

CITY AND COUNTY OF SAN FRANCISCO

JOSEPH L. ALIOTO, MAYOR

RECREATION CENTER FOR THE HANDICAPPED LEASE

San Francisco, California

PUBLIC UTILITIES COMMISSION

Marvin E. Cardoza, President Oliver M. Rousseau, Vice President

Joseph J. Diviny - Commissioner
H. Welton Flynn - Commissioner
Louis A. Patri - Commissioner

John D. Crowley
General Manager of Public Utilities

1971

I N D E X

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PUBLIC UTILITIES COMMISSION
SAN FRANCISCO WATER DEPARTMENT
RECREATION CENTER FOR THE HANDICAPPED LEASE

THIS INDENTURE OF LEASE, made and entered into in the City and County of San Francisco, State of California, this 9th day of February, 1971, by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (hereinafter referred to as "City"), by and through City's Public Utilities Commission (hereinafter referred to as "Commission"), Lessor, and RECREATION CENTER FOR THE HANDICAPPED, INC., a non-profit California corporation, (hereinafter referred to as "Lessee"), Lessee;

W I T N E S S E T H:

WHEREAS, City owns the hereinafter described real property located in the City and County of San Francisco, State of California; and

WHEREAS, Commission has found that use of said land adjacent to Fleishhacker Pool would be beneficial to provide recreation for handicapped persons within the City and County of San Francisco; and

WHEREAS, Lessee desires to lease said land in order to offer an opportunity to the handicapped to participate in selective recreational, social and related activities;

NOW, THEREFORE, in consideration of the covenants and agreements herein contained and of the payment of moneys by Lessee as herein required, the parties hereto mutually agree as follows:

1. PREMISES

City hereby leases to Lessee, and Lessee hereby hires and takes from City, for the purposes herein enumerated, and upon the terms and conditions herein set forth, all that real property situated in the City and County of San Francisco, State of California, shown on San Francisco Water Department Drawing No. B-3146, attached hereto and made a part hereof.

2. TERM

The term of this lease shall be for a period of twenty-five (25) years, commencing on the date of execution hereof.

Lessee shall have an option for an additional twenty-five (25) year term provided: (1) Lessee gives Commission written notice at least one year prior to the expiration of the lease term of its extension for an additional twenty-five (25) year period; (2) Lessee is not in default in any of the terms and conditions of this lease; (3) said lease has not terminated for any cause.

3. RENTAL

Lessee promises and agrees to pay to City and City will accept as rental for the demised premises, payable annually, in advance, the sum of One Dollar (\$1.00), the first payment to be made upon the execution of this lease.

All rentals under this lease shall be paid to City by mailing or delivering a valid check therefor to the office of the Chief Accountant, San Francisco Water Department, Room 600, 425 Mason Street, San Francisco, California 94101. Said rental payments shall be in lawful money of the United States of America, free from all claims, demands, set-offs or counterclaims of any kind against City.

4. USE AND OPERATION OF PREMISES

It is the intention of City and it is understood and agreed by Lessee that the demised premises shall be used only for the construction, furnishing, operation and maintenance of a structure for the use of the Recreation Center for the Handicapped to operate a recreation center for severely handicapped and mentally retarded persons residing in the City and County of San Francisco. Lessee shall at all times during the term hereof actively use the demised premises for those

purposes and shall not at any time leave the demised premises vacant without the written consent of the City.

5. IMPROVEMENTS

Subject to the conditions herein set forth, and subject to the prior written approval of the General Manager and Chief Engineer, San Francisco Water Department (hereinafter referred to as "Manager"), Lessee shall have the right at its own cost and expense, to construct or erect on the demised premises a building or structure and fixtures it may consider necessary or useful in connection with or related to its activities and thereafter to alter, modify or enlarge the same. Any such building, structure and fixtures, and all such alterations, modifications or enlargements, shall be in conformity with the surrounding area and shall meet all City and County building codes and ordinances as well as all applicable State regulations. Before commencing the construction of any such building or structure, or any alterations, modifications or enlargements, Lessee shall first draw plans and specifications in accordance with the direction of and subject to the approval of Manager with regard to the nature, location and style of construction. In addition, Lessee shall submit plans and specifications therefor to Commission, which shall thereafter either approve, disapprove or require such modifications as may be necessary to meet City's architectural and structural requirements. Said plans, as approved by Commission, shall also be subject to approval by City's Art Commission. Upon the completion of said construction, or of any alterations, modifications or enlargements thereto, Lessee shall furnish City with two (2) complete sets of detailed plans and specifications of the work as completed. City agrees that such plans and specifications shall not be made available to any third party except as required by law, without the consent of Lessee. In the event of construction or alteration, City shall have the right to enter and post and maintain upon the demised premises notices of nonresponsibility. Any permanent building, structure, improvement or fixtures hereafter constructed or placed upon the demised premises, and all alterations, modifications

and enlargements thereof and improvements therein, shall not be deemed trade fixtures but shall become part of the demises premises, subject to Lessee's right of possession, use and occupancy during the term of this lease in accordance with the terms and conditions thereof. Any building, structure or fixtures of every kind and nature which may be made, installed or attached to said premises shall be the property of City with title thereto passing to City upon termination of this lease and shall remain on and be surrendered with the premises as a part thereof at the expiration of this lease or the extension thereof.

Lessee shall have no right to remove or demolish in whole or in part any structure or improvement upon the demised premises except upon the prior written consent or request of Commission to do so. Commission may, in its discretion request, or condition its consent on the obligation of Lessee to replace the same by another building or improvement. It is hereby expressly understood and agreed that any and all tools, devices, appliances, furniture, furnishings and equipment of every kind and nature hereafter so placed or installed by Lessee in or about any of said demised premises shall, as between City and Lessee, be and remain the personal property of Lessee, notwithstanding the same are or may be attached, affixed or annexed to the land or the floors. Lessee shall have the right to remove said personal property provided that upon said removal Lessee shall repair at its own expense any damage resulting therefrom and leave the demised premises in a clean and neat condition.

6. FIRE INSURANCE

Lessee shall keep and maintain fire insurance, accompanied by the extended coverage endorsement now customarily issued by fire insurance companies in San Francisco, naming City as insured or additional insured for the full replacement value and a 90% average clause upon any structure, building or fixtures on the demised premises herein. Said policy or policies shall be in such amount

or amounts as determined by Commission and in an insurance company, or companies, meeting with the written approval of City's Controller and in form approved by the City Attorney. Should any said permanent structure, building or fixtures be damaged or destroyed by fire or other risks under said extended coverage endorsement, all sums paid under said policy or policies shall be used for the repair or reconstruction of said structure, building or fixtures, or for such other purpose mutually agreed upon by Commission and Lessee. Neither City nor Lessee shall be under any obligation with respect to repair or reconstruction except the devotion of the insurance proceeds as herein provided. Any renewal of said policy or policies shall provide that thirty (30) days prior written notice of cancellation of, or material change in, said policy shall be given to City at the office of Manager.

7. DELIVERY BY CITY OF POSSESSION

In the event of the inability of City to deliver possession of all the premises at the time of commencement of the term of this lease, City shall not be liable for any damage caused thereby, nor shall this lease thereby become void or voidable, nor shall the term herein specified be in any way extended, but in such event Lessee shall be liable only for that part of the premises which City can deliver possession.

8. MAINTENANCE AND REPAIRS

Lessee has examined and inspected and knows the condition of the premises and every part thereof and will receive and accept said premises in its same present condition, except only as may otherwise be provided in this lease. Lessee shall maintain the premises, and every part thereof, in good repair and order, and in good and safe condition, reasonable wear and tear excepted, and shall make all necessary repairs thereto, at its own cost and expenses, and shall not permit trash or rubbish to accumulate; all of which shall be done to the satisfaction of Manager.

9. TAXES AND ASSESSMENTS

A. As a part of the consideration for this lease and as additional rent hereunder, Lessee covenants and agrees to bear, pay and discharge promptly as the same become due and before delinquency, including but not limited to real and personal property and possessory interest taxes, any and all taxes, assessments, rates, charges, license fees, municipal liens, levies, excises or imposts, whether general or special, or ordinary or extraordinary, of every name, nature and kind whatsoever, including all governmental charges of whatsoever name, nature or kind which may be levied, assessed, charged or imposed, or may be or become a lien or charge upon the property hereby leased, or any part thereof, or upon the leasehold of Lessee, or upon the estate hereby created, or upon City by reason of its ownership of the fee underlying this lease.

B. All of the aforesaid taxes, assessments, charges, imposts and levies of whatsoever nature which shall relate to a fiscal year during which the term of this lease shall commence or terminate shall be prorated between City and Lessee.

C. If at any time during the term of this lease any governmental subdivision shall undertake to create an improvement or special assessment district the proposed boundaries of which shall include the property leased hereunder, Lessee shall be entitled to appear in any proceeding relating thereto and to exercise all rights of a landowner to have the demised premises excluded from such district or to determine the degree of benefit to the demised premises resulting therefrom. However, City retains to itself an independent right, but shall be under no obligation, to appear in any such proceeding for the purpose of seeking inclusion of the premises in or exclusion of the premises from any such district or of determining the degree of benefit therefrom to the premises. The party receiving any notice or other information relating to the proposed creation of any such district, the proposed boundaries of which include the property leased hereunder, shall promptly advise

the other party in writing of such receipt.

D. If any tax, assessment, charge, levy or impost made against the premises to finance such a special improvement shall be payable in installments over a period of time extending beyond the term of this lease, Lessee shall only be required to pay such installments thereof as shall become due and payable during the term of this lease.

10. SIGNS

Lessee may install and maintain at its own cost and expense identification, directional, and other signs on the demised premises. Location, size and wording of each such sign shall be subject to the prior written approval of Manager.

11. WASTE

Lessee shall not commit any waste of the demised premises nor suffer any waste to be committed thereon.

12. PIPELINES AND MONUMENTS

Lessee shall be liable for the adequate protection of any pipelines and appurtenances and any of City's monuments located on the demised premises. Monuments damaged or disturbed shall be repaired and relocated by City at Lessee's expense.

13. UTILITIES

Lessee shall install on the premises any necessary utilities and facilities and agrees to pay promptly, when due and payable, all charges for water, gas, electricity, heat and other services furnished to or used by Lessee and its tenants, in, on or about the premises, in addition to the rents herein reserved.

14. NO PARTNERSHIP

Nothing herein contained shall make, or be construed to make, the City or the Lessee a partner of the other, nor shall this lease be construed to create a partnership or joint venture between the City and the Lessee.

15. LESSEE AS INDEPENDENT CONTRACTOR

Lessee enters into this agreement as an independent contractor and not as an agent or employee of City, as the word "employee" is defined in the Workmen's Compensation Act of the State of California and Lessee will, upon request, furnish to Commission adequate evidence of provision for Workmen's Compensation Insurance, Social Security and Unemployment Compensation.

16. LABOR AND MATERIALS

All labor to be performed and materials furnished in the construction by and operations of Lessee hereunder shall be at the cost and expense of Lessee, and City shall not be chargeable with, nor liable for, any part thereof. Lessee agrees to give Manager not less than ten (10) days' written notice in advance of commencement of any construction work upon the demised premises and City shall have the right to enter the demised premises for the purpose of posting signs of nonresponsibility, which signs shall remain posted thereon until work has been completed.

17. INSPECTION OF DEMISED PREMISES

City shall also be entitled to, at all reasonable times, to go upon and into the leased premises to inspect the same and to inspect the performance by Lessee of the terms and conditions of this lease.

18. MECHANICS' AND OTHER LIENS

A. Lessee covenants and agrees to keep the demised premises, and every part thereof, free and clear of and from any and all mechanics; materialmen's and other liens for work or labor done, services performed or materials contributed, used or furnished, to be used in or about the premises for or in connection with any operations of Lessee, any alteration, improvement or repairs or additions which Lessee may make or permit or cause to be made, or any work construction, by, for or permitted by Lessee on or about

the premises, and at all times promptly and fully to pay and discharge any and all claims upon which any such lien may or could be based, and to save and hold City, and all of the premises and all buildings and improvements thereon free and harmless of and from any and all other liens and claims of liens and suits or other proceedings pertaining thereto.

B. No mechanics' or materialmen's liens or mortgages, deeds of trust, or other liens of any character whatsoever created or suffered by Lessee shall in any way, or to any extent, affect the interest or rights of City in the demised premises, or attach to or affect its title to or rights in the premises.

19. NO LIABILITY OUTSIDE OF TERMS OF CONTRACT

It is agreed that all duties, obligations and liabilities of either of the parties hereto must necessarily be founded upon the terms of this lease, that any liability under this lease or in connection with the transaction consummated by this lease is exclusively that of each of the principals appearing respectively as Lessor and Lessee and that any Commissioner, servant, agent, officer or employee of either party is not to be held liable for any act, neglect, default or alleged misrepresentation or statement.

20. WAIVER BY LESSEE

Lessee hereby expressly waives any and all claims for loss, liability or damage against City sustained by reason of any defect, deficiency, failure or impairment of any improvements or services to or in the demised premises, including, but not limited to, the water supply system, wires leading to or inside the demised premises, gas electricity, telephone, sewer or other utility services which may occur from time to time for any cause or from any loss resulting from gas, gasoline, oil, water or other fluid, or from any other force whatsoever, and Lessee hereby expressly releases and discharges City, members of Commission, and the officers, agents and employees of City from any claims arising from any of the causes aforesaid.

21. INDEMNITY

Lessee agrees to defend, indemnify and hold harmless City, the members of Commission, and all of City's officers, agents and employees from and against any liability, judgment or claim for loss for injury to or death of any person, or damage to property caused by any act or omission to act of Lessee, its agents, servants and employees, or any kind or nature arising directly or indirectly out of the use of, occupancy of, or operations of Lessee on the demised premises. Each party hereto shall give to the other prompt and timely notice of any claim made, or suit instituted, coming to its knowledge which in any way, directly or indirectly, contingently or otherwise, affects or might affect either, and both shall have the right to participate in the defense of same to the extent of its own interest.

22. REMEDIES OF LESSOR ON DEFAULT

A. It is mutually agreed that the letting hereunder is upon and subject to the terms, covenants and conditions hereof, and Lessee covenants, as a material part of the consideration for this lease, to keep and perform each and all of said terms, covenants and conditions by it to be kept or performed, and that this lease is made upon the condition of such performance.

B. In the event of breach of any term, covenant or condition of this lease by Lessee, then City, notwithstanding other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Lessee. Should City elect to re-enter, as herein provided, or should it take possession pursuant to any notice provided by law, Lessee's interest shall immediately terminate, and full title and right thereto shall vest in City, and City may either terminate this lease or it may from time to time, without terminating this lease, re-let said

premise or any part thereof for such term or terms (which may be for a term extending beyond the term of this lease) and at such rental or rentals and upon such other terms and conditions as City in its sole discretion may deem advisable with the right to make alterations and repairs to said premises; upon each such re-letting (a) Lessee shall be immediately liable to pay to City, in addition to any indebtedness other than rent due hereunder, the cost and expenses of such re-letting and of such alterations and repairs, incurred by City, and the amount, if any, by which the rent reserved in this lease for the period of such re-letting (up to but not beyond the terms of this lease) exceeds the amount agreed to be paid as rent for the demised premises for such period of such re-letting; or (b) at the option of City, rents received by City from such re-letting shall be applied: First, to the payment of any indebtedness, other than rent due hereunder from Lessee to City; second, to the payment of any costs and expenses of such re-letting and of such alterations and repairs; third, to the payment of rent due and unpaid hereunder and the residue, if any, shall be held by City and applied in payment of future rent as the same may become due and payable hereunder. If Lessee has been credited with any rent to be received by such re-letting under option (a), and such rent shall not be promptly paid to City by the new tenant, or if such rentals received from such re-letting under option (b) during any month be less than that to be paid during that year by Lessee hereunder, Lessee shall pay any such deficiency to City. Such deficiency shall be calculated as of the first day of each month and paid within fifteen (15) days thereafter. No such re-entry or taking possession of said premises by City shall be construed as an election on its part to terminate this lease unless a written notice of such intention be given to Lessee or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such re-letting without termination, City may at any time thereafter elect to terminate this lease for such previous breach. Should

City at any time terminate this lease for any breach, in addition to any other remedy it may have, it may recover from Lessee all damages it may incur by reason of such breach, including reasonable attorney fees, court costs and other costs of recovering the premises and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this lease for the remainder of the stated term over the then reasonable rental value of the premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Lessee to City.

23. CONDEMNATION

In the event of condemnation by any public body other than City during the existence of this lease, the lease shall terminate at the option of either party hereto, and Lessee hereby waives and surrenders any rights founded upon the existence of this lease to any compensation in said condemnation proceedings, except that Lessee shall be entitled to seek to recover as against the condemnor an amount equal to the value of its leasehold interest and improvements, and City shall have no claim thereto.

24. BANKRUPTCY OR REORGANIZATION PROCEEDINGS

In the event that Lessee shall file a voluntary petition in bankruptcy or that proceedings in bankruptcy shall be instituted against Lessee and Lessee is thereafter adjudicated bankrupt pursuant to such proceedings, or that the court shall take jurisdiction of Lessee and its assets pursuant to proceedings brought under the provisions of any Federal Reorganization Act, or that a receiver of Lessee's assets shall be appointed, or in the event that Lessee executes an assignment for the benefit of its own creditors, City shall have the right to terminate this lease forthwith. Such termination shall, in such instance, be deemed to occur upon the happening of any of said events and from thenceforth Lessee shall have no rights in or to the demised premises, or to any of the

rights herein conferred, and City shall have the right to take possession of said recreational facility forthwith. In any such events, the interest of Lessee herein shall not pass as an asset for administrative or other judicial control of said proceedings.

25. ASSIGNMENT OR SUBLETTING

Lessee shall not assign this lease or any interest therein and shall not sublet the demised premises or any part thereof, or any right or privilege appurtenant thereto, or mortgage or encumber any leasehold interest as security for any funds borrowed, or to extend or renew any loan, for purposes of construction, or in connection with fixtures and equipment or to serve as operating capital or for any other purpose without the written consent of Commission first had and obtained. Any such assignment, subletting or encumbrance without such consent shall be void and shall, at the option of City, terminate this lease and a consent to one assignment, subletting, encumbrance, occupation or use by another person shall not be deemed a consent to any subsequent assignment, subletting, encumbrance, occupation or use by another person. Nor shall this lease, or any interest therein, be assignable as to the interest of Lessee by operation of law, without the written consent of City.

26. LIABILITY AND PROPERTY DAMAGE INSURANCE

Lessee shall, throughout the period of this lease or any extension thereof, at its own cost and expense, procure and maintain in full force and effect an insurance policy or policies, including products and automobile liability, in protection of and naming as insured or additional insureds, City, Commission and its members, and all officers, servants, agents and employees of City in a company or companies approved by the Controller of City and in form satisfactory to the City Attorney of City, insuring said parties against loss or liability for damages for bodily injury, death or property damage occasioned by reason of the contemplated construction or operations of Lessee upon, in, about and around said demised premises, with minimum liability limits of \$1,000,000 for bodily injury or death of any one or more persons or for property damage resulting

from any one occurrence or event. As an alternative to the foregoing provision, Lessee may file with Commission a duly executed certificate by an insurance company whose identity is approved by said Controller and in form satisfactory to said City Attorney to the effect that existing insurance is extended in favor of City and the above named parties covering such liabilities of the nature and extent heretofore stated, and said certificate shall be re-executed when policies are renewed so as to evidence maintenance of said insurance in said limits in favor of City and the above named parties. Said policy or certificate shall contain a cross-liability provision or endorsement and a provision or endorsement that a written notice of cancellation or of any material change in said policy shall be delivered to Commission ten (10) days in advance of the effective date thereof. Certified duplicate policies of said insurance policy or the policy referred to in said certificate shall be filed with Commission forthwith following the date of execution of this lease. Lessee agrees to increase forthwith the aforesaid liability limits and amounts to those determined and if demanded in writing by Commission but said increases must be reasonable and justifiable by Commission.

27. CONSENTS

No consent or approval by the City, its officers or agents, permitted or required under the terms of this lease, shall be valid or be of any validity whatsoever, unless the same shall be in writing signed by the parties by or on whose behalf such consent is executed.

28. NO LIABILITY OUTSIDE OF TERMS OF LEASE

It is agreed that all duties, obligations and liabilities of either of the parties hereto must necessarily be founded upon the terms of this lease.

29. NO WAIVER OR SUBSEQUENT BREACHES OR DEFAULTS

The failure of City at any time to insist upon a strict

from any one occurrence or event. As an alternative to the foregoing provision, Lessee may file with Commission a duly executed certificate by an insurance company whose identity is approved by said Controller and in form satisfactory to said City Attorney to the effect that existing insurance is extended in favor of City and the above named parties covering such liabilities of the nature and extent heretofore stated, and said certificate shall be re-executed when policies are renewed so as to evidence maintenance of said insurance in said limits in favor of City and the above named parties. Said policy or certificate shall contain a cross-liability provision or endorsement and a provision or endorsement that a written notice of cancellation or of any material change in said policy shall be delivered to Commission ten (10) days in advance of the effective date thereof. Certified duplicate policies of said insurance policy or the policy referred to in said certificate shall be filed with Commission forthwith following the date of execution of this lease. Lessee agrees to increase forthwith the aforesaid liability limits and amounts to those determined and if demanded in writing by Commission but said increases must be reasonable and justifiable by Commission.

27. CONSENTS

No consent or approval by the City, its officers or agents, permitted or required under the terms of this lease, shall be valid or be of any validity whatsoever, unless the same shall be in writing signed by the parties by or on whose behalf such consent is executed.

28. NO LIABILITY OUTSIDE OF TERMS OF LEASE

It is agreed that all duties, obligations and liabilities of either of the parties hereto must necessarily be founded upon the terms of this lease.

29. NO WAIVER OR SUBSEQUENT BREACHES OR DEFAULTS

The failure of City at any time to insist upon a strict

performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

30. SURRENDER OF POSSESSION

Lessee agrees to yield and deliver to City possession of the demised premises, at the termination of this lease or of any extension thereof, or as otherwise herein provided, in good condition and in accordance with the express obligations hereunder, and shall execute and deliver to City a good and sufficient document of relinquishment, if and when requested.

31. HOLDING OVER

Any holding over after the expiration of the term provided for in this lease, with the consent of City, shall be construed to be a tenancy from month to month, at the annual rental provided for in this lease, and otherwise on the same terms and conditions set forth in this agreement.

32. COMPLIANCE WITH LAWS AND REGULATIONS

Lessee agrees to keep the demised premises, and all fixtures and equipment, clean, neat, safe, sanitary and in good order at all times. All health or sanitary regulations and building, electrical, health and fire codes adopted by the county, state or other duly constituted legal authority shall be fully met by Lessee, and Lessee shall give access for inspection purposes to any duly authorized representative of any of said legal authorities.

Lessee agrees that the business as conducted under this agreement will be operated in strict compliance with all laws of the United States, the State of California, applicable laws of the City and County of San Francisco, or any legal authority having jurisdiction, and all rules and regulations issued pursuant to the laws of the sovereignties or agencies hereinabove mentioned. Lessee further agrees to submit a report or reports or convey such information regarding its operations as Manager may require at any time.

33. NOTICES

All notices to be given to Lessee may be given in writing personally or by depositing the same in the United States mail, postage prepaid, and addressed to Lessee at the demised premises, whether or not Lessee has departed from or abandoned or vacated the premises. A further copy of any notice to Lessee shall be mailed to it at any address to be designated in writing by Lessee.

All notices required to be given to City hereunder shall be given by registered or certified mail, addressed to: General Manager and Chief Engineer, San Francisco Water Department, 425 Mason Street, San Francisco, California, 94102, or any other address to be designated in writing by City.

34. CONFLICT OF INTEREST

Lessee states that it is familiar with the provisions of Sections 222 and 222.1 of the San Francisco Charter and certifies that it knows of no facts which constitute a violation of said sections; it further certifies that it has made a complete disclosure to Commission of all facts bearing upon any possible interest, direct or indirect, which it believes any member of Commission or other officer or employee of the City and County of San Francisco presently has or will have in this contract or in the performance thereof, or in any portion of the profits thereof. Wilful failure to make such disclosure, if any, shall constitute grounds for termination of this lease by City.

35. APPLICABILITY OF FISCAL PROVISIONS OF CHARTER

All terms of this lease shall be governed by and shall be subject to the fiscal and budgetary provisions of the Charter of the City and County of San Francisco.

36. SUCCESSORS AND ASSIGNS

Subject to the provisions hereof relating to assignment, this lease shall bind and inure to the successors and assigns of the parties hereto.

37. AGREEMENT MADE IN CALIFORNIA

This agreement shall be deemed to be made in and shall be construed in accordance with the laws of the State of California.

38. TIME IS OF THE ESSENCE

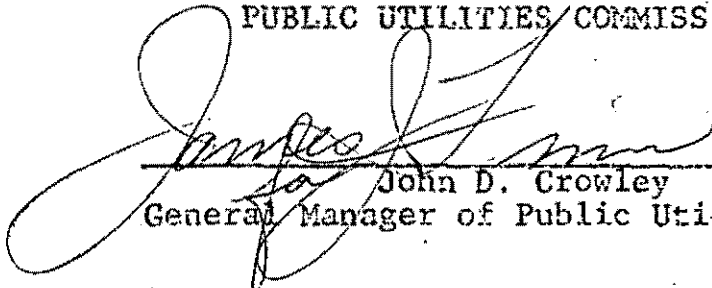
Time is of the essence of this lease.

IN WITNESS WHEREOF, the parties hereto have caused this lease to be executed in quintuplicate as of the day and year first hereinabove written.

LESSOR

CITY AND COUNTY OF SAN FRANCISCO
a municipal corporation,

PUBLIC UTILITIES COMMISSION


John D. Crowley
General Manager of Public Utilities

APPROVED AS TO FORM:


THOMAS M. O'CONNOR
City Attorney

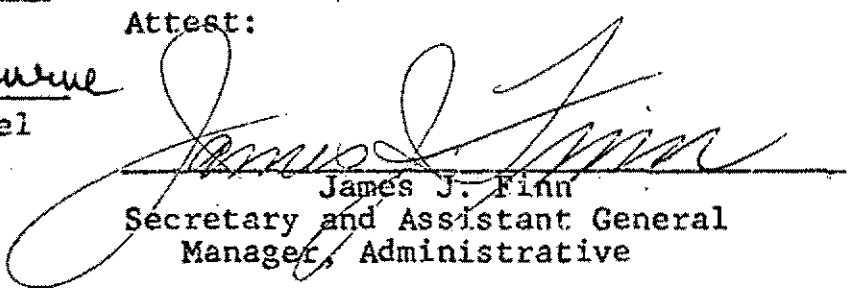
Authorized by Public Utilities
Commission

Resolution No. **71-0049**

Adopted: FEBRUARY 9 1971

Attest:

By 
Public Utilities Counsel


James J. Finn
Secretary and Assistant General
Manager, Administrative

LESSEE

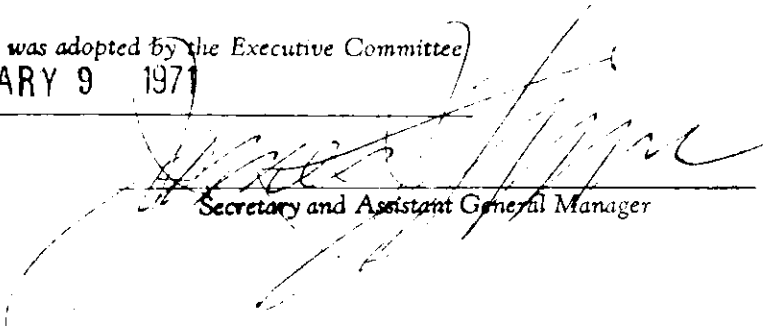
RECREATION CENTER FOR THE HANDICAPPED

By 
R. P. Quirk
President

PUBLIC UTILITIES COMMISSION
CITY AND COUNTY OF SAN FRANCISCO
RESOLUTION No. **71-0049**

RESOLVED, that this Commission hereby approves and authorizes execution of that lease for recreational purposes for the handicapped, copies of which lease are on file with Commission's Secretary, covering real property located in the City and County of San Francisco, as shown on San Francisco Water Department Drawing No. B-3146, to RECREATION CENTER FOR THE HANDICAPPED, INC., a non-profit California corporation for a term of 25 years, commencing upon the execution date of said lease, with an option for an additional 25-year term, at a rental of \$1.00 per year, and subject to all the other terms and conditions contained in said lease.

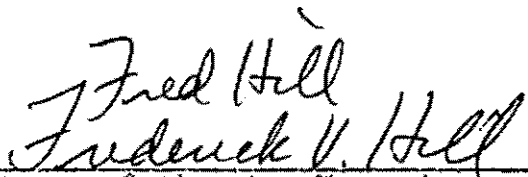
I hereby certify that the foregoing resolution was adopted by the Executive Committee
at its meeting of FEBRUARY 9 1971

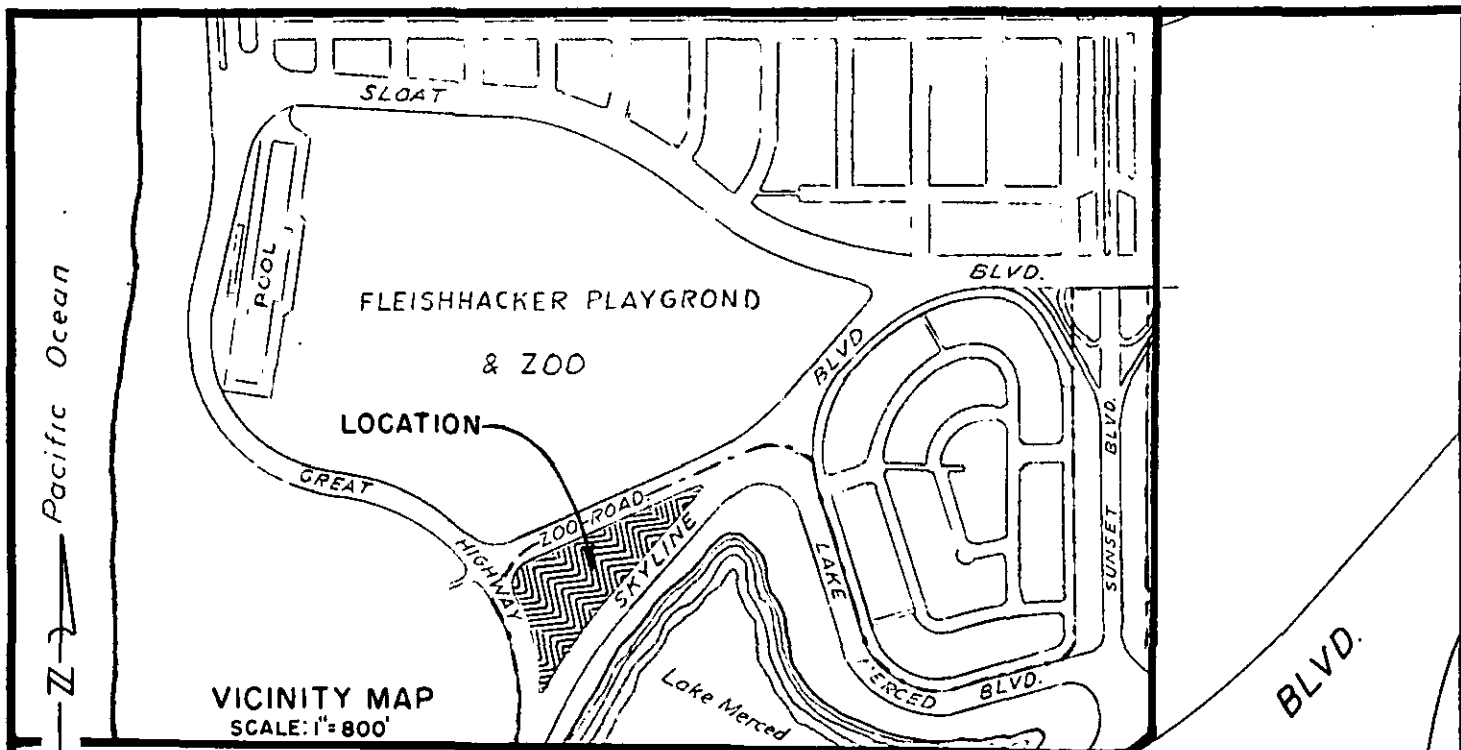

Secretary and Assistant General Manager

RESOLUTION AUTHORIZING EXECUTION OF INDENTURE OF LEASE

BE IT RESOLVED: that R. R. Zellick, Vice President and a Director of this non-profit Corporation, be and is hereby authorized and empowered for and on behalf of and in the name of this Corporation, and as its corporate act and deed, to enter into an indenture of lease dated the 9th day of February, 1971, with the CITY AND COUNTY OF SAN FRANCISCO, a Municipal Corporation, by and through said City's Public Utilities Commission, as Lessor, said indenture of lease to provide, among other provisions, for a term of twenty-five (25) years at an annual rental of one dollar (\$1.00), with a renewal option vested in the Lessee for an additional term of twenty-five (25) years under the same terms and conditions; and to include the right of the Lessee to construct a building and other improvements under terms as specifically set forth in said indenture of lease.

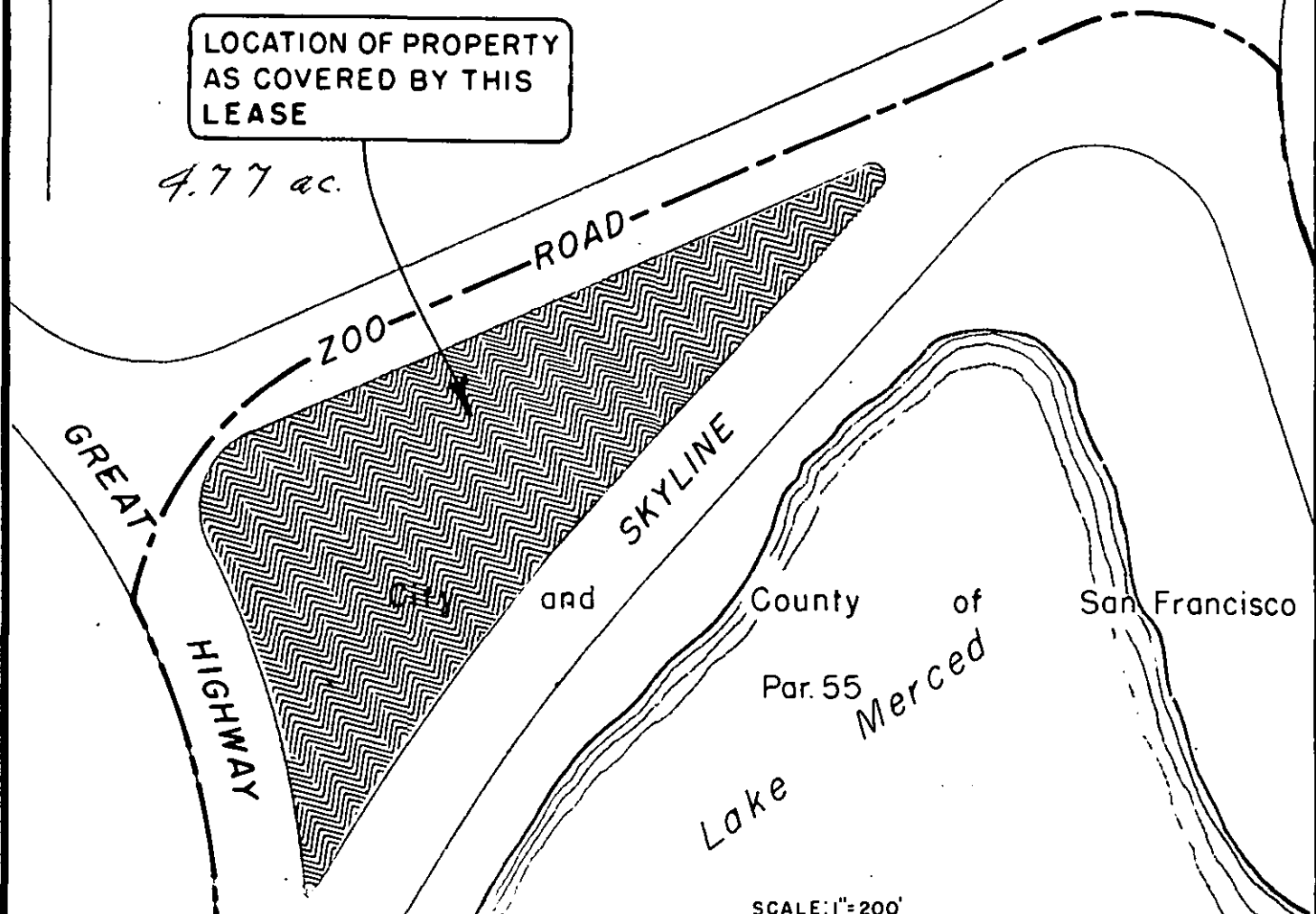
I, Fred Hill, Secretary of the San Francisco Recreation Center for the Handicapped, Inc., a non-profit California corporation, accredited and existing under the laws of the State of California, do hereby certify and declare that the foregoing is a full, true and correct copy of the Resolution duly passed and adopted by the Board of Directors of said Corporation at a meeting of said Board duly and regularly called, noticed and held at the office of said Corporation on the 18th day of February, 1971, at which meeting a quorum of the Board of Directors was present and voted in favor of said Resolution; and that said Resolution is now in full force and effect. In testimony whereof, I have hereunto set my hand and affixed the corporate seal of said Corporation this 18th day of February, 1971.


Secretary of the San Francisco
Recreation Center for the Handicapped, Inc.,
a non-profit California corporation.



LOCATION OF PROPERTY
AS COVERED BY THIS
LEASE

4.77 ac.



CITY AND COUNTY OF SAN FRANCISCO
PUBLIC UTILITIES COMMISSION
SAN FRANCISCO WATER DEPARTMENT

LEASE TO RECREATION CENTER FOR HANDICAPPED

PARCEL 55 EXHIBIT "A" SAN FRANCISCO

APPROVED	SCALE AS SHOWN	BY	DR.	DRAWING NO.
APPROVED		TR. A.O.	CH.	B-3146
GENERAL MANAGER AND CHIEF ENGINEER		DATE 5-16-68	REVISED 1-19-71	