File No.	241044	Committee Item No.	1
		Board Item No. 20	

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

	AGENDA PACKET CONTENTS	5 LIS I
Committee:	Rules Committee	Date Nov 4, 2024
Board of Su	pervisors Meeting	Date November 19, 2024
Cmte Boar	Motion Resolution Ordinance Legislative Digest Budget and Legislative Analyst Report Introduction Form Department/Agency Cover Letter and Memorandum of Understanding (MOT) Grant Information Form Grant Budget Subcontract Budget Contract/Agreement Form 126 - Ethics Commission Award Letter Application Form 700 Information/Vacancies (Boards/Commission)	I/or Report U)
OTHER	Public Works ORder 211082 Site Plan Map and Final Map No. BOS Ordinance No. 180-07	,
	by: Victor Young by:	_ Date <u>Oct 31, 2024</u> _ Date

[Official Naming of Streets - Hunters View Phase III]

Resolution approving the official naming for two street segments within the Hunters

View HOPE SF Infrastructure Phase III Project; approving Memory Lane as the official
street name for the yet to be constructed unnamed street that starts at the intersection
of Catalina Street and Middle Point Road on the north and ends at its southerly
terminus where it rejoins Middle Point Road; and continuing the street name of Fairfax
Avenue from its unbuilt segment at its intersection with Middle Point Road to its
easterly terminus at Memory Lane.

WHEREAS, In August 2007, the San Francisco Board of Supervisors established the HOPE SF program to fund revitalization of San Francisco's most distressed public housing in Ordinance No. 180-07, Clerk of the Board of Supervisors File No. 070849; and

WHEREAS, HOPE SF is the nation's first large-scale public housing transformation collaborative aimed at disrupting intergenerational poverty, reducing social isolation, and creating vibrant mixed-income communities without mass displacement of current residents; and

WHEREAS, HOPE SF, the City's signature anti-poverty and equity initiative, is committed to breaking intergenerational patterns related to the insidious impacts of trauma and poverty, and to creating economic and social opportunities for current public housing residents through deep investments in education, economic mobility, health, and safety; and WHEREAS, The Housing Authority of the City and County of San Francisco ("SFHA") previously owned and operated 267 units of public housing on the approximately 23-acre site

known as Hunters View HOPE SF (the "Hunters View Project"); and

1	WHEREAS, The Hunters View Project, which is located in Bayview Hunters Point, is
2	generally bounded by property owned by Pacific Gas & Electric to the north, residential
3	development on the west, Hunters Point Boulevard to the east, and Youth Park and Malcom X
4	Academy to the south; and
5	WHEREAS, The Hunters View Project is a mixed-use, mixed-income development with
6	several different components: (a) construction of the public infrastructure to support the
7	Hunters View Project; (b) development of private affordable housing on affordable parcels in
8	accordance with an affordable housing plan; (c) development of private residential projects on
9	market rate parcels; and (d) development of community improvements, e.g., open space
10	areas, community facilities, throughout Hunters View Project; and
11	WHEREAS, JSCo, Ridge Point, and DGI companies established a separate entity
12	named Hunters View Associates, L.P. (the "Developer"), under which to plan and develop the
13	Hunters View Project; and
14	WHEREAS, The Hunters View Project master plan consists of (a) three phases of
15	development that when completed will total a maximum of 800 units, of which at least 267 are
16	replacement units for existing Hunters View households, approximately 137 are additional
17	affordable housing units, and up to 396 units will be for market rate homeownership or rental;
18	(b) all new streets and utility infrastructure; (c) 2.5 acres of new open spaces; and (d)
19	approximately 16,000 square feet of new neighborhood serving spaces; and
20	WHEREAS, Hunters View Project Phases I and II have completed new streets and
21	utilities, along with privately owned publicly accessible parks and new affordable housing
22	containing public housing replacement units and new affordable housing, and rough graded

23

24

25

lots for market rate homeownership or rental; and

1	WHEREAS, Hunters View Phase III is an approximately 7.43-acre infill area that
2	includes the former public housing building foundations and the vacated streets of Wills and
3	Hare Streets, along with West Point Road; and
4	WHEREAS, The Board of Supervisors approved the Hunters View Phase III final
5	subdivision map in Motion M21-22, a copy of this Motion and the final subdivision map are on
6	file with the Clerk of the Board of Supervisors in File No. 210800; and
7	WHEREAS, In June 2022, the Developer began construction of the open space
8	improvements and Public Infrastructure Improvements, as defined in the Public Improvement
9	Agreement associated with the Hunters View Phase III final subdivision map, including
10	demolition of existing conditions, mass grading, roadway and utility improvements and the
11	construction of a privately owned publicly accessible park and additional open space
12	improvements (the "Phase III Project"); and
13	WHEREAS, Under the abovementioned Public Improvement Agreement, the
14	Developer will construct and dedicate public streets within the Phase III Project (collectively
15	the "Public Streets"); and
16	WHEREAS, The Board of Supervisors anticipates dedicating these Public Streets as
17	open public right-of way through subsequent actions and accepting the Public Streets and
18	attendant public infrastructure for City maintenance and liability purposes subject to certain
19	conditions; and
20	WHEREAS, To avoid public confusion with street names and create a consistent and
21	comprehensive street naming nomenclature applicable to this multi-year phased Project, this
22	Resolution proposes to officially name Public Streets within the Phase III Project; and
23	WHEREAS, The proposed street names for the Public Streets ("Proposed Street
24	Names") are Fairfax Avenue and Memory Lane, and are shown in their approximate locations

25

1	on a map that is on file with the Clerk of the Board of Supervisors in File No. 241044 and
2	incorporated herein by reference; and
3	WHEREAS, The segment of Fairfax Avenue to be named is a one block extension of
4	the existing Fairfax Avenue from its intersection with Middle Point Road to its easterly
5	terminus at Memory Lane; and
6	WHEREAS, Memory Lane is a yet to be constructed unnamed street that starts at the
7	intersection of Catalina Street and Middle Point Road on the north and ends at its southerly
8	terminus where it rejoins Middle Point Road; and
9	WHEREAS, In Public Works ("PW") Order No. 211082, dated October 18, 2024, the
10	Public Works Director certified that PW accepts the Proposed Street Names at their
11	approximate locations shown on the abovementioned map and that none of the Proposed
12	Street Names conflict with the names of existing streets located in the San Francisco; and
13	WHEREAS, This PW Order also includes a report explaining the derivation of the
14	Memory Lane, and copies of the PW Order, the street name map, and Public Works report
15	are on file with the Clerk of the Board of Supervisors in File No. 241044 and incorporated
16	herein by reference; and
17	WHEREAS, For establishing the name of unnamed streets, San Francisco follows the
18	practices specified in Public Works Code, Section 423, the PW informational bulletin entitled
19	"Street Name Establishment/Street Name Change," and, despite California Streets and
20	Highways Code, Section 971, which allows the Board of Supervisors to name previously
21	unnamed streets without any hearing or notice, the Board has elected to proceed with a
22	Resolution and a public hearing process to name the unnamed streets at this Project site in
23	accordance with California Government Code, Section 34091.1; now, therefore, be it
24	RESOLVED, That consistent with law and procedures specified above, the Board of

Supervisors hereby establishes the official names for the listed unnamed Public Streets as

25

1	Fairfax Avenue and Memory Lane, in the approximate locations shown on a map that is
2	attached to the PW Order that is on file with the Clerk of the Board of Supervisors; and, be it
3	FURTHER RESOLVED, That the Proposed Street names will be operative at the time
4	the Board of Supervisors accepts the public dedication of the particular street segment or
5	segments; and, be it
6	FURTHER RESOLVED, That City departments are authorized to use the new street
7	names prior to their operative date should it be necessary for efficient administration of
8	governmental functions, such as permit issuance and creation of property tax bills; and, be it
9	FURTHER RESOLVED, That by adopting this Resolution, the Board of Supervisors
10	does not intend to effectuate any change in City department jurisdictional control over any
11	portion of the streets depicted on maps on file with the Clerk of the Board of Supervisors; and,
12	be it
13	FURTHER RESOLVED, That the Board of Supervisors directs the Clerk of the Board
14	to forward a certified copy of this Resolution to the County Surveyor in accordance with
15	California Streets and Highways Code, Section 5026 in order to enter the names on the
16	official records of San Francisco street names.
17	
18	n:\legana\as2024\2100070\01791745.docx
19	
20	
21	
22	
23	
24	
25	



San Francisco Public Works General – Director's Office 49 South Van Ness Ave., Suite 1600 San Francisco, CA 94103

(628) 271-3160 www.SFPublicWorks.org

Public Works Order No: 211082

RECOMMENDING ADOPTION OF MEMORY LANE AND THE EXTENSION OF THE EXISTING STREET NAME FAIRFAX AVENUE AS OFFICIAL STREET NAMES FOR YET TO BE CONSTRUCTED UNNAMED STREETS LOCATED WITHIN THE HUNTERS VIEW HOPE SF PHASE III PROJECT.

BACKGROUND

In August 2007, the San Francisco Board of Supervisors established the HOPE SF program to fund revitalization of San Francisco's most distressed public housing (Ordinance No. 180-07). HOPE SF is the nation's first large-scale public housing transformation collaborative aimed at disrupting intergenerational poverty, reducing social isolation, and creating vibrant mixed-income communities without mass displacement of current residents. The Housing Authority of the City and County of San Francisco ("SFHA") previously owned and operated 267 units of public housing on the approximately 23-acre site known as Hunters View (the "Hunters View Project").

The Hunters View Project ("Project"), which is located in Bayview Hunters Point, is generally bounded by property owned by Pacific Gas & Electric to the north, residential development on the west, Hunters Point Boulevard to the east, and Youth Park and Malcom X Academy to the south.

The Hunters View HOPE SF master plan consists of (a) three phases of development that, when completed, will total a maximum of 800 units, of which at least 267 are replacement units for existing Hunters View households, approximately 137 are additional affordable housing units, and up to 396 units will be for market rate homeownership or rental, (b) all new streets and utility infrastructure, (c) 2.5 acres of new open spaces, and (d) approximately 16,000 square feet of new neighborhood serving spaces. Hunters View Phase I and Phase II have completed new streets and utilities, along with privately owned publicly accessible parks and new affordable housing containing public housing replacement units and new affordable housing, and rough graded lots for market rate homeownership or rental.

Hunters View Phase III is an approximately 7.43-acre infill area that includes the former public housing building foundations and the vacated streets of Wills and Hare Streets, along with West Point Road.

On July 27, 2021 through Motion No. M21-122, the Board of Supervisors approved Final Map No. 9677 for Hunters View Phase III and authorized the Director of Public Works and the City Attorney to execute the Public Improvement Agreement ("PIA") governing the construction and acceptance of public improvements associated with the phase. This Final Map included new Lots 8 and 9 offered for dedication as new street lots, and were labeled with placeholder names of "Street 1" and "Street 2".

In June 2022, Hunters View Associates, L.P. began construction of the open space improvements and Public Infrastructure Improvements, as defined in the Public Improvement Agreement associated with the Hunters View Phase III final subdivision map, including demolition of existing conditions, mass grading, roadway and utility improvements and the construction of a privately owned publicly accessible park and additional open space improvements. Under the Public Improvement Agreement for Hunters View Phase III, the Developer will construct and dedicate public streets within and adjacent to the Project.

The Board of Supervisors anticipates dedicating these Public Streets as an open public right-of-way through subsequent actions and accepting the Public Streets and associated public infrastructure for City maintenance and liability purposes subject to certain conditions.

The proposed street names for the Public Streets ("Proposed Street Names") in Hunters View Phase III are: a) Memory Lane for "Street 1" identified as Lot 9 in Final Map No. 9677, and b) Fairfax Avenue for "Street 2" identified as Lot 8 in Final Map No. 9677, as graphically depicted on Attachment 1. Memory Lane is parallel to a section of Middle Point Road. Memory Lane's northern terminus connects to Middle Point Road at the intersection of Middle Point Road and Catalina Street. Memory Lane's southern terminus connects to Middle Point Road one block south of the intersection of Middle Point Road and the new extension of Fairfax Avenue. The new section of Fairfax Avenue to be named is an eastern extension of the existing street from its intersection with Middle Point Road to its terminus at Memory Lane.

The Proposed Street Name of Memory Lane is a result of an extensive coordination between the Project Sponsor ("John Stewart Company" or "JSCo") and residents of Hunters View HOPE SF. The residents of Hunters View HOPE SF formed a Resident Council which consists of approximately eleven (11) Hunters View HOPE SF residents who reside in the completed affordable housing buildings Hunters View Phase I and Phase II. Resident Council members and Resident Council leaders were democratically elected by Hunters View HOPE SF residents. The Resident Council met with JSCo to discuss potential street names for Hunters View Phase III, reviewing a list of names compiled in 2010 in Hunters View resident meetings with residents living in the formerly public housing site. Of the names from the 2010 list, the Resident Council selected three (3) potential street names - Hunters View Lane, Memory Lane, and Bayview Lane. In November 2023, JSCo and the Resident Council designed an online and paper survey to poll residents to select one of the proposed names. From November 2023 to August 2024 one hundred one (101) survey responses were collected (representing roughly 1/3 of the 286 households in units at Hunters View) and Memory Lane received 68% of the votes cast. Memory Lane was recommended by the Resident Counsil as the preferred street name in place of "Street 1" on Final Map 9677 as it was the preferred choice of the Hunters View HOPE SF residents. Memory Lane pays homage to the history of the Hunters View neighborhood, while also embracing the future of the community and serves as a reminder of the memories of all residents of Hunters View HOPE SF who have lived in the previous public housing development before the HOPE SF mayoral initiative began and inclusive of some of the residents who have passed away that were deeply involved with advocating for services and resources for Hunters View public housing within and without the HOPE SF mayoral initiative.

The Resident Counsil further recommended naming the new street segment identified as Lot 8 or "Street 2" on Final Map 9677 as Fairfax Avenue since it was a continuation of the same street name established Phases I and II of Hunters View and was a short street segment. In September of 2024, Resident Council leaders along with the Project Sponsor presented the Proposed Street Names to the District 10 Supervisor prior to finalizing the recommendation.

The Department of Public Works ("Public Works") processes proposed street name establishment for unnamed streets pursuant to the requirements of the California Streets and Highways Code Section 971 and Public Works informational bulletin entitled "Street Name Establishment/Street Name Change." Public Works also follows additional procedures regarding street name establishment in accordance with Streets and Highways Code Sections 970.5 and 5026 and Government Code 34091.1. Under Public Works Code Section 423, the Proposed

Street Name of Memory Lane does not exist elsewhere in San Francisco, and therefore, does not conflict or cause confusion with existing street names.

FINDINGS

The Director of Public Works finds that the Proposed Street Names, as described above and as depicted on Attachment 1 hereto, are consistent with the requirements of the applicable State laws and local laws and regulations pertaining to the adoption of names for unnamed streets, including specifically that the aforementioned Proposed Street Names do not conflict with the names of existing City streets.

DECISION

The Director of Public Works hereby recommends that the Board of Supervisors establish the Proposed Street Names for the unnamed roadways as depicted on <u>Attachment 1</u> hereto, including by adopting legislation establishing the street names and, in accordance with California Streets and Highways Code Section 5026, direct the Department to add the street names to the official records of San Francisco street names.

DocuSigned by:

William & Blackwell Jr

EACAD7707222400...

Blackwell, William Acting City & County Surveyor X

073CF73A4EA6486

DocuSigned by:

Short, Carla Director of Public Works

RECORDING REQUESTED BY, AND WHEN RECORDED RETURN TO:

Attn: Director of Property Real Estate Division City and County of San Francisco 25 Van Ness Avenue, Suite 400 San Francisco, CA 94102

No fee for recording pursuant to Government Code Section 27383

		Doc #	2021135898
City and County of Sar Joaquin Torres, Asses			
8/24/2021 3:35:09 PN	Л	Fees	\$0.00
Pages 38 Title 013	RS	Taxes	\$0.00
Customer 035		Other	\$0.00

[Space Above for Recorder's Use]

SB2 Fees

\$0.00 \$0.00

APN: 4624-032

HUNTERS VIEW PHASE III PUBLIC IMPROVEMENT AGREEMENT

RECITALS

- A. Except as specifically defined herein, capitalized terms shall have the meanings given in (i) the San Francisco Subdivision Code and Subdivision Regulations (the "Code"), (ii) the Hunters View Design for Development Document (the "D for D") and (iii) the Plans and Specifications (as defined below).
- B. Whereas, pursuant to the Development and Disposition Agreement, by and between the Housing Authority of the City and County of San Francisco, a public body corporate and politic ("SFHA"), and Hunters View Associates, LP, a California limited partnership ("HVA") dated January 28, 2021 (the "Phase III DDA"), SFHA has transferred all the responsibilities, obligations and liabilities for the construction of the Phase III Required Infrastructure (as defined below) on the land shown on Final Map Tract No. 9677 (the "Final Map") to HVA as "Master Developer", and has authorized HVA to be its representative.
- C. Whereas, HPAH is the co-general partner of HVA and is the designated Subdivider under this Agreement, and pursuant to the terms of this Agreement, the Subdivider may assign to HVA and/or HV Partners 3, LP, a California limited partnership, ("HVP3") the Subdivider's obligations under this Agreement, provided that Subdivider, HVA and/or HVP3, as the case may be, shall be jointly and severally liable for the Subdivider's obligations following such assignment.
- D. Whereas, San Francisco Public Works ("PW") acknowledges that as described above in Recital B, SFHA has transferred all of the responsibilities, obligations and liabilities for the construction of the Phase III Required Infrastructure from SFHA to HVA, HVP3 or their assignees and has authorized HVA, HVP3 or their assignees to be its representative.

-1-

- E. Whereas, Owner (as defined below) is engaged in subdividing, and Subdivider and its affiliates are developing the land shown on the Final Map commonly known as Assessor's Block 4624, Lots 32 (the "Property"). A tentative map, entitled "Hunters View Phase III Tentative Subdivision Map" (the "Tentative Map"), for the proposed subdivision of the Property was approved by the PW Director, acting as the Advisory Agency (the "Director" or "PW Director"), subject to certain requirements and conditions contained in the section titled "Conditions" in the Director's Public Works Order No. 203737 regarding the Tentative Map application (the "Conditions of Approval").
- F. Whereas, pursuant to the Code relating to the filing, approval, and recordation of subdivision maps and the Conditions of Approval, Owner submitted to the City, for approval and recordation, the Final Map which, upon approval by the City, will be filed in the Official Records of the City and County of San Francisco.
- G. Whereas, Owner and Subdivider have requested that the Final Map be approved prior to the completion of construction and installation of the public improvements required by the Conditions of Approval of the Tentative Map and which are part of or appurtenant to the Property. Such public improvements are more particularly described in those certain improvement plans identified in Exhibit A-1 (as such plans may be revised from time to time, the "Plans and Specifications"). The Plans and Specifications provide for the construction, installation and completion of the public improvements identified therein (the "Phase III Required Infrastructure"), and include the specifications and details of such public improvements. The term "Phase III Required Infrastructure" also includes any interim or temporary facilities, if any, shown on the Plans and Specifications, and the Middle Point Repairs (as defined below in Recital I). The estimated costs of completing the Phase III Required Infrastructure are described on Exhibit B (the "Estimated Costs"). Copies of the Plans and Specifications are on file with the PW.
- H. Whereas, the Code provides that before a final subdivision map or parcel map is approved by the City, Subdivider shall have either (i) installed and completed all of the public improvements required by the City and detailed in the plans and specifications approved by the Director, or (ii) entered into an agreement (the "Public Improvement Agreement" or "PIA") with the City to install and complete, free of liens, all of such public improvements within a definite period of time and provided improvement securities to secure satisfactory performance of such agreement.
- I. Whereas, the parties had previously entered into that certain Hunters View Phase II Public Improvement Agreement dated October 27, 2014, for the construction, installation and completion of the Phase II Required Infrastructure (as defined therein); however, Subdivider has requested and the City has agreed to defer a portion of the Phase II Required Infrastructure relating to (i) the eastern curb ramps at Middle Point Road and Fairfax Avenue Intersection, (ii) the Middle Point Road concrete pavement from lip of gutter to lip of gutter from station 62+18.50 to 65+12, and (iii) eastern curb ramps at Middle Point Road and Hare Street, and concrete pavement, curb and gutter between Hare Street and Innes Avenue, all as more specifically provided in Instructional Bulletin IB-15 dated October 15, 2020, and shown on Sheets 32, 33, 37, 39 and 40 of the "Hunters View Development Project, Phase II Infrastructure" Improvement Plans and Specifications dated September 5, 2014 (collectively, "Middle Point Repairs"), to be constructed, installed and completed concurrent with the construction and installation of the Phase III Required

Infrastructure. The Middle Point Repairs are more particularly described on Sheets 34-45 in the Plans and Specifications.

J. Whereas, in order to permit the approval and recordation of the Final Map by the City (including the dedications contained therein), to implement the Conditions of Approval, and to simultaneously satisfy the security provisions of the Code, the City and Subdivider desire to enter into this Agreement.

AGREEMENT

NOW THEREFORE, in order to ensure satisfactory performance of Subdivider's obligations under the Code, and in consideration of the approval and recordation by the City of the Final Map (including the dedications contained therein), and to implement the Conditions of Approval, and other valuable consideration, Subdivider and the City agree as follows:

1. <u>Definitions</u>.

- (a) SFHA means the Housing Authority of the City and County of San Francisco, a public body corporate and politic, who is the Fee Title holder of interest of the Property and signatory to the Final Map.
 - (b) Owner means SFHA.
 - (c) HVA means Hunters View Associates, L.P.
 - (d) HVP3 means HV Partners 3, LP.
 - (e) HPAH means Hunters Point Affordable Housing, Inc.
 - (f) Subdivider means HPAH.
 - (g) General Contractor means Cahill-Nibbi Joint Venture.
- (h) Progress Payment means a payment made in compliance with the schedule of partial payment agreed upon in the contract for the work.

2. <u>Subdivider's Obligations</u>.

- (a) <u>Completion of Phase III Required Infrastructure; Completion of Middle Point Repairs</u>. Subdivider shall, in good and workmanlike manner, furnish all necessary materials and complete construction of the Phase III Required Infrastructure, including the Middle Point Repairs, as set forth in <u>Exhibit A-1</u> in accordance with the performance schedule(s) set forth in <u>Exhibit A-2</u> provided, however, that the periods of time provided in this condition may be extended in accordance with <u>Section 4(b)</u> hereof.
- (b) <u>Delivery of As-Built Plans</u>. Within three (3) months after Completion of the Phase III Required Infrastructure, or portion thereof, Subdivider shall furnish to PW and, if requested, the City Department of Building Inspection, as-built plans for such Phase III Required

Infrastructure, or portion thereof, in both electronic (in a reasonably current version of AutoCAD) and Mylar formats and any reports required in connection with such Phase III Required Infrastructure, or portion thereof, by the Plans and Specifications.

(c) <u>Assignment of Subdivider's Obligations.</u> Subdivider may assign to HVA and/or HVP3 the Subdivider's Obligations, which shall be in writing and clearly identify the scope of the rights and/or obligations assigned. Following any such assignment, Subdivider, HVA and/or HVP3, as the case may be, shall be jointly and severally liable for any and all of the Subdivider's Obligations.

3. <u>Improvement Security</u>.

- (a) <u>Security</u>. Subject to Subdivider being a nonprofit corporation in the State of California, City agrees that Subdivider, as an eligible nonprofit corporation under Section 66499.3(c) of the Government Code, shall not be required to comply with the bonding requirements set forth in Section 66499.3(a) and (b) provided the following conditions are satisfied:
- Subdivider shall post with the City a performance bond that secures (i) its faithful performance in an amount equal to 100 percent of the construction contract attached hereto as Exhibit C-1 (the "Performance Bond"), a payment bond required to secure the labor and materials in an amount equal to 100 percent of the construction contract for the payment of labor and materials attached hereto as Exhibit C-2 (the "Labor and Materials Bond"), and further a bond required to secure the survey monuments to be installed attached hereto as Exhibit C-3 (the "Monument Bond," and together with the Labor and Materials Bond and Performance Bond, the "Bonds"). The Bonds under this Section 3(a)(i), or other security deemed acceptable to the City in accordance with California Government Code Sections 66499 et seq., shall be provided to the City prior to the issuance of any Street Improvement Permit by the City. Any assignee of Subdivider shall be a co-obligee on the Bonds. The San Francisco Mayor's Office of Housing and Community Development ("MOHCD") shall be designated as the depository under Section 66499.3(c)(2) for moneys ultimately payable to the general contractor in the form of progress payments. The required Bonds, in the amounts that the City Engineer has certified, shall be as follows:
- (A) Performance bonds in the amount of \$8,710,800 (100% of estimated cost of completion of the construction and installation of the Phase III Required Infrastructure as determined by the PW Director) to secure the satisfactory performance of Subdivider's obligations (Exhibit C-1); and
- (B) A payment bond or other acceptable security in the amount of \$4,355,400 (50% of the estimated cost of completion of the Phase III Required Infrastructure as determined by the PW Director) as guarantee of payment for the labor, materials, equipment, and services required for Required Infrastructure (Exhibit C-2).
- (C) Monument bonds in the total amount of \$37,500 for each of the 35 monuments to be installed, representing 100% of the cost of installation of the monuments

03091.00008/1078915v8 -4-

in as guarantee of payment for the labor, materials, equipment, and services required for the required monuments (Exhibit C-3).

- (ii) All progress payments to the general contractor shall be conditioned on (i) the general contractor's certification to Subdivider that all labor performed in the work, and all materials furnished to and installed in the work, have been paid for in full to the date of certification, (ii) the written approval of Subdivider, and (iii) review and approval of progress payment billings by City. Subdivider shall require the general contractor to deliver all such certifications through the United States mail.
- (iii) Final payment to the general contractor shall not be made until 30 days have expired after the filing and recording of the Notice of Completion of the work and acceptance of the work by, and a waiver of lien rights provided by the general contractor to, City in accordance with Section 6(a).
- (b) Other Acceptable Security. In lieu of providing any of the security described in Section 3(a)(i) above, Subdivider may, subject to the approval of the Director, provide other security as described in Section 66499 of the Government Code. The Director has entered into a Memorandum of Agreement ("MOA") with MOHCD that commits MOHCD to provide at least 20% of the financing for the Subdivider's Obligations. The Director determines that the MOA provides the equivalent security to that of Government Code Section 66499(a)(3) because both departments are constituent parts of the City and County of San Francisco, and therefore, such a MOA is acceptable security in lieu of an actual instrument of credit. A copy of this MOA is attached hereto as Exhibit C-4. When the Subdivider posts the security specified in Section 3(a)(i) with the City and copies of such bonds made part of this Agreement, the MOA shall automatically terminate and there shall be no requirement to amend this Agreement to reflect the change in security from that provided under this Section 3(b) to the bonds specified in Section 3(a)(i). Any security provided under Section 3(a)(i) or Section 3(b) shall be referred to collectively as the "Security".

4. Construction of Phase III Required Infrastructure.

(a) <u>Permits and Fees</u>. Subdivider shall not allow the performance of any work subject to this Agreement until all required permits have been obtained for the portion of work involved, and all applicable fees, including inspection and testing fees, have been paid.

Prior to the approval of the Final Map, and as requested by the City, Subdivider shall arrange for all easements to be granted to the City to allow for construction of the required public improvements on the Property and provide irrevocable Offers of Dedication in Fee Title of the portions of the Property where said public improvements will be constructed and used as future public right-of-way. The PW Director, in his or her discretion, may allow the Subdivider to defer this requirement until prior to approval of an improvement permit or to a later specified date. The PW Director shall issue such deferral in writing.

(b) Extensions.

(i) <u>Requested Extensions</u>. Subdivider may request extensions of the time periods specified in <u>Section 2(a)</u> by submission of a request(s) to the Director. A request shall

be in writing, state adequate evidence to justify the extension, and shall be made not less than thirty (30) days prior to expiration of this Agreement. The Director shall in good faith attempt to determine within such time whether an extension of time shall be granted. The Director's failure to respond within the time specified shall, however, not constitute either a grant or denial of the requested extension. The periods of time for performance under this Agreement shall be automatically extended for the period during which a request for an extension is pending a determination by the Director. The Director shall not unreasonably withhold, condition or delay a request for an extension. The Director may reasonably condition an extension subject to the terms of this Agreement and the conditions provided in the Code, including execution of an Extension Agreement.

(ii) <u>Permit Processing</u>. The periods of time for performance under this Agreement shall be extended for Unavoidable Delay as determined in <u>Section 4(b)(iii)</u> for the period of time associated with permit processing, including, without limitation, permit processing by and obtaining permits and approvals from all agencies with jurisdiction over the Phase III Required Infrastructure.

(iii) <u>Unavoidable Delay</u>. The periods of time for performance under this agreement shall be automatically extended for Unavoidable Delay which is a delay in a Party's performance of its obligations hereunder that is caused by (a) acts of God, enemy action, civil commotion, fire, flood, earthquake or other casualty, (b) strikes or other labor disputes (to the extent not resulting from the labor practices of the Party claiming the benefit of Unavoidable Delay), (c) material shortages of or inability to obtain labor or materials beyond the reasonable control of the Party claiming the benefit of Unavoidable Delay, (d) lawsuits brought by plaintiffs unaffiliated with the Party claiming the benefit of Unavoidable Delay, (e) delays by governmental or quasi-governmental entities in issuing requisite approvals or consents beyond the reasonable control of the Party claiming the benefit of Unavoidable Delay, including without limitation failure of the City to respond to Subdivider's submissions within the time periods set forth in this Agreement, (f) quarantine or other restrictions on operations or activities as a result of epidemic, disease, contagion or other health conditions, including the COVID-19 pandemic in effect as of the Effective Date and any subsequent force majeure events caused by or resulting from such COVID-19 pandemic, including measures taking by any governmental authority that prohibits or makes it reasonably impractical for a party to perform any obligation hereunder or for any governmental body or authority to conduct any operations or work necessary to permit a party to perform its obligations hereunder, or (g) any other event beyond the reasonable control of the Party claiming the benefit of Unavoidable Delay. Delays beyond a Party's reasonable control exclude delays to the extent caused by the negligent act or omission or willful misconduct of the Party claiming the benefit of Unavoidable Delay. This Unavoidable Delay provision shall not apply, however, unless (g) the party seeking to rely upon such provisions shall have given notice to the other party, within thirty (30) days after obtaining actual knowledge of the beginning of an enforced delay, of such delay and the cause or causes thereof, to the extent known, and (h) a party claiming the Unavoidable Delay must at all times be acting diligently and in good faith to avoid foreseeable delays in performance, to remove the cause of the delay or to develop a reasonable alternative means of performance.

(iv) Extensions Generally. The provisions in this Section 4(b) are in addition to and not a limitation of any other provision for extensions in this Agreement or in the

03091.00008/1078915v8 -6-

Plans and Specifications. No extension approved hereunder shall relieve the surety's liability under the Security.

- (c) Revisions to Plans and Specifications. Requests by Subdivider or its agent for revisions, modifications or amendments to the approved Plans and Specifications (each, a "Plan Revision") shall be submitted in writing to the Director (or the Director's designee). If the Plan Revision is acceptable to the Director (or the Director's designee), the Director (or the Director's designee) shall approve proposed Plan Revisions which are substantially consistent with the Plans and Specifications and the Final Map. Construction of any proposed Plan Revision shall not commence without prior approval pursuant to this Section 4(c). Construction of any Plan Revision prior to approval shall be at the Subdivider's risk. Plan Revisions shall be accompanied by drawings and specifications and other related documents showing the proposed Plan Revision so as to adequately describe the proposed change and the cost and effect thereof.
- (d) Subdivider shall, at no cost to the City, cause all new or replacement electricity distribution facilities, telephone, community cable, and other distribution facilities located as part of the work in Exhibit A-1 to be placed underground. The Plans and Specifications must demonstrate that underground utilities and structures are designed to accommodate future settlement. All utilities, vaults, splice boxes and appurtenances shall be placed underground, subject to approval of the Director.
- 5. <u>Release of Security</u>. The Security, or any portions thereof, not required to secure completion of Subdivider's obligation for construction or installation of the Phase III Required Infrastructure; to satisfy claims by contractors, subcontractors, and/or persons furnishing materials or equipment; or for setting monuments, set forth on the Final Map, shall be released to the general contractor, or its successors in interest, or reduced, as follows:

(a) Release of Security.

One Year Warranty Bond. Upon the Director's determination of completion of the Phase III Required Infrastructure in accordance with Section 6(a), the Security shall be reduced to ten percent (10%) of the original amount for the purpose of warranting repair of any defect of the Phase III Required Infrastructure which occurs within one year of when: (i) the Phase III Required Infrastructure (or portion thereof), and specifically including each of the respective Phase III Required Infrastructure described on Exhibit A-1 has been completed to the satisfaction of the Director in accordance with Section 6(a) below and provided that the one year warranty period for plant materials, and trees shall commence after the Director receives certification from the City Construction Manager that the plant materials and trees have passed a plant establishment period as set forth in the Plans and Specifications, and (ii) the Clerk of the Board of Supervisors (or the Clerk's designee) certifies that no claims by any contractor, subcontractor or person furnishing labor, materials or equipment for the Phase III Required Infrastructure have been filed against the City within the one hundred (100) day period following completion of the Phase III Required Infrastructure as determined upon review by the Director in accordance with Section 6(a). If any claims by any contractor, subcontractor or person furnishing labor, materials or equipment to the Subdivider have been filed against the City, then the Security applicable to such Phase III Required Infrastructure shall be reduced to an amount equal to the greater of (i) the amount of all such claims filed or (ii) ten percent (10%) of the original amount.

- (i) Partial Release of Security. Notwithstanding the release provisions in Section 5(a), the Security may be reduced in conjunction with completion of any portion of the Phase III Required Infrastructure to the satisfaction of the Director and may be reduced in connection and conjunction with completion of each of the respective Phase III Required Infrastructure separately described on Exhibit A-1 upon review in accordance with Section 6(a) hereof, by an amount determined by the Director that is not less than the actual cost of the completed portion of the Phase III Required Infrastructure. In no event, however, shall the amount of the Security be reduced below the greater of (i) the amount required to guarantee the completion of the remaining portion of the Phase III Required Infrastructure and any other obligation imposed by the Subdivision Map Act, the Code, this Agreement, the Street Improvement Permit or any other agreement relating to the completion of the Phase III Required Infrastructure or (ii) ten percent (10%) of the original amount of the Security.
- (ii) <u>Release of Remaining Security</u>. The remaining Security shall be released when all of the following have occurred:
- (A) One (1) year following the date of Acceptance (as defined in Section 6(b)) of the Phase III Required Infrastructure, or portion thereof, by the Board of Supervisors, or, with respect to street trees and park trees one year after the commencement of the warranty period as described in Section 8(a), or, with respect to any specific claim of defects or deficiency in the Phase III Required Infrastructure, one (1) year following the date that any such deficiency which the Director identified in the Phase III Required Infrastructure in accordance with Section 4(a) has been corrected or waived in writing; and
- (B) the Clerk of the Board of Supervisors (or the Clerk's designee) certifies that no claims by any contractor, subcontractor or person furnishing labor, materials or equipment for the Phase III Required Infrastructure have been filed against the City, all such claims have been satisfied, withdrawn, or otherwise secured by bond or other security approved by the Director (or the Director's designee).

6. Completion and Acceptance.

(a) <u>Director's Inspection</u>. No sooner than ninety (90) days prior to the date that Subdivider intends to request the Director issue a Notice of Completion, Subdivider shall make a written request to the Director of the Subdivider's intent to initiate the Notice of Completion process ("Letter of Intent to Request Notice of Completion"). Upon written request from the Subdivider for a "Notice of Completion" as defined in the Code, accompanied with any and all materials that are required as listed in <u>Exhibit E</u> related to the Notice of Completion, the Director shall initiate the inspection. If the Subdivider fails to submit a Letter of Intent to Request Notice of Completion, the Director need not consider the Subdivider's request for the Director's issuance of a Notice of Completion until such a Letter of Intent to Request Notice of Completion is submitted to the Director and ninety (90) days have passed from the submission of the Letter; provided, however, that the Director, in his or her discretion, may agree in writing to a period of less than ninety (90) days from receipt of the Letter to consider issuance of a Notice of Completion. If the Director determines that the Phase III Required Infrastructure has not been completed or does not satisfy the above requirements, Director shall notify Subdivider of such determination

03091.00008/1078915v8 -8-

together with a statement setting forth with particularity the basis for that determination. If the Director determines that the Phase III Required Infrastructure has been completed and meets the above requirements, the Director shall issue the Notice of Completion.

- (b) <u>Acceptance</u>. "Acceptance" by the City of the Phase III Required Infrastructure, or portion thereof, for public use and maintenance shall be deemed to have occurred when:
- (i) The Director has issued a Notice of Completion for the Phase III Required Infrastructure, or portion thereof, in accordance with Section 6(a);
- (ii) The Subdivider submits all the documents required pursuant to Exhibit F to the Director to initiate acceptance legislation or other appropriate action, before the Board of Supervisors as appropriate; and
- (iii) The Board of Supervisors by ordinance or other appropriate action accepts the Phase III Required Infrastructure, or portion thereof; for public use and maintenance, in accordance with the provisions of San Francisco Administrative Code Section 1.52 and Subdivider's maintenance and warranty obligations under Sections 7 and 8(a), respectively hereof.
- Offers of Dedication. The owners' statements of the Final Map include or shall include to the extent applicable certain irrevocable offers of dedication of improvements, easements shown only on the map, easements by agreement, and real property in fee simple. In addition, the offers of dedication of improvements shall be made by separate instrument(s); the offers of dedication of real property in fee simple shall be made by separate instrument(s) and separate quitclaim deed(s); and the offers of dedication of easements shall be made by separate instrument(s). The Board of Supervisors shall accept, conditionally accept or reject such offers. The City, at its discretion, may accept these easements at its convenience through formal action of the Board of Supervisors or as otherwise provided in local law. The Board of Supervisors shall also by ordinance accept, conditionally accept, or reject for public right of way and utility purposes the lots designated for public streets and the Phase III Required Infrastructure (or portions thereof) in accordance with Section 6(b). The Final Map includes certain offers of dedication as more particularly set forth therein. Upon the Director's issuance of a Notice of Completion for the Phase III Required Infrastructure, or portion thereof, in accordance with Section 6(a) of this Agreement, the Board of Supervisors shall by ordinance or other appropriate action accept, conditionally accept, or reject such offers. Subdivider will coordinate with the City and assist in the City's process for dedication and Acceptance of Phase III Required Infrastructure by (i) providing necessary deeds, maps, legal descriptions and plats for street openings, easements and/or dedications for right of way or utility purposes and for relinquishment of existing rights of access and utilities associated with on-site and off-site development; (ii) executing easement agreements consistent with the Conditions of Approval for the Tentative Map; and (iii) providing easement agreement documents consistent with the Conditions of Approval of the Tentative Map and the completion and Acceptance of the Phase III Required Infrastructure as follows: easements for emergency vehicle access and emergency exiting, private easements for those uses described in the master declarations and the declaration of restrictions, and public service easements for access by the City and for public utilities.

03091.00008/1078915v8 -9-

- (d) No Acceptance of Interim or Temporary Facilities. The City shall not be obligated to accept or maintain any Interim or Temporary Facilities shown on the Plans and Specifications for the Phase III Required Infrastructure. Parties acknowledge that Subdivider shall continue to maintain all Interim or Temporary Facilities until such time as the final Public Infrastructure that will replace the need for the Interim or Temporary Facilities as determined by the Director is completed unless the parties, by mutual written instrument and any necessary City Approvals, agree otherwise.
- (e) <u>Termination of Existing Access and Utility Easements</u>. Existing access and utility easements in any proposed right of way areas that are included as part of the Phase III Required Infrastructure shall be terminated, quitclaimed, vacated or relinquished, in whole or in part, in accordance with the terms of such easements upon: (1) the provision of alternative facilities; (2) the determination by the Director that such utility or access rights are no longer required; or (3) the City's Acceptance of dedicated public streets and associated utility facilities. The City shall not be obligated to accept any such right of way area unless and until any easements that could interfere or conflict with such facilities have been addressed to the City's satisfaction.

7. <u>Maintenance of Phase III Required Infrastructure</u>.

- (a) <u>Maintenance Prior to Acceptance</u>. Prior to Acceptance, Subdivider shall be responsible for the maintenance and repair of the Phase III Required Infrastructure.
- (b) <u>Maintenance Following Acceptance</u>. Following Acceptance, the City shall assume the responsibility of operating and maintaining the Phase III Required Infrastructure, or portion thereof subject to the limitations in <u>Section 6(b)(iii)</u> above, and Subdivider's obligations under <u>Section 8(a)</u> of this Agreement. The City shall have no obligation to accept or maintain any Interim or Temporary Facilities.

8. Warranty and Indemnity.

Warranty. Acceptance of Phase III Required Infrastructure, or portion thereof, by the City shall not constitute a waiver of defects by the City. Subdivider covenants that all Phase III Required Infrastructure constructed or installed by Subdivider shall be free from defects in material or workmanship and shall perform satisfactorily for a period of one (1) year following the completion of the Phase III Required Infrastructure (or portion thereof), except that the Warranty period for the plant materials and trees planted pursuant to the Phase III Required Infrastructure shall not commence until the Director receives a certification from the City's Construction Manager that the trees have passed a plant establishment period set in accordance with the Plans and Specifications (the "Warranty Period"). During the Warranty Period, Subdivider shall, as necessary, and upon receipt of a request in writing from the Director that the work be done, correct, repair or replace any defects in the Phase III Required Infrastructure at its own expense. During the Warranty Period, should Subdivider fail to act with reasonable promptness to make such correction, repair or replacement, or should an emergency require that correction, repair or replacement be made before Subdivider can be notified (or prior to Subdivider's ability to respond after notice), City may, at its option, provided that notice thereof is provided to Subdivider, make the necessary correction, repair or replacement or otherwise perform the necessary work and Subdivider shall reimburse the City for the actual cost thereof.

03091.00008/1078915v8 -10-

During the Warranty Period, the City shall hold Subdivider's reduced performance bond (or separate warranty bond in the same amount) as described in <u>Section 5</u>, to secure performance of Subdivider's foregoing warranty obligations.

Indemnity. Subdivider, its successors and assigns shall indemnify, defend (b) and hold the City and each of the City's Agencies harmless for, from and against any and all Losses arising out of the breach of this Agreement by the Subdivider, the Subdivider's or any of its contractors', agents', consultants' or representatives' negligent or defective construction of the Phase III Required Infrastructure, constructed or installed by the Subdivider under this Agreement, the Subdivider's nonpayment under contracts between the Subdivider and its consultants, engineers, advisors, contractors, subcontractors or suppliers in the provision of such Phase III Required Infrastructure, or any claims of persons employed by the Subdivider or its contractors, agents, consultants or representatives to construct such Phase III Required Infrastructure, all subject to the terms, conditions, and exceptions of the Phase III DDA, provided, however, that Subdivider's obligations to indemnify, defend and hold the City harmless shall not extend to any claims to the extent arising out of or relating to the negligence or willful misconduct of the City or its agents, and further provided that any demand for indemnification hereunder with respect to negligent or defective construction must be brought, if at all, within one (1) year after the related Phase III Required Infrastructure, or portion therefore, is determined to be complete by the Director in accordance with Section 6(a) hereof. The City shall not be an insurer or surety for the design or construction of the Phase III Required Infrastructure pursuant to the Plans and Specifications, nor shall any officer or employee thereof be liable or responsible for any accident, loss, or damage happening or occurring during the construction of the Phase III Required Infrastructure as specified in this Agreement, except as may arise due to the negligence or willful acts or omissions of the City.

9. Other Items.

(a) <u>Private Roadway Funding Mechanisms</u>. All private roadways shown on the Final Map shall be constructed by the Subdivider or its affiliate.

10. Miscellaneous.

- (a) <u>Final Map Recordation</u>. The City, in accordance with the Code, shall record the Final Map with the County Recorder in the Official Records of the City and County of San Francisco. The City shall notify Subdivider and Owner of the time of recordation of the Final Map. In the event the Final Map is not recorded, this Agreement shall be null and void.
- (b) <u>Independent Contractor</u>. In performing its obligations under this Agreement, Subdivider is not an agent or employee of the City.

(c) Notices.

(i) A notice or communication under this Agreement by any party to the other (or by or to the Director) shall be sufficiently given or delivered if dispatched by hand or by registered or certified mail, postage prepaid, addressed as follows:

In the case of a notice or communication to the City or the Director:

Director of Public Works City and County of San Francisco 49 South Van Ness Avenue San Francisco, CA 94103 Attn: Infrastructure Task Force Manager

Telefacsimile: (415) 581-2569

With copies to:

Office of the City Attorney City Hall, Room 234 1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102 Attn: Land Use Team

Reference: Hunters View Phase III Project

Telefacsimile: (415) 554-4757

And in the case of a notice or communication to Subdivider at:

Hunters Point Affordable Housing, Inc. c/o John Stewart Company
1388 Sutter Street, 11th Floor
San Francisco, CA 94109
Attn: Jack D. Gardner

Telefacsimile: (415) 614-9175

With copies to:

Lubin Olson & Niewiadomski LLP 600 Montgomery Street, 14th Floor San Francisco, CA 94111 Attn: Charles R. Olson, Esq. Telefacsimile: (415) 981-4343

HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO

1815 Egbert Avenue San Francisco, CA 94124 Attn: Executive Director Telefacsimile: (415) 715-3211

For the convenience of the parties, copies of notice may also be given by telefacsimile.

Every notice given to a party hereto, pursuant to the terms of this Agreement, must state (or must be accompanied by a cover letter that states) substantially the following:

- (A) the section of this Agreement pursuant to which the notice is given and the action or response required, if any;
- (B) if applicable, the period of time within which the recipient of the notice must respond thereto;
- (C) if approval is being requested, shall be clearly marked "Request for Approval under the Hunters View Phase III Public Improvement Agreement"; and
- (D) if a notice of disapproval or an objection which requires reasonableness, shall specify with particularity the reasons therefor.
- (ii) Any mailing address or telefacsimile number may be changed at any time by giving written notice of such change in the manner provided above at least ten (10) days prior to the effective date of the change. All notices under this Agreement shall be deemed given, received, made or communicated on the date personal receipt actually occurs or, if mailed, on the delivery date or attempted delivery date shown on the return receipt. A party may not give official or binding notice by telefacsimile.
- (iii) Any notice or request for review, consent or other determination or action by the Director that could be subject to deemed approval under any provision of this Agreement shall display prominently on the envelope enclosing such request (if any) and the first page of such request, substantially the following words: "HUNTERS VIEW INFRASTRUCTURE: IMMEDIATE ATTENTION REQUIRED; FAILURE TO RESPOND COULD RESULT IN THE REQUEST BEING DEEMED APPROVED."
- (d) <u>Successors and Assigns</u>. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, and upon such transfer, Owner or Subdivider shall be released from its obligations hereunder upon providing written evidence of a proper Assignment and Assumption Agreement. Any such assignment shall be in writing, shall clearly identify the scope of the rights and/or obligations assigned and shall be subject to the reasonable approval of the Director.
- (e) <u>Waiver</u>. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist upon and demand strict compliance by the other party with the terms of this Agreement thereafter.
- (f) <u>Parties in Interest</u>. Nothing in this Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the parties hereto any rights, remedies or claims under or by reason of this Agreement or any covenants, conditions or stipulations hereof; and all covenants, conditions, promises, and agreements in this Agreement contained by or on behalf of the City or Subdivider shall be for the sole and exclusive benefit of such parties.
- (g) <u>Amendment</u>. This Agreement may be amended, from time to time, by written supplement or amendment hereto and executed by the City and Subdivider. The Director is authorized to approve and execute on behalf of the City any amendment that the Director

determines is in the City's best interests and does not materially increase the City's obligations or materially diminish the City's rights under this Agreement.

- (h) <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall be deemed an original.
- (i) <u>Interpretation of Agreement</u>. Unless otherwise provided in this Agreement, whenever approval, consent or satisfaction is required of Subdivider or the City pursuant to this Agreement, it shall not be unreasonably withheld or delayed. Captions used in this Agreement are for convenience or reference only and shall not affect the Interpretation or meaning of this Agreement. This Agreement shall in no way be construed to limit or replace any other obligations or liabilities which the parties may have under the Plans and Specifications, any permit to enter, Street Improvement Permit or any other agreement entered into in accordance therewith.
- 11. <u>Insurance</u>. At all times prior to Acceptance of the Phase III Required Infrastructure, Subdivider shall comply with the insurance requirements as required by applicable City regulations. Subdivider shall furnish to the City, from time to time upon request by the City's Risk Manager, a certificate of insurance (and/or, upon request by the City's Risk Manager, a complete copy of any policy) regarding each insurance policy required to be maintained by Subdivider as by the City.

12. Recording.

- (a) <u>Recording Agreement</u>. The parties to this Agreement acknowledge that this Agreement shall be recorded against the title of the Property.
- (b) <u>Purpose and Effect of Recording</u>. This Agreement shall be recorded for the purpose of providing constructive notice to any future owner of the Property of Subdivider's obligations and responsibilities under Section 2. This Agreement shall not be interpreted as creating a lien or security interest against any parcel against which it is recorded, or to effect any secured interest now or in the future, as the obligations hereunder are personal to Subdivider and its successors and assigns as may be authorized pursuant to Sections 2(c) and 10(d).
- (c) <u>Notice of Termination</u>. At the time all the obligations and requirements specified in this Agreement are fully satisfied as determined by the Director in consultation with affected City departments, the parties shall record a Notice of Termination, the form of which is contained in <u>Exhibit G</u>. Alternatively, Subdivider may request the Director's authorization to record a Notice of Termination with respect to an individual parcel. In evaluating such a request, approval of which shall be in the Director's reasonable discretion, the Director shall consider with respect to Phase III Required Infrastructure necessary to serve the parcel, whether: (i) all Phase III Required Infrastructure has been completed and accepted by the City, as applicable; (ii) all corresponding bond amounts have been released; (iii) all defects and punch list items have been addressed; and (iv) all warranty and guarantee periods have terminated.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Subdivider and the City have executed this Agreement as of the Effective Date.

Subdivider:

HUNTERS POINT AFFORDABLE HOUSING, INC.,

A California nonprofit public benefit corporation

By: Kegus Mu- Regina Coleman

Its President

City:

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation of the State of California

Approved as to Form:

Name: CHRISTOPHER TOM

Title: Deputy City Attorney

Name: Manc

Title: Director of Public Works

HUNTERS POINT AFFORDABLE HOUSING, INC. ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

County of State of California County of State of California
On April 29, 2001 before me, Inda Dacks (here insert name and title of officer), personally appeared Regima Coleman, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal. Signature: (seal)
LINDA M. DAGGS COMM. # 2239230 OTARY PUBLIC: CALIFORNIA SAN FRANCISCO COUNTY MY COMM. EXP. APR. 22, 2022

NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)	
) ss	
County of San Franc	eisco)	
On	, before me,	, a notary public in
and for said State, po	ersonally appeared	, who proved be the person(s) whose name(s) is/are subscribed to
		e that he/she/they executed the same in
his/her/their authoriz	zed capacity(ies), and that	by his/her/their signature(s) on the instrument the he person(s) acted, executed the instrument.
I certify under PENA foregoing paragraph		er the laws of the State of California that the
WITNESS my hand	and official seal.	
Signature	(Seal)

LIST OF EXHIBITS

Exhibit A-1 – Plans and Specifications

Exhibit A-2 – Performance Schedule

Exhibit B – Estimated Costs

Exhibit C-1 – Performance Bond

Exhibit C-2 – Labor and Materials Bond

Exhibit C-3 – Monument Bond

Exhibit C-4 – Memorandum of Agreement between MOHCD and Public Works Regarding Security

Exhibit D – Reserved

Exhibit E – List of Documents Required by City in Order to Issue a Notice of Completion

Exhibit F – List of Documents Required by the City in Order to Make a Request for Acceptance

Exhibit G – Form of Notice of Termination

EXHIBIT A-1

Plans and Specifications

1. Permanent Improvements included in Improvement Plans and Specifications prepared by Carlile Macy entitled "Hunters View Development Project, Phase III Infrastructure," Permit Number 21IE-00193, dated April 23, 2021 and approved by or on behalf of the Director, on April 23, 2021.

EXHIBIT A-2

Performance Schedule

ACTION	DATE
Issue Notice to Proceed for Phase III Required Infrastructure Improvements.	No later than September 1, 2021
2. Complete Phase III Required Infrastructure Improvements including As-Built Drawings and secure the Notice of Completion from the Department of Public Works.	No later than November 30, 2023
3. Dedicate Phase III Public Right of Way Improvements to the City of San Francisco.	No later than two months after the Board of Supervisors' Acceptance of Improvements is received.

EXHIBIT B

Estimated Costs

See attached schedule of values.

Hunter View - Phase 3 Sample Cost Estimate Engineer's Construction Cost Estimate Based on on 100% Improvement Plans Dated 4-8-21 May 3, 2021

Description	Quantity	Unit	Unit Price	Amount	Totals
<u>nwork</u>					
& Grub	1	LS	200,000.00	200,000	
olition	1	LS	500,000.00	500,000	
	9,578	CY	15.00	143,670	
	9,578	CY	15.00	143,670	
V Subto	tal Tal				- 1\$987 , 340
t Work & Miscellaneous					
t. Concrete Paving	45,414	SF	13.00	590,382	
Class II Aggregate Base	33,178	SF	6.00	199,068	
ft. ACWS	33,178	SF	4.00	132,712	
Grind AC (10 ft. wide)	524	SF	50.00	26,200	
Curb	2,538	LF	50.00	126,900	
Gutter (24" Gutter)	2,563	LF	70.00	179,410	
valk & Driveway Apron	20,841	SF	8.00	166,728	
icap Ramps	18	EA	5,000.00	90,000	
g Markings	1	LS	15,000.00	15,000	
iments	5	EA	1,000.00	5,000	
Signs	34	EA	500.00	17,000	
Light-Pedestrian	25	EA	10,000.00	250,000	
rete Retaining Walls	172	LF	1,500.00	258,000	
psible Bollards	. 4	EA	500.00	2,000	
helter	1	EA	15,000.00	15,000	
. Tree Protection Fence	135	LF	5.00	675	
Call Box	1	EA	10,000.00	10,000	
psib helto . Tr	le Bollards er ee Protection Fence Box	le Bollards 4 er 1 ee Protection Fence 135	le Bollards 4 EA er 1 EA ee Protection Fence 135 LF Box 1 EA	le Bollards 4 EA 500.00 er 1 EA 15,000.00 ee Protection Fence 135 LF 5.00 Box 1 EA 10,000.00	le Bollards 4 EA 500.00 2,000 er 1 EA 15,000.00 15,000 ee Protection Fence 135 LF 5.00 675 Box 1 EA 10,000.00 10,000

Hunter View - Phase 3 Sample Cost Estimate

Engineer's Construction Cost Estimate Based on on 100% Improvement Plans Dated 4-8-21 May 3, 2021

Item	Description	Quantity	Unit	Unit Price	Amount	Totals
C)	Combined Sewer System					
22	10" VCP Combined Sewer Main	97	LF	400.00	38,800	
23	12" VCP Combined Sewer Main	257	LF	450.00	115,650	
24	12" Private Combined Sewer Main	25	LF	450.00	11,250	
25	15" VCP Combined Sewer Main	553	LF	500.00	276,500	
26	48" CS Manholes	11	EA	22,000.00	242,000	
27	Sewer & Storm Drain Lateral	4	EA	5,000.00	20,000	
28	Sewer Lateral	4	EA	300.00	1,200	
	THE STATE OF THE S					10 50 F
	Subtofall		<u> </u>			\$705,400
D)	Storm Drainage					
29	4" Perforated Pipe	3	LF	50.00	150	
30	8" Storm Drains	87	LF	100.00	8,700	
31	10" PVT Storm Drains	30	LF	110.00	3,300	
32	12" PVT Storm Drains	1,168	LF	115.00	134,320	
33	15" Storm Drains	110	LF	120.00	13,200	
34	Storm Drain Lateral	3	EA	5,000.00	15,000	
35	Catch Basin-SF STD	6	EA	8,000.00	48,000	
36	DI (24"x24")	3	EA	3,000.00	9,000	
37	DI w/ Sand Trap (24"x24")	7	EA	3,200.00	22,400	
38	FD (24"x24")	14	EA	3,000.00	42,000	
39	FD w/Sand trap (24"x24")	7	EA	3,200.00	22,400	
40	Storm Water Infiltration Basin (IB)	1	EA	250,000.00	250,000	
41	48" SD Manhole	3	EA	22,000.00	66,000	
42	Storm Drain Treatment Unit	1	EA	89,700.00	89,700	
43	Earth Swale	1,271	LF	5.00	6,355	-
44	Fabric Lined Swale	445	LF	8.00	3,560	
45	Rock Lined Swale	1,178	LF	10.00	11,780	
	Subtotal	17 B 4 7 7				\$745;865

Hunter View - Phase 3 Sample Cost Estimate

Engineer's Construction Cost Estimate Based on on 100% Improvement Plans Dated 4-8-21 May 3, 2021

Item	Description	Quantity	Unit	Unit Price	Amount	Totals
E)	Water System			·		
46	12" Low Point Water Main	883	LF	600.00	529,800	
47	8" Reclaimed Water	932	LF	400.00	372,800	
48	8" Gate Valves	3	EA	2,000.00	6,000	
49	12" Gate Valves	4	EA	3,000.00	12,000	
50	Fire Hydrant Assembly	. 4	EA	15,000.00	60,000	
51	8" Blowoff & Tie-in to Ex W	4	EA	3,000.00	12,000	
52	12" Blowoff & Tie-in to Ex W	6	EA	3,500.00	21,000	
53	2" Air Release Valve	9	EA	3,000.00	27,000	
54	1" Water Service	1	EA	2,000.00	2,000	
55	3" Water Service	7	EA	2,000.00	14,000	
56	3" Reclaimed Water Service	9	EΆ	2,000.00	18,000	
57	6" Fire Service	7	EA	6,000.00	42,000	
F)	Subjet Utilities	GIST STATE STATE	***		<u> </u>	\$ - 40 menano 30 moa
58	Joint Trench	2,108	LF	500.00	1,054,000	
59	Gas line	1,362	LF	200.00	272,400	
	Subidi	al				\$1,326,400
G)	Landscape & Irrigation					
60	Landscape Pavers	11,518	SF	18.00	207,324	
61	Street trees	86	EA	1,000.00	86,000	
	Subtot	ale en la				\$295;324
	Total					\$7,259,004
	20% Contingency					\$1,451,801

The above figures prepared by the Engineer are an OPINION OF PROBABLE COST of items, including labor and material costs, noted and are supplied as a guide only. The above figures are NOT a guarantee of maximum cost. The Engineer is no responsible for fluctuations in cost of materials or labor.

Grand Total

EXHIBIT C-1

Performance Bond

[To be added when the Subdivider posts such bond.

Copies of such bond will be on file with San Francisco Public Works and/or Subdivider.]

EXHIBIT C-2

Labor and Materials Bond

[To be added when the Subdivider posts such bond.

Copies of such bond will be on file with San Francisco Public Works and/or Subdivider.]

EXHIBIT C-3

Monument Bond

[To be added when the Subdivider posts such bond.

Copies of such bond will be on file with San Francisco Public Works and/or Subdivider.]

EXHIBIT C-4

Mayor's Office of Housing and Community Development/Public Works

Memorandum of Agreement Concerning Improvement Security

MEMORANDUM OF AGREEMENT

(Hunters View Phase 3 Public Improvement Security) (Exhibit C-4 to Public Improvement Agreement)

This Memorandum of Agreement ("MOA") is dated as of _______ by and between the Mayor's Office of Housing and Community Development ("MOHCD") and San Francisco Public Works ("SFPW"). MOHCD and SFPW are both departments of the City and County of San Francisco, a municipal corporation ("City").

RECITALS

A. In 2003, San Francisco Housing Authority ("SFHA") issued a Request for Qualifications for a developer to redevelop the Hunters View public housing site, which totaled 22.56-acres. In August 2005, SFHA selected the development team originally formed as Hunters View Community Partners, and now currently formed as Hunters View Associates, a California nonprofit public benefit corporation ("Developer"). Developer is comprised of the John Stewart Company ("JSCo"), Devine & Gong, Incorporated ("DGI"), and Hunters Point Affordable Housing, Inc., a California nonprofit public benefit corporation ("HPAP" or "Subdivider").

B. Hunters View is a public housing development owned by the San Francisco Housing Authority in the City and County of San Francisco, California, which originally consisted of 267 rental units and is undergoing a multiphase renovation to create a new viable mixed-finance project ("Hunters View"). In addition, Hunters View was the first project developed under the City and the SFHA under the City's HOPE SF Program ("HOPE SF"). HOPE SF is the nation's first large-scale community development and reparations initiative aimed at creating vibrant, inclusive, mixed-income communities without mass displacement of the original residents. The entire Hunters View development will consist of the demolition of the original 267 public housing apartment units on the property, and new construction of (a) 267 replacement public housing units, (b) up to an additional 533 mixed-income housing units, (c) off-street parking, new roadways, and sidewalks, (d) up to 6,500 square feet of neighborhood servicing retail space, and (d) up to 8,500 square feet of child care space, community parks, and landscaping.

C. Hunters View Phase 3 is 5.98-acres (260,489 square feet) (the "Site") within Hunters View. The Site is bordered to the south by residential homes on Innes Avenue, to the west by Middle Point Road, and to the north and east by PGE sites. Infrastructure improvements for Hunters View Phase 3 will support two new affordable buildings, Block 14 and Block 17 at the Site, as well as future market rate developments on Blocks 12, 13, 15, 16, and 18 adjacent to the Site. Blocks 14 and 17 will contain a total of 118 units of affordable housing, including 53 public housing replacement units. Block 14 and 17 will be situated on a new drive, currently named Hunters Point Drive. A garage entry to Block 14 will also be located on Hunters View Drive. No off-street parking will be provided at Block 17. The Site will also include a new 0.71-acre park, situated between Blocks 14 and 17.

- D. In cooperation with SFHA and residents, MOHCD is leading the development and financing plan for the Site. In preparation for the development of new permanently affordable rental housing on the Site, MOHCD, SFPW and other City agencies are supporting subdivision actions for the Site. The Hunters View Phase 3 Final Subdivision Map (the "Final Map") is anticipated to be reviewed by the San Francisco Board of Supervisors on May 11, 2021. Subdivider is a party to a Public Improvement Agreement with City ("PIA") that will be approved and recorded concurrently with the Final Map. This MOA is an exhibit to the PIA and part of the PIA.
- E. The Subdivision Map Act and the City's 2015 Subdivision Regulations, Section 2.c require that security (performance bond or other acceptable security as provided in Section 66499 of the California Government Code) be posted at the time of Board of Supervisors' approval of the Final Map to cover the cost of all required public improvements.
- H. Subdivider is unable to provide a payment and performance bond until it has a contract with a general contractor ("GC") to construct the Subdivider's Obligations (as defined in the PIA) in late 2021. MOHCD and SFPW have agreed to the terms of this MOA in order to provide adequate security for City to approve the Final Map.

AGREEMENT

MOHCD and SFPW hereby agree as follows:

- 1. MOHCD Assurances. MOHCD has budgeted and allocated at least 20% of the costs of Subdivider's Obligations, and will keep such funds allocated until Subdivider's Obligations under the PIA are complete. If Subdivider fails to complete Subdivider's Obligations or stops work on them and fails to cure after notice of default, MOHCD will terminate or modify the loan agreement with Subdivider that provides the funding for Subdivider's Obligations, will keep such funds allocated to the Subdivider Obligations, and if needed, will transfer the remaining funds to the appropriate City department to complete the Subdivider's Obligations.
- 2. <u>Adequate Security</u>. SFPW affirms that the provisions of this MOA <u>provide</u> assurances of security in accordance with California Government Code Section 66499(a)(3), and therefore it is acceptable security under California Government Code Section 66499(a)(5).
- 4. <u>Term</u>. This MOA shall be effective on the date that (a) it is fully executed, and (b) the PIA is effective. This MOA will terminate when (a) Subdivider posts the security specified in Section 3(a) of the PIA and (b) copies of such bonds are made part of the PIA. Such termination shall occur automatically, and there shall be no requirement to amend the PIA to reflect any change in security from this MOA to the bonds specified in Section 3(a) of the PIA. Once terminated, MOHCD and SFPW will cooperate to take any action reasonably necessary to remove this MOA as a lien or charge against the Site.
- 6. <u>Authority</u>; <u>Amendments</u>. Unless otherwise required, all matters requiring MOHCD's approval shall be approved by the Director of MOHCD or his or her designee, and all matters requiring

By: Alaric Degrafinried
Its: Director

Its: Director
Date:

SFPW's approval shall be approved by the Director of SFPW or his or her designee. This MOA may be amended or modified only by a writing signed by the Director of SFPW and the Director of MOHCD. No waiver by any party of any of the provisions of this MOA will be effective unless in writing and signed by an authorized representative, and only to the extent expressly provided in such waiver.
7. Applicable Laws. All actions described herein are subject to and must be conducted in accordance with the applicable requirements of the City's Charter and codes and applicable state and federal laws.
IN WITNESS WHEREOF the Parties have caused this MOA to be executed by their duly appointed representatives this day of2021.
Maxor's Office of Housing and Community Development Ent D. Shaw
By: Eric D. Shaw
Its: Director 5/1/2021 3:35 PM PDT Date:
San Francisco Public Works

EXHIBIT D

Reserved

EXHIBIT E

List of Documents Required by the City in Order to Issue a Notice of Completion

- 1. Developer Request Letter for Determination of Completeness ("DOC")
- 2. Contractor Substantial Completion Letter
- 3. Civil Engineer Completion Notice
- 4. Geotechnical Engineer Completion Letter
- 5. Landscape Architect Completion Notice
- 6. Construction Manager Completion Notice
- 7. City Final Punch-list Approval
- 8. Utility Conformance Letter
- 9. As-Built Plan Approval
- 10. Recorded Notice of Completion
- 11. Survey Monuments
- 12. Test Reports
- 13. Joint Trench Conduits Mandrel Test
- 14. Confirmation of removal of all Non-Compliance Reports ("NCR")
- 15. Confirmation of all Change Orders/Instructional Bulletins
- 16. Confirmation from City that spare parts have been provided (as applicable)
- 17. Operation and Maintenance Manuals
- 18. Notice of Completion Recommendation from Public Works

EXHIBIT F

List of Documents Required by the City in Order to Make a Request for Acceptance

- 1. Developer Request for Acceptance Letter
- 2. Lien Notification to General Contractor and Subs
- 3. Utility Bill of Sale
- 4. 3rd Party Reimbursement Checks-Copies
- 5. Assignment of Warranties and Guaranties
- 6. License Agreements (as applicable)
- 7. Mechanic's Lien Guarantee
- 8. Modified Offers of Improvements (as applicable)
- 9. Updated Grant Deeds (as applicable)

EXHIBIT G

Form of Notice of Termination

RECORDING REQUESTED BY:

James M. Ryan
Acting City and County Surveyor
San Francisco Public Works
49 South Van Ness Avenue, STE 300
San Francisco, CA 94103-3795
Attn: 9TH Floor

WHEN RECORDED MAIL TO:

James M. Ryan Acting City and County Surveyor San Francisco Public Works 49 South Van Ness Avenue, STE 300 San Francisco, CA 94103-3795 Attn: 9TH Floor

Space Above This Line for Recorder's Use

NOTICE OF TERMINATION AND RELEASE OF

Public Improvement Agreement (DOC-____)

[Insert Date]

NOTICE OF TERMINATION AND RELEASE

OF

Public Improvement Agreement (DOC-____)

	e is hereby given that the Public Improvement Agreement dated and
record	led, Receipt No, Receipt No, Ree
	Image is hereby TERMINATED and RELEASED as it pertains to the
real p	roperty situated on Assessor's Block Lot commonly known as [insert stree
addre	ss] (AKA) between Street and Street in the City and
	ty of San Francisco (the "City"), State of California, and more fully described in Exhibit "A"
to this	s Notice of Termination and Release (hereinafter referred to as the "Property").
The I	Public Improvement Agreement ("Agreement") was recorded to provide notice to future
owne	rs of the Property that the Subdivider, as defined therein is subject to certain public
impro	vement and maintenance obligations relating to Final Map No. 9677 filed in Book
Pages	through of Maps, and recorded, 202_ in the Official Records o
	ity, as Document No Subdivider has completed the aforementioned public
	evement obligations and satisfied the maintenance obligations per the Agreement a
	med by the Director of Public Works based on The Agreement is attached
hereto	as Exhibit "B".
The A	Agreement is hereby terminated.
Dated	: in San Francisco, California
OWN	ER
	· · · · · · · · · · · · · · · · · · ·
By:	
[Note	owner's signatures need to be notarized.]
	· · · · · · · · · · · · · · · · · · ·
	COVED
San F	rancisco Public Works [or other affected Department]
D	
By:	Director
	Director
APPR	ROVED AS TO FORM
	is J. Herrera, City Attorney
,	is 3. Hericia, City Automoy
By:	
<i></i> , .	John Malamut
	Deputy City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

The land referred to is situated in the City and County of San Francisco, State of California, and is described as follows:

[INSERT LEGAL DESCRIPTION]			
Assessor's Lot; Block			
,	4	•	

EXHIBIT "B" [ATTACH AGREEMENT]

HUNTERS VIEW - SITE PLAN - OVERALL

Street 1 – Memory Lane Street 2 – Fairfax Avenue Final Map No. 9677



OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF AND HAVE THE RIGHT, TITLE, AND INTEREST TO THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS MAP; THAT WE ARE THE ONLY PERSONS HAVING ANY RECORD INTEREST IN THE SUBDIVIDED PROPERTY; AND THAT WE HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

WE HEREBY IRREVOCABLY OFFER FOR DEDICATION IN FEE THE FOLLOWING PUBLIC STREETS: STREET '1' AND STREET '2'. SAID FEE SHALL BE CONVEYED PER SEPARATE INSTRUMENT.

WE HEREBY IRREVOCABLY OFFER FOR DEDICATION THE IMPROVEMENTS AS SHOWN ON THE IMPROVEMENTS PLANS ASSOCIATED WITH THAT PUBLIC IMPROVEMENT AGREEMENT THAT ACCOMPANIES THIS FINAL SUBDIVISION MAP.

WE HEREBY IRREVOCABLY OFFER AN EASEMENT AGREEMENT FOR EMERGENCY VEHICLE ACCESS. SAID EASEMENT IS SUBJECT TO SUBSEQUENT APPROVAL BY THE BOARD OF SUPERVISORS AND SHALL BE CONVEYED PER SEPARATE INSTRUMENT.

WE HEREBY IRREVOCABLY OFFER AN EASEMENT AGREEMENT FOR ACCESS TO MAINTAIN RETAINING WALL. SAID EASEMENT IS SUBJECT TO SUBSEQUENT APPROVAL BY THE BOARD OF SUPERVISORS AND SHALL BE CONVEYED PER SEPARATE INSTRUMENT.

HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO, A PUBLIC BODY, CORPORATE AND POLITIC

OWNERS ACKNOWLEDGMENT

BY:

A notary or other public officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

STATE OF CALIFORNIA CITY AND COUNTY OF SAN FRANCISCO

ON, May 17 2021, BEFORE ME, Linda Martin

PERSONALLY APPEARED Germane Tonia Ledyv

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S)IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

Let make SIGNATURE



NOTARY COMMISSION NO. 2260017

MY COMMISSION EXPIRES: 09/27/22

COUNTY OR PRINCIPAL PLACE OF BUSINESS: Son Francisco

LESSEE'S STATEMENT

HUNTERS VIEW ASSOCIATES, L.P., A CALIFORNIA LIMITED PARTNERSHIP, LESSEE DISCLOSED BY MEMORANDUM OF GROUND LEASE RECORDED FEBRUARY 3, 2011 AS DOCUMENT No. 2011-J130574, OFFICIAL RECORDS OF CITY AND COUNTY OF SAN FRANCISCO, HEREBY CONSENTS TO THE MAKING AND FILING OF THIS MAP.

<u>LESSEE ACKNOWLEDGMENT</u>

A notary or other public officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

STATE OF CALIFORNIA CITY AND COUNTY OF SAN FRANCISCO

_ 20_1 BEFORE ME, L. Maraull ___, NOTARY PUBLIC. Jack D. Gardner PERSONALTY APPEARED

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S)IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S). OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED. EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE

NOTARY COMMISSION NO. 2287690

MY COMMISSION EXPIRES: June 2, 2023

COUNTY OR PRINCIPAL PLACE OF BUSINESS: Son Francisco

CLERK'S STATEMENT

, ANGELA CALVILLO, CLERK OF THE BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, HEREBY STATE THAT SAID BOARD OF SUPERVISORS BY ITS MOTION NO. _____ _____ ADOPTED APPROVED THIS MAP ENTITLED, "FINAL MAP NO. 9677" AND CONDITIONALLY ACCEPTED ON BEHALF OF THE PUBLIC THE OFFER OF IMPROVEMENTS AND THE OFFER OF DEDICATION, SUBJECT TO CITY ENGINEER CERTIFIED COMPLETION OF SAID IMPROVEMENTS AND BOARD OF SUPERVISORS ACCEPTANCE OF THE IMPROVEMENTS FOR CITY MAINTENANCE AND LIABILITY.

THE CLERK CONFIRMS THAT THE BOARD OF SUPERVISORS ALSO CONDITIONALLY ACCEPTED THE OFFER OF THE EASEMENT AGREEMENT FOR EMERGENCY VEHICLE ACCESS SUBJECT TO SUBSEQUENT APPROVAL BY THE BOARD OF SUPERVISORS.

THE CLERK CONFIRMS THAT THE BOARD OF SUPERVISORS ALSO CONDITIONALLY ACCEPTED THE OFFER OF THE EASEMENT AGREEMENT FOR ACCESS TO MAINTAIN RETAINING WALL SUBJECT TO SUBSEQUENT APPROVAL BY THE BOARD OF SUPERVISORS.

DATE: ____

CLERK OF THE BOARD OF SUPERVISORS CITY AND COUNTY OF SAN FRANCISCO STATE OF CALIFORNIA

TAX STATEMENT

I. ANGELA CALVILLO. CLERK OF THE BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DO HEREBY STATE THAT THE SUBDIMDER HAS FILED A STATEMENT FROM THE TREASURER AND TAX COLLECTOR OF THE CITY AND COUNTY OF SAN FRANCISCO. SHOWING THAT ACCORDING TO THE RECORDS OF HIS OFFICE THERE ARE NO LIENS AGAINST THIS SUBDIVISION OR ANY PART THEREOF FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES.

DATED _____ DAY OF ____

CLERK OF THE BOARD OF SUPERVISORS CITY AND COUNTY OF SAN FRANCISCO STATE OF CALIFORNIA

CITY AND COUNTY SURVEYORS STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP; THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE CALIFORNIA SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH; AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY

JAMES M. RYAN, ACTING CITY AND COUNTY SURVEYOR

CITY AND COUNTY OF SAN FRANCISCO

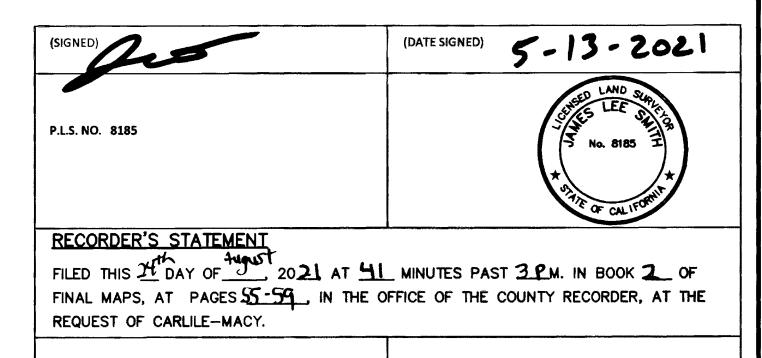
JAMES M. RYAN, PLS 8630



SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF HUNTERS VIEW ASSOCIATES L.P. IN JULY 2018.

I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE THREE YEARS FROM THE RECORDATION OF THIS MAP, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.



Doc # 2021135904

City and County of San Francisco Joaquin Torres, Assessor - Recorder

8/24/2021 3:41:23 PM Fees \$17.00 Final Map 2 55 - 59 Taxes \$0.00 Pages 5 Title 210 NH \$0.00 SB2 Fees \$225.00

COUNTY RECORDER

\$242.00

A 9 LOT SUBDIVISION AND 310 UNIT, MIXED USE RESIDENTIAL AND 1 COMMERCIAL CONDOMINIUM PROJECT WITHIN 7 BUILDABLE LOTS AND A RE-SUBDIVISION OF LOT 10 FINAL MAP NO. 5461, FILED FOR RECORD IN BOOK DD OF SURVEY MAPS, AT PROPERS RECORDER 6.12 ACRES

CITY AND COUNTY OF SAN FRANCISCO STATE OF CALIFORNIA

CARLILE • MACY

CIVIL ENGINEERS • URBAN PLANNERS • LAND SURVEYORS • LANDSCAPE ARCHITECTS

15 THIRD STREET, SANTA ROSA, CA 95401 Tel (707) 542-6451 Fax (707) 542-5212

MAY 2021

SHEET 1 OF 5 SHEETS

PROJECT 2007030.E1.02

2-251 MIDDLEPOINT ROAD

OLD REPUBLIC TITLE COMPANY, ORDER NO. 0227009820D-MN

A.B. 4624-032, 4624-442, 4624-443





1 Dr. Carlton B. Goodlett Place, Room 244 San Francisco 94102-4689 Tel. No. (415) 554-5184 Fax No. (415) 554-5163 TDD/TTY No. (415) 544-5227

MEMORANDUM

August 2, 2021 To: Joaquin Torres, Assessor-Recorder Angela Calvillo, Clerk of the Board From: Final Map 9677 - Hunters View Phase 3 Subject:

On July 27, 2021, the Board of Supervisors approved Map 9677; the certification is below. Additionally, I have attached the Tax Statement, stating there are no liens against this subdivision or any part thereof for

CLERK'S STATEMENT

I, ANGELA CALVILLO, CLERK OF THE BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, HEREBY STATE THAT SAID BOARD OF SUPERVISORS BY ITS MOTION NO. M21-122 ADOPTED 1019/27 2021.

APPROVED THIS MAP ENTITLED, "FINAL MAP NO 9677" AND CONDITIONALLY ACCEPTED ON BEHALF OF THE PUBLIC THE OFFER OF IMPROVEMENTS AND THE OFFER OF DEDICATION, SUBJECT TO CITY ENGINEER CERTIFIED COMPLETION OF SAID IMPROVEMENTS AND BOARD OF SUPERVISORS ACCEPTANCE OF THE IMPROVEMENTS FOR CITY MAINTENANCE AND LIABILITY.

THE CLERK CONFIRMS THAT THE BOARD OF SUPERVISORS ALSO CONDITIONALLY ACCEPTED THE OFFER OF THE EASEMENT AGREEMENT FOR EMERGENCY VEHICLE ACCESS SUBJECT TO SUBSECUENT APPROVAL BY THE BOARD OF SUPERVISORS.

THE CLERK CONFIRMS THAT THE BOARD OF SUPERVISORS ALSO CONDITIONALLY ACCEPTED THE OFFER OF THE EASEMENT ACREEMENT FOR ACCESS TO MAINTAIN RETAINING WALL SUBJECT, TO SUBSEQUENT APPROVAL BY THE BOARD OF SUPERVISORS.

BY:

OR /02/2021

CLERK OF THE BOARD OF SUPERVISORS
CITY AND GOUNTY OF SAN FRANCISCO
STATE OF CALIFORNIA

IAX STATEMENT

I, ANGELA CALMILD, CLERK OF THE BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DO HERBY STATE THAT THE SUBDIMDER HAS FILED A STATEMENT FROM THE TREASURER AND TAX COLLECTOR OF THE CITY AND COUNTY OF SAN FRANCISCO, SHOWING THAT ACCORDING TO THE RECORDS OF HIS OFFICE THERE ARE NO LIENS AGAINST THIS SUBDIVISION OR ANY PART THEREOF FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES.

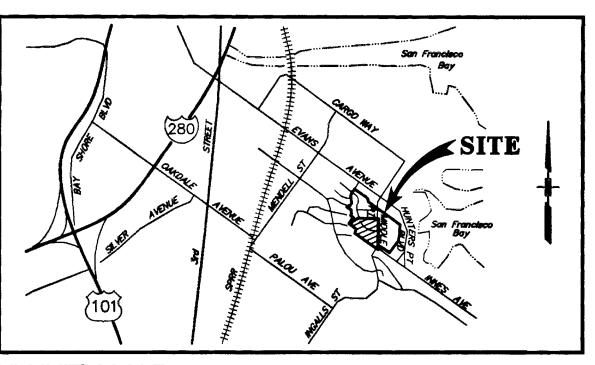
DATED 2nd DAY OF AUGUST 20 21

CLERK OF THE BOARD OF SUPERVISORS CITY AND COUNTY OF SAN FRANCISCO STATE OF CALIFORNIA

BOARD OF SUPERVISORS APPROVAL

on $\underline{\text{July }27}$, 20.21 the board of supervisor's of the city and county of san francisco, state of california approved and passed motion no. $\underline{\text{M21-122}}$, a copy of which is on file in the office of the board of supervisor's in file no. $\underline{210800}$

jw:ll:ams



VICINITY MAP

NTS

NOTES

- 1. THE HUNTERS VIEW PHASE 3 PROJECT IS SUBJECT TO NUMEROUS APPROVED DOCUMENTS AS NOTED BELOW AND COMPLIANCE THEREWITH:
 - a. RESTRICTIONS AND RIGHTS DEFINED IN THE DESIGN FOR DEVELOPMENT DOCUMENT DATED MAY 29, 2008 AND ANY SUBSEQUENT AMENDMENTS THEREOF.
 - b. "DECLARATION OF TRUST" RECORDED NOVEMBER 01, 1955 AS INSTRUMENT NUMBER 1955—C28806 IN REEL 6727, IMAGE 27, RECORDER'S SERIAL NUMBER 1955—E28806 OF OFFICIAL RECORDS.
 - c. "DECLARATION OF TRUST (GRANT PROJECTS), RECORDED JANUARY 24, 1989
 AS INSTRUMENT NO 1989—E312299, REEL E791, IMAGE 1595, OF OFFICIAL
 RECORDS
 - d. MATTERS CONTAINED IN THE REDEVELOPMENT PLAN FOR THE BAYVIEW HUNTERS POINT REDEVELOPMENT PROJECT ARE RECORDED JUNE 23, 2006 AS INSTRUMENT NO 2006-I 199495, REEL J168, IMAGE 0795, OFFICIAL RECORDS.
 - e. MATTERS CONTAINED IN THE DECLARATION OF RESTRICTIONS BAYVIEW HUNTERS POINT REDEVELOPMENT PROJECT ARE RECORDED JUNE 23, 2006 AS INSTRUMENT NO 2006-I 199500, REEL J168, IMAGE 0800, OFFICIAL RECORDS.
 - f. "DECLARATION OF TRUST (PUBLIC HOUSING MODERNIZATION GRANT PROJECTS) RECORDED MARCH 19, 2007 AS INSTRUMENT NO. 2007—I354630, REEL J350, IMAGE 237, OF OFFICIAL RECORDS.
 - g. MATTERS CONTAINED IN THE AMENDED DEVELOPMENT PLAN FOR THE BAYVIEW HUNTERS POINT REDEVELOPMENT AREA, RECORDED NOVEMBER 18, 2010 AS INSTRUMENT NO. 2010—J083655, REEL K273, IMAGE 0422, OF OFFICIAL RECORDS.
 - h. MATTERS CONTAINED IN THE MASTER DECLARATION OF COVENANTS AND RESTRICTIONS FOR HUNTERS VIEW PLANNED DEVELOPMENT, RECORDED JULY 29, 2011 AS INSTRUMENT NO. 2011—J229686, REEL K449, IMAGE 268, OF OFFICIAL RECORDS.

 *MODIFIED JUNE 30, 2015, AS INSTRUMENT NO. 2015—K084260, IN OFFICIAL RECORDS.
 - i. MATTERS CONTAINED IN THE AMENDED REDEVELOPMENT PLAN FOR THE BAYVIEW HUNTERS POINT REDEVELOPMENT PROJECT ARE RECORDED OCTOBER 23, 2018 AS INSTRUMENT NO 2018—K685939 OF OFFICIAL RECORDS.
- 2. ALL DISTANCES AND DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.

FINAL MAP NO. 9677

A 9 LOT SUBDIVISION AND 310 UNIT, MIXED USE RESIDENTIAL AND 1 COMMERCIAL CONDOMINIUM PROJECT WITHIN 7 BUILDABLE LOTS AND A RE-SUBDIVISION OF LOT 10 FINAL MAP NO. 5461, FILED FOR RECORD IN BOOK DD OF SURVEY MAPS, AT PAGES 90-97, OFFICE OF THE COUNTY RECORDER

6.12 ACRES

CITY AND COUNTY OF SAN FRANCISCO STATE OF CALIFORNIA



CIVIL ENGINEERS • URBAN PLANNERS • LAND SURVEYORS • LANDSCAPE ARCHITECTS

15 THIRD STREET, SANTA ROSA, CA 95401 Tel (707) 542-6451 Fax (707) 542-5212

MAY 2021

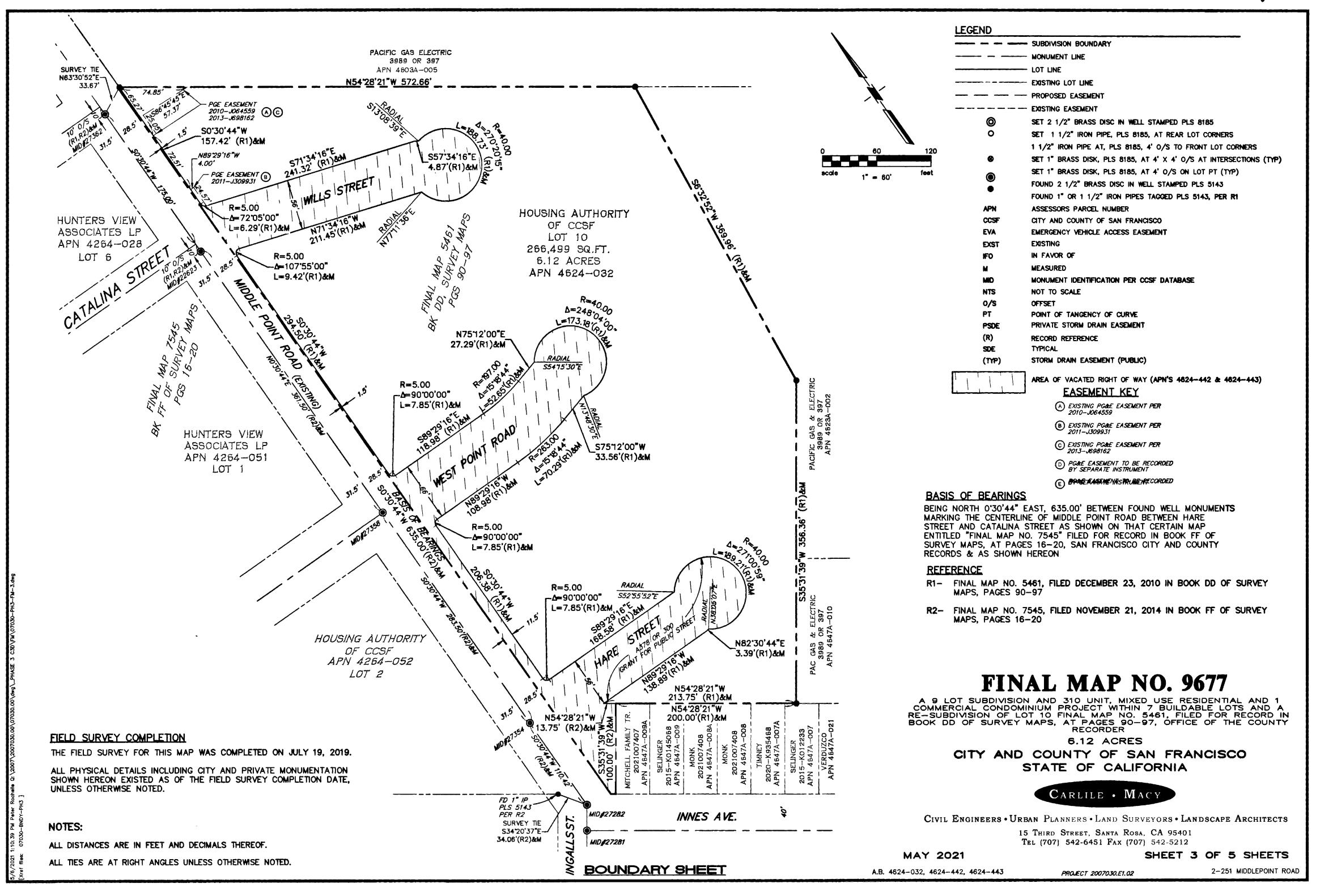
SHEET 2 OF 5 SHEETS

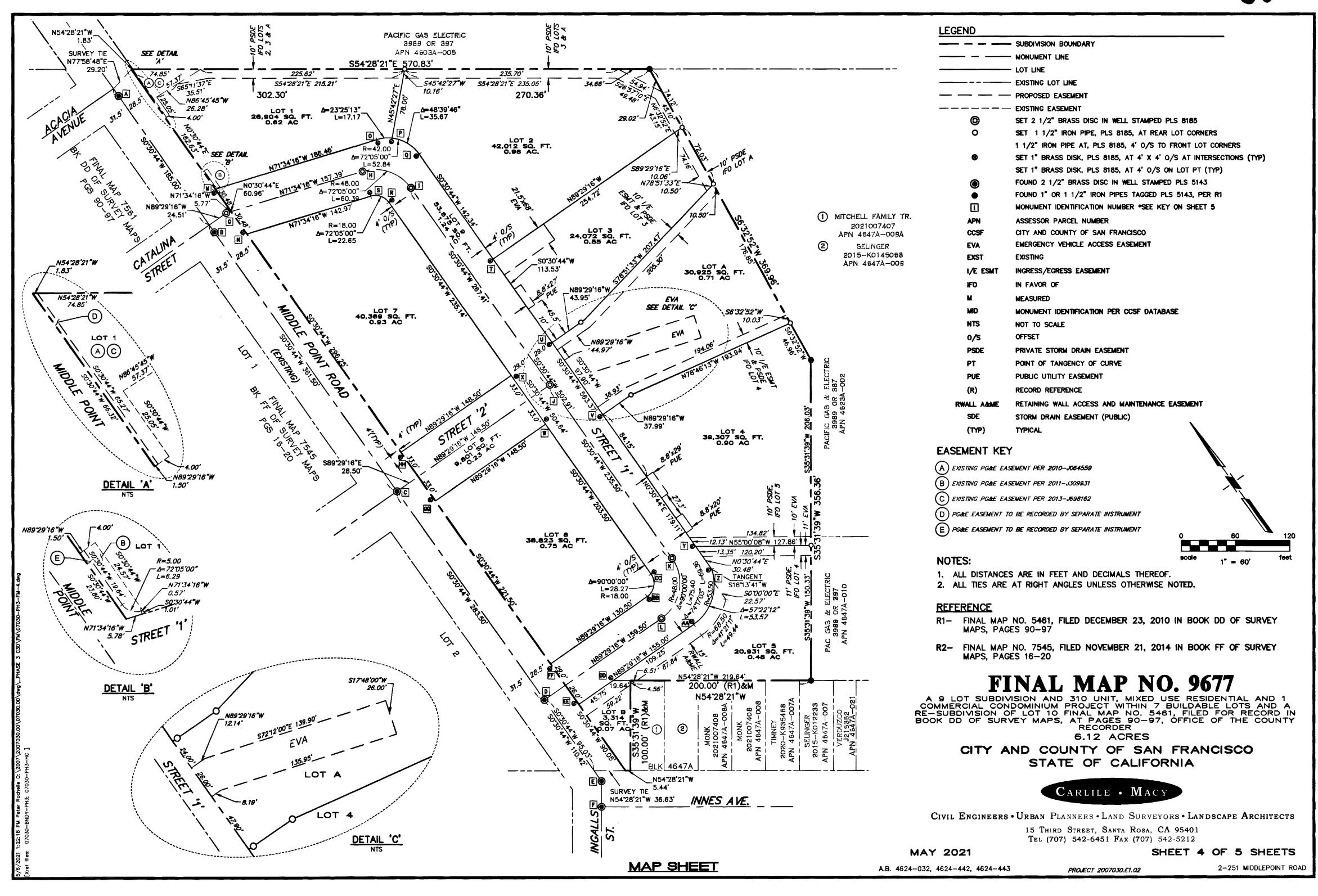
A.B. 4624-032, 4624-442, 4624-443

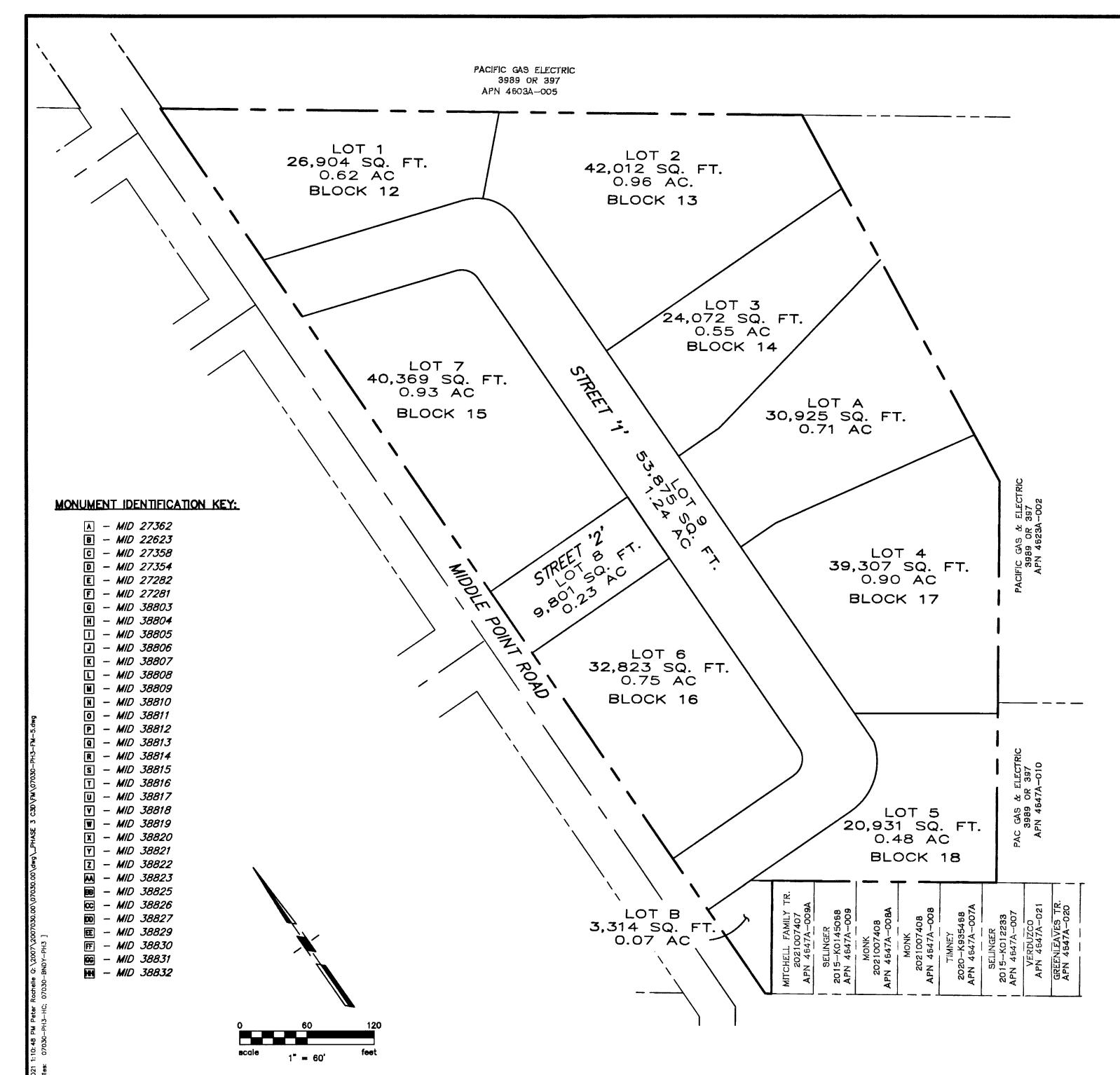
PROJECT 2007030.E1.02

2-251 MIDDLEPOINT ROAD

CITY AND COUNTY OF SAN FRANCISCO







LOTS					
FINAL MAP LOT NO.	ASSESSORS PARCEL NO.		PLANNING BLOCK NO.	CONDO UNITS	APN RANGE
1	4624-	-444	12	20	455-474
2	4624-	-445	13	32	475-506
3	4624-	-446	14	28	507-534
4	4624-	-447	17	54	535-588
5	4624-	-448	18	14	589-602
6	4624-	-449	16	88	603-690
7	4624-	-450	15	74	691-764
	4624-765 1 COMMERCIAL UNIT.				
OPEN SPACE					
FINAL MAP LOT NO.				ASSESSORS PARCEL NO.	
Α		PVT. O	PEN SPACE	4624-451	
В		PVT. OPEN SPACE		4624-452	
STREET LOTS					
FINAL MAP LOT NO.		STREET		ASSESSORS PARCEL NO.	
8		STF	REET '2'	4624-453	
9		STI	REET '1'	4624-454	

NOTE: THE PROPOSED ASSESSOR PARCEL NUMBERS SHOWN HEREON ARE FOR INFORMATIONAL USE ONLY AND SHOULD NOT BE RELIED UPON FOR ANY OTHER PURPOSE.

CONDOMINIUM NOTES:

A) THIS MAP IS THE SURVEY MAP PORTION OF A CONDOMINIUM PLANT AS DESCRIBED IN CALIFORNIA CIVIL. CODE SECTION 4120 AND 4285. THIS CONDOMINIUM PROJECT IS LIMITED TO 310 MAXIMUM NUMBER OF DWELLING UNITS AND/OR 1 COMMERCIAL UNIT.

B) ALL INGRESS (ES), EGRESS (ES), PATH(S) OF TRAVEL, FIRE/EMERGENCY EXIT(S) AND EXITING COMPONENTS, EXIT PATHWAY(S) AND PASSAGEWAY(S), STAIRWAY(S), CORRIDOR(S), ELEVATOR(S), AND COMMON USE ACCESSIBLE FEATURE(S) AND FACILITIES SUCH AS RESTROOMS THAT THE BUILDING CODE REQUIRES FOR COMMON USE SHALL BE HELD IN COMMON UNDIVIDED INTEREST.

C) UNLESS SPECIFIED OTHERWISE IN THE GOVERNING DOCUMENTS OF THE HUNTERS VIEW COMMUNITY ASSOCIATION, INCLUDING ITS CONDITIONS, COVENANTS, AND RESTRICTIONS, THE HUNTERS VIEW COMMUNITY ASSOCIATION SHALL BE RESPONSIBLE, IN PERPETUITY, FOR THE MAINTENANCE, REPAIR, AND REPLACEMENT OF:

(I) ALL GENERAL USE COMMON AREA IMPROVEMENTS; AND

(II) ALL FRONTING SIDEWALKS, ALL PERMITTED OR UNPERMITTED PRIVATE ENCROACHMENTS AND PRIVATELY MAINTAINED STREET TREES FRONTING THE PROPERTY, AND ANY OTHER OBLIGATION IMPOSED ON PROPERTY OWNERS FRONTING A PUBLIC RIGHT-OF-WAY PURSUANT TO THE PUBLIC WORKS CODE OR OTHER APPLICABLE MUNICIPAL CODES

D) IN THE EVENT THE AREAS IDENTIFIED IN (C)(II) ARE NOT PROPERLY MAINTAINED, REPAIRED, AND REPLACED ACCORDING TO THE CITY REQUIREMENTS, EACH LOT OWNER SHALL BE RESPONSIBLE TO THE EXTENT OF HIS/HER PROPORTIONATE OBLIGATION TO THE HV COMMUNITY ASSOCIATION FOR THE MAINTENANCE, REPAIR, AND REPLACEMENT OF THOSE AREAS. FAILURE TO UNDERTAKE SUCH MAINTENANCE, REPAIR, AND REPLACEMENT MAY RESULT IN CITY ENFORCEMENT AND ABATEMENT ACTIONS AGAINST THE HV COMMUNITY ASSOCIATION AND/OR THE INDIVIDUAL LOT OWNERS, WHICH MAY INCLUDE, BUT NOT BE LIMITED TO IMPOSITION OF A LIEN AGAINST THE LOT OWNER'S PROPERTY.

E) APPROVAL OF THIS MAP SHALL NOT BE DEEMED APPROVAL OF THE DESIGN, LOCATION, SIZE, DENSITY OR USE OF ANY STRUCTURE(S) OR ANCILLARY AREAS OF THE PROPERTY ASSOCIATED WITH STRUCTURES, NEW OR EXISTING, WHICH HAVE NOT BEEN REVIEWED OR APPROVED BY APPROPRIATE CITY AGENCIES NOR SHALL SUCH APPROVAL CONSTITUTE A WAIVER OF THE SUBDIVIDER'S OBLIGATION TO ABATE ANY OUTSTANDING MUNICIPAL CODE VIOLATIONS. ANY STRUCTURES CONSTRUCTED SUBSEQUENT TO APPROVAL OF THIS FINAL MAP SHALL COMPLY WITH ALL RELEVANT MUNICIPAL CODES, INCLUDING BUT NOT LIMITED TO THE PLANNING, HOUSING AND BUILDING CODES, IN EFFECT AT THE TIME OF ANY APPLICATION FOR REQUIRED PERMITS.

F) BAY WINDOWS, FIRE ESCAPES AND OTHER ENCROACHMENTS (IF ANY SHOWN HEREON, THAT EXIST, OR THAT MAY BE CONSTRUCTED) ONTO OR OVER MIDDLE POINT ROAD, STREET '1' AND STREET '2' ARE PERMITTED THROUGH AND ARE SUBJECT TO THE RESTRICTIONS SET FORTH IN THE BUILDING CODE AND PLANNING CODE OF THE CITY AND COUNTY OF SAN FRANCISCO. THIS MAP DOES NOT CONVEY ANY OWNERSHIP INTEREST IN SUCH ENCROACHMENT AREAS TO THE CONDOMINIUM UNIT OWNER(S).

G) SIGNIFICANT ENCROACHMENTS, TO THE EXTENT THEY WERE VISIBLE AND OBSERVED, ARE NOTED HEREON. HOWEVER, IT IS ACKNOWLEDGED THAT OTHER ENCROACHMENTS FROM/ONTO ADJOINING PROPERTIES MAY EXIST OR BE CONSTRUCTED. IT SHALL BE THE RESPONSIBILITY SOLELY OF THE PROPERTY OWNERS INVOLVED TO RESOLVE ANY ISSUES THAT MAY ARISE FROM ANY ENCROACHMENTS WHETHER DEPICTED HEREON OR NOT. THIS MAP DOES NOT PURPORT TO CONVEY ANY OWNERSHIP INTEREST IN AN ENCROACHMENT AREA TO ANY PROPERTY OWNER.

FINAL MAP NO. 9677

A 9 LOT SUBDIVISION AND 310 UNIT, MIXED USE RESIDENTIAL AND 1 COMMERCIAL CONDOMINIUM PROJECT WITHIN 7 BUILDABLE LOTS AND A RE-SUBDIVISION OF LOT 10 FINAL MAP NO. 5461, FILED FOR RECORD IN BOOK DD OF SURVEY MAPS, AT PAGES 90-97, OFFICE OF THE COUNTY RECORDER

6.12 ACRES

CITY AND COUNTY OF SAN FRANCISCO STATE OF CALIFORNIA



CIVIL ENGINEERS • URBAN PLANNERS • LAND SURVEYORS • LANDSCAPE ARCHITECTS

15 Third Street, Santa Rosa, CA 95401 Tel (707) 542-6451 Fax (707) 542-5212

MAY 2021

SHEET 5 OF 5 SHEETS

SUPPLEMENTAL SHEET

A.B. 4624-032, 4624-442, 4624-443

PROJECT 2007030.E1.02

2-251 MIDDLEPOINT ROAD

4

5

6 7

8

9

11

12

13

14

15

16

17

18 19

20

2122

23

2425

[Establishing the HOPE SF Fund and provide for appropriations to the Fund.]

Ordinance amending the San Francisco Administrative Code by adding Section 10.100-370, to: establish the HOPE SF Fund; direct the City to appropriate \$5,000,000 to the Fund for FY 2007-2008 and set City policy regarding future appropriations to the Fund; identify the permitted uses of moneys so deposited; and, set forth provisions for the administration of such fund.

Note:

Additions are <u>single-underline italics Times New Roman</u>; deletions are <u>strikethrough italies Times New Roman</u>. Board amendment additions are <u>double underlined</u>. Board amendment deletions are <u>strikethrough normal</u>.

Be it ordained by the People of the City and County of San Francisco:

Section 1. The San Francisco Administrative Code is hereby amended by adding Section 10.100-370, to read as follows:

SEC. 10-100-370. SAN FRANCISCO HOPE SF FUND.

(a) Establishment of Fund. The HOPE SF Fund is hereby established as a category four fund for the purpose of assisting in the replacement and/or rehabilitation of distressed public housing projects in the City and County of San Francisco.

(b) Deposits to Fund.

1. Base Deposit. The City shall appropriate \$5,000,000 from the General Fund into the HOPE SF Fund for fiscal year 2007-2008. In subsequent years, it shall be City policy to appropriate the same base amount to the HOPE SF Fund, as well as the additional deposits described in subsection (b)(2), below.

2. Additional Deposits. It shall be City policy to increase the base deposit described in subsection (b)(1), above, each fiscal year in an amount equal to the tax revenues generated during the prior fiscal year through construction and development activities on projects funded in whole or in part

Mayor Newsom, Sufervisor MARWELL BOARD OF SUPERVISORS

2	
3	And the second section of the section of the second section of the section of the second section of the second section of the sectio
4	
5	
6	ļ
7	
8	
9	
10	!
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	

by the HOPE SF Fund.	The Controller's	calculation	of the amou	unt of such	revenues	with refere	nc <u>e to</u>
			•		-		
any particular project s	hall include the f	ollowing:					

- A. The portion of property and possessory interest tax revenues allocated to the City's General Fund under state law:
- B. Property transfer tax revenues derived from the City's Real Property Transfer Tax

 Ordinance (Article 12-C of the City Business and Tax Regulations Code);
- C. Sales and use tax revenues derived from the Bradley-Burns Uniform Local Sales and
 Use Tax Law (the 1% levy authorized under California Revenue and Taxation Code Section 7203.1);
 and
- D. Payroll tax revenues derived from the City's Payroll Expense Tax Ordinance
 (Article 12-A of the City Business and Tax Regulations Code).

(c) Use of Fund.

- 1. The fund shall be used exclusively for the purpose of providing financial assistance to the San Francisco Housing Authority and housing developers, where the contribution of monies from the fund to a specific eligible HOPE SF Project described in clause (2) below will be accompanied by an agreement as to the affordability of some or all units in such HOPE SF Project for persons and families of very-low, low and moderate income as defined by the United States Department of Housing and Urban Development. Such affordability shall be maintained for a period of not less than the greater of fifty years or the useful life of the project.
- 2. There are two eligible types of HOPE SF Projects: public housing developments in need of substantial rehabilitation; and public housing developments in need of demolition and new construction of public housing in conjunction with affordable housing and market-rate housing. Funds may be used to pay for the following:

A. Capital expenses typically associated with the development and/or rehabilitation of
public housing or affordable housing, including but not limited to infrastructure costs, construction
costs, design costs, permit fees, financing fees, capitalized reserves, and developer fees;

- B. Administrative costs required to oversee the program;
- C. Payment of debt service on any bond or lease financing issued by the City for HOPE SF Fund-eligible purposes; and
- D. Other activities associated with the development of any HOPE SF Project, subject to the adopted rules and regulations described in paragraph (d) below.
- 3. Grants, Bequests, and Other Sources. The Controller shall also cause the following to be deposited in the HOPE SF Fund: any and all grants, gifts, or bequests from private sources for the purposes cited above; any monies repaid to the City as a result of loans made by City to developers from monies in the HOPE SF Fund to assist in the development of replacement public housing and/or affordable housing associated with the replacement of public housing: any repayments of monies to City where the City is beneficiary under a promissory note which was acquired as a result of the City's housing affordability assistance from monies in the HOPE SF Fund; and any monies otherwise allocated to the fund, all to the extent such monies are not required to be deposited in other funds or applied to other purposes.

Bv:

(d) Administration of Fund. The fund shall be administered by the Mayor's Office of Housing.

The Director of the Mayor's Office of Housing shall promulgate such rules and regulations as he or she may deem appropriate to carry out the provisions of the fund. Such rules and regulations shall be developed in consultation with any appropriate agencies or organizations with which the Director, or his or her designee, may choose to consult. The rules and regulations shall be subject to a public hearing and approved by resolution of the Board of Supervisors.

APPROVED AS TO FORM: DENNIS J. HERRERA, City Attorney

Michael J. Martin Deputy City Attorney



City and County of San Francisco Tails

City Hall 1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102-4689

Ordinance

File Number:

070849

Date Passed:

Ordinance amending the San Francisco Administrative Code by adding Section 10.100-370, to: establish the HOPE SF Fund; direct the City to appropriate \$5,000,000 to the Fund for FY 2007-2008 and set City policy regarding future appropriations to the Fund; identify the permitted uses of moneys so deposited; and, set forth provisions for the administration of such fund.

July 10, 2007 Board of Supervisors — CONTINUED

Ayes: 11 - Alioto-Pier, Ammiano, Daly, Dufty, Elsbernd, Jew, Maxwell, McGoldrick, Mirkarimi, Peskin, Sandoval

July 17, 2007 Board of Supervisors — PASSED ON FIRST READING

Ayes: 9 - Alioto-Pier, Ammiano, Daly, Elsbernd, Maxwell, McGoldrick,

Mirkarimi, Peskin, Sandoval

Noes: 1 - Jew Absent: 1 - Dufty

July 24, 2007 Board of Supervisors — FINALLY PASSED

Ayes: 9 - Alioto-Pier, Ammiano, Dufty, Elsbernd, Maxwell, McGoldrick,

Mirkarimi, Peskin, Sandoval

Noes: 2 - Daly, Jew

File No. 070849

I hereby certify that the foregoing Ordinance was FINALLY PASSED on July 24, 2007 by the Board of Supervisors of the City and County of San Francisco.

ingela Calvillo erk of the Board

Mayor Gavin N wsom

BOARD of SUPERVISORS



City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. (415) 554-5184
Fax No. (415) 554-5163
TDD/TTY No. (415) 554-5227

MEMORANDUM

TO: Carla Short, Director, Public Works

Nancy Alfaro, Director, 311

Mary Ellen Carroll, Executive Director, Dept. of Emergency Management

Sandy Tong, Interim Chief, Fire Department Willam Scott, Police Chief, Police Department

FROM: Victor Young, Assistant Clerk

Victor Young

DATE: October 28, 2024

SUBJECT: LEGISLATION INTRODUCED

The Board of Supervisors' Rules Committee received the following proposed Ordinance:

File No. 241044

Resolution approving the official naming for two street segments within the Hunters View HOPE SF Infrastructure Phase III Project; approving Memory Lane as the official street name for the yet to be constructed unnamed street that starts at the intersection of Catalina Street and Middle Point Road on the north and ends at its southerly terminus where it rejoins Middle Point Road; and continuing the street name of Fairfax Avenue from its unbuilt segment at its intersection with Middle Point Road to its easterly terminus at Memory Lane.

If you have comments or reports to be included with the file, please forward them to Victor Young at the Board of Supervisors, City Hall, Room 244, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102 or by email at: victor.young@sfgov.org.

c: David Steinberg, Public Works
Ian Schneider, Public Works
Jason Wong, Public Works
Amy Garant, 311
Carson Chin, 311
Theresa Ludwig, Fire Dept.
Olivia Scanlon, Dept. of Emergency Management
Michelle Busse, Dept. of Emergency Management
Lisa Ortiz, Police Dept.
Lili Gamero, Police Dept.
Rima Malouf, Police Dept.
Diana Oliva-Aroche, Police Dept.



City and County of San Francisco Master Report

City Hall 1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102-4689

File Number: 241044 File Type: Resolution Status: Pending Committee Action **Enacted:** Effective: Version: 1 In Control: Rules Committee File Name: Official Naming of Streets - Hunters View Phase III Date Introduced: 10/22/2024 Requester: Cost: **Final Action: Comment:** Title: Resolution approving the official naming for two street segments within the Hunters View HOPE SF Infrastructure Phase III Project; approving Memory Lane as the official street name for the yet to be constructed unnamed street that starts at the intersection of Catalina Street and Middle Point Road on the north and ends at its southerly terminus where it rejoins Middle Point Road; and continuing the street name of Fairfax Avenue from its unbuilt segment at its intersection with Middle Point Road to its easterly terminus at Memory Lane. Companion 070849, 210800 Sponsors: Mayor; Walton Files:

Sent To

Rules Committee

City and County of San Francisco

History of Legislative File 241044

Date

Action

10/22/2024 RECEIVED AND

ASSIGNED

Ver Acting Body

President

Due Date

Result



HOPE SF

Launched in 2007, HOPE SF is a twenty-year human and real estate capital commitment, spanning four mayoral administrations. HOPE SF is the nation's first large-scale community development and reparations initiative aimed at creating vibrant, inclusive mixed-income communities without mass displacement of the original residents.

Hunters View, Sunnydale, Potrero & Potrero Annex, and Alice Griffith, the four HOPE SF sites, share the goal of eradicating intergenerational poverty by:

- Ensuring No Loss of Public Housing.
- Creating an Economically Integrated Community.
- Maximizing the Creation of New Affordable Housing.
- Involving Residents in the Highest Levels of Participation in the Entire Project.
- Providing Economic Opportunities through the Rebuilding Process.
- Integrating Process with Neighborhood Improvement Revitalization Plans.
- Creating Economically Sustainable and Accessible Communities.
- Building a Strong Sense of Community.



Hunters View was the first of the HOPE SF sites to begin construction. Phase III is the final affordable phase and will complete the 1 for 1 replacement housing at the site.

Original Hunters View



- 267 public housing units
- Unconnected to street grid and city services
- Undefined open space/no parks
- No resident services

Revitalized Hunters View



- 1:1 replacement of all public housing units
- Additional affordable and market-rate housing (rental + homeownership)
- Reconfigured street grid and new infrastructure
- 3 new public parks and resident services space
- Orange blocks represent current and future affordable housing
- Yellow blocks represent future market rate housing

Hunters View Phase III

- 118 units
 - 53 public housing replacement units
 - 64 tax credit units
 - 1 manager's unit
- Property Management Offices, Community Room,
 Bayview YMCA office, Learning Center, Café space
- Phase III Park
- 2 new buildings + new roads, sidewalks, and utilities
- TCO Spring 2025





Proposed Street Names Legislation

Board File 241044

- Renames Street 1 as Memory Lane
- Renames Street 2 as Fairfax Avenue (continuation of Fairfax Avenue from Phase I and II)
- These names were chosen based on community meetings and a resident paper and online survey in 2024.
- Establishing street names helps with addressing and closeout of the new construction project, enabling the project to lease up.

Hunters View Site Plan



