

1 [Agreement - Granting Easement - 1 Cashmere Street]

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3 **Resolution: 1) approving and authorizing an agreement to grant a nonexclusive**  
4 **perpetual easement in gross over and through the easement area within Assessor's**  
5 **Parcel No. 4720/006, a City parcel located at 1 Cashmere Street, San Francisco,**  
6 **California, for its improvement and maintenance; 2) adopting findings that the**  
7 **conveyance is in conformity with the City's General Plan Referral, as required by**  
8 **Section 4.105 of the Charter and Section 2A.53 of the Administrative Code, and is**  
9 **consistent with the Eight Priority Policies of City Planning Code Section 101.1; 3)**  
10 **adopting that the Department of City Planning determined that the project was**  
11 **evaluated in the Hunters View Redevelopment Project Environmental Impact Report**  
12 **(Case No. 2007.0168E) and certified on June 12, 2008; and 4) authorizing the City's**  
13 **Acting Director of Property to execute documents, make certain modifications, and**  
14 **take certain actions in furtherance of this Resolution.**

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16 WHEREAS, The City and County of San Francisco (City) owns certain real property  
17 under the jurisdiction of the Human Services Agency (HSA) located at 1 Cashmere Street,  
18 San Francisco, CA (the "Property"), that is currently leased to the Sojourner Truth School; and

19 WHEREAS, Hunters View Associates, L.P., a California limited partnership (the  
20 "Grantee"), desires to obtain certain easement rights in, over and across the easement area  
21 described in the Agreement Granting Easement on file with the Clerk of the Board of  
22 Supervisors in File No. 120413, which is hereby declared to be a part of this resolution as if  
23 set forth fully herein, for the purpose of constructing and maintaining a concrete pedestrian  
24 walkway, facilities necessary to provide electrical power to the lighting and irrigation controls  
25 located on the Property, and related amenities to be used by the public; and

1 WHEREAS, The Grantee shall be solely responsible for the design, construction,  
2 maintenance, repair and/or replacement of any and all improvements installed, constructed, or  
3 placed on the easement area by Grantee in accordance with the Agreement Granting Easement;  
4 the easement area and all such improvements thereon shall be maintained in good condition  
5 and repair by Grantee, in accordance with applicable laws and ordinances, at the sole expense  
6 of Grantee; and Grantee shall make all reasonable efforts to keep the general area free of litter  
7 and promote the use of the new pedestrian walkway for purposes of peaceable passage through  
8 the easement area; and

9 WHEREAS, The City reserves and retains all rights related to the easement area,  
10 including but not limited to: (i) the right at all times to post and keep posted on the property any  
11 notices permitted or required by law or that City deems proper for its protection;  
12 (ii) the right to use the easement area; (iii) the right to grant future easements and rights of way  
13 over, across, under, along, in and upon the easement area as City shall determine; and (iv) the  
14 right to maintain or install telecommunication facilities or other City facilities or property in, upon,  
15 over, under, across and along the easement area; provided that such use, easements, rights of  
16 way and facilities do not interfere with Grantee's rights, except as otherwise set forth in the  
17 Agreement Granting Easement; and

18 WHEREAS, The Grantee shall be allowed to assign the Agreement Granting Easement  
19 to the HV Community Association, Inc., a California nonprofit mutual benefit corporation, upon  
20 completion of the Hunters View Redevelopment Project and lease of its initial units; and

21 WHEREAS, the Director of the Department of City Planning by letter dated October 11,  
22 2011, a copy of which is on file with the Clerk of the Board of Supervisors in File No. 120413,  
23 and is hereby declared to be a part of this resolution as if set forth fully herein, found that the  
24 conveyance of the necessary property rights for the project is consistent with the City's  
25 General Plan and with the Eight Priority Policies of Planning Code Section 101.1 and that the

1 project was evaluated in the Hunters View Redevelopment Project Environmental Impact  
2 Report (Case No. 2007.0168E, which was certified on June 12, 2008; and

3 WHEREAS, The City's HSA Director and the Acting Director of Property reviewed the  
4 proposed construction of a pedestrian walkway and related amenities within the easement  
5 area of the property at 1 Cashmere Street and have determined that the proposed  
6 improvement work is for the public benefit with no negative impact on the Sojourner Truth  
7 School; now, therefore, be it

8 RESOLVED, That the Board of Supervisors of the City and County of San Francisco  
9 hereby finds that the Agreement Granting Easement is consistent with the General Plan and  
10 with the Eight Priority Policies of City Planning Code Section 101.1 for the same reasons as  
11 set forth in the letter by the Director of Planning dated October 11, 2011, and hereby  
12 incorporates such findings by reference as though fully set forth in this resolution; and, be it

13 FURTHER RESOLVED, That in accordance with the recommendation of the HSA  
14 Director and the Acting Director of Property, the Board of Supervisors hereby approves the  
15 Agreement Granting Easement and the transaction contemplated thereby in substantially the  
16 form of such agreement presented to the Board; and, be it

17 FURTHER RESOLVED, that the Board of Supervisors authorizes the Acting Director of  
18 Property to enter into any additions, amendments or other modifications to the Agreement  
19 Granting Easement (including, without limitation, the attached exhibits) that the Acting Director  
20 of Property, together with the City Attorney, determine are in the best interest of the City, do  
21 not decrease the revenues to the City, or do not materially increase the obligations of liabilities  
22 of either the HSA or the City and are advisable to complete the transaction contemplated by  
23 the Agreement Granting Easement and to effectuate the purpose and intent of this resolution,  
24 such determination to be conclusively evidenced by the execution and delivery by the Acting  
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1 Director of Property of the Agreement Granting Easement and any additions or amendments  
2 thereto; and, be it

3 FURTHER RESOLVED, That the Acting Director of Property is hereby authorized and  
4 urged in the name and on behalf of the City to execute the Agreement Granting Easement to  
5 grant easement rights to the Grantee in accordance with the terms and conditions of the  
6 Agreement Granting Easement, and to do any and all steps (including, but not limited to, the  
7 execution and delivery of any and all certificates, agreements, notices, consents, escrow  
8 instructions, closing documents and other instruments or documents) as the Acting Director of  
9 Property deems necessary or appropriate pursuant to the Agreement Granting Easement or  
10 to otherwise effectuate the purpose and intent of this resolution, such determination to be  
11 conclusively evidenced by the execution and delivery by the Acting Director of Property of any  
12 such documents.

13 RECOMMENDED:

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Acting Director of Property

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Director, Human Services Agency