

TERMINATION AGREEMENT

(Geneva Office Building and Power House Lease Disposition and Development Agreement)

THIS TERMINATION AGREEMENT (this "Termination") is made as of September ____, 2015 by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, acting by and through its Recreation and Park Commission ("City"), and FRIENDS OF GENEVA OFFICE BUILDING AND POWER HOUSE, a California non-profit corporation ("Friends").

RECITALS

A. City and Friends entered into that certain Geneva Office Building and Power House Lease Disposition and Development Agreement with respect to certain improved real property in the City and County of San Francisco, State of California, located at the corner of Geneva Avenue and San Jose Avenue under the jurisdiction of the Recreation and Park Commission (the "LDDA"). City and Friends are sometimes collectively referred to as the "Parties."

B. City and Friends have mutually agreed not to pursue the project contemplated by the LDDA in the manner set forth in the LLDA at this time.

C. City and Friends now desire to terminate the LDDA in accordance with the terms and provisions hereof.

NOW, THEREFORE, in accordance with the above recitals, the truth and accuracy of which are hereby acknowledged, the undersigned hereby declare that:

1. Termination. For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby permanently and forever terminate the LDDA as of the Effective Date described below and agree that the LDDA shall no longer be of any force or effect. Neither Party shall have any continuing obligation under the LDDA from and after the Effective Date.

2. No Prior Assignment. Friends has not previously assigned, conveyed, or otherwise transferred any of its rights in and to the LDDA to any other person or party.

3. Valid Execution. The execution and delivery of this Termination by Friends has been duly and validly authorized by all necessary action. This Termination will be a legal, valid and binding obligation of Friends, enforceable against Friends in accordance with its terms. At City's written request Friends shall provide to City a written resolution of Friends authorizing the execution of this Termination.

4. Binding Effect. This Termination shall be binding upon, enforceable by and against and inure to the benefit of the Parties and their respective successors and assigns.

5. Attorneys' Fees. If any dispute arises between the Parties hereto concerning the meaning or interpretation of any provision of this Termination, then the Party not prevailing in such dispute shall pay any and all costs and expenses incurred by the other Party on account of establishing its rights under this Termination, including, without limitation, attorneys' fees and costs. For purposes of this Termination, the reasonable fees of attorneys of City's Office of City Attorney 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. The prevailing party shall be determined based upon an assessment of which party's major arguments or positions taken in the action or proceeding could fairly be said to have prevailed (whether by compromise, settlement, abandonment by the other party of its claim or defense, final decision, after any appeals, or otherwise) over the other party's major arguments or positions on major disputed issues. Any attorneys' fees incurred in enforcing a judgment shall be recoverable separately from any other amount included in the judgment and shall survive and not be merged in the judgment.

6. Governing Law. This Termination shall be governed and construed in accordance with the laws of the State of California.

7. Entire Agreement. This instrument contains the entire agreement between the Parties and all prior written or oral negotiations, understandings and agreements are merged herein.

8. Counterparts. This Termination may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9. Effective Date. This Termination shall become effective on the date (the "Effective Date") which is the later of: (i) the date on which the Parties have executed and delivered this Termination, and (ii) the effective date of a resolution by the City's Board of Supervisors approving this Termination and authorizing the City's execution.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have caused this Termination to be duly executed and delivered as of the date first written above.

FRIENDS: FRIENDS OF GENEVA OFFICE BUILDING AND POWER HOUSE, a California non-profit corporation

By: _____
Its: _____

By: _____
Its: _____

CITY: CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation

By: _____
PHILIP A. GINSBURG
General Manager
Recreation and Park Department

APPROVED BY
RECREATION AND PARK COMMISSION
PURSUANT TO RESOLUTION NO. _____

DATED: _____

Margaret McArthur, Commission Liaison

APPROVED AS TO FORM:

DENNIS J. HERRERA
City Attorney

By: _____
Anita L. Wood
Deputy City Attorney