

## **SETTLEMENT AGREEMENT**

This Settlement Agreement (the “Agreement”) is entered as of May 19, 2025, by and between San Francisco Golf Club, a California nonprofit mutual benefit corporation (the “SFGC”) on the one hand, and Linda Shah and David Joy (collectively, the “Appellants”) on the other hand. SFGC and Appellants are sometimes each referred to in this Agreement as a “Party” and collectively as the “Parties.”

NOW, THEREFORE, for and in consideration of the promises, covenants, and releases hereinafter set forth in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

### **RECITALS**

This Agreement is executed with reference to the following facts:

A. SFGC is the owner of 1310 Junipero Serra Boulevard (Block 7380, Lot 036) (the “SFGC Property”).

B. SFGC desires to obtain certain approvals that will allow it to construct a new maintenance facility at the SFGC Property pursuant to Conditional Use Authorization 2023-007010CUA (the “Project”) and the associated building plans for the Project.

C. Appellants have raised certain concerns and objections related to the Project and have filed appeals of the Planning Commission’s April 5, 2024 issuance of a Categorical Exemption from the California Environmental Quality Act for the proposed Project (2023-007010ENV) and Conditional Use Authorization (2023-007010CUA) for the Project (the “CEQA and CUA Appeals”).

D. The Parties now desire to settle their differences on mutually agreeable terms.

### **TERMS AND CONDITIONS**

#### **1. SFGC’s Obligations**

Upon execution of this Agreement and conditioned on Appellants’ timely performance of their obligations in this Agreement, SFGC hereby agrees as follows:

- a) Construction Traffic. SFGC will route all construction traffic, including vehicles transporting workers, equipment, or materials, and personal vehicles of workers to the Project site on SFGC’s private road and not on Thomas More Way.
- b) Washing Station, Fuel tanks, Fueling, and Chemical Building Location. SFGC agrees that the washing station, fuel tanks, fueling, and chemical building will remain at their present

locations at the center of the golf course. SFGC agrees in perpetuity that such activities and materials will not be moved to the Project site.

- c) Tree Removal. SFGC agrees to conduct all tree removal activity associated with the Project during the summer break and outside of the instruction hours for Saint Thomas More Catholic School (“School”). In order to accomplish this, SFGC agrees to coordinate with the School to remove remaining trees from the Project site and to perform this work when students are not present. SFGC agrees to coordinate with the School regarding any summer activities it hosts for children and to perform tree removal work outside of those hours.
- d) Continuous Watering During Dust-Generating Activities. SFGC agrees to perform continuous watering of the Project site while undertaking any activity that generates dust, including grading, excavation, earth movement, and tree removal. During construction, SFGC agrees that it will also water the Project site a minimum of three times per shift, regardless of whether it determines the construction activity taking place generates dust.
- e) Alarm Notification for Dust-Particulate Monitors. The Project will comply with Article 22B of the Health Code (Construction Dust Control Requirements). SFGC will submit a compliant Site-Specific Dust Control Plan pursuant to Section 1242. SFGC will comply with Section 1242(c)(2) (requiring analysis of wind direction) and Sections 1242(c)(3)-(4) (requiring the “placement of upwind and downwind particulate dust monitors” and “recordkeeping for particulate monitoring results.”) SFGC will install dust-particulate monitors on the Project site and at the School prior to further Project activities taking place. SFGC also agrees to suspend construction operations when the limit of airborne particulate matter of 10 microns or less (PM-10) is more than 200 micrograms per cubic meter over a 10-minute average or a daily average of over 50 micrograms per cubic meter is recorded by any dust-particulate monitor. The dust-particulate monitors will be equipped with an automatic alarm that will alert SFGC (and the School concurrently if feasible; if not, SFGC will immediately inform the School) if these thresholds are reached. Alternatively to the automatic alarm on the dust-particulate monitors, a third-party environmental consultant can instead be responsible for immediately and automatically informing SFGC’s contractor and the School if these thresholds are reached. Construction can resume when dust-particulate monitor readings have dropped below 150 micrograms per cubic meter over a 30-minute period, and the School must be informed before construction can resume. Per 1242(c)(10), SFGC will install a dust curtain if an independent third-party environmental consultant deems the other measures above should be augmented.
- f) Hotline for Reporting Dust Issues. SFGC agrees to establish a phone hotline for surrounding community members to call and report dust problems so that SFGC can promptly fix those problems. SFGC agrees to post signs around the Project site with the hotline number and ensure that the phone number is distributed to adjacent residents, schools, and businesses that may be affected by fugitive dust.
- g) Industrial Air Filters. SFGC agrees to tender \$2,500 to the School within 30 days of the execution of this Agreement for the School to purchase air filters to combat fugitive dust from the Project site. If the School does not accept the contribution, SFGC will tender such

payment to Appellants, and Appellants will use the funds to purchase air filters for the School.

- h) Emergency Response Plan and Alarm Notification. SFGC agrees to develop an Emergency Response Plan for the Project, including scenarios where fugitive dust reaches nearby sensitive receptors, and fire, explosion, chemical release, or other emergencies from the construction or operation of the maintenance facility occur. SFGC agrees to install fire and smoke alarms in the maintenance facility that are continuously monitored by the San Francisco Fire Department. SFGC also agrees to install a water flow alarm bell at the maintenance facility that will be audible from the School to notify the School if a sprinkler has been activated. SFGC also agrees to install a second water flow alarm on the exterior of the maintenance facility near the Fire Department Connection, which will also be audible from the School in the event a sprinkler at the maintenance facility has been activated.
- i) Fire Suppression and Smoke Alarm.
  - 1. SFGC agrees that the northern wall of the garage portion of the maintenance facility (where lithium-ion batteries will be stored/charged, running from “hand tools” room 129 at the west to the easternmost wall of the garage portion of the facility (adjacent to the “administration & staff area” to the east)) will include a 9-foot tall concrete masonry unit (CMU) wall with metal wall above as shown in Exhibit A.
  - 2. The walls of the “battery storage room” will be 1-hour fire-rated.
  - 3. All areas where lithium-ion batteries will be stored or charged will include an HVAC system with a maximum temperature of 70 degrees Fahrenheit, and a fire suppression system per San Francisco Fire Department Administrative Bulletin 4.29, designed for lithium-ion EV battery storage/charging facilities. SFGC will add an automatic backup generator for the HVAC system at the south or west side of the maintenance facility under separate permit, unless the City finally denies such permit application. Appellants will provide a letter of support for said permit application.
  - 4. SFGC agrees to install an alarm along the northern elevation of the maintenance facility that will provide audio and visual warning to the School that a smoke or fire alarm in the maintenance facility has been activated. The alarm must be audible from the School. Prior to the activation and use of the maintenance facility, SFGC will conduct testing with the School to ensure that the alarm is sufficiently audible from the School.
- j) Water Control Plan. SFGC agrees that it will apply for and obtain a permit for a Storm Water Control Plan before beginning construction. All water on the Project site will be contained within the site and will not be allowed to enter neighboring property.

In all instances where SFGC agrees to provide notice to the School, it should provide notice to the School’s principal and pastoral leader.

## **2. Appellants' Obligations**

Upon execution of this Agreement and conditioned on the SFGC's timely performance of their obligations in this Agreement, Appellants hereby agree as follows:

The Appellants shall withdraw their CEQA Appeal, and the Parties shall jointly request that the Planning Department administratively incorporate Exhibit B into the Project's Conditions of Approval, upon confirmation of which the Appellants shall withdraw the CUA Appeal. If said confirmation is not forthcoming, the Parties shall jointly request that the Board of Supervisors incorporate Exhibit B into the Project's Conditions of Approval as a stipulated resolution of the CUA Appeal. In addition, so long as SFGC constructs the Project in accordance with the building plans approved by the Planning Commission as modified by this Agreement, with the exception of changes required by the City during the permit review process that do not reduce safety and any minor changes not related to this Agreement (e.g. interior layout outside of charging and battery storage areas, walls not facing to the north) that do not reduce safety, Appellants shall refrain from any other future objection and/or opposition to the Project, including the filing of any further Request for Discretionary Review or appeal of the Project's Conditional Use Authorization or Categorical Exemption Determination under the California Environmental Quality Act, filing any appeals of the Project's building permits, or filing any lawsuit against the Project; however, such prohibition shall not include any complaint regarding unsafe, unlawful, or unpermitted work or conditions.

## **3. Representations and Warranties**

The persons signing this Agreement hereby warrant and represent that they have the power and authority to bind any Party on whose behalf this Agreement is signed. Each Party agrees to indemnify, defend, and hold harmless the other Parties for any loss, costs, expenses, claims, or damages resulting from any breach of this paragraph.

## **4. Jurisdiction**

The Parties expressly consent to jurisdiction in the courts of California for any dispute regarding or relating to this Agreement or any other matter set forth herein.

## **5. Notices**

All notices to be given under this Agreement shall be in writing and sent by both email and also: (a) certified mail, return receipt requested, in which case notice shall be deemed delivered when received, as evidenced by the return receipt; (b) a nationally recognized overnight courier, in which case notice shall be deemed delivered when received, as evidenced by the proof of delivery; or (c) personal delivery, in which case notice shall be deemed delivered on the date received, all as follows.

Appellants:

Linda Shah  
116 Nimitz Drive

Daly City CA 94015  
Email: lp1114@aol.com

And

David Joy  
3210 Irving Street, Apt. 1  
San Francisco, CA 94122  
Email: dfjremodelinc@gmail.com

And

Ryan J. Patterson, attorney for Appellant Linda Shah  
Patterson & O'Neill, PC  
235 Montgomery Street, Suite 950  
San Francisco, CA 94104  
Email: [ryan@pattersononeill.com](mailto:ryan@pattersononeill.com)

SFGC:

San Francisco Golf Club  
1310 Junipero Serra Blvd.  
San Francisco, CA 94132  
Attn: Kevin Wentworth  
Email: [kevin@sfgolfclub.com](mailto:kevin@sfgolfclub.com)

And

John Kevlin, attorney for SFGC  
Reuben, Junius & Rose  
One Bush Street, Suite 600  
San Francisco, CA 94104  
Email: [jkevin@reubenlaw.com](mailto:jkevin@reubenlaw.com)

Any Party may change its address for notice purposes by giving the other Party notice of its new address as provided herein.

**6. Enforcement; Attorneys' Fees**

In the event of any controversy, claim or dispute relating to this Agreement, or the enforcement of any right or obligation under this Agreement ("Claim"), the Party prevailing in such Claim shall be entitled to payment by the non-prevailing Party of its reasonable expenses and attorney's fees and costs incurred in connection with such Claim, including expert fees, whether litigated or not. Fees and costs under this Paragraph include fees and costs on any appeal. The non-breaching party shall have all rights and remedies, including, without limitation, the right to compel specific performance of the breaching party's obligations under this Agreement

**7. Entire Agreement; Controlling Law**

This Agreement and all exhibits attached hereto and incorporated herein sets forth the entire agreement of the Parties and any disputes concerning the subject matter of this Agreement. The laws of the State of California shall govern the validity, interpretation, and enforcement of this Agreement.

**8. Severability; Time is of the Essence**

In the event that any representation, warranty, acknowledgment, covenant, agreement, clause, provision, promise, or undertaking made by any Party contained in this Agreement is deemed, construed, or alleged to be illegal, invalid, or unenforceable under present or future laws, in whole or in part, the Parties acknowledge that each and every other term of this Agreement shall remain valid and enforceable. Time is of the essence for the completion of the acts described in and required by this Agreement.

**9. Advice of Counsel**

The Parties represent and acknowledge that they have read and understood the terms of this Agreement and have obtained the advice of counsel on the meaning and effect of this Agreement.

**10. Interpretation; Amendment**

This Agreement contains the entire agreement between the Parties with respect to the matters referred to in this Agreement. This Agreement supersedes all prior drafts, negotiations and communications with respect to the matters herein. This Agreement may not be modified, changed, supplemented or terminated, nor may any of the obligations hereunder be waived, except by written instrument signed by the Party to be charged. Any amendments or modifications hereof, whenever made, shall be superior to any and all liens to the same extent as this Agreement as if such amendment or modification had been executed concurrently herewith. If any provision of this Agreement conflicts with applicable law or is declared invalid, such provision shall be severed from the document and the remainder shall continue to be given full force and effect. This Agreement has been drafted by a mutual effort of the Parties, and each Party waives the benefit of any law or judicial decision providing that an agreement shall be interpreted against the “drafting party.”

**11. Recitals and Exhibits**

Any and all recitals in this Agreement are accurate and shall constitute an integral part of this Agreement, and this Agreement shall be construed in light of those recitals. Any and all exhibits, schedules, and addenda attached to or referred to in this Agreement are hereby incorporated into this Agreement as if fully set forth in their entirety herein.

**12. Counterparts**

This Agreement may be executed in counterparts with the same force and effect as if executed in the form of a single document. Signatures transmitted electronically shall be deemed original signatures.

**13. Paragraph and Section Headings**

The headings of the Paragraphs and sections in this Agreement are inserted solely for convenience or reference, and are not intended to govern, limit, or aid in the construction of any term or provision hereof.

**14. Waiver**

No claim of waiver, consent, or acquiescence with respect to any provision of this Agreement shall be made against any Party except on the basis of a written instrument executed by or on behalf of such Party.

**15. Effective Waiver**

No waiver by a Party of any provision in this Agreement shall be deemed a waiver of any other provision or any subsequent breach of the same or any other provision, including but not limited to the time for performance of any such provision. The exercise by a Party of any remedy provided in this Agreement or at law shall not prevent the exercise by that Party of any other remedy provided in this Agreement or at law.

**16. No Agency**

Nothing in this Agreement shall be construed as permitting or authorizing any Party to act in any capacity as an agent of the other. Any intention to create a joint venture, partnership or principal and agent relationship between the Parties is hereby expressly disclaimed.

**17. Further Assurances**

Each Party shall promptly take all steps reasonably necessary to effectuate the purposes of this Agreement, including without limitation, the execution of such other and further documents and instruments reasonably requested by each other to more clearly evidence and carry out the provisions of this Agreement.


[Signatures on following page]

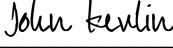
This Agreement is executed by the Parties as of the date first written above.

**SAN FRANCISCO GOLF CLUB**

**APPROVED AS TO FORM:**

REUBEN, JUNIUS & ROSE

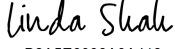
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By: George Conner  
Its: President, Board of Directors


Signed by:  
  
8E4A6589764E43E...  
By: John Kevlin  
Attorneys for the San Francisco Golf Club


**APPELLANTS**

**APPROVED AS TO FORM:**

PATTERSON & O'NEILL, PC

DocuSigned by:  
  
B2A5E6098A0A413...  
Linda Shah

  
By: Ryan J. Patterson  
Attorneys for Appellant Linda Shah

Signed by:  
  
067C06D3C6CB490...  
David Joy

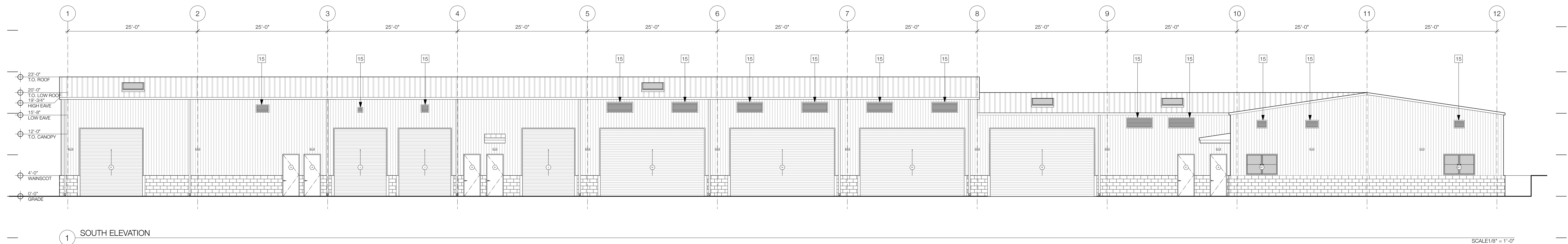
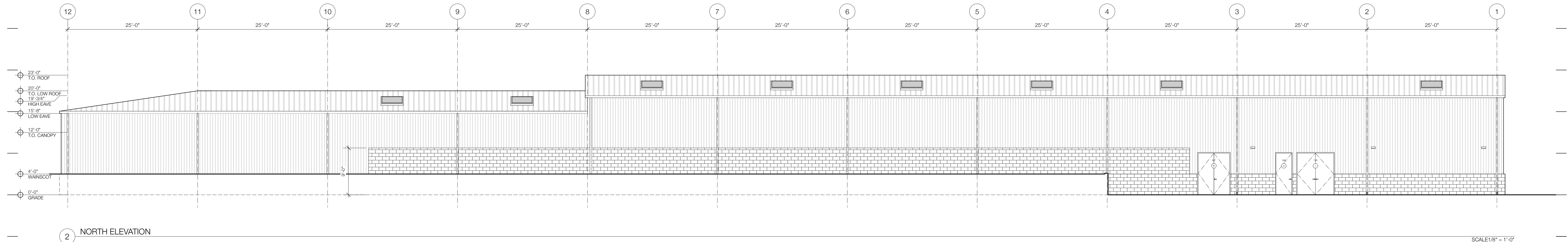
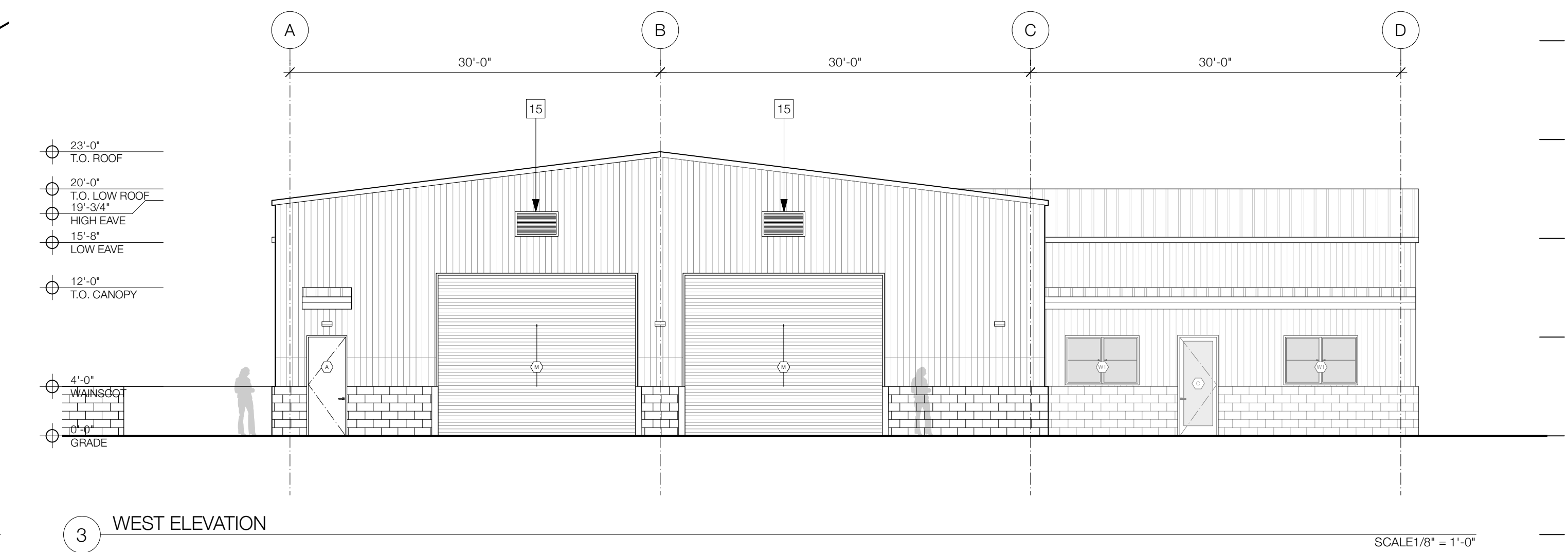
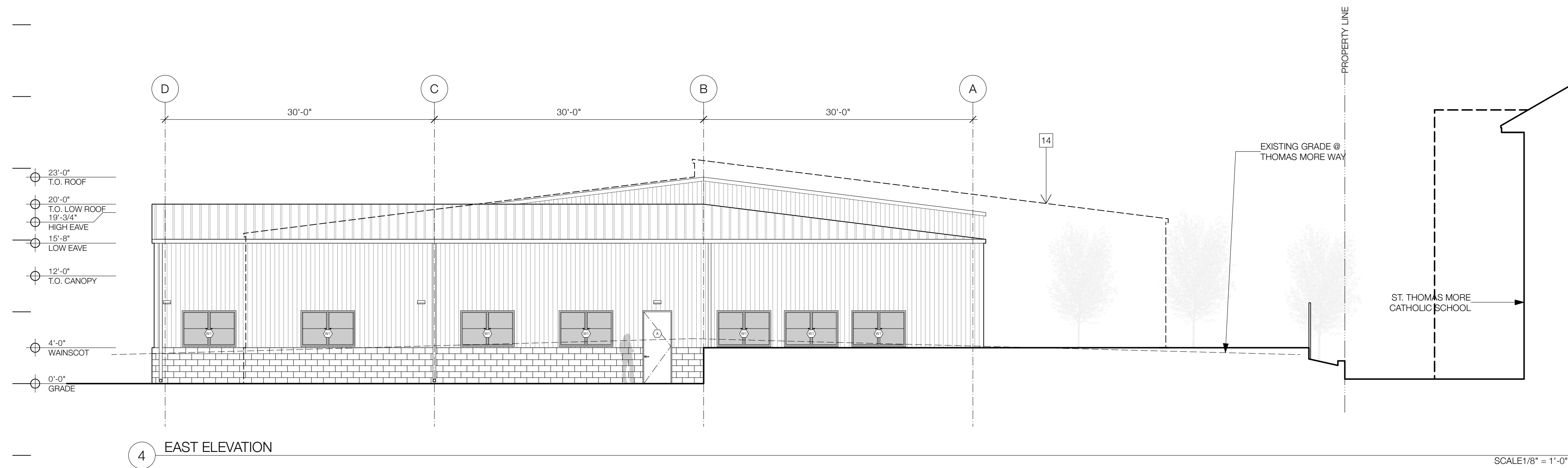


## **Exhibit A**



SHEET NOTES

- 1 PAINTED CORRUGATED METAL SIDING
- 2 4'-0" CMU APRON/WAINSCOT  
RUNNING BOND
- 3 PAINTED METAL OVERHEAD COILING  
DOOR
- 4 PAINTED METAL DOOR
- 5 EXTERIOR LIGHT AT 9'-0" TO  
UNDERSIDE OF FIXTURE
- 6 STANDING SEAM METAL ROOF
- 7 SKYLIGHT
- 8 DOWNSPOUT
- 9 ALUMINUM FRAMED WINDOW
- 10 PAINTED STL COLUMN
- 11 UNDERLINE OF ROOF
- 12 EXTERIOR DOOR AWNING TO COMPLY  
WITH CALGREEN 5.407.2.2.1
- 13 KNOX LOCK PER CFC 506.1
- 14 LINE OF PREVIOUS BUILDING DESIGN  
OUTLINE/VOLUME
- 15 EXTERIOR COVER-SEE MECH.  
DRWS.



NOT FOR CONSTRUCTION

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1310 JUNIPERO SERRA BLVD  
SAN FRANCISCO, CA  
9 4 1 3 2

MACCRACKEN ROBINSON  
ARCHITECTS  
479 Ninth Street, 2nd Floor  
San Francisco, CA 94103  
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web: www.macarchs.com

DATE: 2025-04-05  
REV: 2025-05-19

EXTERIOR ELEVATIONS  
A2.0

**Exhibit B**

## **Stipulated Request for Additional Conditions of Approval**

### **Appeal of Conditional Use Authorization Approval – 1310 Junipero Serra Boulevard**

During construction of the Project, the project sponsor shall (1) route all construction traffic on roads other than Thomas More Way; (2) conduct tree removal activity either outside of typical instructional hours or during the summer school recess; and (3) on days when any dust-producing activity is taking place, continuously apply water to portions of the site where such activity is taking place; and at least three times per shift during any construction work.

During construction of the Project, the project sponsor shall (a) comply with all applicable provisions of the Health Code related to dust control and adhere to any additional Project-specific recommendations contained in a report by any qualified, independent third-party consultant as determined by either the Department of Public Health or the Planning Department; (b) establish and publicize via on-site postings a phone hotline for reports of fugitive dust; and (c) develop a response plan to address any construction-related emergencies or unanticipated discharges of fugitive dust.

During construction of, and review of construction drawings for, the Project, the project sponsor shall (I) comply with any requirements imposed by the Department of Building Inspection or San Francisco Fire Department, especially as they relate to fire prevention and suppression; (II) comply with any requirements imposed by the San Francisco Public Utilities Commission relating to stormwater control, and (III) design and install an alarm along the northern elevation of the proposed building that provides audio and visual warnings that a smoke or fire alarm in the proposed building has been activated.