

1 [Amendment to Lease of Real Property.]

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3 **Resolution authorizing the amendment to lease of real property located at 598 Portola,**
4 **San Francisco, California with Twin Peaks Petroleum, Inc., a California corporation**
5 **doing business as Twin Peaks Auto Care (Tenant) successor in interest to Michael**
6 **Gharib.**

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8 BE IT RESOLVED, That in accordance with the recommendation of the Director of the
9 Department of Public Health and the Director of Property, the Director of Property, on behalf
10 of the City and County of San Francisco, as Landlord, is hereby authorized to execute a
11 written Amendment to Lease substantially in the form on file with the Clerk of the Board of
12 Supervisors with Twin Peaks Petroleum, Inc., a California corporation doing business as Twin
13 Peaks Auto Care (Tenant) successor in interest to Michael Gharib for the real property known
14 as 598 Portola Drive, San Francisco, California, which comprises an area of approximately
15 15,000 square feet (the "Premises") on the terms and conditions set forth herein; and, be it

16 FURTHER RESOLVED, That the Lease is hereby modified and amended to add a new
17 Section 6.1(a) which provides that Tenant, through its contractor, shall make at Tenant's sole
18 cost, improvements necessary to comply with mandated regulations set forth by the State of
19 California and shall provide City with a detailed description together of such work together
20 with copies of all payments and permits; and, be it

21 FURTHER RESOLVED, That in accordance with Lease Section 23.1, Tenant has
22 exercised the Extension Option with proper notice to City and that as a result of the State
23 mandated work required by Tenant, Lease Section 23.1 is amended to extend the Option
24 Term from five (5) years to ten (10) years reserving the right for City to terminate the
25 Extension Term after the fifth year with eighteen (18) months written notice; and, be it

1 FURTHER RESOLVED, That in accordance with Lease Section 23.2, the total initial
2 Base Rent at the commencement of the Extension Term shall be \$6,806.25 per month as
3 established by an independent appraisal; and, be it

4 FURTHER RESOLVED, That Lease Section 4.2 is hereby modified and amended such
5 that the initial Base Rent for the Extension Term shall be adjusted annually to reflect changes
6 in the Consumer Price Index; and, be it

7 FURTHER RESOLVED, That the following Lease provisions are amended to restate
8 each in their current form; namely, Section 24.24-Non-Discrimination in City Contracts and
9 Benefits Ordinance, Section 24.25-No Relocation Assistance; Waiver of Claims, Section
10 24.28-Tropical Hardwood and Virgin Redwood Ban, Section 24.29-Conflicts of Interest; and,
11 be it

12 FURTHER RESOLVED, That the Lease is hereby amended to add in their entirety the
13 provisions entitled, Pesticide Prohibition, First Source Hiring Ordinance, Sunshine Ordinance,
14 Requiring Health Benefits for Covered Employees, Notification of Limitations on Contributions,
15 Preservative-Treated Wood Containing Arsenic; and, be it

16 FURTHER RESOLVED, That except as expressly amended as provided herein, the
17 Lease shall continue unmodified and remain in full force and effect.

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20 RECOMMENDED:

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Department of Public Health

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Director of Property

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