

1 [Lease of Real Property at 400 McAllister Street]

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3 **Resolution authorizing the lease of 1,118 square feet of space to the Nasra Family**  
4 **Partnership, in the Courthouse located at 400 McAllister Street on behalf of the**  
5 **Superior Court.**

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7 WHEREAS, The Superior Court of California, County of San Francisco, is located at  
8 400 McAllister Street; and

9 WHEREAS, The Superior Court's employees and patrons desire to have a quality café  
10 operating within the premises; and

11 WHEREAS, The Real Estate Division has completed a competitive solicitation to  
12 secure a café operator within 1,118 rentable square feet at 400 McAllister Street at a market  
13 rental rate; now, therefore, be it

14 RESOLVED, That in accordance with the recommendation of the Chief Executive  
15 Officer of the Superior Court of the County of San Francisco and the Director of Property, the  
16 Director of Property is hereby authorized to take all actions, on behalf of the City and County  
17 of San Francisco, as Landlord, to execute a lease with the Nasra Family Partnership, a  
18 general partnership, as Tenant for 400 McAllister Street, San Francisco, California (the  
19 "Lease"), substantially in the form on file with the Clerk of the Board of Supervisors in File No.  
20 071077; and, be it

21 FURTHER RESOLVED, That the term of the Lease shall be five years with a  
22 commencement date of May 1, 2007; and, be it

23 FURTHER RESOLVED, That the monthly base rent shall be \$1,500 upon  
24 commencement, modified gross, and such rent shall escalate to \$1,600 per month in Year 2 ,

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1 \$1,700 per month in Year 3, \$2,000 per month in Year 4 and \$2,300 per month in Year 5 of  
2 the initial term; and, be it

3 FURTHER RESOLVED, That the Lease shall contain two 5-year options for renewal by  
4 Tenant at the rental rate set forth in the Lease Agreement; and, be it

5 FURTHER RESOLVED, That the Lease shall include a clause approved by the City  
6 Attorney, indemnifying and holding harmless the City from and agreeing to defend the City  
7 against any and all claims, costs and expenses, including, without limitation, reasonable  
8 attorney's fees, incurred as a result of Tenant's use of the premises, any default by the Tenant  
9 in the performance of any of its obligations under the Lease or any acts or omissions of  
10 Tenant or its agents, in, on or about the premises or the property on which the premises are  
11 located, excluding those claims, costs and expenses incurred as a result of the active gross  
12 negligence or willful misconduct of City or its agents; and, be it

13 FURTHER RESOLVED, That all actions heretofore taken by any employee or official of  
14 the City with respect to this Lease are hereby approved, confirmed and ratified; and, be it

15 FURTHER RESOLVED, That the Board of Supervisors authorizes the Director of  
16 Property to enter into any amendments or modifications to the Lease that the Director of  
17 Property determines, in consultation with the City Attorney, are in the best interest of the City,  
18 do not materially reduce the rent or otherwise materially increase the obligations or liabilities  
19 of the City, are necessary or advisable to effectuate the purposes of the Lease and are in  
20 compliance with all applicable laws, including City's Charter.

21 RECOMMENDED:  
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Gordon Park-Li  
Chief Executive Officer  
Superior Court of County of San Francisco

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Amy L. Brown  
Director of Property