



SAN FRANCISCO PLANNING DEPARTMENT

MEMO

APPEAL OF CONDITIONAL USE AUTHORIZATION 2785 San Bruno Avenue

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DATE: September 12, 2016
TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: John Rahaim, Planning Director – Planning Department (415) 558-6411
Jeffrey Speirs, Case Planner – Planning Department (415) 575-9106
RE: File No. 160918, Planning Case No. 2014-003173CUA - Appeal of the approval of Conditional Use Authorization for 2785 San Bruno Avenue

HEARING DATE: September 20, 2016

ATTACHMENTS:

- A. Planning Commission Staff Report (Executive Summary, Exhibits, & Final Motion)
- B. Rental Advertisement on Craig's List website (Craigslist.com)
- C. August 8, 2014, Lease for the Subject Property
- D. September 1, 2015, Lease for the Subject Property
- E. May 9, 2016, Lease for the Subject Property
- F. Affidavit of No-Unauthorized Unit On-Site

PROJECT SPONSOR: Brian Kaufman, 77 Van Ness Avenue, San Francisco, CA 94103

APPELLANT: Stephen Williams, 1934 Divisadero Street, San Francisco, CA 94115

INTRODUCTION:

This memorandum and the attached documents are in response to the letter of appeal to the Board of Supervisors ("Board") regarding the Planning Commission's ("Commission") approval of the application for Conditional Use Authorization under Planning Code Sections 303 (Conditional Use Authorization) and 317 (Loss of Dwelling Units through Demolition, Merger, and Conversion), to demolish a one-story residential Dwelling Unit and accessory structure at 2785 San Bruno Avenue within the NC-2 (Small-Scale Neighborhood Commercial District) and 40-X Height and Bulk District ("the Project").

This response provides clarifications regarding the proposed project and addresses the appeal ("Appeal Letter") to the Board filed on August 15, 2016 by Stephen Williams, representing neighbors in opposition to the project. The Appeal Letter referenced the proposed project in Case No. 2014-003173CUA.

The decision before the Board is whether to uphold or overturn the Planning Commission's approval of Conditional Use Authorization to demolish a one-story residential Dwelling Unit and an unauthorized

unit¹ and to construct a new four-story, mixed-use building containing three dwelling units and two commercial units at 2785 San Bruno Avenue.

SITE DESCRIPTION & PRESENT USE:

As set forth in the approved motion by the Planning Commission, the site and present use of the property were described as follows. “The subject property is located on the east side of San Bruno Avenue, between Bacon and Wayland Streets, Lot 018 in Assessor’s Block 5450. The subject lot is 25 feet wide and 85 feet deep, with an area of approximately 2,121 square feet. The property contains a 15-foot 6-inch tall, one-story single-family dwelling of 1,293 gross square feet, constructed circa 1907. The unauthorized unit on the property is 391 square feet, and located at the rear of the property in a second structure.”

Based on new analysis, the site description and present use is more accurately described with the following amendment. The property does not include an “unauthorized unit”; rather the property contains a detached 391 square foot living area consisting of a bedroom and bathroom, located at the rear of the property. This living area is neither a separate dwelling unit nor is it an unauthorized unit. (For further details, see Response #1a below)

SURROUNDING PROPERTIES AND NEIGHBORHOOD:

The project site is located off of a small-scale commercial corridor along San Bruno Avenue in the Excelsior neighborhood. Buildings in the neighborhood contain a mix of use types, most with residential uses over ground floor retail. The general massing of the neighborhood is a mix of two and three-story buildings, with a new four-story mixed-use development one block south of the project site. Immediately north of the site at 2779 San Bruno Avenue is a two-story single-family dwelling. To the immediate south at 2791-2793 San Bruno Avenue, on the corner of San Bruno Avenue and Wayland Street, is a three-family dwelling over commercial, with a split massing of two and three stories. To the east of the site is the James Lick Freeway (U.S. Route 101), and to the west of the subject property, across San Bruno Avenue, is a one-story automobile repair shop. The subject property is also within 0.25-miles of stops for the following MUNI transit lines: 8, 8AX, 8BX, 9, 9R, 29, 44, 54, 90. The project site is located at the southeast end of an NC-2 (Small-Scale Neighborhood Commercial) Zoning District, and north of an RM-1 (Residential – Mixed, Low Density) Zoning District and just east of an RH-2 (Residential – House, Two Family) Zoning District.

PROJECT DESCRIPTION:

As set forth in the approved motion by the Planning Commission, the site and present use of the property were described as follows. The project proposes demolition of the existing one-story single-family

¹ At the Planning Commission hearing on July 14th, 2016 the Commission and staff believed the property did contain an “unauthorized unit” and the Commission approved its removal. With additional evidence provided since the hearing, the property does not include an “unauthorized unit”; rather the property contains a detached 391 square foot living area consisting of a bedroom and bathroom, located at the rear of the property. While the Commission’s approval would have allowed for the demolition of a dwelling unit and an unauthorized unit, the actual demolition, if permitted by the Board of Supervisors, would be limited to be only the demolition of a dwelling unit. (For further details, see Response #1.)

dwelling, demolition of an unauthorized unit, and new construction of a four-story, 40-foot tall, mixed-use building. The proposed building will consist of two commercial spaces and three dwelling units. The new building contains no off-street automobile parking spaces, and five Class 1 & four Class 2 bicycle parking spaces. The project is not seeking any exceptions or variances from the Planning Code.

Based on new analysis, the site description and present use is more accurately described as follows, with deletion indicated in strikethrough, italic font. The project proposes demolition of the existing one-story single-family Dwelling, ~~demolition of an unauthorized unit~~, and new construction of a four-story, 40-foot tall, mixed-use building. The proposed building will consist of two commercial spaces and three Dwelling Units. The new building contains no off-street automobile parking spaces, and five Class 1 and four Class 2 bicycle parking spaces. The project is not seeking any exceptions or variances from the Planning Code. (See Response #1a below)

BACKGROUND:

2014 – Environmental Evaluation Application Filed

On December 29, 2014, the project sponsor submitted an Environmental Review Application for the demolition of a single-family dwelling.

2014 – Environmental Evaluation Completed

On February 17, 2014, the Environmental Planning division of the Planning Department (“Department”) found the project to be categorically exempt from environmental review per Class 3 of the California Environmental Quality Act (Case No. 2014-003173CUA).

2015 – Pre-Application Meeting, and Building Permit Applications Filed

On March 30, 2015, the project sponsor conducted a mandatory Pre-Application Meeting with adjacent neighbors and neighborhood organizations to present the project and receive initial feedback.

On April 23, 2015, the project sponsor filed Building Permit Applications for the proposed project. At this time the project was described as a demolition of a dwelling unit and new construction of a building with groundfloor retail, two professional/business service spaces, and two, new dwelling units. At this time, the project sponsor described the rear-structure as a “workshop” and not an unauthorized unit.

2015 –Site Visit

On August 17, 2015, Planning Department staff visited the site to review the existing conditions of the property. During the site visit, staff determined that the rear structure was not used as a “workshop” but instead that it was used for living and sleeping.

2015 –Project Revised, Mandatory Discretionary Review Application Filed

On October 7, 2015, during design review by the Department’s Urban Design advisory Team (UDAT), the project was requested to reduce the 4th floor setback and align the front wall with the other floors at the front of the building.

2015 –Mandatory Discretionary Review Application Filed

On December 10, 2015, the project sponsor submitted a Mandatory Discretionary Review application for the removal of a single-family dwelling.

2016 – Unauthorized Unit Affidavit Signed, Project Revised, Mandatory Discretionary Review Application Withdrawn, Conditional Use Authorization Filed, Environmental Evaluation Revised

Unauthorized Unit Affidavit Signed

On March 2, 2016, due to new legislative requirements of Planning Code Section 317 to demolish a single-family dwelling, the project sponsor submitted the affidavit, indicating the Project was in fact to remove a single-family dwelling and that the project would not remove an Unauthorized Dwelling Unit. (See Exhibit F: Affidavit of No-Unauthorized Unit On-Site) However, after discussing the submitted affidavit and the existing use of the independent rear sleeping area with staff, Planning staff and the project sponsor erroneously believed that the Project would remove an Unauthorized Unit because it appeared that the rear sleeping area met the definition of “independent” as defined in Planning Code Section 317. (Note: After the Planning Commission hearing, Planning Staff consulted with the Zoning Administrator about the actual “use” of the rear-sleeping area it became clear that the rear-sleeping area was, in fact, not independent and therefore it was not an unauthorized unit. Rather the rear-sleeping area was part of the single-family dwelling because of shared use of the common kitchen. However, this was not clear on March 2, 2016.) A revised affidavit was requested that would have stated that an “unauthorized unit” was on-site as believed that that time. However, this revision was never received, leaving the only affidavit on file with the Department stating correctly that there was no unauthorized unit on-site.

Project Revised

On April 18, 2016, during a policy meeting with Department management, staff discussed the benefits of the proposed project with two new units verses the benefits of the existing dwelling unit and what was believed at the time to be an unauthorized unit. Staff concluded that the project could be improved by increasing the number of dwelling units in the proposed project from two units to the maximum permitted of three units. The project sponsor increased the proposed unit count to comply with the Department’s request.

Applications Withdrawn & Filed

On May 10, 2016, due to new legislative requirements of Planning Code Section 317, the project sponsor withdrew the Mandatory Discretionary Review Application, and submitted a Conditional Use Authorization application for the demolition of a single-family dwelling and the construction of a new building with groundfloor retail and instead of proposing two dwelling units as the earlier applications requested, this new application included the three dwelling units, as requested by the Department.

Environmental Evaluation Revised

On June 13, 2016, to address the revised unit count of the project, the Environmental Planning division of the Planning Department (“Department”) found the project to be categorically exempt from environmental review per Class 3 of the California Environmental Quality Act (Case No. 2014-003173CUA).

2016 – Conditional Use Authorization hearing

At the July 14, 2016 Commission hearing, the Commission approved Conditional Use Authorization pursuant to Planning Code Sections 303 and 317 to demolish the existing one-story single-family Dwelling, as well as what was then described as an unauthorized unit, and construct a four-story, 40 foot tall, mixed-use building containing two commercial spaces and three Dwelling Units. The Commission made modifications to the proposed project to remove the stair penthouses and if a fourth unit is to be added in the future, that it comply with all codes and add an elevator.

CONDITIONAL USE AUTHORIZATION REQUIREMENTS:

Planning Code Section 303 establishes criteria for the Commission to consider when reviewing all applications for Conditional Use approval. To approve the project, the Commission must find that these criteria have been met:

1. That the proposed use or feature, at the size and intensity contemplated and at the proposed location, will provide a development that is necessary or desirable for, and compatible with, the neighborhood or the community; and
2. That such use or feature as proposed will not be detrimental to the health, safety, convenience or general welfare of persons residing or working in the vicinity, or injurious to property, improvements or potential development in the vicinity, with respect to aspects including but not limited to the following:
 - a. The nature of the proposed site, including its size and shape, and the proposed size, shape and arrangement of structures;
 - b. The accessibility and traffic patterns for persons and vehicles, the type and volume of such traffic, and the adequacy of proposed off-street parking and loading;
 - c. The safeguards afforded to prevent noxious or offensive emissions such as noise, glare, dust and odor;
 - d. Treatment given, as appropriate, to such aspects as landscaping, screening, open spaces, parking and loading areas, service areas, lighting and signs; and
3. That such use or feature as proposed will comply with the applicable provisions of this Code and will not adversely affect the Master Plan;
4. That such use or feature as proposed will provide development that is in conformity with the stated purpose of the applicable Use District;
5. That the use or feature satisfies any criteria specific to the use or feature in Subsections (g), et seq. of this Section, regarding Hotels and Motels.

In addition, Planning Code Section 317 establishes criteria for the Commission to consider when reviewing applications to convert, demolish, or merge residential units. These criteria apply to all applications to convert, demolish, or merge residential units, and to remove unauthorized units. Unlike the Section 303 findings above which must be met, the Section 317 criteria must only be considered by the Commission. Specifically regarding demolition in an NC-2 Zoning District, it is within the Commission's discretion to decide how to weigh these criteria for each project.

1. Whether the property is free of a history of serious, continuing Code violations;
2. Whether the housing has been maintained in a decent, safe, and sanitary condition;
3. Whether the property is an "historical resource" under CEQA;
4. Whether the removal of the resource will have a substantial adverse impact under CEQA;
5. Whether the project converts rental housing to other forms of tenure or occupancy;
6. Whether the project removes rental units subject to the Residential Rent Stabilization and Arbitration Ordinance or affordable housing;
7. Whether the project conserves existing housing to preserve cultural and economic neighborhood diversity;
8. Whether the project conserves neighborhood character to preserve neighborhood cultural and economic diversity;
9. Whether the project protects the relative affordability of existing housing;

10. Whether the project increases the number of permanently affordable units as governed by Section 415;
11. Whether the project locates in-fill housing on appropriate sites in established neighborhoods;
12. Whether the project increases the number of family-sized units on-site;
13. Whether the project creates new supportive housing;
14. Whether the project is of superb architectural and urban design, meeting all relevant design guidelines, to enhance existing neighborhood character;
15. Whether the project increases the number of on-site Dwelling Units;
16. Whether the project increases the number of on-site bedrooms;
17. Whether or not the replacement project would maximize density on the subject lot; and
18. If replacing a building not subject to the Residential Rent Stabilization and Arbitration Ordinance, whether the new project replaces all of the existing units with new Dwelling Units of a similar size and with the same number of bedrooms.

APPELLANT ISSUES AND PLANNING DEPARTMENT RESPONSES:

The concerns raised in the Appeal Letter are cited in a summary below and are followed by the Department's response:

ISSUE #1: The appellant claims that the Project is for demolition of two sound, affordable rent-controlled units.

RESPONSE #1: Only one dwelling unit exists on the property and, as such, would not be subject to the rent-control provisions of the Rent Stabilization and Arbitration Ordinance. Under previous analysis, the Project was described as the demolition of a one-story single-family dwelling unit (with two bedrooms in total) and an unauthorized unit at the rear of the property (with one bedroom), and construction of three new dwelling units (five bedrooms total), for a net increase of one dwelling unit and two bedrooms. Although a building with two existing dwelling units may be subject to the rent-control provisions of the Rent Stabilization and Arbitration Ordinance (San Francisco Administrative Code Chapter 37) (depending upon the age of the building and other factors), the existing dwelling spaces in question are in separate structures on the property. Existing floor plans show that the two structures do not share a wall; are physically separated; and require walking through a yard to move between the buildings. The front dwelling space is a stand-alone single-family dwelling unit, and as such would not be subject to the rent-control provisions of the Rent Stabilization and Arbitration Ordinance.²

The rear structure does not contain a separate dwelling unit, but instead provides additional living space for the single-family dwelling. With benefit of additional analysis, and with new information provided by

² Administrative Code Section 37.3(d)(1)(A), "Property Owner Rights to Establish Initial and All Subsequent Rental Rates for Separately Alienable Parcels," states that "An owner of [f] residential real property may establish the initial and all subsequent rental rates for a dwelling or a unit which is alienable separate from the title to any other dwelling unit or is a subdivided interest in a subdivision..." Thus, the rent-control provisions of the Residential Rent Stabilization and Arbitration Ordinance do not apply to single-family dwellings or condominium units. The Residential Rent Stabilization and Arbitration Board ("Rent Board") is the City body that determines whether a given property is subject to the rent-control provisions of the Ordinance and would play that role here as well.

the applicant, the separate rear living area has been determined not to be an Unauthorized Unit as defined by the Planning Code. Planning Code Section 317(b)(13) defines an Unauthorized Unit as: “one or more rooms within a building that have been used, without the benefit of a building permit, as a separate and distinct living or sleeping space independent from Residential Units on the same property. ‘Independent’ shall mean that (i) the space has independent access that does not require entering a Residential Unit on the property and (ii) there is no open, visual connection to a Residential Unit on the property.”

While the separate rear living area meets the characteristics described in the definition above, it does not operate as a “separate and distinct” living or sleeping space. Most importantly, the rear living area does not have a kitchen. According to leases recently obtained by the property owner, the single and only known use for the entire property is one single-family dwelling, inclusive of the rear living space. Further, only one lease was used for the property prior to, and during, the submitting of the application to demolish the single-family dwelling. As this first lease states, “as a private single family dwelling.” Residents of the rear sleeping area use the kitchen in the main house. All existing bedrooms on the property operate as one dwelling, and prior lease evidence (Exhibit C, August 8, 2014 Lease for the Subject Property) supports this analysis.

In addition, based upon lease evidence presented to the Department, only since September 9, 2015 (after applying for the proposed project) were two leases executed for the property. The second lease was created when the two remaining lessees of the first agreement moved out. This lease again indicates that the use of the property was as a single household. Additionally, this second lease states under "USE OF PREMISES" that the property is to be used exclusively as a private single family dwelling (Exhibit D September 1, 2015, Lease for the Subject Property) page 3, item 5. In addition, the evidence submitted by the appellant in the Craig’s List advertisement (Exhibit B) describes the existing use as a three bedroom single-family dwelling, and states, that the [new tenant will be sharing the dwelling with] “... 3 other SFSU students... who have their own bedroom. You will be sharing the bathroom with only two housemates since one has his own bathroom.” (Exhibit B Craigslist Ad for Subject Property) The most recent lease entered into on May 9, 2016, by Eric Gorman, roughly two months before the Planning Commission hearing on this Conditional Use Authorization, contains the same language as previous leases pertaining to use of the premises as a single family dwelling (Exhibit E May 9, 2016, Lease for the Subject Property). As the combination of Craig’s List advertisement (Exhibit B) and the leases (Exhibit C-E Leases for Subject Property) show, the use of the property is as a single-family dwelling and it is currently operating as such.

For these reasons, it is appropriate to correct the record to show that the separate rear living area operates, and is advertised, as a room in the “household” and not as a second dwelling unit on the property. The subject property contains only one single-family dwelling, and as such would not be subject to the rent control provisions of the Rent Stabilization and Arbitration Ordinance.

ISSUE #2: The Appellant claims that the Commission’s approval was in error and contrary to all controlling public policy.

RESPONSE #2: **The Commission’s approval was granted after careful review of applicable policies and controls.** At the Conditional Use Authorization hearing, in response to public comment, the Commission expressed support for the Project relating to its modest design, compatible scale, and a preferred ground floor retail space with no off-street parking. To address public concerns, the Commission explained that by increasing the number and type of much-needed housing, and by adding

an active ground floor retail space to enhance the commercial fabric of the NC-2 Zoning District, the Project is necessary and desirable. The Commission's Motion No. 19702 (see Exhibit A), especially Findings 7, 8, 9 and 10, found that the project is, on balance, consistent with Conditional Use findings per Planning Code Section 303, Dwelling Unit Removal findings per Planning Code Section 317, Objectives and Policies of the General Plan findings, and the Priority Planning policies of Planning Code Section 101.1. Findings of consistency require a balancing of policies and a determination of overall consistency. In preparing proposed findings for the Commission's consideration, the Department identified those criteria, objectives, and policies that were most applicable to the Project, and the Commission, in approving the motion, agreed with the Department and adopted the findings as their own. The Commission ultimately voted (+6 -1) to approve the project.

Contrary to the Appellant's statement, the Commission's approval is not "contrary to all controlling public policy." The General Plan policies encourage the retention of existing housing, but also encourage the production of new housing and commerce. In supporting Finding 9 of Motion No. 19702, the Commission found that the project would be consistent with the following General Plan policies in the Housing, Commerce & Industry, and Urban Design Elements.

Housing in San Francisco has been at the forefront of debate in recent years, and the two most relevant policies in the Housing Element are discussed in more detail below. The attached Motion (Exhibit A) includes the all of approved findings and may be used as reference.

HOUSING ELEMENT

OBJECTIVE 2: RETAIN EXISTING HOUSING UNITS, AND PROMOTE SAFETY AND MAINTENANCE STANDARDS, WITHOUT JEOPARDIZING AFFORDABILITY.

Policy 2.1: Discourage the demolition of sound existing housing, unless the demolition results in a net increase in affordable housing.

Staff Comment: The Project proposes demolition of a sound residential structure containing a three-bedroom single family dwelling. This demolition and new construction will result in net increase of housing/bedrooms, which will in total have a negligible to no effect on reducing the cost of housing. However, the new construction proposal will result in three units, where only one exists today. Further, two of the new units will have two bedrooms. As this policy seeks, the proposed project results in a net increase in dwelling units (two net units) and a net increase in bedrooms (two net bedrooms). For these reasons the Commission found that the proposed project is a net positive increase. The existing structure provides a certain level of affordability for the three residents in that the building is older housing stock. However, neither the existing unit nor the new units are subject to rent control and therefore are subject to current market conditions. The new project would house more residents and could house two families in the two two-bedroom units and a couple in the one-bedroom.

OBJECTIVE 3: PROTECT THE AFFORDABILITY OF THE EXISTING HOUSING STOCK, ESPECIALLY RENTAL UNITS.

Policy 3.4: Preserve "naturally affordable" housing types, such as smaller and older ownership units.

Staff Comment: Again, the property does not contain rent-controlled units, although its most recent use has been as rental housing. The new construction project will result in an increase in the density of the property and contributes two additional units to the existing housing stock. The new units could be owner-occupied or rental units, which is also true of the existing dwelling unit.

In addition to these key policies from the Housing Element, the General Plan seeks a balance of all relative elements, such as Commerce & Industry and Urban Design. Regarding Commerce & Industry, the Project provides an opportunity for a new 1,576 square foot ground floor commercial space, currently not present onsite. The Project would provide new opportunity for neighborhood-serving retail uses, and add to the vibrancy of the block. Regarding Urban Design, the existing street pattern is a mix of predominately two and three story buildings, with a new four story building on the adjacent block to the south. Many driveways interrupt the pedestrian experience and sense of safety. The project proposes new construction, without a driveway, which will reinforce the existing pattern at the block face as the building scale is appropriate for the subject block's street frontage. The building backs up to the highway, is only one to two stories higher than the majority of the buildings on the block, and the stair penthouses are no longer proposed, which results in minimal impact to the existing character of the neighborhood. The architectural style is modest, not modern, and the choice to include stucco as a design material is especially compatible with the two immediately adjacent neighbors. With these proposed elements, the Project creates additional dwelling units, strengthens the vitality of the commercial district, reinforces the block face, increases pedestrian safety; and thus, complies with the General Plan. The attached Motion (Exhibit A) includes discussion of these and other policies from the General Plan and may be used as reference.

ISSUE #3: The Project does not meet the mandatory criterion for a demolition.

RESPONSE #3: The Commission found the project meets the criteria for demolition. First, to address the appellant's claims about "mandatory criteria for demolitions" a few points should be clarified. Section 303 for Conditional Use does include mandatory, meaning the Commission and now the Board of Supervisors must find that the project is necessary or desirable and compatible with the community. The section governing the Loss of a Dwelling Unit (317) has a series of criteria that must be "considered," but the Commission, and now the Board, have the discretion to determine how to evaluate the criteria below. The Planning Code does not establish "mandatory" criteria for the loss of a dwelling unit. The Commission found that the project meets 12 of the 17 criteria within Planning Code Section 317. The criteria and the Commission findings are as follows:

- i. Whether the property is free of a history of serious, continuing code violations;
Staff Comment: A review of the Department of Building Inspection and the Planning Department databases show no enforcement cases or notices of violation for the subject property. The owner has not neglected the property as a means to justify demolition.
- ii. Whether the housing has been maintained in a decent, safe, and sanitary condition;
Staff Comment: The existing dwelling appears to be in decent, safe, and sanitary condition with no recent Code violations. The owner has not neglected the property as a means to justify demolition.

- iii. Whether the property is an “historical resource” under CEQA;
Staff Comment: Although the existing structure is more than 50 years old, the Department determined that the property is not an historical resource after reviewing supplemental information on the property’s history.
- iv. Whether the removal of the resource will have a substantial adverse impact under CEQA;
Staff Comment: Not applicable. The structure is not an historical resource.
- v. Whether the Project converts rental housing to other forms of tenure or occupancy;
Staff Comment: The existing single-family dwelling is currently a rental unit, and the proposed dwelling units are also proposed to be rental.
- vi. Whether the Project removes rental units subject to the Rent Stabilization and Arbitration Ordinance;
Staff Comment: No rent-controlled units will be removed because single-family dwelling units are not subject to the rent-control provisions of the Rent Stabilization and Arbitration Ordinance.
- vii. Whether the Project conserves existing housing to preserve cultural and economic neighborhood diversity;
Staff Comment: Although the Project proposes the demolition of an existing dwelling, the new construction project will result in two additional dwelling units, for a total of three dwelling units.
- viii. Whether the Project conserves neighborhood character to preserve neighborhood cultural and economic diversity;
Staff Comment: The Project conserves neighborhood character with appropriate scale, design, and materials, and improves cultural and economic diversity by increasing the number of family-sized units. The proposed mixed-use development is characteristic of other existing mixed-use buildings located along San Bruno Avenue. As intended for NC-2 Zoning Districts, this project provides active ground floor commercial use, a net addition of dwelling units, and within the height limit.
- ix. Whether the Project protects the relative affordability of existing housing;
Staff Comment: The Project removes an older dwelling unit and 3 bedrooms, which is generally considered more affordable than a more recently constructed unit. However, the project also adds two legal dwelling units and 2 bedrooms to the City’s housing stock.
- x. Whether the Project increases the number of permanently affordable units as governed by Section 415;
Staff Comment: The Project is not subject to the provisions of Planning Code Section 415, as the project proposes less than ten units. The Appellant is mistaken on the applicability of this criterion.

- xi. Whether the Project locates in-fill housing on appropriate sites in established neighborhoods;
Staff Comment: The Project has been designed to be in keeping with the scale and development pattern of the established neighborhood character. The proposed mixed-use development is characteristic of other existing mixed-use buildings located along San Bruno Avenue.
- xii. Whether the project increases the number of family-sized units on-site;
Staff Comment: The Project proposes two opportunities for family-sized housing by creating two two-bedroom dwellings, in addition to one one-bedroom unit. Currently, the property only contains one three-bedroom dwelling.
- xiii. Whether the Project creates new supportive housing;
Staff Comment: The Project does not create supportive housing.
- xiv. Whether the Project is of superb architectural and urban design, meeting all relevant design guidelines, to enhance existing neighborhood character;
Staff Comment: The overall scale, design, and materials of the proposed building is consistent with the block-face and compliment the neighborhood character with a contemporary design. The proposed mixed-use development is characteristic of other existing mixed-use buildings located along San Bruno Avenue.
- xv. Whether the Project increases the number of on-site dwelling units;
Staff Comment: The Project will increase the number of on-site units from one dwelling unit to three dwelling units.
- xvi. Whether the Project increases the number of on-site bedrooms.
Staff Comment: The existing building contains a total of three bedrooms. The Project will contain a total of five bedrooms.
- xvii. Whether or not the replacement project would maximize density on the subject lot; and,
Staff Comment: The maximum density for the subject property is three units. The project proposes the new construction of a three unit building, increasing the existing site density and achieving the zoned density allowed. In addition, the project proposes active commercial space not currently available on-site.
- xviii. If replacing a building not subject to the Residential Rent Stabilization and Arbitration Ordinance, whether the new project replaces all the existing units with new Dwelling Units of a similar size and with the same number of bedrooms.
Staff Comment: The existing single-family dwelling is not subject to the rent-control provisions of the Residential Rent Stabilization and Arbitration Ordinance. The existing legal dwelling unit has 902 square feet of habitable area and two bedrooms, and a separate rear living area of approximately 391 square feet at the rear, for a total of approximately 1293 square feet of dwelling space and three bedrooms. The proposed project's second floor dwelling unit would have one bedroom and 592 square feet. The proposed projects' third and fourth floors would have two townhouse-style dwelling units of approximately 1,412 square feet and 1,447 square feet in size,

each with two bedrooms. The new units would provide a total of approximately 3451 square feet of dwelling space and five bedrooms, which is more than the existing dwelling unit's square footage and bedroom count.

ISSUE #4: The Department's analysis and the Planning Commission's decision completely ignores the new mandatory criteria for demolition of an affordable unauthorized unit and fails to make required findings.

RESPONSE #4: **The above mentioned criteria in Planning Code Section 317(g)(6) is not applicable because there is no unauthorized unit on the property.** As discussed in more detail in Response #1, the existing structure at the rear of the property is not a separate and independent dwelling unit because it does not have a kitchen and operates solely as additional living space for the single family dwelling unit on the property. Please see Response #1 for further analysis.

ISSUE #5: This is wrong neighborhood and time and place to demolish sound, "naturally" affordable rent controlled housing and replace that housing with three new luxury condos.

RESPONSE #5: **Balancing whether to retain existing residential stock, which may be more affordable because of age and smaller size, versus increasing net housing stock and density with newer units, which may not offer similar affordability because of greater size and amenities, is a policy determination for the Commission and this Board. Considerations here include that the existing housing would not be subject to rent-control as a single-family dwelling unit; that rents may be set and maintained at the current (high) market-rates; and there is no requirement that the existing dwelling unit be maintained as rental housing, rather than owner-occupied. Nevertheless, existing housing stock may be less costly to rent than new housing would be. On the other hand, the project increases the amount of housing units and the number of bedrooms while also adding active commercial storefronts to a neighborhood commercial district.**

In considering the state of the City's housing, a Commissioner at the hearing stated that each neighborhood in the City shares the responsibility of providing new housing and development. The NC-2 Zoning District is intended to include a range of height and density from two to four stories with occasional one-story commercial/mixed-use buildings and to include neighborhood-serving business along linear shopping streets, which accurately describes the existing neighborhood along San Bruno Avenue. On the subject block, a four-story building would complement the neighborhood's character as there are numerous three-story buildings along San Bruno Avenue, including the adjacent property to the south, and a four-story building on the adjacent block to the south. Another Commissioner commented that the building was well designed and would fit into the existing context. While one Commissioner felt parking should be added, a majority of the Commission felt that the groundfloor retail was a better addition to the neighborhood. An attractive mixed-use building would add to the commercial vibrancy of the block' street front and add a much needed net addition of dwelling units. The Appellant describes the approved project as having three "massive" stair penthouses reaching up to 50 feet in height; however, the Appellant is mistaken. The Commission modified the project to remove the stair penthouses to further reduce visual impacts of the project.

ISSUE #6: The Appellant states there is no real rear yard.

RESPONSE #6: As required by the Planning Code, the Project provides a 25% rear yard at all levels containing a dwelling unit. The rear roof deck above the ground floor is used by the lower dwelling unit, and the other two units have private roof decks above the units.

ISSUE #7: Appellant repeatedly states the units are rent-controlled.

RESPONSE #6: As stated in Response #1, the rear living and sleeping area are not a separate and distinct unit, do not include a kitchen, and are part of the main "household," which is a single-family dwelling unit. Although it is ultimately up to the Rent Stabilization and Arbitration Board to determine whether the rent-control provisions of the Rent Stabilization and Arbitration Ordinance apply to any given property in the City, Administrative Code Section 37.3(d)(1)(A) states that a landlord may set the initial and all subsequent rent increases for single-family homes and condominium units.

CONCLUSION:

For the reasons stated above, the Department recommends that the Board uphold the Commission's decision in approving the Conditional Use authorization for the demolition of the one-story single-family Dwelling, and construction of a new four-story, mixed-use building containing three dwelling units and two commercial units.

EXHIBIT A

Planning Commission Staff Report (Executive Summary, Exhibits, & Final Motion)



SAN FRANCISCO PLANNING DEPARTMENT

Executive Summary Conditional Use / Residential Demolition

HEARING DATE: JULY 14, 2016

Date: July 1, 2016
Case No.: **2014-003173CUA**
Project Address: **2785 San Bruno Avenue**
Zoning: NC-2 (Small Scale Neighborhood Commercial) District
 40-X Height and Bulk District
Block/Lot: 5450/018
Project Sponsor: Brian Kaufman
 77 Van Ness Avenue
 San Francisco, CA 94103
Staff Contact: Jeffrey Speirs – (415) 575-9106
jeffrey.speirs@sfgov.org
Recommendation: Approval with Conditions

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 project proposes demolition of the existing one-story single-family dwelling, demolition of an unauthorized unit, and new construction of a four-story, 40 foot tall, mixed-use building. The proposed building will consist of two commercial spaces and three dwelling units. The new building contains no off-street automobile parking spaces, and five Class 1 & four Class 2 bicycle parking spaces. The project is not seeking any exceptions or variances from the Planning Code.

The project requires Conditional Use Authorization pursuant to Planning Code Section 317(d) to demolish a dwelling unit. This report includes findings for a Conditional Use Authorization in addition to the Demolition Criteria established in Planning Code Section 317.

EXISTING CONDITIONS		PROPOSED CONDITIONS	
Number Of Existing Units	1 legal, 1 unauthorized	Number Of New Units	3
Existing Parking	0	New Parking	0
Number Of Existing Bedrooms	3	Number Of New Bedrooms	5
Existing Building Area	±1,293 Sq. Ft.	New Building Area	±6,501 Sq. Ft.

SITE DESCRIPTION AND PRESENT USE

The subject property is located on the east side of San Bruno Avenue, between Bacon and Wayland Streets, Lot 018 in Assessor’s Block 5450. The subject lot is 25 feet wide and 85 feet deep, with an area of approximately 2,121 square feet. The property contains a 15-foot 6-inch tall, one-story single-family dwelling of 1,293 gross square feet, constructed circa 1907. The Unauthorized Unit portion of the existing building is 391 square feet.

SURROUNDING PROPERTIES AND NEIGHBORHOOD

The project site is located off of a small-scale commercial corridor along San Bruno Avenue in the Excelsior neighborhood. Buildings in the neighborhood contain a mixture of use types, most with residential uses over ground floor retail. The general massing of the neighborhood is a mix of two and three-story buildings, with a new 4-story mixed-use development one block south of the project site. Immediately north of the site at 2779 San Bruno Avenue is a two-story single-family dwelling. To the immediate south at 2791-2793 San Bruno Avenue, on the corner of San Bruno Avenue & Wayland Street, is a three-family dwelling over commercial, with a split massing of two and three stories. To east of the site is the James Lick Freeway (U.S. Route 101), and to the west of the subject property, across San Bruno Avenue, is a one-story automobile repair shop. The subject property is also within .25-miles of stops for the following MUNI transit lines: 8, 8AX, 8BX, 9, 9R, 29, 44, 54, 90. The project site is located at the southeast end of an NC-2 Zoning District, and north of an RM-1 (Residential – Mixed, Low Density) Zoning District and just east of an RH-2 (Residential – House, Two Family) Zoning District.

ENVIRONMENTAL REVIEW

The project is categorically exempt from the California Environmental Quality Act (“CEQA”) as a Class 1 and Class 3 categorical exemption.

HEARING NOTIFICATION

TYPE	REQUIRED PERIOD	REQUIRED NOTICE DATE	ACTUAL NOTICE DATE	ACTUAL PERIOD
Classified News Ad	20 days	June 24, 2016	June 23, 2016	21 days
Posted Notice	20 days	June 24, 2016	June 24, 2016	20 days
Mailed Notice	20 days	June 24, 2016	June 24, 2016	20 days

The proposal requires a Section 312 neighborhood notification, which was conducted in conjunction with the Conditional Use Authorization process.

PUBLIC COMMENT/COMMUNITY OUTREACH

To date, the Department has not received any public comment on the project.

ISSUES AND OTHER CONSIDERATIONS

- The project will demolish an existing two-bedroom single-family dwelling and an unauthorized unit.
- The new construction will result in one net new unit, taking into account the Unauthorized Unit, bringing the property to the maximum density of three dwelling units, which is allowed per Planning Code 710.
- Two of the three new dwelling units are appropriately sized for families and include two bedrooms each.

REQUIRED COMMISSION ACTION

In order for the project to proceed, the Commission must grant Conditional Use Authorization to allow the demolition of a dwelling unit and an unauthorized dwelling unit within an NC-2 Zoning District, pursuant to Planning Code Section 317(d).

BASIS FOR RECOMMENDATION

- The Project will result in a net gain of two legal dwelling units.
- The Project will create three dwelling units, of which two are family-sized.
- Given the scale of the Project, there will be no significant impact on the existing capacity of the local street system or MUNI.
- The Project will add two commercial spaces currently not present on-site.
- The Project is therefore an appropriate in-fill development within the NC-2 Zoning District.
- Although the structure is more than 50-years old, a review of the Historic Resource Evaluation resulted in a determination that the existing building is not an historic resource or landmark.
- The District is well served by transit; therefore customers should not impact traffic.
- The proposed Project meets all applicable requirements of the Planning Code.

RECOMMENDATION: Approval with Conditions.

Attachments:

Block Book Map
Sanborn Map
Zoning Map
Height & Bulk Map
Aerial Photographs & Site Photos
Environmental Evaluation / Historic Resource Evaluation
Reduced Plans & Color Rendering

Attachment Checklist

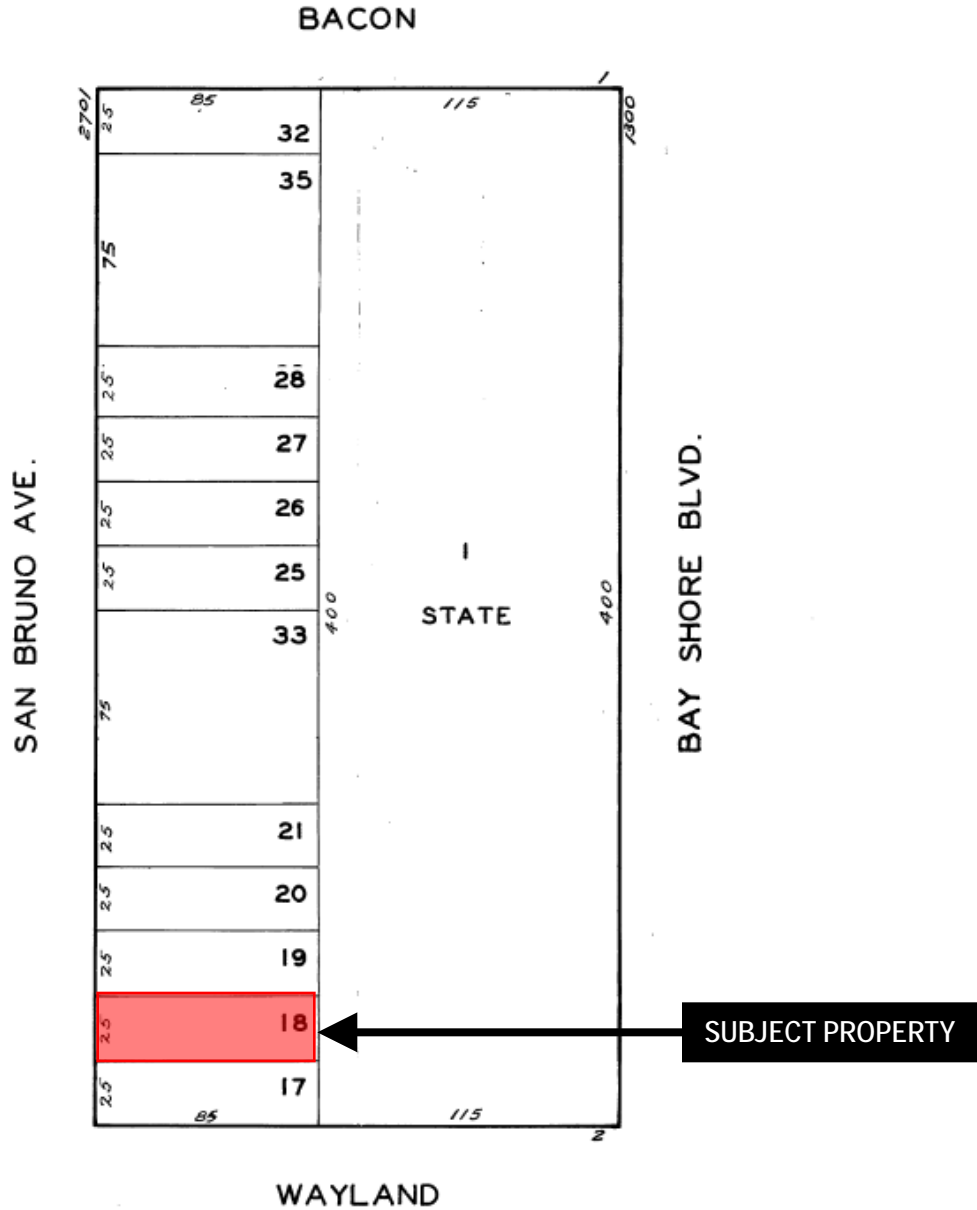
- | | |
|---|---|
| <input checked="" type="checkbox"/> Executive Summary | <input checked="" type="checkbox"/> Project sponsor submittal |
| <input checked="" type="checkbox"/> Draft Motion | Drawings: <u>Existing Conditions</u> |
| <input checked="" type="checkbox"/> Environmental Determination | <input checked="" type="checkbox"/> Check for legibility |
| <input checked="" type="checkbox"/> Zoning District Map | Drawings: <u>Proposed Project</u> |
| <input checked="" type="checkbox"/> Height & Bulk Map | <input checked="" type="checkbox"/> Check for legibility |
| <input checked="" type="checkbox"/> Context Photos | 3-D Renderings (new construction or significant addition) |
| <input checked="" type="checkbox"/> Site Photos | <input checked="" type="checkbox"/> Check for legibility |
| <input checked="" type="checkbox"/> Parcel Map | <input type="checkbox"/> Health Dept. review of RF levels |
| <input checked="" type="checkbox"/> Sanborn Map | <input type="checkbox"/> RF Report |
| <input checked="" type="checkbox"/> Aerial Photo | <input type="checkbox"/> Community Meeting Notice |
| | <input checked="" type="checkbox"/> Environmental Determination |

Exhibits above marked with an "X" are included in this packet

JS
Planner's Initials

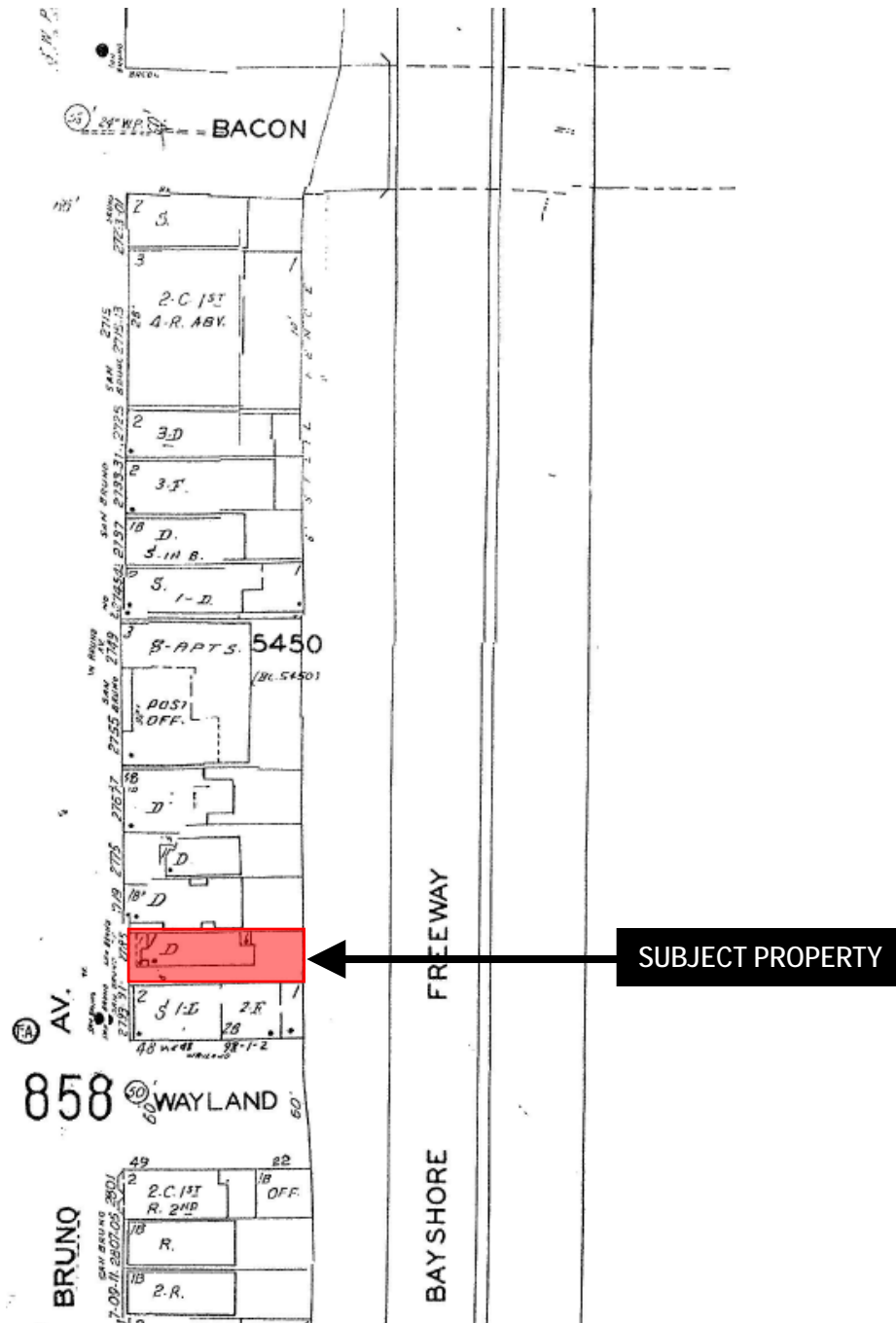
JS: G:\DOCUMENTS\Conditional Use\2785 San Bruno Avenue - DU Demo\Executive Summary.docx

Parcel Map



Conditional Use Authorization Hearing
July 14, 2016
Case Number 2014-003173CUA
2785 San Bruno Avenue

Sanborn Map*



*The Sanborn Maps in San Francisco have not been updated since 1998, and this map may not accurately reflect existing conditions.

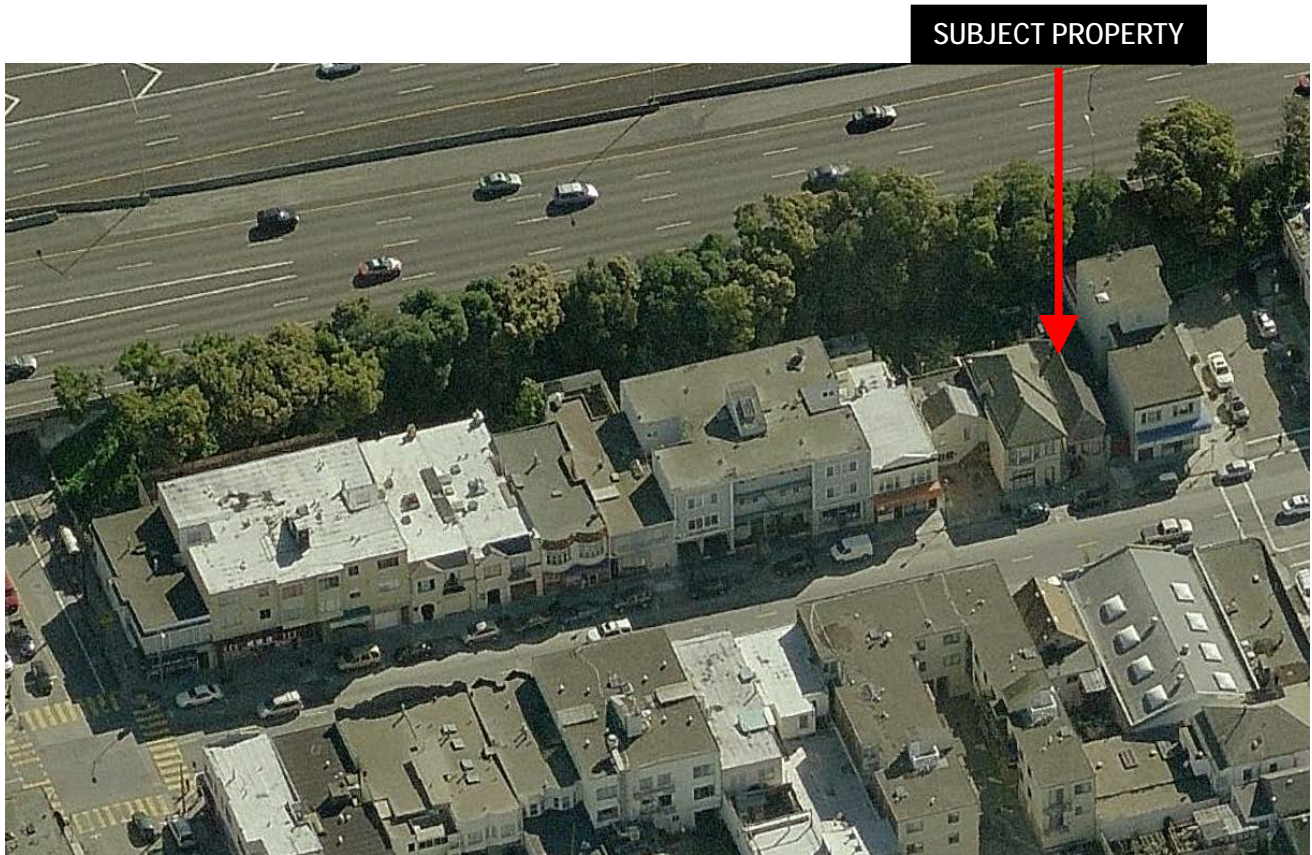


Conditional Use Authorization Hearing
July 14, 2016
Case Number 2014-003173CUA
2785 San Bruno Avenue

Aerial Photo



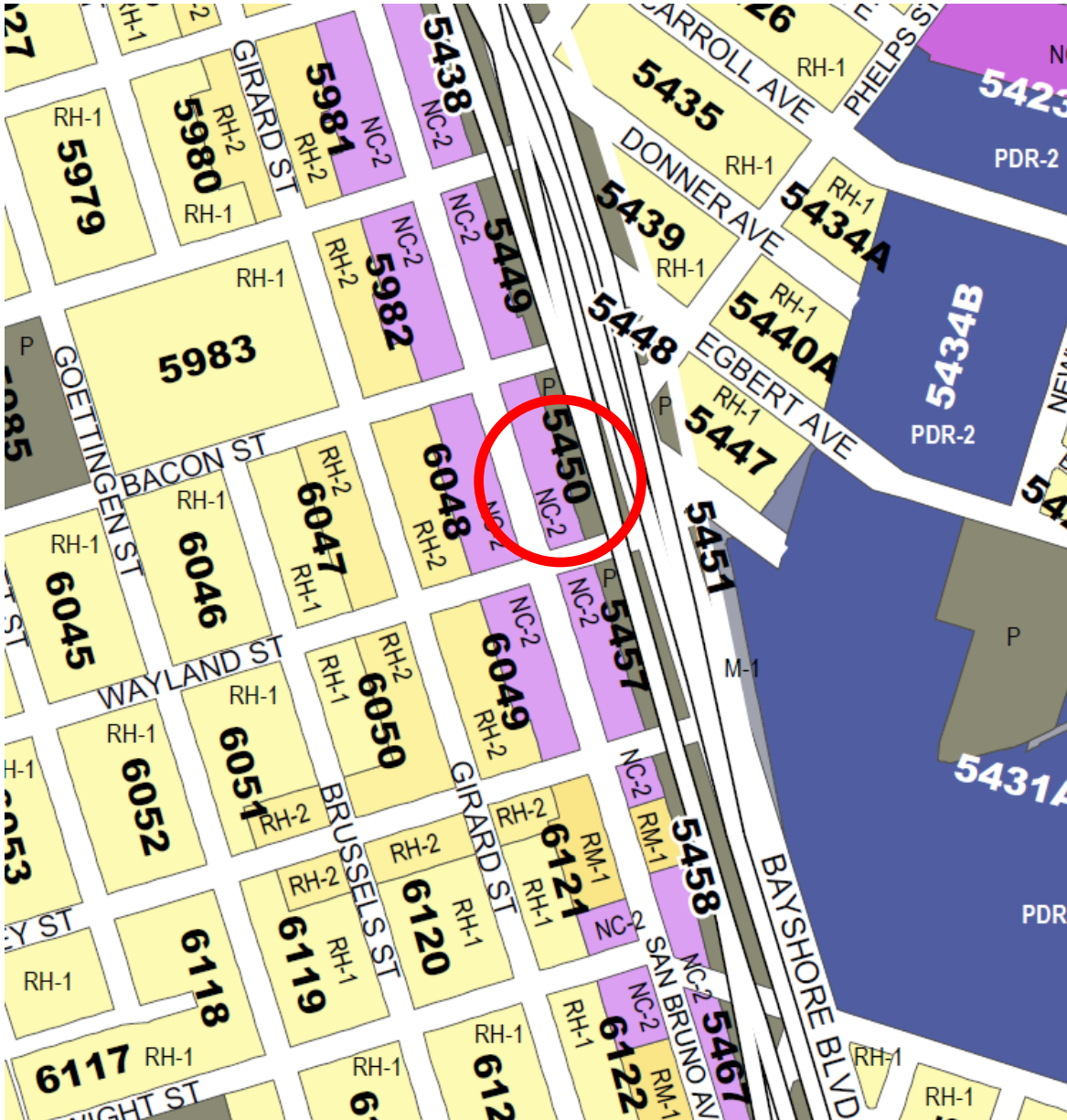
Aerial Photo



SUBJECT PROPERTY



Zoning Map



Conditional Use Authorization Hearing
July 14, 2016
Case Number 2014-003173CUA
2785 San Bruno Avenue

Height and Bulk Map



Site Photo



Conditional Use Authorization Hearing
July 14, 2016
Case Number 2014-003173CUA
2785 San Bruno Avenue

Site Photo



Conditional Use Authorization Hearing
July 14, 2016
Case Number 2014-003173CUA
2785 San Bruno Avenue



SAN FRANCISCO PLANNING DEPARTMENT

CEQA Categorical Exemption Determination

PROPERTY INFORMATION/PROJECT DESCRIPTION

Project Address		Block/Lot(s)	
2785 San Bruno Ave.		5450/018	
Case No.	Permit No.	Plans Dated	
2014-003173ENV		4/20/15	
<input type="checkbox"/> Addition/ Alteration	<input checked="" type="checkbox"/> Demolition (requires HRER if over 45 years old)	<input checked="" type="checkbox"/> New Construction	<input type="checkbox"/> Project Modification (GO TO STEP 7)
Project description for Planning Department approval.			
Demolish existing one-story single-family residence and an unauthorized dwelling unit and construct a four-story building with three dwelling units, 1,576 sf of ground-floor retail and 750 sf commercial space on the second floor.			

STEP 1: EXEMPTION CLASS TO BE COMPLETED BY PROJECT PLANNER

Note: If neither class applies, an Environmental Evaluation Application is required.

<input checked="" type="checkbox"/>	Class 1 – Existing Facilities. Interior and exterior alterations; additions under 10,000 sq. ft.
<input checked="" type="checkbox"/>	Class 3 – New Construction/ Conversion of Small Structures. Up to three (3) new single-family residences or six (6) dwelling units in one building; commercial/office structures; utility extensions; .; change of use under 10,000 sq. ft. if principally permitted or with a CU. Change of use under 10,000 sq. ft. if principally permitted or with a CU.
<input type="checkbox"/>	Class__

STEP 2: CEQA IMPACTS TO BE COMPLETED BY PROJECT PLANNER

If any box is checked below, an Environmental Evaluation Application is required.

<input checked="" type="checkbox"/>	Air Quality: Would the project add new sensitive receptors (specifically, schools, day care facilities, hospitals, residential dwellings, and senior-care facilities) within an Air Pollution Exposure Zone? Does the project have the potential to emit substantial pollutant concentrations (e.g., backup diesel generators, heavy industry, diesel trucks)? <i>Exceptions: do not check box if the applicant presents documentation of enrollment in the San Francisco Department of Public Health (DPH) Article 38 program and the project would not have the potential to emit substantial pollutant concentrations. (refer to EP_ArcMap > CEQA Catex Determination Layers > Air Pollutant Exposure Zone)</i>
<input type="checkbox"/>	Hazardous Materials: If the project site is located on the Maher map or is suspected of containing hazardous materials (based on a previous use such as gas station, auto repair, dry cleaners, or heavy manufacturing, or a site with underground storage tanks): Would the project involve 50 cubic yards or more of soil disturbance - or a change of use from industrial to residential? If yes, this box must be checked and the project applicant must submit an Environmental Application with a Phase I Environmental Site Assessment. <i>Exceptions: do not check box if the applicant presents documentation of enrollment in the San Francisco Department of Public Health (DPH) Maher program, a DPH waiver from the</i>

	<i>Maher program, or other documentation from Environmental Planning staff that hazardous material effects would be less than significant (refer to EP_ArcMap > Maher layer).</i>
<input type="checkbox"/>	Transportation: Does the project create six (6) or more net new parking spaces or residential units? Does the project have the potential to adversely affect transit, pedestrian and/or bicycle safety (hazards) or the adequacy of nearby transit, pedestrian and/or bicycle facilities?
<input type="checkbox"/>	Archeological Resources: Would the project result in soil disturbance/modification greater than two (2) feet below grade in an archeological sensitive area or eight (8) feet in a non-archeological sensitive area? (refer to EP_ArcMap > CEQA Catex Determination Layers > Archeological Sensitive Area)
<input type="checkbox"/>	Subdivision/Lot Line Adjustment: Does the project site involve a subdivision or lot line adjustment on a lot with a slope average of 20% or more? (refer to EP_ArcMap > CEQA Catex Determination Layers > Topography)
<input type="checkbox"/>	Slope = or > 20%: Does the project involve any of the following: (1) square footage expansion greater than 1,000 sq. ft. outside of the existing building footprint, (2) excavation of 50 cubic yards or more of soil, (3) new construction? (refer to EP_ArcMap > CEQA Catex Determination Layers > Topography) If box is checked, a geotechnical report is required.
<input type="checkbox"/>	Seismic: Landslide Zone: Does the project involve any of the following: (1) square footage expansion greater than 1,000 sq. ft. outside of the existing building footprint, (2) excavation of 50 cubic yards or more of soil, (3) new construction? (refer to EP_ArcMap > CEQA Catex Determination Layers > Seismic Hazard Zones) If box is checked, a geotechnical report is required.
<input type="checkbox"/>	Seismic: Liquefaction Zone: Does the project involve any of the following: (1) square footage expansion greater than 1,000 sq. ft. outside of the existing building footprint, (2) excavation of 50 cubic yards or more of soil, (3) new construction? (refer to EP_ArcMap > CEQA Catex Determination Layers > Seismic Hazard Zones) If box is checked, a geotechnical report will likely be required.
If no boxes are checked above, GO TO STEP 3. If one or more boxes are checked above, an <u>Environmental Evaluation Application</u> is required, unless reviewed by an Environmental Planner.	
<input checked="" type="checkbox"/>	Project can proceed with categorical exemption review. The project does not trigger any of the CEQA impacts listed above.
Comments and Planner Signature (optional): Sponsor enrolled in DPH Article 38 program.	

**STEP 3: PROPERTY STATUS – HISTORIC RESOURCE
TO BE COMPLETED BY PROJECT PLANNER**

PROPERTY IS ONE OF THE FOLLOWING: (refer to Parcel Information Map)	
<input type="checkbox"/>	Category A: Known Historical Resource. GO TO STEP 5.
<input type="checkbox"/>	Category B: Potential Historical Resource (over 45 years of age). GO TO STEP 4.
<input checked="" type="checkbox"/>	Category C: Not a Historical Resource or Not Age Eligible (under 45 years of age). GO TO STEP 6.

**STEP 4: PROPOSED WORK CHECKLIST
TO BE COMPLETED BY PROJECT PLANNER**

Check all that apply to the project.	
<input type="checkbox"/>	1. Change of use and new construction. Tenant improvements not included.
<input type="checkbox"/>	2. Regular maintenance or repair to correct or repair deterioration, decay, or damage to building.
<input type="checkbox"/>	3. Window replacement that meets the Department's <i>Window Replacement Standards</i> . Does not include storefront window alterations.
<input type="checkbox"/>	4. Garage work. A new opening that meets the <i>Guidelines for Adding Garages and Curb Cuts</i> , and/or replacement of a garage door in an existing opening that meets the Residential Design Guidelines.
<input type="checkbox"/>	5. Deck, terrace construction, or fences not visible from any immediately adjacent public right-of-way.
<input type="checkbox"/>	6. Mechanical equipment installation that is not visible from any immediately adjacent public right-of-way.
<input type="checkbox"/>	7. Dormer installation that meets the requirements for exemption from public notification under <i>Zoning Administrator Bulletin No. 3: Dormer Windows</i> .
<input type="checkbox"/>	8. Addition(s) that are not visible from any immediately adjacent public right-of-way for 150 feet in each direction; does not extend vertically beyond the floor level of the top story of the structure or is only a single story in height; does not have a footprint that is more than 50% larger than that of the original building; and does not cause the removal of architectural significant roofing features.
Note: Project Planner must check box below before proceeding.	
<input type="checkbox"/>	Project is not listed. GO TO STEP 5.
<input type="checkbox"/>	Project does not conform to the scopes of work. GO TO STEP 5.
<input type="checkbox"/>	Project involves four or more work descriptions. GO TO STEP 5.
<input type="checkbox"/>	Project involves less than four work descriptions. GO TO STEP 6.

**STEP 5: CEQA IMPACTS – ADVANCED HISTORICAL REVIEW
TO BE COMPLETED BY PRESERVATION PLANNER**

Check all that apply to the project.	
<input type="checkbox"/>	1. Project involves a known historical resource (CEQA Category A) as determined by Step 3 and conforms entirely to proposed work checklist in Step 4.
<input type="checkbox"/>	2. Interior alterations to publicly accessible spaces.
<input type="checkbox"/>	3. Window replacement of original/historic windows that are not "in-kind" but are consistent with existing historic character.
<input type="checkbox"/>	4. Façade/storefront alterations that do not remove, alter, or obscure character-defining features.
<input type="checkbox"/>	5. Raising the building in a manner that does not remove, alter, or obscure character-defining features.
<input type="checkbox"/>	6. Restoration based upon documented evidence of a building's historic condition, such as historic photographs, plans, physical evidence, or similar buildings.
<input type="checkbox"/>	7. Addition(s) , including mechanical equipment that are minimally visible from a public right-of-way and meet the <i>Secretary of the Interior's Standards for Rehabilitation</i> .
<input type="checkbox"/>	8. Other work consistent with the <i>Secretary of the Interior Standards for the Treatment of Historic Properties</i> (specify or add comments):

<input type="checkbox"/>	<p>9. Other work that would not materially impair a historic district (specify or add comments):</p> <p style="text-align: right;">_____</p> <p><i>(Requires approval by Senior Preservation Planner/Preservation Coordinator)</i></p>
<input type="checkbox"/>	<p>10. Reclassification of property status. <i>(Requires approval by Senior Preservation Planner/Preservation Coordinator)</i></p> <p style="padding-left: 20px;"><input type="checkbox"/> Reclassify to Category A <input type="checkbox"/> Reclassify to Category C</p> <p>a. Per HRER dated: _____ <i>(attach HRER)</i></p> <p>b. Other <i>(specify)</i>:</p>
<p>Note: If ANY box in STEP 5 above is checked, a Preservation Planner MUST check one box below.</p>	
<input type="checkbox"/>	<p>Further environmental review required. Based on the information provided, the project requires an <i>Environmental Evaluation Application</i> to be submitted. GO TO STEP 6.</p>
<input type="checkbox"/>	<p>Project can proceed with categorical exemption review. The project has been reviewed by the Preservation Planner and can proceed with categorical exemption review. GO TO STEP 6.</p>
<p>Comments (optional):</p>	
<p>Preservation Planner Signature:</p>	

**STEP 6: CATEGORICAL EXEMPTION DETERMINATION
TO BE COMPLETED BY PROJECT PLANNER**

<input type="checkbox"/>	<p>Further environmental review required. Proposed project does not meet scopes of work in either <i>(check all that apply)</i>:</p> <p style="padding-left: 20px;"><input type="checkbox"/> Step 2 – CEQA Impacts</p> <p style="padding-left: 20px;"><input type="checkbox"/> Step 5 – Advanced Historical Review</p> <p>STOP! Must file an <i>Environmental Evaluation Application</i>.</p>	
<input checked="" type="checkbox"/>	<p>No further environmental review is required. The project is categorically exempt under CEQA.</p>	
	<p>Planner Name:</p> <hr/> <p>Project Approval Action:</p> <p style="padding-left: 20px;">Planning Commission Hearing</p> <p style="font-size: small;">If Discretionary Review before the Planning Commission is requested, the Discretionary Review hearing is the Approval Action for the project.</p>	<p>Signature:</p> <div style="font-size: 2em; font-weight: bold; text-align: center;">Jean Poling</div> <p style="font-size: x-small;">Digitally signed by Jean Poling DN: dc=org, dc=sfgov, dc=cityplanning, ou=CityPlanning, ou=Environmental Planning, cn=Jean Poling, email=jeanie.poling@sfgov.org Date: 2016.06.13 16:30:19 -07'00'</p>
<p>Once signed or stamped and dated, this document constitutes a categorical exemption pursuant to CEQA Guidelines and Chapter 31 of the Administrative Code.</p> <p>In accordance with Chapter 31 of the San Francisco Administrative Code, an appeal of an exemption determination can only be filed within 30 days of the project receiving the first approval action.</p>		



SAN FRANCISCO PLANNING DEPARTMENT

PRESERVATION TEAM REVIEW FORM

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

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

Preservation Team Meeting Date:		Date of Form Completion	1/12/2015
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PROJECT INFORMATION:		
Planner:	Address:	
Justin Greving	2785 San Bruno Avenue	
Block/Lot:	Cross Streets:	
5457/022	Wayland and Bacon streets	
CEQA Category:	Art. 10/11:	BPA/Case No.:
B	n/a	2014-003173ENV

PURPOSE OF REVIEW:		PROJECT DESCRIPTION:	
<input checked="" type="radio"/> CEQA	<input type="radio"/> Article 10/11	<input type="radio"/> Preliminary/PIC	<input type="radio"/> Alteration
		<input checked="" type="radio"/> Demo/New Construction	

DATE OF PLANS UNDER REVIEW:	10/29/2014
------------------------------------	------------

PROJECT ISSUES:
<input checked="" type="checkbox"/> Is the subject Property an eligible historic resource?
<input type="checkbox"/> If so, are the proposed changes a significant impact?
Additional Notes:
Submitted: Supplemental Information for Historic Resource Determination prepared by Johanna Street (dated 10/22/2014).
Proposed project: Demolish existing one-story, single-family residence and construct a four-story building with two residences over ground floor commercial and no on-site parking.

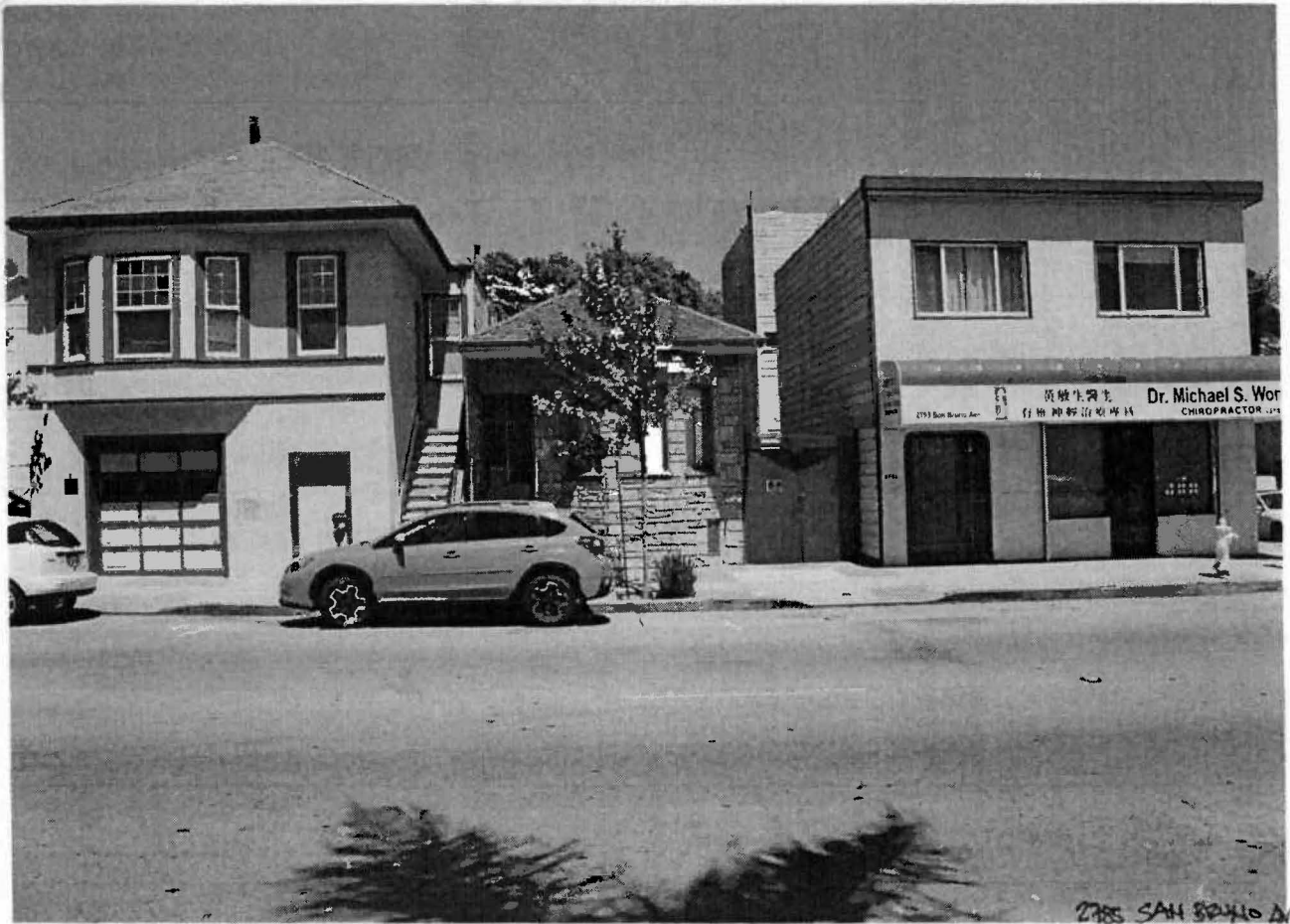
PRESERVATION TEAM REVIEW:			
Historic Resource Present		<input type="radio"/> Yes	<input checked="" type="radio"/> No *
		<input type="radio"/> N/A	
Individual		Historic District/Context	
Property is individually eligible for inclusion in a California Register under one or more of the following Criteria:		Property is in an eligible California Register Historic District/Context under one or more of the following Criteria:	
Criterion 1 - Event:	<input type="radio"/> Yes <input checked="" type="radio"/> No	Criterion 1 - Event:	<input type="radio"/> Yes <input checked="" type="radio"/> No
Criterion 2 - Persons:	<input type="radio"/> Yes <input checked="" type="radio"/> No	Criterion 2 - Persons:	<input type="radio"/> Yes <input checked="" type="radio"/> No
Criterion 3 - Architecture:	<input type="radio"/> Yes <input checked="" type="radio"/> No	Criterion 3 - Architecture:	<input type="radio"/> Yes <input checked="" type="radio"/> No
Criterion 4 - Info. Potential:	<input type="radio"/> Yes <input checked="" type="radio"/> No	Criterion 4 - Info. Potential:	<input type="radio"/> Yes <input checked="" type="radio"/> No
Period of Significance:	n/a	Period of Significance:	n/a
		<input type="radio"/> Contributor <input type="radio"/> Non-Contributor	

Complies with the Secretary's Standards/Art 10/Art 11:	<input type="radio"/> Yes	<input type="radio"/> No	<input checked="" type="radio"/> N/A
CEQA Material Impairment:	<input type="radio"/> Yes	<input checked="" type="radio"/> No	
Needs More Information:	<input type="radio"/> Yes	<input checked="" type="radio"/> No	
Requires Design Revisions:	<input type="radio"/> Yes	<input checked="" type="radio"/> No	
Defer to Residential Design Team:	<input checked="" type="radio"/> Yes	<input type="radio"/> No	

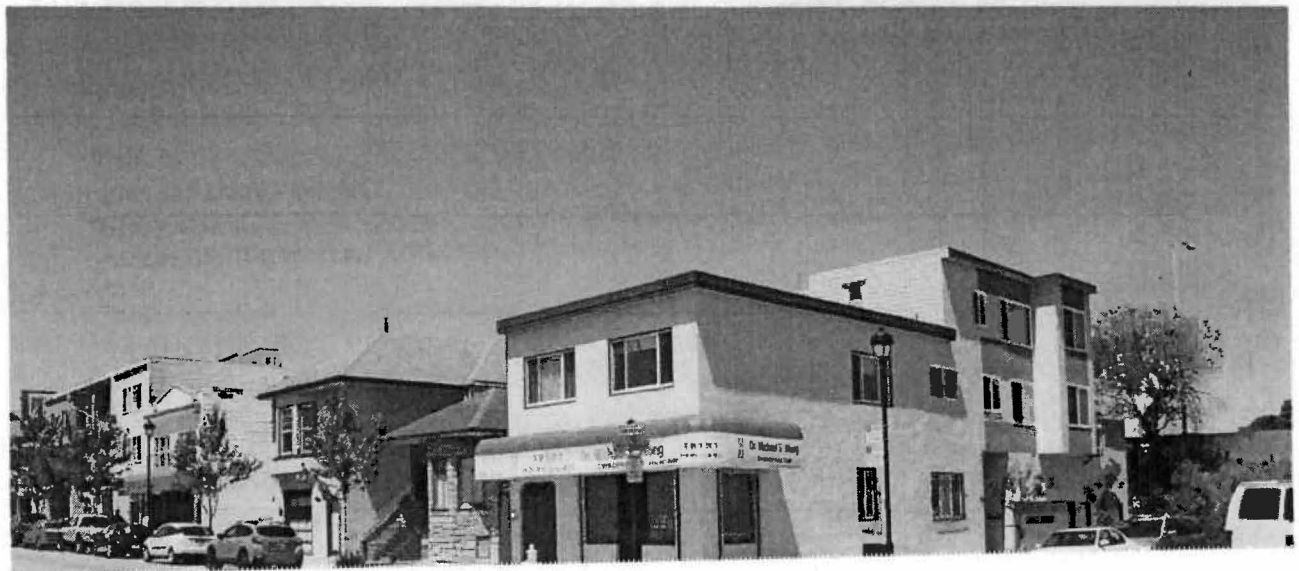
* If No is selected for Historic Resource per CEQA, a signature from Senior Preservation Planner or Preservation Coordinator is required.

PRESERVATION TEAM COMMENTS:
<p>According to the Supplemental Information for Historic Resource Determination prepared by Johanna Street (dated 10/22/2014) and information found in the Planning Department files, the subject property at 2785 San Bruno Avenue contains a one-story single-family wood-frame residence constructed in 1906 in the vernacular architectural style (source: water tap records). The property was constructed by an unknown builder for Gustave Boucherie. Boucherie held a number of different jobs including baker and wagon driver, and lived with his wife Emma on the property until 1922 when it was sold to James and Elizabeth Lancaster. The property passed through a number of owners and occupants throughout the twentieth century who held a variety of blue collar jobs. Known exterior alterations to the property include installation of permastone to the primary (west) façade (1953), and reroofing (1997). Visual inspection reveals there was an additional building on the property, constructed sometime before 1914 that functioned early on as a second unit on the lot. This building was demolished sometime during the 1990s and another structure containing a kitchenette/workshop was built at the rear. Windows have been replaced with aluminum slider and vinyl double hung windows.</p> <p>No known historic events occurred at the subject property (Criterion 1). None of the owners or occupants have been identified as important to history (Criterion 2). The building is not architecturally distinct such that it would qualify individually for listing in the California Register under Criterion 3.</p> <p>The subject property is not located within the boundaries of any identified historic district. The subject property is located within the Portola neighborhood on a commercial block that exhibits a variety of architectural styles, construction dates, and subject alterations that compromise historic integrity. The area surrounding the property does not contain a significant concentration of historically or aesthetically unified buildings.</p> <p>Therefore the subject property is not eligible for listing in the California Register under any criteria individually or as part of a historic district.</p>

Signature of a Senior Preservation Planner / Preservation Coordinator:	Date:
<i>Emma</i>	1-22-2015

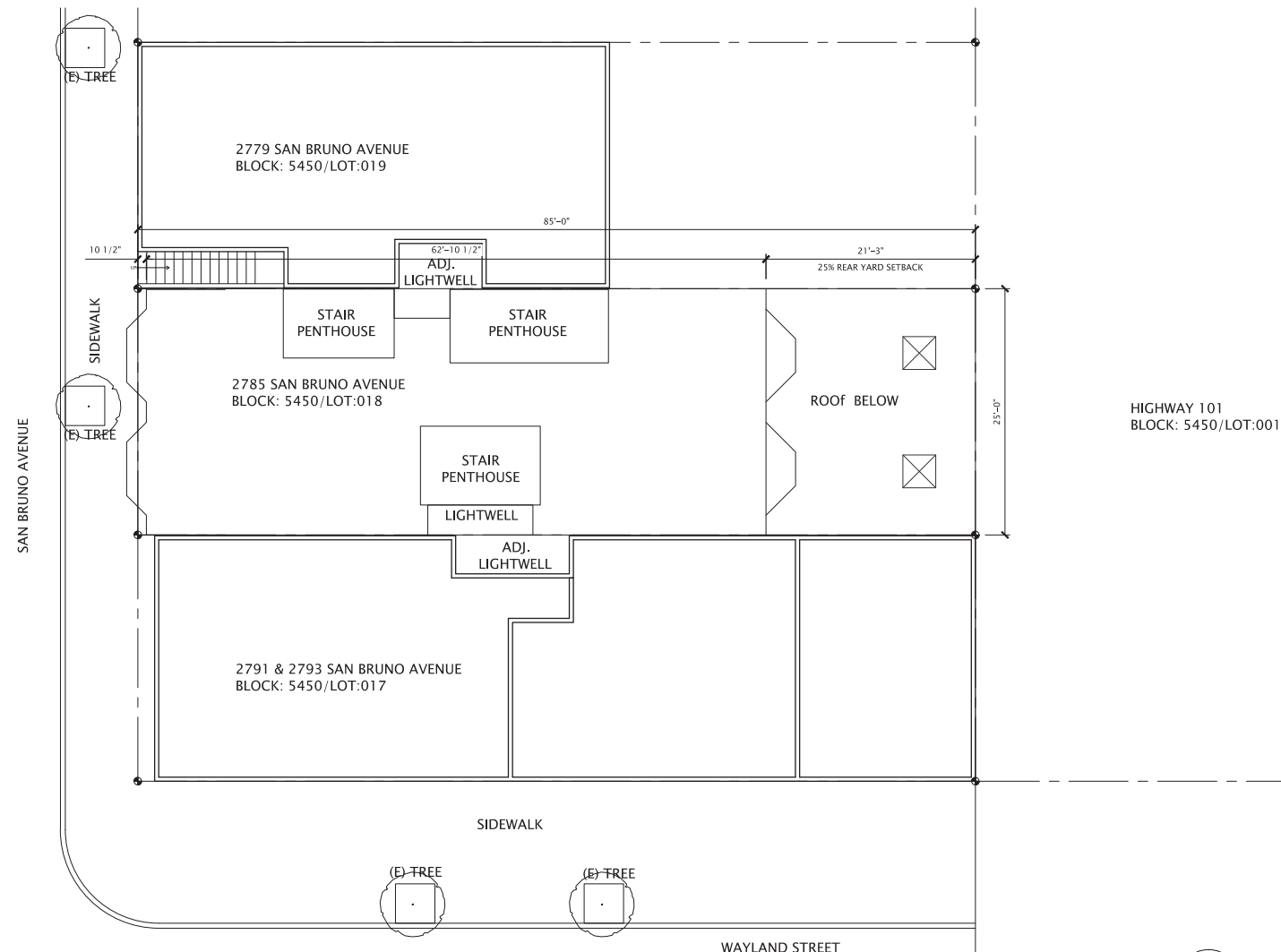


2753 SAN BRUNO AVE





1 PROPOSED EXTERIOR VIEW FROM SAN BRUNO



2 PROPOSED SITE PLAN
1/8" = 1'-0"



NEW MIXED USE BUILDING

2785 SAN BRUNO AVENUE SAN FRANCISCO, CALIFORNIA 94134

DRAWINGS FOR SITE PERMIT APRIL 20, 2015

BRIAN KAUFMAN DESIGN
77 VAN NESS AVE. #501
SAN FRANCISCO, CA 94102
415.279.6795 (voice) 415.400.5171 (fax)

PROJECT DESCRIPTION

THERE ARE 1 PRIMARY COMPONENT FOR THIS PROJECT:
1. CONSTRUCTION OF NEW MIXED USE BUILDING (B/M/R-3) IN PLACE OF EXISTING DWELLING.

PROJECT NOTES

- ALL WORK SHALL CONFORM TO THE BUILDING CODES AS REQUIRED BY THE CITY AND COUNTY OF SAN FRANCISCO, INCLUDING BUT NOT LIMITED TO:
THE 2013 CALIFORNIA BUILDING CODE
THE SAN FRANCISCO BUILDING CODE, AMENDMENTS TO THE CALIFORNIA BUILDING CODE
THE 2013 CALIFORNIA ELECTRICAL CODE
THE 2013 CALIFORNIA PLUMBING CODE
THE 2013 CALIFORNIA MECHANICAL CODE
THE 2013 CALIFORNIA ENERGY CODE
THE 2013 CALIFORNIA FIRE CODE
- AN AUTOMATIC FIRE SPRINKLER SYSTEM SHALL BE PROVIDED THROUGHOUT THE BUILDING.

PROJECT DATA

APN: BLOCK 5450/ LOT 018

LOT AREA: 2125 SQ. FT.
EXISTING OCCUPANCY: R-3
PROPOSED OCCUPANCY: B & R-3
EXISTING BUILT AREA OF BUILDING: 1,293 SQ. FT.
PROPOSED AREA OF BUILDING: 6,517 SQ. FT.
PROPOSED AREA OF 1ST FLOOR: 2,062 SQ. FT.
PROPOSED AREA OF 2ND FLOOR: 1,435 SQ. FT.
PROPOSED AREA OF 3RD FLOOR: 1,510 SQ. FT.
PROPOSED AREA OF 4TH FLOOR: 1,510 SQ. FT.

DRAWING INDEX

- ARCHITECTURAL
- A0.0 TITLE SHEET / SITE PLAN
 - A0.1 PROPOSED SITE PLAN
 - A0.2 REQUIRED PHOTOS
 - A1.0 EXISTING/DEMO PLAN
 - A1.1 EXISTING FRONT & REAR ELEVATIONS
 - A1.2 EXISTING SIDE ELEVATIONS
 - A2.0 PROPOSED 1ST FLOOR PLAN
 - A2.1 PROPOSED 2ND FLOOR PLAN
 - A2.2 PROPOSED 3RD FLOOR PLAN
 - A2.3 PROPOSED 4TH FLOOR PLAN
 - A2.4 PROPOSED ROOF & STAIR PENTHOUSE PLAN
 - A4.0 PROPOSED FRONT ELEVATION (EAST)
 - A4.1 PROPOSED REAR ELEVATION (WEST)
 - A4.2 PROPOSED SIDE ELEVATION (SOUTH)
 - A4.3 PROPOSED SIDE ELEVATION (NORTH)
 - A6.0 PROPOSED LONGITUDINAL SECTION

PROJECT SYMBOLS

- W1 WALL TAG
- 2 SHEETNOTE
- 2A WINDOW TAG
- 2E DOOR TAG
- 1/A6.1 SECTION MARK, SECTION DETAIL
- 1/A4.1 EXTERIOR ELEVATION, ELEVATION DETAIL

CONTACTS

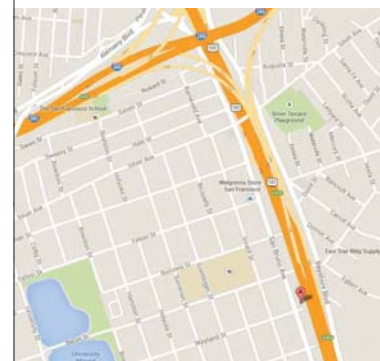
OWNER: LINDA HUANG
PO BOX 12577
SAN FRANCISCO CA 94112

ARCHITECT: BRIAN KAUFMAN DESIGN
77 VAN NESS AVE, 501
SAN FRANCISCO, CA 94102
415-279-6795

STRUCTURAL ENGINEER:

CONTRACTOR:

SITE MAP



NEW MIXED USE
2785 SAN BRUNO AVENUE
SAN FRANCISCO, CA 94134
BLOCK 5450 / LOT 018



TITLE SHEET SITE PLAN

DESCRIPTION	DATE

SCALE: AS NOTED

DATE: 4/20/2015

ABBREVIATIONS

AB	ANCHOR BOLT	C/C	CENTER TO CENTER	DEPT	DEPARTMENT	ENGR	ENGINEER	FR	FIRE RATED	HORIZ	HORIZONTAL	MATL	MATERIAL	OC	ON CENTER	PSF	POUNDS PER SQUARE FOOT	RFC	ROOFING	SPD	SEE PLUMBING DRAWINGS	TO	TOP OF
ADJ	ADJACENT, ADJUSTABLE	CAB	CABINET	DIA	DIAMETER	EQ	EQUAL	FRMG	FRAMING	HW	HOT WATER HEATER	MECH	MECHANICAL	OD	OUTSIDE DIAMETER	PSI	POUNDS PER SQUARE INCH	RLG	RAILING	SPEC	SPECIFICATIONS	TO...	TUBE STEEL
AFF	ABOVE FINISH FLOOR	CL	CENTER LINE	DIF	DIFFUSER	EQUIP	EQUIPMENT	FT	FOOT OR FEET	INCL	INCLUDE	MTL	METAL	OH	OVER HEAD	PT	POINT	SFR	SPRINKLER	TS	TYPICAL		
ALUM	ALUMINUM	CLG	CEILING	DIM	DIMENSION	EXIST	EXISTING	FTG	FOOTING	INT	INTERNATIONAL	MANUFACTURE	MANUFACTURE	PTD	PAINTED	RVL	REVEAL	SQ	SQUARE	TY	TYPICAL		
AP	ACCESS PANEL	CO	CASED OPENING	DN	DOWN	EXP	EXPANSION	FURR	FURRING	INCH	INCH	MFR	MINIMUM	QTY	QUANTITY	RWL	RAIN WATER LEADER	SSD	SEE STRUCTURAL DRAWINGS	UON	UNLESS OTHERWISE NOTED		
APPROX	APPROXIMATE	CLOS	CLOSET	DR	DOOR OPENING	EXT	EXTERIOR	GA	GAGE	INCL	INCLUDE	MIN	MINIMUM	R	RISER	SA	SUPPLY AIR	STD	STANDARD	UTIL	UTILITY		
ARCH	ARCHITECTURAL	CLR	CLEAR	DRW	DRAWING	EQ	EQUIPMENT	GALV	GALVANIZED	INSUL	INSULATION	MISC	MISCELLANEOUS	OP	OPPOSITE	SC	SOLID CORE	STL	STEEL	VERT	VERTICAL		
BD	BOARD	CO	CASED OPENING	DR	DOOR	FD	FLOOR DRAIN	CYP	CYPRESS	INT	INTERNATIONAL	MISC	MISCELLANEOUS	PLAM	PERFORATED	SCHED	SCHEDULE	STOR	STORAGE	VIF	VERIFY IN FIELD		
BETW	BETWEEN	COL	COLUMN	DR	DOOR	FE	FACE TO FACE	HM	HOLLOW CORE	INSUL	INSULATION	MIN	MINIMUM	PLAS	PLASTER	SD	SMOKE DETECTOR	STRUC	STRUCTURAL	W/	WITH		
BLDG	BUILDING	CONC	CONCRETE	DR	DOOR	FF	FINISHED FLOOR ELEV.	HW	HOLLOW CORE	JOINT	JOINT	MISC	MISCELLANEOUS	PLG	PLUMBING	SECT	SECTION	SUSP	SUSPENDED	W/O	WITHOUT		
BLK	BLOCK	CONSTR	CONSTRUCTION	DR	DOOR	FF	FINISHED FLOOR ELEV.	HW	HOLLOW CORE	LAM	LAMINATE	MISC	MISCELLANEOUS	PLYWD	PLYWOOD	SECT	SECTION	SUSP	SUSPENDED	WC	WATER CLOSET		
BLKG	BLOCKING	CONT	CONTINUOUS	DR	DOOR	FF	FINISHED FLOOR ELEV.	HW	HOLLOW CORE	LH	LEFT HAND	MISC	MISCELLANEOUS	PANL	PANEL	SECT	SECTION	SYM	SYMMETRICAL	WD	WOOD		
BLT	BUILT	CPT	CARPET	DR	DOOR	FF	FINISHED FLOOR ELEV.	HW	HOLLOW CORE	LQV	LEFT QUARTER	MISC	MISCELLANEOUS	PR	PREFABRICATED	REFR	REFRIGERATOR	T	TREAD	WV	WINDOW		
BSMT	BASEMENT	CTR	CENTER	EMER	EMERGENCY	FF	FINISHED FLOOR ELEV.	HW	HOLLOW CORE	LWC	LIGHT WEIGHT CONCRETE	MISC	MISCELLANEOUS	PREST	PREFABRICATED	REFR	REFRIGERATOR	T&B	TOP AND BOTTOM	WV	WINDOW		
B/B	BACK TO BACK	CTSK	COUNTERSUNK	ENAM	ENAMEL	FF	FINISHED FLOOR ELEV.	HW	HOLLOW CORE	LWC	LIGHT WEIGHT CONCRETE	MISC	MISCELLANEOUS	PREFAB	PREFABRICATED	REFR	REFRIGERATOR	THK	THICK	WT	WEIGHT		

A0.0

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NEW MIXED USE
 2785 SAN BRUNO AVENUE
 SAN FRANCISCO, CA 94134
 BLOCK 5450 / LOT 018



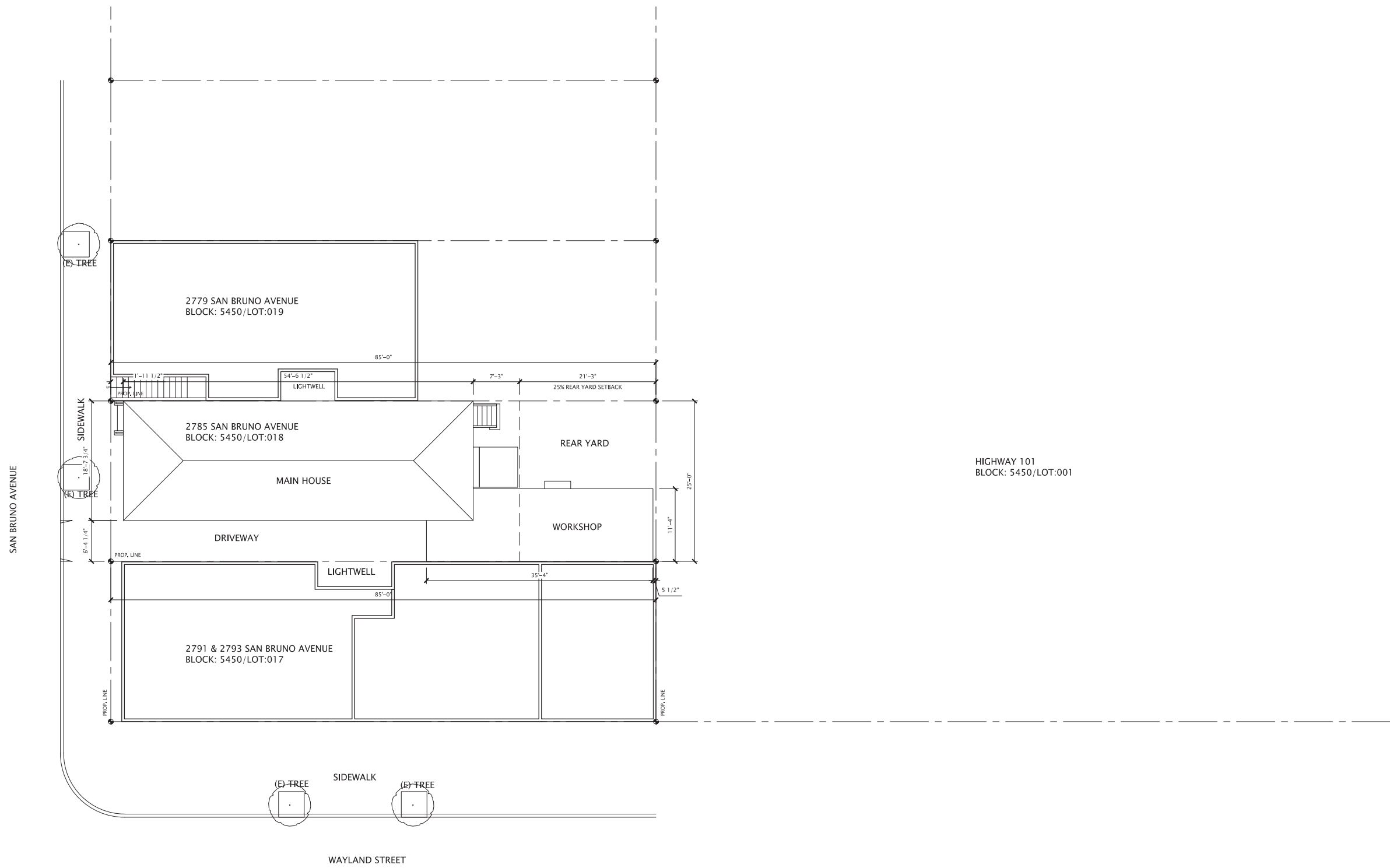
EXISTING SITE PLAN

DESCRIPTION	DATE

SCALE: 3/16"=1'-0"

DATE: 4/20/2015

A0.1



1 EXISTING SITE PLAN
 1/8" = 1'-0"





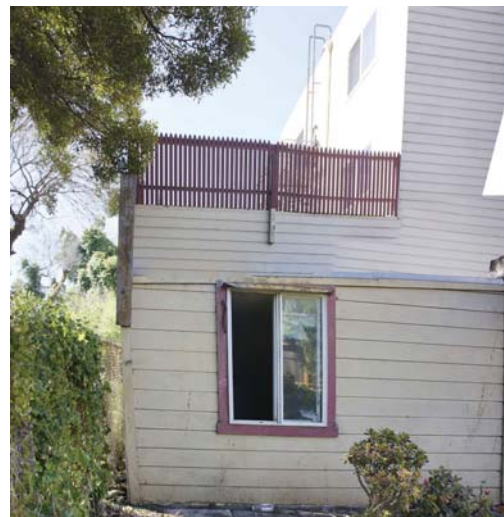
1 SAN BRUNO STREET FACING EAST



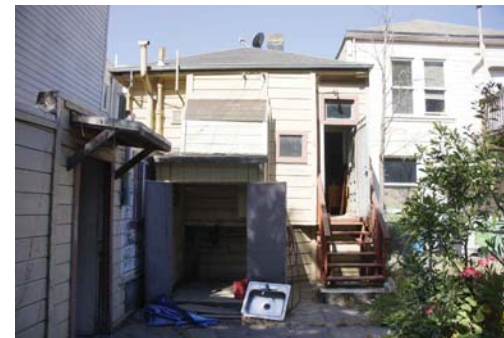
2 SAN BRUNO STREET FACING WEST



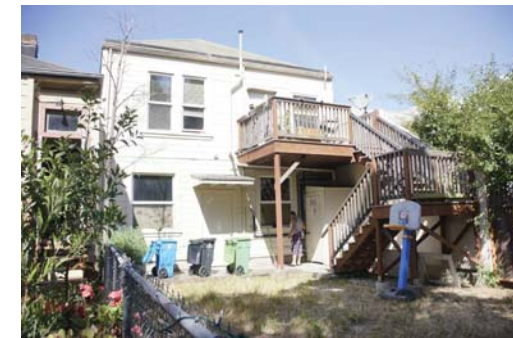
3 SUBJECT PROPERTY FRONT FACADE



4 SUBJECT PROPERTY LEFT REAR VIEW



5 SUBJECT PROPERTY REAR VIEW



6 SUBJECT PROPERTY RIGHT REAR VIEW

SHEET LEGEND

----- SUBJECT PROPERTY

REQUIRED PHOTOS

DESCRIPTION	DATE

SCALE: AS NOTED

DATE: 4/20/2015

A0.2

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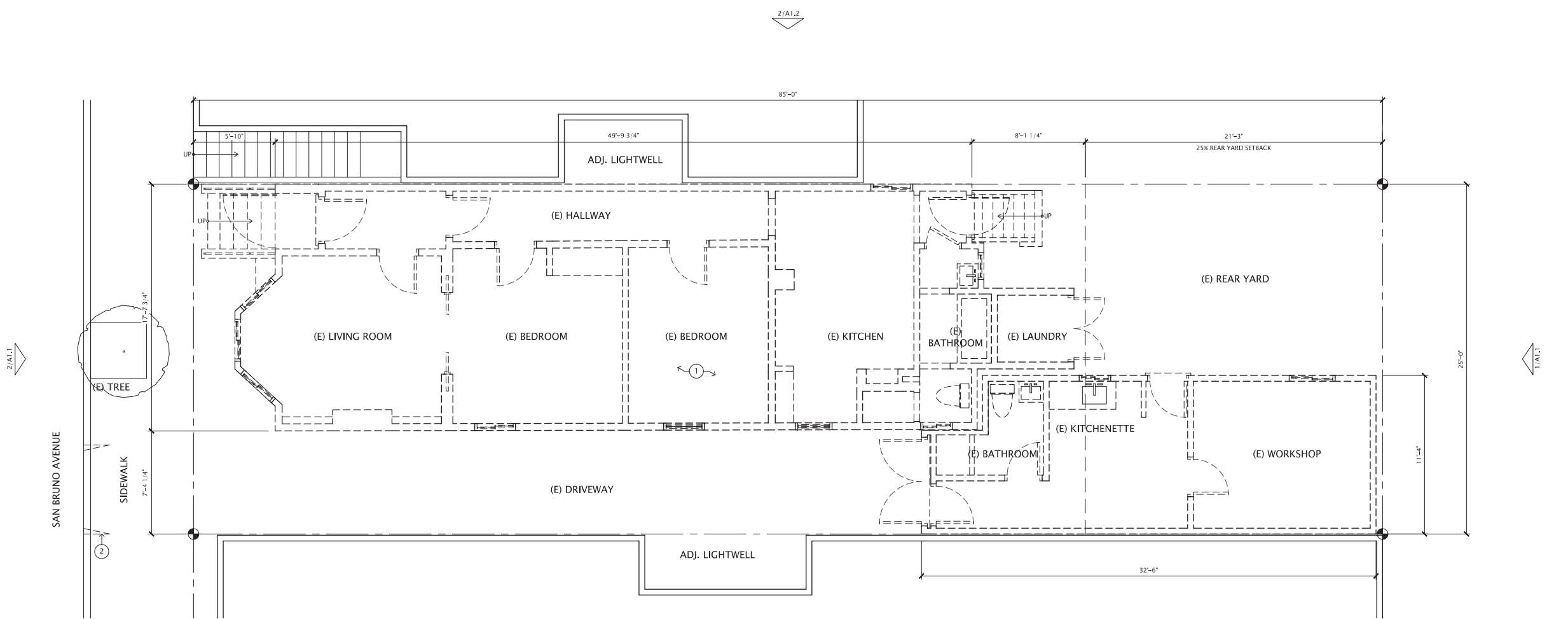
EXISTING & DEMOLITION PLAN

DESCRIPTION	DATE

SCALE: AS NOTED

DATE: 4/20/2015

A1.0



1 EXISTING/DEMO PLAN
 1/4" = 1'-0"

- PLAN SHEET NOTES**
- ① WALLS TO BE REMOVED, TYP.
 - ② REMOVE CURB CUT
 - ③ STOREFRONT
 - ④ MTL FENCE & GATE
 - ⑤ ACCESSIBLE TOILET RM



2/A1.2

1/A1.2

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EXISTING FRONT & REAR ELEVATIONS

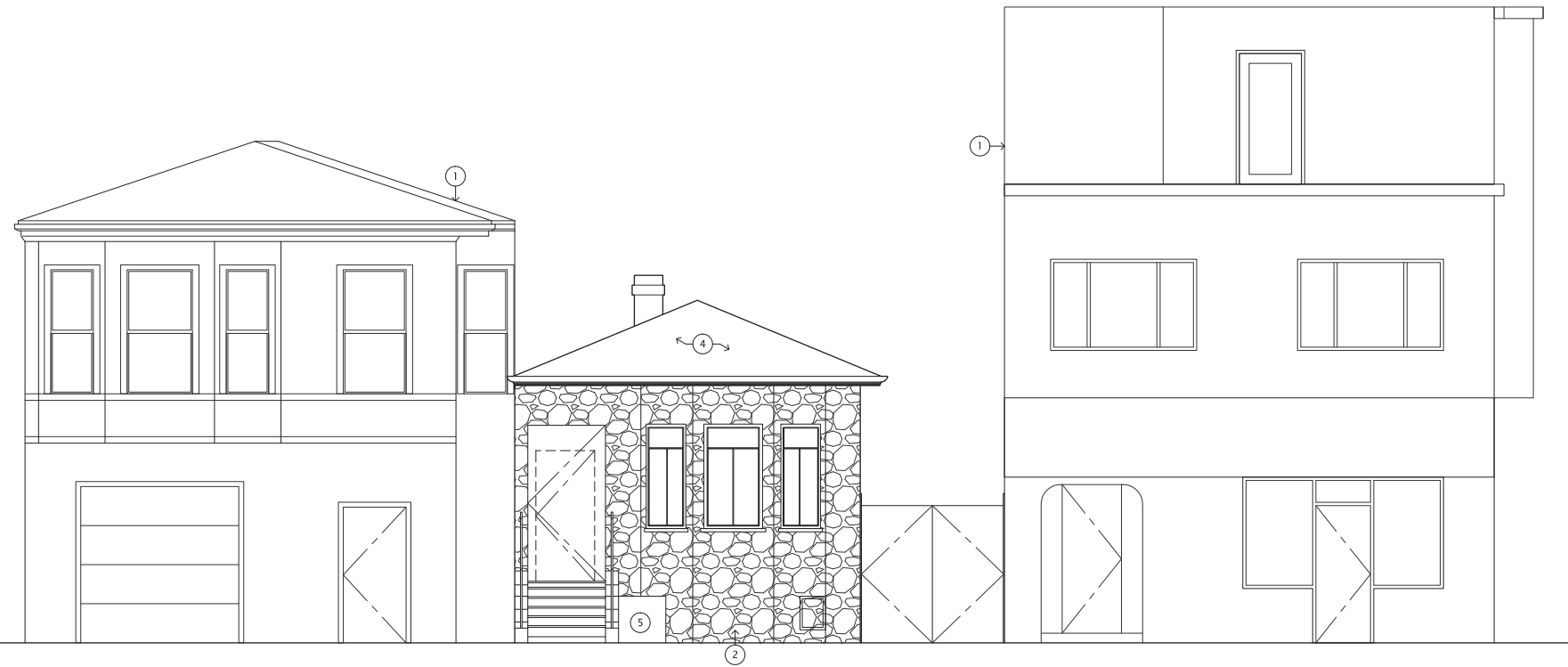
DESCRIPTION	DATE

SCALE: AS NOTED

DATE: 4/20/2015

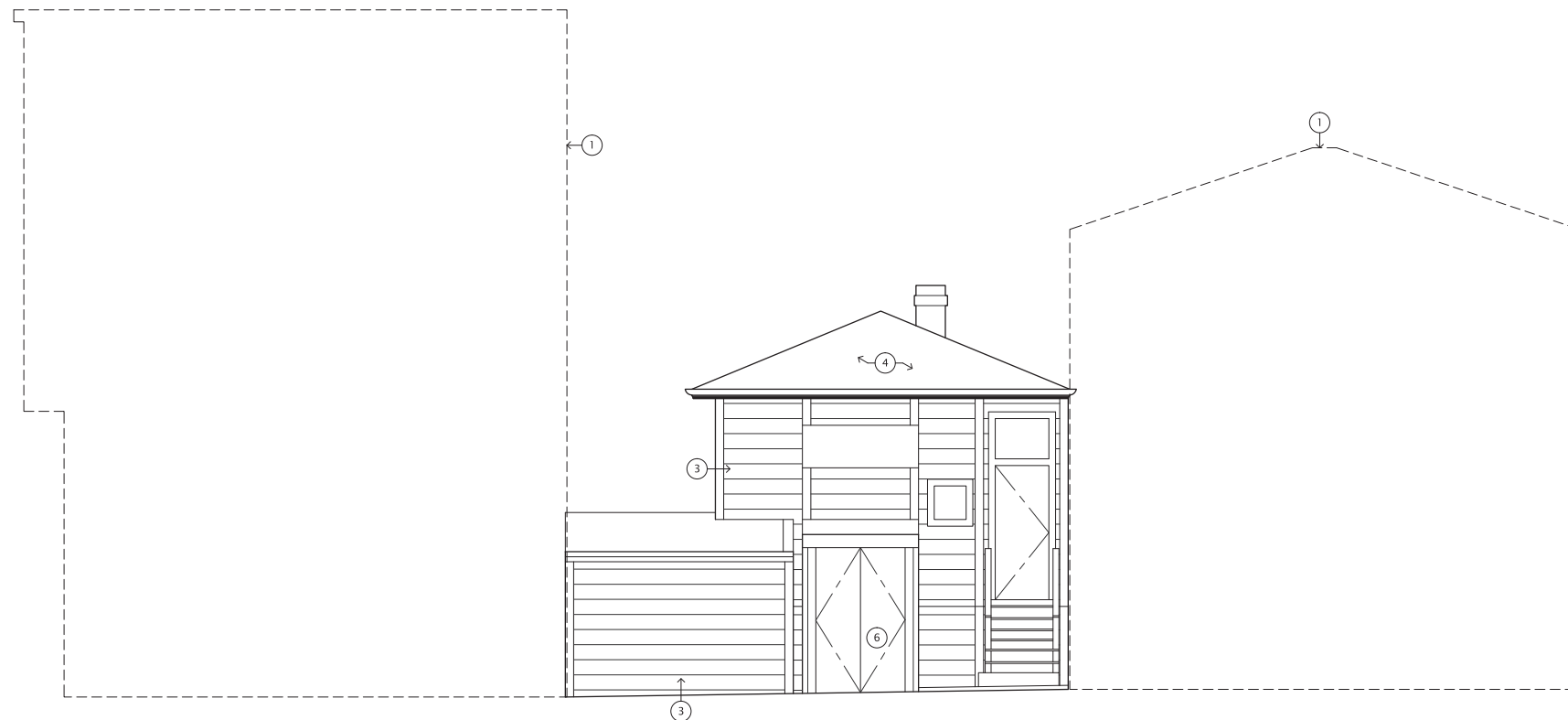
A1.1

T.O. ROOF
 +14'-4"
 B.O. EAVE
 +10'-0"
 1ST FLOOR, T.O.F.F.
 0'-0"
 T.O. SIDEWALK
 -3'-2"



1 EXISTING FRONT ELEVATION
 1/4" = 1'-0"

T.O. ROOF
 +14'-4"
 B.O. EAVE
 +10'-0"
 1ST FLOOR, T.O.F.F.
 0'-0"
 T.O. SIDEWALK
 -3'-2"



2 EXISTING REAR ELEVATION
 1/4" = 1'-0"

ELEVATION SHEET NOTES

- ① ADJ. BLDGS.
- ② PERMA STONE FACADE
- ③ PTD WD SIDING
- ④ COMPOSITE ROOF
- ⑤ GAS METER
- ⑥ (E) ACCESS TO LAUNDRY

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EXISTING SIDE ELEVATIONS

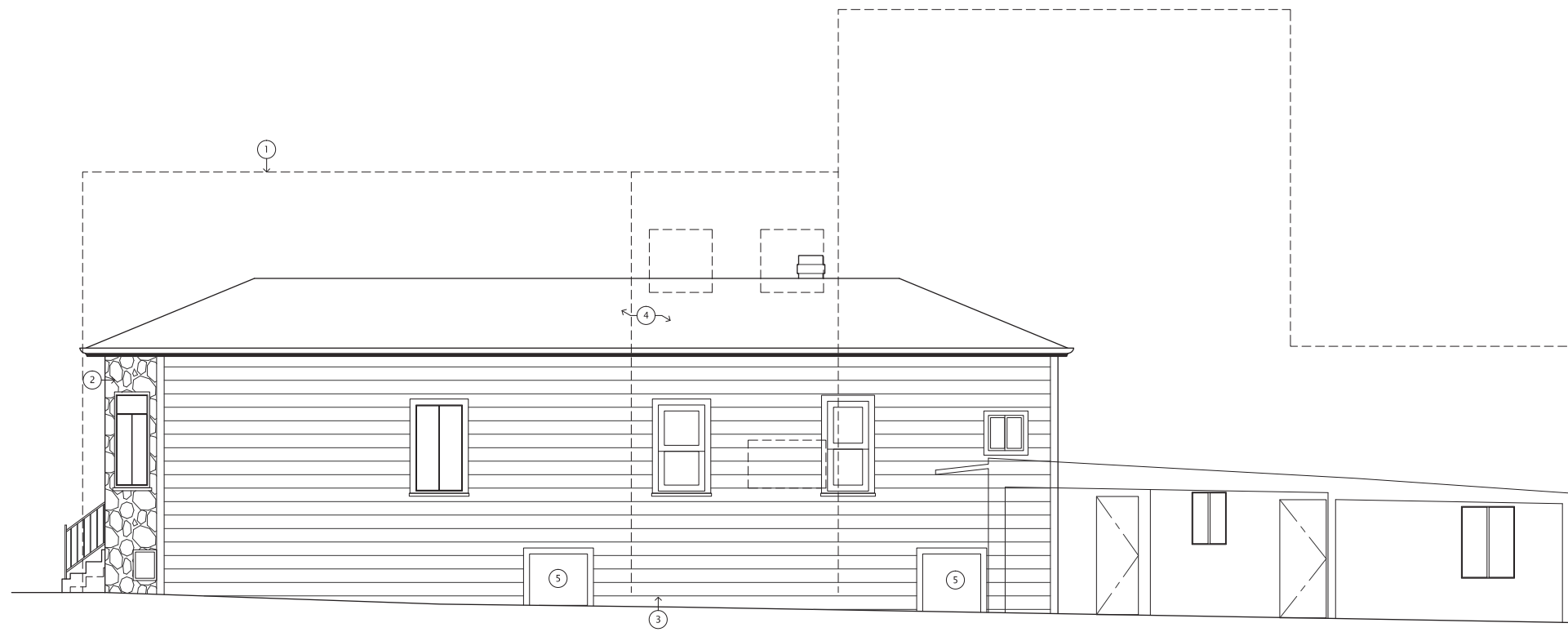
DESCRIPTION	DATE

SCALE: AS NOTED

DATE: 4/20/2015

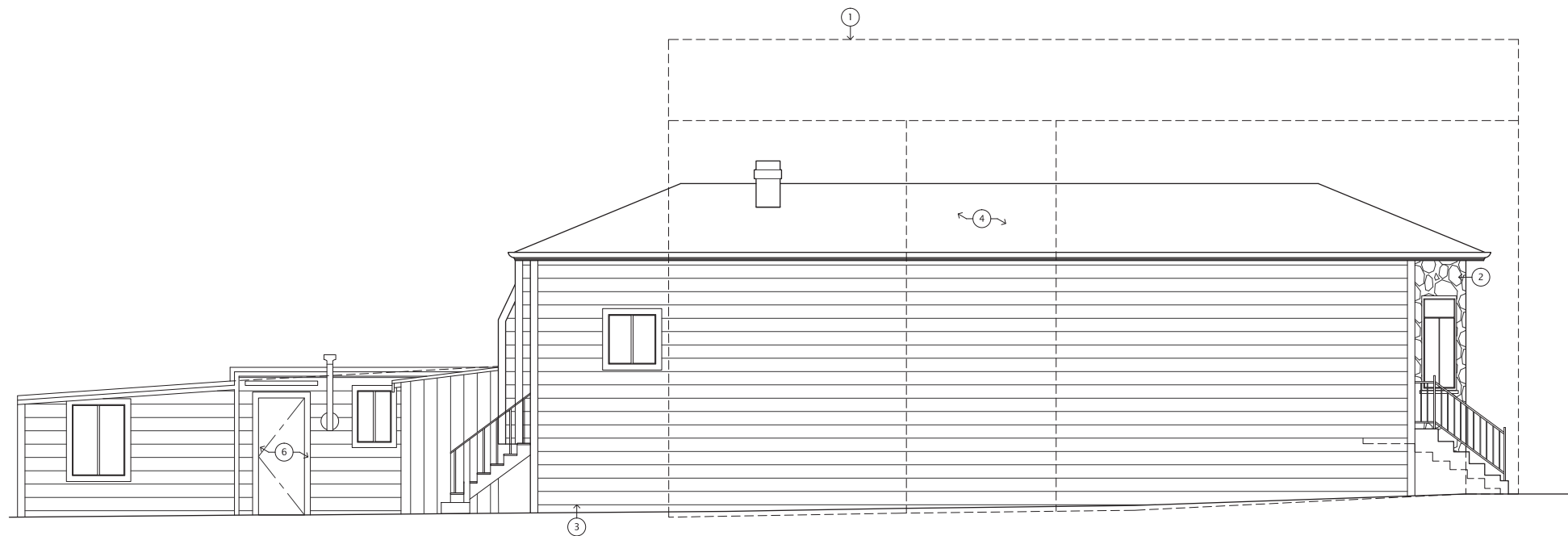
A1.2

- T.O. ROOF
+14'-4"
- B.O. EAVE
+10'-0"
- T.O. GARAGE/WORKSHOP
+4'-0"
- 1ST FLOOR, T.O.F.F.
0'-0"
- T.O. SIDEWALK
-3'-2"
- T.O. GRADE @ REAR YARD
-4'-6"



1 EXISTING SOUTH ELEVATION
 1/4" = 1'-0"

- T.O. ROOF
+14'-4"
- B.O. EAVE
+10'-0"
- T.O. GARAGE/WORKSHOP
+4'-0"
- 1ST FLOOR, T.O.F.F.
0'-0"
- T.O. SIDEWALK
-3'-2"
- T.O. GRADE @ REAR YARD
-4'-6"



2 EXISTING NORTH ELEVATION
 1/4" = 1'-0"

ELEVATION SHEET NOTES

- ① ADJ. BLDGS.
- ④ COMPOSITE ROOF
- ② PERMA STONE FACADE
- ⑤ (E) ACCESS TO CRAWL SPACE
- ③ PTD WD SIDING
- ⑥ WORKSHOP



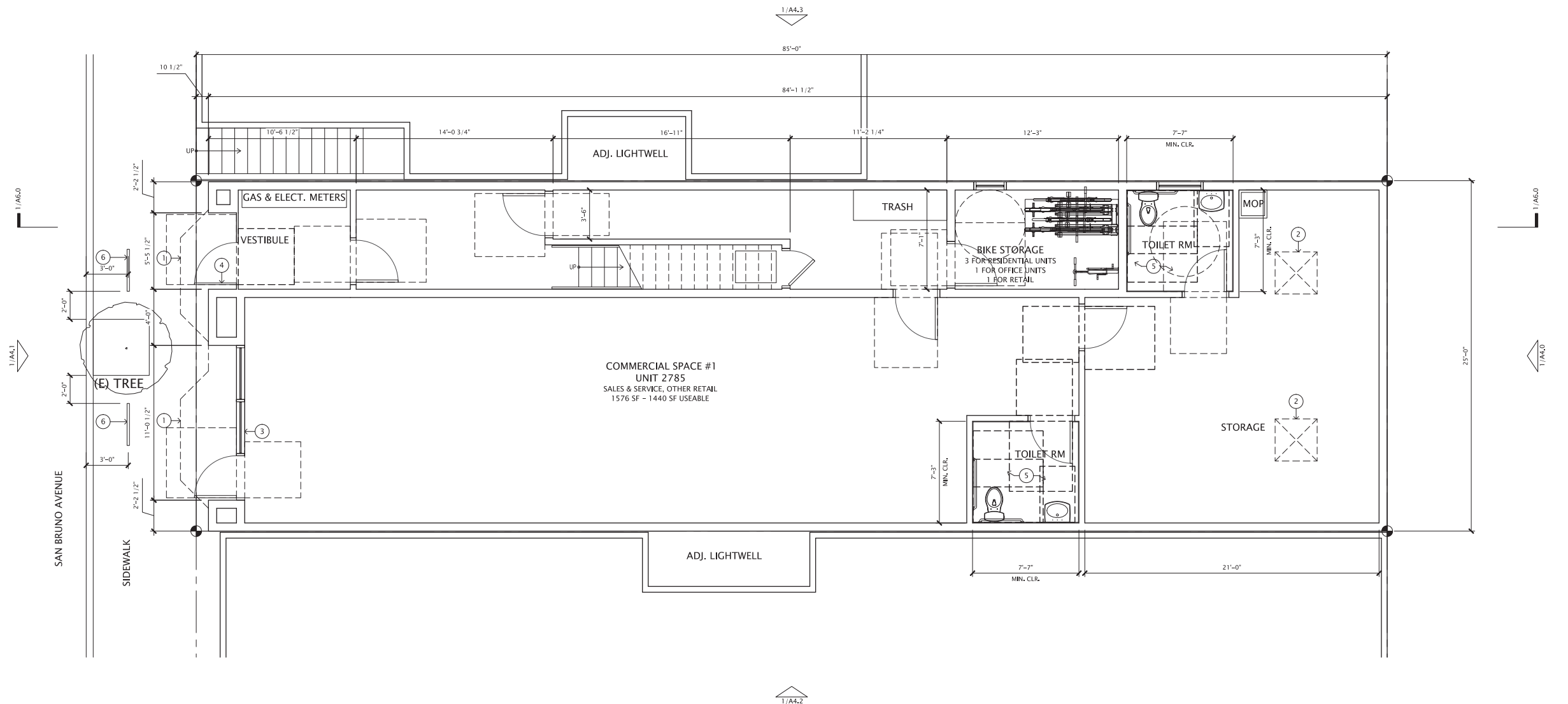
PROPOSED 1ST FLOOR PLAN

DESCRIPTION	DATE

SCALE: AS NOTED

DATE: 4/20/2015

A2.0



1 PROPOSED 1ST FLOOR PLAN
 1/4" = 1'-0"

BIKE PARKING REQUIREMENTS

	CLASS 1	CLASS 2
RESIDENTIAL	1/UNIT	-
OFFICE	1/5000SF	MIN 2 FOR < 5000SF
RETAIL SALES	1/7500SF	MIN 2 OR 1/2500SF
TOTAL	5	2

PLAN SHEET NOTES

- ① BAY WINDOW ABOVE
- ② SKYLIGHT ABOVE
- ③ STOREFRONT
- ④ MTL FENCE & GATE
- ⑤ ACCESSIBLE TOILET RM
- ⑥ CLASS 2 BIKE RACK



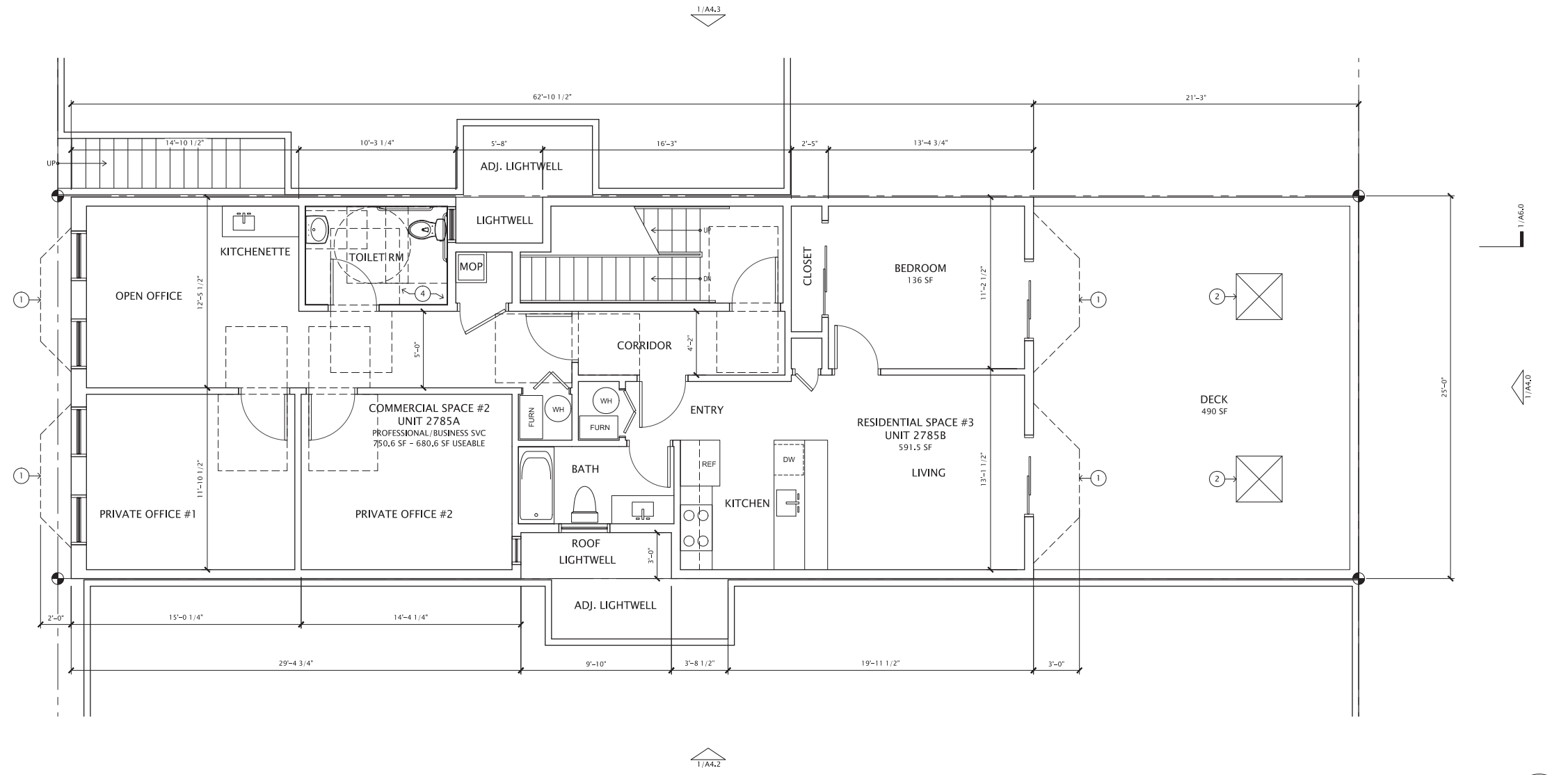
PROPOSED 2ND FLOOR PLAN

DESCRIPTION	DATE

SCALE: AS NOTED

DATE: 4/20/2015

A2.1



1 PROPOSED 2ND FLOOR PLAN
 1/4" = 1'-0"



- PLAN SHEET NOTES**
- ① BAY WINDOW ABOVE
 - ② SKYLIGHT
 - ③ 42" SOLID GUARD RAIL
 - ④ ACCESSIBLE TOILET RM



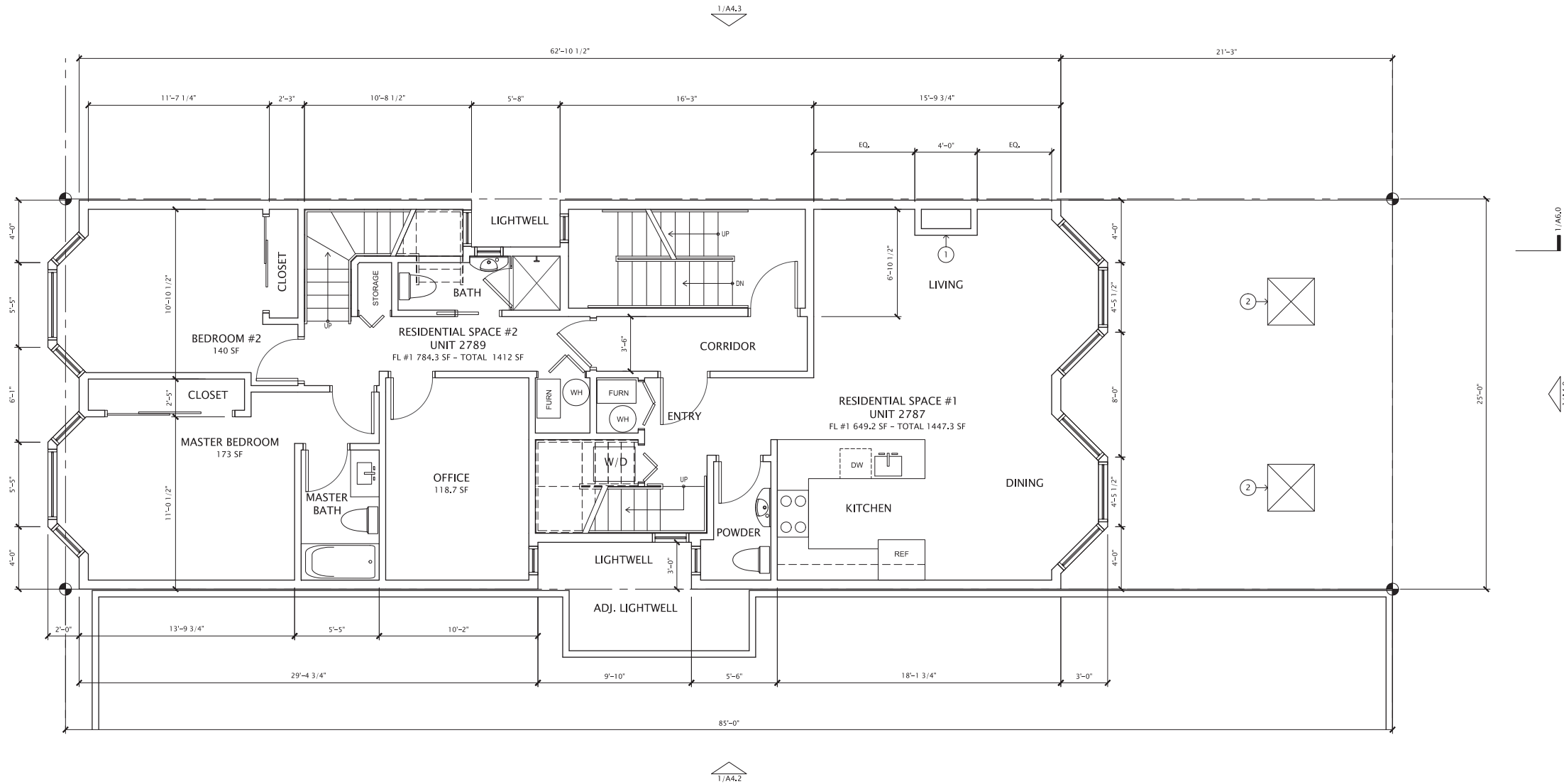
PROPOSED 3RD FLOOR PLAN

DESCRIPTION	DATE

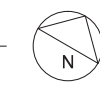
SCALE: AS NOTED

DATE: 4/20/2015

A2.2



1 PROPOSED 3RD FLOOR PLAN
 1/4" = 1'-0"



PLAN SHEET NOTES

- ① GAS FIRE PLACE
- ② SKYLIGHT BELOW



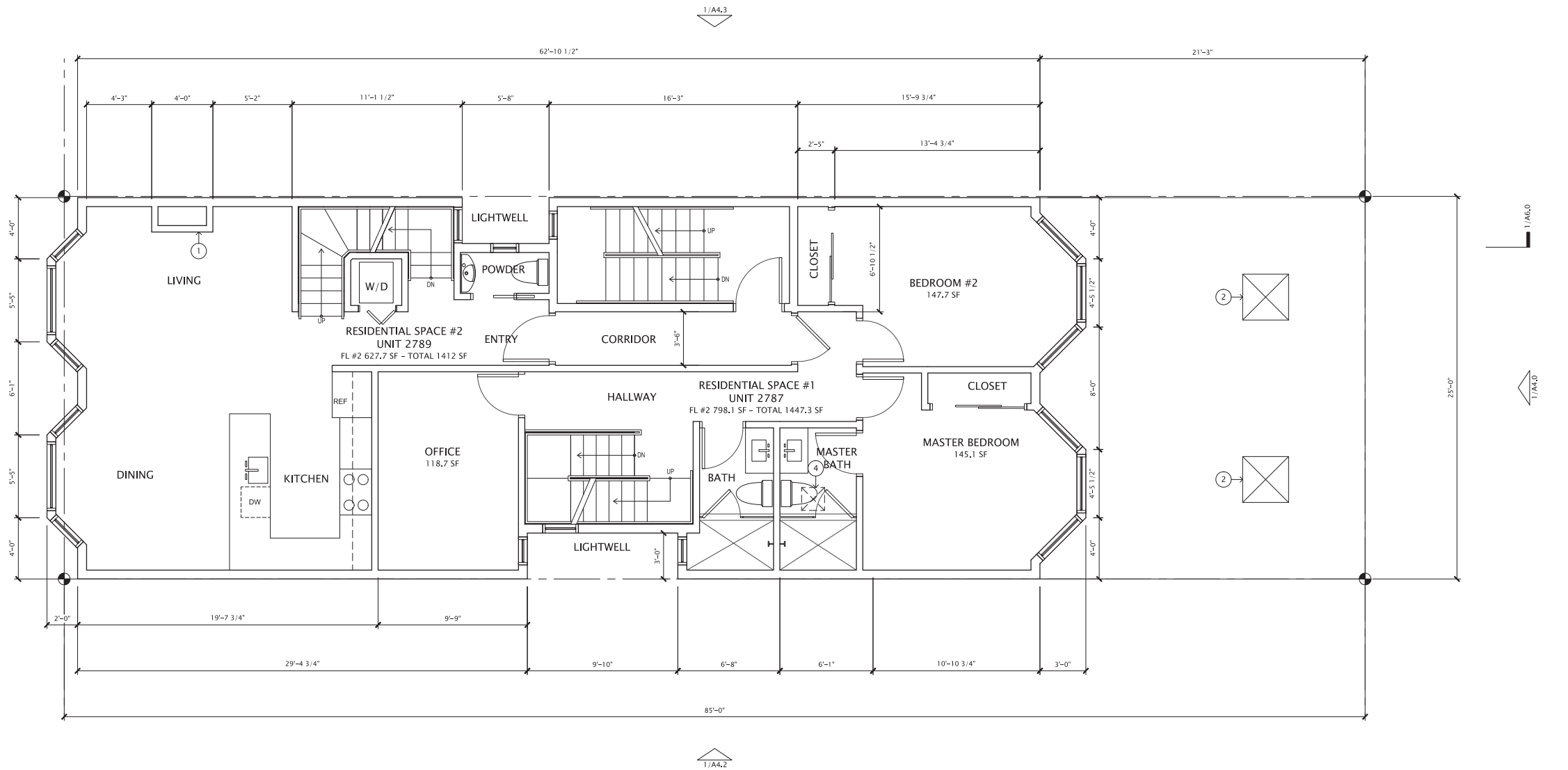
PROPOSED 4TH FLOOR PLAN

DESCRIPTION	DATE

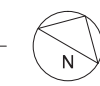
SCALE: AS NOTED

DATE: 4/20/2015

A2.3



1 PROPOSED 4TH FLOOR PLAN
 1/4" = 1'-0"



- PLAN SHEET NOTES**
- 1 42" SOLID GUARD RAIL
 - 2 SKYLIGHT BELOW
 - 3 NOT USED
 - 4 SKYLIGHT ABOVE
 - 5 GAS FIRE PLACE

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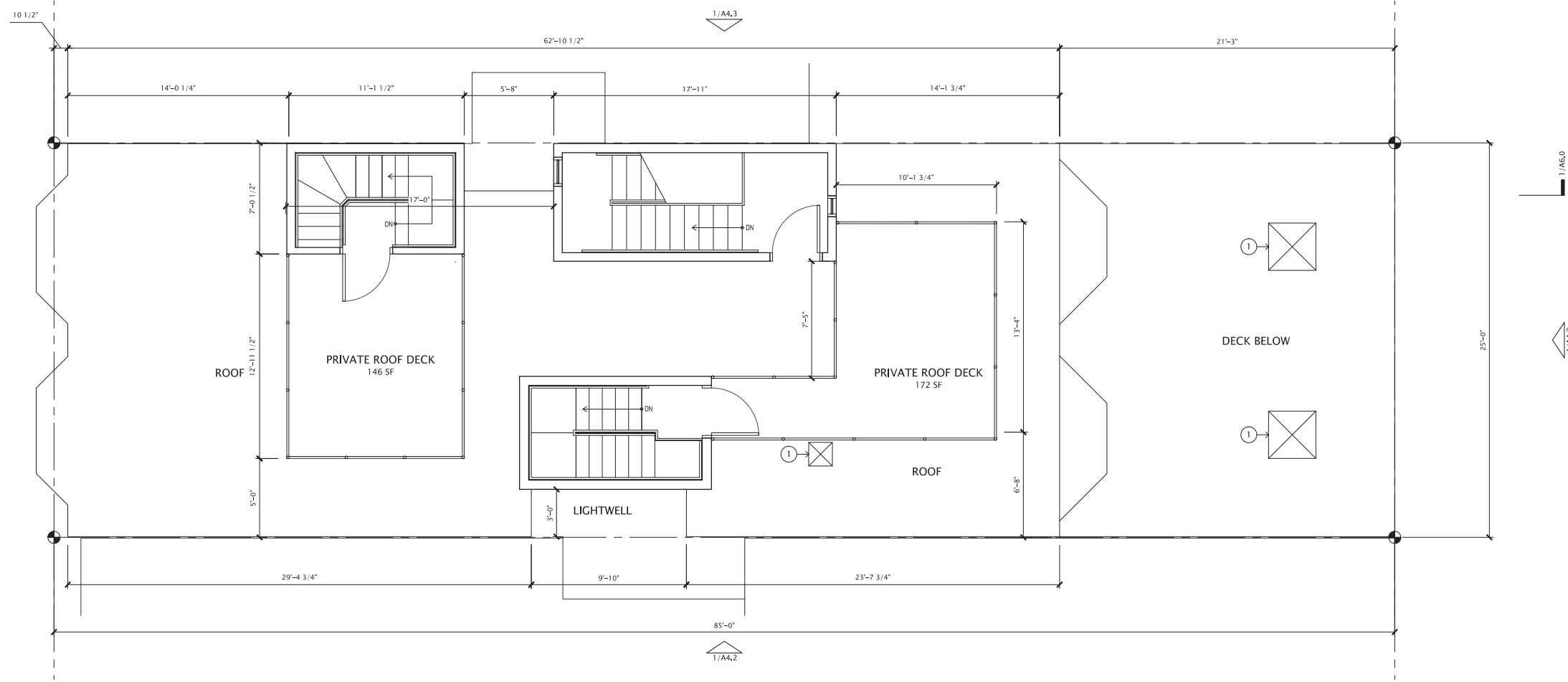
PROPOSED ROOF & STAIR PENTHOUSE PLAN

DESCRIPTION	DATE

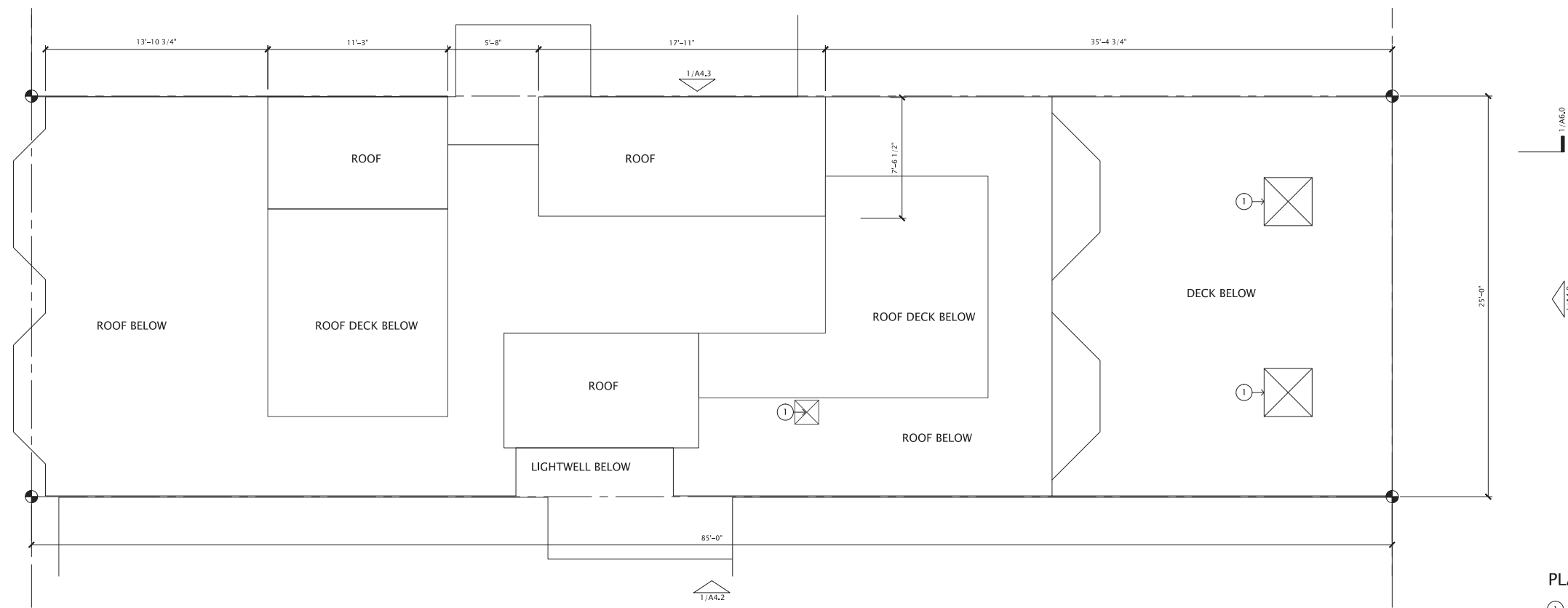
SCALE: AS NOTED

DATE: 4/20/2015

A2.4



1 PROPOSED ROOF & STAIR PENTHOUSE PLAN
 1/4" = 1'-0"



2 PROPOSED STAIR PENTHOUSE ROOF PLAN
 1/4" = 1'-0"

PLAN SHEET NOTES

- ① SKYLIGHT
- ② NOT USED
- ③ PTD WD SIDING
- ④ COMPOSITE ROOF



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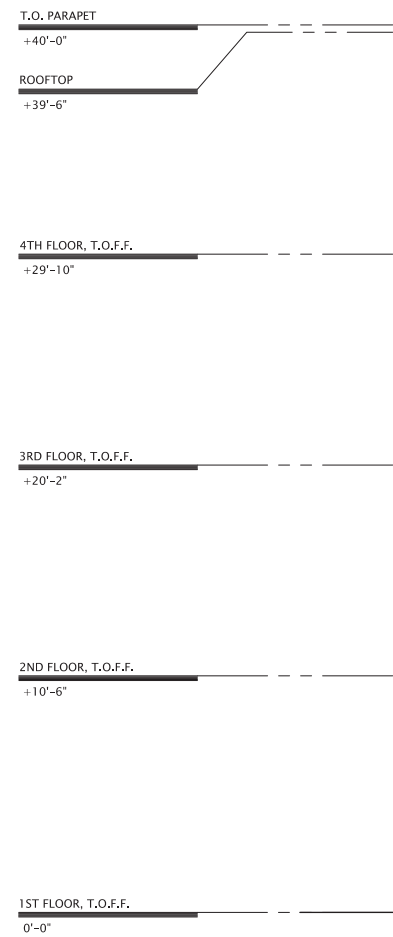
PROPOSED FRONT ELEVATION

DESCRIPTION	DATE

SCALE: AS NOTED

DATE: 4/20/2015

A4.0



NOTE: ALL EXTERIOR TRIM SHALL BE PAINTED PAINT GRADE WOOD FOAM, POLYURETHANE, AND OTHER SIMILAR SYNTHETIC PRODUCTS THAT ARE ACCEPTABLE FOR THIS USE. PROFILES INDICATED ON THE PLANS HAVE SQUARE EDGES CREATING CLEAN, SIMPLE, CONTEMPORARY SHADOW LINES. PROFILES, OWNER/CONTRACTOR MAY OPT FOR MORE SHAPED PROFILES FOR THE TRIM, SO LONG AS THE ESSENCE OF THE SHADOW LINES AND PROFILES REMAINS TRUE TO THE DEVELOPED DESIGN APPROVED BY THE SAN FRANCISCO PLANNING DEPARTMENT.

1 PROPOSED FRONT ELEVATION
 1/4" = 1'-0"

ELEVATION SHEET NOTES

- ① GUARD RAIL
- ④ BAY WINDOWS
- ⑦ DBL HUNG WINDOWS
- ② STOREFRONT WINDOWS
- ⑤ STL GATE
- ⑧ STAIR PENTHOUSE
- ③ NOT USED
- ⑥ ADJ. BLDGS.

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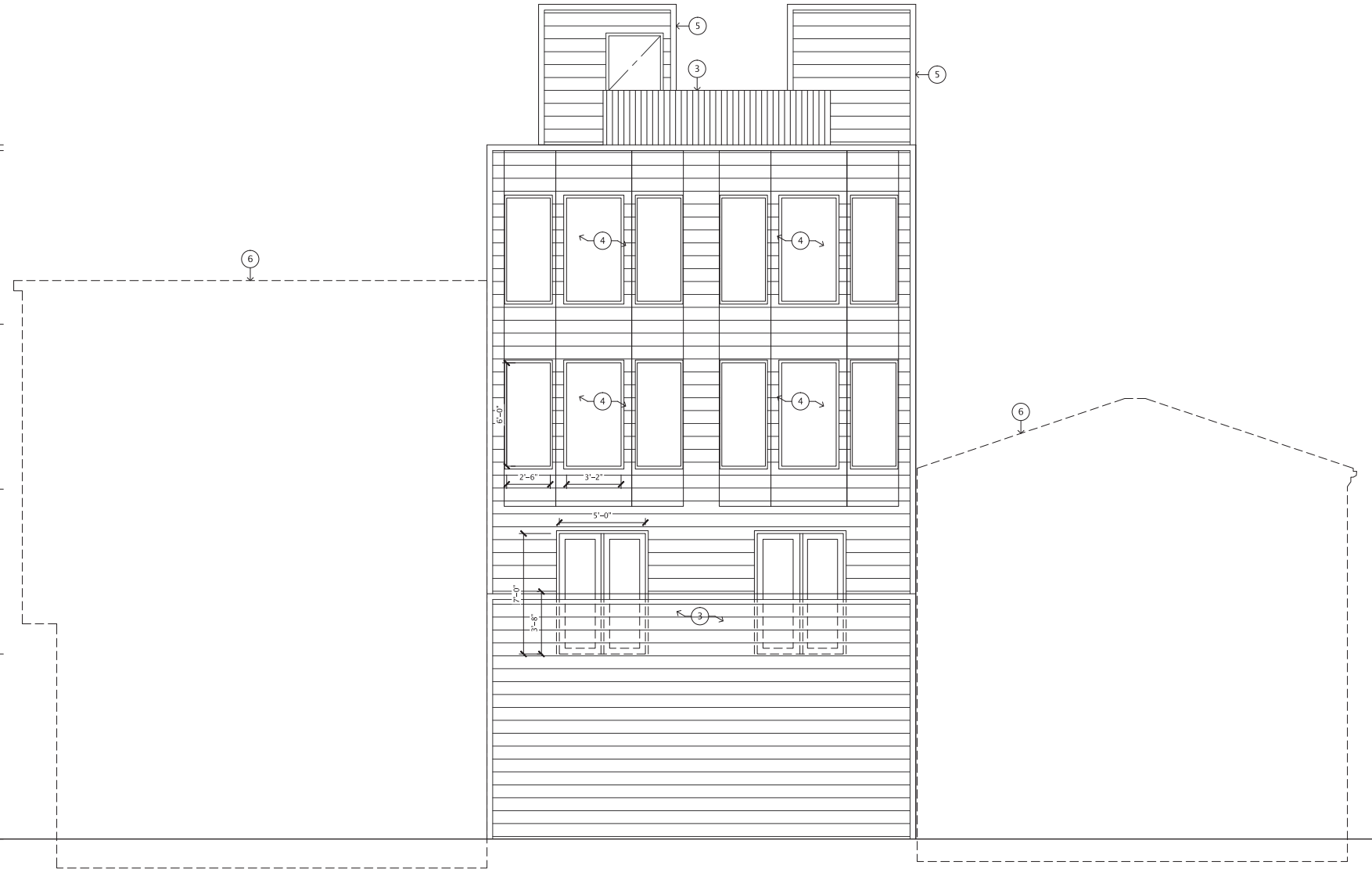
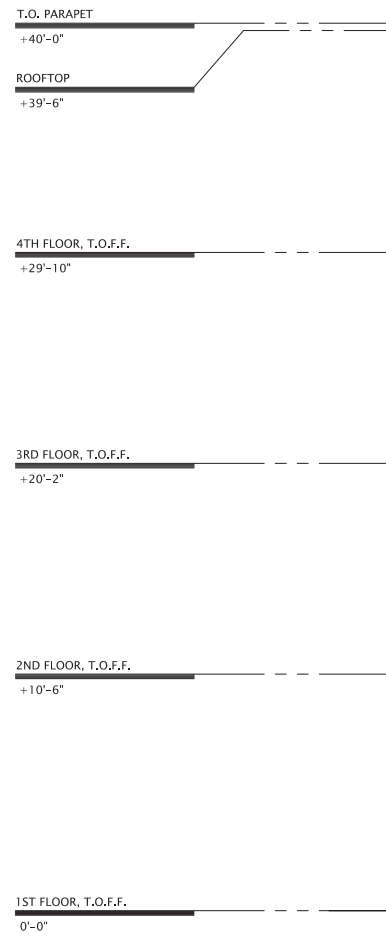
PROPOSED REAR ELEVATION

DESCRIPTION	DATE

SCALE: AS NOTED

DATE: 4/20/2015

A4.1



1 PROPOSED REAR ELEVATION
 1/4" = 1'-0"

ELEVATION SHEET NOTES

- ① GUARD RAIL ④ BAY WINDOWS
- ② NOT USED ⑤ STAIR PENTHOUSE
- ③ RATED GUARD RAIL ⑥ OUTLINE OF ADJ. BLDG.

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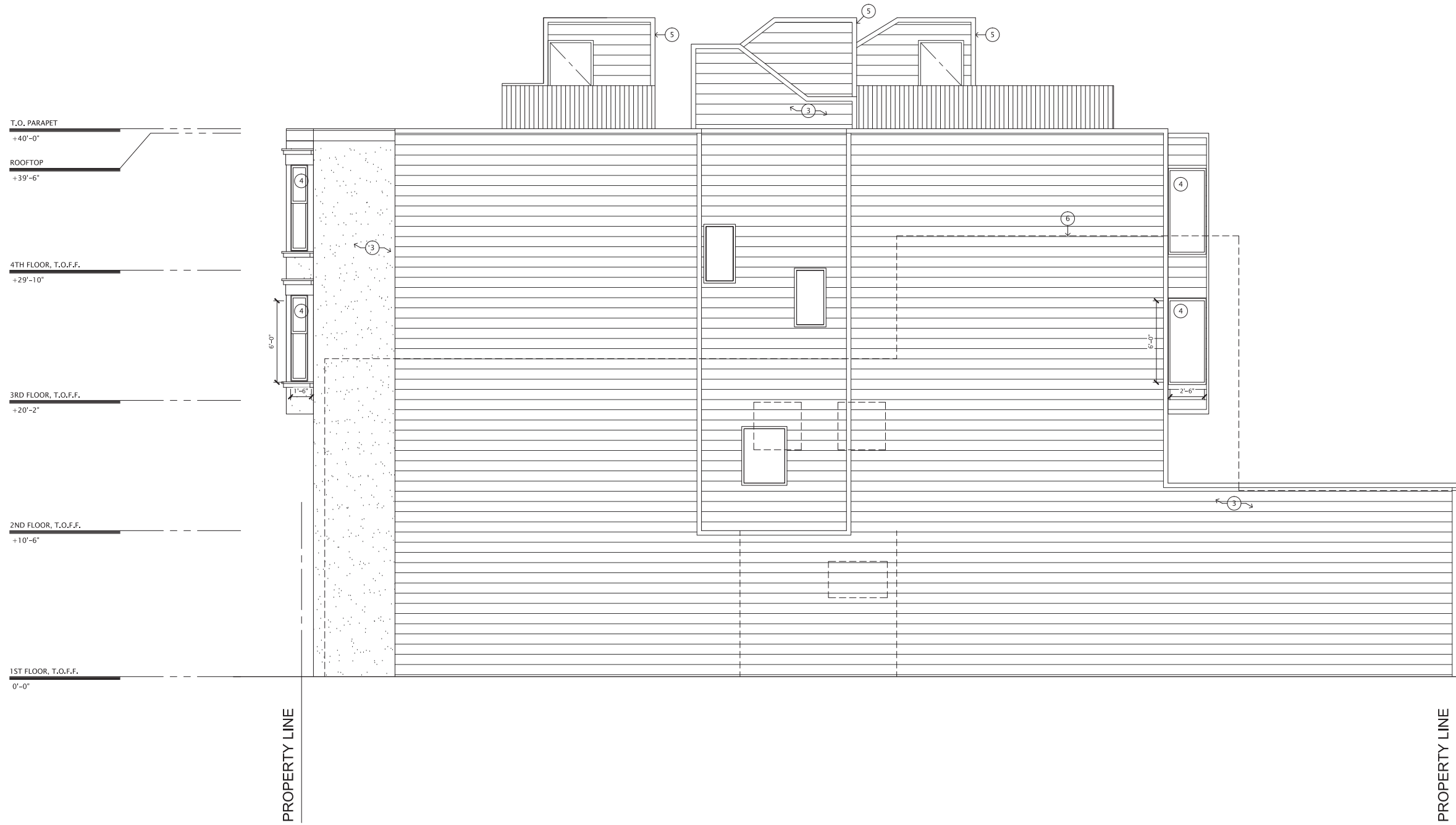
PROPOSED SOUTH ELEVATION

DESCRIPTION	DATE

SCALE: AS NOTED

DATE: 4/20/2015

A4.2



1 PROPOSED SOUTH ELEVATION
 1/4" = 1'-0"

ELEVATION SHEET NOTES

- ① FIRE ESCAPE & GUARD RAIL
- ② NOT USED
- ③ GUARD RAIL
- ④ BAY WINDOWS
- ⑤ STAIR PENTHOUSE
- ⑥ OUTLINE OF ADJ. BLDG.

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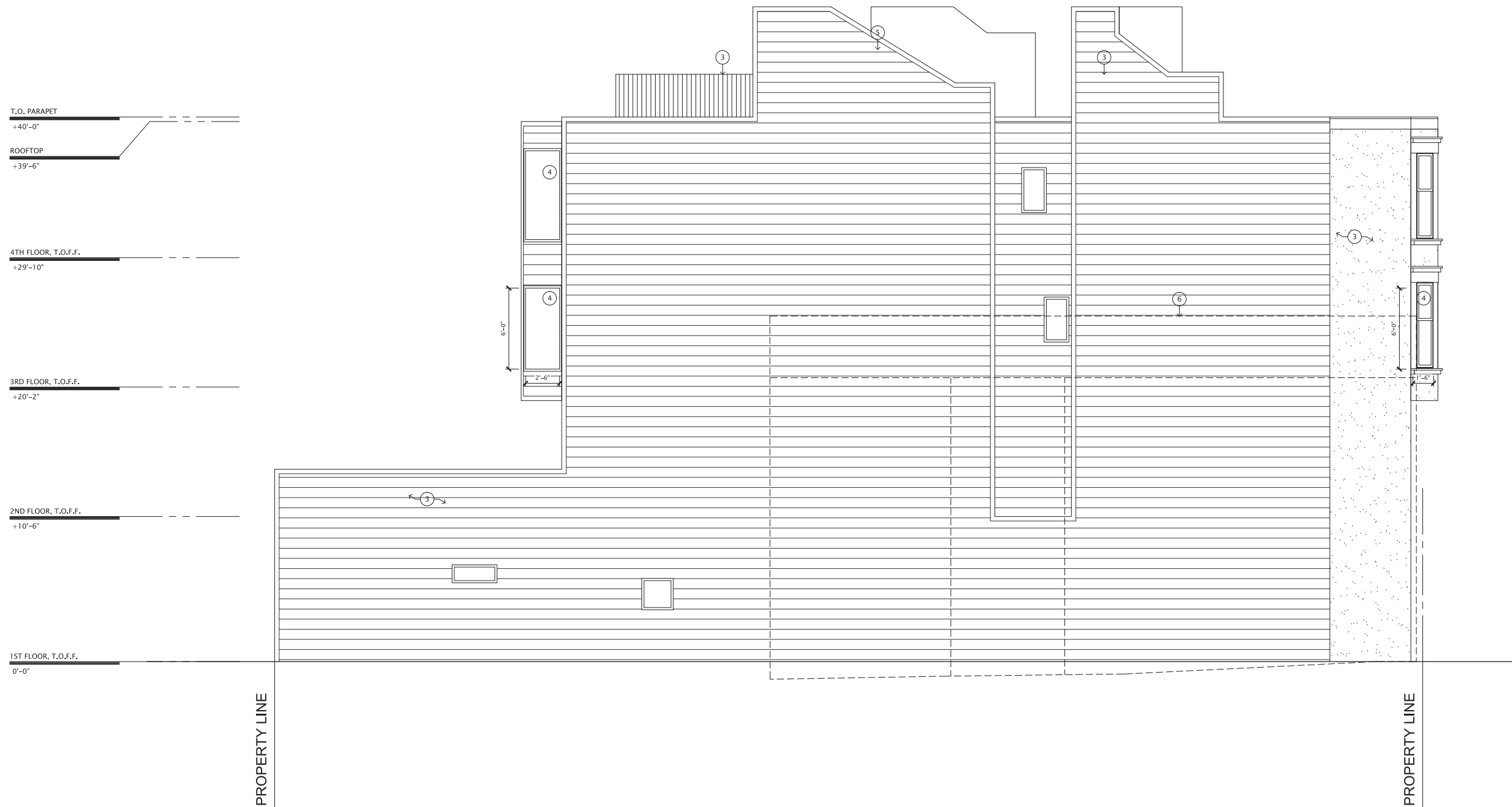
PROPOSED NORTH ELEVATION

DESCRIPTION	DATE

SCALE: AS NOTED

DATE: 4/20/2015

A4.3



T.O. PARAPET
 +40'-0"
 ROOFTOP
 +39'-6"
 4TH FLOOR, T.O.F.F.
 +29'-10"
 3RD FLOOR, T.O.F.F.
 +20'-2"
 2ND FLOOR, T.O.F.F.
 +10'-6"
 1ST FLOOR, T.O.F.F.
 0'-0"

1 PROPOSED NORTH ELEVATION
 1/4" = 1'-0"

ELEVATION SHEET NOTES

- ① NOT USED
- ② NOT USED
- ③ GUARD RAIL
- ④ BAY WINDOWS
- ⑤ STAIR PENTHOUSE
- ⑥ OUTLINE OF ADJ. BLDG.



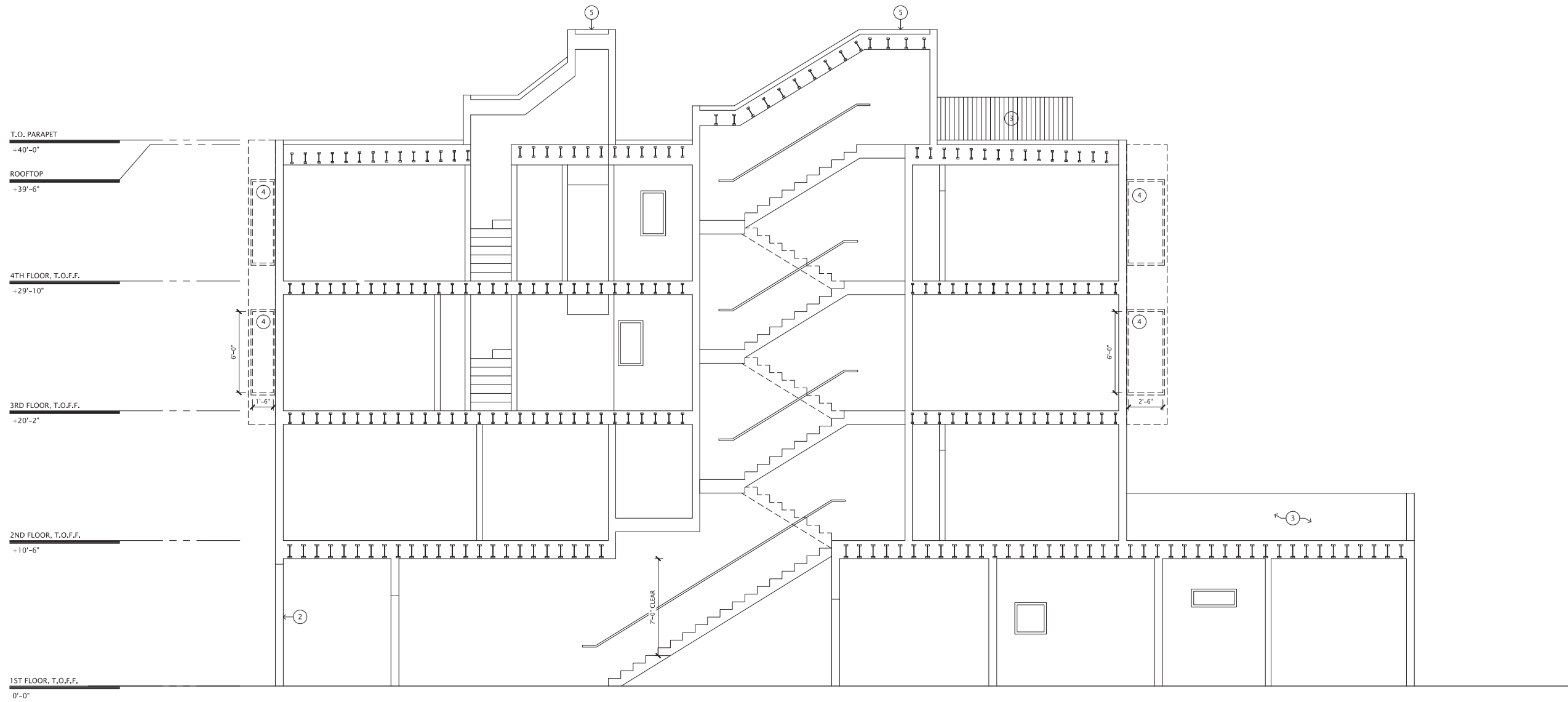
**PROPOSED
 BUILDING
 SECTIONS**

DESCRIPTION	DATE

SCALE: AS NOTED

DATE: 4/20/2015

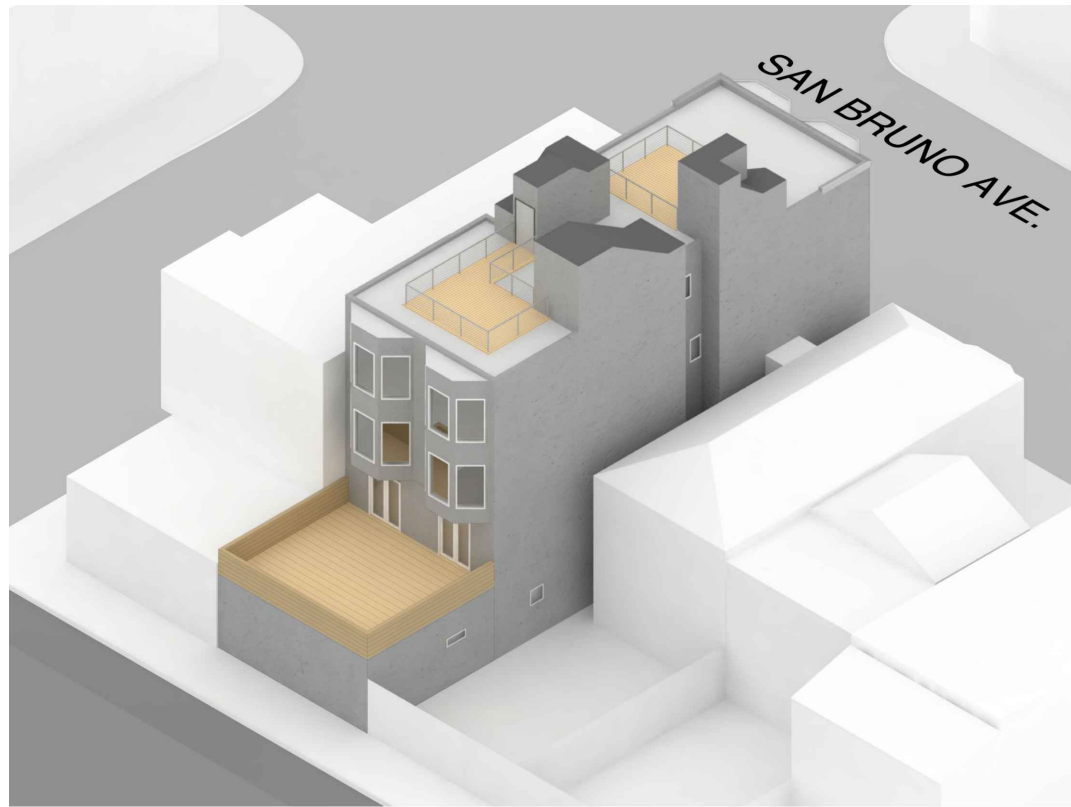
A6.0



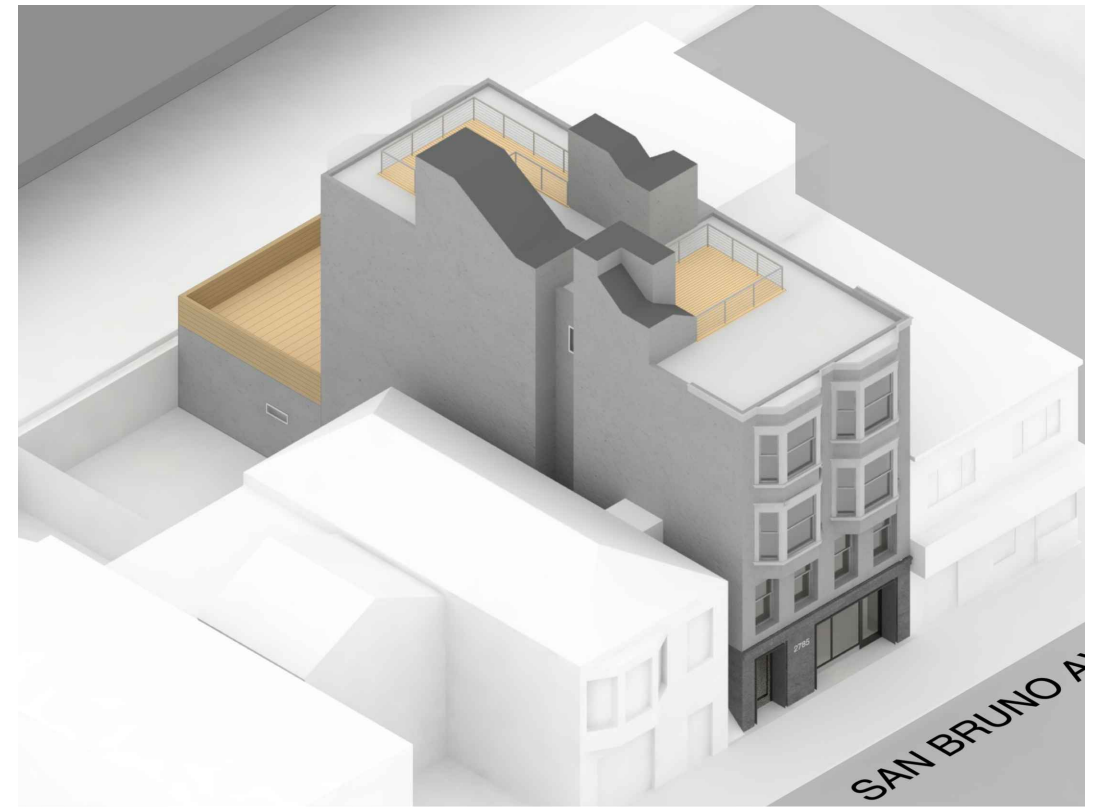
1 PROPOSED LONGITUDINAL SECTION
 1/4" = 1'-0"

SECTION SHEET NOTES

- ① NOT USED
- ② STL FENCE & GATE
- ③ GUARD RAIL
- ④ BAY WINDOWS
- ⑤ STAIR PENTHOUSE
- ⑥ NOT USED



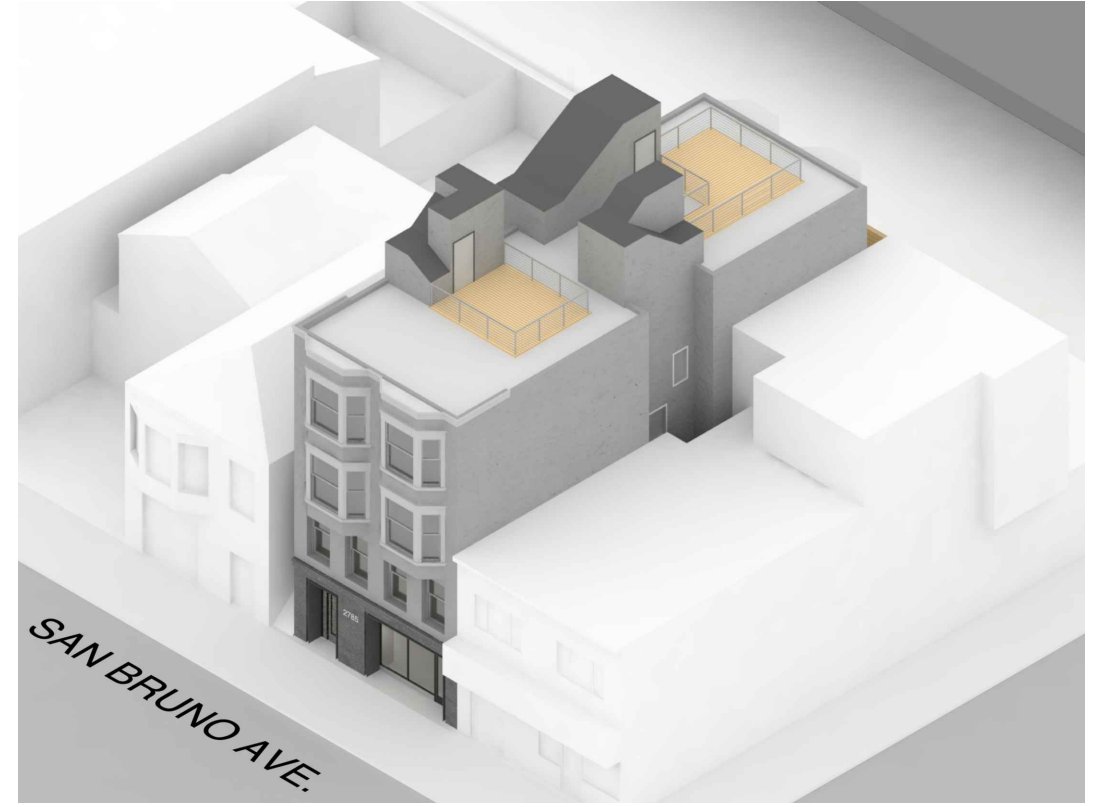
1 SITE AXON - NW



1 SITE AXON - SW



1 SITE AXON - NE



1 SITE AXON - SE



BRIAN KAUFMAN DESIGN
architecture • planning • construction management

415-279-6795 - voice brian@briankaufmandesign.com

2785 SAN BRUNO AVENUE
SAN FRANCISCO, CA
JUNE 16, 2016



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SAN FRANCISCO, CA
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SAN FRANCISCO PLANNING DEPARTMENT

Subject to: (Select only if applicable)

- Affordable Housing (Sec. 415)
- Jobs Housing Linkage Program (Sec. 413)
- Downtown Park Fee (Sec. 412)
- First Source Hiring (Admin. Code)
- Child Care Requirement (Sec. 414A)
- Other

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Planning Commission Motion No.19702

HEARING DATE: JULY 14, 2016

Case No.: 2014-003173CUA
 Project Address: 2785 San Bruno Avenue
 Zoning: NC-2 (Small Scale Neighborhood Commercial) District
 40-X Height and Bulk District
 Block/Lot: 5450/018
 Project Sponsor: Brian Kaufman
 77 Van Ness Avenue
 San Francisco, CA 94103
 Staff Contact: Jeffrey Speirs – (415) 575-9106
jeffrey.speirs@sfgov.org

ADOPTING FINDINGS RELATING TO THE APPROVAL OF CONDITIONAL USE AUTHORIZATION PURSUANT TO SECTIONS 303 AND 317(D) OF THE PLANNING CODE TO DEMOLISH A ONE-STORY SINGLE FAMILY DWELLING WITH AN UNAUTHORIZED UNIT, AND TO CONSTRUCT A FOUR STORY MIXED-USE BUILDING WITHIN AN NC-2 (NEIGHBORHOOD COMMERCIAL, SMALL SCALE) ZONING DISTRICT AND A 40-X HEIGHT AND BULK DISTRICT, AND ADOPTING FINDINGS UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

PREAMBLE

On May 10, 2016, Brian Kaufman of Brian Kaufman Design (Project Architect) for Linda Huang (Project Sponsor) filed an application with the Planning Department (hereinafter "Department") for Conditional Use Authorization under Planning Code Sections 303 and 317 to demolish a one-story single family dwelling with an unauthorized unit, and to construct a four-story mixed-use building at 2785 San Bruno Avenue within an NC-2 (Neighborhood Commercial, Small Scale) Zoning District and a 40-X Height and Bulk District.

On June 13, 2016, the Project was determined by the Department to be categorically exempt from environmental review under Case No. 2013-003173ENV. The Commission has reviewed and concurs with said determination.

On July 14, 2016, the San Francisco Planning Commission (hereinafter "Commission") conducted a duly noticed public hearing at a regularly scheduled meeting on Conditional Use Application No. 2014-003173CUA.

The Commission has heard and considered the testimony presented to it at the public hearing and has further considered written materials and oral testimony presented on behalf of the applicant, Department staff, and other interested parties.

MOVED, that the Commission hereby authorizes the Conditional Use requested in Application No. 2014-003173CUA, subject to the conditions contained in "EXHIBIT A" of this motion, based on the following findings:

FINDINGS

Having reviewed the materials identified in the preamble above, and having heard all testimony and arguments, this Commission finds, concludes, and determines as follows:

1. The above recitals are accurate and constitute findings of this Commission.
2. **Site Description and Present Use.** The subject property is located on the east side of San Bruno Avenue, between Bacon and Wayland Streets, Lot 018 in Assessor's Block 5450. The subject lot is 25 feet wide and 85 feet deep, with an area of approximately 2,121 square feet. The property contains a 15-foot 6-inch tall, one-story single-family dwelling of 1,293 gross square feet, constructed circa 1907. The Unauthorized Unit portion of the existing building is 391 square feet.
3. **Surrounding Properties and Neighborhood.** The project site is located off of a small-scale commercial corridor along San Bruno Avenue in the Excelsior neighborhood. Buildings in the neighborhood contain a mixture of use types, most with residential uses over ground floor retail. The general massing of the neighborhood is a mix of two and three-story buildings, with a new 4-story mixed-use development one block south of the project site. Immediately north of the site at 2779 San Bruno Avenue is a two-story single-family dwelling. To the immediate south at 2791-2793 San Bruno Avenue, on the corner of San Bruno Avenue & Wayland Street, is a three-family dwelling over commercial, with a split massing of two and three stories. To east of the site is the James Lick Freeway (U.S. Route 101), and to the west of the subject property, across San Bruno Avenue, is a one-story automobile repair shop. The subject property is also within .25-miles of stops for the following MUNI transit lines: 8, 8AX, 8BX, 9, 9R, 29, 44, 54, 90. The project site is located at the southeast end of an NC-2 Zoning District, and north of an RM-1 (Residential – Mixed, Low Density) Zoning District and just east of an RH-2 (Residential – House, Two Family) Zoning District.
4. **Project Description.** The project proposes demolition of the existing one-story single-family dwelling, demolition of an unauthorized unit, and new construction of a four-story, 40 foot tall, mixed-use building. The proposed building will consist of two commercial spaces and three dwelling units. The new building contains no off-street automobile parking spaces, and five Class 1 & four Class 2 bicycle parking spaces. The project is not seeking any exceptions or variances from the Planning Code.

5. **Public Comment/Community Outreach.** The Department has not received any public comment on the project.
6. **Planning Code Compliance:** The Commission finds that the Project is consistent with the relevant provisions of the Planning Code in the following manner:

- A. **Residential Demolition – Section 317:** Pursuant to Planning Code Section 317, Conditional Use Authorization is required for applications proposing to demolish a residential unit in an NC-2 Zoning District. This Code Section establishes a checklist of criteria that delineate the relevant General Plan Policies and Objectives.

As the project requires Conditional Use Authorization per the requirements of Section 317, the additional criteria specified under Section 317 have been incorporated as findings as part of this Motion. See Item 8 "Additional Findings pursuant to Section 317" below.

- B. **Front Setback Requirement.** Planning Code Section 132 states that the minimum front setback shall be based on the average of adjacent properties or a Legislated Setback.

The average front setback of the two adjacent buildings is 10.5 inches; therefore, the front setback requirement for the proposed building is 10.5 inches. The Project proposes a 10.5 inch front setback, thus complying with Planning Code Section 132.

- C. **Rear Yard Requirement.** Planning Code Section 134 requires a minimum rear yard equal to 25%, but in no case less than 15 feet, and shall be provided at the second story, and at each succeeding story of the building, and at the first story if it contains a dwelling.

The subject property is 85 feet deep; therefore, the rear yard requirement is 21 feet 3 inches at the second level and above. The proposal provides a code-complying rear yard that is 21 feet 3 inches.

- D. **Useable Open Space.** Planning Code Section 135 requires 100 square feet of useable open space for each dwelling unit if all private, or 399 square feet of common usable open space.

The Project provides access to the rear yard area for the lower level unit, and access to a private roof deck for each of the two upper level units. The private open space areas for all units exceed the 100 square feet required; therefore, the Project provides code-complying open space for all dwelling units

- E. **Dwelling Unit Exposure.** Planning Code Section 140 requires that at least one room of all dwelling units face onto a public street or public alley, at least 30 feet in width, a side yard at least 25 feet in width, a rear yard meeting the requirements of the Code or other open area that meets minimum requirements for area and horizontal dimensions.

All three units have direct exposure; two units face the code-complying rear yard of 21 feet 3 inches, and one unit facing San Bruno Avenue.

- F. **Off-Street Parking.** Planning Code Section 151 requires parking for commercial uses over 5,000 square feet, and one parking space for each dwelling unit.

As the Project provides less than 5,000 square feet of commercial space, no automobile parking spaces are required. Per Planning Code Section 150(e) and 155.1(d), the required parking for the dwelling units has been reduced as the Project provides code-complying bicycle parking for all proposed uses.

- G. **Bicycle Parking.** Planning Code Section 155.2 requires at least one Class 1 bicycle parking space for each dwelling unit and each 7,500 square feet of commercial space; and a minimum of two Class 2 bicycle parking spaces for each commercial space.

The Project is required to provide five Class 1 bicycle parking spaces and four Class 2 bicycle parking spaces. The Project proposes five Class 1 bicycle parking spaces at the ground level, and four Class 2 bicycle parking spaces on the adjacent sidewalk along San Bruno Avenue.

- H. **Height.** Planning Code Section 260 requires that all structures be no taller than the height prescribed in the subject height and bulk district. For properties in NC-2 Zoning Districts, height is measured at the center of the building starting from curb to a point of 40 at the front setback.

The existing building is approximately 15 feet. The Project will construct a four-story mixed-use building that is 40 feet at the street front, and thereby complies with the Planning Code and the Height and Bulk District.

- I. **Child Care Requirements for Residential Projects.** Planning Code Section 414A requires that any residential development project that results in at least one net new residential unit shall comply with the imposition of the Residential Child Care Impact Fee requirement.

The Project proposes new construction of a building that results in two net new dwellings. Therefore, the Project is subject to the Residential Child Care Impact Fee and must comply with the requirements outlined in Planning Code Section 414A.

- J. **Transportation Sustainability Fee.** Planning Code Section 411A requires that any new construction of a Non-Residential use in excess of 800 gross square feet shall comply with the imposition of the Residential Child Care Impact Fee requirement.

The Project proposes new construction of a building that results in Non-Residential use of 2,326 gross square feet. Therefore, the Project is subject to the Transportation Sustainability Fee and must comply with the requirements outlined in Planning Code Section 411A.

7. **Planning Code Section 303** establishes criteria for the Planning Commission to consider when reviewing applications for Conditional Use approval. On balance, the project does comply with said criteria in that:

- A. The proposed new uses and building, at the size and intensity contemplated and at the proposed location, will provide a development that is necessary or desirable, and compatible with, the neighborhood or the community.

The use and size of the proposed project is compatible with the immediate neighborhood. The proposal demolishes an existing dwelling unit and unauthorized unit, but increases the density of the property in a code-complying design-sensitive manner. Housing is a top priority for the City of San Francisco, and the construction of new family-sized housing is necessary and desirable for the immediate neighborhood and larger community.

- B. The proposed project will not be detrimental to the health, safety, convenience or general welfare of persons residing or working in the vicinity. There are no features of the project that could be detrimental to the health, safety or convenience of those residing or working the area, in that:

- i. Nature of proposed site, including its size and shape, and the proposed size, shape and arrangement of structures;

The four-story massing at the street front is appropriate given the two- to-four-story context of the neighborhood. The proposed building will be the one story higher than other building on the subject block but it remains compatible with the neighborhood's numerous three-story structures. The immediate block to the south has a new four-story development.

- ii. The accessibility and traffic patterns for persons and vehicles, the type and volume of such traffic, and the adequacy of proposed off-street parking and loading;

While the Planning Code requires three off-street parking spaces for the proposed dwelling units; the addition of three Class 1 bicycle parking spaces provides for alternative means of transit. By providing additional bike parking and no automotive parking, the Project is supportive of the City's transit first policies. The commercial uses require no automobile parking spaces, and the existing curb cut will be removed to restore space for on-street parking. The general scale of this project is not expected to impact accessibility or traffic patterns.

- iii. The safeguards afforded to prevent noxious or offensive emissions such as noise, glare, dust and odor;

Noxious or offensive emissions are not typically associated with the residential uses proposed. The proposed commercial spaces, even though commercial tenants have not been identified, are not anticipated to create a nuisance.

- iv. Treatment given, as appropriate, to such aspects as landscaping, screening, open spaces, parking and loading areas, service areas, lighting and signs;

As designed, the façade treatment and materials of the new building are appropriate given the surrounding neighborhood context.

- C. That the use as proposed will comply with the applicable provisions of the Planning Code and will not adversely affect the General Plan.

The Project complies with all relevant requirements and standards of the Planning Code and is consistent with objectives and policies of the General Plan as detailed below.

- D. That the use as proposed would provide development that is in conformity with the purpose of the applicable NC-2 District.

The proposed project is consistent with the stated purpose of the NC-2 Districts and brings the property into greater conformance with the NC-2 District controls.

8. **Planning Code Section 317** establishes additional criteria for the Planning Commission to consider when reviewing applications to demolish or convert Residential Buildings. On balance, the Project does comply with said criteria in that:

- i. Whether the property is free of a history of serious, continuing code violations;

Project meets criterion.

A review of the Department of Building Inspection and the Planning Department databases show no enforcement cases or notices of violation for the subject property.

- ii. Whether the housing has been maintained in a decent, safe, and sanitary condition;

Project meets criterion.

The existing dwelling appears to be in decent, safe, and sanitary condition with no recent Code violations.

- iii. Whether the property is an "historical resource" under CEQA;

Project meets criterion.

Although the existing structure is more than 50 years old, a review of supplemental information on the property's history resulted in a determination that the property is not an historical resource.

- iv. Whether the removal of the resource will have a substantial adverse impact under CEQA;

Project meets criterion.

Not applicable. The structure is not an historical resource.

- v. Whether the Project converts rental housing to other forms of tenure or occupancy;

Project does not meet criterion.

The existing single-family dwelling is currently a rental unit, and the proposed dwelling units are intended to be rental.

- vi. Whether the Project removes rental units subject to the Rent Stabilization and Arbitration Ordinance;

Project meets criterion.

No rent-controlled units will be removed, as the single-family dwelling is not subject to Rent Stabilization and Arbitration Ordinance.

- vii. Whether the Project conserves existing housing to preserve cultural and economic neighborhood diversity;

Project does not meet criterion.

Although the Project proposes the demolition of an existing dwelling and unauthorized unit, the new construction project will result in an additional two-bedroom unit.

- viii. Whether the Project conserves neighborhood character to preserve neighborhood cultural and economic diversity;

Project meets criterion.

The Project conserves neighborhood character with appropriate scale, design, and materials, and improves cultural and economic diversity by appropriately increasing the number of family-sized units. The proposed mixed-use development is characteristic of other existing mixed-use buildings located along San Bruno Avenue.

- ix. Whether the Project protects the relative affordability of existing housing;

Project does not meet criterion.

The Project removes an older dwelling unit, which is generally considered more affordable than a more recently constructed unit. However, the project also adds two legal dwelling units to the City's housing stock.

- x. Whether the Project increases the number of permanently affordable units as governed by Section 415;

Project does not meet criterion.

The Project is not subject to the provisions of Planning Code Section 415, as the project proposes less than ten units.

- xi. Whether the Project locates in-fill housing on appropriate sites in established neighborhoods;

Project meets criterion.

The Project has been designed to be in keeping with the scale and development pattern of the established neighborhood character. The proposed mixed-use development is characteristic of other existing mixed-use buildings located along San Bruno Avenue.

- xii. Whether the project increases the number of family-sized units on-site;

Project meets criterion.

The Project proposes two opportunities for family-sized housing by creating two two-bedroom dwellings. Currently the property only contains one two-bedroom dwelling, and an unauthorized unit.

- xiii. Whether the Project creates new supportive housing;

Project does not meet criterion.

The Project does not create supportive housing.

- xiv. Whether the Project is of superb architectural and urban design, meeting all relevant design guidelines, to enhance existing neighborhood character;

Project meets criterion.

The overall scale, design, and materials of the proposed buildings are consistent with the block-face and compliment the neighborhood character with a contemporary design. The proposed mixed-use development is characteristic of other existing mixed-use buildings located along San Bruno Avenue.

- xv. Whether the Project increases the number of on-site dwelling units;

Project meets criterion.

The Project will increase the number of on-site units from one dwelling unit, and an unauthorized unit, to three dwelling units.

- xvi. Whether the Project increases the number of on-site bedrooms.

Project meets criterion.

The existing building contains a total of three bedrooms. The Project will contain a total of five bedrooms.

- xvii. Whether or not the replacement project would maximize density on the subject lot; and,

Project does not meet criterion.

The maximum density for the subject property is three units. The project proposes the new construction of a three unit building, increasing the existing site density. In addition, the project proposes commercial space not currently available on-site.

- xviii. If replacing a building not subject to the Residential Rent Stabilization and Arbitration Ordinance, whether the new project replaces all the existing units with new Dwelling Units of a similar size and with the same number of bedrooms.

Project meets criterion.

The existing single-family dwelling is not subject to the Residential Rent Stabilization and Arbitration Ordinance. However, the existing legal dwelling unit has 902 square feet of habitable area and two bedrooms, with an unauthorized unit of approximately 391 square feet at the rear. The proposed second floor dwelling unit has one bedroom and is 592 square feet in size. The third and fourth floors have two townhouse-style dwelling units of approximately 1,412 square feet and 1,447 square feet in size, each with two bedrooms. The new units provide more than the existing square footage and bedroom count.

9. **General Plan Compliance.** The Project is, on balance, consistent with the following Objectives and Policies of the General Plan:

HOUSING ELEMENT

OBJECTIVE 2:

RETAIN EXISTING HOUSING UNITS, AND PROMOTE SAFETY AND MAINTENANCE STANDARDS, WITHOUT JEOPARDIZING AFFORDABILITY.

Policy 2.1:

Discourage the demolition of sound existing housing, unless the demolition results in a net increase in affordable housing.

The Project proposes demolition of a sound residential structure containing a two-bedroom single family dwelling, and an unauthorized unit with one bedroom. However, the new construction proposal will result in three units, two of which will have two bedrooms, and thereby contribute to the general housing stock of the city.

OBJECTIVE 3:

PROTECT THE AFFORDABILITY OF THE EXISTING HOUSING STOCK, ESPECIALLY RENTAL UNITS.

Policy 3.1:

Preserve rental units, especially rent controlled units, to meet the City's affordable housing needs.

Policy 3.3:

Maintain balance in affordability of existing housing stock by supporting affordable moderate ownership opportunities.

Policy 3.4:

Preserve "naturally affordable" housing types, such as smaller and older ownership units.

The property does not contain rent-controlled units. The new construction project will result in an increase in the density of the property and contributes two new units to the existing housing stock.

OBJECTIVE 11:

SUPPORT AND RESPECT THE DIVERSE AND DISTINCT CHARACTER OF SAN FRANCISCO'S NEIGHBORHOODS.

Policy 11.1:

Promote the construction and rehabilitation of well-designed housing that emphasizes beauty, flexibility, and innovative design, and respects existing neighborhood character.

Policy 11.2:

Ensure implementation of accepted design standards in project approvals.

Policy 11.3:

Ensure growth is accommodated without substantially and adversely impacting existing residential neighborhood character.

Policy 11.5:

Ensure densities in established residential areas promote compatibility with prevailing neighborhood character.

The proposed new construction is appropriate in terms of material, scale, proportions and massing for the surrounding neighborhood. Furthermore, the proposal results in an increase in density on the site while maintaining general compliance with the requirements of the Planning Code.

COMMERCE AND INDUSTRY ELEMENT

OBJECTIVE 6:

MAINTAIN AND STRENGTHEN VIABLE NEIGHBORHOOD COMMERCIAL AREAS EASILY ACCESSIBLE TO CITY RESIDENTS.

Policy 6.1:

Ensure and encourage the retention and provision of neighborhood-serving goods and services in the city's neighborhood commercial districts, while recognizing and encouraging diversity among districts.

Policy 6.2:

Promote economically vital neighborhood commercial districts which foster small business enterprises and entrepreneurship and which are responsive to economic and technological innovation in the marketplace and society.

Policy 6.3:

Preserve and promote the mixed commercial-residential character in neighborhood commercial districts. Strike a balance between the preservation of existing affordable housing and needed expansion of commercial activity.

Policy 6.7:

Promote high quality urban design on commercial streets.

The Project provides an opportunity for a new 1,576 square foot ground floor commercial space, as well as a 751 square foot second floor commercial space, which are consistent with the goals for the NC-2 Zoning District. Currently, the subject property does not have any commercial uses. The Project would provide new opportunity for neighborhood-serving retail uses.

URBAN DESIGN

OBJECTIVE 1:

EMPHASIS OF THE CHARACTERISTIC PATTERN WHICH GIVES TO THE CITY AND ITS NEIGHBORHOODS AN IMAGE, A SENSE OF PURPOSE, AND A MEANS OF ORIENTATION.

Policy 1.2:

Recognize, protect and reinforce the existing street pattern, especially as it is related to topography.

The existing street pattern is a mix of predominately two and three story buildings, with a new four story building on the adjacent block to the south. The project proposes new construction that will reinforce the existing pattern at the block face as the building scale is appropriate for the subject block's street frontage. The topography is flat on-site and throughout the immediate neighborhood. The proposed mixed-use development is characteristic of other existing mixed-use buildings located along San Bruno Avenue.

Policy 1.3:

Recognize that buildings, when seen together, produce a total effect that characterizes the city and its districts.

The proposed façade and massing are compatible with the existing neighborhood character and development pattern, particularly because the proposed building is of a similar massing, width and height to the existing structures in the neighborhood. The choice to include stucco as a design material is especially compatible with the two immediately adjacent neighbors.

OBJECTIVE 4:

IMPROVEMENT OF THE NEIGHBORHOOD ENVIRONMENT TO INCREASE PERSONAL SAFETY, COMFORT, PRIDE AND OPPORTUNITY.

Policy 4.13:

Improve pedestrian areas by providing human scale and interest.

The proposed project does not provide vehicular access for off-street parking, thus limiting conflicts with pedestrians and bicyclists. The adjacent sidewalk has an existing street tree. Along the project site, and long the pedestrian experience will be improved.

10. **Planning Code Section 101.1(b)** establishes eight priority-planning policies and requires review of permits for consistency with said policies. On balance, the project does comply with said policies in that:

- A. That existing neighborhood-serving retail uses be preserved and enhanced and future opportunities for resident employment in and ownership of such businesses be enhanced.

Existing neighborhood-serving retail uses would not be displaced or otherwise adversely affected by the proposal, as the existing buildings do not contain commercial uses/spaces. The proposed building would increase neighborhood-serving uses.

- B. That existing housing and neighborhood character be conserved and protected in order to preserve the cultural and economic diversity of our neighborhoods.

The project is compatible with the existing housing and neighborhood character of the immediate neighborhood. The project proposes a height and scale compatible with the adjacent neighbors, and the project proposes adding an additional unit, which is consistent with the higher density buildings on the block.

- C. That the City's supply of affordable housing be preserved and enhanced,

The subject property does not contain any existing affordable housing or rent controlled units. The proposed three dwellings are appropriately sized to promote diversity in the city's housing stock.

- D. That commuter traffic not impede MUNI transit service or overburden our streets or neighborhood parking.

The project meets the permitted density and bicycle parking requirements of the Planning Code; therefore, the Project is not anticipated to impede transit service or overburden our streets with neighborhood parking. The existing curb-cut will be removed and space for on-street parking will be restored.

- E. 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 resident employment and ownership in these sectors be enhanced.

The existing building is residential; therefore the Project would benefit the service sector by increasing leasable space and increasing related employment opportunities.

- F. That the City achieve the greatest possible preparedness to protect against injury and loss of life in an earthquake.

The replacement structure would be built in compliance with San Francisco's current Building Code Standards and would meet all earthquake safety requirements.

- G. That landmarks and historic buildings be preserved.

Landmark or historic buildings do not occupy the Project site.

- H. That our parks and open space and their access to sunlight and vistas be protected from development.

The project will have no negative impact on existing parks and open spaces. The project does not exceed the 40-foot height limit, and is thus not subject to the requirements of Planning Code Section 295 – Height Restrictions on Structures Shadowing Property Under the Jurisdiction of the Recreation and Park Commission. The height of the proposed structures is compatible with the established neighborhood development.

11. The Project is consistent with and would promote the general and specific purposes of the Code provided under Section 101.1(b) in that, as designed, the Project would contribute to the character and stability of the neighborhood and would constitute a beneficial development.
12. The Commission hereby finds that approval of the Conditional Use authorization would promote the health, safety and welfare of the City.

DECISION

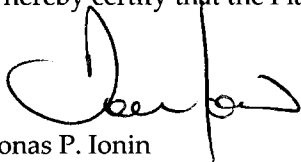
That based upon the Record, the submissions by the Applicant, the staff of the Department and other interested parties, the oral testimony presented to this Commission at the public hearings, and all other written materials submitted by all parties, the Commission hereby **APPROVES Conditional Use Application No. 2014-003173CUA**, subject to the following conditions attached hereto as "EXHIBIT A" which is incorporated herein by reference as though fully set forth.

APPEAL AND EFFECTIVE DATE OF MOTION: Any aggrieved person may appeal this Conditional Use Authorization to the Board of Supervisors within thirty (30) days after the date of this Motion No. 19702. The effective date of this Motion shall be the date of this Motion if not appealed (After the 30-day period has expired) OR the date of the decision of the Board of Supervisors if appealed to the Board of Supervisors. For further information, please contact the Board of Supervisors at (415) 554-5184, City Hall, Room 244, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94012.

Protest of Fee or Exaction: You may protest any fee or exaction subject to Government Code Section 66000 that is imposed as a condition of approval by following the procedures set forth in Government Code Section 66020. The protest must satisfy the requirements of Government Code Section 66020(a) and must be filed within 90 days of the date of the first approval or conditional approval of the development referencing the challenged fee or exaction. For purposes of Government Code Section 66020, the date of imposition of the fee shall be the date of the earliest discretionary approval by the City of the subject development.

If the City has not previously given Notice of an earlier discretionary approval of the project, the Planning Commission's adoption of this Motion, Resolution, Discretionary Review Action or the Zoning Administrator's Variance Decision Letter constitutes the approval or conditional approval of the development and the City hereby gives **NOTICE** that the 90-day protest period under Government Code Section 66020 has begun. If the City has already given Notice that the 90-day approval period has begun for the subject development, then this document does not re-commence the 90-day approval period.

I hereby certify that the Planning Commission **ADOPTED** the foregoing Motion on July 14, 2016.



Jonas P. Ionin
Commission Secretary

AYES: Fong, Richards, Wu, Moore, Johnson, Hillis,

NAYS: Antonini

ABSENT: None

ADOPTED: July 14, 2016

EXHIBIT A

AUTHORIZATION

This authorization is for a conditional use to allow the demolition of a one-story single-family dwelling and an unauthorized unit, and to construct a four-story three-family dwelling, located at 2785 San Bruno Avenue, Lot 018 in Assessor's Block 5450, pursuant to Planning Code Section(s) 303 and 317(d) within the NC-2 District and a 40-X Height and Bulk District; in general conformance with plans, dated April 20, 2015, and stamped "EXHIBIT B" included in the docket for Case No. 2014-003173CUA and subject to conditions of approval reviewed and approved by the Commission on July 14, 2016 under Motion No. 19702. This authorization and the conditions contained herein run with the property and not with a particular Project Sponsor, business, or operator.

RECORDATION OF CONDITIONS OF APPROVAL

Prior to the issuance of the building permit or commencement of use for the Project the Zoning Administrator shall approve and order the recordation of a Notice in the Official Records of the Recorder of the City and County of San Francisco for the subject property. This Notice shall state that the project is subject to the conditions of approval contained herein and reviewed and approved by the Planning Commission on July 14, 2016, under Motion No. 19702.

PRINTING OF CONDITIONS OF APPROVAL ON PLANS

The conditions of approval under the 'Exhibit A' of this Planning Commission Motion No. 19702 shall be reproduced on the Index Sheet of construction plans submitted with the Site or Building permit application for the Project. The Index Sheet of the construction plans shall reference to the Conditional Use authorization and any subsequent amendments or modifications.

SEVERABILITY

The Project shall comply with all applicable City codes and requirements. If any clause, sentence, section or any part of these conditions of approval is for any reason held to be invalid, such invalidity shall not affect or impair other remaining clauses, sentences, or sections of these conditions. This decision conveys no right to construct, or to receive a building permit. "Project Sponsor" shall include any subsequent responsible party.

CHANGES AND MODIFICATIONS

Changes to the approved plans may be approved administratively by the Zoning Administrator. Significant changes and modifications of conditions shall require Planning Commission approval of a new Conditional Use authorization.

Conditions of Approval, Compliance, Monitoring, and Reporting PERFORMANCE

1. **Validity.** The authorization and right vested by virtue of this action is valid for three (3) years from the effective date of the Motion. The Department of Building Inspection shall have issued a Building Permit or Site Permit to construct the project and/or commence the approved use within this three-year period.

For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

2. **Expiration and Renewal.** Should a Building or Site Permit be sought after the three (3) year period has lapsed, the project sponsor must seek a renewal of this Authorization by filing an application for an amendment to the original Authorization or a new application for Authorization. Should the project sponsor decline to so file, and decline to withdraw the permit application, the Commission shall conduct a public hearing in order to consider the revocation of the Authorization. Should the Commission not revoke the Authorization following the closure of the public hearing, the Commission shall determine the extension of time for the continued validity of the Authorization.

For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

3. **Diligent pursuit.** Once a site or Building Permit has been issued, construction must commence within the timeframe required by the Department of Building Inspection and be continued diligently to completion. Failure to do so shall be grounds for the Commission to consider revoking the approval if more than three (3) years have passed since this Authorization was approved.

For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

4. **Extension.** All time limits in the preceding three paragraphs may be extended at the discretion of the Zoning Administrator where implementation of the project is delayed by a public agency, an appeal or a legal challenge and only by the length of time for which such public agency, appeal or challenge has caused delay.

For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

5. **Conformity with Current Law.** No application for Building Permit, Site Permit, or other entitlement shall be approved unless it complies with all applicable provisions of City Codes in effect at the time of such approval.

For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

- a. More specifically, if a fourth unit were to be added in the future the project shall comply with all codes and add an elevator.

DESIGN

6. **Roof Access.** No stair penthouses shall be proposed at the roof level; however, roof hatches or sliding skylights are an acceptable alternative.
7. **Garbage, composting and recycling storage.** Space for the collection and storage of garbage, composting, and recycling shall be provided within enclosed areas on the property and clearly labeled and illustrated on the architectural addenda. Space for the collection and storage of recyclable and compostable materials that meets the size, location, accessibility and other standards specified by the San Francisco Recycling Program shall be provided at the ground level of the buildings.

For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org.

PARKING AND TRAFFIC

8. **Bicycle Parking.** The Project shall provide no fewer than **five** Class 1 and **four** Class 2 bicycle parking spaces as required by Planning Code Sections 155.1 and 155.5.

For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

PROVISIONS

9. **Child Care Fee - Residential.** The Project is subject to the Residential Child Care Fee, as applicable, pursuant to Planning Code Section 414A.

For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sf-planning.org

MONITORING - AFTER ENTITLEMENT

10. **Enforcement.** Violation of any of the Planning Department conditions of approval contained in this Motion or of any other provisions of Planning Code applicable to this Project shall be subject to the enforcement procedures and administrative penalties set forth under Planning Code Section 176 or Section 176.1. The Planning Department may also refer the violation complaints to other city departments and agencies for appropriate enforcement action under their jurisdiction.

For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

11. **Revocation due to Violation of Conditions.** Should implementation of this Project result in complaints from interested property owners, residents, or commercial lessees which are not resolved by the Project Sponsor and found to be in violation of the Planning Code and/or the specific conditions of approval for the Project as set forth in Exhibit A of this Motion, the Zoning Administrator shall refer such complaints to the Commission, after which it may hold a public hearing on the matter to consider revocation of this authorization.

For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, www.sf-planning.org

OPERATION

12. **Sidewalk Maintenance.** The Project Sponsor shall maintain the main entrance to the building and all sidewalks abutting the subject property in a clean and sanitary condition in compliance with the Department of Public Works Streets and Sidewalk Maintenance Standards. *For information about compliance, contact Bureau of Street Use and Mapping, Department of Public Works, 415-695-2017, <http://sfdpw.org/>*

EXHIBIT B

Rental Advertisement on Craig's List website (Craigslist.com)

CL SF bay area >
san francisco >
housing >
sublets & temporary

Posted 2016-08-11 8:19am

\$980 bedroom for rent \$980 (portola district)

image 1 of 8



1 bedroom available in our home for rent. Plenty of natural light in this room. It is located in the heart of Portola District along San Bruno Ave. Currently residing 3 other SFSU students (mid 20s, 3 males), who have their own bedrooms. You will be sharing the bathroom with only 2 housemates since one has his own bathroom. Everyone in the house is neat and clean so we expect you to do the same.

- Ideally looking for another student but will consider others
- \$980 per month (room not available for sharing)
- Quiet neighborhood
- Easily accessible to many great restaurants & cafés less than 5 min away
- Ideal for commuters: easy public transportation to downtown (bus line 8X, 8AX, 8BX, 9, 9L, 54, 44, 29), Hwy 101/280

- No laundry in building but laundromat 4 blocks away
- Located near schools, shopping and Pelaga playground.
- No Smoking, no 420, or pets
- Utilities not included (average about \$65/month for gas, electric, water and trash per person)
- Looking for individuals who are clean, respectful, responsible and can live with housemates

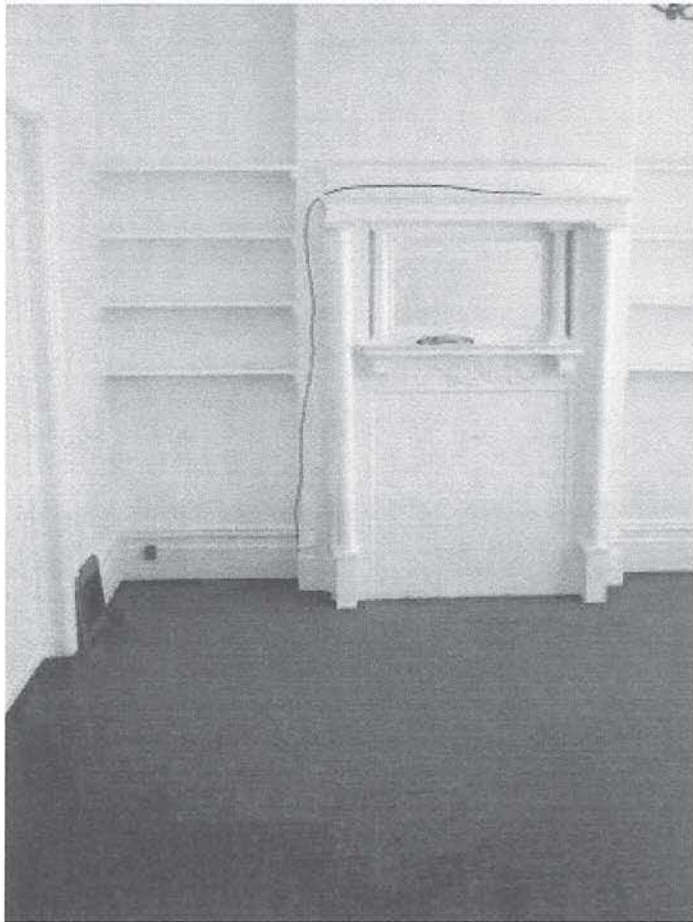
Moving-In Conditions:

- 3 month contract with potential for month-to-month after
- Security Deposit and first month rent due at signing, deposit = 1x monthly rent.
- Move in available as soon as August 22nd.
- Provide credit score, bank statements, and/or pay stubs

****PREFERENCE WILL BE GIVEN TO THOSE WHO CAN PROVIDE A DEPOSIT/AGREEMENT THE QUICKEST.**

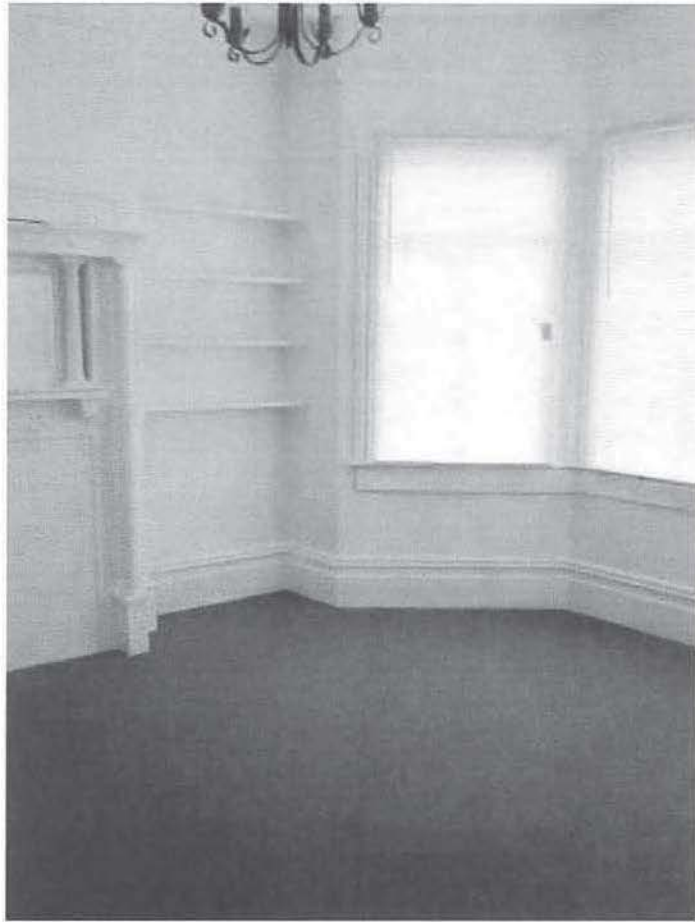
Serious Inquires Only-Please email me for a viewing with available dates, times and phone number. Also tell me about yourself (age/gender/occupation and more if you like), have you had roommates before, and why you are moving or looking for a new place.

do NOT contact me with unsolicited services or offers



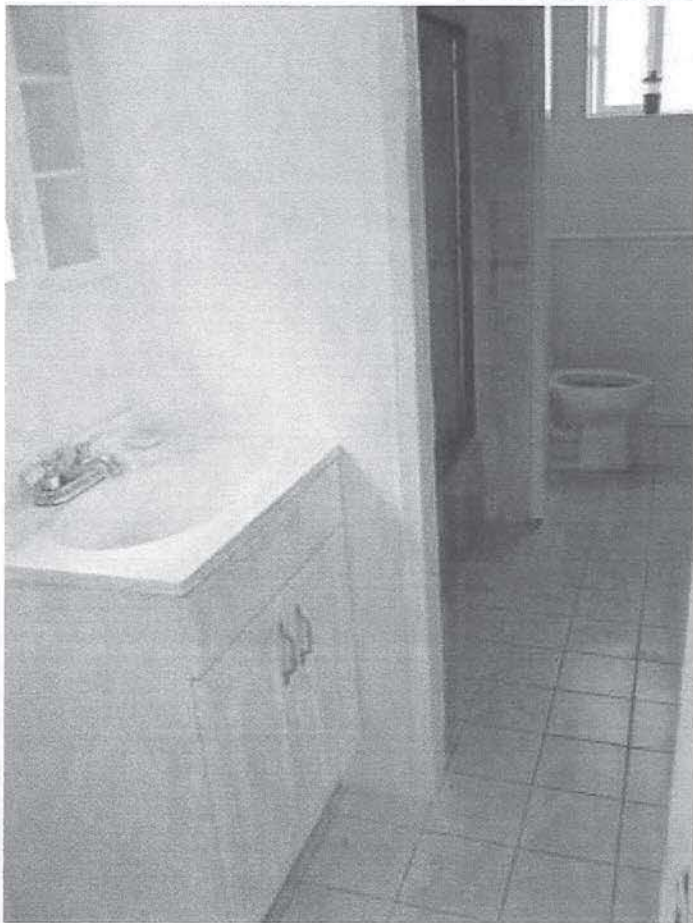
8/15/2016

bedroom for rent \$980



8/15/2016

bedroom for rent \$980



8/15/2016

bedroom for rent \$980





available sep 01

no smoking

private room

no private bath

street parking

reply by email:

mt6g3-
5727192674@hous.craigslist.org



• do NOT contact me with unsolicited services or offers

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EXHIBIT C

August 8, 2014, Lease for the Subject Property

California Residential Lease Agreement

THIS AGREEMENT (hereinafter referred to as the "California Lease Agreement") is made and entered into this 8th day of August, 2014, by and between Qi Nong Ma (hereinafter referred to as "Landlord") and Elizabeth Cooke, Luke Fatora, Julija Zibrat, Samuel Schoenwald (hereinafter referred to as "Tenant." For and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **PROPERTY.** Landlord owns certain real property and improvements located at 2785 San Bruno Ave. SF CA (hereinafter referred to as the "Property"). Landlord desires to lease the Premises to Tenant upon the terms and conditions contained herein. Tenant desires to lease the Premises from Landlord on the terms and conditions as contained herein.

2. **TERM.** This California Lease Agreement shall commence on August 8, 2014 and shall continue as a lease for term. The termination date shall be on August 31, 2015 at 11:59 PM. Upon termination date, Tenant shall be required to vacate the Premises unless one of the following circumstances occur:

- (i) Landlord and Tenant formally extend this California Lease Agreement in writing or create and execute a new, written, and signed California Lease Agreement; or
- (ii) Landlord willingly accepts new Rent from Tenant, which does not constitute past due Rent.

In the event that Landlord accepts new rent from Tenant after the termination date, a month-to-month tenancy shall be created. If at any time either party desires to terminate the month-to-month tenancy, such party may do so by providing to the other party written notice of intention to terminate at least 30 days prior to the desired date of termination of the month-to-month tenancy.

Notices to terminate may be given on any calendar day, irrespective of Commencement Date. Rent shall continue at the rate specified in this California Lease Agreement, or as allowed by law. All other terms and conditions as outlined in this California Lease Agreement shall remain in full force and effect. Time is of the essence for providing notice of termination (strict compliance with dates by which notice must be provided is required).

3. **RENT.** Tenant shall pay to Landlord the sum of \$ 3600.00 per month as Rent for the Term of the Agreement. Due date for Rent payment shall be the 1st day of each calendar month and shall be considered advance payment for that month. Weekends and holidays do not delay or excuse Tenant's obligation to timely pay rent.

A. **Delinquent Rent.** If not paid on the 1st, Rent shall be considered overdue and delinquent on the 2nd day of each calendar month. If Tenant fails to timely pay any month's rent, Tenant will pay Landlord a late charge of \$ 50.00 per day until rent is paid in full. If Landlord **receives** the monthly rent by the 3rd day of the month, Landlord will waive the late charges for that month. Any waiver of late charges under this paragraph will not affect or diminish any other right or remedy Landlord may exercise for Tenant's failure to timely pay rent.

B. **Prorated Rent.** In the event that the Commencement Date is not the 1st of the calendar month, Rent payment remitted on the Commencement Date shall be prorated based on a 30-day period.

- C. Returned Checks. In the event that any payment by Tenant is returned for insufficient funds ("NSF") or if Tenant stops payment, Tenant will pay \$ 50.00 to Landlord for each such check, plus late charges, as described above, until Landlord has received payment. Furthermore, Landlord may require in writing that Tenant pay all future Rent payments by cash, money order, or cashier's check.
 - D. Order in which funds are applied. Landlord will apply all funds received from Tenant first to any non-rent obligations of Tenant including late charges, returned check charges, charge-backs for repairs, brokerage fees, and periodic utilities, then to rent, regardless of any notations on a check.
 - E. Rent Increases. There will be no rent increases through the Termination Date. If this lease is renewed automatically on a month to month basis, Landlord may increase the rent during the renewal period by providing written notice to Tenant that becomes effective the month following the 30th day after the notice is provided.
4. **SECURITY DEPOSIT**. Upon execution of this California Lease Agreement, Tenant shall deposit with Landlord the sum of \$ 3600.00 (which amount is not in excess of two months periodic rent) receipt of which is hereby acknowledged by Landlord, as security for any damage caused to the Premises during the term hereof. Landlord may place the security deposit in an interest bearing account and any interest earned will be paid to Landlord or Landlord's representative.

A. **REFUND**. Upon termination of the tenancy, all funds held by the landlord as security deposit may be applied to the payment of accrued rent and the amount of damages that the landlord has suffered by reason of the tenant's noncompliance with the terms of this California Lease Agreement or with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.

B. **DEDUCTIONS**. Landlord may deduct reasonable charges from the security deposit for:

- (1.) Unpaid or accelerated rent;
- (2.) Late charges;
- (3.) Unpaid utilities;
- (4.) Costs of cleaning, deodorizing, and repairing the Property and its contents for which Tenant is responsible;
- (5.) Pet violation charges;
- (6.) Replacing unreturned keys, garage door openers, or other security devices;
- (7.) The removal of unauthorized locks or fixtures installed by Tenant;
- (8.) Insufficient light bulbs;
- (9.) Packing, removing, and storing abandoned property;
- (10.) Removing abandoned or illegally parked vehicles;

- (11.) Costs of reletting, if Tenant is in default;
- (12.) Attorney fees and costs of court incurred in any proceeding against Tenant;
- (13.) Any fee due for early of removal of an authorized keybox;
- (14.) Other items Tenant is responsible to pay under this Lease.

If deductions exceed the security deposit, Tenant will pay to Landlord the excess within ten days after Landlord makes written demand. The security deposit will be applied first to any non-rent items, including late charges, returned check charges, repairs, brokerage fees, and periodic utilities, then to any unpaid rent.

- 5. **USE OF PREMISES.** The Premises shall be used and occupied solely by Tenant and Tenant's immediate family, consisting of N/A, exclusively, as a private single family dwelling, and no part of the Premises shall be used at any time during the term of this California Lease Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Tenant shall not allow any other person, other than Tenant's immediate family or transient relatives and friends who are guests of Tenant, to use or occupy the Premises without first obtaining Landlord's written consent to such use. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.
- 6. **CONDITION OF PREMISES.** Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition.
- 7. **ASSIGNMENT AND SUB-LETTING.** Tenant shall not assign this California Lease Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. A consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this California Lease Agreement.
- 8. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this California Lease Agreement.
- 9. **NON-DELIVERY OF POSSESSION.** In the event Landlord cannot deliver possession of the Premises to Tenant upon the commencement of the Lease term, through no fault of Landlord or its agents, then Landlord or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Landlord or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Tenant agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Landlord or its agents, then this California Lease Agreement and all rights hereunder shall terminate.

10. **HAZARDOUS MATERIALS.** Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
11. **UTILITIES.** Tenant shall be responsible for arranging for and paying for all utility services required on the Premises.
12. **MAINTENANCE, REPAIR, AND RULES.** Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this California Lease Agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall:
 - A. Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
 - B. Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
 - C. Not obstruct or cover the windows or doors;
 - D. Not leave windows or doors in an open position during any inclement weather;
 - E. Not hang any laundry, clothing, sheets, etc., from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
 - F. Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;
 - G. Keep all air conditioning filters clean and free from dirt;
 - H. Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;
 - I. Tenant's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;
 - J. Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;
 - K. Deposit all trash, garbage, rubbish or refuse in the locations provided and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;
 - L. Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by the Condominium or Homeowners' Association having control over them.

13. **DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this California Lease Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered uninhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such uninhabitable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the California Lease Agreement continue according to its terms.

14. **ACCESS BY LANDLORD.** Landlord and Landlord's agents shall have the right at all reasonable times, and by all reasonable means, without notice, during the term of this California Lease Agreement and any renewal thereof to enter the Premises for the following purposes:

- A. Inspect the Property for condition;
- B. Make repairs;
- C. Show the Property to prospective tenants, prospective purchasers, inspectors, fire marshals, lenders, appraisers, or insurance agents;
- D. Exercise a contractual or statutory lien;
- E. Leave written notice;
- F. Seize nonexempt property after default.

Landlord may prominently display a "For Sale" or "For Lease" or similarly worded sign on the Property during the term of this Lease or any renewal period.

If Tenant fails to permit reasonable access under this Paragraph, Tenant will be in default.

15. **SUBORDINATION OF LEASE.** This California Lease Agreement and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

16. **TENANT'S HOLD OVER.** If Tenant remains in possession of the Premises with the consent of Landlord after the natural expiration of this California Lease Agreement, a new tenancy from month-to-month shall be created between Landlord and Tenant which shall be subject to all of the terms and conditions hereof except that rent shall then be due and owing at \$ N/A per month and except that such tenancy shall be terminable upon fifteen (15) days written notice served by either party.

17. **SURRENDER OF PREMISES.** Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this California Lease Agreement, reasonable use and wear and tear thereof and damages by the elements excepted.

- 18. **ANIMALS.** THERE WILL BE NO ANIMALS, unless authorized by a separate written Pet Addendum to this Residential Lease Agreement. Tenant shall not permit any animal, including mammals, reptiles, birds, fish, rodents, or insects on the property, even temporarily, unless otherwise agreed by a separate written Pet Agreement. If tenant violates the pet restrictions of this Lease, Tenant will pay to Landlord a fee of \$ 200.00 per day per animal for each day Tenant violates the animal restrictions as additional rent for any unauthorized animal. Landlord may remove or cause to be removed any unauthorized animal and deliver it to appropriate local authorities by providing at least 24-hour written notice to Tenant of Landlord's intention to remove the unauthorized animal. Landlord will not be liable for any harm, injury, death, or sickness to any unauthorized animal. Tenant is responsible and liable for any damage or required cleaning to the Property caused by any unauthorized animal and for all costs Landlord may incur in removing or causing any unauthorized animal to be removed.

- 19. **WATERBEDS.** THERE WILL BE NO WATERBEDS, unless authorized by a separate written Waterbed Addendum to this Residential Lease Agreement.

- 20. **QUIET ENJOYMENT.** Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.

- 21. **INDEMNIFICATION.** Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.

- 22. **DEFAULT.** If Landlord breaches this Lease, Tenant may seek any relief provided by law. If Tenant fails to comply with any of the material provisions of this California Lease Agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, within seven (7) days after delivery of written notice by Landlord specifying the non-compliance and indicating the intention of Landlord to terminate the Lease by reason thereof, Landlord may terminate this California Lease Agreement. If Tenant fails to pay rent when due and the default continues for seven (7) days thereafter, Landlord may, at Landlord's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity or may immediately terminate this California Lease Agreement.

- 23. **ABANDONMENT.** If at any time during the term of this California Lease Agreement Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this California Lease Agreement during the balance of the unexpired term, if this California Lease Agreement had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.

- 24. **ATTORNEYS' FEES.** Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.
- 25. **RECORDING OF CALIFORNIA LEASE AGREEMENT.** Tenant shall not record this California Lease Agreement on the Public Records of any public office. In the event that Tenant shall record this California Lease Agreement, this California Lease Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.
- 26. **GOVERNING LAW.** This California Lease Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of California.
- 27. **SEVERABILITY.** If any provision of this California Lease Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this California Lease Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
- 28. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
- 29. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.
- 30. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
- 31. **NON-WAIVER.** No delay, indulgence, waiver, non-enforcement, election or non-election by Landlord under this California Lease Agreement will be deemed to be a waiver of any other breach by Tenant, nor shall it affect Tenant's duties, obligations, and liabilities hereunder.
- 32. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this California Lease Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.
- 33. **NOTICE.** Any notice required or permitted under this Lease or under state law shall be delivered to Tenant at the Property address, and to Landlord at the following address:

- 34. **LEAD-BASED PAINT DISCLOSURE.** If the premises were constructed prior to 1978, Tenant acknowledges receipt of the form entitled "LEAD-BASED PAINT DISCLOSURE" which contains disclosure of information on lead-based paint and/or lead-based paint hazards.
- 35. **DATABASE DISCLOSURE.** NOTICE: The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more, and many other local law enforcement authorities maintain for public access a database of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The data base is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a

Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service. Additional information about sex offenders may be displayed on the Internet at <http://www.meganslaw.ca.gov>.

36. **JOINT AND INDIVIDUAL OBLIGATIONS.** If more than one Tenant signs this Agreement, each one shall be individually and completely responsible for the performance of all obligations of the Tenant under this Agreement, jointly with every other Tenant, and individually, irrespective of whether such Tenant is in possession.
37. **FOREIGN LANGUAGE NEGOTIATION.** If Landlord and Tenant have negotiated this Agreement primarily in Chinese, Tagalog, Korean, or Vietnamese, pursuant to the California Civil Code, Landlord shall provide Tenant a translation of this Agreement in the language used for the negotiation.

As to Landlord this 8th day of August, 20 14.

LANDLORD:

Sign: [Signature]

Print: Linda Huang for Qi Nong Ma Date: 8/8/14

As to Tenant, this 8th day of August, 20 14.

TENANT

Sign: [Signature]

Print: Elizabeth K. Cooke Date: 8/8/14

TENANT:

Sign: [Signature]

Print: Luke Fatora Date: 8/20/14

TENANT

Sign: [Signature]

Print: Julija Zibrat Date: 08/20/14

TENANT:

Sign: [Signature]

Print: Sam Schoenwald Date: 8/20/14

EXHIBIT D

September 1, 2015, Lease for the Subject Property

NN

California Residential Lease Agreement

THIS AGREEMENT (hereinafter referred to as the "California Lease Agreement") is made and entered into this 13th day of August, 2015, by and between Qi Nong Ma (hereinafter referred to as "Landlord") and Natalie Anne Nelson (hereinafter referred to as "Tenant." For and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **PROPERTY.** Landlord owns certain real property and improvements located at 2785 San Bruno Ave SE (hereinafter referred to as the "Property"). Landlord desires to lease the Premises to Tenant upon the terms and conditions contained herein. Tenant desires to lease the Premises from Landlord on the terms and conditions as contained herein.

2. **TERM.** This California Lease Agreement shall commence on September 1, 2015 and shall continue as a lease for term. The termination date shall be on August 31, 2016 at 11:59 PM. Upon termination date, Tenant shall be required to vacate the Premises unless one of the following circumstances occur:

- (i) Landlord and Tenant formally extend this California Lease Agreement in writing or create and execute a new, written, and signed California Lease Agreement; or
- (ii) Landlord willingly accepts new Rent from Tenant, which does not constitute past due Rent.

In the event that Landlord accepts new rent from Tenant after the termination date, a month-to-month tenancy shall be created. If at any time either party desires to terminate the month-to-month tenancy, such party may do so by providing to the other party written notice of intention to terminate at least 30 days prior to the desired date of termination of the month-to-month tenancy.

Notices to terminate may be given on any calendar day, irrespective of Commencement Date. Rent shall continue at the rate specified in this California Lease Agreement, or as allowed by law. All other terms and conditions as outlined in this California Lease Agreement shall remain in full force and effect. Time is of the essence for providing notice of termination (strict compliance with dates by which notice must be provided is required).

3. **RENT.** Tenant shall pay to Landlord the sum of \$ 930.⁰⁰ per month as Rent for the Term of the Agreement. Due date for Rent payment shall be the 1st day of each calendar month and shall be considered advance payment for that month. Weekends and holidays do not delay or excuse Tenant's obligation to timely pay rent.

A. **Delinquent Rent.** If not paid on the 1st, Rent shall be considered overdue and delinquent on the 2nd day of each calendar month. If Tenant fails to timely pay any month's rent, Tenant will pay Landlord a late charge of \$ 2¹⁰ per day until rent is paid in full. If Landlord **receives** the monthly rent by the 3rd day of the month, Landlord will waive the late charges for that month. Any waiver of late charges under this paragraph will not affect or diminish any other right or remedy Landlord may exercise for Tenant's failure to timely pay rent.

B. **Prorated Rent.** In the event that the Commencement Date is not the 1st of the calendar month, Rent payment remitted on the Commencement Date shall be prorated based on a 30-day period.

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- C. Returned Checks. In the event that any payment by Tenant is returned for insufficient funds ("NSF") or if Tenant stops payment, Tenant will pay \$ 50.00 to Landlord for each such check, plus late charges, as described above, until Landlord has received payment. Furthermore, Landlord may require in writing that Tenant pay all future Rent payments by cash, money order, or cashier's check.
- D. Order in which funds are applied. Landlord will apply all funds received from Tenant first to any non-rent obligations of Tenant including late charges, returned check charges, charge-backs for repairs, brokerage fees, and periodic utilities, then to rent, regardless of any notations on a check.
- E. Rent Increases. There will be no rent increases through the Termination Date. If this lease is renewed automatically on a month to month basis, Landlord may increase the rent during the renewal period by providing written notice to Tenant that becomes effective the month following the 30th day after the notice is provided.

4. **SECURITY DEPOSIT.** Upon execution of this California Lease Agreement, Tenant shall deposit with Landlord the sum of \$ 930.00 (which amount is not in excess of two months periodic rent) receipt of which is hereby acknowledged by Landlord, as security for any damage caused to the Premises during the term hereof. Landlord may place the security deposit in an interest bearing account and any interest earned will be paid to Landlord or Landlord's representative.

A. **REFUND.** Upon termination of the tenancy, all funds held by the landlord as security deposit may be applied to the payment of accrued rent and the amount of damages that the landlord has suffered by reason of the tenant's noncompliance with the terms of this California Lease Agreement or with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.

B. **DEDUCTIONS.** Landlord may deduct reasonable charges from the security deposit for:

- (1.) Unpaid or accelerated rent;
- (2.) Late charges;
- (3.) Unpaid utilities;
- (4.) Costs of cleaning, deodorizing, and repairing the Property and its contents for which Tenant is responsible;
- (5.) Pet violation charges;
- (6.) Replacing unreturned keys, garage door openers, or other security devices;
- (7.) The removal of unauthorized locks or fixtures installed by Tenant;
- (8.) Insufficient light bulbs;
- (9.) Packing, removing, and storing abandoned property;
- (10.) Removing abandoned or illegally parked vehicles;

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- (11.) Costs of reletting, if Tenant is in default;
- (12.) Attorney fees and costs of court incurred in any proceeding against Tenant;
- (13.) Any fee due for early of removal of an authorized keybox;
- (14.) Other items Tenant is responsible to pay under this Lease.

If deductions exceed the security deposit, Tenant will pay to Landlord the excess within ten days after Landlord makes written demand. The security deposit will be applied first to any non-rent items, including late charges, returned check charges, repairs, brokerage fees, and periodic utilities, then to any unpaid rent.

5. **USE OF PREMISES.** The Premises shall be used and occupied solely by Tenant and Tenant's immediate family, consisting of N/A, exclusively, as a private single family dwelling, and no part of the Premises shall be used at any time during the term of this California Lease Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Tenant shall not allow any other person, other than Tenant's immediate family or transient relatives and friends who are guests of Tenant, to use or occupy the Premises without first obtaining Landlord's written consent to such use. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.
6. **CONDITION OF PREMISES.** Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition.
7. **ASSIGNMENT AND SUB-LETTING.** Tenant shall not assign this California Lease Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. A consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this California Lease Agreement.
8. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this California Lease Agreement.
9. **NON-DELIVERY OF POSSESSION.** In the event Landlord cannot deliver possession of the Premises to Tenant upon the commencement of the Lease term, through no fault of Landlord or its agents, then Landlord or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Landlord or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Tenant agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Landlord or its agents, then this California Lease Agreement and all rights hereunder shall terminate.

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10. **HAZARDOUS MATERIALS.** Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
11. **UTILITIES.** Tenant shall be responsible for arranging for and paying for all utility services required on the Premises.
12. **MAINTENANCE, REPAIR, AND RULES.** Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this California Lease Agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall:
 - A. Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
 - B. Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
 - C. Not obstruct or cover the windows or doors;
 - D. Not leave windows or doors in an open position during any inclement weather;
 - E. Not hang any laundry, clothing, sheets, etc., from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
 - F. Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;
 - G. Keep all air conditioning filters clean and free from dirt;
 - H. Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;
 - I. Tenant's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;
 - J. Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;
 - K. Deposit all trash, garbage, rubbish or refuse in the locations provided and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;
 - L. Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by the Condominium or Homeowners' Association having control over them.

13. **DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this California Lease Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered uninhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such uninhabitable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the California Lease Agreement continue according to its terms.
14. **ACCESS BY LANDLORD.** Landlord and Landlord's agents shall have the right at all reasonable times, and by all reasonable means, without notice, during the term of this California Lease Agreement and any renewal thereof to enter the Premises for the following purposes:
- A. Inspect the Property for condition;
 - B. Make repairs;
 - C. Show the Property to prospective tenants, prospective purchasers, inspectors, fire marshals, lenders, appraisers, or insurance agents;
 - D. Exercise a contractual or statutory lien;
 - E. Leave written notice;
 - F. Seize nonexempt property after default.

Landlord may prominently display a "For Sale" or "For Lease" or similarly worded sign on the Property during the term of this Lease or any renewal period.

If Tenant fails to permit reasonable access under this Paragraph, Tenant will be in default.

15. **SUBORDINATION OF LEASE.** This California Lease Agreement and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.
16. **TENANT'S HOLD OVER.** If Tenant remains in possession of the Premises with the consent of Landlord after the natural expiration of this California Lease Agreement, a new tenancy from month-to-month shall be created between Landlord and Tenant which shall be subject to all of the terms and conditions hereof except that rent shall then be due and owing at \$ TBD per month and except that such tenancy shall be terminable upon fifteen (15) days written notice served by either party.
17. **SURRENDER OF PREMISES.** Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this California Lease Agreement, reasonable use and wear and tear thereof and damages by the elements excepted.

- 18. **ANIMALS.** THERE WILL BE NO ANIMALS, unless authorized by a separate written Pet Addendum to this Residential Lease Agreement. Tenant shall not permit any animal, including mammals, reptiles, birds, fish, rodents, or insects on the property, even temporarily, unless otherwise agreed by a separate written Pet Agreement. If tenant violates the pet restrictions of this Lease, Tenant will pay to Landlord a fee of \$ 200⁰⁰ per day per animal for each day Tenant violates the animal restrictions as additional rent for any unauthorized animal. Landlord may remove or cause to be removed any unauthorized animal and deliver it to appropriate local authorities by providing at least 24-hour written notice to Tenant of Landlord's intention to remove the unauthorized animal. Landlord will not be liable for any harm, injury, death, or sickness to any unauthorized animal. Tenant is responsible and liable for any damage or required cleaning to the Property caused by any unauthorized animal and for all costs Landlord may incur in removing or causing any unauthorized animal to be removed.

- 19. **WATERBEDS.** THERE WILL BE NO WATERBEDS, unless authorized by a separate written Waterbed Addendum to this Residential Lease Agreement.

- 20. **QUIET ENJOYMENT.** Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.

- 21. **INDEMNIFICATION.** Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.

- 22. **DEFAULT.** If Landlord breaches this Lease, Tenant may seek any relief provided by law. If Tenant fails to comply with any of the material provisions of this California Lease Agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, within seven (7) days after delivery of written notice by Landlord specifying the non-compliance and indicating the intention of Landlord to terminate the Lease by reason thereof, Landlord may terminate this California Lease Agreement. If Tenant fails to pay rent when due and the default continues for seven (7) days thereafter, Landlord may, at Landlord's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity or may immediately terminate this California Lease Agreement.

- 23. **ABANDONMENT.** If at any time during the term of this California Lease Agreement Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this California Lease Agreement during the balance of the unexpired term, if this California Lease Agreement had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.

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24. **ATTORNEYS' FEES.** Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.
25. **RECORDING OF CALIFORNIA LEASE AGREEMENT.** Tenant shall not record this California Lease Agreement on the Public Records of any public office. In the event that Tenant shall record this California Lease Agreement, this California Lease Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.
26. **GOVERNING LAW.** This California Lease Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of California.
27. **SEVERABILITY.** If any provision of this California Lease Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this California Lease Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
28. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
29. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.
30. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
31. **NON-WAIVER.** No delay, indulgence, waiver, non-enforcement, election or non-election by Landlord under this California Lease Agreement will be deemed to be a waiver of any other breach by Tenant, nor shall it affect Tenant's duties, obligations, and liabilities hereunder.
32. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this California Lease Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.
33. **NOTICE.** Any notice required or permitted under this Lease or under state law shall be delivered to Tenant at the Property address, and to Landlord at the following address:
P.O. Box 12577, San Francisco, CA 94112
34. **LEAD-BASED PAINT DISCLOSURE.** If the premises were constructed prior to 1978, Tenant acknowledges receipt of the form entitled "LEAD-BASED PAINT DISCLOSURE" which contains disclosure of information on lead-based paint and/or lead-based paint hazards.
35. **DATABASE DISCLOSURE.** NOTICE: The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more, and many other local law enforcement authorities maintain for public access a database of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The data base is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a

Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service. Additional information about sex offenders may be displayed on the Internet at <http://www.meganslaw.ca.gov>.

36. **JOINT AND INDIVIDUAL OBLIGATIONS.** If more than one Tenant signs this Agreement, each one shall be individually and completely responsible for the performance of all obligations of the Tenant under this Agreement, jointly with every other Tenant, and individually, irrespective of whether such Tenant is in possession.
37. **FOREIGN LANGUAGE NEGOTIATION.** If Landlord and Tenant have negotiated this Agreement primarily in Chinese, Tagalog, Korean, or Vietnamese, pursuant to the California Civil Code, Landlord shall provide Tenant a translation of this Agreement in the language used for the negotiation.

As to Landlord this 13 day of August, 2015.

LANDLORD:

Sign: Undeth

Print: Unda Huang for Qi Nang Date: 8/13/15

As to Tenant, this 13 day of August, 2015.

TENANT

Sign: Natalie Nelson

Print: Natalie Nelson Date: 8/13/15

TENANT:

Sign: _____

Print: _____ Date: _____

California Residential Lease Agreement

THIS AGREEMENT (hereinafter referred to as the "California Lease Agreement") is made and entered into this 1st day of September, 2015, by and between Qi Nong Ma (hereinafter referred to as "Landlord") and Francisco Salazar (hereinafter referred to as "Tenant." For and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **PROPERTY.** Landlord owns certain real property and improvements located at 2785 San Bruno Ave Rm#2 (hereinafter referred to as the "Property"). Landlord desires to lease the Premises to Tenant upon the terms and conditions contained herein. Tenant desires to lease the Premises from Landlord on the terms and conditions as contained herein.

2. **TERM.** This California Lease Agreement shall commence on September 1, 2015 and shall continue as a lease for term. The termination date shall be on August 31, 2016 at 11:59 PM. Upon termination date, Tenant shall be required to vacate the Premises unless one of the following circumstances occur:

- (i) Landlord and Tenant formally extend this California Lease Agreement in writing or create and execute a new, written, and signed California Lease Agreement; or
- (ii) Landlord willingly accepts new Rent from Tenant, which does not constitute past due Rent.

In the event that Landlord accepts new rent from Tenant after the termination date, a month-to-month tenancy shall be created. If at any time either party desires to terminate the month-to-month tenancy, such party may do so by providing to the other party written notice of intention to terminate at least 30 days prior to the desired date of termination of the month-to-month tenancy.

Notices to terminate may be given on any calendar day, irrespective of Commencement Date. Rent shall continue at the rate specified in this California Lease Agreement, or as allowed by law. All other terms and conditions as outlined in this California Lease Agreement shall remain in full force and effect. Time is of the essence for providing notice of termination (strict compliance with dates by which notice must be provided is required).

3. **RENT.** Tenant shall pay to Landlord the sum of \$ 950.⁰⁰ per month as Rent for the Term of the Agreement. Due date for Rent payment shall be the 1st day of each calendar month and shall be considered advance payment for that month. Weekends and holidays do not delay or excuse Tenant's obligation to timely pay rent.

A. **Delinquent Rent.** If not paid on the 1st, Rent shall be considered overdue and delinquent on the 2nd day of each calendar month. If Tenant fails to timely pay any month's rent, Tenant will pay Landlord a late charge of \$ 2% per day until rent is paid in full. If Landlord **receives** the monthly rent by the 3rd day of the month, Landlord will waive the late charges for that month. Any waiver of late charges under this paragraph will not affect or diminish any other right or remedy Landlord may exercise for Tenant's failure to timely pay rent.

B. **Prorated Rent.** In the event that the Commencement Date is not the 1st of the calendar month, Rent payment remitted on the Commencement Date shall be prorated based on a 30-day period.

- C. Returned Checks. In the event that any payment by Tenant is returned for insufficient funds ("NSF") or if Tenant stops payment, Tenant will pay \$ 50.00 to Landlord for each such check, plus late charges, as described above, until Landlord has **received** payment. Furthermore, Landlord may require in writing that Tenant pay all future Rent payments by cash, money order, or cashier's check.
- D. Order in which funds are applied. Landlord will apply all funds received from Tenant first to any non-rent obligations of Tenant including late charges, returned check charges, charge-backs for repairs, brokerage fees, and periodic utilities, then to rent, regardless of any notations on a check.
- E. Rent Increases. There will be no rent increases through the Termination Date. If this lease is renewed automatically on a month to month basis, Landlord may increase the rent during the renewal period by providing written notice to Tenant that becomes effective the month following the 30th day after the notice is provided.
4. **SECURITY DEPOSIT**. Upon execution of this California Lease Agreement, Tenant shall deposit with Landlord the sum of \$ 950.00 (which amount is not in excess of two months periodic rent) receipt of which is hereby acknowledged by Landlord, as security for any damage caused to the Premises during the term hereof. Landlord may place the security deposit in an interest bearing account and any interest earned will be paid to Landlord or Landlord's representative.

A. **REFUND**. Upon termination of the tenancy, all funds held by the landlord as security deposit may be applied to the payment of accrued rent and the amount of damages that the landlord has suffered by reason of the tenant's noncompliance with the terms of this California Lease Agreement or with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.

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- (11.) Costs of reletting, if Tenant is in default;
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If deductions exceed the security deposit, Tenant will pay to Landlord the excess within ten days after Landlord makes written demand. The security deposit will be applied first to any non-rent items, including late charges, returned check charges, repairs, brokerage fees, and periodic utilities, then to any unpaid rent.

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- 6. **CONDITION OF PREMISES.** Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenable condition.
- 7. **ASSIGNMENT AND SUB-LETTING.** Tenant shall not assign this California Lease Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. A consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this California Lease Agreement.
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 - B. Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
 - C. Not obstruct or cover the windows or doors;
 - D. Not leave windows or doors in an open position during any inclement weather;
 - E. Not hang any laundry, clothing, sheets, etc., from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
 - F. Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;
 - G. Keep all air conditioning filters clean and free from dirt;
 - H. Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;
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13. **DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this California Lease Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered uninhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such uninhabitable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the California Lease Agreement continue according to its terms.

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If Tenant fails to permit reasonable access under this Paragraph, Tenant will be in default.

15. **SUBORDINATION OF LEASE.** This California Lease Agreement and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

16. **TENANT'S HOLD OVER.** If Tenant remains in possession of the Premises with the consent of Landlord after the natural expiration of this California Lease Agreement, a new tenancy from month-to-month shall be created between Landlord and Tenant which shall be subject to all of the terms and conditions hereof except that rent shall then be due and owing at \$ TBD / NA per month and except that such tenancy shall be terminable upon fifteen (15) days written notice served by either party.

17. **SURRENDER OF PREMISES.** Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this California Lease Agreement, reasonable use and wear and tear thereof and damages by the elements excepted.

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18. **ANIMALS.** THERE WILL BE NO ANIMALS, unless authorized by a separate written Pet Addendum to this Residential Lease Agreement. Tenant shall not permit any animal, including mammals, reptiles, birds, fish, rodents, or insects on the property, even temporarily, unless otherwise agreed by a separate written Pet Agreement. If tenant violates the pet restrictions of this Lease, Tenant will pay to Landlord a fee of \$ 200.00 per day per animal for each day Tenant violates the animal restrictions as additional rent for any unauthorized animal. Landlord may remove or cause to be removed any unauthorized animal and deliver it to appropriate local authorities by providing at least 24-hour written notice to Tenant of Landlord's intention to remove the unauthorized animal. Landlord will not be liable for any harm, injury, death, or sickness to any unauthorized animal. Tenant is responsible and liable for any damage or required cleaning to the Property caused by any unauthorized animal and for all costs Landlord may incur in removing or causing any unauthorized animal to be removed.
19. **WATERBEDS.** THERE WILL BE NO WATERBEDS, unless authorized by a separate written Waterbed Addendum to this Residential Lease Agreement.
20. **QUIET ENJOYMENT.** Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.
21. **INDEMNIFICATION.** Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.
22. **DEFAULT.** If Landlord breaches this Lease, Tenant may seek any relief provided by law. If Tenant fails to comply with any of the material provisions of this California Lease Agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, within seven (7) days after delivery of written notice by Landlord specifying the non-compliance and indicating the intention of Landlord to terminate the Lease by reason thereof, Landlord may terminate this California Lease Agreement. If Tenant fails to pay rent when due and the default continues for seven (7) days thereafter, Landlord may, at Landlord's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity or may immediately terminate this California Lease Agreement.
23. **ABANDONMENT.** If at any time during the term of this California Lease Agreement Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this California Lease Agreement during the balance of the unexpired term, if this California Lease Agreement had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.

- 24. **ATTORNEYS' FEES.** Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.
- 25. **RECORDING OF CALIFORNIA LEASE AGREEMENT.** Tenant shall not record this California Lease Agreement on the Public Records of any public office. In the event that Tenant shall record this California Lease Agreement, this California Lease Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.
- 26. **GOVERNING LAW.** This California Lease Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of California.
- 27. **SEVERABILITY.** If any provision of this California Lease Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this California Lease Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
- 28. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
- 29. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.
- 30. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
- 31. **NON-WAIVER.** No delay, indulgence, waiver, non-enforcement, election or non-election by Landlord under this California Lease Agreement will be deemed to be a waiver of any other breach by Tenant, nor shall it affect Tenant's duties, obligations, and liabilities hereunder.
- 32. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this California Lease Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.
- 33. **NOTICE.** Any notice required or permitted under this Lease or under state law shall be delivered to Tenant at the Property address, and to Landlord at the following address:
PO BOX 12577, San Francisco CA 94112
- 34. **LEAD-BASED PAINT DISCLOSURE.** If the premises were constructed prior to 1978, Tenant acknowledges receipt of the form entitled "LEAD-BASED PAINT DISCLOSURE" which contains disclosure of information on lead-based paint and/or lead-based paint hazards.
- 35. **DATABASE DISCLOSURE.** NOTICE: The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more, and many other local law enforcement authorities maintain for public access a database of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The data base is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a

Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service. Additional information about sex offenders may be displayed on the Internet at <http://www.meganslaw.ca.gov>.

36. **JOINT AND INDIVIDUAL OBLIGATIONS.** If more than one Tenant signs this Agreement, each one shall be individually and completely responsible for the performance of all obligations of the Tenant under this Agreement, jointly with every other Tenant, and individually, irrespective of whether such Tenant is in possession.
37. **FOREIGN LANGUAGE NEGOTIATION.** If Landlord and Tenant have negotiated this Agreement primarily in Chinese, Tagalog, Korean, or Vietnamese, pursuant to the California Civil Code, Landlord shall provide Tenant a translation of this Agreement in the language used for the negotiation.

As to Landlord this 1st day of September, 2015.

LANDLORD:

Sign: 

Print: Linda Huang for Qi Nong Ma Date: 9/1/15

As to Tenant, this 1st day of September, 2015.

TENANT

Sign: 

Print: Franca Salazar Date: 9/1/15

TENANT:

Sign: _____

Print: _____ Date: _____

EXHIBIT E

May 9, 2016, Lease for the Subject Property

California Residential Lease Agreement

THIS AGREEMENT (hereinafter referred to as the "California Lease Agreement") is made and entered into this 9 day of May, 2016, by and between DIONG MA (hereinafter referred to as "Landlord") and Misael E. Saldana (hereinafter referred to as "Tenant." For and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **PROPERTY.** Landlord owns certain real property and improvements located at 285 SAN BRUNO AVE #3 (hereinafter referred to as the "Property"). Landlord desires to lease the Premises to Tenant upon the terms and conditions contained herein. Tenant desires to lease the Premises from Landlord on the terms and conditions as contained herein.

2. **TERM.** This California Lease Agreement shall commence on June 1, 2016 and shall continue as a lease for term. The termination date shall be on November 30, 2016 at 11:59 PM. Upon termination date, Tenant shall be required to vacate the Premises unless one of the following circumstances occur:

- (i) Landlord and Tenant formally extend this California Lease Agreement in writing or create and execute a new, written, and signed California Lease Agreement; or
- (ii) Landlord willingly accepts new Rent from Tenant, which does not constitute past due Rent.

In the event that Landlord accepts new rent from Tenant after the termination date, a month-to-month tenancy shall be created. If at any time either party desires to terminate the month-to-month tenancy, such party may do so by providing to the other party written notice of intention to terminate at least 30 days prior to the desired date of termination of the month-to-month tenancy.

Notices to terminate may be given on any calendar day, irrespective of Commencement Date. Rent shall continue at the rate specified in this California Lease Agreement, or as allowed by law. All other terms and conditions as outlined in this California Lease Agreement shall remain in full force and effect. Time is of the essence for providing notice of termination (strict compliance with dates by which notice must be provided is required).

3. **RENT.** Tenant shall pay to Landlord the sum of \$ 900.00 per month as Rent for the Term of the Agreement. Due date for Rent payment shall be the 1st day of each calendar month and shall be considered advance payment for that month. Weekends and holidays do not delay or excuse Tenant's obligation to timely pay rent.

A. **Delinquent Rent.** If not paid on the 1st, Rent shall be considered overdue and delinquent on the 2nd day of each calendar month. If Tenant fails to timely pay any month's rent, Tenant will pay Landlord a late charge of \$ 15.00 per day until rent is paid in full. If Landlord **receives** the monthly rent by the 3rd day of the month, Landlord will waive the late charges for that month. Any waiver of late charges under this paragraph will not affect or diminish any other right or remedy Landlord may exercise for Tenant's failure to timely pay rent.

B. **Prorated Rent.** In the event that the Commencement Date is not the 1st of the calendar month, Rent payment remitted on the Commencement Date shall be prorated based on a 30-day period.

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- C. Returned Checks. In the event that any payment by Tenant is returned for insufficient funds ("NSF") or if Tenant stops payment, Tenant will pay \$ 50.00 to Landlord for each such check, plus late charges, as described above, until Landlord has received payment. Furthermore, Landlord may require in writing that Tenant pay all future Rent payments by cash, money order, or cashier's check.
 - D. Order in which funds are applied. Landlord will apply all funds received from Tenant first to any non-rent obligations of Tenant including late charges, returned check charges, charge-backs for repairs, brokerage fees, and periodic utilities, then to rent, regardless of any notations on a check.
 - E. Rent Increases. There will be no rent increases through the Termination Date. If this lease is renewed automatically on a month to month basis, Landlord may increase the rent during the renewal period by providing written notice to Tenant that becomes effective the month following the 30th day after the notice is provided.

4. **SECURITY DEPOSIT**. Upon execution of this California Lease Agreement, Tenant shall deposit with Landlord the sum of \$ 900.00 (which amount is not in excess of two months periodic rent) receipt of which is hereby acknowledged by Landlord, as security for any damage caused to the Premises during the term hereof. Landlord may place the security deposit in an interest bearing account and any interest earned will be paid to Landlord or Landlord's representative.

A. **REFUND**. Upon termination of the tenancy, all funds held by the landlord as security deposit may be applied to the payment of accrued rent and the amount of damages that the landlord has suffered by reason of the tenant's noncompliance with the terms of this California Lease Agreement or with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.


B. **DEDUCTIONS**. Landlord may deduct reasonable charges from the security deposit for:

- (1.) Unpaid or accelerated rent;
- (2.) Late charges;
- (3.) Unpaid utilities;
- (4.) Costs of cleaning, deodorizing, and repairing the Property and its contents for which Tenant is responsible;
- (5.) Pet violation charges;
- (6.) Replacing unreturned keys, garage door openers, or other security devices;
- (7.) The removal of unauthorized locks or fixtures installed by Tenant;
- (8.) Insufficient light bulbs;
- (9.) Packing, removing, and storing abandoned property;
- (10.) Removing abandoned or illegally parked vehicles;

- (11.) Costs of reletting, if Tenant is in default;
- (12.) Attorney fees and costs of court incurred in any proceeding against Tenant;
- (13.) Any fee due for early of removal of an authorized keybox;
- (14.) Other items Tenant is responsible to pay under this Lease.

If deductions exceed the security deposit, Tenant will pay to Landlord the excess within ten days after Landlord makes written demand. The security deposit will be applied first to any non-rent items, including late charges, returned check charges, repairs, brokerage fees, and periodic utilities, then to any unpaid rent.

- 5. **USE OF PREMISES.** The Premises shall be used and occupied solely by Tenant and Tenant's immediate family, consisting of none, exclusively, as a private single family dwelling, and no part of the Premises shall be used at any time during the term of this California Lease Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Tenant shall not allow any other person, other than Tenant's immediate family or transient relatives and friends who are guests of Tenant, to use or occupy the Premises without first obtaining Landlord's written consent to such use. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.
- 6. **CONDITION OF PREMISES.** Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition.
- 7. **ASSIGNMENT AND SUB-LETTING.** Tenant shall not assign this California Lease Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. A consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this California Lease Agreement.
- 8. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this California Lease Agreement.
- 9. **NON-DELIVERY OF POSSESSION.** In the event Landlord cannot deliver possession of the Premises to Tenant upon the commencement of the Lease term, through no fault of Landlord or its agents, then Landlord or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Landlord or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Tenant agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Landlord or its agents, then this California Lease Agreement and all rights hereunder shall terminate.

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10. **HAZARDOUS MATERIALS.** Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
11. **UTILITIES.** Tenant shall be responsible for arranging for and paying for all utility services required on the Premises.
12. **MAINTENANCE, REPAIR, AND RULES.** Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this California Lease Agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall:
- A. Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
 - B. Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
 - C. Not obstruct or cover the windows or doors;
 - D. Not leave windows or doors in an open position during any inclement weather;
 - E. Not hang any laundry, clothing, sheets, etc., from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
 - F. Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;
 - G. Keep all air conditioning filters clean and free from dirt;
 - H. Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;
 - I. Tenant's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;
 - J. Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;
 - K. Deposit all trash, garbage, rubbish or refuse in the locations provided and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;
 - L. Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by the Condominium or Homeowners' Association having control over them.

13. **DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this California Lease Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered uninhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such uninhabitable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the California Lease Agreement continue according to its terms.

14. **ACCESS BY LANDLORD.** Landlord and Landlord's agents shall have the right at all reasonable times, and by all reasonable means, without notice, during the term of this California Lease Agreement and any renewal thereof to enter the Premises for the following purposes:

- A. Inspect the Property for condition;
- B. Make repairs;
- C. Show the Property to prospective tenants, prospective purchasers, inspectors, fire marshals, lenders, appraisers, or insurance agents;
- D. Exercise a contractual or statutory lien;
- E. Leave written notice;
- F. Seize nonexempt property after default.

Landlord may prominently display a "For Sale" or "For Lease" or similarly worded sign on the Property during the term of this Lease or any renewal period.

If Tenant fails to permit reasonable access under this Paragraph, Tenant will be in default.

15. **SUBORDINATION OF LEASE.** This California Lease Agreement and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

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17. **SURRENDER OF PREMISES.** Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this California Lease Agreement, reasonable use and wear and tear thereof and damages by the elements excepted.

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 19. **WATERBEDS.** THERE WILL BE NO WATERBEDS, unless authorized by a separate written Waterbed Addendum to this Residential Lease Agreement.
 20. **QUIET ENJOYMENT.** Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.
 21. **INDEMNIFICATION.** Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.
 22. **DEFAULT.** If Landlord breaches this Lease, Tenant may seek any relief provided by law. If Tenant fails to comply with any of the material provisions of this California Lease Agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, within seven (7) days after delivery of written notice by Landlord specifying the non-compliance and indicating the intention of Landlord to terminate the Lease by reason thereof, Landlord may terminate this California Lease Agreement. If Tenant fails to pay rent when due and the default continues for seven (7) days thereafter, Landlord may, at Landlord's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity or may immediately terminate this California Lease Agreement.
 23. **ABANDONMENT.** If at any time during the term of this California Lease Agreement Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this California Lease Agreement during the balance of the unexpired term, if this California Lease Agreement had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.

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- 24. **ATTORNEYS' FEES.** Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.
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- 27. **SEVERABILITY.** If any provision of this California Lease Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this California Lease Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
- 28. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
- 29. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.
- 30. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
- 31. **NON-WAIVER.** No delay, indulgence, waiver, non-enforcement, election or non-election by Landlord under this California Lease Agreement will be deemed to be a waiver of any other breach by Tenant, nor shall it affect Tenant's duties, obligations, and liabilities hereunder.
- 32. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this California Lease Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.
- 33. **NOTICE.** Any notice required or permitted under this Lease or under state law shall be delivered to Tenant at the Property address, and to Landlord at the following address:
PO BOX 12577, San Francisco CA 94112
- 34. **LEAD-BASED PAINT DISCLOSURE.** If the premises were constructed prior to 1978, Tenant acknowledges receipt of the form entitled "LEAD-BASED PAINT DISCLOSURE" which contains disclosure of information on lead-based paint and/or lead-based paint hazards.
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Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service. Additional information about sex offenders may be displayed on the Internet at <http://www.meganslaw.ca.gov>.

36. **JOINT AND INDIVIDUAL OBLIGATIONS.** If more than one Tenant signs this Agreement, each one shall be individually and completely responsible for the performance of all obligations of the Tenant under this Agreement, jointly with every other Tenant, and individually, irrespective of whether such Tenant is in possession.
37. **FOREIGN LANGUAGE NEGOTIATION.** If Landlord and Tenant have negotiated this Agreement primarily in Chinese, Tagalog, Korean, or Vietnamese, pursuant to the California Civil Code, Landlord shall provide Tenant a translation of this Agreement in the language used for the negotiation.

As to Landlord this _____ day of _____, 20____.

LANDLORD:

Sign: _____

Print: _____ Date: _____

As to Tenant, this _____ day of _____, 20____.

TENANT

Sign: Misael

Print: Misael Saldana Date: 5/9/2016

TENANT:

Sign: _____

Print: _____ Date: _____

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California Residential Lease Agreement

THIS AGREEMENT (hereinafter referred to as the "California Lease Agreement") is made and entered into this 9 day of May, 2016, by and between Qi Nong Ma (hereinafter referred to as "Landlord") and Eric D. Gorman (hereinafter referred to as "Tenant." For and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **PROPERTY.** Landlord owns certain real property and improvements located at 2185 San Bruno Ave. #4 (hereinafter referred to as the "Property"). Landlord desires to lease the Premises to Tenant upon the terms and conditions contained herein. Tenant desires to lease the Premises from Landlord on the terms and conditions as contained herein.

2. **TERM.** This California Lease Agreement shall commence on June 1, 2016 and shall continue as a lease for term. The termination date shall be on November 30, 2016 at 11:59 PM. Upon termination date, Tenant shall be required to vacate the Premises unless one of the following circumstances occur:

- (i) Landlord and Tenant formally extend this California Lease Agreement in writing or create and execute a new, written, and signed California Lease Agreement; or
- (ii) Landlord willingly accepts new Rent from Tenant, which does not constitute past due Rent.

In the event that Landlord accepts new rent from Tenant after the termination date, a month-to-month tenancy shall be created. If at any time either party desires to terminate the month-to-month tenancy, such party may do so by providing to the other party written notice of intention to terminate at least 30 days prior to the desired date of termination of the month-to-month tenancy.

Notices to terminate may be given on any calendar day, irrespective of Commencement Date. Rent shall continue at the rate specified in this California Lease Agreement, or as allowed by law. All other terms and conditions as outlined in this California Lease Agreement shall remain in full force and effect. Time is of the essence for providing notice of termination (strict compliance with dates by which notice must be provided is required).

3. **RENT.** Tenant shall pay to Landlord the sum of \$ 990.00 per month as Rent for the Term of the Agreement. Due date for Rent payment shall be the 1st day of each calendar month and shall be considered advance payment for that month. Weekends and holidays do not delay or excuse Tenant's obligation to timely pay rent.

A. **Delinquent Rent.** If not paid on the 1st, Rent shall be considered overdue and delinquent on the 2nd day of each calendar month. If Tenant fails to timely pay any month's rent, Tenant will pay Landlord a late charge of \$ 15.00 per day until rent is paid in full. If Landlord **receives** the monthly rent by the 3rd day of the month, Landlord will waive the late charges for that month. Any waiver of late charges under this paragraph will not affect or diminish any other right or remedy Landlord may exercise for Tenant's failure to timely pay rent.

B. **Prorated Rent.** In the event that the Commencement Date is not the 1st of the calendar month, Rent payment remitted on the Commencement Date shall be prorated based on a 30-day period.

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- C. Returned Checks. In the event that any payment by Tenant is returned for insufficient funds ("NSF") or if Tenant stops payment, Tenant will pay \$ 50.00 to Landlord for each such check, plus late charges, as described above, until Landlord has received payment. Furthermore, Landlord may require in writing that Tenant pay all future Rent payments by cash, money order, or cashier's check.
 - D. Order in which funds are applied. Landlord will apply all funds received from Tenant first to any non-rent obligations of Tenant including late charges, returned check charges, charge-backs for repairs, brokerage fees, and periodic utilities, then to rent, regardless of any notations on a check.
 - E. Rent Increases. There will be no rent increases through the Termination Date. If this lease is renewed automatically on a month to month basis, Landlord may increase the rent during the renewal period by providing written notice to Tenant that becomes effective the month following the 30th day after the notice is provided.

4. **SECURITY DEPOSIT**. Upon execution of this California Lease Agreement, Tenant shall deposit with Landlord the sum of \$ 990.00 (which amount is not in excess of two months periodic rent) receipt of which is hereby acknowledged by Landlord, as security for any damage caused to the Premises during the term hereof. Landlord may place the security deposit in an interest bearing account and any interest earned will be paid to Landlord or Landlord's representative.

A. **REFUND**. Upon termination of the tenancy, all funds held by the landlord as security deposit may be applied to the payment of accrued rent and the amount of damages that the landlord has suffered by reason of the tenant's noncompliance with the terms of this California Lease Agreement or with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.


B. **DEDUCTIONS**. Landlord may deduct reasonable charges from the security deposit for:

- (1.) Unpaid or accelerated rent;
- (2.) Late charges;
- (3.) Unpaid utilities;
- (4.) Costs of cleaning, deodorizing, and repairing the Property and its contents for which Tenant is responsible;
- (5.) Pet violation charges;
- (6.) Replacing unreturned keys, garage door openers, or other security devices;
- (7.) The removal of unauthorized locks or fixtures installed by Tenant;
- (8.) Insufficient light bulbs;
- (9.) Packing, removing, and storing abandoned property;
- (10.) Removing abandoned or illegally parked vehicles;

- (11.) Costs of reletting, if Tenant is in default;
- (12.) Attorney fees and costs of court incurred in any proceeding against Tenant;
- (13.) Any fee due for early of removal of an authorized keybox;
- (14.) Other items Tenant is responsible to pay under this Lease.

If deductions exceed the security deposit, Tenant will pay to Landlord the excess within ten days after Landlord makes written demand. The security deposit will be applied first to any non-rent items, including late charges, returned check charges, repairs, brokerage fees, and periodic utilities, then to any unpaid rent.

5. **USE OF PREMISES.** The Premises shall be used and occupied solely by Tenant and Tenant's immediate family, consisting of none, exclusively, as a private single family dwelling, and no part of the Premises shall be used at any time during the term of this California Lease Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Tenant shall not allow any other person, other than Tenant's immediate family or transient relatives and friends who are guests of Tenant, to use or occupy the Premises without first obtaining Landlord's written consent to such use. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.
6. **CONDITION OF PREMISES.** Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition.
7. **ASSIGNMENT AND SUB-LETTING.** Tenant shall not assign this California Lease Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. A consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this California Lease Agreement.
8. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this California Lease Agreement.
9. **NON-DELIVERY OF POSSESSION.** In the event Landlord cannot deliver possession of the Premises to Tenant upon the commencement of the Lease term, through no fault of Landlord or its agents, then Landlord or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Landlord or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Tenant agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Landlord or its agents, then this California Lease Agreement and all rights hereunder shall terminate.

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10. **HAZARDOUS MATERIALS.** Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
 11. **UTILITIES.** Tenant shall be responsible for arranging for and paying for all utility services required on the Premises.
 12. **MAINTENANCE, REPAIR, AND RULES.** Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this California Lease Agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall:
 - A. Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
 - B. Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
 - C. Not obstruct or cover the windows or doors;
 - D. Not leave windows or doors in an open position during any inclement weather;
 - E. Not hang any laundry, clothing, sheets, etc., from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
 - F. Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;
 - G. Keep all air conditioning filters clean and free from dirt;
 - H. Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;
 - I. Tenant's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;
 - J. Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;
 - K. Deposit all trash, garbage, rubbish or refuse in the locations provided and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;
 - L. Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by the Condominium or Homeowners' Association having control over them.

13. **DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this California Lease Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered uninhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such uninhabitable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the California Lease Agreement continue according to its terms.
14. **ACCESS BY LANDLORD.** Landlord and Landlord's agents shall have the right at all reasonable times, and by all reasonable means, without notice, during the term of this California Lease Agreement and any renewal thereof to enter the Premises for the following purposes:
- A. Inspect the Property for condition;
 - B. Make repairs;
 - C. Show the Property to prospective tenants, prospective purchasers, inspectors, fire marshals, lenders, appraisers, or insurance agents;
 - D. Exercise a contractual or statutory lien;
 - E. Leave written notice;
 - F. Seize nonexempt property after default.
- Landlord may prominently display a "For Sale" or "For Lease" or similarly worded sign on the Property during the term of this Lease or any renewal period.
- If Tenant fails to permit reasonable access under this Paragraph, Tenant will be in default.
15. **SUBORDINATION OF LEASE.** This California Lease Agreement and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.
16. **TENANT'S HOLD OVER.** If Tenant remains in possession of the Premises with the consent of Landlord after the natural expiration of this California Lease Agreement, a new tenancy from month-to-month shall be created between Landlord and Tenant which shall be subject to all of the terms and conditions hereof except that rent shall then be due and owing at \$ 980.00 per month and except that such tenancy shall be terminable upon fifteen (15) days written notice served by either party.
17. **SURRENDER OF PREMISES.** Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this California Lease Agreement, reasonable use and wear and tear thereof and damages by the elements excepted.

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18. **ANIMALS.** THERE WILL BE NO ANIMALS, unless authorized by a separate written Pet Addendum to this Residential Lease Agreement. Tenant shall not permit any animal, including mammals, reptiles, birds, fish, rodents, or insects on the property, even temporarily, unless otherwise agreed by a separate written Pet Agreement. If tenant violates the pet restrictions of this Lease, Tenant will pay to Landlord a fee of \$ 200.00 per day per animal for each day Tenant violates the animal restrictions as additional rent for any unauthorized animal. Landlord may remove or cause to be removed any unauthorized animal and deliver it to appropriate local authorities by providing at least 24-hour written notice to Tenant of Landlord's intention to remove the unauthorized animal. Landlord will not be liable for any harm, injury, death, or sickness to any unauthorized animal. Tenant is responsible and liable for any damage or required cleaning to the Property caused by any unauthorized animal and for all costs Landlord may incur in removing or causing any unauthorized animal to be removed.
 19. **WATERBEDS.** THERE WILL BE NO WATERBEDS, unless authorized by a separate written Waterbed Addendum to this Residential Lease Agreement.
 20. **QUIET ENJOYMENT.** Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.
 21. **INDEMNIFICATION.** Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.
 22. **DEFAULT.** If Landlord breaches this Lease, Tenant may seek any relief provided by law. If Tenant fails to comply with any of the material provisions of this California Lease Agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, within seven (7) days after delivery of written notice by Landlord specifying the non-compliance and indicating the intention of Landlord to terminate the Lease by reason thereof, Landlord may terminate this California Lease Agreement. If Tenant fails to pay rent when due and the default continues for seven (7) days thereafter, Landlord may, at Landlord's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity or may immediately terminate this California Lease Agreement.
 23. **ABANDONMENT.** If at any time during the term of this California Lease Agreement Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this California Lease Agreement during the balance of the unexpired term, if this California Lease Agreement had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.

- 24. **ATTORNEYS' FEES.** Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.
- 25. **RECORDING OF CALIFORNIA LEASE AGREEMENT.** Tenant shall not record this California Lease Agreement on the Public Records of any public office. In the event that Tenant shall record this California Lease Agreement, this California Lease Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.
- 26. **GOVERNING LAW.** This California Lease Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of California.
- 27. **SEVERABILITY.** If any provision of this California Lease Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this California Lease Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
- 28. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
- 29. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.
- 30. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
- 31. **NON-WAIVER.** No delay, indulgence, waiver, non-enforcement, election or non-election by Landlord under this California Lease Agreement will be deemed to be a waiver of any other breach by Tenant, nor shall it affect Tenant's duties, obligations, and liabilities hereunder.
- 32. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this California Lease Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.
- 33. **NOTICE.** Any notice required or permitted under this Lease or under state law shall be delivered to Tenant at the Property address, and to Landlord at the following address:
PO BOX 12577, SAN FRANCISCO CA 94112
- 34. **LEAD-BASED PAINT DISCLOSURE.** If the premises were constructed prior to 1978, Tenant acknowledges receipt of the form entitled "LEAD-BASED PAINT DISCLOSURE" which contains disclosure of information on lead-based paint and/or lead-based paint hazards.
- 35. **DATABASE DISCLOSURE.** NOTICE: The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more, and many other local law enforcement authorities maintain for public access a database of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The data base is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a

Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service. Additional information about sex offenders may be displayed on the Internet at <http://www.meganslaw.ca.gov>.

36. **JOINT AND INDIVIDUAL OBLIGATIONS.** If more than one Tenant signs this Agreement, each one shall be individually and completely responsible for the performance of all obligations of the Tenant under this Agreement, jointly with every other Tenant, and individually, irrespective of whether such Tenant is in possession.
37. **FOREIGN LANGUAGE NEGOTIATION.** If Landlord and Tenant have negotiated this Agreement primarily in Chinese, Tagalog, Korean, or Vietnamese, pursuant to the California Civil Code, Landlord shall provide Tenant a translation of this Agreement in the language used for the negotiation.

As to Landlord this _____ day of _____, 20_____.

LANDLORD:

Sign: _____

Print: _____ Date: _____

As to Tenant, this _____ day of _____, 20_____.

TENANT

Sign:  _____

Print: Eric Gorman Date: 05/09/16

TENANT:

Sign: _____

Print: _____ Date: _____

EXHIBIT F

March 2, 2016, Unauthorized Unit Affidavit

COMPLIANCE WITH ORDINANCE 208-15

UNAUTHORIZED UNIT AFFIDAVIT

Building Application Number: 2015 0423 4414

Project Address: 2785 San Bruno Avenue

“Unauthorized Unit” shall mean one or more rooms within a building that have been used, without the benefit of a building permit, as a separate and distinct living or sleeping space independent from Residential Units on the same property.

“Independent” shall mean that (i) the space has independent access that does not require entering a Residential Unit on the property and (ii) there is no open, visual connection to a Residential Unit on the property.

I, Brian Kaufman, do hereby declare as follows:

To the best of my knowledge, the scope of work proposed in the Building Permit Application referenced above:

- WILL remove an Unauthorized Unit as defined above.
- WILL NOT remove an Unauthorized Unit as defined above.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

EXECUTED ON THIS DAY, March 2, 2016, IN San Francisco, CA.

Brian Kaufman
Signature

Brian Kaufman
Name (Printed)

Owner
Relationship to Project
(i.e. Owner, Architect, etc.)

415-279-6795
Phone

brian@briankaufmandesign.com
Email

Submit completed Affidavit upon Building Permit Application (BPA) submittal.