

City Hall of San Francisco  
1 Dr. Carlton B. Goodlett Place, Room 244  
San Francisco, CA 94102

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO

2016 OCT 28 AM 8:15

BY

BJ

***Re: Appeal of the Tentative Approval 3 Units New Construction at 162 Alhambra Street***

October 27, 2016

To the Clerk of the Board of Supervisors,

This letter is to serve as a formal appeal to the City and County Surveyor's tentative approval of the proposed subdivision "3 Units New Construction" located at 162-164 Alhambra Street, Block 0463A, Lot 013 (see **Exhibit A**) for the following reasons:

- We challenge the tentative approval of "3 Units New Construction" since the building permit, approved in October 2015, was for only "1 Unit" of new construction at street level. For the full property to be considered as new construction the amount of proposed units to be constructed must be greater than the existing units, which is not the case since only 1 out of 3 total units will be new. (Additionally, applications adding units to an existing dwelling are required to comply with condominium conversion requirements.) The ACA website Record 2016-010673 Condo-REF Record details list "E-Condo: 3 Residential Condominium Units (NEW CONSTRUCTION)" and shows: 0 existing condominiums, 3 proposed condominiums, 3 net condominiums on parcel 0463A013 subdivision 0463A Lot 013 (see **Exhibit B** San Francisco Planning Department, Record Details, Application Information Table). There is an inconsistency between the Building permit obtained October 20, 2015, which is for the addition of 1 new unit at street level, and the Bureau of mapping notice which heralds: 3 Units New Construction. The subdivision should be re-applied for to be consistent with the building permit which only includes 1 new unit construction.
- We challenge the qualification of the new 3<sup>rd</sup> unit as a condominium – it should be an Accessory Dwelling under rental control since the building was built before 1979. There are only two ways that the new unit could be considered a condominium:
  1. One possibility would be if the approval was based on the notion that the existing units were already converted to condominiums previously and that the third unit would be an additional condominium. The Lot 013 currently has two units that were subdivided into separate parcels on April 10, 1981: 162 ALHAMBRA ST, SAN FRANCISCO, CA 94123 (parcel 0463A/013) and 164 ALHAMBRA ST, SAN FRANCISCO, CA 94123 (parcel 0463A/013). There are also records that state parcel 0463/013 became two parcels: 0463A/036 and 0463A/037. It is not clear which one corresponds to 162 Alhambra Street and which one corresponds to 164 Alhambra Street. However the lease at 162 Alhambra Street was signed as of March 1, 2011 and there is no checkmark under section 15 Condominium that would have disclosed the unit in a condominium (see **Exhibit C** Residential Lease page 1 cover, page 3 with section 15, and page 6 signature page). Additionally the 2015 property tax assessment for 162-164 Alhambra represents a 2 unit Residential Multi-Family property class Flats & Duplex (F).
  2. A second possibility would be if the approval process was based on the notion that all 3 units would be undergoing the condominium conversion process currently. Amendments made in 2013 to the condo conversion law have significantly reduced the number of buildings which are eligible for condo conversions and enacted a moratorium on condo conversions until the year 2024 with the exception of 2-unit buildings where both units are owner-occupied, which is not the case at

162-164 Alhambra Street (SF Subdivision Code 1396.5). The only way to convert these units into condominiums would be for the property owner to have applied for the lottery prior to 2013 and to have continuously occupied 1 unit for 3 years prior to the date of registration for the lottery. The property owner of 162-164 Alhambra, Charles Cross, has owned his primary residence at 3560 Jackson Street since 1993.


- We challenge the approval of “3 Residential Condominium Units (NEW CONSTRUCTION)” as listed on the Planning Department Record Details (**Exhibit B**) since Public Notice and Tenants rights have been disregarded summarized by the following four points:
  1. Per the New Construction Condominium Process, a Public Notice Mailing is required prior to condominium conversion application submission. The only mailing that has been done occurred after the City and County Surveyor approved a tentative map change for a proposed subdivision, located at 162-164 Alhambra Street and is dated October 18, 2016 as a Notification of Tentative Map Decision (see **Exhibit D** Condominium Conversion Flow Chart).
  2. The condo law requires that 40% of the building’s tenants must agree to the conversion (SF Subdivision Code 1388 and 1308). Tenants of 162 Alhambra Street (the only current tenants in the building) have not been asked by the property owner to agree to the condominium conversion.
  3. California law requires notification to tenants when a rental unit is converted to a condominium to allow the tenant to protest the conversion (CA Government Code 66427.1 and 66451.3). Tenants of 162 Alhambra Street have not been notified by the property owner of conversion from a rental unit to a condominium.
  4. Tenants of 162 Alhambra Street have not been provided with right of first refusal to purchase the unit (SF Subdivision Code 1387 and CA Government Code 66427.1).
- We challenge the validity of the tentative approval of the subdivision map based on Subdivision Code 1386 because the vacancy of 164 Alhambra was instigated by the property owner for the purpose of preparing for the building’s conversion (see attached **Exhibit E** letter from the property owner, Charles Cross’, attorney to Tenants of 162-164 Alhambra Street). Subdivision Code 1386 prevents the approval of tentative subdivision maps that fit the code criteria which includes, “*vacancies... have been increased... for the purpose of preparing the building for conversion*” within 18 months prior to the filing. In April 2016, 3 tenants from 164 Alhambra Street moved out (2 adults, 1 child) when letters were sent to tenants of 162 and 164 Alhambra Street with a threatening message about hazardous materials in the backyard. Since that date, 164 Alhambra Street has not been released to the market and has been kept unoccupied for over 6 months, therefore proving that the property owner kept the unit vacant in preparation for the building conversion.
- We challenge the tentative approval on the basis that the Building Permit #201509177273 was violated when construction commenced without any notification to tenants or neighbors – and without proper posting of building permits. No permits had been posted at the premises as detailed in the attached (see **Exhibit F** complaint letter to which the property owner never responded to).
- Finally, we request to view the application for the “3 Units New Construction” condominium project to determine whether PG&E and the MGP Program have any involvement with the filings and applications for the “3 Units New Construction.” At least 4 homes within a half block radius of 162-164 Alhambra

Street have been recently purchased by PG&E and have been re-sold for profit. We challenge the validity of the tentative approval of the subdivision map on the basis that the property owner, Charles Cross, is planning for a foreseeable sale of property to PG&E, and therefore is acting in self-interest while taking affordable rental units off the market to profit from condominium conversion sales.


Based on our appeal, we request the "3 Units New Construction" map for a proposed subdivision be denied until the following three requests are met:

1. Change in title of the subdivision approval from "3 Units New Construction" to "1 Unit New Construction" and specify that the new unit would be constructed as an accessory dwelling under rent control, not to be built as a new condominium. Specify that the project will adhere to Proposition M. Require that all common areas inclusive of the backyard and garage are not compromised during the construction period or once the new unit is built or provide proper alternatives to accommodate tenant's parking, storage, and access to washer and dryer.
2. Grant the existing tenants of 162 Alhambra Street with lifelong lease protection to not be evicted through any future subdivision condo conversion and any potential future sale of the building.
3. Require the property owner, Charles Cross, to follow governmental requirements to provide notice of any future application filings and to comply with governmental code requirements as listed above.


Respectfully,

  
\_\_\_\_\_  
John Barrett  
Tenant of 162 Alhambra Street

10/27/2016  
Date

  
\_\_\_\_\_  
Kathleen Eckhart  
Tenant of 162 Alhambra Street

10/27/2016  
Date

  
\_\_\_\_\_  
Mauricio Franco  
Property Owner of 221 Mallorca Way and 219 Mallorca Way

10/27/2016  
Date



City and County of San Francisco  
San Francisco Public Works · Bureau of Street-Use and Mapping  
1155 Market Street, 3rd Floor · San Francisco, CA 94103  
sfpublicworks.org · tel 415-554-5810 · fax 415-554-6161



Date: October 18, 2016

**THIS IS NOT A BILL**

The City and County Surveyor has approved a tentative map for a proposed subdivision located at:

Address	Block	Lot
162 - 164 ALHAMBRA ST	0463A	013

This subdivision will result in:

**3 Units New Construction**

This notification letter is to inform you of your right to appeal this tentative approval.


**IF YOU WOULD LIKE TO FILE AN APPEAL OF THE TENTATIVE APPROVAL:**

You must do so in writing with the Clerk of the Board of Supervisors within ten (10) days of the date of this letter along with a check in the amount of \$315.00, payable to the Department of Public Works.

The Clerk of the Board is located at: City Hall of San Francisco  
1 Dr. Carlton B. Goodlett Place, Room 244  
San Francisco, CA 94102  
(415) 554-5184

If you have any questions on this matter, please contact us at (415) 554-5827, or our email address: [subdivision.mapping@sfdpw.org](mailto:subdivision.mapping@sfdpw.org)

Sincerely,

  
James Ryan  
2016.10.17 15:32:47 -  
0800

Bruce R. Storrs, P.L.S.  
City and County Surveyor  
City and County of San Francisco



City and County of San Francisco  
 San Francisco Public Works · Bureau of Street-Use and Mapping  
 1155 Market Street, 3rd Floor · San Francisco, CA 94103  
 sfpublicworks.org · tel 415-554-5810 · fax 415-554-6161



**TENTATIVE MAP DECISION**

Date: August 17, 2016

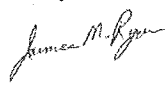
Department of City Planning  
 1650 Mission Street, Suite 400  
 San Francisco, CA 94103

Project ID: 9131			
Project Type: 3 Residential Condominium Units New Construction Project			
Address#	StreetName	Block	Lot
162 - 164	ALHAMBRA ST	0463A	013
Tentative Map Referral			

Attention: Mr. Scott F. Sanchez

Please review and respond to this referral within 30 days in accordance with the Subdivision Map Act.

Sincerely,

 James Ryan  
 2016.08.17 12:48:01 -08'00'  
 for, Bruce R. Storrs, P.L.S.  
 City and County Surveyor

The subject Tentative Map has been reviewed by the Planning Department and does comply with applicable provisions of the Planning Code. On balance, the Tentative Map is consistent with the General Plan and the Priority Policies of Planning Code Section 101.1 based on the attached findings. The subject referral is exempt from California Environmental Quality Act (CEQA) environmental review as categorically exempt Class n/a, CEQA Determination Date n/a, based on the attached checklist.

The subject Tentative Map has been reviewed by the Planning Department and does comply with applicable provisions of the Planning Code subject to the attached conditions.

The subject Tentative Map has been reviewed by the Planning Department and does not comply with applicable provisions of the Planning Code due to the following reason(s):

PLANNING DEPARTMENT

Signed Wayne A. Farrens  
Digitally signed by Wayne A. Farrens  
 DN: cn=Wayne A. Farrens, o=City of San Francisco, ou=City Planning, email=Wayne.Farrens@sf.gov, c=US  
 Date: 2016.10.05 15:34:21 -07'00'

Date: 10/5/16

Planner's Name Wayne Farrens  
 for, Scott F. Sanchez, Zoning Administrator

**Search Applications/Permits**

**Record 2016-010673CND:**

**Condo-REF (CND)**

**Record Status: Closed - Approved**

**Work Location**

162 ALHAMBRA ST  
94123

**Record Details**

**Project Description:**

162 ALHAMBRA ST  
E-Condo: 3 Residential Condominium Units (NEW CONSTRUCTION)

**More Details**

**Related Contacts**

**Application Information**

**GENERAL INFORMATION**

**City Agency:**

Yes

**Referral Type:**

Condo

**Site Slope:**

No

**Application Information Table**

**CONDO INFORMATION**

**Condo Type:**

Residential

**Existing:**

0

**Proposed:**

3

**Net:**

3

**Parcel Information**

**Parcel Number:**

0463A013

**Lot:**

013

**Block:**

0463A

**Subdivision:**

0463A

**Tract:**

126.01

**Legal Description:**

013

**Parcel Area:**

2866.3





CALIFORNIA  
ASSOCIATION  
OF REALTORS®

RESIDENTIAL LEASE OR  
MONTH-TO-MONTH RENTAL AGREEMENT  
(C.A.R. Form LR, Revised 1/06)

EXHIBIT (C)

Charles Cross

("Landlord") and

MELANIE Mc HUGH, JEB BARRETT

("Tenant") agree as follows:

1. PROPERTY:

- A. Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: Alhambra St. #162  
San Francisco CA 94123 ("Premises").
- B. The Premises are for the sole use as a personal residence by the following named person(s) only: MELANIE Mc HUGH,  
JEB BARRETT
- C. The following personal property, maintained pursuant to paragraph 11, is included: \_\_\_\_\_  
or  (if checked) the personal property on the attached addendum.

2. TERM: The term begins on (date) MARCH 1st, 2011 ("Commencement Date"), (Check A or B):

- A. Month-to-Month: and continues as a month-to-month tenancy. Tenant may terminate the tenancy by giving written notice at least 30 days prior to the intended termination date. Landlord may terminate the tenancy by giving written notice as provided by law. Such notices may be given on any date.
- B. Lease: and shall terminate on (date) \_\_\_\_\_ at \_\_\_\_\_  AM/  PM. Tenant shall vacate the Premises upon termination of the Agreement, unless: (i) Landlord and Tenant have extended this agreement in writing or signed a new agreement; (ii) mandated by local rent control law; or (iii) Landlord accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate as specified in paragraph 2A. Rent shall be at a rate agreed to by Landlord and Tenant, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.

3. RENT: "Rent" shall mean all monetary obligations of Tenant to Landlord under the terms of the Agreement, except security deposit.

- A. Tenant agrees to pay \$ 2650<sup>00</sup> per month for the term of the Agreement.
- B. Rent is payable in advance on the 1st (or  \_\_\_\_\_) day of each calendar month, and is delinquent on the next day.
- C. If Commencement Date falls on any day other than the day Rent is payable under paragraph 3B, and Tenant has paid one full month's Rent in advance of Commencement Date, Rent for the second calendar month shall be prorated based on a 30-day period.
- D. PAYMENT: Rent shall be paid by  personal check,  money order,  cashier's check, or  other \_\_\_\_\_, to (name) CHARLES CROSS (phone) (415) 567-0281 at (address) ANDREA ROCK, 1530 GOUCH ST. #606, S.F., CA. 94109-5360 (or at any other location subsequently specified by Landlord in writing to Tenant) between the hours of 9am and 5pm on the following days MONDAY - SATURDAY. If any payment is returned for non-sufficient funds ("NSF") or because tenant stops payment, then, after that: (i) Landlord may, in writing, require Tenant to pay Rent in cash for three months and (ii) all future Rent shall be paid by  money order, or  cashier's check.

4. SECURITY DEPOSIT:

- A. Tenant agrees to pay \$3,075<sup>00</sup> as a security deposit. Security deposit will be  transferred to and held by the Owner of the Premises, or  held in Owner's Broker's trust account.
- B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent (which includes Late Charges, NSF fees or other sums due); (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (iii) clean Premises, if necessary, upon termination of the tenancy; and (iv) replace or return personal property or appurtenances. SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT. If all or any portion of the security deposit is used during the tenancy, Tenant agrees to reinstate the total security deposit within five days after written notice is delivered to Tenant. Within 21 days after Tenant vacates the Premises, Landlord shall: (1) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code § 1950.5(g); and (2) return any remaining portion of the security deposit to Tenant.
- C. Security deposit will not be returned until all Tenants have vacated the Premises and all keys returned. Any security deposit returned by check shall be made out to all Tenants named on this Agreement, or as subsequently modified.
- D. No interest will be paid on security deposit unless required by local law.
- E. If the security deposit is held by Owner, Tenant agrees not to hold Broker responsible for its return. If the security deposit is held in Owner's Broker's trust account, and Broker's authority is terminated before expiration of this Agreement, and security deposit is released to someone other than Tenant, then Broker shall notify Tenant, in writing, where and to whom security deposit has been released. Once Tenant has been provided such notice, Tenant agrees not to hold Broker responsible for the security deposit.

5. MOVE-IN COSTS RECEIVED/DUE: Move-in funds made payable to CHARLES CROSS shall be paid by  personal check,  money order, or  cashier's check.

Category	Total Due	Payment Received	Balance Due	Date Due
Rent from <u>3/1/11</u> to <u>3/31/11</u> (date)	<u>2650</u>	<u>2650</u>		
*Security Deposit				
Other <u>J. BARRETT'S</u>	<u>1750</u>	<u>1750</u>		
Other <u>M. Mc HUGH</u>	<u>1325</u>	<u>1325</u>		
Total	<u>5725</u>	<u>325</u>		

\*The maximum amount Landlord may receive as security deposit, however designated, cannot exceed two months' Rent for unfurnished premises, or three months' Rent for furnished premises.

The copyright laws of the United States (Title 17 U.S. Code) forbid the unauthorized reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. Copyright © 1991-2007, CALIFORNIA ASSOCIATION OF REALTORS®, INC. ALL RIGHTS RESERVED. LR REVISED 1/06 (PAGE 1 OF 6)

Tenant's Initials (SB) (JM)  
Landlord's Initials (CC) (   )

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 1 OF 6)

Agent: \_\_\_\_\_ Fax: \_\_\_\_\_ Prepared using WINForms® software  
Broker: \_\_\_\_\_



162 Alhambra St.  
Premises: San Francisco, CA 94123

Date: 3/1/11

12. NEIGHBORHOOD CONDITIONS: Tenant is advised to satisfy him or herself as to neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, availability, adequacy and cost of any speed-wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Tenant.

13. PETS: Unless otherwise provided in California Civil Code § 54.2, no animal or pet shall be kept on or about the Premises without Landlord's prior written consent, except: N/A

14. RULES/REGULATIONS:

A. Tenant agrees to comply with all Landlord rules and regulations that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant shall not, disturb, annoy, endanger or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises.

B. (If applicable, check one)

1. Landlord shall provide Tenant with a copy of the rules and regulations within \_\_\_\_\_ days or \_\_\_\_\_  
OR  2. Tenant has been provided with, and acknowledges receipt of, a copy of the rules and regulations.

15.  (If checked) CONDOMINIUM; PLANNED UNIT DEVELOPMENT:

A. The Premises is a unit in a condominium, planned unit development, common interest subdivision or other development governed by a homeowners' association ("HOA"). The name of the HOA is \_\_\_\_\_  
Tenant agrees to comply with all HOA covenants, conditions and restrictions, bylaws, rules and regulations and decisions. Landlord shall provide Tenant copies of rules and regulations, if any. Tenant shall reimburse Landlord for any fines or charges imposed by HOA or other authorities, due to any violation by Tenant, or the guests or licensees of Tenant.

B. (Check one)

1. Landlord shall provide Tenant with a copy of the HOA rules and regulations within \_\_\_\_\_ days or \_\_\_\_\_  
OR  2. Tenant has been provided with, and acknowledges receipt of, a copy of the HOA rules and regulations.

16. ALTERATIONS; REPAIRS: Unless otherwise specified by law or paragraph 28C, without Landlord's prior written consent, (i) Tenant shall not make any repairs, alterations or improvements in or about the Premises including: painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials; (ii) Landlord shall not be responsible for the costs of alterations or repairs made by Tenant; (iii) Tenant shall not deduct from Rent the costs of any repairs, alterations or improvements; and (iv) any deduction made by Tenant shall be considered unpaid Rent.

17. KEYS; LOCKS:

A. Tenant acknowledges receipt of (or Tenant will receive  prior to the Commencement Date, or  \_\_\_\_\_):  
 2 key(s) to Premises,  1 remote control device(s) for garage door/gate opener(s).  
 2 key(s) to mailbox,  2 KEYS TO STORAGE UNIT  
 \_\_\_\_\_ key(s) to common area(s),  2 KEYS TO GARAGE

B. Tenant acknowledges that locks to the Premises  have,  have not, been re-keyed.

C. If Tenant re-keys existing locks or opening devices, Tenant shall immediately deliver copies of all keys to Landlord. Tenant shall pay all costs and charges related to loss of any keys or opening devices. Tenant may not remove locks, even if installed by Tenant.

18. ENTRY:

A. Tenant shall make Premises available to Landlord or Landlord's representative for the purpose of entering to make necessary or agreed repairs, decorations, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors.

B. Landlord and Tenant agree that 24-hour written notice shall be reasonable and sufficient notice, except as follows: 48-hour written notice is required to conduct an inspection of the Premises prior to the Tenant moving out, unless the Tenant waives the right to such notice. Notice may be given orally to show the Premises to actual or prospective purchasers provided Tenant has been notified in writing within 120 days preceding the oral notice that the Premises are for sale and that oral notice may be given to show the Premises. No notice is required: (i) to enter in case of an emergency; (ii) if the Tenant is present and consents at the time of entry or (iii) if the Tenant has abandoned or surrendered the Premises. No written notice is required if Landlord and Tenant orally agree to an entry for agreed services or repairs if the date and time of entry are within one week of the oral agreement.

C.  (If checked) Tenant authorizes the use of a keysafe/lockbox to allow entry into the Premises and agrees to sign a keysafe/lockbox addendum (C.A.R. Form KLA).

19. SIGNS: Tenant authorizes Landlord to place FOR SALE/LEASE signs on the Premises.

20. ASSIGNMENT; SUBLETTING: Tenant shall not sublet all or any part of Premises, or assign or transfer this Agreement or any interest in it, without Landlord's prior written consent. Unless such consent is obtained, any assignment, transfer or subletting of Premises or this Agreement or tenancy, by voluntary act of Tenant, operation of law or otherwise, shall, at the option of Landlord, terminate this Agreement. Any proposed assignee, transferee or sublessee shall submit to Landlord an application and credit information for Landlord's approval and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one assignment, transfer or sublease, shall not be construed as consent to any subsequent assignment, transfer or sublease and does not release Tenant of Tenant's obligations under this Agreement.

21. JOINT AND INDIVIDUAL OBLIGATIONS: If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this Agreement, jointly with every other Tenant, and individually, whether or not in possession.

Tenant's Initials ( SD ) ( MM )  
Landlord's Initials ( ALL ) ( \_\_\_\_\_ )

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_





Premises: 162 Alhambra St. 94123 San Francisco, CA Date: 3/1/11

- 46. FOREIGN LANGUAGE NEGOTIATION: If this Agreement has been negotiated by Landlord and Tenant primarily in Spanish, Chinese, Tagalog, Korean or Vietnamese. Pursuant to the California Civil Code Tenant shall be provided a translation of this Agreement in the language used for the negotiation.
- 47. OWNER COMPENSATION TO BROKER: Upon execution of this Agreement, Owner agrees to pay compensation to Broker as specified in a separate written agreement between Owner and Broker (C.A.R. Form LCA).
- 48. RECEIPT: If specified in paragraph 5, Landlord or Broker, acknowledges receipt of move-in funds.

Landlord and Tenant acknowledge and agree Brokers: (a) do not guarantee the condition of the Premises; (b) cannot verify representations made by others; (c) cannot provide legal or tax advice; (d) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this Agreement, Brokers: (e) do not decide what rental rate a Tenant should pay or Landlord should accept; and (f) do not decide upon the length or other terms of tenancy. Landlord and Tenant agree that they will seek legal, tax, insurance and other desired assistance from appropriate professionals.

Tenant agrees to rent the premises on the above terms and conditions.

Tenant MELANIE McHUGH x Melanie McHugh Date 3/1/2011  
 Address 162 ALHAMBRA ST. City SAN FRANCISCO State CA Zip 94123  
 Telephone 310.775.5362 Fax \_\_\_\_\_ E-mail Melanie.McHugh@gmail.com

Tenant Jeb Barrett x Jeb Barrett Date 3/1/11  
 Address 162 ALHAMBRA ST. City SAN FRANCISCO State CA Zip 94123  
 Telephone 415.515.8387 Fax \_\_\_\_\_ E-mail jebbarrett@gmail.com

GUARANTEE: In consideration of the execution of the Agreement by and between Landlord and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: (i) guarantee unconditionally to Landlord and Landlord's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; (ii) consent to any changes, modifications or alterations of any term in this Agreement agreed to by Landlord and Tenant; and (iii) waive any right to require Landlord and/or Landlord's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) \_\_\_\_\_ Date \_\_\_\_\_  
 Guarantor \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Landlord agrees to rent the premises on the above terms and conditions.  
 Landlord AGENT: IMAROCK STEWART Landlord \_\_\_\_\_  
 Address 1530 GOUGH ST. #606, S.F., CA. 94109-5360  
 Telephone (415)567-0281 Fax (415)567-0281 E-mail IMAROCKSTEW@HOTMAIL.COM

**REAL ESTATE BROKERS:**

A. Real estate brokers who are not also Landlord under the Agreement are not parties to the Agreement between Landlord and Tenant.

B. Agency relationships are confirmed in paragraph 43.

C. COOPERATING BROKER COMPENSATION: Listing Broker agrees to pay Cooperating Broker (Leasing Firm) and Cooperating Broker agrees to accept: (i) the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS; or (ii)  (if checked) the amount specified in a separate written agreement between Listing Broker and Cooperating Broker.

Real Estate Broker (Listing Firm) \_\_\_\_\_ DRE Lic. # \_\_\_\_\_  
 By (Agent) \_\_\_\_\_ DRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Real Estate Broker (Leasing Firm) \_\_\_\_\_ DRE Lic. # \_\_\_\_\_  
 By (Agent) \_\_\_\_\_ DRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

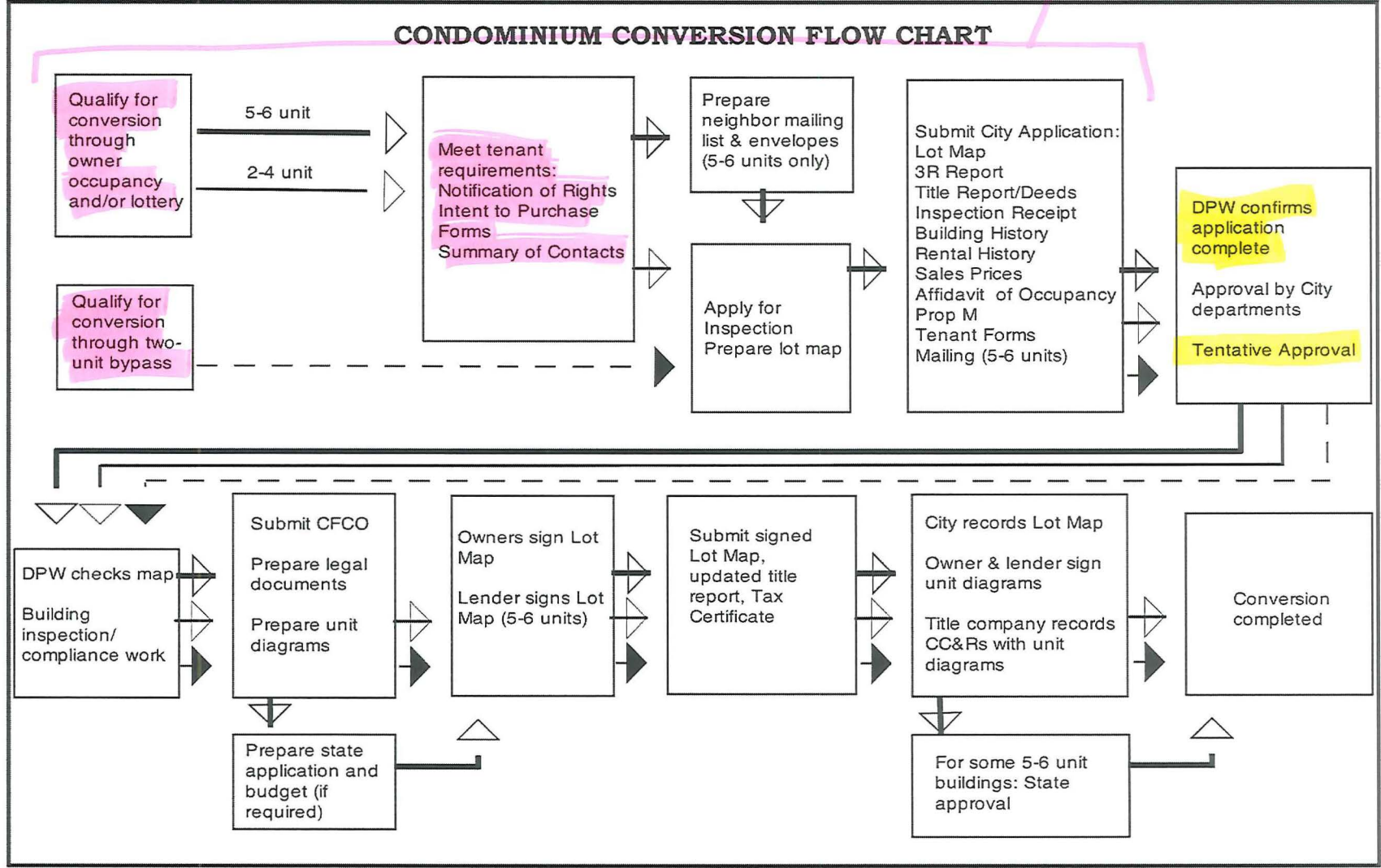
THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.  
 This form is available for use by the entire real estate industry. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by:  
 REAL ESTATE BUSINESS SERVICES, INC.  
 a subsidiary of the California Association of REALTORS®  
 525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



Have all of these actions taken place?





MACINNIS, DONNER & KOPLOWITZ  
ATTORNEYS AT LAW

JAMES MARTIN MacINNIS (1913-1979)  
CONRAD A. DONNER  
EDWARD A. KOPLOWITZ

465 CALIFORNIA STREET  
SUITE 222  
SAN FRANCISCO, CA 94104  
TELEPHONE: (415) 434-2400  
FAX: (415) 433-1917

December 21, 2015

John Barrett, III  
Cassie Eckhart  
162 Alhambra Street  
San Francisco, CA 94123-2004

Re: PG&E Activities Along Alhambra Street

Dear Mr. Barrett and Ms. Echart:

I have been requested by your Landlord, Charles Cross, to communicate with you and share information which we have secured from Pacific Gas and Electric Company pursuant to certain specific requests made to PG&E for information pertaining to their activities in the general area of Alhambra Street, as well as in the adjoining and nearby parcels. Mr. Cross is concerned that whatever information we have received be passed on to you, so that you can make whatever decisions you wish to make as to whether you decide to remain within the Premises that have been leased to you or whether you wish to timely request a right to terminate your Lease within the next several weeks should you decide that you wish to relocate.

I have enclosed herein each of the letters that our office has addressed to PG&E and each response that we have received. We have received a disc with certain written materials, which we have requested from PG&E and which are enclosed herein.

You should feel free to consult with whatever experts you may deem appropriate, both environmental/scientific and legal. Landlord, the Property Manager, and our office are not equipped to express any opinion whatsoever on the material provided, the situation in general, any risks involved, potential health risks, or to make any suggestions to you. Mr. Cross, as Landlord, did feel that he wanted to make inquiry directly to PG&E so that he could forward to you all of the information that PG&E provided to him through our office pursuant to our requests.

MacINNIS, DONNER & KOPLOWITZ

December 21, 2015

Page 2

Mr. Cross has indicated that he would be willing to terminate the Lease prior to the end of the term without the obligation to pay rent after you have vacated the Premises should you choose to relocate. The security deposit would be returned if the Premises are left in a proper condition as provided under your Lease. We have advised Mr. Cross that should you decide, after considering all of the information that we have received and any other information that you may obtain, to remain within the Premises, each of you should execute a form of a Release which will release Landlord and his agents from any and all possible liability based upon your decision to remain.

Please return the disc and written material to our office after you have completed your review of same.

Please advise if you wish to remain in possession of the Premises pursuant to the terms of your Lease, in which event I will forward to you a broad form of Release for your signatures. Please advise in writing by January 15, 2016 if you wish to be released from the Lease and relocate. If you need more time beyond January 15, 2016, please submit a written request for same and I will then respond to your request.

Very truly yours,



CONRAD DONNER

CD:bb

Enclosures

cc: Charles Cross

h:\bb\2015-December\Barrett-John.wpd



---

TO: Charles Cross c/o Nell Braceros, W.J. Britton & Co.

FROM: Tenants of 162 Alhambra Street

DATE: October 25, 2015

RE: Concern about construction of a new 1 bedroom, 1 bathroom unit on the Premises without proper notice to Tenants or Neighbors.

CC: Neighbors of 162 Alhambra Street

---

Dear Ms. Braceros,

This letter is to inform you, as the Property Manager, and Mr. Cross, as the owner, of our concerns about the construction and addition of a new unit on the Premises at 162-164 Alhambra Street.

Our three main Tenant concerns are documented and described in detail below:

1. Construction of a new, potentially illegal, unit commenced on October 20, 2015, as documented in Exhibit A, without proper notice to Tenants.
  - a. **Construction commenced without any notice to Tenants or neighbors.**

We found through the City Permit Tracking System that you have been issued a building permit for the construction of a 1 bedroom / 1 bath unit within the garage. This construction is a Capital Improvement (“Capital Improvement” is one that materially adds to the value of the property, appreciably prolongs its useful life, or adapts it to new uses, and which may be amortized over the useful life of the improvement of the building). We have not been notified or provided with an opportunity to raise our concerns or objections to the Capital Improvement plans including any loss of access to areas of the Premises that may be compromised during or after the construction period.
  - b. **Construction also commenced without proper posting of building permits. No permits have been posted at the Premises.**
  - c. Contractors were given access to the Premises, including a set of keys, without any notification to Tenants. We were told that the contractor “quit” and still holds a set of keys. This is a major security concern.

- d. Construction of new in-law units have not been approved by the Board of Supervisors for properties within District 2, where 162-164 Alhambra Street is located. Construction of new in-law units have only been approved as legal additions in San Francisco's District 3 and District 8, but not in District 2.
2. Common areas may be compromised during the construction period or in the future with a new unit on the Premises (including, but not limited to the backyard, downstairs bathroom, laundry facilities, storage in the garage, and hallway for trash receptacles).
  - a. Our main concern is the construction of a new unit will limit our access to the backyard – during the construction time period – and throughout our remaining time as Tenants. We utilize the backyard multiple times a week and collectively with our neighbors we have over \$5,000 of personal belongings in the backyard including a new Weber gas grill, Green Egg smoker, Italian lights, outdoor table and chairs with an umbrella as documented with photos in Exhibit B. We have also spent countless hours providing upkeep of the backyard including raking leaves, pulling weeds, and sweeping the patio.
  - b. The washer and dryer were moved last week to the back hallway, which is outdoors, unprotected from rain drainage - and there is no light outside.
  - c. Cutting off access to any common areas, such as the backyard, with the construction of a new unit on the Premises would constitute as a Decrease in Housing Services to both tenancies, as defined by the San Francisco Rent Board.
  - d. A new tenancy at the Premises would also increase the number of units by 50%, from 2 residential units to 3 residential units, which will increase foot traffic, usage of laundry facilities, trash, noise, etc.; therefore resulting in additional Decreases in Housing Services.
3. Parking spaces included in our leases may be compromised during construction or in the future with a new unit and new additional tenancy on the Premises.
  - a. One parking space on the right side of the garage is included in the lease of 162 Alhambra. Two tandem parking spaces inside the garage are included in the lease of 164 Alhambra. Taking away access to the parking spaces in the garage with the construction of a new unit on the Premises would constitute as a Decrease in Housing Services to both tenancies, as defined by the San Francisco Rent Board.

We request that you "stop all work" on the Premises until our concerns have been resolved, including the following:

1. We request an opportunity to review the Capital Improvement plans and provide any concerns or objections to construction plans that will impact our lives as tenants. We would also appreciate if you could share the construction schedule and times when contractors would be completing work onsite.
2. Please confirm you will provide proper notice before any more contractors are given access to the Premises.
3. Are you planning to rent out the new unit? If so, how are you getting around the rules regarding construction of new in-law units in District 2? Please provide confirmation that the proposed construction is in accordance with San Francisco District 2 rules and regulations specifically regarding the new construction of an in-law unit, otherwise we are under the impression that it is illegal to construct new in-law units in our neighborhood.
4. How will you ensure common areas are not impacted by the construction - as well as once there is a new unit with a potential new tenancy?
  - a. Backyard: Please confirm your plans to preserve an access way for the backyard during construction and once there is a new unit.
  - b. Parking: Please confirm your plans to ensure our parking spaces remain available.
  - c. Laundry: Please confirm when you plan to move the laundry back its original location.

We are prepared to file appeals and complaints with the City of San Francisco Permit Services department and San Francisco Rent Board; however we thought it would be best to first raise our concerns directly and ask for some answers.

We would appreciate a reply with acknowledgement that you received this letter and that you are working toward resolution on the issues highlighted above.

Signed,



Jeb Barrett and Kassie Eckhart  
Tenants of 162 Alhambra Street

EXHIBIT A: Photos documenting start of construction on October 20, 2015

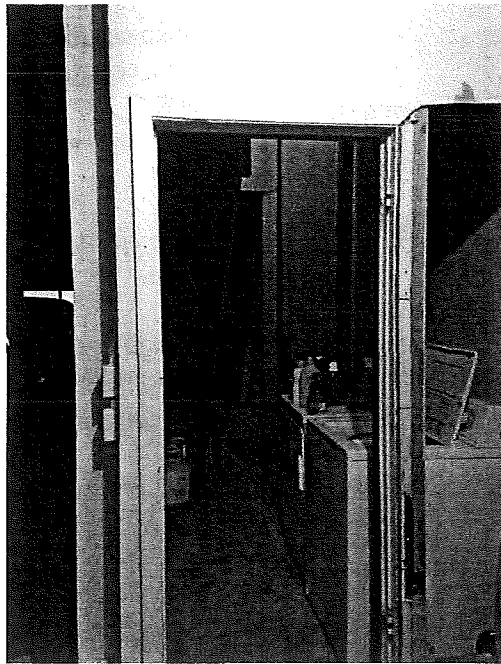
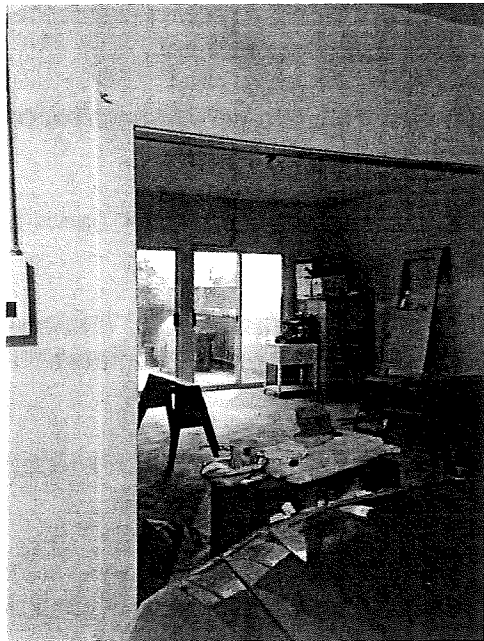
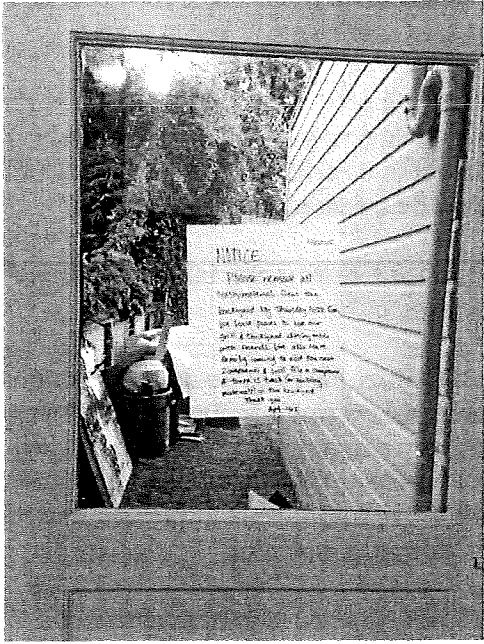


EXHIBIT A CONTINUED:

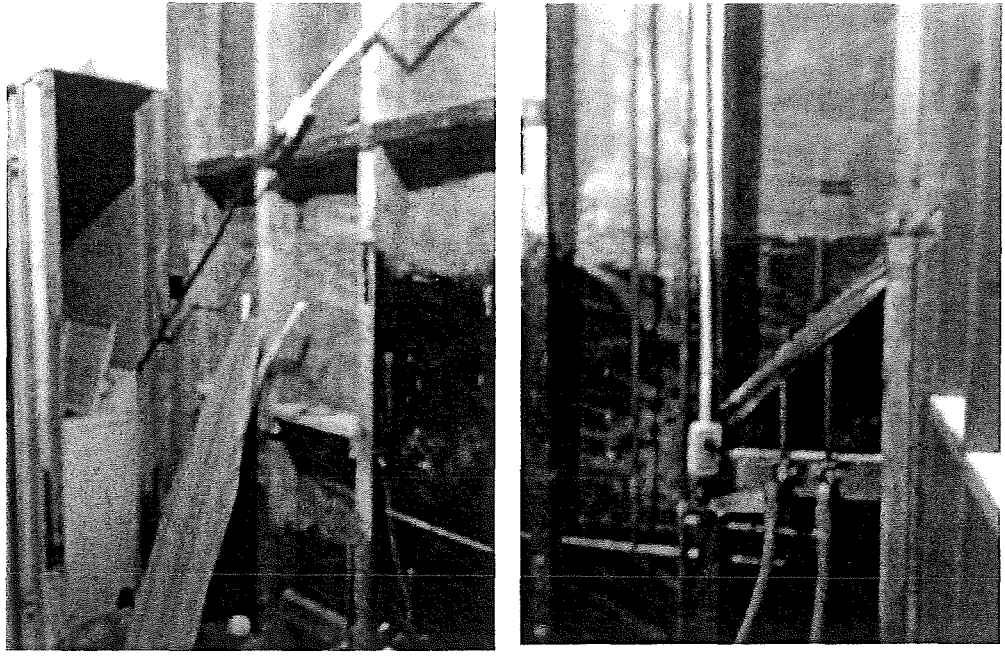


EXHIBIT B: Photos documenting Tenants' personal property kept in the backyard.

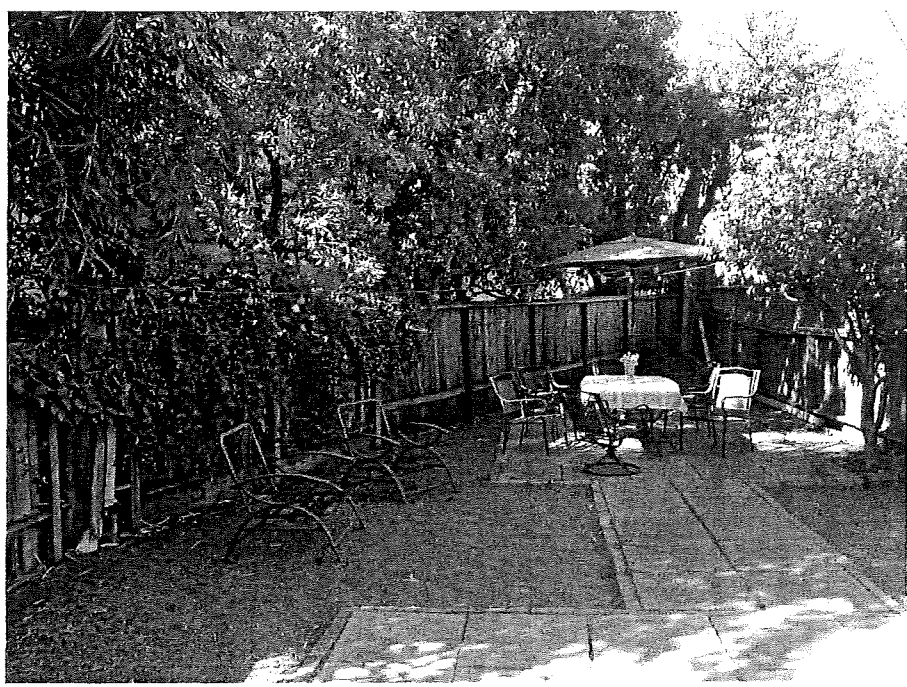
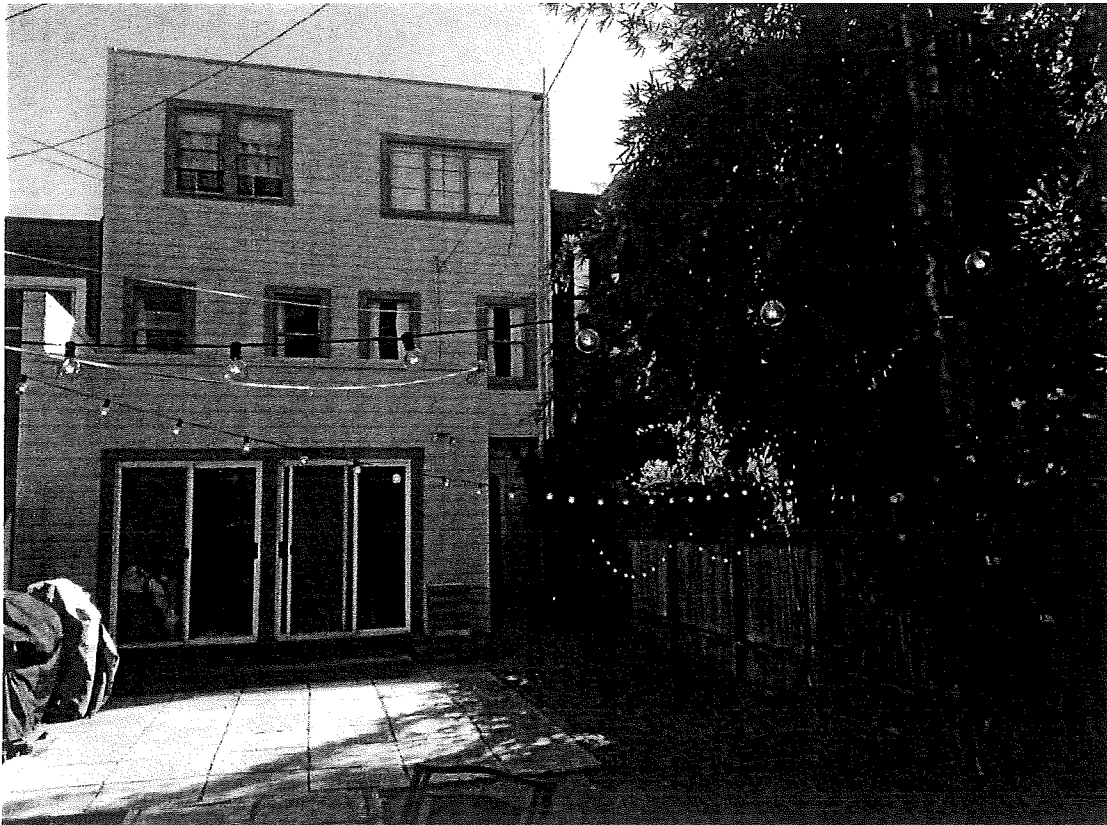
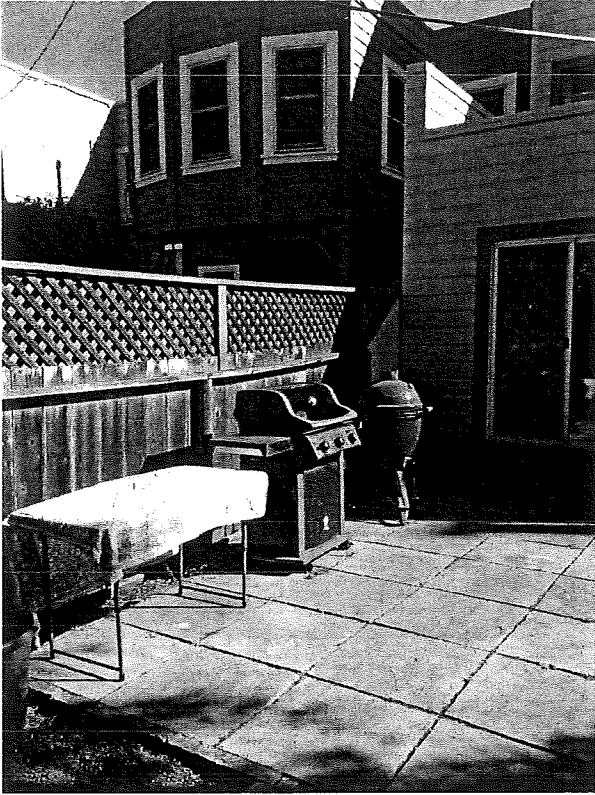




EXHIBIT B CONTINUED:





City and County of San Francisco  
 San Francisco Public Works - Bureau of Street-Use and Mapping  
 1155 Market Street, 3rd Floor - San Francisco, CA 94103  
 sfpublicworks.org - tel 415-554-5810 - fax 415-554-6161

RECEIVED  
 BOARD OF SUPERVISORS  
 SAN FRANCISCO

2016 OCT 28 AM 8:15

BY BJ



Date: October 18, 2016

**THIS IS NOT A BILL**

The City and County Surveyor has approved a tentative map for a proposed subdivision located at:

Address	Block	Lot
162 - 164 ALHAMBRA ST	0463A	013

This subdivision will result in:

**3 Units New Construction**

This notification letter is to inform you of your right to appeal this tentative approval.


**IF YOU WOULD LIKE TO FILE AN APPEAL OF THE TENTATIVE APPROVAL:**

You must do so in writing with the Clerk of the Board of Supervisors within ten (10) days of the date of this letter along with a check in the amount of \$315.00, payable to the Department of Public Works.

The Clerk of the Board is located at: City Hall of San Francisco  
 1 Dr. Carlton B. Goodlett Place, Room 244  
 San Francisco, CA 94102  
 (415) 554-5184

If you have any questions on this matter, please contact us at (415) 554-5827, or our email address: [subdivision.mapping@sfdpw.org](mailto:subdivision.mapping@sfdpw.org)

Sincerely,




  
 James Ryan  
 2016.10.17 15:32:47 - 08:00

Bruce R. Storrs, P.L.S.  
 City and County Surveyor  
 City and County of San Francisco

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO

2016 OCT 28 AM 8:15

of BJ

<b>JOHN BARRETT</b> 162 ALHAMBRA ST SAN FRANCISCO, CA 94123-2004	<u>Oct 27, 2016</u> Date	134 11-35/1210 CA 151
Pay to the Order of <u>Department of Public Works</u>	<u>\$ 315</u>	
<u>Three Hundred and Fifteen <sup>no</sup>/<sub>100</sub></u>	Dollars	 Photo Safe Deposit™ Details on back
<b>Bank of America</b> 		
ACH R/T 121000358		
For _____		MP