

RECORDING REQUESTED BY
CLERK OF THE BOARD OF SUPERVISOR
OF THE CITY AND COUNTY OF SAN FRA



(Exempt from Recording Fees
Pursuant to Government Code
Section 27383)

San Francisco Assessor-Recorder
Carmen Chu, Assessor-Recorder
DOC- 2015-K076610-00
Acct 28-SFCC Board of Supervisors
Tuesday, JUN 16, 2015 15:28:22
Ttl Pd \$0.00 Rcpt # 0005168239
okc/KC/1-11

AND WHEN RECORDED MAIL TO:

Angela Calvillo
Clerk of the Board of Supervisors
City Hall, Room 244
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102

**ASSIGNMENT AND ASSUMPTION AGREEMENT
AS TO 2400 CLAY STREET
DEVELOPMENT AGREEMENT
RELATING TO THE CONSTRUCTION AND RECONSTRUCTION
OF HEALTHCARE FACILITIES IN FURTHERANCE OF THE CALIFORNIA
PACIFIC MEDICAL CENTER LONG RANGE DEVELOPMENT PLAN**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, this "**Assignment**") is entered on this 20th day of May, 2015, by and between SUTTER WEST BAY HOSPITALS, a California nonprofit public benefit corporation doing business as California Pacific Medical Center ("**CPMC**" or "**Assignor**"), and ConCad Holdings LLC, a California limited liability company ("**Assignee**").

RECITALS

A. Effective as of August 10, 2013, Assignor and the City and County of San Francisco, a political subdivision and municipal corporation of the State of California (the "**City**"), entered into that certain Development Agreement Relating to the Construction and Reconstruction of Healthcare Facilities in Furtherance of the California Pacific Medical Center Long Range Development Plan (the "**Development Agreement**") with respect to certain real property owned by Assignor, as such property is more particularly described in the Development Agreement (the "**Project Sites**"). The Development Agreement was recorded in the Official Records of the City and County of San Francisco on August 12, 2013 as Document No. 2013J728647.

B. Assignor conveyed certain real property as more particularly identified and described on Exhibit A attached hereto (hereafter the "**Transferred Property**") to Assignee on October 20, 2014 (the "**Transfer Date**"). The Transferred Property is identified as part of the Pacific Campus Project Site under the Development Agreement and therefore is subject to certain portions of the Development Agreement.

C. The Transferred Property, while identified as a Project Site in Exhibit A-4 of the Development Agreement, does not include or require the completion of any Public Benefits or Public Improvements. There are no Near-Term or Long-Term Projects tied to the Transferred Property.

D. Assignor desires to assign and Assignee desires to assume certain of Assignor's rights and obligations under the Development Agreement with respect to the Transferred Property, as more particularly described below.

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, Assignor and Assignee hereby agree as follows:

1. Defined Terms. Initially capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Development Agreement.

2. Assignment of Development Agreement. Assignor hereby assigns to Assignee, effective as of the Transfer Date, the following rights and obligations of Assignor under the Development Agreement with respect to the Transferred Property:

(a) The payment of any and all fees and charges (including, but not limited to, Impact Fees and Exactions as to any future development at the Transferred Property) as set forth in Section 4.7 of the Development Agreement, to the extent any such fees and charges (including, but not limited to, Impact Fees and Exactions) are payable under the Development Agreement or in accordance with applicable law as a result of future development of the Transferred Property;

(b) Participation in the community visioning process for the Pacific Campus, as described in Exhibit I-2, and the community meetings held by the Pac CAG, by assigning a person to attend and remain involved in the community meetings;

(c) The nondiscrimination requirements as set forth in Section 4.6 of the Development Agreement and the indemnification provisions of Section 4.9 of the Development Agreement, as they relate to the Transferred Property; and

(d) To the extent applicable, the CEQA requirements in Section 4.5 of the Development Agreement and the requirement to cooperate in the event of a Third-Party Challenge as it relates to the Transferred Property or this Assignment as set forth in Section 7.4 of the Development Agreement.

Assignor shall retain and be solely responsible for, and does not assign to Assignee, all of the obligations under the Development Agreement related to any Project Site or property other than the Transferred Property, and all obligations under the Development Agreement relating to the Transferred Property that have not been expressly assigned to Assignee above, including without limitation: (1) all of Assignor's obligations under the community visioning plan for the Pacific Campus described in Exhibit I-2, including establishing the Pac CAG, holding regular public meetings, and facilitating and providing logistical support for all meetings, and scheduling and providing meeting space if needed, the obligations under Section 3 of Exhibit I-2, and the creation of a Pacific Campus Community Visioning Plan under Section 4 of Exhibit I-2; (2) all of Assignor's rights and obligations relating to the Long-Term Projects on the Pacific Campus, including the construction of any and all Public Improvements and Assignor's obligation to pay

the CCHAP Improvement Funds relating to the Pacific Campus, which remain due and payable by Assignor in full as set forth in Exhibit N; (3) Assignor's obligations relating to the Annual Review process as it relates to the Pacific Campus; (4) Assignor's obligations to complete the Public Benefits; and (5) Assignor's obligations to pay the City Costs (as defined in Sections 1.23 and 4.7 of the Development Agreement), including, but not limited to, City Costs relating to the preparation and execution of this Assignment and the City's consent hereto, but not including City Costs incurred after the Transfer Date as a result of the acts or omissions of Assignee with respect to the Transferred Property.

Nothing in the Development Agreement, or in this Assignment, expands or restricts the Assignee's right to develop the Transferred Property or to change any uses of the Transferred Property. Any development or change in use of the Transferred Property will be in accordance with applicable law, including applicable zoning restrictions. Because there are no Public Benefits or Public Improvements being transferred to Assignee, the City agrees that Assignee shall not be required to submit an annual Compliance Statement and the City will not perform an Annual Review for Assignee. No extension of the Development Agreement as it relates to Assignor or any other Transferee shall extend the Development Agreement for Assignee. The Development Agreement as it relates to the Transferred Property will expire on August 9, 2023 unless sooner terminated in accordance with the terms of the Development Agreement.

Assignee shall have the right, as set forth in Section 7.1 of the Development Agreement, to obtain from the City written confirmation of the completion of performance, revocation or termination of the Development Agreement as it relates to the Transferred Property.

3. Assumption of Obligations Under the Development Agreement. Assignee hereby assumes, from and after the Transfer Date, all of Assignor's rights and obligations under the Development Agreement with respect to the Transferred Property that have been assigned to Assignee as set forth in Paragraph 2 above. The parties intend that, from and after the Transfer Date, Assignee shall become substituted for Assignor as "CPMC" under the Development Agreement with respect to the Transferred Property. Assignee agrees to the provisions of the Development Agreement as needed to provide and enforce the rights and obligations of Assignee under this Assignment, as set forth in Article 9 of the Development Agreement.

4. Reaffirmation of Indemnifications; Survival of Public Benefits. Assignee hereby consents to and expressly reaffirms any and all indemnifications of the City set forth in the Development Agreement, including, without limitation, Section 4.9 of the Development Agreement, as and to the extent they relate to the Transferred Property. Assignor acknowledges and reaffirms that the Public Benefits shall survive the expiration or termination of the Development Agreement and remain in effect in accordance with Section 10.4 of the Development Agreement. Assignor further agrees to indemnify, defend, reimburse and hold the City and its officers, agents and employees harmless from, and if requested, shall defend them against any and all Losses resulting, directly or indirectly, from any dispute between Assignor and Assignee arising from this Assignment or the Development Agreement as it relates to the Transferred Property.

5. Assignee's Covenants. With respect to the Transferred Property, Assignee hereby covenants and agrees that:

- (a) Assignee shall not challenge the enforceability of any provision or requirement of the Development Agreement, including, but not limited to, the

liquidated damages provision as set forth in Section 9.4.4 of the Development Agreement; and

(b) Assignee shall not sue the City in connection with (i) any and all disputes between Assignor and Assignee arising from this Assignment or the Development Agreement; (ii) any failure by a party to the Development Agreement to complete all or any part of the Project; or (iii) the City's exercise of rights and remedies permitted under the Development Agreement, notwithstanding any separation of ownership of affected properties.

6. Binding on Successors. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

7. Notices. The notice address for Assignee under Section 13.11 of the Development Agreement shall be:

To: ConCad Holdings LLC
Attn: Corey S. Maas, M.D.
2400 Clay Street
San Francisco, CA 94115

With a copy to: JRA Law Partners, LLP
Attn: Robert O. Divelbiss, Esq.
450 Pacific Avenue, Suite 200
San Francisco, CA 94133

8. Counterparts. This Assignment may be executed in as many counterparts as may be deemed necessary and convenient, and by the different parties hereto on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument.


9. Governing Law. This Assignment and the legal relations of the parties hereto shall be governed by and construed and enforced in accordance with the laws of the State of California, without regard to its principles of conflicts of law.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE
FOLLOWS]

IN WITNESS HEREOF, the parties hereto have executed this Assignment as of the day and year first above written.

ASSIGNOR:

SUTTER WEST BAY HOSPITALS,
a California nonprofit public benefit corporation
doing business as California Pacific Medical
Center

By: 
Its: RCFO

ASSIGNEE:

ConCad Holdings LLC,
a California limited liability company

By: _____
Its: _____

CONSENTED TO AND AGREED TO:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
John Rahaim
Its: Director of Planning

APPROVED AS TO FORM:

DENNIS J. HERRERA,
City Attorney

By: _____
Charles Sullivan
Its: Deputy City Attorney

[All Signatures must be Acknowledged]

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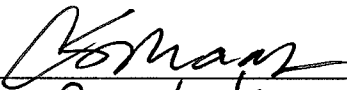
ASSIGNOR:

SUTTER WEST BAY HOSPITALS,
a California nonprofit public benefit corporation
doing business as California Pacific Medical
Center

By: _____
Its: _____

ASSIGNEE:

ConCad Holdings LLC,
a California limited liability company

By: 
Its: President

CONSENTED TO AND AGREED TO:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
John Rahaim
Its: Director of Planning

APPROVED AS TO FORM:

DENNIS J. HERRERA,
City Attorney

By: _____
Charles Sullivan
Its: Deputy City Attorney

[All Signatures must be Acknowledged]

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a California nonprofit public benefit corporation
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Center

By: _____
Its: _____

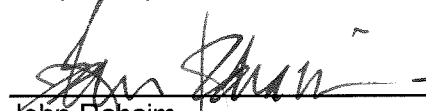
ASSIGNEE:

ConCad Holdings LLC,
a California limited liability company

By: _____
Its: _____


CONSENTED TO AND AGREED TO:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By:  _____
John Rahaim
Its: Director of Planning

APPROVED AS TO FORM:

DENNIS J. HERRERA,
City Attorney

By:  _____
Charles Sullivan
Its: Deputy City Attorney

[All Signatures must be Acknowledged]

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)
County of San Francisco)

On May 20, 2015, before me, Maggie D. Urrutia, a Notary Public, personally appeared John Gates, 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 Maggie D. Urrutia

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)
County of San Francisco)

On _____, before me, _____, a Notary Public, personally 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.

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WITNESS my hand and official seal.

Signature _____

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)
County of San Francisco)

On June 10, 2015, before me, Maggie D. Urrutia, a Notary Public, personally appeared Dr. Corey Maas, 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 Maggie D. Urrutia

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State of California)
County of San Francisco)

On _____, before me, _____, a Notary Public, personally 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.

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WITNESS my hand and official seal.

Signature _____

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State of California)
County of San Francisco)

On _____, before me, _____, a Notary Public, personally 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.

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WITNESS my hand and official seal.

Signature _____

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State of California)
County of San Francisco)

On May 28, 2015, before me, Nora Priego Ramos, a Notary Public, personally appeared John Rabin, 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 Nora Priego Ramos

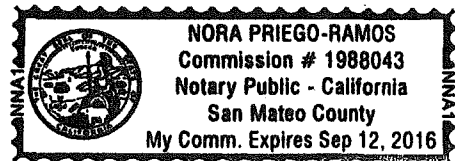


EXHIBIT A

Legal Description of the Property

Real property in the City of San Francisco, County of San Francisco, State of California, described as follows:

COMMENCING AT THE POINT FORMED BY THE INTERSECTION OF THE NORTHERLY LINE OF CLAY STREET WITH THE WESTERLY LINE OF WEBSTER STREET; AND RUNNING THENCE WESTERLY ALONG SAID LINE OF CLAY STREET 90 FEET; THENCE AT A RIGHT ANGLE NORTHERLY 33 FEET; THENCE AT A RIGHT ANGLE EASTERLY 90 FEET TO THE WESTERLY LINE OF WEBSTER STREET; AND THENCE AT A RIGHT ANGLE SOUTHERLY ALONG SAID LINE OF WEBSTER STREET 33 FEET TO THE POINT OF COMMENCEMENT.