

File No. 101479

Committee Item No. 4

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee
2011

Date: February 2, 2011

Board of Supervisors Meeting

Date _____

Cmte Board

<input type="checkbox"/>	<input type="checkbox"/>	Motion
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Resolution
<input type="checkbox"/>	<input type="checkbox"/>	Ordinance
<input type="checkbox"/>	<input type="checkbox"/>	Legislative Digest
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Budget Analyst Report
<input type="checkbox"/>	<input type="checkbox"/>	Legislative Analyst Report
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ethics Form 126
<input type="checkbox"/>	<input type="checkbox"/>	Introduction Form (for hearings)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Department/Agency Cover Letter and/or Report
<input type="checkbox"/>	<input type="checkbox"/>	MOU
<input type="checkbox"/>	<input type="checkbox"/>	Grant Information Form
<input type="checkbox"/>	<input type="checkbox"/>	Grant Budget
<input type="checkbox"/>	<input type="checkbox"/>	Subcontract Budget
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contract/Agreement
<input type="checkbox"/>	<input type="checkbox"/>	Award Letter
<input type="checkbox"/>	<input type="checkbox"/>	Application
<input type="checkbox"/>	<input type="checkbox"/>	Public Correspondence

OTHER

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Completed by: Victor Young

Date: January 28, 2011

Completed by: Victor Young

Date: _____

An asterisked item represents the cover sheet to a document that exceeds 25 pages. The complete document is in the file.

1 [Sale of Surplus Property - 909 Tennessee - \$1,310,000]

2
3 **Resolution approving the sale of an improved surplus property located at 909**
4 **Tennessee, within Lot 001, Block 4108, City and County of San Francisco, for a**
5 **purchase price of \$1,310,000; adopting findings pursuant to the California**
6 **Environmental Quality Act; adopting findings that the conveyance is consistent with**
7 **the City's General Plan and Eight Priority Policies of City Planning Code Section 101.1;**
8 **and authorizing the Director of Property to execute documents, make certain**
9 **modifications and take certain actions in furtherance of this Resolution.**

10
11 WHEREAS, The City and County of San Francisco owns an "L" shaped parcel of real
12 property located at the corner of 20th Street and Third Street and extending from Third Street
13 to Tennessee Street, commonly known as Assessor's Block 4108, Lot 001; and,

14 WHEREAS, The 50 foot by 100 foot portion of such parcel that fronts Tennessee
15 Street, commonly known as 909 Tennessee Street (the "Subject Property"), which is not a
16 separate legal parcel, is under the jurisdiction of the San Francisco Fire Department; and,

17 WHEREAS, The Subject Property is improved with an unreinforced masonry building
18 that is used currently only for storage, and would require extensive improvements for further
19 use; and,

20 WHEREAS, The Fire Commission has by Fire Commission Resolution No. 2010-05,
21 approved 5-0 on August 26, 2010, a copy of which is on file with the Clerk of the Board of
22 Supervisors in File No. 101479 declared the Subject Property to be surplus and requested
23 that the Subject Property be sold at a public sale; and,

1 WHEREAS, the Fire Department budget as shown in the adopted AAO for Fiscal Year
2 2010-2011 reflected anticipated revenue of \$725,000 from the sale of the Subject Property;
3 and,

4 WHEREAS, In accordance with the Fire Commission Resolution sealed bids were
5 received at a public bid opening on November 23, 2010 and the Director of Property
6 recommends acceptance of the highest bid, a bid price of \$1,310,000 in accordance with the
7 terms and conditions of the Agreement of Sale of Real Estate (the "Agreement"), a copy of
8 which is on file with the Clerk of the Board of Supervisors in File No.101479; and,

9 WHEREAS, The Director of Planning, by letter dated July 27, 2010, found that the
10 sale of the Subject Property is categorically exempt from environmental review pursuant to
11 CEQA guidelines and is consistent with the City's General Plan and the Eight Priority Policies
12 of City Planning Code Section 101.1, which letter is on file with the Clerk of the Board of
13 Supervisors in File No.101479, and which letter is incorporated herein by this reference;
14 now, therefore, be it

15 RESOLVED, That the Board of Supervisors hereby adopts the findings set forth in the
16 letter of the Director of Planning, dated July 27, 2010, that the sale of the Subject Property is
17 categorically exempt from environmental review pursuant to CEQA guidelines and is
18 consistent with the City's General Plan and the Eight Priority Policies of City Planning Code
19 Section 101.1 for the same reasons as set forth in the letter of the Director of Planning, and
20 hereby incorporates such findings by reference as though fully set forth in this resolution; and,
21 be it

22 FURTHER RESOLVED, That the Board of Supervisors hereby approves the
23 Agreement and the transaction contemplated thereby and authorizes the Director of Property
24
25

1 to enter into any additions, amendments or other modifications to the Agreement (including,
2 without limitation, the attached exhibits) that the Director of Property, in consultation with the
3 City Attorney, determines are in the best interest of the City, do not decrease the sales price
4 for the Subject Property or otherwise materially increase the obligations or liabilities of the
5 City, and are necessary or advisable to complete the transaction contemplated in the
6 Agreement and effectuate the purpose and intent of this Resolution, such determination to be
7 conclusively evidenced by the execution and delivery by the Director of Property of the
8 Agreement and any amendments thereto; and, be it

9 FURTHER RESOLVED, That the Director of Property is hereby authorized and urged,
10 in the name and on behalf of the City and County, to execute and deliver the deed to the
11 Subject Property to the purchaser upon the closing in accordance with the terms and
12 conditions of the Agreement, and to take any and all steps (including, but not limited to, the
13 execution and delivery of any and all certificates, agreements, notices, consents, escrow
14 instructions, closing documents and other instruments or documents) as the Director of
15 Property deems necessary or appropriate in order to consummate the conveyance of the
16 Subject Property pursuant to the Agreement, or to otherwise effectuate the purpose and intent
17 of this resolution, such determination to be conclusively evidenced by the execution and
18 delivery by the Director of Property of any such documents.

19
20 RECOMMENDED:

21 

22 Amy Brown
23 Director of Property

24 (Real Estate)

Page 3

25 BOARD OF SUPERVISORS

11/29/2010

Item 4
File 10-1479

Department:
San Francisco Fire Department; Real Estate Division

EXECUTIVE SUMMARY

Legislative Objective

- The proposed resolution would (1) approve the sale by the Fire Department of a building located at 909 Tennessee Street to Wayneco Heavy Industries, LLC, in the amount of \$1,310,000, (2) adopt the Planning Department's findings pursuant to the California Environmental Quality Act (CEQA), the City's General Plan and the Eight Priority Policies of City Planning Code Section 101.1, and (3) authorize the Director of Property to take any and all steps to complete the sale of the building.

Key Points

- The Fire Department, as part of its FY 2010-2011 budget previously approved by the Board of Supervisors, decided to sell the building at 909 Tennessee Street and \$725,000 of anticipated sale proceeds was included in the Fire Department's FY 2010-2011 budget.
- The City's Planning Department has determined that the sale of the subject building is (a) categorically exempt from CEQA, and (b) consistent with the City's General Plan and the Eight Priority Policies of City Planning Code Section 101.1.
- On November 23, 2010, the Real Estate Division conducted a sealed bid public auction, setting minimum bid at \$340,000, the appraised value of the subject building. Nine bids, ranging from \$377,000 to \$1,310,000, were received. The highest bid by Wayneco Heavy Industries, LLC, at \$1,310,000 was selected as the winning bidder.

Fiscal Impacts

- Approval of the proposed resolution would generate \$1,244,037 (\$1,310,000 sales price less \$65,963 in related administrative costs) in FY 2010-2011, of which (a) \$725,000 would accrue to the Fire Department's FY 2010-2011 budget as previously approved by the Board of Supervisors and (b) the balance of \$519,037 (\$1,244,037 less \$725,000) would accrue to the City's General Fund Reserve.
- Wayneco Heavy Industries would pay \$15,248 in annual Property Taxes, based on the proposed sale price of \$1,310,000 at the current combined Property Tax rate of \$1.164.

Policy Considerations

- The Surplus City Property Ordinance, in Chapter 23A of the City's Administrative Code, states that the City shall use surplus City property to provide housing for the homeless. If the surplus City property is unsuitable for housing, the surplus City property will be sold to generate income to provide such housing.
- The proceeds from the sale of the subject 909 Tennessee Street property would accrue to the City's General Fund and would not be expended for housing under the proposed ordinance. However, the FY 2010-11 Annual Appropriation Ordinance, as previously approved by the Board of Supervisors, authorizes the Fire Department to sell the 909 Tennessee Street property.

Therefore, the \$725,000 of net proceeds should be credited to the Fire Department's FY 2010-2011 budget.

Recommendations

- Approval of the proposed resolution is a policy decision for the Board of Supervisors.
- If the Board of Supervisors approves the proposed resolution, the Board of Supervisors should first amend the resolution to specify the use of the remaining \$519,037 (\$1,244,037 in net sale proceeds less \$725,000 accruing to the Fire Department) for either (a) permanent housing for people who are homeless, as provided in the Surplus City Property Ordinance, or (b) an allocation to the City's General Fund Reserve.

MANDATE STATEMENT / BACKGROUND**Mandate Statement**

In accordance with Section 9.118(c) of the City's Charter, any sale of real property owned by the City and County of San Francisco must first be approved by resolution of the Board of Supervisors.

Background

Between 1925, when it was originally constructed, and 1970, the San Francisco Fire Department actively operated a fire station, Fire Station No. 16, at 909 Tennessee Street near 20th Street in Potrero Hill. On July 1, 1970, Fire Station No. 16 was deactivated as an operating Fire Station due to City budget reductions. Since 1970, the Fire Department has only used this 6,113 square foot, two-story building to store old or infrequently used fire equipment, such as vintage fire trucks.

According to Mr. Mark Corso, Chief Financial Officer of the Fire Department, the Fire Department originally proposed the sale of the 909 Tennessee Street property as part of the FY 2009-2010 mid-year reductions in General Fund monies, as requested by the Mayor's Office in December 2009. However, due to the lengthy sale process, the Fire Department determined that the sale of the 909 Tennessee Street property could not be completed in FY 2009-2010. As a result, the sale of the 909 Tennessee Street property was included in the Fire Department's FY 2010-2011 budget, as previously approved by the Board of Supervisors, which reflects anticipated one-time revenues of \$725,000 from the sale of the Fire Department's building at 909 Tennessee Street.

In preparation for sale, the Real Estate Division (RED) requested that the City's Planning Department make a determination, in accordance with the California Environmental Quality Act (CEQA). According to a letter from the Planning Department, dated July 27, 2010, the sale of the subject building is "categorically exempt from CEQA per guidelines Section 15312, Surplus Government Property Sales". The Planning Department has also determined that the sale of the building at 909 Tennessee Street is consistent with the City's General Plan and the Eight Priority Policies of City Planning Code Section 101.1¹.

According to Mr. John Updike, Assistant Director of the Real Estate Division, in June 2010, Clifford Associates prepared a fair market value appraisal of \$340,000 for the subject building at 909 Tennessee Street. Mr. Updike advises that this fair market appraisal is relatively low because the building requires significant repairs in order for any type of use. Mr. Updike states

¹ Proposition M, passed by San Francisco voters on November 4, 1986, requires the City's Master Plan to comply with the Eight Priority Principles laid out in City Planning Code Section 101.1, which mandate: (1) preserving landmarks and historic buildings, (2) protecting parks and open space from development, (3) preparing the City for earthquakes, (4) encouraging a diverse economic base, (5) maintaining and increasing the City's supply of affordable housing, (6) preserving existing housing and neighborhood character, (7) preserving and enhancing neighborhood-serving retail uses, and (8) ensuring that commuter traffic will not impede Muni transit service or overburden City streets or neighborhood parking.

that in 2005, the City's Department of Public Works estimated the cost to repair the building for the Fire Department's use as a fire station, including seismic strengthening, at \$2,151,370.

On August 26, 2010, the San Francisco Fire Commission unanimously voted to declare the subject building as surplus to City needs and requested that the building be sold at a public auction. The findings in the Fire Commission's Resolution 2010-05, (1) the building is an unreinforced masonry building that is currently used only for storage and would require extensive seismic and other code improvements for further use, (2) the Fire Department does not require the building to fulfill the Fire Department's mission, and (3) the Fire Department has no plans to use or further occupy the building.

Mr. Updike states that the Real Estate Division conducted a sealed bid public auction on November 23, 2010. The minimum bid price was \$340,000, which was the fair market value appraisal. Mr. Updike states that RED received nine bids, ranging from \$377,000 to \$1,310,000. Mr. Updike states that RED selected the highest bid of \$1,310,000, with no contingencies or conditions of purchase.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would (1) authorize the sale of a Fire Department building located at 909 Tennessee Street to Wayneco Heavy Industries, LLC in the amount of \$1,310,000, (2) adopt the Planning Department's findings pursuant to the California Environmental Quality Act, the City's General Plan and the Eight Priority Policies, and (3) authorize the Director of Property to take any and all steps to consummate the sale of the building.

According to Mr. Updike, the highest bid received was submitted by Wayneco Heavy Industries, LLC in the amount of \$1,310,000. Mr. Updike states that the principal of Wayneco Heavy Industries, LLC is Mr. Wayne de Geere III, who is a neighborhood resident. Subject to the City's approval processes, Mr. de Geere III intends to rehabilitate the building into a mixed-use residential building with limited ground floor retail or office space.

As stated above, the Real Estate Division requested that the City's Planning Department make a determination under the California Environmental Quality Act (CEQA) relative to the sale of the subject property. According to a letter from the Planning Department, dated July 27, 2010, the sale of the subject building is "categorically exempt from CEQA per guidelines Section 15312, Surplus Government Property Sales" because the sale itself does not have an environmental impact. However, according to Mr. Updike, any alterations that Wayneco Heavy Industries performs to the building, since the building is eligible for listing but not currently on the National Register of Historic Places, may require a subsequent CEQA review. The Planning Department also determined that the sale of the building at 909 Tennessee Street is consistent with the City's General Plan and the Eight Priority Policies.

Mr. Updike notes that Wayneco Heavy Industries has deposited \$131,000, or ten percent of the purchase price of \$1,310,000, in escrow. According to the proposed purchase property agreement between the City and Wayneco Heavy Industries, the agreement becomes effective upon approval by the Board of Supervisors, with a closing date within 60 days following such approval.

FISCAL IMPACT

As discussed above, the Fire Department's FY 2010-2011 budget as previously approved by the Board of Supervisors, reflects anticipated revenue, from the sale of the Fire Department's building at 909 Tennessee Street, at \$725,000.

As shown in Table 1 below, the sale of the building at 909 Tennessee Street will generate net proceeds of \$1,244,037 (\$1,310,000 sale price less \$65,963 in administrative costs). Mr. Updike states that the costs of the sale include (a) \$39,000 for staffing² costs of the Real Estate Division and (b) \$26,963 preparation³ costs by the Fire Department. Mr. Updike states that Wayneco Heavy Industries will pay all closing costs related to the sale.

Table 1: Estimated Distribution of the Proceeds from the Sale of 909 Tennessee Street		
Item	Expenditures	Revenue
Sale Price of 909 Tennessee Street		\$1,310,000
Total Revenue		\$1,310,000
Staff Costs – Real Estate Division	\$39,000	
Closing Costs ⁴	0	
Preparation Costs – Fire Department	26,963	
Total Expenditures	\$65,963	
Net Proceeds		\$1,244,037

Based on the data shown in Table 1 above, the Budget and Legislative Analyst notes that the proposed sale of 909 Tennessee Street will generate an additional \$519,037 over the anticipated budgeted revenues of \$725,000 included in the Fire Department's FY 2010-11 budget (\$1,244,037 net proceeds less \$725,000 assumed revenue in the Fire Department's FY 2010-11 budget).

Mr. Updike, in consultation with the City Attorney's Office and the Controller's Office, states that from the anticipated \$1,244,037 in net proceeds from the sale of the building at 909 Tennessee Street, (a) \$725,000 would accrue to the Fire Department as previously approved by the Board of Supervisors and (b) the remaining \$519,037 would be deposited to the City's General Fund Reserve.

² Staff costs for appraisal review, development of offering documents, preparation of property for showings, publicity for sale, tours of property, handling inquiries, executing bid process, processing Board of Supervisors approval and coordinating close of escrow.

³ The Fire Department has paid directly, through work orders to the Real Estate Division, a total of \$26,963 for services including (a) \$4,200 for the appraisal performed by Clifford Associates, (b) \$3,163 for the Planning Department to evaluate the sale in regards to the General Plan and the Eight Priority Policies, (c) \$14,600 for a lot line adjustment, and (d) \$5,000 for clean-up costs.

⁴ The Purchase and Sale Agreement between the City and Wayneco Heavy Industries requires Wayneco Heavy Industries, as the buyer, to pay for all closing costs including title insurance, and escrow fees. Since the subject property is currently owned by the City, there is no Property Tax proration upon close of escrow.

The Budget and Legislative Analyst notes that as a result of the sale of 909 Tennessee Street from the City to Wayneco Heavy Industries, a private entity, the City will now receive annual Property Taxes. Based on the proposed sale of the subject property at \$1,310,000, and the combined Property Tax rate of \$1.164, Wayneco Heavy Industries would pay \$15,248 in annual Property Taxes, of which approximately 91 percent, or \$13,855 would accrue to the City's General Fund⁵.

As noted above, the Fire Department has stored old or infrequently used equipment, such as vintage fire trucks, at 909 Tennessee Street. According to Assistant Deputy Chief Thomas Doudiet at the Fire Department, all equipment previously stored at 909 Tennessee Street has already been moved at no additional cost to a warehouse on Treasure Island, leaving the building at 909 Tennessee Street vacant. Assistant Deputy Chief Doudiet states that the Fire Department does not have a formal agreement with the Treasure Island Development Authority to use the warehouse. However, the Treasure Island Development Authority has provided the Fire Department with the use of the warehouse at Treasure Island at no charge for an indefinite period of time.

POLICY CONSIDERATIONS

On November 18, 2002, the Board of Supervisors amended the City's Administrative Code by adding Chapter 23A, the Surplus City Property Ordinance (Ordinance 227-02), which established Board of Supervisors policy regarding the disposition and usage of surplus City property. Under that ordinance, surplus City property should be first sold⁶, according to the State Surplus Property Statute, Government Code Section 54220 et seq., to local organizations for affordable housing, recreation, open space, or school purposes. Under the Surplus City Property Ordinance, the policy of the Board of Supervisors is to utilize surplus City property to provide housing to homeless men, women, and children. If the surplus City property is unsuitable for housing, Section 23A.2(e) states that such property could be sold to generate revenues for permanent housing for people who are homeless.

The Budget and Legislative Analyst notes that the subject 909 Tennessee Street property was not sold according to the provisions in the Surplus City Property Ordinance. No determination was made as to the suitability of 909 Tennessee Street for housing homeless persons, nor was any effort made to sell 909 Tennessee to a local agency for affordable housing, recreation, open space, or school purposes. Furthermore, even if a determination was made that 909 Tennessee Street was unsuitable for housing, the Surplus City Property Ordinance states that surplus City property could be sold to generate income for such housing.

⁵ The combined Property Tax rate of \$1.164 includes Property Tax revenues allocated to the City and County of San Francisco, San Francisco Community College District, San Francisco Unified School District and the Bay Area Rapid Transit District.

⁶ Section 23A.2(l) states that the Surplus City Property Ordinance would only act as a recommendation of policy to City commissions and departments that have jurisdiction and control of their property under the City Charter, including the San Francisco International Airport, the Public Utilities Commission, the Municipal Transportation Agency, and the Recreation and Parks Commission. The Fire Department does not have jurisdiction and control of its property under the City Charter.

As discussed above, \$725,000 of the net proceeds has already been assumed in the Fire Department's FY 2010-2011 budget and the remaining \$519,037 (\$1,244,037 in net proceeds less \$725,000) would accrue to the City's General Fund Reserve.

Mr. Updike, in consultation with the City Attorney's Office and the Mayor's Office, states that the FY 2010-2011 Annual Appropriation Ordinance, which was previously approved by the Board of Supervisors, supersedes the provisions contained in the Surplus City Property Ordinance. Therefore, according to Mr. Updike, the \$725,000 of net proceeds should be credited to the Fire Department's FY 2010-2011 budget.

Mr. Updike also acknowledges that normally, an ordinance would be approved by the Board of Supervisors specifically exempting any surplus City property from the Surplus City Property Ordinance, before the property is sold and then the proceeds from such sale would be allocated to the City's General Fund Reserve or with a City agency. However, Mr. Updike advises that, to date, the Board of Supervisors has not specifically exempted the subject surplus City property sale from the Surplus City Property Ordinance. Therefore, the Budget and Legislative Analyst considers approval of the proposed resolution to be a policy decision for the Board of Supervisors.

If the Board of Supervisors approves the sale of the subject Fire Department property located at 909 Tennessee Street as specified in the proposed resolution, the Board of Supervisors should then also determine whether the use of the remaining balance of \$519,037 (\$1,244,037 in net proceeds less \$725,000 which accrues to the Fire Department) be (a) used for permanent housing for people who are homeless, as provided in the Surplus City Property Ordinance, or (b) deposited into the City's General Fund Reserve, as currently proposed.

RECOMMENDATIONS

1. Approval of the proposed resolution is a policy decision for the Board of Supervisors.
2. If the Board of Supervisors approves the proposed resolution, the Board of Supervisors should first amend the resolution to specify the use of the remaining \$519,037 (\$1,244,037 in net sales proceeds less \$725,000 accruing to the Fire Department) for either (a) permanent housing for people who are homeless, as provided in the Surplus City Property Ordinance, or (b) an allocation to the City's General Fund Reserve.



Amy L. Brown
Director of Real Estate



November 29, 2010

SFFD - Surplus Sale
909 Tennessee Street

Through Edwin Lee
City Administrator

Honorable Board of Supervisors
City and County of San Francisco
City Hall, Room 244
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102

Dear Board Members:

Enclosed for your consideration is a Resolution authorizing a sale of real property at 909 Tennessee Street, former Engine Company No. 16, through a bid process.

In accordance with San Francisco Fire Commission Resolution No. 2010-05, which declared this property as surplus to the needs of the Fire Department, the Real Estate Division received sealed bids to sell 909 Tennessee on Tuesday, November 23, 2010. In June 2010, Clifford Associates prepared a fair market value appraisal for the City and arrived at a value of \$340,000, which was the minimum bid price. The subject property consists of a two story, unreinforced masonry building that was used as a fire station until approximately 1970. The building has been utilized for storage since then.

As a result of a well-attended bid opening, we recommend acceptance of the highest bid received for the property, in the amount of \$1,310,000. The buyer is a neighborhood resident, and anxious to begin the process to rehabilitate this asset.

Enclosed for the Board file are:

1. Purchase Agreement
2. San Francisco Fire Commission Resolution No. 2010-05

File 101479

BY Le

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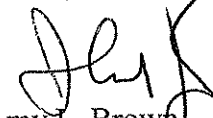
RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO

3. City Planning's letter dated July 27, 2010 stating that the sale of the subject property is Categorically Exempt from Environmental Review and in conformity with the General Plan.

We request this item be scheduled for Committee hearing as soon as possible to facilitate a timely close of escrow and receipt of General Fund revenue.

Should you have any questions regarding this matter, please contact John Updike at 554-9860.

Very truly yours,


Amy L. Brown
Director of Real Estate

cc: Joanne Hayes-White, SFFD

FIRE COMMISSION
City and County of San Francisco
Gavin Newsom, Mayor

Stephen A. Nakajo, *President*
Andrea Evans, *Vice President*
George Lau, *Commissioner*
London Breed, *Commissioner*
Michael Hardeman, *Commissioner*



698 Second Street
San Francisco, CA 94107
Telephone 415.558.3451
Fax 415.558.3413
Monica Quattrin, *Commission Secretary*

**SAN FRANCISCO FIRE COMMISSION
RESOLUTION 2010-05**

WHEREAS, the San Francisco Fire Department currently has administrative jurisdiction over certain real property owned by the City and County of San Francisco ("City"), located at 909 Tennessee Street in San Francisco, designated as Assessor Lot 1 in Block 4108 (the "Property"); and

WHEREAS, the Property is an approximately 5,000 square foot parcel, which contains 6,113 square feet of building area; and

WHEREAS, the building on the Property was constructed in 1925; and

WHEREAS, the Property is located in San Francisco's Dogpatch District, an officially designated historic district of San Francisco; and

WHEREAS, the building on the Property is an Un-reinforced Masonry Building that is used currently only for storage, and would require extensive seismic and other code improvements for further use; and

WHEREAS, the Fire Department has determined that the Property is not required to fulfill the Department's mission; and

WHEREAS, the Department has no plans to use or further occupy the Property; and

WHEREAS, the Fire Department has determined that the Property is surplus property, and may be sold; now, therefore, be it

RESOLVED, that the Fire Commission hereby declares the Property surplus to the Fire Department's needs, and recommends that the Director of Property to sell or transfer the Property in accordance with applicable state and local requirements.

Adopted at the Regular Meeting of the San Francisco Fire Commission on August 26, 2010.

Ayes: 5 (Nakajo, Evans, Lau, Breed, Hardeman)
Nays: 0


Monica Quattrin, Commission Secretary



SAN FRANCISCO PLANNING DEPARTMENT


Date: July 27, 2010
Case No. Case No. 2010.0252R
Sale of 909 Tennessee Street

Block/Lot No.: 4108/001
Project Sponsor: Jason Hinson
San Francisco Real Estate Department
25 Van Ness Ave. Suite 400
San Francisco, CA 94102

Applicant: Same as Above

Staff Contact: Kate McGee – (415) 558-6367
kate.mcgee@sfgov.org

Recommendation: Finding the project, on balance, is in conformity
with the General Plan

Recommended
By: 


John Rahaim, Director of Planning

1650 Mission St.
Suite 400
San Francisco,
CA 94103-2479

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

Dear Mr. Hinson,

We are responding to your request for a General Plan Referral to consider the proposed sale of the subject property at public auction. Your request for a General Plan Referral is pursuant to Section 4.105 of the Charter, and Section 2A.52 and 2A.53 of the Administrative Code. We find the proposed project to be in conformity with the General Plan as described in Attachment 1, Section 101.1 Findings.

PROJECT DESCRIPTION

The Project is the preparation for sale of the subject property at public auction. The City's Real Estate Division has been directed by the San Francisco Fire Department to sell 909 Tennessee. The subject property is located on Tennessee Street between 20th and 22nd Streets (illustrated in the Site Map, Attachment 1). It includes a portion of Lot 1, Block 4108, and is located in the Dogpatch Historic District.

The site contains a 33,000 square foot structure containing office and warehouse space, built in 1925, on approximately 51,882 square feet of property. The former San Francisco Fire Department Station #16 is a contributing resource to the Dogpatch Historic District

GENERAL PLAN REFERRAL
SALE OF 909 TENNESSEE STREET

CASE NO. 2010.0252R

and has been identified as individually eligible for listing in the National Register of Historic Places. As such, the building is considered a historical resource for the purposes of California Environmental Quality Act (CEQA) review. Any exterior alterations to this historically significant structure would be reviewed for conformance with the Secretary of the Interior's *Standards for the Treatment of Historic Properties* and would require a Certificate of Appropriateness from the Historic Preservation Commission. The property is located in a P (Public Use) Zoning District and a 40-X, 45-X Height District. Should the property be sold, the property owner should seek zoning reclassification of the property.

ENVIRONMENTAL REVIEW

The project is categorically exempt from CEQA per guidelines Section 15312, Surplus Government Property Sales. All other subsequent discretionary approvals related to the project may be subject to CEQA review.

GENERAL PLAN COMPLIANCE AND BASIS FOR RECOMMENDATION

The Project is the City's preparation for the sale of 909 Tennessee Street (a portion of Block 4108, Lot 001). The Real Estate Division is preparing this property for sale at public auction. The Project is consistent with the Eight Priority Policies of Planning Code Section 101.1 as described in the body of this letter and is, on balance, in-conformity with the following Objectives and Policies of the General Plan:

COMMUNITY FACILITIES ELEMENT
FIRE FACILITIES

OBJECTIVE 5

Development of a system of firehouses which will meet the operating requirements of the fire department in providing fire protection services and which will be in harmony with related public service facilities and with related public service facilities and with all other features and facilities of land development and transportation provided for other sections of the General Plan.

Principles

The following principles are an integral and basic part of the Fire Facilities Section:

1. In general, firehouses should be distributed throughout the city so that each firehouse has a primary service area extending within a radius of one-half mile. This spacing should vary in relation to population densities, building intensities and types of construction, the pattern of traffic ways, and with the relative degree of fire hazard.
2. Firehouses should be located on streets close to and leading into major or secondary thoroughfares.

3. Firehouses should be so located that no topographic barriers require time-consuming detours within the primary service area of each firehouse.

The subject property has not been in use as a Fire Station since 1970. When the station was closed, the district was covered by E-25 (3rd St. at Islas Creek) and E-30 (1300 3rd St.). Currently, Fire Stations E-29, E-25, and E-8 serve the Dogpatch district. With the June 8th passage of the seismic GO bond package, a new station will be constructed at 3rd Street & Mission Rock, as part of the public safety building complex. The new facility is slated to open in 2013. This facility will also serve the Dogpatch neighborhood.

PROPOSITION M FINDINGS – PLANNING CODE SECTION 101.1

Planning Code Section 101.1 establishes Eight Priority Policies and requires review of discretionary approvals and permits for consistency with said policies. The Project, demolition and replacement of the Chinese Recreation Center, is found to be consistent with the Eight Priority Policies as set forth in Planning Code Section 101.1 for the following reasons:

Eight Priority Policies Findings

The subject project is found to be consistent with the Eight Priority Policies of Planning Code Section 101.1 in that:

1. Existing neighborhood serving retail uses will not be affected.
2. Housing, neighborhood character, and cultural and economic diversity will not be impacted.
3. The project would have no adverse effect on the City's supply of affordable housing.
4. The project would not result in commuter traffic impeding Muni transit service or overburdening the streets or neighborhood parking.
5. The diversity of the City's economic base will be improved since an unused building and property will be sold for a higher use.
6. The proposal to sell City owned land will not adversely affect earthquake preparedness.
7. Any exterior alterations to this historically significant structure on the property would be reviewed for conformance with the Secretary of the Interior's Standards for the Treatment of Historic Properties and would require a Certificate of Appropriateness from the Historic Preservation Commission.

GENERAL PLAN REFERRAL
SALE OF 909 TENNESSEE STREET

CASE NO. 2010.0252R

8. The proposal does not affect existing parks or open spaces or access to sunlight.

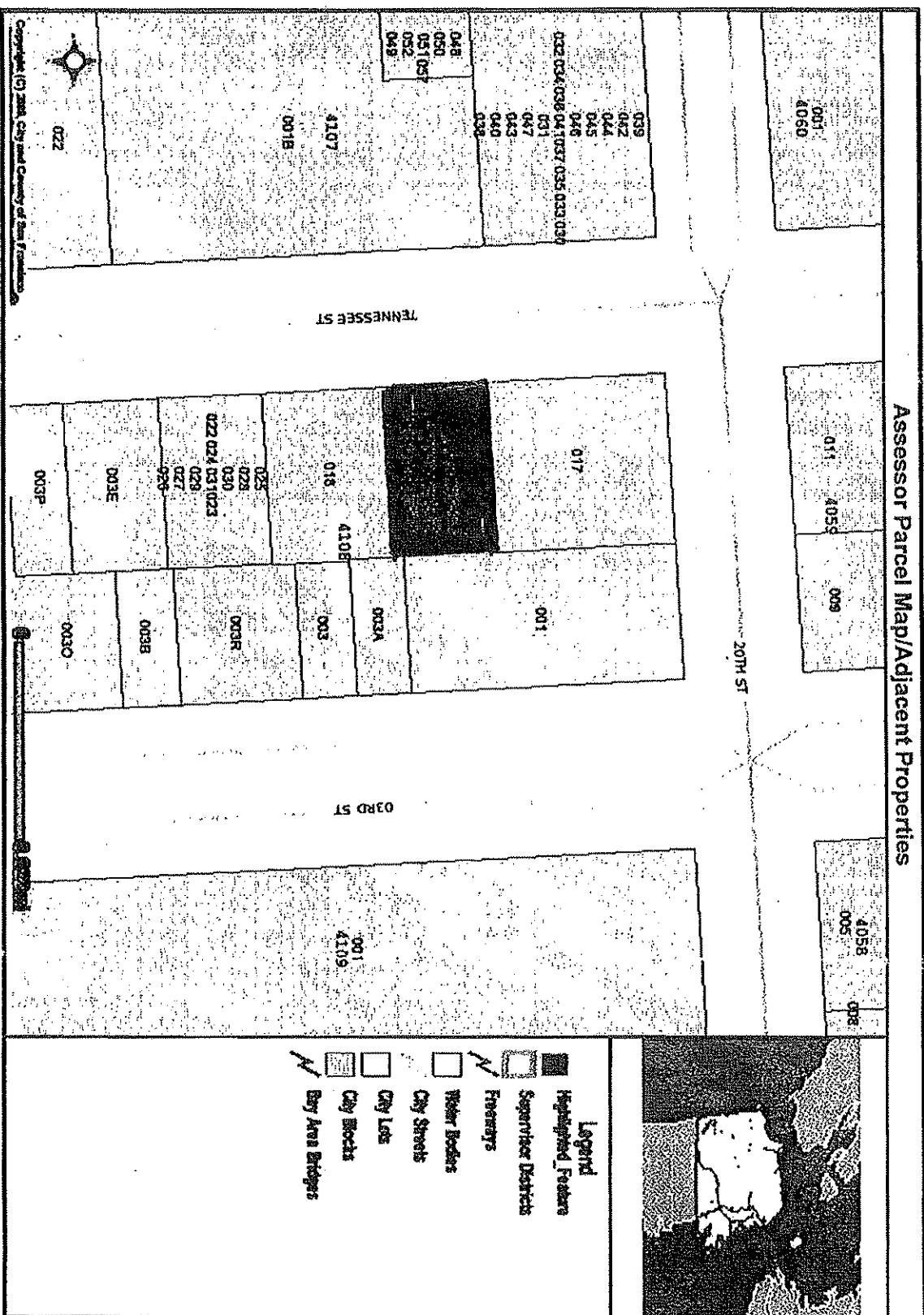
RECOMMENDATION:	Finding the Project, on balance, in-conformity with the General Plan
------------------------	---

ATTACHMENTS:

Assessor Parcel Map of 909 Tennessee Street

CC: Kate McGee, Planning Department

I:\Citywide\General Plan\General Plan Referrals\2010\2010.0252R 909 Tennessee Street_Sale of property_2.doc



AGREEMENT FOR SALE OF REAL ESTATE

by and between

CITY AND COUNTY OF SAN FRANCISCO,
as Seller

and

WAYNELO HEAVY INDUSTRIES LLC
as Buyer

For the sale and purchase of

The real property commonly known as 909 Tennessee Street, San Francisco
(Being the northwest portion of the Assessor's Block 4108, Lot 001)

NOVEMBER 22, 2010

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LIST OF EXHIBITS:

EXHIBIT A Legal Description of City Parcel and Property

EXHIBIT B Depiction of Property

EXHIBIT C Form Deed

AGREEMENT FOR SALE OF REAL ESTATE
(Being a portion of - Lot 001 Block 4108, San Francisco, California)

THIS AGREEMENT FOR SALE OF REAL ESTATE (this "Agreement"), dated for reference purposes only as of 11/22, 2010, is by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City" or "Seller"), and WAYNE LOPEZ INDUSTRIES, an LLC ("Buyer").

THIS AGREEMENT IS MADE WITH REFERENCE TO THE FOLLOWING FACTS AND CIRCUMSTANCES:

A. City owns an "L" shaped parcel of real property located in San Francisco at the corner of 20th Street and Third Street and extending from Third Street to Tennessee Street, commonly known as Assessor's Block 4108, Lot 001, and more particularly described in the attached Exhibit A (the "City Parcel"). City desires to sell that 50 foot by 100 foot portion of the City Parcel fronting Tennessee Street described as "Parcel Two" on the attached Exhibit A and generally depicted on the attached Exhibit B, commonly known as 909 Tennessee Street (the "Property"). The Property is improved with a two-story brick former firehouse which contains approximately 6,113 square feet of space. The Property is not presently a separate legal parcel.

B. On August 27, 2007, the San Francisco Fire Commission by its Resolution No. declared the Property to be surplus property and authorized a request for the City's Director of Property to process a sale of the Property.

C. Buyer submitted the highest responsible bid to purchase the Property a public auction for the sale of the Property held by City's Director of Property on (the "Auction Date"), and Buyer desires to purchase the Property and City is willing to sell the Property on the terms and conditions set forth below.

ACCORDINGLY, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Buyer hereby agree as follows:

1. SALE AND PURCHASE

Subject to the terms, covenants and conditions set forth in this Agreement, City agrees to sell to Buyer, and Buyer agrees to purchase from City, City's interest in the Property.

2. PURCHASE PRICE

2.1 Purchase Price. The purchase price for the Property is one million three hundred ten thousand Dollars (\$) 1,310,000 (the "Purchase Price").

2.2 Payment of Purchase Price. Buyer shall pay the Purchase Price as follows:

(a) Buyer has delivered the sum of 131,000 Dollars (\$) one hundred thirty one thousand as an earnest money deposit (the "Deposit"). Within five (5) business days after this the Auction Date, City shall place the Deposit in escrow with Chicago Title Company (the "Title Company"), which shall be held in an interest-bearing account, and all interest thereon shall be deemed a part of the Deposit. At the Closing (as defined below) the Deposit shall be paid to City and credited against the Purchase Price.

(b) Buyer shall pay the balance of the Purchase Price to City at the consummation of the purchase and sale contemplated hereunder (the "Closing").

2.3 Manner of Payment. All sums payable hereunder shall be paid in immediately available funds of lawful money of the United States of America.

3. TITLE

3.1 Conditions of Title. At the Closing, City shall quitclaim its interest in and to the Property to Buyer by quitclaim deed in the form of Exhibit C attached hereto (the "Deed"). Title to the Property shall be subject to the following (collectively, the "Conditions of Title"): (a) liens of local real estate taxes and assessments not yet due and payable, (b) all existing exceptions and encumbrances existing at the Closing of this Agreement, whether or not disclosed by a current preliminary title report or the public records or any other documents reviewed by Buyer, and any other exceptions to title which would be disclosed by an accurate and thorough investigation, survey, or inspection of the Property or the public records, and (c) all items of which Buyer has actual or constructive notice or knowledge at the time of the Closing.

3.2 Buyer's Responsibility for Title Insurance. Buyer understands and agrees that the right, title and interest in the Property shall not exceed that vested in City, and City is under no obligation to furnish any policy of title insurance in connection with this transaction. Buyer recognizes that any fences, curbs or other physical monument of the Property's boundary lines may not correspond to the legal description of the Property. City shall not be responsible for any discrepancies in the parcel area or location of the property lines or any other matters which an accurate survey or inspection might reveal. It is Buyer's sole responsibility to obtain a survey from an independent surveyor and a policy of title insurance from a title company, if desired.

3.3 Legal Description; Legal Parcel Status; Record Survey; Subdivision Action. The Property is not a separate legal parcel. City shall cause a Record Survey to be recorded in the official records of the San Francisco Assessor Recorder at or prior to Closing (the "Record Survey Condition"). Buyer and City agree to use the legal description for Parcel Two of the City Property attached hereto as Exhibit A as the legal description for the Property to effect the sale, provided that the legal description shall be amended, if necessary, to conform to the Record Survey. Buyer acknowledges and agrees that City is conveying the Property to Seller pursuant to this Agreement in its proprietary capacity, not its regulatory capacity, and that (a) City makes no representations or warranties whether City, acting in its regulatory capacity, or any other party will require that the Property comply with the provisions of California Government Code Sections 66410 et seq. (the "Subdivision Map Act") after Closing, or as to any costs or liabilities that Buyer may incur as a result of a Subdivision Action (as defined below), (b) any City department reviewing any application or documents submitted by Seller for a Subdivision Action (the "Subdivision Documentation") shall do so in its sole discretion without any obligation to provide special consideration thereto, and (c) City's Board of Supervisors and Mayor shall have no obligation to approve of any ordinance or resolution (as applicable) submitted for a Subdivision Action, which shall be subject to their sole discretion.

Buyer shall have the right to take all appropriate and necessary action (a "Subdivision Action") to cause the Property to satisfy the Subdivision Map Act, provided that such action shall be at Buyer's sole cost and responsibility. Buyer may make all inquiries with and applications to the City, acting in its regulatory capacity, necessary to effect the Subdivision Action. City shall have no obligation to assist in, effect, or approve of any Subdivision Documentation, provided, however, that if Seller wishes to effect the Subdivision Action prior to Closing, City shall, in its proprietary capacity as owner of the City Property, execute any Subdivision Documentation completed by Seller prior to Closing and necessary to effect the Subdivision Action if such Subdivision Documentation (i) does not require City, in its proprietary capacity as owner of the City Property, to incur any costs or liability and (ii) will not become effective unless and until the Closing Date.

4. "AS IS" PURCHASE; RELEASE OF CITY

4.1 Buyer's Independent Investigation. Buyer represents and warrants to City that Buyer has performed, or shall perform as provided in this Agreement, a diligent and thorough inspection and investigation of each and every aspect of the Property, either independently or through agents of Buyer's choosing, including, without limitation, the following matters (collectively, the "Property Conditions"):

(a) All matters relating to title including, without limitation, the existence, quality, nature and adequacy of City's interest in the Property and the existence of physically open and legally sufficient access to the Property.

(b) The zoning and other legal status of the Property, including, without limitation, the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances and private or public covenants, conditions and restrictions, and all governmental and other legal requirements such as taxes, assessments, use permit requirements and building and fire codes, and the impact that may be caused if the City Property does not comply with the Subdivision Map Act.

(c) The quality, nature, adequacy, and physical, geological and environmental condition of the Property (including soils and any groundwater), and the presence or absence of any Hazardous Materials in, on, under or about the Property or any other real property in the vicinity of the Property. As used in this Agreement, "Hazardous Material" shall mean any material that, because of its quantity, concentration or physical or chemical characteristics, is now or hereafter deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health or safety or to the environment.

(d) The suitability of the Property for Buyer's intended uses.

(e) The economics and development potential, if any, of the Property.

(f) All other matters of material significance affecting the Property.

4.2 Entry and Indemnity. City has given Buyer a full and complete opportunity to perform any and all non-invasive testing and investigation of the Property that Buyer deems necessary and appropriate. City will provide additional access for such activities during the Term of this Agreement upon Buyer's request, with such access provided pursuant to a permit to enter in form and substance satisfactory to City. Without limiting the foregoing, prior to any entry to perform any on-site testing, Buyer shall give City written notice thereof, including the identity of the company or persons who will perform such testing, the precise time and location of the testing, and the proposed scope of the testing. City shall have the right to approve, disapprove, or condition and limit the proposed testing, in City's sole discretion, within ten (10) business days after receipt of such notice. If Buyer or its agents, employees or contractors take any sample from the Property in connection with any approved testing, Buyer shall provide to City a portion of such sample being tested to allow City, if it so chooses, to perform its own testing. City or its representative may be present to observe any testing or other inspection performed on the Property. Buyer shall promptly deliver to City copies of any reports relating to any testing or other inspection of the Property performed by Buyer or its agents, employees or contractors, but shall not deliver copies of any such reports to any other person or entity without Buyer's prior written approval. Buyer shall keep all test results and information strictly confidential, and shall indemnify, reimburse, defend and hold City harmless from and against any loss, cost, expense, or damage resulting from Buyer's failure to keep any information obtained from an inspection or testing of the Property strictly confidential; provided, however, Buyer shall not be liable if and to the extent Buyer is required to disclose such information

pursuant to a court order. Buyer shall comply with all laws, ordinances, rules, regulations, orders and the like in connection with any entry onto or testing of the Property.

Buyer shall maintain, and shall require that its Agents maintain, public liability and property damage insurance in amounts and in form and substance adequate to insure against all liability of Buyer and its Agents, arising out of any entry or inspection of the Property in connection with the transaction contemplated hereby, and Buyer shall provide City with evidence of such insurance coverage upon request from City.

To the fullest extent permitted under law, Buyer shall indemnify, defend and hold harmless City, its Agents, and each of them, from and against any liabilities, costs, damages, losses, liens, claims and expenses (including, without limitation, reasonable fees of attorneys, experts and consultants and related costs) arising out of or relating to any entry on, under or about the Property by Buyer, its Agents, contractors and subcontractors in performing the inspections, testings or inquiries provided for in this Agreement, whether prior to the date of this Agreement or during the term hereof, including, without limitation, any injuries or deaths to any persons (including, without limitation, Buyer's Agents) and damage to any property, from any cause whatsoever. The foregoing indemnity shall survive beyond the Closing, or, if the sale is not consummated, beyond the termination of this Agreement.

4.3 "As Is" Purchase. BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT CITY IS SELLING AND BUYER IS PURCHASING CITY'S INTEREST IN THE PROPERTY ON AN "AS IS WITH ALL FAULTS" BASIS. BUYER IS RELYING SOLELY ON ITS INDEPENDENT INVESTIGATION AND NOT ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM CITY OR ITS AGENTS AS TO ANY MATTERS CONCERNING THE PROPERTY, ITS SUITABILITY FOR BUYER'S INTENDED USES OR ANY OF THE PROPERTY'S CONDITIONS. CITY DOES NOT GUARANTEE THE LEGAL, PHYSICAL, GEOLOGICAL, ENVIRONMENTAL OR OTHER CONDITIONS OF THE PROPERTY, NOR DOES IT ASSUME ANY RESPONSIBILITY FOR THE COMPLIANCE OF THE PROPERTY OR ITS USE WITH ANY STATUTE, ORDINANCE OR REGULATION. IT IS BUYER'S SOLE RESPONSIBILITY TO DETERMINE ALL BUILDING, PLANNING, ZONING AND OTHER REGULATIONS RELATING TO THE PROPERTY AND THE USES TO WHICH IT MAY BE PUT.

4.4 Hazardous Substance Disclosure. California law requires sellers to disclose to buyers the presence or potential presence of certain Hazardous Materials. Accordingly, Buyer is hereby advised that occupation of the Property may lead to exposure to Hazardous Materials such as, but not limited to, gasoline, diesel and other vehicle fluids, vehicle exhaust, office maintenance fluids, tobacco smoke, methane and building materials containing chemicals, such as formaldehyde. By execution of this Agreement, Buyer acknowledges that the notices and warnings set forth above satisfy the requirements of California Health and Safety Code Section 25359.7 and related statutes.

4.5 Release of City. As part of its purchase of the Property in its "As Is With All Faults" condition, Buyer, on behalf of itself and its successors and assigns (collectively, the "Releasing Entities"), effective upon the Closing, waives any right to recover from, and forever releases and discharges, City, its officers, employees, agents, contractors and representatives, and their respective heirs, successors, legal representatives and assigns (collectively, the "Released Entities"), from any and all demands, claims, legal or administrative proceedings, losses, liabilities, damages, penalties, fines, liens, judgments, costs or expenses whatsoever (including, without limitation, attorneys' fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with (i) Buyer's and its Agents' and customers' past, present and future use of the Property, (ii) any failure of the City Property to comply with the Subdivision Map Act, (iii) the physical, geological or environmental condition of the Property, including, without limitation, any Hazardous Material

in, on, under, above or about the Property, and (iv) the application to the Property of any federal, state, local or administrative law, rule, regulation, order or requirement applicable thereto (collectively, "Laws"), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA", also commonly known as the "Superfund" law), as amended by Superfund Amendments and Reauthorization Act of 1986 ("SARA") (42 U.S.C. Sections 9601-9657), the Resource Conservation and Recovery Act of 1976, as amended by the Solid Waste and Disposal Act of 1984 (collectively, "RCRA") (42 U.S.C. Sections 6901-6987), the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977 (collectively the "Clean Water Act") (33 U.S.C. Sections 1251 *et seq.*), the Toxic Substances Control Act ("TSCA") (15 U.S.C. Sections 2601-2629), Hazardous Materials Transportation Act (49 U.S.C. Section 1801 *et seq.*), the Carpenter-Presley-Tanner Hazardous Substance Account Law (commonly known as the "California Superfund" law) (California Health and Safety Code Sections 25300-25395), Hazardous Waste Control Act (California Health and Safety Code Section 25100 *et seq.*), Hazardous Materials Release Response Plans and Inventory Law (commonly known as the "Business Plan Law") (California Health and Safety Code Sections 25500 *et seq.*), Porter-Cologne Water Quality Control Act (California Water Code Section 13000 *et seq.*), Safe Drinking Water and Toxic Enforcement Act of 1986 (commonly known as "Proposition 65") (California Health and Safety Code Section 25249.5 *et seq.*). This release is not intended to and shall not be effective if Buyer does not purchase the Property. This release is not intended to and does not waive any right of any of the Releasing Entities with respect to any of the following: (i) proper processing of applications, permits or other requests of any of the Released Entities by any of the Releasing Entities or (ii) any act or omission of any of the Released Entities after the Closing. This release is intended to and shall apply only to the Property and shall not apply to other property, including, without limitation, (i) any past, present or future use of other property of any of the Releasing Entities, (ii) the physical, geological or environmental condition of any other property of any of the Releasing Entities, or (iii) the application of any Laws to any other property of any of the Releasing Entities.

In connection with the foregoing release, Buyer expressly waives the benefits of Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR EXPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN TO HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

BY PLACING ITS INITIALS BELOW, BUYER SPECIFICALLY ACKNOWLEDGES AND CONFIRMS THE VALIDITY OF THE RELEASES MADE ABOVE AND THE FACT THAT BUYER WAS REPRESENTED BY COUNSEL WHO EXPLAINED, AT THE TIME THIS AGREEMENT WAS MADE, THE CONSEQUENCES OF THE ABOVE RELEASES.

INITIALS: BUYER: WdG TH

5. CONDITIONS PRECEDENT

5.1 Buyer's Conditions Precedent. The following are conditions precedent to Buyer's obligation to purchase the Property from City ("Buyer's Conditions Precedent") and are intended solely for the benefit of Buyer:

(a) City shall record a Record of Survey of the Property in the official records of the San Francisco Assessor Recorder (the "Record Survey Condition").

(b) The City Approval Condition (as defined in Section 5.1 below) shall have been satisfied.

(c) City shall have performed all of its obligations hereunder and all of City's representations and warranties shall be true and correct.

5.2 City's Conditions Precedent. The following are conditions precedent to City's obligation to sell the Property to Buyer ("City's Conditions Precedent"):

(a) The Record Survey Condition shall be satisfied.

(b) Buyer shall have performed all of its obligations hereunder and all of Buyer's representations and warranties shall be true and correct.

(c) Buyer shall have delivered all funds required in connection with the Closing to Escrow, including without limitation, all Closing Costs (as defined in Section 8.1) and the Purchase Price.

(d) A resolution approving the sale of the Property under the terms of this Agreement shall have been adopted by City's Board of Supervisors and Mayor, in their respective sole and absolute discretion, and duly enacted in accordance with and subject to City's Charter (the "City Approval Condition")

5.3 Failure of Conditions Precedent. Each of Buyer's Conditions Precedent is intended solely for the benefit of Buyer. If any of Buyer's Conditions Precedent is not satisfied as provided above, Buyer may, at its option, terminate this Agreement. Each of City's Conditions Precedent is intended solely for the benefit of City. If any of City's Conditions Precedent is not satisfied as provided above, City may, at its option, terminate this Agreement. Upon any such termination by City or Buyer, neither party shall have any further rights or obligations hereunder except as provided in Section 8.1 (Expenses), Section 8.2 (Brokers), or Section 9.4 (Authority of Buyer), or as otherwise expressly provided herein.

6. ESCROW AND CLOSING

6.1 Escrow. On the date within ten (10) business days after the parties hereto execute this Agreement, Buyer and City shall deposit an executed counterpart of this Agreement with the Title Company, and this instrument shall serve as the instructions to the Title Company as the escrow holder for consummation of the purchase and sale contemplated hereby. City and Buyer agree to execute such supplementary escrow instructions as may be appropriate to enable the Title Company to comply with the terms of this Agreement; provided, however, in the event of any conflict between the provisions of this Agreement and any supplementary escrow instructions, the terms of this Agreement shall control.

6.2 Closing Date. The Closing hereunder shall be held, and delivery of all items to be made at the Closing under the terms of this Agreement shall be made, at the offices of the Title Company on the date which is the sixtieth (60th) day immediately following the Effective Date (as defined in Section 10.20 below), or if such date is not a business day, then upon the next ensuing business day, before 1:00 p.m. San Francisco time (the "Closing Date"). Such date and time may be extended or shortened only with the prior written approval of both Buyer and City, acting through the Director of Property.

6.3 Deposit of Documents and Funds.

(a) At or before the Closing, City shall deposit into escrow the following items:

(i) the duly executed and acknowledged counterpart of the Deed conveying the Property to Buyer subject to the Conditions of Title; and

(ii) a copy of the ordinance of the City's Board of Supervisors approving the sale of the Property.

(b) At or before the Closing, Buyer shall deposit the funds necessary to close this transaction into Escrow.

(c) City and Buyer shall each deposit such other instruments as are reasonably required by the Title Company or otherwise required to close the escrow and consummate the purchase of the Property in accordance with the terms hereof. City and Buyer shall sign a final closing statement reflecting the payment and allocation of any funds in connection with the Closing.

6.4 Prorations. Any real property taxes and assessments, water, sewer and utility charges, and any other expenses normal to the operation and maintenance of the Property, shall all be prorated as of 12:01 a.m. on the date the Deed is recorded, on the basis of a three hundred sixty-five (365)-day year. City and Buyer hereby agree that if any of the above described prorations cannot be calculated accurately on the Closing Date, then the same shall be calculated as soon as reasonably practicable after the Closing Date and either party owing the other party a sum of money based on such subsequent proration(s) shall promptly pay said sum to the other party.

7. RISK OF LOSS

City shall give Buyer notice of the occurrence of damage or destruction of any portion of the Property that materially affects the Property's fair market value (a "Damage Event") or the commencement of condemnation proceedings affecting any material portion of the Property (a "Condemnation Event"). In the event that there is a Damage Event or a Condemnation Event prior to the Closing, then Buyer may, at its option to be exercised within ten (10) days of City's notice of such occurrence, either terminate this Agreement or consummate the purchase for the full Purchase Price as required by the terms hereof. If Buyer elects to terminate this Agreement or fails to give City notice within such 10 day period that Buyer will proceed with the purchase, then this Agreement shall terminate at the end of such 10 day period, the Title Company shall return the Deposit to Buyer, and neither party shall have any further rights or obligations hereunder except as provided in Section 8.2 (Brokers), or otherwise expressly provided herein. If Buyer elects to proceed with the purchase of the Property, then upon the Closing, Buyer shall receive a credit against the Purchase Price payable hereunder equal to the amount of any condemnation awards actually collected by City as a result of any such Condemnation Event. If the condemnation awards have not been collected as of the Closing, then City shall assign such awards to Buyer, except to the extent needed to reimburse City for sums expended to collect such awards, and Buyer shall not receive any credit against the Purchase Price with respect to such awards.

Buyer acknowledges that City self-insures and shall not be obligated to purchase any third-party comprehensive liability insurance or property insurance for the Property, and there will be no insurance proceeds of any sort and no deduction or purchase price reduction resulting from any Damage Event.

8. EXPENSES

8.1 Expenses. Buyer shall pay any transfer taxes applicable to the sale, personal property taxes, escrow fees and recording charges and any other costs and charges of the Escrow for the sale (the "Closing Costs"). The provisions of this Section shall survive the Closing, or, if the purchase and sale is not consummated for any reason, any termination of this Agreement.

8.2 Brokers. The parties represent and warrant to each other that no broker or finder was instrumental in arranging or bringing about this transaction and that there are no claims or

rights for brokerage commissions or finder's fees in connection with the transactions contemplated by this Agreement. If any person brings a claim for a commission or finder's fee based on any contact, dealings, or communication with Buyer or City, then the party through whom such person makes a claim shall defend the other party from such claim, and shall indemnify the indemnified party from, and hold the indemnified party against, any and all costs, damages, claims, liabilities, or expenses (including, without limitation, reasonable attorneys' fees and disbursements) that the indemnified party incurs in defending against the claim. The provisions of this Section shall survive the Closing, or, if the purchase and sale is not consummated for any reason, any termination of this Agreement.

9. LIQUIDATED DAMAGES

IF THE SALE OF THE PROPERTY IS NOT CONSUMMATED DUE TO THE FAILURE OF A BUYER CONDITION PRECEDENT OR CITY'S DEFAULT HEREUNDER AND BUYER IS NOT THEN IN DEFAULT, THEN THE TITLE COMPANY SHALL RETURN THE DEPOSIT (IF ANY) TOGETHER WITH ACCRUED INTEREST THEREON TO BUYER AND BUYER SHALL HAVE NO OTHER REMEDIES AGAINST CITY. IF THE SALE IS NOT CONSUMMATED DUE TO A CITY CONDITION PRECEDENT, OTHER THAN SATISFACTION OF THE RECORD SURVEY CONDITION AND THE CITY APPROVAL CONDITION, OR ANY DEFAULT BY BUYER HEREUNDER AND CITY IS NOT THEN IN DEFAULT, THEN THE TITLE COMPANY SHALL DELIVER THE DEPOSIT TOGETHER WITH ACCRUED INTEREST THEREON TO CITY, AND CITY SHALL BE ENTITLED TO RETAIN SUCH SUM AS LIQUIDATED DAMAGES. THE PARTIES HAVE AGREED THAT CITY'S ACTUAL DAMAGES, IN THE EVENT OF A FAILURE TO CONSUMMATE THIS SALE AS SPECIFIED IN THE PRECEDING SENTENCE, WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. AFTER NEGOTIATION, THE PARTIES HAVE AGREED THAT, CONSIDERING ALL THE CIRCUMSTANCES EXISTING ON THE DATE OF THIS AGREEMENT, THE AMOUNT OF THE DEPOSIT TOGETHER WITH ACCRUED INTEREST THEREON IS A REASONABLE ESTIMATE OF THE DAMAGES THAT CITY WOULD INCUR IN SUCH AN EVENT. BY PLACING THEIR RESPECTIVE INITIALS BELOW, EACH PARTY SPECIFICALLY CONFIRMS THE ACCURACY OF THE STATEMENTS MADE ABOVE AND THE FACT THAT EACH PARTY WAS REPRESENTED BY COUNSEL WHO EXPLAINED, AT THE TIME THIS AGREEMENT WAS MADE, THE CONSEQUENCES OF THIS SECTION.

INITIALS: CITY: _____ BUYER: WdG M

10. GENERAL PROVISIONS

10.1 Notices. Any notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, or (c) by U.S. Express Mail or commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows:

CITY:

Real Estate Division
City and County of San Francisco
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102
Attn: Director of Property

with a copy to:

BUYER:

WAYNE HENRY INDUSTRIES LLC
P.O. BOX 100
GERLACH NY
89412

with a copy to:

Office of the City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
Attn: Real Estate/Finance Team

or such other address as either party may from time to time specify in writing to the other party. Any notice shall be deemed given when actually delivered if such delivery is in person, two (2) days after deposit with the U.S. Postal Service if such delivery is by certified or registered mail, and the next business day after deposit with the U.S. Postal Service or with the commercial overnight courier service if such delivery is by overnight mail.

10.2 Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, legal representatives, administrators and assigns. Buyer's rights and obligations hereunder shall not be assignable without the prior written consent of City; provided, however, even if City approves any such proposed assignment, in no event shall Buyer be released of any of its obligations hereunder.

10.3 Amendments. This Agreement may be amended or modified only by a written instrument signed by Buyer and City.

10.4 Authority of Buyer. Buyer represents and warrants to City that this Agreement and all documents executed by Buyer which are to be delivered to City at Closing: (a) are or at the time of Closing will be duly executed and delivered by Buyer; (b) are or at the time of Closing will be legal, valid and binding obligations of Buyer; and (c) do not and at the time of Closing will not violate any provision of any agreement or judicial order to which Buyer is a party or to which Buyer is subject. Notwithstanding anything to the contrary in this Agreement, the foregoing representations and warranties shall survive the Closing Date.

10.5 Buyer's Representations and Warranties. Buyer makes the following representations as of the date of this Agreement and at all times throughout this Agreement:

(a) Buyer is an LLC, duly organized and validly existing and in good standing under the laws of the jurisdiction in which it was formed.

(b) Buyer has been duly authorized by all necessary action the execution, delivery and performance of this Agreement and has duly executed and delivered this Agreement, and this Agreement constitutes a legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with the terms hereof.

(c) Buyer represents and warrants to City that it has not been suspended, disciplined or disbarred by, or prohibited from contracting with, any federal, state or local governmental agency. In the event Buyer has been so suspended, disbarred, disciplined or prohibited from contracting with any governmental agency, it shall immediately notify the City of same and the reasons therefore together with any relevant facts or information requested by City. Any such suspension, debarment, discipline or prohibition may result in the termination or suspension of this Agreement.

(d) No document or instrument furnished or to be furnished by Buyer to City in connection with this Agreement contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained therein not misleading, under the circumstances under which any such statement shall have been made.

10.6 Merger of Prior Agreements. This Agreement, together with the exhibits hereto, contain any and all representations, warranties and covenants made by Buyer and City and constitutes the entire understanding between the parties hereto with respect to the subject matter

hereof. Any prior correspondence, memoranda or agreements are replaced in total by this Agreement together with the exhibits hereto.

10.7 Parties and Their Agents. The term "Buyer" as used herein shall include the plural as well as the singular. If Buyer consists of more than one individual or entity, then the obligations under this Agreement imposed on Buyer shall be joint and several. As used herein, the term "Agents" when used with respect to either party shall include the agents, employees, officers, contractors and representatives of such party.

10.8 Interpretation of Agreement. The article, section and other headings of this Agreement and the table of contents are for convenience of reference only and shall not affect the meaning or interpretation of any provision contained herein. Whenever the context so requires, the use of the singular shall be deemed to include the plural and vice versa, and each gender reference shall be deemed to include the other and the neuter. This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein. In addition, each party has been represented by experienced and knowledgeable legal counsel. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purposes of the parties and this Agreement.

10.9 Attorneys' Fees. If either party hereto fails to perform any of its respective obligations under this Agreement or if any dispute arises between the parties hereto concerning the meaning or interpretation of any provision of this Agreement, then the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party on account of such default or in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees and disbursements. For purposes of this Agreement, the reasonable fees of attorneys of the Office of the City Attorney of the City and County of San Francisco 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.

10.10 Time of Essence. Time is of the essence with respect to the performance of the parties' respective obligations contained herein.

10.11 No Merger. The obligations contained herein shall not merge with the transfer of title to the Property but shall remain in effect until fulfilled.

10.12 Non-Liability of City Officials, Employees and Agents. Notwithstanding anything to the contrary in this Agreement, no elective or appointive board, commission, member, officer, employee or agent of City shall be personally liable to Buyer, its successors and assigns, in the event of any default or breach by City or for any amount which may become due to Buyer, its successors and assigns, or for any obligation of City under this Agreement.

10.13 Conflicts of Interest. Through its execution of this Agreement, Buyer acknowledges that it is familiar with the provisions of Section 15.103 of City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Sections 87100 *et seq.* and Sections 1090 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of such provisions and agrees that if it becomes aware of any such fact during the term of this Agreement, Buyer shall immediately notify the City.

10.14 Notification of Limitations on Contributions. Through execution of this Agreement, Buyer acknowledges that it is familiar with Section 1.126 of City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for selling or leasing any land or building to or from the City whenever such transaction would require approval by a City elective officer or the board on which that City elective officer serves, from making a contribution to such an officer, or candidate for such office, or committee controlled by such officer or candidate at any time from the commencement of negotiations for such contract until the termination of negotiations for such contract or three (3) months has elapsed from the date the contract is approved by the City elective officer, or the board on which that City elective officer serves. San Francisco Ethics Commission Regulation 1.126-1 provides that negotiations are commenced when a prospective contractor first communicates with a City officer or employee about the possibility of obtaining a specific contract. This communication may occur in person, by telephone or in writing, and may be initiated by the prospective contractor or a City officer or employee. Negotiations are completed when a contract is finalized and signed by the City and the contractor. Negotiations are terminated when the City and/or the prospective contractor end the negotiation process before a final decision is made to award the contract.

10.15 Sunshine Ordinance. Buyer understands and agrees that under the City's Sunshine Ordinance (San Francisco Administrative Code, Chapter 67) and the State Public Records Law (California Government Code Section 6250 *et seq.*), this Agreement and any and all records, information, and materials submitted to the City hereunder are public records subject to public disclosure. Buyer hereby acknowledges that the City may disclose any records, information and materials submitted to the City in connection with this Agreement.

10.16 Tropical Hardwood and Virgin Redwood Ban. The City and County of San Francisco urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environmental Code.

10.17 MacBride Principles - Northern Ireland. The City urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1 *et seq.* The City also urges companies to do business with corporations that abide by the MacBride Principles. Buyer acknowledges that it has read and understands the above statement of the City concerning doing business in Northern Ireland.

10.18 No Recording. Neither this Agreement nor any memorandum or short form thereof may be recorded by Buyer.

10.19 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

10.20 Effective Date. This Agreement shall become effective upon the first day ("Effective Date") on which each of the following events has occurred: (i) the Parties have duly executed and delivered this Agreement, and (ii) the City Approval Condition has been satisfied. The Parties shall confirm in writing the Effective Date of this Agreement once such date has been established pursuant to this Section; provided, however, the failure of the Parties to confirm such date in writing shall not have any effect on the validity of this Agreement.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, BUYER ACKNOWLEDGES AND AGREES THAT NO OFFICER OR EMPLOYEE OF CITY HAS AUTHORITY TO COMMIT CITY TO THIS AGREEMENT UNLESS AND UNTIL A RESOLUTION OF CITY'S BOARD OF SUPERVISORS SHALL HAVE BEEN DULY ENACTED APPROVING THIS AGREEMENT AND AUTHORIZING

THE TRANSACTIONS CONTEMPLATED HEREBY. THEREFORE, ANY OBLIGATIONS OR LIABILITIES OF CITY HEREUNDER ARE CONTINGENT UPON THE DUE ENACTMENT OF SUCH A RESOLUTION, AND THIS AGREEMENT SHALL BE NULL AND VOID IF CITY'S BOARD OF SUPERVISORS AND MAYOR DO NOT APPROVE THIS AGREEMENT IN THEIR RESPECTIVE SOLE DISCRETION.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

The parties have duly executed this Agreement as of the respective dates written below.

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By:

Amy L. Brown

AMY L. BROWN
Director of Property

Date:

11/29/10

BUYER:

Wayneco LLC
a

By:

Wayne de Geere III

Name: Wayne de Geere III
Its:

Date:

11-22-10

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By:

Ante E. Wood

Deputy City Attorney

EXHIBIT A

Description of City Parcel and Property

EXHIBIT A

**LEGAL DESCRIPTION OF CITY PARCEL
(INCLUDING "PROPERTY", DESCRIBED AS "PARCEL TWO")**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN FRANCISCO, COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

BEGINNING AT THE POINT OF INTERSECTION OF THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF 20TH STREET WITH THE FORMER WESTERLY LINE OF THIRD STREET, FORMERLY KENTUCKY STREET, AS SAID FORMER WESTERLY LINE EXISTED PRIOR TO THE WIDENING OF THIRD STREET WHERE SHOWN ON THAT CERTAIN MAP ENTITLED, "MAP SHOWING THE WIDENING OF THIRD STREET FROM FOURTH STREET TO CUSTER AVE.", RECORDED JANUARY 20, 1944, IN MAP BOOK "O", AT PAGES 94 TO 96, INCLUSIVE, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA; AND THENCE RUNNING WESTERLY ALONG SAID EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF 20TH STREET AND SAID LINE OF 20TH STREET, 100 FEET; THENCE AT RIGHT ANGLE SOUTHERLY 150 FEET; THENCE AT A RIGHT ANGLE EASTERLY 100 FEET TO SAID FORMER LINE OF THIRD STREET; THENCE AT A RIGHT ANGLE NORTHERLY, ALONG SAID FORMER LINE OF THIRD STREET, 150 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF NEW POTRERO BLOCK 391 AND ALSO BEING A PORTION OF 3RD STREET, AN OPEN PUBLIC STREET.

PARCEL TWO:

COMMENCING AT A POINT ON THE EASTERLY SIDE OF TENNESSEE STREET, DISTANT THEREON 100 FEET SOUTHERLY FROM THE SOUTHERLY LINE OF TWENTIETH STREET; RUNNING THENCE SOUTHERLY ALONG SAID EASTERLY LINE OF TENNESSEE STREET, 50 FEET; THENCE AT RIGHT ANGLES EASTERLY 100 FEET; THENCE AT RIGHT ANGLES NORTHERLY 50 FEET; THENCE AT RIGHT ANGLES WESTERLY 100 FEET TO THE POINT OF COMMENCEMENT.

BEING PART OF POTRERO NUEVO BLOCK NO. 391.

APN: Lot 001, Block 4108

INDICATE CONSENT TO SUBSTITUTION FOR
ORIGINAL EXHIBIT A BY INITIALING BELOW:

Approved: Wayneco Heavy Industries, LLC

Initials

Approved: City And County of San Francisco

As
Initials

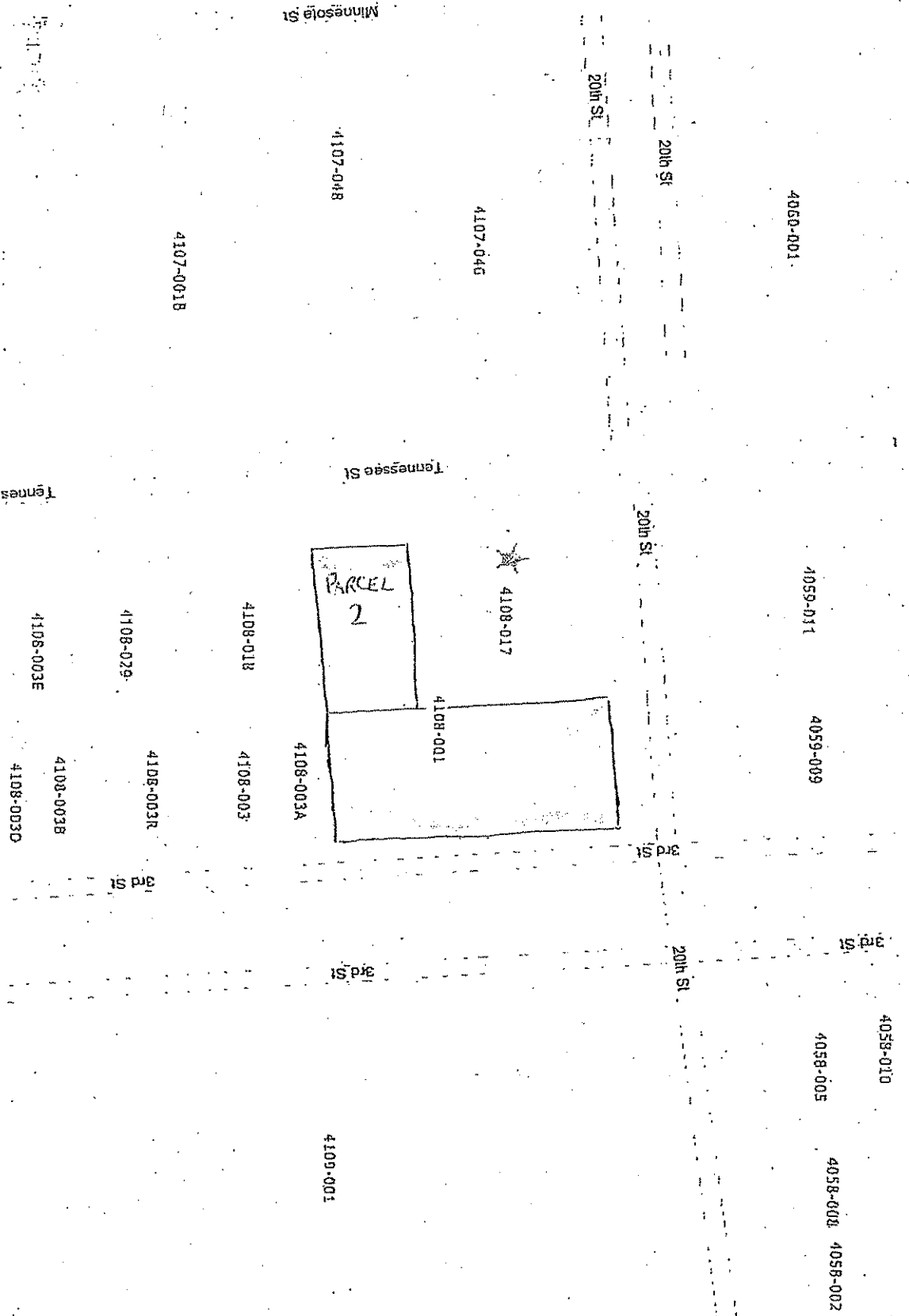


EXHIBIT B

General Depiction of City Parcel and Property

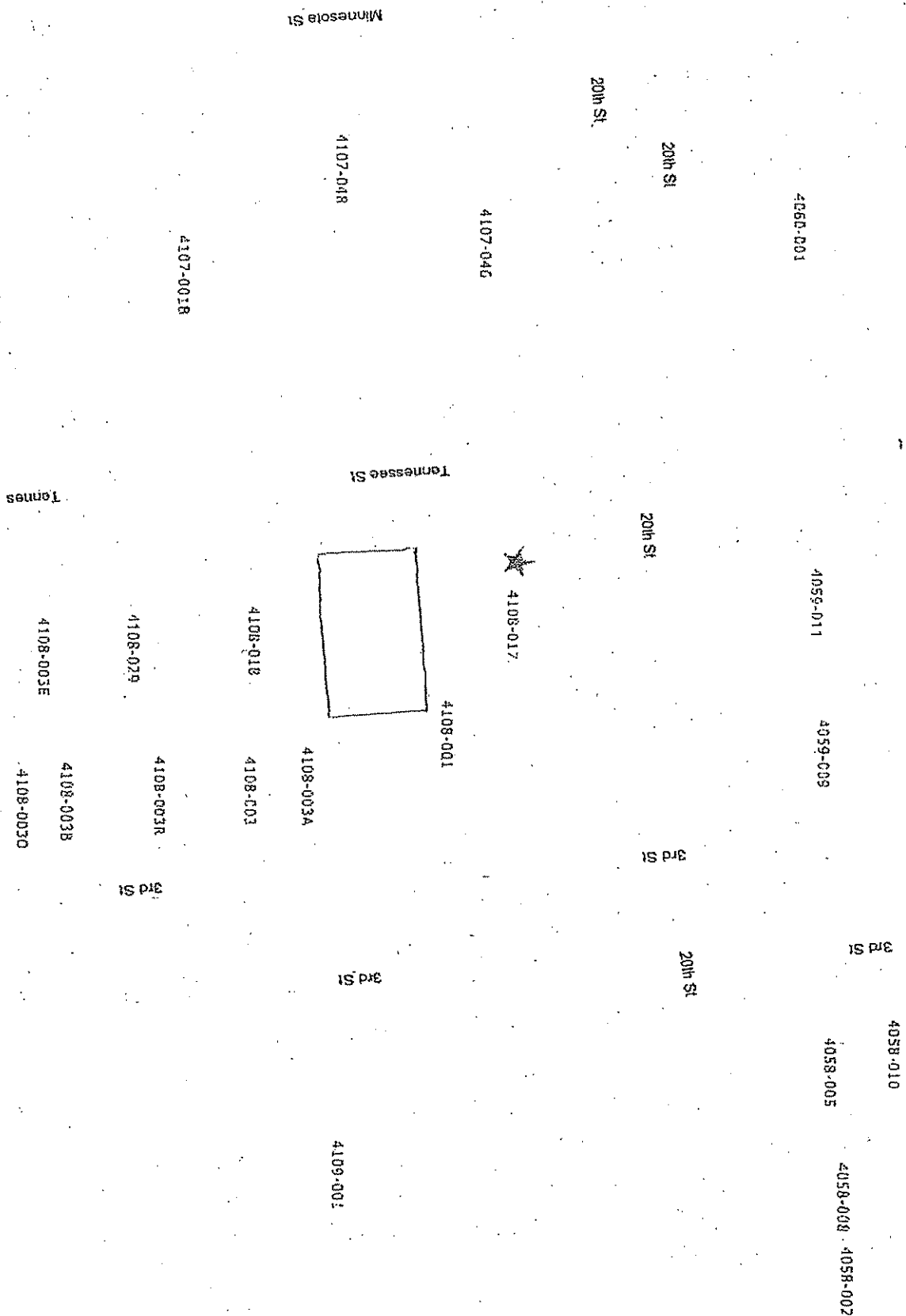


EXHIBIT C

Form Deed

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

~~WAYNE CO. HENRY INDUSTRIES LLC~~
WAYNE CO. HENRY INDUSTRIES LLC
P.O. BOX 100
Genoa NY 12526

MAIL TAX STATEMENTS TO:

AS ABOVE.

Attn: _____

Documentary Transfer Tax of \$ _____,
based on full value of the property conveyed

(Space above this line reserved for Recorder's use only)

QUITCLAIM DEED
[(Assessor's Parcel No. _____)]

FOR VALUABLE CONSIDERATION, receipt and adequacy of which are hereby
acknowledged, the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation
("City"), pursuant to Ordinance No. _____, adopted by the Board of Supervisors on
_____, 20__ and approved by the Mayor on _____, 20__, hereby
RELEASES, REMISES AND QUITCLAIMS to _____,
any and all right, title and interest City may have in and to the real property located in the City
and County of San Francisco, State of California, described on Exhibit A attached hereto and
made a part hereof.

Executed as of this _____ day of _____, 20__.

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
AMY L. BROWN
Director of Property

APPROVED AS TO FORM:

DENNIS J. HERRERA,
City Attorney

By: _____
Deputy City Attorney

State of California

County of San Francisco

} ss

On _____, before me, _____, a notary public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

EXHIBIT A TO QUITCLAIM DEED

Description of Property

EXHIBIT A TO QUITCLAIM DEED

DESCRIPTION OF PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN FRANCISCO, COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EASTERLY SIDE OF TENNESSEE STREET, DISTANT THEREON 100 FEET SOUTHERLY FROM THE SOUTHERLY LINE OF TWENTIETH STREET; RUNNING THENCE SOUTHERLY ALONG SAID EASTERLY LINE OF TENNESSEE STREET, 50 FEET; THENCE AT RIGHT ANGLES EASTERLY 100 FEET; THENCE AT RIGHT ANGLES NORTHERLY 50 FEET; THENCE AT RIGHT ANGLES WESTERLY 100 FEET TO THE POINT OF COMMENCEMENT.

BEING PART OF POTRERO NUEVO BLOCK NO. 391.

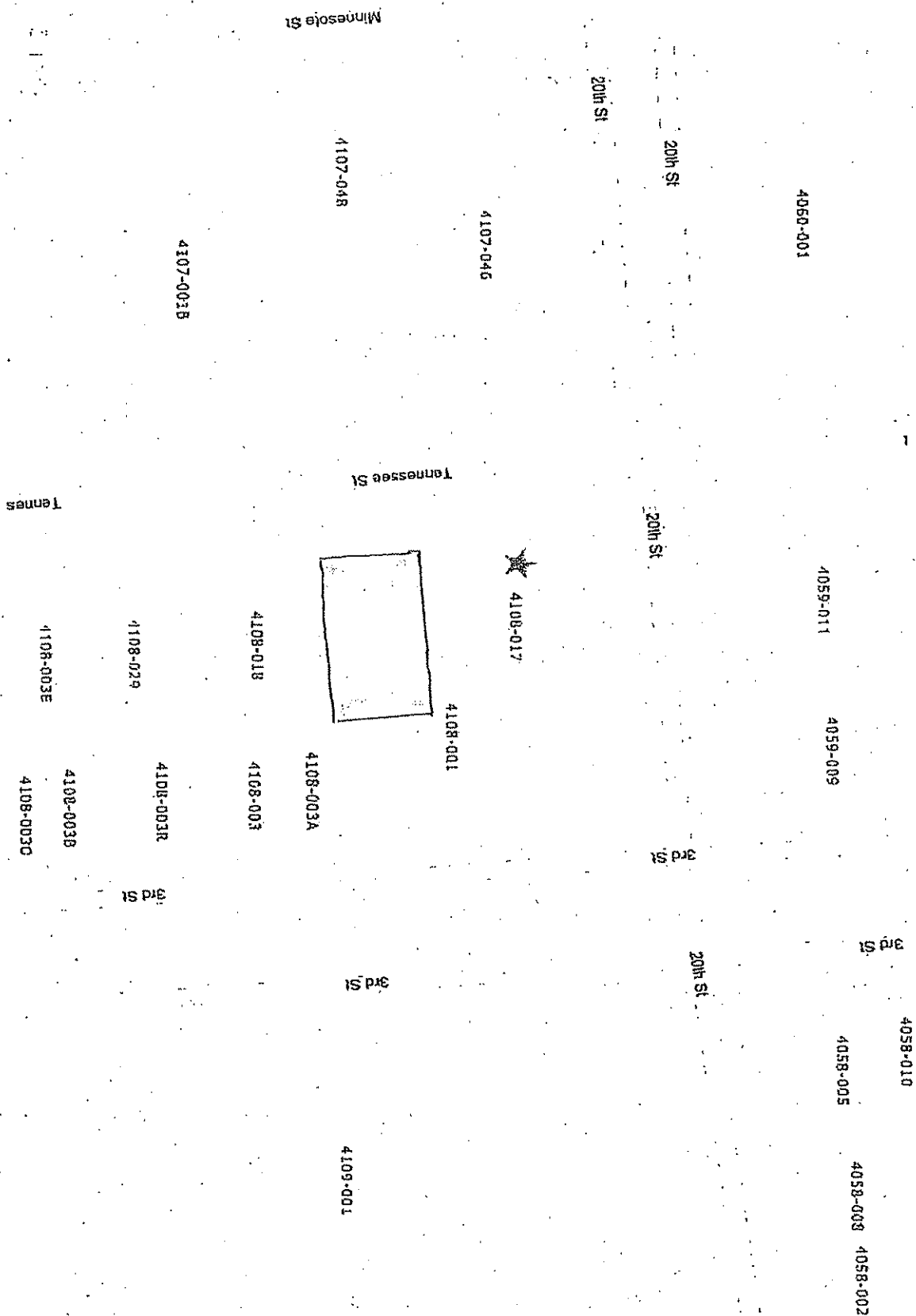
INDICATE CONSENT TO SUBSTITUTION FOR
ORIGINAL EXHIBIT A BY INITIALING BELOW:

Approved: Wayneco Heavy Industries, LLC

Initials

Approved: City And County of San Francisco

Initials



FORM SFEC-126:
NOTIFICATION OF CONTRACT APPROVAL
 (S.F. Campaign and Governmental Conduct Code § 1.126)

City Elective Officer Information <i>(Please print clearly.)</i>	
Name of City elective officer(s): Members, San Francisco Board of Supervisors	City elective office(s) held: Members, San Francisco Board of Supervisors
Contractor Information <i>(Please print clearly.)</i>	
Name of contractor: Wayneco Heavy Industries LLC	
<i>Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary.</i> Wayne De Geere III, Managing Member	
Contractor address: PO BOX 100 Gerlach, NV 89412-0100	
Date that contract was approved:	Amount of contract: \$1,310,000
Describe the nature of the contract that was approved: Sale of Property at 909 Tennessee St.	
Comments:	

This contract was approved by (check applicable):

☐ the City elective officer(s) identified on this form

☒ a board on which the City elective officer(s) serves San Francisco Board of Supervisors

Print Name of Board

☐ the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on this form sits

Print Name of Board

Filer Information <i>(Please print clearly.)</i>	
Name of filer: Clerk of the San Francisco Board of Supervisors	Contact telephone number: (415) 554-5184
Address: City Hall, Room 244, 1 Dr. Carlton B. Goodlett Pl., San Francisco, CA 94102	E-mail: Board.of.Superivsors@sfgov.org

Signature of City Elective Officer (if submitted by City elective officer)

Date Signed

Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk)

Date Signed

