



SAN FRANCISCO PLANNING DEPARTMENT

Executive Summary Conditional Use

HEARING DATE: MARCH 8, 2018

Date: February 26, 2018
Case No.: **2017-008121CUA**
Project Address: **1805 Divisadero Street**
Zoning: NC-2 (Neighborhood Commercial District, Small-Scale)
40-X Height and Bulk District
Block/Lot: 1049/058
Property owner: Representative: Stuart Schmidt
Schmidt Legacy Properties, LLC
983 University Avenue, 104C
Los Gatos, CA 95032
Staff Contact: Matt Dito – (415) 575-9164
matthew.dito@sfgov.org
Recommendation: **DISAPPROVAL**

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

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

PROJECT DESCRIPTION

The property owner, also the project applicant, proposes the removal of an unauthorized dwelling unit at the second floor and conversion of the space into Retail Sales and Service space. Specifically, the project proposes to convert the space to a commercial gym use. This request, along with the associated Building Permit Application (No. 2017.06.20.9883) to remove the unauthorized dwelling unit, represents the property owner's efforts to abate Planning Enforcement Case No. 2017-004069ENF and Department of Building Inspection Complaint No. 20177332.

SITE DESCRIPTION AND PRESENT USE

The project is located on the west side of Divisadero Street, between Pine and Bush Streets, Block 1049, Lot 058, within the NC-2 (Neighborhood Commercial, Small-Scale) Zoning District and a 40-X Height and Bulk District. The property is developed as a two-story building, originally authorized as commercial on both stories. The second floor was subsequently converted to a four-bedroom unauthorized dwelling unit, while the ground floor remained authorized for Retail Sales and Service use. Each floor of the building is approximately 2,100 square feet.

The subject unauthorized dwelling unit was last occupied in January 2017, when it was vacated via an Ellis Act¹ eviction. Prior to the eviction, the space was used, per the tenant, as a "dance studio art space with an integrated dwelling unit." Since the eviction, the unauthorized dwelling unit has undergone an

¹ California Government Code Sections 7060 allows landlords to "go out of business" by removing all residential units on a property from the rental market for a minimum of five years, thereby evicting any existing tenants. This is commonly known as an "Ellis Act" Eviction.

unpermitted conversion back to a Retail Sales and Service use as a gym. The space is occupied by Core40, which had occupied the ground floor retail space (1807 Divisadero Street) prior to the eviction of the unauthorized dwelling unit's tenant. Following the eviction, Core40 relocated to the second story space. The ground floor is currently unused, though the property owner has a lease with Cycle Vibe, LLC, another gym use.

The unauthorized dwelling unit was in place since at least 1992. From 1992 to 2017, the space was used as a hybrid live/work space that included a dance and art studio. The master tenant from 1992 resided in the unit until 2011. Following that, he remained a tenant in the space as part of the management of the dance and art studio. The most recent master tenant began living in the space in 2006, and took over the tenancy without a formal lease. The lease history of the property, with the most recent formal lease being signed in 2005, is inconsistent in regards to the residential use, with some leases expressly prohibiting it, and others permitting "living uses"; as such, it is unclear if the current property owner was aware of the unauthorized dwelling unit prior to assuming ownership. The property owner inherited the subject property in 2013.

After becoming aware of the unauthorized dwelling unit, the property owner initiated efforts in January 2014 to vacate the unit and restore it to a fully commercial use. This included having an authorized agent file Building Permit Application No. 2014.10.31.0448 to "remove [an] illegal kitchen put in by tenants." The permit was erroneously issued on October 31, 2014 without Planning Department review. As the scope of work included the de-facto removal of an unauthorized dwelling unit, the permit required Department review; such review would have allowed the tenant (who had filed a Block Book Notification in August 2014) to review and file a Discretionary Review request on the building permit, if desired.

On November 5, 2014, the authorized agent for the property owner was notified that the building permit was issued in error, and, in-lieu of the Planning Department requesting revocation, requested that the Department of Building Inspection (DBI) cancel the building permit. On November 17, 2014, the building permit was officially cancelled by DBI.

On November 21, 2014, a "Notice to Tenant of Owner's Filing of Notice of Intent to Withdraw Rental Units Under the Ellis Act" was filed on 1805 Divisadero Street.

On March 11, 2016, the Mayor signed Ordinance 33-16 into law, which amended Planning Code Section 317 to require Conditional Use Authorization for the removal of any residential unit, whether authorized or unauthorized.

In January 2017, the Ellis Act eviction was completed, and the unit vacated. On January 19, 2017, the tenant filed a Notice of Interest in Renewed Accommodations with the Residential Rent Stabilization and Arbitration Board, which would give the tenant an opportunity to renew the tenancy should the residential unit be again offered for rent or lease.

Once vacated, the property owner entered into an agreement with the downstairs tenant (1807 Divisadero Street) to occupy the formerly residential second story space. This included converting the unauthorized dwelling unit without benefit of a Building Permit Application or Conditional Use Authorization.

On June 20, 2017, the property owner filed Building Permit Application No. 2017.06.20.9883 to legalize the removal of the illegal kitchen, and to remodel an existing unisex bathroom, in response to DBI Notice of Violation No. 201777332 and Planning Enforcement Case No. 2017-004069ENF. Due to Ordinance 33-16, this action required Conditional Use Authorization.

SURROUNDING PROPERTIES AND NEIGHBORHOOD

The area surrounding the project site is mixed-use in character, and also adjacent to a residential district. A variety of ground floor commercial establishments are located in both the NC-2 and NC-3 Zoning Districts along Divisadero Street, including restaurants, apparel stores, convenience stores, and other types of retail. Typically, there is a pattern of ground floor commercial uses, with residential uses above; however, the adjacent lot to the north of the subject property on Divisadero Street is currently occupied by a two-story gym use (dba YogaWorks). In close proximity to Divisadero Street are a variety of residential zoning districts, mostly zoned for low- and medium-density developments. One exception to this characterization is a large swath of an NC-3 Zoning District that runs along Geary Boulevard, three blocks to the south of the subject property.

ENVIRONMENTAL REVIEW

The denial of a Conditional Use Authorization is not defined as a “project” pursuant to CEQA Guidelines Sections 15050(c)(2) and 15378 because there is no corresponding action that would result in a physical change to the environment.

Should the Commission disapprove the Conditional Use Authorization, the property owner would be required to restore and legalize the unauthorized dwelling unit with a Building Permit Application. CEQA analysis would be conducted separately on that application.

Should the Commission indicate intent to approve the Conditional Use Authorization, the project will need to return at a later hearing date in order to provide the Commission with an approval motion and perform the required CEQA analysis for the project.

HEARING NOTIFICATION

TYPE	REQUIRED PERIOD	REQUIRED NOTICE DATE	ACTUAL NOTICE DATE	ACTUAL PERIOD
Classified News Ad	20 days	February 16, 2018	February 14, 2018	22 days
Posted Notice	20 days	February 16, 2018	February 16, 2018	20 days
Mailed Notice	20 days	February 16, 2018	February 16, 2018	20 days

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

PUBLIC COMMENT/COMMUNITY OUTREACH

- To date, the Department has received two comments from the public on this project, both from adjacent neighbors. One expressed opposition to the project, citing noise emanating from the

currently unpermitted gym use, while the second expressed support for the project, provided that proper noise control elements are put in place for the gym. Additionally, the Upper Divis Merchants Association expressed support for gym business.

ISSUES AND OTHER CONSIDERATIONS

- The floor plan submitted by the applicant does not appear to accurately depict the unauthorized unit's layout. The final tenant of the unit has submitted a sketched floor plan and photos to corroborate the floor plan. Both the applicant's floor plan and the final tenant's submission are included in this packet.

- Planning Code Section 317 sets forth additional criteria for the Planning Commission to consider when reviewing applications for the removal of unauthorized dwelling units, and when reviewing proposed residential conversions. A full discussion of these criteria can be found in the draft motion; a short summary is provided below:
 - The property owner seeks to legalize the removal of the unauthorized dwelling unit in order to restore the second story space to a retail use. While a retail use on the second floor is compatible within the District, residential uses are much more typical.
 - The unauthorized dwelling unit was not owner-occupied, and was the final tenant's residence from 2006 to 2017. Conversion of the unit from a residential to a non-residential use has resulted in the direct displacement of a tenant, and potentially the elimination of a unit subject to the Residential Rent Stabilization and Arbitration Ordinance.
 - The property owner has not provided the Planning Department with the estimated cost to legalize the dwelling unit. The average cost to legalize a dwelling unit is listed as \$58,000; if the cost to legalize exceeds that amount, the Planning Code would suggest that the cost to legalize is not reasonable. It should be noted that the cost to legalize would be affected by having to restore features of the unauthorized dwelling unit that have already been removed.
 - The property owner has not provided the Planning Department with appraisals of the property in its current unauthorized state and in a legalized condition. Such information is required in order to determine whether or not the legalization of the dwelling unit is financially feasible under the Planning Code. In order to be considered financially feasible, the cost to legalize the unit should not exceed the value gained on the property.
 - The unauthorized dwelling unit is not eligible for legalization under Planning Code Section 207.3 (Authorization of Dwelling Units Constructed Without a Permit in an Existing Building Zoned for Residential Use, Ordinance 43-14), as subsection (b)(2) prohibits the legalization of any unit where a "no-fault eviction" has occurred. An Ellis Act eviction is considered a no-fault eviction; therefore the unit is not eligible for legalization in this manner. However, the unit may still be restored as a fully code-compliant, principally permitted dwelling unit via Planning Code Section 711. This may increase the cost to the property owner, as units that are legalized under Planning Code Section 207.3 are afforded waivers from certain fees and code requirements that code-compliant, principally permitted dwelling units are not.

- Should the Planning Commission disapprove the Conditional Use Authorization, pursuant to Planning Code Section 317(g)(7), “the property owner shall file an application for a building permit to legalize the Unit.” The subject unit, to be legalized in that circumstance, would be required to comply with all Planning Code, as well as other City code, requirements.

- The Rent Stabilization and Arbitration Board has advised the Planning Department that, should the unauthorized dwelling unit be restored and legalized, it would not be considered a newly constructed rental unit, but the unit that existed prior to the conversion to commercial. It is unclear if unit would be subject to rent increase limitations as prescribed in the San Francisco Rent Ordinance, as the unit would be the sole residential unit on the property. At issue would be a legal determination on the date residential tenancy began. The exemption to the rent increase limitations would not apply if tenancy was commenced before January 1, 1996. The documentation submitted to the Planning Department suggests that the tenancy began no later than 1991. As such, it appears the unit would be subject to rent increase limitations (rent control) if legalized. Eviction controls would apply in either scenario.

- The final tenant has filed a “Notice of Interest in Renewed Accommodations.” Should the unit they resided in be returned to the rental market, the property owner must first offer tenancy to them. It is unclear at this time if such accommodations would need to be offered, as the Ellis Act does not specifically address whether a tenant’s re-rental rights would survive the conversion from residential to commercial, and back to residential.

REQUIRED COMMISSION ACTION

In order for the project to proceed, the Commission must grant Conditional Use Authorization pursuant to Planning Code Sections 303, 317, and 711 to allow the removal of an unauthorized dwelling unit at the second floor, and conversion of the space to a gym use, within the NC-2 Zoning District and a 40-X Height and Bulk District.

RECOMMENDATION: DISAPPROVAL

BASIS FOR RECOMMENDATION

- The project would result in the complete loss of a dwelling unit.
- While the proposed conversion would result in additional commercial space, which is consistent with the controls of the NC-2 Zoning District, residential uses are also permitted and more typical at the second story within the District. Considering the City’s housing needs, the loss of a residential unit subject to tenant protections is not consistent with several objectives and policies of the General Plan, nor is it necessary or desirable for the surrounding neighborhood.

Attachments:

Draft Motion
Block Book Map
Sanborn Map
Aerial Photographs

Public Correspondence

Project Sponsor Submittal, including:

- Application for Conditional Use Authorization
- Application for Dwelling Unit Removal
- Application Plans, submitted September 31, 2017

Submittal from Final Tenant, including:

- Floor Plan
- Photos of Unauthorized Unit
- November 1991 lease for “dance studio and living use” (Item No. 16)
- Letter regarding February 2005 lease forbidding use “as a residence” (Item No. 7)
- March 2006 lease forbidding “residential living” (Item No. 13)
- Notices of Interest in Renewed Accommodations, dated January 19, 2017

Notice of Public Hearing

Attachment Checklist

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

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

MD
Planner's Initials

MD: M:\Planning Production\ID2\A4A7DACD-B0DC-4322-BD29-F6F07103C6E0\0\975000-975999\975604\1\1\Executive Summary (ID 975604).docx



SAN FRANCISCO PLANNING DEPARTMENT

Subject to: (Select only if applicable)

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

HEARING DATE: MARCH 8, 2018

Date: February 26, 2018
Case No.: 2017-008121CUA
Project Address: 1805 Divisadero Street
Zoning: NC-2 (Neighborhood Commercial District, Small-Scale)
 40-X Height and Bulk District
Block/Lot: 1049/058
Property Owner: Representative: Stuart Schmidt
 Schmidt Legacy Properties, LLC
 983 University Avenue, 104C
 Los Gatos, CA 95032
Staff Contact: Matt Dito – (415) 575-9164
matthew.dito@sfgov.org

ADOPTING FINDINGS RELATING TO THE DISAPPROVAL OF CONDITIONAL USE AUTHORIZATION PURSUANT TO SECTIONS 303, 317, AND 711 OF THE PLANNING CODE TO ALLOW THE REMOVAL OF AN UNAUTHORIZED DWELLING UNIT AT THE SECOND STORY, AND CONVERSION OF THE SPACE TO A SEPARATE COMMERCIAL USE ABOVE AN EXISTING GROUND FLOOR RETAIL USE.

PREAMBLE

In August 2014, Lindsay Gauthier, former tenant (hereinafter “tenant”) of the unauthorized dwelling unit at 1805 Divisadero Street, filed a request for Block Book Notification (BBN) with the Planning Department (hereinafter “Department”). The request was to be notified of all building permit applications reviewed by the Department for the subject property, Lot 058 in Assessor’s Block 1049.

On October 31, 2014, Michael Stewart filed Building Permit Application 2014.10.31.0448 on behalf of Schmidt Legacy Properties, LLC (hereinafter “property owner”), to remove an illegal kitchen at the subject property. The permit was erroneously issued on October 31, 2014 without Department review. As the scope of work included the de-facto removal of an unauthorized dwelling unit, the permit required Department review; such review would have allow the tenant to review and file a Discretionary Review request on the building permit, if desired. On November 5, 2014, Michael Stewart was notified that the building permit was issued in error, and, in-lieu of the Department requesting revocation, requested that

the Department of Building Inspection (hereinafter "DBI") cancel the building permit. On November 17, 2014, the building permit was officially cancelled by DBI.

On November 21, 2014, the property owner filed a Notice to Tenant of Owner's Filing of Notice of Intent to Withdraw Rental Units under the Ellis Act (hereinafter "Ellis Act"), a form of eviction classified as "no-fault" under Administrative Code Section 37.9, allowing the property owner to withdraw the unit from the residential lease and rental market.

On March 11, 2016, the Mayor signed Ordinance 33-16 into law, which amended Planning Code Section 317 to require Conditional Use Authorization for the removal of any residential unit, whether authorized or unauthorized.

In January 2017, the Ellis Act eviction was completed, and the unit vacated. On January 19, 2017, the tenant filed a Notice of Interest in Renewed Accommodations with the Residential Rent Stabilization and Arbitration Board, which would give the tenant an opportunity to renew the tenancy should the residential unit be again offered for rent or lease.

Following the tenant vacating the unit, the property owner converted the unauthorized dwelling unit to a retail use without a building permit or Department authorization. On June 20, 2017, the property owner filed Building Permit Application No. 2017.06.20.9883 to legalize the removal of the illegal kitchen, and to remodel an existing unisex bathroom, in response to DBI Notice of Violation No. 201777332 and Planning Enforcement Case No. 2017-004069ENF. Due to Ordinance 33-16, this action required Conditional Use Authorization.

On September 13, 2017, the property owner filed an application with the Department for Conditional Use Authorization under Planning Code Sections 303, 317, and 711 to legalize the removal of an unauthorized dwelling unit on the second story, and conversion of the space to a gym use within the NC-2 Zoning District and a 40-X Height and Bulk District.

On March 8, 2018, the San Francisco Planning Commission (hereinafter "Commission") conducted a duly noticed public hearing at a regularly scheduled meeting on Conditional Use Application No. 2017-008121CUA.

The denial of a Conditional Use Authorization is not defined as a "project" pursuant to CEQA Guidelines Sections 15050(c)(2) and 15378 because there is no corresponding action that would result in a physical change in the environment.

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

MOVED, that the Commission hereby disapproves the Conditional Use requested in Application No. 2017-008121CUA, for the proposed removal of an unauthorized dwelling unit at the second story, and conversion of the space to a separate commercial floor area above an existing ground floor use, 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 project is located on the west side of Divisadero Street, between Pine and Bush Streets, Block 1049, Lot 058. The subject property is located within the NC-2 (Neighborhood Commercial, Small-Scale) Zoning District and a 40-X Height and Bulk District. The property is developed as a two-story building, originally authorized as commercial on both stories. The second floor was subsequently converted to a four-bedroom unauthorized dwelling unit, while the ground floor remained authorized for Retail Sales and Service use. Each floor of the building is approximately 2,100 square feet.

The subject unauthorized dwelling unit was last occupied in January 2017, when it was vacated via an Ellis Act¹ eviction. Prior to the eviction, the space was used, per the tenant, as a “dance studio art space with an integrated dwelling unit.” Since the eviction, the unauthorized dwelling unit has undergone an unpermitted conversion back to a Retail Sales and Service use as a gym. The space is occupied by Core40, which had occupied the ground floor retail space (1807 Divisadero Street) prior to the eviction of the unauthorized dwelling unit’s tenant. Following the eviction, Core40 relocated to the second story space. The ground floor is currently unused, though the property owner has a lease with Cycle Vibe, LLC, another gym use.

3. **Surrounding Properties and Neighborhood.** The area surrounding the project site is mixed-use in character, and also adjacent to a residential district. A variety of ground floor commercial establishments are located in both the NC-2 and NC-3 Zoning Districts along Divisadero Street, including restaurants, apparel stores, convenience stores, and other types of retail. Typically, there is a pattern of ground floor commercial uses, with residential uses above; however, the adjacent lot to the north of the subject property on Divisadero Street is currently occupied by a two-story gym use (dba YogaWorks). In close proximity to Divisadero Street are a variety of residential zoning districts, mostly zoned for low- and medium-density developments. One exception to this characterization is a large swath of an NC-3 Zoning District that runs along Geary Boulevard, three blocks to the south of the subject property.
4. **Project Description.** The property owner, also the project applicant, proposes the removal an unauthorized dwelling unit at the second floor and conversion of the space into Retail Sales and Service space. Specifically, the project proposes to convert the space to a Gym use. This request, along with the associated Building Permit Application (No. 2017.06.20.9883), to removal the unauthorized dwelling unit represents the property owner’s effort to abate Planning Enforcement Case No. 2017-004069ENF and Department of Building Inspection Complaint No. 20177332.

¹ California Government Code Sections 7060 allows landlords to “go out of business” by removing all residential units on a property from the rental market for a minimum of five years, thereby evicting any existing tenants. This is commonly known as an “Ellis Act” Eviction.

5. **Public Comment.** To date, the Department has received two comments from the public on this project, both from adjacent neighbors. One expressed opposition to the project, citing noise emanating from the currently unpermitted gym use, while the second expressed support for the project, provided that proper noise control elements are put in place for the gym. Additionally, the Upper Divis Merchants Association expressed support for gym business.
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. **Removal of Unauthorized Units.** Planning Code Section 317(g)(6) sets forth criteria for the Planning Commission to consider when reviewing applications for the removal of Unauthorized Units.

- i. Whether the Unauthorized Unit is eligible for legalization under Section 207.3 of this Code.

The subject Unauthorized Unit is not eligible for legalization under Section 207.3. Pursuant to subsection (b)(2), the Department shall not approve an application for legalization if any tenant has been evicted from the unit pursuant to Administrative Code Sections 37.9(a)(9) through (a)(14) where the tenant was serviced with the notice of eviction after March 13, 2014 if the notice was served within ten (10) years prior to filing the application for legalization. An Ellis Act eviction falls under section (a)(10) of Administrative Code Section 37.9, and the eviction notice was served on November 21, 2014; therefore, the Unauthorized Unit is not eligible for legalization under Section 207.3 of the Planning Code. The Unauthorized Unit is eligible to be legalized as a code-conforming dwelling unit, pursuant to Planning Code Section 711, as the NC-2 Zoning District permits residential uses by right, and the subject property is currently under the maximum allowable density.

- ii. Whether the costs to legalize the Unauthorized Unit or Units under the Planning, Building, and other applicable Codes is reasonable based on how such cost compares to the average cost of legalization per unit derived from the cost of projects on the Planning Department's Master List of Additional Dwelling Units Approved required by Section 207.3(k) of this Code.

The property owner has not provided the Planning Department with the estimated cost to legalize the dwelling unit. The average cost to legalize a dwelling unit is listed as \$58,000; if the cost to legalize exceeds that amount, the Planning Code would suggest that the cost to legalize is not reasonable. It should be noted that the cost to legalize would be affected by having to restore features of the unauthorized dwelling unit that have already been removed.

- iii. Whether it is financially feasible to legalize the Unauthorized Unit or Units. Such determination will be based on the costs to legalize the Unauthorized Unit(s) under the Planning, Building, and other applicable Codes in comparison to the added value that legalizing said Units would provide to the subject property. The gain in the value of the subject property shall be based on the current value of the property with the

Unauthorized Unit(s) compared to the value of the property if the Unauthorized Unit(s) is/are legalized. The calculation of the gain in value shall be conducted and approved by a California licensed property appraiser. Legalization would be deemed financially feasible if gain in the value of the subject property is equal to or greater than the cost to legalize the Unauthorized Unit.

The property owner has not provided the Planning Department with appraisals of the property in its current unauthorized state and in a legalized condition. Such information is required in order to determine whether or not the legalization of the dwelling unit is financially feasible under the Planning Code. In order to be considered financially feasible, the cost to legalize the unit should not exceed the value gained on the property.

- iv. If no City funds are available to assist the property owner with the cost of legalization, whether the cost would constitute a financial hardship.

The property owner has not indicated whether the cost to legalize would constitute a financial hardship.

B. Residential Conversion. Planning Code Section 317(g)(3) sets forth criteria for the Planning Commission to consider when reviewing applications for Residential Conversion.

- i. Whether conversion of the unit would eliminate only owner occupied housing, and if so, for how long the unit(s) proposed to be removed were owner occupied.

The Unauthorized Unit proposed for conversion is not owner occupied. The most recent tenant occupied the unit from 2006 to January 2017.

- ii. Whether Residential Conversion would provide desirable new Non- Residential Use(s) appropriate for the neighborhood and adjoining district(s).

The proposed conversion will result in a second commercial space being restored to the subject property. The space is currently occupied without authorization by a gym use (d.b.a. Core40). This use and use size are compatible with the NC-2 Zoning District controls. The additional floor of commercial space is desirable to the property owner and business, which formerly occupied the ground floor commercial space. However, the loss of the Unauthorized Unit would not be desirable in consideration of the City's housing goals.

- iii. In districts where Residential Uses are not permitted, whether Residential Conversion will bring the building closer into conformance with the Uses permitted in the zoning district.

Residential uses are permitted within the NC-2 Zoning District, including on the second story. Conversion to a commercial use, or legalization of the residential unit, would have no effect on the building's conformance with the uses permitted in the District.

- iv. Whether conversion of the unit(s) will be detrimental to the City's housing stock.

The conversion of the Unauthorized Unit will be detrimental to the City's housing stock. The City is currently experiencing a housing and affordability crisis. The Unauthorized Unit in question was subject to the Rent Stabilization and Arbitration Ordinance prior to its unpermitted removal.

- v. Whether conversion of the unit(s) is necessary to eliminate design, functional, or habitability deficiencies that cannot otherwise be corrected.

It is unlikely that the legalization of the Unauthorized Unit would have included correcting any deficiencies that were not possible or feasible, as there was an identifiable path to legalization. The impact the unpermitted conversion to commercial space has on the ability to restore a residential use to the property is unclear, as the owners have not submitted any documentation to that effect.

- vi. Whether the Residential Conversion will remove Affordable Housing, or units subject to the Residential Rent Stabilization and Arbitration Ordinance.

It is unclear if the Residential Conversion would remove a unit subject to the Residential Rent Stabilization and Arbitration Ordinance, as the Rent Stabilization and Arbitration Board has advised the Department that the unit may be exempt from the rent increase limitations as prescribed in the San Francisco Rent Ordinance, as the unit would be the sole residential unit on the property. The exemption would not apply if tenancy was commenced before January 1, 1996. The documentation submitted to the Planning Department suggests that the tenancy began no later than 1991. As such, it appears the unit would be subject to rent increase limitations (rent control) if legalized. Eviction controls would apply in either scenario.

- C. **Use Size.** Planning Code Sections 121.2 and 711 state that Conditional Use Authorization is required for non-residential uses greater than 3,999 square feet within the NC-2 Zoning District.

If approved, the conversion of the Unauthorized Unit to a retail use would total approximately 2,100 square feet; therefore, the proposed use size is principally permitted within the District.

- D. **Floor Area Ratio.** Planning Code Sections 124 and 711 set forth a Floor Area Ratio not to exceed 2.5 to 1 within the NC-2 Zoning District.

After the proposed conversion, the subject property would total approximately 4,500 square feet of commercial uses. With a lot area of 2,500 square feet, the proposed FAR is approximately 1.8.

- E. **Retail use.** Planning Code Section 711 states that Retail Sales and Services uses located at the first and second story are principally permitted within the NC-2 Zoning District.

Gyms, a subcategory of the Retail Sales and Service land use, are principally permitted on the second story within the NC-2 Zoning District.

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

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

The proposed conversion from residential to commercial space would result in a use at a size and intensity that is compatible with the neighborhood and consistent with the stated purposes of the NC-2 zoning controls.

However, the proposed conversion would also result in the elimination of a residential dwelling unit which has some form of tenancy controls. The elimination of this unit of housing is neither necessary nor desirable when considering the City's current housing and affordability crisis, especially in contrast to the availability of vacant storefronts throughout the City that permit retail uses.

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

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

The proposed project would not alter the exterior building envelope, and would therefore have no affect on the proposed site, structures in the vicinity, or neighborhood.

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 Planning Code does not require parking for a 2,100 square foot retail use in the NC-2 Zoning District. The proposed use is designed to meet the needs of the immediate neighborhood and should not generate significant amounts of vehicular trips from the immediate neighborhood or citywide.

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

The proposed project would not result in any noxious or offensive emissions such as noise, glare, dust and odor.

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

The proposed project would not require any additional treatments related to landscaping, screening, open spaces, parking and loading areas, service areas, lighting or signs.

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

The Project complies with all relevant requirements and standards of the Planning Code; however, it is not consistent with objectives and policies of the General Plan as detailed below.

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

The proposed project is consistent with the stated purposes of NC-2 Zoning District, in that the intended commercial use is permitted at the second story and will provide a compatible service to the immediately surrounding neighborhoods during daytime hours. However, as described elsewhere in this motion, the proposed project also results in the elimination of a viable housing unit. Housing uses are also compatible within the NC-2 Zoning District, with such uses being encouraged above the ground story.

8. **General Plan Compliance.** The Project is, on balance, not consistent with the following Objectives and Policies of the General Plan:

HOUSING

Objectives and Policies

OBJECTIVE 2:

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

Policy 2.1:

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

Policy 2.4:

Promote improvements and continued maintenance to existing units to ensure long term habitation and safety.

OBJECTIVE 3:

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

Policy 3.1:

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

The proposed project and conversion of a residential dwelling unit to a non-residential use will not retain existing housing units, nor will it protect the affordability of the existing housing stock. The removal of the subject unauthorized unit would result in a net decrease of one unit to the City's overall housing stock. While legalization of the unit would require that certain scopes of work be performed in order to comply with all relevant City codes, the pathway to legalization is feasible. Required improvements would help ensure long term habitation and safety. Conversely, the proposed project would result in the elimination of a rental unit.

NEIGHBORHOOD COMMERCE

Objectives and Policies

OBJECTIVE 6:

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

Policy 6.3:

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

In the case of the proposed project, the need for additional commercial space in the District has not been clearly established, whereas the need to preserve housing may be presumed in light of the citywide shortage of such housing; whereas the proposed expansion of commercial activity is compatible throughout the District on both the ground and second story, with vacant storefronts more readily available throughout the District and citywide.

9. **Planning Code Section 101.1(b)** establishes eight priority-planning policies and requires review of permits for consistency with said policies. On balance, the project does not comply with said policies in that:

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

The proposed project would facilitate the expansion of commercial square footage, and provide a new neighborhood-serving retail use, helping to preserve and enhance future employment opportunities for the neighborhood. However, the elimination of a dwelling unit would also result in a net loss of neighborhood residents, and therefore potential customers for neighborhood businesses more broadly.

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

The proposed project would eliminate one existing housing unit that currently has some tenant protections.

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

The proposed project would eliminate one existing housing unit that currently has some tenant protections.

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

The proposed project would have no effect on commuter traffic or neighborhood parking.

- E. That a diverse economic base be maintained by protecting our industrial and service sectors from displacement due to commercial office development, and that future opportunities for resident employment and ownership in these sectors be enhanced.

The Project will not displace any service or industry establishment. The project will not affect industrial or service sector uses or related employment opportunities. Ownership of industrial or service sector businesses will not be affected by this project. Denial of the Conditional Use Authorization and retention of the existing housing unit would also not result in the displacement of any industry or service establishment.

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

The Project is designed and will be constructed to conform to the structural and seismic safety requirements of the City Building Code. However, the denial of the Conditional Use Authorization, and subsequent legalization of the existing housing unit, would also result in greater preparedness to protect against injury in that the unit would be required to comply with all relevant City codes, including structural requirements.

- G. That landmarks and historic buildings be preserved.

A landmark or historic building does not occupy the Project site.

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

The project will have no negative impact on existing parks and open spaces.

10. The Project is inconsistent with and would not promote the general and specific purposes of the Code provided under Section 101.1(b) in that, as designed, the Project would not contribute to the character and stability of the neighborhood and would not constitute a beneficial development.
11. The Commission hereby finds that approval of the Conditional Use authorization would not 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 **DISAPPROVES Conditional Use Application No. 2017-008121CUA.**

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. XXXXX. 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 March 8, 2018.

Jonas P. Ionin
Commission Secretary

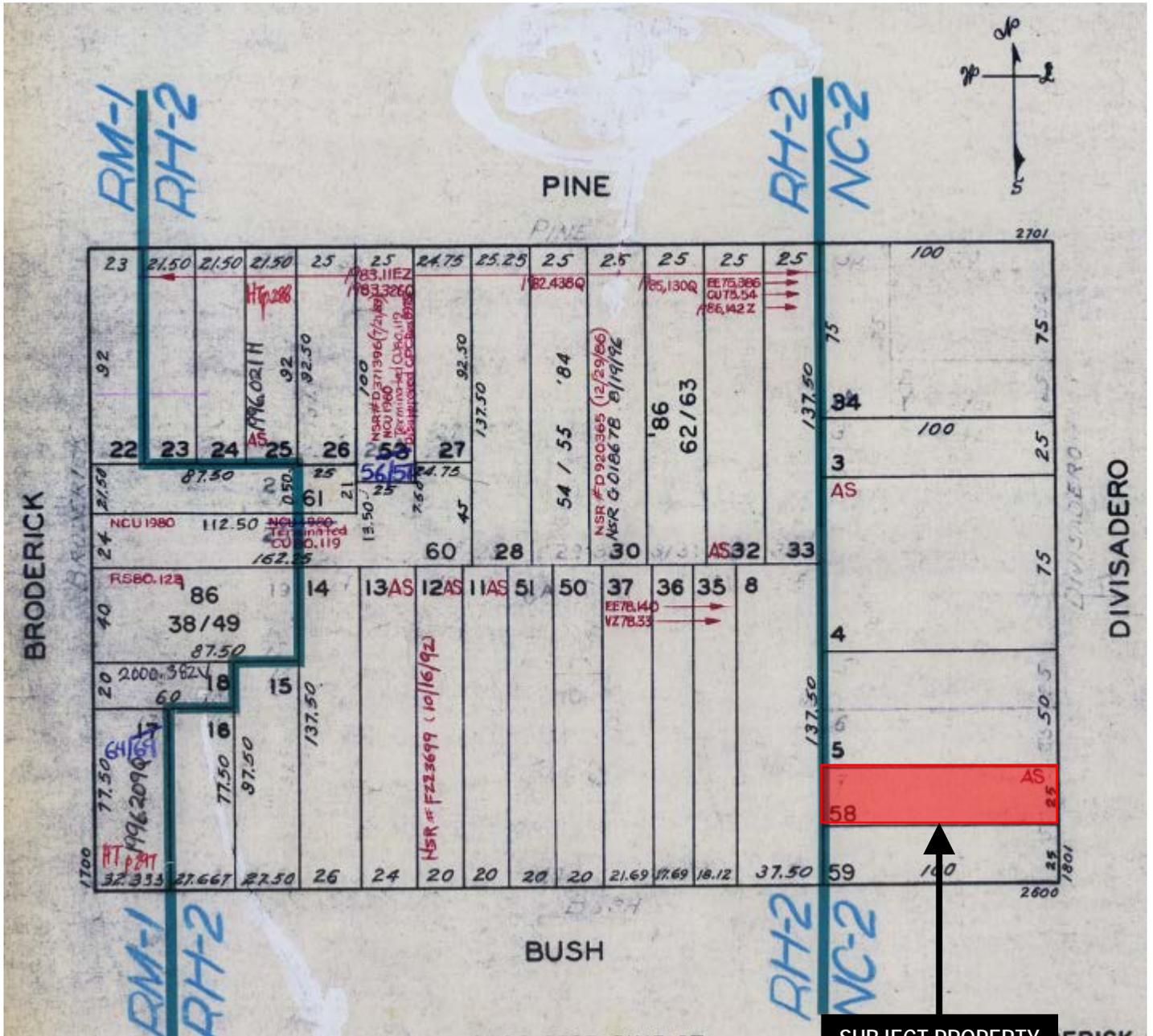
AYES:

NAYS:

ABSENT:

ADOPTED: March 8, 2018

Parcel Map

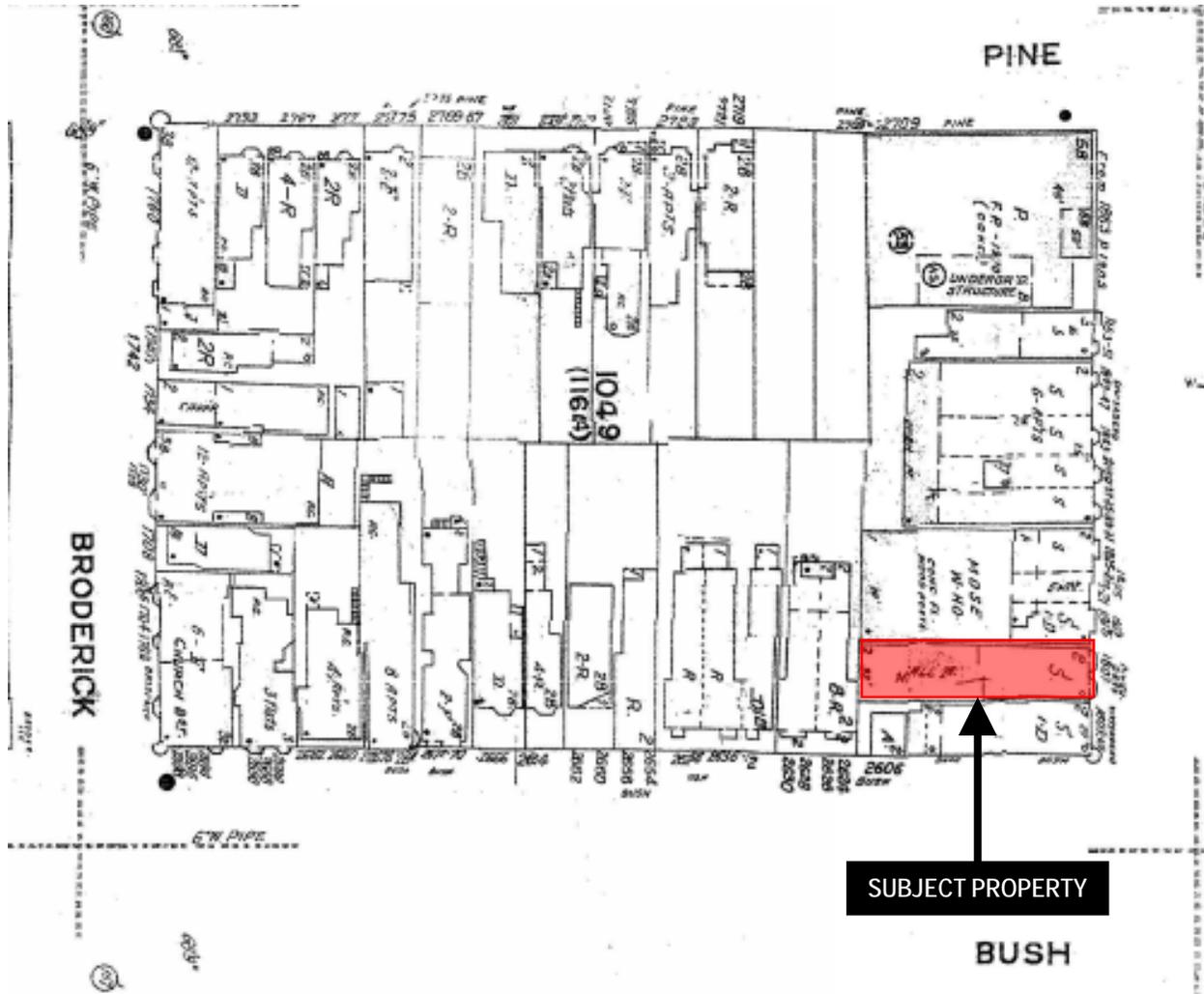


SUBJECT PROPERTY

Conditional Use Authorization Hearing
 Case Number 2017-008121CUA
 March 8, 2018
 1805 Divisadero Street



Sanborn Map*



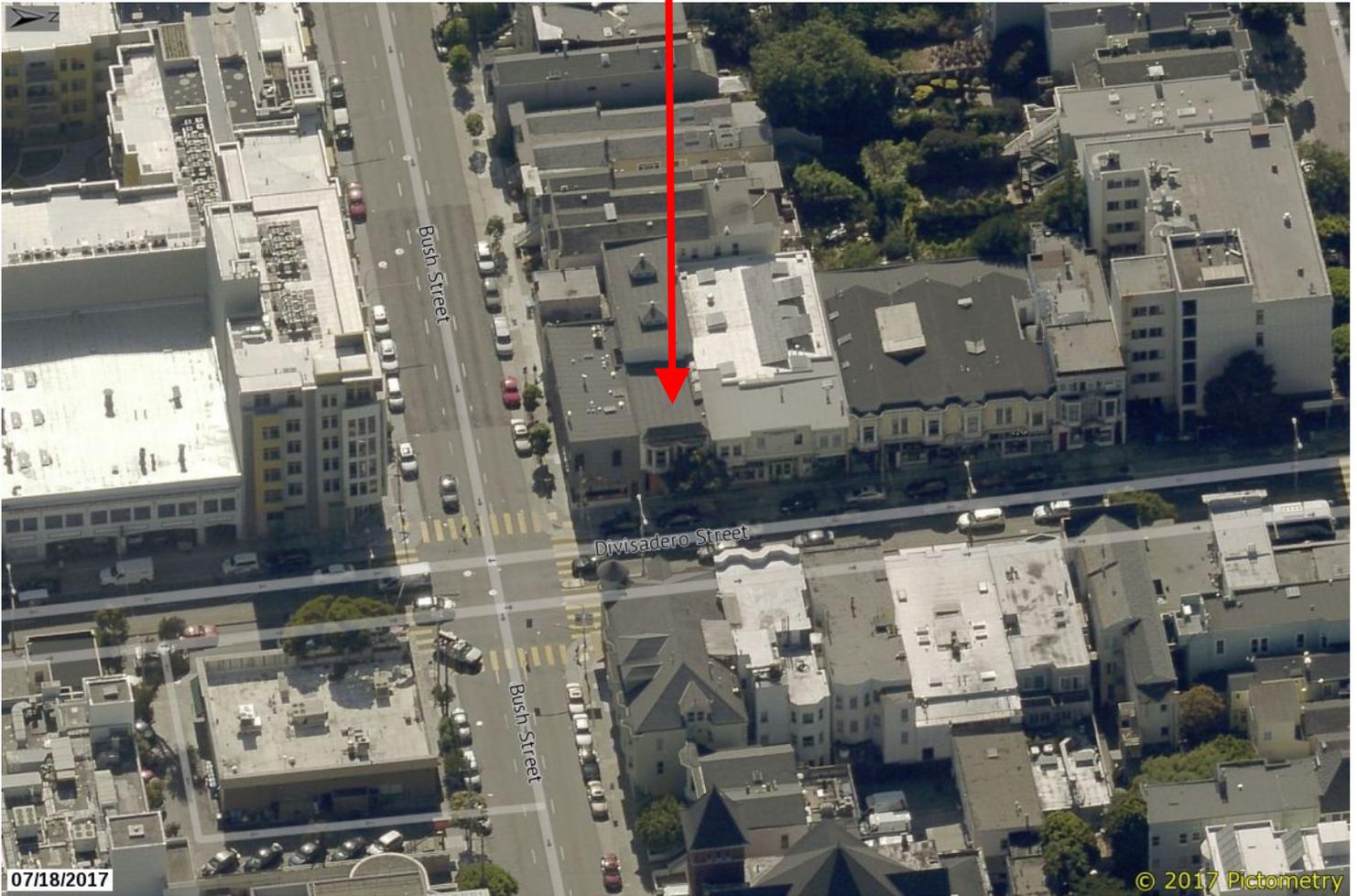
*The Sanborn Maps in San Francisco have not been updated since 1998, and this map may not accurately reflect existing conditions.



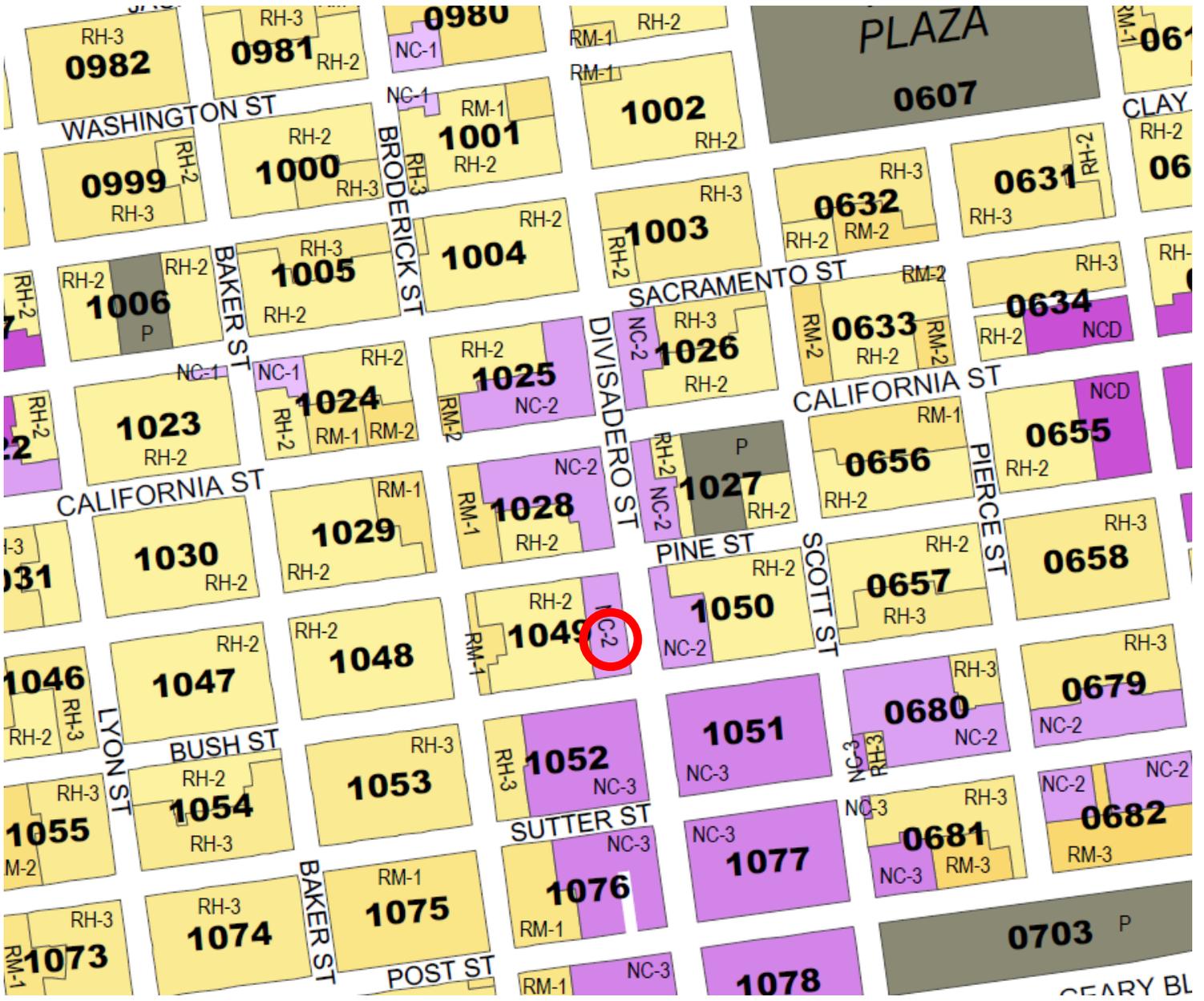
Conditional Use Authorization Hearing
Case Number 2017-008121CUA
March 8, 2018
1805 Divisadero Street

Aerial Photo

SUBJECT PROPERTY



Zoning Map



Conditional Use Authorization Hearing
Case Number 2017-008121CUA
March 8, 2018
1805 Divisadero Street

Site Photo



Conditional Use Authorization Hearing
Case Number 2017-008121CUA
March 8, 2018
1805 Divisadero Street

ATTACHMENT "B"

August 3, 2017

Representing:

Upper Divis Merchants Association

To Whom it May Concern:

The Upper Divis Merchants include 70+ businesses in the 94115 area, dedicated to the beautification and anchoring of the neighborhood as a thriving community until itself. We support the residents as they support our businesses.

We are writing to confirm support of CORE40 Studios in their need to complete their conditional use authorization. CORE40 Studios have been an active and productive part of the Lower Pac Heights neighborhood since 2015. Employing 13 staff members who live in the immediate area and serving thousands of residents, they have not only provided a service highly needed in the area but jobs as well. They partner with other local businesses and have been active with the Upper Divis Merchants Association, working as a team for the betterment of the community.

We look forward to many years of partnership and success for CORE40 as do it's many happy clients in the neighborhood.

Best regards,

A handwritten signature in black ink, appearing to be 'Tim Hayman', with a long, sweeping underline.

Tim Hayman

President, Upper Divis Merchants Association

Owner, Scopo Divino

Dito, Matthew (CPC)

From: Stuart Rosenberg <smdzr@aol.com>
Sent: Monday, February 26, 2018 12:47 PM
To: Dito, Matthew (CPC); robin.cerf@gmail.com
Subject: Change of use 1805 Divisadero.

It should be noted for the record that the first floor space of 1805 Divisadero was rented to a pilates studio that played loud music above the acceptable decibel limits in the San Francisco noise ordinance. Subsequently the downstairs was empty and replaced by a spin class with very loud music in the upstairs unit which is applying for change of use.. My property next door at 1823 Divisadero is leased to a yoga studio which demands quiet. This loud music interfered with their ability to operate their business. After alerting the landlord (Stuart Schmidt) of 1805 Divisadero was responsive and they have soundproofed not only on their side of the building but our side as well. It is considerably better . I approve of the change of use but would like language that any tenant would need to not exceed noise limits within city code which would allow my tenant to continue their business operation Stuart Rosenberg

Filed under protest

CASE NUMBER:
For Staff Use only

APPLICATION FOR Conditional Use Authorization

1. Owner/Applicant Information

PROPERTY OWNER'S NAME: Schmidt Legacy Properties, LLC	
PROPERTY OWNER'S ADDRESS: 983 University Ave., 104C Los Gatos, CA 95032	TELEPHONE: (408) 356-3000
	EMAIL: sschmidt@smwb.com

APPLICANT'S NAME: <div style="text-align: right;">Same as Above <input checked="" type="checkbox"/></div>	
APPLICANT'S ADDRESS: 	TELEPHONE: ()
	EMAIL:

CONTACT FOR PROJECT INFORMATION: <div style="text-align: right;">Same as Above <input checked="" type="checkbox"/></div>	
ADDRESS: 	TELEPHONE: ()
	EMAIL:

COMMUNITY LIAISON FOR PROJECT (PLEASE REPORT CHANGES TO THE ZONING ADMINISTRATOR): <div style="text-align: right;">Same as Above <input checked="" type="checkbox"/></div>	
ADDRESS: 	TELEPHONE: ()
	EMAIL:

2. Location and Classification

STREET ADDRESS OF PROJECT: 1805 Divisadero Street	ZIP CODE: 94115
CROSS STREETS: Bush Street	

ASSESSORS BLOCK/LOT:	LOT DIMENSIONS:	LOT AREA (SQ. FT):	ZONING DISTRICT:	HEIGHT/BULK DISTRICT:
1049 / 058	100' x 25'	2,500	NC-2	40-X

3. Project Description

(Please check all that apply) <input checked="" type="checkbox"/> Change of Use <input type="checkbox"/> Change of Hours <input type="checkbox"/> New Construction <input type="checkbox"/> Alterations <input type="checkbox"/> Demolition <input type="checkbox"/> Other Please clarify:	ADDITIONS TO BUILDING: <input type="checkbox"/> Rear <input type="checkbox"/> Front <input type="checkbox"/> Height <input type="checkbox"/> Side Yard	PRESENT OR PREVIOUS USE: Dance studio with prior unauthorized residential use	
		PROPOSED USE: Pilates-type fitness studio	
		BUILDING APPLICATION PERMIT NO.: 201706209883	DATE FILED: 6/20/17

4. Project Summary Table

If you are not sure of the eventual size of the project, provide the maximum estimates.

	EXISTING USES:	EXISTING USES TO BE RETAINED:	NET NEW CONSTRUCTION AND/OR ADDITION:	PROJECT TOTALS:
PROJECT FEATURES				
Dwelling Units	See below	See below		See below
Hotel Rooms	0	0		0 (no change)
Parking Spaces	0	0		0 (no change)
Loading Spaces	0	0		0 (no change)
Number of Buildings	1	1		1 (no change)
Height of Building(s)	Approx. 24'	Approx. 24'		(no change)
Number of Stories	2	2		2 (no change)
Bicycle Spaces	0	0		0 (no change)
GROSS SQUARE FOOTAGE (GSF)				
Residential	See below	See below		See below
Retail	0	0		0 (no change)
Office	0	0		0 (no change)
Industrial/PDR <i>Production, Distribution, & Repair</i>	0	0		0 (no change)
Parking	0	0		0 (no change)
Other (Specify Use)	See below	See below		2,250
TOTAL GSF	2,250	2,250	0	2,250

Please describe any additional project features that are not included in this table:
 (Attach a separate sheet if more space is needed)

The subject property is a two-story, two-unit commercial building. A former commercial tenant claims to have allowed its manager to establish an illegal residential use during a lease dispute (approx. 400 sq. ft. + 1,850 sq. ft. dance studio) and filed a complaint. The purported residential fixtures were removed in conjunction with the business vacating in January 2017, and Gov't Code § 7060 et seq. was used to legally confirm that any purported residential use was abated. This application is submitted to document the upstairs unit's lawful commercial use as a neighborhood-serving pilates-type fitness studio.

5. Action(s) Requested (Include Planning Code Section which authorizes action)

Conditional Use authorization to convert purported unauthorized residential use to a pilates-type fitness studio pursuant to SFPC § 317(g)(3).

Conditional Use Findings

Pursuant to Planning Code Section 303(c), before approving a conditional use authorization, the Planning Commission needs to find that the facts presented are such to establish the findings stated below. In the space below and on separate paper, if necessary, please present facts sufficient to establish each finding.

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

Please see Attachment A, Conditional Use Findings.

Priority General Plan Policies Findings

Proposition M was adopted by the voters on November 4, 1986. It requires that the City shall find that proposed projects and demolitions are consistent with eight priority policies set forth in Section 101.1 of the City Planning Code. These eight policies are listed below. Please state how the project is consistent or inconsistent with each policy. Each statement should refer to specific circumstances or conditions applicable to the property. Each policy must have a response. IF A GIVEN POLICY DOES NOT APPLY TO YOUR PROJECT, EXPLAIN WHY IT DOES NOT.

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

The proposed use will not displace any neighborhood-serving retail. As a neighborhood-serving pilates-type fitness studio, it will contribute to neighborhood-serving retail by drawing local customers to nearby retail businesses. The studio employs 13 individuals who live in the neighborhood. The studio, its employees, and its customers patronize the local retail businesses, including the nearby hardware store, flower shop, and restaurants. There are no similar fitness studios in the area.

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

It appears the prior commercial tenant's manager created an unauthorized residential use as a negotiating tactic during a lease dispute. The unauthorized residential use was legally terminated after the business vacated, pursuant to state law. The subject property is a commercial building, and the pilates studio is a small business that contributes to the neighborhood's vitality and economic diversity.

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

Any unauthorized residential use by the prior commercial tenant was legally terminated. The purported residential space was not "affordable housing."

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

The pilates-type fitness studio employs approximately 13 individuals who live in the area, causing no significant commuter traffic.

CASE NUMBER:
For Staff Use only

- 5. That a diverse economic base be maintained by protecting our industrial and service sectors from displacement due to commercial office development, and that future opportunities for resident employment and ownership in these sectors be enhanced;

~~The proposed use will contribute to the City's service sector, creating opportunities for employment and small-business ownership. The business employs 13 individuals, who live in the neighborhood.~~

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

~~The proposed use will have no impact on earthquake safety.~~

- 7. That landmarks and historic buildings be preserved; and

~~No alternations or changes to the building's exterior are proposed. The proposed use will contribute to the vitality and upkeep of the building.~~

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

~~No alternations or changes of the exterior envelope are proposed. There will be no impact on parks or open space.~~

Estimated Construction Costs

TYPE OF APPLICATION: Conditional Use	
OCCUPANCY CLASSIFICATION: B	
BUILDING TYPE: 5-B	
TOTAL GROSS SQUARE FEET OF CONSTRUCTION: Approx. 400	BY PROPOSED USES: Pilates-type fitness studio
ESTIMATED CONSTRUCTION COST: \$15,000	
ESTIMATE PREPARED BY: Architect	
FEE ESTABLISHED:	

Applicant's Affidavit

Under penalty of perjury the following declarations are made:

- a: The undersigned is the owner or authorized agent of the owner of this property.
- b: The information presented is true and correct to the best of my knowledge.
- c: The other information or applications may be required.

Signature: _____



Date: _____

9.13.17

Print name, and indicate whether owner, or authorized agent:

Stuart G. Schmidt, authorized agent

Owner / Authorized Agent (circle one)

CASE NUMBER:
For Staff Use only

Application Submittal Checklist

Applications listed below submitted to the Planning Department must be accompanied by this checklist and all required materials. The checklist is to be completed and **signed by the applicant or authorized agent and a department staff person.**

APPLICATION MATERIALS	CHECKLIST
Application, with all blanks completed	<input type="checkbox"/>
300-foot radius map, if applicable	<input type="checkbox"/>
Address labels (original), if applicable	<input type="checkbox"/>
Address labels (copy of the above), if applicable	<input type="checkbox"/>
Site Plan	<input type="checkbox"/>
Floor Plan	<input type="checkbox"/>
Elevations	<input type="checkbox"/>
Section 303 Requirements	<input type="checkbox"/>
Prop. M Findings	<input type="checkbox"/>
Historic photographs (if possible), and current photographs	<input type="checkbox"/>
Check payable to Planning Dept.	<input type="checkbox"/>
Original Application signed by owner or agent	<input type="checkbox"/>
Letter of authorization for agent	<input type="checkbox"/>
Other: Section Plan, Detail drawings (ie. windows, door entries, trim), Specifications (for cleaning, repair, etc.) and/or Product cut sheets for new elements (ie. windows, doors)	<input type="checkbox"/>

NOTES:

- Required Material. Write "N/A" if you believe the item is not applicable, (e.g. letter of authorization is not required if application is signed by property owner.)
- Typically would not apply. Nevertheless, in a specific case, staff may require the item.
- Two sets of original labels and one copy of addresses of adjacent property owners and owners of property across street.

After your case is assigned to a planner, you will be contacted and asked to provide an electronic version of this application including associated photos and drawings.

Some applications will require additional materials not listed above. The above checklist does not include material needed for Planning review of a building permit. The "Application Packet" for Building Permit Applications lists those materials.

No application will be accepted by the Department unless the appropriate column on this form is completed. Receipt of this checklist, the accompanying application, and required materials by the Department serves to open a Planning file for the proposed project. After the file is established it will be assigned to a planner. At that time, the planner assigned will review the application to determine whether it is complete or whether additional information is required in order for the Department to make a decision on the proposal.

For Department Use Only

Application received by Planning Department:

By: _____

Date: _____



**SAN FRANCISCO
PLANNING
DEPARTMENT**

FOR MORE INFORMATION:
Call or visit the San Francisco Planning Department

Central Reception
1650 Mission Street, Suite 400
San Francisco CA 94103-2479

TEL: **415.558.6378**
FAX: **415 558-6409**
WEB: **<http://www.sfplanning.org>**

Planning Information Center (PIC)
1660 Mission Street, First Floor
San Francisco CA 94103-2479

TEL: **415.558.6377**
*Planning staff are available by phone and at the PIC counter.
No appointment is necessary.*

Attachment "A"

Conditional Use Findings

1. The subject unit is a small, neighborhood-serving pilates-type fitness studio, named Core40. It is a similar use to the dance studio which previously occupied the space, and it has been a successful addition to the neighborhood. The requested 400-square-foot expansion (into a space that was purportedly used as an unauthorized living area by a previous commercial tenant) will strengthen this small business. It will allow more classes and improved facilities for its primarily local clientele. The space allows neighbors to exercise together and socialize, which strengthens the neighborhood character.
2. The proposed use will not be detrimental to the health, safety, convenience or general welfare of persons residing or working in the vicinity. To the contrary, the purpose of the use (pilates-type fitness studio) is to improve residents' health and welfare.
 - a. The building's size, shape, and overall configuration will not change.
 - b. There will be no significant change in traffic patterns or parking/loading. The subject property is located in a transit-rich area (Divisadero at Bush), served by multiple bus lines. Many of Core40's customers live within walking distance.
 - c. There will be no noxious or offensive emissions. The space will contain adequate soundproofing.
 - d. No change is anticipated in landscaping, screening, open spaces, parking and loading areas, service areas, lighting, or signs.
 - e. Core40 employs 13 individuals who reside in the neighborhood.
 - f. Core40 is a member of and has support of the Upper Divisadero Merchant Association. See letter of support from the Upper Divisadero Merchant Association, dated August 3, 2017, which is attached hereto as Attachment "B."
3. The proposed use will comply with the applicable provisions of the Planning Code and will not adversely affect the Master Plan. A pilates type fitness studio is a principally permitted use pursuant to SFPC § 317(g)(3).

Filed under protest.

APPLICATION FOR Dwelling Unit Removal Merger, Conversion, or Demolition

1. Owner/Applicant Information

PROPERTY OWNER'S NAME: Schmidt Legacy Properties, LLC	
PROPERTY OWNER'S ADDRESS: 983 University Ave., 104C Los Gatos, CA 95032	TELEPHONE: (408) 356-3000 EMAIL: sschmidt@smwb.com

APPLICANT'S NAME: Same as Above <input checked="" type="checkbox"/>	
APPLICANT'S ADDRESS:	TELEPHONE: () EMAIL:

CONTACT FOR PROJECT INFORMATION: Same as Above <input checked="" type="checkbox"/>	
ADDRESS:	TELEPHONE: () EMAIL:

COMMUNITY LIAISON FOR PROJECT (PLEASE REPORT CHANGES TO THE ZONING ADMINISTRATOR): Same as Above <input checked="" type="checkbox"/>	
ADDRESS:	TELEPHONE: () EMAIL:

2. Location and Classification

STREET ADDRESS OF PROJECT: 1805 Divisadero Street	ZIP CODE: 94115
CROSS STREETS: Bush Street	

ASSESSORS BLOCK/LOT: 1049 / 058	LOT DIMENSIONS: 100' x 25'	LOT AREA (SQ FT): 2,500	ZONING DISTRICT: NC-2	HEIGHT/BULK DISTRICT: 40-X
------------------------------------	-------------------------------	----------------------------	--------------------------	-------------------------------

3. Project Type and History

(Please check all that apply) <input type="checkbox"/> New Construction <input checked="" type="checkbox"/> Alterations <input type="checkbox"/> Demolition <input type="checkbox"/> Other Please clarify: _____	ADDITIONS TO BUILDING: <input type="checkbox"/> Rear <input type="checkbox"/> Front <input type="checkbox"/> Height <input type="checkbox"/> Side Yard	BUILDING PERMIT NUMBER(S): 201706209883	DATE FILED: 6/20/17	
		DATE OF PROPERTY PURCHASE: (MM/DD/YYYY)		
		ELLIS ACT Was the building subject to the Ellis Act within the last decade?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>

4. Project Summary Table

If you are not sure of the eventual size of the project, provide the maximum estimates.

	EXISTING USES:	EXISTING USES TO BE RETAINED:	NET NEW CONSTRUCTION AND/OR ADDITION:	PROJECT TOTALS:
PROJECT FEATURES				
Dwelling Units	See below	See below		See below
Hotel Rooms	0	0		0 (no change)
Parking Spaces	0	0		0 (no change)
Loading Spaces	0	0		0 (no change)
Number of Buildings	1	1		1 (no change)
Height of Building(s)	Approx. 24'	Approx. 24'		(no change)
Number of Stories	2	2		2 (no change)
Bicycle Spaces	0	0		0 (no change)
GROSS SQUARE FOOTAGE (GSF)				
Residential	See below	See below		See below
Retail	0	0		0 (no change)
Office	0	0		0 (no change)
Industrial/PDR <i>Production, Distribution, & Repair</i>	0	0		0 (no change)
Parking	0	0		0 (no change)
Other (Specify Use)	See below	See below		2,250
TOTAL GSF	2,250	2,250	0	2,250

5. Additional Project Details

UNITS	EXISTING:	PROPOSED:	NET CHANGE:
Owner-occupied Units:	See below		
Rental Units:			
Total Units:			
Units subject to Rent Control:			
Vacant Units:			

BEDROOMS	EXISTING:	PROPOSED:	NET CHANGE:
Owner-occupied Bedrooms:	See below		
Rental Bedrooms:			
Total Bedrooms:			
Bedrooms subject to Rent Control:			

6. Unit Specific Information

	UNIT NO.	NO. OF BEDROOMS	GSF	OCCUPANCY	ADDITIONAL CRITERIA (check all that apply)
EXISTING				<input type="checkbox"/> OWNER OCCUPIED <input type="checkbox"/> RENTAL	<input checked="" type="checkbox"/> ELLIS ACT <input type="checkbox"/> VACANT <input type="checkbox"/> RENT CONTROL
PROPOSED				<input type="checkbox"/> OWNER OCCUPIED <input type="checkbox"/> RENTAL	
EXISTING				<input type="checkbox"/> OWNER OCCUPIED <input type="checkbox"/> RENTAL	<input type="checkbox"/> ELLIS ACT <input type="checkbox"/> VACANT <input type="checkbox"/> RENT CONTROL
PROPOSED				<input type="checkbox"/> OWNER OCCUPIED <input type="checkbox"/> RENTAL	
EXISTING				<input type="checkbox"/> OWNER OCCUPIED <input type="checkbox"/> RENTAL	<input type="checkbox"/> ELLIS ACT <input type="checkbox"/> VACANT <input type="checkbox"/> RENT CONTROL
PROPOSED				<input type="checkbox"/> OWNER OCCUPIED <input type="checkbox"/> RENTAL	

7. Other Information

Please describe any additional project features that were not included in the above tables:
 (Attach a separate sheet if more space is needed)

The subject property is a two-story, two-unit commercial building. A former commercial tenant claims to have allowed its manager to establish an illegal residential use during a lease dispute (approx. 400 sq. ft. + 1,850 sq. ft. dance studio) and filed a complaint. The purported residential fixtures were removed in conjunction with the business vacating in January 2017, and Gov't Code § 7060 et seq. was used to legally confirm that any purported residential use was abated. This application is submitted to document the upstairs unit's lawful commercial use as a neighborhood-serving pilates-type fitness studio.

Priority General Plan Policies – Planning Code Section 101.1

(APPLICABLE TO ALL PROJECTS)

Proposition M was adopted by the voters on November 4, 1986. It requires that the City shall find that proposed alterations and demolitions are consistent with eight priority policies set forth in Section 101.1 of the Planning Code. These eight policies are listed below. Please state how the Project is consistent or inconsistent with each policy. Each statement should refer to specific circumstances or conditions applicable to the property. Each policy must have a response. If a given policy does not apply to your project, explain why it is not applicable.

Please respond to each policy; if it's not applicable explain why:
<p>1. That existing neighborhood-serving retail uses be preserved and enhanced and future opportunities for resident employment in and ownership of such businesses enhanced;</p> <p>The proposed use will not displace any neighborhood-serving retail. As a neighborhood-serving pilates-type fitness studio, it will contribute to neighborhood-serving retail by drawing local customers to nearby retail businesses. The studio employs 13 individuals who live in the neighborhood. The studio, its employees, and its customers patronize the local retail businesses, including the nearby hardware store, flower shop, and restaurants. There are no similar fitness studios in the area.</p>
<p>2. That existing housing and neighborhood character be conserved and protected in order to preserve the cultural and economic diversity of our neighborhoods;</p> <p>It appears the prior commercial tenant's manager created an unauthorized residential use as a negotiating tactic during a lease dispute. The unauthorized residential use was legally terminated after the business vacated, pursuant to state law. The subject property is a commercial building, and the pilates studio is a small business that contributes to the neighborhood's vitality and economic diversity.</p>
<p>3. That the City's supply of affordable housing be preserved and enhanced;</p> <p>Any unauthorized residential use by the prior commercial tenant was legally terminated. The purported residential space was not "affordable housing."</p>
<p>4. That commuter traffic not impede Muni transit service or overburden our streets or neighborhood parking;</p> <p>The pilates-type fitness studio employs approximately 13 individuals who live in the area, causing no significant commuter traffic.</p>

Please respond to each policy; if it's not applicable explain why:

5. That a diverse economic base be maintained by protecting our industrial and service sectors from displacement due to commercial office development, and that future opportunities for resident employment and ownership in these sectors be enhanced;

The proposed use will contribute to the City's service sector, creating opportunities for employment and small-business ownership. The business employs 13 individuals, who live in the neighborhood.

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

The proposed use will have no impact on earthquake safety.

7. That landmarks and historic buildings be preserved; and

No alternations or changes to the building's exterior are proposed. The proposed use will contribute to the vitality and upkeep of the building.

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

No alternations or changes of the exterior envelope are proposed. There will be no impact on parks or open space.

This page intentionally left blank.

Dwelling Unit Conversion

(SUPPLEMENTAL INFORMATION)

Pursuant to Planning Code Section 317(f), the Conversion of residential dwelling-units not otherwise subject to a Conditional Use Authorization shall be subject to a Mandatory Discretionary Review.

In reviewing proposals for the Conversion of residential dwelling-units to other forms of occupancy, the Planning Commission will review the criteria below.

Please answer the following questions to determine how the project does or does not meet the Planning Code requirements:

DWELLING UNIT CONVERSION CRITERIA:		YES	NO
1	Will the conversion of the unit(s) eliminate only owner occupied housing? If yes, for how long has the unit(s) proposed for removal been owner-occupied? _____ months or years (circle one)	<input type="checkbox"/>	<input type="checkbox"/>
2	Will the conversion of the unit(s) provide desirable new non-residential use(s) appropriate for the neighborhood and adjoining district(s)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3	Is the property located in a district where Residential Uses are not permitted? If yes, will the Residential Conversion bring the building closer into conformance with the uses permitted in the zoning district? <input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	Will the conversion of the unit(s) be detrimental to the City's housing stock?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5	Is the conversion of the unit(s) necessary to eliminate design, functional, or habitability deficiencies that cannot otherwise be corrected?	<input type="checkbox"/>	<input type="checkbox"/>
6	Will the Residential Conversion remove Affordable Housing, or unit(s) subject to the Rent Stabilization and Arbitration Ordinance?	<input type="checkbox"/>	<input type="checkbox"/>

Applicant's Affidavit

Under penalty of perjury the following declarations are made:

- a: The undersigned is the owner or authorized agent of the owner of this property.
- b: The information presented is true and correct to the best of my knowledge.
- c: Other information or applications may be required.

Signature:  _____

Date: Sep 13, 2017

Print name, and indicate whether owner, or authorized agent:

Stuart Schmidt

Owner / Authorized Agent (circle one)

Dwelling Unit **Conversion** Application Submittal Checklist

(FOR PLANNING DEPARTMENT USE ONLY)

Applications submitted to the Planning Department must be accompanied by this checklist and all required materials.

APPLICATION MATERIALS	CHECKLIST
Original Application, signed with all blanks completed	<input type="checkbox"/>
Prop. M Findings (General Plan Policy Findings)	<input type="checkbox"/>
Supplemental Information Pages for Dwelling Unit Conversion	<input type="checkbox"/>
Notification Materials Package: (See Page 4)	<input type="checkbox"/> *
Notification map	<input type="checkbox"/> *
Address labels	<input type="checkbox"/> *
Address list (printed list of all mailing data or copy of labels)	<input type="checkbox"/> *
Affidavit of Notification Materials Preparation	<input type="checkbox"/> *
Set of plans: One set full size AND one reduced size 11"x17"	<input type="checkbox"/>
Site Plan (existing and proposed)	<input type="checkbox"/>
Floor Plans (existing and proposed)	<input type="checkbox"/>
Elevations (including adjacent structures)	<input checked="" type="checkbox"/>
Current photographs	<input type="checkbox"/>
Historic photographs (if possible)	<input checked="" type="checkbox"/>
Check payable to Planning Dept. (see current fee schedule)	<input type="checkbox"/>
Letter of authorization for agent (if applicable)	<input type="checkbox"/>
Pre-Application Materials (if applicable)	<input type="checkbox"/>
Other: Section Plan, Detail drawings (ie. windows, door entries, trim), Specifications (for cleaning, repair, etc.) and/or Product cut sheets for new elements (ie. windows, doors)	<input checked="" type="checkbox"/>

NOTES:

- Required Material. Write "N/A" if you believe the item is not applicable, (e.g. letter of authorization is not required if application is signed by property owner.)
- Typically would not apply. Nevertheless, in a specific case, staff may require the item.
- * Required upon request upon hearing scheduling.

Some applications will require additional materials not listed above. The above checklist does not include material needed for Planning review of a building permit. The "Application Packet" for Building Permit Applications lists those materials.

No application will be accepted by the Department unless the appropriate column on this form is completed. Receipt of this checklist, the accompanying application, and required materials by the Department serves to open a Planning file for the proposed project. After the file is established it will be assigned to a planner. At that time, the planner assigned will review the application to determine whether it is complete or whether additional information is required in order for the Department to make a decision on the proposal.

For Department Use Only

Application received by Planning Department:

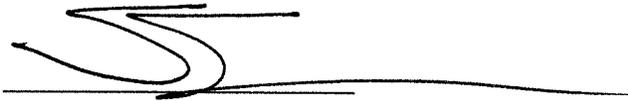
By: _____

Date: _____

September 13, 2017

We hereby authorize Ryan J. Patterson, Esq. to file a conditional use application on our behalf for 1805 Divisadero.

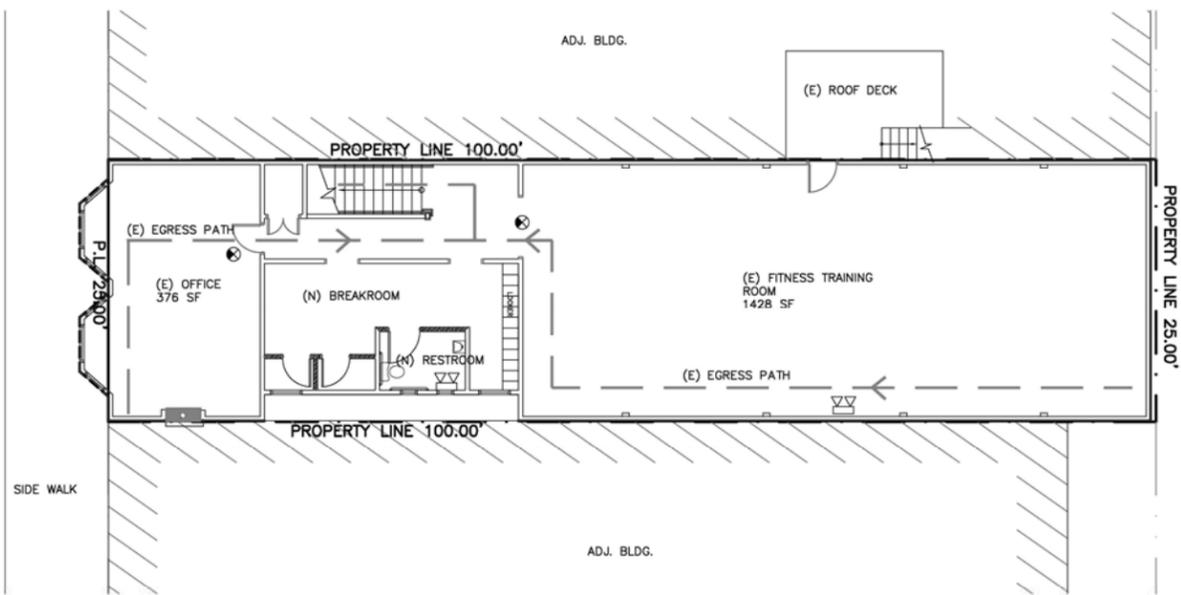
SCHMIDT LEGACY PARTNERS, LLC

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

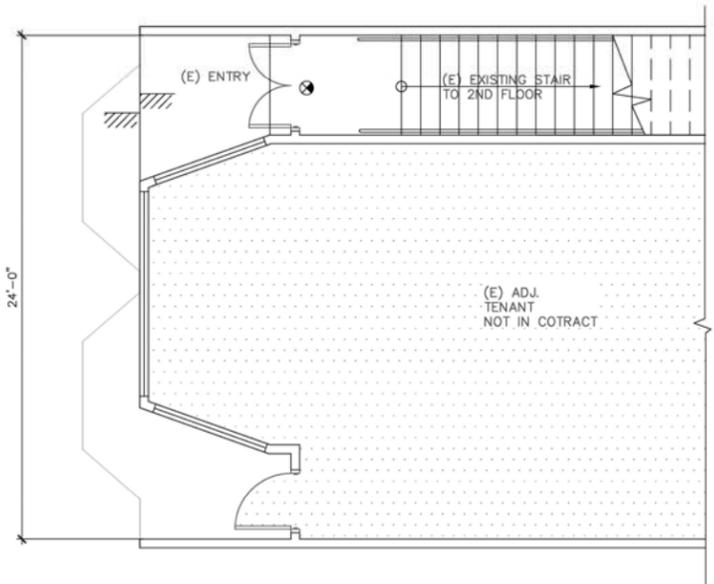
By: Stuart Schmidt

Its: Authorized signatory

DIVISADERO ST. (82'.60" WIDE)



I-SITE PLAN



2-EXISTING FIRST FLOOR, (E) FRONT ENTRY FOR 2ND LOOR

- LEGEND**
- WALL OR CEILING MTD. EMERGENCY LIGHTING UNIT W/90 MINTUES BATTERY BACK UP PER 2016 CBC 1006.4 & 1008 MEANS OF EGRESS ILLUMINATION, SEE ELECTRICAL DRAWINGS/E2
 - WALL/CEILING MOUNTED COMBINATION EXIT SIGN AND EMERGENCY LIGHTING, SINGLE FACE, PER 2016 CBC 1006.4 & 1008 MEANS OF EGRESS ILLUMINATION. SEE ELECTRICAL DRAWINGS/E2

Form C: DISABLED ACCESS 20% RULE

This form is only required for projects equal to or under the valuation threshold when box "C" is checked off on the D.A. Checklist and is for providing an itemized list of the estimated costs for the expenditures used for disabled access upgrades for this project. Reproduce this form along with the D.A. Checklist and any required form(s) on the plans.

Based on CBC Section 11B-202.4 Exception 8, only projects with a construction cost less than or equal to the valuation threshold (current ENR Construction Cost Index Amount) are eligible for the 20% rule. In choosing which accessible elements to provide, priority should be as listed on p. 2 of the D.A. Checklist.

In general, projects valued over the threshold are not eligible for the 20% rule (see CBC 11B-202.4 Exceptions 1 through 8 for other exceptions).

CBC Section 11B-202.4, Exception 9 (abbreviated): In alteration projects involving buildings & facilities previously approved & built without elevators, areas above & below the ground floor are subject to the 20% disproportionality provisions described in Exception 8, even if the value of the project exceeds the valuation threshold in Exception 8. Refer to the Code for the types of buildings & facilities that qualifies for this 20% disproportionality provisions when project valuation is over the threshold.

	Contractor's Estimated Cost	DBI Revised Cost
A) Cost of Construction: (Excluding Alterations to the Path of Travel as required by 11B-202.4)	\$15,000.00	\$
B) 20% of A):	\$3,000.00	\$

List the Upgrade Expenditures and their respective construction cost below:

Item	Estimated Cost	DBI Revised Cost
1. ADA RESTROOM	\$8,000.00	\$
2.	\$	\$
3.	\$	\$
4.	\$	\$
5.	\$	\$
6.	\$	\$
7.	\$	\$
8.	\$	\$
9.	\$	\$

Total Upgrade Expenditures <small>Should be approximately equal to, but not to exceed, Line B</small>	\$8,000.00	\$
---	------------	----

GENERAL NOTES

- ALL DESIGN AND CONSTRUCTION SHALL CONFORM TO ALL FEDERAL, STATE, CITY AND COUNTY CODES AND ORDANCES. ANY WORK FOUND IN THESE DRAWINGS NOT IN FORMANCE WITH ANY APPLICABLE CODES SHALL BE BROUGHT TO THE ATTENTION OF THE DESIGNER PRIOR TO COMMENCEMENT OF ANY RELATED WORK.
- ALL WORK SHALL CONFORM TO APPLICABLE LOCAL CODES:
2016 SAN FRANCISCO BUILDING CODE
2016 CALIFORNIA PLUMBING CODE W/ S.F. AMENDMENTS
2016 CALIFORNIA ELECTRICAL CODE W/ S.F. AMENDMENTS
2016 CALIFORNIA MECHANICAL CODE W/ S.F. AMENDMENTS
2016 SAN FRANCISCO HOUSING CODE
2016 CALIFORNIA FIRE CODE (CFR)
2016 CALIFORNIA ENERGY CODE (CEC/T-24) W/ S.F. AMENDMENTS
2016 CALIFORNIA GREEN BUILDING CODE W/ S.F. AMENDMENTS
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SATISFACTORY COMPLETION OF ALL WORK IN ACCORDANCE WITH THE PROJECT PLANS AND SPECIFICATIONS.
- CONTRACTOR SHALL VERIFY ALL DIMENSIONS, ELEVATIONS AND CONDITIONS.
- ANY DEVIATION CAUSED BY THE FIELD CONDITIONS, OR ANY CONDITIONS DIFFERENT FROM THOSE INDICATED ON PLANS SHALL BE BROUGHT TO THE ATTENTION OF XIE. ANY DISCREPANCY NOT REPORTED TO XIE WILL ABSOLVE XIE FROM ANY LIABILITY.
- TYPICAL DETAILS SHALL APPLY WHERE NO SPECIFIC DETAILS OR SECTIONS ARE PROVIDED.
- DO NOT SCALE THESE DRAWINGS. DIMENSIONS SHOWN ON PLANS OR DETAILS SHALL TAKE PRECEDENCE OVER SCALES SHOWN. ALL INTERIOR DIMENSIONS ARE MEASURED TO FINISHED SURFACES AND ALL EXTERIOR DIMENSIONS ARE TO EXTERIOR SHEATHING, U.N.O.
- PLUMBING, HVAC AND ELECTRICAL ARE UNDER A SEPARATE PERMIT
- PROPERTY LINES LOCATION ON SITE PLAN ARE FOR REFERENCE ONLY, AND SHALL VERIFY BY LIC. SURVEYOR ONLY.
- DURING ALL PHASE OF WORK, DO NOT DISTURB THE ADJACENT NEIGHBORS.
- THE PRECISE DIMENSIONS AND LOCATIONS OF ALL DOORS AND WINDOWS OPENINGS SHALL BE DETERMINED FROM ARCHITECTURAL PLANS AND DETAILS
- "TYP" SHOULD MEAN THAT THE CONDITION IS REPRESENTATIVE FOR SIMILAR CONDITION, THROUGHOUT.
- CONTRACTOR SHALL PROVIDE TEMPORARY SANITARY FACILITIES AS REQUIRED BY GOVERNING LAWS AND REGULATIONS. CONTRACTOR SHALL PROVIDE TEMPORARY POWER AND LIGHTING SERVICES FOR THE DURATION OF CONSTRUCTION.
- CONTRACTOR SHALL GUARANTEE MATERIAL, EQUIPMENT AND WORKMANSHIP FOR A PERIOD OF ONE YEAR FROM THE DATE OF OCCUPANCY.
- THIS IS A STANDARD PERMIT SET DRAWINGS, FINISHES, SPECIFICATIONS, SHOP DRAWINGS, AND DETAILS BY OTHERS

LOCATION MAP



SCOPE OF WORK

REMODEL OF TENANT SUITE INCLUDING DEMOLITION & CONSTRUCTION.
-COMPLY TO NOV#201777332, REMOVE EXISTING ILLEGAL KITCHEN AND REMODEL EXISTING UNISEX RESTROOM

PROPERTY DATA

OWNER/TENANT:	SHMIDT LEGACY
ADDRESS:	1805 DIVISADERO ST. SAN FRANCISCO, CA 94115
BLOCK:	1049/058
ZONING:	NC-2
CONSTRUCTION TYPE:	V-B
YEAR BUILT:	1903
LOT AREA:	±2,500 sq ft
BUILDING SQ. FT.:	±4,508 sq ft

DEFERRED SUBMITTAL

- SIGN DRAWINGS FOR BUILDING EXTERIOR SHALL BE UNDER A SEPARATE PERMIT
- MECHANICAL, ELECTRICAL AND PLUMBING WORK UNDER SEPARATE PERMIT

SHEET INDEX

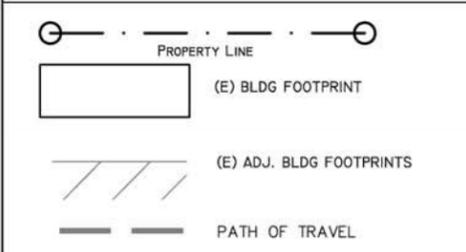
A1.0	SITE PLAN AND NOTES
A1.1	ADA FORMS/DLS
A2.0	(E) FLOOR PLANS
A2.1	PROPOSED FLOOR PLANS

PLUMBING FIXTURE COUNT

USE/AREA	FLR AREA	FACTOR	OCCUPANT LOAD
TRAINING ROOM	1428	200	7
OFFICE	376	200	2
OTHER	290	200	1
TOTAL OCCUPANT LOAD			10

PER 2016 CPC, CHAPTER 4/SECTION 422.2, EXCEPTION 3. IN BUSINESS LESS THAN 50 TOTAL OCCUPANTS, ONE ALL GENDER RESTROOM IS COMPLY/PERMITTED

LEGEND



OCCUPANT LOAD CALCULATION

NUMBER OF FLOORS (TENANT SPACE) 1 FLOOR

PROPOSED USE: FITNESS B (TRAINING FACILITY)
CURRENT USE: FITNESS B (TRAINING FACILITY)

SQUARE FOOTAGE:
The Total square footage of the BASE BUILDING is _____ Gross Sq. Ft.

The Total square footage of the TENANT IMPROVEMENT is 1031 Sq. Ft.

OCCUPANT LOADS:
The OCCUPANT LOAD of the proposed tenant improvement is 30 based upon the following breakdown, as listed in TABLE 10A (SFBC):

USE	SQUARE FT	FACTOR	LOAD
GYM	1428	50	28
OFFICE	376	100	4
OTHER	290	100	3
TOTAL	2094		35

Based upon the above OCCUPANT LOAD BREAKDOWN the following number of EXITS are required: 1

PROJECT:
COMMERICAL TENANT IMPROVEMENT

FOR
SHMIDT LEGACY PROPERTIES, LLC

XIE ASSOCIATES
Architectural Design & Planning
501 CRESCENT WAY #512
SAN FRANCISCO, CA 94134
Tel: (415) 692-3047
Fax: (415) 696-0542
Email: bill@xiearchdesign.com

1805 DIVISADERO ST SAN FRANCISCO, CALIFORNIA

DRAWN BY: LI HONG
CHECKED BY:
DATE: 08/15/17
LICENSED ARCHITECT
XIE XING GUAN
No. C-32963
07/31/2019
RENEWAL DATE

SHEET TITLE
SITE PLAN

A1.0

D.A. CHECKLIST (p. 1 of 2): The address of the project is : 1805 DIVISADERO ST

For ALL tenant improvement projects in commercial use spaces, both pages of this checklist are required to be reproduced on the plan set and signed.

- The proposed use of the project is FITNESS (e.g. Retail, Office, Restaurant, etc.)
- Describe the area of remodel, including which floor: 2ND FLOOR
- The construction cost of this project excluding disabled access upgrades to the path of travel is \$ 15,000.00, which is ; (check one) more than / less than the Accessibility Threshold amount of \$150,244.00 based on the "2017 ENR Construction Cost Index" (The cost index & threshold are updated annually).

4. Is this a City project and/or does it receive any form of public funding? Check one: Yes / No Note: If Yes, then see Step 3 on the Instructions page of the Disabled Access Upgrade Compliance. Checklist package for additional forms required.

Conditions below must be fully documented by accompanying drawings

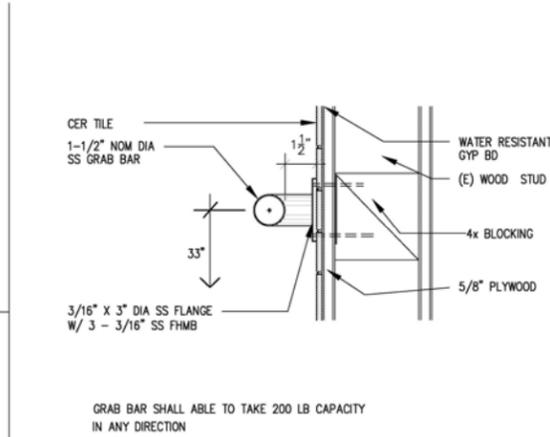
5. Read A through D below carefully and check the most applicable boxes. Check one box only:

- A: All existing conditions serving the area of remodel fully comply with access requirements. No further upgrades are required: Fill out page 2 of D.A. Checklist?
- B: Project Adjusted cost of construction is greater than the current valuation threshold: Fill out and attach page 2 of D.A. Checklist and any other required forms to plans
- C: Project adjusted cost of construction is less than or equal to the current valuation threshold: Fill out page 2 of D.A. Checklist and attach Form C to plans
- D: Proposed project consists entirely of Barrier removal: Fill out and attach Barrier removal form to Plans
- E: Proposed project is minor revision to previously approved permit drawings only. (Note: This shall NOT be used for new or additional work) Provide previously approved permit application here: _____ Description of revision: _____

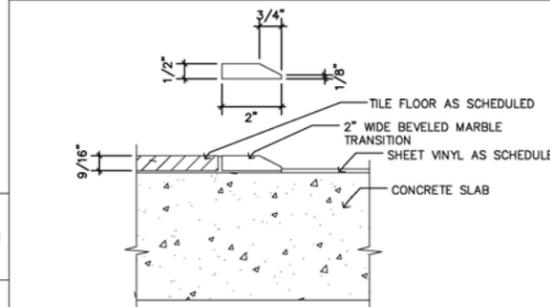
D.A. CHECKLIST (P. 2 of 2)

NOTE: UPGRADES BELOW ARE LISTED IN PRIORITY BASED ON CBC-11B-202.1, EXCEPTION B	EXISTING FULLY COMPLYING	WILL BE UP-GRADE TO FULL COMPLIANCE	EQUIVALENT FACILITATION WILL PROVIDE FULL ACCESS	COMPLIANCE IS TECHNICALLY INFEASIBLE	APPROVED IN COMPLIANCE W/ IMMEDIATELY PRECEDING CODE	NOT REQUIRED BY CODE (AND/OR NON EXISTING)	NON-COMPLIANT REQUEST URH MUST BE RAIFIED BY AAC	DRAWING LOCATION & NOTES
1. ONE ACCESSIBLE ENTRANCE INCLUDING: APPROACH WALK, VERTICAL ACCESS, PLATFORM (LANDING), DOOR/GATE AND HARDWARE FOR DOOR/GATE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	A1.0
2. AN ACCESSIBLE ROUTE TO THE AREA OF REMODEL INCLUDING:								
PARKING/ACCESS AISELES AND CURB RAMPS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
CURB RAMPS AND WALKS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
CORRIDORS, HALLWAYS, FLOORS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
RAMPS ELEVATORS, LIFTS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
C. AT LEAST ONE ACCESSIBLE RESTROOM FOR EACH SEX OR SINGLE UNISEX RESTROOMS SERVING THE AREA OF REMODEL.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A2.1
D. ACCESSIBLE PUBLIC PAY PHONE.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
E. ACCESSIBLE DRINKING FOUNTAINS (HI-LOW).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
F. ADDITIONAL ACCESSIBLE ELEMENTS SUCH AS PARKING, STAIRWAYS, STORAGE, ALARMS AND SIGNAGE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
SEE THE REQUIREMENTS FOR ADDITIONAL FORMS LISTED BELOW	1.	2.	3.	4.	5.	6.	7.	

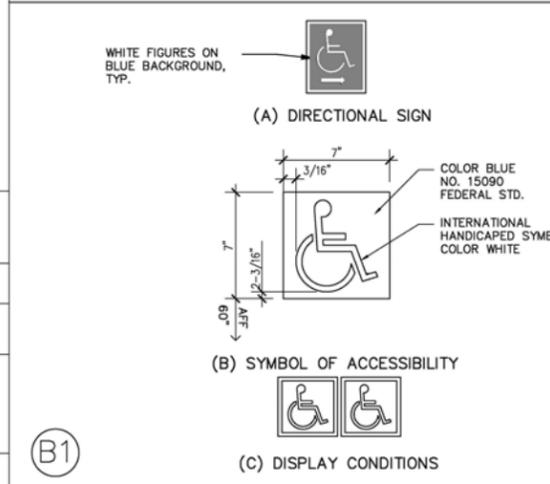
- No additional forms required
- No additional forms required
- Fill out Request for Approval of Equivalent Facilitation form for each item checked and attach to plan.
- Fill out Request for Approval of Technical Infeasibility form for each item checked and attach to plans.
- Provide details from a set of City approved reference drawings, provide its permit application number here: _____ and list reference drawing number on plans.
- No additional forms required
- Fill out Request for an Unreasonable Hardship form for each item checked and attach to plan. All UHR must be ratified by the Access Appeals Commission (see UHR form for details)



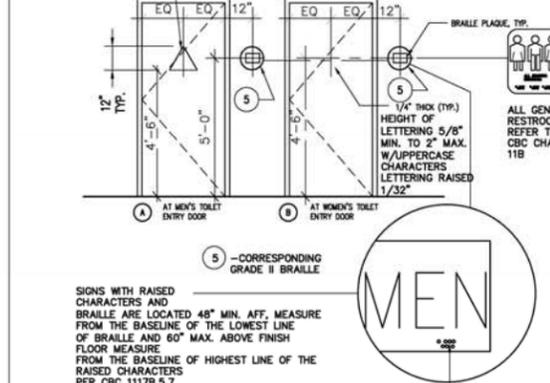
D1 TYP. GRAB BAR ATTACHMENT
N.T.S.



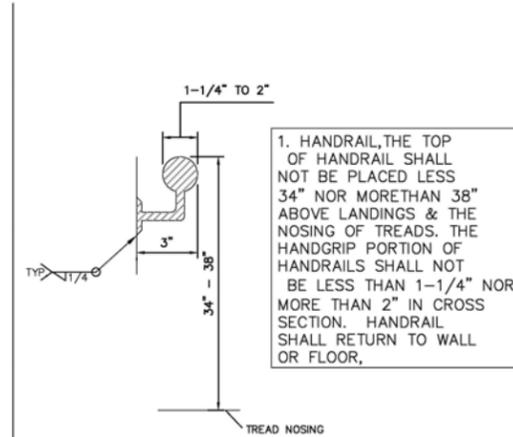
C1 FLOOR TRANSITION VCT TO CT
N.T.S.



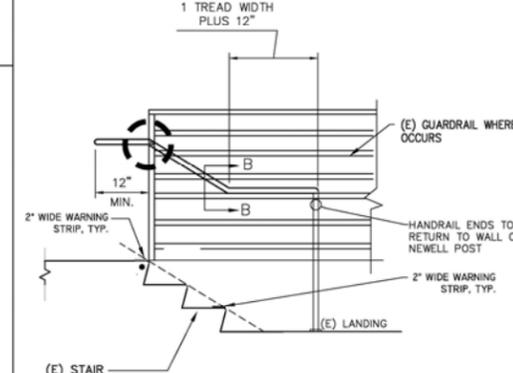
B1 (A) DIRECTIONAL SIGN, (B) SYMBOL OF ACCESSIBILITY, (C) DISPLAY CONDITIONS



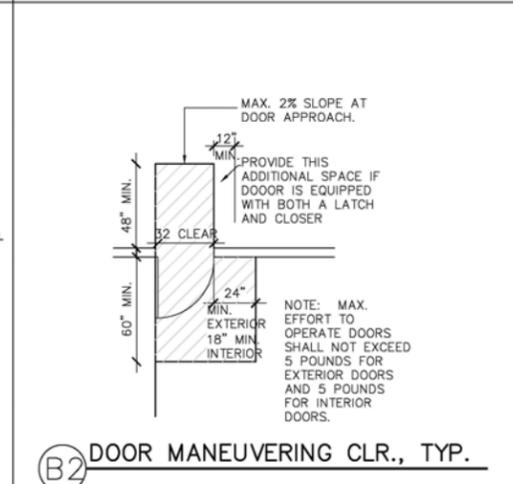
A1 ACCESSIBLE SIGNAGE, TYP.
N.T.S.



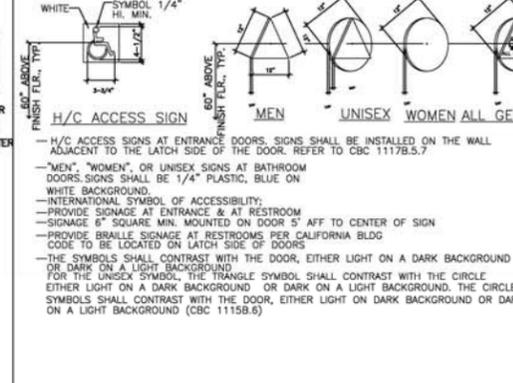
B-B HANDRAIL



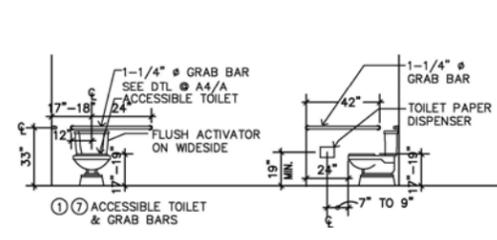
C2 TYP. STAIR & RAILING DTL.



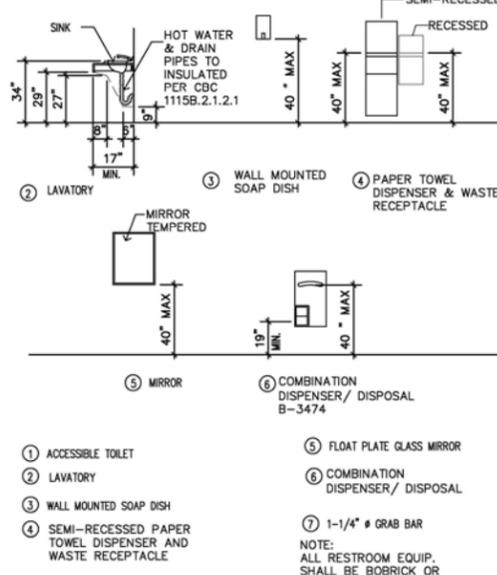
B2 DOOR MANEUVERING CLR., TYP.



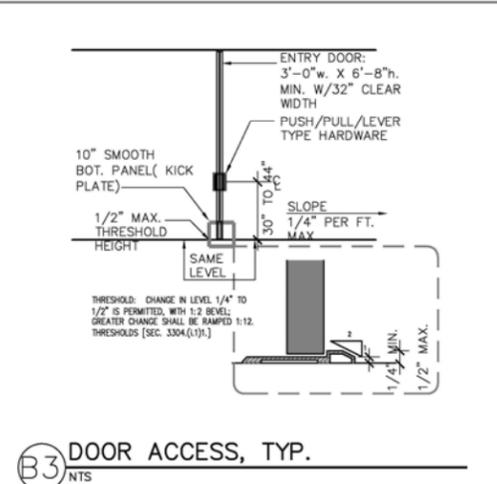
A2 ACCESSIBLE SIGNAGE, TYP.
N.T.S.



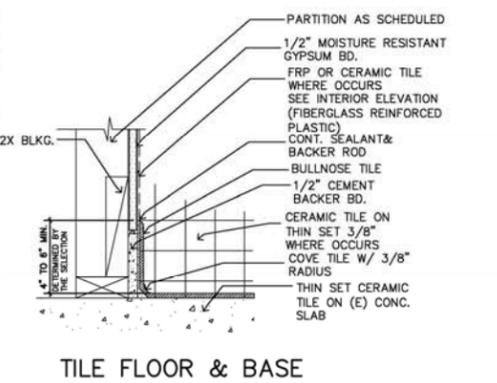
C4 TYP. ADA MOUNTING HEIGHTS
SCALE: 1/8\"/>



C4 TYP. ADA MOUNTING HEIGHTS
SCALE: 1/8\"/>



B3 DOOR ACCESS, TYP.
N.T.S.



A3 TILE FLOOR & BASE @ RESTROOMS, TYP.
N.T.S.

PROJECT:
COMMERICAL TENANT IMPROVEMENT

FOR
SHEMIDT LEGACY PROPERTIES, LLC

XIE ASSOCIATES
Architectural Design & Planning
801 CRESCENT WAY #5412
SAN FRANCISCO, CA 94134
Tel: (415) 653-3047
Fax: (415) 656-0542
Email: bil@xiearchdesign.com

1805 DIVISADERO ST
SAN FRANCISCO, CALIFORNIA

DRAWN BY: LI HONG
CHECK BY:
DATE: 08/15/17
LICENSED ARCHITECT
XIE XING GUAN
No. C-32963
07/31/2019
RENEWAL DATE

ADA FORM & DETAILS

A1.1

GENERAL NOTES

1. THE PURPOSE OF THESE DRAWINGS IS TO SHOW INTENT OF DEMOLITION OF INTERIOR ELEMENTS AS INDICATED EXCEPT FOR THOSE ELEMENTS SHOWN TO REMAIN. INCLUDING BUT NOT LIMITED TO STRUCTURAL ELEMENTS, FLOOR BEAMS, COLUMNS, SHEAR WALL & STAIRS. SEE STRUCTURAL DWGS.
2. DEMO SHOWN IS FOR "SOFT" DEMO ONLY. GC WILL NEED TO PROVIDE ADDITIONAL DEMO ASSOCIATED W/ FINAL CONSTRUCTION AS IT RELATES TO WINDOWS, DOORS, STAIRS, ELECTRICAL, & MECHANICAL EQUIPMENT. CONTRACTOR SHALL NOTIFY DESIGNER OF ANY DISCREPANCIES W/ ANY ISSUES AS THEY RELATE TO THESE DEMO PLANS.
3. REFER TO CONSTRUCTION PLAN TO COORDINATE LOCATION OF (N) OPENINGS AT EXISTING WALLS.
4. CONTRACTOR SHALL VERIFY FIELD CONDITIONS AND NOTIFY OWNER OF ALL DISCREPANCIES BEFORE PROCEEDING WITH WORK
5. PREVENT MOVEMENT OR SETTLEMENT OF STRUCTURE. PROVIDE & PLACING BRACING OR SHORING AND BE RESPONSIBLE FOR SAFETY AND SUPPORT. CEASE OPERATION AND NOTIFY THE OWNER IMMEDIATELY IF SAFETY OF STRUCTURE APPEARS TO BE ENDANGERED. TAKE PRECAUTIONS TO PROPERLY SUPPORT STRUCTURE. DO NOT RESUME OPERATIONS UNTIL SAFETY IS RESTORED.
6. ARRANGE AND PAY FOR DISCONNECTING, REMOVING AND CAPPING UTILITY SERVICES WITHIN AREA OF DEMOLITION. DISCONNECT AND STUB OFF. NOTIFY THE AFFECTED UTILITY COMPANY IN ADVANCE AND OBTAIN APPROVAL BEFORE STARTING THIS WORK
7. PROVIDE, ERECT AND MAINTAIN BARRICADES, LIGHTING AND GUARD RAILS AS REQUIRED BY APPLICABLE REGULATORY ADVISORY TO PROTECT WORKERS AND PEDESTRIANS
8. PLACE MARKERS TO INDICATE LOCATION OF DISCONNECTED SERVICES.
9. EXCEPT WHERE NOTED OTHERWISE, MAINTAIN POSSESSION OF MATERIALS BEING DEMOLISHED. IMMEDIATELY REMOVE FROM SITE.

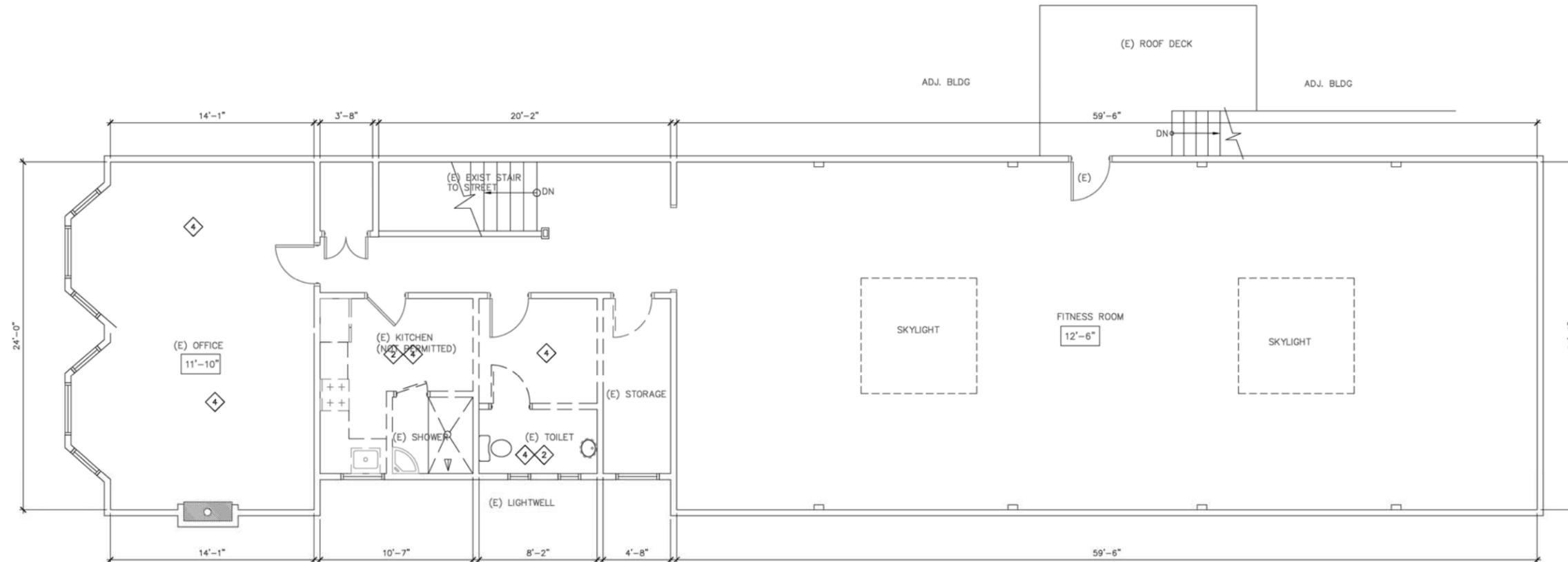
10. DEMOLISH IN AN ORDERLY AND CAREFUL MANNER AS REQUIRED TO ACCOMMODATE NEW WORKS, INCLUDING THAT REQUIRED FOR CONNECTION TO THE (E) STRUCTURE. PROTECT (E) FOUNDATIONS AND SUPPORTING STRUCTURAL MEMBERS. PHASE DEMOLITION IN ACCORDANCE WITH CONSTRUCTION SCHEDULE.
11. PERFORM DEMOLITION IN ACCORDANCE WITH APPLICABLE AUTHORITIES HAVING JURISDICTION
12. REPAIR ALL DEMOLITION PERFORMED IN EXCESS OF THE THAT REQUIRED, AT NO COST TO OWNER
13. PROVIDE SEAMLESS TRANSITIONS BETWEEN (E) AND NEW WORKS.
16. RECYCLING BY OCCUPANTS: PROVIDE ADEQUATE SPACE AND EQUAL ACCESS FOR STORAGE, COLLECTION AND LOADING OF COMPOSTABLE, RECYCLABLE AND LANDFILL MATERIAL.-SEE ADMINISTRATIVE BULLETIN 088.
17. CONSTRUCTION AND DEMOLITION DEBRIS: 100% OF MIXED DEBRIS MUST BE TRNSAPORTED BY A REGISTER HAULER TO REGISTERED FACILITY AND PROCESSED FOR RECYCLING, IN CMLPIANCE WITH THE SAN FRANCISCO CONSTRUCTION & DEMOLITION DEBRIS ORDINANCE

WORK NOTES

- 1 DEMOLISH (E) PARTITION WALL, WINDOW, DOOR, AS SHOWN DASHED, TYP. PROVIDE TEMPORARY SUPPORT AS REQUIRED . REFER TO PROSED PLAN FOR EXTEND OF WORK
- 2 REMOVE (E) CABINET, COUNTER, SHELVES, APPLIANCE, PLUMBING FIXTURES , FINISHES AND CAP OFF ASSOCIATED UTILITY LINES AS REQUIRED
- 3 REMOVE (E) DOOR, PATCH WALL AS NECESSARY. SEE PROPOSED PLAN FOR EXTEND OF WORK
- 4 PREPARE FLOOR, WALL, CEILING TO RECEIVE NEW WORKS

LEGEND

-  (E) WALL TO REMAIN
-  (E) WALL TO BE DEMOLISH
-  (E) DOOR TO REMAIN
-  (E) DOOR TO BE REMOVE
-  (E) WINDOW TO REMAIN
-  (E) WINDOW TO BE REMOVED



I- EXISITNG 2ND FLOOR PLAN
SCALE: 1/4"=1'-0"

PROJECT:
**COMMERICAL
TENANT
IMPROVEMENT**

FOR
**SHEMIDT LEGACY
PROPERTIES, LLC**

XIE ASSOCIATES
Architectural Design & Planning
501 CRESCENT WAY #5412
SAN FRANCISCO, CA 94134
Tel: (415) 852-3047
Fax:(415) 856-0542
Email: bil@researchdesign.com

**1805
DIVISADERO ST
SAN FRANCISCO,
CALIFORNIA**

DRAWN BY: LI HONG
CHECK BY:
DATE 08/15/17



SHEET TITLE
**(E) FLOOR
PLAN**

A2.0

PROJECT:

**COMMERCIAL
TENANT
IMPROVEMENT**

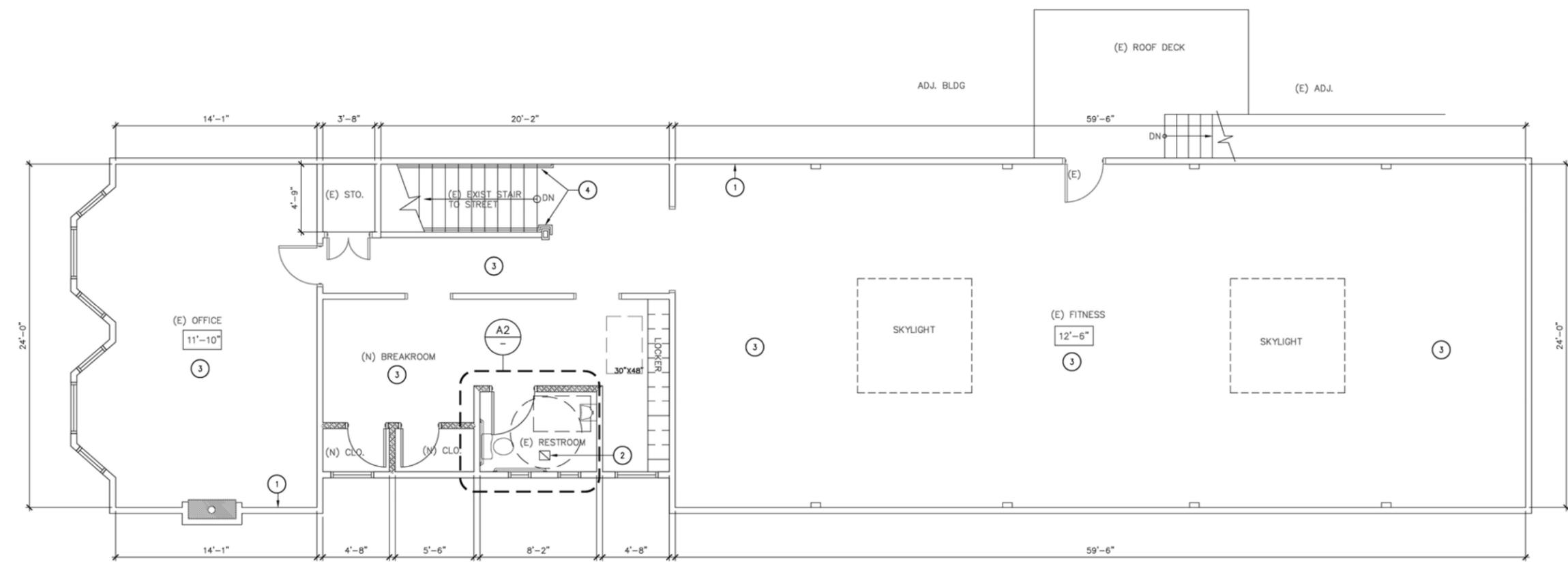
FOR

**SHEMIDT LEGACY
PROPERTIES, LLC**

XIE ASSOCIATES
Architectural Design & Planning

501 CRESCENT WAY #5412
SAN FRANCISCO, CA 94134
Tel: (415) 652-3047
Fax: (415) 658-0542
Email: bli@xiearchdesign.com

**1805
DIVISADERO ST
SAN FRANCISCO,
CALIFORNIA**

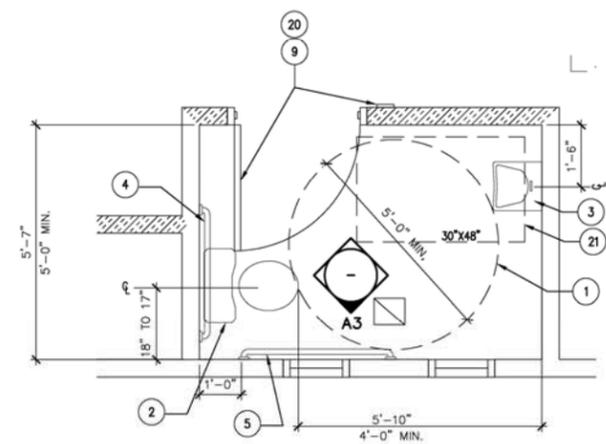


I-PROPOSED FLOOR PLAN SCALE: 1/4"=1'-0"

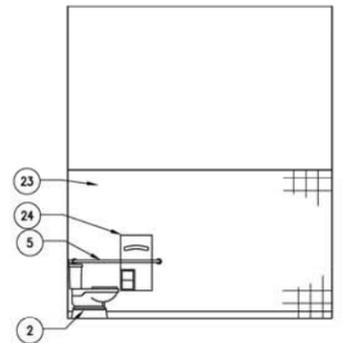
- 1 5'-0" WHEELCHAIR TURNING CIRCLE
- 2 ACCESSIBLE WATER CLOSET WITH SEAT HEIGHT AT 1'-5" TO 1'-7" AFF.
- 3 ACCESSIBLE LAVATORY WITH RIM MOUNTED AT 34" MAX. AFF. SEE C4/2
- 4 1-1/4" DIA. & 36" GRAB BAR (TYPE 1) MOUNTED AT +33" AFF, SEE D1/A1.1
- 5 1-1/4" DIA. & 42" GRAB BAR (TYPE A) MOUNTED AT +33" AFF, SEE D1/A1.1
- 9 DOOR SIGNAGE WITH ADA REQUIREMENTS PER DETAIL A1/A2 0A1.1
- 16 12x12 ACCESS PANEL
- 17 BULLNOSE EDGE TILE AT BASE, TYP., SEE A1.1/A3
- 18 PRE-FABRICATED RESTROOM PARTITION, SEE A4.2/20&21
- 20 3'-0"x6'-8" HOLLOW PANEL DOOR WITH 32" MIN. CLR
- 21 30" MIN. x 48" MIN. CLEAR IN FRONT OF SINK
- 22 AT WATER CLOSET, PROVIDE 17" TO 18" MAX. FROM CENTERLINE OF TOILET TO THE WALL PER CBC 115B.4.1 & FIGURE 11B-1A
- 23 DOOR SIGNAGE WITH ADA REQUIREMENTS PER DETAIL A1/A2 0A1.1
- 24 (E) CERAMIC TILE WALL FINISH, TYP.
- 25 COMBINATION DISPENSER/ DISPOSAL
- 25 EXISTING FLOOR DRAIN

NOTE: ALL RESTROOM EQUIPMENTS, FIXTURES AND FINISH SHALL COMPLY TO ADA REQUIREMENT, YIF

A1 RESTROOM KEY NOTES
NTS



A2 ENLARGED RESTROOM (23) (17) (16)
SCALE: 1/2" = 1'-0", WOMEN & MEN TOILET



A3 TOILET ELEVATION, TYP. N.T.S.

CONSTRUCTION PLAN KEYED NOTES

- 1 MAINTAIN (E) DIMISING WALL FIRE RATING DURING CONSTRUCTION, TYP.
- 2 PROVIDE/VERIFY AN EXHAUST VENT, 50 CFM MIN., AT THE BATHROOM W/ THE DUCT DISCHARGE IS DIRECTLY CONNECTED TO THE OUTSIDE OF THE BUILDING AND LOCATED AT LEAST 3-FEET FROM ANY OPENINGS INTO THE BUILDING & PROPERTY LINE, AND HUMIDITY CONTROL, TYP.
- 3 EXISTING LIGHTING/MECHANICAL SYSTEM TO REMAIN. TYP.
- 4 PROVIDE HANDRAIL TO BOTH SIDE (E) STAIRS. THE TOP OF HANDRAILS SHALL NOT BE PLACED LESS 34" NOR MORETHAN 38" ABOVE LANDINGS & THE NOSING OF TREADS. THE HANDGRIP PORTION OF HANDRAILS SHALL NOT BE LESS THAN 1-1/4" NOR MORE THAN 2" IN CROSS SECTION. HANDRAIL SHALL RETURN TO WALL OR FLOOR, BOTH SIDE OF STEPS, SEE A1.1/C2

CONSTRUCTION PLAN LEGEND

- EXISTING CONSTRUCTION TO REMAIN
- NEW WALL
- ⌋ INDICATES FINISHED SURFACES TO ALIGN
- Ⓢ LIGHT SWITCH
- Ⓢ COMBINATION LIGHT FIXTURE AND EXHAUST FAN, 50 CFM MIN. CEILING MOUNTED WITH HUMIDITY CONTROL
- ① KEYED NOTES

DRAWN BY: LI HONG
CHECKED BY:
DATE: 08/15/17

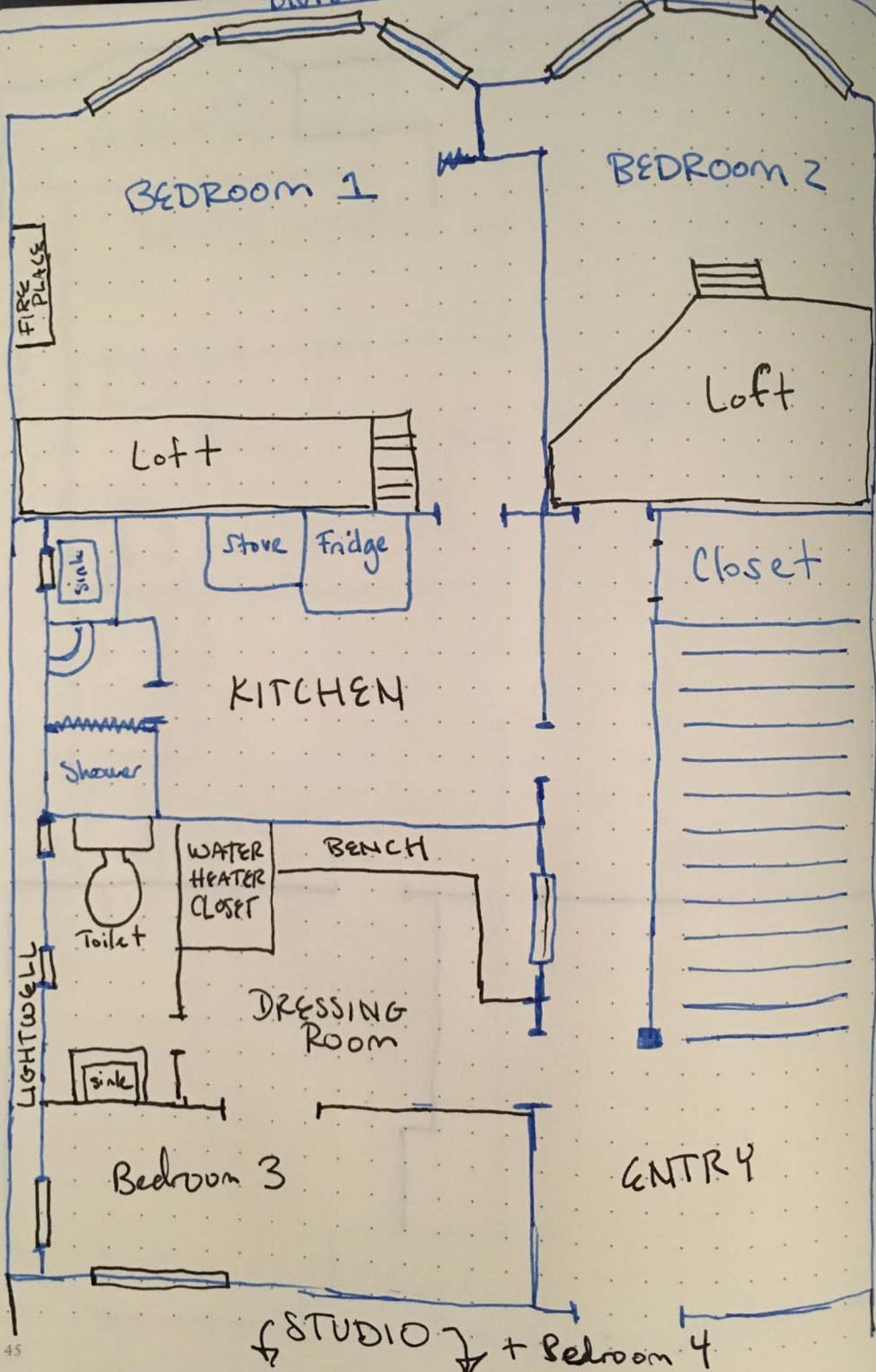
LICENSED ARCHITECT
XIE XING GUAN
No. C-32963
07/31/2019
RENEWAL DATE

SHEET TITLE
**PROPOSED
FLOOR PLANS**

A2.1

















LEASE

This lease is entered into on 11-23-91, 1991 by and between ERNEST W. SCHMIDT, hereinafter called "Landlord," and KERIAC referred to here as Tenant.

It is agreed as follows:

1. The premises to be rented consist of all of the unit at 1805 Divisadero St. a hall, bath rooms, kitchen area and a toilet room at 1805 Divisadero Street, San Francisco, California.
2. Rents are to be paid to ERNEST W. SCHMIDT and mailed to his office at 407 Sherman Avenue, Palo Alto, California, 94306.
3. The term of this lease shall be for a period of 1 year and just over a month and shall commence on November 23, 1991 and continue until December 31, 1992.

OPTION PERIODS:

1st Option: Tenant shall have an option to renew lease under the same terms for a period of 3 additional years commencing Jan. 1, 1993. Rent for this additional period shall be \$1500.00 per month.

2nd Option: Tenant shall have an option to renew this lease under the same terms for an additional 3 years commencing Jan. 1, 1996. Rent for this period shall be subject the agreement of the parties but rent shall not exceed \$1900.00 per month.

TENANT MAY EXERCISE the options noted above by giving to the landlord 6 weeks written notice prior to the expiration of the lease period then in effect.

4. Rent shall be as follows:
 - a. RENT PAYABLE on the 1st day of each month for the first year \$1300.00.
 - b. TENANT POSSESSION immediately upon execution of this lease and the payment of the security deposit of \$1000.00.
 - c. NO RENT SHALL BE PAYABLE until April 1, 1992.

Note: The tenant may terminate her obligations under the lease without liability upon written notice to the landlord and a payment to the landlord of three month rent at the ~~ten~~ current rental rate.

5. **LIABILITY INSURANCE:** Landlord maintains liability insurance that protects him only, tenant may at the option carry liability insurance.

6. **CONSTRUCTION COSTS AND IMPROVEMENTS.**

Landlord will pay for repairs and construction as are set forth in Exhibit A.

Tenant shall be obligated for repairs and construction costs as are also set forth in Exhibit A.

Tenant shall have the obligation of arranging for the repairs and improvements with her contractor. Landlord will only be obligated to pay his designated share of costs.

Tenant assumes the responsibility with her contractor to have the work done as agreed. Any extra work done not within that noted on Exhibit A will be at the expense of the tenant.

All improvements shall become the property of the Landlord.

The Landlord will provide 3 fire extinguishers which the tenants contractor will install.

7. **UTILITIES**

The Tenant shall make all arrangements for and pay for all utilities and services furnished to or used by the Tenant. General services include gas, electricity, water, telephone, trash collection.

8. **MISC. DUTIES OF TENANT:**

a. The Tenant will keep the drain pipes of the premises clear and the light well clear of debris so that water does not build up so as to cause leakage into the premises below.

b. The Tenant shall be responsible for replacement of any broken glass and for repairing any damage done to the premises after the contractors work is completed.

c. Any and all other repairs to be made to the premises, including, but not limited to electrical repairs, gas repairs, interior painting and interior improvements shall be at the expense of the Tenant.

d. **ROOF REPAIRS:** The Landlord is responsible to repair the roof if it leaks but is not responsible for damage to the interior due to a leak in the roof. Upon reasonable notice of a leak the Landlord will within a reasonable time as soon as the roof is dry arrange for repairs as may be required.

NOTE: Tenant may at this time arrange for a roof inspection and if the roofer declares that work on the roof to prevent leaks is required the Landlord will have the work done.

e. Landlord will replace the hot water heater (30 gal.) if and when necessary.

9. LANDLORD'S RIGHTS AND INSPECTION

The Landlord will have the right to make reasonable inspections of the premises, at reasonable times, upon giving reasonable notice. **TENANT SHALL PROVIDE LANDLORD WITH A KEY TO THE PREMISES**

10. SIGNS ON THE PREMISES

The Tenant, at its option and at its cost, may have a sign placed on the premises advertising its business and/or the various activities that the Tenant may have going on in the premises.

11. SECURITY DEPOSIT

Tenant to post \$1000.00 security and guarantee deposit at the time of the execution of this lease. In the event some deduction is made for cleaning or breakage such deductions will be reasonable documented. Any remaining balance is to be paid to the tenant as provided below.

The Landlord shall not be required to pay the Tenant interest on the security deposit and the Landlord may deposit the security deposit in his general fund and he shall not be required to keep it segregated.

Security deposit is refundable within 45 days of termination providing premises are left in clean condition without breakage and the Tenant has complied with the terms of the lease.

12. PERSONAL PROPERTY TAXES

The Tenant shall pay before delinquency all personal property taxes, business license fee, and other charges that are levied or assessed against the Tenant's personal property installed or located in or on the premises and that become payable during the term of this Lease.

13. TAXES

The Landlord pays real property taxes.

14. ARBITRATION AND RIGHT OF ACTION

If in the event the Tenant breaches any of the terms of this Lease agreement or if in the event any action must be brought by either party under the terms of this Lease agreement, the matter is to be submitted to binding arbitration under the rules of the American Arbitration Association.

15. CONDEMNATION

If in the event the premises are condemned by any public agency, such as the Urban Development Agency, all of the proceeds from the condemnation award shall be payable only to the Landlord and the Tenant shall not be entitled to share in any such compensation. Tenant shall be entitled to 4 months written notice of termination under this paragraph.

16. USE OF THE PREMISES

The Tenant leases the premises for the carrying on a business of dance club and living uses.

17. LANDLORD'S LIABILITY

The Landlord shall not be liable to the Tenant for any damage to Tenant or Tenant's property from any cause whatsoever. Tenant specifically waives all claims against the Landlord for damage to personal property arising for any reason.

The Tenant shall hold the Landlord harmless from all damages arising out of any damages to any person or property occurring in or about the premises.

18. DESTRUCTION OF THE PREMISES

If in the event the premises are destroyed by fire, earthquake or other cause(s), the Landlord will not be obligated to rebuild the premises and the Landlord can elect to terminate this Lease, by giving notice to the Tenant within fifteen (15) days after the determination of the restoration costs and/or replacement value.

In the event of full or substantial destruction of the premise either party can terminate the lease on giving 45 days written notice.

19. ASSIGNMENT

The Tenant shall not assign this Lease.

The Tenant may sub-let the premises but shall continue to be responsible to the Landlord for the conduct of any sub-tenant.

20. DEFAULT BY TENANT

The occurrence of any of the following shall constitute a default by the Tenant:

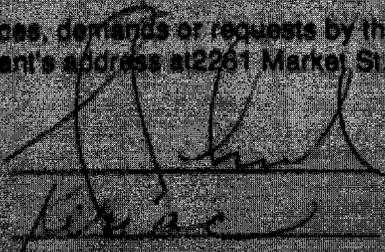
- a. Failure to pay rent when due;
- b. Abandonment or vacating of the premises, and the failure to occupy the premises for thirty (30) consecutive days shall be deemed to constitute an abandonment providing no rent is paid.
- c. Failure to perform any other provision or covenant of the Lease if the failure is not cured within thirty (30) days after notice of said failure has been given to the Tenant by Landlord.

22. NOTICES

Any communications, notices, demands or requests by the Tenant to the Landlord shall be given to the Landlord at 407 Sherman Avenue, Palo Alto, California 94308.

Any communications, notices, demands or requests by the Landlord to the Tenant shall be given to Tenant's address at 2261 Market St., No. 116, San Francisco, CA 94114.

WE AGREE TO THE TERMS



Two handwritten signatures are present, one above the other, both written in dark ink over a horizontal line.

LEASE

This lease is entered into on March 1, 1998 by and between ERNEST W. SCHMIDT, hereinafter called "Landlord," and KERIAC referred to here as Tenant.

It is agreed as follows:

1. The premises to be rented consist of all of the unit at 1805 Divisadero St. a hall, bath rooms, kitchen area and a social room at 1805 Divisadero Street, San Francisco, California.
2. Rents are to be paid to ERNEST W. SCHMIDT and mailed to his office at 407 Sherman Avenue, Palo Alto, California, 94306.
3. The term of this lease including options to renew shall be for a period of 7 years and includes the remainder of our earlier lease that would terminate on December 31, 1998.

The term of the initial lease period shall commence March 1, 1998 and be for a period of 3 years with rents as follows:

March 1, 1998 to March 1, 1999 Rent \$1700.00 per month

March 1, 1999 to March 1, 2002 Rent \$1900.00 per month

4. In addition the tenant shall have an option to renew the lease for an additional periods:

OPTION PERIODS:

1st Option: Tenant shall have an option to renew lease under the same terms for a period of 2 additional years commencing March 1, 2002 and ending March 1, 2004. Rents shall be subject to agreement of the parties but shall not exceed the sum of \$2100.00 per month.

2nd Option: Tenant shall have an option to renew this lease under the same terms for an additional 2 years commencing March 1, 2004 and ending March 1, 2006. Rents for this period shall be subject the agreement of the parties but rent shall not exceed the sum of \$2400.00 per month.

TENANT MAY EXERCISE the options noted above by giving to the landlord 6 weeks written notice prior to the expiration of the lease period then in effect.

*Security Policy
#1000*

5. **LIABILITY INSURANCE:** Landlord maintains liability insurance that protects him only. Tenant is to carry liability insurance in an amount approved by the landlord or as previously maintained with landlord as an additional insured.

6. **CONSTRUCTION IMPROVEMENTS:**

All improvements shall become the property of the Landlord.

7. **UTILITIES**

The Tenant shall pay for all utilities and services furnished to or used by the Tenant. General services include gas, electricity, water, telephone, trash collection.

8. **MISC. DUTIES OF TENANT and LANDLORD:**

a. The Tenant will keep the drain pipes of the premises clear and the flight well clear of debris so that water does not build-up so as to cause leakage into the premises below.

b. Any and all other repairs to be made to the premises, including, but not limited to electrical repairs, gas repairs, interior painting and interior improvements shall be at the expense of the Tenant.

c. **ROOF REPAIRS:** The Landlord is responsible to repair the roof if it leaks but is not responsible for damage to the interior due to a leak in the roof. Upon reasonable notice of a leak the Landlord will within a reasonable time as soon as the roof is dry arrange for repairs as may be required.

NOTE: Tenant may call Landlord's "handy man" repair person directly in any emergency need to make repairs on the roof or elsewhere in the building.

**JIM RAIBURN -- HANDYHANDS
(408) 984 2664.....**

9. **LANDLORD'S RIGHTS AND INSPECTION**

The Landlord will have the right to make reasonable inspections of the premises, at reasonable times, upon giving reasonable notice. **TENANT SHALL PROVIDE LANDLORD WITH A KEY TO THE PREMISES**

10. **SIGNS ON THE PREMISES**

The Tenant, at its option and at its cost, may have a sign placed on the premises advertising its business and/or the various activities that the Tenant may have going on in the premises.

11. SECURITY DEPOSIT

Tenant has posted a deposit of \$1000.00. at the time of the execution of the original lease. This is a clean up and guarantee deposit and will be refunded to the tenant at the end of the lease except that in the event some deduction is made for cleaning or breakage such deductions will be reasonable documented. Any remaining balance is to be paid to the tenant as provided below.

The Landlord shall not be required to pay the Tenant interest on the security deposit and the Landlord may deposit the security deposit in his general fund and he shall not be required to keep it segregated.

Security deposit is refundable within 45 days of termination providing premises are left in clean condition without breakage and the Tenant has complied with the terms of the lease.

12. PERSONAL PROPERTY TAXES

The Tenant shall pay before delinquency all personal property taxes, business, license fee, and other charges that are levied or assessed against the Tenant's personal property installed or located in or on the premises and that become payable during the term of this Lease.

13. TAXES

The Landlord pays real property taxes.

14. ARBITRATION AND RIGHT OF ACTION

If in the event the Tenant breaches any of the terms of this Lease agreement or if in the event any action must be brought by either party under the terms of this Lease agreement, the matter is to be submitted to binding arbitration under the rules of the American Arbitration Association.

15. CONDEMNATION

If in the event the premises are condemned by any public agency, such as the Urban Development Agency, all of the proceeds from the condemnation award shall be payable only to the Landlord and the Tenant shall not be entitled to share in any such compensation. Tenant shall be entitled to 4 months written notice of termination under this paragraph.

16. USE OF THE PREMISES

The Tenant leases the premises for the carrying on a business of dance studio and living uses.

17. LANDLORD'S LIABILITY

The Landlord shall not be liable to the Tenant for any damage to Tenant or Tenant's property from any cause whatsoever. Tenant specifically waives all claims against the Landlord for damage to personal property arising for any reason.

The Tenant shall hold the Landlord harmless from all damages arising out of any damages to any person or property occurring on the premises.

18. DESTRUCTION OF THE PREMISES

If in the event the premises are destroyed by fire, earthquake or other cause(s), the Landlord will not be obligated to rebuild the premises and the Landlord can elect to terminate this Lease, by giving notice to the Tenant within fifteen (15) days after the determination of the restoration costs and/or replacement value.

In the event of full or substantial destruction of the premise either party can terminate the lease on giving 45 days written notice.

19. ASSIGNMENT

The Tenant shall not assign this Lease.

The Tenant may sub-let the premises but shall continue to be responsible to the Landlord for the conduct of any sub-tenant.

20. DEFAULT BY TENANT

The occurrence of any of the following shall constitute a default by the Tenant:

- a. Failure to pay rent when due;
- b. Abandonment or vacating of the premises, and the failure to occupy the premises for thirty (30) consecutive days shall be deemed to constitute an abandonment providing no rent is paid.
- c. Failure to perform any other provision or covenant of the Lease if the failure is not cured within thirty (30) days after notice of said failure has been given to the Tenant by Landlord.

21. FIRE EXIT

The Landlord has no control over the usage of the fire exit from the Hall. The adjoining owner may block that exit. The Tenant accepts the risk that the exit may not be available for use of the Tenant. The exit is not a Legal easement, however the Landlord believes that there is a right to use the exit and stairway as a result of long usage.

The Tenant is to continue to use the exit and continue to assert a right to use it as has been done for more than 5 years.

The Tenant is to advise the Landlord if the adjoining property owner attempts to block the usage or demand compensation for its usage.

22. NOTICES

Any communications, notices, demands or requests by the Tenant to the Landlord shall be given to the Landlord at 407 Sherman Avenue, Palo Alto, California 94306.

Any communications, notices, demands or requests by the Landlord to the Tenant shall be given to Tenant's address at 2261 Market St., No. 116, San Francisco, CA 94114.

WE AGREE TO THE TERMS.

February 28, 1998

Keriac
[Signature]

ERNEST W. SCHMIDT
ATTORNEY AT LAW

Trust Administration ♦ Probate ♦ Conservatorship

407 SHERMAN AVENUE
PALO ALTO, CA 94306-1888
650-327-5400
FAX 650-327-9151

February 4, 2005

Scott Wells
1805 Divisadero St.
San Francisco CA 94115

Dear Scott:

As soon as Keriak gives both of us permission to "transfer" the present lease to you I would be satisfied to have you take over the lease. The following terms and conditions would apply:

1. The lease would go for one year -- March 1, 2005 to February 28, 2006.
2. The rent would be \$2000.00. The option periods in the original lease do not apply.
3. **See paragraph #8 of the lease:**
 - The "light well" is to be kept clean of dirt and leaves and other debris.
 - You are responsible for all repairs except for the roof of the building. You will let me know if there is any leaks in the roof area.
 - If you need a local handy man repair person let me know.
4. I will need keys to the front door and to the door on Bush St.
5. You are to deposit a \$1,000.00 security deposit with me. What is this for? Basically to guarantee me that when you move out the place is left clean and without damage to the walls fixtures etc. In addition you are to be sure that the following is complied with:
 - a. All partitions that have been put up to accommodate separate sleeping and living arrangements to be removed.
 - b. The electrical equipment and wiring that has been put in to accommodate the dance studio functions to be removed. (Any permanent wall that was put up OK to leave).
6. The lease assignment to you is not transferable to anyone.
7. You alone are the tenant -- its for commercial use and not leases as a residence. This is noted in paragraph #16 in the lease.

8. Rent is to be paid to my office - due on the 1st of the month and to be paid no later than the 5th of each month. Keriac has an automatic payment system. That is OK but payment from you by check that is ok.

9. Failure to pay rent in any one month and you move out and give notice to all persons that they are to move out.

10 A check that is given in rent and is not honored by the bank results in:

- a. There will be an addition to the current deposit the sum of \$3,000.00 to be delivered to the landlord within 5 days
- b. Check to be made good within 5 days.
- c. All future rent to be made by cashiers check or money order.
- d. If check is not made good or the deposit not made within 5 days then you must move out and all persons there are to move.

NOTE: ANY LEGAL ACTION TO ENFORCE THE TERMS OF THIS LEASE OR ANY LEGAL ACTION RELATED TO THIS LEASE SHALL BE BROUGHT IN THE SUPERIOR COURT FOR SANTA CLARA COUNTY.

11. The fire exit is to be kept available for your use. See Paragraph #21 of the lease.

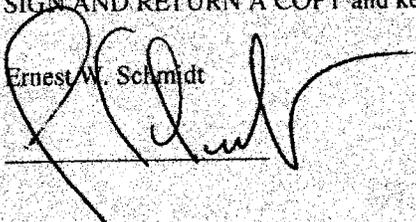
12. The tenants in the store use the Bush St. exit for trash pick up or any use.

Scott - I have had nothing but good relations with Keriac. She has taken care of every thing and has rarely called on me to do anything. I will and do miss her. I trusted her for all things over many years. All I want from you is the same arrangement. I am willing to go along on this lease for one year. We can look at your plans and mine at the end of this year and see how things have gone. I will see you from time to time and we can discuss any problems that come up. Feel free to call me (650) 327 5400.

If the conditions that I outline here are OK then this letter along with the lease would cover our AGREEMENT FOR THE TERM OF THE LEASE.

SIGN AND RETURN A COPY and keep one for your files.

Ernest W. Schmidt



Approved Scott Wells:

cc to health
1/11/07

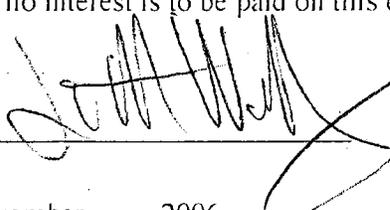
HALL

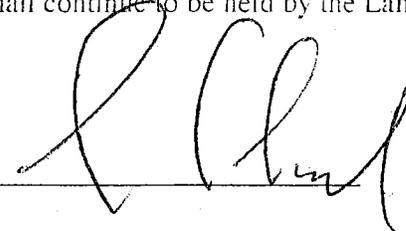
LEASE RENEWAL AGREEMENT

ORIGINAL RENTAL AGREEMENT: The parties agree to be bound by the terms of the original RENTAL AGREEMENT which was executed on March 8, 2006. At that time it was further agreed that the rent would be in the amount of \$2,000.00 per month.

BY THIS LEASE RENEWAL AGREEMENT the parties modify their original rental agreement as follows:

1. TERM OF LEASE: The term of the lease shall be for a period of 12 months commencing January 1, 2007 and ending on December 31, 2007.
2. RENT: Rent shall be in the sum of \$2,200.00 per month commencing January 1, 2007. Rent shall continue in this amount during the term of the lease.
3. LIGHT WELL RESTRICTION: The Tenant agrees that neither he nor any of his sub tenants are to place any personal property, plants etc on the light well.
4. TRASH ON EASEMENT: The Tenant agrees that neither he nor any of his sub tenants will place any trash or discarded items of furniture in the easement.
5. TRASH CONTAINER: Tenants for both 1805 and 1807 Divisadero have use of the trash collection area at the rear of the store. Each will cooperate so that there is enough room for each tenants trash and recycle material. No discard furniture items are to be left in that area.
6. SECURITY DEPOSIT in the sum of \$1,000.00 shall continue to be held by the Landlord and no interest is to be paid on this deposit.





November __, 2006

JAN 1, 2006



RENTAL AGREEMENT

This lease is entered into on March 8 2006 by and between ERNEST W. SCHMIDT, hereinafter called "Landlord," and SCOTT WELLS referred to here as Tenant.

It is agreed as follows:

1. PREMISES: The premises rented consist of all of the unit at 1805 Divisadero St a social & dance hall, bath rooms, kitchen area and a social room at 1805 Divisadero Street, San Francisco, California
2. RENT TO BE SENT: The are to be paid to ERNEST W. SCHMIDT and mailed to his office at 407 Sherman Avenue, Palo Alto, California, 94306.
3. TERMS OF RENTAL AGREEMENT The occupancy and the term of this rental agreement is on a MONTH TO MONTH basis. Changes in the terms can only be made in WRITING WITH 60 DAYS NOTICE.

4. LIABILITY INSURANCE:

Landlord maintains liability insurance that protects only the owners. Tenant is to carry liability insurance and tenants insurance as previously maintained with landlord as an additional insured.

5. CONSTRUCTION IMPROVEMENTS:

The written approval of the Landlord shall first be obtained before any improvements or modifications are made. All improvements shall become the property of the Landlord.

.6. UTILITIES & SERVICES:

The Tenant shall pay for all utilities and services furnished to or used by the Tenant. General services include gas, electricity, water, telephone, trash collection.

8. MISC. DUTIES OF TENANT and LANDLORD:

a. The Tenant will keep the drain pipes of the premises clear and the light well clear of debris so that water does not build-up so as to cause leakage into the premises below.

b. Any and all other repairs to be made to the premises, including, but not limited to electrical repairs, gas repairs, interior painting and interior improvements shall be at the expense of the Tenant.

c. ROOF REPAIRS: The Landlord is responsible to repair the roof if it leaks but is not responsible for damage to the interior due to a leak in the roof. Upon reasonable notice of a leak the Landlord will within a reasonable time as soon as the roof is dry arrange for repairs as may be required. It is agreed that no roofing work can or will be undertaken in the winter-rainy month.

9. LANDLORD'S RIGHTS AND INSPECTION

The Landlord will have the right to make reasonable inspections of the premises, at reasonable times, upon giving reasonable notice. One day notice by telephone is acceptable. Landlord has a key to the premises and if the lock is changed by the Tenant they will provide a new key to the Landlord.

10. SIGNS ON THE PREMISES

The Tenant, at its option and at its cost, may have a sign placed on the premises advertising its business and/or the various activities that the Tenant may have going on in the premises.

11. SECURITY DEPOSIT.

Tenant has posted a deposit of \$1000.00. at the time of the execution of the original lease. This is a clean up and guarantee deposit and will be refunded to the tenant at the end of the lease except that in the event some deduction is made for cleaning or breakage such deductions will be reasonable documented. There may be deducted from the deposit any costs incurred to return the Hall space to it original condition. Any reaming balance is to be paid to the tenant as provided below.

The Landlord shall not be required to pay the Tenant interest on the security deposit and the Landlord may deposit the security deposit in his general fund and he shall not be required to keep it segregated.

Security deposit is refundable within 45 days of termination providing premises are left in clean condition without breakage and the Tenant has complied with the terms of the lease.

12. PERSONAL PROPERTY TAXES

The Tenant shall pay before delinquency all personal property taxes, business, license fee, and other charges that are levied or assessed against the Tenant's personal property installed or located in or on the premises and that become payable during the term of RENTAL The Landlord pays real property taxes.

13. USE OF THE PREMISES

The Tenant rents the premises for the carrying on a business of dance studio and related uses. The dance studio use shall be undertaken in such a manner as not to disturb the tenants in the store below. The leased premises are not to be used for "residential living".

14. LANDLORD'S LIABILITY

The Landlord shall not be liable to the Tenant for any damage to Tenant or Tenant's property from any cause whatsoever. Tenant specifically waives all claims against the Landlord for damage to personal property arising for any reason.

The Tenant shall hold the Landlord harmless from all damages arising out of any damages to any person or property occurring on the premises.

15. DESTRUCTION OF THE PREMISES

If in the event the premises are destroyed by fire, earthquake or other cause(s), the Landlord will not be obligated to rebuild the premises and the Landlord can elect to terminate this rental by giving notice to the Tenant within 60 days after the determination of the restoration costs and/or replacement value.

In the event of full or substantial destruction of the premise either party can terminate the lease on giving 60 days written notice.

16. ASSIGNMENT

The Tenant shall not assign to any other person this rental agreement.

The Tenant may sub-let the premises but shall continue to be responsible to the Landlord for the conduct of any sub-tenant.

17. DEFAULT BY TENANT

The occurrence of any of the following shall constitute a default by the Tenant:

- a. Failure to pay rent when due;
- b. Abandonment or vacating of the premises, and the failure to occupy the premises for thirty (30) consecutive days shall be deemed to constitute an abandonment providing no rent is paid.
- c. Failure to perform any other provision or covenant of the Lease if the failure is not cured within thirty (30) days after notice of said failure has been given to the Tenant by Landlord.

18. FIRE EXIT

The Landlord states that he and the tenants have a right to use the fire exit from the Hall to the adjoining property. However, if the adjoining owner block that exit the Tenant accepts the risk that the exit may not be available for use.

However, the Landlord & tenants have the right to use the exit and stairway as a result of long usage.

The Tenant is to continue to use the exit and continue to assert a right to use it as has been done for more then 20 years.

The Tenant is to advise the Landlord if the adjoining property owner attempts to block the usage.

19. TRASH CONTAINERS:

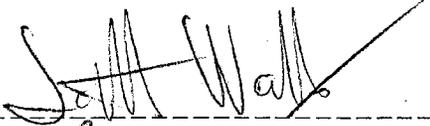
The landlord has provided space for trash containers in the rear of 1807 Divisadero. All trash containers are to be stored in that space and the walkway to Bush Street is to be kept clear of the tenants trash containers.

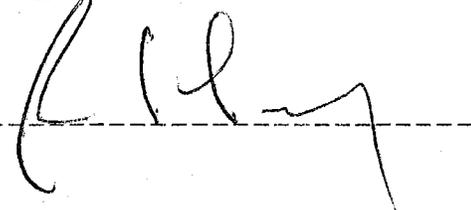
20. NOTICES

Any communications, notices, demands or requests by the Tenant to the Landlord shall be given to the Landlord at 407 Sherman Avenue, Palo Alto, California 94306.

WE AGREE TO THE TERMS.

March 8 2006







Notice of Interest in Renewed Accommodations

To: Marilyn S. Redden, Trustee of the Judd and Marily Redden Revocable Trust
(Owner's Name)

My name is Lindsay Gauthier
(Print Your Name)

I am/was a tenant at 1805 Divisadero Street, San Francisco, CA
(Tenant's Address)
94115

2017 JAN 23 PM 12:50
RECEIVED
ARBITRATION BOARD

I wish to be contacted by the owner in the event that the accommodations at this address are again offered for rent or lease within ten years from the date on which they are withdrawn from rent or lease. I can be contacted at or through the following address(es) and wish any offer to renew the tenancy be sent to me as follows:

First Address	Second Address
2506 28th Ave San Francisco, CA 94116 Phone: (661) 333-9901 Email: dancerleonie@gmail.com	David E. Tchack, Staff Attorney Tenderloin Housing Clinic, Inc. 126 Hyde Street, 2nd Floor, San Francisco, CA 94102 Phone: (415) 771-9850 Ext. 116 Email: david@thclinic.org

If you wish to include additional addresses, please attach a separate sheet of paper with the address(es) legibly written under the title "NOTICE OF INTEREST IN ACCOMMODATIONS - ADDITIONAL ADDRESSES." IT IS IMPORTANT TO UPDATE THIS INFORMATION IF THE TENANT LATER CHANGES HIS/HER ADDRESS BECAUSE THE OWNER IS ONLY OBLIGATED TO ATTEMPT TO CONTACT THE TENANT AT THE LAST ADDRESS GIVEN BY THE TENANT. BE SURE THESE OTHER ADDRESSES ARE FORWARDED TO BOTH THE OWNER(S) AND THE SAN FRANCISCO RENT BOARD.

This notice should be given to the owner(s) no later than 30 days after the day the tenant has vacated the property to be withdrawn. This notice can also be given to the San Francisco Rent Board, 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102 at any time.

January 19, 2017
(Date)

(Signature of Tenant)

NOTE: EACH TENANT WHO IS INTERESTED IN RECEIVING NOTICE THAT THE ACCOMMODATIONS AT THIS ADDRESS ARE AGAIN OFFERED FOR RENT OR LEASE MUST FILE A SEPARATE NOTICE OF INTEREST IN RENEWED ACCOMMODATIONS.



Notice of Interest in Renewed Accommodations

To: Marilyn S. Redden, Trustee of the Judd and Marily Redden Revocable Trust
(Owner's Name)

My name is Andre Williams
(Print Your Name)

I am/was a tenant at 1805 Divisadero Street, San Francisco, CA
(Tenant's Address)
94115

2017 JAN 23 PM 12:50
RECEIVED
RENT STABILIZATION BOARD
SAN FRANCISCO

I wish to be contacted by the owner in the event that the accommodations at this address are again offered for rent or lease within ten years from the date on which they are withdrawn from rent or lease. I can be contacted at or through the following address(es) and wish any offer to renew the tenancy be sent to me as follows:

First Address	Second Address
2506 28th Ave San Francisco, CA 94116 Phone: (415) 509-0474 Email: avanjasound@gmail.com	David E. Tchack, Staff Attorney Tenderloin Housing Clinic, Inc. 126 Hyde Street, 2nd Floor, San Francisco, CA 94102 Phone: (415) 771-9850 Ext. 116 Email: david@thclinic.org

If you wish to include additional addresses, please attach a separate sheet of paper with the address(es) legibly written under the title "NOTICE OF INTEREST IN ACCOMMODATIONS - ADDITIONAL ADDRESSES." IT IS IMPORTANT TO UPDATE THIS INFORMATION IF THE TENANT LATER CHANGES HIS/HER ADDRESS BECAUSE THE OWNER IS ONLY OBLIGATED TO ATTEMPT TO CONTACT THE TENANT AT THE LAST ADDRESS GIVEN BY THE TENANT. BE SURE THESE OTHER ADDRESSES ARE FORWARDED TO BOTH THE OWNER(S) AND THE SAN FRANCISCO RENT BOARD.

This notice should be given to the owner(s) no later than 30 days after the day the tenant has vacated the property to be withdrawn. This notice can also be given to the San Francisco Rent Board, 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102 at any time.

January 19, 2017
(Date)

Andre Williams
(Signature of Tenant)

NOTE: EACH TENANT WHO IS INTERESTED IN RECEIVING NOTICE THAT THE ACCOMMODATIONS AT THIS ADDRESS ARE AGAIN OFFERED FOR RENT OR LEASE MUST FILE A SEPARATE NOTICE OF INTEREST IN RENEWED ACCOMMODATIONS.



**SAN FRANCISCO
PLANNING DEPARTMENT**

1650 Mission Street, Suite 400 • San Francisco, CA 94103 • Fax (415) 558-6409

NOTICE OF PUBLIC HEARING

Hearing Date: **March 8, 2018**
 Time: **Not before 1:00PM**
 Location: **City Hall, 1 Dr. Carlton B. Goodlett Pl., Room 400**
 Case Type: **Conditional Use Authorization (CUA)**
 Hearing Body: **Planning Commission**

PROPERTY INFORMATION	APPLICATION INFORMATION
Project Address: 1805 Divisadero Street Cross Street: Pine and Bush Streets Block/Lot No.: 1049/058 Zoning District: NC-2, Neighborhood Commercial, Small-Scale	Case No.: 2017-008121CUA Building Permit: 2017.06.20.9883 Applicant: Stuart Schmidt 983 University Avenue, 104C Los Gatos, CA 95032 E-Mail: sscmidt@smwb.com

PROJECT DESCRIPTION

Request for **Conditional Use Authorization**, pursuant to Planning Code Sections 303, 317, and 711 to legalize the removal of an unauthorized dwelling unit on the second floor. The project would convert the approximately 2,250 square foot, four-bedroom, one-bath unauthorized unit to a Retail Sales and Service (Gym) use within the NC-2 (Neighborhood Commercial, Small-Scale) Zoning District and 40-X Height and Bulk District.

A Planning Commission approval at the public hearing would constitute the Approval Action for the project for the purposes of CEQA, pursuant to San Francisco Administrative Code Section 31.04(h).

ADDITIONAL INFORMATION

ARCHITECTURAL PLANS: If you are interested in viewing the plans for the proposed project please contact the planner listed below. The plans of the proposed project will also be available one week prior to the hearing through the Planning Commission agenda at: <http://www.sf-planning.org>

Members of the public are not required to provide personal identifying information when they communicate with the Commission or the Department. All written or oral communications, including submitted personal contact information, may be made available to the public for inspection and copying upon request and may appear on the Department's website or in other public documents.

FOR MORE INFORMATION, PLEASE CONTACT PLANNING DEPARTMENT STAFF:

Planner: **Matthew Dito** Telephone: **(415) 575-9164** E-Mail: matthew.dito@sfgov.org

GENERAL INFORMATION ABOUT PROCEDURES

HEARING INFORMATION

You are receiving this notice because you are either a property owner or resident that is adjacent to the proposed project or are an interested party on record with the Planning Department. **You are not required to take any action. For more information regarding the proposed work, or to express concerns about the project, please contact the Applicant or Planner listed on this notice as soon as possible.** Additionally, you may wish to discuss the project with your neighbors and/or neighborhood association as they may already be aware of the project.

Persons who are unable to attend the public hearing may submit written comments regarding this application to the Planner listed on the front of this notice, Planning Department, 1650 Mission Street, Suite 400, San Francisco, CA 94103, by 5:00 pm the day before the hearing. These comments will be made a part of the official public record and will be brought to the attention of the person or persons conducting the public hearing.

Comments that cannot be delivered by 5:00 pm the day before the hearing may be taken directly to the hearing at the location listed on the front of this notice. Comments received at 1650 Mission Street after the deadline will be placed in the project file, but may not be brought to the attention of the Planning Commission at the public hearing.

BUILDING PERMIT APPLICATION INFORMATION

Pursuant to Planning Code Section 311 or 312, the Building Permit Application for this proposal may also be subject to a 30-day notification of property owners and residents within 150-feet of the subject property. **This notice covers the Section 311 or 312 notification requirements, if required.**

APPEAL INFORMATION

An appeal of the approval (or denial) of a **Conditional Use application** and/or building permit application associated with the Conditional Use application may be made to the **Board of Supervisors within 30 calendar days** after the date of action by the Planning Commission pursuant to the provisions of Section 308.1(b). Appeals must be submitted in person at the Clerk of the Board's office at 1 Dr. Carlton B. Goodlett Place, Room 244. For further information about appeals to the Board of Supervisors, including current fees, contact the Clerk of the Board of Supervisors at (415) 554-5184.

An appeal of the approval (or denial) of a **Building Permit Application** by the Planning Commission may be made to the **Board of Appeals within 15 calendar days** after the building permit is issued (or denied) by the Director of the Department of Building Inspection.

Appeals must be submitted in person at the Board of Appeal's office at 1650 Mission Street, 3rd Floor, Room 304. For further information about appeals to the Board of Appeals, including current fees, contact the Board of Appeals at (415) 575-6880.

Pursuant to California Government Code Section 65009, if you challenge, in court, the decision of an entitlement or permit, the issues raised shall be limited to those raised in the public hearing or in written correspondence delivered to the Planning Commission prior to, or at, the public hearing.