

1 [Settlement of Lawsuit - Michael P. Walsh, Trustee of the John L. Stevenson Trust - Execution
2 of Long-Term Lease - Mowry East Shopping Center, Fremont, California]

3 **Ordinance authorizing settlement of the lawsuit filed by Michael P. Walsh, Trustee of**
4 **The John L. Stevenson Trust against the City and County of San Francisco by**
5 **executing a long-term lease of the City's property for shopping center parking, access**
6 **and landscaping at the Mowry East Shopping Center, Fremont, California; the lawsuit**
7 **was filed on November 29, 2011, in Alameda County Superior Court, Case No. RG**
8 **11606118; entitled Michael P. Walsh, Trustee of The John L. Stevenson Trust v. City**
9 **and County of San Francisco; other material terms of said settlement are that the**
10 **plaintiff will pay fair market rent for portions of the leased premises used for parking,**
11 **the parties will suspend their current dispute for the duration of the lease and the lease**
12 **will govern the parties' relationship during the lease term, upon expiration or other**
13 **termination of the lease, each party will retain its ability to assert the claims presented**
14 **in the lawsuit, and the plaintiff will dismiss the lawsuit.**

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

17 Section 1. Pursuant to Charter section 6.102(5), the Board of Supervisors hereby
18 authorizes the City Attorney to settle the action entitled Michael P. Walsh, Trustee of The
19 John L. Stevenson Trust v. City And County Of San Francisco, Alameda County Superior
20 Court, Case No. RG 11606118, by the execution of a long-term lease at the Mowry East
21 Shopping Center, Fremont, California whereby the City will allow the plaintiff to use its
22 property for shopping center parking, access, and landscaping, the plaintiff will pay fair market
23 rent based on the leased areas actually used for parking, the parties will suspend their current
24 dispute for the duration of the lease and the lease will govern the parties' relationship during
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1 the lease term, upon expiration or other termination of the lease, each party will retain its
2 ability to assert the claims presented in the lawsuit, and the plaintiff will dismiss the lawsuit.

3 Section 2. The above-named action was filed in Alameda County Superior Court on
4 November 29, 2011, and the following parties were named in the lawsuit: Michael P. Walsh,
5 Trustee of The John L. Stevenson Trust, as plaintiff, and City and County of San Francisco,
6 as defendant.

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APPROVED AS TO FORM AND
RECOMMENDED:

DENNIS J. HERRERA
City Attorney

RONALD P. FLYNN
Chief of Complex and Affirmative Litigation

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RECOMMENDED:

PUBLIC UTILITIES COMMISSION

HARLAN L. KELLY, JR.
General Manager

APPROVED:

DONNA HOOD
Secretary, Public Utilities Commission