

File No. 180153

Committee Item No. 1  
Board Item No. \_\_\_\_\_

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Land Use and Transportation  
Board of Supervisors Meeting:

Date: March 12, 2018  
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 and Legislative Analyst Report        |
| <input type="checkbox"/>            | <input type="checkbox"/> | Youth Commission Report                      |
| <input type="checkbox"/>            | <input type="checkbox"/> | Introduction Form                            |
| <input checked="" 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>Committee Report Request Memo - March 7, 2018</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>BOS Resolution No. 152-14 - May 23, 2014</u>      |
| <input type="checkbox"/>            | <input type="checkbox"/> | <u>DRAFT Declaration of Restrictions</u>             |
| <input type="checkbox"/>            | <input type="checkbox"/> | _____  |
| <input type="checkbox"/>            | <input type="checkbox"/> | _____  |

Completed by: John Carroll  
Completed by: \_\_\_\_\_

Date: March 9, 2018  
Date: \_\_\_\_\_

1 [Declaration of Restrictions - Creeks to Peaks Trail Project - Twin Peaks Open Space]

2  
3 **Resolution authorizing the Director of Real Estate to file a Declaration of Restrictions**  
4 **with the Assessor-Recorder against the property designated as Assessor's Parcel**  
5 **Block No. 2643, Lot Nos. 017 and 023, known as Twin Peaks Open Space, in support of**  
6 **a Habitat Conservation Fund Grant from the California Department of Parks and**  
7 **Recreation, and providing that the use restrictions contained in the Habitat**  
8 **Conservation Fund Grant Agreement will be covenants, conditions, and restrictions on**  
9 **the use of the properties until June 30, 2033.**

10  
11 WHEREAS, The City and County of San Francisco ("the City") owns the property  
12 located on Assessor's Parcel Block No. 2643, Lot Nos. 017 and 023 ("the Property"), known  
13 as Twin Peaks Open Space; and

14 WHEREAS, The City, through the San Francisco Recreation and Park Department  
15 ("RPD") operates and maintains the Property; and

16 WHEREAS, The California Department of Parks and Recreation (DPR) administers the  
17 Habitat Conservation Fund (HCF) Grant Program which provides state funds to local entities  
18 to acquire, enhance, restore, or develop facilities for public recreation purposes; and

19 WHEREAS, In 2011, the City adopted Resolution No. 152-14 that authorized RPD to  
20 accept and expend a \$130,679 HCF grant for the Creeks to Peaks Trail Project, subject to  
21 grant agreement number C9771016 (hereafter, the "Grant Agreement") which is on file with  
22 the Clerk of the Board of Supervisors in File No. 131156; and

23 WHEREAS, Resolution No. 152-14 also authorized the Director of Real Estate to  
24 record a declaration of restrictions against Assessor's Parcel Block No. 2643, Lot No. 003,  
25 and Assessor Parcel Block 7560, Lot No. 002, consistent with the Grant Agreement, which

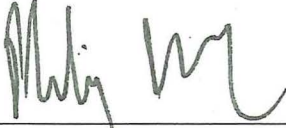
1 requires the City to record a declaration of restrictions against all parcels improved with grant  
2 funds to provide notice that the parcels must be used for a purpose consistent with the terms  
3 of the Grant Agreement for the duration of the Contract Performance Period, which extends  
4 from July 1, 2013 to June 30, 2033; and

5 WHEREAS, In 2017, RPD and DPR amended the Grant Agreement to include  
6 improvements to Assessor's Parcel Block No. 2643, Lot Nos. 017 and 023, subject to the  
7 same terms and conditions including that the City must record a Declaration of Restrictions  
8 against the additional parcels to provide notice that those parcels must be used for a purpose  
9 allowed under the Grant Agreement for the duration of the Contract Performance Period; and

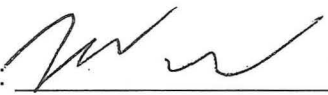
10 WHEREAS, the amended Grant Agreement with DPR is on file with the Clerk of the  
11 Board of Supervisors in File No. 180153; now, therefore, be it

12 RESOLVED, That the Board of Supervisors authorizes the Director of Real Estate to  
13 record a Declaration of Restrictions against the property designated as Assessor's Parcel  
14 Block No. 2643, Lot Nos. 017 and 023, providing that the use restrictions contained in the  
15 Grant Agreement will be covenants, conditions, and restrictions on the use of the Property for  
16 the duration of the Contract Performance Period, which extends from July 1, 2013 through  
17 June 30, 2033.

18  
19 Recommended:

20  
21   
22 \_\_\_\_\_

23 General Manager

20 Approved:   
21 \_\_\_\_\_

21 for Mayor

22  
23 Approved:   
24 \_\_\_\_\_

24 Controller

OB,  
Leg. Pet.  
Leg. Clerk

Member, Board of Supervisors  
District 4



City and County of San Francisco

**KATY TANG**

APR 7 2018  
BOARD OF SUPERVISORS  
CLERK'S OFFICE  
AK  
2018 MAR - 7  
PM 4:02

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DATE: March 7, 2018

TO: Angela Calvillo  
Clerk of the Board of Supervisors

FROM: Supervisor Katy Tang, Chair, Land Use and Transportation Committee

RE: Land Use and Transportation Committee  
COMMITTEE REPORT

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Pursuant to Board Rule 4.20, as Chair of the Land Use and Transportation Committee, I have deemed the following matter is of an urgent nature and request it be considered by the full Board on Tuesday, March 13, 2018, as a Committee Report:

**180153 Declaration of Restrictions - Creeks to Peaks Trail Project - Twin Peaks Open Space**

Resolution authorizing the Director of Real Estate to file a Declaration of Restrictions with the Assessor-Recorder against the property designated as Assessor's Parcel Block No. 2643, Lot Nos. 017 and 023, known as Twin Peaks Open Space, in support of a Habitat Conservation Fund Grant from the California Department of Parks and Recreation, and providing that the use restrictions contained in the Habitat Conservation Fund Grant Agreement will be covenants, conditions, and restrictions on the use of the properties until June 30, 2033.

This matter will be heard in the Land Use and Transportation Committee at a Regular Meeting on Monday, March 12, 2018, at 1:30 p.m.

State of California – Natural Resources Agency  
DEPARTMENT OF PARKS AND RECREATION

Department of Parks and Recreation  
Accounting Services Section

AMENDMENT TO CONTRACT

MAY 19 2017

Contract No. C9771016 Amendment No. 1

THIS AMENDMENT is hereby made and agreed upon by the State of California, acting through the Director of the Department of Parks and Recreation and by the City & County of San Francisco. ✓

The State and, City & County of San Francisco in mutual consideration of the promises made herein and in the contract in which this is an amendment, do promise as follows:

Change project description to: Development of approximately 3,611 linear feet of new trail, restoration of approximately 22,200 square feet of existing trail, reconstruction and realignment of approximately 344 linear feet of the Mission Blue Butterfly Trail, installation of way-finding and directional signage, tree removal, decommissioning of approximately 640 feet of trails, and creation of trail access in the City of San Francisco.

In all other respects, the contract of which this is an amendment, and the terms and conditions if relevant thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this amendment as of the date entered below.

Applicant: City & County of San Francisco  
By [Signature]  
Title General Manager  
Applicant's Authorized Representative as shown in Resolution  
Date 5-15-17

STATE DEPARTMENT OF PARKS AND RECREATION  
By [Signature]  
Date May 16, 2017

CERTIFICATION OF FUNDING  
(FOR STATE USE ONLY)

CONTRACT NO C9771016 ✓	AMENDMENT NO 1	CALSTRS VENDOR NO 4000003038-02 ✓	PROJECT NO HT-38-003		
AMOUNT ENCUMBERED BY THIS DOCUMENT 40	FUND Habitat Conservation Fund				
PRIOR AMOUNT ENCUMBERED BY THIS CONTRACT \$130,679	ITEM 3790-601-0262(1)	CHAPTER 20/13	STATUTE 13	FISCAL YEAR 2013/14	
TOTAL AMOUNT ENCUMBERED TO DATE \$130,679	INDEX 1091 ✓	OBJ. EXPEND 702 ✓	PCA 63664 ✓	PROJECT/WORK PHASE	
T.B.A. NO	I hereby certify upon my own personal knowledge that budgeted funds are available for this encumbrance.				
B.R. NO	SIGNATURE OF ACCOUNTING OFFICER <u>[Signature]</u>			DATE 6/18/17	



State of California - Natural Resources Agency  
 Department of Parks and Recreation  
**GRANT CONTRACT**  
 Habitat Conservation Fund  
 Trails

RECEIVED  
 MAR 14 2014  
 OFFICE OF GRANTS  
 & LOCAL SERVICES

GRANTEE City & County of San Francisco

GRANT PERFORMANCE PERIOD is from July 01, 2013 through June 30, 2018

CONTRACT PERFORMANCE PERIOD is from July 01, 2013 through June 30, 2033

PROJECT TITLE CREEKS TO PEAKS CONNECTOR TRAILS PROJECT NUMBER HT-38-003

The GRANTEE agrees to the terms and conditions of this contract, hereinafter referred to as AGREEMENT, and the State of California, acting by and through the California Department of Parks and Recreation, agrees to fund the total grant amount indicated below. The GRANTEE agrees to complete the GRANT SCOPE as defined in the GRANT SCOPE / Cost Estimate Form of the APPLICATION submitted to the State of California.

**GRANT SCOPE:**

Development of approximately 3,450 liner feet of new trail and restoration of approximately 22,200 feet of existing trail, installation of way-finding and directional signage, tree removal, decommissioning of approximately 640 feet of trails, and creation of trail access in the City of San Francisco.

Total State Grant not to exceed \$130,679.00 (or 50% of the total project, which ever is less)

The General and Special Provisions attached are made a part of and incorporated into the Contract.

City & County of San Francisco  
 Grantee

By [Signature]  
 Typed or printed name of Authorized Representative  
[Signature]  
 Signature of Authorized Representative

Title General Manager

Date 2/18/14

STATE OF CALIFORNIA  
 DEPARTMENT OF PARKS AND RECREATION

By [Signature]  
 Date 18 March 2014

**CERTIFICATION OF FUNDING**

CONTRACT NO C9771016	AMENDMENT NO	CALSTARS VENDOR NO. 4000003038-02			PROJECT NO. HT-38-003
AMOUNT ENCUMBERED BY THIS DOCUMENT \$130,679.00		FUND. Habitat Conservation Fund			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT	ITEM 3790-601-0262(1)	CHAPTER Prop-117 9	STATUTE 1990	FISCAL YEAR 2013/14	
TOTAL AMOUNT ENCUMBERED TO DATE \$130,679.00	INDEX 1091	OBJ. EXPEND 702	PCA 63664	PROJECT / WORK PHASE	
T.B.A. NO.	I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.				
B.R.. NO.	ACCOUNTING OFFICER'S SIGNATURE <u>[Signature]</u>			DATE. <u>3-19-14</u>	

grantee 3/18/14

## GRANT CONTRACT

### I. RECITALS

1. This agreement is entered into between the State of California, by and through the California Department of Parks and Recreation (hereinafter referred to as "STATE") and City & County of San Francisco (hereinafter referred to as "grantee").
2. The California Wildlife Protection Act of 1990, Fish and Game Code, Chapter 9, commencing with Section 2780 (the ACT) authorizes the STATE to award grants to eligible entities.
3. Pursuant to the California Wildlife Protection Act of 1990, Fish and Game Code, Chapter 9, commencing with Section 2780, the STATE is authorized to oversee and manage grants to eligible entities for the purposes stated within its provisions. Funding for this \$2,000,000 GRANT program was made available through the California Wildlife Protection Act of 1990, Fish and Game Code, Chapter 9 (commencing with Fish and Game Code § 2780).
4. The STATE hereby grants to grantee a sum (hereinafter referred to as "grant monies") not to exceed One Hundred Thirty Thousand Six Hundred Seventy Nine Dollars (\$130,679), subject to the terms and conditions of this agreement, the HCF Application GUIDES, any legislation applicable to the ACT and the APPLICATION.
5. In consideration thereof grantee agrees to abide by the terms and conditions of this agreement as well as the provisions of the ACT. Grantee acknowledges that the grant monies are not a gift or a donation.
6. In addition to the terms and conditions of this agreement, the parties agree that the terms and conditions contained in the documents set forth below are hereby incorporated into and made part of this agreement.
  - a. The Grant Administration Guide
  - b. The APPLICATION GUIDE
  - c. The submitted APPLICATION

### II. SPECIAL PROVISIONS

1. This agreement includes the following special provisions, when project circumstances warrant (by either party):

### III. GENERAL PROVISIONS

#### A. Definitions

As used in this agreement, the following words shall have the following meanings:

1. The term "ACT" means the statutory basis for this grant program.
2. The term "APPLICATION" means the individual project APPLICATION packet for a grant pursuant to the enabling legislation and/or grant program process Grant Administration Guide requirements.
3. The term "ACQUISITION" means to obtain fee title of real property or a permanent easement which provides the recipient permanent rights to use the property for the purposes of the project. Leases or rentals do not constitute ACQUISITION.
4. The term "CONTRACT PERFORMANCE PERIOD" means the period of time described on page 1 of this agreement.
5. The term "DEVELOPMENT" (trails category only) means capital improvements to real property by, but not limited to, improvement, construction, reconstruction, and/or protection of permanent or fixed features of the property.
6. The term "ENHANCEMENT" means to increase the habitat value of the land to benefit the targeted species.
7. The term "GRANT PERFORMANCE PERIOD" means the period of time described on page 1 of this agreement, during which eligible costs can be charged to the grant and which begins on the appropriation date and ends on the fund liquidation date.
8. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE /cost estimate form found in the APPLICATION.
9. The term "GUIDES" means the documents identified as the APPLICATION and Grant Administration GUIDES for the Habitat Conservation Fund program for deer/mountain lion habitat, rare, endangered, threatened, or fully-protected species habitat, wetlands, anadromous salmonids and trout habitat, riparian habitat, trails, and WILDLIFE AREA ACTIVITIES, as incorporated by reference in Title 14, California Code of Regulations, Section 4870-4877.
10. The term "RESTORATION" means the act of bringing either land or a species back into a former, non-impaired condition.



11. The term "STATE" refers to the State of California acting by and through the Department of Parks and Recreation.
12. The term "WILDLIFE AREA ACTIVITIES" means an event, or series of events to be accomplished with grant funds, such as a nature interpretation, educational, or other enrichment project, (e.g., classes, trips, etc.), organized and/or conducted by the grantee, and intended to bring urban residents into park and wildlife areas.

## **B. Project Execution**

1. Subject to the availability of grant monies in the ACT, the STATE hereby grants to the grantee a sum of money not to exceed the amount stated on page 1 of this agreement, in consideration of, and on condition that, the sum be expended in carrying out the purposes set forth in the GRANT SCOPE, and under the terms and conditions set forth in this agreement.

The grantee shall assume the obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE.

2. After the STATE has approved the APPLICATION, all changes and alterations to the GRANT SCOPE must be approved in writing by the STATE. Grantee's failure to comply with this provision may be construed as a breach of the terms of the agreement and result in the termination of payment of the grant monies provided for in this agreement.

To maintain the integrity of the competitive grant program, the grantee agrees that any other project changes or alterations which deviate from the GRANT SCOPE in the original competitive APPLICATION must be submitted in writing to the STATE for prior approval.

3. The grantee shall complete the GRANT SCOPE in accordance with the time of the GRANT PERFORMANCE PERIOD set forth on page one of this agreement, and under the terms and conditions of this agreement.
4. The grantee shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et. seq., Title 14, California Code of Regulations, Section 15000 et. seq.).
5. The grantee shall at all times comply with all applicable current laws and regulations affecting ACQUISITION, ENHANCEMENT, RESTORATION, DEVELOPMENT, AND WILDLIFE AREA ACTIVITIES projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et. seq.) and the California Unruh Act (California Civil Code §51 et seq.)

6. If the GRANT SCOPE includes ACQUISITION of real property, the grantee agrees to comply at all times with all applicable STATE and local laws or ordinances affecting relocation and real property ACQUISITION.
7. Grantee agrees that lands acquired with grant monies shall not be acquired through the use of eminent domain.

#### **C. Project Costs**

1. Grantee agrees to abide by the GUIDES.
2. Grantee acknowledges that the STATE may make reasonable changes to its procedures as set forth in the GUIDES. If the STATE makes any changes to its procedures and guidelines, the STATE agrees to notify grantee within a reasonable time.

#### **D. Project Administration**

1. If the STATE advances grant monies for ACQUISITION projects, the STATE shall place the grant monies in an escrow account. If grant monies are advanced and not expended, the unused portion of the advanced funds shall be returned to the STATE within 60 days after the close of escrow.
2. If grant monies are advanced for an ENHANCEMENT, RESTORATION, DEVELOPMENT, or WILDLIFE AREA ACTIVITIES project, the advanced funds shall be placed in an interest-bearing account until expended. Advanced funds must be spent within six months from the date of receipt, unless the STATE waives this requirement. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the advance and any unused interest earned shall be returned to the STATE within 60 days after project completion or the end of the GRANT PERFORMANCE PERIOD, whichever is earlier.
3. The grantee shall submit a written status report within 30 calendar days after the STATE has made such a request. In any event, the grantee shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the GRANT PERFORMANCE PERIOD, whichever is earlier. The GRANT PERFORMANCE PERIOD is identified on page one of this agreement.
4. The STATE shall have the right to inspect all property or facilities acquired and/or developed pursuant to this agreement and the grantee shall make such property or facilities available for inspection upon 24 hours' notice from the STATE.
5. The grantee and the STATE agree that if the GRANT SCOPE includes ENHANCEMENT, RESTORATION, DEVELOPMENT, or WILDLIFE AREA ACTIVITIES project activities,

final payment may not be made until the work described in the GRANT SCOPE is complete.

6. Any grant funds that have not been expended by the grantee by the date on the PROJECT COMPLETION Certification form, or by end of the GRANT PERFORMANCE PERIOD, whichever is earlier, shall revert to the STATE.

#### **E. Project Termination**

1. In the event of non-completion of a GRANT SCOPE, the STATE may request the return of any grant funds advanced or reimbursed.
2. This agreement may be rescinded, modified or amended only by mutual written agreement between the grantee and the STATE, unless the provisions of this agreement provide that mutual agreement is not required for a rescission, modification or amendment.
3. Failure by the grantee to comply with the terms of this agreement, as well as any other agreements that grantee has entered into with STATE, may be cause for suspension of all obligations of the STATE under this agreement unless the STATE determines that such failure was due to no fault of the grantee. In such case, STATE may reimburse grantee for eligible costs properly incurred in performance of this agreement despite non-performance of the grantee. To qualify for such reimbursement, grantee agrees to mitigate its losses to the best of its ability.
4. The grantee agrees that in the event of a breach of this agreement, the STATE may seek, in addition to all remedies provide by law, specific performance of the agreement in accordance with the purpose of the agreement to preserve, protect and increase the quantity and quality of habitat opportunities and/or resources available to the people of the State of California.

#### **F. Budget Contingency Clause**

For purposes of this program, if funding for any fiscal year is reduced or deleted by the budget act, executive order, the legislature, or by any other provision of statute, the STATE shall have the option to either cancel this agreement with no liability occurring to the STATE, or offer an amendment to the agreement to reflect a reduced grant amount. This paragraph shall not require the mutual agreement as addressed in Paragraph E, subsection 2, of this agreement.

#### **G. Indemnity**

1. The grantee shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in

any way connected with or incident to this agreement, except valid legal claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.

2. To the fullest extent of the law, the grantee shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of an ACQUISITION, ENHANCEMENT, RESTORATION, DEVELOPMENT, or WILDLIFE AREA ACTIVITIES project, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.
3. The grantee agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et. seq., the grantee shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the STATE shall bear its own litigation costs, expenses, and attorney's fees.
4. The grantee and the STATE agree that in the event of judgment entered against the STATE and the grantee because of the concurrent negligence of the STATE and the grantee, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction.
5. The grantee shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the grantee has certified. The grantee acknowledges that it is solely responsible for compliance with items to which it has certified.

#### **H. Financial Records**

1. The grantee shall maintain satisfactory financial accounts, documents and records for the project and make them available to the STATE for auditing at reasonable times. The grantee also agrees to retain such financial accounts, documents and records for at least five years following project termination or final payment, whichever is later.
2. The grantee shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of grant monies, (b) the total cost of the project, (c) the amount and nature of project funds provided by other sources, and (d) any other records that will facilitate an effective audit of the grant monies.
3. The grantee agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this agreement or matters related thereto during regular office hours. The grantee shall maintain and make available for

inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this agreement. Such accounts, documents, and records shall be retained by the GRANTEE for at least 5 years following final payment of grant monies.

4. The grantee shall use a generally accepted accounting system, per state and federal requirements.

#### **I. Use of Facilities**

1. The grantee agrees to operate and maintain project sites and/or locations for the duration of the CONTRACT PERFORMANCE PERIOD. If any property is acquired, enhanced, restored, or developed with grant monies, the grantee is required to operate and maintain the same for the duration of the CONTRACT PERFORMANCE PERIOD.
2. The grantee agrees that during the GRANT PERFORMANCE PERIOD, any income earned by the grantee from a STATE-approved use of the project shall be used for project purposes, or, if approved by the STATE, for other purposes within the grantee's jurisdiction.
3. The grantee acknowledges that reasonable public access shall be provided except when that access may interfere with habitat protection.
4. All facilities shall have operating hours consistent with the times proposed in the APPLICATION and be open to members of the public in accordance with the project selection criteria in the APPLICATION, unless otherwise granted permission by the STATE and except as noted under the special provisions of this agreement or under provisions of the enabling legislation and/or grant program.
5. The grantee agrees that for the duration of the CONTRACT PERFORMANCE PERIOD, any property acquired, enhanced, restored or developed with grant monies under this agreement shall be used only for the purposes of the grant and consistent with the GRANT SCOPE referenced in the APPLICATION unless prior written approval is given by the STATE.
6. The grantee agrees to use any property acquired, enhanced, restored, or developed with grant monies under this agreement only for the purposes of the grant and no other use, sale, or other disposition shall be permitted except as authorized by a specific act of the legislature in which event the property shall be replaced by the grantee with property of equivalent value and usefulness as determined by the STATE.
7. The property acquired, enhanced, restored, or developed with grant monies may be transferred to another eligible entity only if the successor entity assumes the obligations imposed under this agreement and with written approval of the STATE.

8. Any real property acquired or developed with grant monies (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE, provided that such approval shall not be unreasonably withheld as long as the purposes for which the grant monies were awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE's rights to enforce performance under this agreement.
9. All real property or rights thereto, acquired with grant monies shall be subject to an appropriate form of restrictive title, rights, or covenants required and approved by the STATE. If the project property is taken by use of eminent domain, grantee shall reimburse the STATE an amount at least equal to the amount of grant monies received from the STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
10. If eminent domain proceedings are initiated against grantee, grantee shall notify the STATE within 10 days of receiving the complaint.

#### **J. Nondiscrimination**

1. The grantee shall not discriminate against any person on the basis of sex, race, creed, color, national origin, age, religion, ancestry, sexual orientation, disability, medical condition, or marital status in the use of project site(s) as included in the APPLICATION.
2. The grantee shall not discriminate against any person on the basis of residence, and shall not apply differences in admission or other fees on the basis of residence. Fees shall be reasonable and not unduly prevent use by economically disadvantaged members of the public.

#### **K. Severability**

If any provision of this agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the agreement which can be given effect without the invalid provision or application, and to this end the provisions of this contract are severable.

#### **L. Liability**

STATE assumes no responsibility for assuring the safety of construction, site improvements or programs related to the GRANT SCOPE. The STATE's rights under this agreement to review, inspect, and approve the GRANT SCOPE and any final plans of



implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.

**M. Assignability**

Without the written consent of the STATE, the grantee's interest in and responsibilities under this agreement shall not be assignable by the grantee either in whole or in part.

**N. Section Headings**


The headings and captions of the various sections of this agreement have been inserted only for the purpose of convenience and are not a part of this agreement and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this agreement.

**O. Waiver**

Any failure by a party to enforce its rights under this agreement, in the event of a breach, shall *not* be construed as a waiver of said rights; and waiver of any breach under this agreement shall *not* be construed as a waiver of any subsequent breach.

City & County of San Francisco \_\_\_\_\_

Grantee

By:  \_\_\_\_\_  
Signature of Authorized Representative (Position Authorized in the Resolution)

Title: General Manager

Date: 2/28/14

1 [Accept and Expend Grant - Creeks to Peaks Connector Trails Project - \$130,679]

2  
3 **Resolution retroactively authorizing the Recreation and Park Department to accept and**  
4 **expend a grant of \$130,679, for the period of July 1, 2013, through June 30, 2033, from**  
5 **the California Department of Parks and Recreation's Habitat Conservation Fund to**  
6 **support the development of the Creeks to Peaks Connector Trails Project in Twin**  
7 **Peaks and Glen Canyon Park.**

8  
9 WHEREAS, The City and County of San Francisco owns the property located at Twin  
10 Peaks Boulevard on Block 2643, Lot 003 known as "Twin Peaks," and the property located at  
11 Portola Drive on Block 7560, Lot 002 known as "Glen Canyon Park," and,

12 WHEREAS, The City, through the Recreation and Park Department (RPD), operates  
13 and maintains Twin Peaks and Glen Canyon; and,

14 WHEREAS, In 2008, San Francisco voters passed the Clean and Safe Neighborhood  
15 Parks Bond ("2008 Bond"), which allocated \$5 million to the San Francisco Urban Trails  
16 Program to improve access and connectivity, promote conservation of natural resources and  
17 sensitive habitat, and to improve public safety in City parks; and,

18 WHEREAS, The 2008 Bond identified twenty-six park sites, including Twin Peaks and  
19 Glen Canyon Park, as needing trail and habitat restoration; and,

20 WHEREAS, The Creeks to Peaks Connector Trails Project is a project that will connect  
21 with Portola Trail in Twin Peaks with the SOTA Trail in Glen Canyon and proposes  
22 improvements such as trail restoration, repair of existing guardrails, repair of existing steps,  
23 construction of new box steps with handrails, decommissioning social trails to protect  
24 sensitive habitat and improve public safety, implementation of soil erosion control measures,  
25

1 hazardous tree removal, native plant restoration, and installation of park/trail welcome signs,  
2 directional signs and way finding signage; and,

3 WHEREAS, The California Department of Parks and Recreation (CDPR) administers  
4 the Habitat Conservation Fund (HCF) Program, which provides state funds to local entities to  
5 acquire, enhance, restore or develop facilities for public recreation purposes; and,

6 WHEREAS, CDPR has awarded RPD an HCF grant in the amount of \$130,679 to  
7 reconstruct existing trails and develop new trails at Twin Peaks; and,

8 WHEREAS, The terms and conditions of the Grant are detailed in an agreement on file  
9 at the Clerk of the Board of Supervisors in File No. 131156 ("Grant Agreement"), which is  
10 hereby declared to be part of this Resolution as set forth fully herein; and,

11 WHEREAS, The Grant Agreement requires the City to operate and maintain the  
12 project site for the duration of the Contract Performance Period, which extends from July 1,  
13 2013, through June 30, 2033; and,

14 WHEREAS, The Grant does not require an Annual Salary Ordinance (ASO)  
15 Amendment; and,

16 WHEREAS, The Grant prohibits the use of grant funds for indirect costs; now,  
17 therefore, be it

18 RESOLVED, That the Board of Supervisors authorizes the Recreation and Park  
19 Department General Manager to accept and expend the grant of \$130,679 from the California  
20 Department of Parks and Recreation's Habitat Conservation Fund to support the  
21 development of the Creeks to Peaks Connector Trails in Twin Peaks and Glen Canyon Park;  
22 and, be it

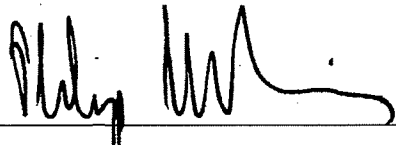
23 FURTHER RESOLVED, That the Board of Supervisors hereby waives inclusion of  
24 indirect costs in the grant budget; and, be it

25 //

1 FURTHER RESOLVED, That the Board of Supervisors authorizes the Director of Real  
2 Estate to record a deed restriction with the Assessor-Recorder against the properties known  
3 as Twin Peaks (designated as Assessor Parcel Block 2643, Lot 003) and Glen Canyon Park  
4 (designated as Assessor Parcel Block 7560, Lot 002), providing that the use restrictions  
5 contained in the Grant Agreement will be covenants, conditions and restrictions on the use of  
6 the properties for the duration of the Contract Performance Period July 1, 2013 through June  
7 30, 2033; and be it

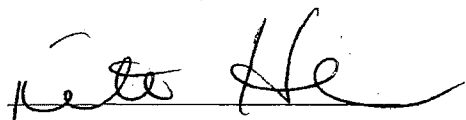
8 FURTHER RESOLVED, That the Board of Supervisors authorizes the General  
9 Manager, or his or her designee, to conduct all negotiations, execute and submit all  
10 documents, including, but not limited to applications, agreements, amendments, payment  
11 requests and so on, which may be necessary for the completion of the project.

12  
13 Recommended:

14  
15   
16 \_\_\_\_\_

17 General Manager, Recreation and Park Department

18  
19 Approved:

20  
21  
22   
23 \_\_\_\_\_

24 Mayor

25   
\_\_\_\_\_

for Controller



City and County of San Francisco

Tails

Resolution

City Hall  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4689

File Number: 131156

Date Passed: May 13, 2014

Resolution retroactively authorizing the Recreation and Park Department to accept and expend a grant of \$130,679, for the period of July 1, 2013, through June 30, 2033, from the California Department of Parks and Recreation's Habitat Conservation Fund to support the development of the Creeks to Peaks Connector Trails Project in Twin Peaks and Glen Canyon Park.

May 07, 2014 Budget and Finance Sub-Committee - RECOMMENDED

May 13, 2014 Board of Supervisors - ADOPTED

Ayes: 11 - Avalos, Breed, Campos, Chiu, Cohen, Farrell, Kim, Mar, Tang, Wiener and Yee

File No. 131156

I hereby certify that the foregoing Resolution was ADOPTED on 5/13/2014 by the Board of Supervisors of the City and County of San Francisco.

Angela Calvillo  
Clerk of the Board

Mayor

Date Approved

RECORDING REQUESTED BY:  
California Department of Parks and Recreation  
Office of Grants and Local Services

WHEN RECORDED MAIL TO:  
Office of Grants and Local Services  
PO Box 942896  
Sacramento, CA 94296-0001  
Attn: Natalie Bee

County: San Francisco  
APN: 2643 003, 2643 017, 2643 023, 7560 002

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SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

**DECLARATION OF RESTRICTIONS**

I. WHEREAS, the CITY AND COUNTY OF SAN FRANCISCO (hereinafter referred to as "Owner") is the recorded owner of certain real property located at 501 Twin Peaks Boulevard, San Francisco, California 94114 (Assessor's Parcel Nos. 2643/003, 2643/017, 2643/023) and at 70 Elk Street, San Francisco, California 94131 (Assessor's Parcel No. 7560/002), as described in Exhibit A, which is attached and incorporated herein by reference (hereinafter referred to as the "Property"); and

II. WHEREAS, the San Francisco Recreation and Park Department (hereinafter referred to as "Grantee") operates and maintains the Property; and

III. WHEREAS, the California Department of Parks and Recreation (hereinafter referred to as "DPR") is a public agency created and existing under the authority of section 5001 of the California Public Resources Code (hereinafter referred to as the "PRC"); and

IV. WHEREAS, Owner(s) (or Grantee) applied to DPR for grant funds available pursuant to the Habitat Conservation Fund, Trails Program for the development of approximately 3,611 linear feet of new trail, restoration of approximately 22,200 square feet of existing trail, reconstruction and realignment of approximately 344 linear feet of the Mission Blue Butterfly Trail, and installation of way-finding and directional signage, tree removal, decommissioning of approximately 640 feet of trails, and creation of trail access on the Property; and



V. WHEREAS, on July 1, 2013, DPR's Office of Grants and Local Services conditionally approved Grant HT-38-003 (hereinafter referred to as "Grant") for the above improvements on the Property, subject to, among other conditions, recordation of this Declaration of Restrictions on the Property; and

VI. WHEREAS, but for the imposition of the Declaration of Restrictions condition of the Grant, the Grant would not be consistent with the public purposes of the Habitat Conservation Fund, Trails Program and the funds that are the subject of the Grant could therefore not have been granted; and

VII. WHEREAS, Owner has elected to comply with the Declaration of Restrictions of the Grant, so as to enable Owner to receive the Grant funds and perform the work described in the Grant;

NOW, THEREFORE, in consideration of the issuance of the Grant funds by DPR, the undersigned Owner for itself and for its heirs, assigns, and successors-in-interest, hereby irrevocably covenants with DPR that the condition of the grant (set forth at paragraphs 1 through 5 and in Exhibit B hereto) shall at all times on and after the date on which this Declaration of Restrictions is recorded constitute for all purposes covenants, conditions and restrictions on the use and enjoyment of the Property that are hereby attached to the deed to the Property as fully effective components thereof.

1. DURATION. (a) This Declaration of Restrictions shall remain in full force and effect and shall bind Owner(s) and all his/her/their assigns or successors-in-interest for the period running from July 1, 2013 through June 30, 2033.

2. TAXES AND ASSESSMENTS. It is intended that this Declaration of Restrictions is irrevocable and shall constitute an enforceable restriction within the meaning of a) Article XIII, section 8, of the California Constitution; and b) section 402.1 of the California Revenue and Taxation Code or successor statute. Furthermore, this Deed Restriction shall be deemed to constitute a servitude upon and burden to the Property within the meaning of section 3712(d) of the California Revenue and Taxation Code, or successor statute, which survives a sale of tax-deeded property.

3. RIGHT OF ENTRY. DPR or its agent or employees may enter onto the Property at times reasonably acceptable to Owner to ascertain whether the use restrictions set forth above are being observed.

4. REMEDIES. Any act, conveyance, contract, or authorization by Owner whether written or oral which uses or would cause to be used or would permit use of the Property contrary to the terms of this Declaration of Restriction will be deemed a violation and a breach hereof. DPR may pursue any and all available legal and/or equitable remedies to enforce the terms and conditions of this Declaration of Restrictions. In the event of a breach, any forbearance on the part of DPR to enforce the terms and provisions hereof shall not be deemed a waiver of enforcement rights regarding any subsequent breach.

5. SEVERABILITY. If any provision of these restrictions is held to be invalid, or for any reason becomes unenforceable, no other provision shall be affected or impaired.

Dated: \_\_\_\_\_, 20 \_\_\_\_

Owner Name: CITY AND COUNTY OF SAN FRANCISCO

Signed: \_\_\_\_\_  
JOHN UPDIKE, DIRECTOR OF REAL ESTATE  
CITY AND COUNTY OF SAN FRANCISCO  
GRANTEE'S AUTHORIZED REPRESENTATIVE

Approved as to form:

Dennis J. Herrera, City Attorney

By: \_\_\_\_\_  
MANU PRADHAN  
DEPUTY CITY ATTORNEY

**\*\*NOTARY ACKNOWLEDGEMENT ON THE NEXT PAGE\*\***

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_, a Notary Public,  
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)



Exhibit A Legal Description of Property (page 1 of 2)

Project No. HT-38-003 Creeks-to-Peaks Trail System Improvement



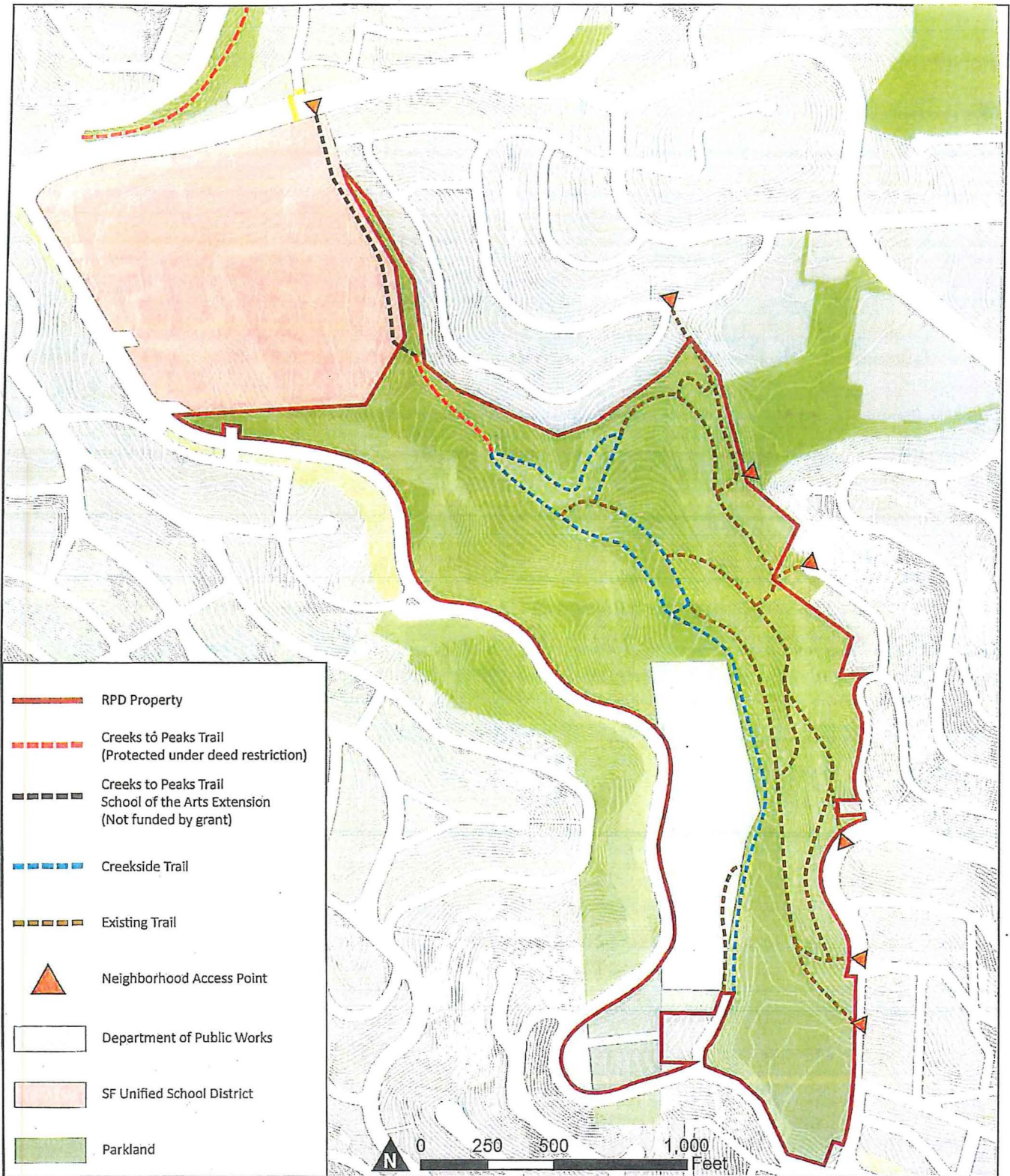
Authorized Representative: \_\_\_\_\_ Date: \_\_\_\_\_  
Recommended: \_\_\_\_\_ Date: \_\_\_\_\_





Exhibit A Legal Description of Property (page 2 of 2)

Project No. HT-38-003 Creeks-to-Peaks Trail System Improvement



Authorized Representative: *[Signature]*

Date: 5.18.17

Recommended: \_\_\_\_\_ Date: \_\_\_\_\_



London Breed, Acting Mayor  
Phil Ginsburg, General Manager

**TO:** Angela Calvillo, Clerk of the Board of Supervisors  
**FROM:** Philip A. Ginsburg, General Manager  
Recreation and Park Department  
**DATE:** January 10, 2018  
**SUBJECT:** Declaration of Deed Restrictions  
**PROJECT TITLE:** Creeks to Peaks Trail System

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Attached please find the original and 4 copies of each of the following:

X Proposed resolution; original signed by Department, Mayor, Controller

X Resolution 152-15

X Grant Agreement C9771016

X Declaration of Restrictions Packet

**Special Timeline Requirements:**

Need Final Board approval to file Declaration of Restriction by January 30, 2018 to close out grant before it expires March 30, 2018.

Departmental representative to *receive* a copy of the adopted resolution:

Name: Toni Moran

Phone: 415 581-2555

Interoffice Mail Address: [toni.moran@sfgov.org](mailto:toni.moran@sfgov.org)

Certified copy required Yes

No

2018 FEB - 9 PM 3:40  
BOARD OF SUPERVISORS  
SAN FRANCISCO