

1 [Lease of Real Property at 100 Larkin Street]

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3 **Resolution authorizing the lease of 683 square feet of space to the Nasra Family**  
4 **Partnership, in the Main Library located at 100 Larkin Street on behalf of the San**  
5 **Francisco Public Library.**

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7 WHEREAS, The San Francisco Public Main Library, County of San Francisco, is  
8 located at 100 Larkin Street; and

9 WHEREAS, The San Francisco Public Main Library employees and patrons desire to  
10 have a quality café operating within the premises; and

11 WHEREAS, The Real Estate Division has completed a competitive solicitation to secure  
12 a café operator within 683 rentable square feet at 100 Larkin Street at a market rental rate; and

13 WHEREAS, The Library Commission is anticipated to pass its enabling Resolution  
14 approving the lease on June 18, 2009. Said Resolution shall be placed on file with the Clerk of  
15 the Board of Supervisors under File No. \_\_\_\_\_ and is incorporated herein by  
16 reference; now, therefore, be it

17 RESOLVED, That in accordance with the recommendation of the City Librarian  
18 of the City and County of San Francisco and the Director of Property, the Director of Property  
19 is hereby authorized to take all actions, on behalf of the City and County of San Francisco, as  
20 Landlord, to execute a lease with the Nasra Family Partnership, a general partnership, as  
21 Tenant for 100 Larkin Street, San Francisco, California (the "Lease"), substantially in the form  
22 on file with the Clerk of the Board of Supervisors in File No. \_\_\_\_\_; and, be it

23 FURTHER RESOLVED, That the term of the Lease shall be two years with a  
24 commencement date of July 1, 2009; and, be it

25 FURTHER RESOLVED, That the monthly base rent shall be \$1,250 upon

commencement, modified gross; and, be it

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FURTHER RESOLVED, That the Lease shall contain two 2-year options for renewal by Tenant if mutually agreed to by the City, based on the same terms and conditions except that the base rent shall be adjusted to a rate agreeable to both the City and Tenant; and, be it

FURTHER RESOLVED, That the Lease shall include a clause approved by the City Attorney, indemnifying and holding harmless the City from and agreeing to defend the City against any and all claims, costs and expenses, including, without limitation, reasonable attorney's fees, incurred as a result of Tenant's use of the premises, any default by the Tenant in the performance of any of its obligations under the Lease or any acts or omissions of Tenant or its agents, in, on or about the premises or the property on which the premises are located, excluding those claims, costs and expenses incurred as a result of the active gross negligence or willful misconduct of City or its agents; and, be it

FURTHER RESOLVED, That all actions heretofore taken by any employee or official of the City with respect to this Lease are hereby approved, confirmed and ratified; and, be it

FURTHER RESOLVED, That the Board of Supervisors authorizes the Director of Property to enter into any amendments or modifications to the Lease that the Director of Property determines, in consultation with the City Attorney, are in the best interest of the City, do not materially reduce the rent or otherwise materially increase the obligations or liabilities of the City, are necessary or advisable to effectuate the purposes of the Lease and are in compliance with all applicable laws, including City's Charter.

RECOMMENDED:

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Luis Herrera

Amy L. Brown

City Librarian  
San Francisco Public Library

Director of Property

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