

1 [Lease Agreement - State of California - Rincon Hill Dog Park]

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3 **Resolution approving the execution of a Lease Agreement for a portion of Assessor**  
4 **Block No. 3766, Lot No. 011, by and between the City and County of San Francisco, and**  
5 **the State of California, acting by and through its Department of Transportation**  
6 **(Caltrans); and adopting environmental findings and other findings that the actions set**  
7 **forth in this Resolution are consistent with the City’s General Plan and Eight Priority**  
8 **Policies; and authorizing other actions in furtherance of this Resolution.**

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10 WHEREAS, Neighborhood residents within Rincon Point-South Beach have long  
11 expressed a desire for additional park and open space amenities within their neighborhood,  
12 voicing those concerns through an established Citizens Advisory Committee; and

13 WHEREAS, Caltrans has identified a suitable Caltrans-owned property at the  
14 northwest corner of Beale Street and Bryant Street, Lot 011, Block 3766 (the “Property”),  
15 capable of accommodating public open space, appropriate hardscape and softscape  
16 improvements, a historical plaque and an off-leash dog area; and

17 WHEREAS, Caltrans has agreed to lease the Property to the City, and City has agreed  
18 to lease the Property from Caltrans, upon the terms and conditions generally contained in the  
19 form of lease on file with the Clerk of Board of Supervisors in File No. 111215 and  
20 incorporated herein by reference (the “Lease”); and

21 WHEREAS, Caltrans has agreed to improve the Property as a park, designed in  
22 concert with the neighborhood represented by the Citizens Advisory Committee, with the park  
23 improvements funded and delivered by Caltrans; and

24 WHEREAS, City has agreed to accept the maintenance responsibilities of the park  
25 once constructed and the Rincon Point-South Beach neighborhood has agreed to coordinate

1 their efforts through a Gateway Program Business Sponsorship, to yield reimbursement to the  
2 City for City's costs of leasing the Property and maintaining the Property; and

3 WHEREAS, The lease has an initial term of ten years commencing upon completion of  
4 the park construction by Caltrans, at a lease rate of \$5,000.00 for the entire initial ten year  
5 term; and

6 WHEREAS, The Lease has two five-year options for renewal after the initial ten year  
7 term, at a rate to be negotiated between the parties; and

8 WHEREAS,, In a letter to the Department of Real Estate dated June 13, 2011, the  
9 City's Planning Department found that the Lease is consistent with the City's General Plan  
10 pursuant to Section 4.105 of the Charter and Section 2A.53 of the Administrative Code. A  
11 copy of such letter is on file with the Clerk of the Board of Supervisors in File No. 111215 and  
12 is incorporated herein by reference. The Board of Supervisors finds that the actions  
13 contemplated in this Resolution are consistent with the City's General Plan and with the  
14 Charter Section 4.105 and Administrative Code Section 2A.53 for the reason set forth in said  
15 letter; now, therefore, be it

16 RESOLVED, That in accordance with the recommendation of the Director of Property,  
17 the Director of Property is hereby authorized to take all actions on behalf of the City and  
18 County of San Francisco necessary to effect the Lease; and, be it

19 FURTHER RESOLVED, That the Lease shall include a clause indemnifying, holding  
20 harmless, and defending Caltrans and its agents from and against any and all claims, costs  
21 and expenses incurred as a result of any default by the City in performance of any of its  
22 material obligations under the Lease, or any negligent acts or omissions of the City or its  
23 agents, in, on, or about the Property, excluding those claims, costs and expenses incurred as  
24 a result of the negligence or willful misconduct of Caltrans or its agents; and be it

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