

AGREEMENT

THIS AGREEMENT, made the 29th day of April, 1975, between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (hereafter referred to as the CITY), and the UNITED STATES OF AMERICA (hereafter referred to as the UNITED STATES), acting through the Department of Interior, National Park Service, witnesseth:

WHEREAS, the Congress of the United States of America has enacted into law Public Law 92-589, an Act to Establish the GOLDEN GATE NATIONAL RECREATION AREA (hereafter referred to as GGNRA) in the State of California; and

WHEREAS, the GGNRA has been created to preserve for public use and enjoyment areas possessing outstanding natural, historic, scenic and recreational values and to provide open space necessary to urban environment and planning; and

WHEREAS, the Secretary of the Interior is charged with management of GGNRA and mandated to utilize the resources of the GGNRA in a manner which will provide for recreational and educational opportunities consistent with sound principles of land use, planning and management, and to preserve the GGNRA in its natural setting and protect it from development and uses which would destroy the scenic beauty and natural character of the area; and

WHEREAS, section 2(a) of said Act provides that any lands within the GGNRA owned by the State of California or any political subdivision thereof may be acquired by the federal government only by donation; and

WHEREAS, the CITY owns lands, or an interest therein, which lie within the boundaries of the GGNRA and which are commonly known as: Fort Funston, Ocean Beach, Seal Rocks, Sutro Heights, Land's End, Phelan Beach, Baker Beach Access, Yacht Harbor, Marina Green, Municipal Pier and Aquatic Park, said lands to be more particularly described in the various deeds of transfer which may be executed by the CITY in favor of the federal government subsequent to this Agreement; and

WHEREAS, the CITY is considering the transfer of certain of said lands and interests in land upon certain reservations, restrictions, conditions, and rights of reverter; and

WHEREAS, the federal government will receive title to said lands subject to such reservations, conditions and rights of reverter as the deeds may contain without payment of consideration to the CITY; and

WHEREAS, the CITY will be relieved of the responsibility and expense of administering said lands and the UNITED STATES shall assume the responsibility and expense and shall administer the conveyed lands in accordance with the requirements of the GGNRA Act and National Park Service standards.

NOW, THEREFORE, it is mutually agreed as follows:

1. DESIGNATION OF AGENT. The Regional Director of the National Park Service designates the General Superintendent of the GGNRA and Point Reyes National Seashore (hereafter referred to as General Superintendent) as his agent, and the CITY designates its Department of City Planning as its agent for performance and enforcement of the respective rights and duties contained in this Agreement.

2. NOTICE OF PLANNED DEVELOPMENT. The General Superintendent will consult with the Department of City Planning on all planning matters relating to construction on the lands transferred by the CITY. This will be done in order to ensure that the Department of City Planning will be involved and informed during all stages of the planning process and in particular during the conceptual planning stage where potential conflicts can be resolved prior to the development of specific plans.

As any planning process moves from the conceptual stage to that of proposed construction plans, the General Superintendent shall formally notify and consult with the Department of City Planning on all proposed construction plans of any building, roadway, parking lot or facility, pier, or any structure or substantial alteration of the natural environment of the above mentioned lands. The Department of City Planning shall review said proposed construction plans for

conformance to the Master Plan of the CITY and possible adverse effect on traffic patterns and traffic safety on public streets of the CITY. After receiving the advice of the General Manager of the Recreation and Park Department and the Director of Public Works, the Department of City Planning shall report its findings to the Planning Commission which shall convey its agreement, disagreement or suggested modification of the proposed construction plans to the General Superintendent. The General Superintendent shall make every effort to accommodate the CITY's recommendations.

The National Park Service, acting through the General Superintendent, agrees to utilize the resources of the GGNRA in a manner which will provide for recreational and educational opportunities consistent with sound principles of land use, planning and management, to preserve the GGNRA in its natural setting and protect it from development and uses which would destroy the scenic beauty and natural character of the area, and to maintain the transferred premises in a good and sightly condition; and

3. FEES. Where not inconsistent with law and where within its discretion, the National Park Service shall not charge any fee for admission to or use of any open space within the lands transferred.

4. TRANSIT SYSTEM. The General Superintendent shall consult with the Planning Commission prior to instituting a transit system which operates on the streets of the CITY, and shall give good faith consideration to any recommendation made by the Planning Commission relative to said system.

5. SAND INCURSION. Subject to the availability of funds and within a reasonable time not to exceed eight (8) years, the UNITED STATES shall in good faith take reasonable measures to prevent the incursion of sand upon roadways adjacent to lands transferred by the CITY. Should this good faith effort fail to succeed the UNITED STATES will in no way be obligated in the future to share in the costs with the CITY for removal of sand from the Upper Great Highway.

6. PEDESTRIAN TUNNELS. Subject to the availability of funds, the CITY and the UNITED STATES shall cooperate in the maintenance of existing pedestrian tunnels and construction of additional tunnels beneath the Great Highway. Both the CITY and the UNITED STATES recognize the importance of providing access to the Ocean Beach lands via tunnels beneath the Great Highway.

7. LATERAL SUPPORT. The UNITED STATES will grant the CITY the right to enter upon the transferred lands for the purpose of maintaining lateral support for the CITY's roads and bridges. The UNITED STATES does reserve the right to approve the CITY's proposed measures or remedies in regards to the maintenance of lateral support. In an extreme emergency, after notifying the General Superintendent, the CITY shall be entitled to enter upon the lands transferred and take such temporary action as is necessary for the immediate preservation of a roadway or bridge. Nothing herein shall limit or waive any legal remedy which the City may otherwise have in regard to maintenance of lateral support by the federal government.

8. POINTS OF HISTORICAL INTEREST. The UNITED STATES shall, in accordance with applicable law, maintain points of historical interest within the transferred lands.

9. APPLICATION TO LANDS TRANSFERRED. The provisions of this agreement shall apply to only those lands in fact transferred by the CITY to the UNITED STATES.

10. RESERVATIONS, ETC. This agreement does not alter the reservations, conditions, restrictions and rights of reverter contained in the deeds of transfer to be executed.

11. NOTICE RE DEVELOPMENT ON PARKS LANDS NOT ACQUIRED FROM CITY. The General Superintendent shall notify the Department of City Planning of any planned construction upon GGNRA lands within the boundaries of the CITY even though said construction is upon property not acquired from the CITY. The General Superintendent shall give good faith consideration to any objections which the Planning Commission shall pose to said construction.

Joseph L. Walsh

Mayor

William J. ...

General Superintendent
Golden Gate National Recreation
Area and Point Reyes National
Seashore

[Signature]

Clerk of the Board of Supervisors

Howard H. Chapman

Regional Director, National Park
Service, Western Region

APPROVED AS TO FORM:

THOMAS M. O'CONNOR, City Attorney

By *Paul Auguste Chouteau*
Deputy City Attorney

APPROVED:

[Signature]
Recreation and Park Commission
Resolution 4245 4586