

File No. 100021

Committee Item No. 1

Board Item No. \_\_\_\_\_

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Land Use and Economic Development Date April 19, 2010

Board of Supervisors Meeting Date \_\_\_\_\_

#### Cmte Board

- |                                     |                          |  |
|-------------------------------------|--------------------------|--|
| <input type="checkbox"/>            | <input type="checkbox"/> | Motion                                       |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Resolution                                   |
| <input type="checkbox"/>            | <input type="checkbox"/> | Ordinance                                    |
| <input type="checkbox"/>            | <input type="checkbox"/> | Legislative Digest                           |
| <input type="checkbox"/>            | <input type="checkbox"/> | Budget Analyst Report                        |
| <input type="checkbox"/>            | <input type="checkbox"/> | Legislative Analyst Report                   |
| <input type="checkbox"/>            | <input type="checkbox"/> | Youth Commission Report                      |
| <input type="checkbox"/>            | <input type="checkbox"/> | Introduction Form (for hearings)             |
| <input type="checkbox"/>            | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/>            | <input type="checkbox"/> | MOU  |
| <input type="checkbox"/>            | <input type="checkbox"/> | Grant Information Form                       |
| <input type="checkbox"/>            | <input type="checkbox"/> | Grant Budget                                 |
| <input type="checkbox"/>            | <input type="checkbox"/> | Subcontract Budget                           |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement                           |
| <input type="checkbox"/>            | <input type="checkbox"/> | Form 126 – Ethics Commission                 |
| <input type="checkbox"/>            | <input type="checkbox"/> | Award Letter                                 |
| <input type="checkbox"/>            | <input type="checkbox"/> | Application                                  |
| <input type="checkbox"/>            | <input type="checkbox"/> | Public Correspondence                        |

#### OTHER

(Use back side if additional space is needed)

- |                                     |                          |  |
|-------------------------------------|--------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>"Consent to Settlement Agreement" (MOCI, DPW, Library)</u>      |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Planning's Environmental Review and Findings of Consistency</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>DPW Letter Accepting Jurisdiction of Property</u>               |
| <input type="checkbox"/>            | <input type="checkbox"/> | _____  |
| <input type="checkbox"/>            | <input type="checkbox"/> | _____  |

Completed by: Alisa Somera Date April 16, 2010

Completed by: \_\_\_\_\_ Date \_\_\_\_\_

An asterisked item represents the cover sheet to a document that exceeds 25 pages.  
The complete document can be found in the file.



1 [Acceptance of Real Property – Dearborn Street]

2  
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.**

11  
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. 100021, 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. 100021; 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. 100021, 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. 100021, 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  
25

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


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.

9  
10  
11 RECOMMENDED:

12   
13 AMY L. BROWN  
14 Director of Property

15 RECOMMENDED:  
16 DENNIS J. HERRERA, City Attorney

17 By:   
18 Anita L. Wood  
19 Deputy City Attorney

AGREEMENT REGARDING CONVEYANCE OF PROPERTY  
AND RELEASE OF CLAIMS

THIS AGREEMENT REGARDING CONVEYANCE OF PROPERTY AND RELEASE OF CLAIMS (this "Agreement") is made as of \_\_\_\_\_, 2008, by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, acting by and through its Director of Property ("City") and THE SAN FRANCISCO LEAGUE OF URBAN GARDENERS, a California non-profit public benefit corporation ("SLUG").

RECITALS

A. SLUG has continuously used and occupied certain real property located on Dearborn Street between 17<sup>th</sup> and 18<sup>th</sup> Streets in San Francisco, as more particularly described in Exhibit A attached hereto (the "Property"), as a community garden since 1991. The Property is listed in the Tax Assessor's Rolls as Lot 49 and Lot 73 in San Francisco Assessor's Block 3577 (referred to herein respectively as "Lot 49" and "Lot 73").

B. By gift deed dated June 12, 1991 ("Original New Century Lot 49 Gift Deed"), New Century Beverage Company, a California corporation ("New Century") conveyed Lot 49 to SLUG. The Original New Century Lot 49 Gift Deed was never recorded. (A copy of the Original New Century Lot 49 Gift Deed is attached as Exhibit B to the Replacement New Century Lot 49 Gift Deed which is attached as Exhibit B to this Agreement.)

C. By grant deed dated October 28, 1991, New Century conveyed certain property adjacent to the Property to City. This adjacent property (the "Mission Police Station Property") is now used by City for the Mission Police Station.

D. It was the intention of New Century, SLUG, and the City that Lot 73 be conveyed to SLUG for use as a community garden as soon as possible after the conveyance of the Mission Police Station Property to City, but such conveyance was never formally accomplished. New Century has not used or occupied Lot 73 since the October 28, 1991 conveyance of the Mission Police Station Property to City.

E. In 2002, City, acting through the Mayor's Office of Community Development ("MOCD"), entered into a grant agreement with SLUG dated as of November 7, 2002 (the "MOCD Grant Agreement"). The San Francisco Department of Public Works and the San Francisco Library Commission also entered into grant agreements with SLUG (collectively, the "Grant Agreements"). The City alleges that SLUG breached the Grant Agreements and currently owes the City more than One Hundred Twenty Thousand Dollars (\$120,000).

F. SLUG has ceased its operations and is in the process of resolving its obligations to creditors, and intends to dissolve the non-profit public benefit corporation as it is permitted.

G. New Century has indicated to City that New Century is willing to deliver replacement gift deeds to convey Lot 49 and Lot 73 to SLUG, in the form of, respectively, Exhibit B and Exhibit C attached hereto (respectively, the "Replacement New Century Lot 49 Gift Deed" and the "Replacement New Century Lot 73 Gift Deed", and collectively, the "New Century Replacement Gift Deeds").

H. City and SLUG desire to enter into this Agreement whereby SLUG shall (i) pay City the SLUG Payment (as herein defined) and (ii) convey via quitclaim deed SLUG's interest in the Property to the City, in exchange for which the City shall release any and all claims the City may have against SLUG relating to the Grant Agreements.

## AGREEMENT

NOW, THEREFORE, for the mutual promises and benefits set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Effective Date. The effective date of this Agreement (the "Effective Date") shall be the later of (i) the full execution and delivery of this Agreement by all parties, following any necessary organizational approvals, and (ii) the effective date of a resolution adopted by City's Board of Supervisors approving this Agreement and authorizing the Director of Property to accept the Property. Notwithstanding anything stated or implied to the contrary in this Agreement, SLUG understands and agrees that no officer or employee of City has authority to commit City to this Agreement unless and until such Board of Supervisor Resolution is duly adopted.

2. Conveyance of Property. Within fifteen (15) days following the Effective Date, SLUG shall duly execute and acknowledge, and deliver to City a quitclaim deed to the Property in the form attached hereto as Exhibit D (the "SLUG Quitclaim Deed"), and shall duly execute and acknowledge the New Century Replacement Gift Deeds, as donee, and deliver the New Century Replacement Gift Deeds to City. SLUG hereby directs City to assemble an original of the Replacement New Century Lot 49 Gift Deed and the Replacement New Century Lot 73 Gift Deed by inserting SLUG's signature and notary pages into the original deeds executed by New Century. The parties consent to the recordation by City or City's agent of the New Century Replacement Gift Deeds and the SLUG Quitclaim Deed. City or City's agent shall record the New Century Replacement Gift Deeds and the SLUG Quitclaim Deed promptly after receipt of fully executed acknowledged originals of such documents, and in all events within sixty (60) days after receipt thereof (provided in no event shall City be obligated to record such instruments prior to the Effective Date). SLUG shall not record any deed to the Property or deliver any deed to the Property to any party other than City.

3. Acknowledgement of Use Restrictions and Right of Termination. The City hereby acknowledges (i) that the New Century Replacement Gift Deeds contain certain use conditions requiring that the Property be used solely and perpetually for the purpose of maintaining a public garden, as further described therein, and a right of termination if the Property is not used solely and perpetually for such purposes, (ii) that the SLUG Quitclaim Deed contains identical use restrictions and (iii) that City accepts title to the Property subject to such conditions and right of termination.

4. SLUG Payment. Concurrently with SLUG's delivery to the City of the executed and acknowledged New Century Replacement Gift Deeds and the SLUG Quitclaim Deed pursuant to Section 2 above, SLUG shall pay to the City Ten Thousand and 00/100 Dollars (\$10,000.00) (the "SLUG Payment").

5. Release of Claims. As of the date upon which City receives the SLUG Quitclaim Deed and the SLUG Payment, City, for itself and its officers, boards, commissions, employees and agents, and their respective successors, forever waives its right to recover from, and forever releases and discharges, SLUG, and its officers, boards, commissions, employees and agents, and their respective successors, from and against



any and all claims, liabilities, charges, demands or causes of action of any nature whatsoever, known or unknown, City may have against SLUG relating to the Grant Agreements. SLUG shall, by delivering the SLUG Quitclaim Deed and the SLUG Payment, waive its right to recover from, and forever releases and discharges, City, and its officers, boards, commissions, employees and agents, and their respective successors, from and against any and all claims SLUG may have against City relating to the Grant Agreements. SLUG and City certify that they have read and understand the terms of Section 1542 of the Civil Code of the State of California, which section reads as follows:

A general release does not extend to the claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the Release, which if known by him or her must have materially affected his or her settlement with the debtor.

SLUG and City specifically waive all rights and benefits the respective party has or may have under Section 1542; provided, the parties understand and agree that the above releases and waivers relate only to matters connected with the Grant Agreements and not to any other claims City may have against SLUG or SLUG may have against City.

6. Payment to New Century. In consideration for the New Century Replacement Gift Deeds and upon receipt of the New Century Replacement Gift Deeds and appropriate backup invoices, City shall reimburse New Century for its attorneys fees in connection with the New Century Replacement Gift Deeds in an amount not to exceed Two Thousand Dollars (\$2,000). SLUG shall have no obligation under this Agreement to reimburse either City or New Century for such expenses.

7. Representations and Warranties. Each party represents and warrants to the other parties to this Agreement as follows: (a) that it has all requisite power and authority to enter into this Agreement and perform its obligations under this Agreement (subject to Board of Supervisor approval as set forth above); (b) that the persons signing on behalf of it are duly authorized to do so; (c) that the execution, delivery and performance of this Agreement will not violate, conflict with, or constitute a default under any agreement to which it is a party.

8. Entire Agreement. This Agreement and the agreements and documents attached hereto constitute the entire Agreement and understanding between and among the parties with respect to the subject matters herein and therein, and supersede and replace any prior agreements and understandings, whether oral or written, between and among them with respect to such matters. All negotiations and oral agreements acceptable to the parties have been merged into and are included in this Agreement. The provisions of this Agreement may be waived, altered, amended or repealed in whole or in part only through a writing executed by the party benefited by such provision. Time is of the essence in the performance of all obligations under this Agreement.

9. California Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

10. Counterparts. This Agreement may be executed in any number of counterparts, each of which may be executed by less than all of the parties, each of which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument.

11. Notices. Any notices, payments, or other deliveries required or permitted to be given by one party to the other party by this Agreement shall be made as follows:

If to the City: City and County of San Francisco  
Real Estate Division  
25 Van Ness Ave., Suite 400  
San Francisco, CA 94102  
Attn: Director of Property

If to SLUG: San Francisco League of Urban Gardeners  
c/o Roger Gordon  
407 K Street, N.E.  
Washington, DC 20002-3523.

All notices and deliveries shall be in writing and served by United States Mail or reputable overnight courier, postage prepaid. All notices shall become effective on the date of receipt.

12. Severability. Invalidation of any of the provisions contained herein, or the application of such invalidation thereof to any person, by legislation, judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other person, and the same shall remain in full force and effect, unless enforcement as so modified would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes hereof.

13. Successors and Assigns. All covenants and agreements herein shall bind and inure to the benefit of the respective heirs, executors, administrators, successors and assigns of the parties hereto.

14. Review by Counsel. The parties to this Agreement acknowledge that they have fully read the contents of this Agreement and that they have been advised by counsel of their choice and that they have full, complete and total comprehension of the provisions contained in this document and are in full agreement with each and every one of the terms, conditions and provisions.

[No further text this page.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SAN FRANCISCO LEAGUE OF URBAN GARDENERS, a California nonprofit public benefit corporation

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation

By: *Amy L. Brown*  
Its: *Board President*

\_\_\_\_\_  
Amy L. Brown  
Director of Property

By: *[Signature]*  
Its: *Board Secretary*

RECOMMENDED:

\_\_\_\_\_  
Director  
Mayor's Office of Community Development

APPROVED AS TO FORM:  
DENNIS J. HERRERA, City Attorney

By: \_\_\_\_\_  
Deputy City Attorney

**EXHIBIT A**

**EXHIBIT A**

**PROPERTY DESCRIPTION**

**Block No. 49**

COMMENCING at a point on the easterly line of Dearborn Street, distant thereon 250 feet southerly from the southerly line of 17<sup>th</sup> Street; running thence southerly and along the said line of Dearborn Street 25 feet; thence at a right angle easterly 105 feet; thence at a right angle northerly 25 feet; thence at right angle westerly 105 feet to the point of commencement.

BEING a part of Mission Block No. 70.

Assessor's Parcel No. 49, Block 3577.

**Block No. 73**

COMMENCING at a point on the westerly line of Valencia Street distant thereon 155 feet southerly from the southerly line of 17<sup>th</sup> Street; running thence southerly along said line of Valencia Street 131 feet; thence at a right angle westerly 100 feet; thence at a right angle south 26 feet; thence at a right angle westerly 85 feet; thence at a right angle southerly 2 feet to the northerly line of Bird Street; thence at a right angle westerly along said line of Bird Street 142 feet to the easterly line of Dearborn Street; thence at a right angle northerly along said line of Dearborn Street 39 feet to a point distant thereon 275 feet southerly from the southerly line of 17<sup>th</sup> Street; thence at a right angle easterly 105 feet 6 inches; thence at a right angle northerly 175 feet; thence at a right angle easterly 121 feet 6 inches; thence at a right angle southerly 55 feet; thence at a right angle easterly 100 feet to the point of commencement.

BEING a portion of Mission Block No. 70.

A.P.No.: 3577-073

**EXHIBIT B**

**EXHIBIT B**  
**REPLACEMENT NEW CENTURY LOT 49 GIFT DEED**

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

**San Francisco League of Urban  
Gardeners**  
c/o Roger Gordon  
407 K Street, N.E.  
Washington, DC 20002-3523

MAIL TAX STATEMENTS TO:

**San Francisco League of Urban  
Gardeners**  
c/o Roger Gordon  
407 K Street, N.E.  
Washington, DC 20002-3523

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 49, Block 3577

**GIFT DEED**

New Century Beverage Company, a California corporation ("Donor") hereby gifts and conveys to San Francisco League of Urban Gardeners, a California non-profit public benefit corporation ("Donee"), "as is" and without warranty the real property described in Exhibit A (the "Property") attached.

This conveyance is made on the following conditions: (a) the Property will continue to be exclusively used for the purpose of landscaping, gardening and recycling of organic materials and related uses; (b) that excavation, construction or installation of structures be prohibited except for reasonable terracing for garden purposes, installation of irrigation systems and construction of cold frames, compost bins, tool boxes and fences; and (c) that the Property be used for public or charitable purposes. If the Property is not used solely and perpetually for the purposes described herein, then Donor or its successors shall have the right to terminate all right, title and interest of Donee, without payment of compensation for land or any improvements on the Property and without incurring liabilities of any kind. Termination shall be noticed and effected in accordance with then applicable California law. Immediately after such termination, Donee, its tenants, licenses, heirs, assigns or successors shall have no rights in the Property, and title to the Property shall revert to Donor, its successors or assigns without further documentation or consent by Donee or other said parties.

This conveyance is being made as a replacement for that certain gift deed dated June 12, 1991 ("Original Gift Deed"), by which Donor originally conveyed the Property to Donee. The Original Gift Deed was executed and delivered to Donee but was never recorded and is now lost. A copy of the Original Gift Deed is attached hereto as Exhibit B. This Gift Deed may be executed in any number of multiple counterparts, which taken together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Gift Deed as of  
February \_\_\_\_, 2008.

**Donor:** New Century Beverage Company,  
a California corporation.

**By:** \_\_\_\_\_  
Name: Thomas H. Tamoney, Jr.  
Its President and Assistant Secretary

**Donee:** We accept this deed and agree to be bound by  
its conditions.

San Francisco League of Urban Gardeners,  
a California non-profit public benefit  
corporation

**By:** \_\_\_\_\_  
Its President

**By:** \_\_\_\_\_  
Its Secretary



CALIFORNIA ALL-PURPOSE  
CERTIFICATE OF ACKNOWLEDGEMENT

State of New York  
County of Westchester

On February 6, 2008 before me, Marianne B. Dalton, Notary Public (personally appeared Thomas H. Tamoney, Jr., President and Assistant Secretary who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her/their authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

(Notary Seal)

CALIFORNIA ALL-PURPOSE  
CERTIFICATE OF ACKNOWLEDGEMENT

State of California  
County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_ (here insert name and title of the officer) personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

(Notary Seal)

Exhibit A

Legal Description

**Block No. 49**

COMMENCING at a point on the easterly line of Dearborn Street, distant thereon 250 feet southerly from the southerly line of 17<sup>th</sup> Street; running thence southerly and along the said line of Dearborn Street 25 feet; thence at a right angle easterly 105 feet; thence at a right angle northerly 25 feet; thence at right angle westerly 105 feet to the point of commencement.

BEING a part of Mission Block No. 70.

Assessor's Parcel No. 49, Block 3577.

Exhibit B

Original Gift Deed

[see attached – 3 pages]

Recording Requested by  
and When Recorded Mail to:

San Francisco League of Urban Gardeners  
2540 Newhall Street  
San Francisco, CA 94124

---

(Above Space for Recorder's Use Only)

Mail tax statements to:

San Francisco League of Urban Gardeners  
2540 Newhall Street  
San Francisco, CA 94124

---

**GIFT DEED**

New Century Beverage Company, a California corporation ("Donor") hereby gifts and conveys to San Francisco League of Urban Gardeners, a California non-profit public benefit corporation ("Donee"), "as is" and without warranty the real property described in Exhibit A (the "Property") attached.

This conveyance is made on the following conditions: (a) the Property will continue to be exclusively used for the purpose of landscaping, gardening and recycling of organic materials and related uses; (b) that excavation, construction or installation of structures be prohibited except for reasonable terracing for garden purposes, installation of irrigation systems and construction of cold frames, compost bins, tool boxes and fences; and (c) that the Property be used for public or charitable purposes. If the Property is not used solely and perpetually for the purposes described herein, then Donor or its successors shall have the right to terminate all right, title and interest of Donee, without payment of compensation for land or any improvements on the Property and without incurring liabilities of any kind. Termination shall be noticed and effected in accordance with then applicable California law. Immediately after such termination, Donee, its tenants, licenses, heirs, assigns or successors shall have no rights in the property, and title to the

Property shall revert to Donor, its successors or assigns without further documentation or consent by Donee or other said parties.

Dated: June 12, 1991

Donor: New Century Beverage Company, a California corporation

By: Juice E. Montle  
Its Vice President

By: Kathryn L. Carson  
Its Secretary  
ASSISTANT

Donee: We accept this deed and agree to be bound by its conditions.

San Francisco League of Urban Gardeners, a California non-profit public benefit corporation

By: Wicki Brazner  
Its President

By: Parola K. Peiser  
Its Secretary

**ALL-PURPOSE ACKNOWLEDGMENT**

NO 209

State of NEW YORK  
County of WESTCHESTER

On 6/12/91 before me, CYNTHIA M. POGGIOGALLE, NOTARY PUBLIC  
DATE NAME, TITLE OF OFFICER - E.G. "JANE DOE" (NOTARY PUBLIC)

personally appeared JAUICE E. MONTLE & KATHRYN L. CARSON  
NAME(S) OF SIGNER(S)

personally known to me - OR -  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

**CYNTHIA M. POGGIOGALLE**  
Notary Public, State of New York  
No. 4863790  
Qualified in Dutchess County  
Commission Expires June 30, 1992

Cynthia M. Poggiogalle  
SIGNATURE OF NOTARY

**CAPACITY CLAIMED BY SIGNER**

- INDIVIDUAL(S)
- CORPORATE VICE PRESIDENT  
OFFICER(S) ASSIST. SECRETARY  
TITLE(S)
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- SUBSCRIBING WITNESS
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES)

NEW CENTURY  
BEVERAGE COMPANY

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.

THIS CERTIFICATE  
MUST BE ATTACHED  
TO THE DOCUMENT  
DESCRIBED AT RIGHT:

Title or Type of Document GIFT DEED  
Number of Pages 3 Date of Document 6/12/91  
Signer(s) Other Than Named Above \_\_\_\_\_

EXHIBIT A

COMMENCING at a point on the easterly line of Dearborn Street, distant thereon 250 feet southerly from the southerly line of 17th Street; running thence southerly and along the said line of Dearborn Street 25 feet; thence at a right angle easterly 105 feet; thence at a right angle northerly 25 feet; thence at right angle westerly 105 feet to the point of commencement.

BEING a part of Mission Block No. 70.

Assessor's Parcel No. 49, Block 3577.

**EXHIBIT C**

**EXHIBIT C**  
**REPLACEMENT NEW CENTURY LOT 73 GIFT DEED**  
**RECORDING REQUESTED BY AND**  
**WHEN RECORDED MAIL TO:**

**San Francisco League of Urban  
Gardeners**  
c/o Roger Gordon  
407 K Street, N.E.  
Washington, DC 20002-3523  
MAIL TAX STATEMENTS TO:

**San Francisco League of Urban  
Gardeners**  
c/o Roger Gordon  
407 K Street, N.E.  
Washington, DC 20002-3523

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 73, Block 3577

**GIFT DEED**

New Century Beverage Company, a California corporation ("Donor") hereby gifts and conveys to San Francisco League of Urban Gardeners, a California non-profit public benefit corporation ("Donee"), "as is" and without warranty the real property described in Exhibit A (the "Property") attached.

This conveyance is made on the following conditions: (a) the Property will continue to be exclusively used for the purpose of landscaping, gardening and recycling of organic materials and related uses; (b) that excavation, construction or installation of structures be prohibited except for reasonable terracing for garden purposes, installation of irrigation systems and construction of cold frames, compost bins, tool boxes and fences; and (c) that the Property be used for public or charitable purposes. If the Property is not used solely and perpetually for the purposes described herein, then Donor or its successors shall have the right to terminate all right, title and interest of Donee, without payment of compensation for land or any improvements on the Property and without incurring liabilities of any kind. Termination shall be noticed and effected in accordance with then applicable California law. Immediately after such termination, Donee, its tenants, licenses, heirs, assigns or successors shall have no rights in the Property, and title to the Property shall revert to Donor, its successors or assigns without further documentation or consent by Donee or other said parties.

It was the intent of Donor to convey the Property to Donee in 1991, but the conveyance was not formally accomplished at that time. By its signature below, Donee acknowledges that Donor has not used or occupied the Property since October 28, 1991, and that the Property has been continuously used and occupied by Donee or parties claiming under Donee since that date.

This Gift Deed may be executed in any number of multiple counterparts, which taken together shall constitute one and the same instrument.

[Signature Page Follows]



IN WITNESS WHEREOF, the undersigned have executed this Gift Deed as of  
\_\_\_\_\_, 200\_\_.

Donor: New Century Beverage Company,  
a California corporation

By: \_\_\_\_\_  
Name: Thomas H. Tamoney, Jr.  
Its President and Assistant Secretary

~~Donee: We accept this deed and agree to be bound by  
its conditions.~~

~~San Francisco League of Urban Gardeners,  
a California non-profit public benefit  
corporation~~

~~By: \_\_\_\_\_  
Its President~~

~~By: \_\_\_\_\_  
Its Secretary~~

[Continued from previous page]

Donee: We acknowledge prior use and occupancy of  
the Property and accept this deed and agree to  
be bound by its conditions.

San Francisco League of Urban Gardeners,  
a California non-profit public benefit  
corporation

By: \_\_\_\_\_  
Its President

By: \_\_\_\_\_  
Its Secretary

CALIFORNIA ALL-PURPOSE  
CERTIFICATE OF ACKNOWLEDGEMENT

State of New York  
County of Westchester

On February 6, 2008 before me, Marianne B. Dalton, Notary Public (personally appeared Thomas H. Tamoney, Jr., President and Assistant Secretary who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her/their authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

(Notary Seal)

CALIFORNIA ALL-PURPOSE  
CERTIFICATE OF ACKNOWLEDGEMENT

State of California  
County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_ (here insert name and title of the officer) personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

(Notary Seal)

Exhibit A

Legal Description

**Block No. 73**

COMMENCING at a point on the westerly line of Valencia Street distant thereon 155 feet southerly from the southerly line of 17<sup>th</sup> Street; running thence southerly along said line of Valencia Street 131 feet; thence at a right angle westerly 100 feet; thence at a right angle south 26 feet; thence at a right angle westerly 85 feet; thence at a right angle southerly 2 feet to the northerly line of Bird Street; thence at a right angle westerly along said line of Bird Street 142 feet to the easterly line of Dearborn Street; thence at a right angle northerly along said line of Dearborn Street 39 feet to a point distant thereon 275 feet southerly from the southerly line of 17<sup>th</sup> Street; thence at a right angle easterly 105 feet 6 inches; thence at a right angle northerly 175 feet; thence at a right angle easterly 121 feet 6 inches; thence at a right angle southerly 55 feet; thence at a right angle easterly 100 feet to the point of commencement.

BEING a portion of Mission Block No. 70.

A.P.No.: 3577-073

**EXHIBIT D**

**EXHIBIT D  
SLUG QUITCLAIM DEED**

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

**City and County of San Francisco**  
Real Estate Division  
25 Van Ness Ave., Suite 400  
San Francisco, CA 94102  
Attn: Director of Property

MAIL TAX STATEMENTS TO:

**City and County of San Francisco**  
Real Estate Division  
25 Van Ness Ave., Suite 400  
San Francisco, CA 94102  
Attn: Director of Property

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 23-3577-49; 23-3577-073

**QUITCLAIM DEED**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the San Francisco League of Urban Gardeners, a California non-profit public benefit corporation ("Grantor") hereby remises, releases and forever quitclaims to the City and County of San Francisco, a municipal corporation ("Grantee"), "as is" and without representation or warranty, any and all right, title and interest Grantor may have in the real property described in Exhibit A (the "Property") attached hereto.

This remise, release and quitclaim is made on the following conditions: (a) the Property will continue to be exclusively used for the purpose of landscaping, gardening and recycling of organic materials and related uses; (b) that excavation, construction or installation of structures be prohibited except for reasonable terracing for garden purposes, installation of irrigation systems and construction of cold frames, compost bins, tool boxes and fences; and (c) that the Property be used for public or charitable purposes. If the Property is not used solely and perpetually for the purposes described herein, then Grantor or its successors shall have the right to terminate all right, title and interest of Grantee, without payment of compensation for land or any improvements on the Property and without incurring liabilities of any kind. Termination shall be noticed and effected in accordance with then applicable California law. Immediately after such termination, Grantee, its tenants, licenses, heirs, assigns or successors shall have no rights in the Property, and title to the Property shall revert to Grantor, its successors or assigns without further documentation or consent by Grantee or other said parties.

This Quitclaim Deed may be executed in any number of multiple counterparts, which taken together shall constitute one and the same instrument.

[Signature Page Follows]

CALIFORNIA ALL-PURPOSE  
CERTIFICATE OF ACKNOWLEDGEMENT

State of California  
County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_ (here insert  
name and title of the officer) personally appeared \_\_\_\_\_ who  
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)  
is/are subscribed to the within instrument and acknowledged to me that he/she/they  
executed the same in his/her/their authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s), or the entity upon behalf of which the  
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that  
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

(Notary Seal)

CALIFORNIA ALL-PURPOSE  
CERTIFICATE OF ACKNOWLEDGEMENT

State of California  
County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_ (here insert  
name and title of the officer) personally appeared \_\_\_\_\_ who  
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)  
is/are subscribed to the within instrument and acknowledged to me that he/she/they  
executed the same in his/her/their authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s), or the entity upon behalf of which the  
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that  
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

(Notary Seal)

IN WITNESS WHEREOF, the undersigned have executed this Quitclaim Deed as of \_\_\_\_\_, 2008.

Grantor: San Francisco League of Urban Gardeners,  
a California non-profit public benefit  
corporation

By: \_\_\_\_\_  
Its President

By: \_\_\_\_\_  
Its Secretary

**CERTIFICATE OF ACCEPTANCE  
GOVERNMENT CODE SECTION 27281**

This is to certify that the interest in real property conveyed by the foregoing Quitclaim Deed to the City and County of San Francisco, a municipal corporation, is hereby accepted pursuant to Board of Supervisor Resolution No. \_\_\_\_\_, adopted on \_\_\_\_\_, 200\_\_, and the City consents to recordation thereof by its duly authorized officer.

CITY AND COUNTY OF SAN FRANCISCO, a  
municipal corporation

By: \_\_\_\_\_  
Amy L. Brown  
Director of Property

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

APPROVED AS TO FORM:  
Dennis J. Herrera, City Attorney

By: \_\_\_\_\_  
Deputy City Attorney



**EXHIBIT A**  
**LEGAL DESCRIPTION**

**Block No. 49**

COMMENCING at a point on the easterly line of Dearborn Street, distant thereon 250 feet southerly from the southerly line of 17<sup>th</sup> Street; running thence southerly and along the said line of Dearborn Street 25 feet; thence at a right angle easterly 105 feet; thence at a right angle northerly 25 feet; thence at right angle westerly 105 feet to the point of commencement.

BEING a part of Mission Block No. 70.

Assessor's Parcel No. 49, Block 3577.

**Block No. 73**

COMMENCING at a point on the westerly line of Valencia Street distant thereon 155 feet southerly from the southerly line of 17<sup>th</sup> Street; running thence southerly along said line of Valencia Street 131 feet; thence at a right angle westerly 100 feet; thence at a right angle south 26 feet; thence at a right angle westerly 85 feet; thence at a right angle southerly 2 feet to the northerly line of Bird Street; thence at a right angle westerly along said line of Bird Street 142 feet to the easterly line of Dearborn Street; thence at a right angle northerly along said line of Dearborn Street 39 feet to a point distant thereon 275 feet southerly from the southerly line of 17<sup>th</sup> Street; thence at a right angle easterly 105 feet 6 inches; thence at a right angle northerly 175 feet; thence at a right angle easterly 121 feet 6 inches; thence at a right angle southerly 55 feet; thence at a right angle easterly 100 feet to the point of commencement.

BEING a portion of Mission Block No. 70.

A.P.No.: 3577-073





*Amy L. Brown*  
*Director of Real Estate*



November 19, 2008

Mayor's Office of Community Investment  
City and County of San Francisco  
1 South Van Ness Avenue, Fifth Floor  
San Francisco, CA 94103  
Attn: Adrienne Pon

**RECEIVED**  
NOV 26 2008  
REAL ESTATE DIV.

RE: Consent to Settlement Agreement  
San Francisco League of Urban Gardeners  
Dearborn Garden Parcels

Dear Ms. Pon:

The San Francisco Mayor's Office of Community Investment (formerly known as the Mayor's Office of Community Development) ("MOCI") and the San Francisco League of Urban Gardeners, a non-profit public benefit corporation ("SLUG"), entered into a grant agreement dated November 7, 2002 (the "Grant Agreement") for a work program to construct community gardens, as more particularly described in the Grant Agreement. As of the date of final accounting under the Grant Agreement, SLUG owed MOCI \$41,481.38 under the Grant Agreement, comprised of \$15,600 in an unearned cash advance under the Grant Agreement and \$25,881.38 in undocumented and ineligible expenses under the Grant Agreement. SLUG did not repay the \$41,481.38 which SLUG owes MOCI.

The Department of Real Estate has been informed that SLUG has ceased its operations and intends to dissolve the corporation. The Department of Real Estate has been further informed that SLUG does not have sufficient cash or assets available to resolve all of its debts to its creditors, and that SLUG cannot pay the outstanding debt owed to MOCI.

The Department of Real Estate has provided MOCI with a copy of a proposed Agreement Regarding Conveyance of Property and Release of Claims (the "Settlement Agreement"), which provides that in exchange for the City's agreement to release SLUG from certain claims of City departments, including MOCI's claim under the Grant Agreement, SLUG will convey to the City its interest in certain real property located on Dearborn Street between 17<sup>th</sup> Street and 18<sup>th</sup> Street, listed in the Tax Assessor's rolls as Lot 49 and Lot 73 in San Francisco Assessor's Block 3577 (the "Dearborn Garden Parcels"). The Dearborn Garden Parcels will be conveyed to the City subject to certain use conditions requiring that the property be used solely and perpetually for the purpose of maintaining a public garden, a CDBG eligible use. SLUG will also make a payment of \$10,000, which the Department of

Real Estate has indicated is roughly equal to the costs incurred by the Department of Real Estate and the Office of the City Attorney for negotiating the Settlement Agreement and ancillary documents and paying the third party legal fees as required by the Settlement Agreement.

Please confirm by your signature below MOCI's recommendation to the Board of Supervisors that the City enter into the Settlement Agreement and accept the Dearborn Garden Parcels and the sum of \$10,000 in settlement of MOCI's unlitigated claim against SLUG.

Very truly yours,



AMY L. BROWN  
Director of Property

RECOMMENDED:

MAYOR'S OFFICE OF COMMUNITY INVESTMENT

By: \_\_\_\_\_

  
Adrienne Pon  
Director

City and County of San Francisco



Real Estate Division  
Office of the City Administrator

*Amy L. Brown*  
*Director of Real Estate*

January 20, 2009

Department of Public Works  
City and County of San Francisco  
1 Dr. Carlton B. Goodlett Place  
City Hall, Room 348  
San Francisco, CA 94102  
Attn: Edward D. Reiskin  
Director

RE: Consent to Settlement Agreement  
San Francisco League of Urban Gardeners  
Dearborn Garden Parcels

Dear Mr. Reiskin:

During fiscal year 2002-2003, the San Francisco Department of Public Works ("DPW") and the San Francisco League of Urban Gardeners, a non-profit public benefit corporation ("SLUG") were parties to certain agreements in connection with SLUG's transitional employment program. On August 15, 2003, SLUG, the San Francisco Study Center and DPW entered into two novation agreements under which the San Francisco Study Center agreed to replace SLUG for certain purposes as a party in agreements previously entered into between SLUG and DPW. DPW was improperly billed for \$22,635 in wages and benefits under the original agreements and was improperly billed for \$24,062.18 in insurance premiums under the novated contracts. Neither SLUG nor the San Francisco Study Center repaid the \$46,697.18 to DPW.

The Department of Real Estate has been informed that SLUG has ceased its operations and intends to dissolve the corporation. The Department of Real Estate has been further informed that SLUG does not have sufficient cash or assets available to resolve all of its debts to its creditors, and that SLUG cannot pay the outstanding debt owed to DPW.

The Department of Real Estate has provided DPW with a copy of a proposed Agreement Regarding Conveyance of Property and Release of Claims (the "Settlement Agreement"), which provides that in exchange for the City's agreement to release SLUG from certain claims of City departments, including DPW's claim under the Agreement, SLUG will convey to the City its interest in certain real property located on Dearborn Street between 17<sup>th</sup> Street and 18<sup>th</sup> Street, listed in the Tax Assessor's rolls as Lot 49

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(415) 554-9850  
FAX: (415) 552-9216

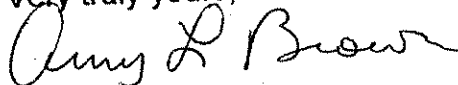
Office of the Director of Real Estate  
25 Van Ness Avenue, Suite 400

San Francisco, CA 94102

and Lot 73 in San Francisco Assessor's Block 3577 (the "Dearborn Garden Parcels"). The Dearborn Garden Parcels will be conveyed subject to certain use conditions requiring that the property be used solely and perpetually for the purpose of maintaining a public garden. Under the Settlement Agreement, SLUG will also make a payment of \$10,000, which the Department of Real Estate has indicated is roughly equal to the costs incurred by the Department of Real Estate and the Office of the City Attorney for negotiating the Settlement Agreement and ancillary documents and paying the third party legal fees as required by the Settlement Agreement.

Please confirm by your signature below DPW's recommendation to the Board of Supervisors that the City enter into the Settlement Agreement and accept the Dearborn Garden Parcels and the sum of \$10,000 in settlement of DPW's unlitigated claim against SLUG.

Very truly yours,

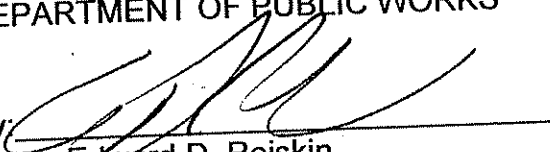


AMY L. BROWN  
Director of Property

RECOMMENDED:

DEPARTMENT OF PUBLIC WORKS

By:



Edward D. Reiskin  
Director

City and County of San Francisco



Real Estate Division  
Office of the City Administrator

*Amy L. Brown*  
*Director of Real Estate*

January 20, 2009

San Francisco Public Library  
100 Larkin Street  
San Francisco, CA 94102-4989  
Attn: Luis Herrera  
City Librarian

RE: Consent to Settlement Agreement  
San Francisco League of Urban Gardeners  
Dearborn Garden Parcels

Dear Mr. Herrera:

The San Francisco Library Commission (the "Library") and the San Francisco League of Urban Gardeners, a non-profit public benefit corporation ("SLUG") entered into a grant agreement (the "Grant Agreement") for a tool-lending program. Over the course of the three year grant period, the Library paid SLUG monthly payments of estimated costs. When the program ended, SLUG's final invoice indicated that the Library had paid SLUG a total of \$33,743 more than SLUG's documented expenses for the contract period. SLUG did not repay the \$33,743 excess payment.

The Department of Real Estate has been informed that SLUG has ceased its operations and intends to dissolve the corporation. The Department of Real Estate has been further informed that SLUG does not have sufficient cash or assets available to resolve all of its debts to its creditors, and that SLUG cannot pay the outstanding debt owed to the Library.

The Department of Real Estate has provided the Library with a copy of a proposed Agreement Regarding Conveyance of Property and Release of Claims (the "Settlement Agreement"), which provides that in exchange for the City's agreement to release SLUG from certain claims of City departments, including the Library's claim under the Grant Agreement, SLUG will convey to the City its interest in certain real property located on Dearborn Street between 17<sup>th</sup> Street and 18<sup>th</sup> Street, listed in the Tax Assessor's rolls as Lot 49 and Lot 73 in San Francisco Assessor's Block 3577 (the "Dearborn Garden Parcels"). The Dearborn Garden Parcels will be conveyed subject to certain use conditions requiring that the property be used solely and perpetually for the purpose of maintaining a public garden. Under the Settlement Agreement, SLUG will also make a payment of \$10,000, which the Department of Real Estate has indicated is

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(415) 554-9850  
FAX: (415) 552-9216

Office of the Director of Real Estate  
25 Van Ness Avenue, Suite 400

San Francisco, CA 94102

roughly equal to the costs incurred by the Department of Real Estate and the Office of the City Attorney for negotiating the Settlement Agreement and ancillary documents and paying the third party legal fees as required by the Settlement Agreement.

Please confirm by your signature below your recommendation to the Board of Supervisors that the City enter into the Settlement Agreement and accept the Dearborn Garden Parcels and the sum of \$10,000 in settlement of the Library's unlitigated claim against SLUG.

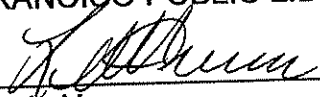
Very truly yours,



AMY L. BROWN  
Director of Property

RECOMMENDED:

SAN FRANCISCO PUBLIC LIBRARY

By:   
Luis Herrera  
City Librarian





# PLANNING DEPARTMENT

City and County of San Francisco • 1660 Mission Street, Suite 500 • San Francisco, California • 94103-2414

MAIN NUMBER  
(415) 558-6378

DIRECTOR'S OFFICE  
PHONE: 558-6411

4TH FLOOR  
FAX: 558-6426

ZONING ADMINISTRATOR  
PHONE: 558-6350

5TH FLOOR  
FAX: 558-6409

PLANNING INFORMATION  
PHONE: 558-6377

MAJOR ENVIRONMENTAL  
FAX: 558-5991

COMMISSION CALENDAR  
INFO: 558-6422

INTERNET WEB SITE  
WWW.SFGOV.ORG/PLANNING

October 9, 2004

Steve Legnitto  
Director of Property  
Real Estate Department  
25 Van Ness, Suite 400  
San Francisco, CA 94102

RECEIVED

OCT 25 2004

REAL ESTATE DIV.

Re: **2004.0887R**

**Public Acquisition Of Two Privately Owned Vacant Lots Used As A Community Garden At Block 3577 Lot 049 and 073.**

Dear Mr. Legnitto,

We are responding to your request for a General Plan Referral for the Real Estate Department's acquisition of two privately owned lots currently used as a community garden pursuant to Section 4.105 of the Charter, and Section 2A.52 and 2A.53 of the Administrative Code.

The proposed acquisition is **in conformity** with the General Plan as described in Attachment 1, General Plan Findings.

### **Environmental Review**

The proposed action is the purchase of two privately owned lots currently used as a community garden by a public regulatory agency in order to preserve open space. It is Categorically Exempt from Environmental Review under Class 8 of State Environmental Review guidelines.

### **Findings Summary**

The purchase of the existing community garden by the Department of Real Estate will preserve open space and retain neighborhood character. The lots will be placed under the jurisdiction of the Department of Recreation and Parks with the requirement that they continue to be used as a community garden.

Steve Legnitto  
Case 2004.0887R  
Page 2

The proposed acquisition is in accordance with the Recreation and Open Space Element, and has been reviewed for consistency with the Eight Priority Policies of Planning Code Section 101.1, Attachment 2, and is **in conformity** with the General Plan.

Sincerely,



Gerald Green  
Director of Planning

Attachments: Attachment 1 - General Plan Findings  
Attachment 2 - Section 101.1 Findings

Cc: Supervisor Bevan Dufty  
Yomi Agunbiade, Rec-Park  
Svetlana Karasyova, Rec-Park  
Charles Sullivan, City Attorney

Johnny Jaramillo, PD

W:\GEN\_PLAN\REFERRAL\2004.0887R\_mission\_garden

## Attachment 1: General Plan Findings

**Case Number:** 2004.0887R  
**Location, Description:** Acquire privately held land at Block 3577, Lots 049 and 073.  
**Staff Reviewer:** Johnny Jaramillo  
**Date:** October 9, 2004

---

Note: General Plan Objectives are in **UPPER CASE BOLD**. Policies are in **bold**; Policy text is in regular font. Staff comments are in *italics*.

### GENERAL PLAN POLICY FINDINGS

This General Plan Referral is for the Real Estate Department's proposed purchase of land to preserve open space for the Department of Recreation and Parks.

#### **RECREATION AND OPEN SPACE ELEMENT**

##### **CITYWIDE SYSTEM**

###### **OBJECTIVE 2**

**DEVELOP AND MAINTAIN A DIVERSIFIED AND BALANCED CITYWIDE SYSTEM OF HIGH QUALITY PUBLIC OPEN SPACE.**

###### **POLICY 2**

Preserve existing public open space.

###### **POLICY 7**

Acquire additional open space for public use.

###### **POLICY 12**

Expand community garden opportunities throughout the City.

##### **NEIGHBORHOODS**

###### **OBJECTIVE 4**

**PROVIDE OPPORTUNITIES FOR RECREATION AND THE ENJOYMENT OF OPEN SPACE IN EVERY SAN FRANCISCO NEIGHBORHOOD.**

###### **POLICY 4**

Acquire and develop new public open space in existing residential neighborhoods, giving priority to areas that are most deficient in open space.

### DISCUSSION

*The Real Estate Department's proposed purchase will preserve an existing community garden. The land will be transferred to the Department of Recreation and Parks and will allow for the preservation of the unimproved property as Open Space. The proposed project is in conformity with the General Plan.*

**Attachment 2: Planning Code Section 101.1 Findings**

*The proposed project is found to be consistent with the eight priority policies of Planning Code Section 101.1 in that:*

- 1. The land acquisition will have no impact on neighborhood serving retail uses.*
- 2. The acquisition will preserve the existing community garden and neighborhood character.*
- 3. The acquisition will have no impact on the supply of existing affordable housing.*
- 4. The acquisition will not affect Muni or negatively impact neighborhood parking.*
- 5. The acquisition will have no impact on the industrial sector.*
- 6. The acquisition will have no impact on earthquake preparedness.*
- 7. The acquisition does not impact any landmarks or historic buildings.*
- 8. The acquisition protects open space from development.*



# SAN FRANCISCO PLANNING DEPARTMENT

---

December 17, 2009

Department of Real Estate  
City and County of San Francisco  
25 Van Ness Avenue, Fourth Floor  
San Francisco, CA 94102

Attn: Amy L. Brown  
Director of Property

Re: Assessor's Block 3577, lots 049, 073  
Dearborn Community Garden Site  
City Jurisdiction and Use of Property

Dear Ms. Brown,

In Planning Case 2004.0887R, the Department found that City acquisition of the referenced privately-owned property for continued use as a community garden would be in-conformity with the General Plan. At that time, the proposal was for the property also known as the "Dearborn Community Garden" to be placed under the jurisdiction of the Recreation and Park Department.

The current proposal for the Department of Public Works, rather than the Recreation and Park Department, to have jurisdiction over the property and maintain the site as a community garden, is consistent with that finding. The property will continue to be managed by the current gardeners under this arrangement.

Sincerely,

A handwritten signature in black ink, appearing to read "John Rahaim", with a stylized flourish at the end.

John Rahaim  
Director of Planning

Copy: Edward D. Riskin, Director, DPW  
Jason Hinson, Real Estate  
Anita Wood, City Attorney ✓  
File 2004.0887R

1650 Mission St.  
Suite 400  
San Francisco,  
CA 94103-2479

Reception:  
415.558.6378

Fax:  
415.558.6409

Planning  
Information:  
415.558.6377

**City and County of San Francisco**



Gavin Newsom, Mayor  
Edward D. Reiskin., Director



Phone: (415) 554-6920  
Fax: (415) 554-6944  
TDD: (415) 554-6900  
<http://www.sfdpw.org>

**Department of Public Works**  
Office of the Director  
City Hall, Room 348  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4645

**December 18, 2009**

**To Whom It May Concern:**

The Department of Public Works for the City and County of San Francisco formally agrees to accept jurisdiction of Block 3577, Lot 049 and 073 for continued use as the Dearborn Community Garden. This property will remain a community garden, managed by the current gardeners at the site under with permission of the Department of Public Works.

The Dearborn Community Garden has been operating independently as a community garden for over twenty years. The Department of Public Works maintains jurisdiction of several community gardens in the City and County of San Francisco, so it makes sense for the Department of Public Works to take jurisdiction of these parcels.

Should you have any questions, please contact Jason Hinson of the Real Estate Division at (415) 554-9873.

Sincerely,

A handwritten signature in black ink, appearing to read "E. Reiskin".

**Edward D. Reiskin**  
Director

*IMPROVING THE QUALITY OF LIFE IN SAN FRANCISCO*

*Customer Service*

*Teamwork*

*Continuous Improvement*

**FORM SFEC-126:  
NOTIFICATION OF CONTRACT APPROVAL  
(S.F. Campaign and Governmental Conduct Code § 1.126)**

|   |   |
|---|---|
| <b>City Elective Officer Information</b> <i>(Please print clearly.)</i>   |   |
| Name of City elective officer(s):<br><br>Members, SF Board of Supervisors | City elective office(s) held:<br><br>Members, SF Board of Supervisors |

|  |  |
|--|--|
| <b>Contractor Information</b> <i>(Please print clearly.)</i>   |  |
| Name of contractor:<br>San Francisco League of Urban Gardeners, a California non-profit public benefit corporation ("SLUG")  |  |
| <i>Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary.</i> |  |
| (1) Roger Gordon (chair) and Laura Brainin-Rodriguez (Secretary); (2) All vacant; (3) None; (4) None; (5) None   |  |
| Contractor address:<br>c/o Roger Gordon; 407 K Street, N.E.; Washington, D.C. 20002-3523   |  |
| Date that contract was approved:   | Amount of contract: \$10,000.00 payable to City by SLUG along with gift/quitclaim of certain real property interests |
| Describe the nature of the contract that was approved: Settlement Agreement  |  |
| Comments:  |  |

This contract was approved by (check applicable):

- the City elective officer(s) identified on this form (Mayor, Gavin Newsom)
- a board on which the City elective officer(s) serves San Francisco Board of Supervisors  
Print Name of Board
- the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on this form sits  
Print Name of Board

|   |                           |
|---|---------------------------|
| <b>Filer Information</b> <i>(Please print clearly.)</i> |                           |
| Name of filer:  | Contact telephone number: |
| Address:  | E-mail:                   |

\_\_\_\_\_  
Signature of City Elective Officer (if submitted by City elective officer) \_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk) \_\_\_\_\_  
Date Signed

