

File No. 160918

Committee Item No. \_\_\_\_\_

Board Item No. 22

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: \_\_\_\_\_

Date: \_\_\_\_\_

Board of Supervisors Meeting

Date: September 20, 2016

#### Cmte Board

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| <input type="checkbox"/> | <input type="checkbox"/>            | Resolution                                   |
| <input type="checkbox"/> | <input type="checkbox"/>            | Ordinance                                    |
| <input type="checkbox"/> | <input type="checkbox"/>            | Legislative Digest                           |
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#### OTHER

**(Click the text below for a direct link to the document)**

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| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Appeal Letter - August 15, 2016</u>                           |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Appellant Supplemental Appeal Letter - September 15, 2016</u> |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Planning Department Appeal Response - September 12, 2016</u>  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Project Sponsor Appeal Response - September 12, 2016</u>      |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Hearing Notice and clerical documents</u>                     |

Prepared by: John Carroll

Date: September 15, 2016

Prepared by: \_\_\_\_\_

Date: \_\_\_\_\_







RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO  
2016 AUG 15 PM 2: 28  
BY BJ

London Breed, President  
San Francisco Board of Supervisors  
City Hall, #1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102

RE: **STATEMENT OF APPEAL-CONDITIONAL USE AUTHORIZATION**  
**2785 San Bruno Avenue**  
2014-003173CUA—Project Includes:  
Demolition of Two-Units of Sound Affordable Rent-Controlled Housing;  
Request for Conditional Use Authorization—Demolition of Unauthorized Unit;

President Breed and Members of the Board:

This Statement is submitted in support of the appeal of the conditional use authorization granted by the Planning Commission (6-1 vote) on July 14, 2014. We have previously submitted to Planning a Petition signed by 21 immediate neighborhood residents and businesses opposing the project as incompatible with the neighborhood and an improper use of the conditional use procedure. With this appeal, we submit the signatures of 68 property owners within 300 feet of the subject lot.

**1. The Project is Demolition of TWO Sound, Affordable Rent-Controlled Units**

The Dept. ignores the unauthorized unit which has been continuously occupied by tenants for decades and is currently rented and occupied. We have confirmed with the Rent Board that it views this building as a two-unit building falling under the Ordinance. The home and the unauthorized unit are subject to rent control. A single family home with an in-law unit that has been separately rented (such as in this case) is NOT exempt from the Ordinance. The Dept. did not look at this fact and simply is wrong on the law and the policies applicable to this case and to this building.

A conditional use authorization is required for the demolition of sound affordable rent-controlled housing because the policy is to RETAIN such housing. The Commission decision was in error and it mistakenly found that demolition of this housing is “*necessary and desirable*” for the community. The decision is directly contrary to all controlling public policy—and is a slap in the face of the public in the middle of an affordability crisis.

Retention of this type of affordable rental housing is the highest priority policy and a keystone to every plan to fight the affordability crisis in San Francisco. The decision is contrary to the Mayor’s Executive Directives, contrary to the General Plan and contrary to the controlling policies of the Housing Element all of which mandate the retention of the existing building. There is no policy (as opined by the Dept. and endorsed by the Planning Commission) that allows this type of sound, affordable housing to be demolished and “exchanged” for new, market rate luxury condominium housing because



it is at a higher density. Once this type of housing is demolished, it is gone forever. There is a finite supply of this type of housing and the policies of the City demand its retention.

2. **The Project Does Not Meet the Mandatory Criterion for a Demolition**

The Project meets *only six* of the eighteen criteria for granting a demolition permit under Planning Code Section 317. As noted above, the Dept.'s analysis is wrong on the issue of rent control and its conclusion is wrong. The proposal to remove and replace two "naturally affordable" rent-controlled units is contrary to the priority principle of housing unit retention. The current housing affordability crisis creates an exceptional and extraordinary circumstance such that the Commission should have denied the project and preserved the existing units. The Dept. and the Commission ignored this controlling fact and it is up to the Board of Supervisors to correct this error in judgment.

3. **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**

Planning Code Section 317 was amended by the Board of Supervisors as of March 1, 2016, in an effort to retain more affordable housing and to save unauthorized housing units from demolition. A whole new series of criteria and findings were added to the Planning Code at Section 317(g)(6) for necessary findings to justify any project which destroys such units. For unknown reasons, the Department completely failed to conduct the analysis or address in any manner the new code requirements. The new mandatory analysis is *completely omitted* from the staff memorandum and is omitted from the discussion or the motion. This failure to follow the new code section is an obvious and fatal error and the case must be returned to Planning for this mandatory review.

4. **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**

This is a project that gets it all wrong. If approved as requested, the project would violate the most important policies of the City---destruction of sound, affordable rent-controlled housing in a working class blue collar neighborhood. The new building is pure luxury condos and the housing to be destroyed is the most valuable and at risk type of housing. More and more such projects are being proposed for this neighborhood and gentrification is happening to the detriment of the long-term residents.

**Introduction**

This office was retained to represent the surrounding neighbors of the proposed project including the owners and occupants of adjacent buildings on San Bruno Avenue. The Neighbors object to the proposed project because it will impose unfair burdens and impacts on numerous surrounding homes and businesses and will destroy sound and occupied housing. The surrounding community is clear---They want the existing building preserved to maintain affordability in the neighborhood. This was a consensus in the neighborhood meeting.

Not a single neighbor or business owner supports the project as it is out of character with the neighborhood and it violates numerous priority policies in favor of creating new luxury condominiums at the top of the market. The decision by the Commission is another example of the “tone deafness” of a Planning Commission completely-- out of touch with the regular citizens of the City. The City is in the middle of the worst housing affordability crisis in its history and the Dept. is still routinely permitting the destruction of affordable housing in order to build new, unaffordable luxury condos

### **Project Setting and Proposal**

The subject lot is on the east side of San Bruno Avenue in the Portola Neighborhood near Hunters Point. San Bruno Avenue is zoned NC-2 (Small Scale Neighborhood Commercial) District. The building is a well-kept and recently remodeled home that has three bedrooms and a separate side entrance for an “in-law” unit at the rear. Both units are currently rented and the developers use Craig’s List to list the building for rent. The Craig’s List listing for the property is attached as Exhibit 1.

The second unit of unauthorized housing on the lot can be (and should be) legalized (as envisioned by the new code section), but as of now, the Rent Board considered this building and both units as falling under the Ordinance ---***The subject lot has on it two-units of “naturally affordable”, middle-class, and rent- controlled housing*** (a fact undiscovered by the Dept. after it rushed to approve the project---the Dept. apparently does not communicate with the Rent Board) and is surrounded by such housing. The Rent Board currently considers these occupied in-law units within the system. Legalizing the second unit on the lot and the building would be a legal two units and rent-controlled.

The proposal is also design inappropriate for the site. The subject building has been on the site since 1906 and this fact alone is a usual circumstance requiring special design consideration and care to avoid disproportionate negative impacts to surrounding existing housing. The analysis from the Department makes no mention at all of this unusual fact and no design consideration is extended to the adjacent housing---The Project is proposed at the absolute maximum development---100% build out leaving no rear yard at the ground floor level and some 50’ feet tall because of the three massive stair penthouses. The adjacent housing will be dwarfed by the new building. No setbacks are employed in the project and it is proposed at the absolute maximum building envelope for the site.

The proposed project is overwhelming to the adjacent buildings. The proposal is to demolish the existing building which fronts on San Bruno Avenue, and maximize the development lot which has been part of the development pattern of the neighborhood for more than 110 years and create a large out-of-proportion box. The proposal is to construct a very tall (for the neighborhood) apartment building of 3-units with no real yard—built lot line to lot line at ground level. The existing 2-unit building which fronts on San Bruno Avenue would be demolished and replaced with a 40’ foot tall building (to the top of the parapet) ---with stair penthouses and roof top decks taking the height to approximately 50’ feet with three residential units and retail on the ground floor.

**A Conditional Use Authorization Cannot Be Granted for the Demolition of Sound, Rent-Controlled, Affordable Units --The Mayor's Executive Directives Mandate the Preservation of the Existing, Naturally Affordable Rent Controlled Housing Stock**

San Francisco's highest Priority Policies are enumerated in the General Plan. Further, to the extent some policies may clash with others, (for example—the creation of new housing vs. retention of existing housing---such as here) the two policies that are to be given primacy are:

- **That the City's supply of affordable housing be preserved and enhanced.**
- **That existing housing and neighborhood character be conserved and protected in order to preserve the cultural and economic diversity of our neighborhoods.**

This directive is also found in the Housing Element of the General Plan and these two polices form the basis upon which inconsistencies in the Housing Element and in other parts of the General Plan are to be resolved. Approval of this project violates numerous crucial and primary policies.

**HOUSING ELEMENT**

**Objectives and Policies**

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

**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 two units to be demolished here are considered to be "naturally affordable" as described in policy 3.4 of the General Plan's Housing Element as being smaller rent controlled dwelling units. Once the unauthorized unit is legalized (as required by the new code section) these units are subject to the Rent Stabilization and Arbitration Ordinance, as the building was constructed prior to 1979 and is not a condominium.

The proposed project would eliminate two naturally affordable units that are subject to rent control and replace them with 3 large single-family market rate units that would not be subject to the Rent Stabilization and Arbitration Ordinance contrary to the policies and

directives from the Mayor's Office to address the city's housing crisis. The proposed project is inconsistent with the objectives and policies of the General Plan and does nothing to protect affordability of the existing housing stock especially rental units and does nothing to maintain the balance of affordability or for moderate ownership opportunities---quite the opposite.

The elimination of two functional “naturally affordable” rent controlled dwelling units is contrary to the General Plan as well as to the Department’s and the City's priority to preserve existing sound housing and to protect naturally affordable dwelling units. The proposed loss of the two dwelling units is counter to the Mayor’s executive directive, which calls for the protection of existing housing stock. The Mayor has directed the Department to adopt policies and practices that encourage the preservation of existing housing stock.

The proposal to remove and replace two naturally affordable units is contrary to the priority principle of housing unit retention. The current housing affordability crisis creates an exceptional and extraordinary circumstance such that the Commission should deny the project and preserve the existing units.

The General Plan and the Priority Policies make it clear that the Dept. cannot “trade” the existing rent controlled housing on the site for additional units of market rate housing. The Dept.’s analysis is deeply flawed and repeatedly states that it is recommending approval of the project because losing two rent controlled existing units is somehow offset by gaining three new market rate units. This is incorrect and is contrary to the manner in which the policies are to be applied. First, the project offers the “exchange” of the loss of two rent controlled units for only three new market rate units. Second, if the existing building is retained and units are added to it as an alteration, it would be possible to create three units of rent-controlled housing while saving the existing units.

To bolster this already clear policy objective, the Mayor on February 6, 2014, that he would implement recommendations resulting from a Mayoral Executive Directive to accelerate housing production and *preserve existing housing stock*. The announcement by the Mayor’s Office followed earlier directives in December to help retain the existing housing stock. On August 11, 2014, the Mayor implemented this plan.

The project approved by the Commission violates these policies and initiatives to protect the existing housing stock. The requested conditional use authorization cannot be granted in the face of this overwhelming policy mandate. The destruction of two units of existing rent-controlled housing and the permanent loss of the opportunity to create more such housing cannot possibly be “necessary and desirable” in the City of San Francisco at this time.

At a minimum, the project should be returned to the Dept. for review in the face of these new mandates. A project that retains the existing housing and perhaps adds new units to the existing building is far more in line with the housing needed in the City and with the



directives and policies already in place as well as the new housing policy priorities announced by the Mayor.

**The Project Violates a Super Majority of the Mandatory Criteria Under Section 317 For Demolition and Tenants Were Displaced for This Project Prior to the Sale**

As declarations under penalty of perjury submitted to the Planning Commission and testimony from long-term neighbors clearly showed that just prior to the sale of the subject property, it was occupied by tenants. As is often the case, in order to make the building more attractive for sale the owner, wanted to deliver the building vacant. The prior tenants were offered a cash buy-out and departed the subject property. As noted above, the Dept.'s analysis of the net result of the project is simply incorrect. Losing two affordable rent-controlled units and is being replaced by a new commercial unit and three new market rate units.

The Dept.'s analysis under Section 317 is equally flawed. The Project fails to meet even a bare majority of the criteria for approving the demolition of rent-controlled existing housing. The Dept. concludes that "on balance" the project complies with the criteria of section 317. However, no explanation of how this conclusion is reached was provided.

Contrary to the unsupported conclusion, a review of the criteria enumerated in the Demolition Application and as required under section 317 positively leads to the conclusion that the project *does not* meet the criteria for a demolition under that Section. As set forth in the Demolition Application and in the Dept.'s motion, the criteria to be satisfied under Section 317 are as follows:

**Existing Value and Soundness**

1. Whether the Project Sponsor has demonstrated that the building is unsound or is not affordable or financially accessible housing.

*The project sponsor has not submitted a soundness report and no claim is made that the buildings is unsound; because it was recently and continuously occupied by tenants it is presumed to be sound. DOES NOT Meet Criterion to Approve a Demolition.*

2. Whether the housing is found to be unsound at the 50 percent threshold.

*The building is not unsound. DOES NOT Meet Criterion to Approve a Demolition.*

3. Whether the property is free of a history of serious, continuing code violations.

*There is no history of code violations at the site. DOES NOT Meet Criterion to Approve a Demolition.*

4. Whether the housing has been maintained in a decent safe and sanitary condition.

*Yes, the housing has been so maintained. DOES NOT Meet Criterion to Approve a Demolition.*

5. Whether the property is a historical resource under CEQA.

*The project was not found to be a historic resource. Meets Criterion*

6. Whether the removal of the resource will have a substantial adverse impact under CEQA. --**Not Applicable**

The Project satisfied only two of the six criteria under the above section to approve a demolition.

### **Rental Protection**

7. Whether in the project converts rental housing to other forms of tenure or occupancy.

*Yes, the Dept. failed to do the analysis required to retain an unauthorized unit and the new units will no longer be under Rent Control and may be sold as condos or rented at Market Rate. DOES NOT Meet Criterion to Approve a Demolition.*

8. Whether the project removes rental units subject to the rent stabilization and arbitration ordinance.

*Yes, if the unauthorized unit is retained, the project removes at least the two units subject to rent control DOES NOT Meet Criterion to Approve a Demolition.*

9. Whether the project conserves existing housing to preserve cultural and economic neighborhood diversity.

*The project removes 2 sound affordable rent controlled units. DOES NOT Meet Criterion to Approve a Demolition.*

10. Whether the project conserves neighborhood character to preserve neighborhood cultural and economic diversity.

*The project does not conserve neighborhood character and does not preserve neighborhood cultural and economic diversity by replacing the rent controlled units with market rate housing. DOES NOT Meet Criterion to Approve a Demolition.*

11. Whether in the project protects the relative affordability of existing housing.

*The project does not protect the relative affordability of existing housing and replaces the affordable rent controlled units with market rate housing. DOES NOT Meet Criterion to Approve a Demolition.*

12. Whether the project increases the number permanently affordable units is governed by section 415.

*Project does not provide and permanently affordable units. DOES NOT Meet Criterion to Approve a Demolition.*

The Project does not meet any of the above six criteria for approving a demolition and only satisfies 2 of the first 12 criteria.

### **Replacement Structure**

13. Whether the project located in fill housing on appropriate sites in established neighborhoods.

*If a project requires the destruction of sound affordable rent controlled housing, the site is NOT appropriate. DOES NOT Meet Criterion to Approve a Demolition.*

14. Whether the project creates quality, new family housing.

*The Project creates new large unit housing—NOT AFFORDABLE. Meets Criterion*

15. Whether the project creates new supportive housing.

*No supportive housing is created by the project. DOES NOT Meet Criterion to Approve a Demolition.*

16. Whether the project promotes construction of well-designed housing to enhance existing neighborhood character.

*Although the neighbors do not believe the project fits in with the existing neighborhood character, we can concede this point for the sake of argument. Meets Criterion*

17. Whether the project increases the number of on-site dwelling units.

*Project creates three new units. Meets Criterion*

18. Whether the project increases the number of on-site bedrooms.

*Project creates three new units with 9 bedrooms. Meets Criterion*

The project satisfies 4-5 of the above criteria. Overall, the Project *does not* satisfy even a bare majority of the needed criteria for a demolition and only meets 6 out of 18 of the above criterion. Further, when the Priority Policies are reviewed, the Sections of the Demolition Application for preserving Sound Affordable Rent Controlled Housing must take priority over the criteria for the replacement structure. The Dept.'s unexplained

conclusion that the Project somehow “on balance” meets the criteria of Section 317 and the General Plan Priority Policies is simply incorrect. The Project does not satisfy the requirements of Section 317 and the demolition must be denied.

**The Dept. Ignores the New Mandates of Section 317 Designed to Protect and Legalize “Unauthorized” Units as Naturally Affordable Housing**

This Board has acknowledged what has long been common knowledge in the City.... we have thousands of “granny units”, “in-laws” “illegal” or “unauthorized units.” These units are an important source of affordable housing in every neighborhood in San Francisco. The Planning Code, specifically Section 317 under which the present application is made, was amended to provide over-arching protection for these units from demolition ---just as proposed in this instance. The Dept. acknowledges that there is an “unauthorized” unit at the site and then ignores it and ignores the new code mandates designed to save and protect such units.

As of March 1, 2016, Section 317 was amended as follows:

- (6) **Removal of Unauthorized Units.** In addition to the criteria set forth in Subsections (g)(1) through (g)(4) above, the Planning Commission shall consider the criteria below in the review of applications for removal of Unauthorized Units:*
- (A) whether the Unauthorized Unit or Units are eligible for legalization under Section 207.3 of this Code;*
- (B) whether the costs to legalize the Unauthorized Unit or Units under the Planning, Building, and other applicable Codes is reasonable based on how such cost compares to the average cost of legalization per unit derived from the cost of projects on the Planning Department's Master List of Additional Dwelling Units Approved required by Section 207.3(k) of this Code;*
- (C) whether it is financially feasible to legalize the Unauthorized Unit or Units. Such determination will be based on the costs to legalize the Unauthorized Unit(s) under the Planning, Building, and other applicable Codes in comparison to the added value that legalizing said Units would provide to the subject property. The gain in the value of the subject property shall be based on the current value of the property with the Unauthorized Unit(s) compared to the value of the property if the Unauthorized Unit(s) is/are legalized. The calculation of the gain in value shall be conducted and approved by a California licensed property appraiser. Legalization would be deemed financially feasible if gain in the value of the subject property is equal to or greater than the cost to legalize the Unauthorized Unit.*
- (D) If no City funds are available to assist the property owner with the cost of legalization, whether the cost would constitute a financial hardship.*
- (7) **Denial of Application to Remove an Unauthorized Unit; Requirement to Legalize the Unit.** If the Planning Commission denies an application to Remove an Unauthorized Unit, the property owner shall file an application for a building permit to legalize the Unit. Failure to do so within a reasonable period of time, as determined by the Zoning Administrator, shall be deemed to be a violation of the Planning Code.*



This new provision requires the Dept. to conduct a cost/benefit analysis of any unauthorized units in San Francisco which are slated for demolition ----as this unit is--- and to determine if the unit can be save and if affordable housing may be retained. In the present case the Dept. acknowledges time and again that there is an “unauthorized unit” at the site but then COMPLETELY IGNORES IT AND FAILS TO CONDUCT THE MANDATED ANALYSIS TO SEE IF IT IS FINACIALLY FEASIBLE TO SAVE THE UNIT....

The Dept. should have started with an analysis of the unauthorized unit and a determination whether it could be legalized at a reasonable cost. The use of the directive word “shall” makes the analysis under this section mandatory and the Dept. failed to address any of the requirements of the new code section. The Dept. failed to analyze whether:

1. Whether the unauthorized unit could be legalized;
2. Whether the cost to legalize the unauthorized unit is reasonable;
3. Whether the cost to legalize the unauthorized unit is financially feasible; and,
4. Whether City funds are available to assist the owner in legalizing and updating the unauthorized unit.

The Department’s analysis, memorandum and motion presented to the Planning Commission do not mention or provide answers to any of these mandatory inquiries. The Department simply processed the Conditional Use Application as if these mandatory code requirements did not exist. Accordingly, the Conditional Use Authorization granted by the Planning Commission must be overturned by the Board of Supervisors and every effort must be made to retain these affordable rent-controlled units.

### **There is an Over-Arching Policy Goal for Preserving Unauthorized Units**

The goal of the new controls is to impose a high scrutiny over removal of Unauthorized Units first and foremost to protect their tenants from eviction, and second to preserve our existing housing stock. These units are subject to rent control and should be preserved unless there is some extraordinary reason to allow for the demolition. Compared to other rent-control units or other rental units, they maintain a more affordable rent due to physical characteristics or long-term tenancy. If these tenants were to be evicted due to removal of the unit, finding replacement housing at the same affordability rate in the same neighborhood could prove difficult.

The displacement of tenants transforms the neighborhoods and weakens the social ties and resources that people shape during the years of living in one place. Preserving these units therefore is also a strategy for neighborhood stabilization at the time when displacement and gentrification are the highest concerns of San Franciscans.

### **Unauthorized Units in Single-Family Homes Are Perhaps the Most Important**

A snapshot of the Department’s alteration permits filed over the past 3 years includes over 180 permits filed for removal of illegal units of which at least 110 are located in single-family homes. Similar pattern is also present in permits to legalize Unauthorized Units: approximately 60% of the applications received are for Unauthorized Units located in single-family homes. Based on this data, it is safe to assume that single-family homes are the most common building types where Unauthorized Units exist. This is exactly the

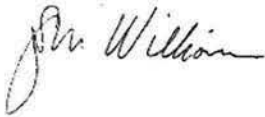
August 15, 2016

situation in the present case. The Dept. cannot simultaneously promote a “new” policy to save and legalize unauthorized units and continue to routinely permit the demolition of such units. In the present case the Dept. did not even bother to go through the mandatory analysis before granting the permit to destroy this sound affordable housing.

**Conclusion**

The Proposed Project violates numerous priority policies which mandate the decision to save affordable, rent controlled housing. The Dept. failed to apply the new Code section and the authorization must be revoked. The proposed construction is simply too much for a single development lot. The requested height and bulk of the buildings will overwhelm the lot size and the neighbors in this residential neighborhood. The neighbors request that the Board overturn the Planning Commission decision and deny the demolition permit and direct the developer to explore options to retain the existing housing.

VERY TRULY YOURS,

A handwritten signature in cursive script, appearing to read "Stephen M. Williams".

STEPHEN M. WILLIAMS

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 & cafes 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.**

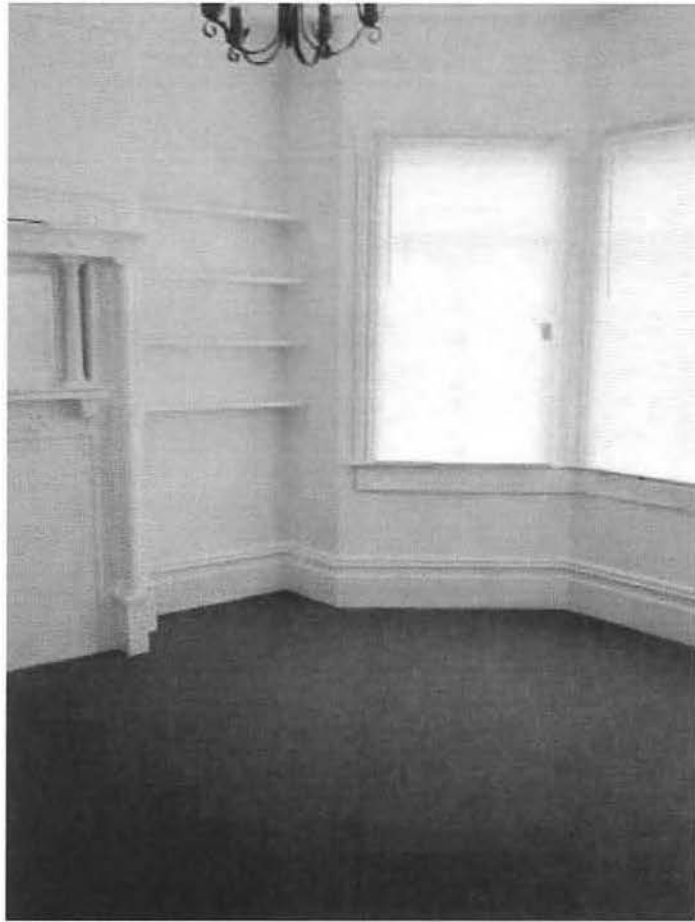
Serious Inquires Only-Please email me for a viewing with available dates, times and phone number. Also tell me about yourself (age/gender/occupation and more if you like), have you had roommates before, and why you are moving or looking for a new place.

do NOT contact me with unsolicited services or offers



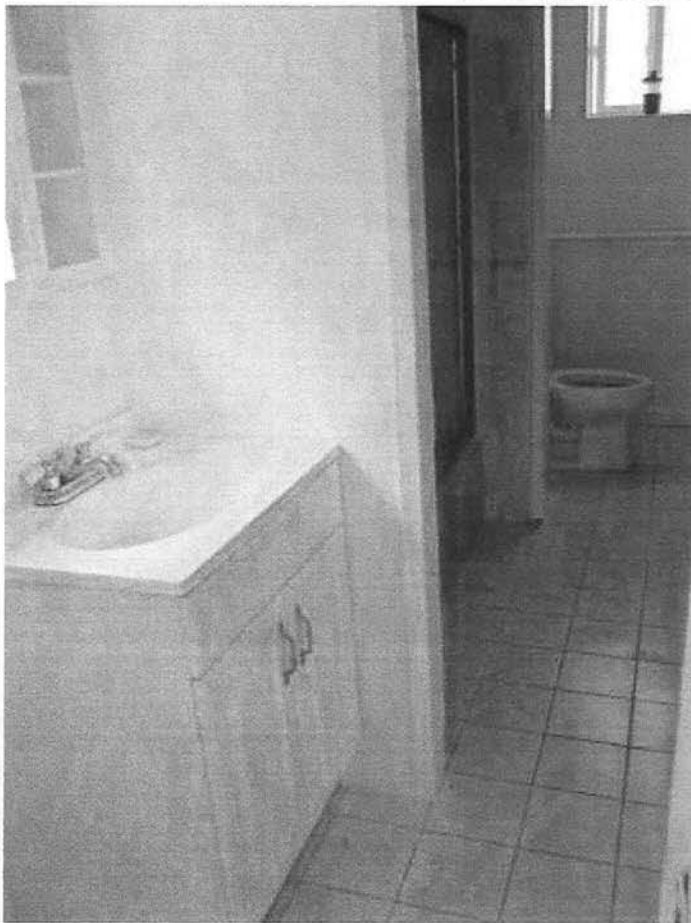
8/15/2016

bedroom for rent \$980



8/15/2016

bedroom for rent \$980



<https://sfbay.craigslist.org/sfc/sub/5727192674.html#>

1426

4/7



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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# SAN FRANCISCO PLANNING DEPARTMENT

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO

2016 AUG 15 PM 2: 28

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) *BT*
- Other

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

Reception:  
415.558.6378

Fax:  
415.558.6409

Planning  
Information:  
415.558.6377

## 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](mailto: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.

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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 facade 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

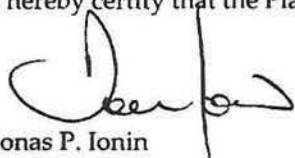
That based upon the Record, the submissions by the Applicant, the staff of the Department and other interested parties, the oral testimony presented to this Commission at the public hearings, and all other written materials submitted by all parties, the Commission hereby **APPROVES Conditional Use Application 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](http://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](http://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](http://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](http://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](http://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](http://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](http://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](http://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](http://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](http://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/>*

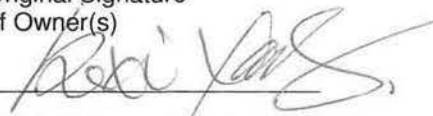
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City Planning Commission  
Case No. 2014-003173 CUA

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	Street Address, property owned	Assessor's Block & Lot	Printed Name of Owner(s)	Original Signature of Owner(s)
1.	<u>475 GIRARD STREET</u>	<u>6048/01B</u>	<u>DE XI YANG TRUST</u>	 <u>TRUSTEE FOR THE DE XI YANG</u> <u>TRUST</u>
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	Street Address, property owned	Assessor's Block & Lot	Printed Name of Owner(s)	Original Signature of Owner(s)
1.	467 Girard St.	6048/019	Angelique Teupel	
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
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Street Address, property owned	Assessor's Block & Lot	Printed Name of Owner(s)	Original Signature of Owner(s)
1. <u>2724-2726 SAN BRUNO</u>	<u>6048/002</u>	<u>LUO FAMILY TRUST</u>	<u>[Signature]</u> TRUSTEE FOR THE LUO FAMILY TRUST
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. <u>2724 2726 SAN BRUNO</u>	<u>6048/002</u>	<u>LUO FAMILY TRUST</u>	<u>[Signature]</u> TRUSTEE FOR THE LUO FAMILY TRUST
5. _____	_____	_____	_____
6. _____	_____	_____	_____
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	Street Address, property owned	Assessor's Block & Lot	Printed Name of Owner(s)	Original Signature of Owner(s)
1.	<u>2791-2793 SAN BRUNO AVE.</u>	<u>5450/017</u>	<u>MICHAEL S. WONG</u>	<u>Michael S. Wong</u>
2.	<u>2791-2793 San Bruno</u>	<u>5450/017</u>	<u>Kathleen Jiang</u>	<u>Kathleen Jiang</u>
3.	_____	_____	_____	_____
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	Street Address, property owned	Assessor's Block & Lot	Printed Name of Owner(s)	Original Signature of Owner(s)
1.	<u>2767 SAN BRUNO AVE.</u>	<u>5450/021</u>	<u>JEFFREY TSE</u>	
2.	_____	_____	_____	_____
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Street Address, property owned	Assessor's Block & Lot	Printed Name of Owner(s)	Original Signature of Owner(s)
1. <u>2779 SAN BRUNO AVE</u>	<u>5450 019</u>	<u>GIANNINI TRUST</u>	<u>Ronnie Giannini, TRUSTEE</u>
2. _____	_____	_____	<u>OF THE GIANNINI TRUST</u>
3. <u>2779 SAN BRUNO<sup>AVE</sup></u>	<u>5450-019</u>	<u>GIANNINI TRUST</u>	<u>Paul Glenn, Trustee</u>
4. _____	_____	_____	<u>OF THE GIANNINI TRUST</u>
5. <u>2780 SAN BRUNO AVE</u>	<u>6048 012</u>	<u>GIANNINI TRUST</u>	<u>Louise Giannini, TRUSTEE</u>
6. _____	_____	_____	<u>OF THE GIANNINI TRUST.</u>
7. <u>2780 SAN BRUNO AVE</u>	<u>6048-012</u>	<u>GIANNINI TRUST</u>	<u>Paul Glenn, Trustee</u>
8. _____	_____	_____	<u>OF THE GIANNINI TRUST</u>
9. _____	_____	_____	_____
10. _____	_____	_____	_____
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Street Address, property owned	Assessor's Block & Lot	Printed Name of Owner(s)	Original Signature of Owner(s)
1. <u>2803 San Bruno Ave</u>	<u>5457/032</u>	<u>Maggie Khueyan Luo</u>	
2. _____	_____	_____	_____
3. _____	_____	_____	_____
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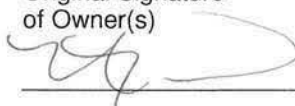
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	Street Address, property owned	Assessor's Block & Lot	Printed Name of Owner(s)	Original Signature of Owner(s)
1.	<u>2809-2813 SANBRUNO AVE</u>	<u>5457/030</u>	<u>Linda Yu</u>	
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
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2014 AUG 15 PM 2:00  
BY: [Signature]  
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Street Address, property owned	Assessor's Block & Lot	Printed Name of Owner(s)	Original Signature of Owner(s)
1. <u>2820 San Bruno Ave</u>	<u>6049 003</u>	<u>1999 REVOCABLE TRUST</u>	<u>Julian Perez</u> <u>TRUSTEE FOR THE</u> <u>1999 REVOCABLE TRUST</u>
2. _____	_____	_____	_____
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Street Address, property owned	Assessor's Block & Lot	Printed Name of Owner(s)	Original Signature of Owner(s)
1. <u>2830 San Bruno Ave</u>	<u>6049/004</u>	<u>CINDY THE REVOCABLE TRUST</u>	<u>Cindy, Trustee for the</u>
2. _____	_____	_____	<u>CINDY THE REVOCABLE TRUST</u>
3. _____	_____	_____	_____
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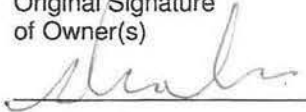

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1. <u>2840 SAN BRUNO AVE.</u>	<u>6049 005</u>	<u>LAD FLORA</u>	
2. <u>2840 SAN BRUNO AVE.</u>	<u>6049 005</u>	<u>MO RUI PING</u>	
3. _____	_____	_____	_____
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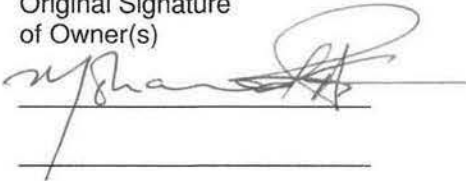
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1.	<u>2845 SAN BRUNO AVE</u>	<u>5457/038</u>	<u>MOHAMMED A. KHAN</u>	
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
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1.	<u>2848 San Bruno AVE</u>	<u>6049 006</u>	<u>SHONE SOO</u>	
2.	<u>2848 SAN BRUNO AVE</u>	<u>6049 006</u>	<u>STANLEY YU SOO</u>	
3.				
4.	<u>2805-2807 San Bruno AVE</u>	<u>5457-031</u>	<u>Phillip Guan</u>	
5.	<u>2805-2807 San Bruno AVE</u>	<u>5457 031</u>	<u>Cindy <sup>Ngo</sup> Guan</u>	
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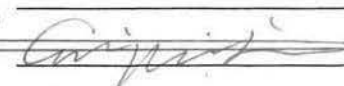
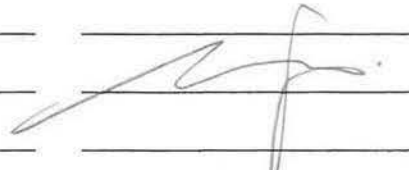
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BOARD OF SUPERVISORS  
SAN FRANCISCO

City Planning Commission  
Case No. 2014-003173 CUA

2016 AUG 15 PM 2:30

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	Street Address, property owned	Assessor's Block & Lot	Printed Name of Owner(s)	Original Signature of Owner(s)
NO ONE 永	1. 2849 SAN BRUNO AVE		LO LILY W.S.	
	2. 2724-2726 SAN BRUNO AVE		LUO FAMILY TRUST	
	3. 2728-2734 SAN BRUNO AVE 6048/032		FANG WENDY	
	4. 2728-2734 SAN BRUNO AVE 6048/032		FANG RUI CH I	
	5. 2774 SAN BRUNO AVE 6048/010		LU JIN HUI LI YI	
	6. 2774 SAN BRUNO AVE 6048/010		LU LI YI	
	7. 1895 EGBERT AVE		MOY 1993 TRUST	
	8. 1871 EGBERT AVE		PRADO GEORGE T SR.	
	9. 485 BAYSHORE BLVD		HARNZY CHRISTOPHER J	
	10. 1355 BAYSHORE BLVD		LIM PATRICIA HWEE	
	11. <del>2864 SAN BRUNO AVE</del>		<del>PEIXIAN CUI</del>	<del></del>
	12. <del>2864 SAN BRUNO AVE</del>		<del>PHAN GIANG</del>	
	13. _____			
	14. 2831-2833 SAN BRUNO AVE 5457/027		YIP MICHELLE	
	15. _____			
	16. _____			
	17. _____			
	18. _____			
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	21. _____			
	22. _____			



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Street Address, property owned	Assessor's Block & Lot	Printed Name of Owner(s)	Original Signature of Owner(s)
1. <u>25 Wayland St</u>	<u>5457/035</u>	<u>Kaz Pietras</u>	
2. <u>25 Wayland St</u>	<u>5457/035</u>	<u>Boris Goykhman</u>	
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____
7. _____	_____	_____	_____
8. _____	_____	_____	_____
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10. _____	_____	_____	_____
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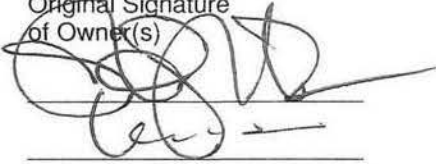
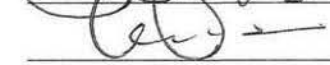
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SAN FRANCISCO

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Case No. 2014-003173 CUA

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Street Address, property owned	Assessor's Block & Lot	Printed Name of Owner(s)	Original Signature of Owner(s)
1. <u>137 WAYLAND ST</u>	<u>6049 030</u>	<u>Stanley Lee</u>	
2. <u>137 WAYLAND ST</u>	<u>6049 030</u>	<u>millie lee</u>	
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____
7. _____	_____	_____	_____
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9. _____	_____	_____	_____
10. _____	_____	_____	_____
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12. _____	_____	_____	_____
13. _____	_____	_____	_____
14. _____	_____	_____	_____
15. _____	_____	_____	_____
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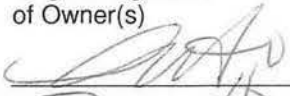
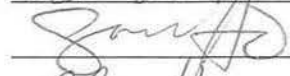
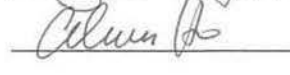
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BOARD OF SUPERVISORS  
SAN FRANCISCO

City Planning Commission  
Case No. 2014-003173CUA

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Street Address, property owned	Assessor's Block & Lot	Printed Name of Owner(s)	Original Signature of Owner(s)
1. 140 WAYLAND ST	6048017	ANNIE HO	
2. 140 WAYLAND ST	6048017	GINA HO	
3. 140 WAYLAND ST	6048 017	ALVIN HO	
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____
7. _____	_____	_____	_____
8. _____	_____	_____	_____
9. _____	_____	_____	_____
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12. _____	_____	_____	_____
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18. _____	_____	_____	_____
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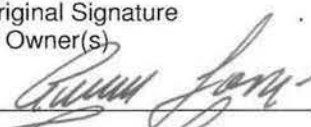
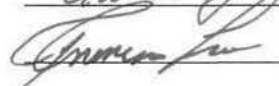
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BOARD OF SUPERVISORS  
SAN FRANCISCO

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City Planning Commission  
Case No. 2014-003173 CVA

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Street Address, property owned	Assessor's Block & Lot	Printed Name of Owner(s)	Original Signature of Owner(s)
1. 151 WAYLAND ST.	6049 029	LARA AURORA	
2. 151 WAYLAND ST	6049 029	FRANCISCO AURORA	
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
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16. _____	_____	_____	_____
17. _____	_____	_____	_____
18. _____	_____	_____	_____
19. _____	_____	_____	_____
20. _____	_____	_____	_____
21. _____	_____	_____	_____
22. _____	_____	_____	_____

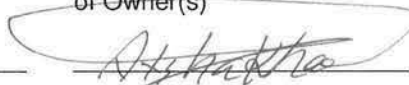
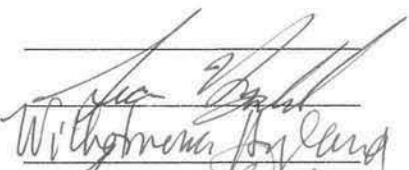
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BOARD OF SUPERVISORS  
SAN FRANCISCO

City Planning Commission  
Case No. 2014-003173 CUA

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	Street Address, property owned	Assessor's Block & Lot	Printed Name of Owner(s)	Original Signature of Owner(s)
	1. 130 WAYLAND ST	6048/015	KHALIL AYSHA J	
DEP	2. 131 WAYLAND ST		DIAZ RAMON DD	
PROP	3. 131 WAYLAND ST		CAROLINA TIA	
	4. 125 WAYLAND ST		CHEN SIANG SIAN	
	5. 125 WAYLAND ST		NING TONG	
	6. 136 WAYLAND ST	6048/016	HYLAND SEAN	
	7. 136 WAYLAND ST	6048/016	HYLAND NICHELMINA	
	8. 136 Wayland St	6048/016	Hyland Samantha	
	9. 1855-1859 EGBERT AVE		LOPEZ MARIA YES	
	10. 1855-1859 EGBERT AVE		LOPEZ ARSENIO XAR	
	11. 1863 EGBERT AVE		YU ZHEN YONG	
	12. 1863 EGBERT AVE		WING MUI TAM	
	13. 1867 EGBERT AVE		TSE-CHEN MICHELLE MEI	
	14. 1867 EGBERT AVE		CHEN DANNY GUO ON	
	15. 1875 EGBERT AVE	5447/024	CHEN YAO ZHONG	Yao
	16. 1879 EGBERT AVE	5447/023	HUANG YUEAN	ZHEN LITIAN
	17. 1879 EGBERT AVE		HUANG WENDY KING HUA	
	18. 1883 EGBERT AVE		HO FRANK YU FAN	
31	19. <del>ELIZA PUI LING</del>		ELIZA PUI LING	
BACK	20. 1883 EGBERT AVE		ELIZA PUI LING	
10	21. _____			
	22. _____			

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	Street Address, property owned	Assessor's Block & Lot	Printed Name of Owner(s)	Original Signature of Owner(s)
1.	<u>457-459 GIRARD ST</u>	<u>6048/039</u>	<u>LEE JOE JO KAN</u>	<u>[Signature]</u>
2.	<u>457-459 GIRARD ST</u>	<u>6048/039</u>	<u>MEL MEL QIN</u>	<u>[Signature]</u>
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____
6.	_____	_____	_____	_____
7.	_____	_____	_____	_____
8.	_____	_____	_____	_____
9.	_____	_____	_____	_____
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11.	_____	_____	_____	_____
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13.	_____	_____	_____	_____
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17.	_____	_____	_____	_____
18.	_____	_____	_____	_____
19.	_____	_____	_____	_____
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	Street Address, property owned	Assessor's Block & Lot	Printed Name of Owner(s)	Original Signature of Owner(s)
1.	425 GIRARD ST	6048/026	IBARRA IRMA VIELLA	<i>[Signature]</i>
2.	425 GIRARD ST	6048/026	IBARRA ARTURO	<i>[Signature]</i>
3.	457-459 GIRARD ST		LEE JOE JO KAN	
4.	457-459 GIRARD ST		MEI MEI QIN	
5.	445 GIRARD ST		YU WEI YOU	
6.	445 GIRARD ST		TRACY YU EN	
7.	443 GIRARD ST	6048/025	CHEW JIN MING	<i>Jimmy chen</i>
8.	443 GIRARD ST	6048/025	XU NANCY	<i>XU NANCY</i>
9.				
10.	1758 FITZGERALD AVE		<del>GALIZA FAMILY TRUST</del>	
11.	1758 FITZGERALD AVE	5447/009	HUANG CHUN LIN	<i>Chun Lin Huang</i>
12.	1758 FITZGERALD AVE	5447/009	GUO JIN HONG	<i>Tin hui Guo</i>
13.				
14.	1750 FITZGERALD AVE	5447/007	GALIZA FAMILY TRUST	<i>Hermann Galiza</i> Trustee of Galiza Family Trust
15.				
16.	1754 FITZGERALD AVE	5447/008	CHENG FAMILY TRUST	<i>[Signature]</i> TRUSTEE OF THE CHENG FAMILY TRUST
17.				
18.				
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City Planning Commission  
Case No. 2014-003173 CUA

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1. <u>2800 SAN BRUNO AVE</u>	<u>6049 001</u>	<u>EDWARD &amp; ELAINE LIM 2012</u>	<u>Elaine L., TRUSTEE</u>
2. _____	_____	<u>FAMILY TRUST</u>	<u>FOR THE EDWARD &amp; ELAINE</u>
3. _____	_____	_____	<u>LIM 2012 FAMILY TRUST</u>
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____
7. _____	_____	_____	_____
8. _____	_____	_____	_____
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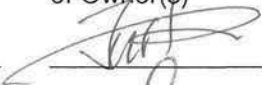

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Case No. 2014-003173 CWA

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Street Address, property owned	Assessor's Block & Lot	Printed Name of Owner(s)	Original Signature of Owner(s)
1. <u>2775 San Bruno Ave</u>	<u>5450 020</u>	<u>Justin TIN</u>	
2. <u>2775 SAN BRUNO AVE</u>	<u>5450 020</u>	<u>Siu Wan Chan</u>	
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____
7. _____	_____	_____	_____
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14. _____	_____	_____	_____
15. _____	_____	_____	_____
16. _____	_____	_____	_____
17. _____	_____	_____	_____
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	Street Address, property owned	Assessor's Block & Lot	Printed Name of Owner(s)	Original Signature of Owner(s)
1.	<u>1355 BAYSHORE BLVD.</u>	<u>5447/048</u>	<u>LIM PATRICIA HWEE</u>	<u></u>
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
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5.	_____	_____	_____	_____
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City Planning Commission  
Case No. 2014-003173 CUA

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	Street Address, property owned	Assessor's Block & Lot	Printed Name of Owner(s)	Original Signature of Owner(s)
1.	2715 SAN BRUNO AVE	5450/035	3rd SYLVAN LLC	Kelly Neunen Manager, 3rd SYLVAN LLC
2.				
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## Business Entity Detail

Data is updated to the California Business Search on Wednesday and Saturday mornings. Results reflect work processed through Tuesday, August 09, 2016. Please refer to [Processing Times](#) for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

Entity Name:	3RD SYLVAN, LLC.
Entity Number:	200400710197
Date Filed:	01/02/2004
Status:	ACTIVE
Jurisdiction:	CALIFORNIA
Entity Address:	PO BOX 347300
Entity City, State, Zip:	SAN FRANCISCO CA 94134
Agent for Service of Process:	KELLY NGUYEN
Agent Address:	45 CORONA ST
Agent City, State, Zip:	SAN FRANCISCO CA 94127

\* Indicates the information is not contained in the California Secretary of State's database.

\* **Note:** If the agent for service of process is a corporation, the address of the agent may be requested by ordering a status report.

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- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to [Information Requests](#).
- For help with searching an entity name, refer to [Search Tips](#).
- For descriptions of the various fields and status types, refer to [Field Descriptions and Status Definitions](#).

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City Planning Commission  
Case No. 2014 - 003173 CVA

The undersigned declare that they are hereby subscribers to this Notice of Appeal and are owners of property affected by the proposed amendment or conditional use (that is, owners of property within the area that is the subject of the application for amendment or conditional use, or within a radius of 300 feet of the exterior boundaries of the property).

If ownership has changed and assessment roll has not been amended, we attach proof of ownership change. If signing for a firm or corporation, proof of authorization to sign on behalf of the organization is attached.

Street Address, property owned	Assessor's Block & Lot	Printed Name of Owner(s)	Original Signature of Owner(s)
1. <del>2750-2772 San Bruno</del>	<del>6048 036</del>	<del>GRINSELL DORLAND LLC</del>	
2. _____	_____	_____	_____
3. 2750 San Bruno	6048 036	Grinsell Dorland LLC (Ray Grinsell)	<i>[Signature]</i> , owner Grinsell Dorland LLC
4. _____	_____	_____	_____
5. 2770 San Bruno	6048 037	Grinsell Dorland LLC (Ray Grinsell)	<i>[Signature]</i> Owner Grinsell Dorland LLC
6. _____	_____	_____	_____
7. _____	_____	_____	_____
8. _____	_____	_____	_____
9. _____	_____	_____	_____
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21. _____	_____	_____	_____
22. _____	_____	_____	_____

## Business Entity Detail

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Data is updated to the California Business Search on Wednesday and Saturday mornings. Results reflect work processed through Tuesday, August 09, 2016. Please refer to [Processing Times](#) for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

Entity Name:	GRINSELL DORLAND LLC
Entity Number:	200824610046
Date Filed:	08/28/2008
Status:	ACTIVE
Jurisdiction:	CALIFORNIA
Entity Address:	1248 NORIEGA ST
Entity City, State, Zip:	SAN FRANCISCO CA 94122
Agent for Service of Process:	RAYMOND ALFRED GRINSELL
Agent Address:	1248 NORIEGA ST
Agent City, State, Zip:	SAN FRANCISCO CA 94122

\* Indicates the information is not contained in the California Secretary of State's database.

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City Planning Commission  
Case No. 2014-003173 CUA

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	Street Address, property owned	Assessor's Block & Lot	Printed Name of Owner(s)	Original Signature of Owner(s)
1.	<u>2817 SAN Bruno Ave</u>	<u>5457 029</u>	<u>San Bruno Avenue Property LLC</u>	 <u>President,</u> <u>SAN BRUNO AVE PROPERTY</u> <u>LLC.</u>
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
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6.	_____	_____	_____	_____
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22.	_____	_____	_____	_____

## Business Entity Detail

Data is updated to the California Business Search on Wednesday and Saturday mornings. Results reflect work processed through Tuesday, August 09, 2016. Please refer to [Processing Times](#) for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

Entity Name:	SAN BRUNO AVENUE PROPERTIES LLC
Entity Number:	200506210024
Date Filed:	03/03/2005
Status:	ACTIVE
Jurisdiction:	CALIFORNIA
Entity Address:	2323 NORIEGA STREET STE 208
Entity City, State, Zip:	SAN FRANCISCO CA 94122
Agent for Service of Process:	KWOK-YUNG CHAN
Agent Address:	800 SLOAT BLVD
Agent City, State, Zip:	SAN FRANCISCO CA 94132

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BJ

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Justin Tin	Dds	Justin Lam La DDS	See Details	Buy Report
Justin Tin	Managing Dentist	Sunset Premier Dental Office	See Details	Buy Report
Justin Tin	Prin	San Bruno Avenue Properties LLC	See Details	Buy Report
JUSTIN HO TIN PIK	Secretary	CAPITAL NEUROSURGERY PTY LTD	See Details	
JUSTIN HO TIN PIK	Director	CAPITAL NEUROSURGERY PTY LTD	See Details	
Jay Tin	General Manager	OPERA CONSULTING PTY LIMITED	See Details	Buy Report
Justin Taylor	Owner	JUSTIN TAYLOR	See Details	Buy Report
Justin Dahl	V Pres	TIN MEN SUPPLY INC	See Details	Buy Report
JUSTIN WAYNE TRIVETT	Director	JUS TIN PTY LIMITED	See Details	

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City Planning Commission

Case No. 2014-003173 CUA

The undersigned <sup>BT</sup> declare that they are hereby subscribers to this Notice of Appeal and are owners of property affected by the proposed amendment or conditional use (that is, owners of property within the area that is the subject of the application for amendment or conditional use, or within a radius of 300 feet of the exterior boundaries of the property.

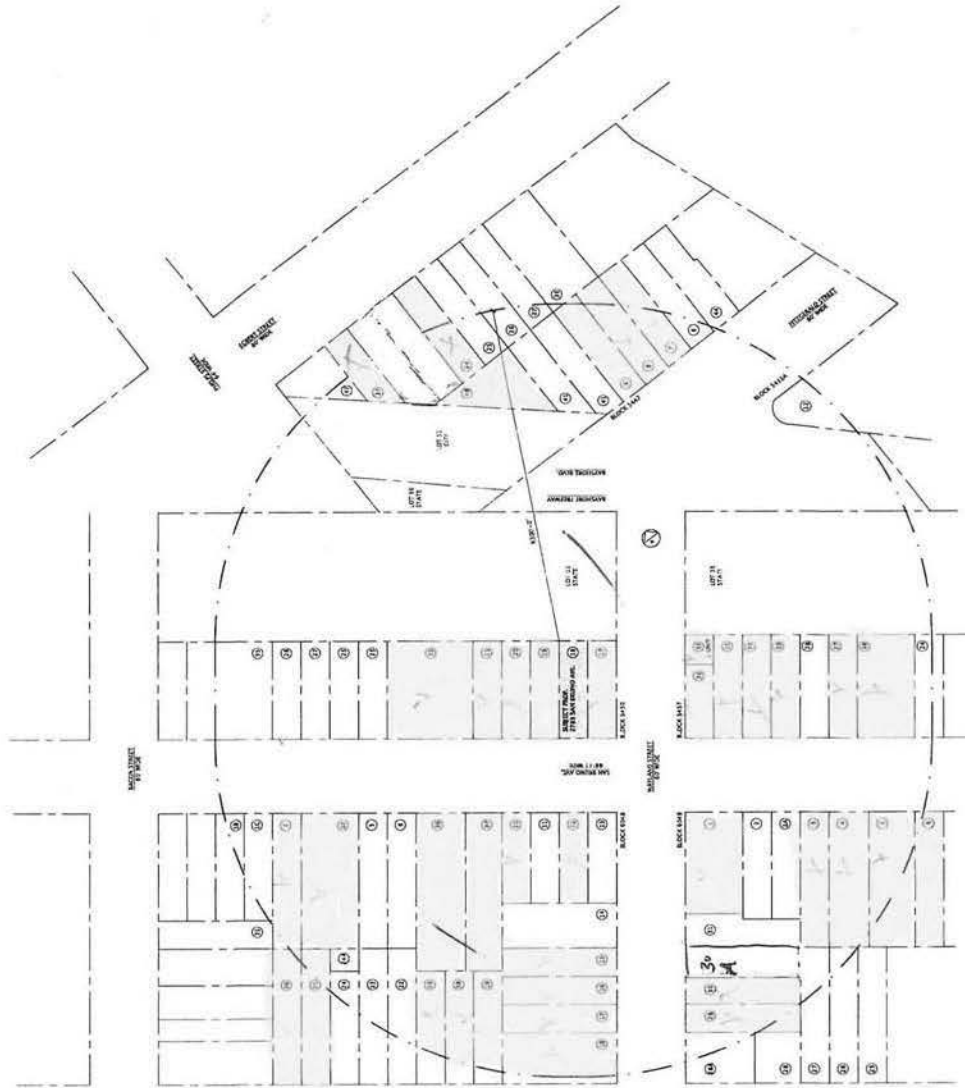
If ownership has changed and assessment roll has not been amended, we attach proof of ownership change. If signing for a firm or corporation, proof of authorization to sign on behalf of the organization is attached.

Street Address, property owned	Assessor's Block & Lot	Printed Name of Owner(s)	Original Signature of Owner(s)
1. <u>465 Girard St</u>	<u>6048/038</u>	<u>Wafa Shatara</u>	<u>Wafa Shatara</u>
2. <u>1887 EGBERT AVE</u>	<u>5447/037</u>	<u>ROBERT L. OSBORNE</u>	<u>Robert L Osborne</u>
3. _____	_____	_____	_____
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2785 SAN BRUNO AVE.  
300' RADIUS MAP  
SCALE: 1:50

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**LAW OFFICE OF STEPHEN M. WILLIAMS**  
**ATTORNEY/CLIENT TRUST ACCOUNT**  
1934 DIVISADERO ST.  
SAN FRANCISCO, CA 94115  
PH: (415) 292-3656

1141  
11-35/1210 CA  
91299

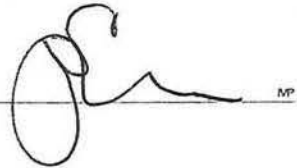
8-15-16

*Pay To The Order of* San Francisco Planning Dept \$ 562-  
Five Hundred and Sixty-Two ~~00~~ *Dollars*

**Bank of America** 

ACH R/T 121000358

*To* 2785 San Bruno C.U. Appel

 MP

Harold Clarke

## Carroll, John (BOS)

---

**From:** BOS Legislation, (BOS)  
**Sent:** Thursday, September 15, 2016 2:25 PM  
**To:** BOS Legislation, (BOS); SMW@stevewilliamslaw.com; lindahuang504@yahoo.com; brian@briankaufmandesign.com; dsilverman@reubenlaw.com; gdn208@gmail.com  
**Cc:** Givner, Jon (CAT); Stacy, Kate (CAT); Byrne, Marlena (CAT); Rahaim, John (CPC); Sanchez, Scott (CPC); Gibson, Lisa (CPC); Starr, Aaron (CPC); Rodgers, AnMarie (CPC); Speirs, Jeffrey (CPC); Ionin, Jonas (CPC); BOS-Supervisors; BOS-Legislative Aides; Calvillo, Angela (BOS); Somera, Alisa (BOS); Lew, Lisa (BOS)  
**Subject:** Appeal Response - Conditional Use Appeal - 2785 San Bruno Avenue - Appeal Hearing on September 20, 2016  
**Categories:** 160918

Good afternoon,

Please find linked below an appeal response received by the Office of the Clerk of the Board from Stephen M. Williams, concerning the Conditional Use Authorization Appeal for the proposed project at 2785 San Bruno Avenue.

[Appellant Letter - September 15, 2016](#)

**The appeal hearing for this matter is scheduled for a 3:00 p.m. special order before the Board on September 20, 2016.**

I invite you to review the entire matter on our [Legislative Research Center](#) by following the link below:

[Board of Supervisors File No. 160918](#)

Thank you,

### **Brent Jalipa**

#### **Legislative Clerk**

Board of Supervisors - Clerk's Office  
1 Dr. Carlton B. Goodlett Place, Room 244  
San Francisco, CA 94102  
(415) 554-7712 | Fax: (415) 554-5163  
[brent.jalipa@sfgov.org](mailto:brent.jalipa@sfgov.org) | [www.sfbos.org](http://www.sfbos.org)

 Click [here](#) to complete a Board of Supervisors Customer Service Satisfaction form

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**Jalipa, Brent (BOS)**

---

**From:** Board of Supervisors, (BOS)  
**Sent:** Thursday, September 15, 2016 1:28 PM  
**To:** BOS-Supervisors; BOS Legislation, (BOS)  
**Subject:** FW: 2785 San Bruno Ave - BOS File No. 160918 - Planning Case No. 2014-003173CUA - Supplement Statement In Support of Appeal Conditional Use Authorization  
**Attachments:** 2785 San Bruno Ave - 2016-09-15 - Supp Brief for Board of Supes and Exhibits.pdf  
**Categories:** 160918

**From:** Gabriel Nevin [mailto:gdn208@gmail.com]  
**Sent:** Thursday, September 15, 2016 12:53 PM  
**To:** Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>  
**Subject:** 2785 San Bruno Ave - BOS File No. 160918 - Planning Case No. 2014-003173CUA - Supplement Statement In Support of Appeal Conditional Use Authorization

Members of the Board,

Please find attached the Supplemental Statement in Support of Appeal Conditional Use Authorization in the above referenced case.

Thank you,

Gabe Nevin  
Law Office of Stephen M. Williams  
1934 Divisadero Street  
San Francisco, CA 94115  
208-841-8115



London Breed, President  
San Francisco Board of Supervisors  
City Hall, #1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102

September 15, 2014

RE: **SUPPLEMENTAL STATEMENT IN SUPPORT OF APPEAL-  
CONDITIONAL USE AUTHORIZATION**  
**2785 San Bruno Avenue—Special Order September 20, 2016---3:00pm**  
BOS File No. 160918, Planning Case No. 2014-003173CUA Appeal of  
Conditional Use Authorization Permitting the  
**Demolition of Sound Affordable Rent-Controlled Housing**

President Breed and Members of the Board:

**Introduction**

This Supplemental Statement is submitted as a supplement to the prior materials in support of the appeal of the conditional use authorization granted by the Planning Commission. We have previously submitted to Planning a Petition signed most of the immediate neighborhood residents opposing the project as incompatible with the neighborhood and an improper use of the conditional use procedure. With this appeal, the neighbors submitted the signatures from the neighboring property owners representing more than 56% of the area within the 300-foot radius of the subject property. (only 20% needed to qualify the appeal).

In opposition to the neighbors' appeal the Dept. and the Developers take an unusual and completely improper tactic----they want to change the underlying facts of the Appeal as presented to the Planning Commission and as set forth in the application itself. The reason is simple. After receiving the Appeal brief the Dept. and the Developers now realize that the conditional use authorization was improperly granted to demolish two sound affordable (and occupied) rent controlled units. So now they come forward with a brand new theory that the second unit at the site is not really a unit because it does not have a kitchen.... therefore, they reason, both units may be demolished.

This tactic to try and change the underlying facts on an appeal is unprecedented and completely improper. The Dept. cannot simply change the underlying operative facts of a conditional use application at the appeal stage and thereby present to the Board a different set of "facts" than that presented to the Planning Commission for the underlying decision. As noted below, the "new evidence" (that the second unit has no kitchen) is completely false and is obviously a clumsy attempt to circumvent the law and important housing policies protecting affordable, rent controlled housing. The Board must stand up and reject loud and clear such a bizarre and desperate fraud and grant the appeal to save these valuable units of housing.

**1. The Dept.'s (and Developer's) Written Responses Falsely and Improperly Attempt to Alter the Underlying Facts and Record on Appeal and Attempts to Present a Completely Different Factual Scenario to the Board Than That Which was Presented and Ruled Upon by the Planning Commission**

The application filed by the developers states and the Planning Commission was told that there are two units at the site—one single family home and an “unauthorized unit.” As typically happens all over the City, there is an in-law unit in the garage, constructed without permits but which has been continuously occupied (and is still occupied). All of the analysis done by the Dept. was based on these facts and the neighbors are keenly aware that there are two units at the site and have been for years. As pointed out in the Appellants’ supporting documents, this fact (two units) has the following legal and policy ramifications:

- a. The units are covered by the Rent Control Ordinance—a single family home with a second unit (even an unauthorized unit) falls within the protections of Rent Control;
- b. Demolishing such units destroys “naturally affordable” sound rent-controlled housing and violates the overwhelming weight of the General Plan Policies, Housing Preservation Policies, the Mayor’s Executive Directives and every plan and policy in place (or contemplated) to attempt to address the affordability crisis that has been wreaking havoc with our City.
- c. The Dept. (and the Commission) failed to follow the new mandatory provisions of the Planning Code at Section 317(g)(6) (amended March 1, 2016) designed to save unauthorized housing units because of the affordability crisis.

Rather than accept that the project was approved in error and the Dept. failed to even follow the straightforward analysis proscribed by the Code, now the Dept. and the developers take the unusual and completely unprecedented step of attempting to falsely change the underlying facts of the appeal---without explanation. The letter submitted to the Board by the Planning Dept. admits that the Dept. and the staff found there was a second unit at the site on July 14, 2016, at the time of the Planning Commission hearing but that since that time, “*additional evidence provided since the hearing*” now convinces the Dept. otherwise. (Planning Dept. Response Letter dated September 12, 2016, page 2, footnote 1).

No explanation is provided as to what the “additional evidence” consists of, where it came from and why it was not produced over the past year while the application was pending. The mysterious “additional evidence” is not provided to the Board of Supervisors or to Appellants in the material filed by the Dept.

The Developers’ attorney takes a different approach he filed opposing the Appeal. The Developers starkly claim there is no additional unit and there never was such a unit; the developers’ representative then attacks counsel for the Appellants personally (over and over again) claiming that Appellants’ “theory” of an unauthorized unit is “fanciful”

and “unsupported by any City law or City Planner.” (Reuben, Junius & Rose brief, page 2, paragraph #2). Of course, all of this nonsense and bluster completely ignores the fact that the existence of the unit was part of the analysis by the Dept. and was submitted as a fact at the Planning Commission. The developers’ representative, attorney David Silverman also offers no explanation for the sudden change in the facts by the developers and fails to explain the missing unit except to attack the appeal as “based on deception and misrepresentation.” (RJR brief Page 13).

**2. The In-Law Unit Had a Kitchen Until It Was Removed by the Developers in Order to Obtain Authorization to Demolish Both Naturally Affordable Sound Rent Controlled Units -----Appellants Hereby Submit Irrefutable Photographic Evidence to Confirm the Kitchen was Removed from the Unit**

The only explanation offered by the Department and the Developers as to why the second unit at the site is suddenly now, not to be considered a housing unit is an unsupported claim that the unit has no kitchen. (Planning Dept. Letter page 7 second paragraph; RJR brief page 2 paragraph #2 and page 3 & paragraph # 7). Of course it has no kitchen! The Developers removed the kitchen hoping to slip the application by the Dept. and hoping to avoid the policies of the City that forbid the demolition of this housing!

The assertion that the unit has no kitchen is a complete misrepresentation of the actual facts surrounding the second unit at the site. As shown in the attached drawing from the Developers’ application, (Exhibit 1) the existing floor plan has a second unit which is attached to the main unit and shares an attached wall with the unit. This in-law unit has a bathroom, a kitchen and a bedroom (labeled “workshop”). It has a separate accessible entrance (Exhibit 2) and is independent of the main residential unit. There is no open visual connection to the main residential unit on the property. There is no question this unit meets ALL the criteria for a viable unauthorized unit set forth in Section 317.

The photographs following the drawing clearly show where the stove/oven was removed (Exhibit 3 &4). The gas line connection for the stove is still in the wall (Exhibit 5) and the oven exhaust fan and Hood is still attached to the wall above where the stove used to be. As evidenced by Exhibit 5, there are obvious stains on the wall from where the stove was located and the stains are further evidence of heavy and long term use. The assertions by the Dept. and the developer that the unit had no kitchen is simply and completely false and the attached photographs prove beyond any and all doubt that the unit was separate independent and fully equipped.

The series of attached photographs was taken this week by one of the neighbors on September 12, 2016, showing the subject second unit. Obviously the kitchen was fully equipped with a stove/oven and the gas connection pipe is still present and protruding from the wall. There is a range hood directly above where the oven was before it was removed by the Developers. Further the developers brief flatly asserts that the second unit is a “workshop” and that no one can sleep or live in the “workshop” as a separate

dwelling unit. (RJR brief page 3 paragraph #7). This is a direct misrepresentation of the true facts. There are tenants currently living in the unit and the neighbors were able to speak with them and take photographs of the separate entrance to the unit from San Bruno Avenue (Exhibit 2) and take photographs of the kitchen (Exhibits 3,4 &5) and the bedroom (Exhibit 6) which Mr. Silverman directly misrepresents as a “workshop”. The bed is visible and the tenant’s clothing and other personal effects make it crystal clear this was a separate in-law unit used for many years before the developers submitted the application to the Dept. to demolish it.

**3. The Dept. and the Developers Must Not Be Permitted to Change the Underlying Facts on the Appeal of the Conditional Use Authorization**

Attempting to change the underlying facts on appeal, especially the most important operative fact at the time of an appeal flies in the face of every concept of fundamental fairness and due process. On an appeal, the facts and the decision are to remain static and the parties to the appeal are permitted to dispute and argue the application of the laws and policies---only. It is incomprehensible now that the Department wishes to backtrack and completely change its position on the facts after the application has been pending for more than a year with no challenge to the facts and no changes to the application by the Department or the developer.

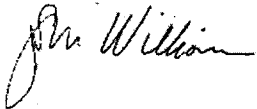
The problem for the opponents of the appeal is that both the Department and the developer know that they are dead wrong on the policies and the applicable law in this instance and they both know for a fact that the retention of these two affordable rent controlled units is mandated by the overwhelming weight of the policies of the Planning Code, the General Plan and all common sense and decency. The Board of Supervisors must not tolerate such absolutely clumsy false representations placed before it in this instance. At a minimum, the project has to be returned to the Planning Department for an analysis under the true facts of the situation. The Department’s position makes no sense at all. At the time the application was reviewed by the Dept., the application was submitted as having two units at the site. In that situation before the Planning Commission, the Department failed to apply the new provisions of the Planning Code applicable to unauthorized units at a time when the Dept. was acknowledging the fact that the building has an unauthorized unit in it!

The very fact that the Department would attempt to change the underlying facts and would ignore the presence of the second unit at the site speaks volumes about how the Dept. treats affordable rent controlled housing and how easily the Dept. bends to the will of the developers seeking to destroy such units. We all know there is an occupied unit at the site and that the tenants currently living in the units will be displaced if the project is approved. Obviously the housing that will replace these units will be exponentially more expensive that what is currently there. The Board of Supervisors must in this instance show that it is the stopgap and the last line of defense for this crucial and irreplaceable source of housing and must stand up to the nonsense and obvious false information being provided to the Board by the developers and the Dept.

**Conclusion**

The Proposed Project violates numerous priority policies which mandate that the City, the Board of Supervisors and the Planning Commission must act to save affordable, rent controlled housing---especially in the face of the current affordability crisis. The facts show that there is a separate housing unit at the site and that it had a full kitchen and functioned a viable and independent housing unit until the stove was removed. The Appellants ask that the appeal be granted and that the naturally affordable rent controlled housing be retained at the site.

RESPECTFULLY SUBMITTED,

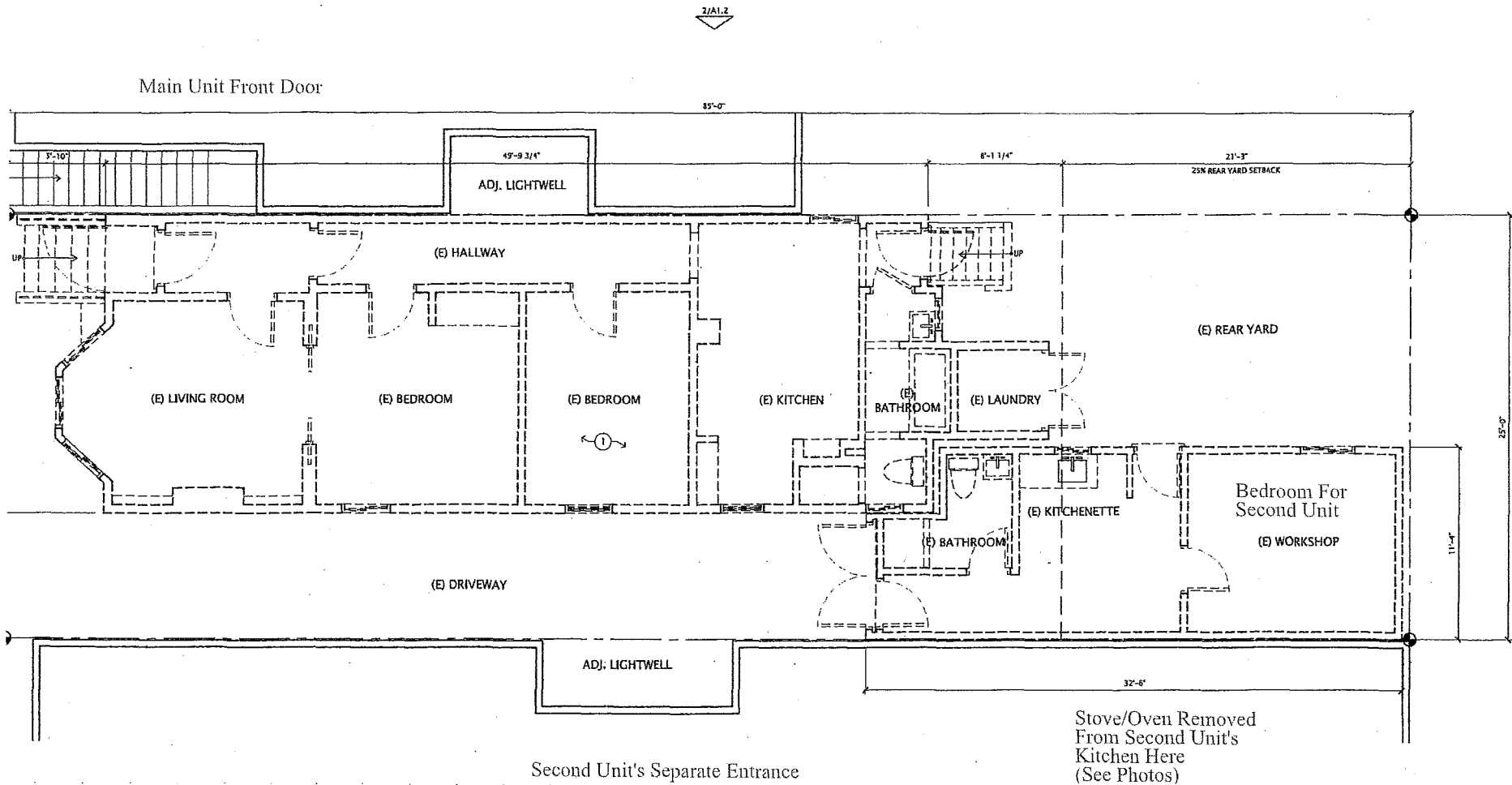
A handwritten signature in cursive script, appearing to read "Stephen M. Williams".

STEPHEN M. WILLIAMS, Attorney for the Appellants

# Exhibit 1



# 2785 San Bruno Avenue Existing Floor Plan from Sponsors' Application

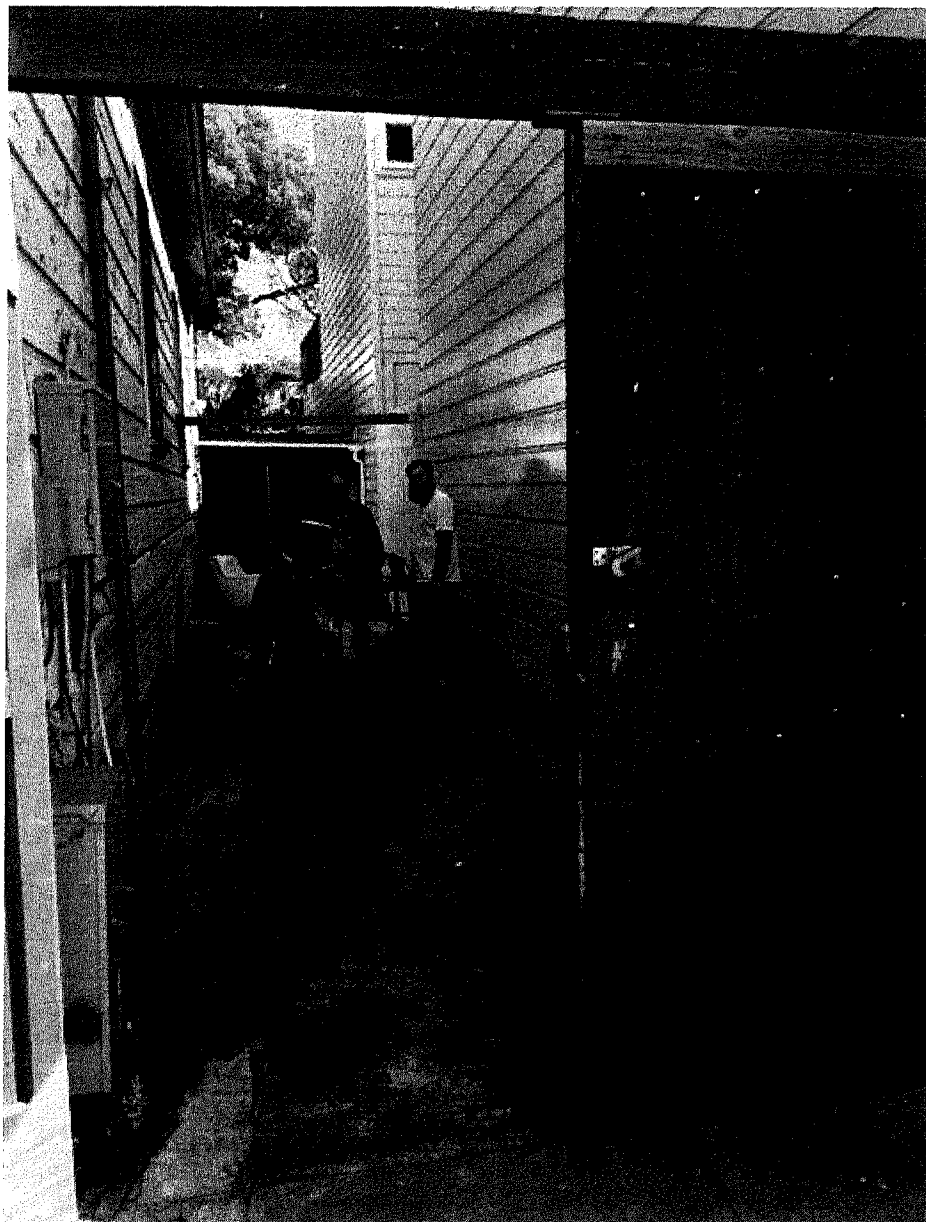


PLAN

# Exhibit 2

Separate Independent Entrance To Second Unit at 2785 San Bruno Ave.

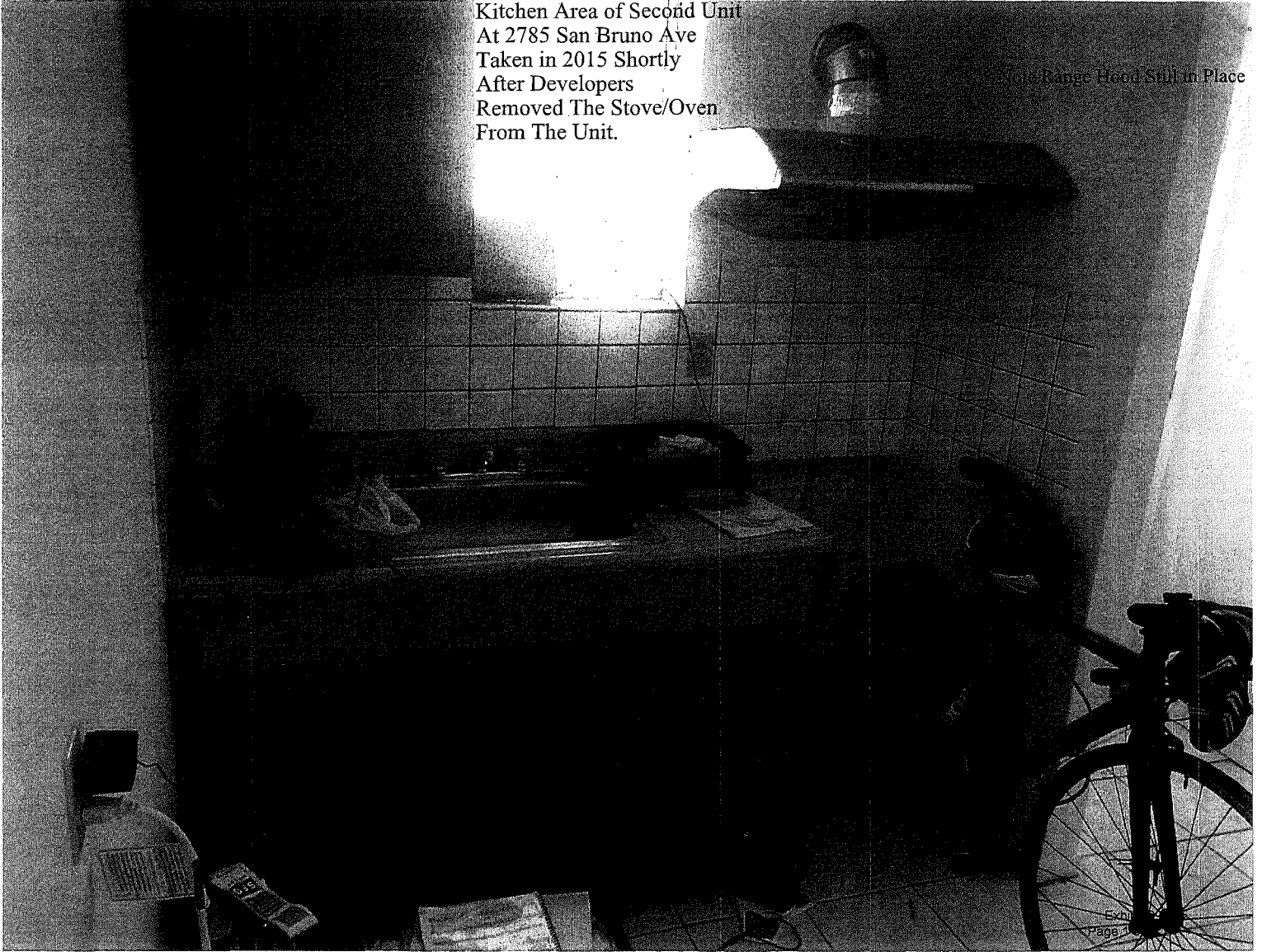
Current Tenants Pictured



# Exhibit 3

Kitchen Area of Second Unit  
At 2785 San Bruno Ave  
Taken in 2015 Shortly  
After Developers  
Removed The Stove/Oven  
From The Unit.

Note Range Hood Still in Place



# Exhibit 4

Same Kitchen Area In Second Unit  
Photo Taken September 12, 2016

Note Range Hood  
Still In Place



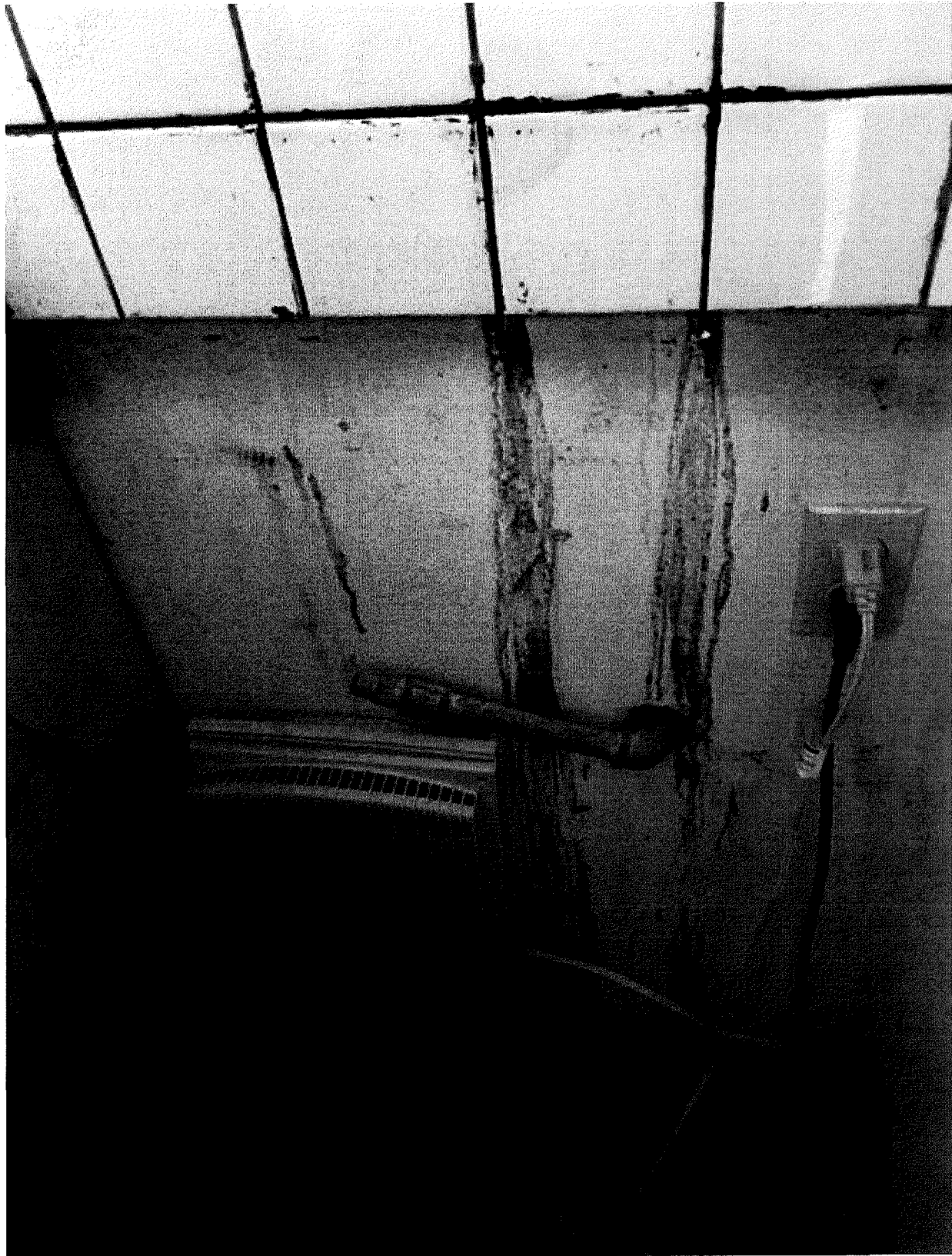
Exhibit 4  
Page 1 of 1



# Exhibit 5

# Close Up of Gas Connection Used For Stove/Oven in Second Unit

Note Staining on Wall Showing Heavy, Long-Term Use As A Kitchen



# Exhibit 6

Bedroom of Second Unit which Developers Label as  
"Workshop" on Plans and in Briefs Before the Board



## Carroll, John (BOS)

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**From:** BOS Legislation, (BOS)  
**Sent:** Monday, September 12, 2016 4:59 PM  
**To:** BOS Legislation, (BOS); SMW@stevewilliamslaw.com; lindahuang504@yahoo.com; brian@briankaufmandesign.com; dsilverman@reubenlaw.com  
**Cc:** Givner, Jon (CAT); Stacy, Kate (CAT); Byrne, Marlana (CAT); Rahaim, John (CPC); Sanchez, Scott (CPC); Gibson, Lisa (CPC); Starr, Aaron (CPC); Rodgers, AnMarie (CPC); Speirs, Jeffrey (CPC); Ionin, Jonas (CPC); BOS-Supervisors; BOS-Legislative Aides; Calvillo, Angela (BOS); Somera, Alisa (BOS); Lew, Lisa (BOS)  
**Subject:** Appeal Response - Conditional Use Appeal - 2785 San Bruno Avenue - Appeal Hearing on September 20, 2016  
**Categories:** 160918

Good afternoon,

Please find linked below an appeal response received by the Office of the Clerk of the Board from the Planning Department, concerning the Conditional Use Authorization Appeal for the proposed project at 2785 San Bruno Avenue.

[Planning Response - September 12, 2016](#)

**The appeal hearing for this matter is scheduled for a 3:00 p.m. special order before the Board on September 20, 2016.**

I invite you to review the entire matter on our [Legislative Research Center](#) by following the link below:

[Board of Supervisors File No. 160918](#)

Thank you,

### **Brent Jalipa**

#### **Legislative Clerk**

Board of Supervisors - Clerk's Office  
1 Dr. Carlton B. Goodlett Place, Room 244  
San Francisco, CA 94102  
(415) 554-7712 | Fax: (415) 554-5163  
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 Click [here](#) to complete a Board of Supervisors Customer Service Satisfaction form

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# SAN FRANCISCO PLANNING DEPARTMENT

**MEMO**

## APPEAL OF CONDITIONAL USE AUTHORIZATION 2785 San Bruno Avenue

1650 Mission St.  
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San Francisco,  
CA 94103-2479

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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

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

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

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RECEIVED  
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**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

unit<sup>1</sup> 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

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<sup>1</sup> At the Planning Commission hearing on July 14<sup>th</sup>, 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 4<sup>th</sup> 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 versus 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.<sup>2</sup>

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

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<sup>2</sup> 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](mailto: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.

<b>RECOMMENDATION:</b> <b>Approval with Conditions.</b>
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### **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

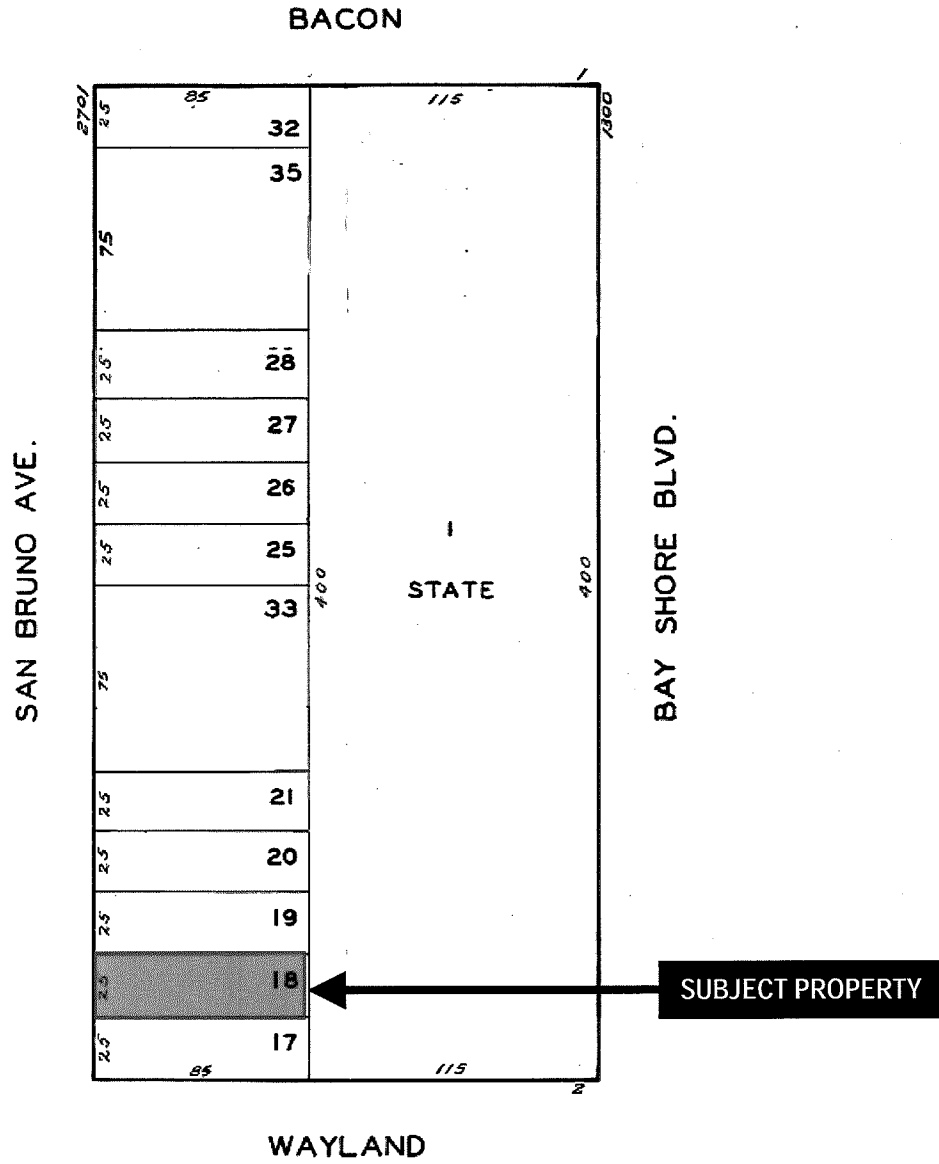
- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Executive Summary           | <input checked="" type="checkbox"/> Project sponsor submittal   |
| <input checked="" type="checkbox"/> Draft Motion                | Drawings: <u>Existing Conditions</u>                            |
| <input checked="" 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

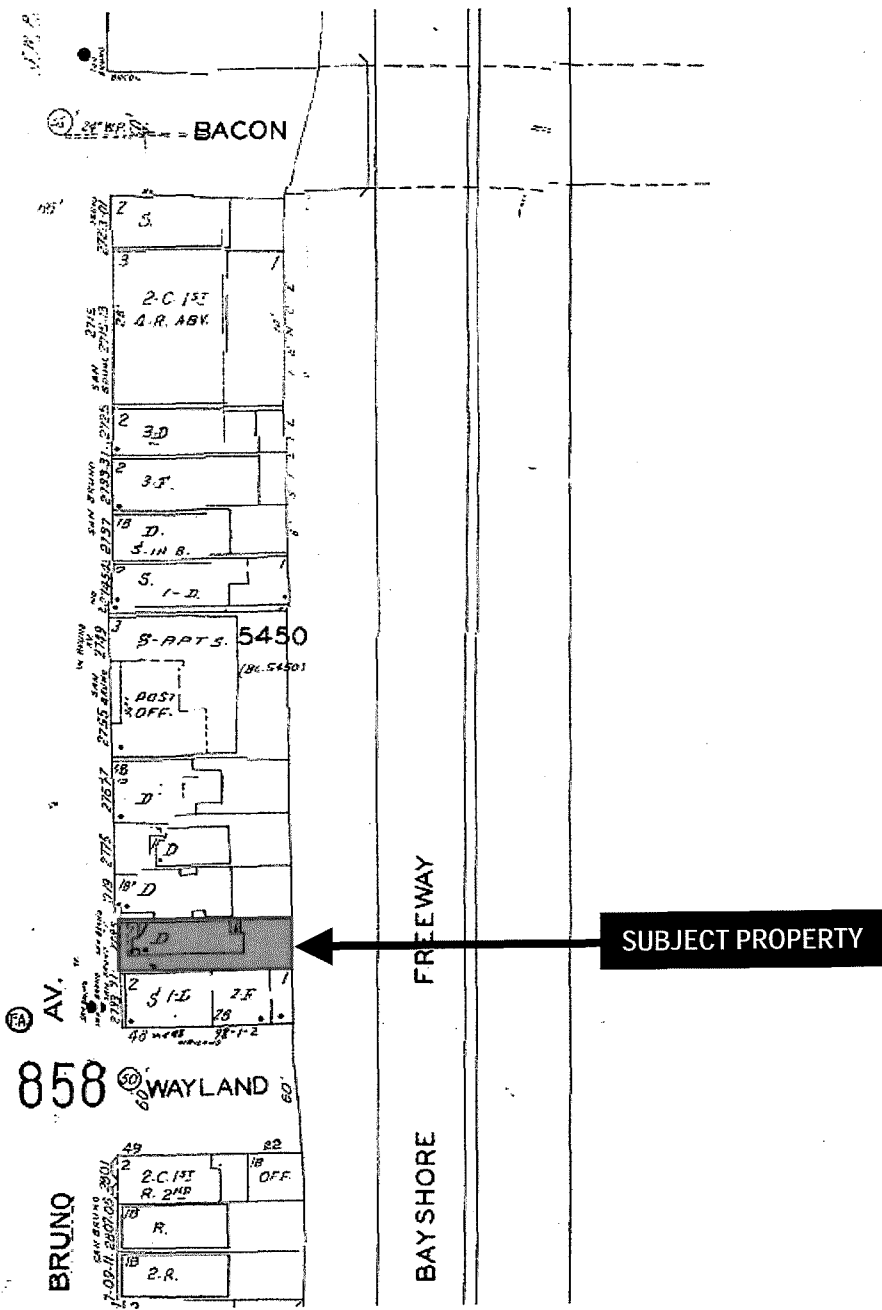
JS: G:\DOCUMENTS\Conditional Use\2785 San Bruno Avenue - DU Demo\Executive Summary.docx

# Parcel Map





# Sanborn Map\*



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



# Aerial Photo



# Aerial Photo

SUBJECT PROPERTY



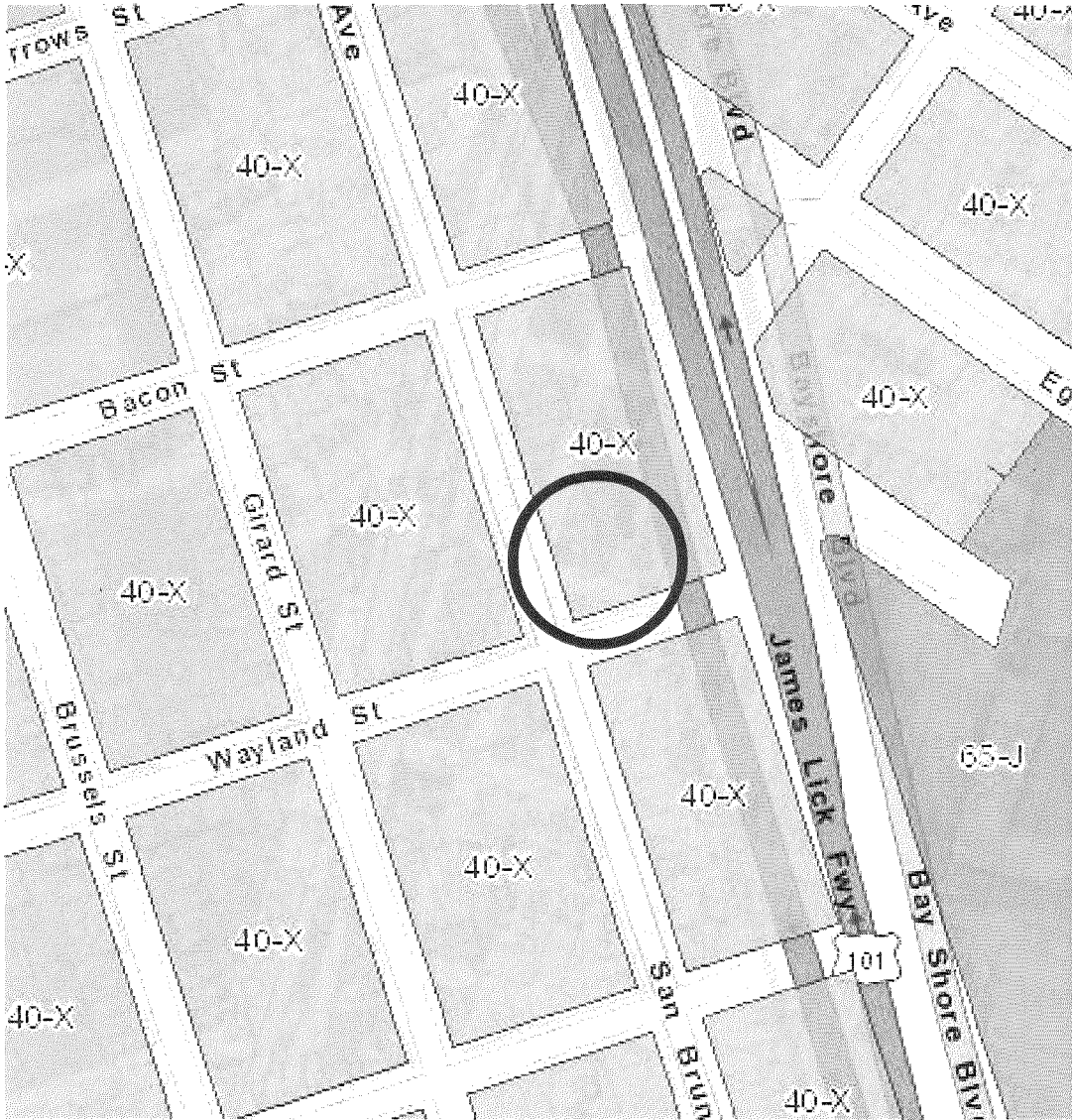
# Zoning Map



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



# Height and Bulk Map





# Site Photo



# Site Photo





# 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

<b>*Note: If neither class applies, an <i>Environmental Evaluation Application</i> is required.*</b>	
<input checked="" type="checkbox"/>	<b>Class 1 – Existing Facilities.</b> Interior and exterior alterations; additions under 10,000 sq. ft.
<input checked="" type="checkbox"/>	<b>Class 3 – New Construction/ Conversion of Small Structures.</b> 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

<b>If any box is checked below, an <i>Environmental Evaluation Application</i> is required.</b>	
<input checked="" type="checkbox"/>	<b>Air Quality:</b> 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 &gt; CEQA Catex Determination Layers &gt; Air Pollutant Exposure Zone)</i>
<input type="checkbox"/>	<b>Hazardous Materials:</b> 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>Maheer program, or other documentation from Environmental Planning staff that hazardous material effects would be less than significant (refer to EP_ArcMap &gt; Maheer layer).</i>
<input type="checkbox"/>	<b>Transportation:</b> 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"/>	<b>Archeological Resources:</b> 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"/>	<b>Subdivision/Lot Line Adjustment:</b> 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"/>	<b>Slope = or &gt; 20%:</b> 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) <b>If box is checked, a geotechnical report is required.</b>
<input type="checkbox"/>	<b>Seismic: Landslide Zone:</b> 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) <b>If box is checked, a geotechnical report is required.</b>
<input type="checkbox"/>	<b>Seismic: Liquefaction Zone:</b> 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) <b>If box is checked, a geotechnical report will likely be required.</b>
<b><u>If no boxes are checked above, GO TO STEP 3. If one or more boxes are checked above, an Environmental Evaluation Application is required, unless reviewed by an Environmental Planner.</u></b>	
<input checked="" type="checkbox"/>	<b>Project can proceed with categorical exemption review. The project does not trigger any of the CEQA impacts listed above.</b>
<b>Comments and Planner Signature (optional):</b>  Sponsor enrolled in DPH Article 38 program.	

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

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

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

Check all that apply to the project.	
<input type="checkbox"/>	1. <b>Change of use and new construction.</b> Tenant improvements not included.
<input type="checkbox"/>	2. <b>Regular maintenance or repair</b> to correct or repair deterioration, decay, or damage to building.
<input type="checkbox"/>	3. <b>Window replacement</b> that meets the Department's <i>Window Replacement Standards</i> . Does not include storefront window alterations.
<input type="checkbox"/>	4. <b>Garage work.</b> 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 <i>Residential Design Guidelines</i> .
<input type="checkbox"/>	5. <b>Deck, terrace construction, or fences</b> not visible from any immediately adjacent public right-of-way.
<input type="checkbox"/>	6. <b>Mechanical equipment installation</b> that is not visible from any immediately adjacent public right-of-way.
<input type="checkbox"/>	7. <b>Dormer installation</b> that meets the requirements for exemption from public notification under <i>Zoning Administrator Bulletin No. 3: Dormer Windows</i> .
<input type="checkbox"/>	8. <b>Addition(s)</b> 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.
<b>Note: Project Planner must check box below before proceeding.</b>	
<input type="checkbox"/>	Project is not listed. <b>GO TO STEP 5.</b>
<input type="checkbox"/>	Project does not conform to the scopes of work. <b>GO TO STEP 5.</b>
<input type="checkbox"/>	Project involves <b>four or more</b> work descriptions. <b>GO TO STEP 5.</b>
<input type="checkbox"/>	Project involves <b>less than four</b> work descriptions. <b>GO TO STEP 6.</b>

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

<input type="checkbox"/>	<p>9. <b>Other work</b> that would not materially impair a historic district (specify or add comments):</p> <p><i>(Requires approval by Senior Preservation Planner/Preservation Coordinator)</i> _____</p>
<input type="checkbox"/>	<p>10. <b>Reclassification of property status.</b> <i>(Requires approval by Senior Preservation Planner/Preservation Coordinator)</i></p> <p style="padding-left: 40px;"><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><b>Note: If ANY box in STEP 5 above is checked, a Preservation Planner MUST check one box below.</b></p>	
<input type="checkbox"/>	<p><b>Further environmental review required.</b> Based on the information provided, the project requires an <i>Environmental Evaluation Application</i> to be submitted. <b>GO TO STEP 6.</b></p>
<input type="checkbox"/>	<p><b>Project can proceed with categorical exemption review.</b> The project has been reviewed by the Preservation Planner and can proceed with categorical exemption review. <b>GO TO STEP 6.</b></p>
<p><b>Comments (optional):</b></p> 	
<p><b>Preservation Planner Signature:</b></p>	

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

<input type="checkbox"/>	<p><b>Further environmental review required.</b> Proposed project does not meet scopes of work in either <i>(check all that apply)</i>:</p> <p style="padding-left: 40px;"><input type="checkbox"/> Step 2 – CEQA Impacts</p> <p style="padding-left: 40px;"><input type="checkbox"/> Step 5 – Advanced Historical Review</p> <p><b>STOP! Must file an <i>Environmental Evaluation Application</i>.</b></p>	
<input checked="" type="checkbox"/>	<p><b>No further environmental review is required. The project is categorically exempt under CEQA.</b></p>	
	<p><b>Planner Name:</b></p> <p><b>Project Approval Action:</b></p> <p style="padding-left: 20px;">Planning Commission Hearing</p> <p><small>If Discretionary Review before the Planning Commission is requested, the Discretionary Review hearing is the Approval Action for the project.</small></p>	<p><b>Signature:</b></p> <p style="font-size: 2em; font-weight: bold;">Jean Poling</p> <p><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'</small></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
---------------------------------	--	--------------------------	-----------

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.	

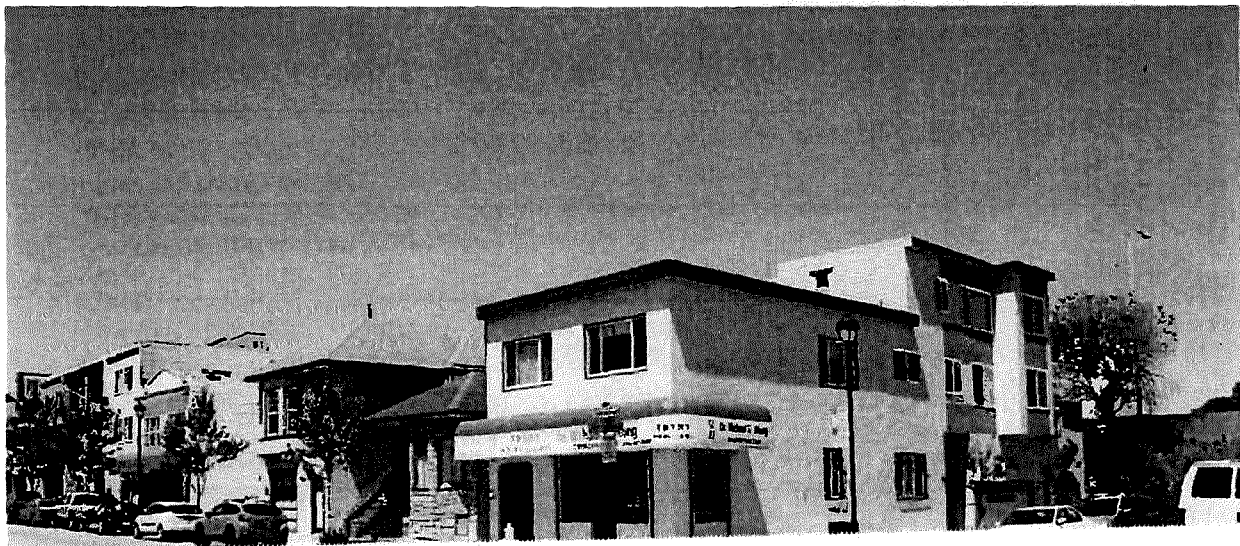
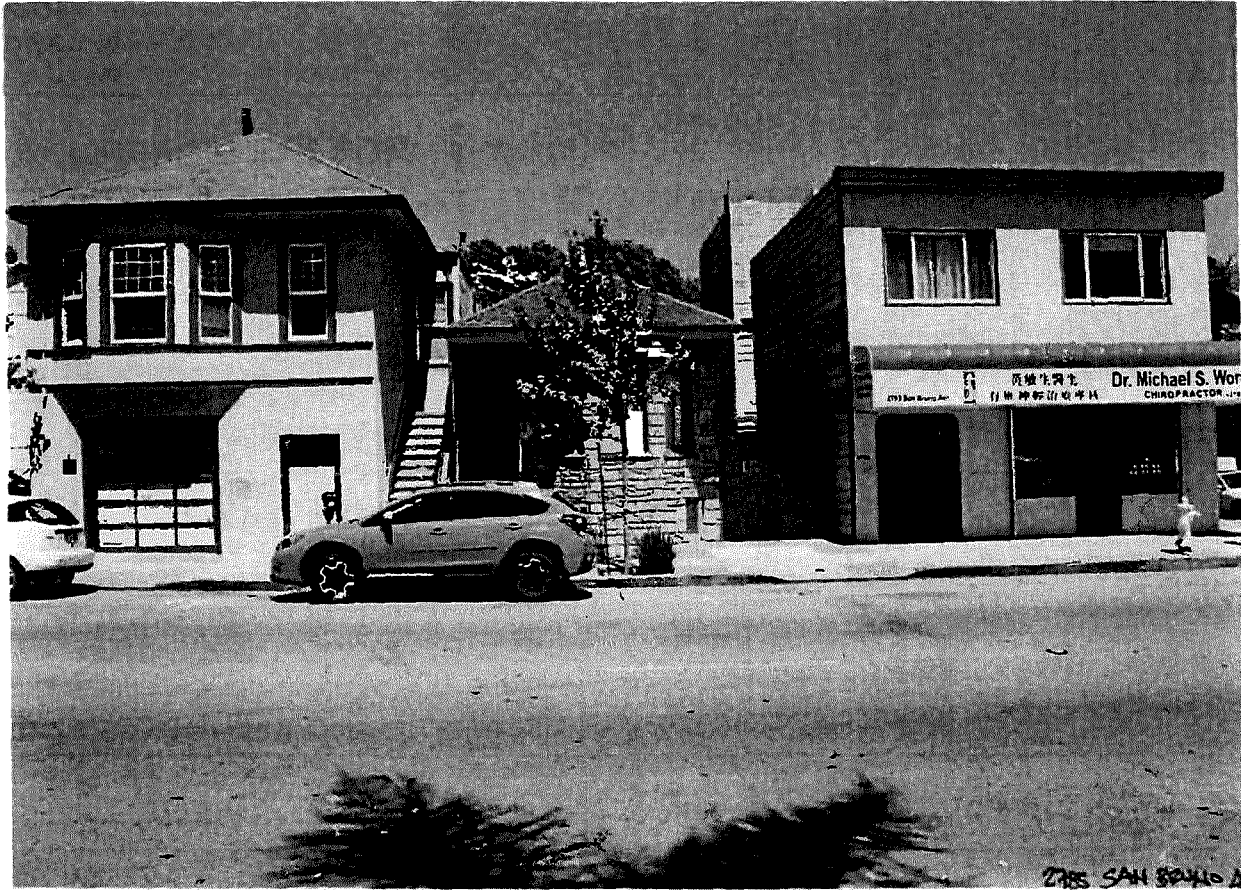
PRESERVATION TEAM REVIEW:				
Historic Resource Present		<input type="radio"/> Yes	<input checked="" type="radio"/> No *	<input type="radio"/> N/A
Individual		Historic District/Context		
Property is individually eligible for inclusion in a California Register under one or more of the following Criteria:		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.

<b>PRESERVATION TEAM COMMENTS:</b>	
<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>J Ma Da</i>	1-22-2015



# NEW MIXED USE BUILDING

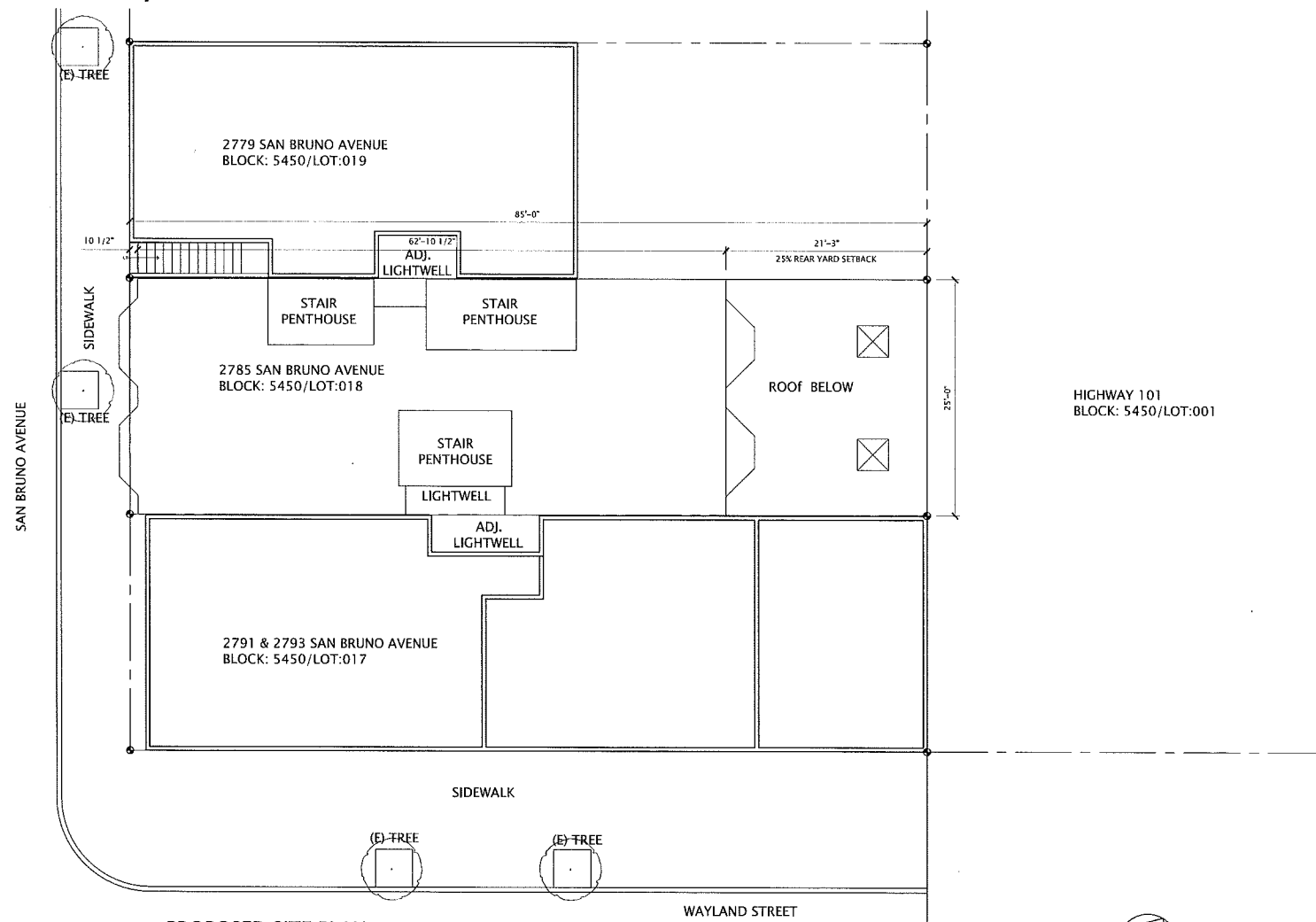
## 2785 SAN BRUNO AVENUE SAN FRANCISCO, CALIFORNIA 94134

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)



1 PROPOSED EXTERIOR VIEW FROM SAN BRUNO



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

### PROJECT DESCRIPTION

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

### PROJECT NOTES

1. 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

2. 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

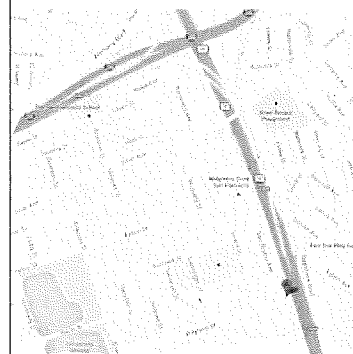
OWNER: LINDA HUANG  
PO BOX 12577  
SAN FRANCISCO CA 94112

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

STRUCTURAL ENGINEER:

CONTRACTOR:

### SITE MAP



### 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	RFG ROOFING	SPD SEE PLUMBING DRAWINGS	TO TOP
ADJ ADJACENT, ADJUSTABLE	CLB CABINET	DIA DIAMETER	EQ EQUAL	FRAM FRAMING	HPV HOT WATER HEATER	MAX MAXIMUM	OD OUTSIDE DIAMETER	RFI REINFORCING IRON	REG RAILING	TO... TO...	TS TOP OF
AFV ABOVE FINISH FLOOR	CLG CENTER LINE	DIFF DIFFUSER	EQUI EQUIPMENT	FT FT OR FEET	ID INSIDE DIAMETER	MECH MECHANICAL	OH OVER HEAD	REG ROUGH OPENING	RLG REVEAL	TS TUBE STEEL	TYP TYPICAL
ALUM ALUMINUM	CLD CLOSET	DN DOWN	EXP EXPANSION	FTC FOOTING	IF INCH	MET METAL	OFF OFFSET	RVL RAIN WATER LEADER	RWL RAIN WATER LEADER	STD STANDARD	UNLESS OTHERWISE NOTED
APR APPROXIMATE	CLM CLOSET	DR DOOR	EXT EXTERIOR	FUR FLOOR FINISH	IN INCH	MFR MANUFACTURE	OPP OPPOSITE	SD SMOKE DETECTOR	SA SUPPLY AIR	UTL UTILITY	UTL UTILITY
ARCH ARCHITECTURAL	CLR CLEAR	DWG DRAWING	EXT EXTERIOR	GA GALV GALVANIZED	INT INTERNATIONAL	MIN MINIMUM	PER PERFORATED	SECT SECTION	SC SOLID CORE	VERT VERTICAL	VERT VERTICAL
BD BOARD	COC COIL	DR DOOR	EXT EXTERIOR	GWB GYPSUM WALLBOARD	INCL INCLUDE	MIR MIRROR	FLAM FLAME	SED SEE ELECTRICAL DRAWINGS	SD SMOKE DETECTOR	VIF VERTICAL	VIF VERTICAL
BEW BETWEEN	COC COIL	DWG DRAWING	EXT EXTERIOR	GYP GYPSUM	INSUL INSULATION	MISC MISCELLANEOUS	FLAS PLASTER	SES SEE ELECTRICAL DRAWINGS	SC SCHEDULE	W/O WITH	W/O WITH
BLDG BUILDING	CONC CONCRETE	EQ EXISTING	EXT EXTERIOR	HC HOLLOW CORE	INT INSULATION	MID INDICATED	FLG FLUORIMING	SES SERVIC	SD SMOKE DETECTOR	WC WATER CLOSET	WC WATER CLOSET
BLK BLOCK	CONSTR CONSTRUCTION	EXP EXPANSION JOINT	EXT EXTERIOR	HW HOLLOW CORE	JT JOINT	MUL MILLION	FLW FLOWWOOD	SEMIC SERVIC	SECT SECTION	W/D WITH	W/D WITH
BLKG BLOCKING	CONT CONTIGUOUS	ELEV ELEVATION	EXT EXTERIOR	HWWD HARDWOOD	LAM LAMINATE	N/A NOT APPLICABLE	FRIB FIRE RESISTANT	SEMI SEMI	SEL SEE ELECTRICAL DRAWINGS	W/O WITH	W/O WITH
BLT BUILT	CFT CABINET	ELEC ELECTRICAL	EXT EXTERIOR	HWWD HARDWOOD	LB LB	NC NOT IN CONTRACT	FRIB FIRE RESISTANT	SEMI SEMI	SECT SECTION	WC WATER CLOSET	WC WATER CLOSET
BMNT BASEMENT	CTR CENTER	EMER EMERGENCY	EXT EXTERIOR	HWWD HARDWOOD	LH LEFT HAND	NO NUMBER	FRIB FIRE RESISTANT	SFM SQUARE FOOT / FEET	SECT SECTION	W/D WITH	W/D WITH
B/B BACK TO BACK	CTS CENTER	ENAM ENAMEL	EXT EXTERIOR	HWWD HARDWOOD	LT LEFT HAND	NOM NOMINAL	FRIB FIRE RESISTANT	SM SIMILAR	SECT SECTION	W/D WITH	W/D WITH
	CTSK COUNTERSUNK	ENCL ENCLOSURE	EXT EXTERIOR	HWWD HARDWOOD	LW LIGHT	NTS NOT TO SCALE	FRIB FIRE RESISTANT	SM SIMILAR	SECT SECTION	W/D WITH	W/D WITH

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



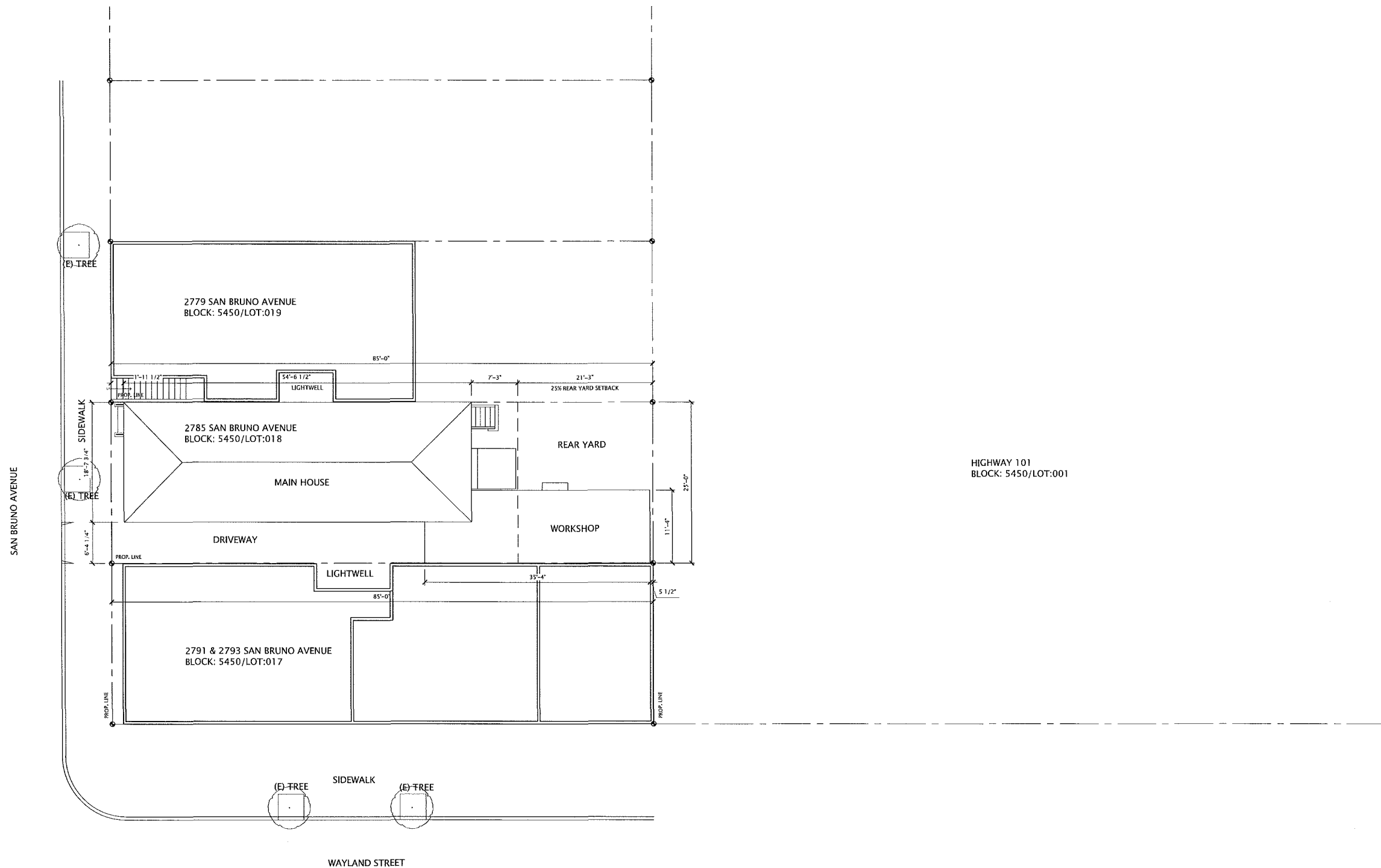
### TITLE SHEET SITE PLAN

DESCRIPTION	DATE

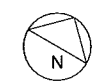
SCALE: AS NOTED

DATE: 4/20/2015

# A0.0



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



BRIAN KAUFMAN DESIGN  
77 VAN NESS AVE. #501  
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415.279.6785 (voice) 415.400.5171 (fax)

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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**





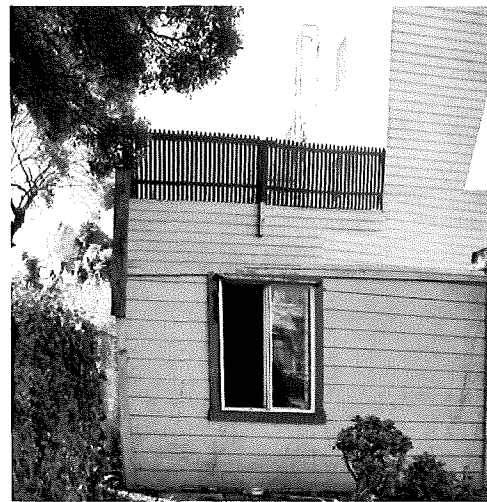
1 SAN BRUNO STREET FACING EAST



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



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**NEW MIXED USE**  
2785 SAN BRUNO AVENUE  
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BLOCK 5450 / LOT 018

REQUIRED PHOTOS

DESCRIPTION	DATE

SCALE: AS NOTED

DATE: 4/20/2015

**A0.2**

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 SAN FRANCISCO, CA 94102  
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**NEW MIXED USE**  
 2785 SAN BRUNO AVENUE  
 SAN FRANCISCO, CA 94134  
 BLOCK 5450 / LOT 018



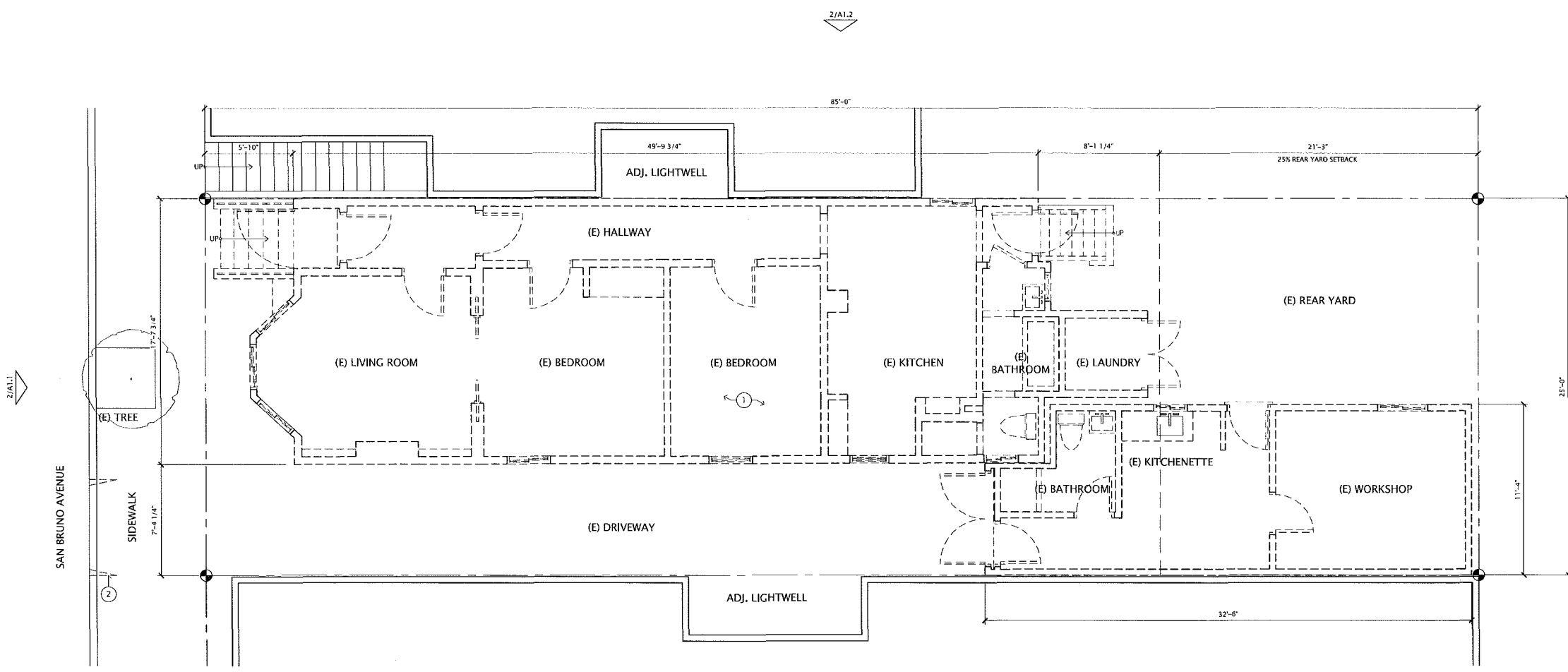
**EXISTING & DEMOLITION PLAN**

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 MET. FENCE & GATE
  - ⑤ ACCESSIBLE TOILET RM

BRIAN KAUFMAN DESIGN  
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**NEW MIXED USE**  
 2785 SAN BURNO AVENUE  
 SAN FRANCISCO, CA 94134  
 BLOCK 5450 / LOT 018



**EXISTING FRONT & REAR ELEVATIONS**

DESCRIPTION	DATE

SCALE: AS NOTED

DATE: 4/20/2015

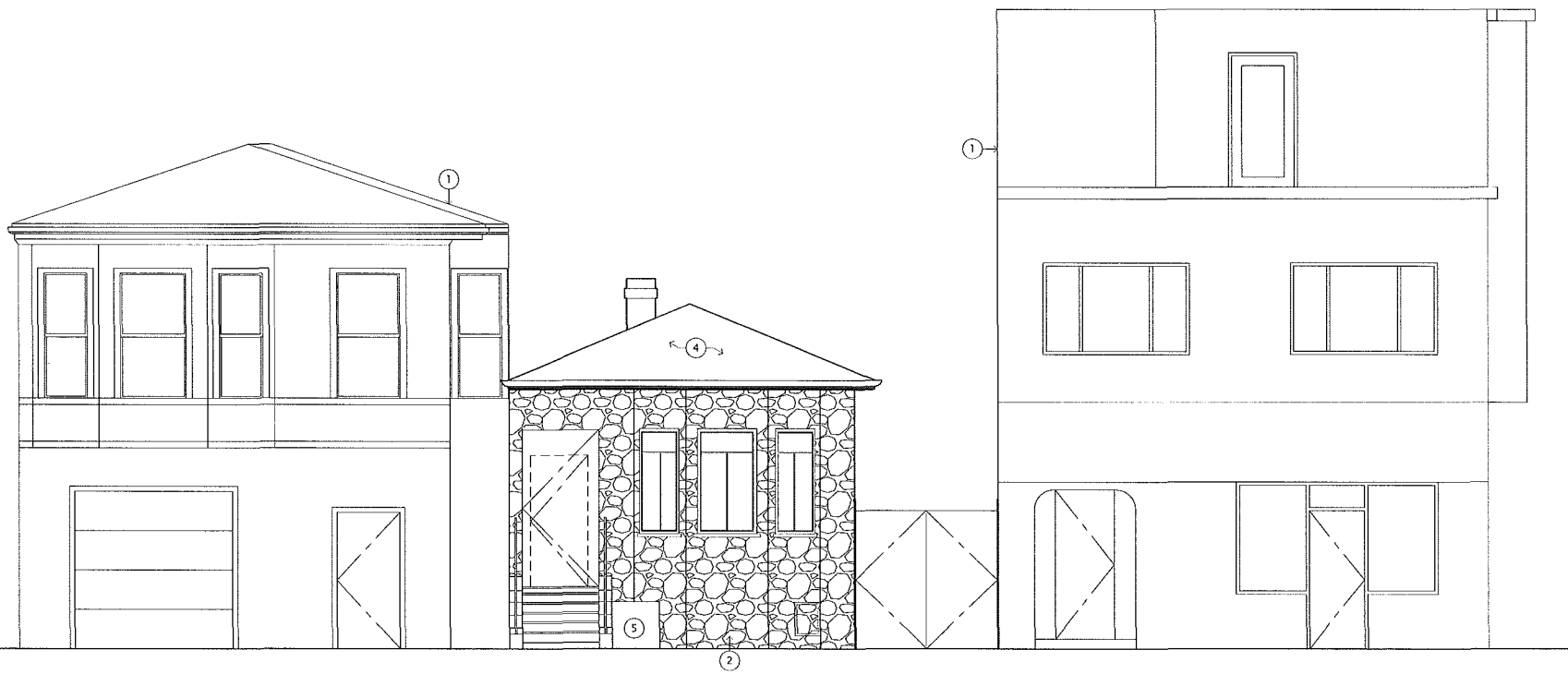
**A1.1**

T.O. ROOF  
 +14'-4"

B.O. EAVE  
 +10'-0"

1ST FLOOR, T.O.F.F.  
 0'-0"

T.O. SIDEWALK  
 -3'-2"



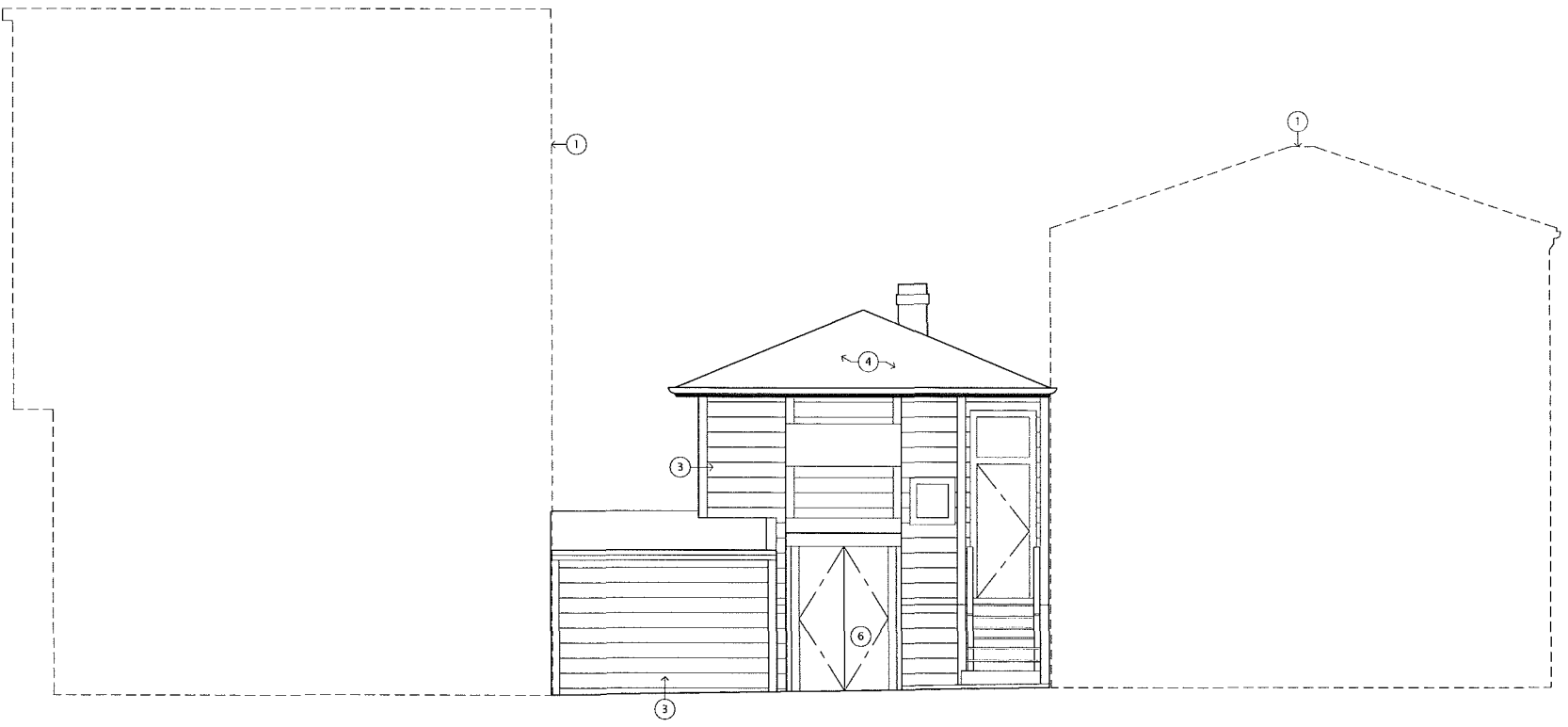
**1 EXISTING FRONT ELEVATION**  
 1/4" = 1'-0"

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 (R) ACCESS TO LAUNDRY

BRIAN KAUFMAN DESIGN  
 77 VAN NESS AVE. #501  
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 415.276.6795 (voice) 415.400.5171 (fax)

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



EXISTING SIDE ELEVATIONS

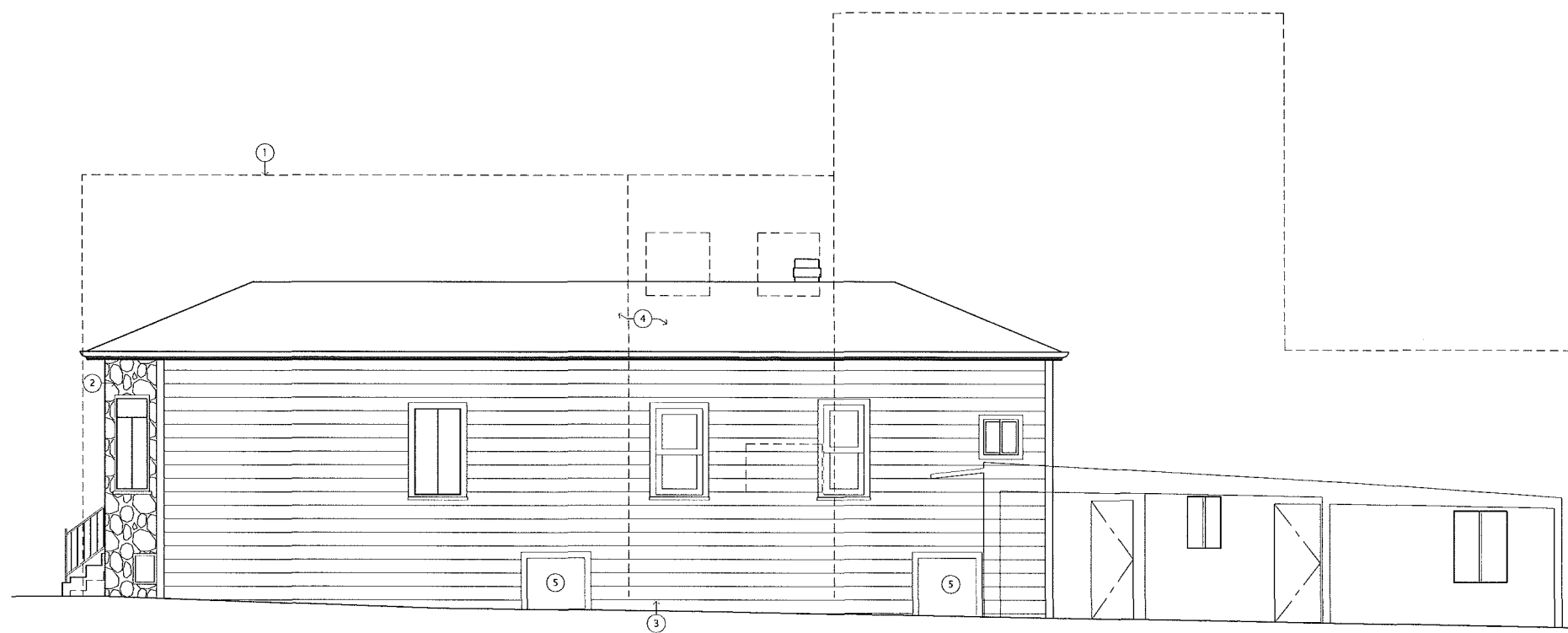
DESCRIPTION	DATE

SCALE: AS NOTED

DATE: 4/20/2015

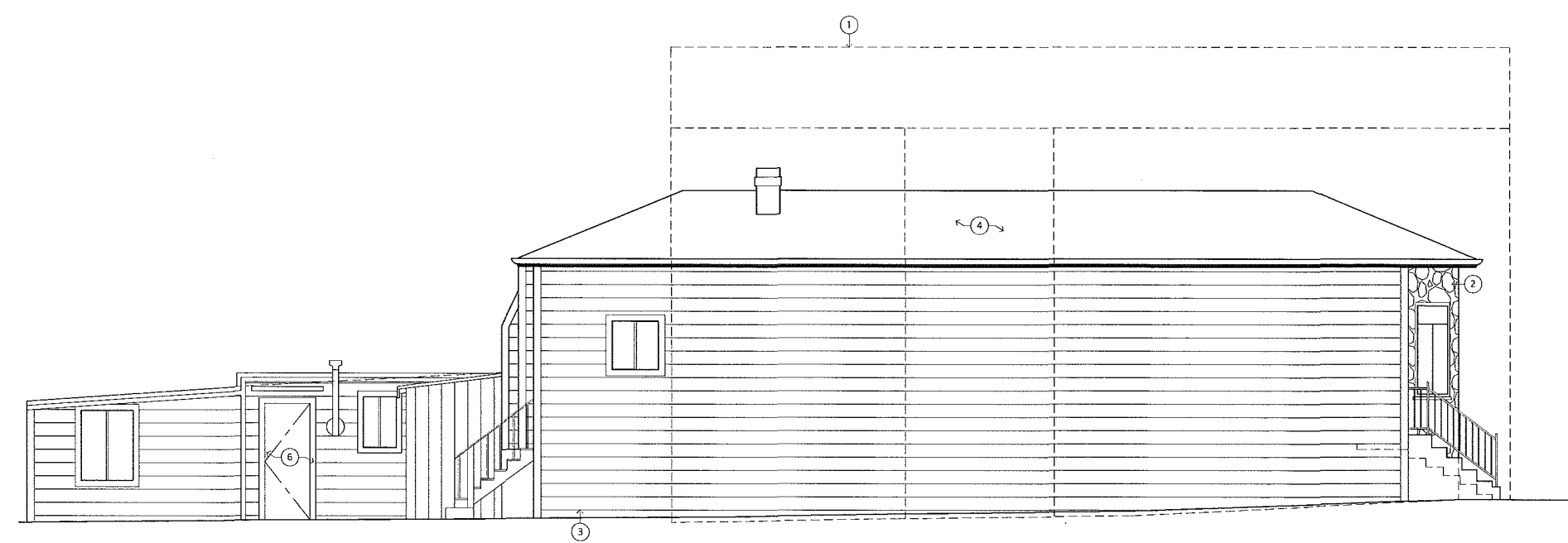
**A1.2**

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

BRIAN KAUFMAN DESIGN  
 77 VAN NESS AVE. #501  
 SAN FRANCISCO, CA 94102  
 415.278.6795 (WORK) 415.400.5171 (RES)

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



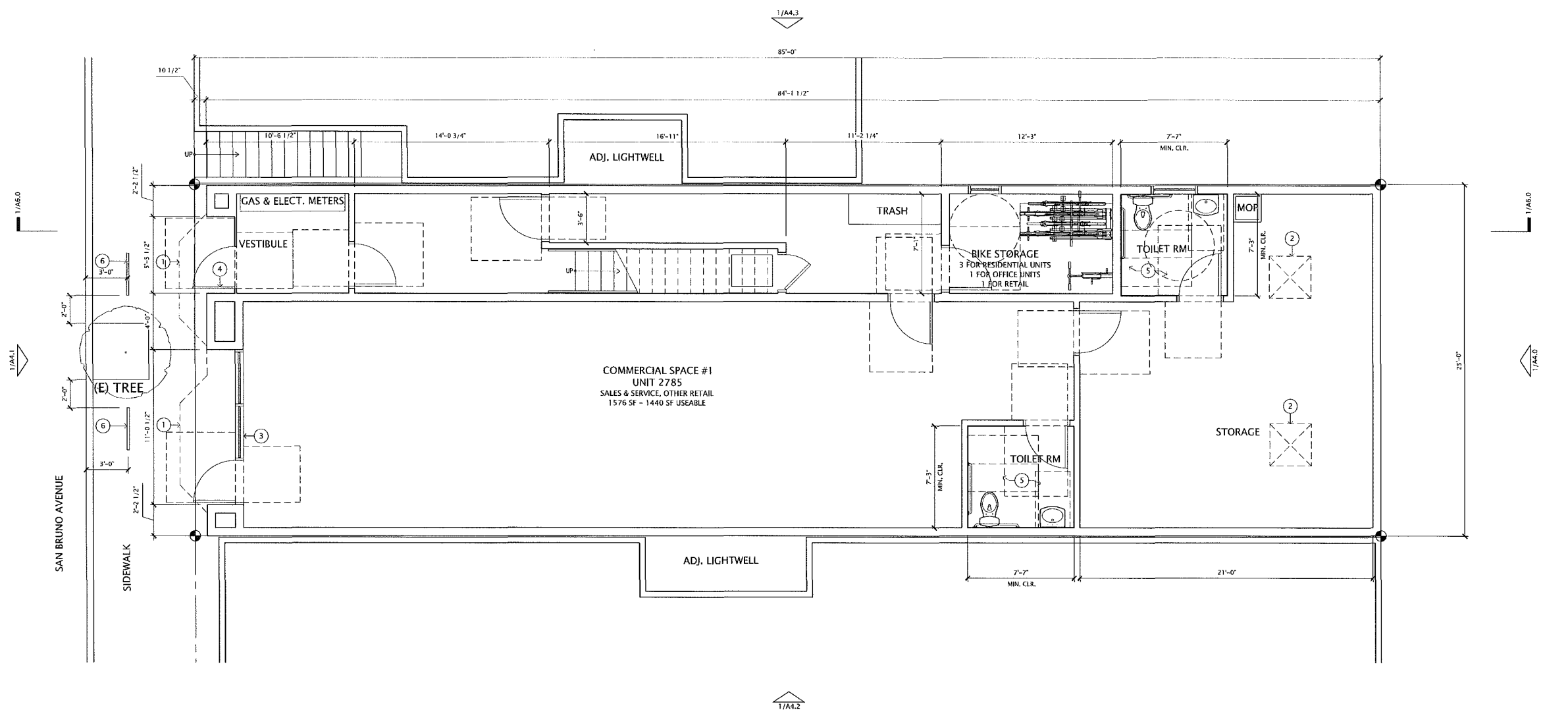
**PROPOSED 1ST FLOOR PLAN**

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
<b>TOTAL</b>	<b>5</b>	<b>2</b>

- 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

BRIAN KAUFMAN DESIGN  
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**NEW MIXED USE**  
 2785 SAN BURNO AVENUE  
 SAN FRANCISCO, CA 94134  
 BLOCK 5450 / LOT 018



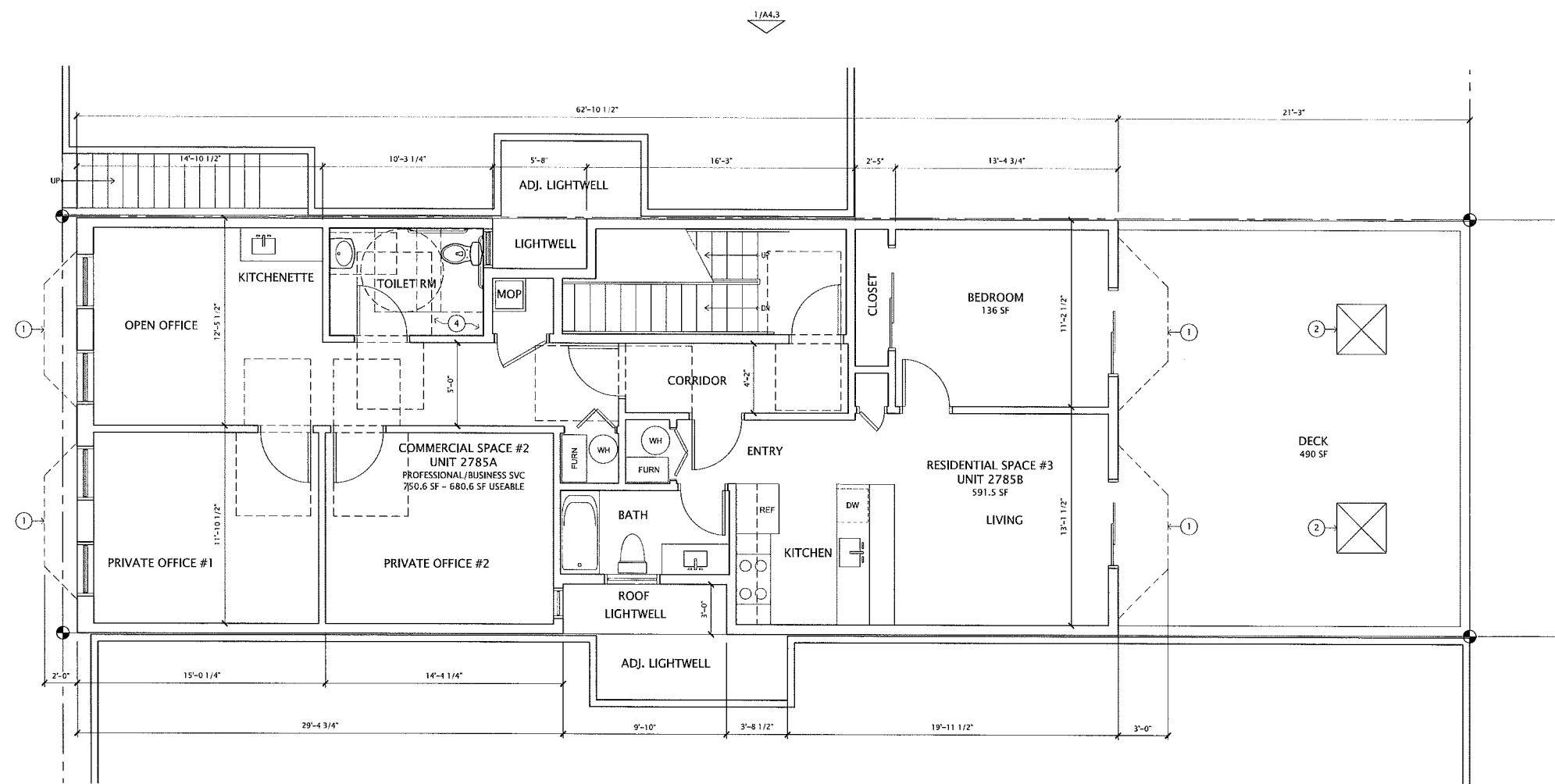
**PROPOSED 2ND FLOOR PLAN**

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 4" SOLID GUARD RAIL
  - ④ ACCESSIBLE TOILET RM

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



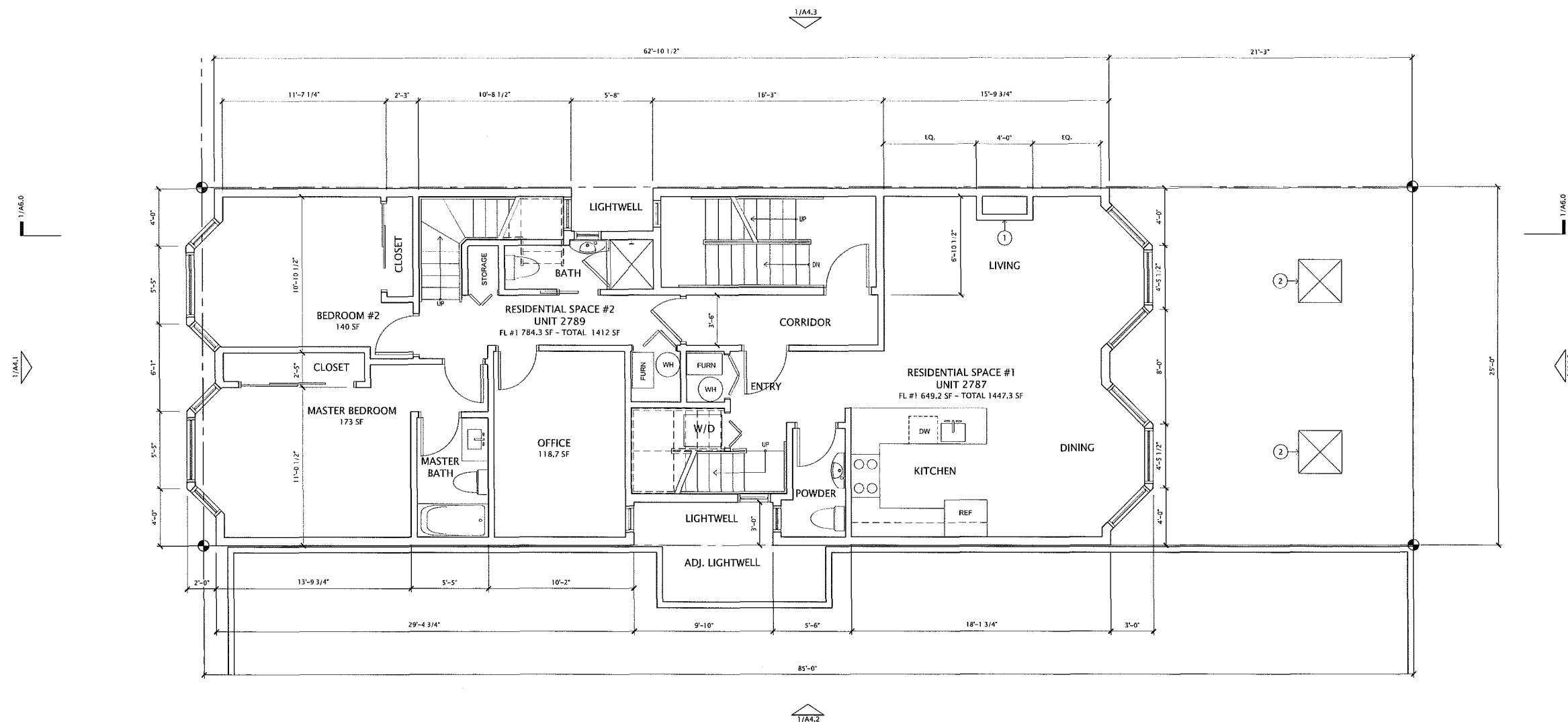
**PROPOSED 3RD FLOOR PLAN**

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

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



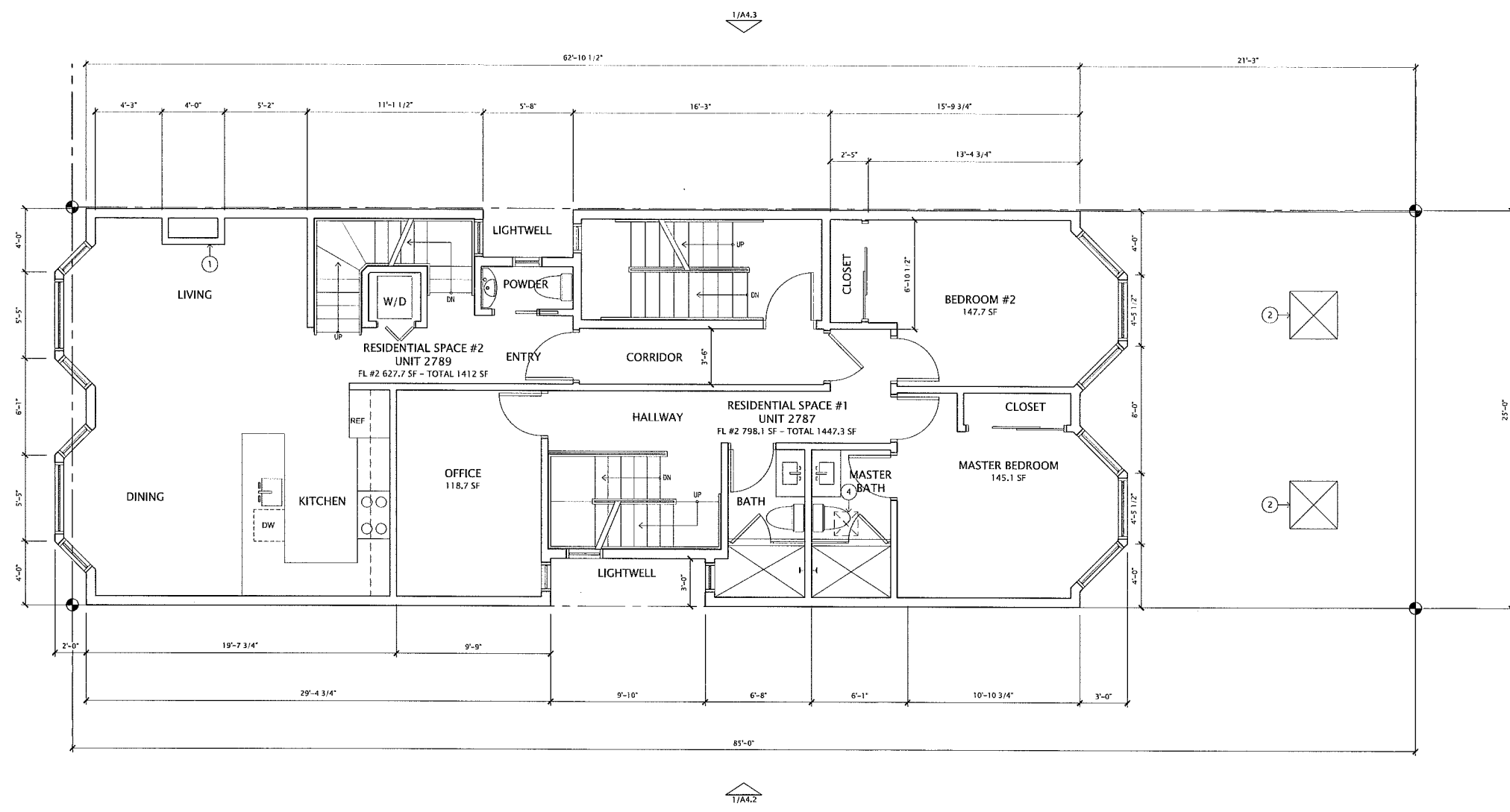
**PROPOSED 4TH FLOOR PLAN**

DESCRIPTION	DATE

SCALE: AS NOTED

DATE: 4/20/2015

**A2.3**



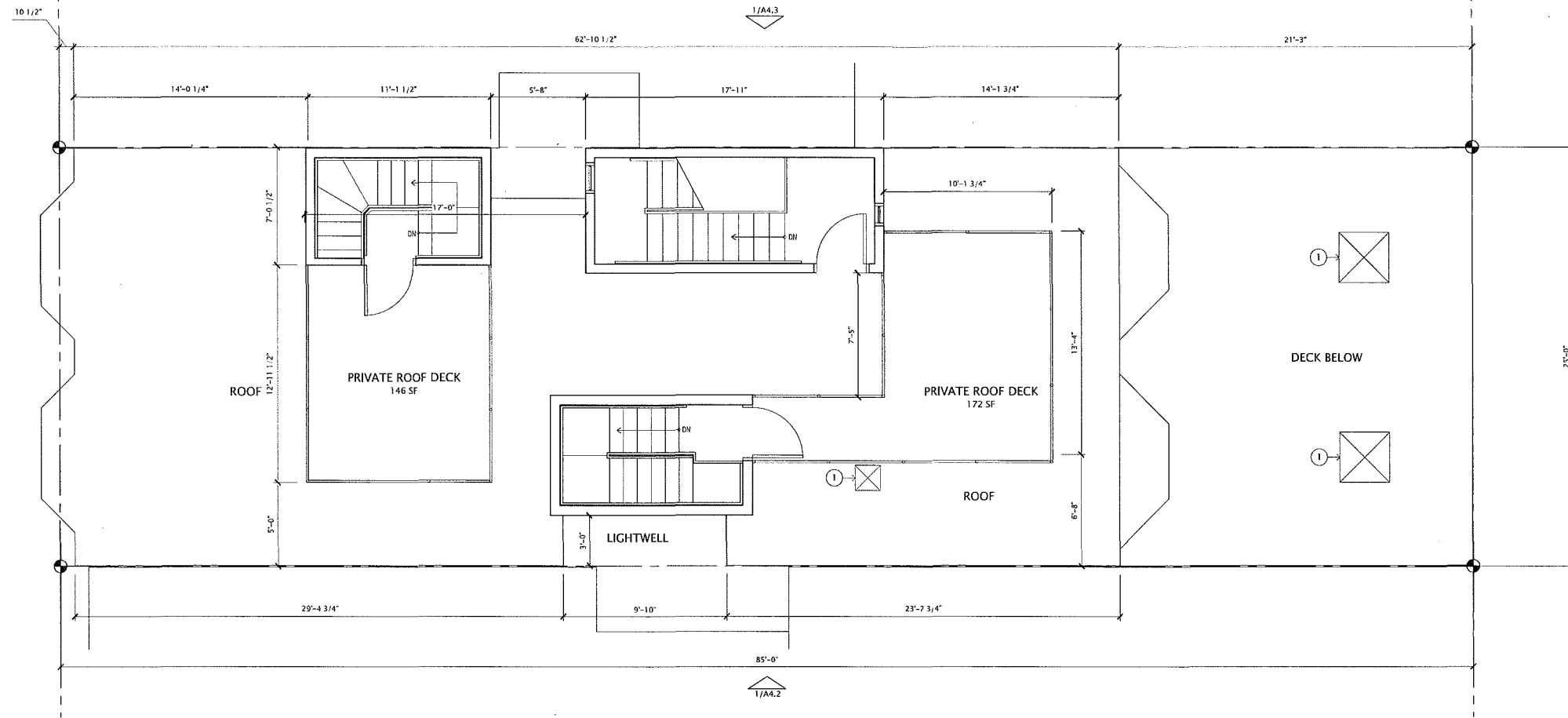
**1 PROPOSED 4TH FLOOR PLAN**  
 1/4" = 1'-0"



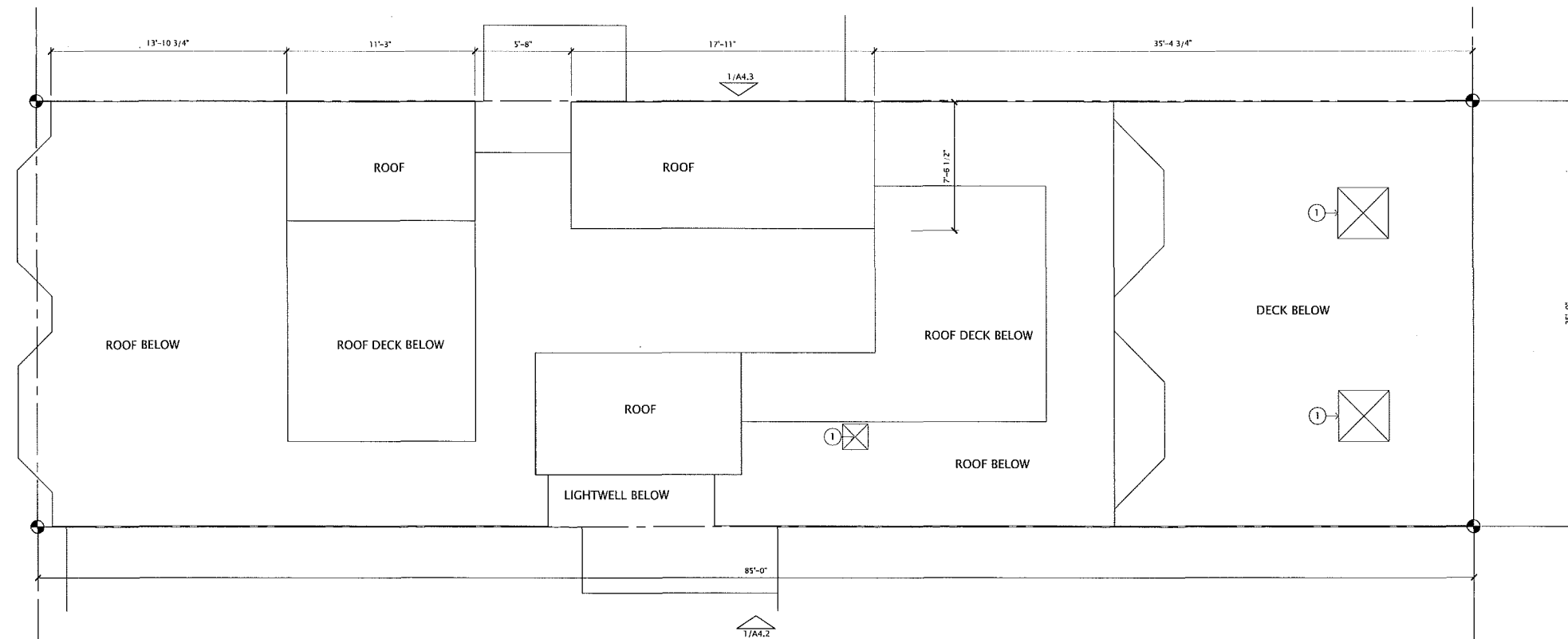
**PLAN SHEET NOTES**

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





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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SAN FRANCISCO, CA 94102  
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**NEW MIXED USE**  
2785 SAN BURNO AVENUE  
SAN FRANCISCO, CA 94134  
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PROPOSED ROOF & STAIR PENTHOUSE PLAN

DESCRIPTION	DATE

SCALE: AS NOTED  
DATE: 4/20/2015

**A2.4**

BRIAN KAUFMAN DESIGN  
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**NEW MIXED USE**  
 2785 SAN BURNO AVENUE  
 SAN FRANCISCO, CA 94134  
 BLOCK 5450 / LOT 018



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 SHARP 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.

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

**PROPOSED FRONT ELEVATION**

DESCRIPTION	DATE

SCALE: AS NOTED

DATE: 4/20/2015

**ELEVATION SHEET NOTES**

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

**A4.0**

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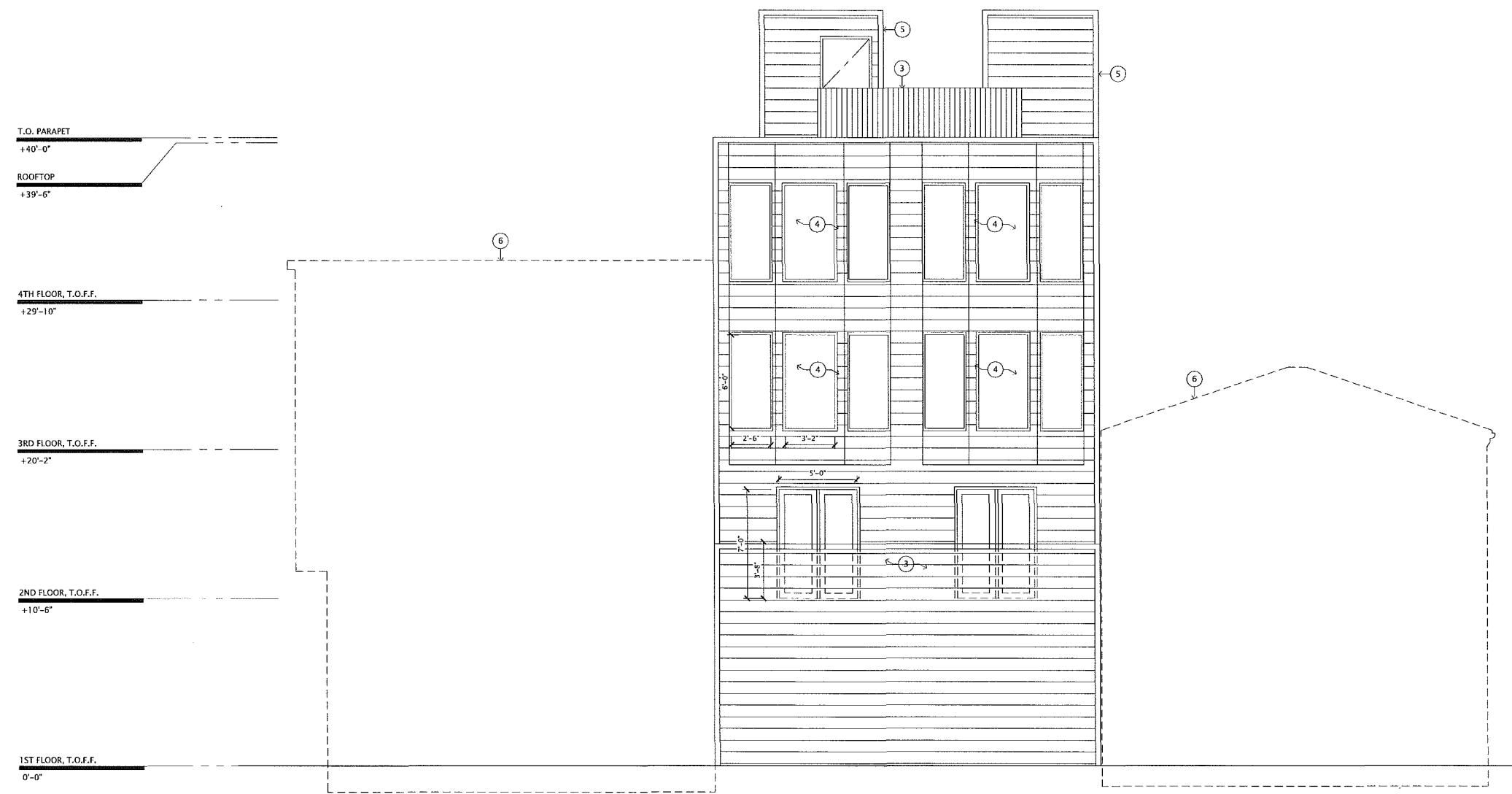
**PROPOSED REAR ELEVATION**

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

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 77 VAN NESS AVE. #501  
 SAN FRANCISCO, CA 94102  
 415.279.6795 (phone) 415.406.5171 (fax)

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



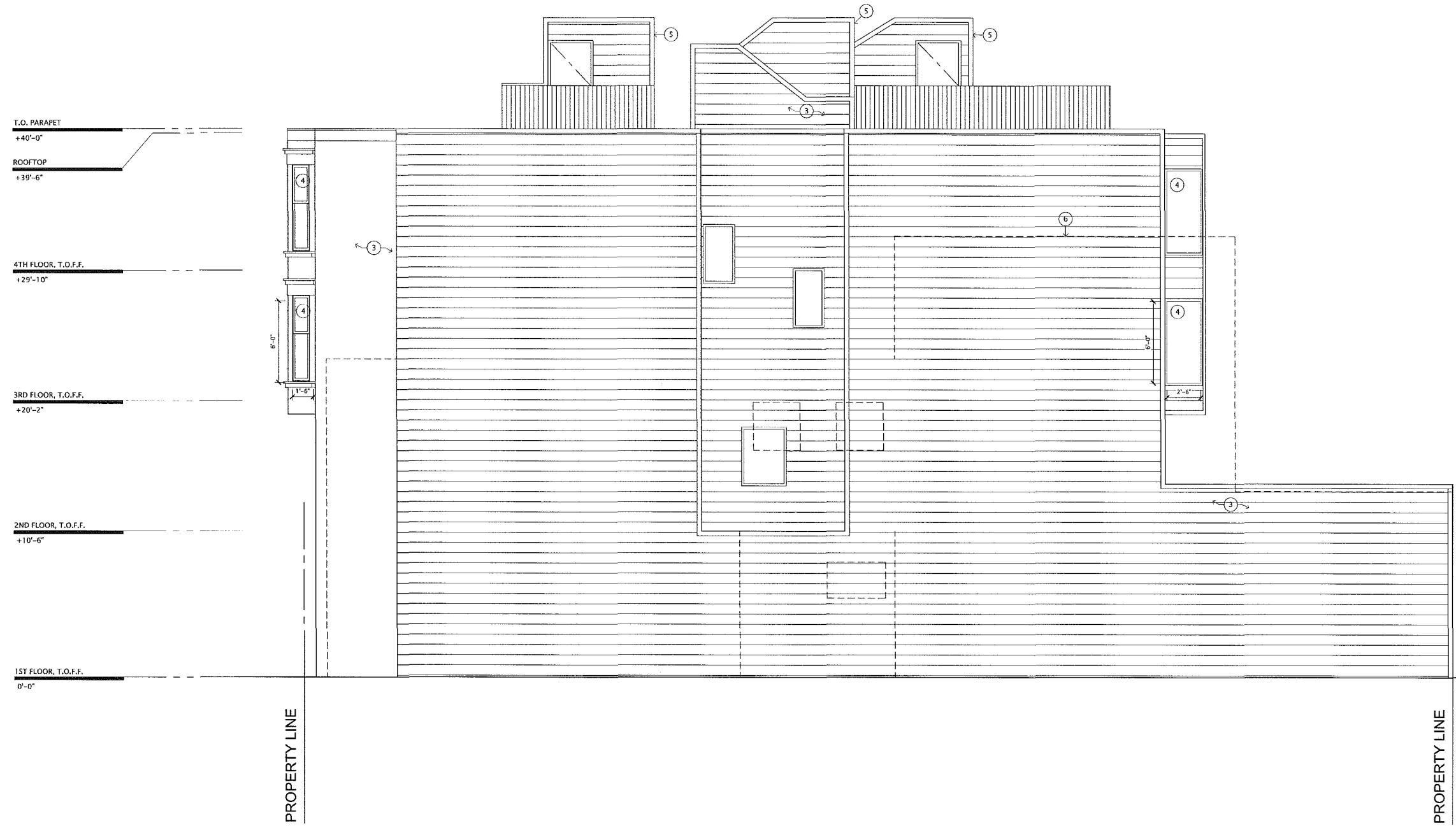
**PROPOSED SOUTH ELEVATION**

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.

BRIAN KAUFMAN DESIGN  
 77 VAN NESS AVE. #501  
 SAN FRANCISCO, CA 94102  
 415.279.6785 (voice) 415.400.5171 (fax)

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



**PROPOSED NORTH ELEVATION**

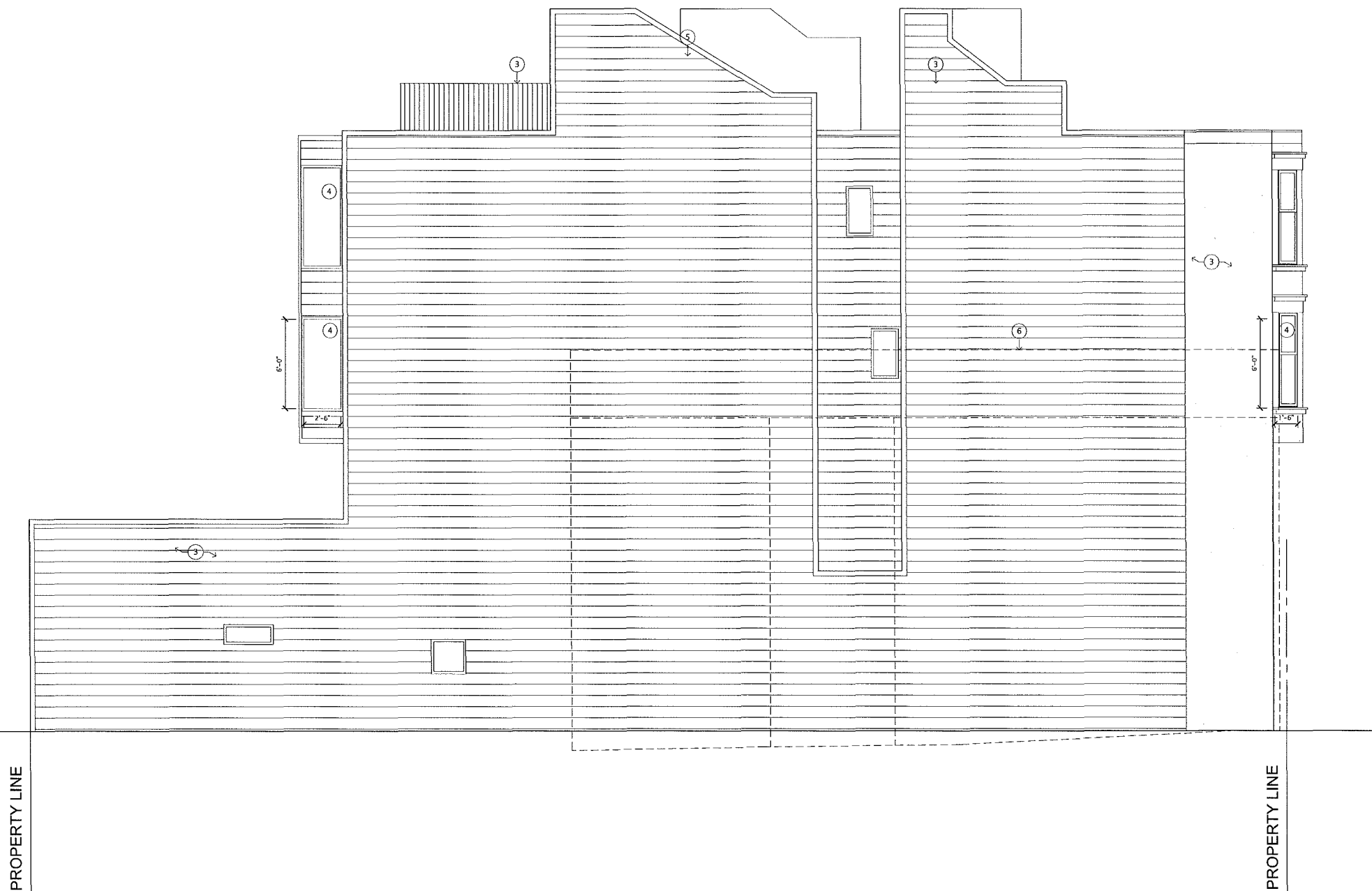
DESCRIPTION	DATE

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.

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



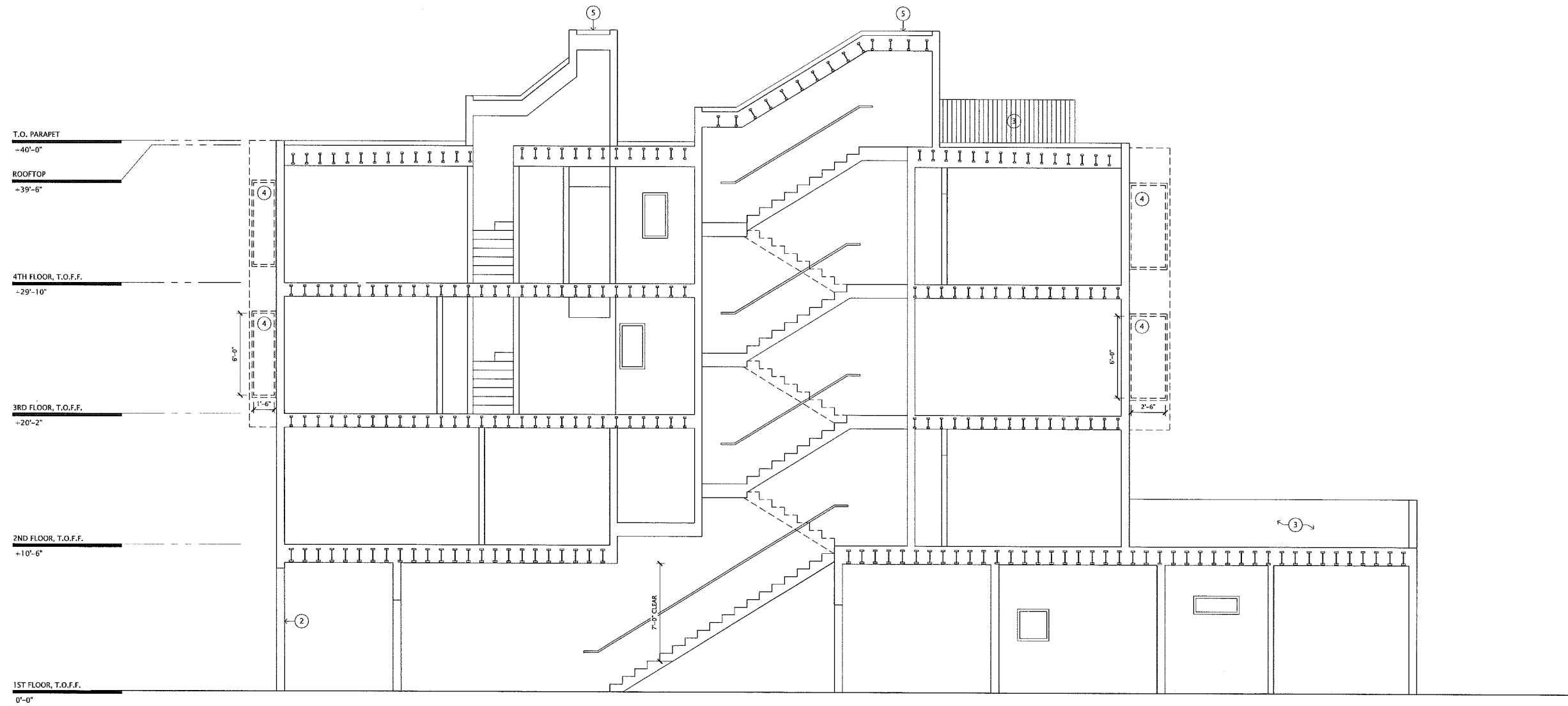
**PROPOSED  
 BUILDING  
 SECTIONS**

DESCRIPTION	DATE

SCALE: AS NOTED

DATE: 4/20/2015

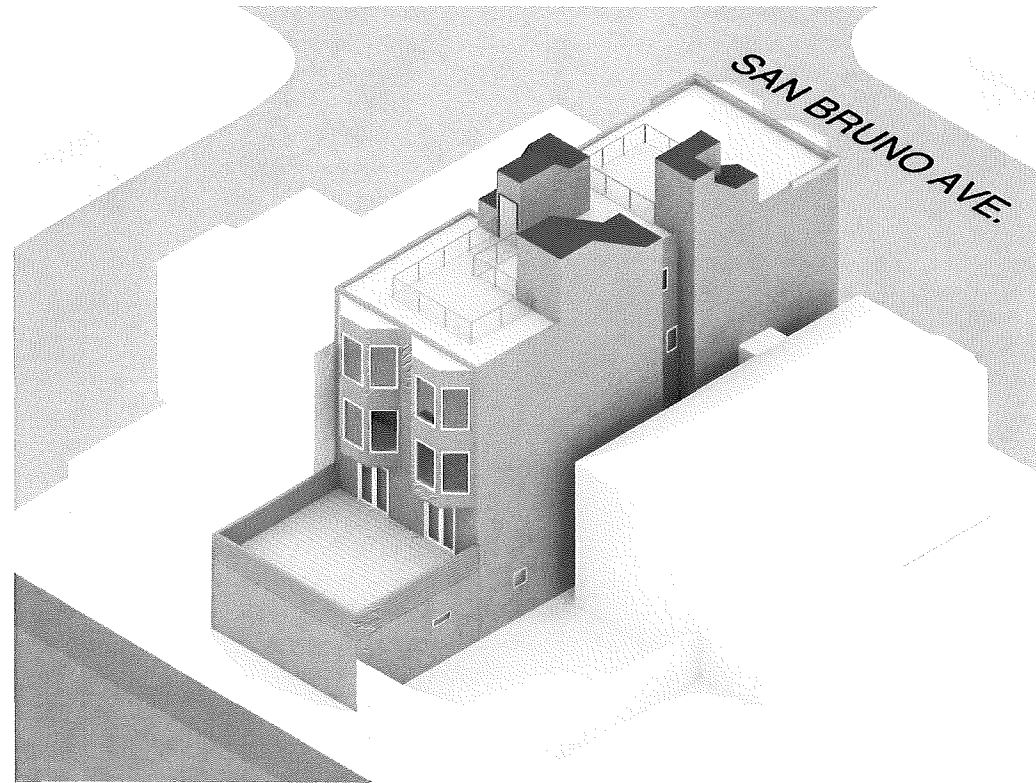
**A6.0**



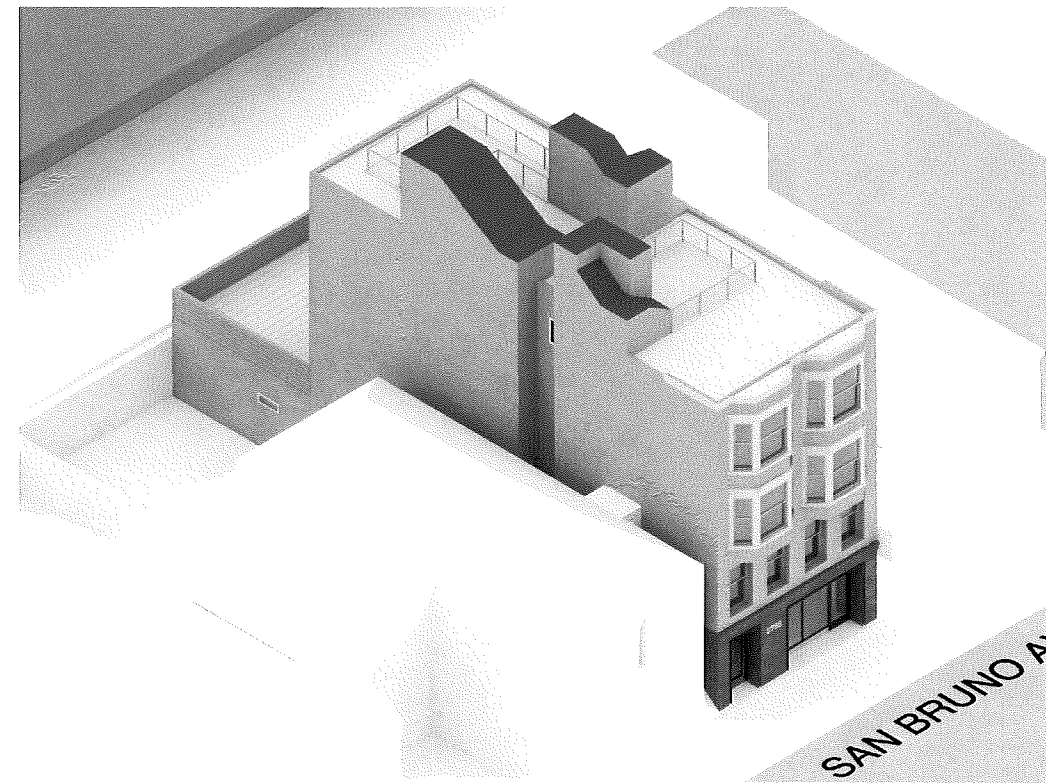
**1 PROPOSED LONGITUDINAL SECTION**  
 1/4" = 1'-0"

**SECTION SHEET NOTES**

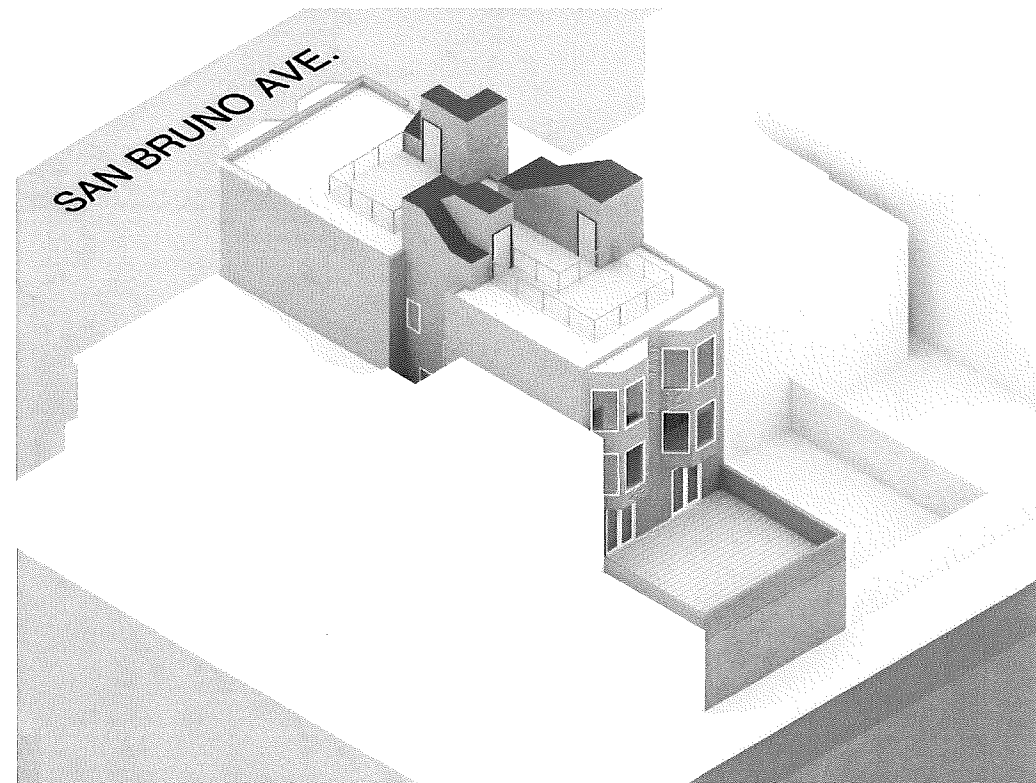
- ① NOT USED
- ② STL FENCE & GATE
- ③ GUARD RAIL
- ④ BAY WINDOWS
- ⑤ STAIR PENTHOUSE
- ⑥ NOT USED



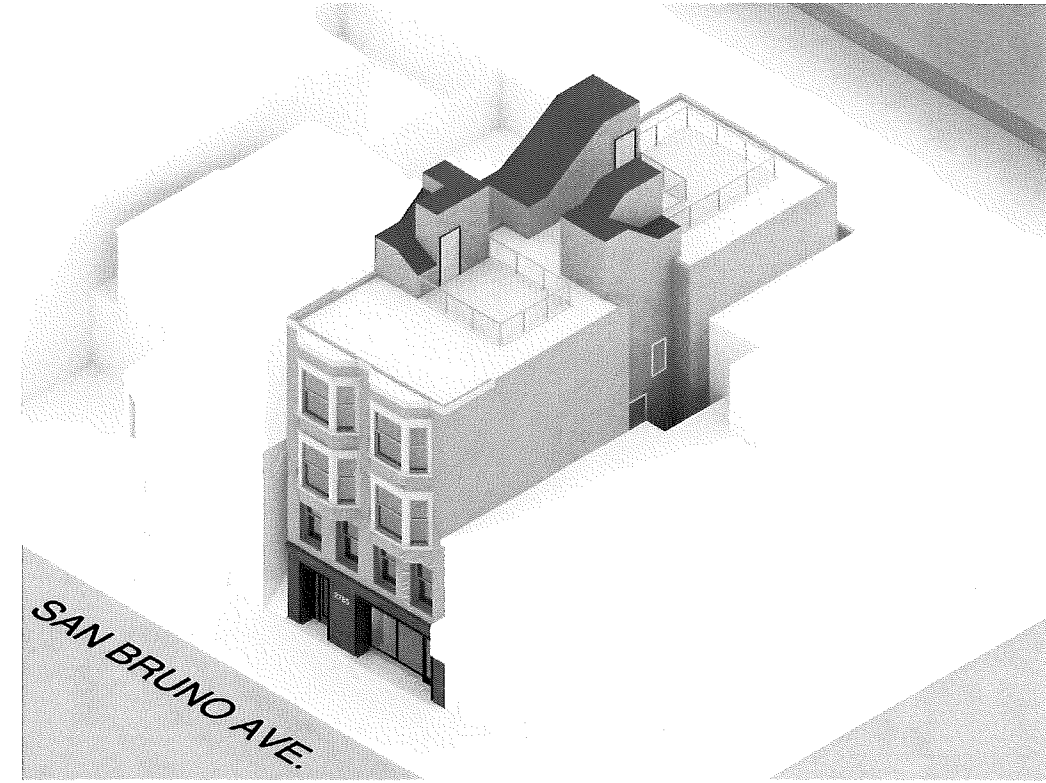
1 SITE AXON - NW



1 SITE AXON - SW



1 SITE AXON - NE



1 SITE AXON - SE

**BRIAN KAUFMAN DESIGN**

architecture - planning - construction management

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**2785 SAN BRUNO AVENUE**

SAN FRANCISCO, CA

JUNE 16, 2016





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**2785 SAN BRUNO AVENUE**  
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JUNE 16, 2016





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



# 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

1650 Mission St.  
Suite 400  
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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](mailto: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**

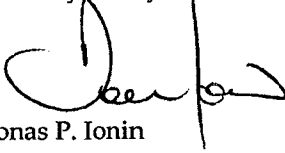
That based upon the Record, the submissions by the Applicant, the staff of the Department and other interested parties, the oral testimony presented to this Commission at the public hearings, and all other written materials submitted by all parties, the Commission hereby **APPROVES Conditional Use Application 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](http://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](http://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](http://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](http://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](http://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](http://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](http://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](http://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](http://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](http://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 & cafes 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

8/15/2016

bedroom for rent \$980

- 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

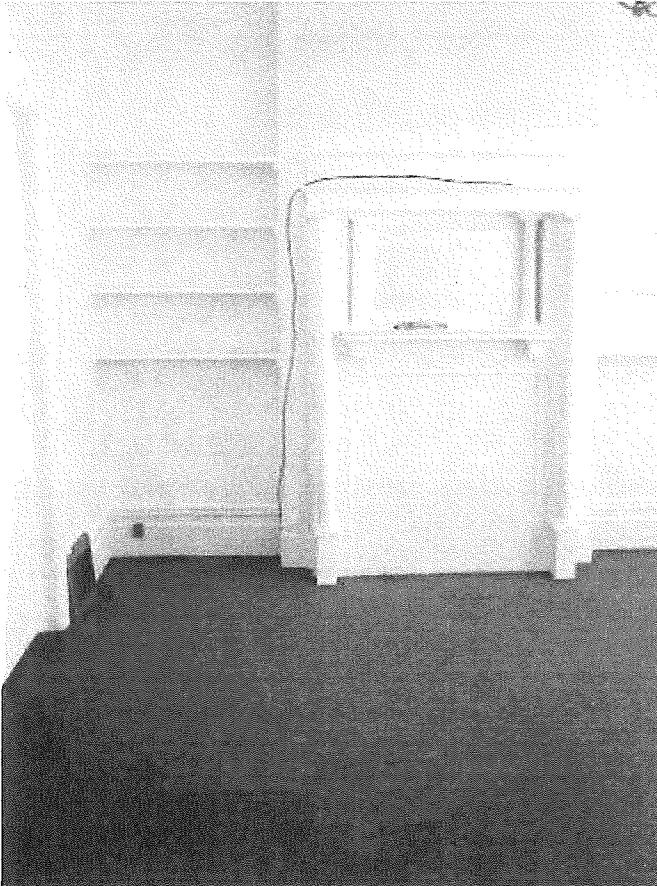
**Moving-In Conditions:**

- 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



<https://sfbay.craigslist.org/sfc/sub/5727192674.html#>

3/7

8/15/2016

bedroom for rent \$980





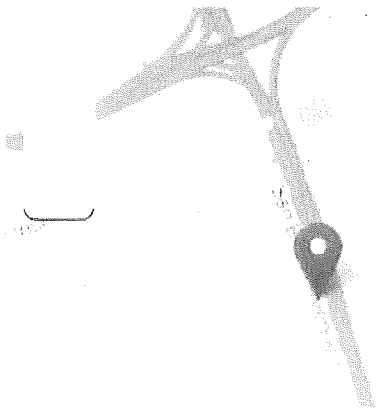
8/15/2016

bedroom for rent \$980



<https://sfbay.craigslist.org/sfc/sub/5727192674.html#>

5/7



© craigslist - Map data © OpenStreetMap

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

© 2016 craigslist help safety privacy feedback cl jobs terms about mobile

**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 8<sup>th</sup> 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 3<sup>rd</sup> 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 30<sup>th</sup> day after the notice is provided.
4. **SECURITY DEPOSIT.** Upon execution of this California Lease Agreement, Tenant shall deposit with Landlord the sum of \$ 3000.00 (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 8<sup>th</sup> day of August, 2014.

LANDLORD:

Sign: [Signature]

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

As to Tenant, this 8<sup>th</sup> day of August, 2014.

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**

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California Residential Lease Agreement

THIS AGREEMENT (hereinafter referred to as the "California Lease Agreement") is made and entered into this 13<sup>th</sup> 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.<sup>00</sup> 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<sup>10</sup> per day until rent is paid in full. If Landlord **receives** the monthly rent by the 3<sup>rd</sup> 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 30<sup>th</sup> 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 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.
- 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.

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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.

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.

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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.

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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.
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- 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

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As to Landlord this 13 day of August, 2015.

LANDLORD:

Sign: Undieth

Print: Unda Huang for Qinang 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 1<sup>st</sup> 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.<sup>00</sup> 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<sup>00</sup> per day until rent is paid in full. If Landlord **receives** the monthly rent by the 3<sup>rd</sup> 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 30<sup>th</sup> 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.

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.



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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.

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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.
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 / 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.

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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:  
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 1<sup>st</sup> day of September, 2015.

LANDLORD:

Sign: [Signature]

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

As to Tenant, this 1<sup>st</sup> day of September, 2015.

TENANT

Sign: [Signature]

Print: Francisco Salazar Date: 9/1/15

TENANT:

Sign: \_\_\_\_\_

Print: \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT E**

**May 9, 2016, Lease for the Subject Property**

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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 OLINGAMA (hereinafter referred to as "Landlord") and MISAELE 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 2185 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 3<sup>rd</sup> 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 30<sup>th</sup> 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.
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 \$ 900.00 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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  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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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.
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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. GERMAN (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 3<sup>rd</sup> 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 30<sup>th</sup> 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;



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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 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 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.
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.

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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.
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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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**

**AFFIDAVIT**

**COMPLIANCE WITH  
ORDINANCE 208-15**

**San Francisco  
Planning**

1650 MISSION STREET, SUITE 400  
SAN FRANCISCO, CA 94103  
TEL: 415.575.9121

**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)

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

415-277-6795  
Phone

brian@briankaufmandesign.com  
Email

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



## Carroll, John (BOS)

---

**From:** BOS Legislation, (BOS)  
**Sent:** Monday, September 12, 2016 8:47 AM  
**To:** BOS Legislation, (BOS); SMW@stevewilliamslaw.com; lindahuang504@yahoo.com; brian@briankaufmandesign.com; dsilverman@reubenlaw.com  
**Cc:** Givner, Jon (CAT); Stacy, Kate (CAT); Byrne, Marlana (CAT); Rahaim, John (CPC); Sanchez, Scott (CPC); Gibson, Lisa (CPC); Starr, Aaron (CPC); Rodgers, AnMarie (CPC); Speirs, Jeffrey (CPC); Ionin, Jonas (CPC); BOS-Supervisors; BOS-Legislative Aides; Calvillo, Angela (BOS); Somera, Alisa (BOS); Lew, Lisa (BOS)  
**Subject:** Appeal Response - Conditional Use Appeal - 2785 San Bruno Avenue - Appeal Hearing on September 20, 2016  
**Categories:** 160918

Good afternoon,

Please find linked below an appeal response received by the Office of the Clerk of the Board from David Silverman, representing the Project Sponsor, concerning the Conditional Use Authorization Appeal for the proposed project at 2785 San Bruno Avenue.

[Project Sponsor Letter - September 9, 2016](#)

**The appeal hearing for this matter is scheduled for a 3:00 p.m. special order before the Board on September 20, 2016.**

I invite you to review the entire matter on our [Legislative Research Center](#) by following the link below:

[Board of Supervisors File No. 160918](#)

Thank you,

### **Brent Jalipa**

#### **Legislative Clerk**

Board of Supervisors - Clerk's Office  
1 Dr. Carlton B. Goodlett Place, Room 244  
San Francisco, CA 94102  
(415) 554-7712 | Fax: (415) 554-5163  
[brent.jalipa@sfgov.org](mailto:brent.jalipa@sfgov.org) | [www.sfbos.org](http://www.sfbos.org)

 Click [here](#) to complete a Board of Supervisors Customer Service Satisfaction form

***Disclosures:** Personal information that is provided in communications to the Board of Supervisors is subject to disclosure under the California Public Records Act and the San Francisco Sunshine Ordinance. Personal information provided will not be redacted. Members of the public are not required to provide personal identifying information when they communicate with the Board of Supervisors and its committees. All written or oral communications that members of the public submit to the Clerk's Office regarding pending legislation or hearings will be made available to all members of the public for inspection and copying. The Clerk's Office does not redact any information from these submissions. This means that personal information—including names, phone numbers, addresses and similar information that a member of the public elects to submit to the Board and its committees—may appear on the Board of Supervisors' website or in other public documents that members of the public may inspect or copy.*


# REUBEN, JUNIUS & ROSE, LLP

September 9, 2016

**By Messenger**

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

**Re: Response to Conditional Use Appeal of Steven Williams  
2785 San Bruno Avenue  
Case No. 2014-003173CUA  
Hearing Date: September 20, 2016  
Our File No.: 10475.01**

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO  
2016 SEP -9 PM 3:36  
BY 

Dear Clerk of the Board:

Per David Silverman's request, please find enclosed 11 printed copies of the Permit Holders Brief in opposition to the appeal filed with respect to 2785 San Bruno Avenue. Please distribute one copy to each of the Board Members.

Should you have any questions please contact David Silverman.

Thank you.

Very truly yours,

**REUBEN, JUNIUS & ROSE, LLP**



Denise Robello  
Legal Assistant

Enclosures: Brief (11 copies)

James A. Reuben | Andrew J. Junius | Kevin H. Rose | Daniel A. Frattin | John Kevlin  
Tuija I. Catalano | Jay F. Drake | Lindsay M. Petrone | Sheryl Reuben<sup>1</sup> | Thomas Tunny  
David Silverman | Melinda A. Sarjapur | Mark H. Loper | Jody Knight | Stephanie L. Haughey  
Chloe V. Angelis | Louis J. Sarmiento | Jared Eigerman<sup>2,3</sup> | John McInerney III<sup>2</sup>

1. Also admitted in New York 2. Of Counsel 3. Also admitted in Massachusetts

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# REUBEN, JUNIUS & ROSE, LLP

September 9, 2016

**By Messenger**

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

**Re: Response to Conditional Use Appeal of Steven Williams  
2785 San Bruno Avenue  
Case No. 2014-003173CUA  
Hearing Date: September 20, 2016  
Our File No.: 10475.01**

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO  
2016 SEP -9 PM 3:33  
BY 

Dear Clerk of the Board:

Per David Silverman's request, please find enclosed letter and CD addressed to London Breed regarding the above subject matter.

Should you have any questions please contact David Silverman.

Very truly yours,

**REUBEN, JUNIUS & ROSE, LLP**



Denise Robello  
Legal Assistant

Enclosures: Letter & CD

James A. Reuben | Andrew J. Junius | Kevin H. Rose | Daniel A. Frattin | John Kevlin  
Tuija I. Catalano | Jay F. Drake | Lindsay M. Petrone | Sheryl Reuben<sup>1</sup> | Thomas Tunny  
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# REUBEN, JUNIUS & ROSE, LLP

September 9, 2016

## By Hand Delivery

London Breed, President  
San Francisco Board of Supervisors  
Room 256 City Hall  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102

**Re: Response to Conditional Use Appeal of Steven Williams  
2785 San Bruno Avenue  
Case No. 2014-003173CUA  
Hearing Date: September 20, 2016  
Our File No.: 10475.01**

Dear President Breed and Members of the Board:

On behalf of the owner of 2785 San Bruno Avenue, Linda Huang, we are writing to respond to the appeal filed by Steve Williams of the conditional use authorization that was approved by a vote of 6-1<sup>1</sup> by the Planning Commission.

## APPEAL

The appeal challenges the Planning Commission's approval on July 14, 2016 of the replacement of a single family home with three (3) dwelling units and ground floor retail space. The single family home is located at 2785 San Bruno Avenue ("Property") in a NC-2 (Neighborhood Commercial) zoning district. The NC-2 district controls provide for "mixed-use buildings which approximate or slightly exceed the standard development pattern." (Planning Code Section 711). The project is four stories. The Property's rear boundary is the state right-of-way adjacent to the 101 Freeway.

## ISSUES RAISED BY APPEAL

Steve Williams<sup>2</sup> appeal raises three (3) primary issues:

---

<sup>1</sup>The lone dissenter, Michael Antonini, dissented as a protest vote against the Commission's removal of an elevator exit on the top floor. Otherwise, the Planning Commission vote would have been a unanimous approval.

<sup>2</sup>Mr. Williams does not identify any client in his brief, although he does make a claim to represent unidentified "neighbors".

James A. Reuben | Andrew J. Junius | Kevin H. Rose | Daniel A. Frattin | John Kevlin  
Tuija I. Catalano | Jay F. Drake | Lindsay M. Petrone | Sheryl Reuben<sup>1</sup> | Thomas Tunny  
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1. Is the existing single family home subject to rent control?
2. Does a workshop without a kitchen or any permit for any use qualify as a separate dwelling?
3. Does the approved project meet the Planning Code requirements for demolition?

### **RESPONSE TO APPEAL ISSUES**

#### **1. SINGLE FAMILY HOMES ARE NOT REGULATED BY THE RENT CONTROL ORDINANCE**

Single family homes are not subject to the rent control ordinance. (San Francisco Admin. Code Chapter 37). The planner who processed the project application, Jeff Speirs, inspected the home and confirmed that it is a single family dwelling.

Mr. Williams could not have confirmed with the Rent Board, as he alleges in Section 1 of his brief, that the building is “two units falling under the (Rent Control) Ordinance.” We met with the Rent Board on September 7, 2016, and they were not familiar with the Property. The Rent Board does not maintain a list of buildings that are subject to the Rent Control Ordinance. The Rent Board does agree that single family homes are not subject to the Rent Control Ordinance. Mr. Williams likely is misstating his conversation. If he told the Rent Board that there are two units, as he has alleged to the Board of Supervisors in his Appeal, then the Rent Board would have been misled, and could have advised that two separate dwelling units could be subject to the Rent Control Ordinance. Thus, the Rent Board does not support Mr. Williams account, nor his argument.

#### **2. THERE IS NO “UNAUTHORIZED UNIT” AT THE PROPERTY**

Mr. Williams bases much of his appeal on his allegation of an “unauthorized unit” at the Property. There is no unauthorized unit. Planning Code Section 317 (b)(13) defines “unauthorized unit” as “a separate and distinct living or sleeping space independent from residential units on the same property.” No such unit exists. Even if someone were to sleep in the workshop, they would not and could not be independent from the residential unit on the Property, which is the location of the only kitchen on the Property. Both the Planning Department and Planning Commission concur that there is no “unauthorized unit” at the Property. Mr. Williams’ theory of an unauthorized unit is fanciful, and unsupported by any City law or City Planner.

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**3. THERE IS SIGNIFICANT SUPPORT FOR THE PROJECT IN THE NEIGHBORHOOD**

Mr. Williams claims that there is no support for the Project in the neighborhood. This is false. Attached are two petitions in support of the Project signed by neighbors, as well as four letters in support of the Project from the current and former tenants of the single family home.

**4. A CODE COMPLIANT REAR YARD IS PROVIDED**

Mr. Williams claims that the proposal does not contain a rear yard. This is false. The Project provides a Code-compliant rear yard at every level of residential occupancy, in accordance with Planning Code Section 711.12. The Project does not require any variances or Code modifications. Surely Mr. Williams is, or should be, aware that neighborhood commercial zoning differs from residential zoning. Neighborhood Commercial (NC-2) zoning always requires the rear yard to be above the commercial level, so that it can be used by the residential occupants.

**5. THE HOME IS NOT "AFFORDABLE"**

Mr. Williams claims that the single family home is "affordable" without making any mention of what the rent is. The current rent is \$3,780 per month for the single family home. We know of no one who would consider \$3,780 per month (\$45,360.00 per year) to be affordable, either in a colloquial or legal sense of the word.

**6. THERE WILL BE NO DISPLACEMENT**

No tenants will be displaced by the Project. (See attached letters from current and former tenants).

**7. A WORKSHOP IS NOT A SEPARATE DWELLING UNIT**

There is a workshop at the Property that does not have a kitchen or any permits for any use. The workshop is not a separate dwelling unit per Planning Code Section 102, which defines a dwelling unit as having a kitchen. Planner Jeff Speirs has confirmed that the workshop is not a dwelling unit, either authorized or unauthorized<sup>3</sup>. The only evidence presented by Mr. Williams is an advertisement for a roommate in the single family home. The ad features interior photos of the home. Accordingly, his claim lacks any basis in fact or law.

---

<sup>3</sup>Mr. Speirs initially was unclear about the status of the workshop. After inspecting the property in person, Mr. Speirs determined that the workshop is not a separate dwelling unit, either authorized or unauthorized.

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**8. THE PROJECT SATISFIES THE CRITERIA SET FORTH IN PLANNING CODE SECTION 317 FOR REPLACEMENT OF A SINGLE FAMILY HOME WITH THREE DWELLING UNITS AND GROUND FLOOR RETAIL SPACE.**

Section 317 requires Conditional Use Authorization for the removal of a residential unit. The criteria set forth in Section 317 were adopted by the Board of Supervisors in March 2016. Of the 18 criteria for demolition set forth in Section 317(g)(5), the Planning Commission found that the Project met 12 of the criteria, 67%, as described below:

- 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;

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***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 single-family dwellings are not subject to the 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, the new construction project will result in three dwelling units.*

- 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 three new dwelling units to the City's housing stock.*

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- 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 new two-bedroom dwellings and a third single bedroom dwelling.*

- 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 complement the neighborhood character with a*

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*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 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. The existing dwelling unit has 902 square feet of habitable area and two bedrooms. The proposed second floor dwelling unit will have one bedroom and is 592 square feet in size. The proposed third and fourth floors will have two townhouse-style dwelling units of approximately 1,412 square feet and 1,447 square feet in size, each with two*

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*bedrooms. The new units will provide more than the existing square footage and bedroom count.*

One of problems with Mr. Williams's tally of satisfied criteria is that he reaches the opposite conclusions from the Planning Department and Planning Commission, without any dispute as to the facts. For example, for criteria #1, the Planning Department and Commission found that the property is free of a history of serious continuing Code violations. The Planning Department and Planning Commission regard the absence of Code violations to support an application for demolition because the owners have not intentionally allowed the property to deteriorate. Mr. Williams takes the opposite view, without any justification. This is also the case for criteria #2 (the home has been maintained in decent, safe, and sanitary condition; criteria #4 (absence of any impact under CEQA); criteria #6 (the property is not subject to rent control); criteria #8 (the project conserves the neighborhood character with appropriate scale, design and materials); criteria #9 (the construction of in-fill housing on appropriate sites); criteria #12 (the project increases the number of family-sized units on site); criteria #14 (the project meets all relevant design guidelines); and criteria #15 (the project increases the number of onsite dwelling units).

#### **9. THE PROJECT PROMOTES THE OBJECTIVES AND POLICIES OF THE GENERAL PLAN**

Mr. Williams cherry picks one General Plan Policy to mention in his brief. That policy encourages protection of affordability. As explained above, \$3,780/month is not an affordable rent.

In fact, the Planning Commission found that 22 General Plan Policies support the Project.

#### **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. However, the new construction proposal will result in three units, two*

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*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 3.3:**

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

*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.*

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## **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.

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*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.

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*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 two additional units, 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.

**San Francisco Office**  
One Bush Street, Suite 600, San Francisco, CA 94104  
tel: 415-567-9000 | fax: 415-399-9480

**Oakland Office**  
827 Broadway, Suite 205, Oakland, CA 94607  
tel: 510-257-5589

[www.reubenlaw.com](http://www.reubenlaw.com)

*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.

10. **CONCLUSION**

Mr. Williams' appeal is based on deception and misrepresentation. He has engaged in the same deceptive arguments for other projects that were neither subject to Rent Control, nor had any authorized or unauthorized separate units.<sup>4</sup> The appeal must be denied. There is no basis in fact or law to overturn the Planning Commission's near-unanimous approval of the proposal.

Thank you for your consideration.

Very truly yours,

**REUBEN, JUNIUS & ROSE, LLP**



David Silverman

**Exhibits**

1. Photos
2. Petitions in Support of Project
3. Letters of Support for Project
  - Current Tenants, Francisco Salazar and Misael Saladana, Indya Dodson
  - Former Tenant, Natalie Nelson
4. Project Plans

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<sup>4</sup>The undersigned was in attendance for those hearings and can attest to them.

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www.reubenlaw.com

**REUBEN, JUNIUS & ROSE, LLP**



# Aerial Photo

**SUBJECT PROPERTY**



EXHIBIT 1



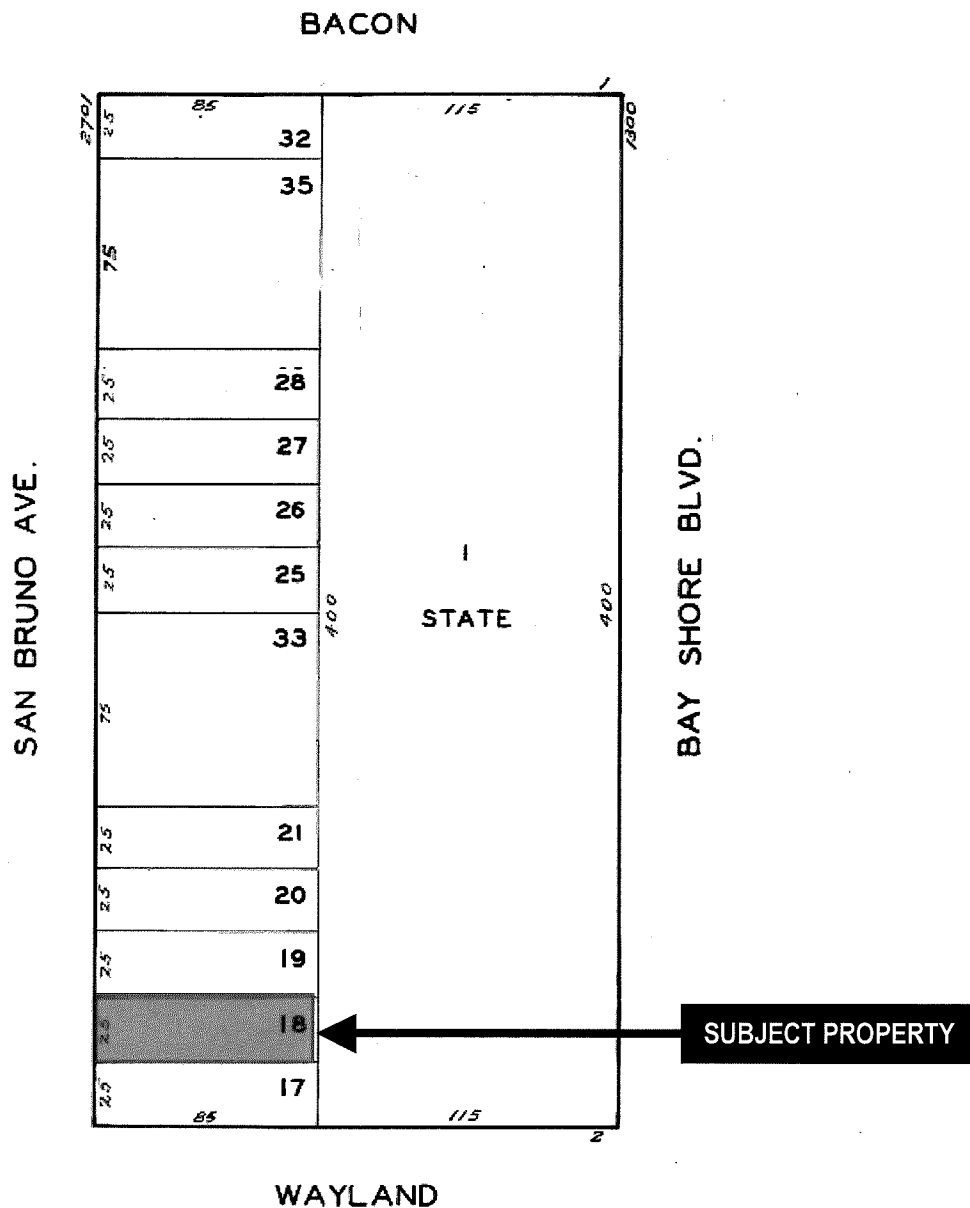
# Aerial Photo



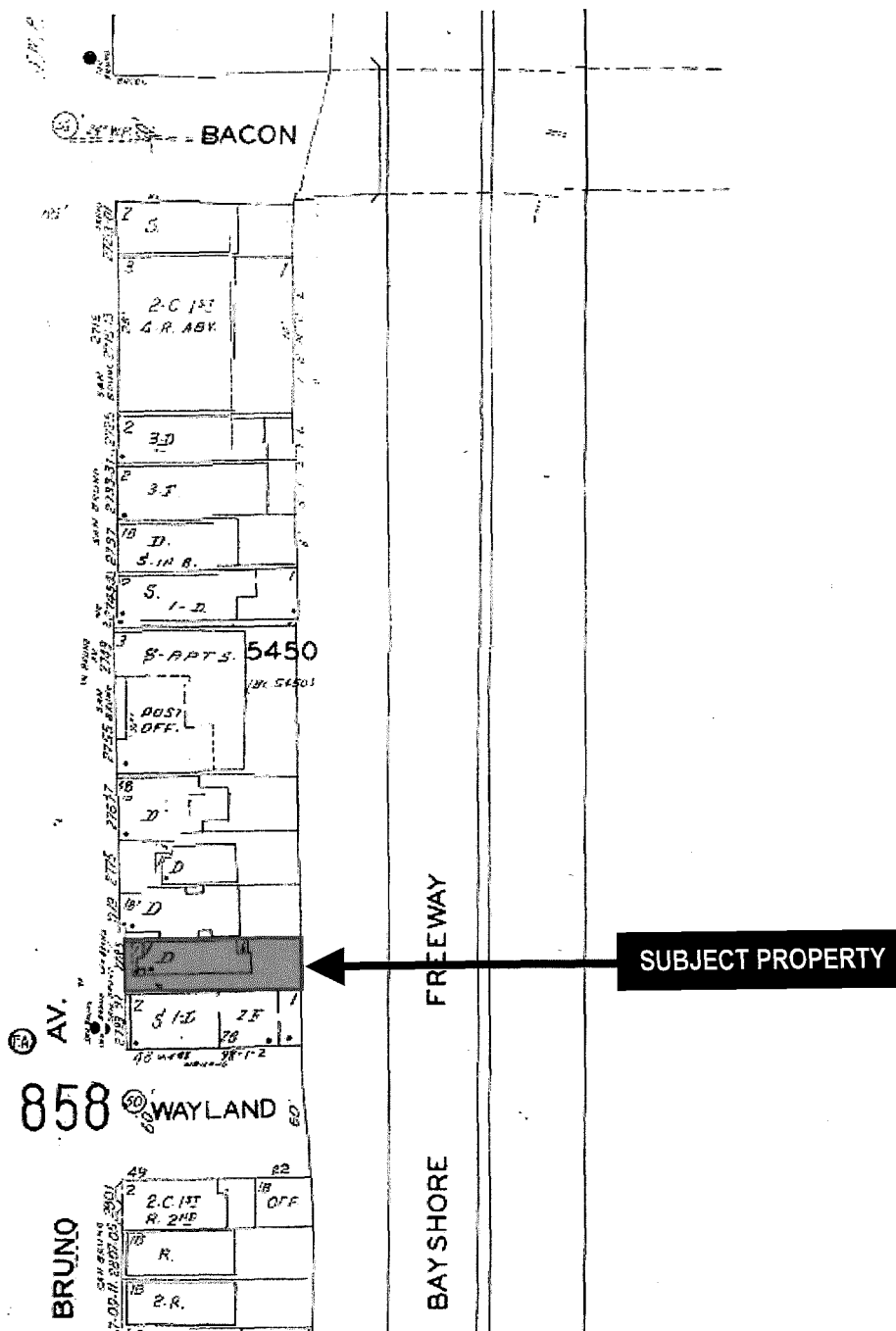
**SUBJECT PROPERTY**



# Parcel Map



# Sanborn Map\*

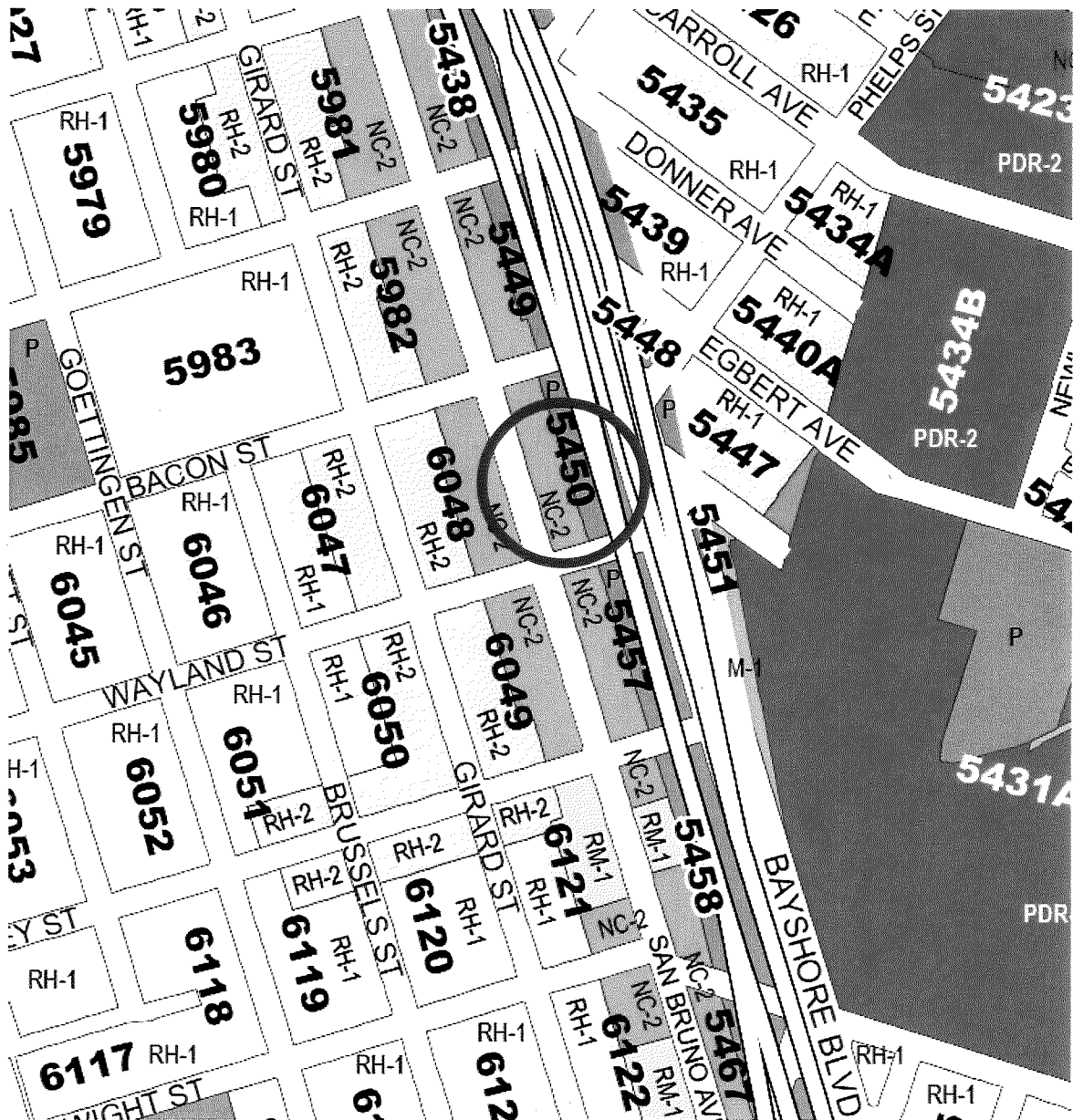


\*The Sanborn Maps in San Francisco have not been updated since 1998, and this map may not accurately reflect existing conditions.

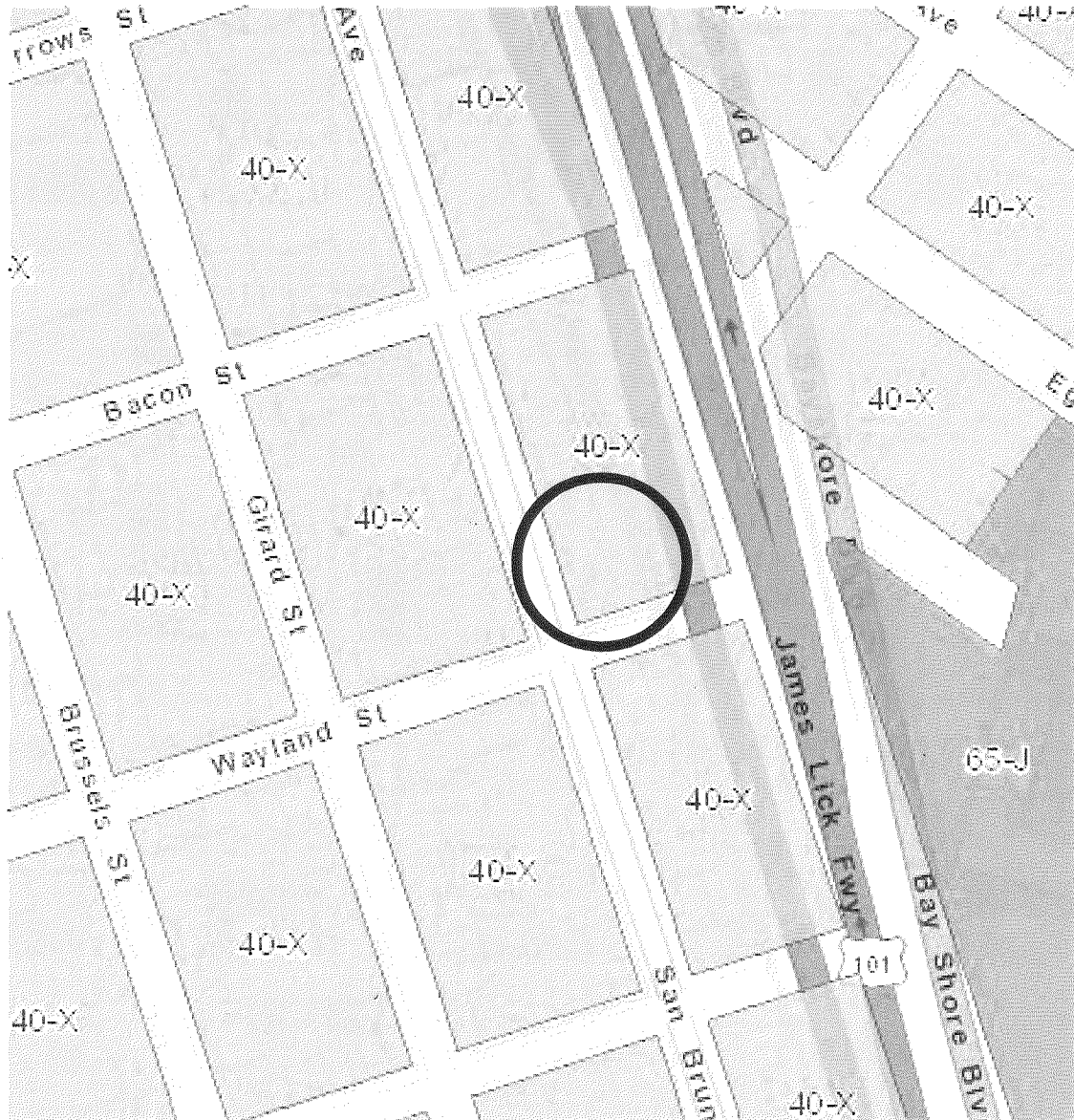
Conditional Use Authorization Hearing  
 July 14, 2016  
 Case Number 2014-003173CUA  
 2785 San Bruno Avenue



# Zoning Map



# Height and Bulk Map





# Site Photo



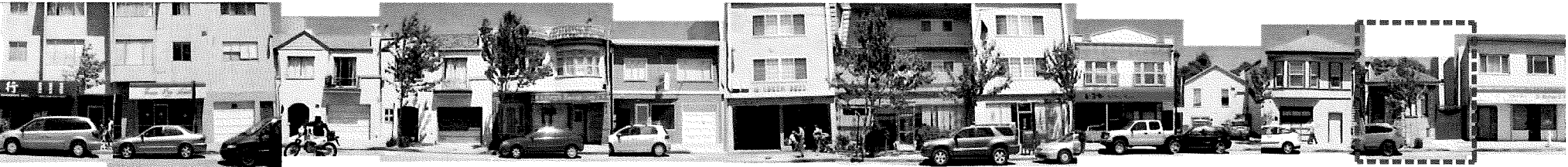
Conditional Use Authorization Hearing  
July 14, 2016  
Case Number 2014-003173CUA  
2785 San Bruno Avenue

# Site Photo



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



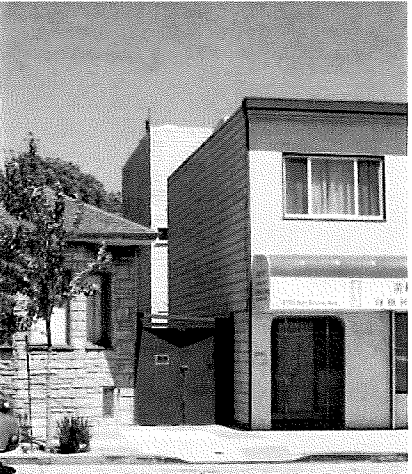


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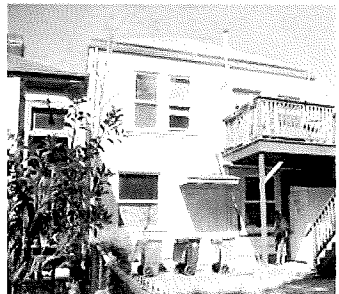


EST

SHEET LEGEND



1649





2785

2793 San Bruno Ave

2791

2801  
SAN B

黃敏生醫生  
脊椎神經治療專科

Dr. Michael S. Wong  
CHIROPRACTOR (415) 467-2200

主治  
工傷、車禍、跌傷  
關節、扭傷、骨質  
疏鬆、頸痛、腰痛  
(415) 467-2200

September 1, 2016

Dear San Francisco Board of Supervisors and San Francisco Planning Department

Below are signatures of support for the Conditional Use Authorization at 2785 San Bruno Ave, San Francisco CA 94134 to demolish the existing one story house and build a new mixed-use four story building.

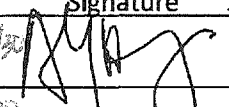

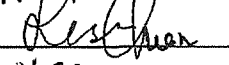
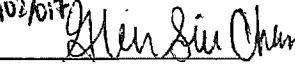
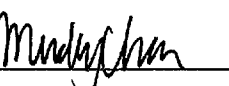
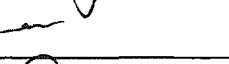
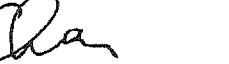


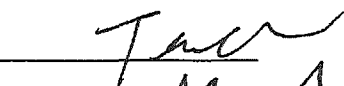
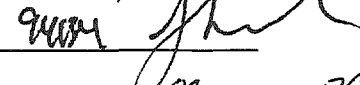
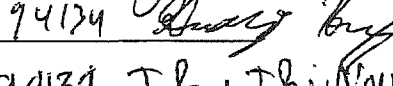
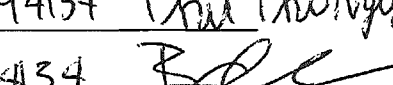
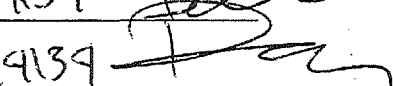
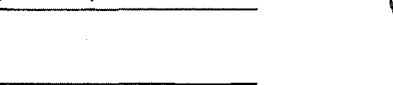

Printed Name	Street Address	Block/Lot	Signature
1. ANNISSA HUANG	2047 Carroll Ave	SF, CA 94124 <sup>5435/30</sup>	
2. Tony Huang	2047 Carroll Ave	SF, CA 94124 <sup>5435/30</sup>	
3. LISA LIU CHAN	748 THORNTON AVE	SF, CA 94124 <sup>5402/017</sup>	
4. GLEN SU CHAN	748 THORNTON AVE	SF CA 94124 <sup>5402/017</sup>	
5. Mindy Chan	748 thornnton ave	<sup>5402/017</sup>	
6. Sandra Chan	"	" <sup>5402/017</sup>	
7. SERENA CHAN	"	" <sup>5402/017</sup>	
8. Alex Chan.	748 thornnton AVE	SF CA 94124 <sup>5402/017</sup>	
9. Alvin Wong	219 Girard St	SF, CA 94134 <sup>5981/021</sup>	
10. Tracy Ly	219 Girard St	SF, CA 94134 <sup>5981/021</sup>	
11. Johnson Wang	219 Girard St	SF, CA 94134 <sup>5981/021</sup>	
12. George Huang	221 Olmstead St	SF, CA 94134 <sup>6154/001</sup>	
13. THU THU NGUYEN	258 Baven St	SF, CA 94134 <sup>5853/043</sup>	
14. Brandon Le	258 Baven st	SF, CA 94134 <sup>5853/043</sup>	
15. Damen Le	258 Baven st	SF, CA 94134 <sup>5853/043</sup>	
16.			

EXHIBIT 2

September 1, 2016

Dear San Francisco Board of Supervisors and San Francisco Planning Department

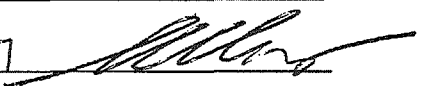

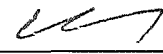
Below are signatures of support for the Conditional Use Authorization at 2785 San Bruno Ave, San Francisco CA 94134 to demolish the existing one story house and build a new mixed-use four story building.

姓名 Printed Name	地址 Street Address	Block/Lot	签名 Signature
1. Hao Feng Huang	<sup>424-</sup> <del>430</del> Hamilton ST, SF. CA 94134	6042/003	Hao Feng Huang
2. Guan Ming Lu	277A San Bruno Ave SF., CA 94134		
3. JING HUI LU	2774 SAN BRUNO AV	6048/010	Jing Hui Lu
4.			
5.			
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11.			
12.			
13.			
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15.			
16.			

September 1, 2016

Dear San Francisco Board of Supervisors and San Francisco Planning Department

Below are signatures of support for the Conditional Use Authorization at 2785 San Bruno Ave, San Francisco CA 94134 to demolish the existing one story house and build a new mixed-use four story building.

姓名 Printed Name	地址 Street Address	Block/Lot	签名 Signature
1. NELSON TONG	2891- 2897 SAN BRUNO AVE SF	5457/37	
2. Allen	2861- 2865 SAN BRUNO AVE	5457/22	
3. Lee ALFREDO	2835 SAN BRUNO AVE		
4.			
5.			
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9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			

Francisco Salazar (707) 694-0370  
Misael Saldana (925) 550-7144  
2785 San Bruno Ave  
San Francisco, CA 94112

September 2, 2016

San Francisco Board of Supervisors  
San Francisco City Hall  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102

RE: 2014-003173CUA  
Statement of Opposition to Appeal – Conditional Use Authorization

Dear President Breed & San Francisco Supervisors,

Our names are Misael Saldana and Francisco Salazar. We live in the single family home of 2785 San Bruno Avenue. The owners informed us of the pending City building permit for this property to demolish the current house and build a new four story building prior to us seeing the house and signing the lease. We have plans to move out of the home at the end of the year, though we are aware we could stay for longer if necessary. We are not being coerced or evicted by the owners.

Though we will not be able to attend the Board of Supervisors Hearing in the afternoon of September 20, 2016 due to scheduled work and school commitments, we do support this project and ask the Board of Supervisors for their support. The new construction will bring more necessary housing and commercial spaces for the City and neighborhood.

Thank you for your time and consideration.

Kind regards,



Misael S. & Franco S.

EXHIBIT

3

Indya Dodson  
2785 San Bruno Ave  
San Francisco, CA 94112

August 30, 2016

London Breed, President  
San Francisco Board of Supervisors  
City Hall, 1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102

*RE: 2785 San Bruno Ave  
#2014-003173CUA  
Letter of Support for Project*

Dear President Breed & San Francisco Supervisors,

I am one of the four tenants at single family residence 2785 San Bruno Avenue in San Francisco. I am cognizant of the application for demolition and new construction of this property and am supportive of the project.

This approval of this project has no interference with my tenancy at the home because I will be returning to the East Coast in December 2016 where I am originally from and attending Capitol Technology University. I temporarily relocated to San Francisco from Maryland for a software engineering internship. The project will create three dwelling units that can serve as family or work force housing for people like myself.

Most Sincerely,

A handwritten signature in black ink, appearing to read 'Indya Dodson', with a long horizontal flourish extending to the right.

Indya Dodson  
(443) 388-2668

Natalie Nelson (408) 859-2387  
2785 San Bruno Ave  
San Francisco, CA 94112

August 26, 2016

San Francisco Board of Supervisors  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102

RE: 2014-003173CUA

Dear San Francisco Supervisors,

My name is Natalie Nelson and I am a former tenant at single family residence 2785 San Bruno Avenue in San Francisco. My former landlords, Qi Nong Ma and Linda Huang, informed me along with all of the other tenants of the Building Permit Application for this property to demolish the existing one story house and build a new mixed-use four story building. I have since moved out of the house to be closer to my work, however I was well aware that I could stay until the end of the year or even on November 2016. Our landlord is not kicking any of the tenants out. They offered to accommodate us for longer should we need it. All of the tenants were informed of this from the beginning. We were given proper and formal notice.

We are in support of this project and believe the Board of Supervisors should support the project as well. With the housing crisis in San Francisco, more housing should be desired to stabilize the housing cost.

Thank you for your time.

Most Sincerely,

Natalie Nelson.

A handwritten signature in black ink, appearing to read 'Natalie Nelson', written in a cursive style.



# NEW MIXED USE BUILDING

2785 SAN BRUNO AVENUE  
SAN FRANCISCO, CALIFORNIA 94134

DRAWINGS FOR SITE PERMIT

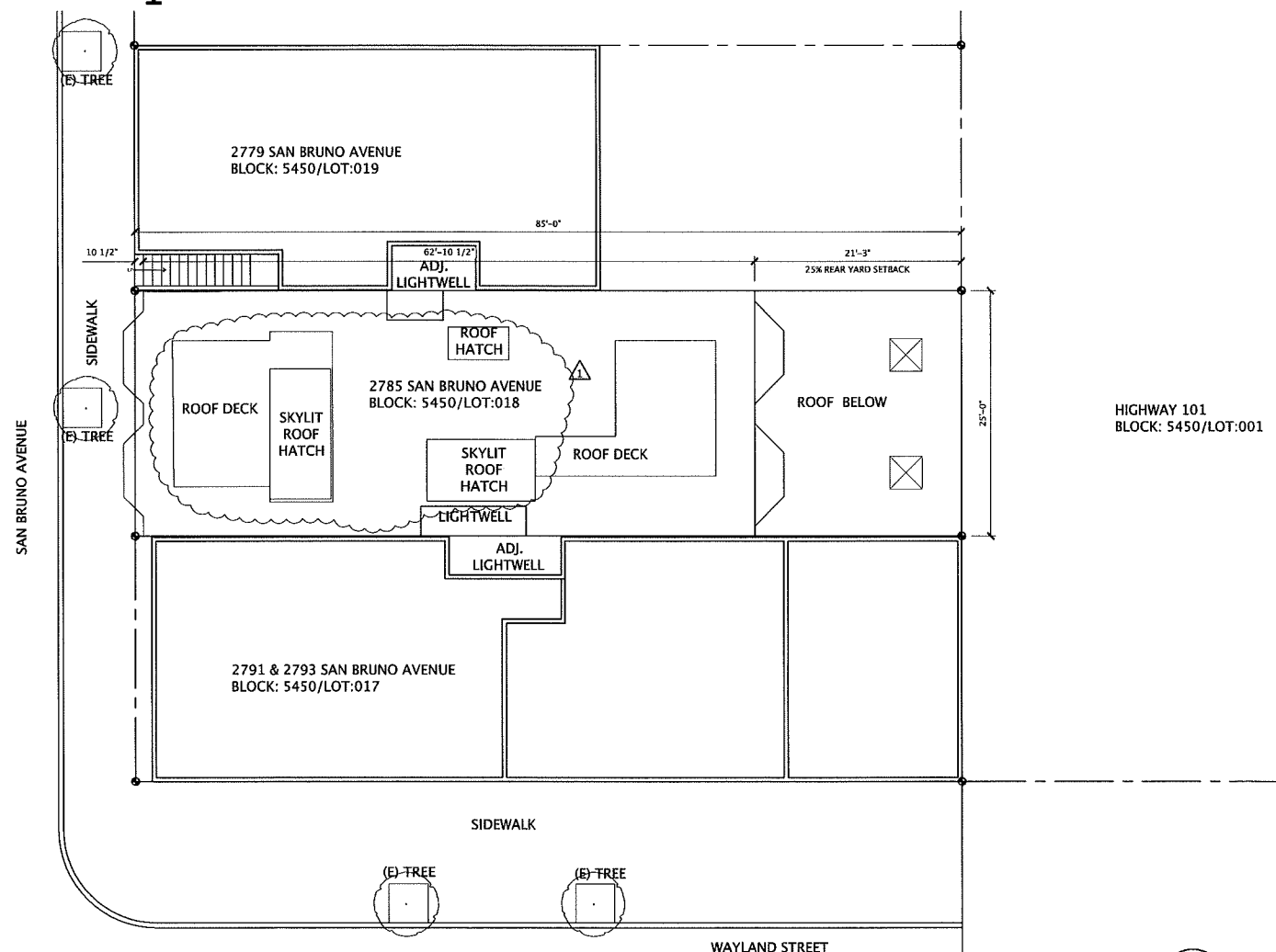
APRIL 20, 2015

REVISION - CUA PER PLANNING COMMISSION

BRIAN KAUFMAN DESIGN  
77 VAN NESS AVE. #501  
SAN FRANCISCO, CA 94102  
T: 415.365.0940



1 PROPOSED EXTERIOR VIEW FROM SAN BRUNO



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

### 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.

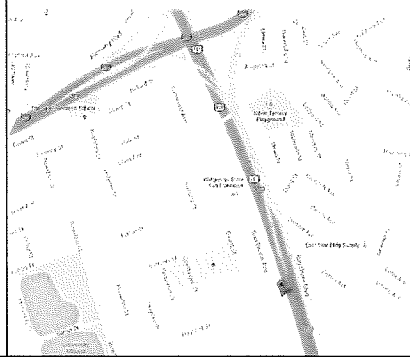
### PROJECT DATA

APN: BLOCK 5450/ LOT 018  
ZONING: NC-2  
BULK/HEIGHT: 40-X  
LOT AREA: 3642 SQ. FT.  
EXISTING OCCUPANCY: R-3  
PROPOSED OCCUPANCY: R-2 & B/M  
EXISTING CONSTRUCTION TYPE: V-B  
PROPOSED CONSTRUCTION TYPE: V-B  
EXISTING BUILT AREA OF BUILDING: 1,293 SF  
PROPOSED AREA OF BUILDING: 6,517 SF  
PROPOSED GROSS AREA OF 1ST FLOOR: 2,062 SF  
COMMERCIAL SPACE #1 1,440 NET SF  
PROPOSED GROSS AREA OF 2ND FLOOR: 1,435 SQ. FT.  
COMMERCIAL SPACE #2 687.1 NET SF  
RESIDENTIAL SPACE #3 524.2 NET SF  
PROPOSED GROSS AREA OF 3RD FLOOR: 1,510 SQ. FT.  
RESIDENTIAL SPACE #1 588.9 NET SF  
RESIDENTIAL SPACE #2 718 NET SF  
PROPOSED GROSS AREA OF 3RD FLOOR: 1,510 SQ. FT.  
RESIDENTIAL SPACE #1 723.1 NET SF  
RESIDENTIAL SPACE #2 589.7 NET SF

### UNIT AREA

COMMERCIAL SPACE #1: 1,440 NET SF  
COMMERCIAL SPACE #2: 681.1 NET SF  
RESIDENTIAL SPACE #1: 1,312 NET SF  
RESIDENTIAL SPACE #2: 1,308 NET SF  
RESIDENTIAL SPACE #3: 524.2 NET SF

### SITE MAP



### 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, 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.

### DRAWING INDEX

- ARCHITECTURAL
- A0.0 TITLE SHEET / SITE PLAN
  - A0.1 EXISTING 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 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
  - A6.1 PROPOSED CROSS SECTION & DETAIL SECTIONS

### PROJECT SYMBOLS

- ◊ WALL TAG
- ① SHEETNOTE
- WINDOW TAG
- ⊞ DOOR TAG
- 1/A1.1 SECTION MARK, SECTION DETAIL
- 1/A4.0 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:

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



### TITLE SHEET & SITE PLAN

DESCRIPTION	DATE
REV1 - CUA	08/25/16

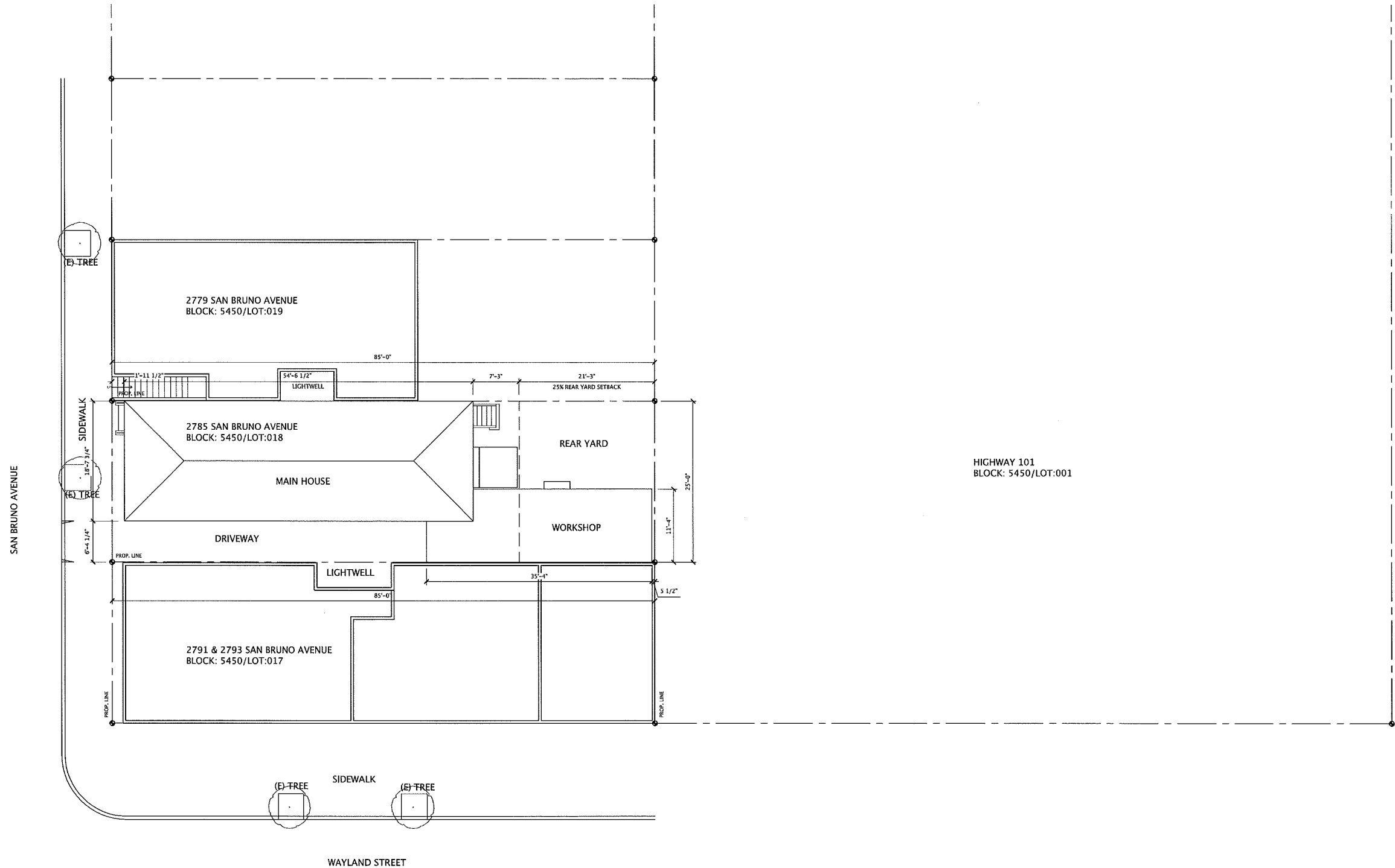
SCALE: AS NOTED

DATE: 04/20/2015

A0.0

### ABBREVIATIONS

AB ANCHOR BOLT	C/C CENTER TO CENTER	DEPT DEPARTMENT	ENGR ENGINEER	FR FIRE RATED	HORIZ HORIZONTAL	MATL MATERIAL	DC ON CENTER	PSF POUNDS PER SQUARE FOOT	RFG ROOFING	SPD SEE PLUMBING DRAWINGS	TO TOP OF
ADJ ADJACENT, ADJUSTABLE	CAB CABINET	DIA DIA	EQ EQUAL	FRAG FRAMING	HW HOT WATER HEATER	MAX MAXIMUM	OD OUTSIDE DIAMETER	PI POINT	RARB RAILING	SPEC SPECIFICATIONS	TO... TOP OF
AFP ABOVE FINISH FLOOR	CL CENTER LINE	DIFF DIMENSION	EQU EQUIP	FT FOOT OR FEET	ID INSIDE DIAMETER	MECH MECHANICAL	OF OVERFLOW DRAIN	PT PRINTED	RO ROUGH OPENING	SPR SPRINKLER	TS TUBE STEEL
ALUM ALUMINUM	CLG CENTER LINE	DN DIMENSION	EXST EXISTING	FTG FOOTING	IN INCH	HTL METAL	OH OVER HEAD	QTY QUANTITY	RVAL REVAL	SQ SQUARE	TYP TYPICAL
AP ACCESS PANEL	CONC CONCRETE	DR DOOR	EXT EXTERIOR	FUR FURNISHING	INT INTERNATIONAL	MFR MANUFACTURE	OPP OPPOSITE	R R	RWB REAR WATER LEADER	STD STANDARD	UNL UNLESS OTHERWISE NOTED
APPROX APPROXIMATE	CLOS CLOSET	DOR DOOR	FD FLOOR DRAIN	GA GAGE	INCL INCLUDE	MIN MINIMUM	PERF PERFORATED	RIS RISER	SA SUPPLY AIR	STL STEEL	UTL UTILITY
ARCH ARCHITECTURAL	CLX CLEAR	DRW DRAWING	FE FIRE EXTINGUISHER	GALV GALVANIZED	INSUL INSULATION	MIS MISCELLANEOUS	PLAM PLASTIC LAMINATE	RA RETURN AIR	SC SCHEDULE	STD STD	VERT VERTICAL
BD BOARD	CO CASED OPENING	DRW DRAWING	FF FLOOR FINISH	GW GALV	INT INSULATION	MNT MOUNTED	PLAS PLASTER	RD ROOF DRAIN	SCHD SCHEDULE	STR STRUCT	VERT VERTICAL
BETW BETWEEN	COL COLUMN	DRW DRAWING	FF FLOOR FINISH	CW CWB	INT INSULATION	MUL MULLION	PLUM PLUMBING	REF REFERENCE	SECT SECTION	SUSP SUSPENDED	W/ WITH
BLDG BUILDING	CONC CONCRETE	DRW DRAWING	FF FLOOR FINISH	CIP CIP	JOINT JOINT	NA NOT APPLICABLE	PLYD PLYWOOD	REFR REFRIGERATOR	SECT SECTION	SUSP SUSPENDED	W/O WITHOUT
BLOC BLOCKING	CONSTR CONSTRUCTION	DRW DRAWING	FF FLOOR FINISH	GYPSUM GYPSUM	LAM LAMINATE	NTC NOT IN CONTRACT	PLYD PLYWOOD	REFR REFRIGERATOR	SECT SECTION	SUSP SUSPENDED	W/ WITH
BLT BUILT	CONT CONTINUOUS	DRW DRAWING	FF FLOOR FINISH	GYPSUM GYPSUM	LAM LAMINATE	NO NOT	PLYD PLYWOOD	REFR REFRIGERATOR	SECT SECTION	SUSP SUSPENDED	W/O WITHOUT
BSMT BASEMENT	CPT CARPET	DRW DRAWING	FF FLOOR FINISH	GYPSUM GYPSUM	LAM LAMINATE	NTS NOT	PLYD PLYWOOD	REFR REFRIGERATOR	SECT SECTION	SUSP SUSPENDED	WC WATER CLOSET
B/R BACK TO BACK	CTR CENTER	DRW DRAWING	FF FLOOR FINISH	GYPSUM GYPSUM	LAM LAMINATE	NTS NOT	PLYD PLYWOOD	REFR REFRIGERATOR	SECT SECTION	SUSP SUSPENDED	WD WOOD
	CTSK COUNTERSINK	DRW DRAWING	FF FLOOR FINISH	GYPSUM GYPSUM	LAM LAMINATE	NTS NOT	PLYD PLYWOOD	REFR REFRIGERATOR	SECT SECTION	SUSP SUSPENDED	W/W WINDOW WEIGHT
	ENCL ENCLOSURE	DRW DRAWING	FF FLOOR FINISH	GYPSUM GYPSUM	LAM LAMINATE	NTS NOT	PLYD PLYWOOD	REFR REFRIGERATOR	SECT SECTION	SUSP SUSPENDED	WT WEIGHT



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

BRIAN KAUFMAN DESIGN  
77 VAN NESS AVE. #501  
SAN FRANCISCO, CA 94102  
T: 415.365.0540

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



EXISTING SITE PLAN

DESCRIPTION	DATE

SCALE: 1/8" = 1'-0"

DATE: 04/20/2015

**A0.1**



1 SAN BRUNO STREET FACING EAST



2 SAN BRUNO STREET FACING WEST



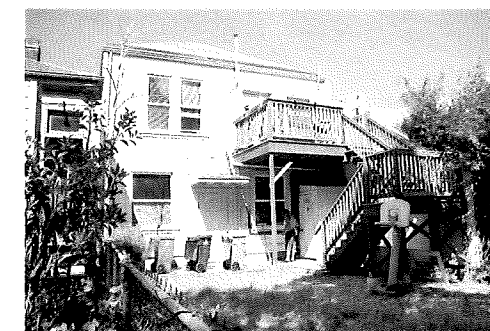
3 SUBJECT PROPERTY FRONT FACADE



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: 04/20/2015

A0.2

BRIAN KAUFMAN DESIGN  
77 VAN NESS AVE. #501  
SAN FRANCISCO, CA 94102  
T: 415.365.0540

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

BRIAN KAUFMAN DESIGN  
 77 VAN NESS AVE. #501  
 SAN FRANCISCO, CA 94102  
 T: 415.365.0540

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



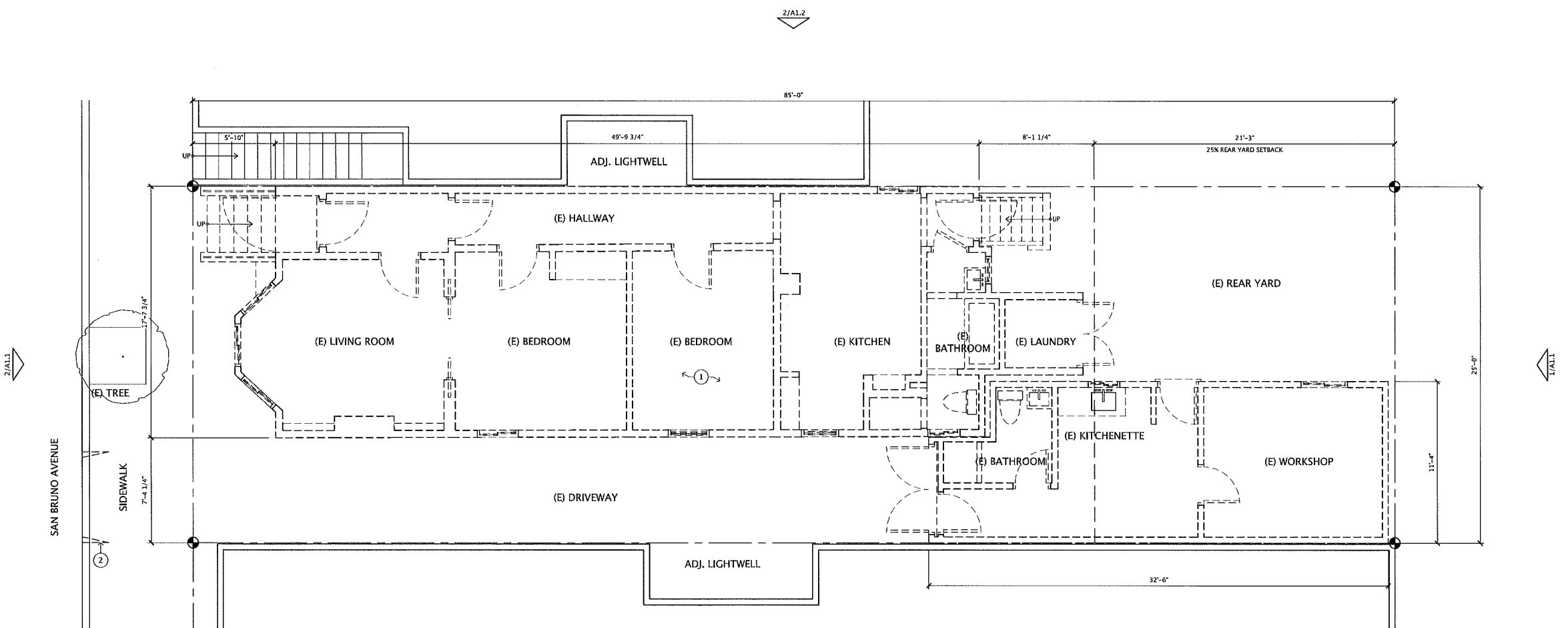
**EXISTING/DEMO PLAN**

DESCRIPTION	DATE

SCALE: AS NOTED

DATE: 04/20/2015

**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

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



EXISTING FRONT & REAR ELEVATIONS

DESCRIPTION	DATE

SCALE: AS NOTED

DATE: 04/20/2015

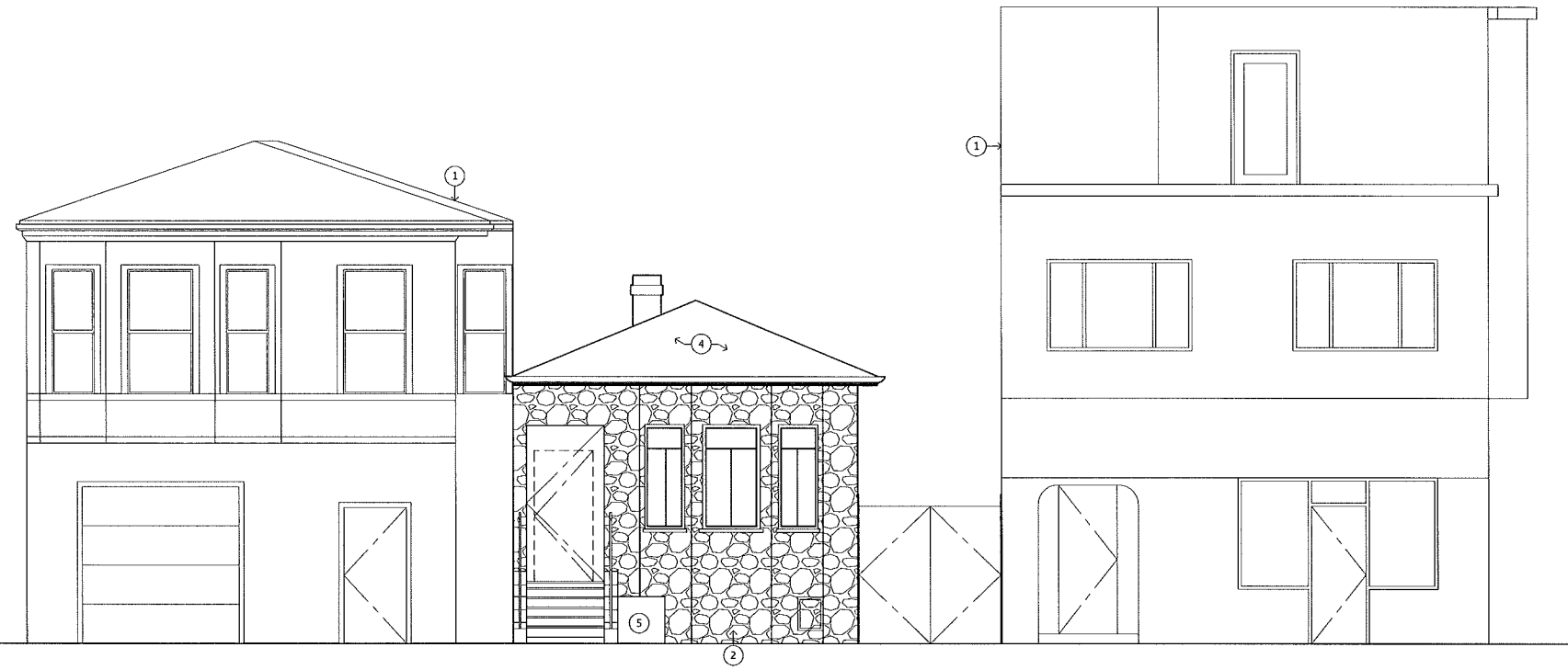
**A1.1**

T.O. ROOF  
 +14'-4"

B.O. EAVE  
 +10'-0"

1ST FLOOR, T.O.F.F.  
 0'-0"

T.O. SIDEWALK  
 -3'-2"



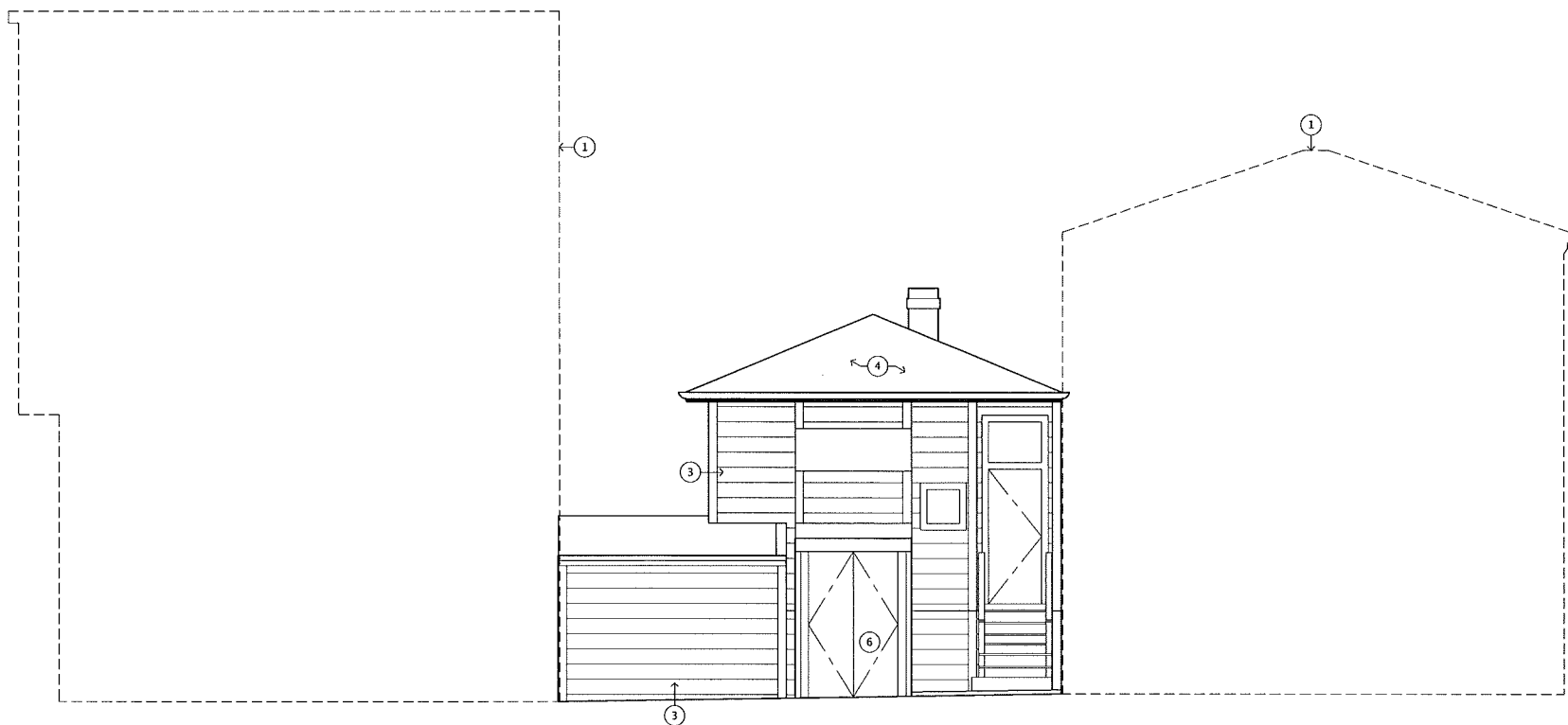
**1 EXISTING FRONT ELEVATION**  
 1/4" = 1'-0"

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 PFD WD SIDING
- ④ COMPOSITE ROOF
- ⑤ GAS METER
- ⑥ (E) ACCESS TO LAUNDRY

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



EXISTING SIDE ELEVATIONS

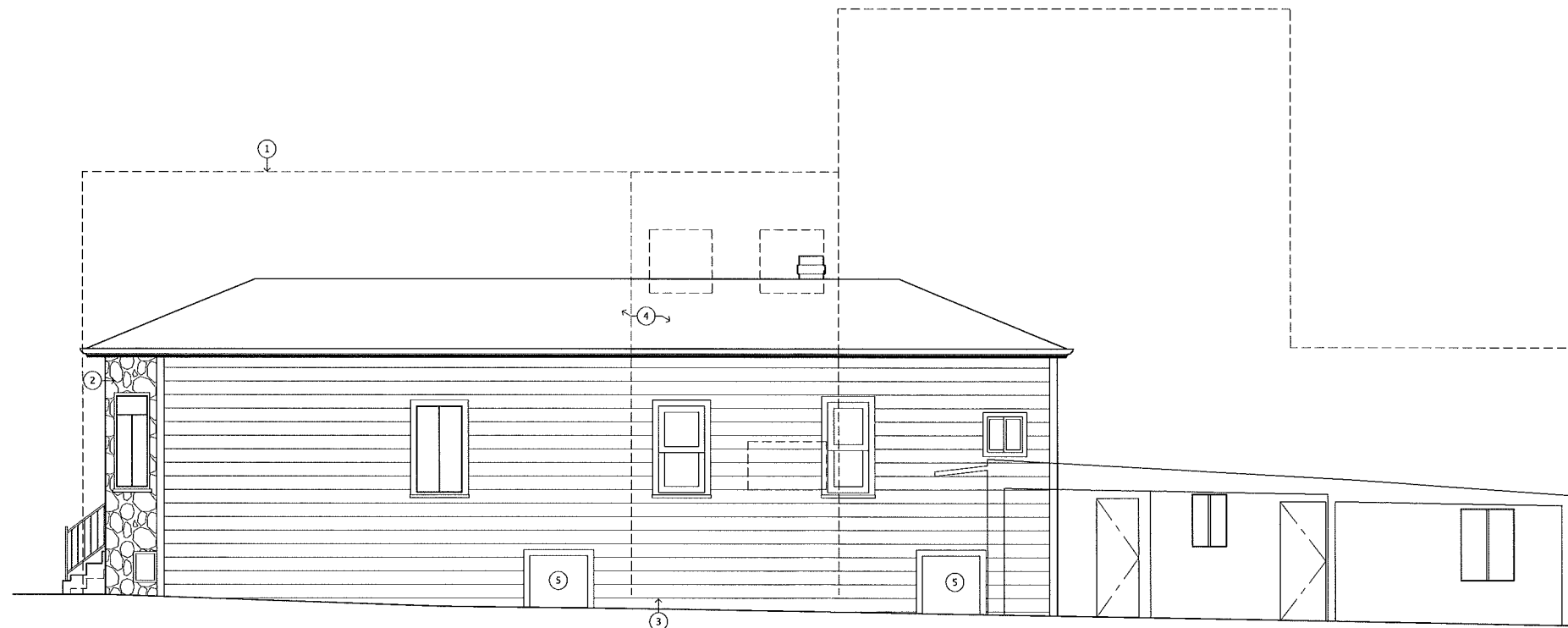
DESCRIPTION	DATE

SCALE: AS NOTED

DATE: 04/20/2015

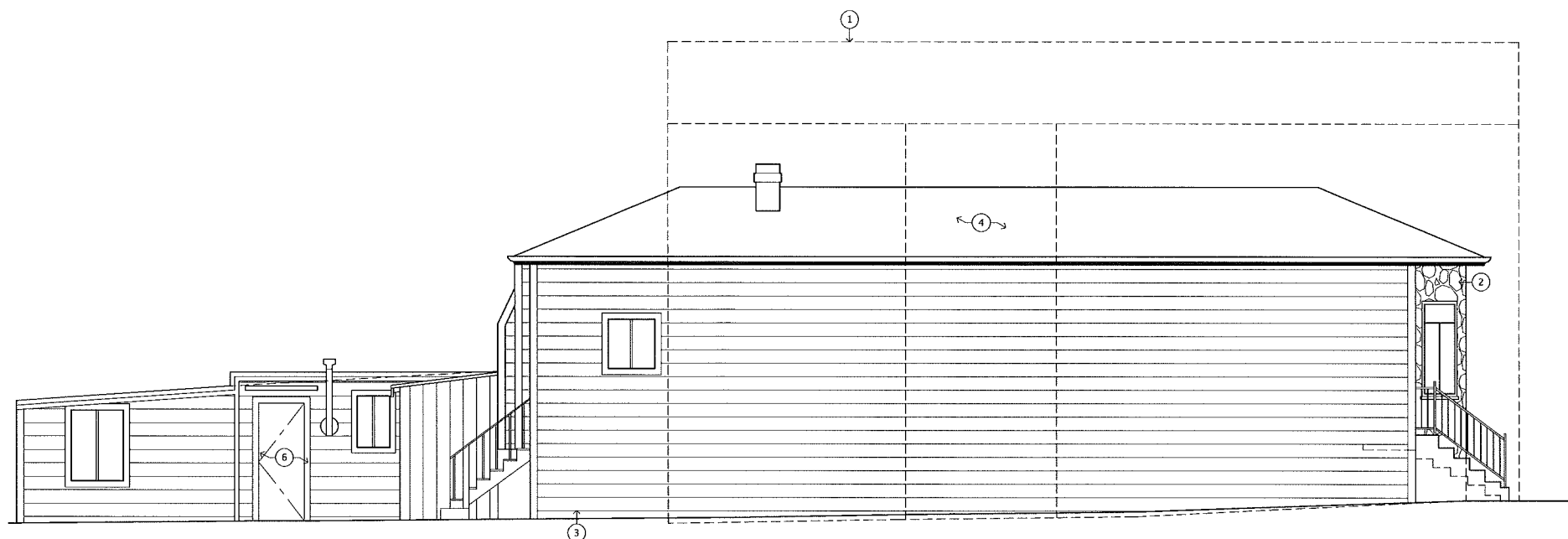
**A1.2**

- 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 (S) ACCESS TO CRAWL SPACE
- ③ PTD WD SIDING
- ⑥ WORKSHOP

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



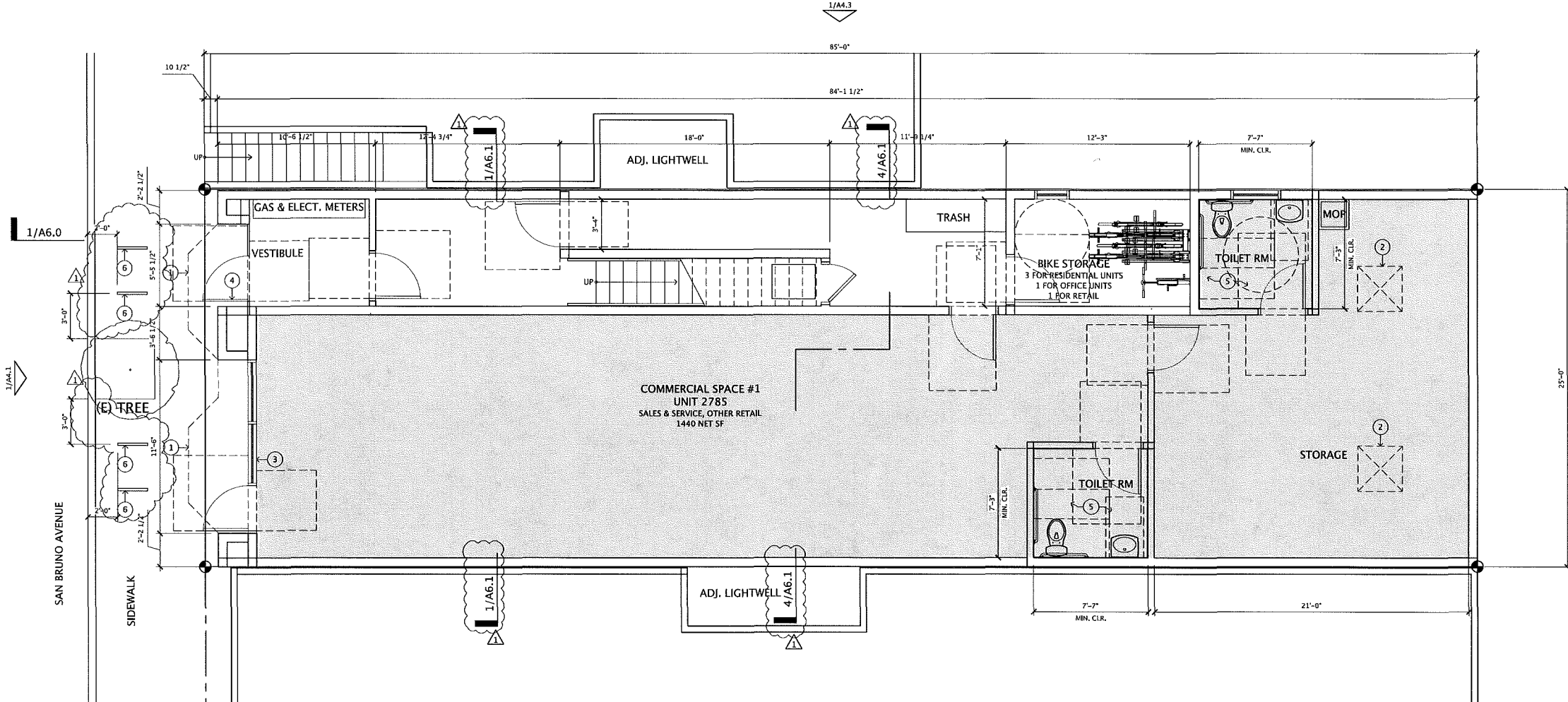
**PROPOSED 1ST FLOOR PLAN**

DESCRIPTION	DATE
REV1 - CUA	08/25/16

SCALE: AS NOTED

DATE: 04/20/2015

**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	4

- 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



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 T. 415.365.0540

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



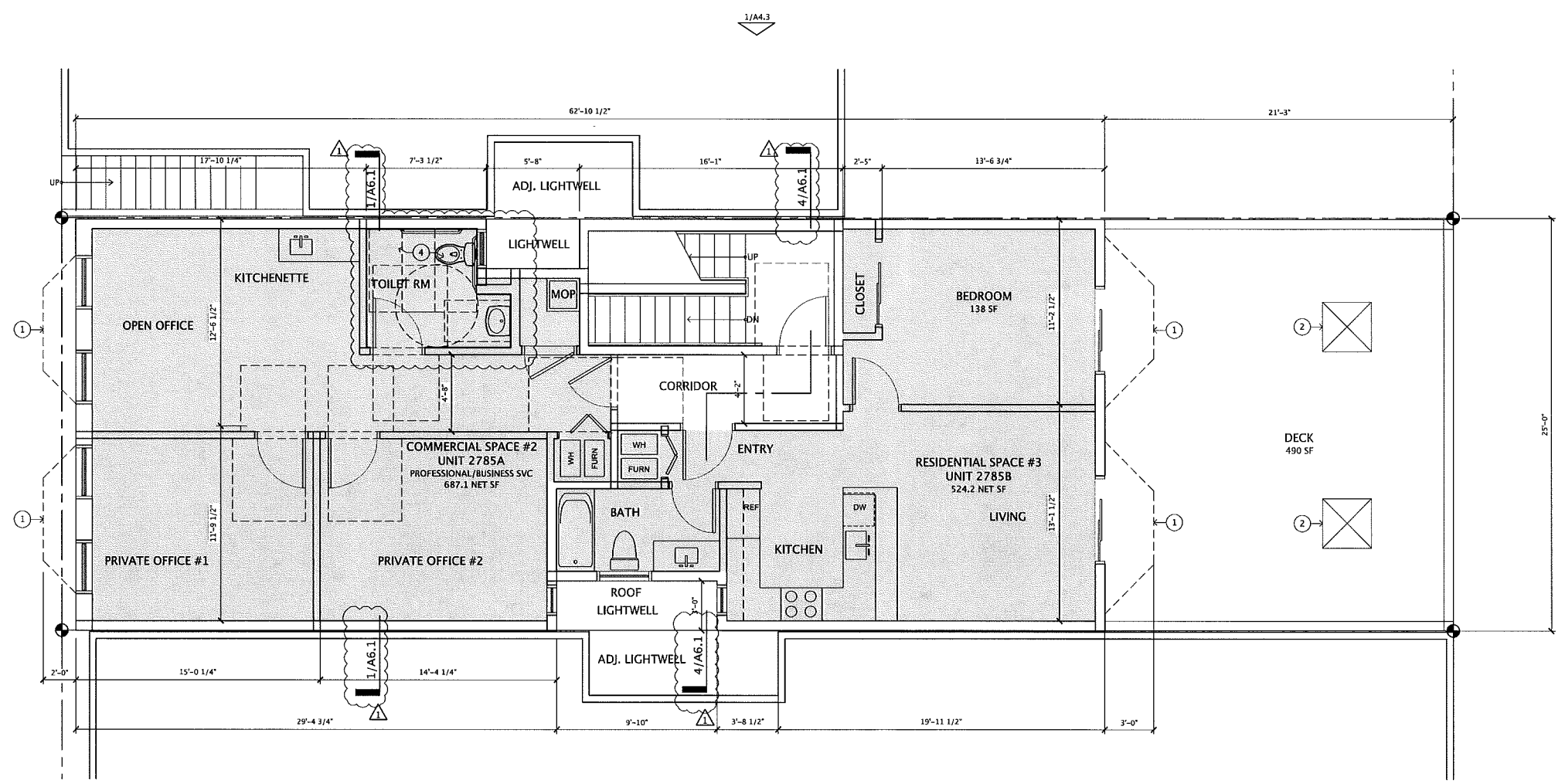
**PROPOSED 2ND FLOOR PLAN**

DESCRIPTION	DATE
REV1 - CUA	08/25/16

SCALE: AS NOTED

DATE: 04/20/2015

**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



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 SAN FRANCISCO, CA 94102  
 T: 415.365.0540

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



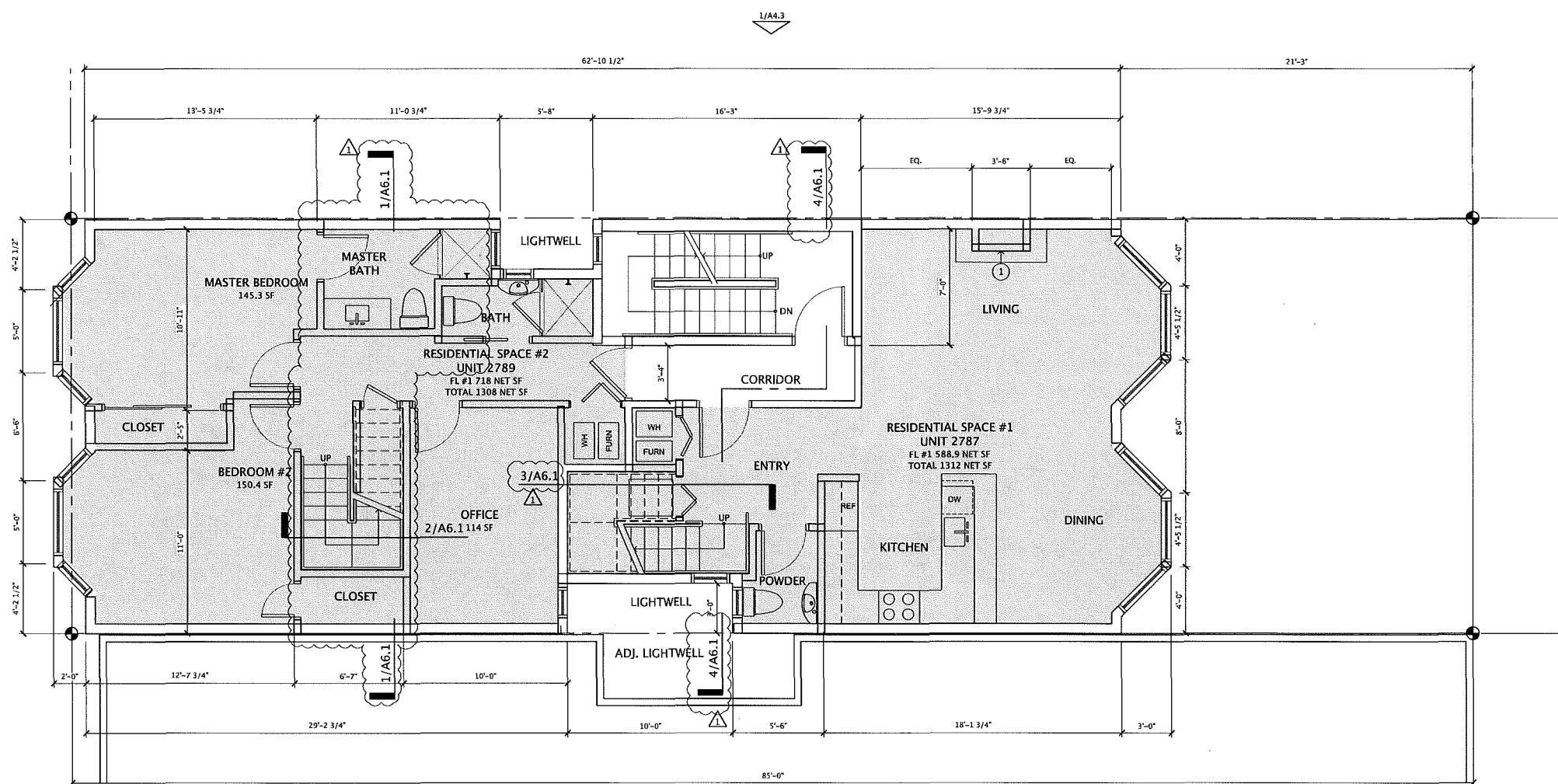
**PROPOSED 3RD FLOOR PLAN**

DESCRIPTION	DATE
REV1 - CUA	08/25/16

SCALE: AS NOTED

DATE: 04/20/2015

**A2.2**



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



**PLAN SHEET NOTES**

1 GAS FIRE PLACE

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 SAN FRANCISCO, CA 94102  
 T: 415.365.0540

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



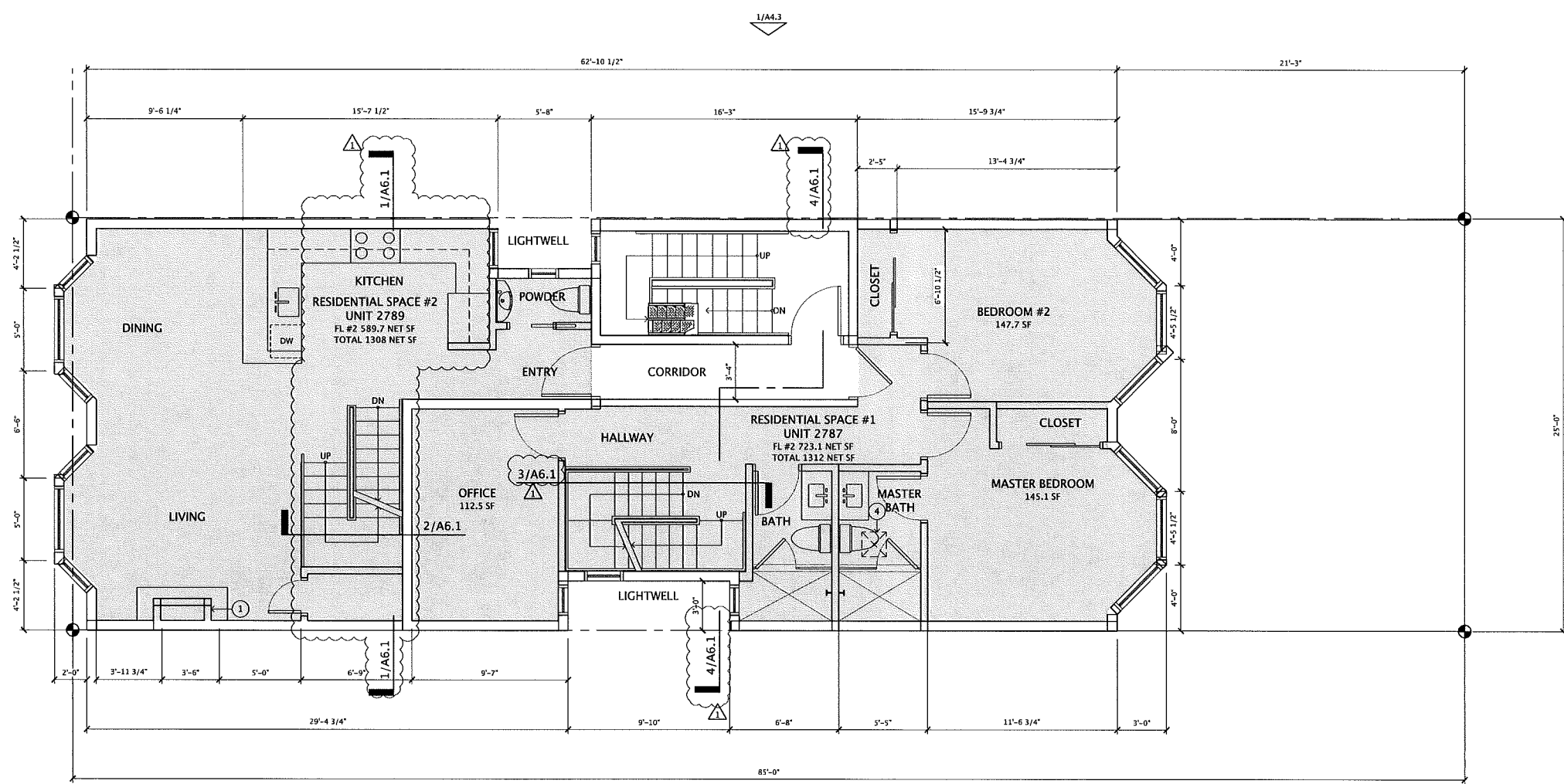
**PROPOSED 4TH FLOOR PLAN**

DESCRIPTION	DATE
REV1 - CUA	08/25/16

SCALE: AS NOTED

DATE: 04/20/2015

**A2.3**



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



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

BRIAN KAUFMAN DESIGN  
 77 VAN NESS AVE. #501  
 SAN FRANCISCO, CA 94102  
 T: 415.365.0340

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



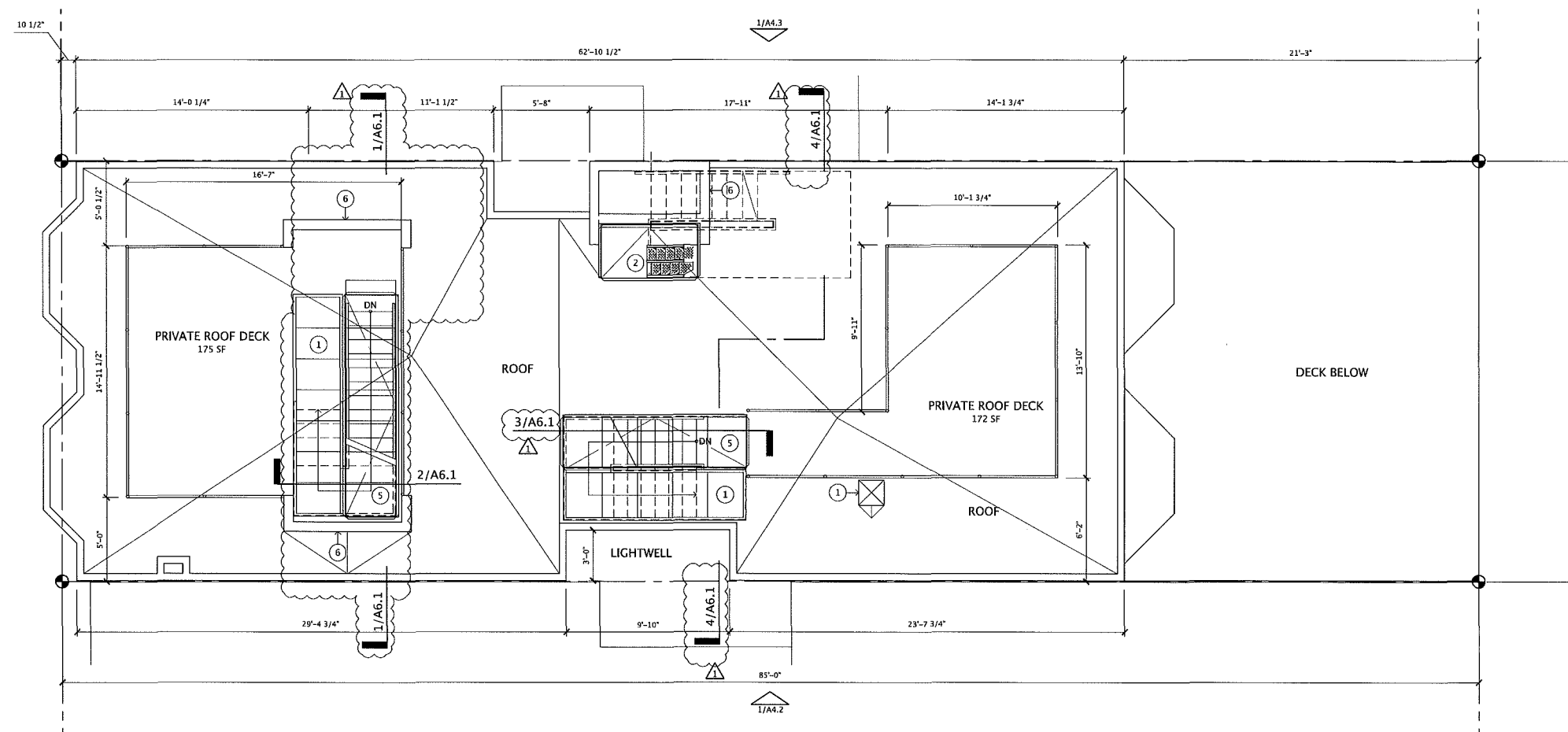
**PROPOSED ROOF PLAN**

DESCRIPTION	DATE
REV1 - CUA	08/25/16

SCALE: AS NOTED

DATE: 04/20/2015

**A2.4**



**1 PROPOSED ROOF PLAN**  
 1/4" = 1'-0"

- PLAN SHEET NOTES**
- ① SKYLIGHT
  - ② ROOF HATCH
  - ③ PTD WD SIDING
  - ④ COMPOSITE ROOF
  - ⑤ GLAZED ROOF HATCH
  - ⑥ 42" PARAPET WALL

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



PROPOSED FRONT ELEVATION (EAST)

DESCRIPTION	DATE
REV1 - CUA	08/25/16

SCALE: AS NOTED

DATE: 04/20/2015

**A4.0**

T.O. PARAPET	+41'-6"
ROOFTOP	+40'-0"
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"



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

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



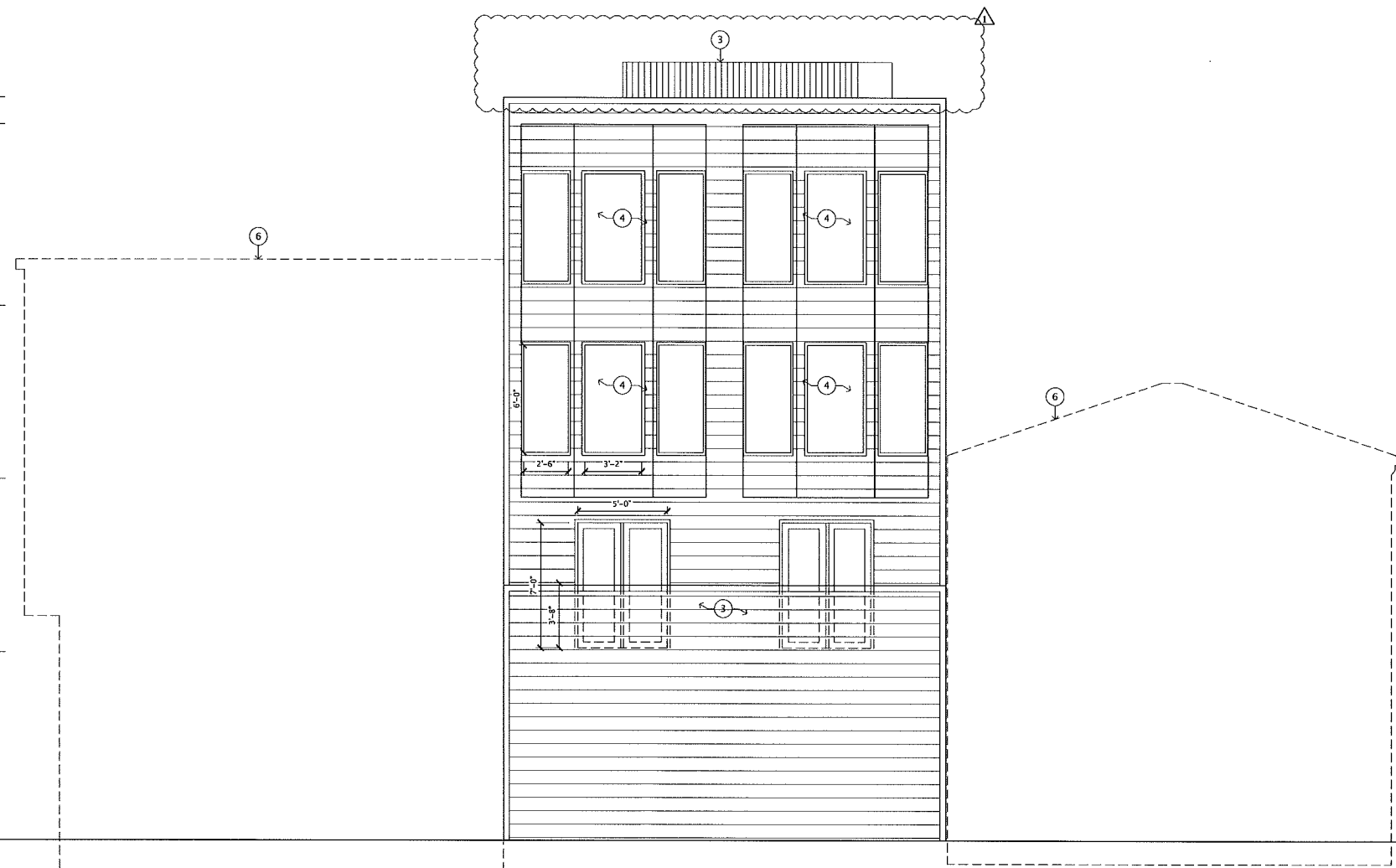
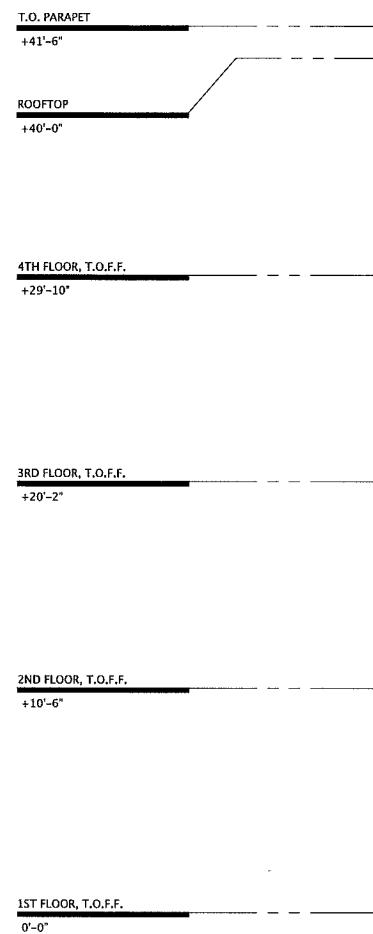
**PROPOSED REAR ELEVATION (WEST)**

DESCRIPTION	DATE
REV1 - CUA	08/25/16

SCALE: AS NOTED

DATE: 04/20/2015

**A4.1**



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

**ELEVATION SHEET NOTES**

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

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 77 VAN NESS AVE. #501  
 SAN FRANCISCO, CA 94102  
 T. 415.365.0540

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



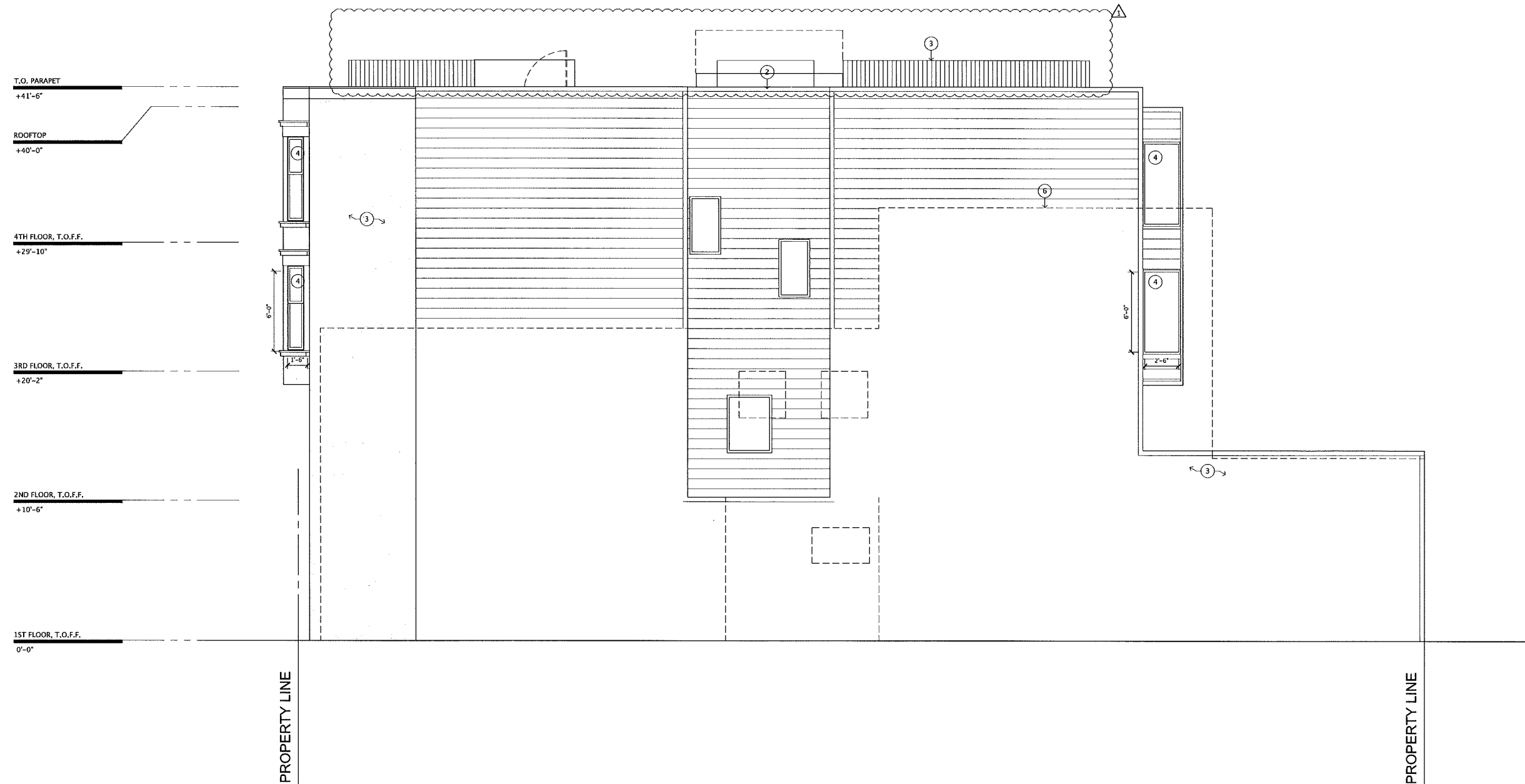
**PROPOSED SIDE ELEVATION (SOUTH)**

DESCRIPTION	DATE
REV1 - CUA	08/25/16

SCALE: AS NOTED

DATE: 04/20/2015

**A4.2**



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

**ELEVATION SHEET NOTES**

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

BRIAN KAUFMAN DESIGN  
 77 VAN NESS AVE. #501  
 SAN FRANCISCO, CA 94102  
 T: 415.365.0840

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



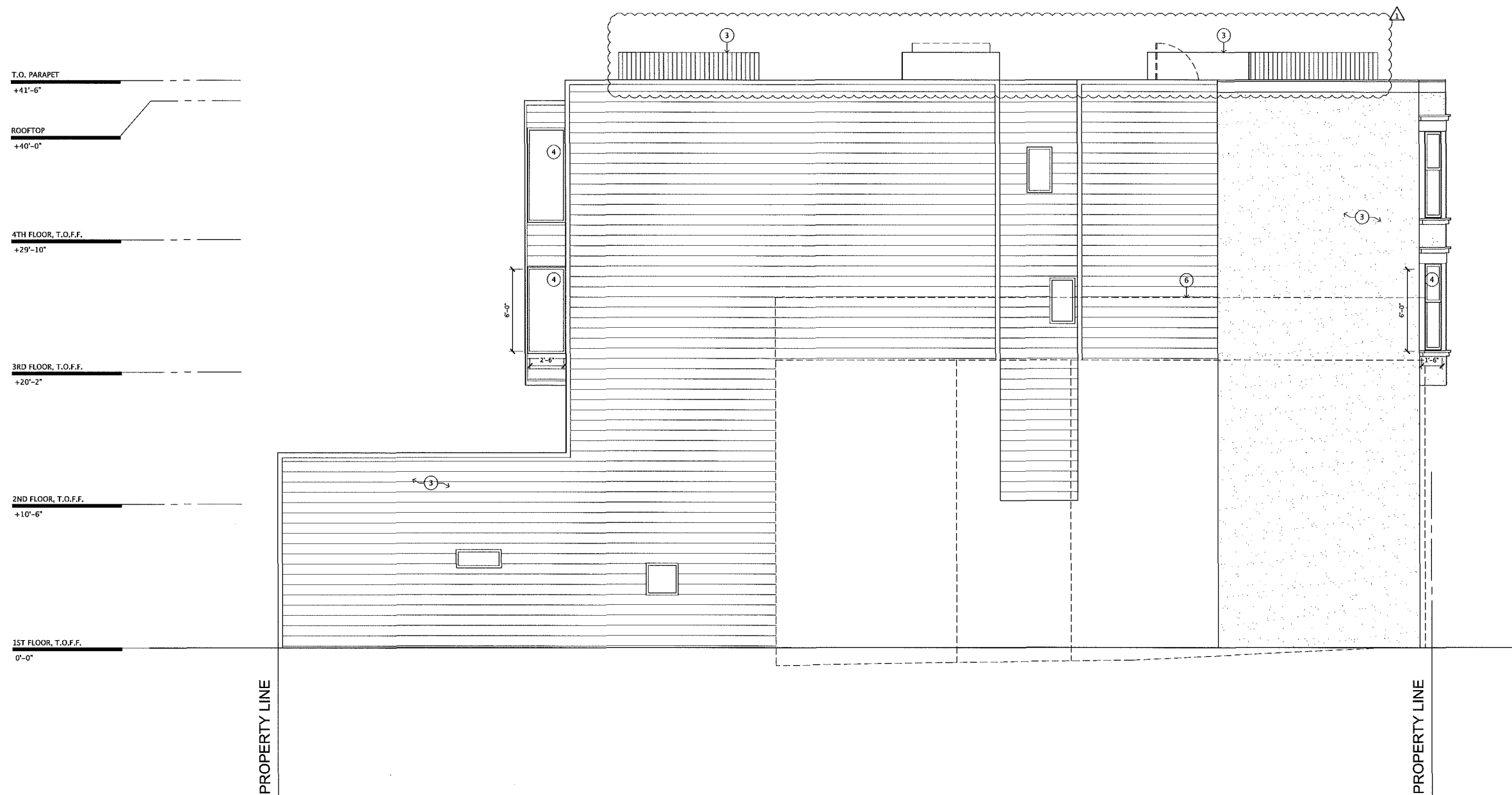
**PROPOSED SIDE ELEVATION (NORTH)**

DESCRIPTION	DATE
REV1 - CUA	08/25/16

SCALE: AS NOTED

DATE: 04/20/2015

**A4.3**



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

**ELEVATION SHEET NOTES**

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

BRIAN KAUFMAN DESIGN  
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 SAN FRANCISCO, CA 94102  
 T. 415.365.0540

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



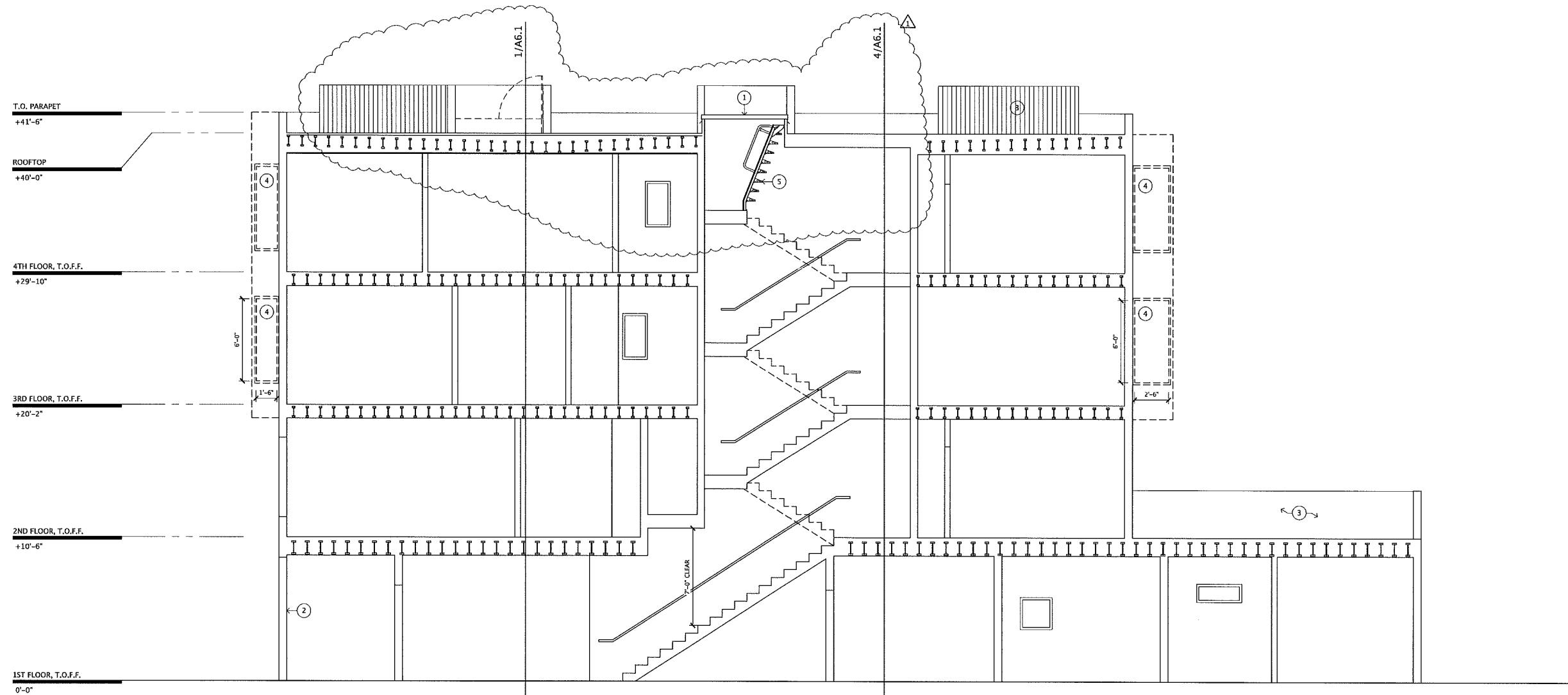
**PROPOSED  
 LONGITUDINAL  
 SECTION**

DESCRIPTION	DATE
REV1 - CUA	08/25/16

SCALE: AS NOTED

DATE: 04/20/2015

**A6.0**



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

**SECTION SHEET NOTES**

- ① ROOF HATCH
- ② STEEL GATE
- ③ GUARD RAIL
- ④ BAY WINDOWS
- ⑤ 68" ALTERNATING TREAD DEVICE (9 RISERS)
- ⑥ NOT USED



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 77 VAN NESS AVE. #501  
 SAN FRANCISCO, CA 94102  
 T: 415.365.0940

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



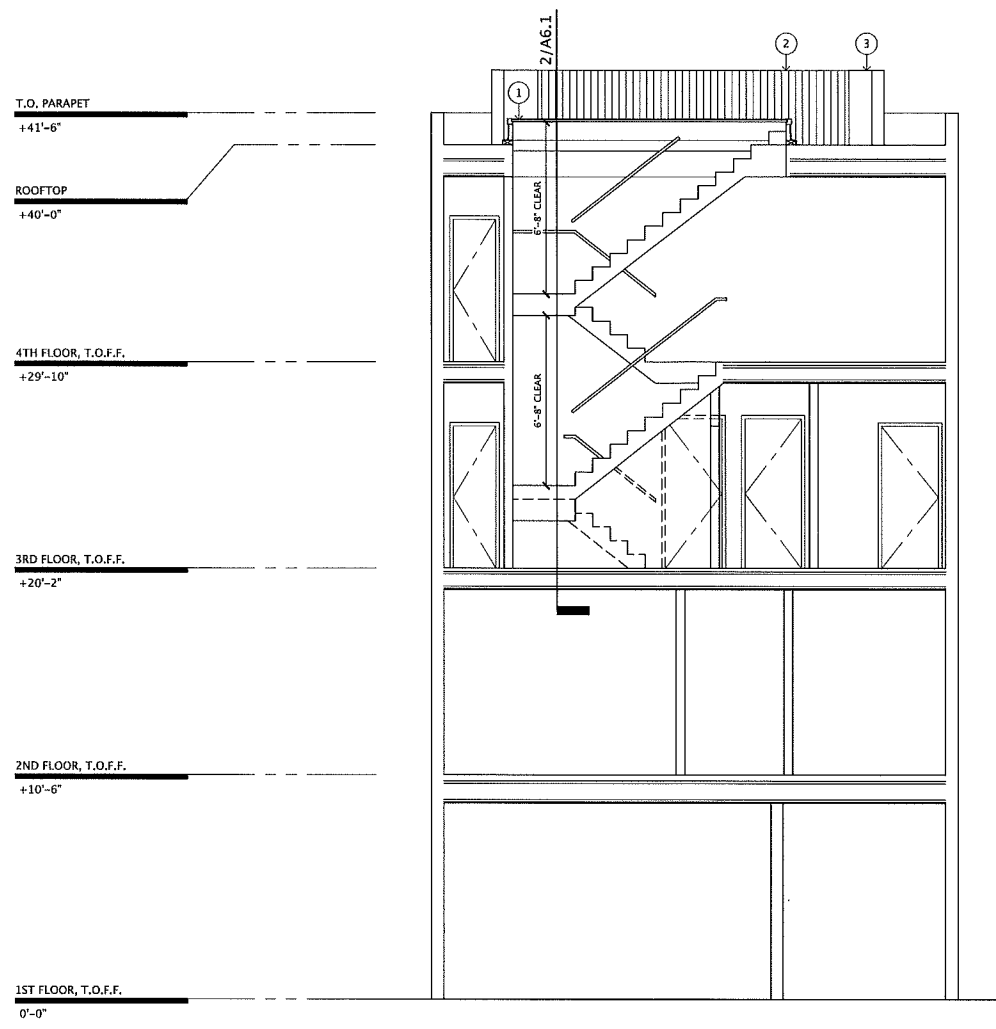
PROPOSED CROSS SECTIONS & DETAIL SECTIONS

DESCRIPTION	DATE
REV1 - CUA	08/25/16

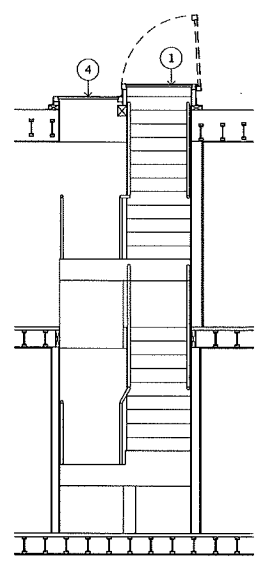
SCALE: AS NOTED

DATE: 04/20/2015

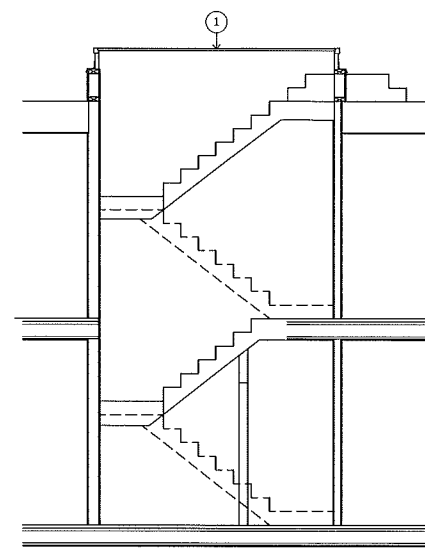
**A6.1**



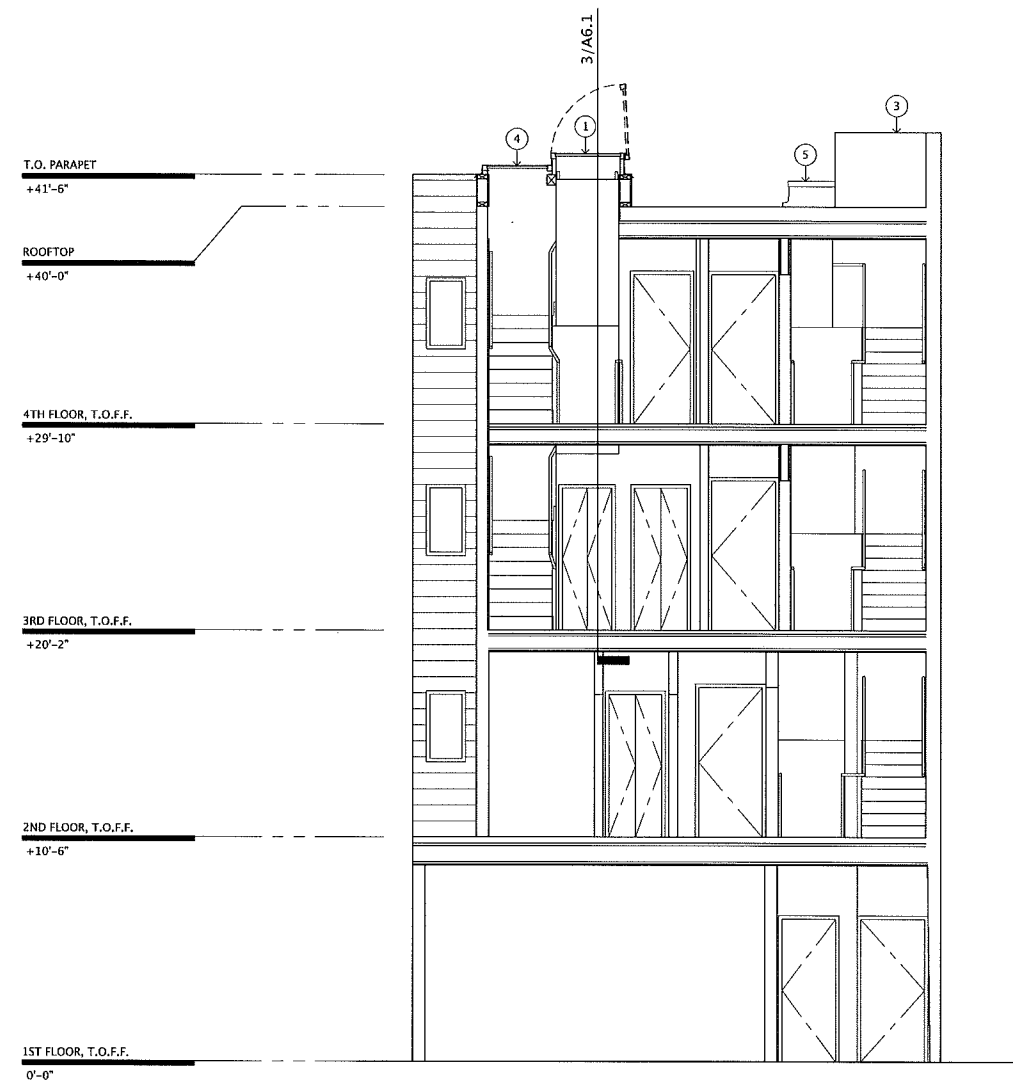
**1** PROPOSED CROSS SECTION FRONT TOWNHOUSE  
 1/4" = 1'-0"



**2** SECTION THROUGH STAIR FRONT TOWNHOUSE  
 1/4" = 1'-0"



**3** SECTION THROUGH STAIR REAR TOWNHOUSE  
 1/4" = 1'-0"



**4** PROPOSED CROSS SECTION REAR TOWNHOUSE  
 1/4" = 1'-0"

- SECTION SHEET NOTES
- ① GLAZED ROOF HATCH
  - ② STL FENCE & GATE
  - ③ 42" 1-HR GUARD PARAPET
  - ④ SKYLIGHT
  - ⑤ SOLID ROOF HATCH
  - ⑥ NOT USED

BOARD of SUPERVISORS



City Hall  
1 Dr. Carlton B. Goodlett Place, Room 244  
San Francisco 94102-4689  
Tel. No. 554-5184  
Fax No. 554-5163  
TDD/TTY No. 544-5227

**PROOF OF MAILING**

Legislative File No. 160918

Description of Items:

I, Brent Jay Jalipa, an employee of the City and County of San Francisco, mailed the above described document(s) by depositing the sealed items with the United States Postal Service (USPS) with the postage fully prepaid as follows:

Date: September 9, 2016

Time: 10:15 AM

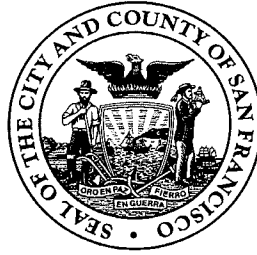
USPS Location: USPS Clerk's Office Pick-up

Mailbox/Mailslot Pick-Up Times (if applicable): N/A

Signature: *Brent Jay Jalipa*

Instructions: Upon completion, original must be filed in the above referenced file.

BOARD of SUPERVISORS



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

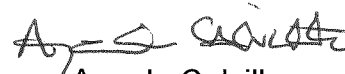
## NOTICE OF PUBLIC HEARING

### BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO

NOTICE IS HEREBY GIVEN THAT the Board of Supervisors of the City and County of San Francisco will hold a public hearing to consider the following appeal and said public hearing will be held as follows, at which time all interested parties may attend and be heard:

- Date:** September 20, 2016
- Time:** 3:00 p.m.
- Location:** Legislative Chamber, City Hall, Room 250  
1 Dr. Carlton B. Goodlett, Place, San Francisco, CA
- Subject:** File No. 160918. Hearing of persons interested in or objecting to the certification of a Conditional Use Authorization pursuant to Planning Code, Sections 303 and 317, for a proposed project at 2785 San Bruno Avenue, Assessor's Parcel Block No. 5450, Lot No. 018, identified in Planning Case No. 2014-003173CUA, issued by the Planning Commission by Motion No. 19702 dated July 14, 2016, 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. (District 9) (Appellant: Stephen M. Williams) (Filed August 15, 2016).

In accordance with Administrative Code, Section 67.7-1, persons who are unable to attend the hearing on this matter may submit written comments prior to the time the hearing begins. These comments will be made as part of the official public record in this matter and shall be brought to the attention of the Board of Supervisors. Written comments should be addressed to Angela Calvillo, Clerk of the Board, City Hall, 1 Dr. Carlton B. Goodlett Place, Room 244, San Francisco, CA, 94102. Information relating to this matter is available in the Office of the Clerk of the Board and agenda information relating to these matters will be available for public review on Friday, September 16, 2016.

  
Angela Calvillo  
Clerk of the Board

BOARD of SUPERVISORS



City Hall  
1 Dr. Carlton B. Goodlett Place, Room 244  
San Francisco 94102-4689  
Tel. No. 554-5184  
Fax No. 554-5163  
TDD/TTY No. 544-5227

August 19, 2016

**File No. 160918**  
**Case No. 2014-003173CUA**

Received from the Board of Supervisors Clerk's Office one check, in the amount of Five Hundred Sixty Two Dollars (\$562), representing filing fee paid by Stephen Williams for appeal of the Conditional Use Authorization for the proposed project at 2785 San Bruno Avenue.

**Planning Department**  
**By:**

Tony Young  
Print Name

[Signature]  
Signature and Date

BOARD of SUPERVISORS



City Hall  
1 Dr. Carlton B. Goodlett Place, Room 244  
San Francisco 94102-4689  
Tel. No. 554-5184  
Fax No. 554-5163  
TDD/TTY No. 544-5227

August 18, 2016

Stephen M. Williams  
1934 Divisadero Street  
San Francisco, CA 94115

**Subject: Appeal of Conditional Use Authorization - 2785 San Bruno Avenue**

Dear Mr. Williams:

The appeal filing period for the Conditional Use approval for the proposed project at 2785 San Bruno Avenue closed on August 15, 2016.

The City and County Surveyor has informed the Board of Supervisors in a letter received August 18, 2016, (copy attached), that the signatures represented with your appeal filing of August 15, 2016, have been checked pursuant to the Planning Code, and represent owners of more than 20% of the property involved and would be sufficient for an appeal.

Pursuant to Planning Code, Section 308.1, a hearing date has been scheduled for **September 20, 2016, at 3:00 p.m.**, at the Board of Supervisors meeting to be held in City Hall, 1 Dr. Carlton B. Goodlett Place, Legislative Chamber, Room 250, San Francisco, CA 94102.

Please provide to the Clerk's Office by noon:

- 20 days prior to the hearing:** names and addresses of interested parties to be notified of the hearing, in spreadsheet format; and
- 11 days prior to the hearing:** any documentation which you may want available to the Board members prior to the hearing.

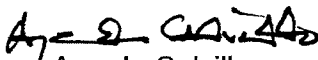
For the above, the Clerk's office requests one electronic file (sent to [bos.legislation@sfgov.org](mailto:bos.legislation@sfgov.org)) and two copies of the documentation for distribution.

Continues on next page

NOTE: If electronic versions of the documentation are not available, please submit 18 hard copies of the materials to the Clerk's Office for distribution. If you are unable to make the deadlines prescribed above, it is your responsibility to ensure that all parties receive copies of the materials.

If you have any questions, please feel free to contact Legislative Clerks, John Carroll at (415) 554-4445 or Brent Jalipa at (415) 554-7712.

Very truly yours,

  
Angela Calvillo  
Clerk of the Board

- c: Linda Huang, Project Sponsor
- Brian Kaufman, Brian Kaufman Design, Project Architect
- Jon Givner, Deputy City Attorney
- Kate Stacy, Deputy City Attorney
- Marlena Byrne, Deputy City Attorney
- John Rahaim, Planning Director
- Scott Sanchez, Zoning Administrator, Planning Department
- Lisa Gibson, Environmental Review Officer, Planning Department
- Aaron Starr, Manager of Legislative Affairs, Planning Department
- AnMarie Rodgers, Senior Policy Advisor, Planning Department
- Jeffrey Speirs, Staff Contact, Planning Department
- Jonas Ionin, Planning Commission Secretary



Edwin M. Lee  
Mayor

Mohammed Nuru  
Director

Fuad Sweiss  
Deputy Director and City Engineer

Jerry Sanguinetti  
Bureau of Street Use & Mapping  
Manager

**Bruce R. Storrs P.L.S.**  
City and County Surveyor

Bureau of Street Use & Mapping  
1155 Market St., 3<sup>rd</sup> floor  
San Francisco, CA 94103  
tel: (415) 554-5827  
subdivision.mapping@sfdpw.org

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August 18, 2016

Ms. Angela Calvillo  
Clerk of the Board  
1 Dr. Carlton B. Goodlet Place  
City Hall – Room 244  
San Francisco, CA 94102

RE: 2785 San Bruno Avenue  
Lot 018 of Assessor's Block 5450  
Appealing Planning Commissions Approval of  
Conditional Use Application No. 2014-003173CUA

Dear Ms. Calvillo:

This letter is in response to your August 15, 2016 request for our Department to check the sufficiency of the signatures with respect to the above-referenced appeal.

Please be advised that per our calculations the appellants' signatures represent 56.38% of the area within the 300 foot radius of the property of interest; which is more than the minimum required 20% of the area involved and is therefore sufficient for appeal.

If you have any questions concerning this matter, please contact Mr. Javier Rivera of my staff at 554-5864.

Sincerely,

Bruce R. Storrs  
City & County Surveyor



BOARD of SUPERVISORS



City Hall  
1 Dr. Carlton B. Goodlett Place, Room 244  
San Francisco 94102-4689  
Tel. No. 554-5184  
Fax No. 554-5163  
TDD/TTY No. 544-5227

August 15, 2016

Bruce R. Storrs  
City and County Surveyor, Public Works  
1155 Market Street, 3rd Floor  
San Francisco, CA 94103

**Planning Case No. 2014-003173CUA  
2785 San Bruno Avenue - Conditional Use Authorization Appeal**


Dear Mr. Storrs:

The Office of the Clerk of the Board is in receipt of an appeal filed by Stephen M. Williams of the decision of the Planning Commission by its Motion No. 19702 dated July 14, 2016, relating to the approval of a Conditional Use Authorization (Case No. 2014-003173CUA) pursuant to Planning Code, Sections 303 and 317, for a proposed project located at:

2785 San Bruno Avenue, Assessor's Block No. 5450, Lot No. 018

By copy of this letter, the City and County Surveyor is requested to determine the sufficiency of the signatures in regard to the percentage of the area represented by the appellant. Please submit a report not later than 5:00 p.m., on Friday, August 19, 2016, to give us time to prepare and mail out the hearing notices, as the Board of Supervisors has tentatively scheduled the appeal to be heard on September 20, 2016, at 3:00 p.m.

Sincerely,

  
Angela Calvillo  
Clerk of the Board

c:  
Jerry Sanguinetti, Public Works-Bureau of Street Use and Mapping  
Javier Rivera, Public Works  
Steve Bergin, Public Works  
Jon Givner, Deputy City Attorney  
Kate Stacy, Deputy City Attorney  
Marlena Byrne, Deputy City Attorney  
Lisa Gibson, Planning Department  
Scott Sanchez, Planning Department  
AnMarie Rodgers, Planning Department  
Aaron Starr, Planning Department  
Jeffrey Speirs, Planning Department



# Introduction Form

By a Member of the Board of Supervisors or the Mayor

Time stamp  
or meeting date

I hereby submit the following item for introduction (select only one):

- 1. For reference to Committee. (An Ordinance, Resolution, Motion, or Charter Amendment)
- 2. Request for next printed agenda Without Reference to Committee.
- 3. Request for hearing on a subject matter at Committee.
- 4. Request for letter beginning "Supervisor [ ] inquires"
- 5. City Attorney request.
- 6. Call File No. [ ] from Committee.
- 7. Budget Analyst request (attach written motion).
- 8. Substitute Legislation File No. [ ]
- 9. Reactivate File No. [ ]
- 10. Question(s) submitted for Mayoral Appearance before the BOS on [ ]

Please check the appropriate boxes. The proposed legislation should be forwarded to the following:

- Small Business Commission     Youth Commission     Ethics Commission
- Planning Commission     Building Inspection Commission

**Note: For the Imperative Agenda (a resolution not on the printed agenda), use a Imperative Form.**

**Sponsor(s):**

Clerk of the Board


**Subject:**

Hearing - Appeal of Conditional Use Authorization - 2785 San Bruno Avenue

**The text is listed below or attached:**

Hearing of persons interested in or objecting to the certification of a Conditional Use Authorization pursuant to Planning Code, Sections 303 and 317, for a proposed project at 2785 San Bruno Avenue, Assessor's Parcel Block No. 5450, Lot No. 018, identified in Planning Case No. 2014-003173CUA, issued by the Planning Commission by Motion No. 19702 dated July 14, 2016, 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. (District 9) (Appellant: Stephen M. Williams) (Filed August 15, 2016).

160918

Signature of Sponsoring Supervisor: 

For Clerk's Use Only: