

1 [Lease of Real Property - Sixth Street Baldwin House, LLC - 72-Sixth Street]

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3 **Resolution authorizing the lease with Sixth Street Baldwin House, LLC, of**
4 **approximately 1,932 rentable square feet of ground space located at 72-Sixth Street for**
5 **the San Francisco Police Department.**

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7 WHEREAS, The San Francisco Police Department is a law enforcement agency
8 committed to the protection of life and property and the prevention of crime; and,

9 WHEREAS, The Real Estate Division has negotiated a lease with Sixth Street Baldwin
10 House, LLC, for 1,932 rentable square feet at 72-Sixth Street (the "Premises") which
11 accommodates a San Francisco Police Department substation within the South of Market
12 Redevelopment Project Area; and,

13 WHEREAS, In accordance with the recommendation of the Chief of Police and the
14 Director of Property, the Director of Property is hereby authorized to take all actions, on behalf
15 of the City and County of San Francisco ("City"), as tenant, to execute a lease (the "Lease")
16 with Sixth Street Baldwin House, LLC as Landlord ("Landlord"), for the Premises on file with
17 the Clerk of the Board of Supervisors in File No. 111193; and,

18 WHEREAS, The initial term of the Lease shall be three years with an estimated
19 commencement date of June 1, 2012 following the substantial completion of the leasehold
20 improvements and acceptance by City's Director of Property (the "Commencement Date");
21 and,

22 WHEREAS, The monthly base rent of the Lease shall be \$2,898 per month and such
23 rent shall be adjusted annually using the Consumer Price Index, however in no event shall the
24 monthly base rent be less than 1.5% or more than 3% of the monthly base rent in effect for
25 the last full month immediately prior to the adjustment date; and,

1 WHEREAS, The Lease shall provide three extension options of two years each; and,

2 WHEREAS, The Landlord shall construct substantial leasehold improvements at
3 Landlord's sole cost pursuant to construction documents approved by City as more
4 particularly described in the Lease; and,

5 WHEREAS, The Director of Planning Department, by letter dated September 23, 2011,
6 has found that the Lease is consistent with the City's General Plan and with the Eight Priority
7 Policies of City Planning Code Section 101.1, and is categorically exempt from Environmental
8 Review, a copy of these findings is on file with the Clerk of the Board of Supervisors under
9 File No. 111193 and are incorporated herein by reference, now, therefore, be it

10 RESOLVED, That the Lease shall include a clause approved by the City Attorney,
11 indemnifying and holding harmless the Landlord from and agreeing to defend the Landlord
12 against any and all claims, costs and expenses, including, without limitation, reasonable
13 attorney's fees, incurred as a result of City's use of the Premises, any default by the City in
14 the performance of any obligations under the Lease, any negligent acts or omissions of City or
15 its agents or invitees, in, on or about the Premises or the property on which the Premises are
16 located, excluding those claims, costs and expenses incurred as a result of the active gross
17 negligence or willfull misconduct of Landlord or its agents, or any breach of City's
18 representations or warranties under the Lease; and, be it

19 FURTHER RESOLVED, That in accordance with the recommendation of the Chief of
20 Police and Director of Property, the Board of Supervisors hereby approves the Lease and the
21 transaction contemplated thereby in substantially the form of such agreement presented to the
22 Board and authorizes the Director of Property to execute the Lease; and, be it

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

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

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8 \$2,898.00

9 Index Code: 385036

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12 Controller

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17 Recommended:

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20 Chief of Police
21 San Francisco Police Department

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24 Director of Property
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