



7/12/2016

#RememberComfortWomen

Mr. Tom DeCaigny
Director of Cultural Affairs
SF Arts Commission

Dear Mr. DeCaigny,

We would like to give to the City of San Francisco a gift of a new piece of public art, a memorial dedicated to the "Comfort Women" at St. Mary's Square Extension, located at 500 Pine Street, San Francisco, CA. Your consideration to accept the gift will be much appreciated.

The Developer, 500 PINE STREET COMPANY, LLC, has granted the COMFORT WOMEN JUSTICE COALITION (CWJC) an Installation Area in the dimension of four feet (4') wide, nine feet (9') long, and ten feet (10') high in the SW corner of the Extension site and assistance with the installation of the new piece of art. Please see attached Agreement.

CWJC will host an international Call for Artists as per the best practices and recommendation of the Visual Art Committee of the Arts Commission. Please find included with this note, a plan and photograph detailing the location of the site. Careful thought has been given to its situation within both the public space of the Extension and in relation to the new sculpture to be located in the SE corner of the site. Additionally, you will find enclosed the Resolution for the CWM adopted unanimously by the SF Board of Supervisors, Mayor's letter of support, Support letters from Assemblymen David Chu and Phil Ting, Petition of Support signed by Supervisors Aaron Peskin, Eric Marr, Jane Kim, Katy Tang, and Malia Cohen, as well as Senator Mark Leno.

We seek your guidance and approval to accept this gift. Thank you in advance for your thoughtful consideration.

Lillian Sing

Julie Tang

Co-chairs, "Comfort Women" Justice Coalition (CWJC)

Office of the Mayor
City & County of San Francisco



Edwin M. Lee

Jason Zhu, Chairman and CEO
Gemdale
301 N Lake Avenue, Suite 300
Pasadena, CA 91101

John Herr, Executive Vice President
Lincoln Property Company
55 Francisco Street, 8th Floor
San Francisco, CA 94133

April 29, 2016

Dear Mr. Zhu & Mr. Herr,

Thank you for incorporating the Comfort Women Memorial into the St. Mary's Extension on the rooftop of 500 Pine Street in San Francisco Chinatown.

As the first Asian American Mayor of San Francisco, I fully support the recognition that comfort women were wrongfully exploited in Asia during World War II. Many comfort women are no longer with us, but hundreds across Asia are still survivors. This memorial will be a reminder of the need to increase awareness of modern day human trafficking, and San Francisco is leading in this effort to address this global issue that denigrates women and girls. San Francisco is an international City that promotes human rights for everyone.

Again thank you for being a part of this important effort. I look forward to a ribbon cutting ceremony for St. Mary's Extension.

Sincerely,


Edwin M. Lee
Mayor



"COMFORT WOMEN"
JUSTICE COALITION

4/26/2016

#RememberComfortWomen

Dear Mr. Zhu,

We are writing regarding the opportunity to partner with Gemdale in the installation of a new Memorial to the "Comfort Women" within Saint Mary's Extension.

This is an auspicious opportunity to endear the gift of the Saint Mary's Square Extension Area to the public realm and citizens of San Francisco with great meaning. The commitment to build this memorial has already unanimously passed as a resolution with the Board of Supervisors in 2015. Further, our group, the Comfort Women Justice Coalition, has the support of Chinatown-based leaders and partners across the City, as well as the backing of International Human Rights organizations in Japan, Korea, China and around the world. We have fundraised a substantial amount to fund the artist and sculpture. We would greatly appreciate your support and endorsement of the installation and maintenance of Comfort Women Memorial San Francisco at Saint Mary's Square.

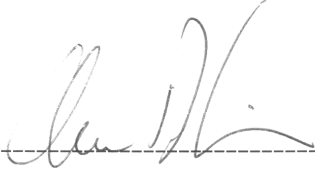
We look forward to partnering with you on this monumental and historical endeavor. Many thanks for your thoughtful consideration,

Judge Lillian Sing, ret

Judge Julie Tang, ret

110 Aloha Avenue, San Francisco, CA 94112

www.RememberComfortWomen.org



Supervisor Aaron Peskin



Senator Mark Leno



Supervisor Eric Mar



Supervisor Jane Kim



Supervisor Katy Tang



Supervisor Malia Cohen



Senator Mark Leno



Assemblymember David Chiu

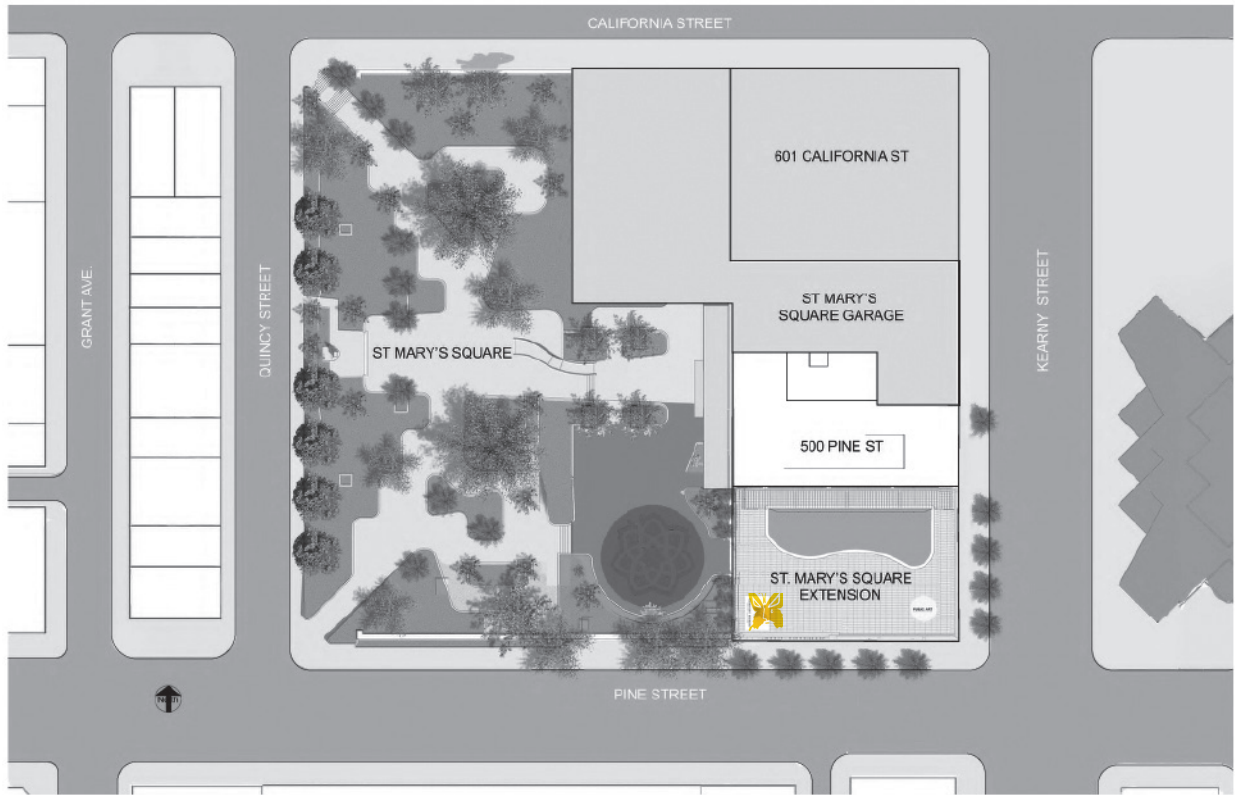


Assemblymember Kansen Chu



Assemblymember Phil Ting

"COMFORT WOMEN" MEMORIAL, SAN FRANCISCO: SITE CONTEXT



ST MARY'S SQUARE EXTENSION
SAN FRANCISCO, CALIFORNIA

OVERALL SITE PLAN

500 PINE ST COMPANY LLC
July 16, 2015

"COMFORT WOMEN" MEMORIAL SF SITE: ST. MARY'S SQUARE



"COMFORT WOMEN" MEMORIAL SF SITE: WEST ELEVATION

AGREEMENT REGARDING "COMFORT WOMEN" MEMORIAL

This AGREEMENT REGARDING "COMFORT WOMEN" MEMORIAL (this "Agreement") is entered into on June 23, 2016 (the "Effective Date"), by and between 500 PINE STREET COMPANY, LLC, a Delaware limited liability company ("Owner") and COMFORT WOMEN JUSTICE COALITION, a California corporation ("Coalition"). Owner and Coalition are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

RECITALS

A. Owner is the owner of that certain real property commonly known as 500 Pine Street, San Francisco, California (the "Property"). Owner is currently developing an office building (the "Project") at the Property. As part of the approval of the Project by the City and County of San Francisco (the "City"), Owner will provide publicly accessible open space on the roof of the Project and will convey such open space to the City as an expansion of Saint Mary's Square (the "Extension Area").

B. Coalition desires to install a new public memorial (the "Memorial") within the Extension Area to commemorate "comfort women".

C. Owner is willing to allow Coalition to install the Memorial within the Extension Area and to support the installation, upon the terms and provisions hereinafter set forth.

D. The Parties desire to enter into an agreement defining their respective rights and duties as to all services to be performed regarding the Memorial.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the Parties agree as follows:

1. Owner's Obligations. Owner hereby agrees to:

a. Reserve a portion of the Extension Area to Coalition for the sole purpose of installing the Memorial (the "Installation Area"). The Installation Area shall be limited in dimension to four feet (4') wide, nine feet (9') long, and ten feet (10') high. The Installation Area is further depicted on Exhibit A. The actual location and dimensions of the Installation Area remain subject to requisite approvals and processes of the City and County of San Francisco (the "City");

b. Work in good faith with Coalition to establish parameters to install a minimal, level concrete slab platform (the "Platform") for the Memorial within the Installation Area. The parameters of the Platform shall be limited to what is reasonably adequate for the Memorial, the Platform shall not extend beyond the height of the finished pavers in the

Extension Area, and the overall weight of the proposed Memorial including the Platform should not exceed 100 pounds per square foot (psf) live load;

c. Install the Platform within the Installation Area, subject to requisite approvals and processes of the City; and

d. Make good faith efforts to support the Coalition's efforts to obtain the requisite approvals from the City with respect to the installation of the Memorial.

The foregoing obligations shall be collectively referred to herein as the "Owner Obligations".

2. Coalition's Obligations. Coalition hereby agrees to:

a. Work in good faith with Owner to establish parameters to install the Platform within the Installation Area;

b. Obtain all requisite approvals from the City with respect to the installation of the Memorial;

c. Ensure that the design of the Memorial is compatible with Owner's specifications with respect to the Installation Area, Platform and Extension Area;

d. Deliver to Owner all plans, specifications and schedules with respect to the design and installation of the Memorial;

e. Within a reasonable time, install the Memorial on the Platform only, to be located within the Installation Area; and

f. Provide for continued and uninterrupted maintenance and repair of the Memorial and the Platform and procure and maintain appropriate levels of liability and property insurance.

The foregoing obligations shall be collectively referred to herein as the "Coalition Obligations".

3. Representations and Warranties. Beginning on the Effective Date, and remaining in effect for the duration of this Agreement, the Parties represent and warrant that they are fully authorized and empowered to enter into this Agreement, and that their performance of the obligations under this Agreement will not violate any agreement between them and any other person, firm, or organization. The obligation set forth in Section 2(f) of this Agreement shall not extend past the date of conveyance of the Extension Area if said obligations are fully assumed by the City at no expense to Developer.

4. Limitation of Authority. Coalition shall have no authority under this Agreement to obligate Owner, by agreement, representation, or otherwise, to any contract or commitment of any kind, including, without limitation, to purchase materials or retain services, without the prior written approval of Owner, which approval may be withheld in Owner's sole and absolute discretion.

5. Attorneys' Fees. If litigation or other dispute resolution proceeding is commenced between the Parties, the prevailing party in that litigation shall be entitled to recover all of its reasonable attorneys' fees and costs, including costs on appeal, from the non-prevailing party. The prevailing party shall also be entitled to all reasonable costs and expenses incurred in connection with executing upon any judgment.

6. Notices. Notices made or given by the Parties shall be in writing and must be sent by (i) personal delivery, (ii) email or similar means, if a copy of the notice is also sent by certified mail-return receipt requested, or (iii) for next business day delivery by nationally recognized overnight delivery service that provides evidence of the date of delivery, in any case with all charges prepaid, addressed to the appropriate party at its address listed below.

If to Owner: Reuben, Junius & Rose, LLP
One Bush Street, Suite 600
San Francisco, California 94104
Attn: Daniel Frattin
Tel.: (415) 567-9000

If to Coalition:

Each Party may change its foregoing notice addresses at any time by notice given in accordance with this Section 6.

7. Interpretation: Governing Law. Headings used in this Agreement are for reference purposes only and shall not be used to interpret this Agreement. Time is of the essence of this Agreement. Notwithstanding the place of performance of this Agreement or any portion thereof, this Agreement shall be construed in accordance with the laws, both procedural and substantive, of the State of California. Further, in the event of any dispute, the terms and provisions of this Agreement shall be deemed fully negotiated as between the parties, and in the event of any asserted ambiguity or uncertainty as to the meaning of any terms or provisions, neither the terms nor provisions of this Agreement shall be construed against either Party, regardless of which party is determined to be the "drafting party," and the Parties waive the benefit of any statute, law or judicial decision providing otherwise.

8. Entire Agreement. This Agreement sets forth the entire agreement of the Parties concerning the subject matter hereof, and this Agreement supersedes any and all prior negotiations, discussions, and agreements. Any prior agreements, promises, or negotiations not

expressly set forth in this Agreement are of no force and effect. Any oral representations of modifications concerning this Agreement shall be of no force or effect, except for a subsequent modification in writing signed by the party to be charged. No waiver, modification, amendment, discharge or change of this Agreement shall be valid unless it is in writing and signed by both Parties.

9. Severability. In the event that any provision contained herein this Agreement shall be held invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed in a manner consistent with its purposes, material terms, mutual considerations, and promises of payment, as if the invalid, illegal, or unenforceable provision had never been contained herein.

10. Successors. This Agreement shall inure to the benefit of and shall be binding upon the Parties to this Agreement and their respective heirs, successors and assigns. If there is more than one person comprising either Party to this Agreement, their respective obligations shall be joint and several.


11. Counterparts. The Parties contemplate that they may be executing counterparts of this Agreement transmitted by facsimile or by email and agree and intend that a signature by facsimile or in electronic format shall bind the Party so signing with the same effect as though the signature were an original signature.

12. Indemnity. Coalition agrees to defend, indemnify and hold Owner harmless from and against any and all claims, injuries, damages, losses or suits, including reasonable attorneys' fees and costs, arising out of or resulting from the acts, errors or omissions of Coalition in performance of this Agreement and performance of the Coalition Obligations. Coalition further agrees that Owner shall not be liable in the event the City does not approve the parameters of the Installation Area, the installation of the Platform, or the installation of the Memorial.

WHEREFORE, the Parties have executed this Agreement as of the dates provided below.

PROJECT SPONSOR:

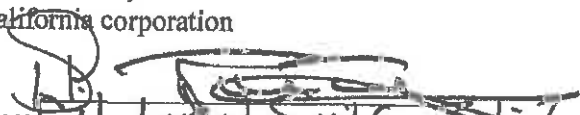
500 PINE STREET COMPANY, LLC,
a Delaware limited liability company

By: 
Name: JOHN HERR
Title: VP

Dated: 6-29-2016

COALITION:

COMFORT WOMEN JUSTICE
COALITION,
a California corporation

By: 
Name: WILLIAM SING
Title: CO-CHAIRS

Dated: 7-1-2016

Exhibit A

Approximate Location of Installation Area

