

File No. 250813

Committee Item No. 1

Board Item No. \_\_\_\_\_

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Land Use and Transportation

Date: Sept. 8, 2025

Board of Supervisors Meeting:

Date: \_\_\_\_\_

#### Cmte Board

- |                                     |                          |                                              |
|-------------------------------------|--------------------------|----------------------------------------------|
| <input type="checkbox"/>            | <input type="checkbox"/> | Motion                                       |
| <input type="checkbox"/>            | <input type="checkbox"/> | Resolution                                   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Ordinance                                    |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Legislative Digest                           |
| <input type="checkbox"/>            | <input type="checkbox"/> | Budget and Legislative Analyst Report        |
| <input type="checkbox"/>            | <input type="checkbox"/> | Youth Commission Report                      |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Introduction Form                            |
| <input 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 type="checkbox"/>            | <input type="checkbox"/> | Contract / DRAFT Mills Act Agreement         |
| <input type="checkbox"/>            | <input type="checkbox"/> | Form 126 – Ethics Commission                 |
| <input type="checkbox"/>            | <input type="checkbox"/> | Award Letter                                 |
| <input type="checkbox"/>            | <input type="checkbox"/> | Application                                  |
| <input type="checkbox"/>            | <input type="checkbox"/> | Public Correspondence                        |

#### OTHER

- |                                     |                          |                                                  |
|-------------------------------------|--------------------------|--------------------------------------------------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>DRAFT Sale Agreement</u>                      |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>PW Order No. 211954 – July 29, 2025</u>       |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>PUC Reso No. 19-0179 – September 10, 2019</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>RPD Consent Letter – March 15, 2017</u>       |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>RED and RPD Letter - July 29, 2025</u>        |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Planning GP Ref Letter – December 5, 2017</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Map – September 18, 2017</u>                  |
| <input type="checkbox"/>            | <input type="checkbox"/> | _____                                            |
| <input type="checkbox"/>            | <input type="checkbox"/> | _____                                            |

Prepared by: John Carroll

Date: Sept. 4, 2025

Prepared by: \_\_\_\_\_

Date: \_\_\_\_\_

Prepared by: \_\_\_\_\_

Date: \_\_\_\_\_

[Summary Public Service Easement Vacation and Quitclaim - 112 Kensington Way]

**Ordinance ordering the summary vacation of a public service easement for public utility purposes at 112 Kensington Way; authorizing the City to quitclaim its interest in the vacation area (Assessor's Parcel Block No. 2923, Lot No. 078) to Kevin Jenkins and Lalitha Chandrasekher for \$20,000; affirming the Planning Department's determination under the California Environmental Quality Act; adopting findings that the actions contemplated in this Ordinance are consistent with the General Plan, and the eight priority policies of Planning Code, Section 101.1; and authorizing official acts in connection with this Ordinance, as defined herein.**

NOTE: **Unchanged Code text and uncodified text** are in plain Arial font.  
**Additions to Codes** are in *single-underline italics Times New Roman font*.  
**Deletions to Codes** are in ~~*strikethrough italics Times New Roman font*~~.  
**Board amendment additions** are in double-underlined Arial font.  
**Board amendment deletions** are in ~~strikethrough Arial font~~.  
**Asterisks (\* \* \* \*)** indicate the omission of unchanged Code subsections or parts of tables.

Be it ordained by the People of the City and County of San Francisco:

Section 1. Environmental, Land Use, and Public Service Easement and Street Vacation Findings.

(a) California Streets and Highways Code Sections 8300 et seq. and San Francisco Public Works Code Section 787(a) set forth the procedures that the City and County of San Francisco ("City") follows to vacate public streets and public service easements.

(b) The Board of Supervisors finds it appropriate and in the public interest to pursue the summary public service easement vacation to vacate the City's interest in the utility easement located at 112 Kensington Way (Assessor's Parcel Block No. 2923, Lot No. 078)

1 (“Easement”) and quitclaim the City’s interest in the Easement to the property owners Kevin  
2 Jenkins and Lalitha Chandrasekher (collectively, the “Owners”) for \$20,000.00. This price is  
3 identified in the agreement between the Real Estate Division and the Owners dated  
4 June 1, 2025 (“Agreement for Sale of Real Estate”). Copies of the Easement, draft quitclaim  
5 deed, and the Agreement for Sale of Real Estate are on file with the Clerk of the Board of  
6 Supervisors in File No. 250813.

7 (c) The location and extent of the area to be vacated (the “Vacation Area”) comprises  
8 the abovementioned Easement at 112 Kensington Way. The Vacation Area is more  
9 particularly shown on the draft Public Works SUR Map, dated September 18, 2017 (“SUR  
10 Map”). A copy of this map is on file with the Clerk of the Board of Supervisors in File  
11 No. 250813 and is incorporated herein by reference.

12 (d) The City proposes to quitclaim its interest in the Vacation Area to the Owners  
13 of 112 Kensington Way to help facilitate a construction project at 112 Kensington Way  
14 pursuant to the provisions of the Agreement for Sale of Real Estate.

15 (e) On March 15, 2017, the San Francisco Recreation and Parks Department (“RPD”)  
16 reviewed the SUR Map and determined that the Easement was no longer needed and agreed  
17 with and supported the vacation of the Easement. A copy of RPD’s consent is on file with the  
18 Clerk of the Board of Supervisors in File No. 250813.

19 (f) On September 10, 2019, the San Francisco Public Utilities Commission (“SFPUC”)  
20 adopted Resolution No.19-0179, finding that the SFPUC had no foreseeable future need for  
21 the Easement, and consenting to the conveyance of the City’s interest in the Easement under  
22 the terms identified in the Agreement for Sale of Real Estate. A copy of this Resolution is on  
23 file with the Clerk of the Board of Supervisors in File No. 250813.

24 (g) In Public Works Order No. 211954, dated July 29, 2025 (“PW Order”), the Public  
25 Works Director (“PW Director”) determined and the City Engineer certified that: (1) the

1 Vacation Area is unnecessary for the City's present or prospective public service easement  
2 purposes; (2) based on public convenience and necessity, the Easement in the Vacation Area  
3 is no longer necessary for public purposes; (3) the public interest, convenience, and necessity  
4 do not require any easements or other rights be reserved because there are no public or  
5 private utility facilities that are in place in the Vacation Area and the Easement should be  
6 extinguished upon the effectiveness of the vacation; and (4) it is a policy matter for the Board  
7 of Supervisors to quitclaim the City's interest to the Owners. A copy of the PW Order is on file  
8 with the Clerk of the Board of Supervisors in File No. 250813 and is incorporated herein by  
9 reference.

10 (h) In the PW Order, the PW Director also found that the vacation of the Easement  
11 qualifies for a summary vacation for the following reasons:

12 (1) Under California Streets and Highways Code Section 8333(a), the  
13 Easement has not been used for the purpose for which it was created for five consecutive  
14 years immediately preceding the proposed vacation.

15 (2) Under California Streets and Highways Code Section 8333(c), the  
16 Easement has been determined to be excess by the SFPUC, as holder of the Easement on  
17 behalf of the City and County of San Francisco, and there are no other public facilities located  
18 within the Easement.

19 (3) Under California Streets and Highways Code Section 8334.5, there are no in  
20 place functioning facilities that would be affected by the vacation.

21 (i) In a letter dated July 29, 2025, the Director of Property recommended that the  
22 Board of Supervisors approve the sale and quitclaim of the City's interest in the Easement to  
23 the Owners for a cost of \$20,000.00 in accordance with the Agreement for Sale of Real  
24 Estate.

1 (j) In a letter dated December 15, 2017, the Planning Department found that the  
2 proposed vacation of the Vacation Area and other actions contemplated in this ordinance are  
3 consistent with the General Plan and priority policies of Planning Code Section 101.1. For  
4 purposes of this legislation, the Board of Supervisors adopts the Planning Department's  
5 General Plan and Planning Code Section 101.1 findings as its own and incorporates them  
6 herein by reference. The Planning Department letter is on file with the Clerk of the Board of  
7 Supervisors in File No. 250813 and is incorporated herein by reference.

8 (k) In this same letter, the Planning Department has determined that the actions  
9 contemplated in this ordinance comply with the California Environmental Quality Act  
10 (California Public Resources Code Sections 21000 et seq.). The Board affirms this  
11 determination.  
12

## 13 Section 2. Summary Vacation of Easement at 112 Kensington Way.

14 (a) The Board of Supervisors adopts the PW Order findings of the PW Director and  
15 City Engineer as its own, including the findings that support the summary public service  
16 easement vacation that is the subject of this ordinance.

17 (b) The Board of Supervisors, consistent with terms of Section 1 of this ordinance,  
18 finds that the Vacation Area is unnecessary for present or prospective public use.

19 (c) The Board of Supervisors hereby summarily vacates the Vacation Area, as shown  
20 on the SUR Map, pursuant to California Streets and Highways Code Sections 8300 et seq., in  
21 particular Sections 8333 and 8334.5 and San Francisco Public Works Code Section 787(a).

22 (d) The public interest and convenience require that the summary public service  
23 easement vacation be done as declared in this ordinance.

24 (e) The summary public service easement vacation shall be effective automatically  
25 and without any requirement for further Board of Supervisors action.

1           Section 3. Real Property Transaction; Delegation of Authority.

2           (a) The Board of Supervisors approves the draft quitclaim of the City's interest in the  
3 Vacation Area (Assessor's Parcel Block No. 2923, Lot No. 078) and conveyance of this  
4 property to the Owners in accordance with the Agreement for Sale of Real Estate.

5           (b) The Board of Supervisors delegates to the Director of Property, in consultation with  
6 the City Attorney's Office, the authority to make nonmaterial changes in, and to finalize and  
7 execute, the quitclaim deed for the Vacation Area on behalf of the City to the Owners in  
8 accordance with the terms set forth in this ordinance and to deposit the proceeds of the sale  
9 of this Easement to the City's General Fund.

10          (c) The Board further directs the Director of Property to submit copies of the final  
11 quitclaim for the Easement to the Clerk of the Board for the Clerk's files on this ordinance  
12 within 30 days of the date that the quitclaim is recorded.

13  
14          Section 4. Official Acts in Connection with this Ordinance.

15          (a) The Mayor, Clerk of the Board of Supervisors, Director of Property, County  
16 Surveyor, and PW Director are hereby authorized and directed to take any and all actions  
17 which they or the City Attorney may deem necessary or advisable to effectuate the purpose  
18 and intent of this ordinance, including, without limitation, the filing of this ordinance in the  
19 Official Records of the City; confirmation of satisfaction of the conditions to the effectiveness  
20 of the vacation of the Vacation Area hereunder; and execution and delivery of any evidence of  
21 the same, which shall be conclusive as to the satisfaction of the conditions upon signature by  
22 any such City official or the official's designee, and completion and recordation of the  
23 quitclaim.

24          (b) The City shall record this ordinance promptly upon the effective date of this  
25 vacation.

1           Section 5. The Clerk of the Board of Supervisors is hereby directed to transmit to the  
2 PW Director a certified copy of this ordinance so that the ordinance may be recorded together  
3 with any other documents necessary to effectuate the ordinance.  
4

5           Section 6. Effective Date. This ordinance shall become effective 30 days after  
6 enactment. Enactment occurs when the Mayor signs the ordinance, the Mayor returns the  
7 ordinance unsigned or does not sign the ordinance within ten days of receiving it, or the Board  
8 of Supervisors overrides the Mayor's veto of the ordinance.  
9

10 APPROVED AS TO FORM:  
11 DAVID CHIU, City Attorney

12 By: /s/ JOHN D. MALAMUT  
13       JOHN D. MALAMUT  
14       Deputy City Attorney

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## **LEGISLATIVE DIGEST**

[Summary Public Service Easement Vacation and Quitclaim - 112 Kensington Way]

**Ordinance ordering the summary vacation of a public service easement for public utility purposes at 112 Kensington Way; authorizing the City to quitclaim its interest in the vacation area (Assessor's Parcel Block No. 2923, Lot No. 078) to Kevin Jenkins and Lalitha Chandrasekher for \$20,000; affirming the Planning Department's determination under the California Environmental Quality Act; adopting findings that the actions contemplated in this Ordinance are consistent with the General Plan, and the eight priority policies of Planning Code, Section 101.1; and authorizing official acts in connection with this Ordinance, as defined herein.**

### **Existing Law**

This public service easement vacation action involves a public utility easement the burdens 112 Kensington Way (the "Vacation Area"). The Vacation Area is more particularly shown on Public Works SUR Map dated September 18, 2017. To vacate a public service easement, the City follows the procedures in California Streets and Highways Code Sections 8300 et seq. and Public Works Code Section 787(a). The California Streets and Highways Code provides for a summary public service easement vacation, which allows for expedited processing of such vacations if the City can make certain findings.

### **Amendments to Current Law**

By this ordinance, the Board of Supervisors would make findings required under State law and take actions required to summarily vacate the public utility easement on the Vacation Area. The legislation would approve the conveyance of a quitclaim deed for the City's interest in the Vacation Area to the 112 Kensington Way property owners for \$20,000, which will allow the owners to make certain improvements on their property. The ordinance would make environmental findings and findings of consistency with the City's General Plan and Planning Code Section 101.1.

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AGREEMENT FOR SALE OF REAL ESTATE

by and between

CITY AND COUNTY OF SAN FRANCISCO,

as Seller

and

Kevin Jenkins and Lalitha Chandrasekher, husband and wife as community property with right of survivorship,

as Buyer

For the sale and purchase of

City's easement on Buyer's parcel (APN 2923-078), located at 112 Kensington Way  
San Francisco, California 94127

June 1, 2025

## TABLE OF CONTENTS

|                                                          | <u>Page</u> |
|----------------------------------------------------------|-------------|
| 1. SALE AND PURCHASE .....                               | 2           |
| 1.1. Property Included in Sale .....                     | 2           |
| 2. PURCHASE PRICE .....                                  | 2           |
| 3. TITLE 2                                               |             |
| 3.1. Conditions of Title .....                           | 2           |
| 3.2. Buyer's Responsibility for Title Insurance .....    | 2           |
| 4. "AS-IS" PURCHASE; RELEASE OF CITY .....               | 2           |
| 4.1. Buyer's Independent Investigation .....             | 2           |
| 4.2. Property Disclosures .....                          | 3           |
| 4.3. RESERVED .....                                      | 3           |
| 4.4. As"-Is" Purchase .....                              | 3           |
| 4.5. Release of City .....                               | 4           |
| 5. CONDITIONS PRECEDENT .....                            | 4           |
| 5.1. Buyer's Conditions Precedent .....                  | 5           |
| 5.2. Contingency Period .....                            | 5           |
| 5.3. City's Conditions Precedent .....                   | 5           |
| 5.4. Failure of City's Conditions Precedent .....        | 5           |
| 6. ESCROW AND CLOSING .....                              | 6           |
| 6.1. Escrow .....                                        | 6           |
| 6.2. Closing Date .....                                  | 6           |
| 6.3. Deposit of Documents .....                          | 6           |
| 6.4. Title Company as Real Estate Reporting Person ..... | 6           |
| 7. RISK OF LOSS .....                                    | 7           |
| 7.1. Loss .....                                          | 7           |
| 7.2. Self-Insurance                                      |             |
| .....                                                    | Error       |
| <b>r! Bookmark not defined.</b>                          |             |
| 8. EXPENSES .....                                        | 7           |
| 8.1. Expenses .....                                      | 7           |
| 8.2. Brokers .....                                       | 7           |
| 9. RESERVED .....                                        | 8           |

|        |                                                             |    |
|--------|-------------------------------------------------------------|----|
| 10.    | GENERAL PROVISIONS .....                                    | 8  |
| 10.1.  | Notices .....                                               | 8  |
| 10.2.  | Successors and Assigns.....                                 | 8  |
| 10.3.  | Amendments .....                                            | 8  |
| 10.4.  | Authority of Buyer .....                                    | 9  |
| 10.5.  | Buyer's Representations and Warranties .....                | 9  |
| 10.6.  | Governing Law .....                                         | 9  |
| 10.7.  | Merger of Prior Agreements .....                            | 9  |
| 10.8.  | Parties and Their Agents .....                              | 10 |
| 10.9.  | Interpretation of Agreement.....                            | 10 |
| 10.10. | Time of Essence .....                                       | 10 |
| 10.11. | No Merger.....                                              | 10 |
| 10.12. | Non-Liability of City Officials, Employees and Agents ..... | 10 |
| 10.13. | Conflicts of Interest.....                                  | 10 |
| 10.14. | Notification of Prohibition on Contributions.....           | 11 |
| 10.15. | Sunshine Ordinance .....                                    | 11 |
| 10.16. | Tropical Hardwood and Virgin Redwood Ban .....              | 11 |
| 10.17. | No Recording .....                                          | 11 |
| 10.18. | Effective Date .....                                        | 11 |
| 10.19. | Severability .....                                          | 12 |
| 10.20. | Counterparts .....                                          | 12 |
| 10.21. | Cooperative Drafting. ....                                  | 12 |

## **LIST OF EXHIBITS**

EXHIBIT A      EASEMENT PROPERTY DESCRIPTION

EXHIBIT B      QUITCLAIM DEED

**AGREEMENT FOR SALE OF REAL ESTATE**

(Easement located within APN 2923-078, at 112 Kensington Way  
San Francisco, California 94127)

THIS AGREEMENT FOR SALE OF REAL ESTATE ("**Agreement**") dated for reference purposes only as of June 1, 2025, is by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("**City**" or "**Seller**"), and Kevin Jenkins and Lalitha Chandrasekher, husband and wife, as community property ("**Buyer**").

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

- A. Pursuant to a grant deed recorded on January 14, 1959 in the Official Records as Document No. H48733, City owns the ten-foot wide public utility easement ("**Easement**") in Block 2923 for the construction, installation, maintenance, repair, and replacement of water lines, sewers, and public utilities, in that real property described in the attached Exhibit A ("**Easement Property**").
- B. The Easement lies within the real property owned by Buyer, which is located at 112 Kensington, San Francisco, California, Assessor's Parcel Number Block 2923 – Lot 078 ("**Buyer's Property**").
- C. The City's acquisition of the Easement was to provide for the installation of a waste line for properties located above Kensington Way ("**Adjacent Property**"). Subsequently, the City purchased the Adjacent Property and developed Edgehill Park. The Recreation and Park Department ("**RPD**") has provided documentation confirming that RPD does not need the Easement and agrees with and supports the requested conveyance of Easement to the Buyer.
- D. The SFPUC's Water, Power and Wastewater Enterprise, which is responsible for the installation and maintenance of public facilities within the Easement, has provided documentation that no in-place public facilities have been built within the Easement Property, has no foreseeable future need for the Easement Property, and agrees with and supports the requested conveyance of the Easement to the Buyer.
- E. The Buyer requested vacation of the Easement to facilitate the construction of a single-family dwelling on the Buyer's Property, which is currently a vacant lot. Buyer is the only potential purchaser of the Easement and is willing to pay the appraised fair market value for the Easement.
- F. The Buyer desires to purchase the Easement, and City is willing to sell the Easement to Buyer, subject to approval of the City's Board of Supervisors and the Mayor, on the terms and conditions set forth hereinbelow.

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**

### **1.1. Property Included in Sale**

Subject to the terms, covenants and conditions set forth herein, City agrees to sell to Buyer, and Buyer agrees to purchase from City, City's interest in the Easement located within a portion of Buyer's Property, and more particularly described in Exhibit A.

## **2. PURCHASE PRICE**

The purchase price for the Easement is Twenty Thousand Dollars (\$20,000.00) (the "**Purchase Price**"). Buyer shall pay the Purchase Price as follows:

(a) Buyer shall pay the Purchase Price to City within 10 business days of the Board and Mayoral approval of the legislation authorizing the purchase of the Easement. The consummation of the purchase and sale contemplated hereunder shall be within 10 business days of the deposit of the Purchase Price (the "**Closing**").

All sums payable hereunder including, without limitation, the Deposit, 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 interest in and to the Easement to Buyer by quitclaim deed in the form of Exhibit B attached hereto (the "**Deed**"). Title to the Easement Property shall be subject to (a) liens of local real estate taxes and assessments, (b) all existing exceptions and encumbrances, whether or not disclosed by a current preliminary title report or the public records or any other documents reviewed by Buyer pursuant to Section 5.1 hereof, and any other exceptions to title which would be disclosed by an accurate and thorough investigation, survey, or inspection of the Easement Property, and (c) all items of which Buyer has actual or constructive notice or knowledge.

### **3.2. Buyer's Responsibility for Title Insurance**

Buyer understands and agrees that the right, title and interest in the Easement 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 or other physical monument of the Easement Property's boundary lines may not correspond to the legal description of the Easement 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.

## **4. "AS-IS" PURCHASE; RELEASE OF CITY**

### **4.1. Buyer's Independent Investigation**

Buyer represents and warrants to City that Buyer has performed a diligent and thorough inspection and investigation of each and every aspect of the Easement 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 Easement Property and the existence of physically open and legally sufficient access to the Easement Property.

(b) The zoning and other legal status of the Easement Property, including, without limitation, the compliance of the Easement 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.

(c) The quality, nature, adequacy and physical condition of the Easement Property, including, but not limited to, the structural elements, foundation, roof, interior, landscaping, parking facilities, and the electrical, mechanical, HVAC, plumbing, sewage and utility systems, facilities and appliance, and all other physical and functional aspects of the Easement Property.

(d) The quality, nature, adequacy, and physical, geological and environmental condition of the Easement Property (including soils and any groundwater), and the presence or absence of any Hazardous Materials in, on, under or about the Easement Property or any other real property in the vicinity of the Easement 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.

#### **4.2. Property Disclosures**

(a) 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 Easement 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.

#### **4.3. RESERVED**

#### **4.4. "As-Is" Purchase**

BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT CITY IS SELLING AND BUYER IS PURCHASING CITY'S INTEREST IN THE EASEMENT 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 EASEMENT PROPERTY, ITS SUITABILITY FOR BUYER'S INTENDED USES OR ANY OF THE EASEMENT PROPERTY CONDITIONS. CITY DOES NOT GUARANTEE THE LEGAL, PHYSICAL, GEOLOGICAL, ENVIRONMENTAL OR OTHER CONDITIONS OF THE EASEMENT PROPERTY, NOR DOES IT ASSUME ANY RESPONSIBILITY FOR THE COMPLIANCE OF THE EASEMENT 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 EASEMENT PROPERTY AND THE USES TO WHICH IT MAY BE PUT.

#### 4.5. Release of City

As part of its agreement to purchase the Easement Property in its "As-Is With All Faults" condition, Buyer, on behalf of itself and its successors and assigns, 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, 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 customer's past, present and future use of the Easement Property, (ii) the physical, geological or environmental condition of the Easement Property, including, without limitation, any Hazardous Material in, on, under, above or about the Easement Property, and (iii) any federal, state, local or administrative law, rule, regulation, order or requirement applicable thereto, 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. Section 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 Section 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.).

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 OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN TO HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

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: \_\_\_\_\_

#### 5. CONDITIONS PRECEDENT

### **5.1. Buyer's Conditions Precedent**

NONE

### **5.2. Contingency Period**

Buyer shall have until 5:00 p.m. San Francisco Time on the date that is ten (10) business days after the Effective Date to review and approve or waive Buyer's Conditions (such period being referred to herein as the "Contingency Period"). If Buyer elects to proceed with the purchase of the Easement Property, then Buyer shall, before the expiration of the Contingency Period, notify City in writing that Buyer has approved all such matters. If before the end of the Contingency Period Buyer fails to give City such written notice and fails to object to any of Buyer's Conditions, then Buyer shall be deemed to have waived Buyer's Conditions. Notwithstanding the foregoing, if Buyer objects to any of the matters contained within Section 5.1 within the Contingency Period, then City may, but shall have no obligation to remove or remedy any objectionable matter. If City agrees to remove or remedy the objectionable matter, it shall notify Buyer within ten (10) days following Buyer's notice of objection, and the Closing Date shall be delayed for so long as City diligently pursues such removal or remedy. If and when City elects not to remove or remedy the objectionable matter, which City may do at any time including following an initial election to pursue remedial or corrective actions, this Agreement shall automatically terminate, the Deposit shall be returned to Buyer, and neither party shall have any further rights or obligations hereunder except as provided in Sections 8.2 [Brokers], or 10.4 [Authority of Buyer] or as otherwise expressly provided herein.

### **5.3. City's Conditions Precedent**

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

- (a) Buyer shall have performed all of its obligations hereunder and all of Buyer's representations and warranties shall be true and correct.
- (b) Legislation approving and authorizing the transactions contemplated hereby and finding that the public interest or necessity demands, or will not be inconvenienced by the sale of the Easement Property, shall have been adopted by the City's Board of Supervisors and Mayor, in their respective sole and absolute discretion, and duly enacted on or before October 31, 2025.
- (c) Title Company shall have agreed to be the real estate reporting person for the Closing in compliance with the Reporting Requirements (as defined in Section 6.5 below).

### **5.4. Failure of City's Conditions Precedent**

Each of City's Conditions Precedent are intended solely for the benefit of City. If any of City's Conditions Precedent are not satisfied as provided above, City may, at its option, terminate this Agreement. Upon any such termination, neither party shall have any further rights or obligations hereunder except as provided in Sections 8.2 [Brokers], or 10.4 [Authority of Buyer] or as otherwise expressly provided herein.

## **6. ESCROW AND CLOSING**

### **6.1.Escrow**

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 i) the date which is thirty (30) days after the expiration of the Contingency Period and enactment of the Board of Supervisor's legislation, or if such date is not a business day, then upon the next ensuing business day, before 1:00 p.m. San Francisco time or (ii) such later date and time as Buyer and City may mutually agree upon in writing (the "Closing Date"). Such date and time may not be extended without the prior written approval of both City and Buyer.

### **6.3.Deposit of Documents**

(a) At or before the Closing, City shall deposit into escrow the duly executed and acknowledged Deed conveying the Easement Property to Buyer subject to the Conditions of Title;

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

(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 Easement Property in accordance with the terms hereof.

### **6.4.Title Company as Real Estate Reporting Person**

Section 6045(e) of the United States Internal Revenue Code of 1986 and the regulations promulgated thereunder (collectively, the "Reporting Requirements") require that certain information be made to the United States Internal Revenue Service, and a statement to be furnished to City, in connection with the Closing. Buyer and City agree that if the Closing occurs, Title Company will be the party responsible for closing the transaction contemplated in this Agreement and is hereby designated as the real estate reporting person (as defined in the Reporting Requirements) for such transaction. Title Company shall perform all duties required of the real estate reporting person for the Closing under the Reporting Requirements, and Buyer and City shall each timely furnish Title Company with any information reasonably requested by Title Company and necessary for the performance of its duties under the Reporting Requirements with respect to the Closing.

## **7. RISK OF LOSS**

### **7.1.Loss**

City shall give Buyer notice of the occurrence of damage or destruction of, or the commencement of condemnation proceedings affecting, any portion of the Easement Property. In the event that all or any portion of the Easement Property is condemned, or destroyed or damaged by fire or other casualty prior to the Closing, then Buyer may, at its option to be exercised within ten (10) days of City's notice of the occurrence of the damage or destruction or the commencement of condemnation proceedings, 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 ten (10)-day period that Buyer will proceed with the purchase, then this Agreement shall terminate at the end of such ten (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 Sections 4.3 [Entry and Indemnity], 8.2 [Brokers], or otherwise expressly provided herein. If Buyer elects to proceed with the purchase of the Easement Property, then upon the Closing, Buyer shall receive a credit against the Purchase Price payable hereunder equal to the amount of any insurance proceeds or condemnation awards actually collected by City as a result of any such damage or destruction or condemnation, plus the amount of any insurance deductible, less any sums expended by City toward the restoration or repair of the Easement Property. If the proceeds or awards have not been collected as of the Closing, then City shall assign such proceeds or awards to Buyer, except to the extent needed to reimburse City for sums expended to collect such proceeds or repair or restore the Easement Property, and Buyer shall not receive any credit against the Purchase Price with respect to such proceeds or awards.

### **7.2.Self-Insurance**

Notwithstanding anything to the contrary above, Buyer acknowledges that City self-insures and shall not be obligated to purchase any third-party commercial liability insurance or property insurance.

## **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.

### **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. RESERVED**

**10. GENERAL PROVISIONS**

**10.1. Notices**

Any notices, consent or approval required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given upon: (i) hand delivery, against receipt, or (ii) one (1) day after being deposited with a reliable overnight courier service, or (iii) two (2) days after being deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required and 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  
Re: 112 Kensington

with a copy to:

Nancy Taylor  
Deputy City Attorney  
Office of the City Attorney  
City Hall, Room 234  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102  
Re: 112 Kensington

BUYER:

Kevin Jenkins  
70 San Jacinto Way  
San Francisco, CA 94127

with a copy to:

Jeanette Marcelo, Old Republic  
2575 Ocean Ave.  
San Francisco, CA 94132

or such other address as either party may from time to time specify in writing to the other party upon five (5) days prior written notice in the manner provided above. For the convenience of the parties, copies of notices may also be given by email to the email provided above. However, neither party may give official notice or binding notice by email. The effective time of a notice shall not be affected by receipt of an email prior to receipt of the original notice.

**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 the Buyer and City.

#### **10.4. Authority of Buyer**

Buyer represents and warrants to City that they are the sole owners of Buyer's Property 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 authorized, 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 and any and all other representations and warranties of Buyer contained herein or in other agreements or documents executed by Buyer in connection herewith, 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 the sole owner of Buyer's Property and has full authority to execute, deliver and perform this Agreement. No consent or approval by any other party is required. Buyer 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.

(b) 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.

(c) No document or instrument furnished or to be furnished by the Buyer to the 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. Governing Law**

This Agreement shall be governed by, subject to, and construed in accordance with the laws of the State of California and City's Charter and Administrative Code.

Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the Superior Court for the City and County of San Francisco, and each party agrees to the exclusive jurisdiction of such court in any such suit, action, or proceeding (excluding bankruptcy matters). The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action, or proceeding in such court and irrevocably waive and agree not to plead or claim that any suit, action, or proceeding brought in San Francisco Superior Court relating to this Agreement has been brought in an inconvenient forum.

#### **10.7. 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.

#### **10.8. 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 (1) 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.

#### **10.9. 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 effect the purposes of the parties and this Agreement.

#### **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 Easement 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 Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 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 said 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 Prohibition on Contributions**

Through its execution of this Agreement, Buyer acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the selling or leasing of any land or building to or from any department of the City whenever such transaction would require the approval by a City elective officer, the board on which that City elective officer serves, or a board on which an appointee of that individual serves, from making any campaign contribution to (1) the City elective officer, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual or candidate, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or twelve (12) months after the date the contract is approved. Buyer acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$100,000 or more. Buyer further acknowledges that the (i) prohibition on contributions applies to each Buyer; each member of Buyer's board of directors, and Buyer's chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than ten percent (10%) in Buyer; any subcontractor listed in the contract; and any committee that is sponsored or controlled by Buyer; and (ii) within thirty (30) days of the submission of a proposal for the contract, the City department with whom Grantee is contracting is obligated to submit to the Ethics Commission names of the parties to the contract and any subcontractor. Additionally, Buyer certifies that Buyer has informed each of the persons described in the preceding sentence of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

#### **10.15. Sunshine Ordinance**

Buyer understands and agrees that under the City's Sunshine Ordinance (San Francisco Administrative Code, Chapter 67) and the California Public Records Act (Gov. Code Section 7920.000 *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 Environment Code.

#### **10.17. No Recording**

Neither this Agreement nor any memorandum or short form thereof may be recorded by Buyer.

#### **10.18. Effective Date**

As used herein, the term "Effective Date" shall mean the date on which the City's Board of Supervisors and Mayor enact an ordinance approving and authorizing this Agreement and the transactions contemplated hereby, following execution of this Agreement by both parties.

#### **10.19. Severability**

If any provision of this Agreement or the application thereof to any person, entity or circumstance shall be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons, entities or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law, except to the extent that enforcement of this Agreement without the invalidated provision would be unreasonable or inequitable under all the circumstances or would frustrate a fundamental purpose of this Agreement.

#### **10.20. Counterparts**

This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. This Agreement may be executed by a party's signature transmitted by electronic mail in portable document format ("pdf") or through an electronic signature/online signature service such as "DocuSign" and copies of this Agreement executed and delivered by means of pdf signatures or by DocuSign or similar service shall have the same force and effect as copies hereof executed and delivered with original signatures. All parties hereto may rely upon pdf signatures as if such signatures were originals. Upon request by either party, any party executing and delivering this Agreement by pdf shall promptly thereafter deliver a counterpart of this Agreement containing said party's original signature. All parties hereto agree that a pdf signature page may be introduced into evidence in any proceeding arising out of or related to this Agreement as if it were an original signature page.

#### **10.21. Cooperative Drafting.**

This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement 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 APPROPRIATE LEGISLATION 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 LEGISLATION, 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. APPROVAL OF THE TRANSACTIONS CONTEMPLATED HEREBY BY ANY DEPARTMENT, COMMISSION OR AGENCY OF CITY SHALL NOT BE DEEMED TO IMPLY THAT SUCH LEGISLATION WILL BE ENACTED NOR WILL ANY SUCH APPROVAL CREATE ANY BINDING OBLIGATIONS ON CITY.

*[SIGNATURES ON FOLLOWING PAGE]*

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

CITY:

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

BUYER:

KEVIN JENKINS AND LALITHA  
CHANDRASEKHER, HUSBAND AND WIFE  
AS COMMUNITY PROPERTY

By:

\_\_\_\_\_  
ANDRICO Q. PENICK  
Director of Property

DocuSigned by:



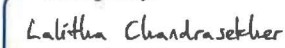
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Kevin Jenkins

6/21/2025

APPROVED AS TO FORM:

DAVID CHIU, City Attorney

DocuSigned by:



62313976FEE6446...  
Lalitha Chandrasekher

6/23/2025

By:

\_\_\_\_\_  
Nancy Taylor  
Deputy City Attorney

**EXHIBIT A**

**EASEMENT DESCRIPTION**

All that certain real property located in the City and County of San Francisco, State of California, described as follows:

A non-exclusive easement for the construction, installation, maintenance, repair and replacement of water lines, sewers and public utilities, in, under, through and along a strip of land 10 feet in width, the center line of which is described as follows:

COMMENCING at a point on the northeasterly line of Kensington Way, distant thereon north  $36^{\circ} 56' 27''$  west 149.319 feet from the intersection of the northerly line of Ulloa Street and the northeasterly line of Kensington Way; thence north  $53^{\circ} 03' 33''$  east 122.728 feet to a point on the dividing line between Lots 20 and 21 in Block 2923 as shown on the map entitled "Blocks 2923, 2933, 2934 and 2935, Claremont Court, Parcel 2, San Francisco, Cal.," filed August 24, 1917 in Map Book "H" at pages 84 to 86 inclusive in the office of the Recorder of the City and County of San Francisco, State of California.

**EXHIBIT B**  
**QUITCLAIM DEED**

RECORDING REQUESTED BY,  
AND WHEN RECORDED RETURN TO:

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

MAIL TAX STATEMENTS TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

Address: \_\_\_\_\_

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

Block \_\_\_\_\_, Lot \_\_\_\_\_

Documentary Transfer Tax of \$\_\_\_\_\_ based upon full market value of the property without  
deduction for any lien or encumbrance

**QUITCLAIM DEED**

FOR VALUABLE CONSIDERATION, receipt and adequacy of which are hereby  
acknowledged, the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation  
("City"), pursuant to Resolution 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: \_\_\_\_\_  
ANDRICO Q. PENICK  
Director of Property

APPROVED AS TO FORM:

DAVID CHIU  
City Attorney

By: \_\_\_\_\_  
NANCY TAYLOR  
Deputy City Attorney

DESCRIPTION CHECKED/APPROVED:

By: \_\_\_\_\_  
[NAME]  
City Engineer

## **Exhibit A to Quit Claim Deed**

### **Easement Property Legal Description**

All that certain real property located in the City and County of San Francisco, State of California, described as follows:

A non-exclusive easement for the construction, installation, maintenance, repair and replacement of water lines, sewers and public utilities, in, under, through and along a strip of land 10 feet in width, the center line of which is described as follows:

COMMENCING at a point on the northeasterly line of Kensington Way, distant thereon north  $36^{\circ} 56' 27''$  west 149.319 feet from the intersection of the northerly line of Ulloa Street and the northeasterly line of Kensington Way; thence north  $53^{\circ} 03' 33''$  east 122.728 feet to a point on the dividing line between Lots 20 and 21 in Block 2923 as shown on the map entitled "Blocks 2923, 2933, 2934 and 2935, Claremont Court, Parcel 2, San Francisco, Cal.", filed August 24, 1917 in Map Book "H" at pages 84 to 86 inclusive in the office of the Recorder of the City and County of San Francisco, State of California.

**A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.**

State of California                     )  
                                                      ) ss  
County of San Francisco            )

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.

Signature \_\_\_\_\_ (Seal)



San Francisco Public Works  
General – Director’s Office  
49 South Van Ness Ave., Suite 1600  
San Francisco, CA 94103  
(628) 271-3160 [www.SFPublicWorks.org](http://www.SFPublicWorks.org)

**Public Works Order No: 211954**

**Determination to recommend: 1) the summary vacation of a public service easement for public utility purposes at 112 Kensington Way; 2) authorizing the City to quitclaim its interest in the vacation area (Assessor’s Parcel Block No. 2923, Lot No. 078) to Kevin Jenkins and Lalitha Chandrasekher, the property owners of Lot 078.**

WHEREAS, The property located at 112 Kensington Way (Assessor’s Parcel Block No. 2923, Lot No. 078) is burdened with an used public service easement (“Easement”). There is public interest to summarily vacate the public service easement and quitclaim the City’s interest in the Easement to the property owners Kevin Jenkins and Lalitha Chandrasekher (collectively, the “Owners”) for \$20,000.00. This price is identified in the agreement between the Real Estate Division and the Owners dated June 1, 2025 (“Agreement for Sale of Real Estate”) that will accompany the public service easement vacation ordinance to the Board of Supervisors; and

WHEREAS, The location and extent of the easement area to be vacated (the “Vacation Area”) comprises the abovementioned Easement at 112 Kensington Way. The Vacation Area is more particularly shown on the draft Public Works (“PW”) SUR Map 2017-001, dated September 18, 2017 (“SUR Map”); and

WHEREAS, The City proposes to quitclaim its interest in the Vacation Area to the Owners of 112 Kensington Way to help facilitate a construction project at 112 Kensington Way pursuant to the provisions of the Agreement for Sale of Real Estate; and

WHEREAS, The Vacation Area: (1) is unnecessary for the City's present or prospective public service easement purposes; (2) based on public convenience and necessity, the Easement in the Vacation Area is no longer necessary for public purposes; (3) the public interest, convenience, and necessity do not require any easements or other rights be reserved because there are no public or private utility facilities that are in place in the Vacation Area and the Easement should be extinguished upon the effectiveness of the vacation; and (4) it is a policy matter for the Board of Supervisors to quitclaim the City’s interest to the Owners; and

WHEREAS, The Vacation Area may be summarily vacated according to Streets and Highways Code Sections 8334(a) and (c) and 8334.5 because: (1) the Easement has not been used for the purpose for which it was created for five consecutive years immediately preceding the proposed vacation; (2) the Easement has been determined to be excess by the San Francisco Public Utilities Commission (“SFPUC”), as holder of the Easement on behalf of the City, and there are no other public facilities located within the Easement; and (3) there are no in place functioning facilities that would be affected by the vacation; and

WHEREAS, The vacation is being carried out pursuant to San Francisco Public Works Code Section 787(a); and

WHEREAS, Pursuant to the California Streets and Highway Code Sections 8300 et seq., Public Works (Bureau of Surveying and Mapping) has initiated the process to vacate the Vacation Area; and

WHEREAS, Public Works sent notice of the proposed street vacation, a draft SUR Map drawing, and a Public Works referral letter to City departments and utility companies; and

WHEREAS, No City agency, utility company, or other noticed recipient objected to the proposed vacation; and

WHEREAS, On March 15, 2017, the San Francisco Recreation and Parks Department reviewed the SUR Map and determined that the Easement was no longer needed and agreed with and supported the vacation of the Easement; and

WHEREAS, On September 10, 2019, the SFPUC adopted Resolution No.19-0179, finding that the SFPUC had no foreseeable future need for the Easement, and consenting to the conveyance of the City's interest in the Easement under the terms identified in the Agreement for Sale of Real Estate; and

WHEREAS, In a letter dated December 5, 2017, the Planning Department found that the proposed Vacation and the transfer of the Vacation Area are, on balance, in conformity with the General Plan and Planning Code Section 101.1 as set forth in Planning Case No. 2014-003297GPR;

**NOW, THEREFORE, BE IT ORDERED THAT:**

The Director hereby approves the following documents either attached hereto or referenced herein:

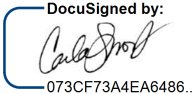
1. Ordinance to summarily vacate the Vacation Area
2. Vacation Area SUR Map No. 2017-001

The Director recommends that the Board of Supervisors approve the ordinance to summarily vacate said Vacation Area.

The Director acknowledges that it is a policy matter for the Board of Supervisors to approve quitclaim the City's interest in the easement as set forth in the Agreement for Sale of Real Estate.

X  Signed by:  
French, Eli  
4748D0D14D5D475...

French, Eli  
City & County Surveyor

X  DocuSigned by:  
Carla Short  
073CF73A4EA6486...

Short, Carla  
Director of Public Works

## **PUBLIC UTILITIES COMMISSION**

City and County of San Francisco

RESOLUTION NO. 19-0179

WHEREAS, In 1959, the City the acquired the ten-foot wide public utility easement (Easement) in Block 2923 for the construction, installation, maintenance, repair, and replacement of water lines, sewers, and public utilities, pursuant to a Grant Deed recorded on January 14, 1959 in the Official Records as Document No. H48733, a copy of which is on file with the Commission Secretary; and

WHEREAS, In 2006, the City approved Parcel Map No. 2773 (Parcel Map), which subdivided former Lot 035 of Block 2923 into two lots. The Parcel Map was recorded on July 5, 2006 in the Official Records in Book 46 of Parcel Maps at page 184; and

WHEREAS, Since the City's acquisition of the Easement, the SFPUC has not constructed any water and sewer infrastructure or related facilities in, on, or under the Easement; and

WHEREAS, One of the two lots subject to the Easement is located at 112 Kensington Way, San Francisco, California (Burdened Property), and currently owned by Eugene and Diana Yesin (together, the Owners); and

WHEREAS, The Owners of the Burdened Property now request a vacation of the Easement (Proposed Vacation) to facilitate the replacement or improvement of an existing single-family dwelling, and the Proposed Vacation is shown on the draft Public Works SUR Map, dated March 7, 2017; and

WHEREAS, The SFPUC's Water, Power and Wastewater Enterprises have confirmed that the SFPUC has no foreseeable future need for the Easement area; and

WHEREAS, The San Francisco Department of Public Works (Public Works) has advised the SFPUC Real Estate Services (RES) staff that there are no in-place public utility facilities within the Easement; and

WHEREAS, Although the SFPUC does not have an exclusive right or jurisdiction over this public utility easement, because the SFPUC has a right to use the Easement, Public Works is seeking the SFPUC's consent to the proposed vacation; and

WHEREAS, The Owners will pay to the City fair market value of the Easement as determined by the Director of Property as consideration for the vacation of the Easement on the Burdened Property, which will be paid into the City's general fund because this is a public utility easement that was granted to the City generally and that is not specifically dedicated to the SFPUC's use or under the SFPUC's jurisdiction; and

WHEREAS, Under Section 8333 of the California Streets and Highways Code, a local agency may summarily vacate a public service easement when: (a) the Easement has not been used for the purpose for which it was dedicated or acquired for five consecutive years immediately preceding the proposed vacation; (b) the Easement has been determined to be excess by the Easement holder; and (c) there are no other public facilities located within the Easement; and

WHEREAS, Section 8334.5 of the California Streets and Highways Code allows a summary vacation if there are no in-place utility facilities that are in use and would be affected by the vacation; and

WHEREAS, The proposed vacation does not constitute a project under the California Environmental Quality Act (CEQA) and the CEQA Guidelines under Section 15378 because there would be no change to the physical environment; now, therefore, be it

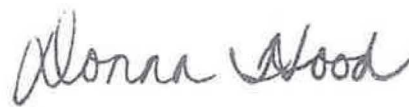
RESOLVED, That this Commission hereby consents to the Proposed Vacation; and, be it

FURTHER RESOLVED, That this Commission hereby consents to Public Works, together with the City's Real Estate Division, and in consultation with the City Attorney, proceeding with the Proposed Vacation; and, be it

FURTHER RESOLVED, That this Commission hereby consents and agrees that monetary consideration for the Proposed Vacation to be paid by the Owners shall be deposited into the City's general fund; and, be it

FURTHER RESOLVED, That this Commission hereby approves and authorizes any actions necessary or advisable to effectuate the purposes and intent of the Proposed Vacation or this resolution; and that such actions comply with all applicable laws, including the City Charter.

*I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of September 10, 2019.*



---

Secretary, Public Utilities Commission



Edwin M. Lee, Mayor  
Philip A. Ginsburg, General Manager

March 15, 2017

Re: Vacation of Public Utilities Easement at 112 Kensington Way - APN Block 2923-078

The San Francisco Recreation and Parks Department is the owner of Edgehill Park located on Edgehill Way. The park includes parcel 2923-054 – an adjoining parcel to the easement in question.

The Recreation and Parks Department has reviewed the attached SUR map that indicates the location of the proposed Public Easement vacation. The public service easement was established to provide for the installation of a waste line for properties located above Kensington Way. Since these properties were purchased by the Recreation and Park Department and developed into Edgehill Park, the easement is no longer needed.

The Recreation and Park Department agrees with and supports the request for the proposed Public Easement Vacation.

Please contact Stacy Bradley at (415) 575-5609 with any questions or concerns.

Sincerely,

Dawn Kamalanathan  
Director of Capital and Planning Division



# ASSESSORS BLOCK 2923

CITY AND COUNTY  
OF SAN FRANCISCO  
REEL D976, IM 390  
LOT 54

PLAT PREPARED BY:

BAY AREA LAND SURVEYING INC.

3065 RICHMOND PKWY, SUITE 101

RICHMOND, CA 94806

(510) 223-5167

APN 2923-078; KENSINGTON3261-ESMT; 17-3261

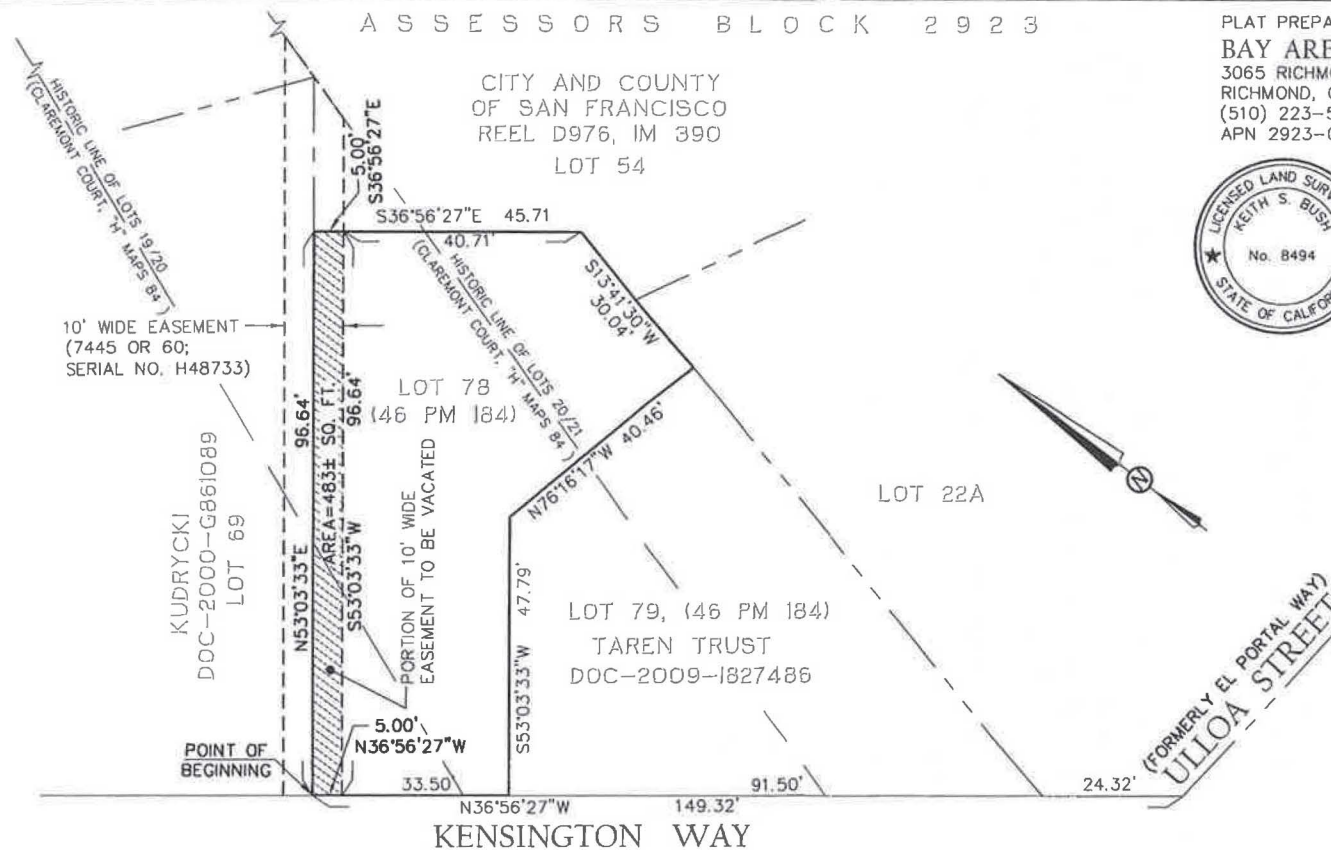


*Keith S. Bush*  
KEITH S. BUSH, L.S. 8494  
DATE: 03/07/2017

GRAPHIC SCALE



( IN FEET )  
1 inch = 20 ft.



REFERENCE  
BUREAU OF STREET USE & MAPPING

SEP 18 2017

DEPT OF PUBLIC WORKS

APPROVED:

BRUCE R. STORRS  
CITY AND COUNTY SURVEYOR

DATE

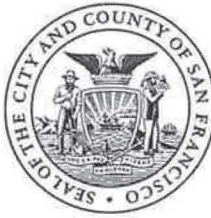
CITY AND COUNTY OF SAN FRANCISCO  
DEPARTMENT OF PUBLIC WORKS

PROPOSED VACATION OF A PORTION OF THE 10' EASEMENT RECORDED JANUARY 14, 1959, IN  
BOOK 7445 OF OFFICIAL RECORDS, AT PAGE 60 UNDER RECORDERS SERIAL NUMBER H48733

FILE:  
SUR:

SHEET 1 OF 1

SCALE: 1"=20'



July 29, 2025

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

**RE: Vacation of Public Utilities Easement at 112 Kensington – APN 2923-078**

Dear Honorable Board Members:

I am writing in support of the Ordinance authorizing the sale of a public utilities easement, recorded against the real property located at 112 Kensington Way (the "Property"), to the burdened parcel's Owners ("Buyer").

The easement was originally recorded to allow for the residential development of the vacant land located adjacent to, and uphill from, the Property (APN 2923-054, the "Adjacent Property").

The Adjacent Property was not developed into housing, but rather acquired by The City's Recreation and Parks Department ("REC") and is now a public park (EdgeHill Park on Edgehill Way).

I have determined that:

- REC recommends the sale of the easement (see authorizing letter, with Public Works SUR map included, attached);
- The City's Public Utilities Commission adopted Resolution No. 19-0179 (see attached) consenting to the sale, and the Real Estate Division of the Public Utilities enterprise has confirmed that no infrastructure facilities have been constructed, nor is there a future need for such construction, on the Property (see documentation attached);
- Buyer will purchase the easement at the Fair Market Value ("FMV") established by City approved appraisal;
- City and Buyer have negotiated a Purchase and Sale Agreement, containing a form of Quitclaim Deed to be used, which Buyer has signed (see attached); and

- A City Planning Department General Plan Referral has been obtained (see attached).

I recommend approval of the proposed Ordinance authorizing this sale. If you have questions regarding the Purchase and Sale Agreement, please contact the assigned Transaction Agent, Sandi Levine, at (415) 361-1555 or [Sandi.Levine@sfgov.org](mailto:Sandi.Levine@sfgov.org).

Respectfully,

A handwritten signature in blue ink, appearing to read "Andrico Q. Penick".

Andrico Q. Penick  
Director of Property



## SAN FRANCISCO PLANNING DEPARTMENT

### General Plan Referral

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

Reception:  
**415.558.6378**

Fax:  
**415.558.6409**

Planning  
Information:  
**415.558.6377**

*Date:* December 5, 2017  
*Case No.* Case No. 2014.003297GPR  
Easement Vacation - 112 Kensington Way

*Block/Lot No.:* 2923/078

*Project Sponsor:* Janet Campbell, Architect  
Campbell and Associates  
2 Parker Avenue, #302  
San Francisco, CA 94118

*Applicant:* Same as above

*Staff Contact:* María De Alva – (415) 575-8729  
[maria.f.dealva@sfgov.org](mailto:maria.f.dealva@sfgov.org)

*Recommendation:* Find the project, on balance, in conformity with  
the General Plan

*Recommended  
By:*

  
John Rahaim, Director of Planning

#### PROJECT DESCRIPTION

The applicant seeks to vacate a 5ft-wide portion of an easement under the jurisdiction of the San Francisco Recreation and Parks Department, along the parcel located at 112 Kensington Way (block 2923, lot 078). The proposed easement vacation would allow side access to a proposed new construction of a three-stories-over-garage single family dwelling unit (Building Permit 201407242130).

#### SITE DESCRIPTION AND PRESENT USE

The parcel is currently vacant. The easement sits adjacent to Edgehill Park and was established to provide for the installation of a waste line for properties located above Kensington Way. Since these properties were purchased by RPD and developed into Edgehill Park, the easement is no longer needed, according to RPD.

**ENVIRONMENTAL REVIEW**

The granting of an easement does not qualify as a project under CEQA Guidelines Sections 15060(c) and 15378 because there is no direct or indirect physical change in the environment.

In addition, the project for which the easement is being requested proposes the construction of a single family dwelling in an urbanized area. CEQA Guidelines Section 15303(a), or Class 3, provides an exemption from environmental review for new construction or conversion of up to three single-family residences in urbanized areas. Construction of the proposed project at 112 Kensington Way would qualify for this exemption.

**GENERAL PLAN COMPLIANCE AND BASIS FOR RECOMMENDATION**

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:

**HOUSING DESIGN ELEMENT****OBJECTIVE 1**

**IDENTIFY AND MAKE AVAILABLE FOR DEVELOPMENT ADEQUATE SITES TO MEET THE CITY'S HOUSING NEEDS, ESPECIALLY PERMANENTLY AFFORDABLE HOUSING.**

**POLICY 1.1**

**Plan for the full range of housing needs in the City and County of San Francisco, especially affordable housing.**

*The Project would contribute to the addition of a single family dwelling unit to San Francisco's housing stock.*

**POLICY 1.10**

**Support new housing projects, especially affordable housing, where households can easily rely on public transportation, walking and bicycling for the majority of daily trips.**

*The proposed easement vacation would contribute to the addition of a single family dwelling unit, located within 1,500 ft of a Transit Preferential Street (W Portal Ave), and major transit lines K, L, M.*

**Eight Priority Policies Findings**

Planning Code Section 101.1 establishes Eight Priority Policies and requires review of discretionary approvals and permits for consistency with said policies. The proposed project, an easement vacation of a 5ft wide portion, is found to be consistent with the Eight Priority Policies as set forth in Planning Code Section 101.1 for the following reasons:

1. That existing neighborhood-serving retail uses be preserved and enhanced and future opportunities for resident employment in and ownership of such businesses enhanced.  
*No neighborhood-serving retail uses are located on the Project site. The proposed easement will have no effect on neighborhood serving retail.*

2. That existing housing and neighborhood character be conserved and protected in order to preserve the cultural and economic diversity of our neighborhood.  
*The Project will contribute to the conservation and protection of neighborhood character, by providing additional housing to the neighborhood.*
3. That the City's supply of affordable housing be preserved and enhanced.  
*The proposed easement will have no effect on affordable housing since there are no affordability requirements for this site. The Project, however, will contribute to increment the City's housing stock.*
4. That commuter traffic not impede MUNI transit service or overburden our streets or neighborhood parking.  
*The proposed easement will have no effect on neighborhood traffic or parking.*
5. That a diverse economic base be maintained by protecting our industrial and service sectors from displacement due to commercial office development, and that future opportunities for residential employment and ownership in these sectors be enhanced.  
*No industrial or service industry establishment is located on or near the Project site. The proposed easement will have no effect on the industrial or service businesses in the City.*
6. That the City achieve the greatest possible preparedness to protect against injury and loss of life in an earthquake.  
*The proposed easement will have no effect on earthquake preparedness.*
7. That landmarks and historic buildings be preserved.  
*The Project will have no effect on landmarks or historic buildings.*
8. That our parks and open space and their access to sunlight and vistas be protected from development.  
*The proposed easement will have no effect on parks and open space.*

**RECOMMENDATION:**

**Find the Project, on balance, in-conformity  
with the General Plan**

I:\Citywide\General Plan\General Plan Referrals\2017\2014-003297GPR - 112 Kensington Way\2014-003297GPR - 112 Kensington Way  
draft.doc

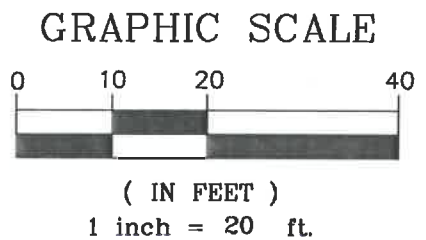
# ASSESSORS BLOCK 2923

CITY AND COUNTY  
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(510) 223-5167  
APN 2923-078; KENSINGTON3261-ESMT; 17-3261



*Keith S. Bush*  
KEITH S. BUSH, L.S. 8494  
DATE: 03/07/2017



LOT 22A

LOT 79, (46 PM 184)  
TAREN TRUST  
DOC-2009-1827486

LOT 78  
(46 PM 184)

KUDRYCKI  
DOC-2000-G861089  
LOT 69

POINT OF  
BEGINNING

KENSINGTON WAY

(FORMERLY EL PORTAL WAY)  
ULLOA STREET

REFERENCES  
**RECEIVED**  
BUREAU OF STREET USE & MAPPING

SEP 18 2017

DEPT OF PUBLIC WORKS

APPROVED:

BRUCE R. STORRS  
CITY AND COUNTY SURVEYOR

DATE

CITY AND COUNTY OF SAN FRANCISCO  
DEPARTMENT OF PUBLIC WORKS

PROPOSED VACATION OF A PORTION OF THE 10' EASEMENT RECORDED JANUARY 14, 1959, IN  
BOOK 7445 OF OFFICIAL RECORDS, AT PAGE 60 UNDER RECORDERS SERIAL NUMBER H48733

FILE:  
SUR:

SHEET 1 OF 1

SCALE: 1"=20'

## Introduction Form

(by a Member of the Board of Supervisors or the Mayor)

I hereby submit the following item for introduction (select only one):

- ☐ 1. For reference to Committee (Ordinance, Resolution, Motion or Charter Amendment)
- ☐ 2. Request for next printed agenda (For Adoption Without Committee Reference)  
(Routine, non-controversial and/or commendatory matters only)
- ☐ 3. Request for Hearing on a subject matter at Committee
- ☐ 4. Request for Letter beginning with "Supervisor  inquires..."
- ☐ 5. City Attorney Request
- ☐ 6. Call File No.  from Committee.
- ☐ 7. Budget and Legislative Analyst Request (attached written Motion)
- ☐ 8. Substitute Legislation File No.
- ☐ 9. Reactivate File No.
- ☐ 10. Topic submitted for Mayoral Appearance before the Board on

The proposed legislation should be forwarded to the following (please check all appropriate boxes):

- ☐ Small Business Commission      ☐ Youth Commission      ☐ Ethics Commission
- ☐ Planning Commission      ☐ Building Inspection Commission      ☐ Human Resources Department

General Plan Referral sent to the Planning Department (proposed legislation subject to Charter 4.105 & Admin 2A.53):

- ☐ Yes      ☐ No

(Note: For Imperative Agenda items (a Resolution not on the printed agenda), use the Imperative Agenda Form.)

Sponsor(s):

Subject:

Long Title or text listed:

Signature of Sponsoring Supervisor: