



San Francisco Assessor-Recorder
 Carmen Chu, Assessor-Recorder
DOC- 2014-J995389-00
 Acct 25-NO CHARGE DOCUMENT
 Friday, DEC 19, 2014 09:42:20
 Ttl Pd \$0.00 Rcpt # 0005071391
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Recording Requested by, and
 when recorded, send notice to:
 Agricultural Commissioner
 1390 Market Street, Ste 210
 San Francisco, California 94102

**URBAN AGRICULTURE INCENTIVE ZONES ACT
 PROPERTY AGREEMENT
 [STREET NUMBER AND STREET NAME]
 ("[NAME OF PROPERTY, IF ANY]")
 SAN FRANCISCO, CALIFORNIA**

ma

THIS AGREEMENT is entered into by and between the City and County of San Francisco, a California municipal corporation ("City") and Aaron Rowland ("Owner").

RECITALS

Owner is the owner of the property located at 582 Rhode Island Street, in San Francisco, California (Block 4009, Lot 009). The San Francisco Planning Department and San Francisco Agricultural Commissioner have determined that the property located at 582 Rhode Island Street ("Property") is eligible under the California Urban Agriculture Incentive Zones Act for an urban agriculture incentive zones contract. Owner desires to implement a small-scale urban agricultural use project for the Property.

The State of California has adopted the "Urban Agriculture Incentive Zones Act" (California Government Code Sections 51040, *et seq.*, and California Revenue & Taxation Code, Article 1.5 [Section 422.7 *et seq.*]) authorizing local governments to enter into agreements with property owners to reduce their property taxes, or to prevent increases in their property taxes, in return for a commitment to a sustainable urban farm enterprise in an urban area. The City has adopted enabling legislation, San Francisco Administrative Code Chapter 53A, authorizing it to participate in the Urban Agriculture Incentive Zones Act program.

Owner desires to enter into an Urban Agriculture Incentive Zones Act Agreement (also referred to as "Agreement") with the City to help mitigate expenditures for the use of the Property for small-scale urban agricultural use. The City is willing to enter into such Agreement to promote the use of vacant, undeveloped land for sustainable urban agricultural use and to provide public benefits to the City such as connecting residents to the broader food system, providing green space and recreational opportunities, building community, and promoting food access, public health, and economic development potential.

NOW, THEREFORE, in consideration of the mutual obligations, covenants, and conditions contained herein, the parties hereto do agree as follows:

1. Application of Urban Agriculture Incentive Zones Act. The benefits, privileges, restrictions and obligations provided for in the California Urban Agriculture Incentive Zones Act and San Francisco Administrative Code Chapter 53A shall be applied to the Property during the time that this Agreement is in effect commencing from the date of recordation of this Agreement.
2. Use of the Property. Owner shall dedicate the entire Property to commercial or noncommercial agricultural use and shall undertake and complete the work set forth in Exhibit A ("Agricultural Use Plan") attached hereto. The Agricultural Use Plan sets forth the permitted

agricultural use of the property and includes the proposed site plan and development schedule for the property. Owner shall proceed diligently in commencing agricultural use as set forth in the Agricultural Use Plan and shall commence such use not less than thirty (30) days after recordation of this Agreement if not already using the Property for agricultural use. Owner shall permit members of the public to periodically access the site as set forth in the Agricultural Use Plan. No dwelling units shall be permitted on the Property. Failure to timely commence agricultural use, failure to permit public access according to the Agricultural Use Plan, or the presence or construction of any dwelling unit(s) on the Property shall result in cancellation of this Agreement as set forth in Paragraphs 13 and 14 herein.

3. Cessation of Agricultural Use. Owner shall report in writing to the Agricultural Commissioner any cessation of agricultural use for any reason or any other change in use from that approved under the attached Agricultural Use Plan within two (2) weeks of the cessation of activity. Owner shall resume agricultural activity consistent with the Agricultural Use Plan within three (3) months of any such cessation. Failure to timely resume agricultural use shall result in cancellation of this Agreement as set forth in Paragraphs 13 and 14 herein.

4. Pesticides and Fertilizers. Intentionally left blank.

5. Insurance. Owner shall secure adequate liability insurance to cover the uses proposed in the attached Agricultural Use Plan, including coverage for any third parties on the Property, and shall submit evidence of such insurance to the City upon request.

6. Inspections. Owner shall permit periodic examination of the Property by representatives of the City's Assessor-Recorder, the Department of Building Inspection, the Planning Department, the Agricultural Commissioner, and the State Board of Equalization, upon seventy-two (72) hours advance notice, to monitor Owner's compliance with the terms of this Agreement. Owner shall provide all reasonable information and documentation about the Property demonstrating compliance with this Agreement as requested by any of the above-referenced entities.

7. Term. This Agreement shall be effective upon the date of its recordation and shall be in effect for a term of five (5) years from such date ("Initial Term").

8. Valuation. This Agreement must have been signed, accepted and recorded on or before the lien date (January 1) for a fiscal year (the following July 1-June 30) for the Property to be valued under the taxation provisions of the Urban Agriculture Incentive Zones Act for that fiscal year.

9. Renewal and Extension. Owner may apply for an extension of the Agreement for an additional term of up to five (5) years, provided that the California Urban Agriculture Incentive Zones Act and San Francisco Administrative Code Chapter 53A permit such an extension. Any such extension shall be subject to the same requirements as an initial application as set forth in San Francisco Administrative Code Chapter 53A.

10. Payment of Fees. Owner agrees to pay any fee authorized by the San Francisco Board of Supervisors under the California Urban Agriculture Incentives Zone Act and Administrative Code Chapter 53A for the City's reasonable costs related to implementing and administering the Agreement, including but not limited to the costs of inspecting the Property and determining compliance with the Agreement, as provided for in Government Code Section 51042(a)(2)(A). Owner shall promptly pay any such requested amount within forty-five (45) days of receipt of notice of the fee amount due.

11. Default. An event of default under this Agreement may be any one of the following:

- (a) Owner's failure to conduct the agricultural use set forth in Exhibit A;
- (b) Owner's failure to resume agricultural use after cessation in accordance with the requirements of Paragraph 3 herein;
- (d) Owner's failure to allow any inspections as provided in Paragraph 6 herein;
- (e) Owner's termination of this Agreement during the Term;
- (f) Owner's failure to pay any fees imposed by the City as provided in Paragraph 10 herein;
- (g) Owner's failure to maintain adequate insurance for the Property; or
- (h) Owner's failure to comply with any other provision of this Agreement.

An event of default shall result in cancellation of this Agreement as set forth in Paragraphs 13 and 14 herein and payment of the cancellation fee and all property taxes due upon the Assessor-Recorder's determination of the assessed value of the Property as set forth in Paragraph 14 herein.

12. Cancellation by Owner. In the event Owner cancels this Agreement during the Term, Owner shall provide written notice to the Agricultural Commissioner and Assessor-Recorder and pay the Cancellation Fee as set forth in Paragraph 14 herein. In addition, the Assessor-Recorder shall determine the assessed value of the Property as of the date of cancellation and shall assess all property taxes for the Property without regard to any restriction imposed on the Property by this Agreement.

13. Cancellation by City. City may initiate proceedings to cancel this Agreement if it makes a reasonable determination that Owner has breached any condition or covenant contained in this Agreement or have defaulted as provided in Paragraph 11 herein. In order to cancel this Agreement, the Agricultural Commissioner shall provide written notice to the Owner, the Assessor-Recorder, and the Planning Department of his or her intent to cancel the Agreement. Owners may file a written appeal of this determination with the Clerk of the Board of Supervisors within thirty (30) days of the notification as set forth in San Francisco Administrative Code Section 53A.8. The Board of Supervisors shall determine at a public hearing whether this Agreement should be cancelled. If the Agreement is cancelled, the Owner shall pay the Cancellation Fee as set forth in Paragraph 14 herein, and the Assessor-Recorder shall determine the assessed value of the Property as of the date of cancellation and shall assess all property taxes for the Property without regard to any restriction imposed on the Property by this Agreement.

14. Cancellation Fee. If the City cancels this Agreement as set forth in Paragraph 13 above or Owners cancel the Agreement as set forth in Paragraph 12 above, Owner shall pay a cancellation fee equal to the cumulative value of the tax benefit received during the duration of the Agreement, as determined by the Assessor-Recorder, as set forth in Government Code Section 51042(a)(2)(B). This fee shall include the cumulative tax owed, including interest. The cancellation fee shall be paid to the City Tax Collector at such time and in such manner as the City shall prescribe. Owner may appeal payment of this fee to the Board of Supervisors as set forth in San Francisco Administrative Code Section 53A.8. The Board of Supervisors may waive payment of the fee, or any portion thereof, if it determines that the cancellation was caused by extenuating circumstances despite the good faith effort by the Owner to comply with the provisions of the Agreement.

15. **Enforcement of Agreement.** In lieu of the above provision to cancel the Agreement, the City may bring an action to specifically enforce or to enjoin any breach of any condition or covenant of this Agreement. Should the City determine that the Owner has breached this Agreement, the City shall give the Owner written notice by registered or certified mail setting forth the grounds for the breach. If the Owner does not correct the breach, or if it does not undertake and diligently pursue corrective action, to the reasonable satisfaction of the City within thirty (30) days from the date of receipt of the notice, then the City may, without further notice, initiate default procedures under this Agreement as set forth in Paragraph 13 and bring any action necessary to enforce the obligations of the Owners set forth in this Agreement. The City does not waive any claim of default by the Owners if it does not enforce or cancel this Agreement.

16. **Indemnification.** The Owner shall indemnify, defend, and hold harmless the City and all of its boards, commissions, departments, agencies, agents and employees (individually and collectively, the "City") from and against any and all liabilities, losses, costs, claims, judgments, settlements, damages, liens, fines, penalties and expenses incurred in connection with or arising in whole or in part from: (a) any accident, injury to or death of a person, loss of or damage to property occurring in or about the Property; (b) the use or occupancy of the Property by the Owner, his Agents or Invitees; (c) the condition of the Property; (d) any construction or other work undertaken by Owner on the Property; or (e) any claims by unit or interval Owner for property tax reductions in excess those provided for under this Agreement. This indemnification shall include, without limitation, reasonable fees for attorneys, consultants, and experts and related costs that may be incurred by the City and all indemnified parties specified in this Paragraph and the City's cost of investigating any claim. In addition to Owner's obligation to indemnify City, Owner specifically acknowledge and agree that they have an immediate and independent obligation to defend City from any claim that actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false, or fraudulent, which obligation arises at the time such claim is tendered to Owner by City, and continues at all times thereafter. The Owner's obligations under this Paragraph shall survive termination of this Agreement.

17. **Binding on Successors and Assigns.** The covenants, benefits, restrictions, and obligations contained in this Agreement shall be deemed to run with the land and shall be binding upon and inure to the benefit of all successors and assigns in interest of the Owner.

18. **Legal Fees.** In the event that either the City or the Owner fails to perform any of their obligations under this Agreement or in the event a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the prevailing party may recover all costs and expenses incurred in enforcing or establishing its rights hereunder, including reasonable attorneys' fees, in addition to court costs and any other relief ordered by a court of competent jurisdiction. Reasonable attorneys fees of the City's Office of the City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience who practice in the City of San Francisco in law firms with approximately the same number of attorneys as employed by the Office of the City Attorney.


19. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of California.

20. **Recordation.** Within 20 days from the date of execution of this Agreement, Owner shall cause this Agreement to be recorded with the Office of the Recorder of the City and County of San Francisco.

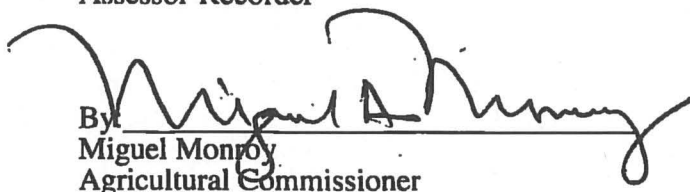
21. Amendments. This Agreement may be amended in whole or in part only by a written recorded instrument executed by the parties hereto in the same manner as this Agreement.
22. No Implied Waiver. No failure by the City to insist on the strict performance of any obligation of the Owner under this Agreement or to exercise any right, power, or remedy arising out of a breach hereof shall constitute a waiver of such breach or of the City's right to demand strict compliance with any terms of this Agreement.
23. Authority. If the Owner signs as a corporation or a partnership, each of the persons executing this Agreement on behalf of the Owner does hereby covenant and warrant that such entity is a duly authorized and existing entity, that such entity has and is qualified to do business in California, that the Owner have full right and authority to enter into this Agreement, and that each and all of the persons signing on behalf of the Owner are authorized to do so.
24. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
25. Tropical Hardwood Ban. The City urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood or tropical hardwood product.
26. Charter Provisions. This Agreement is governed by and subject to the provisions of the Charter of the City.
27. Signatures. This Agreement may be signed and dated in parts.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as follows:

CITY AND COUNTY OF SAN FRANCISCO:

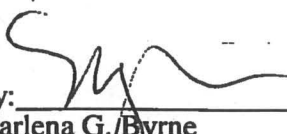
By: 
 Carmen Chu
 Assessor-Recorder

DATE: 12/8/2014

By: 
 Miguel Monroy
 Agricultural Commissioner

DATE: December 2, 2014

APPROVED AS TO FORM:
 DENNIS J. HERRERA
 CITY ATTORNEY

By: 
 Marlana G. Byrne
 Deputy City Attorney

DATE: December 2, 2014

RECORDED & INDEXED
 12/10/14 10:00 AM
 COUNTY OF SAN FRANCISCO

OWNER

By: 
Aaron Roland, Owner

DATE: 12/17/14

[IF MORE THAN ONE OWNER, ADD ADDITIONAL SIGNATURE LINES. ALL OWNERS MUST SIGN AGREEMENT.]

EACH OWNER'S SIGNATURE MUST BE NOTARIZED.
ATTACH PUBLIC NOTARY FORMS HERE.

**Please See Attached
Acknowledgement
From Notary Public**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN MATEO

On 12/17/14 before me, SHASHI SHETH, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared AARON ROLAND
Name(s) of Signer(s)

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.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: AGREEMENT

Document Date: _____ Number of Pages: 6

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____