

-----MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
CITY AND COUNTY OF SAN FRANCISCO, OPERATING BY AND THROUGH THE  
PORT COMMISSION  
AND THE  
CITY AND COUNTY OF SAN FRANCISCO, OPERATING BY AND THROUGH THE  
MAYOR'S OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT

For SWL 322-1

This Memorandum of Understanding (“this MOU” or “**Development MOU**”) is dated for reference purposes as of \_\_\_\_\_, 2018 by and between Port of San Francisco (“**Port**”) and the San Francisco Mayor’s Office of Housing and Community Development (“**MOHCD**”). Port and MOHCD are collectively referred to herein as the (“**Parties**”).

**RECITALS**

**A.** Port is an agency of the City of the City and County of San Francisco exercising its functions and powers over property under its jurisdiction and organized and existing under the Burton Act and the City’s Charter. The Port of San Francisco Waterfront Land Use Plan, including the Waterfront Design and Access Element (“**WLUP**”) is Port’s adopted land use document for property within Port jurisdiction, which provides the policy foundation for waterfront development and improvement projects.

**B.** Seawall Lot 322-1, also known as “**88 Broadway**” (the “**Site**”), is a paved, flat, rectangular land parcel of approximately 37,810 square feet in area with frontages on Broadway, Front and Vallejo Streets and is located in the Northeast Waterfront area. The Site is currently being used for surface parking generating about \$465,065 in annual revenues to Port. A map of the Site is attached hereto as *Exhibit A* (the “**Site Map**”). Most of Port property, including the Site, consists of tidelands and submerged lands that are subject to the common law public trust doctrine and the Burton Act and related transfer agreement (“**Public Trust**”) under which the State of California (the “**State**”) transferred most of the San Francisco waterfront to the City in 1969. The Public Trust restrictions generally prohibit housing uses on Port lands.

**C.** MOHCD is the City department responsible for the City’s production and management of affordable housing by leveraging certain City funds.

**D.** Port and MOHCD have been working together to seek and implement the provisions of state legislation codified by Senate Bill 815 (Chapter 660) (2007); Assembly Bill 2649 (Chapter 757) (2012); Assembly Bill 2797 (Chapter 529) (2016) and Assembly Bill 1423 (Chapter xxx) (2018) as may be amended (“**State Legislation**”) that authorizes lifting Public Trust use restrictions from the Site to allow development of affordable housing for up to 75 years.

**E.** In March 2014, the Port Commission adopted Resolution No. 14-16 authorizing a Memorandum of Understanding with MOHCD (the “**Predevelopment MOU**”) which sets forth the respective roles and responsibilities of the Parties in selecting a developer and completing all required tasks to lease the Site for affordable housing and ancillary uses. The Predevelopment MOU was intended to cover the period prior to lease commencement, estimated at the time to be about three years. The predevelopment phase has lasted longer than anticipated partially due to the extensive community outreach needed to gain support for the development being proposed, and the Predevelopment MOU, which had an original term of three (3) years with a twelve (12) month extension, expired on April 29, 2018. The Parties have continued to work cooperatively

with the developer, as discussed below, to fulfill the purposes of the Predevelopment MOU and will formally document the extension of the Predevelopment MOU under this MOU.

**F.** The San Francisco City and County Board of Supervisors (the “Board”) adopted Ordinance No. 232-12 providing a way for Port to receive fair market value if it enters into below-market leases with MOHCD for the seawall lots identified as no longer useful for trust purposes. It authorizes, among other things, Port and MOHCD to enter into a memorandum of understanding providing for Port to receive Jobs Housing Linkage Program (“JHLP”) credits equal to the difference in the value of a Port below-market lease to MOHCD and the fair market value of the leased land. It also authorized Port and MOHCD to establish a system for tracking JHLP credits awarded Port to use to offset JHLP obligations of future private developments on Port non-trust lands and a process to follow in determining if a particular seawall lot is suitable for affordable housing. The Parties have since decided that the JHLP fees generated at the Port’s master planned development projects at Mission Rock and the Pier 70 Waterfront Site were best utilized for those projects’ respective affordable housing programs and have instead agreed on a cash payment as described in this MOU.

**G.** From April 2014 to the present, the Parties have completed the following: (i) with Port’s pre-approval as to the process and selected developer, MOHCD competitively solicited a developer and selected a developer-team led by Bridge Housing (“**BRIDGE**”) and the John Stewart Company (“**JSCo**”) that formed 88 Broadway Family LP (the “**Developer**” or “**Tenant**”) to develop the proposed development project; (ii) Developer submitted its proposed scope of development, (iii) the Port’s determination to exclude the public parking garage from the development due to financial infeasibility (iv) MOHCD provided a predevelopment loan to the Developer; (v) Port, MOHCD and Developer entered into a “**Negotiation Agreement**” setting forth the process to negotiate and execute an option agreement and ground lease and have negotiated a final option agreement (“**Option Agreement**”) and form of ground lease (“**Form Ground Lease**” or, when referring to a final effective ground lease, “**Ground Lease**”)); and (vi) the Developer is completing the remaining predevelopment tasks including, urban design, financing and entitlements and other steps needed in order to execute and exercise its option under the Option Agreement and close escrow on the Ground Lease.

**H.** The proposed development of the Site includes the construction of between 125 and 130 affordable rental family housing units, ground level spaces for retail, commercial, or other ancillary uses, and two mid-block open spaces (the “**Family Project**” or “**88 Broadway Project**”) as depicted in the Conceptual Project Schematics attached hereto as *Exhibit B*. In response to the community’s desire for seniors to benefit from the development as well, MOHCD sought and received City’s consent to add the adjacent City property located at 735 Davis Street to the proposed development to provide up to 50 to 55 senior housing units (the “**Senior Project**”). The Family Project and the Senior Project are combined for environmental review, but, as the Senior Project is not within Port jurisdiction, it is not subject to the provisions of this MOU. The Ground Lease has a term of fifty-seven (57) years with one eighteen (18) year extension option (a 75-year maximum term but no later than December 31, 2105 is allowed by the State Legislation).

**I.** Based on the foregoing, the Parties now desire to enter into this MOU which will be in effect during the Ground Lease term and which includes the following key terms: (i) extension of the Predevelopment MOU to continue and complete its remaining tasks to be completed; (ii) how and when MOHCD will pay the Port of the Site’s fair market value (iii) the Parties’ respective roles and responsibilities in working together to administer and enforce the Ground Lease; (iv) MOHCD’s compliance monitoring of affordable housing covenants and restrictions and the right to cure Developer’s defaults under the Ground Lease to preserve the affordable housing; and (v) other obligations of the Parties including planning for future uses after the expiration of the Ground Lease.

**J.** The Parties are aware that the Site is subject to the Public Trust and that the Port Commission and State Lands Commission (“**SLC**”) must make certain findings required by, and otherwise determine the Project is consistent with the State Legislation, and any other applicable statutes governing the Port’s granted lands and that Port cannot enter into the Ground Lease absent such findings. The Parties are collaborating to obtain favorable trust consistency determination that the proposed development, its permitted land uses, consideration to the Port, and other pertinent provisions of the Ground Lease are consistent with the State Legislation and applicable statutes governing the use of the Site.

**K.** The Ground Lease has a term of fifty-seven (57) years with one eighteen (18) year extension option (a 75-year maximum term but with expiration no later than December 31, 2105 is allowed by the State Legislation). In addition to the payment by MOHCD described in this MOU, under the Ground Lease, Developer will be required to make lease payments representing a share of any cash flow generated by commercial activities such as restaurant subleases or sale or financing of the project as described in the Ground Lease as follows: (i) annual base rent of \$20,000; (ii) participation in net sales or refinancing proceeds; (iii) 30% of net annual revenue from a restaurant or retail operation; and (iv) 50% of the net revenue from all other nonresidential subleases.

**L.** The Planning Department reviewed the Family Project and the Senior Project as a single project under the California Environmental Quality Act (“**CEQA**”) and issued a Preliminary Mitigated Negative Declaration (2017-007850ENV) on October 25, 2017. The Mitigated Negative Declaration became final on March 9, 2018.

**M.** On May 3, 2018, the Director of the SF Planning Department adopted the Final Mitigated Negative Declaration and authorized the Family Project and the Senior Project pursuant to its authorization under SF Planning Code Section 315 and found that, on balance, the Project is consistent with the City’s General Plan.

**N.** On [\_\_\_\_\_], 2018, by Resolution No. XX-XX, the Port Commission adopted the Final Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program, and, among other things, approved this MOU, the Option Agreement and Form of Ground Lease, the schematic design drawings for the Project, made findings that the Family Project is consistent with the State Legislation and authorized the Executive Director to seek necessary approvals from the Board of Supervisors and SLC.

**O.** On [\_\_\_\_\_], 2018, by Resolution No. XX-XX, the Board of Supervisors approved this MOU and Form of Ground Lease, adopted the Port Commission’s trust findings and the Mitigation Monitoring and Reporting Program, and authorized the Executive Director to seek necessary approvals from SLC.

**P.** On [\_\_\_\_\_], 2018, as required by State Legislation, State Lands lifted the Public Trust restrictions and approved the Form of Ground Lease and the provisions of this MOU that relate to payment of fair market value to Port.

**NOW, THEREFORE**, the Parties agree and commit to the following principles, actions, and responsibilities:

- 1. RECITALS.** The foregoing recitals are true and correct and are incorporated herein by this reference as if fully set forth herein.
- 2. TERM.** This MOU shall be effective upon execution of the Parties and will expire on upon expiration or earlier termination of the Ground Lease (“**Term**”). If the Developer’s option

is not exercised or the proposed ground lease is not executed by Port and the Developer, then this MOU will not become operative and will be null and void.

### **3. PAYMENT PROVISIONS.**

Port's compensation for the Ground Lease shall be a combination of (a) MOHCD's payment to Port of the Site's Fair Market Value and (b) the payments by Developer as provided in the Ground Lease.

#### **(a) The Site's Fair Market Value.**

(i) MOHCD shall pay the fair market value ("**Fair Market Value**") for the property determined by an appraisal commissioned by the City's Director of Real Estate ("**RED**") dated June 29, 2018 indicating an appraised value of Fourteen Million Nine Hundred Ninety Thousand Dollars (\$14,900,000) ("**88 Broadway Appraisal Report**"). The 88 Broadway Appraisal Report was conducted by RED according to instructions that comply with the SLC's "Appraisal Guidelines" and were drafted by RED, reviewed by SLC staff and approved by the Parties ("Appraisal Instructions"). If SLC reviews and approves the 88 Broadway Appraisal Report, the indicated value in that report will be the Fair Market Value. The Fair Market Value will be documented and countersigned by the parties and attached to this MOU as Exhibit D. So long as the closing occurs within nine (9) months of the date of the 88 Broadway Appraisal Report described above, it shall be deemed reflective of economic conditions current at the time of the Ground Lease closing. If closing of the Ground Lease occurs later than nine (9) months after the date of the 88 Broadway Appraisal Report, the parties will request that RED conduct another appraisal using the Appraisal Instructions to determine the Fair Market Value, which shall also be subject to SLC approval. Port will pay the cost of all appraisals.

(ii) MOHCD will pay the Fair Market Value to the Port from any source of funds available to MOHCD. The parties anticipate that payment to the Port shall occur upon MOHCD's receipt of inclusionary housing fees assessed on Parcel K North at Pier 70, or through other inclusionary housing fees or other fees received by MOHCD from the Hoedown Yard or other Port-controlled properties and not specifically allocated to on-site affordable housing at Pier 70; provided, however, that if such sources do not become available it shall not excuse MOHCD from paying the Fair Market Value to the Port. MOHCD will pay Port the FMV upon MOHCD's receipt of inclusionary housing or other fees assessed on Parcel K North, the Hoedown Yard or other Port-controlled properties. The Parties anticipate this period to be between February 2019 and February 2022.

(iii) If MOHCD does not pay Port the full Fair Market Value as of the date of Ground Lease closing, interest will accrue on the unpaid amounts at a rate of 1.5% simple interest per annum during the first two (2) years and at a rate of 3% per annum thereafter until the date of payment in full.

(iv) MOHCD understands and acknowledges that the Developer is obligated to pay the Port the rent summarized in Recital K and set forth in the Ground Lease and will account for such provisions in its agreements with Developer as appropriate.

**(b) Port Covenants.** In exchange for (i) MOHCD's payment of the fair market value of the property to Port and (ii) rental payments by Developer consisting of a share of any cash flow generated by commercial activities such as restaurant subleases or sale or financing as summarized in Recital x and set forth in the Ground Lease, the Port will impose restrictions limiting the Site to affordable housing uses for the term of the Ground Lease.

### **4. ROLES AND RESPONSIBILITIES.**

#### **4.1. Predevelopment MOU.**

The Predevelopment MOU is hereby retroactively extended until the Commencement Date of this MOU as defined in Section 2.1. On the Commencement Date of this MOU, the Predevelopment MOU will terminate and be replaced by this MOU.

The Predevelopment Development MOU (which addresses the entitlement process during the period before Developer exercises its option under the Option Agreement) and the Development MOU (which primarily addresses the Ground Lease payment and Ground Lease term) will be effective concurrently for a period of time until the Ground Lease commences. The parties will work collaboratively and take all actions reasonably necessary or appropriate to enable the Developer to meet the prerequisites to exercising the option and closing escrow including drafting and approving all necessary documents to be incorporated into the transaction documents as mutually acceptable. The parties will work together to interpret the provisions of the Predevelopment MOU and this MOU in a consistent manner in order to best implement the Project. Any conflicts between the terms of the two MOUs will be resolved using the dispute resolution process described in Section 6.5.

**4.2. Ground Lease Long Term Management and Enforcement.** MOHCD will consent to the Ground Lease in writing and will assist in Port in administration and enforcement of the Ground Lease with respect to the provisions relating to affordable housing and related matters. The Parties shall have the roles and responsibilities set forth in Section 3 of the Ground Lease and shall work collaboratively and in a timely manner to carry out those rights and duties using the following guiding principles:

(a) Any action by MOHCD to provide administrative or managerial assistance to Port or to cure any tenant default on behalf of Tenant shall be at MOHCD's sole cost and expense and without cost or liability to Port.

(b) Each Party must provide the other with reasonable prior written notice of its entry onto the Residential Portion of the Project for inspection related to compliance with the Ground Lease and/or the loan agreements. MOHCD may provide such notice by email to the assigned Port real property manager, and Port may provide such notice by email to the assigned MOHCD asset manager.

(c) Each Party will provide the other with reasonable advance notice of and a copy of all significant correspondence with Tenant and any Lenders, including without limitation, a Port notice of default.

(d) The Parties will meet and confer after receipt of each Capital Needs Assessment ("CNA") (every five years) submitted by Tenant and determine any actions needed to address or mitigate identified risks to the Improvements because of sea level rise or flooding. Port will facilitate discussion with the Port's Chief Harbor Engineer regarding potential risks of flooding or issues with sea level rise.

(e) The Parties agree that MOHCD is acting in an advisory role under the Ground Lease and this MOU and that it cannot commit Port or waive or limit Port's rights and remedies as a landlord under the Ground Lease. No action by MOHCD shall be binding upon Port with respect to Tenant, its successor and assigns or any provision of the Ground Lease. Nothing in the Ground Lease or this MOU is intended to grant MOHCD the rights or responsibilities of a lessor. The Parties agree that, notwithstanding anything to the contrary in the Ground Lease, this MOU or any other document or agreement signed by either of the Parties, Port shall be ultimately responsible for all administration and enforcement of the Ground Lease including without limitation, determining an Event of Default, noticing and accepting a cure, exercising remedies, providing consent to mortgages, subleases and transfers and exercising all other rights, duties and responsibilities of a lessor.

(f) The Parties agree that MOHCD has full and sole authority with respect to any loan agreement with the Tenant, its successors and assigns and Port cannot waive or limit MOHCD's rights and remedies as a lender. No action by Port shall be binding upon MOHCD

with respect to MOHCD's loan agreements or any provision thereof. The Parties agree that, notwithstanding anything to the contrary in the Ground Lease, this MOU or any other document or agreement signed by either of the Parties, MOHCD shall be ultimately responsible for all administration and enforcement of its loan agreements including without limitation, determining a default, noticing and accepting a cure, exercising remedies, providing consent and all other rights, duties and responsibilities of a lender.

(g) Port will reimburse MOHCD, less any administrative costs of Port, the amount Port receives from Tenant of any: (a) increased Base Rent resulting from a completed foreclosure action as contemplated in Section 33.9(vi) of the Lease, and (b) amounts resulting from MOHCD's payment to cure a Tenant default.

(h) During the Term of the Ground Lease (as "Term" is defined in the Ground Lease), each Party agrees to be responsible for all costs associated with claims, damages, liabilities or losses which arise as a result of its own or its agents' or invitees' acts or omissions in connection with the Ground Lease or this MOU including its entry on the Site including without limitation out of any injuries or death of any person or damage of any property occurring in, on, or about the Site or failure to comply with the terms of this MOU. The forgoing obligation of each Party shall survive the expiration or termination of this MOU. In addition, each Party will ensure that the other is indemnified to the same extent that each Party is indemnified by its vendors, contractors or agents conducting any activities on the Site.

#### **4.3. *Specific Obligations of the Ground Lease.***

##### **(a) MOHCD.**

(i) MOHCD will review requests by Tenant for refinancing any debt, resyndication of tax credits, and/or rehabilitation of the Improvements, pre-approve lenders and assist Port in negotiating, reviewing and approving mortgages, and other financing related to the affordable housing.

(ii) MOHCD will assist Tenant with its applications to the California Tax Credit Allocation Committee ("TCAC") and the California Debt Limitation Allocation Committee for funding of the Project and provide necessary letters of support or other such required documents.

(iii) MOHCD will monitor, administer and enforce the terms of the Ground Lease relating to the residential component as follows:

(A) MOHCD will review and approve the affirmative marketing and tenant selection plan for ongoing leasing of the residential units.

(B) MOHCD will monitor Tenant's compliance with tenant eligibility, rent restrictions, and any other housing related requirements under the Tenant's funding sources.

(C) MOHCD will obtain annual monitoring reports of the residential component, including tenant income certifications.

(D) As needed, MOHCD will conduct on-site inspection of the residential component in coordination with Port. MOHCD will provide reasonable notice to the Tenant and to the residential tenants as required by law.

(E) MOHCD will enforce the affordable housing obligations or covenants under the Ground Lease and loan agreement in consultation with Port and make recommendations for Port enforcement actions. MOHCD will provide proper notification to Port of its administration and enforcement of any loan agreements, including notices relating to

performance, notice of a potential default, or notices received from the Tenant regarding potential transfer or change of management relating to any element of the Project.

(F) At its own expense, MOHCD will help resolve issues relating to affordable housing operation and management, including management performance and compliance with the applicable Good Neighbor Policies.

(G) At its discretion, MOHCD will cure any monetary or non-monetary default by Tenant under the Ground Lease, including the payment of taxes.

(H) Following the close of the low-income housing tax credit compliance period, and if the Tenant elects to reposition the Project or transfer any part of its interest in the Project that will impact its leasehold interest under the Ground Lease, MOHCD shall appraise the Port of such plan and advise the Port of what the impacts of the event would be.

**(b) Port.**

(i) Port will consent to Transfers, Loans, execute TCAC riders and take other actions to support lease financing consistent with the Lease, good business practices and its Public Trust obligations.

(ii) Port will monitor, administer and enforce the terms of the Ground Lease. Port will provide proper notification to MOHCD of its administration and enforcement of the Ground Lease, including notices relating to performance, notice of a potential default, or notices received from the Tenant regarding potential transfer or change of management relating to any element of the Project.

(iii) Port will accept MOHCD's adequate cure of any monetary or non-monetary default by Tenant.

(iv) Port will address any compliance related matters with the SLC and provide MOHCD with proper notification of any compliance issues with the Public Trust restrictions or state legislation.

**5. EXPIRATION OF STATE LEGISLATION.**

The Parties acknowledge that under current State law, the authorization to use the Site for nontrust uses such as affordable housing will expire on January 1, 2106 at which time all structures on the Site must be repurposed, modified or removed and the Public Trust restrictions will once again apply and that an extension can only be provided by an act of the Legislature. MOHCD may choose to pursue such legislation in consultation with Port. The Parties will meet and confer to discuss such legislation by no later than five (5) years prior to the expiration of the Ground Lease.

**6. JOINT OBLIGATIONS.**

**6.1. Requirements of Port and MOHCD.** Each Party will ensure that all applicable City, MOHCD, and Port requirements regarding contracts and contract procurements, leasing, and provisions of services shall be made applicable on case-by-case basis to the Tenant and its assigns, representatives, and agents.

**6.2. Staff Time and Costs.** Each Party will pay the costs of its own staff time and the costs of any consultants, including attorneys. The Parties acknowledge that the loan agreements, Option Agreement and the Ground Lease may provide for reimbursement of certain costs by Developer.

**6.3. Community Outreach.** The Parties recognize the importance of citizen input throughout the Term. To promote community participation and to ensure openness and transparency, the Parties will consult with Northeast Waterfront Advisory Group (“NEWAG”) and other neighborhood groups in the implementation of the Project.

**6.4. Subdivision.** At the request of the Tenant, Port and MOHCD will assist the Tenant with a subdivision of the Site to facilitate financing and operation of the Commercial Component.

**6.5. Dispute Resolution.** In the case of a dispute between the Parties, the appropriate project managers from the Port and MOHCD shall in good faith meet with each other to resolve the contested issues. If the project managers from the Parties are unable to resolve the dispute, the matter shall be forwarded to the Deputy Director, Housing of MOHCD and Deputy Director, Real Estate and Development of Port, as applicable (or other their designated staff) to meet in good faith with each other to resolve the contested issues.

## 7. NOTICES.

Any notice given under this MOU from MOHCD to Port or vice versa, must be in writing delivered in person or by commercial courier, with postage prepaid, to the mailing addresses below. All notices under this MOU will be deemed given, received, made or communicated on the date personal receipt actually occurs. Any mailing address or telephone or facsimile number may be changed at any time by giving written notice of the change in the manner provided above at least 10 days before the effective date of the change. For the convenience of the Parties, copies of notices may also be given by email to the individuals in the positions listed below, but email notice will not be binding on either Party.

Port: Deputy Director, Real Estate and Development  
Port of San Francisco  
Pier 1  
San Francisco, CA 94111  
Atten: SWL 322-1 Development Project Manager  
Telephone: (415) 274-0400  
Facsimile: (415) 274-0495

With a copy to Port’s General Counsel

MOHCD: Mayor’s Office of Housing and Community Development  
One South Van Ness Avenue, Fifth Floor,  
San Francisco, CA 94103  
Attn: Director  
Telephone: (415) 701-5515  
Facsimile: (415) 701-5501

## 8. THIRD PARTY BENEFICIARIES.

There are no intended third party beneficiaries of this MOU, including but not limited to the Tenant.



## 9. MISCELLANEOUS PROVISIONS.

**9.1. Capitalized Terms.** All capitalized terms used herein are defined in this MOU, the Option Agreement or the Ground Lease as the case may be and are incorporated into this MOU by this reference.

**9.2. Amendments.** Port and MOHCD reserve the right to amend this MOU by mutual consent, subject to Port Commission and Board of Supervisors' approval. This MOU constitutes the entire agreement of the Parties with respect to the matters discussed herein and no oral understandings or agreement not incorporated shall be binding on either Party. This MOU supersedes prior written materials used by the Parties in negotiating this MOU.

**9.3. Severability.** Except as otherwise specifically provided in this MOU, a judgment or court order invalidating any provision of this MOU, or its application to any person, will not affect any other provision of this MOU or its application to any other entity or person or circumstance, and the remaining portions of this MOU will continue in full force and effect, unless enforcement of this MOU as invalidated would be unreasonable or grossly inequitable under all of the circumstances or would frustrate the purposes of this MOU.

**9.4. Time is of the Essence.** Time is of the essence of each provision of this MOU, including actions to be taken timely as required under this MOU.

**9.5. No Broker.** Port will not pay a finder's or broker's fee in connection with this MOU or upon execution of any of the Transaction Documents.

## 10. LIST OF EXHIBITS.

The following Exhibits are attached and by this reference incorporated into this MOU as if fully set forth above:

- Exhibit A** Site Map
- Exhibit B** Conceptual Project Design Drawings
- Exhibit C** Appraisal Instructions
- Exhibit D** Fair Market Value

## 11. APPROVAL OF BOARD OF SUPERVISORS.

The Parties agree that this MOU will not become effective until the Board of Supervisors has, by resolution, approved it. Under Charter Section B7.320, the City shall appropriate funds sufficient to meet the payment obligation described in Section 3.

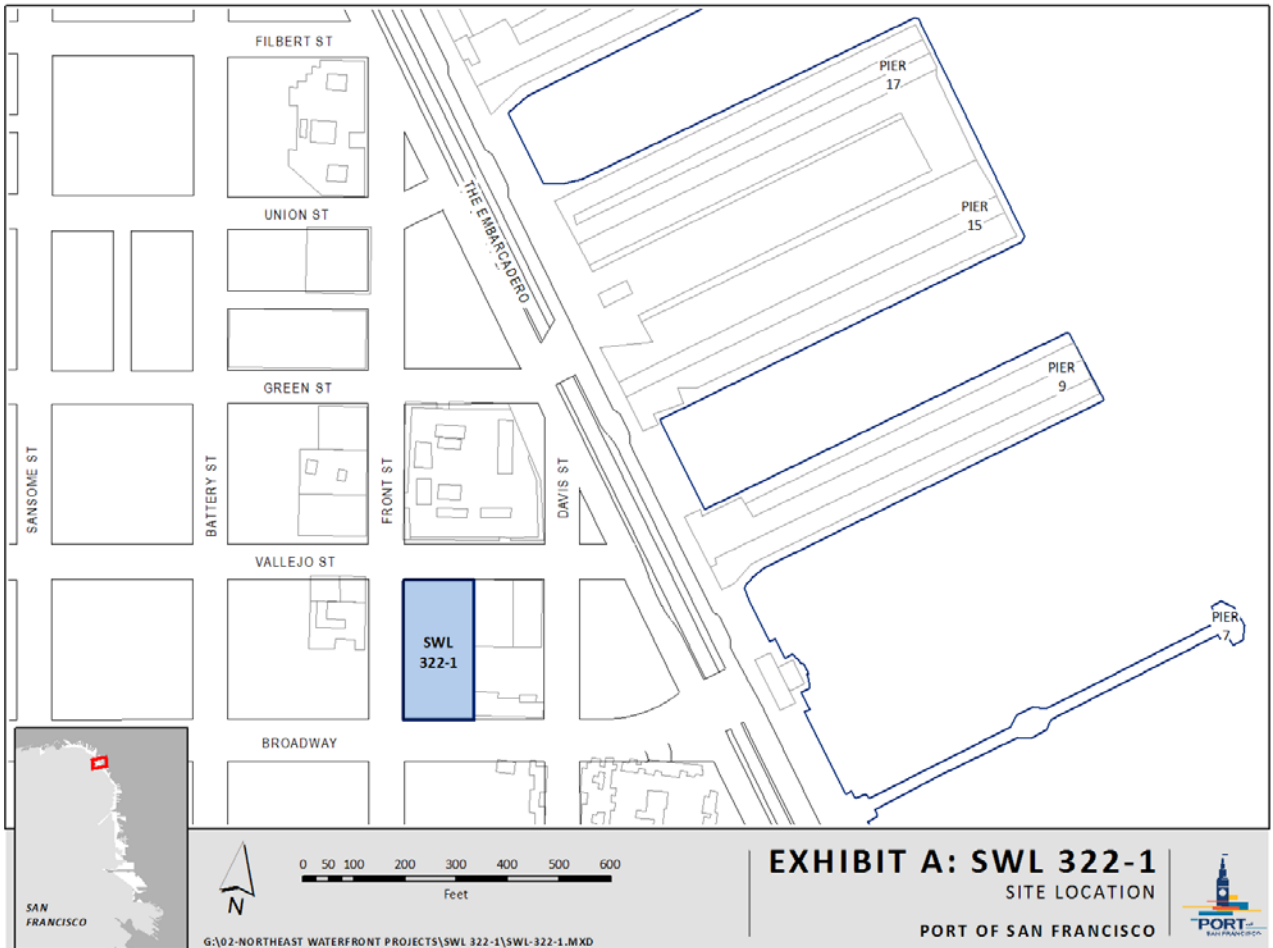
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IN WITNESS WHEREOF, the PARTIES hereto have executed this MOU as of the day, month, and year written below.

<p><b>CITY AND COUNTY OF SAN FRANCISCO</b>, a municipal corporation operating by and through the Mayor's Office of Housing and Community Development</p> <p>By: _____ Kate Hartley Director</p> <p>Date: _____</p> <p>Approved as to form: DENNIS J. HERRERA, City Attorney</p> <p>By: _____ Keith Nagayama Deputy City Attorney</p>	<p><b>CITY AND COUNTY OF SAN FRANCISCO</b>, a municipal corporation operating by and through the San Francisco Port Commission</p> <p>By: _____ Elaine Forbes Executive Director</p> <p>Date: _____</p> <p>Approved as to form: DENNIS J. HERRERA, City Attorney</p> <p>By: _____ Rona H. Sandler Deputy City Attorney</p>
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Authorized by Port Resolution No. 18-XX.  
Authorized by Board of Supervisors Resolution No. 18-XX.

# EXHIBIT A Site Map



**EXHIBIT B**  
**Conceptual Project Design**

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**EXHIBIT C**  
**Appraisal Instructions**

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**EXHIBIT D**  
**Fair Market Value**

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