

1 [Mutual Termination Agreement of Real Property - 340 Jefferson Street - 340 Jefferson, LLC  
2 dba Pompei's Grotto]

3 **Resolution authorizing the Executive Director of the Port of San Francisco to execute a**  
4 **Mutual Termination Agreement for Port Lease No. L-8969 and Port License No. E-13772**  
5 **between the Port of San Francisco and 340 Jefferson, LLC dba Pompei's Grotto, for the**  
6 **restaurant premises and the associated front patio located at 340 Jefferson Street; and**  
7 **to authorize the Executive Director of the Port of San Francisco to enter into**  
8 **amendments or modifications to the Mutual Termination Agreement that do not**  
9 **materially increase the obligations or liabilities to the City and are necessary to**  
10 **effectuate the purposes of this Resolution.**

11  
12 WHEREAS, California Statutes of 1968, Chapter 1333 (the "Burton Act") and Charter,  
13 Sections 4.114 and B3.581, empower the Port Commission with the power and duty to use,  
14 conduct, operate, maintain, manage, regulate and control the Port area of the City and County  
15 of San Francisco; and

16 WHEREAS, 340 Jefferson, LLC dba Pompei's Grotto, a California limited liability  
17 company, ("Tenant") is the current tenant under Port Lease L-8986 ("Lease") and the licensee  
18 under License No. E-13772 ("License") for the premises known as Pompei's Grotto located at  
19 340 Jefferson Street, SWL 302, including the fronting patio; and

20 WHEREAS, The term of Port Lease No. L-8986 is 61 years and 20 days, commencing  
21 April 1, 1975, and expiring April 20, 2036; and

22 WHEREAS, The Port License No. E-13772 commenced March 1, 2005, and shall  
23 continue until revoked by either party on 24-hour written notice, and

24 WHEREAS, The Port and the Tenant now wish to agree on an orderly termination of  
25 Port Lease No. L-8986 and Port License No. E-13772, per the terms of the Mutual

1 Termination Agreement on file with the Clerk of the Board of Supervisors (the "Mutual  
2 Termination Agreement"); and

3 WHEREAS, The Mutual Termination Agreement requires payment of lease termination  
4 fees by the Tenant, the surrender of security deposits to the Port, transfer of fixtures and  
5 equipment to the Port and other agreements, including indemnities and the release of claims,  
6 and wind down of the lease relationship; and

7 WHEREAS, On April 25, 2023, through Resolution No. 23-18, the Port Commission  
8 approved the Mutual Termination Agreement; and authorized the Executive Director or her  
9 designee to execute it, and

10 WHEREAS, Charter, Section 9.118, requires Board of Supervisors' approval of the  
11 termination of any lease which when entered into was for a period of ten or more years or  
12 having anticipated revenue to the City of one million dollars or more; now, therefore, be it

13 RESOLVED, That the Board of Supervisors approves the Mutual Termination  
14 Agreement and authorizes the Port Executive Director or her designee to execute the Mutual  
15 Termination Agreement of Port Lease No. L-8986 and Port License No. E-13772 between the  
16 Port of San Francisco and the Tenant; and, be it

17 FURTHER RESOLVED, That the Board of Supervisors approves the proposed  
18 Mutual Termination Agreement and authorizes the Executive Director of the Port or her  
19 designee to execute such Mutual Termination Agreement in substantially the same form as  
20 the Mutual Termination Agreement on file with the Clerk of the Board of Supervisors in File  
21 No. 230619; and, be it

22 FURTHER RESOLVED, That the Board of Supervisors authorizes the Executive  
23 Director to enter into any additions, amendments or other modifications to the Mutual  
24 Termination Agreement that the Executive Director, in consultation with the City Attorney,  
25 determines, when taken as a whole, to be in the best interest of the Port, do not materially

1 increase the obligations or liabilities of the City or the Port, and are necessary or advisable to  
2 complete the transaction which this Resolution contemplates and effectuate the purpose and  
3 intent of this Resolution, such determination to be conclusively evidenced by the execution  
4 and delivery by the Executive Director of such documents; and, be it

5 FURTHER RESOLVED, That within thirty (30) days of the Mutual Termination  
6 Agreement being fully executed by all parties, the Port shall provide a copy of the Mutual  
7 Termination Agreement to the Clerk of the Board for inclusion into the official file.

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25