

File No. 180298

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

Board Item No. 34

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

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

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

Board of Supervisors Meeting

Date: April 24, 2018

#### Cmte Board

<input type="checkbox"/>	<input type="checkbox"/>	Motion
<input type="checkbox"/>	<input type="checkbox"/>	Resolution
<input type="checkbox"/>	<input type="checkbox"/>	Ordinance
<input type="checkbox"/>	<input type="checkbox"/>	Legislative Digest
<input type="checkbox"/>	<input type="checkbox"/>	Budget and Legislative Analyst Report
<input type="checkbox"/>	<input type="checkbox"/>	Youth Commission Report
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Introduction Form
<input type="checkbox"/>	<input type="checkbox"/>	Department/Agency Cover Letter and/or Report
<input type="checkbox"/>	<input type="checkbox"/>	MOU
<input type="checkbox"/>	<input type="checkbox"/>	Grant Information Form
<input type="checkbox"/>	<input type="checkbox"/>	Grant Budget
<input type="checkbox"/>	<input type="checkbox"/>	Subcontract Budget
<input type="checkbox"/>	<input type="checkbox"/>	Contract/Agreement
<input type="checkbox"/>	<input type="checkbox"/>	Form 126 – Ethics Commission
<input type="checkbox"/>	<input type="checkbox"/>	Award Letter
<input type="checkbox"/>	<input type="checkbox"/>	Application
<input type="checkbox"/>	<input type="checkbox"/>	Public Correspondence

#### OTHER

(Click on the text of checked items to view documents)

<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>Appeal Letter - March 29, 2018</u>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>Appellant Letter - April 16, 2018</u>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>Appellant Briefs - April 13, 2018</u>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>Planning Department Response Memo - April 13, 2018</u>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>Subdivision Application Materials</u>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>Clerical Documents and Hearing Notices</u>
<input type="checkbox"/>	<input type="checkbox"/>	_____

Prepared by: Brent Jalipa

Date: April 19, 2018

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

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

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO

Alexander Apke, Christopher Beahn, Christine Han Beahn, Michel Bechirian, Spencer Jones,  
Anna Munoz, Peter Owens, Geoffery Pierce, Carolyn Radisch and Niloo Tehrani

Members of the TIC Owners Group

668-678 Page Street

San Francisco, CA 94117

668678pagestreet@gmail.com

MARCH 29 AM 11:05  
BY mw

March 29, 2018

VIA HAND DELIVERY

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

RE: Appeal of DPW Disapproval of Tentative Parcel Map for 668-678 Page St (ID 9475)

Dear President Breed and Honorable Members of the Board of Supervisors:

This letter notices our appeal of the Department of Public Works (DPW) disapproval of the above referenced proposed subdivision as noticed in March 28, 2018 letter signed by James Ryan and Bruce Storrs, PLS, City and County Surveyor. We believe the decision was improper due to its failure to fully consider the facts of the case and the applicable law. We further believe our application is accurate, truthful and fully meets the requirements of the Expedited Conversion Program (ECP). The detailed factual and legal basis for our appeal is contained in the documents attached to this filing notice.

Per instructions in the letter, we are filing the appeal within the 10-day appeal period together with a check for \$327 payable to San Francisco Department of Public Works. We appreciate your careful consideration of our appeal.

Sincerely,



Alexander Apke

on behalf of the above listed members of the 668-678 Page Street TIC Group.

Supporting Documents Attached:

March 28, 2018 DPW Disapproval Letter signed by James Ryan and Bruce Storrs

February 26, 2018 Letter: Scott Emblidge to SF Planning Commission w/ Exhibits A-W

January 2, 2018 Letter: Scott Emblidge to SF Planning Commission w/ Exhibits A-J



Mark Farrell  
Mayor

Mohammed Nuru  
Director

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: March 28, 2018

PID: 9475

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO

2018 MAR 29 AM 11:05

BY                     

Dear Applicant,

Regarding your application for a land subdivision at the following location(s):

Address: 668-678 Page Street

APN: 0843 / 015

This is a notice to inform you that Public Works disapproves this application pursuant to Planning Commission Motion No. 20132, adopted March 8, 2018 and hereby terminates PID 9475, being a 6 unit condominium conversion project on the stated parcel.

If you would like to file an appeal of Public Works disapproval, 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 \$327.00, payable to SF 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  
<http://sfbos.org/>

Additional information for filing an appeal may be found at the Board of Supervisor's website, under the "Tentative Subdivision Map" link:  
<http://sfbos.org/appeal-information>

For specific information about property history, zoning, planning applications, building permits, and more, please visit the Department of City Planning's website:  
<http://propertymap.sfplanning.org/>

If you have any further questions on this matter, our email address is:  
[Subdivision.Mapping@sfdpw.org](mailto:Subdivision.Mapping@sfdpw.org).

Sincerely,

 James Ryan  
2018.03.28 14:  
10:25 -08'00'

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

220 Montgomery St  
Suite 2100  
San Francisco  
California 94104

Ph: (415) 362-3599  
Fax: (415) 362-2006

www.mosconelaw.com

January 2, 2018

Scott Emblidge  
emblidge@mosconelaw.com

*Via Hand Delivery*

Rich Hillis, President  
San Francisco Planning Commission  
1650 Mission Street, Suite 400  
San Francisco, CA 94102-4689

Re: 668-678 Page Street Condo Conversion Application

Dear President Hillis and Members of the Planning Commission:

Our firm represents the owners of 668-678, whose application to convert the TIC units to condominiums ("the Project") is on your agenda for January 11, 2018. This should be a straight-forward matter. As your staff has demonstrated, the Project satisfies all the criteria for approval. We submit this letter brief because we believe it is likely that some members of the public will oppose the project at the January 11 meeting on spurious grounds and we would like to provide you with the true facts about their allegations.

### **Background**

The applicants are Geoffrey Pierce (668 Page); Peter Owens and Carolyn Radisch (670 Page); Spencer Jones (672 Page); Christopher and Christine Han Beahn (674 Page); Alexander Apke and Anna Munoz (676 Page); and Michel Bechirian and Niloo Tehranchi (678 Page). There are no tenants in building and all the applicants have been owners for many years.

Peter Owens purchased the building in 2002. He rehabilitated the aging structure and converted the property from apartments to TIC units in 2002 and 2003. The other applicants purchased TIC-related interest in the units beginning in 2003.

When Mr. Owens purchased the property there were four tenants, three of whom moved out in 2002. The remaining tenant, Iris Canada, wanted to remain in the building and Mr. Owens wanted to

help her do so. Accordingly, he negotiated an agreement with Ms. Canada in 2005 that converted her tenancy into a life estate, enabling her to reside in her unit for as long as she desired. (Exhibit A.) Ms. Canada, who was 89-years-old at the time and who had resided in the apartment for 40 years, was thrilled with this arrangement and very appreciative of Mr. Owens efforts.

Seven years later, in 2012, Ms. Canada moved out of the unit. In 2016, after it became clear that Ms. Canada did not intend to live in the unit any longer, Mr. Owens regained possession of the unit. We provide more details about this below.

### **Qualifications for Conversion**

The building meets all requirements for conversion of tenant-in-common ownership to condominiums under the San Francisco Subdivision Code. The building is entirely owner-occupied and has no tenants.

All the applicants have owned a share of the building for many years. Four of the units have been continuously owner-occupied as a primary residence for periods ranging from seven to fourteen years – far exceeding the minimum standard for conversion of three owner-occupied-units for six years. The building history has no disqualifying evictions and no disqualifying buy-outs. Your staff recommends approval of the application.

### **Why the Applicants Want to Convert**

---

The applicants are hard-working San Franciscans who represent a snapshot of this City, sending their children to neighborhood schools, volunteering their time to their neighborhood, and struggling to find a way to continue to live here despite sky-rocketing housing costs. Most of them are first-time homeowners. One applicant was born and raised in the Mission by her single working mom. Several of the applicants are raising families in the building, including three young children with a fourth on the way.

TIC ownership provided the applicants with an opportunity to own a home in a City they otherwise were priced out of. Condo conversion will help the applicants stay in their homes because it will allow the conversion of high-risk, high-cost, variable-rate TIC loans to standard fixed-rate mortgages. This

is critical to helping San Franciscans like the applicants retain homes when interest rates rise.

### **Why the Objections are Unfounded and Unfair**

While no one can dispute that the applicants are *entitled under the law* to have their application granted, several members of the public have demonized the applicants and exploited the situation of Iris Canada. If their motive is to make a point about tenant evictions, they are deliberately barking up the wrong tree. If their motive is to help Ms. Canada's grandniece obtain a unit to which she has no entitlement, their conduct is simply shameful. Regardless of their motives, nothing they say has any bearing on the applicants' rights under the law to have their application approved.

Here, briefly, are the relevant facts.

When Mr. Owens (along with his wife and brother) purchased the six-unit building in 2002, it had four tenants. Mr. Owens notified the tenants that he intended to renovate the building and remove the property from the rental market. He reached agreements with three of the tenants whereby they relocated. Mr. Owens and his brother renovated five of the six units. (Exhibit B [Owens Declaration without exhibits] at 1:25-2:3.)

The sixth unit was occupied by Ms. Canada. She was 86 years old at the time. Mr. Owens wanted to find a way to allow her to keep residing in her unit, but she could not lawfully remain there as a tenant. So, working with Ms. Canada's attorney, Mr. Owens conveyed to her a "life estate," which gave her the status of an owner (rather than a tenant) of her unit. It meant she would be entitled to live in her unit as long as she was physically able; her ownership would terminate only if and when she no longer resided in her unit. (Exhibit B at 2:4-20.)

Through this arrangement, Ms. Canada's monthly cost to remain in her unit went down – i.e., the cost she paid as an owner subject to a promissory note was less than the rent she paid as a tenant. It was also less than Mr. Owens' carrying costs for the unit. Mr. Owens did this to help Ms. Canada remain in the building. If he was a hard-hearted, profit-motivated Scrooge, he could simply have evicted her in 2002 (in compliance with all laws) when he purchased the building. (Exhibit B at 2:13-20 and at 19:23-27.)

All went well for several years. Ms. Canada and her neighbors had good relationships, with her more able-bodied neighbors helping her out with tasks like bringing in groceries. (Exhibit C [Apke Declaration] at 2:1-8; Exhibit D [Beahn Declaration] at 2:1-8; Exhibit E [Geoffrey Pierce Declaration] at 2:1-6; Exhibit F [Munoz Declaration] at 1:27-2:4; and Exhibit G [Bechirian Declaration] at 1:28-2:6.) But in about 2006 Ms. Canada began to show signs that she was no longer being able to care for herself. Her unit became increasingly cluttered. She sometimes left the gas on her stove on, or set off smoke alarms. (Exhibit H.) By 2012, the situation has deteriorated to the point that her unit was infested with rodents and other pests. (Exhibit B at 3:24-4:9.)

At that point, Ms. Canada's grandniece moved Ms. Canada to Oakland. From that point forward, Ms. Canada did not reside in her unit. (Exhibits C at 2:9-26; Exhibit D at 2:9-4:8; Exhibit E at 2:7-3:16; Exhibit G at 2:6-2:28.) Because her life estate required her to reside in her unit, her life estate ended when she relocated to Oakland in 2012. However, Ms. Canada's grandniece intervened by first blocking all Mr. Owens' efforts to contact Ms. Canada and help her cure the breach of her life estate, and later claiming that she should be able to take over Ms. Canada's unit. This resulted in Mr. Owens seeking the San Francisco Superior Court's assistance in ending Ms. Canada's life estate, and returning possession of the unit to Mr. Owens. The court found that Ms. Canada had "failed to permanently reside at 670 Page Street since 2012 in violation of the obligations of her life estate." (Exhibit I [January 25, 2017 Order] at 5:3-5.) The court awarded possession of the premises to Mr. Owens and ordered Ms. Canada's life estate terminated. (Exhibit J [March 22, 2016 Judgment] at 3:1-12.)

This unfortunate end to the applicants' relationships with Ms. Canada was exacerbated by the conduct of a few housing activists spurred on by Ms. Canada's politically connected grandniece. The activists made wild accusations in the press and staged violent protest rallies at the Page Street address. (See Exhibit C at 5:10-6:9; Exhibit D at 4:9-5:3; Exhibit E at 5:9-6:9; Exhibit F at 4:25-6:9; and Exhibit G 3:21-4:3.) Essentially, the activists exploited Ms. Canada's situation to make a political point.

But this application is not about politics; it is about whether the applicants meet the criteria in the Subdivision Code. The battle between Ms. Canada's grandniece and Mr. Owens simply has no bearing on this application.

We ask that the Commission look at the true facts, and evaluate this application based on those facts and the requirements in the Subdivision Code. We are confident that if the Commission does that, it will approve this application as the law requires.

Sincerely,

A handwritten signature in black ink, appearing to be 'G. Scott Emblidge', written over a horizontal line.

G. Scott Emblidge

cc: Members of the Planning Commission  
David Weissglass  
Jonas Ionin

**SELLER'S COPY**

The undersigned Grant(s) declares(s) that the  
DOCUMENTARY TRANSFER TAX  
IS \$1,250.00 COUNTY \$ CITY  
\_\_\_ computed on the consideration or value of property conveyed; or  
\_\_\_ computed on the consideration value less liens or encumbrances remaining  
at time of sale; or  
\_\_\_ other: \_\_\_\_\_

### GRANT OF LIFE ESTATE

APN: Lot 015, Block 0843  
Property Address: 668-678 Page Street  
San Francisco, CA

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

PETER M. OWENS and CAROLYN A. RADISCH, husband and wife, as community property with right of survivorship, as to an undivided 2/18th interest, and STEPHEN L. OWENS, a married man, as his sole and separate property, as to an undivided 1/18th interest, as Tenants in Common  
hereby GRANT A LIFE ESTATE to IRIS CANADA

as to the Grantors' specific interest in the real property in the City of San Francisco, County of San Francisco, State of California described as

See Legal Description attached and made a part hereto marked Exhibit "A",

pursuant to the following terms:

For the term of Iris Canada's natural life, for as long as she permanently resides, as the sole and only occupant, in the property commonly known as 670 Page Street, San Francisco, California,

Excepting, therefrom however, Iris Canada's right to rent, lease or sublet the 670 Page Street property and/or Iris Canada's right to have any other occupants living with Iris Canada at the 670 Page Street property, and the right of Iris Canada to assign, transfer, pledge or encumber her interest in the property so as to secure any financial arrangement other than to Grantors herein,

Further reserving to said Grantors the right to revoke this Grant of Life Estate should Iris Canada fail to remit payments pursuant to the Promissory Note of even date hereof, the right of Grantors to revoke this Grant of Life Estate should Iris Canada violate the terms of the Deed of Trust of even date hereof, and the right of Grantors alone to refinance the property of which this Grant of Life Estate is a part. Further reserving to said grantors any and all obligations to pay property taxes for the duration of the life estate.

In case of such revocation being made, it shall be made and can only be made in writing, duly acknowledged and recorded.

Dated:

STATE OF ~~CALIFORNIA~~ New Hampshire  
COUNTY OF ~~SAN FRANCISCO~~ Grafton  
On 6/14/05 before me Carrie A. Hamel  
personally appeared Peter  
m. owens and Carolyn A. Radisch  
personally known to me or proved to me on this basis of  
satisfactory evidence to be the person(s) whose name(s)  
is/are subscribed to the within instrument and acknowledged  
to me that he/she/they executed the same in his/her /their  
authorized capacity(ies) and that by his/her/their signature(s)  
on the instrument the person(s), or the entity upon behalf of  
which the person(s) acted, executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL.

Signature Carrie A. Hamel

**CARRIE A. HAMEL, Notary Public**  
**My Commission Expires February 5, 2008**

Peter M. Owens  
Peter M. Owens  
Carolyn A. Radisch  
Carolyn A. Radisch  
Stephen L. Owens  
Stephen L. Owens

STATE OF CONNECTICUT:

: ss: West Hartford June 15, 2005

COUNTY OF HARTFORD :

Personally appeared Stephen L. Owens, signer of  
the foregoing, who acknowledged the same to be his  
free act and deed before me

Kathleen C. Lauria  
Kathleen C. Lauria  
Notary Public  
My Commission expires: 2-28-07

Page 2 of 3

EXHIBIT A

LEGAL DESCRIPTION

Property Information

668-670-672-674-676-678 Page Street  
San Francisco, CA 94117

Legal Description - Assessor's Block 0843, Lot 015

Commencing at a point on the northerly line of Page Street; distant thereon 100 feet easterly from the easterly line of Steiner Street; running thence easterly along said northerly line of Page Street 37 feet 10 ½ inches; thence at a right angle northerly 15 feet 9 inches; thence northwesterly along a line which if extended would intersect the easterly line of Steiner Street at a point thereon 76 feet 5 inches northerly from the northerly line of Page street 4 ½ inches, more or less, to a point distant 137 feet 6 inches easterly from the easterly line of Steiner Street; measured along a line drawn at right angles thereto; thence northerly and parallel with Steiner Street 91 feet 9 inches; thence at a right angle westerly 37 feet 6 inches; thence at a right angle southerly 107 feet 6 inches to the northerly line of Page Street and the point of commencement.

Being a portion of Westerly Addition Block No 370.

ZACKS, FREEDMAN & PATTERSON, PC  
235 MONTGOMERY STREET, SUITE 400  
SAN FRANCISCO, CALIFORNIA 94104

ELECTRONICALLY  
**FILED**

Superior Court of California,  
County of San Francisco

**10/28/2016**  
Clerk of the Court

BY: CAROL BALISTRERI  
Deputy Clerk

Andrew M. Zacks (SBN 147794)  
Mark B. Chernev (SBN 264946)  
ZACKS, FREEDMAN & PATTERSON, PC  
235 Montgomery Street, Suite 400  
San Francisco, CA. 94104  
Tel: 415.956.8100  
Fax: 415.288.9755

Attorneys for Plaintiffs  
Peter M. Owens  
Carolyn A. Radisch  
Stephen L. Owens

**SUPERIOR COURT – STATE OF CALIFORNIA**

**COUNTY OF SAN FRANCISCO - UNLIMITED CIVIL JURISDICTION**

PETER M. OWENS, an individual,  
CAROLYN A. RADISCH, an individual,  
STEPHEN L. OWENS, an individual,  
Plaintiffs,

vs.

IRIS CANADA an individual, OLD  
REPUBLIC TITLE COMPANY, a California  
corporation, and DOES 1-10, inclusive,  
Defendants.

Case No.: CGC-14-543437

**DECLARATION OF PETER M. OWENS  
IN SUPPORT OF PLAINTIFFS'  
MEMORANDUM OF POINTS AND  
AUTHORITY IN SUPPORT OF SETTING  
BOND AMOUNT FOR STAY PENDING  
APPEAL AND OPPOSITION TO STAY  
PENDING APPEAL**

Date: November 1, 2016  
Time: 2:00 p.m.  
Dept.: 502  
Judge: Hon. James A. Robertson, II

I, Peter M. Owens, declare as follows:

1. I have personal knowledge of the following facts discussed below and would testify truthfully thereto if called to do so.

2. My wife, brother and I bought the six unit building located at 668-678 Page Street, San Francisco, California in August 2002. In September 2002 we noticed the four occupied units of our intent to remove the building from rental use under the Ellis Act as of

1 January 2003. Following all proper noticing and procedures, three of the tenants moved out of  
2 the building in late 2002 / early 2003. During this time I lived on the property with my brother  
3 Christopher and renovated and sold five of the six units as TIC units by late 2003.

4 3. The remaining unit, first floor unit 670, had been occupied by then 86-year old  
5 Iris Canada since November 1, 1965. As her neighbors, we got to know Iris Canada well and  
6 decided we wanted to find a way to keep her in her longtime home. However, under Ellis Act  
7 removal rules, she was not the allowed to remain as a renter. After a yearlong discussion with  
8 attorneys of alternatives to renting that would not jeopardize our long-term interests, we settled  
9 on the concept of a "life estate" in early 2004. We agreed to finance her purchase of a life  
10 interest in her unit so long as she *"permanently resides as the sole and only occupant"*  
11 (attached as Exhibit A). She would cease to be a tenant paying rent, and instead become an  
12 owner of a recorded property interest repaying a zero interest \$250,000 loan in increments of  
13 \$700 / month. The balance of the loan is forgiven at the time of her death. As explained in a  
14 January 31, 2015 email exchange with her attorney, \$700 / month obligated us to indefinitely  
15 subsidize more than 50% of her home's \$1,500 / month carrying cost for as long as she lived  
16 there. It also testifies to our explicit concern for Iris Canada's welfare—to *"make sure this will*  
17 *work for Iris"* and that *"we care about her well-being"* (attached as Exhibit B).  
18  
19

20 4. By design, the life estate benefited Iris Canada, and Iris Canada alone, so long  
21 as she actually lived there, independently and on her own. Iris Canada understood this  
22 condition and freely agreed to it while represented by excellent counsel. In a January 26, 2005  
23 email between from her attorney, Steve Collier and our attorney Denise Leadbetter (attached as  
24 Exhibit C), attorney Collier reports *"I have reviewed the life estate documents and discussed*  
25 *them with my client."* His outlines his three remaining concerns: payment amount, loan terms,  
26  
27  
28

1 and property taxes. There is no expressed concern what-so-ever about the independent living  
2 clause ("*permanently residing as the sole and only occupant*") or about any desire to purchase  
3 the unit. To the contrary, he notes Iris Canada has no assets and a very limited, fixed income.  
4 He is primarily concerned that her estate does not incur any debt or expense that she would be  
5 unable to pay.  
6

7 5. The independent living clause was critical to protecting us against a family  
8 member or other persons unknown to us attempting to claim rights to the unit that were not  
9 theirs to claim. In a second January 31, 2005 email to attorney Leadbetter, I discuss the  
10 significance of the clause "*as long as she permanently resides as the sole and only occupant*"  
11 (attached as Exhibit D). I go on to say "*while this protects us from someone moving in, it*  
12 *doesn't really address the problem of what happens if she reaches the point where she can*  
13 *longer no longer take care of herself.*" After discussing several options, I wonder to what  
14 extent "*a few distant nieces in the East Bay*" would be willing or able to help if she needed it.  
15  
16

17 6. It is critical to understand that the media headlines about the alleged  
18 displacement of a 100-year-old widow does not change the fact that there is clear agreement  
19 among the parties that Iris Canada is no longer able to live independently at 670 Page Street (or  
20 anywhere else for that matter)—that she is no longer able to meet the requirement to  
21 "*permanently reside as the sole and only occupant.*" She has simply reached an age where  
22 that is no longer possible.  
23

24 7 As early as 2006, written communications show Iris Canada becoming slowly  
25 less able to live on her own. In a February 15, 2006 email, social worker Sara Madigan of the  
26 Community Health Resource Center reports that while Iris Canada is a pretty functional and  
27 independent 90-year-old, she is experiencing some social withdrawal and minor memory  
28

1 issues. She also reports some clutter and hazards in the apartment but Iris said "*her nieces*  
2 *haven't had time to help her*" (attached as Exhibit E). By January 26, 2009, a letter from Larry  
3 Henderson of Adult Protective Services shows that her situation has declined considerably. He  
4 reports seven documented incidents of the gas being left on or smoke filling the apartment. He  
5 also reports that Iris' niece (also named Iris) "*was supposed to be working on the issue but I*  
6 *have not heard back from her in some time now*" (attached as Exhibit F).

8 8. By the summer of 2012, the situation had gotten so bad that apartment had  
9 become infested with rodents and pests (see full description on page 8 of my October 1, 2015  
10 declaration) and her grand niece, Iris Merriouns, was forced to move her out to live with her in  
11 Oakland. In Iris Merriouns own sworn deposition on October 7, 2015, (answering questions  
12 posed by attorney Mark Chernev) she corroborates that her aunt is simply no longer able to  
13 stay overnight by herself—especially at the Page Street apartment.

15 Q. So when you stay in 9969 Empire Road, your aunt is with you?

16 A. Typically she's with me, and if she has an appointment, she's over here and in  
17 San Francisco, depending on who has the time.

17 Q. Can she stay by herself?

18 A. I don't trust her to stay by herself, especially at the Page Street address  
19 (attached as Exhibit G, Page 32, Lines 15-22)

20 Iris Merriouns again corroborates the inability of her aunt to live on her own under the terms of  
21 the life estate in an April 28, 2016 radio interview on KGO's Brian Copeland Show (the full  
22 audio recording at <https://audioboom.com/posts/4497961-april-28-2016-3pm>). At minute 12:53  
23 of the audio file she suggests her aunt cannot live under the terms of the life estate because "*it*  
24 *is not consistent with a person aging.*" At minute 35:56 of the audio file she goes on to  
25 confirm that the life estate does not work for her aunt and wants the conditions changed "*they*  
26 *(the life estate conditions) have to be (changed).*" While a detailed chronology of the  
27 unoccupied status of 670 Page Street from July 2012 to March 2016 is contained within the  
28

1 transcript, the unavoidable conclusion of Iris Merriouns' own testimony is that since 2012 her  
2 aunt has not be able to abide by the condition that she "*permanently reside as the sole and only*  
3 *occupant*" and therefore has been in violation of the life estate for at least four years.

4 9. As a condition to our fellow TIC owners granting permission to have a life  
5 estate interest granted to Iris Canada, we agreed to take full responsibility to ensure Iris Canada  
6 abided by the terms of her agreement. Their permission was needed because TIC buildings are  
7 jointly titled with all owners on the same deed. Thus, in conjunction with granting the life  
8 estate in June 2005, the TIC group executed the 4th Amendment to our TIC Agreement  
9 (attached as Exhibit H). The amendment states that if Iris Canada violates the terms of her  
10 agreement, Carolyn, Stephen and I, the unit's owners, are compelled to "*take all necessary*  
11 *action to revoke Iris Canada's Life Estate and remove Iris Canada.*"

12 10. For more than two years, we have gone to extraordinary lengths and expense to  
13 give Iris Canada every opportunity restore her life estate and even expand it to better suit her  
14 needs. All we have asked in return is her simple cooperation with a condominium conversion  
15 application that her own lawyers and a judge have assured her would have zero impact on her  
16 rights. However, at the insistence of Iris Merriouns, she has consistently refused for reasons  
17 unknown to us until late July 2016 when Merriouns, through her attorney, demanded the forced  
18 sale of the property as a condition of her aunt's cooperation. These efforts are summarized in  
19 my August 24, 2016 "Final Appeal" letter to Iris Merriouns (attached as Exhibit I).

20 11. Whatever hardship exists is entirely of her own making. She has been in  
21 violation of the life estate for over four years. Whether or not she is granted a stay pending  
22 appeal will not change her situation. She is unable to live on her own at Page Street now. She  
23 will continue to not be able to live on her own at Page Street going forward—with or without  
24  
25  
26  
27  
28

1 the stay. Nothing changes for her. There is no hardship. Iris Canada is completely free to  
2 continue to not live as the sole and only occupant of 670 Page. While she may complain about  
3 losing a sense of home and memory, there is absolutely nothing in our agreement that obligates  
4 us to forfeit our own use and enjoyment of our property so she can to store her photographs,  
5 furniture and memories and occasionally visit them from her primary residence in Oakland.  
6 Furthermore, any claim of hardship is entirely of her own making. She has always had the  
7 power to cure the violation and restore her rights. Against the advice of her own attorney's in  
8 open court she has consistently refused to act to restore her life estate. She has done so at her  
9 own peril. Unlike Iris Canada, we are not free to act to restore her life estate. She is in  
10 violation. We are compelled to remove her.  
11

12 12. The delayed recovery, continued stays, and tactics and blatantly false  
13 allegations and strategy employed by Iris Canada, and to a greater extent her niece, have  
14 created an enormous financial and emotions hardship for us that continues seemingly  
15 indefinitely. These hardships are material and substantive.  
16

17 13. After six frustrating months (including over our 2014 family vacation) of having  
18 our requests to contact Iris Canada to discuss the unoccupied and disheveled state of the  
19 property blocked at every turn by her niece Iris Merriouns, we were compelled by binding  
20 agreement to revoke the life estate and remove Iris Canada. The stress of have to take legal  
21 action against someone you care about without even being able to discuss it with them took an  
22 enormous toll on me. It was especially stressful because the remedy was so incredibly  
23 simple—a signature that would have no impact on her whatsoever. The stress was further  
24 compounded by my professional role as the director of the city office with responsibility of  
25 protecting our most vulnerable citizens. But I was 3,000 miles away and had been cut off from  
26  
27  
28

1 all contact for over two years. On December 14, 2014 I sent one last letter on to Iris Canada by  
2 certified mail (it was signed for and received by both Iris Canada and Iris Merriouns) pleading  
3 with her to contact me before I was forced to act (attached as Exhibit I-a).

4 *"I am also afraid my efforts to reach you have been stressful on little Iris. Please*  
5 *apologize to her for me. My only intent has been, and remains, to talk to you about*  
6 *signing the application. But even after three months of trying to communicate thru*  
7 *attorneys, we have failed to make any headway. Because I have not heard from you, my*  
8 *attorney has advised me we have no option left but to file a lawsuit in court. Given our*  
9 *history, this makes me very sad. I remain only a phone call away. I would even be*  
10 *willing to fly out to San Francisco to sit down with you if that would make it easier for*  
11 *you to answer my questions."*

12 But again, nothing but silence in return. I was left with no choice but to initiate legal action.

13 14. That was only the beginning of a two-year nightmare. Iris Merriouns willfully  
14 and knowingly deployed every delay and diversionary trick in the book to drag out proceedings  
15 and force us to incur enormous legal expenses—summarized in attached Exhibit J. By the  
16 spring we had drained our savings and had to refinance the equity in our home to keep up with  
17 expenses. Within few more months we started to compile legal bills that we had no way to pay  
18 and on top of that were facing the additional expense of our eldest child starting college in the  
19 fall. By the end of 2015 our legal bills were in excess of \$100,000—all due to the bad faith of  
20 Iris Merriouns and my failure to secure a simple signature.

21 15. But that is just the opening act of our hardship. More bad faith legal tactics and  
22 changes in attorneys caused further delay and pushed the trial date from December to January  
23 to February to March. The trial finally took place on March 21 and 22. Iris Canada and Iris  
24 Merriouns didn't appear and we were awarded full possession of the unit. Whatever relief we  
25 felt was short-lived. Because she knew she had no chance in a court of law where testimony is  
26 taken under oath and perjury is a felony offense, Iris Merriouns instead choose to litigate her  
27 case in the court of public opinion. After she prevented my attorney access to view the unit  
28

1 both in violation of the rules of discovery and *two* separate court orders commanding her to  
2 permit access for months before the trial, days before the first scheduled trial date (which she  
3 eventually filed a Federal Removal specifically to prevent), she cleaned up the apartment,  
4 staged her aunt to look like she had been living there all along and invited the television  
5 cameras to film the alleged travesty of a 99-year-old-widow being thrown out of her long time  
6 home (see summary of activity on page 15, line 13). It was a very convincing story and quickly  
7 spread as a national news story (attached as Exhibit K). We were vilified across the internet.  
8

9 16. The impact of the publicity on our lives was both fierce and swift. We were  
10 completely caught off guard. Goaded on by housing activists, the local media in Vermont  
11 picked it up story. And while the truth was on our side, it was nearly impossible to counter the  
12 powerful but fraudulent story of a 99-year-old widow being evicted. Within 48 hours of the  
13 protests and news stories, I realized I had no choice to but resign from my job as Director of  
14 Community and Economic Development. No matter what the facts were, the association of my  
15 name with such a horrible story was damaging to both the Mayor and my department (attached  
16 as Exhibit L). The loss of my job has cut our family income in half as well as losing our health  
17 benefits. My professional reputation has been severely harmed. This had both an immediate  
18

19 and severe impact on my ability to support my family. Until the matter is finally settled in  
20 court, the stigma of my association with this unresolved case will continue to create an  
21 enormous hardship to prospects of future employment. Any further delay in the case only adds  
22 to our double jeopardy hardship—mounting legal debt and loss of income.  
23

24 17. Adding insult to injury has been the shameless slandering and harassment of my  
25 wife and I by Bay Area housing advocates who couldn't resist making headlines at any cost to  
26 promote the very real problem of vulnerable seniors being displaced in San Francisco by  
27  
28

1 unfairly scapegoating us while ignoring the real story—Iris Merriouns' real estate grab.  
2 Inflammatory social media posts with language and our phone and email addresses resulted in  
3 many hundreds of angry and indignant emails and phone calls (attached as Exhibits M & N).  
4 As the case has dragged out over the summer and fall with stay after stay, activists have  
5 continue to launch personal attacks on us based on lies and misinformation. Any additional  
6 stays will only expose my family and I to further hardship and insult.  
7

8 18. My neighbors on Page Street have also suffered extreme stress, harassment,  
9 economic hardship and disruption of their home life by the actions of Iris Merriouns and the  
10 activists. As they have noted in their declarations, they have been victimized by unjust  
11 harassment and regular protests—people chanting in the street, defacing their property,  
12 screaming in their faces and disrupting their lives (attached as Exhibit O). Not surprisingly, the  
13 protests and media events are some of the only times that Iris Canada has come to the property  
14 over the past five months. After the media leaves, Iris Canada and her family get back in Iris  
15 Merriouns' car and drive back to Oakland. Ironically, my neighbors are all folks who cared for  
16 and looked after Iris Canada for the many years she was lived among them. All they have  
17 asked is that Iris Canada uphold her agreements and do them no harm.  
18  
19

20 19. Iris Merriouns herself has personally attacked and harassed me for over two  
21 years. She has accused me of forgery, fraud, theft, breaking and entering, lying, elder abuse  
22 and cruelty. She filed a criminal complaint against me in May 2015 (a full year after the  
23 alleged incident) that forced me to hire a criminal defense attorney and incur added expense.  
24 The charges were all baseless and nothing ever came of them. She further accused me of  
25 "slavery" and "putting a rope around her aunt's neck" in the San Francisco Chronicle (attached  
26 as Exhibit P). Despite these affronts, I have always strived to work in good faith and remain  
27  
28

ZACKS, FREEDMAN & PATTERSON, PC  
235 MONTGOMERY STREET, SUITE 400  
SAN FRANCISCO, CALIFORNIA 94104

1 respectful and understanding in the face of her continual bad faith and scheming. I believe my  
2 long record of reasoned communication with her reflects this. However, enduring such  
3 assaults has been emotionally stressful and damaging. I have lost a lot of sleep and suffered  
4 great hardship. Any additional stays will only enable her to continue her campaign of  
5 intimidation and bullying in pursuit of property rights that are not hers to take.  
6

7 20. Finally, the dragging out of court proceedings since the March Judgment is  
8 exacting a mounting emotional and financial toll on my family and myself. Over the past six  
9 months I have worked nearly full time trying to bring this conflict to resolution. I have made  
10 several good faith trips to San Francisco to attempt to negotiate a settlement. I have spent  
11 hundreds of hours pleading a path of reason and resolution to community leaders, clergy,  
12 elected officials, activists, the media and virtually anyone else who will listen. My attorneys  
13 have spent the better part of three months attempting to negotiate settlement and another two  
14 months attempting to execute the writ of possession in the face of stay after stay. In 2016, we  
15 have incurred additional legal debt well in excess of \$100,000 bringing our total costs close to  
16 \$250,000. Given a simple remedy has been available to Iris Canada all along that is simply  
17 insane. Without a job, I am planning to move to San Francisco to renovate our property with  
18  
19

20 sweat equity as soon as we have possession of the unit. Given her age and circumstance, there  
21 is no reasonable possibility that Iris Canada could ever again meet the life estate condition of  
22 "*permanently residing as the sole and only occupant of the premises*" even if all her appeals  
23 were upheld. In light of this, it is simply not fair to continue to deny us the economic use of  
24 our property that was awarded to us in March in the face of our extreme economic hardship.  
25 Any additional stays will only further increase the burden of our already massive hardship.  
26  
27  
28

1           21.     The two years of correspondence that follows demonstrates beyond any  
2 reasonable doubt that Iris Canada moved out of her unit in July of 2012, has been in continuous  
3 violation of the life estate ever since. There is simply no getting around that fact, and the  
4 allegations now regarding a forced sale still do not dispute this evidence. The email record and  
5 chronology clearly shows she was not away on vacation or temporarily in the hospital; up until  
6 March 2016, she was simply not there. This fact is further corroborated by the declarations of a  
7 number of people who lived in the building for the past four years submitted separately.  
8

9           22.     July 12, 2012 email conversation between myself and Michel Bechirian  
10 discussing our alarm and concern over the disappearance of Iris Canada with mail piling up at  
11 her door (attached as Exhibit Q).  
12

13           23.     September 23, 2012 email to Iris Merriouns recounting our recent conversation  
14 where she reported that Iris Canada had been "temporarily" moved out and was living with  
15 family while a rodent and pest infestation was cleaned up (attached as Exhibit R).  
16

17           24.     August 17, 2013 a frustrated email to Iris Merriouns asking for a status report  
18 on Iris Canada who had now been gone from the apartment for over a year and is four months  
19 behind in loan payments. I had not heard a word from either Iris since the previous September  
20 (attached as Exhibit S).  
21

22           25.     September 3, 2013 email chain from Iris Merriouns reporting back that  
23 payments had been delayed as she had been sick and out of the country for three months. She  
24 does not respond to my clear request on when or if Iris Canada would return to the unit  
25 (attached as Exhibit T).  
26

27           26.     December 3, 2013 email chain with Chris Beahn (who resides above Unit 670)  
28 and Iris Merriouns concerning the need to gain entry to unit to install a carbon monoxide

1 detector in the unoccupied unit (attached as Exhibit U). She promises to do it on the weekend.

2 At this point, to the best of my knowledge, Iris Canada has not set foot in the apartment for a  
3 year and a half and she had still offered no response to my request for an update on the status  
4 of Iris Canada.

5 27. March 17, 2014 email chain with Michel Bechirian (long time neighbor) and  
6 Iris Merriouns concerning access to the unit (now unoccupied by Iris Canada for 21 months)  
7 for a site survey on April 20th. Although Iris Merriouns promised to show up, she was a no  
8 show and Michel used the emergency key to gain access to the unoccupied unit (attached as  
9 Exhibit V).

10 28. June 26, 2014 email to Iris Merriouns summarizes my face to face meeting in  
11 Oakland with her and Iris Canada in late May immediately following my inspection of the unit  
12 at 670 Page Street (attached as Exhibit W). During that inspection, I directly observed an  
13 apartment that had been unoccupied for a very long time. All the water in the toilet bowl had  
14 evaporated, the kitchen calendar showed July 2012, and the apartment was in complete  
15 disarray with rodent traps everywhere and the rear door being blocked by piles of putrid urine  
16 soaked carpeting and debris. During our meeting Merriouns asked me not to discuss the state  
17 of the apartment with her aunt because *"it would upset her."* Merriouns also confirmed Iris  
18 Canada was living with her in Oakland and going to an Oakland Senior Center while she was  
19 at work. She also told me Iris Canada could not be left alone and that was very stressful for  
20 her. In the follow up email, I ask for her Oakland address so I can send her a card. I advise her  
21 that work needs to be done on the unit, that we assume she still wishes to retain her rights, and the  
22 prospective sub-division of the building as condominiums required Iris to sign paperwork that  
23 would have no impact on her life estate rights. She never responded.

1           19.     September 14, 2014 email to Iris Merriouns summarizing three months of  
2 efforts to reach Iris Canada and describing my frustration at her complete unresponsiveness  
3 (attached as Exhibit X). *"As you know, I have been unsuccessful in my attempts to contact*  
4 *your great Aunt Iris Canada thru you since mid June. A full transcript of those efforts are*  
5 *included below. As I explained in numerous emails, texts, and voicemails, I need to speak with*  
6 *Iris about: 1) executing some paperwork; 2) the code work being done at 670 Page; and 3) the*  
7 *status of her Life Estate. Due to the lack of response, I have handed the matter over to our*  
8 *attorney (Andrew Zacks)."* Again, there was no written response but she did call me to  
9 complain about the removal of debris that had been blocking the back egress door in late May  
10 per the instructions of the San Francisco Department of Building Inspection inspector and  
11 reiterated in his final inspection report. It was clear she had not even set foot on the property  
12 since late May despite my face to face report on the state of disarray in the apartment. It had  
13 now been 26 months since the unit was occupied by Iris Canada.  
14

15           20.     September 17, 2014 email to Iris Merriouns following up on phone conversation  
16 (attached as Exhibit Y). She called in response to a communication from attorney Zacks  
17 requesting 1) she contact him concerning the condominium conversion process, confirming 2)  
18 Iris Canada's assistance would have no impact on her rights and informing her 3) that if she did  
19 not choose to respond, we would be forced to invoke our rights under the life estate. I confirm  
20 in my email there would be no need for further involvement of attorneys if she cooperated.  
21

22           21.     September 21, 2014, follow up email to Iris Merriouns in which I notified her  
23 that due to her lack of response, I was referring the matter back to our attorney (attached as  
24 Exhibit Z). I once again requested contact information for Iris Canada. Again no response.  
25  
26  
27  
28

1           22.     October 1, 2014 email from Michel Bechirian on behalf of the TIC group  
2 advising me that if cooperation was not secured soon, the TIC group would compel me to  
3 *"take all necessary action to revoke Iris Canada's Life Estate and remove Iris Canada"* as we  
4 are obligated to do by the Fourth Amendment to our TIC Agreement if Iris Canada violates the  
5 life estate agreement (attached as Exhibit AA). It was now clear she had been in violation of  
6 the life estate for more than two years by her failure to permanently reside as the sole and only  
7 occupant.

9           23.     October 14, 2014 email from Geoff Pierce (common wall neighbor to 670 Page)  
10 reporting Iris Canada in the building for the first time in more than two years. *"Iris is in the*  
11 *building. I REPEAT. Iris is in the building."* In a follow-up email that evening, he recounts his  
12 strange conversation with Iris Merriouns (*"young Iris"*) and wonders why she is *"bringing Iris*  
13 *all the way over (from Oakland) to do a dog and pony show"* (attached as Exhibit BB).

15           24.     November 15, 2014 email from Geoff Pierce with photo of Iris Canada's front  
16 door with a week of unclaimed UPS delivery notices. From October forward, the building  
17 occupants are paying particular attention to when either Iris is seen on the property. He reports  
18 the niece came alone for a short time with another woman (attached as Exhibit CC).

20           25.     December 19, 2014 email from Michel Bechirian reporting both Irises arriving  
21 at the building at 9:30 pm. Alex Apke (another longtime neighbor) reports them both leaving  
22 30 minutes later (attached as Exhibit DD). This the second time Iris Canada has been on the  
23 property for a short time that fall. The unit has now been unoccupied for a full two and half  
24 years.

26           26.     May 8, 2015 email from Geoff Pierce reporting the arrival of both Irises at the  
27 building for 2.5 hours and the arrival of the process server (attached as Exhibit EE). Since  
28

1 December, Iris Merriouns had been playing a cat and mouse game with our attorney Mark  
2 Chernev to cause delay, pile up our legal expenses, and avoid being served legal papers.

3 27. October 7, 2015 email to Mark Chernev forwarding report of both Irises staying  
4 overnight in the unit on the night of October 6<sup>th</sup> in advance of Iris Merriouns October 7<sup>th</sup>  
5 deposition (attached as Exhibit FF). The email chain also reports the retrieval of legal notices  
6 that had been piling up at the door since August 20<sup>th</sup>. To the best of my knowledge, this is the  
7 first time Iris Canada had stayed overnight in the unit in 39 months—over three years—and  
8 only the fourth time she had been on the premises in that period. She has never been there by  
9 herself. She is clearly not permanently residing as the sole and only occupant.

10  
11 28. November 22, 2015 email from Geoff Pierce to Mark Chernev reporting both  
12 Iris Canada and Iris Merriouns in the building that evening with a cleaning crew (attached as  
13 Exhibit GG).

14  
15 29. March 4, 2016 email exchange with Geoff Pierce, Alex Apke, and Mark  
16 Chernev in which Alex reports seeing both Irises carrying bags and suitcases into the building  
17 several times in the last 2-3 weeks. Geoff reports hearing "*more activity in there than I have*  
18 *ever heard in the past 5 years.*" I worry that they are staging the apartment to make it appear  
19 as though Iris Canada is living there just before the trial date (attached as Exhibit HH). Mark  
20 responds that because of the defendant's refusal over 15 months to allow inspection to  
21 evidence that Iris Canada had been living there resulted in discovery sanctions that should  
22 prevent any kind of evidentiary bait and switch in the court room. Previously referenced  
23 Exhibit J provides a full accounting of all the delay tactics and bad faith employed by Iris  
24 Merriouns over a year and a quarter of legal proceedings.  
25  
26  
27  
28

1           30.     March 9 & 10, 2016 emails from Alex Apke and Geoff Pierce reporting an  
2 unknown person is now living in the unit for unknown reasons (attached as Exhibit II & JJ).  
3 They have seen him coming and going and include a photograph of a package addressed to him  
4 being to delivered to the unit. He is reported to have been staying with Iris Canada at the unit  
5 for several days.

6           31.     March 14, 2016 email from Geoff Pierce reporting Comcast Truck installing  
7 cable service at 670 Page Street just days before the trial date (attached as Exhibit KK). All of  
8 this sudden flurry of activity after four year of nothing is clearly part of staging the apartment  
9 for the purposes of trying her case in the court of public opinion rather than a court of law  
10 where perjury is a felony.

11           32.     The trial occurred on March 21-22. The court issued a Judgment in our favor  
12 terminating the Life Estate, foreclosing the Deed of Trust and awarding us full possession of  
13 670 Page Street (attached as Exhibit LL). It additionally granted our Motion for Summary  
14 Judgment (attached) finding that, based on the evidence presented, "*Defendant Iris Canada*  
15 *has failed to permanently reside at the premises as the sole and only occupant*" (attached as  
16 Exhibit NN). The verdict is entirely consistent with record evidenced by the nearly four years  
17  
18  
19 (from 2012 to 2016) of emails and communications described above.

20           33.     From April thru the end of August—five months—we bent over backwards  
21 again and again to restore the life estate and bring the matter to mutually agreeable conclusion.  
22 Our efforts were blocked at every turn by the bad faith actions of Iris Merriouns.  
23

24           34.     In mid-April, in response to the defendant's Motion for Relief of Forfeiture, in  
25 advance of the ruling we offered the defendant full relief in exchange for cooperation on the  
26  
27  
28

1 condominium conversion. In the courtroom, against the advice of both of her attorneys, Iris  
2 Merriouns pressured Iris Canada to refuse.

3 35. On April 27, 2016, the court, determining that the violation was *not* "grossly  
4 negligent, willful or fraudulent" granted to the defendant's Motion for Relief of Forfeiture  
5 (attached) subject to the Defendant compensating our legal fees and complying with the life  
6 estate terms (attached as Exhibit MM). Again we offered to waive the ordered legal fees in  
7 exchange for cooperation on the condominium conversion (attached as Exhibit OO). Again,  
8 against the advice of both of her attorneys, Iris Merriouns pressured Iris Canada to refuse.  
9

10 36. After listening to a radio interview with Iris Merriouns on the Brian Copeland  
11 show, I optimistically concluded that the whole conflict MAY have been rooted in a basic  
12 misunderstanding of the life estate by Iris Merriouns. On May 28, 2016 I took the initiative to  
13 write to Iris Merriouns and request a meeting (attached as Exhibit PP). I travelled to the west  
14 coast to meet with Iris Canada, Iris Merriouns and her father in early June for over two hours to  
15 better understand their concerns. Based on that conversation and a second conversation with  
16 Iris Merriouns two days later from the airport, it was my belief we would be able to reach a  
17 settlement.  
18

19 37. Despite the arrival of a new attorney (now the defendant's 10<sup>th</sup> attorney),  
20 Dennis Zaragoza, I continued to encounter more non-responsiveness to my emails and phone  
21 calls. Finally, on June 30, 2016 I sent a letter directly to Iris Canada outlining settlement terms  
22 that I understood to address every possible issue they had raised with the goal of settling prior  
23 to Iris Canada's 100<sup>th</sup> birthday on July 13<sup>th</sup> (attached as Exhibit QQ). Despite promising  
24 otherwise, Iris Merriouns refused to let me visit with her aunt after travelling across the  
25  
26  
27  
28

1 country to wish her a happy birthday. However, I retained some slim hope that settlement  
2 discussions might still be successful.

3 38. Over the course of many communications between attorney's in the month of  
4 July, we agreed to several other requests including setting aside the judgment and offering Iris  
5 Canada the right of first refusal. However, in late July it became apparent that the defendant  
6 had a new condition—she was going to insist on a forced sale at a deeply discounted price  
7 despite having been told in our face to face meeting in June that was not acceptable us. Mark  
8 Chernev replied as such in his August 4, 2016 letter (attached as Exhibit RR).

9  
10 39. On August 8, 2016 Iris Merriouns violated our good faith agreement to refrain  
11 from any further legal action during settlement discussions by filing a notice of appeal  
12 contesting the legal fees that we had already offered to waive for the past three months. This  
13 was a huge disappointment. On August 9, 2016 I wrote back to her to express my dismay at  
14 her action and my understanding that she was no longer interested in settling (attached as  
15 Exhibit SS)  
16

17 40. On August 10, 2016 the court granted our motion finding non-compliance with  
18 condition of relief and compelling execution of writ of possession "*promptly and without*  
19 *delay*" (attached as Exhibit TT)  
20

21 41. Despite this ruling in our favor, we delayed serving the sheriff until the end of  
22 the month in order to give the defendant every possible chance to drop her demand for a forced  
23 sale of our property. On August 24, 2016, I sent out a "*Final Appeal for Iris Canada*" to Iris  
24 Merriouns and cc'd anyone and everyone I could think of in the Bay Area that might be able to  
25 exercise some influence over this matter including the Bishop of her church, her family,  
26 housing activists, the media, the District Attorney, the Mayor and the Board of Supervisors  
27  
28

1 (attached and previously referenced as Exhibit I on page 5). Despite multiple follow up  
2 communications with Iris Merriouns between attorney Chernev and attorney Zaragoza, she  
3 refused to withdraw her forced sale demand and we proceeded with re-possession of the  
4 unoccupied unit as promised in my letter in early September.

5  
6 42. Despite the benefit of nearly two months of additional time in September and  
7 October due to multiple court granted stays, the defendant has still declined to bring forward a  
8 settlement offer without a forced sale demand.

9  
10 43. On September 18, 2016 I sent a certified letter to Iris Canada at 670 Page Street  
11 in San Francisco telling her that *for more than two years I literally done everything within my*  
12 *power to get you back home* and how badly I felt that the actions of her niece had denied her  
13 the chance to return home and created needless stress in her golden years (attached as Exhibit  
14 UU). The US Postal Service letter reported on October 21, 2016 that the letter had been  
15 returned after 21 days as undeliverable due to no recipient at the address and expiration of  
16 holding period (attached as Exhibit VV)—a final testament to Iris Canada's continued failure  
17 to permanently reside at the sole and only occupant at 670 Page Street.

18  
19 44 Finally, my declaration addresses allegations that 1) the life estate was a ruse to  
20 avoid future disqualification from condominium conversion and 2) that Iris Canada was  
21 unfairly denied the opportunity to purchase her unit outright.

22  
23 45. The allegation that we opted for the life estate to avoid a disqualification on a  
24 future application for condominium conversion is a complete fabrication and would have been  
25 impossible because the legislation restricting condominium conversion of buildings with  
26 certain evictions was still more than three years in the future. In early 2003 all tenants except  
27 Iris Canada moved out due to termination of their tenancy under the Ellis Act. Because our  
28

1 desire was to avoid displacing Iris Canada if at all possible, we voluntarily granted her an  
2 extension and spent a year and a half to drafting, revising and executing the life estate with her  
3 attorney, Stephen Collier of the Tenderloin Housing Clinic.

4 46. In a January 26, 2005 email attorney Collier reports *"I have reviewed the life*  
5 *estate documents and discussed them with my client"* and identifies three remaining concerns:  
6 1) monthly payment amount, 2) loan repayment terms, and 3) property taxes—none are related  
7 to condominium conversion (attached as previously referenced Exhibit C on page 3). In my  
8 January 31, 2005 email to our attorney Denise Leadbetter, I summarize our good faith intent to  
9 protect the welfare of Iris Canada. *"It has always been our interest to make sure this will work*  
10 *for Iris. We realize that she doesn't have any financial reserves or much in the way the way of*  
11 *family to fall back on. We have gone to great lengths to work out a resolution that allows her*  
12 *to stay in her home on very reasonable terms for the rest of her life. And lastly, we are fond of*  
13 *Iris. We care about her well-being. I visit her whenever I am in San Francisco. I check up on*  
14 *her regularly with the help of our TIC partners who live in the building. And we will continue*  
15 *to do that"* (attached as previously referenced Exhibit B on page 2). As previously referenced  
16 on page 9, Iris Merriouns, has publically characterized our efforts on her aunt's behalf as  
17  
18  
19

20 equivalent to "slavery" and "putting a rope around her neck."

21 47. The life estate was initially conceived in late 2003 executed and executed on  
22 June 15, 2005. It was granted nearly a full year before adoption of the so-called "Peskin" law  
23 *"amending the Subdivision Code to add Section 1396.2 to prohibit condominium conversion*  
24 *for a building where specified evictions occurred"* that created the retroactive May 1, 2005  
25 date for eviction notices (no fault) for two or more tenants or one or more senior/disabled  
26 tenants (attached as Exhibit WW). The amendment was introduced on April 4, 2006 and was  
27  
28

1 adopted on May 22, 2006. Furthermore, the parties had agreed to the life estate in concept in  
2 early 2004—well over two years ahead of the legislation. Finally, all four tenants had been  
3 served eviction notices on September 4, 2002 and three had moved out. Because two or more  
4 tenants had been already evicted, whether or not Iris Canada was also evicted would have had  
5 no bearing on any prospective disqualification of the building from conversion per Section  
6 1396.2 of the Subdivision Code. The allegation is fully invented and without merit.  
7

8 48. A second allegation that we unfairly denied the right of Iris Canada to purchase  
9 her unit is also total fabrication, without merit or basis, and offered solely to advance Iris  
10 Merriouns' goal to force a sale of the unit for her personal gain and profit. First, there never  
11 has been a "right to purchase" associated with Ellis Act removals or sale of TIC units. None of  
12 the existing tenants in 2002 had the right to purchase including Iris Canada. Secondly, the five  
13 TIC units were all publically advertised for sale including signs on the building. All the tenants  
14 were free to buy any of the TIC units. But no tenant (including Iris Canada, her family or her  
15 attorney over more than three years of discussions) ever expressed any interest in buying a TIC  
16 unit. Iris Canada's unit never came on the market because instead of evicting her and selling it,  
17 we voluntarily offered a life estate ownership interest, for the sole benefit of Iris Canada, while  
18 retaining our long term ownership of the unit after she passed. She gratefully accepted.  
19

20 49. Thirdly, there was and remains today no imaginable scenario by which Iris  
21 Canada, who attorney Collier reports in his email to have no assets and a monthly income of  
22 \$1,181 / month, could ever buy the unit by herself. And why would she? She already has what  
23 elderly folks on a fixed income need—affordable and secure housing. For well over a decade,  
24 we have subsidized her ability to live in her large 2-bedroom apartment for \$700 / month—a  
25 tiny fraction of the monthly payment required to buy it outright—and more importantly  
26  
27  
28

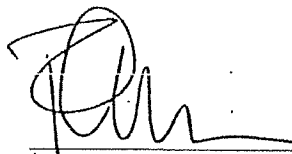
ZACKS, FREEDMAN & PATTERSON, PC  
235 MONTGOMERY STREET, SUITE 400  
SAN FRANCISCO, CALIFORNIA 94104

1 something she could realistically afford. Iris Canada would need someone else's money to buy  
2 the unit outright. The only possible beneficiary of a 100-year old woman buying the unit  
3 outright would be someone other than Iris Canada.

4 50. Finally, any purchase rights associated with condominium conversion are  
5 restricted to renters. Iris Canada is explicitly not a renter. As the attached Title Report shows,  
6 she owns a recorded Life Estate property interest with a recorded Deed of Trust and  
7 Promissory Note (attached as Exhibit XX). Our May 2014 application submitted without Iris  
8 Canada's signature because the unit was unoccupied was deemed incomplete by San Francisco  
9 DPW because we did not have the signatures of all the titled owners, specifically Iris Canada  
10 (attached as Exhibit YY). As a holder of a titled interest, she is not a renter and has no right to  
11 purchase. And even if she was a renter (she is not), the May 2014 application holds no  
12 obligation to sell to the unit to Iris Canada. The application showed the unit unoccupied. It was  
13 never signed by Iris Canada. The application was never accepted by DPW as complete due to  
14 the missing owner signature and the subsequent refusal of Iris Canada to grant it. DPW has  
15 since changed forms and the old one is defunct.

16 I declare under penalty of perjury of the laws of the State of California that the  
17 foregoing is true and correct.  
18

19 DATED: October 28, 2016

20  
21  
22  
23  
24  
25  
26  
27  
28  
  
PETER M. OWENS

**FAXED**

ZACKS, FREEDMAN & PATTERSON, PC  
235 MONTGOMERY STREET, SUITE 400  
SAN FRANCISCO, CALIFORNIA 94104

1 Andrew M. Zacks (SBN 147794)  
2 Mark B. Chernev (SBN 264946)  
3 ZACKS, FREEDMAN & PATTERSON, PC  
4 235 Montgomery Street, Suite 400  
5 San Francisco, CA 94104  
6 Tel: 415.956.8100  
7 Fax: 415.288.9755

8 Attorneys for Plaintiffs  
9 Peter M. Owens  
10 Carolyn A. Radisch  
11 Stephen L. Owens

12 SUPERIOR COURT – STATE OF CALIFORNIA

13 COUNTY OF SAN FRANCISCO - UNLIMITED CIVIL JURISDICTION

14 PETER M. OWENS, an individual,  
15 CAROLYN A. RADISCH, an individual,  
16 STEPHEN L. OWENS, an individual,  
17 Plaintiffs,

18 vs.

19 IRIS CANADA an individual, OLD  
20 REPUBLIC TITLE COMPANY, a California  
21 corporation, and DOES 1-10, inclusive,  
22 Defendants.

Case No.: CGC-14-543437

23 DECLARATION OF ALEXANDER APKE  
24 IN SUPPORT OF PLAINTIFFS'  
25 MEMORANDUM OF POINTS AND  
26 AUTHORITY IN SUPPORT OF SETTING  
27 BOND AMOUNT FOR STAY PENDING  
28 APPEAL AND OPPOSITION TO STAY  
PENDING APPEAL

Date: November 1, 2016  
Time: 2:00 p.m.  
Dept.: 502  
Judge: Hon. James A. Robertson, II

I, Alexander Apke, declare as follows:

1. I have personal knowledge of the following facts discussed below and would testify truthfully thereto if called to do so. I have lived at 676 Page Street, San Francisco, California on a full time basis for approximately 4 years. My residence is located 2 floors above and one over from 670 Page Street, which was Iris Canada's unit. 676 Page Street is my full time and only residence.

1           2.       When I first moved into 676 Page Street, I would regularly see Iris Canada at  
2 least 3 times a week. She opened the door to her unit 670 Page Street whenever someone  
3 opened the building front door or when I walked down the stairs and past her unit. We used to  
4 have conversations about the weather, recently visiting friends and relatives, and her home.  
5 Particularly she liked talking about when she moved from the top floor of the building down to  
6 670 Page Street. I always helped her bringing the mail from the mailboxes on the ground floor,  
7 up to her unit on the first floor.  
8

9           3.       Iris Canada had regular Meals on Wheels deliveries that suddenly stopped, and  
10 deliveries of what appeared to be medicine sat in front of her door for months. Both the  
11 stopping of meals and the drug deliveries piling up occurred in the summer of 2012. At the  
12 time, everyone in the building asked each other when we had last seen Iris Canada. I distinctly  
13 remember someone coming to visit Iris Canada at the time, and I couldn't help them, telling  
14 them that I hadn't seen her in a while.  
15

16           4.       In the past 4 years, I have only seen Iris Canada in or around the building  
17 perhaps a total of 6-7 times. She has stayed overnight in the building maybe at most three  
18 times, usually leaving with Iris Merriouns early the next day.  
19

20           5.       Since I primarily work from home, over the past 4 years, I have been able to  
21 observe Iris Merriouns pick up Iris Canada's mail or other deliveries relatively infrequently,  
22 initially every few months or so, and only increasing to approximately once a month in the past  
23 year or so. I have also seen Iris Merriouns intercept the mail person to get the mail without ever  
24 stepping into the building. I have never seen Iris Canada with Iris Merriouns whenever the mail  
25 was removed from the premises.  
26  
27  
28

1           6.     On May 6th, 2015 and separately on January 9th, 2016 I noticed that all the  
2 lights to 670 Page were off and looked at the 670 Page Street PG&E electricity meter in the  
3 garage said there was no service, all the other meters to other units had service. The power was  
4 subsequently restored the next day in each case, but not before someone shows up from  
5 somewhere else, without a sighting of Iris Canada. In one instance, I saw Iris Merriouns leave  
6 the building, in another I only heard that one of the other residents of the building saw the door  
7 ajar and heard noises from inside the unit.  
8

9           7.     On March 14th, 2016, a Comcast truck was in front of the building to install  
10 service at 670 Page Street. This was about 5 days before someone with a camera showed up,  
11 presumably to take pictures of Iris Canada watching tv in her home. Not long after I read a  
12 news article or blog post showing a photo of Iris Canada and a TV in the background with a  
13 comment stating that one of her hobbies is watching TV. The year before, around October  
14 15th, 2015, Comcast was required to move their outdoor cable service box at our building 668-  
15 678 Page due to it blocking the new construction project at 690 Page Street at the time. The  
16 only unit in the building that had active cable service was 674 Page Street when the box was  
17 relocated.  
18

19           8.     On September 12th 2016 at 9:04 pm, two days before the sheriff was scheduled  
20 to reposes 670 Page and 5 days after the undisturbed posting was on the door, I heard the  
21 building door and then a few seconds later a mailbox open. I rushed down the stairs from my  
22 unit and noticed that the sheriff's posting was removed, and quickly snapped a photograph of  
23 the apartment door without the posted notice. While I was going down the stairs I heard mail  
24 being ruffled, and the building door open and close again just about when I took the picture.  
25 About 30 minutes later at 9:33 pm, I was leaving the building and ran into both Iris Canada and  
26  
27  
28

1 Iris Merriouns, they were at the building door just when I opened it. Immediately upon Iris  
2 Merriouns seeing me, she angrily asked "Can I help you?", I said no as I continued to exit the  
3 building. Iris Canada did not appear in distress at the time, and was being helped into the  
4 building by Iris Merriouns. The building door closed behind them, and I took out my phone, re-  
5 opened the building door, and took a picture of both Iris' walking up the stairs without the  
6 sheriff's notice on the front door of 670 Page Street unit. 10 minutes later, my wife Anna calls  
7 me to get back home ASAP since the paramedics were at and in the building. I rushed home,  
8 saw the ambulance and heard the paramedics inside 670 Page Street. Both front doors were  
9 open, to the building and 670 Page. I continued upstairs back to my unit and later came back  
10 down to walk my dog. The paramedics were still in 670 Page and as I was walking down, I  
11 briefly heard the paramedics say that they would be taking Iris to the hospital for observation.  
12 As I was walking the dog, I saw the ambulance leave and saw Iris Merriouns get into her car,  
13 which was parked in front of a fire hydrant, and drive away.  
14  
15

16 9. The inability to condo convert has impacted my family in a number of ways. I  
17 am unable to get a fixed mortgage as Tenancy In Common mortgages are only available as  
18 adjustable rate and also have significantly higher interest rates compared to standard 30 year  
19 fixed mortgages. Not only do I pay more, but I will have to worry about the Federal Reserve  
20 Bank interest rate increases. I also will be required to refinance every few years to avoid large  
21 ballooning interest rates on my mortgage. My two year old daughter is nearly ready to enter  
22 school, but I am concerned about having the financial stability to be able to save for school,  
23 other learning expenses, and later even college tuition. This also is a concern with being able to  
24 save for retirement.  
25  
26  
27  
28

1           10.     With the behavior and general negativity of Iris Merriouns, I am concerned with  
2 the welfare of my home and family. I especially worry anytime I leave the building that  
3 something might happen when I am not home. My first interaction with Iris Merriouns, was  
4 when Iris Canada disappeared and everyone was wondering what happened to her, it set the  
5 tone for all future encounters. I simply asked what happened to Iris Canada, we hadn't seen her  
6 in a while, and the acrimonious response from Iris Merriouns was, "I don't know you", and  
7 initially didn't want to answer at all, and then said she was fine.  
8

9  
10           11.     There have been 2 separate incidents where the media and a number of tenant  
11 rights advocates, have picketed in front of our building. Both times, I was concerned about  
12 what some of these people were capable of doing, not only during the protests, but later even  
13 after they left, many of them seemed angry enough to escalate their actions beyond the protest  
14 alone. Many of the protestors were not peaceful as they claimed they would be. Making  
15 statements that I wouldn't want my or any other child to hear, yet my daughter could and did  
16 hear it.  
17

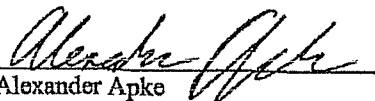
18           12.     The most recent of the two protests on September 22nd. There was a very large  
19 protest of over 100 people. At least 5 or possibly more individuals trespassed on my roof to put  
20 up a very large banner, and despite me telling them that they were trespassing and that they  
21 needed to take down their banner. They ignored my request, and continued with their rally.  
22 Even after going onto the roof to take down their banner, I was chased by one of the protestors  
23 who demanded their banner back. A policeman that saw what happened and was less than 15  
24 feet away from the incident told the protester that they needed to get down off of my roof  
25 before they would get their banner back. A minute or two later, the same person jumped over  
26  
27  
28

ZACKS, FREEDMAN & PATTERSON, PC  
235 MONTGOMERY STREET, SUITE 400  
SAN FRANCISCO, CALIFORNIA 94104

1 or crawled under a fence into my back yard to take the banner, and subsequently trespassed on  
2 my roof again to put up the same banner. When I went on the roof to once again attempt to take  
3 the banner off of my home, this time they had reinforcements, and didn't take it down until  
4 after the mob started moving down the street. In fact, our garage was broken into the next  
5 morning after the protest on September 23<sup>rd</sup>, suspiciously. While we can't be sure that the two  
6 events are linked, in the 5 years I have lived at 676 Page, this is the first time we ever had a  
7 break-in, less than a day after a large protest at the building. In particular, as a result of the  
8 trespassing and actions of the protestors, I am concerned for the safety of my home and family.  
9

10 I declare under penalty of perjury of the laws of the State of California that the  
11 foregoing is true and correct.  
12

13 DATED: September 26, 2016  
14

15   
16 Alexander Apke  
17

18 FAX SIGNATURE  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

ZACKS, FREEDMAN & PATTERSON, PC  
235 MONTGOMERY STREET, SUITE 400  
SAN FRANCISCO, CALIFORNIA 94104

1 Andrew M. Zacks (SBN 147794)  
2 Mark B. Chernev (SBN 264946)  
3 ZACKS, FREEDMAN & PATTERSON, PC  
4 235 Montgomery Street, Suite 400  
5 San Francisco, CA 94104  
6 Tel: 415.956.8100  
7 Fax: 415.288.9755

8 Attorneys for Plaintiffs,  
9 Peter M. Owens  
10 Carolyn A. Radisch  
11 Stephen L. Owens

12 SUPERIOR COURT - STATE OF CALIFORNIA

13 COUNTY OF SAN FRANCISCO - UNLIMITED CIVIL JURISDICTION

14 PETER M. OWENS, an individual,  
15 CAROLYN A. RADISCH, an individual,  
16 STEPHEN L. OWENS, an individual,  
17 Plaintiffs,

18 vs.

19 IRIS CANADA an individual, OLD  
20 REPUBLIC TITLE COMPANY, a California  
21 corporation, and DOES 1-10, inclusive,

22 Defendants.

Case No.: CGC-14-543437

DECLARATION OF CHRISTOPHER  
BEAHN IN SUPPORT OF PLAINTIFFS'  
MEMORANDUM OF POINTS AND  
AUTHORITY IN SUPPORT OF SETTING  
BOND AMOUNT FOR STAY PENDING  
APPEAL AND OPPOSITION TO STAY  
PENDING APPEAL

Date: November 1, 2016

Time: 2:00 p.m.

Dept.: 502

Judge: Hon. James A. Robertson, II

23 I, Christopher Beahn, declare as follows:

24 1. I have personal knowledge of the following facts discussed below and would  
25 testify truthfully thereto if called to do so. Along with my wife, and our 2 children, I live at  
26 674 Page Street, San Francisco, California. I have been residing at that address on a full time  
27 basis for approximately 8 years. My residence is located directly above 670 Page Street, which  
28 was Iris Canada's unit. 674 Page Street is my full time and only residence.

ELECTRONICALLY  
FILED

Superior Court of California,  
County of San Francisco

10/28/2016

Clerk of the Court

BY: CAROL BALISTRERI

Deputy Clerk

1           2.     Seeing Iris Canada several times per week was a normal part of our lives. She  
2 popped her head out whenever someone would come up the stairs, asking for help getting her  
3 mail or just chatting. She loved to pet our dog, and talk about her years living in the building  
4 with her husband James. She would show us his artwork and spoke about how he was a welder.  
5 Then in July 2012, we were unable to get Iris to answer her door, and were understandably  
6 concerned. We eventually discovered that her niece Iris Merriouns had removed Iris Canada to  
7 Oakland due to the state of the apartment. We did not see Iris Canada again until late 2015.

9           3.     The following are some examples of why we believe 670 Page Street was  
10 unoccupied completely between July 2012 and late 2015. These are also why we believe Iris  
11 Canada still does not reside in 670 Page Street.

13          4.     We never saw Iris Canada. There was no discernable activity or sounds  
14 emanating from the unit. Aside from some hired cleaners in July of 2012, we did not see  
15 anyone remove garbage or recycling from the unit. The regular delivery of Meals on Wheels  
16 ceased. There was no indication of regular mail service.

18          5.     In December 2015, a loud beeping consistent with a smoke detector low battery  
19 alert began sounding from 670 Page. It was clearly audible within the common stairwell and  
20 within our own unit. This noise went on for more than a month before someone stopped by the  
21 unit and fixed the issue.

23          6.     We have a dog who requires multiple walks per day. So every night for the last  
24 8 years I have taken him out after 9:00 PM for his final walk. For the first several years, we  
25 would always hear the tv and see the flicker of its lights in Iris Canada's living room windows.  
26 Then in July 2012, it became clear that the tv was no longer being turned on, and that the lights  
27 in the unit never changed. The same lights were on for months at a time, with no adjustment or  
28

1 change. If a light would go out, it would be out for months, presumably until a lightbulb was  
2 changed, and then would come back on.

3 7. As many seniors are apt to do, Iris Canada's heat was always on. So much so,  
4 that we barely used our own furnace for the first 4 years we lived in the building. This was  
5 apparent due to the heat rising into our unit through the floors, as well as the furnace clearly  
6 being on in the shared garage space where they are housed. The furnace and blower were  
7 constantly running and clearly audible, and the temperature in the garage was constantly quite  
8 warm. After July 2012, it became clear that the heat within 670 was no longer on. Our own  
9 apartment returned to a normal temperature, as did the garage. I noted the furnace was clearly  
10 no longer running whenever I was in the garage.

11 8. On several occasions, packages or letters were left in front of the door of 670  
12 Page. These remained untouched for weeks or even months at a time.

13 9. When we did begin to see Iris Canada again starting in late 2015, it was only a  
14 handful of occasions when she would be brought to the building by her niece Iris Merriouns.  
15 These seemed to coincide with a reporter or camera crew coming to the apartment, and did not  
16 last more than a few hours. In 2016 Iris Canada began returning for overnight stays, although  
17 these also seemed to coincide with media events or protests outside of the building. She never  
18 stayed more than a night or two, excepting one point when she seemed to have a live-in  
19 caregiver in March. This did not last long, and soon the apartment was again inactive. Within  
20 the last few weeks, Iris has been in the apartment more often.

21 10. We know when Iris Canada is in the building due to either seeing her or her  
22 caregivers (usually Iris Merriouns), noting the tv/lights changing when we pass the apartment,  
23 hearing and feeling her furnace being on, and by the smell of cigarette smoke in our apartment.  
24

1 The cigarette smoke is particularly strong, and is of concern for our children. (Note: I assume  
2 the cigarette smoke is coming from a caregiver, since we never saw or smelled smoke from Iris  
3 Canada when she did live in the building.)

4 11. Based on my having lived at 674 Page Street for 8 years, and having observed  
5 the comings and goings, sounds, use of the furnace, lack of changes in lighting and general  
6 neighborly observations on an almost daily basis, I am firmly convinced that Iris Canada has  
7 not resided at her residence with any consistency since approximately July 2012.  
8

9 12. Since the end of 2015, the court case between Peter Owens et al. and Iris  
10 Canada has resulted in a toxic environment at the building, especially when Iris Merriouns has  
11 been present. On several occasions the police have been called, and there seem to be constant  
12 verbal altercations between Iris Merriouns and various owners in the building. On a recent  
13 occasion (September 22, 2016) when a protest was going on outside the building, I clearly  
14 heard Iris Merriouns and Anna Apke (676 Page) screaming at each other. Anna Apke was  
15 saying, "What did I ever due to you? This is harassment!" Iris Merriouns replied with a string  
16 of expletives. Anna was home with their 3 year-old daughter and several protestors had  
17 somehow gained access to our building and were right above her apartment on the roof.  
18  
19

20 13. On September 12, 2016, I encountered Iris Merriouns bringing her great aunt,  
21 Iris Canada, up the stairs into the building. The apartment had been empty since at least the  
22 previous Wednesday, September 7, which we know because there was a posting from the  
23 sheriff that had to be removed in order to open the door to the apartment. A very short time  
24 later paramedics arrived and took Iris Canada to the hospital.  
25

26 14. All of these have led to a caustic environment, and have resulted in a great deal  
27 of undue anxiety on the part of my wife and myself. During protests, my wife and I have  
28

1 driven away from our home rather than have our children walk through the throngs of  
2 protestors. My wife dreads walking into the building in fear of a confrontation with Iris  
3 Canada's family, and has been under considerable stress from the whole situation.

4       15. Our neighbor's car has been broken into twice in September 2016 while being  
5 parked in front of our building. Another similar looking car was broken into in front of our  
6 building during this same period. Although vehicle crimes are not rare in our neighborhood, 3  
7 in the exact same location and in the short span of a few weeks certainly seems excessive.  
8 There were no other nearby cars similarly vandalized. During the protest on September 22,  
9 2016, several protestors climbed onto the roof of our building. We have questioned our safety  
10 within the unit, have installed alarms on our windows and have proposed security cameras for  
11 the building.  
12

13       16. It is worth noting that during all of this, we have been patiently waiting almost 2  
14 years for the court case to run its course. We have been open to resolving this amicably. We  
15 have reached out to our city Supervisor, London Breed, on multiple occasions to ask for  
16 assistance in mediating some type of resolution. We have hosted a representative from her  
17 office, and basically been told that there is little they could do. We have let Peter Owens know  
18 that we were willing to accept modifications to the life estate, if it resolves the issue. He  
19 attempted to negotiate a compromise, but has been led on and then rebuffed again and again by  
20 Iris Canada on the advice of her family.  
21


22       17. At this point, I have no hope that this issue will be settled. Instead, the  
23 continued delays seem to invite increasingly aggressive protests and actions by Iris Canada's  
24 supporters and family, and deepen our own concerns regarding our safety and the likelihood of  
25  
26  
27  
28

ZACKS, FREEDMAN & PATTERSON, PC  
235 MONTGOMERY STREET, SUITE 400  
SAN FRANCISCO, CALIFORNIA 94104

1 further criminal activity. Further, dragging out a resolution appears to be having negative  
2 affects on Iris Canada's health, as is evidenced by her recent hospitalization.

3 I declare under penalty of perjury of the laws of the State of California that the  
4 foregoing is true and correct.  
5

6 DATED: October 24, 2016

  
Christopher Beahn

7  
8  
9  
10  
11 FAX SIGNATURE  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

ZACKS, FREEDMAN & PATTERSON, PC  
235 MONTGOMERY STREET, SUITE 400  
SAN FRANCISCO, CALIFORNIA 94104

1 Andrew M. Zacks (SBN 147794)  
2 Mark B. Chernev (SBN 264946)  
3 ZACKS, FREEDMAN & PATTERSON, PC  
4 235 Montgomery Street, Suite 400  
5 San Francisco, CA 94104  
6 Tel: 415.956.8100  
7 Fax: 415.288.9755

8 Attorneys for Plaintiffs  
9 Peter M. Owens  
10 Carolyn A. Radisch  
11 Stephen L. Owens

12 SUPERIOR COURT – STATE OF CALIFORNIA

13 COUNTY OF SAN FRANCISCO - UNLIMITED CIVIL JURISDICTION

14 PETER M. OWENS, an individual,  
15 CAROLYN A. RADISCH, an individual,  
16 STEPHEN L. OWENS, an individual,  
17 Plaintiffs,

18 vs.

19 IRIS CANADA an individual, OLD  
20 REPUBLIC TITLE COMPANY, a California  
21 corporation, and DOES 1-10, inclusive,  
22 Defendants.

Case No.: CGC-14-543437

DECLARATION OF GEOFFREY  
RAYMOND PIERCE IN SUPPORT OF  
PLAINTIFFS' MEMORANDUM OF  
POINTS AND AUTHORITY IN SUPPORT  
OF SETTING BOND AMOUNT FOR  
STAY PENDING APPEAL AND  
OPPOSITION TO STAY PENDING  
APPEAL

Date: November 1, 2016

Time: 2:00 p.m.

Dept.: 502

Judge: Hon. James A. Robertson, II

23 I, GEOFFREY RAYMOND PIERCE, declare as follows:

- 24 1. I have personal knowledge of the following facts discussed below and would  
25 testify truthfully thereto if called to do so.  
26 2. I have lived at 668 Page Street, San Francisco, California on a full time basis for  
27 approximately 8 years. My residence is located directly adjacent to 670 Page  
28 Street, which was Iris Canada's unit.

ELECTRONICALLY  
**FILED**  
Superior Court of California,  
County of San Francisco  
**10/28/2016**  
Clerk of the Court  
BY: CAROL BALISTRERI  
Deputy Clerk

1 Iris Canada's and I share an approximately 80 foot long common wall that stretches the  
2 entire length of our unit. Upon moving to 668 Page Street I would typically see Iris Canada 3-4  
3 times per week. Our interactions were always very cordial and I would regularly help her  
4 retrieve mail from the landing just below ours. This type of common interaction continued for  
5 approximately 4 years.  
6

7 Beginning in the summer of 2012 I stopped seeing Iris Canada on a regular  
8 basis. Between the summer of 2012 and the beginning of 2015, I only saw Iris Canada at the  
9 building two times, once in late 2014 when her niece, Iris Merriouns, specifically brought her  
10 to the building and proceeded to knock on my door to proclaim that Iris, "was in the  
11 building". Additionally I saw Iris Canada at the beginning of 2015, on 1/31/15, when both she  
12 and her niece came here to illegally change the locks on Peter Owen's unit without giving him  
13 proper notification.  
14

15 Since the summer of 2012 it seems that Iris Canada's mail has been redirected because  
16 I have not seen her collect it since then. Several times over the past four years there have been  
17 packages delivered to her doorstep which have remained undisturbed and uncollected,  
18 sometimes for a period of several months. Many times during the course of this trial,  
19 subpoenas from this court proceeding would sit uncollected for weeks at a time.  
20

21 Based on the proximity of my residence to Iris Canada's and our shared common wall,  
22 I used to hear typical residential sounds coming from her unit, not limited to people walking  
23 the length of the hallway, television, radio, alarm clocks and talking and I would normally hear  
24 people coming to visit her approximately once a week. Between summer 2012 and the spring  
25 of 2015 I did not hear any such sounds emanating from her residence.  
26  
27  
28

1 The most glaring example of Iris Canada's absence from the building occurred on  
2 12/13/14. On that day, my wife and I began hearing a shrill "low-battery" smoke detector  
3 signal coming from her apartment. That very high-pitched and annoying sound could easily be  
4 heard through my walls so on 12/15/14 I left a note on the door kindly asking Iris to change out  
5 the battery on her smoke detector or to let me know if she needed help to do so. The alarm  
6 went off each and every minute of every day and every night and was so loud from my  
7 apartment that it would sometimes wake me up from a sound sleep or conversely, keep me  
8 from sleeping at all. The alarm remained on until 1/21/15 (approximately 6 weeks after first  
9 hearing it). By my calculations the alarm went off over 60,000 times and was not something  
10 that someone living in the unit could have tolerated. The note that I had left on the door  
11 remained there for the entire six weeks that the alarm was going off. I have photo  
12 documentation of the letter that I left on the front door and the fact that it was still in the exact  
13 same position almost 6 weeks later (a couple of days prior to 1/21/15, when the alarm battery  
14 was finally replaced).

15  
16  
17  
18 Additionally I was present on the evening of 1/31/15 when the locks were legally  
19 changed by Peter Owens and subsequently illegally changed by Iris Merriouns later that  
20 evening. In order to give access to the back door for Peter's locksmith, I entered the unit for a  
21 total of two minutes and was able to observe mold growing in the bathtub and a toilet in which  
22 the water had completely evaporated from the bowl, the stench of sewer gases coming from the  
23 dry p-trap was not pleasant, nor livable. At 9pm that evening, Iris Canada was brought to the  
24 building by Iris Merriouns. When I met Iris Canada and Iris Merriouns outside of 670 Page,  
25 Iris Merriouns became very agitated and confrontational. She yelled at all of the owners of the  
26 building and proceeded to call the police.  
27  
28

1 Since the beginning of 2015 I have seen Iris Canada at the building on a handful of  
2 occasions, for brief periods of time, usually not lasting more than 24 hours. Many of those  
3 sightings coincided with court case related news appearances or housing activist protests in her  
4 honor.

5 Since the spring of 2015, there has been a concerted effort on the part of Iris Merriouns  
6 to clean up the apartment and make it look habitable including the arrival of a large cleaning  
7 crew that entered the apartment to clear out junk and debris. Comcast cable was reinstalled at  
8 the unit just a few days prior to Iris Canada's first television appearance. I have witnessed Iris  
9 Merriouns sneak into the building past midnight to retrieve mail which was recently redirected  
10 back to 670 Page Street, presumably in an attempt to re-establish the appearance of residency.  
11 In the past six months Iris Canada's visits to the building have become more frequent but  
12 usually coincide with a media interview, lawyer visiting her at her "home", protests being  
13 staged in her honor or an impending or just concluded court hearing. Her visits are very brief  
14 and upon departure it is usually several weeks before she next returns.

15 Based on my having lived at 668 Page Street for 8 years, and observing the comings  
16 and goings, sounds, and general neighborly observations, I am firmly convinced that Iris  
17

18 Canada has not resided at 670 Page Street since the summer of 2012.

19 The fact that our building has not been able to condo convert has, by my estimation,  
20 cost me in excess of \$12,000 in higher mortgage payments which could have been lowered had  
21 Iris Canada agreed to sign the condo conversion paperwork when it was first requested over  
22 two years ago. By delaying the condo conversion further I have additional financial burdens  
23 that could be induced by rising interest rates, diminished value of my home if I need to sell for  
24 any reason until this matter is resolved and the real possibility that the current condo  
25

1 conversion process may be suspended at which point my unit will NEVER be able to convert  
2 since we are a 6-unit building which will not be eligible for conversion after the current  
3 process is suspended. If this becomes a reality and my unit does not condo convert I will be  
4 forced to accept having a variable rate mortgage for the rest of the time I own the unit which  
5 could very well affect my financial stability, force me to sell my unit and potentially leave San  
6 Francisco altogether. The longer these proceedings take to resolve, the larger and more real  
7 these financial burdens become.  
8

9 More importantly though, and the reason that I am taking the time to write this  
10 declaration, is the fact that this litigation process has placed undue stress upon my family.  
11 While there have been very tangible events like the time Iris Canada's fire alarm was going off  
12 for 6 weeks and we could not sleep due to the disturbance, there has also been much more  
13 severe emotional distress caused directly by Iris Merriouns and this litigation. On one such  
14 occasion, Iris Merriouns and I passed each other in the main entryway to the building; she  
15 purposefully stepped into my path of travel, pointed in my face and said in a menacing tone,  
16 "You ain't seen NOTHING yet!" I felt very threatened by her presence and her tone of voice.  
17  
18

19 Additionally, on multiple occasions over the past several months Iris Merriouns has  
20 organized large scale protests at our building; at one such protest one of her supporters shouted  
21 at me, "I hope you die and go to hell!" As well I have been hissed at by groups of people and  
22 booed as I entered and exited the building on multiple occasions, the protestors have even  
23 shouted at my wife and I while we were in our living room, to the point where we left the  
24 building altogether. The protesters that attend these rally's are not interested in the facts of the  
25 case, they are driven by emotional sentiment amplified by Iris Merriouns' lies associated with  
26 the circumstances of the case and in most cases are very angry individuals.  
27  
28

1 Approximately one month ago there was a protest of approximately 150 people at 8am  
2 right in front of the building. My wife called me at work; she was in a panic and stated that  
3 people had scaled the adjacent construction site so that they could trespass on our rooftop and  
4 hang a banner regarding their cause. She was scared to leave the house due to the fact that she  
5 thought strangers might be in the building and she requested that I return home from work (I  
6 had left early that morning) to escort her to her car. I had to leave work to do just that,  
7 something that I should never have had to do if it weren't for Iris Merriouns staging these  
8 angry protests. To see my wife in a state of panic was unsettling and entirely unnecessary.

10 Ironically, that same night, my car was broken into right outside of our home. While I  
11 have no evidence to prove that any of the mornings' protestors were involved in the break-in, it  
12 is a curious coincidence that very well may be due to the fact that 150 angry people were  
13 outside my home that morning. Needless to say the recent escalation of tension associated with  
14 these protests the have left me and my wife feeling very uncomfortable, unsafe and nervous  
15 within the confines of our own home.

18 In the span of one month since the protest was held, three cars have been broken into  
19 while parked in front of our building, a highly unusual rate of break-ins for our neighborhood.

20 While it may simply be coincidence, it is possible that someone may have targeted our building  
21 because of the animosity generated at the protests.

23 I hereby implore the court to take action on this matter. The facts of the case have not  
24 changed, Iris Canada does not reside at 670 Page Street and she failed to maintain the unit in a  
25 habitable condition. Despite countless reasonable attempts to restore Iris Canada's life estate  
26 by Peter Owens, no agreement could be reached and the court ordered legal fees have not been  
27 remanded to Peter Owens, the rightful owner of the unit. Iris Merriouns has recently escalated  
28

ZACKS, FREEDMAN & PATTERSON, PC  
235 MONTGOMERY STREET, SUITE 400  
SAN FRANCISCO, CALIFORNIA 94104

1 her actions to include protest activities that preclude a safe living environment for my family.  
2 Continued delay will only embolden Iris Merriouns to employ further tactics to obfuscate the  
3 facts of the case, impede Peter Owen's due process as well as intimidate and financially harm  
4 her aunt's neighbors. We all wish the outcome of this case was different but the duplicitous  
5 behavior of Iris Merriouns throughout this litigation warrant that the court take immediate  
6 action in Peter Owens' favor.  
7

8 I declare under penalty of perjury of the laws of the State of California that the  
9 foregoing is true and correct.  
10

11 DATED: October 25th, 2016

12   
13 GEOFFREY RAYMOND PIERCE

14  
15  
16 FAX SIGNATURE  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

ZACKS, FREEDMAN & PATTERSON, PC  
235 MONTGOMERY STREET, SUITE 400  
SAN FRANCISCO, CALIFORNIA 94104

1 Andrew M. Zacks (SBN 147794)  
2 Mark B. Chernev (SBN 264946)  
3 ZACKS, FREEDMAN & PATTERSON, PC  
4 235 Montgomery Street, Suite 400  
5 San Francisco, CA 94104  
6 Tel: 415.956.8100  
7 Fax: 415.288.9755

8 Attorneys for Plaintiffs  
9 Peter M. Owens  
10 Carolyn A. Radisch  
11 Stephen L. Owens

12 SUPERIOR COURT – STATE OF CALIFORNIA

13 COUNTY OF SAN FRANCISCO - UNLIMITED CIVIL JURISDICTION

14 PETER M. OWENS, an individual,  
15 CAROLYN A. RADISCH, an individual,  
16 STEPHEN L. OWENS, an individual,  
17 Plaintiffs,

18 vs.

19 IRIS CANADA an individual, OLD  
20 REPUBLIC TITLE COMPANY, a California  
21 corporation, and DOES 1-10, inclusive,  
22 Defendants.

Case No.: CGC-14-543437

DECLARATION OF ANNA MUNOZ IN  
SUPPORT OF PLAINTIFFS'  
MEMORANDUM OF POINTS AND  
AUTHORITY IN SUPPORT OF  
SETTING BOND AMOUNT FOR STAY  
PENDING APPEAL AND OPPOSITION  
TO STAY PENDING APPEAL

Date: November 1, 2016

Time: 2:00 p.m.

Dept.: 502

Judge: Hon. A. James Robertson, II

23 I, Anna Munoz, declare as follows:

24 1. I have personal knowledge of the following facts discussed below and would  
25 testify truthfully thereto if called to do so. I have lived at 676 Page Street, San Francisco,  
26 California on a full time basis for approximately 6 years. My residence is located above 670  
27 Page Street, which was Iris Canada's unit. 676 Page Street is my full time and only residence.

28 2. I used to see Iris Canada about once a week. She would often open her door as I was  
entering the building and she would explain to me that she thought people were ringing her

ELECTRONICALLY  
**FILED**  
Superior Court of California,  
County of San Francisco  
**10/28/2016**  
Clerk of the Court  
BY: CAROL BALISTRERI  
Deputy Clerk

1 doorbell. She often seemed worried and I would reassure her that it was just me entering the  
2 building. One time, to my surprise, I saw her walking back up the stairs towards her unit. That  
3 time she also said she thought she heard someone ring the bell. Every time I saw her, I would  
4 take the time to chat with her and make sure everything was okay.

5  
6 3. A young lady, whom I was told was a relative of hers, used to come to the unit to  
7 check up on her on a regular basis, I would see her about once a week or every other week as  
8 she would always either park in or block my driveway. I would always have to ring the bell  
9 and ask her to move her car so that I can get in or out of my garage. On those occasions, I  
10 would often see Iris Canada standing at her door waiting for the young lady. The last time I  
11 ever saw the young lady, was the time that we found a dead rat placed just outside of her door.  
12 I believe that it became evident to the relative at the time that Iris Canada could no longer live  
13 alone and take care of herself or her home. Soon after that is when Iris Canada stopped residing  
14 in the apartment and I haven't seen the young lady since.

15  
16 4. In the last 4 years, I have only seen Iris Canada when she would arrive at the  
17 building with Iris Merriouns. They would arrive, stay for a few hours and then leave and not be  
18 seen again for several months. I always knew when they were here because Iris Merriouns  
19

20 would park her car very near the building. This was either on the weekend or after working  
21 hours. One example was the night Iris Canada was first served court papers. I witnessed them  
22 arrive that evening and then leave after Iris Canada was served with court documents, not to be  
23 seen again for months. There was also the time when Peter Owens changed the lock to the unit  
24 and had a copy made for Iris Canada, my neighbors offered her the key when they arrived but  
25 Iris Merriouns flatly refused it saying "I'm not taking that, I don't know what it is." Iris  
26 Merriouns then proceeded to change the locks, without providing Peter Owens a copy, and left  
27  
28

1 with Iris Canada that same evening and again not to return for a long time. There were times  
2 when packages were left on her door for very long periods of time. There was also the incident  
3 where the smoke detector was sounding off inside her unit, something that continued around  
4 the clock for over a month.

5  
6 In more recent times, namely this year (2016), I have seen less of Iris Canada yet more  
7 of Iris Merriouns with each time being around the same time that there would be a major event  
8 such as a court hearing, namely a stay of execution or a public protest. Both would stay a  
9 couple days leading up to the hearing and then leave after the hearing ruled in their favor. Not  
10 to be seen again for a long time.

11  
12 On May 31<sup>st</sup>, sometime after 6 pm, Abdoulla Yasef, her supposed "caretaker" came to  
13 the building alone and somehow couldn't get into the unit because he misplaced his key. Peter  
14 Owens, who was visiting at the time, ran into him and had a cordial conversation with him. At  
15 the time, we were all in the Geoff Pierce's apartment next door having an HOA meeting and  
16 witnessed this. After Abdoulla and Peter chatted for a bit, Abdoulla left and returned sometime  
17 after 10 pm with both Iris Canada and a locksmith. Up to this point, I recall not seeing Iris  
18 Canada for a long time. In the span of 2 – 3 months that Mr. Yasef was her "caretaker", this  
19 was the only time I ever saw them together. I believe he was staying at the unit without Iris  
20 Canada as I often witnessed him leave early in the morning and return usually after 6 pm. I no  
21 longer see Mr. Yasef.  
22

23  
24 On June 27<sup>th</sup>, there was a three day protest at the building. While Iris Canada was  
25 present during that time it appears that both Iris Merriouns and Iris Canada had left sometime  
26 after it was over and I believe they returned briefly for Iris Canada's 100<sup>th</sup> birthday sometime  
27 in mid July only to leave again shortly thereafter.  
28

1 For five straight days, from September 8<sup>th</sup> – 12th, I saw the Sheriff's posting for  
2 repossession of the unit taped on the door of 670 Page. At around 9:05 pm on the evening of  
3 September 12th, my husband and I hear Iris Merriouns enter the building alone. She proceeded  
4 to grab the mail as well as the Sheriff's notice that was on the door. I had looked out the  
5 window and saw Iris Merriouns walking back to her car that was parked on the corner of Page  
6 and Steiner next to a fire hydrant, which is about 100 feet from the building. She was alone and  
7 carrying a bunch of mail in her arms. At the same time my husband went downstairs and saw  
8 the notice removed from the door. At exactly 9:33pm my husband leaves the building and  
9 witnesses both Iris Merriouns and Iris Canada enter the building and walk up the flight of stairs  
10 and into the unit. By 9:45pm, the SFFD had arrived and entered the building. At around  
11 10:15pm, I am looking out of my window to see what was going on and witnessed the  
12 paramedics take her out of the building in a chair and move her into a gurney that was  
13 stationed out on the sidewalk. With some assistance, Iris Canada was able to get up from her  
14 seat and into the gurney. She was attentive, moving around and able to talk to both the  
15 paramedics and her niece. She appeared fine and in absolutely no emotional distress at all. This  
16 was the first time I had seen her at the building since the June 27<sup>th</sup> protests.  
17  
18  
19

20 5. Based on my having lived at 676 Page Street San Francisco CA 94117 for 6  
21 years, and having observed the comings and goings, sounds, and general neighborly  
22 observations on an almost daily basis, I am firmly convinced that 670 Page Street has not been  
23 Iris Canada's primary residence since approximately June 2012.  
24

25 6. On June 27<sup>th</sup> and for two days following, there were protests at our building  
26 organized by the Housing Rights Committee of San Francisco. On the first day people yelled at  
27 us, flipped us off when we looked out the window and used a megaphone that was so loud we  
28

1 could hear it at the back of the house. This was an attack specifically on the residents of the  
2 building in an attempt to get us to persuade Peter to drop the lawsuit. People were projecting  
3 hostility and anger towards us. I even heard one of the lead protesters who organized the event,  
4 Tommi Avicolli Mecca, remind the crowd that they are not here to threaten us but to speak out  
5 to the residents who could have some "influence" over the matter. Iris Merriouns was also a  
6 part of the protests and spoke on the megaphone. According to Peter, she had lied to him and  
7 told him she was not a part of it.  
8

9       On the second day of the protest, my husband, baby and I leave as they are beginning to  
10 assemble. As I exit the building, I asked Tommi Avicolli Mecca to stop harassing us.  
11 Immediately, an unknown African-American lady starts shouting at me. I then turn to Tony  
12 Robles, a staff member of the Senior and Disability Action, and asked him if he was Mexican.  
13 To me he appeared Mexican and since I am also Mexican I was hoping to find a common  
14 ground to discuss the situation. He immediately denounced my heritage and said "You sure as  
15 hell don't look Mexican, you look white!" and proceeded to just taunt me. Because of the  
16 protests, I didn't come home until late that evening. On the third and final day of the protests, I  
17 didn't come home at all.  
18

19       On September 22<sup>nd</sup>, we were literally ambushed with another protest in front of our  
20 building. This one was much larger and much worse than the previous three day protest. There  
21 were several people who had trespassed onto our roof and dropped a large red banner. My  
22 husband told them to get off but they did not comply. Eventually my husband got on the roof  
23 took it down and threw it over the building into our backyard. One protester jumped the fence  
24 into our backyard and retrieved the banner only to put it back up a third time. At one point Iris  
25 Merriouns, who was also a part of the protest, came up to the third floor landing and said that  
26  
27  
28

1 they would like their banner back. Some words were exchanged and then she proceeded to yell  
2 at me. A heated argument ensued between the both of us. I asked her to leave and told her she  
3 was trespassing. It wasn't until I went back into my apartment that she finally left. The  
4 situation made my heart race and left me frantic, scared and in tears. I've been an emotional  
5 wreck ever since the most recent protests and will most likely need to seek some form of  
6 therapy to get past this. My trauma has gotten to the point where even some of my coworkers  
7 have noticed something is wrong. I now feel very threatened by Iris Merriouns and the hostility  
8 that she is creating.  
9

10 8. As a result of the continued legal proceedings and the harassment that has been  
11 directed at us I have been experiencing a great deal of emotional trauma. It has affected my  
12 mental health and that of my family. I have been experiencing depression, stress and anxiety. I  
13 am currently on edge and living in fear that something dangerous will happen. Iris Merriouns  
14 has been hostile to all of us. In May of 2015, she was hostile towards me when I asked her to  
15 move her car out of my driveway, she refused to move and sat there and argued with me. She  
16 has also given me dirty, threatening looks every time she sees me, she has been hostile  
17 toward my neighbors and now we have to endure the hostility that is coming from protestors in  
18  
19

20 front of our building. With the most recent protest, the situation has escalated into something  
21 dangerous. I fear that something far worse will happen. I fear for the safety of myself, my  
22 family and our property.  
23

24 9. The inability to condo convert as a result of any ongoing litigation could potentially  
25 put financial stress on me and my family. We may very well run out of time in the condo  
26 conversion process should the litigations continue. Once the deadlines arrive, a moratorium  
27 will set in and we will never again be able to convert. Additionally, banks only offer  
28

1 Adjustable Rate Mortgages at higher interest rates than Fixed 30 yr loans. Those interest rates  
2 could go up at any time, making our mortgage even more expensive. Condo conversion has  
3 always been for the desire to save money. San Francisco is an expensive city to live in, made  
4 even more expensive when one is trying to raise a child.

5 Since the last protest that occurred on September 22<sup>nd</sup>, I have witnessed that my neighbor's, as  
6 well as another unknown person's, vehicle has been vandalized. I believe this is a direct result  
7 of the hostility that has been increasingly generated by the previous protests and the ongoing  
8 and unresolved litigation. I believe that my building and all who reside there are being  
9 maliciously targeted.

10  
11 10. On the early morning of September 23<sup>rd</sup>, at around 6 am and less than 24 hours  
12 since the last protest, an unknown person(s) broke into my neighbor Geoff Pierce's car and  
13 stole the remote to our garage. Geoff Pierce and I share the garage. We have evidence of this  
14 via a Smart Home device that is installed on the garage door that logs when the garage door  
15 opens as well as a video camera. The video camera filmed two individuals enter the garage at  
16 two separate times early that morning.

17  
18 11. On October 1<sup>st</sup>, a vehicle parked in front of my building and partially in my  
19 driveway was also vandalized. The back window was fully broken and I could see all the glass  
20 on the ground. I am not aware of who the vehicle belongs to. This vehicle was a black SUV  
21 and could have easily been mistaken for a vehicle belonging to a resident in the building,  
22 namely my neighbor, Jamie Pierce who also drives a black SUV type car.

23  
24 12. About a week later (exact date unknown), my neighbor Jamie Pierce's car  
25 window was broken when she was parked in a spot adjacent to my neighbor's driveway. This  
26 happened late at night. I believe that her car was targeted because it's been previously  
27  
28

ZACKS, FREEDMAN & PATTERSON, PC  
235 MONTGOMERY STREET, SUITE 400  
SAN FRANCISCO, CALIFORNIA 94104

1 identified as belonging to a building resident. Jamie normally parks in front of the driveway  
2 when not in the garage. Jamie and Geoff are no longer able to park their cars overnight in the  
3 driveway as it is no longer safe to do so.

4 13. In the 6 years that I have lived at 676 Page Street, we have never experienced  
5 this amount of vandalism in such a short amount of time. To my knowledge, never have our  
6 cars been vandalized and never have I felt unsafe. I firmly believe that this is far more than just  
7 a coincidence.  
8

9 14. My previous fears that something would happen to our property has come to be  
10 realized. We have suffered a great deal as a result of the continuous stays and I believe that we  
11 will continue to suffer if this issue continues unresolved. My quality of life has diminished as a  
12 result of the increased hostility, with the protests and vandalism, that has been projected onto  
13 the building residents. I believe that if the situation continues unresolved, we will continue to  
14 suffer as a result and that the suffering will only get worse. I no longer enjoy the peace and  
15 tranquility of my own home that I once did. My home is supposed to be my sanctuary and that  
16 has been violated. I live day-to-day waiting for the next hostile protest or break-in to occur.  
17

18 I declare under penalty of perjury of the laws of the State of California that the  
19 foregoing is true and correct.  
20

21 I declare under penalty of perjury of the laws of the State of California that the  
22 foregoing is true and correct.  
23

24 DATED: October 26, 2016

25  
26   
NAME

27 FAX SIGNATURE  
28

1 Andrew M. Zacks (SBN 147794)  
2 Mark B. Chernev (SBN 264946)  
3 ZACKS, FREEDMAN & PATTERSON, PC  
4 235 Montgomery Street, Suite 400  
5 San Francisco, CA 94104  
6 Tel: 415.956.8100  
7 Fax: 415.288.9755

8 Attorneys for Plaintiffs  
9 Peter M. Owens  
10 Carolyn A. Radisch  
11 Stephen L. Owens

12 **SUPERIOR COURT – STATE OF CALIFORNIA**

13 **COUNTY OF SAN FRANCISCO - UNLIMITED CIVIL JURISDICTION**

14 PETER M. OWENS, an individual,  
15 CAROLYN A. RADISCH, an individual,  
16 STEPHEN L. OWENS, an individual,  
17 Plaintiffs,

18 vs.

19 IRIS CANADA an individual, OLD  
20 REPUBLIC TITLE COMPANY, a California  
21 corporation, and DOES 1-10, inclusive,  
22 Defendants.

Case No.: CGC-14-543437

**DECLARATION OF Michel Bechirian IN  
SUPPORT OF PLAINTIFFS'  
OPPOSITION TO DEFENDANT'S  
MOTION FOR STAY PENDING APPEAL**

Date:  
Time:  
Dept.:

23 I, Michel Bechirian, declare as follows:

24 1. I have personal knowledge of the following facts discussed below and would  
25 testify truthfully thereto if called to do so. I have lived at 678 Page Street, San Francisco,  
26 California on a full time basis for approximately 13 years. My residence is located above to  
27 670 Page Street, which was Iris Canada's unit. 678 Page Street is my full time and only  
28 residence.

2. Upon moving to 678 Page St I would typically see Iris Canada 3 to 4 times per  
week. This continued for approximately 10 years. I would stop to chat with Iris

1 and she would tell me stories from her youth. In the first few years Iris would  
2 occasionally venture out with an elderly relative (mostly to church on Sunday) but  
3 over time these trips would become less frequent and after she broke her arm I  
4 rarely saw her leave her apartment. Over the years I have entered Iris's apartment  
5 on a number of occasions to help her with small jobs, for example replacing the  
6 batteries in her smoke detectors and changing light bulbs. The apartment was  
7 packed with stuff and was always oppressively hot from the forced air heating. I did  
8 see a few cockroaches but these were mainly in the kitchen area. Beginning summer  
9 2012 I stopped seeing Iris Canada on a regular basis. The last time I recall seeing  
10 Iris Canada living in her apartment was June 2012

- 11
- 12 3. On a regular basis I would see the light of Iris Canada's living room turn on around  
13 dusk. Since June 2012 I have not seen the lights switch on and off at Iris Canada's  
14 residence.
- 15
- 16 4. On a regular basis I have an opportunity to see where Iris Canada's mail is  
17 delivered. Iris would often listen for the building front door to open. She would  
18 then open her apartment door and when she saw me we would chat for a few  
19 minutes. I would often ask her if she would like me to collect her mail for her as the  
20 stairs gave her some difficulty. Since the summer of 2012 I believe her mail has  
21 been redirected. On 2 or 3 separate occasions a package from a medical delivery  
22 company has sat on her doorstep for months before someone came and removed it. I  
23 do not believe this was Iris Canada.
- 24
- 25 5. Based on the proximity of my residency to Iris Canada's, when passing I would  
26 normally hear the radio and TV daily and sometimes the telephone ringing. I have  
27 not heard any sounds from her residence since June 2012. In addition, Iris Canada's  
28 furnace is located in a shared garage. Normally this would be constantly cycling on  
and off. This has not occurred over the past 4 years.
- 1
- 2 6. On approximately December 15 2014, I began hearing a low-battery smoke detector  
3 signal ringing, which I was able to determine was coming from her apartment. That  
4 signal went on for approximately 5 weeks. At no point was there any interruption  
5 of that low battery signal until January 21 2015.
- 6
- 7 7. On January 24 2015 I observed an envelope posted to Iris Canada's door. The  
8 envelope remained there until January 31 2015 (this was the 48 hour notice letter  
9 posted to allow the locks to be changed). The same day the lock was changed by the  
10 niece Iris Merriouns.
- 11
- 12 8. Based on my having lived at 678 page St for 13 years and having observed the  
13 comings and goings, sounds and general neighborly observations on an almost daily  
14 basis, I am firmly convinced that Iris Canada has not resided at her residence since  
15 approximately June 2012

1 9. Over the past few months I have witnessed Iris Canada being brought back to  
2 the apartment by a relative. Ms. Canada and the relative normally stay between 30  
3 minutes to a few hours. I believe the purpose of the visit is to make it appear Ms.  
4 Canada resides in the apartment. This is a deliberate construct to deceive.

5 10. On several occasions the Ms. Canada's relative has brought her to the building and  
6 immediately called emergency services in an effort to establish Ms. Canada is  
7 resident at the address. This is an abuse that potentially affects the ability of the  
8 emergency services to respond to genuine medical emergency

9 11. In addition to staging the apartment, the family of Ms. Canada has deliberately  
10 spread false stories in the press and made exaggerated claims through social media.  
11 These stories are hurtful and smear the character of the owners living in the  
12 building. The purpose is to influence public opinion in an effort to stop due legal  
13 process

14 10. The relatives of Ms. Canada have distributed keys to the building to an unknown  
15 number of individuals. As a result, the building is not secure. There have been multiple  
16 instances when I have witnessed individuals entering the building. Who they are, and  
17 what they are doing remains unknown – and a source of great concern.

18 11. The relatives of Ms. Canada have incited protests. Groups of agitators have  
19 congregated outside the building blocking the sidewalk and access to the garages. The  
20 protests have been loud (bullhorns, klaxons and whistles). The protests have been  
21 disruptive and distressing to the parents and infants living in the building.

12. The relatives of Ms. Canada have organized and allowed agitators to trespass – climbing on to the roof through an adjacent building site and hanging a banner over the front of the building.

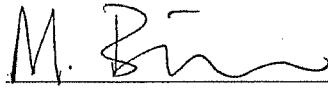
13. By deliberating prolonging a settlement or resolution the relatives of Ms. Canada have obstructed our ability to refinance our property. As a result we have been unable to reduce our mortgage payment which is a constant source as it relies on both my wife and I working (see below)

14. Ms. Canada's relatives have deliberately and successfully followed a plan to disrupt and destabilize the lives of the owners living in the building. They have succeeded to the extent that my wife and I no longer feel safe in the home we have lived in for 13 years. We have been harassed, smeared and vilified in the press. Our home has been invaded by unknown agitators. My wife works from home, but for the past year has been so stressed and afraid she no longer wants to be at home alone. This has affected her to the extent she is no longer working (which is a financial concern given the inflated mortgage payment). Our quality of life has deteriorated to such an extent that we no longer wish to live in our apartment and will be taking active steps to

move regardless of the financial consequences.

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

DATED: September 30, 2016

  
NAME

M. BECHIRIAN

City and County of San Francisco  
GAVIN NEWSOM, Mayor



Department of Aging and Adult Services  
E. ANNE HINTON, Executive Director

Adult Protective Services

1/26/2009

To: Peter Owens & Carolyn Radish

I am not sure if any of the other tenants/owners have informed you of the situation regarding the tenant @ 670 Page. There have been seven incidents documented by tenants regarding Mrs. Canada using her stove (smelling gas or apartment filling with smoke). I feel that I have done all that I can regarding this case. As it stands now the valve to the stove is off with a note not to turn it on. My original goal was to either have the gas capped at the stove & for client to purchase an electric oven with a timer/auto shut-off or to have a special valve put on the gas line which could be locked & monitored by Iris's family. Either solution requires that someone be there when PG&E or an independent comes out & they only give 4 hour window of time as to when they would be out. I was working with client's niece (also named Iris), who was suppose to be working on this issue, but I have not heard back from her in some time now. At this point I need to close the case. I will also send a letter to Mrs. Canada & her family. I can be reached at: (415) 355-3655.

Thank you,

A handwritten signature in black ink, appearing to read "Larry Henderson", written over a horizontal line.

Larry Henderson, Adult Protective Services worker 4354

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**FILED**  
San Francisco County Superior Court

JAN 25, 2017 *ry*

CLERK OF THE COURT

BY: *[Signature]*  
Deputy Clerk

SUPERIOR COURT – STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO – UNLIMITED JURISDICTION

PETER M. OWENS, an individual,  
CAROLYN A. RADISCH, an individual,  
STEPHEN L. OWENS, an individual,

Plaintiff,

vs.

IRIS CANADA an individual, OLD  
REPUBLIC TITLE COMPANY, a California  
corporation, and DOES 1-10, inclusive,

Defendants.

Case No.: CGC-14-543437

**PROPOSED ORDER SETTING  
SECURITY PENDING APPEAL AND  
FINDINGS ON MOTION FOR STAY  
PENDING APPEAL**

Date: November 1, 2016

Time: 10:00 a.m.

Dept.: 502

**ORDER**

On March 22, 2016, this Court entered judgment against Defendant Canada and in favor of Plaintiffs in the amount of \$171,600.00 and in favor of Plaintiffs for immediate possession of the premises of 670 Page Street, San Francisco, CA. On October 14, 2016, Defendant Canada filed a Notice of Appeal from August 17, 2016, Order Denying Motion to Set Aside Judgment as Void. On November 1, 2016, Defendant Canada's Motion for an Order Determining Security Pending Appeal and separate Motion for Stay Pending Appeal came on for hearing at 10:00 a.m. before the Hon. A. James Robertson, II in Department 502 of the above-titled Court. Defendant Canada appeared by her counsel, Dennis Zaragoza, and Plaintiffs appeared by their counsel Andrew M. Zacks and Mark B. Chernev. This Court, after having reviewed all of the pleadings,

1 and after having conducted a hearing on the matter and heard argument of counsel for both sides,  
2 and with this Court's own inherent knowledge of the matter and proceedings extending over six  
3 months, and for good cause shown, grants in part and denies in part Defendant Canada's Motions  
4 as follows:

5 THE COURT FIRST FINDS that the judgment now being appealed constitutes an appeal  
6 from a money judgment pursuant to CCP § 917.1. This Court further finds that this monetary  
7 component is not ancillary or incidental to the main provisions of the judgment, declaring the  
8 Deed of Trust foreclosed and the promissory note immediately due and payable in the amount of  
9 \$171,600.00. The Court therefore sets security pursuant to paragraph 5 of the judgment and CCP  
10 § 917.1 at \$171,600.00.

11 SECOND, THE COURT FINDS that the judgment now being appealed directs the  
12 delivery of possession of real property pursuant to CCP § 917.4. This Court further finds that the  
13 value for the monthly use of the subject property, 670 Page Street, San Francisco, for purposes of  
14 Defendant Canada's appeal is \$23.01/day, the first 365 days of which shall be set in the initial  
15 amount of \$8,400, and thereafter shall be set in 90-day increments in the amount of  
16 \$2,100/increment, to be posted as security on or before the first Court day of each 90-day period  
17 while the matter remains on appeal if and after the first 365 day period expires.

18 THIRD, THE COURT FINDS that under CCP § 917.6, the judgment directs the  
19 performance of two or more separate acts specified in CCP §§ 917.1 through 917.5, namely the  
20 payment of money pursuant to CCP § 917.1 and the delivery of real property pursuant to CCP §  
21 917.4 so that Defendant Canada must comply with the security requirements of both statutes.

22 THEREFORE THE COURT FINDS that Defendant Canada's Motion for Determination  
23 of Security Pending Appeal is GRANTED to the extent that the amount of the undertaking to be  
24 provided by her, as principal with sufficient sureties, shall be set, in part, at \$171,600 pursuant to  
25 paragraph 5 of the judgment; and, in part, at \$8,400 for the first 365 days of the appeal pursuant  
26 to paragraph 1 and 3 of the judgment and CCP § 917.4; for a total of \$180,000 pursuant to CCP §  
27 917.6 for the first 365 days of the appeal.

28

1 THE COURT FURTHER DENIES Defendant Canada's request that the bond  
2 requirement be waived based on claimed indigency and CCP § 995.240. Defendant Canada's  
3 evidence does not support a finding of indigency for purposes of entitlement to a waiver under  
4 CCP §995.240. This Court also independently finds that good cause does not exist to exercise  
5 discretion and waive this requirement under the standards set forth in CCP § 995.240 had  
6 Defendant Canada had met the prerequisite showing required by CCP § 995.240.

7 This Court further explains its reasoning after having considered all relevant factors  
8 contained in CCP § 995.240 as follows:

9 CCP §995.240 requires that an appellant claim and show that they are indigent and make  
10 a showing of unsuccessful attempts to obtain a bond or undertaking. (*Williams v. Freedomcard,*  
11 *Inc.* (2004) 123 Cal.App.4<sup>th</sup> 609, 614; *citing Ferguson v. Keays* (1971) 4 Cal.3d 649, 658-659).  
12 Defendant Canada's declarations do not support a finding of indigency for purposes of  
13 CCP §995.240. Defendant Canada's evidence supports essentially that she cannot pay the  
14 accelerated \$171,000 and that she has qualified for fee waivers. This Court rejects Defendant  
15 Canada's argument that qualifications for fee waivers alone would satisfy the burden of  
16 "indigent" for purposes of CCP §995.240 relief. Defendant Canada also fails to show  
17 unsuccessful attempts to obtain bond or undertaking.

18 Conover v. Hall (1974) 11 Cal.3d 842, on which Defendant Canada relies, merely  
19 reiterates that this Court has discretion to waive a bond. Conover predates CCP § 995.240 and  
20 "did not state or imply that courts must in all cases waive undertaking requirements for indigent  
21 litigants." (McColm v. Westwood Park Assn. (1998) 62 Cal.App.4th 1211, 1222) In Venice  
22 Canals Resident Home Owners Assn. v. Superior Court (1977) 72 Cal.App.3d 675, 684, the  
23 Court stated:

24 At most, Conover v. Hall simply holds that trial courts have common law  
25 authority to dispense with such undertakings under appropriate circumstances.  
26 As indicated by the facts recited above such a showing was not made here.  
27 Petitioner Pearl made no showing that he cannot obtain a stay bond. He has not  
28 even made a showing that he made any attempt to obtain a bond. Under such  
circumstances it cannot be said that as a matter of law the trial court abused its  
discretion in denying petitioner Pearl's application for a waiver of the stay  
bond.

1 As this Court explains below, the circumstances of this case heavily weigh in favor  
2 Plaintiffs, as beneficiaries, and denial of the discretionary CCP § 995.240 relief sought.

3 Second, the rules on trial court fee waivers are not comparable to the standards for  
4 appellate bond waiver, as argued by Defendant Canada. Although Defendant Canada has  
5 qualified for a particular fee waivers in the past, that does not mean she is automatically relieved  
6 of all obligations to post an appellate bond. A fee waiver differs in many respects from an  
7 appellate bond waiver, such as without a trial court fee waiver, a defendant would be precluded  
8 from appearing at all to defend itself, and be defaulted. A waiver of an appellate bond differs in  
9 that without posting bond, Defendant Canada may still fully pursue her appeal in a manner  
10 consistent with the factual findings regarding residency previously made by this Court. This  
11 Court finds the requirement to post bond here to be different than where an indigent defendant  
12 could not appear at all in a proceeding based on an inability to post fees. Moreover, this Court  
13 acknowledges that in the event of a reversal on appeal, a trial court could order possession be  
14 restored to Defendant Canada pursuant to the life estate as a remedy.

15 Third, courts may re-examine in forma pauperis qualification at any time; the  
16 qualification for fee waiver is a dynamic process. The fact that Defendant Canada may have  
17 qualified at some earlier point determined in a pro-forma process to which this Court was not  
18 privy, is not conclusive evidence that she cannot obtain an appeal bond now.

19 This Court therefore finds that Defendant Canada's evidence does not meet the necessary  
20 burden to support a finding of indigency and unsuccessful attempts to obtain bond or undertaking  
21 pursuant to the prerequisite requirements for a discretionary waiver under CCP §995.240 and her  
22 request is DENIED.

23 Finally, this Court independently finds that despite Defendant Canada not meeting the  
24 prerequisite showing of indigency pursuant to CCP § 995.240, good cause does not exist to grant  
25 the discretionary relief allowed. The Court makes this determination pursuant to CCP §995.240  
26 after taking onto consideration all factors this Court deems relevant, including and not limited to  
27 the character of the proceedings, the nature of the all beneficiaries, both direct and indirect, and  
28

1 the potential harm, to the beneficiaries. The waiving of the requirement of an appellate bond  
2 weighs heavily in favor Plaintiffs and warrants independent DENIAL of the relief sought.

3 First, this Court previously found that Defendant Canada has failed to permanently reside  
4 at 670 Page Street since 2012 in violation of the obligations of her life estate, which was the  
5 underlying basis for the final judgment. Defendant Canada's contrary evidence in support of her  
6 Motions are an improper attempt to seek reconsideration of that final judgment. Additionally,  
7 the Court finds that Plaintiffs' evidence in opposition substantially outweighs any admissible  
8 evidence submitted by Defendant Canada and therefore this Court gives little weight to any  
9 alleged hardship based on Defendant Canada's claimed possessory interest at 670 Page Street.

10 Second, after having reviewed the Declarations of Plaintiffs Peter Owens and Carolyn  
11 Radisch, as direct beneficiaries of the appealed order pursuant to CCP §995.240, as well as the  
12 Declarations of Alexander Apke, Christopher Beahn, Anna Munoz, Geoffrey Pierce and Jamie  
13 Pierce, as indirect beneficiaries pursuant to CCP §995.240, this Court finds the harm suffered by  
14 all beneficiaries to substantially outweigh the evidence supporting harm suffered by Defendant  
15 Canada. This Court finds the evidence supporting the harm suffered by all beneficiaries to be  
16 persuasive, substantial and relevant to the decision of this Court to require a bond in the denial to  
17 exercise discretion pursuant to CCP § 995.240. The harm suffered by all beneficiaries is  
18 financial, emotional, personal and professional. Plaintiffs are suffering the continued deprivation  
19 of use of their real property after findings of fact have been made regarding Defendant Canada's  
20 failure to permanently reside. All beneficiaries are also suffering an inability to convert the  
21 building to condominiums while the window permitting them to do so closes. Beneficiaries are  
22 also suffering the financial hardship based on the continued inability to refinance the ARM  
23 mortgages to lower fixed rate traditional mortgages. The Court further finds persuasive and  
24 substantial the evidence supporting the character of the action and proceeding, and the tactics  
25 employed by Defendant Canada throughout this litigation, not limited to procedural violations  
26 and affirmative acts to cause unnecessary delay, such as the two improper removals to Federal  
27 Court on the dates set for trial and the direct violations of numerous Court orders. Additionally,  
28 subsequent to judgment being entered, this Court granted Defendant Canada her motion for relief

1 from forfeiture with conditions that Defendant Canada has failed to comply with while  
2 continuing to dispute this Court's authority to do so, in addition to the eleven stays so far  
3 granted.

4 This Court finds that after having reviewed all of the evidence presented, heard argument  
5 on the issues, and with the Court's own independent knowledge of the proceedings for well over  
6 six months, after taking onto consideration all factors which this Court deems relevant, that good  
7 cause does not exist for this Court to exercise discretion to waive the provision of bond pursuant  
8 to CCP § 995.240 independently from Defendant Canada's failure to meet her initial burden  
9 evidencing she is indigent for purposes of CCP § 995.240. Defendant Canada's request for relief  
10 pursuant to CCP § 995.240 is DENIED.

11 IT IS FURTHER ORDERED THAT Defendant's Motion for Stay Pending Appeal is  
12 DENIED to the extent Defendant's Motion seeks relief otherwise determined by CCP §§ 916-  
13 936.1 and this Court will not issue any Order in a manner inconsistent with that authority. CCP  
14 §§ 916-936.1 shall control. *Defendant shall have until*

15 *February 4, 2017 to post the requisite bond. The post-bond*  
*shall be made by 11:00 a.m. on 2/7/2017.*

16 Dated:

17 *James Robertson*  
Superior Court Judge

18 *A. CARLOS ROBERTSON, III*

19 *January 25, 2017*

Superior Court of California  
County of San Francisco

PETER M OWENS,

Plaintiff,

vs.

IRIS CANADA et al

Defendant,

Case Number: CGC-14-543437

**CERTIFICATE OF MAILING**  
(CCP 1013a (4) )

I, Robert Goulding, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On January 25, 2017, I served the attached **Order Setting Security Pending Appeal and Findings on Motion for Stay Pending Appeal** by e-mail to the addressed as follows as well as placing a copy thereof in a sealed envelope, addressed as follows:

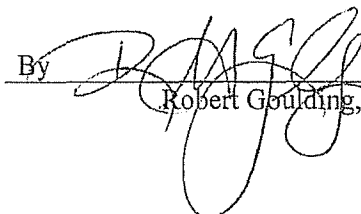
Andrew Zacks  
Mark Chernev  
Zacks & Freeman  
235 Montgomery St., Suite 400  
San Francisco, CA 94104  
[az@zfplaw.com](mailto:az@zfplaw.com)

Dennis Zaragosa,  
Law Offices of Dennis Zaragoza  
PO Box 15128  
San Francisco, CA 94115  
[lawzarsf@gmail.com](mailto:lawzarsf@gmail.com)

and I then placed the sealed envelopes in the outgoing mail at 400 McAllister Street, San Francisco, CA. 94102 on the date indicated above for collection, attachment of required prepaid postage, and mailing on that date following standard court practices.:

Dated: January 25, 2017

By

  
Robert Goulding, Deputy Clerk

**ZACKS & FREEDMAN, P.C.**  
235 MONTGOMERY STREET, SUITE 400  
SAN FRANCISCO, CALIFORNIA 94104

1 Andrew M. Zacks (SBN 147794)  
2 Mark B. Chernev (SBN 264946)  
3 ZACKS & FREEDMAN, P.C.  
4 235 Montgomery Street, Suite 400  
5 San Francisco, CA 94104  
6 Tel: (415) 956-8100  
7 Fax: (415) 288-9755

8 Attorneys for Plaintiffs,  
9 Peter M. Owens, et al.

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
11 **COUNTY OF SAN FRANCISCO - UNLIMITED JURISDICTION**

12 PETER M. OWENS, an individual,  
13 CAROLYN A. RADISCH, an individual,  
14 STEPHEN L. OWENS, an individual,

15 Plaintiffs,

16 vs.

17 IRIS CANADA an individual, OLD  
18 REPUBLIC TITLE COMPANY, a California  
19 corporation, and DOES 1-10, inclusive,

20 Defendants

Case No.: CGC-14-543437

**JUDGMENT**

21 This action came on regularly for trial on March 21, 2016 in Department 502 of the  
22 Superior Court of California, County of San Francisco, the Honorable James A. Robertson, II  
23 Judge Presiding; Plaintiffs appeared by their counsel Mark B. Chernev of Zacks & Freedman,  
24 P.C., Defendant Iris Canada failed to appear.

25 The Court, having read and considered the papers and evidence submitted, including  
26 the Notice of Time and Place of Trial served on Defendant, Iris Canada, finds as follows:  
27  
28

**FILED**  
San Francisco County Superior Court

MAR 22 2016

CLERK OF THE COURT

BY:  Deputy Clerk

1. Defendant Iris Canada was properly served pursuant to Code of Civil Procedure §594 with a Notice of Time and Place of Trial on February 2, 2016, noticing Defendant Iris Canada of the trial date of March 21, 2016;

2. Defendant Iris Canada failed to appear at the March 21, 2016 trial;

3. The March 21, 2016 trial was continued to March 22, 2016 to permit Plaintiffs the opportunity to prepare a prove up of their cause of action based on Defendant Iris Canada's failure to appear;

4. Defendant Iris Canada was properly noticed of the continued trial date and for prove up hearing to be heard on March 22, 2016;

5. The Court conducted a prove up hearing on March 22, 2016, at which time the Court took judicial notice of the documents presented by Plaintiffs and heard testimony from Plaintiff, Peter M. Owens and non-party witness Geoff Pierce;

6. Defendant Iris Canada failed to appear at the properly noticed March 22, 2016 continued trial date and for prove up hearing.

After having heard and reviewed evidence presented by Plaintiffs, and after having made a determination that the evidence presented by Plaintiffs appears to be just, and the

failure of Defendant Iris Canada to appear at the properly noticed time and date for trial, judgment shall be entered in favor of Plaintiffs, and against Defendant Iris Canada. Therefor, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT: judgment in this action shall be in favor of Plaintiffs Peter M. Owens, Carolyn A. Radisch, and Stephen L. Owens, and against Defendant Iris Canada for:

ZACKS & FREEDMAN, P.C.  
235 MONTGOMERY STREET, SUITE 400  
SAN FRANCISCO, CALIFORNIA 94104

1. Immediate possession of the premises of 670 Page Street, San Francisco, California against any and all occupants, and a writ of possession against Iris Canada and any and all occupants, known or unknown, shall issue;
2. The Deed of Trust DOC-2005-I054456-00 is foreclosed and 670 Page Street, San Francisco, California shall revert back to Plaintiffs, and that Defendant Iris Canada is barred and foreclosed from all rights, claims, interests, or equity of redemption in the subject property when time for redemption has elapsed;
3. Defendant Iris Canada's Life Estate DOC-2005-I054455-00 is terminated and any and all property interests currently held by Defendant Iris Canada in 670 Page Street, San Francisco, California are terminated and shall revert back to Plaintiffs;
4. Defendant Iris Canada, her agents, and/or anyone acting on her behalf shall cease and desist causing or permitting waste to occur at 670 Page Street, San Francisco, California;
5. The Promissory Note, dated October 6, 2005 and executed by Defendant Iris Canada has become immediately due and payable and judgment shall be entered against Defendant Iris Canada for the sum of \$171,600.00 in favor of Plaintiffs, the exact amount prayed for in Plaintiffs' Complaint.

Dated: March 22, 2016

  
THE HONORABLE JAMES A. ROBERTSON, II  
JUDGE OF THE SUPERIOR COURT

220 Montgomery St  
Suite 2100  
San Francisco  
California 94104

Ph: (415) 362-3599  
Fax: (415) 362-2006

www.mosconelaw.com

February 26, 2018

Scott Emblidge  
emblidge@mosconelaw.com

*Via Hand Delivery and Email*

Rich Hillis, President  
San Francisco Planning Commission  
1650 Mission Street, Suite 400  
San Francisco, CA 94102-4689

Re: 668-678 Page Street Condo Conversion Application

Dear President Hillis and Members of the Planning Commission:

I write to follow up on the January 11 hearing you held on this matter, and in anticipation of your further consideration of this matter at your March 8 meeting. You heard from many opponents on January 11 who told you a tale that, if true, would make any reasonable person want to find a way to deny this application. As described to you by the opponents, the applicants evicted 100-year-old Iris Canada, lied to the City about whether Ms. Canada was residing at 670 Page Street, took advantage of her by obtaining a judgment when Ms. Canada had no lawyer representing her, and then told Ms. Canada she could move back to her Page Street unit only if she paid them over \$100,000 awarded by the court. That certainly sounds like shameful conduct – if it were true.

But the allegations you heard that day are not true, as documents and sworn testimony prove. Ms. Canada was an *owner* of, not a *tenant* in, her unit. As such, she could not be “evicted.” And Ms. Canada was not residing in her unit. Ms. Canada left her unit in 2012 to move in with her grand-niece, Iris Merriouns, in Oakland because she was no longer able to care for herself. Ms. Merriouns testified to this under oath. The sworn testimony of all Ms. Canada’s neighbors corroborates this. This meant that Ms. Canada failed to comply with her ownership obligations under her life estate and, because of the intransigence of her grand-niece, Mr. Owens was forced, by the agreement’s terms, to obtain a court order foreclosing her life estate. This action - foreclosure against a defaulting owner - in no way disqualifies a building under San Francisco’s condo conversion

ordinance. And contrary to what you heard on January 11, Ms. Canada had ample legal counsel. During this whole process, she was represented by at least ten different attorneys, and at least four different attorneys appeared on her behalf in court.

Finally, after months of litigation in which Ms. Canada's attorneys and Ms. Merriouns were repeatedly sanctioned by the Superior Court for misconduct, and which resulted in judgment for Mr. Owens including a monetary award of over \$169,000, Mr. Owens offered to (a) let Ms. Canada return to her Page Street unit, (b) permit her to reside there with a caregiver (even though the life estate did not permit a second resident), and (c) not enforce the court's monetary award.<sup>1</sup> That's right, Mr. Owens said, effectively, "come on back and live at Page Street and I'll absorb all the attorneys' fees you and your grand-niece forced me to incur." But at her grand-niece's insistence, and against the advice of her attorneys, Ms. Canada turned this down. Why? Because her grand-niece insisted that Mr. Owens sell the Page Street unit to her at a windfall price. Just who is exploiting whom in this scenario?

The point of this letter is to substantiate these *verifiable facts* and differentiate them from the *unsupported accusations* made by the opponents at the January hearing, so that this Commission can make an informed decision on March 8.

### **Iris Canada Did Not Reside at 670 Page Street**

You heard several people say that they "know" that Iris Canada lived at 670 Page Street because they saw her picture in the paper or saw her photo being taken at a press event sitting on a couch in the unit. Here are the facts, taken from testimony under oath.

Ms. Canada's grand-niece Iris Merriouns testified under oath that Ms. Canada had been living with Ms. Merriouns in Oakland and attending adult daycare in Oakland since at least May 2014. "She stays with me most nights, wherever I am, she is." (Exhibit A at 34:9-10; 41:23-25; 121:5-9.) Ms. Merriouns also testified she had been her primary caregiver since December 2012 (Exhibit A at 43:10-16; 82:7-11) and that she did not trust Ms. Canada "to stay by herself,

---

<sup>1</sup> Commissioners, if you read nothing else attached to this letter, please read Exhibits S, T and U which detail the offers Mr. Owens made to Ms. Canada that would have allowed her to return to Page Street.

especially at the Page Street address." (Exhibit A at 31:15-22; 32:10-16; 42:18-43:16.)

All of Ms. Canada's neighbors testified under oath that starting in 2012, Ms. Canada no longer appeared to be living at 670 Page Street. For example, Anna Munoz lives in 676 Page Street and passed by Ms. Canada's door regularly. (Exhibit B at 1:21-26; 4:20-24.) Prior to 2012, Ms. Munoz saw and talked with Ms. Canada on a regular basis. From 2012 forward, she only saw Ms. Canada on rare occasions "when she would arrive at the building with Iris Merriouns. They would arrive, stay for a few hours and then leave and not be seen again for several months." (Exhibit B at 2:16-20.)

Jamie Anne Pierce testified that in 2014 she moved into 668 Page Street, directly adjacent to 670 Page Street. (Exhibit C at 1:25-28.) The two apartments share a sixty-foot-long common wall. For approximately 17 months, she never saw Ms. Canada, "never heard people walking the length of the hallway, never witnesses [sic] anyone coming or going from the entryway, never heard a television, radio, alarm clocks or even people talking in the adjacent apartment." (Exhibit C at 2:1-8.) In December 2014, the smoke detector went off in Ms. Canada's apartment and continued beeping for six weeks. (Exhibit C at 2:9-16.)

Geoffrey Pierce testified that he had lived at 668 Page Street since 2008. When he moved into 668 Page Street he "would typically see Iris Canada 3-4 times per week. Our interactions were always very cordial and I would regularly help her retrieve mail from the landing just below ours. This type of common interaction continued for approximately 4 years." (Exhibit D at 2:1-6.) Things changed in 2012. "Between the summer of 2012 and the beginning of 2015, I only saw Iris Canada at the building two times, once in late 2014 when her niece, Iris Merriouns, specifically brought her to the building and proceeded to knock on my door to proclaim that Iris, 'was in the building'." (Exhibit D at 2:7-14.) Mr. Pierce also testified:

Based on the proximity of my residence to Iris Canada's and our shared common wall, I used to hear typical residential sounds coming from her unit, not limited to people walking the length of the hallway, television, radio, alarm clocks and talking and I would normally hear people coming to visit her approximately

once a week. Between summer 2012 and the spring of 2015 I did not hear any such sounds emanating from her residence.

(Exhibit D at 2:21-3:17.)

Christopher Beahn testified that he, his wife and their two children reside in 674 Page Street, directly above Ms. Canada's unit. (Exhibit E at 1:23-26.) Mr. Beahn stated:

Seeing Iris Canada several times per week was a normal part of our lives. She popped her head out whenever someone would come up the stairs, asking for, help getting her mail or just chatting. She loved to pet our dog, and talk about her years living in the building with her husband James. She would show us his artwork and spoke about how he was a welder. Then in July 2012, we were unable to get Iris to answer her door, and were understandably concerned. We eventually discovered that her niece Iris Merriouns had removed Iris Canada to Oakland due to the state of the apartment. We did not see Iris Canada again until late 2015.

(Exhibit E at 2:1-8.)

Mr. Beahn also listed other reasons why it was clear to him that Ms. Canada moved out in 2012: "We never saw Iris Canada"; "There was no discernable activity or sounds emanating from the unit"; "Aside from some hired cleaners in July of 2012, we did not see anyone remove garbage or recycling from the unit"; "The regular delivery of Meals on Wheels ceased"; "There was no indication of regular mail service"; a "loud beeping noise . . . went on for more than a month"; Ms. Canada no longer was heating her apartment; and "packages or letters were left in front" of her door and "remained untouched for weeks or even months at a time." (Exhibit E at 2:13-3:14.)

Michel Bechirian testified that he lived at 678 Page since 2003. He said that for about nine years he typically saw Ms. Canada "approximately 3-4 times per week." "Our interactions typically involved neighborly chitchat, asking after her relatives and church friends, I would sometimes bring Iris fresh produce from the farmer's market and Iris Canada would also share stories

with me about her youth.” (Exhibit F at 2:1-8.) He stopped seeing her in 2012.<sup>2</sup> (Exhibit F at 2:13-16.)

Alexander Apke testified that he lived at 676 Page since 2010. When he first moved in he “would regularly see Iris Canada at least 3 times a week. She opened the door to her unit 670 Page Street whenever someone opened the building front door or when I walked down the stairs and past her unit. We used to have conversations about the weather, recently visiting friends and relatives, and her home. Particularly she liked talking about when she moved from the top floor of the building down to 670 Page Street. I always helped her bringing the mail from the mailboxes on the ground floor, up to her unit on the first floor.” (Exhibit G at 2:1-8.) That stopped in late 2012 as did Ms. Canada’s regular Meals on Wheels deliveries. (Exhibit G at 2:9-15.) (The certified records of Meals on Wheels of San Francisco confirm this – showing the Ms. Canada’s service was temporarily suspended on July 6, 2012 and then permanently cancelled on October 2, 2012. [Exhibit H].) Mr. Apke also testified that about five days before a staged press event showing Ms. Canada supposedly watching television in her unit, a Comcast truck installed service at 670 Page Street. (Exhibit G at 3:9-19.)

Peter Owens testified that when he traveled to San Francisco in late May 2014 to meet a building inspector at the apartment it was obvious no one had resided in the unit for a very long time

First, the toilet bowl was bone dry, as all of the water from the bowl had evaporated. The bathtub in the bathroom had mold in it and also had obviously not been used for a very long time. Rodent traps and roach traps lined most all of the walls of the apartment and virtually all of the furniture was stacked up in the center of the back rooms. It was patently obvious nobody had used the furniture in a very long time. Additionally, the beds

---

<sup>2</sup> Speakers accused Mr. Bechirian of duplicity for submitting a discretionary review application in 2014 in which he asserted a proposed project would interfere with light to Ms. Canada’s unit. At that time, Mr. Becharian knew Ms. Canada had been absent from her unit for quite some time, but he did not learn until later in 2014 that Ms. Canada has permanently relocated to her grand-niece’s home in Oakland.

were covered with bags of old clothes, evidencing that nobody had used either the clothing or the beds in a very long time. The refrigerator was completely empty except for about two-dozen Dr. Pepper cans that I could not determine how long they had been there. There was vermin excrement on top of all of tables and all of the shelves in the kitchen, also evidencing that nobody had been in the apartment for a very long time. Large piles of trash blocked the back porch door, and there were rolls and rolls of urine-soaked and feces- infested carpeting. The smell alone was horrendous, further evidencing that nobody had lived in the apartment for a very long time. The calendar in the kitchen displayed the month "July 2012."

(Exhibit I at 8:1-17 with attached photographs).

While it is abundantly clear that Ms Canada had not been residing in the unit since 2012, some Commissioners questioned the applicants' use of the word "vacant" on the six-year occupancy history section of the application. While it is true that Ms Canada's furniture remained in the unit even after she moved out in 2012, the application's questions about occupancy do not relate to whether there is furniture in the unit; they are concerned with whether a person lives there. In this case, the application was prepared by an attorney with decades of experience in condo conversion applications who followed the standard DPW convention in preparation of the application: if the unit is occupied, the occupant is named; if the unit is unoccupied the unit is considered vacant. (Exhibit J.) As the court confirmed in its ruling, Ms. Canada had not resided in the unit since 2012. (Exhibit K.)

In short, the people who actually live in these units, and who actually knew Iris Canada, testified under oath that she stopped living there in 2012, and only occasionally reappeared after this litigation in 2015 and 2016 for staged press events. And this timeline aligns with the sworn testimony of Ms. Canada's grand-niece who testified that Ms. Canada had, in fact, been living with her in Oakland, and was not capable of caring for herself at the Page Street address.

### **Iris Canada Was Not “Evicted”**

Many opponents advanced the narrative that Iris Canada was a tenant evicted by the applicants in 2017.<sup>3</sup> But the verifiable facts show that in 2005, Iris Canada (with the advice of her own attorney) converted her tenancy into a deeded life estate in 670 Page Street. (Exhibits L and M.) As such, Ms. Canada was an owner of, not a tenant residing in, 670 Page Street. The City itself found this to be true in 2014 when it told the residents that they could not convert the units from TICs to condominiums without Ms. Canada’s signature because she was *the owner* of 670 Page Street. (Exhibit N and Exhibit J.)

The San Francisco Superior Court did not order that Ms. Canada be evicted from her unit. Rather, it found that her actions since 2012 resulted in the termination of her life estate, and that the Deed of Trust was foreclosed upon. (Exhibit K at 3:4-12.) Thus, Ms. Canada was the equivalent of a homeowner who moved out of her home and failed to make mortgage payments, resulting in a foreclosure by a lender. She was not a tenant, Mr. Owens was not her landlord, she had not resided there for five years, and she was not “evicted” in any legal or practical sense.

### **Iris Canada Had No Legal Representation**

Speaker after speaker bemoaned the fact that the Superior Court entered a judgment against Ms. Canada even though she was not represented by an attorney. This is simply false. Iris Canada had no fewer than *ten attorneys* representing her during this dispute: Steve Collier (who, among other things, helped her negotiate the terms of the life estate), Tom Drohan, Robert DeVries, Mary Catherine Wiederhold, David Larson, John Cooke, Mitchell Abdallah, Michael Spalding, Steven MacDonald, and Dennis Zaragoza. (Exhibit O at ¶¶3, 7 through 10, 18, 20, 22 and 32.) Four of these attorneys are noted on the Superior Court’s records; i.e., the officially appeared in court on Ms. Canada’s behalf. (Exhibit P.) Not only was she represented, but some of her attorneys employed aggressive – even abusive – litigation tactics. They

---

<sup>3</sup> The speakers and this Commission seem to treat all the applicants as one entity. Please keep in mind there are 11 separate applicants, and none of them other than Mr. Owens and his family members was a party to the litigation resulting in termination of Ms. Canada’s life estate.

defied court orders, sought to derail the litigation by filing papers not only in San Francisco Superior Court but also federal district court and federal bankruptcy court, and failed to comply with discovery obligations. (Exhibit O.) On at least five separate occasions, the San Francisco Superior Court imposed monetary sanctions on Ms. Canada's attorneys (and Ms. Merriouns) for their abusive conduct. (Exhibit K at ¶¶ 13, 14, 16 and 20.)

**Even After Winning the Court Case, Mr. Owens Offered to Allow Ms. Canada to Resume Living at Page Street and to Waive His Award of Attorneys' Fees**

Several speakers claimed that Mr. Owens demanded that Ms. Canada pay over \$100,000 in attorneys' fees if she wanted to move back in to her Page Street unit. This is directly contrary to the actual, verifiable facts.

At the conclusion of the litigation, the Superior Court ordered that Ms. Canada was responsible to pay Mr. Owens \$169,466.23 in attorneys' fees he incurred. (Exhibit Q.) When Ms. Canada sought to have the judgment set aside, the Superior Court – not Mr. Owens – said it would set aside the judgment if Ms. Canada paid Mr. Owens the \$169,466.23.

But Mr. Owens never sought that money from Ms. Canada. To the contrary, he repeatedly offered to let Ms. Canada move back to Page Street and forgive the money she owed under the court's order. This is extraordinary. After months of litigation, being demonized in the press, and having to resign his job as a result of this situation, Mr. Owens offered to let it all go. (Exhibit R ¶¶14 through 20.)

For example, in court in April 2016, Mr. Owens offered to restore Ms. Canada's life estate and waive the court's award of attorneys' fees in exchange for Ms. Canada cooperating in the condominium conversion process. Ms. Canada's attorneys advised her to agree to this generous offer, but her grand-niece convinced her to turn it down. (Exhibit R, ¶ 34.)

On June 30, 2016, Mr. Owens wrote to Ms. Canada. I strongly encourage you to read the letter, attached as Exhibit S, but here is the offer he made:

1. Peter, Carolyn and Stephen will forgive the \$169,466.23 legal fees due to us per condition #1 of Court Order dated April 27, 2016 and the related Order dated June 8, 2016.
2. Peter, Carolyn and Stephen will accept arrears payments made to date as "payment in full" through May 2016 per condition #2 of Court Order dated April 27, 2016.
3. Peter, Carolyn and Stephen will offer to strike condition #5 of Court Order dated April 27, 2016 and replace it with a simple promise from Iris Canada and her family to keep us apprised by email if Iris needs to or expects to be away from her home for an extended period of time.
4. All of the rights and responsibilities contained in the entire Deed of Trust, the Grant of Life Estate, the Promissory Note, and the Order dated April 27, 2016 will remain in effect, except as set forth by terms 1, 2 and 3 above.
5. Iris Canada will make herself available and execute all required condo conversion documents for 668-678 Page Street.
6. Iris Canada will cooperate as required for any and all additional work related to the condo conversion process for 668-678 Page Street, which includes the code compliance work and executing the follow-up declarations which must be completed approximately one year from now.
7. Peter, Carolyn and Stephen will guarantee Iris Canada that she will have no financial obligations related to the conversion process.
8. Peter, Carolyn and Stephen and the other building owners will guarantee that Iris Canada is not waiving any rights by signing the documents.
9. Peter, Carolyn and Stephen will work with Iris Canada and her family to make any reasonable accommodation to help Iris Canada age in place so long as it does not jeopardize their ownership rights following the Iris Canada's passing, however Iris Canada remains precluded from permitting any tenancies to be established at 670 Page Street.
10. Peter, Carolyn and Stephen, Iris Canada and the other building owners, will work in good faith to ensure a safe and peaceful environment at 668-678 Page Street for all residents, and especially for our elder Iris Canada.

On August 9, 2016, Mr. Owens wrote to Ms. Canada's grand-niece, Iris Merriouns, making a similar offer:

- Waiving all attorney's fees
- Accepting arrears payments
- Waiving all conditions of judgment
- Waiving all court ordered sanctions and penalties
- Setting aside the judgment
- Rights for a live-in caregiver
- Improvements to the unit
- Right of first refusal if unit is ever sold
- Guarantee of no liability or waiving of rights from cooperation
- Guarantee of no financial obligation from cooperation

(Exhibit T.)

But these offers were turned down, because Ms. Merriouns really wanted to use this situation to strongarm Mr. Owens into a forced sale at a windfall price.<sup>4</sup> (Exhibit R, ¶¶37-39, Exhibit U and Exhibit V.)

In sum, Mr. Owens did everything reasonably within his power to let Ms. Canada to live out her days at Page Street. All his efforts were rejected. Ms. Merriouns likewise rejected all efforts the City put forward to assist Ms. Canada: "[Supervisor] Breed addressed the eviction on Twitter, saying that she had tried to help Canada for years, including offering housing options but Canada and Merriouns were not interested in the services Breed had offered." (Exhibit V.)

### **The Applicants Ask to be Treated Like All Other Applicants**

As your January 11, 2018, staff report acknowledges, this application "meets the requirement for condominium conversion under the California State Map Act and the San Francisco Subdivision Code." No one has submitted any

---

<sup>4</sup> Even though Mr. Owens had no interest in or obligation to sell the unit, as part of a settlement offer he did offer Ms. Canada and Ms. Merriouns the right to purchase after conversion – the same right a tenant would have had.

evidence calling these conclusions into question. As such, the City has no lawful basis for denying this application.

Two Commissioners suggested that this application should be denied because the Commission should only grant uncontested applications, or because condominium conversions do not preserve or enhance the City's supply of affordable housing. Regarding the first point, *all* the owners of *all* the units support this application. The opponents are not residents of the building or neighbors. Will the Commission turn down any application if an anti-condominium conversion activist appears before the Commission in opposition to an application? Even when the opponent's assertions are false? If so, the City should make applicants aware of that City policy.

Regarding the second point, if the Commission turns down this application because it is inconsistent with the Commission's views on affordable housing, will it turn down every conversion application? The legislation creating this conversion process expressly balances the need for maintaining affordable housing and strikes a balance under which conversions are permitted and substantial fees assessed, in part to address affordability concerns. (Exhibit W). This Commission does not have the authority to reject the wisdom of the Board of Supervisors in striking this legislative balance.

The applicants simply ask that the Commission apply the same rules to this application as it does to all the other conversion applications that come before it. The emotional appeal of the opponents' remarks is undeniably powerful. But, when the Commission separates fact from fiction, it should conclude that these applicants are entitled to convert their homes to condominiums.

Sincerely,

A handwritten signature in black ink, appearing to read 'G. Scott Emblidge', written over a circular stamp or seal.

G. Scott Emblidge

cc: Members of the Planning Commission  
David Weissglass  
Jonas Ionin  
Kate Stacy

1 SUPERIOR COURT -- STATE OF CALIFORNIA  
2 COUNTY OF SAN FRANCISCO  
3 UNLIMITED CIVIL JURISDICTION  
4 --o0o--  
5 PETER M. OWENS, an individual,  
6 CAROLYN A. RADISCH, an individual,  
7 STEPHEN L. OWENS, an individual,  
8 Plaintiffs,  
9 vs. NO. CGC-14-543437  
10 IRIS CANADA, an individual, OLD  
11 REPUBLIC TITLE COMPANY, a California  
12 corporation, and DOES 1-10, inclusive,  
13 Defendants.  
14  
15  
16  
17  
18 DEPOSITION OF  
19 IRIS MERRIOWNS  
20 October 7, 2015  
21  
22  
23  
24 REPORTER: KYLE MCLEAN, CSR # 13787 JOB 17661  
25

1 Q. I asked you why you stayed at 670 Page Street  
2 last night, and you said "We decided to."

3 And I'm asking you who is the "we" that made  
4 the decision that you were going to stay at 670 Page  
5 Street last night?

6 A. My aunt and I.

7 Q. And what was the discussion that you had that  
8 led you to the conclusion that you were going to stay at  
9 670 Page Street last night?

10 A. Well, she had some things that she has to do to  
11 her residence, and so we had an appointment there. And  
12 so that's why we stayed there.

13 Q. So she typically does not stay there?

14 A. We're back and forth.

15 Q. So when you stay in 9969 Empire Road, your aunt  
16 is with you?

17 A. Typically she's with me, and if she has an  
18 appointment, she's over here and in San Francisco,  
19 depending on who has the free time.

20 Q. Can she stay by herself?

21 A. I don't trust her to stay by herself,  
22 especially at the Page Street address.

23 Q. So you don't feel comfortable leaving her at  
24 the Page Street address alone?

25 A. My aunt suffered a stroke recently.

1 Q. We're talking about Iris Canada?

2 A. Yes, we're talking about Iris Canada.

3 Q. So she doesn't stay there by herself because  
4 you don't feel comfortable that she can be there by  
5 herself?

6 A. She suffered a stroke.

7 Q. I'm not questioning about the reasons for it.  
8 I'm just trying to get an understanding of whether or  
9 not she is able to take care of herself.

10 Do you think she's able to take care of  
11 herself?

12 A. I think that Iris Canada should not stay on her  
13 own. She's 99 years old.

14 Q. When was the last time that she was having an  
15 evening by herself that you're aware of?

16 A. I don't leave her by herself ever.

17 Q. When did you start taking care of her?

18 A. Probably in 2014.

19 Q. In 2014?

20 A. Mm-hmm.

21 Q. So at this point -- so you're telling me that  
22 you don't feel comfortable that your aunt can stay by  
23 herself and it's been at least that way since 2014.

24 And is it fair to say that every night,  
25 wherever you are, she's with you?

1 A. I have no idea.

2 Q. Was it more than half?

3 A. I have no idea. September of when? Last year?

4 Q. Last month.

5 A. Oh, I'm sorry. We are in October.

6 Q. How many months -- how many days of September  
7 would you say that your aunt stayed with you on Empire  
8 Road?

9 A. She stayed with me most nights. Wherever I am,  
10 she is. We were in L.A. in September. We were in -- we  
11 traveled most of the weekend. So she's with me.

12 Q. And why is she always with you?

13 A. Because she likes being with me.

14 Q. And she can't take care of herself? Or you  
15 don't, at least, feel comfortable with her taking care  
16 of herself?

17 A. Since she suffered the stroke at the hands of  
18 her neighbors, no, I don't feel comfortable with her in  
19 670 Page Street alone, if that's your question.

20 Q. When did she have her stroke?

21 A. She had her stroke on May 8th that was induced  
22 by pounding on the walls from her neighbors at 670 Page  
23 Street, that reside and own units at 670 Page Street.

24 Q. So it's your opinion that her neighbors caused  
25 her to have a stroke?

1 Q. And she needs somebody with her in the  
2 evenings, and she needs somebody with her during the  
3 day?

4 A. I think it's -- since her stroke, yeah.

5 Q. And where does she spend the majority of her  
6 days?

7 A. She attends an adult daycare program.

8 Q. And where is that at?

9 A. That's in Oakland.

10 Q. How does she get there?

11 A. Different ways. Sometimes she's transported  
12 through a service and sometimes I take her. Sometimes  
13 another relative takes her.

14 Q. You take her in the morning or you take her  
15 like on your way to work?

16 A. She goes in the morning.

17 Q. They have a shuttle that comes --

18 A. Sometimes she goes in the afternoon. Sometimes  
19 they pick her up.

20 Q. And how many days a week would you say she does  
21 that? Three or four or five?

22 A. Four.

23 Q. Four days a week?

24 A. Yeah.

25 Q. How many times a month? Most every week?

1 Q. Most of the time?  
2 A. She's usually with me.  
3 Q. And when she stays at the residence at City  
4 College, does she stay with you there?  
5 A. No, I don't stay.  
6 Q. You don't stay there with her?  
7 A. No. But she's with a relative.  
8 Q. Where does she stay when you're at Marion's  
9 house?  
10 A. She's with me. That's why I'm there.  
11 Q. No, no. I'm sorry.  
12 Where does Iris Canada stay when you're at  
13 Marion's house?  
14 A. She's there.  
15 Q. So she will stay with you when you stay at  
16 Marion's house?  
17 A. Yes.  
18 Q. So when was the last time that Iris Canada ever  
19 stayed at 670 Page Street by herself?  
20 A. She's not stayed at 670 Page Street by herself  
21 for a while.  
22 Q. A year?  
23 A. When she's there, there are people there with  
24 her.  
25 Q. So the only time that you're comfortable with

1 her staying at Page Street is when somebody is with her?

2 A. Yes.

3 Q. And the majority of the time she's with you,  
4 and she's either staying on Empire Road or she's staying  
5 with Marion by City College?

6 A. Or other relatives. Sometimes she's in L.A.  
7 If she's in L.A. -- she was with my Aunt Julia or with  
8 my other aunt. When she was in Texas, she was with my  
9 uncle.

10 Q. Who would you consider to be the person that  
11 takes care of Iris Canada the most?

12 A. When she's in California, I would say it would  
13 be me.

14 Q. You're the primary caregiver for her?

15 A. Yes. I would say since 2012, more since my mom  
16 died because, prior to that, it's my mom.

17 Q. Does anybody help you?

18 A. Right now?

19 Q. Yeah.

20 A. It's very difficult.

21 Q. Do you get any help from Marion?

22 A. Yeah, Marion helps me.

23 Q. How often does she help you?

24 A. When she can.

25 Q. What does she do? Does she watch her for a

1 your aunt spent the night at Page Street?

2 A. Last night.

3 Q. And excluding last night and Sunday?

4 A. Exact dates, I can't give you exact dates.

5 Q. But it's before her stroke?

6 A. Yes.

7 Q. Prior to her having her stroke, were you still  
8 taking care of her on a regular basis?

9 A. Pretty much.

10 Q. And that started around the summer of 2012?

11 A. No. In December of 2012 --

12 Q. Let's go back.

13 A. -- I was --

14 Q. I'll withdraw the question. I'll ask the  
15 question a different way.

16 You remember on -- around July of 2012 there  
17 was an incident when your aunt had gone missing.  
18 Somebody was concerned that she was missing.

19 A. Excuse me?

20 Q. That she was missing.

21 A. My aunt has never gone missing.

22 Q. Somebody in the building was concerned that she  
23 hadn't returned or she wasn't there.

24 A. Excuse me?

25 Q. Okay. What made you go over there that time in

1 Q. I'm going to show you a document.

2 Now, you're telling me you can't see this  
3 because you don't have your glasses on?

4 A. I'm telling you that I can't read it because I  
5 don't have my glasses on.

6 Q. From what you can make out, do you recognize  
7 that? Have you ever seen anything that looks similar to  
8 that before?

9 A. I cannot make this out, and I'm not going to  
10 say that I've seen this because I can't make this out.

11 Q. So it's your testimony that the first time that  
12 you ever learned that you had to appear at a deposition  
13 was when we were in court and Judge Quidachay told you  
14 that you needed to appear?

15 A. Yes. When I knew that I was subpoenaed --

16 Q. Very well. When -- so you had indicated that  
17 besides the health reasons that you go to L.A., which is  
18 recently, within the past few months or so, I guess  
19 since May, you spend half of your time on Empire Road  
20 and half of your time at the house -- or at the  
21 residence by City College; correct?

22 A. Yes.

23 Q. And when you stay at 9969 Empire Road, Iris  
24 Canada stays with you?

25 A. Yes.

ZACKS, FREEDMAN & PATTERSON, PC  
235 MONTGOMERY STREET, SUITE 400  
SAN FRANCISCO, CALIFORNIA 94104

1 Andrew M. Zacks (SBN 147794)  
2 Mark B. Chernev (SBN 264946)  
3 ZACKS, FREEDMAN & PATTERSON, PC  
4 235 Montgomery Street, Suite 400  
San Francisco, CA 94104  
Tel: 415.956.8100  
Fax: 415.288.9755

5 Attorneys for Plaintiffs  
6 Peter M. Owens  
7 Carolyn A. Radisch  
Stephen L. Owens

8 SUPERIOR COURT - STATE OF CALIFORNIA

9 COUNTY OF SAN FRANCISCO - UNLIMITED CIVIL JURISDICTION

10  
11 PETER M. OWENS, an individual,  
12 CAROLYN A. RADISCH, an individual,  
13 STEPHEN L. OWENS, an individual,  
14 Plaintiffs,

15 vs.

16 IRIS CANADA an individual, OLD  
17 REPUBLIC TITLE COMPANY, a California  
18 corporation, and DOES 1-10, inclusive,

19 Defendants.

Case No.: CGC-14-543437

DECLARATION OF ANNA MUNOZ IN  
SUPPORT OF PLAINTIFFS'  
MEMORANDUM OF POINTS AND  
AUTHORITY IN SUPPORT OF  
SETTING BOND AMOUNT FOR STAY  
PENDING APPEAL AND OPPOSITION  
TO STAY PENDING APPEAL

Date: November 1, 2016

Time: 2:00 p.m.

Dept.: 502

Judge: Hon. A. James Robertson, II

20 I, Anna Munoz, declare as follows:

21 1. I have personal knowledge of the following facts discussed below and would  
22 testify truthfully thereto if called to do so. I have lived at 676 Page Street, San Francisco,  
23 California on a full time basis for approximately 6 years. My residence is located above 670  
24 Page Street, which was Iris Canada's unit. 676 Page Street is my full time and only residence.  
25

26 2. I used to see Iris Canada about once a week. She would often open her door as I was  
27 entering the building and she would explain to me that she thought people were ringing her  
28

1 doorbell. She often seemed worried and I would reassure her that it was just me entering the  
2 building. One time, to my surprise, I saw her walking back up the stairs towards her unit. That  
3 time she also said she thought she heard someone ring the bell. Every time I saw her, I would  
4 take the time to chat with her and make sure everything was okay.

5 3. A young lady, whom I was told was a relative of hers, used to come to the unit to  
6 check up on her on a regular basis, I would see her about once a week or every other week as  
7 she would always either park in or block my driveway. I would always have to ring the bell  
8 and ask her to move her car so that I can get in or out of my garage. On those occasions, I  
9 would often see Iris Canada standing at her door waiting for the young lady. The last time I  
10 ever saw the young lady, was the time that we found a dead rat placed just outside of her door.  
11 I believe that it became evident to the relative at the time that Iris Canada could no longer live  
12 alone and take care of herself or her home. Soon after that is when Iris Canada stopped residing  
13 in the apartment and I haven't seen the young lady since.

14 4. In the last 4 years, I have only seen Iris Canada when she would arrive at the  
15 building with Iris Merriouns. They would arrive, stay for a few hours and then leave and not be  
16 seen again for several months. I always knew when they were here because Iris Merriouns

17 would park her car very near the building. This was either on the weekend or after working  
18 hours. One example was the night Iris Canada was first served court papers. I witnessed them  
19 arrive that evening and then leave after Iris Canada was served with court documents, not to be  
20 seen again for months. There was also the time when Peter Owens changed the lock to the unit  
21 and had a copy made for Iris Canada, my neighbors offered her the key when they arrived but  
22 Iris Merriouns flatly refused it saying "I'm not taking that, I don't know what it is." Iris  
23 Merriouns then proceeded to change the locks, without providing Peter Owens a copy, and left  
24  
25  
26  
27  
28

1 with Iris Canada that same evening and again not to return for a long time. There were times  
2 when packages were left on her door for very long periods of time. There was also the incident  
3 where the smoke detector was sounding off inside her unit, something that continued around  
4 the clock for over a month.

5 In more recent times, namely this year (2016), I have seen less of Iris Canada yet more  
6 of Iris Merriouns with each time being around the same time that there would be a major event  
7 such as a court hearing, namely a stay of execution or a public protest. Both would stay a  
8 couple days leading up to the hearing and then leave after the hearing ruled in their favor. Not  
9 to be seen again for a long time.

10 On May 31<sup>st</sup>, sometime after 6 pm, Abdoulla Yasef, her supposed "caretaker" came to  
11 the building alone and somehow couldn't get into the unit because he misplaced his key. Peter  
12 Owens, who was visiting at the time, ran into him and had a cordial conversation with him. At  
13 the time, we were all in the Geoff Pierce's apartment next door having an HOA meeting and  
14 witnessed this. After Abdoulla and Peter chatted for a bit, Abdoulla left and returned sometime  
15 after 10 pm with both Iris Canada and a locksmith. Up to this point, I recall not seeing Iris  
16 Canada for a long time. In the span of 2 - 3 months that Mr. Yasef was her "caretaker", this  
17 was the only time I ever saw them together. I believe he was staying at the unit without Iris  
18 Canada as I often witnessed him leave early in the morning and return usually after 6 pm. I no  
19 longer see Mr. Yasef.

20 On June 27<sup>th</sup>, there was a three day protest at the building. While Iris Canada was  
21 present during that time it appears that both Iris Merriouns and Iris Canada had left sometime  
22 after it was over and I believe they returned briefly for Iris Canada's 100<sup>th</sup> birthday sometime  
23 in mid July only to leave again shortly thereafter.

1 For five straight days, from September 8<sup>th</sup> – 12<sup>th</sup>, I saw the Sheriff's posting for  
2 repossession of the unit taped on the door of 670 Page. At around 9:05 pm on the evening of  
3 September 12<sup>th</sup>, my husband and I hear Iris Merriouns enter the building alone. She proceeded  
4 to grab the mail as well as the Sheriff's notice that was on the door. I had looked out the  
5 window and saw Iris Merriouns walking back to her car that was parked on the corner of Page  
6 and Steiner next to a fire hydrant, which is about 100 feet from the building. She was alone and  
7 carrying a bunch of mail in her arms. At the same time my husband went downstairs and saw  
8 the notice removed from the door. At exactly 9:33pm my husband leaves the building and  
9 witnesses both Iris Merriouns and Iris Canada enter the building and walk up the flight of stairs  
10 and into the unit. By 9:45pm, the SFFD had arrived and entered the building. At around  
11 10:15pm, I am looking out of my window to see what was going on and witnessed the  
12 paramedics take her out of the building in a chair and move her into a gurney that was  
13 stationed out on the sidewalk. With some assistance, Iris Canada was able to get up from her  
14 seat and into the gurney. She was attentive, moving around and able to talk to both the  
15 paramedics and her niece. She appeared fine and in absolutely no emotional distress at all. This  
16 was the first time I had seen her at the building since the June 27<sup>th</sup> protests.  
17  
18  
19

20 5. Based on my having lived at 676 Page Street San Francisco CA 94117 for 6  
21 years, and having observed the comings and goings, sounds, and general neighborly  
22 observations on an almost daily basis, I am firmly convinced that 670 Page Street has not been  
23 Iris Canada's primary residence since approximately June 2012.  
24

25 6. On June 27<sup>th</sup> and for two days following, there were protests at our building  
26 organized by the Housing Rights Committee of San Francisco. On the first day people yelled at  
27 us, flipped us off when we looked out the window and used a megaphone that was so loud we  
28

1 could hear it at the back of the house. This was an attack specifically on the residents of the  
2 building in an attempt to get us to persuade Peter to drop the lawsuit. People were projecting  
3 hostility and anger towards us. I even heard one of the lead protesters who organized the event,  
4 Tommi Avicolli Mecca, remind the crowd that they are not here to threaten us but to speak out  
5 to the residents who could have some "influence" over the matter. Iris Merriouns was also a  
6 part of the protests and spoke on the megaphone. According to Peter, she had lied to him and  
7 told him she was not a part of it.  
8

9       On the second day of the protest, my husband, baby and I leave as they are beginning to  
10 assemble. As I exit the building, I asked Tommi Avicolli Mecca to stop harassing us.  
11 Immediately, an unknown African-American lady starts shouting at me. I then turn to Tony  
12 Robles, a staff member of the Senior and Disability Action, and asked him if he was Mexican.  
13 To me he appeared Mexican and since I am also Mexican I was hoping to find a common  
14 ground to discuss the situation. He immediately denounced my heritage and said "You sure as  
15 hell don't look Mexican, you look white!" and proceeded to just taunt me. Because of the  
16 protests, I didn't come home until late that evening. On the third and final day of the protests, I  
17 didn't come home at all.  
18

19       On September 22<sup>nd</sup>, we were literally ambushed with another protest in front of our  
20 building. This one was much larger and much worse than the previous three day protest. There  
21 were several people who had trespassed onto our roof and dropped a large red banner. My  
22 husband told them to get off but they did not comply. Eventually my husband got on the roof  
23 took it down and threw it over the building into our backyard. One protester jumped the fence  
24 into our backyard and retrieved the banner only to put it back up a third time. At one point Iris  
25 Merriouns, who was also a part of the protest, came up to the third floor landing and said that  
26  
27  
28

1 they would like their banner back. Some words were exchanged and then she proceeded to yell  
2 at me. A heated argument ensued between the both of us. I asked her to leave and told her she  
3 was trespassing. It wasn't until I went back into my apartment that she finally left. The  
4 situation made my heart race and left me frantic, scared and in tears. I've been an emotional  
5 wreck ever since the most recent protests and will most likely need to seek some form of  
6 therapy to get past this. My trauma has gotten to the point where even some of my coworkers  
7 have noticed something is wrong. I now feel very threatened by Iris Merriouns and the hostility  
8 that she is creating.  
9

10 8. As a result of the continued legal proceedings and the harassment that has been  
11 directed at us I have been experiencing a great deal of emotional trauma. It has affected my  
12 mental health and that of my family. I have been experiencing depression, stress and anxiety. I  
13 am currently on edge and living in fear that something dangerous will happen. Iris Merriouns  
14 has been hostile to all of us. In May of 2015, she was hostile towards me when I asked her to  
15 move her car out of my driveway, she refused to move and sat there and argued with me. She  
16 has also given me dirty, threatening looks every time she sees see me, she has been hostile  
17 toward my neighbors and now we have to endure the hostility that is coming from protestors in  
18  
19

20 front of our building. With the most recent protest, the situation has escalated into something  
21 dangerous. I fear that something far worse will happen. I fear for the safety of myself, my  
22 family and our property.  
23

24 9. The inability to condo convert as a result of any ongoing litigation could potentially  
25 put financial stress on me and my family. We may very well run out of time in the condo  
26 conversion process should the litigations continue. Once the deadlines arrive, a moratorium  
27 will set in and we will never again be able to convert. Additionally, banks only offer  
28

1 Adjustable Rate Mortgages at higher interest rates than Fixed 30 yr loans. Those interest rates  
2 could go up at any time, making our mortgage even more expensive. Condo conversion has  
3 always been for the desire to save money. San Francisco is an expensive city to live in, made  
4 even more expensive when one is trying to raise a child.

5 Since the last protest that occurred on September 22<sup>nd</sup>, I have witnessed that my neighbor's, as  
6 well as another unknown person's, vehicle has been vandalized. I believe this is a direct result  
7 of the hostility that has been increasingly generated by the previous protests and the ongoing  
8 and unresolved litigation. I believe that my building and all who reside there are being  
9 maliciously targeted.

10 10. On the early morning of September 23<sup>rd</sup>, at around 6 am and less than 24 hours  
11 since the last protest, an unknown person(s) broke into my neighbor Geoff Pierce's car and  
12 stole the remote to our garage. Geoff Pierce and I share the garage. We have evidence of this  
13 via a Smart Home device that is installed on the garage door that logs when the garage door  
14 opens as well as a video camera. The video camera filmed two individuals enter the garage at  
15 two separate times early that morning.

16 11. On October 1<sup>st</sup>, a vehicle parked in front of my building and partially in my  
17 driveway was also vandalized. The back window was fully broken and I could see all the glass  
18 on the ground. I am not aware of who the vehicle belongs to. This vehicle was a black SUV  
19 and could have easily been mistaken for a vehicle belonging to a resident in the building,  
20 namely my neighbor, Jamie Pierce who also drives a black SUV type car.

21 12. About a week later (exact date unknown), my neighbor Jamie Pierce's car  
22 window was broken when she was parked in a spot adjacent to my neighbor's driveway. This  
23 happened late at night. I believe that her car was targeted because it's been previously  
24

ZACKS, FREEDMAN & PATTERSON, PC  
235 MONTGOMERY STREET, SUITE 400  
SAN FRANCISCO, CALIFORNIA 94104

1 identified as belonging to a building resident. Jamie normally parks in front of the driveway  
2 when not in the garage. Jamie and Geoff are no longer able to park their cars overnight in the  
3 driveway as it is no longer safe to do so.

4 13. In the 6 years that I have lived at 676 Page Street, we have never experienced  
5 this amount of vandalism in such a short amount of time. To my knowledge, never have our  
6 cars been vandalized and never have I felt unsafe. I firmly believe that this is far more than just  
7 a coincidence.  
8

9 14. My previous fears that something would happen to our property has come to be  
10 realized. We have suffered a great deal as a result of the continuous stays and I believe that we  
11 will continue to suffer if this issue continues unresolved. My quality of life has diminished as a  
12 result of the increased hostility, with the protests and vandalism, that has been projected onto  
13 the building residents. I believe that if the situation continues unresolved, we will continue to  
14 suffer as a result and that the suffering will only get worse. I no longer enjoy the peace and  
15 tranquility of my own home that I once did. My home is supposed to be my sanctuary and that  
16 has been violated. I live day-to-day waiting for the next hostile protest or break-in to occur.  
17  
18

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

21 I declare under penalty of perjury of the laws of the State of California that the  
22 foregoing is true and correct.  
23

24 DATED: October 26, 2016

25  
26   
NAME

27 FAX SIGNATURE  
28

1. Andrew M. Zacks (SBN 147794)  
2. Mark B. Chernev (SBN 264946)  
3. ZACKS, FREEDMAN & PATTERSON, PC  
4. 235 Montgomery Street, Suite 400  
San Francisco, CA 94104  
Tel: 415.956.8100  
Fax: 415.288.9755

5. Attorneys for Plaintiffs  
6. Peter M. Owens  
7. Carolyn A. Radisch  
Stephen L. Owens

8. SUPERIOR COURT – STATE OF CALIFORNIA

9. COUNTY OF SAN FRANCISCO - UNLIMITED CIVIL JURISDICTION

10.  
11. PETER M. OWENS, an individual,  
12. CAROLYN A. RADISCH, an individual,  
13. STEPHEN L. OWENS, an individual,  
14. Plaintiffs,

15. vs.

16. IRIS CANADA an individual, OLD  
17. REPUBLIC TITLE COMPANY, a California  
18. corporation, and DOES 1-10, inclusive,  
19. Defendants.

Case No.: CGC-14-543437

**DECLARATION OF JAMIE ANNE  
PIERCE IN SUPPORT OF PLAINTIFFS'  
MEMORANDUM OF POINTS AND  
AUTHORITY IN SUPPORT OF SETTING  
BOND AMOUNT FOR STAY PENDING  
APPEAL AND OPPOSITION TO STAY  
PENDING APPEAL**

Date: November 1, 2016

Time: 2:00 p.m.

Dept.: 502

Judge: Hon. James A. Robertson, II

20.  
21. I, JAMIE ANNE PIERCE, declare as follows:

22. 1. I have personal knowledge of the following facts discussed below and would  
23. testify truthfully thereto if called to do so.  
24.  
25. 2. I have lived at 668 Page Street, San Francisco, California with my husband,  
26. (Geoffrey Raymond Pierce) on a full time basis since July, 2014. Our residence  
27. is located directly adjacent to 670 Page Street, which was Iris Canada's unit.  
28.

ELECTRONICALLY  
**FILED**  
Superior Court of California,  
County of San Francisco  
**10/28/2016**  
Clerk of the Court  
BY: CAROL BALISTRERI  
Deputy Clerk

1 Based on the proximity of my residence to Iris Canada's I would have expected to  
2 meet, be introduced to or even to hear our next door neighbor at some point. However it was  
3 approximately 17 months before I even saw Iris Canada or her niece, Iris Merriouns at the  
4 property, sometime in December 2014. In fact during that first year and half of living here at  
5 668 Page Street I never heard people walking the length of the hallway, never witnesses  
6 anyone coming or going from the entryway, never heard a television, radio, alarm clocks or  
7 even people talking in the adjacent apartment.  
8

9 The most glaring example of Iris Canada's not being present at the building occurred  
10 on 12/13/14, my husband and I began hearing a shrill smoke detector signal coming from her  
11 apartment. That piercing sound could be heard through my walls so on 12/15/14 my husband  
12 kindly left a note on her door asking Iris to change out the battery on her smoke detector. The  
13 alarm went off every minute of every day and was so loud that it would wake me up or  
14 conversely, keep me from sleeping at all. The alarm remained on for approximately 6 weeks.  
15 The sound was not something that someone living in the unit could have tolerated.  
16

17 Additionally I was present on the evening of 1/31/15 when the locks were legally  
18 changed by Peter Owens and subsequently illegally changed by Iris Merriouns later that  
19 evening. At the end of that evening Iris Merriouns became very agitated and confrontational.  
20 She yelled at all of the owners of the building and proceeded to call the police. At one point  
21 she even yelled directly at my husband, she was very intimidating and aggressive in her attacks  
22 on everyone present.  
23

24 Since the beginning of 2015 I have only seen Iris Canada at the building on a handful of  
25 occasions, for brief periods of time, usually not lasting more than 24 hours. Many of those  
26  
27  
28

1 sightings coincided with court case related news appearances or housing activist protests in her  
2 honor.

3 Based on my having lived at 668 Page Street for 2 and half years, and observing the  
4 comings and goings, sounds, and general neighborly observations, I am firmly convinced that  
5 Iris Canada has not resided at 670 Page Street since I have lived here.  
6

7 While the inability of the building to condo convert is certainly affecting my husband's  
8 ability to provide financial security for our family, the mental anguish and stress that Iris  
9 Merriouns has placed upon me personally are significant and should not go unreported.  
10

11 On more than one occasion I have been yelled at, derided or intimidated by Iris  
12 Merriouns directly. Additionally, on multiple occasions over the past several months Iris  
13 Merriouns has organized large scale protests at our building; at one such protest one of her  
14 supporters shouted at me and boo'd at me as I entered the building. As well I have been hissed  
15 at by groups of people as I entered and exited the building on multiple occasions; Iris  
16 Merriouns has left the front door open to the rest of the building open during these events. It is  
17 apparent that the protesters that attend these rally's are not interested in the facts of the case it  
18 is therefore easy to understand why this type of "protest" makes me feel VERY unsafe in my  
19 home.  
20

21 Approximately one month ago there was a protest of approximately 150 people at 8am  
22 right in front of the building. People were yelling at the apartment building and I couldn't even  
23 walk in front of our windows without being shouted at. The "protestors" then proceeded to  
24 scale the adjacent construction site so that they could trespass on our rooftop and hang a banner  
25 regarding their cause. I started to have a panic attack and call my husband to have him return  
26 from work so that he could escort me out of the building. I was genuinely afraid there might be  
27  
28

ZACES, FREEDMAN & PATTERSON, PC  
235 MONTGOMERY STREET, SUITE 400  
SAN FRANCISCO, CALIFORNIA 94104

1 strangers in the building. Luckily my husband was able to return home and I was able to leave  
2 for work shortly thereafter, albeit very late for work.

3 Ironically, that same night, my husband's car was broken into right outside of our  
4 home. Needless to say, the recent escalation of tension associated with these protests as well  
5 as the continued combative nature of Mrs. Merriouns has left me feeling very uncomfortable,  
6 unsafe and nervous within the confines of my own home. I implore the courts to take action on  
7 this matter so that I can once again feel secure in my home.  
8

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

11  
12 DATED: October 25th, 2016

13  
14   
JAMIE ANNE PIERCE

15  
16  
17 FAX SIGNATURE  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

ZACKS, FREEDMAN & PATTERSON, PC  
235 MONTGOMERY STREET, SUITE 400  
SAN FRANCISCO, CALIFORNIA 94104

1 Andrew M. Zacks (SBN 147794)  
2 Mark B. Chernev (SBN 264946)  
3 ZACKS, FREEDMAN & PATTERSON, PC  
4 235 Montgomery Street, Suite 400  
5 San Francisco, CA 94104  
6 Tel: 415.956.8100  
7 Fax: 415.288.9755

8 Attorneys for Plaintiffs  
9 Peter M. Owens  
10 Carolyn A. Radisch  
11 Stephen L. Owens

12 SUPERIOR COURT - STATE OF CALIFORNIA

13 COUNTY OF SAN FRANCISCO - UNLIMITED CIVIL JURISDICTION

14 PETER M. OWENS, an individual,  
15 CAROLYN A. RADISCH, an individual,  
16 STEPHEN L. OWENS, an individual,  
17 Plaintiffs,

18 vs.

19 IRIS CANADA an individual, OLD  
20 REPUBLIC TITLE COMPANY, a California  
21 corporation, and DOES 1-10, inclusive,  
22 Defendants.

Case No.: CGC-14-543437

DECLARATION OF GEOFFREY  
RAYMOND PIERCE IN SUPPORT OF  
PLAINTIFFS' MEMORANDUM OF  
POINTS AND AUTHORITY IN SUPPORT  
OF SETTING BOND AMOUNT FOR  
STAY PENDING APPEAL AND  
OPPOSITION TO STAY PENDING  
APPEAL

Date: November 1, 2016

Time: 2:00 p.m.

Dept.: 502

Judge: Hon. James A. Robertson, II

23 I, GEOFFREY RAYMOND PIERCE, declare as follows:

- 24 1. I have personal knowledge of the following facts discussed below and would  
25 testify truthfully thereto if called to do so.
- 26 2. I have lived at 668 Page Street, San Francisco, California on a full time basis for  
27 approximately 8 years. My residence is located directly adjacent to 670 Page  
28 Street, which was Iris Canada's unit.

ELECTRONICALLY  
**FILED**  
Superior Court of California,  
County of San Francisco  
**10/28/2016**  
Clerk of the Court  
BY: CAROL BALISTRERI  
Deputy Clerk

ZACKS, FREEDMAN & PATTERSON, PC  
235 MONTGOMERY STREET, SUITE 400  
SAN FRANCISCO, CALIFORNIA 94104

1 Iris Canada's and I share an approximately 80 foot long common wall that stretches the  
2 entire length of our unit. Upon moving to 668 Page Street I would typically see Iris Canada 3-4  
3 times per week. Our interactions were always very cordial and I would regularly help her  
4 retrieve mail from the landing just below ours. This type of common interaction continued for  
5 approximately 4 years.  
6

7 Beginning in the summer of 2012 I stopped seeing Iris Canada on a regular  
8 basis. Between the summer of 2012 and the beginning of 2015, I only saw Iris Canada at the  
9 building two times, once in late 2014 when her niece, Iris Merriouns, specifically brought her  
10 to the building and proceeded to knock on my door to proclaim that Iris, "was in the  
11 building". Additionally I saw Iris Canada at the beginning of 2015, on 1/31/15, when both she  
12 and her niece came here to illegally change the locks on Peter Owen's unit without giving him  
13 proper notification.  
14

15 Since the summer of 2012 it seems that Iris Canada's mail has been redirected because  
16 I have not seen her collect it since then. Several times over the past four years there have been  
17 packages delivered to her doorstep which have remained undisturbed and uncollected,  
18 sometimes for a period of several months. Many times during the course of this trial,  
19 subpoenas from this court proceeding would sit uncollected for weeks at a time.  
20

21 Based on the proximity of my residence to Iris Canada's and our shared common wall,  
22 I used to hear typical residential sounds coming from her unit, not limited to people walking  
23 the length of the hallway, television, radio, alarm clocks and talking and I would normally hear  
24 people coming to visit her approximately once a week. Between summer 2012 and the spring  
25 of 2015 I did not hear any such sounds emanating from her residence.  
26  
27  
28

1 The most glaring example of Iris Canada's absence from the building occurred on  
2 12/13/14. On that day, my wife and I began hearing a shrill "low-battery" smoke detector  
3 signal coming from her apartment. That very high-pitched and annoying sound could easily be  
4 heard through my walls so on 12/15/14 I left a note on the door kindly asking Iris to change out  
5 the battery on her smoke detector or to let me know if she needed help to do so. The alarm  
6 went off each and every minute of every day and every night and was so loud from my  
7 apartment that it would sometimes wake me up from a sound sleep or conversely, keep me  
8 from sleeping at all. The alarm remained on until 1/21/15 (approximately 6 weeks after first  
9 hearing it). By my calculations the alarm went off over 60,000 times and was not something  
10 that someone living in the unit could have tolerated. The note that I had left on the door  
11 remained there for the entire six weeks that the alarm was going off. I have photo  
12 documentation of the letter that I left on the front door and the fact that it was still in the exact  
13 same position almost 6 weeks later (a couple of days prior to 1/21/15, when the alarm battery  
14 was finally replaced).

15  
16  
17 Additionally I was present on the evening of 1/31/15 when the locks were legally  
18 changed by Peter Owens and subsequently illegally changed by Iris Merriouns later that  
19 evening. In order to give access to the back door for Peter's locksmith, I entered the unit for a  
20 total of two minutes and was able to observe mold growing in the bathtub and a toilet in which  
21 the water had completely evaporated from the bowl, the stench of sewer gases coming from the  
22 dry p-trap was not pleasant, nor livable. At 9pm that evening, Iris Canada was brought to the  
23 building by Iris Merriouns. When I met Iris Canada and Iris Merriouns outside of 670 Page,  
24 Iris Merriouns became very agitated and confrontational. She yelled at all of the owners of the  
25 building and proceeded to call the police.  
26  
27  
28

1 Since the beginning of 2015 I have seen Iris Canada at the building on a handful of  
2 occasions, for brief periods of time, usually not lasting more than 24 hours. Many of those  
3 sightings coincided with court case related news appearances or housing activist protests in her  
4 honor.

5 Since the spring of 2015, there has been a concerted effort on the part of Iris Merriouns  
6 to clean up the apartment and make it look habitable including the arrival of a large cleaning  
7 crew that entered the apartment to clear out junk and debris. Comcast cable was reinstalled at  
8 the unit just a few days prior to Iris Canada's first television appearance. I have witnessed Iris  
9 Merriouns sneak into the building past midnight to retrieve mail which was recently redirected  
10 back to 670 Page Street, presumably in an attempt to re-establish the appearance of residency.  
11 In the past six months Iris Canada's visits to the building have become more frequent but  
12 usually coincide with a media interview, lawyer visiting her at her "home", protests being  
13 staged in her honor or an impending or just concluded court hearing. Her visits are very brief  
14 and upon departure it is usually several weeks before she next returns.

15 Based on my having lived at 668 Page Street for 8 years, and observing the comings  
16 and goings, sounds, and general neighborly observations, I am firmly convinced that Iris  
17 Canada has not resided at 670 Page Street since the summer of 2012.

18 The fact that our building has not been able to condo convert has, by my estimation,  
19 cost me in excess of \$12,000 in higher mortgage payments which could have been lowered had  
20 Iris Canada agreed to sign the condo conversion paperwork when it was first requested over  
21 two years ago. By delaying the condo conversion further I have additional financial burdens  
22 that could be induced by rising interest rates, diminished value of my home if I need to sell for  
23 any reason until this matter is resolved and the real possibility that the current condo  
24

1 conversion process may be suspended at which point my unit will NEVER be able to convert  
2 since we are a 6-unit building which will not be eligible for conversion after the current  
3 process is suspended. If this becomes a reality and my unit does not condo convert I will be  
4 forced to accept having a variable rate mortgage for the rest of the time I own the unit which  
5 could very well affect my financial stability, force me to sell my unit and potentially leave San  
6 Francisco altogether. The longer these proceedings take to resolve, the larger and more real  
7 these financial burdens become.  
8

9 More importantly though, and the reason that I am taking the time to write this  
10 declaration, is the fact that this litigation process has placed undue stress upon my family.  
11 While there have been very tangible events like the time Iris Canada's fire alarm was going off  
12 for 6 weeks and we could not sleep due to the disturbance, there has also been much more  
13 severe emotional distress caused directly by Iris Merriouns and this litigation. On one such  
14 occasion, Iris Merriouns and I passed each other in the main entryway to the building; she  
15 purposefully stepped into my path of travel, pointed in my face and said in a menacing tone,  
16 "You ain't seen NOTHING yet!" I felt very threatened by her presence and her tone of voice.  
17  
18

19 Additionally, on multiple occasions over the past several months Iris Merriouns has  
20 organized large scale protests at our building; at one such protest one of her supporters shouted  
21 at me, "I hope you die and go to hell!" As well I have been hissed at by groups of people and  
22 booed as I entered and exited the building on multiple occasions, the protestors have even  
23 shouted at my wife and I while we were in our living room, to the point where we left the  
24 building altogether. The protesters that attend these rally's are not interested in the facts of the  
25 case, they are driven by emotional sentiment amplified by Iris Merriouns' lies associated with  
26 the circumstances of the case and in most cases are very angry individuals.  
27  
28

1 Approximately one month ago there was a protest of approximately 150 people at 8am  
2 right in front of the building. My wife called me at work; she was in a panic and stated that  
3 people had scaled the adjacent construction site so that they could trespass on our rooftop and  
4 hang a banner regarding their cause. She was scared to leave the house due to the fact that she  
5 thought strangers might be in the building and she requested that I return home from work (I  
6 had left early that morning) to escort her to her car. I had to leave work to do just that,  
7 something that I should never have had to do if it weren't for Iris Merriouns staging these  
8 angry protests. To see my wife in a state of panic was unsettling and entirely unnecessary.

10 Ironically, that same night, my car was broken into right outside of our home. While I  
11 have no evidence to prove that any of the mornings' protestors were involved in the break-in, it  
12 is a curious coincidence that very well may be due to the fact that 150 angry people were  
13 outside my home that morning. Needless to say the recent escalation of tension associated with  
14 these protests the have left me and my wife feeling very uncomfortable, unsafe and nervous  
15 within the confines of our own home.

17 In the span of one month since the protest was held, three cars have been broken into  
18 while parked in front of our building, a highly unusual rate of break-ins for our neighborhood.

20 While it may simply be coincidence, it is possible that someone may have targeted our building  
21 because of the animosity generated at the protests.

22 I hereby implore the court to take action on this matter. The facts of the case have not  
23 changed, Iris Canada does not reside at 670 Page Street and she failed to maintain the unit in a  
24 habitable condition. Despite countless reasonable attempts to restore Iris Canada's life estate  
25 by Peter Owens, no agreement could be reached and the court ordered legal fees have not been  
26 remanded to Peter Owens, the rightful owner of the unit. Iris Merriouns has recently escalated  
27  
28

ZACKS, FREEDMAN & PATTERSON, PC  
235 MONTGOMERY STREET, SUITE 400  
SAN FRANCISCO, CALIFORNIA 94104

1 her actions to include protest activities that preclude a safe living environment for my family.  
2 Continued delay will only embolden Iris Merriouns to employ further tactics to obfuscate the  
3 facts of the case, impede Peter Owen's due process as well as intimidate and financially harm  
4 her aunt's neighbors. We all wish the outcome of this case was different but the duplicitous  
5 behavior of Iris Merriouns throughout this litigation warrant that the court take immediate  
6 action in Peter Owens' favor.  
7

8 I declare under penalty of perjury of the laws of the State of California that the  
9 foregoing is true and correct.  
10

11 DATED: October 25th, 2016  
12

13   
14 GEOFFREY RAYMOND PIERCE  
15

16 FAX SIGNATURE  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

ZACKS, FREEDMAN & PATTERSON, PC  
235 MONTGOMERY STREET, SUITE 400  
SAN FRANCISCO, CALIFORNIA 94104

1 Andrew M. Zacks (SBN 147794)  
2 Mark B. Chernev (SBN 264946)  
3 ZACKS, FREEDMAN & PATTERSON, PC  
4 235 Montgomery Street, Suite 400  
San Francisco, CA 94104  
Tel: 415.956.8100  
Fax: 415.288.9755

5 Attorneys for Plaintiffs,  
6 Peter M. Owens  
7 Carolyn A. Radisch  
Stephen L. Owens

8 SUPERIOR COURT - STATE OF CALIFORNIA

9 COUNTY OF SAN FRANCISCO - UNLIMITED CIVIL JURISDICTION

10  
11 PETER M. OWENS, an individual,  
12 CAROLYN A. RADISCH, an individual,  
13 STEPHEN L. OWENS, an individual,  
14 Plaintiffs,

15 vs.

16 IRIS CANADA an individual, OLD  
17 REPUBLIC TITLE COMPANY, a California  
18 corporation, and DOES 1-10, inclusive,  
19 Defendants.

Case No.: CGC-14-543437

DECLARATION OF CHRISTOPHER  
BEAHN IN SUPPORT OF PLAINTIFFS'  
MEMORANDUM OF POINTS AND  
AUTHORITY IN SUPPORT OF SETTING  
BOND AMOUNT FOR STAY PENDING  
APPEAL AND OPPOSITION TO STAY  
PENDING APPEAL

Date: November 1, 2016  
Time: 2:00 p.m.  
Dept.: 502  
Judge: Hon. James A. Robertson, II

20  
21 I, Christopher Beahn, declare as follows:

22 1. I have personal knowledge of the following facts discussed below and would  
23 testify truthfully thereto if called to do so. Along with my wife, and our 2 children, I live at  
24 674 Page Street, San Francisco, California. I have been residing at that address on a full time  
25 basis for approximately 8 years. My residence is located directly above 670 Page Street, which  
26 was Iris Canada's unit. 674 Page Street is my full time and only residence.  
27  
28

1           2.       Seeing Iris Canada several times per week was a normal part of our lives. She  
2 popped her head out whenever someone would come up the stairs, asking for help getting her  
3 mail or just chatting. She loved to pet our dog, and talk about her years living in the building  
4 with her husband James. She would show us his artwork and spoke about how he was a welder.  
5 Then in July 2012, we were unable to get Iris to answer her door, and were understandably  
6 concerned. We eventually discovered that her niece Iris Merriouns had removed Iris Canada to  
7 Oakland due to the state of the apartment. We did not see Iris Canada again until late 2015.  
8

9           3.       The following are some examples of why we believe 670 Page Street was  
10 unoccupied completely between July 2012 and late 2015. These are also why we believe Iris  
11 Canada still does not reside in 670 Page Street.  
12

13           4.       We never saw Iris Canada. There was no discernable activity or sounds  
14 emanating from the unit. Aside from some hired cleaners in July of 2012, we did not see  
15 anyone remove garbage or recycling from the unit. The regular delivery of Meals on Wheels  
16 ceased. There was no indication of regular mail service.  
17

18           5.       In December 2015, a loud beeping consistent with a smoke detector low battery  
19 alert began sounding from 670 Page. It was clearly audible within the common stairwell and  
20 within our own unit. This noise went on for more than a month before someone stopped by the  
21 unit and fixed the issue.  
22

23           6.       We have a dog who requires multiple walks per day. So every night for the last  
24 8 years I have taken him out after 9:00 PM for his final walk. For the first several years, we  
25 would always hear the tv and see the flicker of its lights in Iris Canada's living room windows.  
26 Then in July 2012, it became clear that the tv was no longer being turned on, and that the lights  
27 in the unit never changed. The same lights were on for months at a time, with no adjustment or  
28

1 change. If a light would go out, it would be out for months, presumably until a lightbulb was  
2 changed, and then would come back on.

3 7. As many seniors are apt to do, Iris Canada's heat was always on. So much so,  
4 that we barely used our own furnace for the first 4 years we lived in the building. This was  
5 apparent due to the heat rising into our unit through the floors, as well as the furnace clearly  
6 being on in the shared garage space where they are housed. The furnace and blower were  
7 constantly running and clearly audible, and the temperature in the garage was constantly quite  
8 warm. After July 2012, it became clear that the heat within 670 was no longer on. Our own  
9 apartment returned to a normal temperature, as did the garage. I noted the furnace was clearly  
10 no longer running whenever I was in the garage.

11 8. On several occasions, packages or letters were left in front of the door of 670  
12 Page. These remained untouched for weeks or even months at a time.

13 9. When we did begin to see Iris Canada again starting in late 2015, it was only a  
14 handful of occasions when she would be brought to the building by her niece Iris Merriouns.  
15 These seemed to coincide with a reporter or camera crew coming to the apartment, and did not  
16 last more than a few hours. In 2016 Iris Canada began returning for overnight stays, although  
17 these also seemed to coincide with media events or protests outside of the building. She never  
18 stayed more than a night or two, excepting one point when she seemed to have a live-in  
19 caregiver in March. This did not last long, and soon the apartment was again inactive. Within  
20 the last few weeks, Iris has been in the apartment more often.

21 10. We know when Iris Canada is in the building due to either seeing her or her  
22 caregivers (usually Iris Merriouns), noting the tv/lights changing when we pass the apartment,  
23 hearing and feeling her furnace being on, and by the smell of cigarette smoke in our apartment.  
24

1 The cigarette smoke is particularly strong, and is of concern for our children. (Note: I assume  
2 the cigarette smoke is coming from a caregiver, since we never saw or smelled smoke from Iris  
3 Canada when she did live in the building.)

4 11. Based on my having lived at 674 Page Street for 8 years, and having observed  
5 the comings and goings, sounds, use of the furnace, lack of changes in lighting and general  
6 neighborly observations on an almost daily basis, I am firmly convinced that Iris Canada has  
7 not resided at her residence with any consistency since approximately July 2012.

8 12. Since the end of 2015, the court case between Peter Owens et al. and Iris  
9 Canada has resulted in a toxic environment at the building, especially when Iris Merriouns has  
10 been present. On several occasions the police have been called, and there seem to be constant  
11 verbal altercations between Iris Merriouns and various owners in the building. On a recent  
12 occasion (September 22, 2016) when a protest was going on outside the building, I clearly  
13 heard Iris Merriouns and Anna Apke (676 Page) screaming at each other. Anna Apke was  
14 saying, "What did I ever due to you? This is harassment!" Iris Merriouns replied with a string  
15 of expletives. Anna was home with their 3 year-old daughter and several protestors had  
16 somehow gained access to our building and were right above her apartment on the roof.  
17  
18  
19

20 13. On September 12, 2016, I encountered Iris Merriouns bringing her great aunt,  
21 Iris Canada, up the stairs into the building. The apartment had been empty since at least the  
22 previous Wednesday, September 7, which we know because there was a posting from the  
23 sheriff that had to be removed in order to open the door to the apartment. A very short time  
24 later paramedics arrived and took Iris Canada to the hospital.

25 14. All of these have led to a caustic environment, and have resulted in a great deal  
26 of undue anxiety on the part of my wife and myself. During protests, my wife and I have  
27  
28

1 driven away from our home rather than have our children walk through the throngs of  
2 protestors. My wife dreads walking into the building in fear of a confrontation with Iris  
3 Canada's family, and has been under considerable stress from the whole situation.

4 15. Our neighbor's car has been broken into twice in September 2016 while being  
5 parked in front of our building. Another similar looking car was broken into in front of our  
6 building during this same period. Although vehicle crimes are not rare in our neighborhood, 3  
7 in the exact same location and in the short span of a few weeks certainly seems excessive.  
8 There were no other nearby cars similarly vandalized. During the protest on September 22,  
9 2016, several protestors climbed onto the roof of our building. We have questioned our safety  
10 within the unit, have installed alarms on our windows and have proposed security cameras for  
11 the building.  
12

13 16. It is worth noting that during all of this, we have been patiently waiting almost 2  
14 years for the court case to run its course. We have been open to resolving this amicably. We  
15 have reached out to our city Supervisor, London Breed, on multiple occasions to ask for  
16 assistance in mediating some type of resolution. We have hosted a representative from her  
17 office, and basically been told that there is little they could do. We have let Peter Owens know  
18 that we were willing to accept modifications to the life estate, if it resolves the issue. He  
19 attempted to negotiate a compromise, but has been led on and then rebuffed again and again by  
20 Iris Canada on the advice of her family.  
21


22 17. At this point, I have no hope that this issue will be settled. Instead, the  
23 continued delays seem to invite increasingly aggressive protests and actions by Iris Canada's  
24 supporters and family, and deepen our own concerns regarding our safety and the likelihood of  
25  
26  
27  
28

ZACKS, FREEDMAN & PATTERSON, PC  
235 MONTGOMERY STREET, SUITE 400  
SAN FRANCISCO, CALIFORNIA 94104

1 further criminal activity. Further, dragging out a resolution appears to be having negative  
2 affects on Iris Canada's health, as is evidenced by her recent hospitalization.

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

5  
6 DATED: October 24, 2016

7   
8 Christopher Beahn

9  
10  
11 FAX SIGNATURE  
12  
13  
14  
15  
16  
17  
18  
19

ZACKS & FREEDMAN, P.C.  
235 MONTGOMERY STREET, SUITE 400  
SAN FRANCISCO, CALIFORNIA 94104

1 ANDREW M. ZACKS, SBN 147794  
2 MARK B. CHERNEV, SBN 264946  
3 ZACKS & FREEDMAN, P.C.  
4 235 Montgomery Street, Suite 400  
San Francisco, CA 94104  
Tel: 415.956.8100  
Fax: 415.288.9755

5 Attorneys for Plaintiffs  
6 Peter M. Owens  
7 Carolyn A. Radisch  
Stephen L. Owens

ELECTRONICALLY  
**FILED**  
Superior Court of California  
County of San Francisco  
**10/05/2015**  
Clerk of the Court  
BY:ROMY RISK  
Deputy Clerk

8 **SUPERIOR COURT – STATE OF CALIFORNIA**  
9 **COUNTY OF SAN FRANCISCO – UNLIMITED CIVIL JURISDICTION**

10 PETER M. OWENS, an individual,  
11 CAROLYN A. RADISCH, an individual,  
12 STEPHEN L. OWENS, an individual,

13 Plaintiffs,

14 vs.

15 IRIS CANADA an individual, OLD  
16 REPUBLIC TITLE COMPANY, a California  
17 corporation, and DOES 1-10, inclusive,

18 Defendants.

Case No.: CGC-14-543437

**AMENDED DECLARATION OF  
MICHEL BECHIRIAN IN SUPPORT OF  
AMENDED MOTION FOR SUMMARY  
JUDGMENT OR IN THE  
ALTERNATIVE SUMMARY  
ADJUDICATION**

Date: December 22, 2015  
Time: 9:30 a.m.  
Dept.: 501  
Judge: Hon. Ronald E. Quidachay

Action Filed: December 30, 2014  
Trial Date: January 25, 2016

19  
20  
21 I, Michel Bechirian, declare as follows:

22  
23 1. I am an individual over the age of 18. I have personal knowledge of the  
24 following facts discussed below and would testify truthfully thereto if called to do so.

25 2. I have lived at 678 Page Street, San Francisco, California on a full time basis for  
26 approximately 12 years. My residence is located two floors directly above to 670 Page Street,  
27 which is Iris Canada's unit. 678 Page Street is my full time and only residence.  
28

-1-  
DECLARATION OF MICHEL BECHIRIAN

1           3.     When I first moved to 678 Page Street I would typically see Iris Canada  
2 approximately 3-4 times per week on a regular basis. This continued for approximately 9  
3 years. Our interactions typically involved neighborly chitchat, asking after her relatives and  
4 church friends, I would sometimes bring Iris fresh produce from the farmer's market and Iris  
5 Canada would also share stories with me about her youth. During the first few years of our  
6 interaction, I would see Iris Canada venturing out with elderly relatives, typically to church on  
7 Sundays.  
8

9           4.     Over the 9 years that I have known Iris Canada, I have been invited and entered  
10 her apartment on numerous occasions, typically to help her with small jobs, such as changing  
11 light bulbs and smoke detector batteries.  
12

13          5.     Beginning in the summer of 2012 I stopped seeing Iris Canada on a regular  
14 basis. The last time I recall seeing Iris Canada living at her apartment was approximately June  
15 2012. Since that time I have only seen Iris Canada at the building on two occasions, once in  
16 late 2014 and another time on January 31, 2015. On both occasions Iris was accompanied by  
17 someone I now know to be a relative. On the first occasion the relative, her niece, opened the  
18 door to Iris's apartment and both went inside for a short time before leaving together. The  
19 niece closed and locked the apartment door. I tried to talk with Iris – to ask after her health and  
20 well-being, but was discouraged by the niece. Between the first time I saw Iris Canada and the  
21 niece together and the second time, the locks on unit 670 were changed. This became apparent  
22 when a San Francisco city electrical inspector could not be given access to the apartment using  
23 the original emergency access key. As a result the owner Peter Owens notified Iris the locks  
24 would be changed back to allow for emergency access. The second time I saw Iris Canada, the  
25 niece opened the street door and attempted to open the door to Iris apartment. When the niece  
26  
27  
28

1 realized the locks had been changed back she called the police. The police instructed the niece  
2 not to interfere with the new locks. After the police left the premises the niece called a  
3 locksmith and had the locks changed again. For several hours Iris Canada was sitting in the  
4 niece's car on a cold night. At some point later that night, Iris Canada was observed being  
5 served court papers. Besides these two recent episodes, I have not seen Iris Canada at the  
6 building or 670 Page Street since the summer of 2012.  
7

8 6. During the time since I first moved into 678 Page Street I would see where Iris  
9 Canada's mail was delivered on a regular basis. Iris Canada would often listen for the building  
10 front door to open, or at least that is what I suspected. Iris Canada would then open her  
11 apartment door and when she saw me we would make small chat for a few minutes. I would  
12 often ask her if she would like me to collect her mail for her because the stairs gave her  
13 difficulty. Since the summer of 2012 I believe that her mail has been redirected. On at least  
14 two or three separate occasions I have seen packages from a medical delivery company remain  
15 on her doorstep for months before they were removed.  
16

17 7. For several years before 2012 San Francisco Social Services would deliver  
18 prepared meals for Iris Canada (her gas stove had been discontinued earlier due to safety  
19 concerns). Meal packages would be delivered to her door. Sometimes these would remain on  
20 Iris's doorstep until the late evening when she would retrieve them. Iris would routinely leave  
21 the remaining food packages on her doorstep for pick-up by Social Services. Shortly after June  
22 2012 the food service stopped. I can only imagine someone contacted the city to suspend or  
23 stop the service.  
24

25 8. On a regular basis I would see the light of Iris Canada's living room turn on  
26 around dusk. Since approximately June 2012 I have not seen the lights switch on or off at Iris  
27  
28

ZACKS & FREEDMAN, P.C.  
235 MONTGOMERY STREET, SUITE 400  
SAN FRANCISCO, CALIFORNIA 94104

1 Canada's residence. After I saw Iris in January 2015 the hall light, and a light in a bedroom has  
2 remained on. The lights are not switched off at daylight or switched on at dusk.

3 9. During my time living at 678 Page Street I would hear typical residential sounds  
4 coming from Iris Canada's residence, not limited to television, radio, alarm clocks, and talking,  
5 on a regular basis. I would normally hear the radio and television daily and would also hear  
6 the telephone ring. I have not heard any sounds coming from the residence since June 2012  
7 that would evidence that Iris Canada, or anyone else, was present or living at her residence.  
8

9 10. The furnace for 670 Page Street, Iris Canada's residence is located in a shared  
10 garage in our building. Iris Canada's furnace would typically and constantly cycle on and off,  
11 as furnaces are designed to do. I have not observed or seen any evidence that Iris Canada's  
12 furnace has cycled on in over 2 years.  
13

14 11. I first realized I had not seen Iris Canada for some time in June 2012. Because I  
15 would typically see her on a daily basis, after a few days of not seeing her, I became concerned  
16 for her well being and asked my neighbors if they had seen her, to which none had. I discussed  
17 my concerns in greater detail with one neighbor, Chris Beahn, and we agreed that based on our  
18 shared concerns for her health and well being, we should check on her, and if necessary, enter  
19 her apartment to perform a check on welfare by using the emergency keys, which we have for  
20 such situations. Repeatedly over the course of several hours, Chris Beahn and I knocked on  
21 the front door, used the door buzzer and called out to Iris. When it was apparent Iris was not in  
22 the apartment or unable to respond we opened the door using the emergency key and before  
23 entering first announced ourselves as Michel and Chris her neighbors. When there was no  
24 response and we could not hear any movement, Chris and I entered the unit. On entering the  
25  
26  
27  
28

1 apartment we saw rotting food, trash, roaches, and both dead and dying vermin caught in traps.

2 There was no sign of Iris Canada.

3 12. In mid-July of 2012 relatives of Iris Canada arranged for exterminators to come  
4 to the apartment and address the infestation. Cleaners were hired to deal with the trash, and  
5 multiple refuse sacks were filled and removed from the apartment. I have no knowledge of Iris  
6 Canada returning to the residence since that time.

8 13. The gas to the stove in Iris Canada's apartment was disconnected several years  
9 ago because of the fire hazard presented by the continued vacancy at the apartment.

10 14. Approximately December 15, 2014 I began hearing a low battery smoke  
11 detector signal ringing, which I was able to determine was coming from Iris Canada's  
12 apartment. That signal went on for approximately five weeks. At no point was there any  
13 interruption of the low battery signal until January 21, 2015.

15 15. On January 24, 2015 I observed an envelope posted on Iris Canada's door at  
16 670 Page Street. The envelope remained there, undisturbed, until January 31, 2015.

17 16. I recall Iris Canada coming to the residence on January 31, 2015 with someone I  
18 understood to be her niece. I met Iris Canada and her niece outside the building, along with  
19 several other neighbors and Iris Canada appeared disoriented and unsure of what was  
20 happening around her.

22 17. Based on my having lived at 678 Page Street for almost 12 years, and having  
23 observed the comings and goings, sounds, and general neighborly observations on an almost  
24 daily basis, I am firmly convinced that Iris Canada has not resided at her residence since  
25 approximately June 2012.

ZACIS & FREEDMAN, P.C.  
235 MONTGOMERY STREET, SUITE 400  
SAN FRANCISCO, CALIFORNIA 94104

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

3  
4 DATED: October 2, 2015

5   
6 Michel Bechirian

7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

FAXED

ZACKS, FREEDMAN & PATTERSON, PC  
235 MONTGOMERY STREET, SUITE 400  
SAN FRANCISCO, CALIFORNIA 94104

1 Andrew M. Zacks (SBN 147794)  
2 Mark B. Chernev (SBN 264946)  
3 ZACKS, FREEDMAN & PATTERSON, PC  
4 235 Montgomery Street, Suite 400  
5 San Francisco, CA 94104  
6 Tel: 415.956.8100  
7 Fax: 415.288.9755

8 Attorneys for Plaintiffs  
9 Peter M. Owens  
10 Carolyn A. Radisch  
11 Stephen L. Owens

12 SUPERIOR COURT - STATE OF CALIFORNIA

13 COUNTY OF SAN FRANCISCO - UNLIMITED CIVIL JURISDICTION

14 PETER M. OWENS, an individual,  
15 CAROLYN A. RADISCH, an individual,  
16 STEPHEN L. OWENS, an individual,  
17 Plaintiffs,

18 vs.

19 IRIS CANADA an individual, OLD  
20 REPUBLIC TITLE COMPANY, a California  
21 corporation, and DOES 1-10, inclusive,  
22 Defendants.

Case No.: CGC-14-543437

DECLARATION OF ALEXANDER APKE  
IN SUPPORT OF PLAINTIFFS'  
MEMORANDUM OF POINTS AND  
AUTHORITY IN SUPPORT OF SETTING  
BOND AMOUNT FOR STAY PENDING  
APPEAL AND OPPOSITION TO STAY  
PENDING APPEAL

Date: November 1, 2016  
Time: 2:00 p.m.  
Dept.: 502  
Judge: Hon. James A. Robertson, II

23 I, Alexander Apke, declare as follows:

24 1. I have personal knowledge of the following facts discussed below and would  
25 testify truthfully thereto if called to do so. I have lived at 676 Page Street, San Francisco,  
26 California on a full time basis for approximately 4 years. My residence is located 2 floors  
27 above and one over from 670 Page Street, which was Iris Canada's unit. 676 Page Street is my  
28 full time and only residence.

1           2.     When I first moved into 676 Page Street, I would regularly see Iris Canada at  
2 least 3 times a week. She opened the door to her unit 670 Page Street whenever someone  
3 opened the building front door or when I walked down the stairs and past her unit. We used to  
4 have conversations about the weather, recently visiting friends and relatives, and her home.  
5 Particularly she liked talking about when she moved from the top floor of the building down to  
6 670 Page Street. I always helped her bringing the mail from the mailboxes on the ground floor,  
7 up to her unit on the first floor.  
8

9           3.     Iris Canada had regular Meals on Wheels deliveries that suddenly stopped, and  
10 deliveries of what appeared to be medicine sat in front of her door for months. Both the  
11 stopping of meals and the drug deliveries piling up occurred in the summer of 2012. At the  
12 time, everyone in the building asked each other when we had last seen Iris Canada. I distinctly  
13 remember someone coming to visit Iris Canada at the time, and I couldn't help them, telling  
14 them that I hadn't seen her in a while.  
15

16           4.     In the past 4 years, I have only seen Iris Canada in or around the building  
17 perhaps a total of 6-7 times. She has stayed overnight in the building maybe at most three  
18 times, usually leaving with Iris Merriouns early the next day.  
19

20           5.     Since I primarily work from home, over the past 4 years, I have been able to  
21 observe Iris Merriouns pick up Iris Canada's mail or other deliveries relatively infrequently,  
22 initially every few months or so, and only increasing to approximately once a month in the past  
23 year or so. I have also seen Iris Merriouns intercept the mail person to get the mail without ever  
24 stepping into the building. I have never seen Iris Canada with Iris Merriouns whenever the mail  
25 was removed from the premises.  
26  
27  
28

1           6.     On May 6th, 2015 and separately on January 9th, 2016 I noticed that all the  
2 lights to 670 Page were off and looked at the 670 Page Street PG&E electricity meter in the  
3 garage said there was no service, all the other meters to other units had service. The power was  
4 subsequently restored the next day in each case, but not before someone shows up from  
5 somewhere else, without a sighting of Iris Canada. In one instance, I saw Iris Merriouns leave  
6 the building, in another I only heard that one of the other residents of the building saw the door  
7 ajar and heard noises from inside the unit.  
8

9           7.     On March 14th, 2016, a Comcast truck was in front of the building to install  
10 service at 670 Page Street. This was about 5 days before someone with a camera showed up,  
11 presumably to take pictures of Iris Canada watching tv in her home. Not long after I read a  
12 news article or blog post showing a photo of Iris Canada and a TV in the background with a  
13 comment stating that one of her hobbies is watching TV. The year before, around October  
14 15th, 2015, Comcast was required to move their outdoor cable service box at our building 668-  
15 678 Page due to it blocking the new construction project at 690 Page Street at the time. The  
16 only unit in the building that had active cable service was 674 Page Street when the box was  
17 relocated.  
18

19           8.     On September 12th 2016 at 9:04 pm, two days before the sheriff was scheduled  
20 to reposes 670 Page and 5 days after the undisturbed posting was on the door, I heard the  
21 building door and then a few seconds later a mailbox open. I rushed down the stairs from my  
22 unit and noticed that the sheriff's posting was removed, and quickly snapped a photograph of  
23 the apartment door without the posted notice. While I was going down the stairs I heard mail  
24 being ruffled, and the building door open and close again just about when I took the picture.  
25 About 30 minutes later at 9:33 pm, I was leaving the building and ran into both Iris Canada and  
26  
27  
28

1 Iris Merriouns, they were at the building door just when I opened it. Immediately upon Iris  
2 Merriouns seeing me, she angrily asked "Can I help you?", I said no as I continued to exit the  
3 building. Iris Canada did not appear in distress at the time, and was being helped into the  
4 building by Iris Merriouns. The building door closed behind them, and I took out my phone, re-  
5 opened the building door, and took a picture of both Iris' walking up the stairs without the  
6 sheriff's notice on the front door of 670 Page Street unit. 10 minutes later, my wife Anna calls  
7 me to get back home ASAP since the paramedics were at and in the building. I rushed home,  
8 saw the ambulance and heard the paramedics inside 670 Page Street. Both front doors were  
9 open, to the building and 670 Page. I continued upstairs back to my unit and later came back  
10 down to walk my dog. The paramedics were still in 670 Page and as I was walking down, I  
11 briefly heard the paramedics say that they would be taking Iris to the hospital for observation.  
12 As I was walking the dog, I saw the ambulance leave and saw Iris Merriouns get into her car,  
13 which was parked in front of a fire hydrant, and drive away.  
14

15  
16 9. The inability to condo convert has impacted my family in a number of ways. I  
17 am unable to get a fixed mortgage as Tenancy In Common mortgages are only available as  
18 adjustable rate and also have significantly higher interest rates compared to standard 30 year  
19 fixed mortgages. Not only do I pay more, but I will have to worry about the Federal Reserve  
20 Bank interest rate increases. I also will be required to refinance every few years to avoid large  
21 ballooning interest rates on my mortgage. My two year old daughter is nearly ready to enter  
22 school, but I am concerned about having the financial stability to be able to save for school,  
23 other learning expenses, and later even college tuition. This also is a concern with being able to  
24 save for retirement.  
25  
26  
27  
28

1           10. With the behavior and general negativity of Iris Merriouns, I am concerned with  
2 the welfare of my home and family. I especially worry anytime I leave the building that  
3 something might happen when I am not home. My first interaction with Iris Merriouns, was  
4 when Iris Canada disappeared and everyone was wondering what happened to her, it set the  
5 tone for all future encounters. I simply asked what happened to Iris Canada, we hadn't seen her  
6 in a while, and the acrimonious response from Iris Merriouns was, "I don't know you", and  
7 initially didn't want to answer at all, and then said she was fine.  
8

9  
10           11. There have been 2 separate incidents where the media and a number of tenant  
11 rights advocates, have picketed in front of our building. Both times, I was concerned about  
12 what some of these people were capable of doing, not only during the protests, but later even  
13 after they left, many of them seemed angry enough to escalate their actions beyond the protest  
14 alone. Many of the protestors were not peaceful as they claimed they would be. Making  
15 statements that I wouldn't want my or any other child to hear, yet my daughter could and did  
16 hear it.  
17

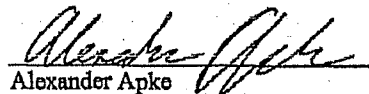
18  
19           12. The most recent of the two protests on September 22nd. There was a very large  
20 protest of over 100 people. At least 5 or possibly more individuals trespassed on my roof to put  
21 up a very large banner, and despite me telling them that they were trespassing and that they  
22 needed to take down their banner. They ignored my request, and continued with their rally.  
23 Even after going onto the roof to take down their banner, I was chased by one of the protesters  
24 who demanded their banner back. A policeman that saw what happened and was less than 15  
25 feet away from the incident told the protester that they needed to get down off of my roof  
26 before they would get their banner back. A minute or two later, the same person jumped over  
27  
28

ZACKS, FREEDMAN & PATTERSON, PC  
235 MONTGOMERY STREET, SUITE 400  
SAN FRANCISCO, CALIFORNIA 94104

1 or crawled under a fence into my back yard to take the banner, and subsequently trespassed on  
2 my roof again to put up the same banner. When I went on the roof to once again attempt to take  
3 the banner off of my home, this time they had reinforcements, and didn't take it down until  
4 after the mob started moving down the street. In fact, our garage was broken into the next  
5 morning after the protest on September 23<sup>rd</sup>, suspiciously. While we can't be sure that the two  
6 events are linked, in the 5 years I have lived at 676 Page, this is the first time we ever had a  
7 break-in, less than a day after a large protest at the building. In particular, as a result of the  
8 trespassing and actions of the protestors, I am concerned for the safety of my home and family.

9  
10 I declare under penalty of perjury of the laws of the State of California that the  
11 foregoing is true and correct.  
12

13 DATED: September 26, 2016  
14

15   
16 Alexander Apke  
17

18 FAX SIGNATURE  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Attorney Or Party Without Attorney (Name and Address)		Telephone:		FOR COURT USE ONLY	
MARK B. CHERNEV, ESQ. (264946) ZACKS & FREEDMAN, PC 235 Montgomery Street, Suite 400 San Francisco, California 94104		(415) 956-8100			
Attorneys for: PLAINTIFFS		Ref. No. Or File No. W2652043			
Insert name of court, judicial district and branch court, if any: SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE CITY AND COUNTY OF SAN FRANCISCO					
Plaintiff: PETER M. OWENS					
Defendant: IRIS CANADA					
DECLARATION		Date: 10/12/2015	Time: 10:00 a.m.	Dept./Div: WOJ	Case Number: CGC 14 543437

MEALS ON WHEELS OF SAN FRANCISCO

1375 Fairfax Avenue

San Francisco, CA 94124

RECORDS PERTAINING TO: IRIS CANADA

670 Page Street

San Francisco, CA

1. ☒ CERTIFICATION OF RECORDS COPIED (Custodian's Initials: RMC)

- I am a duly authorized Custodian of Records, or other qualified witness, for the above-named business. As such I have the authority to certify these records.
- The photocopied records submitted herewith are true copies of all records described in the Deposition Subpoena/Authorization.
- To the best of my knowledge, all such records were prepared or compiled by the personnel of the above-named business in the ordinary course of business, at or near the time of the acts, conditions, or events recorded.
- No documents have been withheld in order to avoid their being photocopied. If we have only part of the records described in the Deposition Subpoena/Authorization, such records as available are provided.

2. ☐ CERTIFICATION OF NO RECORDS (Custodian's Initials: \_\_\_\_\_)

- I am a duly authorized Custodian of Records, or other qualified witness, for the above-named business. As such I have the authority to certify these records.
- A thorough search has been made for the documents described in the Deposition Subpoena/Authorization and, based on the information provided to us for identification, no such records were found.
- No copies of records are transmitted because we do not have said records.

If no records, please explain

---



---



---

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on (date) 9-30-15 at (place) San Francisco, California.

Print name: Robin Meese-Cruz Signature: Robin L. Meese-Cruz

Witnessed Brantley

DECLARATION OF CUSTODIAN OF RECORDS

W2652043

C.C.P. 1985-1997, 2018-2021  
Evid. Code 1560-1566; etc.

**MEALS ON WHEELS OF S.F.  
HOME DELIVERED MEALS CLIENT CHANGES**

DATE: 7/6/12

☒ H/C DAYS: M TUE W TH F S S

FROZ: MON/THUR TUE/FRI

CLIENT'S NAME: Iris Canada ROUTE#: 2-wa DIET: reg diabetic

ADDRESS: 670 ~~ST~~ page st.

CANCEL: X (UFN) RESUME: \_\_\_\_\_ DIET CHANGE: \_\_\_\_\_

SPECIAL DEL: \_\_\_\_\_ NEW START: \_\_\_\_\_ SCHEDULE CHANGE: \_\_\_\_\_

MESSAGE: clnt getting house fumigated. niece will  
call to resume next week.

CALLER: Helen Brackford RELATIONSHIP TO CLIENT: niece PHONE: Redacted

TAKEN BY: Crystal MSC CHANGES: (C) NUTRITIONIST: \_\_\_\_\_ COMPUTER: (U)

PROG MGR: \_\_\_\_\_ NEW CLIENT PKG: \_\_\_\_\_ DRIVER RESPONSE REQUESTED: \_\_\_\_\_

05/07

**MEALS ON WHEELS OF S.F.  
HOME DELIVERED MEALS CLIENT CHANGES**

DATE: 10-2-12

☒ H/C DAYS: M TUE W TH F S S

FROZ: MON/THUR TUE/FRI

CLIENT'S NAME: IRIS CANADA ROUTE#: 2-WA DIET: D

ADDRESS: 670 PAGE ST

CANCEL: 10-2 RESUME: PERM DIET CHANGE: \_\_\_\_\_

SPECIAL DEL: \_\_\_\_\_ NEW START: \_\_\_\_\_ SCHEDULE CHANGE: \_\_\_\_\_

MESSAGE: OTHER-UFN 7-6-12

CALLER: \_\_\_\_\_ RELATIONSHIP TO CLIENT: \_\_\_\_\_ PHONE: \_\_\_\_\_

TAKEN BY: AB MSC CHANGES: \_\_\_\_\_ NUTRITIONIST: \_\_\_\_\_ COMPUTER: GI 10/3

PROG MGR: \_\_\_\_\_ NEW CLIENT PKG: \_\_\_\_\_ DRIVER RESPONSE REQUESTED: \_\_\_\_\_

05/07

CONFIDENTIAL

MOWSF-0001



**meals**  
on wheels  
of San Francisco, Inc.

**Home Delivered Meal Service Name: CANADA, IRIS**  
Meals On Wheels of San Francisco

Home About SSAID Search Help Hide Page Title Hide Page Footer Reports News Back

InActive InActive ▼

Start Date: 12/3/2007

Key Client: ☐

Stop Date : 10/2/2012 ☐ Signature Letter

No Donation Letter: ☐

Status : Other ▼

FLL: ☐

Oven : Select ▼

Fridge : Select ▼

Log History Note :

Change Requestor :

Save

WEEK	MON	TUE	WED	THU	FRI	SAT	SUN
12/3/2007	1	1	1	1	1	0	0
12/10/2007	0	0	0	0	0	0	0
12/17/2007	0	0	0	0	0	0	0
12/24/2007	0	0	0	0	0	0	0

Diet: Diabetic ▼ Disabled: ☐

Grant/funding: No Contribution Letter ▼

Route group: MOWSF ▼

Route ID: 2-WA ▼

Del Seq: 137

Alt Route ID: ▼

Cross Street:

Frequency: Weekly ▼ Current week is (Even)

Residence directions: Please help carry the food inside if necessary.

Client Details:

Special Notes:

Thanks Giving

No Meal ☐ Yes Meal ☐ Hot ☐ MS ☐

Save

Suspensions period

No.	Reason	Description	Susp. Start	Service Resumed
1	other	house fumigated	7/9/2012	10/02/2012

Bill to :Title/First/last Mr. ▼

Address:

City

State: ▼

Zip:

Telephone:

Save

Client Note (You Have 0 Notes)

[SSC Form](#) [Client Details](#) [Restricted diet](#) [Direction](#) [Delivery Order](#) [Kitchen and Driver list](#) [Meals Scheduler](#)  
[Alternate Services](#)

Printed: 9/28/2015 12:40:29 PM SSAID Copyright 2015 | All Rights Reserved | Site development by PCC Internet Group

ZACKS & FREEDMAN, P.C.  
235 MONTGOMERY STREET, SUITE 400  
SAN FRANCISCO, CALIFORNIA 94104

1 ANDREW M. ZACKS, SBN 147794  
2 MARK B. CHERNEV, SBN 264946  
3 ZACKS & FREEDMAN, P.C.  
235 Montgomery Street, Suite 400  
4 San Francisco, CA 94104  
Tel: 415.956.8100  
Fax: 415.288.9755

5 Attorneys for Plaintiffs  
6 Peter M. Owens  
7 Carolyn A. Radisch  
Stephen L. Owens

ELECTRONICALLY  
**FILED**  
Superior Court of California,  
County of San Francisco  
**10/01/2015**  
Clerk of the Court  
BY: ROMY RISK  
Deputy Clerk

8 **SUPERIOR COURT – STATE OF CALIFORNIA**  
9 **COUNTY OF SAN FRANCISCO – UNLIMITED CIVIL JURISDICTION**

11 PETER M. OWENS, an individual,  
12 CAROLYN A. RADISCH, an individual,  
13 STEPHEN L. OWENS, an individual,

14 Plaintiffs,

15 vs.

16 IRIS CANADA an individual, OLD  
17 REPUBLIC TITLE COMPANY, a California  
corporation, and DOES 1-10, inclusive,

18 Defendants.  
19

Case No.: CGC-14-543437

**DECLARATION OF PETER M. OWENS  
IN SUPPORT OF MOTION FOR  
SUMMARY JUDGMENT OR IN THE  
ALTERNATIVE SUMMARY  
ADJUDICATION**

Date: December 22, 2015  
Time: 9:30 a.m.  
Dept.: 501  
Judge: Hon. Ronald E. Quidachay

Action Filed: December 30, 2014  
Trial Date: January 25, 2016

21 I, Peter Owens, declare as follows:

22 1. In August 2002, my wife, brother and I bought the six-unit building commonly  
23 known as 668-78 Page Street in San Francisco. I lived in Unit 672 and later in Unit 668 with  
24 my brother Christopher from the fall of 2002 until the fall of 2003 while we renovated 5 of the  
25 6 units in building. All five units were sold as TIC units over summer and fall of 2003.  
26

27 2. The only unit we did not renovate was Unit 670. It was occupied by Iris  
28 Canada, a then 86-year-old woman who had lived there many years. Over the time I was there,

-1-

DECLARATION OF PETER OWENS IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT

1 I became well acquainted with Iris Canada and visited her often. I particular, I remember we  
2 threw a party for her 87<sup>th</sup> birthday in our apartment. She came with her old friend "Mr.  
3 Charlie". Though in her late 80's she danced and sang told stories from the 50's when she was  
4 a young woman in San Francisco. We became quite fond of her over this time. Although not  
5 required to do so, and to the best of our knowledge unprecedented, during 2004 and 2005 we  
6 negotiated a life estate for Iris Canada with her attorney at the time, Stephen Collier of the  
7 Tenderloin Housing Clinic. The life estate agreement enabled her to remain living in the unit  
8 for less than she had been paying for rent. One important term of the life estate was that Iris  
9 Canada permanently reside at 670 Page Street as the sole and only occupant. The benefit of  
10 the Life Estate was always intended to benefit Iris Canada and Iris Canada alone. It was  
11 designed to allow her to continue to live in the unit, as she had for many years, as long as she  
12 could take care of herself. The sole residency requirement was also intended to prevent other  
13 people unknown to us from moving in the unit and taking advantage of Iris and potentially  
14 undermining our intent.  
15

16  
17  
18 3. In 2003 I moved back to Hanover, New Hampshire, where I currently reside.  
19 Although I have not lived at 668-78 Page Street for quite some time, I am aware that other  
20 residents living at the property would see Iris Canada on a regular basis, and look after her.  
21 Additionally, I have continued to keep in touch with Iris Canada through cards and telephone  
22 calls, typically around her birthday as well as other times during the year. I would estimate  
23 that I generally corresponded with Iris Canada approximately six times per year.  
24

25 4. In November 2005 I had a telephone conversation with Iris Canada where she  
26 had indicated to me that her stove was broken, and that she had broken her arm in two places.  
27 After hearing of her injury, I became concerned about her welfare, and hired a social worker,  
28

1 Sara Madigan, with the Community Health Resource Center, to check on Iris Canada. After  
2 her first home visit with Iris Canada, Sara Madigan indicated in her report that Iris Canada  
3 *"reports that her nieces and friends help her with food, housekeeping, errands and doctors*  
4 *appointments. She is connected with Western Addition Senior Center, gets 'meals on wheels'*  
5 *delivered meals and uses their transportation as well as the city paratransit program. There is*  
6 *some clutter in her home (photo albums, boxes and papers). She reports her nieces don't have*  
7 *time to help her or physically cannot. Says she cannot afford to hire someone to help her*  
8 *clean. She does not qualify for low income or free assistance as her income is too high. I*  
9 *believe she could afford a housekeeping service or a homecare agency, they charge between*  
10 *\$12-20/hour. She is experiencing some social withdrawal, isolation and possibly depression*  
11 *but she did not feel she wanted any assistance in addressing these. Says she will contact*  
12 *Western Addition Senior Center if she needs anything."*  
13  
14

15 5. In October 2006, I received a call from Melissa Dubasik in Unit 672 informing  
16 me that Iris had been showing signs of forgetfulness and possible dementia. Iris Canada had  
17 locked herself out of her apartment several times and required a locksmith to get her back  
18 inside. Melissa Dubasik had contacted Iris Canada's niece, Bertha Johnson, who arranged to  
19 have keys made and left with Alexandra (next door neighbor at the time) and Melissa Dubasik  
20 (who lived upstairs) in case it happened again.  
21  
22

23 6. Up to approximately 2007, Iris would always send me greeting cards or notes  
24 along with her monthly life estate payments. The last note I received from Iris was on June 30,  
25 2007. That note stated *"Hello Peter and Family. About to make another birthday. I am doing*  
26 *OK. Trying to get ready for Church and get this mail off to you. God bless. Love to all, Iris."*  
27  
28

1 Monthly checks continued for the next five years however I never received another note after  
2 that one.

3 7. In August 2007 I received an email from Melissa Dubasik reporting an incident  
4 where Iris had unwittingly left the gas to the stove on. For obvious reasons associated with the  
5 safety of Iris Canada, the other residents, and the building as a whole, this incident greatly  
6 concerned me. The source was only discovered after considerable panic and the help of a  
7 fireman. Melissa Dubasik was very concerned also because *"The smell of gas was very strong.*  
8 *What if she had left her unit with the stove on or just forgot all together and none of us were*  
9 *home to check on her? As much as I like Iris I cannot but help feel she is unable to look after*  
10 *herself based on other similar situations that have occurred over the years. Right or wrong the*  
11 *perception is you bear a level of responsibility for her and the unit. This stems from the fact*  
12 *that you have been so kind to her over the years. I do not want to sound harsh or insensitive*  
13 *however I think we all agree that our safety and the safety of the building are of the utmost*  
14 *importance."*  
15

16  
17 8. By January of 2009 the incidents of leaving the gas on had continued, and  
18 gotten so bad that the other tenants in the building contacted Adult Protective Services about  
19 Iris Canada. I received a letter dated January 26, 2009 from Larry Henderson (Worker #4354)  
20 informing me of seven documented incidents of gas being left on or Iris Canada's apartment  
21 being filled with smoke. While he had hoped to have the stove gas line capped (requiring work  
22 to be performed by PG&E and a site visit), he was only able to temporarily shut off the gas  
23 valve to protect her. *"I was working with client's niece (also named Iris [Iris Merriouns],*  
24 *discussed infra) who was supposed to be working on the issue, but I have not heard back from*  
25 *her in some time now. At this point, I need to close the case."* To the best of my knowledge,  
26  
27  
28

1 from this point forward Iris Canada no longer used her stove, nor was the stove able to be used  
2 in its current state, and Iris Canada and depended on family members and social service  
3 providers to bring her meals.

4 9. While I have received no direct contact from Iris Canada after 2007, I did  
5 continue to get updates on her welfare from time to time from Michel Bechirian, my long time  
6 neighbor and building partner who was also very friendly with Iris Canada.  
7

8 10. On July 12<sup>th</sup> 2012 just after midnight (EST), I received an email from Michel  
9 Bechirian reporting that Chris Beahn (Iris Canada's upstairs neighbor) had discovered Iris  
10 Canada had gone missing earlier that evening. Chris Beahn was worried about Iris Canada  
11 and was forced to use the spare key to gain access to her apartment that evening to perform a  
12 check on welfare. Chris Beahn discovered that Iris Canada was not there. I tried calling her  
13 niece Bertha Johnson but was told I had the wrong number.  
14

15 11. Four days later, Michel Bechirian informed me that he was able to reach another  
16 niece of Iris Canada, Iris Merriouns. Michel Bechirian indicated that Iris Merriouns came over  
17 to break some family news, Iris Merriouns saw the state of the apartment, and quickly took Iris  
18 Canada away. At that time, Iris Merriouns arranged for an exterminator to come to the  
19 apartment and to return periodically for the next month to address an obvious infestation  
20 problem that had developed. Iris Merriouns also explored the idea of disposing of a lot of the  
21 accumulated junk from the apartment, possibly by renting a mini dumpster. Iris Merriouns  
22 also mentioned there was a problem with a hole in the sheet-rock in the apartment and she also  
23 inquired about the Food Bank Center located next door. It was at this point it became clear to  
24 Michel Bechirian that Iris Canada was at a stage where she was no longer reasonably able to  
25 look after herself.  
26  
27  
28

1           12.    My first contact with Iris Canada's niece, Iris Merriouns, was by phone on  
2 September 15<sup>th</sup> 2012. She confirmed with me that the apartment had become overrun with  
3 roaches and vermin and that she was forced to move Iris Canada out of the apartment, and to  
4 live with her at her residence in Oakland until she was able to have the apartment  
5 professionally exterminated and cleaned up for habitable use. Iris Canada never moved back  
6 into the Premises.  
7

8           13.    Iris Merriouns asked many questions about her aunt's tenancy. She seemed  
9 particularly interested in her Aunt's "purchase of the condo." I explained her that it was not a  
10 condo but a TIC unit. I also explained that the granting of the Life Estate was limited to the  
11 specific benefit of her Aunt so long as she lived there on her own and that it was materially  
12 different from a standard real estate purchase. She did not seem to understand this distinction  
13 and kept talking about "Bertha" (another niece) telling her Aunt Iris Canada had bought the  
14 unit. I suggested consulting an attorney to have it explained and told her I would send her all  
15 the documents for her review. I followed up that call by sending Iris Merriouns an email on  
16 Sunday September 16<sup>th</sup> in which I reiterated the nature of the Life Estate and the associated  
17 financial terms. I also attached all the life estate documents. From that point forward (Fall  
18 2012), each and every one of the life estate payments, arrived by mail with an Oakland  
19 postmark.  
20  
21

22           14.    I heard nothing from either Iris Canada or Iris Merriouns for approximately a  
23 year after that. In April 2013, the life estate payments stopped coming. I made approximately  
24 three or four phone calls, leaving messages, and also sent an email or two to Iris Merriouns,  
25 each and every one of which went unreturned. Additionally, the phone number I had for Iris  
26 Canada at 670 Page Street had been disconnected. Four months later, when we returned from  
27  
28

1 our summer vacation in early August, we found a voicemail message left by Iris Merriouns on  
2 July 21<sup>st</sup>. It detailed a long story about how she had not been well and was unable to respond.  
3 I sent her an email and left a phone message on August 4<sup>th</sup>. Again they were not returned. On  
4 August 17<sup>th</sup> 2013, I once again emailed Iris Merriouns again asking for clarification on the  
5 status of Iris Canada, her living arrangements, and the status of the months of overdue life  
6 estate payments, and advised her that her Aunt (Iris Canada) was in violation of the Life Estate.  
7 I once again, attached the related Life Estate documents. I did finally receive a phone call in  
8 return that same day (August 17<sup>th</sup>) in which she explained she had health issues and promised  
9 to send all the back payments by FEDEX the next day. She also said she would give me an  
10 update on the long-term status of her Aunt as soon as she was back on her feet. Eight days  
11 later (August 26<sup>th</sup>), after no FEDEX package had arrived, I once again emailed Iris Merriouns  
12 for an explanation. Again, I received no response. Finally a FEDEX package with the overdue  
13 payments was delivered on September 3<sup>rd</sup>. However, no explanation of the plan for her Aunt  
14 was ever received. And more to the point, it had been over a year since the person we had a  
15 contractual agreement, namely Iris Canada herself, had left the unit and disconnected her  
16 phone. Since her move out in early July 2012, Iris Canada had made no effort to contact me,  
17 explain her behavior, or provide me a means to contact her.  
18  
19  
20

21 15. I travelled to San Francisco in late May of 2014 to be at the property for a San  
22 Francisco City building inspection in conjunction with the TIC association's application for  
23 sub-division of building. On that date, I entered 670 Page Street, Iris Canada's apartment.  
24 Upon entering the unit, I made a number of observations that strongly evidenced that no one  
25 had been living there for a very long time. First, the toilet bowl was bone dry, as all of the  
26 water from the bowl had evaporated. The bathtub in the bathroom had mold in it and also had  
27  
28

1 obviously not been used for a very long time. Rodent traps and roach traps lined most all of  
2 the walls of the apartment and virtually all of the furniture was stacked up in the center of the  
3 back rooms. It was patently obvious nobody had used the furniture in a very long time.  
4 Additionally, the beds were covered with bags of old clothes, evidencing that nobody had used  
5 either the clothing or the beds in a very long time. The refrigerator was completely empty  
6 except for about two-dozen Dr. Pepper cans that I could not determine how long they had been  
7 there. There was vermin excrement on top of all of tables and all of the shelves in the kitchen,  
8 also evidencing that nobody had been in the apartment for a very long time. Large piles of  
9 trash blocked the back porch door, and there were rolls and rolls of urine-soaked and feces-  
10 infested carpeting. The smell alone was horrendous, further evidencing that nobody had lived  
11 in the apartment for a very long time. The calendar in the kitchen displayed the month "July  
12 2012." The only mail I was able to observe was a 2013 holiday card from Chris Beahn,  
13 located on the front hall bookcase and unopened. Virtually all of the lights had been left on. I  
14 cannot emphasize enough the very strong and unpleasant stench that permeated the entire unit.  
15 Six true and correct copies of photographs accurately representing the condition of 670 Page  
16 Street from this visit are attached to the Exhibits in Support of Plaintiffs' Motion for Summary  
17 Judgment ("Exhibits") collectively as Exhibit E.  
18  
19  
20

21 16. After seeing the decrepit state of 670 Page Street and it being obviously both  
22 unlived in and unlivable, I sincerely wondered if Iris Canada was even alive. I called her niece  
23 Iris Merriouns and left a message asking if I could see her. Iris Merriouns called me back and  
24 we set up a time to meet at a Starbucks in Oakland on Saturday morning May 31, 2014. At the  
25 meeting, Iris Canada was there, along with Iris Merriouns, and Iris Canada looked well and  
26 seemed to remember me. In the course of conversation, Iris Merriouns informed me that Iris  
27  
28

1 had been living with her in Oakland since 2012 and was attending a day program at a senior  
2 center during the week, while Iris Merriouns was at work. Iris Merriouns told me it was  
3 difficult for her to do activities and personal errands on weekends, because she had to care for  
4 her aunt, Iris Canada. For example, she told me that later that Saturday Iris Merriouns was to  
5 attend some kind of event or meeting and she had no choice but to bring Iris Canada with her.  
6 Iris Merriouns also asked me not to discuss the state of the apartment with Iris Canada because  
7 it would upset her. I agreed, but told Iris Merriouns that I would be in touch with her to  
8 discuss mandatory and necessary repairs to the unit to make it habitable and safe for human  
9 occupancy, to discuss the pending sub-division and associated paperwork, and the status of Iris  
10 Canada's residency.  
11

12  
13 17. Over the course of that summer, namely 2014, I tried no less than 24 times to  
14 contact Iris Canada thru Iris Merriouns by phone, email, and text message, all to discuss her  
15 tenancy, the state of the unit, and the subdivision paperwork of the building.<sup>1</sup> While I received  
16 several text messages from Iris Merriouns promising a response soon, there was never any  
17 follow-up. Finally, on September 14, 2014, I emailed Iris Merriouns advising her that due to  
18 the lack of any response whatsoever from Iris Canada, who remains the holder of the life estate  
19 and responsible person, I had no choice but to turn the matter of the life estate, the lack of  
20 residency, the state of the apartment, and the general lack of all communication and  
21 cooperation regarding the occupancy, over to my attorney. Iris Merriouns called me back  
22 immediately. I asked to speak with Iris Canada and she put her on the phone. I spoke briefly  
23  
24  
25

26 <sup>1</sup> The subdivision process of converting the building from TIC to condominiums requires that all occupants sign  
27 certain paperwork. As a result of Iris Canada's life estate, she is a necessary party to sign the paperwork. The  
28 conversion process, and the eventual conversion itself, would have no impact on Iris Canada's residency, life  
estate, or her right to occupy the Premises for the remainder of her life. Additionally, Iris Canada's life estate  
would have continued to be personally honored by me, and the conversion itself would have had no effect on her  
ability to reside at the Premises.

1 with Iris Canada, and as soon as I started to ask her about her the status of the apartment and  
2 her occupancy, Iris Merriouns immediately took the phone away from her. That was the last  
3 time I have spoken to Iris Canada.

4 18. Most recently, this past fall and winter of 2014, I remained in close  
5 communication with my neighbors at the property. It became abundantly clear from multiple  
6 observations that Iris Canada was not residing at 670 Page Street, and that she had not lived at  
7 there since at least as early as June or July of 2012.

8 19. Over the course of this past fall and winter, 2014, I sent three certified letters,  
9 on September 10, 2014, September 30, 2014, and December 15, 2014, all to Iris Canada at 670  
10 Page Street requesting that she please contact me. I have received no response to any of those  
11 letters.

12 20. Due to the lack of response to my requests to contact me to address the  
13 conditions and state of the apartment, I made arrangements with a contractor to fix the most  
14 egregious of the damages and work identified as code violations by the SF Dept of Building  
15 Inspection back at the end of May 2014. I sent and an email to Iris Merriouns on September  
16 14<sup>th</sup> and a certified letter on September 30<sup>th</sup> notifying Iris Canada of the planned work, stating  
17 that since she had not resided there since July 2012, I assumed that scheduling the work would  
18 not be a problem and asking her to contact me if she had any questions. Upon notification by  
19 the contractor regarding a date certain for the work to begin, I sent an email to Iris Merriouns  
20 asking her to advise her Aunt that work would be starting on Tuesday or Wednesday of the  
21 following week. When the contractor arrived on Wednesday October 8<sup>th</sup> to start the work, he  
22 was unable to access the unit because the key wasn't working. I sent Iris Merriouns an email  
23 that day, asking her to inform her Aunt that the lock was not working and advise her that we  
24  
25  
26  
27  
28

1 would have it repaired and would reschedule the work for the following week. I received a  
2 voicemail the next day (October 9<sup>th</sup>) and an email on October 13<sup>th</sup> admitting she had  
3 unilaterally changed the locks without notice to us, to prevent any access to the unit to “protect  
4 her (Aunt’s) privacy.” Despite repeated requests via email, no key was provided to us, the  
5 owner of the unit. As a result of the refusal of Iris Canada to cooperate with our efforts to  
6 repair the unit’s deficiencies, we have been unable to make needed repairs.  
7

8 21. On October 22, 2014, my wife and I were in San Francisco for a conference and  
9 visited 670 Page Street, also to check on the building and meet with our co-owners. We  
10 confirmed that other than Iris Canada showing up at Geoff Piece’s door for a “photo-op” the  
11 week before, not a single resident of the building had seen Iris Canada in well over two years.  
12 Every resident of the building unanimously agreed and confirmed that 670 Page Street, Iris  
13 Canada’s unit, had been unoccupied since Iris Canada had moved out in 2012.  
14

15 22. During the final week of October 2014, the neighbors at the property emailed  
16 me to inform me that a bundle of packages delivered to Iris Canada at 670 Page had been  
17 sitting outside the front door, and that the packages had remained unclaimed at the door for at  
18 least 5 days.  
19

20 23. During the second week in November 2014, the neighbors again sent me notice  
21 of multiple failed UPS delivery notices, which also had been posted on Iris Canada’s door.  
22 These notices remained on Iris Canada’s door unclaimed for days.  
23

24 24. Around December 13, 2014, a next-door neighbor and resident of the building,  
25 Geoff Pierce, began to hear the beeping of a smoke alarm in Unit 670, Iris Canada’s unit.  
26 Geoff Pierce informed me that had repeatedly knocked on the door and left numerous notes  
27 taped to the door, however all of his efforts went unanswered for weeks and the later  
28

1 determined low battery smoke alarm beeping went off constantly. The notes left by Geoff  
2 Pierce were finally retrieved and the noise stopped on January 21, 2015, after remaining and  
3 pinging for well over a month.

4         25. Because the locks had been changed at 670 Page Street, and I was not provided  
5 a set, as the owner, on January 24, 2015, I sent Iris Canada a "Notice of Emergency Entry"  
6 informing her that due to her non-response to multiple written notices requesting emergency  
7 access to unit 670, we would be re-keying the lock at 10:00 a.m. on January 28, 2015, and  
8 replacement keys would be immediately available. The Notice of Emergency Entry was also  
9 posted to Iris Canada's front door, where it remained posted for a week.  
10

11         26. On January 28, 2015, at 10:00 a.m. the locksmith came to change the locks. Iris  
12 Canada was not there, nor did she make an appearance. In order to give the locksmith access  
13 to the rear door, Geoff Pierce passed thru the unit and observed conditions essentially identical  
14 to my observations in May 2014, eight months earlier. The toilet bowl remained bone dry.  
15 There was still mold in the bathtub. The furniture was still stacked in the middle of the back  
16 rooms and the refrigerator was still empty except for the cans of Dr. Pepper, which were in the  
17 identical same place. The only difference at all in the entire apartment was the addition of a  
18 new package of smoke alarm batteries on the main shelf, which has obviously been used in an  
19 effort to cease the low battery beeping. Three true and correct copies of photographs  
20 accurately representing the condition of 670 Page Street on this January 28, 2015 visit are  
21 attached to the Exhibits collectively as Exhibit F.  
22  
23  
24

25         27. To the best of my knowledge, since she moved out in June of 2012, Iris Canada  
26 has come to the property only three times; October 14, 2014, December 9, 2014 and January  
27 31, 2015. Each time, a neighbor emailed me to alert me to the fact that she was on the  
28

1 premises. Each time she was in the company of her niece, Iris Merriouns, and each time she  
2 stayed on the premises for only a short time, an hour or less. Since her last appearance on the  
3 evening of January 31, 2015 to the best of my knowledge, Iris Canada has not been on the  
4 premises.

5  
6 28. Since the initial drafting of this declaration in April 2015, to the best of my  
7 knowledge, Iris Canada has appeared only once more at the apartment. On May 8<sup>th</sup>, 2015 I  
8 was notified by one of the building's residents that she was in the apartment for about 2.5  
9 hours in the late afternoon. One of the other residents photographed Iris Canada and Iris  
10 Merriouns leaving in a late model black Mercedes SUV at approximately 7pm. That evening I  
11 received a short email from Iris Merriouns complaining about one of the security cameras in  
12 the front hall (three security cameras were installed by the building owners several weeks  
13 earlier in response to security concerns in the neighborhood). I have had no other contact with  
14 either Iris Canada or Iris Merriouns. All contact has been handled by my attorney as a result of  
15 the pending litigation.  
16

17  
18 29. The condition of the apartment described in paragraph 14 are recorded in a  
19 series of photographs from late May 2014 (Exhibits, Exhibit F). Correction of the described  
20 deficiencies and damages to the apartment have not been remedied due to non-cooperation of  
21 Iris Canada to have the work done (see paragraphs 19, 20, and 25). The primary costs to  
22 remedy these deficiencies are attempts to get into the units to do the work, and not the work  
23 itself. The costs incurred were related to fully noticed attempts to access the unit on October 8,  
24 2014 and January 28, 2015 was approximately \$600. This includes \$512 for a locksmith and  
25 about 2 hours of wasted contractor time trying to access the unit. As access was never  
26 successful, the work remains uncompleted.  
27  
28

1           30.     On or about June 14, 2005, my business partners and co-plaintiffs in this action,  
2 Stephen Owens, Carolyn Radisch, and I, all entered into a sales agreement ("Bill of Sale")  
3 whereby Iris Canada was granted a life estate equivalent to a  $16 \frac{2}{3}$  interest in the property  
4 commonly known as 668-670-672-674-676-678 Page Street, San Francisco, California, and  
5 specifically occupancy in the unit known as 670 Page Street, San Francisco, California, in  
6 exchange for monetary consideration in the amount of \$250,000. Additionally, Defendant  
7 made, executed, and delivered to my partners and I a promissory note, dated October 6, 2005,  
8 ("Promissory Note") evidencing the finance agreement for the purchase of the life estate. My  
9 partners and I are the holders of that Promissory Note. A true and correct copy of that  
10 complete Bill of Sale and associated complete Promissory Note are attached to the Exhibits in  
11 support of Plaintiffs' Motion for Summary Judgment or in the Alternative Summary  
12 Adjudication ("Exhibits") as Exhibits A and C respectively.  
13

14           31.     Pursuant to the terms of the Bill of Sale and the Promissory Note, my partners  
15 and I executed and delivered to Iris Canada a grant of life estate ("Life Estate") granting Iris  
16 Canada, for the term of her natural life, for as long as she permanently resides, as the sole and  
17 only occupant, the property known as 670 Page Street, San Francisco, California. The Life  
18 Estate was recorded at the San Francisco Assessor-Recorder's office on October 19, 2005 as  
19 DOC-2005-I0544455-00. A true and correct copy of that complete and entire Life Estate is  
20 attached to the Exhibits as Exhibit B.  
21

22           32.     To secure the payment on the Promissory Note, and as part of the transaction,  
23 Iris Canada made, executed, and delivered to my partners and myself, as beneficiaries, a deed  
24 of trust ("Deed of Trust"). The Deed of Trust was executed on October 6, 2015 by Iris Canada,  
25 and was duly recorded at the San Francisco Assessor-Recorder's Office, as DOC-2005-  
26  
27  
28

1 I054456-00 on October 19, 2005. My partners and myself are the holders of that Deed of  
2 Trust. A true and correct copy of that complete Deed of Trust is attached to the Exhibits as  
3 Exhibit D.

4 33. The Grant of Life Estate sets forth certain terms, conditions, and covenants of  
5 significance to this action. First, as a term and condition of the life estate itself, Iris Canada is  
6 required to permanently reside at the premises (Grant of Life Estate, Exhibit C, Page 1, second  
7 to last paragraph). Second, the life estate may be revoked if Iris Canada fails to make the  
8 payments as required by the Promissory Note or if Iris Canada violates the terms of the Deed  
9 of Trust. (Grant of Life Estate, Exhibit C, Page 2, Paragraph 1).

10 34. The Deed of Trust sets forth certain terms, conditions, and covenants of  
11 significance to this action. First, the purpose of the Deed of Trust is to secure payment of the  
12 Promissory Note between myself and my partners, and Iris Canada. (Deed of Trust, Exhibit C,  
13 Page 1). Second, the Life Estate may be revoked if Iris Canada violates the terms of the Deed  
14 of Trust. (Deed of Trust, Page 2, Paragraph 1) Third, the Deed of Trust sets forth that in the  
15 event the Grant of Life Estate is revoked due to a violation by Iris Canada of a one of the  
16 terms, all obligations secured by the Deed of Trust, at the option of myself and my partners,  
17 shall become immediately due and payable. (Deed of Trust, Exhibit C Page 1, last paragraph).  
18 Fourth, Iris Canada agrees to keep the Premises in good condition and repair and to not commit  
19 or permit waste to occur at the premises. (Deed of Trust, Exhibit C, Page 2, Paragraph A.1.).

20 35. The Promissory Note sets forth certain terms, conditions, and covenants of  
21 significance to this action. First, if Iris Canada breaches any term, condition, or covenant of  
22 the Deed of Trust, the balance of the Promissory Note debt which remains unpaid at that time,  
23 shall become due and immediately payable at the option of myself and my partners.  
24  
25  
26  
27  
28

1 (Promissory Note, Exhibit B, Page 1, last paragraph). Second, in the event an attorney is hired  
2 to enforce payment pursuant to the Promissory Note, Iris Canada agrees to pay all such  
3 expenses and attorney's fees associated with enforcement. (Promissory Note, Exhibit B, Page  
4 2). As of the issuance of Notice of Default (discussed *infra*) the outstanding balance owed by  
5 Iris Canada pursuant to the Promissory Note is \$171,600.00.  
6


7 36. On November 3, 2014, by way of my counsel, Iris Canada was served with a  
8 Notice of Default, via Certified Mail, ("Notice of Default") informing her of the default of her  
9 obligations under the Grant of Life Estate and the Deed of Trust, as a result of her failing to  
10 permanently reside at the Premises as well as her permitting the Premises to fall into disrepair  
11 and failure to maintain the property in good condition and repair. Additionally, Iris Canada  
12 was informed of my partners' and my election to revoke the life estate and the demand the  
13 accelerated payments due pursuant to the terms of the Deed of Trust and the Promissory Note.  
14 A true and correct copy of that Notice of Default with Certified mailing is attached as Exhibit  
15 D.  
16

17 37. I am firmly convinced that Iris Canada has not resided at 670 Page Street since  
18 late June/early July of 2012—a period of over 3 years. Prior to mid-2012, observers report a  
19 steady pattern of visitors coming and going from the apartment, social encounters, concerns  
20 being raised about Iris Canada's well-being, meals being brought in, lights going on and off,  
21 coming and going to doctor's appoints, errands run—in short the typical residential activities  
22 related to an elderly person living on her own. After the well documented "move out" of Iris  
23 Canada in late June/early July 2012 due to the horrific conditions found in the apartment, these  
24 activities ceased. Since that time, the apartment has remained frozen time, lights left on, toilet  
25  
26  
27  
28

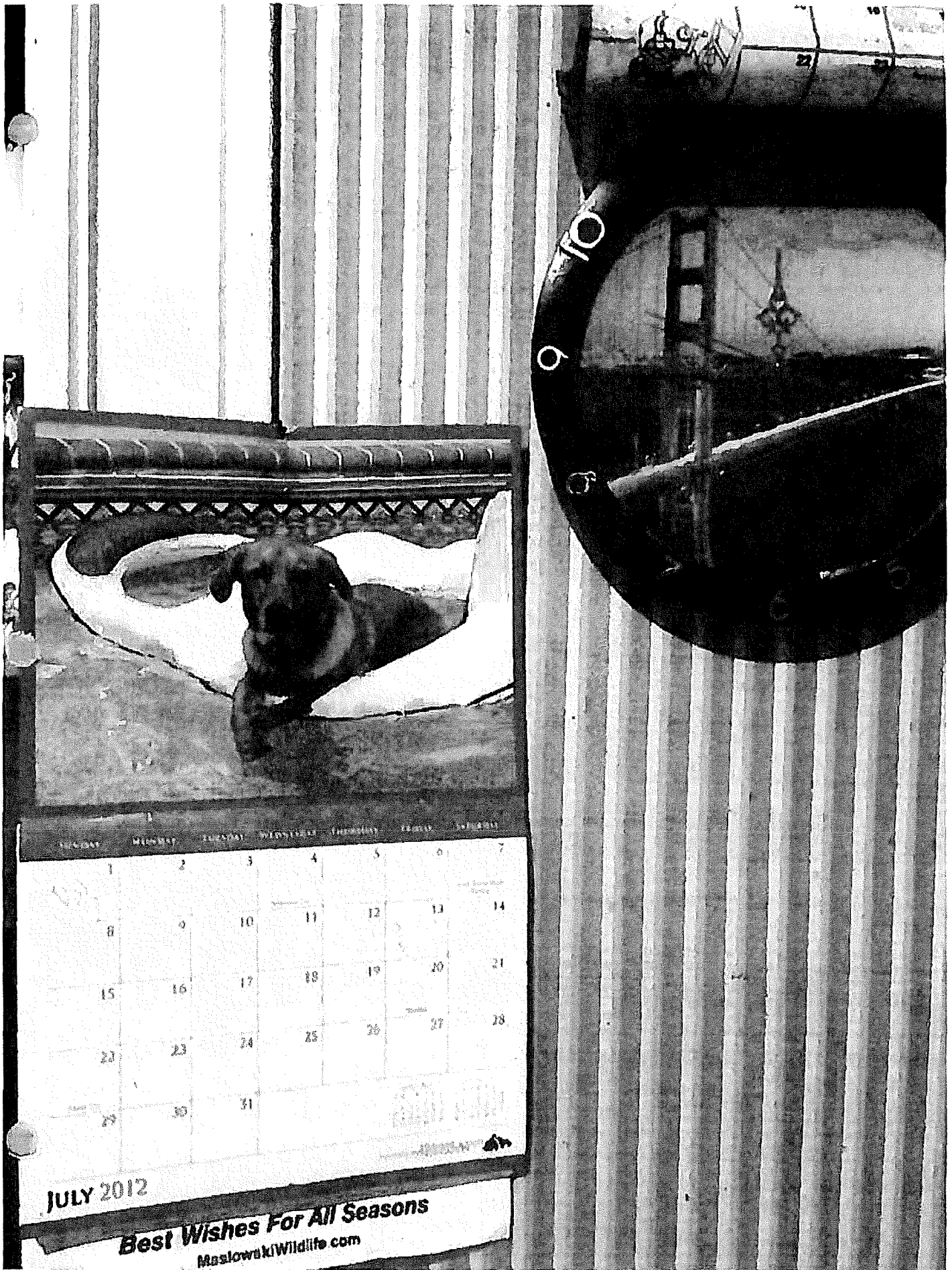
1 bowl water evaporated, refrigerator empty/unchanged, furniture piled up, and calendar showing  
2 July 2012.

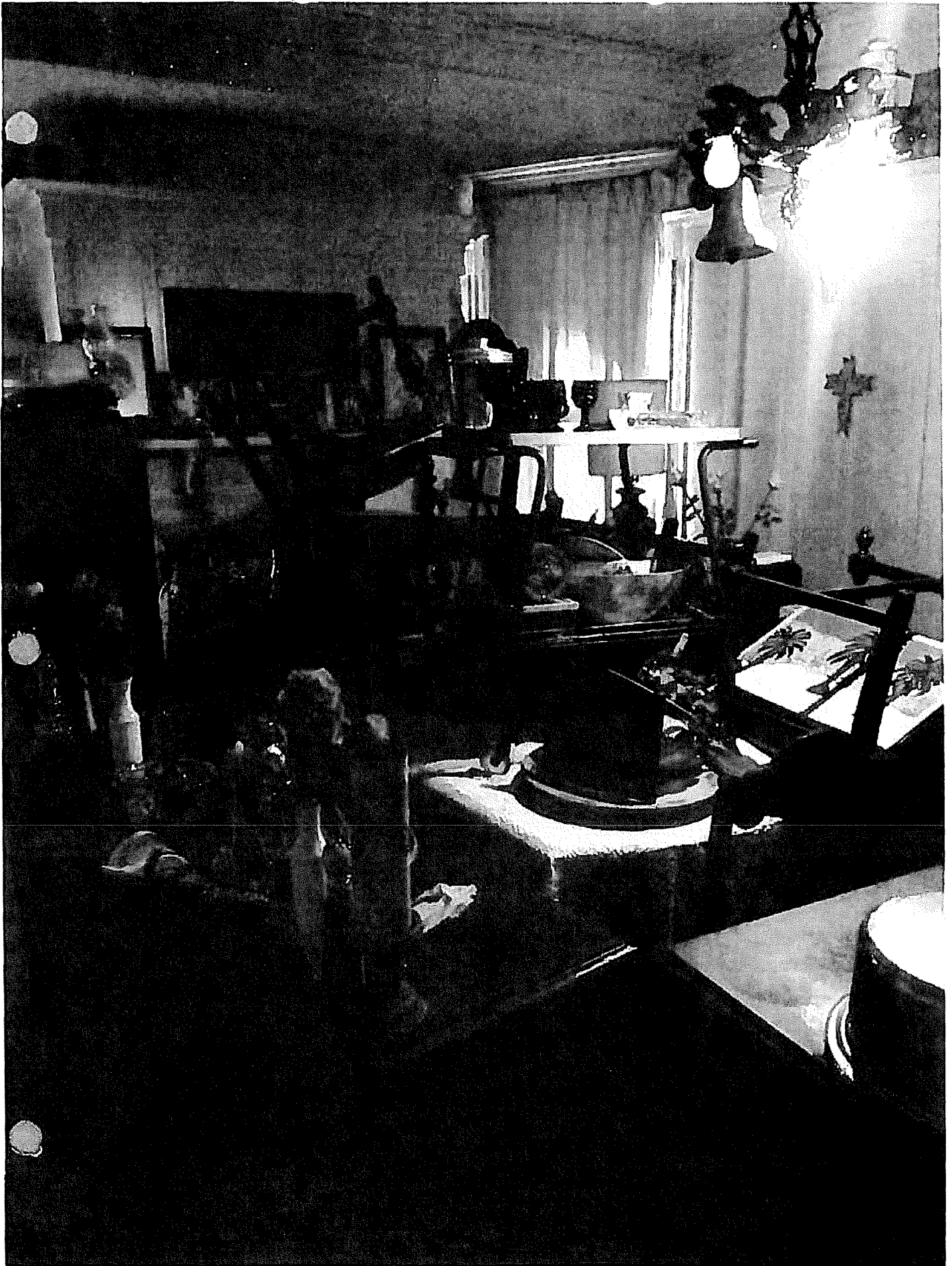
3 38. There is a substantial body of evidence that prior to 2012, Iris Canada was no  
4 longer able live on her own in the apartment. The sequence of documented events over the  
5 preceding seven years (between 2005 and 2012), suggests an individual who is increasingly  
6 unable to live independently as the 'sole and only occupant' of 670 Page Street. By June 2012,  
7 when her niece moved her out at age 96, her residency in the unit had become a clear a danger  
8 to herself and to the other residents of the building. More than three years later, with now  
9 Iris's 99<sup>th</sup> now having turned 99 in July, there is simply no scenario where she could move  
10 back into the unit and reside independently without once again endangering both herself and  
11 her neighbors.  
12  
13

14  
15 Dated: September 30, 2015

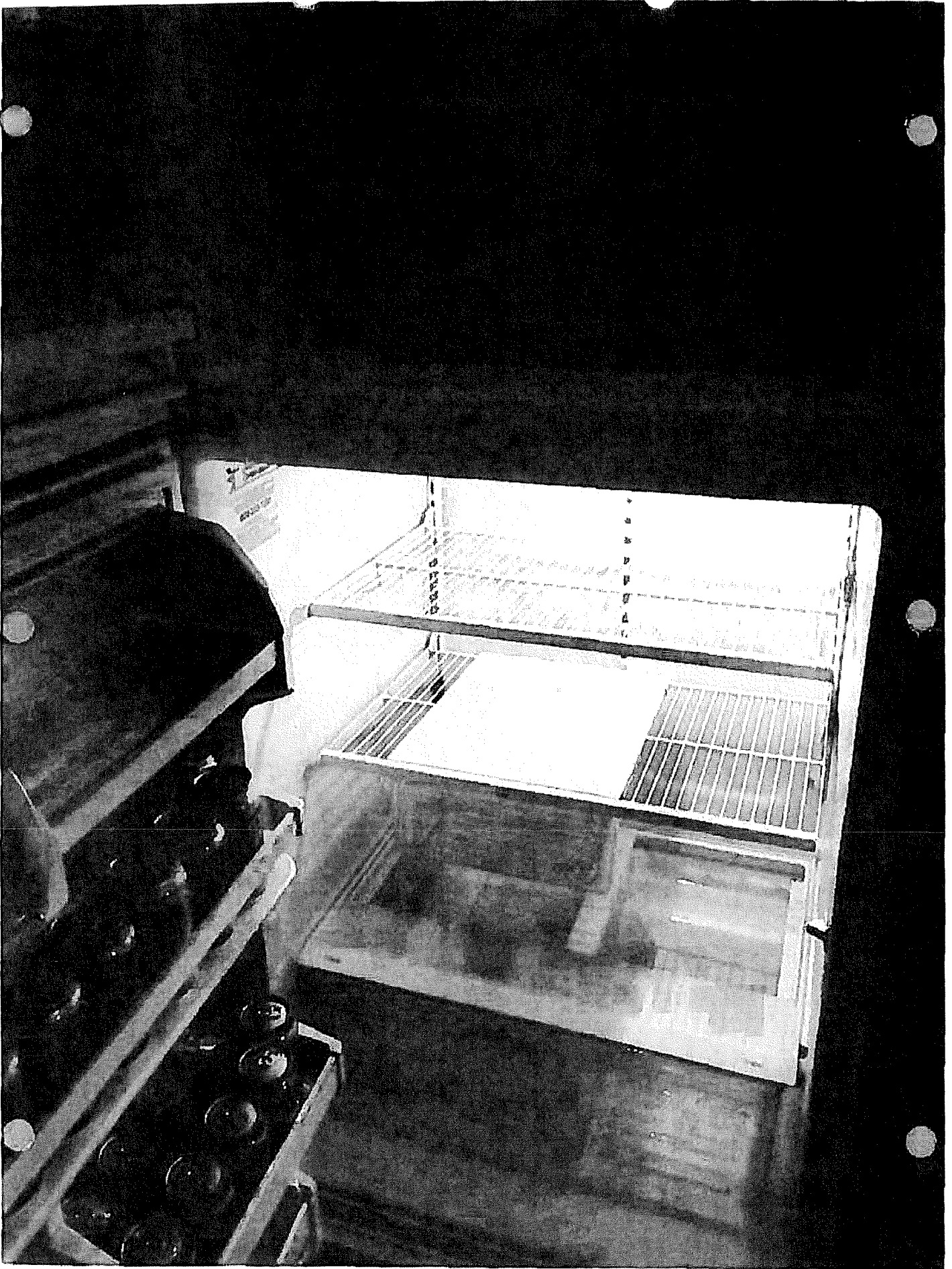
16   
17 Peter Owens  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

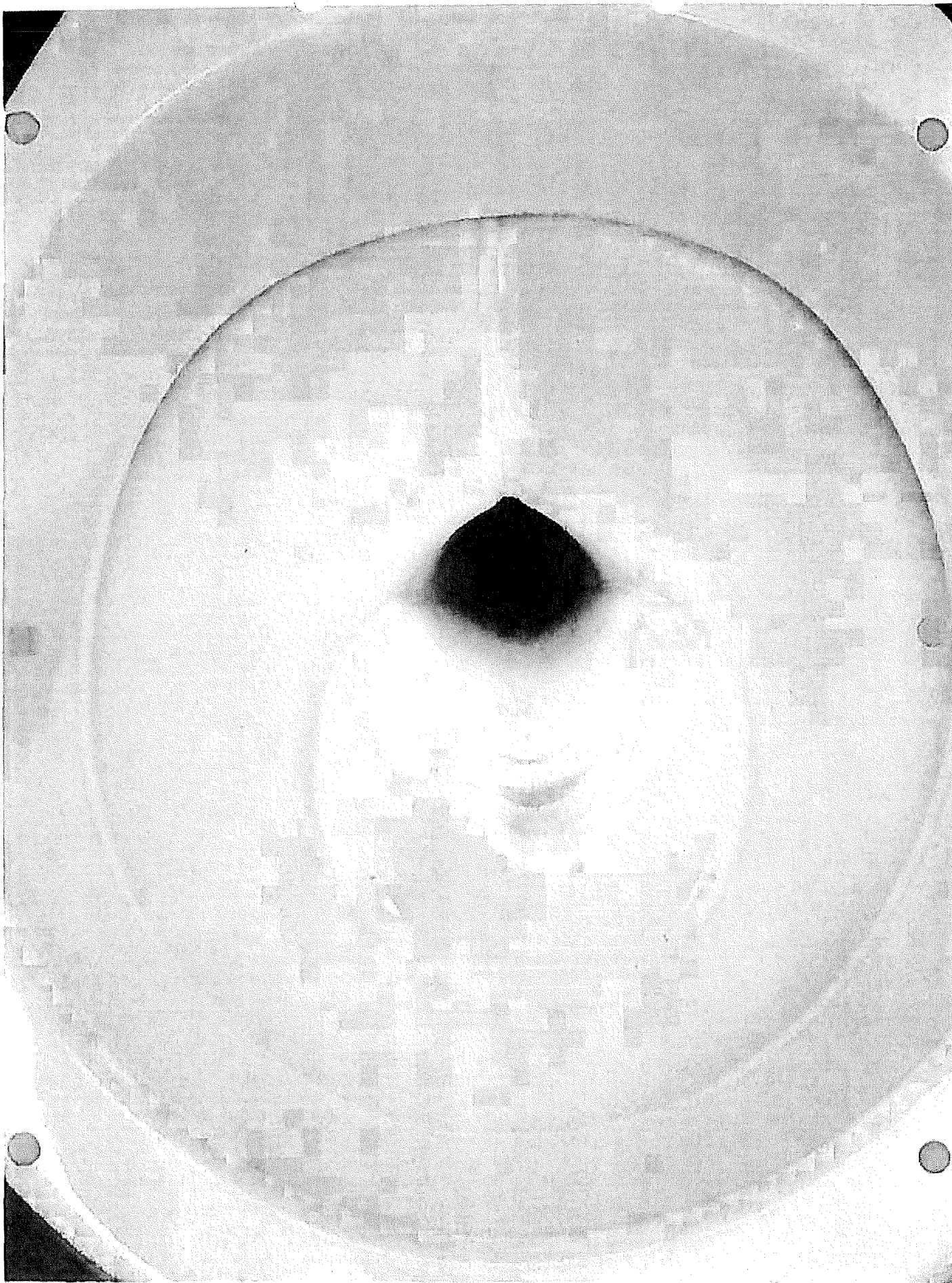
FAXED











# SIRKINLAW APC

388 Market Street • Suite 1300 • San Francisco • California • 94111 • 415.738.8545(v) • 707.922.8641(f)  
dasirkin@earthlink.net • www.andysirkin.com

February 26, 2018

Rich Hillis, President  
San Francisco Planning Commission  
1650 Mission Street, Suite 400  
San Francisco, CA 94102-4689

Re: 668-678 Page Street Condo Conversion Application

Dear President Hillis and Members of the Planning Commission:

I am writing to clarify two important matters relating to the above-referenced conversion application.

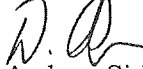
First, I would like to explain our use of the term “vacant” to describe the status of Unit 670 in the “Six Year Occupancy History” section of the SFDPW Conversion Application Form. At the time we prepared the application, our office was informed by all of the other owners of the property that neither Ms. Iris Canada, nor anyone else, had resided in Unit 670 since November 2012. This information was corroborated by Iris Merriouns, Ms. Canada’s grandniece, who swore under oath that Ms. Canada moved into Ms. Merriouns’ East Bay home in 2012.

Our office has been preparing San Francisco condominium conversion applications since 1993, and has prepared an average of 60 such applications per year for the past 20 years. Throughout this period, it has been our practice, and based on long experience, the accepted and preferred practice of SFDPW, to describe apartments in which no one was residing as “vacant” in the “Six Year Occupancy History” chart on the application. This approach is consistent with our understanding of the purpose of the chart, which is to determine who is living in the building on the application date and who has been living there during the six preceding years.

Neither SFDPW nor any other San Francisco governmental agency has ever asked us to provide information on the personal items or furnishings present in an apartment, and there is no part of the SFDPW Conversion Application Form that requests such information. Consequently, we do not ask our clients to provide information on whether personal property is present in the apartments, and we do not indicate the presence of such items in the “Six Year Occupancy History”.

Next, I would like to explain why we, and SFDPW, believed Ms. Canada to be an owner rather than a tenant. Under a deed recorded in 2005, Ms. Canada was granted an ownership interest in the property. The existence of this deed was shown on the Preliminary Title Report. Based on the Report, SFDPW requested that we provide a copy of Ms. Canada’s deed, which we did, after which SFDPW confirmed in writing that it considered her to be an owner. Specifically, Cheryl Chan of SFDPW wrote in an email dated June 11, 2014: “From the deed provided, Iris Canada is an owner of record. Please have Iris sign and notarize the required documents for all owners in the ECP application.”

Respectfully,



D. Andrew Sirkin  
SirkinLaw APC

DAS/as

ZACKS & FREEDMAN, P.C.  
235 MONTGOMERY STREET, SUITE 400  
SAN FRANCISCO, CALIFORNIA 94104

1 Andrew M. Zacks (SBN 147794)  
2 Mark B. Chernev (SBN 264946)  
3 ZACKS & FREEDMAN, P.C.  
4 235 Montgomery Street, Suite 400  
5 San Francisco, CA 94104  
6 Tel: (415) 956-8100  
7 Fax: (415) 288-9755

8 Attorneys for Plaintiffs,  
9 Peter M. Owens, et al.

10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**COUNTY OF SAN FRANCISCO - UNLIMITED JURISDICTION**

PETER M. OWENS, an individual,  
CAROLYN A. RADISCH, an individual,  
STEPHEN L. OWENS, an individual,

Plaintiffs,

vs.

IRIS CANADA an individual, OLD  
REPUBLIC TITLE COMPANY, a California  
corporation, and DOES 1-10, inclusive,

Defendants

**FILED**  
San Francisco County Superior Court

MAR 22 2016

CLERK OF THE COURT

BY: [Signature] Deputy Clerk

Case No.: CGC-14-543437

**JUDGMENT**

This action came on regularly for trial on March 21, 2016 in Department 502 of the Superior Court of California, County of San Francisco, the Honorable James A. Robertson, II Judge Presiding; Plaintiffs appeared by their counsel Mark B. Chernev of Zacks & Freedman, P.C., Defendant Iris Canada failed to appear.

The Court, having read and considered the papers and evidence submitted, including the Notice of Time and Place of Trial served on Defendant, Iris Canada, finds as follows:

1 1. Defendant Iris Canada was properly served pursuant to Code of Civil Procedure  
2 §594 with a Notice of Time and Place of Trial on February 2, 2016, noticing Defendant Iris  
3 Canada of the trial date of March 21, 2016;

4 2. Defendant Iris Canada failed to appear at the March 21, 2016 trial;

5 3. The March 21, 2016 trial was continued to March 22, 2016 to permit Plaintiffs  
6 the opportunity to prepare a prove up of their cause of action based on Defendant Iris Canada's  
7 failure to appear;  
8

9 4. Defendant Iris Canada was properly noticed of the continued trial date and for  
10 prove up hearing to be heard on March 22, 2016;

11 5. The Court conducted a prove up hearing on March 22, 2016, at which time the  
12 Court took judicial notice of the documents presented by Plaintiffs and heard testimony from  
13 Plaintiff, Peter M. Owens and non-party witness Geoff Pierce;  
14

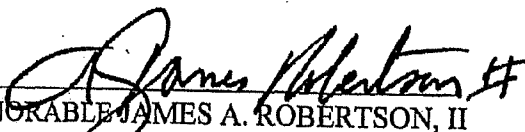
15 6. Defendant Iris Canada failed to appear at the properly noticed March 22, 2016  
16 continued trial date and for prove up hearing.  
17

18 After having heard and reviewed evidence presented by Plaintiffs, and after having  
19 made a determination that the evidence presented by Plaintiffs appears to be just, and the

20 failure of Defendant Iris Canada to appear at the properly noticed time and date for trial,  
21 judgment shall be entered in favor of Plaintiffs, and against Defendant Iris Canada. Therefor,  
22 IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT: judgment in this action  
23 shall be in favor of Plaintiffs Peter M. Owens, Carolyn A. Radisch, and Stephen L. Owens, and  
24 against Defendant Iris Canada for:  
25  
26  
27  
28

1. Immediate possession of the premises of 670 Page Street, San Francisco, California against any and all occupants, and a writ of possession against Iris Canada and any and all occupants, known or unknown, shall issue;
2. The Deed of Trust DOC-2005-I054456-00 is foreclosed and 670 Page Street, San Francisco, California shall revert back to Plaintiffs, and that Defendant Iris Canada is barred and foreclosed from all rights, claims, interests, or equity of redemption in the subject property when time for redemption has elapsed;
3. Defendant Iris Canada's Life Estate DOC-2005-I054455-00 is terminated and any and all property interests currently held by Defendant Iris Canada in 670 Page Street, San Francisco, California are terminated and shall revert back to Plaintiffs;
4. Defendant Iris Canada, her agents, and/or anyone acting on her behalf shall cease and desist causing or permitting waste to occur at 670 Page Street, San Francisco, California;
5. The Promissory Note, dated October 6, 2005 and executed by Defendant Iris Canada has become immediately due and payable and judgment shall be entered against Defendant Iris Canada for the sum of \$171,600.00 in favor of Plaintiffs, the exact amount prayed for in Plaintiffs' Complaint.

Dated: March 22, 2016

  
THE HONORABLE JAMES A. ROBERTSON, II  
JUDGE OF THE SUPERIOR COURT

**SELLER'S COPY**

The undersigned Grant(s) declares(s) that the  
DOCUMENTARY TRANSFER TAX  
IS \$1,250. COUNTY \$ \_\_\_\_\_ CITY \_\_\_\_\_  
\_\_\_\_ computed on the consideration or value of property conveyed; or  
\_\_\_\_ computed on the consideration value less liens or encumbrances remaining  
at time of sale; or  
\_\_\_\_ other: \_\_\_\_\_

### GRANT OF LIFE ESTATE

APN: Lot 015, Block 0843  
Property Address: 668-678 Page Street  
San Francisco, CA

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

PETER M. OWENS and CAROLYN A. RADISCH, husband and wife, as community property with right of survivorship, as to an undivided 2/18th interest, and STEPHEN L. OWENS, a married man, as his sole and separate property, as to an undivided 1/18th interest, as Tenants in Common hereby GRANT A LIFE ESTATE to IRIS CANADA

as to the Grantors' specific interest in the real property in the City of San Francisco, County of San Francisco, State of California described as

See Legal Description attached and made a part hereto marked Exhibit "A",

pursuant to the following terms:

For the term of Iris Canada's natural life, for as long as she permanently resides, as the sole and only occupant, in the property commonly known as 670 Page Street, San Francisco, California,

Excepting, therefrom however, Iris Canada's right to rent, lease or sublet the 670 Page Street property and/or Iris Canada's right to have any other occupants living with Iris Canada at the 670 Page Street property, and the right of Iris Canada to assign, transfer, pledge or encumber her interest in the property so as to secure any financial arrangement other than to Grantors herein,

Further reserving to said Grantors the right to revoke this Grant of Life Estate should Iris Canada fail to remit payments pursuant to the Promissory Note of even date hereof, the right of Grantors to revoke this Grant of Life Estate should Iris Canada violate the terms of the Deed of Trust of even date hereof, and the right of Grantors alone to refinance the property of which this Grant of Life Estate is a part. Further reserving to said grantors any and all obligations to pay property taxes for the duration of the life estate.

In case of such revocation being made, it shall be made and can only be made in writing, duly acknowledged and recorded.

Dated:

STATE OF ~~CALIFORNIA~~ New Hampshire  
COUNTY OF ~~SAN FRANCISCO~~ Grafton  
On 6/14/05 before me Carrie A. Hamel  
personally appeared Peter  
m. owens and Carolyn A. Radisch  
personally known to me or proved to me on this basis of  
satisfactory evidence to be the person(s) whose name(s)  
is/are subscribed to the within instrument and acknowledged  
to me that he/she/they executed the same in his/her /their  
authorized capacity(ies) and that by his/her/their signature(s)  
on the instrument the person(s), or the entity upon behalf of  
which the person(s) acted, executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL

Signature Carrie A. Hamel

CARRIE A. HAMEL, Notary Public  
My Commission Expires February 5, 2008

Peter M. Owens  
Peter M. Owens  
Carolyn A. Radisch  
Carolyn A. Radisch  
Stephen L. Owens  
Stephen L. Owens

STATE OF CONNECTICUT:

: ss: West Hartford June 15, 2005

COUNTY OF HARTFORD :

Personally appeared Stephen L. Owens, signer of  
the foregoing, who acknowledged the same to be his  
free act and deed before me

Kathleen C. Lauria  
Kathleen C. Lauria  
Notary Public  
My Commission expires: 2-28-07

Page 2 of 3

EXHIBIT A

LEGAL DESCRIPTION

Property Information

668-670-672-674-676-678 Page Street  
San Francisco, CA 94117

Legal Description - Assessor's Block 0843, Lot 015

Commencing at a point on the northerly line of Page Street; distant thereon 100 feet easterly from the easterly line of Steiner Street; running thence easterly along said northerly line of Page Street 37 feet 10 ½ inches; thence at a right angle northerly 15 feet 9 inches; thence northwesterly along a line which if extended would intersect the easterly line of Steiner Street at a point thereon 76 feet 5 inches northerly from the northerly line of Page street 4 ½ inches, more or less, to a point distant 137 feet 6 inches easterly from the easterly line of Steiner Street; measured along a line drawn at right angles thereto; thence northerly and parallel with Steiner Street 91 feet 9 inches; thence at a right angle westerly 37 feet 6 inches; thence at a right angle southerly 107 feet 6 inches to the northerly line of Page Street and the point of commencement.

Being a portion of Westerly Addition Block No 370.

Mon, Jan 31, 2005 11:48 AM

**Subject: FW: Iris Canada**  
**Date: Thursday, January 27, 2005 12:12 PM**  
**From: Denise Leadbetter <denise@zackslaw.com>**  
**To: <owensradisch@earthlink.net>**

Hi Peter, Carolyn, Stephen:

Hope you all are well.

Please let me know your thoughts regarding the \$650. I know that you have always said that Iris is expecting to pay to you the equivalent of the rent she always paid, but Steve is being a diligent attorney. I will clarify with Steve that the Item B of the Promissory Note should satisfy his concern re: balloon payments - i.e. there is none. Further, I will let him know that the \$250,000 is just an arbitrary amount and that you shall continue to pay the property taxes on this portion of the property.

Please advise if my responses here are acceptable.

Thanks

Denise

-----Original Message-----

From: Steve Collier (mailto:Steve@thclinic.org)

Sent: Wednesday, January 26, 2005 2:44 PM

To: az@zackslaw.com; denise@zackslaw.com

Subject: Iris Canada

Dear Andrew and Denise:

I have reviewed the life estate documents and discussed them with my client. The \$15,000 down payment is not a problem. She has saved the rent and can pay it.

Regarding the note, I was wondering if your client would agree to a smaller monthly payment. My client had been paying \$625 in rent, and her income is \$1181 per month (social security). Would your clients accept \$650 per month?

Also, my client has no assets, other than burial insurance. So her estate would not be able to pay any balloon payment. I assume your clients understood this. So as far as the size of the note, I suppose it does not make much difference, but I am wondering how you came up with the amount of \$250,000.

Lastly, the owners would have to continue to pay property taxes on the unit. I do not know if the life estate is assessed and taxed, but my client could not afford to pay property taxes on it.

Steve Collier

§ 3.1.4 "Unit"  
plumb, heat, mech sys, doors, windows.  
(paint, repair, improve)  
14 ~~sub~~ 4.4.C "MR I cost"  
14 7.1.A "Individual maintenance"  
indiv. vs common.  
Page 1 of 1

**cam@ticlawyers.com**

---

**From:** cam tic <camticbackup@gmail.com>  
**Sent:** Tuesday, January 23, 2018 9:26 AM  
**To:** Cam Perridge  
**Subject:** Fwd: 8255; AB 0843, Lot 015 at 668-678 Page Street

----- Forwarded message -----

**From:** Chan, Cheryl <Cheryl.Chan@sfdpw.org>  
**Date:** Wed, Jun 11, 2014 at 9:42 AM  
**Subject:** RE: 8255; AB 0843, Lot 015 at 668-678 Page Street  
**To:** Cam Perridge <cam@ticlawyers.com>

Hi Cam,

From the deed provided, Iris Canada is an owner of record. Please have Iris sign and notarize the required documents for all owners in the ECP application.

Thank you,



**CHERYL CHAN**

---

CITY & COUNTY OF S.F. – DEPARTMENT OF PUBLIC WORKS

Bureau of Street-Use and Mapping

1155 Market Street, 3rd Floor, San Francisco, CA 94103

Main: [415-554-5827](tel:415-554-5827) | Direct: [415-554-4885](tel:415-554-4885) | Fax: [415-554-5324](tel:415-554-5324)

E-Mail: [cheryl.chan@sfdpw.org](mailto:cheryl.chan@sfdpw.org)

---

**From:** Cam Perridge [mailto:[cam@ticlawyers.com](mailto:cam@ticlawyers.com)]  
**Sent:** Tuesday, June 10, 2014 3:56 PM

**To:** Chan, Cheryl  
**Subject:** RE: 8255; AB 0843, Lot 015 at 668-678 Page Street

Hi Cheryl,

Please find attached the deed for Iris.

Cam

Cam Perridge

SirkinLaw APC

388 Market Street, Suite 1300

San Francisco, CA 94111

v. 415.839-6407

f. 707. 922-8641

cam@ticlawyers.com

www.andysirkin.com

This email and any attachments may contain confidential and privileged material solely for the use of the intended recipient. If you are not the intended recipient you may not open, copy, download or read the contents of this message. If you have received this email in error please return it immediately to the sender.

---

**From:** Chan, Cheryl [<mailto:Cheryl.Chan@sfdpw.org>]  
**Sent:** Friday, May 30, 2014 4:20 PM  
**To:** Sirkin & Associates  
**Subject:** PID: 8255; AB 0843, Lot 015 at 668-678 Page Street

Good afternoon Cam,

We are currently reviewing the above application and found Mr. Iris Canada listed as an owner on the Preliminary Title Report (attached), but we do not see his name listed in any of the deeds.

Please provide a deed showing Mr. Iris Canada's ownership.

Thank you,



**CHERYL CHAN**

---

**CITY & COUNTY OF S.F. – DEPARTMENT OF PUBLIC WORKS**

Bureau of Street-Use and Mapping

1155 Market Street, 3rd Floor, San Francisco, CA 94103

Main: [415-554-5827](tel:415-554-5827) | Direct: [415-554-4885](tel:415-554-4885) | Fax: [415-554-5324](tel:415-554-5324)

E-Mail: [cheryl.chan@sfdpw.org](mailto:cheryl.chan@sfdpw.org)



Project Type:	6 Condo Conversion				
Check Rec'd	\$9806	ECP Check Rec'd	\$0		
Surveyor / Engineer of Record:					
Vara Land Surveying					
Address #	Street Name	Block #	Lot #		
668-678	PAGE ST	0843	015		

Current Phase: Project Terminated    Current Status: Project Terminated

Date Rec'd	Date to DCP	Date Rec'd from DCP	Date DPW Tent. Approval	Date Mylars Rec'd	Date Recorded
5/28/2014 4:04:59 PM					

Activity	Date Stamp	Comments
Application Logged	5/28/2014	Received application fees \$9556.00 (check #0167) and \$250.00 (check #0165). cc
Application Assigned	5/28/2014	Robert Hanley
Comment	5/28/2014	PID 8255
Returned to Applicant	5/30/2014	CC: COUNTY OF SAN FRANCISCO 2004-2010 Emailed attorney for ownership clarification. cc
Received from Applicant	6/10/2014	Received Grant of Life Estate deed. cc
Returned to Applicant	6/11/2014	Emailed attorney for forms required for all owners. cc
Comment	1/29/2016	Spoke to attorney and applicants will submit at a later time. Returned entire application to attorney. cc
Project Terminated	1/29/2016	Terminated due to inactivity - BRS/cc; Terminated Box# 37

ZACKS & FREEDMAN, P.C.  
235 MONTGOMERY STREET, SUITE 400  
SAN FRANCISCO, CALIFORNIA 94104

1 ANDREW M. ZACKS (SBN 147794)  
2 MARK B. CHERNEV (SBN 264946)  
3 ZACKS, FREEDMAN & PATTERSON, P.C.  
4 235 Montgomery Street, Suite 400  
5 San Francisco, CA 94104  
6 Tel: (415) 956-8100  
7 Fax: (415) 288-9755

8 Attorneys for Plaintiffs,  
9 Peter M. Owens  
10 Carolyn A. Radisch  
11 Stephen L. Owens

12 **SUPERIOR COURT – STATE OF CALIFORNIA**  
13 **COUNTY OF SAN FRANCISCO – UNLIMITED CIVIL JURISDICTION**

14 PETER M. OWENS, an individual,  
15 CAROLYN A. RADISCH, an individual,  
16 STEPHEN L. OWENS, an individual,

17 Plaintiffs,

18 vs.

19 IRIS CANADA an individual, OLD  
20 REPUBLIC TITLE COMPANY, a California  
21 corporation, and DOES 1-10, inclusive,

22 Defendants.

Case No.: CGC-14-543437

**DECLARATION OF MARK B.  
CHERNEV IN SUPPORT OF  
REASONABLE ATTORNEY'S FEES TO  
BE PAID PURSUANT TO COURT  
ORDER**

Date: June 8, 2016  
Time: 10:00 a.m.  
Dept.: 502  
Judge: Hon. James A. Robertson, II

23 1. I, Mark B. Chernev, am an attorney licensed to practice before the courts of the  
24 state of California, am admitted to practice in this Court, and am an associate at Zacks,  
25 Freedman & Patterson, P.C., attorneys of record for Plaintiffs. I have personal knowledge of  
26 the following facts discussed below and would testify truthfully thereto if called to do so.

27 2. On December 30, 2014 I caused the Complaint in this action to be filed. The  
28 First attempt of personal service on Defendant Iris Canada ("Defendant") was January 3, 2015.  
Because Plaintiffs were virtually certain that Defendant was living with her niece, Iris  
Merriouns ("Merriouns"), in Oakland, and had been doing so for approximately two years, I

1 caused service to be attempted at both the subject premises, 670 Page Street, San Francisco  
2 ("Premises") as well as Merriouns address in Oakland. Collectively, I am aware of attempted  
3 service of at least fourteen separate times, namely January 3, 2015, January 5, 2015, January 8,  
4 2015, January 12, 2015, January 13, 2015, January 14, 2015, January 15, 2015, January 16,  
5 2015, January 17, 2015, January 18, 2015, January 22, 2015, January 23, 2015, and January  
6 24, 2015. It was not until Saturday, January 31, 2015 at 8:18 p.m. when it was learned from a  
7 neighbor familiar with Defendant and Merriouns, that Defendant and Merriouns had suddenly  
8 appeared at the Premises that evening to change the locks. My office immediately made  
9 arrangements for a process server to appear and finally effectuate personal service on  
10 Defendant at 9:40 p.m. on January 31, 2015. True and correct copies of that Proof of Service  
11 and Declaration of Due Diligence is attached as Exhibit A.  
12

13  
14 3. Up to around this time, Steven Collier of the Tenderloin Housing Clinic was  
15 representing Defendant. On or about the beginning of February 2015, Tom Drohan, an  
16 attorney with Legal Assistance To The Elderly became involved, and was believed to serve as  
17 either a direct or indirect replacement of Steven Collier. After approximately one weeks worth  
18 of phone calls and email exchanges, on or about February 7, 2015, Tom Drohan represented  
19 that he would not be representing Defendant, and that Steven Collier would be representing her  
20 in this lawsuit. Steve Collier, however, never entered his appearance once the formal litigation  
21 began.  
22

23  
24 4. On March 2, 2015, I was served with "DEFENDANT IRIS CANADA  
25 ANSWER TO PLAINTIFFS COMPLAINT". That Answer was submitted by "Iris Merriouns,  
26 Power of Attorney for Iris Canada" and listed an address as "Iris Merriouns, Pro Se, Power of  
27 Attorney for Iris Canada, 1 Frank H. Ogawa Plaza, Oakland, Ca. 94612, 510-435-7044". I  
28

1 soon confirmed that this address is that of the Oakland City Hall where Merriouns is employed.  
2 Additionally, I confirmed that the phone number listed is that of Merriouns, and it had been  
3 used numerous times by Plaintiffs to contact Merriouns in the past. A true and correct copy of  
4 that first Answer is attached as Exhibit B.

5  
6 5. On March 13, 2015, I was served with Defendant's second Answer. This  
7 second Answer was identical in substance to the first Answer, except that Merriouns' power of  
8 attorney and address for contact was substituted with Defendant herself, with an address of  
9 "670 Page Street #1, San Francisco, Ca". In other words, Merriouns was removed. The  
10 contact telephone number, namely that of Merriouns, remained the same. A true and correct  
11 copy of that second Answer is attached as Exhibit C. Up to this point, based on the two  
12 Answers I had been served with, I had been informed by Defendant of her contact phone  
13 number, which was Merriouns cell, of Merriouns allegedly being Defendant's power of  
14 attorney with a provided work address at Oakland City Hall, and the address at the Premises  
15 itself. Additionally, I had already been aware of Merriouns home address in Oakland.  
16 Pursuant to the second Answer, however, the address of the Premises was the designated  
17 address for Defendant by Defendant.  
18

19  
20 6. On March 11, 2015 I first caused Defendant to be served with a Notice of  
21 Deposition for the purpose of investigating the allegations in the Complaint, namely the terms  
22 and obligations of the Life Estate, the Deed of Trust, the Promissory Note, and the  
23 circumstances surrounding how the Premises had fallen into disrepair, and where Defendant  
24 had been permanently residing for the past two-plus years while the Premises was allegedly  
25 vacant, among other things. That Deposition Notice provided for a deposition date of April 1,  
26 2015 at 1:00 p.m., and also requested the production of documents. The Notice was served by  
27  
28

1 first class mail to Defendant at the Premises, as provided for in her second Answer, as well as  
2 my additionally providing two courtesy copies to the Oakland City Hall employment address  
3 previously provided. I heard nothing back from Defendant or Merriouns until approximately  
4 5:00 p.m. on March 31, 2015, the evening before the deposition was to take place.  
5 Specifically, I received a telephone call from Merriouns informing me that she was "at the  
6 hospital" and that Defendant had been admitted, but refused to provide any additional  
7 information besides the representation that Defendant would not be appearing at the deposition  
8 to take place the following day. I requested from Merriouns that she please call me the next  
9 morning to discuss confirming the admission, rescheduling the deposition, and for general  
10 discussions regarding good faith arrangements to depose Defendant in the future. Merriouns  
11 agreed to contact me the following day. Although I did not dispute at that time what  
12 Merriouns was saying, I felt it necessary to do my due diligence. The following day, April 1,  
13 2015, I emailed Merriouns, at the email address I had for her, confirming our conversation and  
14 again requested she provide me with proof of Defendant's admission and unavailability.  
15 Merriouns failed to call me as she had promised. Additionally, after Defendant failed to  
16 appear at the noticed deposition on April 1, 2015, and my email having not been responded to,  
17 I followed up with another email to Merriouns later that afternoon. Because Defendant did not  
18 appear at her noticed deposition, it was re-noticed on April 1, 2015 for April 16, 2015. At  
19 approximately 5:00 p.m. on April 1, 2015, Merriouns called me. She indicated that Defendant  
20 had been "discharged" the previous evening from UCSF. I again requested that she provide  
21 some written documentation of Defendant's discharge, representing that I would not need any  
22 doctors note or official medical records, and that a mere discharge paper with Defendant's  
23 name and a date would suffice. Merriouns indicated that rather than provide that proof, she  
24  
25  
26  
27  
28

1 would instead get an actual note from Defendant's primary care physician. I emphasized to her  
2 that was not necessary, and that I would accept her representations as long as she merely  
3 provide something as simple as a discharge note. Merriouns indicated she would promptly do  
4 both. Two days later, On April 3, 2015 Merriouns informed me Defendant would not be  
5 appearing at a deposition and no medical records would be provided. Merriouns and I  
6 continued to meet and confer regarding the issue of Defendant's deposition via email for  
7 fifteen days before Merriouns provided any documentation of Defendant's hospital admission  
8 and discharge. Coincidentally, it was not until 8:28 p.m. on April 15, 2015, the evening before  
9 the re-noticed, and now second, deposition was to take place (April 16, 2015 at 1:00 p.m.) that  
10 Merriouns provided any documentation evidencing hospital papers, and that only related to the  
11 first deposition date of April 1, 2015. No documentation regarding cancellation of the re-  
12 noticed deposition, or Defendant's inability to attend, was provided, short of the Merriouns  
13 email. True and correct copies of the Notice of Deposition, the Re-Notice of Deposition, and  
14 referenced email thread is attached collectively as Exhibit D.  
15

16  
17 7. On April 16, 2015 at 1:00, Defendant failed to appear at her re-noticed  
18 deposition and no documents were provided. When Defendant failed to appear, I caused  
19 Defendant to be served with a Third Notice of Deposition scheduled for May 5, 2015 at 1:00  
20 p.m. Additionally, with that Third Notice, I included an anticipatory meet and confer letter to  
21 Defendant addressing any potential issues or inconveniences that may exist regarding her  
22 appearance. Specifically, I offered to relocate the venue for the deposition to the Premises,  
23 Merriouns's residence, any residence she may prefer, or any place in the Bay Area. Moreover,  
24 I offered to provide transportation for Defendant in the event it was needed. Defendant never  
25 responded. On May 4, 2015 at 5:43 p.m., the evening before the third deposition was to take  
26  
27  
28

1 place, I received a fax from Merriouns from the Oakland City Counsel indicating that  
2 Defendant would not be appearing. On May 5, 2015 at 1:00, consistent with Merriouns' fax,  
3 Defendant failed to appear. A true and correct copy of that accommodations letter, Third  
4 Notice of Deposition, and fax from Merriouns is attached as Exhibit E. During this time  
5 period, on or about April 24, 2015, another attorney, Robert DeVries contacted me on behalf of  
6 Defendant. I discussed briefly with him the pending litigation, my clients' wishes, the efforts  
7 thus far, and a possible resolution. Robert DeVries never entered his appearance.  
8

9 8. Ancillary to the efforts undertaken to depose Defendant, Plaintiffs had also  
10 noticed a site inspection of the Premises for obvious reasons, among which would provide  
11 Defendant an opportunity to simply show the Premises in its current state, similar in the way  
12 she recently invited the media into her home for display. The site inspection efforts are  
13 discussed in more detail below, however of chronological significance is that the first site  
14 inspection notice was served on April 2, 2015 and noticed for May 7, 2015. At the time that  
15 inspection was noticed, Defendant remained pro se. On May 6, 2015, the day after  
16 Defendant's failure to appear at her third noticed deposition, and the day before the site  
17 inspection was noticed to take place, I received a telephone message from Defendant's new  
18 attorney (and the fourth my having contact with), Mary Catherine Wiederhold indicating that  
19 neither Defendant, nor herself, would be available for the site inspection noticed for the  
20 following day. No alternative date or time was presented, nor was any explanation regarding  
21 the unavailability of either Defendant or her counsel represented. As a result of that  
22 cancellation, I served Defendant, by way of her counsel, with a Fourth Notice of Deposition,  
23 noticing the deposition for May 21, 2015 as a result of Defendant's failure to appear at the  
24 third deposition. I also noticed the second site inspection of the Premises for June 11, 2015 at  
25  
26  
27  
28

1 11:00 a.m. The following day, May 7, 2015, I received a letter from Defendants' attorney  
2 regarding the site inspection, the deposition, and concerns that somehow Defendant was being  
3 doubly exposed to discovery as a result of the status of the procedurally necessary defendant,  
4 Old Republic Title Company, and that Plaintiffs were attempting to get "two bites at the apple"  
5 by having a deposition and a site inspection, as if somehow that was precluded, let alone  
6 improper. Additionally, Defense counsel asked specifically if there was a non-participation  
7 agreement with Old Republic Title Company regarding discovery, which there in fact was, as  
8 they had previously represented to me they had no interest in conducting any discovery. I soon  
9 made arrangements with Old Republic Title Company to have them provide written  
10 confirmation of that non-participation agreement, which was promptly provided to Defense  
11 counsel merely four days later on May 11, 2015. Moreover, as a courtesy, I offered to conduct  
12 the deposition at the already noticed time and place of the site inspection, namely the Premises.  
13 That way, Defendant would not be inconvenienced at all, she could simply permit the site  
14 inspection to occur, and I could depose her, all while at the Premises. This again, being an  
15 opportunity for Defendant to show the Premises in a manner consistent with her recent media  
16 representations that she has been living there all along. That offer was rejected. A true and  
17 correct copy of Defense counsel Mary Catherine Wiederhold's letter, the non-participation  
18 agreement from Old Republic Title Company, the Fourth Notice of Deposition and Second  
19 Demand for Inspection and associated Proof of Service, as well as my meet and confer letter is  
20 attached as Exhibit F.

21 9. After having represented Defendant for approximately six days, on May 11,  
22 2015, the same day both the Old Republic Title Company and I sent letters to Mary Catherine  
23 Wiederhold, she served me with a Notice of Motion to Be Relieved as Counsel, which,  
24

1 suspiciously was calendared out thirty-one days and set for hearing the *exact* same date, and  
2 within an hour-and-a-half of, the now second noticed site inspection date for the Premises,  
3 June 11, 2015. Additionally, Defense counsel's last official act before withdrawing was to  
4 cancel, now for the fourth time, Defendant's properly noticed deposition set to take place on  
5 May 21, 2015. This cancellation ignored my offer to conduct the deposition at the Premises at  
6 the same time as the site inspection, and offered no documentation in support of the medical  
7 issues represented, nor any alternative date, time, or place to reschedule. It was simply  
8 canceled. A true and correct copy of that Motion to Be Relieved, my meet and confer efforts,  
9 and that final deposition cancellation letter is attached collectively as Exhibit G.  
10

11           10. On May 29, 2015, I learned attorney David Larson may be entering his  
12 appearance and representing Defendant in this action. I contacted Mr. Larson via email on  
13 June 1, 2015 regarding his possible representation, as Mary Catherine Wiederhiold was still  
14 counsel of record, and I did not want to communicate with the wrong attorney, or with  
15 Defendant directly if she was represented. I had a very brief communication with David  
16 Larson regarding this matter. David Larson never entered his appearance. A true and correct  
17 of our communications is attached as Exhibit H.  
18

19           11. On June 11, 2015, I attended the hearing on Mary Catherine Wiederhold's  
20 motion to be relieved as counsel. The purpose of my appearing was not to oppose the motion  
21 to be relieved, but simply to confirm the site inspection was still going forward. I never  
22 received confirmation one-way or the other. Defendant did not appear. That motion to be  
23 relieved was granted, and permitted Ms. Weiderhold to withdraw as counsel effective June 11,  
24 2015, as a result of irreconcilable differences having led to a breakdown of the attorney-client  
25 relationship. On June 11, 2015 at 11:00 a.m., and after appearing at that 9:30 a.m. law and  
26  
27  
28

1 motion calendar, I appeared at the Premises for the site inspection, which still remained  
2 properly noticed to take place. Once there, after having both rang the doorbell numerous times  
3 and knocked numerous times, after approximately 15 minutes I left when there was no  
4 response and Defendant did not appear or answer the door.

5  
6 12. As a result of Mary Catherine Wiederhold's earlier cancellation of the fourth  
7 deposition, and a failure to provide any alternative date, time, or scenario where such a  
8 deposition could occur on an agreed upon date, time and place, on June 15, 2015, I caused  
9 Defendant to be served with a now Fifth Notice of Deposition and Request for Production of  
10 Documents, scheduling that deposition for June 30, 2015 at 1:00 p.m. to take place at my  
11 office. Additionally, as a result of the failure of Defendant to appear at, or permit, the June 11,  
12 2015 site inspection, I simultaneously served Defendant with a Third Demand for Inspection of  
13 Real Property, noticing the Third Site Inspection for July 21, 2015. This served as not only the  
14 opportunity, but legal obligation, to permit the Premises to be viewed by me, and  
15 constructively by Plaintiffs, arguably in a manner consistent with her recent representations to  
16 the media that she has been living at the Premises all along. First, on July 21, 2015, the date of  
17 the site inspection, at approximately 11:00 a.m., I personally appeared at the Premises for the  
18 purpose of conducting the noticed site inspection. Much like before, there was no response to  
19 my numerous attempts to announce my presence, including ringing the doorbell and knocking  
20 numerous times. After approximately 15 minutes, after having received no response to ringing  
21 the doorbell or my seeing the Defendant, or any related party, I left. Second, when June 30,  
22 2015 arrived, the date set for Defendant's fifth noticed deposition, Defendant failed to appear.  
23 After that failure to appear at the deposition, on July 13, 2015 I sent Defendant yet another  
24 letter inquiring as to her nonappearance at her fifth properly noticed deposition, as well as my  
25  
26  
27  
28

1 offer to relocate the deposition, provide transportation if necessary. I received no response. A  
2 true and correct copy of that letter and the Fifth Notice of Deposition and Third Notice of Site  
3 Inspection is collectively attached as Exhibit I.

4 13. As a result of Defendant's failure to appear at now five properly noticed  
5 depositions, and the absolute failure of any reasonable meeting and conferring on an agreeable  
6 time or place for the deposition to take place, or my even receiving a response to my meet and  
7 confer efforts and invitations to accommodate Defendant in any manner necessary, including  
8 my July 13, 2015 letter as well as the offer to conduct the deposition simultaneously with the  
9 site inspection at the very location Defendant now alleges she has lived all along, on July 17,  
10 2015 I filed a Motion to Compel Compliance with Deposition Notice and Request for  
11 Sanctions. On September 15, 2015 that Motion to Compel Compliance with Deposition Notice  
12 and Request for Sanctions was heard and granted. The Court ordered Defendant to appear for  
13 her deposition on or before October 5, 2015 and to produce the documents responsive to the  
14 Fifth Notice of Deposition, a copy of which was attached to the Order. Additionally,  
15 Defendant was required to contact me specifically in advance of that deposition deadline to  
16 meet and confer on the specific date and time for the deposition. The Court also awarded  
17 Plaintiffs sanctions in the amount of \$2,795.00 to be paid by Defendant on or before October 5,  
18 2015. That Order and associated Notice of Entry of Order was served on Defendant September  
19 23, 2015. Additionally, based on the history of the action, and Defendant's pattern of not  
20 meeting and conferring with me at all on any scheduling issues, I also re-noticed the deposition  
21 for a date specific, namely September 30, 2015 at 1:00 p.m., a time consistent with the Order,  
22 so Defendant would have the opportunity to contact me pursuant to the Order and have the  
23 deposition held that day or different day which we could discuss, in the event she did contact  
24  
25  
26  
27  
28

1 me at all. She didn't. At no time on September 30, 2015 did Defendant appear at my office  
2 for her deposition, nor were any documents provided. Additionally, at no point has Defendant  
3 ever contacted me pursuant to that Order to schedule her deposition, before October 5, 2015 or  
4 otherwise, nor has Defendant ever contacted me regarding providing the demanded documents  
5 or the sanctions, also contained within that Order to occur on or prior to October 5, 2015. A  
6 true and correct copy of that Order, Notice of Entry of Order, Sixth Notice of Deposition, and  
7 proof of service is attached as Exhibit J.  
8

9 14. Additionally, as a result of Defendant's failure to appear at or permit the third  
10 noticed Site Inspection on July 21, 2015 (referenced above), Plaintiff filed a Motion to Compel  
11 Compliance with Plaintiffs' Third Demand for Inspection of Real Property, and Request for  
12 Sanctions on July 22, 2015. That Motion was heard and granted on September 4, 2015.  
13 Pursuant to that Order, the site inspection was ordered to take place on September 9, 2015 at  
14 11:00 a.m., and Defendant was further ordered to pay sanctions in the amount of \$1,600.  
15 Defendant was provided Notice of Entry of this Order on September 4, 2015 by personal  
16 messenger. This would have served as the now third opportunity for Defendant to present the  
17 Premises in a manner consistent with her recent representations to the media regarding her  
18 occupancy, let alone pursuant to her obligation under the rules of discovery and now Court  
19 Order. On September 9, 2015 at 11:00 a.m. I personally appeared at the Premises for the  
20 purpose of conducting the Court Ordered site inspection. I knocked and rang the bell for  
21 approximately fifteen minutes, and after having received no response, I left.  
22  
23  
24

25 Besides Defendant's failure to appear at the five noticed depositions resulting in a  
26 Court Order, Defendant's failure to permit the properly noticed and Ordered site inspection of  
27 the Premises three separate times, Defendant had also failed to comply with or respond to any  
28

1 of Plaintiffs' written discovery demands, namely form interrogatories and requests for  
2 production of documents. The documents requested would have been of particular importance  
3 as they would have supported or disputed Defendant's permanently residing at the Premises,  
4 the condition and repair of the Premises, among other things. Plaintiff first served their  
5 Request for Production of Documents and Form Interrogatories on April 26, 2015 and April  
6 23, 2015 respectively. Defendant failed to provide any responses to either request. Well after  
7 the deadlines for Defendant's responses were due, in advance of my filing a Motion to Compel  
8 the Form Interrogatories and Request for Production, I sent Defendant a letter on June 15, 2015  
9 informing her that the deadline had passed, and that I had not heard from her. Additionally, I  
10 offered her an opportunity to have additional time to prepare and provide responses, and if she  
11 needed additional time, and we could select an agreeable date, and further provided Defendant  
12 an additional week to let me know by June 23, 2015 if she would need additional time.  
13 Defendant failed to respond to that invitation or letter. Defendant failed to provide any  
14 responses to any requested discovery. As a result of Defendant's failure to respond to the  
15 Form Interrogatories, the Request for Production, and my offer of additional time, I caused to  
16 be filed and served a Motion to Compel Responses to Plaintiffs' Request for Production of  
17 Documents to Iris Canada – Set One, and Request for Sanctions and a Motion to Compel  
18 Answers to Interrogatories and Request for Sanctions, both on June 24, 2015. On August 20,  
19 2015, both Motions were granted, which required Defendant to answer the Form  
20 Interrogatories and produce the Requested Documents, and pay sanctions totaling \$1,770, or  
21 \$885 for each motion, within ten days of notice of entry of Order. Notice of Entry of each  
22 Order was provided to Defendant on August 20, 2015. Defendant failed to comply with any of  
23 those obligations, either by responding to the interrogatories, providing the documents, paying  
24  
25  
26  
27  
28

1 the sanctions, or even requesting time to do any of those things. True and correct copies of my  
2 meet and confer letter, the Site Inspection Order and the two Orders regarding Form  
3 Interrogatories and Production of Documents are collectively attached as Exhibit K.

4 15. Simultaneous with my efforts to depose Defendant and to conduct an inspection  
5 of the Premises, and to receive written discovery and documents, I had attempted to subpoena  
6 Merriouns for a deposition, as she had been Plaintiffs' primary contact for Defendant and was  
7 also serving as her primary caregiver, as well as her specifically representing herself as being  
8 power of attorney for Defendant. If there was anyone who was familiar with Defendant's  
9 living arrangements besides Defendant herself, it would be Merriouns. Consistent with that, I  
10 prepared a deposition subpoena for Merriouns on March 11, 2015, noticing the deposition to  
11 take place on April 2, 2015. Because Merriouns is not a party to the action, it was necessary to  
12 personally serve her. The first place I had my process server attempt service was at the address  
13 she had previously provided for service, namely 1 Frank H. Ogawa Plaza and Oakland City  
14 Hall. This, again, was specifically the address provided by Merriouns earlier when I was  
15 served with Defendant's first Answer. After the first attempt to serve Merriouns, the process  
16 server was told that he must go to the city attorney's office on the 6<sup>th</sup> Floor of Oakland City  
17 Hall. That attempt was March 12, 2015. Upon going to the 6<sup>th</sup> Floor, the server was then  
18 informed that that department would only accept record subpoenas, and nobody was available  
19 to accept service. It was curious that the location designated for service by Merriouns was a  
20 place where service could not be effectuated. This would end up being the first in a wardrobe  
21 of problems presented by Merriouns in her seemingly strategic election to designate Oakland  
22 City Hall as the address for service of process. Subsequent to that failed attempt, unsuccessful  
23 attempts to serve Merriouns were made at her residence on March 13, 2015 at 8:10 a.m.,  
24  
25  
26  
27  
28

1 March 14, 2015 at 3:25 p.m., March 15, 2015 at 10:20 a.m., March 16, 2015 at 5:10 p.m. and  
2 again at 8:10 p.m. (a black Mercedes being present at the residence, Merriouns drove a black  
3 Mercedes at the time), March 17, 2015 at 8:25 a.m., again with the Mercedes present, March  
4 18, 2015 at 7:00 a.m. and again at 6:35 p.m. with the Mercedes present the second time, March  
5 19, 2015 at 7:30 p.m., March 21, 2015 at 12:15 p.m., March 22, 2015 at 8:40 a.m., March 24,  
6 2015 at 7:10 p.m., and March 25, 2015 at 6:50 p.m. After these *sixteen* failed attempts to serve  
7 Merriouns, that first deposition subpoena expired and Plaintiffs were forced to re-notice the  
8 deposition and attempt service on Merriouns anew. It was not until May 8, 2015 that the  
9 process server was able to effectuate service on Merriouns, and that was only after a neighbor,  
10 in the same manner as with service of the original Complaint itself, notified Plaintiffs that  
11 Merriouns had appeared at the Premises with Defendant. Merriouns was served a subpoena to  
12 appear at her deposition set to take place on May 26, 2015 at my office at 10:00 a.m. Two  
13 days after Merriouns was served with her deposition subpoena, on May 11, 2016, I sent  
14 Merriouns an anticipatory meet-and-confer letter, which also included the necessary witness  
15 fees and mileage reimbursement. Included in that letter was an invitation for Merriouns to  
16 contact me in the event the deposition date presented a conflict, as well as an offer to  
17 reschedule the deposition to an agreed upon date in the event she had a conflict. This offer to  
18 reschedule was sent two weeks in advance of the actual deposition, and was sent to Merriouns  
19 at both her home and work address. Merriouns never responded to that letter or invitation.  
20 Additionally, when the date of the deposition arrived, on May 26, 2015, Merriouns failed to  
21 appear, failed to produce the necessary documents, and failed to contact me entirely. True and  
22 correct copies of those subpoenas, declarations of due diligence, the meet and confer letter, and  
23 the associated proof of service are collectively attached as Exhibit L.  
24  
25  
26  
27  
28

1           16. As a result of Merriouns' failure to appear at her deposition, and failure to  
2 contact me about rescheduling, I sent her a meet and confer letter on May 26, 2016 again  
3 offering an opportunity to schedule the deposition to an agreeable time and also to inquire  
4 regarding the circumstances of her nonappearance in advance of my filing a motion to compel.  
5 Merriouns failed to respond to that invitation and inquiry. As a result of Merriouns' failure to  
6 appear at her deposition and failure to meet and confer or engage me on the issue at all, I  
7 prepared and filed a Motion to Compel Merriouns' compliance with her deposition subpoena.  
8 That Motion was filed on June 5, 2015 and Merriouns was served the following day by a  
9 neighbor when Merriouns appeared at the Premises with Defendant. Merriouns failed to  
10 respond to that Motion and failed to appear at the hearing. On July 1, 2015, Plaintiffs were  
11 awarded and Order Granting Motion to Compel Compliance with Deposition Subpoena and  
12 Request for Sanctions against Merriouns. That Order required Merriouns to appear at  
13 deposition and pay Plaintiffs sanctions in the amount of \$1,972.50 which represented the fees  
14 and costs associated with Merriouns failure to appear at her deposition, failure to meet and  
15 confer on the matter, and the Motion to Compel itself. Additionally, after Plaintiffs were  
16 awarded the Motion to Compel, I sent Merriouns yet another letter informing her of the status  
17 of the matter and the Order, as well as again inviting her to contact me about resolving the  
18 litigation. Of significance is that up to this point, both Merriouns and Defendant had failed to  
19 present any evidence supporting Defendant having resided at the Premises and had additionally  
20 resisted all of Plaintiffs' efforts to investigate same. On July 17, 2015, at her home in Oakland,  
21 Merriouns was served with the now second deposition subpoena as well as another copy of the  
22 Order, noticing her deposition for August 5, 2015. True and correct copies of the Order  
23  
24  
25  
26  
27  
28

1 Granting Compliance, meet and confer letters, second subpoena and associated proofs of  
2 service is collectively attached as Exhibit M.

3 17. On July 22, 2015, two weeks in advance of the Merriouns deposition date, and  
4 after she had been served, I sent Merriouns a letter, with a courtesy copy of the deposition  
5 notice and Order, inviting her again that if the noticed deposition date presented a conflict, to  
6 please contact me about rescheduling to an agreed upon date. This letter also informed  
7 Merriouns that she had previously been provided the applicable witness fees for her  
8 appearance. On August 4, 2015, at 5:01 p.m., less than 24 hours before the deposition was  
9 set to begin, and thirteen days after I had invited Merriouns to reschedule the deposition, I  
10 received a fax from her stating she would not be appearing, requested "agreed dates and  
11 times", but contained no contact information to contact her regarding her request for an agreed  
12 upon date, nor any suggested dates or times which would be agreeable. The only contact  
13 number was a fax number in the margin indicating where the letter was sent from, namely the  
14 "Oakland City Counsel". In response to Merriouns' cancelation, on August 5, 2015, I sent her  
15 a meet and confer letter attempting to reschedule the deposition to an agreed upon date.  
16 Because I was firmly convinced I would not be receiving any correspondence back regarding  
17 my offer, I additionally scheduled another date to have the deposition in the event I did not  
18 hear from her. That date was August 12, 2015 at 1:00. This letter was emailed to Merriouns at  
19 two different email addresses I have used to correspond with her in the past, as well as being  
20 sent U.S. Mail to both her home and work address. Meriouns did not respond to that letter and  
21 did not acknowledge receipt of either email. On August 12, 2015, the actual date of the now  
22 rescheduled deposition, at 1:12 a.m., I received a facsimile from Merriouns, again indicating  
23 she would not be appearing. Much like the earlier cancellation facsimile, this letter seemingly  
24  
25  
26  
27  
28

1 offered to reschedule, however provided no contact number or alternative date or time to  
2 conduct the deposition. It is of significance that Merriouns has had my email address and work  
3 phone number for months, yet she instead chose to send a fax at 1:12 a.m. One cannot simply  
4 "reply" to a fax under those circumstances. After having not been contacted by Merriouns  
5 after her August 12, 2015 cancellation and alleged willingness to reschedule the deposition, the  
6 following week I caused a Motion to Compel Compliance with Deposition Subpoena, Request  
7 for Sanctions, and Finding of Contempt to be filed as a result of Merriouns now having  
8 canceled two properly noticed depositions in violation of Court order, and her failure to meet  
9 and confer on the matter. On September 17, 2015, that Motion was granted after hearing and  
10 appearance by Merriouns. At that hearing, and from the bench, the Hon. Ronald E. Quidachay  
11 admonished and Ordered Merriouns to appear no less than five separate times for her  
12 deposition, and she was again ordered to pay sanctions this time in the amount of \$2,255  
13 within 30 days, and was Ordered to show cause why she should not be held in contempt of  
14 Court for her failure to comply with the Court's earlier Order. I would not be exaggerating or  
15 embellishing by representing that the Court was pleased with Merriouns actions to say the  
16 least. Hearing on that OSC was set for November 13, 2015 and Merriouns was ordered to  
17 respond no later than November 6, 2015. A true and correct copy of the referenced letters and  
18 associated emails and transmission receipts, and September 17, 2015 Order Granting Motion to  
19 Compel Compliance with Deposition Subpoena, Request for Sanctions, and Finding of  
20 Contempt is collectively attached as Exhibit N.

21  
22  
23  
24  
25 18. On October 7, 2015 Merriouns actually appeared at her deposition at my office.  
26 That deposition proceeded as best it could under the obvious circumstances and Merriouns  
27 reluctance to be there. Additionally, the deposition could not be completed because, besides  
28

1 the time constraints, Merriouns failed to bring her eyeglasses, and was unable to review any  
2 documents which were presented to her, such as the Life Estate, the Deed of Trust, the  
3 Promissory Note or the Bill of Sale. Moreover, it was particularly telling that Merriouns had  
4 "forgotten" her eyeglasses, eyeglasses of which she testified she needs because she is both  
5 nearsighted and farsighted. After that deposition session ended without having been  
6 concluded, attorney John Cooke began representing Merriouns in defense to my efforts to  
7 conclude the deposition. After numerous meet and confer efforts, proposed and entered orders,  
8 and engaging Mr. Cooke and the general theme and tone of resistance, I realized it was going  
9 to be substantially more effort than it was realistically worth, and with the January 25 trial date  
10 approaching, the decision was made to simply abandon the effort without having concluded the  
11 deposition. It simply was a mitigation of costs and effort.

12  
13  
14 19. Prior to Merriouns' Deposition, on October 5, 2015, I prepared and caused a  
15 very thorough Plaintiffs Amended Motion for Summary Judgment or in the Alternative  
16 Summary Adjudication ("MSJ") to be filed and served. The hearing on that MSJ was noticed  
17 for December 22, 2015, which was approximately one month before the first scheduled trial  
18 date of January 25, 2016. This MSJ was supported by declarations both from Plaintiff Peter  
19 M. Owens and two separate independent witnesses, as well as meal delivery cancellation  
20 documents provided by Meals on Wheels, in addition to other evidence supporting all of  
21 Plaintiff's causes of action. Of note was that Plaintiff had served Meals on Wheels with a  
22 document demand and they had provided documents in response to that discovery request  
23 evidencing that meal delivery at the Premises had been canceled on October 2, 2012 until  
24 further notice, and had not been renewed. Copies of those meal cancelation records are  
25 included in Plaintiffs' MSJ.  
26  
27  
28

1           20. Independent of the already filed and noticed MSJ, as a result of Defendant's  
2 failure to comply with any discovery, to meet and confer on any of outstanding discovery, and  
3 her failure to comply with the now four separate Court Orders, on October 19, 2016, Plaintiffs  
4 filed and served four separate Motions to Compel Compliance with Court Order each seeking  
5 additional evidentiary sanctions. Plaintiffs' Motion to Compel Compliance With Court Order  
6 for Compliance with Deposition Notice, Request for Monetary Sanctions, and for Issues  
7 Sanctions, Plaintiffs' Motion to Compel Compliance with Court Order for Site Inspection,  
8 Request for Monetary Sanctions, and for Issue Sanctions, Plaintiffs' Motion to Compel  
9 Compliance with Court Order for Compliance with Request for Production of Documents,  
10 Request for Monetary Sanctions, and for Issue Sanctions, and Plaintiffs' Motion to Compel  
11 Compliance with Court Order for Responses to Form Interrogatories, Request for Monetary  
12 Sanctions, and for Issue Sanctions, with each Motion noticed for hearing November 10, 2015.  
13  
14 At 7:27 a.m., on November 10, 2015, the date which the Motions were to be heard, attorney  
15 John Cooke emailed the Court and myself noticing that he was entering his appearance for the  
16 limited scope of representing Defendant on these Motions, and that Defendant was, albeit  
17 untimely, contesting the tentative rulings. John Cooke now served as the sixth attorney whom  
18 I had contact with regarding representation of Defendant, either directly or indirectly, in this  
19 matter. John Cooke appeared at the November 10, 2015 hearing along with myself. One of  
20 the main issues entertained by Pro Tem Judge Steven B. Stein at that hearing was providing  
21 Defendant one final opportunity to convince the Court that there would be complete  
22 compliance with the outstanding discovery with specific commitments made on behalf of  
23 Defendant. The Court further emphasized the prejudice Plaintiffs have suffered as trial was set  
24 to begin in approximately two months, and over seven months have passed since Defendant  
25  
26  
27  
28

1 was first served with discovery requests, of which none has been complied with. Additionally,  
2 rather than finding in favor of Plaintiffs from the bench and a manner consistent with the  
3 tentative rulings, Pro Tem Judge Steven B. Stein took the matter under submission and  
4 provided Defense counsel with two separate correspondences inviting Defendant to represent a  
5 plan for compliance prior making a finding on Plaintiffs' Motions as well as Defendant  
6 providing discovery to Plaintiffs in a manner which can alleviate the clear prejudice Plaintiffs  
7 have suffered. In other words, the Court gave Defendant an opportunity before issuing its  
8 order. Thirteen days later, and after Defendant failed present any plan regarding compliance,  
9 besides an offer to request PG&E bills and to pay \$200 in sanctions, Plaintiffs were granted  
10 each of their Motions by Pro Tem Judge Steven B. Stein on November 23, 2015. True and  
11 correct copies of those Court communications and Notices of Entry of Order granting Plaintiffs  
12 the issue sanctions sought are collectively attached as Exhibit O.  
13  
14

15 21. In advance of the MSJ hearing, Defendant filed an Opposition to Plaintiff's  
16 MSJ, first on December 15, 2015 and again on December 17, 2015, which were untimely, but  
17 not objected to by Plaintiffs. Plaintiff filed Reply papers in response to Defendant's  
18 Opposition papers. On December 22, 2015, the MSJ hearing date, the Court, on its own  
19 motion, continued the matter to be heard December 31, 2015.  
20

21 22. On December 28, 2015, three days before that MSJ hearing was to be heard,  
22 Defendant filed for Chapter 7 Bankruptcy. (Exhibit P-1) That resulted in the MSJ being taken  
23 off calendar because of an automatic stay. Of significance is that within her Chapter 7  
24 Bankruptcy Petition, Defendant listed no assets, no creditors, and no debts, besides her  
25 obligation to pay Plaintiffs on the Promissory Note on the underlying Life Estate and Deed of  
26 Trust. Additionally, because the Life Estate was not an alienable asset (it applying to  
27  
28

1 Defendant only and not being transferrable or marketable), it had no value to the Bankruptcy  
2 Estate, and even if it had, Plaintiffs were the only scheduled creditors who would receive  
3 distributions, to the extent there even were any funds to be distributed considering Defendant  
4 had no significant assets scheduled. Moreover, and most importantly, Plaintiffs seeking  
5 recovery of the Life Estate was based on behavioral violations, and not related in any way to  
6 the Promissory Note or the financial obligation of Defendant to make payments to Plaintiffs.  
7 Likewise, there was no relief which the Bankruptcy Court could provide for Defendant, short  
8 the stay itself strategically taking the MSJ off calendar. Equally as telling, was that in her  
9 petition, Defendant had also listed as her address for all Bankruptcy notices, to be "One Frank  
10 H. Ogawa Plaza, 2<sup>nd</sup> Floor, Attn: Iris Merriouns, Oakland, CA 94612". (Exhibit P-1). As a  
11 result of Defendant filing for Chapter 7 Bankruptcy, and Plaintiffs being entitled to relief from  
12 the stay, Plaintiffs filed a Motion for Relief From Stay and a simultaneous application to have  
13 that Motion heard on shortened time, the three main factors being 1) there was no relief which  
14 the Bankruptcy Court provide Defendant; 2) the underlying matter was a State Court property  
15 dispute and the Bankruptcy Court should abstain, and; 3) that trial in the action was scheduled  
16 for January 25, 2016, merely weeks away. That Motion and request to shorten time was filed  
17 on December 31, 2015. (Exhibit P-2) Shortened time was granted on January 2, 2016 and the  
18 Bankruptcy Court set the hearing for January 7, 2016. (Exhibit P-3) In response to Plaintiffs'  
19 seven-page Motion for Relief From Stay, Defendant filed a twenty-five page Opposition.  
20 (Exhibit P-4) After filing her twenty-five page opposition, Defendant further filed a Motion to  
21 Strike the Order Granting Ex Parte relief shortening time, alleging, among other things,  
22 improper service at the Oakland City Hall address and improper communications between the  
23 Bankruptcy Court and Plaintiff's counsel. (Exhibit P-5) Additionally, Defendant filed a  
24  
25  
26  
27  
28

1 Request for Continuance based on her medical condition. Defendant filed all of the above  
2 referenced pleadings while she remained pro se. At that January 7, 2016 hearing, U.S.  
3 Bankruptcy Judge Hannah L. Blumenstiel denied Defendant's Motion to Strike, further  
4 admonishing her for the accusations of improper communications (Exhibit P-7) and granted  
5 Defendant's Request for Continuance Re: Medical Impairment for one-week to January 14,  
6 2016, but for purposes mainly of her securing counsel. (Exhibit P-8) Not soon after,  
7 Defendant amended her bankruptcy petition to remove Merriouns and the Oakland City Hall as  
8 her address for service. (Exhibit P-9).

10 Defendant's new attorney, Mitchell Abdallah of Sacramento, CA, entered his  
11 appearance in the Bankruptcy matter on January 13, 2015, the day before the Motion for Relief  
12 From Stay was to be heard. Mitchell Abdallah's first procedural act as counsel for Defendant  
13 was to file a Motion to Convert her Chapter 7 Bankruptcy to a Chapter 13 Bankruptcy the  
14 morning of the Relief from Stay hearing. (Exhibit P-10) At the hearing, on January 14, 2016,  
15 Plaintiffs were granted Relief From Stay. One can only speculate as to why Defendant sought  
16 to convert her Chapter 7 to Chapter 13, however, after Plaintiffs received relief from stay that  
17 day, Defendant immediately withdrew her Motion to Convert to Chapter 13 before the relief  
18 from stay Order was even docketed. (Exhibit P-11) Plaintiff was granted relief from stay  
19 pursuant to Order on January 15, 2016. (Exhibit P-12). Defendant later requested to dismiss  
20 her own Bankruptcy on March 2, 2016, without her having received any of the relief sought  
21 under the protections of bankruptcy. (Exhibit P-13) Defendant's bankruptcy was dismissed  
22 pursuant to her request on April 3, 2016. (Exhibit P-14). True and correct copies of all of the  
23 Exhibits referenced as P-1 through P-14 are attached to this Declaration in Exhibit P.  
24  
25  
26  
27  
28

1           23. Judge Blumenstiel's Bankruptcy Order granting Plaintiffs relief from stay had a  
2 fourteen-day hold which further delayed the proceedings in this Court, including the January  
3 25<sup>th</sup> trial date. The stay was effectively lifted January 29, 2016, however trial in the underlying  
4 action remained on calendar for January 25, 2016. Likewise, not only did Defendant's  
5 Bankruptcy cause the MSJ hearing to be taken off calendar, it would delay the trial date as  
6 well. I appeared at the January 25, 2016 trial call. At that call, Judge Stewart rescheduled the  
7 trial to February 1, 2016 to account for the expiration of the stay. Neither Defendant nor  
8 anyone on Defendant's behalf appeared at that January 25, 2016 trial call. Thereafter, I caused  
9 Defendant to be noticed of the time and place of trial, as ordered to do so by the Court. The  
10 following week, I appeared at the rescheduled February 1, 2016 trial calendar call. True and  
11 correct copies of that Notice of Time and Place of Trial is attached as Exhibit Q.

12           24. On February 1, 2016, when the matter was called for trial, Merriouns appeared  
13 and served Plaintiffs, via me, with Defendant's Notice of Notice of Removal and a Notice of  
14 Stay and left the courtroom. This Notice of Notice of Removal was signed by Defendant and  
15 dated January 29, 2016, and seemingly attempted to remove the matter to Federal Court on  
16 grounds of diversity, which also resulted in, what was now, a second attempt to stall and stay  
17 the proceedings and prevent any findings on the merits. (Exhibit R-1) Defendant did not  
18 appear. Because the Court was unable to verify the Removal, and Merriouns did not remain to  
19 provide or volunteer any additional information or explanation, the trial was continued to  
20 February 2, 2016 so Court staff could verify the proceedings and status. I appeared at the call  
21 the following day after having learned that Defendant had filed a Notice of Removal with the  
22 United States District Court for the Northern District of California on January 29, 2016.  
23 (Exhibit R-2) At that February 2, 2016 trial call, and after the Court confirmed Removal, the  
24  
25  
26  
27  
28

1 trial was rescheduled a third time to March 21, 2016. Later that day, I caused Defendant to be  
2 served with Notice of that new trial date as ordered to do so by the Court. (Exhibit R-3) I soon  
3 learned that the Notice of Notice of Removal and Notice of Stay were not the only pleadings  
4 that Defendant had filed in the State Court action pending in this Court. First, on February 1,  
5 2016, besides the Notice of Notice of Removal I had been served, Defendant also filed an  
6 additional Objection to Plaintiffs' MSJ, which had still yet to be heard. Additionally, on  
7 February 4, 2016, after having filed her Removal, Defendant filed an amended Notice of Stay  
8 and an additional Notice of Removal. Moreover, despite the fact that neither Plaintiffs or I had  
9 ever utilized electronic service to serve Defendant of any pleadings in the year-plus this  
10 litigation had been pending, Defendant filed a Notice of Non-Authorization and Non-Consent  
11 to Electronic Service. (Exhibit R-4) This further limited the options, albeit never employed,  
12 Plaintiffs had to serve Defendant with any pleadings. A true and correct copy of that Notice of  
13 Non-Authorization and Non-Consent to Electronic Service is attached as Exhibit S. A true and  
14 correct copy of the above referenced Notice, Notice of Notice, Notice of Stay, Notice of Trial,  
15 and Notice of Non-Authorization and Non-Consent to Electronic Service are attached as  
16 Exhibits R-1 through R-4.

17  
18  
19  
20 25. Plaintiffs now had to address the stay associated with Defendant's removal to  
21 Federal Court served on myself, in the courtroom, on the February 1, 2016 trial date. On  
22 February 10, 2016, on behalf of Plaintiffs, I filed in the United States District Court for the  
23 Northern District of California, a Motion to Remand in Federal Court as a result of  
24 Defendant's improper and untimely removal. Federal Rules required that Motion to be heard  
25 on 35 days notice, and it was therefore noticed for March 17, 2016. Additionally, with that  
26 Motion to Remand, an application for an order shortening time was also requested. Prior to the  
27  
28

1 Motion to Remand being heard, and the application to shorten time being ruled upon, and just  
2 two days after my having filed the Motion to Remand, on February 12, 2016, United States  
3 District Court Judge Edward Chen remanded Defendant's removal back to this Court for lack  
4 of jurisdiction. This was done well in advance of the actual hearing noticed for March 17,  
5 2016 and the application to shorten time. Because the removal was so clearly improper, the  
6 Federal Court remanded the matter without even conducting a hearing. As a result, the March  
7 21, 2016 trial date could go forward, unless, of course Defendant took any addition action to  
8 prevent that from happening. A true and correct copy of that first Remand Order is attached as  
9 Exhibit S.  
10

11 26. While the matter remained in Federal Court, and in between the two-day period  
12 after Plaintiffs had filed their Motion to Remand and before it had actually been Remanded,  
13 Defendant filed two significant pleadings. First, on February 11, 22016, Defendant filed a  
14 Notice of Non-Consent to Electronic Service similar to the one filed in State Court on February  
15 3, 2016, even sharing the same signature date and language of that State Court Non-Consent to  
16 Electronic Filing of February 3, 2016 (Exhibit T-1). Second, Defendant filed a sixteen count  
17 cross-complaint against Plaintiffs in Federal Court in the improperly removed matter. Within  
18 the fifty-three pages of that Cross-Complaint, Defendant alleged causes of action for 1)  
19 Financial Elder Abuse; 2) Elder Abuse; 3) Unfair Competition – California Business and  
20 Professional Code §§17200 et seq.; 4) Negligent Infliction of Emotional Distress; 5)  
21 Intentional Infliction of Emotional Distress; 6) Age Discrimination in Violation of ECOA, 15  
22 U.S.C. §1691(a)(1); 7) Fraud; 8) Fraudulent Inducement; 9) Cancellation; 10) Fraudulent  
23 Concealment; 11) Damages Based on Fraud; 12) Fraudulent Misrepresentation; 13) Breach of  
24 Fiduciary Duty; 14) Civil Conspiracy; 15) Civil RICO; and 16) Violation of 42 U.S.C. §3601,  
25  
26  
27  
28

1 et seq. (Exhibit T-2). That cross-complaint has been seemingly abandoned by Defendant.  
2 True and correct copies of Defendant's Notice of Non-Consent to Electronic Service (Federal  
3 Court) and Cross-Complaint are attached as Exhibit T-1 and Exhibit T-2.

4 27. On February 12, 2016, the same day that United States District Court Judge  
5 Edward Chen remanded Defendant's removal as being improper, Defendant filed a Notice of  
6 Appeal in the United States District Court. Additionally, on February 16, 2016, Defendant  
7 filed another Notice of Stay of Proceedings "Notice of Appeal to the Ninth Circuit RE:  
8 Divestiture Rule is controlling" and on February 18, 2016 filed a Notice of Notice of Appeal to  
9 the Ninth Circuit Court of Appeals RE: Divestiture Rule Controlling. None of Defendant's  
10 pleadings regarding this appeal set forth the basis of any stay being in effect, or that Defendant  
11 had been granted any stay of proceedings subsequent to the Remand issued by United States  
12 District Court Judge Edward Chen. On February 22, 2016 the United States Court of Appeals  
13 for the Ninth Circuit issued an Order to Show Cause why the judgment appealed should not be  
14 summarily affirmed because the questions on which the decision in the appeal depends may be  
15 so unsubstantial as to not justify further proceedings. That ruling remains outstanding. True  
16 and correct copies of that Order to Show Cause, Defendant's Notice of Appeal, Notice of Stay,  
17 and Notice of Notice of Appeal are attached collectively as Exhibit U.

18 28. With the matter having now been properly Remanded, and with no stay being in  
19 effect or applicable, I appeared at the March 21, 2016 trial call, at which time Judge Stewart  
20 assigned this matter to Judge Robertson for trial. Defendant did not appear nor did anyone  
21 appear on Defendant's behalf, including Merriouns. As a result of Defendant's failure to  
22 appear, Judge Robertson scheduled the matter to continue to the following day to permit  
23 Plaintiffs to prepare and arrange for a prove up hearing. Additionally, Plaintiffs' MSJ was also  
24  
25  
26  
27  
28

1 ordered to be noticed to be heard on that March 22, 2016 date as well, as all of the necessary  
2 papers and opposition were, and for some time had, before the Court. I caused Defendant to be  
3 served Notices of both that prove up hearing and the hearing on the MSJ. In advance of that  
4 hearing I prepared a Request for Judicial Notice in Support, and arranged for the appearances  
5 of Plaintiff and independent witnesses to present testimony to the Court. I also prepared  
6 proposed Orders for both of the hearing set to take place incorporating much of the factual and  
7 procedural history of the litigation as required. True and correct copies of those Notices are  
8 collectively as Exhibit V.  
9

10 29. The following day, March 22, 2016, when both the MSJ hearing and prove up  
11 hearing were to take place, Merriouns showed up again without Defendant. Similar to before,  
12 rather than address the merits of the pending issues and hearings set to be heard in mere  
13 minutes, Merriouns served this Court's staff and myself with another Notice of Notice of  
14 Removal. This was an identical attempt to remove the matter to Federal Court, now for the  
15 second time, and under the same improper authority that resulted in the earlier remand, namely  
16 diversity jurisdiction, which Defendant was seemingly in the process of appealing. Merriouns  
17 again refused to speak to the Court, the Court's staff, or myself, as she had done before at the  
18 February 2, 2016 trial call of Judge Stewart. She simply served the Notice of Notice Removal  
19 and left. It was clear that on behalf of Defendant, Merriouns had simply re-filed Notice of  
20 Notice Removal in an attempt to prevent the matter from moving forward with the MSJ  
21 hearing and the prove up hearing, both of which she seemingly knew about, as evidenced by  
22 not only her appearance, but the filing of the Notice of Notice of Removal itself that day.  
23 After a thorough investigation of the Notice of Notice of Removal, including real-time  
24 assistance from both of this this Court's research clerks, this Court struck this now second  
25  
26  
27  
28

1 Notice of Notice of Removal as being defective, one of the main reasons being that the Notice  
2 of Notice of Removal was identical to the first and earlier Notice of Notice of Removal, even  
3 sharing Defendant's same signature date of January 29, 2016. A true and correct copy of that  
4 Order Striking Notice of Notice of Removal, the second Notice of Notice Removal, and the  
5 Notice of Removal, and is collectively attached as Exhibit W.

6  
7 30. After this Court had stricken the now second and improper removal to Federal  
8 Court, this Court held the hearing on Plaintiff's MSJ and after reviewing all of the pleadings  
9 provided in support of the Motion, as well as all of the pleadings filed by Defendant in  
10 opposition and the late filed objections, this Court granted Plaintiffs' MSJ. A true and correct  
11 copy of that Amended Motion for Summary Judgment or in the Alternative Summary  
12 Adjudication, dated March 22, 2016 is attached as Exhibit X.

13  
14 31. After this Court had stricken the now second and improper removal to Federal  
15 Court, this Court conducted a full prove-up hearing based on Defendant's failure to appear at  
16 the properly noticed trial, and the failure of Defendant, Merriouns, or anyone else for that  
17 matter, to address the Court on the issue. This Court reviewed all the documents provided in  
18 Plaintiffs' request for judicial notice supporting same, heard testimony from Plaintiff Peter M.  
19 Owens, independent witness Geoff Pierce, and reviewed additional evidence on the matter.  
20 After that full hearing, this Court issued Judgment in the Action. A true and correct copy of  
21 that Judgment is attached as Exhibit Y.

22  
23 32. Subsequent to receiving Judgment, the since relieved attorney Michael Spalding  
24 entered his appearance and no-longer associated attorney Steven MacDonald became involved  
25 in the matter. Since Mr. Spalding's involvement, I have made two separate appearances in  
26 Department 501 at the ex parte stay of eviction calendar. Additionally, Mr. Spalding filed a  
27  
28

1 Request from Relief from Forfeiture, which my office drafted the opposition to as well as  
2 providing additional pleadings to the Court in response to the request for additional  
3 information. Defendant's request for relief from forfeiture resulted in another two separate  
4 court appearances that both Andrew Zacks and I appeared at, which were also attended by Mr.  
5 Spalding and Mr. MacDonald. The requested relief and additional information has given rise  
6 to this Motion for Reasonable Fees. As mentioned, Mr. Spalding has since substituted out as  
7 counsel and I have confirmed that Mr. MacDonald is no longer involved on behalf of  
8 Defendant.  
9

10 33. Since this litigation began, Plaintiffs have been awarded a total of \$6,165 in  
11 sanctions against Defendant for the above-described discovery violations and have further been  
12 awarded sanctions totaling \$4,227.50 against Merriouns for her violations as well. The total  
13 amount of sanctions Plaintiffs have been awarded in this action is \$10,392.50 and includes no  
14 less than ten separate orders.  
15

16 34. As a result of these actions, and others, the fees incurred by Plaintiff for our  
17 services in this action was is \$170,348.63.00 up to and including the date of entry of judgment,  
18 Defendant's relief from forfeiture, and this Motion. Plaintiffs were, however, granted a  
19 courtesy discount on the legal fees, in the total amount of \$15,535.63, establishing the total  
20 amount of attorney's fees realized by Plaintiffs to be \$154,813.00. True and correct invoices  
21 reflecting  
22  
23

24 35. I have reviewed the bills provided to Plaintiffs for our services in this matter,  
25 and believe that they are reasonable given the result we achieved as well as the tremendous  
26 amount work that was necessary based on the actions on behalf of Defendant. I have also  
27 reviewed the bills and determined that the services provided were necessarily incurred in this  
28

1 case, and were incurred for the purpose of obtaining a judgment to enforce Plaintiff's right to  
2 recover possession of the Premises. Attached to this declaration as Exhibit Z is a transaction  
3 listing of business records kept in the normal course of my business showing the date each  
4 billable item on this matter occurred, the initials of the individual who preformed that item, a  
5 description of the service provided, the amount of time spent on that particular task, the total  
6 cost of the particular service, and that individuals hourly rate (by dividing the total cost of the  
7 particular service by the amount of time spent on the task). The entries shown on the  
8 transaction listing are the same as those that appeared on the invoices our office sent to  
9 Plaintiffs for the services we performed in this matter. These billings also reflect the amount  
10 of costs associated with litigating this action. The costs, which include, and are not limited to  
11 filing fees and an exhaustive amount of service and fees, totals \$14,653.23. I believe the costs  
12 were necessarily incurred in this case, and are reasonable in light of the result obtained in this  
13 matter.  
14

15  
16 36. I have been practicing law in California since December 2009 and currently  
17 practice as a real estate and litigation attorney. I have also practiced law on a full time basis as  
18 a trial attorney since November 1999 in other states. My rate for the majority of this matter  
19 was \$275 per hour, and it having increased to \$300 per hour as of March 1, 2016. True and  
20 correct copies of the invoices sent to Plaintiffs in this action, evidencing the work performed  
21 by myself and other staff in my office are included in the business record billings attached to  
22 this Declaration as Exhibit Z.  
23  
24

25 I declare under the penalty of perjury that the foregoing is true and correct, and that this  
26 declaration was executed on the below referenced date at San Francisco, California.

27 Dated: May 12, 2016

28 By: Mark B. Chernev

ZACKS & FREEDMAN, P.C.  
235 MONTGOMERY STREET, SUITE 400  
SAN FRANCISCO, CALIFORNIA 94104

ZACKS, FREEDMAN & PATTERSON, P.C.  
Attorneys for Plaintiffs

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

THE SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN FRANCISCO

Case Number: CGC14543437  
Title: PETER M OWENS VS. IRIS CANADA ET AL  
Cause of Action: QUIET TITLE - REAL PROPERTY  
Generated: 2018-01-22 4:03 pm

Register of Actions Parties Attorneys Calendar Payments Documents

## Attorneys

Show  entries

Search:

Name	Bar Number	Address and Phone Number	Parties Represented
COOKE, JOHN F	154609	COOKE LAW GROUP ONE SANSOME ST STE 3500 SAN FRANCISCO, CA 94104 415-946-8850	
SPALDING, MICHAEL	291936	HOMELESS ADVOCACY PROJECT 125 HYDE STREET SAN FRANCISCO, CA 94102 415-865-9216	
WIEDERHOLD, MARY CATHERINE	219429	LAW OFFICES OF MARY CATHERINE WIEDERHOLD 1468 SUTTER STREET SAN FRANCISCO, CA 94109 415-533-0735	
ZACKS, ANDREW MAYER	147794	ZACKS, FREEDMAN & PATTERSON, P.C. 235 MONTGOMERY STREET SUITE 400 SAN FRANCISCO, CA 94104 415-956-8100	OWENS, PETER M (PLAINTIFF) OWENS, STEPHEN L. (PLAINTIFF) RADISCH, CAROLYN A. (PLAINTIFF)
ZARAGOZA, DENNIS BOYD	084217	LAW OFFICES OF DENNIS ZARAGOZA P.O. BOX 15128 SAN FRANCISCO, CA 94115	CANADA, IRIS (APPELLANT) CANADA, IRIS (DEFENDANT)

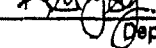
Showing 1 to 5 of 5 entries

Previous  Next

**FILED**  
San Francisco County Superior Court

JUN -8 2016

CLERK OF THE COURT

BY:  Deputy Clerk

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN FRANCISCO

PETER M. OWENS, an individual,  
CAROLYN A. RADISCH, an individual,  
STEPHEN L. OWNES, an individual,


Plaintiffs,

vs.

IRIS CANADA an individual, OLD  
REUBLIC TITLE COMPANY, a California  
corporation, and DOES 1-10, inclusive

Defendant.

Case No. CGC-14-543437

  
**TENTATIVE DECISION  
DETERMINING AMOUNT OF  
REASONABLE ATTORNEYS FEES  
AND COSTS**

The Court orders Defendants pay Plaintiffs' reasonable attorney's fees and costs in the amount of \$169,466.23 within 30 days. The Court found in its order dated April 27, 2016, as a condition to Defendant receiving equitable relief from forfeiture, that Plaintiffs are entitled to compensation pursuant to §3275.

The Court granted the *Defendant's Motion for Relief* pursuant to §3275:

Whenever, by the terms of an obligation, a party thereto incurs a forfeiture, or a loss in the nature of a forfeiture, by reason of his failure to comply with its provisions, he may be relieved therefrom, upon making full compensation to the other party, except in case of a grossly negligent, willful, or fraudulent breach of duty.

Cal.Civ.Code §3275.

The Court's order of April 27, 2016 relied on *Cassinella v. Allen* (1914) 168 Cal. 677 and *Parsons v. Smilie* (1893) 97 Cal. 647.

The Court finds that *Defendant Iris Canada's Memorandum of Points and Authorities in Opposition to Motion for Determination of Reasonable Attorney's Fees* ("Defendant's

1 *Memo*") is an improper motion for reconsideration pursuant to Cal.C.C.P. §1008 because it  
2 challenges the legal basis for the order of April 27, 2016, which found that Plaintiffs were  
3 entitled to full compensation for attorneys fees and costs as a condition for granting relief for  
4 forfeiture.

5 Cal.C.C.P. §1008 (a): "[A]ny party affected by the order may, within 10 days after  
6 service upon the party of written notice of entry of the order and based upon new or  
7 different facts, circumstances, or law, make application to the same judge or court  
8 that made the order, to reconsider the matter and modify, amend, or revoke the prior  
9 order."

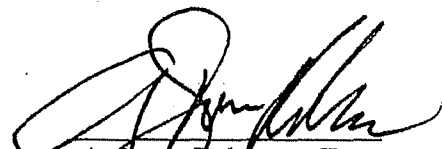
10 The Court granted Defendant's Motion for Relief pursuant to Civil Code §3275 on  
11 April 27, 2016. Defendant filed *Defendant's Memo* on June 6, 2016, 40 days after the Court  
12 granted Defendant's Motion for Relief. The Court finds this motion for reconsideration  
13 untimely pursuant to §1008.

14 The Court also finds that the motion for reconsideration is improper due to a lack of  
15 new or different facts, circumstances, or law. In Defendant's original opposition, Defendant  
16 did not include authorities that they now include in their current motion. Defendant includes  
17 new cases *McNeece v. Wood* and *Freedman v. The Rector*; however, these cases should have  
18 been provided in the original motion and do not fit the definition of "new law" as to §1008.

19 Defendant does not dispute the total fees and costs which plaintiffs motion shows was  
20 incurred. The Court orders that as a condition to Defendant receiving equitable relief from  
21 forfeiture pursuant to Civil Code §3275, Defendant must pay Plaintiff's reasonable attorney's  
22 fees to the amount of \$154,813.00, as well as necessary costs in the amount of \$14,653.23.  
23 Defendant shall make full payment of these fees to Plaintiffs within 30 days.

24 IT IS SO ORDERED

25 *June 8, 2016*

26   
27 A. James Robertson II  
28 Superior Court Judge

ZACKS, FREEDMAN & PATTERSON, PC  
235 MONTGOMERY STREET, SUITE 400  
SAN FRANCISCO, CALIFORNIA 94104

ELECTRONICALLY  
**FILED**  
Superior Court of California,  
County of San Francisco  
**10/28/2016**  
Clerk of the Court  
BY: CAROL BALISTRERI  
Deputy Clerk

Andrew M. Zacks (SBN 147794)  
Mark B. Chernev (SBN 264946)  
ZACKS, FREEDMAN & PATTERSON, PC  
235 Montgomery Street, Suite 400  
San Francisco, CA 94104  
Tel: 415.956.8100  
Fax: 415.288.9755

Attorneys for Plaintiffs  
Peter M. Owens  
Carolyn A. Radisch  
Stephen L. Owens

SUPERIOR COURT - STATE OF CALIFORNIA  
COUNTY OF SAN FRANCISCO - UNLIMITED CIVIL JURISDICTION

PETER M. OWENS, an individual,  
CAROLYN A. RADISCH, an individual,  
STEPHEN L. OWENS, an individual,  
Plaintiffs,

vs.

IRIS CANADA an individual, OLD  
REPUBLIC TITLE COMPANY, a California  
corporation, and DOES 1-10, inclusive,

Defendants.

Case No.: CGC-14-543437

DECLARATION OF PETER M. OWENS  
IN SUPPORT OF PLAINTIFFS'  
MEMORANDUM OF POINTS AND  
AUTHORITY IN SUPPORT OF SETTING  
BOND AMOUNT FOR STAY PENDING  
APPEAL AND OPPOSITION TO STAY  
PENDING APPEAL

Date: November 1, 2016  
Time: 2:00 p.m.  
Dept.: 502  
Judge: Hon. James A. Robertson, II

I, Peter M. Owens, declare as follows:

1. I have personal knowledge of the following facts discussed below and would  
testify truthfully thereto if called to do so.

2. My wife, brother and I bought the six unit building located at 668-678 Page  
Street, San Francisco, California in August 2002. In September 2002 we noticed the four  
occupied units of our intent to remove the building from rental use under the Ellis Act as of

1 January 2003. Following all proper noticing and procedures, three of the tenants moved out of  
2 the building in late 2002 / early 2003. During this time I lived on the property with my brother  
3 Christopher and renovated and sold five of the six units as TIC units by late 2003.

4 3. The remaining unit, first floor unit 670, had been occupied by then 86-year old  
5 Iris Canada since November 1, 1965. As her neighbors, we got to know Iris Canada well and  
6 decided we wanted to find a way to keep her in her longtime home. However, under Ellis Act  
7 removal rules, she was not allowed to remain as a renter. After a yearlong discussion with  
8 attorneys of alternatives to renting that would not jeopardize our long-term interests, we settled  
9 on the concept of a "life estate" in early 2004. We agreed to finance her purchase of a life  
10 interest in her unit so long as she *"permanently resides as the sole and only occupant"*  
11 (attached as Exhibit A). She would cease to be a tenant paying rent, and instead become an  
12 owner of a recorded property interest repaying a zero interest \$250,000 loan in increments of  
13 \$700 / month. The balance of the loan is forgiven at the time of her death. As explained in a  
14 January 31, 2015 email exchange with her attorney, \$700 / month obligated us to indefinitely  
15 subsidize more than 50% of her home's \$1,500 / month carrying cost for as long as she lived  
16 there. It also testifies to our explicit concern for Iris Canada's welfare—to *"make sure this will*  
17 *work for Iris"* and that *"we care about her well-being"* (attached as Exhibit B).  
18  
19  
20

21 4. By design, the life estate benefited Iris Canada, and Iris Canada alone, so long  
22 as she actually lived there, independently and on her own. Iris Canada understood this  
23 condition and freely agreed to it while represented by excellent counsel. In a January 26, 2005  
24 email between from her attorney, Steve Collier and our attorney Denise Leadbetter (attached as  
25 Exhibit C), attorney Collier reports *"I have reviewed the life estate documents and discussed*  
26 *them with my client."* His outlines his three remaining concerns: payment amount, loan terms,  
27  
28

1 and property taxes. There is no expressed concern what-so-ever about the independent living  
2 clause ("*permanently residing as the sole and only occupant*") or about any desire to purchase  
3 the unit. To the contrary, he notes Iris Canada has no assets and a very limited, fixed income.  
4 He is primarily concerned that her estate does not incur any debt or expense that she would be  
5 unable to pay.  
6

7 5. The independent living clause was critical to protecting us against a family  
8 member or other persons unknown to us attempting to claim rights to the unit that were not  
9 theirs to claim. In a second January 31, 2005 email to attorney Leadbetter, I discuss the  
10 significance of the clause "*as long as she permanently resides as the sole and only occupant*"  
11 (attached as Exhibit D). I go on to say "*while this protects us from someone moving in, it*  
12 *doesn't really address the problem of what happens if she reaches the point where she can*  
13 *longer no longer take care of herself.*" After discussing several options, I wonder to what  
14 extent "*a few distant nieces in the East Bay*" would be willing or able to help if she needed it.  
15

16 6. It is critical to understand that the media headlines about the alleged  
17 displacement of a 100-year-old widow does not change the fact that there is clear agreement  
18 among the parties that Iris Canada is no longer able to live independently at 670 Page Street (or  
19 anywhere else for that matter)—that she is no longer able to meet the requirement to  
20 "*permanently reside as the sole and only occupant.*" She has simply reached an age where  
21 that is no longer possible.  
22

23 7 As early as 2006, written communications show Iris Canada becoming slowly  
24 less able to live on her own. In a February 15, 2006 email, social worker Sara Madigan of the  
25 Community Health Resource Center reports that while Iris Canada is a pretty functional and  
26 independent 90-year-old, she is experiencing some social withdrawal and minor memory  
27  
28

1 issues. She also reports some clutter and hazards in the apartment but Iris said "*her nieces'*  
2 *haven't had time to help her*" (attached as Exhibit E). By January 26, 2009, a letter from Larry  
3 Henderson of Adult Protective Services shows that her situation has declined considerably. He  
4 reports seven documented incidents of the gas being left on or smoke filling the apartment. He  
5 also reports that Iris' niece (also named Iris) "*was supposed to be working on the issue but I*  
6 *have not heard back from her in some time now*" (attached as Exhibit F).

8 8. By the summer of 2012, the situation had gotten so bad that apartment had  
9 become infested with rodents and pests (see full description on page 8 of my October 1, 2015  
10 declaration) and her grand niece, Iris Merriouns, was forced to move her out to live with her in  
11 Oakland. In Iris Merriouns own sworn deposition on October 7, 2015, (answering questions  
12 posed by attorney Mark Chernev) she corroborates that her aunt is simply no longer able to  
13 stay overnight by herself—especially at the Page Street apartment.

15 Q. So when you stay in 9969 Empire Road, your aunt is with you?

16 A. Typically she's with me, and if she has an appointment, she's over here and in  
17 San Francisco, depending on who has the time.

17 Q. Can she stay by herself?

18 A. I don't trust her to stay by herself, especially at the Page Street address  
19 (attached as Exhibit G, Page 32, Lines 15-22)

20 Iris Merriouns again corroborates the inability of her aunt to live on her own under the terms of  
21 the life estate in an April 28, 2016 radio interview on KGO's Brian Copeland Show (the full  
22 audio recording at <https://audioboom.com/posts/4497961-april-28-2016-3pm>). At minute 12:53  
23 of the audio file she suggests her aunt cannot live under the terms of the life estate because "*it*  
24 *is not consistent with a person aging.*" At minute 35:56 of the audio file she goes on to  
25 confirm that the life estate does not work for her aunt and wants the conditions changed "*they*  
26 *(the life estate conditions) have to be (changed).*" While a detailed chronology of the  
27 unoccupied status of 670 Page Street from July 2012 to March 2016 is contained within the  
28

1 transcript, the unavoidable conclusion of Iris Merriouns' own testimony is that since 2012 her  
2 aunt has not be able to abide by the condition that she "*permanently reside as the sole and only*  
3 *occupant*" and therefore has been in violation of the life estate for at least four years.

4 9. As a condition to our fellow TIC owners granting permission to have a life  
5 estate interest granted to Iris Canada, we agreed to take full responsibility to ensure Iris Canada  
6 abided by the terms of her agreement. Their permission was needed because TIC buildings are  
7 jointly titled with all owners on the same deed. Thus, in conjunction with granting the life  
8 estate in June 2005, the TIC group executed the 4th Amendment to our TIC Agreement  
9 (attached as Exhibit H). The amendment states that if Iris Canada violates the terms of her  
10 agreement, Carolyn, Stephen and I, the unit's owners, are compelled to "*take all necessary*  
11 *action to revoke Iris Canada's Life Estate and remove Iris Canada.*"

12 10. For more than two years, we have gone to extraordinary lengths and expense to  
13 give Iris Canada every opportunity restore her life estate and even expand it to better suit her  
14 needs. All we have asked in return is her simple cooperation with a condominium conversion  
15 application that her own lawyers and a judge have assured her would have zero impact on her  
16 rights. However, at the insistence of Iris Merriouns, she has consistently refused for reasons  
17 unknown to us until late July 2016 when Merriouns, through her attorney, demanded the forced  
18 sale of the property as a condition of her aunt's cooperation. These efforts are summarized in  
19 my August 24, 2016 "Final Appeal" letter to Iris Merriouns (attached as Exhibit I).

20 11. Whatever hardship exists is entirely of her own making. She has been in  
21 violation of the life estate for over four years. Whether or not she is granted a stay pending  
22 appeal will not change her situation. She is unable to live on her own at Page Street now. She  
23 will continue to not be able to live on her own at Page Street going forward—with or without  
24  
25  
26  
27  
28

ZACKS, FREEDMAN & PATTERSON, PC  
235 MONTGOMERY STREET, SUITE 400  
SAN FRANCISCO, CALIFORNIA 94104

1 the stay. Nothing changes for her. There is no hardship. Iris Canada is completely free to  
2 continue to not live as the sole and only occupant of 670 Page. While she may complain about  
3 losing a sense of home and memory, there is absolutely nothing in our agreement that obligates  
4 us to forfeit our own use and enjoyment of our property so she can to store her photographs,  
5 furniture and memories and occasionally visit them from her primary residence in Oakland.  
6 Furthermore, any claim of hardship is entirely of her own making. She has always had the  
7 power to cure the violation and restore her rights. Against the advice of her own attorney's in  
8 open court she has consistently refused to act to restore her life estate. She has done so at her  
9 own peril. Unlike Iris Canada, we are not free to act to restore her life estate. She is in  
10 violation. We are compelled to remove her.  
11

12 12. The delayed recovery, continued stays, and tactics and blatantly false  
13 allegations and strategy employed by Iris Canada, and to a greater extent her niece, have  
14 created an enormous financial and emotions hardship for us that continues seemingly  
15 indefinitely. These hardships are material and substantive.  
16

17 13. After six frustrating months (including over our 2014 family vacation) of having  
18 our requests to contact Iris Canada to discuss the unoccupied and disheveled state of the  
19

20 property blocked at every turn by her niece Iris Merriouns, we were compelled by binding  
21 agreement to revoke the life estate and remove Iris Canada. The stress of have to take legal  
22 action against someone you care about without even being able to discuss it with them took an  
23 enormous toll on me. It was especially stressful because the remedy was so incredibly  
24 simple—a signature that would have no impact on her whatsoever. The stress was further  
25 compounded by my professional role as the director of the city office with responsibility of  
26 protecting our most vulnerable citizens. But I was 3,000 miles away and had been cut off from  
27  
28

1 all contact for over two years. On December 14, 2014 I sent one last letter on to Iris Canada by  
2 certified mail (it was signed for and received by both Iris, Canada and Iris Merriouns) pleading  
3 with her to contact me before I was forced to act (attached as Exhibit I-a).

4 *"I am also afraid my efforts to reach you have been strassful on little Iris. Please*  
5 *apologize to her for me. My only intent has been, and remains, to talk to you about*  
6 *signing the application. But even after three months of trying to communicate thru*  
7 *attorneys, we have failed to make any headway. Because I have not heard from you, my*  
8 *attorney has advised me we have no option left but to file a lawsuit in court. Given our*  
9 *history, this makes me very sad. I remain only a phone call away. I would even be*  
10 *willing to fly out to San Francisco to sit down with you if that would make it easier for*  
11 *you to answer my questions."*

12 But again, nothing but silence in return. I was left with no choice but to initiate legal action.

13 14. That was only the beginning of a two-year nightmare. Iris Merriouns willfully  
14 and knowingly deployed every delay and diversionary trick in the book to drag out proceedings  
15 and force us to incur enormous legal expenses—summarized in attached Exhibit J. By the  
16 spring we had drained our savings and had to refinance the equity in our home to keep up with  
17 expenses. Within few more months we started to compile legal bills that we had no way to pay  
18 and on top of that were facing the additional expense of our eldest child starting college in the  
19 fall. By the end of 2015 our legal bills were in excess of \$100,000—all due to the bad faith of  
20 Iris Merriouns and my failure to secure a simple signature.

21 15. But that is just the opening act of our hardship. More bad faith legal tactics and  
22 changes in attorneys caused further delay and pushed the trial date from December to January  
23 to February to March. The trial finally took place on March 21 and 22. Iris Canada and Iris  
24 Merriouns didn't appear and we were awarded full possession of the unit. Whatever relief we  
25 felt was short-lived. Because she knew she had no chance in a court of law where testimony is  
26 taken under oath and perjury is a felony offense, Iris Merriouns instead choose to litigate her  
27 case in the court of public opinion. After she prevented my attorney access to view the unit  
28

ZACKS, FREDMAN & PATTERSON, PC  
235 MONTGOMERY STREET, SUITE 400  
SAN FRANCISCO, CALIFORNIA 94104

1 both in violation of the rules of discovery and *two* separate court orders commanding her to  
2 permit access for months before the trial, days before the first scheduled trial date (which she  
3 eventually filed a Federal Removal specifically to prevent), she cleaned up the apartment,  
4 staged her aunt to look like she had been living there all along and invited the television  
5 cameras to film the alleged travesty of a 99-year-old-widow being thrown out of her long time  
6 home (see summary of activity on page 15, line 13). It was a very convincing story and quickly  
7 spread as a national news story (attached as Exhibit K). We were vilified across the internet.

9 16. The impact of the publicity on our lives was both fierce and swift. We were  
10 completely caught off guard. Goaded on by housing activists, the local media in Vermont  
11 picked it up story. And while the truth was on our side, it was nearly impossible to counter the  
12 powerful but fraudulent story of a 99-year-old widow being evicted. Within 48 hours of the  
13 protests and news stories, I realized I had no choice to but resign from my job as Director of  
14 Community and Economic Development. No matter what the facts were, the association of my  
15 name with such a horrible story was damaging to both the Mayor and my department (attached  
16 as Exhibit L). The loss of my job has cut our family income in half as well as losing our health  
17 benefits. My professional reputation has been severely harmed. This had both an immediate  
18

19  
20 and severe impact on my ability to support my family. Until the matter is finally settled in  
21 court, the stigma of my association with this unresolved case will continue to create an  
22 enormous hardship to prospects of future employment. Any further delay in the case only adds  
23 to our double jeopardy hardship—mounting legal debt and loss of income.  
24

25 17. Adding insult to injury has been the shameless slandering and harassment of my  
26 wife and I by Bay Area housing advocates who couldn't resist making headlines at any cost to  
27 promote the very real problem of vulnerable seniors being displaced in San Francisco by  
28

1 unfairly scapegoating us while ignoring the real story—Iris Merriouns' real estate grab.  
2 Inflammatory social media posts with language and our phone and email addresses resulted in  
3 many hundreds of angry and indignant emails and phone calls (attached as Exhibits M & N).  
4 As the case has dragged out over the summer and fall with stay after stay, activists have  
5 continue to launch personal attacks on us based on lies and misinformation. Any additional  
6 stays will only expose my family and I to further hardship and insult.  
7

8 18. My neighbors on Page Street have also suffered extreme stress, harassment,  
9 economic hardship and disruption of their home life by the actions of Iris Merriouns and the  
10 activists. As they have noted in their declarations, they have been victimized by unjust  
11 harassment and regular protests—people chanting in the street, defacing their property,  
12 screaming in their faces and disrupting their lives (attached as Exhibit O). Not surprisingly, the  
13 protests and media events are some of the only times that Iris Canada has come to the property  
14 over the past five months. After the media leaves, Iris Canada and her family get back in Iris  
15 Merriouns' car and drive back to Oakland. Ironically, my neighbors are all folks who cared for  
16 and looked after Iris Canada for the many years she was lived among them. All they have  
17 asked is that Iris Canada uphold her agreements and do them no harm.  
18

19 19. Iris Merriouns herself has personally attacked and harassed me for over two  
20 years. She has accused me of forgery, fraud, theft, breaking and entering, lying, elder abuse  
21 and cruelty. She filed a criminal complaint against me in May 2015 (a full year after the  
22 alleged incident) that forced me to hire a criminal defense attorney and incur added expense.  
23 The charges were all baseless and nothing ever came of them. She further accused me of  
24 "slavery" and "putting a rope around her aunt's neck" in the San Francisco Chronicle (attached  
25 as Exhibit P). Despite these affronts, I have always strived to work in good faith and remain  
26  
27  
28

ZACKS, FREEDMAN & PATTERSON, PC  
235 MONTGOMERY STREET, SUITE 400  
SAN FRANCISCO, CALIFORNIA 94104

1 respectful and understanding in the face of her continual bad faith and scheming. I believe my  
2 long record of reasoned communication with her reflects this. However, enduring such  
3 assaults has been emotionally stressful and damaging. I have lost a lot of sleep and suffered  
4 great hardship. Any additional stays will only enable her to continue her campaign of  
5 intimidation and bullying in pursuit of property rights that are not hers to take.  
6

7 20. Finally, the dragging out of court proceedings since the March Judgment is  
8 exacting a mounting emotional and financial toll on my family and myself. Over the past six  
9 months I have worked nearly full time trying to bring this conflict to resolution. I have made  
10 several good faith trips to San Francisco to attempt to negotiate a settlement. I have spent  
11 hundreds of hours pleading a path of reason and resolution to community leaders, clergy,  
12 elected officials, activists, the media and virtually anyone else who will listen. My attorneys  
13 have spent the better part of three months attempting to negotiate settlement and another two  
14 months attempting to execute the writ of possession in the face of stay after stay. In 2016, we  
15 have incurred additional legal debt well in excess of \$100,000 bringing our total costs close to  
16 \$250,000. Given a simple remedy has been available to Iris Canada all along that is simply  
17 insane. Without a job, I am planning to move to San Francisco to renovate our property with  
18

19  
20 sweat equity as soon as we have possession of the unit. Given her age and circumstance, there  
21 is no reasonable possibility that Iris Canada could ever again meet the life estate condition of  
22 "*permanently residing as the sole and only occupant of the premises*" even if all her appeals  
23 were upheld. In light of this, it is simply not fair to continue to deny us the economic use of  
24 our property that was awarded to us in March in the face of our extreme economic hardship.  
25 Any additional stays will only further increase the burden of our already massive hardship.  
26  
27  
28

1           21.     The two years of correspondence that follows demonstrates beyond any  
2 reasonable doubt that Iris Canada moved out of her unit in July of 2012, has been in continuous  
3 violation of the life estate ever since. There is simply no getting around that fact, and the  
4 allegations now regarding a forced sale still do not dispute this evidence. The email record and  
5 chronology clearly shows she was not away on vacation or temporarily in the hospital; up until  
6 March 2016, she was simply not there. This fact is further corroborated by the declarations of a  
7 number of people who lived in the building for the past four years submitted separately.  
8

9           22.     July 12, 2012 email conversation between myself and Michel Bechirian  
10 discussing our alarm and concern over the disappearance of Iris Canada with mail piling up at  
11 her door (attached as Exhibit Q).  
12

13           23.     September 23, 2012 email to Iris Merriouns recounting our recent conversation  
14 where she reported that Iris Canada had been "temporarily" moved out and was living with  
15 family while a rodent and pest infestation was cleaned up (attached as Exhibit R).  
16

17           24.     August 17, 2013 a frustrated email to Iris Merriouns asking for a status report  
18 on Iris Canada who had now been gone from the apartment for over a year and is four months  
19 behind in loan payments. I had not heard a word from either Iris since the previous September  
20 (attached as Exhibit S).  
21

22           25.     September 3, 2013 email chain from Iris Merriouns reporting back that  
23 payments had been delayed as she had been sick and out of the country for three months. She  
24 does not respond to my clear request on when or if Iris Canada would return to the unit  
25 (attached as Exhibit T).  
26

27           26.     December 3, 2013 email chain with Chris Beahn (who resides above Unit 670)  
28 and Iris Merriouns concerning the need to gain entry to unit to install a carbon monoxide

1 detector in the unoccupied unit (attached as Exhibit U). She promises to do it on the weekend.  
2 At this point, to the best of my knowledge, Iris Canada has not set foot in the apartment for a  
3 year and a half and she had still offered no response to my request for an update on the status  
4 of Iris Canada.

5 27. March 17, 2014 email chain with Michel Bechirian (long time neighbor) and  
6 Iris Merriouns concerning access to the unit (now unoccupied by Iris Canada for 21 months)  
7 for a site survey on April 20th. Although Iris Merriouns promised to show up, she was a no  
8 show and Michel used the emergency key to gain access to the unoccupied unit (attached as  
9 Exhibit V).  
10

11 28. June 26, 2014 email to Iris Merriouns summarizes my face to face meeting in  
12 Oakland with her and Iris Canada in late May immediately following my inspection of the unit  
13 at 670 Page Street (attached as Exhibit W). During that inspection, I directly observed an  
14 apartment that had been unoccupied for a very long time. All the water in the toilet bowl had  
15 evaporated, the kitchen calendar showed July 2012, and the apartment was in complete  
16 disarray with rodent traps everywhere and the rear door being blocked by piles of putrid urine  
17 soaked carpeting and debris. During our meeting Merriouns asked me not to discuss the state  
18  
19

20 of the apartment with her aunt because *"it would upset her."* Merriouns also confirmed Iris  
21 Canada was living with her in Oakland and going to an Oakland Senior Center while she was  
22 at work. She also told me Iris Canada could not be left alone and that was very stressful for  
23 her. In the follow up email, I ask for her Oakland address so I can send her a card. I advise her  
24 that work needs to be done on the unit, that we assume she still wishes to retain her rights, and the  
25 prospective sub-division of the building as condominiums required Iris to sign paperwork that  
26 would have no impact on her life estate rights. She never responded.  
27  
28

1           19.     September 14, 2014 email to Iris Merriouns summarizing three months of  
2 efforts to reach Iris Canada and describing my frustration at her complete unresponsiveness  
3 (attached as Exhibit X). *"As you know, I have been unsuccessful in my attempts to contact*  
4 *your great Aunt Iris Canada thru you since mid June. A full transcript of those efforts are*  
5 *included below. As I explained in numerous emails, texts, and voicemails, I need to speak with*  
6 *Iris about: 1) executing some paperwork; 2) the code work being done at 670 Page; and 3) the*  
7 *status of her Life Estate. Due to the lack of response, I have handed the matter over to our*  
8 *attorney (Andrew Zacks)."* Again, there was no written response but she did call me to  
9 complain about the removal of debris that had been blocking the back egress door in late May  
10 per the instructions of the San Francisco Department of Building Inspection inspector and  
11 reiterated in his final inspection report. It was clear she had not even set foot on the property  
12 since late May despite my face to face report on the state of disarray in the apartment. It had  
13 now been 26 months since the unit was occupied by Iris Canada.

14           20.     September 17, 2014 email to Iris Merriouns following up on phone conversation  
15 (attached as Exhibit Y). She called in response to a communication from attorney Zacks  
16 requesting 1) she contact him concerning the condominium conversion process, confirming 2)  
17 Iris Canada's assistance would have no impact on her rights and informing her 3) that if she did  
18 not choose to respond, we would be forced to invoke our rights under the life estate. I confirm  
19 in my email there would be no need for further involvement of attorneys if she cooperated.

20           21.     September 21, 2014, follow up email to Iris Merriouns in which I notified her  
21 that due to her lack of response, I was referring the matter back to our attorney (attached as  
22 Exhibit Z). I once again requested contact information for Iris Canada. Again no response.  
23  
24  
25  
26  
27  
28

1           22.     October 1, 2014 email from Michel Bechirian on behalf of the TIC group  
2 advising me that if cooperation was not secured soon, the TIC group would compel me to  
3 "*take all necessary action to revoke Iris Canada's Life Estate and remove Iris Canada*" as we  
4 are obligated to do by the Fourth Amendment to our TIC Agreement if Iris Canada violates the  
5 life estate agreement (attached as Exhibit AA). It was now clear she had been in violation of  
6 the life estate for more than two years by her failure to permanently reside as the sole and only  
7 occupant.

9           23.     October 14, 2014 email from Geoff Pierce (common wall neighbor to 670 Page)  
10 reporting Iris Canada in the building for the first time in more than two years. "*Iris is in the*  
11 *building. I REPEAT, Iris is in the building.*" In a follow-up email that evening, he recounts his  
12 strange conversation with Iris Merriouns ("*young Iris*") and wonders why she is "*bringing Iris*  
13 *all the way over (from Oakland) to do a dog and pony show*" (attached as Exhibit BB).

15           24.     November 15, 2014 email from Geoff Pierce with photo of Iris Canada's front  
16 door with a week of unclaimed UPS delivery notices. From October forward, the building  
17 occupants are paying particular attention to when either Iris is seen on the property. He reports  
18 the niece came alone for a short time with another woman (attached as Exhibit CC).

20           25.     December 19, 2014 email from Michel Bechirian reporting both Irises arriving  
21 at the building at 9:30 pm. Alex Apke (another longtime neighbor) reports them both leaving  
22 30 minutes later (attached as Exhibit DD). This the second time Iris Canada has been on the  
23 property for a short time that fall. The unit has now been unoccupied for a full two and half  
24 years.

26           26.     May 8, 2015 email from Geoff Pierce reporting the arrival of both Irises at the  
27 building for 2.5 hours and the arrival of the process server (attached as Exhibit EE). Since  
28

1 December, Iris Merriouns had been playing a cat and mouse game with our attorney Mark  
2 Chernev to cause delay, pile up our legal expenses, and avoid being served legal papers.

3 27. October 7, 2015 email to Mark Chernev forwarding report of both Irises staying  
4 overnight in the unit on the night of October 6<sup>th</sup> in advance of Iris Merriouns October 7<sup>th</sup>  
5 deposition (attached as Exhibit FF). The email chain also reports the retrieval of legal notices  
6 that had been piling up at the door since August 20<sup>th</sup>. To the best of my knowledge, this is the  
7 first time Iris Canada had stayed overnight in the unit in 39 months—over three years—and  
8 only the fourth time she had been on the premises in that period. She has never been there by  
9 herself. She is clearly not permanently residing as the sole and only occupant.

10 28. November 22, 2015 email from Geoff Pierce to Mark Chernev reporting both  
11 Iris Canada and Iris Merriouns in the building that evening with a cleaning crew (attached as  
12 Exhibit GG).

13 29. March 4, 2016 email exchange with Geoff Pierce, Alex Apke, and Mark  
14 Chernev in which Alex reports seeing both Irises carrying bags and suitcases into the building  
15 several times in the last 2-3 weeks. Geoff reports hearing "*more activity in there than I have*  
16 *ever heard in the past 5 years.*" I worry that they are staging the apartment to make it appear  
17 as though Iris Canada is living there just before the trial date (attached as Exhibit HH). Mark  
18 responds that because of the defendant's refusal over 15 months to allow inspection to  
19 evidence that Iris Canada had been living there resulted in discovery sanctions that should  
20 prevent any kind of evidentiary bait and switch in the court room. Previously referenced  
21 Exhibit J provides a full accounting of all the delay tactics and bad faith employed by Iris  
22 Merriouns over a year and a quarter of legal proceedings.  
23  
24  
25  
26  
27  
28

1           30.     March 9 & 10, 2016 emails from Alex Apke and Geoff Pierce reporting an  
2 unknown person is now living in the unit for unknown reasons (attached as Exhibit II & JJ).  
3 They have seen him coming and going and include a photograph of a package addressed to him  
4 being to delivered to the unit. He is reported to have been staying with Iris Canada at the unit  
5 for several days.

6  
7           31.     March 14, 2016 email from Geoff Pierce reporting Comcast Truck installing  
8 cable service at 670 Page Street just days before the trial date (attached as Exhibit KK). All of  
9 this sudden flurry of activity after four year of nothing is clearly part of staging the apartment  
10 for the purposes of trying her case in the court of public opinion rather than a court of law  
11 where perjury is a felony.

12  
13           32.     The trial occurred on March 21-22. The court issued a Judgment in our favor  
14 terminating the Life Estate, foreclosing the Deed of Trust and awarding us full possession of  
15 670 Page Street (attached as Exhibit LL). It additionally granted our Motion for Summary  
16 Judgment (attached) finding that, based on the evidence presented, "*Defendant Iris Canada*  
17 *has failed to permanently reside at the premises as the sole and only occupant*" (attached as  
18 Exhibit NN). The verdict is entirely consistent with record evidenced by the nearly four years  
19 (from 2012 to 2016) of emails and communications described above.

20  
21           33.     From April thru the end of August—five months—we bent over backwards  
22 again and again to restore the life estate and bring the matter to mutually agreeable conclusion.  
23 Our efforts were blocked at every turn by the bad faith actions of Iris Merriouns.

24  
25           34.     In mid-April, in response to the defendant's Motion for Relief of Forfeiture, in  
26 advance of the ruling we offered the defendant full relief in exchange for cooperation on the  
27  
28

1 condominium conversion. In the courtroom, against the advice of both of her attorneys, Iris  
2 Merriouns pressured Iris Canada to refuse.

3 35. On April 27, 2016, the court, determining that the violation was *not* "grossly  
4 negligent, willful or fraudulent" granted to the defendant's Motion for Relief of Forfeiture  
5 (attached) subject to the Defendant compensating our legal fees and complying with the life  
6 estate terms (attached as Exhibit MM). Again we offered to waive the ordered legal fees in  
7 exchange for cooperation on the condominium conversion (attached as Exhibit OO). Again,  
8 against the advice of both of her attorneys, Iris Merriouns pressured Iris Canada to refuse.  
9

10 36. After listening to a radio interview with Iris Merriouns on the Brian Copeland  
11 show, I optimistically concluded that the whole conflict MAY have been rooted in a basic  
12 misunderstanding of the life estate by Iris Merriouns. On May 28, 2016 I took the initiative to  
13 write to Iris Merriouns and request a meeting (attached as Exhibit PP). I travelled to the west  
14 coast to meet with Iris Canada, Iris Merriouns and her father in early June for over two hours to  
15 better understand their concerns. Based on that conversation and a second conversation with  
16 Iris Merriouns two days later from the airport, it was my belief we would be able to reach a  
17 settlement.  
18

19 37. Despite the arrival of a new attorney (now the defendant's 10<sup>th</sup> attorney),  
20 Dennis Zaragoza, I continued to encounter more non-responsiveness to my emails and phone  
21 calls. Finally, on June 30, 2016 I sent a letter directly to Iris Canada outlining settlement terms  
22 that I understood to address every possible issue they had raised with the goal of settling prior  
23 to Iris Canada's 100<sup>th</sup> birthday on July 13<sup>th</sup> (attached as Exhibit QQ). Despite promising  
24 otherwise, Iris Merriouns refused to let me visit with her aunt after travelling across the  
25  
26  
27  
28

1 country to wish her a happy birthday. However, I retained some slim hope that settlement  
2 discussions might still be successful.

3 38. Over the course of many communications between attorney's in the month of  
4 July, we agreed to several other requests including setting aside the judgment and offering Iris  
5 Canada the right of first refusal. However, in late July it became apparent that the defendant  
6 had a new condition—she was going to insist on a forced sale at a deeply discounted price  
7 despite having been told in our face to face meeting in June that was not acceptable us. Mark  
8 Chernev replied as such in his August 4, 2016 letter (attached as Exhibit RR).

9 39. On August 8, 2016 Iris Merriouns violated our good faith agreement to refrain  
10 from any further legal action during settlement discussions by filing a notice of appeal  
11 contesting the legal fees that we had already offered to waive for the past three months. This  
12 was a huge disappointment. On August 9, 2016 I wrote back to her to express my dismay at  
13 her action and my understanding that she was no longer interested in settling (attached as  
14 Exhibit SS)

15 40. On August 10, 2016 the court granted our motion finding non-compliance with  
16 condition of relief and compelling execution of writ of possession "*promptly and without*  
17 *delay*" (attached as Exhibit TT)

18 41. Despite this ruling in our favor, we delayed serving the sheriff until the end of  
19 the month in order to give the defendant every possible chance to drop her demand for a forced  
20 sale of our property. On August 24, 2016, I sent out a "*Final Appeal for Iris Canada*" to Iris  
21 Merriouns and cc'd anyone and everyone I could think of in the Bay Area that might be able to  
22 exercise some influence over this matter including the Bishop of her church, her family,  
23 housing activists, the media, the District Attorney, the Mayor and the Board of Supervisors  
24  
25  
26  
27  
28

1 (attached and previously referenced as Exhibit I on page 5). Despite multiple follow up  
2 communications with Iris Merriouns between attorney Chernev and attorney Zaragoza, she  
3 refused to withdraw her forced sale demand and we proceeded with re-possession of the  
4 unoccupied unit as promised in my letter in early September.

5  
6 42. Despite the benefit of nearly two months of additional time in September and  
7 October due to multiple court granted stays, the defendant has still declined to bring forward a  
8 settlement offer without a forced sale demand.

9  
10 43. On September 18, 2016 I sent a certified letter to Iris Canada at 670 Page Street  
11 in San Francisco telling her that *for more than two years I literally done everything within my*  
12 *power to get you back home* and how badly I felt that the actions of her niece had denied her  
13 the chance to return home and created needless stress in her golden years (attached as Exhibit  
14 UU). The US Postal Service letter reported on October 21, 2016 that the letter had been  
15 returned after 21 days as undeliverable due to no recipient at the address and expiration of  
16 holding period (attached as Exhibit VV)—a final testament to Iris Canada's continued failure  
17 to permanently reside at the sole and only occupant at 670 Page Street.

18  
19 44 Finally, my declaration addresses allegations that 1) the life estate was a ruse to  
20 avoid future disqualification from condominium conversion and 2) that Iris Canada was  
21 unfairly denied the opportunity to purchase her unit outright.

22  
23 45. The allegation that we opted for the life estate to avoid a disqualification on a  
24 future application for condominium conversion is a complete fabrication and would have been  
25 impossible because the legislation restricting condominium conversion of buildings with  
26 certain evictions was still more than three years in the future. In early 2003 all tenants except  
27 Iris Canada moved out due to termination of their tenancy under the Ellis Act. Because our  
28

1 desire was to avoid displacing Iris Canada if at all possible, we voluntarily granted her an  
2 extension and spent a year and a half to drafting, revising and executing the life estate with her  
3 attorney, Stephen Collier of the Tenderloin Housing Clinic.

4 46. In a January 26, 2005 email attorney Collier reports *"I have reviewed the life*  
5 *estate documents and discussed them with my client"* and identifies three remaining concerns:  
6 1) monthly payment amount, 2) loan repayment terms, and 3) property taxes—none are related  
7 to condominium conversion (attached as previously referenced Exhibit C on page 3). In my  
8 January 31, 2005 email to our attorney Denise Leadbetter, I summarize our good faith intent to  
9 protect the welfare of Iris Canada. *"It has always been our interest to make sure this will work*  
10 *for Iris. We realize that she doesn't have any financial reserves or much in the way the way of*  
11 *family to fall back on. We have gone to great lengths to work out a resolution that allows her*  
12 *to stay in her home on very reasonable terms for the rest of her life. And lastly, we are fond of*  
13 *Iris. We care about her well-being. I visit her whenever I am in San Francisco. I check up on*  
14 *her regularly with the help of our TIC partners who live in the building. And we will continue*  
15 *to do that"* (attached as previously referenced Exhibit B on page 2). As previously referenced  
16 on page 9, Iris Merriouns, has publically characterized our efforts on her aunt's behalf as  
17 equivalent to "slavery" and *"putting a rope around her neck."*  
18  
19

20  
21 47. The life estate was initially conceived in late 2003 executed and executed on  
22 June 15, 2005. It was granted nearly a full year before adoption of the so-called "Peskin" law  
23 *"amending the Subdivision Code to add Section 1396.2 to prohibit condominium conversion*  
24 *for a building where specified evictions occurred"* that created the retroactive May 1, 2005  
25 date for eviction notices (no fault) for two or more tenants or one or more senior/disabled  
26 tenants (attached as Exhibit WW). The amendment was introduced on April 4, 2006 and was  
27  
28

1 adopted on May 22, 2006. Furthermore, the parties had agreed to the life estate in concept in  
2 early 2004—well over two years ahead of the legislation. Finally, all four tenants had been  
3 served eviction notices on September 4, 2002 and three had moved out. Because two or more  
4 tenants had been already evicted, whether or not Iris Canada was also evicted would have had  
5 no bearing on any prospective disqualification of the building from conversion per Section  
6 1396.2 of the Subdivision Code. The allegation is fully invented and without merit.  
7

8 48. A second allegation that we unfairly denied the right of Iris Canada to purchase  
9 her unit is also total fabrication, without merit or basis, and offered solely to advance Iris  
10 Merriouns' goal to force a sale of the unit for her personal gain and profit. First, there never  
11 has been a "right to purchase" associated with Ellis Act removals or sale of TIC units. None of  
12 the existing tenants in 2002 had the right to purchase including Iris Canada. Secondly, the five  
13 TIC units were all publically advertised for sale including signs on the building. All the tenants  
14 were free to buy any of the TIC units. But no tenant (including Iris Canada, her family or her  
15 attorney over more than three years of discussions) ever expressed any interest in buying a TIC  
16 unit. Iris Canada's unit never came on the market because instead of evicting her and selling it,  
17 we voluntarily offered a life estate ownership interest, for the sole benefit of Iris Canada, while  
18 retaining our long term ownership of the unit after she passed. She gratefully accepted.  
19  
20

21 49. Thirdly, there was and remains today no imaginable scenario by which Iris  
22 Canada, who attorney Collier reports in his email to have no assets and a monthly income of  
23 \$1,181 / month, could ever buy the unit by herself. And why would she? She already has what  
24 elderly folks on a fixed income need—affordable and secure housing. For well over a decade,  
25 we have subsidized her ability to live in her large 2-bedroom apartment for \$700 / month—a  
26 tiny fraction of the monthly payment required to buy it outright—and more importantly  
27  
28

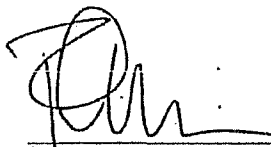
ZACKS, FREEDMAN & PATTERSON, PC  
235 MONTGOMERY STREET, SUITE 400  
SAN FRANCISCO, CALIFORNIA 94104

1 something she could realistically afford. Iris Canada would need someone else's money to buy  
2 the unit outright. The only possible beneficiary of a 100-year old woman buying the unit  
3 outright would be someone other than Iris Canada.

4 50. Finally, any purchase rights associated with condominium conversion are  
5 restricted to renters. Iris Canada is explicitly not a renter. As the attached Title Report shows,  
6 she owns a recorded Life Estate property interest with a recorded Deed of Trust and  
7 Promissory Note (attached as Exhibit XX). Our May 2014 application submitted without Iris  
8 Canada's signature because the unit was unoccupied was deemed incomplete by San Francisco  
9 DPW because we did not have the signatures of all the titled owners, specifically Iris Canada  
10 (attached as Exhibit YY). As a holder of a titled interest, she is not a renter and has no right to  
11 purchase. And even if she was a renter (she is not), the May 2014 application holds no  
12 obligation to sell to the unit to Iris Canada. The application showed the unit unoccupied. It was  
13 never signed by Iris Canada. The application was never accepted by DPW as complete due to  
14 the missing owner signature and the subsequent refusal of Iris Canada to grant it. DPW has  
15 since changed forms and the old one is defunct.

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

18 DATED: October 28, 2016

19   
20 PETER M. OWENS

21 **FAXED**

*The Owens Family  
7 Sargent Street  
Hanover, NH 03755*

June 30, 2016

Iris Canada  
670 Page St  
San Francisco, CA 94117

RE: Proposed Terms of Settlement Agreement

Dear Iris,

I hope this letter finds you well. It was so good to see you in early June. Meeting with you and your family gave me great insight into how we could have gotten so miserably far off track. I am glad we are back on track again. I saw us both on ABC 7 news yesterday. We both looked really tired. I heard you say "I'm cold and I want to go back inside." I am writing to you with a proposal to do just that—get you back in your home, safe and warm, where you belong.

This letter follows up on a conversation I had with your grandniece, Iris Merriouns, at SFO on June 9<sup>th</sup> as I was waiting for my flight home. I told her I wanted this to stop. I told her I did not want to see you needlessly troubled anymore. She assured me that you were not intentionally trying to harm the other folks in the building. She told me you just needed more time to better understand any impact that cooperating with the condo conversion would have on your Life Estate (ownership) rights. I told her I fully supported that request.

We agreed that we both had your welfare at heart. We agreed that both sides had suffered enough. We agreed we'd refrain from any further legal actions and instead work together in good faith to bring this matter to a conclusion that allowed you to return to safely and securely to your home and allowed the other folks in the building to get on with their lives.

To that end Carolyn, Stephen and I propose we agree to the following terms of settlement:

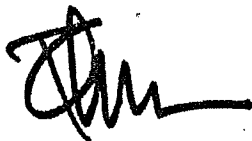
1. Peter, Carolyn and Stephen will forgive the \$169,466.<sup>23</sup> legal fees due to us per condition #1 of Court Order dated April 27, 2016 and the related Order dated June 8, 2016.
2. Peter, Carolyn and Stephen will accept arrears payments made to date as "payment in full" through May 2016 per condition #2 of Court Order dated April 27, 2016.

3. Peter, Carolyn and Stephen will offer to strike condition #5 of Court Order dated April 27, 2016 and replace it with a simple promise from Iris Canada and her family to keep us apprised by email if Iris needs to or expects to be away from her home for an extended period of time.
4. All of the rights and responsibilities contained in the entire Deed of Trust, the Grant of Life Estate, the Promissory Note, and the Order dated April 27, 2016 will remain in affect, except as set forth by terms 1, 2 and 3 above.
5. Iris Canada will make herself available and execute all required condo conversion documents for 668-678 Page Street.
6. Iris Canada will cooperate as required for any and all additional work related to the condo conversion process for 668-678 Page Street, which includes the code compliance work and executing the follow-up declarations which must be completed approximately one year from now.
7. Peter, Carolyn and Stephen will guarantee Iris Canada that she will have no financial obligations related the conversion process.
8. Peter, Carolyn and Stephen and the other building owners will guarantee that Iris Canada is not waiving any rights by signing the documents.
9. Peter, Carolyn and Stephen will work with Iris Canada and her family to make any reasonable accommodation to help Iris Canada age in place so long as it does not jeopardize their ownership rights following the Iris Canada's passing, however Iris Canada remains precluded from permitting any tenancies to be established at 670 Page Street.
10. Peter, Carolyn and Stephen, Iris Canada and the other building owners, will work in good faith to ensure a safe and peaceful environment at 668-678 Page Street for all residents, and especially for our elder Iris Canada.

We feel these terms generously reflect the concerns we have heard from all parties in recent discussions. Please let us know if these terms are acceptable by Friday July 8<sup>th</sup>. That will give the attorney's time to craft the final agreement in time for your 100<sup>th</sup> Birthday on July 13<sup>th</sup>.

Wouldn't that be a grand birthday present!

With warm regards,

A handwritten signature in black ink, appearing to read 'Peter Owens', with a stylized flourish at the end.

Peter Owens (for Carolyn Radisch and Stephen Owens)

Accepted and Agreed:

By: \_\_\_\_\_  
Iris Canada Date

August 9, 2016

RE: Filing of Legal Appeal

Dear Iris Merriouns:

I was deeply disappointed to learn last night that your attorney has filed a notice of appeal regarding Judge Robertson's most recent Order. As you well know, we had a working agreement that as long as we were in good faith settlement discussions, we would both refrain from filing any further court actions. I trusted you when you told me on June 9<sup>th</sup> that you'd work with me to get Iris Canada back in her home. I took you at your word when you told me you wanted to settle but simply needed time to understand the condo paperwork. You have now had over two months.

You have said many times Iris Canada was no longer able to live at 670 Page under the Life Estate terms. We have bent over backwards to understand your concerns and offered very generous terms that would allow Iris Canada to re-occupy 670 Page Street. We put these terms in writing on June 30<sup>th</sup> and again on July 18<sup>th</sup> in a slightly revised letter responding to your added concerns. We have offered:

- Waiving all attorney's fees
- Accepting arrears payments
- Waiving all conditions of judgment
- Waiving all court ordered sanctions and penalties
- Setting aside the judgment
- Rights for a live in caregiver
- Improvements to the unit
- Right of first refusal if unit is ever sold
- Guarantee of no liability or waiving of rights from cooperation
- Guarantee of no financial obligation from cooperation

In short we have offered all conditions necessary for Iris Canada to securely return to the place she considers home for the rest of her life. We have been waiting patiently for your attorney to send the settlement language for us to review. There is virtually nothing else we can offer Iris Canada.

Instead you have filed an appeal that extends the litigation, increases legal costs and is frankly pointless. We have already offered, numerous times over the last four months to waive the fees completely as part of a settlement. You have shown what many suspected all along—this has never been about Iris Canada's welfare, this is about taking advantage of your elderly aunt to advance your own interests.

We presume by your action that you are no longer interested in reaching a settlement to restore Iris Canada's home. Until I hear otherwise, I will assume that settlement discussions have failed.

I am deeply disappointed that now, after we have offered every assurance you have requested, and have done everything we can to see that Iris Canada enjoy the remainder of her years at 670 Page Street, you have instead chose to reject our efforts and instead seek to continue to litigate towards whatever ends we can only imagine.

-Peter Owens  
(for Carolyn Radisch and Stephen Owens)

The Owens-Radisch Family  
theothersideofthestory@gmail.com

August 24, 2016

Ms. Iris Merriouns, Chief of Staff  
Office of Vice Mayor Larry Reid  
Second Floor, Council District 7  
Oakland City Hall, 1 Frank Ogawa Plaza  
Oakland CA 94612  
ILMerriouns@oaklandnet.com

RE: Final Plea for 100-Year-Old Iris Canada

Dear Iris,

I am deeply disappointed you have terminated months of good faith settlement talks by delivering an ultimatum that demands we sell you our San Francisco apartment. I had honestly believed we shared the goal of restoring your great aunt, Iris Canada, to the place she calls home. This no longer appears to be the case.

Well over a decade ago, after purchasing the Page Street building, and long before you were known to me, we worked with Iris Canada's attorneys to come up with a way for your aunt, then age 86, to live the remainder of her life at Page Street because it was the right thing to do. Since the building could no longer have renters, we voluntarily granted her, free of charge, a record ownership interest (a conditional life estate) for the rest of her life for a fixed payment of \$700 / month—an amount far below our carrying costs. As you know, the life estate is an ownership interest in real property, which gave your aunt the right to live at and use the property during her lifetime, after which the life estate ends and ownership reverts back to our family. That's what the "life" in "life estate" means. The only significant condition was that she actually live there—permanently, as the sole and only occupant. That was to address our main concern that someone unknown to us could take advantage of her and our intent. Never in our wildest dreams did we imagine this concern would materialize. Our intention was always that the life estate benefit Iris Canada and Iris Canada alone. It was not created to benefit you.

As you—not Iris Canada—would be the obvious beneficiary of any forced sale, your ultimatum raises a serious question of intent. Your actions have not only placed a tremendous emotional and financial burden on my family, but also exposed your kind and elderly aunt to needless duress and worry by making her the face of your agenda. We simply cannot understand why you are placing your interests ahead of your aunt's and preventing us from restoring her life estate as swiftly as possible.

Your mistaken belief, and insistence, that your aunt has a fixed-price purchase option is completely without merit or basis. You may continue to insist otherwise, but there exists absolutely no obligation on our part, either by law, honor or promise, to ever sell you or your aunt the property. We granted her a conditional life estate after working with the Tenderloin Housing Clinic to achieve exactly what elders on fixed incomes need—secure and affordable housing. At no time during the lengthy life estate discussions did anyone, you included, ever express any interest in purchasing the property for the obvious reason that your aunt did not want to, nor did she have the financial resources to do so. Forcing a sale now is factually improper, entirely self-serving, and most importantly preventing restoration of the life estate at your aunt's expense.

As we both know, your aunt has not lived at 670 Page Street since 2012. She has been living with you in Oakland. As a result, her life estate has been terminated by law and she no longer has any rights or interest in the property. These factual findings made by the Superior Court are consistent with overwhelming evidence supporting she has not lived there for years. This evidence includes my personal observations, the sworn statements of her former neighbors, her cancelled meal delivery service in 2012, the virtually uninhabitable nature of the property, as well as your own sworn testimony that you have been overseeing her care at your home for almost four years.

Your recent efforts to stage the property, now after the fact, are disingenuous and completely at odds with your actions since December 2014. For the past year and a half, you and your aunt had numerous opportunities to address the merits of her occupancy. Not once during that entire period did you ever present any evidence supporting that your aunt was living at Page Street. Three separate times you failed to allow court ordered inspections of the property as "occupied," and you frustrated all efforts along the way to confirm where your aunt was living. Instead, you employed bad faith tactics such as bankruptcy filings, improper removals to Federal Court on multiple trial dates, and twice attempting to have criminal charges brought against me. Your actions have been in bad faith and done solely to increase costs, cause delay, intimidate, and most importantly, prevent any findings on the merits. The fact that you have been personally sanctioned over \$4,700 by the Superior Court further evidences the nature of your efforts.

Once your aunt's life estate was terminated in March, the Superior Court was willing to restore the life estate on the condition that she honor the violated life estate terms and reimburse our family for what we suffered as a result of your bad faith efforts. Those costs exceed \$160,000 and continue to grow. We never sought attorney's fees from your aunt; it was the Court who ordered these fees to be paid as a condition of her receiving the relief that *she* asked for.

We have never wanted your aunt's money, we have never wanted to revoke her life estate—we have only ever wanted her cooperation. As you are well aware, in 2014 the building became eligible to convert from tenancies-in-common (TIC) to condominium ownership. It is simply a change in the ownership structure of the 6 units. Iris Canada's cooperation was necessary because the life estate made her a temporary record owner, and not simply a tenant or occupant in the traditional sense. Cooperation would have

absolutely no impact on the life estate or your aunt's ability to live at Page Street for the rest of her life. Cooperation would help her neighbors—good people who she relied on and who looked after her for many years.

You have resisted all our efforts seeking cooperation and have seemingly hid not only our request from your aunt, but also the benign nature of the conversion as well. For example, in April when we were about to restore your aunt's life estate while court was in session, you openly advised your aunt to reject the advice of both her attorneys to restore her life estate by signing the conversion papers. Then, in early June, I watched your aunt read, *for the very first time*, my December 2014 letter pleading with her to contact me regarding her cooperation—a letter you willfully hid from her for 18 months.

Over the past four months, we have bent over backwards to restore your aunt's home, by offering to set aside the judgment, restore the life estate, waive all of the attorney's fees, the arrears, and the sanctions ordered, and make provisions for a full time caregiver—in short virtually everything you asked for. Our only request in return is that she cooperates with the conversion. You have refused.

Now, four months later, with no factual or legal basis, you have presented us with a new financial ultimatum: *either we agree sell your 100 year-old aunt the property at a windfall price or she will refuse to cooperate with the conversion*. Why Iris Canada, a 100-year-old woman, who just declared bankruptcy, who is on social security with virtually no assets, who can be fully restored of her life estate with a full time caregiver for \$700/month, would possibly want to purchase a San Francisco two-bedroom condominium, even if she could force a purchase, is beyond rationale. It is now clear you have been using your aunt's cooperation as leverage to advance your own interest in forcing a sale at a bargain price.

We are not agreeing to sell the property to anyone, your aunt included. It has always been our intent to hold 670 Page Street for our family's long-term use; hence the life estate. My family has deep roots in San Francisco. Carolyn's mother grew up here and attended Lowell High, and her immigrant father worked in the Hunter's Point Naval Shipyard during World War II. Both of our children were born in San Francisco. Even so, we have already agreed that if the property is ever sold during your aunt's lifetime, we are more than willing to offer her an opportunity to purchase it first. What we cannot agree to, however, is a forced sale at any price.

We are pleading with you to please put your aunt's interests ahead of your own. You are not entitled to any benefit from our relationship with your aunt simply because you are related to her. Your insistence that we sell the property is not only self-serving, it is at the expense of your aunt. Please put your personal interests aside and permit us to restore the life estate. We intend to hold off on recovery until the end of the month to give you one final opportunity. If you are unwilling to permit us to restore the life estate without forcing a sale, you leave us no choice but to recover possession.

If that is truly your decision, please convey to your aunt our deepest regrets and why your actions have led to this senseless outcome.

Sincerely yours,



Peter Owens (for Carolyn Radisch and Stephen Owens)

Cc

San Francisco Board of Supervisors  
Office of Mayor Ed Lee  
San Francisco District Attorney  
San Francisco Sheriff's Office  
Oakland City Council  
Office of Mayor Libby Schaaf

Iris Canada  
Dr. Harvey S. Merriouns  
Bishop Alfred Johnson, Jones Memorial  
United Baptist Church  
Dr. Amos C. Brown, Pastor Third  
Baptist Church  
San Francisco Tenants Union  
Housing Rights Committee of SF  
Senior & Disability Action  
Poor Magazine

San Francisco Chronicle  
East Bay News  
(former Oakland Tribune)  
East Bay Express  
EBCitizen.com  
NY Times  
Wall Street Journal  
Bay City News  
Hoodline  
48 Hills  
SF Bay View  
SF Weekly  
SFist.com  
Socket Site  
CurbedSF

Bay Area News Group  
Oakland Magazine

Fox 2 KTVU  
ABC 7 KGO  
CBS 5 KPIX  
NBC Bay Area KTVN  
KQED  
KPFA  
KGO Brian Copeland Show

668-678 Page Street TIC Association  
Mark Chernev, Esq.  
Andrew Zacks, Esq.  
Dennis Zaragoza, Esq.  
Andy Sirkin, Esq.

## Dozens At City Hall Protest Eviction of 100-Year-Old Woman from Her S.F. Apartment

February 10, 2017 10:23 PM

Filed Under: Bay Area Housing, Bay Area Rent, Eviction, Real Estate, San Francisco Evictions



Dozens at City Hall protested the eviction of Iris Canada on Friday. (Bay City News Photo)

SAN FRANCISCO (CBS SF) — San Francisco Sheriff Vicki Hennessy briefly faced off with protesters Friday afternoon inside City Hall, as the group denounced the eviction of a 100-year-old woman from her Western Addition apartment earlier on Friday.

About 50 protesters arrived at City Hall at 3:30 p.m. to hold a rally outside of the Sheriff's Department, in response to Iris Canada being evicted by sheriff's deputies from her apartment at 670 Page Street, which she's lived in for more than 50 years.

Sheriff's deputies arrived around 11:30 a.m. and changed the locks, after a San Francisco Superior Court judge recently ruled that an eviction could take place since Canada had failed to pay court-ordered attorneys fees.

According to Tommi Avicolli Mecca, an organizer with the Housing Rights Committee, Iris was not home at the time of the eviction and her medications and wheelchair remain inside.

Hennessy said that the department considered many options and ultimately decided that changing the locks would be the safest one, as protesters responded with a number of slogans, including "let Iris in" and "recall Hennessy."

The sheriff's department is required by state and city law to execute evictions approved by the court.

According to the sheriff's department spokeswoman Eileen Hirst, sheriff's officials have visited the property more than 20 times in the last two years in order to provide Canada with information about social services and programs available to the centenarian.

### LISTEN LIVE

2017 Accord LX  
\$199 /MO LEASE \$1999 DUE AT SIGNING  
Ends February 20th  
Northern California Honda Dealers  
Shop Now ▶

### FOLLOW US ON

Sign Up for Newsletters

2017 Civic LX  
\$179 /MO LEASE \$1999 DUE AT SIGNING  
Ends February 20th  
Northern California Honda Dealers  
Shop Now ▶

### POPULAR



Bay Area Leaders Push Back Against California Law Prohibiting Speed Cameras



Huge Washout Leaves Gaping Hole In Highway 35



Electronic Artist Nominated For Grammy Gives Back To Oakland

### LIKE THIS



Freight Train Derails On Banks Of Rain-Swollen Cosumnes River



**SAN FRANCISCO (CBS SF) —** San Francisco Sheriff Vicki Hennessy briefly faced off with protesters Friday afternoon inside City Hall, as the group denounced the eviction of a 100-year-old woman from her Western Addition apartment earlier on Friday.

About 50 protesters arrived at City Hall at 3:30 p.m. to hold a rally outside of the Sheriff's Department, in response to Iris Canada being evicted by sheriff's deputies from her apartment at 670 Page Street, which she's lived in for more than 50 years.

Sheriff's deputies arrived around 11:30 a.m. and changed the locks, after a San Francisco Superior Court judge recently ruled that an eviction could take place since Canada had failed to pay court-ordered attorneys fees.

According to Tommi Avicolti Mecca, an organizer with the Housing Rights Committee, Iris was not home at the time of the eviction and her medications and wheelchair remain inside.

Hennessy said that the department considered many options and ultimately decided that changing the locks would be the safest one, as protesters responded with a number of slogans, including "let Iris in" and "recall Hennessy."

The sheriff's department is required by state and city law to execute evictions approved by the court.

According to the sheriff's department spokeswoman Eileen Hirst, sheriff's officials have visited the property more than 20 times in the last two years in order to provide Canada with information about social services and programs available to the centenarian.



According to the sheriff's department spokeswoman Eileen Hirst, sheriff's officials have visited the property more than 20 times in the last two years in order to provide Canada with information about social services and programs available to the centenarian.

"Her age was of great concern to us as we moved forward. In this case, as in all, we proceeded to perform in a respectful and compassionate manner," Hirst said.

Canada has been in a dispute for years with her landlords, who claimed that she hasn't lived in the unit since 2012.

In 2005, Canada was granted a lifetime estate to her apartment while the rest of the units in the building underwent an Ellis Act eviction.

However, Canada's landlords then moved to terminate that lifetime estate in 2014, alleging that Canada had been living with family members in Oakland since 2012 and allowed the unit to fall into disrepair.

In April, the court found in the landlord's favor, ruling that Canada could stay in her apartment only if she accepted strict limits on her occupancy and paid the property owners' attorney's fees, which total more than \$150,000.

In August, Mark Chernev — an attorney for property owners Peter Owens, Stephen Owens and Carlyne Radishe — said that they would drop the demand for legal fees and let Canada stay if she agreed to sign paperwork allowing the building to convert to condos, but she refused to sign the papers and, with help from her niece Iris Merriouns, asked the owners to sell her the unit at a discounted price.



In August, Mark Chernev — an attorney for property owners Peter Owens, Stephen Owens and Carolyn Radishe — said that they would drop the demand for legal fees and let Canada stay if she agreed to sign paperwork allowing the building to convert to condos, but she refused to sign the papers and, with help from her niece Iris Merriouns, asked the owners to sell her the unit at a discounted price.

"Her tenancy has been terminated, and her locks have been changed as of this morning," an attorney for the landlords, Andrew Zacks, said.

Zacks added that the eviction was "done safely" and that Canada is now "safe and sound, living with her niece in Oakland, where she has been since 2012."

Merriouns had argued that the building's landlords should have offered Canada the option to buy the unit at a below market rate.

San Francisco Board of Supervisors President London Breed had shown a great deal of support for Canada's case last year, saying back in April, "as a city we have to do better. Allowing our seniors to get kicked out of their home shouldn't even have to be an option. Where's the love, where's the compassion?"

Friday, Breed addressed the eviction on Twitter, saying that she had tried to help Canada for years, including offering housing options but Canada and Merriouns were not interested in the services Breed had offered.

An attorney for Canada was not immediately available for comment.

© Copyright 2017 by CBS San Francisco and Bay City News Service. All

1 [Subdivision Code - Condominium Conversion Impact Fee]

2  
3 Ordinance amending the Subdivision Code, by adding Section 1396.4, to adopt a  
4 condominium conversion impact fee applicable to certain buildings qualifying for  
5 ~~participating but not being selected or participating in the 2013 or 2012 condominium~~  
6 ~~conversion lottery only that would be permitted to convert during a sixseven year~~  
7 ~~period, and~~ subject to specified requirements, including lifetime leases for non-  
8 purchasing tenants; adding Section 1396.5, to suspend the annual condominium  
9 conversion lottery until 2024 and resume said lottery under specified circumstances  
10 tied to permanently affordable rental housing production; amending Section 1396, to  
11 restrict future condominium lotteries to buildings of no more than four units with a  
12 specified number of owner occupied units for three years prior to the lottery and  
13 provide an exception for certain five- and six-unit buildings to participate in the lottery;  
14 and adopting environmental findings.

15 NOTE: Additions are single-underline italics Times New Roman;  
16 deletions are ~~strike-through italics Times New Roman~~.  
17 Board amendment additions are double-underlined;  
18 Board amendment deletions are ~~strikethrough-normal~~.

19 Be it ordained by the People of the City and County of San Francisco:

20 Section 1. Findings. (a) The Planning Department has determined that the actions  
21 contemplated in this Ordinance are in compliance with the California Environmental Quality  
22 Act (California Public Resources Code sections 21000 et seq.). Said determination is on file  
23 with the Clerk of the Board of Supervisors in File No. 120669 and is incorporated herein by  
24 reference.  
25

1           (b) This Board finds that the condominium conversion impact fee as set forth in this  
2 legislation is an appropriate charge imposed as a condition of property development, which in  
3 this case is the City's approval of a condominium conversion subdivision, a discretionary  
4 development approval pursuant to the San Francisco Subdivision Code and the California  
5 Subdivision Map Act. Based on data, information, and analysis in a Condominium Conversion  
6 Nexus Analysis report prepared by Keyser Marston Associates, Inc., dated January 2011, and  
7 the findings of Planning Code Section 415.1 concerning the City's inclusionary affordable  
8 housing program, this Board finds and determines that there is ample evidentiary support to  
9 charge the impact fee set forth herein as it relates to a subdivision map approval that allows  
10 the conversion of existing dwelling units into condominiums. Said impact fee charge also is  
11 lower than the fee amount supported in the abovementioned Nexus Analysis report. As a  
12 consequence the Board finds that the amount of this charge is no more than necessary to  
13 cover the reasonable costs of the governmental activity and programs related to condominium  
14 conversion. The Board further finds and determines, that based on this evidence, the manner  
15 in which these fees are this charge is allocated and assessed on a per unit cost for each unit  
16 converted to a condominium bears a reasonable relationship to the subdivision applicants'  
17 burdens on the City that result from the change in use and ownership status from a dwelling  
18 unit within an unsubdivided property to a separate interest in a condominium unit. A copy of  
19 the report on the fee charge identified herein is in Clerk of the Board of Supervisors File No.  
20 120669 and is incorporated herein by reference. The City Controller's Office has  
21 independently confirmed that the fee amounts identified in said report remain valid. This  
22 determination is on file with the Clerk of the Board of Supervisors File No. 120669 and is  
23 incorporated herein by reference.

24           (c)(1) The Board further finds that the present backlog of existing applications for  
25 condominium conversion under the existing 200-unit annual condominium conversion lottery

1 process in Subdivision Code Article 9 (Conversions) extends well over a decade. Indicative of  
2 this backlog, approximately 700 tenancy-in-common (TIC) and other owner-occupied  
3 buildings, containing 2,269 dwelling units, registered for the 2013 lottery condominium  
4 conversion lottery in an effort to be selected for the 200 units that were available. The  
5 proposed expedited approval process for condominium conversions (the "Expedited  
6 Conversion program") is intended as a one time adjustment to the backlog in applications for  
7 conversions given the specific needs of existing owners of tenancy-in-common units.  
8 Therefore, the eExpedited eConversion program set forth in this legislation's proposed  
9 Section 1396.4 is intended as the exclusive method for allocating approvals for conversions of  
10 apartments and tenancy-in-common buildings into condominiums for the entire period that is  
11 established in the proposed Section 1396.5.

12 (2) The Expedited Conversion program that this Ordinance creates will bring  
13 significant economic value to owners who utilize it. According to the City Controller's April 2,  
14 2013 Economic Impact Report, condominium conversion "creates clear financial advantages  
15 for owners of tenancies-in-common (TIC) buildings." In addition to the estimated 15%  
16 premium gained by converting a TIC to a condominium, as projected in the Keyser Marston  
17 Associates 2011 Nexus Analysis, the Controller's report notes that because State law does  
18 not otherwise allow rent limitations on condominiums after the subdivider sells them, future  
19 owners of these converted condominiums after the rental limitation period terminates "have  
20 the opportunity for greater rental income than owners of TIC units, the vast majority of which  
21 are subject to rent control."

22 (3) Due to the present backlog of existing applications, the Office of the Controller  
23 estimates that owners of 1,730 of the units not selected in the 2013 lottery would pay the  
24 impact feecondominium conversion charge and avail themselves of the seven-year  
25 eExpedited eConversion program. The program also permits TICs that did not enter the 2012

1 and 2013 lottery to convert, which could result in more than 1,730 dwelling units taking  
2 advantage of the eExpedited eConversion program. The number of conversions is therefore  
3 anticipated to be well in excess of the 200 unit per year allotment in the existing lottery. The  
4 Ordinance balances the number of units converted under this program in a relatively short  
5 period of time by suspending the lottery until the City's affordable housing production replaces  
6 the number of units converted under the eExpedited eConversion program. The maximum  
7 number of years of suspension of the lottery will be the number of converted units divided by  
8 200. Therefore, under the suspension, there will be no net loss of the number of converted  
9 units over time as compared to the existing lottery. Conversions of apartments to  
10 condominiums also results in the eviction of existing tenants in the converted buildings  
11 because many tenants cannot afford to purchase their units. A large number of conversions  
12 under the eExpedited eConversion program would magnify this impact and result in a large  
13 number of tenants evicted into a very expensive rental housing market. The Office of the  
14 Controller estimates that tenants of these converted properties would likely spend between  
15 \$0.8 and \$1.1 million annually in higher rent alone due to displacement and/or rent decontrol.  
16 Therefore, the Ordinance balances this impact on existing tenants and the effects of tenant  
17 displacement on the City in general by requiring that applicants for the Expedited Conversion  
18 program offer existing tenants a lifetime lease. The abovementioned Controller's report is on  
19 file with the Clerk of the Board of Supervisors in File No. 120669 and is incorporated herein by  
20 reference.

21 (3)(4) In addition, this legislation attempts to integrate this process with the adoption of  
22 additional controls on future conversions. This legislation does not intend to affect in any way  
23 the conversion of 100% owner-occupied two-unit buildings in accordance with the terms of  
24 Subdivision Code Section 1359.

1           (d) As set forth in the Housing Element of the General Plan, in particular Objective 3, it  
2 is the City's policy to preserve the existing supply of rent controlled housing and to increase  
3 the production of new affordable rental units. Policy 3.1 states that is the City's policy to  
4 "[p]reserve rental units, especially rent controlled units, to meet the City's affordable housing  
5 needs." Policy 4.4 states it is the City's policy to "[e]ncourage sufficient and suitable rental  
6 housing opportunities, emphasizing permanently affordable rental units wherever possible."  
7 And, Policy 9.2 provides that it is city policy to "[c]ontinue prioritization of preservation of  
8 existing affordable housing as the most effective means of providing affordable housing."  
9 Therefore, the conversion of rental housing into condominiums, without replacement, results  
10 in the loss of existing rent controlled housing contrary to public policy.

11           (e) In 2012, the voters of the City of San Francisco approved Proposition C that  
12 proposed in part to fund and produce 930,000 affordable rental housing units over thirty years,  
13 establishing an annual baseline production of approximately 300 net new affordable housing  
14 units. The Board determines that this legislation is compatible with the goals of Proposition C  
15 and resumption of the condominium conversion lottery is properly benchmarked in  
16 relationship to new affordable housing production as contemplated in Proposition C. Further,  
17 the Board finds that Proposition C's limitations on new affordable housing fees were intended  
18 to apply to fees on new residential construction projects and not to the condominium  
19 conversion charges set forth in this Ordinance which would be imposed only on existing  
20 residential buildings that obtain a condominium subdivision and involve no net increase in new  
21 housing units.

22           (f) It is the further intent of this legislation to suspend future conversions of rental  
23 housing pending the one for one replacement of units converted through the eExpedited  
24 eConversion program beyond the City's net new annual baseline production and to provide  
25 additional protections to tenants in buildings to be converted as specified above.

1           (g) The Board finds that the rate of TIC creation and demand for condominium  
2           conversions to date has far exceeded the rate of allowable conversions under existing law.  
3           The Board also finds that the unsustainable growth of the TIC form of ownership poses  
4           challenges and adverse consequences for which many consumers are unprepared and that  
5           those challenges are greater for larger building sizes. However, increasing the number of  
6           allowable conversions would impose a burden on the City's capacity to develop sufficient  
7           replacement rental housing units and to assist displaced tenants. Therefore, it is the intent of  
8           this legislation to re-establish the condominium lottery conversion process on a more  
9           sustainable basis following the restart of the lottery and to encourage long-term ownership in  
10           smaller buildings.

11           Section 2. The San Francisco Subdivision Code is hereby amended by adding  
12           Sections 1396.4 and 1396.5, to read as follows:

13           SEC. 1396.4. CONDOMINIUM CONVERSION IMPACT-FEE AND EXPEDITED  
14           CONVERSION PROGRAM.

15           (a) Findings. The findings of Planning Code Section 415.1 concerning the City's inclusionary  
16           affordable housing program are incorporated herein by reference and support the basis for charging  
17           the fee set forth herein as it relates to the conversion of dwelling units into condominiums.

18           (b) Any building that: (1) participated in the 2013 or 2012 condominium conversion  
19           lottery, but was not selected for conversion or (2) could have participated in the 2013  
20           condominium conversion lottery, but elected not to do so, may bypass be exempted from the  
21           annual lottery provisions of Section 1396 (the annual lottery conversion limitation) if the building  
22           owners for said building comply with Section 1396.3(g)(1) and pay the condominium conversion  
23           impact fee subject to the all the requirements of this Section 1396.4. In addition Notwithstanding  
24           the foregoing, no property or applicant subject to any of the prohibition on conversions set  
25           forth in Section 1396.2(e), in particular a property with the eviction(s) set forth in Section

1 1396.2(b), is eligible for said bypass the eExpedited eConversion process program under this  
2 Section 1396.4. Eligible buildings as set forth in this Section (b) may exercise their option to  
3 participate in this fee program according to the following requirements:

4 ~~(c) Eligible buildings as set forth in Subsection (b) may exercise their option to~~  
5 ~~participate in this fee program according to the following requirements:~~

6 ~~—— (1) The applicant(s) for the subject building shall pay the fee specified in~~  
7 ~~Subsection (e) no later than January 24, 2014 for the entire building.~~

8 ~~—— (2) No later than the last business day before July 25, 2014:~~

9 ~~—— (i) DPW shall determined that the applicant's condominium conversion~~  
10 ~~subdivision application is complete, or~~

11 ~~—— (ii) The application is deemed complete by operation of law.~~

12 ~~—— (3) The applicant shall obtain final and effective tentative approval of the~~  
13 ~~condominium subdivision or parcel map no later than December 31, 2014.~~

14 ~~—— (4) Any map application subject to a required public hearing on the subdivision~~  
15 ~~or a subdivision appeal shall have the time limit set forth in Subsection (c)(3) suspended until~~  
16 ~~March 13, 2015.~~

17 ~~—— (5) The Director of the Department of Public Works is authorized to waive the~~  
18 ~~time limit set forth in Subsection (c)(3) as it applies to a particular building due to extenuating~~  
19 ~~or unique circumstances. Such waiver may be granted only after a public hearing and in no~~  
20 ~~case shall the time limit extend beyond July 24, 2015.~~

21 (1) Any building that participated in but was not selected for the 2012 or 2013  
22 condominium conversion lottery consisting of (a) four units or less in which one unit has been  
23 continuously occupied continuously by one of the applicant owners of record for no less than  
24 five years prior to April 15, 2013, or (b) buildings consisting of five or six units in which 50  
25 percent or more of the units have been continuously occupied continuously by the applicant

1 owners of record for no less than five years as of April 15, 2013, is eligible for conversion  
2 under this Subsection. The applicant(s) for the subject building seeking to convert under this  
3 Subsection shall pay the fee specified in Subsection (e) no later than January 24 April 14,  
4 2014 for the entire building along with additional information as the Department may require  
5 including certification of continued eligibility; however, the deadline for an applicant to pay the  
6 fee may be extended pursuant to (j)(3) of this Section.

7 (2) Any building that participated in but was not selected for the 2012 or 2013  
8 condominium conversion lottery consisting of (a) four units or less in which one unit has been  
9 continuously occupied continuously by one of the applicant owners of record for no less than  
10 three years prior to April 15, 2014, or (b) buildings consisting of five or six units in which 50  
11 percent or more of the units have been continuously occupied continuously by the applicant  
12 owners of record for no less than three years as of April 15, 2014, is eligible for conversion  
13 under this Subsection. The applicant(s) for the subject building may apply for conversion  
14 under this Subsection on or after April 15, 2014 and shall pay the fee specified in Subsection  
15 (e) no later than January 23, 2015 along with additional information as the Department may  
16 require including certification of continued eligibility; however, the deadline for an applicant to  
17 pay the fee may be extended pursuant to (j)(3) of this Section.

18 (3) For Additionally Qualified Buildings consisting of (a) four units or less in which one  
19 unit has been continuously occupied continuously by one of the applicant owners of record for  
20 no less than six years as of April 15, 2015 or (b) buildings consisting of five or six units in  
21 which 50 percent or more of the units have been continuously occupied continuously by the  
22 applicant owners of record for no less than six years as of April 15, 2015, the applicant(s) for  
23 the subject building may apply for conversion under this Subsection on or after April 15, 2015  
24 and shall pay the fee specified in Subsection (e) no later than January 22, 2016 along with  
25

1 additional information as the Department may require including certification of continued  
2 eligibility.

3 (4) For Additionally Qualified Buildings consisting of (a) four units or less in which one  
4 unit has been continuously occupied continuously by one of the applicant owners of record for  
5 no less than six years as of April 15, 2016, or (b) buildings consisting of five or six units in  
6 which 50 percent or more of the units have been continuously occupied continuously by the  
7 applicant owners of record for no less than six years as of April 15, 2016, the applicant(s) for  
8 the subject building may apply for conversion under this Subsection on or after April 15, 2016  
9 and shall pay the fee specified in Subsection (e) no later than January 20, 2017 along with  
10 additional information as the Department may require including certification of continued  
11 eligibility.

12 (5) For Additionally Qualified Buildings consisting of (a) four units or less in which one  
13 unit has been continuously occupied continuously by one of the applicant owners of record for  
14 no less than six years as of April 15, 2017, or (b) buildings consisting of five or six units in  
15 which 50 percent or more of the units have been continuously occupied continuously by the  
16 applicant owners of record for no less than six years as of April 15, 2017, the applicant(s) for  
17 the subject building may apply for conversion under this Subsection on or after April 15, 2017  
18 and shall pay the fee specified in Subsection (e) no later than January 19, 2018 along with  
19 additional information as the Department may require including certification of continued  
20 eligibility.

21 (6) For Additionally Qualified Buildings consisting of (a) four units or less in which one  
22 unit has been continuously occupied continuously by one of the applicant owners of record for  
23 no less than six years prior to April 15, 2018, or (b) buildings consisting of five or six units in  
24 which 50 percent or more of the units have been continuously occupied continuously by the  
25 applicant owners of record for no less than six years as of April 15, 2018, the applicant(s) for

1 the subject building may apply for conversion under this Subsection on or after April 15, 2018  
2 and shall pay the fee specified in Subsection (e) no later than January 25, 2019 along with  
3 additional information as the Department may require including certification of continued  
4 eligibility.

5 (7) For Additionally Qualified Buildings consisting of (a) four units or less in which one  
6 unit has been occupied continuously by one owner of record for no less than six years prior to  
7 April 15, 2019, or (b) buildings consisting of five or six units in which 50 percent or more of the  
8 units have been occupied continuously by owners of record for no less than six years as of  
9 April 15, 2019, the applicant(s) for the subject building may apply for conversion under this  
10 Subsection on or after April 15, 2019 and shall pay the fee specified in Subsection (e) no later  
11 than January 24, 2020 along with additional information as the Department may require  
12 including certification of continued eligibility. An Additionally Qualified Building subject to  
13 Subsection 9(A) shall be eligible to convert pursuant to this Subsection as long as there is  
14 fully executed written agreement in which the owners each have an exclusive right of  
15 occupancy to individual units in the building to the exclusion of the owners of the other units  
16 and 50 percent or more of the units have been occupied continuously by owners of record for  
17 no less than six years as of January 24, 2020.

18 (8) For applications for conversion pursuant to Subsections (3)-(7) only, a unit that is  
19 "occupied continuously" shall be defined as a unit occupied continuously by an owner of  
20 record for the six year period without an interruption of occupancy and so long as the  
21 applicant owner(s) occupied the subject unit as his/her principal place of residence for no less  
22 than one year prior to the time of application. Notwithstanding the occupancy requirements  
23 set forth above, each building may have one unit where there is an interruption in occupancy  
24 for no more than a three month period that is incident to the sale or transfer to a subsequent  
25 owner of record who occupied the same unit. For any unit with an interruption of occupancy,

1 the applicant shall provide evidence to establish to the satisfaction of the Department that the  
2 period did not exceed three months.

3 (9) An "Additionally Qualified Building" within the meaning of this Section is defined as  
4 a building in which the initially eligible applicant owners of record have a fully executed written  
5 agreement as of April 15, 2013 in which the owners each have an exclusive right of  
6 occupancy to individual units in the building to the exclusion of the owners of the other units;  
7 provided, however, that said agreement can be amended to include new applicant owner(s) of  
8 record as long as the new owner(s) satisfy the requirements of Subsection (8) above. In  
9 addition to the requirements listed in this Subsection (8), an Additionally Qualified Building  
10 also includes a five or six unit building that: (A) on April 15, 2013, had 50 percent or more of  
11 the units in escrow for sale as a tenancy-in-common where each buyer shall have an  
12 exclusive right of occupancy to an individual unit in the building to the exclusion of the owners  
13 of other units or (B) is subject to the requirements of Section 1396.2(f) and 50 percent or more  
14 of the units have been occupied continuously by owners of record for no less than ten years  
15 prior to the date of application as set forth in Subsections (3)-(7).

16 (6) (7) (8) (10) The In addition to all other provisions of this Section, the applicant(s)  
17 must meet the following requirements applicable to Subdivision Code Article 9, Conversions:  
18 Sections 1381, 1382, 1383, 1386, 1387, 1388, 1389, 1390, 1391(a) and (b), 1392, 1393, 1394,  
19 and 1395. In additionAlso, the applicant(s) must certify that to the extent any tenant vacates  
20 his or her unit after March 31, 2013 and before recordation of the final parcel or subdivision  
21 map, such tenant did so voluntarily or if an eviction or eviction notice occurred it was not  
22 pursuant to Administrative Code Sections 37.9(a)(8)-(14). If an eviction has taken placed  
23 under 37.9(a)(11) or 37.9(a)(14) then the applicant(s) shall certify that the original tenant  
24 reoccupied the unit after the temporary eviction.

1       (11) If the Department finds that a violation of this Section occurred prior to recordation  
2 of the final map or final parcel map, the Department shall disapprove the application or subject  
3 map. If the Department finds that a violation of this Section occurred after recordation of the  
4 final map or parcel map, the Department shall take such actions as are available and within its  
5 authority to address the violation.

6       (c) Decisions and Hearing on the Application.

7       (1) The applicant shall obtain a final and effective tentative map or tentative parcel  
8 map approval for the condominium subdivision or parcel map within one (1) year of paying the  
9 fee specified in Subsection (e).

10       (2) No less than twenty (20) days prior to the Department's proposed decision on a  
11 tentative map or tentative parcel map, the Department shall publish the addresses of building  
12 being considered for approval and post such information on its website. During this time, any  
13 interested party may file a written objection to an application and submit information to  
14 DPW/the Department contesting the eligibility of a building. In addition, the Department may  
15 elect to hold a public hearing on said tentative map or tentative parcel map to consider the  
16 information presented by the public, other City department, or an applicant. If the Department  
17 elects to hold such a hearing it shall post notice of such hearing and provide written notice to  
18 the applicant, all tenants of such building, any member of the public who submitted  
19 information to the Department, and any interested party who has requested such notice. In  
20 the event that an objection to the conversion application is filed in accordance with this  
21 Subsection, and based upon all the facts available to the Department, the Department shall  
22 approve, conditionally approve, or disapprove an application and state the reasons in support  
23 of that decision.

24

25

1       (3) Any map application subject to a Departmental public hearing on the subdivision or  
2 a subdivision appeal shall have the time limit set forth in this Subsection (c)(1) extended for  
3 another six (6) months.

4       (4) The Director of the Department of Public Works is authorized to waive the time  
5 limits set forth in this Subsection (c)(1) as it applies to a particular building due to extenuating  
6 or unique circumstances. Such waiver may be granted only after a public hearing and in no  
7 case shall the time limit extend beyond two (2) years after submission of the application.

8       (d) Should the subdivision application be denied or be rejected as untimely in accordance with  
9 the dates specified above, or the tentative subdivision map or tentative parcel map disapproved, DPW  
10 the City shall refund the entirety of the applicant's fee specified in Subsection (e).

11       (e) The fee amount is \$20,000.00 per unit for all buildings that participated in the lottery for  
12 the first time in 2013 or seek to convert under Subsection (b)(1)-(6)(7). Said fee shall be  
13 adjusted annually in accordance with the terms of Section 1315(f). Said fee is reduced for each  
14 year the building has participated in the condominium conversion lottery up to and including the 2013  
15 lottery in accordance with the following formula:

16       (1) 2 years of participation, 20% fee reduction per unit;

17       (2) 3 years of participation, 40% fee reduction per unit;

18       (3) 4 years of participation, 60% fee reduction per unit; and

19       (4) 5 or more years of participation, 80% fee reduction per unit.

20       (f) For purposes of Section (e), a building's owner(s) shall get credit only for those years that  
21 it he or she participated in the lottery even though such building could have qualified for and  
22 participated in other condominium conversion lotteries.

23       (g) Life Time Lease for Non-purchasing Tenants.

24       (1) No subdivider or subsequent condominium unit owner shall refuse to renew a lease  
25 or extend a rental agreement to any Any application for conversion under this Section shall

1 include a certification under penalty of perjury by the applicants that all any non-purchasing  
2 tenant(s) in the building have been offered has been given a written offer to enter into a life  
3 time lease in the form and with the provisions published and prescribed by DPW the  
4 Department in consultation with the Rent Board. Such written offer for a life time lease shall  
5 be executed by the owners of the building(s) and recorded prior to at the time of Final Map or  
6 Parcel Map approval. Any extended Any life time leases or rental agreements made pursuant  
7 hereto shall expire only upon the death or demise of the last such life-tenant residing in the unit or  
8 the last surviving member of the life-tenant's household, provided such surviving member is related to  
9 the life-tenant by blood, marriage, or domestic partnership, and is either disabled, catastrophically  
10 ill, or aged 62 or older at the time of death or demise of any such life-tenant, or at such time as the life-  
11 tenant(s) in the unit voluntarily vacates the unit after giving due notice of such intent to vacate.

12 (2) (A) Each lease shall contain a provision allowing the tenant to terminate the lease and  
13 vacate the unit upon 30 days' notice. Rent and a provision that rent charged during the term of any  
14 extended the lease or rental agreement pursuant to the provisions of this Section shall not  
15 exceed the rent charged at the time of filing of the application for conversion, plus any increases  
16 proportionate to the increases in the residential rent component of the "Bay Area Cost of Living Index,  
17 U.S. Dept. of Labor," provided that the rental increase provisions of this Section shall be operative only  
18 in the absence of other applicable rent increase or arbitration laws. This Section

19 (B) The lease also shall state that it shall not alter or abridge the rights or  
20 obligations of the parties in performance of their covenants, including but not limited to the provision  
21 of services, payment of rent or the obligations imposed by Sections 1941, 1941.1, and 1941.2, 1941.3,  
22 and 1941.4 of the California Civil Code. There and that there shall be no decrease in dwelling unit  
23 maintenance or other services historically provided to such units and such life-tenants. A binding and  
24 recorded agreement The provision of a lifetime lease pursuant to this Subsection shall be a  
25 condition imposed on each tentative parcel or tentative subdivision map subject to this

1 Subsection 1396.4(g). Binding and recorded agreements between the tenant(s) and the  
2 property owner(s) and between the City and the property owner(s) concerning this  
3 requirement shall be a tentative map condition imposed on each parcel or subdivision map  
4 subject to this Subsection 1396.4(g).

5 (C) The lease shall also include the following language:

6 Tenant agrees that this Lease shall be subject and subordinate at all times to (i) all  
7 ground leases or underlying leases that may now exist or hereafter be executed affecting the  
8 Real Property or any portion thereof; (ii) the lien of any mortgage, deed of trust, assignment of  
9 rents and leases or other security instrument (and any advances thereunder) that may now  
10 exist or hereafter be executed in any amount for which the Real Property or any portion  
11 thereof, any ground leases or underlying leases or Landlord's interest or estate therein, is  
12 specified as security; and (iii) all modifications, renewals, supplements, consolidations and  
13 replacements thereof, provided in all cases the mortgagees or beneficiaries named in  
14 mortgages or deeds of trust hereafter executed or the assignee of any assignment of rents  
15 and leases hereafter executed to recognize the interest and not disturb the possession, use  
16 and enjoyment of Tenant under this Lease, and, in the event of foreclosure or default, the  
17 lease will continue in full force and effect by operation of San Francisco Administrative Code  
18 Chapter 37, Section 37.9D, and the conditions imposed on each parcel or subdivision map  
19 pursuant to Section 1396.4(g), as long as Tenant is not in default under the terms and  
20 conditions of this Lease. Tenant agrees to execute and deliver, upon demand by Landlord and  
21 in the form requested by Landlord, any additional reasonable documents evidencing the  
22 priority or subordination of this Lease with respect to any such ground leases, underlying  
23 leases, mortgages, deeds of trust, assignment of rents and leases or other security  
24 instruments. Subject to the foregoing, Tenant agrees that Tenant shall be bound by, and  
25

1 required to comply with, the provisions of any assignment of rents and leases with respect to  
2 the Building.

3 (3) The Department shall impose the following tentative map conditions on each parcel  
4 and subdivision map subject to this Subsection 1396.4(g) and require that the conditions be  
5 satisfied prior to Final Subdivision Map or Parcel Map approval: (A) the property owner(s) of  
6 the building provide a written offer for a life time lease pursuant to this Subsection to the  
7 tenant(s) in the building and record such offer against the building's title. (B) at the time the  
8 tenant(s) accepts the life time lease offer, and even if such acceptance occurs after map  
9 approval, a binding agreement between the tenant(s) and the property owner(s) shall be  
10 executed and recorded against the property's title, and (C) a binding agreement between the  
11 City and the property owner(s) concerning the requirements of this Subsection be recorded  
12 against the property's title. For purposes of this Subsection, the Board of Supervisors  
13 delegates authority to the DPW Director, in consultation with the Mayor's Office of Housing, to  
14 enter in said agreement on behalf of the City and County of San Francisco.

15 (2)(4) If the owner(s) of a building subject to the life time lease provisions of this  
16 Section 1396.4(g) enters into any contract or option to sell or transfer any unit that would be  
17 subject to the lifetime lease requirements or any interest in any unit in the building that would  
18 be subject to the lifetime lease requirements at any time between the initial application and  
19 recording of the final subdivision map or parcel map, said contract or option shall be subject to  
20 the following conditions: (a) the contract or option shall include written notice that the unit shall  
21 be subject to the life time lease requirements of Subdivision Code Section 1396.4(g), (b) prior  
22 to final execution of any such contract or option, the owner(s) shall record a notice of  
23 restrictions against the property that specifically identifies the unit potentially subject to the life  
24 time lease requirements and specifies the requirements of the life time lease as set forth in  
25 Section 1396.4(g)(1), and (c) the recorded notice of restrictions shall be included as a note on

1 the final subdivision map or parcel map. Prior to approval of a final subdivision map or parcel  
2 map, the applicant(s) shall certify under penalty of perjury to the Department that he, she, or  
3 they have complied with the terms of this Subsection as it applies to a building. Failure to  
4 provide this certification from every current owner of a building shall result in disapproval of  
5 the map. The content of the notices and certifications required by this Subsection shall  
6 comply with the instructions and procedures developed by the Department.

7 (h) In recognition of the rental requirements of Section (g), the fee for each unit in which a  
8 non-purchasing tenant resides at the time specified in Section (g) who is offered a life time lease  
9 and is unrelated by blood, marriage, or domestic partnership to any owner of the building shall  
10 be refunded to the subdivider under the following formula:

11 (1) One unit, 10% fee reduction for such unit;

12 (2) Two units, 20% fee reduction for each unit;

13 (3) Three units, 30% fee reduction for each unit.

14 (i) Upon confirmation of compliance with the rental requirement, DPW or the City  
15 department in possession of the fee revenue shall refund the amount specified in Section (h) to the  
16 subdivider and have all remaining fee revenues transferred, in the following percentage allocations:  
17 25% to the Citywide Affordable Housing Fund Mayor's Office Home Ownership Assistance  
18 Loan Fund City's Housing Stabilization Mayor's Office of Housing's program for small site  
19 acquisition to purchase market rate housing and convert it to affordable housing and 75% to  
20 the Citywide Affordable Housing Fund for the purpose of creating or preserving expanding  
21 affordable housing opportunities for affordable to low or moderate income households in San  
22 Francisco, including, but not limited to, expanding public housing opportunities.

23 (j) Waiver or reduction of fee based on absence of reasonable relationship or deferred  
24 payment based upon limited means.

1           (1) A project applicant of any project subject to the requirements in this Section may appeal to  
2 the Board of Supervisors for a reduction, adjustment, or waiver of the requirements based upon the  
3 absence of any reasonable relationship or nexus between the impact of development and the amount of  
4 the fee charged or for the reasons set forth in Subsection (2) below, a project applicant may request a  
5 waiver from the Board of Supervisors.

6           (2) Any appeal of ~~waiver~~ requests under this clause shall be made in writing and filed with the  
7 Clerk of the Board no later than 15 days after the date the sponsor is required to pay and has paid to  
8 the Treasurer the fee as required in this Section. The appeal shall set forth in detail the factual and  
9 legal basis for the claim of waiver, reduction, or adjustment. The Board of Supervisors shall consider  
10 the appeal at the hearing within 60 days after the filing of the appeal. The appellant shall bear the  
11 burden of presenting substantial evidence to support the appeal, including comparable technical  
12 information to support appellant's position. If a reduction, adjustment, or waiver is granted, any  
13 change of use or scope of the project shall invalidate the waiver, adjustment or reduction of the fee. If  
14 the Board grants a reduction, adjustment or waiver, the Clerk of the Board shall promptly transmit the  
15 nature and extent of the reduction, adjustment or waiver to the Treasurer and Department of Public  
16 Works.

17           (3) A project applicant may apply to the Department of Public Works for a deferral of  
18 payment of the fee described in Subsection (e) for the period that the Department completes  
19 its review and until the application for expedited conversion is approved, provided that the  
20 applicant satisfies each of the following requirements: (i) the applicant resided in his or her  
21 unit in the subject property as his or her principle place of residence for not less than three  
22 years and (ii) that for the twelve months prior to the application, the applicant resided in his or  
23 her unit in the subject property as his or her principle place of residence and the applicant's  
24 household income was less than 120% of median income of the City and County of San  
25 Francisco as determined by the Mayor's office of Housing.

1        ~~(k) Any building that participates in the fee program set forth herein shall automatically~~  
2 ~~be ineligible to participate in the 2014 condominium conversion lottery. DPW The City shall~~  
3 ~~refund to the applicant any fees paid to participate in the 2014 lottery and shall remove any~~  
4 ~~lottery tickets associated with the subject building from the lottery drawing.~~

5        ~~(l) Buildings that convert pursuant to this Section shall have no effect on the terms and~~  
6 ~~conditions of Section 1341A, 1385A, or 1396 of this Code.~~

7        **SEC. 1396.5. SUSPENSION OF THE LOTTERY PENDING PRODUCTION OF**  
8 **REPLACEMENT UNITS FOR EXPEDITED CONVERSION UNITS.**

9        (a) Within twelve months after issuing tentative or tentative parcel map approval for the  
10 last conversion under Section 1396.4 or December 29, 2023, whichever is earlier, the  
11 Department shall publish a report stating the total number of units converted under the  
12 Expedited Conversion program and every twelve months thereafter until the Expedited  
13 Conversion program is completed.

14        (b) No later than April 15 of each year until the termination of the suspension period,  
15 the Mayor's Office of Housing shall publish a report stating the total number of permanently  
16 affordable rental housing produced in San Francisco and the "Conversion Replacement Units"  
17 produced in the previous calendar year and a cumulative total of such housing produced in  
18 preceding years during the tracking period. For purposes of this Subsection, the Mayor's  
19 Office of Housing shall have the authority to determine what type and form of housing  
20 constitutes permanently affordable rental housing that has been produced.

21        (c) The Department shall not accept an application for the conversion of residential  
22 units under Section 1396 nor conduct a lottery under this Article prior to January 1, 2024.  
23 Thereafter, the lottery shall resume upon the earlier of the following: (1) until the first February  
24 following the Mayor's Office of Housing report pursuant to Subsection (b) showing that the  
25 total number of Conversion Replacement Units produced in the City of San Francisco

1 exceeded the total number of units converted as identified in the Department's report  
2 prepared pursuant to Subsection (a); under Section 1396.4(b)(1)-(6) and in no event shall it  
3 conduct a lottery prior to January 1, 2024; provided however, that the total period of  
4 suspension of the lottery shall not exceed or (2) completion of the "Maximum Suspension  
5 Period" as defined below.

6 (d) "Conversion Replacement Units" in any year shall be determined by subtracting  
7 300 from the total number of permanently affordable rental units that the City produced in that  
8 year starting on January 1, 2014.

9 (e) The "Maximum Suspension Period" shall be the number of years calculated by  
10 dividing the total number of units approved for conversion under Section 1396.4(b)(1)-(6)(7)  
11 (the Expedited Conversion program) divided by 200 and rounded to the nearest whole  
12 number with the year 2014 as the starting point. For example, if 2400 units have been  
13 converted under Section 1396.4(b)(1)-(6)(7), then the maximum suspension period would be  
14 12 years and run until 2026 expire on December 31, 2025.

15 Section 3. The San Francisco Subdivision Code is hereby amended by amending  
16 Section 1396, to read as follows:

17 **SEC. 1396. ANNUAL CONVERSION LIMITATION.**

18 (a) This Section governing annual limitation shall apply only to conversation of  
19 residential units. This Section also is subject to the limitations established by Section  
20 1396.5's suspension of the lottery.

21 (b) Applications for conversion of residential units, whether vacant or occupied, shall  
22 not be accepted by the Department of Public Works, except that a maximum of 200 units as  
23 selected yearly by lottery by the Department of Public Works from all eligible applicants, may  
24 be approved for conversion per year for the following categories of buildings:  
25

1           (a) (1) Buildings consisting of four units or less in which one at least three of the units  
2 has have been occupied continuously by one of the applicant owners of record as their  
3 principle place of residence for three years prior to the date of registration for the lottery as  
4 selected by the Director;

5           (2) Buildings consisting of three units in which at least two of the units have been  
6 occupied continuously by the applicant owners of record as their principle place of residence  
7 for three years prior to the date of registration for the lottery as selected by the Director;

8           (3) Buildings consisting of two units in which at least one unit has been occupied  
9 continuously by the applicant owner of record as his or her principle place of residence for  
10 three years prior to the date of registration for the lottery as selected by the Director; or

11           ~~(b) Buildings consisting of six units or less in which 50 percent or more of the units~~  
12 ~~have been occupied continuously by the applicant owners of record for three years prior to the~~  
13 ~~date of registration for the lottery as selected by the Director; or~~

14           (e) (4) Buildings consisting of five or six units that were subject to the requirements of  
15 Section 1396.2(f) on or before April 15, 2013 where (A) no further evictions as set forth in  
16 Section 1396.2 have occurred in the building after April 15, 2013, (B) the building and all  
17 applicants first satisfied all the requirements for conversion under Section 1396.2(f) after  
18 January 24, 2020 and before resumption of the lottery under in accordance with the terms of  
19 Section 1396.5; and (C) 50 percent or more of the units have been occupied continuously by  
20 owners of record as their principle place of residence for ten years prior to the date of  
21 registration for the lottery as selected by the Director. Applicants for such buildings must  
22 apply for the lottery within five years of the resumption of the lottery under Section 1396.5(c)  
23 and remain eligible until selected;

24           (5) If the Expedited Conversion program under Section 1396.4 has been suspended  
25 until 2024 as a result of a successful lawsuit against the City and County of San Francisco

1 challenging Section 1396.4(g) or 1396.5: (A) buildings consisting of five or six units that  
2 participated in but were not selected for the 2012 or 2013 condominium conversion lottery in  
3 which 50 percent or more of the units have been occupied continuously by the applicant  
4 owners of record for no less than six years prior to the date of registration for the lottery as  
5 selected by the Director or (B) buildings consisting of five or six units in which: (i) 50 percent  
6 or more of the units have been occupied continuously by the applicant owners of record for no  
7 less than six years prior to the date of registration for the lottery as selected by the Director  
8 and (ii) the eligible applicant owners of record have a fully executed written agreement as of  
9 April 15, 2013 in which the owners each have an exclusive right of occupancy to individual  
10 units in the building to the exclusion of the owners of the other units. Applicants for buildings  
11 identified in this Subsection must first apply for the lottery within five years of the resumption  
12 of the lottery under Section 1396.5(c) and remain eligible until selected; or

13 (5)(6) Community apartments as defined in Section 1308 of this Code, which, on or  
14 before December 31, 1982, met the criteria for community apartments in Section 1308 of this  
15 Code and which were approved as a subdivision by the Department of Public Works on or  
16 before December 31, 1982, and where 75 percent of the units have been occupied  
17 continuously by the applicant owners of record for three years prior to the date of registration  
18 for the lottery as selected by the Director.

19 (c) The conversion of a stock cooperative as defined in Section 1308 of this Code to  
20 condominiums shall be exempt from the annual limitation imposed on the number of  
21 conversions in this Section and from the requirement to be selected by lottery where 75  
22 percent of the units have been occupied for the lottery as selected by the Director.

23 (d) No application for conversion of a residential building submitted by a registrant  
24 shall be approved by the Department of Public Works to fill the unused portion of the 200-unit  
25 annual limitation for the previous year.

1       ~~(e)(f)~~ (1) Any applicant application for a condominium conversion submitted after being  
2 selected in the lottery must meet the following requirements applicable to Subdivision Code  
3 Article 9, Conversions: Sections 1381, 1382, 1383, 1386, 1387, 1388, 1389, 1390, 1391(a)  
4 and (b), 1392, 1393, 1394, and 1395.

5       (2) Any building subject to Section 1396.2 shall have all applicant(s) satisfy all the  
6 requirements for conversion under Section 1396.2(f) in order be eligible to convert pursuant to  
7 this Section 1396; provided, however, that any building subject to the prohibition on  
8 conversion under Section 1396.2, in particular a property with the eviction(s) set forth in  
9 Section 1396.2(b), is ineligible for conversion.

10       (3)(A) In addition, the applicant(s) must shall certify that to the extent any tenant  
11 vacated his or her unit after March 31, 2013 within the seven years prior to the date of  
12 selection in registration for the lottery as selected by the Director and before recordation of the  
13 final parcel or subdivision map, such tenant did so voluntarily or if an eviction or eviction  
14 notice occurred it was not pursuant to Administrative Code Sections 37.9(a)(8)-(14) unless  
15 such eviction or eviction notice complied with the requirements of Subsections (B)-(D) below.

16       (B) If an eviction has taken placed the evicting owner(s) recovered possession  
17 of the unit under Administrative Code Sections 37.9(a)(11) or 37.9(a)(14), then the  
18 applicant(s) shall certify that the original tenant reoccupied or was given an opportunity to  
19 reoccupy the unit after the temporary eviction.

20       (C) If the evicting owner(s) recovered possession of the unit under  
21 Administrative Code Section 37.9(a)(10), then the applicant(s) shall certify that the  
22 Department of Building Inspection required the unit be demolished or permanently removed  
23 from housing use pursuant to a Notice of Violation or Emergency Order or similar notice,  
24 order, or act; all the necessary permits for demolition or removal were obtained; that the  
25 evicting owner(s) complied in full with Administrative Code Section 37.9(a)(10) and (c); and

1 that an additional unit or replacement unit was not constructed in the building after the  
2 demolition or removal of the unit previously occupied by the evicted tenant.

3 (D) If the evicting owner(s) recovered possession of a unit under Administrative  
4 Code Section 37.9(a)(8), then the applicants shall certify that: (i) only one unit in the building  
5 was the subject of such eviction during the seven year period, (ii) any surviving owner or  
6 relative named as the intended resident of the unit in the Section 37.9(a)(8) eviction notice  
7 also is presently an owner applying for the conversion of the same unit, and (iii) the subject  
8 applicant owner has occupied the unit continuously as his or her principle residence for three  
9 years prior to the date of registration for the lottery as selected by the Director.

10 (f) The Department shall review all available records, including eviction notices and  
11 records maintained by the Rent Board for compliance with Subsection (e). If the Department  
12 finds that a violation of Subsection (e) occurred prior to recordation of the final map or final  
13 parcel map, the Department shall disapprove the application or subject map. If the  
14 Department finds that a violation of Subsection (e) occurred after recordation of the final map  
15 or parcel map, the Department shall take such actions as are available and within its authority  
16 to address the violation.

17 Section 4. Uncodified. Notwithstanding the condominium conversion lottery selection  
18 provisions of Subdivision Code Section 1396 and 1396.3 or the other terms of this legislation,  
19 the most senior class of buildings participating but not being selected in the 2013  
20 condominium lottery may apply for a condominium conversion subdivision on or after January  
21 1, 2014 but before December 31, 2014 subject to the following: (1) the buildings and  
22 applicants shall satisfy all of the eligibility requirements necessary to participate in the lottery  
23 as set forth in Sections 1396 and 1396.3 in effect immediately prior to the effective date of this  
24 legislation and (2) the applicants shall satisfy all other applicable terms of Subdivision Code  
25 Article 9 (Conversions). Any buildings that apply under the process set forth in this uncodified

1 Section are explicitly exempt from the requirements of Sections 1396.4, 1396.5, and 1396 as  
2 set forth in this legislation. Any building eligible to convert to condominiums: (a) under this  
3 Section 4, (b) after being selected for conversion in the 2013 condominium conversion lottery,  
4 or (c) that satisfies the requirements of Section 1359, is excluded from any of the terms of  
5 Section 7 below, specifically any limitation or prohibition of any kind concerning application  
6 submission, review, and approval for a parcel or subdivision map.

7 Section 5. Effective Date. This ordinance shall become effective 30 days from the  
8 date of passage.

9 Section 456. This section is uncodified. In enacting this Ordinance, the Board intends  
10 to amend only those words, phrases, paragraphs, subsections, sections, articles, numbers,  
11 punctuation, charts, diagrams, or any other constituent part of the Subdivision Code that are  
12 explicitly shown in this legislation as additions, deletions, Board amendment additions, and  
13 Board amendment deletions in accordance with the "Note" that appears under the official title  
14 of the legislation.

15 Section 67. Suspension of this Ordinance~~Effect of Litigation.~~ (a) In the event that there  
16 is a lawsuit against the City and County of San Francisco filed in any court challenging any  
17 part of this legislation or the validity of any lifetime lease entered into pursuant to this  
18 legislation Subsection 1396.4(g) or Section 1396.5 or any obligation on the part of any  
19 property owner under Section 1396.4(g), then upon the service of such lawsuit upon the City  
20 and County of San Francisco, the Expedited Conversion program described in Section 1396.4  
21 will be suspended as set forth below unless and until either (1) there is a final judgment in the  
22 lawsuit in all courts and the validity of this legislation in its entirety~~the challenged provision(s)~~  
23 specified above is upheld or (2) the suspension of the lottery through January 1, 2024 as  
24 mandated by Section 1396.5 is completed.  
25

1        (b) Legal Challenge to Section 1396.5 During any such suspension of the Expedited  
2 Conversion program pursuant to this Subsection based on a legal challenge to Section  
3 1396.5, anythe Department, upon service of the lawsuit, shall not accept or approve any  
4 application for conversion under the program. After 180 days following service of the lawsuit,  
5 the Department shall not issue any tentative parcel map or tentative map approval for  
6 conversion and shall deny any application that has not obtained such approval. If an owner(s)  
7 obtained a final and effective tentative parcel map or tentative map approval on or prior to the  
8 180th day following service of the lawsuit, then that applicant may proceed to final parcel map  
9 or final subdivision map approval and recordation of the subdivision map. At any time during  
10 a suspension of the Expedited Conversion program, any applicant may seek a refund of the  
11 condominium conversion application and condominium conversion impact fees and the  
12 provisions of Section 1396 in effect on April 15, 2015 shall be operative. Upon a request for  
13 an application fee refund, the reviewing City Departments shall deduct incurred costs based  
14 on time and materials expended and shall refund any remaining portion of the application  
15 fee(s).

16        (c) Legal Challenge to Section 1396.4(g)'s Property Owner Obligations. During a  
17 suspension of the Expedited Conversion program pursuant to this Subsection based on a  
18 legal challenge to any obligation on the part of any property owner under Section 1396.4(g),  
19 the Department, upon service of the lawsuit, shall not accept or approve any application for  
20 conversion under the program for a building with a unit occupied by a non-owning tenant(s). If  
21 an owner(s) obtained a final and effective tentative parcel map or tentative map approval on  
22 or prior to the service of the lawsuit, then that applicant may proceed to final parcel map or  
23 final subdivision map approval and recordation of the subdivision map. Notwithstanding the  
24 effects of a suspension of the Expedited Conversion program pursuant to this Subsection  
25 described above and the terms of Subsection (e), the Department shall continue to accept,

1 tentatively approve, and finally approve any application for a conversion pursuant to the  
2 requirements of the Expedited Conversion program for any building that has no units occupied  
3 by a non-owning tenant(s). At any time during a suspension of the Expedited Conversion  
4 program, any applicant may seek a refund of the condominium conversion application and  
5 condominium conversion impact fees and the provisions of Section 1396 in effect on April 15,  
6 2015 shall be operative. Upon a request for an application fee refund, the reviewing City  
7 Departments shall deduct incurred costs based on time and materials expended and shall  
8 refund any remaining portion of the application fee(s).

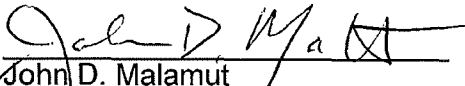
9 (d) Legal Challenge to both Section 1396.5 and Section 1396.4(g)'s Property Owner  
10 Obligations. During a suspension of the Expedited Conversion program pursuant to this  
11 Subsection based on a legal challenge as identified in both Subsection (b) and (c), the  
12 Department, upon service of the lawsuit, shall not accept or approve any application for  
13 conversion under the program. If an owner(s) obtained a final and effective tentative parcel  
14 map or tentative map approval on or prior to service of the lawsuit, then that applicant may  
15 proceed to final parcel map or final subdivision map approval and recordation of the  
16 subdivision map. At any time during a suspension of the Expedited Conversion program, any  
17 applicant may seek a refund of the condominium conversion application and condominium  
18 conversion fees. Upon a request for an application fee refund, the reviewing City  
19 Departments shall deduct incurred costs based on time and materials expended and shall  
20 refund any remaining portion of the application fee(s).

21 (e) Upon the completion of the suspension of the Expedited Conversion period the  
22 suspended Expedited Conversion program described in Section 1396.4 shall resume as if no  
23 suspension had occurred. Applicants with suspended applications may resubmit their  
24 applications along with all required fees and shall be considered in the same position as they  
25 had at the time of the suspension. The Department shall treat the time periods described in

1 Section 1396.4(b)(1)-(7) as having been tolled during the time of suspension of the Expedited  
2 Conversion program.

3 (f) Effect of Successful Lawsuit against the City, Board of Supervisors hearing. If there  
4 is a final judgment in the lawsuit in all courts and the challenged provision(s) specified in this  
5 Section are deemed invalid in whole or in part, the Expedited Conversion program set forth in  
6 Section 1396.4 shall terminate except for those particular buildings authorized to convert  
7 pursuant to Subsection (b), (c), or (d) and the condominium conversion lottery shall be  
8 suspended in its entirety until its resumption after January 1, 2024. Upon a court's final  
9 judgment in the lawsuit in all courts that the challenged provision(s) specified in this Section  
10 are deemed invalid in whole or in part, the City Attorney shall promptly notify the Clerk of the  
11 Board of Supervisors of such judgment. Upon receipt of this notice, the Clerk shall schedule a  
12 public hearing(s) before the full Board or an appropriate committee of the Board, based on  
13 consultation with the President of the Board of Supervisors. The purpose of such hearing(s)  
14 shall be to provide a forum for public dialogue and shall address, but not be limited to,  
15 consideration of revisions to the condominium conversion process consistent with the court's  
16 findings, exploration of alternative condominium conversion policies that seek to balance the  
17 often competing interests of the City, property owners, prospective owners, and tenants;  
18 discussion of the benefits and burdens as well as the distributive impacts of a citywide  
19 condominium conversion process and affordable housing production and opportunities; and  
20 concepts that support and balance the goal of homeownership with protection of rental  
21 properties and their tenants.

1 APPROVED AS TO FORM:  
2 DENNIS J. HERRERA, City Attorney

3 By:   
4 John D. Malamut  
5 Deputy City Attorney  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

n:\legal\alas2013\1200120\00853641.doc



## City and County of San Francisco

### Tails Ordinance

City Hall  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4689

**File Number:** 120669

**Date Passed:** June 18, 2013

Ordinance amending the Subdivision Code, by adding Section 1396.4, to adopt a condominium conversion fee applicable to certain buildings that would be permitted to convert during a seven year period, and subject to specified requirements, including lifetime leases for non-purchasing tenants; adding Section 1396.5, to suspend the annual condominium conversion lottery until 2024 and resume said lottery under specified circumstances tied to permanently affordable rental housing production; amending Section 1396, to restrict future condominium lotteries to buildings of no more than four units with a specified number of owner occupied units for three years prior to the lottery and provide an exception for certain five- and six-unit buildings to participate in the lottery; and adopting environmental findings.

January 28, 2013 Land Use and Economic Development Committee - AMENDED, AN AMENDMENT OF THE WHOLE BEARING NEW TITLE

January 28, 2013 Land Use and Economic Development Committee - CONTINUED AS AMENDED

February 25, 2013 Land Use and Economic Development Committee - CONTINUED

March 11, 2013 Land Use and Economic Development Committee - CONTINUED

March 25, 2013 Land Use and Economic Development Committee - CONTINUED

April 15, 2013 Land Use and Economic Development Committee - AMENDED, AN AMENDMENT OF THE WHOLE BEARING NEW TITLE

April 15, 2013 Land Use and Economic Development Committee - CONTINUED AS AMENDED

April 22, 2013 Land Use and Economic Development Committee - RECOMMENDED

May 07, 2013 Board of Supervisors - RE-REFERRED

Ayes: 11 - Avalos, Breed, Campos, Chiu, Cohen, Farrell, Kim, Mar, Tang, Wiener and Yee

May 13, 2013 Land Use and Economic Development Committee - CONTINUED

May 20, 2013 Land Use and Economic Development Committee - AMENDED, AN AMENDMENT OF THE WHOLE BEARING NEW TITLE

May 20, 2013 Land Use and Economic Development Committee - DUPLICATED AS AMENDED

May 20, 2013 Land Use and Economic Development Committee - CONTINUED AS AMENDED

June 03, 2013 Land Use and Economic Development Committee - RECOMMENDED

June 11, 2013 Board of Supervisors - AMENDED, AN AMENDMENT OF THE WHOLE BEARING NEW TITLE

Ayes: 8 - Avalos, Breed, Campos, Chiu, Cohen, Kim, Mar and Yee

Noes: 3 - Farrell, Tang and Wiener

June 11, 2013 Board of Supervisors - PASSED ON FIRST READING AS AMENDED

Ayes: 8 - Avalos, Breed, Campos, Chiu, Cohen, Kim, Mar and Yee

Noes: 3 - Farrell, Tang and Wiener

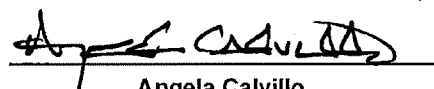
June 18, 2013 Board of Supervisors - FINALLY PASSED

Ayes: 8 - Avalos, Breed, Campos, Chiu, Cohen, Kim, Mar and Yee

Noes: 3 - Farrell, Tang and Wiener

File No. 120669

I hereby certify that the foregoing Ordinance was FINALLY PASSED on 6/18/2013 by the Board of Supervisors of the City and County of San Francisco.

  
Angela Calvillo  
Clerk of the Board


\_\_\_\_\_  
Unsigned

Mayor

\_\_\_\_\_  
June 28, 2013

Date Approved

I hereby certify that the foregoing ordinance, not being signed by the Mayor within the time limit as set forth in Section 3.103 of the Charter, or time waived pursuant to Board Rule 2.14.2, became effective without his approval in accordance with the provision of said Section 3.103 of the Charter or Board Rule 2.14.2.

  
Angela Calvillo  
Clerk of the Board

668-678 PAGE ST.  
678 PAGE ST (415) 627-2923  
SAN FRANCISCO, CA 94117

1082

11-35/1210  
33

3/29/2018

Date

Pay to the  
Order of

SF Dept of Public Works

\$ 327.00

Three hundred twenty seven and  $\frac{00}{100}$  — Dollars



Security  
Features  
Details on  
Back.

**Bank of America**

San Francisco Main  
345 Montgomery St  
San Francisco CA  
650.615.4700

appeal fee for  
appeal of decision on  
For PID 9475 - 668-678 page st

*[Signature]*

MP

Harland Clarke

BY *[Signature]*  
2018 MAR 29 AM 11:05  
BOARD OF SUPERVISORS  
SAN FRANCISCO

**From:** [BOS Legislation, \(BOS\)](#)  
**To:** [668678pagestreet@gmail.com](mailto:668678pagestreet@gmail.com)  
**Cc:** [GIVNER, JON \(CAT\)](#); [SHEN, ANDREW \(CAT\)](#); [Nuru, Mohammed \(DPW\)](#); [Storrs, Bruce \(DPW\)](#); [Ryan, James \(DPW\)](#); [Sanguinetti, Jerry \(DPW\)](#); [Teague, Corey \(CPC\)](#); [Starr, Aaron \(CPC\)](#); [Weissglass, David \(CPC\)](#); [BOS-Supervisors](#); [BOS-Legislative Aides](#); [Calvillo, Angela \(BOS\)](#); [Somera, Alisa \(BOS\)](#); [BOS Legislation, \(BOS\)](#); [Mchugh, Eileen \(BOS\)](#)  
**Subject:** APPEAL RESPONSE - Appeal of Disapproval of Condominium Conversion Subdivision Map Application - 668-678 Page Street - Appeal Hearing on April 24, 2018  
**Date:** Monday, April 16, 2018 4:18:55 PM  
**Attachments:** [image001.png](#)

---

Good afternoon,

Please find linked below an appeal response received by the Office of the Clerk of the Board from the Appellants regarding the appeal of the disapproval of a condominium conversion subdivision map application for the proposed project at 668-678 Page Street.

[Appellant Letter - April 16, 2018](#)

**The appeal hearing for these matters are scheduled for a 3:00 p.m. special order before the Board on April 24, 2018.**

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

[Board of Supervisors File No. 180298](#)

Regards,

**Brent Jalipa**

**Legislative Clerk**

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



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

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

*TIC Owners Group  
668-678 Page Street  
San Francisco, CA 94117*

April 16, 2018

**VIA HAND DELIVERY AND EMAIL**

President London Breed  
c/o Angela Calvillo, Clerk of the Board  
San Francisco Board of Supervisors  
1 Dr. Carlton B. Goodlett Place  
City Hall, Room 244  
San Francisco, CA 94102

Re: Condominium Conversion Subdivision Appeal  
Case No.: 2017-013609CND  
668-678 Page Street, San Francisco

Dear President Breed and Honorable Members of the Board of Supervisors:

This letter is respectfully submitted on behalf of the 668-678 Page Street TIC Owners Group (collectively, the “Appellants”). The Appellants seek reversal of the Planning Commission’s denial of a Condominium Conversion Subdivision at 668-678 Page Street, San Francisco (the “Application”). This letter addresses the findings made by the Planning Commission in Motion No. 20132, which was adopted on March 8, 2018.

The Application meets all requirements for condominium conversion under the California State Map Act and the San Francisco Subdivision Code, as the Planning Department’s Staff report dated January 11, 2018, found. However the Planning Commission was presented with incorrect and misleading claims by groups who seek to re-litigate issues that were decided by the San Francisco Superior Court in 2016.

I address the Planning Commission’s findings of inconsistency with section 1386, Article 9 of the San Francisco Subdivision Code, and the new arguments set out in the Planning Department’s memorandum dated April 13, 2018 (the “Appeal Memorandum”).

Finding 6(a):

This finding notes that in 2016, the Superior Court decision found that Iris Canada's life estate had ended because she no longer lived at 670 Page Street. The Planning Commission note that the Superior Court "granted Ms. Canada relief" to allow her to remain in her unit if she paid Plaintiffs' attorney's fees, and that her failure to do so resulted in her displacement. This is not accurate. The Superior Court decision dated June 8, 2016, which Motion No. 20132 refers to, has been taken out of context of the overall case. I offered to waive the payment of fees and allow Ms. Canada to return to live at 670 Page Street at no cost to her. However, against the advice of her own attorneys, this offer was not accepted (Declaration of Peter Owens dated April 13, 2018, para 15; Board of Supervisors "BOS" Exhibit 2, pp. 8-9).

Finding 6(b) & (d):

These findings allege that Ms. Canada was evicted from 670 Page Street, and that her displacement occurred for the purpose of preparing the building for conversion. This is also not correct. In 2002, Ms. Canada was granted a life estate so that she could remain in the building. Because the entire building was being removed from the rental market under the Ellis Act, it was not lawful for any part of the building to be leased to a tenant. Accordingly, I voluntarily granted Ms. Canada a life estate, which is an ownership interest that was recorded on the title for 668-678 Page Street. As a matter of law, an "owner" cannot be evicted from a property.

The Superior Court found in 2016 that Ms. Canada's life estate had ended because she was no longer living at 670 Page Street. The Court's judgment was issued after a hearing and presentation of evidence, including declarations from the Appellants, which proved that Ms. Canada no longer lived in the building. These declarations are attached to BOS Exhibits 1 and 2. The Planning Commission's finding that Ms. Canada "continued to be a tenant of the unit until February 10, 2017" is in direct contradiction to the Superior Court's findings. The Planning Commission did not identify the evidence it relied on in finding Ms. Canada was a tenant. The Appeal Memorandum refers to photos that allegedly show Ms. Canada "continued to reside in the unit until February 10, 2017," but does not attach these photos, or otherwise identify them.

The Appeal Memorandum advances a new argument in relation to the alleged increase in vacancies in the project. To wit, the memorandum claims that "Vacancies were increased on the property as a result of the forced removal of Ms. Canada's items from her unit." This is incorrect. It would be absurd to construe § 1386 to mean that the removal of items from a unit, rather than tenants, is sufficient to deny a condominium conversion. In any case, Ms. Canada was not evicted. The removal of her furniture occurred years after she moved out of the building, which terminated her life estate interest.

Finding 6(c):

The Planning Commission found that the subdivider submitted incorrect information to the City, because of a Discretionary Review application filed with the Planning Department on July 2, 2014 by the occupant of 678 Page Street. In that application, Ms. Canada was identified as an occupant of the building. The Discretionary Review applicant, Michel Bechirian, explained to the Planning Commission at the hearing on March 8, 2018, that when he filed the application in 2014, he had no reason to believe Ms. Canada was not returning to 670 Page Street (see Declaration of Michel Bechirian dated April 13, 2018). When the Appellants submitted the Application, there was no intention to mislead the Planning Commission or any other City agency.

Finding 6(e):

This finding largely summarizes findings 6(a)-(e), but I address it here for completeness. For the reasons set out above, the Planning Commission erred in finding that vacancies in the project have been increased, and that an elderly tenant was displaced within the three years preceding the Application. Ms. Canada had not been living at 670 Page Street from 2012. Further, finding 6(e) notes that “an eviction *or its equivalent* occurred for purposes of preparing the building for conversions” (emphasis added). No eviction occurred, and the words “or its equivalent” do not appear in Subdivision Code § 1386 as a basis for denial of a tentative map. Finally, the Appellants did not knowingly submit incorrect information to mislead or misdirect efforts by agencies of the City in the administration of the Subdivision Code.

Accordingly, the Application meets all state and local requirements for condominium conversion, and there is no basis in law or fact to deny the Appeal. The Appellants respectfully request that Planning Commission Motion No. 20132 be reversed.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Peter Owens', with a stylized, flowing script.

Peter Owens

**From:** [BOS Legislation, \(BOS\)](#)  
**To:** [668678pagestreet@gmail.com](mailto:668678pagestreet@gmail.com)  
**Cc:** [GIVNER, JON \(CAT\)](#); [SHEN, ANDREW \(CAT\)](#); [Nuru, Mohammed \(DPW\)](#); [Storrs, Bruce \(DPW\)](#); [Ryan, James \(DPW\)](#); [Sanguinetti, Jerry \(DPW\)](#); [Teague, Corey \(CPC\)](#); [Starr, Aaron \(CPC\)](#); [Weissglass, David \(CPC\)](#); [DPW, Subdivision Mapping \(DPW\)](#); [BOS-Supervisors](#); [BOS-Legislative Aides](#); [Calvillo, Angela \(BOS\)](#); [Somera, Alisa \(BOS\)](#); [BOS Legislation, \(BOS\)](#)  
**Subject:** APPEAL RESPONSES - Appeal of Disapproval of Condominium Conversion Subdivision Map Application - 668-678 Page Street - Appeal Hearing on April 24, 2018  
**Date:** Friday, April 13, 2018 2:49:24 PM  
**Attachments:** [image001.png](#)

---

Greetings,

Please find linked below appeal responses received by the Office of the Clerk of the Board from the Appellants and the Planning Department regarding the appeal of the disapproval of a condominium conversion subdivision map application for the proposed project at 668-678 Page Street.

[Appellant Briefs – April 13, 2018](#)

[Planning Response Memo – April 13, 2018](#)

The appeal hearing for these matters are scheduled for a 3:00 p.m. special order before the Board on April 24, 2018.

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

[Board of Supervisors File No. 180298](#)

Regards,

**Jocelyn Wong**

San Francisco Board of Supervisors

1 Dr. Carlton B. Goodlett Place, Room 244

San Francisco, CA 94102

T: 415.554.7702 | F: 415.554.5163

[jocelyn.wong@sfgov.org](mailto:jocelyn.wong@sfgov.org) | [www.sfbos.org](http://www.sfbos.org)



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

The [Legislative Research Center](#) provides 24-hour access to Board of Supervisors legislation, and archived matters since August 1998.

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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**SAN FRANCISCO BOARD OF SUPERVISORS**

ALEXANDER APKE, et al.,  
  
Appellants,  
  
vs.  
  
SAN FRANCISCO DEPARTMENT OF  
PUBLIC WORKS,  
  
Respondent.

**DECLARATION OF MICHEL  
BECHIRIAN IN SUPPORT OF  
CONDOMINIUM CONVERSION  
SUBDIVISION APPEAL**

Case No.: 2017-013609CND  
Project Address: 668-678 Page Street, San  
Francisco  
Hearing Date: April 24, 2018

1 I, Michel Bechirian, declare as follows:

2 1. I am over the age of 18 and am one of the appellants in this appeal. I make  
3 this declaration based on facts personally known to me, except as to those facts stated on  
4 information and belief, which facts I believe to be true, and, if called as a witness, could  
5 and would testify competently thereto.

6 2. I have lived at 678 Page Street, San Francisco, on a full-time basis for  
7 approximately 15 years.

8 3. I make this declaration to address Finding 6(c) of Planning Commission  
9 Motion No. 20132, which was adopted on March 8, 2018.

10 4. In July 2014, I submitted a Discretionary Review application in relation to  
11 a proposed residential development at 690 Page Street (A true and correct copy of this  
12 application is attached hereto as **Exhibit A**). The statements I made in that application  
13 reflected my understanding of Ms. Canada's circumstances at the time.

14 5. I first met Iris Canada in 2003, when I moved into 678 Page Street. My  
15 unit is located above 670 Page Street, which was Ms. Canada's unit. As set out in my  
16 declaration dated September 30, 2016, when I moved to 678 Page Street I saw Ms.  
17 Canada a few times a week. (A true and correct copy of this declaration is attached  
18 hereto as **Exhibit B**.) I would have conversations with Ms. Canada and help her with  
19 small jobs around her unit.

20 6. When I submitted my Discretionary Review Application in July 2014, I  
21 identified Ms. Canada as an occupant because I did not know she had permanently  
22 moved out of her unit. From around June 2012, I had not regularly seen Ms. Canada  
23 around the building or heard sounds from her residence. However her furniture remained  
24 in the unit and she occasionally received mail at 670 Page Street. In the absence of any  
25 communication from Ms. Canada or her family to the contrary, I had no reason to  
26 believe that she would not return to her unit.

27 7. It was only subsequently that I learned that Ms. Canada would not return  
28 to the building, and had permanently relocated to Oakland in 2012. The litigation related

1 to Ms. Canada's life estate did not commence until December 2014, five months after I  
2 submitted the Discretionary Review application.

3 8. In signing the application for Condominium Conversion that is the subject  
4 of this appeal, I did not intend to, and did not, submit incorrect information in order to  
5 mislead or misdirect City staff.

6 I declare under penalty of perjury under the laws of the State of California that  
7 the foregoing is true and correct, and that this was executed on April 13, 2018.

8  
9 

10 Michel Bechirian  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

# **EXHIBIT A**

# APPLICATION FOR Discretionary Review

## 1. Owner/Applicant Information

DR APPLICANT'S NAME: Michel Bechirian		
DR APPLICANT'S ADDRESS: 678 Page Street	ZIP CODE: 94117	TELEPHONE: (415 )3508683
PROPERTY OWNER WHO IS DOING THE PROJECT ON WHICH YOU ARE REQUESTING DISCRETIONARY REVIEW NAME: Page Steiner Associates LLC		
ADDRESS: 431 Steiner Street	ZIP CODE: 94117	TELEPHONE: ( )
CONTACT FOR DR APPLICATION: Same as Above <input checked="" type="checkbox"/> <input type="checkbox"/>		
ADDRESS:	ZIP CODE:	TELEPHONE: ( )
E-MAIL ADDRESS: mbussfo@yahoo.com		

## 2. Location and Classification

STREET ADDRESS OF PROJECT: 690 Page Street		ZIP CODE: 94117
CROSS STREETS: Steiner		
ASSESSORS BLOCK/LOT: 0845 /016	LOT DIMENSIONS: 77.5 x 110 ft	LOT AREA (SQ FT): 7749
ZONING DISTRICT: RM-1 / 40-X		HEIGHT/BULK DISTRICT:

## 3. Project Description

Please check all that apply

Change of Use ☒ Change of Hours ☐ New Construction ☒ Alterations ☐ Demolition ☒ Other ☐

Additions to Building: Rear ☐ Front ☐ Height ☐ Side Yard ☐  
Non-residential - church

Present or Previous Use:

Proposed Use: Residential

Building Permit Application No. 201305217457, 201305217462/3/4

Date Filed: May 21, 2014

## 4. Actions Prior to a Discretionary Review Request

Prior Action	YES	NO
Have you discussed this project with the permit applicant?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Did you discuss the project with the Planning Department permit review planner?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Did you participate in outside mediation on this case?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

## 5. Changes Made to the Project as a Result of Mediation

If you have discussed the project with the applicant, planning staff or gone through mediation, please summarize the result, including any changes there were made to the proposed project.

My neighbor and I met with the architect Gary Gee to discuss our concern about light and noise. The proposed project will significantly reduce the amount of daylight to our units. The addition of a roof deck will introduce a new source of noise and intrude on privacy as the location of the deck provides sight lines to bedroom and bathroom windows. Mr. Gee agreed to discuss extending the planned 18 ft setback at the rear of the proposed building to ensure the entire south bay window of our unit (main bedroom) faced a light well. (continued... )

## Discretionary Review Request

In the space below and on separate paper, if necessary, please present facts sufficient to answer each question.

1. What are the reasons for requesting Discretionary Review? The project meets the minimum standards of the Planning Code. What are the exceptional and extraordinary circumstances that justify Discretionary Review of the project? How does the project conflict with the City's General Plan or the Planning Code's Priority Policies or Residential Design Guidelines? Please be specific and cite specific sections of the Residential Design Guidelines.

The proposed project conflicts with the following guidelines: 'Articulate the building to minimize impacts on light and privacy to adjacent properties'. And, 'Respect the existing pattern of side spacing'. The unnecessary proximity of the proposed structure materially impacts the quality and quantity of light and introduces serious privacy concerns for the adjacent property owners. If built as proposed, side spacing will not be consistent with other buildings on the block (the north side of Page St). (Continued on separate sheet...)

2. The Residential Design Guidelines assume some impacts to be reasonable and expected as part of construction. Please explain how this project would cause unreasonable impacts. If you believe your property, the property of others or the neighborhood would be adversely affected, please state who would be affected, and how:

By focusing on the maximum number of units that can fit the space, the owners have developed a design that unreasonably impacts the adjacent building. A 40 ft building so close to the property line will limit light. With the exception of the living room, all windows in units 670, 674, 678 Page St face west. The lower unit, 670 Page St, is occupied by Mrs. Iris Canada a 91 year old who has lived in the building since the 1940's. Even with a setback the amount of light filtering down to her apartment will be minimal. (Continued on separate sheet...)

3. What alternatives or changes to the proposed project, beyond the changes (if any) already made would respond to the exceptional and extraordinary circumstances and reduce the adverse effects noted above in question #1?

The size of the lot provides the opportunity to construct multiple buildings. If the project consisted of three rather than four buildings these could be constructed facing onto Steiner St. Positioning the buildings on this axis would maintain the light levels and access to services for our building and would not impact the building on block/lot 0843/017. The depth of the lot would allow a sufficiently large rear yard to meet the requirement for outside space for at least two, if not all units. (Continued on separate sheet...)

12.0909D

## Applicant's Affidavit

Under penalty of perjury the following declarations are made:

- a: The undersigned is the owner or authorized agent of the owner of this property.
- b: The information presented is true and correct to the best of my knowledge.
- c: The other information or applications may be required.

Signature: MB

Date: 7/2/2014

Print name, and indicate whether owner, or authorized agent:

Michel Bechirian  
Owner / Authorized Agent (circle one)

# Discretionary Review Application Submittal Checklist

Applications submitted to the Planning Department must be accompanied by this checklist and all required materials. The checklist is to be completed and **signed by the applicant or authorized agent**.

REQUIRED MATERIALS (please check correct column)	DR APPLICATION
Application, with all blanks completed	<input checked="" type="checkbox"/>
Address labels (original), if applicable	<input checked="" type="checkbox"/>
Address labels (copy of the above), if applicable	<input checked="" type="checkbox"/>
Photocopy of this completed application	<input checked="" type="checkbox"/>
Photographs that illustrate your concerns	<input type="checkbox"/>
Covenant or Deed Restrictions	<input type="checkbox"/>
Check payable to Planning Dept.	<input type="checkbox"/>
Letter of authorization for agent	<input checked="" type="checkbox"/>
Other: Section Plan, Detail drawings (i.e. windows, door entries, trim), Specifications (for cleaning, repair, etc.) and/or Product cut sheets for new elements (i.e. windows, doors)	<input type="checkbox"/>

## NOTES:

☐ Required Material.

☐ Optional Material.

☐ Two sets of original labels and one copy of addresses of adjacent property owners and owners of property across street.

For Department Use Only

Application received by Planning Department:

By: M. Corruite

Date:

RECEIVED

JUL 03 2014

CITY & COUNTY OF S.F.  
PLANNING DEPARTMENT  
P.I.C.

## APPLICATION FOR Discretionary Review

DR Applicant: Michel Bechirian. 678 Page St, SF, CA 94117

Property Owner: Page Steiner Assoc. 431 Steiner St, SF, CA 94117

Project Address: 690 Page St, Block / Lot 0845 / 016

Permit Numbers: 201305217457, 201305217462, 201305217463, 201305217464

### 5. Changes Made to the Project as a Result of Mediation

*My neighbor and I met with the architect Gary Gee to discuss our concern about light and noise. The proposed project will significantly reduce the amount of daylight to our units. The addition of a roof deck will introduce a new source of noise and intrude on privacy as the location of the deck provides sight lines to bedroom and bathroom windows. Mr. Gee agreed to discuss extending the planned 18 ft setback at the rear of the proposed building to ensure the entire south bay window of our unit (main bedroom) faced a light well.*

Continued:

Mr. Gee agreed that if the proposed project does indeed go ahead as planned, the light wells will be finished in a bright color to maximize reflective potential.

Mr. Gee was unable to propose a solution to our noise and privacy concerns because planning code for the amount of outside space per unit determined the size and therefore location of the roof deck.

## APPLICATION FOR Discretionary Review

DR Applicant: Michel Bechirian. 678 Page St, SF, CA 94117

Property Owner: Page Steiner Assoc. 431 Steiner St, SF, CA 94117

Project Address: 690 Page St, Block / Lot 0845 / 016

Page 9, 1.

*The proposed project conflicts with the following guidelines: 'Articulate the building to minimize impacts on light and privacy to adjacent properties'. And, 'Respect the existing pattern of side spacing'. The unnecessary proximity of the proposed structure materially impacts the quality and quantity of light and introduces serious privacy concerns for the adjacent property owners. If built as proposed, side spacing will not be consistent with other buildings on the block (the north side of Page St).*

Continued:

The original building use was non-residential; it was in fact a church which provided charitable assistance to those in need. Changing the use from charitable, to for profit residential has not been thoroughly reviewed and debated. Finally, the opportunity to discuss the project with the owners has been limited. Case in point, the final meeting was held in a café on a Saturday morning. There wasn't space for the architect to display the plans, and with music and general background noise it was hard, if not impossible to have a meaningful discussion. This seemed an exercise in ticking boxes in a process.

Page 9, 2.

*By focusing on the maximum number of units that can fit the space, the owners have developed a design that unreasonably impacts the adjacent building. A 40 ft building so close to the property line will limit light. With the exception of the living room, all windows in units 670, 674, 678 Page St face west. The lower unit, 670 Page St, is occupied by Mrs. Iris Canada a 97 year old who has lived in the building since the 1940's. Even with a setback the amount of light filtering down to her apartment will be minimal.*

Continued:

Allowing the project to proceed as designed will condemn Iris to live in a dark, cave like environment. My wife is a freelance graphic designer who often works from home. As a designer she relies on good daylight to ensure accurate color correction on production work. Reducing light to our apartment will impact her ability to work effectively, which in turn will impact her ability to earn a living. The proposed design requires the inclusion of a roof deck for all buildings. A roof deck adds rooftop features and adds clutter. The roof deck will provide the opportunity to sight lines that encroach on our privacy. Of particular concern are sight lines to bedroom and bathroom windows. The purpose of the roof deck is to provide access to outside space; an unintended side effect is the likely generation of noise at a level in line with bedrooms and work areas. Street noise can't be avoided, noise by design can. Our building was

constructed in 1907. Water and waste pipework and the flue for the central heating furnaces are all located externally (as is the downspout from the roof). The original Victorian building on Lot 016 faced Steiner St and did not extend close to building. If the project proceeds as designed it will be extremely difficult to access service pipes for repair. This has a potential for health and safety issues. Finally, the design of the project is inconsistent with the existing pattern of side spacing on the north side of Page St. With the exception of a mid-century apartment building on the southeast corner of the block, all of the buildings are Victorian and all have adequate space between to allow for light, privacy and access to services.

Page 9, 3.

*The size of the lot provides the opportunity to construct multiple buildings. If the project consisted of three rather than four buildings these could be constructed facing onto Steiner St. Positioning the buildings on this axis would maintain the light levels and access to services for our building and would not impact the building on block/lot 0843/017. The depth of the lot would allow a sufficiently large rear yard to meet the requirement for outside space for at least two, if not all units.*

Continued:

If a roof deck was still required, the size of the deck would be smaller than the original design and would be located further away from our building reducing privacy and noise concerns. If three buildings were constructed on Page St, adequate spacing could be provided between the structures to allow for light levels to be maintained and to provide access to services. Although concern over privacy and noise would remain these would be diminished by locating the proposed 690 Page St building several feet further from the property line.

DR Applicant: Michel Bechirian. 678 Page St, SF, CA 94117

Property Owner: Page Steiner Assoc. 431 Steiner St, SF, CA 94117

Project Address: 690 Page St, Block / Lot 0845 / 016

12.0909D

APPLICATION FOR DISCRETIONARY REVIEW

DR APPLICANT: MICHEL BEGHIRIAN

PROJECT ADDRESS: BLOCK/LOT 0845/016

SIDE SPACING.



THE NORTH SIDE OF PAGE ST SHOWING DR APPLICANT'S  
BUILDING 0843/15 & NEIGHBOR 0843/14

SPACING PROVIDES ACCESS TO LIGHT & MAINTAINS PRIVACY  
FOR BOTH BUILDINGS.

APPLICATION FOR DISCRETIONARY REVIEW

DR APPLICANT: MICHEL BECHIRIAN

PROJECT ADDRESS: BLOCK/LOT 0845/016

12.09090

SIDE SPACING



THE NORTH SIDE OF PAGE ST SHOWING SIDE SPACING  
(L-R) BUILDINGS 0843/13 , 0843/12 , 0843/11

TYPICAL SPACING PROVIDES AMPLE ROOM BETWEEN BUILDINGS  
FOR LIGHT & PRIVACY

APPLICATION FOR DISCRETIONARY REVIEW

DR APPLICANT: MICHEL BECHIRIAN

PROJECT ADDRESS: BLOCK/LOT 0845/016

12.0909D

MRS. IRIS CANADA, RESIDENT IN APPLICANT'S BUILDING  
SINCE WWII



LIGHT

THE QUALITY OF LIGHT TO IRIS'S LOWER UNIT

WILL BE ADVERSELY AFFECTED BY THE PROPOSED DESIGN

LIGHT FROM WEST, AND SOUTHWEST WINDOWS OF APPLICANT'S UNIT  
THE HEIGHT & PROXIMITY OF THE PROPOSED DESIGN WILL ADVERSELY  
AFFECT LIGHT AND WILL BE A PRIVACY CONCERN.



LIGHT & PRIVACY

APPLICATION FOR DISCRETIONARY REVIEW  
BY APPLICANT: MICHEL BETHRIAN  
PROJECT ADDRESS: BUCK/LOT 0845/016

APPLICATION FOR DISCRETIONARY REVIEW

DR APPLICANT: MICHEL BECHIRIAN

PROJECT ADDRESS: BLOCK/LT 0845/016

12.09090

VIEW OF PROJECT ADDRESS - 690 PAGE ST



LIGHT & PRIVACY



PAGE ST. VIEW OF DR APPLICANT'S BUILDING TAKEN FROM PROJECT SITE 0845/016  
NOTE WINDOWS OF LOWER UNIT (670) ARE NOT OBSTRUCTED BY EXISTING STRUCTURE.  
THE PROPOSED NEW BUILDING WILL SEVERELY RESTRICT ACCESS TO  
WATER & WASTE PIPEWORK, FURNANCE FLUES & ROOF DOWNSPOUT.  
THE HEIGHT & PROXIMITY IMPACTS LIGHT & THE ROOF DECK ENCRACHES  
ON PRIVACY

# **EXHIBIT B**

ZACKS & FREEDMAN, P.C.  
235 MONTGOMERY STREET, SUITE 400  
SAN FRANCISCO, CALIFORNIA 94104

1 ANDREW M. ZACKS, SBN 147794  
2 MARK B. CHERNEV, SBN 264946  
3 ZACKS & FREEDMAN, P.C.  
235 Montgomery Street, Suite 400  
San Francisco, CA 94104  
Tel: 415.956.8100  
Fax: 415.288.9755

5 Attorneys for Plaintiffs  
Peter M. Owens  
6 Carolyn A. Radisch  
Stephen L. Owens

ELECTRONICALLY  
**FILED**  
Superior Court of California  
County of San Francisco  
**10/05/2015**  
Clerk of the Court  
BY:ROMY RISK  
Deputy Clerk

8 **SUPERIOR COURT – STATE OF CALIFORNIA**  
9 **COUNTY OF SAN FRANCISCO – UNLIMITED CIVIL JURISDICTION**

10 PETER M. OWENS, an individual,  
11 CAROLYN A. RADISCH, an individual,  
12 STEPHEN L. OWENS, an individual,

13 Plaintiffs,

14 vs.

15 IRIS CANADA an individual, OLD  
16 REPUBLIC TITLE COMPANY, a California  
corporation, and DOES 1-10, inclusive,

17 Defendants.  
18  
19

Case No.: CGC-14-543437

**AMENDED DECLARATION OF  
MICHEL BECHIRIAN IN SUPPORT OF  
AMENDED MOTION FOR SUMMARY  
JUDGMENT OR IN THE  
ALTERNATIVE SUMMARY  
ADJUDICATION**

Date: December 22, 2015  
Time: 9:30 a.m.  
Dept.: 501  
Judge: Hon. Ronald E. Quidachay

Action Filed: December 30, 2014  
Trial Date: January 25, 2016

20  
21  
22 I, Michel Bechirian, declare as follows:

23 1. I am an individual over the age of 18. I have personal knowledge of the  
24 following facts discussed below and would testify truthfully thereto if called to do so.

25 2. I have lived at 678 Page Street, San Francisco, California on a full time basis for  
26 approximately 12 years. My residence is located two floors directly above to 670 Page Street,  
27 which is Iris Canada's unit. 678 Page Street is my full time and only residence.  
28

-1-  
DECLARATION OF MICHEL BECHIRIAN

1           3.     When I first moved to 678 Page Street I would typically see Iris Canada  
2 approximately 3-4 times per week on a regular basis. This continued for approximately 9  
3 years. Our interactions typically involved neighborly chitchat, asking after her relatives and  
4 church friends, I would sometimes bring Iris fresh produce from the farmer's market and Iris  
5 Canada would also share stories with me about her youth. During the first few years of our  
6 interaction, I would see Iris Canada venturing out with elderly relatives, typically to church on  
7 Sundays.  
8

9           4.     Over the 9 years that I have known Iris Canada, I have been invited and entered  
10 her apartment on numerous occasions, typically to help her with small jobs, such as changing  
11 light bulbs and smoke detector batteries.  
12

13           5.     Beginning in the summer of 2012 I stopped seeing Iris Canada on a regular  
14 basis. The last time I recall seeing Iris Canada living at her apartment was approximately June  
15 2012. Since that time I have only seen Iris Canada at the building on two occasions, once in  
16 late 2014 and another time on January 31, 2015. On both occasions Iris was accompanied by  
17 someone I now know to be a relative. On the first occasion the relative, her niece, opened the  
18 door to Iris's apartment and both went inside for a short time before leaving together. The  
19 niece closed and locked the apartment door. I tried to talk with Iris – to ask after her health and  
20 well-being, but was discouraged by the niece. Between the first time I saw Iris Canada and the  
21 niece together and the second time, the locks on unit 670 were changed. This became apparent  
22 when a San Francisco city electrical inspector could not be given access to the apartment using  
23 the original emergency access key. As a result the owner Peter Owens notified Iris the locks  
24 would be changed back to allow for emergency access. The second time I saw Iris Canada, the  
25 niece opened the street door and attempted to open the door to Iris apartment. When the niece  
26  
27  
28

1 realized the locks had been changed back she called the police. The police instructed the niece  
2 not to interfere with the new locks. After the police left the premises the niece called a  
3 locksmith and had the locks changed again. For several hours Iris Canada was sitting in the  
4 niece's car on a cold night. At some point later that night, Iris Canada was observed being  
5 served court papers. Besides these two recent episodes, I have not seen Iris Canada at the  
6 building or 670 Page Street since the summer of 2012.  
7

8 6. During the time since I first moved into 678 Page Street I would see where Iris  
9 Canada's mail was delivered on a regular basis. Iris Canada would often listen for the building  
10 front door to open, or at least that is what I suspected. Iris Canada would then open her  
11 apartment door and when she saw me we would make small chat for a few minutes. I would  
12 often ask her if she would like me to collect her mail for her because the stairs gave her  
13 difficulty. Since the summer of 2012 I believe that her mail has been redirected. On at least  
14 two or three separate occasions I have seen packages from a medical delivery company remain  
15 on her doorstep for months before they were removed.  
16

17 7. For several years before 2012 San Francisco Social Services would deliver  
18 prepared meals for Iris Canada (her gas stove had been discontinued earlier due to safety  
19 concerns). Meal packages would be delivered to her door. Sometimes these would remain on  
20 Iris's doorstep until the late evening when she would retrieve them. Iris would routinely leave  
21 the remaining food packages on her doorstep for pick-up by Social Services. Shortly after June  
22 2012 the food service stopped. I can only imagine someone contacted the city to suspend or  
23 stop the service.  
24

25 8. On a regular basis I would see the light of Iris Canada's living room turn on  
26 around dusk. Since approximately June 2012 I have not seen the lights switch on or off at Iris  
27  
28

1 Canada's residence. After I saw Iris in January 2015 the hall light, and a light in a bedroom has  
2 remained on. The lights are not switched off at daylight or switched on at dusk.

3 9. During my time living at 678 Page Street I would hear typical residential sounds  
4 coming from Iris Canada's residence, not limited to television, radio, alarm clocks, and talking,  
5 on a regular basis. I would normally hear the radio and television daily and would also hear  
6 the telephone ring. I have not heard any sounds coming from the residence since June 2012  
7 that would evidence that Iris Canada, or anyone else, was present or living at her residence.  
8

9 10. The furnace for 670 Page Street, Iris Canada's residence is located in a shared  
10 garage in our building. Iris Canada's furnace would typically and constantly cycle on and off,  
11 as furnaces are designed to do. I have not observed or seen any evidence that Iris Canada's  
12 furnace has cycled on in over 2 years.  
13

14 11. I first realized I had not seen Iris Canada for some time in June 2012. Because I  
15 would typically see her on a daily basis, after a few days of not seeing her, I became concerned  
16 for her well being and asked my neighbors if they had seen her, to which none had. I discussed  
17 my concerns in greater detail with one neighbor, Chris Beahn, and we agreed that based on our  
18 shared concerns for her health and well being, we should check on her, and if necessary, enter  
19 her apartment to perform a check on welfare by using the emergency keys, which we have for  
20 such situations. Repeatedly over the course of several hours, Chris Beahn and I knocked on  
21 the front door, used the door buzzer and called out to Iris. When it was apparent Iris was not in  
22 the apartment or unable to respond we opened the door using the emergency key and before  
23 entering first announced ourselves as Michel and Chris her neighbors. When there was no  
24 response and we could not hear any movement, Chris and I entered the unit. On entering the  
25  
26  
27  
28

1 apartment we saw rotting food, trash, roaches, and both dead and dying vermin caught in traps.

2 There was no sign of Iris Canada.

3 12. In mid-July of 2012 relatives of Iris Canada arranged for exterminators to come  
4 to the apartment and address the infestation. Cleaners were hired to deal with the trash, and  
5 multiple refuse sacks were filled and removed from the apartment. I have no knowledge of Iris  
6 Canada returning to the residence since that time.

8 13. The gas to the stove in Iris Canada's apartment was disconnected several years  
9 ago because of the fire hazard presented by the continued vacancy at the apartment.

10 14. Approximately December 15, 2014 I began hearing a low battery smoke  
11 detector signal ringing, which I was able to determine was coming from Iris Canada's  
12 apartment. That signal went on for approximately five weeks. At no point was there any  
13 interruption of the low battery signal until January 21, 2015.

15 15. On January 24, 2015 I observed an envelope posted on Iris Canada's door at  
16 670 Page Street. The envelope remained there, undisturbed, until January 31, 2015.

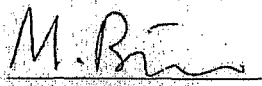
18 16. I recall Iris Canada coming to the residence on January 31, 2015 with someone I  
19 understood to be her niece. I met Iris Canada and her niece outside the building, along with  
20 several other neighbors and Iris Canada appeared disoriented and unsure of what was  
21 happening around her.

22 17. Based on my having lived at 678 Page Street for almost 12 years, and having  
23 observed the comings and goings, sounds, and general neighborly observations on an almost  
24 daily basis, I am firmly convinced that Iris Canada has not resided at her residence since  
25 approximately June 2012.  
26  
27  
28

ZACKS & FREEDMAN, P.C.  
235 MONTGOMERY STREET, SUITE 400  
SAN FRANCISCO, CALIFORNIA 94104

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

3  
4 DATED: October 2, 2015

5   
6 Michel Bechirian

7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
FAXED

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**SAN FRANCISCO BOARD OF SUPERVISORS**

ALEXANDER APKE, et al.,

Appellants,

vs.

SAN FRANCISCO DEPARTMENT OF  
PUBLIC WORKS,

Respondent.

**DECLARATION OF PETER OWENS IN  
SUPPORT OF CONDOMINIUM  
CONVERSION SUBDIVISION APPEAL**

Case No.: 2017-013609CND  
Project Address: 668-678 Page Street, San  
Francisco  
Hearing Date: April 23, 2018

1 I, Peter Owens, declare as follows:

2 1. I am over the age of 18 and am one of the appellants in this appeal. I make  
3 this declaration based on facts personally known to me, except as to those facts stated on  
4 information and belief, which facts I believe to be true, and, if called as a witness, could  
5 and would testify competently thereto.

6 2. I am one of the applicants in this appeal. I purchased 668-678 Page Street,  
7 San Francisco (the "Subject Property"), in 2002.

8 3. I make this declaration to outline my communications with San Francisco  
9 Planning Commission staff regarding Iris Canada during the condominium application  
10 process for the Subject Property (the "Application").

11 4. The Application was submitted in September 2017. I was in contact with  
12 Planning Commission staff regarding the Application over the month of December  
13 2017.

14 5. The staff planner assigned to the Application was David Weissglass.

15 6. I was aware that the Housing Rights Committee ("HRC") intended to  
16 oppose the Application, based on posts the HRC had made on their website and social  
17 media. I thought it was likely the HRC would ask for the Application to be placed on the  
18 Planning Commission's deliberative agenda rather than the consent agenda.

19 7. On or around December 15, 2017, I telephoned Mr. Weissglass to discuss  
20 the HRC's claims that an eviction of a protected tenant had occurred, and to ascertain  
21 whether the Planning Commission needed further information from us in relation to this  
22 claim.

23 8. During this conversation I told Mr. Weissglass about the background to the  
24 Subject Property, including the fact that Ms. Canada was an owner of record and not a  
25 tenant. I explained that the apartment had been unoccupied since Ms. Canada moved to  
26 live with family in Oakland in 2012.

27

28

1           9.     Mr. Weissglass indicated that his job was not to adjudicate the issues  
2 raised by the HRC, but to ensure that all parties had a fair chance to be heard by the  
3 Commission.

4           10.    On or around December 18, 2017, the HRC wrote to the Planning  
5 Commission asking the Planning Commission to take the Application off the consent  
6 agenda. The HRC asserted that issues regarding Ms. Canada's alleged eviction should be  
7 discussed on the regular calendar. A true and correct copy of the HRC's letter is attached  
8 hereto as **Exhibit A**.

9           11.    On or around December 20, 2017, I called Mr. Weissglass with questions  
10 about how to submit additional information to respond to the HRC's claims.

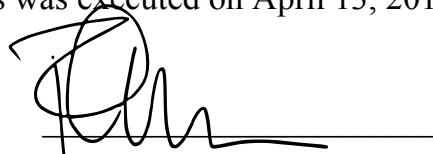
11           12.    Following our conversation, on December 21, 2017, Mr. Weissglass  
12 emailed my counsel and me, to advise us how we could submit further materials for  
13 inclusion with the Staff Report. He advised that the requests of certain groups to take the  
14 matter off the consent calendar were not sufficient evidence to change the staff  
15 recommendation, which was to approve of the Application. A true and correct copy of  
16 this email is attached hereto as **Exhibit B**. In response to this email, my counsel  
17 prepared the letter and exhibits dated January 2, 2018, which were submitted to Planning  
18 Commission and were attached to this appeal as Exhibit A.

19           13.    I have never attempted to hide, or mislead City agency staff about, the  
20 controversy regarding Ms. Canada's occupancy of 670 Page Street. On the contrary, I  
21 contacted Mr. Weissglass in advance of his report and in advance of the first hearing of  
22 the Application by the Planning Commission, in order to ensure he was apprised of all  
23 potential issues related to the Subject Property.

24           14.    I signed the Application that described 670 Page Street, San Francisco as  
25 "vacant" from November 2012 to 2017, because Ms. Canada was not living there during  
26 this time period. In signing the Application for Condominium Conversion, I did not  
27 intend to, and did not, submit incorrect information in order to mislead or misdirect City  
28 staff.

1           15. In the Planning Commission's Motion No. 20132 dated March 8, 2018,  
2 Finding 6.a. alleges Ms. Canada was displaced from her unit in February 10, 2017  
3 because she was unable to pay court-ordered attorney's fees. This is incorrect. Contrary  
4 to demanding payment, we offered to waive all attorney fees and set aside the judgment  
5 terminating her life estate to allow Ms. Canada to return to the unit, in exchange for her  
6 cooperating with our proposed condominium conversion. This offer was made at a Court  
7 hearing in April 2016, which I attended via telephone, and again in a letter I sent Ms.  
8 Canada on June 30, 2016 (a true and correct copy of that letter's content is set out in  
9 BOS Exhibit 2, page 9). Ms. Canada declined these offers.

10  
11           I declare under penalty of perjury under the laws of the State of California that  
12 the foregoing is true and correct, and that this was executed on April 13, 2018.

13  
14  
15             
16 Peter Owens  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

# **EXHIBIT A**



David Weissglass  
Planning Department  
1650 Mission Street, Suite 400  
SF, CA 94103

December 18, 2017

Dear Mr. Weissglass:

I am writing to express the opposition of Housing Rights Committee to the 668-678 Page St. condo conversion item being on the Planning Commission's January 11, 2018 consent calendar. We believe it should be on the regular calendar with standard deliberation. We feel there are important issues to be discussed regarding this conversion, such as the eviction of 100-year-old Iris Canada, who lived in apartment 2 and died shortly after her eviction. These issues should be addressed at a hearing on the regular calendar.



I know that our reason for opposing this project is not to be argued at this point, so this is simply a request for the item to be pulled from the consent calendar on January 11, 2018.

Thank you.

Sincerely,

Tommi Avicolti Mecca  
Housing Rights Committee  
(415) 703-8634

# **EXHIBIT B**

From: **Weissglass, David (CPC)** david.weissglass@sfgov.org    
Subject: FW: 668 Page St.  
Date: December 21, 2017 at 11:25 AM  
To: emblidge@mosconelaw.com, owensradisch@gmail.com  
Cc: Condominium Conversion condoconversion@andysirkin.com, andy@andysirkin.com



Good morning Peter, thanks for your message.

Below is the email I sent Rosemarie yesterday. I apologize that the date of the email is a few days ago, I wanted to speak with my supervisor first to determine how to handle the case. Attached you'll find a copy of the email from Senior & Disability Action as well as the Letter from Housing Rights Committee.

Scott, I also received your message, and I'll relay to you the message that I gave Rosemarie. You may submit documents for inclusion in the staff report until **next Friday, December 29<sup>th</sup>**. I will indeed be including these two messages in the staff report, but as you see, they don't go into much detail regarding their arguments or the case they plan to be making; they are simply requesting it be taken off the consent calendar. As such, whatever information you would like to submit for the staff report is completely up to you. You are welcome to submit as many materials as you'd like that you feel make your case, or none at all. The Commission is careful to take all matters into consideration and do not make decisions prior to deliberation. As such, even if you do not submit any materials to the staff report before the deadline above, you will still have ample opportunity to present any materials you'd like at the hearing itself.

Further, as I explained to Rosemarie over the phone, missing this December 29<sup>th</sup> deadline is not the end of the world, nor does it render additional materials "ineligible" as evidence, for lack of a better term. The main reason this December 29<sup>th</sup> deadline exists is really logistical; we like to give Commissioners ample time to read long staff reports for a few days before the hearing itself. However, in making their decisions, Commissioners are careful to weigh all input, whether this input is provided in the staff report or at the hearing itself. This is all to say that your strategy in terms of how you'd like to make your case is really up to you; I don't believe there is a "wrong" or a "right" way to go about it.

I don't know all of the details of the situation, and therefore my role in this case is to simply ensure that protocol is followed and allow all stakeholders the opportunity to make their case. While the Department does make a recommendation in the staff report, the Commissioners are aware that this recommendation is only based upon the information that we have at the point the staff report is published. As it relates to this case, all I know is that there are some groups requesting that the item be taken off the consent calendar. This is not enough evidence to change our staff recommendation, which is approval of the condo conversion. That said, the Commissioners will take all information into account at the hearing, and the Commissioners are free to vote based on the facts that they see, whether or not they are in line with staff's previous recommendation.

I apologize for the lengthy email, but I do know this case is important to you and I hope this has cleared some things up. I will be out tomorrow, and next Monday through Wednesday. I will return next Thursday, Dec. 28<sup>th</sup>. If you have any questions, please feel free to leave me an email or a voicemail and I'll do my best to get back to you ASAP upon my return. Scott, if you'd still like to speak. I should be in the office for the rest of the day with a brief break for lunch, so feel free to call if you'd like.

Thank you!

**David Weissglass, Assistant Planner**  
**Northwest Team, Current Planning Division**  
San Francisco Planning Department  
1650 Mission Street, Suite 400, San Francisco, CA 94103  
Direct: 415.575.9177 | [www.sfplanning.org](http://www.sfplanning.org)  
[San Francisco Property Information Map](#)

---

**From:** Weissglass, David (CPC)  
**Sent:** Wednesday, December 20, 2017 4:59 PM  
**To:** 'Condominium Conversion'  
**Subject:** 668 Page St.

Hi Rosemarie,

I just left you a message but I've received some input from a few groups requesting that we take this

case off the consent calendar for January 11<sup>th</sup>, so it's starting to look like we are going to take this item off the consent calendar and put it on the regular calendar. I've gotten an email from a member on behalf of "Senior and Disability Action" as well as a letter from the "Housing Rights Committee." I hope to speak with you tomorrow regarding this proposal if you'll be in the office. I will be out of the office this Friday and next Monday, Tuesday, and Wednesday. I'll return Thursday, Dec. 28<sup>th</sup>.

Thanks!

**David Weissglass, Assistant Planner  
Northwest Team, Current Planning Division**

San Francisco Planning Department  
1650 Mission Street, Suite 400, San Francisco, CA 94103  
Direct: 415.575.9177 | [www.sfplanning.org](http://www.sfplanning.org)  
[San Francisco Property Information Map](#)



Mail Attachment



David Weissglass  
Planning Department  
1650 Mission Street, Suite 400  
SF, CA 94103

December 18, 2017

Dear Mr. Weissglass:

I am writing to express the opposition of Housing Rights Committee to the 668-678 Page St. condo conversion item being on the Planning Commission's January 11, 2018 consent calendar. We believe it should be on the regular calendar with standard deliberation. We feel there are important issues to be discussed regarding this conversion, such as the eviction of 100-year-old Iris Canada, who lived in apartment 2 and died shortly after her eviction. These issues should be addressed at a hearing on the regular calendar.

I know that our reason for opposing this project is not to be argued at this point, so this is simply a request for the item to be pulled from the consent calendar on January 11, 2018.

Thank you.

Sincerely,

A handwritten signature in cursive script, reading "Tommi Avicolli Mecca".

Tommi Avicolli Mecca  
Housing Rights Committee  
(415) 703-8634

1663 Mission, Suite 504, SF CA 94103 415-703-8634 [www.hrcsf.org](http://www.hrcsf.org)

Fighting for tenants rights since 1979



# SAN FRANCISCO PLANNING DEPARTMENT

---

## Condominium Conversion Subdivision Appeal 668-678 Page Street

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

Reception:  
**415.558.6378**

Fax:  
**415.558.6409**

Planning  
Information:  
**415.558.6377**

**DATE:** April 16, 2018  
**TO:** Angela Calvillo, Clerk of the Board of Supervisors  
**FROM:** John Rahaim, Planning Director – Planning Department (415) 558-6411  
David Weissglass, Case Planner – Planning Department (415) 575-9177  
**RE:** File No. 180298, Planning Case No. 2017-013609CND - Appeal of the  
disapproval of Condominium Conversion Subdivision for 668-678 Page Street  
**HEARING DATE:** April 24, 2018  
**ATTACHMENTS:**  
A. Commission Packet (inc. Discretionary Review Application 2012.0909D)  
B. Planning Commission Motion No. 20132  
C. Condominium Conversion Application Form 1  
  
**PROJECT SPONSOR:** Rosemarie MacGuinness, 388 Market St., Suite 1300, San Francisco, CA 94111  
**APPELLANT:** Alexander Apke, representative of 668-678 Page Street TIC Group, 668-678 Page  
Street, San Francisco, CA 94116

---

### INTRODUCTION

This memorandum and the attached documents are a response to the letter of appeal ("Appeal Letter") to the Board of Supervisors (the "Board") regarding the Public Works ("PW") March 28, 2018 disapproval of the application for Condominium Conversion Subdivision. The application for Condominium Conversion Subdivision was filed with DPW on September 25, 2017, and referred to the Planning Department (the "Department") for review on October 23, 2017. On March 8, 2018, the Planning Commission ("Commission") disapproved the application for Condominium Conversion Subdivision under the General Plan and Subdivision Code Sections 1386 and 1396.4 which would have allowed the conversion of a three-story-over-garage, six-unit building into residential condominiums in an RH-3 (Residential-House, Three Family) Zoning District and a 40-X Height and Bulk District ("the Project").

This response addresses the appeal ("Appeal Letter") to the Board filed on March 29, 2018 by Alexander Apke, member and representative of the 668-678 Page Street TIC group. The Appeal Letter referenced the proposed project in Case No. 2017-013609CND.

The decision before the Board is whether to uphold or overturn the Department of Public Works' disapproval of the Condominium Conversion Subdivision, which was informed by the Planning Commission's disapproval of the same matter.

### SITE DESCRIPTION & PRESENT USE

The subject property is located on the north side of Page Street, between Steiner and Fillmore Streets, within the RH-3 (Residential-House, Three Family) District and 40-X Height and Bulk District. The

Property has a three-story-over-garage residential building, containing six residential dwelling units. The building was built circa 1907.

## PROJECT DESCRIPTION

The project proposes to convert a three-story-over-garage, six-unit building into residential condominiums. No alterations to the building are proposed other than those that result from the Department of Building Inspection's Physical Inspection Report. The Subdivision Code requires that the Planning Commission hold a public hearing to review condominium conversion subdivisions containing five to six residential units for consistency with the General Plan and Subdivision Code Section 1386.

## BACKGROUND & RELEVANT CHRONOLOGY

The project sponsor submitted an application for Condominium Conversion Subdivision to the Department of Public Works, Bureau of Street Use and Mapping, on September 25, 2017. The referral was routed to the Planning Department for review on October 23, 2017.

At a January 11, 2018, Planning Commission hearing, the project sponsor sought approval of the proposed Condominium Conversion Subdivision. At the public hearing, a number of speakers gave public comment regarding the case of Iris Canada, an elderly occupant of one of the building's units whose possessions were removed from her unit by the Sheriff's Department on February 10, 2017. The project sponsor stated that Ms. Canada was granted a Life Estate in 2005, allowing her to remain in her unit for the duration of her lifetime and occupancy, after which the property would return to the possession of the sponsor. The sponsor further stated that Ms. Canada ceased to live in the unit permanently in 2012, therefore breaking the terms of the Life Estate. The sponsor stated that after his attempts to contact Ms. Canada and restore her Life Estate were unsuccessful, he filed motions in court to obtain possession of the unit, and the court initially granted the sponsor's request. However, upon appeal, the Superior Court of California granted Ms. Canada relief and allowed her to remain in the unit, but required that she pay Plaintiffs' attorney fees. Ms. Canada was unable to make such payment, and was thereafter displaced from 670 Page Street on February 10, 2017, when her items were removed from the unit by a San Francisco County Sheriff and the locks were changed.

Although Planning Department staff initially recommended that the Commission approve the Project, the Commission, after closing the public hearing, moved to continue the project to the February 1, 2018 public hearing with an intent to disapprove the case. The Commission continued the item again to March 8, 2018.

At the public hearing on March 8, 2018, the Commission voted unanimously to disapprove the application and thus disallow the conversion of the units to residential condominiums based on the subdivision's inconsistency with the General Plan and violations of Subdivision Code Section 1386..

## CONDOMINIUM CONVERSION SUBDIVISION REQUIREMENTS

Section 1396.4, Article 9 of the Subdivision Code of the City and County of San Francisco sets forth the following rules and regulations for condominium conversions:

- B. The following categories of buildings may be converted to condominiums:

The Subdivision Code requires that the Planning Commission hold a public hearing to review condominium conversion subdivisions containing five to six units for consistency with the General Plan and certain provisions of the Subdivision Code.

Subdivision Code Section 1386 requires that the Planning Commission disapprove the Tentative Map if it determines that: (i) vacancies in the project have been increased, (ii) elderly or permanently disabled tenants have been displaced or discriminated against in leasing units, (iii) evictions have occurred for the purpose of preparing the building for conversion, or (iv) the subdivider has knowingly submitted incorrect information (to mislead or misdirect efforts by agencies of the City in the administration of the Subdivision Code). In the evaluation of displacement of elderly tenants, the Commission shall consider any such displacements over the preceding three years and the reasons for the displacement.

## BASIS FOR PLANNING COMMISSION DECISION

The Commission found that this application was on balance inconsistent with the General Plan. The Commission also found that the subdivision violated Subdivision Code Section 1386 for four separate and independent reasons: (i) vacancies in the project were increased, (ii) an elderly tenant had been displaced from her unit within three years preceding the application date, (iii) an eviction or its equivalent occurred for purposes of preparing the building for conversions; and (iv) the subdivider had knowingly submitted incorrect information.

## APPELLANT ISSUES AND PLANNING DEPARTMENT RESPONSES

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

**Issue 1:** The Appellant contends that the Planning Commission’s decision was improper due to its failure to fully consider the facts of the case and the applicable law.

**Response 1:** The Commission found that the Project was inconsistent with the requirements set forth in Section 1386, Article 9 of the Subdivision Code and was, on balance, inconsistent with the Objectives and Policies of the General Plan. We include a summary of the major findings below. For more detailed analysis, please refer to the Planning Department staff report and Planning Commission motion on this subdivision, which are incorporated herein by reference.

1. With respect to Subdivision Code Section 1386:
  - a. Vacancies were increased on the property as a result of the forced removal of Ms. Canada's items from her unit.
  - b. Iris Canada was an elderly woman who had resided at 670 Page Street for a number of years before her possessions were removed by the Sheriff's Office on February 10, 2017. After reaching an agreement in which Ms. Canada was granted a Life Estate in 2005, the subdivider alleged in 2016 that Ms. Canada had broken the terms of the Life Estate by failing to permanently reside at 670 Page Street after 2012, and moved to regain possession of the unit. The court initially ordered that she vacate the unit. Later that year, The Superior Court of California granted Ms. Canada relief and allowed her to remain in the unit, but required that she pay Plaintiffs' attorney fees. Ms. Canada was unable to make such payment, and was thereafter displaced from 670 Page Street on February 10, 2017, when her items were removed from the unit by a San Francisco County Sheriff and the locks were changed.
  - c. Iris Canada's displacement occurred on February 10, 2017 for the purpose of preparing the building for conversion. While the Rent Board determined that this was not a "no-fault" eviction, the Planning Commission is permitted to consider this information as part of its review of the application and as provided in Subdivision Code Section 1386. The initial Notice to Vacate issued by the Sheriff's Department specifically notes that 670 Page Street is the "Eviction Address."
  - d. The subdivider submitted incorrect information to the City. A Discretionary Review application (Case Number 2012.0909D) was filed with the Planning Department on July 2, 2014 by the occupant of 678 Page Street in objection to a development proposed for an adjacent lot. The application specifically mentions Iris Canada as the current occupant of 670 Page Street. This information is inconsistent with the building history listed on "Form 1" of the subdivider's application to the Department of Public Works, which states that 670 Page Street was "vacant" from November 2012-January 2017. There is evidence in the form of this Discretionary Review application clearly stating that Ms. Canada resided in the unit at 670 Page Street, including photos showing that she continued to reside in the unit until February 10, 2017.

2. With respect to specific Objectives and Policies of the General Plan:

**OBJECTIVE 2:**

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

**Policy 2.4:**

Promote improvements and continued maintenance to existing units to ensure long term habitation and safety.

**OBJECTIVE 3:**

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

**Policy 3.3:**

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

Property owners are required to correct outstanding code violations identified in a Physical Inspection Report issued by the Department of Building Inspection (DBI). All work must be completed and a DBI Certificate of Final Completion must be issued prior to DPW approval. Conversions of rental stock to condominiums can help achieve affordable homeownership, providing a category of housing stock for moderate income housing needs. Property owners must achieve this conversion through one of the City's conversion programs, such as the Expedited Conversion Program. The Expedited Conversion Program allows property owners to apply to convert their units into condominiums provided they adhere to the strict standards of the program, including but not limited to restrictions on displacement of or discrimination against elderly or permanently disabled tenants, evicting tenants for the purposes of preparing the property for conversion, and providing incorrect or incomplete information in application documents. By increasing vacancies in the building, displacing an elderly tenant, having an eviction or its equivalent occur for the purpose of preparing the building for conversion and submitting incorrect or incomplete information, the subdivider has failed to achieve the standards set for such conversion. Therefore, this project does not meet the goals and objectives set forth above.

**Issue 2:** The Appellant contends that the application was accurate and truthful.

**Response 2:** As discussed in the Planning Department's response to Issue 1(c), the aforementioned Discretionary Review application identifies Iris Canada as the current occupant of 670 Page Street, while the building history listed on "Form 1" of the subdivider's application to DPW states that 670 Page Street was "vacant" from November 2012-January 2017.

## CONCLUSION

For the reasons stated above as well as elsewhere in the record, the Planning Department recommends that the Board uphold the Department of Public Work's decision to disapprove the Condominium Conversion Subdivision application for 668-678 Page Street and deny the Appellant's request for appeal.



# SAN FRANCISCO PLANNING DEPARTMENT

---

## Memo to the Planning Commission

HEARING DATE: MARCH 8, 2018  
Continued from the January 11, 2018 Hearing

*Date:* March 1, 2018  
*Case No.:* **2017-013609CND**  
*Project Address:* **668-678 PAGE STREET**  
*Zoning:* RH-3 (Residential-House, Three Family) District  
40-X Height and Bulk District  
*Block/Lot:* 0843 / 015  
*Project Sponsor:* Rosemarie MacGuinness  
388 Market Street, Suite 1300  
San Francisco, CA 94111  
*Staff Contact:* David Weissglass – (415) 575-9177  
[david.weissglass@sfgov.org](mailto:david.weissglass@sfgov.org)  
*Recommendation:* **Disapproval**

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

Reception:  
**415.558.6378**

Fax:  
**415.558.6409**

Planning  
Information:  
**415.558.6377**

### BACKGROUND

At the January 11, 2018 Planning Commission hearing, the project sponsor sought approval of a Condominium Conversion Subdivision of a three-story-over-garage, six-unit building within a RH-3 (Residential-House, Three Family) Zoning District and a 40-X Height and Bulk District. The subject building is considered a legal use as the Report of Residential Building Record indicates that the legal authorized occupancy and use is a six-unit dwelling. Although Department staff recommended that the Commission approve the Project, after the public hearing had closed the Commission moved to continue the project to the February 1, 2018 public hearing with an intent to disapprove the case per Subdivision Code Sections 1386 and 1396. At the February 1, 2018 hearing, the case was further continued to the March 8, 2018 public hearing.

At the public hearing on January 11, 2018, a number of speakers gave public comment regarding the case of Iris Canada, an elderly occupant of one of the building's units who was removed from the unit on February 10, 2017. The project sponsor alleged that Ms. Canada was granted a Life Estate in 2005, allowing her to remain in her unit for the duration of her lifetime, after which the property would return to the possession of the sponsor. The sponsor further alleged that Ms. Canada ceased to live in the unit permanently in 2012, therefore breaking the terms of the Life Estate. The sponsor claims that after his attempts to contact Ms. Canada and restore her Life Estate were not received, he moved to obtain possession of the unit, which was granted in court.

The majority of speakers at the hearing were opposed to the request, claiming that Ms. Canada did not break the terms of her Life Estate and continued to live in her unit until her removal on February 10, 2017. Many of the speakers alleged that the sponsors unlawfully evicted Iris Canada from her unit in preparation for the Condominium Conversion and as a result the Project should be denied for its inconsistency with the goals of the General Plan as well as the Subdivision Code. At the January 11, 2018

hearing, the Commission and Department staff were made aware of additional documents and details regarding the legal battle.

## **CURRENT PROPOSAL**

The proposal of a Condominium Conversion Subdivision remains. However, per the Planning Commission's motion at the January 11, 2018 public hearing and given the introduction of new information regarding the Project, Department staff now recommend that the Commission disapprove the Project.

## **REQUIRED COMMISSION ACTION**

In order for the project to proceed, the Commission must disapprove the request for a Condominium Conversion Subdivision per Subdivision Code Sections 1386 and 1396.

## **BASIS FOR RECOMMENDATION**

- The project is inconsistent with the requirements set for the in Section 1386 of the San Francisco Subdivision Code.
- The project is inconsistent with the Objectives and Policies of the General Plan.
- The Project does not comply with the eight priority-planning policies set forth in Planning Code Section 101.1(b).

<b>RECOMMENDATION:</b> <b>Disapproval</b>
---

### **Attachments:**

Draft Motion

Exhibits

Project Sponsor Submittal

2012.0909D Discretionary Review application

June 2016 Superior Court order of attorneys' fees



# SAN FRANCISCO PLANNING DEPARTMENT

*Subject to: (Select only if applicable)*

- |  |  |
|--|--|
| <input type="checkbox"/> Affordable Housing (Sec. 415)           | <input type="checkbox"/> First Source Hiring (Admin. Code) |
| <input type="checkbox"/> Jobs Housing Linkage Program (Sec. 413) | <input type="checkbox"/> Child Care Requirement (Sec. 414) |
| <input type="checkbox"/> Downtown Park Fee (Sec. 412)            | <input type="checkbox"/> Other                             |

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

Reception:  
**415.558.6378**

Fax:  
**415.558.6409**

Planning  
Information:  
**415.558.6377**

## Planning Commission Draft Motion

HEARING DATE: MARCH 8, 2018

*Date:* March 1, 2018  
*Case No.:* **2017-013609CND**  
*Project Address:* **668-678 PAGE STREET**  
*Zoning:* RH-3 (Residential-House, Three Family) District  
40-X Height and Bulk District  
*Block/Lot:* 0843 / 015  
*Project Sponsor:* Rosemarie MacGuinness  
388 Market Street, Suite 1300  
San Francisco, CA 94111  
*Staff Contact:* David Weissglass – (415) 575-9177  
[david.weissglass@sfgov.org](mailto:david.weissglass@sfgov.org)  
*Recommendation:* **Disapproval**

**ADOPTING FINDINGS RELATING TO THE DISAPPROVAL OF A CONDOMINIUM CONVERSION SUBDIVISION OF A THREE-STORY-OVER-GARAGE, SIX-UNIT BUILDING INTO RESIDENTIAL CONDOMINIUMS, PURSUANT TO THE GENERAL PLAN AND SUBDIVISION CODE SECTIONS 1386 AND 1396, WITHIN A RH-3 (RESIDENTIAL-HOUSE, THREE FAMILY) ZONING DISTRICT AND A 40-X HEIGHT AND BULK DISTRICT.**

### PREAMBLE

On September 25, 2017, Rosemarie MacGuinness (hereinafter "Project Sponsor") filed an application with the Department of Public Works, Bureau of Street Use and Mapping for Planning Department review to allow the Condominium Conversion Subdivision of a three-story-over-garage, six-unit building into residential condominiums within a RH-3 (Residential-House, Three Family) Zoning District and a 40-X Height and Bulk District. The subject building is considered a legal use as the Report of Residential Building Record indicates that the legal authorized occupancy and use is a six-unit dwelling.

On January 11, 2018, the San Francisco Planning Commission (hereinafter "Commission") conducted a duly noticed public hearing at a regularly scheduled meeting on Condominium Conversion Subdivision Application No. 2017-013609CND. At the hearing, the Project was presented to the Commission, public

testimony was heard, and after consideration, the Commission adopted a motion of intent to deny the project and continued the matter to February 1, 2018. At the February 1, 2018 hearing, the Commission further continued the matter to March 8, 2018.

Section 1396, Article 9 of the Subdivision Code of the City and County of San Francisco sets forth the following rules and regulations for condominium conversions:

- A. Units may be converted to condominiums so long as they meet the requirements of the Expedited Conversion Program per the Subdivision Code. An exception is provided for two-unit buildings where both units are owner-occupied for one year.
- B. The following categories of buildings may be converted to condominiums:
  - i. Buildings consisting of four units or less in which at least one of the units has been occupied continuously by one of the owners of record for five years prior to the date of application for conversion.
  - ii. Buildings consisting of six units or less in which at least three of the units have been occupied continuously by three of the owners of record for five years prior to the date of application for conversion.

The Subdivision Code requires that the Planning Commission hold a public hearing to review condominium conversion subdivisions containing five to six units for consistency with the General Plan where at least one unit is residential. The Code calls for a sales program which promotes affirmative action in housing, a non-transferable tenant right of first-refusal to purchase the unit occupied by the tenant and various relocation requirements, including the right to a \$1,000 relocation payment.

The Subdivision Code further provides for a lifetime lease for all tenants aged 62 years or older and/or are permanently disabled, and requires that no less than 40 percent of the tenants either have signed Intent to Purchase forms or be in a position of accepting such a lifetime lease. The Code prohibits any increase in rents while the conversion application is pending before the City.

Section 1386, Article 9 of the Subdivision Code of the City and County of San Francisco requires that the Planning Commission disapprove the Tentative Map if it determines that vacancies in the project have been increased, elderly or permanently disabled tenants have been displaced or discriminated against in leasing units, evictions have occurred for the purpose of preparing the building for conversion, or the subdivider has knowingly submitted incorrect information.

The project was determined not to be a project under CEQA Guidelines Sections 15060(c) and 15378 because there is no direct or indirect physical change in the environment.

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

**MOVED**, that the Commission hereby disapproves the Condominium Conversion Subdivision requested in Application No. 2017-013609CND based on the following findings:

## **FINDINGS**

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

1. The above recitals are accurate and constitute findings of this Commission.
2. The applicant requests Planning Department review of a Condominium Conversion Subdivision Application to allow for the conversion of the multi-unit building.
3. As required by Section 1396 of the San Francisco Subdivision Code, at least three of the units have been owner occupied continuously by one or more of the owners of record for five years prior to the date of application for conversion.
4. Tenants in the subject building were notified of their right of first-refusal to purchase the unit they occupy, as required by the Subdivision Code, and of other rights to which they are entitled under provisions of the same Code.
5. A search of the Rent Board database did not show any tenant petitions or no-fault eviction notices filed with the Rent Board in the last 5 years. However, a San Francisco County Sheriff did remove the belongings of Iris Canada, an elderly woman occupying the unit at 670 Page Street, on February 10, 2017.
6. The Project is inconsistent with the requirements set forth in Section 1386, Article 9 of the San Francisco Subdivision Code, as follows:
  - a. Iris Canada was an elderly woman who had resided at 670 Page Street for a number of years before her displacement on February 10, 2017. After reaching an agreement in which Ms. Canada was granted a Life Estate in 2005, the subdivider alleged in 2016 that Ms. Canada had broken the terms of the Life Estate by failing to permanently reside at 670 Page Street and ordered that she vacate the unit. Later that year, The Superior Court of California granted Ms. Canada relief and allowed her to remain in the unit, but required that she pay Plaintiffs' attorney fees. Ms. Canada was unable to make such payment, and was thereafter displaced from 670 Page Street on February 10, 2017, when her items were removed from the unit by a San Francisco County Sheriff and the locks were changed.
  - b. Iris Canada's displacement occurred on February 10, 2017 for the purpose of preparing the building for conversion. While this was not a "no-fault" eviction as determined by the Rent Board, the Planning Commission may consider this information as part of its review

of the application and as provided in Subdivision Code Section 1386. The initial Notice to Vacate issued by the Sheriff's Department specifically notes that 670 Page Street is the "Eviction Address."

- c. The subdivider submitted incorrect information to the City and County of San Francisco. A Discretionary Review application (2012.0909D), filed with the Planning Department on July 2, 2014 by the occupant of 678 Page Street, specifically mentions Iris Canada as the current occupant of 670 Page Street. This information is inconsistent with the building history listed on "Form 1" of the subdivider's application to the Department of Public Works, which states that 670 Page Street was "vacant" from November 2012-January 2017.
  - d. While the Court may have determined that Ms. Canada was no longer entitled to a life estate under the specific terms of a private agreement, there is evidence showing that she continued to be a tenant of the unit until February 10, 2017.
7. On balance, the Project is inconsistent with the Objectives and Policies of the General Plan, as follows:

## HOUSING ELEMENT

### Objectives and Policies

#### OBJECTIVE 2:

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

#### Policy 2.4:

Promote improvements and continued maintenance to existing units to ensure long term habitation and safety.

*Property owners are required to correct outstanding code violations identified in a Physical Inspection Report issued by the Department of Building Inspection (DBI). All work must be completed and a DBI Certificate of Final Completion must be issued prior to DPW approval.*

#### OBJECTIVE 3:

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

#### Policy 3.3:

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

*Conversions of rental stock to condominiums can help achieve affordable homeownership, providing a category of housing stock for moderate income housing needs. Property owners must achieve this*

*conversion through one of the City's conversion programs, such as the Expedited Conversion Program, The Expedited Conversion Program allows property owners to apply to convert their units into condominiums provided they adhere to the strict standards of the program, including but not limited to restrictions on displacement of or discrimination against elderly or permanently disabled tenants, evicting tenants for the purposes of preparing the property for conversion, and providing incorrect or incomplete information in application documents. By displacing an elderly tenant for the purpose of preparing the building for conversion and submitting incorrect or incomplete information to the agencies of the City and County of San Francisco, the subdivider has failed to achieve the standards set for such conversion. Therefore, this project does not meet the goals of Policy 3.3.*

8. **Planning Code Section 101.1(b)** establishes eight priority-planning policies and requires review of permits for consistency with said policies. On balance, the project does not comply with said policies in that:

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

*The proposal would have no adverse effect upon existing neighborhood-serving retail uses as it is a change in form of residential tenure.*

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

*The proposal is a change in form of residential tenure and would not alter the existing housing and neighborhood character of the vicinity. However, the economic diversity of the neighborhood would likely be altered as a result of the Project, as a conversion of units from rental to ownership may affect who occupies the units, thus resulting in a less economically diverse neighborhood and City.*

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

*No housing would be removed for this project, but eviction of a long-term resident in order to convert to a higher value form of housing is not in keeping with the City's goal of maintaining affordable housing. While the maintaining of a certain class of housing available for ownership opportunity is important, the eviction of a long-term tenant does not satisfy the City's goals of protecting tenants of rental units or ensuring that more affordable rental units are available to residents.*

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

*The proposal is a change in form of residential tenure and would not affect public transit or neighborhood parking.*

- E. That a diverse economic base be maintained by protecting our industrial and service sectors from displacement due to commercial office development, and that future opportunities for resident employment and ownership in these sectors be enhanced.

*The proposal is a change in form of residential tenure and would not involve the industrial or service sectors of the City.*

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

*The proposal is subject to inspection by the Department of Building Inspection and will be required to make any code required repairs, including those related to life safety issues, prior to the recordation of the final condominium subdivision map.*

- G. That landmarks and historic buildings be preserved.

*The proposal is a change in form of residential tenure and would not affect landmarks or historic buildings.*

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

*The proposal is a change in form of residential tenure and would not affect public parks or open space.*

9. The Project is inconsistent with and would not promote the general and specific purposes of the Code provided under Section 101.1(b) in that, as designed and proposed, and given the actions of the subdividers, the Project would not contribute to the character and stability of the neighborhood and would not constitute a beneficial development.
10. The Commission hereby finds that approval of the Condominium Conversion Subdivision would not promote the health, safety and welfare of the City.

## DECISION

That based upon the Record, the submissions by the Applicant, Department staff and other interested parties, the oral testimony presented to this Commission at the public hearings and all other written materials submitted by all parties, the Commission hereby **DISAPPROVES Condominium Conversion Subdivision Application No. 2017-013609CND**.

I hereby certify that the Planning Commission ADOPTED the foregoing Motion on March 8, 2018, 2018.

Jonas Ionin  
Commission Secretary

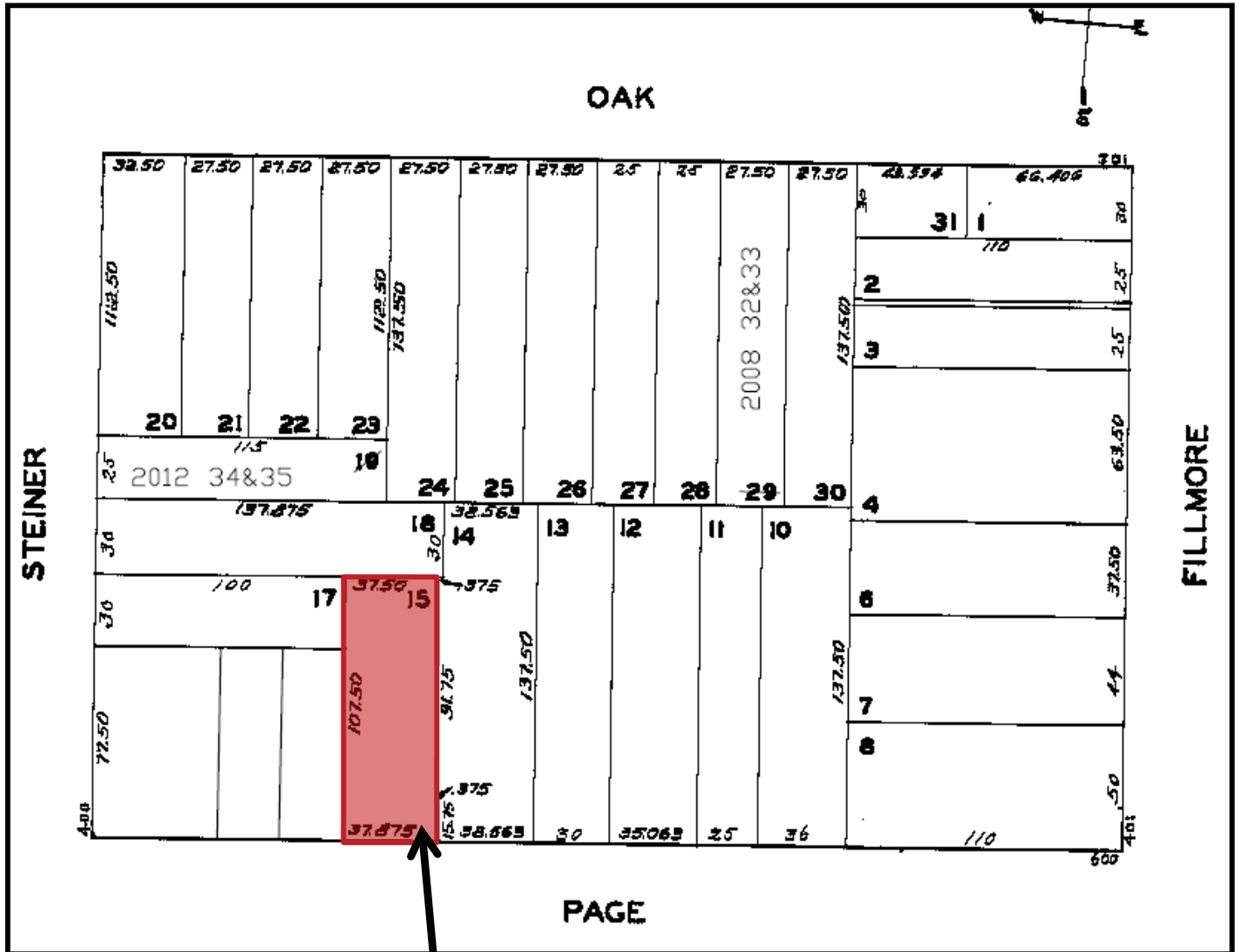
AYES:

NAYS:

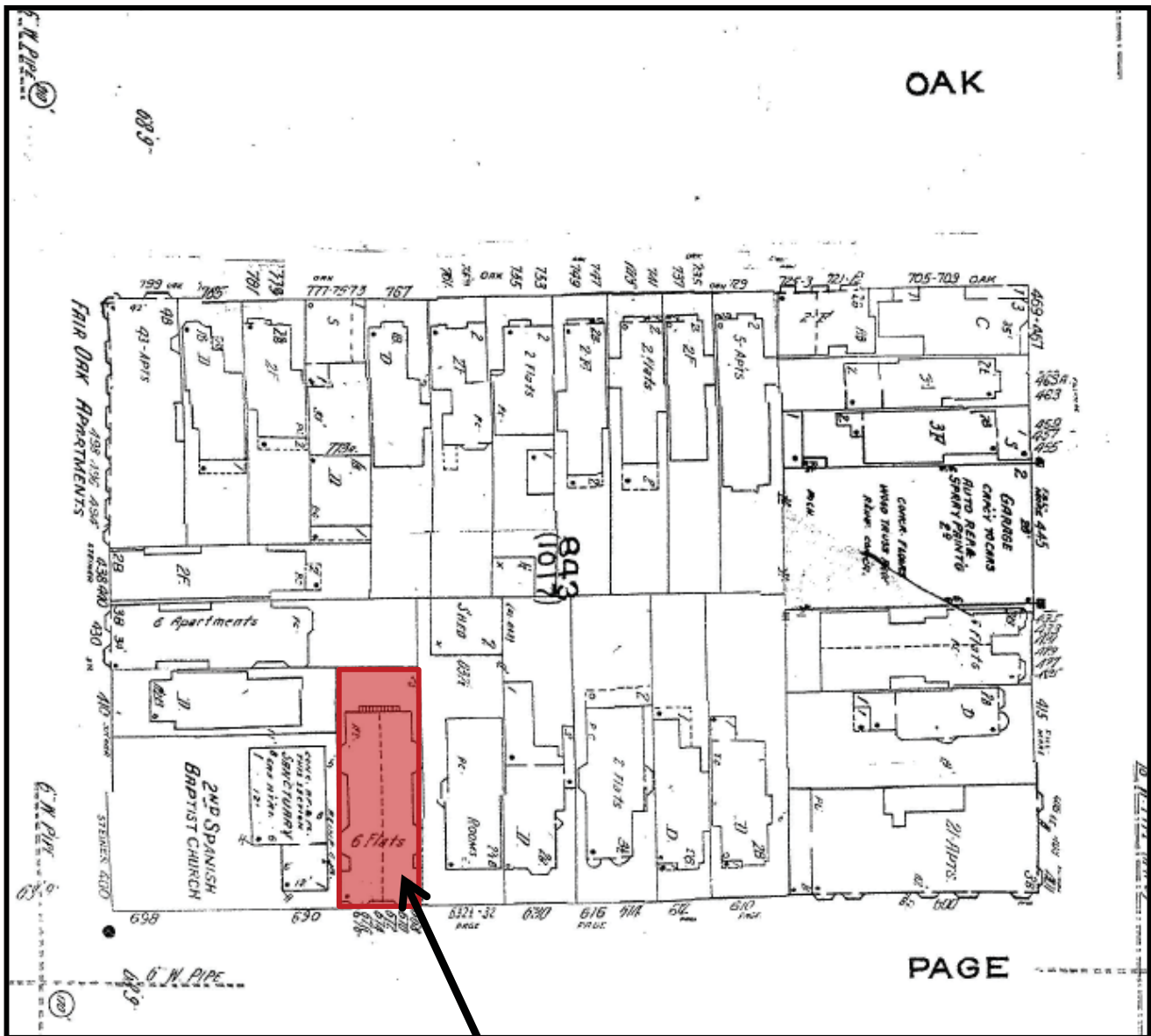
ABSENT:

ADOPTED: March 8, 2018

# Block Book Map



# Sanborn Map



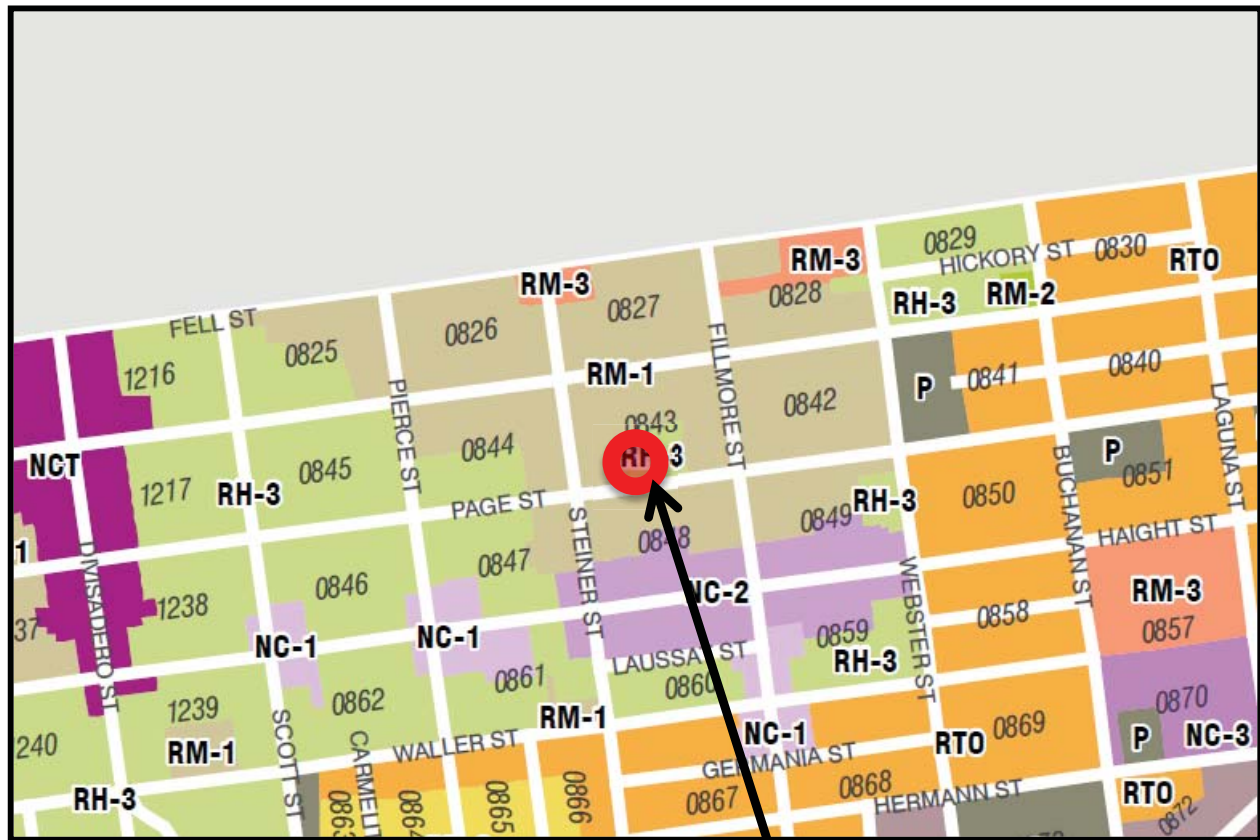
SUBJECT PROPERTY

SAN FRANCISCO  
PLANNING DEPARTMENT



Conditional Use Hearing  
Case Number 2017-013609CND  
668-678 Page Street  
Block 0843 Lot 015

# Zoning Map



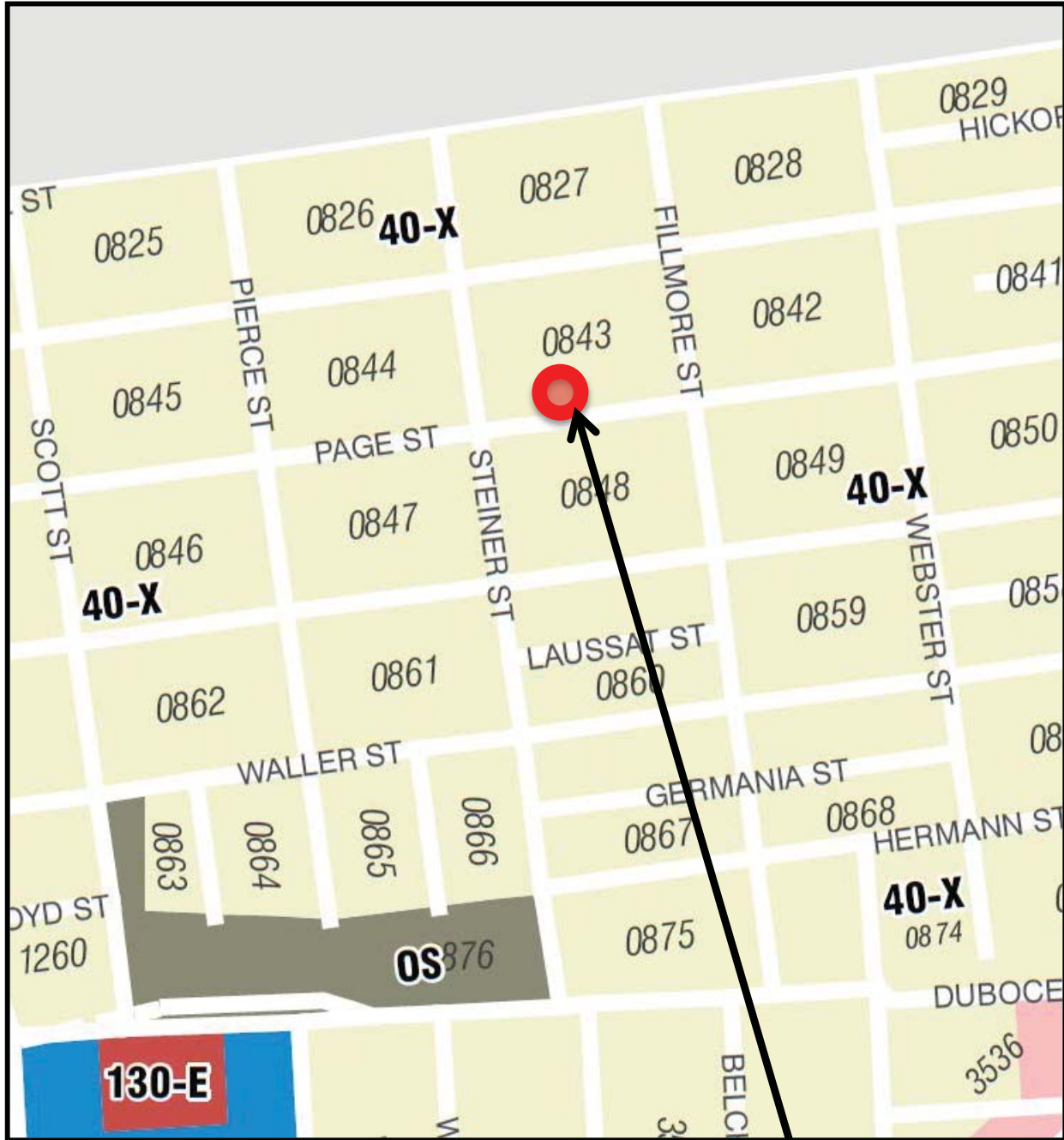
SUBJECT PROPERTY

SAN FRANCISCO  
PLANNING DEPARTMENT



Conditional Use Hearing  
Case Number 2017-013609CND  
668-678 Page Street  
Block 0843 Lot 015

# Height and Bulk Map



SUBJECT PROPERTY

SAN FRANCISCO  
PLANNING DEPARTMENT



Conditional Use Hearing  
Case Number 2017-013609CND  
668-678 Page Street  
Block 0843 Lot 015

# Aerial Photo



**SUBJECT PROPERTY**

**SAN FRANCISCO  
PLANNING DEPARTMENT**



Conditional Use Hearing  
**Case Number 2017-013609CND**  
668-678 Page Street  
Block 0843 Lot 015

# Aerial Photo



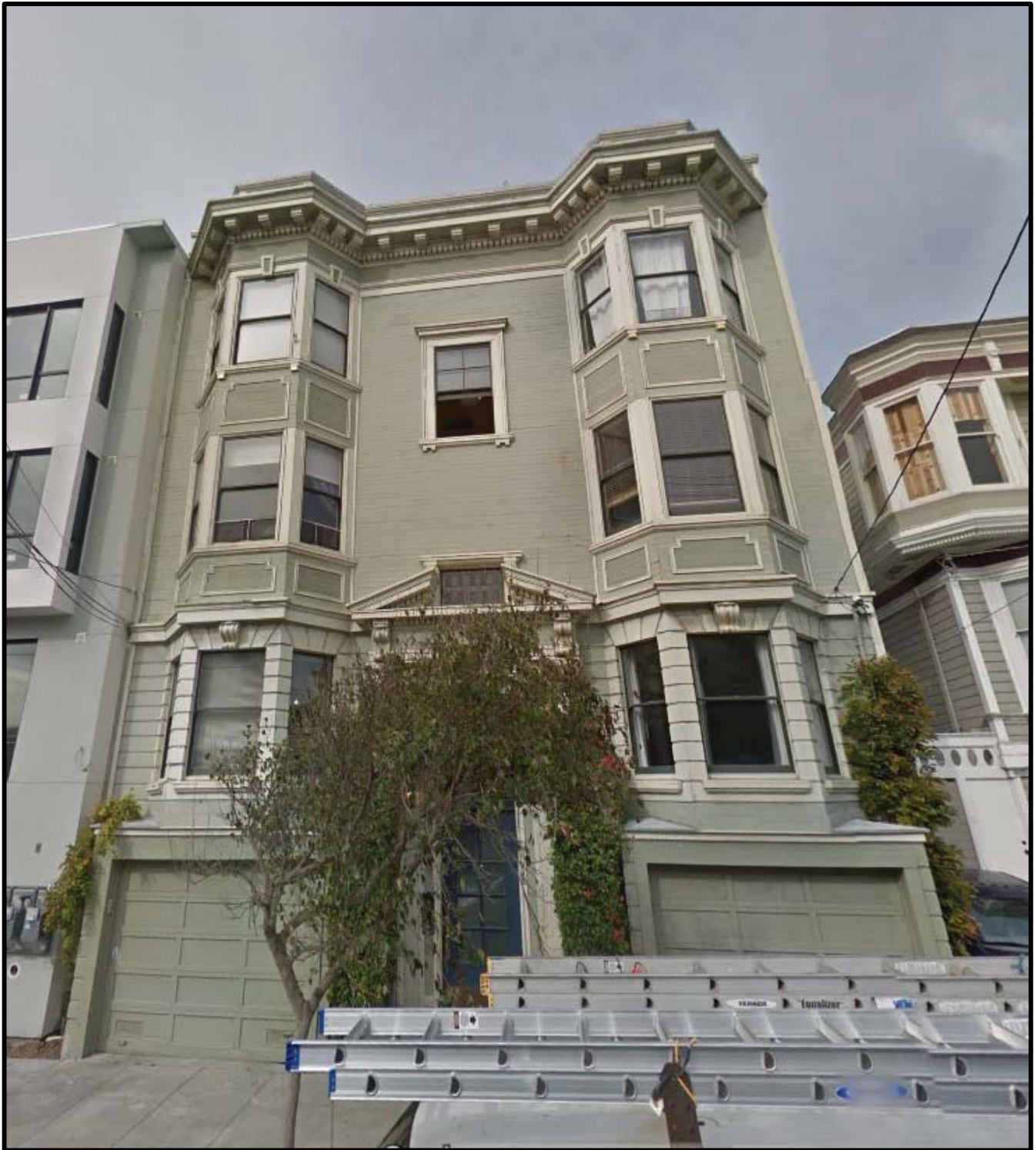
SUBJECT PROPERTY

SAN FRANCISCO  
**PLANNING DEPARTMENT**



Conditional Use Hearing  
**Case Number 2017-013609CND**  
668-678 Page Street  
Block 0843 Lot 015

# Site Photo



SAN FRANCISCO  
**PLANNING DEPARTMENT**



Conditional Use Hearing  
Case Number 2017-013609CND  
668-678 Page Street  
Block 0843 Lot 015

220 Montgomery St  
Suite 2100  
San Francisco  
California 94104

Ph: (415) 362-3599  
Fax: (415) 362-2006

www.mosconelaw.com

February 26, 2018

Scott Emblidge  
emblidge@mosconelaw.com

*Via Hand Delivery and Email*

Rich Hillis, President  
San Francisco Planning Commission  
1650 Mission Street, Suite 400  
San Francisco, CA 94102-4689

Re: 668-678 Page Street Condo Conversion Application

Dear President Hillis and Members of the Planning Commission:

I write to follow up on the January 11 hearing you held on this matter, and in anticipation of your further consideration of this matter at your March 8 meeting. You heard from many opponents on January 11 who told you a tale that, if true, would make any reasonable person want to find a way to deny this application. As described to you by the opponents, the applicants evicted 100-year-old Iris Canada, lied to the City about whether Ms. Canada was residing at 670 Page Street, took advantage of her by obtaining a judgment when Ms. Canada had no lawyer representing her, and then told Ms. Canada she could move back to her Page Street unit only if she paid them over \$100,000 awarded by the court. That certainly sounds like shameful conduct – if it were true.

But the allegations you heard that day are not true, as documents and sworn testimony prove. Ms. Canada was an *owner* of, not a *tenant* in, her unit. As such, she could not be “evicted.” And Ms. Canada was not residing in her unit. Ms. Canada left her unit in 2012 to move in with her grand-niece, Iris Merriouns, in Oakland because she was no longer able to care for herself. Ms. Merriouns testified to this under oath. The sworn testimony of all Ms. Canada’s neighbors corroborates this. This meant that Ms. Canada failed to comply with her ownership obligations under her life estate and, because of the intransigence of her grand-niece, Mr. Owens was forced, by the agreement’s terms, to obtain a court order foreclosing her life estate. This action - foreclosure against a defaulting owner - in no way disqualifies a building under San Francisco’s condo conversion

ordinance. And contrary to what you heard on January 11, Ms. Canada had ample legal counsel. During this whole process, she was represented by at least ten different attorneys, and at least four different attorneys appeared on her behalf in court.

Finally, after months of litigation in which Ms. Canada's attorneys and Ms. Merriouns were repeatedly sanctioned by the Superior Court for misconduct, and which resulted in judgment for Mr. Owens including a monetary award of over \$169,000, Mr. Owens offered to (a) let Ms. Canada return to her Page Street unit, (b) permit her to reside there with a caregiver (even though the life estate did not permit a second resident), and (c) not enforce the court's monetary award.<sup>1</sup> That's right, Mr. Owens said, effectively, "come on back and live at Page Street and I'll absorb all the attorneys' fees you and your grand-niece forced me to incur." But at her grand-niece's insistence, and against the advice of her attorneys, Ms. Canada turned this down. Why? Because her grand-niece insisted that Mr. Owens sell the Page Street unit to her at a windfall price. Just who is exploiting whom in this scenario?

The point of this letter is to substantiate these *verifiable facts* and differentiate them from the *unsupported accusations* made by the opponents at the January hearing, so that this Commission can make an informed decision on March 8.

### **Iris Canada Did Not Reside at 670 Page Street**

You heard several people say that they "know" that Iris Canada lived at 670 Page Street because they saw her picture in the paper or saw her photo being taken at a press event sitting on a couch in the unit. Here are the facts, taken from testimony under oath.

Ms. Canada's grand-niece Iris Merriouns testified under oath that Ms. Canada had been living with Ms. Merriouns in Oakland and attending adult daycare in Oakland since at least May 2014. "She stays with me most nights, wherever I am, she is." (Exhibit A at 34:9-10; 41:23-25; 121:5-9.) Ms. Merriouns also testified she had been her primary caregiver since December 2012 (Exhibit A at 43:10-16; 82:7-11) and that she did not trust Ms. Canada "to stay by herself,

---

<sup>1</sup> Commissioners, if you read nothing else attached to this letter, please read Exhibits S, T and U which detail the offers Mr. Owens made to Ms. Canada that would have allowed her to return to Page Street.

especially at the Page Street address." (Exhibit A at 31:15-22; 32:10-16; 42:18-43:16.)

All of Ms. Canada's neighbors testified under oath that starting in 2012, Ms. Canada no longer appeared to be living at 670 Page Street. For example, Anna Munoz lives in 676 Page Street and passed by Ms. Canada's door regularly. (Exhibit B at 1:21-26; 4:20-24.) Prior to 2012, Ms. Munoz saw and talked with Ms. Canada on a regular basis. From 2012 forward, she only saw Ms. Canada on rare occasions "when she would arrive at the building with Iris Merriouns. They would arrive, stay for a few hours and then leave and not be seen again for several months." (Exhibit B at 2:16-20.)

Jamie Anne Pierce testified that in 2014 she moved into 668 Page Street, directly adjacent to 670 Page Street. (Exhibit C at 1:25-28.) The two apartments share a sixty-foot-long common wall. For approximately 17 months, she never saw Ms. Canada, "never heard people walking the length of the hallway, never witnesses [sic] anyone coming or going from the entryway, never heard a television, radio, alarm clocks or even people talking in the adjacent apartment." (Exhibit C at 2:1-8.) In December 2014, the smoke detector went off in Ms. Canada's apartment and continued beeping for six weeks. (Exhibit C at 2:9-16.)

Geoffrey Pierce testified that he had lived at 668 Page Street since 2008. When he moved into 668 Page Street he "would typically see Iris Canada 3-4 times per week. Our interactions were always very cordial and I would regularly help her retrieve mail from the landing just below ours. This type of common interaction continued for approximately 4 years." (Exhibit D at 2:1-6.) Things changed in 2012. "Between the summer of 2012 and the beginning of 2015, I only saw Iris Canada at the building two times, once in late 2014 when her niece, Iris Merriouns, specifically brought her to the building and proceeded to knock on my door to proclaim that Iris, 'was in the building'." (Exhibit D at 2:7-14.) Mr. Pierce also testified:

Based on the proximity of my residence to Iris Canada's and our shared common wall, I used to hear typical residential sounds coming from her unit, not limited to people walking the length of the hallway, television, radio, alarm clocks and talking and I would normally hear people coming to visit her approximately

once a week. Between summer 2012 and the spring of 2015 I did not hear any such sounds emanating from her residence.

(Exhibit D at 2:21-3:17.)

Christopher Beahn testified that he, his wife and their two children reside in 674 Page Street, directly above Ms. Canada's unit. (Exhibit E at 1:23-26.) Mr. Beahn stated:

Seeing Iris Canada several times per week was a normal part of our lives. She popped her head out whenever someone would come up the stairs, asking for, help getting her mail or just chatting. She loved to pet our dog, and talk about her years living in the building with her husband James. She would show us his artwork and spoke about how he was a welder. Then in July 2012, we were unable to get Iris to answer her door, and were understandably concerned. We eventually discovered that her niece Iris Merriouns had removed Iris Canada to Oakland due to the state of the apartment. We did not see Iris Canada again until late 2015.

(Exhibit E at 2:1-8.)

Mr. Beahn also listed other reasons why it was clear to him that Ms. Canada moved out in 2012: "We never saw Iris Canada"; "There was no discernable activity or sounds emanating from the unit"; "Aside from some hired cleaners in July of 2012, we did not see anyone remove garbage or recycling from the unit"; "The regular delivery of Meals on Wheels ceased"; "There was no indication of regular mail service"; a "loud beeping noise . . . went on for more than a month"; Ms. Canada no longer was heating her apartment; and "packages or letters were left in front" of her door and "remained untouched for weeks or even months at a time." (Exhibit E at 2:13-3:14.)

Michel Bechirian testified that he lived at 678 Page since 2003. He said that for about nine years he typically saw Ms. Canada "approximately 3-4 times per week." "Our interactions typically involved neighborly chitchat, asking after her relatives and church friends, I would sometimes bring Iris fresh produce from the farmer's market and Iris Canada would also share stories

with me about her youth.” (Exhibit F at 2:1-8.) He stopped seeing her in 2012.<sup>2</sup> (Exhibit F at 2:13-16.)

Alexander Apke testified that he lived at 676 Page since 2010. When he first moved in he “would regularly see Iris Canada at least 3 times a week. She opened the door to her unit 670 Page Street whenever someone opened the building front door or when I walked down the stairs and past her unit. We used to have conversations about the weather, recently visiting friends and relatives, and her home. Particularly she liked talking about when she moved from the top floor of the building down to 670 Page Street. I always helped her bringing the mail from the mailboxes on the ground floor, up to her unit on the first floor.” (Exhibit G at 2:1-8.) That stopped in late 2012 as did Ms. Canada’s regular Meals on Wheels deliveries. (Exhibit G at 2:9-15.) (The certified records of Meals on Wheels of San Francisco confirm this – showing the Ms. Canada’s service was temporarily suspended on July 6, 2012 and then permanently cancelled on October 2, 2012. [Exhibit H].) Mr. Apke also testified that about five days before a staged press event showing Ms. Canada supposedly watching television in her unit, a Comcast truck installed service at 670 Page Street. (Exhibit G at 3:9-19.)

Peter Owens testified that when he traveled to San Francisco in late May 2014 to meet a building inspector at the apartment it was obvious no one had resided in the unit for a very long time

First, the toilet bowl was bone dry, as all of the water from the bowl had evaporated. The bathtub in the bathroom had mold in it and also had obviously not been used for a very long time. Rodent traps and roach traps lined most all of the walls of the apartment and virtually all of the furniture was stacked up in the center of the back rooms. It was patently obvious nobody had used the furniture in a very long time. Additionally, the beds

---

<sup>2</sup> Speakers accused Mr. Bechirian of duplicity for submitting a discretionary review application in 2014 in which he asserted a proposed project would interfere with light to Ms. Canada’s unit. At that time, Mr. Becharian knew Ms. Canada had been absent from her unit for quite some time, but he did not learn until later in 2014 that Ms. Canada has permanently relocated to her grand-niece’s home in Oakland.

were covered with bags of old clothes, evidencing that nobody had used either the clothing or the beds in a very long time. The refrigerator was completely empty except for about two-dozen Dr. Pepper cans that I could not determine how long they had been there. There was vermin excrement on top of all of tables and all of the shelves in the kitchen, also evidencing that nobody had been in the apartment for a very long time. Large piles of trash blocked the back porch door, and there were rolls and rolls of urine-soaked and feces- infested carpeting. The smell alone was horrendous, further evidencing that nobody had lived in the apartment for a very long time. The calendar in the kitchen displayed the month "July 2012."

(Exhibit I at 8:1-17 with attached photographs).

While it is abundantly clear that Ms Canada had not been residing in the unit since 2012, some Commissioners questioned the applicants' use of the word "vacant" on the six-year occupancy history section of the application. While it is true that Ms Canada's furniture remained in the unit even after she moved out in 2012, the application's questions about occupancy do not relate to whether there is furniture in the unit; they are concerned with whether a person lives there. In this case, the application was prepared by an attorney with decades of experience in condo conversion applications who followed the standard DPW convention in preparation of the application: if the unit is occupied, the occupant is named; if the unit is unoccupied the unit is considered vacant. (Exhibit J.) As the court confirmed in its ruling, Ms. Canada had not resided in the unit since 2012. (Exhibit K.)

In short, the people who actually live in these units, and who actually knew Iris Canada, testified under oath that she stopped living there in 2012, and only occasionally reappeared after this litigation in 2015 and 2016 for staged press events. And this timeline aligns with the sworn testimony of Ms. Canada's grand-niece who testified that Ms. Canada had, in fact, been living with her in Oakland, and was not capable of caring for herself at the Page Street address.

### **Iris Canada Was Not “Evicted”**

Many opponents advanced the narrative that Iris Canada was a tenant evicted by the applicants in 2017.<sup>3</sup> But the verifiable facts show that in 2005, Iris Canada (with the advice of her own attorney) converted her tenancy into a deeded life estate in 670 Page Street. (Exhibits L and M.) As such, Ms. Canada was an owner of, not a tenant residing in, 670 Page Street. The City itself found this to be true in 2014 when it told the residents that they could not convert the units from TICs to condominiums without Ms. Canada’s signature because she was *the owner* of 670 Page Street. (Exhibit N and Exhibit J.)

The San Francisco Superior Court did not order that Ms. Canada be evicted from her unit. Rather, it found that her actions since 2012 resulted in the termination of her life estate, and that the Deed of Trust was foreclosed upon. (Exhibit K at 3:4-12.) Thus, Ms. Canada was the equivalent of a homeowner who moved out of her home and failed to make mortgage payments, resulting in a foreclosure by a lender. She was not a tenant, Mr. Owens was not her landlord, she had not resided there for five years, and she was not “evicted” in any legal or practical sense.

### **Iris Canada Had No Legal Representation**

Speaker after speaker bemoaned the fact that the Superior Court entered a judgment against Ms. Canada even though she was not represented by an attorney. This is simply false. Iris Canada had no fewer than *ten attorneys* representing her during this dispute: Steve Collier (who, among other things, helped her negotiate the terms of the life estate), Tom Drohan, Robert DeVries, Mary Catherine Wiederhold, David Larson, John Cooke, Mitchell Abdallah, Michael Spalding, Steven MacDonald, and Dennis Zaragoza. (Exhibit O at ¶¶3, 7 through 10, 18, 20, 22 and 32.) Four of these attorneys are noted on the Superior Court’s records; i.e., the officially appeared in court on Ms. Canada’s behalf. (Exhibit P.) Not only was she represented, but some of her attorneys employed aggressive – even abusive – litigation tactics. They

---

<sup>3</sup> The speakers and this Commission seem to treat all the applicants as one entity. Please keep in mind there are 11 separate applicants, and none of them other than Mr. Owens and his family members was a party to the litigation resulting in termination of Ms. Canada’s life estate.

defied court orders, sought to derail the litigation by filing papers not only in San Francisco Superior Court but also federal district court and federal bankruptcy court, and failed to comply with discovery obligations. (Exhibit O.) On at least five separate occasions, the San Francisco Superior Court imposed monetary sanctions on Ms. Canada's attorneys (and Ms. Merriouns) for their abusive conduct. (Exhibit K at ¶¶ 13, 14, 16 and 20.)

**Even After Winning the Court Case, Mr. Owens Offered to Allow Ms. Canada to Resume Living at Page Street and to Waive His Award of Attorneys' Fees**

Several speakers claimed that Mr. Owens demanded that Ms. Canada pay over \$100,000 in attorneys' fees if she wanted to move back in to her Page Street unit. This is directly contrary to the actual, verifiable facts.

At the conclusion of the litigation, the Superior Court ordered that Ms. Canada was responsible to pay Mr. Owens \$169,466.23 in attorneys' fees he incurred. (Exhibit Q.) When Ms. Canada sought to have the judgment set aside, the Superior Court – not Mr. Owens – said it would set aside the judgment if Ms. Canada paid Mr. Owens the \$169,466.23.

But Mr. Owens never sought that money from Ms. Canada. To the contrary, he repeatedly offered to let Ms. Canada move back to Page Street and forgive the money she owed under the court's order. This is extraordinary. After months of litigation, being demonized in the press, and having to resign his job as a result of this situation, Mr. Owens offered to let it all go. (Exhibit R ¶¶14 through 20.)

For example, in court in April 2016, Mr. Owens offered to restore Ms. Canada's life estate and waive the court's award of attorneys' fees in exchange for Ms. Canada cooperating in the condominium conversion process. Ms. Canada's attorneys advised her to agree to this generous offer, but her grand-niece convinced her to turn it down. (Exhibit R, ¶ 34.)

On June 30, 2016, Mr. Owens wrote to Ms. Canada. I strongly encourage you to read the letter, attached as Exhibit S, but here is the offer he made:

1. Peter, Carolyn and Stephen will forgive the \$169,466.23 legal fees due to us per condition #1 of Court Order dated April 27, 2016 and the related Order dated June 8, 2016.
2. Peter, Carolyn and Stephen will accept arrears payments made to date as "payment in full" through May 2016 per condition #2 of Court Order dated April 27, 2016.
3. Peter, Carolyn and Stephen will offer to strike condition #5 of Court Order dated April 27, 2016 and replace it with a simple promise from Iris Canada and her family to keep us apprised by email if Iris needs to or expects to be away from her home for an extended period of time.
4. All of the rights and responsibilities contained in the entire Deed of Trust, the Grant of Life Estate, the Promissory Note, and the Order dated April 27, 2016 will remain in effect, except as set forth by terms 1, 2 and 3 above.
5. Iris Canada will make herself available and execute all required condo conversion documents for 668-678 Page Street.
6. Iris Canada will cooperate as required for any and all additional work related to the condo conversion process for 668-678 Page Street, which includes the code compliance work and executing the follow-up declarations which must be completed approximately one year from now.
7. Peter, Carolyn and Stephen will guarantee Iris Canada that she will have no financial obligations related to the conversion process.
8. Peter, Carolyn and Stephen and the other building owners will guarantee that Iris Canada is not waiving any rights by signing the documents.
9. Peter, Carolyn and Stephen will work with Iris Canada and her family to make any reasonable accommodation to help Iris Canada age in place so long as it does not jeopardize their ownership rights following the Iris Canada's passing, however Iris Canada remains precluded from permitting any tenancies to be established at 670 Page Street.
10. Peter, Carolyn and Stephen, Iris Canada and the other building owners, will work in good faith to ensure a safe and peaceful environment at 668-678 Page Street for all residents, and especially for our elder Iris Canada.

On August 9, 2016, Mr. Owens wrote to Ms. Canada's grand-niece, Iris Merriouns, making a similar offer:

- Waiving all attorney's fees
- Accepting arrears payments
- Waiving all conditions of judgment
- Waiving all court ordered sanctions and penalties
- Setting aside the judgment
- Rights for a live-in caregiver
- Improvements to the unit
- Right of first refusal if unit is ever sold
- Guarantee of no liability or waiving of rights from cooperation
- Guarantee of no financial obligation from cooperation

(Exhibit T.)

But these offers were turned down, because Ms. Merriouns really wanted to use this situation to strongarm Mr. Owens into a forced sale at a windfall price.<sup>4</sup> (Exhibit R, ¶¶37-39, Exhibit U and Exhibit V.)

In sum, Mr. Owens did everything reasonably within his power to let Ms. Canada to live out her days at Page Street. All his efforts were rejected. Ms. Merriouns likewise rejected all efforts the City put forward to assist Ms. Canada: "[Supervisor] Breed addressed the eviction on Twitter, saying that she had tried to help Canada for years, including offering housing options but Canada and Merriouns were not interested in the services Breed had offered." (Exhibit V.)

### **The Applicants Ask to be Treated Like All Other Applicants**

As your January 11, 2018, staff report acknowledges, this application "meets the requirement for condominium conversion under the California State Map Act and the San Francisco Subdivision Code." No one has submitted any

---

<sup>4</sup> Even though Mr. Owens had no interest in or obligation to sell the unit, as part of a settlement offer he did offer Ms. Canada and Ms. Merriouns the right to purchase after conversion – the same right a tenant would have had.

evidence calling these conclusions into question. As such, the City has no lawful basis for denying this application.

Two Commissioners suggested that this application should be denied because the Commission should only grant uncontested applications, or because condominium conversions do not preserve or enhance the City's supply of affordable housing. Regarding the first point, *all* the owners of *all* the units support this application. The opponents are not residents of the building or neighbors. Will the Commission turn down any application if an anti-condominium conversion activist appears before the Commission in opposition to an application? Even when the opponent's assertions are false? If so, the City should make applicants aware of that City policy.

Regarding the second point, if the Commission turns down this application because it is inconsistent with the Commission's views on affordable housing, will it turn down every conversion application? The legislation creating this conversion process expressly balances the need for maintaining affordable housing and strikes a balance under which conversions are permitted and substantial fees assessed, in part to address affordability concerns. (Exhibit W). This Commission does not have the authority to reject the wisdom of the Board of Supervisors in striking this legislative balance.

The applicants simply ask that the Commission apply the same rules to this application as it does to all the other conversion applications that come before it. The emotional appeal of the opponents' remarks is undeniably powerful. But, when the Commission separates fact from fiction, it should conclude that these applicants are entitled to convert their homes to condominiums.

Sincerely,



G. Scott Emblidge

cc: Members of the Planning Commission  
David Weissglass  
Jonas Ionin  
Kate Stacy

# EXHIBIT A

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

SUPERIOR COURT -- STATE OF CALIFORNIA  
COUNTY OF SAN FRANCISCO  
UNLIMITED CIVIL JURISDICTION

--oOo--

PETER M. OWENS, an individual,  
CAROLYN A. RADISCH, an individual,  
STEPHEN L. OWENS, an individual,

Plaintiffs,

vs.

NO. CGC-14-543437

IRIS CANADA, an individual, OLD  
REPUBLIC TITLE COMPANY, a California  
corporation, and DOES 1-10, inclusive,

Defendants.

---

DEPOSITION OF  
IRIS MERRIOUNS  
October 7, 2015

REPORTER: KYLE MCLEAN, CSR # 13787 JOB 17661

1 Q. I asked you why you stayed at 670 Page Street  
2 last night, and you said "We decided to."

3 And I'm asking you who is the "we" that made  
4 the decision that you were going to stay at 670 Page  
5 Street last night?

6 A. My aunt and I.

7 Q. And what was the discussion that you had that  
8 led you to the conclusion that you were going to stay at  
9 670 Page Street last night?

10 A. Well, she had some things that she has to do to  
11 her residence, and so we had an appointment there. And  
12 so that's why we stayed there.

13 Q. So she typically does not stay there?

14 A. We're back and forth.

15 Q. So when you stay in 9969 Empire Road, your aunt  
16 is with you?

17 A. Typically she's with me, and if she has an  
18 appointment, she's over here and in San Francisco,  
19 depending on who has the free time.

20 Q. Can she stay by herself?

21 A. I don't trust her to stay by herself,  
22 especially at the Page Street address.

23 Q. So you don't feel comfortable leaving her at  
24 the Page Street address alone?

25 A. My aunt suffered a stroke recently.

1 Q. We're talking about Iris Canada?

2 A. Yes, we're talking about Iris Canada.

3 Q. So she doesn't stay there by herself because  
4 you don't feel comfortable that she can be there by  
5 herself?

6 A. She suffered a stroke.

7 Q. I'm not questioning about the reasons for it.  
8 I'm just trying to get an understanding of whether or  
9 not she is able to take care of herself.

10 Do you think she's able to take care of  
11 herself?

12 A. I think that Iris Canada should not stay on her  
13 own. She's 99 years old.

14 Q. When was the last time that she was having an  
15 evening by herself that you're aware of?

16 A. I don't leave her by herself ever.

17 Q. When did you start taking care of her?

18 A. Probably in 2014.

19 Q. In 2014?

20 A. Mm-hmm.

21 Q. So at this point -- so you're telling me that  
22 you don't feel comfortable that your aunt can stay by  
23 herself and it's been at least that way since 2014.

24 And is it fair to say that every night,  
25 wherever you are, she's with you?

1           A. I have no idea.

2           Q. Was it more than half?

3           A. I have no idea. September of when? Last year?

4           Q. Last month.

5           A. Oh, I'm sorry. We are in October.

6           Q. How many months -- how many days of September

7 would you say that your aunt stayed with you on Empire

8 Road?

9           A. She stayed with me most nights. Wherever I am,

10 she is. We were in L.A. in September. We were in -- we

11 traveled most of the weekend. So she's with me.

12          Q. And why is she always with you?

13          A. Because she likes being with me.

14          Q. And she can't take care of herself? Or you

15 don't, at least, feel comfortable with her taking care

16 of herself?

17          A. Since she suffered the stroke at the hands of

18 her neighbors, no, I don't feel comfortable with her in

19 670 Page Street alone, if that's your question.

20          Q. When did she have her stroke?

21          A. She had her stroke on May 8th that was induced

22 by pounding on the walls from her neighbors at 670 Page

23 Street, that reside and own units at 670 Page Street.

24          Q. So it's your opinion that her neighbors caused

25 her to have a stroke?

1 Q. And she needs somebody with her in the  
2 evenings, and she needs somebody with her during the  
3 day?

4 A. I think it's -- since her stroke, yeah.

5 Q. And where does she spend the majority of her  
6 days?

7 A. She attends an adult daycare program.

8 Q. And where is that at?

9 A. That's in Oakland.

10 Q. How does she get there?

11 A. Different ways. Sometimes she's transported  
12 through a service and sometimes I take her. Sometimes  
13 another relative takes her.

14 Q. You take her in the morning or you take her  
15 like on your way to work?

16 A. She goes in the morning.

17 Q. They have a shuttle that comes --

18 A. Sometimes she goes in the afternoon. Sometimes  
19 they pick her up.

20 Q. And how many days a week would you say she does  
21 that? Three or four or five?

22 A. Four.

23 Q. Four days a week?

24 A. Yeah.

25 Q. How many times a month? Most every week?

1 Q. Most of the time?  
2 A. She's usually with me.  
3 Q. And when she stays at the residence at City  
4 College, does she stay with you there?  
5 A. No, I don't stay.  
6 Q. You don't stay there with her?  
7 A. No. But she's with a relative.  
8 Q. Where does she stay when you're at Marion's  
9 house?  
10 A. She's with me. That's why I'm there.  
11 Q. No, no. I'm sorry.  
12 Where does Iris Canada stay when you're at  
13 Marion's house?  
14 A. She's there.  
15 Q. So she will stay with you when you stay at  
16 Marion's house?  
17 A. Yes.  
18 Q. So when was the last time that Iris Canada ever  
19 stayed at 670 Page Street by herself?  
20 A. She's not stayed at 670 Page Street by herself  
21 for a while.  
22 Q. A year?  
23 A. When she's there, there are people there with  
24 her.  
25 Q. So the only time that you're comfortable with

1 her staying at Page Street is when somebody is with her?

2 A. Yes.

3 Q. And the majority of the time she's with you,  
4 and she's either staying on Empire Road or she's staying  
5 with Marion by City College?

6 A. Or other relatives. Sometimes she's in L.A.  
7 If she's in L.A. -- she was with my Aunt Julia or with  
8 my other aunt. When she was in Texas, she was with my  
9 uncle.

10 Q. Who would you consider to be the person that  
11 takes care of Iris Canada the most?

12 A. When she's in California, I would say it would  
13 be me.

14 Q. You're the primary caregiver for her?

15 A. Yes. I would say since 2012, more since my mom  
16 died because, prior to that, it's my mom.

17 Q. Does anybody help you?

18 A. Right now?

19 Q. Yeah.

20 A. It's very difficult.

21 Q. Do you get any help from Marion?

22 A. Yeah, Marion helps me.

23 Q. How often does she help you?

24 A. When she can.

25 Q. What does she do? Does she watch her for a

1 your aunt spent the night at Page Street?  
2 A. Last night.  
3 Q. And excluding last night and Sunday?  
4 A. Exact dates, I can't give you exact dates.  
5 Q. But it's before her stroke?  
6 A. Yes.  
7 Q. Prior to her having her stroke, were you still  
8 taking care of her on a regular basis?  
9 A. Pretty much.  
10 Q. And that started around the summer of 2012?  
11 A. No. In December of 2012 --  
12 Q. Let's go back.  
13 A. -- I was --  
14 Q. I'll withdraw the question. I'll ask the  
15 question a different way.  
16 You remember on -- around July of 2012 there  
17 was an incident when your aunt had gone missing.  
18 Somebody was concerned that she was missing.  
19 A. Excuse me?  
20 Q. That she was missing.  
21 A. My aunt has never gone missing.  
22 Q. Somebody in the building was concerned that she  
23 hadn't returned or she wasn't there.  
24 A. Excuse me?  
25 Q. Okay. What made you go over there that time in

1 Q. I'm going to show you a document.

2 Now, you're telling me you can't see this  
3 because you don't have your glasses on?

4 A. I'm telling you that I can't read it because I  
5 don't have my glasses on.

6 Q. From what you can make out, do you recognize  
7 that? Have you ever seen anything that looks similar to  
8 that before?

9 A. I cannot make this out, and I'm not going to  
10 say that I've seen this because I can't make this out.

11 Q. So it's your testimony that the first time that  
12 you ever learned that you had to appear at a deposition  
13 was when we were in court and Judge Quidachay told you  
14 that you needed to appear?

15 A. Yes. When I knew that I was subpoenaed --

16 Q. Very well. When -- so you had indicated that  
17 besides the health reasons that you go to L.A., which is  
18 recently, within the past few months or so, I guess  
19 since May, you spend half of your time on Empire Road  
20 and half of your time at the house -- or at the  
21 residence by City College; correct?

22 A. Yes.

23 Q. And when you stay at 9969 Empire Road, Iris  
24 Canada stays with you?

25 A. Yes.

# EXHIBIT B

ZACKS, FREEDMAN & PATTERSON, PC  
235 MONTGOMERY STREET, SUITE 400  
SAN FRANCISCO, CALIFORNIA 94104

1 Andrew M. Zacks (SBN 147794)  
2 Mark B. Chernev (SBN 264946)  
3 ZACKS, FREEDMAN & PATTERSON, PC  
4 235 Montgomery Street, Suite 400  
5 San Francisco, CA 94104  
6 Tel: 415.956.8100  
7 Fax: 415.288.9755

8 Attorneys for Plaintiffs  
9 Peter M. Owens  
10 Carolyn A. Radisch  
11 Stephen L. Owens

12 **SUPERIOR COURT - STATE OF CALIFORNIA**

13 **COUNTY OF SAN FRANCISCO - UNLIMITED CIVIL JURISDICTION**

14 PETER M. OWENS, an individual,  
15 CAROLYN A. RADISCH, an individual,  
16 STEPIEN L. OWENS, an individual,  
17 Plaintiffs,

18 vs.

19 IRIS CANADA an individual, OLD  
20 REPUBLIC TITLE COMPANY, a California  
21 corporation, and DOES 1-10, inclusive,  
22 Defendants.

Case No.: CGC-14-543437

**DECLARATION OF ANNA MUNOZ IN  
SUPPORT OF PLAINTIFFS'  
MEMORANDUM OF POINTS AND  
AUTHORITY IN SUPPORT OF  
SETTING BOND AMOUNT FOR STAY  
PENDING APPEAL AND OPPOSITION  
TO STAY PENDING APPEAL**

Date: November 1, 2016

Time: 2:00 p.m.

Dept: 502

Judge: Hon. A. James Robertson, II

23 I, Anna Munoz, declare as follows:

24 1. I have personal knowledge of the following facts discussed below and would  
25 testify truthfully thereto if called to do so. I have lived at 676 Page Street, San Francisco,  
26 California on a full time basis for approximately 6 years. My residence is located above 670  
27 Page Street, which was Iris Canada's unit. 676 Page Street is my full time and only residence.

28 2. I used to see Iris Canada about once a week. She would often open her door as I was  
entering the building and she would explain to me that she thought people were ringing her

1 doorbell. She often seemed worried and I would reassure her that it was just me entering the  
2 building. One time, to my surprise, I saw her walking back up the stairs towards her unit. That  
3 time she also said she thought she heard someone ring the bell. Every time I saw her, I would  
4 take the time to chat with her and make sure everything was okay.

5  
6 3. A young lady, whom I was told was a relative of hers, used to come to the unit to  
7 check up on her on a regular basis, I would see her about once a week or every other week as  
8 she would always either park in or block my driveway. I would always have to ring the bell  
9 and ask her to move her car so that I can get in or out of my garage. On those occasions, I  
10 would often see Iris Canada standing at her door waiting for the young lady. The last time I  
11 ever saw the young lady, was the time that we found a dead rat placed just outside of her door.  
12 I believe that it became evident to the relative at the time that Iris Canada could no longer live  
13 alone and take care of herself or her home. Soon after that is when Iris Canada stopped residing  
14 in the apartment and I haven't seen the young lady since.

15  
16 4. In the last 4 years, I have only seen Iris Canada when she would arrive at the  
17 building with Iris Merriouns. They would arrive, stay for a few hours and then leave and not be  
18 seen again for several months. I always knew when they were here because Iris Merriouns  
19

20 would park her car very near the building. This was either on the weekend or after working  
21 hours. One example was the night Iris Canada was first served court papers. I witnessed them  
22 arrive that evening and then leave after Iris Canada was served with court documents, not to be  
23 seen again for months. There was also the time when Peter Owens changed the lock to the unit  
24 and had a copy made for Iris Canada, my neighbors offered her the key when they arrived but  
25 Iris Merriouns flatly refused it saying "I'm not taking that, I don't know what it is." Iris  
26 Merriouns then proceeded to change the locks, without providing Peter Owens a copy, and left  
27  
28

1 with Iris Canada that same evening and again not to return for a long time. There were times  
2 when packages were left on her door for very long periods of time. There was also the incident  
3 where the smoke detector was sounding off inside her unit, something that continued around  
4 the clock for over a month.

5 In more recent times, namely this year (2016), I have seen less of Iris Canada yet more  
6 of Iris Merriouns with each time being around the same time that there would be a major event  
7 such as a court hearing, namely a stay of execution or a public protest. Both would stay a  
8 couple days leading up to the hearing and then leave after the hearing ruled in their favor. Not  
9 to be seen again for a long time.

10 On May 31<sup>st</sup>, sometime after 6 pm, Abdoulla Yasef, her supposed "caretaker" came to  
11 the building alone and somehow couldn't get into the unit because he misplaced his key. Peter  
12 Owens, who was visiting at the time, ran into him and had a cordial conversation with him. At  
13 the time, we were all in the Geoff Pierce's apartment next door having an HOA meeting and  
14 witnessed this. After Abdoulla and Peter chatted for a bit, Abdoulla left and returned sometime  
15 after 10 pm with both Iris Canada and a locksmith. Up to this point, I recall not seeing Iris  
16 Canada for a long time. In the span of 2 - 3 months that Mr. Yasef was her "caretaker", this  
17 was the only time I ever saw them together. I believe he was staying at the unit without Iris  
18 Canada as I often witnessed him leave early in the morning and return usually after 6 pm. I no  
19 longer see Mr. Yasef.

20 On June 27<sup>th</sup>, there was a three day protest at the building. While Iris Canada was  
21 present during that time it appears that both Iris Merriouns and Iris Canada had left sometime  
22 after it was over and I believe they returned briefly for Iris Canada's 100<sup>th</sup> birthday sometime  
23 in mid July only to leave again shortly thereafter.

1 For five straight days, from September 8<sup>th</sup> – 12<sup>th</sup>, I saw the Sheriff's posting for  
2 repossession of the unit taped on the door of 670 Page. At around 9:05 pm on the evening of  
3 September 12<sup>th</sup>, my husband and I hear Iris Merriouns enter the building alone. She proceeded  
4 to grab the mail as well as the Sheriff's notice that was on the door. I had looked out the  
5 window and saw Iris Merriouns walking back to her car that was parked on the corner of Page  
6 and Steiner next to a fire hydrant, which is about 100 feet from the building. She was alone and  
7 carrying a bunch of mail in her arms. At the same time my husband went downstairs and saw  
8 the notice removed from the door. At exactly 9:33pm my husband leaves the building and  
9 witnesses both Iris Merriouns and Iris Canada enter the building and walk up the flight of stairs  
10 and into the unit. By 9:45pm, the SFFD had arrived and entered the building. At around  
11 10:15pm, I am looking out of my window to see what was going on and witnessed the  
12 paramedics take her out of the building in a chair and move her into a gurney that was  
13 stationed out on the sidewalk. With some assistance, Iris Canada was able to get up from her  
14 seat and into the gurney. She was attentive, moving around and able to talk to both the  
15 paramedics and her niece. She appeared fine and in absolutely no emotional distress at all. This  
16 was the first time I had seen her at the building since the June 27<sup>th</sup> protests.  
17  
18  
19

20 5. Based on my having lived at 676 Page Street San Francisco CA 94117 for 6  
21 years, and having observed the comings and goings, sounds, and general neighborly  
22 observations on an almost daily basis, I am firmly convinced that 670 Page Street has not been  
23 Iris Canada's primary residence since approximately June 2012.  
24

25 6. On June 27<sup>th</sup> and for two days following, there were protests at our building  
26 organized by the Housing Rights Committee of San Francisco. On the first day people yelled at  
27 us, flipped us off when we looked out the window and used a megaphone that was so loud we  
28

1 could hear it at the back of the house. This was an attack specifically on the residents of the  
2 building in an attempt to get us to persuade Peter to drop the lawsuit. People were projecting  
3 hostility and anger towards us. I even heard one of the lead protesters who organized the event,  
4 Tommi Avicolti Mecca, remind the crowd that they are not here to threaten us but to speak out  
5 to the residents who could have some "influence" over the matter. Iris Merriouns was also a  
6 part of the protests and spoke on the megaphone. According to Peter, she had lied to him and  
7 told him she was not a part of it.  
8

9       On the second day of the protest, my husband, baby and I leave as they are beginning to  
10 assemble. As I exit the building, I asked Tommi Avicolti Mecca to stop harassing us.  
11 Immediately, an unknown African-American lady starts shouting at me. I then turn to Tony  
12 Robles, a staff member of the Senior and Disability Action, and asked him if he was Mexican.  
13 To me he appeared Mexican and since I am also Mexican I was hoping to find a common  
14 ground to discuss the situation. He immediately denounced my heritage and said "You sure as  
15 hell don't look Mexican, you look white!" and proceeded to just taunt me. Because of the  
16 protests, I didn't come home until late that evening. On the third and final day of the protests, I  
17 didn't come home at all.  
18

19       On September 22<sup>nd</sup>, we were literally ambushed with another protest in front of our  
20 building. This one was much larger and much worse than the previous three day protest. There  
21 were several people who had trespassed onto our roof and dropped a large red banner. My  
22 husband told them to get off but they did not comply. Eventually my husband got on the roof  
23 took it down and threw it over the building into our backyard. One protester jumped the fence  
24 into our backyard and retrieved the banner only to put it back up a third time. At one point Iris  
25 Merriouns, who was also a part of the protest, came up to the third floor landing and said that  
26  
27  
28

1 they would like their banner back. Some words were exchanged and then she proceeded to yell  
2 at me. A heated argument ensued between the both of us. I asked her to leave and told her she  
3 was trespassing. It wasn't until I went back into my apartment that she finally left. The  
4 situation made my heart race and left me frantic, scared and in tears. I've been an emotional  
5 wreck ever since the most recent protests and will most likely need to seek some form of  
6 therapy to get past this. My trauma has gotten to the point where even some of my coworkers  
7 have noticed something is wrong. I now feel very threatened by Iris Merriouns and the hostility  
8 that she is creating.  
9

10 8. As a result of the continued legal proceedings and the harassment that has been  
11 directed at us I have been experiencing a great deal of emotional trauma. It has affected my  
12 mental health and that of my family. I have been experiencing depression, stress and anxiety. I  
13 am currently on edge and living in fear that something dangerous will happen. Iris Merriouns  
14 has been hostile to all of us. In May of 2015, she was hostile towards me when I asked her to  
15 move her car out of my driveway, she refused to move and sat there and argued with me. She  
16 has also given me dirty, threatening looks every time she sees see me, she has been hostile  
17 toward my neighbors and now we have to endure the hostility that is coming from protestors in  
18 front of our building. With the most recent protest, the situation has escalated into something  
19 dangerous. I fear that something far worse will happen. I fear for the safety of myself, my  
20 family and our property.  
21

22 9. The inability to condo convert as a result of any ongoing litigation could potentially  
23 put financial stress on me and my family. We may very well run out of time in the condo  
24 conversion process should the litigations continue. Once the deadlines arrive, a moratorium  
25 will set in and we will never again be able to convert. Additionally, banks only offer  
26  
27  
28

1 Adjustable Rate Mortgages at higher interest rates than Fixed 30 yr loans. Those interest rates  
2 could go up at any time, making our mortgage even more expensive. Condo conversion has  
3 always been for the desire to save money. San Francisco is an expensive city to live in, made  
4 even more expensive when one is trying to raise a child.

5 Since the last protest that occurred on September 22<sup>nd</sup>, I have witnessed that my neighbor's, as  
6 well as another unknown person's, vehicle has been vandalized. I believe this is a direct result  
7 of the hostility that has been increasingly generated by the previous protests and the ongoing  
8 and unresolved litigation. I believe that my building and all who reside there are being  
9 maliciously targeted.

10 10. On the early morning of September 23<sup>rd</sup>, at around 6 am and less than 24 hours  
11 since the last protest, an unknown person(s) broke into my neighbor Geoff Pierce's car and  
12 stole the remote to our garage. Geoff Pierce and I share the garage. We have evidence of this  
13 via a Smart Home device that is installed on the garage door that logs when the garage door  
14 opens as well as a video camera. The video camera filmed two individuals enter the garage at  
15 two separate times early that morning.

16 11. On October 1<sup>st</sup>, a vehicle parked in front of my building and partially in my  
17 driveway was also vandalized. The back window was fully broken and I could see all the glass  
18 on the ground. I am not aware of who the vehicle belongs to. This vehicle was a black SUV  
19 and could have easily been mistaken for a vehicle belonging to a resident in the building,  
20 namely my neighbor, Jamie Pierce who also drives a black SUV type car.

21 12. About a week later (exact date unknown), my neighbor Jamie Pierce's car  
22 window was broken when she was parked in a spot adjacent to my neighbor's driveway. This  
23 happened late at night. I believe that her car was targeted because it's been previously  
24

ZACKS, FREEDMAN & PATTERSON, PC  
235 MONTGOMERY STREET, SUITE 400  
SAN FRANCISCO, CALIFORNIA 94104

1 identified as belonging to a building resident. Jamie normally parks in front of the driveway  
2 when not in the garage. Jamie and Geoff are no longer able to park their cars overnight in the  
3 driveway as it is no longer safe to do so.

4 13. In the 6 years that I have lived at 676 Page Street, we have never experienced  
5 this amount of vandalism in such a short amount of time. To my knowledge, never have our  
6 cars been vandalized and never have I felt unsafe. I firmly believe that this is far more than just  
7 a coincidence.  
8

9 14. My previous fears that something would happen to our property has come to be  
10 realized. We have suffered a great deal as a result of the continuous stays and I believe that we  
11 will continue to suffer if this issue continues unresolved. My quality of life has diminished as a  
12 result of the increased hostility, with the protests and vandalism, that has been projected onto  
13 the building residents. I believe that if the situation continues unresolved, we will continue to  
14 suffer as a result and that the suffering will only get worse. I no longer enjoy the peace and  
15 tranquility of my own home that I once did. My home is supposed to be my sanctuary and that  
16 has been violated. I live day-to-day waiting for the next hostile protest or break-in to occur.  
17

18 I declare under penalty of perjury of the laws of the State of California that the  
19 foregoing is true and correct.  
20

21 I declare under penalty of perjury of the laws of the State of California that the  
22 foregoing is true and correct.  
23

24 DATED: October 26, 2016

25  
26 NAME

27 FAX SIGNATURE  
28

# EXHIBIT C

1 Andrew M. Zacks (SBN 147794)  
2 Mark B. Chernev (SBN 264946)  
3 ZACKS, FREEDMAN & PATTERSON, PC  
4 235 Montgomery Street, Suite 400  
5 San Francisco, CA 94104  
6 Tel: 415.956.8100  
7 Fax: 415.288.9755

8 Attorneys for Plaintiffs  
9 Peter M. Owens  
10 Carolyn A. Radisch  
11 Stephen L. Owens

12 **SUPERIOR COURT – STATE OF CALIFORNIA**

13 **COUNTY OF SAN FRANCISCO - UNLIMITED CIVIL JURISDICTION**

14 PETER M. OWENS, an individual,  
15 CAROLYN A. RADISCH, an individual,  
16 STEPHEN L. OWENS, an individual,  
17 Plaintiffs,

18 vs.

19 IRIS CANADA an individual, OLD  
20 REPUBLIC TITLE COMPANY, a California  
21 corporation, and DOES 1-10, inclusive,

22 Defendants.

Case No.: CGC-14-543437

**DECLARATION OF JAMIE ANNE  
PIERCE IN SUPPORT OF PLAINTIFFS'  
MEMORANDUM OF POINTS AND  
AUTHORITY IN SUPPORT OF SETTING  
BOND AMOUNT FOR STAY PENDING  
APPEAL AND OPPOSITION TO STAY  
PENDING APPEAL**

Date: November 1, 2016

Time: 2:00 p.m.

Dept.: 502

Judge: Hon. James A. Robertson, II

23 I, JAMIE ANNE PIERCE, declare as follows:

- 24 1. I have personal knowledge of the following facts discussed below and would  
25 testify truthfully thereto if called to do so.
- 26 2. I have lived at 668 Page Street, San Francisco, California with my husband,  
27 (Geoffrey Raymond Pierce) on a full time basis since July, 2014. Our residence  
28 is located directly adjacent to 670 Page Street, which was Iris Canada's unit.

1 Based on the proximity of my residence to Iris Canada's I would have expected to  
2 meet, be introduced to or even to hear our next door neighbor at some point. However it was  
3 approximately 17 months before I even saw Iris Canada or her neice, Iris Merriouns at the  
4 property, sometime in December 2014. In fact during that first year and half of living here at  
5 668 Page Street I never heard people walking the length of the hallway, never witnesses  
6 anyone coming or going from the entryway, never heard a television, radio, alarm clocks or  
7 even people talking in the adjacent apartment.  
8

9 The most glaring example of Iris Canada's not being present at the building occurred  
10 on 12/13/14, my husband and I began hearing a shrill smoke detector signal coming from her  
11 apartment. That piercing sound could be heard through my walls so on 12/15/14 my husband  
12 kindly left a note on her door asking Iris to change out the battery on her smoke detector. The  
13 alarm went off every minute of every day and was so loud that it would wake me up or  
14 conversely, keep me from sleeping at all. The alarm remained on for approximately 6 weeks.  
15 The sound was not something that someone living in the unit could have tolerated.  
16

17 Additionally I was present on the evening of 1/31/15 when the locks were legally  
18 changed by Peter Owens and subsequently illegally changed by Iris Merriouns later that  
19 evening. At the end of that evening Iris Merriouns became very agitated and confrontational.  
20 She yelled at all of the owners of the building and proceeded to call the police. At one point  
21 she even yelled directly at my husband, she was very intimidating and aggressive in her attacks  
22 on everyone present.  
23

24 Since the beginning of 2015 I have only seen Iris Canada at the building on a handful of  
25 occasions, for brief periods of time, usually not lasting more than 24 hours. Many of those  
26  
27  
28

1 sightings coincided with court case related news appearances or housing activist protests in her  
2 honor.

3 Based on my having lived at 668 Page Street for 2 and half years, and observing the  
4 comings and goings, sounds, and general neighborly observations, I am firmly convinced that  
5 Iris Canada has not resided at 670 Page Street since I have lived here.  
6

7 While the inability of the building to condo convert is certainly affecting my husband's  
8 ability to provide financial security for our family, the mental anguish and stress that Iris  
9 Merriouns has placed upon me personally are significant and should not go unreported.  
10

11 On more than one occasion I have been yelled at, derided or intimidated by Iris  
12 Merriouns directly. Additionally, on multiple occasions over the past several months Iris  
13 Merriouns has organized large scale protests at our building; at one such protest one of her  
14 supporters shouted at me and boo'd at me as I entered the building. As well I have been hissed  
15 at by groups of people as I entered and exited the building on multiple occasions; Iris  
16 Merriouns has left the front door open to the rest of the building open during these events. It is  
17 apparent that the protesters that attend these rally's are not interested in the facts of the case it  
18 is therefore easy to understand why this type of "protest" makes me feel VERY unsafe in my  
19 home.  
20

21 Approximately one month ago there was a protest of approximately 150 people at 8am  
22 right in front of the building. People were yelling at the apartment building and I couldn't even  
23 walk in front of our windows without being shouted at. The "protestors" then proceeded to  
24 scale the adjacent construction site so that they could trespass on our rooftop and hang a banner  
25 regarding their cause. I started to have a panic attack and call my husband to have him return  
26 from work so that he could escort me out of the building. I was genuinely afraid there might be  
27  
28

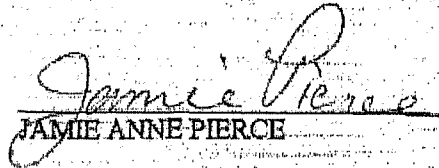
ZACKS, FREEDMAN & PATTERSON, PC  
235 MONTGOMERY STREET, SUITE 400  
SAN FRANCISCO, CALIFORNIA 94104

1 strangers in the building. Luckily my husband was able to return home and I was able to leave  
2 for work shortly thereafter, albeit very late for work.

3 Ironically, that same night, my husband's car was broken into right outside of our  
4 home. Needless to say, the recent escalation of tension associated with these protests as well  
5 as the continued combative nature of Mrs. Merriouns has left me feeling very uncomfortable,  
6 unsafe and nervous within the confines of my own home. I implore the courts to take action on  
7 this matter so that I can once again feel secure in my home.  
8

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

11  
12 DATED: October 25th, 2016

13  
14   
JAMIE ANNE PIERCE

15  
16  
17 FAX SIGNATURE  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

# EXHIBIT D

ZACKS, FREEDMAN & PATTERSON, PC  
235 MONTGOMERY STREET, SUITE 400  
SAN FRANCISCO, CALIFORNIA 94104

1 Andrew M. Zacks (SBN 147794)  
2 Mark B. Chernev (SBN 264946)  
3 ZACKS, FREEDMAN & PATTERSON, PC  
4 235 Montgomery Street, Suite 400  
San Francisco, CA 94104  
Tel: 415.956.8100  
Fax: 415.288.9755

5 Attorneys for Plaintiffs  
6 Peter M. Owens  
7 Carolyn A. Radisch  
Stephen L. Owens

8 SUPERIOR COURT - STATE OF CALIFORNIA

9 COUNTY OF SAN FRANCISCO - UNLIMITED CIVIL JURISDICTION

10  
11 PETER M. OWENS, an individual,  
12 CAROLYN A. RADISCH, an individual,  
13 STEPHEN L. OWENS, an individual,  
Plaintiffs,

14 vs.

15 IRIS CANADA an individual, OLD  
16 REPUBLIC TITLE COMPANY, a California  
17 corporation, and DOES 1-10, inclusive,

18 Defendants.

Case No.: CGC-14-543437

DECLARATION OF GEOFFREY  
RAYMOND PIERCE IN SUPPORT OF  
PLAINTIFFS' MEMORANDUM OF  
POINTS AND AUTHORITY IN SUPPORT  
OF SETTING BOND AMOUNT FOR  
STAY PENDING APPEAL AND  
OPPOSITION TO STAY PENDING  
APPEAL

Date: November 1, 2016

Time: 2:00 p.m.

Dept.: 502

Judge: Hon. James A. Robertson, II

19  
20  
21 I, GEOFFREY RAYMOND PIERCE, declare as follows:

- 22
- 23 1. I have personal knowledge of the following facts discussed below and would  
24 testify truthfully thereto if called to do so.
  - 25 2. I have lived at 668 Page Street, San Francisco, California on a full time basis for  
26 approximately 8 years. My residence is located directly adjacent to 670 Page  
27 Street, which was Iris Canada's unit.  
28

1 Iris Canada's and I share an approximately 80 foot long common wall that stretches the  
2 entire length of our unit. Upon moving to 668 Page Street I would typically see Iris Canada 3-4  
3 times per week. Our interactions were always very cordial and I would regularly help her  
4 retrieve mail from the landing just below ours. This type of common interaction continued for  
5 approximately 4 years.  
6

7 Beginning in the summer of 2012 I stopped seeing Iris Canada on a regular  
8 basis. Between the summer of 2012 and the beginning of 2015, I only saw Iris Canada at the  
9 building two times, once in late 2014 when her niece, Iris Merriouns, specifically brought her  
10 to the building and proceeded to knock on my door to proclaim that Iris, "was in the  
11 building". Additionally I saw Iris Canada at the beginning of 2015, on 1/31/15, when both she  
12 and her niece came here to illegally change the locks on Peter Owen's unit without giving him  
13 proper notification.  
14

15 Since the summer of 2012 it seems that Iris Canada's mail has been redirected because  
16 I have not seen her collect it since then. Several times over the past four years there have been  
17 packages delivered to her doorstep which have remained undisturbed and uncollected,  
18 sometimes for a period of several months. Many times during the course of this trial,  
19

20 subpoenas from this court proceeding would sit uncollected for weeks at a time.

21 Based on the proximity of my residence to Iris Canada's and our shared common wall,  
22 I used to hear typical residential sounds coming from her unit, not limited to people walking  
23 the length of the hallway, television, radio, alarm clocks and talking and I would normally hear  
24 people coming to visit her approximately once a week. Between summer 2012 and the spring  
25 of 2015 I did not hear any such sounds emanating from her residence.  
26  
27  
28

1 The most glaring example of Iris Canada's absence from the building occurred on  
2 12/13/14. On that day, my wife and I began hearing a shrill "low-battery" smoke detector  
3 signal coming from her apartment. That very high-pitched and annoying sound could easily be  
4 heard through my walls so on 12/15/14 I left a note on the door kindly asking Iris to change out  
5 the battery on her smoke detector or to let me know if she needed help to do so. The alarm  
6 went off each and every minute of every day and every night and was so loud from my  
7 apartment that it would sometimes wake me up from a sound sleep or conversely, keep me  
8 from sleeping at all. The alarm remained on until 1/21/15 (approximately 6 weeks after first  
9 hearing it). By my calculations the alarm went off over 60,000 times and was not something  
10 that someone living in the unit could have tolerated. The note that I had left on the door  
11 remained there for the entire six weeks that the alarm was going off. I have photo  
12 documentation of the letter that I left on the front door and the fact that it was still in the exact  
13 same position almost 6 weeks later (a couple of days prior to 1/21/15, when the alarm battery  
14 was finally replaced).

15  
16  
17 Additionally I was present on the evening of 1/31/15 when the locks were legally  
18 changed by Peter Owens and subsequently illegally changed by Iris Merriouns later that  
19 evening. In order to give access to the back door for Peter's locksmith, I entered the unit for a  
20 total of two minutes and was able to observe mold growing in the bathtub and a toilet in which  
21 the water had completely evaporated from the bowl, the stench of sewer gases coming from the  
22 dry p-trap was not pleasant, nor livable. At 9pm that evening, Iris Canada was brought to the  
23 building by Iris Merriouns. When I met Iris Canada and Iris Merriouns outside of 670 Page,  
24 Iris Merriouns became very agitated and confrontational. She yelled at all of the owners of the  
25 building and proceeded to call the police.  
26  
27  
28

ZACKS, FREEDMAN & PATTERSON, PC  
235 MONTGOMERY STREET, SUITE 400  
SAN FRANCISCO, CALIFORNIA 94104

1 Since the beginning of 2015 I have seen Iris Canada at the building on a handful of  
2 occasions, for brief periods of time, usually not lasting more than 24 hours. Many of those  
3 sightings coincided with court case related news appearances or housing activist protests in her  
4 honor.

5 Since the spring of 2015, there has been a concerted effort on the part of Iris Merriouns  
6 to clean up the apartment and make it look habitable including the arrival of a large cleaning  
7 crew that entered the apartment to clear out junk and debris. Comcast cable was reinstalled at  
8 the unit just a few days prior to Iris Canada's first television appearance. I have witnessed Iris  
9 Merriouns sneak into the building past midnight to retrieve mail which was recently redirected  
10 back to 670 Page Street, presumably in an attempt to re-establish the appearance of residency.  
11 In the past six months Iris Canada's visits to the building have become more frequent but  
12 usually coincide with a media interview, lawyer visiting her at her "home", protests being  
13 staged in her honor or an impending or just concluded court hearing. Her visits are very brief  
14 and upon departure it is usually several weeks before she next returns.

15 Based on my having lived at 668 Page Street for 8 years, and observing the comings  
16 and goings, sounds, and general neighborly observations, I am firmly convinced that Iris  
17

18 Canada has not resided at 670 Page Street since the summer of 2012.

19 The fact that our building has not been able to condo convert has, by my estimation,  
20 cost me in excess of \$12,000 in higher mortgage payments which could have been lowered had  
21 Iris Canada agreed to sign the condo conversion paperwork when it was first requested over  
22 two years ago. By delaying the condo conversion further I have additional financial burdens  
23 that could be induced by rising interest rates, diminished value of my home if I need to sell for  
24 any reason until this matter is resolved and the real possibility that the current condo  
25  
26  
27  
28

1 conversion process may be suspended at which point my unit will NEVER be able to convert  
2 since we are a 6-unit building which will not be eligible for conversion after the current  
3 process is suspended. If this becomes a reality and my unit does not condo convert I will be  
4 forced to accept having a variable rate mortgage for the rest of the time I own the unit which  
5 could very well affect my financial stability, force me to sell my unit and potentially leave San  
6 Francisco altogether. The longer these proceedings take to resolve, the larger and more real  
7 these financial burdens become.  
8

9 More importantly though, and the reason that I am taking the time to write this  
10 declaration, is the fact that this litigation process has placed undue stress upon my family.  
11 While there have been very tangible events like the time Iris Canada's fire alarm was going off  
12 for 6 weeks and we could not sleep due to the disturbance, there has also been much more  
13 severe emotional distress caused directly by Iris Merriouns and this litigation. On one such  
14 occasion, Iris Merriouns and I passed each other in the main entryway to the building; she  
15 purposefully stepped into my path of travel, pointed in my face and said in a menacing tone,  
16 "You ain't seen NOTHING yet!" I felt very threatened by her presence and her tone of voice.  
17  
18

19 Additionally, on multiple occasions over the past several months Iris Merriouns has  
20 organized large scale protests at our building; at one such protest one of her supporters shouted  
21 at me, "I hope you die and go to hell!" As well I have been hissed at by groups of people and  
22 booed as I entered and exited the building on multiple occasions, the protestors have even  
23 shouted at my wife and I while we were in our living room, to the point where we left the  
24 building altogether. The protesters that attend these rally's are not interested in the facts of the  
25 case, they are driven by emotional sentiment amplified by Iris Merriouns' lies associated with  
26 the circumstances of the case and in most cases are very angry individuals.  
27  
28

1 Approximately one month ago there was a protest of approximately 150 people at 8am  
2 right in front of the building. My wife called me at work; she was in a panic and stated that  
3 people had scaled the adjacent construction site so that they could trespass on our rooftop and  
4 hang a banner regarding their cause. She was scared to leave the house due to the fact that she  
5 thought strangers might be in the building and she requested that I return home from work (I  
6 had left early that morning) to escort her to her car. I had to leave work to do just that,  
7 something that I should never have had to do if it weren't for Iris Merriouns staging these  
8 angry protests. To see my wife in a state of panic was unsettling and entirely unnecessary.

10 Ironically, that same night, my car was broken into right outside of our home. While I  
11 have no evidence to prove that any of the mornings' protestors were involved in the break-in, it  
12 is a curious coincidence that very well may be due to the fact that 150 angry people were  
13 outside my home that morning. Needless to say the recent escalation of tension associated with  
14 these protests the have left me and my wife feeling very uncomfortable, unsafe and nervous  
15 within the confines of our own home.

17 In the span of one month since the protest was held, three cars have been broken into  
18 while parked in front of our building, a highly unusual rate of break-ins for our neighborhood.

20 While it may simply be coincidence, it is possible that someone may have targeted our building  
21 because of the animosity generated at the protests.

22 I hereby implore the court to take action on this matter. The facts of the case have not  
23 changed, Iris Canada does not reside at 670 Page Street and she failed to maintain the unit in a  
24 habitable condition. Despite countless reasonable attempts to restore Iris Canada's life estate  
25 by Peter Owens, no agreement could be reached and the court ordered legal fees have not been  
26 remanded to Peter Owens, the rightful owner of the unit. Iris Merriouns has recently escalated  
27  
28

ZACKS, FREEDMAN & PATTERSON, PC  
235 MONTGOMERY STREET, SUITE 400  
SAN FRANCISCO, CALIFORNIA 94104

1 her actions to include protest activities that preclude a safe living environment for my family.  
2 Continued delay will only embolden Iris Merriouns to employ further tactics to obfuscate the  
3 facts of the case, impede Peter Owen's due process as well as intimidate and financially harm  
4 her aunt's neighbors. We all wish the outcome of this case was different but the duplicitous  
5 behavior of Iris Merriouns throughout this litigation warrant that the court take immediate  
6 action in Peter Owens' favor.  
7

8 I declare under penalty of perjury of the laws of the State of California that the  
9 foregoing is true and correct.  
10

11 DATED: October 25th, 2016

12   
13 GEOFFREY RAYMOND PIERCE

14  
15  
16 FAX SIGNATURE  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

# EXHIBIT E

ZACKS, FREEDMAN & PATTERSON, PC  
235 MONTGOMERY STREET, SUITE 400  
SAN FRANCISCO, CALIFORNIA 94104

1 Andrew M. Zacks (SBN 147794)  
2 Mark B. Chernev (SBN 264946)  
3 ZACKS, FREEDMAN & PATTERSON, PC  
4 235 Montgomery Street, Suite 400  
5 San Francisco, CA 94104  
6 Tel: 415.956.8100  
7 Fax: 415.288.9755

8 Attorneys for Plaintiffs,  
9 Peter M. Owens  
10 Carolyn A. Radisch  
11 Stephen L. Owens

ELECTRONICALLY  
**FILED**  
Superior Court of California,  
County of San Francisco  
**10/28/2016**  
Clerk of the Court  
BY: CAROL BALISTRERI  
Deputy Clerk

12 SUPERIOR COURT - STATE OF CALIFORNIA

13 COUNTY OF SAN FRANCISCO - UNLIMITED CIVIL JURISDICTION

14 PETER M. OWENS, an individual,  
15 CAROLYN A. RADISCH, an individual,  
16 STEPHEN L. OWENS, an individual,  
17 Plaintiffs,

18 vs.

19 IRIS CANADA an individual, OLD  
20 REPUBLIC TITLE COMPANY, a California  
21 corporation, and DOES 1-10, inclusive,

22 Defendants.

Case No.: CGC-14-543437

**DECLARATION OF CHRISTOPHER  
BEAHN IN SUPPORT OF PLAINTIFFS'  
MEMORANDUM OF POINTS AND  
AUTHORITY IN SUPPORT OF SETTING  
BOND AMOUNT FOR STAY PENDING  
APPEAL AND OPPOSITION TO STAY  
PENDING APPEAL**

Date: November 1, 2016

Time: 2:00 p.m.

Dept.: 502

Judge: Hon. James A. Robertson, II

23 I, Christopher Beahn, declare as follows:

24 1. I have personal knowledge of the following facts discussed below and would  
25 testify truthfully thereto if called to do so. Along with my wife, and our 2 children, I live at  
26 674 Page Street, San Francisco, California. I have been residing at that address on a full time  
27 basis for approximately 8 years. My residence is located directly above 670 Page Street, which  
28 was Iris Canada's unit. 674 Page Street is my full time and only residence.

1           2.     Seeing Iris Canada several times per week was a normal part of our lives. She  
2 popped her head out whenever someone would come up the stairs, asking for help getting her  
3 mail or just chatting. She loved to pet our dog, and talk about her years living in the building  
4 with her husband James. She would show us his artwork and spoke about how he was a welder.  
5 Then in July 2012, we were unable to get Iris to answer her door, and were understandably  
6 concerned. We eventually discovered that her niece Iris Merriouns had removed Iris Canada to  
7 Oakland due to the state of the apartment. We did not see Iris Canada again until late 2015.

9           3.     The following are some examples of why we believe 670 Page Street was  
10 unoccupied completely between July 2012 and late 2015. These are also why we believe Iris  
11 Canada still does not reside in 670 Page Street.

13           4.     We never saw Iris Canada. There was no discernable activity or sounds  
14 emanating from the unit. Aside from some hired cleaners in July of 2012, we did not see  
15 anyone remove garbage or recycling from the unit. The regular delivery of Meals on Wheels  
16 ceased. There was no indication of regular mail service.

18           5.     In December 2015, a loud beeping consistent with a smoke detector low battery  
19 alert began sounding from 670 Page. It was clearly audible within the common stairwell and  
20 within our own unit. This noise went on for more than a month before someone stopped by the  
21 unit and fixed the issue.

23           6.     We have a dog who requires multiple walks per day. So every night for the last  
24 8 years I have taken him out after 9:00 PM for his final walk. For the first several years, we  
25 would always hear the tv and see the flicker of its lights in Iris Canada's living room windows.  
26 Then in July 2012, it became clear that the tv was no longer being turned on, and that the lights  
27 in the unit never changed. The same lights were on for months at a time, with no adjustment or  
28

1 change. If a light would go out, it would be out for months, presumably until a lightbulb was  
2 changed, and then would come back on.

3 7. As many seniors are apt to do, Iris Canada's heat was always on. So much so,  
4 that we barely used our own furnace for the first 4 years we lived in the building. This was  
5 apparent due to the heat rising into our unit through the floors, as well as the furnace clearly  
6 being on in the shared garage space where they are housed. The furnace and blower were  
7 constantly running and clearly audible, and the temperature in the garage was constantly quite  
8 warm. After July 2012, it became clear that the heat within 670 was no longer on. Our own  
9 apartment returned to a normal temperature, as did the garage. I noted the furnace was clearly  
10 no longer running whenever I was in the garage.

11 8. On several occasions, packages or letters were left in front of the door of 670  
12 Page. These remained untouched for weeks or even months at a time.

13 9. When we did begin to see Iris Canada again starting in late 2015, it was only a  
14 handful of occasions when she would be brought to the building by her niece Iris Merriouns.  
15 These seemed to coincide with a reporter or camera crew coming to the apartment, and did not  
16 last more than a few hours. In 2016 Iris Canada began returning for overnight stays, although  
17 these also seemed to coincide with media events or protests outside of the building. She never  
18 stayed more than a night or two, excepting one point when she seemed to have a live-in  
19 caregiver in March. This did not last long, and soon the apartment was again inactive. Within  
20 the last few weeks, Iris has been in the apartment more often.

21 10. We know when Iris Canada is in the building due to either seeing her or her  
22 caregivers (usually Iris Merriouns), noting the tv/lights changing when we pass the apartment,  
23 hearing and feeling her furnace being on, and by the smell of cigarette smoke in our apartment.  
24

1 The cigarette smoke is particularly strong, and is of concern for our children. (Note: I assume  
2 the cigarette smoke is coming from a caregiver, since we never saw or smelled smoke from Iris  
3 Canada when she did live in the building.)

4 11. Based on my having lived at 674 Page Street for 8 years, and having observed  
5 the comings and goings, sounds, use of the furnace, lack of changes in lighting and general  
6 neighborly observations on an almost daily basis, I am firmly convinced that Iris Canada has  
7 not resided at her residence with any consistency since approximately July 2012.  
8

9 12. Since the end of 2015, the court case between Peter Owens et al. and Iris  
10 Canada has resulted in a toxic environment at the building, especially when Iris Merriouns has  
11 been present. On several occasions the police have been called, and there seem to be constant  
12 verbal altercations between Iris Merriouns and various owners in the building. On a recent  
13 occasion (September 22, 2016) when a protest was going on outside the building, I clearly  
14 heard Iris Merriouns and Anna Apke (676 Page) screaming at each other. Anna Apke was  
15 saying, "What did I ever due to you? This is harassment!" Iris Merriouns replied with a string  
16 of expletives. Anna was home with their 3 year-old daughter and several protestors had  
17 somehow gained access to our building and were right above her apartment on the roof.  
18  
19

20 13. On September 12, 2016, I encountered Iris Merriouns bringing her great aunt,  
21 Iris Canada, up the stairs into the building. The apartment had been empty since at least the  
22 previous Wednesday, September 7, which we know because there was a posting from the  
23 sheriff that had to be removed in order to open the door to the apartment. A very short time  
24 later paramedics arrived and took Iris Canada to the hospital.  
25

26 14. All of these have led to a caustic environment, and have resulted in a great deal  
27 of undue anxiety on the part of my wife and myself. During protests, my wife and I have  
28

1 driven away from our home rather than have our children walk through the throngs of  
2 protestors. My wife dreads walking into the building in fear of a confrontation with Iris  
3 Canada's family, and has been under considerable stress from the whole situation.

4 15. Our neighbor's car has been broken into twice in September 2016 while being  
5 parked in front of our building. Another similar looking car was broken into in front of our  
6 building during this same period. Although vehicle crimes are not rare in our neighborhood, 3  
7 in the exact same location and in the short span of a few weeks certainly seems excessive.  
8 There were no other nearby cars similarly vandalized. During the protest on September 22,  
9 2016, several protestors climbed onto the roof of our building. We have questioned our safety  
10 within the unit, have installed alarms on our windows and have proposed security cameras for  
11 the building.  
12

13 16. It is worth noting that during all of this, we have been patiently waiting almost 2  
14 years for the court case to run its course. We have been open to resolving this amicably. We  
15 have reached out to our city Supervisor, London Breed, on multiple occasions to ask for  
16 assistance in mediating some type of resolution. We have hosted a representative from her  
17 office, and basically been told that there is little they could do. We have let Peter Owens know  
18 that we were willing to accept modifications to the life estate, if it resolves the issue. He  
19 attempted to negotiate a compromise, but has been led on and then rebuffed again and again by  
20 Iris Canada on the advice of her family.  
21


22 17. At this point, I have no hope that this issue will be settled. Instead, the  
23 continued delays seem to invite increasingly aggressive protests and actions by Iris Canada's  
24 supporters and family, and deepen our own concerns regarding our safety and the likelihood of  
25  
26  
27  
28

ZACKS, FREEDMAN & PATTERSON, PC  
235 MONTGOMERY STREET, SUITE 400  
SAN FRANCISCO, CALIFORNIA 94104

1 further criminal activity. Further, dragging out a resolution appears to be having negative  
2 affects on Iris Canada's health, as is evidenced by her recent hospitalization.

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

5  
6 DATED: October 24, 2016

7   
8 Christopher Beahn

9  
10 FAX SIGNATURE  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

# EXHIBIT F

ZACKS & FREEDMAN, P.C.  
235 MONTGOMERY STREET, SUITE 400  
SAN FRANCISCO, CALIFORNIA 94104

1 ANDREW M. ZACKS, SBN 147794  
2 MARK B. CHERNEV, SBN 264946  
3 ZACKS & FREEDMAN, P.C.  
235 Montgomery Street, Suite 400  
San Francisco, CA 94104  
4 Tel: 415.956.8100  
Fax: 415.288.9755

5 Attorneys for Plaintiffs  
Peter M. Owens  
6 Carolyn A. Radisch  
Stephen L. Owens  
7

8 **SUPERIOR COURT – STATE OF CALIFORNIA**  
9 **COUNTY OF SAN FRANCISCO – UNLIMITED CIVIL JURISDICTION**

10 PETER M. OWENS, an individual,  
11 CAROLYN A. RADISCH, an individual,  
12 STEPHEN L. OWENS, an individual,

13 Plaintiffs,

14 vs.

15 IRIS CANADA an individual, OLD  
16 REPUBLIC TITLE COMPANY, a California  
corporation, and DOES 1-10, inclusive,

17 Defendants.  
18  
19  
20  
21

Case No.: CGC-14-543437

**AMENDED DECLARATION OF  
MICHEL BECHIRIAN IN SUPPORT OF  
AMENDED MOTION FOR SUMMARY  
JUDGMENT OR IN THE  
ALTERNATIVE SUMMARY  
ADJUDICATION**

Date: December 22, 2015  
Time: 9:30 a.m.  
Dept.: 501  
Judge: Hon. Ronald E. Quidachay

Action Filed: December 30, 2014  
Trial Date: January 25, 2016

22 I, Michel Bechirian, declare as follows:

23 1. I am an individual over the age of 18. I have personal knowledge of the  
24 following facts discussed below and would testify truthfully thereto if called to do so.

25 2. I have lived at 678 Page Street, San Francisco, California on a full time basis for  
26 approximately 12 years. My residence is located two floors directly above to 670 Page Street,  
27 which is Iris Canada's unit. 678 Page Street is my full time and only residence.  
28

**ELECTRONICALLY  
FILED**  
*Superior Court of California,  
County of San Francisco*  
**10/05/2015**  
**Clerk of the Court**  
BY:ROMY RISK  
Deputy Clerk

-1-  
DECLARATION OF MICHEL BECHIRIAN

1           3.     When I first moved to 678 Page Street I would typically see Iris Canada  
2 approximately 3-4 times per week on a regular basis. This continued for approximately 9  
3 years. Our interactions typically involved neighborly chitchat, asking after her relatives and  
4 church friends, I would sometimes bring Iris fresh produce from the farmer's market and Iris  
5 Canada would also share stories with me about her youth. During the first few years of our  
6 interaction, I would see Iris Canada venturing out with elderly relatives, typically to church on  
7 Sundays.  
8

9           4.     Over the 9 years that I have known Iris Canada, I have been invited and entered  
10 her apartment on numerous occasions, typically to help her with small jobs, such as changing  
11 light bulbs and smoke detector batteries.  
12

13           5.     Beginning in the summer of 2012 I stopped seeing Iris Canada on a regular  
14 basis. The last time I recall seeing Iris Canada living at her apartment was approximately June  
15 2012. Since that time I have only seen Iris Canada at the building on two occasions, once in  
16 late 2014 and another time on January 31, 2015. On both occasions Iris was accompanied by  
17 someone I now know to be a relative. On the first occasion the relative, her niece, opened the  
18 door to Iris's apartment and both went inside for a short time before leaving together. The  
19 niece closed and locked the apartment door. I tried to talk with Iris – to ask after her health and  
20 well-being, but was discouraged by the niece. Between the first time I saw Iris Canada and the  
21 niece together and the second time, the locks on unit 670 were changed. This became apparent  
22 when a San Francisco city electrical inspector could not be given access to the apartment using  
23 the original emergency access key. As a result the owner Peter Owens notified Iris the locks  
24 would be changed back to allow for emergency access. The second time I saw Iris Canada, the  
25 niece opened the street door and attempted to open the door to Iris apartment. When the niece  
26  
27  
28

1 realized the locks had been changed back she called the police. The police instructed the niece  
2 not to interfere with the new locks. After the police left the premises the niece called a  
3 locksmith and had the locks changed again. For several hours Iris Canada was sitting in the  
4 niece's car on a cold night. At some point later that night, Iris Canada was observed being  
5 served court papers. Besides these two recent episodes, I have not seen Iris Canada at the  
6 building or 670 Page Street since the summer of 2012.  
7

8 6. During the time since I first moved into 678 Page Street I would see where Iris  
9 Canada's mail was delivered on a regular basis. Iris Canada would often listen for the building  
10 front door to open, or at least that is what I suspected. Iris Canada would then open her  
11 apartment door and when she saw me we would make small chat for a few minutes. I would  
12 often ask her if she would like me to collect her mail for her because the stairs gave her  
13 difficulty. Since the summer of 2012 I believe that her mail has been redirected. On at least  
14 two or three separate occasions I have seen packages from a medical delivery company remain  
15 on her doorstep for months before they were removed.  
16

17 7. For several years before 2012 San Francisco Social Services would deliver  
18 prepared meals for Iris Canada (her gas stove had been discontinued earlier due to safety  
19 concerns). Meal packages would be delivered to her door. Sometimes these would remain on  
20 Iris's doorstep until the late evening when she would retrieve them. Iris would routinely leave  
21 the remaining food packages on her doorstep for pick-up by Social Services. Shortly after June  
22 2012 the food service stopped. I can only imagine someone contacted the city to suspend or  
23 stop the service.  
24

25 8. On a regular basis I would see the light of Iris Canada's living room turn on  
26 around dusk. Since approximately June 2012 I have not seen the lights switch on or off at Iris  
27  
28

1 Canada's residence. After I saw Iris in January 2015 the hall light, and a light in a bedroom has  
2 remained on. The lights are not switched off at daylight or switched on at dusk.

3 9. During my time living at 678 Page Street I would hear typical residential sounds  
4 coming from Iris Canada's residence, not limited to television, radio, alarm clocks, and talking,  
5 on a regular basis. I would normally hear the radio and television daily and would also hear  
6 the telephone ring. I have not heard any sounds coming from the residence since June 2012  
7 that would evidence that Iris Canada, or anyone else, was present or living at her residence.  
8

9 10. The furnace for 670 Page Street, Iris Canada's residence is located in a shared  
10 garage in our building. Iris Canada's furnace would typically and constantly cycle on and off,  
11 as furnaces are designed to do. I have not observed or seen any evidence that Iris Canada's  
12 furnace has cycled on in over 2 years.  
13

14 11. I first realized I had not seen Iris Canada for some time in June 2012. Because I  
15 would typically see her on a daily basis, after a few days of not seeing her, I became concerned  
16 for her well being and asked my neighbors if they had seen her, to which none had. I discussed  
17 my concerns in greater detail with one neighbor, Chris Beahn, and we agreed that based on our  
18 shared concerns for her health and well being, we should check on her, and if necessary, enter  
19 her apartment to perform a check on welfare by using the emergency keys, which we have for  
20 such situations. Repeatedly over the course of several hours, Chris Beahn and I knocked on  
21 the front door, used the door buzzer and called out to Iris. When it was apparent Iris was not in  
22 the apartment or unable to respond we opened the door using the emergency key and before  
23 entering first announced ourselves as Michel and Chris her neighbors. When there was no  
24 response and we could not hear any movement, Chris and I entered the unit. On entering the  
25  
26  
27  
28

1 apartment we saw rotting food, trash, roaches, and both dead and dying vermin caught in traps.

2 There was no sign of Iris Canada.

3 12. In mid-July of 2012 relatives of Iris Canada arranged for exterminators to come  
4 to the apartment and address the infestation. Cleaners were hired to deal with the trash, and  
5 multiple refuse sacks were filled and removed from the apartment. I have no knowledge of Iris  
6 Canada returning to the residence since that time.

8 13. The gas to the stove in Iris Canada's apartment was disconnected several years  
9 ago because of the fire hazard presented by the continued vacancy at the apartment.

10 14. Approximately December 15, 2014 I began hearing a low battery smoke  
11 detector signal ringing, which I was able to determine was coming from Iris Canada's  
12 apartment. That signal went on for approximately five weeks. At no point was there any  
13 interruption of the low battery signal until January 21, 2015.

15 15. On January 24, 2015 I observed an envelope posted on Iris Canada's door at  
16 670 Page Street. The envelope remained there, undisturbed, until January 31, 2015.

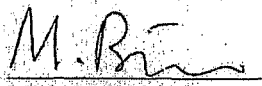
18 16. I recall Iris Canada coming to the residence on January 31, 2015 with someone I  
19 understood to be her niece. I met Iris Canada and her niece outside the building, along with  
20 several other neighbors and Iris Canada appeared disoriented and unsure of what was  
21 happening around her.

22 17. Based on my having lived at 678 Page Street for almost 12 years, and having  
23 observed the comings and goings, sounds, and general neighborly observations on an almost  
24 daily basis, I am firmly convinced that Iris Canada has not resided at her residence since  
25 approximately June 2012.

ZACKS & FREEDMAN, P.C.  
235 MONTGOMERY STREET, SUITE 400  
SAN FRANCISCO, CALIFORNIA 94104

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

3  
4 DATED: October 2, 2015

5   
6 Michel Bechirian

7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

FAXED

# EXHIBIT G

ZACKS, FREEDMAN & PATTERSON, PC  
235 MONTGOMERY STREET, SUITE 400  
SAN FRANCISCO, CALIFORNIA 94104

1 Andrew M. Zacks (SBN 147794)  
2 Mark B. Chernev (SBN 264946)  
3 ZACKS, FREEDMAN & PATTERSON, PC  
4 235 Montgomery Street, Suite 400  
5 San Francisco, CA 94104  
6 Tel: 415.956.8100  
7 Fax: 415.288.9755

8 Attorneys for Plaintiffs  
9 Peter M. Owens  
10 Carolyn A. Radisch  
11 Stephen L. Owens

12 SUPERIOR COURT – STATE OF CALIFORNIA

13 COUNTY OF SAN FRANCISCO - UNLIMITED CIVIL JURISDICTION

14 PETER M. OWENS, an individual,  
15 CAROLYN A. RADISCH, an individual,  
16 STEPHEN L. OWENS, an individual,  
17 Plaintiffs,

18 vs.

19 IRIS CANADA an individual, OLD  
20 REPUBLIC TITLE COMPANY, a California  
21 corporation, and DOES 1-10, inclusive,  
22 Defendants.

Case No.: CGC-14-543437

DECLARATION OF ALEXANDER APKE  
IN SUPPORT OF PLAINTIFFS'  
MEMORANDUM OF POINTS AND  
AUTHORITY IN SUPPORT OF SETTING  
BOND AMOUNT FOR STAY PENDING  
APPEAL AND OPPOSITION TO STAY  
PENDING APPEAL

Date: November 1, 2016  
Time: 2:00 p.m.  
Dept.: 502  
Judge: Hon. James A. Robertson, II

23 I, Alexander Apke, declare as follows:

24 1. I have personal knowledge of the following facts discussed below and would  
25 testify truthfully thereto if called to do so. I have lived at 676 Page Street, San Francisco,  
26 California on a full time basis for approximately 4 years. My residence is located 2 floors  
27 above and one over from 670 Page Street, which was Iris Canada's unit. 676 Page Street is my  
28 full time and only residence.

1           2.       When I first moved into 676 Page Street, I would regularly see Iris Canada at  
2 least 3 times a week. She opened the door to her unit 670 Page Street whenever someone  
3 opened the building front door or when I walked down the stairs and past her unit. We used to  
4 have conversations about the weather, recently visiting friends and relatives, and her home.  
5 Particularly she liked talking about when she moved from the top floor of the building down to  
6 670 Page Street. I always helped her bringing the mail from the mailboxes on the ground floor,  
7 up to her unit on the first floor.  
8

9           3.       Iris Canada had regular Meals on Wheels deliveries that suddenly stopped, and  
10 deliveries of what appeared to be medicine sat in front of her door for months. Both the  
11 stopping of meals and the drug deliveries piling up occurred in the summer of 2012. At the  
12 time, everyone in the building asked each other when we had last seen Iris Canada. I distinctly  
13 remember someone coming to visit Iris Canada at the time, and I couldn't help them, telling  
14 them that I hadn't seen her in a while.  
15

16           4.       In the past 4 years, I have only seen Iris Canada in or around the building  
17 perhaps a total of 6-7 times. She has stayed overnight in the building maybe at most three  
18 times, usually leaving with Iris Merriouns early the next day.  
19

20           5.       Since I primarily work from home, over the past 4 years, I have been able to  
21 observe Iris Merriouns pick up Iris Canada's mail or other deliveries relatively infrequently,  
22 initially every few months or so, and only increasing to approximately once a month in the past  
23 year or so. I have also seen Iris Merriouns intercept the mail person to get the mail without ever  
24 stepping into the building. I have never seen Iris Canada with Iris Merriouns whenever the mail  
25 was removed from the premises.  
26  
27  
28

1           6.     On May 6th, 2015 and separately on January 9th, 2016 I noticed that all the  
2 lights to 670 Page were off and looked at the 670 Page Street PG&E electricity meter in the  
3 garage said there was no service, all the other meters to other units had service. The power was  
4 subsequently restored the next day in each case, but not before someone shows up from  
5 somewhere else, without a sighting of Iris Canada. In one instance, I saw Iris Merriouns leave  
6 the building, in another I only heard that one of the other residents of the building saw the door  
7 ajar and heard noises from inside the unit.  
8

9           7.     On March 14th, 2016, a Comcast truck was in front of the building to install  
10 service at 670 Page Street. This was about 5 days before someone with a camera showed up,  
11 presumably to take pictures of Iris Canada watching tv in her home. Not long after I read a  
12 news article or blog post showing a photo of Iris Canada and a TV in the background with a  
13 comment stating that one of her hobbies is watching TV. The year before, around October  
14 15th, 2015, Comcast was required to move their outdoor cable service box at our building 668-  
15 678 Page due to it blocking the new construction project at 690 Page Street at the time. The  
16 only unit in the building that had active cable service was 674 Page Street when the box was  
17 relocated.  
18

19           8.     On September 12th 2016 at 9:04 pm, two days before the sheriff was scheduled  
20 to reposes 670 Page and 5 days after the undisturbed posting was on the door, I heard the  
21 building door and then a few seconds later a mailbox open. I rushed down the stairs from my  
22 unit and noticed that the sheriff's posting was removed, and quickly snapped a photograph of  
23 the apartment door without the posted notice. While I was going down the stairs I heard mail  
24 being ruffled, and the building door open and close again just about when I took the picture.  
25 About 30 minutes later at 9:33 pm, I was leaving the building and ran into both Iris Canada and  
26  
27  
28

1 Iris Merriouns, they were at the building door just when I opened it. Immediately upon Iris  
2 Merriouns seeing me, she angrily asked "Can I help you?", I said no as I continued to exit the  
3 building. Iris Canada did not appear in distress at the time, and was being helped into the  
4 building by Iris Merriouns. The building door closed behind them, and I took out my phone, re-  
5 opened the building door, and took a picture of both Iris' walking up the stairs without the  
6 sheriff's notice on the front door of 670 Page Street unit. 10 minutes later, my wife Anna calls  
7 me to get back home ASAP since the paramedics were at and in the building. I rushed home,  
8 saw the ambulance and heard the paramedics inside 670 Page Street. Both front doors were  
9 open, to the building and 670 Page. I continued upstairs back to my unit and later came back  
10 down to walk my dog. The paramedics were still in 670 Page and as I was walking down, I  
11 briefly heard the paramedics say that they would be taking Iris to the hospital for observation.  
12 As I was walking the dog, I saw the ambulance leave and saw Iris Merriouns get into her car,  
13 which was parked in front of a fire hydrant, and drive away.  
14

15  
16 9. The inability to condo convert has impacted my family in a number of ways. I  
17 am unable to get a fixed mortgage as Tenancy In Common mortgages are only available as  
18 adjustable rate and also have significantly higher interest rates compared to standard 30 year  
19 fixed mortgages. Not only do I pay more, but I will have to worry about the Federal Reserve  
20 Bank interest rate increases. I also will be required to refinance every few years to avoid large  
21 ballooning interest rates on my mortgage. My two year old daughter is nearly ready to enter  
22 school, but I am concerned about having the financial stability to be able to save for school,  
23 other learning expenses, and later even college tuition. This also is a concern with being able to  
24 save for retirement.  
25  
26  
27  
28

1           10. With the behavior and general negativity of Iris Merriouns, I am concerned with  
2 the welfare of my home and family. I especially worry anytime I leave the building that  
3 something might happen when I am not home. My first interaction with Iris Merriouns, was  
4 when Iris Canada disappeared and everyone was wondering what happened to her, it set the  
5 tone for all future encounters. I simply asked what happened to Iris Canada, we hadn't seen her  
6 in a while, and the acrimonious response from Iris Merriouns was, "I don't know you", and  
7 initially didn't want to answer at all, and then said she was fine.  
8

9  
10           11. There have been 2 separate incidents where the media and a number of tenant  
11 rights advocates, have picketed in front of our building. Both times, I was concerned about  
12 what some of these people were capable of doing, not only during the protests, but later even  
13 after they left, many of them seemed angry enough to escalate their actions beyond the protest  
14 alone. Many of the protestors were not peaceful as they claimed they would be. Making  
15 statements that I wouldn't want my or any other child to hear, yet my daughter could and did  
16 hear it.  
17

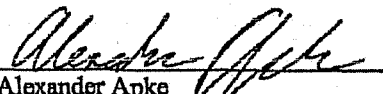
18           12. The most recent of the two protests on September 22nd. There was a very large  
19 protest of over 100 people. At least 5 or possibly more individuals trespassed on my roof to put  
20 up a very large banner, and despite me telling them that they were trespassing and that they  
21 needed to take down their banner. They ignored my request, and continued with their rally.  
22 Even after going onto the roof to take down their banner, I was chased by one of the protesters  
23 who demanded their banner back. A policeman that saw what happened and was less than 15  
24 feet away from the incident told the protester that they needed to get down off of my roof  
25 before they would get their banner back. A minute or two later, the same person jumped over  
26  
27  
28

ZACKS, FREEDMAN & PATTERSON, PC  
235 MONTGOMERY STREET, SUITE 400  
SAN FRANCISCO, CALIFORNIA 94104

1 or crawled under a fence into my back yard to take the banner, and subsequently trespassed on  
2 my roof again to put up the same banner. When I went on the roof to once again attempt to take  
3 the banner off of my home, this time they had reinforcements, and didn't take it down until  
4 after the mob started moving down the street. In fact, our garage was broken into the next  
5 morning after the protest on September 23<sup>rd</sup>, suspiciously. While we can't be sure that the two  
6 events are linked, in the 5 years I have lived at 676 Page, this is the first time we ever had a  
7 break-in, less than a day after a large protest at the building. In particular, as a result of the  
8 trespassing and actions of the protestors, I am concerned for the safety of my home and family.  
9

10 I declare under penalty of perjury of the laws of the State of California that the  
11 foregoing is true and correct.  
12

13 DATED: September 26, 2016  
14

15   
16 Alexander Apke  
17

18 FAX SIGNATURE  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

# EXHIBIT H

Attorney Or Party Without Attorney (Name and Address) <b>MARK B. CHERNEV, ESQ. (264946)</b> <b>ZACKS &amp; FREEDMAN, PC</b> <b>235 Montgomery Street, Suite 400</b> <b>San Francisco, California 94104</b>		Telephone: <b>(415) 956-8100</b>	FOR COURT USE ONLY
Attorneys for: <b>PLAINTIFFS</b>		Ref. No. Or File No. <b>W2652043</b>	
Insert name of court, judicial district and branch court, if any: <b>SUPERIOR COURT OF THE STATE OF CALIFORNIA</b> <b>FOR THE CITY AND COUNTY OF SAN FRANCISCO</b>			
Plaintiff: <b>PETER M. OWENS</b>			
Defendant: <b>IRIS CANADA</b>			
<b>DECLARATION</b>	Date: <b>10/12/2015</b>	Time: <b>10:00 a.m.</b>	Dept./Div: <b>WOJ</b>
		Case Number: <b>CGC 14 543437</b>	

**MEALS ON WHEELS OF SAN FRANCISCO**

1375 Fairfax Avenue  
San Francisco, CA 94124

RECORDS PERTAINING TO: **IRIS CANADA**  
 670 Page Street  
 San Francisco, CA

1. ☒ **CERTIFICATION OF RECORDS COPIED** (Custodian's Initials: RMC)

- a. I am a duly authorized Custodian of Records, or other qualified witness, for the above-named business. As such I have the authority to certify these records.
- b. The photocopied records submitted herewith are true copies of all records described in the Deposition Subpena/Authorization.
- c. To the best of my knowledge, all such records were prepared or compiled by the personnel of the above-named business in the ordinary course of business, at or near the time of the acts, conditions, or events recorded.
- d. No documents have been withheld in order to avoid their being photocopied. If we have only part of the records described in the Deposition Subpena/Authorization, such records as available are provided.

2. ☐ **CERTIFICATION OF NO RECORDS** (Custodian's Initials: \_\_\_\_\_)

- a. I am a duly authorized Custodian of Records, or other qualified witness, for the above-named business. As such I have the authority to certify these records.
- b. A thorough search has been made for the documents described in the Deposition Subpena/Authorization and, based on the information provided to us for identification, no such records were found.
- c. No copies of records are transmitted because we do not have said records.

If no records, please explain

---



---



---



---

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on (date) 9-30-15 at (place) San Francisco, California.

Print name: Robin Meese-Cruz Signature: Robin L. Meese-Cruz

Witnessed: Albrantley

**DECLARATION OF CUSTODIAN OF RECORDS**

**W2652043**

C.C.P. 1985-1997, 2018-2021  
Evid. Code 1560-1566; etc.



**MEALS ON WHEELS OF S.F.**  
**HOME DELIVERED MEALS CLIENT CHANGES**

DATE: 7/6/12

☒ H/C DAYS: M TUE W TH F S S

FROZ: MON/THUR TUE/FRI

CLIENT'S NAME: Iris Canada ROUTE #: 2-wa DIET: veg diabetic

ADDRESS: 670 ~~ST~~ page st.

CANCEL: X (UFN) RESUME: \_\_\_\_\_ DIET CHANGE: \_\_\_\_\_

SPECIAL DEL: \_\_\_\_\_ NEW START: \_\_\_\_\_ SCHEDULE CHANGE: \_\_\_\_\_

MESSAGE: clnt getting house fumigated. niece will  
call to resume next week.

CALLER: Helen Brackford RELATIONSHIP TO CLIENT: niece PHONE: Redacted

TAKEN BY: Crystal MSC CHANGES: (C) NUTRITIONIST: \_\_\_\_\_ COMPUTER: (M)

PROG MGR: \_\_\_\_\_ NEW CLIENT PKG: \_\_\_\_\_ DRIVER RESPONSE REQUESTED: \_\_\_\_\_

05/07

**MEALS ON WHEELS OF S.F.**  
**HOME DELIVERED MEALS CLIENT CHANGES**

DATE: 10-2-12

☒ H/C DAYS: M TUE W TH F S S

FROZ: MON/THUR TUE/FRI

CLIENT'S NAME: IRIS CANADA ROUTE #: 2-WA DIET: D

ADDRESS: 670 PAGE ST

CANCEL: 10-2 RESUME: PERM DIET CHANGE: \_\_\_\_\_

SPECIAL DEL: \_\_\_\_\_ NEW START: \_\_\_\_\_ SCHEDULE CHANGE: \_\_\_\_\_

MESSAGE: OTHER-UFN 7-6-12

CALLER: \_\_\_\_\_ RELATIONSHIP TO CLIENT: \_\_\_\_\_ PHONE: \_\_\_\_\_

TAKEN BY: AB MSC CHANGES: \_\_\_\_\_ NUTRITIONIST: \_\_\_\_\_ COMPUTER: GI 10/3

PROG MGR: \_\_\_\_\_ NEW CLIENT PKG: \_\_\_\_\_ DRIVER RESPONSE REQUESTED: \_\_\_\_\_

05/07



# Home Delivered Meal Service Name: CANADA, IRIS

Meals On Wheels of San Francisco

Home About SSAID Search Help Hide Page Title Hide Page Footer Reports News Back

InActive Inactive ▼

Start Date: 12/3/2007 ☐

Key Client: ☐

Stop Date: 10/2/2012 ☐ Signature Letter

No Donation Letter: ☐

Status: Other ▼

FLL: ☐

Oven: Select ▼

Fridge: Select ▼

Log History Note:

Change Requestor:

Save

Type	MON	TUE	WED	THU	FRI	SAT	SUN
Hot:	1	1	1	1	1	0	0
Cold:	0	0	0	0	0	0	0
Frozen:	0	0	0	0	0	0	0
H.D.C.:	0	0	0	0	0	0	0

Diet: Diabetic ▼ Disabled: ☐

Grant/funding: No Contribution Letter ▼

Route group: MOWSF ▼

Route ID: 2-WA ▼

Del Seq: 137

Alt Route ID: ▼

Cross Street:

Frequency: Weekly ▼ Current week is (Even)

Residence directions: Please help carry the food inside if necessary.

Client Details:

Special Notes:

Thanks Giving

No Meal ☐ Yes Meal ☐ Hot ☐ MS ☐

Save

Suspensions period

No.	Reason	Description	Susp. Start	Service Resumed
1	other	house fumigated	7/9/2012	10/02/2012

Bill to :Title/First/last Mr. ▼

Address:

City

State: ▼

Zip:

Telephone:

Save

Client Note (You Have 0 Notes)

[SSC Form](#) [Client Details](#) [Restricted diet](#) [Direction](#) [Delivery Order](#) [Kitchen and Driver list](#) [Meals Scheduler](#)  
[Alternate Services](#)

Printed: 9/28/2015 12:40:29 PM SSAID Copyright 2015 | All Rights Reserved | Site development by PCC Internet Group

# EXHIBIT I

ANDREW M. ZACKS, SBN 147794  
MARK B. CHERNEV, SBN 264946  
ZACKS & FREEDMAN, P.C.  
235 Montgomery Street, Suite 400  
San Francisco, CA 94104  
Tel: 415.956.8100  
Fax: 415.288.9755

Attorneys for Plaintiffs  
Peter M. Owens  
Carolyn A. Radisch  
Stephen L. Owens

**ELECTRONICALLY  
FILED**  
Superior Court of California,  
County of San Francisco  
**10/01/2015**  
Clerk of the Court  
BY: ROMY RISK  
Deputy Clerk

**SUPERIOR COURT – STATE OF CALIFORNIA  
COUNTY OF SAN FRANCISCO – UNLIMITED CIVIL JURISDICTION**

PETER M. OWENS, an individual,  
CAROLYN A. RADISCH, an individual,  
STEPHEN L. OWENS, an individual,

Plaintiffs,

vs.

IRIS CANADA an individual, OLD  
REPUBLIC TITLE COMPANY, a California  
corporation, and DOES 1-10, inclusive,

Defendants.

Case No.: CGC-14-543437

**DECLARATION OF PETER M. OWENS  
IN SUPPORT OF MOTION FOR  
SUMMARY JUDGMENT OR IN THE  
ALTERNATIVE SUMMARY  
ADJUDICATION**

Date: December 22, 2015  
Time: 9:30 a.m.  
Dept.: 501  
Judge: Hon. Ronald E. Quidachay

Action Filed: December 30, 2014  
Trial Date: January 25, 2016

I, Peter Owens, declare as follows:

1. In August 2002, my wife, brother and I bought the six-unit building commonly known as 668-78 Page Street in San Francisco. I lived in Unit 672 and later in Unit 668 with my brother Christopher from the fall of 2002 until the fall of 2003 while we renovated 5 of the 6 units in building. All five units were sold as TIC units over summer and fall of 2003.

2. The only unit we did not renovate was Unit 670. It was occupied by Iris Canada, a then 86-year-old woman who had lived there many years. Over the time I was there,

1 I became well acquainted with Iris Canada and visited her often. I particular, I remember we  
2 threw a party for her 87<sup>th</sup> birthday in our apartment. She came with her old friend "Mr.  
3 Charlie". Though in her late 80's she danced and sang told stories from the 50's when she was  
4 a young woman in San Francisco. We became quite fond of her over this time. Although not  
5 required to do so, and to the best of our knowledge unprecedented, during 2004 and 2005 we  
6 negotiated a life estate for Iris Canada with her attorney at the time, Stephen Collier of the  
7 Tenderloin Housing Clinic. The life estate agreement enabled her to remain living in the unit  
8 for less than she had been paying for rent. One important term of the life estate was that Iris  
9 Canada permanently reside at 670 Page Street as the sole and only occupant. The benefit of  
10 the Life Estate was always intended to benefit Iris Canada and Iris Canada alone. It was  
11 designed to allow her to continue to live in the unit, as she had for many years, as long as she  
12 could take care of herself. The sole residency requirement was also intended to prevent other  
13 people unknown to us from moving in the unit and taking advantage of Iris and potentially  
14 undermining our intent.  
15

16  
17  
18 3. In 2003 I moved back to Hanover, New Hampshire, where I currently reside.  
19 Although I have not lived at 668-78 Page Street for quite some time, I am aware that other  
20 residents living at the property would see Iris Canada on a regular basis, and look after her.  
21 Additionally, I have continued to keep in touch with Iris Canada through cards and telephone  
22 calls, typically around her birthday as well as other times during the year. I would estimate  
23 that I generally corresponded with Iris Canada approximately six times per year.  
24

25 4. In November 2005 I had a telephone conversation with Iris Canada where she  
26 had indicated to me that her stove was broken, and that she had broken her arm in two places.  
27 After hearing of her injury, I became concerned about her welfare, and hired a social worker,  
28

1 Sara Madigan, with the Community Health Resource Center, to check on Iris Canada. After  
2 her first home visit with Iris Canada, Sara Madigan indicated in her report that Iris Canada  
3 *"reports that her nieces and friends help her with food, housekeeping, errands and doctors*  
4 *appointments. She is connected with Western Addition Senior Center, gets 'meals on wheels'*  
5 *delivered meals and uses their transportation as well as the city paratransit program. There is*  
6 *some clutter in her home (photo albums, boxes and papers). She reports her nieces don't have*  
7 *time to help her or physically cannot. Says she cannot afford to hire someone to help her*  
8 *clean. She does not qualify for low income or free assistance as her income is too high. I*  
9 *believe she could afford a housekeeping service or a homecare agency, they charge between*  
10 *\$12-20/hour. She is experiencing some social withdrawal, isolation and possibly depression*  
11 *but she did not feel she wanted any assistance in addressing these. Says she will contact*  
12 *Western Addition Senior Center if she needs anything."*  
13  
14

15         5.       In October 2006, I received a call from Melissa Dubasik in Unit 672 informing  
16 me that Iris had been showing signs of forgetfulness and possible dementia. Iris Canada had  
17 locked herself out of her apartment several times and required a locksmith to get her back  
18 inside. Melissa Dubasik had contacted Iris Canada's niece, Bertha Johnson, who arranged to  
19 have keys made and left with Alexandra (next door neighbor at the time) and Melissa Dubasik  
20 (who lived upstairs) in case it happened again.  
21

22         6.       Up to approximately 2007, Iris would always send me greeting cards or notes  
23 along with her monthly life estate payments. The last note I received from Iris was on June 30,  
24 2007. That note stated *"Hello Peter and Family. About to make another birthday. I am doing*  
25 *OK. Trying to get ready for Church and get this mail off to you. God bless. Love to all, Iris."*  
26  
27  
28

1 Monthly checks continued for the next five years however I never received another note after  
2 that one.

3 7. In August 2007 I received an email from Melissa Dubasik reporting an incident  
4 where Iris had unwittingly left the gas to the stove on. For obvious reasons associated with the  
5 safety of Iris Canada, the other residents, and the building as a whole, this incident greatly  
6 concerned me. The source was only discovered after considerable panic and the help of a  
7 fireman. Melissa Dubasik was very concerned also because *"The smell of gas was very strong.  
8 What if she had left her unit with the stove on or just forgot all together and none of us were  
9 home to check on her? As much as I like Iris I cannot but help feel she is unable to look after  
10 herself based on other similar situations that have occurred over the years. Right or wrong the  
11 perception is you bear a level of responsibility for her and the unit. This stems from the fact  
12 that you have been so kind to her over the years. I do not want to sound harsh or insensitive  
13 however I think we all agree that our safety and the safety of the building are of the utmost  
14 importance."*

15 8. By January of 2009 the incidents of leaving the gas on had continued, and  
16 gotten so bad that the other tenants in the building contacted Adult Protective Services about  
17 Iris Canada. I received a letter dated January 26, 2009 from Larry Henderson (Worker #4354)  
18 informing me of seven documented incidents of gas being left on or Iris Canada's apartment  
19 being filled with smoke. While he had hoped to have the stove gas line capped (requiring work  
20 to be performed by PG&E and a site visit), he was only able to temporarily shut off the gas  
21 valve to protect her. *"I was working with client's niece (also named Iris [Iris Merriouns],  
22 discussed infra) who was supposed to be working on the issue, but I have not heard back from  
23 her in some time now. At this point, I need to close the case."* To the best of my knowledge,  
24  
25  
26  
27  
28

1 from this point forward Iris Canada no longer used her stove, nor was the stove able to be used  
2 in its current state, and Iris Canada and depended on family members and social service  
3 providers to bring her meals.

4       9.       While I have received no direct contact from Iris Canada after 2007, I did  
5 continue to get updates on her welfare from time to time from Michel Bechirian, my long time  
6 neighbor and building partner who was also very friendly with Iris Canada.

7  
8       10.       On July 12<sup>th</sup> 2012 just after midnight (EST), I received an email from Michel  
9 Bechirian reporting that Chris Beahn (Iris Canada's upstairs neighbor) had discovered Iris  
10 Canada had gone missing earlier that evening. Chris Beahn was worried about Iris Canada  
11 and was forced to use the spare key to gain access to her apartment that evening to perform a  
12 check on welfare. Chris Beahn discovered that Iris Canada was not there. I tried calling her  
13 niece Bertha Johnson but was told I had the wrong number.

14  
15       11.       Four days later, Michel Bechirian informed me that he was able to reach another  
16 niece of Iris Canada, Iris Merriouns. Michel Bechirian indicated that Iris Merriouns came over  
17 to break some family news, Iris Merriouns saw the state of the apartment, and quickly took Iris  
18 Canada away. At that time, Iris Merriouns arranged for an exterminator to come to the  
19 apartment and to return periodically for the next month to address an obvious infestation  
20 problem that had developed. Iris Merriouns also explored the idea of disposing of a lot of the  
21 accumulated junk from the apartment, possibly by renting a mini dumpster. Iris Merriouns  
22 also mentioned there was a problem with a hole in the sheet-rock in the apartment and she also  
23 inquired about the Food Bank Center located next door. It was at this point it became clear to  
24 Michel Bechirian that Iris Canada was at a stage where she was no longer reasonably able to  
25 look after herself.  
26  
27  
28

1           12. My first contact with Iris Canada's niece, Iris Merriouns, was by phone on  
2 September 15<sup>th</sup> 2012. She confirmed with me that the apartment had become overrun with  
3 roaches and vermin and that she was forced to move Iris Canada out of the apartment, and to  
4 live with her at her residence in Oakland until she was able to have the apartment  
5 professionally exterminated and cleaned up for habitable use. Iris Canada never moved back  
6 into the Premises.  
7

8           13. Iris Merriouns asked many questions about her aunt's tenancy. She seemed  
9 particularly interested in her Aunt's "purchase of the condo." I explained her that it was not a  
10 condo but a TIC unit. I also explained that the granting of the Life Estate was limited to the  
11 specific benefit of her Aunt so long as she lived there on her own and that it was materially  
12 different from a standard real estate purchase. She did not seem to understand this distinction  
13 and kept talking about "Bertha" (another niece) telling her Aunt Iris Canada had bought the  
14 unit. I suggested consulting an attorney to have it explained and told her I would send her all  
15 the documents for her review. I followed up that call by sending Iris Merriouns an email on  
16 Sunday September 16<sup>th</sup> in which I reiterated the nature of the Life Estate and the associated  
17 financial terms. I also attached all the life estate documents. From that point forward (Fall  
18 2012), each and every one of the life estate payments, arrived by mail with an Oakland  
19 postmark.  
20  
21

22           14. I heard nothing from either Iris Canada or Iris Merriouns for approximately a  
23 year after that. In April 2013, the life estate payments stopped coming. I made approximately  
24 three or four phone calls, leaving messages, and also sent an email or two to Iris Merriouns,  
25 each and every one of which went unreturned. Additionally, the phone number I had for Iris  
26 Canada at 670 Page Street had been disconnected. Four months later, when we returned from  
27  
28

1 our summer vacation in early August, we found a voicemail message left by Iris Merriouns on  
2 July 21<sup>st</sup>. It detailed a long story about how she had not been well and was unable to respond.  
3 I sent her an email and left a phone message on August 4<sup>th</sup>. Again they were not returned. On  
4 August 17<sup>th</sup> 2013, I once again emailed Iris Merriouns again asking for clarification on the  
5 status of Iris Canada, her living arrangements, and the status of the months of overdue life  
6 estate payments, and advised her that her Aunt (Iris Canada) was in violation of the Life Estate.  
7 I once again, attached the related Life Estate documents. I did finally receive a phone call in  
8 return that same day (August 17<sup>th</sup>) in which she explained she had health issues and promised  
9 to send all the back payments by FEDEX the next day. She also said she would give me an  
10 update on the long-term status of her Aunt as soon as she was back on her feet. Eight days  
11 later (August 26<sup>th</sup>), after no FEDEX package had arrived, I once again emailed Iris Merriouns  
12 for an explanation. Again, I received no response. Finally a FEDEX package with the overdue  
13 payments was delivered on September 3<sup>rd</sup>. However, no explanation of the plan for her Aunt  
14 was ever received. And more to the point, it had been over a year since the person we had a  
15 contractual agreement, namely Iris Canada herself, had left the unit and disconnected her  
16 phone. Since her move out in early July 2012, Iris Canada had made no effort to contact me,  
17 explain her behavior, or provide me a means to contact her.  
18  
19  
20

21 15. I travelled to San Francisco in late May of 2014 to be at the property for a San  
22 Francisco City building inspection in conjunction with the TIC association's application for  
23 sub-division of building. On that date, I entered 670 Page Street, Iris Canada's apartment.  
24 Upon entering the unit, I made a number of observations that strongly evidenced that no one  
25 had been living there for a very long time. First, the toilet bowl was bone dry, as all of the  
26 water from the bowl had evaporated. The bathtub in the bathroom had mold in it and also had  
27  
28

1 obviously not been used for a very long time. Rodent traps and roach traps lined most all of  
2 the walls of the apartment and virtually all of the furniture was stacked up in the center of the  
3 back rooms. It was patently obvious nobody had used the furniture in a very long time.  
4 Additionally, the beds were covered with bags of old clothes, evidencing that nobody had used  
5 either the clothing or the beds in a very long time. The refrigerator was completely empty  
6 except for about two-dozen Dr. Pepper cans that I could not determine how long they had been  
7 there. There was vermin excrement on top of all of tables and all of the shelves in the kitchen,  
8 also evidencing that nobody had been in the apartment for a very long time. Large piles of  
9 trash blocked the back porch door, and there were rolls and rolls of urine-soaked and feces-  
10 infested carpeting. The smell alone was horrendous, further evidencing that nobody had lived  
11 in the apartment for a very long time. The calendar in the kitchen displayed the month "July  
12 2012." The only mail I was able to observe was a 2013 holiday card from Chris Beahn,  
13 located on the front hall bookcase and unopened. Virtually all of the lights had been left on. I  
14 cannot emphasize enough the very strong and unpleasant stench that permeated the entire unit.  
15 Six true and correct copies of photographs accurately representing the condition of 670 Page  
16 Street from this visit are attached to the Exhibits in Support of Plaintiffs' Motion for Summary  
17 Judgment ("Exhibits") collectively as Exhibit E.  
18  
19  
20

21 16. After seeing the decrepit state of 670 Page Street and it being obviously both  
22 unlived in and unlivable, I sincerely wondered if Iris Canada was even alive. I called her niece  
23 Iris Merriouns and left a message asking if I could see her. Iris Merriouns called me back and  
24 we set up a time to meet at a Starbucks in Oakland on Saturday morning May 31, 2014. At the  
25 meeting, Iris Canada was there, along with Iris Merriouns, and Iris Canada looked well and  
26 seemed to remember me. In the course of conversation, Iris Merriouns informed me that Iris  
27  
28

1 had been living with her in Oakland since 2012 and was attending a day program at a senior  
2 center during the week, while Iris Merriouns was at work. Iris Merriouns told me it was  
3 difficult for her to do activities and personal errands on weekends, because she had to care for  
4 her aunt, Iris Canada. For example, she told me that later that Saturday Iris Merriouns was to  
5 attend some kind of event or meeting and she had no choice but to bring Iris Canada with her.  
6 Iris Merriouns also asked me not to discuss the state of the apartment with Iris Canada because  
7 it would upset her. I agreed, but told Iris Merriouns that I would be in touch with her to  
8 discuss mandatory and necessary repairs to the unit to make it habitable and safe for human  
9 occupancy, to discuss the pending sub-division and associated paperwork, and the status of Iris  
10 Canada's residency.

11  
12  
13 17. Over the course of that summer, namely 2014, I tried no less than 24 times to  
14 contact Iris Canada thru Iris Merriouns by phone, email, and text message, all to discuss her  
15 tenancy, the state of the unit, and the subdivision paperwork of the building.<sup>1</sup> While I received  
16 several text messages from Iris Merriouns promising a response soon, there was never any  
17 follow-up. Finally, on September 14, 2014, I emailed Iris Merriouns advising her that due to  
18 the lack of any response whatsoever from Iris Canada, who remains the holder of the life estate  
19 and responsible person, I had no choice but to turn the matter of the life estate, the lack of  
20 residency, the state of the apartment, and the general lack of all communication and  
21 cooperation regarding the occupancy, over to my attorney. Iris Merriouns called me back  
22 immediately. I asked to speak with Iris Canada and she put her on the phone. I spoke briefly  
23  
24  
25

26 <sup>1</sup> The subdivision process of converting the building from TIC to condominiums requires that all occupants sign  
27 certain paperwork. As a result of Iris Canada's life estate, she is a necessary party to sign the paperwork. The  
28 conversion process, and the eventual conversion itself, would have no impact on Iris Canada's residency, life  
estate, or her right to occupy the Premises for the remainder of her life. Additionally, Iris Canada's life estate  
would have continued to be personally honored by me, and the conversion itself would have had no effect on her  
ability to reside at the Premises.

1 with Iris Canada, and as soon as I started to ask her about her the status of the apartment and  
2 her occupancy, Iris Merriouns immediately took the phone away from her. That was the last  
3 time I have spoken to Iris Canada.

4 18. Most recently, this past fall and winter of 2014, I remained in close  
5 communication with my neighbors at the property. It became abundantly clear from multiple  
6 observations that Iris Canada was not residing at 670 Page Street, and that she had not lived at  
7 there since at least as early as June or July of 2012.

9 19. Over the course of this past fall and winter, 2014, I sent three certified letters,  
10 on September 10, 2014, September 30, 2014, and December 15, 2014, all to Iris Canada at 670  
11 Page Street requesting that she please contact me. I have received no response to any of those  
12 letters.

14 20. Due to the lack of response to my requests to contact me to address the  
15 conditions and state of the apartment, I made arrangements with a contractor to fix the most  
16 egregious of the damages and work identified as code violations by the SF Dept of Building  
17 Inspection back at the end of May 2014. I sent and an email to Iris Merriouns on September  
18 14<sup>th</sup> and a certified letter on September 30<sup>th</sup> notifying Iris Canada of the planned work, stating  
19 that since she had not resided there since July 2012, I assumed that scheduling the work would  
20 not be a problem and asking her to contact me if she had any questions. Upon notification by  
21 the contractor regarding a date certain for the work to begin, I sent an email to Iris Merriouns  
22 asking her to advise her Aunt that work would be starting on Tuesday or Wednesday of the  
23 following week. When the contractor arrived on Wednesday October 8<sup>th</sup> to start the work, he  
24 was unable to access the unit because the key wasn't working. I sent Iris Merriouns an email  
25 that day, asking her to inform her Aunt that the lock was not working and advise her that we  
26  
27  
28

1 would have it repaired and would reschedule the work for the following week. I received a  
2 voicemail the next day (October 9<sup>th</sup>) and an email on October 13<sup>th</sup> admitting she had  
3 unilaterally changed the locks without notice to us, to prevent any access to the unit to "protect  
4 her (Aunt's) privacy." Despite repeated requests via email, no key was provided to us, the  
5 owner of the unit. As a result of the refusal of Iris Canada to cooperate with our efforts to  
6 repair the unit's deficiencies, we have been unable to make needed repairs.

8 21. On October 22, 2014, my wife and I were in San Francisco for a conference and  
9 visited 670 Page Street, also to check on the building and meet with our co-owners. We  
10 confirmed that other than Iris Canada showing up at Geoff Piece's door for a "photo-op" the  
11 week before, not a single resident of the building had seen Iris Canada in well over two years.  
12 Every resident of the building unanimously agreed and confirmed that 670 Page Street, Iris  
13 Canada's unit, had been unoccupied since Iris Canada had moved out in 2012.

15 22. During the final week of October 2014, the neighbors at the property emailed  
16 me to inform me that a bundle of packages delivered to Iris Canada at 670 Page had been  
17 sitting outside the front door, and that the packages had remained unclaimed at the door for at  
18 least 5 days.

20 23. During the second week in November 2014, the neighbors again sent me notice  
21 of multiple failed UPS delivery notices, which also had been posted on Iris Canada's door.  
22 These notices remained on Iris Canada's door unclaimed for days.

24 24. Around December 13, 2014, a next-door neighbor and resident of the building,  
25 Geoff Pierce, began to hear the beeping of a smoke alarm in Unit 670, Iris Canada's unit.  
26 Geoff Pierce informed me that had repeatedly knocked on the door and left numerous notes  
27 taped to the door, however all of his efforts went unanswered for weeks and the later  
28

1 determined low battery smoke alarm beeping went off constantly. The notes left by Geoff  
2 Pierce were finally retrieved and the noise stopped on January 21, 2015, after remaining and  
3 pinging for well over a month.

4           25. Because the locks had been changed at 670 Page Street, and I was not provided  
5 a set, as the owner, on January 24, 2015, I sent Iris Canada a "Notice of Emergency Entry"  
6 informing her that due to her non-response to multiple written notices requesting emergency  
7 access to unit 670, we would be re-keying the lock at 10:00 a.m. on January 28, 2015, and  
8 replacement keys would be immediately available. The Notice of Emergency Entry was also  
9 posted to Iris Canada's front door, where it remained posted for a week.  
10

11           26. On January 28, 2015, at 10:00 a.m. the locksmith came to change the locks. Iris  
12 Canada was not there, nor did she make an appearance. In order to give the locksmith access  
13 to the rear door, Geoff Pierce passed thru the unit and observed conditions essentially identical  
14 to my observations in May 2014, eight months earlier. The toilet bowl remained bone dry.  
15 There was still mold in the bathtub. The furniture was still stacked in the middle of the back  
16 rooms and the refrigerator was still empty except for the cans of Dr. Pepper, which were in the  
17 identical same place. The only difference at all in the entire apartment was the addition of a  
18 new package of smoke alarm batteries on the main shelf, which has obviously been used in an  
19 effort to cease the low battery beeping. Three true and correct copies of photographs  
20 accurately representing the condition of 670 Page Street on this January 28, 2015 visit are  
21 attached to the Exhibits collectively as Exhibit F.  
22  
23  
24

25           27. To the best of my knowledge, since she moved out in June of 2012, Iris Canada  
26 has come to the property only three times; October 14, 2014, December 9, 2014 and January  
27 31, 2015. Each time, a neighbor emailed me to alert me to the fact that she was on the  
28

1 premises. Each time she was in the company of her niece, Iris Merriouns, and each time she  
2 stayed on the premises for only a short time, an hour or less. Since her last appearance on the  
3 evening of January 31, 2015 to the best of my knowledge, Iris Canada has not been on the  
4 premises.

5  
6 28. Since the initial drafting of this declaration in April 2015, to the best of my  
7 knowledge, Iris Canada has appeared only once more at the apartment. On May 8<sup>th</sup>, 2015 I  
8 was notified by one of the building's residents that she was in the apartment for about 2.5  
9 hours in the late afternoon. One of the other residents photographed Iris Canada and Iris  
10 Merriouns leaving in a late model black Mercedes SUV at approximately 7pm. That evening I  
11 received a short email from Iris Merriouns complaining about one of the security cameras in  
12 the front hall (three security cameras were installed by the building owners several weeks  
13 earlier in response to security concerns in the neighborhood). I have had no other contact with  
14 either Iris Canada or Iris Merriouns. All contact has been handled by my attorney as a result of  
15 the pending litigation.  
16

17  
18 29. The condition of the apartment described in paragraph 14 are recorded in a  
19 series of photographs from late May 2014 (Exhibits, Exhibit F). Correction of the described  
20 deficiencies and damages to the apartment have not been remedied due to non-cooperation of  
21 Iris Canada to have the work done (see paragraphs 19, 20, and 25). The primary costs to  
22 remedy these deficiencies are attempts to get into the units to do the work, and not the work  
23 itself. The costs incurred were related to fully noticed attempts to access the unit on October 8,  
24 2014 and January 28, 2015 was approximately \$600. This includes \$512 for a locksmith and  
25 about 2 hours of wasted contractor time trying to access the unit. As access was never  
26 successful, the work remains uncompleted.  
27  
28

1           30.     On or about June 14, 2005, my business partners and co-plaintiffs in this action,  
2 Stephen Owens, Carolyn Radisch, and I, all entered into a sales agreement ("Bill of Sale")  
3 whereby Iris Canada was granted a life estate equivalent to a 16 2/3 interest in the property  
4 commonly known as 668-670-672-674-676-678 Page Street, San Francisco, California, and  
5 specifically occupancy in the unit known as 670 Page Street, San Francisco, California, in  
6 exchange for monetary consideration in the amount of \$250,000. Additionally, Defendant  
7 made, executed, and delivered to my partners and I a promissory note, dated October 6, 2005,  
8 ("Promissory Note") evidencing the finance agreement for the purchase of the life estate. My  
9 partners and I are the holders of that Promissory Note. A true and correct copy of that  
10 complete Bill of Sale and associated complete Promissory Note are attached to the Exhibits in  
11 support of Plaintiffs' Motion for Summary Judgment or in the Alternative Summary  
12 Adjudication ("Exhibits") as Exhibits A and C respectively.

15           31.     Pursuant to the terms of the Bill of Sale and the Promissory Note, my partners  
16 and I executed and delivered to Iris Canada a grant of life estate ("Life Estate") granting Iris  
17 Canada, for the term of her natural life, for as long as she permanently resides, as the sole and  
18 only occupant, the property known as 670 Page Street, San Francisco, California. The Life  
19 Estate was recorded at the San Francisco Assessor-Recorder's office on October 19, 2005 as  
20 DOC-2005-I0544455-00. A true and correct copy of that complete and entire Life Estate is  
21 attached to the Exhibits as Exhibit B.

24           32.     To secure the payment on the Promissory Note, and as part of the transaction,  
25 Iris Canada made, executed, and delivered to my partners and myself, as beneficiaries, a deed  
26 of trust ("Deed of Trust"). The Deed of Trust was executed on October 6, 2015 by Iris Canada,  
27 and was duly recorded at the San Francisco Assessor-Recorder's Office, as DOC-2005-

1 I054456-00 on October 19, 2005. My partners and myself are the holders of that Deed of  
2 Trust. A true and correct copy of that complete Deed of Trust is attached to the Exhibits as  
3 Exhibit D.

4 33. The Grant of Life Estate sets forth certain terms, conditions, and covenants of  
5 significance to this action. First, as a term and condition of the life estate itself, Iris Canada is  
6 required to permanently reside at the premises (Grant of Life Estate, Exhibit C, Page 1, second  
7 to last paragraph). Second, the life estate may be revoked if Iris Canada fails to make the  
8 payments as required by the Promissory Note or if Iris Canada violates the terms of the Deed  
9 of Trust. (Grant of Life Estate, Exhibit C, Page 2, Paragraph 1).

10 34. The Deed of Trust sets forth certain terms, conditions, and covenants of  
11 significance to this action. First, the purpose of the Deed of Trust is to secure payment of the  
12 Promissory Note between myself and my partners, and Iris Canada. (Deed of Trust, Exhibit C,  
13 Page 1). Second, the Life Estate may be revoked if Iris Canada violates the terms of the Deed  
14 of Trust. (Deed of Trust, Page 2, Paragraph 1) Third, the Deed of Trust sets forth that in the  
15 event the Grant of Life Estate is revoked due to a violation by Iris Canada of one of the  
16 terms, all obligations secured by the Deed of Trust, at the option of myself and my partners,  
17 shall become immediately due and payable. (Deed of Trust, Exhibit C Page 1, last paragraph).  
18 Fourth, Iris Canada agrees to keep the Premises in good condition and repair and to not commit  
19 or permit waste to occur at the premises. (Deed of Trust, Exhibit C, Page 2, Paragraph A.1.).

20 35. The Promissory Note sets forth certain terms, conditions, and covenants of  
21 significance to this action. First, if Iris Canada breaches any term, condition, or covenant of  
22 the Deed of Trust, the balance of the Promissory Note debt which remains unpaid at that time,  
23 shall become due and immediately payable at the option of myself and my partners.  
24  
25  
26  
27  
28

1 (Promissory Note, Exhibit B, Page 1, last paragraph). Second, in the event an attorney is hired  
2 to enforce payment pursuant to the Promissory Note, Iris Canada agrees to pay all such  
3 expenses and attorney's fees associated with enforcement. (Promissory Note, Exhibit B, Page  
4 2). As of the issuance of Notice of Default (discussed *infra*) the outstanding balance owed by  
5 Iris Canada pursuant to the Promissory Note is \$171,600.00.  
6

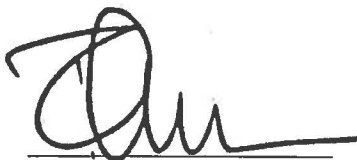
7 36. On November 3, 2014, by way of my counsel, Iris Canada was served with a  
8 Notice of Default, via Certified Mail, ("Notice of Default") informing her of the default of her  
9 obligations under the Grant of Life Estate and the Deed of Trust, as a result of her failing to  
10 permanently reside at the Premises as well as her permitting the Premises to fall into disrepair  
11 and failure to maintain the property in good condition and repair. Additionally, Iris Canada  
12 was informed of my partners' and my election to revoke the life estate and the demand the  
13 accelerated payments due pursuant to the terms of the Deed of Trust and the Promissory Note.  
14 A true and correct copy of that Notice of Default with Certified mailing is attached as Exhibit  
15 D.  
16

17 37. I am firmly convinced that Iris Canada has not resided at 670 Page Street since  
18 late June/early July of 2012—a period of over 3 years. Prior to mid-2012, observers report a  
19 steady pattern of visitors coming and going from the apartment, social encounters, concerns  
20 being raised about Iris Canada's well-being, meals being brought in, lights going on and off,  
21 coming and going to doctor's appoints, errands run—in short the typical residential activities  
22 related to an elderly person living on her own. After the well documented "move out" of Iris  
23 Canada in late June/early July 2012 due to the horrific conditions found in the apartment, these  
24 activities ceased. Since that time, the apartment has remained frozen time, lights left on, toilet  
25  
26  
27  
28

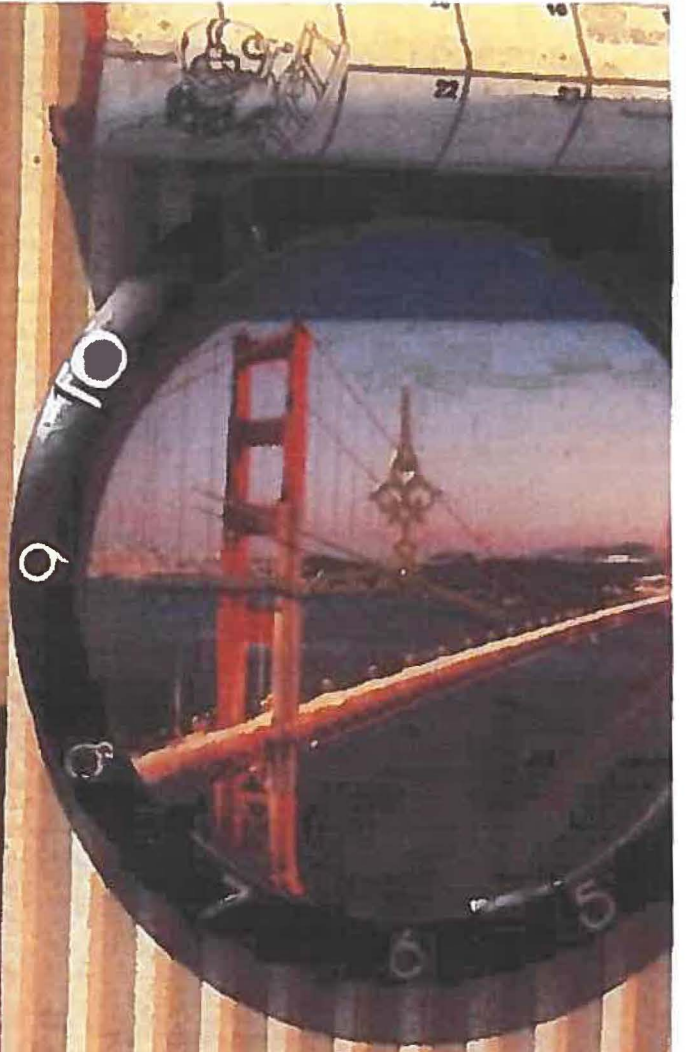
1 bowl water evaporated, refrigerator empty/unchanged, furniture piled up, and calendar showing  
2 July 2012.

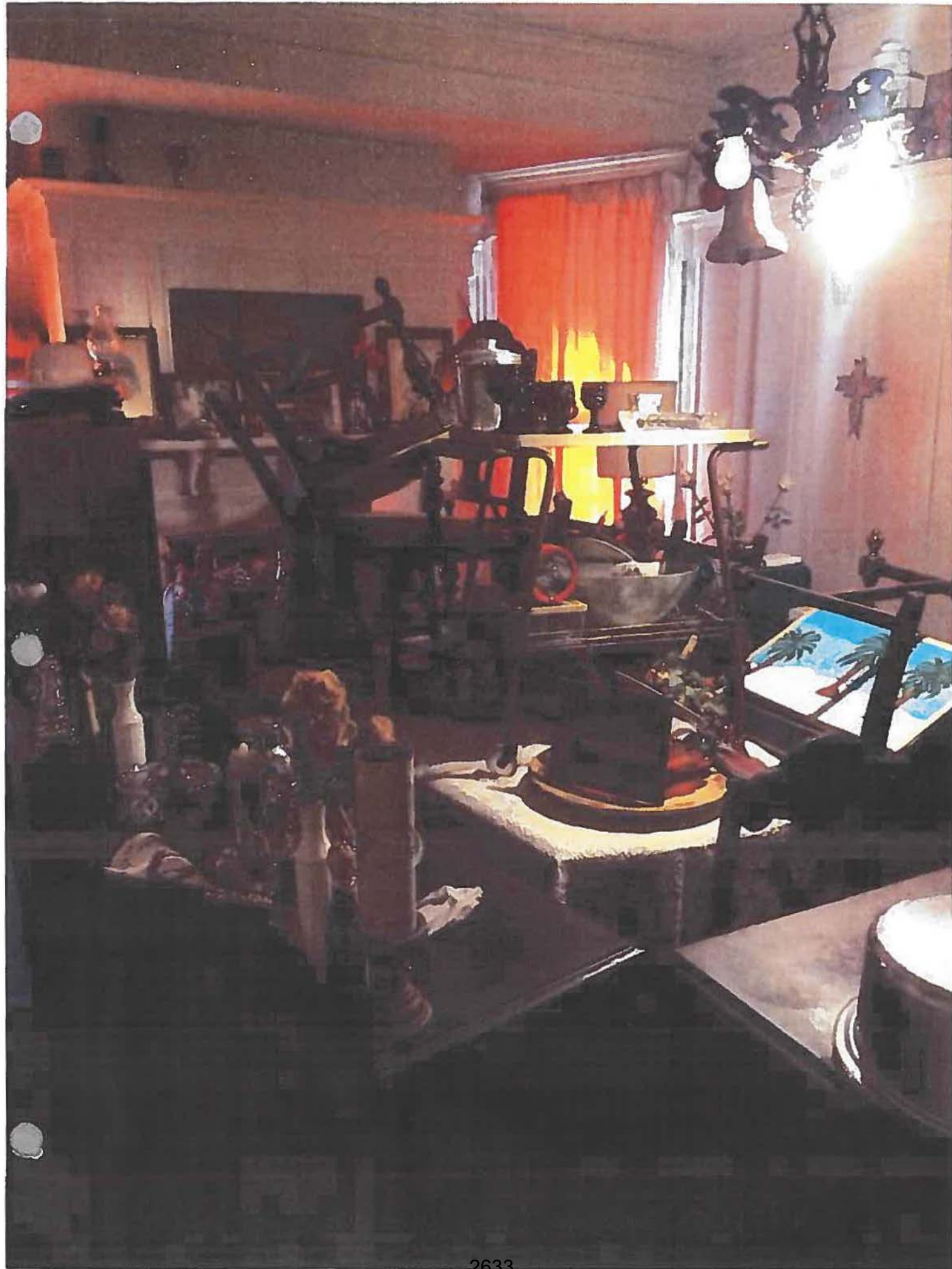
3 38. There is a substantial body of evidence that prior to 2012, Iris Canada was no  
4 longer able live on her own in the apartment. The sequence of documented events over the  
5 preceding seven years (between 2005 and 2012), suggests an individual who is increasingly  
6 unable to live independently as the 'sole and only occupant' of 670 Page Street. By June 2012,  
7 when her niece moved her out at age 96, her residency in the unit had become a clear a danger  
8 to herself and to the other residents of the building. More than three years later, with now  
9 Iris's 99<sup>th</sup> now having turned 99 in July, there is simply no scenario where she could move  
10 back into the unit and reside independently without once again endangering both herself and  
11 her neighbors.  
12  
13

14  
15 Dated: September 30, 2015

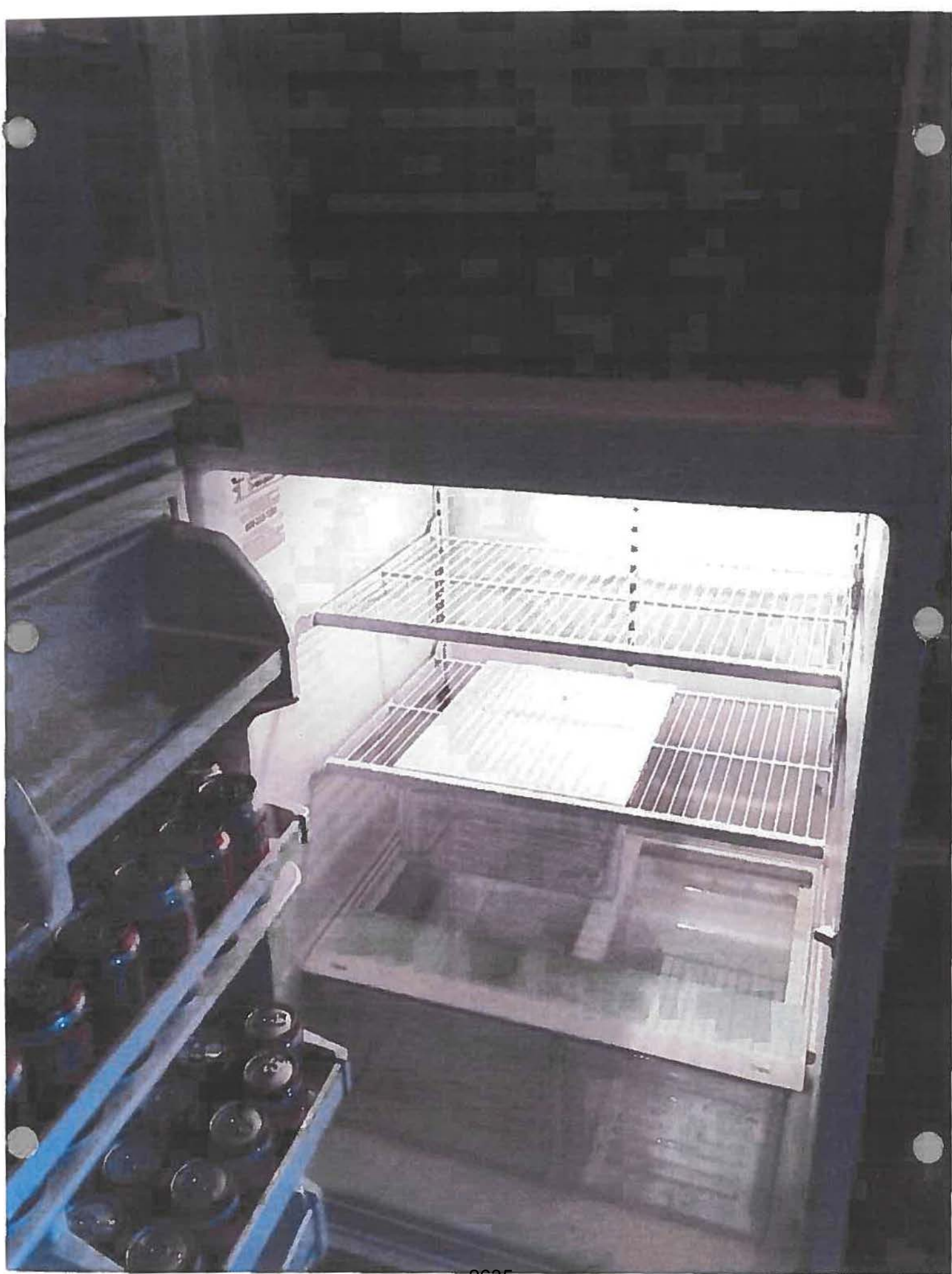
16  
17   
18 Peter Owens  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

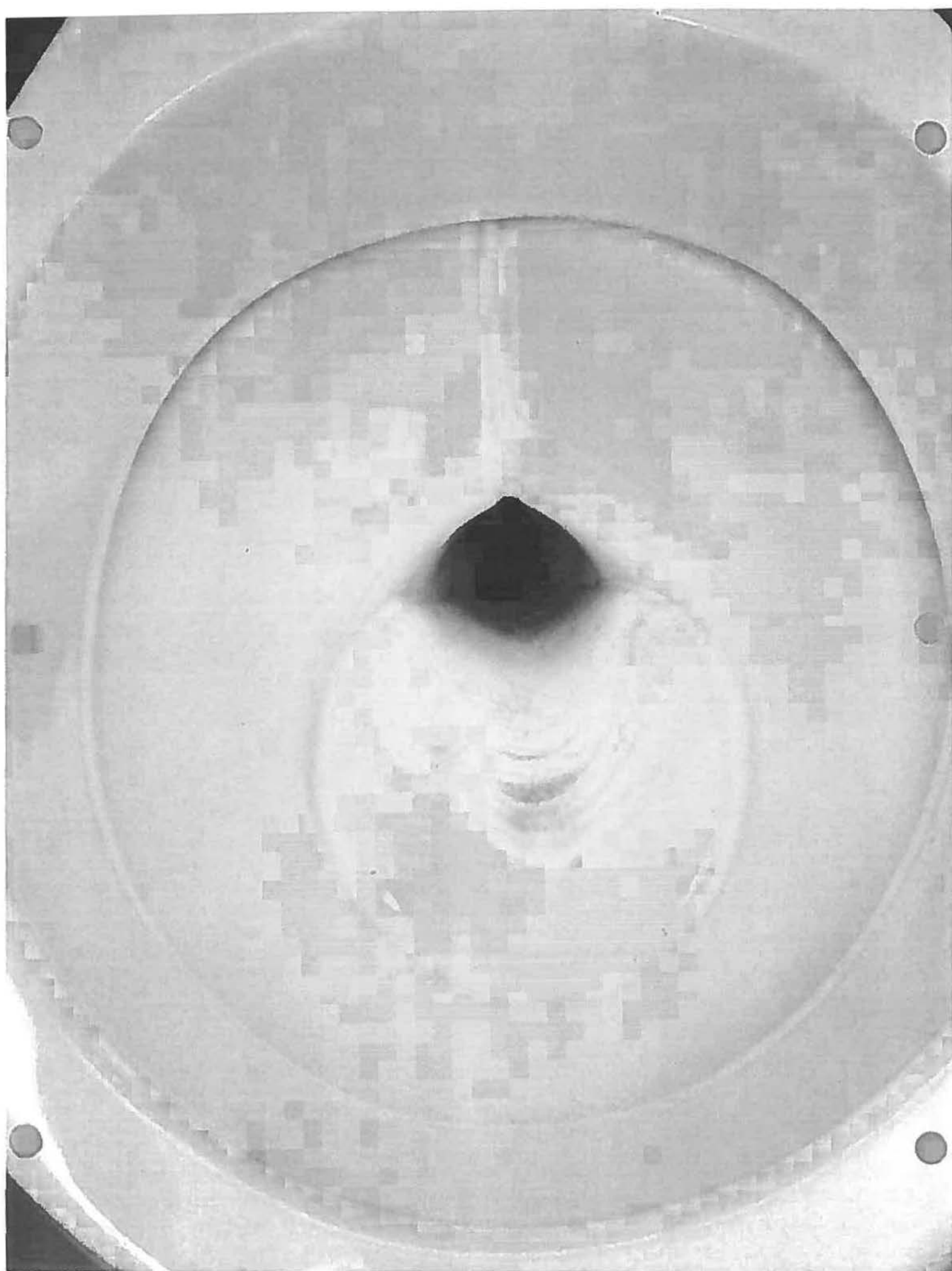
FAXED











# EXHIBIT J

# SIRKINLAW APC

388 Market Street • Suite 1300 • San Francisco • California • 94111 • 415.738.8545(v) • 707.922.8641(f)  
dasirkin@earthlink.net • www.andysirkin.com

February 26, 2018

Rich Hillis, President  
San Francisco Planning Commission  
1650 Mission Street, Suite 400  
San Francisco, CA 94102-4689

Re: 668-678 Page Street Condo Conversion Application

Dear President Hillis and Members of the Planning Commission:

I am writing to clarify two important matters relating to the above-referenced conversion application.

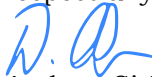
First, I would like to explain our use of the term “vacant” to describe the status of Unit 670 in the “Six Year Occupancy History” section of the SFDPW Conversion Application Form. At the time we prepared the application, our office was informed by all of the other owners of the property that neither Ms. Iris Canada, nor anyone else, had resided in Unit 670 since November 2012. This information was corroborated by Iris Merriouns, Ms. Canada’s grandniece, who swore under oath that Ms. Canada moved into Ms. Merriouns’ East Bay home in 2012.

Our office has been preparing San Francisco condominium conversion applications since 1993, and has prepared an average of 60 such applications per year for the past 20 years. Throughout this period, it has been our practice, and based on long experience, the accepted and preferred practice of SFDPW, to describe apartments in which no one was residing as “vacant” in the “Six Year Occupancy History” chart on the application. This approach is consistent with our understanding of the purpose of the chart, which is to determine who is living in the building on the application date and who has been living there during the six preceding years.

Neither SFDPW nor any other San Francisco governmental agency has ever asked us to provide information on the personal items or furnishings present in an apartment, and there is no part of the SFDPW Conversion Application Form that requests such information. Consequently, we do not ask our clients to provide information on whether personal property is present in the apartments, and we do not indicate the presence of such items in the “Six Year Occupancy History”.

Next, I would like to explain why we, and SFDPW, believed Ms. Canada to be an owner rather than a tenant. Under a deed recorded in 2005, Ms. Canada was granted an ownership interest in the property. The existence of this deed was shown on the Preliminary Title Report. Based on the Report, SFDPW requested that we provide a copy of Ms. Canada’s deed, which we did, after which SFDPW confirmed in writing that it considered her to be an owner. Specifically, Cheryl Chan of SFDPW wrote in an email dated June 11, 2014: “From the deed provided, Iris Canada is an owner of record. Please have Iris sign and notarize the required documents for all owners in the ECP application.”

Respectfully,



D. Andrew Sirkin  
SirkinLaw APC

DAS/as

# EXHIBIT K

**FILED**  
San Francisco County Superior Court

MAR 22 2016

CLERK OF THE COURT

By: [Signature] Deputy Clerk

Andrew M. Zacks (SBN 147794)  
Mark B. Chernev (SBN 264946)  
ZACKS & FREEDMAN, P.C.  
235 Montgomery Street, Suite 400  
San Francisco, CA 94104  
Tel: (415) 956-8100  
Fax: (415) 288-9755

Attorneys for Plaintiffs,  
Peter M. Owens, et al.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF SAN FRANCISCO - UNLIMITED JURISDICTION**

PETER M. OWENS, an individual,  
CAROLYN A. RADISCH, an individual,  
STEPHEN L. OWENS, an individual,

Plaintiffs,

vs.

IRIS CANADA an individual, OLD  
REPUBLIC TITLE COMPANY, a California  
corporation, and DOES 1-10, inclusive,

Defendants

Case No.: CGC-14-543437

**JUDGMENT**

This action came on regularly for trial on March 21, 2016 in Department 502 of the Superior Court of California, County of San Francisco, the Honorable James A. Robertson, II Judge Presiding; Plaintiffs appeared by their counsel Mark B. Chernev of Zacks & Freedman, P.C., Defendant Iris Canada failed to appear.

The Court, having read and considered the papers and evidence submitted, including the Notice of Time and Place of Trial served on Defendant, Iris Canada, finds as follows:

1           1.     Defendant Iris Canada was properly served pursuant to Code of Civil Procedure  
2     §594 with a Notice of Time and Place of Trial on February 2, 2016, noticing Defendant Iris  
3     Canada of the trial date of March 21, 2016;

4           2.     Defendant Iris Canada failed to appear at the March 21, 2016 trial;

5           3.     The March 21, 2016 trial was continued to March 22, 2016 to permit Plaintiffs  
6     the opportunity to prepare a prove up of their cause of action based on Defendant Iris Canada's  
7     failure to appear;

8           4.     Defendant Iris Canada was properly noticed of the continued trial date and for  
9     prove up hearing to be heard on March 22, 2016;

10          5.     The Court conducted a prove up hearing on March 22, 2016, at which time the  
11     Court took judicial notice of the documents presented by Plaintiffs and heard testimony from  
12     Plaintiff, Peter M. Owens and non-party witness Geoff Pierce;

13          6.     Defendant Iris Canada failed to appear at the properly noticed March 22, 2016  
14     continued trial date and for prove up hearing.

15                After having heard and reviewed evidence presented by Plaintiffs, and after having  
16                made a determination that the evidence presented by Plaintiffs appears to be just, and the  
17                failure of Defendant Iris Canada to appear at the properly noticed time and date for trial,

18                judgment shall be entered in favor of Plaintiffs, and against Defendant Iris Canada. Therefor,  
19                IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT: judgment in this action  
20                shall be in favor of Plaintiffs Peter M. Owens, Carolyn A. Radisch, and Stephen L. Owens, and  
21                against Defendant Iris Canada for:  
22  
23  
24  
25  
26  
27  
28

1. Immediate possession of the premises of 670 Page Street, San Francisco, California against any and all occupants, and a writ of possession against Iris Canada and any and all occupants, known or unknown, shall issue;
2. The Deed of Trust DOC-2005-I054456-00 is foreclosed and 670 Page Street, San Francisco, California shall revert back to Plaintiffs, and that Defendant Iris Canada is barred and foreclosed from all rights, claims, interests, or equity of redemption in the subject property when time for redemption has elapsed;
3. Defendant Iris Canada's Life Estate DOC-2005-I054455-00 is terminated and any and all property interests currently held by Defendant Iris Canada in 670 Page Street, San Francisco, California are terminated and shall revert back to Plaintiffs;
4. Defendant Iris Canada, her agents, and/or anyone acting on her behalf shall cease and desist causing or permitting waste to occur at 670 Page Street, San Francisco, California;
5. The Promissory Note, dated October 6, 2005 and executed by Defendant Iris Canada has become immediately due and payable and judgment shall be entered against Defendant Iris Canada for the sum of \$171,600.00 in favor of Plaintiffs, the exact amount prayed for in Plaintiffs' Complaint.

Dated: March 22, 2016

  
THE HONORABLE JAMES A. ROBERTSON, II  
JUDGE OF THE SUPERIOR COURT

# EXHIBIT L

**SELLER'S COPY**

The undersigned Grant(s) declares(s) that the  
DOCUMENTARY TRANSFER TAX  
IS \$1,250.00 COUNTY \$ CITY  
— computed on the consideration or value of property conveyed; or  
— computed on the consideration value less liens or encumbrances remaining  
at time of sale; or  
— other: \_\_\_\_\_

### GRANT OF LIFE ESTATE

APN: Lot 015, Block 0843  
Property Address: 668-678 Page Street  
San Francisco, CA

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

PETER M. OWENS and CAROLYN A. RADISCH, husband and wife, as community property  
with right of survivorship, as to an undivided 2/18th interest, and STEPHEN L. OWENS, a  
married man, as his sole and separate property, as to an undivided 1/18th interest, as  
Tenants in Common  
hereby GRANT A LIFE ESTATE to IRIS CANADA

as to the Grantors' specific interest in the real property in the City of San Francisco, County of  
San Francisco, State of California described as

See Legal Description attached and made a part hereto marked Exhibit "A",

pursuant to the following terms:

For the term of Iris Canada's natural life, for as long as she permanently resides, as the sole and  
only occupant, in the property commonly known as 670 Page Street, San Francisco, California,

Excepting, therefrom however, Iris Canada's right to rent, lease or sublet the 670 Page Street  
property and/or Iris Canada's right to have any other occupants living with Iris Canada at the 670  
Page Street property, and the right of Iris Canada to assign, transfer, pledge or encumber her  
interest in the property so as to secure any financial arrangement other than to Grantors herein,

Further reserving to said Grantors the right to revoke this Grant of Life Estate should Iris Canada fail to remit payments pursuant to the Promissory Note of even date hereof, the right of Grantors to revoke this Grant of Life Estate should Iris Canada violate the terms of the Deed of Trust of even date hereof, and the right of Grantors alone to refinance the property of which this Grant of Life Estate is a part. Further reserving to said grantors any and all obligations to pay property taxes for the duration of the life estate.

In case of such revocation being made, it shall be made and can only be made in writing, duly acknowledged and recorded.

Dated:

STATE OF ~~CALIFORNIA~~ New Hampshire  
COUNTY OF ~~SAN FRANCISCO~~ Grafton  
On 6/14/05 before me Carrie A. Hamel  
personally appeared Peter  
m. owens and Carolyn A. Radisch  
personally known to me or proved to me on this basis of  
satisfactory evidence to be the person(s) whose name(s)  
is/are subscribed to the within instrument and acknowledged  
to me that he/she/they executed the same in his/her/their  
authorized capacity(ies) and that by his/her/their signature(s)  
on the instrument the person(s), or the entity upon behalf of  
which the person(s) acted, executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL

Signature

Carrie A. Hamel  
CARRIE A. HAMEL, Notary Public  
My Commission Expires February 5, 2008

Peter M. Owens  
Peter M. Owens

Carolyn A. Radisch  
Carolyn A. Radisch

Stephen L. Owens  
Stephen L. Owens

STATE OF CONNECTICUT:

: ss: West Hartford June 15, 2005

COUNTY OF HARTFORD :

Personally appeared Stephen L. Owens, signer of  
the foregoing, who acknowledged the same to be his  
free act and deed before me

Kathleen C. Lauria  
Kathleen C. Lauria  
Notary Public

My Commission expires: 2-28-07

Page 2 of 3

EXHIBIT A

LEGAL DESCRIPTION

Property Information

668-670-672-674-676-678 Page Street  
San Francisco, CA 94117

Legal Description - Assessor's Block 0843, Lot 015

Commencing at a point on the northerly line of Page Street; distant thereon 100 feet easterly from the easterly line of Steiner Street; running thence easterly along said northerly line of Page Street 37 feet 10 ½ inches; thence at a right angle northerly 15 feet 9 inches; thence northwesterly along a line which if extended would intersect the easterly line of Steiner Street at a point thereon 76 feet 5 inches northerly from the northerly line of Page street 4 ½ inches, more or less, to a point distant 137 feet 6 inches easterly from the easterly line of Steiner Street; measured along a line drawn at right angles thereto; thence northerly and parallel with Steiner Street 91 feet 9 inches; thence at a right angle westerly 37 feet 6 inches; thence at a right angle southerly 107 feet 6 inches to the northerly line of Page Street and the point of commencement.

Being a portion of Westerly Addition Block No 370.

# EXHIBIT M

**Subject: FW: Iris Canada**  
**Date:** Thursday, January 27, 2005 12:12 PM  
**From:** Denise Leadbetter <denise@zackslaw.com>  
**To:** <owensradisch@earthlink.net>

Hi Peter, Carolyn, Stephen:

Hope you all are well.

Please let me know your thoughts regarding the \$650. I know that you have always said that Iris is expecting to pay to you the equivalent of the rent she always paid, but Steve is being a diligent attorney. I will clarify with Steve that the Item B of the Promissory Note should satisfy his concern re: balloon payments - i.e. there is none. Further, I will let him know that the \$250,000 is just an arbitrary amount and that you shall continue to pay the property taxes on this portion of the property.

Please advise if my responses here are acceptable.

Thanks

Denise

-----Original Message-----

From: Steve Collier [mailto:Steve@thclinic.org]  
Sent: Wednesday, January 26, 2005 2:44 PM  
To: az@zackslaw.com; denise@zackslaw.com  
Subject: Iris Canada

Dear Andrew and Denise:

I have reviewed the life estate documents and discussed them with my client. The \$15,000 down payment is not a problem. She has saved the rent and can pay it.

Regarding the note, I was wondering if your client would agree to a smaller monthly payment. My client had been paying \$625 in rent, and her income is \$1181 per month (social security). Would your clients accept \$650 per month?

Also, my client has no assets, other than burial insurance. So her estate would not be able to pay any balloon payment. I assume your clients understood this. So as far as the size of the note, I suppose it does not make much difference, but I am wondering how you came up with the amount of \$250,000.

Lastly, the owners would have to continue to pay property taxes on the unit. I do not know if the life estate is assessed and taxed, but my client could not afford to pay property taxes on it.

Steve Collier

3.1.A "Unit"  
plumb, heating mech sys doors, windows  
(min, repair, improv)  
M & I cost  
indiv. vs common.  
14 4.4.C  
14 7.1.A "Individual maintenance"  
Page 1 of 1

# EXHIBIT N

**cam@ticlawyers.com**

---

**From:** cam tic <camticbackup@gmail.com>  
**Sent:** Tuesday, January 23, 2018 9:26 AM  
**To:** Cam Perridge  
**Subject:** Fwd: 8255; AB 0843, Lot 015 at 668-678 Page Street

----- Forwarded message -----

**From:** Chan, Cheryl <Cheryl.Chan@sfdpw.org>  
**Date:** Wed, Jun 11, 2014 at 9:42 AM  
**Subject:** RE: 8255; AB 0843, Lot 015 at 668-678 Page Street  
**To:** Cam Perridge <cam@ticlawyers.com>

Hi Cam,

From the deed provided, Iris Canada is an owner of record. Please have Iris sign and notarize the required documents for all owners in the ECP application.

Thank you,



**CHERYL CHAN**

---

CITY & COUNTY OF S.F. – DEPARTMENT OF PUBLIC WORKS

Bureau of Street-Use and Mapping

1155 Market Street, 3rd Floor, San Francisco, CA 94103

Main: [415-554-5827](tel:415-554-5827) | Direct: [415-554-4885](tel:415-554-4885) | Fax: [415-554-5324](tel:415-554-5324)

E-Mail: [cheryl.chan@sfdpw.org](mailto:cheryl.chan@sfdpw.org)

---

**From:** Cam Perridge [mailto:[cam@ticlawyers.com](mailto:cam@ticlawyers.com)]  
**Sent:** Tuesday, June 10, 2014 3:56 PM

**To:** Chan, Cheryl  
**Subject:** RE: 8255; AB 0843, Lot 015 at 668-678 Page Street

Hi Cheryl,

Please find attached the deed for Iris.

Cam

Cam Perridge

SirkinLaw APC

388 Market Street, Suite 1300

San Francisco, CA 94111

v. 415.839-6407

f. 707. 922-8641

cam@ticlawyers.com

www.andysirkin.com

This email and any attachments may contain confidential and privileged material solely for the use of the intended recipient. If you are not the intended recipient you may not open, copy, download or read the contents of this message. If you have received this email in error please return it immediately to the sender.

---

**From:** Chan, Cheryl [<mailto:Cheryl.Chan@sfdpw.org>]  
**Sent:** Friday, May 30, 2014 4:20 PM  
**To:** Sirkin & Associates  
**Subject:** PID: 8255; AB 0843, Lot 015 at 668-678 Page Street

Good afternoon Cam,

We are currently reviewing the above application and found Mr. Iris Canada listed as an owner on the Preliminary Title Report (attached), but we do not see his name listed in any of the deeds.

Please provide a deed showing Mr. Iris Canada's ownership.

Thank you,



**CHERYL CHAN**

---



**CITY & COUNTY OF S.F. – DEPARTMENT OF PUBLIC WORKS**

Bureau of Street-Use and Mapping

1155 Market Street, 3rd Floor, San Francisco, CA 94103

Main: [415-554-5827](tel:415-554-5827) | Direct: [415-554-4885](tel:415-554-4885) | Fax: [415-554-5324](tel:415-554-5324)

E-Mail: [cheryl.chan@sfdpw.org](mailto:cheryl.chan@sfdpw.org)



Project Type:		6 Condo Conversion	
Check Rec'd	\$9806	ECP Check Rec'd	\$0
Surveyor / Engineer of Record:		Vara Land Surveying	
Address #	Street Name	Block #	Lot #
668-678	PAGE ST	0843	015

Current Phase: Project Terminated    Current Status: Project Terminated

Date Rec'd	Date to DCP	Date Rec'd from DCP	Date DPW Tent. Approval	Date Mylars Rec'd	Date Recorded
5/28/2014 4:04:59 PM					

Activity	Date Stamp	Comments
Application Logged	5/28/2014	Received application fees \$9556.00 (check #0167) and \$250.00 (check #0165). cc
Application Assigned	5/28/2014	Robert Hanley
Comment	5/28/2014	PID 8255
Returned to Applicant	5/30/2014	Emailed attorney for ownership clarification. cc
Received from Applicant	6/10/2014	Received Grant of Life Estate deed. cc
Returned to Applicant	6/11/2014	Emailed attorney for forms required for all owners. cc
Comment	1/29/2016	Spoke to attorney and applicants will submit at a later time. Returned entire application to attorney. cc
Project Terminated	1/29/2016	Terminated due to inactivity - BRS/cc; Terminated Box# 37

# EXHIBIT O

1 ANDREW M. ZACKS (SBN 147794)  
2 MARK B. CHERNEV (SBN 264946)  
3 ZACKS, FREEDMAN & PATTERSON, P.C.  
4 235 Montgomery Street, Suite 400  
5 San Francisco, CA 94104  
6 Tel: (415) 956-8100  
7 Fax: (415) 288-9755

8 Attorneys for Plaintiffs,  
9 Peter M. Owens  
10 Carolyn A. Radisch  
11 Stephen L. Owens

12 **SUPERIOR COURT – STATE OF CALIFORNIA**  
13 **COUNTY OF SAN FRANCISCO – UNLIMITED CIVIL JURISDICTION**

14 PETER M. OWENS, an individual,  
15 CAROLYN A. RADISCH, an individual,  
16 STEPHEN L. OWENS, an individual,

17 Plaintiffs,

18 vs.

19 IRIS CANADA an individual, OLD  
20 REPUBLIC TITLE COMPANY, a California  
21 corporation, and DOES 1-10, inclusive,

22 Defendants.

Case No.: CGC-14-543437

**DECLARATION OF MARK B.  
CHERNEV IN SUPPORT OF  
REASONABLE ATTORNEY'S FEES TO  
BE PAID PURSUANT TO COURT  
ORDER**

Date: June 8, 2016  
Time: 10:00 a.m.  
Dept.: 502  
Judge: Hon. James A. Robertson, II

23 1. I, Mark B. Chernev, am an attorney licensed to practice before the courts of the  
24 state of California, am admitted to practice in this Court, and am an associate at Zacks,  
25 Freedman & Patterson, P.C., attorneys of record for Plaintiffs. I have personal knowledge of  
26 the following facts discussed below and would testify truthfully thereto if called to do so.

27 2. On December 30, 2014 I caused the Complaint in this action to be filed. The  
28 First attempt of personal service on Defendant Iris Canada ("Defendant") was January 3, 2015.  
Because Plaintiffs were virtually certain that Defendant was living with her niece, Iris  
Merriouns ("Merriouns"), in Oakland, and had been doing so for approximately two years, I

1 caused service to be attempted at both the subject premises, 670 Page Street, San Francisco  
2 ("Premises") as well as Merriouns address in Oakland. Collectively, I am aware of attempted  
3 service of at least fourteen separate times, namely January 3, 2015, January 5, 2015, January 8,  
4 2015, January 12, 2015, January 13, 2015, January 14, 2015, January 15, 2015, January 16,  
5 2015, January 17, 2015, January 18, 2015, January 22, 2015, January 23, 2015, and January  
6 24, 2015. It was not until Saturday, January 31, 2015 at 8:18 p.m. when it was learned from a  
7 neighbor familiar with Defendant and Merriouns, that Defendant and Merriouns had suddenly  
8 appeared at the Premises that evening to change the locks. My office immediately made  
9 arrangements for a process server to appear and finally effectuate personal service on  
10 Defendant at 9:40 p.m. on January 31, 2015. True and correct copies of that Proof of Service  
11 and Declaration of Due Diligence is attached as Exhibit A.

12  
13  
14 3. Up to around this time, Steven Collier of the Tenderloin Housing Clinic was  
15 representing Defendant. On or about the beginning of February 2015, Tom Drohan an  
16 attorney with Legal Assistance To The Elderly became involved, and was believed to serve as  
17 either a direct or indirect replacement of Steven Collier. After approximately one weeks worth  
18 of phone calls and email exchanges, on or about February 7, 2015, Tom Drohan represented  
19 that he would not be representing Defendant, and that Steven Collier would be representing her  
20 in this lawsuit. Steve Collier, however, never entered his appearance once the formal litigation  
21 began.  
22

23  
24 4. On March 2, 2015, I was served with "DEFENDANT IRIS CANADA  
25 ANSWER TO PLAINTIFFS COMPLAINT". That Answer was submitted by "Iris Merriouns,  
26 Power of Attorney for Iris Canada" and listed an address as "Iris Merriouns, Pro Se, Power of  
27 Attorney for Iris Canada, 1 Frank H. Ogawa Plaza, Oakland, Ca. 94612, 510-435-7044". I  
28

1 soon confirmed that this address is that of the Oakland City Hall where Merriouns is employed.  
2 Additionally, I confirmed that the phone number listed is that of Merriouns, and it had been  
3 used numerous times by Plaintiffs to contact Merriouns in the past. A true and correct copy of  
4 that first Answer is attached as Exhibit B.

5           5.       On March 13, 2015, I was served with Defendant's second Answer. This  
6 second Answer was identical in substance to the first Answer, except that Merriouns' power of  
7 attorney and address for contact was substituted with Defendant herself, with an address of  
8 "670 Page Street #1, San Francisco, Ca". In other words, Merriouns was removed. The  
9 contact telephone number, namely that of Merriouns, remained the same. A true and correct  
10 copy of that second Answer is attached as Exhibit C. Up to this point, based on the two  
11 Answers I had been served with, I had been informed by Defendant of her contact phone  
12 number, which was Merriouns cell, of Merriouns allegedly being Defendant's power of  
13 attorney with a provided work address at Oakland City Hall, and the address at the Premises  
14 itself. Additionally, I had already been aware of Merriouns home address in Oakland.  
15 Pursuant to the second Answer, however, the address of the Premises was the designated  
16 address for Defendant by Defendant.

17  
18  
19  
20           6.       On March 11, 2015 I first caused Defendant to be served with a Notice of  
21 Deposition for the purpose of investigating the allegations in the Complaint, namely the terms  
22 and obligations of the Life Estate, the Deed of Trust, the Promissory Note, and the  
23 circumstances surrounding how the Premises had fallen into disrepair, and where Defendant  
24 had been permanently residing for the past two-plus years while the Premises was allegedly  
25 vacant, among other things. That Deposition Notice provided for a deposition date of April 1,  
26 2015 at 1:00 p.m., and also requested the production of documents. The Notice was served by  
27  
28

1 first class mail to Defendant at the Premises, as provided for in her second Answer, as well as  
2 my additionally providing two courtesy copies to the Oakland City Hall employment address  
3 previously provided. I heard nothing back from Defendant or Merriouns until approximately  
4 5:00 p.m. on March 31, 2015, the evening before the deposition was to take place.  
5 Specifically, I received a telephone call from Merriouns informing me that she was "at the  
6 hospital" and that Defendant had been admitted, but refused to provide any additional  
7 information besides the representation that Defendant would not be appearing at the deposition  
8 to take place the following day. I requested from Merriouns that she please call me the next  
9 morning to discuss confirming the admission, rescheduling the deposition, and for general  
10 discussions regarding good faith arrangements to depose Defendant in the future. Merriouns  
11 agreed to contact me the following day. Although I did not dispute at that time what  
12 Merriouns was saying, I felt it necessary to do my due diligence. The following day, April 1,  
13 2015, I emailed Merriouns, at the email address I had for her, confirming our conversation and  
14 again requested she provide me with proof of Defendant's admission and unavailability.  
15 Merriouns failed to call me as she had promised. Additionally, after Defendant failed to  
16 appear at the noticed deposition on April 1, 2015, and my email having not been responded to,  
17 I followed up with another email to Merriouns later that afternoon. Because Defendant did not  
18 appear at her noticed deposition, it was re-noticed on April 1, 2015 for April 16, 2015. At  
19 approximately 5:00 p.m. on April 1, 2015, Merriouns called me. She indicated that Defendant  
20 had been "discharged" the previous evening from UCSF. I again requested that she provide  
21 some written documentation of Defendant's discharge, representing that I would not need any  
22 doctors note or official medical records, and that a mere discharge paper with Defendant's  
23 name and a date would suffice. Merriouns indicated that rather than provide that proof, she  
24  
25  
26  
27  
28

1 would instead get an actual note from Defendant's primary care physician. I emphasized to her  
2 that was not necessary, and that I would accept her representations as long as she merely  
3 provide something as simple as a discharge note. Merriouns indicated she would promptly do  
4 both. Two days later, On April 3, 2015 Merriouns informed me Defendant would not be  
5 appearing at a deposition and no medical records would be provided. Merriouns and I  
6 continued to meet and confer regarding the issue of Defendant's deposition via email for  
7 fifteen days before Merriouns provided any documentation of Defendant's hospital admission  
8 and discharge. Coincidentally, it was not until 8:28 p.m. on April 15, 2015, the evening before  
9 the re-noticed, and now second, deposition was to take place (April 16, 2015 at 1:00 p.m.) that  
10 Merriouns provided any documentation evidencing hospital papers, and that only related to the  
11 first deposition date of April 1, 2015. No documentation regarding cancellation of the re-  
12 noticed deposition, or Defendant's inability to attend, was provided, short of the Merriouns  
13 email. True and correct copies of the Notice of Deposition, the Re-Notice of Deposition, and  
14 referenced email thread is attached collectively as Exhibit D.

15  
16  
17  
18 7. On April 16, 2015 at 1:00, Defendant failed to appear at her re-noticed  
19 deposition and no documents were provided. When Defendant failed to appear, I caused  
20 Defendant to be served with a Third Notice of Deposition scheduled for May 5, 2015 at 1:00  
21 p.m. Additionally, with that Third Notice, I included an anticipatory meet and confer letter to  
22 Defendant addressing any potential issues or inconveniences that may exist regarding her  
23 appearance. Specifically, I offered to relocate the venue for the deposition to the Premises,  
24 Merriouns's residence, any residence she may prefer, or any place in the Bay Area. Moreover,  
25 I offered to provide transportation for Defendant in the event it was needed. Defendant never  
26 responded. On May 4, 2015 at 5:43 p.m., the evening before the third deposition was to take  
27  
28

1 place, I received a fax from Merriouns from the Oakland City Counsel indicating that  
2 Defendant would not be appearing. On May 5, 2015 at 1:00, consistent with Merriouns' fax,  
3 Defendant failed to appear. A true and correct copy of that accommodations letter, Third  
4 Notice of Deposition, and fax from Merriouns is attached as Exhibit E. During this time  
5 period, on or about April 24, 2015, another attorney, Robert DeVries contacted me on behalf of  
6 Defendant. I discussed briefly with him the pending litigation, my clients' wishes, the efforts  
7 thus far, and a possible resolution. Robert DeVries never entered his appearance.  
8

9 8. Ancillary to the efforts undertaken to depose Defendant, Plaintiffs had also  
10 noticed a site inspection of the Premises for obvious reasons, among which would provide  
11 Defendant an opportunity to simply show the Premises in its current state, similar in the way  
12 she recently invited the media into her home for display. The site inspection efforts are  
13 discussed in more detail below, however of chronological significance is that the first site  
14 inspection notice was served on April 2, 2015 and noticed for May 7, 2015. At the time that  
15 inspection was noticed, Defendant remained pro se. On May 6, 2015, the day after  
16 Defendant's failure to appear at her third noticed deposition, and the day before the site  
17 inspection was noticed to take place, I received a telephone message from Defendant's new  
18 attorney (and the fourth my having contact with), Mary Catherine Wiederhold indicating that  
19 neither Defendant, nor herself, would be available for the site inspection noticed for the  
20 following day. No alternative date or time was presented, nor was any explanation regarding  
21 the unavailability of either Defendant or her counsel represented. As a result of that  
22 cancellation, I served Defendant, by way of her counsel, with a Fourth Notice of Deposition,  
23 noticing the deposition for May 21, 2015 as a result of Defendant's failure to appear at the  
24 third deposition. I also noticed the second site inspection of the Premises for June 11, 2015 at  
25  
26  
27  
28

1 11:00 a.m. The following day, May 7, 2015, I received a letter from Defendants' attorney  
2 regarding the site inspection, the deposition, and concerns that somehow Defendant was being  
3 doubly exposed to discovery as a result of the status of the procedurally necessary defendant,  
4 Old Republic Title Company, and that Plaintiffs were attempting to get "two bites at the apple"  
5 by having a deposition and a site inspection, as if somehow that was precluded, let alone  
6 improper. Additionally, Defense counsel asked specifically if there was a non-participation  
7 agreement with Old Republic Title Company regarding discovery, which there in fact was, as  
8 they had previously represented to me they had no interest in conducting any discovery. I soon  
9 made arrangements with Old Republic Title Company to have them provide written  
10 confirmation of that non-participation agreement, which was promptly provided to Defense  
11 counsel merely four days later on May 11, 2015. Moreover, as a courtesy, I offered to conduct  
12 the deposition at the already noticed time and place of the site inspection, namely the Premises.  
13 That way, Defendant would not be inconvenienced at all, she could simply permit the site  
14 inspection to occur, and I could depose her, all while at the Premises. This again, being an  
15 opportunity for Defendant to show the Premises in a manner consistent with her recent media  
16 representations that she has been living there all along. That offer was rejected. A true and  
17 correct copy of Defense counsel Mary Catherine Wiederhold's letter, the non-participation  
18 agreement from Old Republic Title Company, the Fourth Notice of Deposition and Second  
19 Demand for Inspection and associated Proof of Service, as well as my meet and confer letter is  
20 attached as Exhibit F.

21  
22  
23  
24  
25 9. After having represented Defendant for approximately six days, on May 11,  
26 2015, the same day both the Old Republic Title Company and I sent letters to Mary Catherine  
27 Wiederhold, she served me with a Notice of Motion to Be Relieved as Counsel, which,  
28

1 suspiciously was calendared out thirty-one days and set for hearing the *exact* same date, and  
2 within an hour-and-a-half of, the now second noticed site inspection date for the Premises,  
3 June 11, 2015. Additionally, Defense counsel's last official act before withdrawing was to  
4 cancel, now for the fourth time, Defendant's properly noticed deposition set to take place on  
5 May 21, 2015. This cancellation ignored my offer to conduct the deposition at the Premises at  
6 the same time as the site inspection, and offered no documentation in support of the medical  
7 issues represented, nor any alternative date, time, or place to reschedule. It was simply  
8 canceled. A true and correct copy of that Motion to Be Relieved, my meet and confer efforts,  
9 and that final deposition cancellation letter is attached collectively as Exhibit G.

10  
11 10. On May 29, 2015, I learned attorney David Larson may be entering his  
12 appearance and representing Defendant in this action. I contacted Mr. Larson via email on  
13 June 1, 2015 regarding his possible representation, as Mary Catherine Wiederhiold was still  
14 counsel of record, and I did not want to communicate with the wrong attorney, or with  
15 Defendant directly if she was represented. I had a very brief communication with David  
16 Larson regarding this matter. David Larson never entered his appearance. A true and correct  
17 of our communications is attached as Exhibit H.

18  
19  
20 11. On June 11, 2015, I attended the hearing on Mary Catherine Wiederhold's  
21 motion to be relieved as counsel. The purpose of my appearing was not to oppose the motion  
22 to be relieved, but simply to confirm the site inspection was still going forward. I never  
23 received confirmation one-way or the other. Defendant did not appear. That motion to be  
24 relieved was granted, and permitted Ms. Weiderhold to withdraw as counsel effective June 11,  
25 2015, as a result of irreconcilable differences having led to a breakdown of the attorney-client  
26 relationship. On June 11, 2015 at 11:00 a.m., and after appearing at that 9:30 a.m. law and  
27  
28

1 motion calendar, I appeared at the Premises for the site inspection, which still remained  
2 properly noticed to take place. Once there, after having both rang the doorbell numerous times  
3 and knocked numerous times, after approximately 15 minutes I left when there was no  
4 response and Defendant did not appear or answer the door.

5  
6 12. As a result of Mary Catherine Wiederhold's earlier cancellation of the fourth  
7 deposition, and a failure to provide any alternative date, time, or scenario where such a  
8 deposition could occur on an agreed upon date, time and place, on June 15, 2015, I caused  
9 Defendant to be served with a now Fifth Notice of Deposition and Request for Production of  
10 Documents, scheduling that deposition for June 30, 2015 at 1:00 p.m. to take place at my  
11 office. Additionally, as a result of the failure of Defendant to appear at, or permit, the June 11,  
12 2015 site inspection, I simultaneously served Defendant with a Third Demand for Inspection of  
13 Real Property, noticing the Third Site Inspection for July 21, 2015. This served as not only the  
14 opportunity, but legal obligation, to permit the Premises to be viewed by me, and  
15 constructively by Plaintiffs, arguably in a manner consistent with her recent representations to  
16 the media that she has been living at the Premises all along. First, on July 21, 2015, the date of  
17 the site inspection, at approximately 11:00 a.m., I personally appeared at the Premises for the  
18 purpose of conducting the noticed site inspection. Much like before, there was no response to  
19 my numerous attempts to announce my presence, including ringing the doorbell and knocking  
20 numerous times. After approximately 15 minutes, after having received no response to ringing  
21 the doorbell or my seeing the Defendant, or any related party, I left. Second, when June 30,  
22 2015 arrived, the date set for Defendant's fifth noticed deposition, Defendant failed to appear.  
23 After that failure to appear at the deposition, on July 13, 2015 I sent Defendant yet another  
24 letter inquiring as to her nonappearance at her fifth properly noticed deposition, as well as my  
25  
26  
27  
28

1 offer to relocate the deposition, provide transportation if necessary. I received no response. A  
2 true and correct copy of that letter and the Fifth Notice of Deposition and Third Notice of Site  
3 Inspection is collectively attached as Exhibit I.

4 13. As a result of Defendant's failure to appear at now five properly noticed  
5 depositions, and the absolute failure of any reasonable meeting and conferring on an agreeable  
6 time or place for the deposition to take place, or my even receiving a response to my meet and  
7 confer efforts and invitations to accommodate Defendant in any manner necessary, including  
8 my July 13, 2015 letter as well as the offer to conduct the deposition simultaneously with the  
9 site inspection at the very location Defendant now alleges she has lived all along, on July 17,  
10 2015 I filed a Motion to Compel Compliance with Deposition Notice and Request for  
11 Sanctions. On September 15, 2015 that Motion to Compel Compliance with Deposition Notice  
12 and Request for Sanctions was heard and granted. The Court ordered Defendant to appear for  
13 her deposition on or before October 5, 2015 and to produce the documents responsive to the  
14 Fifth Notice of Deposition, a copy of which was attached to the Order. Additionally,  
15 Defendant was required to contact me specifically in advance of that deposition deadline to  
16 meet and confer on the specific date and time for the deposition. The Court also awarded  
17 Plaintiffs sanctions in the amount of \$2,795.00 to be paid by Defendant on or before October 5,  
18 2015. That Order and associated Notice of Entry of Order was served on Defendant September  
19 23, 2015. Additionally, based on the history of the action, and Defendant's pattern of not  
20 meeting and conferring with me at all on any scheduling issues, I also re-noticed the deposition  
21 for a date specific, namely September 30, 2015 at 1:00 p.m., a time consistent with the Order,  
22 so Defendant would have the opportunity to contact me pursuant to the Order and have the  
23 deposition held that day or different day which we could discuss, in the event she did contact  
24  
25  
26  
27  
28

1 me at all. She didn't. At no time on September 30, 2015 did Defendant appear at my office  
2 for her deposition, nor were any documents provided. Additionally, at no point has Defendant  
3 ever contacted me pursuant to that Order to schedule her deposition, before October 5, 2015 or  
4 otherwise, nor has Defendant ever contacted me regarding providing the demanded documents  
5 or the sanctions, also contained within that Order to occur on or prior to October 5, 2015. A  
6 true and correct copy of that Order, Notice of Entry of Order, Sixth Notice of Deposition, and  
7 proof of service is attached as Exhibit J.  
8

9 14. Additionally, as a result of Defendant's failure to appear at or permit the third  
10 noticed Site Inspection on July 21, 2015 (referenced above), Plaintiff filed a Motion to Compel  
11 Compliance with Plaintiffs' Third Demand for Inspection of Real Property, and Request for  
12 Sanctions on July 22, 2015. That Motion was heard and granted on September 4, 2015.  
13 Pursuant to that Order, the site inspection was ordered to take place on September 9, 2015 at  
14 11:00 a.m., and Defendant was further ordered to pay sanctions in the amount of \$1,600.  
15 Defendant was provided Notice of Entry of this Order on September 4, 2015 by personal  
16 messenger. This would have served as the now third opportunity for Defendant to present the  
17 Premises in a manner consistent with her recent representations to the media regarding her  
18 occupancy, let alone pursuant to her obligation under the rules of discovery and now Court  
19 Order. On September 9, 2015 at 11:00 a.m. I personally appeared at the Premises for the  
20 purpose of conducting the Court Ordered site inspection. I knocked and rang the bell for  
21 approximately fifteen minutes, and after having received no response, I left.  
22  
23  
24

25 Besides Defendant's failure to appear at the five noticed depositions resulting in a  
26 Court Order, Defendant's failure to permit the properly noticed and Ordered site inspection of  
27 the Premises three separate times, Defendant had also failed to comply with or respond to any  
28

1 of Plaintiffs' written discovery demands, namely form interrogatories and requests for  
2 production of documents. The documents requested would have been of particular importance  
3 as they would have supported or disputed Defendant's permanently residing at the Premises,  
4 the condition and repair of the Premises, among other things. Plaintiff first served their  
5 Request for Production of Documents and Form Interrogatories on April 26, 2015 and April  
6 23, 2015 respectively. Defendant failed to provide any responses to either request. Well after  
7 the deadlines for Defendant's responses were due, in advance of my filing a Motion to Compel  
8 the Form Interrogatories and Request for Production, I sent Defendant a letter on June 15, 2015  
9 informing her that the deadline had passed, and that I had not heard from her. Additionally, I  
10 offered her an opportunity to have additional time to prepare and provide responses, and if she  
11 needed additional time, and we could select an agreeable date, and further provided Defendant  
12 an additional week to let me know by June 23, 2015 if she would need additional time.  
13 Defendant failed to respond to that invitation or letter. Defendant failed to provide any  
14 responses to any requested discovery. As a result of Defendant's failure to respond to the  
15 Form Interrogatories, the Request for Production, and my offer of additional time, I caused to  
16 be filed and served a Motion to Compel Responses to Plaintiffs' Request for Production of  
17 Documents to Iris Canada – Set One, and Request for Sanctions and a Motion to Compel  
18 Answers to Interrogatories and Request for Sanctions, both on June 24, 2015. On August 20,  
19 2015, both Motions were granted, which required Defendant to answer the Form  
20 Interrogatories and produce the Requested Documents, and pay sanctions totaling \$1,770, or  
21 \$885 for each motion, within ten days of notice of entry of Order. Notice of Entry of each  
22 Order was provided to Defendant on August 20, 2015. Defendant failed to comply with any of  
23 those obligations, either by responding to the interrogatories, providing the documents, paying  
24  
25  
26  
27  
28

1 the sanctions, or even requesting time to do any of those things. True and correct copies of my  
2 meet and confer letter, the Site Inspection Order and the two Orders regarding Form  
3 Interrogatories and Production of Documents are collectively attached as Exhibit K.

4           15. Simultaneous with my efforts to depose Defendant and to conduct an inspection  
5 of the Premises, and to receive written discovery and documents, I had attempted to subpoena  
6 Merriouns for a deposition, as she had been Plaintiffs' primary contact for Defendant and was  
7 also serving as her primary caregiver, as well as her specifically representing herself as being  
8 power of attorney for Defendant. If there was anyone who was familiar with Defendant's  
9 living arrangements besides Defendant herself, it would be Merriouns. Consistent with that, I  
10 prepared a deposition subpoena for Merriouns on March 11, 2015, noticing the deposition to  
11 take place on April 2, 2015. Because Merriouns is not a party to the action, it was necessary to  
12 personally serve her. The first place I had my process server attempt service was at the address  
13 she had previously provided for service, namely 1 Frank H. Ogawa Plaza and Oakland City  
14 Hall. This, again, was specifically the address provided by Merriouns earlier when I was  
15 served with Defendant's first Answer. After the first attempt to serve Merriouns, the process  
16 server was told that he must go to the city attorney's office on the 6<sup>th</sup> Floor of Oakland City  
17 Hall. That attempt was March 12, 2015. Upon going to the 6<sup>th</sup> Floor, the server was then  
18 informed that that department would only accept record subpoenas, and nobody was available  
19 to accept service. It was curious that the location designated for service by Merriouns was a  
20 place where service could not be effectuated. This would end up being the first in a wardrobe  
21 of problems presented by Merriouns in her seemingly strategic election to designate Oakland  
22 City Hall as the address for service of process. Subsequent to that failed attempt, unsuccessful  
23 attempts to serve Merriouns were made at her residence on March 13, 2015 at 8:10 a.m.,  
24  
25  
26  
27  
28

1 March 14, 2015 at 3:25 p.m., March 15, 2015 at 10:20 a.m., March 16, 2015 at 5:10 p.m. and  
2 again at 8:10 p.m. (a black Mercedes being present at the residence, Merriouns drove a black  
3 Mercedes at the time), March 17, 2015 at 8:25 a.m., again with the Mercedes present, March  
4 18, 2015 at 7:00 a.m. and again at 6:35 p.m. with the Mercedes present the second time, March  
5 19, 2015 at 7:30 p.m., March 21, 2015 at 12:15 p.m., March 22, 2015 at 8:40 a.m., March 24,  
6 2015 at 7:10 p.m., and March 25, 2015 at 6:50 p.m. After these *sixteen* failed attempts to serve  
7 Merriouns, that first deposition subpoena expired and Plaintiffs were forced to re-notice the  
8 deposition and attempt service on Merriouns anew. It was not until May 8, 2015 that the  
9 process server was able to effectuate service on Merriouns, and that was only after a neighbor,  
10 in the same manner as with service of the original Complaint itself, notified Plaintiffs that  
11 Merriouns had appeared at the Premises with Defendant. Merriouns was served a subpoena to  
12 appear at her deposition set to take place on May 26, 2015 at my office at 10:00 a.m. Two  
13 days after Merriouns was served with her deposition subpoena, on May 11, 2016, I sent  
14 Merriouns an anticipatory meet-and-confer letter, which also included the necessary witness  
15 fees and mileage reimbursement. Included in that letter was an invitation for Merriouns to  
16 contact me in the event the deposition date presented a conflict, as well as an offer to  
17 reschedule the deposition to an agreed upon date in the event she had a conflict. This offer to  
18 reschedule was sent two weeks in advance of the actual deposition, and was sent to Merriouns  
19 at both her home and work address. Merriouns never responded to that letter or invitation.  
20 Additionally, when the date of the deposition arrived, on May 26, 2015, Merriouns failed to  
21 appear, failed to produce the necessary documents, and failed to contact me entirely. True and  
22 correct copies of those subpoenas, declarations of due diligence, the meet and confer letter, and  
23 the associated proof of service are collectively attached as Exhibit L.  
24  
25  
26  
27  
28

1           16. As a result of Merriouns' failure to appear at her deposition, and failure to  
2 contact me about rescheduling, I sent her a meet and confer letter on May 26, 2016 again  
3 offering an opportunity to schedule the deposition to an agreeable time and also to inquire  
4 regarding the circumstances of her nonappearance in advance of my filing a motion to compel.  
5 Merriouns failed to respond to that invitation and inquiry. As a result of Merriouns' failure to  
6 appear at her deposition and failure to meet and confer or engage me on the issue at all, I  
7 prepared and filed a Motion to Compel Merriouns' compliance with her deposition subpoena.  
8 That Motion was filed on June 5, 2015 and Merriouns was served the following day by a  
9 neighbor when Merriouns appeared at the Premises with Defendant. Merriouns failed to  
10 respond to that Motion and failed to appear at the hearing. On July 1, 2015, Plaintiffs were  
11 awarded and Order Granting Motion to Compel Compliance with Deposition Subpoena and  
12 Request for Sanctions against Merriouns. That Order required Merriouns to appear at  
13 deposition and pay Plaintiffs sanctions in the amount of \$1,972.50 which represented the fees  
14 and costs associated with Merriouns failure to appear at her deposition, failure to meet and  
15 confer on the matter, and the Motion to Compel itself. Additionally, after Plaintiffs were  
16 awarded the Motion to Compel, I sent Merriouns yet another letter informing her of the status  
17 of the matter and the Order, as well as again inviting her to contact me about resolving the  
18 litigation. Of significance is that up to this point, both Merriouns and Defendant had failed to  
19 present any evidence supporting Defendant having resided at the Premises and had additionally  
20 resisted all of Plaintiffs' efforts to investigate same. On July 17, 2015, at her home in Oakland,  
21 Merriouns was served with the now second deposition subpoena as well as another copy of the  
22 Order, noticing her deposition for August 5, 2015. True and correct copies of the Order  
23  
24  
25  
26  
27  
28

1 Granting Compliance, meet and confer letters, second subpoena and associated proofs of  
2 service is collectively attached as Exhibit M.

3 17. On July 22, 2015, two weeks in advance of the Merriouns deposition date, and  
4 after she had been served, I sent Merriouns a letter, with a courtesy copy of the deposition  
5 notice and Order, inviting her again that if the noticed deposition date presented a conflict, to  
6 please contact me about rescheduling to an agreed upon date. This letter also informed  
7 Merriouns that she had previously been provided the applicable witness fees for her  
8 appearance. On August 4, 2015, at 5:01 p.m., less than 24 hours before the deposition was  
9 set to begin, and thirteen days after I had invited Merriouns to reschedule the deposition, I  
10 received a fax from her stating she would not be appearing, requested "agreed dates and  
11 times", but contained no contact information to contact her regarding her request for an agreed  
12 upon date, nor any suggested dates or times which would be agreeable. The only contact  
13 number was a fax number in the margin indicating where the letter was sent from, namely the  
14 "Oakland City Counsel". In response to Merriouns' cancelation, on August 5, 2015, I sent her  
15 a meet and confer letter attempting to reschedule the deposition to an agreed upon date.  
16 Because I was firmly convinced I would not be receiving any correspondence back regarding  
17 my offer, I additionally scheduled another date to have the deposition in the event I did not  
18 hear from her. That date was August 12, 2015 at 1:00. This letter was emailed to Merriouns at  
19 two different email addresses I have used to correspond with her in the past, as well as being  
20 sent U.S. Mail to both her home and work address. Meriouns did not respond to that letter and  
21 did not acknowledge receipt of either email. On August 12, 2015, the actual date of the now  
22 rescheduled deposition, at 1:12 a.m., I received a facsimile from Merriouns, again indicating  
23 she would not be appearing. Much like the earlier cancellation facsimile, this letter seemingly  
24  
25  
26  
27  
28

1 offered to reschedule, however provided no contact number or alternative date or time to  
2 conduct the deposition. It is of significance that Merriouns has had my email address and work  
3 phone number for months, yet she instead chose to send a fax at 1:12 a.m. One cannot simply  
4 "reply" to a fax under those circumstances. After having not been contacted by Merriouns  
5 after her August 12, 2015 cancellation and alleged willingness to reschedule the deposition, the  
6 following week I caused a Motion to Compel Compliance with Deposition Subpoena, Request  
7 for Sanctions, and Finding of Contempt to be filed as a result of Merriouns now having  
8 canceled two properly noticed depositions in violation of Court order, and her failure to meet  
9 and confer on the matter. On September 17, 2015, that Motion was granted after hearing and  
10 appearance by Merriouns. At that hearing, and from the bench, the Hon. Ronald E. Quidachay  
11 admonished and Ordered Merriouns to appear no less than five separate times for her  
12 deposition, and she was again ordered to pay sanctions this time in the amount of \$2,255  
13 within 30 days, and was Ordered to show cause why she should not be held in contempt of  
14 Court for her failure to comply with the Court's earlier Order. I would not be exaggerating or  
15 embellishing by representing that the Court was pleased with Merriouns actions to say the  
16 least. Hearing on that OSC was set for November 13, 2015 and Merriouns was ordered to  
17 respond no later than November 6, 2015. A true and correct copy of the referenced letters and  
18 associated emails and transmission receipts, and September 17, 2015 Order Granting Motion to  
19 Compel Compliance with Deposition Subpoena, Request for Sanctions, and Finding of  
20 Contempt is collectively attached as Exhibit N.

21  
22  
23  
24  
25 18. On October 7, 2015 Merriouns actually appeared at her deposition at my office.  
26 That deposition proceeded as best it could under the obvious circumstances and Merriouns  
27 reluctance to be there. Additionally, the deposition could not be completed because, besides  
28

1 the time constraints, Merriouns failed to bring her eyeglasses, and was unable to review any  
2 documents which were presented to her, such as the Life Estate, the Deed of Trust, the  
3 Promissory Note or the Bill of Sale. Moreover, it was particularly telling that Merriouns had  
4 “forgotten” her eyeglasses, eyeglasses of which she testified she needs because she is both  
5 nearsighted and farsighted. After that deposition session ended without having been  
6 concluded, attorney John Cooke began representing Merriouns in defense to my efforts to  
7 conclude the deposition. After numerous meet and confer efforts, proposed and entered orders,  
8 and engaging Mr. Cooke and the general theme and tone of resistance, I realized it was going  
9 to be substantially more effort than it was realistically worth, and with the January 25 trial date  
10 approaching, the decision was made to simply abandon the effort without having concluded the  
11 deposition. It simply was a mitigation of costs and effort.

14 19. Prior to Merriouns’ Deposition, on October 5, 2015, I prepared and caused a  
15 very thorough Plaintiffs Amended Motion for Summary Judgment or in the Alternative  
16 Summary Adjudication (“MSJ”) to be filed and served. The hearing on that MSJ was noticed  
17 for December 22, 2015, which was approximately one month before the first scheduled trial  
18 date of January 25, 2016. This MSJ was supported by declarations both from Plaintiff Peter  
19 M. Owens and two separate independent witnesses, as well as meal delivery cancellation  
20 documents provided by Meals on Wheels, in addition to other evidence supporting all of  
21 Plaintiff’s causes of action. Of note was that Plaintiff had served Meals on Wheels with a  
22 document demand and they had provided documents in response to that discovery request  
23 evidencing that meal delivery at the Premises had been canceled on October 2, 2012 until  
24 further notice, and had not been renewed. Copies of those meal cancelation records are  
25 included in Plaintiffs’ MSJ.  
26  
27  
28

20. Independent of the already filed and noticed MSJ, as a result of Defendant's failure to comply with any discovery, to meet and confer on any of outstanding discovery, and her failure to comply with the now four separate Court Orders, on October 19, 2016, Plaintiffs filed and served four separate Motions to Compel Compliance with Court Order each seeking additional evidentiary sanctions. Plaintiffs' Motion to Compel Compliance With Court Order for Compliance with Deposition Notice, Request for Monetary Sanctions, and for Issues Sanctions, Plaintiffs' Motion to Compel Compliance with Court Order for Site Inspection, Request for Monetary Sanctions, and for Issue Sanctions, Plaintiffs' Motion to Compel Compliance with Court Order for Compliance with Request for Production of Documents, Request for Monetary Sanctions, and for Issue Sanctions, and Plaintiffs' Motion to Compel Compliance with Court Order for Responses to Form Interrogatories, Request for Monetary Sanctions, and for Issue Sanctions, with each Motion noticed for hearing November 10, 2015. At 7:27 a.m., on November 10, 2015, the date which the Motions were to be heard, attorney John Cooke emailed the Court and myself noticing that he was entering his appearance for the limited scope of representing Defendant on these Motions, and that Defendant was, albeit untimely, contesting the tentative rulings. John Cooke now served as the sixth attorney whom I had contact with regarding representation of Defendant, either directly or indirectly, in this matter. John Cooke appeared at the November 10, 2015 hearing along with myself. One of the main issues entertained by Pro Tem Judge Steven B. Stein at that hearing was providing Defendant one final opportunity to convince the Court that there would be complete compliance with the outstanding discovery with specific commitments made on behalf of Defendant. The Court further emphasized the prejudice Plaintiffs have suffered as trial was set to begin in approximately two months, and over seven months have passed since Defendant

1 was first served with discovery requests, of which none has been complied with. Additionally,  
2 rather than finding in favor of Plaintiffs from the bench and a manner consistent with the  
3 tentative rulings, Pro Tem Judge Steven B. Stein took the matter under submission and  
4 provided Defense counsel with two separate correspondences inviting Defendant to represent a  
5 plan for compliance prior making a finding on Plaintiffs' Motions as well as Defendant  
6 providing discovery to Plaintiffs in a manner which can alleviate the clear prejudice Plaintiffs  
7 have suffered. In other words, the Court gave Defendant an opportunity before issuing its  
8 order. Thirteen days later, and after Defendant failed present any plan regarding compliance,  
9 besides an offer to request PG&E bills and to pay \$200 in sanctions, Plaintiffs were granted  
10 each of their Motions by Pro Tem Judge Steven B. Stein on November 23, 2015. True and  
11 correct copies of those Court communications and Notices of Entry of Order granting Plaintiffs  
12 the issue sanctions sought are collectively attached as Exhibit O.

15 21. In advance of the MSJ hearing, Defendant filed an Opposition to Plaintiff's  
16 MSJ, first on December 15, 2015 and again on December 17, 2015, which were untimely, but  
17 not objected to by Plaintiffs. Plaintiff filed Reply papers in response to Defendant's  
18 Opposition papers. On December 22, 2015, the MSJ hearing date, the Court, on its own  
19 motion, continued the matter to be heard December 31, 2015.

21 22. On December 28, 2015, three days before that MSJ hearing was to be heard,  
22 Defendant filed for Chapter 7 Bankruptcy. (Exhibit P-1) That resulted in the MSJ being taken  
23 off calendar because of an automatic stay. Of significance is that within her Chapter 7  
24 Bankruptcy Petition, Defendant listed no assets, no creditors, and no debts, besides her  
25 obligation to pay Plaintiffs on the Promissory Note on the underlying Life Estate and Deed of  
26 Trust. Additionally, because the Life Estate was not an alienable asset (it applying to  
27  
28

1 Defendant only and not being transferrable or marketable), it had no value to the Bankruptcy  
2 Estate, and even if it had, Plaintiffs were the only scheduled creditors who would receive  
3 distributions, to the extent there even were any funds to be distributed considering Defendant  
4 had no significant assets scheduled. Moreover, and most importantly, Plaintiffs seeking  
5 recovery of the Life Estate was based on behavioral violations, and not related in any way to  
6 the Promissory Note or the financial obligation of Defendant to make payments to Plaintiffs.  
7 Likewise, there was no relief which the Bankruptcy Court could provide for Defendant, short  
8 the stay itself strategically taking the MSJ off calendar. Equally as telling, was that in her  
9 petition, Defendant had also listed as her address for all Bankruptcy notices, to be "One Frank  
10 H. Ogawa Plaza, 2<sup>nd</sup> Floor, Attn: Iris Merriouns, Oakland, CA 94612". (Exhibit P-1). As a  
11 result of Defendant filing for Chapter 7 Bankruptcy, and Plaintiffs being entitled to relief from  
12 the stay, Plaintiffs filed a Motion for Relief From Stay and a simultaneous application to have  
13 that Motion heard on shortened time, the three main factors being 1) there was no relief which  
14 the Bankruptcy Court provide Defendant; 2) the underlying matter was a State Court property  
15 dispute and the Bankruptcy Court should abstain, and; 3) that trial in the action was scheduled  
16 for January 25, 2016, merely weeks away. That Motion and request to shorten time was filed  
17 on December 31, 2015. (Exhibit P-2) Shortened time was granted on January 2, 2016 and the  
18 Bankruptcy Court set the hearing for January 7, 2016. (Exhibit P-3) In response to Plaintiffs'  
19 seven-page Motion for Relief From Stay, Defendant filed a twenty-five page Opposition.  
20 (Exhibit P-4) After filing her twenty-five page opposition, Defendant further filed a Motion to  
21 Strike the Order Granting Ex Parte relief shortening time, alleging, among other things,  
22 improper service at the Oakland City Hall address and improper communications between the  
23 Bankruptcy Court and Plaintiff's counsel. (Exhibit P-5) Additionally, Defendant filed a  
24  
25  
26  
27  
28

1 Request for Continuance based on her medical condition. Defendant filed all of the above  
2 referenced pleadings while she remained pro se. At that January 7, 2016 hearing, U.S.  
3 Bankruptcy Judge Hannah L. Blumenstiel denied Defendant's Motion to Strike, further  
4 admonishing her for the accusations of improper communications (Exhibit P-7) and granted  
5 Defendant's Request for Continuance Re: Medical Impairment for one-week to January 14,  
6 2016, but for purposes mainly of her securing counsel. (Exhibit P-8) Not soon after,  
7 Defendant amended her bankruptcy petition to remove Merriouns and the Oakland City Hall as  
8 her address for service. (Exhibit P-9).

10 Defendant's new attorney, Mitchell Abdallah of Sacramento, CA, entered his  
11 appearance in the Bankruptcy matter on January 13, 2015, the day before the Motion for Relief  
12 From Stay was to be heard. Mitchell Abdallah's first procedural act as counsel for Defendant  
13 was to file a Motion to Convert her Chapter 7 Bankruptcy to a Chapter 13 Bankruptcy the  
14 morning of the Relief from Stay hearing. (Exhibit P-10) At the hearing, on January 14, 2016,  
15 Plaintiffs were granted Relief From Stay. One can only speculate as to why Defendant sought  
16 to convert her Chapter 7 to Chapter 13, however, after Plaintiffs received relief from stay that  
17 day, Defendant immediately withdrew her Motion to Convert to Chapter 13 before the relief  
18 from stay Order was even docketed. (Exhibit P-11) Plaintiff was granted relief from stay  
19 pursuant to Order on January 15, 2016. (Exhibit P-12). Defendant later requested to dismiss  
20 her own Bankruptcy on March 2, 2016, without her having received any of the relief sought  
21 under the protections of bankruptcy. (Exhibit P-13) Defendant's bankruptcy was dismissed  
22 pursuant to her request on April 3, 2016. (Exhibit P-14). True and correct copies of all of the  
23 Exhibits referenced as P-1 through P-14 are attached to this Declaration in Exhibit P.  
24  
25  
26  
27  
28

1           23.     Judge Blumenstiel's Bankruptcy Order granting Plaintiffs relief from stay had a  
2 fourteen-day hold which further delayed the proceedings in this Court, including the January  
3 25<sup>th</sup> trial date. The stay was effectively lifted January 29, 2016, however trial in the underlying  
4 action remained on calendar for January 25, 2016. Likewise, not only did Defendant's  
5 Bankruptcy cause the MSJ hearing to be taken off calendar, it would delay the trial date as  
6 well. I appeared at the January 25, 2016 trial call. At that call, Judge Stewart rescheduled the  
7 trial to February 1, 2016 to account for the expiration of the stay. Neither Defendant nor  
8 anyone on Defendant's behalf appeared at that January 25, 2016 trial call. Thereafter, I caused  
9 Defendant to be noticed of the time and place of trial, as ordered to do so by the Court. The  
10 following week, I appeared at the rescheduled February 1, 2016 trial calendar call. True and  
11 correct copies of that Notice of Time and Place of Trial is attached as Exhibit Q.

12           24.     On February 1, 2016, when the matter was called for trial, Merriouns appeared  
13 and served Plaintiffs, via me, with Defendant's Notice of Notice of Removal and a Notice of  
14 Stay and left the courtroom. This Notice of Notice of Removal was signed by Defendant and  
15 dated January 29, 2016, and seemingly attempted to remove the matter to Federal Court on  
16 grounds of diversity, which also resulted in, what was now, a second attempt to stall and stay  
17 the proceedings and prevent any findings on the merits. (Exhibit R-1) Defendant did not  
18 appear. Because the Court was unable to verify the Removal, and Merriouns did not remain to  
19 provide or volunteer any additional information or explanation, the trial was continued to  
20 February 2, 2016 so Court staff could verify the proceedings and status. I appeared at the call  
21 the following day after having learned that Defendant had filed a Notice of Removal with the  
22 United States District Court for the Northern District of California on January 29, 2016.  
23 (Exhibit R-2) At that February 2, 2016 trial call, and after the Court confirmed Removal, the  
24  
25  
26  
27  
28

1 trial was rescheduled a third time to March 21, 2016. Later that day, I caused Defendant to be  
2 served with Notice of that new trial date as ordered to do so by the Court. (Exhibit R-3) I soon  
3 learned that the Notice of Notice of Removal and Notice of Stay were not the only pleadings  
4 that Defendant had filed in the State Court action pending in this Court. First, on February 1,  
5 2016, besides the Notice of Notice of Removal I had been served, Defendant also filed an  
6 additional Objection to Plaintiffs' MSJ, which had still yet to be heard. Additionally, on  
7 February 4, 2016, after having filed her Removal, Defendant filed an amended Notice of Stay  
8 and an additional Notice of Removal. Moreover, despite the fact that neither Plaintiffs or I had  
9 ever utilized electronic service to serve Defendant of any pleadings in the year-plus this  
10 litigation had been pending, Defendant filed a Notice of Non-Authorization and Non-Consent  
11 to Electronic Service. (Exhibit R-4) This further limited the options, albeit never employed,  
12 Plaintiffs had to serve Defendant with any pleadings. A true and correct copy of that Notice of  
13 Non-Authorization and Non-Consent to Electronic Service is attached as Exhibit S. A true and  
14 correct copy of the above referenced Notice, Notice of Notice, Notice of Stay, Notice of Trial,  
15 and Notice of Non-Authorization and Non-Consent to Electronic Service are attached as  
16 Exhibits R-1 through R-4.

17  
18  
19  
20 25. Plaintiffs now had to address the stay associated with Defendant's removal to  
21 Federal Court served on myself, in the courtroom, on the February 1, 2016 trial date. On  
22 February 10, 2016, on behalf of Plaintiffs, I filed in the United States District Court for the  
23 Northern District of California, a Motion to Remand in Federal Court as a result of  
24 Defendant's improper and untimely removal. Federal Rules required that Motion to be heard  
25 on 35 days notice, and it was therefore noticed for March 17, 2016. Additionally, with that  
26 Motion to Remand, an application for an order shortening time was also requested. Prior to the  
27  
28

1 Motion to Remand being heard, and the application to shorten time being ruled upon, and just  
2 two days after my having filed the Motion to Remand, on February 12, 2016, United States  
3 District Court Judge Edward Chen remanded Defendant's removal back to this Court for lack  
4 of jurisdiction. This was done well in advance of the actual hearing noticed for March 17,  
5 2016 and the application to shorten time. Because the removal was so clearly improper, the  
6 Federal Court remanded the matter without even conducting a hearing. As a result, the March  
7 21, 2016 trial date could go forward, unless, of course Defendant took any addition action to  
8 prevent that from happening. A true and correct copy of that first Remand Order is attached as  
9 Exhibit S.  
10

11  
12 26. While the matter remained in Federal Court, and in between the two-day period  
13 after Plaintiffs had filed their Motion to Remand and before it had actually been Remanded,  
14 Defendant filed two significant pleadings. First, on February 11, 2016, Defendant filed a  
15 Notice of Non-Consent to Electronic Service similar to the one filed in State Court on February  
16 3, 2016, even sharing the same signature date and language of that State Court Non-Consent to  
17 Electronic Filing of February 3, 2016 (Exhibit T-1). Second, Defendant filed a sixteen count  
18 cross-complaint against Plaintiffs in Federal Court in the improperly removed matter. Within  
19 the fifty-three pages of that Cross-Complaint, Defendant alleged causes of action for 1)  
20 Financial Elder Abuse; 2) Elder Abuse; 3) Unfair Competition – California Business and  
21 Professional Code §§17200 et seq.; 4) Negligent Infliction of Emotional Distress; 5)  
22 Intentional Infliction of Emotional Distress; 6) Age Discrimination in Violation of ECOA, 15  
23 U.S.C. §1691(a)(1); 7) Fraud; 8) Fraudulent Inducement; 9) Cancellation; 10) Fraudulent  
24 Concealment; 11) Damages Based on Fraud; 12) Fraudulent Misrepresentation; 13) Breach of  
25 Fiduciary Duty; 14) Civil Conspiracy; 15) Civil RICO; and 16) Violation of 42 U.S.C. §3601,  
26  
27  
28

1 et seq. (Exhibit T-2). That cross-complaint has been seemingly abandoned by Defendant.

2 True and correct copies of Defendant's Notice of Non-Consent to Electronic Service (Federal  
3 Court) and Cross-Complaint are attached as Exhibit T-1 and Exhibit T-2.

4 27. On February 12, 2016, the same day that United States District Court Judge  
5 Edward Chen remanded Defendant's removal as being improper, Defendant filed a Notice of  
6 Appeal in the United States District Court. Additionally, on February 16, 2016, Defendant  
7 filed another Notice of Stay of Proceedings "Notice of Appeal to the Ninth Circuit RE:  
8 Divestiture Rule is controlling" and on February 18, 2016 filed a Notice of Notice of Appeal to  
9 the Ninth Circuit Court of Appeals RE: Divestiture Rule Controlling. None of Defendant's  
10 pleadings regarding this appeal set forth the basis of any stay being in effect, or that Defendant  
11 had been granted any stay of proceedings subsequent to the Remand issued by United States  
12 District Court Judge Edward Chen. On February 22, 2016 the United States Court of Appeals  
13 for the Ninth Circuit issued an Order to Show Cause why the judgment appealed should not be  
14 summarily affirmed because the questions on which the decision in the appeal depends may be  
15 so unsubstantial as to not justify further proceedings. That ruling remains outstanding. True  
16 and correct copies of that Order to Show Cause, Defendant's Notice of Appeal, Notice of Stay,  
17 and Notice of Notice of Appeal are attached collectively as Exhibit U.

18 28. With the matter having now been properly Remanded, and with no stay being in  
19 effect or applicable, I appeared at the March 21, 2016 trial call, at which time Judge Stewart  
20 assigned this matter to Judge Robertson for trial. Defendant did not appear nor did anyone  
21 appear on Defendant's behalf, including Merriouns. As a result of Defendant's failure to  
22 appear, Judge Robertson scheduled the matter to continue to the following day to permit  
23 Plaintiffs to prepare and arrange for a prove up hearing. Additionally, Plaintiffs' MSJ was also  
24  
25  
26  
27  
28

1 ordered to be noticed to be heard on that March 22, 2016 date as well, as all of the necessary  
2 papers and opposition were, and for some time had, before the Court. I caused Defendant to be  
3 served Notices of both that prove up hearing and the hearing on the MSJ. In advance of that  
4 hearing I prepared a Request for Judicial Notice in Support, and arranged for the appearances  
5 of Plaintiff and independent witnesses to present testimony to the Court. I also prepared  
6 proposed Orders for both of the hearing set to take place incorporating much of the factual and  
7 procedural history of the litigation as required. True and correct copies of those Notices are  
8 collectively as Exhibit V.  
9

10         29.     The following day, March 22, 2016, when both the MSJ hearing and prove up  
11 hearing were to take place, Merriouns showed up again without Defendant. Similar to before,  
12 rather than address the merits of the pending issues and hearings set to be heard in mere  
13 minutes, Merriouns served this Court's staff and myself with another Notice of Notice of  
14 Removal. This was an identical attempt to remove the matter to Federal Court, now for the  
15 second time, and under the same improper authority that resulted in the earlier remand, namely  
16 diversity jurisdiction, which Defendant was seemingly in the process of appealing. Merriouns  
17 again refused to speak to the Court, the Court's staff, or myself, as she had done before at the  
18 February 2, 2016 trial call of Judge Stewart. She simply served the Notice of Notice Removal  
19 and left. It was clear that on behalf of Defendant, Merriouns had simply re-filed Notice of  
20 Notice Removal in an attempt to prevent the matter from moving forward with the MSJ  
21 hearing and the prove up hearing, both of which she seemingly knew about, as evidenced by  
22 not only her appearance, but the filing of the Notice of Notice of Removal itself that day.  
23 After a thorough investigation of the Notice of Notice of Removal, including real-time  
24 assistance from both of this this Court's research clerks, this Court struck this now second  
25  
26  
27  
28

1 Notice of Notice of Removal as being defective, one of the main reasons being that the Notice  
2 of Notice of Removal was identical to the first and earlier Notice of Notice of Removal, even  
3 sharing Defendant's same signature date of January 29, 2016. A true and correct copy of that  
4 Order Striking Notice of Notice of Removal, the second Notice of Notice Removal, and the  
5 Notice of Removal, and is collectively attached as Exhibit W.

6  
7 30. After this Court had stricken the now second and improper removal to Federal  
8 Court, this Court held the hearing on Plaintiff's MSJ and after reviewing all of the pleadings  
9 provided in support of the Motion, as well as all of the pleadings filed by Defendant in  
10 opposition and the late filed objections, this Court granted Plaintiffs' MSJ. A true and correct  
11 copy of that Amended Motion for Summary Judgment or in the Alternative Summary  
12 Adjudication, dated March 22, 2016 is attached as Exhibit X.

13  
14 31. After this Court had stricken the now second and improper removal to Federal  
15 Court, this Court conducted a full prove-up hearing based on Defendant's failure to appear at  
16 the properly noticed trial, and the failure of Defendant, Merriouns, or anyone else for that  
17 matter, to address the Court on the issue. This Court reviewed all the documents provided in  
18 Plaintiffs' request for judicial notice supporting same, heard testimony from Plaintiff Peter M.  
19 Owens, independent witness Geoff Pierce, and reviewed additional evidence on the matter.  
20 After that full hearing, this Court issued Judgment in the Action. A true and correct copy of  
21 that Judgment is attached as Exhibit Y.

22  
23  
24 32. Subsequent to receiving Judgment, the since relieved attorney Michael Spalding  
25 entered his appearance and no-longer associated attorney Steven MacDonald became involved  
26 in the matter. Since Mr. Spalding's involvement, I have made two separate appearances in  
27 Department 501 at the ex parte stay of eviction calendar. Additionally, Mr. Spalding filed a  
28

1 Request from Relief from Forfeiture, which my office drafted the opposition to as well as  
2 providing additional pleadings to the Court in response to the request for additional  
3 information. Defendant's request for relief from forfeiture resulted in another two separate  
4 court appearances that both Andrew Zacks and I appeared at, which were also attended by Mr.  
5 Spalding and Mr. MacDonald. The requested relief and additional information has given rise  
6 to this Motion for Reasonable Fees. As mentioned, Mr. Spalding has since substituted out as  
7 counsel and I have confirmed that Mr. MacDonald is no longer involved on behalf of  
8 Defendant.  
9

10 33. Since this litigation began, Plaintiffs have been awarded a total of \$6,165 in  
11 sanctions against Defendant for the above-described discovery violations and have further been  
12 awarded sanctions totaling \$4,227.50 against Merriouns for her violations as well. The total  
13 amount of sanctions Plaintiffs have been awarded in this action is \$10,392.50 and includes no  
14 less than ten separate orders.  
15

16 34. As a result of these actions, and others, the fees incurred by Plaintiff for our  
17 services in this action was is \$170,348.63.00 up to and including the date of entry of judgment,  
18 Defendant's relief from forfeiture, and this Motion. Plaintiffs were, however, granted a  
19 courtesy discount on the legal fees, in the total amount of \$15,535.63, establishing the total  
20 amount of attorney's fees realized by Plaintiffs to be \$154,813.00. True and correct invoices  
21 reflecting  
22

23 35. I have reviewed the bills provided to Plaintiffs for our services in this matter,  
24 and believe that they are reasonable given the result we achieved as well as the tremendous  
25 amount work that was necessary based on the actions on behalf of Defendant. I have also  
26 reviewed the bills and determined that the services provided were necessarily incurred in this  
27  
28

1 case, and were incurred for the purpose of obtaining a judgment to enforce Plaintiff's right to  
2 recover possession of the Premises. Attached to this declaration as Exhibit Z is a transaction  
3 listing of business records kept in the normal course of my business showing the date each  
4 billable item on this matter occurred, the initials of the individual who preformed that item, a  
5 description of the service provided, the amount of time spent on that particular task, the total  
6 cost of the particular service, and that individuals hourly rate (by dividing the total cost of the  
7 particular service by the amount of time spent on the task). The entries shown on the  
8 transaction listing are the same as those that appeared on the invoices our office sent to  
9 Plaintiffs for the services we performed in this matter. These billings also reflect the amount  
10 of costs associated with litigating this action. The costs, which include, and are not limited to  
11 filing fees and an exhaustive amount of service and fees, totals \$14,653.23. I believe the costs  
12 were necessarily incurred in this case, and are reasonable in light of the result obtained in this  
13 matter.  
14

15  
16 36. I have been practicing law in California since December 2009 and currently  
17 practice as a real estate and litigation attorney. I have also practiced law on a full time basis as  
18 a trial attorney since November 1999 in other states. My rate for the majority of this matter  
19 was \$275 per hour, and it having increased to \$300 per hour as of March 1, 2016. True and  
20 correct copies of the invoices sent to Plaintiffs in this action, evidencing the work performed  
21 by myself and other staff in my office are included in the business record billings attached to  
22 this Declaration as Exhibit Z.  
23  
24

25 I declare under the penalty of perjury that the foregoing is true and correct, and that this  
26 declaration was executed on the below referenced date at San Francisco, California.

27 Dated: May 12, 2016

28 \_\_\_\_\_  
By: Mark B. Chernev

**ZACKS & FREEDMAN, P.C.**  
235 MONTGOMERY STREET, SUITE 400  
SAN FRANCISCO, CALIFORNIA 94104

**ZACKS, FREEDMAN & PATTERSON, P.C.**  
Attorneys for Plaintiffs

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

# EXHIBIT P

THE SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN FRANCISCO

Case Number: CGC14543437  
Title: PETER M OWENS VS. IRIS CANADA ET AL  
Cause of Action: QUIET TITLE - REAL PROPERTY  
Generated: 2018-01-22 4:03 pm

Register of Actions Parties Attorneys Calendar Payments Documents

## Attorneys

Show  entries

Search:

Name	Bar Number	Address and Phone Number	Parties Represented
COOKE, JOHN F	154609	COOKE LAW GROUP ONE SANSOME ST STE 3500 SAN FRANCISCO, CA 94104 415-946-8850	
SPALDING, MICHAEL	291936	HOMELESS ADVOCACY PROJECT 125 HYDE STREET SAN FRANCISCO, CA 94102 415-865-9216	
WIEDERHOLD, MARY CATHERINE	219429	LAW OFFICES OF MARY CATHERINE WIEDERHOLD 1458 SUTTER STREET SAN FRANCISCO, CA 94109 415-533-0735	
ZACKS, ANDREW MAYER	147794	ZACKS, FREEDMAN & PATTERSON, P.C. 235 MONTGOMERY STREET SUITE 400 SAN FRANCISCO, CA 94104 415-956-8100	OWENS, PETER M (PLAINTIFF) OWENS, STEPHEN L. (PLAINTIFF) RADISCH, CAROLYN A. (PLAINTIFF)
ZARAGOZA, DENNIS BOYD	084217	LAW OFFICES OF DENNIS ZARAGOZA P.O. BOX 15128 SAN FRANCISCO, CA 94115	CANADA, IRIS (APPELLANT) CANADA, IRIS (DEFENDANT)

Showing 1 to 5 of 5 entries

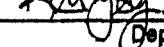
Previous  Next

# EXHIBIT Q

**FILED**  
San Francisco County Superior Court

JUN -8 2016

CLERK OF THE COURT

BY:  Deputy Clerk

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN FRANCISCO

PETER M. OWENS, an individual,  
CAROLYN A. RADISCH, an individual,  
STEPHEN L. OWNES, an individual,


Plaintiffs,

vs.

IRIS CANADA an individual, OLD  
REUBLIC TITLE COMPANY, a California  
corporation, and DOES 1-10, inclusive

Defendant.

Case No. CGC-14-543437

  
**TENTATIVE DECISION  
DETERMINING AMOUNT OF  
REASONABLE ATTORNEYS FEES  
AND COSTS**

The Court orders Defendants pay Plaintiffs' reasonable attorney's fees and costs in the amount of \$169,466.23 within 30 days. The Court found in its order dated April 27, 2016, as a condition to Defendant receiving equitable relief from forfeiture, that Plaintiffs are entitled to compensation pursuant to §3275.

The Court granted the *Defendant's Motion for Relief* pursuant to §3275:

Whenever, by the terms of an obligation, a party thereto incurs a forfeiture, or a loss in the nature of a forfeiture, by reason of his failure to comply with its provisions, he may be relieved therefrom, upon making full compensation to the other party, except in case of a grossly negligent, willful, or fraudulent breach of duty.

Cal.Civ.Code §3275.

The Court's order of April 27, 2016 relied on *Cassinella v. Allen* (1914) 168 Cal. 677 and *Parsons v. Smilie* (1893) 97 Cal. 647.

The Court finds that *Defendant Iris Canada's Memorandum of Points and Authorities in Opposition to Motion for Determination of Reasonable Attorney's Fees* ("Defendant's

1 *Memo*") is an improper motion for reconsideration pursuant to Cal.C.C.P. §1008 because it  
2 challenges the legal basis for the order of April 27, 2016, which found that Plaintiffs were  
3 entitled to full compensation for attorneys fees and costs as a condition for granting relief for  
4 forfeiture.

5 Cal.C.C.P. §1008 (a): "[A]ny party affected by the order may, within 10 days after  
6 service upon the party of written notice of entry of the order and based upon new or  
7 different facts, circumstances, or law, make application to the same judge or court  
8 that made the order, to reconsider the matter and modify, amend, or revoke the prior  
9 order."

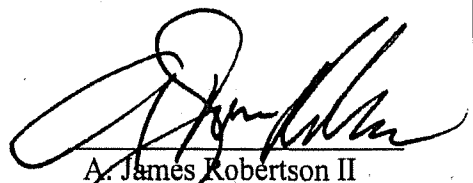
10 The Court granted Defendant's Motion for Relief pursuant to Civil Code §3275 on  
11 April 27, 2016. Defendant filed *Defendant's Memo* on June 6, 2016, 40 days after the Court  
12 granted Defendant's Motion for Relief. The Court finds this motion for reconsideration  
13 untimely pursuant to §1008.

14 The Court also finds that the motion for reconsideration is improper due to a lack of  
15 new or different facts, circumstances, or law. In Defendant's original opposition, Defendant  
16 did not include authorities that they now include in their current motion. Defendant includes  
17 new cases *McNeece v. Wood* and *Freedman v. The Rector*; however, these cases should have  
18 been provided in the original motion and do not fit the definition of "new law" as to §1008.

19 Defendant does not dispute the total fees and costs which plaintiffs motion shows was  
20 incurred. The Court orders that as a condition to Defendant receiving equitable relief from  
21 forfeiture pursuant to Civil Code §3275, Defendant must pay Plaintiff's reasonable attorney's  
22 fees to the amount of \$154,813.00, as well as necessary costs in the amount of \$14,653.23.  
23 Defendant shall make full payment of these fees to Plaintiffs within 30 days.

24 IT IS SO ORDERED

25 *June 8, 2016*

26   
27 A. James Robertson II  
28 Superior Court Judge

# EXHIBIT R

ZACKS, FREEDMAN & PATTERSON, PC  
235 MONTGOMERY STREET, SUITE 400  
SAN FRANCISCO, CALIFORNIA 94104

Andrew M. Zacks (SBN 147794)  
Mark B. Chernev (SBN 264946)  
ZACKS, FREEDMAN & PATTERSON, PC  
235 Montgomery Street, Suite 400  
San Francisco, CA 94104  
Tel: 415.956.8100  
Fax: 415.288.9755

Attorneys for Plaintiffs  
Peter M. Owens  
Carolyn A. Radisch  
Stephen L. Owens

**SUPERIOR COURT - STATE OF CALIFORNIA**

**COUNTY OF SAN FRANCISCO - UNLIMITED CIVIL JURISDICTION**

PETER M. OWENS, an individual,  
CAROLYN A. RADISCH, an individual,  
STEPHEN L. OWENS, an individual,  
Plaintiffs,

vs.

IRIS CANADA an individual, OLD  
REPUBLIC TITLE COMPANY, a California  
corporation, and DOES 1-10, inclusive,  
Defendants.

Case No.: UGC-14-543437

**DECLARATION OF PETER M. OWENS  
IN SUPPORT OF PLAINTIFFS'  
MEMORANDUM OF POINTS AND  
AUTHORITY IN SUPPORT OF SETTING  
BOND AMOUNT FOR STAY PENDING  
APPEAL AND OPPOSITION TO STAY  
PENDING APPEAL**

Date: November 1, 2016  
Time: 2:00 p.m.  
Dept.: 502  
Judge: Hon. James A. Robertson, II

I, Peter M. Owens, declare as follows:

1. I have personal knowledge of the following facts discussed below and would testify truthfully thereto if called to do so.

2. My wife, brother and I bought the six unit building located at 668-678 Page Street, San Francisco, California in August 2002. In September 2002 we noticed the four occupied units of our intent to remove the building from rental use under the Ellis Act as of

1 January 2003. Following all proper noticing and procedures, three of the tenants moved out of  
2 the building in late 2002 / early 2003. During this time I lived on the property with my brother  
3 Christopher and renovated and sold five of the six units as TIC units by late 2003.

4 3. The remaining unit, first floor unit 670, had been occupied by then 86-year old  
5 Iris Canada since November 1, 1965. As her neighbors, we got to know Iris Canada well and  
6 decided we wanted to find a way to keep her in her longtime home. However, under Ellis Act  
7 removal rules, she was not the allowed to remain as a renter. After a yearlong discussion with  
8 attorneys of alternatives to renting that would not jeopardize our long-term interests, we settled  
9 on the concept of a "life estate" in early 2004. We agreed to finance her purchase of a life  
10 interest in her unit so long as she *"permanently resides as the sole and only occupant"*  
11 (attached as Exhibit A). She would cease to be a tenant paying rent, and instead become an  
12 owner of a recorded property interest repaying a zero interest \$250,000 loan in increments of  
13 \$700 / month. The balance of the loan is forgiven at the time of her death. As explained in a  
14 January 31, 2015 email exchange with her attorney, \$700 / month obligated us to indefinitely  
15 subsidize more than 50% of her home's \$1,500 / month carrying cost for as long as she lived  
16 there. It also testifies to our explicit concern for Iris Canada's welfare—to *"make sure this will*  
17 *work for Iris"* and that *"we care about her well-being"* (attached as Exhibit B).

18 4. By design, the life estate benefited Iris Canada, and Iris Canada alone, so long  
19 as she actually lived there, independently and on her own. Iris Canada understood this  
20 condition and freely agreed to it while represented by excellent counsel. In a January 26, 2005  
21 email between from her attorney, Steve Collier and our attorney Denise Leadbetter (attached as  
22 Exhibit C), attorney Collier reports *"I have reviewed the life estate documents and discussed*  
23 *them with my client."* His outlines his three remaining concerns: payment amount, loan terms,  
24  
25  
26  
27  
28

1 and property taxes. There is no expressed concern what-so-ever about the independent living  
2 clause ("*permanently residing as the sole and only occupant*") or about any desire to purchase  
3 the unit. To the contrary, he notes Iris Canada has no assets and a very limited, fixed income.  
4 He is primarily concerned that her estate does not incur any debt or expense that she would be  
5 unable to pay.  
6

7 5. The independent living clause was critical to protecting us against a family  
8 member or other persons unknown to us attempting to claim rights to the unit that were not  
9 theirs to claim. In a second January 31, 2005 email to attorney Leadbetter, I discuss the  
10 significance of the clause "*as long as she permanently resides as the sole and only occupant*"  
11 (attached as Exhibit D). I go on to say "*while this protects us from someone moving in, it*  
12 *doesn't really address the problem of what happens if she reaches the point where she can*  
13 *longer no longer take care of herself.*" After discussing several options, I wonder to what  
14 extent "*a few distant nieces in the East Bay*" would be willing or able to help if she needed it.  
15  
16

17 6. It is critical to understand that the media headlines about the alleged  
18 displacement of a 100-year-old widow does not change the fact that there is clear agreement  
19 among the parties that Iris Canada is no longer able to live independently at 670 Page Street (or  
20 anywhere else for that matter)—that she is no longer able to meet the requirement to  
21 "*permanently reside as the sole and only occupant.*" She has simply reached an age where  
22 that is no longer possible.  
23

24 7 As early as 2006, written communications show Iris Canada becoming slowly  
25 less able to live on her own. In a February 15, 2006 email, social worker Sara Madigan of the  
26 Community Health Resource Center reports that while Iris Canada is a pretty functional and  
27 independent 90-year-old, she is experiencing some social withdrawal and minor memory  
28

1 issues. She also reports some clutter and hazards in the apartment but Iris said "*her nieces*  
2 *haven't had time to help her*" (attached as Exhibit E). By January 26, 2009, a letter from Larry  
3 Henderson of Adult Protective Services shows that her situation has declined considerably. He  
4 reports seven documented incidents of the gas being left on or smoke filling the apartment. He  
5 also reports that Iris' niece (also named Iris) "*was supposed to be working on the issue but I*  
6 *have not heard back from her in some time now*" (attached as Exhibit F).

8 8. By the summer of 2012, the situation had gotten so bad that apartment had  
9 become infested with rodents and pests (see full description on page 8 of my October 1, 2015  
10 declaration) and her grand niece, Iris Merriouns, was forced to move her out to live with her in  
11 Oakland. In Iris Merriouns own sworn deposition on October 7, 2015, (answering questions  
12 posed by attorney Mark Chervnev) she corroborates that her aunt is simply no longer able to  
13 stay overnight by herself—especially at the Page Street apartment.

15 Q. So when you stay in 9969 Empire Road, your aunt is with you?

16 A. Typically she's with me, and if she has an appointment, she's over here and in  
17 San Francisco, depending on who has the time.

17 Q. Can she stay by herself?

18 A. I don't trust her to stay by herself, especially at the Page Street address  
19 (attached as Exhibit G, Page 32, Lines 15-22)

20 ~~Iris Merriouns again corroborates the inability of her aunt to live on her own under the terms of~~  
21 the life estate in an April 28, 2016 radio interview on KGO's Brian Copeland Show (the full  
22 audio recording at <https://audioboom.com/posts/4497961-april-28-2016-3pm>). At minute 12:53  
23 of the audio file she suggests her aunt cannot live under the terms of the life estate because "*it*  
24 *is not consistent with a person aging.*" At minute 35:56 of the audio file she goes on to  
25 confirm that the life estate does not work for her aunt and wants the conditions changed "*they*  
26 *(the life estate conditions) have to be (changed).*" While a detailed chronology of the  
27 unoccupied status of 670 Page Street from July 2012 to March 2016 is contained within the  
28

1 transcript, the unavoidable conclusion of Iris Merriouns' own testimony is that since 2012 her  
2 aunt has not be able to abide by the condition that she "*permanently reside as the sole and only*  
3 *occupant*" and therefore has been in violation of the life estate for at least four years.

4 9. As a condition to our fellow TIC owners granting permission to have a life  
5 estate interest granted to Iris Canada, we agreed to take full responsibility to ensure Iris Canada  
6 abided by the terms of her agreement. Their permission was needed because TIC buildings are  
7 jointly titled with all owners on the same deed. Thus, in conjunction with granting the life  
8 estate in June 2005, the TIC group executed the 4th Amendment to our TIC Agreement  
9 (attached as Exhibit H). The amendment states that if Iris Canada violates the terms of her  
10 agreement, Carolyn, Stephen and I, the unit's owners, are compelled to "*take all necessary*  
11 *action to revoke Iris Canada's Life Estate and remove Iris Canada.*"  
12

13 10. For more than two years, we have gone to extraordinary lengths and expense to  
14 give Iris Canada every opportunity restore her life estate and even expand it to better suit her  
15 needs. All we have asked in return is her simple cooperation with a condominium conversion  
16 application that her own lawyers and a judge have assured her would have zero impact on her  
17 rights. However, at the insistence of Iris Merriouns, she has consistently refused for reasons  
18 unknown to us until late July 2016 when Merriouns, through her attorney, demanded the forced  
19 sale of the property as a condition of her aunt's cooperation. These efforts are summarized in  
20 my August 24, 2016 "Final Appeal" letter to Iris Merriouns (attached as Exhibit I).  
21

22 11. Whatever hardship exists is entirely of her own making. She has been in  
23 violation of the life estate for over four years. Whether or not she is granted a stay pending  
24 appeal will not change her situation. She is unable to live on her own at Page Street now. She  
25 will continue to not be able to live on her own at Page Street going forward—with or without  
26  
27  
28

1 the stay. Nothing changes for her. There is no hardship. Iris Canada is completely free to  
2 continue to not live as the sole and only occupant of 670 Page. While she may complain about  
3 losing a sense of home and memory, there is absolutely nothing in our agreement that obligates  
4 us to forfeit our own use and enjoyment of our property so she can to store her photographs,  
5 furniture and memories and occasionally visit them from her primary residence in Oakland.  
6 Furthermore, any claim of hardship is entirely of her own making. She has always had the  
7 power to cure the violation and restore her rights. Against the advice of her own attorney's in  
8 open court she has consistently refused to act to restore her life estate. She has done so at her  
9 own peril. Unlike Iris Canada, we are not free to act to restore her life estate. She is in  
10 violation. We are compelled to remove her.  
11

12 12. The delayed recovery, continued stays, and tactics and blatantly false  
13 allegations and strategy employed by Iris Canada, and to a greater extent her niece, have  
14 created an enormous financial and emotions hardship for us that continues seemingly  
15 indefinitely. These hardships are material and substantive.  
16

17 13. After six frustrating months (including over our 2014 family vacation) of having  
18 our requests to contact Iris Canada to discuss the unoccupied and disheveled state of the  
19 property blocked at every turn by her niece Iris Merriouns, we were compelled by binding  
20 agreement to revoke the life estate and remove Iris Canada. The stress of have to take legal  
21 action against someone you care about without even being able to discuss it with them took an  
22 enormous toll on me. It was especially stressful because the remedy was so incredibly  
23 simple— a signature that would have no impact on her whatsoever. The stress was further  
24 compounded by my professional role as the director of the city office with responsibility of  
25 protecting our most vulnerable citizens. But I was 3,000 miles away and had been cut off from  
26  
27  
28

1 all contact for over two years. On December 14, 2014 I sent one last letter on to Iris Canada by  
2 certified mail (it was signed for and received by both Iris Canada and Iris Merriouns) pleading  
3 with her to contact me before I was forced to act (attached as Exhibit I-a).

4 *"I am also afraid my efforts to reach you have been stressful on little Iris. Please*  
5 *apologize to her for me. My only intent has been, and remains, to talk to you about*  
6 *signing the application. But even after three months of trying to communicate thru*  
7 *attorneys, we have failed to make any headway. Because I have not heard from you, my*  
8 *attorney has advised me we have no option left but to file a lawsuit in court. Given our*  
9 *history, this makes me very sad. I remain only a phone call away. I would even be*  
10 *willing to fly out to San Francisco to sit down with you if that would make it easier for*  
11 *you to answer my questions."*

12 But again, nothing but silence in return. I was left with no choice but to initiate legal action.

13 14. That was only the beginning of a two-year nightmare. Iris Merriouns willfully  
14 and knowingly deployed every delay and diversionary trick in the book to drag out proceedings  
15 and force us to incur enormous legal expenses—summarized in attached Exhibit J. By the  
16 spring we had drained our savings and had to refinance the equity in our home to keep up with  
17 expenses. Within few more months we started to compile legal bills that we had no way to pay  
18 and on top of that were facing the additional expense of our eldest child starting college in the  
19 fall. By the end of 2015 our legal bills were in excess of \$100,000—all due to the bad faith of  
20 Iris Merriouns and my failure to secure a simple signature.

21 15. But that is just the opening act of our hardship. More bad faith legal tactics and  
22 changes in attorneys caused further delay and pushed the trial date from December to January  
23 to February to March. The trial finally took place on March 21 and 22. Iris Canada and Iris  
24 Merriouns didn't appear and we were awarded full possession of the unit. Whatever relief we  
25 felt was short-lived. Because she knew she had no chance in a court of law where testimony is  
26 taken under oath and perjury is a felony offense, Iris Merriouns instead choose to litigate her  
27 case in the court of public opinion. After she prevented my attorney access to view the unit  
28

ZACKS, FREEDMAN & PATTERSON, PC  
235 MONTGOMERY STREET, SUITE 400  
SAN FRANCISCO, CALIFORNIA 94104

1 both in violation of the rules of discovery and *two* separate court orders commanding her to  
2 permit access for months before the trial, days before the first scheduled trial date (which she  
3 eventually filed a Federal Removal specifically to prevent), she cleaned up the apartment,  
4 staged her aunt to look like she had been living there all along and invited the television  
5 cameras to film the alleged travesty of a 99-year-old-widow being thrown out of her long time  
6 home (see summary of activity on page 15, line 13). It was a very convincing story and quickly  
7 spread as a national news story (attached as Exhibit K). We were vilified across the internet.  
8

9       16. The impact of the publicity on our lives was both fierce and swift. We were  
10 completely caught off guard. Goaded on by housing activists, the local media in Vermont  
11 picked it up story. And while the truth was on our side, it was nearly impossible to counter the  
12 powerful but fraudulent story of a 99-year-old widow being evicted. Within 48 hours of the  
13 protests and news stories, I realized I had no choice to but resign from my job as Director of  
14 Community and Economic Development. No matter what the facts were, the association of my  
15 name with such a horrible story was damaging to both the Mayor and my department (attached  
16 as Exhibit L). The loss of my job has cut our family income in half as well as losing our health  
17 benefits. My professional reputation has been severely harmed. This had both an immediate  
18  
19

20 and severe impact on my ability to support my family. Until the matter is finally settled in  
21 court, the stigma of my association with this unresolved case will continue to create an  
22 enormous hardship to prospects of future employment. Any further delay in the case only adds  
23 to our double jeopardy hardship—mounting legal debt and loss of income.  
24

25       17. Adding insult to injury has been the shameless slandering and harassment of my  
26 wife and I by Bay Area housing advocates who couldn't resist making headlines at any cost to  
27 promote the very real problem of vulnerable seniors being displaced in San Francisco by  
28

1 unfairly scapegoating us while ignoring the real story—Iris Merriouns' real estate grab.  
2 Inflammatory social media posts with language and our phone and email addresses resulted in  
3 many hundreds of angry and indignant emails and phone calls (attached as Exhibits M & N).  
4 As the case has dragged out over the summer and fall with stay after stay, activists have  
5 continue to launch personal attacks on us based on lies and misinformation. Any additional  
6 stays will only expose my family and I to further hardship and insult.  
7

8 18. My neighbors on Page Street have also suffered extreme stress, harassment,  
9 economic hardship and disruption of their home life by the actions of Iris Merriouns and the  
10 activists. As they have noted in their declarations, they have been victimized by unjust  
11 harassment and regular protests—people chanting in the street, defacing their property,  
12 screaming in their faces and disrupting their lives (attached as Exhibit O). Not surprisingly, the  
13 protests and media events are some of the only times that Iris Canada has come to the property  
14 over the past five months. After the media leaves, Iris Canada and her family get back in Iris  
15 Merriouns' car and drive back to Oakland. Ironically, my neighbors are all folks who cared for  
16 and looked after Iris Canada for the many years she was lived among them. All they have  
17 asked is that Iris Canada uphold her agreements and do them no harm.  
18

19 19. Iris Merriouns herself has personally attacked and harassed me for over two  
20 years. She has accused me of forgery, fraud, theft, breaking and entering, lying, elder abuse  
21 and cruelty. She filed a criminal complaint against me in May 2015 (a full year after the  
22 alleged incident) that forced me to hire a criminal defense attorney and incur added expense.  
23 The charges were all baseless and nothing ever came of them. She further accused me of  
24 "slavery" and "putting a rope around her aunt's neck" in the San Francisco Chronicle (attached  
25 as Exhibit P). Despite these affronts, I have always strived to work in good faith and remain  
26  
27  
28

ZACKS, FREEDMAN & PATTERSON, PC  
235 MONTGOMERY STREET, SUITE 400  
SAN FRANCISCO, CALIFORNIA 94104

1 respectful and understanding in the face of her continual bad faith and scheming. I believe my  
2 long record of reasoned communication with her reflects this. However, enduring such  
3 assaults has been emotionally stressful and damaging. I have lost a lot of sleep and suffered  
4 great hardship. Any additional stays will only enable her to continue her campaign of  
5 intimidation and bullying in pursuit of property rights that are not hers to take.  
6

7 20. Finally, the dragging out of court proceedings since the March Judgment is  
8 exacting a mounting emotional and financial toll on my family and myself. Over the past six  
9 months I have worked nearly full time trying to bring this conflict to resolution. I have made  
10 several good faith trips to San Francisco to attempt to negotiate a settlement. I have spent  
11 hundreds of hours pleading a path of reason and resolution to community leaders, clergy,  
12 elected officials, activists, the media and virtually anyone else who will listen. My attorneys  
13 have spent the better part of three months attempting to negotiate settlement and another two  
14 months attempting to execute the writ of possession in the face of stay after stay. In 2016, we  
15 have incurred additional legal debt well in excess of \$100,000 bringing our total costs close to  
16 \$250,000. Given a simple remedy has been available to Iris Canada all along that is simply  
17 insane. Without a job, I am planning to move to San Francisco to renovate our property with  
18  
19

20 sweat equity as soon as we have possession of the unit. Given her age and circumstance, there  
21 is no reasonable possibility that Iris Canada could ever again meet the life estate condition of  
22 "*permanently residing as the sole and only occupant of the premises*" even if all her appeals  
23 were upheld. In light of this, it is simply not fair to continue to deny us the economic use of  
24 our property that was awarded to us in March in the face of our extreme economic hardship.  
25 Any additional stays will only further increase the burden of our already massive hardship.  
26  
27  
28

1           21.     The two years of correspondence that follows demonstrates beyond any  
2 reasonable doubt that Iris Canada moved out of her unit in July of 2012, has been in continuous  
3 violation of the life estate ever since. There is simply no getting around that fact, and the  
4 allegations now regarding a forced sale still do not dispute this evidence. The email record and  
5 chronology clearly shows she was not away on vacation or temporarily in the hospital; up until  
6 March 2016, she was simply not there. This fact is further corroborated by the declarations of a  
7 number of people who lived in the building for the past four years submitted separately.  
8

9           22.     July 12, 2012 email conversation between myself and Michel Bechirian  
10 discussing our alarm and concern over the disappearance of Iris Canada with mail piling up at  
11 her door (attached as Exhibit Q).  
12

13           23.     September 23, 2012 email to Iris Merriouns recounting our recent conversation  
14 where she reported that Iris Canada had been "temporarily" moved out and was living with  
15 family while a rodent and pest infestation was cleaned up (attached as Exhibit R).  
16

17           24.     August 17, 2013 a frustrated email to Iris Merriouns asking for a status report  
18 on Iris Canada who had now been gone from the apartment for over a year and is four months  
19 behind in loan payments. I had not heard a word from either Iris since the previous September  
20 (attached as Exhibit S).  
21

22           25.     September 3, 2013 email chain from Iris Merriouns reporting back that  
23 payments had been delayed as she had been sick and out of the country for three months. She  
24 does not respond to my clear request on when or if Iris Canada would return to the unit  
25 (attached as Exhibit T).  
26

27           26.     December 3, 2013 email chain with Chris Beahn (who resides above Unit 670)  
28 and Iris Merriouns concerning the need to gain entry to unit to install a carbon monoxide

1 detector in the unoccupied unit (attached as Exhibit U). She promises to do it on the weekend.  
2 At this point, to the best of my knowledge, Iris Canada has not set foot in the apartment for a  
3 year and a half and she had still offered no response to my request for an update on the status  
4 of Iris Canada.

5 27. March 17, 2014 email chain with Michel Bechirian (long time neighbor) and  
6 Iris Merriouns concerning access to the unit (now unoccupied by Iris Canada for 21 months)  
7 for a site survey on April 20th. Although Iris Merriouns promised to show up, she was a no  
8 show and Michel used the emergency key to gain access to the unoccupied unit (attached as  
9 Exhibit V).

10 28. June 26, 2014 email to Iris Merriouns summarizes my face to face meeting in  
11 Oakland with her and Iris Canada in late May immediately following my inspection of the unit  
12 at 670 Page Street (attached as Exhibit W). During that inspection, I directly observed an  
13 apartment that had been unoccupied for a very long time. All the water in the toilet bowl had  
14 evaporated, the kitchen calendar showed July 2012, and the apartment was in complete  
15 disarray with rodent traps everywhere and the rear door being blocked by piles of putrid urine  
16 soaked carpeting and debris. During our meeting Merriouns asked me not to discuss the state  
17 of the apartment with her aunt because "*it would upset her.*" Merriouns also confirmed Iris  
18 Canada was living with her in Oakland and going to an Oakland Senior Center while she was  
19 at work. She also told me Iris Canada could not be left alone and that was very stressful for  
20 her. In the follow up email, I ask for her Oakland address so I can send her a card. I advise her  
21 that work needs to be done on the unit, that we assume she still wishes to retain her rights, and the  
22 prospective sub-division of the building as condominiums required Iris to sign paperwork that  
23 would have no impact on her life estate rights. She never responded.  
24  
25  
26  
27  
28

1           19.     September 14, 2014 email to Iris Merriouns summarizing three months of  
2 efforts to reach Iris Canada and describing my frustration at her complete unresponsiveness  
3 (attached as Exhibit X). *"As you know, I have been unsuccessful in my attempts to contact*  
4 *your great Aunt Iris Canada thru you since mid June. A full transcript of those efforts are*  
5 *included below. As I explained in numerous emails, texts, and voicemails, I need to speak with*  
6 *Iris about: 1) executing some paperwork; 2) the code work being done at 670 Page; and 3) the*  
7 *status of her Life Estate. Due to the lack of response, I have handed the matter over to our*  
8 *attorney (Andrew Zacks)." Again, there was no written response but she did call me to*  
9 complain about the removal of debris that had been blocking the back egress door in late May  
10 per the instructions of the San Francisco Department of Building Inspection inspector and  
11 reiterated in his final inspection report. It was clear she had not even set foot on the property  
12 since late May despite my face to face report on the state of disarray in the apartment. It had  
13 now been 26 months since the unit was occupied by Iris Canada.

14           20.     September 17, 2014 email to Iris Merriouns following up on phone conversation  
15 (attached as Exhibit Y). She called in response to a communication from attorney Zacks  
16 requesting 1) she contact him concerning the condominium conversion process, confirming 2)  
17 Iris Canada's assistance would have no impact on her rights and informing her 3) that if she did  
18 not choose to respond, we would be forced to invoke our rights under the life estate. I confirm  
19 in my email there would be no need for further involvement of attorneys if she cooperated.

20           21.     September 21, 2014, follow up email to Iris Merriouns in which I notified her  
21 that due to her lack of response, I was referring the matter back to our attorney (attached as  
22 Exhibit Z). I once again requested contact information for Iris Canada. Again no response.  
23  
24  
25  
26  
27  
28

1           22.     October 1, 2014 email from Michel Bechirian on behalf of the TIC group  
2 advising me that if cooperation was not secured soon, the TIC group would compel me to  
3 *"take all necessary action to revoke Iris Canada's Life Estate and remove Iris Canada"* as we  
4 are obligated to do by the Fourth Amendment to our TIC Agreement if Iris Canada violates the  
5 life estate agreement (attached as Exhibit AA). It was now clear she had been in violation of  
6 the life estate for more than two years by her failure to permanently reside as the sole and only  
7 occupant.

9           23.     October 14, 2014 email from Geoff Pierce (common wall neighbor to 670 Page)  
10 reporting Iris Canada in the building for the first time in more than two years. *"Iris is in the*  
11 *building. I REPEAT. Iris is in the building."* In a follow-up email that evening, he recounts his  
12 strange conversation with Iris Merriouns (*"young Iris"*) and wonders why she is *"bringing Iris*  
13 *all the way over (from Oakland) to do a dog and pony show"* (attached as Exhibit BB).

15           24.     November 15, 2014 email from Geoff Pierce with photo of Iris Canada's front  
16 door with a week of unclaimed UPS delivery notices. From October forward, the building  
17 occupants are paying particular attention to when either Iris is seen on the property. He reports  
18 the niece came alone for a short time with another woman (attached as Exhibit CC).

20           25.     December 19, 2014 email from Michel Bechirian reporting both Irises arriving  
21 at the building at 9:30 pm. Alex Apke (another longtime neighbor) reports them both leaving  
22 30 minutes later (attached as Exhibit DD). This the second time Iris Canada has been on the  
23 property for a short time that fall. The unit has now been unoccupied for a full two and half  
24 years.

26           26.     May 8, 2015 email from Geoff Pierce reporting the arrival of both Irises at the  
27 building for 2.5 hours and the arrival of the process server (attached as Exhibit EE). Since  
28

1 December, Iris Merriouns had been playing a cat and mouse game with our attorney Mark  
2 Chernev to cause delay, pile up our legal expenses, and avoid being served legal papers.

3 27. October 7, 2015 email to Mark Chernev forwarding report of both Irises staying  
4 overnight in the unit on the night of October 6<sup>th</sup> in advance of Iris Merriouns October 7<sup>th</sup>  
5 deposition (attached as Exhibit FF). The email chain also reports the retrieval of legal notices  
6 that had been piling up at the door since August 20<sup>th</sup>. To the best of my knowledge, this is the  
7 first time Iris Canada had stayed overnight in the unit in 39 months—over three years—and  
8 only the fourth time she had been on the premises in that period. She has never been there by  
9 herself. She is clearly not permanently residing as the sole and only occupant.

10 28. November 22, 2015 email from Geoff Pierce to Mark Chernev reporting both  
11 Iris Canada and Iris Merriouns in the building that evening with a cleaning crew (attached as  
12 Exhibit GG).

13 29. March 4, 2016 email exchange with Geoff Pierce, Alex Apke, and Mark  
14 Chernev in which Alex reports seeing both Irises carrying bags and suitcases into the building  
15 several times in the last 2-3 weeks. Geoff reports hearing "*more activity in there than I have*  
16 *ever heard in the past 5 years.*" I worry that they are staging the apartment to make it appear  
17 as though Iris Canada is living there just before the trial date (attached as Exhibit HH). Mark  
18 responds that because of the defendant's refusal over 15 months to allow inspection to  
19 evidence that Iris Canada had been living there resulted in discovery sanctions that should  
20 prevent any kind of evidentiary bait and switch in the court room. Previously referenced  
21 Exhibit J provides a full accounting of all the delay tactics and bad faith employed by Iris  
22 Merriouns over a year and a quarter of legal proceedings.  
23  
24  
25  
26  
27  
28

1           30.     March 9 & 10, 2016 emails from Alex Apke and Geoff Pierce reporting an  
2 unknown person is now living in the unit for unknown reasons (attached as Exhibit II & JJ).  
3 They have seen him coming and going and include a photograph of a package addressed to him  
4 being to delivered to the unit. He is reported to have been staying with Iris Canada at the unit  
5 for several days.

6  
7           31.     March 14, 2016 email from Geoff Pierce reporting Comcast Truck installing  
8 cable service at 670 Page Street just days before the trial date (attached as Exhibit KK). All of  
9 this sudden flurry of activity after four year of nothing is clearly part of staging the apartment  
10 for the purposes of trying her case in the court of public opinion rather than a court of law  
11 where perjury is a felony.

12  
13           32.     The trial occurred on March 21-22. The court issued a Judgment in our favor  
14 terminating the Life Estate, foreclosing the Deed of Trust and awarding us full possession of  
15 670 Page Street (attached as Exhibit LL). It additionally granted our Motion for Summary  
16 Judgment (attached) finding that, based on the evidence presented, "*Defendant Iris Canada*  
17 *has failed to permanently reside at the premises as the sole and only occupant*" (attached as  
18 Exhibit NN). The verdict is entirely consistent with record evidenced by the nearly four years  
19 (from 2012 to 2016) of emails and communications described above.

20  
21           33.     From April thru the end of August—five months—we bent over backwards  
22 again and again to restore the life estate and bring the matter to mutually agreeable conclusion.  
23 Our efforts were blocked at every turn by the bad faith actions of Iris Merriouns.

24  
25           34.     In mid-April, in response to the defendant's Motion for Relief of Forfeiture, in  
26 advance of the ruling we offered the defendant full relief in exchange for cooperation on the  
27  
28

1 condominium conversion. In the courtroom, against the advice of both of her attorneys, Iris  
2 Merriouns pressured Iris Canada to refuse.

3 35. On April 27, 2016, the court, determining that the violation was *not* "grossly  
4 negligent, willful or fraudulent" granted to the defendant's Motion for Relief of Forfeiture  
5 (attached) subject to the Defendant compensating our legal fees and complying with the life  
6 estate terms (attached as Exhibit MM). Again we offered to waive the ordered legal fees in  
7 exchange for cooperation on the condominium conversion (attached as Exhibit OO). Again,  
8 against the advice of both of her attorneys, Iris Merriouns pressured Iris Canada to refuse.  
9

10 36. After listening to a radio interview with Iris Merriouns on the Brian Copeland  
11 show, I optimistically concluded that the whole conflict MAY have been rooted in a basic  
12 misunderstanding of the life estate by Iris Merriouns. On May 28, 2016 I took the initiative to  
13 write to Iris Merriouns and request a meeting (attached as Exhibit PP). I travelled to the west  
14 coast to meet with Iris Canada, Iris Merriouns and her father in early June for over two hours to  
15 better understand their concerns. Based on that conversation and a second conversation with  
16 Iris Merriouns two days later from the airport, it was my belief we would be able to reach a  
17 settlement.  
18

19 37. Despite the arrival of a new attorney (now the defendant's 10<sup>th</sup> attorney),  
20 Dennis Zaragoza, I continued to encounter more non-responsiveness to my emails and phone  
21 calls. Finally, on June 30, 2016 I sent a letter directly to Iris Canada outlining settlement terms  
22 that I understood to address every possible issue they had raised with the goal of settling prior  
23 to Iris Canada's 100<sup>th</sup> birthday on July 13<sup>th</sup> (attached as Exhibit QQ). Despite promising  
24 otherwise, Iris Merriouns refused to let me visit with her aunt after travelling across the  
25  
26  
27  
28

1 country to wish her a happy birthday. However, I retained some slim hope that settlement  
2 discussions might still be successful.

3 38. Over the course of many communications between attorney's in the month of  
4 July, we agreed to several other requests including setting aside the judgment and offering Iris  
5 Canada the right of first refusal. However, in late July it became apparent that the defendant  
6 had a new condition—she was going to insist on a forced sale at a deeply discounted price  
7 despite having been told in our face to face meeting in June that was not acceptable us. Mark  
8 Chernev replied as such in his August 4, 2016 letter (attached as Exhibit RR).

9  
10 39. On August 8, 2016 Iris Merriouns violated our good faith agreement to refrain  
11 from any further legal action during settlement discussions by filing a notice of appeal  
12 contesting the legal fees that we had already offered to waive for the past three months. This  
13 was a huge disappointment. On August 9, 2016 I wrote back to her to express my dismay at  
14 her action and my understanding that she was no longer interested in settling (attached as  
15 Exhibit SS)  
16

17 40. On August 10, 2016 the court granted our motion finding non-compliance with  
18 condition of relief and compelling execution of writ of possession "*promptly and without*  
19 *delay*" (attached as Exhibit TT)  
20

21 41. Despite this ruling in our favor, we delayed serving the sheriff until the end of  
22 the month in order to give the defendant every possible chance to drop her demand for a forced  
23 sale of our property. On August 24, 2016, I sent out a "*Final Appeal for Iris Canada*" to Iris  
24 Merriouns and cc'd anyone and everyone I could think of in the Bay Area that might be able to  
25 exercise some influence over this matter including the Bishop of her church, her family,  
26 housing activists, the media, the District Attorney, the Mayor and the Board of Supervisors  
27  
28

1 (attached and previously referenced as Exhibit I on page 5). Despite multiple follow up  
2 communications with Iris Merriouns between attorney Chernev and attorney Zaragoza, she  
3 refused to withdraw her forced sale demand and we proceeded with re-possession of the  
4 unoccupied unit as promised in my letter in early September.

5  
6 42. Despite the benefit of nearly two months of additional time in September and  
7 October due to multiple court granted stays, the defendant has still declined to bring forward a  
8 settlement offer without a forced sale demand.

9  
10 43. On September 18, 2016 I sent a certified letter to Iris Canada at 670 Page Street  
11 in San Francisco telling her that *for more than two years I literally done everything within my*  
12 *power to get you back home* and how badly I felt that the actions of her niece had denied her  
13 the chance to return home and created needless stress in her golden years (attached as Exhibit  
14 UU). The US Postal Service letter reported on October 21, 2016 that the letter had been  
15 returned after 21 days as undeliverable due to no recipient at the address and expiration of  
16 holding period (attached as Exhibit VV)—a final testament to Iris Canada's continued failure  
17 to permanently reside at the sole and only occupant at 670 Page Street.

18  
19 44 Finally, my declaration addresses allegations that 1) the life estate was a ruse to  
20 avoid future disqualification from condominium conversion and 2) that Iris Canada was  
21 unfairly denied the opportunity to purchase her unit outright.

22  
23 45. The allegation that we opted for the life estate to avoid a disqualification on a  
24 future application for condominium conversion is a complete fabrication and would have been  
25 impossible because the legislation restricting condominium conversion of buildings with  
26 certain evictions was still more than three years in the future. In early 2003 all tenants except  
27 Iris Canada moved out due to termination of their tenancy under the Ellis Act. Because our  
28

1 desire was to avoid displacing Iris Canada if at all possible, we voluntarily granted her an  
2 extension and spent a year and a half to drafting, revising and executing the life estate with her  
3 attorney, Stephen Collier of the Tenderloin Housing Clinic.

4 46. In a January 26, 2005 email attorney Collier reports *"I have reviewed the life*  
5 *estate documents and discussed them with my client"* and identifies three remaining concerns:  
6 1) monthly payment amount, 2) loan repayment terms, and 3) property taxes—none are related  
7 to condominium conversion (attached as previously referenced Exhibit C on page 3). In my  
8 January 31, 2005 email to our attorney Denise Leadbetter, I summarize our good faith intent to  
9 protect the welfare of Iris Canada. *"It has always been our interest to make sure this will work*  
10 *for Iris. We realize that she doesn't have any financial reserves or much in the way the way of*  
11 *family to fall back on. We have gone to great lengths to work out a resolution that allows her*  
12 *to stay in her home on very reasonable terms for the rest of her life. And lastly, we are fond of*  
13 *Iris. We care about her well-being. I visit her whenever I am in San Francisco. I check up on*  
14 *her regularly with the help of our TIC partners who live in the building. And we will continue*  
15 *to do that"* (attached as previously referenced Exhibit B on page 2). As previously referenced  
16 on page 9, Iris Merriouns, has publically characterized our efforts on her aunt's behalf as  
17  
18  
19

20 equivalent to "slavery" and "putting a rope around her neck."

21 47. The life estate was initially conceived in late 2003 executed and executed on  
22 June 15, 2005. It was granted nearly a full year before adoption of the so-called "Peskin" law  
23 *"amending the Subdivision Code to add Section 1396.2 to prohibit condominium conversion*  
24 *for a building where specified evictions occurred"* that created the retroactive May 1, 2005  
25 date for eviction notices (no fault) for two or more tenants or one or more senior/disabled  
26 tenants (attached as Exhibit WW). The amendment was introduced on April 4, 2006 and was  
27  
28

1 adopted on May 22, 2006. Furthermore, the parties had agreed to the life estate in concept in  
2 early 2004—well over two years ahead of the legislation. Finally, all four tenants had been  
3 served eviction notices on September 4, 2002 and three had moved out. Because two or more  
4 tenants had been already evicted, whether or not Iris Canada was also evicted would have had  
5 no bearing on any prospective disqualification of the building from conversion per Section  
6 1396.2 of the Subdivision Code. The allegation is fully invented and without merit.  
7

8 48. A second allegation that we unfairly denied the right of Iris Canada to purchase  
9 her unit is also total fabrication, without merit or basis, and offered solely to advance Iris  
10 Merriouns' goal to force a sale of the unit for her personal gain and profit. First, there never  
11 has been a "right to purchase" associated with Ellis Act removals or sale of TIC units. None of  
12 the existing tenants in 2002 had the right to purchase including Iris Canada. Secondly, the five  
13 TIC units were all publically advertised for sale including signs on the building. All the tenants  
14 were free to buy any of the TIC units. But no tenant (including Iris Canada, her family or her  
15 attorney over more than three years of discussions) ever expressed any interest in buying a TIC  
16 unit. Iris Canada's unit never came on the market because instead of evicting her and selling it,  
17 we voluntarily offered a life estate ownership interest, for the sole benefit of Iris Canada, while  
18 retaining our long term ownership of the unit after she passed. She gratefully accepted.  
19  
20

21 49. Thirdly, there was and remains today no imaginable scenario by which Iris  
22 Canada, who attorney Collier reports in his email to have no assets and a monthly income of  
23 \$1,181 / month, could ever buy the unit by herself. And why would she? She already has what  
24 elderly folks on a fixed income need—affordable and secure housing. For well over a decade,  
25 we have subsidized her ability to live in her large 2-bedroom apartment for \$700 / month—a  
26 tiny fraction of the monthly payment required to buy it outright—and more importantly  
27  
28

ZACKS, FREEDMAN & PATTERSON, PC  
235 MONTGOMERY STREET, SUITE 400  
SAN FRANCISCO, CALIFORNIA 94104


1 something she could realistically afford. Iris Canada would need someone else's money to buy  
2 the unit outright. The only possible beneficiary of a 100-year old woman buying the unit  
3 outright would be someone other than Iris Canada.

4 50. Finally, any purchase rights associated with condominium conversion are  
5 restricted to renters. Iris Canada is explicitly not a renter. As the attached Title Report shows,  
6 she owns a recorded Life Estate property interest with a recorded Deed of Trust and  
7 Promissory Note (attached as Exhibit XX). Our May 2014 application submitted without Iris  
8 Canada's signature because the unit was unoccupied was deemed incomplete by San Francisco  
9 DPW because we did not have the signatures of all the titled owners, specifically Iris Canada  
10 (attached as Exhibit YY). As a holder of a titled interest, she is not a renter and has no right to  
11 purchase. And even if she was a renter (she is not), the May 2014 application holds no  
12 obligation to sell to the unit to Iris Canada. The application showed the unit unoccupied. It was  
13 never signed by Iris Canada. The application was never accepted by DPW as complete due to  
14 the missing owner signature and the subsequent refusal of Iris Canada to grant it. DPW has  
15 since changed forms and the old one is defunct.

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

18 DATED: October 28, 2016

19  
20  
21  
22  
23  
24  
25  
26  
27  
28

  
PETER M. OWENS

**FAXED**

# EXHIBIT S

*The Owens Family  
7 Sargent Street  
Hanover, NH 03755*

June 30, 2016

Iris Canada  
670 Page St  
San Francisco, CA 94117

RE: Proposed Terms of Settlement Agreement

Dear Iris,

I hope this letter finds you well. It was so good to see you in early June. Meeting with you and your family gave me great insight into how we could have gotten so miserably far off track. I am glad we are back on track again. I saw us both on ABC 7 news yesterday. We both looked really tired. I heard you say "I'm cold and I want to go back inside." I am writing to you with a proposal to do just that—get you back in your home, safe and warm, where you belong.

This letter follows up on a conversation I had with your grandniece, Iris Merriouns, at SFO on June 9<sup>th</sup> as I was waiting for my flight home. I told her I wanted this to stop. I told her I did not want to see you needlessly troubled anymore. She assured me that you were not intentionally trying to harm the other folks in the building. She told me you just needed more time to better understand any impact that cooperating with the condo conversion would have on your Life Estate (ownership) rights. I told her I fully supported that request.

We agreed that we both had your welfare at heart. We agreed that both sides had suffered enough. We agreed we'd refrain from any further legal actions and instead work together in good faith to bring this matter to a conclusion that allowed you to return to safely and securely to your home and allowed the other folks in the building to get on with their lives.

To that end Carolyn, Stephen and I propose we agree to the following terms of settlement:

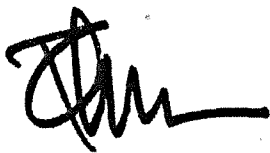
1. Peter, Carolyn and Stephen will forgive the \$169,466.<sup>23</sup> legal fees due to us per condition #1 of Court Order dated April 27, 2016 and the related Order dated June 8, 2016.
2. Peter, Carolyn and Stephen will accept arrears payments made to date as "payment in full" through May 2016 per condition #2 of Court Order dated April 27, 2016.

3. Peter, Carolyn and Stephen will offer to strike condition #5 of Court Order dated April 27, 2016 and replace it with a simple promise from Iris Canada and her family to keep us apprised by email if Iris needs to or expects to be away from her home for an extended period of time.
4. All of the rights and responsibilities contained in the entire Deed of Trust, the Grant of Life Estate, the Promissory Note, and the Order dated April 27, 2016 will remain in affect, except as set forth by terms 1, 2 and 3 above.
5. Iris Canada will make herself available and execute all required condo conversion documents for 668-678 Page Street.
6. Iris Canada will cooperate as required for any and all additional work related to the condo conversion process for 668-678 Page Street, which includes the code compliance work and executing the follow-up declarations which must be completed approximately one year from now.
7. Peter, Carolyn and Stephen will guarantee Iris Canada that she will have no financial obligations related the conversion process.
8. Peter, Carolyn and Stephen and the other building owners will guarantee that Iris Canada is not waiving any rights by signing the documents.
9. Peter, Carolyn and Stephen will work with Iris Canada and her family to make any reasonable accommodation to help Iris Canada age in place so long as it does not jeopardize their ownership rights following the Iris Canada's passing, however Iris Canada remains precluded from permitting any tenancies to be established at 670 Page Street.
10. Peter, Carolyn and Stephen, Iris Canada and the other building owners, will work in good faith to ensure a safe and peaceful environment at 668-678 Page Street for all residents, and especially for our elder Iris Canada.

We feel these terms generously reflect the concerns we have heard from all parties in recent discussions. Please let us know if these terms are acceptable by Friday July 8<sup>th</sup>. That will give the attorney's time to craft the final agreement in time for your 100<sup>th</sup> Birthday on July 13<sup>th</sup>.

Wouldn't that be a grand birthday present!

With warm regards,

A handwritten signature in black ink, appearing to be 'Peter Owens', written in a cursive style.

Peter Owens (for Carolyn Radisch and Stephen Owens)

Accepted and Agreed:

By: \_\_\_\_\_  
Iris Canada Date

# EXHIBIT T

August 9, 2016

RE: Filing of Legal Appeal

Dear Iris Merriouns:

I was deeply disappointed to learn last night that your attorney has filed a notice of appeal regarding Judge Robertson's most recent Order. As you well know, we had a working agreement that as long as we were in good faith settlement discussions, we would both refrain from filing any further court actions. I trusted you when you told me on June 9<sup>th</sup> that you'd work with me to get Iris Canada back in her home. I took you at your word when you told me you wanted to settle but simply needed time to understand the condo paperwork. You have now had over two months.

You have said many times Iris Canada was no longer able to live at 670 Page under the Life Estate terms. We have bent over backwards to understand your concerns and offered very generous terms that would allow Iris Canada to re-occupy 670 Page Street. We put these terms in writing on June 30<sup>th</sup> and again on July 18<sup>th</sup> in a slightly revised letter responding to your added concerns. We have offered:

- Waiving all attorney's fees
- Accepting arrears payments
- Waiving all conditions of judgment
- Waiving all court ordered sanctions and penalties
- Setting aside the judgment
- Rights for a live in caregiver
- Improvements to the unit
- Right of first refusal if unit is ever sold
- Guarantee of no liability or waiving of rights from cooperation
- Guarantee of no financial obligation from cooperation

In short we have offered all conditions necessary for Iris Canada to securely return to the place she considers home for the rest of her life. We have been waiting patiently for your attorney to send the settlement language for us to review. There is virtually nothing else we can offer Iris Canada.

Instead you have filed an appeal that extends the litigation, increases legal costs and is frankly pointless. We have already offered, numerous times over the last four months to waive the fees completely as part of a settlement. You have shown what many suspected all along—this has never been about Iris Canada's welfare, this is about taking advantage of your elderly aunt to advance your own interests.

We presume by your action that you are no longer interested in reaching a settlement to restore Iris Canada's home. Until I hear otherwise, I will assume that settlement discussions have failed.

I am deeply disappointed that now, after we have offered every assurance you have requested, and have done everything we can to see that Iris Canada enjoy the remainder of her years at 670 Page Street, you have instead chose to reject our efforts and instead seek to continue to litigate towards whatever ends we can only imagine.

-Peter Owens  
(for Carolyn Radisch and Stephen Owens)

# EXHIBIT U

The Owens-Radisch Family  
theothersideofthestory@gmail.com

August 24, 2016

Ms. Iris Merriouns, Chief of Staff  
Office of Vice Mayor Larry Reid  
Second Floor, Council District 7  
Oakland City Hall, 1 Frank Ogawa Plaza  
Oakland CA 94612  
ILMerriouns@oaklandnet.com

RE: Final Plea for 100-Year-Old Iris Canada

Dear Iris,

I am deeply disappointed you have terminated months of good faith settlement talks by delivering an ultimatum that demands we sell you our San Francisco apartment. I had honestly believed we shared the goal of restoring your great aunt, Iris Canada, to the place she calls home. This no longer appears to be the case.

Well over a decade ago, after purchasing the Page Street building, and long before you were known to me, we worked with Iris Canada's attorneys to come up with a way for your aunt, then age 86, to live the remainder of her life at Page Street because it was the right thing to do. Since the building could no longer have renters, we voluntarily granted her, free of charge, a record ownership interest (a conditional life estate) for the rest of her life for a fixed payment of \$700 / month—an amount far below our carrying costs. As you know, the life estate is an ownership interest in real property, which gave your aunt the right to live at and use the property during her lifetime, after which the life estate ends and ownership reverts back to our family. That's what the "life" in "life estate" means. The only significant condition was that she actually live there—permanently, as the sole and only occupant. That was to address our main concern that someone unknown to us could take advantage of her and our intent. Never in our wildest dreams did we imagine this concern would materialize. Our intention was always that the life estate benefit Iris Canada and Iris Canada alone. It was not created to benefit you.

As you—not Iris Canada—would be the obvious beneficiary of any forced sale, your ultimatum raises a serious question of intent. Your actions have not only placed a tremendous emotional and financial burden on my family, but also exposed your kind and elderly aunt to needless duress and worry by making her the face of your agenda. We simply cannot understand why you are placing your interests ahead of your aunt's and preventing us from restoring her life estate as swiftly as possible.

Your mistaken belief, and insistence, that your aunt has a fixed-price purchase option is completely without merit or basis. You may continue to insist otherwise, but there exists absolutely no obligation on our part, either by law, honor or promise, to ever sell you or your aunt the property. We granted her a conditional life estate after working with the Tenderloin Housing Clinic to achieve exactly what elders on fixed incomes need—secure and affordable housing. At no time during the lengthy life estate discussions did anyone, you included, ever express any interest in purchasing the property for the obvious reason that your aunt did not want to, nor did she have the financial resources to do so. Forcing a sale now is factually improper, entirely self-serving, and most importantly preventing restoration of the life estate at your aunt's expense.

As we both know, your aunt has not lived at 670 Page Street since 2012. She has been living with you in Oakland. As a result, her life estate has been terminated by law and she no longer has any rights or interest in the property. These factual findings made by the Superior Court are consistent with overwhelming evidence supporting she has not lived there for years. This evidence includes my personal observations, the sworn statements of her former neighbors, her cancelled meal delivery service in 2012, the virtually uninhabitable nature of the property, as well as your own sworn testimony that you have been overseeing her care at your home for almost four years.

Your recent efforts to stage the property, now after the fact, are disingenuous and completely at odds with your actions since December 2014. For the past year and a half, you and your aunt had numerous opportunities to address the merits of her occupancy. Not once during that entire period did you ever present any evidence supporting that your aunt was living at Page Street. Three separate times you failed to allow court ordered inspections of the property as "occupied," and you frustrated all efforts along the way to confirm where your aunt was living. Instead, you employed bad faith tactics such as bankruptcy filings, improper removals to Federal Court on multiple trial dates, and twice attempting to have criminal charges brought against me. Your actions have been in bad faith and done solely to increase costs, cause delay, intimidate, and most importantly, prevent any findings on the merits. The fact that you have been personally sanctioned over \$4,700 by the Superior Court further evidences the nature of your efforts.

Once your aunt's life estate was terminated in March, the Superior Court was willing to restore the life estate on the condition that she honor the violated life estate terms and reimburse our family for what we suffered as a result of your bad faith efforts. Those costs exceed \$160,000 and continue to grow. We never sought attorney's fees from your aunt; it was the Court who ordered these fees to be paid as a condition of her receiving the relief that *she* asked for.

We have never wanted your aunt's money, we have never wanted to revoke her life estate—we have only ever wanted her cooperation. As you are well aware, in 2014 the building became eligible to convert from tenancies-in-common (TIC) to condominium ownership. It is simply a change in the ownership structure of the 6 units. Iris Canada's cooperation was necessary because the life estate made her a temporary record owner, and not simply a tenant or occupant in the traditional sense. Cooperation would have

absolutely no impact on the life estate or your aunt's ability to live at Page Street for the rest of her life. Cooperation would help her neighbors—good people who she relied on and who looked after her for many years.

You have resisted all our efforts seeking cooperation and have seemingly hid not only our request from your aunt, but also the benign nature of the conversion as well. For example, in April when we were about to restore your aunt's life estate while court was in session, you openly advised your aunt to reject the advice of both her attorneys to restore her life estate by signing the conversion papers. Then, in early June, I watched your aunt read, *for the very first time*, my December 2014 letter pleading with her to contact me regarding her cooperation—a letter you willfully hid from her for 18 months.

Over the past four months, we have bent over backwards to restore your aunt's home, by offering to set aside the judgment, restore the life estate, waive all of the attorney's fees, the arrears, and the sanctions ordered, and make provisions for a full time caregiver—in short virtually everything you asked for. Our only request in return is that she cooperates with the conversion. You have refused.

Now, four months later, with no factual or legal basis, you have presented us with a new financial ultimatum: *either we agree sell your 100 year-old aunt the property at a windfall price or she will refuse to cooperate with the conversion*. Why Iris Canada, a 100-year-old woman, who just declared bankruptcy, who is on social security with virtually no assets, who can be fully restored of her life estate with a full time caregiver for \$700/month, would possibly want to purchase a San Francisco two-bedroom condominium, even if she could force a purchase, is beyond rationale. It is now clear you have been using your aunt's cooperation as leverage to advance your own interest in forcing a sale at a bargain price.

We are not agreeing to sell the property to anyone, your aunt included. It has always been our intent to hold 670 Page Street for our family's long-term use; hence the life estate. My family has deep roots in San Francisco. Carolyn's mother grew up here and attended Lowell High, and her immigrant father worked in the Hunter's Point Naval Shipyard during World War II. Both of our children were born in San Francisco. Even so, we have already agreed that if the property is ever sold during your aunt's lifetime, we are more than willing to offer her an opportunity to purchase it first. What we cannot agree to, however, is a forced sale at any price.

We are pleading with you to please put your aunt's interests ahead of your own. You are not entitled to any benefit from our relationship with your aunt simply because you are related to her. Your insistence that we sell the property is not only self-serving, it is at the expense of your aunt. Please put your personal interests aside and permit us to restore the life estate. We intend to hold off on recovery until the end of the month to give you one final opportunity. If you are unwilling to permit us to restore the life estate without forcing a sale, you leave us no choice but to recover possession.

If that is truly your decision, please convey to your aunt our deepest regrets and why your actions have led to this senseless outcome.

Sincerely yours,



Peter Owens (for Carolyn Radisch and Stephen Owens)

Cc

San Francisco Board of Supervisors  
Office of Mayor Ed Lee  
San Francisco District Attorney  
San Francisco Sheriff's Office  
Oakland City Council  
Office of Mayor Libby Schaaf

Iris Canada  
Dr. Harvey S. Merriouns  
Bishop Alfred Johnson, Jones Memorial  
United Baptist Church  
Dr. Amos C. Brown, Pastor Third  
Baptist Church  
San Francisco Tenants Union  
Housing Rights Committee of SF  
Senior & Disability Action  
Poor Magazine

San Francisco Chronicle  
East Bay News  
(former Oakland Tribune)  
East Bay Express  
EBCitizen.com  
NY Times  
Wall Street Journal  
Bay City News  
Hoodline  
48 Hills  
SF Bay View  
SF Weekly  
SFist.com  
Socket Site  
CurbedSF

Bay Area News Group  
Oakland Magazine

Fox 2 KTVU  
ABC 7 KGO  
CBS 5 KPIX  
NBC Bay Area KTVN  
KQED  
KPFA  
KGO Brian Copeland Show

668-678 Page Street TIC Association  
Mark Chernev, Esq.  
Andrew Zacks, Esq.  
Dennis Zaragoza, Esq.  
Andy Sirkin, Esq.

# EXHIBIT V

## Dozens At City Hall Protest Eviction of 100-Year-Old Woman from Her S.F. Apartment

February 10, 2017 10:23 PM

Filed Under: Bay Area Housing, Bay Area Rent, Eviction, Real Estate, San Francisco Evictions



Dozens at City Hall protested the eviction of Iris Canada on Friday. (Bay City News Photo)

SAN FRANCISCO (CBS SF) — San Francisco Sheriff Vicki Hennessy briefly faced off with protesters Friday afternoon inside City Hall, as the group denounced the eviction of a 100-year-old woman from her Western Addition apartment earlier on Friday.

About 50 protesters arrived at City Hall at 3:30 p.m. to hold a rally outside of the Sheriff's Department, in response to Iris Canada being evicted by sheriff's deputies from her apartment at 670 Page Street, which she's lived in for more than 50 years.

Sheriff's deputies arrived around 11:30 a.m. and changed the locks, after a San Francisco Superior Court judge recently ruled that an eviction could take place since Canada had failed to pay court-ordered attorneys fees.

According to Tommi Avicolti Mecca, an organizer with the Housing Rights Committee, Iris was not home at the time of the eviction and her medications and wheelchair remain inside.

Hennessy said that the department considered many options and ultimately decided that changing the locks would be the safest one, as protesters responded with a number of slogans, including "let Iris in" and "recall Hennessy."

The sheriff's department is required by state and city law to execute evictions approved by the court.

According to the sheriff's department spokeswoman Eileen Hirst, sheriff's officials have visited the property more than 20 times in the last two years in order to provide Canada with information about social services and programs available to the centenarian.

### LISTEN LIVE

2017 Accord LX  
\$199 /MO. LEASE 36 MONTHS \$1999 DUE AT SIGNING  
Ends February 20th  
Northern California Honda Dealers  
Shop Now ▶

### FOLLOW US ON

Sign Up for Newsletters

2017 Civic LX  
\$179 /MO. LEASE 36 MONTHS \$1999 DUE AT SIGNING  
Ends February 20th  
Northern California Honda Dealers  
Shop Now ▶

### POPULAR



Bay Area Leaders Push Back Against California Law Prohibiting Speed Cameras



Huge Washout Leaves Gaping Hole In Highway 35



Electronic Artist Nominated For Grammy Gives Back To Oakland

### LIKE THIS



Freight Train Derails On Banks Of Rain-Swollen Cosumnes River



**SAN FRANCISCO (CBS SF) —** San Francisco Sheriff Vicki Hennessy briefly faced off with protesters Friday afternoon inside City Hall, as the group denounced the eviction of a 100-year-old woman from her Western Addition apartment earlier on Friday.

About 50 protesters arrived at City Hall at 3:30 p.m. to hold a rally outside of the Sheriff's Department, in response to Iris Canada being evicted by sheriff's deputies from her apartment at 670 Page Street, which she's lived in for more than 50 years.

Sheriff's deputies arrived around 11:30 a.m. and changed the locks, after a San Francisco Superior Court judge recently ruled that an eviction could take place since Canada had failed to pay court-ordered attorneys fees.

According to Tommi Avicolti Mecca, an organizer with the Housing Rights Committee, Iris was not home at the time of the eviction and her medications and wheelchair remain inside.

Hennessy said that the department considered many options and ultimately decided that changing the locks would be the safest one, as protesters responded with a number of slogans, including "let Iris in" and "recall Hennessy."

The sheriff's department is required by state and city law to execute evictions approved by the court.

According to the sheriff's department spokeswoman Eileen Hirst, sheriff's officials have visited the property more than 20 times in the last two years in order to provide Canada with information about social services and programs available to the centenarian.



According to the sheriff's department spokeswoman Eileen Hirst, sheriff's officials have visited the property more than 20 times in the last two years in order to provide Canada with information about social services and programs available to the centenarian.

"Her age was of great concern to us as we moved forward. In this case, as in all, we proceeded to perform in a respectful and compassionate manner," Hirst said.

Canada has been in a dispute for years with her landlords, who claimed that she hasn't lived in the unit since 2012.

In 2005, Canada was granted a lifetime estate to her apartment while the rest of the units in the building underwent an Ellis Act eviction.

However, Canada's landlords then moved to terminate that lifetime estate in 2014, alleging that Canada had been living with family members in Oakland since 2012 and allowed the unit to fall into disrepair.

In April, the court found in the landlord's favor, ruling that Canada could stay in her apartment only if she accepted strict limits on her occupancy and paid the property owners' attorney's fees, which total more than \$150,000.

In August, Mark Chernev — an attorney for property owners Peter Owens, Stephen Owens and Carolyn Radishe — said that they would drop the demand for legal fees and let Canada stay if she agreed to sign paperwork allowing the building to convert to condos, but she refused to sign the papers and, with help from her niece Iris Merriouns, asked the owners to sell her the unit at a discounted price.



In August, Mark Chernev — an attorney for property owners Peter Owens, Stephen Owens and Carolyn Radishe — said that they would drop the demand for legal fees and let Canada stay if she agreed to sign paperwork allowing the building to convert to condos, but she refused to sign the papers and, with help from her niece Iris Merriouns, asked the owners to sell her the unit at a discounted price.

"Her tenancy has been terminated, and her locks have been changed as of this morning," an attorney for the landlords, Andrew Zacks, said.

Zacks added that the eviction was "done safely" and that Canada is now "safe and sound, living with her niece in Oakland, where she has been since 2012."

Merriouns had argued that the building's landlords should have offered Canada the option to buy the unit at a below market rate.

San Francisco Board of Supervisors President London Breed had shown a great deal of support for Canada's case last year, saying back in April, "as a city we have to do better. Allowing our seniors to get kicked out of their home shouldn't even have to be an option. Where's the love, where's the compassion?"

Friday, Breed addressed the eviction on Twitter, saying that she had tried to help Canada for years, including offering housing options but Canada and Merriouns were not interested in the services Breed had offered.

An attorney for Canada was not immediately available for comment.

© Copyright 2017 by CBS San Francisco and Bay City News Service. All

# EXHIBIT W

[Subdivision Code - Condominium Conversion Impact Fee]

Ordinance amending the Subdivision Code, by adding Section 1396.4, to adopt a condominium conversion impact fee applicable to certain buildings qualifying for participating but not being selected or participating in the 2013 or 2012 condominium conversion lottery only that would be permitted to convert during a sixseven year period, and subject to specified requirements, including lifetime leases for non-purchasing tenants; adding Section 1396.5, to suspend the annual condominium conversion lottery until 2024 and resume said lottery under specified circumstances tied to permanently affordable rental housing production; amending Section 1396, to restrict future condominium lotteries to buildings of no more than four units with a specified number of owner occupied units for three years prior to the lottery and provide an exception for certain five- and six-unit buildings to participate in the lottery; and adopting environmental findings.

NOTE: Additions are single-underline italics Times New Roman;  
deletions are ~~strike-through italics Times New Roman~~.  
Board amendment additions are double-underlined;  
Board amendment deletions are ~~strikethrough normal~~.

Be it ordained by the People of the City and County of San Francisco:

Section 1. Findings. (a) The Planning Department has determined that the actions contemplated in this Ordinance are in compliance with the California Environmental Quality Act (California Public Resources Code sections 21000 et seq.). Said determination is on file with the Clerk of the Board of Supervisors in File No. 120669 and is incorporated herein by reference.

1           (b) This Board finds that the condominium conversion impact fee as set forth in this  
2 legislation is an appropriate charge imposed as a condition of property development, which in  
3 this case is the City's approval of a condominium conversion subdivision, a discretionary  
4 development approval pursuant to the San Francisco Subdivision Code and the California  
5 Subdivision Map Act. Based on data, information, and analysis in a Condominium Conversion  
6 Nexus Analysis report prepared by Keyser Marston Associates, Inc., dated January 2011, and  
7 the findings of Planning Code Section 415.1 concerning the City's inclusionary affordable  
8 housing program, this Board finds and determines that there is ample evidentiary support to  
9 charge the impact fee set forth herein as it relates to a subdivision map approval that allows  
10 the conversion of existing dwelling units into condominiums. Said impact fee charge also is  
11 lower than the fee amount supported in the abovementioned Nexus Analysis report. As a  
12 consequence the Board finds that the amount of this charge is no more than necessary to  
13 cover the reasonable costs of the governmental activity and programs related to condominium  
14 conversion. The Board further finds and determines, that based on this evidence, the manner  
15 in which these fees are this charge is allocated and assessed on a per unit cost for each unit  
16 converted to a condominium bears a reasonable relationship to the subdivision applicants'  
17 burdens on the City that result from the change in use and ownership status from a dwelling  
18 unit within an unsubdivided property to a separate interest in a condominium unit. A copy of  
19 the report on the fee charge identified herein is in Clerk of the Board of Supervisors File No.  
20 120669 and is incorporated herein by reference. The City Controller's Office has  
21 independently confirmed that the fee amounts identified in said report remain valid. This  
22 determination is on file with the Clerk of the Board of Supervisors File No. 120669 and is  
23 incorporated herein by reference.

24           (c)(1) The Board further finds that the present backlog of existing applications for  
25 condominium conversion under the existing 200-unit annual condominium conversion lottery

1 process in Subdivision Code Article 9 (Conversions) extends well over a decade. Indicative of  
2 this backlog, approximately 700 tenancy-in-common (TIC) and other owner-occupied  
3 buildings, containing 2,269 dwelling units, registered for the 2013 lottery condominium  
4 conversion lottery in an effort to be selected for the 200 units that were available. The  
5 proposed expedited approval process for condominium conversions (the “Expedited  
6 Conversion program”) is intended as a one time adjustment to the backlog in applications for  
7 conversions given the specific needs of existing owners of tenancy-in-common units.  
8 Therefore, the eExpedited eConversion program set forth in this legislation’s proposed  
9 Section 1396.4 is intended as the exclusive method for allocating approvals for conversions of  
10 apartments and tenancy-in-common buildings into condominiums for the entire period that is  
11 established in the proposed Section 1396.5.

12 (2) The Expedited Conversion program that this Ordinance creates will bring  
13 significant economic value to owners who utilize it. According to the City Controller’s April 2,  
14 2013 Economic Impact Report, condominium conversion “creates clear financial advantages  
15 for owners of tenancies-in-common (TIC) buildings.” In addition to the estimated 15%  
16 premium gained by converting a TIC to a condominium, as projected in the Keyser Marston  
17 Associates 2011 Nexus Analysis, the Controller’s report notes that because State law does  
18 not otherwise allow rent limitations on condominiums after the subdivider sells them, future  
19 owners of these converted condominiums after the rental limitation period terminates “have  
20 the opportunity for greater rental income than owners of TIC units, the vast majority of which  
21 are subject to rent control.”

22 (3) Due to the present backlog of existing applications, the Office of the Controller  
23 estimates that owners of 1,730 of the units not selected in the 2013 lottery would pay the  
24 impact feecondominium conversion charge and avail themselves of the seven-year  
25 eExpedited eConversion program. The program also permits TICs that did not enter the 2012

1 and 2013 lottery to convert, which could result in more than 1,730 dwelling units taking  
2 advantage of the eExpedited eConversion program. The number of conversions is therefore  
3 anticipated to be well in excess of the 200 unit per year allotment in the existing lottery. The  
4 Ordinance balances the number of units converted under this program in a relatively short  
5 period of time by suspending the lottery until the City's affordable housing production replaces  
6 the number of units converted under the eExpedited eConversion program. The maximum  
7 number of years of suspension of the lottery will be the number of converted units divided by  
8 200. Therefore, under the suspension, there will be no net loss of the number of converted  
9 units over time as compared to the existing lottery. Conversions of apartments to  
10 condominiums also results in the eviction of existing tenants in the converted buildings  
11 because many tenants cannot afford to purchase their units. A large number of conversions  
12 under the eExpedited eConversion program would magnify this impact and result in a large  
13 number of tenants evicted into a very expensive rental housing market. The Office of the  
14 Controller estimates that tenants of these converted properties would likely spend between  
15 \$0.8 and \$1.1 million annually in higher rent alone due to displacement and/or rent decontrol.  
16 Therefore, the Ordinance balances this impact on existing tenants and the effects of tenant  
17 displacement on the City in general by requiring that applicants for the Expedited Conversion  
18 program offer existing tenants a lifetime lease. The abovementioned Controller's report is on  
19 file with the Clerk of the Board of Supervisors in File No. 120669 and is incorporated herein by  
20 reference.

21 (3)(4) In addition, this legislation attempts to integrate this process with the adoption of  
22 additional controls on future conversions. This legislation does not intend to affect in any way  
23 the conversion of 100% owner-occupied two-unit buildings in accordance with the terms of  
24 Subdivision Code Section 1359.

1       (d) As set forth in the Housing Element of the General Plan, in particular Objective 3, it  
2 is the City's policy to preserve the existing supply of rent controlled housing and to increase  
3 the production of new affordable rental units. Policy 3.1 states that is the City's policy to  
4 "[p]reserve rental units, especially rent controlled units, to meet the City's affordable housing  
5 needs." Policy 4.4 states it is the City's policy to "[e]ncourage sufficient and suitable rental  
6 housing opportunities, emphasizing permanently affordable rental units wherever possible."  
7 And, Policy 9.2 provides that it is city policy to "[c]ontinue prioritization of preservation of  
8 existing affordable housing as the most effective means of providing affordable housing."  
9 Therefore, the conversion of rental housing into condominiums, without replacement, results  
10 in the loss of existing rent controlled housing contrary to public policy.

11       (e) In 2012, the voters of the City of San Francisco approved Proposition C that  
12 proposed in part to fund and produce 930,000 affordable rental housing units over thirty years,  
13 establishing an annual baseline production of approximately 300 net new affordable housing  
14 units. The Board determines that this legislation is compatible with the goals of Proposition C  
15 and resumption of the condominium conversion lottery is properly benchmarked in  
16 relationship to new affordable housing production as contemplated in Proposition C. Further,  
17 the Board finds that Proposition C's limitations on new affordable housing fees were intended  
18 to apply to fees on new residential construction projects and not to the condominium  
19 conversion charges set forth in this Ordinance which would be imposed only on existing  
20 residential buildings that obtain a condominium subdivision and involve no net increase in new  
21 housing units.

22       (f) It is the further intent of this legislation to suspend future conversions of rental  
23 housing pending the one for one replacement of units converted through the eExpedited  
24 eConversion program beyond the City's net new annual baseline production and to provide  
25 additional protections to tenants in buildings to be converted as specified above.

1        (g) The Board finds that the rate of TIC creation and demand for condominium  
2 conversions to date has far exceeded the rate of allowable conversions under existing law.  
3 The Board also finds that the unsustainable growth of the TIC form of ownership poses  
4 challenges and adverse consequences for which many consumers are unprepared and that  
5 those challenges are greater for larger building sizes. However, increasing the number of  
6 allowable conversions would impose a burden on the City's capacity to develop sufficient  
7 replacement rental housing units and to assist displaced tenants. Therefore, it is the intent of  
8 this legislation to re-establish the condominium lottery conversion process on a more  
9 sustainable basis following the restart of the lottery and to encourage long-term ownership in  
10 smaller buildings.

11        Section 2. The San Francisco Subdivision Code is hereby amended by adding  
12 Sections 1396.4 and 1396.5, to read as follows:

13        SEC. 1396.4. CONDOMINIUM CONVERSION IMPACT FEE AND EXPEDITED  
14 CONVERSION PROGRAM.

15        (a) Findings. The findings of Planning Code Section 415.1 concerning the City's inclusionary  
16 affordable housing program are incorporated herein by reference and support the basis for charging  
17 the fee set forth herein as it relates to the conversion of dwelling units into condominiums.

18        (b) Any building that: (1) participated in the 2013 or 2012 condominium conversion  
19 lottery, but was not selected for conversion or (2) could have participated in the 2013  
20 condominium conversion lottery, but elected not to do so, may bypass be exempted from the  
21 annual lottery provisions of Section 1396 (the annual lottery conversion limitation) if the building  
22 owners for said building comply with Section 1396.3(g)(1) and pay the condominium conversion  
23 impact fee subject to the all the requirements of this Section 1396.4. In addition Notwithstanding  
24 the foregoing, no property or applicant subject to any of the prohibition on conversions set  
25 forth in Section 1396.2(e), in particular a property with the eviction(s) set forth in Section

1 1396.2(b), is eligible for said bypass the eExpedited eConversion processprogram under this  
2 Section 1396.4. Eligible buildings as set forth in this Section (b) may exercise their option to  
3 participate in this fee program according to the following requirements:

4 ~~(c) Eligible buildings as set forth in Subsection (b) may exercise their option to~~  
5 ~~participate in this fee program according to the following requirements:~~

6 ~~—— (1) The applicant(s) for the subject building shall pay the fee specified in~~  
7 ~~Subsection (e) no later than January 24, 2014 for the entire building.~~

8 ~~—— (2) No later than the last business day before July 25, 2014:~~

9 ~~—— (i) DPW shall determined that the applicant's condominium conversion~~  
10 ~~subdivision application is complete, or~~

11 ~~—— (ii) The application is deemed complete by operation of law.~~

12 ~~—— (3) The applicant shall obtain final and effective tentative approval of the~~  
13 ~~condominium subdivision or parcel map no later than December 31, 2014.~~

14 ~~—— (4) Any map application subject to a required public hearing on the subdivision~~  
15 ~~or a subdivision appeal shall have the time limit set forth in Subsection (c)(3) suspended until~~  
16 ~~March 13, 2015.~~

17 ~~—— (5) The Director of the Department of Public Works is authorized to waive the~~  
18 ~~time limit set forth in Subsection (c)(3) as it applies to a particular building due to extenuating~~  
19 ~~or unique circumstances. Such waiver may be granted only after a public hearing and in no~~  
20 ~~case shall the time limit extend beyond July 24, 2015.~~

21 (1) Any building that participated in but was not selected for the 2012 or 2013  
22 condominium conversion lottery consisting of (a) four units or less in which one unit has been  
23 continuously occupied continuously by one of the applicant owners of record for no less than  
24 five years prior to April 15, 2013, or (b) buildings consisting of five or six units in which 50  
25 percent or more of the units have been continuously occupied continuously by the applicant

1 owners of record for no less than five years as of April 15, 2013, is eligible for conversion  
2 under this Subsection. The applicant(s) for the subject building seeking to convert under this  
3 Subsection shall pay the fee specified in Subsection (e) no later than January 24 April 14,  
4 2014 for the entire building along with additional information as the Department may require  
5 including certification of continued eligibility; however, the deadline for an applicant to pay the  
6 fee may be extended pursuant to (j)(3) of this Section.

7 (2) Any building that participated in but was not selected for the 2012 or 2013  
8 condominium conversion lottery consisting of (a) four units or less in which one unit has been  
9 continuously occupied continuously by one of the applicant owners of record for no less than  
10 three years prior to April 15, 2014, or (b) buildings consisting of five or six units in which 50  
11 percent or more of the units have been continuously occupied continuously by the applicant  
12 owners of record for no less than three years as of April 15, 2014, is eligible for conversion  
13 under this Subsection. The applicant(s) for the subject building may apply for conversion  
14 under this Subsection on or after April 15, 2014 and shall pay the fee specified in Subsection  
15 (e) no later than January 23, 2015 along with additional information as the Department may  
16 require including certification of continued eligibility; however, the deadline for an applicant to  
17 pay the fee may be extended pursuant to (j)(3) of this Section.

18 (3) For Additionally Qualified Buildings consisting of (a) four units or less in which one  
19 unit has been continuously occupied continuously by one of the applicant owners of record for  
20 no less than six years as of April 15, 2015 or (b) buildings consisting of five or six units in  
21 which 50 percent or more of the units have been continuously occupied continuously by the  
22 applicant owners of record for no less than six years as of April 15, 2015, the applicant(s) for  
23 the subject building may apply for conversion under this Subsection on or after April 15, 2015  
24 and shall pay the fee specified in Subsection (e) no later than January 22, 2016 along with  
25

1 additional information as the Department may require including certification of continued  
2 eligibility.

3 (4) For Additionally Qualified Buildings consisting of (a) four units or less in which one  
4 unit has been continuously occupied continuously by one of the applicant owners of record for  
5 no less than six years as of April 15, 2016, or (b) buildings consisting of five or six units in  
6 which 50 percent or more of the units have been continuously occupied continuously by the  
7 applicant owners of record for no less than six years as of April 15, 2016, the applicant(s) for  
8 the subject building may apply for conversion under this Subsection on or after April 15, 2016  
9 and shall pay the fee specified in Subsection (e) no later than January 20, 2017 along with  
10 additional information as the Department may require including certification of continued  
11 eligibility.

12 (5) For Additionally Qualified Buildings consisting of (a) four units or less in which one  
13 unit has been continuously occupied continuously by one of the applicant owners of record for  
14 no less than six years as of April 15, 2017, or (b) buildings consisting of five or six units in  
15 which 50 percent or more of the units have been continuously occupied continuously by the  
16 applicant owners of record for no less than six years as of April 15, 2017, the applicant(s) for  
17 the subject building may apply for conversion under this Subsection on or after April 15, 2017  
18 and shall pay the fee specified in Subsection (e) no later than January 19, 2018 along with  
19 additional information as the Department may require including certification of continued  
20 eligibility.

21 (6) For Additionally Qualified Buildings consisting of (a) four units or less in which one  
22 unit has been continuously occupied continuously by one of the applicant owners of record for  
23 no less than six years prior to April 15, 2018, or (b) buildings consisting of five or six units in  
24 which 50 percent or more of the units have been continuously occupied continuously by the  
25 applicant owners of record for no less than six years as of April 15, 2018, the applicant(s) for

1 the subject building may apply for conversion under this Subsection on or after April 15, 2018  
2 and shall pay the fee specified in Subsection (e) no later than January 25, 2019 along with  
3 additional information as the Department may require including certification of continued  
4 eligibility.

5 (7) For Additionally Qualified Buildings consisting of (a) four units or less in which one  
6 unit has been occupied continuously by one owner of record for no less than six years prior to  
7 April 15, 2019, or (b) buildings consisting of five or six units in which 50 percent or more of the  
8 units have been occupied continuously by owners of record for no less than six years as of  
9 April 15, 2019, the applicant(s) for the subject building may apply for conversion under this  
10 Subsection on or after April 15, 2019 and shall pay the fee specified in Subsection (e) no later  
11 than January 24, 2020 along with additional information as the Department may require  
12 including certification of continued eligibility. An Additionally Qualified Building subject to  
13 Subsection 9(A) shall be eligible to convert pursuant to this Subsection as long as there is  
14 fully executed written agreement in which the owners each have an exclusive right of  
15 occupancy to individual units in the building to the exclusion of the owners of the other units  
16 and 50 percent or more of the units have been occupied continuously by owners of record for  
17 no less than six years as of January 24, 2020.

18 (8) For applications for conversion pursuant to Subsections (3)-(7) only, a unit that is  
19 "occupied continuously" shall be defined as a unit occupied continuously by an owner of  
20 record for the six year period without an interruption of occupancy and so long as the  
21 applicant owner(s) occupied the subject unit as his/her principal place of residence for no less  
22 than one year prior to the time of application. Notwithstanding the occupancy requirements  
23 set forth above, each building may have one unit where there is an interruption in occupancy  
24 for no more than a three month period that is incident to the sale or transfer to a subsequent  
25 owner of record who occupied the same unit. For any unit with an interruption of occupancy,

1 the applicant shall provide evidence to establish to the satisfaction of the Department that the  
2 period did not exceed three months.

3 (9) An "Additionally Qualified Building" within the meaning of this Section is defined as  
4 a building in which the initially eligible applicant owners of record have a fully executed written  
5 agreement as of April 15, 2013 in which the owners each have an exclusive right of  
6 occupancy to individual units in the building to the exclusion of the owners of the other units;  
7 provided, however, that said agreement can be amended to include new applicant owner(s) of  
8 record as long as the new owner(s) satisfy the requirements of Subsection (8) above. In  
9 addition to the requirements listed in this Subsection (8), an Additionally Qualified Building  
10 also includes a five or six unit building that: (A) on April 15, 2013, had 50 percent or more of  
11 the units in escrow for sale as a tenancy-in-common where each buyer shall have an  
12 exclusive right of occupancy to an individual unit in the building to the exclusion of the owners  
13 of other units or (B) is subject to the requirements of Section 1396.2(f) and 50 percent or more  
14 of the units have been occupied continuously by owners of record for no less than ten years  
15 prior to the date of application as set forth in Subsections (3)-(7).

16 (6) (7)-(8)(10) The In addition to all other provisions of this Section, the applicant(s)  
17 must meet the following requirements applicable to Subdivision Code Article 9, Conversions:  
18 Sections 1381, 1382, 1383, 1386, 1387, 1388, 1389, 1390, 1391(a) and (b), 1392, 1393, 1394,  
19 and 1395. In additionAlso, the applicant(s) must certify that to the extent any tenant vacates  
20 his or her unit after March 31, 2013 and before recordation of the final parcel or subdivision  
21 map, such tenant did so voluntarily or if an eviction or eviction notice occurred it was not  
22 pursuant to Administrative Code Sections 37.9(a)(8)-(14). If an eviction has taken placed  
23 under 37.9(a)(11) or 37.9(a)(14) then the applicant(s) shall certify that the original tenant  
24 reoccupied the unit after the temporary eviction.

1       (11) If the Department finds that a violation of this Section occurred prior to recordation  
2 of the final map or final parcel map, the Department shall disapprove the application or subject  
3 map. If the Department finds that a violation of this Section occurred after recordation of the  
4 final map or parcel map, the Department shall take such actions as are available and within its  
5 authority to address the violation.

6       (c) Decisions and Hearing on the Application.

7       (1) The applicant shall obtain a final and effective tentative map or tentative parcel  
8 map approval for the condominium subdivision or parcel map within one (1) year of paying the  
9 fee specified in Subsection (e).

10       (2) No less than twenty (20) days prior to the Department's proposed decision on a  
11 tentative map or tentative parcel map, the Department shall publish the addresses of building  
12 being considered for approval and post such information on its website. During this time, any  
13 interested party may file a written objection to an application and submit information to  
14 DPW/the Department contesting the eligibility of a building. In addition, the Department may  
15 elect to hold a public hearing on said tentative map or tentative parcel map to consider the  
16 information presented by the public, other City department, or an applicant. If the Department  
17 elects to hold such a hearing it shall post notice of such hearing and provide written notice to  
18 the applicant, all tenants of such building, any member of the public who submitted  
19 information to the Department, and any interested party who has requested such notice. In  
20 the event that an objection to the conversion application is filed in accordance with this  
21 Subsection, and based upon all the facts available to the Department, the Department shall  
22 approve, conditionally approve, or disapprove an application and state the reasons in support  
23 of that decision.

1       (3) Any map application subject to a Departmental public hearing on the subdivision or  
2 a subdivision appeal shall have the time limit set forth in this Subsection (c)(1) extended for  
3 another six (6) months.

4       (4) The Director of the Department of Public Works is authorized to waive the time  
5 limits set forth in this Subsection (c)(1) as it applies to a particular building due to extenuating  
6 or unique circumstances. Such waiver may be granted only after a public hearing and in no  
7 case shall the time limit extend beyond two (2) years after submission of the application.

8       (d) Should the subdivision application be denied or be rejected as untimely in accordance with  
9 the dates specified above, or the tentative subdivision map or tentative parcel map disapproved, DPW  
10 the City shall refund the entirety of the applicant's fee specified in Subsection (e).

11       (e) The fee amount is \$20,000.00 per unit for all buildings that participated in the lottery for  
12 the first time in 2013 or seek to convert under Subsection (b)(1)-(6)(7). Said fee shall be  
13 adjusted annually in accordance with the terms of Section 1315(f). Said fee is reduced for each  
14 year the building has participated in the condominium conversion lottery up to and including the 2013  
15 lottery in accordance with the following formula:

16       (1) 2 years of participation, 20% fee reduction per unit;

17       (2) 3 years of participation, 40% fee reduction per unit;

18       (3) 4 years of participation, 60% fee reduction per unit; and

19       (4) 5 or more years of participation, 80% fee reduction per unit.

20       (f) For purposes of Section (e), a building's owner(s) shall get credit only for those years that  
21 it he or she participated in the lottery even though such building could have qualified for and  
22 participated in other condominium conversion lotteries.

23       (g) Life Time Lease for Non-purchasing Tenants.

24       (1) No subdivider or subsequent condominium unit owner shall refuse to renew a lease  
25 or extend a rental agreement to any Any application for conversion under this Section shall

1 include a certification under penalty of perjury by the applicants that all any non-purchasing  
2 tenant(s) in the building have been offered has been given a written offer to enter into a life  
3 time lease in the form and with the provisions published and prescribed by DPW the  
4 Department in consultation with the Rent Board. Such written offer for a life time lease shall  
5 be executed by the owners of the building(s) and recorded prior to at the time of Final Map or  
6 Parcel Map approval. Any extended Any life time leases or rental agreements made pursuant  
7 hereto shall expire only upon the death or demise of the last such life-tenant residing in the unit or  
8 the last surviving member of the life-tenant's household, provided such surviving member is related to  
9 the life- tenant by blood, marriage, or domestic partnership, and is either disabled, catastrophically  
10 ill, or aged 62 or older at the time of death or demise of any such life-tenant, or at such time as the life-  
11 tenant(s) in the unit voluntarily vacates the unit after giving due notice of such intent to vacate.

12 (2) (A) Each lease shall contain a provision allowing the tenant to terminate the lease and  
13 vacate the unit upon 30 days' notice. Rent and a provision that rent charged during the term of any  
14 extended the lease or rental agreement pursuant to the provisions of this Section shall not  
15 exceed the rent charged at the time of filing of the application for conversion, plus any increases  
16 proportionate to the increases in the residential rent component of the "Bay Area Cost of Living Index,  
17 U.S. Dept. of Labor," provided that the rental increase provisions of this Section shall be operative only  
18 in the absence of other applicable rent increase or arbitration laws. This Section

19 (B) The lease also shall state that it shall not alter or abridge the rights or  
20 obligations of the parties in performance of their covenants, including but not limited to the provision  
21 of services, payment of rent or the obligations imposed by Sections 1941, 1941.1, and 1941.2, 1941.3,  
22 and 1941.4 of the California Civil Code. There and that there shall be no decrease in dwelling unit  
23 maintenance or other services historically provided to such units and such life-tenants. A binding and  
24 recorded agreement The provision of a lifetime lease pursuant to this Subsection shall be a  
25 condition imposed on each tentative parcel or tentative subdivision map subject to this

1 ~~Subsection 1396.4(g). Binding and recorded agreements between the tenant(s) and the~~  
2 ~~property owner(s) and between the City and the property owner(s) concerning this~~  
3 ~~requirement shall be a tentative map condition imposed on each parcel or subdivision map~~  
4 ~~subject to this Subsection 1396.4(g).~~

5 (C) The lease shall also include the following language:

6 Tenant agrees that this Lease shall be subject and subordinate at all times to (i) all  
7 ground leases or underlying leases that may now exist or hereafter be executed affecting the  
8 Real Property or any portion thereof; (ii) the lien of any mortgage, deed of trust, assignment of  
9 rents and leases or other security instrument (and any advances thereunder) that may now  
10 exist or hereafter be executed in any amount for which the Real Property or any portion  
11 thereof, any ground leases or underlying leases or Landlord's interest or estate therein, is  
12 specified as security; and (iii) all modifications, renewals, supplements, consolidations and  
13 replacements thereof, provided in all cases the mortgagees or beneficiaries named in  
14 mortgages or deeds of trust hereafter executed or the assignee of any assignment of rents  
15 and leases hereafter executed to recognize the interest and not disturb the possession, use  
16 and enjoyment of Tenant under this Lease, and, in the event of foreclosure or default, the  
17 lease will continue in full force and effect by operation of San Francisco Administrative Code  
18 Chapter 37, Section 37.9D, and the conditions imposed on each parcel or subdivision map  
19 pursuant to Section 1396.4(g), as long as Tenant is not in default under the terms and  
20 conditions of this Lease. Tenant agrees to execute and deliver, upon demand by Landlord and  
21 in the form requested by Landlord, any additional reasonable documents evidencing the  
22 priority or subordination of this Lease with respect to any such ground leases, underlying  
23 leases, mortgages, deeds of trust, assignment of rents and leases or other security  
24 instruments. Subject to the foregoing, Tenant agrees that Tenant shall be bound by, and  
25

1 required to comply with, the provisions of any assignment of rents and leases with respect to  
2 the Building.

3 (3) The Department shall impose the following tentative map conditions on each parcel  
4 and subdivision map subject to this Subsection 1396.4(g) and require that the conditions be  
5 satisfied prior to Final Subdivision Map or Parcel Map approval: (A) the property owner(s) of  
6 the building provide a written offer for a life time lease pursuant to this Subsection to the  
7 tenant(s) in the building and record such offer against the building's title, (B) at the time the  
8 tenant(s) accepts the life time lease offer, and even if such acceptance occurs after map  
9 approval, a binding agreement between the tenant(s) and the property owner(s) shall be  
10 executed and recorded against the property's title, and (C) a binding agreement between the  
11 City and the property owner(s) concerning the requirements of this Subsection be recorded  
12 against the property's title. For purposes of this Subsection, the Board of Supervisors  
13 delegates authority to the DPW Director, in consultation with the Mayor's Office of Housing, to  
14 enter in said agreement on behalf of the City and County of San Francisco.

15 (2)(4) If the owner(s) of a building subject to the life time lease provisions of this  
16 Section 1396.4(g) enters into any contract or option to sell or transfer any unit that would be  
17 subject to the lifetime lease requirements or any interest in any unit in the building that would  
18 be subject to the lifetime lease requirements at any time between the initial application and  
19 recording of the final subdivision map or parcel map, said contract or option shall be subject to  
20 the following conditions: (a) the contract or option shall include written notice that the unit shall  
21 be subject to the life time lease requirements of Subdivision Code Section 1396.4(g), (b) prior  
22 to final execution of any such contract or option, the owner(s) shall record a notice of  
23 restrictions against the property that specifically identifies the unit potentially subject to the life  
24 time lease requirements and specifies the requirements of the life time lease as set forth in  
25 Section 1396.4(g)(1), and (c) the recorded notice of restrictions shall be included as a note on

1 the final subdivision map or parcel map. Prior to approval of a final subdivision map or parcel  
2 map, the applicant(s) shall certify under penalty of perjury to the Department that he, she, or  
3 they have complied with the terms of this Subsection as it applies to a building. Failure to  
4 provide this certification from every current owner of a building shall result in disapproval of  
5 the map. The content of the notices and certifications required by this Subsection shall  
6 comply with the instructions and procedures developed by the Department.

7 *(h) In recognition of the rental requirements of Section (g), the fee for each unit in which a*  
8 *non-purchasing tenant resides at the time specified in Section (g) who is offered a life time lease*  
9 *and is unrelated by blood, marriage, or domestic partnership to any owner of the building shall*  
10 *be refunded to the subdivider under the following formula:*

11 *(1) One unit, 10% fee reduction for such unit;*

12 *(2) Two units, 20% fee reduction for each unit;*

13 *(3) Three units, 30% fee reduction for each unit.*

14 *(i) Upon confirmation of compliance with the rental requirement, DPW or the City*  
15 *department in possession of the fee revenue shall refund the amount specified in Section (h) to the*  
16 *subdivider and have all remaining fee revenues transferred, in the following percentage allocations:*  
17 *25% to the Citywide Affordable Housing Fund Mayor's Office Home Ownership Assistance*  
18 *Loan Fund City's Housing Stabilization Mayor's Office of Housing's program for small site*  
19 *acquisition to purchase market rate housing and convert it to affordable housing and 75% to*  
20 *the Citywide Affordable Housing Fund for the purpose of creating or preserving expanding*  
21 *affordable housing opportunities for affordable to low or moderate income households in San*  
22 *Francisco, including, but not limited to, expanding public housing opportunities.*

23 *(j) Waiver or reduction of fee based on absence of reasonable relationship or deferred*  
24 *payment based upon limited means.*

1           (1) A project applicant of any project subject to the requirements in this Section may appeal to  
2 the Board of Supervisors for a reduction, adjustment, or waiver of the requirements based upon the  
3 absence of any reasonable relationship or nexus between the impact of development and the amount of  
4 the fee charged or for the reasons set forth in Subsection (2) below, a project applicant may request a  
5 waiver from the Board of Supervisors.

6           (2) Any appeal of ~~waiver~~ requests under this clause shall be made in writing and filed with the  
7 Clerk of the Board no later than 15 days after the date the sponsor is required to pay and has paid to  
8 the Treasurer the fee as required in this Section. The appeal shall set forth in detail the factual and  
9 legal basis for the claim of waiver, reduction, or adjustment. The Board of Supervisors shall consider  
10 the appeal at the hearing within 60 days after the filing of the appeal. The appellant shall bear the  
11 burden of presenting substantial evidence to support the appeal, including comparable technical  
12 information to support appellant's position. If a reduction, adjustment, or waiver is granted, any  
13 change of use or scope of the project shall invalidate the waiver, adjustment or reduction of the fee. If  
14 the Board grants a reduction, adjustment or waiver, the Clerk of the Board shall promptly transmit the  
15 nature and extent of the reduction, adjustment or waiver to the Treasurer and Department of Public  
16 Works.

17           (3) A project applicant may apply to the Department of Public Works for a deferral of  
18 payment of the fee described in Subsection (e) for the period that the Department completes  
19 its review and until the application for expedited conversion is approved, provided that the  
20 applicant satisfies each of the following requirements: (i) the applicant resided in his or her  
21 unit in the subject property as his or her principle place of residence for not less than three  
22 years and (ii) that for the twelve months prior to the application, the applicant resided in his or  
23 her unit in the subject property as his or her principle place of residence and the applicant's  
24 household income was less than 120% of median income of the City and County of San  
25 Francisco as determined by the Mayor's office of Housing.

1       ~~(k) Any building that participates in the fee program set forth herein shall automatically~~  
2 ~~be ineligible to participate in the 2014 condominium conversion lottery. DPW The City shall~~  
3 ~~refund to the applicant any fees paid to participate in the 2014 lottery and shall remove any~~  
4 ~~lottery tickets associated with the subject building from the lottery drawing.~~

5       ~~(l) Buildings that convert pursuant to this Section shall have no effect on the terms and~~  
6 ~~conditions of Section 1341A, 1385A, or 1396 of this Code.~~

7       **SEC. 1396.5. SUSPENSION OF THE LOTTERY PENDING PRODUCTION OF**  
8 **REPLACEMENT UNITS FOR EXPEDITED CONVERSION UNITS.**

9       (a) Within twelve months after issuing tentative or tentative parcel map approval for the  
10 last conversion under Section 1396.4 or December 29, 2023, whichever is earlier, the  
11 Department shall publish a report stating the total number of units converted under the  
12 Expedited Conversion program and every twelve months thereafter until the Expedited  
13 Conversion program is completed.

14       (b) No later than April 15 of each year until the termination of the suspension period,  
15 the Mayor's Office of Housing shall publish a report stating the total number of permanently  
16 affordable rental housing produced in San Francisco and the "Conversion Replacement Units"  
17 produced in the previous calendar year and a cumulative total of such housing produced in  
18 preceding years during the tracking period. For purposes of this Subsection, the Mayor's  
19 Office of Housing shall have the authority to determine what type and form of housing  
20 constitutes permanently affordable rental housing that has been produced.

21       (c) The Department shall not accept an application for the conversion of residential  
22 units under Section 1396 nor conduct a lottery under this Article prior to January 1, 2024.  
23 Thereafter, the lottery shall resume upon the earlier of the following: (1) until the first February  
24 following the Mayor's Office of Housing report pursuant to Subsection (b) showing that the  
25 total number of Conversion Replacement Units produced in the City of San Francisco

1 exceeds the total number of units converted as identified in the Department's report  
2 prepared pursuant to Subsection (a); under Section 1396.4(b)(1)-(6) and in no event shall it  
3 conduct a lottery prior to January 1, 2024; provided however, that the total period of  
4 suspension of the lottery shall not exceed (2) completion of the "Maximum Suspension  
5 Period" as defined below.

6 (d) "Conversion Replacement Units" in any year shall be determined by subtracting  
7 300 from the total number of permanently affordable rental units that the City produced in that  
8 year starting on January 1, 2014.

9 (e) The "Maximum Suspension Period" shall be the number of years calculated by  
10 dividing the total number of units approved for conversion under Section 1396.4(b)(1)-(6)(7)  
11 (the Expedited Conversion program) divided by 200 and rounded to the nearest whole  
12 number with the year 2014 as the starting point. For example, if 2400 units have been  
13 converted under Section 1396.4(b)(1)-(6)(7), then the maximum suspension period would be  
14 12 years and run until 2026 expire on December 31, 2025.

15 Section 3. The San Francisco Subdivision Code is hereby amended by amending  
16 Section 1396, to read as follows:

17 **SEC. 1396. ANNUAL CONVERSION LIMITATION.**

18 (a) This Section governing annual limitation shall apply only to conversation of  
19 residential units. This Section also is subject to the limitations established by Section  
20 1396.5's suspension of the lottery.

21 (b) Applications for conversion of residential units, whether vacant or occupied, shall  
22 not be accepted by the Department of Public Works, except that a maximum of 200 units as  
23 selected yearly by lottery by the Department of Public Works from all eligible applicants, may  
24 be approved for conversion per year for the following categories of buildings:

1       (a) (1) Buildings consisting of four units or less in which one at least three of the units  
2 has have been occupied continuously by one of the applicant owners of record as their  
3 principle place of residence for three years prior to the date of registration for the lottery as  
4 selected by the Director;

5       (2) Buildings consisting of three units in which at least two of the units have been  
6 occupied continuously by the applicant owners of record as their principle place of residence  
7 for three years prior to the date of registration for the lottery as selected by the Director;

8       (3) Buildings consisting of two units in which at least one unit has been occupied  
9 continuously by the applicant owner of record as his or her principle place of residence for  
10 three years prior to the date of registration for the lottery as selected by the Director; or

11       ~~(b) Buildings consisting of six units or less in which 50 percent or more of the units~~  
12 ~~have been occupied continuously by the applicant owners of record for three years prior to the~~  
13 ~~date of registration for the lottery as selected by the Director; or~~

14       ~~(c) (4) Buildings consisting of five or six units that were subject to the requirements of~~  
15 ~~Section 1396.2(f) on or before April 15, 2013 where (A) no further evictions as set forth in~~  
16 ~~Section 1396.2 have occurred in the building after April 15, 2013, (B) the building and all~~  
17 ~~applicants first satisfied all the requirements for conversion under Section 1396.2(f) after~~  
18 ~~January 24, 2020 and before resumption of the lottery under in accordance with the terms of~~  
19 ~~Section 1396.5; and (C) 50 percent or more of the units have been occupied continuously by~~  
20 ~~owners of record as their principle place of residence for ten years prior to the date of~~  
21 ~~registration for the lottery as selected by the Director. Applicants for such buildings must~~  
22 ~~apply for the lottery within five years of the resumption of the lottery under Section 1396.5(c)~~  
23 ~~and remain eligible until selected;~~

24       (5) If the Expedited Conversion program under Section 1396.4 has been suspended  
25 until 2024 as a result of a successful lawsuit against the City and County of San Francisco

1 challenging Section 1396.4(g) or 1396.5: (A) buildings consisting of five or six units that  
2 participated in but were not selected for the 2012 or 2013 condominium conversion lottery in  
3 which 50 percent or more of the units have been occupied continuously by the applicant  
4 owners of record for no less than six years prior to the date of registration for the lottery as  
5 selected by the Director or (B) buildings consisting of five or six units in which: (i) 50 percent  
6 or more of the units have been occupied continuously by the applicant owners of record for no  
7 less than six years prior to the date of registration for the lottery as selected by the Director  
8 and (ii) the eligible applicant owners of record have a fully executed written agreement as of  
9 April 15, 2013 in which the owners each have an exclusive right of occupancy to individual  
10 units in the building to the exclusion of the owners of the other units. Applicants for buildings  
11 identified in this Subsection must first apply for the lottery within five years of the resumption  
12 of the lottery under Section 1396.5(c) and remain eligible until selected; or

13 (5)(6) Community apartments as defined in Section 1308 of this Code, which, on or  
14 before December 31, 1982, met the criteria for community apartments in Section 1308 of this  
15 Code and which were approved as a subdivision by the Department of Public Works on or  
16 before December 31, 1982, and where 75 percent of the units have been occupied  
17 continuously by the applicant owners of record for three years prior to the date of registration  
18 for the lottery as selected by the Director.

19 (c) The conversion of a stock cooperative as defined in Section 1308 of this Code to  
20 condominiums shall be exempt from the annual limitation imposed on the number of  
21 conversions in this Section and from the requirement to be selected by lottery where 75  
22 percent of the units have been occupied for the lottery as selected by the Director.

23 (d) No application for conversion of a residential building submitted by a registrant  
24 shall be approved by the Department of Public Works to fill the unused portion of the 200-unit  
25 annual limitation for the previous year.

1       ~~(e)(f)~~ (1) Any applicant application for a condominium conversion submitted after being  
2 selected in the lottery must meet the following requirements applicable to Subdivision Code  
3 Article 9, Conversions; Sections 1381, 1382, 1383, 1386, 1387, 1388, 1389, 1390, 1391(a)  
4 and (b), 1392, 1393, 1394, and 1395.

5       (2) Any building subject to Section 1396.2 shall have all applicant(s) satisfy all the  
6 requirements for conversion under Section 1396.2(f) in order be eligible to convert pursuant to  
7 this Section 1396; provided, however, that any building subject to the prohibition on  
8 conversion under Section 1396.2, in particular a property with the eviction(s) set forth in  
9 Section 1396.2(b), is ineligible for conversion.

10       (3)(A) In addition, the applicant(s) must shall certify that to the extent any tenant  
11 vacated his or her unit after March 31, 2013 within the seven years prior to the date of  
12 selection in registration for the lottery as selected by the Director and before recordation of the  
13 final parcel or subdivision map, such tenant did so voluntarily or if an eviction or eviction  
14 notice occurred it was not pursuant to Administrative Code Sections 37.9(a)(8)-(14) unless  
15 such eviction or eviction notice complied with the requirements of Subsections (B)-(D) below.

16       (B) If an eviction has taken placed the evicting owner(s) recovered possession  
17 of the unit under Administrative Code Sections 37.9(a)(11) or 37.9(a)(14), then the  
18 applicant(s) shall certify that the original tenant reoccupied or was given an opportunity to  
19 reoccupy the unit after the temporary eviction.

20       (C) If the evicting owner(s) recovered possession of the unit under  
21 Administrative Code Section 37.9(a)(10), then the applicant(s) shall certify that the  
22 Department of Building Inspection required the unit be demolished or permanently removed  
23 from housing use pursuant to a Notice of Violation or Emergency Order or similar notice,  
24 order, or act; all the necessary permits for demolition or removal were obtained; that the  
25 evicting owner(s) complied in full with Administrative Code Section 37.9(a)(10) and (c); and

1 that an additional unit or replacement unit was not constructed in the building after the  
2 demolition or removal of the unit previously occupied by the evicted tenant.

3 (D) If the evicting owner(s) recovered possession of a unit under Administrative  
4 Code Section 37.9(a)(8), then the applicants shall certify that: (i) only one unit in the building  
5 was the subject of such eviction during the seven year period, (ii) any surviving owner or  
6 relative named as the intended resident of the unit in the Section 37.9(a)(8) eviction notice  
7 also is presently an owner applying for the conversion of the same unit, and (iii) the subject  
8 applicant owner has occupied the unit continuously as his or her principle residence for three  
9 years prior to the date of registration for the lottery as selected by the Director.

10 (f) The Department shall review all available records, including eviction notices and  
11 records maintained by the Rent Board for compliance with Subsection (e). If the Department  
12 finds that a violation of Subsection (e) occurred prior to recordation of the final map or final  
13 parcel map, the Department shall disapprove the application or subject map. If the  
14 Department finds that a violation of Subsection (e) occurred after recordation of the final map  
15 or parcel map, the Department shall take such actions as are available and within its authority  
16 to address the violation.

17 Section 4. Uncodified. Notwithstanding the condominium conversion lottery selection  
18 provisions of Subdivision Code Section 1396 and 1396.3 or the other terms of this legislation,  
19 the most senior class of buildings participating but not being selected in the 2013  
20 condominium lottery may apply for a condominium conversion subdivision on or after January  
21 1, 2014 but before December 31, 2014 subject to the following: (1) the buildings and  
22 applicants shall satisfy all of the eligibility requirements necessary to participate in the lottery  
23 as set forth in Sections 1396 and 1396.3 in effect immediately prior to the effective date of this  
24 legislation and (2) the applicants shall satisfy all other applicable terms of Subdivision Code  
25 Article 9 (Conversions). Any buildings that apply under the process set forth in this uncodified

1 Section are explicitly exempt from the requirements of Sections 1396.4, 1396.5, and 1396 as  
2 set forth in this legislation. Any building eligible to convert to condominiums: (a) under this  
3 Section 4, (b) after being selected for conversion in the 2013 condominium conversion lottery,  
4 or (c) that satisfies the requirements of Section 1359, is excluded from any of the terms of  
5 Section 7 below, specifically any limitation or prohibition of any kind concerning application  
6 submission, review, and approval for a parcel or subdivision map.

7 Section 5. Effective Date. This ordinance shall become effective 30 days from the  
8 date of passage.

9 Section 456. This section is uncoded. In enacting this Ordinance, the Board intends  
10 to amend only those words, phrases, paragraphs, subsections, sections, articles, numbers,  
11 punctuation, charts, diagrams, or any other constituent part of the Subdivision Code that are  
12 explicitly shown in this legislation as additions, deletions, Board amendment additions, and  
13 Board amendment deletions in accordance with the "Note" that appears under the official title  
14 of the legislation.

15 Section 67. ~~Suspension of this Ordinance~~Effect of Litigation. (a) In the event that there  
16 is a lawsuit against the City and County of San Francisco filed in any court challenging any  
17 part of this legislation or the validity of any lifetime lease entered into pursuant to this  
18 legislation Subsection 1396.4(g) or Section 1396.5 or any obligation on the part of any  
19 property owner under Section 1396.4(g), then upon the service of such lawsuit upon the City  
20 and County of San Francisco, the Expedited Conversion program described in Section 1396.4  
21 will be suspended as set forth below unless and until either (1) there is a final judgment in the  
22 lawsuit in all courts and the validity of this legislation in its entirety the challenged provision(s)  
23 specified above is upheld or (2) the suspension of the lottery through January 1, 2024 as  
24 mandated by Section 1396.5 is completed.  
25

1        (b) Legal Challenge to Section 1396.5 During any such suspension of the Expedited  
2 Conversion program pursuant to this Subsection based on a legal challenge to Section  
3 1396.5, any the Department, upon service of the lawsuit, shall not accept or approve any  
4 application for conversion under the program. After 180 days following service of the lawsuit,  
5 the Department shall not issue any tentative parcel map or tentative map approval for  
6 conversion and shall deny any application that has not obtained such approval. If an owner(s)  
7 obtained a final and effective tentative parcel map or tentative map approval on or prior to the  
8 180th day following service of the lawsuit, then that applicant may proceed to final parcel map  
9 or final subdivision map approval and recordation of the subdivision map. At any time during  
10 a suspension of the Expedited Conversion program, any applicant may seek a refund of the  
11 condominium conversion application and condominium conversion impact fees and the  
12 provisions of Section 1396 in effect on April 15, 2015 shall be operative. Upon a request for  
13 an application fee refund, the reviewing City Departments shall deduct incurred costs based  
14 on time and materials expended and shall refund any remaining portion of the application  
15 fee(s).

16        (c) Legal Challenge to Section 1396.4(g)'s Property Owner Obligations. During a  
17 suspension of the Expedited Conversion program pursuant to this Subsection based on a  
18 legal challenge to any obligation on the part of any property owner under Section 1396.4(g),  
19 the Department, upon service of the lawsuit, shall not accept or approve any application for  
20 conversion under the program for a building with a unit occupied by a non-owning tenant(s). If  
21 an owner(s) obtained a final and effective tentative parcel map or tentative map approval on  
22 or prior to the service of the lawsuit, then that applicant may proceed to final parcel map or  
23 final subdivision map approval and recordation of the subdivision map. Notwithstanding the  
24 effects of a suspension of the Expedited Conversion program pursuant to this Subsection  
25 described above and the terms of Subsection (e), the Department shall continue to accept,

1 tentatively approve, and finally approve any application for a conversion pursuant to the  
2 requirements of the Expedited Conversion program for any building that has no units occupied  
3 by a non-owning tenant(s). At any time during a suspension of the Expedited Conversion  
4 program, any applicant may seek a refund of the condominium conversion application and  
5 condominium conversion impact fees and the provisions of Section 1396 in effect on April 15,  
6 2015 shall be operative. Upon a request for an application fee refund, the reviewing City  
7 Departments shall deduct incurred costs based on time and materials expended and shall  
8 refund any remaining portion of the application fee(s).

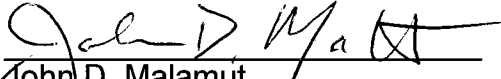
9 (d) Legal Challenge to both Section 1396.5 and Section 1396.4(g)'s Property Owner  
10 Obligations. During a suspension of the Expedited Conversion program pursuant to this  
11 Subsection based on a legal challenge as identified in both Subsection (b) and (c), the  
12 Department, upon service of the lawsuit, shall not accept or approve any application for  
13 conversion under the program. If an owner(s) obtained a final and effective tentative parcel  
14 map or tentative map approval on or prior to service of the lawsuit, then that applicant may  
15 proceed to final parcel map or final subdivision map approval and recordation of the  
16 subdivision map. At any time during a suspension of the Expedited Conversion program, any  
17 applicant may seek a refund of the condominium conversion application and condominium  
18 conversion fees. Upon a request for an application fee refund, the reviewing City  
19 Departments shall deduct incurred costs based on time and materials expended and shall  
20 refund any remaining portion of the application fee(s).

21 (e) Upon the completion of the suspension of the Expedited Conversion period the  
22 suspended Expedited Conversion program described in Section 1396.4 shall resume as if no  
23 suspension had occurred. Applicants with suspended applications may resubmit their  
24 applications along with all required fees and shall be considered in the same position as they  
25 had at the time of the suspension. The Department shall treat the time periods described in

1 Section 1396.4(b)(1)-(7) as having been tolled during the time of suspension of the Expedited  
2 Conversion program.

3 (f) Effect of Successful Lawsuit against the City, Board of Supervisors hearing. If there  
4 is a final judgment in the lawsuit in all courts and the challenged provision(s) specified in this  
5 Section are deemed invalid in whole or in part, the Expedited Conversion program set forth in  
6 Section 1396.4 shall terminate except for those particular buildings authorized to convert  
7 pursuant to Subsection (b), (c), or (d) and the condominium conversion lottery shall be  
8 suspended in its entirety until its resumption after January 1, 2024. Upon a court's final  
9 judgment in the lawsuit in all courts that the challenged provision(s) specified in this Section  
10 are deemed invalid in whole or in part, the City Attorney shall promptly notify the Clerk of the  
11 Board of Supervisors of such judgment. Upon receipt of this notice, the Clerk shall schedule a  
12 public hearing(s) before the full Board or an appropriate committee of the Board, based on  
13 consultation with the President of the Board of Supervisors. The purpose of such hearing(s)  
14 shall be to provide a forum for public dialogue and shall address, but not be limited to,  
15 consideration of revisions to the condominium conversion process consistent with the court's  
16 findings, exploration of alternative condominium conversion policies that seek to balance the  
17 often competing interests of the City, property owners, prospective owners, and tenants;  
18 discussion of the benefits and burdens as well as the distributive impacts of a citywide  
19 condominium conversion process and affordable housing production and opportunities; and  
20 concepts that support and balance the goal of homeownership with protection of rental  
21 properties and their tenants.

1 APPROVED AS TO FORM:  
2 DENNIS J. HERRERA, City Attorney

3 By:   
4 John D. Malamut  
5 Deputy City Attorney  
6 n:\legal\alas2013\1200120\00853641.doc



**City and County of San Francisco**  
**Tails**  
**Ordinance**

City Hall  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4689

**File Number:** 120669

**Date Passed:** June 18, 2013

Ordinance amending the Subdivision Code, by adding Section 1396.4, to adopt a condominium conversion fee applicable to certain buildings that would be permitted to convert during a seven year period, and subject to specified requirements, including lifetime leases for non-purchasing tenants; adding Section 1396.5, to suspend the annual condominium conversion lottery until 2024 and resume said lottery under specified circumstances tied to permanently affordable rental housing production; amending Section 1396, to restrict future condominium lotteries to buildings of no more than four units with a specified number of owner occupied units for three years prior to the lottery and provide an exception for certain five- and six-unit buildings to participate in the lottery; and adopting environmental findings.

January 28, 2013 Land Use and Economic Development Committee - AMENDED, AN AMENDMENT OF THE WHOLE BEARING NEW TITLE

January 28, 2013 Land Use and Economic Development Committee - CONTINUED AS AMENDED

February 25, 2013 Land Use and Economic Development Committee - CONTINUED

March 11, 2013 Land Use and Economic Development Committee - CONTINUED

March 25, 2013 Land Use and Economic Development Committee - CONTINUED

April 15, 2013 Land Use and Economic Development Committee - AMENDED, AN AMENDMENT OF THE WHOLE BEARING NEW TITLE

April 15, 2013 Land Use and Economic Development Committee - CONTINUED AS AMENDED

April 22, 2013 Land Use and Economic Development Committee - RECOMMENDED

May 07, 2013 Board of Supervisors - RE-REFERRED

Ayes: 11 - Avalos, Breed, Campos, Chiu, Cohen, Farrell, Kim, Mar, Tang, Wiener and Yee

May 13, 2013 Land Use and Economic Development Committee - CONTINUED

May 20, 2013 Land Use and Economic Development Committee - AMENDED, AN AMENDMENT OF THE WHOLE BEARING NEW TITLE

May 20, 2013 Land Use and Economic Development Committee - DUPLICATED AS AMENDED

May 20, 2013 Land Use and Economic Development Committee - CONTINUED AS AMENDED

June 03, 2013 Land Use and Economic Development Committee - RECOMMENDED

June 11, 2013 Board of Supervisors - AMENDED, AN AMENDMENT OF THE WHOLE BEARING NEW TITLE

Ayes: 8 - Avalos, Breed, Campos, Chiu, Cohen, Kim, Mar and Yee

Noes: 3 - Farrell, Tang and Wiener

June 11, 2013 Board of Supervisors - PASSED ON FIRST READING AS AMENDED

Ayes: 8 - Avalos, Breed, Campos, Chiu, Cohen, Kim, Mar and Yee

Noes: 3 - Farrell, Tang and Wiener


June 18, 2013 Board of Supervisors - FINALLY PASSED

Ayes: 8 - Avalos, Breed, Campos, Chiu, Cohen, Kim, Mar and Yee

Noes: 3 - Farrell, Tang and Wiener

File No. 120669

I hereby certify that the foregoing Ordinance was FINALLY PASSED on 6/18/2013 by the Board of Supervisors of the City and County of San Francisco.

  
Angela Calvillo  
Clerk of the Board


                      
Unsigned

Mayor

                      
June 28, 2013

Date Approved

I hereby certify that the foregoing ordinance, not being signed by the Mayor within the time limit as set forth in Section 3.103 of the Charter, or time waived pursuant to Board Rule 2.14.2, became effective without his approval in accordance with the provision of said Section 3.103 of the Charter or Board Rule 2.14.2.

  
Angela Calvillo  
Clerk of the Board



# SAN FRANCISCO PLANNING DEPARTMENT

---

## Discretionary Review Full Analysis

HEARING DATE NOVEMBER 13, 2014

*Date:* November 6, 2014  
*Case No.:* 2012.0909D  
*Project Address:* 690 PAGE STREET  
*Permit Applications:* 201305217455, 201305217457, 201305217462, 201305217463,  
201305217464  
*Zoning:* RM-1 (Residential, Mixed, Low-Density)  
40-X Height and Bulk District  
*Block/Lot:* 0843/016  
*Project Sponsor:* Gary Gee  
Gary Gee Architects, Inc.  
98 Brady Street #8  
San Francisco, CA 94103  
*Staff Contact:* Christine Lamorena – (415) 575-9085  
[christine.lamorena@sfgov.org](mailto:christine.lamorena@sfgov.org)  
*Recommendation:* **Do not take DR and approve the project as proposed**

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

Reception:  
**415.558.6378**

Fax:  
**415.558.6409**

Planning  
Information:  
**415.558.6377**

### PROJECT DESCRIPTION

The proposed project includes the demolition of an existing 2,050 square foot, circa 1959 single-story former church building and parking lot and the construction of four residential buildings with three dwelling units in each, totaling 12 dwelling units. The four buildings would each be four stories in height with at-grade garages containing three off-street vehicle parking spaces, three Class I bicycle parking spaces, and roof decks for common open space. The project includes one on-site affordable unit pursuant to the Inclusionary Affordable Housing Program and Planning Code Section 415.

The four buildings would include frontage on Page Street and range in size from 5,400 to 5,900 square feet with a maximum height of 40 feet. The 12 individual dwelling units would range in size from 1,300 to 1,500 square feet and all units would have three bedrooms. The proposal includes subdivision into four (4) lots each 1,950 square feet in size.

### SITE DESCRIPTION AND PRESENT USE

The project site is located on the northwest corner of Steiner and Page Streets, Assessor's Block 0843, Lot 016. The project site is within a RM-1 (Residential, Mixed, Low-Density) Zoning District and 40-X Height and Bulk District. The existing one-story building, which formerly house a church, is on the eastern portion of the lot and a 15-space surface parking lot is on the western portion of the lot.

## SURROUNDING PROPERTIES AND NEIGHBORHOOD

The project site is a corner lot with a vehicle entrance on Steiner Street. The adjacent property at 668-678 Page Street contains a three-story over garage, six unit building. The adjacent property at 410 Steiner Street contains a three-story, three unit building. Along the subject block on Page Street, the buildings range from three to five stories in height. Across Page Street, the buildings heights range from two to four stories in height.

## BUILDING PERMIT APPLICATION NOTIFICATION

TYPE	REQUIRED PERIOD	NOTIFICATION DATES	DR FILE DATE	DR HEARING DATE	FILING TO HEARING TIME
311 Notice	30 days	June 5, 2014 – July 5, 2014	July 3, 2014	November 13, 2014	133 days

## HEARING NOTIFICATION

TYPE	REQUIRED PERIOD	REQUIRED NOTICE DATE	ACTUAL NOTICE DATE	ACTUAL PERIOD
Posted Notice	10 days	November 3, 2014	November 3, 2014	10 days
Mailed Notice	10 days	November 3, 2014	November 3, 2014	10 days

## PUBLIC COMMENT

	SUPPORT	OPPOSED	NO POSITION
Adjacent neighbor(s)	1	1 (DR Requestor)	
Other neighbors on the block or directly across the street	15		2
Neighborhood groups			

To date, the Department received 16 letters in support of the project and exchanged phone calls with two neighbors with no position, but requesting additional information.

## DR REQUESTOR

Michel Bechirian, condominium owner of 678 Page Street, a six-unit condominium building located immediately to the east of the project site.

## DR REQUESTOR'S CONCERNS AND PROPOSED ALTERNATIVES

*Issue #1:* Loss of light to DR Requestor and adjacent units.

*Issue #2:* Noise from proposed roof decks.

*Issue #3:* DR Requestor loss of privacy from proposed roof deck (lives at top unit of adjacent building).

*Issue #4:* Project not consistent with side spacing pattern on north side of Page Street.

*Issue #5:* Loss of access to exterior service pipes at DR Requestor building.

The DR Requestor suggests that the Project Sponsor eliminate one building and reconfigure the site such that the three buildings would front on Steiner Street instead of Page Street. Doing so would increase the depths of the lots and allow for larger rear yards and move potential roof decks away from the DR Requestor's building.

See attached *Discretionary Review Application* for additional information.

## PROJECT SPONSOR'S RESPONSE

See attached *Response to Discretionary Review and Project Sponsor Submittal (Reuben, Junius & Rose)*.

## PROJECT ANALYSIS

**Light Access.** The Department finds that that light access is adequately provided to the DR Requestor's property by matching an existing light well and proposing a side setback for all upper levels of the proposal along the eastern shared property line.

**Noise and Privacy.** The Department finds the proposed roof decks are not exceptionally or extraordinarily invasive to the privacy of the DR Requestor. Given the urban context of the project, the impact to privacy of adjacent neighbors on the block and noise generated from the use of the roof decks are not out of the ordinary or beyond what is normal for the neighborhood.

**Neighborhood Building Pattern.** The architectural character on the block is mixed. The Department finds that the proposed building massing and scale of development of the full width of the lot to be compatible with the surrounding buildings and immediate neighborhood.

**Exterior Service Access.** The DR Requestor's property includes a side setback of approximately three feet. The Department finds that access to the DR Requestor's exterior pipes would still be possible through the existing side setback at the DR Requestor's property.

## ENVIRONMENTAL REVIEW

On April 29, 2014, the Environmental Planning division of the Planning Department found the project to be categorically exempt from environmental review per Class 32 per the California Environmental Quality Act (CEQA).

## RESIDENTIAL DESIGN TEAM REVIEW

The Residential Design Team (RDT) found that the proposed project meets the standards of the Residential Design Guidelines (RDGs) and that the project does not present any exceptional or extraordinary circumstances for the following reasons:

- Light access is provided via side setbacks and a matching lightwell along the east side of the project (RDGs, p. 16-17).
- The potential noise and privacy impacts from the roof deck are not exceptional as the proposed deck is set back from the project side façade and also the shared property line (RDGs, p. 38).
- The neighborhood building pattern is mixed. Development of the full width of the lot is consistent with the existing building patterns in the area (RDGs, p. 10, 15).
- Access to exterior pipes at the DR Requestor's property is still possible through the existing side setback at the Requestor's property.

**Although this project does not contain or create any exception or extraordinary circumstances, under the Commission's pending DR Reform Legislation, this project would be referred to the Commission, as this project involves new construction.**

## BASIS FOR RECOMMENDATION

The Department recommends that the Planning Commission not take Discretionary Review and approved the project as proposed for the following reasons:

- The project meets all applicable requirements of the Planning Code and is consistent with the Residential Design Guidelines.
- The project would create 12 dwelling units, each with three bedrooms, one of which meets the on-site Inclusionary Affordable Housing requirement.
- The project would be consistent with the size and density of the immediate neighborhood. The project is therefore an appropriate infill development.
- The project would not be considered exceptional or extraordinary per RDT's review.

<b>RECOMMENDATION:</b>	<b>Do not take DR and approve the project as proposed.</b>
------------------------	--

### Attachments:

Block Book Map  
Sanborn Map  
Zoning Map  
Aerial Photographs  
Site Photograph  
Section 311 Notice  
DR Application  
Response to DR Application  
Project Sponsor Submittal:

Cover Letter  
Reduced Plans  
Rendering  
Context Photos  
Support Letters

## Design Review Checklist

### NEIGHBORHOOD CHARACTER (PAGES 7-10)

QUESTION	
The visual character is: (check one)	
Defined	
Mixed	X

**Comments:** The surrounding neighborhood consists of a mixture of two to five story buildings, containing a range of one to 20 dwelling units. Buildings vary in height and depths.

### SITE DESIGN (PAGES 11 - 21)

QUESTION	YES	NO	N/A
<b>Topography (page 11)</b>			
Does the building respect the topography of the site and the surrounding area?	X		
Is the building placed on its site so it responds to its position on the block and to the placement of surrounding buildings?	X		
<b>Front Setback (pages 12 - 15)</b>			
Does the front setback provide a pedestrian scale and enhance the street?	X		
In areas with varied front setbacks, is the building designed to act as transition between adjacent buildings and to unify the overall streetscape?			X
Does the building provide landscaping in the front setback?	X		
<b>Side Spacing (page 15)</b>			
Does the building respect the existing pattern of side spacing?			X
<b>Rear Yard (pages 16 - 17)</b>			
Is the building articulated to minimize impacts on light to adjacent properties?	X		
Is the building articulated to minimize impacts on privacy to adjacent properties?	X		
<b>Views (page 18)</b>			
Does the project protect major public views from public spaces?			X
<b>Special Building Locations (pages 19 - 21)</b>			
Is greater visual emphasis provided for corner buildings?	X		
Is the building facade designed to enhance and complement adjacent public spaces?			X
Is the building articulated to minimize impacts on light to adjacent cottages?			X

**Comments:** The proposal appropriately infills the subject lot and respects the surrounding area. The easternmost building is set back approximately three feet from the shared property for a depth of approximately 25 feet to allow for light and air access to the neighboring building.

## BUILDING SCALE AND FORM (PAGES 23 - 30)

QUESTION	YES	NO	N/A
<b>Building Scale (pages 23 - 27)</b>			
Is the building's height and depth compatible with the existing building scale at the street?	X		
Is the building's height and depth compatible with the existing building scale at the mid-block open space?	X		
<b>Building Form (pages 28 - 30)</b>			
Is the building's form compatible with that of surrounding buildings?	X		
Is the building's facade width compatible with those found on surrounding buildings?	X		
Are the building's proportions compatible with those found on surrounding buildings?	X		
Is the building's roofline compatible with those found on surrounding buildings?	X		

**Comments:** The proposed buildings are compatible with the established building scale at the street, as they create a stronger street wall on a block with many four-story buildings. The height and depth of the buildings are compatible in the subject block and the buildings' form, façade width, proportions, and rooflines are compatible with the mixed neighborhood context.

## ARCHITECTURAL FEATURES (PAGES 31 - 41)

QUESTION	YES	NO	N/A
<b>Building Entrances (pages 31 - 33)</b>			
Does the building entrance enhance the connection between the public realm of the street and sidewalk and the private realm of the building?	X		
Does the location of the building entrance respect the existing pattern of building entrances?	X		
Is the building's front porch compatible with existing porches of surrounding buildings?			X
Are utility panels located so they are not visible on the front building wall or on the sidewalk?	X		
<b>Bay Windows (page 34)</b>			
Are the length, height and type of bay windows compatible with those found on surrounding buildings?	X		
<b>Garages (pages 34 - 37)</b>			
Is the garage structure detailed to create a visually interesting street frontage?	X		
Are the design and placement of the garage entrance and door compatible with the building and the surrounding area?	X		
Is the width of the garage entrance minimized?	X		
Is the placement of the curb cut coordinated to maximize on-street parking?	X		
<b>Rooftop Architectural Features (pages 38 - 41)</b>			
Is the stair penthouse designed to minimize its visibility from the street?	X		

Are the parapets compatible with the overall building proportions and other building elements?	X		
Are the dormers compatible with the architectural character of surrounding buildings?			X
Are the windscreens designed to minimize impacts on the building's design and on light to adjacent buildings?			X

**Comments:** The location of the entrances are consistent with the predominant pattern of ground floor entrances found throughout the surrounding area. The length and type of rectangular bay windows on the front and side facades are compatible with the style of bay windows found throughout the neighborhood. The garage doors are recessed from the front façade and limited to a width of approximately nine feet. The rooftop parapets are standard in size and compatible with the parapets found on other flat-roofed buildings in the area.

#### BUILDING DETAILS (PAGES 43 - 48)

QUESTION	YES	NO	N/A
<b>Architectural Details (pages 43 - 44)</b>			
Are the placement and scale of architectural details compatible with the building and the surrounding area?	X		
<b>Windows (pages 44 - 46)</b>			
Do the windows contribute to the architectural character of the building and the neighborhood?	X		
Are the proportion and size of the windows related to that of existing buildings in the neighborhood?	X		
Are the window features designed to be compatible with the building's architectural character, as well as other buildings in the neighborhood?	X		
Are the window materials compatible with those found on surrounding buildings, especially on facades visible from the street?	X		
<b>Exterior Materials (pages 47 - 48)</b>			
Are the type, finish and quality of the building's materials compatible with those used in the surrounding area?	X		
Are the building's exposed walls covered and finished with quality materials that are compatible with the front facade and adjacent buildings?	X		
Are the building's materials properly detailed and appropriately applied?	X		

**Comments:** The placement and scale of the architectural details are compatible with the mixed residential character of this neighborhood. The windows are residential in character and compatible with the window patterns found on neighboring buildings. Although designed in a contemporary style, the stone paneling, stucco wall finish and wood siding are compatible with the existing buildings in the neighborhood.

CL: G:\DOCUMENTS\2012\DRs\2012.0909\690 Page St - DR - Full Analysis .doc

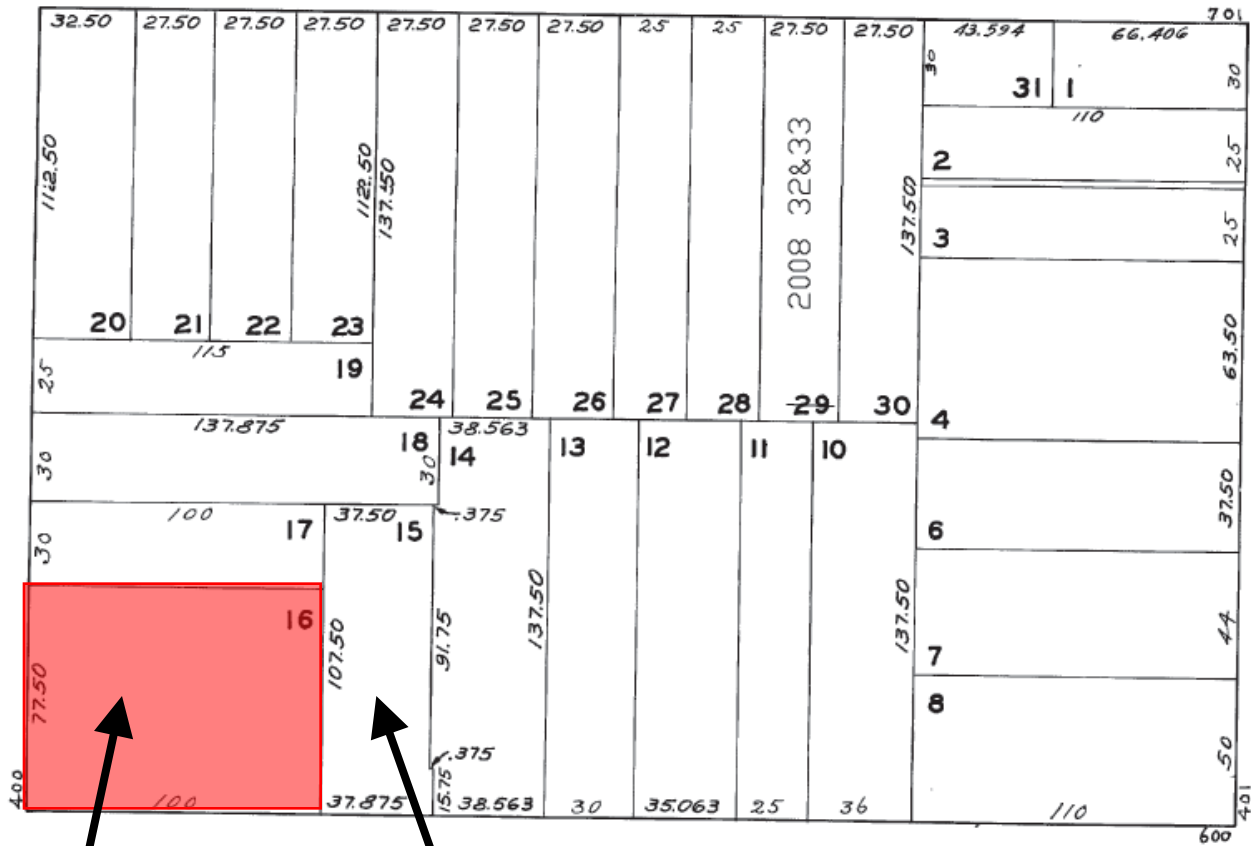
# Parcel Map

OAK



STEINER

FILLMORE



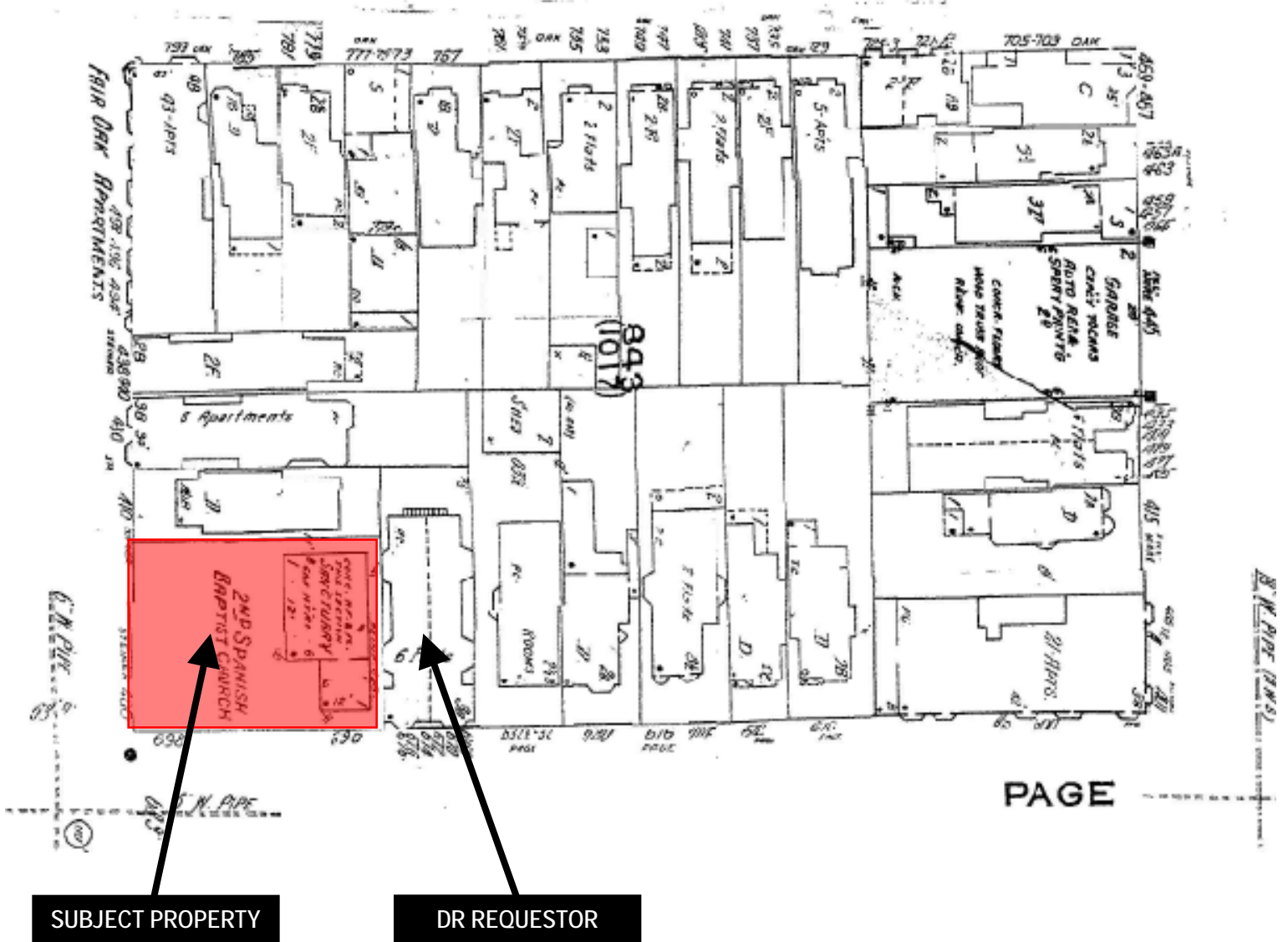
PAGE

SUBJECT PROPERTY

DR REQUESTOR



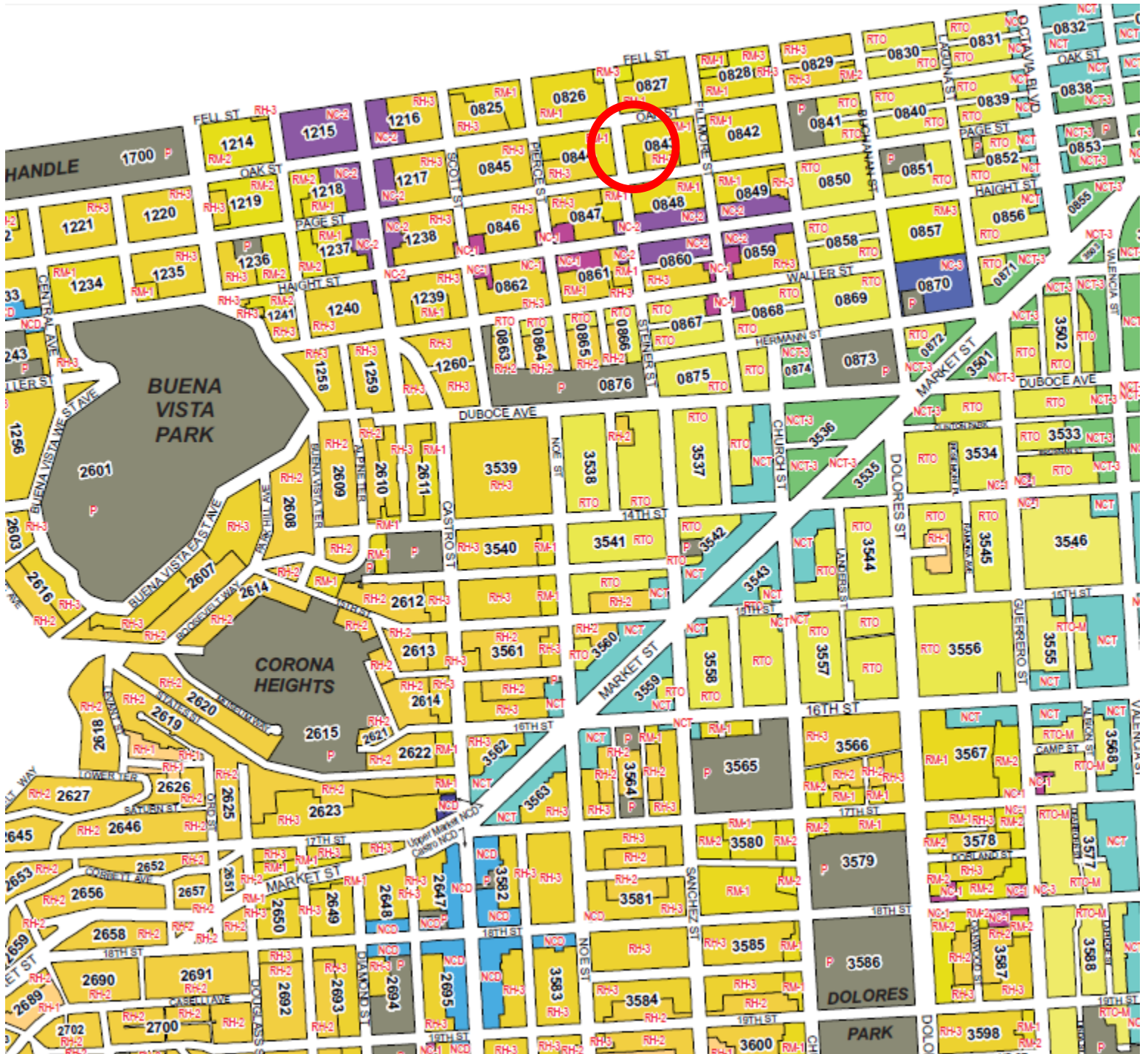
# Sanborn Map\*



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



# Zoning Map



Discretionary Review Hearing  
**Case Number 2012.0909D**  
 690 Page Street  
 Block 0843 / Lot 016

# Aerial Photo (looking north)



**SUBJECT PROPERTY**

**DR REQUESTOR**

Discretionary Review Hearing  
Case Number 2012.0909D  
690 Page Street  
Block 0843 / Lot 016

# Aerial Photo (looking east)

DR REQUESTOR



SUBJECT PROPERTY

Discretionary Review Hearing  
Case Number 2012.0909D  
690 Page Street  
Block 0843 / Lot 016

# Site Photo



Discretionary Review Hearing  
**Case Number 2012.0909D**  
690 Page Street  
Block 0843 / Lot 016



# SAN FRANCISCO PLANNING DEPARTMENT

1650 Mission Street Suite 400 San Francisco, CA 94103

## NOTICE OF BUILDING PERMIT APPLICATION (SECTION 311/312)

On May 21, 2014, the Applicant named below filed Building Permit Application Nos. 201305217457, 201305217462, 201305217463, and 201305217464 with the City and County of San Francisco.

PROPERTY INFORMATION		APPLICANT INFORMATION	
Project Address:	<b>690 Page Street</b>	Applicant:	<b>Gary Gee</b>
Cross Street(s):	<b>Steiner</b>	Address:	<b>98 Brady Street #8</b>
Block/Lot No.:	<b>0843/016</b>	City, State:	<b>San Francisco, CA 94103</b>
Zoning District(s):	<b>RM-1 / 40-X</b>	Telephone:	<b>(415) 863-8881</b>

You are receiving this notice as a property owner or resident within 150 feet of the proposed project. You are not required to take any action. For more information about the proposed project, or to express concerns about the project, please contact the Applicant listed above or the Planner named below as soon as possible. If you believe that there are exceptional or extraordinary circumstances associated with the project, you may request the Planning Commission to use its discretionary powers to review this application at a public hearing. Applications requesting a Discretionary Review hearing must be filed during the 30-day review period, prior to the close of business on the Expiration Date shown below, or the next business day if that date is on a week-end or a legal holiday. If no Requests for Discretionary Review are filed, this project will be approved by the Planning Department after the Expiration Date.

Members of the public are not required to provide personal identifying information when they communicate with the Commission or the Department. All written or oral communications, including submitted personal contact information, may be made available to the public for inspection and copying upon request and may appear on the Department's website or in other public documents.

PROJECT SCOPE		
<input checked="" type="checkbox"/> Demolition	<input checked="" type="checkbox"/> New Construction	<input type="checkbox"/> Alteration
<input checked="" type="checkbox"/> Change of Use	<input type="checkbox"/> Façade Alteration(s)	<input type="checkbox"/> Front Addition
<input type="checkbox"/> Rear Addition	<input type="checkbox"/> Side Addition	<input type="checkbox"/> Vertical Addition
PROJECT FEATURES	EXISTING	PROPOSED
Building Use	Non-residential (former church)	Residential
Front Setback	9'-3"	Ranging 1'-5" to 1'-9"
Side Setbacks	Ranging 5'-0" to 8'-4" (east property line)	None
Building Depth	62'-11"	Ranging approx. 56'-8.5" to 58'-1.5"
Rear Yard	n/a	19'-4.5"
Building Height	Approx. 10'-4"	40'-0"
Number of Stories	1	3 over garage
Number of Dwelling Units	0	12
Number of Parking Spaces	15 (surface parking lot)	12 (garage spaces)
PROJECT DESCRIPTION		
The proposal is to demolish the existing one-story building and surface parking lot and construct four, multi-family buildings with three dwelling units each, totaling 12 dwelling units. The four buildings would be four-stories in height with roof decks. See attached plans.		
The issuance of the building permit by the Department of Building Inspection or the Planning Commission project approval at a discretionary review hearing would constitute as the Approval Action for the project for the purposes of CEQA, pursuant to Section 31.04(h) of the San Francisco Administrative Code.		

For more information, please contact Planning Department staff:

Planner: Christine Lamorena  
Telephone: (415) 575-9085  
E-mail: christine.lamorena@sfgov.org

Notice Date: 6/05/2014  
Expiration Date: 7/05/2014

中文詢問請電: (415) 575-9010

Para información en Español llamar al: (415) 575-9010

## GENERAL INFORMATION ABOUT PROCEDURES

Reduced copies of the proposed project plans have been included in this mailing for your information. If you have questions about the plans, please contact the project Applicant listed on the front of this notice. You may wish to discuss the plans with your neighbors or neighborhood association, as they may already be aware of the project. If you have general questions about the Planning Department's review process, please contact the Planning Information Center at 1660 Mission Street, 1st Floor (415/ 558-6377) between 8:00am - 5:00pm Monday-Friday. If you have specific questions about the proposed project, you should contact the planner listed on the front of this notice.

If you believe that the impact on you from the proposed project is significant and you wish to seek to change the project, there are several procedures you may use. **We strongly urge that steps 1 and 2 be taken.**

1. Request a meeting with the project Applicant to get more information and to explain the project's impact on you.
2. Contact the nonprofit organization Community Boards at (415) 920-3820, or online at [www.communityboards.org](http://www.communityboards.org) for a facilitated discussion in a safe and collaborative environment. Community Boards acts as a neutral third party and has, on many occasions, helped reach mutually agreeable solutions.
3. Where you have attempted, through the use of the above steps or other means, to address potential problems without success, please contact the planner listed on the front of this notice to discuss your concerns.

If, after exhausting the procedures outlined above, you still believe that exceptional and extraordinary circumstances exist, you have the option to request that the Planning Commission exercise its discretionary powers to review the project. These powers are reserved for use in exceptional and extraordinary circumstances for projects which generally conflict with the City's General Plan and the Priority Policies of the Planning Code; therefore the Commission exercises its discretion with utmost restraint. This procedure is called Discretionary Review. If you believe the project warrants Discretionary Review by the Planning Commission, **you must file a Discretionary Review application prior to the Expiration Date shown on the front of this notice.** Discretionary Review applications are available at the Planning Information Center (PIC), 1660 Mission Street, 1st Floor, or online at [www.sfplanning.org](http://www.sfplanning.org). You must submit the application in person at the Planning Information Center (PIC) between 8:00am - 5:00pm Monday-Friday, with all required materials and a check payable to the Planning Department. To determine the fee for a Discretionary Review, please refer to the Planning Department Fee Schedule available at [www.sfplanning.org](http://www.sfplanning.org). If the project includes multiple building permits, i.e. demolition and new construction, a **separate request for Discretionary Review must be submitted, with all required materials and fee, for each permit that you feel will have an impact on you.**

**Incomplete applications will not be accepted.**

If no Discretionary Review Applications have been filed within the Notification Period, the Planning Department will approve the application and forward it to the Department of Building Inspection for its review.

### BOARD OF APPEALS

An appeal of the Planning Commission's decision on a Discretionary Review case may be made to the **Board of Appeals within 15 calendar days after the building permit is issued** (or denied) by the Department of Building Inspection. Appeals must be submitted in person at the Board's office at 1650 Mission Street, 3rd Floor, Room 304. For further information about appeals to the Board of Appeals, including current fees, contact the Board of Appeals at (415) 575-6880.

### ENVIRONMENTAL REVIEW

This project has undergone preliminary review pursuant to California Environmental Quality Act (CEQA). If, as part of this process, the Department's Environmental Review Officer has deemed this project to be exempt from further environmental review, an exemption determination has been prepared and can be obtained through the Exemption Map, on-line, at [www.sfplanning.org](http://www.sfplanning.org). An appeal of the decision **to exempt the proposed project from CEQA may be made to the Board of Supervisors within 30 calendar days** after the project approval action identified on the determination. The procedures for filing an appeal of an exemption determination are available from the Clerk of the Board at City Hall, Room 244, or by calling (415) 554-5184.

Under CEQA, in a later court challenge, a litigant may be limited to raising only those issues previously raised at a hearing on the project or in written correspondence delivered to the Board of Supervisors, Planning Commission, Planning Department or other City board, commission or department at, or prior to, such hearing, or as part of the appeal hearing process on the CEQA decision.

# APPLICATION FOR Discretionary Review

## 1. Owner/Applicant Information

DR APPLICANT'S NAME: Michel Bechirian		
DR APPLICANT'S ADDRESS: 678 Page Street	ZIP CODE: 94117	TELEPHONE: (415 )3508683
PROPERTY OWNER WHO IS DOING THE PROJECT ON WHICH YOU ARE REQUESTING DISCRETIONARY REVIEW NAME: Page Steiner Associates LLC		
ADDRESS: 431 Steiner Street	ZIP CODE: 94117	TELEPHONE: ( )
CONTACT FOR DR APPLICATION: Same as Above <input checked="" type="checkbox"/> <input type="checkbox"/>		
ADDRESS:	ZIP CODE:	TELEPHONE: ( )
E-MAIL ADDRESS: mbussfo@yahoo.com		

## 2. Location and Classification

STREET ADDRESS OF PROJECT: 690 Page Street		ZIP CODE: 94117
CROSS STREETS: Steiner		
ASSESSORS BLOCK/LOT: 0845 /016	LOT DIMENSIONS: 77.5 x 110 ft	LOT AREA (SQ FT): 7749
ZONING DISTRICT: RM-1 / 40-X		HEIGHT/BULK DISTRICT:

## 3. Project Description

Please check all that apply

Change of Use ☒ Change of Hours ☐ New Construction ☒ Alterations ☐ Demolition ☒ Other ☐

Additions to Building: Rear ☐ Front ☐ Height ☐ Side Yard ☐  
Non-residential - church

Present or Previous Use:

Proposed Use: Residential

Building Permit Application No. 201305217457, 201305217462/3/4

Date Filed: May 21, 2014

## 4. Actions Prior to a Discretionary Review Request

Prior Action	YES	NO
Have you discussed this project with the permit applicant?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Did you discuss the project with the Planning Department permit review planner?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Did you participate in outside mediation on this case?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

## 5. Changes Made to the Project as a Result of Mediation

If you have discussed the project with the applicant, planning staff or gone through mediation, please summarize the result, including any changes there were made to the proposed project.

My neighbor and I met with the architect Gary Gee to discuss our concern about light and noise. The proposed project will significantly reduce the amount of daylight to our units. The addition of a roof deck will introduce a new source of noise and intrude on privacy as the location of the deck provides sight lines to bedroom and bathroom windows. Mr. Gee agreed to discuss extending the planned 18 ft setback at the rear of the proposed building to ensure the entire south bay window of our unit (main bedroom) faced a light well. (continued... )

## Discretionary Review Request

In the space below and on separate paper, if necessary, please present facts sufficient to answer each question.

1. What are the reasons for requesting Discretionary Review? The project meets the minimum standards of the Planning Code. What are the exceptional and extraordinary circumstances that justify Discretionary Review of the project? How does the project conflict with the City's General Plan or the Planning Code's Priority Policies or Residential Design Guidelines? Please be specific and cite specific sections of the Residential Design Guidelines.

The proposed project conflicts with the following guidelines: 'Articulate the building to minimize impacts on light and privacy to adjacent properties'. And, 'Respect the existing pattern of side spacing'. The unnecessary proximity of the proposed structure materially impacts the quality and quantity of light and introduces serious privacy concerns for the adjacent property owners. If built as proposed, side spacing will not be consistent with other buildings on the block (the north side of Page St). (Continued on separate sheet...)

2. The Residential Design Guidelines assume some impacts to be reasonable and expected as part of construction. Please explain how this project would cause unreasonable impacts. If you believe your property, the property of others or the neighborhood would be adversely affected, please state who would be affected, and how:

By focusing on the maximum number of units that can fit the space, the owners have developed a design that unreasonably impacts the adjacent building. A 40 ft building so close to the property line will limit light. With the exception of the living room, all windows in units 670, 674, 678 Page St face west. The lower unit, 670 Page St, is occupied by Mrs. Iris Canada a 91 year old who has lived in the building since the 1940's. Even with a setback the amount of light filtering down to her apartment will be minimal. (Continued on separate sheet...)

3. What alternatives or changes to the proposed project, beyond the changes (if any) already made would respond to the exceptional and extraordinary circumstances and reduce the adverse effects noted above in question #1?

The size of the lot provides the opportunity to construct multiple buildings. If the project consisted of three rather than four buildings these could be constructed facing onto Steiner St. Positioning the buildings on this axis would maintain the light levels and access to services for our building and would not impact the building on block/lot 0843/017. The depth of the lot would allow a sufficiently large rear yard to meet the requirement for outside space for at least two, if not all units. (Continued on separate sheet...)

12.0909D

## Applicant's Affidavit

Under penalty of perjury the following declarations are made:

- a: The undersigned is the owner or authorized agent of the owner of this property.
- b: The information presented is true and correct to the best of my knowledge.
- c: The other information or applications may be required.

Signature: \_\_\_\_\_

*M. Bechirian*

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

*7/2/2014*

Print name, and indicate whether owner, or authorized agent:

Michel Bechirian

Owner / Authorized Agent (circle one)

# Discretionary Review Application Submittal Checklist

Applications submitted to the Planning Department must be accompanied by this checklist and all required materials. The checklist is to be completed and **signed by the applicant or authorized agent**.

REQUIRED MATERIALS (please check correct column)	DR APPLICATION
Application, with all blanks completed	<input checked="" type="checkbox"/>
Address labels (original), if applicable	<input checked="" type="checkbox"/>
Address labels (copy of the above), if applicable	<input checked="" type="checkbox"/>
Photocopy of this completed application	<input checked="" type="checkbox"/>
Photographs that illustrate your concerns	<input type="checkbox"/>
Covenant or Deed Restrictions	<input type="checkbox"/>
Check payable to Planning Dept.	<input type="checkbox"/>
Letter of authorization for agent	<input checked="" type="checkbox"/>
Other: Section Plan, Detail drawings (i.e. windows, door entries, trim), Specifications (for cleaning, repair, etc.) and/or Product cut sheets for new elements (i.e. windows, doors)	<input type="checkbox"/>

## NOTES:

☐ Required Material.

☐ Optional Material.

☐ Two sets of original labels and one copy of addresses of adjacent property owners and owners of property across street.

For Department Use Only

Application received by Planning Department:

By: M. Corruite

Date:

RECEIVED

JUL 03 2014

CITY & COUNTY OF S.F.  
PLANNING DEPARTMENT  
P.I.C.

## APPLICATION FOR Discretionary Review

DR Applicant: Michel Bechirian. 678 Page St, SF, CA 94117

Property Owner: Page Steiner Assoc. 431 Steiner St, SF, CA 94117

Project Address: 690 Page St, Block / Lot 0845 / 016

Permit Numbers: 201305217457, 201305217462, 201305217463, 201305217464

### 5. Changes Made to the Project as a Result of Mediation

*My neighbor and I met with the architect Gary Gee to discuss our concern about light and noise. The proposed project will significantly reduce the amount of daylight to our units. The addition of a roof deck will introduce a new source of noise and intrude on privacy as the location of the deck provides sight lines to bedroom and bathroom windows. Mr. Gee agreed to discuss extending the planned 18 ft setback at the rear of the proposed building to ensure the entire south bay window of our unit (main bedroom) faced a light well.*

Continued:

Mr. Gee agreed that if the proposed project does indeed go ahead as planned, the light wells will be finished in a bright color to maximize reflective potential.

Mr. Gee was unable to propose a solution to our noise and privacy concerns because planning code for the amount of outside space per unit determined the size and therefore location of the roof deck.

## APPLICATION FOR Discretionary Review

DR Applicant: Michel Bechirian. 678 Page St, SF, CA 94117

Property Owner: Page Steiner Assoc. 431 Steiner St, SF, CA 94117

Project Address: 690 Page St, Block / Lot 0845 / 016

Page 9, 1.

*The proposed project conflicts with the following guidelines: 'Articulate the building to minimize impacts on light and privacy to adjacent properties'. And, 'Respect the existing pattern of side spacing'. The unnecessary proximity of the proposed structure materially impacts the quality and quantity of light and introduces serious privacy concerns for the adjacent property owners. If built as proposed, side spacing will not be consistent with other buildings on the block (the north side of Page St).*

Continued:

The original building use was non-residential; it was in fact a church which provided charitable assistance to those in need. Changing the use from charitable, to for profit residential has not been thoroughly reviewed and debated. Finally, the opportunity to discuss the project with the owners has been limited. Case in point, the final meeting was held in a café on a Saturday morning. There wasn't space for the architect to display the plans, and with music and general background noise it was hard, if not impossible to have a meaningful discussion. This seemed an exercise in ticking boxes in a process.

Page 9, 2.

*By focusing on the maximum number of units that can fit the space, the owners have developed a design that unreasonably impacts the adjacent building. A 40 ft building so close to the property line will limit light. With the exception of the living room, all windows in units 670, 674, 678 Page St face west. The lower unit, 670 Page St, is occupied by Mrs. Iris Canada a 97 year old who has lived in the building since the 1940's. Even with a setback the amount of light filtering down to her apartment will be minimal.*

Continued:

Allowing the project to proceed as designed will condemn Iris to live in a dark, cave like environment. My wife is a freelance graphic designer who often works from home. As a designer she relies on good daylight to ensure accurate color correction on production work. Reducing light to our apartment will impact her ability to work effectively, which in turn will impact her ability to earn a living. The proposed design requires the inclusion of a roof deck for all buildings. A roof deck adds rooftop features and adds clutter. The roof deck will provide the opportunity to sight lines that encroach on our privacy. Of particular concern are sight lines to bedroom and bathroom windows. The purpose of the roof deck is to provide access to outside space; an unintended side effect is the likely generation of noise at a level in line with bedrooms and work areas. Street noise can't be avoided, noise by design can. Our building was

constructed in 1907. Water and waste pipework and the flue for the central heating furnaces are all located externally (as is the downspout from the roof). The original Victorian building on Lot 016 faced Steiner St and did not extend close to building. If the project proceeds as designed it will be extremely difficult to access service pipes for repair. This has a potential for health and safety issues. Finally, the design of the project is inconsistent with the existing pattern of side spacing on the north side of Page St. With the exception of a mid-century apartment building on the southeast corner of the block, all of the buildings are Victorian and all have adequate space between to allow for light, privacy and access to services.

Page 9, 3.

*The size of the lot provides the opportunity to construct multiple buildings. If the project consisted of three rather than four buildings these could be constructed facing onto Steiner St. Positioning the buildings on this axis would maintain the light levels and access to services for our building and would not impact the building on block/lot 0843/017. The depth of the lot would allow a sufficiently large rear yard to meet the requirement for outside space for at least two, if not all units.*

Continued:

If a roof deck was still required, the size of the deck would be smaller than the original design and would be located further away from our building reducing privacy and noise concerns. If three buildings were constructed on Page St, adequate spacing could be provided between the structures to allow for light levels to be maintained and to provide access to services. Although concern over privacy and noise would remain these would be diminished by locating the proposed 690 Page St building several feet further from the property line.

DR Applicant: Michel Bechirian. 678 Page St, SF, CA 94117

Property Owner: Page Steiner Assoc. 431 Steiner St, SF, CA 94117

Project Address: 690 Page St, Block / Lot 0845 / 016

12.0909D

APPLICATION FOR DISCRETIONARY REVIEW

DR APPLICANT: MICHEL BEGHIRIAN

PROJECT ADDRESS: BLOCK/LOT 0845/016

SIDE SPACING.



THE NORTH SIDE OF PAGE ST SHOWING DR APPLICANT'S  
BUILDING 0843/15 & NEIGHBOR 0843/14

SPACING PROVIDES ACCESS TO LIGHT & MAINTAINS PRIVACY  
FOR BOTH BUILDINGS.

APPLICATION FOR DISCRETIONARY REVIEW

DR APPLICANT: MICHEL BECHIRIAN

PROJECT ADDRESS: BLOCK/LOT 0845/016

12.09090

SIDE SPACING



THE NORTH SIDE OF PAGE ST SHOWING SIDE SPACING  
(L-R) BUILDINGS 0843/13 , 0843/12 , 0843/11

TYPICAL SPACING PROVIDES AMPLE ROOM BETWEEN BUILDINGS  
FOR LIGHT & PRIVACY

APPLICATION FOR DISCRETIONARY REVIEW

DR APPLICANT: MICHEL BECHIRIAN

PROJECT ADDRESS: BLOCK/LOT 0845/016

12.0909D

MRS. IRIS CANADA, RESIDENT IN APPLICANT'S BUILDING  
SINCE WWII



LIGHT

THE QUALITY OF LIGHT TO IRIS'S LOWER UNIT

WILL BE ADVERSELY AFFECTED BY THE PROPOSED DESIGN

LIGHT FROM WEST, AND SOUTHWEST WINDOWS OF APPLICANT'S UNIT  
THE HEIGHT & PROXIMITY OF THE PROPOSED DESIGN WILL ADVERSELY  
AFFECT LIGHT AND WILL BE A PRIVACY CONCERN.



LIGHT & PRIVACY

APPLICATION FOR DISCRETIONARY REVIEW  
BY APPLICANT: MICHEL BETHRIAN  
PROJECT ADDRESS: BUCK/LOT 0845/016

APPLICATION FOR DISCRETIONARY REVIEW

DR APPLICANT: MICHEL BECHIRIAN

PROJECT ADDRESS: BLOCK/LT 0845/016

12.09090

VIEW OF PROJECT ADDRESS - 690 PAGE ST



LIGHT & PRIVACY



PAGE ST. VIEW OF DR APPLICANT'S BUILDING TAKEN FROM PROJECT SITE 0845/016  
NOTE WINDOWS OF LOWER UNIT (670) ARE NOT OBSTRUCTED BY EXISTING STRUCTURE.  
THE PROPOSED NEW BUILDING WILL SEVERELY RESTRICT ACCESS TO  
WATER & WASTE PIPEWORK, FURNANCE FLUES & ROOF DOWNSPOUT.  
THE HEIGHT & PROXIMITY IMPACTS LIGHT & THE ROOF DECK ENCRACHES  
ON PRIVACY



# SAN FRANCISCO PLANNING DEPARTMENT

## RESPONSE TO DISCRETIONARY REVIEW

Case No.: 12.0909D

Building Permit No.: 2013.05.21.7457

Address: 690 PAGE ST.

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

Reception:  
415.558.6378

Fax:  
415.558.6409

Planning  
Information:  
415.558.6377

Project Sponsor's Name: PAGE STEINER ASSOCIATES LLC (VICTOR QUAN)

Telephone No.: 415-531-8311 (for Planning Department to contact)

1. Given the concerns of the DR requester and other concerned parties, why do you feel your proposed project should be approved? (If you are not aware of the issues of concern to the DR requester, please meet the DR requester in addition to reviewing the attached DR application.)

PLEASE REFER TO ATTACHED SHEETS:

INCLUDING MEETING NOTES AND CORRESPONDENCE  
WITH DR REQUESTOR.

2. What alternatives or changes to the proposed project are you willing to make in order to address the concerns of the DR requester and other concerned parties? If you have already changed the project to meet neighborhood concerns, please explain those changes. Indicate whether the changes were made before filing your application with the City or after filing the application.


3. If you are not willing to change the proposed project or pursue other alternatives, please state why you feel that your project would not have any adverse effect on the surrounding properties. Please explain your needs for space or other personal requirements that prevent you from making the changes requested by the DR requester.

If you have any additional information that is not covered by this application, please feel free to attach additional sheets to this form.

4. Please supply the following information about the proposed project and the existing improvements on the property.

<u>Number of</u>	<u>Existing</u>	<u>Proposed</u>
Dwelling units (only one kitchen per unit –additional kitchens count as additional units) .....	<u>0</u>	<u>12</u>
Occupied stories (all levels with habitable rooms) ...	<u>1</u>	<u>3</u>
Basement levels (may include garage or windowless storage rooms) .....	<u>0</u>	<u>1</u>
Parking spaces (Off-Street) .....	<u>13</u>	<u>12</u>
Bedrooms .....	<u>0</u>	<u>36</u>
Gross square footage (floor area from exterior wall to exterior wall), not including basement and parking areas....	<u>1,984</u>	<u>17,169</u>
Height .....	<u>13</u>	<u>40</u>
Building Depth .....	<u>63'</u>	<u>56'-8 1/2"</u>
Most recent rent received (if any) .....	_____	_____
Projected rents after completion of project .....	_____	<u>N/A</u>
Current value of property .....	_____	_____
Projected value (sale price) after completion of project (if known) .....	<u>N/A</u>	<u>N/A</u>

I attest that the above information is true to the best of my knowledge.

	<u>7/31/2014</u>	<u>VICTOR QUAN</u>
Signature	Date	Name (please print)

## **RESPONSE TO DISCRETIONARY REVIEW**

**CASE No.: 12.0909D**

**PERMIT No.: 2013.05.21.7457, -7462, -7463, and -7464**

**690 PAGE STREET**

**JULY 28, 2014**

1. Our initial approach to this property was to design buildings that would fit into the urban pattern of the blockface. We considered the following conditions:
  - A. The RM-1 Zoning promotes the 25-35 foot building modulation at the facades. Page Street was selected to create 25 foot frontages that emulate the facades on Page and Steiner Streets.
  - B. If Steiner Street had been selected as the building frontages, the new buildings could be 10' higher in mass due to the steep upslope of Steiner Street.
    - a. Buildings facing Steiner Street creates nine residential units and no affordable unit. These buildings would have 25.83'x 75' footprints.
    - b. Buildings facing Page Street creates 12 residential units and one affordable unit. These buildings will have 25'x 56'-8-1/2" footprints.
  - C. We met with the Planning staff to discuss building adjacencies to our proposed project.
    - a. Planning staff recommended the east side of 680 Page building have a three foot setback on the residential levels two-thirds of the depth of the existing 678 Page west lightwell. The 680 Page new building setback is 3'x 18' in size.
    - b. A second 3'x 5' lightwell was located towards the front of the building to match another 678 Page west lightwell.
  - D. The DR requestor has a building higher than 40' on a wider and deeper lot (37.875'x 107) with six (6) front to rear residential flats. This building has a large footprint and occupies a large portion of their lot.
  - E. Therefore, this project should be approved because:
    - a. The proposed project fits into the block face with its 25' frontages and individual stoop entrances. The building pattern of the block is maintained.
    - b. This proposed project creates 12 residential units and one affordable unit for the City.
    - c. The new 680 Page Street building has been modified with side lightwells to respond to the existing adjacent west lightwells at 678 Page Street.
2. The project sponsor interacted with the DR requestor at the following meetings:
  - Initial neighborhood pre-application meeting on January 24, 2013.
  - Neighborhood meeting on April 17, 2014.
  - Private meeting at his residence on June 12, 2014.
  - A. During the last June 12, 2014 meeting the DR requestor asked if the northeast lightwell at the new 680 Page building could be extended south to allow more light into his bedroom. After this meeting, project architect (Gary Gee) informed the DR requestor via telephone

- the project sponsors were willing to extend the 3' wide lightwell 18' from the rear of the building to his requested location.
- B. Project sponsors also agreed to use a bright white color in the lightwell to create more indirect light into this area.
  - C. Project architect has looked at moving the roof deck to the southern portion of the roof. The common area open space requirements for minimum dimension of 15' limit the location and areas for which this area can be located on the south side of the roof. We offered to move the deck as far south and west as possible to create more privacy to the adjacent 678 Page building.
3. As discussed above, the project sponsor has already proposed changes to the new 680 Page Street building as a way to respond to DR requestor concerns. The development of the four (4) buildings facing Page Street provide greater opportunities to the neighborhood and City:
- A. The 25' facades with individual stoop entrances maintain the neighborhood scale along Page Street. We worked with the Planning staff to design each building to acknowledge the existing proportions and architectural massing features of the blockface and neighborhood.
  - B. 12 residential units with 3 bedrooms 2 baths family style units will add to the housing stock along with one affordable family unit. The building fronting Steiner Street would offer fewer family-sized housing units.
  - C. The two (2) buildings to the south at 690 and 698 Page Street could actually be built five feet (5') higher due to the existing grade of the parking lot. The project sponsor consciously decided to design these buildings to a 40' height from the Page Street sidewalk to maintain a consistent urban design form of buildings along Page Street.
  - D. The proposed rear yards for the buildings facing Page Street will be elevated due to the slope of the block and be part of the lower units in each building. This allows the rear yard to be accessible to a residential unit and creates an open space buffer between the new buildings and the north adjacent 410 Steiner multi-family building. The 410 Steiner Street building is situated on the hill above our Page Street site.



7/31/2014

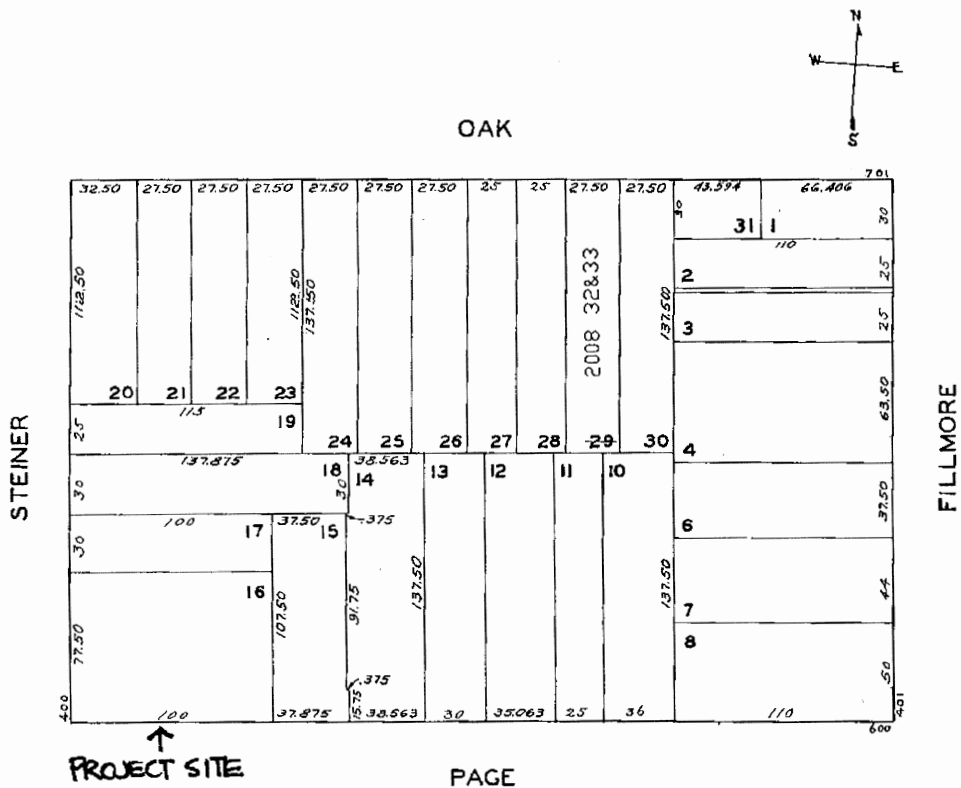
12.0909D

© COPYRIGHT SAN FRANCISCO  
CITY & COUNTY ASSESSOR 1995

843  
W A BLK. 370

Revised 2008

LOTS MERGED  
Lots 5 - 4 - 1944  
9 - 8 - "  
lot 29 into lots 32&33 for 2008 roll



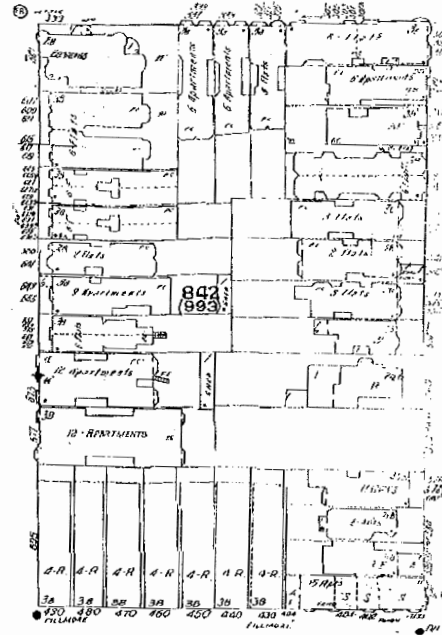
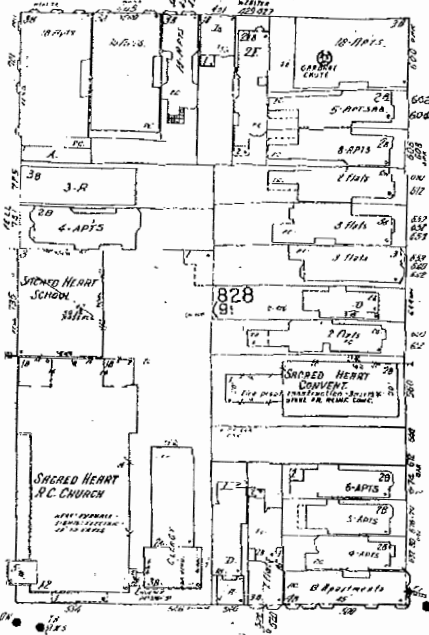
12.0909D

THESE LAYDOWN MAPS ARE DATED TO THE MID 1990'S  
USE ONLY FOR HISTORICAL CONTEXT

342

350

WEBSTER



349

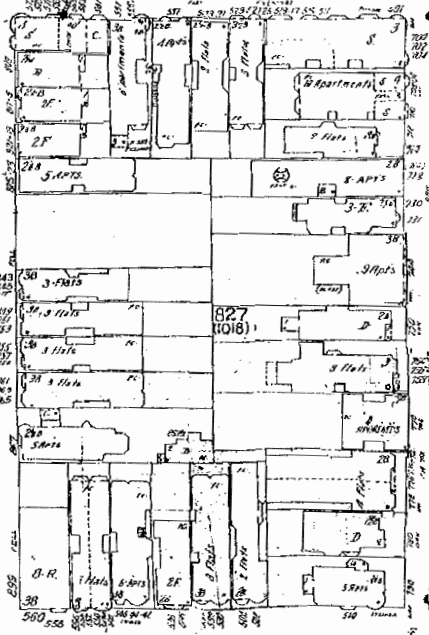
FILLMORE



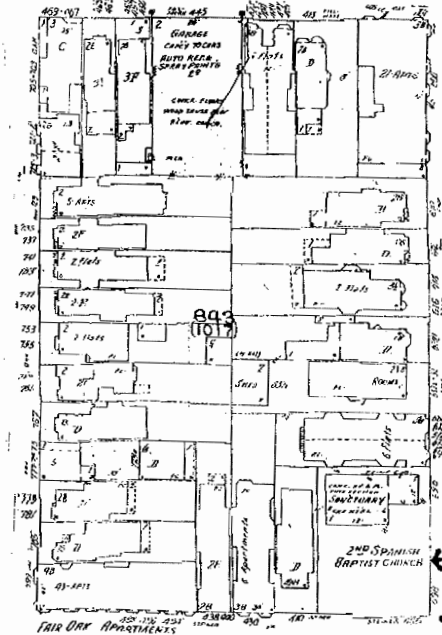
68' 9" wide

351

FELL



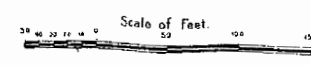
OAK



PAGE

STEINER

359



2797

**690 Page Street**

**Neighborhood Meeting, Sat. April 19, 2014 10:00 AM**

**Held at Cafe International, 508 Haight St.**

**Notes and questions**

**1. Question regarding the side setback in building adjacent to existing building at 668-678 Page. Neighbor has some pipes in lightwell and is concerned about access for maintenance.**

There are side setbacks on our project matching lightwells of adjacent property.

**2. What is the timeline for the project?**

We estimate that it will take 6-8 months to get approvals and permits, and 16-18 months for the construction phase.

**3. Question about curb cuts, a) is it possible to minimize the number of cuts? b) can the curb cuts be aligned in some way to minimize the loss of street parking.**

Due to the configuration of the lots, one curb cut per lot is necessary. We have attempted to minimize the loss of street parking by pairing the curb cuts where possible, and slightly offsetting the curb cut from the garage door.

**4. Concern about noise from people in roof deck.**

The roof deck is provided to meet the open space requirement.

NEIGHBORHOOD MEETING, SATURDAY APRIL 18, 2014  
INTERNATIONAL CAFE - SIGN-IN SHEET

<u>NAME</u>	<u>ADDRESS</u>	<u>EMAIL</u>	<u>PHONE</u>
GARY GEE	98 BRADY ST SF. CA 94103	ggee@garygee.com	863-8881
LAWRENCE LI	448 WALLER APT 9	lawrence@bureauof.com	683-6931
Steven Olbush	345 - Fillmore St	sven.edward@gmail.com	577-1827
Arlene Borick	431 Steiner St	atborick@gmail.com	621-5935
EUN lee	1829 Steiner St	anykeewaller@yahoo.com	290-3851
GREG	546 Steiner	kzyder@yahoo.com	415-554-0533
TARA	546 Steiner	tara@faludi.com	415-632-3350
DAVID STALLWOOD	665 PAGE ST	dastallwood@yahoo.de	
Bob Avittal	410 STEINER	BAVITTAL@YAHOO.COM	
Chris Beahn	674 Page	cbeahn@yahoo.com	

**Gary Gee**

---

**From:** Amy Lee <amyleegov@gmail.com>  
**Sent:** Thursday, May 01, 2014 2:30 PM  
**To:** Lawrence Li  
**Cc:** Gary Gee; Victor Quan  
**Subject:** 690 Page Follow Up

Lawrence

Thanks so much for coming (and helping me coordinate the meeting!) to discuss 690 Page Street. I just wanted to follow up and thank you. Also, I believe that you asked for the sidewalk and vertical view of the elevations. I will have Gary forward a pdf of that information to you as soon as he can.

Thanks again. Please keep in touch.

Best,

Amy

Focus Consulting, Inc.  
991 Mission Street  
San Francisco, CA 94103  
Cell: 415-290-3051  
Email: [amyleegov@gmail.com](mailto:amyleegov@gmail.com)



Architecture/Planning/Interiors

98 Brady Street, #8 San Francisco, CA 94103-1239

Tel: 415/863-8881 Fax: 415/863-8879

June 16, 2014

Mr. Lawrence Li  
498 Waller Street, Apt #9  
San Francisco, CA 94117

**RE: 690 Page Street Street Elevation Drawings  
San Francisco, CA**

Dear Mr. Li:

Amy Lee informs me you had request copies of the 690 Page Street Elevation Drawings.  
Attached are two (2) architectural drawings:

- Sheet A3.0 dated February 18, 2014 of the Page Street combined elevations and the rear yard elevations.
- Sheet A3.2 dated February 10, 2014 of the Steiner Street elevation for the 698 Page corner building.

These street elevations were reviewed by the Planning Department.

Very truly yours,

A handwritten signature in black ink, appearing to read "Gary Gee". The signature is stylized with loops and a long horizontal stroke at the bottom.

Gary Gee, AIA

cc: Amy Lee

P:\12-010\690PageNeighborLLi6-16-14

12.0909D



Architecture/Planning/Interiors

98 Brady Street, #8 San Francisco, CA 94103-1239

Tel: 415/863-8881 Fax: 415/863-8879 www.garygee.com

June 3, 2014

Mr. Michel Bechirian  
678 Page Street  
San Francisco, CA 94117

**RE: 690 Page Street  
San Francisco, CA**

Dear Mr. Bechirian:

Thank you for meeting with the project sponsors and myself on Saturday, April 19, 2014 at the International Café on Haight Street.

During this neighborhood meeting you expressed concern over the privacy from the propose roof deck at 680-682-684 Page Street building. We are asking to meet with you from your unit to see if there is any way for us to locate this roof deck to create more privacy. Please contact me at your earliest convenience.

Very truly yours,

A handwritten signature in black ink, appearing to be "Gary Gee", written over a circular scribble.

Gary Gee, AIA

cc: Victor Quan  
Urbano Ezquerro

P:\12-010\690PageMBechirian6-3-14

## 690 PAGE STREET PROJECT MEETING WITH EAST NEIGHBORS

DATE: THURSDAY, JUNE 12, 2014

TIME: 7:00PM

LOCATION: MICHEL BECHIRIAN RESIDENCE; 678 PAGE STREET

ATTENDEES: MICHEL BECHIRIAN, CHRIS BEAHN, GARY GEE

### Items discussed:

1. We discussed the location of the 680-682-684 Page Street roof deck. Gary Gee said the size of the roof deck was determined by planning regulations (15 sq ft?). This made it hard to minimize the impact of the deck because there weren't many viable alternatives to locate the deck. Michel said the location whether in the rear or front of the building; the location would not make a difference in the amount of privacy to his unit – Roof top access would provide sight lines into bedrooms, bathrooms and living areas. He can hear noise and music from the tenants when there is a party at the Steiner Street building. I asserted the design of the project – maximizing the number of condo units that could be built on the lot, was the problem. The lot size allows for three buildings with adequate outdoor space without the need for roof decks. A fourth building introduces multiple issues.

A. Gary Gee suggested the project sponsor can create allowable hours for the use of the roof deck in the CCNR's of the new building.

Chris and I asked how this could be enforced in reality.

2. Michel said his wife is a graphic artist and works mostly from home. This is main concern for the loss to light and privacy to his top floor unit.

3. Michel asked if the project sponsor is willing to move the east lightwell wall south to align with his lightwell to allow more light into his master bedroom.

A. Gary Gee said he will ask the project sponsors to consider this change.

4. Michel asked what will be the height of the new adjacent building relative to the height of his building.

A. Gary Gee said the new building will be approximately five feet (5') lower than the current roof lightwell edge of the 678 Page Street building.

5. Michel said the proposed new building at 680-682-684 Page Street will impact his building negatively and lose value.

Clarification: While the proposed project may have a negative effect on the value of the building's west facing units, my primary concern is the proximity of the new building which will encroach on our privacy, and greatly restrict the quality and quantity of light to our units.

6. Michel and Chris ask commented about the time for construction of this project. They wanted to know if the adjacent structure will be built first.
  - A. Gary Gee said the 680-682-684 Page Street structure will be built first. He was not heard the project sponsor indicate whether all the structures will be built at once.
  - B. Gary Gee will confirm with the project sponsor on the schedule of construction.
7. Michel requested clarification the location and height of the fire place flues on the roof.
  - A. Gary Gee will confirm the height and location of these three flues.
8. We agreed the 680-682-684 Page east lightwell will be white in color.
9. Gary Gee suggested that it would be in Michel and Chris's best interest to submit a request for a Discretionary Review. This would ensure their concerns were documented and considered, and may allow an opportunity to reach an agreement with the project owners.
10. Gary Gee asked Michel and Chris if they would consider not submitting a DR if the project sponsor made changes to the design that could be signed by all parties and submitted to SF Planning. Chris and I were non-committal in the absence of any documented change to the plans.

**Gary Gee**

---

**From:** Michel Bechirian <mbussfo@yahoo.com>  
**Sent:** Thursday, July 10, 2014 8:43 AM  
**To:** Gary Gee  
**Cc:** cbeahn@yahoo.com  
**Subject:** Re: 690 Page Street  
**Attachments:** 690 PAGE STREET PROJECT MEETING WITH EAST NEIGHBORS\_MB.pdf

Gary,

Thank you for the notes. I have added some comments and included a couple of points you missed.

Regards,  
 Michel

---

**From:** Gary Gee <GGee@garygee.com>  
**To:** Michel Bechirian <mbussfo@yahoo.com>  
**Cc:** "cbeahn@yahoo.com" <cbeahn@yahoo.com>  
**Sent:** Friday, July 4, 2014 10:10 AM  
**Subject:** RE: 690 Page Street

Michel:

Thank you for your response. I have attached my meeting notes from our June 12, 2014 meeting at your unit.

If you have any other questions or need additional information, please contact me.

Gary Gee, AIA

---

**From:** Michel Bechirian [mailto:mbussfo@yahoo.com]  
**Sent:** Wednesday, July 02, 2014 10:36 PM  
**To:** Gary Gee  
**Cc:** cbeahn@yahoo.com  
**Subject:** Re: 690 Page Street

Gary,

Unfortunately we haven't had the opportunity to discuss, but I have discussed with my wife, and we believe it is in our best interest to request a DR of the project. I will submit the paperwork tomorrow.

Regards,  
 Michel

On Jul 2, 2014, at 5:15 PM, Gary Gee <ggee@garygee.com> wrote:

Michel:

I am inquiring if you have contacted Chris to discuss the proposed light well revision? It is the preference of the project sponsors to file an agreed revision with the Planning Department prior to the end of the 30 day notification period.

Gary Gee, AIA

Gary Gee Architects, Inc.  
98 Brady Street #8  
San Francisco, CA 94103-1239  
Tel: 415.863.8881 Fax: 415.863.8879  
Email: [ggee@garygee.com](mailto:ggee@garygee.com)  
[www.garygee.com](http://www.garygee.com)

**Gary Gee**

---

**From:** Gary Gee  
**Sent:** Saturday, June 14, 2014 12:20 PM  
**To:** 'mbussfo@yahoo.com'; 'cbeahn@yahoo.com'  
**Subject:** 690 Page Street Neighbor Meeting

Michel & Chris:

Thank you for meeting with me last Thursday, June 12, 2014 at your 678 Page Street property. I sent an email and telephone message to Victor Quan. He is out of town this weekend but I expect to hear from him regarding your proposed east lightwell revision. I should hear from him on Monday. Thank you for your patience in this matter.

Gary Gee, AIA

Gary Gee Architects, Inc.  
98 Brady Street #8  
San Francisco, CA 94103-1239  
Tel: 415.863.8881 Fax: 415.863.8879  
Email: [ggee@garygee.com](mailto:ggee@garygee.com)  
[www.garygee.com](http://www.garygee.com)

# REUBEN, JUNIUS & ROSE, LLP

November 4, 2014

## By Hand Delivery

President Cindy Wu  
San Francisco Planning Commission  
1650 Mission Street, Suite 400  
San Francisco, CA 94103

**Re: 690 Page Street Discretionary Review Request  
Planning Case No. 2012.0909  
Our File No.: 8723.01**

Dear President Wu and Commissioners:

This office represents Page Steiner Associates LLC, sponsor of a small residential infill development consisting of the construction of four residential buildings (the "Project") on a 7,749 sq. ft. lot located at the northeast corner of Steiner and Page Streets (the "Property"). Supported by the vast majority of neighboring residents, the Project will transform an underutilized lot into much-needed family housing, including a three-bedroom below market rate ("BMR") unit. There are no exceptional or extraordinary circumstances associated with this fully code-compliant infill residential project that warrant discretionary review. We look forward to presenting the Project to you on November 13.

### **A. Project Description**

The proposed project will remove an existing above-grade asphalt parking lot and vacant and deteriorated single-story structure most recently used by a prior owner for assembly space. It will construct four multi-family buildings with three dwelling units in each, for a total of twelve (12) dwelling units, including an on-site BMR unit. Each unit will have three bedrooms, and each building will be a maximum of 40 feet in height.

The Project is completely code-compliant; it requires no exceptions or variances from the Planning Code. The Project is located in an RM-1 Zoning District, which permits up to three dwelling units on each parcel. Due to the uniquely large site for this neighborhood, Project sponsor will subdivide the Property into four parcels, creating a fine-grained development of four separate structures that is not only consistent with prevailing neighborhood character in the project area, but also brings the Project into the Affordable Housing Program.

James A. Reuben | Andrew J. Junius | Kevin H. Rose | Daniel A. Frattin

Sheryl Reuben<sup>1</sup> | David Silverman | Thomas Tunny | Jay F. Drake | John Kevlin

Lindsay M. Petrone | Melinda A. Sarjapur | Mark H. Loper | Jody Knight | Jared Eigerman<sup>2,3</sup> | John McInerney III<sup>2</sup>

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

One Bush Street, Suite 600  
San Francisco, CA 94104

tel: 415-567-9000  
fax: 415-399-9480

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

Project plans and renderings are attached as **Exhibit A**. Existing site and surrounding area conditions are attached as **Exhibit B**.

**B. Benefits of the Project**

The benefits of the Project include the following:

1. Provision of 12 new family-sized housing units on a uniquely large development site for this neighborhood that is consistent with the General Plan, the Planning Code, the Residential Design Guidelines, and the City's goal of 30,000 building new dwelling units by 2020;
2. By subdividing the Property into four lots in a zoning district that permits three dwelling units per lot, the Project will comply with the Affordable Housing Program, and Project sponsor has elected to provide a three-bedroom on-site affordable unit;
3. The Project converts an underutilized site containing a large asphalt parking lot and a dilapidated single-story vacant structure into sustainably-designed housing that is consistent with the existing development pattern of the neighborhood and "completes" the block face;
4. Project sponsor has conducted extensive neighborhood outreach and has the support of a vast majority of its neighbors, and redesigned project features to address the DR requestor's stated concerns. Project sponsor is especially sensitive to the Project's impact on the community: one of its principals lives directly across Steiner Street from the site with her family.

**C. Project Sponsor's Neighborhood Presence, Outreach and Support**

The Project sponsor has a unique presence in the neighborhood and a distinct interest in ensuring the Project is appropriate for the community. Project sponsor is a partnership between Victor Quan and Arlene Borick. Ms. Borick actually lives with her family directly across Steiner Street from the property in a home they have occupied since 1990. They will look out their front window onto the Project. It goes without saying Project sponsor is especially sensitive to the Project's scale and design.

Neighborhood outreach concerning the Project began nearly two (2) years ago. Project sponsor held the pre-application neighborhood meeting on January 24, 2013, and an additional outreach meeting on April 19, 2014 at the request of the Lower Haight Merchants Association.

Additionally, the principals have reached out to and held numerous one-on-one meetings with neighbors and community members. Sixteen (16) neighbors signed letters pledging support for the Project, including the immediate neighbor to the north, neighbors from each of the buildings across Steiner Street from the Property, and neighbors from two of the buildings across Page Street from it. A map showing neighborhood support by location, as well as copies of these letters, are attached as group **Exhibit C**. Indeed, the DR requestor only occupies one of the six units in the adjacent building; as of this writing and to the best of our knowledge, he is the only person who has voiced opposition to Project sponsor or to Planning Department staff.

**D. Changes to the Project Addressing DR Requestor's Stated Complaints**

Project sponsor has undertaken a number of different design changes to the easternmost building in order to address the DR requestor's stated concerns regarding views, light, and air. These design changes are explained in detail in the letter attached as **Exhibit D**, and summarized below:

1. The Project's light wells are designed to align completely with the neighboring property's existing light wells, providing more than adequate light and air to the neighboring property. Project sponsor originally proposed an 18-foot light well extending southward from the rear of the easternmost building, but the DR requestor complained it was not long enough. Project sponsor extended this light well southward an additional 7.25 feet. Combined with a second 5' light well further south that matches a smaller light well on the adjacent building, more than half of the building's eastern wall will be set back from the property line.
2. In response to concerns about privacy, the easternmost building's rooftop deck—necessary to meet the Planning Code's open space requirement—was moved against its western property line, and is located as far as possible from the east property line.
3. In order to minimize projections at the roof level, rooftop fireplace flues are no longer part of the building's design.
4. Project sponsor also made additional non-structural design changes, including painting the large northeast light well white and locating a cyclone fence along the east side of the rear yard fence line to allow more light onto the neighboring property.

The DR requestor has made the unusual request that the Project's design be entirely re-oriented from Page Street to Steiner. The DR requestor has not identified any exceptional or extraordinary circumstances that would compel this result. Additionally, this is not feasible or

desirable, particularly after more than two years of planning. Re-orienting would only permit a three-lot subdivision, limiting the Project's permitted number of dwelling units and sending the Project out of the Inclusionary Housing Program. Requiring the project to front Steiner Street would therefore eliminate a three-bedroom inclusionary housing unit ideal for a qualifying family. Also, due to the relatively steep downward slope along Steiner Street, a project fronting Steiner would actually result in a taller massing along that street by up to 10 feet, with no corresponding reduction along Page Street. Please refer to sheets A.3.2 and A.3.2.1 for massing diagrams.

**E. The Project is Consistent with Prevailing Neighborhood Character**

The Project is designed to be consistent with the prevailing character of the neighborhood. As noted above, the Project is completely code-compliant, meeting requirements for which variances are often sought such as rear yard, open space, and dwelling unit exposure. The City has enacted a policy designed to promote the construction of new family housing, and the Project as designed will do just that.

Project sponsor is committed to building homes with three bedrooms, which is an uncommon if not wholly unique approach to a new housing project in San Francisco. Like many of the buildings adjacent to the Property—including the entire block face across Page Street—the Project's buildings will be constructed to their side lot line, except for the easternmost building's light wells. Because the Project will result in relatively narrow 25-foot by 77.5-foot lots, requiring a side setback would substantially reduce the size of units and could require eliminating bedrooms. Maintaining code compliance, Project sponsor is not attempting to add space in the rear yard through a variance.

Additionally, Project sponsor worked with Planning Department staff to design each building to maintain neighborhood scale along Page Street. Each building is designed to differentiate from the others and acknowledge the existing proportions and architectural massing features of the block and the neighborhood. Although the Project will eliminate an existing parking lot, it will maintain 12 of 13 off-street parking spaces. In addition, the project architect worked with the Planning staff to minimize the loss of street parking with optimal new driveway placements. Only one (1) curb space is lost. Bicycle parking is provided in each garage. The design emphasis of stoop entries for each building reinforces the existing residential entrance patterns along the block face, and creates visual interest at the pedestrian level of the buildings.

**F. Conclusion**

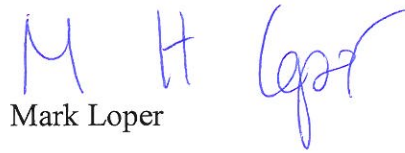
Exercising discretionary review is a special power of the Commission limited to projects with exceptional and extraordinary circumstances. Simply, that is not the case for this fully code-compliant project. The poor condition of the lot is out of character with the rest of the neighborhood. The Project will transform an underutilized and vacant site into family-oriented

President Wu and Commissioners  
November 4, 2014  
Page 5

housing that “completes” the block, respects the prevailing neighborhood character, and addresses the City’s housing crisis. Project sponsor is and will continue to be an active part of the community, and has widespread support from owners and renters alike. Project design has been changed to address the DR requestor’s concerns, and requires no special exceptions from the Planning code. For these reasons, we request you do not undertake discretionary review and approve the Project.

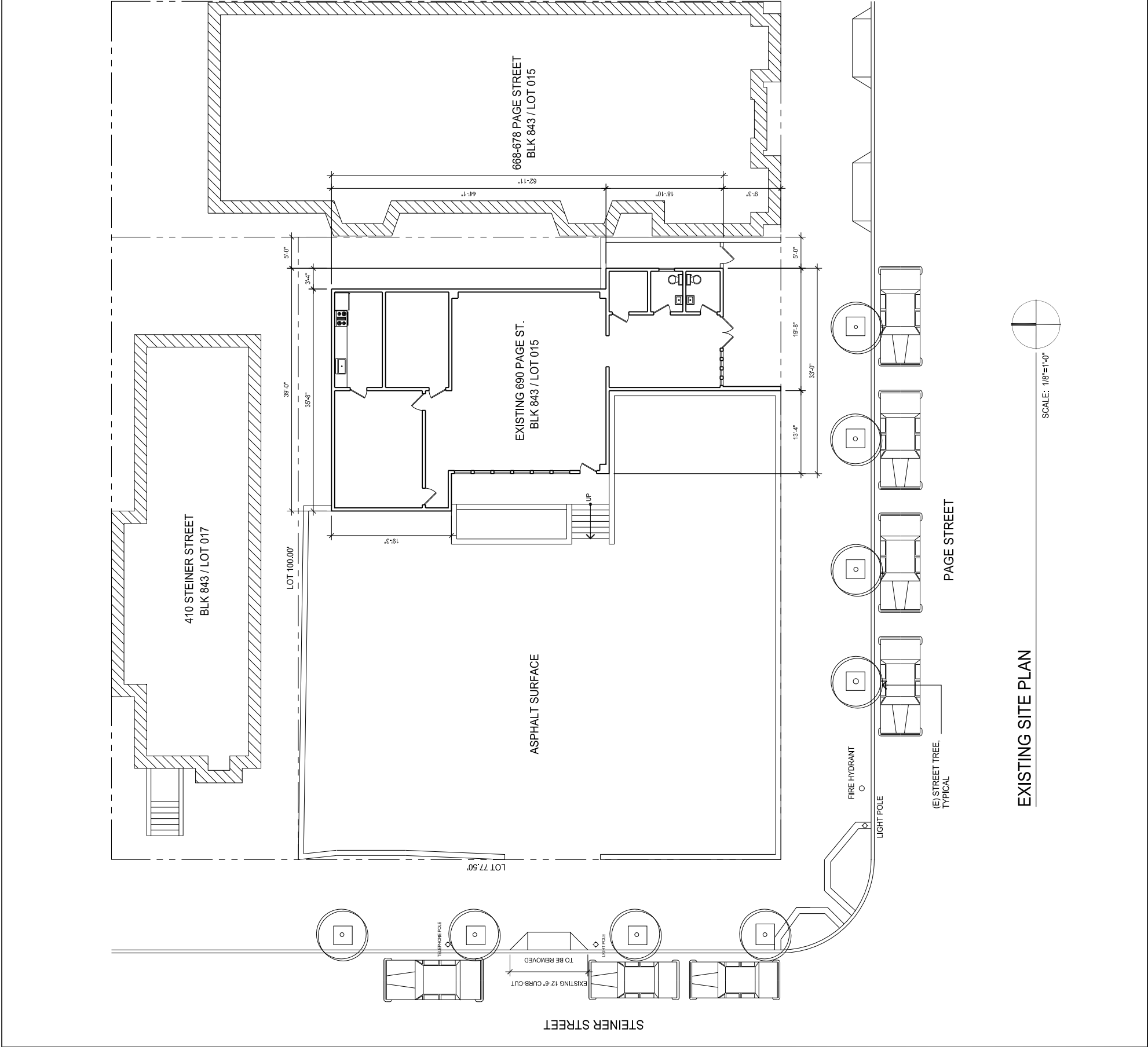
Very truly yours,

**REUBEN, JUNIUS & ROSE, LLP**

  
Mark Loper

Enclosures

cc: Vice President Rodney Fong  
Commissioner Michael Antonini  
Commissioner Rich Hillis  
Commissioner Christine D. Johnson  
Commissioner Kathrin Moore  
Commissioner Dennis Richards  
Jonas P. Ionin – Commission Secretary  
Christine Lamorena – Planning Department Staff  
Arlene Borick  
Victor Quan



VICINITY MAP		<div>690</div> <div>Page Street Project</div> <div>Building 680-684 Page Street Building 686-690 Page Street Building 692-696 Page Street Building 698 Page Street, - Units #1, #2, &amp; #3 A Condominium Project</div> <div>San Francisco • California</div>	
<div><div><div>GARY</div><div>G E E</div><div>A I A</div></div><div>GARY GEE ARCHITECTS, INC. 98 Brady Street, #8 San Francisco, CA 94103 Tel 415-863-8881 Fax 415-863-8879</div></div>		<div><small>COPYRIGHT 1984-2011 BY GARY GEE ARCHITECTS, INC. ALL RIGHTS RESERVED. THESE DOCUMENTS ARE NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE PRIOR WRITTEN PERMISSION OF GARY GEE ARCHITECTS, INC.</small></div>	
<div>PROJECT INFORMATION</div>		<div>Project No. 12-010</div> <div>Date 01-10-12</div>	
<div>PROJECT ADDRESS:</div> <div>PROJECT DESCRIPTION:</div> <div>BLOCK / LOT:</div> <div>ZONING DISTRICT:</div> <div>CONSTRUCTION TYPE:</div>		<div>690 PAGE STREET PROJECT, SAN FRANCISCO, CA</div> <div>4 BUILDINGS CONSISTING OF 3 UNITS OF CONDOMINIUMS IN A 3-STORY OVER GARAGE RESIDENTIAL BUILDING.</div> <div>BLOCK 0843 / LOT 016</div> <div>RM-1</div> <div>TYPE I-A, WITH AUTOMATIC SPRINKLER SYSTEM</div>	
<div>SCOPE OF WORK</div>		<div>SUB-DIVIDE EXISTING LOT INTO 4 SEPARATE LOTS OF 25' X 77'-6". CONSTRUCT 4 NEW BUILDINGS OF 3 UNITS OF CONDOMINIUMS OVER A GARAGE.</div>	
<div>GENERAL NOTES</div>		<div>ALL WORK SHALL BE PERFORMED IN CONFORMANCE WITH 2010 CALIFORNIA BUILDING CODE (CBC) AND SAN FRANCISCO AMENDMENTS, APPLICABLE PORTIONS OF CALIFORNIA TITLE 24 AND ALL STATE AND FEDERAL LAWS, REGULATIONS AND BUILDING CODES.</div>	
<div>DRAWING INDEX</div>		<div>VICINITY MAP, PROJECT INFORMATION, SCOPE OF WORK, DRAWING INDEX</div> <div>EXISTING ELEVATIONS</div> <div>PROPOSED SITE PLAN</div> <div>FLOOR PLANS</div> <div>FLOOR PLANS</div> <div>FLOOR PLANS</div> <div>FLOOR PLANS</div> <div>ELEVATIONS</div> <div>ELEVATIONS</div> <div>ELEVATIONS</div> <div>ELEVATIONS</div> <div>SECTION</div>	
<div>Existing Site Plan (Scheme 5)</div> <div>Scale: 1/8" = 1'-0"</div>		<div>A1.0</div> <div>A1.1</div> <div>A1.2</div> <div>A2.0</div> <div>A2.1</div> <div>A2.2</div> <div>A2.3</div> <div>A3.0</div> <div>A3.1</div> <div>A3.2</div> <div>A3.3</div> <div>A4.0</div>	
<div>A1.0</div>		<div>A1.0</div>	

Page Street  
Project

Building 680-684 Page Street  
Building 686-690 Page Street  
Building 692-696 Page Street  
Building 698 Page Street, -  
Units #1, #2, & #3  
A Condominium Project

San Francisco • California

GARY  
GEE  
AIA

GARY GEE ARCHITECTS, INC.  
98 Brady Street, #8  
San Francisco, CA 94103  
Tel 415/863-8881  
Fax 415/863-8879

©COPYRIGHT 1984 • 2013 BY GARY GIE  
ARCHITECTS, INC. ALL RIGHTS RESERVED.

THESE DOCUMENTS ARE NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY PROJECTS OR PURPOSES WHATSOEVER, WITHOUT THE PRIOR SPECIFIC WRITTEN AUTHORIZATION OF GARY ZEE ARCHITECTS, INC.

Project No.	Date
12-010	01.10.12

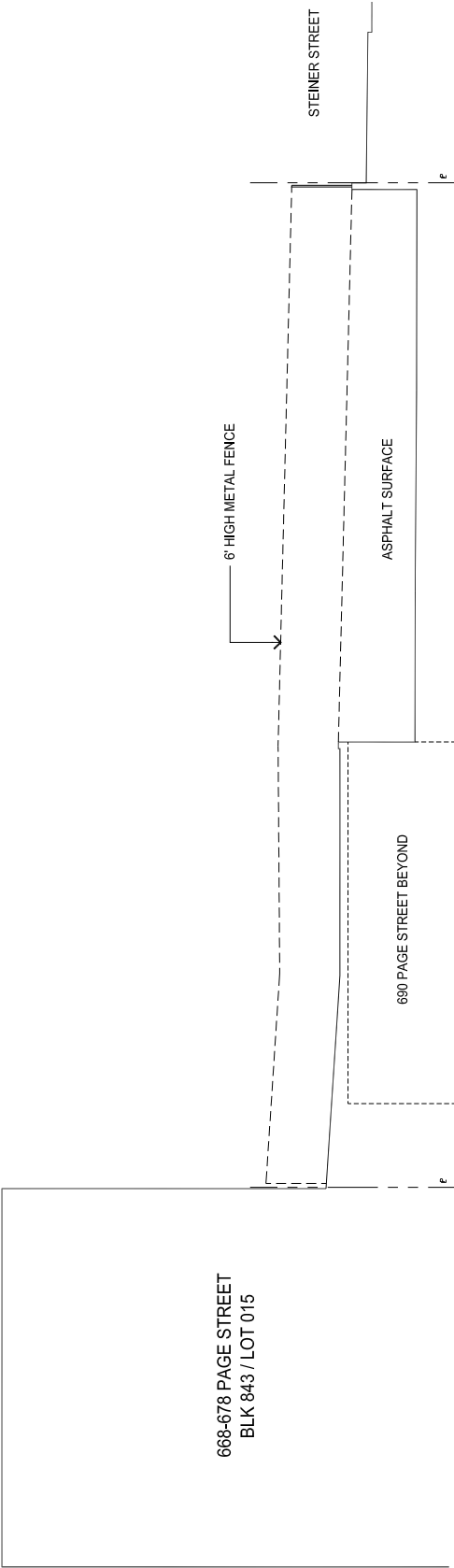
Revisions

D.	Issue / Date
	ISSUED FOR REVIEW 04.16.12
	ISSUED FOR REVIEW 06.06.12
	ISSUED FOR REVIEW 08.22.13
	REVISION PER CITY COMMENT 11.04.13
	REVISION PER PLANNING 02.03.14
	REVISION PER PLANNING 02.10.14
	DR SUBMITTAL 11.04.14

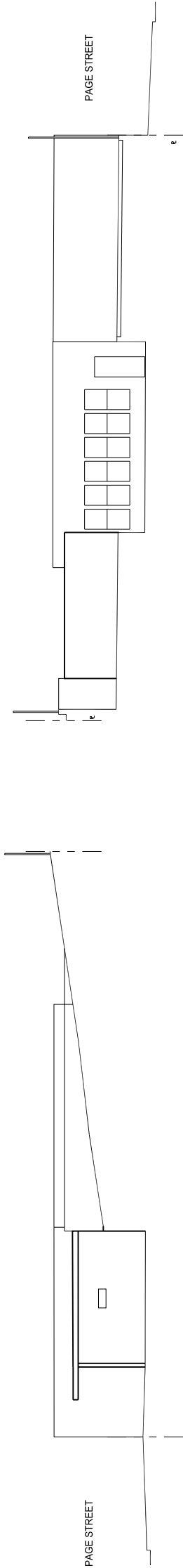
(E) Elevations  
(Scheme 5)

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

# A1.1

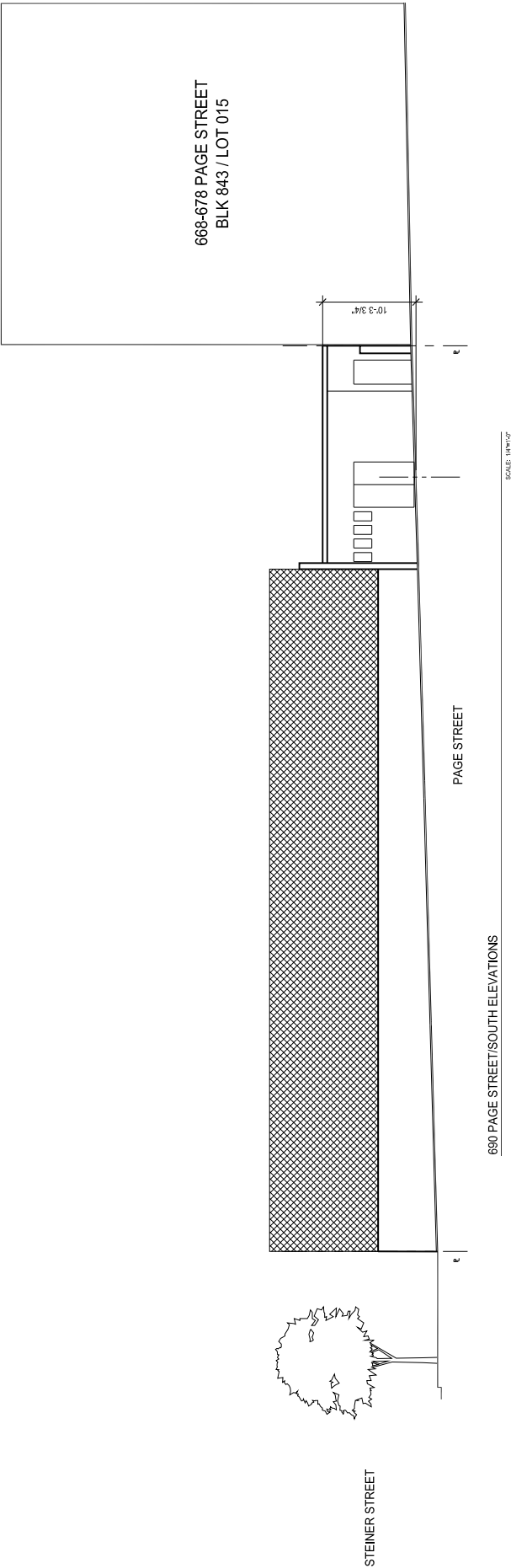


690 PAGE STREET/NORTH ELEVATIONS



3690 PAGE STREET/EAST ELEVATIONS

690 PAGE STREET WEST ELEVATIONS



690 PAGE STREET/SOUTH ELEVATIONS

SCALE: 1/4"=1'-0"



Page Street  
Project  
Building 680-684  
Page Street

A Condominium Project

---

San Francisco • California

**GARY  
GEE  
AIA**

**GARY GEE ARCHITECTS, INC.**  
98 Brady Street, #8  
San Francisco, CA 94103  
Tel 415/863-8881  
Fax 415/863-8879

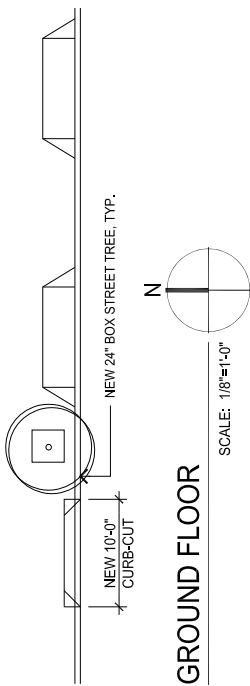
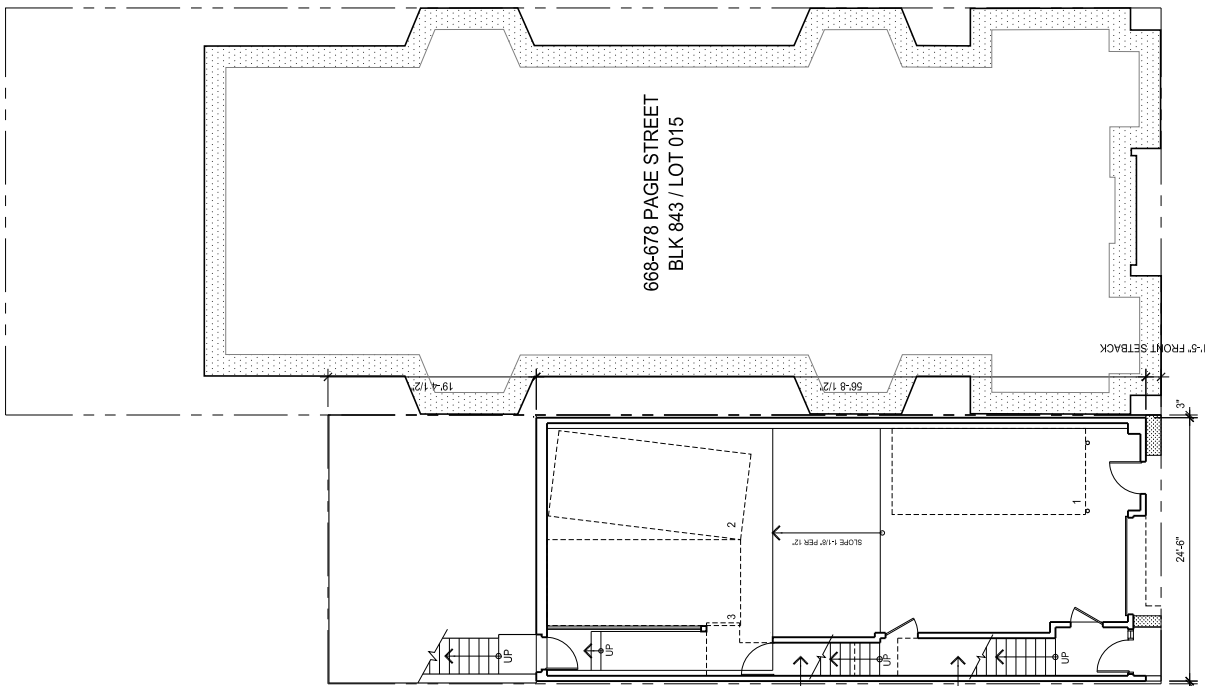
©COPYRIGHT 1984 - 2011 BY GARY GEE  
ARCHITECTS, INC. ALL RIGHTS RESERVED.  
DRAWINGS AND SPECIFICATIONS, AS  
INSTRUMENTS OF PROFESSIONAL SERVICE, ARE  
THE PROPERTY OF GARY GEE ARCHITECTS,  
INC. THESE DOCUMENTS ARE NOT TO BE LOANED, IN  
WHOLE OR IN PART, FOR ANY PROJECTS OF  
ANY PURPOSES WHATSOEVER, WITHOUT THE PRIOR  
WRITTEN AUTHORIZATION OF GARY  
GEE ARCHITECTS, INC.

[illegible]

## Floor Plan (Scheme 5)

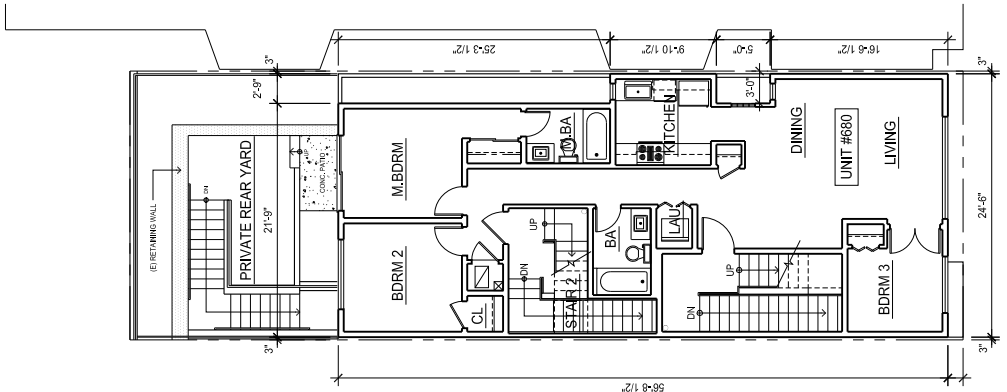
Scale: 1/8" = 1'-0"

# A2.0



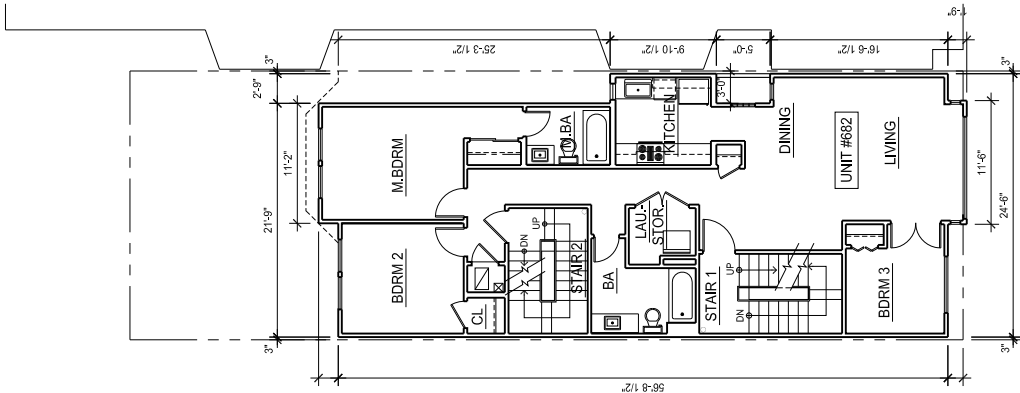
## GROUND FLOOR

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



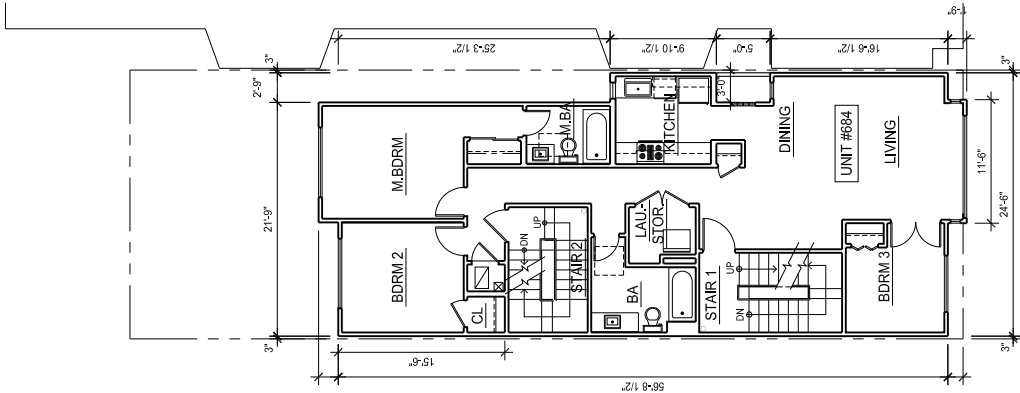
## SECOND FLOOR

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



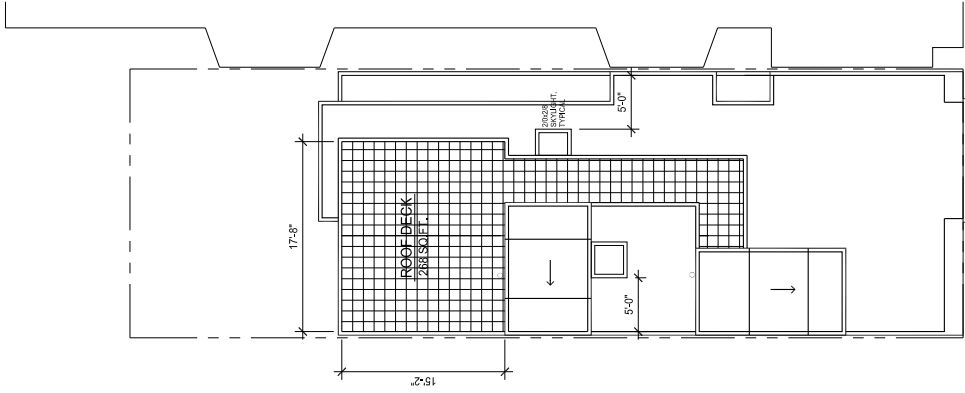
## THIRD FLOOR

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



FOURTH FLOOR

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



ROOF

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

NOTE: PROVIDE 50% OF FRONT SETBACK SURFACE WITH PERMEABLE MATERIAL PER PLANNING CODE SECTION 132 (g). IN ADDITION, A MINIMUM OF 20% FRONT SETBACK SHALL BE LANDSCAPED. THIS CAN BE DEDUCTED FROM THE PERMEABILITY REQUIREMENT.





A Condominium Project

---

San Francisco • California

©COPYRIGHT 1984 - 2011 BY GARY GEE  
ARCHITECTS, INC. ALL RIGHTS RESERVED.  
DRAWINGS AND SPECIFICATIONS, AS  
INSTRUMENTS OF PROFESSIONAL SERVICE, ARE  
THE PROPERTY OF GARY GEE ARCHITECTS,  
INC. AND SHALL REMAIN THE PROPERTY OF THE  
ARCHITECT.

## A2.3

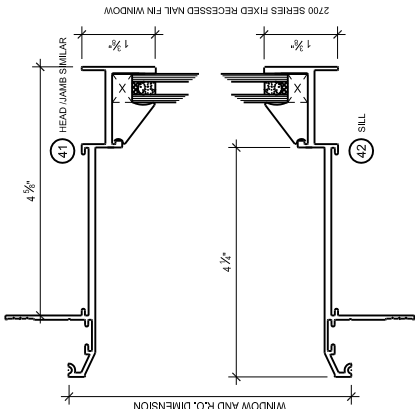


DETAILS: 700R RECESSED FIXED AND PROJECTED  
( AT PAGE STREET FACADE )

DETAIL 41,42

BONELLI WINDOWS & DOORS  
2700 SERIES FIXED RECESSED NAIL FIN WINDOW

2700 SERIES FIXED RECESSED NAIL FIN WINDOW



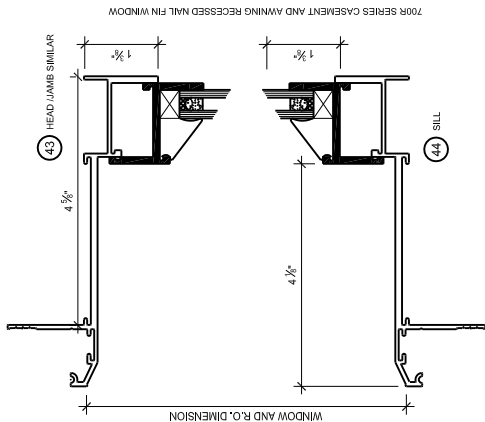
## FACADE MATERIALS

- |     |   |
|-----|---|
| 1.  | PANIED 'SMOOTH' PANEL CANOPY                    |
| 2.  | METAL 'TOWELED 'SMOOTH' CEMENT PLASTER          |
| 3.  | PANIED 'SMOOTH' 1'x6 SIDING, TYPICAL            |
| 4.  | METAL WINDOW, TYPICAL                           |
| 5.  | 1'x6' STONE PANEL, 'SANDSTONE TEXTURE'          |
| 6.  | PANIED METAL DOOR                               |
| 7.  | STAINED WOOD SECTIONAL GARAGE DOOR              |
| 8.  | ALUMINUM FRAME / DOOR WITH TEMPER GLASS PANEL   |
| 9.  | GALVANIZED METAL CANOPY WITH TEMPER GLASS PANEL |
| 10. | PANIED METAL RAILING                            |
| 11. | 18" X 6" BLOCK-PANEL 'SMOOTH FACTORY PAINTED    |
| 12. | STAINED WOOD CANOPY                             |
| 13. | PANIED 1'x4 TRIM                                |
| 14. | 6" DIA. METAL PIPE                              |

DETAIL 43,44

BONELLI WINDOWS &amp; DOORS

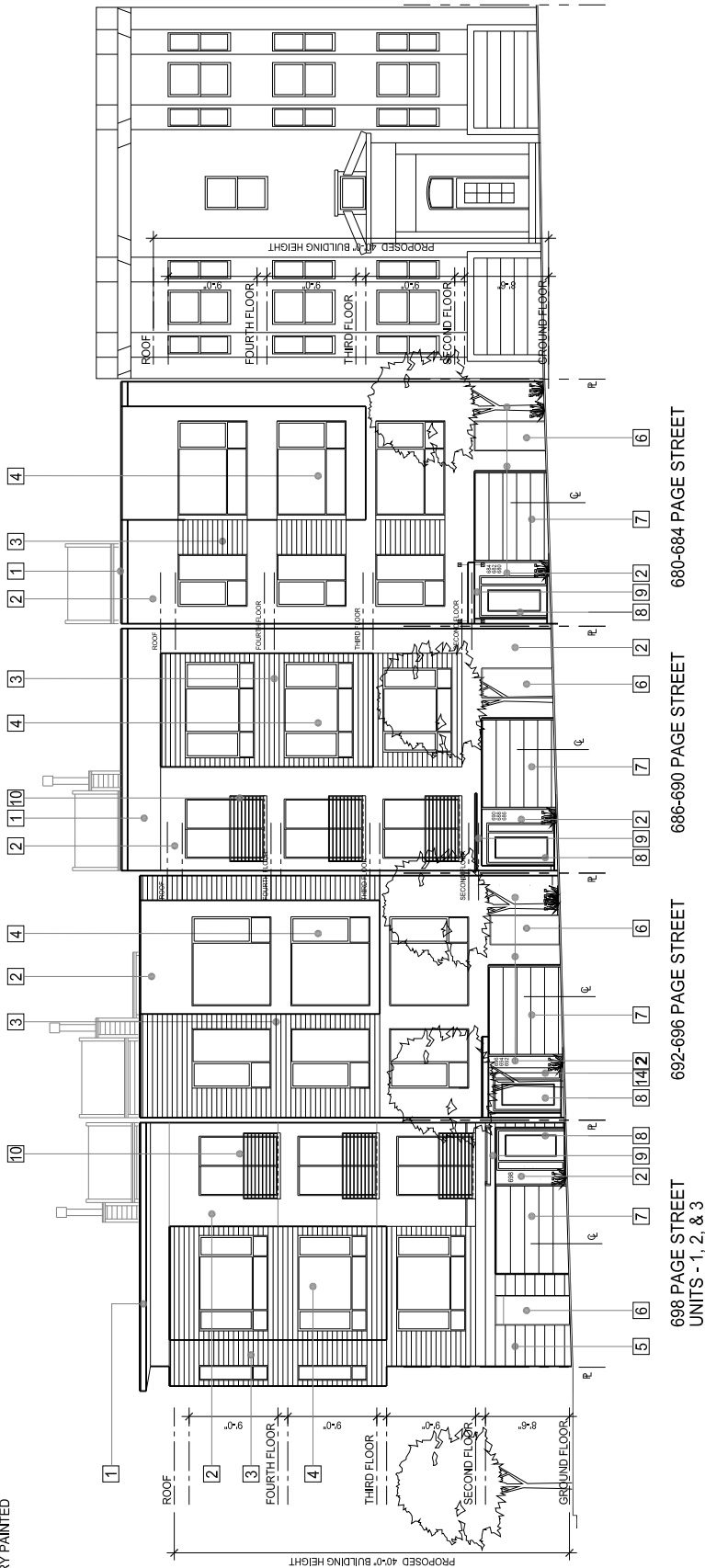
2700 SERIES CASEMENT AND AWNING RECESSED NAIL FIN WINDOW



Architectural drawings of three building elevations, labeled 680-684 PAGE STREET, 684-690 PAGE STREET, and 690-696 PAGE STREET. The drawings show the front elevations of the buildings, including the roof, fourth floor, third floor, second floor, and ground floor. The drawings are oriented with the street frontage on the right. The drawings include section lines 1-1, 2-2, 3-3, 4-4, and 11-11, and a north arrow. The drawings also show the location of the buildings relative to the street frontage, with the buildings numbered 680-684, 684-690, and 690-696. The drawings are oriented with the street frontage on the right.

## 690 PAGE STREET REAR ELEVATIONS

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



## 690 PAGE STREET/SOUTH ELEVATIONS

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

069

Page Street  
Project

Building 680-684 Page Street  
Building 686-690 Page Street  
Building 692-696 Page Street  
Building 698 Page Street, -  
Units #1, #2, & #3  
A Condominium Project

San Francisco • California

GARY  
GEE  
AIA

**GARY GEE ARCHITECTS, INC.**  
98 Brady Street, #8  
San Francisco, CA 94103  
Tel 415/863-8881  
Fax 415/863-8879

©COPYRIGHT 1984 • 2013 BY GARY GIE  
ARCHITECTS, INC. ALL RIGHTS RESERVED.

THESE DOCUMENTS ARE NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY PROJECTS OR PURPOSES WHATSOEVER, WITHOUT THE PRIOR SPECIFIC WRITTEN AUTHORIZATION OF GARY GEE ARCHITECTS, INC.

Project No.	Date
12-010	01.10.12

## Revision

2.	Issue / Date
	ISSUED FOR REVIEW 04.16.12
	ISSUED FOR REVIEW 06.06.12
	ISSUED FOR REVIEW 06.22.13
	REVISION PER CITY COMMENTS 11.04.13
	REVISION PER PLANNING 02.03.14
	REVISION PER PLANNING 02.10.14
	REVISION PER PLANNING 02.18.14
	DR SUBMITTAL 11.04.14

### Elevations (Scheme 5)

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

# A3.0

690

Page Street  
Project

Building 680-684 Page Street  
Building 686-690 Page Street

A Condominium Project

San Francisco • California

GARY  
G E E  
A I A

GARY GEE ARCHITECTS, INC.  
98 Brady Street, #8  
San Francisco, CA 94103  
Tel 415.863-8881  
Fax 415.863-8879

COPYRIGHT 1984-2011 BY GARY GEE ARCHITECTS, INC. ALL RIGHTS RESERVED. NO PART OF THIS DOCUMENT MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF GARY GEE ARCHITECTS, INC.

THESE DOCUMENTS ARE NOT TO BE USED IN ANY MANNER THAT CONSTITUTES A PROFESSIONAL SERVICE, OR FOR ANY OTHER PURPOSES WHATSOEVER, WITHOUT THE PRIOR WRITTEN PERMISSION OF GARY GEE ARCHITECTS, INC.

Project No. 12-010

Date 01-10-12

Revisions

No.	Issue / Date
	ISSUED FOR REVIEW 04.16.12
	ISSUED FOR REVIEW 06.06.12
	ISSUED FOR REVIEW 08.22.13
	REVISION PER CITY COMMENTS 11.04.13
	REVISION PER PLANNING 02.03.14
	REVISION PER PLANNING 02.10.14
	DR SUBMITTAL 11.04.14

Elevations  
(Scheme 5)

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

A3.1

## 069

Page Street  
Project

Building 692-696 Page Street  
Building 698 Page Street, -  
Units #1, #2, & #3

## A Condominium Project

San Francisco • California

GARY  
GEE  
AIA

**GARY GEE ARCHITECTS, INC.**  
98 Brady Street, #8  
San Francisco, CA 94103  
Tel 415/863-8881  
Fax 415/863-8879

©COPYRIGHT 1964 - 2013 BY GARY GEE  
ARCHITECTS, INC. ALL RIGHTS RESERVED.  
DRAWINGS AND SPECIFICATIONS, AS  
INSTRUMENTS OF PROFESSIONAL SERVICE,  
AND SHALL REMAIN THE PROPERTY OF THE  
ARCHITECT.

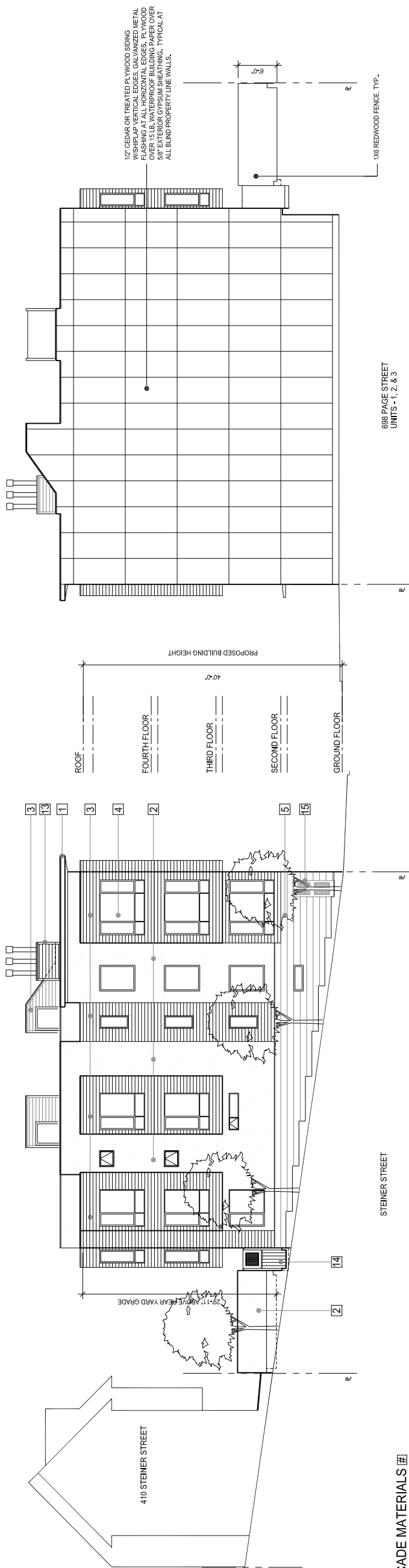
THESE DOCUMENTS ARE NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY PROJECTS OR PURPOSES WHATSOEVER, WITHOUT THE PRIOR SPECIFIC WRITTEN AUTHORIZATION OF GARY CEE ARCHITECTS, INC.

Project No.	Date	
12-070	01.10.12	
<b>Revisions</b>		
No.	Issue / Date	
	ISSUED FOR REVIEW	
	04.16.12	
	ISSUED FOR REVIEW	
	06.06.12	
	ISSUED FOR REVIEW	
	08.22.13	
	REVISION PER CITY COMMENTS	
	11.04.13	
	REVISION PER PLANNING	
	02.03.14	
	REVISION PER PLANNING	
	02.10.14	
	DR SUBMITTAL	
	11.04.14	

### Elevations (Scheme 5)

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

## A3.2



## FACADE MATERIALS #

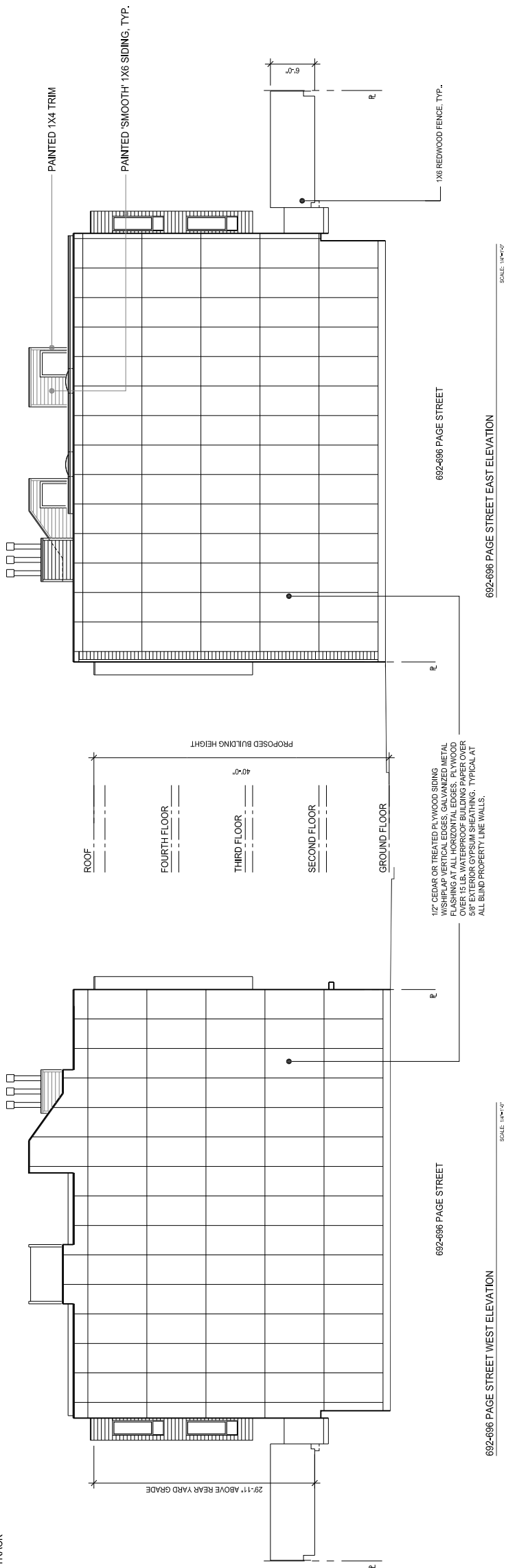
- |     |   |
|-----|---|
| 1.  | PAINTED 'SMOOTH' PANEL CANOPY                   |
| 2.  | METAL 'TOWELED 'SMOOTH' CEMENT PLASTER          |
| 3.  | PAINTED 'SMOOTH' 1X6 SIDING, TYPICAL            |
| 4.  | PAINTED METAL WINDOW, TYPICAL                   |
| 5.  | 1X6 STONE PANEL, 'SANDSTONE TEXTURE'            |
| 6.  | PAINTED METAL DOOR                              |
| 7.  | STAINED WOOD SECTIONAL GARAGE DOOR              |
| 8.  | STAINED SOLID WOOD DOOR W/ TEMPER GLASS PANEL   |
| 9.  | GALVANIZED METAL CANOPY WITH TEMPER GLASS PANEL |
| 10. | PAINTED METAL RAILING                           |
| 11. | 18" X 8' BLOCK PANEL 'SMOOTH' FACTORY PAINTED   |
| 12. | STAINED WOOD CANOPY                             |
| 13. | PAINTED 1X4 TRIM                                |
| 14. | STAINED WOOD GATE                               |
| 15. | PAINTED WOOD LOUVER PANEL MOUNTED TO TRACK      |

**698 PAGE STREET WEST ELEVATION**  
**(STEINER STREET ELEVATION)**

SCALE: 1/4"=1'-0"

698 PAGE STREET EAST ELEVATION

SCALE: 1/4"=1'-0"



692-696 PAGE STREET WEST ELEVATION

SCALE: 1/4"=1'-0"

692-696 PAGE STREET EAST ELEVATION

SCALE: 1/4"=1'-0"

690

Page Street Project

Building 692-696 Page Street  
Building 698 Page Street, -  
Units #1, #2, & #3

A Condominium Project

San Francisco • California

GARY GEE ARCHITECTS, INC.

98 Brady Street, #8  
San Francisco, CA 94103  
Tel 415.863-8881  
Fax 415.863-8879

Copyright 1994-2011 by Gary Gee Architects, Inc. All rights reserved. No part of this publication may be reproduced, stored in a retrieval system, or transmitted, in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of Gary Gee Architects, Inc.

These documents are not to be used in any way for any project other than the project for which they were prepared, without the prior written permission of Gary Gee Architects, Inc.

Project No. 12-010

Date 01-10-12

Revisions

No.	Issue / Date
	ISSUED FOR REVIEW 04.16.12
	ISSUED FOR REVIEW 06.06.12
	ISSUED FOR REVIEW 08.22.13
	REVISION PER CITY COMMENTS 11.04.13
	REVISION PER PLANNING 02.03.14
	REVISION PER PLANNING 02.10.14
	DR SUBMITTAL 11.04.14

Elevations

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

A3.2.1

THREE BUILDING FRONTAGE ON STEINER STREET

410 STEINER STREET

STEINER STREET

PROPOSED 40'-0" BUILDING HEIGHT, TYPICAL

PROPOSED BUILDING HEIGHT

ROOF

FOURTH FLOOR

THIRD FLOOR

SECOND FLOOR

GROUND FLOOR

12" CEDAR OR TREATED PLYWOOD SIDING W/SHIP LAP VERTICAL EDGES. GALVANIZED METAL FLASHING AT ALL HORIZONTAL EDGES. PLYWOOD OVER 15 LB. WATERPROOF BUILDING PAPER OVER 5/8" EXTERIOR GYPSUM SHEATHING. TYPICAL AT ALL BLIND PROPERTY LINE WALLS.

1X6 REDWOOD FENCE, TYP.

698 PAGE STREET WEST ELEVATION (STEINER STREET ELEVATION)

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

1. PAINTED 'SMOOTH' PANEL CANOPY

2. METAL 'TOWELED' 'SMOOTH' CEMENT PLASTER

3. PAINTED 'SMOOTH' 1X6 SIDING, TYPICAL

4. PAINTED METAL WINDOW, TYPICAL

5. 1'X6" STONE PANEL, 'SANDSTONE' TEXTURE

6. PAINTED METAL DOOR

7. STAINED WOOD SECTIONAL GARAGE DOOR

8. STAINED SOLID WOOD DOOR W/ TEMPER GLASS PANEL

9. GALVANIZED METAL CANOPY WITH TEMPER GLASS PANEL

10. PAINTED METAL RAILING

11. 18" X 6" BLOCK PANEL 'SMOOTH' FACTORY PAINTED

12. STAINED WOOD CANOPY

13. PAINTED 1X4 TRIM

14. STAINED WOOD GATE

15. PAINTED WOOD LOUVER PANEL MOUNTED TO TRACK

692-696 PAGE STREET EAST ELEVATION

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

692-696 PAGE STREET

PROPOSED BUILDING HEIGHT

ROOF

FOURTH FLOOR

THIRD FLOOR

SECOND FLOOR

GROUND FLOOR

12" CEDAR OR TREATED PLYWOOD SIDING W/SHIP LAP VERTICAL EDGES. GALVANIZED METAL FLASHING AT ALL HORIZONTAL EDGES. PLYWOOD OVER 15 LB. WATERPROOF BUILDING PAPER OVER 5/8" EXTERIOR GYPSUM SHEATHING. TYPICAL AT ALL BLIND PROPERTY LINE WALLS.

1X6 REDWOOD FENCE, TYP.

698 PAGE STREET EAST ELEVATION

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

692-696 PAGE STREET

PROPOSED BUILDING HEIGHT

ROOF

FOURTH FLOOR

THIRD FLOOR

SECOND FLOOR

GROUND FLOOR

12" CEDAR OR TREATED PLYWOOD SIDING W/SHIP LAP VERTICAL EDGES. GALVANIZED METAL FLASHING AT ALL HORIZONTAL EDGES. PLYWOOD OVER 15 LB. WATERPROOF BUILDING PAPER OVER 5/8" EXTERIOR GYPSUM SHEATHING. TYPICAL AT ALL BLIND PROPERTY LINE WALLS.

1X6 REDWOOD FENCE, TYP.

069

Page Street  
Project

Building:  
698 Page Street,  
Units #1, #2, & #3

## A Condominium Project

San Francisco • California

GARY  
G E E  
A I A

**GARY GEE ARCHITECTS, INC.**  
98 Brady Street, #8  
San Francisco, CA 94103  
Tel 415/863-8881  
Fax 415/863-8879

©COPYRIGHT 1964 - 2013 BY GARY GLE  
ARCHITECTS, INC. ALL RIGHTS RESERVED.  
DRAWINGS AND SPECIFICATIONS, AS  
INSTRUMENTS OF PROFESSIONAL SERVICE, AND  
SHALL REMAIN THE PROPERTY OF THE  
ARCHITECT

THESE DOCUMENTS ARE NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY PROJECTS OR PURPOSES WHATSOEVER, WITHOUT THE PRIOR SPECIFIC WRITTEN AUTHORIZATION OF GARDNER ARCHITECTS, INC.

Project No.	Date
12-010	01.10.12

Revisions

Issue / Date
ISSUED FOR REVIEW 04/16/12
ISSUED FOR REVIEW 06/06/12
ISSUED FOR REVIEW 06/22/13
REVISION PER CITY COMMENTS 11/04/13
REVISION PER PLANNING 02/03/14
REVISION PER PLANNING 02/10/14
DR SUBMITTAL 11/04/14


SECTION A-A

SCALE: 1/4"=1'-0"

SECTION B-B

SCALE: 1/4"=1'-0"

### Building Sections (Scheme 5)

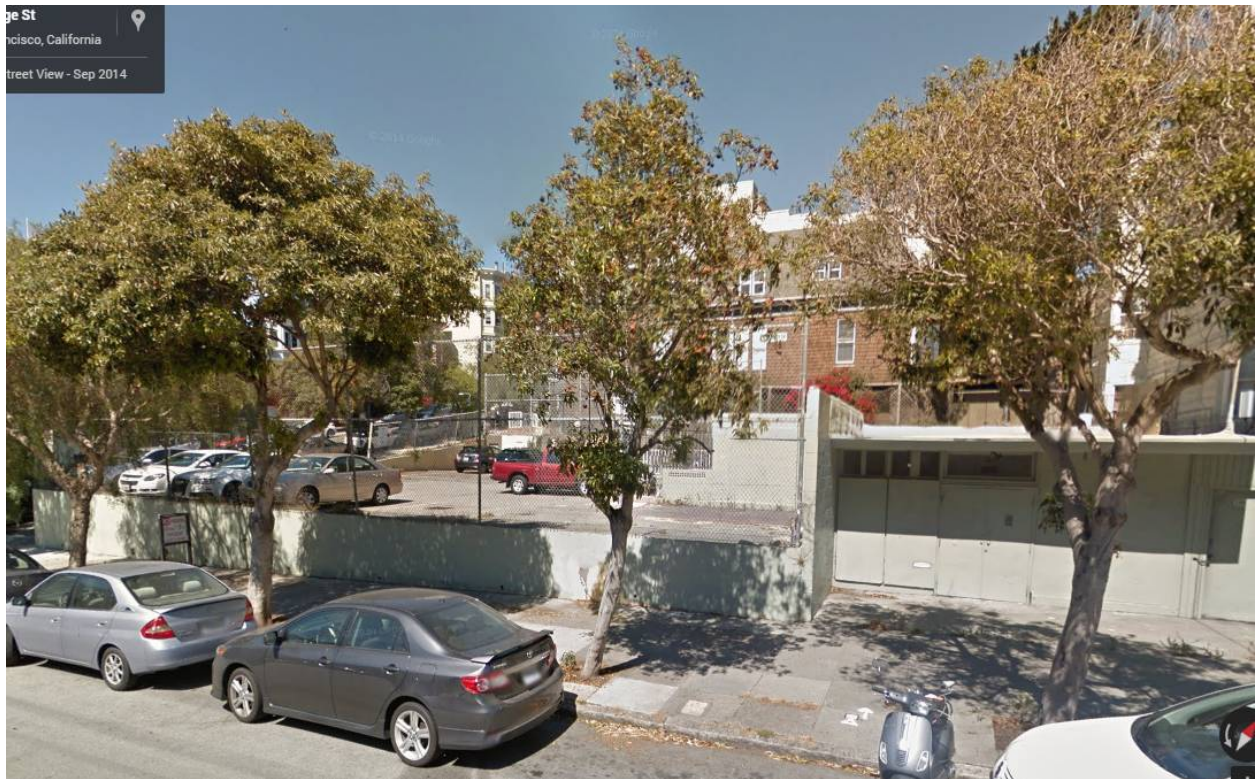
Scale: 1/8" = 1'-0"

# A4.0





## **690 Page Street – Existing Site And Surrounding Area Conditions**



**690 Page Street (Property), looking north from Page Street**



**690 Page Street, Looking north from Page Street**

## **690 Page Street – Existing Site And Surrounding Area Conditions**



**690 Page Street, looking east from Steiner Street**



**668-676 Page Street, neighboring property to east**

## **690 Page Street – Existing Site And Surrounding Area Conditions**



**690 Page and 668-678 Page, looking west from Page Street**



**Block face across Page Street from 690 Page**

## **690 Page Street – Existing Site And Surrounding Area Conditions**



**399 Steiner Street, across intersection from 690 Page**



**Block face across Steiner Street from 690 Page**

**690 Page Street – Existing Site And Surrounding Area Conditions**



**Neighboring Steiner Street properties, north of 690 Page**

## 2832



## Neighbors Who Support the Project

● Discretionary Review (DR) Requester

Cindy Wu, President  
San Francisco Planning Commission  
1660 Mission Street, Suite 400  
San Francisco, CA 94103

RE: 690 Page Street Project  
San Francisco, CA

Dear President Wu;

This letter is to express my support for the proposed four (4) buildings at 680-690 Page Street.  
The proposed project complements the neighborhood and adds needed housing to the City.

Very truly yours,

Name

Address

Date

Alan Kh 681  
Page 10/21/14

Signed with www.xyzmo.com Signed with www.xyzmo.com

Cindy Wu, President  
San Francisco Planning Commission  
1660 Mission Street, Suite 400  
San Francisco, CA 94103

RE: 690 Page Street Project  
San Francisco, CA

Dear President Wu:

This letter is to express my support for the proposed four (4) buildings at 680-690 Page Street.  
The proposed project complements the neighborhood and adds needed housing to the City.

Very truly yours,



Name	Address	Date
Lenny Semis	681 Page St	11/3/14

Cindy Wu, President  
San Francisco Planning Commission  
1660 Mission Street, Suite 400  
San Francisco, CA 94103

RE: 690 Page Street Project  
San Francisco, CA

Dear President Wu;

This letter is to express my support for the proposed four (4) buildings at 680-690 Page Street. The proposed project complements the neighborhood and adds needed housing to the City of San Francisco.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric Neplokh", with a long horizontal flourish extending to the right.

Eric Neplokh

410 Steiner Street Managing Member

November 3, 2014

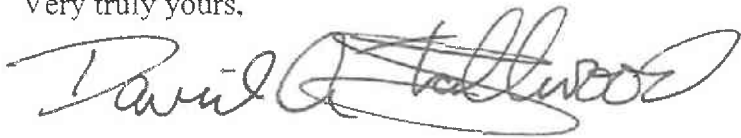
Cindy Wu, President  
San Francisco Planning Commission  
1660 Mission Street, Suite 400  
San Francisco, CA 94103

RE: 690 Page Street Project  
San Francisco, CA

Dear President Wu:

This letter is to express no opposition for the proposed four (4) buildings at 680-690 Page Street.  
The proposed project complements the neighborhood and adds needed housing to the City.

Very truly yours,



Name

Address

Date

DAVID STALLWOOD

10-23-2014

665 PAGE ST #1

SAN FRANCISCO, CA 94117

Cindy Wu, President  
San Francisco Planning Commission  
1660 Mission Street, Suite 400  
San Francisco, CA 94103

RE: 690 Page Street Project  
San Francisco, CA

Dear President Wu:

This letter is to express my support for the proposed four (4) buildings at 680-690 Page Street.  
The proposed project complements the neighborhood and adds needed housing to the City.

Very truly yours,



Name

Address

Date

AUGUSTINE PHILLIPS      340 STEINER      OCT 23 2014

Cindy Wu, President  
San Francisco Planning Commission  
1660 Mission Street, Suite 400  
San Francisco, CA 94103

RE: 690 Page Street Project  
San Francisco, CA

Dear President Wu:

This letter is to express my support for the proposed four (4) buildings at 680-690 Page Street.  
The proposed project complements the neighborhood and adds needed housing to the City.

Very truly yours,



Name	Address	Date
Charles Taylor	350 STINKER ST.	S.F. CA. 94117

Cindy Wu, President  
San Francisco Planning Commission  
1660 Mission Street, Suite 400  
San Francisco, CA 94103

RE: 690 Page Street Project  
San Francisco, CA

Dear President Wu:

This letter is to express my support for the proposed four (4) buildings at 680-690 Page Street.  
The proposed project complements the neighborhood and adds needed housing to the City.

Very truly yours,

*Viola J. Yee*

Name

Address

Date

VIOLA J. YEE

360 STEINER ST. 10/25/14

Cindy Wu, President  
San Francisco Planning Commission  
1660 Mission Street, Suite 400  
San Francisco, CA 94103

RE: 690 Page Street Project  
San Francisco, CA

Dear President Wu:

This letter is to express my support for the proposed four (4) buildings at 680-690 Page Street.  
The proposed project complements the neighborhood and adds needed housing to the City.

Very truly yours,



Name	Address	Date
Arlene Berick, Owner	435-439 Steiner SF 94117	10-22-14

Cindy Wu, President  
San Francisco Planning Commission  
1660 Mission Street, Suite 400  
San Francisco, CA 94103

RE: 690 Page Street Project  
San Francisco, CA

Dear President Wu:

This letter is to express my support for the proposed four (4) buildings at 680-690 Page Street.  
The proposed project complements the neighborhood and adds needed housing to the City.

Very truly yours,



Name

Address

Date

Tamer  
Fakhouri, MD

439  
Steiner  
Street

10/24/14

Cindy Wu, President  
San Francisco Planning Commission  
1660 Mission Street, Suite 400  
San Francisco, CA 94103

RE: 690 Page Street Project  
San Francisco, CA

Dear President Wu;

This letter is to express my support for the proposed four (4) buildings at 680-690 Page Street.  
The proposed project complements the neighborhood and adds needed housing to the City.

Very truly yours,



Name

Address

Date

Jeff Davenport 437 Steiner St. 10-22-14

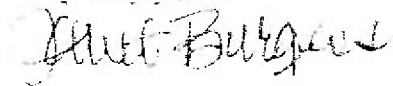
Cindy Wu, President  
San Francisco Planning Commission  
1660 Mission Street, Suite 400  
San Francisco, CA 94103

RE: 690 Page Street Project  
San Francisco, CA

Dear President Wu:

This letter is to express my support for the proposed four (4) buildings at 681-690 Page Street. The proposed project complements the neighborhood and adds needed housing to the City.

Very truly yours,



Name

Address

Date

JANET BURGESS

499 STEINER ST #4

10/25/2014

Cindy Wu, President  
San Francisco Planning Commission  
1660 Mission Street, Suite 400  
San Francisco, CA 94103

RE: 690 Page Street Project  
San Francisco, CA

Dear President Wu:

This letter is to express my support for the proposed four (4) buildings at 680-690 Page Street.  
The proposed project complements the neighborhood and adds needed housing to the City.

Very truly yours,

*Vernon B. Hamilton*

Name	Address	Date
VERNON HAMILTON	425 Steiner SAN FRANCISCO	26 Oct. 2014


Cindy Wu, President  
San Francisco Planning Commission  
1660 Mission Street, Suite 400  
San Francisco, CA 94103

RE: 690 Page Street Project  
San Francisco, CA

Dear President Wu:

This letter is to express my support for the proposed four (4) buildings at 680-690 Page Street.  
The proposed project complements the neighborhood and adds needed housing to the City.

Very truly yours,



Name	Address	Date
Urbano Esquivel	431 Steiner S.F. 94117	10-27-14

Cindy Wu, President  
San Francisco Planning Commission  
1660 Mission Street, Suite 400  
San Francisco, CA 94103

RE: 690 Page Street Project  
San Francisco, CA

Dear President Wu;

This letter is to express my support for the proposed four (4) buildings at 680-690 Page Street.  
The proposed project complements the neighborhood and adds needed housing to the City.

Very truly yours,



Name	Address	Date
Steven Olbash	345 Fillmore St # 2 San Francisco, 94 117	10/26/14

Cindy Wu, President  
San Francisco Planning Commission  
1660 Mission Street, Suite 400  
San Francisco, CA 94103

RE: 690 Page Street Project  
San Francisco, CA

Dear President Wu;

This letter is to express my support for the proposed four (4) buildings at 680-690 Page Street.  
The proposed project complements the neighborhood and adds needed housing to the City.

Very truly yours,



Name

Address

Date

STEVE KLICK

10-22-14

OWNER: 401 STEINER ST.

Cindy Wu, President  
San Francisco Planning Commission  
1660 Mission Street, Suite 400  
San Francisco, CA 94103

RE: 690 Page Street Project  
San Francisco, CA

Dear President Wu;

This letter is to express my support for the proposed four (4) buildings at 680-690 Page Street.  
The proposed project complements the neighborhood and adds needed housing to the City.

Very truly yours.

Name	Address	Date
John White	376 Fillmore	10-22-14



*Architecture/Planning/Interiors*

98 Brady Street, #8 San Francisco, CA 94103-1239

Tel: 415/863-8881 Fax: 415/863-8879

---

September 29, 2014

Mr. Michel Bechirian  
678 Page Street  
San Francisco, CA 94117

**RE: 690 Page Street Project      Building Permit Application #2013-05-21-7457**  
**San Francisco, CA              680-682-684 Page Street Building   Via Hand Delivered**

Dear Mr. Bechirian:

Please find attached the following 24"x 36" architectural drawings dated August 25, 2014 and cover letter dated September 9, 2014 which were sent to your home via USPS earlier this month.

If you have any questions, please contact me.

Very truly yours,

Gary Gee, AIA

cc: Christine Lamorena, Planning Department  
Victor Quan  
Urbano Ezquerro



Architecture/Planning/Interiors

98 Brady Street, #8 San Francisco, CA 94103-1239

Tel: 415/863-8881 Fax: 415/863-8879

September 9, 2014

Mr. Michel Bechirian  
678 Page Street  
San Francisco, CA 94117

**RE: 690 Page Street Project Building Permit Application #2013-05-21-7457**  
**San Francisco, CA 680-682-684 Page Street Building Via Mail**

Dear Mr. Bechirian:

Please find attached the following 24"x 36" architectural drawings dated August 25, 2014 for your review:

**Sheet Title**

- A1.0 Site Plan, General Notes, Project Information
- A2.0 Floor Plans – Ground Floor, Second Floor and Third Floor
- A2.1 Floor Plans – Fourth Floor, Roof and Roof Penthouse
- A3.0 Elevations – North (rear yard) and South (Page Street) Building Elevations
- A3.1 Elevations – East and West Elevation (property line)
- A4.0 Building Sections AA and BB

**Per our last Thursday, June 12, 2014 meeting at your 678 Page Street unit, the following design changes have been done to this building:**

**1. We discussed moving the roof deck away from the east property line.**

Because the Planning Code limits the common open space to 15 feet minimum in width, we were not able to locate the common area roof deck to the southern portion of the roof. The roof deck is still located on the northwest corner of the roof. It was moved against the western property line and is now 6'-9" from the east property line.

The project sponsor is willing to insert roof deck usable hours into the CCNR's. This would limit the useable hours on the roof deck.

**2. You asked if the northeast lightwell can be extended south to match the corner of your bedroom bay window.**

The south wall of the northeast lightwell was moved 7'-3-1/2" to increase the length from 18' to 25'-3-1/2" in depth. The southern wall of this lightwell now aligns with the corner of your bedroom bay window.

**3. You asked clarification to the location and height of the fireplace flues at the roof.**

The fireplace flues have been removed on the roof of this building. This was done to minimize the projections at the roof level.

**4. We agreed the northeast lightwell should be painted "white" in color.**

Architectural drawings sheet A3.1 east elevation has a note indicating the exterior siding in this lightwell is to be painted "white" in color.

**In addition to those changes discussed at our June 12, 2014 meeting, we have also modified the architectural drawings with:**

**5. A cyclone fence is now located along the east side of the rear yard fence line.**

This was done to allow per a request from the owner in the lower units and to allow more light into the east adjacent lightwell and west facing windows.

A copy of these drawings will be submitted to Christine Lamorena at the Planning Department. If you have any questions or need any additional information, please contact me.

Very truly yours,

A handwritten signature in black ink, appearing to be 'Gary Gee', with a large, stylized flourish underneath.

Gary Gee, AIA

cc: Victor Quan  
Urbano Ezquerro  
Christina Lamorena, Planning Department

1. Our initial approach to this property was to design buildings that would fit into the urban pattern of the blockface. We consider the following conditions:
  - A. The RM-1 Zoning promotes the 25-35 foot building modulation at the facades. Page Street was selected to create 25 foot frontages that emulate the facades on Page and Steiner Streets.
  - B. If Steiner Street was selected as the building frontages, the new buildings could be 10' higher in mass due to the steep upslope of Steiner Street.
    - a. Buildings facing Steiner Street creates nine residential units and no affordable unit. These buildings would have 25.83'x 75' footprints.
    - b. Buildings facing Page Street creates 12 residential units and one affordable unit. These buildings will have 25'x 56'-8-1/2" footprints.
  - C. We met with the Planning staff to discuss building adjacencies to our propose project.
    - a. Planning staff recommended the east side of 680 Page building have a three foot setback on the residential levels two-thirds of the depth of the existing 678 Page west lightwell. The 680 Page new building setback is 3'x 18' is size.
    - b. A second 3'x 5' lightwell was located towards the front of the building to match another 678 Page west lightwell.
  - D. The DR requestor has a higher than 40' building on a wider and deeper lot (37.875'x 107) with six (6) front to rear residential flats. This building has a large footprint and occupies a large portion of their lot.
  - E. Therefore, this project should be approved because:
    - a. The proposed project fits into the block face with its 25' frontages and individual stoop entrances. The building pattern of the block is maintained.
    - b. This proposed project creates 12 residential units and one affordable unit for the City.
    - c. The new 680 Page Street building has been modify with side lightwells to respond to the existing adjacent west lightwells at 678 Page Street.
2. The project sponsor interacted with the DR requestor at the following meetings:
  - Initial neighborhood pre-application meeting on January 24, 2013.
  - Neighborhood meeting on April 17, 2014.
  - Private meeting at his residence on June 12, 2014.
  - A. During the last June 12, 2014 meeting the DR requestor asked if the northeast lightwell at the new 680 Page building could be extended south to allow more light into his bedroom. After this meeting I informed the DR requestor via telephone the project sponsors were willing to extend the 3' wide lightwell 18' from the rear of the building to his requested location.
  - B. We also agreed to paint a bright white color to the lightwell to create more indirect light into this area.

- C. Our office has looked at moving the roof deck to the southern portion of the roof. The common area open space requirements for minimum dimension of 15' limit the location and areas for which this area can be located on the south side of the roof. We offered to move the deck as far south and west as possible to create more privacy to the adjacent 678 Page building.
- 3. As discussed above, the project sponsor has already proposed changes to the new 680 Page Street building as a way to respond to DR requestor concerns. The development of the four (4) buildings facing Page Street provide greater opportunities to the neighborhood and City:
  - A. The 25' facades with individual stoop entrances maintain the neighborhood scale along Page Street. We worked with the Planning staff to design each building to acknowledge the existing proportions and architectural massing features of the blockface and neighborhood.
  - B. 12 residential units with 3 bedrooms 2 baths family style units will add to the housing stock along with one affordable family unit. The building fronting Steiner Street offer less family housing units.
  - C. The two (2) buildings to the south at 690 and 689 Page Street could actually be built five feet (5') higher due to the existing grade of the parking lot. The project sponsor consciously decided to design these buildings to a 40' height from the Page Street sidewalk to maintain a consistent urban design form of buildings along Page Street.
  - D. The proposed rear yards for the buildings facing Page Street will be elevated due to the slope of the block and be part of the lower units in each building. This allows the rear yard to be accessible to a residential unit and creates an open space buffer between the new buildings and the north adjacent 410 Steiner multi-family building. The 410 Steiner Street building is situated on the hill above our Page Street site.

If you have any additional information that is not covered by this application, please feel free to attach additional sheets to this form.

4. Please supply the following information about the proposed project and the existing improvements on the property.

<u>Number of</u>	<u>Existing</u>	<u>Proposed</u>
Dwelling units (only one kitchen per unit –additional kitchens count as additional units) .....	<u>0</u>	<u>12</u>
Occupied stories (all levels with habitable rooms) ...	<u>1</u>	<u>3</u>
Basement levels (may include garage or windowless storage rooms) .....	<u>0</u>	<u>1</u>
Parking spaces (Off-Street) .....	<u>13</u>	<u>12</u>
Bedrooms .....	<u>0</u>	<u>36</u>
Gross square footage (floor area from exterior wall to exterior wall), not including basement and parking areas....	<u>1,984</u>	<u>17,169</u>
Height .....	<u>13</u>	<u>40</u>
Building Depth .....	<u>63'</u>	<u>56'-8 1/2"</u>
Most recent rent received (if any) .....	_____	_____
Projected rents after completion of project .....	_____	_____
Current value of property .....	_____	_____
Projected value (sale price) after completion of project (if known) .....	_____	_____

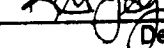
I attest that the above information is true to the best of my knowledge.

_____	_____	_____
Signature	Date	Name (please print)

**FILED**  
San Francisco County Superior Court

JUN -8 2016

CLERK OF THE COURT

BY:  Deputy Clerk

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN FRANCISCO

PETER M. OWENS, an individual,  
CAROLYN A. RADISCH, an individual,  
STEPHEN L. OWENS, an individual,

Plaintiffs,

vs.

IRIS CANADA an individual, OLD  
REUBLIC TITLE COMPANY, a California  
corporation, and DOES 1-10, inclusive

Defendant.

Case No. CGC-14-543437

  
**TENTATIVE DECISION  
DETERMINING AMOUNT OF  
REASONABLE ATTORNEYS FEES  
AND COSTS**

The Court orders Defendants pay Plaintiffs' reasonable attorney's fees and costs in the amount of \$169,466.23 within 30 days. The Court found in its order dated April 27, 2016, as a condition to Defendant receiving equitable relief from forfeiture, that Plaintiffs are entitled to compensation pursuant to §3275.

The Court granted the *Defendant's Motion for Relief* pursuant to §3275:

Whenever, by the terms of an obligation, a party thereto incurs a forfeiture, or a loss in the nature of a forfeiture, by reason of his failure to comply with its provisions, he may be relieved therefrom, upon making full compensation to the other party, except in case of a grossly negligent, willful, or fraudulent breach of duty.

Cal.Civ.Code §3275.

The Court's order of April 27, 2016 relied on *Cassinella v. Allen* (1914) 168 Cal. 677 and *Parsons v. Smilie* (1893) 97 Cal. 647.

The Court finds that *Defendant Iris Canada's Memorandum of Points and Authorities in Opposition to Motion for Determination of Reasonable Attorney's Fees* ("Defendant's

1 *Memo*") is an improper motion for reconsideration pursuant to Cal.C.C.P. §1008 because it  
2 challenges the legal basis for the order of April 27, 2016, which found that Plaintiffs were  
3 entitled to full compensation for attorneys fees and costs as a condition for granting relief for  
4 forfeiture.

5 Cal.C.C.P. §1008 (a): "[A]ny party affected by the order may, within 10 days after  
6 service upon the party of written notice of entry of the order and based upon new or  
7 different facts, circumstances, or law, make application to the same judge or court  
8 that made the order, to reconsider the matter and modify, amend, or revoke the prior  
9 order."

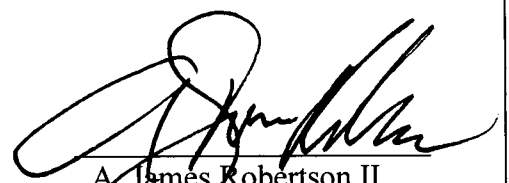
10 The Court granted Defendant's Motion for Relief pursuant to Civil Code §3275 on  
11 April 27, 2016. Defendant filed *Defendant's Memo* on June 6, 2016, 40 days after the Court  
12 granted Defendant's Motion for Relief. The Court finds this motion for reconsideration  
13 untimely pursuant to §1008.

14 The Court also finds that the motion for reconsideration is improper due to a lack of  
15 new or different facts, circumstances, or law. In Defendant's original opposition, Defendant  
16 did not include authorities that they now include in their current motion. Defendant includes  
17 new cases *McNeece v. Wood* and *Freedman v. The Rector*; however, these cases should have  
18 been provided in the original motion and do not fit the definition of "new law" as to §1008.

19 Defendant does not dispute the total fees and costs which plaintiffs motion shows was  
20 incurred. The Court orders that as a condition to Defendant receiving equitable relief from  
21 forfeiture pursuant to Civil Code §3275, Defendant must pay Plaintiff's reasonable attorney's  
22 fees to the amount of \$154,813.00, as well as necessary costs in the amount of \$14,653.23.  
23 Defendant shall make full payment of these fees to Plaintiffs within 30 days.

24 IT IS SO ORDERED

25 *June 8, 2016*

26   
27 A. James Robertson II  
28 Superior Court Judge



# SAN FRANCISCO PLANNING DEPARTMENT

*Subject to: (Select only if applicable)*

- |  |  |
|--|--|
| <input type="checkbox"/> Affordable Housing (Sec. 415)           | <input type="checkbox"/> First Source Hiring (Admin. Code) |
| <input type="checkbox"/> Jobs Housing Linkage Program (Sec. 413) | <input type="checkbox"/> Child Care Requirement (Sec. 414) |
| <input type="checkbox"/> Downtown Park Fee (Sec. 412)            | <input type="checkbox"/> Other                             |

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

Reception:  
**415.558.6378**

Fax:  
**415.558.6409**

Planning  
Information:  
**415.558.6377**

## Planning Commission Motion No. 20132

HEARING DATE: MARCH 8, 2018

*Case No.:* 2017-013609CND  
*Project Address:* 668-678 PAGE STREET  
*Zoning:* RH-3 (Residential-House, Three Family) District  
40-X Height and Bulk District  
*Block/Lot:* 0843 / 015  
*Project Sponsor:* Rosemarie MacGuinness  
388 Market Street, Suite 1300  
San Francisco, CA 94111  
*Staff Contact:* David Weissglass – (415) 575-9177  
[david.weissglass@sfgov.org](mailto:david.weissglass@sfgov.org)

ADOPTING FINDINGS RELATING TO THE DISAPPROVAL OF A CONDOMINIUM CONVERSION SUBDIVISION OF A THREE-STORY-OVER-GARAGE, SIX-UNIT BUILDING INTO RESIDENTIAL CONDOMINIUMS, PURSUANT TO THE GENERAL PLAN AND SUBDIVISION CODE SECTIONS 1386 AND 1396.4, WITHIN A RH-3 (RESIDENTIAL-HOUSE, THREE FAMILY) ZONING DISTRICT AND A 40-X HEIGHT AND BULK DISTRICT.

### PREAMBLE

On September 25, 2017, Rosemarie MacGuinness (hereinafter "Project Sponsor") filed an application with the Department of Public Works, Bureau of Street Use and Mapping for Planning Department review to allow the Condominium Conversion Subdivision of a three-story-over-garage, six-unit building into residential condominiums within a RH-3 (Residential-House, Three Family) Zoning District and a 40-X Height and Bulk District. The subject building is considered a legal use as the Report of Residential Building Record indicates that the legal authorized occupancy and use is a six-unit dwelling.

On January 11, 2018, the San Francisco Planning Commission (hereinafter "Commission") conducted a duly noticed public hearing at a regularly scheduled meeting on Condominium Conversion Subdivision Application No. 2017-013609CND. At the hearing, the Project was presented to the Commission, public testimony was heard, and after consideration, the Commission adopted a motion of intent to deny the

project and continued the matter to February 1, 2018. At the February 1, 2018 hearing, the Commission further continued the matter to March 8, 2018.

Section 1396.4, Article 9 of the Subdivision Code of the City and County of San Francisco sets forth the following rules and regulations for condominium conversions:

- A. Units may be converted to condominiums so long as they meet the requirements of the Expedited Conversion Program per the Subdivision Code Section 1396.4. An exception is provided for two-unit buildings where both units are owner-occupied for one year.
- B. The following categories of buildings may be converted to condominiums:
  - i. Buildings consisting of four units or less in which at least one of the units has been occupied continuously by one of the owners of record for six years prior to the annual April 15 triggering date for conversion and the owners of record had a fully executed agreement for an exclusive right of occupancy on or before April 15, 2013.
  - ii. Buildings consisting of five or six units in which at least three of the units have been occupied continuously by three of the owners of record for six years prior to the annual April 15 triggering date for conversion and the owners of record had a fully executed agreement for an exclusive right of occupancy on or before April 15, 2013.

The Subdivision Code requires that the Planning Commission hold a public hearing to review condominium conversion subdivisions containing five to six units for consistency with the General Plan and applicable provisions of the Subdivision Code where at least one unit is residential. The Code calls for a sales program which promotes affirmative action in housing, a non-transferable tenant right of first-refusal to purchase the unit occupied by the tenant and various relocation requirements, including the right to a \$1,000 relocation payment.

The Subdivision Code further provides for a recorded offer of a lifetime lease for all tenants as a condition of final map approval, and requires that no less than 40 percent of the units as represented through the owning or renting tenant of each unit either have signed Intent to Purchase forms or be in a position of accepting the offer for such a lifetime lease. The Code prohibits any increase in rents while the conversion application is pending before the City.

Section 1386, Article 9 of the Subdivision Code of the City and County of San Francisco requires that the Planning Commission disapprove the Tentative Map if it determines that vacancies in the project have been increased, elderly or permanently disabled tenants have been displaced or discriminated against in leasing units, evictions have occurred for the purpose of preparing the building for conversion, or the subdivider has knowingly submitted incorrect information (to mislead or misdirect efforts by agencies of the City in the administration of the Subdivision Code). In the evaluation of displacement of elderly tenants, the Commission shall consider any such displacements over the preceding three years and the reasons for the displacement.

The project was determined not to be a project under CEQA Guidelines Sections 15060(c) and 15378 because there is no direct or indirect physical change in the environment.

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

**MOVED**, that the Commission hereby disapproves the Condominium Conversion Subdivision requested in Application No. 2017-013609CND based on the following findings:

## **FINDINGS**

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

1. The above recitals are accurate and constitute findings of this Commission.
2. The applicant requests Planning Department review of a Condominium Conversion Subdivision Application to allow for the conversion of the multi-unit building.
3. As required by Section 1396.4 of the San Francisco Subdivision Code, at least three of the units have been owner occupied continuously by one or more of the owners of record for six years prior to the annual April 15 triggering date for this proposed conversion and the owners of record had a fully executed agreement for an exclusive right of occupancy on or before April 15, 2013.
4. Tenants in the subject building were notified of their right of first-refusal to purchase the unit they occupy, as required by the Subdivision Code, and of other rights to which they are entitled under provisions of the same Code.
5. A search of the Rent Board database did not show any tenant petitions or no-fault eviction notices filed with the Rent Board in the last 5 years. However, a San Francisco County Sheriff did remove the belongings of Iris Canada, an elderly woman occupying the unit at 670 Page Street, on February 10, 2017.
6. The Project is inconsistent with the requirements set forth in Section 1386, Article 9 of the San Francisco Subdivision Code, as follows:
  - a. Iris Canada was an elderly woman who had resided at 670 Page Street for a number of years before her displacement on February 10, 2017. After reaching an agreement in which Ms. Canada was granted a Life Estate in 2005, the subdivider alleged in 2016 that Ms. Canada had broken the terms of the Life Estate by failing to permanently reside at 670 Page Street and ordered that she vacate the unit. Later that year, The Superior Court of California granted Ms. Canada relief and allowed her to remain in the unit, but

required that she pay Plaintiffs' attorney fees. Ms. Canada was unable to make such payment, and was thereafter displaced from 670 Page Street on February 10, 2017, when her items were removed from the unit by a San Francisco County Sheriff and the locks were changed.

- b. Iris Canada's displacement occurred on February 10, 2017 for the purpose of preparing the building for conversion. While this was not a "no-fault" eviction as determined by the Rent Board, the Planning Commission may consider this information as part of its review of the application and as provided in Subdivision Code Section 1386. The initial Notice to Vacate issued by the Sheriff's Department specifically notes that 670 Page Street is the "Eviction Address."
  - c. The subdivider submitted incorrect information to the City and County of San Francisco. A Discretionary Review application (2012.0909D), filed with the Planning Department on July 2, 2014 by the occupant of 678 Page Street, specifically mentions Iris Canada as the current occupant of 670 Page Street. This information is inconsistent with the building history listed on "Form 1" of the subdivider's application to the Department of Public Works, which states that 670 Page Street was "vacant" from November 2012-January 2017.
  - d. While the Court may have determined that Ms. Canada was no longer entitled to a life estate under the specific terms of a private agreement, there is evidence showing that she continued to be a tenant of the unit until February 10, 2017.
  - e. Based on the information stated above as well as in the record, the Commission finds that this application violates Subdivision Code Section 1386 for four separate and independent reasons: (i) vacancies in the project have been increased, (ii) an elderly tenant has been displaced from her unit within three years preceding the application date for the condominium conversion, (iii) an eviction or its equivalent occurred for purposes of preparing the building for conversions; and (iv) the subdivider has knowingly submitted incorrect information that mislead and misdirected efforts by agencies of the City in the administration of the Subdivision Code.
7. On balance, the Project is inconsistent with the Objectives and Policies of the General Plan, as follows:

## **HOUSING ELEMENT**

### **Objectives and Policies**

#### **OBJECTIVE 2:**

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

**Policy 2.4:**

Promote improvements and continued maintenance to existing units to ensure long term habitation and safety.

*Property owners are required to correct outstanding code violations identified in a Physical Inspection Report issued by the Department of Building Inspection (DBI). All work must be completed and a DBI Certificate of Final Completion must be issued prior to DPW approval.*

**OBJECTIVE 3:**

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

**Policy 3.3:**

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

*Conversions of rental stock to condominiums can help achieve affordable homeownership, providing a category of housing stock for moderate income housing needs. Property owners must achieve this conversion through one of the City's conversion programs, such as the Expedited Conversion Program. The Expedited Conversion Program allows property owners to apply to convert their units into condominiums provided they adhere to the strict standards of the program, including but not limited to restrictions on displacement of or discrimination against elderly or permanently disabled tenants, evicting tenants for the purposes of preparing the property for conversion, and providing incorrect or incomplete information in application documents. By increasing vacancies in the building, displacing an elderly tenant, having an eviction or its equivalent occur for the purpose of preparing the building for conversion and submitting incorrect or incomplete information to the agencies of the City and County of San Francisco, the subdivider has failed to achieve the standards set for such conversion. Therefore, this project does not meet the goals of Policy 3.3.*

8. **Planning Code Section 101.1(b)** establishes eight priority-planning policies and requires review of permits for consistency with said policies. On balance, the project does not comply with said policies in that:

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

*The proposal would have no adverse effect upon existing neighborhood-serving retail uses as it is a change in form of residential tenure.*

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

*The proposal is a change in form of residential tenure and would not alter the existing housing and neighborhood character of the vicinity. However, the economic diversity of the neighborhood would*

*likely be altered as a result of the Project, as a conversion of units from rental to ownership may affect who occupies the units, thus resulting in a less economically diverse neighborhood and City.*

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

*No housing would be removed for this project, but eviction or its equivalent of a long-term elderly resident in order to convert to a higher value form of housing is not in keeping with the City's goal of maintaining affordable housing. While the maintaining of a certain class of housing available for ownership opportunity is important, the eviction of a long-term tenant does not satisfy the City's goals of protecting tenants of rental units or ensuring that more affordable rental units are available to residents.*

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

*The proposal is a change in form of residential tenure and would not affect public transit or neighborhood parking.*

- E. That a diverse economic base be maintained by protecting our industrial and service sectors from displacement due to commercial office development, and that future opportunities for resident employment and ownership in these sectors be enhanced.

*The proposal is a change in form of residential tenure and would not involve the industrial or service sectors of the City.*

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

*The proposal is subject to inspection by the Department of Building Inspection and will be required to make any code required repairs, including those related to life safety issues, prior to the recordation of the final condominium subdivision map.*

- G. That landmarks and historic buildings be preserved.

*The proposal is a change in form of residential tenure and would not affect landmarks or historic buildings.*

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

*The proposal is a change in form of residential tenure and would not affect public parks or open space.*

9. The Project is inconsistent with and would not promote the general and specific purposes of the Code provided under Section 101.1(b) in that, as designed and proposed, and given the actions of

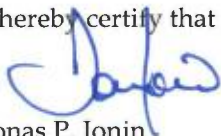
the subdividers, the Project would not contribute to the character and stability of the neighborhood and would not constitute a beneficial development.

10. The Commission hereby finds that approval of the Condominium Conversion Subdivision would not promote the health, safety and welfare of the City.

### DECISION

That based upon the Record, the submissions by the Applicant, Department staff and other interested parties, the oral testimony presented to this Commission at the public hearings and all other written materials submitted by all parties, the applicants' violation of Subdivision Code Section 1386, and the proposed subdivision's inconsistency with the General Plan and priority policies 2 and 3. the Commission hereby **DISAPPROVES Condominium Conversion Subdivision Application No. 2017-013609CND**.

I hereby certify that the Planning Commission ADOPTED the foregoing Motion on March 8, 2018.



Jonas P. Ionin  
Commission Secretary

AYES: Hillis, Melgar, Fong, Johnson, Koppel, Moore, Richards

NAYS: None

ABSENT: None

ADOPTED: March 8, 2018

## Form 1

Building History, Statement of Repairs &amp; Improvements, Occupants, and Proposed Prices

Assessor's Parcel Number: 0843-015

Property Address: 668-678 Page Street, San Francisco, CA 94117

## Item No. 6 – Building History

Building History is shown on the 3R Report.

## Item No. 7 – Statement of Repairs &amp; Improvements

n/a

## Item No. 8 – List of occupants, their apartment numbers, vacant units, and owners and tenants who intend to purchase

Unit	Occupant Name	Apartment No.	Unit Vacant?				Intend to Purchase?			
One	Geoffrey Pierce	668	<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	NO	<input checked="" type="checkbox"/>	YES	<input type="checkbox"/>	NO
Two	Peter M. Owens, Carolyn A. Radisch	670	<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	NO	<input checked="" type="checkbox"/>	YES	<input type="checkbox"/>	NO
Three	Spencer K. Jones	672	<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	NO	<input checked="" type="checkbox"/>	YES	<input type="checkbox"/>	NO
Four	Christopher Beahn, Christine Han Beahn	674	<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	NO	<input checked="" type="checkbox"/>	YES	<input type="checkbox"/>	NO
Five	Alexander E. Apke, Anna M. Munoz	676	<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	NO	<input checked="" type="checkbox"/>	YES	<input type="checkbox"/>	NO
Six	Michel Bechirian, Niloo Tehranchi	678	X				X			

## Item No. 9 – Six year occupancy history

Apt. No.	Duration	Occupants (owners and/or tenants)	Rent (\$)	Reason for Termination
668	09/2008-Present	Geoffrey Pierce	Owner Occupant	NA
670	10/2005-11/2012	Iris Canada	Owner Occupant	Moved to Texas/East Bay
670	11/2012-1/2017	vacant	NA	NA
670	02/2017-present	Peter M. Owens, Carolyn A. Radisch	Owner Occupant	NA
672	03/2009-08/2013	Spencer K. Jones	Owner Occupant	NA
672	04/2011-08/2013	Adam Barbina	\$1,200	Voluntary Move
672	09/2013-08/2015	Helen Ma	\$2,125	Voluntary Move
672	09/2013-12/2015	Stephanie Cheung	\$2,125	Voluntary Move
672	09/2015-10/2016	Min Si	\$2,125	Voluntary Move
672	01/2016-07/2017	Carmen Sutter	\$1,700	Voluntary Move
672	11/2016-07/2017	Ameesha Isaac	\$1,750	Voluntary Move
672	08/2017-present	Spencer K. Jones	Owner Occupant	NA
674	10/2008 - present	Christopher Beahn, Christine Han Beahn	Owner Occupant	NA
676	05/2010 - present	Alexander E. Apke, Anna M. Munoz	Owner Occupant	NA
678	06/2003 - present	Michel Bechirian, Niloo Tehranchi	Owner Occupant	NA

Are there any evictions associated with this building since May 1, 2005? [Sec. 1396.2, 1396.4(10)]

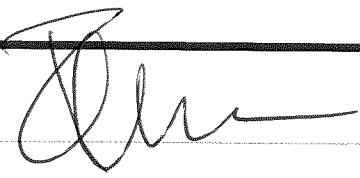
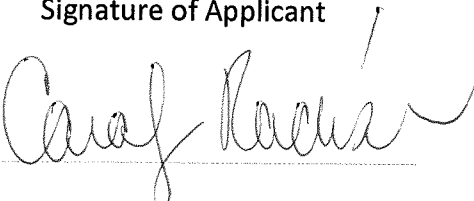


☐ YES ☒ NO If yes, provide details:

**Item No. 10 – List of number of bedrooms, square feet, current rental rate, and proposed sales prices**

Apt. No.	No. Bedrooms	Square Feet	Current Rental Rate	Proposed Sales Price
668	2	1300		\$2,100,000
670	2	1300		\$2,100,000
672	2	1300		\$2,100,000
674	2	1300		\$2,100,000
676	2	1300		\$2,100,000
678	2	1300		\$2,100,000

**Item No. 11 – List the permit number(s) of the building permit application filed in connection with the proposed use of this property that is/are not listed in the 3R Report in the space below**

# \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_

	Peter M. Owens	9.7.2017
Signature of Applicant	Printed Name	Date
	Carolyn A. Radisch	9/7/2017
Signature of Applicant	Printed Name	Date
	Stephen L. Owens	
Signature of Applicant	Printed Name	Date
	Michel Bechirian	
Signature of Applicant	Printed Name	Date

Are there any evictions associated with this building since May 1, 2005? [Sec. 1396.2, 1396.4(10)]

☐ YES ☒ NO If yes, provide details:

Item No. 10 – List of number of bedrooms, square feet, current rental rate, and proposed sales prices

Apt. No.	No. Bedrooms	Square Feet	Current Rental Rate	Proposed Sales Price
668	2	1300		\$2,100,000
670	2	1300		\$2,100,000
672	2	1300		\$2,100,000
674	2	1300		\$2,100,000
676	2	1300		\$2,100,000
678	2	1300		\$2,100,000

Item No. 11 – List the permit number(s) of the building permit application filed in connection with the proposed use of this property that is/are not listed in the 3R Report in the space below

# \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_

Peter M. Owens

Signature of Applicant

Printed Name

Date

Carolyn A. Radisch

Signature of Applicant

Printed Name

Date

Stephen L. Owens

Signature of Applicant

Printed Name

Date

Michel Bechirian

Signature of Applicant

Printed Name

Date

Are there any evictions associated with this building since May 1, 2005? [Sec. 1396.2, 1396.4(10)]

☐ YES ☒ NO If yes, provide details:

Item No. 10 – List of number of bedrooms, square feet, current rental rate, and proposed sales prices

Apt. No.	No. Bedrooms	Square Feet	Current Rental Rate	Proposed Sales Price
668	2	1300		\$2,100,000
670	2	1300		\$2,100,000
672	2	1300		\$2,100,000
674	2	1300		\$2,100,000
676	2	1300		\$2,100,000
678	2	1300		\$2,100,000

Item No. 11 – List the permit number(s) of the building permit application filed in connection with the proposed use of this property that is/are not listed in the 3R Report in the space below

# \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_

Peter M. Owens

Signature of Applicant

Printed Name

Date

Carolyn A. Radisch

Signature of Applicant

Printed Name

Date

Stephen L. Owens

Signature of Applicant

Printed Name

Date



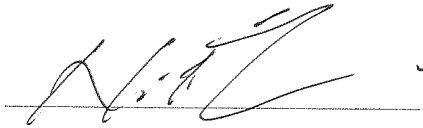
Michel Bechirian

9/5/17

Signature of Applicant

Printed Name

Date



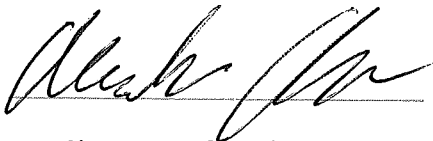
Signature of Applicant

Niloo Tehranchi

Printed Name

9/5/17

Date



Signature of Applicant

Alexander E. Apke

Printed Name

9/7/2017

Date



Signature of Applicant

Anna M. Munoz

Printed Name

9/7/17

Date



Signature of Applicant

Spencer K. Jones

Printed Name

9/8/17

Date



Signature of Applicant

Christopher Beahn

Printed Name

9/16/17

Date




Signature of Applicant

Christine Han Beahn

Printed Name

9/16/17

Date



Signature of Applicant

Geoffrey Pierce

Printed Name

9/5/17

Date

## Application Checklist

Follow hyperlinks for corresponding forms and document examples

Assessor's Parcel Number: 0843-015

Property Address: 668-678 Page Street, San Francisco, CA 94117

	Item Description and Order	E-File Naming	Paper Original
1	Application Checklist	1.0 Application Checklist.pdf	
2	<a href="#">Cover Letter</a>	2.0 Cover Letter.pdf	
3	<a href="#">Applicant Statement</a>	3.0 Applicant Statement.pdf	
4	<a href="#">Tentative Parcel or Tentative Final Map</a>	4.0 Tentative Map.pdf	
5	<a href="#">Subdivision and Mapping Fee Schedule</a> <a href="#">Example Application Fees</a>	5.0 Application Fees.pdf	YES
6	<a href="#">Preliminary Title Report</a>	6.0 Preliminary Title Report.pdf	
7	Grant Deeds <input checked="" type="checkbox"/> <a href="#">Subject Property</a> <input checked="" type="checkbox"/> <a href="#">Adjoiners</a>	7.1 Subject Property.pdf 7.2 Adjoiner Deeds.pdf	
8	Other Recorded Maps or Block Research <input type="checkbox"/> Record Maps on block or as otherwise relevant (use similar naming convention for all relevant maps on blocks)	For example: 8.1 Parcel Map 26 PM 23.pdf 8.2 ROS EE Maps 182.pdf 8.3 Final Map B Maps 257.pdf 8.4 Historic Block Diagram 0334a.pdf	
9	<a href="#">Form 1</a> : Building History, Statement of Repairs & Improvements, Occupants, Rental History, and Proposed Prices	9.0 Building History.pdf	
10	<a href="#">Receipt of application for Physical Inspection</a> or <a href="#">Physical Inspection Report</a> ( A <a href="#">Certificate of Final Completion (CFC)</a> will be required prior to recordation of the subdivision map) [Sec. 1381(a)(4)(B)]	10.0 Physical Inspection.pdf	
11	Valid <a href="#">3R Report</a> [Sec. 1381(a)(2)] (Less than one year from date of issuance)	11.0 3R Report.pdf	
12	Proof of Owner's Occupancy: (both required) <input checked="" type="checkbox"/> <a href="#">Form 11</a> : Affidavit for Ownership/Occupancy <input checked="" type="checkbox"/> <a href="#">Homeowner's Property Tax Exemption</a>	12.1 Affidavit for Ownership/Occupancy.pdf 12.2 Homeowner Tax Exemption.pdf	YES
13	<a href="#">Form 2A</a> <a href="#">Form 2B</a> : Tenant Intent to Purchase and/or Tenant Intent to Accept Offer of Lifetime Lease [Sec. 1396.4(g)(3)]	13.0 Tenant Intent – Purchase.pdf 13.1 Tenant Intent – ECP LL.pdf	
14	<a href="#">Form 3</a> : Acknowledgment of Fees	14.0 Acknowledgement of fees.pdf	
15	<a href="#">Form 4</a> : Owner's Release of Interest in Common Areas [Sec. 1323(6)]	15.0 Release in Common Areas.pdf	
16	Owner and Tenant Notification of Tentative Map Decision [Sec. 1314]	<input checked="" type="checkbox"/> 300-foot Radius Map (Final Maps Only)	16.1 Radius Map.pdf (Final Maps Only)
		<input checked="" type="checkbox"/> Address List	16.2 Address List
		<input checked="" type="checkbox"/> Prepared Envelopes	YES
17	<a href="#">Notice to Tenants of Proposed Conversion</a> [Sec. 1381(a)(6) & Subdivision Map Act Sec. 66452.51]	17.0 Tenant Notice of Conversion.pdf	
18	<a href="#">Form 7</a> : Summary of Tenant Contacts [Sec. 1381(a)(4)(D)]	18.0 Tenant Contacts.pdf	

19	<a href="#">Form 8A</a> : Subdivider's statement that the notice of conversion has been given to existing tenants [Sec. 1381(a)(6)(A) & Sec. 1381(a)(6)(C)]	19.0 Subd Notice to Existing Tenants.pdf	
20	<a href="#">Form 8B</a> : Subdivider's commitment to provide a notice of conversion to new tenants [Sec. 1381(a)(6)(C)]	20.0 Subd Notice to New Tenants.pdf	
21	<a href="#">Form 9</a> : Subdivider's commitment to provide a right of first refusal to tenants to purchase their units [Sec. 1387]	21.0 Tenant Right of Refusal.pdf	
22	Photographs of subject property as follows: [Public Works Code Sec. 723.2 & Planning Code] <input checked="" type="checkbox"/> Front photo, including sidewalks with no obstructions <input checked="" type="checkbox"/> Photo from left side, including sidewalk with no obstructions <input checked="" type="checkbox"/> Photo from right side, including sidewalk with no obstructions <input checked="" type="checkbox"/> Photo of rear of property	22.0 Photographs.pdf	
23	<a href="#">Form 10</a> : Proposition M Findings [Planning Code Sec.101.1(b)]	23.0 Prop M Findings.pdf	
24	<a href="#">Form 12</a> : Owner's Affidavit – Eviction of Senior, Disabled, or Catastrophically Ill Tenants [Sec 1396.2(b)]	24.0 Affidavit Protected Tenants.pdf	YES
25	<a href="#">Form 13</a> : Owner's Affidavit – Eviction of Tenants [Sec. 1396.2(a)]	25.0 Affidavit Evictions.pdf	YES
26	<a href="#">TIC Agreement</a> : Fully executed written agreement as of April 15, 2013 in which the owners each have an exclusive right of occupancy to individual units in the building to the exclusion of the owners of other units.	26.0 TIC Agreement.pdf	

### Electronic Submittal for the Expedited Conversion Program

The Bureau of Street Use and Mapping has transitioned to the requirement that all applications be submitted electronically. Submitting electronically has many advantages including being able to transmit an application quickly via email, saving paper and copy expenses, and simplifying the contents of an application package.

Please read through the following instructions carefully.

**Tip:** Naming your files properly will greatly expedite the processing of your application.

- A. Download hyperlinked documents and create .pdf copies of all items listed in the checklist in the order indicated.
- B. Name each .pdf according to the item number and description in the checklist.
- C. Prepare files for electronic submittal  
Create a zip file of all .pdfs. If the file size is small (less than 20mb), email to [subdivision.mapping@sfdpw.org](mailto:subdivision.mapping@sfdpw.org). Or, if the file size is too large to email, burn to CD or USB flash drive and submit application to 1155 Market Street, 3<sup>rd</sup> Floor, San Francisco, CA 94103.
- D. Document Submittal
  - a. Collate and organize all the copies of the required original paper forms using the Checklist. **It is the applicant's responsibility to submit a complete and organized application packet.** SFPW will not make extra copies of any requested and submitted document and will deem the application incomplete until the applicant submits all of the required materials.
  - b. Submit a completed and collated application packet to SFPW, Bureau of Street Use and Mapping located at 1155 Market Street, 3<sup>rd</sup> Floor, San Francisco, CA 94103.

**INCOMPLETE SUBMITTALS WILL BE CHARGED AN ADDITIONAL \$250.00 APPLICATION PROCESSING FEE - FEES ARE NON-REFUNDABLE.**

# SIRKINLAW APC

388 Market Street • Suite 1300 • San Francisco • California • 94111 • 415.839-6406(v) • 707.922.8641(f)  
r\_macguinness@ticlawyers.com • www.andysirkin.com

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

September 25, 2017

## APPLICATION FOR CONVERSION UNDER THE EXPEDITED CONVERSION PROGRAM

668-678 Page Street, San Francisco, CA 94117  
APN: 0843-015

Dear County Surveyor:

In compliance with the California Subdivision Map Act, the San Francisco Subdivision Code, the San Francisco Subdivision Regulations, and all amendments thereto, please find enclosed for your review and processing an application under the Expedited Conversion Program for the proposed condominium subdivision of residential property, together with the Condominium Conversion Application Checklist and all applicable items, fees, documents and data.

The qualifying owners for this application are as follows:

Unit	Owner Names	Purchase Date	Move-in Date	Duration	% title
668	Geoffrey Raymond Pierce	Sept 9, 2008	Sept 10, 2008	9 years	1/6
674	Christopher Beahn Christine Han Beahn	October 7, 2008	October 11, 2008	12 years 10 mos	1/6
676	Alexander Edward Apke Anna Maria Munoz	May 28, 2010	May 28, 2010	7 years	1/6
678	Michel Bechirian Niloo Tehranchi	June 6, 2003	June 13, 2003	14 years	1/6

The application fee checks, owner and neighbor envelopes and original-signed Affidavits will be delivered to your office today.

Respectfully,

Rosemarie MacGuinness, as agent for the applicant subdivider  
Attorney  
Direct phone: 415.839-6406  
Email: [r\\_macguinness@ticlawyers.com](mailto:r_macguinness@ticlawyers.com)

**Applicant Statement**

Assessor's Parcel Number: 0843-015

Property Address: 668-678 Page Street, San Francisco, CA 94117

**Owner Information**

Name(s): Peter M. Owens, Carolyn A. Radisch, Stephen L. Owens

Michel Bechirian, Niloo Tehranchi, Alexander E. Apke

Anna M. Munoz, Spencer K. Jones, Christopher Beahn, Christine Han

Beahn, Geoffrey Pierce

**Application Contact** (if different from Owner)

Name(s): Rosemarie MacGuinness

Address: 388 Market Street, Ste 1300, San Francisco, CA 94111

Phone: 415-839-6406

Email: r\_macguinness@ticlawyers.com

**Firm or Agent Preparing Subdivision Map**

Name(s): Katherine S. Anderson, Vara Land Surveying

Address: 912 Cole Street, San Francisco, CA 94117

Phone: 415-871-5283

Email: kateandersonpls@gmail.com

Number of Units in Project: 6

Number of Tenant Occupied Units: \_\_\_\_\_

Choose One:

	2-4 Units	5-6 Units
Residential	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Mixed-Use	<input type="checkbox"/>	<input type="checkbox"/>
	Number of residential: _____	Number of residential: _____
	Number of commercial: _____	Number of commercial: _____

I (We) declare, under penalty of perjury, that I am (we are) the owner(s) [authorized agent of the owner(s)] of the property that is 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.



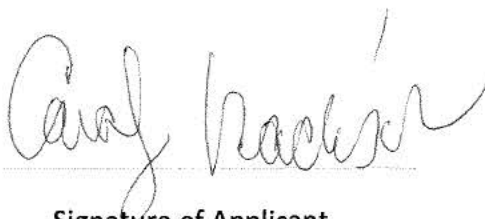
Signature of Applicant

Peter M. Owens

Printed Name

9/7/2017

Date



Signature of Applicant

Carolyn A. Radisch

Printed Name

9/7/2017

Date

Stephen L. Owens

Signature of Applicant

Printed Name

Date

Michel Bechirian

Signature of Applicant

Printed Name

Date

Niloo Tehranchi

Signature of Applicant

Printed Name

Date

Alexander E. Apke

Signature of Applicant

Printed Name

Date

I (We) declare, under penalty of perjury, that I am (we are) the owner(s) [authorized agent of the owner(s)] of the property that is 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.

Peter M. Owens

Signature of Applicant

Printed Name

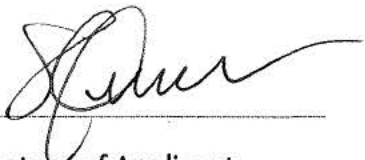
Date

Carolyn A. Radisch

Signature of Applicant

Printed Name

Date



Signature of Applicant

Stephen L. Owens

Printed Name

9/11/17

Date

Michel Bechirian

Signature of Applicant

Printed Name

Date

Niloo Tehranchi

Signature of Applicant

Printed Name

Date

Alexander E. Apke

Signature of Applicant

Printed Name

Date

I (We) declare, under penalty of perjury, that I am (we are) the owner(s) [authorized agent of the owner(s)] of the property that is 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.

Peter M. Owens

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

Carolyn A. Radisch

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

Stephen L. Owens

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date



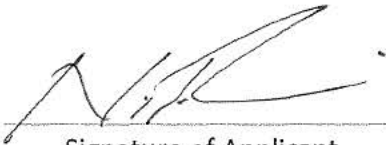
\_\_\_\_\_  
Signature of Applicant

Michel Bechirian

\_\_\_\_\_  
Printed Name

9/5/17

\_\_\_\_\_  
Date



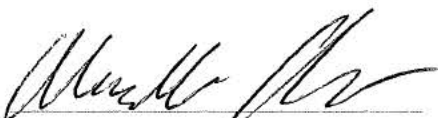
\_\_\_\_\_  
Signature of Applicant

Niloo Tehranchi

\_\_\_\_\_  
Printed Name

9/5/17

\_\_\_\_\_  
Date



\_\_\_\_\_  
Signature of Applicant

Alexander E. Apke

\_\_\_\_\_  
Printed Name

9/7/2017

\_\_\_\_\_  
Date



Signature of Applicant

Anna M. Munoz

Printed Name

9/7/17

Date



Signature of Applicant

Spencer K. Jones

Printed Name

9/8/17

Date



Signature of Applicant

Christopher Beahn

Printed Name

9/16/17

Date



Signature of Applicant

Christine Han Beahn

Printed Name

9/16/17

Date



Signature of Applicant

Geoffrey Pierce

Printed Name

9/5/17

Date

Signature of Applicant

Printed Name

Date

STEINER STREET

68.75' WIDE

LEGEND:

BC BACK OF CURB  
BW BOTTOM OF WALL  
CNC CONCRETE  
FL FLOW LINE  
ELV ELEVATION AT GROUND  
TW TOP OF WALL

BOUNDARY NOTES:

PROPERTY AND RIGHT-OF-WAY LINES SHOWN HEREON ARE BASED ON RECORD DATA AND NOT INTENDED TO BE A DETAILED FINAL SURVEY OF THE PROPERTY. BOUNDARY INFORMATION SHOWN HEREON IS FOR PLANNING PURPOSES ONLY.

ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED

ALL DISTANCED ARE MEASURED IN FEET AND DECIMALS THEREOF.

THIS MAP IS FOR THE CONVERSION OF 6 EXISTING RESIDENTIAL UNITS TO 6 RESIDENTIAL CONDOMINIUM UNITS.

DATE OF SURVEY:

TOPOGRAPHIC INFORMATION SHOWN HERE IS BASED ON A FIELD SURVEY PERFORMED BY KATHARINE ANDERSON, PLS ON APRIL 14, 2014.

SURVEY REFERENCE:

THE SURVEY HEREON IS BASED ON THE LEGAL DESCRIPTION DESCRIBED IN THE FOLLOWING GRANT DEED:  
LOT 15: RECORDED SEPTEMBER 27, 2012, DOCUMENT NUMBER 2012-J512644-00, ON REEL K741 AT IMAGE 0130.

PROJECT BENCHMARK:

ELEVATIONS SHOWN HEREON WERE OBTAINED FROM A GROUP OF CITY BENCHMARKS, LOCATED AT THE INTERSECTION OF PAGE AND FILLMORE STREETS, ELEVATIONS ARE BASED ON CITY AND COUNTY OF SAN FRANCISCO DATUM. NE CORNER, 48'E + CUT E SIDE LOWER TERRAZZO STEP. ELEVATION = 182.078'

OWNERS:

PETER M. OWENS, CAROLYN A. RADISCH, STEPHEN L. OWENS, MICHEL BECHIRIAN, NILOO TEHRANCHI, ALEXANDER E. APKE, ANA M. MUNOZ, SPENCER K. JONES, GEOFFREY PIERCE, CHRISTOPHER BEAHN, AND CHRISTINE HAN BEAHN.  
668-678 PAGE STREET  
SAN FRANCISCO CA 94117

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME, OR UNDER MY DIRECTION, AND IS BASED UPON A FIELD SURVEY.

DATE: 4/16/2014

KATHARINE S. ANDERSON, P.L.S.  
LICENSE NO. 8499



DATE:	APRIL, 2014
SCALE:	1" = 10'
DRAWN BY:	KSA
DRAWING NAME:	14-113.DWG
CHECKED BY:	KSA
SURVEYED BY:	KSA

KATHARINE S. ANDERSON  
PROFESSIONAL LAND SURVEYOR  
VARA LAND SURVEYING  
912 COLE STREET #123, SAN FRANCISCO CALIFORNIA  
(415) 871 - 5283

CONDOMINIUM CONVERSION  
TENTATIVE FINAL MAP  
668-678 PAGE STREET  
ASSESSOR'S BLOCK 0843, LOT 15

SHEET  
1 OF 1

JOB NUMBER  
14-113  
APRIL, 2014

668-678 PAGE ST.  
672 PAGE ST  
SAN FRANCISCO, CA 94117

1036

DATE 9.19.17

11-35/1210  
33

PAY TO THE ORDER OF Dept of Public Works \$ 250.00  
Two hundred fifty even DOLLARS

Bank of America

ACH R/T 121000358

FOR APN 0843-015

TE MNO

MP

668-678 PAGE ST.  
672 PAGE ST  
SAN FRANCISCO, CA 94117

1037

DATE 9.18.17

11-35/1210  
33

PAY TO THE ORDER OF Dept of Public Works \$ 10,782.00  
ten thousand seven hundred eighty two and 00/100 DOLLARS

Bank of America

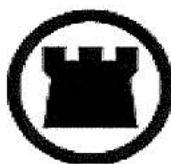
ACH R/T 121000358

FOR APN 0843-015

TE MNO

MP

Visit Us on our Website: [www.ctic.com](http://www.ctic.com)



**CHICAGO TITLE  
COMPANY**

**ISSUING OFFICE:** 2150 John Glenn Drive, Suite 400, Concord, CA 94520

**FOR SETTLEMENT INQUIRIES, CONTACT:**

Chicago Title Company  
1929 Market Street • San Francisco, CA 94103  
(415)252-2757 • FAX (415)865-2696

***Another Prompt Delivery From Chicago Title Company Title Department  
Where Local Experience And Expertise Make A Difference***

**PRELIMINARY REPORT**

**Amendment D**

Title Officer: Glenn Harner  
Email: [glenn.harner@titlegroup.fntg.com](mailto:glenn.harner@titlegroup.fntg.com)  
Title No.: FWPN-3651400327-GH

Escrow Officer: Barbara Jimenez  
Email: [jimenezb@CTT.com](mailto:jimenezb@CTT.com)  
Escrow No.: FWPN-3651400327 -BJ

TO: Michel Bechirian

Attn: Michel Bechirian

**PROPERTY ADDRESS(ES):** 668-678 Page Street, San Francisco, CA

**EFFECTIVE DATE:** August 4, 2017 at 07:30 AM

The form of policy or policies of title insurance contemplated by this report is:

CLTA Standard Coverage Policy 1990

ALTA Loan Policy 2006

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A Fee

**"Continued on next page"**

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

Peter M. Owens and Carolyn A. Radisch, husband and wife, as joint tenants, as to an undivided 2/18 interest;

Stephen L. Owens, a married man, as his sole and separate property, as to an undivided 1/18 interest;

Michel Bechirian and Niloo Tehranchi, husband and wife, as community property with right of survivorship, as to an undivided 1/6 interest;

Alexander E. Apke and Anna M. Munoz, husband and wife as community property with right of survivorship as to an undivided 1/6 interest;

Spencer K. Jones, a married man as his sole and separate property as to an undivided 1/6 interest;  
Geoffrey Pierce, an unmarried man, as to an undivided 1/6 interest;

Christopher Beahn and Christine Han Beahn, husband and wife as community property with right of survivorship as to an undivided 1/6 interest

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

**EXHIBIT "A"**  
Legal Description

**For APN/Parcel ID(s): Lot 15, Block 843**

---

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 Northerly line of Page Street, distant thereon 100 feet Easterly from the Easterly line of Steiner Street; running thence Easterly and along said Northerly line of Page Street 37 feet 10-1/2 inches; thence at a right angle Northerly 15 feet 9 inches; thence at a right angle Northwesterly along a line which if extended would intersect the Easterly line of Steiner Street at a point thereon 76 feet 5 inches Northerly from the Northerly line of Page Street 4-1/2 inches, more or less, to a point distant 137 feet 6 inches Easterly from the Easterly line of Steiner Street, measured along a line drawn at right angles thereto; thence Northerly and parallel with Steiner Street 91 feet 9 inches; thence at a right angle Westerly 37 feet 6 inches; thence at a right angle Southerly 107 feet 6 inches to the Northerly line of Page Street and the point of commencement.

BEING a portion of Western Addition Block No. 370.

**AT THE DATE HEREOF, EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:**

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2017-2018.
2. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.
3. The herein described property lies within the boundaries of a Mello Roos Community Facilities District ("CFD"), as follows:

CFD No: 90 1  
For: School Facility Repair and Maintenance

This property, along with all other parcels in the CFD, is liable for an annual special tax. This special tax is included with and payable with the general property taxes of the City and County of San Francisco. The tax may not be prepaid.

Further information may be obtained by contacting:

Chief Financial Officer  
San Francisco Unified School District  
135 Van Ness Ave. - Room 300  
San Francisco, CA 94102  
Phone (415) 241-6542

4. Matters contained in that certain document entitled "Memorandum of Notice Regarding Withdrawal of Unit from Rent or Lease" dated January 6, 2003, executed by and between Peter M. Owens; Carolyn A. Radisch; Stephen L. Owens recorded January 8, 2003, Instrument No. 2003-H333414, Official Records.

Reference is hereby made to said document for full particulars.

5. Notice of Special Restrictions under the City Planning Code of the City and County of San Francisco upon the terms and conditions contained therein

Recording Date: April 30, 2003  
Recording No.: 2003-H427409, Official Records

Reference is made to said document for full particulars.

Amended Notice of Constraints on Real Property, recorded September 24, 2003, as Instrument No. H547090, Official Records.

**EXCEPTIONS**  
(continued)

6. Notice of Special Restrictions under the City Planning Code of the City and County of San Francisco upon the terms and conditions contained therein

Recording Date: September 24, 2003  
Recording No.: 2003-H547091, Official Records

Reference is made to said document for full particulars.

7. Matters contained in that certain document entitled "Grant of Life Estate" dated June 15, 2005, executed by and between Peter M. Owens, Carolyn A. Radisch and Stephen L. Owens; and Iris Canada recorded October 19, 2005, Instrument No. 2005-I054455, Official Records.

Reference is hereby made to said document for full particulars.

8. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$250,000.00  
Dated: October 6, 2005  
Trustor/Grantor: Iris Canada  
Trustee: Old Republic Title Company  
Beneficiary: Peter M. Owens, Carolyn A. Radisch and Stephen L. Owens  
Recording Date: October 19, 2005  
Recording No.: 2005-I054456, Official Records

(Note: Chicago Title Company will require a full reconveyance be recorded before this item will be removed from our report)

9. Matters contained in that certain document entitled "Memorandum of Agreement and Non-Partition Covenant" dated 05/24/2010 05/27/2010 05/26/2010, executed by and between Geoff Pierce; Spencer K. Jones; Tyler J. Barrick; Christine Han Beahn; Christopher Beahn; Alexander Apke; Michael Bechirian; Stephen Owens; Peter M. Owens, Trustee of the Peter M. Owens Living Trust UDT 4/6/2006; Carolyn A. Radisch, Trustee of The Carolyn A. Radisch Living Trust UDT 4/6/2006 recorded May 28, 2010, Instrument No. 2010-I975635, Official Records.

Reference is hereby made to said document for full particulars.

10. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$375,000.00  
Dated: May 1, 2012  
Trustor/Grantor: Spencer K. Jones, a married man as his sole and separate property  
Trustee: Christopher T. Goettke  
Beneficiary: NCB, FSB, a Federal Savings Bank  
Recording Date: May 8, 2012  
Recording No.: 2012-J407543, Official Records

Affects: Trustor's interest only

**EXCEPTIONS**  
(continued)

11. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$416,250.00  
Dated: September 28, 2012  
Trustor/Grantor: Geoffrey Pierce, an unmarried man  
Trustee: Chicago Title Company  
Beneficiary: Sterling Bank & Trust, F.S.B., a Federal Savings Bank  
Loan No.: 000006622  
Recording Date: October 10, 2012  
Recording No.: 2012-J517852, Official Records

Affects: Trustor's interest only

12. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$600,000.00  
Dated: October 22, 2016  
Trustor/Grantor: Christopher Beahn and Christine Han Beahn, husband and wife as community property, with right of survivorship  
Trustee: Christopher T. Goettke, A National Bank  
Beneficiary: National Cooperative Bank, N.A., a National Bank  
Recording Date: October 27, 2016  
Recording No.: 2016-K350823, Official Records

13. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$445,000.00  
Dated: March 1, 2017  
Trustor/Grantor: Alexander E. Apke and Anna M. Munoz, husband and wife, as community property with right of survivorship  
Trustee: Old Republic Title Company  
Beneficiary: Sterling Bank & Trust, F.S.B.  
Recording Date: March 8, 2017  
Recording No.: 2017-K418222, Official Records

14. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$735,000.00  
Dated: May 5, 2017  
Trustor/Grantor: Michel Bechirian and Niloo Tehranchi, husband and wife as community property with right of survivorship  
Trustee: Christopher T. Goettke, a National Bank  
Beneficiary: National Co-operative Bank, N.A., a National Bank  
Loan No.: 830457710  
Recording Date: May 10, 2017  
Recording No.: 2017-K449068 of Official Records

**EXCEPTIONS**  
(continued)

15. In order to complete this report, the Company requires a Statement of Information to be completed by the following party(ies),

Party(ies): Stephen L. Owens, Carolyn A. Radisch, Christine Han Beahn and Peter M. Owens

The Company reserves the right to add additional items or make further requirements after review of the requested Statement of Information.

NOTE: The Statement of Information is necessary to complete the search and examination of title under this order. Any title search includes matters that are indexed by name only, and having a completed Statement of Information assists the Company in the elimination of certain matters which appear to involve the parties but in fact affect another party with the same or similar name. Be assured that the Statement of Information is essential and will be kept strictly confidential to this file.

16. Any rights, interests or claims which are not disclosed by the public records, whether or not such rights, interests or claims could be ascertained by making inquiry of the co-tenants and/or any person or persons claiming under them.

If the Company is asked to insure less than all tenants-in-common owners, the above will be shown on any policy of title insurance.

SSC  
3/31/17

**END OF EXCEPTIONS**

## NOTES

- Note 1.** Note: Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts were:

Code Area: 1000  
Tax Identification No.: Lot 15, Block 843  
Fiscal Year: 2016-2017  
1st Installment: \$19,223.92  
2nd Installment: \$19,223.92  
Exemption: \$35,000.00  
Land: \$1,754,921.00  
Improvements: \$1,470,176.00  
Bill No.: 034412

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

- Note 2.** Note: The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement Form 116 indicating that there is located on said Land a Multiple Family Dwelling, known as 668-678 Page Street, San Francisco, California, to an Extended Coverage Loan Policy.

- Note 3.** Note: The only conveyance(s) affecting said Land, which recorded within 24 months of the date of this report, are as follows:

Grantor: Alexander E. Apke and Anna M. Munoz, who currently holds title as Ana M. Munoz, husband and wife, as community property with right of survivorship  
Grantee: Alexander E. Apke and Anna M. Munoz, husband and wife as community property  
with right of survivorship  
Recording Date: March 8, 2017  
Recording No.: 2017-K418221, Official Records

- Note 4.** A recorded Certificate of Energy Compliance for the property described herein recorded May 20, 2010, Instrument No. 2010-I969124, Official Records.

- Note 5.** Effective December 27, 2016, as mandated through local ordinance, the transfer tax rates are as follows:

More than \$100 but Less than or Equal to \$250,000 at \$2.50 for each \$500 (\$5.00 per thousand)  
More than \$250,000 but Less than \$1,000,000 at \$3.40 for each \$500 (\$6.80 per thousand)  
\$1,000,000 or More but Less than \$5,000,000 at \$3.75 for each \$500 (\$7.50 per thousand)  
\$5,000,000 or More but Less than \$10,000,000 at \$11.25 for each \$500 (\$22.50 per thousand)  
\$10,000,000.00 or More but Less than \$24,999,000 at \$13.75 for each \$500 (\$27.50 per thousand)  
\$25,000,000.00 or More at \$15.00 for each \$500.00 or portion thereof (\$30.00 per thousand)

NOTE: These rates are for documents recorded on or after December 27, 2016, regardless of when the instrument was executed.

**NOTES**  
(continued)

- Note 6.** If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.
- Note 7.** Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirements cannot be met, please call the company at the number provided in this report.

**END OF NOTES**

**FIDELITY NATIONAL FINANCIAL  
PRIVACY NOTICE**

**Effective: May 1, 2015; Last Updated: March 1, 2017**

At Fidelity National Financial, Inc., we respect and believe it is important to protect the privacy of consumers and our customers. This Privacy Notice explains how we collect, use, and protect any information that we collect from you, when and to whom we disclose such information, and the choices you have about the use of that information. A summary of the Privacy Notice is below, and we encourage you to review the entirety of the Privacy Notice following this summary. You can opt-out of certain disclosures by following our opt-out procedure set forth at the end of this Privacy Notice.

<p><b><u>Types of Information Collected.</u></b> You may provide us with certain personal information about you, like your contact information, address demographic information, social security number (SSN), driver's license, passport, other government ID numbers and/or financial information. We may also receive browsing information from your Internet browser, computer and/or mobile device if you visit or use our websites or applications.</p>	<p><b><u>How Information is Collected.</u></b> We may collect personal information from you via applications, forms, and correspondence we receive from you and others related to our transactions with you. When you visit our websites from your computer or mobile device, we automatically collect and store certain information available to us through your Internet browser or computer equipment to optimize your website experience.</p>
<p><b><u>Use of Collected Information.</u></b> We request and use your personal information to provide products and services to you, to improve our products and services, and to communicate with you about these products and services. We may also share your contact information with our affiliates for marketing purposes.</p>	<p><b><u>When Information Is Disclosed.</u></b> We may disclose your information to our affiliates and/or nonaffiliated parties providing services for you or us, to law enforcement agencies or governmental authorities, as required by law, and to parties whose interest in title must be determined.</p>
<p><b><u>Choices With Your Information.</u></b> Your decision to submit information to us is entirely up to you. You can opt-out of certain disclosure or use of your information or choose to not provide any personal information to us.</p>	<p><b><u>Information From Children.</u></b> We do not knowingly collect information from children who are under the age of 13, and our website is not intended to attract children.</p>
<p><b><u>Privacy Outside the Website.</u></b> We are not responsible for the privacy practices of third parties, even if our website links to those parties' websites.</p>	<p><b><u>International Users.</u></b> By providing us with you information, you consent to its transfer, processing and storage outside of your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.</p>
<p><b><u>The California Online Privacy Protection Act.</u></b> Some FNF companies provide services to mortgage loan servicers and, in some cases, their websites collect information on behalf of mortgage loan servicers. The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through those websites.</p>	
<p><b><u>Your Consent To This Privacy Notice.</u></b> By submitting information to us or by using our website, you are accepting and agreeing to the terms of this Privacy Notice.</p>	<p><b><u>Access and Correction; Contact Us.</u></b> If you desire to contact us regarding this notice or your information, please contact us at <a href="mailto:privacy@fnf.com">privacy@fnf.com</a> or as directed at the end of this Privacy Notice.</p>

**FIDELITY NATIONAL FINANCIAL  
PRIVACY NOTICE**

**Effective: May 1, 2015; Last Updated: March 1, 2017**

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing title insurance, real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. We will take reasonable steps to ensure that your Personal Information and Browsing Information will only be used in compliance with this Privacy Notice and applicable laws. This Privacy Notice is only in effect for Personal Information and Browsing Information collected and/or owned by or on behalf of FNF, including Personal Information and Browsing Information collected through any FNF website, online service or application (collectively, the "Website").

**Types of Information Collected**

We may collect two types of information from you: Personal Information and Browsing Information.

**Personal Information.** FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- social security number (SSN), driver's license, passport, and other government ID numbers;
- financial account information; and
- other personal information needed from you to provide title insurance, real estate- and loan-related services to you.

**Browsing Information.** FNF may collect the following categories of Browsing Information:

- Internet Protocol (or IP) address or device ID/UDID, protocol and sequence information;
- browser language and type;
- domain name system requests;
- browsing history, such as time spent at a domain, time and date of your visit and number of clicks;
- http headers, application client and server banners; and
- operating system and fingerprinting data.

**How Information is Collected**

In the course of our business, we may collect *Personal Information* about you from the following sources:

- applications or other forms we receive from you or your authorized representative;
- the correspondence you and others send to us;
- information we receive through the Website;
- information about your transactions with, or services performed by, us, our affiliates or nonaffiliated third parties; and
- information from consumer or other reporting agencies and public records maintained by governmental entities that we obtain directly from those entities, our affiliates or others.

If you visit or use our Website, we may collect *Browsing Information* from you as follows:

- **Browser Log Files.** Our servers automatically log each visitor to the Website and collect and record certain browsing information about each visitor. The Browsing Information includes generic information and reveals nothing personal about the user.
- **Cookies.** When you visit our Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. When you visit a website again, the cookie allows the website to recognize your computer. Cookies may store user preferences and other information. You can choose whether or not to accept cookies by changing your Internet browser settings, which may impair or limit some functionality of the Website.

**Use of Collected Information**

Information collected by FNF is used for three main purposes:

- To provide products and services to you or any affiliate or third party who is obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services.

- To communicate with you and to inform you about our, our affiliates' and third parties' products and services, jointly or independently.

#### **When Information Is Disclosed**

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) and Browsing Information to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Please see the section "Choices With Your Personal Information" to learn how to limit the discretionary disclosure of your Personal Information and Browsing Information.

Disclosures of your Personal Information may be made to the following categories of affiliates and nonaffiliated third parties:

- to third parties to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to our affiliate financial service providers for their use to market their products or services to you;
- to nonaffiliated third party service providers who provide or perform services on our behalf and use the disclosed information only in connection with such services;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to market financial products or services to you;
- to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoena or court order;
- to lenders, lien holders, judgment creditors, or other parties claiming an interest in title whose claim or interest must be determined, settled, paid, or released prior to closing; and
- other third parties for whom you have given us written authorization to disclose your Personal Information.

We may disclose Personal Information and/or Browsing Information when required by law or in the good-faith belief that such disclosure is necessary to:

- comply with a legal process or applicable laws;
- enforce this Privacy Notice;
- investigate or respond to claims that any material, document, image, graphic, logo, design, audio, video or any other information provided by you violates the rights of a third party; or
- protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep your Personal Information secure. When we provide Personal Information to our affiliates or third party service providers as discussed in this Privacy Notice, we expect that these parties process such information in compliance with our Privacy Notice or in a manner that is in compliance with applicable privacy laws. The use of your information by a business partner may be subject to that party's own Privacy Notice. Unless permitted by law, we do not disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors. You expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings. We cannot and will not be responsible for any breach of security by a third party or for any actions of any third party that receives any of the information that is disclosed to us.

#### **Choices With Your Information**

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you. The uses of your Personal Information and/or Browsing Information that, by law, you cannot limit, include:

- for our everyday business purposes – to process your transactions, maintain your account(s), to respond to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders, or report to credit bureaus;
- for our own marketing purposes;
- for joint marketing with financial companies; and

- for our affiliates' everyday business purposes – information about your transactions and experiences.

You may choose to prevent FNF from disclosing or using your Personal Information and/or Browsing Information under the following circumstances ("opt-out"):

- for our affiliates' everyday business purposes – information about your creditworthiness; and
- for our affiliates to market to you.

To the extent permitted above, you may opt-out of disclosure or use of your Personal Information and Browsing Information by notifying us by one of the methods at the end of this Privacy Notice. We do not share your personal information with non-affiliates for their direct marketing purposes.

For California Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by California law. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by Vermont law, such as to process your transactions or to maintain your account. In addition, we will not share information about your creditworthiness with our affiliates except with your authorization. For joint marketing in Vermont, we will only disclose your name, contact information and information about your transactions.

#### **Information From Children**

The Website is meant for adults and is not intended or designed to attract children under the age of thirteen (13). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian. By using the Website, you affirm that you are over the age of 13 and will abide by the terms of this Privacy Notice.

#### **Privacy Outside the Website**

The Website may contain links to other websites. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites.

#### **International Users**

FNF's headquarters is located within the United States. If you reside outside the United States or are a citizen of the European Union, please note that we may transfer your Personal Information and/or Browsing Information outside of your country of residence or the European Union for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection and transfer of such information in accordance with this Privacy Notice.

#### **The California Online Privacy Protection Act**

For some FNF websites, such as the Customer CareNet ("CCN"), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer via the website. The information which we may collect on behalf of the mortgage loan servicer is as follows:

- first and last name;
- property address;
- user name and password;
- loan number;
- social security number - masked upon entry;
- email address;

- three security questions and answers; and
- IP address.

The information you submit through the website is then transferred to your mortgage loan servicer by way of CCN.

**The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.**

CCN does not share consumer information with third parties, other than (1) those with which the mortgage loan servicer has contracted to interface with the CCN application, or (2) law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders. All sections of this Privacy Notice apply to your interaction with CCN, except for the sections titled "Choices with Your Information" and "Access and Correction." If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, you should contact your mortgage loan servicer.

#### **Your Consent To This Privacy Notice**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information by us in compliance with this Privacy Notice. Amendments to the Privacy Notice will be posted on the Website. Each time you provide information to us, or we receive information about you, following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

#### **Accessing and Correcting Information; Contact Us**

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing with our affiliates for their marketing purposes, please send your requests to [privacy@fnf.com](mailto:privacy@fnf.com) or by mail or phone to:

Fidelity National Financial, Inc.  
601 Riverside Avenue  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer  
(888) 934-3354

## ATTACHMENT ONE

### CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990

#### 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 which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) whether or not recorded in the public records at Date of Policy, but 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; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which 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, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

#### EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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

1. Taxes or assessments which 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.

Proceedings by a public agency which 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 which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are 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.

**ATTACHMENT ONE  
(CONTINUED)**

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)  
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE**

**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.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

**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.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 5,000.00

## ATTACHMENT ONE (CONTINUED)

### 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.
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.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business 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.
7. 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

[Except as provided in Schedule B - Part II, [t] or [T]his policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

##### [PART I

[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:

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.]

##### PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:]

**ATTACHMENT ONE  
(CONTINUED)**

**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 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. 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:

[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:

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.]
7. [Variable exceptions such as taxes, easements, CC&R's, etc., shown here.]

**ATTACHMENT ONE  
(CONTINUED)**

**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY - ASSESSMENTS PRIORITY (04-02-15)**

**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 which 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, 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 doing-business 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.
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.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

## Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

### **FNF Underwritten Title Companies**

CTC – Chicago Title Company  
CLTC – Commonwealth Land Title Company  
FNTC – Fidelity National Title Company  
FNTCCA – Fidelity National Title Company of California  
TICOR – Ticor Title Company of California  
LTC – Lawyer's Title Company

### **Underwritten by FNF Underwriters**

CTIC – Chicago Title Insurance Company  
CLTIC – Commonwealth Land Title Insurance Company  
FNTIC – Fidelity National Title Insurance Company  
FNTIC – Fidelity National Title Insurance Company  
CTIC – Chicago Title Insurance Company  
CLTIC – Commonwealth Land Title Insurance Company

### **Available Discounts**

#### **DISASTER LOANS (CTIC, CLTIC, FNTIC)**

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within twenty-four (24) months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be fifty percent (50%) of the appropriate title insurance rate.

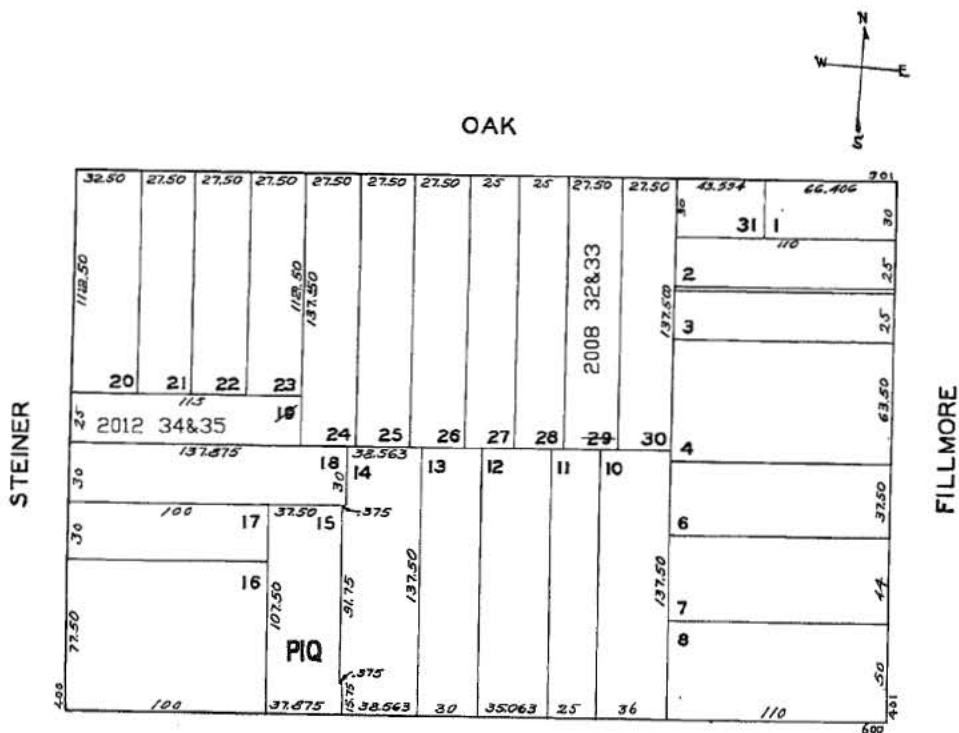
#### **CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, FNTIC)**

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be thirty-two percent (32%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

**Important:** This plat is not a survey. It is furnished as a convenience to locate the land in relation to adjoining streets and other lands and not to guarantee any dimensions, distances, bearings or acreage.

Revised 2008  
Revised 2012

OAK



PAGE



## PRELIMINARY REPORT

In response to the application for a policy of title insurance referenced herein, **Chicago Title 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 herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions 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 Attachment One. 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 Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

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.

The policy(ies) of title insurance to be issued hereunder will be policy(ies) of Chicago Title Insurance Company, a Nebraska corporation.

**Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One 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.**

Chicago Title Insurance Company

By:

President

Attest:

Secretary

Countersigned By:

Authorized Officer or Agent



RECORDING REQUESTED BY:

Old Republic Title Company

Escrow No.: 0219019377

APN: Lot 015; Block 0843

Situs: 676 Page

When Recorded Mail Document and Tax Statements to:

Alexander E. Apke & Anna M. Munoz

676 Page

San Francisco, CA 94117

20179K41822100003

San Francisco Assessor-Recorder

Carmen Chu, Assessor-Recorder

DOC 2017-K418221-00

Acct 5002-Old Republic Title Company

Wednesday, MAR 08, 2017 08:53:02

Ttl Pd \$24.00 Nbr-0005564514

ofa/RE/1-3

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

## Grant Deed

The undersigned grantor(s) declare(s):

Documentary Transfer Tax is ~~\$0.00~~ No change in ownership

☒ (X) computed on full value of property conveyed, or

☐ ( ) computed on full value less of liens and encumbrances remaining at time of sale.

☐ ( ) Unincorporated area: ☒ (X) City of San Francisco

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

Alexander E. Apke and Anna M. Munoz, who currently holds title as Ana M. Munoz husband and wife, as community property with right of survivorship

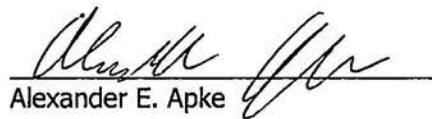
hereby GRANT(S) to

Alexander E. Apke and Anna M. Munoz, husband and wife as community property with right of survivorship

that property in City of San Francisco, San Francisco County, State of California, described as:

See "Exhibit A" attached hereto and made a part hereof.

Date: February 28, 2017

  
Alexander E. Apke

  
Anna M. Munoz

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

On MAR. 1, 2017 before me, DAISY DEGUZMAN a Notary Public, personally appeared ALEXANDER E. APLE & ANNA M. MUNOZ, 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 he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/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.

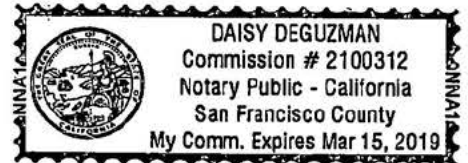
WITNESS my hand and official seal.

Signature: \_\_\_\_\_

Name: DAISY DEGUZMAN

(Typed or Printed)

(Seal)



**EXHIBIT A**

The land referred to is situated in the County of San Francisco, City of San Francisco, State of California, and is described as follows:

An undivided 1/6<sup>th</sup> Tenancy in Common Interest in and to the following described Real Property:

Commencing at a point on the Northerly line of Page Street, distant thereon 100 feet Easterly from the Easterly line of Steiner Street; running thence Easterly and along said Northerly line of Page Street 37 feet 10-1/2 inches; thence at a right angle Northerly 15 feet 9 inches; thence Northwesterly along a line which if extended would intersect the Easterly line of Steiner Street at a point thereon 76 feet 5 inches Northerly from the Northerly line of Page Street 4-1/2 inches, more or less, to a point distant 137 feet 6 inches Easterly from the Easterly line of Steiner Street, measured along a line drawn at right angles thereto; thence Northerly and parallel with Steiner Street 91 feet 9 inches; thence at a right angle Westerly 37 feet 6 inches; thence at a right angle Southerly 107 feet 6 inches to the Northerly line of Page Street and the point of beginning.

Being a portion of Western Addition Block No. 370

Assessor's Lot 015; Block 0843

**EXHIBIT "A"**  
Legal Description

**For APN/Parcel ID(s): Lot 15, Block 843**

---

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 Northerly line of Page Street, distant thereon 100 feet Easterly from the Easterly line of Steiner Street; running thence Easterly and along said Northerly line of Page Street 37 feet 10-1/2 inches; thence at a right angle Northerly 15 feet 9 inches; thence at a right angle Northwesterly along a line which if extended would intersect the Easterly line of Steiner Street at a point thereon 76 feet 5 inches Northerly from the Northerly line of Page Street 4-1/2 inches, more or less, to a point distant 137 feet 6 inches Easterly from the Easterly line of Steiner Street, measured along a line drawn at right angles thereto; thence Northerly and parallel with Steiner Street 91 feet 9 inches; thence at a right angle Westerly 37 feet 6 inches; thence at a right angle Southerly 107 feet 6 inches to the Northerly line of Page Street and the point of commencement.

BEING a portion of Western Addition Block No. 370.

Important: This plat is not a  
survey. It is furnished as a  
convenience to locate the land  
in relation to adjoining streets  
and other lands and not to  
guarantee any dimensions,  
distances, bearings or acreage.

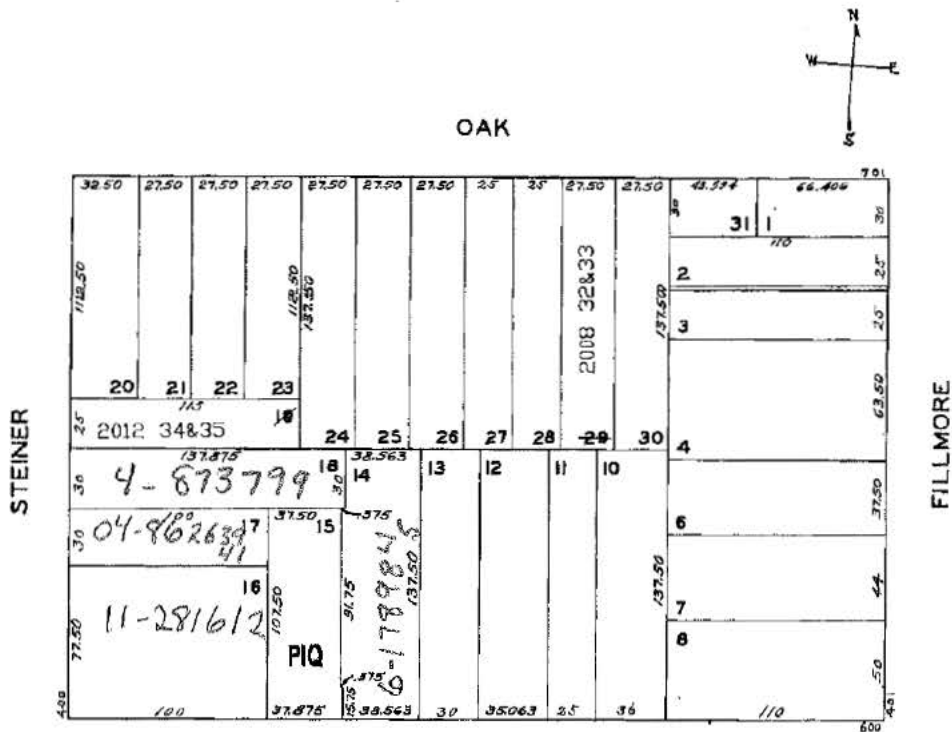
W A BLK. 370 **843**

Revised 2009  
Revised 2012

**LOTS MERGED**

Left  
5 - 4 - 1944  
9 - 0 - 4

lot 29 into lots 32&33 for 2008 roll  
lot 19 into lots 34&35 for 2012 roll



PAGE

1973 NOV -2 PM 3:29  
SAN FRANCISCO, CALIF.  
MARTIN-MONGAN  
RECORDER

Name	Gail Jean Silva & Sharon Marie Silva
Street Address	632 Page Street
City/State/Zip	San Francisco, CA.

W29563

Figure 1  
Street SAME AS ABOVE

DOCUMENTARY TRANSFER TAX \$ 47.30  
 COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, OR  
 COMPUTED ON FULL VALUE OF INTERESTS & ENCUMBRANCES  
 REMAINING THEREON AT TIME OF SALE.

REMAINING THEREOUT IN FULL OF SALE.

*James A. Smith* (Signature) *JA* (Initials)

SIGNATURE OF DECLARANT OR AGENT (Last Name, First Name)  
BY OF: *James A. Smith* UNINCORPORATED

TRANSFER TAX \$-47.30

(Escrow No. 316412)

By this instrument dated October 30, 1973 for a valuable consideration,

HARDY M. WILLIAMS, a single man

hereby GRANTS to

GAIL JEAN SILVA, a single woman and  
SHARON MARIE SILVA, a single woman, as joint tenants  
the following described Real Property in the State of California, County of San Francisco

City of San Francisco

BEGINNING at a point on the northerly line of Page Street, distant thereon 137 feet 10-1/2 inches easterly from the easterly line of Steiner Street; running thence easterly along the northerly line of Page Street 38 feet 6-3/4 inches; thence at a right angle northerly 137 feet 6 inches; thence at a right angle westerly 38 feet 6-3/4 inches; thence at a right angle southerly 137 feet 6 inches to the northerly line of Page Street and the point of beginning.

BEING a portion of Western Addition Block Number 370.

Hardy M. Williams  
Hardy M. Williams

Form No. 340 Revised 9-67

STATE OF CALIFORNIA  
COUNTY OF San Francisco

On NOV. 2nd 1973 before me, the undersigned, a Notary Public in and for said  
 55. County and State, personally appeared Hardy M. Williams

person \_\_\_\_\_ whose name is subscribed to the within instrument, and acknowledged to me that \_\_\_\_\_ he \_\_\_\_\_ executed the same.

Notary's Signature 



MAIL TAX STATEMENTS AS DIRECTED ABOVE

RECORDING REQUESTED BY:  
Richard J. Lee

WHEN RECORDED RETURN TO:  
Richard J. Lee  
11 Embarcadero West, Suite 140  
Oakland, CA 94607-4543

MAIL TAX STATEMENTS TO:  
Sharon Silva  
632 Page Street  
San Francisco, CA 94117

San Francisco Assessor-Recorder  
Phil Ting, Assessor-Recorder  
DOC- 2006-1178985-00  
Check Number 1785  
Friday, MAY 19, 2006 09:50:52  
Ttl Pd \$9.00 Nbr-000299542  
REEL J144 IMAGE 0225  
ced/ER/1-1

### TRUST TRANSFER DEED

The undersigned Grantor declares under penalty of perjury that the following is true and correct: There is no consideration for this transfer. This transfer is not pursuant to a sale.

DOCUMENTARY TRANSFER TAX IS: None. There is no Documentary transfer tax due. This is a transfer to a revocable trust by the Grantor.

GRANTOR, SHARON MARIE SILVA hereby GRANTS to SHARON MARIE SILVA, as Trustee of the SHARON M. SILVA REVOCABLE TRUST, her undivided interest in the real property in the County of San Francisco, State of California, described as:

BEGINNING at a point on the northerly line of Page Street, distant thereon 137 feet 10-1/2 inches easterly from the easterly line of Steiner Street; running thence easterly along the northerly line of Page Street 38 feet 6-3/4 inches; thence at a right angle northerly 137 feet 6 inches; thence at a right angle westerly 38 feet 6-3/4 inches; thence at a right angle southerly 137 feet 6 inches to the northerly line of Page Street and the point of beginning.

BEING a portion of Western Addition Block Number 370.

★ AP No. Block 0843, Lot 14.

Dated: May 2, 2006

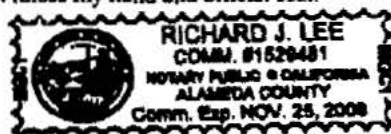
  
SHARON MARIE SILVA

### ACKNOWLEDGMENT

State of California )  
County of Alameda )

On, May 2, 2006 before me, Richard J. Lee, the undersigned Notary Public, personally SHARON MARIE SILVA personally known to me (or 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 this instrument.

Witness my hand and official seal.



  
Notary Public in and for said State

RECORDING REQUESTED BY:  
Richard J. Lee

WHEN RECORDED RETURN TO:  
Richard J. Lee  
11 Embarcadero West, Suite 140  
Oakland, CA 94607-4543

MAIL TAX STATEMENTS TO:  
Gail Silva  
632 Page Street  
San Francisco, CA 94117

  
San Francisco Assessor-Recorder  
Phil Ting, Assessor-Recorder  
DOC- 2006-I178984-00  
Check Number 178W  
Friday, MAY 19, 2006 09:50:43  
Ttl Pd \$9.00 Nbr-0002999541  
REEL J144 IMAGE 0224  
end/EN/1-1

TRUST TRANSFER DEED

The undersigned Grantor declares under penalty of perjury that the following is true and correct: There is no consideration for this transfer. This transfer is not pursuant to a sale.

DOCUMENTARY TRANSFER TAX IS: None. There is no Documentary transfer tax due. This is a transfer to a revocable trust by the Grantor.

GRANTOR, GAIL JEAN SILVA hereby GRANTS to GAIL JEAN SILVA, as Trustee of the GAIL J. SILVA REVOCABLE TRUST, her undivided interest in the real property in the County of San Francisco, State of California, described as:

BEGINNING at a point on the northerly line of Page Street, distant thereon 137 feet 10-1/2 inches easterly from the easterly line of Steiner Street; running thence easterly along the northerly line of Page Street 38 feet 6-3/4 inches; thence at a right angle northerly 137 feet 6 inches; thence at a right angle westerly 38 feet 6-3/4 inches; thence at a right angle southerly 137 feet 6 inches to the northerly line of Page Street and the point of beginning.

BEING a portion of Western Addition Block Number 370.

AP No. Block 0843, Lot 14.

Dated: May 2, 2006

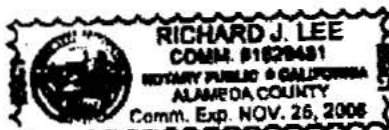
  
GAIL JEAN SILVA

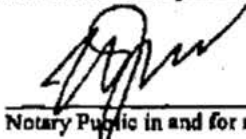
ACKNOWLEDGMENT

State of California )  
County of Alameda )

On, May 2, 2006 before me, Richard J. Lee, the undersigned Notary Public, personally GAIL JEAN SILVA personally known to me (or 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 this instrument.

Witness my hand and official seal.



  
Notary Public in and for said State

**RECORDING REQUESTED BY:**

Fidelity National Title Company  
 Escrow No.: 11-738433-GL  
 Locate No.: CAFNT0938-0938-0005-0000738433  
 Title No.: 11-738433-JJ

**When Recorded Mail Document and Tax Statement To:**

Page Steiner Associates LLC  
 431 Steiner Street  
 San Francisco, CA 94117

690 PAGE STEINER

APN: Lot 016, Block 0843



San Francisco Assessor-Recorder  
 Phil Ting, Assessor-Recorder

DOC- 2011-J281612-00

Recd 11-FIDELITY NATIONAL Title Company

Thursday, OCT 06, 2011 08:00:00

Ttl Pd \$21.00 Rcpt # 0004256805

REEL K497 IMAGE 0064

081/00/1-2

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**GRANT DEED**

The undersigned grantor(s) declare(s)

Documentary transfer tax is (TRANSFER TAX SHOWN ON SEPARATE PAGE)

{ 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,

**FOR A VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, San Francisco Peninsula Southern Baptist Association, a California Corporation

hereby **GRANT(S)** to Page Steiner Associates LLC, a California Limited Liability Company

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: September 29, 2011

State of California

County of SAN FRANCISCO

On 10-4-2011

STEVE B. SALVEJO before me,  
 (here insert name and title of the officer), Notary Public

ARTHUR MCKAY JR personally appeared

San Francisco Peninsula Southern Baptist Association

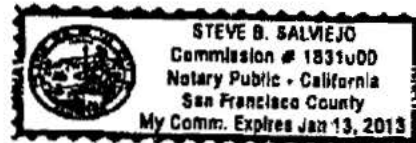
By: [Signature]

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 he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/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 [Signature] (Seal)

**MAIL TAX STATEMENTS AS DIRECTED ABOVE**

FD-213 (Rev 12/07)  
 (grant)(06-09)

GRANT DEED

Escrow No.: 11-738433-GI  
Locate No.: CAFNT0938-0938-0005-0000738433  
Title No.: 11-738433-JJ

## 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 of intersection of the Northerly line of Page Street and the Easterly line of Steiner Street, running thence Northerly and along said line of Steiner Street 77 feet 6 inches; thence at a right angle Easterly 100 feet; thence at a right angle Southerly 77 feet 6 inches to the Northerly line of Page Street; thence at a right angle Westerly along said line of Page Street 100 feet to the point of commencement.

Being a part of Western Addition Block No. 370.

APN: Lot 016, Block 0843.

83  
RECORDING REQUESTED BY:  
Fidelity National Title Company  
Escrow No. 937313-NDL  
Title Order No. 00937313

When Recorded Mail Document  
and Tax Statement To:  
Eric A. Neplokh  
2001 Union Street, #270  
San Francisco, CA 94123

San Francisco Assessor-Recorder  
Mabel S. Teng, Assessor-Recorder  
DOC- 2004-H862641-00  
Acct 11-FIDELITY NATIONAL Title Company  
Tuesday, DEC 07, 2004 08:00:00  
Tel Pd \$8,725.00 Nbr-0002638551  
REEL I778 IMAGE 0144  
0J1/JL/1-2

APN: Lot 17, Block 843  
410 Steiner Street, SF, CA

GRANT DEED

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned grantor(s) declare(s)  
Documentary transfer tax is \$8,715.00

- ☒ 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

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Harriet Clare Isaac, Administrator of The Estate of Guy Antony Hudson, deceased pursuant to Certified Letters of Administration filed in the Superior Court of California, County of San Francisco on 9/16/04, under case number PES-04-286319, a certified copy recorded concurrently herewith;

hereby GRANT(S) to Eric A. Neplokh, A Married Man as his Sole and Separate Property

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

DATED: December 1, 2004

STATE OF CALIFORNIA  
COUNTY OF Riverside  
ON December 3, 2004 before me,  
Michelle Greenway Notary Public, personally appeared  
Harriet Clare Isaac

The Estate of Guy Antony Hudson, deceased

By: Harriet Clare Isaac  
Harriet Clare Isaac, Administrator

personally known to me (or 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 he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Signature Michelle Greenway



MAIL TAX STATEMENTS AS DIRECTED ABOVE

FD-213 (Rev 7/95)

GRANT DEED

Esrow No. 937313-NDL  
Title Order No. 00937313

H862641

### EXHIBIT ONE

BEGINNING at a point on the Easterly line of Steiner Street, distant thereon 167 feet 6 inches Southerly from the Southerly line of Oak Street; running thence Southerly along said line of Steiner Street 30 feet; thence at a right angle Easterly 100 feet; thence at a right angle Northerly 30 feet; thence at a right angle Westerly 100 feet to the point of beginning.

BEING a portion of Western Addition Block No. 370.

8-1

RECORDING REQUESTED BY:  
Fidelity National Title Company  
Escrow No. 937313-NOL  
Title Order No. 00937313

When Recorded Mail Document To:  
Eric Neplokh  
2001 Union Street, #270  
San Francisco, CA 94123

San Francisco Assessor-Recorder  
Mabel S. Teng, Assessor-Recorder  
**DOC- 2004-H862639-00**  
Recd 11-FIDELITY NATIONAL Title Company  
Tuesday, DEC 07, 2004 08:00:00  
Ttl Pd \$12.00 Nbr-0002638549  
**REEL I778 IMAGE 0142**  
01/1/1-2

410 Steiner Street, SF, CA  
APN: Lot 17, Block 843

SPACE ABOVE THIS LINE FOR RECORDER'S USE

### INTERSPOUSAL TRANSFER DEED

(Excluded from reappraisal under California Constitution Article 13 A Section 1 et seq.)

The undersigned grantor(s) declare(s)  
Documentary transfer tax is \$ 0 City Tax is \$

- is exempt from imposition of the Documentary Transfer Tax pursuant to Revenue and Taxation Code 11927(a), on transferring community, quasi-community, or quasi-marital property, assets between spouses, pursuant to a judgement, an order, or a written agreement between spouses in contemplation of any such judgement or order.

This is an Interspousal Transfer and not a change in ownership under Section 63 of the Revenue and Taxation Code and Grantor(s) has (have) checked the applicable exclusion from reappraisal:

- A creation, transfer, or termination, solely between spouses, of any co-owner's interest.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Lana Godin, wife of the grantee hereby GRANT(S) to Eric A. Neplokh, a married man as his sole and separate property and husband of the grantor the real property in the City of San Francisco, County of San Francisco, State of California:  
SEE EXHIBIT "ONE" ATTACHED HERETO AND MADE A PART HEREOF

DATED: December 1, 2004

STATE OF CALIFORNIA  
COUNTY OF San Francisco  
ON 12/1/04 before me,  
The undersigned Lana Godin personally appeared  
Lana Godin

personally known to me (or 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 he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Signature [Signature]

[Signature]  
Lana Godin



MAIL TAX STATEMENT AS DIRECTED ABOVE

UD-13C (Rev 12/95)

INTERSPOUSAL TRANSFER DEED

Escrow No. 937313-NDL  
Title Order No. 00937313

H862639

**EXHIBIT ONE**

**BEGINNING** at a point on the Easterly line of Steiner Street, distant thereon 167 feet 6 inches Southerly from the Southerly line of Oak Street; running thence Southerly along said line of Steiner Street 30 feet; thence at a right angle Easterly 100 feet; thence at a right angle Northerly 30 feet; thence at a right angle Westerly 100 feet to the point of beginning.

**BEING** a portion of Western Addition Block No. 370.

RECORDING REQUESTED BY:  
CARL T. WINDELL, ESQ.

APN: Block 0843 Lot 018

WHEN RECORDED MAIL TO:

Name: Mr. and Mrs. GEORGE KEBBE  
Street  
Address: 190 Cresta Vista Drive  
City &  
State: San Francisco, CA 94217



San Francisco Assessor-Recorder  
Mabel S. Teng, Assessor-Recorder  
DOC- 2004-H873799-00

Check Number 1183  
Tuesday, DEC 21, 2004 11:02:12  
Ttl Pd \$9.00 Nbr-0002650651  
REEL I788 IMAGE 0395  
ota/TD/1-1

SPACE ABOVE THIS LINE FOR RECORDER'S USE

430 STEINER ST Quitclaim Deed

The undersigned grantor (s) declare (s):

Documentary transfer tax is \$ None - transfer is not pursuant to a sale.

( ) computed on full value of property conveyed, or

( ) computed on full value less value of liens and encumbrances remaining at time of sale,

( ) Unincorporated area: (X) City of San Francisco,

(X) Realty not sold.

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

GEORGE KEBBE, TRUSTEE OF THE GEORGE KEBBE LIVING TRUST, U/T/D October 15, 1994;  
GEORGE KEBBE and KIMBERLY WHITTINGTON-KEBBE, who acquired title as KIMBERLY A.  
WHITTINGTON

hereby REMISE (S), RELEASE (S) AND FOREVER QUITCLAIM (S) to

GEORGE KEBBE AND KIMBERLY WHITTINGTON-KEBBE, TRUSTEES OF THE GEORGE KEBBE LIVING  
TRUST, DATED October 15, 1994

that property in San Francisco County, State of California, described as:

Beginning at a point on the easterly line of Steiner Street, distant thereon 137 feet and 6 inches southerly from the southeasterly corner of Oak Street and Steiner Street; running thence southerly along said easterly line of Steiner Street 30 feet; thence at a right angle easterly 137 feet and 6 inches; thence at a right angle northerly 30 feet; and thence at a right angle westerly 137 feet and 6 inches to said easterly line of Steiner Street and the point of beginning.

Being a portion of 50 Vara Lot No. 3, in Block No. 370, of the Western Addition of said City and County of San Francisco, State of California.

THIS DEED TRANSFERS THE GRANTOR'S INTEREST INTO HIS REVOCABLE LIVING TRUST WHICH IS NOT PURSUANT TO A SALE AND IS EXEMPT PURSUANT TO REV. & TAX CODE SECTION 11911. THE GRANTOR IS THE SAME PERSON AS THE TRUSTEE-GRANTEE. THIS DEED, PURSUANT TO REV. AND TAX CODE SECTION 52 (D) (2), DOES NOT CONSTITUTE A CHANGE IN OWNERSHIP AND DOES NOT SUBJECT THE PROPERTY TO REASSESSMENT.

Carl Wendell

Mail tax statements to: Same as above address

Date: October 8, 2004

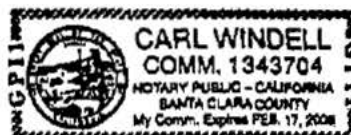
STATE OF CALIFORNIA)  
COUNTY OF SANTA CLARA )

On October 8, 2004, before me, CARL WINDELL,  
a Notary Public for this State, personally appeared,  
GEORGE KEBBE and KIMBERLY WHITTINGTON-KEBBE  
proved to me on the basis of satisfactory evidence to be the  
person(s) whose names subscribed to the within instrument and  
acknowledged to me that they executed the same in their authorized capacity  
and that by their signatures on the instrument the person(s), or entity upon  
behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Signature Carl Wendell  
CARL WINDELL

Kimberly Whittington-Kebbe  
KIMBERLY WHITTINGTON-KEBBE  
George Kebbe  
GEORGE KEBBE



**Form 1**

Building History, Statement of Repairs &amp; Improvements, Occupants, and Proposed Prices

**Assessor's Parcel Number:** 0843-015**Property Address:** 668-678 Page Street, San Francisco, CA 94117**Item No. 6 – Building History**

Building History is shown on the 3R Report.

**Item No. 7 – Statement of Repairs & Improvements**

n/a

**Item No. 8 – List of occupants, their apartment numbers, vacant units, and owners and tenants who intend to purchase**

Unit	Occupant Name	Apartment No.	Unit Vacant?				Intend to Purchase?			
One	Geoffrey Pierce	668	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO			<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO		
Two	Peter M. Owens, Carolyn A. Radisch	670	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO			<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO		
Three	Spencer K. Jones	672	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO			<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO		
Four	Christopher Beahn, Christine Han Beahn	674	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO			<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO		
Five	Alexander E. Apke, Anna M. Munoz	676	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO			<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO		
Six	Michel Bechirian, Niloo Tehranchi	678		<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>			

**Item No. 9 – Six year occupancy history**

Apt. No.	Duration	Occupants (owners and/or tenants)	Rent (\$)	Reason for Termination
668	09/2008-Present	Geoffrey Pierce	Owner Occupant	NA
670	10/2005-11/2012	Iris Canada	Owner Occupant	Moved to Texas/East Bay
670	11/2012-1/2017	vacant	NA	NA
670	02/2017-present	Peter M. Owens, Carolyn A. Radisch	Owner Occupant	NA
672	03/2009-08/2013	Spencer K. Jones	Owner Occupant	NA
672	04/2011-08/2013	Adam Barbina	\$1,200	Voluntary Move
672	09/2013-08/2015	Helen Ma	\$2,125	Voluntary Move
672	09/2013-12/2015	Stephanie Cheung	\$2,125	Voluntary Move
672	09/2015-10/2016	Min Si	\$2,125	Voluntary Move
672	01/2016-07/2017	Carmen Sutter	\$1,700	Voluntary Move
672	11/2016-07/2017	Ameesha Isaac	\$1,750	Voluntary Move
672	08/2017-present	Spencer K. Jones	Owner Occupant	NA
674	10/2008 - present	Christopher Beahn, Christine Han Beahn	Owner Occupant	NA
676	05/2010 - present	Alexander E. Apke, Anna M. Munoz	Owner Occupant	NA
678	06/2003 - present	Michel Bechirian, Niloo Tehranchi	Owner Occupant	NA

Are there any evictions associated with this building since May 1, 2005? [Sec. 1396.2, 1396.4(10)]

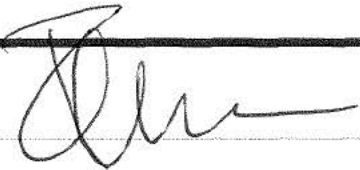
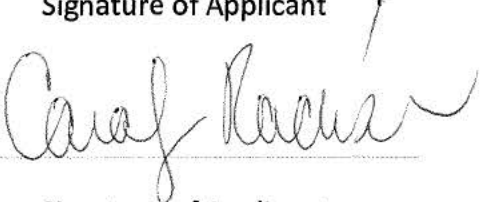
☐ YES ☒ NO If yes, provide details:

**Item No. 10 – List of number of bedrooms, square feet, current rental rate, and proposed sales prices**

Apt. No.	No. Bedrooms	Square Feet	Current Rental Rate	Proposed Sales Price
668	2	1300		\$2,100,000
670	2	1300		\$2,100,000
672	2	1300		\$2,100,000
674	2	1300		\$2,100,000
676	2	1300		\$2,100,000
678	2	1300		\$2,100,000

**Item No. 11 – List the permit number(s) of the building permit application filed in connection with the proposed use of this property that is/are not listed in the 3R Report in the space below**

# \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_

	Peter M. Owens	9.7.2017
Signature of Applicant	Printed Name	Date
	Carolyn A. Radisch	9/7/2017
Signature of Applicant	Printed Name	Date
	Stephen L. Owens	
Signature of Applicant	Printed Name	Date
	Michel Bechirian	
Signature of Applicant	Printed Name	Date

Are there any evictions associated with this building since May 1, 2005? [Sec. 1396.2, 1396.4(10)]

☐ YES ☒ NO If yes, provide details:

Item No. 10 – List of number of bedrooms, square feet, current rental rate, and proposed sales prices

Apt. No.	No. Bedrooms	Square Feet	Current Rental Rate	Proposed Sales Price
668	2	1300		\$2,100,000
670	2	1300		\$2,100,000
672	2	1300		\$2,100,000
674	2	1300		\$2,100,000
676	2	1300		\$2,100,000
678	2	1300		\$2,100,000

Item No. 11 – List the permit number(s) of the building permit application filed in connection with the proposed use of this property that is/are not listed in the 3R Report in the space below

# \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_

Peter M. Owens

Signature of Applicant

Printed Name

Date

Carolyn A. Radisch

Signature of Applicant

Printed Name

Date



Stephen L. Owens

9/11/17

Signature of Applicant

Printed Name

Date

Michel Bechirian

Signature of Applicant

Printed Name

Date

Are there any evictions associated with this building since May 1, 2005? [Sec. 1396.2, 1396.4(10)]

☐ YES ☒ NO If yes, provide details:

---



---



---

Item No. 10 – List of number of bedrooms, square feet, current rental rate, and proposed sales prices

Apt. No.	No. Bedrooms	Square Feet	Current Rental Rate	Proposed Sales Price
668	2	1300		\$2,100,000
670	2	1300		\$2,100,000
672	2	1300		\$2,100,000
674	2	1300		\$2,100,000
676	2	1300		\$2,100,000
678	2	1300		\$2,100,000

Item No. 11 – List the permit number(s) of the building permit application filed in connection with the proposed use of this property that is/are not listed in the 3R Report in the space below

# \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_

---

_____	Peter M. Owens	_____
Signature of Applicant	Printed Name	Date
_____	Carolyn A. Radisch	_____
Signature of Applicant	Printed Name	Date
_____	Stephen L. Owens	_____
Signature of Applicant	Printed Name	Date
	Michel Bechirian	9/5/17
Signature of Applicant	Printed Name	Date



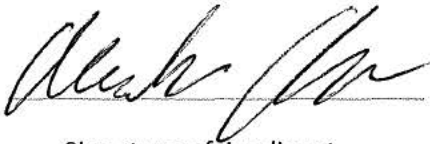
Signature of Applicant

Niloo Tehranchi

Printed Name

9/5/17

Date




Signature of Applicant

Alexander E. Apke

Printed Name

9/7/2017

Date




Signature of Applicant

Anna M. Munoz

Printed Name

9/7/17

Date



Signature of Applicant

Spencer K. Jones

Printed Name

9/8/17

Date



Signature of Applicant

Christopher Beahn

Printed Name

9/16/17

Date




Signature of Applicant

Christine Han Beahn

Printed Name

9/16/17

Date



Signature of Applicant

Geoffrey Pierce

Printed Name

9/5/17

Date



City and County of San Francisco  
Department of Building Inspection

**CERTIFICATE OF FINAL COMPLETION AND OCCUPANCY**

LOCATION: 668 Page ST 0843/015  
(number) (street) (block and lot)

Permit Application No: 201408063121 Type of Construction: 5 Stories: 4 Dwelling Units: 6

Basements: — Occupancy Classification: R-2 No. of Guestrooms: — with cooking facilities: —

Description of Construction: To comply with physical inspection report #CC 7743

To the best of our knowledge, the construction described above has been completed and, effective as of the date the building permit application was filed, conforms both to the Ordinances of the City and County of San Francisco and to the Laws of the State of California. The above referenced occupancy classification is approved pursuant to Section 109A of the *San Francisco Building Code*.

Any change in the use or occupancy of these premises--or any change to the building or premises--could cause the property to be in violation of the *Municipal Codes* of the City and County of San Francisco and, thereby, would invalidate this *Certificate of Final Completion and Occupancy*. A copy of this *Certificate* shall be maintained on the premises and shall be available at all times. Another copy of this *Certificate* should be kept with your important property documents.

Before making any changes to the structure in the future, please contact the Department of Building Inspection, which will provide advice regarding any change that you wish to make and will assist you in making the change in accordance with the *Municipal Codes* of the City and County of San Francisco.

This certificate issued on: 5/24/17

Tom C. Hui

Tom C. Hui, S.E., C.B.O., Director

by: Carl W. Wenner  
(Signature) Building Inspector

Carl W. Wenner

Printed Name

Copies: White (original to microfilm); Blue (to property owner); Yellow (to Building Inspector); Pink (to Housing Inspector)



**Report of Residential Building Record (3R)**  
(Housing Code Section 351(a))

**BEWARE:** This report describes the current legal use of this property as compiled from records of City Departments. There has been no physical examination of the property itself. This record contains no history of any plumbing or electrical permits. The report makes no representation that the property is in compliance with the law. Any occupancy or use of the property other than that listed as authorized in this report may be illegal and subject to removal or abatement, and should be reviewed with the Planning Department and the Department of Building Inspection. Errors or omissions in this report shall not bind or stop the City from enforcing any and all building and zoning codes against the seller, buyer and any subsequent owner. The preparation or delivery of this report shall not impose any liability on the City for any errors or omissions contained in said report, nor shall the City bear any liability not otherwise imposed by law.

**Address of Building**    *668 - 678 PAGE ST*

**Block**    *0843*

**Lot**    *015*

**Other Addresses**

1. A. Present authorized Occupancy or use:    *SIX FAMILY DWELLING*

B. Is this building classified as a residential condominium?    Yes    No ☒

C. Does this building contain any Residential Hotel Guest Rooms as defined in Chap. 41, S.F. Admin. Code?    Yes    No ☒

2. Zoning district in which located:    *RH-3*

3. Building Code Occupancy Classification:    *R-2*

4. Do Records of the Planning Department reveal an expiration date for any non-conforming use of this property?    Yes    No ☒

If Yes, what date?    *The zoning for this property may have changed. Call Planning Department, (415) 558-6377, for the current status.*

5. Building Construction Date (Completed Date):    *1907*

6. Original Occupancy or Use:    *SIX FAMILY DWELLING*

7. Construction, conversion or alteration permits issued, if any:

<u>Application #</u>	<u>Permit #</u>	<u>Issue Date</u>	<u>Type of Work Done</u>	<u>Status</u>
11823	11823	Sep 05, 1907	NEW CONSTRUCTION	N
80116	75578	Apr 12, 1945	ALTER APARTMENTS, CONCRETE WALL, REPAIR REAR PORCH (CFC)	C
224288	200358	Jun 04, 1959	UNDERPIN WALL WEST WALL TO FOUNDATION	C
281672	251750	May 14, 1963	DRY ROT REPAIRS, ALTER DOOR JAMBS, REPLACE REAR STAIRS	C
405288	364203	Mar 22, 1972	REPAIR FIRE DAMAGE	C
8512829	541304	Dec 20, 1985	CREATE TWO OPENINGS FOR TWO GARAGE DOORS	C
200209116267	976234	Sep 11, 2002	REPAIR REAR STAIR PER NOV#200229660	C
200405133808	1024986	May 13, 2004	ITEMS # 3A, 3B OF TERMITE REPORT	C
201103313220	1234666	Mar 31, 2011	REROOFING	I
201408063121	1332362	Aug 16, 2014	TO COMPLY WITH PHYSICAL INSPECTION REPORT #CC-7743	I

8. A. Is there an active Franchise Tax Board Referral on file?    Yes    No ☒

B. Is this property currently under abatement proceedings for code violations?    Yes    No ☒

9. Number of residential structures on property?    *1*

10. A. Has an energy inspection been completed? Yes ☒ No    B. If yes, has a proof of compliance been issued? Yes ☒ No

11. A. Is the building in the Mandatory Earthquake Retrofit of Wood-Frame Building Program? Yes ☒ No

B. If yes, has the required upgrade work been completed? Yes    No ☒

**Department of Building Inspection**  
**1660 Mission Street - San Francisco CA 94103 - (415) 558-6080**  
**Report of Residential Record (3R)**

**Page 2**

**Address of Building**    **668 - 678 PAGE ST**

**Block 0843**

**Lot 015**

**Other Addresses**

Date of Issuance:    28 MAR 2017

Date of Expiration:    28 MAR 2018

By:    ROCHELLE GARRETT

Report No:    **201703224805**

**Patty Herrera, Manager**  
**Records Management Division**

**THIS REPORT IS VALID FOR ONE YEAR ONLY.**

The law requires that, prior to the consummation of the sale or exchange of this property, the seller must deliver this report to the buyer and the buyer must sign it.

**(For Explanation of terminology, see attached)**

**Form 11****Affidavit for Ownership/Occupancy**

**Assessor's Parcel Number:** 0843-015  
**Property Address:** 668-678 Page Street, San Francisco, CA 94117

I, Michel Bechirian, certify under penalty of perjury that the following statement is true:  
print name  
 I have resided continuously at 678 Page Street, San Francisco, CA 94117, also being APN 0843-015,  
address, including unit number assessor's block/lot  
 in the City and County of San Francisco as my primary residence since 06/13/2003.  
date occupancy began

I understand that I am affirming under penalty of perjury to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement may include denial of the condominium conversion subdivision, fines and/or imprisonment.

M. Bechirian

Signature of Applicant

Michel Bechirian

Printed Name

9/7/17

Date

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 MARIN

On 9/7/17 before me, Susan Sullivan, Notary Public, personally appeared

Michel Bechirian, 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 he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

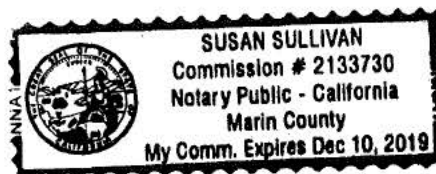
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Susan Sullivan

(seal)



**Form 11****Affidavit for Ownership/Occupancy**

**Assessor's Parcel Number:** 0843-015  
**Property Address:** 668-678 Page Street, San Francisco, CA 94117

I, Niloo Tehranchi, certify under penalty of perjury that the following statement is true:  
print name  
 I have resided continuously at 678 Page Street, San Francisco, CA 94117, also being APN 0843-015,  
address, including unit number assessor's block/lot  
 in the City and County of San Francisco as my primary residence since 06/13/2003.  
date occupancy began

I understand that I am affirming under penalty of perjury to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement may include denial of the condominium conversion subdivision, fines and/or imprisonment.



Signature of Applicant

Niloo Tehranchi

Printed Name

9/13/17.  
Date

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

On SEPTEMBER 13<sup>th</sup> 2017 before me, DANIEL MARCRUM, Notary Public, personally appeared

NILOO TEHRANCHI, 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 he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

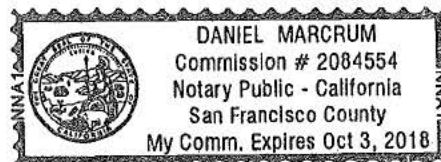
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(seal)



**Form 11****Affidavit for Ownership/Occupancy**

**Assessor's Parcel Number:** 0843-015  
**Property Address:** 668-678 Page Street, San Francisco, CA 94117

I, Alexander E. Apke, print name, certify under penalty of perjury that the following statement is true:

I have resided continuously at 676 Page Street, San Francisco, CA 94117, also being APN 0843-015,  
address, including unit number assessor's block/lot

in the City and County of San Francisco as my primary residence since 05/28/2010,  
date occupancy began

I understand that I am affirming under penalty of perjury to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement may include denial of the condominium conversion subdivision, fines and/or imprisonment.

  
 Signature of Applicant

Alexander E. Apke

Printed Name

9/9/2017  
 Date

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  
 On Sept. 9, 2017 before me, Dennis Fernandez Pastones, Notary Public, personally appeared

Alexander Edward Apke, 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 he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/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)



**Form 11****Affidavit for Ownership/Occupancy**

**Assessor's Parcel Number:** 0843-015  
**Property Address:** 668-678 Page Street, San Francisco, CA 94117

I, Anna M. Munoz, certify under penalty of perjury that the following statement is true:  
print name  
 I have resided continuously at 676 Page Street, San Francisco, CA 94117, also being APN 0843-015,  
address, including unit number assessor's block/lot  
 in the City and County of San Francisco as my primary residence since 05/28/2010.  
date occupancy began

I understand that I am affirming under penalty of perjury to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement may include denial of the condominium conversion subdivision, fines and/or imprisonment.

Anna M. Munoz

Signature of Applicant

Anna M. Munoz

Printed Name

9/9/17

Date

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

On

Sept. 9, 2017

before me,

Dennis Fernandez Pastones

Notary Public, personally appeared

Anna Maria Munoz

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 he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/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

DS Pastones

(seal)



**Form 11****Affidavit for Ownership/Occupancy**

**Assessor's Parcel Number:** 0843-015  
**Property Address:** 668-678 Page Street, San Francisco, CA 94117

I, Spencer K. Jones, print name, certify under penalty of perjury that the following statement is true:

I have resided continuously at 672 Page Street, San Francisco, CA 94117, also being APN 0843-015,  
address, including unit number assessor's block/lot

in the City and County of San Francisco as my primary residence since from 3/5/2009 to 8/2013 and from Sept 2017 to present,  
date occupancy began

I understand that I am affirming under penalty of perjury to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement may include denial of the condominium conversion subdivision, fines and/or imprisonment.

  
 Signature of Applicant

Spencer K. Jones

Printed Name

9/13/17  
 Date

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 Utah

County of Salt Lake

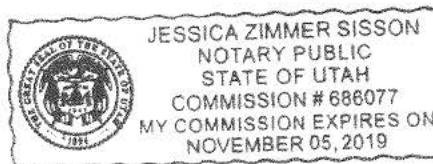
On 9/13/2017 before me, Jessica Zimmer Sisson, Notary Public, personally appeared

Spencer K. Jones, 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 he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/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)



**Form 11****Affidavit for Ownership/Occupancy**

**Assessor's Parcel Number:** 0843-015  
**Property Address:** 668-678 Page Street, San Francisco, CA 94117

I, Christopher Beahn, certify under penalty of perjury that the following statement is true:  
print name

I have resided continuously at 674 Page Street, San Francisco, CA 94117, also being APN 0843-015,  
address, including unit number assessor's block/lot

in the City and County of San Francisco as my primary residence since 10/8/2008.  
date occupancy began

I understand that I am affirming under penalty of perjury to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement may include denial of the condominium conversion subdivision, fines and/or imprisonment.

*Christopher Beahn*

Signature of Applicant

Christopher Beahn

Printed Name

9/16/17

Date

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

**Jessica Valentine,**  
**Notary Public**

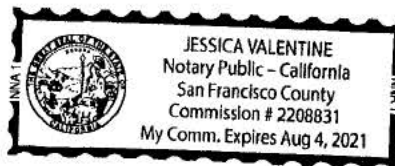
On September 16 2017 before me, Jessica Valentine, Notary Public, personally appeared

Christopher Beahn, 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 he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/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 *Jessica Valentine* (seal)



**Form 11****Affidavit for Ownership/Occupancy**

**Assessor's Parcel Number:** 0843-015  
**Property Address:** 668-678 Page Street, San Francisco, CA 94117

I, Christine Beahn, print name, certify under penalty of perjury that the following statement is true:

I have resided continuously at 674 Page Street, San Francisco, CA 94117, also being APN 0843-015,  
address, including unit number assessor's block/lot

in the City and County of San Francisco as my primary residence since 10/8/2008.  
date occupancy began

I understand that I am affirming under penalty of perjury to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement may include denial of the condominium conversion subdivision, fines and/or imprisonment.

Christine Beahn

Christine Beahn

16 Sept 2017

Signature of Applicant

Printed Name

Date

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

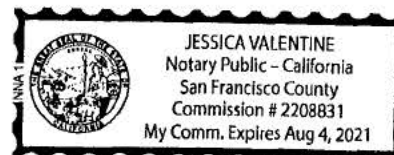
On September 16 2017 before me, Jessica Valentine, Notary Public, personally appeared

Christine Beahn, 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 he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/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 Jessica Valentine (seal)



## Form 11

## Affidavit for Ownership/Occupancy

Assessor's Parcel Number: 0843-015  
 Property Address: 668-678 Page Street, San Francisco, CA 94117

I, Geoffrey Pierce, certify under penalty of perjury that the following statement is true:  
print name  
 I have resided continuously at 668 Page Street, San Francisco, CA 94117, also being APN 0843-015,  
address, including unit number assessor's block/lot  
 in the City and County of San Francisco as my primary residence since 09/10/2008.  
date occupancy began

I understand that I am affirming under penalty of perjury to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement may include denial of the condominium conversion subdivision, fines and/or imprisonment.



Signature of Applicant

Geoffrey Pierce

Printed Name

9/5/17

Date

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

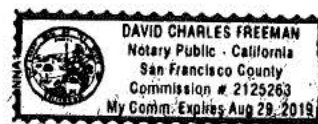
On 09-05-2017 before me, David Charles Freeman, Notary Public, personally appeared

Geoffrey Pierce, 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 he/she/they executed the same in (his/her/their authorized capacity(ies), and that by (his/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 [Signature] (seal)





**CARMEN CHU**  
**Assessor-Recorder**  
1 Dr. Carlton B. Goodlett Place  
City Hall - Room 190  
San Francisco, CA 94102-4698

## CLAIM FOR HOMEOWNERS' PROPERTY TAX EXEMPTION

If eligible, sign and file this form with the Assessor on or before February 15 or on or before the 30th day following the date of notice of supplemental assessment, whichever comes first.

### SEE INSTRUCTIONS BEFORE COMPLETING

NAME AND MAILING ADDRESS  
(Make necessary corrections to the printed name and mailing address)

Geoffrey Raymond Pierce  
668 Page Street  
San Francisco, CA 94117

RECEIVED

AUG 29 2017

SAN FRANCISCO ASSESSOR-RECORDER  
FRONT COUNTER

FOR ASSESSOR'S USE ONLY

Received \_\_\_\_\_  
Approved \_\_\_\_\_  
Denied \_\_\_\_\_  
Reason for denial \_\_\_\_\_

### PROPERTY DESCRIPTION

Parcel No. Lot 15 Block 843  
Address of dwelling 668 Page Street  
San Francisco, CA 94117

Print your social security number and name here

SSN: 625 - 10 - 9740

NAME: Geoffrey Raymond Pierce

Print co-owner's or spouse's social security number and name when this property is also his/her principal residence

SSN: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

NAME: \_\_\_\_\_

### STATEMENTS

This claim may be used to file for the Homeowners' Exemption for the Assessment Roll and the Supplemental Assessment Roll. A new owner must file a claim even if the property is already receiving the homeowners' exemption. Please carefully read the information and instructions before answering the questions listed below.

- When did you acquire this property? 9/9/08  
(month/day/year)
- Date you occupied this property as your principal residence (see instructions): 9/10/08  
(month/day/year)
- Do you own another property that is, or was, your principal place of residence in California? ☐ YES ☒ NO

If YES, please provide the address below, and the date you moved out, if no longer your principal place of residence:

Address: \_\_\_\_\_  
Street address City Zip Code month/day/year

Only the owners or their spouses who occupy the above-described property (including a purchaser under contract of sale) or his or her legal representative may sign this claim. (If the property comprises more than one dwelling unit, other co-owner occupants may wish to file separate claims; however, only one exemption will be allowed per dwelling unit.)

If you are buying this property under an unrecorded contract of sale and the Assessor does not have a copy of the contract, you must attach a copy to this claim.

### CERTIFICATION

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing and all information hereon, including any accompanying statements or documents, is true, correct, and complete to the best of my knowledge and belief.

SIGNATURE OF OWNER OCCUPANT <u>Geoffrey Raymond Pierce</u>	DATE <u>8/17/17</u>
SIGNATURE OF OCCUPANT'S SPOUSE OR CO-OWNER-OCCUPANT <u>Shafroz</u>	DATE _____
EMAIL ADDRESS <u>shafroz@yahoo.com</u>	DAYTIME TELEPHONE NUMBER <u>(415) 250-1896</u>

IF YOU DO NOT OCCUPY THIS PARCEL AS YOUR PRINCIPAL RESIDENCE, PLEASE DISCARD THIS FORM.

If you occupy this parcel at a later date, contact the Assessor at that time.

THIS DOCUMENT IS NOT SUBJECT TO PUBLIC INSPECTION



**CARMEN CHU**  
**Assessor-Recorder**  
1 Dr. Carlton B. Goodlett Place  
City Hall - Room 190  
San Francisco, CA 94102-4698

## CLAIM FOR HOMEOWNERS' PROPERTY TAX EXEMPTION

*If eligible, sign and file this form with the Assessor on or before February 15 or on or before the 30th day following the date of notice of supplemental assessment, whichever comes first.*

### SEE INSTRUCTIONS BEFORE COMPLETING

NAME AND MAILING ADDRESS  
(Make necessary corrections to the printed name and mailing address)

Mr. Michel Bechirian  
678 Page St  
San Francisco, CA 94117

#### FOR ASSESSOR'S USE ONLY

Received \_\_\_\_\_  
Approved \_\_\_\_\_  
Denied \_\_\_\_\_  
Reason for denial \_\_\_\_\_

RECEIVED

MAY 26 2017

SAN FRANCISCO ASSESSOR-RECORDER  
FRONT COUNTY

#### PROPERTY DESCRIPTION

Parcel No. Lot 015 Block 843  
Address of dwelling 678 Page St  
San Francisco, CA 94117

Print your social security number and name here

SSN: 623 - 08 - 6782

NAME: Michel Bechirian

Print co-owner's or spouse's social security number and name when this property is also his/her principal residence

SSN: 547 - 73 - 0790

NAME: Niloo Tehrani

### STATEMENTS

This claim may be used to file for the Homeowners' Exemption for the Assessment Roll and the Supplemental Assessment Roll. A new owner must file a claim even if the property is already receiving the homeowners' exemption. Please carefully read the information and instructions before answering the questions listed below.

- When did you acquire this property? 06/06/2003  
(month/day/year)
- Date you occupied this property as your principal residence (see instructions): 06/13/2003  
(month/day/year)
- Do you own another property that is, or was, your principal place of residence in California? ☐ YES ☒ NO

If YES, please provide the address below, and the date you moved out, if no longer your principal place of residence:

Address: \_\_\_\_\_  
Street address City Zip Code month/day/year

Only the owners or their spouses who occupy the above-described property (including a purchaser under contract of sale) or his or her legal representative may sign this claim. (If the property comprises more than one dwelling unit, other co-owner occupants may wish to file separate claims; however, only one exemption will be allowed per dwelling unit.)

**If you are buying this property under an unrecorded contract of sale and the Assessor does not have a copy of the contract, you must attach a copy to this claim.**

### CERTIFICATION

*I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing and all information hereon, including any accompanying statements or documents, is true, correct, and complete to the best of my knowledge and belief.*

SIGNATURE OF OWNER-OCCUPANT <u>M. Bechirian</u>	DATE <u>5/25/17</u>
SIGNATURE OF OCCUPANT'S SPOUSE OR CO-OWNER OCCUPANT <u>Niloo Tehrani</u>	DATE <u>5/25/17</u>
EMAIL ADDRESS <u>mbussfo@gmail.com</u>	DAYTIME TELEPHONE NUMBER <u>( 415 ) 350-8683</u>

**IF YOU DO NOT OCCUPY THIS PARCEL AS YOUR PRINCIPAL RESIDENCE, PLEASE DISCARD THIS FORM.**

**If you occupy this parcel at a later date, contact the Assessor at that time.**

**THIS DOCUMENT IS NOT SUBJECT TO PUBLIC INSPECTION**





**CARMEN CHU**  
**Assessor-Recorder**  
1 Dr. Carlton B. Goodlett Place  
City Hall - Room 190  
San Francisco, CA 94102-4698

RECEIVED

AUG 29 2017

SAN FRANCISCO ASSESSOR-RECORDER  
FRONT COUNTER

### CLAIM FOR HOMEOWNERS' PROPERTY TAX EXEMPTION

*If eligible, sign and file this form with the Assessor on or before February 15 or on or before the 30th day following the date of notice of supplemental assessment, whichever comes first.*

#### SEE INSTRUCTIONS BEFORE COMPLETING

NAME AND MAILING ADDRESS  
(Make necessary corrections to the printed name and mailing address)

Christopher & Christine Beahn  
674 Page St  
San Francisco, CA 94117

FOR ASSESSOR'S USE ONLY	
Received	_____
Approved	_____
Denied	_____
Reason for denial	_____

#### PROPERTY DESCRIPTION

Parcel No. Block 0843 Lot 015  
Address of dwelling 674 Page St  
San Francisco, CA 94117

Print your social security number and name here

SSN: 213 - 96 - 8642

NAME: Christopher Beahn

Print co-owner's or spouse's social security number and name when this property is also his/her principal residence

SSN: 545 - 33 - 2288

NAME: Christine Beahn

#### STATEMENTS

This claim may be used to file for the Homeowners' Exemption for the Assessment Roll and the Supplemental Assessment Roll. A new owner must file a claim even if the property is already receiving the homeowners' exemption. Please carefully read the information and instructions before answering the questions listed below.

- When did you acquire this property? 10/07/2008  
(month/day/year)
- Date you occupied this property as your principal residence (see instructions): 10/11/2008  
(month/day/year)
- Do you own another property that is, or was, your principal place of residence in California? ☐ YES ☒ NO

If YES, please provide the address below, and the date you moved out, if no longer your principal place of residence:

Address: \_\_\_\_\_  
Street address City Zip Code month/day/year

Only the owners or their spouses who occupy the above-described property (including a purchaser under contract of sale) or his or her legal representative may sign this claim. (If the property comprises more than one dwelling unit, other co-owner occupants may wish to file separate claims; however, only one exemption will be allowed per dwelling unit.)

**If you are buying this property under an unrecorded contract of sale and the Assessor does not have a copy of the contract, you must attach a copy to this claim.**

#### CERTIFICATION

*I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing and all information hereon, including any accompanying statements or documents, is true, correct, and complete to the best of my knowledge and belief.*

SIGNATURE OF OWNER-OCCUPANT

► Carmen Chu

DATE

8/22/2017

SIGNATURE OF OCCUPANT'S SPOUSE OR CO-OWNER-OCCUPANT

► Christine Beahn

DATE

8/22/2017

EMAIL ADDRESS

cbeahn@yahoo.com

DAYTIME TELEPHONE NUMBER

( 415 ) 613-3127

**IF YOU DO NOT OCCUPY THIS PARCEL AS YOUR PRINCIPAL RESIDENCE, PLEASE DISCARD THIS FORM.**

**If you occupy this parcel at a later date, contact the Assessor at that time.**

**THIS DOCUMENT IS NOT SUBJECT TO PUBLIC INSPECTION**





**CARMEN CHU**  
**Assessor-Recorder**  
1 Dr. Carlton B. Goodlett Place  
City Hall - Room 180  
San Francisco, CA 94102-4690

### CLAIM FOR HOMEOWNERS' PROPERTY TAX EXEMPTION

*If eligible, sign and file this form with the Assessor on or before February 15 or on or before the 30th day following the date of notice of supplemental assessment, whichever comes first.*

#### SEE INSTRUCTIONS BEFORE COMPLETING

NAME AND MAILING ADDRESS  
(Make necessary corrections to the printed name and mailing address)

Alexander Apke & Anna Munoz  
676 Page St  
San Francisco, CA 94117

#### FOR ASSESSOR'S USE ONLY

Received \_\_\_\_\_  
Approved \_\_\_\_\_  
Denied \_\_\_\_\_  
Reason for denial \_\_\_\_\_

RECEIVED  
MAY 26 2017

SAN FRANCISCO ASSESSOR-RECORDER  
FRONT COUNTER

#### PROPERTY DESCRIPTION

Parcel No. Block 0843 Lot 015  
Address of dwelling 676 Page St  
San Francisco, CA 94117

Print your social security number and name here

SSN: 359 - 58 - 3966

NAME: Alexander E. Apke

Print co-owner's or spouse's social security number and name when this property is also his/her principal residence

SSN: 548 - 31 - 1268

NAME: Anna M. Munoz

#### STATEMENTS

This claim may be used to file for the Homeowners' Exemption for the Assessment Roll and the Supplemental Assessment Roll. A new owner must file a claim even if the property is already receiving the homeowners' exemption. Please carefully read the information and instructions before answering the questions listed below.

1. When did you acquire this property? 05/28/2010  
(month/day/year)
2. Date you occupied this property as your principal residence (see Instructions): 05/28/2010  
(month/day/year)
3. Do you own another property that is, or was, your principal place of residence in California? ☐ YES ☒ NO

If YES, please provide the address below, and the date you moved out, if no longer your principal place of residence:

Address:

Street address

City

Zip Code

month/day/year

Only the owners or their spouses who occupy the above-described property (including a purchaser under contract of sale) or his or her legal representative may sign this claim. (If the property comprises more than one dwelling unit, other co-owner occupants may wish to file separate claims; however, only one exemption will be allowed per dwelling unit.)

**If you are buying this property under an unrecorded contract of sale and the Assessor does not have a copy of the contract, you must attach a copy to this claim.**

#### CERTIFICATION

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing and all information hereon, including any accompanying statements or documents, is true, correct, and complete to the best of my knowledge and belief.

SIGNATURE OF OWNER/OCCUPANT

DATE

05/24/2017

SIGNATURE OF OCCUPANT'S SPOUSE OR CO-OWNER/OCCUPANT

DATE

05/24/2017

EMAIL ADDRESS

alex@apke.geekhive.net

DAYTIME TELEPHONE NUMBER

( 415 ) 894-2753

**IF YOU DO NOT OCCUPY THIS PARCEL AS YOUR PRINCIPAL RESIDENCE, PLEASE DISCARD THIS FORM.**

**If you occupy this parcel at a later date, contact the Assessor at that time.**

**THIS DOCUMENT IS NOT SUBJECT TO PUBLIC INSPECTION**



**Form 2A****Tenant Intent to Purchase**

**Subdivision Code Section 1388. Tenant Intent to Purchase.** No application for conversion shall be approved unless there are substantial numbers of tenants who have indicated their intent to purchase their rental unit. This intent shall be evidenced by the submittal in writing of the DPW Tenant Intent to Purchase Form by tenants representing no less than forty percent (40%) of the units. For purposes of calculation, such Forms must be signed by one (1) tenant in a 2-unit building, two (2) tenants residing in separate units in a 3-, 4-, or 5-unit building, or three (3) tenants residing in separate units in a 6-unit building. In obtaining or soliciting tenant approval of the Intent to Purchase Forms, subdividers shall comply with any restrictions set forth in the California Business and Professions Code and regulations of the State Real Estate Commissioner. Further, in calculating the total number of units necessary to satisfy Section 1388, there shall be included in the forty percent (40%) requirement any units in which the occupant qualified for and has expressed an intent to obtain a renewable lifetime lease pursuant to Section 1391(c) (this lifetime lease is for a protected class of tenants and is not the same as the lifetime lease required to be offered to all tenants under the Expedited Conversion Program).

Any Tenant Intent to Purchase Forms obtained by way of any inducement of the subdivider to provide benefits to that tenant beyond those established by this Code shall be so identified and the specific representations of the subdivider shall be set forth in detail. All such Forms shall become a matter of public record and the subdivider shall be required to comply with his or her representations as conditions of approval.

The Intent to Purchase Forms, once signed by a tenant, shall be irrevocable by said tenant, for purposes of compliance with Section 1388, provided, however, that the Director shall invalidate any such Form upon a determination that the subdivider has used coercion, fraud, duress, misrepresentation or threat in connection with obtaining or soliciting tenant approval of such Form.

**TENANT INTENT TO PURCHASE**

I/We, Peter M. Owens, Carolyn A. Radisch, Stephen L. Owens as tenant(s) of property at 668-678 Page Street, San Francisco, CA 94117

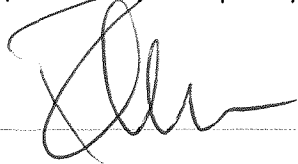
at the time of the filing of the application for a condominium conversion subdivision of such property, do hereby certify my/our intent to purchase my/our occupied Unit No. 670 at said property. I/We have seen the list of proposed sales prices to tenants, to be filed by the subdivider with the City and County of San Francisco, and this list indicates the sales price for the subject unit to be \$ \$2,100,000.

I/We have reviewed Section 1388 of the Subdivision Code, concerning Tenant Intent to Purchase. It is understood that signing this Intent to Purchase Form, while not creating a contractual obligation to buy, does represent my/our bona fide current desire that I/We have every intention to pursue to completion.

It is further understood that this Intent to Purchase Form will be filed with the City and County for the purpose of establishing the percentage of tenants that may be expected to purchase units if the units are sold as condominiums, pursuant to Section 1388 of said Subdivision Code.

(contin...)

I/We declare, under penalty of perjury, that the statements herein are true and correct.



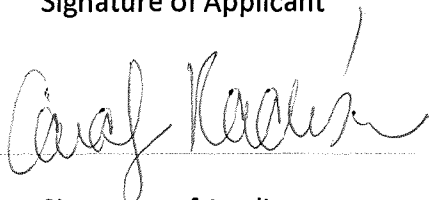
Signature of Applicant

Peter M. Owens

Printed Name

9/7/2017

Date



Signature of Applicant

Carolyn A. Radisch

Printed Name

9/7/2017

Date

Stephen L. Owens

Signature of Applicant

Printed Name

Date

I/We declare, under penalty of perjury, that the statements herein are true and correct.

Peter M. Owens

Signature of Applicant

Printed Name

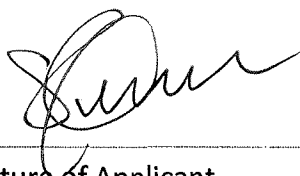
Date

Carolyn A. Radisch

Signature of Applicant

Printed Name

Date



Signature of Applicant

Stephen L. Owens

Printed Name

9/11/17

Date

**Form 2A****Tenant Intent to Purchase**

**Subdivision Code Section 1388. Tenant Intent to Purchase.** No application for conversion shall be approved unless there are substantial numbers of tenants who have indicated their intent to purchase their rental unit. This intent shall be evidenced by the submittal in writing of the DPW Tenant Intent to Purchase Form by tenants representing no less than forty percent (40%) of the units. For purposes of calculation, such Forms must be signed by one (1) tenant in a 2-unit building, two (2) tenants residing in separate units in a 3-, 4-, or 5-unit building, or three (3) tenants residing in separate units in a 6-unit building. In obtaining or soliciting tenant approval of the Intent to Purchase Forms, subdividers shall comply with any restrictions set forth in the California Business and Professions Code and regulations of the State Real Estate Commissioner. Further, in calculating the total number of units necessary to satisfy Section 1388, there shall be included in the forty percent (40%) requirement any units in which the occupant qualified for and has expressed an intent to obtain a renewable lifetime lease pursuant to Section 1391(c) (this lifetime lease is for a protected class of tenants and is not the same as the lifetime lease required to be offered to all tenants under the Expedited Conversion Program).

Any Tenant Intent to Purchase Forms obtained by way of any inducement of the subdivider to provide benefits to that tenant beyond those established by this Code shall be so identified and the specific representations of the subdivider shall be set forth in detail. All such Forms shall be come a matter of public record and the subdivider shall be required to comply with his or her representations as conditions of approval.

The Intent to Purchase Forms, once signed by a tenant, shall be irrevocable by said tenant, for purposes of compliance with Section 1388, provided, however, that the Director shall invalidate any such Form upon a determination that the subdivider has used coercion, fraud, duress, misrepresentation or threat in connection with obtaining or soliciting tenant approval of such Form.

**TENANT INTENT TO PURCHASE**

I/We, Michel Bechirian and Niloo Tehranchi as tenant(s) of property at 668-678 Page Street, San Francisco, CA 94117

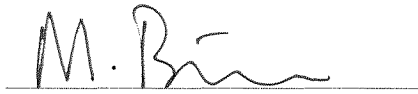
at the time of the filing of the application for a condominium conversion subdivision of such property, do hereby certify my/our intent to purchase my/our occupied Unit No. 678 at said property. I/We have seen the list of proposed sales prices to tenants, to be filed by the subdivider with the City and County of San Francisco, and this list indicates the sales price for the subject unit to be \$ \$2,100,000.

I/We have reviewed Section 1388 of the Subdivision Code, concerning Tenant Intent to Purchase. It is understood that signing this Intent to Purchase Form, while not creating a contractual obligation to buy, does represent my/our bona fide current desire that I/We have every intention to pursue to completion.

It is further understood that this Intent to Purchase Form will be filed with the City and County for the purpose of establishing the percentage of tenants that may be expected to purchase units if the units are sold as condominiums, pursuant to Section 1388 of said Subdivision Code.

(contin...)

I/We declare, under penalty of perjury, that the statements herein are true and correct.



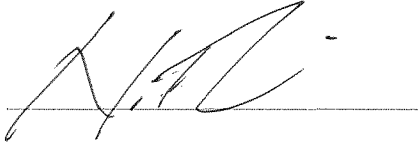
Signature of Applicant

Michel Bechirian

Printed Name

9/5/17

Date



Signature of Applicant

Niloo Tehranchi

Printed Name

9/5/17

Date

## Form 2A

### Tenant Intent to Purchase

---

**Subdivision Code Section 1388. Tenant Intent to Purchase.** No application for conversion shall be approved unless there are substantial numbers of tenants who have indicated their intent to purchase their rental unit. This intent shall be evidenced by the submittal in writing of the DPW Tenant Intent to Purchase Form by tenants representing no less than forty percent (40%) of the units. For purposes of calculation, such Forms must be signed by one (1) tenant in a 2-unit building, two (2) tenants residing in separate units in a 3-, 4-, or 5-unit building, or three (3) tenants residing in separate units in a 6-unit building. In obtaining or soliciting tenant approval of the Intent to Purchase Forms, subdividers shall comply with any restrictions set forth in the California Business and Professions Code and regulations of the State Real Estate Commissioner. Further, in calculating the total number of units necessary to satisfy Section 1388, there shall be included in the forty percent (40%) requirement any units in which the occupant qualified for and has expressed an intent to obtain a renewable lifetime lease pursuant to Section 1391(c) (this lifetime lease is for a protected class of tenants and is not the same as the lifetime lease required to be offered to all tenants under the Expedited Conversion Program).

Any Tenant Intent to Purchase Forms obtained by way of any inducement of the subdivider to provide benefits to that tenant beyond those established by this Code shall be so identified and the specific representations of the subdivider shall be set forth in detail. All such Forms shall be come a matter of public record and the subdivider shall be required to comply with his or her representations as conditions of approval.

The Intent to Purchase Forms, once signed by a tenant, shall be irrevocable by said tenant, for purposes of compliance with Section 1388, provided, however, that the Director shall invalidate any such Form upon a determination that the subdivider has used coercion, fraud, duress, misrepresentation or threat in connection with obtaining or soliciting tenant approval of such Form.

### TENANT INTENT TO PURCHASE

I/We, Alexander E. Apke and Anna M. Munoz as tenant(s) of property at 668-678 Page Street, San Francisco, CA 94117

at the time of the filing of the application for a condominium conversion subdivision of such property, do hereby certify my/our intent to purchase my/our occupied Unit No. 676 at said property. I/We have seen the list of proposed sales prices to tenants, to be filed by the subdivider with the City and County of San Francisco, and this list indicates the sales price for the subject unit to be \$ \$2,100,000.

I/We have reviewed Section 1388 of the Subdivision Code, concerning Tenant Intent to Purchase. It is understood that signing this Intent to Purchase Form, while not creating a contractual obligation to buy, does represent my/our bona fide current desire that I/We have every intention to pursue to completion.

It is further understood that this Intent to Purchase Form will be filed with the City and County for the purpose of establishing the percentage of tenants that may be expected to purchase units if the units are sold as condominiums, pursuant to Section 1388 of said Subdivision Code.

(contin...)

I/We declare, under penalty of perjury, that the statements herein are true and correct.



Signature of Applicant

Alexander E. Apke

Printed Name

9/7/2017

Date



Signature of Applicant

Anna M. Munoz

Printed Name

9/7/17

Date

## Form 2A

### Tenant Intent to Purchase

---

**Subdivision Code Section 1388. Tenant Intent to Purchase.** No application for conversion shall be approved unless there are substantial numbers of tenants who have indicated their intent to purchase their rental unit. This intent shall be evidenced by the submittal in writing of the DPW Tenant Intent to Purchase Form by tenants representing no less than forty percent (40%) of the units. For purposes of calculation, such Forms must be signed by one (1) tenant in a 2-unit building, two (2) tenants residing in separate units in a 3-, 4-, or 5-unit building, or three (3) tenants residing in separate units in a 6-unit building. In obtaining or soliciting tenant approval of the Intent to Purchase Forms, subdividers shall comply with any restrictions set forth in the California Business and Professions Code and regulations of the State Real Estate Commissioner. Further, in calculating the total number of units necessary to satisfy Section 1388, there shall be included in the forty percent (40%) requirement any units in which the occupant qualified for and has expressed an intent to obtain a renewable lifetime lease pursuant to Section 1391(c) (this lifetime lease is for a protected class of tenants and is not the same as the lifetime lease required to be offered to all tenants under the Expedited Conversion Program).

Any Tenant Intent to Purchase Forms obtained by way of any inducement of the subdivider to provide benefits to that tenant beyond those established by this Code shall be so identified and the specific representations of the subdivider shall be set forth in detail. All such Forms shall be come a matter of public record and the subdivider shall be required to comply with his or her representations as conditions of approval.

The Intent to Purchase Forms, once signed by a tenant, shall be irrevocable by said tenant, for purposes of compliance with Section 1388, provided, however, that the Director shall invalidate any such Form upon a determination that the subdivider has used coercion, fraud, duress, misrepresentation or threat in connection with obtaining or soliciting tenant approval of such Form.

### TENANT INTENT TO PURCHASE

I/We, Spencer K. Jones as tenant(s) of property at 668-678 Page Street, San Francisco, CA 94117

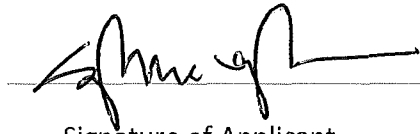
at the time of the filing of the application for a condominium conversion subdivision of such property, do hereby certify my/our intent to purchase my/our occupied Unit No. 672 at said property. I/We have seen the list of proposed sales prices to tenants, to be filed by the subdivider with the City and County of San Francisco, and this list indicates the sales price for the subject unit to be \$ \$2,100,000.

I/We have reviewed Section 1388 of the Subdivision Code, concerning Tenant Intent to Purchase. It is understood that signing this Intent to Purchase Form, while not creating a contractual obligation to buy, does represent my/our bona fide current desire that I/We have every intention to pursue to completion.

It is further understood that this Intent to Purchase Form will be filed with the City and County for the purpose of establishing the percentage of tenants that may be expected to purchase units if the units are sold as condominiums, pursuant to Section 1388 of said Subdivision Code.

(contin...)

I/We declare, under penalty of perjury, that the statements herein are true and correct.



Signature of Applicant

Spencer K. Jones

Printed Name

9/8/17

Date

Signature of Applicant

Printed Name

Date

**Form 2A****Tenant Intent to Purchase**

**Subdivision Code Section 1388. Tenant Intent to Purchase.** No application for conversion shall be approved unless there are substantial numbers of tenants who have indicated their intent to purchase their rental unit. This intent shall be evidenced by the submittal in writing of the DPW Tenant Intent to Purchase Form by tenants representing no less than forty percent (40%) of the units. For purposes of calculation, such Forms must be signed by one (1) tenant in a 2-unit building, two (2) tenants residing in separate units in a 3-, 4-, or 5-unit building, or three (3) tenants residing in separate units in a 6-unit building. In obtaining or soliciting tenant approval of the Intent to Purchase Forms, subdividers shall comply with any restrictions set forth in the California Business and Professions Code and regulations of the State Real Estate Commissioner. Further, in calculating the total number of units necessary to satisfy Section 1388, there shall be included in the forty percent (40%) requirement any units in which the occupant qualified for and has expressed an intent to obtain a renewable lifetime lease pursuant to Section 1391(c) (this lifetime lease is for a protected class of tenants and is not the same as the lifetime lease required to be offered to all tenants under the Expedited Conversion Program).

Any Tenant Intent to Purchase Forms obtained by way of any inducement of the subdivider to provide benefits to that tenant beyond those established by this Code shall be so identified and the specific representations of the subdivider shall be set forth in detail. All such Forms shall be come a matter of public record and the subdivider shall be required to comply with his or her representations as conditions of approval.

The Intent to Purchase Forms, once signed by a tenant, shall be irrevocable by said tenant, for purposes of compliance with Section 1388, provided, however, that the Director shall invalidate any such Form upon a determination that the subdivider has used coercion, fraud, duress, misrepresentation or threat in connection with obtaining or soliciting tenant approval of such Form.

**TENANT INTENT TO PURCHASE**

I/We, Christopher Beahn and Christine Han Beahn as tenant(s) of property at 668-678 Page Street, San Francisco, CA 94117

at the time of the filing of the application for a condominium conversion subdivision of such property, do hereby certify my/our intent to purchase my/our occupied Unit No. 674 at said property. I/We have seen the list of proposed sales prices to tenants, to be filed by the subdivider with the City and County of San Francisco, and this list indicates the sales price for the subject unit to be \$ \$2,100,000.

I/We have reviewed Section 1388 of the Subdivision Code, concerning Tenant Intent to Purchase. It is understood that signing this Intent to Purchase Form, while not creating a contractual obligation to buy, does represent my/our bona fide current desire that I/We have every intention to pursue to completion.

It is further understood that this Intent to Purchase Form will be filed with the City and County for the purpose of establishing the percentage of tenants that may be expected to purchase units if the units are sold as condominiums, pursuant to Section 1388 of said Subdivision Code.

(contin...)

I/We declare, under penalty of perjury, that the statements herein are true and correct.



Signature of Applicant

Christopher Beahn

Printed Name

9/16/17

Date



Signature of Applicant

Christine Han Beahn

Printed Name

9/16/17

Date

## Form 2A

### Tenant Intent to Purchase

---

**Subdivision Code Section 1388. Tenant Intent to Purchase.** No application for conversion shall be approved unless there are substantial numbers of tenants who have indicated their intent to purchase their rental unit. This intent shall be evidenced by the submittal in writing of the DPW Tenant Intent to Purchase Form by tenants representing no less than forty percent (40%) of the units. For purposes of calculation, such Forms must be signed by one (1) tenant in a 2-unit building, two (2) tenants residing in separate units in a 3-, 4-, or 5-unit building, or three (3) tenants residing in separate units in a 6-unit building. In obtaining or soliciting tenant approval of the Intent to Purchase Forms, subdividers shall comply with any restrictions set forth in the California Business and Professions Code and regulations of the State Real Estate Commissioner. Further, in calculating the total number of units necessary to satisfy Section 1388, there shall be included in the forty percent (40%) requirement any units in which the occupant qualified for and has expressed an intent to obtain a renewable lifetime lease pursuant to Section 1391(c) (this lifetime lease is for a protected class of tenants and is not the same as the lifetime lease required to be offered to all tenants under the Expedited Conversion Program).

Any Tenant Intent to Purchase Forms obtained by way of any inducement of the subdivider to provide benefits to that tenant beyond those established by this Code shall be so identified and the specific representations of the subdivider shall be set forth in detail. All such Forms shall be come a matter of public record and the subdivider shall be required to comply with his or her representations as conditions of approval.

The Intent to Purchase Forms, once signed by a tenant, shall be irrevocable by said tenant, for purposes of compliance with Section 1388, provided, however, that the Director shall invalidate any such Form upon a determination that the subdivider has used coercion, fraud, duress, misrepresentation or threat in connection with obtaining or soliciting tenant approval of such Form.

### TENANT INTENT TO PURCHASE

I/We, Geoffrey Pierce as tenant(s) of property at 668-678 Page Street, San Francisco, CA 94117

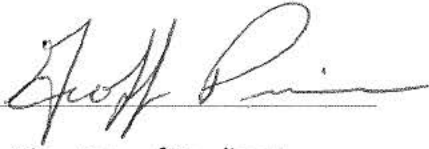
at the time of the filing of the application for a condominium conversion subdivision of such property, do hereby certify my/our intent to purchase my/our occupied Unit No. 668 at said property. I/We have seen the list of proposed sales prices to tenants, to be filed by the subdivider with the City and County of San Francisco, and this list indicates the sales price for the subject unit to be \$ \$2,100,000.

I/We have reviewed Section 1388 of the Subdivision Code, concerning Tenant Intent to Purchase. It is understood that signing this Intent to Purchase Form, while not creating a contractual obligation to buy, does represent my/our bona fide current desire that I/We have every intention to pursue to completion.

It is further understood that this Intent to Purchase Form will be filed with the City and County for the purpose of establishing the percentage of tenants that may be expected to purchase units if the units are sold as condominiums, pursuant to Section 1388 of said Subdivision Code.

(contin...)

I/We declare, under penalty of perjury, that the statements herein are true and correct.



Signature of Applicant

Geoffrey Pierce

Printed Name

9/5/17

Date

Signature of Applicant

Printed Name

Date

**Form 3**

## Acknowledgment of Fees

Assessor's Parcel Number:

**0843-015**

Property Address:

**668-678 Page Street, San Francisco, CA 94117**

Please read the statements below and provide your signature at the bottom of the page.

1. I understand that the Subdivision and Mapping application fees are due at the time of application submittal
2. I understand that the Expedited Conversion Program fee will be in **addition** to the current Subdivision and Mapping application fees
3. Within three (3) days after deeming my application submittable, San Francisco Public Works will notify me regarding the fees due under the Expedited Conversion Program. All fees are due and payable at that time.



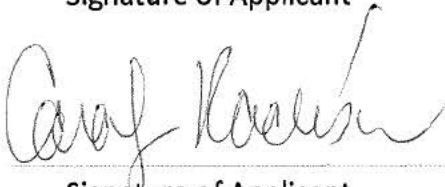
Signature of Applicant

Peter M. Owens

Printed Name

9/7/2017

Date



Signature of Applicant

Carolyn A. Radisch

Printed Name

9/7/2017

Date

Signature of Applicant

Stephen L. Owens

Printed Name

Date

Signature of Applicant

Michel Bechirian

Printed Name

Date

Signature of Applicant

Niloo Tehranchi

Printed Name

Date

**Form 3**

## Acknowledgment of Fees

**Assessor's Parcel Number:** 0843-015  
**Property Address:** 668-678 Page Street, San Francisco, CA 94117

---

Please read the statements below and provide your signature at the bottom of the page.

1. I understand that the Subdivision and Mapping application fees are due at the time of application submittal
2. I understand that the Expedited Conversion Program fee will be in **addition** to the current Subdivision and Mapping application fees
3. Within three (3) days after deeming my application submittable, San Francisco Public Works will notify me regarding the fees due under the Expedited Conversion Program. All fees are due and payable at that time.

---

Signature of Applicant

---

Peter M. Owens

---

Printed Name

---

Date

---

Signature of Applicant

---

Carolyn A. Radisch

---

Printed Name

---

Date

---

Signature of Applicant

---

Stephen L. Owens

---

Printed Name

---

9/11/17  
Date

---

Signature of Applicant

---

Michel Bechirian

---

Printed Name

---

Date

---

Signature of Applicant

---

Niloo Tehranchi

---

Printed Name

---

Date

**Form 3****Acknowledgment of Fees**

**Assessor's Parcel Number:** 0843-015  
**Property Address:** 668-678 Page Street, San Francisco, CA 94117

---

Please read the statements below and provide your signature at the bottom of the page.

1. I understand that the Subdivision and Mapping application fees are due at the time of application submittal
2. I understand that the Expedited Conversion Program fee will be in **addition** to the current Subdivision and Mapping application fees
3. Within three (3) days after deeming my application submittable, San Francisco Public Works will notify me regarding the fees due under the Expedited Conversion Program. All fees are due and payable at that time.

\_\_\_\_\_  
Signature of Applicant

Peter M. Owens

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Applicant

Carolyn A. Radisch

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Applicant

Stephen L. Owens

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

M. Br  
Signature of Applicant

Michel Bechirian

\_\_\_\_\_  
Printed Name

9/5/17  
Date

X/AL  
Signature of Applicant

Niloo Tehranchi

\_\_\_\_\_  
Printed Name


9/5/17  
Date

  
Signature of Applicant

Alexander E. Apke

Printed Name


9/7/2017  
Date

  
Signature of Applicant

Anna M. Munoz

Printed Name


9/7/17  
Date

  
Signature of Applicant

Spencer K. Jones

Printed Name

9/8/17  
Date

  
Signature of Applicant

Christopher Beahn

Printed Name

9/16/17  
Date

  
Signature of Applicant

Christine Han Beahn

Printed Name

9/16/17  
Date

  
Signature of Applicant

Geoffrey Pierce

Printed Name

9/5/17  
Date

## Form 4

## Owner's Release of Interest in Common Areas

Assessor's Parcel Number: 0843-015  
Property Address: 668-678 Page Street, San Francisco, CA 94117

---

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.



Signature of Applicant

Peter M. Owens

Printed Name

9/7/2017

Date



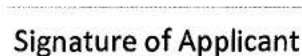
Signature of Applicant

Carolyn A. Radisch

Printed Name

9/7/2017

Date

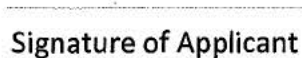


Signature of Applicant

Stephen L. Owens

Printed Name

Date

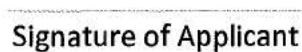


Signature of Applicant

Michel Bechirian

Printed Name

Date

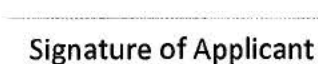


Signature of Applicant

Niloo Tehranchi

Printed Name

Date



Signature of Applicant

Geoffrey Pierce

Printed Name

Date

## Form 4

## Owner's Release of Interest in Common Areas

Assessor's Parcel Number: 0843-015  
Property Address: 668-678 Page Street, San Francisco, CA 94117

---

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.

_____ Signature of Applicant	<u>Peter M. Owens</u> Printed Name	_____ Date
---------------------------------	---------------------------------------	---------------

_____ Signature of Applicant	<u>Carolyn A. Radisch</u> Printed Name	_____ Date
---------------------------------	---	---------------

 _____ Signature of Applicant	<u>Stephen L. Owens</u> Printed Name	<u>9/11/17</u> Date
---	---	------------------------

_____ Signature of Applicant	<u>Michel Bechirian</u> Printed Name	_____ Date
---------------------------------	---	---------------

_____ Signature of Applicant	<u>Niloo Tehranchi</u> Printed Name	_____ Date
---------------------------------	--	---------------

_____ Signature of Applicant	<u>Geoffrey Pierce</u> Printed Name	_____ Date
---------------------------------	--	---------------

## Form 4

## Owner's Release of Interest in Common Areas

Assessor's Parcel Number: 0843-015  
Property Address: 668-678 Page Street, San Francisco, CA 94117

---

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.

\_\_\_\_\_  
Signature of Applicant

Peter M. Owens  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Applicant

Carolyn A. Radisch  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Applicant

Stephen L. Owens  
Printed Name

\_\_\_\_\_  
Date

M. Bechirian  
Signature of Applicant

Michel Bechirian  
Printed Name

9/5/17  
Date

N. Tehranchi  
Signature of Applicant

Niloo Tehranchi  
Printed Name

9/5/17  
Date

Geoffrey Pierce  
Signature of Applicant

Geoffrey Pierce  
Printed Name

9/5/17  
Date

Anna Munoz  
Signature of Applicant

Anna Munoz  
Printed Name

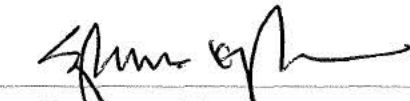
9/7/17  
Date

  
Signature of Applicant

Alexander E. Apke

Printed Name

9/7/2017  
Date

  
Signature of Applicant

Spencer K. Jones

Printed Name

9/8/17  
Date

  
Signature of Applicant

Christopher Beahn

Printed Name

9/16/17  
Date

  
Signature of Applicant

Christine Han Beahn

Printed Name

9/16/17  
Date



300 Foot  
Radius Map  
(415) 381-4775

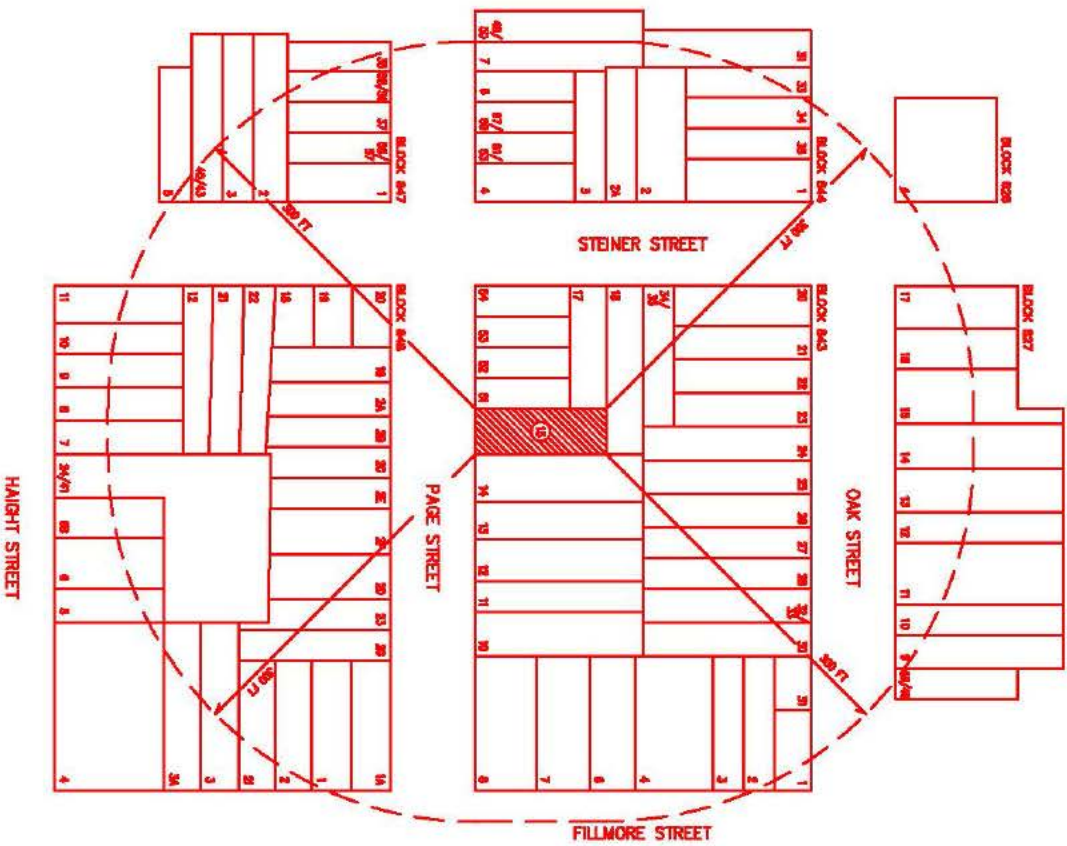
BLOCK 843  
LOT 15  
San Francisco, CA



SCALE: 1"=50'-0"

APP. NO.	DATE: 1/20/27
DESIGNER	DATE: 1/20/27
CHECKED	DATE: 1/20/27

300 FOOT  
RADIUS MAP



## ADDRESS LIST

668-678 Page Street  
San Francisco, CA 94117  
APN: 0843-015

Geoffrey Pierce  
668 Page Street  
San Francisco, CA 94117

Peter Owens, Carolyn Radisch  
679 Page Street  
San Francisco, CA 94117

Spencer Jones  
672 Page Street  
San Francisco, CA 94117

Christopher and Christine Beahn  
674 Page Street  
San Francisco, CA 94117

Alexander Apke, Anna Munoz  
676 Page Street  
San Francisco, CA 94117

Michel Bechirian, Niloo Tehranchi  
678 Page Street  
San Francisco, CA 94117



1221 HARRISON STREET #18  
SAN FRANCISCO, CA 94103

P: 415-391-4775  
F: 415-391-4777  
radiusservices@sfradius.com

## AFFIDAVIT OF PREPARATION OF RADIUS NOTIFICATION MAP, MAILING LIST, & DELIVERY MATERIALS FOR PUBLIC NOTIFICATION

RADIUS SERVICES hereby declares as follows:

1. We have prepared the NOTIFICATION MAP, MAILING LIST, and DELIVERY MATERIALS for the purpose of public notification in accordance with the requirements and instructions stipulated by San Francisco City Planning Department Planning Code / San Francisco Department of Building Inspection / San Francisco Public Works Code:

- |   |   |
|---|---|
| <input type="checkbox"/> Section 311 (Residential)                                | <input type="checkbox"/> Mobile Food Facility (MFF)<br>Truck: 75' minimum radius measured from the outer boundaries of the assumed curbside and all properties across the street that directly fronts, in whole or in part. |
| <input type="checkbox"/> Section 312 (Commercial)                                 |   |
| <input type="checkbox"/> Variance   | <input type="checkbox"/> Mobile Food Facility (MFF)<br>Push Cart: 300' minimum radius of the street address(s) in front of which the Pushcart will be located.  |
| <input type="checkbox"/> Environmental Evaluation                                 | <input type="checkbox"/> Minor Sidewalk Encroachment (MSE)<br>150' radius <u>fronting</u> the subject property.   |
| <input type="checkbox"/> Conditional Use Permit                                   | <input type="checkbox"/> Major Sidewalk Encroachment (ME)<br>300' complete radius.  |
| <input type="checkbox"/> Conditional Use Permit for Wireless Antenna Installation |   |
| <input checked="" type="checkbox"/> Other <u>Condominium</u>                      | <input type="checkbox"/> Section 106.3.2.3 (Demolition)   |

2. We understand that we are responsible for the accuracy of this information, and that erroneous information may require remailing or lead to suspension or revocation of the permit.
3. We have prepared these materials in good faith and to the best of our ability.

We declare under penalty of perjury under the laws of the State of California and the City and County of San Francisco that the foregoing is true and correct.

EXECUTED IN SAN FRANCISCO, ON THIS DAY, 8/21/17

RADIUS SERVICES  
Professional Service Provider

0843015U

Radius Services Job Number

668-78 Page St

Project Address

Kevin Chuck  
Radius Services

0843/015

Block / Lot

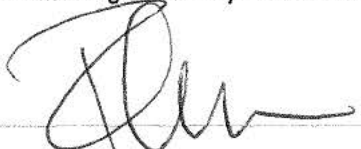
**Form 7****Summary of Tenant Contacts**

**Assessor's Parcel Number:** 0843-015  
**Property Address:** 668-678 Page Street, San Francisco, CA 94117

Article 9 Section 1381(a) (4)(D) of the San Francisco Subdivision Code requires subdividers to submit with condominium conversion application a summary of tenant contacts including all meetings held with tenants and all information provided to them about the project and their own options.

Date of Contact	Description of Interaction with Tenants

The undersigned hereby certifies that he/she has recorded all tenant interactions as required by the San Francisco Subdivision Code.

  
 Signature of Applicant

Peter M. Owens

Printed Name

9/7/2017

Date


  
 Signature of Applicant

Carolyn A. Radisch

Printed Name

9/7/2017

Date

  
 Signature of Applicant

Stephen L. Owens

Printed Name

Date

  
 Signature of Applicant

Michel Bechirian

Printed Name

Date

  
 Signature of Applicant

Niloo Tehranchi

Printed Name

Date

**Form 7****Summary of Tenant Contacts**

**Assessor's Parcel Number:** 0843-015  
**Property Address:** 668-678 Page Street, San Francisco, CA 94117

Article 9 Section 1381(a) (4)(D) of the San Francisco Subdivision Code requires subdividers to submit with condominium conversion application a summary of tenant contacts including all meetings held with tenants and all information provided to them about the project and their own options.

Date of Contact	Description of Interaction with Tenants

The undersigned hereby certifies that he/she has recorded all tenant interactions as required by the San Francisco Subdivision Code.

Peter M. Owens

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

Carolyn A. Radisch

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date



Stephen L. Owens

9/11/17

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

Michel Bechirian

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

Niloo Tehranchi

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**Form 7****Summary of Tenant Contacts**

**Assessor's Parcel Number:** 0843-015  
**Property Address:** 668-678 Page Street, San Francisco, CA 94117

Article 9 Section 1381(a) (4)(D) of the San Francisco Subdivision Code requires subdividers to submit with condominium conversion application a summary of tenant contacts including all meetings held with tenants and all information provided to them about the project and their own options.

Date of Contact	Description of Interaction with Tenants

The undersigned hereby certifies that he/she has recorded all tenant interactions as required by the San Francisco Subdivision Code.

Peter M. Owens

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

Carolyn A. Radisch

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

Stephen L. Owens

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

M. Bechirian

\_\_\_\_\_  
Signature of Applicant

Michel Bechirian

\_\_\_\_\_  
Printed Name

9/5/17

\_\_\_\_\_  
Date

Niloo Tehranchi

\_\_\_\_\_  
Signature of Applicant

Niloo Tehranchi

\_\_\_\_\_  
Printed Name

9/5/17

\_\_\_\_\_  
Date

  
Signature of Applicant

Alexander E. Apke

Printed Name

9/7/2017  
Date

  
Signature of Applicant

Anna M. Munoz

Printed Name

9/7/17  
Date

  
Signature of Applicant

Spencer K. Jones

Printed Name

9/8/17  
Date

  
Signature of Applicant

Christopher Beahn

Printed Name

9/16/17  
Date

  
Signature of Applicant

Christine Han Beahn

Printed Name

9/16/17  
Date

  
Signature of Applicant

Geoffrey Pierce

Printed Name

9/5/17  
Date

## Form 8A

## Subdivider's Statement and Commitment Regarding Notice to Existing Tenants

[Sec. 1381(a) (6)(A) &amp; Sec. 1381(a) (6)(C)]

**Assessor's Parcel Number:** 0843-015  
**Property Address:** 668-678 Page Street, San Francisco, CA 94117

---

The undersigned subdivider hereby certify that he/she has given notices required by the San Francisco Subdivision Code Section 1381(a)(6) to all current lessees or tenants and will give such notices to those who occupy after submission of the application packet for conversion.




Signature of Applicant

Peter M. Owens

Printed Name

9/7/2017

Date



Signature of Applicant

Carolyn A. Radisch

Printed Name

9/7/2017

Date

Signature of Applicant

Stephen L. Owens

Printed Name

Date

Signature of Applicant

Michel Bechirian

Printed Name

Date

Signature of Applicant

Niloo Tehranchi

Printed Name

Date

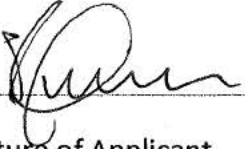
**Form 8A****Subdivider's Statement and Commitment Regarding Notice to Existing Tenants**

[Sec. 1381(a) (6)(A) &amp; Sec. 1381(a) (6)(C)]

**Assessor's Parcel Number:** 0843-015  
**Property Address:** 668-678 Page Street, San Francisco, CA 94117

---

The undersigned subdivider hereby certify that he/she has given notices required by the San Francisco Subdivision Code Section 1381(a)(6) to all current lessees or tenants and will give such notices to those who occupy after submission of the application packet for conversion.

_____ Signature of Applicant	Peter M. Owens _____ Printed Name	_____ Date
_____ Signature of Applicant	Carolyn A. Radisch _____ Printed Name	_____ Date
 _____ Signature of Applicant	Stephen L. Owens _____ Printed Name	9/11/17 _____ Date
_____ Signature of Applicant	Michel Bechirian _____ Printed Name	_____ Date
_____ Signature of Applicant	Niloo Tehrani _____ Printed Name	_____ Date

**Form 8A****Subdivider's Statement and Commitment Regarding Notice to Existing Tenants**

[Sec. 1381(a) (6)(A) &amp; Sec. 1381(a) (6)(C)]

**Assessor's Parcel Number:** 0843-015

**Property Address:** 668-678 Page Street, San Francisco, CA 94117

The undersigned subdividers hereby certify that he/she has given notices required by the San Francisco Subdivision Code Section 1381(a)(6) to all current lessees or tenants and will give such notices to those who occupy after submission of the application packet for conversion.

Peter M. OwensSignature of ApplicantPrinted NameDateCarolyn A. RadischSignature of ApplicantPrinted NameDateStephen L. OwensSignature of ApplicantPrinted NameDateM. BechirianSignature of ApplicantMichel BechirianPrinted Name9/5/17DateN. TehranchiSignature of ApplicantNiloo TehranchiPrinted Name9/5/17Date

  
Signature of Applicant

Alexander E. Apke

Printed Name

9/7/2017  
Date

  
Signature of Applicant

Anna M. Munoz

Printed Name

9/7/17  
Date

  
Signature of Applicant

Spencer K. Jones

Printed Name

9/8/17  
Date

  
Signature of Applicant

Christopher Beahn

Printed Name

9/16/17  
Date

  
Signature of Applicant

Christine Han Beahn

Printed Name

9/16/17  
Date

  
Signature of Applicant

Geoffrey Pierce

Printed Name

9/5/17  
Date

## Form 8B

## Subdivider's Statement and Commitment Regarding Notice to New Tenants

[Sec. 1381(a)(6)(B) &amp; Sec. 1381(a)(6)(C)]

**Assessor's Parcel Number:** 0843-015  
**Property Address:** 668-678 Page Street, San Francisco, CA 94117

---

The undersigned subdivider hereby certify that he/she will give notices required by the San Francisco Subdivision Code Section 1381(a)(6) to all current lessees or tenants including those who occupy after submission of the application packet for conversion.



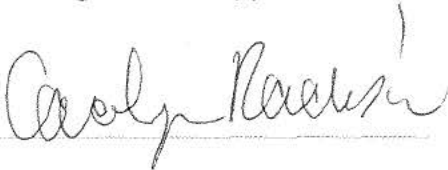
Signature of Applicant

Peter M. Owens

Printed Name

9/7/2017

Date



Signature of Applicant

Carolyn A. Radisch

Printed Name

9/7/2017

Date

Stephen L. Owens

Signature of Applicant

Printed Name

Date

Michel Bechirian

Signature of Applicant

Printed Name

Date

Niloo Tehranchi

Signature of Applicant

Printed Name

Date

**Form 8B****Subdivider's Statement and Commitment Regarding Notice to New Tenants**

[Sec. 1381(a)(6)(B) &amp; Sec. 1381(a)(6)(C)]

**Assessor's Parcel Number:** 0843-015  
**Property Address:** 668-678 Page Street, San Francisco, CA 94117

---

The undersigned subdividers hereby certify that he/she will give notices required by the San Francisco Subdivision Code Section 1381(a)(6) to all current lessees or tenants including those who occupy after submission of the application packet for conversion.

_____ Signature of Applicant	_____ Peter M. Owens Printed Name	_____ Date
_____ Signature of Applicant	_____ Carolyn A. Radisch Printed Name	_____ Date
_____  Signature of Applicant	_____ Stephen L. Owens Printed Name	_____  Date
_____ Signature of Applicant	_____ Michel Bechirian Printed Name	_____ Date
_____ Signature of Applicant	_____ Niloo Tehrani Printed Name	_____ Date

**Form 8B****Subdivider's Statement and Commitment Regarding Notice to New Tenants**  
[Sec. 1381(a)(6)(B) & Sec. 1381(a)(6)(C)]

**Assessor's Parcel Number:** 0843-015  
**Property Address:** 668-678 Page Street, San Francisco, CA 94117

---

The undersigned subdividers hereby certify that he/she will give notices required by the San Francisco Subdivision Code Section 1381(a)(6) to all current lessees or tenants including those who occupy after submission of the application packet for conversion.

Peter M. Owens

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

Carolyn A. Radisch

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

Stephen L. Owens

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date



\_\_\_\_\_  
Signature of Applicant

Michel Bechirian

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

9/5/17



\_\_\_\_\_  
Signature of Applicant

Niloo Tehranchi

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

9/5/17

  
Signature of Applicant

Alexander E. Apke

Printed Name

9/7/2017  
Date

  
Signature of Applicant

Anna M. Munoz

Printed Name

9/7/17  
Date

  
Signature of Applicant

Spencer K. Jones

Printed Name

9/7/17  
Date

  
Signature of Applicant

Christopher Beahn

Printed Name

9/16/17  
Date

  
Signature of Applicant

Christine Han Beahn

Printed Name

9/16/17  
Date

  
Signature of Applicant

Geoffrey Pierce

Printed Name

9/5/17  
Date

## Form 9

## Subdivider's Commitment Regarding Notice of the Tenant's Right of First Refusal to Purchase

[Sec. 1387]

**Assessor's Parcel Number:** 0843-015  
**Property Address:** 668-678 Page Street, San Francisco, CA 94117

---

The undersigned Subdividers hereby certify that the present tenant or tenants at the date of filing of the application for a Tentative Map of any unit to be converted or, in the event of a voluntary vacation, or eviction for cause, the tenant or tenants in occupancy at the date of recording of the Parcel Map (or in the case of 5-6 unit buildings, at the date of issuance of the California Bureau of Real Estate's Final Subdivision Public Report) shall be given a nontransferable contract right to purchase the unit occupied at a price no greater than the price offered to the general public, as required by San Francisco Subdivision Code Section 1387.



Signature of Applicant

Peter M. Owens

Printed Name

9/7/2017

Date



Signature of Applicant

Carolyn A. Radisch

Printed Name

9/7/2017

Date

Signature of Applicant

Stephen L. Owens

Printed Name

Date

Signature of Applicant

Michel Bechirian

Printed Name

Date

Signature of Applicant

Niloo Tehranchi

Printed Name

Date

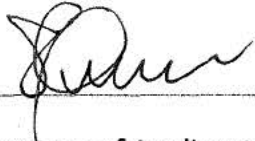
**Form 9****Subdivider's Commitment Regarding Notice of the Tenant's Right of First Refusal to Purchase**

[Sec. 1387]

**Assessor's Parcel Number:** 0843-015  
**Property Address:** 668-678 Page Street, San Francisco, CA 94117

---

The undersigned Subdividers hereby certify that the present tenant or tenants at the date of filing of the application for a Tentative Map of any unit to be converted or, in the event of a voluntary vacation, or eviction for cause, the tenant or tenants in occupancy at the date of recording of the Parcel Map (or in the case of 5-6 unit buildings, at the date of issuance of the California Bureau of Real Estate's Final Subdivision Public Report) shall be given a nontransferable contract right to purchase the unit occupied at a price no greater than the price offered to the general public, as required by San Francisco Subdivision Code Section 1387.

_____	<u>Peter M. Owens</u>	_____
Signature of Applicant	Printed Name	Date
_____	<u>Carolyn A. Radisch</u>	_____
Signature of Applicant	Printed Name	Date
	<u>Stephen L. Owens</u>	<u>9/11/17</u>
Signature of Applicant	Printed Name	Date
_____	<u>Michel Bechirian</u>	_____
Signature of Applicant	Printed Name	Date
_____	<u>Niloo Tehranchi</u>	_____
Signature of Applicant	Printed Name	Date

**Form 9****Subdivider's Commitment Regarding Notice of the Tenant's Right of First Refusal to Purchase**

[Sec. 1387]

**Assessor's Parcel Number:** 0843-015  
**Property Address:** 668-678 Page Street, San Francisco, CA 94117

---

The undersigned Subdividers hereby certify that the present tenant or tenants at the date of filing of the application for a Tentative Map of any unit to be converted or, in the event of a voluntary vacation, or eviction for cause, the tenant or tenants in occupancy at the date of recording of the Parcel Map (or in the case of 5-6 unit buildings, at the date of issuance of the California Bureau of Real Estate's Final Subdivision Public Report) shall be given a nontransferable contract right to purchase the unit occupied at a price no greater than the price offered to the general public, as required by San Francisco Subdivision Code Section 1387.

Peter M. OwensSignature of ApplicantPrinted NameDateCarolyn A. RadischSignature of ApplicantPrinted NameDateStephen L. OwensSignature of ApplicantPrinted NameDateM. BrinSignature of ApplicantMichel BechirianPrinted Name9/5/17DateNiloo TehranchiSignature of ApplicantNiloo TehranchiPrinted Name9/5/17Date

  
Signature of Applicant

Alexander E. Apke

Printed Name

9/7/2017  
Date

  
Signature of Applicant

Anna M. Munoz

Printed Name

9/7/17  
Date

  
Signature of Applicant

Spencer K. Jones

Printed Name

9/8/17  
Date

  
Signature of Applicant

Christopher Beahn

Printed Name

9/16/17  
Date

  
Signature of Applicant

Christine Han Beahn

Printed Name

9/16/17  
Date

---

  
Signature of Applicant

Geoffrey Pierce

Printed Name

9/5/17  
Date













# Form No. 10

(To be submitted by all Residential Condominium Conversion applicants)

## **Proposition "M" Findings Form**

**The Eight Priority Policies  
of Section 101.1 of the San Francisco Planning Code**

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

City Planning Case No. \_\_\_\_\_ (if available)

Address 668-678 Page Street, San Francisco, CA 94118

Assessor's Block 0843 Lot(s) 015

Proposal Condominium Conversion

### **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.

**INSTRUCTION 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;

The property currently consists of six units which are occupied by different owners. Converting the property into condominiums will not change the usage of the property as residential units, and as a result will continue to have use of existing neighborhood-serving retail uses, and will not impact future opportunities for employment and ownership of such businesses.

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

Converting the property from a six residential unit property to a six residential condominium project will maintain the character of the neighborhood, and the cultural and economic diversity of the neighborhood.

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

The conversion of the property to condominiums will have a minimal effect on the supply of affordable housing, and lender rates will be more favorable, making the condos more affordable than if they were tenancy in common interests.

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

Converting the property from a six residential unit property to a six residential condominium project will have the same requirements for Muni transit service, traffic and parking and will not negatively impact transit or parking.

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;

The proposal does not involve commercial office development and will have no effect

on future opportunities for resident employment and ownership in our industrial and service sectors.

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

The owners are required to correct existing code violations and to ensure there are no health or safety hazards on the property, as identified in a physical inspection report issued by the Department of Building Inspection. Compliance with the report is a condition of the conversion and will improve safety on the property.

7. That landmarks and historic buildings be preserved; and

The proposal does not involve changes to existing buildings.

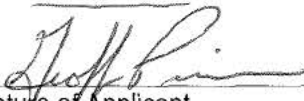
8. That our parks and open space and their access to sunlight and vistas be protected from development.

The conversion of the property into condominiums does not include any construction or expansion and therefore will not affect access to sunlight or open space by the general public.

SIGNATURE

PRINT NAME

UNIT



Geoff Pierce (668 Page St)

9/5/17

Signature of Applicant

Date

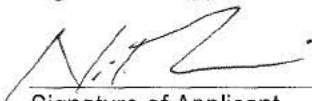


MICHEL BECHIRIAN 678 Page

9/5/17

Signature of Applicant

Date



NILOO TEHRANCHI 678 Page

9/5/17

Signature of Applicant

Date

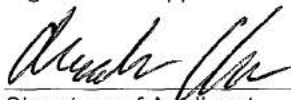


Anna MUNOZ (676 Page)

9/7/17

Signature of Applicant

Date



Alexander Apke (676 Page)

9/7/2017

Signature of Applicant

Date



Spencer Jones (672 Page)

9/8/17

Signature of Applicant

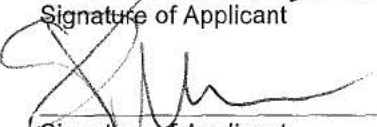
Date

  
Signature of Applicant

Christopher Beahn (674 Page St) 9/16/17  
Date

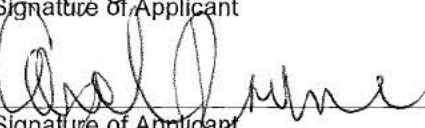
  
Signature of Applicant

CHRISTINE H. BEAHN (674 Page St) 9/16/17  
Date

  
Signature of Applicant


PETER ADAMS

9/7/2017  
Date

  
Signature of Applicant

CAROLYN A. RADISCH

9/7/2017  
Date

  
Signature of Applicant

GEOFFREY PIERCE

9/11/17  
Date

**Form 12****Owner's Affidavit**

**Eviction of Senior, Disabled, or Catastrophically Ill Tenant**  
Compliance with Section 1396.2(b) of the San Francisco Subdivision Code

Required for all owners of record

**Assessor's Parcel Number:****0843-015****Property Address:****668-678 Page Street, San Francisco, CA 94117**

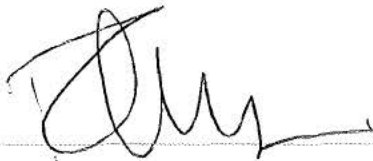
Peter M. Owens, Carolyn A. Radisch and Stephen L. Owens

I, \_\_\_\_\_, hereby certify under penalty of perjury that the following is true and  
*print name*

correct to the best of my knowledge:

Since May 1, 2005, no eviction as defined in San Francisco Administrative Code Section 37.9(a)(8), 37.9(a)(10), 37.9(a)(11), or 37.9(a)(13) of a senior, disabled person, or catastrophically ill tenant as defined below has occurred, or if such an eviction took place, each unit in the building was occupied by a separate owner of record on April 4, 2006. For purposes of the above statement, a "senior" shall be a person who is 60 years or older and has been residing in the unit for 10 years or more at the time of issuance of the eviction notice; a "disabled" tenant is defined as a person who is disabled within the meaning of Title 42 U.S.C. Section 12102(2)(A); and a "catastrophically ill" tenant is defined as a person who is disabled as defined by above, and who is suffering from a life threatening illness as certified by his or her primary care physician.

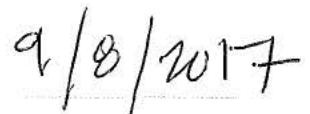
I understand that I am affirming under penalty of perjury to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement may include denial of the condominium conversion subdivision, fines, and/or imprisonment.



Signature of Applicant

**Peter M. Owens**

Printed Name



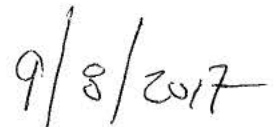
Date



Signature of Applicant

**Carolyn A. Radisch**

Printed Name



Date

**Stephen L. Owens**

Signature of Applicant

Printed Name

Date

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 NEW HAMPSHIRE

County of GRAFTON

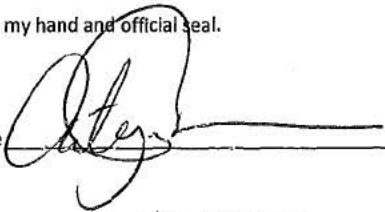
On 9/8/2017 before me, ANTHONY BENWARE, Notary Public, personally appeared

PETER M. OWENS & CAROLYN A. RADISCH, 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 he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

NEW HAMPSHIRE

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

WITNESS my hand and official seal.

Signature  (seal)

Anthony Benware  
Notary Public, State of New Hampshire  
My Commission Expires January 14, 2020

**Form 12****Owner's Affidavit**

**Eviction of Senior, Disabled, or Catastrophically Ill Tenant**  
 Compliance with Section 1396.2(b) of the San Francisco Subdivision Code

Required for all owners of record

**Assessor's Parcel Number:****0843-015****Property Address:****668-678 Page Street, San Francisco, CA 94117**

Peter M. Owens, Carolyn A. Radisch and Stephen L. Owens

I, \_\_\_\_\_, hereby certify under penalty of perjury that the following is true and  
*print name*

correct to the best of my knowledge:

Since May 1, 2005, no eviction as defined in San Francisco Administrative Code Section 37.9(a)(8), 37.9(a)(10), 37.9(a)(11), or 37.9(a)(13) of a senior, disabled person, or catastrophically ill tenant as defined below has occurred, or if such an eviction took place, each unit in the building was occupied by a separate owner of record on April 4, 2006. For purposes of the above statement, a "senior" shall be a person who is 60 years or older and has been residing in the unit for 10 years or more at the time of issuance of the eviction notice; a "disabled" tenant is defined as a person who is disabled within the meaning of Title 42 U.S.C. Section 12102(2)(A); and a "catastrophically ill" tenant is defined as a person who is disabled as defined by above, and who is suffering from a life threatening illness as certified by his or her primary care physician.

I understand that I am affirming under penalty of perjury to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement may include denial of the condominium conversion subdivision, fines, and/or imprisonment.

**Peter M. Owens**

Signature of Applicant

Printed Name

Date

**Carolyn A. Radisch**

Signature of Applicant

Printed Name

Date

Signature of Applicant

**Stephen L. Owens**

Printed Name

Date

9/11/17

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 CT  
County of Hartford  
On 9.11.17 before me, Kathleen C. Hanna Notary Public, personally appeared  
Stephen L. Owens, 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 he/she/they executed the same in his/her/their authorized capacity(ies), and that by  
his/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 Kathleen C. Hanna (seal)  
Comm. Exp. 2.28.22

**Form 12****Owner's Affidavit****Eviction of Senior, Disabled, or Catastrophically Ill Tenant**

Compliance with Section 1396.2(b) of the San Francisco Subdivision Code

Required for all owners of record

Assessor's Parcel Number: 0843-015Property Address: 668-678 Page Street, San Francisco, CA 94117

I, Michel Bechirian and Niloo Tehranchi, herby certify under penalty of perjury that the following is true and  
print name

correct to the best of my knowledge:

Since May 1, 2005, no eviction as defined in San Francisco Administrative Code Section 37.9(a)(8), 37.9(a)(10), 37.9(a)(11), or 37.9(a)(13) of a senior, disabled person, or catastrophically ill tenant as defined below has occurred, or if such an eviction took place, each unit in the building was occupied by a separate owner of record on April 4, 2006. For purposes of the above statement, a "senior" shall be a person who is 60 years or older and has been residing in the unit for 10 years or more at the time of issuance of the eviction notice; a "disabled" tenant is defined as a person who is disabled within the meaning of Title 42 U.S.C. Section 12102(2)(A); and a "catastrophically ill" tenant is defined as a person who is disabled as defined by above, and who is suffering from a life threatening illness as certified by his or her primary care physician.

I understand that I am affirming under penalty of perjury to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement may include denial of the condominium conversion subdivision, fines, and/or imprisonment.



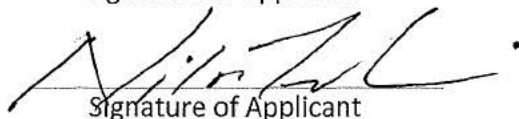
Signature of Applicant

Michel Bechirian

Printed Name

9/13/17

Date



Signature of Applicant

Niloo Tehranchi

Printed Name

9/13/17

Date

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 CALIFORNIACounty of SAN FRANCISCOOn SEPTEMBER 13<sup>th</sup>, 2017 before me, DANIEL MARCRUM, Notary Public, personally appeared

NILOO TEHRANCHI AND MICHEL BECHIRIAN, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) I have subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/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)



## Form 12

## Owner's Affidavit

### Eviction of Senior, Disabled, or Catastrophically Ill Tenant

Compliance with Section 1396.2(b) of the San Francisco Subdivision Code

Required for all owners of record

Assessor's Parcel Number: 0843-015

Property Address: 668-678 Page Street, San Francisco, CA 94117

I, Alexander E. Apke and Anna M. Munoz, hereby certify under penalty of perjury that the following is true and  
*print name*

correct to the best of my knowledge:

Since May 1, 2005, no eviction as defined in San Francisco Administrative Code Section 37.9(a)(8), 37.9(a)(10), 37.9(a)(11), or 37.9(a)(13) of a senior, disabled person, or catastrophically ill tenant as defined below has occurred, or if such an eviction took place, each unit in the building was occupied by a separate owner of record on April 4, 2006. For purposes of the above statement, a "senior" shall be a person who is 60 years or older and has been residing in the unit for 10 years or more at the time of issuance of the eviction notice; a "disabled" tenant is defined as a person who is disabled within the meaning of Title 42 U.S.C. Section 12102(2)(A); and a "catastrophically ill" tenant is defined as a person who is disabled as defined by above, and who is suffering from a life threatening illness as certified by his or her primary care physician.

I understand that I am affirming under penalty of perjury to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement may include denial of the condominium conversion subdivision, fines, and/or imprisonment.

Signature of Applicant

Alexander E. Apke

Printed Name

9/9/2017  
Date

Date \_\_\_\_\_

Anna Minor  
Signature of Applicant

Anna M. Munoz

Printed Name

9/9/17  
Date

Date \_\_\_\_\_

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

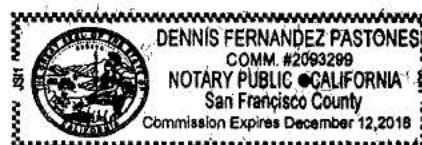
On Sept. 9, 2017 before me, Dennis Fernandez Portales, Notary Public, personally appeared \_\_\_\_\_

Alexander Edward Apke & Anna Maria Plunk

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 D. J. P. Jones (seal)



**Form 12****Owner's Affidavit****Eviction of Senior, Disabled, or Catastrophically Ill Tenant**

Compliance with Section 1396.2(b) of the San Francisco Subdivision Code

Required for all owners of record

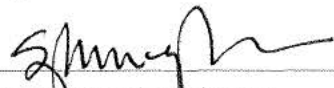
Assessor's Parcel Number: 0843-015Property Address: 668-678 Page Street, San Francisco, CA 94117

I, Spencer K. Jones, herby certify under penalty of perjury that the following is true and  
print name

correct to the best of my knowledge:

Since May 1, 2005, no eviction as defined in San Francisco Administrative Code Section 37.9(a)(8), 37.9(a)(10), 37.9(a)(11), or 37.9(a)(13) of a senior, disabled person, or catastrophically ill tenant as defined below has occurred, or if such an eviction took place, each unit in the building was occupied by a separate owner of record on April 4, 2006. For purposes of the above statement, a "senior" shall be a person who is 60 years or older and has been residing in the unit for 10 years or more at the time of issuance of the eviction notice; a "disabled" tenant is defined as a person who is disabled within the meaning of Title 42 U.S.C. Section 12102(2)(A); and a "catastrophically ill" tenant is defined as a person who is disabled as defined by above, and who is suffering from a life threatening illness as certified by his or her primary care physician.

I understand that I am affirming under penalty of perjury to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement may include denial of the condominium conversion subdivision, fines, and/or imprisonment.

  
 Signature of Applicant

Spencer K. Jones

Printed Name

9/13/17  
 Date

Signature of Applicant

Printed Name

Date

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.

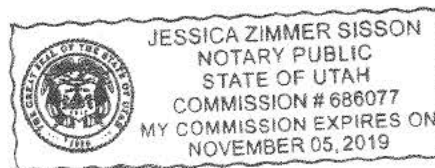
State of UtahCounty of Salt LakeOn 9/15/2017 before me, Jessica Zimmer Sisson, Notary Public, personally appeared

Spencer K. Jones, 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 he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/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)



**Form 12****Owner's Affidavit**

**Eviction of Senior, Disabled, or Catastrophically Ill Tenant**  
Compliance with Section 1396.2(b) of the San Francisco Subdivision Code

Required for all owners of record

**Assessor's Parcel Number:** 0843-015

**Property Address:** 668-678 Page Street, San Francisco, CA 94117

I, Christopher Beahn and Christine Han Beahn, herby certify under penalty of perjury that the following is true and  
*print name*

correct to the best of my knowledge:

Since May 1, 2005, no eviction as defined in San Francisco Administrative Code Section 37.9(a)(8), 37.9(a)(10), 37.9(a)(11), or 37.9(a)(13) of a senior, disabled person, or catastrophically ill tenant as defined below has occurred, or if such an eviction took place, each unit in the building was occupied by a separate owner of record on April 4, 2006. For purposes of the above statement, a "senior" shall be a person who is 60 years or older and has been residing in the unit for 10 years or more at the time of issuance of the eviction notice; a "disabled" tenant is defined as a person who is disabled within the meaning of Title 42 U.S.C. Section 12102(2)(A); and a "catastrophically ill" tenant is defined as a person who is disabled as defined by above, and who is suffering from a life threatening illness as certified by his or her primary care physician.

I understand that I am affirming under penalty of perjury to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement may include denial of the condominium conversion subdivision, fines, and/or imprisonment.



Signature of Applicant

Christopher Beahn

Printed Name

9/16/17

Date



Signature of Applicant

Christine Han Beahn

Printed Name

16 Sept 2017

Date

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

On Sept 16 2017

before me,

**Jessica Valentine,  
Notary Public**

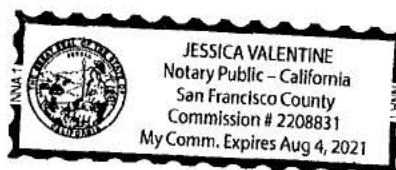
, Notary Public, personally appeared

Christopher Beahn & Christine Han Beahn, 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 he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/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)



**Form 12****Owner's Affidavit****Eviction of Senior, Disabled, or Catastrophically Ill Tenant**  
Compliance with Section 1396.2(b) of the San Francisco Subdivision Code

Required for all owners of record

Assessor's Parcel Number: 0843-015  
 Property Address: 668-678 Page Street, San Francisco, CA 94117

I, Geoffrey Pierce, herby certify under penalty of perjury that the following is true and  
print name

correct to the best of my knowledge:

Since May 1, 2005, no eviction as defined in San Francisco Administrative Code Section 37.9(a)(8), 37.9(a)(10), 37.9(a)(11), or 37.9(a)(13) of a senior, disabled person, or catastrophically ill tenant as defined below has occurred, or if such an eviction took place, each unit in the building was occupied by a separate owner of record on April 4, 2006. For purposes of the above statement, a "senior" shall be a person who is 60 years or older and has been residing in the unit for 10 years or more at the time of issuance of the eviction notice; a "disabled" tenant is defined as a person who is disabled within the meaning of Title 42 U.S.C. Section 12102(2)(A); and a "catastrophically ill" tenant is defined as a person who is disabled as defined by above, and who is suffering from a life threatening illness as certified by his or her primary care physician.

I understand that I am affirming under penalty of perjury to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement may include denial of the condominium conversion subdivision, fines, and/or imprisonment.

*Geoffrey Pierce*  
 Signature of Applicant

Geoffrey Pierce  
 Printed Name

9/5/17  
 Date

\_\_\_\_\_  
 Signature of Applicant

\_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Date

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

On 09-05-2017 before me, David Charles Freeman, Notary Public, personally appeared

Geoffrey Pierce, 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 he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/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 *David Charles Freeman* (seal)



**Form 13****Owner's Affidavit  
Eviction of Tenants**

Compliance with Section 1396.2(a) of the San Francisco Subdivision Code

Required for all owners of record

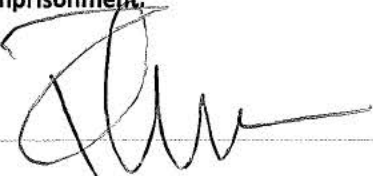
**Date:****Assessor's Parcel Number:** 0843-015**Property Address:** 668-678 Page Street, San Francisco, CA 94117

I, Peter M. Owens, Carolyn A. Radisch, Stephen L. Owens, herby certify under penalty of perjury that the following is true and  
*print name*

correct to the best of my knowledge:

Since May 1, 2005, two or more tenants occupying separate units have not been evicted under San Francisco Administrative Code Section 37.9(a)(8), 37.9(a)(10), 37.9(a)(11), or 37.9(a)(13), or if such evictions took place, each unit in the building was occupied by a separate owner of record on April 4, 2006.

I understand that I am affirming under penalty of perjury to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement may include denial of the condominium conversion subdivision, fines, and/or imprisonment.



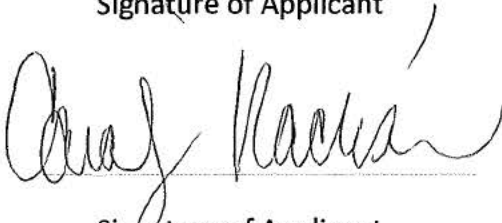
Signature of Applicant

Peter M. Owens

Printed Name

9/8/2017

Date



Signature of Applicant

Carolyn A. Radisch

Printed Name

9/8/2017

Date

Stephen L. Owens

Signature of Applicant

Printed Name

Date

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 NEW HAMPSHIRE

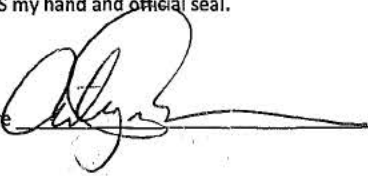
County of GRAFTON

On 9/8/17 before me, ANTHONY BENWARE, Notary Public, personally appeared

PETER M. OWENS & CAROLYN A. RADISCH, 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 he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/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 <sup>NEW HAMPSHIRE</sup> ~~California~~ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (seal)

Anthony Benware  
Notary Public, State of New Hampshire  
My Commission Expires January 14, 2020

**Form 13****Owner's Affidavit  
Eviction of Tenants**

Compliance with Section 1396.2(a) of the San Francisco Subdivision Code

Required for all owners of record

**Date:****Assessor's Parcel Number:** 0843-015**Property Address:** 668-678 Page Street, San Francisco, CA 94117

I, Peter M. Owens, Carolyn A. Radisch, Stephen L. Owens, herby certify under penalty of perjury that the following is true and  
*print name*

correct to the best of my knowledge:

Since May 1, 2005, two or more tenants occupying separate units have not been evicted under San Francisco Administrative Code Section 37.9(a)(8), 37.9(a)(10), 37.9(a)(11), or 37.9(a)(13), or if such evictions took place, each unit in the building was occupied by a separate owner of record on April 4, 2006.

I understand that I am affirming under penalty of perjury to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement may include denial of the condominium conversion subdivision, fines, and/or imprisonment.

Peter M. Owens

Signature of Applicant

Printed Name

Date

Carolyn A. Radisch

Signature of Applicant

Printed Name

Date

  
Signature of ApplicantStephen L. Owens

Printed Name

9/11/17  
Date

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

CT

County of

HartfordOn 9.11.17 before me, Kathleen C. Hanna, Notary Public, personally appeared

Stephen L. Owens, 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 he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/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

Kathleen C. Hanna (seal)Comm. Exp. 2-28-22

**Form 13****Owner's Affidavit  
Eviction of Tenants**

Compliance with Section 1396.2(a) of the San Francisco Subdivision Code

Required for all owners of record

**Date:****Assessor's Parcel Number:** 0843-015**Property Address:** 668-678 Page Street, San Francisco, CA 94117

I, Michel Bechirian and Niloo Tehranchi, herby certify under penalty of perjury that the following is true and  
*print name*

correct to the best of my knowledge:

Since May 1, 2005, two or more tenants occupying separate units have not been evicted under San Francisco Administrative Code Section 37.9(a)(8), 37.9(a)(10), 37.9(a)(11), or 37.9(a)(13), or if such evictions took place, each unit in the building was occupied by a separate owner of record on April 4, 2006.

I understand that I am affirming under penalty of perjury to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement may include denial of the condominium conversion subdivision, fines, and/or imprisonment.

M. Bechirian

Signature of Applicant

Michel Bechirian

Printed Name

9/13/17

Date

Niloo Tehranchi

Signature of Applicant

Niloo Tehranchi

Printed Name

9/13/17

Date

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 CALIFORNIACounty of SAN FRANCISCOOn SEPTEMBER 13<sup>th</sup>, 2017 before me, DANIEL MARCRUM, Notary Public, personally appeared

NILOO TEHRANCHI AND MICHEL BECHIRIAN, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) I have subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/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 [Signature] (seal)

**Form 13****Owner's Affidavit  
Eviction of Tenants**

Compliance with Section 1396.2(a) of the San Francisco Subdivision Code

Required for all owners of record

**Date:****Assessor's Parcel Number:** 0843-015**Property Address:** 668-678 Page Street, San Francisco, CA 94117

I, Alexander E. Apke and Anna M. Munoz, herby certify under penalty of perjury that the following is true and  
*print name*

correct to the best of my knowledge:

Since May 1, 2005, two or more tenants occupying separate units have not been evicted under San Francisco Administrative Code Section 37.9(a)(8), 37.9(a)(10), 37.9(a)(11), or 37.9(a)(13), or if such evictions took place, each unit in the building was occupied by a separate owner of record on April 4, 2005.

I understand that I am affirming under penalty of perjury to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement may include denial of the condominium conversion subdivision, fines, and/or imprisonment.

*[Signature]*  
 Signature of Applicant

Alexander E. Apke  
 Printed Name

9/9/2017  
 Date

*[Signature]*  
 Signature of Applicant

Anna M. Munoz  
 Printed Name

9/9/17  
 Date

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

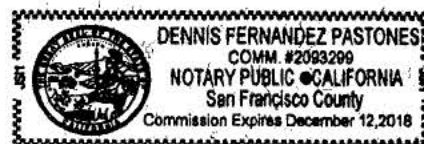
On Sept. 9, 2017 before me, Dennis Fernandez Pastones, Notary Public, personally appeared

Alexander Edward Apke & Anna Marie Munoz, 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 he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/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 *[Signature]* (seal)



**Form 13****Owner's Affidavit  
Eviction of Tenants**

Compliance with Section 1396.2(a) of the San Francisco Subdivision Code

Required for all owners of record

**Date:****Assessor's Parcel Number:** 0843-015**Property Address:** 668-678 Page Street, San Francisco, CA 94117

I, Spencer K. Jones, herby certify under penalty of perjury that the following is true and  
*print name*

correct to the best of my knowledge:

Since May 1, 2005, two or more tenants occupying separate units have not been evicted under San Francisco Administrative Code Section 37.9(a)(8), 37.9(a)(10), 37.9(a)(11), or 37.9(a)(13), or if such evictions took place, each unit in the building was occupied by a separate owner of record on April 4, 2006.

I understand that I am affirming under penalty of perjury to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement may include denial of the condominium conversion subdivision, fines, and/or imprisonment.

  
 Signature of Applicant

Spencer K. Jones  
 Printed Name

9/13/17  
 Date

\_\_\_\_\_  
 Signature of Applicant

\_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Date

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

Utah

County of

Salt Lake

On 9/13/2017 before me, Jessica Zimmer Sisson Notary Public, personally appeared

Spencer K. Jones, 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 he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

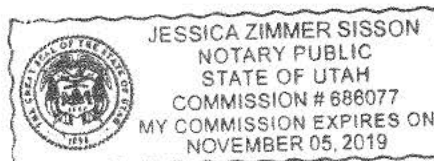
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(seal)



**Form 13****Owner's Affidavit  
Eviction of Tenants**

Compliance with Section 1396.2(a) of the San Francisco Subdivision Code

Required for all owners of record

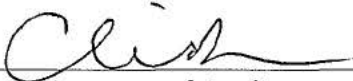
**Date:****Assessor's Parcel Number:** 0843-015**Property Address:** 668-678 Page Street, San Francisco, CA 94117

I, Christopher Beahn and Christine Han Beahn, herby certify under penalty of perjury that the following is true and  
*print name*

correct to the best of my knowledge:

Since May 1, 2005, two or more tenants occupying separate units have not been evicted under San Francisco Administrative Code Section 37.9(a)(8), 37.9(a)(10), 37.9(a)(11), or 37.9(a)(13), or if such evictions took place, each unit in the building was occupied by a separate owner of record on April 4, 2006.

I understand that I am affirming under penalty of perjury to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement may include denial of the condominium conversion subdivision, fines, and/or imprisonment.



Signature of Applicant

Christopher Beahn

Printed Name

9/16/17

Date



Signature of Applicant

Christine Han Beahn

Printed Name

16 Sept 2017

Date

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.

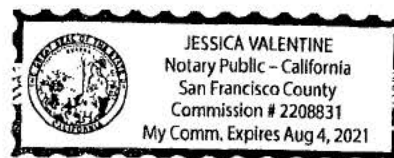
State of CaliforniaCounty of San Francisco**Jessica Valentine,**On September 16 2017 before me, **Notary Public**, Notary Public, personally appeared

Christopher Beahn & Christine Han Beahn, 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 he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/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)



**Form 13****Owner's Affidavit  
Eviction of Tenants**

Compliance with Section 1396.2(a) of the San Francisco Subdivision Code

Required for all owners of record

**Date:****Assessor's Parcel Number:** 0843-015**Property Address:** 668-678 Page Street, San Francisco, CA 94117

I, Geoffrey Pierce, hereby certify under penalty of perjury that the following is true and  
*print name*

correct to the best of my knowledge:

Since May 1, 2005, two or more tenants occupying separate units have not been evicted under San Francisco Administrative Code Section 37.9(a)(8), 37.9(a)(10), 37.9(a)(11), or 37.9(a)(13), or if such evictions took place, each unit in the building was occupied by a separate owner of record on April 4, 2006.

I understand that I am affirming under penalty of perjury to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement may include denial of the condominium conversion subdivision, fines, and/or imprisonment.

*Geoffrey Pierce*  
 Signature of Applicant

Geoffrey Pierce  
 Printed Name

9/5/17  
 Date

Signature of Applicant

Printed Name

Date

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 CaliforniaCounty of San FranciscoOn 09.05.2017 before me, David Charles Freeman, Notary Public, personally appeared

Geoffrey Pierce, 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 he/she/they executed the same in his/her/their authorized capacity(ies), and that by  
 his/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 *David Charles Freeman* (seal)



**COUNTY RECORDER, DO NOT RECORD THIS DOCUMENT. RECORDATION OF THIS DOCUMENT MAY  
CREATE ILLEGAL SUBDIVISION INTERESTS UNDER STATE OR LOCAL LAW.**

**FIRST RESTATED TENANCY IN COMMON AGREEMENT  
FOR**

**668-670-672-674-676-678 PAGE STREET**

**TABLE OF CONTENTS**

INTRODUCTION	4
ARTICLE 1--DEFINITIONS AND EXHIBIT LIST	4
"Appraised Value"	4
"Assessment"	4
"Association"	4
"Association Repair Costs" and "Individual Repair Costs"	4
"Common Area"	4
"Designated Party"	4
"Effective Date"	5
"Emergency"	5
"Exclusive Use Common Area"	5
"Governmental Regulations"	5
"Group"	5
"Lender"	5
"Notice"	5
"Occupant"	5
"Party"	5
"Promptly"	5
"Relative Value Percentage"	5
"Unit"	5
"Utilities"	5
"EXHIBIT A"	5
"EXHIBIT B"	5
"EXHIBIT C"	6
"EXHIBIT D"	6
"EXHIBIT E"	6
"EXHIBIT F"	6
"EXHIBIT G"	6
ARTICLE 2--ORGANIZATIONAL MATTERS	6
2.1 UNDIVIDED PERCENTAGE OWNERSHIP	6
2.2 COTENANCY SHARES AND COTENANTS	6
2.3 ORGANIZATIONAL STRUCTURE	7
2.4 OWNERSHIP, TITLE, AND ALLOCATIONS	7
ARTICLE 3-- SPACE ASSIGNMENTS AND USAGE/ALTERATION RESTRICTIONS	8
3.1 ASSIGNMENT OF UNITS AND EXCLUSIVE USE COMMON AREAS	8
3.2 EXCEPTIONS TO EXCLUSIVE USAGE RIGHTS	8
3.3 RENTALS AND OTHER NON-PARTY USAGE	8
A. Entitlement To Rent Assigned Areas	8
B. Selection of Rental Tenants	9
C. Written Agreement	9
D. Responsibility For Non-Party User's Behavior	9
E. Eviction	9
3.4 OCCUPANCY LIMITATIONS	10
3.5 NON-RESIDENTIAL USE	10
3.6 PARKING	10
3.7 NUISANCE	11
3.8 ANIMALS	11
3.9 GARBAGE DISPOSAL	11
3.10 STORAGE	11

© May 10, 2010 by D. Andrew Sirkin. This document and its contents have been licensed by the author for use in connection with one particular property only. Any reproduction or use of this document, its content, or its format in connection with any property other than 668-670-672-674-676-678 Page Street requires the written consent of the author.

3.11	WINDOW COVERINGS	12
3.12	SIGNS	12
3.13	ALTERATIONS OF THE PROPERTY	12
	A. Alterations Of Units	12
	B. Alterations Of Common Area	12
	C. Procedure For Alteration Approval	12
	D. Timing and Pace of Work	13
	E. Responsibility, Compliance and Inspection	13
	ARTICLE 4-- EXPENSE ALLOCATION AND PAYMENT	14
4.1	ASSOCIATION EXPENSE ALLOCATIONS	14
	A. Property Taxes	14
	B. Insurance Costs	15
	C. Repair Costs	15
	D. Utility Costs	15
	E. Condominium Conversion Costs	16
	G. Rental Expenses	16
	H. Other Expenses	16
	I. Method of Payment	16
	J. Offsets	16
4.2	OPERATING BUDGET AND REGULAR ASSESSMENTS	16
	A. Content of Operating Budget	16
	B. Computation and Allocation of Operating Expenses	16
	C. Computation and Allocation of Reserves	17
	D. Creation and Approval	17
	E. Regular Assessments	17
	F. Adjustments	17
4.3	SPECIAL ASSESSMENTS	18
4.4	REIMBURSEMENT ASSESSMENTS	18
4.5	OPERATING ACCOUNT	18
	A. Establishment	18
	B. Mandatory Disbursements	19
	C. Discretionary Disbursements	19
	D. Withdrawals From Operating Account	19
4.6	DEFAULT FUND	19
	A. Purpose	19
	B. Default Fund Account	19
	C. Amount and Timing of Deposits	19
	D. Withdrawals From Default Fund	19
	ARTICLE 5-- REPAIRS AND INSURANCE	20
5.1	INDIVIDUAL MAINTENANCE AND REPAIR	20
	A. Assigned Unit	20
	B. Exclusive Use Common Area	20
	C. Failure To Maintain	20
	D. Building Permits and Approvals	20
	E. Timing of Work Completion	20
5.2	ASSOCIATION MAINTENANCE AND REPAIR	20
	A. Common Areas	20
	B. Exclusive Use Common Area	20
5.3	CONSEQUENTIAL DAMAGE AND LOSS	20
	A. <del>Damage Due To Conduct</del>	20
	B. Damage Due To Malfunction	21
5.4	INSURANCE COVERAGE	22
	A. Liability Insurance	22
	B. Casualty Insurance	22
	C. Inability To Obtain Insurance	23
	D. Claims Against Association Insurance	23
	E. Casualty Insurance Proceeds	23
	ARTICLE 6-- DECISIONMAKING AND MANAGEMENT	23
6.1	VOTING	23

	A. Meetings and Agenda	23
	B. Voting Power and Abstention	24
	C. Vote Required For Association Action	24
	D. Deadlock	25
	E. Proxies	25
	F. Suspension of Voting Rights	25
6.2	MANAGER	25
	A. Association Maintenance, Repair, Replacement and Improvement	25
	B. Cleaning	26
	C. Keys	26
	D. Accounting	26
	E. Assessments and Expenditures	26
	F. Certifications, Resales and Refinancing	26
	G. Other Duties	27
6.3	NO REQUIREMENT TO ACT AGAINST INTEREST	27
6.4	REFUSAL/INABILITY TO SERVE AS MANAGER	27
6.5	NO COMPENSATION FOR SERVICES	27
ARTICLE 7--	CONDOMINIUM CONVERSION	27
7.1	CONVERSION PROCESS	27
7.2	CONVERSION OCCUPANCY REQUIREMENTS	28
7.3	CONDOMINIUM DISTRIBUTION	28
7.4	CONDOMINIUM GOVERNING DOCUMENTS	28
ARTICLE 8--	SALES AND OTHER TRANSFERS	28
8.1	GENERAL TRANSFER RESTRICTION	28
8.2	TRANSFER NOTIFICATION AND SIGNATURE REQUIREMENT	28
8.3	TRANSFeree AND SUCCESSOR OBLIGATION	29
8.4	MARRIAGE OR REMARRIAGE OF PARTY	29
ARTICLE 9--	FINANCING	30
9.1	GENERAL PROHIBITION AGAINST LIENS	30
9.2	MECHANICS LIENS	30
9.3	ENCUMBRANCES AND MORTGAGE PROTECTION	30
ARTICLE 10--	DEFAULT	36
10.1	ACTIONABLE VIOLATION	36
	A. Definition of Actionable Violation	36
	B. Consequences of Actionable Violation	36
	C. Notice of Actionable Violation	37
	D. Stay of Actionable Violation	37
	E. Cure of Actionable Violation	37
10.2	DEFAULT	38
	A. Definition of Default	38
	B. Remedies for Default	38
	C. No Stay or Cure of Default	38
	D. Loss of Usage Rights on Default	38
10.3	FORCED SALE FOLLOWING DEFAULT	38
10.4	FORECLOSURE	42
10.5	EVICTON	42
10.6	WAIVER OF STATUTORY PRIORITY	43
ARTICLE 11--	GENERAL PROVISIONS	43
11.1	APPRAISED VALUE	43
11.2	NOTICES	43
	A. Notice to Association	43
	B. Notice to Cotenant	43
	C. Notice to Party	44
	D. Effective Date of Notice	44
11.3	EFFECTIVE DATE OF AGREEMENT	44
11.4	TERMINATION OF AGREEMENT	44
11.5	VACANCY UPON FORCED SALE	44
11.6	INDEMNITY	44

11.7	AMENDMENTS	44
11.8	CONFLICTING VERSIONS OF AGREEMENT	44
11.9	MEMORANDUM OF AGREEMENT	44
11.10	DISPUTE RESOLUTION	45
	A. Applicability of ADR Provisions	45
	B. Meet and Confer	45
	C. Arbitration	45
11.11	CATASTROPHIC DAMAGE	46
11.12	PARTITION	46
11.13	DISTRIBUTIONS	46
11.14	OTHER GENERAL PROVISIONS	46
11.15	ATTORNEY FEES	47
11.16	ATTORNEY DISCLOSURES	47

## INTRODUCTION

This First Restated Tenancy in Common Agreement is entered into on its Effective Date by and among the "Cotenants" listed in Exhibit A to this Agreement. The Parties are owners of real property commonly known as 668-670-672-674-676-678 PAGE STREET, SAN FRANCISCO, CALIFORNIA (hereinafter "the Property"), and have entered into a co-ownership agreement dated June 4, 2003 entitled "TENANCY IN COMMON AGREEMENT FOR 668-670-672-674-676-678 PAGE STREET" as amended (collectively, the "Original Agreement"), which Original Agreement has been acknowledged by all Cotenants as binding as of the Effective Date of this First Restated Agreement. The Cotenants now wish, with this First Restated Agreement, to replace and supersede the Original Agreement and all previous amendments and supplements to the Original Agreement, except for (i) the "EXHIBIT 'C' TO TENANCY IN COMMON AGREEMENT FOR 668-670-672-674-676-678 PAGE STREET" which is attached to this Agreement as Exhibit C and remains in full force and effect, and (ii) the "FOURTH AMENDMENT TENANCY IN COMMON AGREEMENT FOR 668-670-672-674-676-678 PAGE STREET" which is attached to this Agreement as Exhibit G, and remains in full force and effect. The Parties wish to allocate all costs, obligations, benefits and rights associated with ownership of the Property as provided in this Agreement. The Parties also intend that this Agreement protect the interests of each Lender, and recognize that Lenders will be relying on this protection when they decide whether or not to make loans secured by the Property.

## ARTICLE 1—DEFINITIONS AND EXHIBIT LIST

The following initially capitalized nouns have the meanings set forth below whenever used in the Agreement:

**"Appraised Value"** means the value as determined under Section 11.1.

**"Assessment"** means the proportionate costs of operating, maintaining and managing the Property assessed against each Cotenant. There are three types of assessments: Regular Assessments, Special Assessments and Reimbursement Assessments. The characteristics of each are described in Article 4. All such Assessments shall be collectively referred to as "Assessments."

**"Association"** means the group of Cotenants described in this Agreement.

**"Association Repair Costs" and "Individual Repair Costs"** are defined in Article 5.

**"Common Area"** means the entire Property except for the Units.

**"Designated Party"** is defined in Section 2.2.

**"Effective Date"** means the date determined under Sections 11.2 and 11.3.

**"Emergency"** shall be defined as a condition within the Property that (i) immediately endangers the integrity of Property, or the safety or health of the Occupants, guests or public, or (ii) is the subject of a condemnation or enforcement action by a governmental agency.

**"Exclusive Use Common Area"** consists of those portions of Common Area reserved for the exclusive use of a particular Cotenant in this Agreement, and any other building component designed to serve only one Unit but located outside the interior boundaries of that Unit.

**"Governmental Regulations"** means all applicable laws, ordinances, resolutions, procedures, orders, standards, conditions, approvals, rules, regulations and the like of any governmental entity with jurisdiction over the Property.

**"Group"** means a group of Parties who together constitute one (1) Cotenant and who together hold one (1) Cotenancy Share.

**"Lender"** is defined in Section 9.3.

**"Notice"** means a writing prepared and transmitted in accordance with Section 11.2.

**"Occupant"** means a person who sleeps in a Unit during more than fourteen (14) days within any thirty (30)-day period.

**"Party"** means an owner of any interest in the Property during the term of this Agreement, and any current or future signatory to this Agreement.

**"Promptly"** means within three (3) calendar days of the event triggering the requirement to act.

**"Relative Value Percentage"** of a Cotenancy Share shall be determined as follows: the Association shall obtain an Appraised Value of each Cotenant's assigned Unit and Exclusive Use Common Area, and the Appraised Values of each Unit and Exclusive Use Common Area shall be divided by the total of all the Appraised Values to determine the Relative Value Percentages.

**"Unit"** consists of the area bounded by the interior unfinished surfaces of its perimeter walls, bearing walls, floors, fireplaces, ceilings, windows and interior portions of window frames and trim, doors (including windows in doors) and interior portions of door frames and trim, and includes both the portions of the building so described and the airspace so encompassed. A Unit includes (i) the paint on all interior surfaces located or exposed within the Unit, (ii) window sashes or other elements that directly contact the glass portion of the window, (iii) door and window hardware and all mechanical elements of doors and windows, and (iv) portions of the plumbing, heating, and electrical systems serving only the Unit. A Unit does not include any ~~portion of the frames of windows or exterior doors which is not exposed within a unit interior, or any structural component of walls, ceilings, and floors.~~

**"Utilities"** means gas, oil, electric, water, sewer, scavenger, and other similar services to the Property.

**"EXHIBIT A"** is the chart showing the Cotenant names, space assignments, purchase prices and percentages.

**"EXHIBIT B"** is the drawing of the Property showing where the assigned spaces are located.

**"EXHIBIT C"** is the **"EXHIBIT C TO THE TENANCY IN COMMON AGREEMENT FOR 668-670-672-674-676-678 PAGE STREET"**, which had been an Exhibit to the Original Agreement, and remains in full force and effect.

**"EXHIBIT D"** is the Annual Certificate of Validity form, which the Manager is required to complete each year to reaffirm the validity of this Agreement and identify any modifications or amendments that have been made.

**"EXHIBIT E"** is the Assumption and Release of Obligations form, which must be completed in connection with each resale or other transfer of a Cotenancy Share.

**"EXHIBIT F"** is the Refinance Certificate form, which must be completed in connection with each refinance of a Cotenancy Share.

**"EXHIBIT G"** is the **FOURTH AMENDMENT TENANCY IN COMMON AGREEMENT FOR 668-670-672-674-676-678 PAGE STREET** which remains in force.

## **ARTICLE 2--ORGANIZATIONAL MATTERS**

**2.1 UNDIVIDED PERCENTAGE OWNERSHIP.** The Parties recognize that none of them will individually own any particular portion of the Property, or obtain a deeded right to exclusive occupancy of any particular portion of the Property. Instead, each of them will own an undivided percentage interest in the entire property, and entities who are not Parties may hold any of them responsible for any or all of the obligations and liabilities associated with ownership of the Property.

### **2.2 COTENANCY SHARES AND COTENANTS.**

**A.** The Parties wish to allocate ownership and control of the Association in discrete shares to be referred to in this Agreement as "Cotenancy Shares". A Cotenancy Share may be owned by an individual or a Group. If a Group owns a Cotenancy Share, the following provisions shall apply:

- (1)** The Group, collectively, shall be referred to as one (1) Cotenant;
- (2)** Each person within the Group shall be jointly and severally liable for all obligations and responsibilities associated with the Cotenancy Share;
- (3)** All rights associated with the Cotenancy Share shall be deemed jointly held by the persons within the Group and, absent a written agreement or provision of law to the contrary, all such persons shall be deemed to have equal control of such rights; and
- (4)** Any act or omission by one (1) of the persons within the Group shall be deemed the act or omission of the Cotenant.

**B.** At all times, each Cotenant shall have exactly one (1) Party who is a natural person acting as the Designated Party for his/her Cotenancy Share. The initial Designated Party for each Cotenancy Share shall be specified by the Cotenant at the time he/she first acquires the Cotenancy Share. Thereafter, the identity of the Designated Party may be changed (i) for a period of thirty (30) days following a transfer of any part of the Cotenancy Share, and (ii) on one (1) occasion during each calendar year.

- C. Any Group must (i) within ten (10) days of a Notice from the Manager or any Cotenant so requesting, disclose to all Cotenants the full legal names of each person or entity with any ownership interest in the Group or entity, (ii) provide Notice to each Cotenant within ten (10) days of the date on which there is an addition, subtraction or other change to the list of full legal names of each person or entity with any interest in the Group or entity, and (iii) upon the request of any Party, obtain the signature of any such person or entity on a document guaranteeing the obligations of such Group or entity under the terms of this Agreement.
- D. No Party shall transfer an ownership interest in the Property that does not include all costs, obligations, benefits and rights associated with an entire Cotenancy Share. Any transfer in violation of this Section is void.

### 2.3 ORGANIZATIONAL STRUCTURE.

- A. The Association is intended to be an unincorporated association under the laws of the State of California. The Association shall not hold title to the Property or to any other real or personal property; rather, title to the Property and to all personal property associated with it, shall be held by one or more of the Parties, subject to the provisions of this Agreement. The Association shall be empowered to obtain a Federal and state tax identification number, open deposit accounts, contract for goods and services as authorized by this Agreement, and perform such other functions on behalf of the Parties as are reasonably necessary to operate the Property and accomplish the purposes of this Agreement, in instances where doing so in the name of all of the Parties would be impossible, impractical or inefficient.
- B. This Agreement is intended to describe terms and conditions upon which each Party shall hold undivided interests in the Property. This Agreement is not intended to create a partnership, joint venture or subdivision. No Party is authorized to act as agent for or on behalf of any other Party, to do any act which would be binding on any other Party, or to incur any expenditures with respect to the Property except as specifically provided in this Agreement. Since the Parties do not intend to create a partnership, pursuant to § 761 of the Internal Revenue Code of 1986, as amended, they elect out of sub-chapter K of chapter 1 of that Code and agree to report their respective shares of income, deductions and credits in a manner consistent with the exclusion from sub-chapter K.
- C. Neither this Agreement nor the manner in which the Property is marketed or sold is intended to create a condominium project, stock cooperative, community apartment project, or planned development. This Agreement is not intended to be recorded in any public record. No deed conveyed to a Party to this Agreement shall refer to any Unit or other portion of the Property, nor shall any of the occupancy arrangements described in this Agreement be described or referred to in any deed or other recorded document. From time to time this Agreement may refer to, incorporate, or paraphrase certain provisions and procedures of California law governing the operation of residential subdivisions, but this practice is not intended to imply that the Property is subject to such law.

### 2.4 OWNERSHIP, TITLE, AND ALLOCATIONS.

- A. The Parties wish to allocate all costs, obligations, benefits and rights associated with ownership of the Property as provided in this Agreement. They intend that these allocations supersede any presumptions regarding such matters which might otherwise arise as a result of (i) the price paid by a Party for his/her interest in the Property, (ii) the manner in which title to the Property is held, (iii) the acts or omissions of the Parties in relation to the Property, or (iv) the provisions of any other document signed by the Parties. Each Party recognizes and acknowledges that, as a result of assigned Unit improvements, market fluctuations and other

factors, the allocations described in this Agreement will not necessarily reflect the relationship between the value of a Cotenancy Share and the value of the entire Property.

- B.** Without limiting the generality of the preceding paragraph, it is expressly provided, and acknowledged by all Parties on behalf of themselves and successors in interest, that the manner and percentages in which title is held do not determine or affect the allocation of (i) usage rights to Units or to Common Area, (ii) obligations to pay any expense (including property tax, insurance, and repairs), (iii) proceeds from sale of the entire Property, or (iv) proceeds from any additional or replacement financing secured by the Property.

### **ARTICLE 3—SPACE ASSIGNMENTS AND USAGE/ALTERATION RESTRICTIONS**

**3.1 ASSIGNMENT OF UNITS AND EXCLUSIVE USE COMMON AREAS.** The Parties intend to assign Units and Exclusive Use Common Area to particular Cotenants as shown on Exhibit A. The location of the Units and Exclusive Use Common Areas is shown on Exhibit B. Each Cotenant agrees not to claim a right of occupancy to, or a right to income derived from, another Cotenant's assigned Unit or Exclusive Use Common Area provided all of the latter Cotenant's obligations to the Association and to the other Cotenant have been satisfied.

**3.2 EXCEPTIONS TO EXCLUSIVE USAGE RIGHTS.** All exclusive usage rights assigned by this Agreement are subject to the following: (i) the right, reserved on behalf of all Occupants, to pass through all assigned areas for escape in an Emergency; (ii) the right, reserved by the Association, to enter all assigned areas for the purposes of performing its duties under this Agreement; (iii) the right, reserved by all Cotenants, to enter all assigned areas where necessary for the purposes of maintaining, repairing or replacing any element for which he/she is responsible under this Agreement; and (iv) the right, reserved by the Association and all Cotenants, for the continued placement of any Utility in same approximate position where it exists as of the Effective Date.

Whenever the Association or a Cotenant temporarily enters an assigned area based upon rights described in this Section, the entry shall be made with as little inconvenience as possible to the Occupants, following seventy-two (72) hours prior Notice; however, no Notice is required for entry in the case of an Emergency.

### **3.3 RENTALS AND OTHER NON-PARTY USAGE.**

#### **A. Entitlement To Rent Assigned Areas.**

- (1) Subject to the restrictions and requirements of this Agreement and applicable law, each Cotenant is permitted to rent out any area of the Property assigned to him/her under this Agreement, and to keep any income generated from such rental. Notwithstanding the preceding sentence, however, no parking or storage rights may only be rented to, and used by, individuals who are Parties or Occupants
- (2) Notwithstanding the preceding Subsection, if tenants have been evicted from the Property pursuant to San Francisco Administrative Code Sections 37.9(a) (8) ("Owner Move-In Eviction") or 37.9(a)(13) (the "Ellis Act Eviction"), either before or after the Effective Date, all Cotenants must investigate and comply with any resulting restrictions, and individually bear any costs or losses resulting from the existence of such restrictions. Each Cotenant shall indemnify and hold harmless each other Cotenant (and each Party comprising such Cotenant) from any liabilities and costs (including reasonable attorney fees) resulting from such Cotenant's failure to comply with such restrictions.

**B. Selection of Rental Tenants.**

(1) **Roommates and Cohabitation.** The rental tenant selection requirements of Subsection (2) shall not apply to instances where a Party is changing the identity or number of Occupants residing with him/her in his/her assigned Unit, provided that a Party continues to be an Occupant of the Unit. However, at least seven (7) days prior to the date on which there will no longer be an Occupant who is a Party, the Cotenant in the Unit must comply with the tenant selection requirements with regard to each non-Party, and each non-Party who is disapproved as a rental tenant shall be required to vacate on the same date that the last Party Occupant vacates.

(2) **Rejection of Prospective Tenant.** At least seven (7) calendar days before entering into any arrangement (oral or written) under which a Cotenant (the "Proposing Cotenant") will allow one or more other individuals (each a "Prospective Tenant") to use any area of the Property assigned to him/her, regardless of whether the Prospective Tenant will pay any rent for such usage, the Proposing Cotenant shall provide a Notice to each of the other Cotenants together with a standard form rental application completed by each Prospective Tenant. Each Party shall be entitled to contact each Prospective Tenant to arrange a personal or telephone interview. Each Cotenant shall have forty eight (48) hours from receipt of the Notice to provide Notice of his/her disapproval of the Prospective Tenant to the Proposing Cotenant. This time period is intentionally short to minimize the likelihood that the Prospective Tenant will locate an alternative property before the process is completed. Consequently, unless otherwise agreed by the Proposing Cotenant, the inability of a Party to arrange an interview shall not cause this time period to be extended. To be considered valid, the Notice of disapproval must (i) be delivered within the required time frame, and (ii) state a reasonable basis not prohibited by law for disapproval of a specific Prospective Tenant. The fact that a Party does not want a portion of the Property to be rented is not a valid basis for disapproval. A Prospective Tenant shall be deemed approved unless the Proposing Cotenant proposing it receives valid Notices of disapproval from a majority of Cotenants.

**C. Written Agreement.** Before beginning a pattern of repeated usage of any portion of the Property, each non-Party (including those who will use or share a space with a Party who is an Occupant) must sign a written agreement describing the terms of usage and incorporating all of the usage and alteration restrictions in this Agreement. The Cotenant assigned the area to be used or shared by such non-Party shall provide a copy of such written agreement to each Cotenant before the date the non-Party begins a pattern of repeated usage.

**D. Responsibility For Non-Party User's Behavior.** When a Cotenant allows a non-Party to use a Unit or Exclusive Use Common Area assigned to him/her, such Cotenant (the "Responsible Cotenant") becomes responsible for violations of this Agreement by the non-Party and any invitee of the non-Party. The consequence of such responsibility is that if the non-Party or invitee violates this Agreement, the Responsible Cotenant is deemed to have committed an Actionable Violation that is subject to the same procedures and consequences as an Actionable Violation committed by a Party. No one other than the Responsible Cotenant (including another Cotenant or the Occupant of another Cotenant's assigned Unit) shall be required to seek compliance by, attempt to work things out with, or otherwise interact with, the violating non-Party or invitee.

**E. Eviction Restrictions.** Under the circumstances described in Subsection 9.3D, certain Parties who acquire a Cotenancy Share following a foreclosure, are expressly authorized to invoke San Francisco Administrative Code Sections 37.9(a)(8) ("Owner Move-In") or 37.9(a)(13) ("Ellis Act") at his/her/its sole expense for the purpose of evicting rental tenants from the Property without the approval of any other Party. All Parties agree to cooperate in good faith

in such eviction(s), and as applicable, with such cooperation to include them expressing a genuine intention to withdraw the Property from rental use and executing any related documents, and further agree that any action undertaken to prevent or hinder the eviction process shall be an Actionable Violation. All Cotenants acknowledge that an eviction under Section 37.9(a)(13) will need to include all renters then living in the Property, and could result in significant other burdens and restrictions. Except as provided in this paragraph, no Cotenant is permitted to undertake an eviction pursuant to San Francisco Administrative Code Sections 37.9(a)(8) or 37.9(a)(13), ("Ellis Act") without the advance written approval of all Cotenants. Any Party who evicts a tenant from a Unit must comply with all aspects of applicable Governmental Regulations. Any Party who violates this provision of the Agreement shall indemnify and hold harmless all other Parties from any resulting damages including attorney's fees.

**3.4 OCCUPANCY LIMITATIONS.** The maximum number of adult Occupants permitted in a Unit shall be twice the number of legal bedrooms.

**3.5 NON-RESIDENTIAL USE.** The Property shall be solely for residential use except that an Occupant may engage in a professional or administrative occupation within the Property if (i) there is no external evidence of business activity, (ii) it conforms to all applicable Governmental Regulations, and (iii) it is merely incidental to the use of the Unit as a residence.

**3.6 PARKING.**

- A.** As shown on Exhibit B, there are two (2) tandem parking areas within the garage, to be described as "Tandem Parking Area A" and "Tandem Parking Area B". Cotenants Three and Five shall each be permitted to park up to one (1) four-wheel motor vehicle in Tandem Parking Area A provided (i) the vehicle occupies no more than one half (1/2) the length of such Tandem Parking Area, (ii) he/she parks such vehicle in the forward-most available space, (iii) he/she provides a key to such vehicle to the other Cotenant prior to parking, and (iv) by providing such key, he/she authorizes such other Cotenant to move the vehicle for the purpose of egress from the parking area. Similarly, Cotenants Four and Six shall each be permitted to park up to one (1) four-wheel motor vehicle in Tandem Parking Area B provided (i) the vehicle occupies no more than one half (1/2) the length of such Tandem Parking Area, (ii) he/she parks such vehicle in the forward-most available space, (iii) he/she provides a key to such vehicle to the other Cotenant prior to parking, and (iv) by providing such key, he/she authorizes such other Cotenant to move the vehicle for the purpose of egress from the parking area.
- B.** Each Cotenant with parking rights under the preceding Subsection must park such that his/her vehicle is contained entirely within the boundaries of his/her assigned parking area. No Cotenant without parking rights shall park a motor vehicle anywhere on the Property. Strict compliance with these provisions shall be required at all times; "temporary" or "very short term" violations shall be deemed no different from long-term parking or storage. Each Cotenant shall be responsible for violations of this provision by each Party comprising such Cotenant, each Occupant of such Cotenant's assigned Unit, and each invitee of and such Party or Occupant. Any motor vehicle not entirely in compliance shall be deemed "Improperly Parked", and may be removed from the Property and towed to a storage facility without prior Notice or hearing of any kind. The cost of towing and storage shall be levied by the Association against the responsible Cotenant as a Reimbursement Assessment. Neither the Association, nor any Cotenant, nor anyone acting on behalf of the Association or any Cotenant, shall have any liability as a result of exercising the rights provided under this Section. The fact that a motor vehicle or bicycle has been allowed to be Improperly Parked previously shall not diminish or otherwise affect the application of the provisions of this Section, or impose additional duties or responsibilities on the Association or on any Cotenant with regard to the removal of such item.

- C. Major repair of a motor vehicle is not permitted anywhere on the Property. Each Cotenant shall keep his/her designated parking space(s) (if any) neat and clean and shall remove any oil, grease or other waste.
- D. Each Cotenant shall indemnify, defend and hold harmless the Association and all Cotenants against any and all loss, cost or liability including attorney fees, arising out of claims related to ownership, maintenance or use of motor vehicles on the Property by each Party comprising such Cotenant, each Occupant of such Cotenant's assigned Unit, and each invitee of and such Party or Occupant.

### 3.7 NUISANCE.

- A. No person shall use any part of the Property in a way that unreasonably interferes with the quiet enjoyment of an Occupant, or which is noxious, illegal, seriously annoying or offensive to a person of reasonable and normal sensitivity. There shall be no exterior fires except in barbecue receptacles designed for that purpose. No activity may be carried on that adversely affects insurance coverage or rates on the Property. No Cotenant shall do or permit anything to be done which is in violation of a Governmental Regulation or which will or may decrease the attractiveness, desirability or value of the Property.
- B. Without limiting the generality of the preceding Subsection, all Occupants specifically agree to use reasonable efforts to minimize noise and disruption to other Occupants. Loud noise is prohibited (i) from 10:30 P.M. each day Sunday through Thursday until 8:00 A.M. each day Monday through Friday, and (ii) from 12:00 A.M. until 10:00 A.M. each day Saturday and Sunday. Loud noise is defined as anything that is disturbing to Occupants including but not limited to washer/dryers, kitchen appliances, stereos, televisions, excessive footfalls, and musical instruments, but shall not include noise generated by children under the age of eight (8).
- C. Within ninety (90) calendar days of a Notice from another Cotenant, each Cotenant shall cause each hallway and room of his/her assigned Unit, including kitchens and bathrooms, located above or below a room other than the kitchen or bathroom of such other Cotenant's assigned Unit, to be seventy five percent (75%) carpeted over padding. The provisions of this Subsection apply regardless of whether neither, either, or both such Units are owner-occupied.

**3.8 ANIMALS.** No animals except domestic dogs and cats, fish, and birds, rodents and reptiles inside cages may be kept in a Unit. The Occupants of a particular Unit may collectively keep not more than two (2) non-caged four-legged pets. Permitted animals shall not be kept, bred, or raised for commercial purposes. All Occupants who keep pets on the Property (i) shall keep such pet under reasonable control at all times, (ii) shall keep any dog on a hand-held leash when outside a Unit, (iii) shall immediately clean up after such pet, (iv) shall be liable for any damage to persons or property proximately caused by such pet, and (v) shall indemnify and hold harmless the Association and all Parties against any and all loss, cost or liability, including attorneys fees, arising out of claims related to such pet.

**3.9 GARBAGE DISPOSAL.** Unless other arrangements are approved by the Association and made with a scavenger service, each Occupant is responsible for the timely placement of his/her trash and recycling at the curb for pickup and for retrieving associated receptacles within twelve (12) hours after pickup. Equipment for the storage or disposal of trash and recycling shall be kept in a clean and sanitary condition and shall be kept only on the portion of the Common Area approved for this purpose by the Association.

**3.10 STORAGE.** Each Cotenant shall be entitled to share usage of portion of the garage located below his/her assigned Unit provided (i) he/she does not store items in a manner that interferes with the

parking rights assigned under Section 3.6, (ii) he/she does not consume more than one third (1/3<sup>rd</sup>) of the usable storage located in such area, and (iii) he/she stores only non-hazardous material organized in a manner which does not create a fire hazard or impair the value or desirability of the Property. Except as provided in the preceding sentence, no one may store any item in Exclusive Use Common Area, or in Common Area, without Association approval. Any item stored in such Common Area without such explicit, written, prior approval, or stored by a Cotenant in Exclusive Use Common Area which is not assigned to him/her, may be removed from such space without prior notice or hearing of any kind, and disposed off, and the reasonable cost of such removal and disposal shall be levied by the Association against the Cotenant who stored such items as a Reimbursement Assessment. Neither the Association, nor any Cotenant, nor anyone acting on behalf of the Association or any Cotenant, shall have any liability as a result of exercising the rights provided under this Section. The fact that items have been allowed to be improperly stored in a particular location for an extended period shall not diminish or otherwise affect the application of the provisions of this Section, or impose additional duties or responsibilities on the Association or on any Cotenant with regard to the removal of such items.

**3.11 WINDOW COVERINGS.** Unless otherwise approved by the Association, all window coverings visible from the street or Common Area shall be of a material and type commonly used for window coverings.

**3.12 SIGNS.** Notwithstanding anything to the contrary in this Agreement, except as specifically provided in this Section, no one may place any sign, banner or similar item on any part of the Property (including within a Unit) in a manner that would allow it to be seen from the exterior. The following signs are permitted on or from portions of the Property designated by the Association: (i) non-commercial signs, posters, flags or banners which the Association is required by law to permit, and (ii) "For Sale" or "For Rent" signs that do not exceed nine (9) square feet in size.

**3.13 ALTERATIONS OF THE PROPERTY.**

- A. Alterations Of Units.** A Cotenant may make alterations within the interior boundaries of his/her assigned Unit that do not alter the exterior appearance of the Property, or impair the structural integrity, mechanical systems, value or desirability of the Property, without approval of the Association or of any other Cotenant. All other alterations require Association approval.
- B. Alterations Of Common Area.** No one may alter Common Area, or Exclusive Use Common Area, without prior, explicit Association approval.
- C. Procedure For Alteration Approval.**

- (1)** Cotenants wishing to make alterations requiring Association approval, (the "Applicant Cotenant") shall call a Special Cotenant Meeting in accordance with the Notice and agenda requirements of this Agreement. The meeting Notice shall include a description of the proposed alteration, including, as appropriate, its shape, height, width, elevation, materials, color, location and such further information as may be necessary to allow the Cotenants to evaluate it fully. Upon the reasonable request of any Cotenant made at the meeting, the Applicant Cotenant shall provide (i) a set of construction drawings prepared by an architect and/or engineer licensed by the State of California, and/or (ii) a certificate by an architect or engineer licensed by the State of California stating that the alteration will not impair structural integrity or mechanical systems of the Property. When such a request is made by a Cotenant, the Applicant Cotenant shall be given Notice. The Applicant Cotenant shall then call another Special Cotenant Meeting in accordance with the Notice and agenda requirements of this Agreement when he/she can comply with the request, including the newly requested information in the meeting Notice.

- (2) Decisions shall be made at the first Cotenant Meeting at which all requested information has been provided, except that, upon the request of any Cotenant, such meeting may be continued for up to thirty (30) days for further investigation and consideration, in which case the decision shall be made by the conclusion of the continued meeting. The Manager shall provide Notice to the Applicant Cotenant of the Association decision. If the Manager fails to provide Notice to the Applicant Cotenant of its decision within ten (10) days following the Cotenant Meeting at which the decision was required, the application shall be deemed approved. If a proposed change is disapproved, the written decision shall include an explanation of why the proposed change is disapproved.
- (3) Decisions regarding alteration approvals shall be made by Cotenant vote. Alterations shall require majority approval unless they fall within one of the categories of decisions requiring unanimous approval under this Agreement. The Association decision must be made in good faith and may not be unreasonable, arbitrary, or capricious. The Association shall approve an alteration only if it makes an affirmative finding that the alteration (i) will not impair the structural integrity or mechanical systems of the Property, (ii) will not detract from the appearance, harmony, attractiveness and enjoyment of the Property, and (iii) will not impose an unreasonable maintenance burden on the Association. The approval or disapproval of an alteration shall not be deemed a waiver of the Association's subsequent right to approve or disapprove a similar alteration or any other matter.

**D. Timing and Pace of Work.**

- (1) Upon approval of an alteration, the Applicant Cotenant shall diligently proceed with the commencement of all work so approved. Work must be commenced within one (1) year from the date of the approval. If the Applicant Cotenant fails to comply with the provisions of this Subsection, the approval given shall be deemed revoked unless the Association extends the time for commencement. Any request for an extension shall be in writing. The Association shall not grant the extension if it finds that there has been a change in the circumstances under which the original approval was granted.
- (2) All alteration work, including work for which approval was not required, must be diligently and consistently pursued through completion, and must be completed within a reasonable time.

**E. Responsibility, Compliance and Inspection.**

- (1) Regardless of whether Association approval is required or obtained, in cases where a building permit is required by Governmental Regulations, unless otherwise specifically authorized by the Association, a Cotenant undertaking an alteration shall (i) obtain all required permits and approvals, (ii) provide Notice with a copy of such permits and approvals to each other Cotenant at least ten (10) calendar days before commencing work, and (iii) obtain final governmental inspection and sign-off.
- (2) Each Cotenant shall be responsible for violations of this Section by each Party comprising such Cotenant, each Occupant of such Cotenant's assigned Unit, and each invitee of any such Party or Occupant.
- (3) Any Cotenant, following reasonable Notice, may inspect any work performed on the Property to ensure it is done in accordance with this Article, regardless of whether

approval was required or obtained. If, as a result of an inspection, a Cotenant finds a violation of this Article, he/she may provide Notice to the violating Cotenant of the violation. The Notice shall specify the particulars of non-compliance and shall require the Cotenant to remedy it. If the Cotenant fails to remedy the non-compliance in accordance with the provisions of the Notice, then, after the expiration of thirty (30) days from the date of the Notice, the Cotenant who discovered the alleged non-compliance shall call a Special Cotenant Meeting in accordance with the Notice and agenda requirements of this Agreement to consider the Cotenant's continuing non-compliance. At the meeting, if a majority of all Cotenants finds that there is no valid reason for the continuing non-compliance, the Association shall require the violating Cotenant to remedy it within a period of not more than forty-five (45) days from the date of the ruling. At any time within such period, the Association, upon vote of a majority of all Cotenants, may choose not to wait for the violating Cotenant to act, and instead may act on its own to remedy the non-compliance, and recover any associated expense through the Actionable Violation procedure described in this Agreement.

#### ARTICLE 4--EXPENSE ALLOCATION AND PAYMENT

##### 4.1 ASSOCIATION EXPENSE ALLOCATIONS.

A. **Property Taxes.** Taxes and assessments imposed on the Property by any governmental authority, ("Property Taxes"), including those elements that are not assessed based on property value, shall be allocated according to "Property Tax Percentage". Property Tax Percentage shall be determined by dividing each Cotenancy Share's "Individual Property Tax Basis" by the "Total Property Tax Basis".

(1) A Cotenant's Individual Property Tax Basis shall be the purchase price he/she paid for his/her Cotenancy Share, as adjusted by any of the following as they may apply:

(a) **Annual Increases:** Individual Property Tax Basis shall be adjusted annually to reflect increases levied by the county assessor for cost of living and inflation. Such adjustments shall be applied retroactively to the effective date of the county reassessment.

(b) **Cotenant Improvements:** Where work on an assigned Unit or Exclusive Use Common Area has triggered a reassessment of the Property, the Individual Property Tax Basis for the Cotenancy Share assigned usage of such area shall be increased or decreased by the full amount of such reassessment.

(c) **Association Improvements:** Where work performed by the Association (as opposed to by a particular Cotenant) has triggered a reassessment of the Property, the Individual Property Tax Basis of each Cotenancy Share shall be adjusted in accordance with the Cotenancy Share's Property Tax Percentage in effect immediately prior to the reassessment.

(d) **Transfers:** Where the transfer of all or part of a Cotenancy Share triggers a reassessment of the Property, the Individual Property Tax Basis for the Cotenancy Share shall be adjusted to accurately reflect such reassessment.

(e) **Exemptions:** Any Cotenant who obtains an exemption from the county assessor for a certain amount of assessed value, including an exemption for owner

occupancy, or a Proposition 65 transferred exemption, shall be entitled to the full benefit of the resulting tax reduction, and his/her Individual Property Tax Basis shall be adjusted accordingly. Upon the occurrence of an event which removes or changes such exemption, the Individual Property Tax Basis shall be correspondingly adjusted.

- (2) Where a Party transfers one or more Cotenancy Shares and retains one or more, such Party shall have as its Individual Property Tax Basis the assessed value of his/her Cotenancy Shares prior to the transfer, multiplied by the percentage of title of the Property he/she has retained.
- (3) The Total Property Tax Basis shall be the sum of the Individual Property Tax Bases for all Cotenants.

Notwithstanding anything to the contrary in this Agreement, the Manager shall adjust the Property Tax Percentages, as well as any Operating Budget and Assessment based upon them, whenever he/she reasonably anticipates that an event will trigger a tax reassessment. Such an adjustment shall be made as quickly as possible following the event, subject to the time periods required under this Agreement for Notices relating to Assessment increases. The adjustment shall not require the approval of the Association. In addition, notwithstanding anything to the contrary in this Agreement, to the extent that the Manager determines that a Cotenant has overpaid or underpaid Property Tax, he/she shall either (i) levy a Reimbursement Assessment in the case of an underpayment, or (ii) provide a refund in the case of an overpayment. The transferee of a Cotenancy Share shall be responsible to the Association for underpayment of Property Tax by any prior owner of the Cotenancy Share, but shall be entitled to collect any amount owing from such prior owner. No current or former Party shall be absolved of responsibility for Property Tax based upon the fact that the Association, or a Manager, failed to include such Property Tax in an Assessment or failed to notify the Party of such Property Tax.

*THIS SUBSECTION IS EXPRESSLY INTENDED TO PRESERVE THE PROPERTY TAX BASIS OF PRIOR OWNERS IN A PARTIAL SALE, AND TO MAKE BUYERS OF COTENANCY SHARES PAY TAX BASED ON THEIR PURCHASE PRICE JUST AS IF THEY BOUGHT A CONDOMINIUM OR SINGLE FAMILY HOME.*

- B. **Insurance Costs.** Except as otherwise provided in Exhibit C, the cost of all insurance required by this Agreement (the "Association Insurance Costs") shall be allocated equally among the six (6) Cotenancy Shares. Costs associated with any additional insurance obtained by a Cotenant shall be the responsibility of that Cotenant.
- C. **Repair Costs.** Except as otherwise provided in Exhibit C, all costs associated with maintenance and repair of the Property (the "Repair Costs") shall be categorized as either "Individual Repair Costs" or "Association Repair Costs" as described in this Agreement. Each Cotenant shall be responsible for his/her Individual Repair Costs. Association Repair Costs shall be allocated equally among the six (6) Cotenancy Shares.
- D. **Utility Costs.** Each Cotenant shall be responsible for the cost of all Utilities separately metered and billed to his/her assigned Unit (the "Individual Utility Costs"). The cost of all other Utilities (the "Association Utility Costs") shall be allocated according to the ratio of the number of Occupants in the Cotenant's Unit to the total number of Occupants served by the Utility. In the event a Utility serving the Common Area is metered separately to a Unit, the Association shall compute the portion of the cost of such Utility that is attributable to Common Area service, categorize such portion as an Association Utility Cost, and reimburse the affected Cotenant for such cost on a monthly basis.

- E. Condominium Conversion Costs.** In the event the Cotenants undertake the process of converting the Property to condominiums, associated costs shall be allocated as follows:
- (1) Surveying fees, legal fees, application fees, inspection fees and recording fees (parts of the "Association Conversion Costs") shall be allocated equally among the six (6) Cotenancy Shares.
  - (2) Costs associated with required maintenance and repair of the Property shall be categorized as either Individual Repair Costs or Association Repair Costs as provided in Article 5. Each Cotenant shall be responsible for his/her Individual Repair Costs. Association Repair Costs shall be allocated equally among the six (6) Cotenancy Shares.
  - (3) Each Cotenant shall be responsible for all costs associated with the financing he/she obtains for his/her Condominium.
- G. Rental Expenses.** Any Cotenant who rents out a portion of the Property shall be responsible for all costs associated with such rental including, but not limited to, solicitation of tenants, rent collection and eviction.
- H. Other Expenses.** Except as specifically provided elsewhere in this Agreement, all other expenses shall be allocated equally among the six (6) Cotenancy Shares.
- I. Method of Payment.** Each Cotenant shall pay his/her share of Property Taxes, Association Insurance Costs, and Association Utility Costs to the Association as part of his/her Regular Assessment. Each Cotenant shall also pay a portion of his/her Association Repair Costs to the Association as part of his/her Regular Assessment. Each Cotenant shall pay the remainder of his/her Association Repair Costs, Association Conversion Costs, and other Association expenses as part of Special Assessments.
- J. Offsets.** To the extent that any Cotenant has any outstanding obligation to the Association under this Section, (i) the Association shall be entitled to withhold the amount of such obligation from any distribution of funds otherwise due to the Cotenant, and (ii) in addition to all other remedies provided by this Agreement, such Cotenant hereby assigns to the Association the right to collect any rent payable on the Cotenant's assigned Unit and Exclusive Use Common Area and to apply such rents to satisfaction of the Cotenant's outstanding obligation.
- 4.2 OPERATING BUDGET AND REGULAR ASSESSMENTS.**
- A. Content of Operating Budget.** Each year, the Cotenants shall create a *pro forma* "Operating Budget" describing the anticipated funding requirements of the Association. The Operating Budget shall consist of (i) the "Operating Expenses" which shall include Property Taxes, Association Insurance Costs, Association Utility Costs and an allowance for minor Association Repair Costs, and (ii) the "Reserves" which shall provide an accumulating allowance for periodic major Association Repair Costs including but not limited to roof replacement and exterior painting.
- B. Computation and Allocation of Operating Expenses.** Each year, the Cotenants shall estimate the annual cost of each of the Operating Expenses based upon the best available information. The Cotenants shall then allocate each of the components of the Operating Expenses as described in this Agreement.

- C. Computation and Allocation of Reserves.** Each year, the Cotenants shall estimate the remaining useful life of each major component of the Property which the Association is obligated to maintain. Only those components with a remaining useful life of less than fifteen (15) years shall be included in the computation of the Reserves. With regard to each such component, the Cotenants shall then (i) estimate the replacement cost, making reasonable allowances for inflation, (ii) subtract any amounts previously collected and currently in Association accounts specifically for payment of the replacement cost, (iii) divide the difference by the number of years of remaining useful life. This computation shall determine the amount to be collected during the year for each component. The sum of the computations for each component shall be the total Reserves for the year, and shall be allocated as provided for Association Repair Costs in this Agreement.
- D. Creation and Approval.** The Cotenants shall adopt an Operating Budget (i) for the remainder of the Calendar Year in which this Agreement is signed, within five (5) calendar days of the Effective Date of this Agreement, and (ii) for each subsequent calendar year, between forty five (45) and sixty (60) calendar days before the beginning of the year. The Manager shall prepare a draft Operating Budget and convene a Cotenant Meeting to present it to the Cotenants. No Cotenant shall unreasonably withhold his/her approval of an Operating Budget. The Operating Budget shall be adopted if approved by a majority of Cotenants.
- E. Regular Assessments.** Each Cotenant's allocated share of the Operating Budget shall be divided into equal monthly payments (the "Regular Assessments"). The Manager shall provide Notice to each Cotenant of (i) the amount of the Regular Assessment for the upcoming year at the same time he/she distributes the Operating Budget, and (ii) any change in the Regular Assessments not less than thirty (30) calendar days before the due date of such changed Assessment. No later than the first day of each month after the Effective Date of this Agreement, each Cotenant shall provide his/her Regular Assessment to the Manager.
- F. Adjustments.**
- (1) When there is a demonstrable increase or decrease in the cost of an item included in the Operating Budget during the course of a fiscal year, the Manager may revise the Operating Budget to correspond with such increase or decrease, and adjust the Regular Assessments accordingly. No Association approval shall be required for such an adjustment. To implement such an adjustment, the Manager must provide verifiable documentation showing the cost increase or decrease with the Notice showing the revised budget and the Regular Assessment adjustment at least thirty (30) days before the due date of the first affected Regular Assessment payment. Any Cotenant may challenge the validity of an adjustment implemented under this Section by convening a Cotenant Meeting, during which the Cotenants, by majority vote, may overrule the Manager's decision provided there is a reasonable basis for doing so. However, the intention of a Cotenant to challenge the validity of an adjustment shall not provide a legitimate basis for not paying the adjusted Regular Assessment amount; rather, the adjusted amount shall be payable until the due date of the first Regular Assessment payment due after the Manager's decision is overruled.
  - (2) The Manager may also propose a revision of the Operating Budget that is not based on a demonstrable increase or decrease in the cost of an item, and convene a Cotenant Meeting to present the revision to the Cotenants. No Cotenant shall unreasonably withhold his/her approval of a revised Operating Budget. An Operating Budget revised in this manner shall be adopted if approved by a majority of Cotenants.

**4.3 SPECIAL ASSESSMENTS.**

- A.** The Association may impose "Special Assessments" to defray any Association expenses that were not anticipated in the Operating Budget. Special Assessments shall be imposed on all Cotenants. (Assessments imposed against fewer than all Cotenants shall be deemed "Reimbursement Assessments" rather than Special Assessments.)
- B.** A "Mandatory Special Assessment" is a Special Assessment for Property Taxes, Association Insurance Costs, Association Utility Costs, Association Conversion Costs, Association Repair Costs for work that is required under this Agreement, and replenishment of the minimum balance in the Operating Account. The Manager may impose a Mandatory Special Assessment at any time without Association approval. The Manager must provide verifiable documentation showing the expense with the Notice of the Special Assessment at least sixty (60) days before the due date of the Special Assessment, along with a Notice showing the amount and due date of the Assessment. Any Cotenant may challenge the validity of a Mandatory Special Assessment imposed under this Section by convening a Cotenant Meeting, during which the Cotenants, by majority vote, may overrule the Manager's decision provided there is a reasonable basis for doing so. However, the intention of a Cotenant to challenge the validity of a Mandatory Special Assessment shall not provide a legitimate basis for not paying the Mandatory Special Assessment; rather, if the due date of the Mandatory Special Assessment arrives before the Manager's decision is overruled, the Mandatory Special Assessment is payable in full, and failure to pay it in full will constitute an Actionable Violation.
- C.** Any Cotenant may propose a Special Assessment at a Cotenant Meeting. Notice of the meeting shall include an agenda item describing the proposed Special Assessment. The voting requirements for approval of such a Special Assessments are described in the voting provisions of this Agreement. If the Special Assessment is approved, the Manager shall Promptly prepare a Notice for each Cotenant stating the amount and due date, which shall be no sooner than fifteen (15) calendar days after the Notice.

**4.4 REIMBURSEMENT ASSESSMENTS.**

- A.** In instances where this Agreement specifically mandates the imposition of a Reimbursement Assessment, the Assessment shall be imposed by the Manager without Association approval. The Manager shall prepare a statement for the affected Cotenant stating the amount due from that Cotenant and the due date, which shall be no sooner than fifteen (15) calendar days after the Notice.
- B.** In all other instances, a Reimbursement Assessment may be levied by the Association against any Cotenant to enforce such Cotenant's obligations and responsibilities under this Agreement, and any Manager or any Cotenant may propose the Reimbursement Assessment at a Cotenant Meeting. Notice of the meeting shall include an agenda item describing the proposed Reimbursement Assessment. If the Reimbursement Assessment is approved, the Manager shall Promptly send a Notice to the affected Cotenant stating the amount due and the due date. Any funds determined to be due from a Cotenant shall be due no sooner than fifteen (15) calendar days after the Notice.

**4.5 OPERATING ACCOUNT.**

- A. Establishment.** The "Operating Account" shall be the depository for all Association funds other than those which are part of the Default Fund. No later than thirty (30) calendar days from the Effective Date of this Agreement, the Manager shall open an Operating Account at a federally

insured banking institution and deposit each Cotenant's initial Regular Assessment. Each Cotenant shall be a signatory to this account. A minimum balance of one thousand dollars (\$1,000) shall be maintained in the Operating Account at all times.

- B. Mandatory Disbursements.** The Manager may make "Mandatory Disbursements" from the Operating Account without Association approval. Mandatory Disbursements shall be defined as payments due for Property Taxes, Association Insurance Costs, Association Utility Costs, Association Conversion Costs, and Association Repair Costs for work which is required under this Agreement.
- C. Discretionary Disbursements.** Any disbursement which is not defined as a Mandatory Disbursement shall be considered a "Discretionary Disbursement", and must be approved in accordance with the voting requirements described in the voting provisions of this Agreement.
- D. Withdrawals From Operating Account.** Funds may be withdrawn from the Operating Account only for disbursements authorized under this Section. A Cotenant shall not be entitled to withdraw any funds from the Operating Account in connection with a transfer of his/her Cotenancy Share.

#### 4.6 DEFAULT FUND.

- A. Purpose.** To protect the equity in the Property, and the credit ratings and other assets of the Parties, the Cotenants shall establish a Default Fund containing funds to be used in the case of the non-payment of a Regular Assessment by a Cotenant.
- B. Default Fund Account.** Funds in the Default Fund shall be kept in a separate account (the "Default Fund Account") which shall be used for no other purpose. Each Cotenant shall be a signatory to this account.
- C. Amount and Timing of Deposits.** No later than ten (10) days from the Effective Date of this Agreement, the Cotenants shall establish the Default Fund and each Cotenant shall deposit an amount equal to two (2) Regular Assessments. Within thirty (30) days following any substantial adjustment in any Cotenant's Regular Assessment, his/her deposit to the Default Fund shall be correspondingly adjusted, and he/she shall provide to, or receive from, the Manager any funds necessary to accomplish such adjustment. Any time money is withdrawn from the Default Fund to satisfy an obligation of a Cotenant, such Cotenant shall be required to replace such funds Promptly.
- D. Withdrawals From Default Fund.** Funds may be withdrawn from the Default Fund only (i) in the case of the non-payment of a Regular Assessment by a Cotenant, (ii) following a downward adjustment in his/her Regular Assessment as provided in the preceding Subsection, or (iii) upon approval of all Cotenants. ~~A COTENANT SHALL NOT BE ENTITLED TO WITHDRAW ANY FUNDS FROM THE DEFAULT FUND IN CONNECTION WITH A TRANSFER OF HIS/HER COTENANCY SHARE; RATHER, A TRANSFERRING COTENANT WHO WANTS TO BE REIMBURSED FOR SUCH CONTRIBUTIONS SHALL BE RESPONSIBLE TO COLLECT SUCH AMOUNTS FROM HIS/HER TRANSFEREE.~~

**ARTICLE 5—REPAIRS AND INSURANCE**

**5.1 INDIVIDUAL MAINTENANCE AND REPAIR.** The costs associated with the maintenance, repair and replacement described in this Section shall be "Individual Repair Costs".

- A. Assigned Unit.** Each Cotenant shall maintain, repair and replace all elements of his/her assigned Unit in a condition that does not impair the value or desirability of other Units and the Property as a whole.
- B. Exclusive Use Common Area.** Each Cotenant shall maintain, repair and replace the following elements of his/her assigned parking area (if any) in a condition that does not impair the value or desirability of other Units and the Property as a whole: (i) any finished wall, floor, or ceiling surfaces which serve only his/her assigned area, and (ii) all elements (except exterior paint) of any door and window, including the opening mechanism, which serve only his/her assigned area.
- C. Failure To Maintain.** If a Cotenant fails to satisfy his/her maintenance, repair or replacement requirements, the Association may do so and assess any associated expense as a Reimbursement Assessment. However, the failure of the Association to do so shall not shift to it the responsibility for any loss or damage resulting from the Cotenant's failure.
- D. Building Permits and Approvals.** In cases where a building permit is required by Governmental Regulations, a Cotenant undertaking maintenance, repair and replacement shall, unless otherwise specifically authorized by the Association: (i) obtain all required permits and approvals, (ii) provide Notice with a copy of such permits and approvals to each other Cotenant at least ten (10) calendar days before commencing work, and (iii) obtain final governmental inspection and sign-off.
- E. Timing of Work Completion.** All work performed by or on behalf of a Cotenant must be diligently and consistently pursued through completion, and must be completed within a reasonable time.

**5.2 ASSOCIATION MAINTENANCE AND REPAIR.** The costs associated with the maintenance, repair and replacement described in this Section shall be "Association Repair Costs".

- A. Common Area.** Except as otherwise provided in Exhibit C, the Association shall maintain, repair and replace all Common Area which is not Exclusive Use Common Area in good condition and repair.
- B. Exclusive Use Common Area.** Except as otherwise provided in Exhibit C, the Association shall maintain, repair and replace in good condition and repair all elements of Exclusive Use Common Area which are not required to be maintained by a Cotenant under Section 5.1B.

**5.3 CONSEQUENTIAL DAMAGE AND LOSS.** The following provisions shall supersede the general rules described in Sections 5.1 and 5.2.

**A. Damage Due To Conduct.**

- (1) Cotenant Responsibility.** Each Cotenant is responsible for the costs of all maintenance, repair and replacement of all areas of the Property necessitated by the acts or omissions of him/herself, his/her guests, invitees (including independent

contractors and employees), any Occupants of his/her assigned Unit and of the guests and invitees of such Occupants. The Association shall perform the work, and shall assess the cost as a Reimbursement Assessment.

- (2) **Association Responsibility.** The Association is responsible for the costs of all maintenance, repair and replacement of all areas of the Property necessitated by the conduct and behavior of its invitees (including independent contractors and employees).

**B. Damage Due To Malfunction.**

- (1) **Covered Loss/Point of Origin.** In instances where the damage is not the result of conduct as described in Section 5.3A, to establish responsibility for costs of repair or replacement in instances where no one is at fault, the Association shall determine the following:
- (a) Whether the loss would be covered by a typical policy of fire and casualty insurance required to be maintained either by the Association, or by a Cotenant, under the insurance provisions of this Agreement (a "Covered Loss"); and
  - (b) Whether the Association, or a particular Cotenant or subgroup of Cotenants, is responsible to for the maintenance, repair and replacement of the specific element that is the "Point of Origin". The Point of Origin is the specific element of the Property that malfunctioned first, and began the chain of events that led to the loss or damage.
- (2) **Covered Loss/Association Policy.** If the loss is a Covered Loss under a policy the Association is required by this Agreement to carry, the Association shall submit a claim for such loss. To the extent the cost of repair or replacement exceeds policy limits or is within a policy deductible, or if coverage is denied despite reasonable efforts by the Association, such cost of repair or replacement shall be allocated based on Point of Origin as provided in Subsection (4) below. However, if there is no coverage as a result of the failure of the Association to maintain coverage required by this Agreement, the Association shall pay the entire cost of repair or replacement.
- (3) **Covered Loss/Cotenant Policy.** If the loss is a Covered Loss under a policy a Cotenant is required by this Agreement to carry, the Cotenant shall submit a claim for such loss. Since each Cotenant determines the policy limits and deductibles associated with the fire and casualty coverage he/she obtains, each Cotenant shall responsible for all cost of repair or replacement exceeding policy limits or within a policy deductible. If coverage is denied despite reasonable efforts by the Cotenant, the cost of repair or replacement shall be allocated based on Point of Origin as provided in Subsection (4) below. If there is no coverage as a result of the failure of the Cotenant to maintain coverage required by this Agreement, such Cotenant shall pay the entire cost of repair or replacement.
- (4) **Non-Covered Loss/Denial of Coverage.** If the loss is not a Covered Loss (as defined above), or where the preceding Subsections provide that the cost of repair or replacement shall be allocated based on Point of Origin, the following provisions shall apply:
- (a) If the Association is responsible for the element at the Point of Origin, it shall be responsible for the costs of repair or replacement. For example, if the Association is responsible for exterior painting and siding, and water intrudes

into the building from the side, damaging the interior of a Unit, the Association would be responsible for the cost of repair or replacement of damage to, or within, the Unit.

- (b) If a Cotenant is responsible for the element at the Point of Origin, he/she shall be responsible for the costs of repair or replacement. For example, if a Cotenant is responsible to maintain a plumbing pipe, and the pipe bursts resulting in damage to the Common Area and to another Unit, the Cotenant would be responsible for the cost of repair or replacement of all the damage to, or within, the Common Area and the other Unit. In such an instance, the Association shall perform the work in the Common Area and the other Unit, and shall assess the cost as a Reimbursement Assessment.

#### **5.4 INSURANCE COVERAGE.**

##### **A. Liability Insurance.**

- (1) The Association shall maintain a policy insuring the Association against public liability incident to the ownership and use of the Property, including but not limited to claims for wrongful eviction. Limits of liability shall not be less than a combined limit of one million dollars (\$1,000,000) for injury, death and property damage. The policy shall contain a severability of interest endorsement precluding the insurer from denying coverage to a named insured because his/her act or omission created liability in favor of another insured.
- (2) Each Cotenant must obtain and maintain insurance covering his/her personal liability. Limits of liability shall not be less than a combined limit of five hundred thousand dollars (\$500,000) for injury, death and property damage.

##### **B. Casualty Insurance.**

- (1) The Association shall maintain a master policy of fire and casualty insurance covering the Property, including all cabinetry, counters, built-in appliances, or other fixtures or elements permanently attached to the Property. Such policy shall provide a multi-peril coverage endorsement, and coverage for such other risks as are commonly covered with respect to Properties similar to the Property in construction, location and use, or such other fire and casualty insurance as the Association determines gives substantially equal or greater protection. Coverage shall be in an amount equal to the full replacement value of the insured items and elements.
- (2) Each Cotenant or, in the case of a leased or rented Unit, the Occupants of the Unit, must obtain and maintain insurance covering those portions of his/her personal property not covered by the Association casualty insurance coverage.
- (3) For the purposes of interpreting and applying any and all provisions of any casualty insurance policy covering any portion of the Property and its contents, a Unit and Exclusive Use Common Area shall not be deemed to include, and Common Area shall be deemed to include, cabinetry, counters, built-in appliances, and other fixtures or elements permanently attached to the Property, even if such elements are located within the perimeter boundaries of a Unit. These modified definitions shall apply for the exclusive purposes of interpreting and applying provisions of casualty insurance policies, and for absolutely no other purposes. Other provisions of this Agreement shall

be used for all other purposes, including the allocation of responsibility and cost for maintenance, repair and replacement between the Cotenants and the Association, and the allocation of such responsibility and cost among the Cotenants.

- C. Inability To Obtain Insurance.** If the insurance required by this Agreement is difficult, impractical or unduly expensive to obtain, the Association shall obtain insurance as nearly equivalent to the required insurance as is reasonably available.
- D. Claims Against Association Insurance.** A decision not to submit a particular claim to a Association insurance carrier must be approved by any Cotenant who will be forced to pay additional repair or replacement costs as a result of the decision.
- E. Casualty Insurance Proceeds.**
- (1) When a particular Cotenant is responsible to repair and replace an item under this Agreement (as opposed to where he/she is responsible only to pay the cost of repair or replacement), and the Association receives insurance proceeds for repair or replacement of the item, the proceeds shall be distributed to such Cotenant, subject to the limitations in Subsection (2) below.
  - (2) When Subsection (1) entitles one or more Cotenants to receive proceeds from Association insurance, but such proceeds must be allocated between Cotenants or between the Association and one or more Cotenants, the Association shall use information provided by the insurance carrier relating to how the amount of proceeds was calculated, to the extent such information is available. When such information is not available, or when such information is incomplete, the proceeds shall be allocated in proportion to the cost of repair or replacement of the damaged or lost items.
  - (3) If Association insurance proceeds allocated to a particular Cotenant are insufficient to pay the costs of repair or replacement for which such Cotenant is responsible, the Cotenant shall pay the additional amounts. Similarly, where a Cotenant is responsible for the cost of repair or replacement (as opposed to where he/she is responsible to repair and replace the item), and the Association insurance proceeds allocated to such repair or replacement do not cover the full cost, the Cotenant shall pay the additional amounts.

## ARTICLE 6-- DECISIONMAKING AND MANAGEMENT

### 6.1 VOTING.

- A. Meetings and Agenda.** Decisions may be made only at Regular or duly Noticed Special Cotenant Meetings attended by representatives of at least two (2) Cotenants. Regular Cotenant Meetings shall take place on the first Sunday of each November at 7:00 P.M. at the home of the Manager. Any Cotenant may create an agenda for a Regular Cotenant Meeting provided he/she provides it as a Notice to each Cotenant at least fourteen (14) calendar days before the Cotenant Meeting. Special Cotenant Meetings may be called by any Cotenant at any reasonable weekend or evening time provided he/she provides Notice and an agenda to each Cotenant at least fourteen (14) calendar days before the Cotenant Meeting. Matters not described on an agenda may not be decided at Regular or Special Cotenant Meetings unless all Cotenants are represented. The Manager shall prepare minutes of each Cotenant Meeting, which shall be signed by each person attending.

- B. Voting Power and Abstention.** Each Cotenant shall have one (1) vote of equal weight. Only the Designated Party for a Cotenancy Share shall be permitted to vote on behalf of such Cotenancy Share, and it shall be conclusively presumed for all purposes that the Designated Party was acting with the authority and consent of all other Parties comprising that Cotenant. Fractional votes are not allowed. Decisions requiring majority approval shall be deemed approved if a majority of non-abstaining Cotenants approve them (and in a case where only two Cotenants are voting, a "majority" shall be considered both Cotenants), and decisions requiring approval of all Cotenants shall be deemed approved if all non-abstaining Cotenants approve them.
- C. Vote Required For Association Action.** Except as otherwise provided in this Agreement, a majority of votes shall be required for Association action. The following acts require approval of all Cotenants:
- (1) Selling the entire Property;
  - (2) Approving a Special Assessment which is not a Mandatory Special Assessment (meaning it is not for Property Taxes, Association Insurance Costs, Association Utility Costs, Association Conversion Costs, Association Repair Costs for work which is required under this Agreement), if the sum of the non-Mandatory Special Assessment and all other non-Mandatory Special Assessments made within the preceding three (3) month period would exceed one thousand five hundred dollars (\$1,500);
  - (3) Approving a Discretionary Disbursement (meaning it is not for Property Taxes, Association Insurance Costs, Association Utility Costs, Association Conversion Costs, Association Repair Costs for work which is required under this Agreement), if the sum of a particular Discretionary Disbursement and all other Discretionary Disbursements made within the preceding three (3) month period would exceed one thousand five hundred dollars (\$1,500);
  - (4) Except as specifically provided in this Agreement, altering, reconfiguring or redefining the boundaries of a Unit or Exclusive Use Common Area, reassigning usage or possessory rights to any area of the Property, or removing or modifying any entitlement for additions or alterations;
  - (5) Changing the allocation of responsibility for maintenance, repair or replacement of the Property between the individual Cotenants and the Association;
  - (6) Changing the method of allocating expenses or distributions among the Cotenants, including borrowing rights;
  - (7) Engaging in any business other than the operation of the subject Property with Association funds;
  - (8) Entering into any contract with any entity owned by or affiliated with any Party;
  - (9) Changing any usage rule that would significantly diminish a usage right, such as rental rights, or Occupant or pet allowances; and
  - (10) Doing any act in contravention of this Agreement.

- D. Deadlock.** In the event of a deadlock, the matter shall be resolved as provided in Section 11.10. Absent law or a provision of this Agreement requiring a particular decision, any arbitrator shall make his/her decision in accordance with what he/she believes to be the course of action most likely to preserve and enhance the value of the Property without placing an unnecessary financial hardship on any Cotenant.
- E. Proxies.** Parties may vote in person or by proxy. All proxies shall be in writing, dated, signed by the Party, and filed with the Manager before the Cotenant Meeting. Every proxy shall be revocable and shall automatically cease upon any of the following events:
- (1) Conveyance by the Party of his/her Cotenancy Share;
  - (2) Receipt of Notice by the Manager of the death or judicially declared incompetence of the Party; or
  - (3) The expiration of eleven (11) months from the date of the proxy or the time specified in the proxy for expiration, not to exceed three years.
- F. Suspension of Voting Rights.** During any period when a Cotenant is in Default, all voting rights of such Cotenant shall be suspended.

**6.2 MANAGER.** A "Manager" shall be elected at all Regular Cotenant Meetings. Each Manager shall serve until the next Regular Cotenant Meeting unless he/she resigns or is terminated for cause. Mid-term vacancies shall be filled at a Special Cotenant Meeting. The Party receiving the largest number of votes shall be elected. The Manager shall be compensated for his/her services in an amount agreed by a majority of Cotenants, and no Cotenant shall withhold consent to an amount equivalent to thirty percent (30%) less than that charged by local, professional management companies for similar services. In the event that no Cotenant seeks election as Manager, or in the event that no Cotenant is elected, the Cotenants shall retain a non-Cotenant manager or management company to act as Manager. All management costs shall be allocated among the Cotenants equally. The Manager's duties shall be as provided below.

- A. Association Maintenance, Repair, Replacement and Improvement.** The Manager shall facilitate all maintenance, repair, replacement and improvement undertaken by the Association as follows.
- (1) If he/she reasonably believes that repair or replacement is mandated by this Agreement, he/she may proceed with it without further Association approval, provided that if the repair or replacement will cost more than one thousand five hundred dollars (\$1,500), he/she must solicit and obtain at least two bids for the work prior to contracting for it.
  - (2) In all other instances, he/she shall solicit and obtain at least two bids for the work and ~~submit the matter to the other Cotenants for decision in accordance with this Agreement before proceeding.~~
  - (3) In all instances, he/she shall:
    - (a) Use only licensed and fully insured contractors unless otherwise specifically authorized by the Association;

- (b) In cases where a building permit is required by Governmental Regulations, unless otherwise specifically authorized by the Association, require that the contractor obtain all required permits and approvals, and ensure that the contractor obtains final governmental inspection and sign-off;
  - (c) Enter into a written agreement for the work that describes, in detail, the scope of work, amount of payment, and timing of payment;
  - (d) Arrange for access to the work area;
  - (e) Monitor the progress of the work by inspecting it with reasonable regularity; and
  - (f) Upon completion of the work, perform a reasonable inspection to determine completeness and quality prior to making final payment.
- (4) It is expressly provided that unless the Manager completes the repair him/herself, he/she shall not be responsible for improperly completed repairs.
- B. **Cleaning.** The Manager shall arrange and facilitate regular cleaning and maintenance of Common Areas other than Exclusive Use Common Areas in accordance with the schedule of tasks to be attached to this Agreement.
- C. **Keys.** The Manager shall maintain keys to all Units and locked Exclusive Use Common Areas, but may enter these areas only in an Emergency.
- D. **Accounting.** The Manager shall (i) use his/her best efforts to collect all funds owed to the Association by all individuals including Cotenants, and to immediately provide Notice to all Cotenants when any funds owed to the Association are five (5) calendar days overdue, (ii) timely pay all Association debts to others from funds in the Operating Account (regardless of whether all Cotenants are current in their payments to the Association) and immediately provide Notice to all Cotenants when it becomes evident that funds in the Operating Account will be insufficient to satisfy current obligations, and (iii) maintain proper and complete books of account of the Association at his/her home or principal place of business which shall be open to inspection by any representative of any Cotentant at any reasonable time.
- E. **Assessments and Expenditures.** Acting without Association approval, the Manager may, or under certain circumstances shall, (i) adjust the Operating Budget and/or impose Assessments, or (ii) make Mandatory Disbursements of Association funds, as described in this Agreement.
- F. **Certifications, Resales and Refinancing.**
  - (1) At least once each Calendar year, the Manager shall prepare an "Annual Certificate of Validity" either in the form attached as Exhibit D, or in such other form as has been approved by all Lenders.
  - (2) Promptly upon the request of the transferor of a Cotenancy Share or his/her agent, the Manager shall complete and sign an "Assumption and Release of Obligations" either in the form attached as Exhibit E, or in such other form as has been approved by all Lenders.

- (3) Promptly upon the request of any Cotenant seeking to refinance, the Manager shall complete and sign a "Refinance Certificate" either in the form attached as Exhibit F, or in such other form as has been approved by all Lenders.

**G. Other Duties.** In addition to those duties listed above, the Manager shall perform other duties as described elsewhere in this Agreement.

**6.3 NO REQUIREMENT TO ACT AGAINST INTEREST.** In the event any duty required of a Manager involves taking action against the interest of the individual then serving as Manager, that duty shall be undertaken by a representative of the Cotenant next in line for the position under the rotation described above.

**6.4 REFUSAL/INABILITY TO SERVE AS MANAGER.** A Manager may be removed from office for cause at any time, and may resign following thirty (30) days written notice to all Cotenants. In the event of removal or resignation, the Cotenants shall select or hire a replacement Manager as soon as reasonably possible.

**6.5 NO COMPENSATION FOR SERVICES.** Under no circumstances shall a Party be entitled to any reimbursement from the Association or from another Party for any expenditure of time or money related to the Property unless such expenditure has been specifically authorized by this Agreement or explicitly approved by the Association as provided in this Agreement.

## ARTICLE 7--CONDOMINIUM CONVERSION

### 7.1 CONVERSION PROCESS.

**A.** The Cotenants agree to begin the condominium conversion process no later than the earliest date allowed by law, and complete the process as quickly as possible. At the earliest date allowed by law, any Cotenant may provide a Notice to the Manager and all Cotenants describing the actions required to move the conversion process forward. Actions which may be specified in the Notice include (but are not limited to) (i) entering the conversion lottery, (ii) retaining an attorney, land surveyor or other professional to assist the Association in the conversion, (iii) submitting required material or information to a professional working for the Association or to a governmental agency, or (iv) undertaking repair or replacement projects which are the responsibility of the Association in connection with conversion under this Agreement.

**B.** Within fifteen (15) calendar days of receipt of a Notice as described in Subsection A, the Manager shall attempt in good faith, and with diligence, to perform the acts specified in the request. Without limiting the generality of the preceding sentence, but by way of example, the Manager shall (i) attempt to complete and submit a lottery ticket application, (ii) retain an attorney and/or land surveyor, (iii) levy a Special Assessment as required for conversion-related costs, or (iv) follow the procedure for performing Association Repair Work with regard to conversion-related repairs. Where an act specified in the Notice would involve a discretionary decision (such as selecting an attorney or a contractor):

- (1) The Manager shall delay final action for seven (7) days after the date of the Notice;
- (2) Any Cotenant who wishes to have input shall, within seven (7) days after the date of the original Notice, provide a Notice to the Manager and all Cotenants describing his/her desired outcome and the underlying reasons;

- (3) If the Manager receives Notices from a majority of Cotenants specifying the same desired outcome, and such outcome is not inconsistent with a mandatory provision of this Agreement, the Manager shall follow such specification; otherwise, the Manager shall have complete discretion to make the decision in the manner he/she feels will most efficiently accomplish the conversion.
- C. If a Cotenant believes that an Manager has failed to show good faith and diligence in attempting to satisfy the requirements of this Section, he/she shall convene a Cotenant Meeting to attempt to resolve the issue. If there is no quorum despite proper Notice and agenda, or if the Meeting fails to result in the creation of a definitive list of task assignments and time frames that is consistent with the mandatory provisions of this Agreement regarding conversion, the Cotenant may (but shall not be obligated) assume all conversion-related duties of the Manager, in which case he/she shall be deemed to have all of the powers of the Manager under this Section.
- D. Each Party agrees to act diligently and to cooperate in good faith in executing all documents (including but not limited to deeds to each unit) that are normally and reasonably required to effect and finalize the conversion to individually owned condominium units. No Party shall be entitled to any consideration for signing said deeds. The Parties waive any right they might have to claim tenant status under the San Francisco Subdivision Code.

**7.2 CONVERSION OCCUPANCY REQUIREMENTS.** Nothing in this Agreement shall be interpreted to require any Party to maintain ownership or occupancy in the Property for the purpose of qualifying the Property for condominium conversion.

**7.3 CONDOMINIUM DISTRIBUTION.** In the event the Property is converted to condominiums, each Cotenant shall be entitled to receive individual ownership of his/her assigned Unit and continuing exclusive usage rights to his/her assigned Exclusive Use Common Area provided all of that Cotenant's obligations to the Association and to the other Cotenants have been satisfied. Such individual ownership and usage rights shall be considered full distribution of the Cotenant's interest in the Association, the Association accounts and the Property, regardless of the value of the Cotenant's Cotenancy Share at the time of conversion.

**7.4 CONDOMINIUM GOVERNING DOCUMENTS.** The original Parties and their successors in interest shall be presumed to have purchased interests in the Property based on an assumption that the allocation of rights and responsibilities, and usage rules, described in this Agreement would continue for so long as they owned the Property. All Parties recognize and agree that it would be unfair to impose changes in these rules or allocations on other Parties against their will as a condition of completing a condominium conversion, a goal to which they all agreed to aspire. Accordingly, all Parties agree that, except as otherwise mandated by law, no substantive provision of this Agreement shall be changed in the transition to condominium governing documents unless all Cotenants agree to the change.

## ARTICLE 8—SALES AND OTHER TRANSFERS

**8.1 GENERAL TRANSFER RESTRICTION.** No Party shall transfer any portion of his/her interest in the Property except as provided in this Agreement. Any other purported transfer is void.

**8.2 TRANSFER NOTIFICATION AND SIGNATURE REQUIREMENT.**

- A. Prior to transferring any interest in the Property, each transferring Party shall provide Notice to each Cotenant of his/her intention to do so.

- B.** No transfer of any interest in the Property shall be permitted unless the transferee has signed an "Assumption and Release of Obligations" either in the form attached as Exhibit E, or in such other form as has been approved by all Lenders (as that term is defined in Section 9.3).
- C.** It shall be the responsibility of the Party transferring an interest in the Property to ensure that the Notice and signature requirements of this Section are satisfied, and each transferring Party shall be liable for all losses, damages, costs and expenses, including attorneys fees, resulting from his/her failure either (i) to provide the Notice required under this Section, or (ii) to ensure that his/her interest is not transferred unless the transferee has signed the document required by this Section either prior to, or contemporaneously with, the transfer.
- D.** Without limiting the generality of the preceding sentence, *IT IS EXPRESSLY PROVIDED THAT IF AN INTEREST IS TRANSFERRED WITHOUT THE TRANSFEEEE HAVING SIGNED A DOCUMENT EXPLICITLY AGREEING TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT, THE ASSOCIATION AND ANY PARTY IS EMPOWERED (i) TO IMMEDIATELY TAKE ANY AND ALL ACTION NECESSARY TO OBTAIN SUCH A DOCUMENT OR, IF THAT IS NOT REASONABLY POSSIBLE, TO ACQUIRE THE TRANSFERRED INTEREST SO THAT THE TRANSFEEEE WHO DID NOT SIGN SUCH A DOCUMENT IS NO LONGER THE OWNER OF ANY INTEREST IN THE PROPERTY, OR (ii) TO TAKE ANY OTHER ACTION REASONABLY CALCULATED TO RELIEVE THE ASSOCIATION AND ALL PARTIES OF THE RISKS ASSOCIATED WITH HAVING A CO-OWNER WHO IS NOT A SIGNATORY, AND IT IS FURTHER EXPRESSLY PROVIDED THAT THE PARTY WHO TRANSFERRED HIS/HER INTEREST WITHOUT COMPLYING WITH THIS SECTION IS RESPONSIBLE FOR ALL ASSOCIATED COSTS.*
- E.** The responsibilities assigned by this Section to a Party transferring his/her interest in the Property may not be delegated or assigned to an employee or agent in a manner that would relieve such Party of liability under this Section. This Section shall not be deemed to impose any responsibility or liability on a person whose interest has been transferred as a result of his/her own death or judicially declared incapacity, but shall be deemed to impose responsibility and liability on any successor to such person, including any trustee, receiver, executor, conservator, or similar person.

**8.3 TRANSFEEEE AND SUCCESSOR OBLIGATION.** For the purposes of this Section, the term "transferee" shall be deemed to include any successor, assignee or personal representative of any Party. Each "transferee", whether voluntary or involuntary, shall immediately be deemed to assume all obligations and liabilities of the Party whose ownership interest he/she obtained, regardless of whether he/she has signed the document(s) required under Section 8.2. The purpose of this Section is to provide additional protection to the Association and all Parties in the event some individual or entity acquires an interest in the Property without signing this Agreement, but is not intended to diminish or limit the responsibilities and liabilities imposed by Section 8.2. In addition, nothing in this Section or in this Agreement shall be interpreted to alter a former Party's obligations, responsibilities or liabilities under this Agreement up to and including the date of any transfer.

**8.4 MARRIAGE OR REMARRIAGE OF PARTY.** Without limiting the generality of Sections 8.2 and 8.3, it is expressly provided that, if a Party marries or enters into a registered domestic partnership, the spouse or domestic partner of such Party shall be deemed a "transferee" of such Party's interest under such Sections regardless of whether the Party actually transfers all or any portion of his/her interest to his/her spouse or domestic partner. The purpose of this provision is to avoid the circumstance where a series of events, perhaps unintended, coupled with the operation of law, effectively transfers all or a portion of a Cotenancy Share to a spouse or domestic partner who is not bound by this Agreement. Should a Party wish to prevent or restrict the rights of his/her spouse or domestic partner, and/or indemnify such spouse or domestic partner from obligations or responsibilities imposed by this Agreement, the Party may do so through a separate and private agreement between him/herself and such spouse or domestic partner.

**ARTICLE 9--FINANCING**

**9.1 GENERAL PROHIBITION AGAINST LIENS.** Except as specifically provided in this Agreement, no Cotenant shall incur any obligation in the name of the Association or individually, which obligation shall be secured either intentionally or unintentionally by a lien or encumbrance of any kind on the Property without the consent of all Cotenants. Creation of such a lien or encumbrance shall be considered an Actionable Violation.

**9.2 MECHANICS LIENS.** Whenever a Party enters into an oral or written agreement under which labor or materials are to be provided to or for the Property and associated costs are to be Individual Repair Costs, (i) the Cotenant in which that Party holds an ownership interest shall be deemed the "Contracting Cotenant", and (ii) all labor and materials provided under the agreement shall be deemed the "Contracted Labor and Materials". The Contracting Cotenant shall pay all costs associated with his/her Contracted Labor and Materials when due, and shall keep the Property free of mechanics and other liens resulting from actual or alleged non-payment of such costs. The Contracting Cotenant shall indemnify and hold harmless all Parties against any loss or expense associated with the existence of liens resulting from actual or alleged non-payment of costs associated with his/her Contracted Labor and Materials. If the Contracting Cotenant wishes to contest such a lien, he/she shall furnish the Association with a cash deposit, or a bond from a responsible corporate surety meeting the requirements of Civil Code §3143, in the anticipated amount of the claim underlying the lien including estimated costs and interest. If a final judgment establishing the validity of the claim underlying the lien is entered, the Contracting Cotenant shall satisfy the judgment within thirty (30) calendar days. If a lien has been created and the Contracting Cotenant has failed to provide the Association with a cash deposit or a bond as required by this Section, the Association may pay the claim underlying the lien, and any amount so paid shall be immediately due from the Contracting Cotenant.

**9.3 ENCUMBRANCES AND MORTGAGE PROTECTION.** This Section shall be binding upon all successors in interest (including assignees and future Lenders) of the Association and of each Cotenant and Party, including any successors in interest or assignees of a Cotenant or Party who is not a Borrower on the Effective Date, and upon any other entity or individual owning or managing the Property. The terms and conditions of this Section shall supersede any contrary provisions contained anywhere in this Agreement to the extent that they conflict with the provisions of this Section. Lenders and Lenders' successors and assigns are third-party beneficiaries to this Agreement.

**A. Definitions Applicable To Mortgage Protection.**

- (1) **"Lender"** means any financial institution, individual or entity that loans money to a Party secured by the Property or a Party's interest in the Property.
- (2) **"Borrower"** means any individual, group or entity that has borrowed money from a Lender, secured by the Property or a Party's interest in the Property.
- (3) **"Owner Through Foreclosure"** means any individual or entity acquiring title through foreclosure, or by way of a deed in lieu of foreclosure, and all successors in interest to any such individual or entity.
- (4) **"Loan Document"** means: (i) any evidence of a written promise by a Borrower to a Lender for payment of funds (including loan principal, interest, any amounts expended or advanced by the Lender to enforce the Borrower's obligations, or other costs or expenses), together with all renewals, extensions, modifications, consolidations, and substitutions; (ii) a security instrument (including a mortgage or a deed of trust) given by a Borrower to a Lender, which security interest grants the Lender a lien on the Property and/or Association to repay indebtedness; or (iii) credit arrangements, loan

agreements, environmental agreements, security agreements, security deeds, collateral mortgages and all other instruments, agreements and documents, whether now or hereafter existing, signed in connection with any other Loan Document.

- (5) **"TIC Agreement"** means the Agreement governing the rights and obligations of all Parties for purposes of managing and maintaining the Property.

- B. Right To Create Encumbrance.** Any Cotenant may create an encumbrance which is solely against his/her interest in the Property provided that (i) any holder of the encumbrance, or purchaser following foreclosure, shall take title to any interest in the Property subject to all of the provisions of the TIC Agreement and shall be entitled to no greater rights than the person(s) who signed the document creating the encumbrance (except as provided below in this Section), and (ii) if such encumbrance secures an obligation to an institutional lender, it is fully assumable by a reasonably qualified successor in interest (under the Lender's normal underwriting guidelines applicable to Association financing) for a reasonable fee. Under no circumstances shall any Party or the Association incur any obligation in the name of the Association or individually, which obligation shall be secured by a blanket lien or encumbrance on the entire Property.
- C. Obligation To Protect Lenders From Liens.** The Association must collect and pay, prior to the date when payments are due, required payments for taxes, special taxes, assessments or charges (including water and sewer), fines, or impositions which are levied against or on account of the Property, which taxes, special taxes, assessments or charges (including water and sewer), fines, or impositions have priority over or are equal to the interest of a Lender under a Loan Document. The Association shall notify each Lender within thirty (30) days of the date that there is a failure by the Association or any Cotenant to make a required payment owing to the Association, or when the failure to make required payments to any individual or entity could result, or has resulted, in the imposition of a lien or against the Property.
- D. Post-Foreclosure Rights.**
- (1) An Owner Through Foreclosure, (i) shall be entitled to all of the rights allocated by the TIC Agreement to the person whose interest was foreclosed, which rights shall not be diminished by any prior or subsequent act or omission of such person, (ii) shall be exempt from the requirements of Section 3.3B(2), and (iii) except as provided elsewhere in this Section, shall be otherwise subject to the provisions of the TIC Agreement.
- (2) Notwithstanding anything to the contrary in this Agreement, in addition to all remedies available under applicable law (including the remedies for breach of a rental agreement), if, (i) the Unit(s) assigned to the interest(s) which have been foreclosed upon is tenant occupied at the time of the foreclosure, and (ii) the monthly rent paid by such tenant is less than EIGHTY-FIVE PERCENT (85%) of the foreclosed upon Cotenant's Regular Assessment plus the foreclosed-upon Cotenant's previous monthly mortgage obligation to Lender, ~~the Lender or Owner Through Foreclosure shall be permitted to undertake an Ellis Act eviction of such renters as provided in Section 3.3E subject to the following:~~
- (a) At least forty (40) calendar days prior to invoking the Ellis Act, the Owner Through Foreclosure, or the Lender, shall provide all Cotenants with a "Notice of Right To Purchase", sent by certified mail, showing the purchase price and the basis for its computation (as described below) and the contact information for the representative or agent who has the authority to conduct the sales transaction (the "Lender's Agent"). The purchase price shall be the sum of (i) all

amounts owing to Lender at the time of foreclosure (whether or not Lender entered a full credit bid), (ii) interest at the legal rate from the time of the foreclosure sale to the date of the sale to the Owner Through Foreclosure, and (iii) any costs associated with the sale of the Lender's interest to the Owner Through Foreclosure.

- (b) A Cotenant may exercise this right by providing written notice of his/her tentative intent to purchase (a "Notice of Tentative Intent"), by certified mail postmarked no later than ten (10) calendar days from the date of the postmark of the Notice of Right To Purchase, and then providing written notice of his/her final intent to purchase (a "Notice of Final Intent") by certified mail postmarked no later than ten (10) calendar days from the date of the postmark of the Notice of Tentative Intent. The Notice of Final Intent shall be binding. If more than one (1) Cotenant provides a Notice of Final Intent, competitive bidding shall be permitted and the Lender's Agent shall determine the purchaser.
- (c) Failure to complete the purchase on the terms and conditions stated in the Notice of Final Intent within sixty (60) calendar days of the Effective Date of the Notice of Final Intent shall be an Actionable Violation. If a Cotenant fails to provide either Notice, he/she waives his/her Right to Purchase. The time periods provided in this Section will not be extended under any circumstances, including filing of bankruptcy, unless the Lender's Agent provides written consent.
- (d) In the event either (i) no Cotenant elects to exercise his/her Right to Purchase, or (ii) a Cotenant fails to complete a purchase on the terms and conditions stated in the Notice of Final Intent within sixty (60) calendar days of the postmark of the Notice of Final Intent, the Lender or Owner Through Foreclosure shall be permitted to invoke the Ellis Act at its sole discretion, provided he/she/it serves all tenants residing in each residential Unit with an eviction notice within twelve (12) months of acquiring title to the foreclosed interest.

**E. Effect Of Association Enforcement.** No action taken by the Association, or by any Party, to enforce an obligation imposed by the TIC Agreement, including but not limited to a forced sale, a judicial or non-judicial foreclosure, or the creation of a lien of any kind, shall:

- (1) Diminish, undermine or in any way affect, the rights of any Lender under a Loan Document, including a Loan Document recorded after the occurrence which provides the basis for the enforcement action by the Association or Party;
- (2) Impair the right of a Lender, under a Loan Document, or of any Owner Through Foreclosure, to transfer the usage or possessory rights explicitly assigned to such Lender's Borrower under the TIC Agreement in effect at the time the Loan Document was created. In furtherance of the preceding sentence, the Association shall cooperate in the efforts of a Lender to transfer usage or possessory rights, including allowing open houses, and signing deeds and related sales documentation.

An Owner Through Foreclosure shall take title free of any liens or claims and shall be obligated to pay only assessments or other charges that come due and payable after the date he/she/it acquired title. Accordingly, any claims of equitable subordination or subrogation that could be raised under California Civil Code Section 2903 or any successor or corollary statute are waived by all Parties and by the Association against any such any Owner Through Foreclosure.

- F. Rights Of First Refusal.** Any right of first refusal or purchase option shall not bind a Lender and shall not impair the rights of a Lender (i) to foreclose or take title pursuant to the remedies provided in a Loan Document, (ii) to accept a deed (or assignment) in lieu of foreclosure in the event of a default under a Loan Document, or (iii) to sell or lease or transfer a Cotenancy Share acquired by the Lender following default under a Loan Document.
- G. Borrower Information.** Any Lender can, but is not obligated to, furnish information to the Association concerning the status of any Loan Document.
- H. Proceeds Priority.** Each Lender shall have priority over the rights of its Borrower and the Association and their assignees and/or successors in case of distribution of proceeds allocated to its Borrower under this Agreement from a voluntary or involuntary sale of the entire Property (regardless of the manner in which such sale is triggered and who or how it is triggered), distribution of insurance, or condemnation awards for losses to or a taking of such Borrower's interest in the Property. Any provision to the contrary in the TIC Agreement is void. All fire and all physical loss or extended coverage insurance policies shall contain loss payable clauses naming all Lenders, as their interests may appear, as loss payees, and the provisions of this Section shall be conclusive evidence of the Lender's rights under any such policies.
- I. Acts Requiring Lender Consent.** The prior written consent of all Lenders shall be required to take any of the following actions:
- (1) Abandon the Property, terminate the TIC Agreement, or take any action which would trigger a legal requirement or claim that any previously owner-occupied portion of the Property be rented; At any Lender's option, a Loan Document may provide that any of these events will automatically be deemed to impair Lender's security interest in the Property;
  - (2) Change the method of determining the obligations, assessments, dues or other charges that may be levied against a Cotenant, or to change the allocation of any distributions of hazard insurance proceeds or condemnation awards;
  - (3) Fail to maintain fire and extended coverage on the Property in an amount not less than one hundred percent (100%) of the insurable value based on current replacement cost; and
  - (4) Amend any provision of the TIC Agreement.
- In addition, a sale of the entire Property shall require the approval of all Cotenants and Lenders. Any action taken in violation of this Subsection is void and unenforceable against every Lender and its successors. Lender consent may be withheld solely at the discretion of the Lender.
- J. Acts Requiring Lender Notice.** The Association shall provide each Lender with a copy of the Annual Certificate of Validity certified by the Manager to be a true and correct copy, as provided in Section 6.3, as well as written notice of the following:
- (1) Any Notice which the Association gives to a Cotenant upon whose interest the Lender has a lien, regarding any breach of the TIC Agreement or any termination of any such Cotenant's rights to use, rent, or remain in possession of his/her assigned Unit and/or Exclusive Use Common Area;

- (2) Any amendment to the TIC Agreement, including but not limited to any amendment of any Exhibit to the TIC Agreement;
- (3) Any legal action that the Association commences to enforce any rights or remedies provided in the TIC Agreement against a Cotenant upon whose interest the Lender has a lien;
- (4) The occurrence of any loss, casualty, condemnation, or eminent domain which decreases or impairs the value of the interest encumbered by any of its Loan Documents;
- (5) The initiation of a lawsuit or legal proceeding against the Association or any Cotenant, seeking to challenge or invalidate any particular use of the Property, asserting that the Property is in violation of any local, state, or federal law or regulation, or challenging the enforceability of the TIC Agreement; and
- (6) Any lapse or cancellation of any Association insurance policy.

Failure of a Lender to receive a notice required by this Section shall not be construed to benefit a Party or to impede the Association from enforcing the TIC Agreement.

**K. Lender Entry.** The Association and each Party hereby represent and acknowledge that all Lenders have the following rights and licenses which are in addition and separate and independent of the rights of any Party upon whose interest such Lender has a lien:

- (1) The right and license at any time, in furtherance of or subsequent to judicial or non-judicial foreclosure by Lender of any of the Lender's Loan Documents, to enter its Borrower's assigned Unit and Exclusive Use Common Area in person, or by agent or receiver, and to possess and use the Unit and Exclusive Use Common Areas for the purpose of exercising any of its rights, powers or remedies with respect to the Property or any personal property collateral for its loan, including but not limited to the right to remove any and all personal property collateral from the Unit and Exclusive Use Common Area, and to take such other action with respect to any and all of the personal property collateral which Lender desires; and
- (2) Subject to at least ten (10) days prior written notice from a Lender to the Association, the right and license, at any time during the term of any of the Lender's Loan Documents, to exercise any creditor's rights; provided, however, that if any emergency exists which makes the giving of such notice impracticable, or would materially jeopardize the Lender's rights, then reasonable notice under the circumstances shall suffice.

~~As a condition to the exercise of the rights set forth in this Subsection, all Regular Assessments owed by the Lender's Borrower for all periods during which use and possession of the Unit is retained by the Lender, and for those periods only, shall be paid by the Lender (if they have not been paid by the Lender's Borrower). To the extent there is a conflict between the terms of this Subsection and the Loan Documents, the terms of this Subsection shall be superceded by the Loan Documents.~~

**L. Lender Right To Attend Meetings.** Because of its financial interest in the Property, any Lender may, but has no duty to, appear (but cannot vote, except as otherwise provided in the TIC Agreement) at meetings of Cotenants or any board or committee to draw attention to

violations of this Agreement that have not been corrected or that have been made the subject of remedial proceedings or assessments, or for general information purposes. No provision of the TIC Agreement shall operate to make any Lender directly responsible for an obligation of its Borrower, unless that obligation is assumed in writing by an authorized representative of the Lender.

- M. Lender Right To Inspect Records.** Because of its financial interest in the Property, any Lender may inspect and copy any Association record, including those containing any Party's current address, the books of accounts and other financial records, and minutes of meetings of the Cotenants or any board or committee, for any purpose reasonably related to their interests as a Lender. At the request of any Lender, the custodian of Association records shall provide the names, mailing addresses, telephone numbers and voting rights of each Cotenant. The Association shall establish reasonable rules for (i) notice to be given to the custodian of Association records by a Lender requesting inspection and copying of documents, (ii) hours and days of the week during which inspection and copying shall be permitted, and (iii) payment of copying costs. No original documents shall be removed for copying. Inspection and or copying of records shall be in the city where the Property is located, during normal business hours, and within fifteen (15) business days of receipt of said notice.
- N. Bankruptcy Effect.** The initiation of any proceedings under the United States Bankruptcy Code by the Association, or by any Cotenant or Party, shall not operate to alter, supersede or diminish any rights of any Lender under the TIC Agreement.
- O. Condominium Conversion Effect.** Subdivision of the Property into condominiums shall not alter or amend any obligations of any Borrower to his/her Lender. The Association shall not transfer title to any condominium without the consent of all Lenders.
- P. Marriage Effect.** If a Borrower marries or enters into a registered domestic partnership during the term of the TIC Agreement, the Borrower shall obtain the signature of his/her spouse/domestic partner to the TIC Agreement, and shall present evidence of this fact to his/her Lender. If a Borrower marries or enters into a registered domestic partnership during the duration of the TIC Agreement, the spouse/domestic partner of the Borrower shall be equally bound to all of the terms and conditions of the TIC Agreement. In addition, all of the terms and conditions of the TIC Agreement shall be enforceable in the event that the Property or any rights under the TIC Agreement is transferred or awarded to the Borrower's spouse/domestic partner or creditors under a decree of divorce or judgment of dissolution or separate maintenance.
- Q. Partition.** The Association, each Party and all successors in interest, and all Lenders and their successors in interest, for a period of seventy five (75) years, unconditionally waive the right to partition the Property under California Code of Civil Procedure §872.010, *et seq.* or any successor or corollary statute or law, unless one of the following conditions is satisfied: (i) More than three years before the filing of the action, the Property was damaged or destroyed, so that a material part was rendered unfit for its prior use, and the Property has not been rebuilt or repaired substantially to its state prior to the damage or destruction, or (ii) Three-fourths or more of the Property is destroyed or substantially damaged and more than fifty percent (50%) of the Cotenants oppose repair or restoration. Without acknowledging the right of any person to do so, in the event of partition of the Property, the Association, each Party and any successors in interest, and all assignees or creditors of such parties, waive any right to claim that said action in any way prohibits, limits, diminishes or interferes with any Lender's rights under the TIC Agreement, and further waive any right to claim that said action in any way prohibits, limits, diminishes or interferes with any Lender's right to pursue all rights and remedies under its Loan Documents, including but not limited to the right to foreclose and the right to obtain

timely and full payment of its loan prior to any payment to such Lender's Borrower under the partition action.

- R. **Dispute Resolution** Lender shall not be subject to the alternative dispute resolution provisions of the TIC Agreement.

## ARTICLE 10--DEFAULT

### 10.1 ACTIONABLE VIOLATION.

- A. **Definition of Actionable Violation.** An "Actionable Violation" shall be any of the following:

- (1) **Breach of Promise.** Failure to timely fulfill any obligation stated in this Agreement, or any amendment or supplement to this Agreement;
- (2) **Nuisance.** Use of the Property which (i) unreasonably interferes with the quiet enjoyment of the Property, (ii) is noxious, illegal, seriously annoying or offensive to a person of reasonable sensibility, (iii) increases the rate of insurance for the Property or causes any insurance policy to be canceled or not renewed, (iv) impairs the structural integrity of the Property, (v) is in violation of a Governmental Regulation, or (vi) will or may decrease the attractiveness or desirability of the Property;
- (3) **Creation of Lien.** Any act or omission (not authorized by this Agreement) which results in the creation of a lien or encumbrance of any kind on the Property; and
- (4) **Frustration of Purpose.** Any act in contravention of this Agreement or which makes the performance of the obligations described in this Agreement impossible.

- B. **Consequences of Actionable Violation.**

- (1) **Right of Other Parties to Perform.** Any Party shall have the right to perform any act required to negate an Actionable Violation and to assess all related costs and expenses against the Party who committed the Actionable Violation (the "Violating Party"), or any Cotenant in which the Violating Party holds an ownership interest (the "Violating Cotenant"). A Party may advance funds for this purpose personally, or, with the approval of a majority of Cotenants, from Association reserve funds. All advances shall constitute loans to the Violating Cotenant at an interest rate equal to the maximum rate allowed by law, compounded annually, due and payable immediately.
- (2) **Consequential Losses.** The Violating Cotenant shall be liable for all damages or losses which result from the Actionable Violation including late charges, penalties, fines, attorney's fees and court or arbitration costs.
- (3) **Liquidated Damages.** The Parties agree that a portion of the loss and extra expense incurred by the Association as a consequence of an Actionable Violation would be difficult to ascertain and that FIVE HUNDRED AND 00/100 DOLLARS (\$500.00) is a reasonable estimate of such loss and extra expense. The Violating Cotenant shall pay this amount to the Association as liquidated damages in addition to all other compensation due under this Section provided a majority of Cotenants vote to require

such payment. Liquidated damages shall be an asset of the Association and shall be deposited in the Association Operating Account.

- C. Notice of Actionable Violation.** A "Notice of Actionable Violation" shall include (i) a description of an Actionable Violation and (ii) a statement of all acts and/or omissions required to negate the Actionable Violation (if negation is possible), including but not limited to the payment of damages as required under the preceding Subsection. Any Party may provide a Notice of Actionable Violation to any other Party.
- D. Stay of Actionable Violation.** Provided the alleged Actionable Violation is not a non-payment or underpayment of a Regular Assessment, Special Assessment, or Reimbursement Assessment, if a Violating Cotenant can demonstrate, with verifiable written records, that he/she/it has initiated the dispute resolution procedures described in Section 11.10, the Actionable Violation shall be deemed "Stayed". The Stay shall continue until the conclusion of arbitration. Notwithstanding the preceding sentence, a Stay shall automatically end effective on the date when the Violating Cotenant's verifiable written records first show a cessation of continuing to diligently pursue dispute resolution as described in this Agreement. While the Actionable Violation is Stayed:

- (1) The other Parties shall continue to have the right to perform obligations of the Violating Cotenant, make interest bearing advances to the Violating Cotenant, and assess damages against the Violating Cotenant, as provided in this Agreement;
- (2) All obligations of the Violating Cotenant under this Agreement shall remain in effect and timely compliance shall continue to be required; and
- (3) If the Violating Cotenant commits additional Actionable Violations, whether they involve the same or different acts or omissions, (i) the other Parties may respond to the new Actionable Violations as if no Stay were in effect, (ii) the new Actionable Violation(s) may be Stayed only if the Violating Cotenant agrees to submit all of them to the already pending dispute resolution process, and (iii) the Stay of the newly alleged Actionable Violations shall end simultaneously with the Stay of the originally Stayed Actionable Violation.

An Actionable Violation involving a non-payment or underpayment of a Regular Assessment, Special Assessment, or Reimbursement Assessment, shall not be Stayed under any circumstances. If the Violating Cotenant wishes to challenge the validity of the Assessment, he/she may do so by initiating alternative dispute resolution, but only after paying the Assessment.

- E. Cure of Actionable Violation.** If the Actionable Violation is not Stayed, the Violating Cotenant shall have seven (7) calendar days from the Effective Date of a Notice of Actionable Violation to "Cure" the Actionable Violation by (i) performing all acts and/or omissions described in the Notice of Actionable Violation, and (ii) providing Notice of such performance with supporting documentation to the Association and each Cotenant. If the Actionable Violation is Stayed, the Violating Cotenant shall Cure the Actionable Violation by timely performing all acts and/or omissions described in the final order resulting from arbitration or, if there was no arbitration, the final agreement resulting from other alternative dispute resolution procedures. A Party fails to Cure an Actionable Violation if such Party (i) fails to fulfill any of these requirements in time, or (ii) has received more than four (4) Notices of Actionable Violation for the same or similar acts or omissions. A Party who fails to cure an Actionable Violation has committed a Default. Notwithstanding anything to the contrary in this Section, an Actionable Violation shall not be

stayed if the Violating Cotenant has received more than four (4) Notices of Actionable Violation for the same or similar acts or omissions within the previous twenty four (24) months.

## **10.2 DEFAULT.**

- A. Definition of Default.** "Default" means failure to Cure an Actionable Violation. When a Party Defaults, any Cotenant in which the Party holds an ownership interest may be deemed a "Defaulting Cotenant".
- B. Remedies for Default.** Following Default, the Association and each of the other Parties shall be immediately entitled to any remedy described in this Agreement or available at law or equity, serially or concurrently. The pursuit of any of these remedies is not a waiver of the right to subsequently elect any other remedy. In addition, a Defaulting Cotenant that Defaults as a consequence of an Actionable Violation shall pay to the Association the sum of FIVE THOUSAND AND 00/100 DOLLARS (\$5,000.00) as liquidated damages in addition to all other payments due under this Agreement. The Parties agree that a portion of the loss and extra expense incurred by the Association as a consequence of a Default would be difficult to ascertain and that this amount is a reasonable estimate of such loss and extra expense. Liquidated damages shall be an asset of the Association and shall be deposited in the Association Operating Account.
- C. No Stay or Cure of Default.** The "Stay" and/or "Cure" procedures described in connection with Actionable Violations are intended to be the exclusive means for a Party to contest or suspend an alleged Actionable Violation. If a Party fails to avail him/herself of these procedures, he/she shall not be entitled to dispute or contest the occurrence of the Actionable Violation, or to suspend or challenge the imposition of the Default remedies permitted by this Agreement.
- D. Loss of Usage Rights on Default.** Notwithstanding anything to the contrary in this Agreement, upon Default, the Defaulting Cotenant shall automatically lose all rights to use the Property. The Association may also, in its sole discretion, seek a rental tenant for any portion of the Property assigned to the Defaulting Cotenant. To the extent that rental income is derived, the Association shall apply such income to repay amounts owed by the Defaulting Cotenant.

**10.3 FORCED SALE FOLLOWING DEFAULT.** So long as an Internal Sale has not been consummated, nothing in this Section shall affect or impair the right or ability of the Association to exercise any of its other rights and remedies under this Agreement or under applicable law.

- A. Definitions Applicable to Forced Sale.** The following initially capitalized nouns have the meanings set forth below whenever used in this Agreement:
- (1) The "Offering Date" shall be the first (1st) business day after the determination of the Appraised Value.
- (2) The "Offering Price" shall be the price at which the Defaulting Cotenant's Cotenancy Share is offered for sale at any particular time. The Offering Price on the Offering Date shall be the Appraised Value of the Defaulting Cotenant's Cotenancy Share. If the Defaulting Cotenant's Cotenancy Share is not subject to a ratified purchase contract on the thirtieth (30th) day that a particular Offering Price has been in effect, the Offering Price shall be reduced ten percent (10%).

- (3) "Intra-Association Obligations" shall be the amounts that the Defaulting Cotenant owes the Association or another Party arising from the following liabilities:
- (a) All sums owed by the Defaulting Cotenant under this Agreement;
  - (b) The reasonable cost of fulfilling all service obligations of the Defaulting Cotenant under this Agreement;
  - (c) Any sums advanced by the Association or any non-Defaulting Cotenant on behalf of the Defaulting Cotenant together with interest as imposed under this Agreement; and
  - (d) Any outstanding damages or losses which resulted from an Actionable Violation including late charges, penalties, fines, liquidated damages, attorney's fees and court costs.

**B. Internal Sale.**

- (1) The Association shall have the right, but not the obligation, to purchase the Cotenancy Share of the Defaulting Cotenant. The Association may exercise its right to purchase the Cotenancy Share of the Defaulting Cotenant at any time within one hundred eighty (180) days of the Offering Date by providing Notice to the Defaulting Cotenant of its intent to do so (the "Notice of Internal Sale"). The purchase price to be paid by the Association (the "Initial Association Price") for such interest shall be seventy five percent (75%) of the Offering Price on the Offering Date, reduced by the amount of Intra-Association Obligations. As described below, the purchase price to be paid by the Association may be adjusted upward or downward through adjustments in the balance owed on the note to be signed by the Association in favor of the Defaulting Cotenant.
- (2) Within sixty (60) days of providing the Notice of Internal Sale, the Association shall sign a note payable to the Defaulting Cotenant on the following terms:
  - (a) The note payable shall be in the amount of the Initial Association Price, subject to adjustments as described below;
  - (b) The note shall not bear interest, and shall not require periodic payment of any kind;
  - (c) The full outstanding balance of the note shall be due and payable on the earlier to occur of either (i) the resale of the Defaulting Cotenant's Cotenancy Share by the Association through the Resale Procedure described below, or (ii) one (1) year from the date on which the Association acquires full ownership and control acquired of the Defaulting Cotenant's Cotenancy Share;
  - (d) In the event of any arbitration, litigation, or other dispute resolution procedure between the Defaulting Cotenant, on one side, and the Association and/or any Party, on the other, relating to the Property or to the Association, the due date shall be deemed extended until two (2) years following the final resolution of all disputes which are the subject of such arbitration, litigation, or other dispute resolution procedure;

- (e) At the time full repayment is due, the outstanding balance of the note shall be adjusted as follows: (i) upward or downward to correspond with the actual net proceeds received by the Association through the Resale Procedure described below, reduced by the amount of Intra-Association Obligations; (ii) downward by the amount of any Assessments of any kind which have accrued against the Cotenancy Share from the date the Association acquired it through the date of note repayment; and (iii) downward by the amount of any outstanding obligation of the Defaulting Cotenant to the Association, or to any other Cotenant if the obligation is related to the Property, including attorneys fees and costs incurred by the Association in connection with enforcing its rights against the Defaulting Cotenant, acquiring the Defaulting Cotenant's Cotenancy Share, or selling or attempting to sell such Cotenancy Share through the Resale Procedure described below, unless such obligation has been subtracted under another clause of this Subsection;
  - (f) The Association may make all or any portion of the repayment due on the note by assigning any or all notes it is authorized to receive through the Resale Procedure described below; and
  - (g) The Association shall not be permitted to repay any portion of the note prior to the completion of the Resale Procedure described below.
- (3) Upon execution of its note payable to the Defaulting Cotenant, the Association shall acquire full ownership and control of the Defaulting Cotenant's Cotenancy Share. The Association shall, as quickly as reasonably possible, take such actions as are necessary, with regard to the books and records of the Association, and with regard to all governmental entities with jurisdiction over the Association, to effectuate transfer of the Cotenancy Share to the Association. All Parties acknowledge and agree that the representatives of the Association, including any of its officers, governing board members or managers, and any arbitrator, judge or other public official with appropriate jurisdiction, are permitted take such actions as are necessary to effectuate such transfer of the Cotenancy Share to the Association. Moreover, all Parties acknowledge and agree that the fact that a balance remains outstanding on the note payable to the Defaulting Cotenant as described above shall not diminish, limit or otherwise affect the Association's full and complete ownership and control of the Defaulting Cotenant's Cotenancy Share once such transfer has been effectuated.

**C. Resale Procedure.**

- (1) Within ninety (90) days of acquiring full ownership and control of the Defaulting Cotenant's Cotenancy Share, the Association shall commence reasonable efforts to locate a purchaser for the Defaulting Cotenant's Cotenancy Share at the Offering Price. The Defaulting Cotenant's Cotenancy Share may be listed for sale with an agent or broker with a sales commission to be determined by the Association in its sole discretion, provided that such sales commission shall not exceed six percent (6%) of the Offering Price, payable from sale proceeds.
- (2) The Association shall have discretion to establish the initial asking price for the Cotenancy Share, provided that such initial asking price shall be at least equal to the Offering Price on the Offering Date. Thereafter, the Offering Price shall be adjusted as provided above. The Association shall continue reasonable efforts to locate a purchaser until the earlier to occur of (i) acceptance of purchase offer as described below, or (ii) reduction of the Offering Price to zero.

- (3) The Association shall accept any purchase offer that meets all of the following criteria: (i) it is at or above the Offering Price; (ii) the purchaser makes a cash down payment which equals or exceeds ten percent (10%) of the price; (iii) The offeror agrees to pay the balance of the price in notes payable (as described below) or, if the offeror prefers, in cash; and (iv) It provides for close of escrow within sixty (60) calendar days. The Association may accept an offer meeting these requirements from any person or entity, including any Party, and may also choose at any time to purchase the Cotenancy Share on these terms. In the that event multiple offers simultaneously meet these requirements, the Association shall select the most advantageous offer. Before accepting any purchase offer, the Association may obtain a statement of the financial qualifications of the prospective transferee including a loan application, and credit report, and arrange an interview of the prospective purchaser. If a majority of Cotenants agree to do so, they may reject a prospective purchaser on any basis which is (i) reasonable and (ii) not prohibited by law.
- (4) All cash proceeds from a sale made pursuant to the Resale Procedure shall be distributed as follows:
- (a) They shall first be used to pay any commissions or costs of sale;
  - (b) Any balance remaining shall be used to pay Intra-Association Obligations to particular Parties; if there are Intra-Association Obligations owed to more than one (1) Party, the cash shall be split among such obligees in proportion to the respective obligations to each of them;
  - (c) Any balance remaining shall be used to pay Intra-Association Obligations to the Association, or any other amounts owed by the Defaulting Cotenant to the Association, including attorneys fees and costs incurred by the Association in connection with enforcing its rights against the Defaulting Cotenant, acquiring the Defaulting Cotenant's Cotenancy Share, or selling or attempting to sell such Cotenancy Share through the Resale Procedure; and
  - (d) Any balance remaining shall be paid to the Defaulting Cotenant.
- (5) To the extent the purchase price exceeds the purchaser's cash down payment, the excess amount (the "Total Note Amount") shall be paid in notes payable, distributed as follows:
- (a) If the cash proceeds have been inadequate to satisfy all obligations described in Subsections (4)(b) and (4)(c) above, a single note payable shall be signed by the purchaser in favor of all obligees collectively. The amount of such note shall be the lesser of (a) the Total Note Amount or (ii) the remaining balance of all obligations described in Subsections (4)(b) and (4)(c) above. Interest shall accrue at the rate of eight percent (8%) per annum, interest and principal shall be fully amortized over a period of three (3) years, due and payable in thirty six (36) equal monthly installments. Any such note in which the obligor is not the Defaulting Cotenant shall be secured by the Defaulting Cotenant's former Cotenancy Share. The obligees shall agree to split the proceeds of such note in proportion to the respective obligations to each of them.
  - (b) If the Total Note Amount exceeds the remaining balance of all obligations described in Subsections (4)(b) and (4)(c) above, a note payable for such excess

amount shall be signed by the purchaser in favor of the Association. The Association may assign a portion of such note to the Defaulting Cotenant in exchange for a reduction in the amount owed by the Association under its note payable signed in connection with the Internal Sale. The amount of the reduction shall be exactly equivalent to the principal amount assigned. If the Association itself purchases through the Resale Procedure, the amount of the note payable under this Subsection shall be reduced to the amount owed by the Association under its Internal Sale note, and a new note payable in such amount shall be signed by the Association in favor of the Defaulting Cotenant in such amount. Interest on any note signed under this Subsection shall accrue at the rate of four percent (4%) per annum and be deferred to maturity, all interest and principal shall be due and payable after five (5) years. The execution of such new note shall be deemed full repayment of the Internal Sale note.

- (6) If the sum of cash and notes received by the Association collectively and all Parties individually is less than the remaining balance of all obligations described in Subsections (4)(b) and (4)(c) above, the Defaulting Cotenant shall sign a note payable for the difference to all obligees collectively on the following terms: Interest shall accrue at the rate of eight percent (8%) per annum, interest and principal shall be fully amortized over a period of three (3) years, due and payable in thirty six (36) equal monthly installments.

#### 10.4 FORECLOSURE.

- A. For the purpose of securing performance of each of the obligations described in this Agreement, each Party hereby grants, transfers and conveys his/her ownership interest in the Property to Fidelity National Title Insurance Company, a corporation, as trustee, and to each of the other Parties, as beneficiaries, under the terms and conditions of that certain fictitious deed of trust recorded October 23, 1961 in Book A332 at Page 905 of the Official Records of San Francisco County, California which are hereby incorporated by reference. In the event of Default, the non-Defaulting Cotenants shall have a lien on the Defaulting Cotenant's ownership interest in the Property to the extent of the Defaulting Cotenant's Intra-Association Obligations. The non-Defaulting Cotenants, or an agent on their behalf, are granted the power to sell the Defaulting Cotenant's interest in the Property at a public sale conducted pursuant to the applicable provisions of California law for exercise of a non-judicial power of sale in a deed of trust. The non-Defaulting Cotenants are authorized to bid at such sale.
- B. For the purpose of securing performance of each of the obligations described in this Agreement, each Party hereby pledges his/her interest to the other as security for such obligations and acknowledges that such interest is subject to foreclosure rights. In the event of Default, the non-Defaulting Cotenants may proceed with judicial foreclosure or judicial execution once the obligation is reduced to judgment through arbitration.

**10.5 EVICTION.** "Eviction" means any type of action to recover possession of the Property from a Party or a Party's relatives, guests, tenants or subtenants. A Defaulting Cotenant's right to occupy any portion of the Property under this Agreement shall terminate immediately upon Default, and the Defaulting Cotenant and such Cotenant's relatives, guests, tenants or subtenants shall be subject to Eviction from the premises following service of any legally required Notices. By executing this Agreement, each Cotenant expressly agrees to waive any legal right to occupy the premises following Default. A Cotenant may proceed with legally required Notices related to Eviction immediately upon Default by another Cotenant. Following vacation of the premises, the non-Defaulting Cotenant may rent the Property to outside Parties and retain all proceeds from such rental.

**10.6 WAIVER OF STATUTORY PRIORITY.** Each Cotenant waives the benefit of statutory debtor protection, including homestead and exemption rights, to the full extent permitted by California and Federal law with respect to enforcement of obligations described in this Agreement.

## ARTICLE 11--GENERAL PROVISIONS

**11.1 APPRAISED VALUE.** Whenever this Agreement requires a determination of the "Appraised Value" of any interest in, or portion of, the Property, the value shall be determined through an appraisal process as follows:

- A.** Not later than five (5) days from the date on which this Agreement requires a Cotenant to initiate determination of Appraised Value (the "Appraisal Initiation Date"), any interested Party may retain two (2) appraisers meeting the following requirements (a "Qualified Appraiser"): (i) having at least two (2) years experience appraising real estate similar to the Property in the area where the Property is located, (ii) holding a valid real estate sales, brokerage or appraisal license, (iii) having no prior business or personal relationship with any Cotenant, and (iv) agreeing in writing to complete his/her appraisal within fourteen (14) calendar days of retention. If this Agreement does not specifically require a Cotenant to initiate determination of Appraised Value on a particular day, then the Appraisal Initiation Date shall be the date stated in a Notice to all Cotenants which may be provided by any Cotenant wishing to trigger an event requiring appraisal.
- B.** The Parties shall instruct each Qualified Appraiser to determine a fair market value for the relevant interest(s) in or portion(s) of the Property based upon the conditions which exist at the time of the appraisal or, in the case of Catastrophic Damage, based upon the conditions which existed on the date immediately preceding the Catastrophic Damage. Within fourteen (14) calendar days of the Appraisal Initiation Date, any Party who retains one or more Qualified Appraiser shall provide a complete and unaltered copy of the appraisal(s) to one (1) representative of each Cotenant. A Party waives the right to retain a Qualified Appraiser if he/she fails to timely fulfill the requirements of this Subsection.
- C.** Upon expiration of fourteen (14) calendar days following the Appraisal Initiation Date, the Manager shall determine Appraised Value as follows: (i) If only one (1) appraisal from a Qualified Appraiser is received, the Appraised Value shall be the value stated in that appraisal; (ii) If two (2) or three (3) appraisals from Qualified Appraisers are received, the Appraised Value shall be the average of the values stated in the appraisals; (iii) If four (4) or more appraisals from Qualified Appraisers are received, the Manager shall disregard the lowest and highest appraisals, and the Appraised Value shall be the average of the values stated in the remaining appraisals.
- D.** Each Party shall pay the fees of the Qualified Appraiser that he/she retains.

**11.2 NOTICES.** Except where expressly prohibited by law, whenever "Notice" is required to be given hereunder to a Party, a Cotenant, or the Association, such Notice shall be deemed properly given if done so in accordance with the following provisions.

- A. Notice to Association.** Any Notice or other communication to the Association shall be given by email to the Manager's last known email address.
- B. Notice to Cotenant.** Notices shall be considered properly given to a Cotenant when they are properly given to such Cotenant's Designated Party.

**C. Notice to Party.** Except when otherwise required by law, any Notice or other communication to a Party shall be given by email to the Party's last known email address. It shall be the responsibility of each Party (i) to regularly monitor his/her email communication, and (ii) to provide Notice to the Association when his/her email address changes. Under no circumstances shall the Association, or any of its employees, representatives, assignees or subcontractors, be responsible for the consequences when any Party fails to receive a Notice because the intended recipient either (i) failed to check his/her email account with reasonable regularity (to be defined as once every seven (7) days), or (ii) has failed to timely provide Notice to the Association of a change in his/her email address within a reasonable time after such change (to be defined as within seven (7) days of the change). Where Notice by email is expressly made inadequate by operation of law, or in other instances at the discretion of the Association, Notice to a Party may be accomplished in any manner permitted by law.

**D. Effective Date of Notice.** The "Effective Date" of a Notice shall be seven (7) calendar days after emailing. Where Notice by email is expressly made inadequate by operation of law, the Effective Date of the Notice shall be the date specified by law for the manner in which the Notice is given or, if no such date is specified, shall be ten (10) calendar days after the Notice is sent or published.

**11.3 EFFECTIVE DATE OF AGREEMENT.** The "Effective Date" of this Agreement shall be the date the Agreement is signed by the first person to sign it.

**11.4 TERMINATION OF AGREEMENT.** This Agreement shall bind the Parties for ninety (90) years or until such time as one (1) of the following events occurs: (i) One hundred percent (100%) of the Property is resold in a single transaction; (ii) The Property is converted to condominiums, ownership of the condominiums is distributed in accordance with this Agreement, and all debts and obligations of the Association are satisfied; (iii) All Cotenants explicitly agree in writing to no longer be bound by this Agreement; or (iv) This Agreement is superseded or lapses by operation of law.

**11.5 VACANCY UPON FORCED SALE.** Notwithstanding anything to the contrary in this Agreement, in the event of any Forced Sale, no proceeds shall be distributed to the affected Cotenant until (i) such Cotenant and all of his/her relatives, guests, pets, tenants or subtenants have vacated the Property and removed all personal property and debris, and (ii) such Cotenant has broom-cleaned his/her assigned Unit and Exclusive Use Common Area.

**11.6 INDEMNITY.** If a Party becomes subject to any claim, liability, obligation, or loss arising from or related to the willful or negligent act or omission of another Party, such other Party, and the Cotenant in which he/she holds an ownership interest, shall fully indemnify him/her from all associated costs and expenses including attorneys fees.

**11.7 AMENDMENTS.** This Agreement may be amended with majority approval provided that the amendment would not effectively circumvent more specific voting requirements within the document.

**11.8 CONFLICTING VERSIONS OF AGREEMENT** The "Reference Date" of this Agreement shall be the date so described in the recorded Memorandum of Agreement. Each authentic page of this Agreement shall bear the Reference Date in its footer, and pages that fail to do so shall not be deemed authentic. Where different versions of a page bear the Reference Date, the latest version on record in the files of Sirkin & Associates shall be deemed the controlling version.

**11.9 MEMORANDUM OF AGREEMENT.** The Cotenants shall sign and record a short form "Memorandum of Agreement" in the Official Records of the County of San Francisco, California.

**11.10 DISPUTE RESOLUTION.**

- A. Applicability of ADR Provisions.** In general, the provisions of this Section shall apply to all disputes between Parties, or between the Association and any Party, relating to this Agreement or the Property. However, where the Association is attempting to collect all or any portion of a Regular Assessment, Special Assessment, or Reimbursement Assessment, it shall be permitted, but not obligated, to use all or some of the procedures described below, in its sole discretion. If it chooses to invoke any of these procedures, any Party from whom it is attempting to collect such Assessment shall be obligated to participate and, in the case of arbitration, the result of the procedure shall be binding. A Party that wishes to challenge the validity of the Assessment may do so only after paying the Assessment.
- B. Meet and Confer.** Disputing Parties shall make a reasonable attempt to resolve the dispute by themselves before employing the mechanisms described in the Subsections below. For the purposes of this Subsection, a reasonable attempt shall constitute, at a minimum, an attempt by each Party to schedule a telephone discussion with the other, and participation in good faith in such a telephone discussion within fourteen (14) days of the first scheduling attempt. The failure or refusal of either Party to make the efforts described in this Section shall, in and of itself, constitute an Actionable Violation.
- C. Arbitration.**
- (1) Arbitration is a voluntary or mandatory method of resolving a dispute by delegating decision making authority to a neutral individual or panel. Except as otherwise provided in this Agreement, any dispute related to the Property or the Association shall be resolved through mandatory arbitration by the American Arbitration Association or another private arbitration service or individual acceptable to all parties. Any Party affected by a dispute may initiate arbitration by written demand. All Parties shall pursue arbitration to a conclusion as quickly as possible and conclude every case within six (6) months from the date of the initial written demand for arbitration. Arbitrators shall have discretion to allow the Parties reasonable and necessary discovery in accordance with Code of Civil Procedure §1283.05, but shall exercise that discretion mindful of the need to promptly and inexpensively resolve the dispute. If a Party refuses to proceed with or unduly delays the arbitration process, any other Party may petition a court for an order compelling arbitration or other related act, and shall recover all related expenses, including attorney's fees, unless the court finds that the Party against whom the petition is filed acted with substantial justification or that other circumstances make the recovery of such expenses unjust. An arbitration award may be entered as a court judgment and enforced accordingly. The arbitration award shall be binding in every case.
- (2) *EACH PARTY IS AGREEING TO HAVE ANY DISPUTE RELATED TO THE PROPERTY OR THE ASSOCIATION DECIDED BY ARBITRATION AND IS GIVING UP ANY RIGHTS HE/SHE MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. IF A PARTY REFUSES TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, HE/SHE MAY BE COMPELLED TO ARBITRATE. EACH PARTY'S AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.*
- (3) The following matters need not be submitted to binding arbitration: (i) An action for unlawful detainer; (ii) An action brought pursuant to the California Small Claims Act; (iii) An action or proceeding to compel arbitration, including an action to impose sanctions for frivolous or bad faith activity designed to delay or frustrate arbitration; (iv) An action or proceeding which is within the jurisdiction of a probate or domestic

relations court; or (v) An action to record a notice of pending action, or for an order of attachment, receivership, injunction or other provisional remedy which action shall not constitute a waiver of the right to compel arbitration.

**11.11 CATASTROPHIC DAMAGE.** As used in this Section, "Catastrophic Damage" means sudden and unexpected physical damage for which the Association Repair Costs will exceed forty thousand dollars (\$40,000).

- A. Obtaining Bids/Determining Funds Availability.** As soon as practical after any event causing Catastrophic Damage, the Association shall (i) determine the amount of all funding available for repair from Association funds and insurance proceeds, and (ii) obtain two or more written repair bids from separate licensed contractors. Repair bids shall include at a minimum a detailed scope of work, a fixed or not-to-exceed contract price, a completion date and a provision for adequate insurance coverage by the contractor.
- B. Decision To Repair.** Provided that repairing the damaged areas of the Property would not necessitate a Special Assessment of more than fifty thousand dollars (\$50,000) on any Cotenant, the Association shall repair, and any difference between the total funds available and the actual repair cost shall be imposed as a Special Assessment. If repair would necessitate a Special Assessment of more than fifty thousand dollars (\$50,000) on any Cotenant, the Association shall not repair unless all such Cotenants vote to do so. If the Association does not repair, it shall sell the entire Property in its then existing condition on the best available terms. The sale proceeds together with any insurance proceeds shall then be distributed as provided in Section 11.13. If the Association fails to sell the Property within a reasonable period of time, any Cotenant may bring an action for judicial partition.
- C. Repair Procedure.** All individuals or entities performing repair of Catastrophic Damage for the Association shall (i) hold all licenses legally required for such repairs and (ii) enter into a written contract with the Association which satisfies all of the requirements for repair bids specified in Subsection A. The Cotenants shall ensure that repairs are diligently pursued to completion in accordance with best construction practices prevailing in the locale at the time the work is done. Payment and performance bonds shall be required in repair contracts exceeding one hundred thousand dollars (\$100,000).
- D. Emergency Repair.** Any Cotenant may make temporary repairs or take any other necessary action in an Emergency without first complying with the provisions of this Section.

**11.12 PARTITION.** Except as otherwise provided in Section 9.3, each Party agrees to waive his/her right to seek partition or sale in lieu of partition.

**11.13 DISTRIBUTIONS.** Proceeds from condemnation, partition, sale of the entire Property, or insurance not used to repair the Property, shall be distributed among the Cotenants based upon Relative Value Percentage. Each Cotenant's share of the distribution shall be reduced by the amount of any other outstanding obligation he/she has under this Agreement.

**11.14 OTHER GENERAL PROVISIONS.** Except as specifically provided in this Agreement, no Party shall have the right to assign any of his/her rights or to delegate any of his/her duties under this Agreement without the written consent of all Cotenants. Time is expressly declared to be of the essence in this Agreement. Except as specifically provided in this Agreement, a provision of the Agreement shall be waived (i) by a Cotenant, only when a written document explicitly describing the waiver is signed by one (1) representative of the Cotenant, and (ii) by the Association, only when a written document explicitly describing the waiver is signed by one (1) representative of each Cotenant. No waiver by any Cotenant, or by the

Association, of any breach of this Agreement shall constitute a waiver of any subsequent breach of the same or different provision of this Agreement. This document contains the entire agreement of the Parties relating to any matter regarding the Property. Any prior or contemporaneous written or oral representations, modifications or agreements regarding these matters, including but not limited to those contained in any purchase agreement or preliminary commitment, shall be of no force and effect unless contained in a subsequently dated, written document expressly stating such representation, modification or agreement, signed by one (1) representative of each Cotenant. All pronouns shall be deemed to refer to the masculine, feminine, or neuter, singular or plural, as the context in which they are used may require. All headings are inserted only for convenience and ease of reference and are not to be considered in the interpretation of any provision of this Agreement. Numbered or lettered articles, sections and subsections refer to articles, sections and subsections of this Agreement unless otherwise expressly stated. In the event any claim is made by any Party relating to any conflict, omission or ambiguity in this Agreement, no presumption or burden of proof or persuasion shall be implied by virtue of the fact that this Agreement was prepared by or at the request of a particular Party or his or her counsel. Each Party hereby consents to the exclusive jurisdiction of the state and federal courts sitting in California in any action on a claim arising out of, under or in connection with this Agreement or the transactions contemplated by this Agreement. Each Party further agrees that personal jurisdiction over him/her may be effected by service of process by registered or certified mail addressed as provided in this Agreement, and that when so made shall be as if served upon him or her personally within the State of California. If any provision of this Agreement or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those to which it is held invalid shall not be affected. This Agreement may be signed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

**11.15 ATTORNEY FEES.** In the event that any dispute between the Parties related to this Agreement or to the Property should result in litigation or arbitration, the prevailing Party in such dispute shall be entitled to recover from the other Party all reasonable fees, costs and expenses of enforcing any right of the prevailing Party, including without limitation, reasonable attorneys' fees and expenses, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid whether or not such action is prosecuted to judgment. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of attorney fees and costs incurred in enforcing such judgment and an award of prejudgment interest from the date of the breach at the maximum rate allowed by law.

**11.16 ATTORNEY DISCLOSURES.** This Agreement was prepared by an attorney representing all Parties identified on its Effective Date. Each Party understands and acknowledges that his/her interests conflict with the interests of the other Parties and that the attorney preparing this Agreement is unable to adequately represent the interests of any Party individually.

Geoff Pierce 5/27/10  
Geoff Pierce DATE

Spencer K. Jones DATE  
Spencer K. Jones DATE

Tyler J. Barrick DATE  
Tyler J. Barrick DATE

Christine Han Beahn 5/22/10  
Christine Han Beahn DATE

Christopher Beahn 5/22/10  
Christopher Beahn DATE

Alexander Apke 5/26/2010  
Alexander Apke DATE

Michel Bechirian DATE  
Michel Bechirian DATE

Stephen Owens DATE  
Stephen Owens DATE

Peter M. Owens, Trustee of DATE  
The Peter M. Owens Living Trust UDT 4/6/2006

Carolyn A. Radisch, Trustee of DATE  
The Carolyn A. Radisch Living Trust UDT 4/6/2006

Association, of any breach of this Agreement shall constitute a waiver of any subsequent breach of the same or different provision of this Agreement. This document contains the entire agreement of the Parties relating to any matter regarding the Property. Any prior or contemporaneous written or oral representations, modifications or agreements regarding these matters, including but not limited to those contained in any purchase agreement or preliminary commitment, shall be of no force and effect unless contained in a subsequently dated, written document expressly stating such representation, modification or agreement, signed by one (1) representative of each Cotenant. All pronouns shall be deemed to refer to the masculine, feminine, or neuter, singular or plural, as the context in which they are used may require. All headings are inserted only for convenience and ease of reference and are not to be considered in the interpretation of any provision of this Agreement. Numbered or lettered articles, sections and subsections refer to articles, sections and subsections of this Agreement unless otherwise expressly stated. In the event any claim is made by any Party relating to any conflict, omission or ambiguity in this Agreement, no presumption or burden of proof or persuasion shall be implied by virtue of the fact that this Agreement was prepared by or at the request of a particular Party or his or her counsel. Each Party hereby consents to the exclusive jurisdiction of the state and federal courts sitting in California in any action on a claim arising out of, under or in connection with this Agreement or the transactions contemplated by this Agreement. Each Party further agrees that personal jurisdiction over him/her may be effected by service of process by registered or certified mail addressed as provided in this Agreement, and that when so made shall be as if served upon him or her personally within the State of California. If any provision of this Agreement or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those to which it is held invalid shall not be affected. This Agreement may be signed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

**11.15 ATTORNEY FEES.** In the event that any dispute between the Parties related to this Agreement or to the Property should result in litigation or arbitration, the prevailing Party in such dispute shall be entitled to recover from the other Party all reasonable fees, costs and expenses of enforcing any right of the prevailing Party, including without limitation, reasonable attorneys' fees and expenses, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid whether or not such action is prosecuted to judgment. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of attorney fees and costs incurred in enforcing such judgment and an award of prejudgment interest from the date of the breach at the maximum rate allowed by law.

**11.16 ATTORNEY DISCLOSURES.** This Agreement was prepared by an attorney representing all Parties identified on its Effective Date. Each Party understands and acknowledges that his/her interests conflict with the interests of the other Parties and that the attorney preparing this Agreement is unable to adequately represent the interests of any Party individually.

\_\_\_\_\_  
Geoff Pierce DATE

\_\_\_\_\_  
Spencer K. Jones DATE

\_\_\_\_\_  
Tyler J. Barrick DATE

\_\_\_\_\_  
Christine Han DATE

\_\_\_\_\_  
Christopher Beahn DATE

\_\_\_\_\_  
Alexander Apke DATE

M. Be 5/14/10

\_\_\_\_\_  
Michel Bechirian DATE

\_\_\_\_\_  
Stephen Owens DATE

\_\_\_\_\_  
Peter M. Owens, Trustee of DATE

The Peter M. Owens Living Trust UDT 4/6/2006


\_\_\_\_\_  
Carolyn A. Radisch, Trustee of DATE

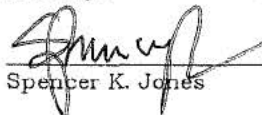
The Carolyn A. Radisch Living Trust UDT 4/6/2006

Association, of any breach of this Agreement shall constitute a waiver of any subsequent breach of the same or different provision of this Agreement. This document contains the entire agreement of the Parties relating to any matter regarding the Property. Any prior or contemporaneous written or oral representations, modifications or agreements regarding these matters, including but not limited to those contained in any purchase agreement or preliminary commitment, shall be of no force and effect unless contained in a subsequently dated, written document expressly stating such representation, modification or agreement, signed by one (1) representative of each Cotenant. All pronouns shall be deemed to refer to the masculine, feminine, or neuter, singular or plural, as the context in which they are used may require. All headings are inserted only for convenience and ease of reference and are not to be considered in the interpretation of any provision of this Agreement. Numbered or lettered articles, sections and subsections refer to articles, sections and subsections of this Agreement unless otherwise expressly stated. In the event any claim is made by any Party relating to any conflict, omission or ambiguity in this Agreement, no presumption or burden of proof or persuasion shall be implied by virtue of the fact that this Agreement was prepared by or at the request of a particular Party or his or her counsel. Each Party hereby consents to the exclusive jurisdiction of the state and federal courts sitting in California in any action on a claim arising out of, under or in connection with this Agreement or the transactions contemplated by this Agreement. Each Party further agrees that personal jurisdiction over him/her may be effected by service of process by registered or certified mail addressed as provided in this Agreement, and that when so made shall be as if served upon him or her personally within the State of California. If any provision of this Agreement or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those to which it is held invalid shall not be affected. This Agreement may be signed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

**11.15 ATTORNEY FEES.** In the event that any dispute between the Parties related to this Agreement or to the Property should result in litigation or arbitration, the prevailing Party in such dispute shall be entitled to recover from the other Party all reasonable fees, costs and expenses of enforcing any right of the prevailing Party, including without limitation, reasonable attorneys' fees and expenses, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid whether or not such action is prosecuted to judgment. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of attorney fees and costs incurred in enforcing such judgment and an award of prejudgment interest from the date of the breach at the maximum rate allowed by law.

**11.16 ATTORNEY DISCLOSURES.** This Agreement was prepared by an attorney representing all Parties identified on its Effective Date. Each Party understands and acknowledges that his/her interests conflict with the interests of the other Parties and that the attorney preparing this Agreement is unable to adequately represent the interests of any Party individually.

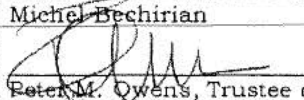
Geoff Pierce DATE  
 5/12/10  
 Tyler J. Barrick DATE


 5/24/10  
 Spencer K. Jones DATE

Christine Han Beahn DATE  
 B. Beahn

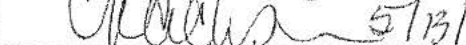
Christopher Beahn DATE

Alexander Apke DATE

Michel Bechirian DATE  
 5/16/2010  
 Peter M. Owens, Trustee of DATE

 5/12/10  
 Stephen Owens DATE

The Peter M. Owens Living Trust UDT 4/6/2006

 5/13/2010

Carolyn A. Radisch, Trustee of DATE  
 The Carolyn A. Radisch Living Trust UDT 4/6/2006

Association, of any breach of this Agreement shall constitute a waiver of any subsequent breach of the same or different provision of this Agreement. This document contains the entire agreement of the Parties relating to any matter regarding the Property. Any prior or contemporaneous written or oral representations, modifications or agreements regarding these matters, including but not limited to those contained in any purchase agreement or preliminary commitment, shall be of no force and effect unless contained in a subsequently dated, written document expressly stating such representation, modification or agreement, signed by one (1) representative of each Cotenant. All pronouns shall be deemed to refer to the masculine, feminine, or neuter, singular or plural, as the context in which they are used may require. All headings are inserted only for convenience and ease of reference and are not to be considered in the interpretation of any provision of this Agreement. Numbered or lettered articles, sections and subsections refer to articles, sections and subsections of this Agreement unless otherwise expressly stated. In the event any claim is made by any Party relating to any conflict, omission or ambiguity in this Agreement, no presumption or burden of proof or persuasion shall be implied by virtue of the fact that this Agreement was prepared by or at the request of a particular Party or his or her counsel. Each Party hereby consents to the exclusive jurisdiction of the state and federal courts sitting in California in any action on a claim arising out of, under or in connection with this Agreement or the transactions contemplated by this Agreement. Each Party further agrees that personal jurisdiction over him/her may be effected by service of process by registered or certified mail addressed as provided in this Agreement, and that when so made shall be as if served upon him or her personally within the State of California. If any provision of this Agreement or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those to which it is held invalid shall not be affected. This Agreement may be signed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

**11.15 ATTORNEY FEES.** In the event that any dispute between the Parties related to this Agreement or to the Property should result in litigation or arbitration, the prevailing Party in such dispute shall be entitled to recover from the other Party all reasonable fees, costs and expenses of enforcing any right of the prevailing Party, including without limitation, reasonable attorneys' fees and expenses, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid whether or not such action is prosecuted to judgment. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of attorney fees and costs incurred in enforcing such judgment and an award of prejudgment interest from the date of the breach at the maximum rate allowed by law.

**11.16 ATTORNEY DISCLOSURES.** This Agreement was prepared by an attorney representing all Parties identified on its Effective Date. Each Party understands and acknowledges that his/her interests conflict with the interests of the other Parties and that the attorney preparing this Agreement is unable to adequately represent the interests of any Party individually.

\_\_\_\_\_  
Geoff Pierce                      DATE

\_\_\_\_\_  
Spencer K. Jones                      DATE

\_\_\_\_\_  
Tyler J. Barrick                      DATE

\_\_\_\_\_  
Christine Han Beahn                      DATE

\_\_\_\_\_  
Christopher Beahn                      DATE

\_\_\_\_\_  
Alexander Apke                      DATE

\_\_\_\_\_  
Michel Bechirian                      DATE

\_\_\_\_\_  
Stephen Owens                      DATE

\_\_\_\_\_  
Peter M. Owens, Trustee of                      DATE  
The Peter M. Owens Living Trust UDT 4/6/2006

\_\_\_\_\_  
Carolyn A. Radisch, Trustee of                      DATE  
The Carolyn A. Radisch Living Trust UDT 4/6/2006

**FIRST RESTATED TENANCY IN COMMON AGREEMENT  
FOR**

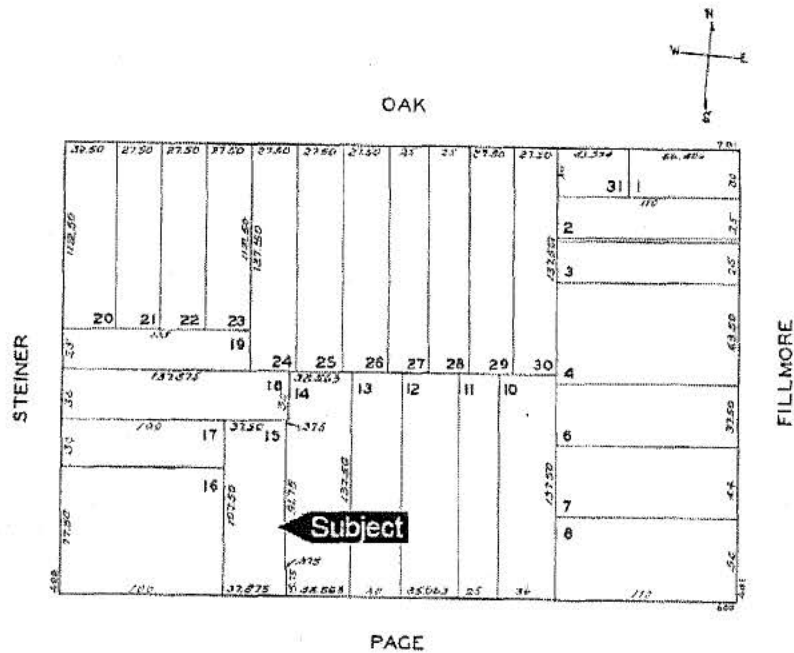
**668-670-672-674-676-678 PAGE STREET**

**EXHIBIT "A"  
COTENANT IDENTITY**

IDENTITY	UNIT	PRICE
<b>Cotenant One:</b> Geoff Pierce	668	\$590,000
<b>Cotenant Two:</b> The Peter M. Owens Living Trust The Carolyn A. Radisch Living Trust Stephen Owens	670	\$218,500
<b>Cotenant Three:</b> Spencer K. Jones Tyler J. Barrick	672	\$535,000
<b>Cotenant Four:</b> Christine Han Beahn Christopher Beahn	674	\$639,000 \$
<b>Cotenant Five:</b> Alexander Apke	676	\$629,000 \$
<b>Cotenant Six:</b> Michel Bechirian	678	\$489,000

**FIRST RESTATED TENANCY IN COMMON AGREEMENT  
FOR  
668-670-672-674-676-678 PAGE STREET**

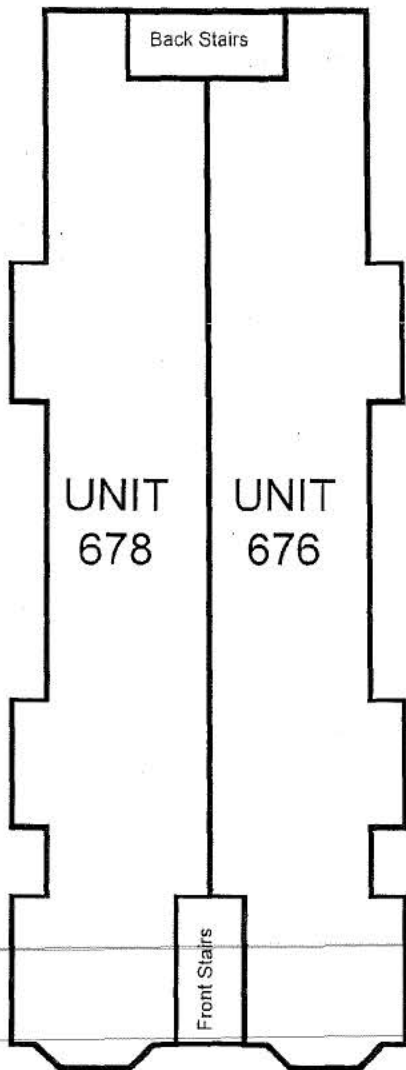
**EXHIBIT B  
UNIT DIAGRAMS**



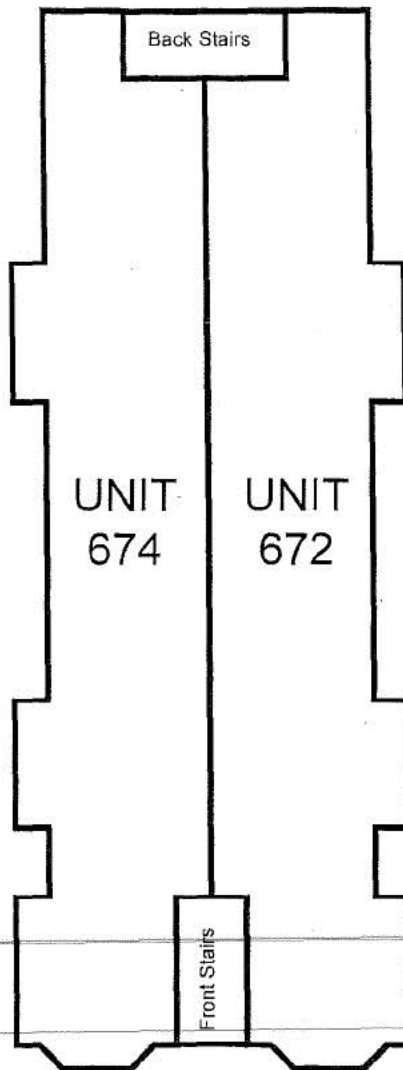
**PROPERTY LOCATION**  
Not to Scale

**FIRST RESTATED TENANCY IN COMMON AGREEMENT  
FOR  
668-670-672-674-676-678 PAGE STREET**

**EXHIBIT B  
UNIT DIAGRAMS**



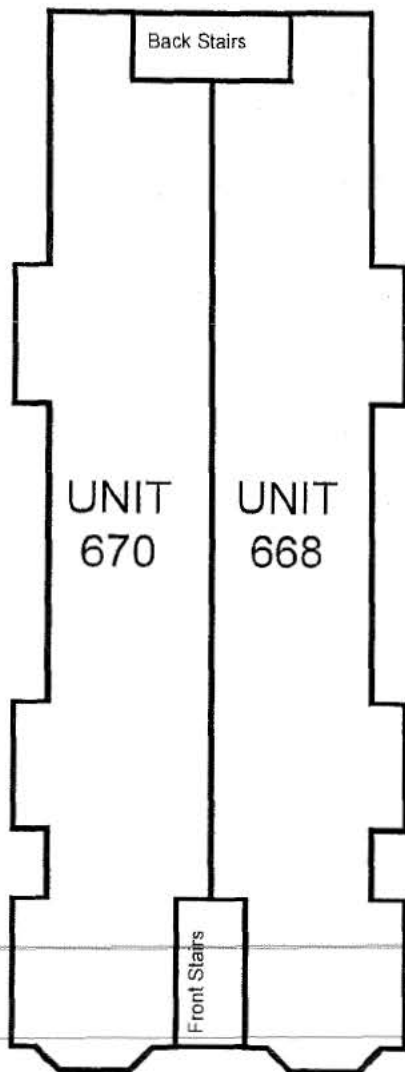
**3rd FLOOR:  
UNITS 676 & 678**  
Not to Scale



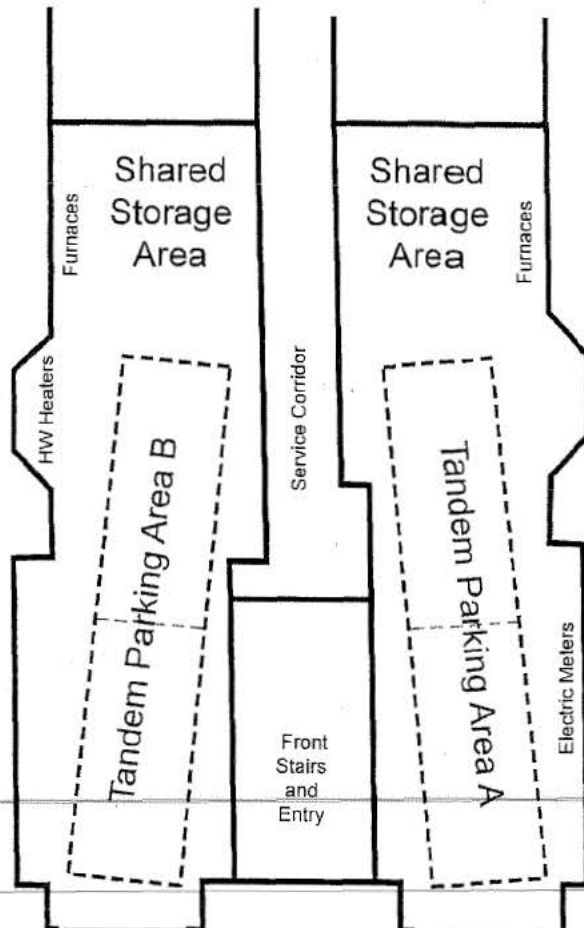
**2nd FLOOR:  
UNITS 672 & 674**  
Not to Scale

FIRST RESTATED TENANCY IN COMMON AGREEMENT  
FOR  
668-670-672-674-676-678 PAGE STREET

EXHIBIT B  
UNIT DIAGRAMS



1st FLOOR:  
UNITS 668 & 670  
Not to Scale



STREET LEVEL:  
GARAGES & STORAGE  
Not to Scale

**EXHIBIT "C" TO TENANCY IN COMMON AGREEMENT  
FOR  
668-670-672-674-676-678 PAGE STREET**

**Skylights over Unit 676**

The costs of installation, maintenance, building insurance cost increases, and any damage to the building resulting from the skylights over unit 676 shall be the sole responsibility of the Cotenants assigned to unit 676.

If asbestos is found in the roof during installation, the Cotenants assigned to unit 676 will be responsible for removing it if the city requires that it be removed upon discovery.

The cost of repairs for any future damage to the roof or building or required additional maintenance to the roof or building that is proven by an independent licensed contractor to be directly related to the installation/existence of the skylights shall be the responsibility of the Cotenants assigned to unit 676.

The cost of replacing or repairing the skylights due to any damage from any source will not be covered by the building insurance.

Installation will only take place Monday through Friday and only between the hours of 9:00am and 5:00pm.

**Satellite Receiver Connected to Unit 672**

The costs of installation, maintenance, building insurance cost increases, and any damage to the building resulting from the satellite receiver connected to unit 672 shall be the sole responsibility of the Cotenants assigned to unit 672.

The cost of repairs for any future damage to the roof or building or required additional maintenance to the roof or building that is proven by an independent licensed contractor to be directly related to the installation/existence of the satellite receiver connected to unit 672 shall be the responsibility of the Cotenants assigned to unit 672.

The cost of replacing or repairing the satellite receiver connected to unit 672 due to any damage from any source will not be covered by the building insurance.

---

**Satellite Receiver Connected to Unit 674**

---

The costs of installation, maintenance, building insurance cost increases, and any damage to the building resulting from the satellite receiver connected to unit 674 shall be the sole responsibility of the Cotenants assigned to unit 674.

The cost of repairs for any future damage to the roof or building or required additional maintenance to the roof or building that is proven by an independent licensed contractor to be directly related to the installation/existence of the satellite receiver connected to unit 674 shall be the responsibility of the Cotenants assigned to unit 674.

The cost of replacing or repairing the satellite receiver connected to unit 674 due to any damage from any source will not be covered by the building insurance.

Signed:

Alexandra Jones  
Alexandra Jones

8/4/04  
Date

Peter Owens  
Peter Owens

8/10/04  
Date

Wendell Lee  
Wendell Lee

8/4/04  
Date

Ted Dubasik  
Ted Dubasik

8/4/04  
Date

Melissa Dubasik  
Melissa Dubasik

8/4/04  
Date

Michel Bechirian  
Michel Bechirian

August 4 '04  
Date

Jennifer Stebner  
Jennifer Stebner

8/4/04  
Date

Daniel Fineman  
Daniel Fineman

                      
Date

**FIRST RESTATED TENANCY IN COMMON AGREEMENT  
FOR  
668-670-672-674-676-678 PAGE STREET**

**EXHIBIT "D"  
ANNUAL CERTIFICATE OF VALIDITY**

In order to clearly display changes to the "FIRST RESTATED TENANCY IN COMMON AGREEMENT FOR 668-670-672-674-676-678 PAGE STREET" dated May 10, 2010 (the "Agreement"), the undersigned, comprising all of the Parties, shall provide information about such changes on an annual basis in this Annual Certificate of Validity ("Annual Certificate").

1. Amendments.

\_\_\_\_\_ No changes ever. If this space is initialed, the Agreement has never been amended, altered or otherwise supplemented in any way.

\_\_\_\_\_ No changes since last Annual Certificate. If this space is initialed, the Agreement has not been amended, altered or otherwise supplemented in any way since the last Annual Certificate.

\_\_\_\_\_ Change to Agreement Language. If this space is initialed, the Parties have changed, amended, or supplemented the Introduction, Recitals, or Articles of the Agreement. True and correct copies of all documents amending, altering or otherwise supplementing the Agreement are attached to this Annual Certificate.

\_\_\_\_\_ Change to Exhibit "A". If this space is initialed, the Parties have changed the information in Exhibit "A", including any changes to the assignment of Exclusive Use Common Area (such as storage, parking, or outdoor areas). A true and correct copy of the revised Exhibit "A" is attached to this Annual Certificate.

\_\_\_\_\_ Change to the Unit Diagram. If this space is initialed, the Parties have changed the Unit Diagram in Exhibit "B". A true and correct copy of the currently revised Unit Diagram is attached to this Annual Certificate.

\_\_\_\_\_ Transfer of Ownership. If this space is initialed, one or more Cotenancy Shares have been transferred. True and correct copies of all previous Assumption and Release of Obligations for each transfer are attached to this Annual Certificate.

2. Record of Current Third Party Rentals. The following chart accurately lists all Units located in the Property that are not owner occupied as of the date of this Annual Certificate, along with the names of all occupants, rental amount, and remaining duration of any rental agreement, for each such Unit.

Unit	Occupant Names	Rent Amount	Lease End

© May 10, 2010 by D. Andrew Sirkin. This document and its contents have been licensed by the author for use in connection with one particular property only. Any reproduction or use of this document, its content, or its format in connection with any property other than 668-670-672-674-676-678 Page Street requires the written consent of the author.

*(If more room is needed, attach an additional page with the above chart)*

In order to validate this Annual Certificate, at least one (1) representative of each Cotenant and the Manager shall sign in front of a Notary Public.

THE COTENANTS:

_____	DATE	_____	DATE
_____	DATE	_____	DATE
_____	DATE	_____	DATE

THE MANAGER:

\_\_\_\_\_

DATE

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

ON \_\_\_\_\_ before me, \_\_\_\_\_

personally appeared \_\_\_\_\_

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 he/she/they signed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity acting on behalf of which the person(s) acted, signed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.

Witness my hand and official seal.

Signature \_\_\_\_\_

**FIRST RESTATED TENANCY IN COMMON AGREEMENT  
FOR  
668-670-672-674-676-678 PAGE STREET**

**EXHIBIT "E"  
ASSUMPTION AND RELEASE OF OBLIGATIONS**

This document (the "Assumption and Release of Obligations") pertains to property commonly known as 668-670-672-674-676-678 PAGE STREET, SAN FRANCISCO, CALIFORNIA (the "Property"), for which there exists an Agreement entitled "FIRST RESTATED TENANCY IN COMMON AGREEMENT FOR 668-670-672-674-676-678 PAGE STREET" dated May 10, 2010 (the "Agreement"). An interest in the Property, which interest is identified in the Agreement as "Cotenant \_\_\_\_\_" (the "Transfer Share") is being transferred by \_\_\_\_\_ (collectively the "Transferor"), to \_\_\_\_\_ (the Transferee). The full purchase price being paid by Transferee to Transferor for such interest is \_\_\_\_\_. Under the Agreement, the Transferee is assigned the exclusive right to use the following spaces within the Property: \_\_\_\_\_.

Transferee has read and fully understands all of the terms and conditions of the Agreement, and agrees to abide by each and every one of them. Transferee shall assume all of the duties and obligations, and shall be entitled to all the rights and benefits, of the Transfer Share, and Transferor is hereby released from all such duties and obligations and hereby relinquishes all such rights and benefits. Exhibit "A" of the Agreement is hereby replaced and superseded by Exhibit "A" to this Assumption and Release of Obligations. **THIS ASSUMPTION AND RELEASE OF OBLIGATIONS INCLUDES AN UPDATED EXHIBIT "A".**

\_\_\_\_\_, as Manager under the Agreement, certifies that:

- \_\_\_\_\_ No changes ever. If this space is initialed, the Agreement has never been amended, altered or otherwise supplemented in any way.
- \_\_\_\_\_ No changes since last Annual Certificate. If this space is initialed, the Agreement has not been amended, altered or otherwise supplemented in any way since the Annual Certificate of Validity dated \_\_\_\_\_.
- \_\_\_\_\_ Change to Agreement Language. If this space is initialed, the Parties have changed, amended, or supplemented the Introduction, Recitals, and/or Articles of the Agreement. True and correct copies of all documents amending, altering or otherwise supplementing the Agreement are attached to this Assumption and Release of Obligations.
- \_\_\_\_\_ Change to Exhibit "A". If this space is initialed, the Parties have changed the information in Exhibit "A", including any changes to the assignment of Exclusive Use Common Area (such as storage, parking and/or outdoor areas). A true and correct copy of the revised Exhibit "A" is attached to this Assumption and Release of Obligations.
- \_\_\_\_\_ Change to the Unit Diagram. If this space is initialed, the Parties have changed the Unit Diagram shown in Exhibit "B". A true and correct copy of the revised Unit Diagram is attached to this Assumption and Release of Obligations.
- \_\_\_\_\_ Transfer of Ownership. If this space is initialed, there have been one or more transfers

© May 10, 2010 by D. Andrew Sirkin. This document and its contents have been licensed by the author for use in connection with one particular property only. Any reproduction or use of this document, its content, or its format in connection with any property other than 668-670-672-674-676-678 Page Street requires the written consent of the author.

of Cotenancy Shares other than the transfer of ownership which is the subject of this Assumption and Release of Obligation. A true and correct copy of the Assumption and Release of Obligations for all previous transfers is attached to this Assumption and Release of Obligations.

\_\_\_\_\_ Change to the Record of Current Third Party Rentals. If this space is initialed, there has been a change in the Record of Third Party Rentals provided in the Annual Certificate of Validity dated \_\_\_\_\_. A true and correct copy of the current Record of Current Third Party Rentals is attached to this Assumption and Release of Obligations.

SELLER:

\_\_\_\_\_  
DATE DATE

BUYER:

\_\_\_\_\_  
DATE DATE

MANAGER:

\_\_\_\_\_  
DATE

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

ON \_\_\_\_\_ before me, \_\_\_\_\_  
personally appeared \_\_\_\_\_

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 he/she/they signed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity acting on behalf of which the person(s) acted, signed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.

Witness my hand and official seal.

Signature \_\_\_\_\_

**FIRST RESTATED TENANCY IN COMMON AGREEMENT  
FOR  
668-670-672-674-676-678 PAGE STREET**

**EXHIBIT "F"  
REFINANCE CERTIFICATE**

This document ("Refinance Certificate") pertains to property commonly known as 668-670-672-674-676-678 PAGE STREET, SAN FRANCISCO, CALIFORNIA (the "Property"), for which there exists an Agreement entitled "FIRST RESTATED TENANCY IN COMMON AGREEMENT FOR 668-670-672-674-676-678 PAGE STREET" dated May 10, 2010 (the "Agreement"). The purpose of this Refinance Certificate is to assist \_\_\_\_\_ (hereafter the "Refinancing Cotenant") with his/her/their application to refinance his/her/their individual encumbrance on his/her/their Cotenancy Share.

\_\_\_\_\_, as Manager under the Agreement, certifies that:

- \_\_\_\_\_ No changes ever. If this space is initialed, the Agreement has never been amended, altered or otherwise supplemented in any way.
- \_\_\_\_\_ No changes since last Annual Certificate. If this space is initialed, the Agreement has not been amended, altered or otherwise supplemented in any way since the Annual Certificate of Validity dated \_\_\_\_\_.
- \_\_\_\_\_ Change to Agreement Language. If this space is initialed, the Parties have changed, amended, or supplemented the Introduction, Recitals, and/or Articles of the Agreement. True and correct copies of all documents amending, altering or otherwise supplementing the Agreement are attached to this Refinance Certificate.
- \_\_\_\_\_ Change to the Unit Diagram. If this space is initialed, the Parties have changed the Unit Diagram shown in Exhibit "B". A true and correct copy of the currently effective Unit Diagram is attached to this Refinance Certificate.
- \_\_\_\_\_ Change to Exhibit "A". If this space is initialed, the Parties have changed the information in Exhibit "A", including any changes to the assignment of Exclusive Use Common Area (such as storage, parking and/or outdoor areas). A true and correct copy of the revised Exhibit "A" is attached to this Refinance Certificate.
- \_\_\_\_\_ Transfer of Ownership. If this space is initialed, one or more Cotenancy Shares have been transferred. A true and correct copy of the Assumption and Release of Obligations for all previous transfers is attached to this Refinance Certificate.
- \_\_\_\_\_ Change to the Record of Current Third Party Rentals. If this space is initialed, there has been a change in the Record of Third Party Rentals provided in Section 2 of the Annual Certificate of Validity dated \_\_\_\_\_. A true and correct copy of the Record of Current Third Party Rentals is attached to this Refinance Certificate.

REFINANCING COTENANT(S):

\_\_\_\_\_  
DATE  
MANAGER: \_\_\_\_\_ DATE

\_\_\_\_\_  
DATE

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

ON \_\_\_\_\_ before me, \_\_\_\_\_

personally appeared \_\_\_\_\_

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 he/she/they signed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity acting on behalf of which the person(s) acted, signed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.

Witness my hand and official seal.

Signature \_\_\_\_\_

**From:** [BOS Legislation, \(BOS\)](#)  
**To:** [668678pagestreet@gmail.com](mailto:668678pagestreet@gmail.com)  
**Cc:** [GIVNER, JON \(CAT\)](#); [SHEN, ANDREW \(CAT\)](#); [Nuru, Mohammed \(DPW\)](#); [Storrs, Bruce \(DPW\)](#); [Ryan, James \(DPW\)](#); [Sanguinetti, Jerry \(DPW\)](#); [Teague, Corey \(CPC\)](#); [Starr, Aaron \(CPC\)](#); [Weissglass, David \(CPC\)](#); [DPW, Subdivision Mapping\(DPW\)](#); [BOS-Supervisors](#); [BOS-Legislative Aides](#); [Calvillo, Angela \(BOS\)](#); [Somera, Alisa \(BOS\)](#); [BOS Legislation, \(BOS\)](#)  
**Subject:** HEARING NOTICE: Appeal of Disapproval of Condominium Conversion Subdivision Map Application - 668-678 Page Street - Appeal Hearing on April 24, 2018  
**Date:** Thursday, April 12, 2018 10:24:14 AM  
**Attachments:** [image001.png](#)

---

Greetings,

The Office of the Clerk of the Board has scheduled a hearing for Special Order before the Board of Supervisors on **April 24, 2018, at 3:00 p.m.**, to hear an appeal of the disapproval of a condominium conversion subdivision map application for the proposed project at 668-678 Page Street.

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

[Hearing Notice - April 12, 2018](#)

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

[Board of Supervisors File No. 180298](#)

Regards,

**Lisa Lew**

San Francisco Board of Supervisors  
1 Dr. Carlton B. Goodlett Place, Room 244  
San Francisco, CA 94102  
P 415-554-7718 | F 415-554-5163  
[lisa.lew@sfgov.org](mailto:lisa.lew@sfgov.org) | [www.sfbos.org](http://www.sfbos.org)



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

The [Legislative Research Center](#) provides 24-hour access to Board of Supervisors legislation, and archived matters since August 1998.

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

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:

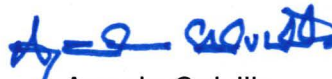
**Date:** Tuesday, April 24, 2018

**Time:** 3:00 p.m.

**Location:** Legislative Chamber, City Hall, Room 250  
1 Dr. Carlton B. Goodlett, Place, San Francisco, CA 94102

**Subject:** **File No. 180298.** Hearing of persons interested in or objecting to the decision of Public Works dated March 28, 2018, disapproving an application for a land subdivision to convert a three-story-over-garage, six-unit building, into residential condominiums at 668-678 Page Street, Assessor's Parcel Block No. 0843, Lot No. 015. (District 5) (Appellant: Alexander Apke, on behalf of the 668-678 Page Street TIC Group) (Filed March 29, 2018).

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. Agenda information relating to this matter will be available for public review on Friday, April 20, 2018.

  
Angela Calvillo  
Clerk of the Board

# CALIFORNIA NEWSPAPER SERVICE BUREAU

## DAILY JOURNAL CORPORATION

Mailing Address : 915 E FIRST ST, LOS ANGELES, CA 90012  
Telephone (800) 788-7840 / Fax (800) 464-2839  
Visit us @ [www.LegalAdstore.com](http://www.LegalAdstore.com)

JOCELYN WONG  
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  
Ad Description JW - 180298 - Ten Map Appeal 668-678 Page 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):

04/12/2018

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

EXM# 3120665

#### 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, April 24, 2018 **Time:** 3:00 p.m.  
**Location:** Legislative Chamber, City Hall, Room 250 1 Dr. Carlton B. Goodlett, Place, San Francisco, CA 94102

**Subject:** File No. 180298.  
Hearing of persons interested in or objecting to the decision of Public Works dated March 28, 2018, disapproving an application for a land subdivision to convert a three-story-over-garage, six-unit building, into residential condominiums at 668-678 Page Street, Assessor's Parcel Block No. 0843, Lot No. 015. (District 5) (Appellant: Alexander Apke, on behalf of the 668-678 Page Street TIC Group) (Filed March 29, 2018).

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. Agenda information relating to this matter will be available for public review on Friday, April 20, 2018. Angela Calvillo Clerk of the Board



\* A 0 0 0 0 0 4 7 2 3 6 7 3 \*

3068



## INVITATION FOR BIDS

Port of San Francisco (the "Port"), a department of the City and County of San Francisco (the "City") announces **Contract #2786, PIER 94 BACKLANDS IMPROVEMENT**. The work will consist of demolition, clearing and grubbing, earthwork, capping regulated landfill area, and construction of a new access road, storm drain management system, street lighting, and other utilities at Pier 94 in San Francisco, CA 94124. There are additive bid alternates, refer to Section 00 41 00. Bidders shall possess a Class "A" California Contractor's license. Partnering Level I is required, refer to Partnering Requirements (Section 01 31 33). Estimated construction cost for the base bid is \$7,000,000. The **LBE subcontracting participation goal = 20%**. The project is subject to the prevailing wage requirements [Section 6.22(e)] and subject to the Local Hire Ordinance [6.22(g)]. To be qualified to bid, the Contractor must meet the Contractor Qualifications noted in the Advertisement for Bids (Section 00 11 13). If bidder does not meet the requirements stated in this specification, the City may, at its discretion, determine the bidder to be unqualified to perform the work under this contract. In accordance with the Port of San Francisco Commission Resolution #10-60, no bid is accepted and no contract in excess of \$600,000 is awarded by the City and County of San Francisco until such time as (a) the Port Commission approves the contract for award and (b) the Port Executive Director or designee then issues an order of award. Pursuant to Charter Section 3.105, all contract awards are subject to certification by the Controller as to the availability of funds. Bidders shall submit proof of a current Business Tax Registration Certificate. Failure of a bidder to provide such proof within fourteen (14) calendar days of bid opening could constitute a refusal to enter into the contract and result in forfeiture of the bid bond. Bid security in the form of a corporate surety (or certified check if required bid security is \$15,000 or less) for ten percent (10%) of the amount bid must accompany each bid. The Port reserves the right to reject any or all bids and waive any minor irregularities in any bid. **Bids Due: 4/19/2018, 10:30 AM, Pier 1.** For questions contact Ken Chu, (415) 274-0593. Information for the bid package can be found at [www.sfport.com](http://www.sfport.com) and [www.sfgov.org/oca](http://www.sfgov.org/oca).

CNS-3111719#

## GOVERNMENT

### ANNOUNCEMENT REQUEST FOR PROPOSALS NO. 18-02 TWO-WAY RADIO SYSTEM

The Transbay Joint Powers Authority (TJPA) will issue a Request for Proposals (RFP) on Friday, April 13 for a TWO-WAY RADIO SYSTEM for the Salesforce Transit Center from vendors with expertise in two-way radio communication system design, installation, training and service.

A pre-proposal conference and site visit will be held at 9:00 am on Monday, April 23, 2018 at 201 Mission Street, San Francisco, CA 94105. A second site visit will be held at 9:00 am on Tuesday, April 24, 2018. Proposals must be received by TJPA no later than 5:00 pm on Tuesday, May 15, 2018. Late submissions will not be considered.

This RFP is available on the TJPA's website: <http://www.tjpa.org> > TJPA > Doing Business with the TJPA > Current Contract Opportunities.

### NOTICE OF REGULAR MEETING SAN FRANCISCO BOARD OF

### SUPERVISORS LAND USE AND TRANSPORTATION COMMITTEE APRIL 16, 2018 - 1:30 PM CITY HALL, LEGISLATIVE CHAMBER, ROOM 250 1 DR. CARLTON B. GOODLETT PLACE, SAN FRANCISCO, CA

The agenda packet and legislative files are available at [www.sfbos.org](http://www.sfbos.org), in Rm 244 at the address listed above, or by calling (415) 554-5184.

### 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, April 24, 2018  
Time: 3:00 p.m. Location: Legislative Chamber, City Hall, Room 250 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102**

**Subject: File No. 180298.** Hearing of persons interested in or objecting to the decision of Public Works dated March 28, 2018, disapproving an application for a land subdivision to convert a three-story-over-garage, six-unit building, into residential condominiums at 668-678 Page Street, Assessor's



## INVITATION FOR BIDS

Port of San Francisco (the "Port"), a department of the City and County of San Francisco (the "City") announces **Contract #2792, PORT SECURITY FENCING, PHASE 5**. The scope of work includes the installation of security fences and gates at both Piers 19 and 23, San Francisco, CA 94111. Bidders shall have an active Class "A", "B" or "C-13" California Contractor's license. Partnering Level I is required, refer to Partnering Requirements (Section 01 31 33) for details. Estimated construction cost is \$140,000. To be qualified to bid, the Contractor must meet the Contractor Qualifications noted in the Advertisement for Bids (Section 00 11 13). If bidder does not meet the requirements stated in this specification, the City may, at its discretion, determine the bidder to be unqualified to perform the work under this contract. In accordance with San Francisco Administrative Code Section 6.20(b), no bid is accepted and no contract less than \$600,000 is awarded by the City and County of San Francisco until such time as the Port Executive Director or designee issues an acceptance to award. Pursuant to Charter Section 3.105, all contract awards are subject to certification by the Controller as to the availability of funds. Bidders shall submit proof of a current Business Tax Registration Certificate. Failure of a bidder to provide such proof within fourteen (14) calendar days of bid opening could constitute a refusal to enter into the contract and result in forfeiture of the bid bond. Bid security in the form of a corporate surety bond (or certified check if required bid security is \$15,000 or less) for ten percent (10%) of the amount bid must accompany each bid. The Port reserves the right to reject any or all bids and waive any minor irregularities in any bid. **Bids Due: 4/19/2018, 10:30 AM, Pier 1.** For questions contact Ken Chu, (415) 274-0593. Information for the bid package can be found at [www.sfport.com](http://www.sfport.com) and [www.sfgov.org/oca](http://www.sfgov.org/oca).

CNS-3117659#

Parcel Block No. 0843, Lot No. 015, (District 5) (Appellant: Alexander Apke, on behalf of the 668-678 Page Street TIC Group) (Filed March 29, 2018).

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. Agenda information relating to this matter will be available for public review on Friday, April 20, 2018. Angela Calvillo Clerk of the Board

Pursuant to Public Works Code Article 25 and Public Works Order 184504, Public Works will conduct a public hearing to consider the protests filed with respect to the issuance of tentative approvals for the following applications for Personal Wireless Service Facility Site permits: Application # - Company - Address: 17WR-0351- Verizon Wireless - 1435 WALLER ST; 18WR-0016- AT&T Mobility - 1510 EDDY ST. The public hearing will be held at City Hall, 1 Dr. Carlton B. Goodlett Place, Room 400, 9:00AM, Monday, April 23, 2018. All interested parties are invited to attend. Any interested party may also submit written comments regarding the subject matter to: DPW-Wireless-Program@

sfdpw.org OR San Francisco Public Works, Bureau of Street-Use & Mapping, 1155 Market Street, 3rd Floor, San Francisco, CA 94103, Attention: Wireless Facility Program. If received the day before the hearing, written comments shall be brought to the attention of the Hearing Officer and will be made a part of the official public record of this proceeding.

NOTICE OF HEARING ON PROPOSED CHANGES TO SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY (SFMTA) FEES, FINES, AND CHARGES BY AMENDING SAN FRANCISCO TRANSPORTATION CODE, DIVISION II, SECTIONS 302, 901, 902, AND 916 TO ESTABLISH PENALTIES, INCLUDING ADMINISTRATIVE FEES RELATED TO THE MOTORIZED SCOOTER SHARE PERMIT PROGRAM. The San Francisco Municipal Transportation Agency Board of Directors will hold a public hearing on Tuesday, May 1, 2018, to discuss a modification to Division II of the Transportation Code. The hearing will be held at City Hall, #1 Dr. Carlton B. Goodlett Place, Room 400 at 1 p.m. Additional information can be obtained at [www.sfmta.com](http://www.sfmta.com).

## BULK SALES

NOTICE TO CREDITORS OF BULK SALE (UCC SEC. 6105) Escrow No. 12881A NOTICE IS HEREBY GIVEN that a bulk sale is about to

## The Scandinavian School in San Francisco's Non-discrimination Policy:

The Scandinavian School in San Francisco admits students of any race, color, national origin, ethnic origin, ethnic group identification, ancestry, sex, sexual orientation, gender, religion, mental disability, physical disability, or medical condition to all the rights, privileges, programs and activities generally accorded or made available to its students. The School shall not discriminate on the basis of race, color, national origin, ethnic origin, ethnic group identification, ancestry, sex, sexual orientation, gender, religion, mental disability, physical disability, or medical condition in: administration of its educational policies, admissions policies, use of facilities or exercise of student privileges, employment of faculty and administrative staff, scholarship or loan programs, and athletic and other school-administered programs. "Medical condition" herein has the meaning provided in California Government Code Section 12926.

be made. The name(s), business address(es) of the seller(s) are: AP ABELLON, INC A CALIFORNIA CORPORATION 1135 INDUSTRIAL ROAD SUITE E SAN CARLOS, CA 94070 Whose chief executive office is: 7790 GALLOWAY CT DUBLIN, CA 94568

Doing Business as: WING STOP #424 (Type - FRANCHISE RESTAURANT) All other business name(s) and address(es) used by the seller(s) within the past three years, as stated by the seller(s), is/are: NONE The name(s) and address of the buyer(s) is/are: PUNJABI BROTHERS CORPORATION, A CALIFORNIA CORPORATION 1230 RALSTON AVE BELMONT, CA 94002 The assets being sold are generally described as: ALL STOCK IN TRADE, FURNITURE, FIXTURES, EQUIPMENT AND GOODWILL And are located at: 1135 INDUSTRIAL ROAD SUITE E SAN CARLOS, CA 94070 The bulk sale is intended to be consummated at the office of: CAPITOL CITY ESCROW INC, 3838 WATT AVE, STE F-610, SACRAMENTO, CA 95821-2665 and the anticipated sale date is MAY 1, 2018

The bulk sale is subject to California Uniform Commercial Code Section 6106.2. [If the sale is subject to Sec. 6106.2, the following information must be provided] The name and address of the person with whom claims may be filed is: CAPITOL CITY ESCROW, INC, 3838 WATT AVE, STE F-610, SACRAMENTO, CA 95821-2665

THIS BULK TRANSFER INCLUDES A LIQUOR LICENSE TRANSFER. ALL CLAIMS MUST BE RECEIVED PRIOR TO THE DATE ON WHICH THE NOTICE OF TRANSFER OF THE LIQUOR LICENSE IS RECEIVED BY THE ESCROW AGENT FROM THE DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL. Dated: APRIL 2, 2018 Buyer(s): PUNJABI BROTHERS CORPORATION, A CALIFORNIA CORPORATION LA2003543 ENQUIRER - SAN CARLOS 4/12/18 SPEN-3120845#

The last day for filing claims shall be April 27, 2018 which is the business day before the sale date specified herein. Dated: April 9, 2018 Buyer(s): BandW Ventures /S/ By: Aaron Boyle /S/ By: Daniel Jason Williams 4/12/18 SPEN-3120382# EXAMINER - REDWOOD CITY TRIBUNE

## CIVIL

### ORDER TO SHOW CAUSE FOR CHANGE OF NAME

Case No. 18CIV01528 Superior Court of California, County of San Mateo Petitioner of: Saixiong Zhu for Change of Name TO ALL INTERESTED PERSONS:

Petitioner Saixiong Zhu filed a petition with this court for a decree changing names as follows: Saixiong Zhu to Sarah Saixiong-Zhu Lassoff

The Court orders that all persons interested in this matter appear before this court at the hearing indicated below to show cause, if any, why the petition for change of name should not be granted. Any person objecting to the name changes described above must file a written objection that includes the reasons for the objection at least two court days before the matter is scheduled to be heard and must appear at the hearing to show cause why the petition should not be granted. If no written objection is timely filed, the court may grant the petition without a hearing.

Notice of Hearing: Date: 5/15/18, Time: 9:00 AM, Dept.: PJ The address of the court is 400 County Center, Redwood City, CA 94063 A copy of this Order to Show Cause shall be published at least once each week for four successive weeks prior to the date set for hearing on the petition in the following newspaper of general circulation, printed in this county: The Examiner Date: Mar 29, 2018 Susan Irene Elezadi Judge of the Superior Court 4/12, 4/19, 4/26, 5/3/18 NPEN-3120837# EXAMINER - BOUTIQUE & VILLAGER

### ORDER TO SHOW CAUSE FOR CHANGE OF NAME

Case No. 18CIV01361 Superior Court of California, County of San Mateo Petitioner of: Cleotilde O. Viray for Change of Name TO ALL INTERESTED PERSONS:

Petitioner Cleotilde O. Viray filed a petition with this court for a decree changing names as follows: Cleotilde O. Viray to Cleotilde Bautista OCampo The Court orders that all persons interested in this matter appear before this court at the hearing indicated below to show cause, if any, why the petition for change of name should not be granted. Any person objecting to the name changes described above must file a written objection that includes the reasons for the objection at least two court days before the matter is scheduled to be heard and must appear at the hearing to show cause why the petition should not be granted. If no written objection is timely filed, the court may grant the petition without a hearing.

Notice of Hearing: Date: 5/8/18, Time: 9:00 AM, Dept.: PJ The address of the court is 400 County Center, Redwood City, CA 94063-1655

A copy of this Order to Show Cause shall be published at least once each week for four successive weeks prior to the date set for hearing on the petition in the following newspaper of general circulation, printed in this county: Examiner Date: MAR 22, 2018 Jonathan E. Karesch Judge of the Superior Court 4/12, 4/19, 4/26, 5/3/18 NPEN-3120733# EXAMINER - BOUTIQUE & VILLAGER

SUMMONS (CITACION JUDICIAL) CASE NUMBER (Número del Caso): 17CIV03393

NOTICE TO DEFENDANT (AVISO AL DEMANDADO): ANTHONY HANCOCO, Does 1 to 50 YOU ARE BEING SUED BY PLAINTIFF (LO ESTÁ DEMANDANDO) EL DEMANDANTE: BERNADETTE ROSE PADILLA NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación. Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica

BOARD of SUPERVISORS



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

PROOF OF MAILING

Legislative File No. 180298

Description of Items: Public Hearing Notices - Hearing - Appeal of Disapproval of Condominium Conversion Subdivision Map Application - 668-678 Page Street - 130 Notices Mailed

I, Lisa Lew, 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: April 12, 2018

Time: 9:55 a.m.

USPS Location: Repro Pick-up Box in the Clerk of the Board's Office (Rm 244)

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

Signature: \_\_\_\_\_

A handwritten signature in blue ink, appearing to read "Lisa Lew", written over a horizontal line.

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

BOARD of SUPERVISORS



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

April 2, 2018

**File Nos. 180298-180301**

Received from the Board of Supervisors Clerk's Office one check, in the amount of Three Hundred Twenty Seven (\$327) representing the filing fee paid by the Members of the 668-678 Page Street TIC Owners Group, for the appeal of disapproval for a Condominium Conversion Subdivision Appeal, for the proposed project at 668-678 Page Street.

**Public Works**

**By:**

JASON WONG  
Print Name

 4/3/18  
Signature and Date

**From:** [BOS Legislation, \(BOS\)](#)  
**To:** [668678pagestreet@gmail.com](mailto:668678pagestreet@gmail.com)  
**Cc:** [GIVNER, JON \(CAT\)](#); [SHEN, ANDREW \(CAT\)](#); [Nuru, Mohammed \(DPW\)](#); [Storrs, Bruce \(DPW\)](#); [Ryan, James \(DPW\)](#); [Sanguinetti, Jerry \(DPW\)](#); [Teague, Corey \(CPC\)](#); [Starr, Aaron \(CPC\)](#); [Weissglass, David \(CPC\)](#); [DPW, Subdivision Mapping\(DPW\)](#); [BOS-Supervisors](#); [BOS-Legislative Aides](#); [Calvillo, Angela \(BOS\)](#); [Somera, Alisa \(BOS\)](#); [BOS Legislation, \(BOS\)](#)  
**Subject:** Appeal of Disapproval of Condominium Conversion Subdivision Application - 668-678 Page Street - Appeal Hearing on April 24, 2018  
**Date:** Monday, April 02, 2018 12:05:53 PM  
**Attachments:** [image001.png](#)

---

Good afternoon,

The Office of the Clerk of the Board has scheduled a hearing for Special Order before the Board of Supervisors on **April 24, 2018, at 3:00 p.m.**

Please find linked below a letter of appeal regarding the disapproval of a Condominium Conversion Subdivision application for the property at 668-678 Page Street, and an informational letter from the Clerk of the Board.

[Applicants' Appeal Letter - March 29, 2018](#)

[Clerk of the Board Letter - April 2, 2018](#)

You are invited to review the entire matter on our [Legislative Research Center](#) by following the link below.

[Board of Supervisors File No. 180298](#)

Regards,

**Brent Jalipa**

**Legislative Clerk**

Board of Supervisors - Clerk's Office

1 Dr. Carlton B. Goodlett Place, Room 244

San Francisco, CA 94102

(415) 554-7712 | Fax: (415) 554-5163

[brent.jalipa@sfgov.org](mailto:brent.jalipa@sfgov.org) | [www.sfbos.org](http://www.sfbos.org)



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

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

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

April 2, 2018

Members of the 668-678 Page Street TIC Owners Group  
c/o Alexander Apke  
676 Page Street  
San Francisco, CA 94117

**Subject: Condominium Conversion Subdivision Appeal – 668-678 Page Street**

Dear Mr. Apke:

Pursuant to Subdivision Code, Section 1314, the Office of the Clerk of the Board has scheduled an appeal hearing on **Tuesday, April 24, 2018, 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 the disapproval of the Condominium Conversion Subdivision for properties located at:

668-678 Page Street, Assessor's Parcel Block No. 0843, Lot No. 015

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

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


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

If you have any questions, please feel free to contact Legislative Clerks Brent Jalipa at (415) 554-7712, Lisa Lew at (415) 554-7718, or Jocelyn Wong at (415) 554-7702.

Sincerely,



 Angela Calvillo  
Clerk of the Board

c:

Members of the TIC Owners Group, c/o Alexander Apke, Property Owners  
Jon Givner, Deputy City Attorney  
Kate Stacy, Deputy City Attorney  
Christopher Tom, Deputy City Attorney  
Andrew Shen, Deputy City Attorney  
Mohammed Nuru, Director, Public Works  
Bruce Storrs, City and County Surveyor, Public Works  
James Ryan, Public Works  
Jerry Sanguinetti, Public Works-Bureau of Street Use and Mapping  
Scott Sanchez, Zoning Administrator, Planning Department  
Dan Sider, Policy Advisor, Planning Department  
Aaron Starr, Manager of Legislative Affairs, Planning Department  
David Weissglass, Staff Contact, Planning Department

# Introduction Form

By a Member of the Board of Supervisors or the Mayor

Time stamp  
or meeting date

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

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

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

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

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

**Sponsor(s):**

Clerk of the Board

**Subject:**

Hearing - Appeal of Disapproval of Condominium Conversion Subdivision Map Application - 668-678 Page Street

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

Hearing of persons interested in or objecting to the decision of Public Works, dated March 28, 2018, disapproving an application for a land subdivision to convert a three-story-over-garage, six-unit building, into residential condominiums at 668-678 Page Street, Assessor's Parcel Block No. 0843, Lot No. 015. (District 5) (Appellant: Alexander Apke, on behalf of the 668-678 Page Street TIC Group) (Filed March 29, 2018).

Signature of Sponsoring Supervisor: 

For Clerk's Use Only: