File No. <u>161174</u>

Committee Item No. _ Board Item No. _27

COMMITTEE/BOARD OF SUPERVISORS

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Date: _ December 6, 2016

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Prepared by:	Brent Jalipa	Date:	_ <u>December 1, 2016</u>	
Prepared by:		Date:		

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

2016 OCT 28 AM 8: 15 BY_BJ

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

October 27, 2016

To the Clerk of the Board of Supervisors,

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

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

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

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

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

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

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

Respectfully,

John Barrett Tenant of 162 Alhambra Street

o lant

Kathleen Eckhart Tenant of 162 Alhambra Street

10/27/2016

Date

Date

10/27/2016 10/27/2016

Date

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

xhibit A



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



Date: October 18, 2016

THIS IS NOT A BILL

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

Address	Block	Lot
162 - 164 ALHAMBRA ST	0463A	013

This subdivision will result in:

3 Units New Construction

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

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

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

The Clerk of the Board is located at: City Hall of San Francisco

City Hall of San Francisco 1 Dr. Carlton B. Goodlett Place, Room 244 San Francisco, CA 94102 (415) 554-5184

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

Sincerely. James Ryan 2016.10.17 15:32:47 -08'00'

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



City and County of San Francisco San Francisco Public Works · Bureau of Street-Use and Mapping

1155 Market Street, 3rd Floor · San Francisco, CA 94103 sfpublicworks.org · tel 415-554-5810 · fax 415-554-6161



TENTATIVE MAP DECISION

Date: August 17, 2016

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

Project Typ	e:3 Residential Condo Project	minium Units I	New Construction
Address#	StreetName	Block	Lot
162 - 164	ALHAMBRA ST	0463A	013

Attention: Mr. Scott F. Sanchez

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

Sincerely, James Ryan 2016.08.17 12:48:01 -08'00'

for, Bruce R. Storrs, P.L.S. City and County Surveyor

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

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

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

PLANNING DEPARTMENT			
_{Signed} Wayne A. Farrens	Digitally signed by Wayne A. Fartons DN: doorg, doesigow, denekypänning, oueCityPlanning, oueCutront Planning, oneWayne A. Farrons, emails:Wayne.Farrens@signec.org Date: 2016.10.05 15/34/21-07/00	Date 10/5/16	-
Planner's Name Wayne Farrens		Minute schered Writers	
for, Scott F. Sanchez, Zoning A	Administrator		



Search Applications/Permits

Record 2016-010673CND: Condo-REF (CND) Record Status: Closed - Approved

Work Location 162 ALHAMBRA ST 94123

Record Details Project Description: 162 ALHAMBRA ST E-Condo: 3 Residential Condominium Units (NEW CONSTRUCTION)

More Details

B Related Contacts

□ Application Information GENERAL INFORMATION

City Agency:

Yes

Referral Type:

Condo

Site Slope:

No

Application Information Table
 CONDO INFORMATION

Condo Type:

Residential

Existing:

0

Proposed:

3

Net:

3

Parcel Information

Parcel Number: 0463A013

Lot: 013

Block:

0463A

Subdivision: 0463A

Tract: 126.01

Legal Description: 013

Parcel Area: 2866.3

				<u>ب</u>	
A	CALIFORN			· · · ·	EXHIBITIA
	ASSOCIATIO OF REALTOR	s [®] MONTH-TO	SIDENTIAL LEASE (-MONTH RENTAL A((C.A.R. Form LR, Revised 1/06)	GREEMENT	
•		,	U.A.R. FOITIER, REVISED 1706	Charles Cross	(1)
	MELANI	e McHUGH .	JEB BARRETT		"Landlord") and ("Tenani") agree as follows:
PROF	PERTY:				مر ب
e.	San Francisco	<u>ca</u> 94123	Nord, the real property and impro		hambra St. * 162. ("Premises").
B . T			dence by the following named pe	rson(s) only: MeLANIE	McHUGH,
c. T	JEB BOOR	roperty, maintained pursuan	t to paragraph 11, is included:		
TERM	A: The term begins on (c Month-to-Month: an prior to the intended	date) <u>MARCH 15</u> nd continues as a month-lo-	or 🗌 (i	"Commenc minate the tenancy by giving	
Пв	given on any date. Lease: and shall tern	ninale on (date)		· at	
	Tenant shall vacate writing or signed a ne Rent), in which case at a rate agreed to by	The Premises upon termina ew agreement; (ii) mandate a month-to-month tenancy s	ation of the Agreement, unless: ad by local rent control law; or (i shall be created which either part as allowed by law. All other term	(i) Landkord and Tenant hav iii) Landkord accepts Rent from ty may terminate as specified	e extended this agreement in n Tenant (other than past due n paragraph 2A. Rent shall be
			ant to Landlord under the lerms of		rity deposit.
	enant agrees to pay \$ 3		month for the term of the Agreem) day of each calendar mon		xi dav.
C. If	Commencement Date t dvance of Commencement	falls on any day other than ent Date, Rent for the secon	the day Rent is payable under p ad calendar month shall be prorat	paragraph 3B, and Tenant has ted based on a 30-day period.	
D. P.	AYMENT: Rent shall be	paid by personal check	k, 🕅 money order, 🗶 cashier's	check, or other	, lo 567-0281 al
(c	or at any other location s	subsequently specified by La	and Sr. #606, S-F., Cu andlord in writing to Tenant) betw	een like hours of	and <u>5pm</u>
01	n the following days \underline{N}	NONDAY - SATURI	Pay	If any payment is returned for	
		yment, then, after that: (i) La money order, or 🔀 cashier	andlord may, in writing, require T	enant to pay Rent in cash for	hree months and (ii) all future
	IRITY DEPOSIT:		. 60		
A. Te	enani agrees to pay	<u> </u>		urity deposit will be 🔀 transfer	red to and held by the Owner
		eld in Owner's Broker's trust			
La Te Si Se Te	ale Charges, NSF fees of enant; (iii) clean Premi ECURITY DEPOSIT SH ecurity deposit is used d enant. Within 21 days af	or other sums due); (ii) repa ises, if necessary, upon ter HALL NOT BE USED BY luring the tenancy, Tenant a filer Tenant vacates the Pres	d, as reasonably necessary, to: i air damage, excluding ordinary w rmination of the lenancy; and (TENANT IN LIEU OF PAYMEN grees to reinstate the total secur mises, Landlord shall: (1) furnish	ear and lear, caused by Tena iv) replace or relum persona IT OF LAST MONTH'S REN ily deposit within five days afte	nt or by a guest or licensee of I property or appurtenances. T. If all or any portion of the er written notice is delivered to
	turn any remaining porti		пол эло ѕооюнка оосопенка	on as required by California C	
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mbitc(2)

162 Alhambra St.

94123 Premises: San Francisco,

Date:

- 12. NEIGHBORHOOD CONDITIONS: Tenant is advised to satisfy him or herself as to neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, availability, adequacy and cost of any speed-wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Tenant.
- 13. PETS: Unless otherwise provided in California Civil Code § 54.2, no animal or pet shall be kept on or about the Premises without Landlord's prior written consent, except: _____N_A

14. RULES/REGULATIONS:

- A. Tenant agrees to comply with all Landlord rules and regulations that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant shall not, disturb, annoy, endanger or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises.
- (If applicable, check one) B.
 - 1. Landlord shall provide Tenant with a copy of the rules and regulations within _ _ days or
- OR 2. Tenant has been provided with, and acknowledges receipt of, a copy of the rules and regulations.

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

A. The Premises is a unit in a condominium, planned unit development, common interest subdivision or other development governed by a homeowners' association ("HOA"). The name of the HOA is

Tenant agrees to comply with all HOA covenants, conditions and restrictions, bylaws, rules and regulations and decisions. Landlord shall provide Tenant copies of rules and regulations, if any. Tenant shall reimburse Landlord for any fines or charges imposed by HOA or other authorities, due to any violation by Tenant, or the guests or licensees of Tenant.

B. (Check one)

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

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

17. KEYS; LOCKS:

Tenant acknowledges receipt of (or Tenant will receive D prior to the Commencement Date, or D . <u>b</u> 1 ____ remote control device(s) for garage door/gate opener(s).

J & KEYS TO STORAGE UNIT

- <u>a</u> key(s) to Premises,
- 2 key(s) to mailbox,
- key(s) to common area(s),
- J a Keys to GARAGE Β. Tenant acknowledges that locks to the Premises I have, X have not, been re-keyed.
- If Tenant re-keys existing locks or opening devices, Tenant shall immediately deliver copies of all keys to Landlord. Tenant shall C. pay all costs and charges related to loss of any keys or opening devices. Tenant may not remove locks, even if installed by Tenant.
- 18. ENTRY:
 - A. Tenant shall make Premises available to Landlord or Landlord's representative for the purpose of entering to make necessary or agreed repairs, decorations, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors.
 - B. Landlord and Tenant agree that 24-hour written notice shall be reasonable and sufficient notice, except as follows: 48-hour written notice is required to conduct an inspection of the Premises prior to the Tenant moving out, unless the Tenant waives the right to such notice. Notice may be given orally to show the Premises to actual or prospective purchasers provided Tenant has been notified in writing within 120 days preceding the oral notice that the Premises are for sale and that oral notice may be given to show the Premises. No notice is required; (i) to enter in case of an emergency; (ii) if the Tenant is present and consents at the time of entry or (iii) if the Tenant has abandoned or surrendered the Premises. No written notice is required if Landlord and Tenant orally agree to an entry for agreed services or repairs if the date and time of entry are within one week of the oral agreement.
 - [(If checked) Tenant authorizes the use of a keysafe/lockbox to allow entry into the Premises and agrees to sign a C. keysafe/lockbox addendum (C.A.R. Form KLA).
- 19. SIGNS: Tenant authorizes Landlord to place FOR SALE/LEASE signs on the Premises.
- 20. ASSIGNMENT; SUBLETTING: Tenant shall not sublet all or any part of Premises, or assign or transfer this Agreement or any interest in it, without Landlord's prior written consent. Unless such consent is obtained, any assignment, transfer or subletting of Premises or this Agreement or tenancy, by voluntary act of Tenant, operation of law or otherwise, shall, at the option of Landlord, terminate this Agreement. Any proposed assignee, transferee or sublessee shall submit to Landlord an application and credit information for Landlord's approval and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one assignment, transfer or sublease, shall not be construed as consent to any subsequent assignment, transfer or sublease and does not release Tenant of Tenant's obligations under this Agreement.
- 21. JOINT AND INDIVIDUAL OBLIGATIONS: If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this Agreement, jointly with every other Tenant, and individually whether or not in possession.

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Tenant's Initials (Landlord's Initials (<u>50 ;(MM)</u>	合
Reviewed by	Date	EDUAL HOUSDAG

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 3 OF 6)

162 Alhambra St. Premises: San Francisco, Ca. 94123	Date: 3/1/11
 FOREIGN LANGUAGE NEGOTIATION: If this Agreeme Chinese, Tagalog, Korean or Vietnamese. Pursuant to Agreement in the language used for the negotiation. 	ent has been negotiated by Landlord and Tenant primarily in Spanish, the California Civil Code Tenant shall be provided a translation of this on of this Agreement, Owner agrees to pay compensation to Broker as and Broker (C.A.R. Form LCA).
representations made by others; (c) cannot provide legal or the knowledge, education or experience required to obtain Landlord in this Agreement, Brokers: (e) do not decide what	a) do not guarantee the condition of the Premises; (b) cannot verify tax advice; (d) will not provide other advice or information that exceeds a real estate license. Furthermore, if Brokers are not also acting as I rental rate a Tenant should pay or Landlord should accept; and (f) do ord and Tenant agree that they will seek legal, tax, insurance and other
Address 162 ALHAMBRA ST. City Telephone 300 5 STCFax Tenant JEB BARREIT X 14	Conditions Conditions Dale 3/1/2011 San FRANCISCO E-mail Delaw Manuel San FRANCISCO E-mail Lebandorgmanteon Conditions Dale 3/1/2011 Dale 3/1/2011 Dale 3/1/2011 State CA. Zip 94123
GUARANTEE: In consideration of the execution of consideration, receipt of which is hereby acknow unconditionally to Landlord and Landlord's agents, s become due pursuant to this Agreement, including any	the Agreement by and between Landlord and Tenant and for valuable wledged, the undersigned ("Guarantor") does hereby: (i) guarantee uccessors and assigns, the prompt payment of Rent or other sums that and all court costs and attorney fees included in enforcing the Agreement; softeny term in this Agreement agreed to by Landlord and Tenant; and (iii) s agents to proceed against Tenant for any default occurring under this
Guarantor (Print Name) Guarantor Address Telephone Fax Landlord agrees to rent the preprises on the above terms ar	Date City
Address 1530 GOUGH ST. #606, S.F., Telephone (#15)567-0281 Fax(#15)567-0281	Landlord
 Tenant. B. Agency relationships are confirmed in paragraph 43. C. COOPERATING BROKER COMPENSATION: Listing Broker agrees to accept: (i) the amount specified in the M 	he Agreement are not parties to the Agreement between Landlord and oker agrees to pay Cooperating Broker (Leasing Firm) and Cooperating LS, provided Cooperating Broker is a Participant of the MLS in which the] (if checked) the amount specified in a separate written agreement
Real Estate Broker (Listing Firm)	DRE Lic. #
By (Agent)	DRE Lid # Date State Zip
Address City Ci	Elmail State Zip
Real Estate Broker (Leasing Firm)	DRE Lic. # DRE Lic. #
Address City	State Zip
ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION, A R TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPI This form is available for use by the entire real estate industry. It is not intended which may be used only by members of the NATIONAL ASSOCIATION OF REALT Published and Distibuted by: REAL ESTATE BUSINESS SERVICES, INC. a subsidiary of the California Association of REAL TORSO 525 South Virgil Avenue, Los Angeles, California 90020 LR REVISED 1/06 (PAGE 6 OF 5)	to identify the user as a REALTOR®, REALTOR® is a registered collective membership mark
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Have all of these actions taken place?



EXNIDIT D

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MACINNIS, DONNER & KOPLOWITZ

ATTORNEYS AT LAW

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

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

December 21, 2015

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

Re: PG&E Activities Along Alhambra Street

Dear Mr. Barrett and Ms. Echart:

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

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

You should feel free to consult with whatever experts you may deem appropriate, both environmental/scientific and legal. Landlord, the Property Manager, and our office are not equipped to express any opinion whatsoever on the material provided, the situation in general, any risks involved, potential health risks, or to make any suggestions to you. Mr. Cross, as Landlord, did feel that he wanted to make inquiry directly to PG&E so that he could forward to you all of the information that PG&E provided to him through our office pursuant to our requests. MacINNIS, DONNER & KOPLOWITZ December 21, 2015 Page 2

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

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

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

uly your CONRAD DONNER

CD:bb Enclosures cc: Charles Cross h:\bb\2015-December\Barrett-John.wpd

TO:	Charles Cross c/o Nell Braceros, W.J. Britton & Co.
FROM:	Tenants of 162 Alhambra Street
DATE:	October 25, 2015
RE:	Concern about construction of a new 1 bedroom, 1 bathroom unit on the Premises without proper notice to Tenants or Neighbors.
CC:	Neighbors of 162 Alhambra Street

Dear Ms. Braceros,

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

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

- 1. Construction of a new, potentially illegal, unit commenced on October 20, 2015, as documented in Exhibit A, without proper notice to Tenants.
 - a. Construction commenced without any notice to Tenants or neighbors. We found through the City Permit Tracking System that you have been issued a building permit for the construction of a 1 bedroom / 1 bath unit within the garage. This construction is a Capital Improvement ("Capital Improvement" is one that materially adds to the value of the property, appreciably prolongs its useful life, or adapts it to new uses, and which may be amortized over the useful life of the improvement of the building). We have not been notified or provided with an opportunity to raise our concerns or objections to the Capital Improvement plans including any loss of access to areas of the Premises that may be compromised during or after the construction period.
 - b. Construction also commenced without proper posting of building permits. No permits have been posted at the Premises.
 - c. Contractors were given access to the Premises, including a set of keys, without any notification to Tenants. We were told that the contractor "quit" and still holds a set of keys. This is a major security concern.

- d. Construction of new in-law units have not been approved by the Board of Supervisors for properties within District 2, where 162-164 Alhambra Street is located. Construction of new in-law units have only been approved as legal additions in San Francisco's District 3 and District 8, but not in District 2.
- 2. Common areas may be compromised during the construction period or in the future with a new unit on the Premises (including, but not limited to the backyard, downstairs bathroom, laundry facilities, storage in the garage, and hallway for trash receptacles).

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- a. Our main concern is the construction of a new unit will limit our access to the backyard during the construction time period and throughout our remaining time as Tenants. We utilize the backyard multiple times a week and collectively with our neighbors we have over \$5,000 of personal belongings in the backyard including a new Weber gas grill, Green Egg smoker, Italian lights, outdoor table and chairs with an umbrella as documented with photos in Exhibit B. We have also spent countless hours providing upkeep of the backyard including raking leaves, pulling weeds, and sweeping the patio.
- b. The washer and dryer were moved last week to the back hallway, which is outdoors, unprotected from rain drainage and there is no light outside.
- c. Cutting off access to any common areas, such as the backyard, with the construction of a new unit on the Premises would constitute as a Decrease in Housing Services to both tenancies, as defined by the San Francisco Rent Board.
- d. A new tenancy at the Premises would also increase the number of units by 50%, from 2 residential units to 3 residential units, which will increase foot traffic, usage of laundry facilities, trash, noise, etc.; therefore resulting in additional Decreases in Housing Services.
- 3. Parking spaces included in our leases may be compromised during construction or in the future with a new unit and new additional tenancy on the Premises.
 - a. One parking space on the right side of the garage is included in the lease of 162 Alhambra. Two tandem parking spaces inside the garage are included in the lease of 164 Alhambra. Taking away access to the parking spaces in the garage with the construction of a new unit on the Premises would constitute as a Decrease in Housing Services to both tenancies, as defined by the San Francisco Rent Board.

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

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

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

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

Signed,

Siecert

Jeb Barrett and Kassie Eckhart Tenants of 162 Alhambra Street

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



EXHIBIT A CONTINUED:



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



EXHIBIT B CONTINUED:







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





Date: October 18, 2016

THIS IS NOT A BILL

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

Address	Block	Lot
162 - 164 ALHAMBRA ST	0463A	013

This subdivision will result in:

3 Units New Construction

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

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

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

The Clerk of the Board is located at:

City Hall of San Francisco 1 Dr. Carlton B. Goodlett Place, Room 244 San Francisco, CA 94102 (415) 554-5184

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

Sincerely, James Ryan 2016.10.17 15:32:47 -/08'00' James & Kyle

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

Z016 OCT 28 AM 8: 15 BT **JOHN BARRETT** 162 ALHAMBRA ST SAN FRANCISCO, CA 94123-2004 134 11-35/1210 CA 151 Oct 27,2016 Date Pay to the Department of Public Works \$ 315 Three Hundred and Fifteen mes Dollars 🔘 Safe Deposit Bank of America 🦓 ACH R/T 121000358 For. MP

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Jalipa, Brent (BOS)

From:	BOS Legislation. (BOS)
Sent:	Monday, November 07, 2016 4:03 PM
То:	BOS Legislation, (BOS); Jeb Barrett; Kassie Eckhart; Franco Maurice;
	imarockstew@hotmail.com; charles@cross.bz; michelle@sflandsurveyor.com;
	rick@sflandsurveyor.com; cmacario@hbcondolaw.com; Michael Kelly
Cc:	BOS-Supervisors; BOS-Legislative Aides; Givner, Jon (CAT); Stacy, Kate (CAT); Byrne,
	Marlena (CAT); Malamut, John (CAT); Nuru, Mohammed (DPW); Storrs, Bruce (DPW); Ryan,
	James (DPW); Sanguinetti, Jerry (DPW); Mapping, Subdivision (DPW); Sanchez, Scott
	(CPC); Rodgers, AnMarie (CPC); Starr, Aaron (CPC); Calvillo, Angela (BOS); Somera, Alisa
	(BOS); Lew, Lisa (BOS)
Subject:	Appeal Response - Appeal of Tentative Map - 162-164 Alhambra Street - Appeal Hearing on
	November 15, 2016

Good afternoon,

Please find linked below an appeal response received by the Office of the Clerk of the Board from Barbara E. Herzig, representing the Project Sponsor, concerning the Tentative Map Appeal for the project at 162-164 Alhambra Street.

Project Sponsor Letter - November 7, 2016

The appeal hearing for this matter is scheduled for a 3:00 p.m. special order before the Board on November 15, 2016.

I invite you to review the entire matter on our Legislative Research Center by following the link below:

Board of Supervisors File No. 161174

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 | 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 of Supervisors' website or in other public documents that members of the public may inspect or copy.

HERZIG & BERLESE ATTORNEYS AT LAW IVY COURT, SUITE 5, 414 GOUGH STREET, SAN FRANCISCO, CA 94102 (415) 861-8800 FAX (415) 861-0259

BARBARA E. HERZIG MARGARET J. BERLESE (Of Counsel) CANDICE MACARIO (Of Counsel)

November 6, 2016

Board of Supervisors City and County of San Francisco 1 Dr. Carlton B. Goodlett Plaza, #244 San Francisco, CA, 94102

Re: Board of Supervisors File No. 161174 Tentative Map Approval Appeal - 162 -164 Alhambra Street

Dear Supervisors:

This letter is in response to the appeal of a tentative map approval filed by John (Jeb) Barrett and Kathleen Eckhart, who reside 162 Alhambra Street, and Mauricio Franco, a neighbor on Mallorca Way. Mr. Barrett has resided at 162 Alhambra Street since 2011. Ms. Eckhart moved in after Mr. Barrett signed his lease and has not been recognized as a tenant by the property owner. The appeal by Mr. Barrett is fundamentally a landlord-tenant matter that belongs at the San Francisco Rent Board, and not before the Board of Supervisors. The tentative map approval will in no way affect Mr. Barrett's tenancy. The appeal does not give any reasons why Mr. Franco is affected by the approval.

162 - 164 Alhambra Street is an existing two-unit condominium project. Last year Charles Cross, the owner of the property, applied for and obtained a building permit to construct a third unit at the property, then applied for and received tentative map approval to make this new unit into a condominium. The basis of Mr. Barrett's objection to the tentative map approval is that the property is being converted to condominiums in violation of the law and that he is entitled to the rights of a tenant in a property that is being converted to condominiums. Mr. Barrett's position, which is understandable given the complexity of the laws governing condominium conversion, is simply wrong. The property already is a condominium, so the application filed by Mr. Cross cannot be an application for a conversion.

The Bureau of Street Use and Mapping (BSM) of the Department of Public Works has two classifications of applications for condominiums – new construction and conversion. I have many years of experience working with BSM and my office has received several approval such as this one, allowing a new dwelling unit added to an existing condominium project to be a condominium. In those cases, we have submitted "new construction" applications, and the projects have routinely been approved. In keeping with this practice, Mr. Cross submitted a "new construction" application,

which was accepted by BSM. Further, the Planning Department, which reviews all subdivision applications, did not consider the application a "conversion" or it would have denied approval.

It is correct that under the new Accessory Dwelling Unit legislation that went into effect just last September an ADU cannot be made into a condominium. However, Mr. Cross's third unit is not an ADU. His permits issued in 2015 before the legislation was passed. Therefore the restriction on making an ADU into a condominium does not apply in this case.

Mr. Barrett's third ground for challenging the subdivision approval – that a public mailing was not done and that tenant rights were disregarded -- is also incorrect. A public mailing to all owners does not require notice to tenants, so Mr. Barrett would not have received a notice under that mailing. In any case, Mr. Barrett has notice of the application and has filed this appeal, so he has in fact received satisfactory notice. Mr. Barrett is also incorrect in saying that he was entitled to notification under Government Code Sections 66427.1 and 66451.3, that he was not offered a right of first refusal to purchase under San Francisco Subdivision Code Section 1387 and Government Code Sections 66427.1 and 66451.3 apply only to conversions of buildings with five or more units. San Francisco Subdivision Code Section 1387 in also inapplicable because it requires a landlord to give a right to purchase to a tenant is occupancy at the date of issuance of a final public report by the California Department of Real Estate, but public reports are not issued for two-unit projects. Since the application is not for a conversion and the building will not have five units, these code sections are not applicable. The requirement that 40% of tenants consent to an application applies to conversion application is not for a conversion and the building will not have five units, these code sections are not applicable. The requirement that 40% of tenants consent to an application applies to conversion application is not for a conversion and the building will not have five units, these code sections are not applicable.

Finally, I would like to address the issues raised by Mr. Barrett about PG&E and the letter from Conrad Donner to Mr. Barrett, a copy of which is attached to Mr. Barrett's appeal. The property is contaminated with toxic materials along with a number of other properties in the vicinity. PG&E dumped the waste and is now responsible for cleaning it up. Mr. Donner's letter was intended to give the tenants at the building notice of the condition of the property, and to advise them that they would not be held to their respective lease terms if they chose to move. The choice to stay or to move was entirely up the tenants. The tenants in Unit 164 chose to move. Mr. Barrett decided to stay. PG&E has approached Mr. Cross about buying 162-164 Alhambra Street in connection with the clean up of toxic waste, and Mr. Cross is considering a sale to PG&E. To the extent that remediation of toxic waste or other construction at the site affects Mr. Barrett's tenancy, the Rent Board can hear a petition for decrease in services. However, a sale of the building to PG&E, or any other party for that matter, is not a violation of Mr. Cross's rights as a tenant. Denial of Mr. Cross's application to treat a non-ADU new unit as a new condominium in an existing condominium project will do nothing to protect the tenancy. It will, however, discourage construction of one unit of the new housing San Francisco so desperately needs.

Truly yours, HERZIG & BERLESE Barbara E, Herzig

ce: C. Cross J. Barrett Mauricio Franco

Encl: Recorded subdivision map Approved Building Permit Application and Building Permit





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Application/Permit No: 201509177273 San Francisco, California 94103 (415)558-6088 PERMIT IS GRANTED TO THIS PERMIT IS GRANTED IN ACCORDANCE WITH ERECT X ALTER BUILDING ERECT SIGN DATE OF ISSUE 19-OCT-15 PROVISIONS OF THE CHARTER AND ORDINANCES OF THE CITY AND COUNTY OF SAN FRANCISCO AND/OR DEMOLISH BUILDING GRADE FILING FEE RECEIPT # THE CURRENT STANDARD SPECIFICATIONS OF THE LOWER CURB X OCCUPY STREET SPACE DEPARTMENT OF BUILDING INSPECTION EXCAVATE STREET OR SIDEWALK POST NOTICE HOUSE NUMBER CERTIFICATE REPAIR OR CONSTRUCT SIDEWALK ADDITIONAL INFORMATION REGARDING SPECIFIC PERMITS IS GIVEN ON THE BACK OF THIS FORM. SUPPLEMENTAL FEE PAID: FINAL PLAN CHECK EXPEDITER FEE PENALTY \$0.00 **DBI P/C PAID AT FILING** STRUCTURAL LTR X DCP FEE X FIRE AUDITED FOR REFUND FEE OWNER: CHARLES CROSS TRUST DCP PLAN CHECK 9,663.60 BUILDING 1,520.00 LOCATION OF JOB: HOUSE NUMBER: EXISTING ASSIGNED STREET ADDRESS 3,547.00 BLOCK/LOT PLAN REVIEW ALHAMBRA ST 162 0463A/013 ST. SPACE 768.00 164 ALHAMBRA ST 0463A/013 1,721.58 FIRE PLAN CHECK FEE PUC WW CAPACITY 2,171.00 PUC WATER CAP 638.00 RECORDS RETENTION 24.00 METES AND BOUNDS 13.00 BLDG STDS ADMIN FUND TECH SURCHARGE 344.88 3 5 R-2 FRONTAGEET # STORIES TYPE LEGAL OCCUPANCIES C. R. S. Martin BUILDING USE APARTMENTS ESTIMATED COST \$ 305,000.00 SIDEWALK SQ. FTGE ST, SPACE LINEAR FT. 20 9 FT. CURB SECT. TO BE LOWERED PARKING METER LINEAR FT. PARKING METER DAYS WORK MUST COMMENCE ON BUILDING WITHIN TIME PER CODE, UNLESS EXTENSION AUTHORIZED PRIOR TO EXPIRATION. IF UNDER ENFORCEMENT ORDERS, SPECIAL TIME PERIODS SPECIFIED IN NOTICE OF VIOLATION OR ABATEMENT ORDER WILL APPLY. TIME FOR COMPLETION OF WORK UNDER THIS BUILDING PERMIT EXPIRES 1080 Days AFTER DATE OF ISSUANCE. IF UNDER ENFORCEMENT ORDERS, SPECIAL TIME PERIODS WHERE SPECIFIED WILL APPLY. (NOTE: STREET SPACE PERMIT EXPIRES ON COMPLETION OF WORK OR WHEN REVOKED BY DIRECTOR OF PUBLIC WORKS, SEE BACK OF FORM FOR OTHER TIME LIMITS.) 0.00 SURCHARGE **BOA SURCHARGE** 56.00 SUBTOTAL OF FEES WITH APPLICABLE SURCHARGES \$20,467.06 DON CLEMONS 707321209395 PERMIT 1372765 STRONG MOTION 39.65 FEE PAYOR APPEAL 18766 JAMIE LEE LANE CENTRAL PERMIT BUREAU-D.B.I. CVICTORI ADDRESS 1 Street Street SUBTOTAL OTHER FEES 39.65 SONOMA CA 95476 TOTAL \$20,506.71 7 TTY

CITY AND COUNTY OF SAN FRANCISCO

DEPARTMENT OF BUILDING INSPECTION

Receipt No: 1372765

SEPARATE PERMITS MUST BE OBTAINED FOR ELECTRICAL, PLUMBING OR OTHER RELATED WORK 9003-18(Rev.10/95)

CENTRAL PERMIT BUREAU

1660 Mission Street

Jalipa, Brent (BOS)

From: Sent: To:	BOS Legislation, (BOS) Tuesday, November 08, 2016 3:49 PM Jeb Barrett; Kassie Eckhart; Franco Maurice; imarockstew@hotmail.com; charles@cross.bz; michelle@sflandsurveyor.com; rick@sflandsurveyor.com; cmacario@hbcondolaw.com; Michael Kelly
Cc:	BOS-Supervisors; BOS-Legislative Aides; Givner, Jon (CAT); Stacy, Kate (CAT); Byrne, Marlena (CAT); Malamut, John (CAT); Nuru, Mohammed (DPW); Storrs, Bruce (DPW); Ryan, James (DPW); Sanguinetti, Jerry (DPW); Mapping, Subdivision (DPW); Sanchez, Scott (CPC); Rodgers, AnMarie (CPC); Starr, Aaron (CPC); Calvillo, Angela (BOS); Somera, Alisa (BOS); Lew, Lisa (BOS); Chang, Tina (CPC); BOS Legislation, (BOS)
Subject:	Appeal Response - Appeal of Tentative Map - 162-164 Alhambra Street - Appeal Hearing on November 15, 2016
Categories:	161174

Good afternoon,

Please find linked below an appeal response received by the Office of the Clerk of the Board from Public Works, concerning the Tentative Map Appeal for the project at 162-164 Alhambra Street.

Public Works Letter - November 8, 2016

The appeal hearing for this matter is scheduled for a 3:00 p.m. special order before the Board on November 15, 2016.

I invite you to review the entire matter on our Legislative Research Center by following the link below:

Board of Supervisors File No. 161174

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 | 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 of Supervisors' website or in other public documents that members of the public may inspect or copy.



Edwin M. Lee Mayor

Mohammed Nuru Director

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., 3rd floor San Francisco, CA 94103 tel (415) 554-5827 Subdivision.Mapping@sfdpw.org

sfpublicworks.org facebook.com/sfpublicworks twitter.com/sfpublicworks Date: November 8, 2016

Attn: Clerk of the Board San Francisco Board of Supervisors San Francisco City Hall 1 Dr Carlton B Goodlett Pl #244 San Francisco, CA 94102

Re: Tentative Map # 9131 Approval Appeal at 162-164 Alhambra Street San Francisco, California

Subdivision Application Summary:

• August 5th, 2016 Public Works received Subdivision Tentative Map application for a Three Condominium Unit - New Construction Subdivision.

• August 17th Public Works Circulated to the Department of City Planning.

• October 5th Department of City Planning approved the application as consistent with the General Plan and CEQA.

• October 18th Public Works approved the Subdivision Tentative Map and sent out the notices.

Public Works approved Tentative Subdivision Map 9131, being a three unit new construction condominium project. This project qualified as new construction because the parcel consists of an existing two dwelling residential building (reference 3-R Report 20160729 issued July 29, 2016) and was previously mapped as a two unit condominium according to the Parcel Map recorded April 10, 1981 in Parcel Map Book 19 at Pages 98-99.

Appellants have raised two primary claims in their appeal: (1) the new dwelling unit in the building is an accessory dwelling unit and (2) the subdivision is a condominium conversion. We disagree with both these claims as set forth below.

1. The building does not contain an accessory dwelling unit.

The Planning Department, in a letter attached to this document, discusses why the added unit in this building is a new dwelling unit and not an accessory dwelling unit. Public Works incorporates the Planning Department letter herein by reference.

2. The subdivision is not a condominium conversion under the SF Subdivision Code.

Appellants claim that this application should in fact have been treated as a condominium conversion. The department disagrees with this contention for the following reason. Subdivision Code Sec. 1308(d) defines a conversion to condominium as, "a subdivision which changes the type of ownership of real property to that defined as a Condominium project...and in which two or more condominiums, ...are newly created wholly or in substantial part within an existing residential structure or structures, regardless of the present or prior use of such structures and of whether substantial improvements have been made to such structures. A conversion also shall include a subdivision that: (1) is created wholly or in substantial part within an existing residential structure or structures, regardless of the present or prior use of such structures and of whether substantial improvements have been made to such structures and of whether substantial improvements have been made to such structures and of whether substantial improvements have been made to such structures and of whether substantial improvements have been made to such structures and of whether substantial improvements have been made to such structures and of whether substantial improvements have been made to such structures and (2) divides one or more of the existing residential dwelling units into separate lots, parcels, or units."

Applying this definition to the facts, the department did not treat this application as a "conversion" for two reasons:

a) Public Works previously mapped and recorded the building as a 2-unit condominium subdivision in 1981. Consequently, the subdivision would not result in "two or more condominiums being *newly* created" in this building. In addition, it is immaterial how the SF Tax Assessor characterizes the property for tax purposes as the Assessor has no role in the regulatory process of approving condominium subdivision maps and the Assessor's lot designations may not always track approved subdivisions.

b) Under the second half of the definition of a "conversion", the project also fails to qualify as a conversion. In this two prong test, a project must both be "created wholly or in substantial part within an existing residential structure or structures", and "divide one or more of the existing residential dwelling units into separate lots, parcels, or units." In the present application, the applicants created a new ground floor unit wholly within the garage portion of an existing residential structure, but they did not divide one or more of the existing second floor units into separate units because the second floor units were previously divided in conformance with the Subdivision Code in 1981, as discussed above. Consequently, for both of these reasons, the department's position is that this subdivision is not a "conversion" and recommends that the Board of Supervisors uphold Public Works' decision.

The appellants also raised claims that the notice required under the Subdivision Code was not proper. All noticing requirements were satisfied and Public Works sent notices of its tentative subdivision map to the tenants currently residing in the building. Finally, while Public Works does take tenants' rights very seriously, under the circumstances of this particular tentative subdivision map approval, the Subdivision Code does not provide for any particular tenant occupancy rights, as this project is not a condominium conversion.

Sincerely,

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

James Ryan 2016.11.08 13:43: 20 -08'00'

By: James Ryan, Chief Surveyor

cc: John Malamut Tina Chang Charles Cross Jeb Barrett Kassie Eckhart Maurice Franco


SAN FRANCISCO LANNING DEPARTMENT

MEMO

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

Reception: 415.558.6378

415.558.6409

Planning Information: 415.558.6377

APPEAL OF TENTATIVE MAP

162-164 Alhambra Street

DATE: November 4, 2016 Fax: TO: Bruce Storrs, Department of Public Works FROM: Tina Chang, Subdivision Coordinator for the Planning Department Wayne Farrens, Case Planner – Planning Department (415) 575-9172 RE: Board of Supervisors File No. 161174 - Appeal of the approval of Tentative Map for 162-164 Alhambra Street. **HEARING DATE:** November 15, 2016 ATTACHMENTS: None

PROJECT SPONSOR: Michelle Petty, Frederick T. Seher & Associates, Inc.

John Barrett, tenant of 162 Alhambra Street

Kathleen Eckhart, tenant of 162 Alhambra Street

Mauricio Franco, owner of 219-221 Mallorca Way

INTRODUCTION:

APPELLANT:

On October 27, 2016, an appeal of the Tentative Approval of the 3 unit New Construction Condominium Subdivision Application at 162-164 Alhambra Street was filed. In reviewing the appeal, the Planning Department has found that the majority of issues raised by the appellants are not issues related to the Planning Code or General Plan. Below, we have addressed the appellant issues found to fall under the purview of the Planning Department.

PROJECT DESCRIPTION:

The proposal is a request for a 3-unit subdivision, pursuant to the California Subdivision Map Act and the San Francisco Subdivision Code, of a new dwelling unit within an existing two-unit residential condominium building at 162-164 Alhambra Street. Requests for divisions of land are under the jurisdiction of the Department of Public Works but are referred to the Planning Department to ensure that the request complies with all applicable requirements of the Planning Code and the goals and objectives of the General Plan.

Memo

Appeal of Tenative Map Hearing Date: 11.15.16

2

APPELLANT ISSUES AND PLANNING DEPARTMENT CLARIFICATIONS:

The Appeal centers on concerns relating to Subdivision Code 1396.5, 1386, 1387 and CA Government Code 66427.1, 66451.3, and 66427.1. That said, the Department would like to clarify a couple of points raised in the Appeal Letter.

<u>ISSUE #1:</u> The appellant challenges the qualification of the third unit as a condominium.

RESPONSE #1: While this is a matter under the jurisdiction of the Department of Public Works, the Planning Department would like to clarify that the third unit is not an Accessory Dwelling Unit as defined by the Planning Code. The Citywide Accessory Dwelling Units legislation (Board File 160657), which took effect on September 3, 2016, is intended to allow for additional dwelling units in cases where a property is already reaching or exceeding density limits for its respective zoning district and/or unable to meet certain development standards for the new unit, such as exposure or usable open space requirements. The subject property, however, is located within the RH-3 (Residential, House, Three-Family) Zoning District which allows up to three dwelling units per lot and the project meets all applicable development standards for new units pursuant to Planning Code Section 209.1. Therefore, although the project resembles those often seen under the Citywide Accessory Dwelling Units program, it does not require any special exemptions or waivers and should therefore be viewed as a Planning Code-compliant dwelling unit, not an Accessory Dwelling Unit.

The Project Sponsor filed Building Permit Application No. 201509177273 with the Department of Building Inspection on September 17, 2015 for the purpose of adding a third dwelling unit on the ground floor of the existing two-unit residential building. The proposal was reviewed over-the-counter at the Planning Information Center and was approved as a Planning Code compliant Dwelling Unit by Planning Department staff on September 17, 2015.

<u>ISSUE #2:</u> The appellant challenges the tentative map approval on the basis that Building Permit #201509177273 was violated when construction commenced without any notification to tenants or neighbors – and without proper posting of building permits.

RESPONSE #2: Again, here the appellant may be concerned about notification related to either the Building Code or the Subdivision Code, both of which are under the jurisdiction of other city departments, the Planning Department can clarify that no notice was needed under the Planning Code. Planning Code Section 311 governs residential permit review procedures for projects in residential districts, within which this project falls. Notification pursuant to Section 311 is required when the project results in an increase to exterior dimensions, except for those permitted per Section 136, the removal of more than 75 percent of a residential building's existing interior wall framing, and/or the removal of more than 75 percent of the area of the existing framing. Since none of these criteria were met, the Planning Department did not require notification and approved the permit over-the-counter. The Planning Department cannot speak to compliance of notification procedures pursuant to either the Building Code or the Subdivision Code.

SAN FRANCISCO PLANNING DEPARTMENT



Frederick T. Seher & Associates, Inc.

PROFESSIONAL LAND SURVEYORS

STATE LICENSE # 6216

LETTER OF TRANSMITTAL

DATE: November 4, 2016

JOB NUMBER: 1983-16

TO: Bureau of Street-Use & Mapping 1155 Market Street, 3rd Floor San Francisco, CA 94103

ATTENTION: Bruce Storrs

SUBJECT: New Construction Condominium – 162-164 Alhambra Street, San Francisco, CA 94123 Block 0463A Lot 013

TRANSMITTING THE FOLLOWING: -Attached

- \Rightarrow Cover Letter
- \Rightarrow Signed Application
- \Rightarrow Checklist
- \Rightarrow Two fee checks (\$9,475.00 and \$250.00) attached to one application
- \Rightarrow Tentative Parcel Map, five (5) sets
- \Rightarrow Preliminary Title Report
- \Rightarrow Grant Deeds
- \Rightarrow Previous Land Use
- \Rightarrow Permit numbers for any approved building permits
- \Rightarrow Owner's Release of interest in Common Areas
- ⇒ Neighborhood Notification Package
 - \Rightarrow 300' Radius Map, one (1) set
 - \Rightarrow Address List, one (1) set
 - \Rightarrow Stamped and addressed envelopes, one (1) set
- \Rightarrow Photographs of subject property two (2) Sets
- \Rightarrow Draft Proposition "M" findings one (1) Set
- \Rightarrow Provide proposed sale price for Below Market Rate N/A
- ⇒ Copy of the Signed Planning Department or Planning Commission motion approving the project
- ⇒ Copies of Notices of Special Restrictions
- \Rightarrow Copy of Building Permit one

REMARKS:

Bruce:

If you have any questions or need additional information, please do not hesitate to call (415) 921-7690.

Regards,

Michelle Petty

841 LOMBARD STREET, SAN FRANCISCO, CALIFORNIA 94133 - PHONE (415) 921-7690 - FAX (415) 921-7655 - EMAIL rick@sflandsurveyor.com

V:Appeals/Appeals 2016/161174 - TEN MAP - 162-164 Alhambra Street/PW Files/00000_Trans-City New Construction Condominium_DPW_1983-16.doc

Last printed 11/4/2016 9 33 00 AM



Frederick T. Seher & Associates, Inc.

ND SURVEYORS

State License # 6216

July 28, 2016

Application for New Construction

City and County Surveyor Department of Public Works Bureau of Street-Use and Mapping 1155 Market Street, 3rd Floor San Francisco, CA 94103

Dear Bruce:

In compliance with the California Subdivision Map Act, the San Francisco Subdivision Code, the San Francisco Subdivision Regulations, and all amendments thereto, I/we, the undersigned subdivide, or agent, hereby submit to you for your review and processing a proposed condominium subdivision, together with the New Construction Condominium Application and Checklist and all applicable items, fees, documents and data checked thereon for APN: 0463A-013 at 162-164 Alhambra Street.

Respectfully,

Michelle Petty Office Manger

Attachment: Application Packet

841 LOMBARD STREET, SAN FRANCISCO, CA 94133 · PHONE (415) 921-7690 · FAX (415) 921-7655 · E-MAIL: rick@sflandsurveyor.com

City and County of San Francisco

Department of Public Works

For DPW-BSM use only

ID No .:

(Required for all New Construction Condominium Applications)

D. APPLICATION

Property Address: 162-164 Alhambra Street

Assessor's Block: 0463A Lot Number(s): 013

Owner:						
Name:	Charles Cross of Charles Cross Trust					
Address:	3560 Jackson Street, San Francisco, CA 94118					
Phone:	415.567.4141	E-mail:	charles@cross.bz			
Person to b	e contacted concerning this project	ct (If differen	t from owner)			
Name:	Michelle Petty					
Address:	841 Lombard Street, San Francisco, CA 94133					
Phone:	415.921.7690	E-mail:	michelle@sflandsurveyor.com			
Firm or age	ent preparing the subdivision map:					
Name:	Frederick T, Seher and Assoc	iates. Inc.				
Address:	841 Lombard Street, San Fra	a sea de a se	na an ann an an an ann an ann an ann an			
Phone:	415.921.7690	E-mail:	rick@sflandsurveyor.com			
Subdivider	(If different from owner)					
Name:						
Address:						

Number of Units in Project: _3___

This subdivision creates an airspace: 🛛 No 🗋 Yes (shown on Tentative Map) This subdivision creates an addition to an existing building 🗌 No 🖾 Yes (shown on Tentative Map)

Check only one of	of the following options:
:	Indicate project type
Residential Only	
Mixed-Use	If checked, Number of residential unit(s): Number of commercial unit(s):

STATE OF CALIFORNIA CITY AND COUNTY OF SAN FRANCISCO

I (We) Charles Cross, Charles Cross Trust (Print Subdivider's Name in full)

declare, under penalty of perjury, that I am (we are) the owner(s) [authorized agent of the owner(s)] of the property that is the subject of this application, that the statements herein and in the attached exhibits present the information required for this application, and the information presented is true and correct to the best of my (our) knowledge and belief.

Date: August 2, 2016	Signed: Charles Cross	
Date:	Signed:	
New Construction Condominium Application	(March 31, 2010)	Page 13 of 25

E. NEW CONSTRUCTION CONDOMINIUM APPLICATION CHECKLIST

Check the following items enclosed where applicable:

p guide and i	nitted er elines n this ler?	District of District of District of	No.	Items enclosed where applicable:		Item Description and Order		Total of copies	mar requir need	h and h ny of to ed item ed for e gency?	tal s are ach	Form No. (where applicable)
Yes	No	1981					DPW	DCP	DBI			
Ø			1.	Four (4) copies of Tentative Parcel Map [DPW copies: 3-BSM Mapping Section; 1-City Planning One additional copy will be required if project falls within the jurisdiction of SFRA (See Page 7).		4	3	1	1+			
			2.	Six (6) copies of Tentative Fi [DPW copies: 5-BSM Mapping Sect One additional copy will be required jurisdiction of SFRA (See Page 7).	ion; 1-City Planning if project falls within the N/A	6	5	1	1*			
			3.	Subdivision Fee (\$ <u>9,725.00</u>		1						
			4.	Preliminary Title Report (date		2	1	1				
Ø			5.	Grant Deeds and any other r for: 🗹 Subject Site and 🖵 Adjo		1	1					
\square			6.	Previous Land Use,		2	1	1		Form No. 1		
\square			6a.	Permit numbers for any appr		2	1	1		Form No. 1		
Ø			7.	Owner's Release of Interest [Sec. 1323 (6)]	in Common Areas	2	1	1		Form No. 2		
			8.	Neighborhood notification	Neighborhood notification 300-Foot Radius Map							
Ø				packet for Tentative Map			1					
			9.	Photographs of subject property, as follows: [Public Works Code Sec. 723.2 & Planning Code] Front photo from the street looking at the property, including sidewalk without obstructions Photo from left side showing property line and sidewalk fronting subject site Photo from right side showing property line and sidewalk fronting subject site Photo of rear of property		3	2	1				
Ø			10.		Proposition "M" Findings demonstrating consistency with Eight Priority General Plan Policies [Planning Code Sec. 101 1(6)]		1	1		Form No. 3		
			11,	Review by Department of Building Inspection, if required, See Page 8. N/A		1			1	Form No. 4		
	Ø		12.	Provide proposed sales prices for Below Market Rate (BMR) units (Form No. 1) N/A		1	1			Form No. 1		
			13.	A copy of the signed Planning Dept. or Planning Commission motion approving the project		1	1					
Ø			14.	Provide copies of any Notices of Special Restrictions associated with this site.		1	1					
			15.	3R report <u>required</u> for existin Page 8 for details. N/A per Br	1	1						
Ø			16.	Copy of Building Permits-See	1	1		11 25 Persona				

* Additional Copy To DBI – SEE REQUIREMENTS PAGE 8, ITEM 11

New Construction Condominium Application (March 31, 2010)

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CLTA Preliminary Report Form

(Rev. 11/06)

Order Number: 3811-5152501 Page Number: 1

Updated



First American Title

First American Title Company

One Embarcadero Center, Suite 250 San Francisco, CA 94111-3632 California Department of Insurance License No. 151

Charles John Cross c/o John Britton, W. J. Britton & Co. , 1345 Mission Street San Francisco, CA 94103 Phone: (415)934-1151

Customer Reference: Order Number:

Title Officer: Phone: Fax No.: E-Mail: Buyer: Owner:

Property:

3811-5152501 (DL)

Douglas Lagomarsino (415)796-6122 (866)420-3241 dlagomarsino@firstam.com

CROSS

162-164 Alhambra Street San Francisco, CA 94123

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

First American Title Page 1 of 13

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

First American Title Page 2 of 13

Dated as of July 13, 2016 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

To Be Determined

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

CHARLES CROSS, TRUSTEE OF THE CHARLES CROSS TRUST DATED MAY 1, 2012

The estate or interest in the land hereinafter described or referred to covered by this Report is:

FEE

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2016-2017, a lien not yet due or payable.

- 2. All taxes secured, supplemental, defaulted, escaped and including bonds and assessments are not available at this time. Please verify any/all tax amounts and assessment information with the County Tax Collector prior to the close of the contemplated transaction.
- 3. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
- 4. Covenants, conditions, restrictions and easements in the document recorded September 29, 1924 as BOOK/REEL 942, PAGE/IMAGE 297 of Official Records, but deleting any covenant, condition, or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, sexual orientation, familial status, disability, handicap, national origin, genetic information, gender, gender identity, gender expression, source of income (as defined in California Government Code § 12955(p)) or ancestry, to the extent such covenants, conditions or restrictions violation 42 U.S.C. § 3604(c) or California Government Code § 12955. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.
- 5. An easement for public utilities and incidental purposes in the document recorded January 23, 1925 as BOOK/REEL 992, PAGE/IMAGE 337 of Official Records.

First American Title Page 3 of 13 THE EFFECT OF PARCEL MAP OF 162-164 ALHAMBRA STREET, A CONDOMINIUM, FILED ON APRIL 10, 1981 IN BOOK 19 OF PARCEL MAPS, AT PAGES 92 TO 94, CITY AND COUNTY OF SAN FRANCISCO RECORDS.

Prior to the issuance of any policy of title insurance, the Company will require:

With respect to the trust referred to in the vesting:

a. A certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company.

b. Copies of those excerpts from the original trust documents and amendments thereto which designate the trustee and confer upon the trustee the power to act in the pending transaction.c. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.

6.

7.

INFORMATIONAL NOTES

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

1. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None

2. We find no open deeds of trust. Escrow please confirm before closing.

NOTE to proposed insured lender only: No Private transfer fee covenant, as defined in Federal Housing Finance Agency Final Rule 12 CFR Part 1228, that was created and first appears in the Public Records on or after February 8, 2011, encumbers the Title except as follows: None

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

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LEGAL DESCRIPTION

Real property in the City of San Francisco, County of San Francisco, State of California, described as follows:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF ALHAMBRA STREET, DISTANT THEREON 179.271 FEET NORTHEASTERLY FROM THE EASTERLY LINE OF PIERCE STREET; RUNNING THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF ALHAMBRA STREET 25.036 FEET; THENCE NORTH 34 DEGREES 54' 10" WEST 147.889 FEET; THENCE SOUTH 9 DEGREES 6' EAST 52.686 FEET; THENCE SOUTH 33 DEGREES 42' 20" EAST 100.141 FEET TO THE POINT OF BEGINNING

BEING A PORTION OF MARINA GARDENS.

APN: LOT 013 AND BLOCK 0463A

First American Title Page 6 of 13



20)



First American Title Page 7 of 13

NOTICE

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

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EXHIBIT A

LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10) EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from: 1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:

(a) building;
(b) zoning;
(c) land use;
(d) improvements on the Land;
(e) land division; and
(f) environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.

3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.

4. Risks:

(a) that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;

(b) that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date; (c) that result in no loss to You; or

(d) that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.

5. Failure to pay value for Your Title.

6. Lack of a right:

(a) to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and (b) in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows: For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

Your Deductible Amount	<u>Our Maximum Dollar</u> Limit of Liability
Covered Risk 16: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

ALTA RESIDENTIAL TITLE INSURANCE POLICY (6-1-87) EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:

(a) and use

(b) improvements on the land

(c) and division

(d) environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date. This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:

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(a) a notice of exercising the right appears in the public records on the Policy Date

(b) the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking

Title Risks:

(a) that are created, allowed, or agreed to by you

(b) that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records

(c) that result in no loss to you

(d) that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks

- Failure to pay value for your title.
- 5. Lack of a right:

(a) to any land outside the area specifically described and referred to in Item 3 of Schedule A OR

(b) in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

2006 ALTA LOAN POLICY (06-17-06) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

- 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;

 (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 (c) resulting in no loss or damage to the Insured Claimant;

- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- I. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doingbusiness laws of the state where the Land is situated.
- 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
- 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
- Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

- (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real
 property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such
 proceedings, whether or not shown by the records of such agency or by the Public Records.
- Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

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- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
- 6. Any lien or right to a lien for services, labor or material not shown by the public records.

2006 ALTA OWNER'S POLICY (06-17-06) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- 1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters

(a) created, suffered, assumed, or agreed to by the Insured Claimant;

(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

(c) resulting in no loss or damage to the Insured Claimant;

(d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 or 10); or

- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- . Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
- 5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

- 1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- 2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
- 6. Any lien or right to a lien for services, labor or material not shown by the public records.

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

First American Title Page 11 of 13

- 1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.

- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
- (a) created, suffered, assumed, or agreed to by the Insured Claimant;

(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy; (c) resulting in no loss or damage to the Insured Claimant;

(d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or

(e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.

- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doingbusiness laws of the state where the Land is situated.
- Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
- 6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
- Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
- 8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
- 9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or

(b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.

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First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

- Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include: Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
 - Information about your transactions with us, our affiliated companies, or others; and Information we receive from a consumer reporting agency.
- Use of Information

Use of Information We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

Information Obtained Through Our Web Site First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site. There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive. <u>FirstAm.com</u> uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record

and emphasize its importance and contribution to our economy. Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data. Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information, we will take all reasonable steps to obey the arroneous data so that the consumer When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner. Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

Form 50-PRIVACY (9/1/10)

Page 1 of 1

Privacy Information (2001-2010 First American Financial Corporation)

First American Title Page 13 of 13

RECORDING REQUESTED BY: Fidelity National Title Company Escrow No.: 12-262472-JA Locate No.: CAFNT0938-0907-0001-0000464341 Title No.: 12-464341-KD

1

When Recorded Mail Document and Tax Statement To: Dana P. Ellsworth 158 Alhambra Street San Francisco, CA 94123

APN: Lot 012A, Block 0463A 158 Alhambra St.

San Francisco Assessor-Recorder Carmen Chu. Assessor-Recorder DOC- 2013-J774071-00 Acct 11-FIDELITY NATIONAL Title Company Tuesday, OCT 22, 2013 08:00:00 Ttl Pd \$21.00 Rcpt # 0004815112 REEL .008 IMAGE 0048 ofa/FT/1-2

Dana Elisworth

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

The undersigned grantor(s) declare(s) Documentary transfer tax is \$ 0.00

City Transfer Tax is \$ 0.00

х] computed on full value of property conveyed, or

computed on full value less value of liens or encumbrances remaining at time of sale,

Unincorporated Area City of San Francisco.

"This conveyance transfers the grantor's interest into or out of his or her revocable living trust, R & T 11930."

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Dana Elisworth, a married woman as her sole and separate property

hereby GRANT(S) to Dana P. Ellsworth, trustee of the Dana P. Ellsworth Revocable Trust UDT dated July 23, 2004 and successor trustees thereunder

the following described real property in the City of San Francisco, County of San Francisco, State of California: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

DATED: October 10, 2013

On

State of California AMEDA County of

CCTOBER 11. 2013 before me, KAYG024 TESSE E. Notary Public (here insert name and title of the officer), personally appeared

DANA ELLSWORTH

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that be/she/they executed the same in his/her/their authorized capacity(ies), and that by bis/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal:

Signature (Seal)



MAIL TAX STATEMENTS AS DIRECTED ABOVE GRANT DEED

FD-213 (Rev 12/07) (grantfil) (10-03) (Rev. 07-11)

Escrow No.: 12-262472-JA Locate No.: CAFNT0938-0907-0001-0000464341 Title No.: 12-464341-KD

ş

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN FRANCISCO, COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTHWESTERLY LINE OF ALHAMBRA STREET, DISTANT THEREON 315.360 FEET SOUTHWESTERLY FROM THE SOUTHWESTERLY LINE OF MALLORCA WAY AND RUNNING THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY LINE OF ALHAMBRA STREET 25.063 FEET; THENCE NORTH 34 DEGREE 54' 10" WEST 147.889 FEET; THENCE NORTH 9 DEGREE 06' WEST 6.677 FEET; THENCE NORTH 66 DEGREE 45' 12" EAST 19.408 FEET; THENCE SOUTH 36 DEGREE 05' 44" EAST 149.969 FEET TO THE NORTHWESTERLY LINE OF ALHAMBRA STREET AND THE POINT OF COMMENCEMENT.

BEING PART OF MARINA GARDEN.

APN: Lot 012A, Block 0463A

Brown No. PH305071 Escrow No. Title Loan No...

WHEN RECORDED MAIL TO:

Daniel Solomon & Shirley Sun 178 Albambra Street San Francisco, CA 84123

DOCUMENTARY TRANSFER TAX Snone

encumbrances remaining at time of sale.

SPACE ABOVE THIS LINE FOR HECORDER'S USC

Nbr-8001501812

oar/88/1-2

IMAGE 0167

As declared by the undersigned Grantor Signature of Declarant or Agent determining tax - Firm Name

Lot 014, Block 0463A

GRANT DEED

TEL PA

San Francisco Assessor-Recorder

\$12.88

REEL H754

Deris M. Hard, Assessor-Recorder DOC- 2000-G857041-00

Aust 2-FIRST SPERICAN Title Company Tuesday, OCT 31, 2030 68:00:00

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Daniel Solamon and Shirlay Sun, hunband and wife who ocquired title as Daniel Solomon, a slagle man and Shirley Sun, a single women

hereby GRANT(S) to

Daniel Solomon and Shirely Sun, husband and wife, as community property

the real property in the City of County of San Francisco -San Francisco -

, State of California, described as

63.54 M

v

< A/

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

114114	UCIODON 24, 2000	
		}
STATE O	FCALIFORNIA	}##.
COUNTY	OF SAN FRANCISCO	}

じこす#8ビル On 2800 before me. トレロイク MARCUS AN/OL SOLAMAN AND Dersonally appeared SHIRLEY SUN

personally known to me (or proved to me on the basis of satisfactory cyidence) to be the person(s) whose name(a) is/are subscribed to the within instrument and acknowledged to me that he/she/they oxecuted the same in his/her/their subprized capacity(iss), and that by his/her/their signature(s) on the instrument the person(s) or the antity upon behalf of which the person(s) acted, associated the instrument. WITNESS my hand and official seal.

-

Signature

MAIL TAX STATEMENTS TO:

SAME AS ABOVE

Deniel Soloman

LOYD K. MARC OTARY PURCH h & C MM. EXP. JUNE 13, 2002

"This was for off that wound you.



First American Title Insurance Company

A subsidiary of The First American Financial Corporation

Order No. PH-308071-AK

G857041

The property in the City and County of San Francisco, State of California, described as follows:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF ALHAMBRA STREET DISTANT THEREON 152.113 FEET NORTHEASTERLY FROM THE INTERSECTION OF SAID LINE OF ALHAMBRA STREET AND THE EASTERLY LINE OF PIERCE STREET, AS WIDENED; RUNNING THENCE NORTHEASTERLY ALONG SAID LINE OF ALHAMBRA STREET 27.158 FEET; THENCE NORTHEASTERLY ALONG SAID LINE OF ALHAMBRA STREET 27.158 FEET; THENCE NORTH 33 DEGREES 42' 20" WEST 100.141 FEET TO A POINT WHICH IS PERPENDICULARLY DISTANT SOUTHERLY 214.363 FEET FROM THE SOUTHERLY LINE OF CAPRA WAY AND ALSO PERPENDICULARLY DISTANT EASTERLY 125 FEET FROM THE SAID LINE OF PIERCE STREET; THENCE SOUTH 57 DEGREES 51' WEST 27.168 FEET TO A POINT WHICH IS PERPENDICULARLY DISTANT SOUTHERLY 225 FEET FROM THE SOUTHERLY LINE OF CAPRA WAY AND ALSO PERPENDICULARLY DISTANT HASTERLY 100 FEET FROM SAID HASTERLY LINE OF PIERCE STREET; THENCE SOUTH 33 DEGREES 42' 20" EAST 100.656 FEET TO THE FOINT OF BEGINNING.

BEING A PORTION OF MARINA GARDENS.

EXHIBIT "A"



RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO: Nina Delmon

c/o Tour-Sarkissian Law Offices 211 Gough Street, Third Floor San Francisco, CA 94102



San Francisco Assessor-Recorder D. Hoa Nguyen, Acting Assessor-Recorder DOC- 2013-J576589-00 Thursday, JAN 03, 2013 13:39:06 Ttl Pd szo do Rcpt # 0004589603 REEL K805 IMAGE

Space above line for recorder a con

3440 Pierce St., San Francisco, CA 94123 APN: Lot 020; Block 463A

NO TAX DUE.

GRANT DEED

Documentary transfer tax is NONE. Not pursuant to a sale. No consideration. Interspousal transfer. Rev. & Tax Code §§ 11930, 60, 61(h), and 63. Unincorporated area X City of San Francisco

Mail tax statements to: 163 Avila Street, San Francisco, CA 94123

FOR NO CONSIDERATION. GRANTOR Nina P. Delmon, as trustee of the 2003 Delmon Family Trust, under Declaration of Trust dated September 5, 2003 and as amended and ratified on November 12, 2003 and on December 17, 2004, hereby GRANTS TO Nina P. Delmon, trustee of the Bypass Trust created under Article V of the 2003 Delmon Family Trust, that certain real property in the City of San Francisco, County of San Francisco, State of California, described in Exhibit "A" attached hereto and incorporated herein.

Dated: November 20, 2012

Nina P. Delmon Nina P. Delmon, Trustee

State of California

County of San Francisco

On November 20, 2012 before mc, B. Warden Lawlor, a notary public, personally appeared Nina P. Delmon, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

) ss

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature h. W.M. Julm (SEAL)



EXHIBIT "A

Commencing at a point on the easterly line of Pierce Street (as widened) distant thereon 200 feet southerly from the southerly line of Capra Way; running thence southerly along said line of Pierce Street 25 feet; thence at a right angle easterly 100 feet; thence northeasterly 27.168 feet to a point distant southerly 214.363 feet from the southerly line of Capra Way measured at right angles thereto and distant easterly 125 feet from the easterly line of Pierce Street measured at right angles thereto; thence in ortherly parallel with the easterly line of Pierce Street 14.363 feet; thence at a right angle westerly 125 feet to the point of commencement.

Being a portion of Marina Gardens.

Commonly known as: 3440 Pierce Street Sari Francisco, CA RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO Myron S. Greenberg, Esq.
700 Larkspur Landing Circle Suite 205 Larkspur, CA 94939

MAIL TAX STATEMENTS TO: Joanne Mary Gomez, co-Trustee Yvonne Marie Gomez, co-Trustee 127 - 15th Avenue San Francisco, CA 94118

Reference.

3450 Pierce Street San Francisco, CA 94123 APN: Lot 22, Block 436A San Francisco Assessor-Recorder Carmen Chu, Assessor-Recorder DOC- 2016-K243661-00 Check Number 0623 Thursday, MAY 12, 2016 13:32:25 Itl Pd \$27.00 Rcpt # 0005362719 dm2/DM/1-5

AFFIDAVIT - DEATH OF TRUSTEES

)) ss

STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO)

Joanne Mary Gomez and Yvonne Marie Gomez, the undersigned, being of legal age, being first duly sworn, depose and say under penalty of perjury under the laws of the State of California that the following is true and correct

1 That Daniel Gomez Urionaguena, the decedent referred to in the attached certified copy of Certificate of Death, is the same person as Daniel Gomez Urionaguena, who is named as a Trustee of The Daniel Gomez Urionaguena and Manuela Munoz De Gomez Revocable Living Trust (the "Trust"), a trust created under an agreement dated June 29, 1994 (the "Trust Agreement")

2. The Trust Agreement appoints Joanne Mary Gomez and Yvonne Marie Gomez to serve as successor co-Trustees of the Trust upon the death or incapacity of Daniel Gomez Urionaguena and they have now assumed the responsibilities as successor co-Trustees

3 The undersigned are authorized under the terms of the Trust and the provisions of the California Probate Code to act as co-Trustees with respect to the real property described below, which are part of the trust estate.

(a) The Trust is the grantee named in that certain Individual Grant Deed executed by Daniel Gomez Urionaguena recorded as Instrument No. Doc-2015-K091932-00, on July 17,2015, of the Official Records of the County of San Francisco, State of California, regarding the real property located in the City and County of San Francisco, State of California, described as BEGINNING at a point on the easterly line of Pierce Street, distant thereon 150 feet southerly from the southerly line of Capra Way, running thence southerly along said line of Pierce Street 50 feet, thence at a right angle easterly 125 feet, thence at a right angle northerly 50 feet, thence at a right angle westerly 125 feet to the point of beginning

BEING a portion of MARINA GARDENS

Executed on April 1, 2016, at San Francisco, California.

The Daniel Gomez Urionaguena and Manuela Munoz De Gomez Living Trust, u/t/a dated June 29, 1994

By:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

Yvonne Marie Gomez, co-Trustee

State of California County of <u>San Fran(ISC)</u>

Subscribed and sworn to (or affirmed) before me on this _____ day of April, 2016, by Joanne Mary Gomez, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

ROBERT JULIAN MATAWARAN COMM #2084196 NOTARY PUBLIC CALIFORNIA SAN FRANCISCO COUNTY My Commussion Expires 09/30/2018
--

Signature Male Notary Public

(Seal)

O \3\3761 02\Affidavit Death of Trustee 3450 Pierce Street SF wpd

Notary Page to Follow

2

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

State of California County of San Francisco

Subscribed and sworn to (or affirmed) before me on this $\underline{\parallel}^{\mu}$ day of April, 2016, by Yvonne Marie Gomez, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me

(Seal)

ROBERT JULIAN MATAWARAN COMM #2084196 ŝ NOTARY PUBLIC - CALIFORNIA SAN FRANCISCO COUNTY My Commission Expires 09/30/2018

Signature soza Notary Public

O \3\3761 02\Affidavit Death of Trustee 3450 Pierce Street SF wpd

3

State: California County: San Francisco Doc Type: Document - Year.DocID Description: 2016.243661 Page: 4

The page you requested is a Vital Record and is not available online. Data Tree is committed to the privacy and protection of our customers and consumers. We are in the process of voluntarily restricting access to all pages that contain Vital Record information. We believe that such efforts reflect best practices to enhance and improve corporate responsibility, as well as to provide a valuable service to our customers and consumers.

If you have questions regarding this message, please contact:

Data Tree Customer Service Help Desk 1-800-708-8463 State: California County: San Francisco Doc Type: Document - Year.DocID Description: 2016.243661 Page: 5

The page you requested is a Vital Record and is not available online. Data Tree is committed to the privacy and protection of our customers and consumers. We are in the process of voluntarily restricting access to all pages that contain Vital Record information. We believe that such efforts reflect best practices to enhance and improve corporate responsibility, as well as to provide a valuable service to our customers and consumers.

If you have questions regarding this message, please contact:

Data Tree Customer Service Help Desk 1-800-708-8463 Recording requested by and when recorded return to: MITCHELL & COURTS, LLP 1001 Marina Village Pkwy., Ste. 400 Alameda, CA 94501

Mail tax statements to: Charles Cross 3560 Jackson Street San Francisco, CA 94118

IL CRIMA	066	Occoscor-Perorder	

D ch Th Tt	OC— eck Num ursday 1 Pd	ber 8275 , JUL 26 \$20.00	-Recorder J455866-00 2012 13:02:54 Rcpt # 0004455178 IMAGE 0497 odm/DM/1-2
			ere is no documentary transfer tax. (R&

	Grantor declares there is no documentary transfer tax. (R&T
	11930). Grantee is a trust for the benefit of the Grantor.
l	
l	
ļ	Obarlas Oraca Declarant/Constan
	Charles Cross, Declarant/Grantor

TRUST TRANSFER DEED

The undersigned declares under penalty of perjury that the following is true and correct:

[] Unincorporated area: [x] City of San Francisco and

This is a transfer to a revocable trust under §62 of the Revenue and Taxation Code.

GRANTOR: **Charles John Cross**, also known as **Charles Cross**, a single man, hereby GRANTS to **Charles Cross**, **Trustee of the CHARLES CROSS TRUST** dated May 1, 2012, all of his right, title, and interest in the following described real property located in the City and County of San Francisco, State of California, and particularly described as follows:

BEGINNING at a point on the northwesterly line of Alhambra Street, distant thereon 179.271 feet northeasterly from the easterly line of Pierce Street; running thence northeasterly along the northwesterly line of Alhambra Street 25.036 feet; thence North 34 Degrees 54' 10" West 147.889 feet; thence South 9 Degrees 6' East 52.686 feet; thence South 33 degrees 42' 20" East 100.141 feet to the point of beginning.

BEING a portion of Marina Gardens.

Address:162 Alhambra Street, San Francisco, CA 94123APN:0463A-013

.2012 Dated:

CHARLES CROSS

State of California)			
C to in) SS			
County of Sin Francisco		•	·	· ·
on June 18 - 2012	before me, _	Cliffon Tum		_, notary public
personally appeared CHARL			the basis of sati	isfactory
evidence to be the person w	hose name is	subscribed to the v	vithin instrumen	t and
acknowledged to me that he	executed the	e same in his author	rized capacity, a	nd that by his
signature on the instrument	the person, o	r the entity upon be	half of which the	e person acted
executed the instrument.				

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Signature

Mifton Tam Print Name tele 24 Commission Expiration



(Seal)

Document:

Trust Transfer Deed 162 Alhambra Street, San Francisco, CA 94123 APN 0463A-013

G. FORMS

Form No. 1

Previous Land Use, Permits and Below Market Rate Units

Assessor's Block _0436A __ Lot _013

Address 162-164 Alhambra Street

Item No. 6. - Previous Land Use: Multiple Family Home

Item No. 6a. - Permit numbers for any approved building permits

 #______
 #______
 #______

 #______
 #______
 #______

Item No. 12 - Provide proposed sales prices for Below Market Rate (BMR)

Apartment No.	Proposed Sales Price	Apartment No.	Proposed Sales Price
	N/A		
	*		
			· ·
	· · ·		

New Construction Condominium Application (March 31, 2010)
Form No. 2

Owner's Release of Interest in Common Areas

In accordance with section 1323(a)(6) of the San Francisco Subdivision Code, this is my statement that neither I nor any of my agents shall retain any right, title, or interest in any common area or areas or facilities except those common areas in which I might retain any individual interest by virtue of ownership of one or more of the individual units.

Dated: August 2, 2016

Signed: Charles Cross

Dated:

Dated:

Signed:

Dated:

Signed:

Signed:

New Construction Condominium Application (March 31, 2010)



Radius Maps Owner and Occupant Lists Mailing Services

NotificationMaps.com

TO: Department of Public Works Bureau of Street Use and Mapping 1155 Market Street, 3rd Floor San Francisco, CA 94103

COPY TO:

July 28, 2016

RE: Notification Package 162-164 ALHAMBRA ST SF

To Whom It May Concern:

Enclosed please find

- 300' radius map measured from the exterior of property boundaries
- Mailing list with all owners and subject parcel tenants within the 300'
- Mailing labels with all owners and subject parcel tenants within 300'

This property information was acquired through the County Assessor's office. Further, the information is based upon the most up-to-date records of the county tax assessor and is deemed reliable, but is not guaranteed.

Please contact me at (866) 752-6266 if you have questions.

Thank you.

Norah Jaffan

www.notificationmaps.com 1866PLANCOM



Front of PIQ 162-164 Alhambra APN 0436A-013



Looking from right of PIQ 162-164 Alhambra Street APN: 0436A-013



Looking from right of PIQ 162-164 Alhambra Street APN: 0436A-013



Looking from right of PIQ 162-164 Alhambra Street APN: 0436A-013

City and County of San Francisco

Department of Public Works

Form No. 3

Proposition "M" Findings Form The Eight Priority Policies

of Section 101.1 of the San Francisco Planning Code

Date: August 1 2016

City Planning Case No. (if available)

Address 162-164 Alhamhra Street

Assessor's Block 0436A Lot(s) 013

Proposal: 3 Unit New Construction Condominium

EIGHT PRIORITY GENERAL PLAN POLICIES

As a result of the passage of Proposition M (Section 101.1 of the San Francisco Planning Code), findings that demonstrate consistency with the eight priority policies of Section 101.1 must be presented to the Department of City Planning as part of your project application review for general conformity with San Francisco's General Plan.

Photographs of the subject property are required for priority policy review and must be submitted as part of the application.

INSTRUCTIONS TO APPLICANTS: Please present information in detail about how your application relates to each of the eight priority policies listed below. The application will be found to be incomplete if the responses are not thorough. Use a separate document and attach if more space is needed.

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

This project includes three residental condominiums. When occupied it will provide additional

customers to existing neighborhood retail businesses.

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

3960

This project was carefully designed so that its architecture meshes with the architecture of the

current multi-family home as well as the surrounding neighborhood.

New Construction Condominium Application (March 31, 2010)

Page 23 of 26

City and County of San Francisco

Department of Public Works

3. That the City's supply of affordable housing be preserved and enhanced;

This project will contribute 3 moderately priced residences to San Francisco's housing supply.

An increase in housing units lessens demand and contributes to the reduction of costs.

4. That commuter traffic not impede Muni transit service or overburden our streets or neighborhood parking;

This project will not increase commuter traffic. It will not overburden Muni services or San Francisco

street traffic nor will it cause parking problems.

5. 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;

This project will have no impact on the industrial or service sectors.

That the City achieve the greatest possible preparedness to protect against injury and loss of life in an 6. earthquake;

The project is new construction and it complies with current building codes regarding seismic

safety:

7. That landmarks and historic buildings be preserved; and

This project has no impact on policy.

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

No parks or open space were affected by this development. The project does not block access

to sunlight or vistas.

ross

Signature of Applicant

August 2, 2016 Date

New Construction Condominium Application (March 31, 2010)

Page 24 of 26



Edwin M. Lee, Mayo Tom C. Hui, S.E., C.B.O., Directo

NOTICE

TITLE-24 ENERGY INSPECTION REQUIREMENTS LOW-RISE RESIDENTIAL (BUILDING)

APP Please note that Certificates of Installation and/or Verification are required for this Prease note that Certaincates of instantautor analytor vertication are required for this project, as indicated on this form issued with this permit. Ensuring the accurate completion of this documentation is the direct responsibility of the engineer/archite of record. This documentation is required in addition to the called inspections performed by the Department of Building Inspection. DEPT. OF SUILDING INS

For questions regarding the details or extent of required documentation or testing, and if there are any <u>field</u> problems regarding documentation or testing, please call your District Building Inspector or 415-558-6570.

RECEIVED Before final building inspection is scheduled, documentation of energy compliance Certificate of installation, Acceptance, and Verification" must be completed and signed by the responsible person in charge. The permit will not be finalized without compliance with the energy inspection requirements.

ž

untenergyinspections@sfgov.org in person: 3rd floor at 1660 Mission St. Note: We are moving towards a 'paperless' mode of operation. All special inspection submittals, including final letters, may be emailed (preferred) or faxed. We will also be shifting to a paperless fax receipt mode. Installation and Verification certificates can be found on " Commission website at <u>http://energy.ce.ce.</u>

Information Sheet MEP-06 provides submittal instructions for the Title-24 Installation, verification, and acceptance energy certificates. MEP-06 may be found on the SFDBI website at <u>http://sfdbi.org/information-sheets</u>

Energy, Inspection Services 1660 Mission Street- San Francisco CA 94103 Office (415) 558-6132 – FAX (415) 558-6474 - <u>www.sfgov.org/dbl</u> (website)

IS MEP-03 Attachment RB

11

TITLE-24 LOW-RISE RESIDENTIAL ENERGY INSPECTION (BUILDING) A COPY OF THIS DOCUMENT SHALL BE KEPT WITH THE APPROVED DRAWING SET

JOB ADDRESS 167-164 ALLANDE APPLICATION NO. 2015 917 1217 ADDENDUM NO. ENGINEERVARCHITECTIDESIGNER NAME TICLE GOL ACCUTE CTC. PHONE NO. 1415 1998-2315

Ensuring the completion of installation documentation as well as the required acceptance/verification testing is the direct responsibility of the undersigned. Installation documentation must be completed by the contractor performing ion. Verification testing must be completed by a certified HERS rater.

In accordance with the requirements of the 2013 California Energy Code, the following documentation is required for the building elements in this project:

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 DF2FMCH-016E: Space confilming systems ducks and fame Pressriptive New Constructed Buildings (BE41)
 DF2FMCH-02E: Non-BE2S - White house fam (B143)
 DF2FMCH-02E: HB3S - Duck Lealage. New Systems (B144)

- ngs (1841) ie house fan (1813) iekare New Systems (1814)
- [] CF2R-MCH-205-H HERS Duct Leakage Low Leakage Ducts in Conditioned Space (compliance credit) (IB15)

[] CF2R-MCH-20c-H HERS - Duct Leakage - Low Lo Air-Handling Units (IB16)

- 11 CF2R-MCH-20d-H HERS Duct Leakane Altered System (IB17)
- CF2R-MCH-20e-H HERS Duct Leakage Sealing Af Accessible Leak (1943)
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 CF2R-MCH-22a-H HERS Duct Location Verillization (compliance ortef() (1914)
 CF2R-MCH-22a-H HERS Forced AF System Fan Elifcacy All Zones Catego (1915)
 CF2R-MCH-22a-H HERS Forced AF System Fan Elifcacy Every Zonal Control Mode (1914)

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 CEZR-MICH-2014 HERS: Forced All System Airflow Rate Revery Zonal Control (IB44)
 CEZR-MICH-2014 HERS: Forced All System Airflow Rate Alternative Compliance (IB43)
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- CF2RANCH-26-H HERS- Refrigerant Charge Verification Weigh-In Procedure (BIR2)
 CF2RANCH-254-H HERS- Refrigerant Charge Verification Charge Indicator Desky (CDI) (BE32), CF2RANCH-264-H HERS- Refrigerant Charge Verification Winter Setup for Shander Charge Verification (BE32)
 CF2RANCH-264-H HERS- Verified EB7 or SEEP. (BE27)
 CF2RANCH-264-H HERS- Verified EB7 or SEEP. (BE27)

- CERANGH 264H HERS Verlied EEV or SEEP (1827)
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- [] CF2R-MCH-28-H HERS Retarn Duct And F [] CF2R-MCH-29-H HERS - Buried Ducts and Deeply Bu (B32)



Edwin M. Lee, Mayor Tom C. Hui, S.E., C.B.O., Director

CF3R-MICH-24a-H HERS – Building Envelope AI: Leakage Single-Print Test with Manual Meter (VR41)
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 CF3R-MCH-255-H HERS - Refrigerant Charge Vertification - Weigh-Im Procedum (VISI7)
 CF3R-MCH-255-H HERS - Refrigerant Charge Vertification - Charge Indicator Display (CDU) (VISI)
 CF3R-MCH-255-H HERS - Refrigerant Charge Vertification - Whiter Sofue (CD) (VISI7)
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CF3R-MCH-26-H HERS - Verified EER or SEER (V921)
 CF3R-MCH-27-H HERS - Medianical Verifiation - Continuous
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 Method (V922)
 UF3R-MCH-27-H HERS - Mechanical Verifiation - Continuous
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[] CF3R-MCH-20d-H HERS - Duct Leakage - Altered System (VB11) [] CF3R-MCH-20o-H HERS - Duct Leakage - Sealing Al Acc Leaks (VB36)

CF3R-MCH-21-H HERS - Duct Location Ver credit) (VB12)

[] CF3R-MCH-22a-H HERS - Forced Air Sy All Zones Calling (VB13)

[] CF3R-MCH-22b-H HERS - Forced Air Sy Every Zonal Control Mode (VB37)

Levery Zonai Lentrov Moor (vrs.) [] C1933-MCH-Sah H JEXS - Fooded Air System Airflow Rate Al Zonai Califier (VH14) Energy 2014 (Charlen VH13) C1934-MCH-Sab-H HERS - Forced Air System Airflow Rate Aiterrative Compliance (VH33) [] C1934-MCH-Sab-H HERS - Forced Air System Airflow Rate Measurument Chy (NH49)

Prepared by: Required information: Engi

B

DBI Engineer or Plan Checke

by:

APPROVAL (Based on submitted rep

DSI Building Inspector or Energy Inspector Services Staff DATE

QUESTIONS ABOUT TITLE 24 ENERGY INSPECTION SHOULD BE DIRECTED TO: Energy inspection Services (415) 558-6132; or, dbi.energvirspections@sforv.org; or FAX (415) 558-6474

REYNALDO ORTEGA SEP 17 2015

DEPT. OF BUILDING INSPECTION ACCEPTED.



PPROVE Dept. of Building Insp. OCT 19 2015

Torn C. Hww. TON C. HUI, SE DIRECTOR DEPT. OF BUILDING INSPEC



Edwin M. Les. Mayor Tom C. Hui, S.E., C.B.O., Director

NOTICE

TITLE-24-ENERGY-INSPECTION REQUIREMENTS

LOW-RISE RESIDENTIAL (ELECTRICAL) Please note that Certificates of Installation and/or Verification are required for this project, as indicated on this form issued with this permit. Ensuring the accurate completion of this documentation is the direct responsibility of the engineer/architect of record. This documentation is required in addition to the called inspections performed by the Department of Building Inspection.

For questions regarding the details or extent of required documentation or testing, and if there are any <u>field</u> problems regarding documentation or testing, please call your District Electrical Inspector or 415-558-6570.

Before final electrical inspection is scheduled, documentation of energy compliance "Certificate of Installation, Acceptance, and Verification" must be completed and signed by the responsible person in charge. *The permit will not be finalized* without compliance with the energy inspection requirements.

Energy Inspection Services Contact Information

1.	Telephone:	(415) 558-6132
2.	Fax:	(415) 558-6474
3,	Email:	dbi.energyinspections@sfgov.org
4.	In person:	3 rd floor at 1660 Mission St.

Note: We are moving towards a 'paperless' mode of operation. All special inspection submittals, including final letters, may be emailed (preferred) or faxed. We will also be shifting to a paperless fax receipt mode.

Installation and Verification certificates can be found on the California Energy Commission website at http://energy.ca.gov/title24/2013standards/

Information Sheet MEP-06 provides submittal instructions for the Title-24 installation, verification, and acceptance energy certificates. MEP-06 may be found on the SFDBI website at <u>http://sfdbi.org/information-sheets</u>

1660 M

Energy Inspection Services 600 Mksion Street- San Francisco CA 94103 6132 – FAX (415) 558-6474 – <u>www.sfgov.org</u> Office (415) 558 . u/dbi (website TITLE-24 LOW RISE RESIDENTIAL ENERGY INSPECTION (ELECTRICAL) A COPY OF THIS DOCUMENT SHALL BE KEPT WITH THE APPROVED DRAWING SET

Attachment RE

JOB ADDRESS 162 - 164 AL HANGELS APPLICATION NO 2015 0911 7273 LARRY FREAT

Ensuring the completion of installation documentation as well as the required acceptance/verification testing is the direct responsibility of the undersigned. Installation documentation must be completed by the contractor performing the installation. Verification testing must be completed by a certified HERS rater.

In accordance with the requirements of the 2013 California Energy Code, the fol electrical elements in this project: PPROVE Dept. of Building Insp. 1. Installation Electrical [] CZR-LTG-01-E Uphting types and controls for single family buildings (E1) XCR2N-LTG-02-E Uphting types and controls for multitemity b V(E2) OCT 1 9 2015 Tom C. Hui TOM C. HUI, S.E. [] CF2R-SPA TOM C. HUI, S.E. DIRECTOR DEPT. OF BUILDING INSPECTION ms compliance credit ms exceptions to sola

[] CF2F nce credit sind

RECEIVED SEP 17 205 DEFT. OF BUILDING INSPECTION ACCEPTED.

REYNALDO ORTEGA SEP 1 7 2015



SEP 17 2015 APPROVAL (Based on submitted reports) DATE DBI Electrical In or Energy Ins

QUESTIONS ABOUT TITLE-24 ENERGY INSPECTION SHOULD BE DIRECTED TO: Energy Inspection Services (415) 558-6132; vr, <u>dbienergy inspections@sforv.org</u>; or FAX (415) 558-6474



Edwin M. Lee, Mayor Tom C. Hui, S.E., C.B.O., Director

NOTICE

TITLE-24 ENERGY INSPECTION REQUIREMENTS LOW-RISE RESIDENTIAL (PLUMBING)

Please note that Certificates of installation and/or Verification are required for this project, as indicated on this form issued with this permit. Ensuring the accurate completion of this documentation is the direct responsibility of the engineer/architect of record. This documentation is required in addition to the called inspections performed by the Department of Building Inspection.

For questions regarding the details or extent of required documentation or testing, and If there are any <u>field</u> problems regarding documentation or testing, please call your District Plumbing Inspector or 415-558-6570.

Before final plumbing inspection is scheduled, documentation of energy compliance 'Certificate of Installation, Acceptance, and Verification' must be completed and signed by the responsible person in charge. The permit will not be finalized without compliance with the energy inspection requirements.

Energy Inspection Services Contact Information i. Telephone: (415) 558-6132 2. Fax. (415) 558-6474

- i. 2.
- Email:
- 3. 4. Email: <u>dbi.energyinspections@sfgov.org</u> In person: 3rd floor at 1660 Mission St.

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Information Sheet MEP-06 provides submittal instructions for the Title-24 installation, verification, and acceptance energy certificates. MEP-06 may be found on the SFDBI website at http://sfdbi.org/information-sheets

Energy Inspection Services 1660 Mission Street- San Francisco CA 94103 Office (415) 558-6132 – FAX (415) 558-6474 – <u>www.sfuov.ora/dbi</u> (website)

Attachment RP

RECEIVED SB 11205

ACCEPTED

DEPT. OF PURDING INSPECTION

TITLE-24 LOW-RISE RESIDENTIAL SPECIAL INSPECTION (PLUMBING) A COPY OF THIS DOCUMENT SHALL BE KEPT WITH THE APPROVED DRAWING SET

JOB ADDRESS 162-164 144 147 APPLICATION NO. 2015, 0917, 7273 ADDENOUTINO CARRY FREE AF

Ensuring the completion of installation documentation as well as the required acceptance/verification testing is the direct responsibility of the undersigned. Installation documentation must be completed by the contractor performing the installation. Verification testing must be completed by a certified HERS rater.

In accordance with the requirements of the 2013 California Energy Code, the following documentation is required for the plumbing work in this project:

1. installation

Plannblog Stycken Distribution (IPH) [1] G72RFLB-02-E DHW Non-HERS - Muttifanily Certral (Jot Water System Distribution (IPH) [1] G72RFLB-02-E DHW Non-HERS - Single Dwelling Unit Hot Water System Distribution (IPH) [2] G72RFLB-02-E DHW Non-HERS - Pool and Size System (IPT) [2] G72RFLB-02-E DHW Non-HERS - HERS Muttifanity Dontant Hat Water System Distribution (IPH) [3] G72RFLB-02-E DHW HERS - HERS Single Dwelling Unit Hot Water

System Distribution (IP9) [] CF2R-PLB-22-H DHW HBRS - HERS Single Dwelling Unit Hot Wate System Distribution (IP9)

Solar [] CF2R-STH-01-E Solar Water Heating Sys

Machanica/ [] CF2R-MCH-04-E Non HERS-- Ex

2. Verification [] CF3R-PLB-21-H DHW HERS - HERS Multifiently Central Hot Water Central Hot Water Over 10 (1997) System Distribution (VP2) [] CF3R-PL9-22-H DHW HERS - HERS Single Dwelling Unit Hot Water System Distribution (VP3)

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REYNALDO ORTEGA	Prepared by:
	Fax: Englite anti-GA
	Required information: Email:
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QUESTIONS ABOUT TITLE-24 ENERGY INSPECTION SHOULD BE DIRECTED TO: Energy Inspection Services (415) 558-6132; or, <u>dbi energyinspections@sthov.org</u>; or FAX (415) 558-6474



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MARINA ČORPORATION

F TEX PACIFIC GAS & ELECTRIC CO. et al. EARINA CORFORATION, a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the "grantor" for and in consideration of the bun of CNE DOLLAR (\$1.00) in lawful money of the United States of America to the granter in hand paid by THE PACIFIC GAS AND ELECTRIC COLPANY, and THE PACIFIC TRIEPHONE AND TEXEGRAPH COUPANY, likekeorporations, hereinafter called the "grantees" the receipt whereof is hereby acknowledged, does hereby grant unto the said grantees, their successors and assigns, the respective rights and privileges hereinafter set forth is applying to the respective parcele hereinafter specified, the right and privilege of inspecting, maintaining and using as conduits for the transmission and/or distribution of electricity and/or the furnishing of telephone service and for all purposes connected therewith, mains or pipes and suitable service pipes and connections, as to Parcels. Noë. One (1), Four (4), Five (5), Ten (10), Eleven (11), Thirteen (13), and Pifteen (15) hereimafter referred to: Set (15) hereimafter referr

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THE right and privilege of erecting, maintaining and using for the transmission and distribution of electricity and/or the furnishing of telephone service and for all purposes "Connected therewith, poles, and wires suspended therefrom, and all necessary and proper cross-arms, braces and other fixtures and appliances for use in connection therewith, as to Parcels Nos. Tob (2), Seven (7); Bight (8) and Fourteen (14) hereinafter referred to; THE right and privilege of inspecting and maintaining and using as conduits for the transmission and/or distribution of electricity and/or the furnishing of telephone service and all purposes commected therewith, mains or pipes and suitable service pipes and connections, and/or the right and privilege of eresting, maintaining and using, for the transmission, and distribution of electricity, and/or the furnishing of telephone varvice, and for all purposes connected therewith, poles, and wires suspended therefrom and all necessary and proper cross-erns, braces and other fixtures and appliances for use in connection therewith; esste Parcels Nos. Three (3), Six (6), Mins (9) and Twelve (12). Tourism with a right of may over, upon, through and across all of the following here had ter described parcels of land situate in the City and Sounty of San Francisco, State of Falifornia, and more particularly described as follows: x

PARENE CHE (1). COMMENCING sta point on the Northerly line of Gnestnut Street, distant thereon 90.285 feet Easterly from the Easterly line of Pierce Street (as widened); running theres Easterly along said line of Chestnut Street 4 feet; thence at a right angle Northerly 166:85 feet to the Southerly line of Toledo Way (as re-aligned and widened) thence at a right angle Testerly 4 feet along the said line of Toledo Way; thence at a right angle Southerly 166:83 feet to the said line of Chestnut Street and the point of commencenent.

ELING part of Marina Gardens.

IFROME INO (2). A strip of land 3 feet in width, the center line of which is described as follows:

COMPACING at a point distant 90 feet Northerly from the Northerly line of Chestnut Street, measured at right angles thereto, and distant 94,285 feet Easterly from the Easterly line of Pierce Street (as widened) measured at right angles thereto; running thence Easterly parallel with the Northerly line of Chestnut Street a distance of 200 feet; thence Rorth 65 degrees 7 minutes 45 seconds East a distance of 27.394 feet.

Bailed part of Marina Gardens.

PRINT THESE (3). A strip of land 4 feet in width the Southeasterly boundary line of which is described as follows:

COMPARENCING at a point distant 111.122 feet Northerly from the Northerly line of Cheatnut Street measured at right angles thereto, and distant 369.285 feet Basterly from the Desterix line of Pierce Street (as widened) measured at right angles thereto; running thence Worth 65 degrees 7 minutes 45 seconds East a distance of 18.189 feet.

BRING part of Merina Gardens.

PARCEL FOUR (4). COMMENCING at a point distant 96 feet Easterly from the Easterly line of Elerce Street (as widered) measured at right angles thereto; and distant 225 feet Southerly from the Southerly line of Capra Way measured at right angles thereto; running thence

Resterly parallel with the Southerly line of Gapra Way a distance of 4 fest; thence at a right angle Southerly 109.208 fest to the Northwesterly line of Aldanbre Street; thence Southwesterly along Aldanbra Street to a point distant 96 fest Exsterly from the Masterly line of Pierce Street (as widened) measured at right angles thereto; thence Northerly parallel with the Easterly line of Pierce Street to the point of commencement.

BRING part of Marine Gardens.

PAREAL FIVE (5). COMMENCING at a point on the Southerly line of Capra Way, distant thereon 96 feet Easterly from the point of intersection of the Southerly line of Capra Way with the Easterly line of Pierco Street (as widened) running thence Easterly slong said line of Capra Way 4 feet; thence at a right angle Southerly 104 feet; thence at a right angle Westerly 4 feet; thence at a right angle Northerly 104 feet to the point of commencement.

BEING part of Marina Gardens.

PARCEL SIX (6).A strip of land 8 fest in width, the center line of which is described as follows:

CONSENCING at a point distant 100 feet Southerly from the Southerly line of Capra Way measured at right angles thereto and 100 feet Easterly from the Easterly line of Fierce Street (as widened), measured at right angles thereto; and running thence Easterly and parallel with the said line of Capra Way 25 feet; thence at a right angle Southerly 114.363 feet; thence South 57 degrees 51 minutes West 27.168 feet.

EEING part of Marina Gardens.

BARRERL SEVEN (?). A strip of land 8 feet in width, the center line of which is described as follows:

COMMENCING at a point distant 155 feet Southerly from the Southerly line of Capra Way, necessaried at right angles thereto, and a point distant 125 feet Easterly from the Easterly line of Pierce Street (as widened) measured at right angles thereto, running thence North 66 degrees 45 minutes 12 seconds East 163.531 feet; thence North 51 degrees 00 minutes 39 seconds East 33.210 feet.

- HEING part of Marine Gardens.

PARCEL EIGHT (8). A strip of land 4 feet in width, the Southeasterly boundary line of which is described as follows:

COMMENCING at a point 35 feet Southwesterly from a point on the Southwesterly line of Mallorca Way measured at right angles to maid line of Mallorca Way, said point on Mallorca Way being distant 135 feet Northwesterly from the Northwesterly line of Alhambra Street; thence South 34 degrees 9 minutes 46 seconds West a distance of 15 feet.

EEING part of Marine Gardens.

FARCEL MINE [9). A strip of land 8 feet in width the center line of which is described as follows:

OUNDERCING at a point distant 100 feet Southwesterly from a point on the Southwesterly line of Kallorca Way measured at right angles to said line of Kallorca Way, said point on Mallorca Way being distant 110 feet Korthwesterly from the Northwesterly line of Albarbra Street; running thence Northwesterly parallel with the Southwesterly line of Mallorca Way a distance of 29 feet.

HEING part of Marine Gardens.

PARCEL TEN (10). COMMENCING at a point on the Northwesterly boundary line of Alhembra Street, distant thereon 65 feet Southwesterly from the point of intersection of the Southwesterly line of Mailorca Way and the Northwesterly line of Alhembra Street; running thence North 47 degrees 46 minutes 43 seconds West 98,974 feet; thence South 34 degrees 9 minutes 46 seconds West 46 feet; thence Southeasterly parallel with the Southwesterly line of Mail- 0.K. North 47 degrees 46 minutes 43 seconds West 98,974 feet; thence South 34 degrees 9 minutes 46 seconds West 46 feet; thence Southeasterly parallel with the Southwesterly line of Mail- 0.K. North 47 degrees 46 minutes 43 seconds Had degrees 9 minutes 46 seconds East 42 feet; thence South 47 degrees 46 minutes 43 seconds East to the Northwesterly line of Alhembra Street; thence Kortheasterly stong the said line of Alhembra Street to the point of commencement.

BRING part of Marina Gardens.

FRAMEL ELEVEN (11). COLORENCING at a point on the Northerly line of Capre Way, distant thereon 150 feet Basterly from the Easterly line of Fierce Street (as widened) running there Easterly along the said line of Capra Way 4 feet; thence at a right angle Northerly

A.S.F. 5.P.

N.P.

7 64 gent; thence at a right angle Westerly 20 feet; thence at a right angle Northerly 48 feet & inches; thence at a right angle Westerly 4 feet; thence at a right angle Southerly 52 feet 6 inches; thence at a right angle Easterly 20 feet; thence at a right angle Southerly 50 feet to the point of commencement,

-BEERE part of Marina Bardens. X

PARCEL TWELVE (12) COMPANDING at a point distant 130 feet Sasterly from the Easterly line of Pierce Street (as widened) measured at right angles thereto, and distant 111 feet E inches Northerly from the Mortherly line of Capra Way measured at right angles thereto; R.S.F. X.F. running thence Westerly parallel with said line of Capra Way 30 fest more or less; thence at a right mughe Southerly 8 feet; thence at a right angle Essterly 50 feet; thence at a right angle Fortherly 8 feet to the point of commencement.

PARCEL THIRTHEN (13). COMMENCING at a point on the Northerly line of Capre Way, distant thereon. 96 feet Basterly from the Egeterly line of Pierce Street (as midened) running theore Easterly along the said line of Capra Tay 4 feet; thence at a right angle Northerly 107 feet 6 inches; thence at a right angle Westerly 4 feet; thence at a right angle Southerly 107 fest & inches to the point of commencement.

BEING part of Marine Gardens.

PARCEL FOURTEEN (14). A strip of land 8 feet in width, the center line of which is described as fellows;

COLMERCING at a point on the Southerly line of Beach Street, distant thereon 95 feet Easterly from the point of intersection of the Southerly line of Beach Street and the Besterly line of Pierce Street (as widened) running thence Southerly parallel with the said line of Pierce Street a distance of 167 feet 6 inches; thence South 11 degrees 49 minutes 45 seconds East a distance of 105.118 feet.

BEING part of Marina Gardens.

FARERS. FIFTHEN (15). CONVENCING at a point on the vesterly line of Mallorca May, distant 197 feet Northerly from the Northerly line of Capra Way measured at right angles . 3.5.F. thereto; running thence Westerly parallel with said line of Capra Way 95 feet; thence at a right angle Montherly 3 feet; thence at a right angle Easterly 95 feet more or less to the said line of Mailorca Way; thence Southerly along said line of Mallorca Way to the point of commonien t.

BEING part of Marina Gardens:

1924 (Corp. 5.el)

The following clause shall apply only to such portions of the foregoing described parcels of land as hereinst ter set forth:

grantic), its successors or essigns, shall have the right to construct. erect. build and or implate in buildings, and/or improvements on or upon the property above described, and R.S.F. the granices agree to save the granter, its successors or assigns hamless from any damages - N.P. arising out of the grantees! exercise of the right of ingress and egress and to pay all costs attaing out of the exercise of said right of ingress and egress under any buildings and/or improvements constructed over said conduit or easement.

Ensigh Parcel One (1): The Southerly 35 feet of Parcel Four (4). The Northerly 50 feet of Farent Free (5). All of Parcel Ten (10). The Southerly 60 feet of Farcel Eleven (11). The Southerly 57 feet 6 inches of Parcel Thirteen (13). All of Farcel Fifteen (15).

. . . . grantees agree each for itself that no single line of wires shell carry in excess of fire thousand (5000) wolks.

This grantises herein agree each for itself that all underground conduits laid in any of the foregoing parcele of land shall be laid sifficiently below the surface of the ground iso as not to interfere with the Foundations of buildings that may subsequent to the date B.S.7. bereof he built upon same.

BORE of the foregoing are exclusive eacements, rights or privilegos, and a similar casement right and/or privilege over, upon or through the parcels of land hereinbefore described coar be granted to any other public service corporation by the granter herein, X LIN WITHSS WHEREOF, grantor has executed these presents this Thirtieth day of December,

> CORPORATION By J. B. ECTHSCHILD, Fresident EY S. V. ROTESCHILD, Secretary

City and County of San Francisco on this 31st day of December in the year one thousand nine hundred and twenty-four, before me, Bay Sophie Feder, a Notary Fublic, in and for the City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared J. P. Rothachild and S. V. Rothschild known to me to be the President and Secretary respectively of Marina Corporation, the corporation described in and that executed the within instrument, and also known to me to be the persons who executed it on behalf of the corporation therein named, and they acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the City and County of San Francisco. State of California, the day and year in this certificate first above written.

(Seal) RAY SCPHIZ FEDER, Notary Public in and for the City and County of San Francisco, State of California.

Recorded at request of Pac. Gas & Elec. Cc., Jan. 23, 1925 at 23 min. past 3 P. M. No. I 41083. Fec \$3.10 Fol. 26.

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State of California

I**REFORMERED REFERENCE DE LA DELETATIONE DELETATIONE DE LA DELETATIONE DELETATIONE**

MAI BEBITMAN et al

WITH FIANGE DANSEY.

THIS AGREELENT, made and entered into this Twenty-ninth day of August 1924, between MAX _& MILDAED A.BESITMAN, _City of San Francisco, County of San Francisco, State of California, hereinsiter called "soller" and EDMARE DANEEN, 1794 Fost Street, of San Francisco, County of San Francisco, State of California, hereinsiter called "buyer".

WITNESSZIN: That the sellers, in consideration of the covenants and a greements on the part of the buyer hereinafter contained, agree to sell and convey to the buyer, and the buyer agree to buy, all that certain lot or parcel of land situate in San Francisco, County of San Francisco, State of California, bounded and described as follows, to-wir:

PARCEL of land known as Lots Number Mineteen and Twenty.

COMMENCING at a point on the Westerly line of Iwenty-second Awenus distant thereon one hundred (100') Southerly from the point formed by the intersection of the said Westerly line of Twenty-second Avenue with the Southerly line of Lawton Street, and thence running Southerly along the said Westerly line of Twenty-second Avenue fifty feet (50) feet thence at a right angle Westerly one hundred and twenty (120) feet; thence at a right angle Westerly fifty feet (50) feet, thence at a right angle one hundred and twenty feet to the Westerly line of Twenty-second Avenue and the point of commencement.

BEING a portion of Outside Land Block Number 843.

TOESTHER with the tenenesits, hereditaments and appurtemences thereunto belonging, or in any wise appertaining, for the sum of MLEVEN HUNDRED (\$1,100.00) DOLLARS, <u>DOBLARS</u> level money of the United States.

AND the buyer, in consideration of the premises, agree to pay to the seller, the said purchase price of ELEVEN HUNDRED (\$1,100,00) DOLLARS, DOLLARS, as follows:

THE sum of TGO HUNDRED (\$200.00) DOILLES upon the execution of this agreement, receipt whereof is hereby acknowledged, and the balance of said purchase price, to-wit: NINE HUNDRED (\$900.00) DOILARS in monthly installments as follows: bearing interest on the unpaid balance at seven (7) per cent per annum the sum of TWENTY (\$20.00) DOILARS on the Twentyeight_ day of September 1924, and the sum of TWENTY (\$20.00) DOILARS, on the Twentyeight_ day of september 1924, and the sum of TWENTY (\$20.00) DOILARS, on the Twentyeight_ day of each and every month thereafter, until the purchase price is fully paid, provided that maid purchase price and all interest on annual balances, as herein provided, shall be fully paid on or before the __day of _19_.

ALL unpaid balances of said purchase price shall bear interest at the rate of seven per cent per annum from the date hereof until paid, and the buyer agree to pay said interest monthly on the Twenty-eight day of every month, all payments of principal and interest hereunder to be made until further notice at Italian American Bank of San Francisco.







CLTA Preliminary Report Form

(Rev. 11/06)

Order Number: 3811-5152501 Page Number: 1

Updated



First American Title

First American Title Company

One Embarcadero Center, Suite 250 San Francisco, CA 94111-3632 California Department of Insurance License No. 151

Charles John Cross c/o John Britton, W. J. Britton & Co. , 1345 Mission Street San Francisco, CA 94103 Phone: (415)934-1151

Customer Reference: Order Number:

3811-5152501 (DL)

Title Officer: Phone: Fax No.: E-Mail: Buyer: Owner:

Property:

Douglas Lagomarsino (415)796-6122 (866)420-3241 dlagomarsino@firstam.com

CROSS

162-164 Alhambra Street San Francisco, CA 94123

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrative matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

First American Title Page 1 of 13

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

First American Title Page 2 of 13

Dated as of July 13, 2016 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

To Be Determined

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

CHARLES CROSS, TRUSTEE OF THE CHARLES CROSS TRUST DATED MAY 1, 2012

The estate or interest in the land hereinafter described or referred to covered by this Report is:

FEE

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2016-2017, a lien not yet due or payable.

- 2. All taxes secured, supplemental, defaulted, escaped and including bonds and assessments are not available at this time. Please verify any/all tax amounts and assessment information with the County Tax Collector prior to the close of the contemplated transaction.
- 3. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
- 4. Covenants, conditions, restrictions and easements in the document recorded September 29, 1924 as BOOK/REEL 942, PAGE/IMAGE 297 of Official Records, but deleting any covenant, condition, or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, sexual orientation, familial status, disability, handicap, national origin, genetic information, gender, gender identity, gender expression, source of income (as defined in California Government Code § 12955(p)) or ancestry, to the extent such covenants, conditions or restrictions violation 42 U.S.C. § 3604(c) or California Government Code § 12955. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.
- 5. An easement for public utilities and incidental purposes in the document recorded January 23, 1925 as BOOK/REEL 992, PAGE/IMAGE 337 of Official Records.

First American Title Page 3 of 13 6. THE EFFECT OF PARCEL MAP OF 162-164 ALHAMBRA STREET, A CONDOMINIUM, FILED ON APRIL 10, 1981 IN BOOK 19 OF PARCEL MAPS, AT PAGES 92 TO 94, CITY AND COUNTY OF SAN FRANCISCO RECORDS.

Prior to the issuance of any policy of title insurance, the Company will require:

7. With respect to the trust referred to in the vesting:

a. A certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company.

b. Copies of those excerpts from the original trust documents and amendments thereto which designate the trustee and confer upon the trustee the power to act in the pending transaction.c. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.

First American Title Page 4 of 13

INFORMATIONAL NOTES

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

1. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None

2. We find no open deeds of trust. Escrow please confirm before closing.

NOTE to proposed insured lender only: No Private transfer fee covenant, as defined in Federal Housing Finance Agency Final Rule 12 CFR Part 1228, that was created and first appears in the Public Records on or after February 8, 2011, encumbers the Title except as follows: None

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

First American Title Page 5 of 13

LEGAL DESCRIPTION

Real property in the City of San Francisco, County of San Francisco, State of California, described as follows:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF ALHAMBRA STREET, DISTANT THEREON 179.271 FEET NORTHEASTERLY FROM THE EASTERLY LINE OF PIERCE STREET; RUNNING THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF ALHAMBRA STREET 25.036 FEET; THENCE NORTH 34 DEGREES 54' 10" WEST 147.889 FEET; THENCE SOUTH 9 DEGREES 6' EAST 52.686 FEET; THENCE SOUTH 33 DEGREES 42' 20" EAST 100.141 FEET TO THE POINT OF BEGINNING

BEING A PORTION OF MARINA GARDENS.

APN: LOT 013 AND BLOCK 0463A





First American Title Page 7 of 13

NOTICE

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

First American Title Page 8 of 13
EXHIBIT A LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10) EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from: Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:

- (a) building; (d) improvements on the Land; (b) zoning; (e) land division; and
- (c) land use; (f) environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

- 2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
- 3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.

4. Risks:

(a) that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;

- (b) that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date; (c) that result in no loss to You; or
- (d) that first occur after the Policy Date this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
- 5. Failure to pay value for Your Title.

6. Lack of a right:

(a) to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and (b) in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows: For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

Your Deductible Amount	<u>Our Maximum Dollar</u> Limit of Liability
Covered Risk 16: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

ALTA RESIDENTIAL TITLE INSURANCE POLICY (6-1-87) EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning 1. ordinances and also laws and regulations concerning:

(a) and use

(b) improvements on the land

(c) and division

(d) environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date. This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:

> First American Title Page 9 of 13

Order Number: **3811-5152501** Page Number: 10

(a) a notice of exercising the right appears in the public records on the Policy Date

(b) the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking

3. Title Risks:

(a) that are created, allowed, or agreed to by you

(b) that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records

(c) that result in no loss to you

(d) that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks

- 4. Failure to pay value for your title.
- 5. Lack of a right:

2.

(a) to any land outside the area specifically described and referred to in Item 3 of Schedule A OR

(b) in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

2006 ALTA LOAN POLICY (06-17-06) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- 1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;

(ii) the character, dimensions, or location of any improvement erected on the Land;

(iii) the subdivision of land; or

(iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3. Defects, liens, encumbrances, adverse claims, or other matters

(a) created, suffered, assumed, or agreed to by the Insured Claimant;

 (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 (c) resulting in no loss or damage to the Insured Claimant;

(d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or

(e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.

- I. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doingbusiness laws of the state where the Land is situated.
- Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
- 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
- Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

- (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real
 property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such
 proceedings, whether or not shown by the records of such agency or by the Public Records.
- Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

First American Title Page 10 of 13

Order Number: **3811-5152501** Page Number: **11**

- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
- 6. Any lien or right to a lien for services, labor or material not shown by the public records.

2006 ALTA OWNER'S POLICY (06-17-06) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- 1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;

(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

(c) resulting in no loss or damage to the Insured Claimant;

(d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 or 10); or

- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
- 5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

- 1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- 2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
- 6. Any lien or right to a lien for services, labor or material not shown by the public records.

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

First American Title Page 11 of 13

Order Number: **3811-5152501** Page Number: 12

- age number. 12
- 1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.

- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
- (a) created, suffered, assumed, or agreed to by the Insured Claimant;

(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy; (c) resulting in no loss or damage to the Insured Claimant;

(d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or

(e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.

- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doingbusiness laws of the state where the Land is situated.
- 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
- 6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
- 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
- 8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
- Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or

(b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.

First American Title Page 12 of 13



First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

Appreciation of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

- Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include: Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
 - Information about your transactions with us, our affiliated companies, or others; and
 - Information we receive from a consumer reporting agency.

Use of Information

Use of Information We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such as filted companies, such as appraisal companies, such as appraisal companies, none warranty companies and escrow companies, noremanies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies in other financial insures and trust and investment advisory companies, or companies into permanies that perform marking services on use behalf of uru affiliated companies to companies. we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

Information Obtained I hrough Our Web Site First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site. There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive. <u>FirstAm.com</u> uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data. Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner. Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

Form 50-PRIVACY (9/1/10)

Page 1 of 1

Privacy Information (2001-2010 First American Financial Corporation)

First American Title Page 13 of 13

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CCSF BD OF SUPERVISORS (OFFICIAL NOTICES) 1 DR CARLTON B GOODLETT PL #244 SAN FRANCISCO, CA 94102

COPY OF NOTICE

Notice Type: GPN GOVT PUBLIC NOTICE

BJ - Hearing Notice - 161174 - Ten Map Appeal Ad Description 162-164 Alhambra Street

To the right is a copy of the notice you sent to us for publication in the SAN FRANCISCO EXAMINER. Thank you for using our newspaper. Please read this notice carefully and call us with ny corrections. The Proof of Publication will be filed with the County Clerk, if required, and mailed to you after the last date below. Publication date(s) for this notice is (are):

11/04/2016

The charge(s) for this order is as follows. An invoice will be sent after the last date of publication. If you prepaid this order in full, you will not receive an invoice.

EXM# 2943022

NOTICE OF PUBLIC

NOTICE OF PUBLIC HEARING BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO NOTICE IS HEREBY GIVEN THAT the Board of Supervi-sors 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: Tuesday, November 15, 2016 Time: 3:00 p.m. Location: Legislative Chamber, City Hall, Room 250 1 Dr. Cariton B. Goodlett, Place, San Francisco, CA Subject: File No. 161174. Hearing of persons inter-ested in or objecting to the decision of Public Works dated October 18, 2016, approving a Tentative Map for three units of new construction at 162-164 Athambra Street, Assessor's Parcel Block No.0463A, Lot No. 013. (District 2) (Appelants: John Barrett, Athleam Eckhart, and Mauricio Franco) (Filed October 28, 2016). In accordance with Adminis-trative Code, Section 67.7.1, persons who are unable to attend the hearing on this matter may submit witten comments prior to the time the hearing begins. These omments will be made as part of the official public record in this matter and shall be brought to the addressed to Angela Calvillo, Clerk of the Board, City Hall, 1 Dr. Cartton B. Goodlett Place, Room 244, San Francisco, CA, 941022. Information relating to this matter is available in the Office of the Clerk of the Board and agenda informa-tion relating to these matters will be available for public review on Thursday, November 10, 2016. Angela Calvillo Clerk of the Board, City



Public Notices

SAN MATEO COUNTY: 550-556-1556 F-mail: smlenals@sfmediaco.com

SAN FRANCISCO: 415-314-1835 F-mail: stlegals@sfmediaco.com

San Francisco Examiner • Daly City Independent • San Mateo Weekly • Redwood City Tribune • Enquirer-Bulletin • Foster City Progress • Millbrae - San Bruno Sun • Boutique & Villager job placements for seniors and adults with disabilities for the City and County of San Francisco. Job County of San January 1, 2017 to June 30, 2019. In addition, the City shall have the option to extend the term for a period of two (2) years, for a tentiant all optimities of unds, annual satisfactory of funds, annual satisfactory of funds, annual satisfactory of funds, annual satisfactory amount for this contract is expected to be \$250,000 with grantopende anding in June 30, 2019. SFHSA has the sole, absolute discretion to exercise this option, and reserves the absolute discretion to exercise this option, and reserves the absolute discretion to exercise this option, and reserves the offe by cost PM. An RFP packet may be picked up at SHSA, Office of Contract Management, 1650 Contract Man



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ule Bid Dond, Bids Due; <u>11/15/16</u>. <u>10:30 AM. Pier 1</u>. For questions contact Arnel Prestosa, (415) 274-0627. Information for the bid package can be found at <u>www.sfgort.com</u> and <u>www.sfgort.org/oca</u>.

GOVERNMENT

NOTICE OF PUBLIC BOARD THE ARING BOARD STREAM STREAM STREAM OF THE OT SHORE COUNTS OF THE O

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CNS-2942275# 200-X; affirming the Planning Department's determination under the California Environmental Quality Act; and making findings of consistency with the General Plan, and the eight plotby Section 101, 1, In accordance with Administrative Code, Section 107, -1, persons who are unable to attend the hearing on this matter may so the City test on the time the hearing on this matter may so that City test on the time the hearing on the strend on the the hearing on the strend on the the hearing on the strend on the the hearing begins. These comments will be made part the hearing begins. These comments will be made part addressed to Angela Calvilio, Clerk of the Board, City Hall, 1 Dr. Carton & Goodlett Place, Hoom 244, San Frandso, CM bo this Instern alow rable in the Office of the Clerk of the Board. Agenda Information relating to this matter will be available for pubbic review on Thursday, November 10, 2016.

CITY AND COUNTY OF SAN FRANCISCO HUMAN SERVICES AGENCY REQUEST FOR PROPOSALS (RFP) #720

The San Francisco Human Services Agency (SFH3A) announces its intent to seek proposals from organizations or individuals interested in contracting to recruit and develop worksites and provide

FICTITIOUS BUSINESS NAMES

FICTITIOUS BUSINESS MAME STATEMENT FIE No. 271217 The following person(s) is (are) doing business as: CREATIVE SLATE CONSULTING, 707 Lacewing Lane, Redwood City, CA 94065, Country of San Mateo Grace Hu, 707 Lacewing Lane, Redwood City, CA 94065, Country of San Mateo Grace Hu, 707 Lacewing Lane, Redwood City, CA 916 business is conducted by an individual The registrant(s) commenced to transact business under the fictitious business the

a manues isstee above on Oct. 21, 2016 I declare that all information in this statement is true and declares is true information which he or she knows to be false is guilty of a crime.) S/ Grace Hen With the County Clerk of San Matte County on October 21, Matk Church County Clerk Matk Church County.

2016 Mark Church, County Clerk DIANA SIRON, Deputy Clerk

the Internet at http://mission.stgov.org/ O C A Bid P u blic ation / Select "Consultants and Professional Services" from the Category Drop Down Menu and look for RFP 701.

DIANA SIHON, Deputy Clerk Original 114, 11/11, 11/18, 11/25/16 NPEN-2941636# EXAMINER - BOUTIQUE & VILLAGER

NOTICE OF PUBLIC HEARING BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO (TTY AND COUNTY OF SAN FRANCISCO GUENEN IS IN EINER OF Guener State State State Guener State States Sta

EXAMINER - BOUINDE & VILLAGER VILLAGER FORTHENDE BUSINESS NAME STATEMENT File No. 271242 The following person(s) is (are) Joing business as: (are) Joing Dusiness as: (business) Joing Dusiness as: (are) Joing Dusiness as: (are) Joing Dusiness as: (business) Joing Dusiness as: (busi

VILLAGER FIGTITIOUS BUSINESS NAME STATEMENT File No. A-0373237-00 Fotticus Business Names() A about 2, 200 of draw 43, County of San Francisco Registered Owner(s): Anna Kwan, 200 of dway SL, San Francisco, CA 94134 The business is conducted by: an individual The registrant commenced the registrant substances under the fieldious business name or names listed above on 10/27/2016 declare that all information in this statement is true and declares as true any material

ENQUIRER-BULLETIN • 1-1 matter pursuent to Section 17013 of the Business and Professions code that the registrant knows to be false is guilty of a misdemeanor unshable by a fine not to exceed one thousand dolars (6,000,1) minimum farmation of the section scale of the section of the scale of the scale of the scale of the scale scale of the the scale scale of the scale of the scale scale of the the scale scale of the scale of the scale scale of the the scale scale of the scale of the scale scale scale of the scale scale of the scale scale of the scale scale of a ficilitous Business Name in violation of the rights of the scale scale scale scale of a ficilitous Business Name in violation of the rights of the scale s

EXAMINER - BOUTIQUE & VILLACER FICTITIOUS BUSINESS NEMESTATEMENT NE 400,271085 The following person(s) is (are) doing business as: STARTING FACILITY, 25 E. STARTING FACILITY, 25 E. Start Ning, San Mateo, CA 90H, County E. Stan Mateo, California This business is conducted by a Limited Liability Company The registrant(s) commenced to transact business under the registrant (s) commenced to transact business under the registrant (s) commenced to transact business under or names listed above on 07/25/2016 1 declare that all information in this statement is true and 07/25/2016 1 declare that all information in this statement was filed with the County Clerk of San Managing Member This statement was filed with the County Clerk Original 10/21, 10/28, 11/4, 11/11/16 NPEN-2335466f EXAMINER - BOUTIQUE & VILLACER

SAN FRANCISCO EXAMINER

Mateo County on October 13, 2016 Mark Church, County Clerk Drignal 10/28, 11/4, 11/11, 11/18/16 NPEN-2939053# EXAMINER - BOUTIQUE & VILLAGER

VILLAGER STATEMENT OF ABANDONMENT OF USE OF FICTITIOUS The BUSINESS NAME (have) abandoned the use (have) abandoned the use the fultibus business name: Lamp Shades San Francisco, CA 94103, County of San Francisco The fictiticus business name featred to above was filled in San Francisco County on 44/14 under File No. 0357634-00. Lamp Shades San Francisco LLC, 199 Potrero Ave, San

CA 94002 County of SAN MATEO MATEO Mailing Address: 2728 CAPTES, TER, FREMONT, CAPTES, TER, FREMONT, GOLDEN SUN BAKERY INC, 2728 CAPITOLA TER, FREMONT, CA 94539 This business is conducted by a Corporation to transact business under the fictitious business name of the state above on NA. I declare that all information in this statement is true and declares as true information GoLDEN SUN BAKERY INC Shi statement, was filed with the County Clerk of San Mateo County on 10/27/2016.

Francisco, CA 94103 This business was conducted by LLO that all information in this datement is true and correct. (A registrant who declares as true any material matter pursuant to Section 17913 of the Business and Professions code that this declares as true any material matter pursuant to Section 17913 of the Business and Professions code that the scaled on a misdemeanor punshable by a fine not to scale of a misdemeanor punshable by a fine not to scale the thousand dollars (\$1.000.). S' R. Michael Donnelly, for Lamp Shades San Francisco This statement was filed with the County Clork of San Francisco County on October 11, 2016. 10714, 1022, 10728, 11/4/16 CNS-22357354 SAN FRANCISCO EXAMINER Original Filing 11/4, 11/11, 11/18, 11/25/16 NPEN-2922379# EXAMINER - BOUTIQUE & VILLAGER GOVERNMENT

ATTEMENT OF ABANDONMENT OF USE OF FICTITIOUS BUSINESS NAME The following person(s) has (have) abandoned the use of the fictitious business name: Brasa Rotisserie, 562 Madrid St. San Francisco, CA 94112, County of San Francisco

CA 94112, County of San Francisco The fictitious business name referred to above was filed in the County Clerk's office in San Francisco County on 04/17/2015 under File No. 0364366. Fernando Quinonez, 237 Atadena Circle, Pittsburg, CA 04556

Fernando Quinonez, 237 Attadena Circle, Pittsburg, CA 94565 Eduardo Forman, 33 Bichland Artistana Circle, Pittsburg, CA 94565 Biolar Bartos Condello Dy a general partocrship. I declare that all Information in this statement is true and correct. (A registrant who declares estime any material declares true any material declares true any material for the statement is true and correct. (A registrant who declares estime any material for a misdemeanor punishable by a fine not sevend on a misdemeanor punishable by a fine not sevend on a misdemeanor punishable by a fine not sevend on a misdemeanor punishable by a fine not sevend on a misdemeanor punishable by a fine not sevend on thousand dollars S/ Fernando Cuinonez This statement was filed with the County on October 11, 2016. CNS-29357084 SAN FRANCISCO EXAMINER

FICTITIOUS BUSINESS NAME STATEMENT File No. 271287 The following person(s) is (are) doing business as: PILGRIM KITCHEN, 311 EL CAMINO REAL, BELMONT, CA 94002 County of SAN MATEO

FRIDAY, NOVEMBER 4, 2016 · SFEXAMINER.COM · SAN FRANCISCO EXAMINER 17

CITY OF BELMONT PLANNING COMMISSION NOTICE OF PUBLIC HEARING be heard wire applar meeting of the Belmont Planning Commission to be held in the Council Chambers at Belmont City Hall, Belmont, California at 7:00 pm. or:

D.m. on: TUESDAY, NOVEMBER 15, 2016

2016 PUBLIC HEARING – 3430 Lodge Drive Floor Area Exception and Single Framin addition to the axisting single-family residence for a total of 2,465 square feet for the site (2,399 sq. tt. maximum permitted for the site). APN: 043-106-050; Zonett APIB – Single Family Residential CEGA STAUS: Categorically Exempt. Section 15301, Class APPI (CANT: Daniel Biermann

CECA S IAI US: Categorizany Exempt. Section 15301. Class TAPPIICANT: Daniel Biermann for Design Studio OWNLERS: Kirk & Ilana Henne PROJECT PLANNER: Fob Gill, 16501 S168-2004, rgill& PROJECT PLANNER: Fob Gill, 16501 S168-2004, rgill& A staff report on this project will be available on the Friday atternoon before the meeting. All interested parties will be atternoon before the meeting date. Commission Meeting Commission Meeting Commission Meeting Callendar fince and Meeting date. New W, b el m on t. g o v/ meetings.agendas.imiutes Public Notices are posted on the Bulletin Board outside of Carlos de Melo, Planning

ty Hall. ovember 4, 2016 arlos de Melo, Planning ommission Secretary

11/4/16 SPEN-2942452# EXAMINER - REDWOOD CITY TRIBUNE

GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT NOTICE INVITING SEALED BIDS

BIDS The Golden Gate Bridge, Highway and Transportation District (District) seeks bids that the seeks bids that the seeks bids that the seeks bids Bidders must submit seeled bids to the Office of the Secretary of the District by Friday, November 18, 2106, at 2:00 p.m. PT, at which time bid on the proved equals, modifications or clarifications of any requirement must be submitted in writing by Wednesday, November 9, The Bid Documents are available for download on the District's website. To download the Bid Documents, go to the District's website home page

of the Board of Supervisors: Writen comments should be addressed to Angela Calvillo, Clerk of the Board, Clity Hall, Denort 244, Banranisson, CAN Boomt 244, Banranisson, CAN to this matter is available in the Critico of the Clerk of the Board and agenda information reaking to these matters will be available for public review on Thursday, November 10, 20 Bangela Calvillo Clerk of the Board



3998

EXAMINER FIGTITIOUS BUSINESS NAME STATEMENT File No. 271219 The tolong persons I and both the statement M & 2 TAX SERVICES, 439 Francisco, CA 94080 Xue Mai Zhou, 1871 Palou A 2472 Xue Mai Zhou, 1871 Palou A 2472 A 25 A 25 A 24080 Xue Mai Zhou, 1871 Palou A 2472 A 25 A 25 A 24080 The registrant(s) commenced to transact business under the registrant (s) commenced to transact business under the statement is true and correct. (A registrant who false is guilly of a crime.) S/ Xue Mai Zhou This statement was filed with the County Olark of San Mark Church, County Clerk Mateo County Gr. C. 2016 Mark Church, County Clerk Shella Arkoncel, Deputy Clerk Original 10/28, 11/4, 11/11, 11/18/16 NPEN-2339688# EXAMINER - BOUTIQUE & VILLAGER

VILLAGER FIGTITIOUS BUSINESS NAME STATEMENT File No. 271124 (The double statement) File No. 271124 (The double statement) Wilson Tech Sorvices, 225 (Tech Sorvices, 225 Wilson Tech Sorvices, 225 (Tech Sorvices, 225 (Tech Sorvices, 225 Wilson Tech Sorvic

Jalipa, Brent (BOS)

From: Sent: To: Subject:	SF Docs (LIB) Friday, November 04, 2016 10:43 AM BOS Legislation, (BOS) RE: HEARING NOTICE - Appeal of Tentative M Hearing on November 15, 2016	lap - 162-164 Alhambra Street - Appeal
Categories:	161174	
Hi Brent,		
I have posted the agenda.		
Thank you,		
Michael		
	2016 10:34 AM	ora Street - Appeal Hearing on November 15,
Good morning,		
Please kindly post the be	low-linked hearing notice for public viewing	at the library
Thanks in advance, Brent Jalipa Legislative Clerk		

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 | www.sfbos.org

From: BOS Legislation, (BOS) Sent: Friday, November 04, 2016 10:31 AM To: Jeb Barrett <<u>iebbarrett@gmail.com</u>>; Kassie Eckhart<<u>kassie.eckhart@gmail.com</u>>; Franco Maurice <<u>maurice1950@comcast.net</u>>; <u>imarockstew@hotmail.com</u>; <u>charles@cross.bz</u>; <u>michelle@sflandsurveyor.com</u>; <u>rick@sflandsurveyor.com</u>; <u>cmacario@hbcondolaw.com</u> Cc: BOS-Supervisors <<u>bos-supervisors@sfgov.org</u>>; BOS-Legislative Aides <<u>bos-legislative_aides@sfgov.org</u>>; Givner, Jon (CAT) <<u>jon.givner@sfgov.org</u>>; Stacy, Kate (CAT) <<u>kate.stacy@sfgov.org</u>>; Byrne, Marlena (CAT) <<u>marlena.byrne@sfgov.org</u>>; Malamut, John (CAT) <<u>john.malamut@sfgov.org</u>>; Nuru, Mohammed (DPW) <<u>Mohammed.Nuru@sfdpw.org</u>>; Storrs, Bruce (DPW) <<u>Bruce.Storrs@sfdpw.org</u>>; Ryan, James (DPW) <<u>James.Ryan@sfdpw.org</u>>; Sanchez, Scott (CPC) <<u>scott.sanchez@sfgov.org</u>>; Rodgers, AnMarie (CPC) <<u>anmarie.rodgers@sfgov.org</u>>; Starr, Aaron (CPC) <<u>aaron.starr@sfgov.org</u>>; BOS Legislation, (BOS) <<u>bos.legislation@sfgov.org</u>>; Calvillo, Angela (BOS) <<u>angela.calvillo@sfgov.org</u>>; Somera, Alisa (BOS)

Jalipa, Brent (BOS)

From: Sent: To:	BOS Legislation, (BOS) Friday, November 04, 2016 10:31 AM Jeb Barrett; Kassie Eckhart; Franco Maurice; imarockstew@hotmail.com; charles@cross.bz; michelle@sflandsurveyor.com; rick@sflandsurveyor.com; cmacario@hbcondolaw.com
Cc:	BOS-Supervisors; BOS-Legislative Aides; Givner, Jon (CAT); Stacy, Kate (CAT); Byrne, Marlena (CAT); Malamut, John (CAT); Nuru, Mohammed (DPW); Storrs, Bruce (DPW); Ryan, James (DPW); Sanguinetti, Jerry (DPW); Mapping, Subdivision (DPW); Sanchez, Scott (CPC); Rodgers, AnMarie (CPC); Starr, Aaron (CPC); BOS Legislation, (BOS); Calvillo, Angela (BOS); Somera, Alisa (BOS); Lew, Lisa (BOS)
Subject:	HEARING NOTICE - Appeal of Tentative Map - 162-164 Alhambra Street - Appeal Hearing on November 15, 2016
Categories:	161174

Good morning,

The Office of the Clerk of the Board has scheduled a hearing for Special Order before the Board of Supervisors on **November 15, 2016, at 3:00 p.m.**, to hear an appeal of the Tentative Map for a proposed subdivision at 162-164 Alhambra Street.

Please find the following link to the hearing notice for the matter.

November 15, 2016 - Board of Supervisors - 162-164 Alhambra Street Appeal

I invite you to review the entire matter on our <u>Legislative Research Center</u> by following the link below:

Board of Supervisors File No. 161174

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 | 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 of Supervisors' website or in other public documents that members of the public may inspect or copy.

<alisa.somera@sfgov.org>; Lew, Lisa (BOS) <lisa.lew@sfgov.org>

Subject: HEARING NOTICE - Appeal of Tentative Map - 162-164 Alhambra Street - Appeal Hearing on November 15, 2016

Good morning,

The Office of the Clerk of the Board has scheduled a hearing for Special Order before the Board of Supervisors on **November 15, 2016, at 3:00 p.m**., to hear an appeal of the Tentative Map for a proposed subdivision at 162-164 Alhambra Street.

Please find the following link to the hearing notice for the matter.

November 15, 2016 - Board of Supervisors - 162-164 Alhambra Street Appeal

I invite you to review the entire matter on our <u>Legislative Research Center</u> by following the link below:

Board of Supervisors File No. 161174

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 | www.sfbos.org

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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: Tuesday, November 15, 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. 161174. Hearing of persons interested in or objecting to the decision of Public Works dated October 18, 2016, approving a Tentative Map for three units of new construction at 162-164 Alhambra Street, Assessor's Parcel Block No. 0463A, Lot No. 013. (District 2) (Appellants: John Barrett, Kathleen Eckhart, and Mauricio Franco) (Filed October 28, 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 Thursday, November 10, 2016.

Angela Calvillo

Clerk of the Board

November 4400126



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

2016 NOV -4 AM 8: 53

RECEIVES

BOARD of SUPERVISORS

PROOF OF MAILING

Legislative File No. 161174

g¥.

Description of Items: 162-164 Alhambra Street Public Hearing Notices

I, <u>Brent Jay Jalipa</u>, 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.

Time:

USPS Location:

Clerk's Office USPS Pick-up

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

ut Juy a Jaly TI Signature:

11/4/16

8:40 am

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

BOARD of SUPERVISORS



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

November 1, 2016

FILE NO. 161174

Received from the Board of Supervisors Clerk's Office a check in the amount of Three Hundred and Fifteen Dollars (\$315), representing filing fee paid by John Barrett (Appellant) for Appeal of the Tentative Map for 162-164 Alhambra Street.

PUBLIC WORKS By:

Print^{*}Name

<u>11/2/10</u>

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

October 28, 2016

John Barrett 162 Alhambra Street San Francisco, CA 94123

Subject: Tentative Map Appeal - 162-164 Alhambra Street

Dear Mr. Barrett:

Pursuant to Subdivision Code, Section 1314, the Office of the Clerk of the Board has scheduled an appeal hearing on **Tuesday, November 15, 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, concerning approval of the subject Tentative Map for properties located at:

162-164 Alhambra Street, Assessor's Parcel Block No. 0463A, Lot No. 013.

Please provide to the Clerk's Office by 12:00 noon:

11 days prior to the hearing:	names and addresses of interested parties to be notified of the hearing, in spreadsheet format; and
8 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 <u>bos.legislation@sfgov.org</u>) and one hard copy of the documentation for distribution.

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.

Continues on next page

162-164 Alhambra Street - Tentative Map Appeal October 28, 2016 Page 2

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.

Sincerely,

isa omen

Angela Calvillo Clerk of the Board

c: Charles Cross, Property Owner Jon Givner, Deputy City Attorney Kate Stacy, Deputy City Attorney Marlena Byrne, Deputy City Attorney John Malamut, Deputy City Attorney Mohammed Nuru, Director, Public Works Jerry Sanguinetti, Public Works-Bureau of Street Use and Mapping Fuad Sweiss, City Engineer, Public Works Bruce Storrs, Public Works Scott Sanchez, Zoning Administrator, Planning Department Lisa Gibson, Planning Department AnMarie Rodgers, Planning Department Aaron Starr, Planning Department

Print	t Form	
	Introduction Form	·
	By a Member of the Board of Supervisors or the Mayor	
I here	eby 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.	
\boxtimes	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	
Pleas	se 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.	
Sponso	or(s):	
Clerk	of the Board	
Subjec	ct:	
Hearir	ng - Appeal of Tentative Map Approval - 162-164 Alhambra Street	
The te	ext is listed below or attached:	
Tentat	ng of persons interested in or objecting to the decision of Public Works dated October 18, 2016, approving tive Map for three units of new construction at 162-164 Alhambra Street, Assessor's Parcel Block No. 0460 o. 013. (District 2) (Appellants: John Barrett, Kathleen Eckhart, and Mauricio Franco) (Filed October 28, .	
	Signature of Sponsoring Supervisor: Alio Somero	

For Clerk's Use Only: