

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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

The undersigned hereby declares this instrument to be exempt
from Recording Fees (CA Govt. Code § 27383) and
Documentary Transfer Tax (CA Rev. & Tax Code § 11922
and S.F. Bus. & Tax Reg. Code § 1105)

(Space above this line reserved for Recorder's use only)

ASSIGNMENT OF GROUND LEASE

THIS ASSIGNMENT OF GROUND LEASE ("Assignment") is made and entered into as of this ____ day of ____, 20__, by and between the Successor Agency to the Redevelopment Agency of the City and County of San Francisco, also known as the Office of Community Investment and Infrastructure, a public body, organized and existing under the laws of the State of California ("Assignor" or "Successor Agency") and the City and County of San Francisco (the "City"), a municipal corporation, acting by and through the Mayor's Office of Housing and Community Development ("MOHCD" or "Assignee"), and acknowledged by _____ ("Tenant").

WITNESSETH

A. On _____, the Commission of the Redevelopment Agency of the City and County of San Francisco, a public body, corporate and politic, exercising its functions and powers and organized and existing under the Community Redevelopment Law of the State of California (the "SFRA"), approved by Resolution No. _____, a Ground Lease (the "Lease") _____ ("_____"), pursuant to which SFRA provided _____ the right to lease the real property located at _____ and being a portion of Block _____, Lot _____, as more particularly described in Exhibit A attached hereto (the "Property"), for _____ years (with a _____ year extension option) for the development of _____ units of affordable rental housing (the "Project"). The Lease was executed by _____ and SFRA on _____ and was assigned by _____ to the Tenant pursuant to an Assignment and Assumption Agreement Regarding Ground Lease effective as _____. A memorandum of ground lease was recorded against the Property on _____ as Instrument No. _____.

B. On _____, the SFRA was dissolved pursuant to California Assembly Bill 26 ("AB 26") and the California Supreme Court's decision and order in the case entitled California Redevelopment Association et al. v. Ana Matosantos, and the successor entity to the SFRA became the City. Four months later, in June 2012, the California State Legislature Passed a follow-bill to AB 26, commonly called Assembly Bill 1484 ("AB 1484") (together with AB 26, "Redevelopment Dissolution Law"). Under AB 1484, the successor entity to the SFRA

became a public entity that is separate from the City. The Successor Agency is also known as the Office of Community Investment and Infrastructure, or OCII. Under Redevelopment Dissolution Law, the Successor Agency assumed all of the SFRA's enforceable obligations. The Successor Agency is charged with winding-down these enforceable obligations and disposing of all real property, pursuant to Redevelopment Dissolution Law, and subject to review by an oversight board and the California Department of Finance ("DOF"), which is the lead implementing agency under Redevelopment Dissolution Law. As a result of these legislative acts, the Successor Agency is a party to the Lease.

C. Pursuant to Dissolution Law, the Successor Agency may transfer housing assets to the designated housing successor agency, which for the City is MOHCD. Successor Agency has requested to assign the Lease to MOHCD for purposes consistent with the development of the Project. In its request, MOHCD explained that San Francisco is currently facing a severe affordable housing crisis, with median rents and sales prices among the highest in the state, and that the funding of affordable housing projects in areas like the _____, which is encountering significant economic displacement of businesses and residents, is a high priority. The request also outlined Mayor Ed Lee's goal of creating 30,000 new or rehabilitated units, including 10,000 permanently affordable units.

D. On _____, the Oversight Board, consistent with its authority under AB 26, by Resolution No. _____, approved the transfer of the Project and assignment of the Lease to MOHCD. The OCII Oversight Board determined that assignment of the Lease to MOHCD would help wind down the Former Agency's activities by transferring responsibility for asset management of the Project to MOHCD.

[E. Under Redevelopment Dissolution Law, DOF must receive notice and information about all Oversight Board actions; which do not take effect until DOF has either not requested review within five days of the notice or requested review and approved the action within 40 days of its review request. On _____, the Successor Agency provided a copy of Oversight Board Resolution No. _____ to DOF, which detailed the Oversight Board approval of the transfer of the Project and assignment of the Lease to MOHCD. DOF approved the OCCII Oversight Board action in a letter dated _____.]

F. Assignor and Assignee now wish to enter into the Assignment to transfer all right, title, interest, obligations, duties, and responsibilities of the Assignor under the Lease to Assignee.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows: The Assignor does hereby irrevocably and unconditionally assign, transfer, set over and convey unto the Assignee all of the Assignor's right, title, privilege and interest in and to the Lease.

1. Assignor has provided to Assignee a complete and accurate copy of the Lease and any amendments thereto.

2. Assignor shall indemnify Assignee against and hold Assignee harmless from any and all costs, liabilities, losses, damages or expenses (including, without limitation, reasonable attorneys' fees), originating before the Effective Date and arising out of the landlord's obligations under the Lease.

3. As of the Effective Date, Assignee assumes all of the landlord's obligations under the Lease and shall indemnify, defend and hold Assignor harmless from any and all costs,

liabilities, losses, damages or expenses (including, without limitation reasonable attorneys' fees), originating on or after the Effective Date and arising out of the landlord's obligations under the Lease.

4. This Assignment shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors in interest and assigns.

5. All notices required to be provided to landlord under the Lease shall now be delivered to the following notice address:

Mayor's Office of Housing and Community Development
1 South Van Ness Avenue, 5th Floor
San Francisco, CA 94103
Attn: Director

6. Pursuant to Section _____ of the Lease, the Tenant hereby acknowledges this Assignment and agrees to be bound to Assignee according to the terms, covenants and conditions of the Lease for the balance of the Lease Term. Tenant agrees to attorn to Assignee as "Landlord," with the attornment being effective and self-operable immediately upon Assignee's succession to Landlord's interest under the Lease, all without the execution by the parties of any further instruments.

7. This Assignment shall become effective on the date on which both parties have duly executed this Assignment, and in any event no earlier than the date that the San Francisco Board of Supervisors and Mayor approves the resolution accepting the assignment of the Lease.

Assignor and Assignee have executed this Agreement as of the day and year first written above.

ASSIGNOR:

Successor Agency to the Redevelopment Agency of the City and County of San Francisco, a public body organized and existing under the laws of the State of California

By: _____
Nadia Sesay
Interim Executive Director

ASSIGNEE:

City and County of San Francisco, a municipal corporation

By: _____
Olson Lee
Director
Mayor's Office of Housing and
Community Development

APPROVED AS TO FORM:

By: _____
James B. Morales
General Counsel

APPROVED AS TO FORM:
Dennis J. Herrera, City Attorney

By: _____
Deputy City Attorney

ACKNOWLEDGED:

TENANT

By: _____

Authorized by Oversight Board Resolution No _____, adopted _____