

**NOTICE TO BOARD OF SUPERVISORS OF APPEAL  
FROM ACTION OF THE CITY PLANNING COMMISSION**

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO

2018 JUL 23 AM 10:43

BY BA

Notice is hereby given of an appeal to the Board of Supervisors from the following action of the City Planning Commission.

The property is located at 143 Corbett Avenue (Block 2656, lot 060)

June 21, 2018

Date of City Planning Commission Action  
(Attach a Copy of Planning Commission's Decision)

July 23, 2018

Appeal Filing Date

\_\_\_\_\_ The Planning Commission disapproved in whole or in part an application for reclassification of property, Case No. \_\_\_\_\_.

\_\_\_\_\_ The Planning Commission disapproved in whole or in part an application for establishment, abolition or modification of a set-back line, Case No. \_\_\_\_\_.

X \_\_\_\_\_ The Planning Commission approved in whole or in part an application for conditional use authorization, Case No. 2017-009348CUA.

\_\_\_\_\_ The Planning Commission disapproved in whole or in part an application for conditional use authorization, Case No. \_\_\_\_\_.

Statement of Appeal:

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO

a) Set forth the part(s) of the decision the appeal is taken from: 2018 JUL 23 AM 10:43

see attachment

BY BJ

b) Set forth the reasons in support of your appeal:

see attachment

Person to Whom  
Notices Shall Be Mailed

Dirk Aguilar

Name

30 Ord Street  
San Francisco, CA 94114

Address

(415) 347-5415

Telephone Number

lifeisapizza@gmail.com

Name and Address of Person Filing Appeal:

Gary Weiss  
President of Corbett Heights Neighbors

Name

79 Mars Street  
San Francisco, CA 94114

Address

(415) 279-5570

Telephone Number

gary@corbettheights.org



Signature of Appellant or  
Authorized Agent



Statement of Appeal:

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO

2018 JUL 23 AM 10:43

a) The set forth part(s) of the decision the appeal is taken from:

BY BA

The approval of Conditional Use Authorization No. 2017-009348CUA, including, among other things, to permit excess lot coverage.

b) Set forth the reason in support of your appeal:

Among other things, the project fails to meet the criteria of the Corona Heights Large Residence Special Use District and it fails to meet the City's Conditional Use requirements. We will provide further explanation, testimony and materials in our brief and at the Board of Supervisors Hearing.

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2018 JUL 23 AM 10:43  
BY BA

Gary Weiss  
President of Corbett Heights Neighbors  
78 Mars Street  
San Francisco, CA 94114

July 13, 2018

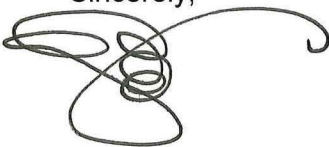
Office of the Clerk of the Board  
San Francisco Board of Supervisors  
1 Dr. Carlton B. Goodlett Place  
City Hall, Room 244  
San Francisco, CA 94102-4689

**143 Corbett Avenue CUA Appeal: Letter of Authorization**

To whom it may concern

I am the appellant of the 143 Corbett Avenue Conditional use Authorization Case No 2017-009348CUA. I authorize Dirk Aguilar, 30 Ord Street, San Francisco, CA 94114 to act as my agent and on my behalf for all purposes of this appeal.

Sincerely,

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke extending to the right.

Gary Weiss

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BOARD OF SUPERVISORS  
SAN FRANCISCO  
2018 JUL 23 AM 10:43  
BY BA

Gary Weiss  
President of Corbett Heights Neighbors  
78 Mars Street  
San Francisco, CA 94114

July 13, 2018

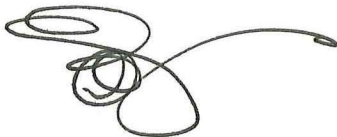
San Francisco Planning Department  
1650 Mission Street, Suite 400  
San Francisco, CA 94103-9425

**143 Corbett Avenue CUA Appeal: Letter of Authorization**

To whom it may concern

I am the appellant of the 143 Corbett Avenue Conditional use Authorization Case No 2017-009348CUA. I authorize Dirk Aguilar, 30 Ord Street, San Francisco, CA 94114 to act as my agent and on my behalf for all purposes of this appeal.

Sincerely,

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Gary Weiss

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SAN FRANCISCO

2018 JUL 23 AM 10:43

BY BJ

City Planning Commission  
Case No. 2017 009348 CVA VAR

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

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

	Street Address, property owned	Assessor's Block & Lot	Printed Name of Owner(s)	Original Signature of Owner(s)
1.	<u>27 Hattie</u>	<u>2657042</u>	<u>MARY HELEN BRUKETTA</u>	<u>M. Bruketta</u>
2.	<u>27 Hattie</u>	<u>2657042</u>	<u>LAURENCE BRUKETTA</u>	<u>L. Bruketta</u>
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RECEIVED  
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SAN FRANCISCO


2018 JUL 23 AM 10:43

BY Bj

City Planning Commission  
Case No. 2017 009348 CUA VAC

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	Street Address, property owned	Assessor's Block & Lot	Printed Name of Owner(s)	Original Signature of Owner(s)
1.	25 HATTIE	2657041	VALERIE LO	
2.	25 HATTIE	2657041	JOHNNY LO	
3.	<del>25 HATTIE</del>	<del>2657041</del>	<del>JOHNNY LO</del>	
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BOARD OF SUPERVISORS  
SAN FRANCISCO



2018 JUL 23 AM 10:44

City Planning Commission

Case No. 2017-009348 CUA-VAR

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	Street Address, property owned	Assessor's Block & Lot	Printed Name of Owner(s)	Original Signature of Owner(s)
1.	124 CORBETT	265 2008A	JAMES MUNSON	
2.	124 CORBETT	265 2008A	SIMON PITCHELLO	
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2018 JUL 23 AM 10:44

BY

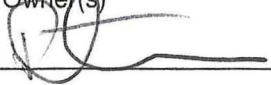
*BA*

City Planning Commission  
Case No. 2017

009348 CUA VAK

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	Street Address, property owned	Assessor's Block & Lot	Printed Name of Owner(s)	Original Signature of Owner(s)
1.	<u>4328A 17<sup>th</sup> ST</u>	<u>264 6075</u>	<u>Peter Cappa</u>	
2.	_____	_____	_____	_____
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SAN FRANCISCO

2018 JUL 23 AM 10:44

BY BQ

City Planning Commission

Case No. 2017-009348 CJA VAR

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	Street Address, property owned	Assessor's Block & Lot	Printed Name of Owner(s)	Original Signature of Owner(s)
1.	<u>158 CORBET</u>	<u>265 2037</u>	<u>WALTER PARSLEY</u>	<u>[Signature]</u>
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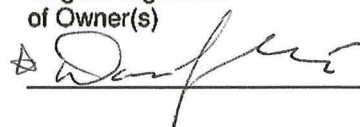
2018 JUL 23 AM 10:52

City Planning Commission

Case No. 2017-009349 CUA VAR

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Street Address, property owned	Assessor's Block & Lot	Printed Name of Owner(s)	Original Signature of Owner(s)
<u>1. 25028 MARKET ST</u>	<u>2656010</u>	<u>DANIEL SHULTZ</u>	<u></u>
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BOARD OF SUPERVISORS  
SAN FRANCISCO

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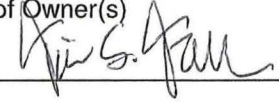
City Planning Commission

Case No.

2017-009348 CUA VAR

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	Street Address, property owned	Assessor's Block & Lot	Printed Name of Owner(s)	Original Signature of Owner(s)
1.	4626 18 <sup>th</sup> ST	2658075	TIM FARR	
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City Planning Commission  
Case No. 2017 009348 CVA VAR

2018 JUL 23 AM 10:44

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	Street Address, property owned	Assessor's Block & Lot	Printed Name of Owner(s)	Original Signature of Owner(s)
1.	<u>4331 17<sup>th</sup></u>	<u>2652007A</u>	<u>DAVID HENDRICKSON</u>	<u>[Signature]</u>
2.	<u>4331 17<sup>th</sup></u>	<u>2652007A</u>	<u>DANIEL SONNENFELD</u>	<u>[Signature]</u>
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REGULATORY  
BOARD OF SUPERVISORS  
SAN FRANCISCO

2018 JUL 23



City Planning Commission

Case No.

2017-009348 CUA VAR

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	Street Address, property owned	Assessor's Block & Lot	Printed Name of Owner(s)	Original Signature of Owner(s)
1.	127 Corbett Ave	2657025	Wesley Horner	
2.	121 Corbett Ave	2657025	Jennifer Horner	
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2018 JUL 23 AM 10:44

City Planning Commission

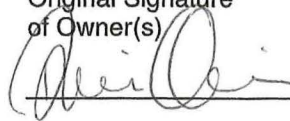
Case No. 2017

009348CUA VAP

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50% owner of 3-unit building

Street Address, property owned	Assessor's Block & Lot	Printed Name of Owner(s)	Original Signature of Owner(s)
1. 173-175-175A Corbett Ave.	2656/052	David Odisho	
2. _____	_____	_____	_____
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City Planning Commission

Case No. 2017-009348 CUA VAP

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50% owner of 3-unit building

Street Address, property owned	Assessor's Block & Lot	Printed Name of Owner(s)	Original Signature of Owner(s)
1. <u>173-175-175A</u> <u>Corbett Ave</u>	<u>2656/052</u>	<u>Hannibal Odisho</u>	<u>Hannibal Odisho</u>
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BY BJ City Planning Commission  
Case No. 2017 009348 CUA VAR

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	Street Address, property owned	Assessor's Block & Lot	Printed Name of Owner(s)	Original Signature of Owner(s)
1.	<u>154 Corbett Ave</u>	<u>2652015</u>	<u>David Ballinger</u>	<u>[Signature]</u>
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City Planning Commission

Case No.

2017 009348 CUA VAC

2019 JUL 23 AM 10:44

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	Street Address, property owned	Assessor's Block & Lot	Printed Name of Owner(s)	Original Signature of Owner(s)
1.	3022 Market St	2656071	Marianne Ward	Marianne Ward
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2018 JUL 23 AM 10:44

City Planning Commission

Case No. 2017 - 005348 LJA VAR

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	Street Address, property owned	Assessor's Block & Lot	Printed Name of Owner(s)	Original Signature of Owner(s)
1.	145 CORBETT	2656 1059	JENNIFER GREENMAN	[Signature] (TRUSSE)
2.	3012 MARKET ST	2656 005	ANDY ZIVIC	[Signature]
3.	3006 MARKET ST	2656 003	PAUL SACCONI	[Signature]
4.	3012 MARKET	2656 005	CLAUDE SOYER	[Signature]
5.	3014 MARKET	2656 006	JOHN SPARK	[Signature]
6.	3014 MARKET	2656 006	ANDERS NELSON	[Signature]
7.	[REDACTED]	[REDACTED]	[REDACTED]	
8.	[REDACTED]	[REDACTED]	[REDACTED]	
9.	156 CORBETT	265 2036	STEVEN ADAMS	[Signature]
10.	[REDACTED]	[REDACTED]	WALTER FARLEY	
11.	[REDACTED]	[REDACTED]	[REDACTED]	
12.	181 Corbett	265 6049	Paula Macchello	[Signature]
13.	187A CORBETT	265 6070	Andrew Marshall	[Signature]
14.	110 CORBETT	265 2030	ROBERT W. LANE "WES"	[Signature]
15.	[REDACTED]	[REDACTED]	[REDACTED]	
16.	[REDACTED]	[REDACTED]	[REDACTED]	
17.	3024 Market	265 6072	Graham Walla	[Signature]
18.	3040 MARKET	265 6013	Johu Kainlauri	[Signature]
19.	3040 MARKET	265 6013	KATHI RENDLOW	[Signature]
20.	123 Corbett	265 7026	Kevin Sun	[Signature]
21.	123 Corbett	265 7026	Richard Johnson	[Signature]
22.	145 Corbett	265 6059	Alfred W. Briggs	[Signature]



2656/059  
145 Corbett  
Creelman/Driggs

20149J99329300003  
San Francisco Assessor-Recorder  
Carmen Chu, Assessor-Recorder  
DOC 2014-J993293-00  
Acct 6003-Fidelity National Title - San Francisco  
Tuesday, DEC 16, 2014 11:48:37  
Ttl Pd \$24.00 Nbr-0005068957  
ofa/RE/1-3

Order No.: FSMO-0111401204  
Title No.: FSFM-TO14000598

**When Recorded Mail Document To:**  
Alfred W. Driggs, IV and Jennifer H. Creelman  
145 Corbett Avenue  
San Francisco, CA 94114

APN/Parcel ID(s): LOT 059, BLOCK 2656

SPACE ABOVE THIS LINE FOR RECORDER'S USE

145 Corbett Avenue

## GRANT DEED

**The undersigned grantor(s) declare(s)**

- ☐ This transfer is exempt from the documentary transfer tax.
- ☒ The documentary transfer tax is \$\_-0-\_\_ and is computed on: None no consideration transfer out of trust for refinance purposes
- ☐ the full value of the interest or property conveyed.
- ☐ the full value less the liens or encumbrances remaining thereon at the time of sale.

The property is located in ☒ the City of San Francisco.

**FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,** Jennifer H. Creelman, Trustee of The DC Revocable Family Trust,

**hereby GRANT(S) to** Alfred W. Driggs, IV and Jennifer H. Creelman, husband and wife as joint tenants,

**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

**MAIL TAX STATEMENTS AS DIRECTED ABOVE**


**GRANT DEED**  
(continued)

APN/Parcel ID(s): LOT 059, BLOCK 2656

Dated: November 18, 2014

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

The DC Revocable Family Trust

BY:   
Jennifer H. Creelman, Trustee


State of California

County of San Francisco

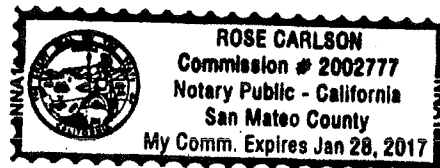
On December 9, 2014 before me, Rose Carlson a notary public in and for said state, personally appeared Jennifer H. Creelman who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he/she/they executed 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)



**MAIL TAX STATEMENTS AS DIRECTED ABOVE**

**EXHIBIT "A"**  
Legal Description

**For APN/Parcel ID(s): LOT 059, BLOCK 2656**

---

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:

LOT NO. 59, BLOCK "C", AS SAID LOT AND BLOCK ARE DELINEATED AND SO DESIGNATED UPON THAT CERTAIN MAP ENTITLED "MAP OF A PORTION OF FARE LANE TRACT BETWEEN 17TH AND 18TH STREETS", FILED APRIL 22, 1895 AND RECORDED IN BOOK "C" AND "B" OF MAPS AT PAGE 147 IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

APN: LOT 059, BLOCK 2656

**MAIL TAX STATEMENTS AS DIRECTED ABOVE**



2656/049  
181 Corbett  
Macchello/Henry

Paula Anne Macchello and  
Mary Kay Henry  
181 Corbett Ave., SF, CA 94114  
Order No.:  
Escrow No.:

UNLESS  
MENTS TO

San Francisco Assessor-Recorder  
Phil Ting, Assessor-Recorder  
DOC- 2011-J284149-00

Wednesday, OCT 12, 2011 11:17:54  
Ttl Pd \$17.00 Rpt # 0004259683  
REEL K500 IMAGE 0447  
081/66/1-3

A.P.N. Lot 49, Block 2656

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

TRUST TRANSFER DEED

GRANT DEED (EXCLUDED FROM REAPPRAISAL UNDER PROPOSITION 13, I.E., CALIF. CONST. ART 13A §1 ET SEQ.)

THE UNDERSIGNED GRANTOR(S) DECLARE(S) UNDER PENALTY OF PERJURY THAT THE FOLLOWING IS TRUE AND CORRECT:  
DOCUMENTARY TRANSFER TAX IS \$ 0

☐ Computed on full value of property conveyed, or ☐ computed on full value less value of liens or encumbrances remaining at time of sale or transfer

☒ There is no Documentary transfer tax due. (state reason and give Code § or Ordinance number)

Trust Transfer under section 62, Revenue & Taxation Code

☐ Unincorporated area: ☒ city of San Francisco AND

This is a Trust Transfer under §62 of the Revenue and Taxation Code and Grantor(s) has (have) checked the applicable exclusion:

☒ Transfer to a revocable trust; ☐ Transfer to a short-term trust not exceeding 12 years with Trustor holding the reversion;

☐ Transfer to a trust where the Trustor or the Trustor's spouse is the sole beneficiary; ☐ Change of trustee holding title;

☐ Transfer from trust to Trustor or Trustor's spouse where prior transfer to trust was excluded from reappraisal and for a valuable consideration, receipt of which is acknowledged.

☐ Other:

GRANTOR(S): Paula Anne Macchello, an unmarried woman, and Mary Kay Henry,  
an unmarried woman, as joint tenants

hereby GRANT(S) TO: Paula Anne Macchello, trustee, Paula Anne Macchello Revocable Living Trust, 50% and Mary Kay Henry, trustee  
Mary Kay Henry Revocable Living Trust, 50%, tenancy in common

the following described real property in the City of San Francisco

County of San Francisco, State of California:

As per exhibit "A" herewith and made a part hereof.

Dated: 7/26/11

Paula Anne Macchello

8/1/11

Mary Kay Henry

ACKNOWLEDGMENT

State of California

County of San Francisco

On 7/26/11

before me, Michael Burke,

(HERE INSERT NAME AND TITLE OF THE OFFICER)

personally appeared

Paula Anne Macchello

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

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

(SEAL)

NAME

STREET ADDRESS

CITY, STATE & ZIP

NONJC-014 (Rev. 03/01/2009)

TRUST TRANSFER DEED



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Francisco

On 28/01/2011 before me, Michael Burke, Notary Public

personally appeared Mary Kay Henry



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 of Notary Public

Place Notary Seal Above

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: Trust Transfer Deed

Document Date: \_\_\_\_\_ Number of Pages: 2

Signer(s) Other Than Named Above: Paula Anne Macchello

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

EXHIBIT "A"

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

LOT NO. 49, in Block Lettered "C" as said Lot and Block are delineated and so designated upon that certain map entitle "Map of a portion of Park Lane Tract between 17th and 18th Streets, San Francisco, California" recorded April 22, 1885, in Book "C" and "D" of Maps, at Page 147, in the office of the Recorder of the City and County of San Francisco, State of California.

A.P.N.: LOT 49, BLOCK 2656



2656/070  
187A Corbett  
MARSHALL

1 By:  
ESQ.

WHEN RECEIVED MAIL to:  
PAUL R. MALONE, ESQ.  
155 Sansome Street, Suite 1200  
San Francisco, CA 94104

Mail Tax Statements to:  
Andrew Marshall III  
187A Corbett Ave.  
San Francisco, CA 94114

San Francisco Assessor-Recorder  
Mabel S. Teng, Assessor-Recorder  
DOC- 2003-H565566-00

Check Number 1574

Friday, OCT 17, 2003 13:50:07

Ttl Pd \$12.00

Nbr-0002301993

REEL I495 IMAGE 0719

ofa/FT/1-2

*SS*

Mail tax statements to  
above address

APN: Lots 68, 69 and 70 Block 2656

EXEMPT FROM TRANSFER TAX

EXEMPT FROM REASSESSMENT

(\*See Note Below)

*Andrew Marshall III*  
Andrew Marshall III

**GRANT DEED**  
(TO REVOCABLE TRUST)

FOR NO CONSIDERATION, Transferor:

Andrew Marshall III, an unmarried man

hereby transfers to Transferee:

Andrew Marshall III, Trustee of the Andrew Marshall  
III Revocable Living Trust, dated June 27, 2003

all that real property situated in the County of San Francisco,  
State of California, described on the attachment hereto labeled  
Exhibit A.

(\*NOTE: This is a transfer for no consideration to a revocable trust created by Transferor. It is exempt from  
transfer tax under Rev.& Tax. Code §11911, and is exempt from reassessment under Rev.& Tax. Code §62.)

DATED: **AUG 29 2003**

*Andrew Marshall III*  
Andrew Marshall III

ACKNOWLEDGMENT

State of California

County of *San Francisco*

ss.

On *Aug. 29*, 2003, before me, *Virginia Malone*, Notary Public, personally appeared Andrew  
Marshall III, 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 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.

*Virginia Malone*  
Notary Public

185, 187 and 187A Corbett Ave.; San Francisco, CA.





H565566

ALL THAT CERTAIN REAL PROPERTY as shown on the Map entitled "Parcel Map, 185-187-187A Corbett Avenue, a Residential Condominium Project" which was filed for record on June 11, 2003 in Condominium Map Book 81, Pages 14-16, inclusive, in the office of the Recorder of the City and County of San Francisco, State of California

APN: Lots 68, 69, and 70, Block 2656 (formerly Lot 48, Block 2656)

2657/026  
123-125 Corbett  
Dunn & Johnson

Fidelity National Title Company  
Order No.: FSFM-0311300093

**When Recorded Mail Document To:**  
Richard G. Johnson and Kevin C. Dunn  
123-125 Corbett Avenue  
San Francisco, CA 94114

20149J83252000003  
San Francisco Assessor-Recorder  
Carmen Chu, Assessor-Recorder  
DOC 2014-J832520-00  
Acct 2005-Fidelity Title Company Concord  
Thursday, JAN 30, 2014 09:23:56  
Ttl Pd \$24.00 Nbr-0004881807  
REEL L074 IMAGE 0146  
oar/RE/1-3

APN/Parcel ID(s): Lot 026, Block 2657  
123-125 Corbett Avenue

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## GRANT DEED

### The undersigned grantor(s) declare(s)

☒ This transfer is exempt from the documentary transfer tax.

"This conveyance confirms a change of name, and the grantor and grantee are the same party, R & T 11911."

☐ The documentary transfer tax is \$ 0 and is computed on:

☐ the full value of the interest or property conveyed.

☐ the full value less the liens or encumbrances remaining thereon at the time of sale.

The property is located in ☒ the **City of San Francisco**.

**FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,** Richard G. Johnson, Trustee under The Richard G. Johnson Living Trust, dated August 10, 2007 and any amendments thereto,

and Kevin C. Dunn, Trustee under The Kevin C. Dunn Living Trust, dated August 10, 2007, and any amendments thereto

**hereby GRANT(S) to** Richard G. Johnson<sup>Tr</sup> and Kevin C. Dunn, a married couple as community property with right of survivorship

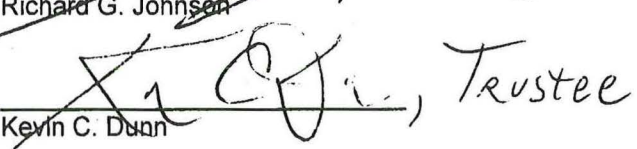
**the following described real property in the** City of San Francisco, County of San Francisco, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated: January 23, 2014

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below

  
Richard G. Johnson, Trustee

  
Kevin C. Dunn, Trustee

## MAIL TAX STATEMENTS AS DIRECTED ABOVE

**GRANT DEED**  
(continued)

APN/Parcel ID(s): Lot 026, Block 2657

State of CA

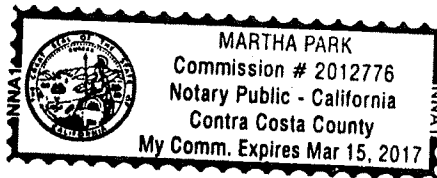
County of San Francisco

On Jan. 24, 2014 before me, Martha Park, Notary Public, personally appeared Richard G. Johnson and Kevin C. Dunn, 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 CA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 



(Seal)

**MAIL TAX STATEMENTS AS DIRECTED ABOVE**

**EXHIBIT "A"**  
Legal Description

**For APN/Parcel ID(s): Lot 026, Block 2657**

---

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:

LOT NO. 14, IN BLOCK "A" AS PER MAP ENTITLED "MAP OF A PORTION OF PARK LANE TRACT", FILED APRIL 22, 1885, IN VOLUME "C" AND "D" OF MAPS, PAGE 147, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

APN: Lot 026, Block 2657

**MAIL TAX STATEMENTS AS DIRECTED ABOVE**



2652/013  
152 Corbett  
Mahoney

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO

2018 JUL 23 AM 10:46

City Planning Commission BA  
Case No. 2017-009348 CUA VAR

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

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

Street Address, property owned	Assessor's Block & Lot	Printed Name of Owner(s)	Original Signature of Owner(s)
<u>152 Corbett SF 94114</u>	<u>2652013</u>	<u>Sally T. Mahoney</u>	<u>Sally T. Mahoney,</u> <u>Trustee, 2004 Grantor Trust</u>
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____
7. _____	_____	_____	_____
8. _____	_____	_____	_____
9. _____	_____	_____	_____
10. _____	_____	_____	_____
11. _____	_____	_____	_____
12. _____	_____	_____	_____
13. _____	_____	_____	_____
14. _____	_____	_____	_____
15. _____	_____	_____	_____
16. _____	_____	_____	_____
17. _____	_____	_____	_____
18. _____	_____	_____	_____
19. _____	_____	_____	_____
20. _____	_____	_____	_____
21. _____	_____	_____	_____
22. _____	_____	_____	_____

Recording Requested By:  
and

When Recorded, Mail To:

SALLY T. MAHONEY  
2040 West Middlefield Road #19  
Mountain View, CA 94043

San Francisco Assessor-Recorder  
Mabel S. Teng, Assessor-Recorder  
**DOC- 2004-H841566-00**  
Check Number 13492  
Thursday, OCT 28, 2004 15:38:23  
Ttl Pd \$15.00 Nbr-0002614508  
**REEL 1753 IMAGE 0658**  
gar/TD/1-3

Mail Tax Statements To:

SALLY T. MAHONEY  
2040 West Middlefield Road #19  
Mountain View, CA 94043

NO TRANSFER TAX DUE --  
Conveyance by individual to her  
newly established grantor trust.  
No actual change of ownership.

*Sally T. Mahoney*

## QUITCLAIM DEED

SALLY T. MAHONEY, A Single Woman

hereby remise, releases, and forever quitclaims to:

the SALLY T. MAHONEY 2004 GRANTOR TRUST  
-- Sally T. Mahoney, Trustee

her undivided 66-2/3% interest in and of

that certain parcel of real property and the improvements thereon  
located in the City and County of San Francisco, State of  
California described as:

Legal Description set forth in Exhibit 1 attached hereto.

✓ A.P.N. Block 2652 - Lot 013.

✓ 152 Corbett Avenue, San Francisco.

Dated: 10-27-2004.

*Sally T. Mahoney*  
SALLY T. MAHONEY

LEGAL DESCRIPTION (EXHIBIT 1) AND NOTARY ACKNOWLEDGMENT ATTACHED.

# NOTARY ACKNOWLEDGMENT

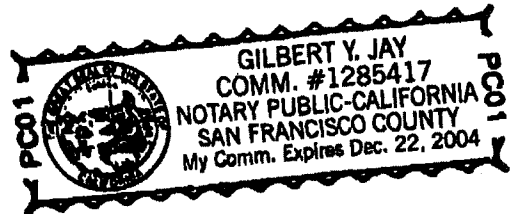
State of California )  
 ) ss:  
County of San Francisco )

On this date, before me, a Notary Public in and for the State of California, personally appeared SALLY T. MAHONEY, personally known to me to be the person whose name is subscribed to the within instrument; to wit, "Quitclaim Deed" re 152 Corbett Avenue, San Francisco and acknowledged to me that she executed the same in her authorized capacity(ies), and that by her signature on the instrument the person, or the entity upon behalf of which person acted, executed the instrument.

WITNESS my hand and official seal.

Dated: 10/27/04

*Gilbert Y. Jay*  
Gilbert Y. Jay,  
Notary Public



**EXHIBIT 1**

LOT 10, in Block "W" as per map of Park Lane Tract Map No. 2, filed January 8, 1889, in Book 1 of Maps Page 181, in the Office of the Recorder of the City and County of San Francisco, CA.

EXCEPTING therefrom that portion of said Lot 10 described as follows:

BEGINNING at the point of intersection of the southerly line of 17th Street with the dividing line between Lots 10 and 11, in Block "W" as shown on above mentioned map, thence easterly along the said line of 17th Street 4 inches; thence at a right angle southerly 44 feet; thence at a right angle westerly 4 inches to said dividing line between Lots 10 and 11; and thence at a right angle northerly along said dividing line 44 feet to the point of beginning.

A.P.N. Block 2652 - Lot 013.

152 Corbett Avenue, San Francisco.



2652/007  
120 Corbett  
Waterman

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO

2018 JUL 23 AM 10:46

BY BJ City Planning Commission  
Case No. 2017-009348 C/A/A/R

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

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

	Street Address, property owned	Assessor's Block & Lot	Printed Name of Owner(s)	Original Signature of Owner(s)
1.	<u>120 CORBETT</u>	<u>265 2007</u>	<u>JARED WATERMAN</u>	<u>[Signature]</u> Trustee
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____
6.	_____	_____	_____	_____
7.	_____	_____	_____	_____
8.	_____	_____	_____	_____
9.	_____	_____	_____	_____
10.	_____	_____	_____	_____
11.	_____	_____	_____	_____
12.	_____	_____	_____	_____
13.	_____	_____	_____	_____
14.	_____	_____	_____	_____
15.	_____	_____	_____	_____
16.	_____	_____	_____	_____
17.	_____	_____	_____	_____
18.	_____	_____	_____	_____
19.	_____	_____	_____	_____
20.	_____	_____	_____	_____
21.	_____	_____	_____	_____
22.	_____	_____	_____	_____

RECORDING REQUESTED BY:

JEWEL & STONEMAN, LLP  
220 Montgomery Street, Suite 678  
San Francisco, CA 94104

AND WHEN RECORDED MAIL TO:

Jared R. Waterman, Trustee  
120 Corbett Avenue  
San Francisco, CA 94114



San Francisco Assessor-Recorder  
Carmen Chu, Assessor-Recorder  
DOC- 2014-J877774-00

Check Number 7471

Monday, MAY 12, 2014 09:07:34

Ttl Pd \$21.00 Rpt # 0004935294

ofa/FT/1-2

**TRUST TRANSFER DEED**

GRANT DEED (Excluded from Reappraisal Under Proposition 13 i.e., Calif. Const. Art. 13 A§1 et Seq. and Calif. Revenue & Taxation Code Section 11930-Grantee is a trust for the benefit of the Grantors.) THIS CONVEYANCE TRANSFERS AN INTEREST INTO OR OUT OF A LIVING TRUST, R & T 11930)

The undersigned Grantor(s) declare under penalty of perjury that the following is true and correct:

There is no consideration for this transfer. Documentary transfer tax is \$0. This is a Transfer under §62 of the Revenue and Taxation Code, which qualifies for an exclusion because the transfer is to a revocable trust. *Not pursuant to a sale and for the benefit of the Grantor.* THIS CONVEYANCE TRANSFERS AN INTEREST INTO OR OUT OF A LIVING TRUST, R & T 11930)

GRANTOR(S): JARED R. WATERMAN, an unmarried man, hereby grant(s) to JARED R. WATERMAN Trustee, or his successors in trust under JARED R. WATERMAN LIVING TRUST dated April 15, 2014, and any amendments thereto, the following described property in the City of San Francisco, County of San Francisco, State of California, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

APN: 2652-007 ✓

✓ Commonly known as: 120 Corbett Avenue, San Francisco, CA 94114

DATED: April 15, 2014

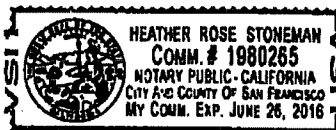
  
JARED R. WATERMAN, GRANTOR

State of California )  
County of San Francisco )

On April 15, 2014, before me, Heather Rose Stoneman, a Notary Public, personally appeared JARED R. WATERMAN, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) 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.



  
NOTARY PUBLIC

MAIL TAX STATEMENTS TO:

Jared R. Waterman, Trustee  
120 Corbett Avenue  
San Francisco, CA 94114

## **EXHIBIT A**

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

**Beginning at the point of intersection of the northwesterly line of Corbett Avenue and the dividing line between Lots No's 3 and 4 Block "W" according to Map hereinafter referred to, running thence Southwesterly along said line of Corbett Avenue 25 feet and 5 ½ inches, more or less, to the Westerly line of said Lot No. 4; thence Northerly and along the Westerly line of said Lot No. 4; a distance of 50.22 feet, more or less, to a point distant thereon 60 feet Southerly from the Southerly line of 17<sup>th</sup> Street; thence at a right angle Easterly parallel with the Southerly line of 17<sup>th</sup> Street 25 feet; thence at a right angle Southerly 41.87 feet, more or less, to the point of beginning.**

**Being part of Lot No. 4 in Block "W" according to Map entitled "Part of the Park Lane Tract Map No.2", filed in the Office of the Recorder of the City and County of San Francisco, State of California January 8, 1889 and recorded in Map Book 1, Page 181.**

**Commonly Known As: 120 Corbett Avenue, San Francisco, CA 94114**

**APN: 2652-007**

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO

2018 JUL 23 AM 10:46

City Planning Commission

Case No. 2017-009348 CUA VAR

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

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

Street Address, property owned	Assessor's Block & Lot	Printed Name of Owner(s)	Original Signature of Owner(s)
1. <u>3041 MARKET</u>	<u>265 8078</u>	<u>Gr. Boe</u>	<u>[Signature]</u>
2. <u>3049 MARKET</u>	<u>265 8045</u>	<u>C Ratajski</u>	<u>[Signature]</u>
3. <u>3053 MARKET</u>	<u>265 8060</u>	<u>STEPHEN KIRWAN, I</u>	<u>[Signature]</u>
4. <u>4610 18<sup>th</sup> ST</u>	<u>265 8068</u>	<u>Valerie Barall</u>	<u>[Signature]</u>
5. <u>4612 18<sup>th</sup> ST</u>	<u>265 8069</u>	<u>Wm [Signature]</u>	<u>[Signature]</u>
6. _____	_____	_____	_____
7. _____	_____	_____	_____
8. _____	_____	_____	_____
9. _____	_____	_____	_____
10. _____	_____	_____	_____
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13. _____	_____	_____	_____
14. _____	_____	_____	_____
15. _____	_____	_____	_____
16. _____	_____	_____	_____
17. _____	_____	_____	_____
18. _____	_____	_____	_____
19. _____	_____	_____	_____
20. _____	_____	_____	_____
21. _____	_____	_____	_____
22. _____	_____	_____	_____



2658/060  
3053 Market  
KIRWAN

by:

San Francisco, CA 94114

and when recorded mail to:  
Stephen V. Kirwan  
3053 Market Street  
San Francisco, CA 94114

Mail Tax Statement To:  
same as above

San Francisco Assessor-Recorder  
Mabel S. Teng, Assessor-Recorder  
DOC- 2004-H784795-00  
Check Number 1270  
Wednesday, AUG 11, 2004 13:01:15  
Ttl Pd \$15.00 Nbr-0002551218  
REEL I699 IMAGE 0321  
0J1/JL/1-3

SPACE ABOVE THIS LINE FOR RECORDER'S USE

### GRANT DEED

The undersigned grantor declares:  
Documentary transfer tax is NONE. Conveyance transferring  
grantor's interest to his revocable living trust and not pursuant to  
sale.

APN: Block 2658 Lot 60

Property Address: 3053 Market Street, San Francisco, California

For no consideration, STEPHEN V. KIRWAN, an unmarried man,  
as his sole and separate property, hereby GRANTS to STEPHEN V.  
KIRWAN, as Trustee for the STEPHEN V. KIRWAN TRUST, created by a  
Declaration of Trust dated August 9, 2004, the following described  
real property situated in the City and Country of San Francisco,  
State of California:

#### PARCEL A:

Condominium Unit No. 1, Lot No. 60, as shown upon the  
Condominium Map and diagrammatic floor plan entitled, "Parcel Map  
of 3053 - 3055 Market Street, a Condominium, Being a Resubdivision  
of the a portion of Lot 14, and all of Lot 43, in Block "B" of that  
certain map entitled "Map of a portion of Park Lane Tract, between  
17th and 18th Streets, San Francisco, California", recorded April 22,  
1885 in Book "C" and "D" of Maps, at page 147, in the office the the  
Recorder of the City and County of San Francisco, State of  
California, also being a resubdivision of Lot 44, being a portion of

Assessor's Block 265B" which was filed for record on June 3, 1996 in Condominium Map Book 50, at pages 7 - 9, inclusive in the office of the Recorder of the City and County of San Francisco, State of California (referred to herein as the "Map") and as further defined in the Declaration of Covenants, Conditions and Restriction of 3053 - 3055 Market Street Homeowners Association, recorded on June 3, 1996, Book G645, Page 532 and following, Official Records of the City and County of San Francisco, State of California, (referred to herein as "the Declaration")

**EXCEPTING THEREFROM** any portion of the common area lying within said Unit.

**ALSO EXCEPTING THEREFROM:**

(a) Easements through said Unit, appurtenant to the common area and all other Units, for support and repair of the common area and all other Units.

(b) Easements, appurtenant to the common area for encroachment upon the air space of the Unit by those portions of the common area located within the Unit.

**PARCEL B:**

An undivided 50% interest in and to the Common Area as shown on the Map and defined in the Declaration, reserving therefrom the following:

(a) Exclusive easements, other than PARCEL C, as shown on the Map and reserved by Grantor to Units for use as defined in the Declaration; and

(b) Non-exclusive easement appurtenant to all units for ingress and egress, support, repair and maintenance.

**PARCEL C:**

The following easements appurtenant to Parcel A above as set forth and defined in the Declaration:

(a) The exclusive easement to use the Deck Area designated as D-1 on the Map.

4784795

(b) The exclusive easement to use the Parking Area designated as P-1 on the Map.

**PARCEL D:**

A nonexclusive easement appurtenant to PARCEL A for support, repair and maintenance and for ingress and egress through the Common Area in accordance with California Civil Code Section 1361(a).

**PARCEL E:**

Encroachment easement appurtenant to the Unit in accordance with the provisions of the Declaration.

This conveyance is to a revocable trust created by the grantor and does not constitute a change of ownership and is not subject to reassessment pursuant to Revenue and Taxation Code section 62.

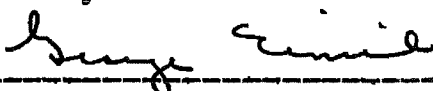
Dated: August 9, 2004

  
STEPHEN V. KIRWAN

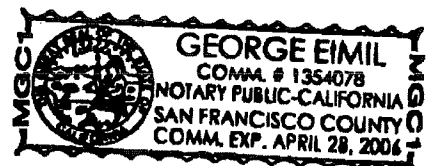
State of California                    )  
County of San Francisco            )

On August 9, 2004, before me, George Eimil, a notary public, in and for the state, personally appeared STEPHEN V. KIRWAN, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal


Signature 

(Seal)



2658/069  
4612 18th St.  
SALIT

AND WHEN RECORDED MAIL TO  
William S. Salit  
4612 18<sup>th</sup> Street  
San Francisco, California 94114

  
San Francisco Assessor-Recorder  
Phil Ting, Assessor-Recorder  
DOC- 2006-1256569-00  
Check Number 1882  
Tuesday, SEP 19, 2006 10:31:11  
Ttl Pd \$12.00 Nbr-0003082884  
REEL J228 IMAGE 0384  
okc/KC/1-2

APN: 19-2658-69-02, Lot 69, Block 2658

Space above line for Recorder's Use  
NO TAX DUE.

### GRANT DEED

Not pursuant to sale. Transfer into revocable living trust. Cal. Rev. & Tax. Code 11911 *et seq.*  
Documentary transfer tax is NONE.

\_ Unincorporated area X City of San Francisco

MAIL TAX STATEMENTS TO William S. Salit, 4612 18<sup>th</sup> Street, San Francisco, California 94114

FOR NO CONSIDERATION BETWEEN THE PARTIES,

GRANTOR WILLIAM S. SALIT, an unmarried man,

GRANTS TO WILLIAM S. SALIT, as Trustee, or his Successors in Trust, under the WILLIAM SALIT  
LIVING TRUST dated August 31, 2006, and any amendments thereto, as to his interest

That real property in the City of San Francisco, County of San Francisco, State of California, described in Exhibit  
"A" attached hereto and incorporated herein.

Commonly known as 4612 18<sup>th</sup> Street, San Francisco, California 94114

Dated: August 21, 2006

  
William S. Salit

State of California )

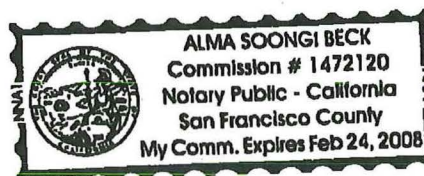
) ss

County of San Francisco )

On August 31, 2006, before me, Alma Soongi Beck, a notary public, personally appeared WILLIAM S.  
SALIT, 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 he executed the same in  
his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf  
of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature  (SEAL)



**EXHIBIT A**

**PARCEL 1:**

**CONDOMINIUM UNIT NO. 4612 (LOT 69) AS SHOWN UPON THE CONDOMINIUM MAP AND DIAGRAMMATIC FLOOR PLAN ENTITLED "PARCEL MAP OF 4610-4612 18TH STREET, A RESIDENTIAL CONDOMINIUM PROJECT" WHICH WAS FILED FOR RECORD ON JUNE 23, 2005 IN CONDOMINIUM MAP BOOK 91, AT PAGES 25 TO 27, INCLUSIVE, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA (REFERRED TO HEREIN AS "THE MAP"), AND AS FURTHER DEFINED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF 4610-4612 18TH STREET HOMEOWNERS ASSOCIATION RECORDED ON JUNE 24, 2005, AS DOCUMENT NO. 2005-H978827 IN BOOK/REEL 1918, PAGE/IMAGE 0097, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA (REFERRED TO HEREIN AS "THE DECLARATION").**

**EXCEPTING THEREFROM, ANY PORTION OF THE COMMON AREA LYING WITHIN SAID UNIT.**



2658/079  
3043 Market  
Barry

20169K36000100004  
San Francisco Assessor-Recorder  
Carmen Chu, Assessor-Recorder  
DOC 2016-K360001-00  
Acct 6002-First American Title Co.- Redwood City  
Friday, NOV 18, 2016 12:20:15  
Ttl Pd \$27.00 Nbr-0005496417  
odm/RE/1-4

UMENT TO:

Stephen J Barry, Trustee  
3043 Market Street  
San Francisco, CA 94114

Space Above This Line for Recorder's Use Only

A.P.N.: LOT 079 AND BLOCK 2658

File No.: 3802-5282476 (nlc)

Situs Address: 3043 Market Street, San Francisco, CA 94114

Property Address: **3043 Market Street, San Francisco, CA 94114**

Lot Number: 079

Block Number: 2658

### GRANT DEED

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$0 CITY TRANSFER TAX \$0  
SURVEY MONUMENT FEE \$

- [ ] computed on the consideration or full value of property conveyed, OR  
[ ] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,  
[ ] unincorporated area; [ X ] City of **San Francisco**, and  
[ X ] Exempt from transfer tax; Reason: **correct of Vesting**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,  
**Stephen J Barry, Trustee, The Stephen J. Barry 2015 Revocable Trust**

hereby GRANT(s) to **Stephen J Barry, Trustee, The Stephen J. Barry 2015 Revocable Trust**, dated  
**March 19, 2015**

the following described property in the City of **San Francisco**, County of **San Francisco**, State of **California**:

#### PARCEL I:

**CONDOMINIUM UNIT NO. 3043 (LOT NO. 79) AS SHOWN UPON THE CONDOMINIUM PLAN RECORDED ON JANUARY 17, 2012 IN BOOK/REEL K563 AT PAGE/IMAGE 0015, DOCUMENT NO. 2012-J333409, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA (REFERRED TO HEREIN AS "THE PLAN") BEING A SUBDIVISION OF THE LAND AS SHOWN ON THAT CERTAIN MAP RECORDED ON NOVEMBER 29, 2011, IN CONDOMINIUM MAP BOOK 117 AT PAGE(S) 56 TO 57, INCLUSIVE (REFERRED TO HEREIN AS "THE MAP"), AND AS FURTHER DEFINED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF 3041-3043 MARKET STREET AND CONDOMINIUM PLAN OF 3041-3043 MARKET STREET RECORDED ON JANUARY 17, 2012, IN BOOK/REEL K563 AT PAGE/IMAGE 0015, DOCUMENT NO. 2012-J333409, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA (REFERRED TO HEREIN AS "THE DECLARATION").**

**EXCEPTING THEREFROM, ANY PORTION OF THE COMMON AREA LYING WITHIN SAID UNIT.**

Mail Tax Statements To: **SAME AS ABOVE**

Date: 11/10/2016

**PARCEL II:**

**AN UNDIVIDED 50% INTEREST IN AND TO THE COMMON AREA AS SHOWN AND DEFINED ON THE PLAN**

**PARCEL III:**

**(A) THE EXCLUSIVE EASEMENT TO USE THE YARD AREA(S) DESIGNATED Y-3043 ON THE PLAN.**

**(B) THE EXCLUSIVE EASEMENT TO USE THE STORAGE AREA(S) DESIGNATED S-A ON THE PLAN.**

**PARCEL IV:**

**A NONEXCLUSIVE EASEMENT APPURTENANT TO PARCEL I ABOVE FOR SUPPORT, REPAIR AND MAINTENANCE, AND FOR INGRESS AND EGRESS THROUGH THE COMMON AREA IN ACCORDANCE WITH CALIFORNIA CIVIL CODE SECTION 1361 (A).**

**PARCEL V:**

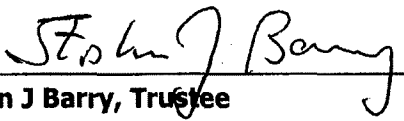
**ENCROACHMENT EASEMENTS APPURTENANT TO THE UNIT IN ACCORDANCE WITH THE PROVISIONS OF THE DECLARATION.**

Date: **11/10/2016**

A.P.N.: LOT 079 AND BLOCK 2658

File No.: 3802-5282476 (nlc)

Dated: November 10, 2016

  
\_\_\_\_\_  
**Stephen J Barry, Trustee**

Date: 11/10/2016

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.

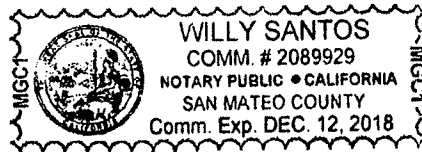
STATE OF CALIFORNIA )SSCOUNTY OF SAN FRANCISCO )On 11/14/16 before me, Willy Santos, Notary Public, personally appeared

Stephen J Barry  
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

W Santos*This area for official notarial seal.*

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO

2018 JUL 23 AM 10:46

City Planning Commission  
Case No. 2017-009348 WA

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

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

	Street Address, property owned	Assessor's Block & Lot	Printed Name of Owner(s)	Original Signature of Owner(s)
1.	3043 MARKET	265 8079	STEPHEN J BARRY	<u>Stephen J Barry, the</u>
2.				
3.				
4.				
5.				
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22.				



RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO

City Planning Commission

Case No. 2017-009348 CUA

2018 JUL 23 AM 10:46

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

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

	Street Address, property owned	Assessor's Block & Lot	Printed Name of Owner(s)	Original Signature of Owner(s)
1.	<u>3041 MARKET</u>	<u>265 8078</u>	<u>GORDON M BOE</u>	<u>* [Signature]</u>
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
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18.	_____	_____	_____	_____
19.	_____	_____	_____	_____
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RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO

2018 JUL 23 AM 10:46

City Planning Commission

Case No. 2017 009348 CUA VAR

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

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

	Street Address, property owned	Assessor's Block & Lot	Printed Name of Owner(s)	Original Signature of Owner(s)
1.	<u>4630 18TH ST</u>	<u>2658073</u>	<u>THOMAS LUKENS</u>	<u>[Signature]</u>
2.	<u>4630 18TH</u>	<u>2658073</u>	<u>Leslie Sunada</u>	<u>[Signature]</u>
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____
6.	_____	_____	_____	_____
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18.	_____	_____	_____	_____
19.	_____	_____	_____	_____
20.	_____	_____	_____	_____
21.	_____	_____	_____	_____
22.	_____	_____	_____	_____

2658/073  
4630 18th St.  
SUNADA / LUKENS

6200 PARK AVE  
DES MOINES, IA 50321

**Property Address:** 4630 18th ST, San  
Francisco, CA 94114-1834

**Parcel Number:** 2658073

20179K51497500024  
San Francisco Assessor-Recorder  
Carmen Chu, Assessor-Recorder  
DOC 2017-K514975-00  
Acct 2005-Fidelity Title Company Concord  
Tuesday, SEP 19, 2017 08:35:14  
Ttl Pd \$87.00 Nbr-0005683729  
oar/RE/1-24

## Deed of Trust

**Definitions.** Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "*Security Instrument*" means this document, which is dated September 14, 2017, together with all Riders to this document.

(B) "*Borrower*" is Leslie M. Sunada, Trustee of the Sunada Survivors Trust, as to an undivided 93.75% interest and Thomas F. Lukens, a single man, as to an undivided 6.25% interest, as tenants in common. Borrower's address is 4351 17TH ST, SAN FRANCISCO, CA 94114-1804. Borrower is the trustor under this Security Instrument.

(C) "*Lender*" is Wells Fargo Bank, N.A.. Lender is a corporation organized and existing under the laws of United States of America. Lender's address is 101 North Phillips Avenue, Sioux Falls, SD 57104. Lender is the beneficiary under this Security Instrument.

(D) "*Trustee*" is Fidelity National Title Ins Co.

(E) "*Note*" means the promissory note signed by Borrower and dated September 14, 2017. The Note states that Borrower owes Lender seven hundred fifty five thousand and 00/100 Dollars (U.S. \$755,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than October 1, 2047.

(F) "*Property*" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "*Loan*" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "*Riders*" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Adjustable Rate Rider | <input checked="" type="checkbox"/> Condominium Rider   | <input type="checkbox"/> Second Home Rider             |
| <input type="checkbox"/> Balloon Rider         | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider              |
| <input type="checkbox"/> VA Rider              | <input type="checkbox"/> Biweekly Payment Rider         | <input checked="" type="checkbox"/> Other(s) [specify] |



Trust Rider

(I) "*Applicable Law*" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "*Community Association Dues, Fees, and Assessments*" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "*Electronic Funds Transfer*" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "*Escrow Items*" means those items that are described in Section 3.

(M) "*Miscellaneous Proceeds*" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "*Mortgage Insurance*" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "*Periodic Payment*" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "*RESPA*" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, RESPA refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "*Successor in Interest of Borrower*" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

**Transfer of Rights in the Property.** This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County [Type of Recording Jurisdiction] of San Francisco [Name of Recording Jurisdiction] SEE ATTACHED LEGAL DESCRIPTION AS Exhibit A

Parcel ID Number: 2658 073 which currently has the address of 4630 18th ST [Street] San Francisco [City], California 94114-1834 [Zip Code] ("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

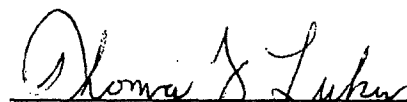





The undersigned Borrower requests that a copy of any Notice of Default and any Notice of Sale under this Security Instrument be mailed to the Borrower at the address set forth above. A copy of any Notice of Default and any Notice of Sale will be sent only to the address contained in this recorded request. If the Borrower's address changes, a new request must be recorded.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

**Borrower**

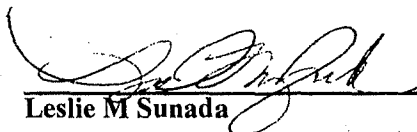
  
Thomas F Lukens  
2017/04/14  
Date  
Seal

**Trustee**

  
Leslie M Sunada, Trustee of the  
Sunada Survivors Trust under trust  
instrument dated April 12, 2003.  
9/14/17  
Date  
Seal

BY SIGNING BELOW, Settlor, of the Sunada Survivors Trust under trust instrument dated 04/12/2003, agrees that the term Borrower when used in this Security Instrument shall include Settlor, and the Settlor acknowledges and agrees to be bound by all of the terms and covenants contained in this Security Instrument and any Riders to this Security Instrument.

**Settlor**

  
Leslie M Sunada  
9/14/17  
Date  
Seal





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. 14, 2017, before me, E. Davis, Notary Public,  
personally appeared

Thomas F. Lukens and

Leslie M. Sunada

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.

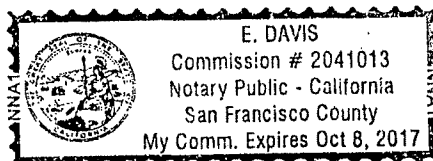
WITNESS my hand and official seal.

E. Davis

Notary Public

My commission expires:

10/08/2017



Loan Origination Organization: Wells Fargo  
Bank N.A.

NMLSR ID: 399801

Loan Originator: Alber Saleh

NMLSR ID: 479975



# Inter Vivos Revocable Trust Rider

## Definitions Used in this Rider.

- (A) "Revocable Trust." The Sunada Survivors Trust created under trust instrument dated April 12, 2003.
- (B) "Revocable Trust Trustee(s)." Leslie M Sunada, trustee(s) of the Revocable Trust.
- (C) "Revocable Trust Settlor(s)." Leslie M Sunada, settlor(s), grantor(s), or trustor(s) of the Revocable Trust.
- (D) "Lender." Wells Fargo Bank, N.A.
- (E) "Security Instrument." The Deed of Trust and any riders thereto of the same date as this Rider given to secure the Note to Lender of the same date and covering the Property (as defined below).
- (F) "Property." The property described in the Security Instrument and located at:

4630 18th ST, San Francisco, CA 94114-1834

[Property Address]

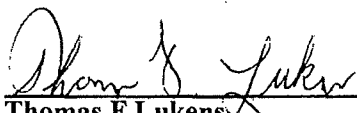
THIS INTER VIVOS REVOCABLE TRUST RIDER is made September 14, 2017, and is incorporated into and shall be deemed to amend and supplement the Security Instrument.

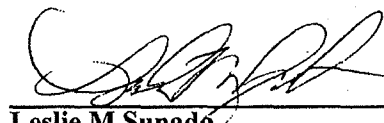
**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, the Revocable Trust Trustee(s), and the Revocable Trust Settlor(s) and the Lender further covenant and agree as follows:

### A. Additional Borrower(s).

The term "Borrower" when used in the Security Instrument shall refer to the Revocable Trust Trustee(s), the Revocable Trust Settlor(s), and the Revocable Trust, jointly and severally. Each party signing this Rider below (whether by accepting and agreeing to the terms and covenants contained herein or by acknowledging all of the terms and covenants contained herein and agreeing to be bound thereby, or both) covenants and agrees that, whether or not such party is named as "Borrower" on the first page of the Security Instrument, each covenant and agreement and undertaking of the "Borrower" in the Security Instrument shall be such party's covenant and agreement and undertaking as "Borrower" and shall be enforceable by the Lender as if such party were named as "Borrower" in the Security Instrument.

### Borrower

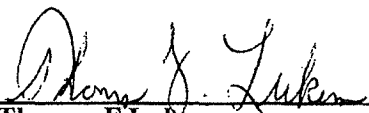
  
Thomas F Lukens  
2017/09/14  
Date  
Seal

  
Leslie M Sunada  
9/14/17  
Date  
Seal

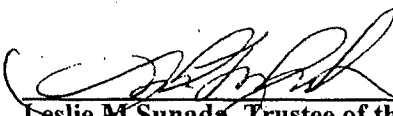


BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Condominium Rider.

**Borrower**

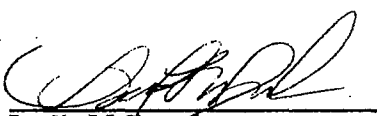
  
Thomas F Lukens 2017/09/14  
Date  
Seal

**Trustee**

  
Leslie M Sunada, Trustee of the  
Sunada Survivors Trust under trust  
instrument dated April 12, 2003.  
Date  
Seal

BY SIGNING BELOW, Settlor, of the Sunada Survivors Trust under trust instrument dated April 12, 2003, acknowledges all of the terms and covenants contained in this Security Instrument and any rider(s) thereto and agrees to be bound thereby.

**Settlor**

  
Leslie M Sunada 9/14/17  
Date  
Seal



THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**Uniform Covenants.** Borrower and Lender covenant and agree as follows:

**1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall



be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower





a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums



secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or



other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

**(A) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.**



**(B) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.**

**11. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.



All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any





notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**17. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.



**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.



**Non-Uniform Covenants.** Borrower and Lender further covenant and agree as follows:

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee shall cause this notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

**23. Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Lender may charge such person or persons a reasonable fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law. If the fee charged does not exceed the fee set by Applicable Law, the fee is conclusively presumed to be reasonable.

**24. Substitute Trustee.** Lender, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Security Instrument is recorded and the name and address of the successor trustee. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee herein and by Applicable Law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

**25. Statement of Obligation Fee.** Lender may collect a fee not to exceed the maximum amount permitted by Applicable Law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.



RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO

2018 JUL 23 AM 10:48

City Planning Commission

Case No. 2017 009348 CVA JAR

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

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

	Street Address, property owned	Assessor's Block & Lot	Printed Name of Owner(s)	Original Signature of Owner(s)
1.	<u>3008 Market</u> <u>St.</u>	<u>2456004</u>	<u>DONNA M COOPER</u>	<u>Donna M. Cooper</u>
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____
6.	_____	_____	_____	_____
7.	_____	_____	_____	_____
8.	_____	_____	_____	_____
9.	_____	_____	_____	_____
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11.	_____	_____	_____	_____
12.	_____	_____	_____	_____
13.	_____	_____	_____	_____
14.	_____	_____	_____	_____
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16.	_____	_____	_____	_____
17.	_____	_____	_____	_____
18.	_____	_____	_____	_____
19.	_____	_____	_____	_____
20.	_____	_____	_____	_____
21.	_____	_____	_____	_____
22.	_____	_____	_____	_____

2656/004  
3008 Market  
Cooper

700 Larkspur Landing Circle  
Suite 205  
Larkspur, CA 94939



San Francisco Assessor-Recorder  
Doris M. Ward, Assessor-Recorder  
DOC- 2000-G873775-00

Check Number 3317

Monday, DEC 11, 2000 10:19:08

Ttl Pd \$15.00

Nbr-0001521337

REEL H781 IMAGE 0173  
ear/TD/1-3

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Mail Tax Statements to:

Donna M. Cooper  
3008 Market Street  
San Francisco, CA 94114

Property address: 3008 Market Street, San Francisco  
APN: 19-2656-4

Documentary Transfer Tax \$ None \*\*

☒ Computed on the consideration or value of property conveyed; OR

☐ Computed on the consideration or value less liens or encumbrances remaining at time of sale.

Signature of Declarant or Agent determining tax - firm name

\*\*This conveyance is exempt from transfer tax under R&T 11911. This is [ ] a gift; [x] interspousal transfer; [ ] transfer to revocable trust; [ ] correction of title; or [ ] other - describe

## QUITCLAIM DEED

FOR NO CONSIDERATION,

MICHAEL D. LIPS and DONNA M. COOPER, Trustees of The Lips/Cooper Family Trust - 1997,  
u/v/a dated March 17, 1997, as the separate property of Donna M. Cooper,

do hereby REMISE, RELEASE AND FOREVER QUITCLAIM to

DONNA M. COOPER, an unmarried woman

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

see property description attached hereto as Exhibit A and made a part hereof

Dated: November 2, 2000

  
Michael D. Lips

  
Donna M. Cooper

Mail Tax Statements as Directed Above  
Notary Acknowledgment attached





San Francisco Assessor-Recorder  
Doris M. Ward, Assessor-Recorder  
DOC- 2000-G873776-00

Check Number 3317  
Monday, DEC 11, 2000 10:19:20  
Ttl Pd \$18.00 Nbr-0001521338

REEL H781 IMAGE 0174  
000/TD/1-3

**WHEN RECORDED MAIL TO:**

Myron S. Greenberg, Esq.  
700 Larkspur Landing Circle  
Suite 205  
Larkspur, CA 94939

SPACE ABOVE THIS LINE FOR RECORDER'S USE:

**Mail Tax Statements to:**

Donna M. Cooper  
3008 Market Street  
San Francisco, CA 94114

Property address: 3008 Market Street, San Francisco  
APN: 19-2656-4

Documentary Transfer Tax \$ None \*\*  
☒ Computed on the consideration or value of property conveyed; OR  
☐ Computed on the consideration or value less liens or encumbrances remaining at time of sale.

  
Signature of Declarant or Agent determining tax - firm name

**\*\*This conveyance is exempt from transfer tax under R&T 11911. This is [ ] a gift; [ ] interspousal transfer; [ x ] transfer to revocable trust; [ ] correction of title; or [ ] other - describe**

**QUITCLAIM DEED**

**FOR NO CONSIDERATION,,**

**DONNA M. COOPER, an unmarried woman**

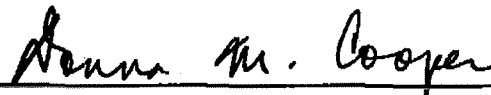
**does hereby REMISE, RELEASE AND FOREVER QUITCLAIM to**

**DONNA M. COOPER, Trustee of The Donna M. Cooper Trust - 2000, u/t/a dated June 6, 2000**

**the real property in the City and County of San Francisco, State of California, described as:**

**see property description attached hereto as Exhibit A and made a part hereof**

**Dated:** Nov. 2, 2000

  
Donna M. Cooper

**Mail Tax Statements as Directed Above  
Notary Acknowledgment attached**

STATE OF CALIFORNIA )

G873776

COUNTY OF San Francisco ss.

On NOV. 2nd, 2000, before me, a Notary Public, personally appeared Donna M. Cooper, 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 persons or the entity upon behalf of which she acted executed the instrument.

WITNESS my hand and official seal.

Signature

Rosmarie Gordon

Print Name:

Rosmarie Gordon



Description of Instrument: Quitclaim Deed

1556 Deed SF

**COMMENCING** at a point on the Northerly line of Market Street (formerly Merritt Street), distant thereon 50.12 feet Westerly from the Westerly line of Hattie Street; running thence Westerly along said Northerly line of Market Street 25.06 feet; thence at a right angle Northerly 71.02 feet to the Northerly line of Lot No. 3 in Block "C" as per map hereinafter referred to, thence Easterly along said last named line 25.18 feet to the Easterly line of said Lot No. 3 and thence Southerly along said last named line 70.31 feet to the Northerly line of Market Street and the point of commencement.

**BEING** Lot Number 3 in Block "C" as said lot and block are delineated and so designated upon that certain map entitled "MAP OF A PORTION OF PARK LANE TRACT", filed April 22, 1885 and recorded in Liber "C" and "D" of Maps at Page 147.

**Assessor's Parcel:** 19-2656-4

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO

2018 JUL 23 AM 10:48

BY     

City Planning Commission

Case No. 2017-009348 UJA JAR

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

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

Street Address, property owned	Assessor's Block & Lot	Printed Name of Owner(s)	Original Signature of Owner(s)
<u>3032-3034 MARKET ST</u>	<u>2656011</u>	<u>SUSAN SHAWL</u>	<u>Susan Shawl</u>
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____
7. _____	_____	_____	_____
8. _____	_____	_____	_____
9. _____	_____	_____	_____
10. _____	_____	_____	_____
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12. _____	_____	_____	_____
13. _____	_____	_____	_____
14. _____	_____	_____	_____
15. _____	_____	_____	_____
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17. _____	_____	_____	_____
18. _____	_____	_____	_____
19. _____	_____	_____	_____
20. _____	_____	_____	_____
21. _____	_____	_____	_____
22. _____	_____	_____	_____

2656 / 011  
3032-3034 Market  
SHAWL

58 Maiden Lane, 2nd Floor  
San Francisco, CA 94108

MAIL TAX STATEMENTS TO:

Susan Shawl  
326 - 63<sup>rd</sup> Street  
Oakland, CA 94618

San Francisco Assessor-Recorder  
Mabel S. Teng, Assessor-Recorder  
DOC- 2004-H639142-00

Check Number 648

Thursday, JAN 15, 2004 15:44:33

Ttl Pd \$9.00

Nbr-0002383883

REEL I554 IMAGE 0956

oke/KC/1-1

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

## GRANT DEED

The undersigned Grantor(s) declare(s) under penalty of perjury that the following is true and correct:

Documentary transfer tax is \$ -0- NO CONSIDERATION. Grantor(s) is transferring the property into living trust.

- ( ) 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, and County of San Francisco.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, SUSAN SHAWL, a single woman, hereby GRANT(S) to SUSAN SHAWL, as Trustee of the SUSAN SHAWL LIVING TRUST, dated December 17, 2003, the following described real property in the City of San Francisco, County of San Francisco, State of California:

Lot 10 in Block "C", as per Map entitled, "Map of Portion of Park Lane Tract", filed April 22, 1885, in Book "C" and "D" of Maps, Page 147, in the office of the Recorder of the City and County of San Francisco, California.

APN: Lot 11, Block 2656

3032 Market Street, San Francisco, California

Dated: 12-17-2003

Susan Shawl  
SUSAN SHAWL

STATE OF CALIFORNIA )

COUNTY OF San Francisco )

) SS

On this 17<sup>th</sup> day of December, 2003, before me, Mary G. Sancimino personally appeared SUSAN SHAWL, 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 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(ies) upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Mary G. Sancimino  
NOTARY PUBLIC





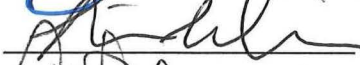
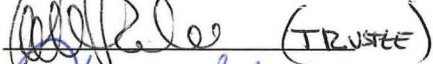
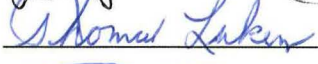


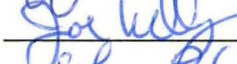
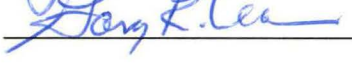


## City Planning Commission

Case No. 2017 009348 CVA VAE

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

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

Street Address, property owned	Assessor's Block & Lot	Printed Name of Owner(s)	Original Signature of Owner(s)
1. 149 CORBETT	2656058	Steven Moonjian	
2. 149 CORBETT	2656058	Stephane EREMIAN	
3. 135 CORBETT	2656062	STEVEN WILLIAMS	
4. 135 CORBETT	2656062	GRAHAM BROWNLEE	 (TRUSTEE)
5. 4351 17 <sup>th</sup> St.	2652027	Thomas Lukens	
6. 4351-A 17 <sup>th</sup> ST	2652028	Brad Buethe	
7. 4351-A 17 <sup>th</sup>	2652028	Olof Munksson	
8. 100 CORBETT	2652002	Joe Kelley	
9. 100 CORBETT	2652002	Gary Lee	
10. _____	_____	_____	_____
11. _____	_____	_____	_____
12. _____	_____	_____	_____
13. _____	_____	_____	_____
14. _____	_____	_____	_____
15. _____	_____	_____	_____
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17. _____	_____	_____	_____
18. _____	_____	_____	_____
19. _____	_____	_____	_____
20. _____	_____	_____	_____
21. _____	_____	_____	_____
22. _____	_____	_____	_____

RECEIVED  
BOARD OF SUPERVISORS  
SALEMAN  
2018 JUL 23 AM 10:49

2656/062  
135 Corbett  
Brownlee

San Francisco, CA 94104

San Francisco Assessor-Recorder  
Carmen Chu, Assessor-Recorder  
DOC- 2013-J695952-00  
Check Number 3635  
Wednesday, JUN 26, 2013 13:34:08  
Ttl Pd \$18.00 Rcpt # 0004724771  
REEL K926 IMAGE 0680  
odm/AB/1-1

## GRANT DEED

A.P.N. Lot 62, Block 2656  
135 Corbett Avenue, San Francisco

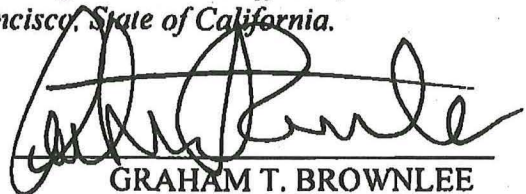
The undersigned grantor declares: TRANSFER TO REVOCABLE TRUST  
FOR BENEFIT OF GRANTOR.

Documentary transfer tax is NONE. NO CONSIDERATION. NOT PURSUANT TO SALE.  
Rev. & Tax. Code § 11911 and § 11930

GRAHAM T. BROWNLEE, an unmarried man, hereby GRANTS to GRAHAM BROWNLEE, as  
Trustee of the Graham Brownlee Trust, dated June 25, 2013, the following described real property in the  
City and County of San Francisco, State of California (commonly known as 135 Corbett Avenue):

*Lot No. 62, in Block "C", as said lot and block are delineated and so  
designated upon that certain map entitled, "Map of a Portion of Park  
Lane Tract between 17<sup>th</sup> and 18<sup>th</sup> Streets", filed on April 22, 1895 and  
recorded in Liber "C" and "D" of Maps, at Page 147, in the office of the  
recorder of the City and County of San Francisco, State of California.*

Dated: 6/25, 2013

  
GRAHAM T. BROWNLEE

STATE OF CALIFORNIA )  
COUNTY OF SAN FRANCISCO )

On June 25, 2013, before me, Mary Klestoff, Notary Public,  
personally appeared GRAHAM T. BROWNLEE, who proved to me on the basis of satisfactory evidence to be the person  
whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized  
capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed  
the instrument.

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

WITNESS my hand and official seal.

Signature





Mail Tax Statements To: Graham Brownlee, 135 Corbett Avenue, San Francisco, CA 94114



## City Planning Commission

Case No. 2017 009348 CUA VAR

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

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

Street Address, property owned	Assessor's Block & Lot	Printed Name of Owner(s)	Original Signature of Owner(s)
1. <u>10 STORRIE ST</u>	<u>2657016</u>	<u>THE JAMES AND DAISY</u>	<u>James Young Trustee</u>
2. <u>59 HATTIE ST</u>	<u>2657029</u>	<u>YOUNG FAMILY TRUST</u>	<u>Daisy A. Young Trustee</u>
3. <u>75 HATTIE ST</u>	<u>2657030</u>	<u>DATED NOV. 6, 2017</u>	<u>Daisy A. Young Trustee</u>
4. <u>10 STORRIE ST</u>	<u>2657029</u>		<u>Daisy A. Young Trustee</u>
5. <u>10 STORRIE ST</u>	<u>2657029</u>		<u>Daisy A. Young Trustee</u>
6. <u>10 STORRIE ST</u>	<u>2657029</u>		<u>Daisy A. Young Trustee</u>
7. _____	_____	_____	_____
8. _____	_____	_____	_____
9. _____	_____	_____	_____
10. _____	_____	_____	_____
11. _____	_____	_____	_____
12. _____	_____	_____	_____
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14. _____	_____	_____	_____
15. _____	_____	_____	_____
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2018 JUL 23 AM 10:49  
 BOARD OF SUPERVISORS  
 SAN FRANCISCO  
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2657/016 10 Starrie  
2657/029 59 HATTIE  
2657/030 75 HATTIE  
YOUNG

7  
The



San Francisco Assessor-Recorder  
Carmen Chu, Assessor-Recorder  
DOC- 2018-K601164-00  
Friday, APR 13, 2018 14:53:58  
Ttl Pd \$92.00 Rcpt # 0005789261  
okc/KC/1-2

28929 Market Street  
S.F. CA 94114

Grant Deed

The undersigned grantor(s) declare(s):  
Documentary Transfer Tax is ☒  
( ) 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,  
Daisy A. Young and James V. Young, husband and wife  
hereby GRANT(S) to  
The James and Daisy Young Family Trust  
that property in the City of San Francisco  
County of San Francisco, State of California  
SEE EXHIBIT ONE ATTACHED AND MADE A PART HEREOF  
Date: APRIL 13, 2018

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.

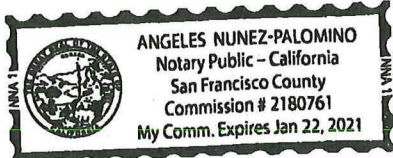
State of California  
County of

On 4/12/18 before me, Angeles Nunez Palomino a Notary Public, personally appeared Daisy Austria Young and James Vernon Young 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]  
Name: Angeles Nunez-Palomino  
(Typed or Printed)



(Seal)

## **EXHIBIT ONE**

**BEGINNING** at a point on the Easterly line of Hattie Street, distant thereon 75 feet Northerly from the Northerly line of 18th Street; running thence Northerly along the said Easterly line of Hattie Street 25 feet; thence at a right angle Easterly 75 feet; thence at a right angle Southerly 8.337 feet; thence Southerly 31.186 feet, more or less, to a point which is distant 49.985 feet Easterly from the point of beginning, measured along a line drawn at a right angle from the Easterly line of Hattie Street; thence Westerly 49.985 feet to the point of beginning.

**BEING** a portion to Lot 4, Block "A", according to the map entitled, "Park Lane Tract", recorded April 22, 1885, in the office of the Recorder of the City and County of San Francisco, State of California,, in Book "C" and "D" of Maps, at Page 147.



RECORDING REQUESTED BY:

James Young  
2929 Market Street  
San Francisco, CA 94114-1838



APN: Block 2657, Lot 29  
59 Hattie Street, S.F. 94114

When Recorded Mail Document and Tax Statements to:

James Young  
2929 Market Street  
San Francisco, CA 94114-1838



San Francisco Assessor-Recorder  
Carmen Chu, Assessor-Recorder

DOC- 2018-K616962-00

Monday, MAY 21, 2018 14:08:58

Ttl Pd \$95.00 Rcpt # 0005808245

oar/AB/1-3

Grant Deed

The undersigned grantor(s) declare(s):

Documentary Transfer Tax is 0

( ) 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

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

James Vernon Young, a married man as his separate property

hereby GRANT(S) to

The James and Daisy Young Family Trust dated November 6, 2017

that property in The City of San Francisco, County of San Francisco  
State of California

See Schedule "A" attached hereto and made part of

Date: 5-21-18

Declarant

James Vernon Young

Street Address: 59 Hattie Street, San Francisco, CA 94114

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 CA  
County of San Francisco

On 5/21/18 before me, Michael Lee a Notary Public, personally appeared James Vernon Young, 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: See Attached

Name: Michael Lee  
(Typed or Printed)

(Seal)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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 5/21/18

Date

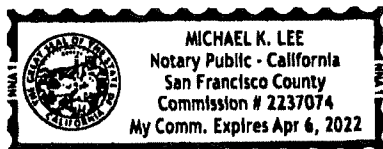
before me, Michael Lee

Here Insert Name and Title of the Officer

personally appeared James V. Young

Name(s) of Signer(s)

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]  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Grant Deed

Document Date: N/A

Number of Pages: 4

Signer(s) Other Than Named Above: N/A

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: James V. Young

- ☐ Corporate Officer – Title(s): \_\_\_\_\_  
☐ Partner – ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian of Conservator  
☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- ☐ Corporate Officer – Title(s): \_\_\_\_\_  
☐ Partner – ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian of Conservator  
☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

## SCHEDULE A

Real property in the City of SAN FRANCISCO, County of SAN FRANCISCO, State of California, described as follows:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHERLY LINE OF MARKET STREET WITH THE EASTERLY LINE OF HATTIE STREET, AS SAID STREETS ARE SHOWN ON THE "MAPS SHOWING THE OPENING AND WIDENING OF MARKET STREET FROM ORD STREET TO 24TH STREET; ALSO THE OPENINGS OF STORRIE STREET BETWEEN ORD AND HATTIE STREETS", FILED IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, AUGUST 22, 1941 AND RECORDED IN MAP BOOK "O" PAGES 46 TO 51 INCLUSIVE; RUNNING THENCE EASTERLY ALONG SAID LINE OF MARKET STREET 100.856 FEET TO THE BEGINNING OF THE CURVE TO THE RIGHT WITH A RADIUS OF 5.701 FEET WHICH CONNECTS SAID LINE OF MARKET STREET WITH THE NORTHWESTERLY LINE OF STORRIE STREET, AS SHOWN ON THE MAP ABOVE REFERRED TO; THENCE EASTERLY, SOUTHERLY AND WESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 16.189 FEET TO THE NORTHWESTERLY LINE OF STORRIE STREET; THENCE SOUTHWESTERLY ALONG SAID LINE OF STORRIE STREET 229.176 FEET TO THE EASTERLY LINE OF HATTIE STREET; THENCE NORTHERLY ALONG SAID LAST NAMED LINE 94.443 FEET TO THE POINT OF BEGINNING.

### EXCEPTING THEREFROM:

BEGINNING AT THE POINT ON THE EASTERLY LINE OF HATTIE STREET, DISTANT THEREON 75 FEET NORTHERLY FROM THE NORTHERLY LINE OF EIGHTEENTH STREET; AND RUNNING THENCE NORTHERLY ALONG THE SAID EASTERLY LINE OF HATTIE STREET, 25 FEET; THENCE AT A RIGHT ANGLE EASTERLY 75 FEET; THENCE AT A RIGHT ANGLE SOUTHERLY 6.337 FEET; THENCE SOUTHWESTERLY 31.186 FEET, MORE OR LESS, TO A POINT WHICH IS DISTANT 49.985 FEET EASTERLY FROM THE POINT OF BEGINNING, MEASURED ALONG A LINE DRAWN AT A RIGHT ANGLE FROM THE EASTERLY LINE OF HATTIE STREET; THENCE WESTERLY 49.985 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF LOT 4 IN BLOCK "A" ACCORDING TO THE MAP ENTITLED "PARK HOME TRACT" RECORDED APRIL 22, 1885, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, IN BOOK "C" AND "D" OF MAPS, PAGE 147.

APN: LOT 029 BLOCK 2657

Commonly known as: 59 Hattie Street, San Francisco, CA

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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 5/21/18 before me, Michael Lee, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared James V. Young  
Name(s) of Signer(s)

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]  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Grant Deed

Document Date: N/A Number of Pages: 4

Signer(s) Other Than Named Above: N/A

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: James V. Young

- ☐ Corporate Officer – Title(s): \_\_\_\_\_  
☐ Partner – ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian of Conservator  
☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- ☐ Corporate Officer – Title(s): \_\_\_\_\_  
☐ Partner – ☐ Limited ☐ General  
☐ Individual ☒ Attorney in Fact  
☐ Trustee ☐ Guardian of Conservator  
☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

**SCHEDULE A**

Real property in the City of SAN FRANCISCO, County of SAN FRANCISCO, State of California, described as follows:

**PARCEL ONE:**

BEGINNING AT A POINT ON THE EASTERLY LINE OF HATTIE STREET, DISTANT THEREON 75 FEET NORTHERLY FROM THE NORTHERLY LINE OF EIGHTEENTH STREET, AS SAID LINE OF EIGHTEENTH STREET FORMERLY EXISTED; THENCE EASTERLY AT RIGHT ANGLES TO SAID LINE OF HATTIE STREET 25 FEET; THENCE AT A RIGHT ANGLE SOUTHERLY 18.601 FEET TO THE NORTHWESTERLY LINE OF STORRIE STREET FORMERLY MARKET STREET; THENCE SOUTHWESTERLY ALONG SAID LINE OF STORRIE STREET 31.167 FEET TO THE EASTERLY LINE OF HATTIE STREET; AND THENCE NORTHERLY ALONG SAID LINE OF HATTIE STREET 37.213 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF LOT NO. 3 IN BLOCK "A" ACCORDING TO MAP OF A PORTION OF PARK LANE TRACT BETWEEN SEVENTEENTH AND EIGHTEENTH STREETS, RECORDED APRIL 22, 1886, IN MAP BOOK "C" AND "D", PAGE 147, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

**PARCEL TWO:**

PORTION OF LOT 2, IN BLOCK "A" PARK LANE TRACT, AS PER MAP THEREOF FILED APRIL 22, 1885, IN BOOK "C" AND "D" OF MAPS, PAGE 147 IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF EIGHTEENTH STREET, DISTANT THEREON 25 FEET EASTERLY FROM THE EASTERLY LINE OF HATTIE STREET; RUNNING THENCE EASTERLY ALONG SAID LINE OF EIGHTEENTH STREET 25 FEET; THENCE AT A RIGHT ANGLE NORTHERLY 75 FEET; THENCE AT A RIGHT ANGLE WESTERLY 25 FEET; THENCE AT A RIGHT ANGLE SOUTHERLY 75 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED BY FRANCISCA HERMANN TO CITY AND COUNTY OF SAN FRANCISCO, A MUNICIPAL CORPORATION, BY DEED DATED SEPTEMBER 30, 1914 RECORDED OCTOBER 14, 1914 IN BOOK 831 OF DEEDS, PAGE 147

APN: LOT 030; BLOCK 2657



RECORDING REQUESTED BY:

James Young

2929 Market Street

San Francisco, CA 94114-1838

APN:

APN Block 2657, Lot 30

75 Hattie St, S.F. 94114

When Recorded Mail Document and Tax Statements to:

James Young

2929 Market Street

San Francisco, CA 94114-1838

Grant Deed

San Francisco Assessor-Recorder  
Carmen Chu, Assessor-Recorder  
DOC- 2018-K616963-00  
Monday, MAY 21, 2018 14:08:58  
Ttl Pd \$95.00 Rcpt # 0005808246  
ear/AB/1-3

The undersigned grantor(s) declare(s):

Documentary Transfer Tax is 0

( ) 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

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

James Vernon Young, a married man as his separate property

hereby GRANT(S) to

The James and Daisy Young Family Trust dated November 6, 2017

that property in The City of San Francisco, County of San Francisco,  
State of California

See Schedule "A" attached hereto and made part of

Date: 5-21-18

Declarant

James Vernon Young

Street Address: 75 Hattie Street, San Francisco, CA 94114

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 CA

County of San Francisco

On 5/21/18 before me, Michael Lee, a Notary Public, personally appeared James Vernon Young, 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: See Attached

Name: Michael Lee

(Typed or Printed)

(Seal)

Grant Deed

MAIL TAX STATEMENTS AS DIRECTED ABOVE.

2 > 1 "Page 1 of 2" \*\* Page 1 of 2

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO

2010 JUL 23 AM 10:49  
JW

City Planning Commission

Case No. 2017-009348 CVA

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

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

	Street Address, property owned	Assessor's Block & Lot	Printed Name of Owner(s)	Original Signature of Owner(s)
1.	3036 MARKET	2656012	MORGAN THOMAS	* [Signature] TRUSTEE
2.	3036 Market	2656012	MARLENE THOMAS	[Signature]
3.				
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22.				

2656 / 012  
3036 Market  
Thomas

ED BY

AND WHEN RECORDED MAIL TO  
Heather Robertson  
Heather Robertson Law  
8 Mt Tenaya Ct  
San Rafael, California 94903

San Francisco Assessor-Recorder  
Carmen Chu, Assessor-Recorder  
**DOC- 2015-K080058-00**  
Check Number 353  
Monday, JUN 22, 2015 10 16 12  
Ttl Pd \$21.00 Rcpt # 0005172063  
ofa/JL/1-2

APN Block 2656, Lot 012  
Property Address 3036 Market Street

Space above line for Recorder's Use  
NO TAX DUE

### GRANT DEED

The undersigned Grantors declare under the penalty of perjury that the following is true and correct

Documentary transfer tax is NONE Changes manner in which title is held Rev & Tax Code Section 11911


\_\_\_\_\_ Unincorporated area  X  City of San Francisco

This is a transfer from husband and wife as joint tenants to husband and wife as community property, excludable from reassessment under Rev & Tax Code Section 63

FOR NO CONSIDERATION, GRANTOR Morgan L Thomas, a married man, hereby GRANTS TO Morgan Thomas and Melissa Thomas-Croteau, husband and wife, as Community Property, that real property in the City of San Francisco, County of San Francisco, State of California, described as follows

LOT 11, IN BLOCK "C", "MAP OF PORTION OF PARK LANE TRACT,  
BETWEEN 17TH AND 18TH STREETS", RECORDED APRIL 22, 1885, IN  
BOOK "C" AND "D" OF MAPS, AT PAGE 147, IN THE OFFICE OF THE  
RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE  
OF CALIFORNIA

Dated May 14, 2015

  
Morgan L Thomas

Mail tax statements to Morgan Thomas and Melissa Thomas-Croteau, 3036 Market Street, San Francisco, California 94114

## ACKNOWLEDGMENT

*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

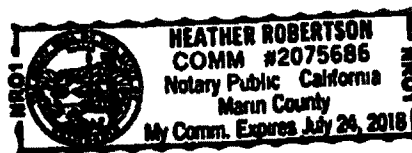
)  
)  
)

On May 14, 2015, before me, Heather Robertson, a notary public, personally appeared Morgan Thomas, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument

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

WITNESS my hand and official seal

  
Heather Robertson (Seal)



My commission expires on July 24, 2018

Mail tax statements to Morgan Thomas and Melissa Thomas-Croteau, 3036 Market Street, San Francisco, California 94114

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO

City Planning Commission  
Case No. CVA VAE

2017-009378

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

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

	Street Address, property owned	Assessor's Block & Lot	Printed Name of Owner(s)	Original Signature of Owner(s)
1.	4373 17 <sup>th</sup>	265 2020	Theodore Teipal	Theodore Teipal
2.			TEODORA + MANICA	
3.			TEIPAL Living Trust	
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
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21.				
22.				

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO  
2018 JUL 23 AM 10:49  
DW



2652/020  
4373 17th  
TEIPEL

and Tax Statement To:  
Theodore W. & Marcia A. Teipel  
4373 - 17th Street  
San Francisco, CA 94114

4373 - 17TH STREET

APN: Lot 20, Block 2652



San Francisco Assessor-Recorder  
Doris M. Ward, Assessor-Recorder  
DOC- 2002-H138443-00

Acct 11-FIDELITY NATIONAL Title Company

Tuesday, APR 02, 2002 08:00:00

Ttl Pd \$12.00

Nbr-0001825162

REEL 1107 IMAGE 0168

091/66/1-2

GRANT DEED

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned grantor(s) declare(s)

Documentary transfer tax is \$ 0 City Transfer Tax is \$

- [ ] 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, Theodore W. Teipel & Marcia A. Teipel, husband and wife who acquired title as Marcia A. Crimele, an unmarried individual and Theodore W. Teipel, an unmarried individual

hereby GRANT(S) to Theodore W. Teipel & Marcia A. Teipel, husband and wife as community properties with the right of survivorship

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: March 25, 2002

STATE OF CALIFORNIA

COUNTY OF San Francisco

ON 3/25/02 before me,

Richard L. Silver personally appeared

Theodore W. Teipel and Marcia A.

Teipel

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

Theodore W. Teipel

Marcia A. Teipel



MAIL TAX STATEMENTS AS DIRECTED ABOVE

**H138443**

Order No. 926517 - A

**EXHIBIT "ONE"**

**LOT 17, in Block "W" of Park Lane Tract No. 2, as per Map thereof recorded January 8, 1889, in the office of the Recorder of the City and County of San Francisco, State of California, in Book 1 of Maps at page 181.**

**Assessor's Parcel No: Lot 20, Block 2652**

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO

2018 JUL 23 AM 10:50

City Planning Commission

Case No. 2017 009348 CUA VAR

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

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

	Street Address, property owned	Assessor's Block & Lot	Printed Name of Owner(s)	Original Signature of Owner(s)
1.	<u>4333 17<sup>th</sup></u>	<u>2652-008</u>	<u>MEREDITH TREASER</u>	<u>M. Treaser</u>
2.	<u>4333 17<sup>th</sup></u>	<u>2652-008</u>	<u>MILES TREASER</u>	<u>M. Treaser</u>
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____
6.	_____	_____	_____	_____
7.	_____	_____	_____	_____
8.	_____	_____	_____	_____
9.	_____	_____	_____	_____
10.	_____	_____	_____	_____
11.	_____	_____	_____	_____
12.	_____	_____	_____	_____
13.	_____	_____	_____	_____
14.	_____	_____	_____	_____
15.	_____	_____	_____	_____
16.	_____	_____	_____	_____
17.	_____	_____	_____	_____
18.	_____	_____	_____	_____
19.	_____	_____	_____	_____
20.	_____	_____	_____	_____
21.	_____	_____	_____	_____
22.	_____	_____	_____	_____





**22. Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Borrower will have to pay a recording fee and a reconveyance fee for release of this Security Instrument.

**23. Substitute Trustee.** Lender, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the Property is located. The instrument shall contain the name or the original Lender, Trustee and Borrower, the book and page where this Security Instrument is recorded and the name and address of the successor trustee. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee herein and by applicable law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

**24. Request for Notices.** Borrower requests that copies of the notices of default and sale be sent to Borrower's address which is the Property Address.

**25. Statement of Obligation Fee.** Lender may collect a fee not to exceed the maximum amount permitted by law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.


**26. Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

Check applicable box(es)

- |  |   |   |
|--|---|---|
| <input checked="" type="checkbox"/> Equity Line Rider  | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> 1-4 Family Rider       |
| <input type="checkbox"/> Graduated Payment Rider       | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider                 | <input type="checkbox"/> Rate Improvement Rider         | <input type="checkbox"/> Second Home Rider      |
| <input checked="" type="checkbox"/> Other(s) [specify] | <b>LEGAL</b>  |   |

**Add. to Equity Line Rdr, Sett. Ack. Rdr, Rev. Trust Rdr**

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

  
\_\_\_\_\_  
Miles Treaster, Trustee -Trustor

  
\_\_\_\_\_  
Meredith Treaster, Trustee -Trustor

\_\_\_\_\_  
-Trustor

\_\_\_\_\_  
-Trustor



TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

**1. Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

**2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. §2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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*MT*

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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M.T. MT

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**6. Occupancy, Preservation, Maintenance and Protection of the Property;** Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence or other residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence or other residence for at least one year after the date of occupancy. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence or other residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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M. S. MT

**9. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**10. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**12. Successors and Assigns Bound; Joint and Several Liability; Cosigners.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who cosigns this Security Instrument but does not execute the Note: (a) is cosigning this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**13. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**16. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

**17. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

**19. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

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**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee shall cause this notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

Initial here:

*M.S.* *MT*

[Space Below This Line for Acknowledgment]

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*

} ss.

On May 21, 2015 before me, Wendy Ng  
Notary Public, personally appeared Miles Treaster and Meredith Treaster

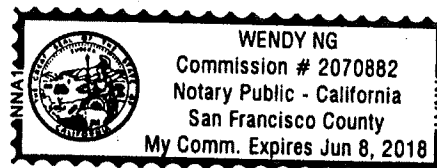
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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



Notary Public



My commission expires: Jun 8, 2018

Loan origination organization **First Republic Bank**  
NMLS ID **362814**  
Loan originator **Elia Malick**  
NMLS ID **0881364**

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2018 JUL 23 AM 10:50

City Planning Commission

Case No. 2017 009348 CUA VAR

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

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

	Street Address, property owned	Assessor's Block & Lot	Printed Name of Owner(s)	Original Signature of Owner(s)
1.	<del>265600</del>			
2.	THOMAS LOUIS	2656001	THOMAS W. LOUIE	★ Thomas W. Louie
3.	131 Corbett Ave			
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				
21.				
22.				

2656/001  
131 Corbett  
LOUIE

Jackson W. Louie, ET All  
104 Mozart Avenue  
Los Gatos, Ca 95032

San Francisco Assessor-Recorder  
Nabel S. Teng, Assessor-Recorder  
DOC- 2005-H999317-00

Acct 3-FIRST AMERICAN Title Company  
Thursday, JUL 28, 2005 13:13:50  
Ttl Pd \$38.50 Nbr-0002794579  
REEL 1941 IMAGE 0391  
ogl/KC/1-4

Space Above This Line for Recorder's Use Only

A.P.N.: Lot: 001 Block: 2656

File No.: 4316-1952389 (AW)

Property Address: 131 Corbett Avenue, San Francisco, CA 94114

Lot Number:

Block Number:

### GRANT DEED

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX ~~4.0000~~ <sup>122.50</sup>; CITY TRANSFER TAX ~~0.0000~~  
SURVEY MONUMENT FEE \$

- ☐ computed on the consideration or full value of property conveyed, OR  
☐ computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,  
☐ unincorporated area; ☐ City of San Francisco, and  
☐ Exempt from transfer tax; Reason:

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,  
Jackson W. Louie, a married man as his sole and separate property, who aquired title as Jackson W. Louie an Unmarried man and Betasha W. Louie, a married woman as her sole and separate property, who aquired title as Betasha W. Louie an unmarried woman and Thomas W. Louie and Sana Wai Ping Louie Husband and wife, who aquired title as Thomas W. Louie and Sana Louie Husband and wife and Lai Bing Louie as surviving Joint Tenants.


hereby GRANT(s) to Jackson W. Louie, a married man as his sole and separate property, as to an undivided 33 1/3 % Interest and Betasha W. Louie a married woman as her sole and separate property as to an undivided 33 1/3 % Interest, and Thomas W. Louie and Sana Wai Ping Louie Husband & Wife as to an undivided 33 1/3 % Interest all as tenants in common.

the following described property in the City of San Francisco, County of San Francisco, State of California:


**BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHERLY LINE OF CORBETT AVENUE WITH THE WESTERLY LINE OF HATTIE STREET; RUNNING THENCE WESTERLY ALONG SAID LINE OF CORBETT AVENUE 25.54 FEET; THENCE SOUTHERLY AND PARALLEL WITH SAID LINE OF HATTIE STREET 82.963 FEET; THENCE AT A RIGHT ANGLE EASTERLY 25 FEET TO THE WESTERLY LINE OF HATTIE STREET; AND THENCE NORTHERLY ALONG SAID LAST NAMED LINE 87.953 FEET TO THE POINT OF BEGINNING.**

**BEING A PORTION OF LOTS 1 AND 63, IN BLOCK "C", ACCORDING TO MAP ENTITLED, "PARK LANE TRACT", FILED APRIL 22, 1885 IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.**

Dated: 07/19/2005

  
Jackson W. Louie

  
Betasha W. Louie

  
Thomas W. Louie

  
Sana Wai Ping Louie

Lai Bing Louie

Lai Bing Louie

STATE OF Oregon )SS  
COUNTY Clackamas  
OF

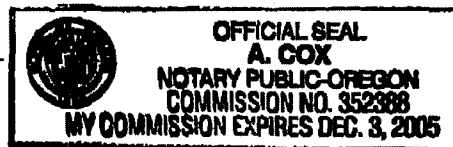
On July 19, 2005, before me, A. COX  
personally appeared Betasha W. Louie  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose  
name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies) and that 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.

*This area for official  
notarial seal*

Signature

My Commission Expires: 12-3-2005



Notary Name: A. COX

Notary Phone: 503-635-3665

Notary Registration Number: 352388

County of Principal Place of Business: FATCO  
Lake Oswego, OR



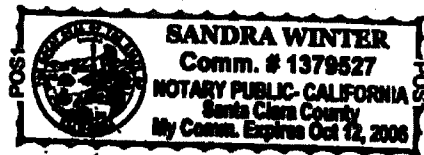
NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA                    }ss  
COUNTY OF *Santa Clara*            }

On *July 22, 2005*, before me, *Sandra Winter*, a Notary Public in and for said State, personally appeared *Jackson W. Louie, Thomas W. Louie, Lai Bing Louie & Jana Wai Ping Louie* 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 *Sandra Winter*



(This area for official notarial seal)

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

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

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHERLY LINE OF CORBETT AVENUE WITH THE WESTERLY LINE OF HATTIE STREET; RUNNING THENCE WESTERLY ALONG SAID LINE OF CORBETT AVENUE 25.54 FEET; THENCE SOUTHERLY AND PARALLEL WITH SAID LINE OF HATTIE STREET 82.963 FEET; THENCE AT A RIGHT ANGLE EASTERLY 25 FEET TO THE WESTERLY LINE OF HATTIE STREET; AND THENCE NORTHERLY ALONG SAID LAST NAMED LINE 87.953 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF LOTS 1 AND 63, IN BLOCK "C", ACCORDING TO MAP ENTITLED, "PARK LANE TRACT", FILED APRIL 22, 1885 IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

APN: Lot: 001 Block: 2656



# SAN FRANCISCO PLANNING DEPARTMENT

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SAN FRANCISCO

2018 JUL 23 AM 10:44

Subject to: (Select only if applicable)

☐ Affordable Housing (Sec. 415)

☐ Jobs Housing Linkage Program (Sec. 413)

☐ Downtown Park Fee (Sec. 412)

☐ First Source Hiring (Admin. Code)

☒ Child Care Requirement (Sec. 414)

☐ 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. 20220

HEARING DATE: JUNE 21, 2018

Record No.: 2017-009348CUA  
Project Address: 143 Corbett Avenue  
Zoning: RH-2 (Residential House, Two-Family District)  
40-X Height and Bulk District  
Block/Lot: 2656/060  
Project Sponsor: Mark Cruz  
Cruz Architecture+Design  
400 Perkins, Suite 209  
Oakland, CA 94610  
Staff Contact: Jeff Horn – (415) 575-6925  
[jeffrey.horn@sfgov.org](mailto:jeffrey.horn@sfgov.org)

ADOPTING FINDINGS RELATING TO THE APPROVAL OF CONDITIONAL USE AUTHORIZATION UNDER PLANNING CODE SECTIONS 249.77(D)(4) AND 303(C) TO LEGALIZE INTERIOR ALTERATIONS AND HORIZONTAL ADDITIONS AT THE REAR BUILDING WALL'S BAY WINDOW AND DECKS, AND THE ADDITION OF A SECOND UNIT WITHIN AN EXISTING SINGLE-FAMILY DWELLING AT 143 CORBETT AVENUE THAT HAS A REAR YARD THAT IS LESS THAN 45% OF THE LOT DEPTH, WITHIN AN RH-2 (RESIDENTIAL HOUSE, TWO-FAMILY) ZONING DISTRICT AND A 40-X HEIGHT AND BULK DISTRICT.

### PREAMBLE

On February 12, 2018, Mark Cruz of Cruz Architecture+Design, LLP (hereinafter "Project Sponsor") filed an application with the Planning Department (hereinafter "Department") for Conditional Use Authorization under Planning Code Sections 249.77(d)(4) and 303(c) to legalize interior alterations and horizontal additions at the rear buildings wall's bay window and decks, and the addition of a second unit within an existing single-family dwelling at 143 Corbett Avenue that has a rear yard that is less than 45% of the lot depth, within the RH-2 (Residential-House, Two-Family) Zoning District, 40-X Height and Bulk District.

On June 21, 2018, the San Francisco Planning Commission (hereinafter "Commission") conducted a duly noticed public hearing at a regularly scheduled meeting on Conditional Use Application No. 2017-009348CUA.

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

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

**MOVED**, that the Commission hereby authorizes the Conditional Use requested in Application No. 2017-009348CUA, subject to the conditions contained in "EXHIBIT A" of this motion, based on the following findings:

## FINDINGS

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

1. The above recitals are accurate and constitute findings of this Commission.
2. **Site Description and Present Use.** The subject property is located on the south side of Corbett Avenue, between Hattie Street and Danvers, within the Corbett Heights neighborhood. The subject property is slightly more than 25 feet wide, and slopes downward with a depth of approximately 71 feet. The site is developed with a 4-story single family home; two of the floors are below street grade and are not entirely conditioned spaces. The lot is 1,829 square feet in size and is located in a RH-2 (Residential House, Two-Family) Zoning District and a 40-X Height and Bulk District.
3. **Surrounding Properties and Neighborhood.** The surrounding neighborhood consists of a mixture of two- and three-story buildings, containing mostly one- or two-residential dwelling units. Corbett Avenue slopes up slightly to the west, but steep slopes characterize the neighborhood as a whole; with the lots along the north and south side of Corbett Avenue steeply upsloping up towards the north, in excess of 20 percent. The adjacent parcel to the west, 145 Corbett Avenue, is a two-story over basement single-family residence. The adjacent property to the east, 137 and 139 Corbett Avenue, is a two-story over basement two-family residence.
4. **Project Description.** The Project is to legalize interior alterations and horizontal additions at the rear buildings wall's bay window and decks, to construct horizontal additions of a deck infill at the basement level and any solid fire-rated parapet deck railings within the rear yard, and the addition of a second unit within an existing single-family dwelling.
5. **Public Comment/Community Outreach.** The adjacent neighbors to the west (145 Corbett Avenue) of the project have expressed concerns with the legalizing of the rear structures, with the amount of unpermitted work that has occurred on site, and other issues. The Department has received one comment letter in opposition to the proposal from a resident of Corbett Avenue and a letter of opposition from the Corbett Heights Neighbors.



6. **Planning Code Compliance:** The Commission finds that the Project is consistent with the relevant provisions of the Planning Code in the following manner:

- A. **Height.** Planning Code Section 260 requires that all structures be no taller than the height prescribed in the subject height and bulk district. The proposed project is located in a 40-X Height and Bulk District, with a 40-foot height limit.

*The project proposes no changes to the buildings height. Roof access is proposed via a hatch.*

- B. **Front Setback.** Planning Code Section 132 requires, in RH-2 Districts, a front setback that complies to legislated setbacks (if any) or a front back based on the average of adjacent properties (in no case shall the required setback be greater than 15 feet).

*The Project will provide the minimum front setback required based on the average of adjacent properties along Corbett Avenue.*

- C. **Rear Yard.** Planning Code Section 134 requires a minimum rear yard depth equal to 45% of the total depth of the lot on which the building is situated, except that rear yard requirements can be reduced to a line on the lot, parallel to the rear lot line, which is the average between the depths of the rear building walls of both adjacent properties.

*The Project Sponsor is seeking a Variance to Section 134 and Condition Use Authorization pursuant to Section 249.77 to allow for the legalization to a rear bay addition and a new spiral staircase within the required rear yard.*

- D. **Side Yard.** Planning Code Section 133 does not require side yard setbacks in in RH-2 Districts.

*No side setbacks are required. The proposed building will be built to both side lot lines.*

- E. **Front Setback Landscaping and Permeability.** Planning Code Section 132 requires that the required front setback be at least 20% unpaved and devoted to plant material and at least 50% permeable to increase storm water infiltration.

*The Project complies with Section 132 and provides the required landscaping permeable area.*

- F. **Street Frontage.** Off-street parking and freight loading shall meet the standards set forth in Planning Code Section 144 with respect to entrance dimensions and features.

*There is presently no off-street parking or loading on site.*

- G. **Usable Open Space.** Planning Code Section 135 requires at least 125 sq.ft. usable open space if private, 333 sq. ft. for two units if common and 400 sq. ft. if a shared inner court.

*The Project meets common open space requirements for two units.*



- H. **Off-Street Parking.** Planning Code Section 151 requires one off-street parking space per dwelling unit, and the maximum parking permitted as accessory may not exceed three spaces, where one is required by Code.

*There is presently no off-street parking existing or proposed on the site.*

- I. **Bicycle Parking.** Planning Code Section 155.2 requires one Class 1 Bicycle Parking space per dwelling unit, when there is an addition of a dwelling unit.

*The Project proposes two Class 1 Bicycle Parking spaces within the proposed garage, therefore the requirement is met.*

- J. **Density (Section 209.1).** Planning Code Section 209.1 permits up to two dwelling units per lot in an RH-2 District.

*The Project proposes two units; therefore, the permitted density is not exceeded.*

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

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

*The Project adds a much-needed dwelling unit. The size, design, and two-family residential use, are compatible with the neighborhood. Located in an exclusively residential neighborhood, this project will add a new 2-bedroom residential unit at grade and the lower level to the existing 2,113 sf single-family building. The site's RH-2 zoning permits this unit as of right. This building was built in 1911 and has been used for residential use over that period. The new unit will not expand the existing envelope. There will not be a noticeable change in the intensity of use at the site given that it is surrounded by similarly situated 1 and 2 unit homes.*

*In addition, the project is seeking legal authorization of existing and proposed rear yard extensions, respectively. A horizontal expansion of the existing modified breakfast nook will encroach 1'9" or 10 sf into the average rear yard of 33'. Additionally, 32' of a proposed 1-story spiral stair at grade will encroach 12'6" into the rear yard for 32 sf.*

*This project is necessary and desirable at this location. Most of the elements in the rear yard were installed by the prior owner of the property. There are also numerous other features at the rear of the building which were undertaken by the prior owner. Many of the other homes facing the southern portion of the block also enjoy decks, stairs and other elements that support outdoor activities.*

- B. The use or feature as proposed will not be detrimental to the health, safety, convenience or general welfare of persons residing or working in the vicinity, or injurious to property, improvements, or potential development in the vicinity, with respect to aspects including, but not limited to the following:

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

*The subject property, similar to many lots within the surrounding neighborhood, is characterized by a steep slope, with a rear property line that lower than the front property line, on a 71 foot deep lot, which is much shorter than the typical lot in San Francisco. The proposed building's depth and height have been sensitively designed with regard to site-specific constraints and will create a quality, family-sized home while retaining the existing structure fronting on Corbett Avenue. Although the Project will have a rear yard less than 45% of the total lot depth, its coverage and scale are consistent with other properties in the surrounding neighborhood.*

*There is already an existing 3-story over basement single family residential building on the Project site. The Project involves variances for the legalization of various existing and proposed rear yard features. That includes the 10 sf of the existing rear breakfast nook that will encroach 1'9" into the required rear yard. It also includes a 32 sf of a new, 1-story spiral staircase for rear access to the lower unit. Other variance requests (e.g., 2nd story deck) were submitted. No other changes to the building envelope or rear façade are sought.*

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

*The Project can provide two-bike parking space, which is adequate to meet the needs of a two-family home. This small Project will not have significant impacts on area traffic.*

*The subject property is also in close proximity to several transit lines, located only approximately a 10-minute walk away from the Castro Street MUNI Station, and within a ½ mile of MUNI bus lines.*

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

*The Project will comply with all applicable regulations relating to construction noise and dust. It will not produce, nor include, any permanent uses that generate substantial levels of noxious or offensive emissions, such as noise, dust, glare, or odor.*

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

*The proposal does not include loading or services areas, nor will it include atypical lighting or signage. The Project has existing landscaping at the base of the entry stair and in the rear yard to*



*contribute to an enjoyable rear yard and open space area. The proposed roof deck above the third floor will be set back from the front, rear and side lot lines to minimally impact the neighboring properties and their own enjoyment of their space.*

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

*The proposed Project complies with all applicable requirements and standards of the Planning Code, and is consistent with the Objectives and Policies of the General Plan as detailed below.*

- D. That the use or feature as proposed would provide development that is in conformity with the stated purpose of the applicable Use District.

*The proposed project is consistent with the stated purpose of the RH-2 District. The building structure is compatible to the height and size of development expected in this District, and within the permitted density.*

8. **Corona Heights Large Residence Special Use District (Planning Code Section 249.77).** The project is located within the boundaries of the Corona Heights Large Residence Special Use District (SUD). The SUD was adopted to protect and enhance existing neighborhood character, encourage new infill housing at compatible densities and scale, and provide for thorough assessment of proposed large-scale residences that could adversely impact the area and affordable housing opportunities, to meet these goals, the SUD requires Conditional Use Authorization for five (5) types of development.

The proposed Project exceeds one of these development standards; thereby requiring Conditional Use Authorization pursuant to Planning Code Section 249.77(d)(4) for residential development that results in less than 45% rear yard depth.

In acting on any application for Conditional Use authorization within the SUD, the Commission shall consider the Conditional Use authorization requirements set forth in subsection 303(c) and, in addition, shall consider whether facts are presented to establish, based on the record before the Commission, one or more of the following:

- A. The proposed project promotes housing affordability by increasing housing supply.

*The Project would add a second unit below and existing single-family unit, resulting in two family-sized units (three bedrooms and two bedrooms), thereby increasing the housing supply in the City.*

- B. The proposed project maintains affordability of any existing housing unit; or

*The Site is currently vacant. Therefore, there is no affordability of an existing unit to maintain.*

- C. The proposed project is compatible with existing development.

*The subject property and the adjacent properties are all approximately 70 feet deep, due to a curve in Corbett Avenue; this is a much short dimension than the typical lot in San Francisco. These buildings all have a similar depth and have relatively consistent rear building-wall depths. The subject property and the property to the west have non-complying rear decks at all levels.*

*The project is in a predominantly 1-2 unit neighborhood in the upper Castro neighborhood. The scale and massing of the building is not changing. No changes will occur to the building envelope at the rear because of the project or legalization of the encroachments by issuance of a variance by the Zoning Administrator. Most of the existing encroachments were done without benefit of permit and by the prior owner.*

*The trigger for compliance with the Corona SUD is a modified breakfast nook, 10 sf of which encroaches 1'9" into the 33' averaged rear yard and 32 sf of a proposed 1-story spiral staircase. Similar rear yard encroachments exist in the neighborhood. In addition to the spiral staircase, legalization is sought for other encroachments including existing decks and bay windows. Many of the other neighbors have similar encroachments in the required rear yards*

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

## HOUSING ELEMENT

### Objectives and Policies

#### **OBJECTIVE 1:**

IDENTIFY AND MAKE AVAILABLE FOR DEVELOPMENT ADEQUATE SITES TO MEET THE CITY'S HOUSING NEEDS, ESPECIALLY PERMANENTLY AFFORDABLE HOUSING.

#### **Policy 1.8:**

Promote mixed use development, and include housing, particularly permanently affordable housing, in new commercial, institutional or other single use development projects.

*The Project proposes to contribute a much needed home to the City's housing stock.*

#### **OBJECTIVE 4:**

FOSTER A HOUSING STOCK THAT MEETS THE NEEDS OF ALL RESIDENTS ACROSS LIFECYCLES.

#### **Policy 4.1:**

Develop new housing, and encourage the remodeling of existing housing, for families with children.

*The Project advances this policy by creating a two quality family-sized home that could accommodate families.*

#### **OBJECTIVE 11:**

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

**Policy 11.1:**

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

**Policy 11.2:**

Ensure implementation of accepted design standards in project approvals.

**Policy 11.3:**

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

**Policy 11.6:**

Foster a sense of community through architectural design, using features that promote community interaction.

*The Project supports these policies in that the proposed construction is sensitively designed within existing site constraints and conforms to the prevailing neighborhood character. The Project is consistent with all accepted design standards, including those related to site design, building scale and form, architectural features and building details. The resulting height and depth is compatible with the existing building scale on the adjacent properties. The building's form, façade materials, proportions, and third floor addition are also compatible with the surrounding buildings and consistent with the character of the neighborhood.*

## **TRANSPORTATION ELEMENT**

### **Objectives and Policies**

**OBJECTIVE 1:**

MEET THE NEEDS OF ALL RESIDENTS AND VISITORS FOR SAFE, CONVENIENT AND INEXPENSIVE TRAVEL WITHIN SAN FRANCISCO AND BETWEEN THE CITY AND OTHER PARTS OF THE REGION WHILE MAINTAINING THE HIGH QUALITY LIVING ENVIRONMENT OF THE BAY AREA.

**Policy 1.3:**

Give priority to public transit and other alternatives to the private automobile as the means of meeting San Francisco's transportation needs, particularly those of commuters.

*The Project furthers this policy by creating a quality second dwelling unit in an area well-served by the City's public transit system. The Castro Street MUNI Station is less than a 10-minute walk from the project site, and several MUNI bus lines have stops within a quarter-mile of the site.*

## **URBAN DESIGN ELEMENT**

### **Objectives and Policies**



**OBJECTIVE 4:**

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

**Policy 4.15:**

Protect the livability and character of residential properties from the intrusion of incompatible new buildings.

*The Project furthers this policy by ensuring that the proposed development is compatible with the surrounding properties and neighborhood. The height and depth of the resulting building is compatible with the neighborhood's scale in terms of bulk and lot coverage.*

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

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

*This policy does not apply to the proposed project, as the project is residential and will not affect or displace any existing neighborhood-serving retail uses.*

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

*The Project is consistent with this policy, as the proposed construction is designed to be consistent with the existing neighborhood's height and size while maintaining the strong mid-block open space pattern.*

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

*The Project does not propose to remove or add any affordable housing units, nor are any required under the Planning Code. The Project does help to create a high-quality two-family house by contributing one net new family-sized unit to the City's housing stock.*

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

*The Project is located in an area well-served by the City's public transit systems, proposes two off-street parking spaces and provides two bicycle parking spaces. The Castro MUNI Rail Station and several MUNI bus lines are in close proximity to the subject property, therefore the Project will not overburden streets or neighborhood parking. MUNI transit service will not be overburdened as the unit count is only increasing by one unit.*

- 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.

*This policy does not apply to the proposed project, as the project does not include commercial office development and will not displace industrial or service sector uses.*

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

*The proposed building is designed and will be constructed to conform to the structural and seismic safety requirements of the City Building Code. This proposal will not impact the existing building's ability to withstand an earthquake as no alterations are proposed.*

- G. That landmarks and historic buildings be preserved.

*The Project will not adversely affect any landmarks or historic buildings.*

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

*The Project will not affect any parks or open space, through development upon such lands or impeding their access to sunlight. No vistas will be blocked or otherwise affected by the proposed project.*

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

## DECISION

That based upon the Record, the submissions by the Applicant, the staff of the Department and other interested parties, the oral testimony presented to this Commission at the public hearings, and all other written materials submitted by all parties, the Commission hereby **APPROVES Conditional Use Application No. 2017-009348CUA** pursuant to Planning Code Sections 249.77(d)(4) and 303(c) to legalize interior alterations and horizontal additions the rear and propose horizontal additions at the rear and add a second unit to an existing single-family dwelling at 143 Corbett Avenue that has a rear yard that is less than 45% of the lot depth, within the RH-2 (Residential-House, Two-Family) Zoning District, 40-X Height and Bulk District, subject to the conditionssubject to the following conditions attached hereto as "EXHIBIT A" in general conformance with plans on file, dated June 11, 2018, and stamped "EXHIBIT B", which is incorporated herein by reference as though fully set forth.

**APPEAL AND EFFECTIVE DATE OF MOTION:** Any aggrieved person may appeal this Conditional Use Authorization to the Board of Supervisors within thirty (30) days after the date of this Motion No. 20220. The effective date of this Motion shall be the date of this Motion if not appealed (After the 30-day period has expired) OR the date of the decision of the Board of Supervisors if appealed to the Board of Supervisors. For further information, please contact the Board of Supervisors at (415) 554-5184, City Hall, Room 244, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102.

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

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

I hereby certify that the Planning Commission ADOPTED the foregoing Motion on June 21, 2018.

  
Jonas P. Ionin  
Commission Secretary

AYES: Hillis, Johnson, Koppel, Moore, Richards  
NAYS: None  
ABSENT: Fong, Melgar  
ADOPTED: June 21, 2018



## **EXHIBIT A**

### **AUTHORIZATION**

This authorization is for a conditional use to legalize interior alterations and horizontal additions the rear and construction the horizontal additions of a spiral staircase and deck infill with the rear yard and a add a second unit within the existing single-family dwelling at 143 Corbett Avenue that has a rear yard that is less than 45% of the lot depth, within the RH-2 (Residential-House, Two-Family) Zoning District, 40-X Height and Bulk District. District and a 40-X Height and Bulk District; in general conformance with plans, dated June 11, 2018, and stamped "EXHIBIT B" included in the docket for Case No. 2017-009348CUA and subject to conditions of approval reviewed and approved by the Commission on June 21, 2018 under Motion No. 20220. this authorization and the conditions contained herein run with the property and not with a particular Project Sponsor, business, or operator.

### **RECORDATION OF CONDITIONS OF APPROVAL**

Prior to the issuance of the building permit or commencement of use for the Project the Zoning Administrator shall approve and order the recordation of a Notice in the Official Records of the Recorder of the City and County of San Francisco for the subject property. This Notice shall state that the project is subject to the conditions of approval contained herein and reviewed and approved by the Planning Commission on June 21, 2018 under Motion No. 20220.

### **PRINTING OF CONDITIONS OF APPROVAL ON PLANS**

The conditions of approval under the 'Exhibit A' of this Planning Commission Motion No. 20220 shall be reproduced on the Index Sheet of construction plans submitted with the Site or Building permit application for the Project. The Index Sheet of the construction plans shall reference to the Conditional Use authorization and any subsequent amendments or modifications.

### **SEVERABILITY**

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

### **CHANGES AND MODIFICATIONS**

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

## Conditions of Approval, Compliance, Monitoring, and Reporting PERFORMANCE

1. **Validity.** The authorization and right vested by virtue of this action is valid for three (3) years from the effective date of the Motion. The Department of Building Inspection shall have issued a Building Permit or Site Permit to construct the project and/or commence the approved use within this three-year period.  
*For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, [www.sf-planning.org](http://www.sf-planning.org)*
2. **Expiration and Renewal.** Should a Building or Site Permit be sought after the three (3) year period has lapsed, the project sponsor must seek a renewal of this Authorization by filing an application for an amendment to the original Authorization or a new application for Authorization. Should the project sponsor decline to so file, and decline to withdraw the permit application, the Commission shall conduct a public hearing in order to consider the revocation of the Authorization. Should the Commission not revoke the Authorization following the closure of the public hearing, the Commission shall determine the extension of time for the continued validity of the Authorization.  
*For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, [www.sf-planning.org](http://www.sf-planning.org)*
3. **Diligent pursuit.** Once a site or Building Permit has been issued, construction must commence within the timeframe required by the Department of Building Inspection and be continued diligently to completion. Failure to do so shall be grounds for the Commission to consider revoking the approval if more than three (3) years have passed since this Authorization was approved.  
*For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, [www.sf-planning.org](http://www.sf-planning.org)*
4. **Extension.** All time limits in the preceding three paragraphs may be extended at the discretion of the Zoning Administrator where implementation of the project is delayed by a public agency, an appeal or a legal challenge and only by the length of time for which such public agency, appeal or challenge has caused delay.  
*For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, [www.sf-planning.org](http://www.sf-planning.org)*
5. **Conformity with Current Law.** No application for Building Permit, Site Permit, or other entitlement shall be approved unless it complies with all applicable provisions of City Codes in effect at the time of such approval.  
*For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, [www.sf-planning.org](http://www.sf-planning.org)*
6. **Final Materials.** The Project Sponsor shall continue to work with Planning Department on the building design. Final materials, glazing, color, texture, landscaping, and detailing shall be subject to Department staff review and approval. The architectural addenda shall be reviewed and approved by the Planning Department prior to issuance.



*For information about compliance, contact the Case Planner, Planning Department at 415-575-9017, [www.sf-planning.org](http://www.sf-planning.org)*

7. **Remove Roof Deck and Spiral Staircase.** As amended by the Planning Commission, the project not provide a roof deck or a spiral staircase within the required rear yard.

*For information about compliance, contact the Case Planner, Planning Department at 415-575-9017, [www.sf-planning.org](http://www.sf-planning.org)*

8. **Garbage, Composting, and Recycling Storage.** Space for the collection and storage of garbage, composting, and recycling shall be provided within enclosed areas on the property and clearly labeled and illustrated on the building permit plans. Space for the collection and storage of recyclable and compostable materials that meets the size, location, accessibility and other standards specified by the San Francisco Recycling Program shall be provided at the ground level of the buildings.

*For information about compliance, contact the Case Planner, Planning Department at 415-575-9017, [www.sf-planning.org](http://www.sf-planning.org)*

## **PARKING AND TRAFFIC**

9. **Managing Traffic During Construction.** The Project Sponsor and construction contractor(s) shall coordinate with the Traffic Engineering and Transit Divisions of the San Francisco Municipal Transportation Agency (SFMTA), the Police Department, the Fire Department, the Planning Department, and other construction contractor(s) for any concurrent nearby Projects to manage traffic congestion and pedestrian circulation effects during construction of the Project.

*For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, [www.sf-planning.org](http://www.sf-planning.org)*

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

*For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, [www.sf-planning.org](http://www.sf-planning.org)*

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

*For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, [www.sf-planning.org](http://www.sf-planning.org)*

12. **Bicycle Parking.** The Project shall provide no fewer than 2 Class 1 bicycle parking spaces as required by Planning Code Sections 155.1 and 155.2.

*For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, [www.sf-planning.org](http://www.sf-planning.org)*

## OPERATION

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

*For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, [www.sf-planning.org](http://www.sf-planning.org)*

14. **Garbage, Recycling, and Composting Receptacles.** Garbage, recycling, and compost containers shall be kept within the premises and hidden from public view, and placed outside only when being serviced by the disposal company. Trash shall be contained and disposed of pursuant to garbage and recycling receptacles guidelines set forth by the Department of Public Works.

*For information about compliance, contact Bureau of Street Use and Mapping, Department of Public Works at 415-554-.5810, <http://sfdpw.org>*

15. **Sidewalk Maintenance.** The Project Sponsor shall maintain the main entrance to the building and all sidewalks abutting the subject property in a clean and sanitary condition in compliance with the Department of Public Works Streets and Sidewalk Maintenance Standards.

*For information about compliance, contact Bureau of Street Use and Mapping, Department of Public Works, 415-695-2017, <http://sfdpw.org>*

16. **Lighting.** All Project lighting shall be directed onto the Project site and immediately surrounding sidewalk area only, and designed and managed so as not to be a nuisance to adjacent residents. Nighttime lighting shall be the minimum necessary to ensure safety, but shall in no case be directed so as to constitute a nuisance to any surrounding property.

*For information about compliance, contact Code Enforcement, Planning Department at 415-575-6863, [www.sf-planning.org](http://www.sf-planning.org)*

VARIANCE APPLICATION FOR:  
143 CORBETT AVE  
SAN FRANCISCO, CA, 94114

# PROJECT INFORMATION

OWNER:	RAJAN AND RAGINI RAGHAVAN 143 CORBETT AVE SAN FRANCISCO, CA RRAGHAVAN57@GMAIL.COM
ARCHITECT:	MARK CRUZ #36564 400 PERKINS #206 OAKLAND, CA 94610 MARK@CRUZAD.SPACE
CONTRACTOR:	F J SANDOVAL CO 1348 DOLORES ST #5 SAN FRANCISCO, CA 94110 FRANCISCO@FJSANDOVAL.COM
PARCEL:	2656060
YEAR BUILT:	1911
PARCEL AREA:	1,829 SQ FT
UNITS:	1
STORIES:	4
OCCUPANCY:	RH-2
HEIGHT DISTRICT:	40-X

# PROJECT INFORMATION

OWNER: RAJAN AND RAGINI RAGHAVAN  
143 CORBETT AVE  
SAN FRANCISCO, CA  
RRAGHAVAN57@GMAIL.COM

ARCHITECT: MARK CRUZ #36564  
400 PERKINS #206  
OAKLAND, CA 94610  
MARK@CRUZAD.SPACE

CONTRACTOR: F J SANDOVAL CO  
1348 DOLORES ST #5  
SAN FRANCISCO,CA 94110  
FRANCISCO@FJSANDOVAL.COM

PARCEL:	2656060
YEAR BUILT:	1911
PARCEL AREA:	1,829 SQ FT
UNITS:	1
STORIES:	4
OCCUPANCY:	RH-2
HEIGHT DISTRICT:	40-X

# PROJECT DESCRIPTION

THE SITE CONSISTS OF AN EXISTING 3 THREE STORY - SINGLE FAMILY RESIDENTIAL BUILDING WITH WITH BASEMENT. THE PROJECT INVOLVES VARIANCES FOR THE LEGALIZATION OF VARIOUS EXISTING AND PROPOSED REAR YARD FEATURES. A HORIZONTAL EXPANSION OF THE EXISTING BREAKFAST NOOK WAS MODIFIED TO ENCROACH 1'9" INTO THE AVERAGED REAR YARD. ADDITIONALLY, A 1-STORY SPIRAL STAIR AT GRADE IS PROPOSED TO BE 12'-6" INTO IN THE REQUIRED REAR YARD.

THE GOAL OF THE PROJECT TO CREATE A SEPERATE DWELLING UNIT ON THE LOWER LEVEL AND CONVERT THE BASEMENT INTO A LIVABEL SPACE. SOME EXCAVATION OF THE EXISTING SOIL WAS REQUIRED TO ALLOW FOR A 8'1" CEILING.

DRAWING LIST	
SHEET #	SHEET NAME
VA0.0	COVER SHEET
VA0.2	SITE PLAN / INFO
VA0.3	UNIT DIAGRAM
VA0.4	FLOOR AREA
VA1.0	FLOOR PLANS - BASEMENT
VA1.0E	PLAN - BASEMENT EXISTING
VA1.1	FLOOR PLANS - LOWER
VA1.1E	FLOOR PLAN - LOWER EXISTING
VA1.2	FLOOR PLAN - MAIN
VA1.2E	FLOOR PLAN - MAIN EXISTING
VA1.3	FLOOR PLAN - UPPER
VA1.3E	FLOOR PLAN - UPPER EXISTING
VA2.0	ELEVATION - REAR
VA2.1	ELEVATION - WEST
VA2.2	ELEVATION - EAST
VA2.3	ELEVATION - FRONT
VA3.0	LONGITUDINAL SECTION
VA3.1	LONGITUDINAL SECTION
VA3.2	TRANSVERSE SECTIONS
VA4.1	3D
VA4.2	3D VIEW

# RECENT PERMITS FOR REFERENCE

2002.1010.8753	-REAR DECK AND IMPROVEMENTS TO THE LOWER LEVELS
2014.0918.6685	
2015.8827.5417	-INSTALL RETAINING WALL, FOOTING, AND BEAM @ GROUND LEVEL
2016.0309.1590	-GIRDER REPLACEMENT @ LOWER LEVEL CEILING (NOT SHOWN) -REPAIR GROUND LEVEL FOUNDATION
2016-1123-3483	-INSTALL TEMPORARY SHORING TO GROUND LEVEL -INSTALL NEW RETAINING WALL AT REAR YARD
2017-0327-2431	-(NOT SHOWN HERE) FOUNDATION IMPROVEMENTS AT BASEMENT AND UNDERPIN PARTIAL EXTG WEST REAR FOUNDATION.

<table border="1"> <tr><td></td><td>Date</td></tr> <tr><td></td><td>7-21-17</td></tr> <tr><td>94368]</td><td>8-9-17</td></tr> <tr><td></td><td></td></tr> </table>		Date		7-21-17	94368]	8-9-17			<div> <div>CRUZ A+D</div> <div> MARK CRUZ, CA #36564  415.802.7447  mark@cruzad.space </div> </div>	<div> <div>COVER SHEET</div> <div>VA0.0</div> <div>Scale</div> </div>
	Date									
	7-21-17									
94368]	8-9-17									

CONDITIONAL USE  
APPLICATION FOR: **RAGHAVAN RESIDENCE**  
143 CORBETT AVE  
SAN FRANCISCO, CA 94610

△ REVISIONS:		
No.	Description	Date
1	VARIANCE (2017-010082GEN)	7-21-17
2	PERMIT CONSOLIDATION (201708094368)	8-9-17

**CRUZ A+D**  
MARK CRUZ, CA #36564  
415.802.7447  
mark@cruzad.space

COVER SHEET

**VA0.0**

Scale

COVER SHEET

**VA0.0**

Scale

COVER SHEET

**VA0.0**

Scale

CORBETT AVE

TWO FAMILY RESIDENCE  
137 CORBETT AVE  
139 CORBETT AVE  
2656/061

Usable Open Space 260 SF



25.42'

(E) LIGHTWELL ,  
(N.I.C.)  
(N) PV ARRAY

25'-0 1/4"

72.76'

(N) DECK  
145 SF

DN

(N) RETRACTABLE SKYLITE,  
SEE A5.3

(E) FIXED SKYLITE,  
NO CHANGE

(E) LIGHTWELL

(E) LIGHTWELL  
145 CORBETT

(E) ENTRANCE TO  
LOWER LEVEL, TO  
BE RENOVATED

SINGLE FAMILY RESIDENCE  
145 CORBETT AVE  
2656/059

10' - 0"    -/+ 3' - 2"

(E) REAR DECK

(E) DECK BELOW  
(E) BAY WINDOW  
ROOF BELOW  
(N) SPIRAL STAIRCASE,  
GROUND LEVEL  
(E) SPIRAL  
STAIRCASE  
42" GUARDRAIL

AVERAGE REAR SETBACK

LINE OF (E) REAR BREAKFAST  
NOOK, SEE 2017-009348VAR  
AREA OF EXISTING BREAKFAST  
NOOK BUILT AFTER 2002,  
SEE 200210108753

(E) DECK

1' - 10"

(N) RETAINING WALL  
& WOOD FENCE  
2016-1123-3483

(E) LOWER DECK

(E) UPPER DECK

1

SITE & ROOF PLAN  
3/16" = 1'-0"

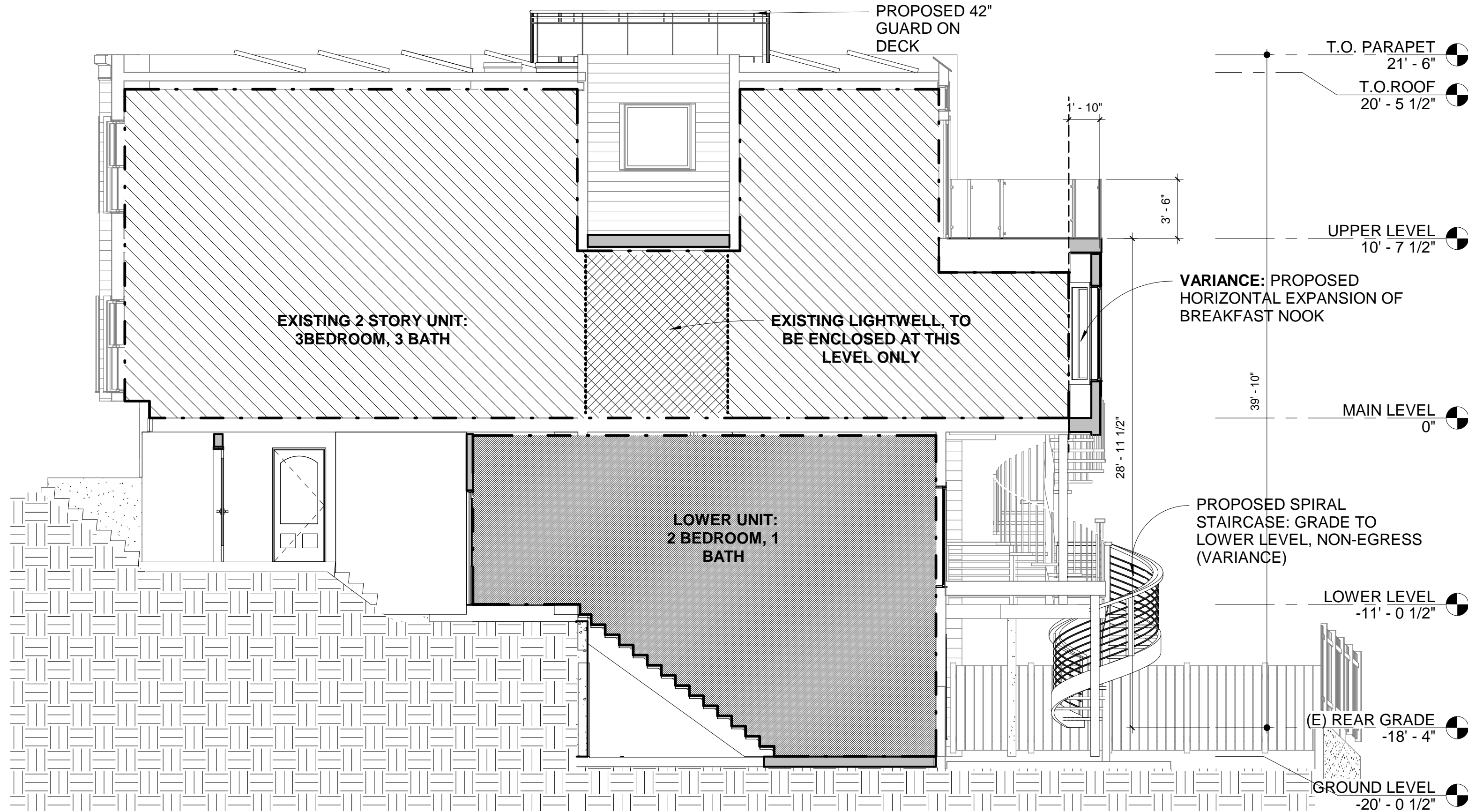
CONDITIONAL USE  
APPLICATION FOR: **RAGHAVAN RESIDENCE**  
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SAN FRANCISCO, CA 94610

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MARK CRUZ, CA #36564  
415.802.7447  
mark@cruzad.space

SITE PLAN / INFO  
**VA0.2**  
Scale 3/16" = 1'-0"

11/15/2017 12:19:19 PM



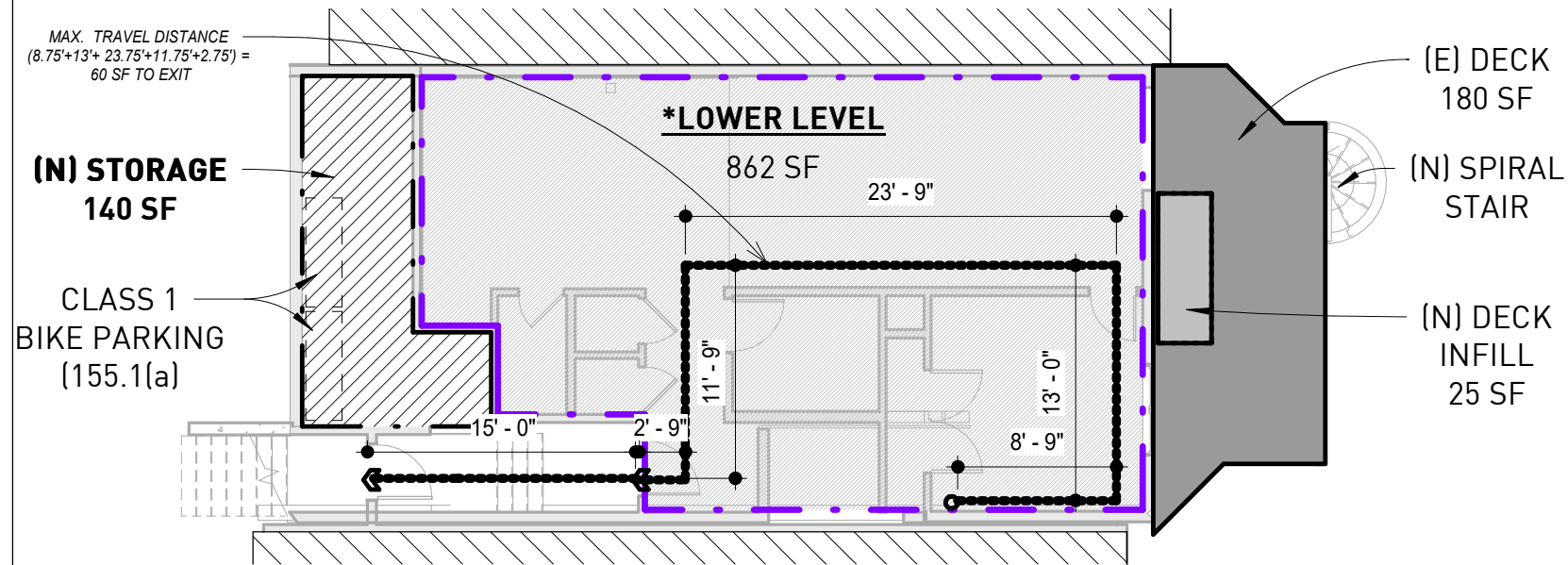
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APPLICATION FOR: **RAGHAVAN RESIDENCE**  
143 CORBETT AVE  
SAN FRANCISCO, CA 94610

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No.	Description	Date
1	VARIANCE (2017-010082GEN)	7-21-17
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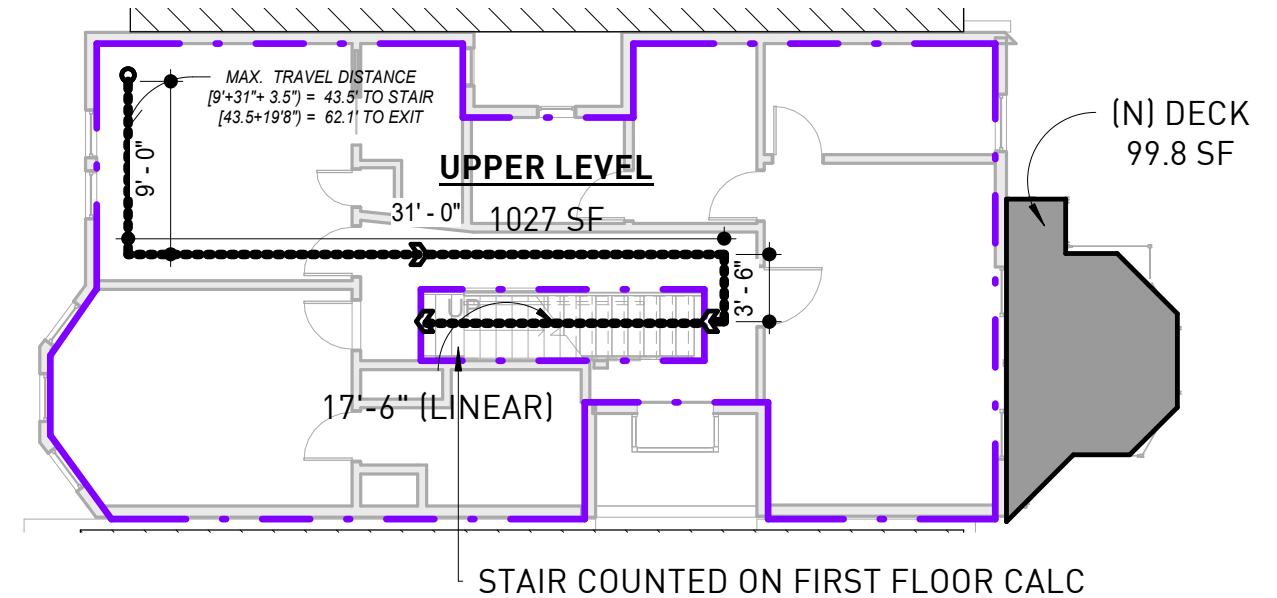
**CRUZ A+D**  
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UNIT DIAGRAM  
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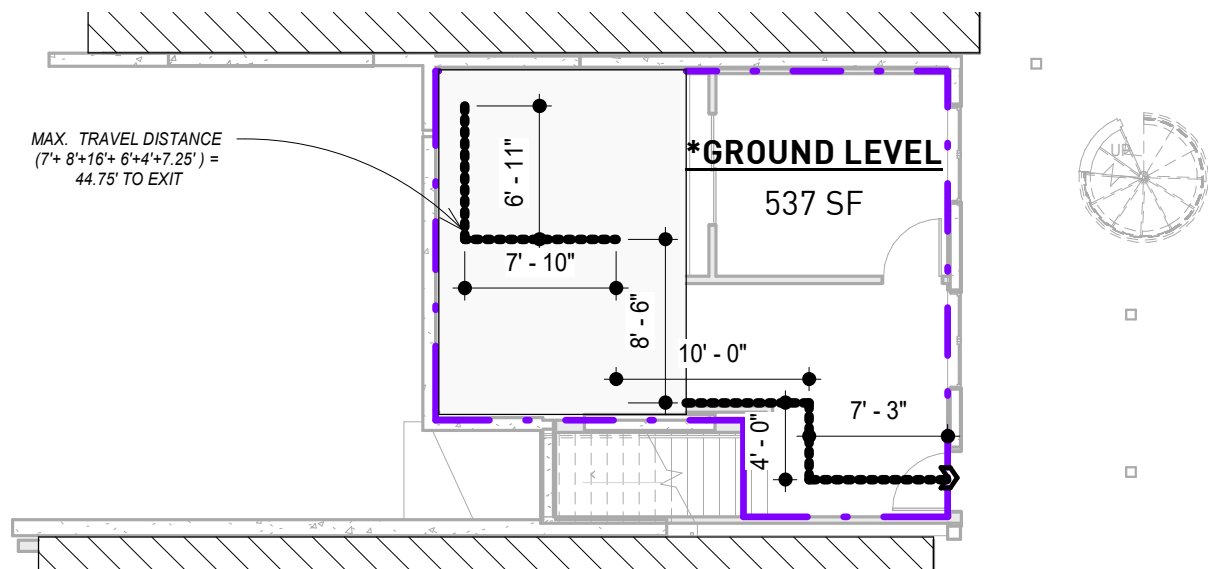




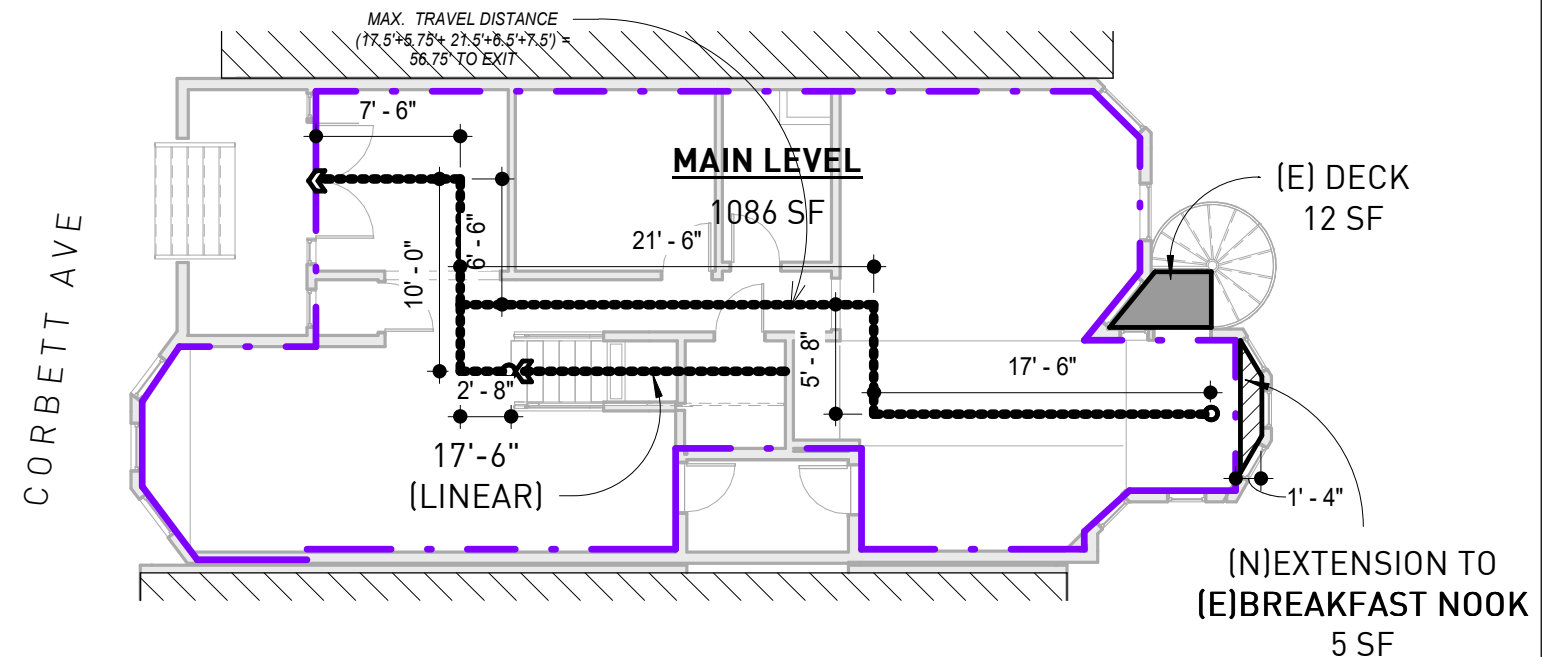
2 FLOOR AREA PLAN - LOWER LEVEL  
1" = 10'-0"



4 FLOOR AREA PLAN - UPPER LEVEL  
1" = 10'-0"



1 FLOOR AREA PLAN - BASEMENT  
1" = 10'-0"



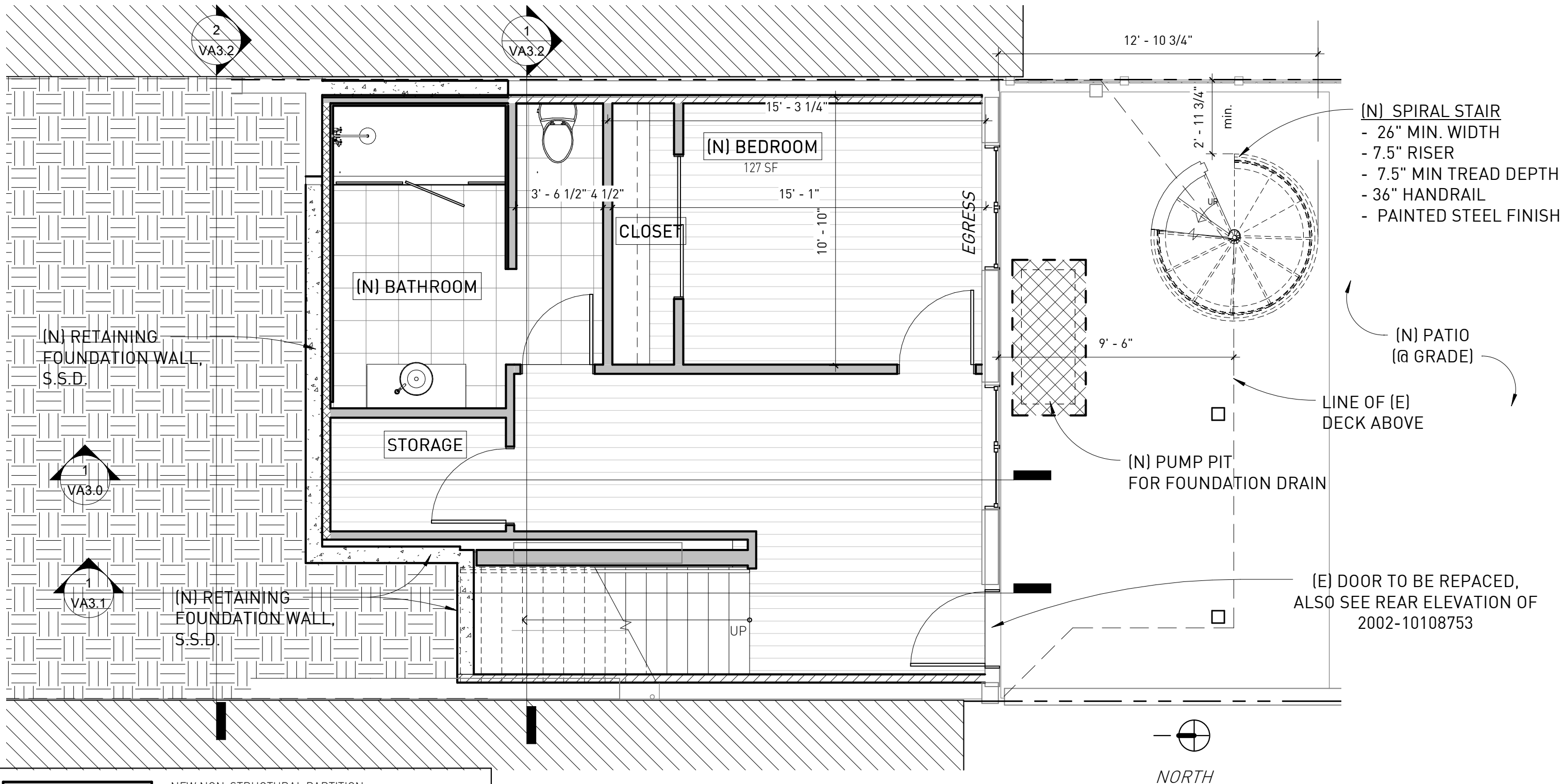
3 FLOOR AREA PLAN - MAIN LEVEL  
1" = 10'-0"

CONDITIONAL USE  
APPLICATION FOR: **RAGHAVAN RESIDENCE**  
143 CORBETT AVE  
SAN FRANCISCO, CA 94610

△ REVISIONS:		
No.	Description	Date

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FLOOR AREA  
**VA0.4**  
Scale 1" = 10'-0"



NEW NON-STRUCTURAL PARTITION  
2x4 FRAMING @ 16"   GWB EA SIDE

FURRING WALL @ FOUNDATION REPAIR LOCATIONS

EXISTING 2X4 @ 16" O.C.WALL TO REMAIN

NON STRUCTURAL PARTION TO BE DEMOLISHED

CONDITIONAL USE  
APPLICATION FOR:

RAGHAVAN RESIDENCE

143 CORBETT AVE  
SAN FRANCISCO, CA 94610

△ REVISIONS:

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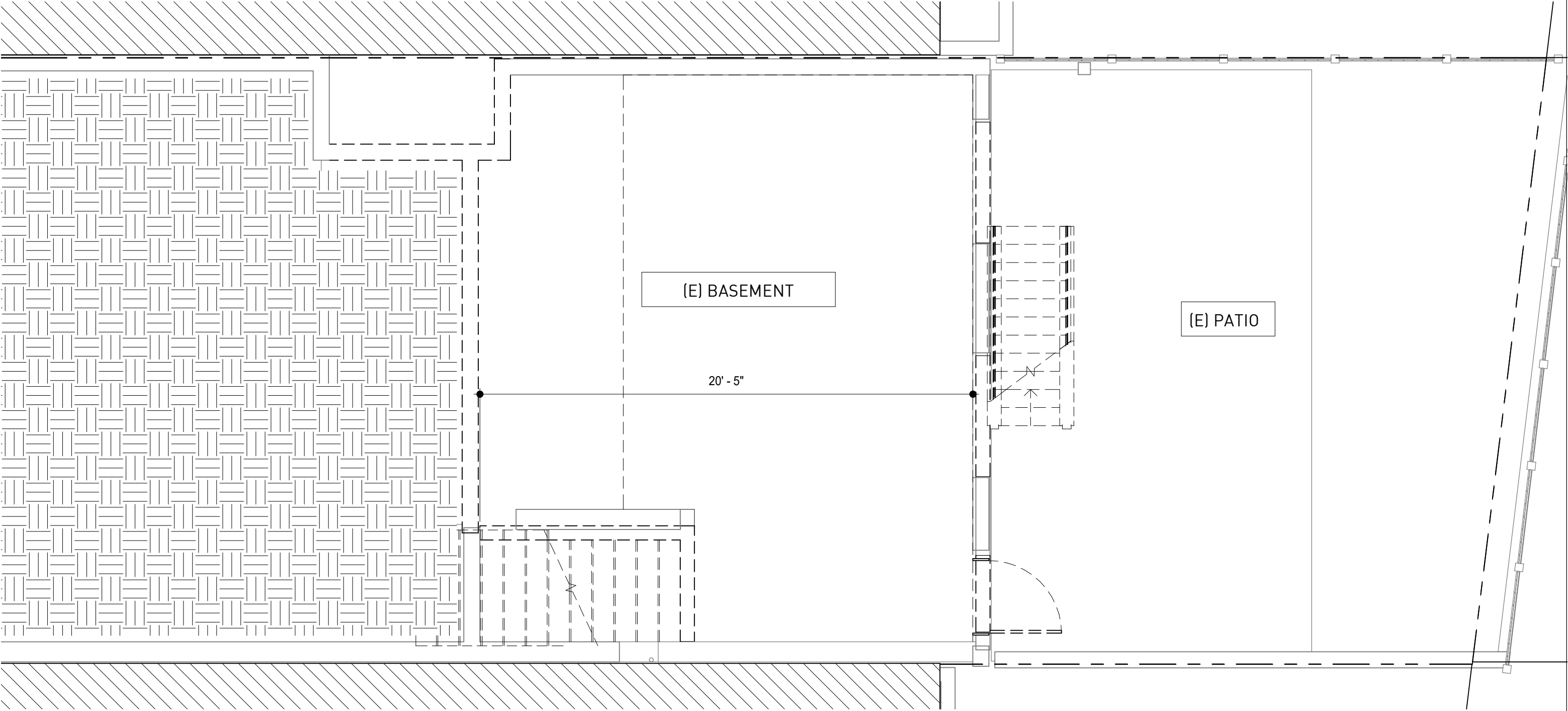
CRUZ A+D

MARK CRUZ, CA #36564  
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mark@cruzad.space

FLOOR PLANS - BASEMENT

VA1.0

Scale      As indicated



- NEW NON-STRUCTURAL PARTITION  
2x4 FRAMING @ 16" GWB EA SIDE
- FURRING WALL @ FOUNDATION REPAIR LOCATIONS
- EXISTING 2X4 @ 16" O.C.WALL TO REMAIN
- NON STRUCTURAL PARTION TO BE DEMOLISHED

CONDITIONAL USE  
APPLICATION FOR:

RAGHAVAN RESIDENCE

143 CORBETT AVE  
SAN FRANCISCO, CA 94610

△ REVISIONS:		
No.	Description	Date

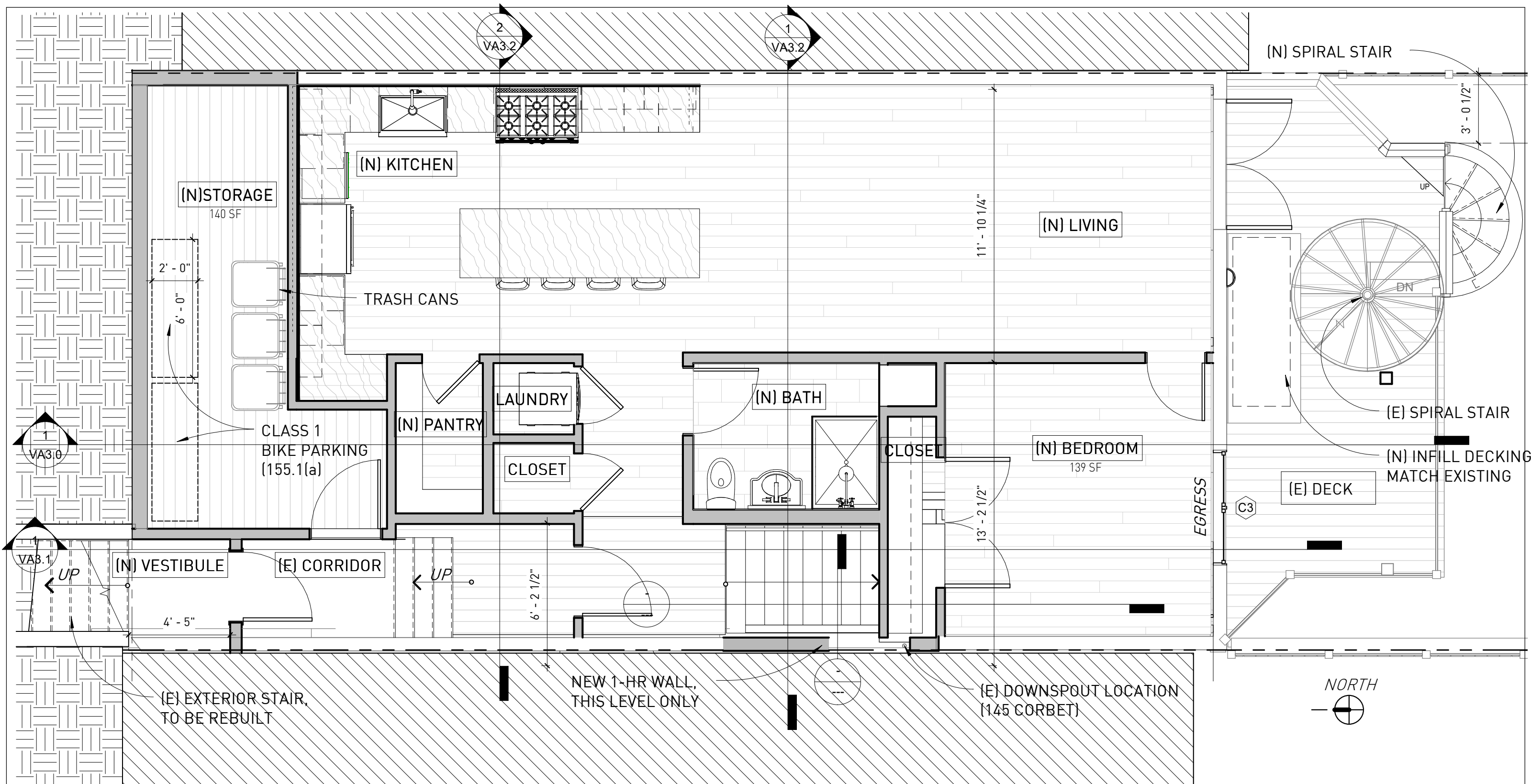
CRUZ A+D

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PLAN - BASEMENT EXISTING

VA1.0E

ScaleAs indicated



CONDITIONAL USE  
APPLICATION FOR:

**RAGHAVAN RESIDENCE**  
143 CORBETT AVE  
SAN FRANCISCO, CA 94610

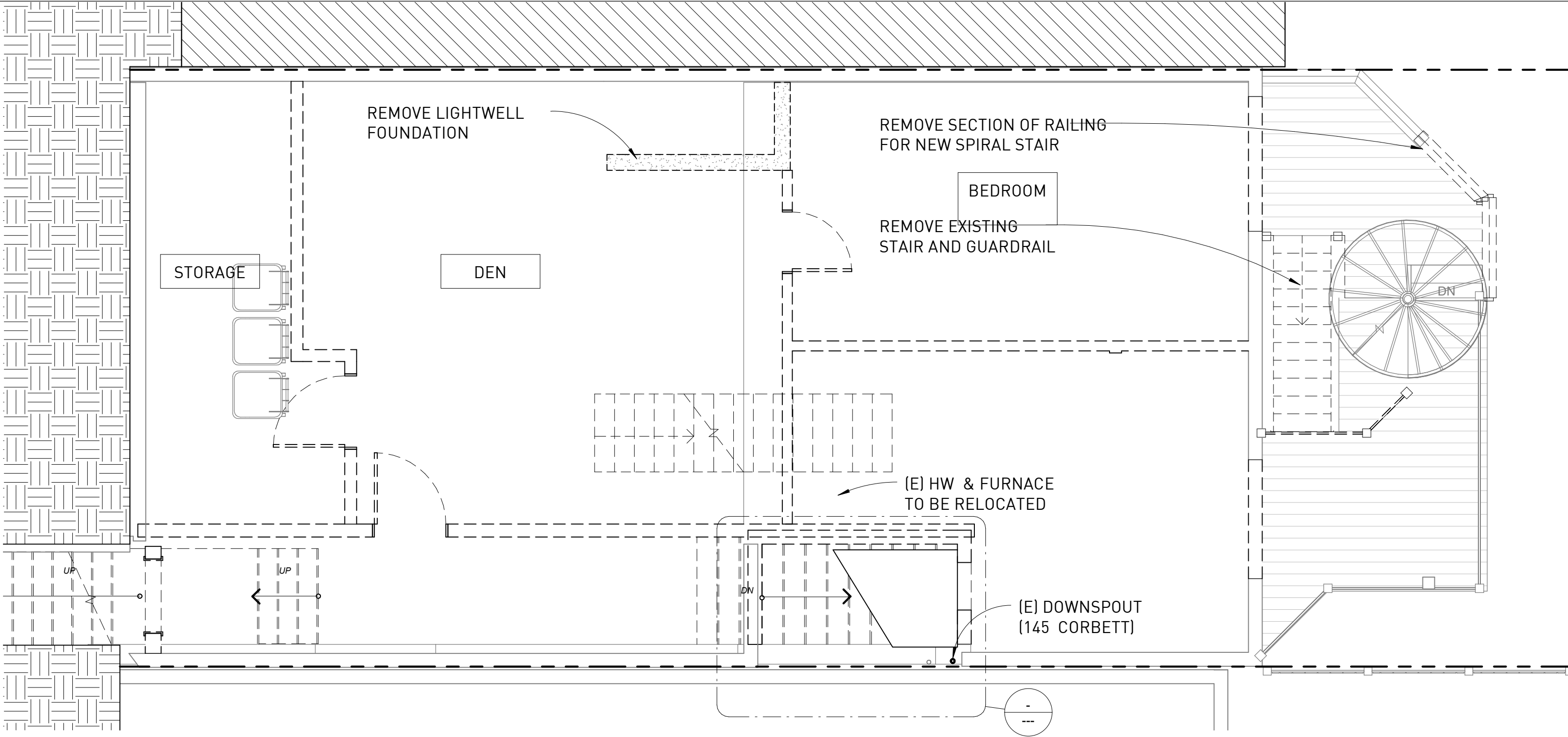
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No.	Description	Date
1	VARIANCE (2017-010082GEN)	7-21-17

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FLOOR PLANS - LOWER

**VA1.1**

Scale 1/4" = 1'-0"



CONDITIONAL USE  
APPLICATION FOR:

**RAGHAVAN RESIDENCE**

143 CORBETT AVE  
SAN FRANCISCO, CA 94610

△ REVISIONS:

No.	Description	Date

**CRUZ A+D**

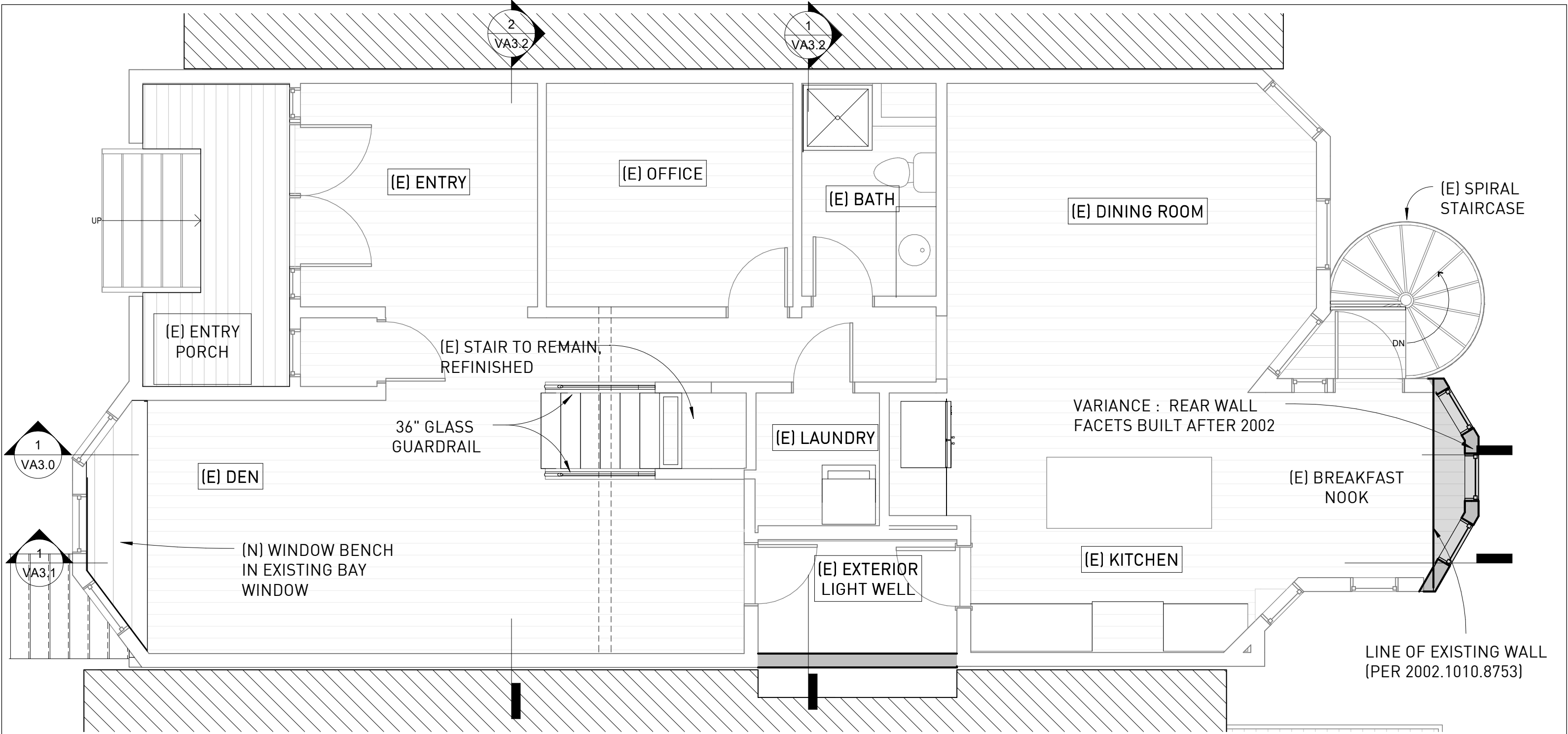
MARK CRUZ, CA #36564  
415.802.7447  
mark@cruzad.space

FLOOR PLAN - LOWER EXISTING

**VA1.1E**

Scale 1/4" = 1'-0"





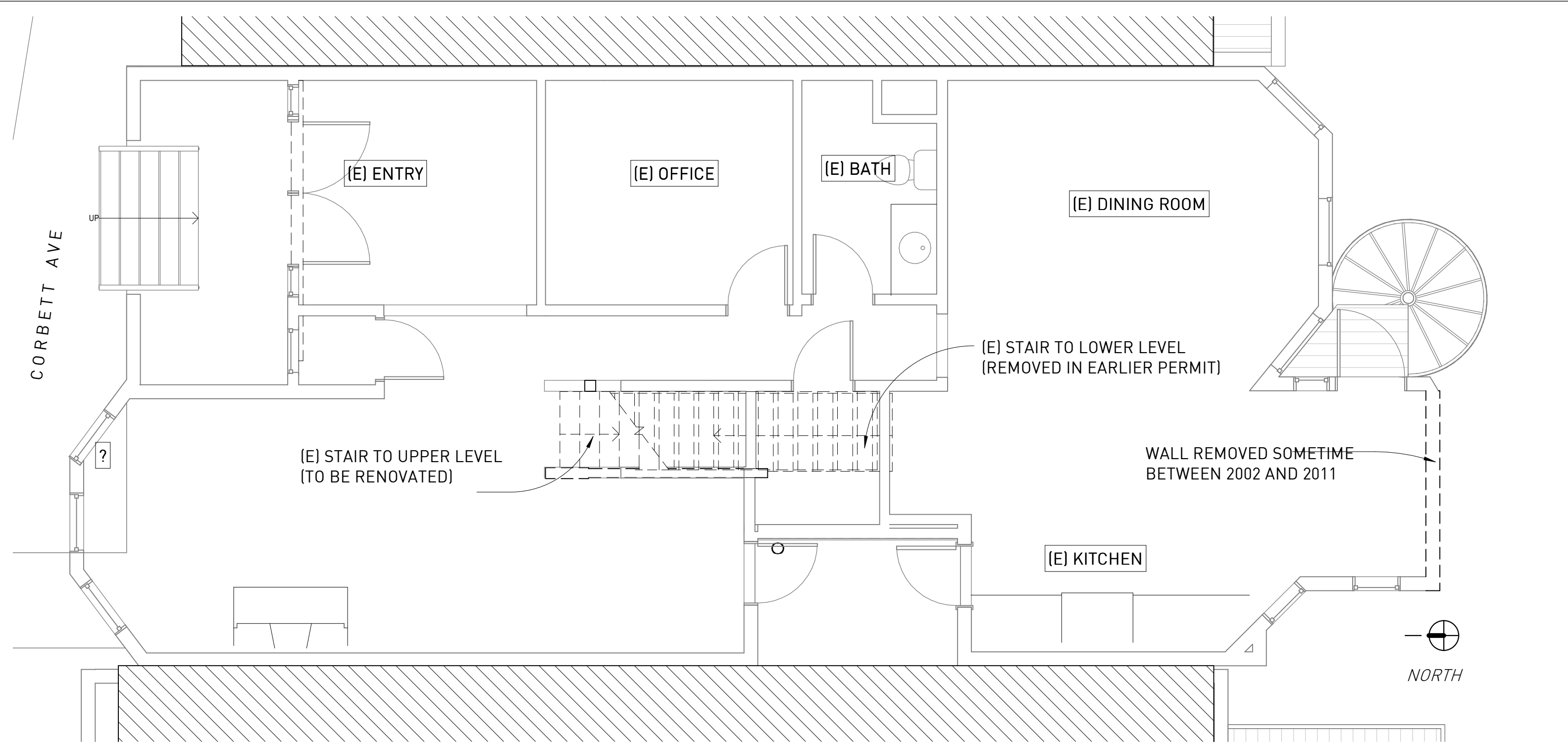
	NEW NON-STRUCTURAL PARTITION 2x4 FRAMING @ 16" GWB EA SIDE
	FURRING WALL @ FOUNDATION REPAIR LOCATIONS
	EXISTING 2X4 @ 16" O.C.WALL TO REMAIN
	NON STRUCTURAL PARTION TO BE DEMOLISHED

CONDITIONAL USE  
APPLICATION FOR: **RAGHAVAN RESIDENCE**  
143 CORBETT AVE  
SAN FRANCISCO, CA 94610

△ REVISIONS:		
No.	Description	Date
1	VARIANCE (2017-010082GEN)	7-21-17

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415.802.7447  
mark@cruzad.space

FLOOR PLAN - MAIN  
**VA1.2**  
Scale As indicated



NEW NON-STRUCTURAL PARTITION  
2x4 FRAMING @ 16" GWB EA SIDE

FURRING WALL @ FOUNDATION REPAIR LOCATIONS

EXISTING 2X4 @ 16" O.C.WALL TO REMAIN

NON STRUCTURAL PARTION TO BE DEMOLISHED

CONDITIONAL USE  
APPLICATION FOR:

RAGHAVAN RESIDENCE

143 CORBETT AVE  
SAN FRANCISCO, CA 94610

△ REVISIONS:

No.	Description	Date

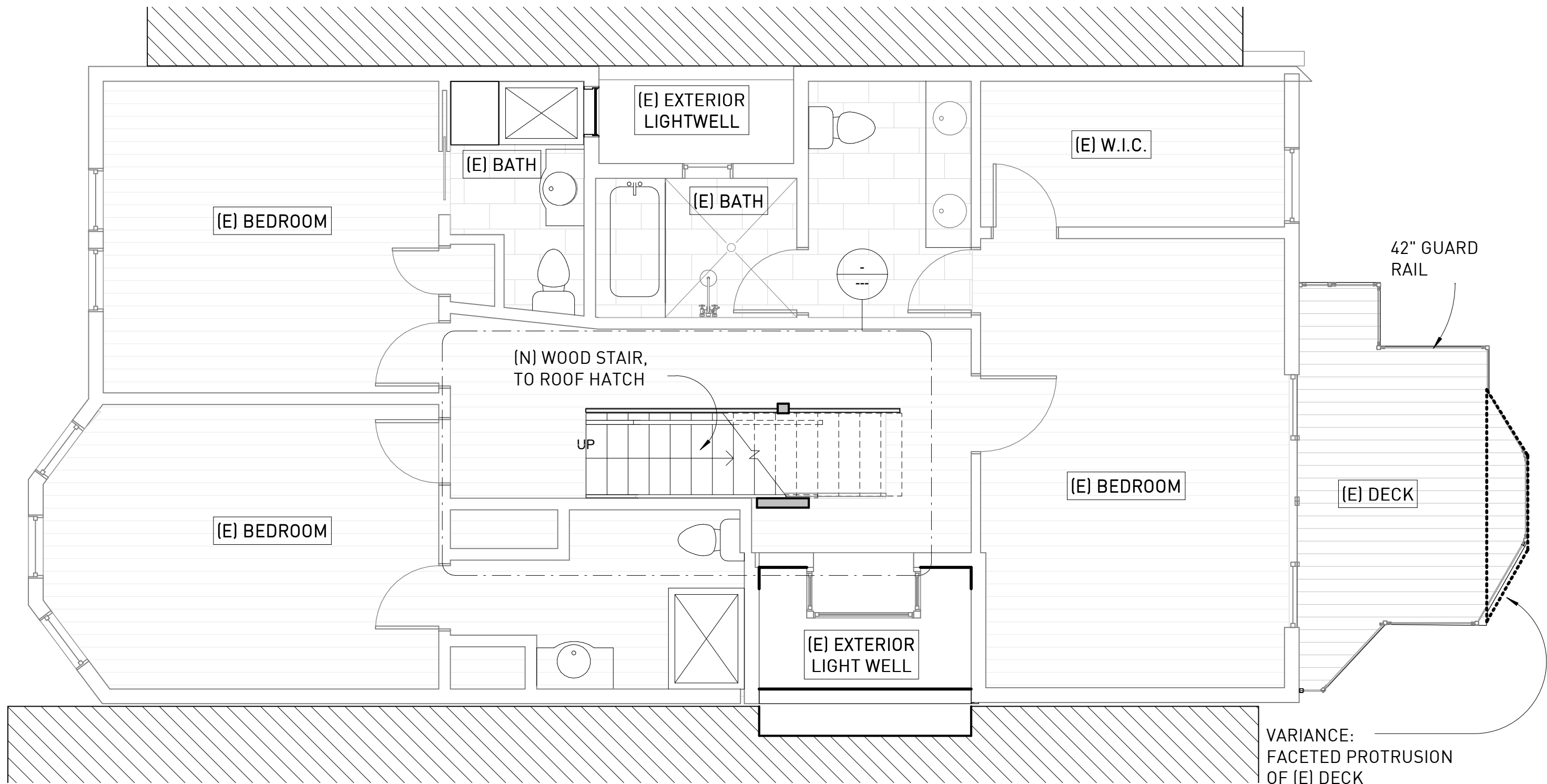
CRUZ A+D

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415.802.7447  
mark@cruzad.space

FLOOR PLAN - MAIN EXISTING

VA1.2E

ScaleAs indicated



NEW NON-STRUCTURAL PARTITION  
2x4 FRAMING @ 16" GWB EA SIDE

FURRING WALL @ FOUNDATION REPAIR LOCATIONS

EXISTING 2X4 @ 16" O.C.WALL TO REMAIN

NON STRUCTURAL PARTION TO BE DEMOLISHED

CONDITIONAL USE  
APPLICATION FOR:

RAGHAVAN RESIDENCE

143 CORBETT AVE  
SAN FRANCISCO, CA 94610

△ REVISIONS:

No.	Description	Date
1	VARIANCE (2017-010082GEN)	7-21-17

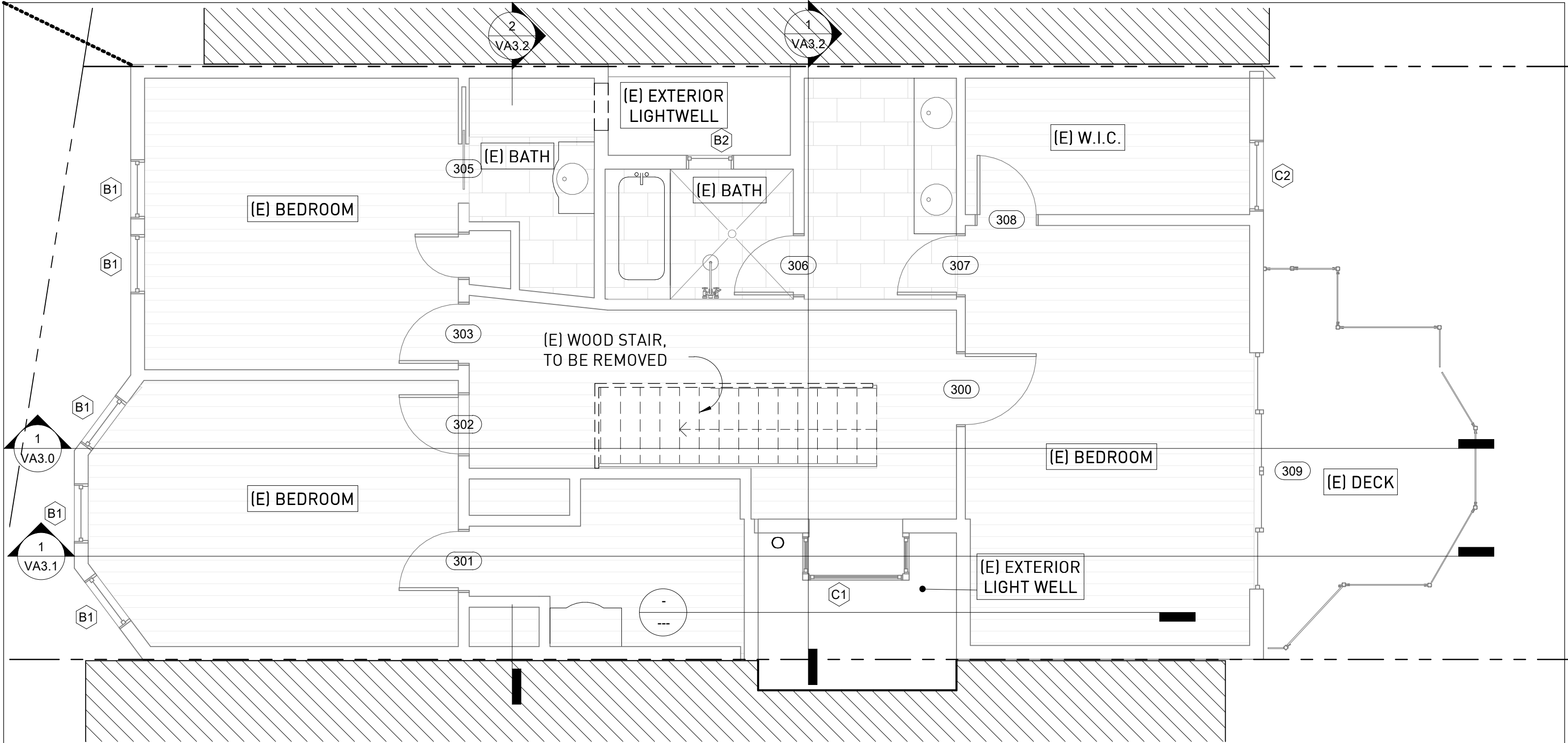
CRUZ A+D

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415.802.7447  
mark@cruzad.space

FLOOR PLAN - UPPER

VA1.3

ScaleAs indicated



NEW NON-STRUCTURAL PARTITION  
2x4 FRAMING @ 16" GWB EA SIDE

FURRING WALL @ FOUNDATION REPAIR LOCATIONS

EXISTING 2X4 @ 16" O.C.WALL TO REMAIN

NON STRUCTURAL PARTION TO BE DEMOLISHED

CONDITIONAL USE  
APPLICATION FOR:

RAGHAVAN RESIDENCE

143 CORBETT AVE  
SAN FRANCISCO, CA 94610

△ REVISIONS:

No.	Description	Date

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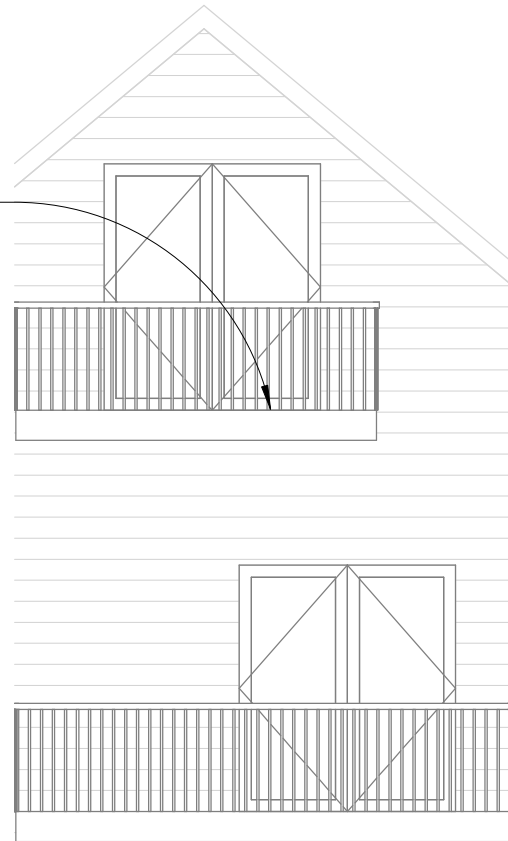
FLOOR PLAN - UPPER EXISTING

VA1.3E

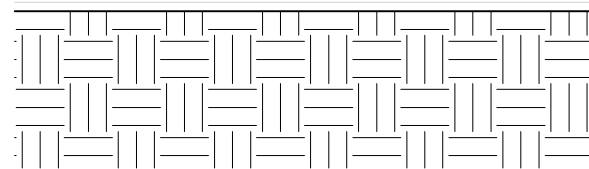
ScaleAs indicated

11/15/2017 12:19:34 PM

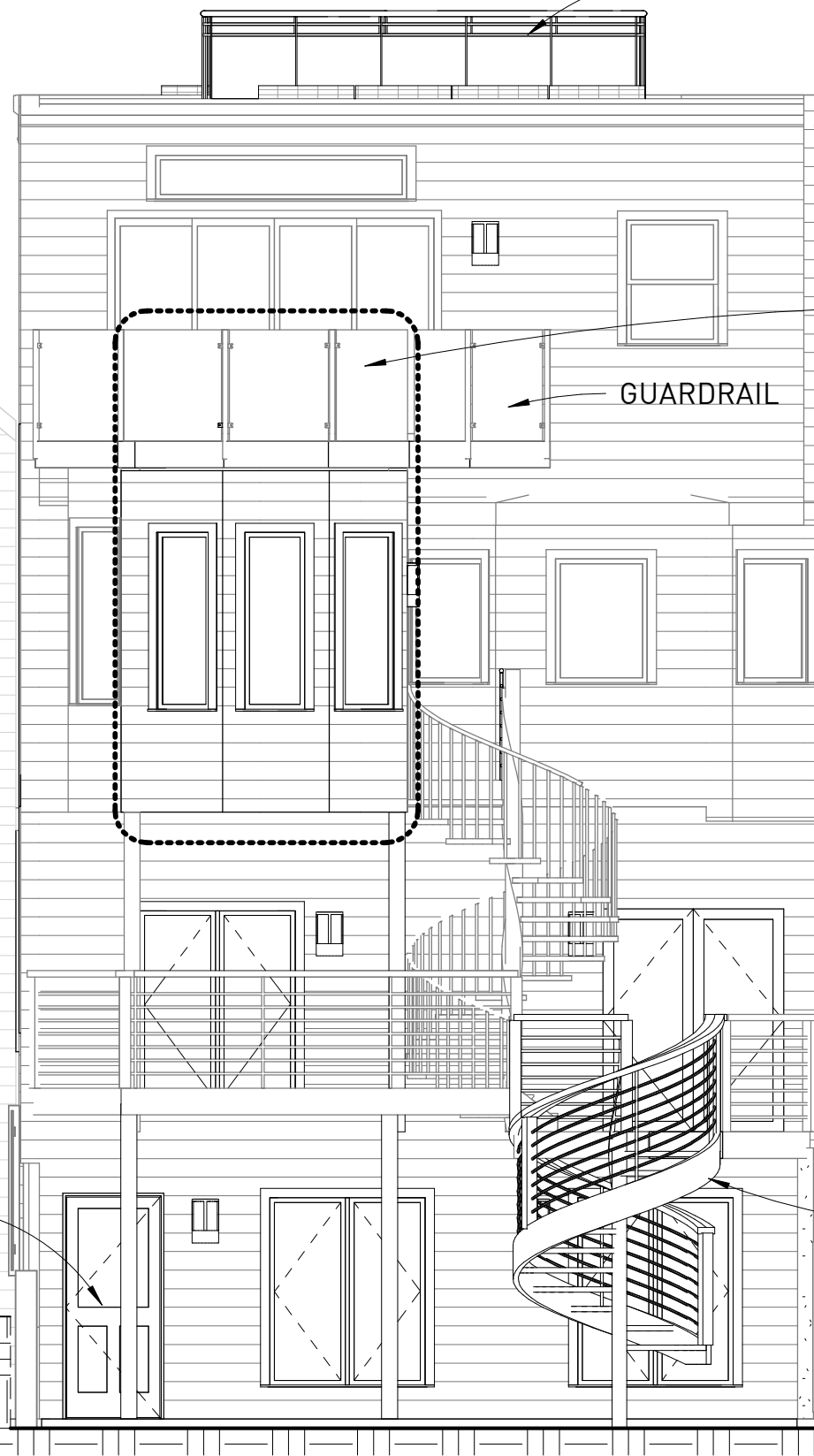
(E) UPPER  
DECK OF 145  
CORBETT



(E) DOOR TO BE REPACED,  
ALSO SEE REAR ELEVATION OF  
2002-10108753



VARIANCE: PROPOSED RAILING AROUND MAINTENANCE DECK



VARIANCE: FACETED PROTRUSION

GUARDRAIL

(E) UPPER DECK OF  
137/139 CORBETT

VARIANCE: PROPOSED STAIR, GROUND  
TO LOWER LEVEL ONLY

1

SOUTH ELEVATION  
3/16" = 1'-0"

CONDITIONAL USE  
APPLICATION FOR:

**RAGHAVAN RESIDENCE**

143 CORBETT AVE  
SAN FRANCISCO, CA 94610

△ REVISIONS:

No.	Description	Date
1	VARIANCE (2017-010082GEN)	7-21-17

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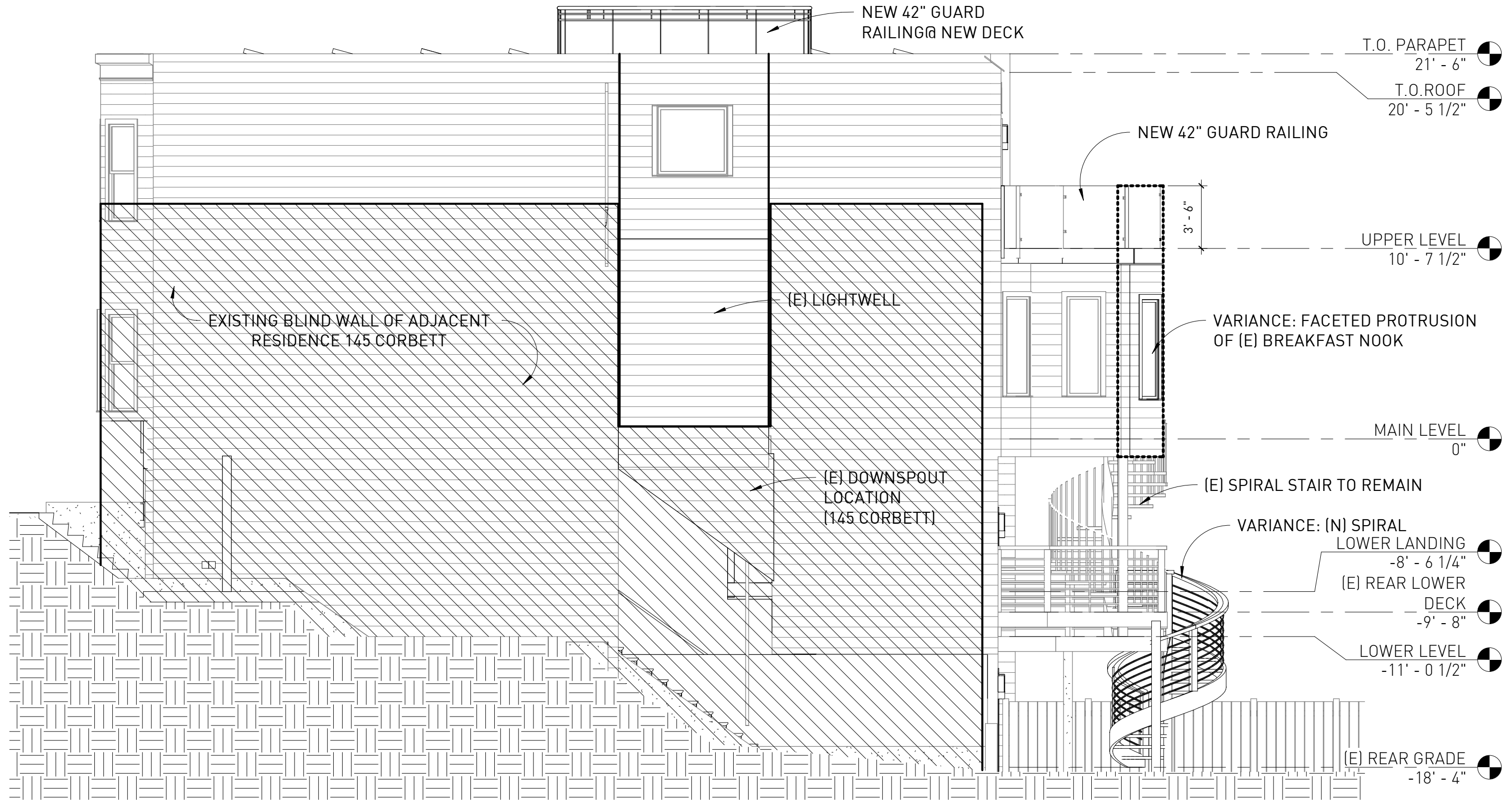
ELEVATION - REAR

**VA2.0**

Scale 3/16" = 1'-0"

11/15/2017 12:19:36  
PM





1

ELEVATION - WEST  
3/16" = 1'-0"

CONDITIONAL USE  
APPLICATION FOR:

**RAGHAVAN RESIDENCE**

143 CORBETT AVE  
SAN FRANCISCO, CA 94610

△ REVISIONS:

No.	Description	Date
1	VARIANCE (2017-010082GEN)	7-21-17

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ELEVATION - WEST

**VA2.1**

Scale 3/16" = 1'-0"

VARIANCE: FACETED  
PROTRUSION

VARIANCE: (N) SPIRAL  
STAIRCASE

EXISTING BLIND WALL  
OF ADJACENT  
RESIDENCE

1 EAST ELEVATION  
3/16" = 1'-0"

CONDITIONAL USE  
APPLICATION FOR: **RAGHAVAN RESIDENCE**  
143 CORBETT AVE  
SAN FRANCISCO, CA 94610

△ REVISIONS:		
No.	Description	Date
1	VARIANCE (2017-010082GEN)	7-21-17

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ELEVATION - EAST  
**VA2.2**  
Scale 3/16" = 1'-0"



1 NORTH ELEVATION  
3/16" = 1'-0"

CONDITIONAL USE  
APPLICATION FOR:

## RAGHAVAN RESIDENCE

143 CORBETT AVE  
SAN FRANCISCO, CA 94610

### △ REVISIONS:

No.	Description	Date
1	VARIANCE (2017-010082GEN)	7-21-17

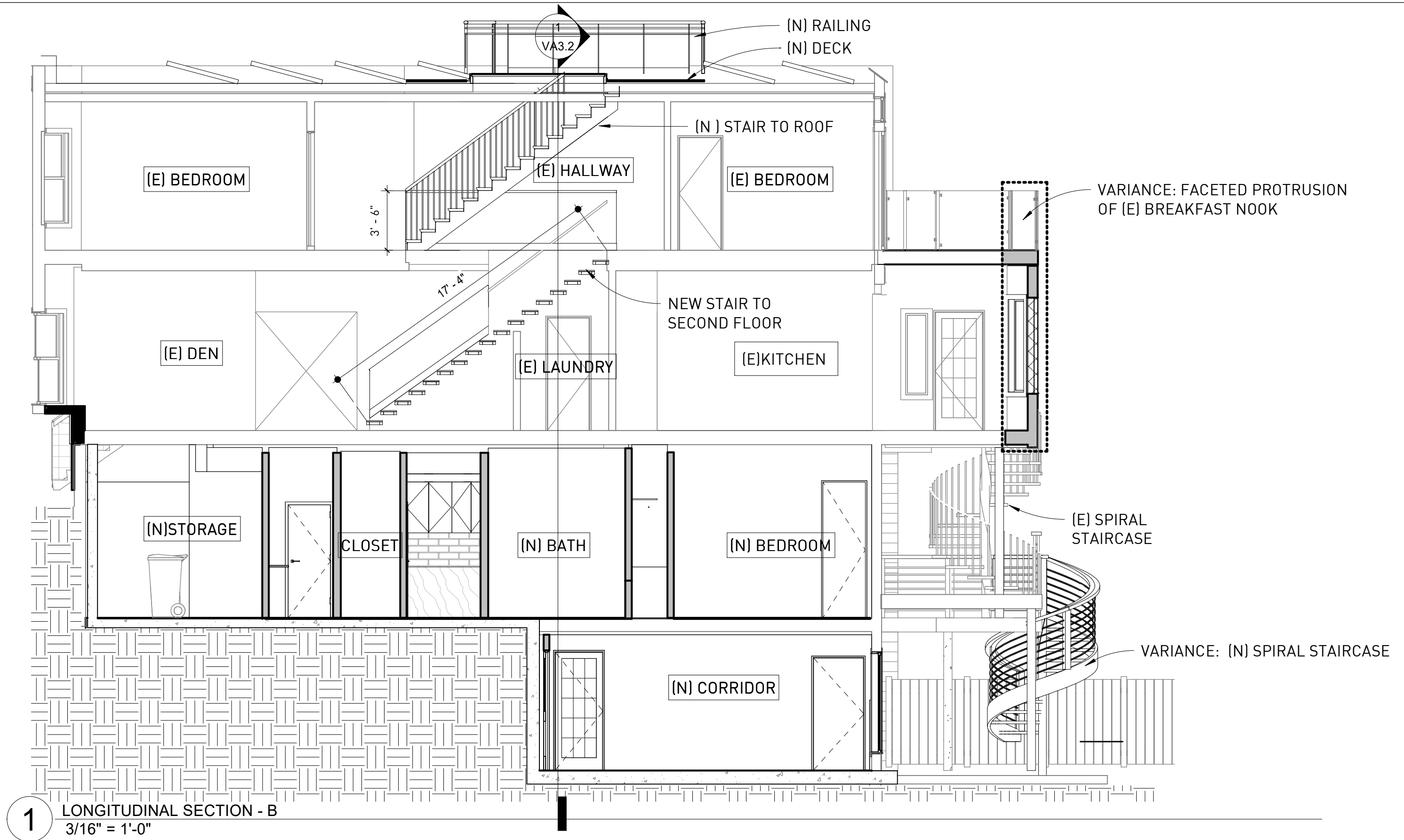
## CRUZ A+D

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ELEVATION - FRONT

# VA2.3

Scale 3/16" = 1'-0"



CONDITIONAL USE  
APPLICATION FOR:

**RAGHAVAN RESIDENCE**  
143 CORBETT AVE  
SAN FRANCISCO, CA 94610

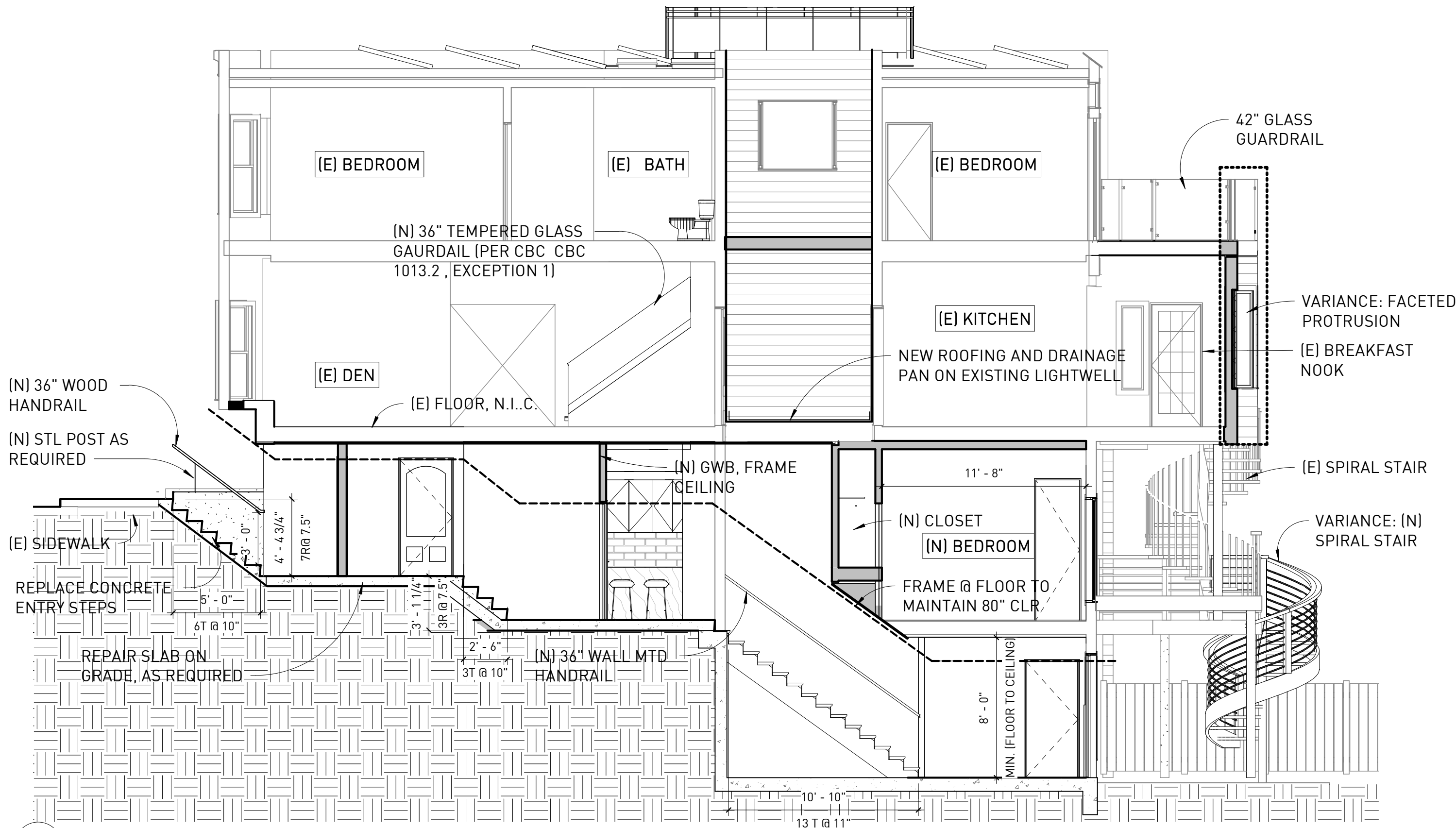
△ REVISIONS:		
No.	Description	Date
1	VARIANCE (2017-010082GEN)	7-21-17

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LONGITUDINAL SECTION

**VA3.0**

Scale 3/16" = 1'-0"



1 LONGITUDINAL SECTION - A  
3/16" = 1'-0"

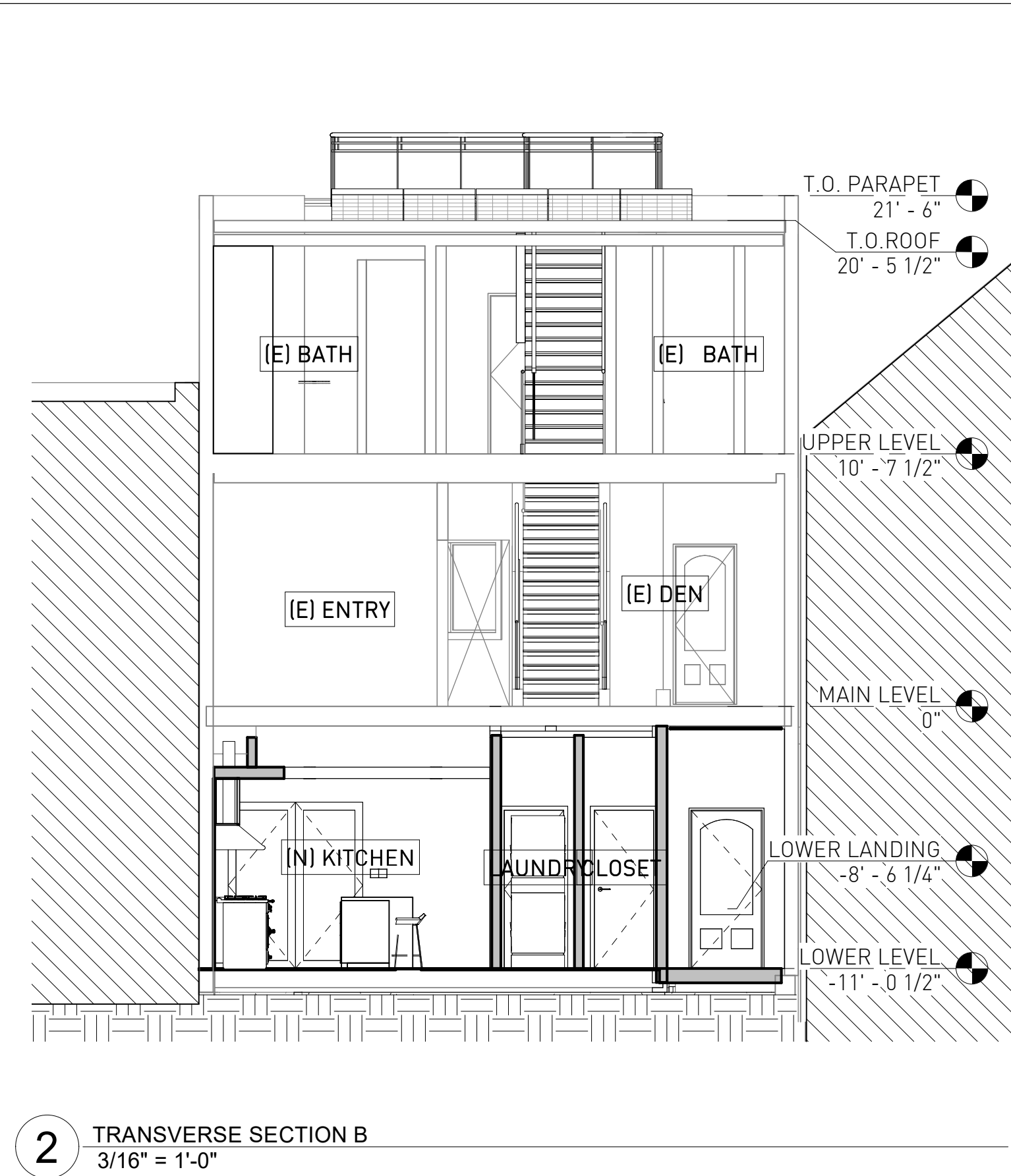
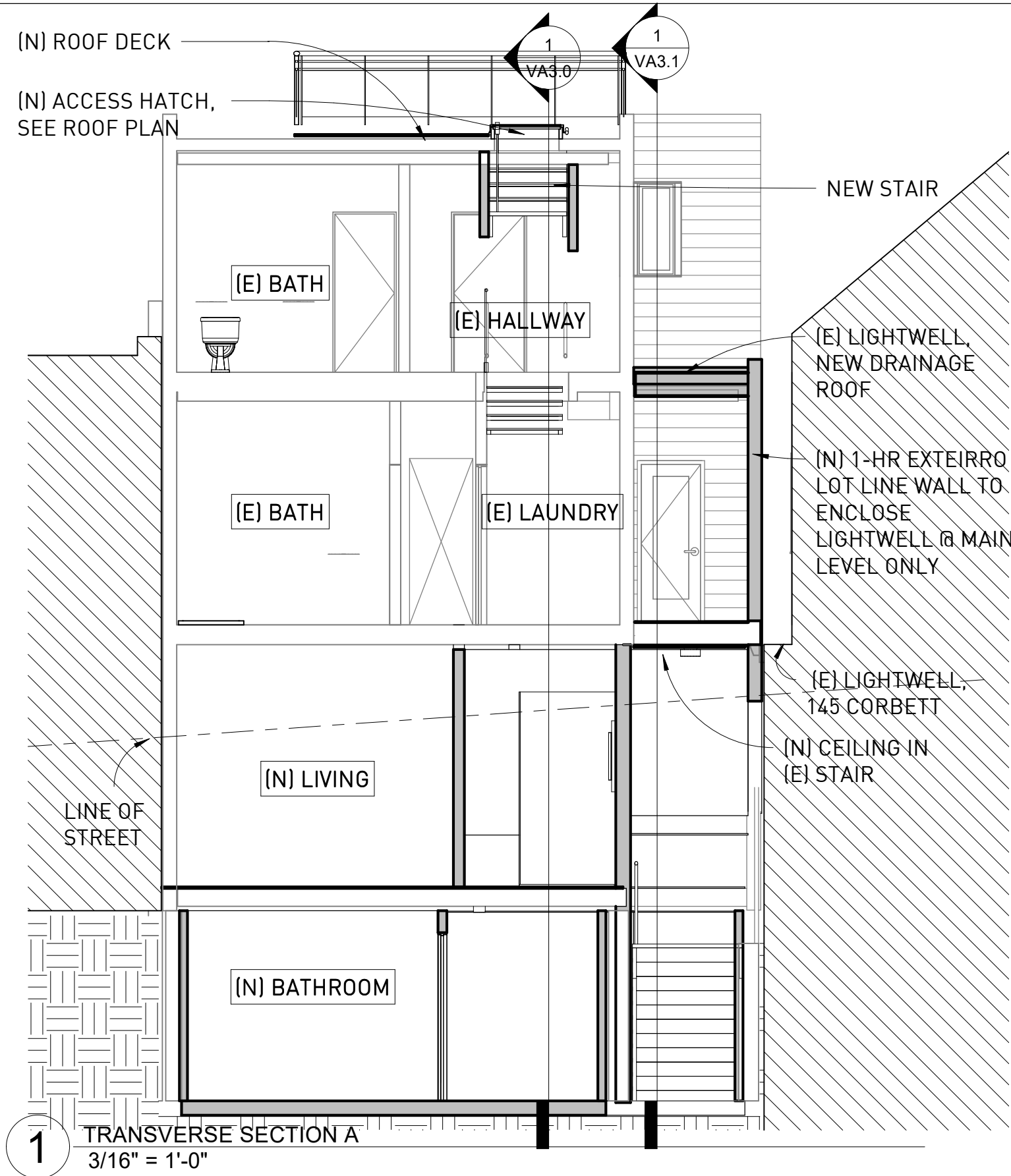
CONDITIONAL USE  
APPLICATION FOR: **RAGHAVAN RESIDENCE**  
143 CORBETT AVE  
SAN FRANCISCO, CA 94610

△ REVISIONS:		
No.	Description	Date
1	VARIANCE (2017-010082GEN)	7-21-17

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LONGITUDINAL SECTION  
**VA3.1**  
Scale 3/16" = 1'-0"





CONDITIONAL USE  
APPLICATION FOR:

**RAGHAVAN RESIDENCE**

143 CORBETT AVE  
SAN FRANCISCO, CA 94610

△ REVISIONS:		
No.	Description	Date
1	VARIANCE (2017-010082GEN)	7-21-17

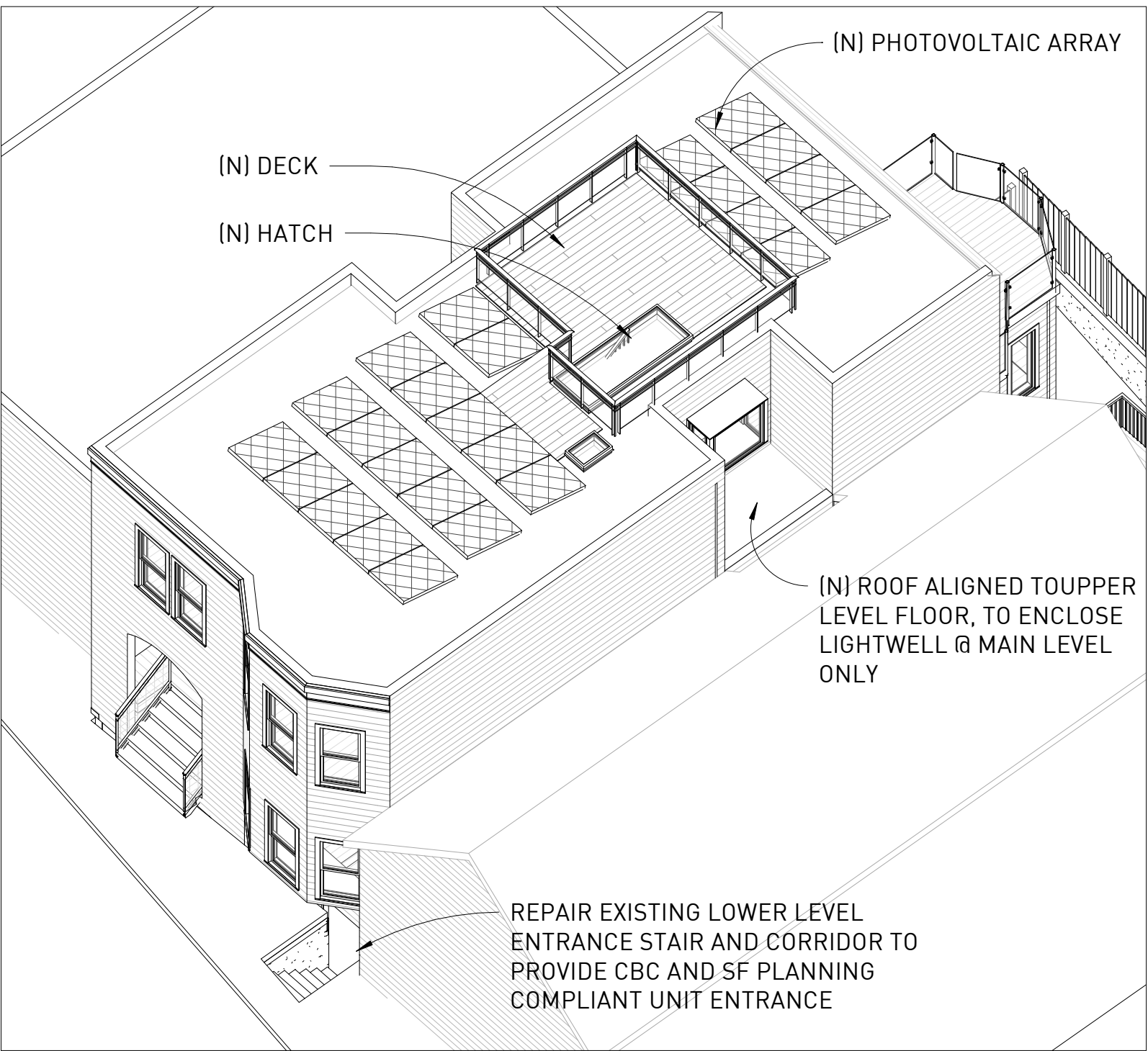
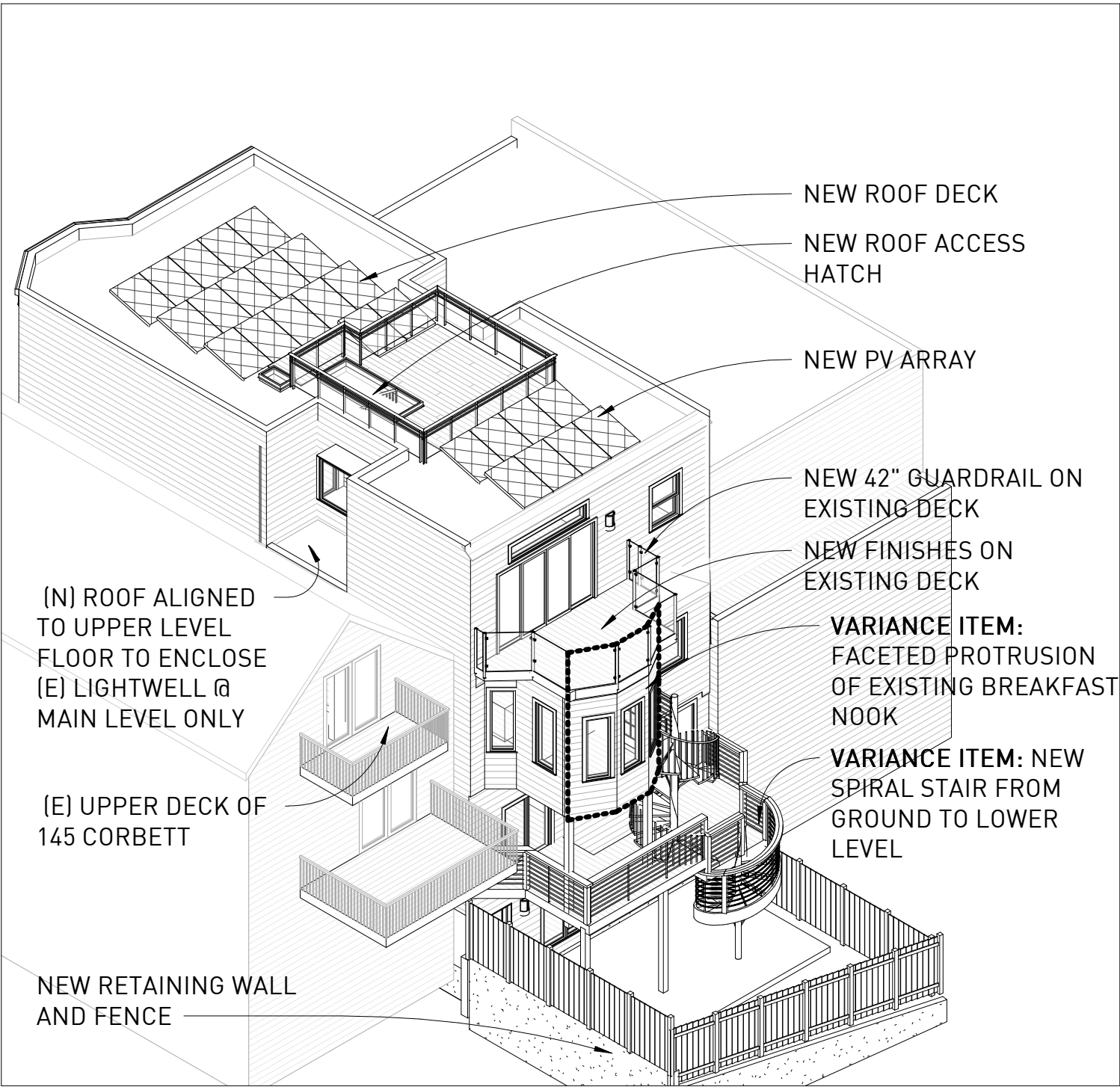
**CRUZ A+D**

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415.802.7447  
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TRANSVERSE SECTIONS

**VA3.2**

Scale 3/16" = 1'-0"



CONDITIONAL USE  
APPLICATION FOR:

**RAGHAVAN RESIDENCE**

143 CORBETT AVE  
SAN FRANCISCO, CA 94610

△ REVISIONS:

No.	Description	Date
1	VARIANCE (2017-010082GEN)	7-21-17

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415.802.7447  
mark@cruzad.space

3D

**VA4.1**

Scale



EXISTING UPPER DECK, SEE  
200210108753

"FACETED" REAR PROTRUSION  
1'-9" PAST EXISTING BREAKFAST  
NOOK INTO REAR YARD

EXISTING BREAKFAST NOOK

EXISTING DECK

PROPOSED STEEL SPIRAL  
STAIRCASE, ONE STORY

EXISTING DOOR



CONDITIONAL USE  
APPLICATION FOR:

**RAGHAVAN RESIDENCE**  
143 CORBETT AVE  
SAN FRANCISCO, CA 94610

△ REVISIONS:		
No.	Description	Date
1	VARIANCE (2017-010082GEN)	7-21-17
2	PERMIT CONSOLIDATION (201708094368)	8-9-17

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mark@cruzad.space

3D VIEW

**VA4.2**

Scale 1/2" = 1'-0"

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BOARD OF SUPERVISORS  
SAN FRANCISCO

2018 JUL 23 AM 10:44

BY BJ

CORBETT HEIGHTS NEIGHBORS  
78 MARS ST.  
SAN FRANCISCO, CA 94114-1828

90-2267/1211

209

DATE

7-23-18

PAY TO THE  
ORDER OF

Planning Dept - OF

\$597.<sup>00</sup>

Five hundred and ninety seven

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appeal

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2018 JUL 23 AM 10:55

Application to Request a  
**Board of Supervisors Appeal Fee Waiver**

CASE NUMBER:  
For Staff Use only

**APPLICATION FOR**

**Board of Supervisors Appeal Fee Waiver**

1. Applicant and Project Information

APPLICANT NAME: Gary Weiss on behalf of Corbett Heights Neighbors		
APPLICANT ADDRESS: 78. Mars St. San Francisco CA 94114		TELEPHONE: (415) 279-5570
		EMAIL: gary@corbettheights.org
NEIGHBORHOOD ORGANIZATION NAME: Corbett Heights Neighbors		
NEIGHBORHOOD ORGANIZATION ADDRESS: Same as above.		TELEPHONE: ( )
		EMAIL:
PROJECT ADDRESS: 143 Corbett Av.		
PLANNING CASE NO.: 2017-009348CUN	BUILDING PERMIT APPLICATION NO.:	DATE OF DECISION (IF ANY): 6/21/18

2. Required Criteria for Granting Waiver

(All must be satisfied; please attach supporting materials)

- ☒ The appellant is a member of the stated neighborhood organization and is authorized to file the appeal on behalf of the organization. Authorization may take the form of a letter signed by the President or other officer of the organization.
- ☒ The appellant is appealing on behalf of an organization that is registered with the Planning Department and that appears on the Department's current list of neighborhood organizations.
- ☒ The appellant is appealing on behalf of an organization that has been in existence at least 24 months prior to the submittal of the fee waiver request. Existence may be established by evidence including that relating to the organization's activities at that time such as meeting minutes, resolutions, publications and rosters.
- ☒ The appellant is appealing on behalf of a neighborhood organization that is affected by the project and that is the subject of the appeal.