

File No. 110564

Committee Item No. 1

Board Item No. 5

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Land Use and Economic Development Date May 24, 2011

Board of Supervisors Meeting Date June 7, 2011

#### Cmte Board

- |                                     |                                     |  |
|-------------------------------------|-------------------------------------|--|
| <input type="checkbox"/>            | <input type="checkbox"/>            | Motion                                       |
| <input checked="" type="checkbox"/> | <input checked="" 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 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 checked="" type="checkbox"/> | <u>Housing Authority Commission Resolution No. 5469</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Transfer Agreement</u>                               |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Quitclaim Deed</u>                                   |
| <input type="checkbox"/>            | <input type="checkbox"/>            | _____   |
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| <input type="checkbox"/>            | <input type="checkbox"/>            | _____   |
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Completed by: Alisa Somera Date May 20, 2011

Completed by: Alisa Somera Date May 26, 2011

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

1 [Transfer Agreement - Alice Griffith Public Housing Opportunity Center]

2  
3 **Resolution approving and authorizing the transfer of a modular structure located at**  
4 **2525 Griffith Street, commonly known as the Alice Griffith Opportunity Center, by the**  
5 **City and County of San Francisco, acting by and through the Mayor's Office of Housing**  
6 **to the Housing Authority of the City and County of San Francisco, for the purpose of**  
7 **continuing resident and community events and the provision of resident services**  
8 **benefitting Alice Griffith Public Housing residents.**

9  
10 WHEREAS, The City is the owner of a preexisting modular structure commonly known  
11 as the Alice Griffith Opportunity Center ("Opportunity Center"), and is responsible for all  
12 obligations related to the operation of the Center; and

13 WHEREAS, The San Francisco Housing Authority ("Housing Authority") owns the Alice  
14 Griffith Public Housing site, Assessor's Block 4884, Lot 20 ("Alice Griffith"), including 2525  
15 Griffith Street, the location of the Opportunity Center, which was installed in 2005 in  
16 collaboration with the Housing Authority in an effort to enhance community services for Alice  
17 Griffith residents; and

18 WHEREAS, The Center has operated successfully since its installation as a community  
19 meeting space and as a facility from which services and resources are provided that benefit  
20 Alice Griffith residents, and the City and Housing Authority desire that it continue to fulfill this  
21 purpose; and

22 WHEREAS, The City and Housing Authority are collaborating on the revitalization of  
23 Alice Griffith according to the principles of HOPE SF, a program approved by the Board of  
24 Supervisors by Resolution No. 556-07, which calls for the transformation of the City's severely  
25 distressed public housing developments as newly constructed, mixed-income communities

1 and for the provision of social services and economic opportunities specifically for public  
2 housing residents; and

3 WHEREAS, The HOPE SF revitalization of Alice Griffith is commencing pursuant to the  
4 Below Market-Rate Housing Plan of the Development and Disposition Agreement for the  
5 Candlestick Point – Hunters Point Shipyard Phase 2 Project between the Redevelopment  
6 Agency of the City and County of San Francisco ("Agency") and C.P. Development Co., LP,  
7 as approved on June 3, 2010 by Agency Resolution No. 69-2010, and as further memorialized  
8 in the July 8, 2010 Memorandum of Understanding between the City, the Housing Authority,  
9 the Agency, and the Office of Economic and Workforce Development; which sets forth the  
10 parties' interests, roles, and responsibilities in Alice Griffith's revitalization; and

11 WHEREAS, The Housing Authority will continue to own the land upon which the newly  
12 constructed Alice Griffith public housing units and a portion of the new community facilities will  
13 be built, and as such, the City seeks to transfer ownership and responsibility of the  
14 Opportunity Center to the Housing Authority in recognition of the pending revitalization work  
15 and the Housing Authority's role as land owner for the newly constructed buildings; and

16 WHEREAS, The City and Housing Authority have agreed upon the terms of a Transfer  
17 Agreement ("Transfer Agreement") and a Quitclaim Deed for the transfer of the Opportunity  
18 Center (the "Quitclaim"), each substantially in the form on file with the Clerk of the Board of  
19 Supervisors in File No. 110564; and

20 WHEREAS, By Resolution No. 5469 approved on May 12, 2011, the Housing Authority  
21 Commission authorized the Housing Authority to execute the Transfer Agreement and  
22 Quitclaim; and

23 WHEREAS, The Housing Authority represents and warrants that it has performed a  
24 diligent and thorough inspection and investigation of each and every aspect of the Opportunity  
25

1 Center and accepts the City's transfer of all its rights, title, interests, and obligations in the  
2 Opportunity Center on an "as-is, with all faults" basis; and

3 WHEREAS, Upon transfer of the Opportunity Center, the Housing Authority will be  
4 solely responsible for all operation and maintenance obligations for the Opportunity Center at  
5 no cost to the City, as further set forth in the Transfer Agreement and Quitclaim; and

6 WHEREAS, The City and Housing Authority agree that, so long as it exists, the  
7 Opportunity Center's exclusive and permanent use will be to benefit Alice Griffith residents  
8 and, as appropriate, community members, particularly by serving as a place from which a  
9 qualified service provider can provide appropriate community-based services, consistent with  
10 the needs of the Alice Griffith residents; and

11 WHEREAS, The Transfer Agreement and Quitclaim both include language requiring  
12 that the Opportunity Center only be used for such purposes; and

13 WHEREAS, On July 27, 2010 the Board of Supervisors adopted Resolution No. 347-  
14 10, adopting findings under the California Environmental Quality Act (California Public  
15 Resources Code Sections 21000 et seq.) including the adoption of a mitigation monitoring and  
16 reporting program and a statement of overriding considerations in connection with the  
17 development of the Candlestick Point-Hunters Point Shipyard Phase 2 Project, of which the  
18 revitalization of Alice Griffith is a key component, which is on file with the Clerk of the Board of  
19 Supervisors in File No. 100572; now, therefore, be it

20 RESOLVED, That the Board of Supervisors approves the Transfer Agreement and the  
21 Quitclaim, substantially in the form on file with the Clerk of the Board of Supervisors in File  
22 No. 110564, and authorizes the Mayor's Office of Housing, through its Director, to execute the  
23 Transfer Agreement and Quitclaim, and to take all steps necessary or appropriate under the  
24 Transfer Agreement and Quitclaim, or as may be otherwise needed, to effectuate the purpose  
25 and intent of this resolution; and, be it

1 FURTHER RESOLVED, That the Board of Supervisors authorizes the Director of the  
2 Mayor's Office of Housing, in consultation with the City Attorney, to enter into any additions,  
3 amendments or other modifications to the Transfer Agreement (including in each instance,  
4 without limitation, the attachment of exhibits) that the Director of the Mayor's Office of Housing  
5 determines are in the best interests of the City or otherwise do not materially increase the  
6 obligations or liabilities of the City, and are in compliance with all applicable laws, including  
7 the City's Charter, and the Board of Supervisors authorizes the Director of the Mayor's Office  
8 of Housing to execute such additions, amendments or other modifications to the Agreement.  
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5469

RESOLUTION NO. \_\_\_\_\_  
ADOPTED 5/12/11 \_\_\_\_\_

**RESOLUTION APPROVING THE AUTHORITY'S ACCEPTANCE OF THE TITLE TO THE ALICE GRIFFITH OPPORTUNITY CENTER BUILDING FROM THE CITY AND COUNTY OF SAN FRANCISCO**

WHEREAS, the City and County of San Francisco ("City") is the owner of the pre-existing modular structure called the "Now House" which is now commonly referred to as the "Alice Griffith Opportunity Center (the "Building"); and

WHEREAS, the San Francisco Housing Authority (SFHA) owns real property located in the City and County of San Francisco, State of California; and

WHEREAS, the real property is part of what is commonly known as the Alice Griffith Public Housing Development; and

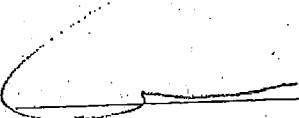
WHEREAS, the City installed the Building on the Alice Griffith property and was allowed access to it through a License to Enter and Use agreement entered into between the City and SFHA dated June 9, 2005; and

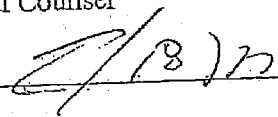
WHEREAS, the SFHA now desires to obtain ownership of the Building and the City is willing to transfer the Building to SFHA, subject to approval by the City's Board of Supervisors and Mayor;

**NOW, THEREFORE BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:**

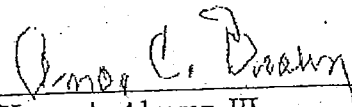
1. The San Francisco Housing Authority Commission approves the acceptance of Title to the Alice Griffith Opportunity Center Building; and
2. The Executive Director is directed to develop a suitable title transfer agreement with the City and County of San Francisco.

APPROVED AS TO FORM AND LEGALITY:

  
\_\_\_\_\_  
Tim Larsen  
General Counsel

  
\_\_\_\_\_

REVIEWED BY:

  
\_\_\_\_\_  
Henry A. Alvarez, III  
Executive Director

\_\_\_\_\_

**TRANSFER AGREEMENT**

THIS TRANSFER AGREEMENT (this "Agreement") dated for reference purposes only as of \_\_\_\_\_, 2011, is by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, acting by and through the Mayor's Office of Housing ("City"), and the HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO, a political body corporate and politic ("Authority").

THIS AGREEMENT IS MADE WITH REFERENCE TO THE FOLLOWING FACTS AND CIRCUMSTANCES:

A. City is the owner of the preexisting modular structure called the "Now House" which is now commonly referred to as the "Alice Griffith Opportunity Center" (the "Building").

B. The Authority owns real property located in the City and County of San Francisco, State of California, the specific Assessor's Parcel Number of which is described on Exhibit A attached hereto and made a part hereof (the "Authority Property"). The Property is part of what is commonly known as the Alice Griffith Public Housing Development ("Alice Griffith").

C. City installed the Building on the Property and was allowed access to it through that certain License to Enter and Use entered into between City and Authority dated June 9, 2005 (the "License").

D. Authority now desires to obtain ownership of the Building and City is willing to transfer the Building to the Authority, subject to approval by City's Board of Supervisors and Mayor, on the terms and conditions set forth hereinbelow. Concurrently with the transfer of the Building, the License will be terminated.

ACCORDINGLY, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Authority hereby agree as follows:

**1. TRANSFER**

**1.1 Property Included in Transfer**

Subject to the terms, covenants and conditions set forth herein, City agrees to transfer to the Authority City's interest in the Building currently located on the Authority Property, together with any personal property owned by the City, if any, located at the Building and used exclusively in the operation or maintenance of the Building (collectively, the "Property"). Upon transfer of the Property to the Authority, Authority shall assume sole responsibility for all costs associated with the management and maintenance of the Property.

**1.2 Consideration**

City and Authority hereby acknowledge and agree that the consideration for the transfer of the Building to the Authority shall be the Authority's covenants set forth herein, including but not limited to the use restriction set forth in Section 2.2 below.

## 2. TITLE

### 2.1 Conditions of Title

At the Closing, City shall quitclaim interest in and to the Property to Authority by quitclaim deed in the form of Exhibit B attached hereto (the "Deed"). Title to the Property shall be subject to (a) liens of local real estate taxes and assessments, (b) all existing exceptions and encumbrances, whether or not disclosed by a current preliminary title report or the public records or any other documents reviewed by the Authority, and any other exceptions to title which would be disclosed by an accurate and thorough investigation, survey, or inspection of the Property, and (c) the deed restrictions described in Section 2.2 below.

### 2.2 Deed Restrictions

The Authority acknowledges and agrees that City would not sell the Property unless Authority agreed to restrict its use in perpetuity for the benefit of Alice Griffith residents and, as appropriate, community members, particularly by providing, or causing a qualified service provider to provide, appropriate community based services, consistent with the needs of the Alice Griffith residents. Therefore, Authority agrees that the Deed shall contain a binding restriction prohibiting Authority, its successors and assigns from using the Property for any other purpose. The City acknowledges that the Property may be demolished as part of the development plan for Alice Griffith, and agrees that in such an event, this provision shall automatically terminate and be of no further force or effect.

### 2.3 Authority's Responsibility for Title Insurance

Authority understands and agrees that the right, title and interest in the Property shall not exceed that vested in City, and City is under no obligation to furnish any policy of title insurance in connection with this transaction. City shall not be responsible for any discrepancies in the parcel area or location of the property lines or any other matters which an accurate survey or inspection might reveal. It is Authority's sole responsibility to obtain a survey from an independent surveyor and a policy of title insurance from a title company, if desired.

## 3. "AS-IS" PURCHASE; RELEASE OF CITY

### 3.1 Authority's Independent Investigation

Authority represents and warrants to City that Authority has performed a diligent and thorough inspection and investigation of each and every aspect of the Property, either independently or through Agents of Authority's choosing, including, without limitation, the following matters (collectively, the "Property Conditions"):

(a) All matters relating to title including, without limitation, the existence, quality, nature and adequacy of City's interest in the Property and the existence of physically open and legally sufficient access to the Property.

(b) The zoning and other legal status of the Property, including, without limitation, the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances and private or public covenants, conditions and restrictions, and



all governmental and other legal requirements such as taxes, assessments, use permit requirements and building and fire codes.

(c) The quality, nature, adequacy and physical condition of the Property, including, but not limited to, the structural elements, foundation, roof, interior, landscaping, parking facilities, and the electrical, mechanical, HVAC, plumbing, sewage and utility systems, facilities and appliance, and all other physical and functional aspects of the Property.

(d) The quality, nature, adequacy, and physical, geological and environmental condition of the Property (including soils and any groundwater), and the presence or absence of any Hazardous Materials in, on, under or about the Property or any other real property in the vicinity of the Property. As used in this Agreement, "Hazardous Material" shall mean any material that, because of its quantity, concentration or physical or chemical characteristics, is now or hereafter deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health or safety or to the environment.

(e) All other matters of material significance affecting the Property.

### 3.2 Hazardous Substance Disclosure

California law requires sellers to disclose to Authority the presence or potential presence of certain Hazardous Materials. Accordingly, Authority is hereby advised that occupation of the Property may lead to exposure to Hazardous Materials such as, but not limited to, gasoline, diesel and other vehicle fluids, vehicle exhaust, office maintenance fluids, tobacco smoke, methane and building materials containing chemicals, such as formaldehyde. By execution of this Agreement, Authority acknowledges that the notices and warnings set forth above satisfy the requirements of California Health and Safety Code Section 25359.7 and related statutes.

### 3.3 "As-Is" Purchase

AUTHORITY SPECIFICALLY ACKNOWLEDGES AND AGREES THAT AUTHORITY IS OBTAINING CITY'S INTEREST IN THE PROPERTY ON AN "AS-IS WITH ALL FAULTS" BASIS. AUTHORITY IS RELYING SOLELY ON ITS INDEPENDENT INVESTIGATION AND NOT ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM CITY OR ITS AGENTS AS TO ANY MATTERS CONCERNING THE PROPERTY, ITS SUITABILITY FOR AUTHORITY'S INTENDED USES OR ANY OF THE PROPERTY CONDITIONS. CITY DOES NOT GUARANTEE THE LEGAL, PHYSICAL, GEOLOGICAL, ENVIRONMENTAL OR OTHER CONDITIONS OF THE PROPERTY, NOR DOES IT ASSUME ANY RESPONSIBILITY FOR THE COMPLIANCE OF THE PROPERTY OR ITS USE WITH ANY STATUTE, ORDINANCE OR REGULATION. IT IS AUTHORITY'S SOLE RESPONSIBILITY TO DETERMINE ALL BUILDING, PLANNING, ZONING AND OTHER REGULATIONS RELATING TO THE PROPERTY AND THE USES TO WHICH IT MAY BE PUT.

### 3.4 Release of City

As part of its agreement to obtain the Property in its "As-Is With All Faults" condition, Authority, on behalf of itself and its successors and assigns, waives any right to recover from,

and forever releases and discharges, City, its officers, employees, agents, contractors and representatives, and their respective heirs, successors, legal representatives and assigns, from any and all demands, claims, legal or administrative proceedings, losses, liabilities, damages, penalties, fines, liens, judgments, costs or expenses whatsoever (including, without limitation, attorneys' fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with (i) Authority's and its Agents and customer's past, present and future use of the Property, (ii) the physical, geological or environmental condition of the Property, including, without limitation, any Hazardous Material in, on, under, above or about the Property, and (iii) any federal, state, local or administrative law, rule, regulation, order or requirement applicable thereto, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA", also commonly known as the "Superfund" law), as amended by Superfund Amendments and Reauthorization Act of 1986 ("SARA") (42 U.S.C. Sections 9601-9657), the Resource Conservation and Recovery Act of 1976, as amended by the Solid Waste and Disposal Act of 1984 (collectively, "RCRA") (42 U.S.C. Sections 6901-6987), the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977 (collectively the "Clean Water Act") (33 U.S.C. Section 1251 et seq.), the Toxic Substances Control Act ("TSCA") (15 U.S.C. Sections 2601-2629), Hazardous Materials Transportation Act (49 U.S.C. Section 1801 et seq.), the Carpenter-Presley-Tanner Hazardous Substance Account Law (commonly known as the "California Superfund" law) (California Health and Safety Code Sections 25300-25395), Hazardous Waste Control Act (California Health and Safety Code Section 25100 et seq.), Hazardous Materials Release Response Plans and Inventory Law (commonly known as the "Business Plan Law") (California Health and Safety Code Section 25500 et seq.), Porter-Cologne Water Quality Control Act (California Water Code Section 13000 et seq.), Safe Drinking Water and Toxic Enforcement Act of 1986 (commonly known as "Proposition 65") (California Health and Safety Code Section 25249.5 et seq.).

In connection with the foregoing release, Authority expressly waives the benefits of Section 1542 of the California Civil Code, which provides as follows:

**A GENERAL RELEASE DOES NOT EXTEND TO 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 TO HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

BY PLACING ITS INITIALS BELOW, AUTHORITY SPECIFICALLY ACKNOWLEDGES AND CONFIRMS THE VALIDITY OF THE RELEASES MADE ABOVE AND THE FACT THAT AUTHORITY WAS REPRESENTED BY COUNSEL WHO EXPLAINED, AT THE TIME THIS AGREEMENT WAS MADE, THE CONSEQUENCES OF THE ABOVE RELEASES.

INITIALS: AUTHORITY: \_\_\_\_\_

#### 4. CLOSING

The Closing hereunder shall be performed by recording the Deed (the "Closing"). The Closing shall not require the services of an escrow or title company, unless requested by the

Authority, in which case the Authority shall be responsible for all costs and expenses associated with the escrow or title company. The Closing shall occur within ten (10) days of approval of this transaction by the Board of Supervisors and the Mayor, or such later date and time as Authority and City may mutually agree upon in writing (the "Closing Date").

## 5. GENERAL PROVISIONS

### 5.1 Amendments

This Agreement may be amended or modified only by a written instrument signed by the Authority and City.

### 5.2 Authority of Authority

Authority represents and warrants to City that this Agreement and all documents executed by Authority which are to be delivered to City at Closing: (a) are or at the time of Closing will be duly authorized, executed and delivered by Authority and its commission; (b) are or at the time of Closing will be legal, valid and binding obligations of Authority; and (c) do not and at the time of Closing will not violate any provision of any agreement or judicial order to which Authority is a party or to which Authority is subject. Notwithstanding anything to the contrary in this Agreement, the foregoing representations and warranties and any and all other representations and warranties of Authority contained herein or in other agreements or documents executed by Authority in connection herewith, shall survive the Closing Date.

### 5.3 Governing Law

This Agreement shall be governed by, subject to, and construed in accordance with the laws of the State of California and City's Charter and Administrative Code.

### 5.4 Merger of Prior Agreements

This Agreement, together with the exhibits hereto, contain any and all representations, warranties and covenants made by Authority and City and constitutes the entire understanding between the parties hereto with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements are replaced in total by this Agreement together with the exhibits hereto.

### 5.5 Parties and Their Agents

The term "Authority" as used herein shall include the plural as well as the singular. If Authority consists of more than one (1) individual or entity, then the obligations under this Agreement imposed on Authority shall be joint and several. As used herein, the term "Agents" when used with respect to either party shall include the agents, employees, officers, contractors and representatives of such party.

### 5.6 Interpretation of Agreement

The article, section and other headings of this Agreement and the table of contents are for convenience of reference only and shall not affect the meaning or interpretation of any provision contained herein. Whenever the context so requires, the use of the singular shall be deemed to include the plural and vice versa, and each gender reference shall be deemed to include the other

and the neuter. This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein. In addition, each party has been represented by experienced and knowledgeable legal counsel. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purposes of the parties and this Agreement.

### **5.7 Attorneys' Fees**

If either party hereto fails to perform any of its respective obligations under this Agreement or if any dispute arises between the parties hereto concerning the meaning or interpretation of any provision of this Agreement, then the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party on account of such default or in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees and disbursements. For purposes of this Agreement, the reasonable fees of attorneys of the Office of the City Attorney of the City and County of San Francisco shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the City Attorney's services were rendered who practice in the City of San Francisco in law firms with approximately the same number of attorneys as employed by the City Attorney's Office.

### **5.8 Time of Essence**

Time is of the essence with respect to the performance of the parties' respective obligations contained herein.

### **5.9 No Merger**

The obligations contained herein shall not merge with the transfer of title to the Property but shall remain in effect until fulfilled.

### **5.10 Non-Liability of City Officials, Employees and Agents**

Notwithstanding anything to the contrary in this Agreement, no elective or appointive board, commission, member, officer, employee or agent of City shall be personally liable to Authority, its successors and assigns, in the event of any default or breach by City or for any amount which may become due to Authority, its successors and assigns, or for any obligation of City under this Agreement.

### **5.11 Sunshine Ordinance**

Authority understands and agrees that under the City's Sunshine Ordinance (San Francisco Administrative Code, Chapter 67) and the State Public Records Law (Gov. Code Section 6250 et seq.), this Agreement and any and all records, information, and materials submitted to the City hereunder public records subject to public disclosure. Authority hereby acknowledges that the City may disclose any records, information and materials submitted to the City in connection with this Agreement.

**5.12 No Recording**

Neither this Agreement nor any memorandum or short form thereof may be recorded by Authority.

**5.13 Effective Date**

As used herein, the term "Effective Date" shall mean the date on which the City's Board of Supervisors and Mayor enact an ordinance approving and authorizing this Agreement and the transactions contemplated hereby, following execution of this Agreement by both parties.

**5.14 Counterparts**

This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, AUTHORITY ACKNOWLEDGES AND AGREES THAT NO OFFICER OR EMPLOYEE OF CITY HAS AUTHORITY TO COMMIT CITY TO THIS AGREEMENT UNLESS AND UNTIL A RESOLUTION OF CITY'S BOARD OF SUPERVISORS SHALL HAVE BEEN DULY ENACTED APPROVING THIS AGREEMENT AND AUTHORIZING THE TRANSACTIONS CONTEMPLATED HEREBY. THEREFORE, ANY OBLIGATIONS OR LIABILITIES OF CITY HEREUNDER ARE CONTINGENT UPON THE DUE ENACTMENT OF SUCH A RESOLUTION, AND THIS AGREEMENT SHALL BE NULL AND VOID IF CITY'S BOARD OF SUPERVISORS AND MAYOR DO NOT APPROVE THIS AGREEMENT IN THEIR RESPECTIVE SOLE DISCRETION. APPROVAL OF THE TRANSACTIONS CONTEMPLATED HEREBY BY ANY DEPARTMENT, COMMISSION OR AGENCY OF CITY SHALL NOT BE DEEMED TO IMPLY THAT SUCH RESOLUTION WILL BE ENACTED NOR WILL ANY SUCH APPROVAL CREATE ANY BINDING OBLIGATIONS ON CITY.

The parties have duly executed this Agreement as of the respective dates written below.

CITY:

AUTHORITY:

CITY AND COUNTY OF  
SAN FRANCISCO, a municipal corporation,  
acting by and through the Mayor's Office of  
Housing

HOUSING AUTHORITY OF THE CITY  
AND COUNTY OF SAN FRANCISCO, a  
political body corporate and politic

By: \_\_\_\_\_  
Douglas Shoemaker  
Director

By: \_\_\_\_\_  
Executive Director

APPROVED AS TO FORM:

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: \_\_\_\_\_  
General Counsel

By: \_\_\_\_\_  
Evan A. Gross  
Deputy City Attorney

EXHIBIT A

**AUTHORITY PROPERTY DESCRIPTION**

All that certain real property located in the City and County of San Francisco, State of California, described as follows:

EXHIBIT B

QUITCLAIM DEED



RECORDING REQUESTED BY,  
AND WHEN RECORDED RETURN TO:

City and County of San Francisco  
1 South Van Ness Avenue, 5<sup>th</sup> Floor  
San Francisco, CA 94101  
Attn: Georgia Martin

---

(Space above this line reserved for Recorder's use only)

(Pursuant to Section 11922 of the California Revenue & Tax Code, this conveyance is exempt from any transfer tax because the grantee contained herein is a political subdivision of the State of California.)

### QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, receipt and adequacy of which are hereby acknowledged, the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, acting by and through the Mayor's Office of Housing ("City"), pursuant to Resolution No. \_\_\_\_\_, adopted by the Board of Supervisors on \_\_\_\_\_, 2011, and approved by the Mayor on \_\_\_\_\_, 2011, hereby RELEASES, REMISES AND QUITCLAIMS TO the HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO, a political body corporate and politic ("Grantee"), any and all right, title and interest City may have in and to all of the existing building commonly referred to as the "Alice Griffith Opportunity Center" (the "Building") currently situated on the real property owned by the Grantee located in the City and County of San Francisco, State of California, the specific Assessor's Parcel Number of which is described on Exhibit A attached hereto and made a part hereof (the "Property"). The Property is part of what is commonly known as the Alice Griffith Public Housing Development ("Alice Griffith").

The above conveyance is subject without limitation to (a) liens of local real estate taxes and assessments, and (b) all existing exceptions and encumbrances, whether or not disclosed by a title report or the public records or any other documents discoverable or reviewed by Grantee, and any other exceptions to title that would be disclosed by an accurate and thorough investigation, survey or inspection of the Building.

Furthermore, Grantee hereby agrees that for so long as the Building exists, Grantee shall use the Building solely for the benefit of Alice Griffith residents and, as appropriate, community members, particularly by providing, or causing a qualified service provider to provide, appropriate community based services, consistent with the needs of the Alice Griffith residents. Grantor acknowledges that the Building may be demolished as part of the development plan for Alice Griffith, and agrees that in such an event, this provision shall automatically terminate and be of no further force or effect.

Furthermore, Grantee, to the fullest extent permitted by law, hereby agrees to indemnify and hold harmless Grantor and Grantor's officers, employees, successors, assigns and agents from and against any and all losses, damages, liabilities, claims, causes of action, penalties, judgments, costs and expenses (collectively, the "Claims") (including, without limitation, reasonable legal fees and disbursements) now or in the future, directly or indirectly, contingent or liquidated, which arise from or relate to the

Grantee and Grantor's officers, employees, successors, assigns and agents use of the Building. Upon recordation of this Deed, Grantee shall assume sole responsibility for all costs associated with the management and maintenance of the Building.

[Signature Page Follows]

Executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation, acting by and through  
the Mayor's Office of Housing

By: \_\_\_\_\_  
Douglas Shoemaker  
Director

APPROVED AS TO FORM:

DENNIS J. HERRERA  
City Attorney

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

HOUSING AUTHORITY OF THE CITY AND  
COUNTY OF SAN FRANCISCO, a political  
body corporate and politic

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

Executive Director

APPROVED AS TO FORM:

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

General Counsel

State of California )  
 ) ss  
County of San Francisco )

On \_\_\_\_\_, before me, \_\_\_\_\_, a notary public  
in and for said State, 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 \_\_\_\_\_ (Seal)

State of California            )  
  ) ss  
County of San Francisco    )

On \_\_\_\_\_, before me, \_\_\_\_\_, a notary public  
in and for said State, personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)  
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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 \_\_\_\_\_ (Seal)

**EXHIBIT A**

Legal Description of the Property

