

1 [Settlement of Lawsuit - Pacific Rod and Gun Club]

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3 **Ordinance authorizing settlement of the unlawful detainer lawsuit entitled City and**
4 **County of San Francisco, et al., v. Pacific Rod and Gun Club, et al., filed on September**
5 **24, 2012, in San Francisco Superior Court, Case No. CUD-12-642832, regarding City-**
6 **owned property located at 520 John Muir Drive in San Francisco; material terms of the**
7 **settlement agreement include City and Club executing an amended and restated**
8 **month-to-month lease with improved insurance, indemnity and other provisions in**
9 **favor of the City, a new 90-day termination notice requirement, and a stipulation for**
10 **entry of judgment without trial to facilitate City obtaining a writ of possession following**
11 **such notice period.**

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

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15 Section 1. The City Attorney is hereby authorized to settle the action entitled "City and
16 County of San Francisco, et al., v. Pacific Rod and Gun Club, et al.", San Francisco Superior
17 Court, Case Number CUD-12-642832 by entering into a settlement agreement between the
18 City and County of San Francisco (City) and the Pacific Rod and Gun Club (Club) with
19 material terms that provide: (1) the San Francisco Public Utilities Commission (SFPUC) and
20 the Club will enter into an amendment and restatement of a lease, originally entered into
21 between the City and Club in 1934, for property located on Lake Merced at 520 John Muir
22 Drive in San Francisco (Lease Premises), on a form approved by the City Attorney, to improve
23 the insurance, indemnity and other provisions of the lease for the protection of the City, (as
24 authorized by the SFPUC on October 23, 2012, subject to this Board's approval of the
25 Settlement Agreement); (2) the Amended Lease will provide for a ninety day advance notice
upon termination of the Amended Lease, instead of the current thirty day lease termination

1 notice requirement, to facilitate the Club's orderly vacation of the Lease Premises in the event
2 of termination; and (3) to allow for entry of a stipulated judgment without trial and City's
3 acquisition of a writ of possession in the event that Club defaults under the terms of the
4 Amended Lease or fails to vacate the property ninety days following receipt of a notice of
5 termination from the SFPUC.

6 Section 2. The above-named action was filed in San Francisco Superior Court on
7 September 24, 2012, and the following parties were named in the lawsuit: Pacific Rod and
8 Gun Club, a California non-profit corporation.

9 APPROVED AS TO FORM AND
10 RECOMMENDED:

11 DENNIS J. HERRERA
12 City Attorney

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JOSHUA MILSTEIN
14 Deputy City Attorney

RECOMMENDED:

SAN FRANCISCO PUBLIC UTILITIES
COMMISSION

HARLAN L. KELLY, JR.
General Manager, SFPUC

APPROVED:

Donna Hood, Secretary