

File No. 150263

Committee Item No. 1

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Land Use & Transportation

Date June 1, 2015

Board of Supervisors Meeting

Date _____

Cmte Board

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| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
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| <input type="checkbox"/> | <input type="checkbox"/> | Grant Budget |
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| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | Form 126 – Ethics Commission |
| <input type="checkbox"/> | <input type="checkbox"/> | Award Letter |
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Completed by: Andrea Ausberry Date May 28, 2015

Completed by: _____ Date _____

1 [Summary Vacation of Sewer Easement - Approval of Sale of Easement Interest -
2 98 Crown Terrace - \$16,000]

3 **Ordinance ordering the summary vacation of a sewer easement and approving sale for**
4 **\$16,000 of City's interest in the vacated easement within property located at**
5 **98 Crown Terrace (Assessor's Block No. 2705, Lot No. 029); adopting findings pursuant**
6 **to the California Streets and Highways Code, Sections 892 and 8330, et seq.; adopting**
7 **findings pursuant to the California Environmental Quality Act; adopting findings that**
8 **the vacation and sale are in conformity with the General Plan, and the eight priority**
9 **policies of Planning Code, Section 101.1; and authorizing official acts in the**
10 **furtherance of this Ordinance.**

11 Note: Additions are single-underline italics Times New Roman;
12 deletions are ~~strikethrough italics Times New Roman~~.
13 Board amendment additions are double underlined.
14 Board amendment deletions are ~~strikethrough normal~~.

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

15 Section 1. Findings. The Board of Supervisors of the City and County of
16 San Francisco hereby finds, determines, and declares as follows:

17 A. Michele Sweeney and Lucy R. Wohltman (together, "Buyer") have requested
18 that City vacate a ten-foot wide sewer easement (the "Easement") that lies within the parcel of
19 real property owned by Buyer at 98 Crown Terrace (Lot 029 in Assessor's Block 2705) in San
20 Francisco (the "Property") and sell City's interest in the Easement to Buyer to facilitate Buyer's
21 construction of improvements on the Property.

22 B. The Easement was reserved by City in 1958 when it vacated and quitclaimed to
23 a prior owner of the Property a portion of former Pemberton Place. A copy of that quitclaim
24 deed (the "Original Deed") is on file with the Clerk of the Board of Supervisors in File No.
25 150263 and is incorporated herein by reference. The Easement is described in the Original

1 Deed and shown on DPW SUR Map No. 2015-001, a copy of which is in File No. 150263 and
2 is incorporated herein by reference.

3 C. Pursuant to Charter Section 8B.121(a), the San Francisco Public Utilities
4 Commission ("SFPUC") has exclusive charge of the sewer utilities of the City and the real
5 property assets under its jurisdiction. Pursuant to Charter Section 9.118(c), any sale of real
6 property owned by the City requires the prior approval of the Board of Supervisors.

7 D. SFPUC staff and Buyer have negotiated a proposed Agreement for Sale of Real
8 Estate (the "Sale Agreement") under which City would sell to Buyer City's interest in the
9 Easement and convey such interest to Buyer by quitclaim deed in substantially the form
10 attached to the Sale Agreement ("Quitclaim Deed"). Based on an appraisal of the Easement,
11 SFPUC's Real Estate Services Division and City's Department of Real Estate determined that
12 the \$16,000 purchase price to be paid by Buyer is reasonably equivalent to the Easement's
13 fair market value. A copy of the proposed Sale Agreement is on file with the Clerk of the
14 Board of Supervisors in File No. 150263 and is incorporated herein by reference.

15 E. Section 8333(c) of the California Streets and Highways Code provides in
16 relevant part that the legislative body of a local agency may summarily vacate a public service
17 easement if (i) it has been determined to be excess by the easement holder and there are no
18 other public facilities located within the easement, or (ii) the easement has not been used for
19 the purpose for which it was acquired for five consecutive years immediately preceding the
20 proposed vacation. In addition, in order to authorize a summary vacation, Section 8334.5 of
21 the California Streets and Highways Code requires a finding that there are no in-place public
22 utility facilities that are in use and would be affected by the vacation.

1 F. SFPUC staff have confirmed that since City acquired the Easement in 1958,
2 SFPUC has not constructed any sewer infrastructure or related facilities within the Easement
3 and has no plans to use the Easement in the future.

4 G. In DPW Order No. 183258 dated January 14, 2015 ("Order"), the Director of
5 Public Works determined that a summary vacation is appropriate in this instance and
6 recommended such action to the Board of Supervisors. This Order is on file with the Clerk of
7 the Board of Supervisors in File No. 150263 and is incorporated herein by reference.

8 H. In a Certificate of Determination dated June 19, 2014, the Planning Department
9 determined that the actions contemplated in this Ordinance are categorically exempt from
10 environmental review. In a letter dated June 25, 2014, the Director of Planning found that the
11 proposed easement vacation and sale are in conformance with the City's General Plan, and
12 are consistent with the eight priority policies of Planning Code Section 101.1. The Certificate
13 and the letter are on file with the Clerk of the Board of Supervisors in File No. 150263 and are
14 incorporated herein by reference.

15 I. On October 14, 2014, by Resolution No. 14-0163 ("Resolution"), the SFPUC
16 found that the Easement is surplus to SFPUC's current and future utility needs, recommended
17 approval of the sale and vacation of the Easement, and authorized the Director of Property or
18 SFPUC General Manager to execute the Sale Agreement and the Quitclaim Deed, subject to
19 prior approval by the Board and Mayor of the vacation and sale. A copy of such Resolution is
20 on file with the Clerk of the Board of Supervisors in File No. 150263 and is incorporated herein
21 by reference.

22 J. The Board of Supervisors adopts as its own and incorporates by reference as
23 though fully set forth herein the findings in the Order, pursuant to Streets and Highways Code
24 Section 892, that the Easement has no use as a nonmotorized transportation facility.

1 K. The Board adopts as its own and incorporates by reference as though fully set
2 forth herein the findings in the Order and Resolution, pursuant to Streets and Highways Code
3 Section 8333, that the Easement has not been used for the purpose for which it was acquired
4 for five consecutive years preceding the date of this ordinance.

5 L. The Board adopts as its own and incorporates by reference as though fully set
6 forth herein the findings in the Order and Resolution, pursuant to Streets and Highways Code
7 Section 8334.5, that there are no in-place public utility facilities that are in use and would be
8 affected by the vacation.

9 M. The Board adopts as its own and incorporates by reference as though fully set
10 forth herein the findings of the Planning Department's Certificate of Exemption dated June 19,
11 2014, and the Director of Planning's letter dated June 25, 2014, that the proposed vacation
12 and sale of the Easement are in conformity with the General Plan; on balance; and consistent
13 with the eight priority policies of Planning Code Section 101.1, for the reasons set forth in the
14 Director of Planning's letter.

15
16 Section 2. The public convenience and necessity require that no easements or other
17 rights be reserved for any public utility facilities and that any rights based upon any such
18 public utility facilities shall be extinguished automatically upon the effectiveness of the
19 vacation hereunder.

20
21 Section 3. The Board finds and determines that the Easement is unnecessary for
22 present or prospective public use and that the public interest and convenience require that the
23 vacation be done as declared in this Ordinance, provided that the Easement is sold as
24 contemplated by and set forth in the Sale Agreement.

1 Section 4. Pursuant to California Streets and Highways Code Sections 8330 et seq.
2 (Public Streets, Highways, and Service Easement Vacation Law, Summary Vacation) and
3 Section 787 of the San Francisco Public Works Code, the Board orders the summary vacation
4 of the Easement immediately prior to the sale of the Easement to Buyer. The Clerk of the
5 Board of Supervisors and the Director of Property shall be authorized, and the Clerk shall be
6 directed, to record or cause to be recorded in the Official Records of the City and County of
7 San Francisco a certified copy of this Ordinance ordering such vacation as provided in
8 Section 8336(a) of the California Streets and Highways Code at the Closing (as defined in the
9 Sale Agreement), and thereupon such vacation shall be effective without any further action by
10 the Board of Supervisors. Immediately following the recordation of this Ordinance, the
11 Director of Property is authorized to record the Quitclaim Deed, in accordance with the Sale
12 Agreement. In the event that the Closing does not occur for any reason, this Ordinance shall
13 be null and void and shall not be recorded.

14
15 Section 5. In accordance with the recommendation of DPW, SFPUC, and the
16 Director of Property, the Board of Supervisors hereby approves the Sale Agreement and the
17 proposed purchase and sale transaction and authorizes and approves the execution by the
18 Director of Property of the Sale Agreement in substantially the form presented to the Board
19 and any other such documents that are necessary or advisable to effectuate the purpose and
20 intent of this Ordinance, and hereby authorizes the SFPUC to complete the contemplated
21 purchase and sale transaction.

22
23 Section 6. The Board of Supervisors authorizes the Director of Property and SFPUC
24 General Manager to enter into any additions, amendments, or other modifications to the Sale
25

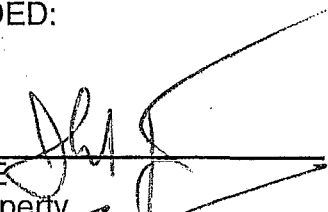
1 Agreement and any other documents or instruments in connection with the Sale Agreement
2 that the Director of Property or SFPUC General Manager determines are in City's best
3 interests, do not materially decrease City's benefits with respect to the proposed purchase
4 and sale transaction, do not materially increase the consideration or expense to be paid by
5 City pursuant to the Sale Agreement or City's obligations or liabilities in connection with the
6 Sale Agreement or the proposed purchase and sale transaction, and are necessary and
7 advisable to complete the proposed purchase and sale transaction and effectuate the purpose
8 and intent of this Ordinance, such determination to be conclusively evidenced by the
9 execution and delivery by the Director of Property or SFPUC General Manager of any such
10 additions, amendments, or other modifications.

11
12 Section 7. The Clerk of the Board, the Director of Property, the Director of DPW, and
13 the General Manager of the SFPUC are hereby authorized and directed to take any and all
14 actions that they or the City Attorney may deem necessary or advisable in order to effectuate
15 the purpose and intent of this Ordinance.

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RECOMMENDED:



JOHN UPDIKE
Director of Property




MOHAMMED NURU
Director of the Department of Public Works



HARLAN L. KELLY, JR.
General Manager of the San Francisco Public Utilities Commission

APPROVED AS TO FORM:
DENNIS J. HERRERA, City Attorney

By: 

Carolyn Johnson Stein
Deputy City Attorney



**San Francisco
Water Power Sewer**

Services of the San Francisco Public Utilities Commission

525 Golden Gate Avenue, 13th Floor
San Francisco, CA 94102
T 415.554.3155
F 415.554.3161
TTY 415.554.3488

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO

2015 MAR 16 AM 11:35

TO: Angela Calvillo, Clerk of the Board

FROM: Kristen Wraith, Policy and Government Affairs

DATE: March 16, 2015

SUBJECT: Summary Vacation of Sewer Easement; Approval of Sale of Easement Interest – 98 Crown Terrace

Attached please find an original and one copy of a proposed ordinance ordering the summary vacation of a sewer easement and approving sale for \$16,000 of City's interest in the vacated easement within property located at 98 Crown Terrace (Lot 029 in Assessor's Block 2705); adopting findings pursuant to the California Streets and Highways Code Sections 892 and 8330 et seq.; adopting findings pursuant to the California Environmental Quality Act; adopting findings that the vacation and sale are in conformity with the City's General Plan and eight priority policies of City Planning Code Section 101.1; and authorizing official acts in furtherance of this Ordinance.

The following is a list of accompanying documents (2 sets):

1. Board of Supervisors Ordinance
2. Original Quitclaim Deed
3. DPW Map No. SUR 2015-001
4. Agreement for Sale of Real Property
5. DPW Order 183258
6. Certificate of Determination – CEQA Exemption
7. General Plan Referral – Case No. 2014.0023R
8. SFPUC Resolution No. 14-0163
9. SFPUC Agenda Item from October 14, 2014

Please contact Kristen Wraith at 554-0758 if you need any additional information on these items.

Edwin M. Lee
Mayor

Ann Moller Caen
President

Francesca Vietor
Vice President

Vince Courtney
Commissioner

Anson Moran
Commissioner

Ike Kwon
Commissioner

Harlan L. Kelly, Jr.
General Manager



QUITCLAIM DEED

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, the first party, pursuant to Resolution No. 753-58, adopted by its Board of Supervisors on September 8, 1958, and approved by the Mayor on September 11, 1958, hereby quitclaims to SYBIL L. ARATA, the second party, all its right, title and interest in and to the following described real property situated in the City and County of San Francisco, State of California:

That portion of former Pemberton Place, as it existed prior to the vacation thereof by Resolution No. 753-58 of the Board of Supervisors of the City and County of San Francisco, and as shown on "Map of Ashbury Park Tract," filed March 22, 1909, in Book "E and F" of Maps, at page 80, in the office of the Recorder of the City and County of San Francisco, State of California and as shown on "Map of Twin Peaks Terrace," filed July 30, 1915, in Book "H" of Maps, at pages 29, 30 and 31, in the office of said Recorder, described as follows:

BEGINNING at the most northerly corner of Lot 1 in Block 2719-B, as shown on said "Map of Twin Peaks Terrace"; running thence southwesterly along the northwesterly line of said Lot 1, a distance of 99.91 feet to an angle point therein; thence northwesterly 20.31 feet to the most southerly corner of Lot 13, in Block "A", as shown on said "Map of Ashbury Tract"; thence northeasterly along the southeasterly line of said Lot 13, a distance of 96.97 feet to the most easterly corner of said Lot 13; thence southeasterly 20.01 feet, to the point of beginning.

Reserving to the City and County of San Francisco, a municipal corporation, a sewer easement 10 feet in width lying 5 feet on each side of the former center line of said former Pemberton Place.

IN WITNESS WHEREOF, the first party has executed this deed this

9th day of October, 1958.

APPROVED:

Philip L. Rezos
PHILIP L. REZOS
Director of Property

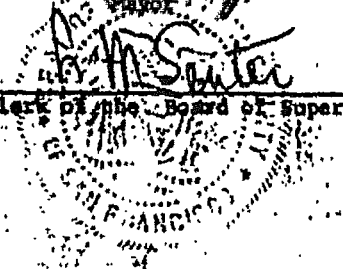
CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By Washington
Mayor

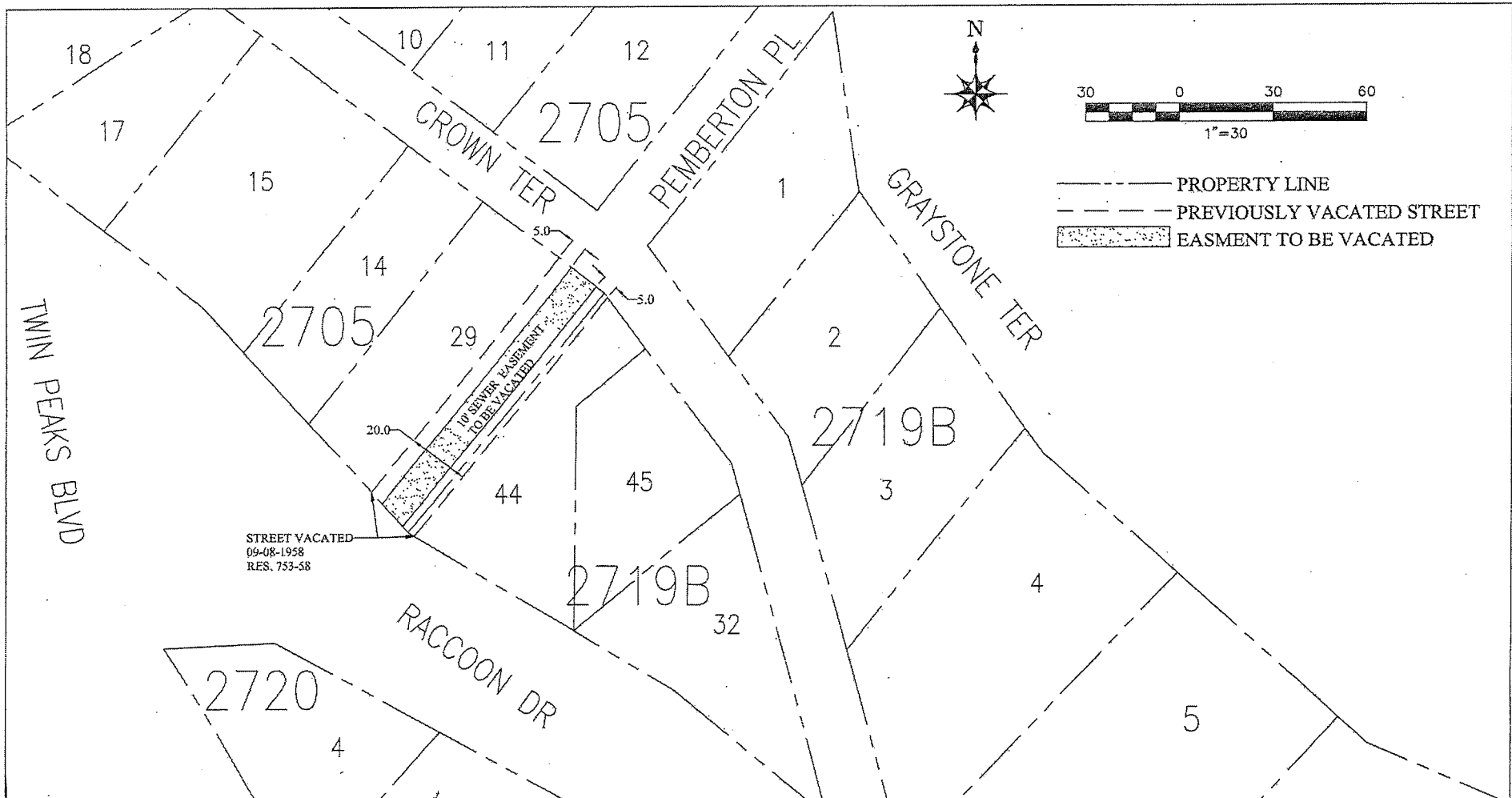
FORM APPROVED:
DIGN R. HOLM, City Attorney

By Edina Campbell Jacob
Deputy City Attorney

By W. M. Suter
Acting Clerk of the Board of Supervisors



31420 NOV 17 58



REFERENCES:
DM 211

APPROVED:

Bruce R. Storrs
BRUCE R. STORRS
CITY & COUNTY SURVEYOR

11/9/15
DATE

CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF PUBLIC WORKS

VACATION OF THE SEWER EASEMENT LYING WITHIN AB 2705 LOT 029, ALSO BEING 98 CROWN TERRACE

FILE:
SUR 2015-001

SHEET 1 OF 1

SCALE: 1:30

CHANGE

AGREEMENT FOR SALE OF REAL ESTATE

by and between

CITY AND COUNTY OF SAN FRANCISCO,
as Seller

and

MICHELE SWEENEY and LUCY R. WOHLTMAN,
as Buyer

For the sale and purchase of

sewer easement at 98 Crown Terrace, San Francisco, California
(Lot 029 in Assessor's Block 2705)

8/19/14, 2014

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LIST OF EXHIBITS

Exhibit A Real Property Description
Exhibit B Quitclaim Deed

AGREEMENT FOR SALE OF REAL ESTATE
(sewer easement at 98 Crown Terrace, San Francisco, California
Lot 029 in Assessor's Block 2705)

THIS AGREEMENT FOR SALE OF REAL ESTATE (this "**Agreement**") dated for reference purposes only as of August 19, 2014, is by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("**City**" or "**Seller**"), and MICHELE SWEENEY, a single person, and LUCY R. WOHLTMAN, a single person (together, "**Buyer**").

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

A. Pursuant to a quitclaim deed dated October 8, 1958, and recorded November 17, 1958, in the Official Records of the City and County of San Francisco in Book 7407 at Page 310, City owns a sewer easement (the "**Easement**"), in that real property described in the attached Exhibit A (the "**Easement Property**").

B. The Easement Property lies within the real property owned by Buyer, which is commonly known as 98 Crown Terrace, San Francisco, California, and further described in the Grant Deed executed by Viola L. Falchetti and recorded on April 4, 2013, as Document J633789 in the Official Records of the City and County of San Francisco ("**Buyer's Property**").

C. Buyer has requested that City vacate the Easement and convey all of City's right, title and interest in the Easement to Buyer so that Buyer may expand the residence on Buyer's Property. Buyer is the only potential purchaser of the Easement and is willing to pay the appraised fair market value for the Easement.

D. The Easement was reserved to the City for sewer purposes. However, in the 58 years since the date the Easement was granted to the City, City has not constructed any sewer infrastructure or related facilities in, on or under the Easement Property, and City has determined City has no need for the Easement. The San Francisco Public Utilities Commission has recommended that the Easement be vacated and conveyed to Buyer, pursuant to Resolution No. _____.

E. Buyer desires to purchase the Easement, and City is willing to vacate and sell the Easement to Buyer, subject to approval by SFPUC's Commission, 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

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 98 Crown Terrace, San Francisco, State of California, and more particularly described in Exhibit A.

2. PURCHASE PRICE

The purchase price for the Easement is Sixteen Thousand Dollars (\$16,000.00 (the "**Purchase Price**"). Within five (5) business days after the date this Agreement is executed by the parties hereto, Buyer shall deposit in escrow with _____ (the "**Title Company**") the sum of Two Thousand Dollars (\$2,000.00) as

an earnest money deposit (the "**Deposit**"). The Deposit shall be held in an interest-bearing account, and all interest thereon shall be deemed a part of the Deposit. At the Closing (as defined below) the Deposit shall be paid to City and credited against the Purchase Price. Upon consummation of the purchase and sale contemplated hereunder (the "**Closing**"), the Purchase Price shall be paid to City. 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 all or its 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 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, and any other exceptions to title that 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. All of the foregoing exceptions to title shall be referred to collectively as the "Conditions of Title."

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 monuments of the Easement's boundary lines may not correspond to the legal description of the Easement. 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, if desired. Further, Buyer acknowledges that (i) it is Buyer's sole responsibility to obtain a preliminary title report and/or a policy of title insurance from a title company with respect to the Easement, if desired, (ii) the parties have agreed City will not provide, and shall have no obligation to obtain or provide, any such policy of title insurance and/or preliminary title report, and (iii) Buyer assumes the risk of, and, once City has quitclaimed to Buyer all of its right, title, and interest in the Easement as provided in this Agreement, City shall not be responsible for any defect in title or any condition, restriction, covenant, or other interest that may impinge, detract from, or affect title to the Easement Property.

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, 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 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, any structural elements, foundation, roof, interior, landscaping, parking facilities, and any 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.

(e) The suitability of the Easement Property for Buyer's intended uses. Buyer represents and warrants that its intended use of the Easement Property is for future expansion of the residence on Buyer's Property.

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

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

4.2 Property Disclosures

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 Entry and Indemnity

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

4.4 "As-Is" Purchase

BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT CITY IS SELLING AND BUYER IS PURCHASING CITY'S INTEREST IN THE EASEMENT 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 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 DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN TO HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

BY PLACING ITS INITIALS BELOW, BUYER SPECIFICALLY ACKNOWLEDGES AND CONFIRMS THE VALIDITY OF THE RELEASES MADE ABOVE AND THE FACT THAT

BUYER WAS REPRESENTED BY COUNSEL WHO EXPLAINED, AT THE TIME THIS AGREEMENT WAS MADE, THE CONSEQUENCES OF THE ABOVE RELEASES.

BUYERS' INITIALS:

ML AW

5. CITY'S CONDITIONS PRECEDENT

5.1 City's Conditions Precedent

The following are conditions precedent to City's obligation to sell the Easement 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) A resolution approving and authorizing the transactions contemplated in this Agreement and finding that the Easement is surplus to SFPUC's utility needs shall have been adopted by SFPUC's Commission, in its sole discretion, within ninety (90) days after Buyer executes this agreement.
- (c) An ordinance 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, shall have been adopted by the City's Board of Supervisors and the Mayor, in their respective sole and absolute discretion, and duly enacted within one hundred twenty (120) days after the Commission adopts the resolution described above.

5.2 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 4.3 [Entry and Indemnity], 8.2 [Brokers], or 10.4 [Authority of Buyer] or as otherwise expressly provided herein.

6. ESCROW AND CLOSING

6.1 Escrow

Within three (3) business days after the date the parties hereto execute this Agreement, Buyer and City shall deposit a copy 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 that is forty-five (45) days after the enactment of the Board of Supervisor's ordinance referred to in Section 5.1(c) above, 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 earlier 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 and Funds

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

(b) At or before the Closing, Buyer shall deposit into escrow (i) the funds necessary to close this transaction, including without limitation, any escrow fees and charges, recording fees and title insurance expenses; and (ii) funds to reimburse SFPUC for the cost of obtaining approval from the Board of Supervisors and Mayor, including without limitation, any fee charged by City's Director of Property, up to a maximum amount of Four Thousand Dollars (\$4,000.00), as evidenced by City's invoice. At the close of escrow, or as soon as reasonably possible thereafter, City and Buyer agree that Escrow will return any of the \$4,000.00 not used by the City to Buyer.

(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 in accordance with the terms hereof.

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, 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, 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. In addition, Buyer shall pay SFPUC's administrative costs of obtaining approval from the Board of Supervisors and Mayor (including without limitation, any fees charged by City's Director of Property), up to a maximum amount of Four Thousand Dollars (\$4,000.00), as evidenced by City's invoice.

8.2 Brokers

The parties represent and warrant to each other that no broker or finder was instrumental in arranging or bringing about this transaction and that there are no claims or rights for brokerage commissions or finder's fees in connection with the transactions contemplated by this Agreement. If any person brings a claim for a commission or finder's fee based on any contact, dealings, or communication with Buyer or City, then the party through whom such person makes a claim shall defend the other party from such claim, and shall indemnify the indemnified party from, and hold the indemnified party against, any and all costs, damages, claims, liabilities, or expenses (including, without limitation, reasonable attorneys' fees and disbursements) that the indemnified party incurs in defending against the claim. The provisions of this Section shall survive the Closing, or, if the purchase and sale is not consummated for any reason, any termination of this Agreement.

9. LIQUIDATED DAMAGES

IF THE SALE OF THE EASEMENT IS NOT CONSUMMATED DUE TO THE FAILURE OF ANY CONDITION PRECEDENT OR CITY'S DEFAULT HEREUNDER AND BUYER IS NOT THEN IN DEFAULT, THEN THE TITLE COMPANY SHALL RETURN THE DEPOSIT TOGETHER WITH ACCRUED INTEREST THEREON TO BUYER. IF THE SALE IS NOT CONSUMMATED DUE TO ANY DEFAULT BY BUYER HEREUNDER AND CITY IS NOT THEN IN DEFAULT, THEN THE TITLE COMPANY SHALL DELIVER THE DEPOSIT TOGETHER WITH ACCRUED INTEREST THEREON TO CITY, AND CITY SHALL BE ENTITLED TO RETAIN SUCH SUM AS LIQUIDATED DAMAGES. THE PARTIES HAVE AGREED THAT CITY'S ACTUAL DAMAGES, IN THE EVENT OF A FAILURE TO CONSUMMATE THIS SALE AS SPECIFIED IN THE PRECEDING SENTENCE, WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. AFTER NEGOTIATION, THE PARTIES HAVE AGREED THAT, CONSIDERING ALL THE CIRCUMSTANCES EXISTING ON THE DATE OF THIS AGREEMENT, THE AMOUNT OF THE DEPOSIT TOGETHER WITH ACCRUED INTEREST THEREON IS A REASONABLE ESTIMATE OF THE DAMAGES THAT CITY WOULD INCUR IN SUCH AN EVENT. BY PLACING THEIR RESPECTIVE INITIALS BELOW, EACH PARTY SPECIFICALLY CONFIRMS THE ACCURACY OF THE STATEMENTS MADE ABOVE AND THE FACT THAT EACH PARTY WAS REPRESENTED BY COUNSEL WHO EXPLAINED, AT THE TIME THIS AGREEMENT WAS MADE, THE CONSEQUENCES OF THIS LIQUIDATED DAMAGES PROVISION.

INITIALS: CITY: _____ BUYER: MS / W

10. GENERAL PROVISIONS

10.1 Notices

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

CITY:

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

with copies to:

Real Estate Services
San Francisco Public Utilities Commission
525 Golden Gate Avenue, 10th Floor
San Francisco, California 94102
Attn: Real Estate Director
Re: 98 Crown Terrace
(Sale of Sewer Easement)

and:

Carolyn J. Stein
Deputy City Attorney
Office of the City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102
Re: 98 Crown Terrace
(Sale of Sewer Easement)

BUYER:

Michele Sweeney
Lucy R. Wohltman
98 Crown Terrace
San Francisco, California 94114-2106

with a copy to:

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

10.2 Successors and Assigns

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

10.3 Amendments

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

10.4 Authority of Buyer

Buyer represents and warrants to City that Buyer is a resident of the State of California. Buyer further represents and warrants to City that this Agreement and any other documents executed by Buyer that 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.

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 Attorneys' Fees

If either party hereto fails to perform any of its respective obligations under this Agreement or if any dispute arises between the parties hereto concerning the meaning or interpretation of any provision of this Agreement, then the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party on account of such default or in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees and disbursements. For purposes of this Agreement, the reasonable fees of attorneys of the Office of the City Attorney of the City and County of San Francisco shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the City Attorney's services were rendered who practice in the City of San Francisco in law firms with approximately the same number of attorneys as employed by the City Attorney's Office.

10.11 Time of Essence

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

10.12 No Merger

The obligations contained herein shall not merge with the transfer of title to the Easement, but shall remain in effect until fulfilled.

10.13 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 that may become due to Buyer, its successors and assigns, or for any obligation of City under this Agreement.

10.14 Conflicts of Interest

Through its execution of this Agreement, Buyer acknowledges that it is familiar with the provisions of Section 15.103 or City's Charter, 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.

10.15 Notification of Limitations 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 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 six 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 \$50,000 or more. Buyer further acknowledges that the 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, if any; any person with an ownership interest of more than twenty percent (20%) in Buyer, if applicable; any subcontractor listed in the contract; and any committee that is sponsored or controlled by Buyer. Additionally, Buyer acknowledges that Buyer must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Buyer further agrees to provide to City the names of each person, entity or committee described above.

10.16 Sunshine Ordinance

Buyer understands and agrees that under the City's Sunshine Ordinance (San Francisco Administrative Code, Chapter 67) and the State Public Records Law (Gov. Code Section 6250 et seq.), this Agreement and any and all records, information, and materials submitted to the City hereunder 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.

10.17 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.

10.18 MacBride Principles - Northern Ireland

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

10.19 No Recording

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

10.20 Effective Date

As used herein, the term "Effective Date" shall mean the later of (i) the date on which City's Board of Supervisors and Mayor enact an ordinance approving and authorizing this Agreement and the transactions contemplated hereby, and (ii) the date on which the parties have completed execution and delivery of this Agreement.

10.21 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.

10.22 Reserved

10.23 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.

10.24 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 AN ORDINANCE 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 AN ORDINANCE, AND THIS AGREEMENT SHALL BE NULL AND VOID IF CITY'S BOARD OF SUPERVISORS AND THE 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 ORDINANCE 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

By:

JOHN UPDIKE
Director of Property

BUYER:

Michele Sweeney

Luey R. Wohltman

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By:

Carolyn J. Stein
Carolyn J. Stein
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:

That sewer easement reserved to the City and County of San Francisco in that Quitclaim Deed dated October 14, 1958, executed by the City and County of San Francisco in favor of Sybil L. Arata, and recorded in Book 7407 at Page 310 of Official Records of the City and County of San Francisco, which sewer easement is 10 feet in width lying 5 feet on each side of the former center line of the portion of former Pemberton Place described in such Quitclaim Deed.

Being a portion of Lot 029, Block 2705

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:

Michele Sweeney
Lucy R. Wohltman
98 Crown Terrace
San Francisco, California 941_____

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

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

QUITCLAIM DEED
(Assessor's Block 2705, Lot 029)

FOR VALUABLE CONSIDERATION, receipt and adequacy of which are hereby acknowledged, the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City"), pursuant to Ordinance No. _____, adopted by the Board of Supervisors on _____, 2014, and approved by the Mayor on _____, 2014, hereby RELEASES, REMISES AND QUITCLAIMS to MICHELE SWEENEY a single person, and LUCY R. WOHLTMAN, a single person, as joint tenants, any and all right, title and interest City may have in and to the sewer easement 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 _____, 2014.

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
JOHN UPDIKE
Director of Property

DESCRIPTION CHECKED/APPROVED:

By: _____
[NAME], City Engineer

APPROVED AS TO FORM:

DENNIS J. HERRERA
City Attorney

By: _____
Carolyn J. Stein
Deputy City Attorney

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)

Exhibit A
to Quitclaim Deed

Easement Description

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

That sewer easement reserved to the City and County of San Francisco in that Quitclaim Deed dated October 14, 1958, executed by the City and County of San Francisco in favor of Sybil L. Arata, and recorded in Book 7407 at Page 310 of Official Records of the City and County of San Francisco, which sewer easement is 10 feet in width lying 5 feet on each side of the former center line of the portion of former Pemberton Place described in such Quitclaim Deed.

Being a portion of Lot 029, Block 2705



Office of the City and County Surveyor
875 Stevenson Street, Room 410
San Francisco, Ca 94103
(415) 554-5827 ■ www.sfdpw.org



Edwin M. Lee, Mayor
Mohammed Nuru, Director

Bruce R. Storrs, City and County Surveyor

DPW Order No: 183258

Re: Recommendation to summarily vacate a sewer easement within property located at 98 Crown Terrace, being Lot 029 in Assessor's Block 2705 (the Vacation Area), pursuant to California Streets and Highways Code Sections 8300 *et seq.* and Section 787 of the San Francisco Public Works Code.

WHEREAS, DPW has determined that said easement is exclusive to the San Francisco Public Utility Commission (SFPUC); and

WHEREAS, Pursuant to San Francisco Charter Section 8B.121(a), the SFPUC has exclusive charge of the sewer utilities of the City and the real property assets under its jurisdiction; and

WHEREAS, SFPUC staff has confirmed that since the City acquired the easement in 1958, the SFPUC has not constructed any sewer infrastructure or related facilities within the easement and has no plans to use the easement in the future; and

WHEREAS, SFPUC staff has confirmed that the easement is surplus to SFPUC's current and future utility needs; and

WHEREAS, The Vacation Area is specifically shown on SUR Map 2015-001, dated January 9, 2015

WHEREAS, Section 8333(c) of the California Streets and Highways Code provides in relevant part that the legislative body of a local agency may summarily vacate a public service easement if (i) it has been determined to be excess by the easement holder and there are no other public facilities located within the easement, or (ii) the easement has not been used for the purpose for which it was acquired for five consecutive years immediately preceding the proposed vacation. In addition, in order to authorize a summary vacation, Section 8334.5 of the California Streets and Highways Code requires a finding that there are no in-place public utility facilities that are in use and would be affected by the vacation. Based on the information the SFPUC provided to DPW and as described above, the requirements for a summary vacation have been satisfied; and

WHEREAS, In a Certificate of Determination dated June 19, 2014, an Environmental Review Officer of the Planning Department determined that the removal of the Easement is categorically exempt from environmental review. In a letter dated June 25, 2014, the Director of Planning



found that the proposed easement vacation and sale are in conformance with the City's General Plan, and are consistent with the Eight Priority Policies of Planning Code Section 101.1; and

WHEREAS, The Director of Public Works for the City and County of San Francisco has determined the following:

1. The vacation is being carried out pursuant to the California Streets and Highways Code sections 8300 et seq. as a summary vacation.
2. The vacation is being carried out pursuant to section 787 of the San Francisco Public Works Code.
3. The vacation area is unnecessary for the City's present or prospective public street, sidewalk, or public service easement purposes as described herein.
4. Pursuant to the Streets and Highways Code Section 892, the Vacation Area is not necessary for non-motorized transportation for the reasons set forth herein, and therefore has no use as a non-motorized transportation facility.
5. There are no physical SFPUC utilities or utility facilities affected by the Vacation Area,

NOW THEREFORE BE IT ORDERED THAT,

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

1. Ordinance to vacate the Vacation Area, being a sewer easement within property located at 98 Crown Terrace, being Lot 029 in Assessor's Block 2705.
2. SUR Map No. 2015-001, showing the Vacation Area.

The Director further recommends the Board of Supervisors move forward with the legislation to vacate said portions of the sewer easement. The sale of the vacation area is a policy matter for the Board of Supervisors.

The Director recommends the Board of Supervisors approve all actions set forth herein and heretofore taken by the Officers of the City with respect to this vacation.

The Director further recommends the Board of Supervisors authorize the Mayor, Clerk of the Board, Director of Property, County Surveyor, and Director of Public Works to take any and all actions which they or the City Attorney may deem necessary or advisable in order to effectuate the purpose and intent of this Ordinance.



1/14/2015

1/14/2015

X Bruce R. Storrs

Storrs, Bruce
City and County Surveyor

X Mohammed Nuru

Nuru, Mohammed
Director





SAN FRANCISCO PLANNING DEPARTMENT

Certificate of Determination EXEMPTION FROM ENVIRONMENTAL REVIEW

Case No.: 2013.1885E
 Project Title: 98 Crown Terrace
 Zoning: RH-1 (Residential, House, One-Family) District
 40-X Height and Bulk District
 Block/Lot: 2705/029
 Lot Size: 4,817 square feet
 Project Sponsor: George A. Bradley
 (415) 861-6567
 Staff Contact: Kei Zushi - (415) 575-9036
kei.zushi@sfgov.org

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

Reception:
 415.558.6378

Fax:
 415.558.6409

Planning
 Information:
 415.558.6377

PROJECT DESCRIPTION:

The approximately 4,800-square-foot (sf) project site is located on the block bounded by Crown Terrace, Raccoon Drive, Twin Peaks Boulevard, and Clarendon Avenue in the Twin Peaks neighborhood. The proposed project would involve: 1) the removal of an existing 10-foot-wide sewer easement located in the southeastern portion of the project site; 2) façade improvements and a two-story, approximately 1,080-sf horizontal and vertical, side and rear additions to the existing 38-foot-tall, two-story, approximately 2,600-sf two-family residence built in 1926, resulting in a 40-foot-tall, two-story, approximately 3,680-sf two-family residence; and 3) removal of the existing front brick stairs and construction of new stairs.

(Continued on Second Page.)

EXEMPT STATUS:

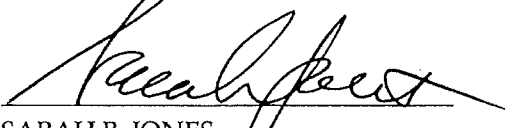
Categorical Exemption Class 1 [State CEQA Guidelines Section 15303(e)(2)]

REMARKS:

See next page.

DETERMINATION:

I do hereby certify that the above determination has been made pursuant to State and local requirements.


 SARAH B. JONES
 Environmental Review Officer

June 19, 2014
 Date

cc: George A. Bradley, Project Sponsor
 Gretchen Hilyard, Preservation Planner
 Supervisor Scott Wiener, District 8 (via Clerk of the Board)

Historical Preservation List
 Bulletin Board
 Virna Byrd, M.D.F

PROJECT DESCRIPTION (continued):

Reinforced concrete spread footings would be used for the proposed project.¹ Project implementation would entail soil-disturbing activities associated with building construction, including excavation that would reach a depth of approximately 5 feet below grade surface (bgs) and removal of approximately 120 cubic yards of soil.²

Project Approval:

Approval Action: The proposed project is subject to notification under Section 311 of the Planning Code. If Discretionary Review before the Planning Commission is requested, the Discretionary Review hearing is the Approval Action for the project. If no Discretionary Review is requested, the issuance of a building permit by the Department of Building Inspection (DBI) is the Approval Action. The Approval Action date establishes the start of the 30-day appeal period for this CEQA exemption determination pursuant to Section 31.04(h) of the San Francisco Administrative Code.

REMARKS:**Historic Architectural Resources**

The existing building on the project site is not considered to be an historic resource for the purposes of CEQA.³ A Preservation Team Review (PTR) Form has been prepared for the proposed project based on a Historic Resource Evaluation (HRE) prepared by Kelley Consulting.⁴ The existing multi-family residence, designed in a variation of the Craftsman architectural style, was constructed in 1926 by the original owner, Carl Zethraeus. There is an abandoned flight of brick stairs located in a southern portion of the project site, which was constructed circa 1908 as part of the right-of-way for Pemberton Place. Pemberton Place was a feature of the Ashbury Park Tract Development.

The project site is not eligible for listing in the California Register under any criteria: no known historic events occurred at the property (Criterion 1); none of the owners or occupants have been identified as important to history (Criterion 2); and the building and abandoned section of the Pemberton Place Stairs are not architecturally distinct (Criterion 3) such that they would qualify for listing in the California Register. The project site is not located within the boundaries of any identified historic districts. The area surrounding the project site does not contain a substantial concentration of historically or aesthetically unified buildings.

¹ George Bradley, Project Sponsor. *Email to Kei Zushi, San Francisco Planning Department, Foundation Types: 98 Crown Terrace*, June 2, 2014. This email is available for review as part of Case File No. 2013.1885E at 1650 Mission Street, Suite 400, San Francisco, CA.

² George Bradley, Project Sponsor. *Emails to Kei Zushi, San Francisco Planning Department, Soil Disturbing Activity: 98 Crown Terrace*, March 3 and June 2, 2014. These emails are available for review as part of Case File No. 2013.1885E at 1650 Mission Street, Suite 400, San Francisco, CA.

³ Gretchen Hilyard, San Francisco Planning Department. *Preservation Team Review (PTR) Form, 98 Crown Terrace (Case No. 2013.1885E)*, May 7, 2014. This document is available for review as part of Case File No. 2013.1885E at 1650 Mission Street, Suite 400, San Francisco, CA.

⁴ Tim Kelley Consulting, LLC. *Part I Historical Resource Evaluation, 98 Crown Terrace, San Francisco, California*, April, 2014. This document is available for review as part of Case File No. 2013.1885E at 1650 Mission Street, Suite 400, San Francisco, CA.

Based on the above, the Planning Department has determined that the proposed project would cause no adverse impacts to known or potential historic architectural resources.

Archeological Resources

The Planning Department staff reviewed the proposed project to determine if any archeological resources would be affected and determined that the proposed project would not adversely affect any CEQA-significant archeological resources.⁵

Geology

According to the Planning Department's records, the project site includes slopes greater than 20 percent and is not located in a Landslide Hazard Zone or Liquefaction Hazard Zone. A geotechnical investigation report and supplemental memo have been prepared for the proposed project, and found that the project site is suitable to support the proposed improvements.^{6,7} The primary geotechnical concerns are founding improvements in competent earth materials, excavation of bedrock, support of temporary slopes and adjacent improvements, and seismic shaking and related effects during earthquakes. The planned improvements may be supported on a conventional spread footing foundation bearing in competent earth materials. If the spread footings would cover a substantial portion of the building area, a mat foundation may be used as an alternative to reduce forming and steel bending costs. The project sponsor has agreed to implement all applicable recommendations outlined in the geotechnical investigation report, subject to DBI review and permitting.⁸

The final building plans would be reviewed by DBI. In reviewing building plans, DBI refers to a variety of information sources to determine existing hazards. Sources reviewed include maps of Special Geologic Study Areas and known landslide areas in San Francisco as well as the building inspectors' working knowledge of areas of special geologic concern. DBI will review the geotechnical report and building plans for the proposed project to determine the adequacy of the proposed engineering and design features and to ensure compliance with all applicable San Francisco Building Code provisions regarding structural safety. The above-referenced geotechnical investigation report would be available for use by DBI during its review of building permits for the site. In addition, DBI could require that additional site specific soils report(s) be prepared in conjunction with permit applications, as needed. The DBI requirement for a geotechnical report and review of the building permit application pursuant to DBI's implementation of the Building Code would ensure that the proposed project would have no significant impacts related to soils or geology.

⁵ Randall Dean, San Francisco Planning Department. *Archeological Review Log*.

⁶ H. Allen Gruen. *Geotechnical Consultation, Proposed Improvements at 98 Crown Terrace, San Francisco, California*, April 9, 2014. This document is available for review as part of Case File No. 2013.1885E at 1650 Mission Street, Suite 400, San Francisco, CA.

⁷ H. Allen Gruen. *Report, Geotechnical Investigation, Planned Improvements at 98 Crown Terrace, San Francisco, California*, October 19, 2013. This document is available for review as part of Case File No. 2013.1885E at 1650 Mission Street, Suite 400, San Francisco, CA.

⁸ George Bradley, Project Sponsor. *Email to Kei Zushi, San Francisco Planning Department, Foundation Types: 98 Crown Terrace*, June 2, 2014. This email is available for review as part of Case File No. 2013.1885E at 1650 Mission Street, Suite 400, San Francisco, CA.

Exempt Status

The proposed project would involve minor interior and exterior alterations to the existing building. The proposed project would also involve the addition of approximately 1,080 sf to the existing 2,600-sf residence. As a result of the addition, the building would be approximately 3,680 sf in size. CEQA State Guidelines Section 15301(e)(2), or Class 1, provides an exemption from environmental review for additions to existing structures provided that the addition will not result in an increase of more than 10,000 sf and that the project site is in an area where all public services and facilities are available and the project site area is not environmentally sensitive. The increase in building size is well below the 10,000-sf limitation. The project site is in a developed area where public services are available and the project site area is not environmentally sensitive. Therefore, the proposed addition would be exempt under Class 1.

Conclusion

CEQA State Guidelines Section 15300.2 states that a categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances. The proposed project would not have a significant effect on a historic resource, surrounding historic district, or other historic buildings in the vicinity. There are no other unusual circumstances surrounding the current proposal that would suggest a reasonable possibility of a significant environmental effect. The project would be exempt under the above-cited classification. For the above reasons, the proposed project is appropriately exempt from environmental review.



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: June 25, 2014
Case No. Case No. 2014.0023R
PUC sale of Easement, 98 Crown Terrace

Block/Lot No.: 2705/029

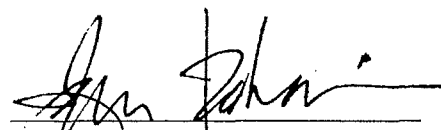
Project Sponsor: Lucy Wohltman and Michael Sweeney
98 Crown Terrace
San Francisco, CA 94114

Applicant: Josh Keene
SFPUC – Real Estate
525 Golden Gate Ave., 10th Floor
San Francisco, CA 94102

Staff Contact: Amnon Ben-Pazi – (415) 575-9077
amnon.ben-pazi@sfgov.org

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

*Recommended
By:*


John Rahaim, Director of Planning

PROJECT DESCRIPTION

98 Crown Terrace is a privately owned lot zoned for residential use and improved with a two-unit residential structure. The SFPUC owns a Sewer Easement on a portion of the lot, which prohibits certain types of construction. The owners of 98 Crown Terrace propose to expand the existing building into the area subject to the Sewer Easement (more details on this proposal can be found in Case No. 2013.1885E). The SFPUC has made a preliminary determination that the Sewer Easement is no longer needed, and this preliminary determination is expected to be formalized in a forthcoming Commission meeting.

The SFPUC is requesting authorization from the Board of Supervisors to quitclaim the Sewer Easement at 98 Crown Terrace at fair market value. While removal of the Sewer Easement is a necessary condition for

**GENERAL PLAN REFERRAL
98 CROWN TERRACE
SALE OF SEWER EASEMENT**

CASE NO. 2014.0023R

the proposed alteration of the residential building at the project site, any Board of Supervisors action authorizing the SFPUC to quitclaim the Sewer Easement would in no way constitute a recommendation or approval of any proposed development or future use at the site.

SITE DESCRIPTION AND PRESENT USE

The site is a privately owned lot in the Twin Peaks district, zoned for residential use and improved with a two-unit residential structure. Due to the steep terrain, several streets were improved as public stairways when the area was developed, including Pemberton Place directly across Crown Terrace from the project site. Pemberton Place originally extended as a public stairway through the project site, which slopes up from Crown Terrace. However, this section of the public right of way was vacated by the City in 1958 and has been amalgamated into the lot. A portion of the staircase remains at the site, but does not currently connect to or provide access to any other parcel or street. The SFPUC Sewer Easement runs along the former Pemberton Place right of way at the project site.

ENVIRONMENTAL REVIEW

The removal of the Sewer Easement was determined to be exempt from environmental review, Categorical Exemption, Class 1 (State CEQA Guidelines Section 15303(e)(2)), in Case No. 2013.1885E, 98 Crown Terrace.

GENERAL PLAN COMPLIANCE AND BASIS FOR RECOMMENDATION

The SFPUC has determined that the Sewer Easement at 98 Crown Terrace is no longer needed and is requesting authorization from the Board of Supervisors to quitclaim it at fair market value. Any such authorization would in no way constitute a recommendation or approval of any proposed development or future use on or around the Sewer Easement and the project site. 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:

URBAN DESIGN ELEMENT

POLICY 2.8

Maintain a strong presumption against the giving up of street areas for private ownership or use, or for construction of public buildings.

Comment: The former Pemberton Place public right of way at the project site was vacated by the City in 1958 and has been amalgamated into the lot. While a portion of the staircase remains at the site, it does not currently connect to or provide access to any other parcel or street. Since the Sewer Easement does not in itself enable public access, its sale would not constitute the giving up of street area.

Eight Priority Policies Findings

The Project is to quitclaim an unneeded Sewer Easement. Overall, it is consistent with Planning Code Section 101.1 in that:

1. That existing neighborhood-serving retail uses be preserved and enhanced and future opportunities for resident employment in and ownership of such businesses enhanced.
The site is zoned for residential use. The proposed removal of the Sewer 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 proposed removal of the Sewer Easement is distinct from any physical changes that may be proposed by the property owner, and thus would not in itself have any bearing on neighborhood character.
3. That the City's supply of affordable housing be preserved and enhanced.
The proposed removal of the Sewer Easement is distinct from any physical changes that may be proposed by the property owner, and would not in itself have any bearing on affordable housing.
4. That commuter traffic not impede MUNI transit service or overburden our streets or neighborhood parking.
The proposed removal of the Sewer Easement will have no effect on 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.
The site is zoned for residential use. The proposed removal of the Sewer Easement will have no effect on 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 removal of the Sewer Easement will have no effect on earthquake preparedness.
7. That landmarks and historic buildings be preserved.
The proposed removal of the Sewer Easement is distinct from any physical changes that may be proposed by the property owner, and thus will have no direct 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 removal of the Sewer Easement is distinct from any physical changes that may be proposed by the property owner, and thus will have no direct effect on parks and open space.

RECOMMENDATION:

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

**GENERAL PLAN REFERRAL
98 CROWN TERRACE
SALE OF SEWER EASEMENT**

CASE NO. 2014.0023R

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PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. 14-0163

WHEREAS, The City and County of San Francisco (City), through its Public Utilities Commission (SFPUC), owns a sanitary sewer easement (Easement) under the real property located at 98 Crown Terrace in San Francisco (Property), which is owned by Michele Sweeney and Lucy R. Wohltman, as joint tenants (together, Buyer); and

WHEREAS, Under the terms of a quitclaim deed dated October 8, 1958, City holds rights allowing for the construction, reconstruction, maintenance, operation, repair and/or removal of a sanitary sewer and related appurtenances; and

WHEREAS, Since the date City took possession of the Easement, City has not constructed any sewer infrastructure or related facilities in or on the Easement and has no future plans to use the Easement; and

WHEREAS, The SFPUC procured an appraisal for the Easement prepared by Advanced Appraisal International, Inc. dated October 22, 2013 and approved by the City's Director of Real Property, in the amount of \$16,000.00 (Appraisal); and

WHEREAS, The fair market value of the Easement was established based on the appraised value set forth in the Appraisal; and

WHEREAS, Buyer is the only potential purchaser of the Easement and is willing to pay the fair market value of \$16,000 for the Easement; and

WHEREAS, Section 8333 of the California Streets and Highways Code provides that the legislative body of a local agency may summarily vacate a public service easement under certain circumstances. In particular, Section 8333 provides that the legislative body of a local agency may summarily vacate a public service easement when (i) 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, (ii) the easement has been determined to be excess by the easement holder, and (iii) there are no other public facilities located within the easement. In addition, Section 8334.5 of the California Streets and Highways Code allows for a summary vacation only if there are no in-place utility facilities that are in use and would be affected by the vacation; and

WHEREAS, The Department of Public Works has advised the SFPUC's Real Estate Services Division that there are no in-place public utility facilities within the Easement to be vacated; and

WHEREAS, On June 19, 2014, the Environmental Review Officer determined that this action is categorically exempt under Class 1, Section 15301(e)(2) of the CEQA Guidelines; and on June 25, 2014, the Planning Director found that the General Plan Easement vacation and sale conforms to the City's General Plan, and is consistent with the Eight Priority Policies of Planning Code Section 101.1; and

WHEREAS, The City and Buyer have negotiated an Agreement for Sale of Real Estate (the Sale Agreement), which provides for the sale of City's interest in the Easement to Buyer for \$16,000, subject to approval by the Board of Supervisors and the Mayor; now, therefore, be it

RESOLVED, That this Commission hereby finds that the Easement is surplus to the SFPUC's current and future utility needs and authorizes the Director of Property and/or the General Manager of the SFPUC to seek approval of the Sale Agreement by City's Board of Supervisors and the Mayor, and upon such approval, to execute the Sale Agreement in substantially the same form presented to this Commission; and be it

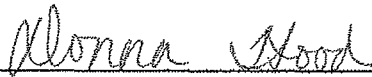
FURTHER RESOLVED, That this Commission hereby authorizes the General Manager of the San Francisco Public Utilities Commission and/or the Director of Property to enter into any amendments or modifications to the Sale Agreement, including the exhibits, that the General Manager or Director of Property determines, in consultation with the City Attorney, are in the best interest of the City, do not materially increase the obligations or liabilities of the City or materially diminish the benefits to the City, are necessary or advisable to effectuate the purposes and intent of the Sale Agreement or this resolution; and are in compliance with all applicable laws, including the City Charter; and be it

FURTHER RESOLVED, That this Commission hereby authorizes and directs the SFPUC's General Manager to execute the Sale Agreement, subject to Board of Supervisors and Mayor approval; and be it

FURTHER RESOLVED, That, upon approval by City's Board of Supervisors and the Mayor, this Commission authorizes the Director of Property and/or the SFPUC General Manager to execute and deliver the quitclaim deed conveying the Easement to Buyer; and be it

FURTHER RESOLVED, That upon approval by City's Board of Supervisors and the Mayor, this Commission authorizes the Director of Property and/or the General Manager of the SFPUC to take any and all other steps they, in consultation with the City Attorney, deem necessary and advisable to effectuate the purpose and intent of this Resolution.

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of October 14, 2014.



Secretary, Public Utilities Commission



AGENDA ITEM
Public Utilities Commission
City and County of San Francisco

DEPARTMENT Real Estate Services Division AGENDA NO. 12

MEETING DATE October 14, 2014

Real Estate Easement Sale: Regular Calendar
Real Estate Director: Rosanna Russell

Authorize Agreement to Sell and Vacate the SFPUC's Easement at 98 Crown Terrace in San Francisco

<p>Summary of Proposed Commission Action:</p>	<p>Approve the terms and conditions and authorize the General Manager to enter into an agreement to sell and vacate an approximately 999-square foot sanitary sewer easement on Block 2705, Lot 029 at 98 Crown Terrace, San Francisco, California to Michele Sweeney and Lucy R. Wohltman, for \$16,000.</p>
<p>Background:</p>	<p>The City and County of San Francisco (City) through the SFPUC, owns a sanitary sewer easement (Easement) on and under real property at 98 Crown Terrace, San Francisco (Property), owned by Michele Sweeney and Lucy R. Wohltman (together, Buyer) pursuant to a quitclaim deed dated October 8, 1958.</p> <p>Since the SFPUC took possession of the Easement, the SFPUC has not constructed any sewer infrastructure or related facilities in or on the Easement. The Wastewater Enterprise confirmed that the SFPUC has no foreseeable future need for the Easement.</p> <p>Under Section 8333 of the California Streets and Highways Code, a local agency may summarily vacate a public service easement when (i) the easement has not been used for the purpose for which it was dedicated or acquired for five consecutive years preceding the proposed vacation, (ii) the easement has been determined to be excess by the easement holder, and (iii) there are no other public facilities located within the easement. Under Section 8334.5 of the California Streets and Highways Code, summary vacation is allowed if there are no in-place utility facilities that are in use and would be affected by the vacation. The SFPUC is seeking a summary vacation of this easement under Section 8334.5.</p> <p>The San Francisco Department of Public Works advised SFPUC Real Estate Services (RES) staff that there are no in-place public utility facilities within</p>

APPROVAL: _____

COMMISSION SECRETARY Donna Hood

	<p>the Easement in accordance with Section 8334.5 of the California Streets and Highways Code</p> <p>Buyer asked the SFPUC to vacate the Easement so Buyer may proceed with construction on the Property.</p> <p>Buyer is the only potential purchasers of the Easement. On October 22nd, 2013, Advanced Appraisal International, Inc. submitted an appraisal of \$16,000. The City's Department of Real Estate reviewed and approved the appraised value. Buyer is willing to pay the fair market value of \$16,000 in addition to all escrow costs and SFPUC's administrative cost of obtaining approval from the Board of Supervisors.</p>	
<p>Environmental Review:</p>	<p>The Bureau of Environmental Management determined the proposed action is categorically exempt from CEQA under Class 1, Section 15301(e)(2) of the CEQA Guidelines. The Environmental Review Officer concurred with this determination on June 19, 2014 (Case No. 2013.1885E). On June 25, 2014, the Planning Director found that the General Plan Easement vacation and sale conforms to the City's General Plan, and is consistent with the Eight Priority Policies of Planning Code Section 101.1. Both the categorical exemption and the General Plan Referral are attached.</p>	
<p>Result of Inaction:</p>	<p>A delay in adopting the attached resolution will delay the SFPUC's receipt of \$16,000 and delay Buyer's planned property improvements.</p>	
<p>Budget & Costs:</p>	<p>Buyer will pay transfer taxes, property taxes, escrow fees, recording charges and other escrow costs of the escrow for the sale. Buyer will pay SFPUC's administrative cost of obtaining approval from the Board of Supervisors and Mayor up to a maximum amount of \$4,000.</p>	
<p>Description of Agreement:</p>	<p>Parties to Agreement:</p>	<p>City and County of San Francisco, acting through the SFPUC, and Michele Sweeney and Lucy R. Wohltman</p>
	<p>Purchase Price:</p>	<p>\$16,000</p>
	<p>Purpose:</p>	<p>Agreement to sell and vacate SFPUC's Easement</p>
	<p>Location:</p>	<p>98 Crown Terrace, (Block 2705, Lot 029) San Francisco</p>
	<p>Insurance and Indemnity</p>	<p>Buyer shall obtain title insurance and insure and indemnify the SFPUC against risks associated with the Easement sale.</p>
	<p>Closing Date:</p>	<p>Delivery of all items to be made at the Closing under the terms of the Agreement shall be at the offices of the Title Company on (i) the date that is 45 days after the enactment of the Board of Supervisors ordinance 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 earlier date and time as Buyer</p>

Agreement: Authorize sale and vacation of SFPUC Easement at 98 Crown Ter
Commission Meeting Date: October 14, 2014

		and City may mutually agree upon in writing.
Recommendation:	SFPUC staff recommends that the Commission adopt the attached resolution.	
Attachments:	<ol style="list-style-type: none">1. SFPUC Resolution2. Sale Agreement3. General Plan Referral4. CEQA Exemption	

PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. _____

WHEREAS, The City and County of San Francisco (City), through its Public Utilities Commission (SFPUC), owns a sanitary sewer easement (Easement) under the real property located at 98 Crown Terrace in San Francisco (Property), which is owned by Michele Sweeney and Lucy R. Wohltman, as joint tenants (together, Buyer); and

WHEREAS, Under the terms of a quitclaim deed dated October 8, 1958, City holds rights allowing for the construction, reconstruction, maintenance, operation, repair and/or removal of a sanitary sewer and related appurtenances; and

WHEREAS, Since the date City took possession of the Easement, City has not constructed any sewer infrastructure or related facilities in or on the Easement and has no future plans to use the Easement; and

WHEREAS, The SFPUC procured an appraisal for the Easement prepared by Advanced Appraisal International, Inc. dated October 22, 2013 and approved by the City's Director of Real Property, in the amount of \$16,000.00 (Appraisal); and

WHEREAS, The fair market value of the Easement was established based on the appraised value set forth in the Appraisal; and

WHEREAS, Buyer is the only potential purchaser of the Easement and is willing to pay the fair market value of \$16,000 for the Easement; and

WHEREAS, Section 8333 of the California Streets and Highways Code provides that the legislative body of a local agency may summarily vacate a public service easement under certain circumstances. In particular, Section 8333 provides that the legislative body of a local agency may summarily vacate a public service easement when (i) 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, (ii) the easement has been determined to be excess by the easement holder, and (iii) there are no other public facilities located within the easement. In addition, Section 8334.5 of the California Streets and Highways Code allows for a summary vacation only if there are no in-place utility facilities that are in use and would be affected by the vacation; and

WHEREAS, The Department of Public Works has advised the SFPUC's Real Estate Services Division that there are no in-place public utility facilities within the Easement to be vacated; and

WHEREAS, On June 19, 2014, the Environmental Review Officer determined that this action is categorically exempt under Class 1, Section 15301(e)(2) of the CEQA Guidelines; and on June 25, 2014, the Planning Director found that the General Plan Easement vacation and sale conforms to the City's General Plan, and is consistent with the Eight Priority Policies of Planning Code Section 101.1; and

WHEREAS, The City and Buyer have negotiated an Agreement for Sale of Real Estate (the Sale Agreement), which provides for the sale of City's interest in the Easement to Buyer for \$16,000, subject to approval by the Board of Supervisors and the Mayor; now, therefore, be it

RESOLVED, That this Commission hereby finds that the Easement is surplus to the SFPUC's current and future utility needs and authorizes the Director of Property and/or the General Manager of the SFPUC to seek approval of the Sale Agreement by City's Board of Supervisors and the Mayor, and upon such approval, to execute the Sale Agreement in substantially the same form presented to this Commission; and be it

FURTHER RESOLVED, That this Commission hereby authorizes the General Manager of the San Francisco Public Utilities Commission and/or the Director of Property to enter into any amendments or modifications to the Sale Agreement, including the exhibits, that the General Manager or Director of Property determines, in consultation with the City Attorney, are in the best interest of the City, do not materially increase the obligations or liabilities of the City or materially diminish the benefits to the City, are necessary or advisable to effectuate the purposes and intent of the Sale Agreement or this resolution; and are in compliance with all applicable laws, including the City Charter; and be it

FURTHER RESOLVED, That this Commission hereby authorizes and directs the SFPUC's General Manager to execute the Sale Agreement, subject to Board of Supervisors and Mayor approval; and be it

FURTHER RESOLVED, That, upon approval by City's Board of Supervisors and the Mayor, this Commission authorizes the Director of Property and/or the SFPUC General Manager to execute and deliver the quitclaim deed conveying the Easement to Buyer; and be it

FURTHER RESOLVED, That upon approval by City's Board of Supervisors and the Mayor, this Commission authorizes the Director of Property and/or the General Manager of the SFPUC to take any and all other steps they, in consultation with the City Attorney, deem necessary and advisable to effectuate the purpose and intent of this Resolution.

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of October 14, 2014.

Secretary, Public Utilities Commission



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: June 25, 2014
Case No. Case No. 2014.0023R
PUC sale of Easement, 98 Crown Terrace

Block/Lot No.: 2705/029

Project Sponsor: Lucy Wohltman and Michael Sweeney
98 Crown Terrace
San Francisco, CA 94114

Applicant: Josh Keene
SFPUC – Real Estate
525 Golden Gate Ave., 10th Floor
San Francisco, CA 94102

Staff Contact: Amnon Ben-Pazi – (415) 575-9077
amnon.ben-pazi@sfgov.org

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

Recommended
By: 
John Rahaim, Director of Planning

PROJECT DESCRIPTION

98 Crown Terrace is a privately owned lot zoned for residential use and improved with a two-unit residential structure. The SFPUC owns a Sewer Easement on a portion of the lot, which prohibits certain types of construction. The owners of 98 Crown Terrace propose to expand the existing building into the area subject to the Sewer Easement (more details on this proposal can be found in Case No. 2013.1885E). The SFPUC has made a preliminary determination that the Sewer Easement is no longer needed, and this preliminary determination is expected to be formalized in a forthcoming Commission meeting.

The SFPUC is requesting authorization from the Board of Supervisors to quitclaim the Sewer Easement at 98 Crown Terrace at fair market value. While removal of the Sewer Easement is a necessary condition for

**GENERAL PLAN REFERRAL
98 CROWN TERRACE
SALE OF SEWER EASEMENT**

CASE NO. 2014.0023R

the proposed alteration of the residential building at the project site, any Board of Supervisors action authorizing the SFPUC to quitclaim the Sewer Easement would in no way constitute a recommendation or approval of any proposed development or future use at the site.

SITE DESCRIPTION AND PRESENT USE

The site is a privately owned lot in the Twin Peaks district, zoned for residential use and improved with a two-unit residential structure. Due to the steep terrain, several streets were improved as public stairways when the area was developed, including Pemberton Place directly across Crown Terrace from the project site. Pemberton Place originally extended as a public stairway through the project site, which slopes up from Crown Terrace. However, this section of the public right of way was vacated by the City in 1958 and has been amalgamated into the lot. A portion of the staircase remains at the site, but does not currently connect to or provide access to any other parcel or street. The SFPUC Sewer Easement runs along the former Pemberton Place right of way at the project site.

ENVIRONMENTAL REVIEW

The removal of the Sewer Easement was determined to be exempt from environmental review, Categorical Exemption, Class 1 (State CEQA Guidelines Section 15303(e)(2)), in Case No. 2013.1885E, 98 *Crown Terrace*.

GENERAL PLAN COMPLIANCE AND BASIS FOR RECOMMENDATION

The SFPUC has determined that the Sewer Easement at 98 Crown Terrace is no longer needed and is requesting authorization from the Board of Supervisors to quitclaim it at fair market value. Any such authorization would in no way constitute a recommendation or approval of any proposed development or future use on or around the Sewer Easement and the project site. 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:

URBAN DESIGN ELEMENT

POLICY 2.8

Maintain a strong presumption against the giving up of street areas for private ownership or use, or for construction of public buildings.

Comment: The former Pemberton Place public right of way at the project site was vacated by the City in 1958 and has been amalgamated into the lot. While a portion of the staircase remains at the site, it does not currently connect to or provide access to any other parcel or street. Since the Sewer Easement does not in itself enable public access, its sale would not constitute the giving up of street area.

Eight Priority Policies Findings

The Project is to quitclaim an unneeded Sewer Easement. Overall, it is consistent with Planning Code Section 101.1 in that:

1. That existing neighborhood-serving retail uses be preserved and enhanced and future opportunities for resident employment in and ownership of such businesses enhanced.
The site is zoned for residential use. The proposed removal of the Sewer 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 proposed removal of the Sewer Easement is distinct from any physical changes that may be proposed by the property owner, and thus would not in itself have any bearing on neighborhood character.
3. That the City's supply of affordable housing be preserved and enhanced.
The proposed removal of the Sewer Easement is distinct from any physical changes that may be proposed by the property owner, and would not in itself have any bearing on affordable housing.
4. That commuter traffic not impede MUNI transit service or overburden our streets or neighborhood parking.
The proposed removal of the Sewer Easement will have no effect on 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.
The site is zoned for residential use. The proposed removal of the Sewer Easement will have no effect on 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 removal of the Sewer Easement will have no effect on earthquake preparedness.
7. That landmarks and historic buildings be preserved.
The proposed removal of the Sewer Easement is distinct from any physical changes that may be proposed by the property owner, and thus will have no direct 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 removal of the Sewer Easement is distinct from any physical changes that may be proposed by the property owner, and thus will have no direct effect on parks and open space.

RECOMMENDATION:

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

**GENERAL PLAN REFERRAL
98 CROWN TERRACE
SALE OF SEWER EASEMENT**

CASE NO. 2014.0023R

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SAN FRANCISCO PLANNING DEPARTMENT

Certificate of Determination EXEMPTION FROM ENVIRONMENTAL REVIEW

Case No.: 2013.1885E
 Project Title: 98 Crown Terrace
 Zoning: RH-1 (Residential, House, One-Family) District
 40-X Height and Bulk District
 Block/Lot: 2705/029
 Lot Size: 4,817 square feet
 Project Sponsor: George A. Bradley
 (415) 861-6567
 Staff Contact: Kei Zushi - (415) 575-9036
kei.zushi@sfgov.org

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

Reception:
415.558.6378

Fax:
415.558.6409

Planning
 Information:
415.558.6377

PROJECT DESCRIPTION:

The approximately 4,800-square-foot (sf) project site is located on the block bounded by Crown Terrace, Raccoon Drive, Twin Peaks Boulevard, and Clarendon Avenue in the Twin Peaks neighborhood. The proposed project would involve: 1) the removal of an existing 10-foot-wide sewer easement located in the southeastern portion of the project site; 2) façade improvements and a two-story, approximately 1,080-sf horizontal and vertical, side and rear additions to the existing 38-foot-tall, two-story, approximately 2,600-sf two-family residence built in 1926, resulting in a 40-foot-tall, two-story, approximately 3,680-sf two-family residence; and 3) removal of the existing front brick stairs and construction of new stairs.

(Continued on Second Page.)

EXEMPT STATUS:

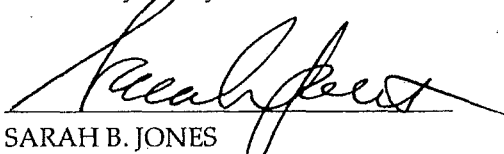
Categorical Exemption Class 1 [State CEQA Guidelines Section 15303(e)(2)]

REMARKS:

See next page.

DETERMINATION:

I do hereby certify that the above determination has been made pursuant to State and local requirements.


 SARAH B. JONES
 Environmental Review Officer

June 19, 2014
 Date

cc: George A. Bradley, Project Sponsor
 Gretchen Hilyard, Preservation Planner
 Supervisor Scott Wiener, District 8 (via Clerk of the Board)

Historical Preservation List
 Bulletin Board
 Virna Byrd, M.D.F

PROJECT DESCRIPTION (continued):

Reinforced concrete spread footings would be used for the proposed project.¹ Project implementation would entail soil-disturbing activities associated with building construction, including excavation that would reach a depth of approximately 5 feet below grade surface (bgs) and removal of approximately 120 cubic yards of soil.²

Project Approval:

Approval Action: The proposed project is subject to notification under Section 311 of the Planning Code. If Discretionary Review before the Planning Commission is requested, the Discretionary Review hearing is the Approval Action for the project. If no Discretionary Review is requested, the issuance of a building permit by the Department of Building Inspection (DBI) is the Approval Action. The Approval Action date establishes the start of the 30-day appeal period for this CEQA exemption determination pursuant to Section 31.04(h) of the San Francisco Administrative Code.

REMARKS:**Historic Architectural Resources**

The existing building on the project site is not considered to be an historic resource for the purposes of CEQA.³ A Preservation Team Review (PTR) Form has been prepared for the proposed project based on a Historic Resource Evaluation (HRE) prepared by Kelley Consulting.⁴ The existing multi-family residence, designed in a variation of the Craftsman architectural style, was constructed in 1926 by the original owner, Carl Zethraeus. There is an abandoned flight of brick stairs located in a southern portion of the project site, which was constructed circa 1908 as part of the right-of-way for Pemberton Place. Pemberton Place was a feature of the Ashbury Park Tract Development.

The project site is not eligible for listing in the California Register under any criteria: no known historic events occurred at the property (Criterion 1); none of the owners or occupants have been identified as important to history (Criterion 2); and the building and abandoned section of the Pemberton Place Stairs are not architecturally distinct (Criterion 3) such that they would qualify for listing in the California Register. The project site is not located within the boundaries of any identified historic districts. The area surrounding the project site does not contain a substantial concentration of historically or aesthetically unified buildings.

¹ George Bradley, Project Sponsor. *Email to Kei Zushi, San Francisco Planning Department, Foundation Types: 98 Crown Terrace*, June 2, 2014. This email is available for review as part of Case File No. 2013.1885E at 1650 Mission Street, Suite 400, San Francisco, CA.

² George Bradley, Project Sponsor. *Emails to Kei Zushi, San Francisco Planning Department, Soil Disturbing Activity: 98 Crown Terrace*, March 3 and June 2, 2014. These emails are available for review as part of Case File No. 2013.1885E at 1650 Mission Street, Suite 400, San Francisco, CA.

³ Gretchen Hilyard, San Francisco Planning Department. *Preservation Team Review (PTR) Form, 98 Crown Terrace (Case No. 2013.1885E)*, May 7, 2014. This document is available for review as part of Case File No. 2013.1885E at 1650 Mission Street, Suite 400, San Francisco, CA.

⁴ Tim Kelley Consulting, LLC. *Part I Historical Resource Evaluation, 98 Crown Terrace, San Francisco, California*, April, 2014. This document is available for review as part of Case File No. 2013.1885E at 1650 Mission Street, Suite 400, San Francisco, CA.

Based on the above, the Planning Department has determined that the proposed project would cause no adverse impacts to known or potential historic architectural resources.

Archeological Resources

The Planning Department staff reviewed the proposed project to determine if any archeological resources would be affected and determined that the proposed project would not adversely affect any CEQA-significant archeological resources.⁵

Geology

According to the Planning Department's records, the project site includes slopes greater than 20 percent and is not located in a Landslide Hazard Zone or Liquefaction Hazard Zone. A geotechnical investigation report and supplemental memo have been prepared for the proposed project, and found that the project site is suitable to support the proposed improvements.^{6,7} The primary geotechnical concerns are founding improvements in competent earth materials, excavation of bedrock, support of temporary slopes and adjacent improvements, and seismic shaking and related effects during earthquakes. The planned improvements may be supported on a conventional spread footing foundation bearing in competent earth materials. If the spread footings would cover a substantial portion of the building area, a mat foundation may be used as an alternative to reduce forming and steel bending costs. The project sponsor has agreed to implement all applicable recommendations outlined in the geotechnical investigation report, subject to DBI review and permitting.⁸

The final building plans would be reviewed by DBI. In reviewing building plans, DBI refers to a variety of information sources to determine existing hazards. Sources reviewed include maps of Special Geologic Study Areas and known landslide areas in San Francisco as well as the building inspectors' working knowledge of areas of special geologic concern. DBI will review the geotechnical report and building plans for the proposed project to determine the adequacy of the proposed engineering and design features and to ensure compliance with all applicable San Francisco Building Code provisions regarding structural safety. The above-referenced geotechnical investigation report would be available for use by DBI during its review of building permits for the site. In addition, DBI could require that additional site specific soils report(s) be prepared in conjunction with permit applications, as needed. The DBI requirement for a geotechnical report and review of the building permit application pursuant to DBI's implementation of the Building Code would ensure that the proposed project would have no significant impacts related to soils or geology.

⁵ Randall Dean, San Francisco Planning Department. *Archeological Review Log*.

⁶ H. Allen Gruen. *Geotechnical Consultation, Proposed Improvements at 98 Crown Terrace, San Francisco, California*, April 9, 2014. This document is available for review as part of Case File No. 2013.1885E at 1650 Mission Street, Suite 400, San Francisco, CA.

⁷ H. Allen Gruen. *Report, Geotechnical Investigation, Planned Improvements at 98 Crown Terrace, San Francisco, California*, October 19, 2013. This document is available for review as part of Case File No. 2013.1885E at 1650 Mission Street, Suite 400, San Francisco, CA.

⁸ George Bradley, Project Sponsor. *Email to Kei Zushi, San Francisco Planning Department, Foundation Types: 98 Crown Terrace*, June 2, 2014. This email is available for review as part of Case File No. 2013.1885E at 1650 Mission Street, Suite 400, San Francisco, CA.

Exempt Status

The proposed project would involve minor interior and exterior alterations to the existing building. The proposed project would also involve the addition of approximately 1,080 sf to the existing 2,600-sf residence. As a result of the addition, the building would be approximately 3,680 sf in size. CEQA State Guidelines Section 15301(e)(2), or Class 1, provides an exemption from environmental review for additions to existing structures provided that the addition will not result in an increase of more than 10,000 sf and that the project site is in an area where all public services and facilities are available and the project site area is not environmentally sensitive. The increase in building size is well below the 10,000-sf limitation. The project site is in a developed area where public services are available and the project site area is not environmentally sensitive. Therefore, the proposed addition would be exempt under Class 1.

Conclusion

CEQA State Guidelines Section 15300.2 states that a categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances. The proposed project would not have a significant effect on a historic resource, surrounding historic district, or other historic buildings in the vicinity. There are no other unusual circumstances surrounding the current proposal that would suggest a reasonable possibility of a significant environmental effect. The project would be exempt under the above-cited classification. For the above reasons, the proposed project is appropriately exempt from environmental review.

BOARD of SUPERVISORS



City Hall
Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. 554-5184
Fax No. 554-5163
TDD/TTY No. 554-5227

MEMORANDUM

TO: Mohammed Nuru, Director, Public Works
John Rahaim, Director, Planning Department
John Updike, Director, Real Estate

FROM: Andrea Ausberry, Assistant Clerk, Land Use and Transportation Committee,
Board of Supervisors

DATE: April 10, 2015

SUBJECT: LEGISLATION INTRODUCED

The Board of Supervisors' Land Use and Transportation Committee has received the following legislation, introduced by the Public Utilities Commission on March 24, 2015:

File No. 150263

Ordinance ordering the summary vacation of a sewer easement and approving sale for \$16,000 of City's interest in the vacated easement within property located at 98 Crown Terrace (Assessor's Block No. 2705, Lot No. 029); adopting findings pursuant to the California Streets and Highways Code, Sections 892 and 8330, et seq.; adopting findings pursuant to the California Environmental Quality Act; adopting findings that the vacation and sale are in conformity with the General Plan, and the eight priority policies of Planning Code, Section 101.1; and authorizing official acts in the furtherance of this Ordinance.

If you have any additional comments or reports to be included with the file, please forward them to me at the Board of Supervisors, City Hall, Room 244, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102.

c: Frank Lee, Public Works
AnMarie Rodgers, Planning Department
Aaron Starr, Planning Department
Scott Sanchez, Zoning Administrator
Sarah Jones, Acting Environmental Review Officer
Joy Navarrete, Environmental Planning
Jeanie Poling, Environmental Planning

March 23, 2015

Board of Supervisors President London Breed,
John Avalos, David Campos, Julie Christensen, Malia Cohen,
Mark Farrell, Jane Kim, Eric Mar, Katy Tang, Scott Wiener, Norman Yee

**Re: File 150263 Summary Vacation of Sewer Easement -
Approval of Sale of Easement Interest - 98 Crown Terrace \$16,000**

I regretfully cannot attend this BOS Meeting in person, so I respectfully request the Board to record my Opposition to this Vacation and Sale of a Sewer Easement at 98 Crown Terrace.

Pemberton Place is a Step(Stair) Street that was a Private Street of the "Ashbury Park Tract." The City "vacated" Pemberton Place Step Street in 1958, to only one homeowner, (out of the ten or more homes that front on this street), for \$200 incurred for "costs of advertising." This one homeowner, then closed their portion of the Pemberton Place Step Street to the public. An inconvenience to public access up to the next street.

I feel there are many unexplained and unresolved issues with this "vacation":

1. The Original Deed Restrictions & Covenants on this property, 98 Crown Terrace describes the property as: *LOT No. Thirteen (13), in Block "A", as laid down and delineated upon that certain Map entitled "Map of Ashbury Park Tract"...and recorded in Map Book "E" and "F", at page #80, also all that certain lot, piece or parcel of land which is embraced within the lateral boundaries of said Lot No. 13, in said Block "A" produced to the median line of Crown Terrace and Pemberton Place, as laid down and delineated on said Map of "Ashbury Park Tract."*

This would mean that *the other half of Pemberton Place* would be "*produced to the median line*" on the other side of the street, as well. That property, now 201 Raccoon Drive, should hold *the other side of this "piece or parcel of land"* to "*the median line*" of Pemberton Place also then, from 'their side', it would seem.

Therefore, it seems logical that the other side of Pemberton Place (201 Raccoon Drive) would hold a right to *half of this Sewer Easement as well.*

In fact, the 1958 Resolution 677-058 "Declaration of Intention to Order the Vacation of a Portion of Pemberton Place" even says "*Upon vacation, the City's interest in said portion of Pemberton Place shall be relinquished by quitclaim deeds to the abutting owners*" indicating the possibility of more than one deed and more than one set of owners.

There is a question Then, as Now, as to why the *entire* Pemberton Place, and *entire* Sewer Easement is being "vacated" to only 98 Crown Terrace, when it only rightfully has a claim "*to the median line*" of Pemberton Place.

What about 201 Raccoon abutting Pemberton Place on the other side? (which is not my property, by the way). Don't they, too, have an interest in Pemberton Place "*produced to the median line,*" and a right to half of the Sewer Easement?

Isn't their claim to *half* of Pemberton Place being usurped forever by this Vacation *to only one side?*

2. Petitioners intent is to construct a large addition to their house on top of this Easement, just as soon as it is vacated to them.

So granting the Sale of this Easement, "without any qualification" or "any clarification" could imply "approval of proposed development" automatically giving unintended implications.

3. San Francisco Water Power Sewer has gone on record with a letter of Jan 6, 2014 saying:
"The General Plan Referral your office received on December 20, 2013 from applicants Lucy Wohltman and Michele Sweeney was reviewed and approved by our office. However to clarify, our approval of this GPR request should pertain only to SFPUC's intention to request SFBOS permission to relinquish the City's property rights associated with the Sewer Easement. The SFPUC's acceptance of this GPR application should in no way constitute a recommendation or approval of any proposed development or future use on or around the Sewer Easement." and
4. S.F. Planning Dept. General Plan Referral Case No. 2014.0023R of June 25, 2014 also goes on record saying:
"The SFPUC is requesting authorization from the Board of Supervisors to quitclaim the Sewer Easement at 98 Crown Terrace at fair market value. While removal of the Sewer Easement is a necessary condition for the proposed alteration of the residential building at the project site, any Board of Supervisors action authorizing the SFPUC to quitclaim the Sewer Easement would in no way constitute a recommendation or approval of any proposed development or future use at the site."

Yet, Petitioner's plans have already been designed, submitted and been approved at City Planning to build a large Addition on this "Deed Restricted" Easement.

If this "vacation" is approved by the Board of Supervisors, I would respectfully ask that the Board also go on record, and make a "clarification statement" to City Planning and DBI that this "vacation" would not constitute in any way, a recommendation or approval of any proposed development or future use at the site.

Petitioners have equated "vacation" with "right to build", so until these other issues of "Boundaries and Deed Restrictions" are resolved, I am requesting that the Board of Supervisors please be clear that they are not endorsing any future development on this Easement.

5. This Easement Should Not be Vacated and Sold because Priority Policies have not been met:
Policy 2.8 Maintain a strong presumption against the giving up of street areas for private ownership or use, or for construction of public buildings.
 What benefit is it to the City to give up this historic missing portion of the Pemberton Place Steps that are on this Easement, to a private party? And what benefit is it to the City to give up precious Open Space to a private party? Once this land is vacated to the petitioner, the Pemberton Step Street and Open Space will be buried under a private house, *forever*.
- This Easement was sadly, apparently given away in 1958, before there were Priority Policies in place, and before the City had become so congested, and in need of Land, Open Space and Vistas. Land, Open Space and Vistas that I would hope today's Priority Policies would now protect.
6. **Priority Policy 8. That our parks and open space and their access to sunlight and vistas be protected from development.**

We know for a fact, Petitioner plans to build their house out on to this Easement, so this is about more than just a Sewer Easement Sale. This is the last chance to save this Open Space, and the last, best, and highest part of the Pemberton Place Steps, which have outstanding views of many San Francisco Landmarks, including City Hall, the Bay Bridge, the Giants' Ball Park, sweeping Vistas of the Bay, Oakland & Berkeley Hills, and all the way to Mount Diablo on a clear day.

There will be no second chance like this again.

Once this Step Street and Open Space are gone, they are gone forever.

The highest and best use of this Easement is to remain Public Open Space for access to Sunlight and Vistas, protected from development. Not as a larger Kitchen and dining room for one household.

7. An Inconvenience to Public Necessity

Vacating and Selling this Sewer Easement, in effect, could allow the Petitioner to build over, and forever eliminate a public street which could provide ease and convenience to the neighbors going uphill and downhill instead of having to traverse long distances around, in order to just go up one level to the next street.

Vacating this Pemberton Place Step Street was a real inconvenience to public necessity in 1958, and even more so now, with more people walking to public transportation, and walking longer distances to find parking. It is a public inconvenience to vacate this public Easement to a private party who will then eliminate this public street completely, forever.

8. This "vacation" is not just a "sewer easement". It is a valuable, needed Open Space and a Resource that could be better used for the Public's ease of access, benefit and enjoyment. Vacating this Sewer Easement, in effect, eliminates the possibility of ever reclaiming this street, or Open Space.

Please do not "vacate" this Open Space and last portion of Pemberton Place Steps to development.

Thank you,

Terry Woods, owner, 110 Crown Terrace.

From: Board of Supervisors (BOS)
Sent: Tuesday, March 24, 2015 11:55 AM
To: BOS-Supervisors; BOS Legislation (BOS)
Subject: File 150263 FW: Letter for Todays Board Meeting
Attachments: Sht BOS p 1 copy copy.pdf; ATT00001.txt; Sht BOS p 2 copy copy.pdf; ATT00002.txt; Sht BOS p.3 copy copy.pdf

-----Original Message-----

From: Terry Woods [<mailto:tllafee@gmail.com>] On Behalf Of Terry Woods
Sent: Tuesday, March 24, 2015 11:49 AM
To: Board of Supervisors (BOS)
Subject: Letter for Todays Board Meeting

Can you please see that the Board of Supervisors each receive a copy of my attached letter for today's meeting? Thank you.

