

1 [Acceptance of Real Property – Dearborn Street]

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3 **Resolution authorizing an agreement under which the San Francisco League of Urban**  
4 **Gardeners (SLUG) will transfer title to real property located on Dearborn Street (Lot**  
5 **Nos. 040 and 073, Block No. 3577), the use of which is restricted to a community**  
6 **garden; adopting findings that the conveyance is exempt from Environmental Review**  
7 **and is consistent with the City's General Plan and Eight Priority Policies of City**  
8 **Planning Code Section 101.1; and authorizing the Director of Property to execute**  
9 **documents, accept the deeds to property and take certain actions in furtherance of this**  
10 **Resolution.**

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12 WHEREAS, In 2002, the City and County of San Francisco ("City"), acting through,  
13 respectively, the Mayor's Office of Community Development (now known as the Community  
14 Development Division of the Mayor's Office of Housing and formerly known as the Mayor's  
15 Office of Community Investment) ("MOCI"), the Department of Public Works ("DPW") and the  
16 San Francisco Library Commission (the "Public Library") entered into grant agreements  
17 (collectively, the "Grant Agreements") with the San Francisco League of Urban Gardeners  
18 ("SLUG"); and,

19 WHEREAS, The City alleges that SLUG breached the Grant Agreements and currently  
20 owes the City a substantial sum of money; and,

21 WHEREAS, SLUG has ceased its operations and is in the process of resolving its  
22 obligations to creditors, and intends to dissolve the non-profit public benefit corporation; and,

23 WHEREAS, SLUG owns or will own certain real property located on Dearborn Street,  
24 listed in the Tax Assessor's rolls as Lot 49 and Lot 73 in San Francisco Assessor's Block  
25 3577 (the "Property"); and,

1           WHEREAS, The deeds by which SLUG took or will take title to the Property contain  
2 certain use conditions requiring that the Property be used solely and perpetually for the  
3 purpose of maintaining a public garden, as further described therein; and,

4           WHEREAS, Under the terms and conditions of an Agreement Regarding Conveyance  
5 of Property and Release of Claims (the "Agreement") on file with the Clerk of the Board of  
6 Supervisors in File No. \_\_\_\_\_, SLUG agrees to quitclaim SLUG's interest in the  
7 Property to the City and to pay the City \$10,000; and,

8           WHEREAS, The Director of MOCI, the Director of DPW, and the City Librarian have  
9 each recommended resolving the defaults of SLUG under agreements with their respective  
10 departments on the terms and conditions set forth in the Agreement, as evidenced by letters  
11 on file with the Clerk of the Board of Supervisors in File No. \_\_\_\_\_; and,

12           WHEREAS, The Director of Planning, by letters dated October 9, 2004, and  
13 December 17, 2009, found that the acquisition of the Property contemplated by the  
14 Agreement is consistent with the City's General Plan and with the Eight Priority Policies of  
15 City Planning Code Section 101.1, and is exempt from Environmental Review, which letters  
16 are on file with the Clerk of the Board of Supervisors in File No. \_\_\_\_\_, and are  
17 incorporated herein by this reference; and,

18           WHEREAS, By letter dated December 18, 2009, which letter is on file with the Clerk of  
19 the Board of Supervisors in File No. \_\_\_\_\_, the Director of DPW agreed to accept  
20 jurisdiction of the Property for use as a community garden; now, therefore, be it

21           RESOLVED, That the Board of Supervisors of the City and County of San Francisco  
22 hereby finds that the acquisition of the Property is consistent with the General Plan, and with  
23 the Eight Priority Policies of City Planning Code Section 101.1 and is exempt from  
24 Environmental Review for the same reasons as set forth in the letters of the Director of

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1 Planning, dated October 9, 2004, and December 17, 2009, and hereby incorporates such  
2 findings by reference as though fully set forth in this Resolution; and, be it

3 FURTHER RESOLVED, That in accordance with the recommendations of the Director  
4 of MOCI, the Director of DPW, the City Librarian, the Director of Property, and the City  
5 Attorney, the Board of Supervisors hereby approves the Agreement and the transaction  
6 contemplated thereby; and, be it

7 FURTHER RESOLVED, That the Board of Supervisors authorizes the Director of  
8 Property to enter into the Agreement and any additions, amendments or other modifications to  
9 the Agreement (including, without limitation, the attached exhibits) that the Director of  
10 Property determines are in the best interest of the City, that do not materially increase the  
11 obligations or liabilities of the City, and are necessary or advisable to complete the acquisition  
12 of the Property contemplated in the Agreement and effectuate the purpose and intent of this  
13 Resolution, provided such additions, amendments or other modifications are approved as to  
14 form by the City Attorney; and, be it

15 FURTHER RESOLVED, That the Director of Property is hereby authorized and urged,  
16 in the name and on behalf of the City, to accept the deed to the Property from SLUG in  
17 accordance with the terms and conditions of the Agreement and place the Property under the  
18 jurisdiction of the DPW, to make payment to Quartararo & Quartararo, PLLC, Attorneys at  
19 Law, for legal fees incurred on behalf of New Century Beverage Company in accordance with  
20 the terms and conditions of the Agreement, and to take any and all steps (including, but not  
21 limited to, the execution and delivery of any and all certificates, agreements, notices,  
22 consents, escrow instructions, closing documents and other instruments or documents) as the  
23 Director of Property deems necessary or appropriate in order to consummate the conveyance  
24 of the Property pursuant to the Agreement, or to otherwise effectuate the purpose and intent  
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1 of this resolution, such determination to be conclusively evidenced by the execution and  
2 delivery by the Director of Property of any such documents; and, be it

3 FURTHER RESOLVED, That the sums received by the City from SLUG under the  
4 Agreement shall be used by the Department of Real Estate to cover the payment to  
5 Quartararo & Quartararo, PLLC, Attorneys at Law, for legal fees incurred on behalf of New  
6 Century Beverage Company in accordance with the terms and conditions of the Agreement,  
7 and to cover costs incurred by the department and the Office of the City Attorney for  
8 negotiating the Agreement and ancillary documents.

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11 RECOMMENDED:

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13 \_\_\_\_\_  
14 AMY L. BROWN  
Director of Property

15 RECOMMENDED:  
16 DENNIS J. HERRERA, City Attorney

17 By: \_\_\_\_\_  
18 Anita L. Wood  
Deputy City Attorney

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