



SAN FRANCISCO PLANNING DEPARTMENT

Memo to the Planning Commission Conditional Use

Hearing Date: July 9, 2020

CONTINUED FROM: March 5, 2020; JUNE 11, 2020

Record No.: 2019-000013CUAVAR
Project Address: 552- 554 Hill Street
Zoning: RH-2 (Residential, House, Two-Family) Zoning District
40-X Height and Bulk District
Block/Lot: 3622/065
Project Sponsor: Sarah Hoffman
Zacks, Freedman & Patterson, PC
235 Montgomery Street, Suite 400
San Francisco, CA 94104
Staff Contact: Cathleen Campbell – (415) 575-8732
Cathleen.campbell@sfgov.org
Recommendation: **Disapproval**

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BACKGROUND

At the March 5, 2020 Planning Commission hearing, the Planning Commission continued the request for Conditional Use Authorization, as initiated by the project sponsor. Prior to the hearing, March 5, 2020, the project sponsor informed staff of a tenant within the unpermitted relocated unit. Staff requested proof of tenancy and for the Conditional Use applications to be updated. Enforcement staff confirmed unit vacancy through a site visit prior to submittal of the Conditional Use Application. Prior to the June 11th, 2020 Commission hearing, a letter from the tenant was emailed to the Commissioners by the Project Sponsor. At the June 11th, 2020 Planning Commission hearing, a motion for continuance by the Commission was granted, by request of the project sponsor, due to the property owner's medical emergency. Since the continuance from the June 11th, 2020 hearing, the sponsor has provided the tenant lease agreement, an updated Priority General Plan Policies Findings, and updated Dwelling Unit Removal: Merger, Informational and Supplemental Application Packet. The project sponsor requested the reconsideration for Recommendation for Denial by the Planning Department based on the tenant occupancy.

TENANCY TIMELINE

February 14, 2018 - Anonymous complaint filed/MLS Listing
March 28, 2018 - Notice of Enforcement
August 15, 2018 - Enforcement Planner Site Visit
June 7, 2018 - Notice of Violation
June 15, 2018- Notice of Violation Appealed
January 9, 2019 – Enforcement Planner Site Visit- Confirmed Vacancy within Unpermitted Relocated Unit
April 17, 2019 – Notice of Violation Appeal Hearing Placed on Hold
March 8, 2019 - CUA Filed – Applications State unit Vacant
March 25, 2019 - Tenant Lease Signed
January 29, 2020 - Variance Filed

March 5, 2020- Planning Commission Hearing Continued by request of Project Sponsor due to tenant

June 2, 2020- Letter from tenant provided

June 11, 2020- Planning Commission Hearing Continued by request of Project Sponsor due to owner medical emergency

ANALYSIS & RECOMMENDATION FOR DENIAL

The Planning Department does not change the Recommendation for Denial despite the lease of the unauthorized unpermitted relocated unit. The property owner leased the unauthorized relocated unit after the Notice of Violation was issued and after the Conditional Use application was filed. The unpermitted relocated unit is substandard to the Planning Code. The removed and relocated unit no longer has access to the rear yard common open space and does not face onto a qualifying open area meeting minimum exposure dimensions. A variance is being sought from the open space requirement (Planning Code Section 135) and exposure requirement (Planning Code Section 140). The Zoning Administrator will consider the variance request following the Planning Commission's consideration of the request for Conditional Use Authorization. In order for the unauthorized relocated unit to be legalized, both the Conditional Use Authorization and Variances must be granted. If either the Variance Request or Conditional Use Authorization is denied the unit may not be legalized as proposed. The unpermitted relocated unit may not be converted into an Accessory Dwelling Unit. If the project is denied, the applicant may continue to pursue the Notice of Violation appeal. If the Notice of Violation appeal is denied, the applicant must abate the violation. A proposal for violation abatement has not been discussed with Planning.

POSSIBLE VIOLATION ABATEMENT AND TENNANT RELOCATION

If the legalization and appeal is denied, the applicant may abate the violation by restoring the residential flats in the last permitted configuration or propose an alternative code compliant layout. The applicant may restore the last permitted configuration by restoring the separation between the unit entryways at the second floor, restoring the kitchen on the third floor, removing the kitchen at the ground floor, and installing a double lock hotel elevator door at the third floor to prevent connection between units. The Planning Department does not regulate tenant displacement or tenant rights. If the legalization and appeal is denied and the applicant abates the violation by restoring the residential flats in the last permitted configuration the owner may choose to relocate the existing tenant to either restored residential flat.

PLANNING APPROVAL OF UNIT RELOCATION

Plans on file for permit 2003.12.31.3258 do not include the removal and relocation of the third floor residential flat. In 2003 a dwelling unit removal would have required a Mandatory Discretionary Review, per Planning Commission Resolution No. 16053. The unpermitted relocated unit does not meet the Planning Code. The building and deck were expanded into the rear yard without permit or approval by Planning. In 2003, the relocated unit would have required Variances for Open Space and Exposure. The unpermitted building and deck expansions would have required a rear yard Variance and Planning Code Section 311 Neighborhood Notice. In 2003, Planning reviewed interior reconfigurations. A Notice of Special Restrictions remain on the property, dedicating the ground floor habitable space to the second floor residential flat and restricting the conversion into a separate dwelling unit.

ADDITIONAL ATTACHMENTS:

Project Sponsor Updated Brief

Letter from Unpermitted Relocated Unit Tennant

Letter from John Rohosky
Tenant Lease Agreement
Updated Priority General Plan Policies Findings
Updated Dwelling Unit Removal: Merger, Informational and Supplemental Application Packet
Commission Resolution No. 16053
Notice of Special Restrictions
Notice of Violation
Notice of Enforcement
MLS Listing March 27, 2018
Enforcement Planner Site Visit Photos January 9, 2019
Notice of Violation Appeal Documents

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March 6, 2019

VIA EMAIL AND HAND DELIVERY

President Myrna Melgar
San Francisco Planning Commission
1650 Mission Street, Suite 400
San Francisco, CA 94103

Re: 552-554 Hill Street, San Francisco
Application for Conditional Use Authorization: **Filed Under Protest**

Dear President Melgar and Planning Commissioners:

The Applicant, Robert Roddick, is a former San Francisco firefighter who sustained serious spinal injuries in the line of duty. In 2006, he obtained permits to make ADA upgrades to his property at 552-554 Hill Street (the "Property") to install a wheelchair-accessible elevator (the "Project"). The Project also involved reconfiguring the building, by relocating the two units at the Property. Due to an apparently missing permit, the 2006 unit reconfiguration resulted in an NOV being issued in 2018. This Conditional Use Authorization has been filed to abate the NOV and ensure that the conditions at the Property are correctly documented.

A Certificate of Final Completion and Occupancy was issued on March 29, 2006 for the Project (the "CFC"). Mr. Roddick believed that his contractor had obtained all the required permits. Indeed, different building, plumbing, and electrical permits were approved for the Project. The permit that appears to be missing from the DBI records is a permit to move a kitchen from the third floor of the Property to the first floor, which changed the unit configuration. It is unclear why this permit is missing, but it would have been required for the CFC to be issued.

All of the work associated with the Project occurred, and the CFC was issued, before Planning Code § 317 was enacted in April 2008 (Ord. 69-08). The current version of the Planning Code requires Conditional Use Authorization for a residential merger. A residential merger occurs when a unit in a building is enlarged "while substantially reducing the size of others by more than 25% of their original floor area, even if the number of units is not reduced." (§ 317(b)(7).)

A Conditional Use Authorization should be granted here, because it relates to permitted work that predates § 317, and preserves the ADA-accessible unit at the Property.

Factual Background

The Property contains three floors and two units. Originally, the lower unit (552 Hill Street) occupied the first floor and second floor, and the upper unit (554 Hill Street) occupied the third floor.¹ In or around 1984, the first floor was lawfully expanded to add two bedrooms, a family room, and a bathroom (BPA No. 8312504).

From 2003 – 2006, Mr. Roddick’s contractors performed interior renovations to add an elevator at the Subject Property. This work was necessary due to the degenerative spinal injuries Mr. Roddick sustained during his service as a San Francisco firefighter. On the advice of his doctor, Mr. Roddick applied for permits to install an elevator and reconfigure the Property, to ensure that he would be able to continue living there as his spinal condition progressed. The Building and Fire Codes do not allow a private elevator to connect two separate units in a building. This meant the only feasible route for installation of a residential elevator was to reconfigure the Subject Property.

As part of the Project, a kitchen was relocated from the third floor unit to the first floor. This changed the unit configuration, so that the upper unit occupied the second and third floors, and the lower unit occupied the first floor. Numerous building, plumbing, and electrical permits were issued for this work. The Project was inspected by DBI and the CFC was issued on March 29, 2006. The CFC identifies the Subject Property as 552-554 Hill Street, with three stories, two dwelling units, and two cooking facilities. At the time the CFC was issued, the only cooking facilities at the Subject Property were located on the first floor and the second floor – in their present configuration.

Importantly, an inspection undertaken in October 2018 by the District Electrical Inspector and the Senior Electrical Inspector Paul Ortiz found that the electrical elements in the lower unit at the Property – including the kitchen wiring – were all installed prior to the issuance of the CFC. This means that the CFC was issued based on the unit configuration that currently exists, and it was inspected prior to the issuance of the CFC.

As part of the Project, the second and third floors of the Property, comprising the upper unit and the garage, were connected by the newly-installed elevator. The first floor unit had two bedrooms, a kitchen, full bath, laundry, and independent access to the street. No tenants were

¹ For clarity, this letter refers to the ground/basement level as the “first” floor, the middle level as the “second” floor, and the top level as the “third” floor. The permits and plans for the Subject Property refer to the bottom level as, variously, the “ground” or “basement” floor; the middle level as the “first” floor; and the top level as the “second” floor.

displaced as a result of the Project, and the lower unit was rented from 2006 through 2017. There is no history of evictions at the Property.

On March 28, 2018 the Planning Department issued a Notice of Enforcement, alleging that Mr. Roddick had merged the two units at the Property and added a “third smaller unit in the rear yard.” The only structure in the rear yard of the Property is a small greenhouse with a depth of two feet. It has never been used as a separate unit, or represented to be a unit.² The second unit at the Property is the two-bedroom unit on the first floor, and has been since 2006. After the Notice of Enforcement was issued, Mr. Roddick clarified this with Planning staff.

However, on June 7, 2018, Planning issued a Notice of Violation, alleging violations of San Francisco Planning Code §§ 317(b)(7), 317(c), and 171. In particular, the NOV alleged that “replacement unit” at the lower level is “more than 25% smaller than either of the original flats. Under Planning Code § 317(b)(7) in its current form, a residential merger arises when a unit in a building is enlarged, “while substantially reducing the size of others by more than 25% of their original floor area, even if the number of units is not reduced.” Conditional Use Authorization is now required for a residential merger, although § 317 predates the Project.

Conditional Use Authorization Should Be Granted

This is an unusual case because it involves the retrospective application of the current Planning Code to work that was completed thirteen years ago, and signed off by DBI with a CFC. The NOV alleges a breach of Planning Code § 317 because the unit on the first floor is “more than 25% smaller than either of the original flats” at the Property. However, the Project was completed and the CFC issued prior to the enactment of Planning Code § 317.

It appears that either Mr. Roddick’s contractors did not obtain all the necessary permits for the Project, or that a permit has been misplaced in the City’s records. Six of the nine building permits associated with the Project were not entered into the DBI database as “complete” until 2016, despite the fact that final inspections had occurred, so it appears there may have been some gaps in how these permits were logged. In any case, at the time the units were reconfigured, § 317 did not exist, and no Conditional Use Authorization would have been required.

The impetus for the Project was the need to install an ADA elevator. Mr. Roddick’s contractor applied for permits for the Project, and it must have been clear to DBI field inspectors that the Project included reconfiguration of the units. The recent inspection conducted by the

² It appears that a misunderstanding arose from the fact there is a “552” on the greenhouse. There is a simple explanation for this: when new address numbers were installed at the front of the house, Mr. Roddick kept the old numbers, placing the “552” on the greenhouse and “554” over the cat door.

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District Electrical Inspector and Senior Electrical Inspector Paul Ortiz confirmed that the electrical work in the first floor kitchen was completed before the CFC was issued in March 2006. That is, the CFC was issued based on the current unit configuration.

Given that the Project was completed and signed off in 2006, it could not have violated § 317 at that time. Moreover, as § 317 did not exist in 2006, there would have been no reason for Mr. Roddick or his contractor to obscure the fact that the Project involved a unit reconfiguration. At every stage of the Project, Mr. Roddick acted in good faith and in the belief that his contractors had obtained all necessary permits. If any issues with the Project had been identified before the CFC was issued, such issues could have been rectified without the need for a Conditional Use application.

Mr. Roddick has submitted this Conditional Use Application to abate the NOV and ensure that all the work at the Property is documented as being legally completed. Due to an oversight by either the contractor or DBI, the permits from 2003-2006 do not explicitly refer to the kitchen relocation work (although one of the permits does refer to the “basement” unit). As the relevant permit and plans cannot be found, the only way to correct the record is to file this Application to create a record of the conditions at the Property, as built in 2006.

The Planning Department has taken the position that had this work been completed after § 317 was enacted, it would have constituted a residential merger. Absent clear legislative intent, § 317 cannot be applied retrospectively to work that was approved by DBI before its enactment. (Western Security Bank v. Superior Court (1997) Cal.4th 232, 243.) However, Mr. Roddick has agreed to work with Planning staff and file this application in order to resolve this issue.

In its current configuration, the Property currently contains one owner-occupied, wheelchair-accessible unit, and one naturally affordable unit. Preserving the Property in this configuration will preserve both accessible and affordable housing, in a City that needs both. Mr. Roddick respectfully requests that the CU Application be granted.

Very truly yours,

ZACKS, FREEDMAN & PATTERSON, PC



Ryan J. Patterson
Attorneys for Robert Roddick

To Whom It May Concern:

My name is Eric Mikuski. My housemate Ritesh Mewalal and I have been living at 552 Hill Street since May 2019.

552 Hill Street is a high quality unit. We have plenty of access to light and air, via a front facing operable window in the living room and the rear-facing, operable windows in both bedrooms. We have a good-sized kitchen, a separate living room, and a full bathroom. We also have ample access to outdoor space, with Dolores Park only a few blocks away.

We enjoy living in Noe Valley and near the Castro, and this unit is relatively affordable for a two-bedroom apartment in this area. If we had to move out, it would be difficult to find a comparable apartment in this neighborhood.

Bob has been a great landlord and we want to keep living here. We are concerned that if the Planning Commission denies Bob's application, he will be required to do disruptive construction work and make changes to our unit.


We do not want our unit to be relocated elsewhere at the property, or for our kitchen to be removed. Similarly, we don't want to have a larger, two-story unit, which would be much bigger than what we need and would not be affordable.

We also are very concerned about construction work taking place at the property (or temporarily displacing us), especially with the Shelter-In-Place order limiting our ability to go out.

Please grant Bob's Conditional Use application, so that we can remain in our home without disruption.

Sincerely,


Eric Mikuski


Ritesh Mewalal

John Rohosky AIA, Architect
5214F Diamond Heights Boulevard #223
San Francisco, CA 94131

June 5, 2020

San Francisco Planning Commission
c/o Cathleen Campbell
1650 Mission Street #400
San Francisco, CA 94103

Re: 552-554 Hill Street: 2019-000013CUAVAR

Dear President Koppel and Members of the Planning Commission:

I am writing in support of Bob Roddick's Conditional Use Authorization application to document the existing conditions at 552-554 Hill Street (the "Property"). I am a licensed architect with 48 years' experience practicing in San Francisco. I am familiar with the Property, having been involved with projects at the Property since the 1980s. I've known Bob and his family for many years.

In the early 1980s, I was the architect of record for the project to expand the first floor (Basement Level) at the Property. This project included the addition of three bedrooms, and a family room at the basement level. The project involved digging out the basement floor to provide adequate headroom, foundation work, and new concrete slab with drainage underneath. (BPA No. 8312504.) As part of this work, lightwells and operable windows were provided for the bedrooms, so as to meet light and exposure requirements.

In 2003-2006, I oversaw the work to install an elevator at the Property. I drafted the plans and obtained the permits for this work. As part of this project, we also reconfigured the units at the Property. Specifically, we relocated a kitchen from the third floor unit to the first floor. This changed the unit configuration, so that the upper unit occupied the second and third floors, and the lower unit occupied the first floor. The units were reconfigured and an elevator installed to accommodate disabled San Francisco firefighter owner Bob Roddick's multi-spinal disc injury.

Numerous building, plumbing, and electrical permits were issued for this work, including:

- 448241, for the installation of two new gas meters – one for the first floor unit at 552 Hill Street, and one for the upper floors at 554 Hill Street.
- E200503344610, for the installation of electrical wiring for the new kitchen at the first floor.
- BPA No. 200505313771, for the installation of heaters in the basement ground floor unit (first floor) at 552 Hill Street.

To the best of my knowledge all necessary permits had been obtained for this project. Throughout the entire process, each step of the construction was accomplished under the direct scrutiny and observation of DBI inspectors. The DBI inspectors signed off each permit. I was present at most of the inspections and the inspectors could see that the kitchen had been relocated at the Property. At no point did City staff advise that additional permits were required for this work. Had we been informed of this, we would of course have applied for any necessary permits. To the best of my knowledge the project met all Code requirements in force at the time.

Furthermore, in my experience, in the 2003 – 2006 timeframe the Planning Department did not review interior modifications unless the occupancy or use was changed. In the Roddicks' case, the occupancy or use was *not* changed. Before the elevator work, there were two units at the Property. After the elevator work, there were still two units. Importantly, this work pre-dated the enactment of section 317 of the Planning Code. No Conditional Use Authorization would have been required for the internal reconfiguration of the two units at the Property.

The CFC for the Project was issued on March 29, 2006. The CFC identifies the Subject Property as 552-554 Hill Street, with three stories, two dwelling units, and two cooking facilities. At the time the CFC was issued, the only cooking facilities at the Subject Property were located on the first floor (Ground Level) and the second floor – in their present configuration.

This was an RH-2 (2 residential units) in 1922, in 1983-84, in 2003 – 2006, and now today in 2020 it is still an RH-2 building containing two residential units.

I am shocked that Bob is facing this enforcement action more than fifteen years after the work at the Property was approved and signed off by DBI. Along with the contractors we took out 16 permits to do the work, internally reconfiguring the two units in his building. To be clear: this was an internal reconfiguration of two existing units. There always were and still are two separate living units. Bob is an upstanding citizen who has devoted his life to serving the Noe Valley Community. It is troubling that he is now being accused of doing this work without a permit and of eliminating a residential unit.

I ask that the Planning Commission approve this Conditional Use Authorization to document the existing conditions at the Property.

John Rohosky AIA Architect
john@rohoskyarchitect.com
Mobile: 415-370-3070

Date: June 5, 2020

SFAA RESIDENTIAL TENANCY AGREEMENT

1. INTRODUCTION: ROBERT T RODDICK REVOC TRUST

("Owner") rents to ERIC MIKUSKI & RITESH MEWALAL

("Tenant") and Tenant agrees to rent 552 HILL STREET
SAN FRANCISCO, CA 94114

Security Deposit:	\$	██████████
1 Month Rent:	\$	██████████
Other:	\$	
TOTAL DUE AT LEASE SIGNING:	\$	██████████

California, (the "Premises"). No other portion of the building (the "Building") where the Premises is located is included for lease unless expressly provided for in this Residential Tenancy Agreement (the "Agreement"). The Premises is provided as Unfurnished or Furnished (see attached Furniture Inventory). The appliances provided at inception of the tenancy are described as: REFRIGERATOR, DISHWASHER, STOVE/OVEN & MICROWAVE

The Premises is a 2 BEDROOM unit. No conversion of, nor any attempt to convert any other room to a bedroom is permitted, nor will any such
(Studio, IBR, etc.)

conversion change the definition of the unit for purposes of establishing the type of unit under the provisions of the Rent Ordinance, despite or regardless of the Owner's inaction or consent to such conversion.

2. **TERM:** The term of this rental shall begin on 06/01/2019 and end on 05/31/2020. This Agreement shall be effective on the last date executed by all parties, or on the date that Owner delivers possession of the Premises to Tenant, whichever occurs first.

3. **PHYSICAL POSSESSION:** If Owner is unable to deliver possession of the Premises at the commencement of the term, Owner shall not be liable for any damage caused thereby, nor shall this Agreement be void or voidable, but Tenant shall not be liable for any rent until possession is delivered.

4. **RENT:** The initial monthly base rent for the Premises shall be US ██████████. All rent is due and payable in advance on the 1st day of each and every month (the "Due Date") without offsets, deductions or credits. All rent shall be payable to Owner, or Owner's designated representative. Tenant agrees always to pay rent by personal check, cashier's check, money order or online if online payments are made available by Owner, and not use cash unless specifically requested by Owner. Rent shall be paid to Owner, or Owner's designated representative, at the following address: ROBERT RODDICK, 554 HILL STREET, SAN FRANCISCO, CA 94114 during normal business hours, or at such other place designated by Owner. Rent for any partial month shall be pro-rated at the rate of 1/30th of the monthly rent per day.

The tenancy did not start on the first day of the month; therefore Tenant shall pay the following during the first months of the tenancy:
One month's rent at move-in: \$ ██████████. Prorated rent of \$ ██████████ will be due on 05/24/2019.
Thereafter Tenant shall pay the full monthly rent on the 1st day of each month.

In the event of roommates, or another form of multiple occupancy, Tenant understands and agrees that rent shall be paid with a single payment and that it is up to Tenant to collect individual checks independently in order to submit a combined single payment. Tenant bears the risk of loss or delay of any payment made by mail. Owner must receive mailed rent payments on or before the Due Date. Owner may apply any payment made by Tenant to any obligation of Tenant to Owner notwithstanding any dates or other direction from Tenant that accompanies such payment. Any attempt by Tenant to allocate a payment in any other way shall be null and void, including the use or application of a restrictive endorsement on the face of any check. Owner will accept rent payments only from the actual Tenant(s). No third party checks will be accepted, nor shall Owner be liable to Tenant in any way as a result of refusing any third party check. Should Owner elect to accept a third party check such acceptance shall not be construed as a waiver of this provision, nor shall acceptance of the third party payment be deemed as acceptance or acknowledgment of any third party or roommate as a tenant of Owner. Acceptance of rent by Owner or Owner's agent from anyone other than Tenant shall not create or establish a relationship between Owner and that third party. Rent tendered by a third party shall be deemed rent tendered on behalf of Tenant only and not on behalf of the third party, regardless of whether it contains a restrictive endorsement. If Tenant pays online or by direct deposit, such payment shall be deemed to come from Tenant regardless of the source of the payment. In addition, payment online or by direct deposit may be rejected or returned by Owner during the pendency of any legal action, or in anticipation of a legal action. Failure or refusal by Tenant to cash Owner's rent refund check shall not defeat Owner's rejection of the rent being refunded.

5. **SECURITY DEPOSIT:** Before the commencement of the term, Tenant shall pay a security deposit of US ██████████ (the "Security Deposit") for the purposes set forth in Civil Code Section 1950.5. No trust relationship between Owner and Tenant is created because of the Security Deposit and Owner may commingle the Security Deposit with other funds of Owner. Owner may retain such amounts of the Security Deposit as allowed by law including, but not limited to, amounts required to remedy future defaults by Tenant in any obligation under this Agreement to restore, replace, repair or return personal property or appurtenances, exclusive of ordinary wear and tear. Owner shall, within the time period allotted by law, refund any balance after such deductions to Tenant after Tenant has vacated the Premises. Tenant shall not be deemed to have vacated the Premises for purposes of this Paragraph until a) Tenant returns to Owner all keys to the Premises, and b) Tenant has surrendered the Premises to Owner free and empty of all persons claiming any right to possess the Premises. Any balance of the Security Deposit and an accounting of any deductions therefrom will be mailed to Tenant at the Premises unless Tenant provides, in writing to Owner, a mailing address to which the balance, if any, of the Security Deposit and the accounting should be sent. Owner's check or other payment refunding any balance of the Security Deposit may be made in the name of any or all of the original Tenants regardless of the party who in fact made the deposit and regardless of the identity of the persons then occupying the Premises. Tenant may not apply the Security Deposit, or any portion thereof, to the last month's rent.

EM RM

If required by law, Owner shall pay to Tenant simple interest as directed by such law, less deductions, on the amount currently held as a Security Deposit less any lawful deductions or off-sets, provided this tenancy does not terminate before the Security Deposit has been held for one (1) year. Said payment of interest shall be made once a year commencing with the date the Security Deposit has been held for a year. Upon Tenant's surrender of the Premises, if the Security Deposit is insufficient to remedy Tenant's default in rent, to repair damages caused by Tenant, or to clean the Premises, Owner may use from the accrued unpaid interest such amounts as are necessary for those purposes. Accrued unpaid interest or balance thereof, if any, shall be mailed to Tenant at Tenant's last known address in the same manner as any refund of the Security Deposit. Failure by Owner to pay interest, if required by law, shall not constitute a defense in any unlawful detainer action.

Owner may increase the Security Deposit up to the maximum allowed by law at any time with lawful notice. The parties agree that the Security Deposit is not rent and therefore not subject to any local rent control law.

If Owner applies any portion of the Security Deposit to any obligations of Tenant at any time during the tenancy, Tenant must, upon thirty (30) days written notice, reinstate the Security Deposit to its full original amount. Owner may apply the Security Deposit during the term of the tenancy for any purpose allowed by law, and in such case, upon thirty (30) days written notice to Tenant, Tenant shall restore the Security Deposit to the full amount provided herein.

In the event of a change of roommates, if such change is allowed by law or by the written consent of Owner, the remaining Tenant assumes sole responsibility for the condition of the Premises. The eventual return of the Security Deposit upon termination, and interest payments if any are required, will be directed solely to the Tenant as named herein.

6. FAILURE TO PAY: Pursuant to Civil Code Section 1785.26, Tenant is hereby notified that a negative credit report reflecting on Tenant's credit record may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of their credit obligations, such as the financial obligations of this Agreement.

7. LATE PAYMENTS: Tenant and Owner agree that Owner will sustain costs and damage as a result of any late payment of rent but that it will be impracticable or extremely difficult to fix the actual damage. Therefore, the following sum represents a reasonable and fair estimate by Owner and Tenant of the actual damage that would be sustained. Tenant agrees to pay a late charge equal to US \$100.00 for any payment of rent not received by Owner within 0 calendar days of the Due Date. The provision for payment of a late charge does not constitute a grace period, and Owner may serve a *Three-Day Notice to Pay Rent or Quit* on the day after the Due Date. Owner and Tenant agree that Tenant paying rent late on three

(3) separate occasions within any twelve (12) month period shall constitute habitual late payment of rent and may be considered a just cause for eviction. Payment of the late charge does not cure the late payment for purposes of establishing habitual late payment of rent. The late charge shall be imposed for failure to pay any portion of the rent, including those portions allocated to parking, storage or any other service of tenancy. Such charges shall be immediately due and payable upon notice to Tenant. Failure to immediately pay the charges shall constitute a default under the terms of this Agreement. Payment or collection of a late fee, even if coupled with a rent remittance, shall not constitute a defense in an unlawful detainer action.

8. RETURNED CHECKS: Tenant and Owner agree that Owner will sustain costs and damage as a result of a check which is not honored by the bank on which it is drawn, for any reason, but that it will be impracticable or extremely difficult to fix the actual damage. Therefore, the following sum represents a reasonable and fair estimate by Owner and Tenant of the actual damage that would be sustained. Tenant agrees to pay to Owner the additional sum of US \$ 100.00 as a reimbursement of the expenses incurred by Owner. A dishonored check shall constitute late payment of rent and shall be subject to the provisions of Paragraph 7 above regarding late payment, including but not limited to habitual late payment of rent. Such charges shall be immediately due and payable upon notice to Tenant. Failure to immediately pay the charges shall constitute a default under the terms of this Agreement. Payment or collection a charge for a dishonored check, even if coupled with a rent remittance, shall not constitute a defense in an unlawful detainer action.

Owner reserves the right, as allowed by law, to demand payment of rent by certified funds, cashier's check or money order for future payments in the event of any such returned check or any other monetary default by Tenant, and rent tendered in any other form may be refused by Owner. Nothing in this Paragraph shall limit other remedies available to Owner as a payee of a dishonored check. Owner and Tenant agree that three (3) returned checks in any twelve (12) month period shall constitute a frequent return of checks due to insufficient funds and may be considered just cause for eviction.

9. PARTIES TO AGREEMENT: This Agreement is between Owner and each named Tenant who is a signatory to this Agreement, individually and severally. Named signatory Tenants are jointly and severally responsible and liable for the performance of their obligations under this Agreement, including the payment of rent until such time as the tenancy in its entirety is terminated and the Premises is relinquished to Owner, regardless of whether any named Tenant occupies the Premises.

10. INDIVIDUAL LIABILITY: Each person who signs this Agreement, whether or not said person is or remains in possession of the Premises, shall be jointly and severally responsible and liable for the full performance of each and every obligation of this Agreement, including, but not limited to, the payment of all rent due and the payment of costs to remedy damages to the Premises, regardless of whether such damages were caused by Tenant, Tenant's guests, or Tenant's invitees. These joint and several liabilities apply for as long as any one of the Tenants remains in possession.

11. OCCUPANCY: Tenant(s) named in Paragraph 1 of this Agreement and no others is the only "original occupant" who took possession of the Premises pursuant to this Agreement. "Original occupant" can only be the person, or persons, who took occupancy of the Premises at the inception of the tenancy. All other persons who are not "original occupants" shall be considered "subtenants." Tenant may not have overnight guests on the Premises for more than fifteen (15) consecutive days or thirty (30) days in a calendar year, and no more than two (2) guests per bedroom at any one time. Persons staying overnight more than fifteen (15) consecutive days or more than thirty (30) days in any calendar year shall not be considered original occupants of the Premises. Tenant must obtain the prior written approval of Owner if an invitee or guest of Tenant will be present at the Premises for more than fifteen (15) consecutive days or thirty (30) days in a calendar year. Violation of the provisions of this Paragraph shall be deemed a substantial and material breach of this Agreement and is agreed to be a just cause for eviction. A person is not a guest when he or she provides any consideration to Tenant for the privilege of occupying the Premises or any portion thereof.

SM RM

12. INSPECTION OF PREMISES: Tenant agrees that furnishings, equipment, plumbing, heating and electrical systems including smoke and carbon monoxide detectors, where applicable, are operative and are deemed satisfactory unless Owner is notified in writing by Tenant to the contrary within 48 hours after Tenant occupies the premises. The failure by Tenant to provide such notification to Owner within 48 hours of occupancy shall be an acknowledgement by Tenant that the Premises is habitable and in good condition.

13. USE: The Premises shall be used as a permanent, full-time dwelling for residential purposes only and for no other reason. No retail, commercial, or professional use of the Premises shall be made, unless such use conforms to applicable zoning laws and the prior written consent of Owner is obtained in advance of such proposed use. As a condition for granting such permission, Owner may require that Tenant obtain liability insurance for the benefit of Owner. Tenant and Tenant's guests shall not use the premises, nor the Building or the property where the Premises is located, in violation of any law, statute, or ordinance. Use of the Premises for an Illegal Purpose shall constitute a substantial and material breach of this Agreement and shall be a just cause for eviction.

Tenant may not store or place any personal property outside of the Premises unless otherwise allowed by the terms herein, and Owner has the right to remove or dispose of any such improperly placed items without notice. Tenant shall refrain from storing gasoline, cleaning solvents or other flammable liquids or gases inside the Premises.

14. NUISANCE: Tenant and Tenant's guests shall not disturb, annoy, harass, or endanger any other tenants of the Building or the Building's neighbors. Tenant and Tenant's guests shall not commit waste or nuisance upon the premises, or in the Building or on the property in which the premises is located. This shall constitute a substantial and material breach of this Agreement and shall be a just cause for eviction.

15. SHORT-TERM RENTAL: Tenant is prohibited from offering all or part of the Premises for short-term rental, such as through AirBNB, VRBO, or other such sites or programs, regardless of any local laws that may be or have been enacted. Any advertising or on-line postings as well as actual rentals of the Premises to vacation or short-term guests shall constitute a material breach of this Agreement and shall be a just cause for eviction. Any person who is not a Tenant, as defined herein, who occupies any portion of the Premises, for any period of time whatsoever, for any compensation or consideration whatsoever (including, without limitation, the payment of money and/or trade and/or barter of other goods, services, or property occupancy rights) is NOT a guest, and such occupancy constitutes unauthorized subletting or assignment which is a substantial and material breach of this Agreement and shall be a just cause for eviction.

16. FINES AND PENALTIES: Tenant is responsible for any fines or other costs occasioned by violations of the law by Tenant or Tenant's guests on the Premises or property while Tenant is in possession. If any such fines or costs are levied against Owner, Tenant agrees to pay such fines or costs attributed to Tenant's tenancy or the conduct of Tenant, Tenant's guests or others at the Premises upon receipt of an invoice from Owner. The obligation to pay fines and costs assessed against Owner may be in addition to any fines or penalties assessed directly against Tenant.

17. ASSIGNMENT AND SUBLETTING:

Except as Owner is required to permit by law, Tenant may not assign this Agreement or sublet the Premises or any portion of the Premises. This obligation of Tenant is intended as a strict and absolute prohibition against subletting and assignment. Should the Premises ever be sublet or assigned for any reason, Owner reserves all rights under the Costa-Hawkins Rental Housing Act to adjust rent. Moreover, Owner shall not acknowledge, screen, approve, or otherwise communicate with any subtenant or assignee, and rent shall only be accepted from Tenant. Any subtenants/assignees, while not a co-tenant, must nevertheless honor and abide by every term of this Agreement. Should all original occupants who took possession of the Premises pursuant to this Agreement no longer permanently reside at the Premises, any subtenants or assignees remaining in possession will be bound by all terms of this Agreement and shall be responsible to pay the adjusted monthly rent.

Tenant will notify Owner in writing if and when the Premises is no longer the permanent place of residency or the principal place of residency of Tenant. Owner and Tenant hereby agree that should Tenant fail to so notify Owner, Owner shall be damaged monetarily as follows: The monthly rent differential between what Tenant was paying when Tenant no longer permanently resided at the Premises or used it as a principal place of residency and the fair market monthly rent for the Premises. Therefore, in such instances where Tenant withholds this information from Owner, Tenant shall be liable to Owner for this difference in rental value for each month from the time Tenant ceases using the Premises as a permanent or principal place of residence through the time that Owner adjusts the monthly rent to fair market value.

Tenant Initial Here: EM Tenant Initial Here: RM Tenant Initial Here: _____

18. SMOKING: Smoking of any substance is not permitted in the Premises or in any common area of the Building. Tenant shall inform his or her guests or invitees of this smoking prohibition. Any breach of this provision by the Tenant shall be deemed a material breach of the Agreement and may be just cause for eviction. Tenant shall promptly notify Owner in writing of any incident where smoke is migrating into the Premises from sources outside of the Premises.

Tenant is hereby informed that there may be rental units in the Building where smoking is permitted. Owner shall not be liable for any damages or injury to Tenant's health or personal property, or any other person's health or personal property, occurring on the Premises or any part thereof, in connection with the use of tobacco or tobacco products by any other resident or occupant in the Building. Tenant acknowledges that other residents in the Building may be permitted to smoke inside of their units. If Owner has exercised proper diligence in ascertaining and disclosing the location of other units where smoking is, or has been, permitted, this disclosure still may not be accurate either in whole or in part. Owner's designation and disclosure of non-smoking areas does not make Owner the guarantor of Tenant's health, or of the smoke free condition of the areas in which smoking is prohibited, or that the Building will be free from secondhand smoke. The tobacco smoke disclosure's accuracy is dependent in significant part on compliance by each residential tenant and any guests. Thus, while Owner has made every reasonable effort to ascertain and identify units where smoking is, will be, or has been permitted, this disclosure is not guaranteed or warranted to be accurate. As such, Tenant and Tenant's guests, invitees, and subtenants hereby hold Owner and Owner's agents harmless for any personal injury or property damage resulting from the disclosure of the use of or exposure to tobacco and tobacco products. This hold-harmless clause shall survive the termination of the tenancy and leasehold.

Local ordinances may restrict the use of e-cigarettes on the Premises.

EM RM

19. PETS: No pets are allowed in or about the Premises, or in the Building, or on the property in which the Premises is located, even temporarily or with a visiting guest, except as allowed by law or by the express written consent of Owner. Tenant is hereby informed that there may be rental units in the Building where animals are currently allowed or may be allowed in the future. Owner shall not be liable for any damages or injury to Tenant's health or personal property, or any other person's health or personal property, occurring on the Premises or any part thereof in connection with the presence of animals in or around the Building.

20. LIQUID-FILLED FURNITURE AND AQUARIUMS: Waterbeds, liquid-filled furniture and aquariums are prohibited. If the Premises is located in a structure for which the original Certificate of Occupancy was issued after January 1, 1973, then liquid-filled furniture may be permitted only upon written consent of Owner and acceptance of liability by Tenant. Owner may require completion of a Waterbed Agreement in the case of a waterbed, which shall become part of this Agreement.

21. ROOF/FIRE ESCAPES: Use of the roof and/or the fire escapes by Tenant, Tenant's guests, or Tenant's invitees is limited to emergency egress only. No other use is permitted, including but not limited to, the placement of personal property. No storage of any kind will be permitted on fire escapes or in other common areas. Owner reserves the right to remove any unauthorized personal property at any time without notice.

22. BALCONIES/PATIOS: Balconies and patios, if provided, are not to be used for storage of any kind, and only minimal outdoor furniture and potted plants with sturdy drip containers may be placed in these areas. Railings may not be used to hang towels, clothes or other items. Tenant shall be considerate of outward appearances and potential hazards in the use of said facilities. The California Fire Code PROHIBITS the use of charcoal grills, large propane grills, or other open-flame cooking devices in multi-family housing, and such usage is hereby prohibited anywhere in or about the Premises, in the Building, or in any backyard or garden areas of the property. There is an exception for electric grills or small propane grills (one pound or less of liquid fuel) on open balconies or patios only; however, the use of these devices must be approved by Owner, in writing, before usage is allowed to occur.

23. STORAGE:

No storage outside of the Premises is authorized, permitted, or provided under this Agreement. (If neither box in Paragraph 23 is checked, this provision applies.)

Storage is allowed pursuant to the attached Storage Agreement.

24. PARKING:

This Agreement does not provide for parking of any motor vehicle or motorcycle anywhere in or about the Premises, the Building, and/or the driveway(s). (If neither box in Paragraph 24 is checked, this provision applies.)

This Agreement does provide for parking. Tenant's right to park is governed by the attached Agreement to Rent Parking Space.

25. UTILITIES: Tenant shall pay directly for all utilities, services and charges provided to the Premises except for those listed as follows: _____
N/A

For utilities required to be paid directly by Tenant, Tenant must place all utilities in his or her name promptly. Tenant agrees to comply with any energy or water conservation, or utility-sharing programs implemented by Owner. Tenant understands that the rent paid by all Tenants is partially determined by the cost of utilities. Nothing contained herein prevents Owner from passing through to Tenant utility costs as provided by law. Tenant shall be provided access to the Building and the Premises for the installation of utility and communication lines and services as required by law and upon prior written consent by Owner. To the extent that any utilities, services and charges provided to the Premises are not paid by Tenant as set forth above, Tenant agrees to only use such utilities, services and charges provided to the Premises which are reasonably necessary for the ordinary comfort and safety of Tenant to reside in the Premises. Excessive use of such utilities, services and charges provided to the Premises shall constitute a material breach of this Agreement. Tenant may not charge any device, including vehicles, in Building common areas or in designated parking/storage spaces without Owner's express written consent. If a parking area is rented to Tenant for Tenant's exclusive use, Tenant may not use the electrical outlet to charge Tenant's vehicle unless Tenant has obtained the express written permission of Owner to do so. Owner's requirement to provide utility services shall be limited to what is required by local law.

26. INTERRUPTION OF SERVICES: Owner shall not be liable to Tenant or to any other person for damages, nor shall Owner be in default under this Agreement, for any interruption or reduction of utilities or services caused by someone other than Owner, or by Owner due to circumstances beyond Owner's reasonable control.

27. MAINTENANCE AND REPAIRS: Tenant shall, at Tenant's expense, at all times maintain the Premises, furnishings and appliances, if any, in a clean and good condition and shall surrender the same upon termination of tenancy in the same condition as received (excepting normal wear and tear). Tenant understands that Tenant is responsible for the cost of repair of all damages in or about the Premises whether caused by Tenant, Tenant's guests, or Tenant's invitees.

Tenant must keep doors and windows, and access to them, unobstructed and not block them with personal items or otherwise, and must maintain clear pathways into and through each room of the Premises. Tenant may not maintain the Premises in a manner that prevents necessary access through each room and to all doors and windows, inhibits necessary airflow, acts as a potential haven for pest and mold growth, creates a fire hazard, or prevents the Premises' rooms from being used for their intended purposes.

Tenant may not make any alterations to cable or telephone wiring (such as may occur when changing telecommunications providers or adding phone lines) without prior written consent of Owner or Owner's agent. The consent request regarding proposed alterations to inside wiring shall include the name, address, and telephone number of any new telecommunications provider. Tenant shall hold Owner harmless and indemnify Owner as to any mechanic's lien recordation or proceeding caused by Tenant. Tenant agrees to pay all costs resulting from the alteration and agrees to pay Owner any costs incurred as a result of restoring the inside wiring to the condition at the time of move-in, except for reasonable wear and tear.

Except in an emergency, maintenance and repair requests must be made in writing and delivered to Owner or Owner's agent. Such notice shall also be deemed permission to enter the Premises to perform such maintenance or repairs in accordance with Civil Code Section 1954. Tenant may not place any unreasonable restrictions upon such access or entry. The Premises shall be presumed to be in a safe and habitable condition unless and until Tenant provides written notice to the contrary and said notice is received by Owner.

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In the event that the Premises is provided with hardwood floors or other non-carpeted floor surfaces, Tenant hereby agrees to keep at least 80% of such areas covered with floor rugs or carpet. These covered areas shall include all hallways and other areas normally subject to foot traffic. It is also hereby understood that Tenant shall not change or replace any window coverings visible from outside the Premises or the Building without the prior written consent of Owner.

Plumbing: The cost of repairs or clearance of stoppages in waste pipes, drains, water pipes or plumbing fixtures caused by Tenant's negligence or improper use are the responsibility of the Tenant. Tenant shall reimburse Owner for the costs upon demand.

In the event that the Premises contains landscaping under the exclusive control of Tenant, Tenant shall be required to properly maintain the landscaping at all times during the tenancy. The failure to maintain landscaping shall constitute a breach of a material lease covenant. Tenant shall promptly advise Owner of any problems with the landscaping, including, but not limited to, dead grass, plants or tree limbs, insect infestations, discolored or yellowing foliage, and insufficient irrigation or leaks. Tenant may NOT delegate the responsibilities of this Paragraph to any person, including a contractor or other landscaping professional, without the prior written consent of Owner. Tenant shall comply with all water/drought restrictions.

Tenant acknowledges that the Premises and the Building from time to time may require renovations or repairs to keep them in good condition and repair and that such work may result in temporary loss of use of portions of the Building or the Premises and may inconvenience Tenant. Tenant agrees that any such loss shall not constitute a reduction in housing services, severance of housing services, or otherwise warrant a reduction in rent.

Tenant must communicate repair requests directly to Owner. Non-emergency repair requests from guests or subtenants shall not be processed; however, should Owner elect to process such repair or maintenance requests from persons other than Tenant, that election shall not create a direct relationship between Owner and the third party.

28. ALTERATIONS: Tenant shall not remodel, renovate, paint, refinish floors, or otherwise alter the Premises, common areas, or any other parts of the Building. Tenant shall not apply adhesive paper to any cabinets, walls, or doors; nor shall Tenant hang any plants, planters or lighting fixtures from ceilings or walls; nor shall Tenant tack, nail or glue any coverings to floors or walls without prior written consent of Owner. Tenant shall not install or operate any washing machines, clothes dryers, portable dishwashers, deep-freeze units or other appliances, pianos, or outside antennae on the Premises without prior written consent of Owner. No plants, planters or plant boxes may be placed directly on floors, carpets, window ledges or on fire escapes. Upon termination of tenancy, Owner shall have the option, at Owner's sole discretion, to require Tenant to restore the Premises to the original condition as received excepting normal wear and tear. All alterations, additions or improvements that Owner has not required Tenant to remove shall become Owner's property and shall be surrendered to Owner upon the expiration or earlier termination of the Agreement.

29. SATELLITE DISHES: Any Satellite Dish installations shall be subject to all of the following rules and conditions: a) Satellite Dish must be installed within the Premises or inside balcony railings or windows; b) Satellite Dish may not exceed one (1) meter in diameter; c) installation must comply with reasonable safety standards; d) installation must not damage Premises, Premises walls or other appurtenances; e) Tenant remains strictly liable for any injury or damage to persons or property caused by the Satellite Dish, and Tenant agrees to maintain sufficient liability coverage against any such injury or damage. Proof of such insurance must be provided to Owner, with Owner listed as an "Additional Insured," prior to approval of installation and upon each renewal of coverage.

30. LOCKS: Tenant shall not change any lock, alarm, or place additional locking devices upon any door or window of the Premises without the prior written consent of Owner. In the event of such installation, Tenant shall provide Owner with keys to such lock or device upon Owner's request. Any expense incurred by Owner as a result of Tenant's action, such as changing of locks, or consignment of keys, shall be reimbursed by Tenant upon demand. Once installed, an approved lock may not be removed even when the Premises is vacated. Keys to the Premises are the exclusive property of Owner. Tenant shall not consign keys to the Premises to any other person without the prior written consent of Owner. All keys must be returned to Owner when Tenant vacates. Tenant shall be charged for the cost of new locks and keys if all keys are not returned.

In the event that any keys to the Premises of the Building are lost or consigned, Tenant shall be liable for the entire cost of all key and lock replacement, at the discretion of Owner, as required for the security of the Premises, the Building, and Building occupants. This may include the costs of re-keying the entire Building if Owner, at Owner's sole discretion, deems such action is necessary.

Should Owner receive a request for access from a subtenant or guest of Tenant, Owner may, at Owner's discretion, grant access to the subtenant or guest if Tenant instructs Owner to do so. However, Owner's decision to accommodate this request shall not be deemed as an acknowledgment or approval of a sub-tenancy or subsequent occupancy of anyone other than Tenant.

31. DAMAGES TO PREMISES: If the Premises are damaged by fire, flood, earthquake, or from any other cause so as to render them uninhabitable and therefore destroyed, the tenancy is terminated, unless restored pursuant to law.

32. ENTRY AND INSPECTION: Owner shall have the right to enter the Premises pursuant to California Civil Code Section 1954. Owner shall give Tenant reasonable notice of the intention of Owner/Owner's agent to enter the Premises and shall enter only during normal business hours, unless otherwise agreed by Tenant. For purposes of this Paragraph, normal business hours shall be defined as 7:00 AM to 7:00 PM, every day of the week. Tenant may not place any unreasonable restrictions upon such entry. If, however, Owner reasonably believes that an emergency exists (such as a fire or flood) which requires immediate entry, such entry may be made without prior notice to Tenant.

If Tenant has, after written notice to cease, continued to deny Owner access to the Premises, as required by law, such failure is a substantial breach of this Agreement and is a just cause for eviction.

If the Premises or the Building is required by any government agency, lender or insurer to undergo inspections, repairs or alterations, Tenant agrees to cooperate fully with Owner so that all such inspections, repairs or alterations are made in as expeditious and efficient a manner as possible.

33. SMOKE DETECTION and CARBON MONOXIDE DEVICE(S): The Premises are equipped with functioning smoke and carbon monoxide detection device(s) as required by law, and Tenant shall be responsible for testing the device(s) weekly and immediately reporting any problems, maintenance or need for repairs to Owner. If battery operated, Tenant is responsible for changing the detector's battery as necessary. Owner shall have a right to enter the Premises to check and maintain the device(s) as provided by law. It is expressly understood that Tenant must not, at any time, disable or remove an installed detection device, and to do so shall be considered a material breach of this Agreement and will be a just cause for eviction.

EM RM

34. LEAD DISCLOSURE: Many homes and apartments built before 1978 have paint that contains lead (called lead-based paint). Lead from paint chips and dust can pose serious health hazards if not taken care of properly. The law requires that Tenant receive certain information before renting pre-1978 housing. By signing this Agreement, Tenant represents and agrees that Owner has provided Tenant with such information, including, but not limited to:
- EPA booklet entitled, "Protect Your Family From Lead In Your Home"

35. ASBESTOS: The Premises may contain asbestos or have original construction materials that contain asbestos. Asbestos is known to exist in the following locations: none

(Copies of available reports, if any, are attached hereto for your reference and information.)

Damaging or disturbing the surface of asbestos-containing materials (ACMs) may increase the risk of exposure. Therefore, Tenant and Tenant's guests, contractors, or invitees shall not allow any action which may, in any way, disturb ACMs or any part of the Premises that may contain asbestos or ACMs. Tenant shall notify Owner immediately if Tenant knows or suspects that an ACM has been disturbed or if Tenant becomes aware of any ACM that is showing signs of deterioration.

36. MOLD/MILDEW: Tenant agrees to maintain the Premises in a manner that prevents the occurrence and infestation of mold or mildew in the Premises, including the use of bathroom exhaust fans and/or opening windows as necessary to avoid moisture build-up. Tenant agrees to uphold this responsibility in part by complying with the list of responsibilities in the addendum entitled, "Mold Notification." By signing this Agreement, Tenant represents and agrees that Owner has provided Tenant with such information, including, but not limited to the attached Addendum—"Mold Notification."

37. HAZARDOUS MATERIALS DISCLOSURE: Pursuant to the regulations of Proposition 65, enacted by the voters of California, Owner hereby makes the following required disclosure: "Warning - The Premises contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm."

38. HOLD HARMLESS: Owner shall not be liable for any damages or injury to Tenant, or any other person, or to any property, occurring on the Premises or any part thereof, or in common areas thereof, unless such damage is the proximate result of the intentional or unlawful act of Owner, Owner's agents, or Owner's employees. Tenant shall indemnify, defend and hold Owner and Owner's agents harmless from all claims of loss or damage to property and of injury to or death of any person or persons caused by the intentional acts or negligence of Tenant, Tenant's guests, licensees, or invitees occurring in or about the Premises including other areas of the Building, adjacent sidewalks, streets, etc. Tenant hereby expressly releases Owner and/or Owner's agents from any and all liability for loss or damage to Tenant's property or effects whether in the Premises, garage, storerooms or any other location in or about the Premises, arising out of any cause whatsoever, including but not limited to rain, plumbing leakage, fire or theft, except in the case that such damage has been adjudged to be the result of the gross negligence of Owner, Owner's employees, heirs, successors, assignees and/or agents.

Owner is not responsible for the delivery, acceptance or receipt of, damage to or loss of, messages, packages, mail or other material left at entrances to the Building, the Premises, or elsewhere on the property.

39. ESTOPPEL CERTIFICATES: Tenant(s), and all persons holding under them, shall within five (5) days after receipt from Owner, sign and return to Owner a certificate, statement, or other such document signed by all occupants providing such information as Owner may reasonably request, under penalty of perjury, including, but not limited to, the amount of base rent currently paid, the names of each occupant and their respective initial dates of occupancy, the date of the last rent increase, the status of each occupant entitled to special benefits based on age, health, disability, income, or other criteria under any provision of the local rent laws or other applicable law, the identity of furniture or fixtures that belong to Tenant, whether the rent includes any parking space or storage space, and the amount of any security deposit or prepaid rent and whether interest on said deposit has been paid and through which date. In addition, Tenant shall disclose, upon request, any information that Tenant believes would prevent any purchase of the Premises or would prevent Owner or a potential owner from moving into the Premises. Failure to deliver the above described document within the five (5) days shall be a material breach of this Agreement.

40. INSURANCE/RENTER'S INSURANCE: Generally, except under special circumstances, OWNER IS NOT legally responsible for loss to the Tenant's personal property, possessions or personal injury, and OWNER'S INSURANCE WILL NOT COVER such losses or damages. In addition, if damage to Owner's property or an injury is caused by Tenant, Tenant's guest(s), invitees or child (children), Owner's insurance company may have the right to attempt to recover from Tenant(s) payments made under Owner's policy.

Tenant is required to maintain renter's insurance on a policy form commonly known as HO-4 throughout the duration of the tenancy that includes at a minimum: (1) Personal Liability coverage of at least US \$300,000.00 combined single limit per occurrence for Bodily Injury and Property Damage; (2) the Premises listed above must be listed on the policy as the "insured premises" of the Tenant insured; (3) Owner is listed as a Certificate Holder and, if acceptable to the insurance company, as an additional insured; and (4) the carrier must provide thirty (30) days' notice of cancellation or non-renewal to Owner, except for non-payment of premium for which ten (10) days' notice shall be given.

Tenant must provide proof of such insurance to Owner within thirty (30) days of the inception of the tenancy. In addition, Tenant must provide to Owner proof of insurance on an annual basis. The failure to abide by this covenant shall constitute a material breach of this Agreement and is a just cause for eviction.

The parties agree that the requirements of this paragraph are for the benefit of both the Tenant and the Owner.

41. MEGAN'S LAW: The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a data base of the locations of persons required to register pursuant to Paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code.

Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet website maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

EM RM

- 42. APPLICATION:** Any Rental Application or related form submitted by Tenant is incorporated herein as though set forth in full. Any misrepresentations contained therein shall be considered a material incurable breach of the Agreement and may be a just cause for eviction.
- 43. HOUSE RULES:** Tenant agrees to abide by any and all house rules, whether made known before or after the date of the Agreement, including, but not limited to, rules with respect to noise, odors, disposal of refuse and use of common areas. Tenant has read, understands and agrees to be bound by the existing House Rules attached to and made part of the Agreement.
- 44. NOWAIVER:** No failure of Owner to enforce any term of the Agreement will be deemed a waiver of that term or of any other term of the Agreement. The waiver by Owner of any term of the Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term of the Agreement, nor will any custom or practice which may develop between the parties be construed to waive or to lessen the right of Owner to insist upon performance by Tenant of all the provisions of the Agreement, or support a claim of detrimental reliance by Tenant. The specification in the lease of certain acts or omissions as bases for eviction shall not be construed as limiting the owner's rights to evict for any other reason allowed by applicable law. Owner's acceptance of a partial payment of rent will not constitute a waiver of Owner's right to the full amount due, nor will Owner's acceptance of rent paid late ever constitute a waiver of Owner's right to evict Tenant for habitual late payment of rent. **This covenant of the Agreement cannot be waived by Owner.**
- 45. CAPTIONS:** The captions in the Agreement are to assist the parties in reading the Agreement and are not a part of its terms or provisions.
- 46. INVALIDITY:** The invalidity or partial invalidity of any provision of the Agreement shall not render the remainder of the Agreement invalid or unenforceable. Violation by Tenant of any applicable ordinance or statute shall be deemed sufficient cause for termination of tenancy. Notwithstanding any other provision of the Agreement, each and every expressed term and condition is deemed material by the parties.
- 47. NON-RENT CONTROLLED JURISDICTIONS:** The Agreement may be used for housing that is subject to the provisions of the San Francisco Residential Rent Stabilization and Arbitration Ordinance ("Rent Ordinance"), or exempt from said law. No provision of the Agreement will in any way create rights for Tenant under the Rent Ordinance for any exempt rental premises, nor create any contractual obligation on the part of Owner to comply with the Rent Ordinance or any mandate of the San Francisco Residential Rent Stabilization and Arbitration Board.
- 48. CONDOMINIUM/"TIC" REQUIREMENTS COMPLIANCE:** Check here if the Premises is a condominium or "TIC". Tenant has been advised that the Premises is a Condominium unit, or a unit in a tenancy-in-common ("TIC") building subject to a written TIC Agreement. Tenant understands and acknowledges that Tenant's occupancy of the Premises is to some extent governed by a Declaration of Covenants, Conditions & Restrictions (CC&Rs) and Rules & Regulations of a Homeowners Association ("HOA") if a condominium unit, or the TIC Agreement if a unit in a TIC building. All such documents are referred to as "Governing Documents." Tenant acknowledges that Tenant has been provided with the Governing Documents, or has had the opportunity to examine them, prior to entering into the Agreement, and that Tenant and Tenant's guests, invitees, and sublessees (if any) will at all times comply with the existing and future requirements of the Governing Documents, and that Tenant's failure, or that of Tenant's guests, invitees, and/or sublessees to do so will constitute a material breach of the Agreement. Tenant further agrees that should Owner be assessed any fines or penalties by the HOA or TIC as a result of any conduct by Tenant or the parties associated with Tenant, Tenant will immediately pay to Owner, on Owner's demand, the full amount of any such penalty or assessment. Owner shall have no obligation to defend against or challenge the assessment levied by the HOA or TIC.
- 49. ABANDONED PERSONAL PROPERTY:** State law permits former tenants to reclaim abandoned personal property left at the former address of the tenant, subject to certain conditions. You may or may not be able to reclaim property without incurring additional costs, depending on the cost of storing the property and the length of time before it is reclaimed. In general, these costs will be lower the sooner you contact your former landlord after being notified that property belonging to you was left behind after you moved out.
- 50. TERMINATION:** If Tenant intends to vacate at the end of the original term of this Agreement, or for any other reason after the original term of this Agreement, Tenant must give owner at least thirty (30) days prior, written notice of Tenant's intention to terminate the tenancy and vacate the Premises. After the expiration of the original term of this Agreement, Owner may terminate the tenancy, in accordance with applicable law. Upon termination, Tenant shall completely vacate the Premises and any parking or storage areas; give written notice of Tenant's forwarding address; and deliver all keys, furnishings, if any, and the Premises to Owner in the same condition as received excepting normal wear and tear. Rent shall be due and payable through the end of the notice period or the date Tenant vacates, whichever comes later. Tenant may rescind said notice within five (5) calendar days after it is served on Owner without incurring liability to any person. Such rescission must be in writing, and delivered to Owner. Thereafter, if Tenant fails to vacate the Premises on or before the date set forth in Tenant's notice, Tenant shall be liable for any costs incurred by Owner or any third parties who relied upon Tenant's notice terminating the tenancy, and failure to vacate as agreed is a substantial violation of the terms of the tenancy and is a just cause for eviction. Tenant further agrees to defend, protect, indemnify and hold Owner harmless from any and all damages, lost rents, costs, expenses, losses, claims and liabilities, including attorney's fees, arising in any way out of Tenant's failure to comply with the provisions of Tenant's notice. Tenant's failure to pay any such sums within twenty (20) days after demand shall be deemed a material breach of the Agreement. It is agreed by the parties to this Agreement that delivery of possession shall be deemed to occur when Tenant delivers the keys to the Premises to Owner or Owner's agent during normal business hours as stated in this Agreement. Any attempt by Tenant to terminate the Agreement prior to the end of the original term shall be deemed to be a breach of the Agreement, and Owner shall be entitled to recover all damages occasioned thereby, including leasing commissions, advertising expenses, utilities maintained to show the Premises, and all unpaid rent through the term of the lease.
- 51. NO RELIEF FROM FORFEITURE:** Owner and Tenant stipulate that for purposes of Code of Civil Procedure Section 1179, that as a condition for granting relief from forfeiture, Tenant shall pay all back rent, Owner's attorneys' fees and costs, and any other damages sustained by Owner, as a condition for relief from forfeiture. Such payments must be made within five (5) days after entry of any order granting relief from forfeiture.

EM	RM
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52. **NEIGHBORHOOD DISCLOSURE:** Tenant is advised to satisfy him or herself as to the neighborhood or area conditions, including the following: schools; proximity and adequacy of law enforcement; crime statistics; proximity of registered felons or offenders; fire protection; other governmental services; availability, adequacy and cost of any wired or wireless internet connections or other telecommunications or other technology services and installation; proximity to commercial, industrial or agricultural activities; existing and proposed transportation, construction and development that may affect noise, view, or traffic; airport noise, noise or odor from any source; wild and domestic animals; other nuisances, hazards or circumstances; cemeteries; facilities and condition of common areas; conditions and influences of significance to certain cultures and/or religions; and personal needs requirements and preferences of Tenant.

53. **NOTICES:** Any notice that either party may give, or is required to give, may be delivered to Tenant at the Premises and Owner at: or such other address later designated by Owner.

54. **ENTIRE AGREEMENT:** This Agreement consists of the foregoing numbered Paragraphs and attachments identified in this Agreement herein: (Owner to check all that apply)

- House Rules
- Move-In/Move-Out Condition Report
- Mold Notification
- Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards
- EPA booklet "Protect Your Family From Lead In Your Home"
- Parking Agreement
- Pet Agreement
- Storage Agreement
- San Francisco Waste Disposal Addendum
- Bedbug Addendum
- San Francisco Tobacco Smoke Disclosure Addendum
- Pesticide Application Notice
- Bay Area Air Quality Management District Wood-Burning Hazard Disclosure
- Affidavit of Disclosure of Neighboring Place of Entertainment
- Other: SEE BELOW #55

Owner and Tenant acknowledge and agree that the drafting of the Agreement was the product of negotiations. The Agreement shall not be construed against either Owner or Tenant on the ground that such person authored or drafted the Agreement. The foregoing constitutes the entire agreement between the parties and may be modified only in writing signed by all parties except that Owner may change the terms of the tenancy and the Agreement pursuant to Civil Code Section 827. If Owner changes a term of the tenancy pursuant to Section 827, then by remaining in possession of the Premises when the change takes effect, Tenant is deemed by such affirmative act to have consented to the change.

BY SIGNING BELOW TENANT(S) HEREBY ACKNOWLEDGE(S) READING AND UNDERSTANDING THE TERMS OF THIS AGREEMENT, AND FURTHER ACKNOWLEDGE(S) RECEIVING A COPY HEREOF:

Tenant Signature: Dr. Ritesh Mewalal Date: 5/21/2019
DocuSigned by: 821B0D1B20F0422...

Tenant Signature: Eric Mikuski Date: 5/21/2019
DocuSigned by: 2594FCB28F744AD...

Tenant Signature: _____ Date: _____

ACCEPTED AND AGREED TO BY OWNER:

Owner/Agent Signature: *[Signature]* Date: 5/25/2019

Telephone number where Owner/Agent can be reached: 415-641-8687

Normal Business Hours of Owner/Agent: 8:00am - 5:00pm

55. See attached move-in/move-out form, tenant agrees to complete move-in/move-out form within 72 hours of occupancy and return to agent/owner, tenant agrees to allow landlord to show unit to prospective tenants upon receipt of 30 Day Notice to Vacate.

EM RM

HOUSE RULES

To protect your comfort, safety, and enjoyment, and that of your neighbors, Owner has adopted the following rules concerning your conduct while a Tenant of the Premises. Owner reserves the right to make changes or adopt additional rules. Failure to comply with the rules will constitute a material breach of the Agreement and may constitute a just cause for eviction.

Noise and Behavior

Tenant shall not make or permit any noise, or engage in or permit any other conduct that disturbs or offends other Tenants or neighbors. Tenant must comply with the directions of Owner and Owner's determination shall be final. Tenant is responsible for ensuring that disturbing noises are not caused by Tenant's family, guests or invitees. Social gatherings of Tenant and their guests are welcomed provided that such gatherings do not become loud, boisterous, or generally objectionable, as judged in Owner's sole discretion, so as to interfere with the right of quiet enjoyment of other Tenants and neighbors. Hosting a loud, boisterous party in violation of this rule may lead to Tenant's eviction.

Consumption of alcoholic beverages by Tenant or Tenant's guests is prohibited in the common areas of the Building.

Tenants are expected to cooperate with each other in resolution of any potential disputes, and are encouraged to use the services of a local dispute resolution service if they are having difficulty at dispute resolution on their own.

Parking (if provided by agreement)

Tenant shall park in Tenant's assigned place ONLY and shall not permit visitors to use parking facilities. Only operational vehicles may be parked in parking areas.

Motorcycles, motor-driven cycles, bicycles, etc., shall not be stored in/on patios, fire escapes, hallways, common areas or other non-parking areas.

Bike Racks

If Owner has provided a bike rack in the Building, Tenant's use of the bike rack is at Tenant's own risk. Owner shall not be liable or responsible in any way for theft or damage to Tenant's bike(s). Tenant must provide a locking device, and must cooperate with other Building residents to ensure that everyone is able to use the rack. The bike rack is provided as a courtesy only. Owner may, at Owner's sole discretion, remove the bike rack and discontinue this service for any reason, and Tenant hereby acknowledges that such a discontinuation or interruption of usage shall not constitute a decrease in housing services.

Building Appearance

Alterations that will affect the Building's appearance, such as window coverings, shall not be permitted without Owner's prior written approval.

No signs, advertisements, posters or similar displays, except burglary prevention notices, may be affixed to the EXTERIOR of any door or window or to any exterior wall without Owner's prior written approval.

Garbage cans, brooms, mops, cardboard boxes and similar articles are to be kept inside the Premises.

Towels, rugs, clothing and other articles are not to be hung from windows, railings, fire escapes or balconies.

Refuse

In order to preserve the appearance and cleanliness of the Building, Tenant shall take care to prevent waste from dropping or spilling on carpeting, concrete, walkways and/or other common areas.

Tenant is required to cooperate with any recycling programs in effect or implemented by Owner.

Items too large to fit in any trash chute or refuse container must be carried to a designated area or disposed of by Tenant at Owner's direction.

Tenant is liable for any additional costs involved in hauling or disposing of any items not collected by any contracted scavenger service.

Refuse is to be placed inside designated containers or chutes. Doors and lids should be closed properly and not slammed.

Tenant is responsible for the general cleanliness and sanitation of the Building. Please keep that in mind at all times.

Tenant shall ensure that large boxes are broken apart before being placed in trash containers. Tenant shall be responsible, at Tenant's expense, for hauling to the dump those items too large to fit in the trash containers.

Tenant shall not dispose of any flammable liquids, rags or other items soaked with flammable liquids, or any other hazardous material(s) in trash containers or bins.

Cooperation with Waste Removal Laws

Tenant shall cooperate with all waste removal laws now in effect or that become effective during the tenancy. This means that Tenant shall ensure that all of Tenant's waste is properly sorted and placed in the appropriate bin (for example, recycling, compost, hazardous waste, and garbage). Any fine levied against Owner for a violation of rules pertaining to the sorting of waste items shall be paid by the offending Tenant. Tenant agrees to always comply with all governmental recycling and composting requirements.

Lockouts

Tenant should take care not to lock himself/herself out of the Premises. If Owner is required to assist any Tenant in gaining entry to the Premises, Owner may charge Tenant \$100.00 for each successive lockout and may require Tenant to contract with a professional locksmith.

Should Owner receive a request for access from a subtenant or guest of Tenant, Owner may, at Owner's discretion, grant access to the subtenant or guest if Tenant instructs Owner to do so. However, Owner's decision to accommodate this request shall not be deemed as an acknowledgment or approval of a sub-tenancy or subsequent occupancy of anyone other than Tenant.

Deliveries

Owner is not responsible for the delivery, acceptance or receipt of, damage to or loss of, messages, packages, mail or other material left at entrances to the Building or elsewhere in the Building.

Laundry Facilities (if provided)

Heavy articles are not allowed in the laundry machines or dryers.

Tenant must remove contents from machine promptly when cycle is complete.

Owner assumes no responsibility in the use of laundry equipment or for items lost, stolen or damaged therein. Laundry facilities are for the exclusive use of Tenant for their own clothing only. Owner may, in Owner's sole discretion, raise the fees for usage of the machines without notice, and any such raise shall not constitute an increase in rent.

Unit Care

Before washing or cleaning walls, drapery or carpet, Tenant must consult Owner for the appropriate method or for recommended vendors to perform such work.

Tenant shall be responsible for any damage caused by the employment of any improper method or vendor and/or the cost of redoing the work or restoring damaged articles or property to Owner's satisfaction if the method applied or the vendor employed was unsatisfactory.

Tenant may not burn incense and may not leave burning candles unattended.

Tenant may not install air conditioners, ventilators or window screening devices without Owner's prior written approval.

Tenant shall not paint the Premises or any portion thereof without prior written consent of Owner. In the event such permission is given, Tenant shall restore the original paint colors prior to vacating the Premises. Tenant shall be responsible for all costs involved in such repainting.

Any accessories such as towel bars, coat hooks or built-in closet shelves, etc., may not be added without the prior written consent of Owner. Once installed, they may not be removed even upon vacating the Premises. Garbage disposals, dishwashers and other appliances, if provided, must be used only for the intended purpose for which they were designed and constructed.

Floor Covering

Owner requires that all rooms with hardwood or hard surface flooring be 80% covered by carpeting. Carpet covering may be necessary to abate and control noise. Failure of Tenant to comply with any request to cover 80% of all rooms with hardwood or hard surface flooring, including all hallways and other areas normally subject to foot traffic, shall constitute a just cause for eviction.

Wall Hangings

Adhesive picture hangers designed for such use and easy removal are permitted. Picture hangers employing a small nail or pin are also permitted. However, Tenant is responsible for the cost of any repairs or painting required as a result of the hanging of pictures or other objects.

ACCEPTED AND AGREED TO BY:

Tenant Signature:	DocuSigned by: <i>Eric Mikuski</i>	Date:	5/21/2019
Tenant Signature:	DocuSigned by: 2594FCB28F744AD... <i>Dr. Ritesh Mewalal</i>	Date:	5/21/2019
Tenant Signature:	B27B4D1B2D10422...	Date:	

EM RM

Addendum—Mold Notification

It is Owner's goal to maintain the highest quality living environment for Tenant. Therefore, know that the Owner/Owner's agent ("Agent") has inspected the Premises prior to lease and knows of no damp or wet building materials and knows of no mold or mildew contamination.

Tenant is hereby notified that mold, however, can grow if the Premises and furnishings are not properly maintained or ventilated. If moisture is allowed to accumulate in the Premises, it can cause mildew and mold to grow. It is important that Tenant regularly allow air to circulate in the Premises. It is also important that Tenant keep the interior of the Premises clean and that they promptly notify the Owner/Agent of any leaks, moisture problems, and/or mold growth.

Tenant agrees to maintain the Premises in a manner that prevents the occurrence of an infestation of mold or mildew in the Premises. Tenant agrees to uphold this responsibility in part by complying with the following list of responsibilities:

1. Tenant agrees to keep the Premises free of dirt and debris that can harbor mold.
2. Tenant agrees to immediately report to Owner/Agent any water intrusion, such as plumbing leaks, drips, or "sweating" pipes.
3. Tenant agrees to notify Owner of overflows from bathroom, kitchen, or Premises laundry facilities, especially in cases where the overflow may have permeated walls or cabinets.
4. Tenant agrees to report to Owner/Agent any significant mold growth on surfaces inside the Premises.
5. Tenant agrees to allow Owner/Agent to enter the Premises to inspect and make necessary repairs.
6. Tenant agrees to properly ventilate the bathroom while showering or bathing and to report to Owner/Agent any non-working fan or window.
7. Tenant agrees to use exhaust fans, if provided, whenever cooking, dishwashing or cleaning.
8. Tenant agrees to use all reasonable care to prevent outdoor water from penetrating into the interior of the Premises.
9. Tenant agrees to clean and dry any visible moisture on windows, walls, and other surfaces, including personal property, as soon as reasonably possible. (Note: Mold can grow on damp surfaces within 24 to 48 hours.)
10. Tenant agrees to notify Owner/ Agent of any problems with any air conditioning or heating systems that are discovered by the Tenant.
11. Tenant agrees to indemnify and hold harmless Owner/Agent from any actions, claims, losses, damages, and expenses, including, but not limited to, attorneys' fees that Owner/Agent may sustain or incur as a result of the negligence of the Tenant or any guest or other person living in, occupying, or using the Premises.

ACCEPTED AND AGREED TO BY:

Tenant Signature: Eric Mikuski

Date: 5/21/2019

Tenant Signature: Dr. Ritesh Mewalal

Date: 5/21/2019

Tenant Signature: _____

Date: _____

EM RM

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

Note: For purposes of this Disclosure the terms "Lessor" and "Lessee" are used interchangeably for "Owner" and "Tenant".

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

Owner's Disclosure (Owner to initial and check appropriate boxes)

- _____ (a) Presence of lead-based paint or lead-based paint hazards (*check one below*):
 - Known lead-based paint and/or lead-based paint hazards are present in the housing and described as:

 - Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- _____ (b) Records and reports available to the Lessor (*check one below*):
 - Lessor has provided the Lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (*list documents below*):

 - Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant's Acknowledgment (Tenant to initial as acknowledgment)

- | | |
|----|----|
| RM | DS |
| DS | RM |

 (c) Lessee has received copies of all information, if any, listed above.
- | | |
|----|----|
| RM | DS |
| DS | RM |

 (d) Lessee has received the pamphlet, "Protect Your Family from Lead in Your Home."

Agent's Acknowledgment (Agent, if applicable, to initial as Owner Representative)

- _____ (e) Agent has informed the Owner of the Owner's obligations under 42 U.S.C. §4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

ACCEPTED AND AGREED TO BY:

Tenant Signature: Eric Mikuski Date: 5/21/2019

Tenant Signature: Dr. Ritesh Mewalal Date: 5/21/2019

Tenant Signature: _____ Date: _____

RM RM

**LEASE ADDENDUM FOR SAN FRANCISCO BUILDINGS AFFECTED BY
PUBLIC WORKS AND ENVIRONMENTAL ORDINANCES
REGARDING TRASH/WASTE/RECYCLING AND COMPOSTING**

San Francisco Public Works Code Section 170 requires all property owners and users to remove any cans, containers, or receptacles used for the collection of garbage, refuse, ashes, cinder, sludge, offal, broken glass, crockery, tins, boxes, animal or vegetable matter, rubbish or other like matter, recycling, or green waste, except on the day the contents of said receptacles are to be collected by the licensed collector thereof or after the hours of 6:00 PM of the day immediately prior to the day of said collection, to be absent from the sidewalk, street, or any other dedicated public right-of-way. All receptacles must be stored in an enclosed area or other area that blocks views of the receptacles from the public sight unless placed in view for collection, and must be removed from public sight immediately after collection occurs. This means that Owner reserves the right to re-configure, reconstruct, and redesign the common areas to accommodate storage of the receptacles in the building. This change to and possible modification of common areas shall not constitute a decrease in housing services for which a rent reduction may be awarded. Tenant agrees to immediately comply with all noticed changes to House Rules and building policies with regard to the placement, storage, and use of receptacles in accordance with Public Works Code Section 170. Any fines imposed by the Director of Public Works for violation of this section may be passed onto the offending Tenant(s).

San Francisco Environment Code requires all persons to separate recyclables, compostable and landfill trash and to participate in recycling and composting programs. This means that Owner must provide separate recyclable, compostable, and trash bins. The recyclable bin is blue, the compostable bin is green, and the trash bin is black. Please note that Tenant must educate himself or herself on what items shall be placed into which bin. Owner shall make literature available to Tenant explaining how to source separate recyclables, compostable(s) and trash. Please note that because these bins must be placed together, Owner may have to re-configure or relocate the receptacle area in the building. Such modification shall not constitute a decrease in housing services for which a rent reduction may be awarded. Tenant agrees to cooperate with Owner's recycling, composting, and trash disposal programs at all times during the tenancy. This is a material lease covenant, and violation thereof may cause termination of the tenancy and/or a pass-through of any fines levied against Owner.

ACCEPTED AND AGREED TO BY:

Tenant Signature:	DocuSigned by: <i>Eric Mikuski</i>	Date: <u>5/21/2019</u>
Tenant Signature:	DocuSigned by: <i>Dr. Ritesh Mewalal</i>	Date: <u>5/21/2019</u>
Tenant Signature:	B27B4D1B2D10422...	Date: _____

EM RM

San Francisco Tobacco Smoke Disclosure Addendum

This document is an Addendum and is part of the Rental/Lease Agreement, dated 5/21/2019
between ROBERT T RODDICK REVOC TRUST (Owner/Agent)
and ERIC MIKUSKI & RITESH MEWALAL (Residents)
for the premises located at 552 HILL STREET Unit # ,
San Francisco, California.

1. Smoking Policy

Pursuant to Article 19F of the San Francisco Health Code, smoking of tobacco products is not allowed:

- In enclosed common areas of multi-unit residences including elevators, covered parking areas, lobbies, waiting areas, interior halls and stairwells; shared bathrooms, cooking, dining, lounge, laundry facilities and recreation areas; etc.
- Within 10 feet of a door or window located within the perimeter of an outdoor common area.
- Around or near the building entry way, exit, operable doors or vents.

Check one:

- Smoking of tobacco products is prohibited on the entire property, including individual units, common areas, and adjoining grounds unless otherwise allowed pursuant to SFHC Article 19F.
- Smoking of tobacco products is prohibited on the entire property except the following common areas:

Effect on Current Tenants/Individual Units: Resident acknowledges that current residents of the rental community under a prior Rental/Lease Agreement will not be immediately subject to the terms of this Addendum or this Smoking Policy. As units turn over, or residents enter into new Rental/Lease Agreements, this Addendum and Smoking Policy will become effective for their unit or new agreement. **Apartments where smoking may still occur are:** _____

- 2. Non-Smoking Areas:** Resident and members of Resident's household shall not smoke tobacco products in any area in which smoking is prohibited, nor shall Resident permit any guest or visitor under the control of Resident to do so. Resident shall inform his or her guest(s) of any Non-Smoking Areas. Resident shall promptly notify Owner/Agent in writing of any incident where tobacco smoke is migrating into Resident's unit from Non-Smoking Areas.
- 3. Owner/Agent Not Guarantor of Smoke-Free Environment:** Resident acknowledges that Owner/Agent's adoption of Non-Smoking Areas does not make the Owner/Agent the guarantor of the Resident's health or of the smoke-free condition of the areas in which smoking is prohibited. However, Owner/Agent shall take reasonable steps to enforce this addendum. Owner/Agent shall not be required to take steps in response to smoking unless Owner/Agent has actual knowledge or has been provided written notice.
- 4. Other Residents Are Third Party Beneficiaries of this Addendum:** Owner/Agent and Resident agree that the other residents of the property are the third party beneficiaries of this Addendum. A resident may sue another resident to enforce this Addendum but does not have the right to evict another resident. Any lawsuit between residents regarding this Addendum shall not create a presumption that the Owner/Agent has breached this Addendum.

EM RM

5. **Effect of Breach:** A breach of this Addendum by the Resident shall be deemed a material breach of the Rental/Lease Agreement and grounds for immediate termination of the Rental/Lease Agreement by the Owner/Agent.
6. **Disclaimer:** Resident acknowledges that this Addendum and Owner/Agent's efforts to designate Non-Smoking Areas does not in any way change the standard of care that the Owner/Agent would have to any Resident household to render buildings and premises designated as non-smoking any safer, more habitable, or improved in terms of air quality than any other rental premises. Owner/Agent specifically disclaims any implied or express warranties that the building common areas or Resident's premises will have any higher or improved air quality standards than any other rental property. Owner/Agent cannot and does not warrant or promise that the Rental Premises or any other portion of the property including common areas will be free from secondhand smoke. Resident acknowledges that Owner/Agent's ability to police, monitor or enforce this Addendum is dependent in significant part on voluntary compliance by Resident and Resident's guests.
7. **Damage to the Unit:** Resident acknowledges that the damage caused by smoking tobacco products is considered above normal wear and tear and will damage surfaces and fixtures, including the carpet, carpet pad, wallboard, window coverings and ceilings. Depending on the severity of the damage, costs for restoration of the unit may include, but are not limited to, cleaning, sealing, painting, deodorizing, and possible replacement of fixtures and various surface materials.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing.

Tenant Signature:	<small>DocuSigned by:</small> <i>Eric Mikuski</i>	Date: <u>5/21/2019</u>
Tenant Signature:	<small>DocuSigned by:</small> <i>Dr. Ritesh Mewalal</i>	Date: <u>5/21/2019</u>
Tenant Signature:	<small>B27B4D1B2D10422...</small>	Date: _____

EM	RM
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BEDBUG NOTIFICATION ADDENDUM

This document is an Addendum and is part of the Rental/Lease Agreement, dated 5/21/2019 between
(Date)

ROBERT T RODDICK REVOC TRUST "Owner/Agent" and
(Name of Owner/Agent)

ERIC MIKUSKI & RITESH MEWALAL "Resident" for the
(List all Residents as listed on the Rental/Lease Agreement)

premises located at 552 HILL STREET, Unit # (if applicable) _____
(Street Address)

San Francisco, CA 94114
(City) (Zip)

It is our goal to maintain the highest quality living environment for our Residents. The Owner/Agent has inspected the unit prior to lease and knows of no bedbug infestation. Residents have an important role in preventing and controlling bed bugs. While the presence of bed bugs is not always related to personal cleanliness or housekeeping, good housekeeping can assist with early detection and make bed bug control easier if it is necessary.

1. Previous Infestations

- A Resident shall not bring onto a property personal furnishings or belongings that the Resident knows or should reasonably know are infested with bed bugs, including the personal property of the Resident's guests.

2. Prompt Reporting

- **If you find or suspect a bed bug infestation, please notify Owner/Agent as soon as possible**, and describe any signs of infestation, so that the problem can be addressed promptly. Please do not wait. Even a few bugs can rapidly multiply to create a major infestation that can spread from unit to unit.
- **Report any maintenance needs immediately.** Bed bugs like cracks, crevices, holes, and other openings. Request that all openings be sealed to prevent the movement of bed bugs from room to room.
- If you suspect a bedbug infestation, or have other maintenance needs, please provide your notice to:

Robert T Roddick, 554 Hill Street, San Francisco, Ca 94114

info@laurelrealtysf.com

415-641-8687

3. Information about Bed Bugs

- **Bed bug Appearance:** Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.
- **Life Cycle and Reproduction:** An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days.
- Bed bugs can survive for months without feeding.
- **Bed bug Bites:** Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.



- **Common signs and symptoms** of a possible bed bug infestation:
 - Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls.
 - Molted bed bug skins, white, sticky eggs, or empty eggshells.
 - Very heavily infested areas may have a characteristically sweet odor.
 - Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.
- For more information, see the Internet Websites of the United States Environmental Protection Agency and the National Pest Management Association.
 - <http://www2.epa.gov/bedbugs>
 - <http://www.pestworld.org/all-things-bed-bugs/>

4. Cooperation with Pest Control

- Residents shall cooperate with the inspection including allowing entry to inspect any unit selected by the pest control operator until bed bugs have been eliminated and providing to the pest control operator information that is necessary to facilitate the detection and treatment of bed bugs
- Prior to treatment, affected Residents will receive a written notice including the date(s) and time(s) of treatment, whether and when the Resident is required to be absent from the unit, the deadline for Resident preparation of the unit and a pretreatment checklist with information provided by the pest control operator.
- The Resident shall fulfill his or her responsibilities for unit preparation before the scheduled treatment, as described in the pest control operator's pretreatment checklist.
- Residents shall be responsible for the management of their belongings, including, but not limited to, clothing and personal furnishings.
- If the pest control operator determines that it is necessary for an Owner/Agent or Resident to dispose of items infested with bed bugs, the items shall be securely sealed in a bag that are of a size as to readily contain the disposed material. Bags shall be furnished as needed to Residents by the property owner or pest control operator. All bags shall be clearly labeled as being infested with bed bugs prior to disposal.
- Residents who are not able to fulfill their unit preparation responsibilities shall notify the Owner/Agent at least one business day prior to the scheduled PCO visit for inspection or treatment.
- A Resident must vacate his or her unit if required by the pest control operator for treatment purposes and shall not reenter the unit until directed by the pest control operator to do so.

5. Prevention Recommendations

- Resident should **check for hitch-hiking bedbugs**. If you stay in a hotel or another home, inspect your clothing, luggage, shoes, and belongings for signs of bed bugs *before* you enter your apartment. Check backpacks, shoes, and clothing after visits to friends or family, theaters, or after using public transportation.
- **Thoroughly clean after guests have departed**. Immediately after your guests leave, seal bed linens in plastic bags, until they can be washed and dried on high heat. After your guests have departed, inspect bedding, mattresses and box springs, behind headboards, carpet edges and the undersides of sofa cushions for signs of bed bugs.
- Resident should **avoid using appliances, electronics and furnishings that have not been thoroughly inspected for the presence of bedbugs**. Make sure that the electronics, appliance, or furniture company has established procedures for the inspection and identification of bedbugs or other pests. This process should include inspection of trucks used to transport appliances, electronics, or furniture. Never accept an item that shows signs of bedbugs. Check secondhand furniture, beds, and couches for any **signs of bed bug infestation** before bringing them home. Never take discarded items from the curbside.



- Use a protective cover that encases mattresses and box springs and eliminates many hiding spots. The light color of the encasement makes bed bugs easier to see. Be sure to purchase a high quality bed bug encasement that will resist tearing and check the encasements regularly for holes.
- Reduce clutter in your home to reduce hiding places for bed bugs.
- Vacuum frequently to remove successful hitchhikers.
- Be vigilant when using shared laundry facilities. Transport items to be washed in plastic bags (if you have an active infestation, use a new bag for the journey home). Remove from dryer directly into bag and fold at home. (A dryer on high heat can kill bed bugs.)

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing:

5/21/2019

Date

DocuSigned by:
Eric Mikuski
 Resident
 2594FCB28F744AD...

Date

Resident

5/21/2019

Date

DocuSigned by:
Dr. Ritesh Mewalal
 Resident
 B27B4D1B2D10422...

Date

Resident

Date

Resident

Date

Resident

Date

Owner/Agent



Unauthorized Reproduction of Blank Forms is Illegal.



DS
EM DS
RM

PRIORITY GENERAL PLAN POLICIES FINDINGS

Please state how the project is consistent or inconsistent with each policy, or state that the policy is not applicable:

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

Not applicable.

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

The project preserves the existing housing and unit configuration at the subject property. The current unit configuration has existed since 2006. The Applicant lives in the top unit and rented the lower two-bedroom unit to tenants from 2006-2017. The lower unit was again leased to tenants in May 2019, and these tenants currently occupy the unit.

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

The lower unit is naturally affordable housing and will be preserved.

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

No changes are proposed to parking at the Property.

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;

Not applicable. The project does not involve commercial office development.

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

This is not applicable. The project involves no structural work.

7. That landmarks and historic buildings be preserved; and

This is not applicable. No work is proposed that would impact historic resource preservation.

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

This is not applicable. No changes are proposed.



DWELLING UNIT REMOVAL: MERGER, CONVERSION OR DEMOLITION

INFORMATIONAL AND SUPPLEMENTAL APPLICATION PACKET

ATTENTION: A Project Application must be completed and/or attached prior to submitting this Supplemental Application. See the [Project Application](#) for instructions.

Pursuant to Planning Code Section 317, the Planning Commission shall hear and make determinations regarding the loss of dwelling units including the loss of unauthorized dwelling units, with some codified exceptions.

For questions, call 415.558.6377, email pic@sfgov.org, or visit the Planning Information Center (PIC) at 1660 Mission Street, San Francisco, where planners are available to assist you.

Español: Si desea ayuda sobre cómo llenar esta solicitud en español, por favor llame al 415.575.9010. Tenga en cuenta que el Departamento de Planificación requerirá al menos un día hábil para responder

中文: 如果您希望獲得使用中文填寫這份申請表的幫助，請致電415.575.9010。請注意，規劃部門需要至少一個工作日來回應。

Tagalog: Kung gusto mo ng tulong sa pagkumpleto ng application na ito sa Filipino, paki tawagan ang 415.575.9120. Paki tandaan na mangangailangan ang Planning Department ng hindi kukulangin sa isang araw na pantrabaho para makasagot.

WHAT IS A DWELLING UNIT REMOVAL APPLICATION?

The Dwelling Unit Removal application is intended for any requests involving the removal of existing housing. This application is designed to determine if the proposed dwelling unit removal is desirable, utilizing the review criteria set forth in Planning Code Section 317. The Dwelling Unit Removal application will be processed as a Conditional Use Authorization. The Code provides for some administrative exceptions where Planning staff may approve an application to remove dwelling units without a public hearing, but only if the project meets certain specific requirements. For more information, please refer to Planning Code Section 317, or consult a planner at the Planning Information Center.

WHEN IS A DWELLING UNIT REMOVAL APPLICATION NECESSARY?

The Planning Commission requires Conditional Use hearings for all projects that would result in the removal of existing housing units, whether by demolition, merger with other dwellings, or by conversion to non-residential uses. This application is also required when an alteration is considered tantamount to demolition.

Please note that pursuant to Planning Code Section 317(g)(2), the Planning Commission will not approve an application for a Residential Merger if any tenant has been evicted where the tenant was served with an eviction notice after December 10, 2013 and:

- pursuant to Administrative Code Sections 37.9(a)(9) through 37.9(a)(14) if the eviction notice was served within 10 years prior to filing this application for a merger; or
- pursuant to Administrative Code Section 37.9(a)(8) if the eviction notice was served within 5 years prior to filing this application for a merger.

Please consult a planner at the Planning Information Center (PIC) for additional information regarding these applications.

HOW DOES THE PROCESS WORK?

If the proposed project results in the loss or removal of one (1) or more residential dwelling units a Conditional Use Authorization application is required.

Housing Crisis Act of 2019

Pursuant to state law, additional conditions shall be applied to dwelling unit removal projects through January 1, 2025, including requirements for replacement units and relocation benefits.

In order to implement these conditions, this application now requires additional information from all applicants related to the occupancy history of existing occupied or vacant rental units. If the applicant affirms that such information is unknown, replacement unit requirements may still apply.

For more information, please see [Planning Director's Bulletin No. 7](#) , available at sfplanning.org.

Fees

Please refer to the [Planning Department Fee Schedule](#) or at the Planning Information Center (PIC) located at 1660 Mission Street, San Francisco. For questions related to the Fee Schedule, please call the PIC at 415.558.6377.

Fees will be determined based on the estimated construction costs. Should the cost of staff time exceed the initial fee paid, an additional fee for time and materials may be billed upon completion of the hearing process or permit approval. Additional fees may also be collected for preparation and recordation of any documents with the San Francisco Assessor-Recorder's office and for monitoring compliance with any conditions of approval.



DWELLING UNIT REMOVAL: MERGER, CONVERSION OR DEMOLITION

SUPPLEMENTAL APPLICATION FILED UNDER PROTEST - Applicant does not agree that section 317 applies here, or that a new permit is needed, and submits this application in an effort to reach a settlement compromise.

Property Information

Project Address: 552 Hill Street

Block/Lot(s): 3622/065

Project Details

UNITS	EXISTING:	PROPOSED:	NET CHANGE:
Owner-occupied Units:	2	1	-1
Rental Units:	0	1	+1
Total Units:	2	2	0
Units subject to Rent Control:	2	2	0
Vacant Units:	0	0	0

BEDROOMS	EXISTING:	PROPOSED:	NET CHANGE:
Owner-occupied Bedrooms:	5	5	0
Rental Bedrooms:	0	2	+2
Total Bedrooms:	5	7	+2
Bedrooms subject to Rent Control:	5	7	+2

("Existing" information is as of December 2003, prior to the permitted

Unit Specific Information elevator work and unit reconfiguration.)

	UNIT NO.	NO. OF BEDROOMS	GSF	OCCUPANCY	ADDITIONAL INFORMATION
EXISTING	552	2	2,356	<input checked="" type="checkbox"/> OWNER OCCUPIED <input type="checkbox"/> RENTAL	<input type="checkbox"/> Ellis Act eviction in past 10 years
	554	2	1,441	<input type="checkbox"/> VACANT*	<input checked="" type="checkbox"/> Rent Control in past 5 years
	If vacant, indicate the most recent year occupied:				<input type="checkbox"/> Below-Market Rate in past 5 years
	Indicate the number of persons in the household, or most recent household in occupancy:				<input type="checkbox"/> Unknown
Indicate the approximate income of the current or most recent household in occupancy:				\$ _____	<input type="checkbox"/> Unknown
PROPOSED*	552	2	815	552 = Tenant-Occupied	
	554	5	2,823	554 = Owner-Occupied	

* Unit 552 is currently occupied by two tenants. It has been tenant-occupied for the majority of the time from 2006 - present, and is rent-controlled.

**RESIDENTIAL MERGER
(SUPPLEMENTAL INFORMATION)**

Pursuant to Planning Code Section 317(c), any application that would result in the removal of one or more residential units or unauthorized units is required to obtain a Conditional Use Authorization. In addition to filing a Conditional Use Authorization application, this Dwelling Unit Removal application, along with responses to the specific conditional use criteria listed below, as described in Planning Code Section 317(g)(2), must be submitted to the Planning Department.

Please note that pursuant to Planning Code Section 317(g)(2), the Planning Commission shall not approve an application for residential merger if any tenant has been evicted pursuant to Administrative Code Sections 37.9(a)(9) through 37.9(a)(14) where the tenant was served with a notice of eviction after December 10, 2013 if the notice was served within 10 years prior to filing the application for merger. Additionally, the Planning Commission shall not approve an application for residential merger if any tenant has been evicted pursuant to Administrative Code Section 37.9(a)(8) where the tenant was served with a notice of eviction after December 10, 2013 if the notice was served within five (5) years prior to filing the application for merger.

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

DWELLING UNIT MERGER CRITERIA:		YES	NO
1	Does the removal of the unit(s) eliminate only owner-occupied housing? If yes, for how long was the unit(s) proposed for removal owner-occupied? <u>50</u> months or <input checked="" type="checkbox"/> years (check one)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2	Is the removal of the unit(s) and the merger with another intended for owner occupancy?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Will the removal of the unit(s) remove an affordable housing unit as defined in Section 401 of the Planning Code or housing subject to the Rent Stabilization and Arbitration Ordinance? If yes, will replacement housing be provided which is equal or greater in size, number of bedrooms, affordability, and suitability to households with children to the units being removed? <input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	If the unit(s) proposed for removal was occupied by a tenant or tenants, please specify the date of when it was last occupied: <u>N/A</u>		
5	Will the number of bedrooms provided in the merged unit be equal to or greater than the number of bedrooms in the separate units?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6	Is the removal of the unit(s) necessary to correct design or functional deficiencies that cannot be corrected through interior alterations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7	If the merger does not involve an unauthorized unit, what is the appraised value of the least expensive unit to be merged? <u>\$1,020,000</u> Please include an attachment of the appraisal dated within six months of filing this application.		

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.
- d) I hereby authorize City and County of San Francisco Planning staff to conduct a site visit of this property as part of the City's review of this application, making all portions of the interior and exterior accessible through completion of construction and in response to the monitoring of any condition of approval.
- e) I attest that personally identifiable information (PII) - i.e. social security numbers, driver's license numbers, bank accounts - have not been provided as part of this application. Furthermore, where supplemental information is required by this application, PII has been redacted prior to submittal to the Planning Department. I understand that any information provided to the Planning Department becomes part of the public record and can be made available to the public for review and/or posted to Department websites.

S. Hoffman
 Signature

Sarah M. K. Hoffman
 Name (Printed)

6/22/20
 Date

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

415 956 8100
 Phone

sarah@zfplaw.com
 Email

For Department Use Only

Application received by Planning Department:

By: _____

Date: _____



PLANNING DEPARTMENT

City and County of San Francisco 1660 Mission Street, Suite 500 San Francisco, CA 94103-2414

(415) 558-6378

PLANNING COMMISSION
FAX: 558-6409

ADMINISTRATION
FAX: 558-6426

CURRENT PLANNING/ZONING
FAX: 558-6409

LONG RANGE PLANNING
FAX: 558-6426

DISCRETIONARY REVIEW OF BUILDING PERMIT APPLICATIONS FOR THE REMOVAL OF A LEGAL DWELLING UNIT

Background and Procedures

Pursuant to the Planning Commission's action on December 14, 2000, Discretionary Review is required for all building permit applications for the removal of a legal dwelling unit. Discretionary review is a special power of the Commission, outside the normal building permit application process, that is used only when there are exceptional and extraordinary circumstances associated with a proposed project. The Commission is requiring Discretionary Review hearings for applications to remove dwelling units because of a concern about the loss of housing at a time when there is a shortage of affordable housing in San Francisco. A copy of the resolution adopting this Discretionary Review policy is attached for your reference.

Project Evaluation and Submittal Requirements

Applications will be evaluated based on their consistency with applicable policies of Planning Code Section 101.1 (General Plan Priority Policies) and the objectives and policies of the Residence Element and other applicable Elements of the General Plan. In addition, the Planning Commission will consider the following Criteria, adopted by the Commission on January 18, 2001:

1. Removal of the unit will not be detrimental to the supply of housing and any hardships resulting from displacement are minimized
2. Removal of the unit will bring the building closer into conformance with the prevailing dwelling unit density in the area, and other Planning Code provisions
3. Removal of the unit is necessary to correct design or functional deficiencies
4. Removal of the unit is necessary to preserve or rehabilitate a designated landmark or other listed building
5. The units are intended for occupancy by the owner

The applicant must complete the attached Questionnaire to assist the Planning Department and Planning Commission in evaluating the application to remove a dwelling unit. If you have questions about Planning Code Section 101.1 and the General Plan, please contact the Planner assigned to your case for more information. You are not required to submit any material related to findings of consistency with either of these two items.

**DWELLING UNIT REMOVAL APPLICATION
INFORMATIONAL QUESTIONNAIRE**

Property Address and Application Number:

**Please attach additional sheets if necessary

RESPONSE

CRITERIA 1:

Removal of the unit will not be detrimental to the supply of housing and any hardships resulting from displacement are minimized.

1a	Please describe the reason for removing the unit.	
1b	Is the unit occupied or vacant?	
	Is/was the unit tenant or owner/relative occupied?	
	• Number of occupants	
	• If vacant, how long has the unit been vacant	
	• Reason the unit was vacated	
	• What relocation assistance (if any) was provided?	
1c	Is replacement of the unit proposed?	

CRITERIA 2:

Removal of the unit will bring the building closer into conformance with the prevailing dwelling unit density in the area, and other Planning Code provisions.

2a	Number of units in the building	
2b	Has the number of units in the building been modified from the original construction? How?	
2c	Does building comply with parking, usable open space and unit exposure requirements of the Planning Code?	

CRITERIA 3:

Removal of the unit is necessary to correct design or functional deficiencies

3a	Does the unit have any design/functional deficiencies?	
3b	Size of units to be removed or merged/location in building	
3c	Condition of the unit to be removed (good-fair-poor)	
3d	If poor, is it feasible to rehabilitate? If no, why not?	
3e	Is there another way to achieve the project without removal of the unit?	
3f	Description of how units will be merged	

**DWELLING UNIT REMOVAL APPLICATION
INFORMATIONAL QUESTIONNAIRE**

Property Address and Application Number:

**Please attach additional sheets if necessary

RESPONSE

CRITERIA 4:

Removal of the unit is necessary to preserve or rehabilitate a designated landmark or other listed building

4a	Is the building a designated landmark or other listed building?	
4b	Can preservation/rehabilitation be achieved without removal of the unit? If no, why not?	

CRITERIA 5:

The units are intended for occupancy by the owner

5a	Date the owner purchased/acquired the building	
5b	Filing date of Building Permit application to remove the unit	
	• Is this prior to the Planning Commission's adoption of the new dwelling unit merger policy on December 14, 2000?	
5c	Is one of the units to be merged currently owner occupied? If yes, date of occupancy	

**SAN FRANCISCO
PLANNING COMMISSION
RESOLUTION NO. 16053**

ADOPTING A POLICY OF MANDATORY DISCRETIONARY REVIEW OF ALL BUILDING PERMIT APPLICATIONS THAT RESULT IN THE REMOVAL OF A LEGAL DWELLING UNIT.

WHEREAS, Objective 3 of the Residence Element of the General Plan of the City and County of San Francisco (General Plan) calls for retention of the existing supply of housing. Objective 3 sets forth policies that support minimizing the loss of housing units, including discouraging the demolition of sound existing housing; controlling the merger of residential units; and providing adequate rental housing opportunities; and

Objective 13 of the Residence Element of the General Plan encourages providing maximum housing choice, including offering a variety of unit sizes. Policy 3 of Objective 13 supports this goal by advocating increasing the availability of units for special user groups, including large families. Policy 4 of Objective 13 encourages the construction of units suitable for families with children; and

Planning Code Section 101.1 states that existing housing and neighborhood character shall be conserved and protected in order to preserve the cultural and economic diversity of our neighborhoods, and the City's supply of affordable housing shall be preserved and enhanced; and

On March 9, 1989, the Planning Commission adopted the *Policy on Merger of Dwelling Units or a Portion Thereof in Residential and Commercial Districts* (Policy). The Policy permits the loss of one dwelling unit in a building through merger with another unit, without Planning Commission Discretionary Review, if the units being merged are intended for owner occupancy; and

U.S. Census Bureau reports that in 1999, the vacancy rate for rental units in San Francisco was 2.8%; and

Housing costs in San Francisco have been escalating in recent years. The Planning Department's 1999 San Francisco Housing Inventory states that in 1999, the median rent for a two-bedroom apartment in San Francisco rose to \$2,500, more than double the 1994 price. Home sales prices have also risen. In 1999, the median sales price for a three-bedroom home in San Francisco was \$409,570, a 49% increase from 1994; and

The escalating cost of housing in San Francisco produces a number of adverse impacts, including the following:

1. San Francisco residents are less able to move from their current housing units to new units to improve their quality of life or to respond to changes in their family or work situations;
2. High housing costs hinder workers in San Francisco from also living in San Francisco. Nonresident workers must commute, often over long distances, which

results in adverse quality-of-life and environmental consequences;

3. Tenants forced to leave their apartments have serious difficulty securing adequate replacement housing;
4. High home sales prices force some San Francisco residents to substantially delay purchasing homes in San Francisco, adding to the need for rental units; and

Housing in San Francisco is a valuable resource that requires protection; and

The Planning Commission supports the preservation of existing housing and although certain special circumstances may arise in which the removal of a dwelling unit may be necessary to further the Objectives and Policies of the General Plan, the Commission maintains a strong objective to mitigate the loss of such housing.

NOW, THEREFORE BE IT RESOLVED, That Planning Commission Discretionary Review is required for any pending or future building permit application that would result in the removal of a legal dwelling unit through merger with another unit or its complete elimination. Planning Department staff shall refer any such application to the Planning Commission for Discretionary Review; and

In evaluating each permit application to remove a dwelling unit, the Planning Commission shall make findings as to whether the application is consistent with applicable objectives and policies of the Residence Element of the General Plan and Section 101.1 of the Planning Code. At the regularly scheduled Planning Commission hearing on January 18, 2001, the Commission will consider adoption of additional evaluation criteria for the review of applications; and

That this resolution overrides and replaces the March 9, 1989 *Policy on Merger of Dwelling Units or a Portion thereof in Residential and Commercial Districts*. This resolution does not preclude more restrictive Planning Code provisions pertaining to dwelling unit demolition, merger, and/or conversion, including the *Residential Conversion and Demolition Guidelines*; and

I hereby certify that the foregoing Resolution was ADOPTED by the Planning Commission on December 14, 2000.

Andrea Green
Acting Commission Secretary

SAN FRANCISCO
PLANNING COMMISSION
RESOLUTION NO. 16078

DRAFT COPY

**ADOPTING CRITERIA TO EVALUATE BUILDING PERMIT APPLICATIONS THAT RESULT IN
THE REMOVAL OF A LEGAL DWELLING UNIT.**

WHEREAS, On December 14, 2000, the Planning Commission adopted Resolution No. 16053 requiring Discretionary Review of any pending or future building permit application that results in the removal of a legal dwelling unit, through merger with another unit or its complete elimination. In evaluating each permit application, the Planning Commission resolved to make findings as to whether the application is consistent with applicable objectives and policies of the Residence Element of the General Plan and Section 101.1 of the Planning Code (General Plan Priority Policies); and

The Commission also resolved to consider adoption of additional evaluation criteria for the review of applications. On January 18, 2001, draft Criteria were presented to the Planning Commission and public testimony was received on the matter;

NOW, THEREFORE BE IT RESOLVED, That in evaluating building permit applications for the removal of a legal dwelling unit, the Planning Commission will consider the following Criteria:

1. Removal of the unit will not be detrimental to the supply of housing and any hardships resulting from displacement are minimized
2. Removal of the unit will bring the building closer into conformance with the prevailing dwelling unit density in the area, and other Planning Code provisions
3. Removal of the unit is necessary to correct design or functional deficiencies
4. Removal of the unit is necessary to preserve or rehabilitate a designated landmark or other listed building
5. The units are intended for occupancy by the owner; and

These Criteria are considered in addition to an evaluation of the application's consistency with the General Plan and Planning Code Section 101.1. In processing the applications, Planning Department Staff is directed to provide assistance to applicants in completing the application forms, and to schedule these cases as expeditiously as possible.

I hereby certify that the foregoing Resolution was ADOPTED by the Planning Commission on January 18, 2001.

DRAFT COPY
Andrea Green
Acting Commission Secretary

RECORDING REQUESTED BY

And When Recorded Mail to

Name: Melvin J. Luscia and
Ruth C. Luscia
Address: 554 Hill Street
San Francisco,
City & California 94114
State:

COPY of document recorded on 11 09 1984
at 12:59 P.M. as No. DA 8235
This document has not been compared with
the original
COUNTY REGISTRAR-RECORDER.

Space Above This Line For Recorder's Use

NOTICE OF SPECIAL RESTRICTIONS UNDER THE CITY PLANNING CODE

MELVIN J. LUSCIA and RUTH C. LUSCIA
I (We) _____, the owner(s) of that certain real property
situate in the City and County of San Francisco, State of California, more
particularly described as follows:

(or see attached sheet marked Exhibit A on which property is more fully described)
COMMENCING at a point on the northerly line of Hill street
distant thereon 205 feet easterly from the easterly line of
Castro street; running thence easterly and along said line of
Hill street 25 feet; thence at a right angle northerly 114 feet;
thence at a right angle westerly 25 feet; thence at a right angle
southerly 114 feet to the point of commencement.
BEING part of MISSION BLOCK NO. 110.

BEING Assessor's Block 3422, Lot 65, hereby
give notice that there are special restrictions on the use of said property under
Part II, Chapter II of the San Francisco Municipal Code (City Planning Code).

Said restrictions consist of conditions attached to the approval of Building
Permit Application No. 8312504 by the Department of City Planning and are
conditions that had to be so attached in order that said application could be
approved under the City Planning Code. (Building Form 3)

The plans filed with the present application indicate on the lower floor
(basement) of the TWO-family dwelling at 552 HILL STREET, THREE (3)
BEDROOMS, ONE (1) HALLWAY, STORAGE, ONE (1) HALLWAY, ONE (1) FULL BATH ROOM AND ONE
Bath(s) said rooms having independent access to the street by way of a GARAGE AND
AN INTERIOR CONNECTION TO THE FLOOR ABOVE.

The restrictions and conditions of which notice is hereby given are

1. That said lower floor (basement) area shall be used only as accessory to the
dwelling above, as under the RH-2 zoning of the subject property,
Section 209.1 of the City Planning Code provides that not more than
one (1) TWO-family dwelling shall occupy a lot, AND that Sec. 151
of said Code provides that one (1) independently accessible, on-site,
off-street parking space shall be provided for any new dwelling unit and the
subject property contains 0 such additional space(s); and

NOTICE OF SPECIAL RESTRICTION UNDER CITY PLANNING CODE

- 2. That this lower floor (basement) area shall not be used as a separate dwelling unit or rooming unit, and no boarder shall reside therein; that utility, other services, mailbox and doorbells shall be provided for this dwelling solely on a TWO-family basis; and
- 3. That for the purposes of this restriction and the City Planning Code, installation of any appliances for cooking, such as a stove or hot plate, in this lower floor (basement) area shall be deemed creation of a kitchen and therefore creation of an additional separate dwelling unit as defined in Section 102.6 of the City Planning Code.

The use of said property contrary to these special restrictions shall constitute a violation of the City Planning Code, and no release, modification or elimination of these restrictions shall be valid unless notice thereof is recorded on the Land Records by the Zoning Administrator of the City and County of San Francisco; except that in the event that the zoning standards above are modified so as to be less restrictive and the uses herein restricted are thereby permitted and in conformity with the provisions of the City Planning Code, this document would no longer be in effect and would be null and void.

Date: JAN 6 1984 at San Francisco, California.

Melvin J. Luscica
(signature of owner)

Ruth C. Luscica

STATE OF CALIFORNIA)
CITY AND COUNTY OF SAN FRANCISCO) ss

On Jan 6 1984, before me, Harry J. Alex, a Notary Public, in and for said City and County and State, personally appeared MELVIN J. LUSCICA and RUTH C. LUSCICA known to me to be the person(s) whose name(s) is (are) subscribed to the within instrument, and acknowledged to me that he or she (they) executed the same.

Harry J. Alex
Notary Public in and for said
City and County and State



SAN FRANCISCO PLANNING DEPARTMENT

NOTICE OF VIOLATION

June 7, 2018

Property Owner

Robert T. Roddick Revoc Trust
554 Hill Street
San Francisco, CA 94114

Site Address: 552-554 Hill Street
Assessor's Block/Lot: 3622/065
Zoning District: RH-2, Residential, House, Two-Family
Complaint Number: 2018-002876ENF
Code Violation: Section 317: Loss of Residential Units
Administrative Penalty: Up to \$250 Each Day of Violation
Response Due: Within 15 days from the date of this Notice
Staff Contact: Jon Purvis, (415) 558-6354, jonathan.purvis@sfgov.org

The Planning Department has determined that the above referenced property is in violation of the Planning Code. As the owner and/or leaseholder of the subject property, you are a responsible party to bring the above property into compliance with the Planning Code. Details of the violation are discussed below:

DESCRIPTION OF VIOLATION

Our records indicate that the subject property is currently authorized for a two-family dwelling designed as two full floor flats. The violation pertains to the Residential Merger of these two flats into a single-family dwelling with a replacement unit that is substantially reduced in size.

Pursuant to Planning Code Section 317(b)(7), a "Residential Merger" shall mean the combining of two or more Residential or Unauthorized Units, resulting in a decrease in the number of Residential Units and Unauthorized Units within a building, or the enlargement of one or more existing units while substantially reducing the size of others by more than 25% of their original floor area, even if the number of units is not reduced. The replacement unit at the subject property is more than 25% smaller than either of the original units.

Pursuant to Planning Code Section 317(c), a Conditional Use Authorization is required for the loss of a dwelling through the merger of two dwellings into one unless one of the merged units is replaced with a new unit of similar size. There is no record of Conditional Use application or a Building Permit application being filed for this work.

Pursuant to Planning Code Section 171, structures and land in any zoning district shall be used only for the purposes listed in this Code as permitted in that district, and in accordance with the

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

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

regulations established for that district. Further, pursuant to Planning Code Section 174, every condition, stipulation, special restriction, and other limitation under the Planning Code shall be complied with in the development and use of land and structures. Failure to comply with any of Planning Code provisions constitutes a violation of the Planning Code and is subject to an enforcement process under Code Section 176.

TIMELINE OF INVESTIGATION

On February 28, 2018, the Planning Department sent you a Notice of Complaint to inform you about the complaint. You contacted Planning Department staff and were provided the details of the complaint, but you took no action.

On March 28, 2018, the Planning Department sent you a Notice of Enforcement informing you about the violation and the abatement process. In that notice, you were advised to contact the Enforcement Planner to arrange for a site inspection of the subject property within 15 days from the date of this notice. You requested a meeting to discuss the violation.

On April 9, 2018, you met with the Planning Department Staff and acknowledged that the building was remodeled without permit and that the two original residential flats were merged into a single dwelling, with a replacement unit added at the garage level that is more than 25% smaller than either of the original flats. You were told how to correct the violation and you agreed to begin this work immediately.

On May 17, 2018, you said you would have the plans completed within a week and would then submit the application to comply with the complaint. To date, you have not submitted any applications to correct the violation.

HOW TO CORRECT THE VIOLATION

The Planning Department requires that you immediately proceed to abate the violation by either: 1) filing a Building Permit application seeking to restore the building to its previous condition as a two-family dwelling with full floor flats; or, 2) filing a Conditional Use Authorization application seeking to legalize the Residential Merger. The Conditional Use Authorization application is available from the Planning Department's website at <http://www.sf-planning.org>. If the Conditional Use Authorization is granted, you will also need to obtain a Building Permit.

The responsible party will need to provide adequate evidence to demonstrate that either no violation exists or that the violation has been abated. Please provide evidence such as an approved building permit, dimensioned plans, photos, etc.). A site visit may also be required to verify compliance.

Please contact the Department of Building Inspection (DBI), 1660 Mission Street, San Francisco, CA 94103, telephone: (415) 558-6088, website: www.sfgov.org/dbi, regarding the Building Permit Application process. Please visit the Planning Information Counter located at the first floor of 1660 Mission Street or website: www.sf-planning.org for any questions regarding the planning process.

TIMELINE TO RESPOND

The responsible party has **fifteen (15) days from the date of this notice** to either;

- 1) Correct the violation as noted above; or
- 2) Appeal this Notice of Violation as noted below.

The corrective actions shall be taken as early as possible. Please contact the enforcement staff as noted above to submit evidence of correction. Any unreasonable delays in abatement of the violation will result in further enforcement action by the Planning Department.

APPEAL PROCESSES

If the responsible party believes that this order to remove violation of the Planning Code is an abuse of discretion by the Zoning Administrator, the following appeal processes are available **within fifteen (15) days from the date of this notice**:

- 1) The responsible party may request a Zoning Administrator Hearing under Planning Code Section 176 to show cause why this Notice of Violation is issued in error and should be rescinded by submitting the Request for Zoning Administrator Hearing Form and supporting evidence to the Planning Department. The Zoning Administrator shall render a decision on the Notice of Violation within 30 days of such hearing. The responsible party may appeal the Zoning Administrator's decision to the Board of Appeals within 15 days from the date of the decision.
- 2) The responsible or any interested party may waive the right to a Zoning Administrator Hearing and proceed directly to appeal the Notice of Violation to the Board of Appeals located at 1650 Mission Street, Room 304, San Francisco, CA 94103, telephone: (415) 575-6880, website: www.sfgov.org/bdappeal. The Board of Appeals may not reduce the amount of penalty below \$100 per day for each day the violation continues unabated, excluding the period of time the matter has been pending either before the Zoning Administrator or before the Board of Appeals.

ADMINISTRATIVE PENALTIES

If any responsible party does not request any appeal process and does not take corrective action to abate the violation **within the 15-day time limit** as noted above, this Notice of Violation will become final. Beginning on the following day, administrative penalties of up to **\$250 per day** to the responsible party will start to accrue for each day the violation continues unabated. The penalty amount shall be paid **within 30 days** from the final date of the Notice of Violation. After 30 days, the Planning Department may forward the matter to the Bureau of Delinquent Revenue for collection as authorized by Article V, Section 10.39 of the San Francisco Administrative Code. Please be advised that payment of penalty does not excuse failure to correct the violation or bar further enforcement action. Additional penalties will continue to accrue until a corrective action is taken to abate the violation.

ENFORCEMENT TIME AND MATERIALS FEE

Pursuant to Planning Code Section 350(g)(1), the Planning Department shall charge for 'Time and Materials' to recover the cost of correcting the Planning Code violations. Accordingly, the responsible party is currently subject to a fee of \$1,351 for 'Time and Materials' cost associated with the Code Enforcement investigation. **Please submit a check payable to 'San Francisco Planning Department' for Code Enforcement within 15 days from the date of this notice.** Additional fees will continue to accrue until the violation is abated. This fee is separate from the administrative penalties as noted above and is not appealable.

OTHER APPLICATIONS UNDER CONSIDERATION

The Planning Department requires that any pending violations be resolved prior to the approval and issuance of any new applications that you may wish to pursue in the future. Therefore, any applications not related to abatement of the violation on the subject property will be placed on hold until the violation is corrected. We want to assist you in ensuring that the subject property is in full compliance with the Planning Code.

Please contact the enforcement planner noted above if you have any questions or wish to review the enforcement file related to the above matter. The enforcement file may be available for public inspection at the Planning Department during normal office hours (Monday to Friday, 8:00 a.m. to 5:00 p.m., 1650 Mission Street, Room 400) and in the hearing room on the date the matter is scheduled to be heard upon receipt of a request for a hearing.

Sincerely,



Tina Tam
Code Enforcement Manager

Enc.: Notice of Enforcement dated March 28, 2018

cc: Patrick O'Riordan, Chief Building Inspector
patrick.oriordan@sfgov.org

Henry Karnilowicz, Occidental Express
henry.karnilowicz@gmail.com



SAN FRANCISCO PLANNING DEPARTMENT

NOTICE OF ENFORCEMENT

March 28, 2018

Property Owner

Robert T. Roddick Revoc Trust
554 Hill Street
San Francisco, CA 94114

Site Address: 552-554 Hill Street
Assessor's Block/Lot: 3622/ 065
Zoning District: RH-2, Residential- House, Two-Family
Complaint Number: 2018-002876ENF
Code Violation: Section 317: Loss of Residential Units
Administrative Penalty: Up to \$250 Each Day of Violation
Response Due: Within 15 days from the date of this Notice
Staff Contact: Jon Purvis, (415) 558-6354, jonathan.purvis@sfgov.org

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

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

The Planning Department has received a complaint that a Planning Code violation exists on the above referenced property that needs to be resolved. As the owner of the subject property, you are a responsible party. The purpose of this notice is to inform you about the Planning Code Enforcement process so you can take appropriate action to bring your property into compliance with the Planning Code. Details of the violation are discussed below:

DESCRIPTION OF VIOLATION

Our records indicate that the subject property is currently authorized for a two-family dwelling designed as two flats. The violation pertains to the merger of these two flats into a single-family dwelling with a second smaller unit added in the rear yard. Pursuant to Planning Code Section 317(c), a Conditional Use Authorization is required for the loss of a dwelling through the merger of two dwellings into one unless one of the merged units is replaced with a new unit of similar size. There is no record of Conditional Use application or a Building Permit application being filed for this work.

On February 28, 2018, the Planning Department sent you a Notice of Complaint to inform you about the complaint. You contacted Planning Department staff and were provided the details of the complaint.

Pursuant to Planning Code Section 171, structures and land in any zoning district shall be used only for the purposes listed in this Code as permitted in that district, and in accordance with the regulations established for that district. Further, pursuant to Planning Code Section 174, every condition, stipulation, special restriction, and other limitation under the Planning Code shall be complied with in the development and use of land and structures. Failure to comply with any of Planning Code provisions constitutes a violation of Planning Code and is subject to enforcement process under Code Section 176.

www.sfplanning.org

HOW TO CORRECT THE VIOLATION

Contact the Enforcement Planner listed above to arrange for a site inspection of the subject property within 15 days from the date of this notice. If the building does not have two dwellings of similar size (e.g. two flats) and a violation is confirmed, you must immediately proceed to abate the violation by restoring the second unit with a Building Permit application. If you intend to use the above property as a single-family dwelling, you may file a Conditional Use Authorization application to seek legalization of such use. The Conditional Use Authorization application is available from the Planning Department's website at <http://www.sf-planning.org>. If the Conditional Use Authorization is granted, you will also need to obtain a Building Permit.

The responsible party will need to provide adequate evidence to demonstrate that either no violation exists or that the violation has been abated. Evidence would include a duly issued permit showing Planning Department approval of the property as it exists. A site visit will be required to verify compliance.

Please contact the Department of Building Inspection (DBI), 1660 Mission Street, San Francisco, CA 94103, telephone: (415) 558-6088, website: www.sfgov.org/dbi, regarding the Building Permit Application process. Please visit the Planning Information Counter located at the first floor of 1660 Mission Street or website: www.sf-planning.org for any questions regarding the planning process.

TIMELINE TO RESPOND

The responsible party has **fifteen (15) days from the date of this notice** to contact the staff planner noted at the top of this notice and submit evidence to demonstrate that the corrective actions have been taken to bring the subject property into compliance with the Planning Code. A site visit may also be required to verify the authorized use at the above property. The corrective actions shall be taken as early as possible. Any unreasonable delays in abatement of the violation may result in further enforcement action by the Planning Department.

PENALTIES AND APPEAL RIGHTS

Failure to respond to this notice by abating the violation or demonstrating compliance with the Planning Code **within fifteen (15) days from the date of this notice** will result in issuance of a **Notice of Violation** by the Zoning Administrator. Administrative penalties of up to **\$250 per day** will also be assessed to the responsible party for each day the violation continues thereafter. The Notice of Violation provides appeal processes noted below.

- 1) Request for Zoning Administrator Hearing. The Zoning Administrator's decision is appealable to the Board of Appeals.
- 2) Appeal of the Notice of Violation to the Board of Appeals. The Board of Appeals may not reduce the amount of penalty below \$100 per day for each day the violation exists, excluding the period of time the matter has been pending either before the Zoning Administrator or before the Board of Appeals.

ENFORCEMENT TIME AND MATERIALS FEE

Pursuant to Planning Code Section 350(g)(1), the Planning Department shall charge for 'Time and Materials' to recover the cost of correcting Planning Code violations and violations of Planning Commission and Planning Department's Conditions of Approval. Accordingly, the responsible party may be subject to an amount of \$1,351 plus any additional accrued time and materials cost for Code Enforcement investigation and abatement of violation. This fee is separate from the administrative penalties as noted above and is not appealable.

OTHER APPLICATIONS UNDER CONSIDERATION

The Planning Department requires that any pending violations be resolved prior to the approval and issuance of any new applications that you may wish to pursue in the future. Therefore, any applications not related to abatement of the violation on the subject property will be placed on hold until the violation is corrected. We want to assist you in ensuring that the subject property is in full compliance with the Planning Code. You may contact the enforcement planner as noted above for any questions.



\$4,495,000 CURRENCY ▼	4,500 SQ. FT.
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552 Hill Street
San Francisco, CA 94114
United States

Year Built: 1904
Interior: 4,500 sq. ft. (approx.)

MLS ID: 466608

Magnificent Victorian nestled on a desirable flat block on the border of Dolores Heights and Noe Valley. This historic estate has been painstakingly maintained by the same family for nearly a century. Built in 1904 as a 2-unit building, today 554 Hill lives as a grand SFH with an in-law unit. While the original architectural details have been largely preserved, the home has been updated with contemporary elements for luxury living, such as the state-of-the-art appliances, elevator and solar panels. With ample living space, the main home presents 8 bedrooms and 3.5 bathrooms. In-law unit adds another 2 bedrooms, a full bathroom, a kitchen and laundry. The home is complete with an enchanting backyard and large views from the rooftop deck.

NEIGHBORHOOD



















1 RYAN J. PATTERSON (SBN 277971)
2 SARAH M.K. HOFFMAN (SBN 308568)
3 ZACKS, FREEDMAN & PATTERSON, PC
4 235 Montgomery Street, Suite 400
5 San Francisco, CA 94104
6 Tel: (415) 956-8100
7 Fax: (415) 288-9755

8 Attorneys for Appellant
9 Robert T. Roddick Revocable Trust

10 **SAN FRANCISCO BOARD OF APPEALS**

11 ROBERT T. RODDICK REVOCABLE
12 TRUST,

13 Appellant,

14 vs.

15 CITY AND COUNTY OF SAN
16 FRANCISCO, ZONING ADMINISTRATOR,
17 and PLANNING DEPARTMENT,

18 Respondents.

Appeal No.: 18-085

**DECLARATION OF SARAH M. K.
HOFFMAN**

Planning Dept. Case No.: 2018-002876ENF
Project Address: 552-554 Hill Street
Hearing Date: October 17, 2018

19 I, Sarah M. K. Hoffman, declare as follows:

20 1. I am over the age of 18 years, and I am an attorney for the Appellant in the
21 above-entitled action. I have personal knowledge of the facts stated herein and, if called
22 to testify thereto, I could competently testify to those facts. I believe to be true any
23 matters declared on information and belief.

24 2. Attached hereto as **Exhibit A** is a true and correct copy of the approved
25 plans for Building Permit Application No. 200312313258, provided by the Appellant.

26 3. Attached hereto as **Exhibit B** is a true and correct copy of a Certificate of
27 Final Completion and Occupancy dated September 7, 2017, issued for 552-554 Hill
28

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

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Street in relation to Permit Application No. 200602285570, obtained from the Records Management Division of DBI.

4. Attached hereto as **Exhibit C** is a true and correct copy of a Title 24 Report prepared for 552-554 Hill Street, provided by the Appellant.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this was executed on August 29, 2018.



Sarah M. K. Hoffman

EXHIBIT A

GENERAL NOTES AND SPECIFICATIONS:

A. GENERAL CONDITIONS AND NOTES:

- All work shall be in accordance with all Federal, State and local Building Codes and safety ordinances in effect at the time and place of building.
- These drawings are neither comprehensive nor exhaustive and are intended to set forth the general layout and intent of the work in sufficient detail only to meet the review requirements of the City and County of San Francisco and to indicate the general scope of work for potential bidders.
- As an alteration project, there are aspects of the work that are not fully detailed, and must be worked out in the field to the satisfaction of the Owner, the Architect, and the City and County of San Francisco and of its Officials.
- Each Contractor shall verify all conditions and dimensions on the site. All inconsistencies shall be brought to the attention of the Owner and his or her representative.
- Each Contractor bidding and constructing a portion of the work, shall assume that his or her work shall, unless otherwise noted in writing to the Owner, include all materials, labor and equipment required for a complete operating system conforming to a minimum to all applicable laws, codes, and regulations.
- Any additional plans, diagrams, Title 24 forms, or other work required for an electrical, mechanical, or plumbing permit shall be provided by the Contractor, who shall pay for and secure the appropriate permit.
- Any inconsistencies in the drawings or design deficiencies of which the Contractor becomes aware which could affect the intended function of the work shall be brought to the attention of the Owner and his or her representative in writing.
- All materials and methods of work shall conform to the published recommendations of the manufacturer. In absence of manufacturer's recommendations, or where the recommendations are incomplete, materials and methods, and work shall conform to published standards of the industry, such as recognized trade association standards, ASTM, or ANSI standards. Where industry standards or manufacturer's recommendations are in conflict with or exceed applicable laws, codes and/or manufacturer's recommendations, the most stringent shall apply.
- Once a construction contract has been executed, the Owner will not consider any request for additional compensation that has not been requested in writing prior to execution of the work.
- Existing work, if labeled, will always be prefixed as "Exist." or (E). New work will always be either unprefixed or prefixed as new or (N) or "add".
- All materials shall be new unless specified otherwise or approved by the Owner.
- All materials are subject to Owner's approval prior to installation. Approval by Owner does not relieve Contractor of responsibility.
- The Owner's representative shall not be responsible for defective materials or work on those portions of the project done by the Contractor.
- It is the Contractor's responsibility to carry normal adequate insurance, and to hold the Owner and the Owner's representatives blameless for any claims arising from work on this project.
- Only written dimensions shall be used. DO NOT SCALE DRAWINGS. Contractor shall verify and be made completely responsible for all dimensions and conditions of the project. Architect must be notified in writing of any proposed or required variations from the dimensions and conditions shown and a written change order issued before making changes at job site.
- By accepting and using these drawings, the Contractor agrees to assume sole and complete responsibility for job site conditions during the course of construction of this Project, including safety of all persons and property; that this requirement shall apply continuously and not be limited to working hours; and that the Contractor shall defend, indemnify and hold the Owner and the Architect harmless from any and all liability, real or alleged, in connection with the performance of work on this Project, excepting for liability arising from the sole negligence of the Owner or the Architect.
- Contractor acknowledges familiarization with the project site conditions, grades, etc., with the drawings and specifications, with the delivery facilities and all other matters and conditions which may affect the operation and completion of the work and assumes all risks therefrom.
- Contractor shall be responsible for locating all utilities. All damage shall be repaired at the Contractor's expense.
- The drawings schematically indicate existing and new construction. Due to the nature of the work, adjustments will likely be required in the field to meet the design objectives. Such adjustments, which could be, reasonably expected, based on general experience in this type of construction, are part of the Contract and shall be made by the Contractor without additional cost to the Owner.
- Contractor shall be responsible for all damage to any existing improvements, which are to remain in the completed work. All such damage shall be repaired to the Owner's satisfaction.
- Some of the original materials incorporated in this building may contain asbestos. Work around and/or handling and disposal of such materials shall be in full compliance with all applicable Federal and State laws.

B. ELEVATOR WORK:

- All elevator work shall comply with ANSI/ASME Standard a17-1994, Section 500 through 512.9
- The following items of work may require Special Inspection in accordance with the 1997 Uniform Building Code and the 2001 California Building Code and the 2001 San Francisco Amendments to the aforementioned Code.

C. SHOP DRAWINGS AND SUBMITTAL REQUIREMENTS:

- Contractor shall submit, in accordance with the requirements outlined below, shop drawings, calculations and other documentation for the following work items of work:
 - Contractor's sequence of work plan.
 - Elevator car and equipment.
 - Any substitutions of materials from those specified.
- All submittals shall be furnished in such a manner that they are received by the Architect not later than 3 working days prior to the date that the Contractor requires the Architect's comments.

D. SPECIAL INSPECTION REQUIREMENTS

- The following items of work may require Special Inspection in accordance with the 1997 Uniform Building Code and the 2001 Cal. Bldg. Code with 2001 City and County of San Francisco Amendments.
 - Boils in Concrete.
 - Gypsum Board.
- The Special Inspector shall be selected, engaged and paid by the Owner at no cost to the Contractor provided however that the Owner reserves the right to deduct from payments to the Contractor the actual cost of unnecessary inspections caused by the Contractor's failure to perform work correctly and/or have work ready after requesting inspection.
- It is the Contractor's sole responsibility to call for required inspections and he or she shall not cover any work until notified that the work in question has passed inspection.
- The Contractor shall cooperate with the Special Inspector and afford access to the Work.
- Disputes arising out of the decisions made by the Special Inspector shall be referred to the Architect whose decision shall be final.

D. SHOP DRAWINGS AND SUBMITTAL REQUIREMENTS:

- Contractor shall submit, in accordance with the requirements outlined below, shop drawings, calculations and other documentation for the following work items of work:
 - Contractor's sequence of work plan.
 - Elevator Components.
 - Any substitutions of materials from those specified.
- All submittals shall be furnished in such a manner that they are received by the Architect not later than 3 working days prior to the date that the Contractor requires the Architect's comments.

E. CONCRETE

- Minimum 28 days structural concrete compressive strength shall be 2500 psi.
- Reinforcing bars shall conform to ASTM A-615, Grade 40 for bars #6 and smaller. Bar lengths as long as practical, 40 bar diameter laps at all splices.
- Welded wire fabric (WWF) shall comply with ASTM A-185.
- Reinforcing bar clearances are as follows: surfaces poured against earth: 3 inches; formed surfaces exposed to earth or weather: 2 inches; all other exterior surfaces: 1 1/2 inches; interior surfaces: 3/4 inches.
- All reinforcing bar, anchor bolts, inserts, etc. shall be rigidly secured in place prior to pouring concrete.
- #6 or smaller reinforcement bars requiring more than one 90 degree bend or any bend greater than 90 degrees and all bars #6 and larger shall be shop bent prior to delivery to the job site.
- All horizontal reinforcing to be supported on concrete blocks (dobies), min. 3" for foundations and 2" for slabs.
- Where bolts, dowels, or other items are noted to be embedded in "epoxy" one of the following shall be used:
 - Adhesive Engineering, Concrete 1001PL or.
 - Simpson Epoxy-Tie Adhesive
 - Covert Two Part Epoxy
 - Hilti Capsule Anchors

F. ROUGH CARPENTRY:

- ALL EXTERIOR FRAMING LUMBER SHALL BE PRESSURE TREATED. Pressure treated lumber and plywood shall comply with AWPA STD LP-22, "Ground Contact", for sill plates and ledgers, and LP-2 "Above Ground", for beams, joists and posts and sheathing and bear the AWPA mark. All cut wood, cut plywood edges, drilled holes etc., shall be treated with a 2% concentrate solution of Cuprinol Green #10 applied per AWPA Recommended Practice M-4.
- Except as noted below, all sawn lumber shall be Douglas Fir-Larch Sawn lumber shall be the following grades:
 - Beams and Headers: Select Structural (SEL STR) or Dense #1
 - Joists and Rafters: #2 & Better
 - Studs and Posts: STD & BTR
- Redwood (RWD) shall be #2 FDN grade or better and shall bear the CRA or RIS grade mark.
- All nails shall be full length common nails with full heads, and comply with the 1997 Uniform Building Code.
- All framing clips, joist hangers, post connectors, and other structural hardware shall be manufactured by Simpson Strong Tie, Inc. or by other brands of equal load value ICBOES.
- Structural members shall not be notched, drilled tapered, dapped or cut in any way except as shown on the drawings.

G. GYPSUM BOARD:

- All gypsum board at elevator shaft shall be 1/2" thick, Type X, Tape joints to "Tire taping" standard.

H. METALS:

- All work shall be in accordance with the AISC specification for the Design, Fabrication and Erection of Structural Steel for Buildings.
- All structural steel and miscellaneous iron shall be ASTM A-36.
- All machine bolts (M.B.s) shall be ASTM A-307. Bolt holes 1/8" larger than bolts. All holes to be drilled or punched. Burning of holes shall not be permitted.
- Threaded rod shall conform to ASTM-572, Grade 50.
- Install standard cut washers under all bolt heads and nuts which would otherwise bear against sill plates, steel members, or connectors unless otherwise noted on plans. Install bearing plates or malleable iron washers under all bolt heads and nuts which would otherwise bear against wood members.
- All shop and field welding by certified welders per AWS D1.1 Structural Steel Welding Code. E-70 electrodes at all structural steel connections.
- Submit shop drawings on all fabricated steel to Architect prior to fabrication.
- Unless galvanized, all other steel shall receive one coat of rust inhibiting shop primer.

I. ELECTRICAL:

- Comply with ANSI/ASME Standard 17.1-2200 or most recent applicable standard.
- Provide adequate power supply as per Elevator Manufacturer Specifications.
- Provide 30 AMP Disconnect at machine room.

DRAWING INDEX

- A0- GENERAL NOTES & SPECIFICATIONS, ABBREVIATIONS, PROJECT INFORMATION, LOCATION MAP, DRAWING INDEX
- A1- EXISTING FLOOR PLANS
- A2- PROPOSED FLOOR PLANS
- A3- DETAILS OF ELEVATOR, ROOF PLAN, SECTIONS, DETAILS

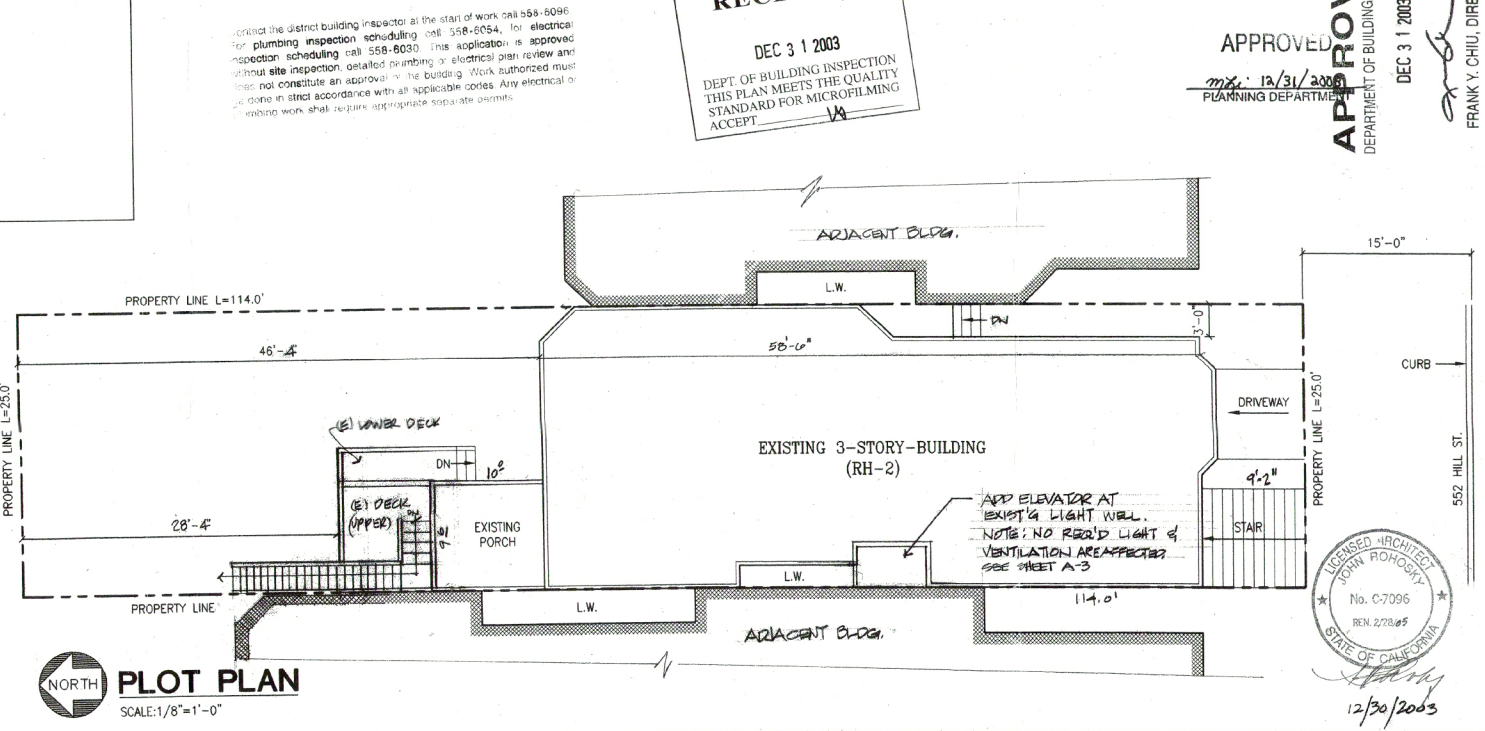
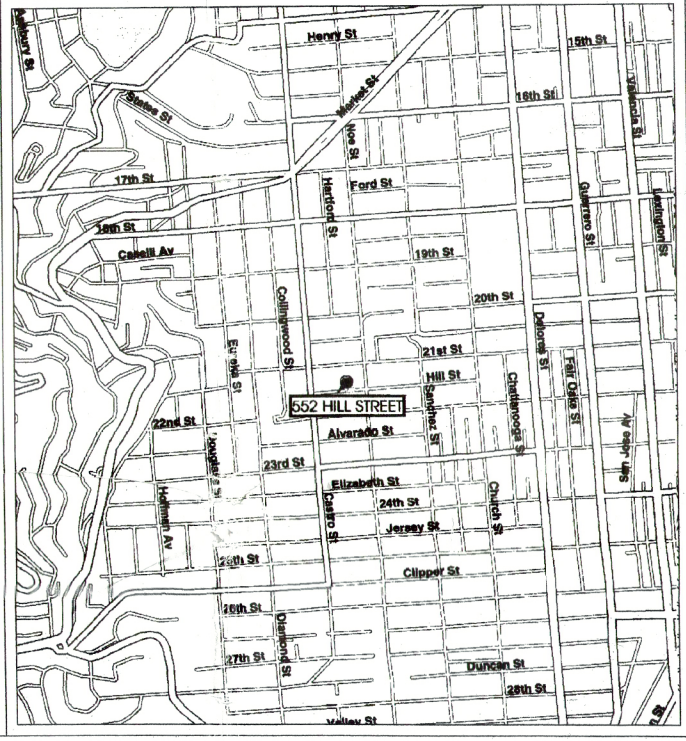
ABBREVIATIONS

ADJ. ALUM.	ADJACENT ALUMINUM	MAX. MECH. MEMB.	MAXIMUM MECHANICAL MEMBRANE MANUFACTURER
BD. EDRM. BLKG. BLK. BM.	BOARD BEDROOM BLOCK BEAM	MIN. MSTR. MTL.	MINIMUM MIRROR MASTER BEDROOM METAL
C.B. C.J. CONC. CONT.	CATCH BASIN CEILING JOIST CONCRETE CONTINUOUS	(N) N.T.S.	NEW NOT TO SCALE
D. EBL. DN. DR. D.S. DW. DWG.	DRYER DOUBLE DOWN DOOR DOWNSPOUT DISHWASHER DRAWING	O/ OBS. O.C. OV. O.P.W.	OVER OBSCURE ON CENTER OPEN OUTSIDE FACE OF WALL
(E) EA. ELEC. EXT.	EXISTING EACH ELECTRICAL EXTERIOR	R.A. REF. REQ. R.O. RDWD.	RETURN AIR REFRIGERATOR REQUIRED ROUGH OPENING REDWOOD
F.A.U. FND. F.J. FLR. F.LC. F.O.C. F.O.S. F.O.W. F.O.F. FT.	FORCED AIR UNIT FOUNDATION FLOOR JOIST FLOOR JOIST FACE OF CONCRETE FACE OF STUD FACE OF WALL FACE OF FRAMING FOOT / FEET	S.C. SIM. SLD. SPEC. SQ.	SOLID CORE SIMILAR SLIDER SPECIFICATION SQUARE
GAL. GFI. GYP.	GALVANIZED GROUND FAULT CIRCUIT INTERRUPTER GYPSUM	T.C. TEL. TEMP. TAG. T.O.C. TV. TYP.	TRASH COMPACTOR TELEPHONE TEMPERED TONGUE & GROOVE TOP OF CONCRETE TELEVISION TYPICAL
H.B. H.C. HDR. HR. HORIZ.	HOSE BIB HOLLOW CORE HEADER HOUR HORIZONTAL	UBC. U.N.O.	UNIFORM BUILDING CODE UNLESS NOTED OTHERWISE
INT. JST. KITCHEN. LAM. LT.	INTERIOR JOIST KITCHEN LAMINATE LIGHT	VER. VOL. VILF.	VERTICAL VOLUME VERIFY IN FIELD
		W/ W.C. WD. WH. W/O. W.W.N.	WITH WATER CLOSET WOOD WATER HEATER WITHOUT WELDED WIRE MESH

PROJECT INFORMATION

PROJECT DESCRIPTION:
ADDRESS: 552 / 554 HILL STREET SAN FRANCISCO, CALIFORNIA 94114
TYPE OF CONSTRUCTION: ELEVATOR WORK - ADD ELEVATOR
OWNER: BOB & NANCY RODDICK 552 / 554 HILL STREET SAN FRANCISCO, CALIFORNIA 94114
ARCHITECT: JOHN ROHOSKY, AIA PIER 50, 401 CHINA BASIN STREET #104 SAN FRANCISCO, CALIFORNIA 94107 CERTIFICATION # C-7096 TEL: (415)442-0104 FAX: (415)442-0134

LOCATION MAP



RECEIVED
DEC 31 2003
DEPT. OF BUILDING INSPECTION
THIS PLAN MEETS THE QUALITY STANDARD FOR MICROFILMING ACCEPT.

APPROVED
DEC 31 2003
FRANK Y. CHIU, DIRECTOR

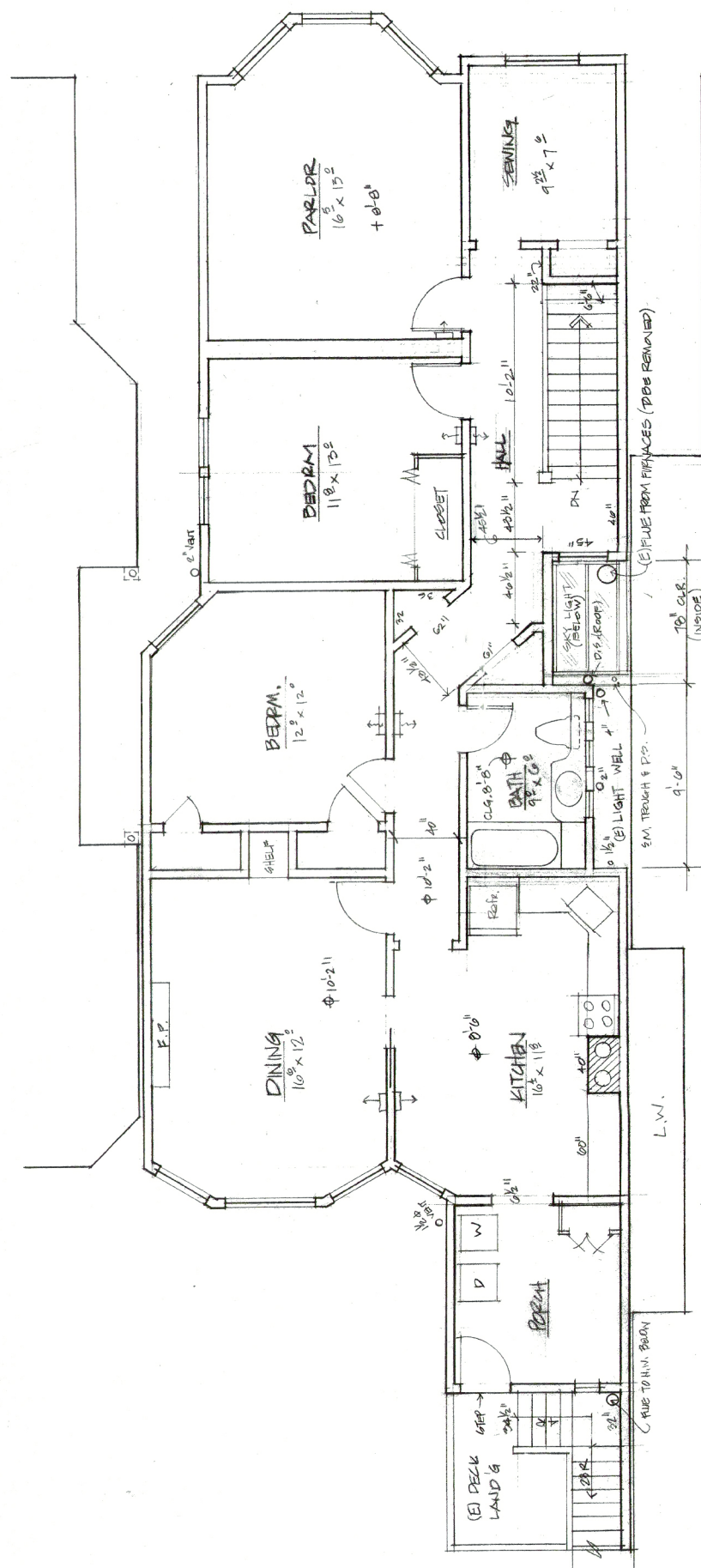
APPROVED ARCHITECT
JOHN ROHOSKY
No. C-7096
REN 2/28/05
12/30/2003

REVISIONS	BY

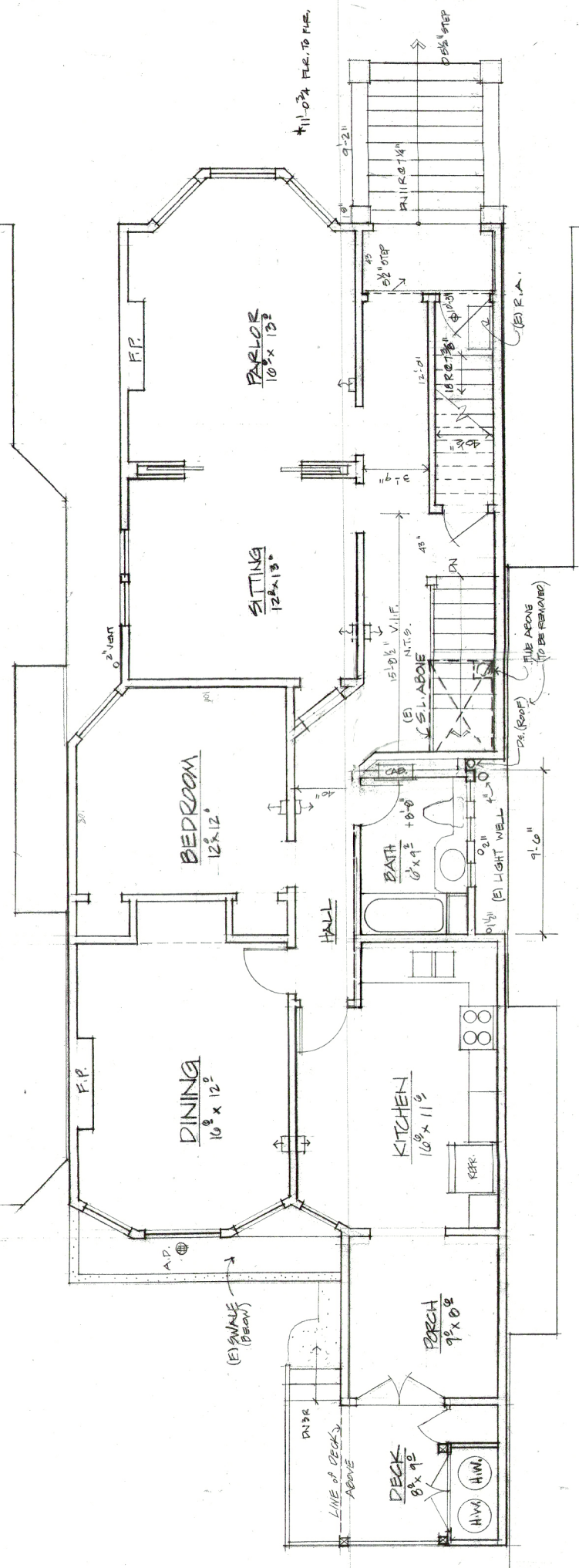
INSTALL ELEVATOR & INTERIOR ALTERATIONS
C-7096
John Rohosky, AIA
Pier 50, 401 China Basin Street #104
San Francisco, Ca 94107
TEL: (415) 442-0104
FAX: (415) 442-0134

GENERAL NOTES & SPECIFICATIONS, PROJECT INFORMATION, PLOT PLAN
PROJECT LOCATION:
ROBERT & NANCY RODDICK
552, 554 HILL STREET
SAN FRANCISCO, CA 94114

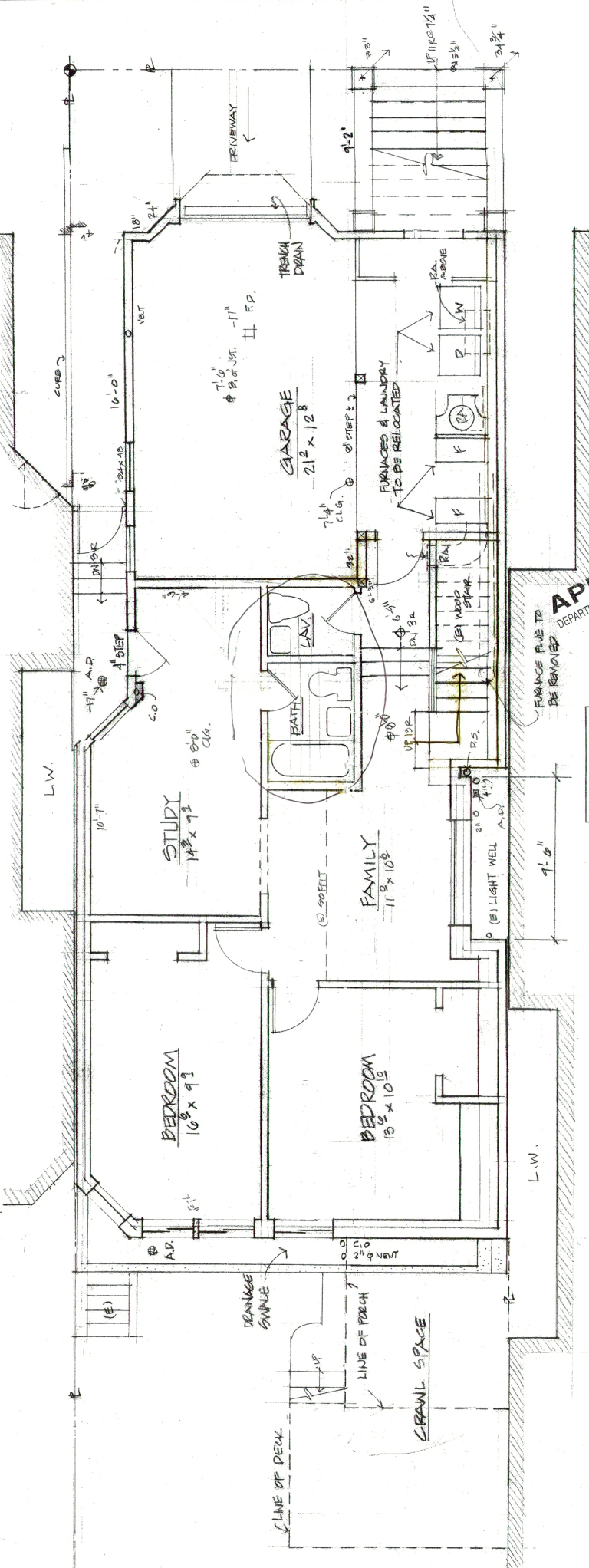
DRAWN	
CHECKED	
DATE	9-11-03
SCALE	AS NOTED
JOB NO.	03-04
SHEET	A-0
1 OF 4 SHEETS	



SECOND FLOOR
@ 1/4" = 1'-0"



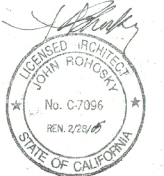
FIRST FLOOR
@ 1/4" = 1'-0"



GROUND FLOOR PLAN
@ 1/4" = 1'-0"

APPROVED
DEPARTMENT OF BUILDING INSPECTION
DEC 3 1 2003
FRANK Y. CHIU, DIRECTOR

RECEIVED
DEC 3 1 2003
DEPT. OF BUILDING INSPECTION
THIS PLAN MEETS THE QUALITY
STANDARD FOR MICROFILMING
ACCEPT



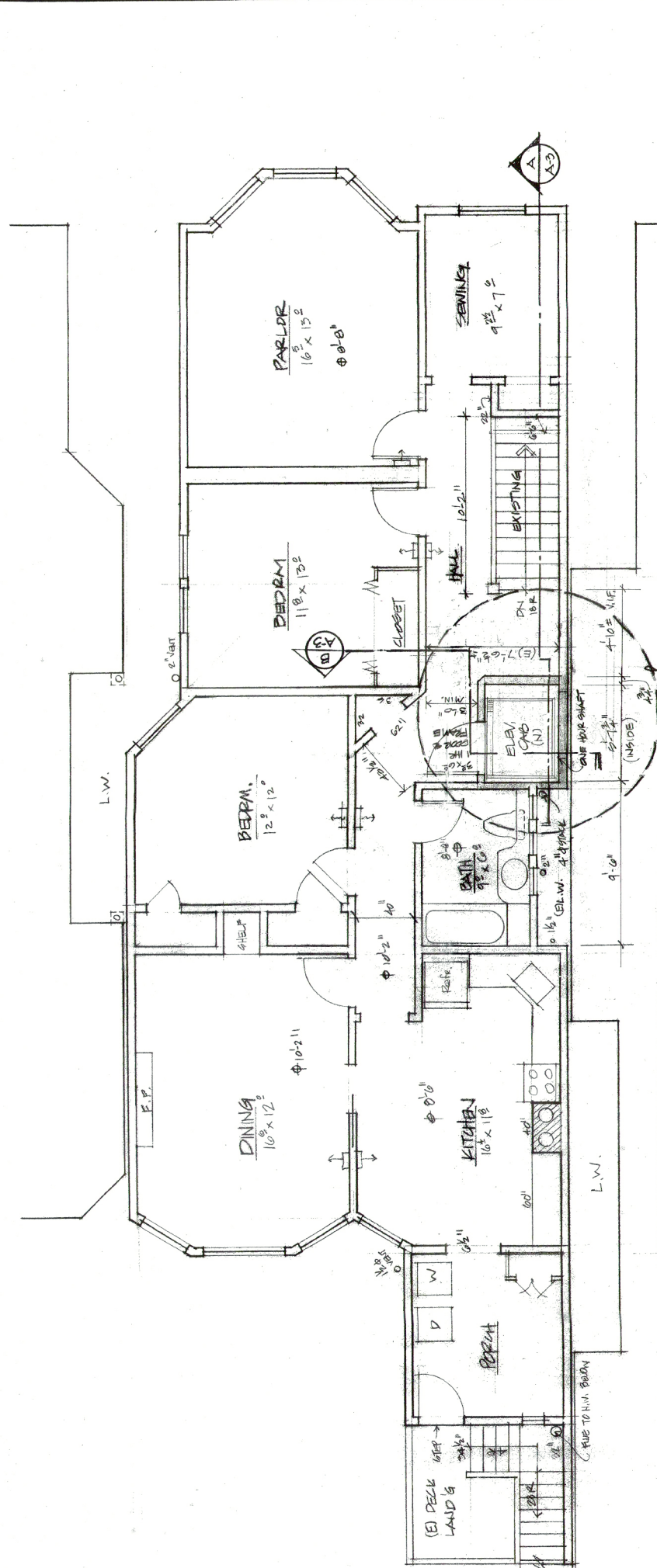
* NOTE: MEASUREMENTS PROVIDED BY OWNER ON 9/03

REVISIONS	BY

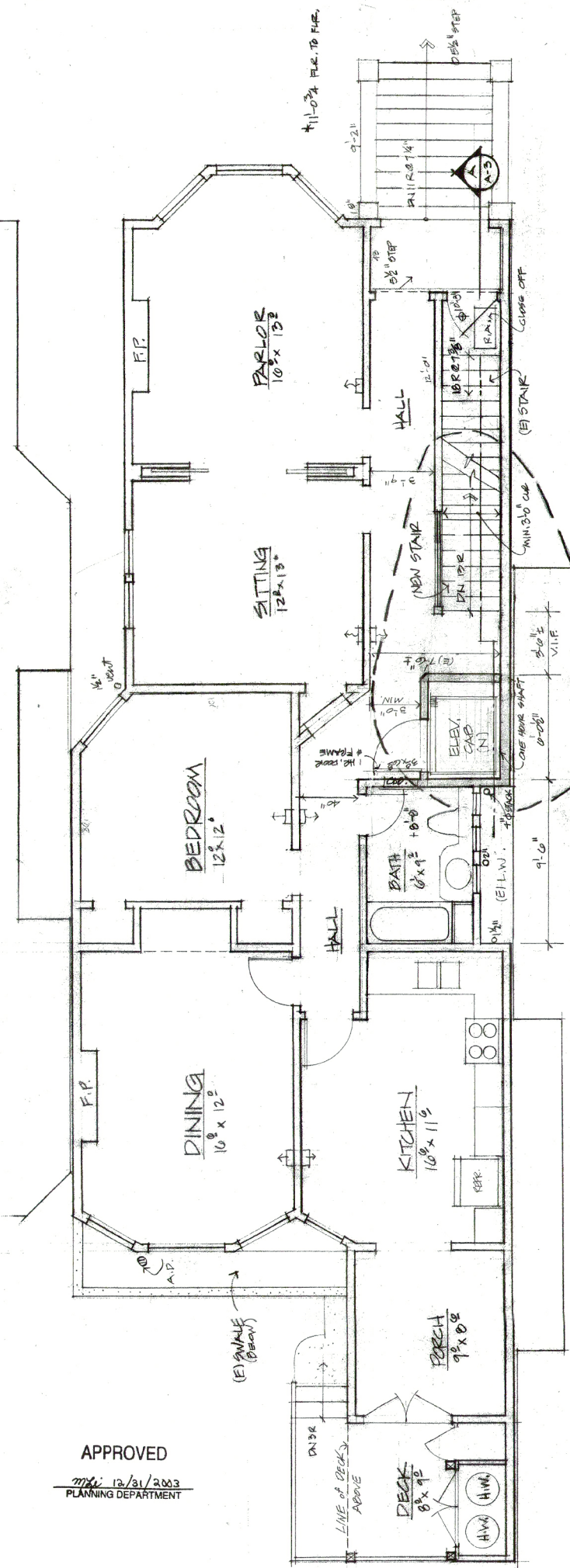
INSTALL ELEVATOR & INTERIOR ALTERATIONS
John Rohosky, AIA
Pier 50, 401 China Basin Street #104
San Francisco, CA 94107 (415) 442-0104
C-7096

EXISTING FLOOR PLANS
ROBERT & NANCY RADDICK
552 554 HILL STREET
SAN FRANCISCO, CA 94114

DRAWN	✓
CHECKED	✓
ORIG. DATE	9.11.03
SCALE	AS NOTED
JOB NO.	03-04
SHEET	A-1

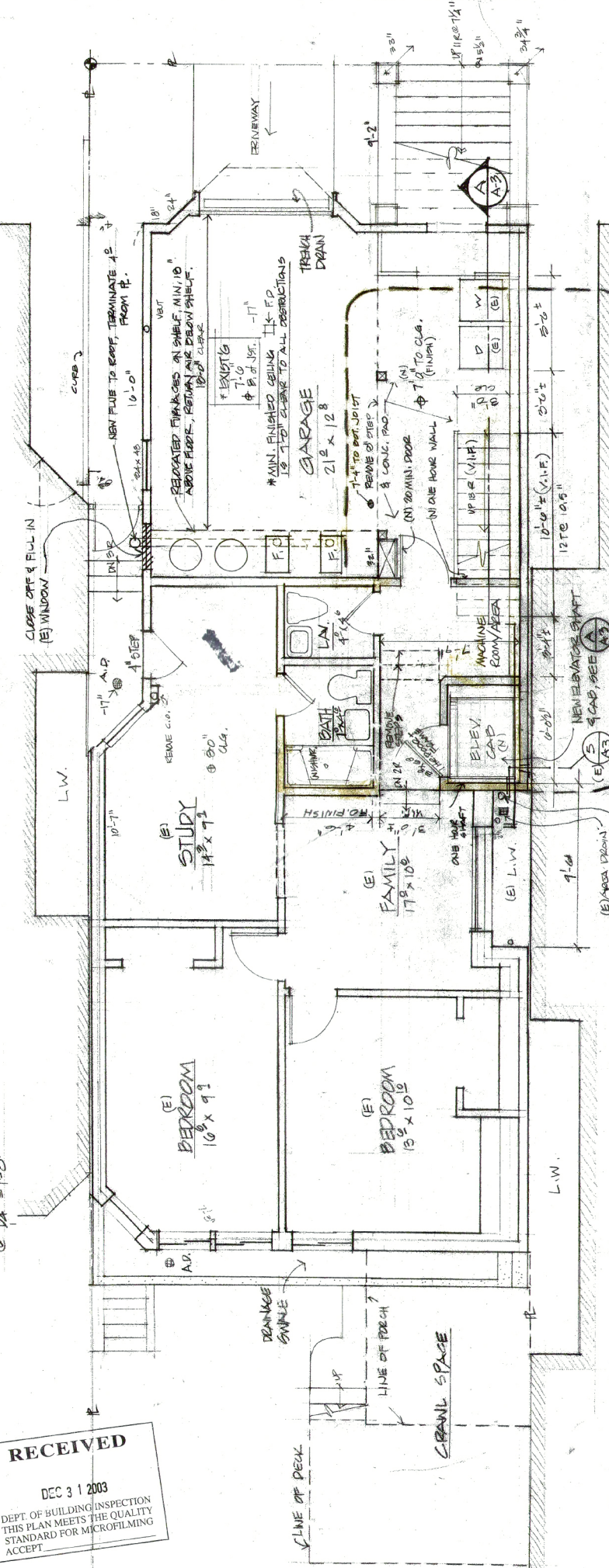


SECOND FLOOR
@ 1/4" = 1'-0"



APPROVED
12/31/2003
PLANNING DEPARTMENT

FIRST FLOOR
@ 1/4" = 1'-0"



APPROVED
DEC 31 2003
FRANK Y. CHIU
DIRECTOR
DEPARTMENT OF BUILDING INSPECTION

GROUND FLOOR PLAN
@ 1/4" = 1'-0"

* NOTE: MEASUREMENTS PROVIDED BY OWNER ON 9/03

REVISIONS	BY

INSTALL ELEVATOR &
INTERIOR ALTERATIONS
John Rohosky, AIA
Pier 50, 401 China Basin Street #104
San Francisco, CA 94107 (415) 442-0104
C-7096

PROPOSED FLOOR PLANS
ROBERT & NANCY RADDICK
552 504 HILL STREET
SAN FRANCISCO, CA 94114

DRAWN	
CHECKED	
DATE	9.11.03
SCALE	AS NOTED
JOB NO.	03-04
SHEET	A-2
OF	4 SHEETS

RECEIVED
DEC 31 2003
DEPT. OF BUILDING INSPECTION
THIS PLAN MEETS THE QUALITY
STANDARD FOR MICROFILMING
ACCEPT



12/30/03

REVISIONS	BY

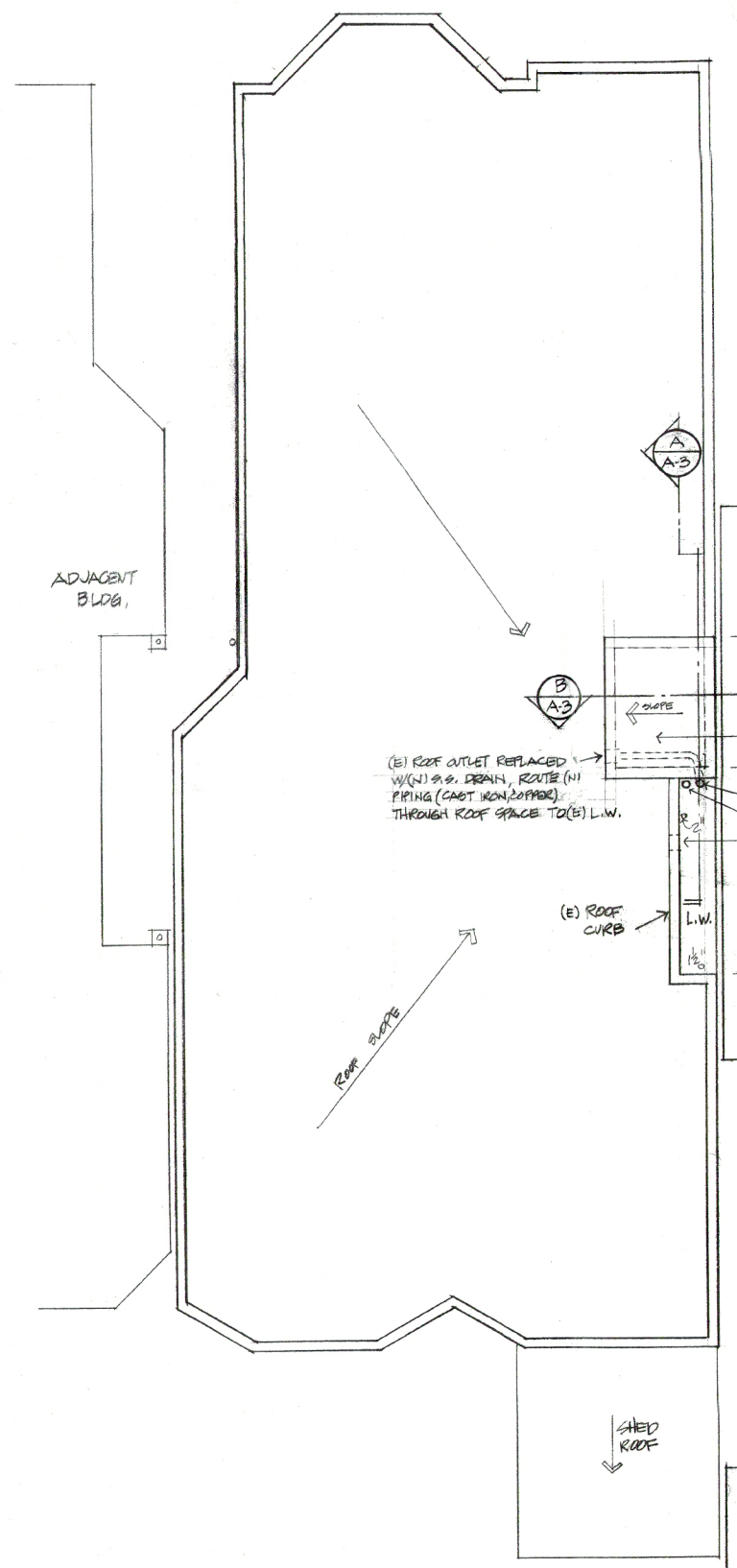
INSTALL ELEVATOR & INTERIOR ALTERATIONS

John Rohosky, AIA
 Pier 50, 401 China Basin Street #104
 San Francisco, CA 94107 (415) 442-0104

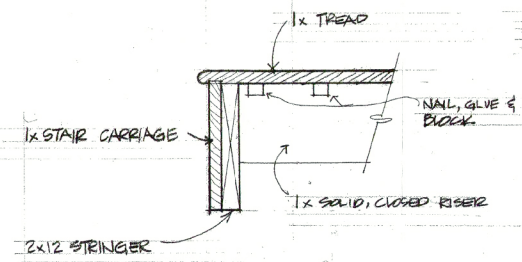
ROOF PLAN, SECTIONS, DETAILS

ROBERT & NANCY ROPACK
 552, 554 HILL STREET
 SAN FRANCISCO, CA 94114

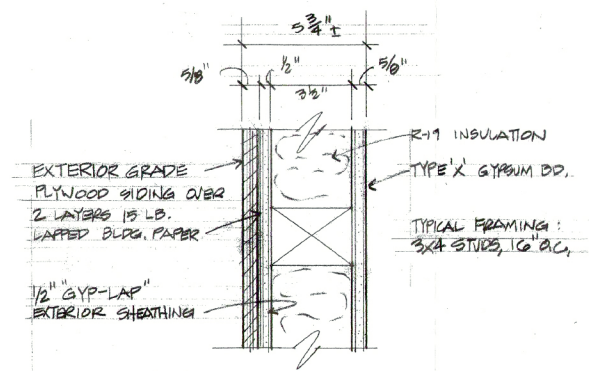
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CHECKED	✓
DATE	9-11-03
SCALE	AS NOTED
JOB NO.	08-24
SHEET	A-3
OF 4 SHEETS	4



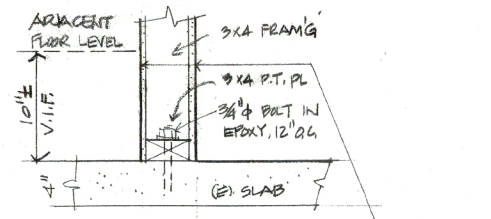
ROOF PLAN @ 1/4" = 1'-0"



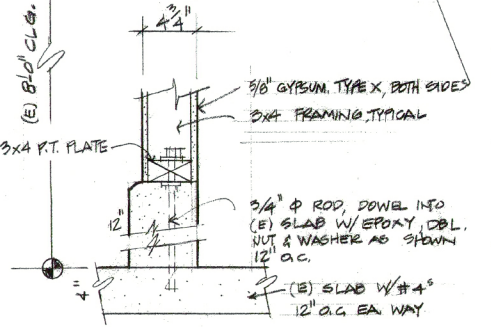
1 STAIR DETAIL @ 1/2" = 1'-0"



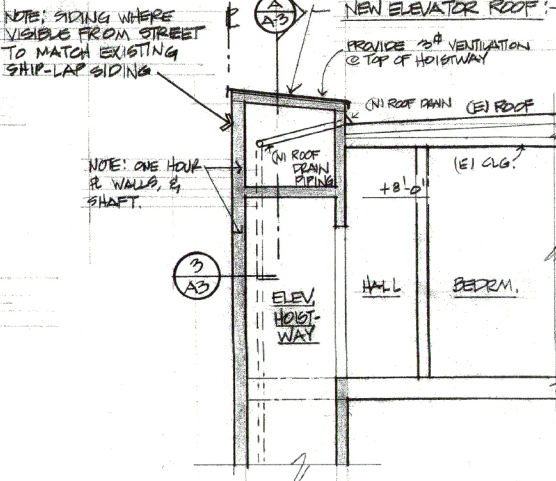
3 EXTERIOR ONE-HOUR WALL @ FL.



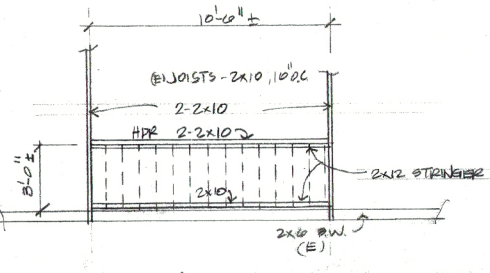
2 PIT DETAIL (ALTERNATE) @ 1/2" = 1'-0"



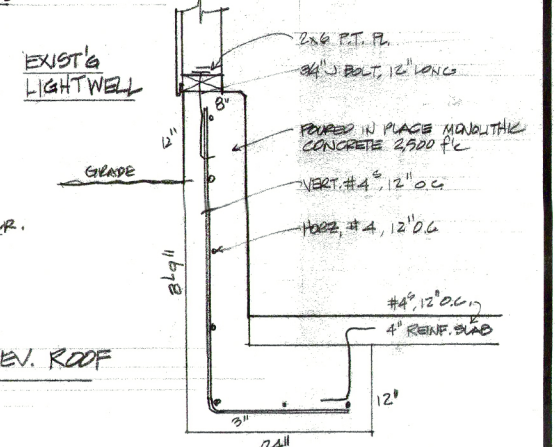
1 PIT DETAIL @ 1/2" = 1'-0"



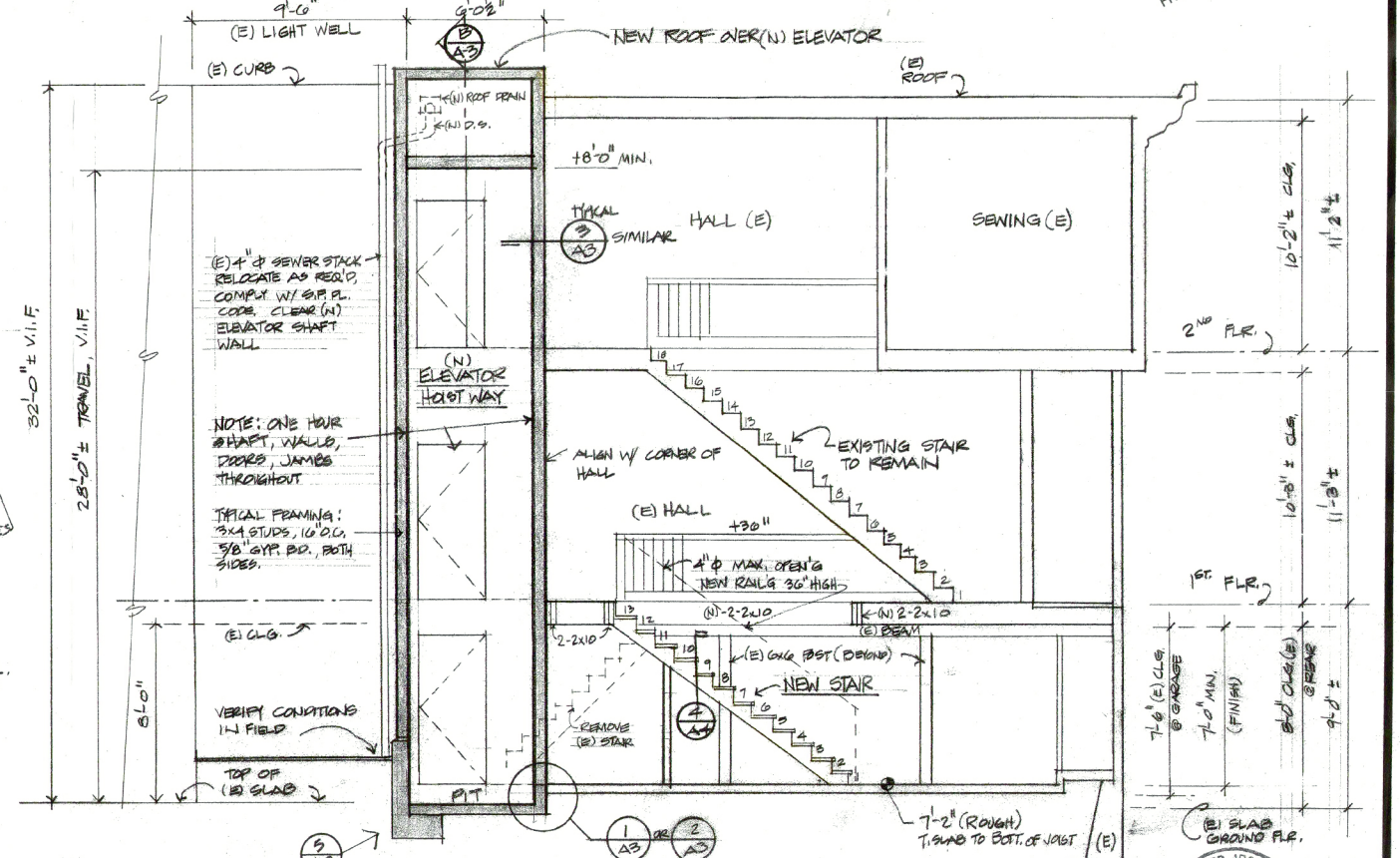
4 PARTIAL SECTION @ ELEV. ROOF @ 1/4" = 1'-0"



FRAMING PLANE NEW STAIR



5 EXISTING FOUNDATION @ 1" = 1'-0"



4 PARTIAL SECTION @ 1/4" = 1'-0" (LOOKING EAST)

APPROVED
 12/31/2003
 PLANNING DEPARTMENT

RECEIVED
 DEC 31 2003



APPROVED
 DEPARTMENT OF BUILDING INSPECTION
 DEC 31 2003
 FRANK Y. CHIU, DIRECTOR

DEPT. OF BUILDING INSPECTION
 THIS PLAN MEETS THE QUALITY STANDARD FOR MICROFILMING ACCEPT

EXHIBIT B



City and County of San Francisco
Department of Building Inspection

CERTIFICATE OF FINAL COMPLETION AND OCCUPANCY



LOCATION: 552-554 Hill street 3622 1065
(number) (street) (block and lot)

Permit Application No: 260602285570 Type of Construction: VB Stories: 3 Dwelling Units: 2

Basements: _____ Occupancy Classification: R-3 No. of Guestrooms: _____ with cooking facilities: _____

Description of Construction: Interior remodel w/ addition (w) 3 story elevator & 1/2 bath per approved plans issued under original PA # 200312313258

This CFC issued to update the records as original CFC (see attached) never got inputted into DBI's database.

To the best of our knowledge, the construction described above has been completed and, effective as of the date the building permit application was filed, conforms both to the Ordinances of the City and County of San Francisco and to the Laws of the State of California. The above referenced occupancy classification is approved pursuant to Section 109A of the *San Francisco Building Code*.

Any change in the use or occupancy of these premises--or any change to the building or premises--could cause the property to be in violation of the *Municipal Codes* of the City and County of San Francisco and, thereby, would invalidate this *Certificate of Final Completion and Occupancy*. A copy of this *Certificate* shall be maintained on the premises and shall be available at all times. Another copy of this *Certificate* should be kept with your important property documents.

Before making any changes to the structure in the future, please contact the Department of Building Inspection, which will provide advice regarding any change that you wish to make and will assist you in making the change in accordance with the *Municipal Codes* of the City and County of San Francisco.

This certificate issued on: 9/7/2017

Tom C. Hui
Tom C. Hui, S.E., C.B.O., Director

by: Karin Mc Hugh (for Raymond Berrios)
(Signature) Building Inspector
Karin Mc Hugh
Printed Name

Copies: White (original to microfilm); Blue (to property owner); Yellow (to Building Inspector); Pink (to Housing Inspector)

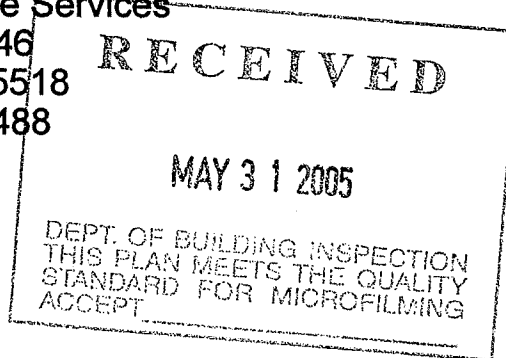
EXHIBIT C

TITLE 24 REPORT

Title 24 Report for:
Basement Alteration
552, 554 Hill Street
San Francisco, CA 94114

Project Designer:
John Rohosky
401 China Basin St.# 104
San Francisco, CA 94107
(415) 442-0104

Report Prepared By:
Michael Kunz
Energy Performance Services
P.O. Box 846
Arcata, CA 95518
(888) 828-9488



Job Number:
10941

Date:
5/24/2005

The EnergyPro computer program has been used to perform the calculations summarized in this compliance report. This program has approval and is authorized by the California Energy Commission for use with both the Residential and Nonresidential 2001 Building Energy Efficiency Standards.

This program developed by EnergySoft, LLC (415) 883-5900.

Certificate of Compliance: Residential

(Part 1 of 2) **CF-1R**

Basement Alteration

5/24/2005

Project Title

Date

552, 554 Hill Street San Francisco

Project Address

Building Permit #

Energy Performance Services

(888) 828-9488

Plan Check / Date

Documentation Author

Telephone

Computer Performance

3

Field Check / Date

Compliance Method (Package or Computer)

Climate Zone

Enforcement Agency Use Only

GENERAL INFORMATION

Total Conditioned Floor Area: 775 ft²

Average Ceiling Height: 8.0 ft

Total Conditioned Slab Area: 775 ft²

Building Type:

(check one or more)

Single Family Detached

Addition

Single Family Attached

Existing Building

Multi-Family

Existing Plus Addition

Front Orientation: (East) 90 deg Floor Construction Type: Slab Floor

Number of Dwelling Units: 1.00

Number of Stories: 1

Raised Floor

BUILDING SHELL INSULATION

Component Type	Frame Type	Const. Assembly U-Value	Location/Comments (attic, garage, typical, etc.)
Wall (R-19) Wood 2x 16	Wood	0.062	Exterior Wall
Door Ext Solid Wood	None	0.387	Exterior Door
UWall (R-13) Gyp/Gyp 2x 16	Wood	0.085	Exterior Wall
Door Unc Solid Wood	None	0.387	Exterior Door
Slab On Grade	n/a	0.756	Covered Slab w/R-0.0 Perimeter Insulation

FENESTRATION

Shading Devices

Type	Orientation	Area (SF)	U-Factor	Fenestration SHGC	Exterior Shading	Overhang Yes / No	Side Fins Yes / No
Front	(Southeast)	12.0	0.60	0.65	Bug Screen	<input type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input checked="" type="checkbox"/>
Rear	(West)	11.0	0.60	0.65	Bug Screen	<input type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input checked="" type="checkbox"/>
Right	(North)	26.0	0.60	0.65	Bug Screen	<input type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input checked="" type="checkbox"/>
Right	(Northeast)	5.0	0.60	0.65	Bug Screen	<input type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input checked="" type="checkbox"/>
						<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
						<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
						<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
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						<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>

Run Initiation Time: 05/24/05 09:48:40

Run Code: 1116953320

Certificate of Compliance: Residential

(Part 2 of 2) **CF-1R**

Basement Alteration

5/24/2005

Project Title

Date

HVAC SYSTEMS

Note: Input Hydronic or Combined Hydronic data under Water Heating Systems, except Design Heating Load.

Heating Equipment Type (furnace, heat pump, etc.)	Minimum Efficiency (AFUE/HSPF)	Distribution Type and Location (ducts, attic, etc.)	Duct or Piping R-Value	Thermostat Type	Location / Comments
Electric	3.41 HSPF	Baseboard	n/a	Setback	Res HVAC System (3 x 750w)

Cooling Equipment Type (air conditioner, heat pump, evap. cooling)	Minimum Efficiency (SEER)	Duct Location (attic, etc.)	Duct R-Value	Thermostat Type	Location / Comments
No Cooling	10.0 SEER	Ductless	n/a	Setback	Res HVAC System (3 x 750w)

WATER HEATING SYSTEMS

Water Heater System Name	Water Heater Type	Distribution Type	# in Syst.	Rated Input Btu/hr	Tank Cap. (gal)	Energy Fact. ¹ or Recovery Efficiency	Standby Loss (%) ¹	External Tank Insul. R-Value
Existing EF-58 Gas 40	Small Gas	Standard	1	40,000	40	0.58	n/a	n/a

¹ For small gas storage (rated inputs of less than or equal to 75,000 Btu/hr), electric resistance and heat pump water heaters, list energy factor.
 For large gas storage water heaters (rated input of greater than 75,000 Btu/hr), list Rated Input, Recovery Efficiency and Standby Loss.
 For instantaneous gas water heaters, list Rated Input and Recovery Efficiency.

REMARKS

COMPLIANCE STATEMENT

This certificate of compliance lists the building features and performance specifications needed to comply with Title 24, Parts 1 and 6 of the California Code of Regulations, and the administrative regulations to implement them. This certificate has been signed by the individual with overall design responsibility. The undersigned recognize that compliance using duct sealing and TXV's requires installer testing and certification and field verification by an approved HERS rater.

Designer or Owner (per Business & Professions Code)

Name: _____
 Title/Firm: John Rohosky
 Address: 401 China Basin St.# 104
San Francisco, CA 94107
 Telephone: (415) 442-0104
 Lic. #: _____

Documentation Author

Name: Michael Kunz
 Title/Firm: Energy Performance Services
 Address: P.O. Box 846
Arcata, CA 95518
 Telephone: (888) 828-9488

(signature) *J. Rohosky* (date) _____

(signature) *Michael Kunz* (date) May 24, 2005

Enforcement Agency
 Name: _____
 Title/Firm: _____
 Address: _____
 Telephone: _____

(signature/stamp) _____ (date) _____

Run Initiation Time: 05/24/05 09:48:40

Run Code: 1116953320

Red stamp for

Mandatory Measures Checklist: Residential (Page 2 of 2) MF-1R

NOTE: Lowrise residential buildings subject to the Standards must contain these measures regardless of the compliance approach used. Items marked with an asterisk (*) may be superseded by more stringent compliance requirements listed on the Certificate of Compliance. When this checklist is incorporated into the permit documents, the features noted shall be considered by all parties as minimum component performance specifications for the mandatory measures whether they are shown elsewhere in the documents or on this checklist only.

DESCRIPTION <small>Instructions: Check or initial applicable boxes or enter N/A if not applicable.</small>	DESIGNER	ENFORCEMENT
Space Conditioning, Water Heating and Plumbing System Measures: (continued)		
<input checked="" type="checkbox"/> *§ 150(m): Ducts and Fans 1. All ducts and plenums installed, sealed and insulated to meet the requirements of the 1998 CMC Sections 601, 603, 604 and Standard 6-3; ducts insulated to a minimum installed level of R-4.2 or enclosed entirely in conditioned space. Openings shall be sealed with mastic, tape, aerosol sealant, or other duct-closure system that meets the applicable requirements of UL181, UL181A, or UL181B. If mastic or tape is used to seal openings greater than 1/4 inch, the combination of mastic and either mesh or tape shall be used. Building cavities shall not be used for conveying conditioned air. Joints and seams of duct systems and their components shall not be sealed with cloth back rubber adhesive duct tapes unless such tape is used in combination with mastic and drawbands. 2. Building cavities, support platforms for air handlers, and plenums defined or constructed with materials other than sealed sheet metal, duct board or flexible duct shall not be used for conveying conditioned air. Building cavities and support platforms may contain ducts. Ducts installed in cavities and support platforms shall not be compressed to cause reductions in the cross-sectional area of the ducts. 3. Joints and seams of duct systems and their components shall not be sealed with cloth back rubber adhesive duct tapes unless such a tape is used in combination with mastic and drawbands. 4. Exhaust fan systems have back draft or automatic dampers. 5. Gravity ventilation systems serving conditioned space have either automatic or readily accessible, manually operated dampers. 6. Protection of Insulation. Insulation shall be protected from damage, including that due to sunlight, moisture, equipment maintenance, and wind but not limited to the following: Insulation exposed to weather shall be suitable for outdoor service e.g., protected by aluminum, sheet metal, painted canvas, or plastic cover. Cellular foam insulation shall be protected as above or painted with a coating that is water retardant and provides shielding from solar radiation that can cause degradation of the material.		
<input checked="" type="checkbox"/> § 114: Pool and Spa Heating Systems and Equipment 1. Certified with 78% thermal efficiency, on-off switch, weatherproof operating instructions, no electric resistance heating, and no pilot. 2. System is installed with at least 36" of pipe between filter and heater for future solar, cover for outdoor pools or spas. a. At least 36" of pipe between filter and heater for future solar heating. b. Cover for outdoor pools or outdoor spas. 3. Pool system has directional inlets and a circulation pump time switch.		
<input checked="" type="checkbox"/> § 115: Gas fired central furnaces, pool heaters, spa heaters or household cooking appliances have no continuously burning pilot light. (Exception: Non-electrical cooking appliances with pilot < 150 Btu/hr)		
<input type="checkbox"/> § 118 (f): Cool Roof material meet specified criteria		
Lighting Measures		
<input checked="" type="checkbox"/> § 150(k)1: Luminaires for general lighting in kitchens shall have lamps with an efficacy 40 lumens/watt or greater for general lighting in kitchens. This general lighting shall be controlled by a switch on a readily accessible lighting control panel at an entrance to the kitchen.		
<input checked="" type="checkbox"/> § 150(k)2: Rooms with a shower or bathtub must have either at least one luminaire with lamps with an efficacy of 40 lumens/watt or greater switched at the entrance to the room or one of the alternative to this requirement allowed in Section 150(k)2.; and recessed ceiling fixtures are IC (insulation cover) approved.		

Computer Method Summary

(Part 1 of 3)

C-2R

Basement Alteration

5/24/2005

Project Title

Date

552, 554 Hill Street San Francisco

Project Address

Energy Performance Services

(888) 828-9488

Documentation Author

Telephone

Computer Performance

3

Compliance Method (Package or Computer)

Climate Zone

Building Permit #

Plan Check/Date

Field Check/Date

Source Energy Use (kBtu/sf-yr)	Standard Design	Proposed Design	Compliance Margin
Space Heating	11.18	14.61	-3.43
Space Cooling	1.60	0.08	1.52
Domestic Hot Water	25.97	22.98	2.99
Totals	38.76	37.67	1.09

Percent better than Standard: 2.8%

BUILDING COMPLIES

Total Conditioned Floor Area: 775 ft² Floor Construction Type: Raised Floor Slab Floor

Building Type: Single Fam Detached

Building Front Orientation: (East) 90 deg Total Fenestration Area: 7.0%

Number of Dwelling Units: 1.00 Total Conditioned Volume: 6,200 ft³

Number of Stories: 1 Total Conditioned Slab Area: 775 ft²

BUILDING ZONE INFORMATION

Zone Name	Floor Area	Volume	# of Units	Zone Type	Thermostat Type	Hgt.	Vent Area
Res HVAC System (3 x 750w)	775	6,200	1.00	Conditioned	Setback	2	n/a

OPAQUE SURFACES

Type	Area	U-Fac.	Act. Azm.	Tilt	Solar Gains Y / N	Form 3 Reference	Location / Comments
Wall	236	0.062	90	90	X	Wall (R-19) Wood 2x 16	Basement Zone
Door	20	0.387	90	90	X	Door Ext Solid Wood	Basement Zone
Wall	22	0.062	135	90	X	Wall (R-19) Wood 2x 16	Basement Zone
Wall	16	0.062	180	90	X	Wall (R-19) Wood 2x 16	Basement Zone
Wall	197	0.062	270	90	X	Wall (R-19) Wood 2x 16	Basement Zone
Wall	150	0.062	0	90	X	Wall (R-19) Wood 2x 16	Basement Zone
Wall	29	0.062	45	90	X	Wall (R-19) Wood 2x 16	Basement Zone
Wall	140	0.085	180	90	X	UWall (R-13) Gyp/Gyp 2x 16	Basement Zone
Door	20	0.387	180	90	X	Door Unc. Solid Wood	Basement Zone
Wall	96	0.085	270	90	X	UWall (R-13) Gyp/Gyp 2x 16	Basement Zone

Computer Method Summary

(Part 2 of 3)

C-2R

Basement Alteration

5/24/2005

Project Title

Date

FENESTRATION SURFACES

#	Type	Area	U-Factor	SHGC	Act. Azm.	Tilt	Glazing Type	Location/ Comments
1	Window Front (Southeast)	12.0	0.600	0.65	135	90	Double NonMtl Clear or equiv.	Basement Zone
2	Window Rear (West)	11.0	0.600	0.65	270	90	Double NonMtl Clear or equiv.	Basement Zone
3	Window Right (North)	26.0	0.600	0.65	0	90	Double NonMtl Clear or equiv.	Basement Zone
4	Window Right (Northeast)	5.0	0.600	0.65	45	90	Double NonMtl Clear or equiv.	Basement Zone

INTERIOR AND EXTERIOR SHADING

#	Exterior Shade Type	SHGC	Window		Overhang				Left Fin			Right Fin		
			Hgt.	Wd.	Len.	Hgt.	LExt.	RExt.	Dist.	Len.	Hgt.	Dist.	Len.	Hgt.
1	Bug Screen	0.76												
2	Bug Screen	0.76												
3	Bug Screen	0.76												
4	Bug Screen	0.76												

Computer Method Summary

(Part 3 of 3)

C-2R

Basement Alteration

5/24/2005

Project Title

Date

THERMAL MASS FOR HIGH MASS DESIGN

Type	Area (sf)	Thick. (in.)	Heat Cap.	Cond.	Form 3 Reference	Inside R-Val.	Location Comments

PERIMETER LOSSES

Type	Length	F2 Factor	Insulation R-Val.	Depth	Location / Comments
Slab Perimeter	92	0.76	0.0	0	Basement Zone

HVAC SYSTEMS

Heating Equipment Type (furnace, heat pump, etc.)	Minimum Efficiency (AFUE/HSPF)	Distribution and Location (ducts/attic, etc.)	Duct R-Value	Thermostat Type	Location / Comments
Electric	3.41 HSPF	Baseboard	n/a	Setback	Res HVAC System (3 x 750w)

Hydronic Piping System Name	Pipe Length	Pipe Diameter	Insul. Thick.

Cooling Equipment Type (air conditioner, heat pump, evap. cooling)	Minimum Efficiency (SEER)	Duct Location (attic, etc.)	Duct R-Value	Thermostat Type	Location / Comments
No Cooling	10.0 SEER	Ductless	n/a	Setback	Res HVAC System (3 x 750w)

WATER HEATING SYSTEMS

Water Heater System Name	Water Heater Type	Distribution Type	# in Syst.	Rated ¹ Input (Btu/hr)	Tank Cap. (gal)	Energy Fact. ¹ or Recovery Efficiency	Standby ¹ Loss (%)	Tank Insul. R-Value Ext.
Existing EF-58 Gas 40	Small Gas	Standard	1	40,000	40	0.58	n/a	n/a

¹ For small gas storage (rated input <= 75000 Btu/hr), electric resistance and heat pump water heaters, list energy factor.
 For large gas storage water heaters (rated input > 75000 Btu/hr), list Rated Input, Recovery Efficiency and Standby Loss.
 For instantaneous gas water heaters, list Rated Input, and Recovery Efficiency.

REMARKS

Run Initiation Time: 05/24/05 09:48:40

Run Code: 1116953320

EnergyPro 3.1

By EnergySoft

User Number: 5748

Job Number: 10941

Page:8 of 8

JOHN J. ROHOSKY, AIA

ARCHITECTURE AND CONSTRUCTION

June 9, 2005

Bob & Nancy Roddick
552/554 Hill Street
San Francisco, CA 94114

DESIGN

CONSTRUCTION

INSPECTIONS

EXPERT WITNESS

Invoice # 9

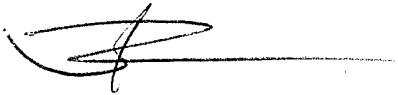
Title 24 Report

Provide Contractor, Bud Owings, with Title 24 Report for basement rooms in order to provide electric heat in that space.

Fee:

\$ 375.00

Thank you,



John Rohosky, AIA, Architect

*pd
6/15/05
#5708
\$375.00*

PIER 50

401 CHINA BASIN ST.

SUITE 104

SAN FRANCISCO, CA

94107

415 / 442-0104

FAX: 415 / 979-0465



City and County of San Francisco
 Department of Building Inspection

CERTIFICATE OF FINAL COMPLETION AND OCCUPANCY

LOCATION: 552-554 Hill street 3622 | 065
 (number) (street) (block and lot)

Permit Application No: 250602285570 Type of Construction: VB Stories: 3 Dwelling Units: 2

Basements: _____ Occupancy Classification: R-3 No. of Guestrooms: _____ with cooking facilities: _____

Description of Construction: Interior remodel w/ addition (N) 3 story elevator & 1/2 bath per approved plans issued under original PA # 200312313258
This CFC issued to update the records as original CFC (see attached) never got inputted into DBI's database.

To the best of our knowledge, the construction described above has been completed and, effective as of the date the building permit application was filed, conforms both to the Ordinances of the City and County of San Francisco and to the Laws of the State of California. The above referenced occupancy classification is approved pursuant to Section 109A of the *San Francisco Building Code*.

Any change in the use or occupancy of these premises--or any change to the building or premises--could cause the property to be in violation of the *Municipal Codes* of the City and County of San Francisco and, thereby, would invalidate this *Certificate of Final Completion and Occupancy*. A copy of this *Certificate* shall be maintained on the premises and shall be available at all times. Another copy of this *Certificate* should be kept with your important property documents.

Before making any changes to the structure in the future, please contact the Department of Building Inspection, which will provide advice regarding any change that you wish to make and will assist you in making the change in accordance with the *Municipal Codes* of the City and County of San Francisco.

This certificate issued on: 9/7/2017

Tom C. Hui
 Tom C. Hui, S.E., C.B.O., Director

by: Kevin Mc Hugh (for Raymond Berrios)
 (Signature) Building Inspector
Kevin Mc Hugh
 Printed Name

Copies: White (original to microfilm); Blue (to property owner); Yellow (to Building Inspector); Pink (to Housing Inspector)



City and County of San Francisco

Department of Building Inspection

CERTIFICATE OF FINAL COMPLETION AND OCCUPANCY

LOCATION: 552-554 HILL ST (number) (street) 3622/065 (block and lot)

Permit Application No: 200602285570 Type of Construction: YH Stories: 3 Dwelling Units: 2

Basements: Occupancy Classification: R3 No. of Guestrooms: 0 with cooking facilities: 2

Description of Construction: INTERIOR REMODEL W/ ADDITION (IN) 3 STORY ELEVATOR & 1/2 BATH PER APPROVED PLANS ISSUED UNDER ORIGINAL PA # 200312313258

To the best of our knowledge, the construction described above has been completed and, effective as of the date the building permit application was filed, conforms both to the Ordinances of the City and County of San Francisco and to the Laws of the State of California.

Any change in the use or occupancy of these premises--or any change to the building or premises--could cause the property to be in violation of the Municipal Codes of the City and County of San Francisco and, thereby, would invalidate this Certificate of Final Completion and Occupancy.

Before making any changes to the structure in the future, please contact the Department of Building Inspection, which will provide advice regarding any change that you wish to make and will assist you in making the change in accordance with the Municipal Codes of the City and County of San Francisco.

Approved: N/A 200 Bureau of Fire Prevention by: (Signature) (Printed Name)

This certificate issued on: 29 MARCH 2006

FRANK CHIU, Director of Building Inspection

Approved: N/A 200 Department of Public Health by: (Signature) (Printed Name)

by: (Signature) Building Inspector

by: (Signature) Housing Inspector



SAN FRANCISCO PLANNING DEPARTMENT

Executive Summary Conditional Use Hearing Date: March 5, 2020

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

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

Record No.: 2019-000013CUAVAR
Project Address: 552- 554 Hill Street
Zoning: RH-2 (Residential, House, Two-Family) Zoning District
40-X Height and Bulk District
Block/Lot: 3622/065
Project Sponsor: Sarah Hoffman
Zacks, Freedman & Patterson, PC
235 Montgomery Street, Suite 400
San Francisco, CA 94104
Staff Contact: Cathleen Campbell – (415) 575-8732
Cathleen.campbell@sfgov.org
Recommendation: **Disapproval**

PROJECT DESCRIPTION

The proposed scope of work is to abate an outstanding Planning Enforcement case relating to the project sponsor exceeding the scope of work of a series of permits issued on the property, most of which were associated with the installation of an elevator, which resulted in a merger of two dwelling units.

The project sponsor requires a Conditional Use Authorization, pursuant to Planning Code Sections 209.1, 303, and 317, to legalize the scope of work that includes;

- A dwelling unit removal and residential flat merger of the 1,509 square foot, two-bedroom, one-bath dwelling unit (#554) with the 2,432 square foot, three-bedroom, two and a half- bath dwelling unit (#552). The proposed Project would legalize the merger of two legal dwelling units as required by Section 317(g)(2).
- The unauthorized interior reconfiguration that resulted in the creation of one 3,054 square foot, five bedroom three and a half-bath two story dwelling unit (#554).
- The relocation of one dwelling unit (#552) of 815 square foot, with two bedrooms and one-bath, to the ground floor behind the garage. The unpermitted relocated unit no longer has access to the rear yard common open space and does not face onto a qualifying open area meeting minimum exposure dimensions. A variance is being sought from the open space requirement (Planning Code Section 135) and exposure requirement (Planning Code Section 140). The Zoning Administrator will consider the variance request following the Planning Commission's consideration of the request for Conditional Use Authorization.
- An unauthorized building and deck expansion at the third floor constructed in a required setback without permit. A variance is being sought from the rear yard requirement (Planning Code Section 134) to legalize the rear building and deck expansion at the third floor.

- The unauthorized building expansion at the second floor.

The project proposes to make the following modifications to the current as-built building based on comments provided by RDAT and Preservation Staff:

- Remove unpermitted roof deck and spiral stairs to roof.
- Remove unpermitted decorative railing at façade.

BACKGROUND

Below is a summary of the permit, complaint and enforcement history of the subject property.

A summary of all planning approved and over-the-counter permits is as follows, notations describing planning involvement and work associated with these permits are in parenthesis:

- 2003.12.31.3258 - 2/5/2016 Complete- Install Elevator In (E) Lightwell & Interior Modifications (Plans on file with DBI, Approved by Planning, No dwelling unit modification proposed)
- 2004.02.11.6132 – Expired - Addendum to app #200402116132/change in conditions/nee to pour new 6' section of foundation & stem (Associated with Elevator Permit 2003.12.31.3258, No Planning Approval, No dwelling unit modification proposed)
- 2004.03.01.7431 – Issued - Addendum to app #200402116132/change in conditions/nee to pour new 6' section of foundation & stem (Associated with Elevator Permit 2003.12.31.3258, No Planning Approval, No dwelling unit modification proposed)
- 2004.05.05.3052- 2/5/2016 Complete Rev.To Appl#200312313258 Lower Roof Over New Elevator,Provide 1 Hr. Parapet Wall (Associated with Elevator Permit 2003.12.31.3258, No Planning Approval, No dwelling unit modification proposed)
- 2005.03.28.8499 – 2/5/2016 Complete -- Renew 200312313258 & 200405053052 For Remainder Of Work. (Associated with Elevator Permit 2003.12.31.3258, No Planning Approval, No dwelling unit modification proposed)
- 2005.05.31.3771 - Issued - Install 3 heaters (elec) in basement unit. Revision to pa 200405053052 (Never Finalized, No Plans on file, No Planning Approval)
- 2006.02.28.5570 - 9/7/2017 Complete- Renew pa# 2004/03/01/7431, pa# 2004/02/11/6132 /7 pa# 2003/12/31/3258 for final inspection. (Associated with Elevator Permit 2003.12.31.3258, No Planning Approval, No dwelling unit modification proposed)

On February 14, 2018 an anonymous complaint was filed stating the property was listed for sale as a single-family residence. On February 28, 2018, the Planning Department sent a Notice of Complaint to inform the owner about the complaint. No action was taken. The Planning Department found the property in violation of the Planning Code Section 317. On March 28, 2018, the Planning Department sent the owner a Notice of Enforcement, informing of the violation and the abatement process. On June 7, 2018, a Notice of Violation

was issued for the Planning code Violations. On June 15, 2018 an Appeal of the notice of violation was filed by the project sponsor. On April 17, 2019 the Board of Appeals moved to continue the hearing to allow the project sponsor to pursue a Conditional Use Authorization to legalize dwelling unit merger. Planning staff discovered building and deck expansions during Conditional Use Application review.

REQUIRED COMMISSION ACTION

In order to proceed with staff's recommendation, the Commission must disapprove the Conditional Use Authorization pursuant to Planning Code Sections 209.1, 303 and 317 to allow the legalization of a dwelling unit removal and residential flat merger of the 1,509 square foot, two-bedroom, one-bath dwelling unit (#554) with the 2432 square foot, three-bedroom, two and a half- bath dwelling unit (#552) to create one 3,054 square foot, five -bedroom three and a half-bath dwelling unit (#554) and relocate one dwelling unit (#552) of 815 square foot, with two bedrooms and one-bath, to the ground floor behind the garage within the RH-2 (Residential, House, Two-Family) Zoning District and the 40-X Height and Bulk District.

ISSUES AND OTHER CONSIDERATIONS

- **Public Comment** To date, the Department has not received any correspondence related to the Project.
- **Conditional Use Authorization** – The Project requires a Conditional Use Authorization to legalize a residential merger. In addition to the Conditional Use Authorization findings, the Commission must consider separate criteria outlined in Section 317(g)(2).
- **Residential Merger** – Per Planning Code Section 317, a residential merger is defined as “...the combining of two or more legal Residential Units, resulting in a decrease in the number of Residential Units within a building, or the enlargement of one or more existing units while substantially reducing the size of others by more than 25% of their original floor area, even if the number of units is not reduced.” The proposed Project would legalize the merger of two legal dwelling units. For this project, a unit was reduced beyond the 25% threshold, therefore requiring a Conditional Use Authorization per Section 317(g)(2).
- **Planning Commission Policy: Removal of Residential Flats** – It is Commission policy to require Mandatory Discretionary Reviews for projects that propose the removal of a ‘Residential Flat’ when the proposal is under the 317 dwelling unit removal threshold. ‘Residential Flats’ are a common San Francisco housing typology, in which a single dwelling unit, generally occupying an entire story of a building, has exposure onto open areas at the front and rear of its property. This type of unit configuration satisfies a number of housing needs, particularly for middle-income families. Because the production of market-rate housing is frequently not accessible to moderate-income families, making between 80-120 percent of area median income, Residential Flats are a housing typology that should be conserved. The purpose of this policy is to require Planning Commission review when such housing is lost. For this project, the lower unit has occupied the 1st and 2nd floors with exposure onto the street and rear yard, the relocated unit 552 is located behind the garage, with exposure only on the noncomplying rear yard.

- **San Francisco Rent Board** – Per consultation with the San Francisco Rent Board, no evictions have been recorded to date on the subject property.
- **Department Recommendation** – The Department recommends disapproval of the requested Conditional Use Authorization. The Project would be required to restore the units to the previously permitted locations.

ENVIRONMENTAL REVIEW

The Project is exempt from the California Environmental Quality Act (“CEQA”) as a Class 1 categorical exemption.

BASIS FOR RECOMMENDATION

The Department does not find that the Project is on balance or consistent with the Objectives and Policies of the General Plan. The Project would merge two residential flats that are not demonstrably unaffordable and result in one merged unit that is unaffordable to a larger percentage of the population than the two individual units considered separately. The merger is not necessary to create family housing. Although the Project seeks to legalize the relocation of the removed residential flat, the relocated unit is substandard, as that it requires variances from both the open space and exposure requirements.

ATTACHMENTS:

Draft Motion – Conditional Use Authorization with Conditions of Approval
Exhibit B – Plans and Renderings
Exhibit C – Environmental Determination
Exhibit D – Land Use Data
Exhibit E – Maps and Context Photos
Exhibit F – Eviction History Documentation
Exhibit G – Dwelling Unit Merger Application
Exhibit H – Appraisals
Exhibit I - Project Sponsor Brief_Responses



SAN FRANCISCO PLANNING DEPARTMENT

Planning Commission Draft

HEARING DATE: MARCH 5, 2020

Case No.: 2019-000013CUAVAR
Project Address: 552- 554 Hill Street
Zoning: RH-2 (Residential, House, Two-Family) Zoning District
40-X Height and Bulk District
Block/Lot: 3622/065
Project Sponsor: Sarah Hoffman
Zacks, Freedman & Patterson, PC
235 Montgomery Street, Suite 400
San Francisco, CA 94104
Property Owner: Robert T Roddick Revocable Trust
554 Hill Street
San Francisco, CA 94114
Staff Contact: Cathleen Campbell – (415) 575-8732
Cathleen.campbell@sfgov.org

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ADOPTING FINDINGS RELATING TO THE DISAPPROVAL OF A CONDITIONAL USE AUTHORIZATION PURSUANT TO SECTIONS 209.1, 303, AND 317 OF THE PLANNING CODE TO ALLOW THE LEGALIZATION OF A DWELLING UNIT MERGER OF TWO RESIDENTIAL FLATS AND UNAUTHORIZED REMOVAL AND RELOCATION OF ONE DWELLING UNIT TO BASEMENT LEVEL AT 552-554 HILL STREET IN ASSESSOR'S BLOCK 3622, LOT 065 WITHIN THE RH-2 (RESIDENTIAL, HOUSE, TWO-FAMILY) ZONING DISTRICT AND THE 40-X HEIGHT AND BULK DISTRICT.

PREAMBLE

On March 8, 2019, Sarah Hoffman (hereinafter "Project Sponsor") filed Application No. 2019-000013CUA (hereinafter "Application") with the Planning Department (hereinafter "Department") for a Conditional Use Authorization to legalize the merger of two residential flats and the unauthorized removal and relocation (hereinafter "Project") at 552-554 Hill Street in Assessor's Block 3622, Lot 065 (hereinafter "Project Site").

The Planning Department Commission Secretary is the custodian of records; the File for Case No. 2019-000013CUAVAR is located at 1650 Mission Street, Suite 400, San Francisco, California.

On March 5, 2020, the San Francisco Planning Commission (hereinafter "Commission") conducted a duly noticed public hearing at a regularly scheduled meeting on Conditional Use Authorization Application No. 2019-000013CUAVAR and adopted a motion to disapprove Conditional Use Authorization for Application No. 2019-000013CUAVAR.

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

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 Authorization pursuant to Planning Code Sections 209.1, 303 and 317 to allow the legalization of a dwelling unit removal and residential flat merger of the 1,509 square foot, two-bedroom, one-bath dwelling unit (#554) with the 2432 square foot, three-bedroom, two and a half- bath dwelling unit (#553) to create one 3,054 square foot, five - bedroom three and a half-bath dwelling unit (#554) and relocate one dwelling unit (#552) of 815 square foot, with two bedrooms and one-bath, to the ground floor behind the garage within the RH-2 (Residential, House, Two-Family) Zoning District and the 40-X Height and Bulk District under case No.2019-000013CUAVAR, 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. **Project Description.** The project sponsor seeks Conditional Use Authorization, pursuant to Planning Code Sections 209.1, 303, and 317, Conditional Use Authorization pursuant to Planning Code Sections 209.1, 303 and 317 to allow the legalization of a dwelling unit removal and residential flat merger of the 1,509 square foot, two-bedroom, one-bath dwelling unit (#554) with the 2432 square foot, three-bedroom, two and a half- bath dwelling unit (#553) . The Project sponsor also seeks to legalize the interior reconfiguration that resulted in the creation of one 3,054 square foot, five bedroom three and a half-bath dwelling unit (#554) and relocation of one dwelling unit (#552) of 815 square foot, with two bedrooms and one-bath, to the ground floor behind the garage. A variance is being sought from the rear yard requirement (Planning Code Section 134) to legalize an unauthorized building expansion at the third floor, decks and stairs constructed in a required setback without permit. The removed and relocated unit no longer has access to the rear yard common open space and does not face onto a qualifying open area meeting minimum exposure dimensions. A variance is being sought from the open space requirement (Planning Code Section 135) and exposure requirement (Planning Code Section 140). The Zoning Administrator will consider the variance request following the Planning Commission's consideration of the request for Conditional Use Authorization.
3. **Site Description and Present Use.** The project site is located on the north side of Hill Street, between Castro and Noe Streets, Assessor's Block 3622 and Lot 065. The project site currently contains a 2-story over basement residential building likely constructed with two residential flats circa 1904. The Report of Residential Building Record indicates that the legal authorized occupancy and use is a two-unit dwelling. The 2,850 square foot subject lot measures 25 feet wide by 114 feet deep.

Between 2003 through 2006, the project sponsor sought multiple building permit applications (BPA# 200405053052, 200312313258, 200503288499, 200505313771, & 200602285570) to install an

elevator to access the third-floor unit (#554) from the garage. Between 2003 through 2006 the permitted scope of work was exceeded to include a residential flat merger, the removal of the kitchen from the third floor, the relocation of the removed dwelling unit to the ground floor behind the garage, the expansion of the building at the second and third floor, the addition of spiral stairs to the roof, and the addition of decorative railing at the façade.

The large unit has the appearance of a two-family dwelling from the street with two entry doors at the second floor. The relocated unit on the ground floor unit has direct access to the street from a gate and side yard. As noted by the Project Sponsor, the main unit is owner-occupied, and the studio is currently vacant.

On February 14, 2018 an anonymous complaint was filed stating the property was listed for sale as a single-family residence. On February 28, 2018, the Planning Department sent a Notice of Complaint to inform the owner about the complaint. No action was taken. The Planning department found the property in violation of the Planning Code. On March 28, 2018, the Planning Department sent the owner a Notice of Enforcement, informing of the violation and the abatement process. On June 7, 2018, a Notice of Violation was issued for the Planning code Violations. On June 15, 2018 an Appeal of the notice of violation was filed by the project sponsor. On April 17, 2019 the Board of Appeals moved to continue the hearing to allow the project sponsor to pursue a Conditional Use Authorization to legalize dwelling unit merger.

4. **Surrounding Properties and Neighborhood.** The subject property is located within Noe Valley and District 8. Parcels within the immediate vicinity consist of residential single-, two-, three and some four-family dwellings of varied design and construction dates.
5. **Public Outreach and Comments.** To date, the Department has not received any correspondence related to the Project.
6. **Planning Code Compliance.** The Commission finds that the Project is consistent with the relevant provisions of the Planning Code in the following manner:
 - A. **Rear Yard Requirement.** Planning Code Section 134 requires the subject property maintain a rear yard equivalent to 39 feet 10 inches.

The existing building, per plans on file with the building department, is legal nonconforming with a multi-level rear building extension, deck, and stairs that encroached into the rear yard; the building and second floor deck were expanded without permit. The proposal seeks to legalize the rear expansions that are set back 28 feet 6 inches from the rear property line. Therefore, the project requires a variance from the rear yard requirement.

- B. **Residential Usable Open Space.** Planning Code Section requires a minimum of 100 square feet of usable private or 133 square feet of common open space per dwelling unit.

The project has a rear yard and third floor deck, approximately 947 square feet in size, provided as private open space. The relocated dwelling unit does not have access to the rear yard. Therefore, the proposed

legalization of a two-unit building does not comply with this requirement. The project requires a variance from the open space requirement.

- C. **Dwelling Unit Exposure.** Planning Code Section 140 requires new dwelling units face onto a public street, public alley at least 20-feet in width, side yard at least 25-feet in width or code-complying rear yard.

The Project proposes a dwelling unit merger where the main unit fronts a public street and the relocated second unit faces a nonconforming rear yard behind the garage at basement level. The relocated second dwelling unit does not meet the minimum requirements for exposure. Therefore, the project requires a variance from the exposure requirement.

- D. **Off-Street Parking.** Planning Code Section 151 requires one off-street parking space per dwelling unit.

As part of the dwelling unit merger, the off-street parking count will not be affected, and no additional parking is required. The subject building provides one off-street parking space and would maintain it's legally conforming status.

- E. **Bicycle Parking.** Planning Code Section 155.2 requires one Class 1 bicycle parking space per dwelling unit in the RH-2 Zoning District.

The subject building provides no off-street bicycle parking space and would maintain it's legally nonconforming status.

- F. **Dwelling Unit Density.** In the RH-2 Zoning District, pursuant to Planning Code Section 209.1, three dwelling units are principally permitted per lot.

The Project would legalize the merger of two existing dwelling units within the building and relocate the removed dwelling unit to basement level of the subject site to maintain two dwelling units where a maximum of two units is allowed.

- G. **Residential Merger – Section 317:** Pursuant to Planning Code Section 317, Conditional Use Authorization is required for applications proposing to merge Residential Units. This Code Section establishes a checklist of criteria that delineate the relevant General Plan Policies and Objectives.

The project sponsor proposes to legalize a dwelling unit merger and relocation of the removed dwelling unit to basement level.

As the project requires Conditional Use Authorization per the requirements of Section 317, the additional criteria specified under Section 317 have been incorporated as findings as part of this Motion. See Item 8 "Additional Findings pursuant to Section 317" below.

7. **Conditional Use Findings.** Planning Code Section 303 establishes criteria for the Planning Commission to consider when reviewing applications for Conditional Use authorization. On balance, the project complies 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 Project does not propose any changes to the aforementioned land use; the merged unit will remain as a residential use. Under the subject building permit, the Project would not result in any exterior alterations to the existing building and would not increase the size or intensity of the existing residential 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:

- (1) Nature of proposed site, including its size and shape, and the proposed size, shape and arrangement of structures;

The proposed project seeks to legalize a rear building and deck expansion. The project also proposes to remove elements constructed without permit.

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

The Project does not trigger any additional off-street parking requirement and would not increase the volume of vehicle traffic to the area.

- (3) The safeguards afforded to prevent noxious or offensive emissions such as noise, glare, dust and odor;

The existing residential use would remain.

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

All existing landscaping, open space, and lighting would remain.

- 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 proposed project does not comply with all aspects of the Planning Code. The proposed project is requesting a variance from the Zoning Administrator to address the requirements for rear yard, open

space, and exposure. The Project is not consistent with objectives and policies of the General Plan as detailed below. See Item 9 "General Plan Compliance" below.

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

The proposed Project is consistent with the stated purpose of the RH-2 Districts.

8. **Residential Merger – Section 317(g)(2).** This Section also establishes the criteria below for the Planning Commission to consider when reviewing applications to merge residential units under Section 317(g)(2). On balance, the Project does not comply with said criteria in that:

- A. Whether the removal of the units would eliminate only owner occupied housing, and if so, for how long the units proposed to be removed have been owner occupied;

At a date unknown the second and third floors of the building were merged into one unit. Legalization of the residential flat merger would eliminate only owner-occupied housing as both second and third floors are currently occupied by the Project Sponsor. Staff was able to determine that the Project Sponsor rented out the lower relocated unit. According to the project sponsor, the lower unit is currently vacant.

- B. Whether removal of the units and the merger with another is intended for owner occupancy;

The merged 3,054 square foot dwelling unit proposed for legalization is currently owner-occupied and the 815 square foot unit behind the garage is vacant. As per the late Mayor Lee's December 18, 2013 Executive Directive, all housing, including owner occupied, should be preserved when possible.

- C. That the removal of the unit will remove an affordable housing unit as defined in Section 401 of this Code or housing subject to the Residential Rent Stabilization and Arbitration Ordinance;

Per the Residential Building Record Report (3R) the original use is unknown, and the authorized use is two family. It is the Planning Department's position to assume that every unit is subject to the Residential Rent Stabilization and Arbitration Ordinance unless we receive information from an appropriate agency or body to the contrary.

- D. If removal of the unit removes an affordable housing unit as defined in Section 401 of this Code or units subject to the Residential Rent Stabilization and Arbitration Ordinance, whether replacement housing will be provided which is equal or greater in size, number of bedrooms, affordability, and suitability to households with children to the units being removed;

The project sponsor seeks to maintain the two dwelling units onsite through the relocation of a residential flat to basement level behind the garage. Although Planning Staff does not have the authority to make the final determination, it is assumed that the units that were merged and relocated units are subject to the Residential Rent Stabilization and Arbitration Ordinance. If so, the unit relocated from the third floor to the ground floor would also be subject to the Residential Rent Stabilization and Arbitration Ordinance. The relocated unit will be smaller in size and maintain the same number of bedrooms, as labeled in the provided plan set. The relocated unit requires an open space and exposure variance to be legalized.

- E. How recently the unit being removed was occupied by a tenant or tenants;

This information is unknown because the actual date of the residential flat merger is unknown. Staff was able to determine that the Project Sponsor has rented out the unauthorized ground floor unit. The Residential Rent Stabilization and Arbitration Board has provided evidence of a Buyout agreement finalized February 1, 2016. According to the project sponsor, the lower unit is currently vacant.

- F. Whether the number of bedrooms provided in the merged unit will be equal to or greater than the number of bedrooms in the separate units;

According to the as-built plans provided, the merged unit has five bedrooms and the relocated unit has two bedrooms whereas the former layout had one two bedrooms residential flat and a three-bedroom unit with multiple living spaces labeled parlor, sitting room, and dining room.

- G. Whether removal of the unit is necessary to correct design or functional deficiencies that cannot be corrected through interior alterations;

The proposed Project is not required to correct design or functional deficiencies with the existing building.

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

HOUSING ELEMENT

Objectives and Policies

OBJECTIVE 2:

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

Policy 2.2:

Retain existing housing by controlling the merger of residential units, except where a merger clearly creates new family housing.

OBJECTIVE 3:

Protect the affordability of the existing housing stock, especially rental units.

OBJECTIVE 4:

Foster a housing stock that meets the needs of all residents across lifecycles.

The Project would legalize the merger of two residential flats and would create a larger five-bedroom residential unit and a substandard two-bedroom dwelling unit without compliance to open space and exposure requirements.

10. **Planning Code Section 101.1(b)** establishes eight priority-planning policies and requires review of permits for consistency with said policies. On balance, the Project complies 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 project site does not contain any existing neighborhood-serving retail uses.

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

The Project legalizes the merger of two dwelling units into two dwelling units and therefore does not result in any net new housing. The current owners of the subject building would continue to own and occupy the merged unit and therefore, the cultural and economic diversity of the neighborhood will not be affected. The neighborhood has a defined architectural character, which will be preserved since unpermitted façade alterations are proposed for removal.

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

The Project does not comply because it would legalize the merger of two residential flats to create a larger unit that would be less affordable than the legally permitted unit location, thus reducing the City's supply of affordable housing. The relocated unit is substandard to the legally permitted unit location, as it requires an open space and exposure variance to be legalized.

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

The Project is not expected to create additional traffic or parking demand as there is no increase in number of units.

- 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 legalizes the merger and relocation of residential units; therefore, the Project would not affect industrial or service sector uses or related employment opportunities. Ownership of industrial or service sector businesses would not be affected by the Project.

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

The Project will conform to the requirements of the San Francisco Building Code.

- G. That landmarks and historic buildings be preserved.

The existing building has not been evaluated as an individual or contributing historic resource. A decorative railing has been erected without permit on the publicly visible exterior of the building. The proposal includes the removal the non-historic rooftop railing.

- 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.

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

DECISION

That based upon the Record, the submissions by the Applicant, the staff of the Department and other interested parties, the oral testimony presented to this Commission at the public hearings, and all other written materials submitted by all parties, the Commission hereby **DISAPPROVES Conditional Use Application No. 2019-000013CUAVAR** pursuant to Planning Code Sections 209.1, 303 and 317 to allow the legalization of a dwelling unit removal and residential flat merger of the 1,509 square foot, two-bedroom, one-bath dwelling unit (#554) with the 2,432 square foot, three-bedroom, two and a half- bath dwelling unit (#553) to create one 3,054 square foot, five -bedroom three and a half-bath dwelling unit (#554) and relocate one dwelling unit (#552) of 815 square foot, with two bedrooms and one-bath, to the ground floor behind the garage within the RH-2 (Residential, House, Two-Family) Zoning District and the 40-X Height and Bulk District.

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. 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 5, 2020

Jonas P. Ionin
Commission Secretary

AYES:

NAYS:

ABSENT:

ADOPTED: March 5, 2020

552-554 HILL STREET SAN FRANCISCO, CA

REV.	DATE	DESCRIPTION

PROJECT INFORMATION	PROJECT DIRECTORY	JOB DESCRIPTION	DRAWING INDEX
ADDRESS: 552-554 HILL ST. SAN FRANCISCO, CA BLOCK/LOT: 3622/065 ZONING DISTRICT: RH2 LOT SIZE: 2849 SQ. FT. SFBC OCCUPANCY CLASS: R-3 CONSTRUCTION TYPE: 5B NUMBER OF STORIES: 3	CONTACT: PATRICK BUSCOVICH & ASSOCIATES STRUCTURAL ENGINEERS & ARCHITECT 235 MONTGOMERY STREET SUITE 1140 SAN FRANCISCO, CA 94104 CONTACT: MR. PAT BUSCOVICH TEL: 415.760.0636	TO SHOW WORK DONE UNDER PVIOUS PERMIT PLUS RELOCATION OF KITCHEN/TWO UNIT LOCATION FROM 552 HILL ST (1ST & 2ND FLOOR) AND 554 HILL ST (3RD FLOOR) TO 552 HILL ST (1ST FLOOR) AND 554 HILL ST (2ND & 3RD FLOOR) PLUS DCP REQUIRE LEGALIZATION WORK. LEGALIZATION WORK: 1) REMOVE SPIRAL STAIRS FROM 3RD FLOOR TO ROOF. 2) REMOVE ROOF DECK. 3) REMOVE FRONT PARAPET. 4) LEGALIZE PORCH INFILL. 5) LEGALIZE EXTENSION AT 2ND AND 3RD FLOOR REAR. VARIANCE: #2 OPEN SPACE, #3 EXPOSURE, #1 INFILL AT REAR YARD.	ARCHITECTURAL A1.0 COVER SHEET A2.0 EXISTING SITE PLAN A2.0.1 AS-BUILT SITE PLAN A2.0.2 PROPOSED SITE PLAN A2.1 EXISTING, AS-BUILT, AND PROPOSED FIRST FLOOR PLANS A2.2 EXISTING, AS-BUILT, AND PROPOSED SECOND FLOOR PLANS A2.3 EXISTING, AS-BUILT, AND PROPOSED THIRD FLOOR PLANS A2.4 EXISTING, AS-BUILT, AND PROPOSED ROOF PLANS A3.1 EXISTING FRONT (SOUTH) AND SIDE (WEST) ELEVATIONS A3.1.0 AS-BUILT FRONT (SOUTH) AND SIDE (WEST) ELEVATIONS A3.2 PROPOSED FRONT (SOUTH) AND SIDE (WEST) ELEVATIONS A3.3 EXISTING REAR (NORTH) AND SIDE (EAST) ELEVATIONS A3.3.0 AS-BUILT REAR (NORTH) AND SIDE (EAST) ELEVATIONS A3.4 PROPOSED REAR (NORTH) AND SIDE (EAST) ELEVATIONS A3.5 EXISTING AND AS-BUILT SECTIONS A3.6 PROPOSED SECTION
	FIRE SAFETY NOTES <ul style="list-style-type: none"> ALL EXITS TO BE MAINTAINED DURING AND AFTER CONSTRUCTION ALL FIRE RATINGS TO BE RESTORED AFTER CONSTRUCTION ALL PENETRATIONS TO BE REPAIRED MUST MAINTAIN EXISTING FIRE LIFE SAFETY SYSTEM DURING CONSTRUCTION 	APPLICABLE CODES 2016 CALIFORNIA BUILDING CODE (CBC) BASED ON THE 2016 INTERNATIONAL BUILDING CODE (IBC) 2016 PLUMBING CODE (CPC) BASED ON ON THE 2016 UNIFORM PLUMBING CODE (UPC) 2016 CALIFORNIA MECHANICAL CODE (CMC) BASED ON THE 2016 UNIFORM MECHANICAL CODE (UMC) 2016 CALIFORNIA ELECTRICAL CODE (CEC) BASED ON THE 2016 NATIONAL ELECTRICAL CODE (NEC) 2016 CALIFORNIA FIRE CODE (CFC) BASED ON THE 2016 INTERNATIONAL FIRE CODE (IFC) 2016 CALIFORNIA ENERGY CODE ALL PERMIT APPLICATION MUST COMPLY WITH THE PROVISIONS OF THE ABOVE CODES AND THE APPLICABLE CITY CODE AMENDMENTS	INFORMATION ON PLAN EXISTING: PRIOR TO BPA NO. 200312313258 AS-BUILT: INCLUDING WORK BEYOND SCOPE OF BPA NO. 200312313258 PROPOSED: TODAY'S WORK PLUS DCP REQUIRED WORK.

SQ. FOOTAGE TABLE

FLOOR	EXISTING SQ. AREA (FT ²)	UNPERMITTED SQ. AREA (FT ²)	PERMITTED SQ. AREA (FT ²)	PROPOSED SQ. AREA (FT ²)	REMARKS/COMMENTS
FIRST FLOOR	1007.7 SQ. FT.	-	815.0 SQ. FT.	815.0 SQ. FT.	
HALLWAY (1ST FLR)	INCLUDED IN 1ST FLR.	-	121.0 SQ. FT.	121.0 SQ. FT.	
SECOND FLOOR	1403.3 SQ. FT.	21.2 SQ. FT.	1424.5 SQ. FT.	1424.5 SQ. FT.	
THIRD FLOOR	1472.9 SQ. FT.	36.5 SQ. FT.	1509.4 SQ. FT.	1509.4 SQ. FT.	
TOTAL AREA (FT²)	3883.9 SQ. FT.	57.7 SQ. FT.	3869.9 SQ. FT.	3869.9 SQ. FT.	

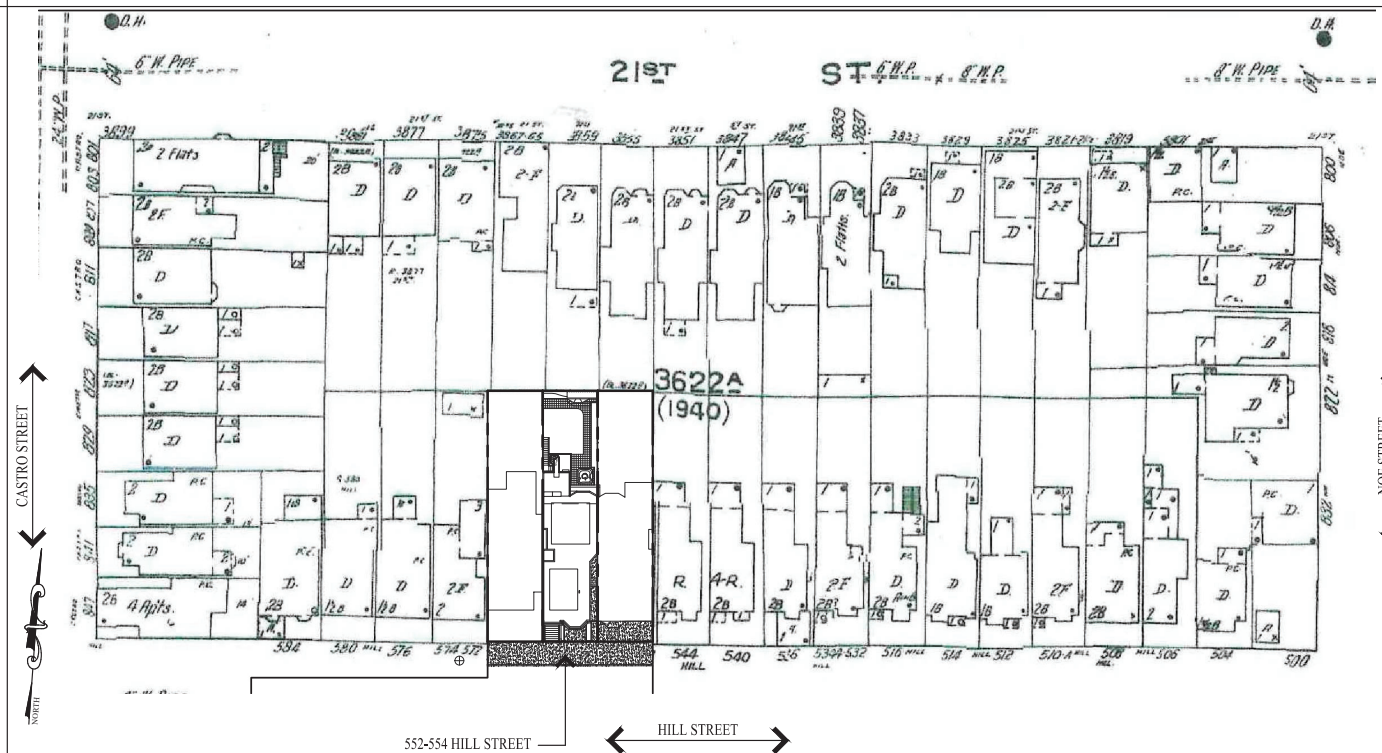
EXISTING UNIT 552	EXISTING SQ. AREA (FT ²)	REMARKS/COMMENTS
FIRST FLOOR	1007.7 SQ. FT.	
HALLWAY (1ST FLR)	INCLUDED IN 1ST FLR.	
SECOND FLOOR	1424.5 SQ. FT.	
TOTAL AREA (FT²)	2432.2 SQ. FT.	

PROPOSED UNIT 552	EXISTING SQ. AREA (FT ²)	REMARKS/COMMENTS
FIRST FLOOR	815.0 SQ. FT.	
HALLWAY (UNIT 554)	-	
SECOND FLOOR	-	
TOTAL AREA (FT²)	815.0 SQ. FT.	

EXISTING UNIT 554	EXISTING SQ. AREA (FT ²)	REMARKS/COMMENTS
FIRST FLOOR	-	
HALLWAY (1ST FLR)	-	
SECOND FLOOR	-	
THIRD FLOOR	1509.4 SQ. FT.	
TOTAL AREA (FT²)	1509.4 SQ. FT.	

PROPOSED UNIT 554	EXISTING SQ. AREA (FT ²)	REMARKS/COMMENTS
FIRST FLOOR	-	
HALLWAY	121.0 SQ. FT.	
SECOND FLOOR	1424.5 SQ. FT.	
THIRD FLOOR	1509.4 SQ. FT.	
TOTAL AREA (FT²)	3054.9 SQ. FT.	

SANBORN MAP



PATRICK BUSCOVICH AND ASSOCIATES
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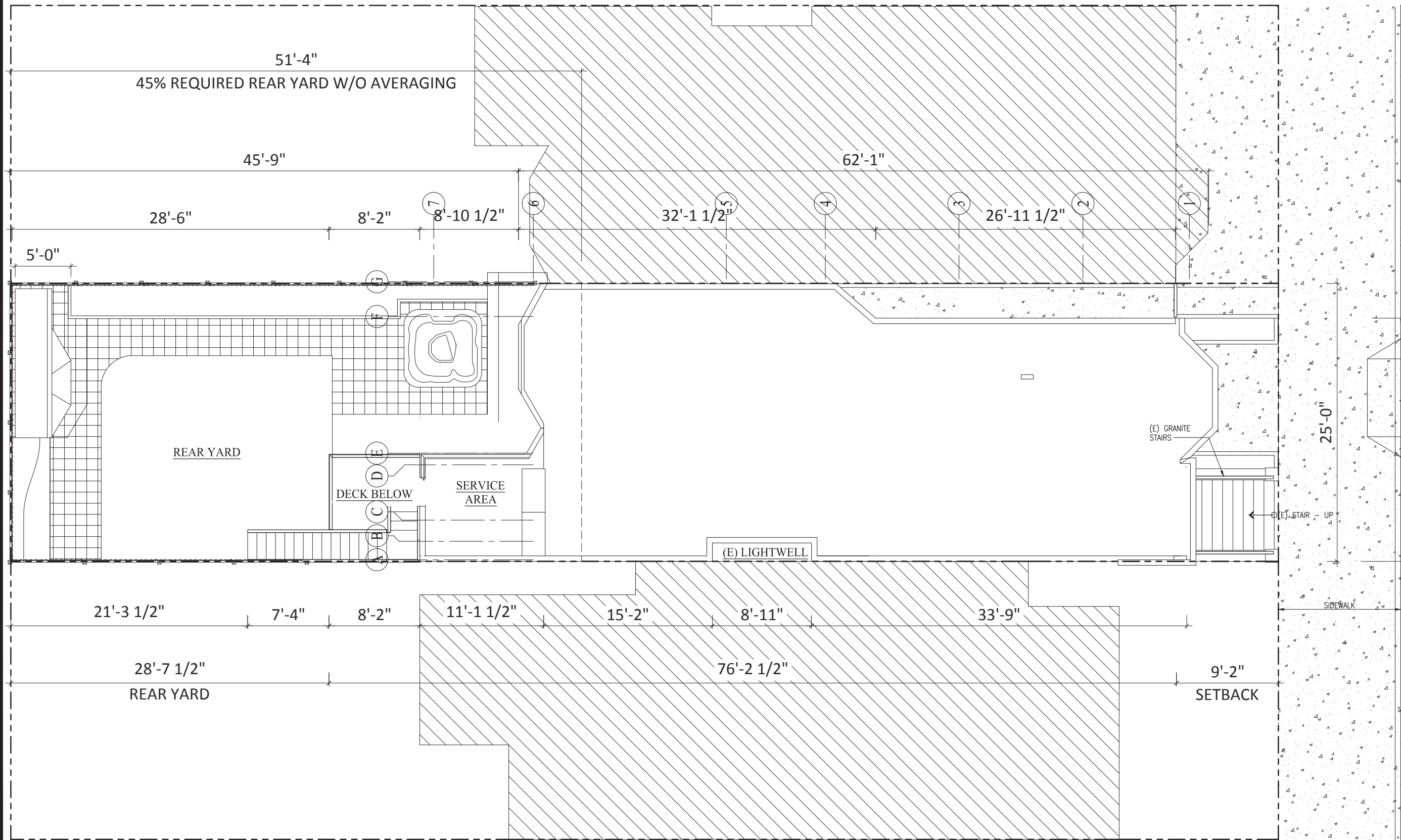
552-554 HILL STREET
 SAN FRANCISCO, CA.

COVER SHEET

DRAWN	DA
DESIGNED/CHECKED	PB
DATE	
SCALE	AS NOTED
JOB NO.	18.115
SHEET	

A1.0

OF SHEETS



REV.	DATE	DESCRIPTION

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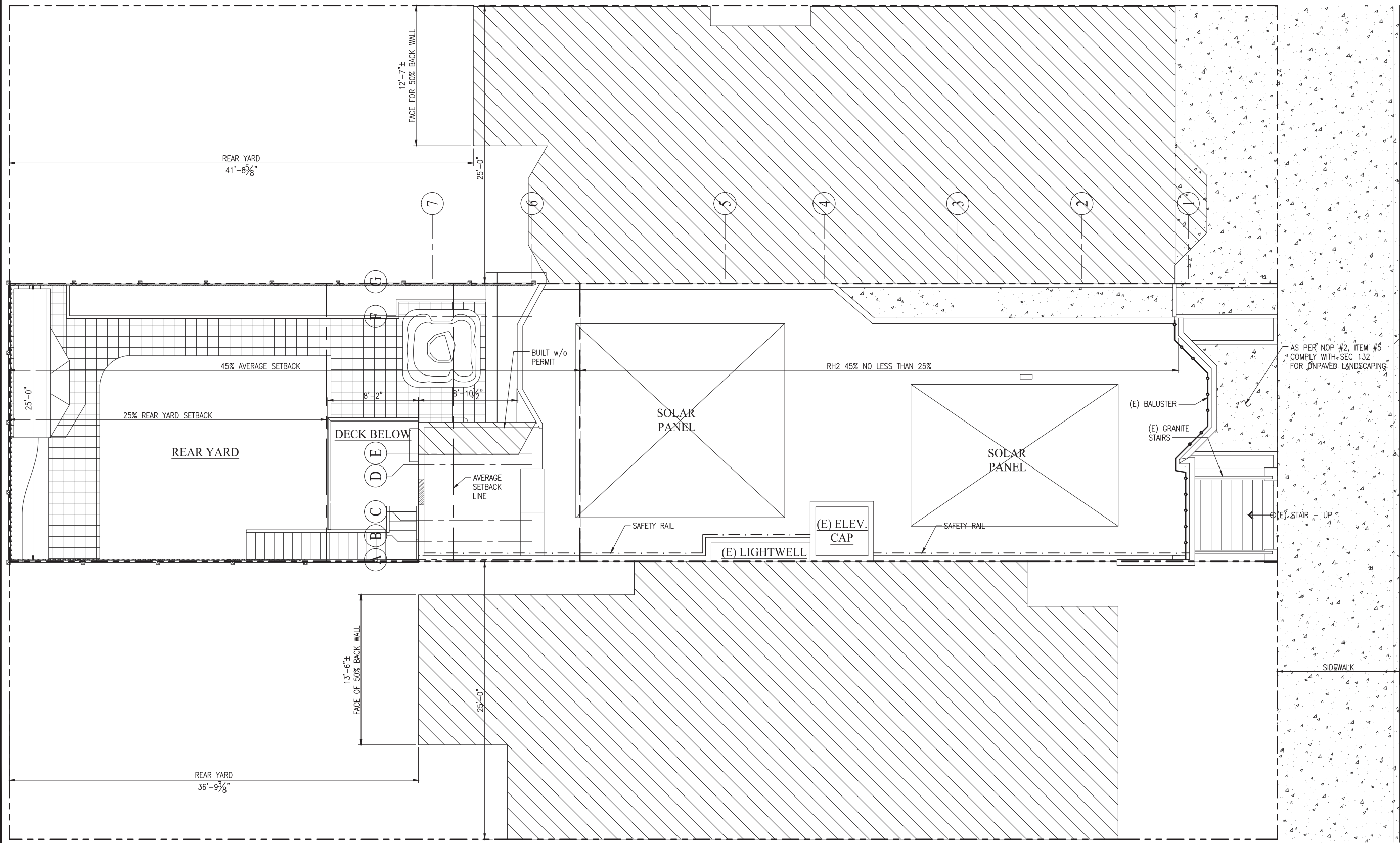
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 SAN FRANCISCO, CA.

EXISTING SITE PLAN

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DATE	
SCALE	AS NOTED
JOB NO.	18.115
SHEET	

A2.0

OF SHEETS



REV.	DATE	DESCRIPTION

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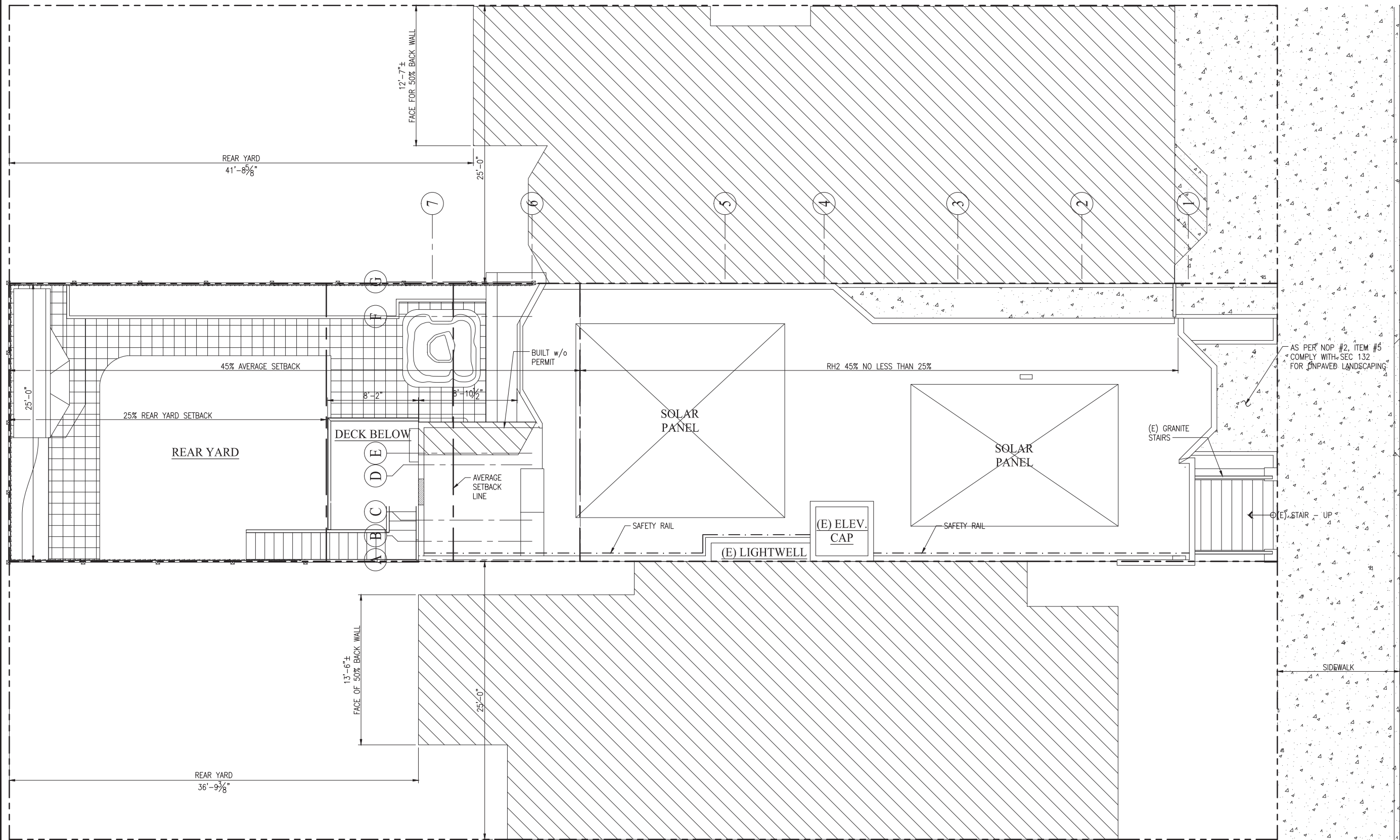
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 SAN FRANCISCO, CA.

AS-BUILT SITE PLAN

DRAWN	DA
DESIGNED/CHECKED	PB
DATE	
SCALE	AS NOTED
JOB NO.	18.115
SHEET	

A2.0.1
 OF SHEETS

1 AS-BUILT SITE PLAN (INCLUDING WORK BEYOND SCOPE OF BPA NO. 200312313258) 1/8"=1'-0"



REV.	DATE	DESCRIPTION

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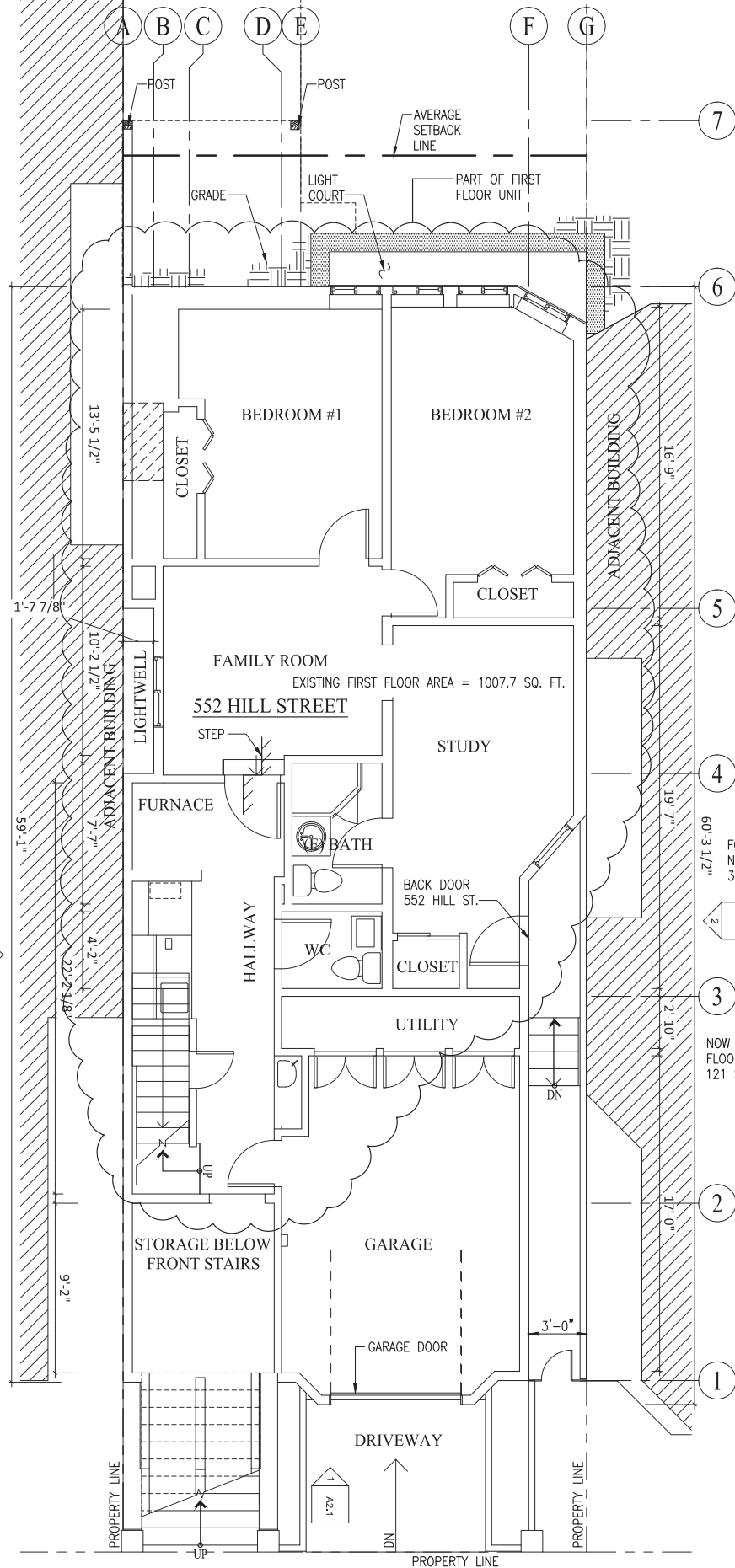


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 SAN FRANCISCO, CA.

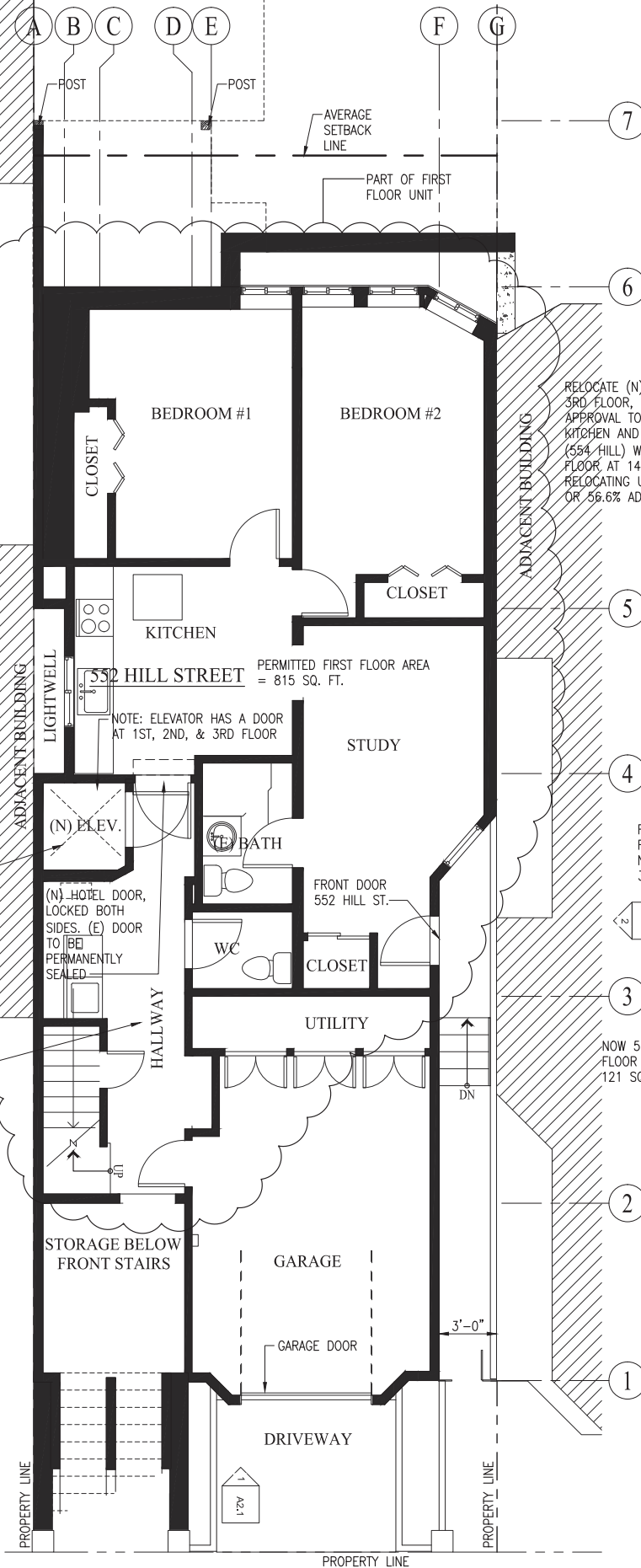
PROPOSED SITE PLAN

DRAWN	DA
DESIGNED/CHECKED	PB
DATE	
SCALE	AS NOTED
JOB NO.	18.115
SHEET	

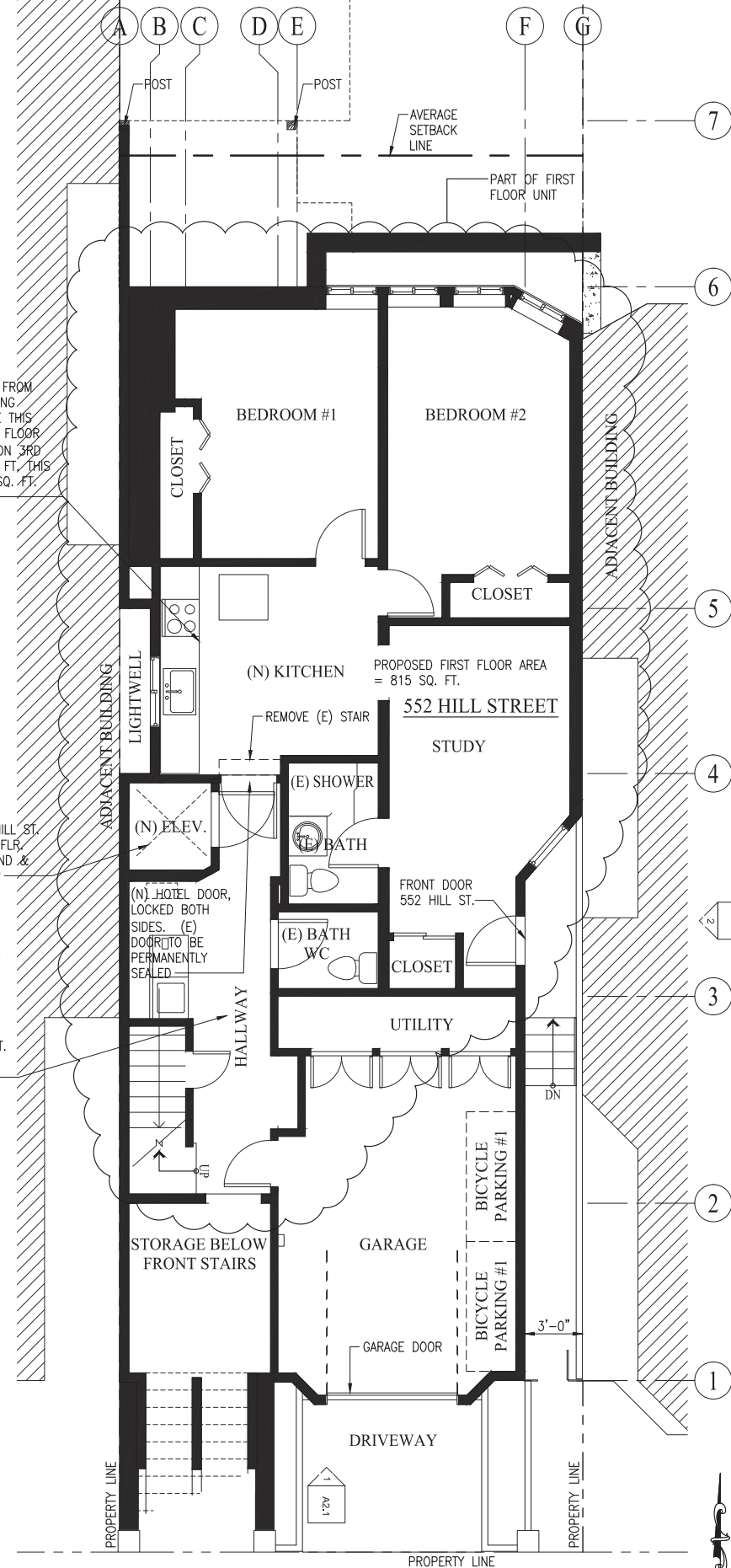
A2.0.2
 OF SHEETS



1 EXISTING FIRST FLOOR PLAN (PRIOR TO BPA NO. 200312313258) 1/4"=1'-0"



2 AS-BUILT FIRST FLOOR PLAN (INCLUDING WORK BEYOND SCOPE OF BPA NO. 200312313258) 1/4"=1'-0"



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

REV.	DATE	DESCRIPTION

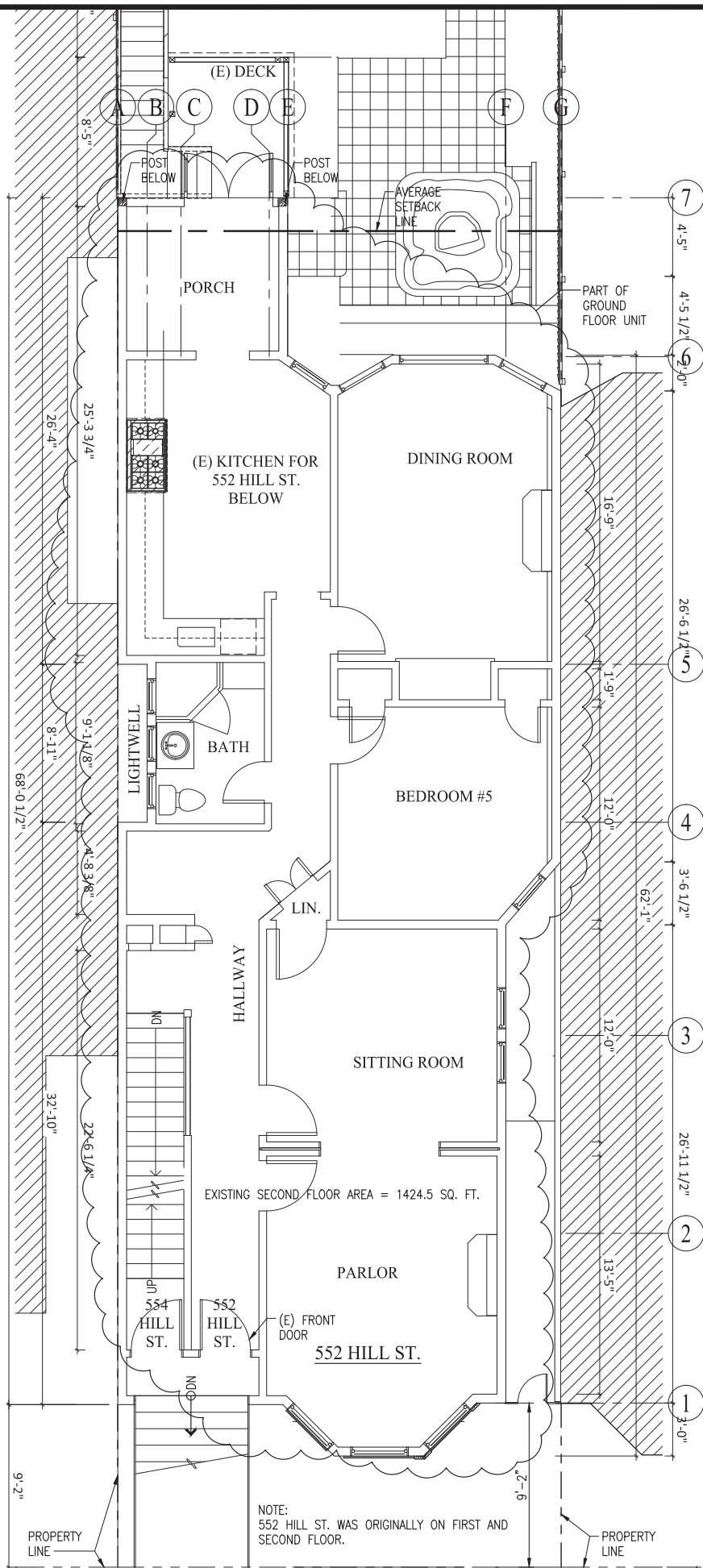
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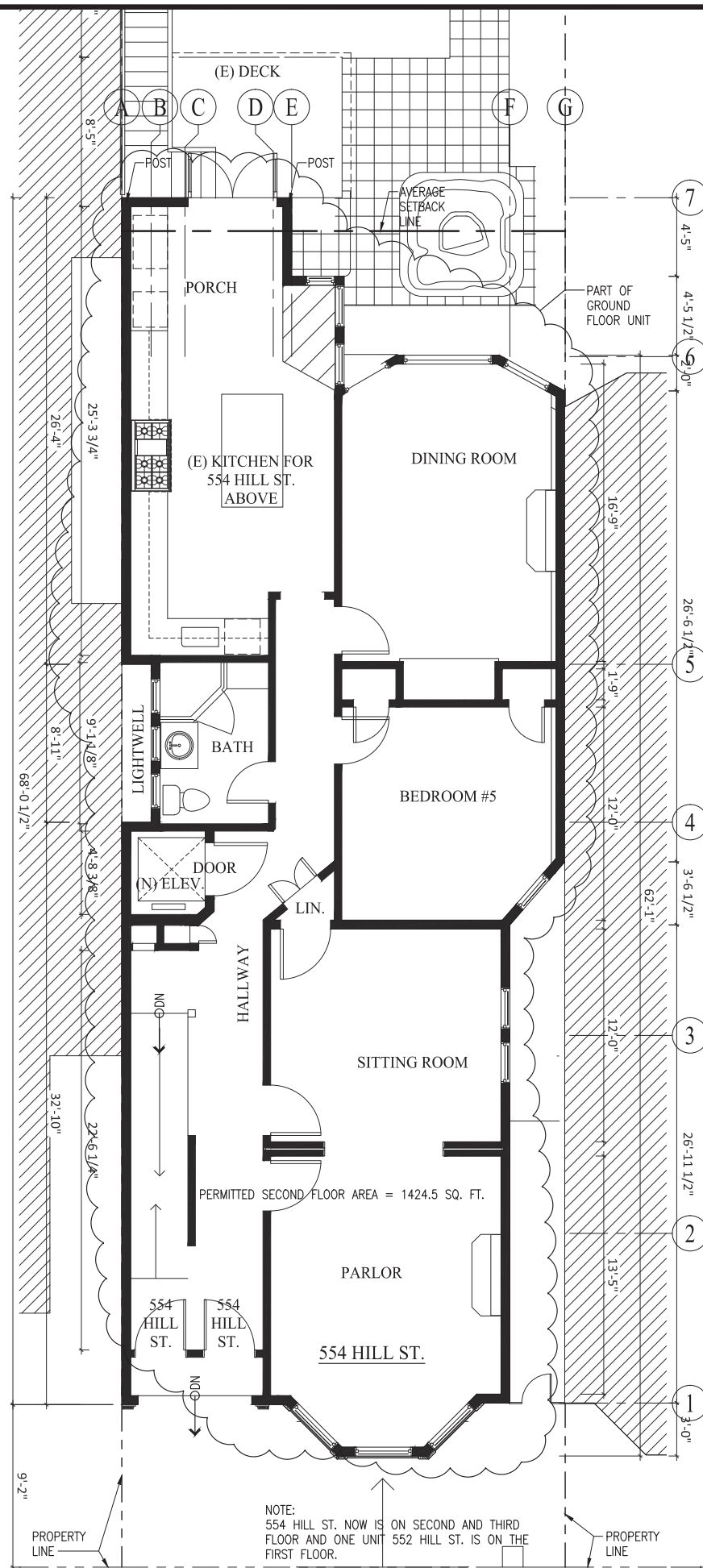
552-554 HILL STREET
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EXISTING, AS-BUILT, AND
 PROPOSED FIRST
 FLOOR PLANS

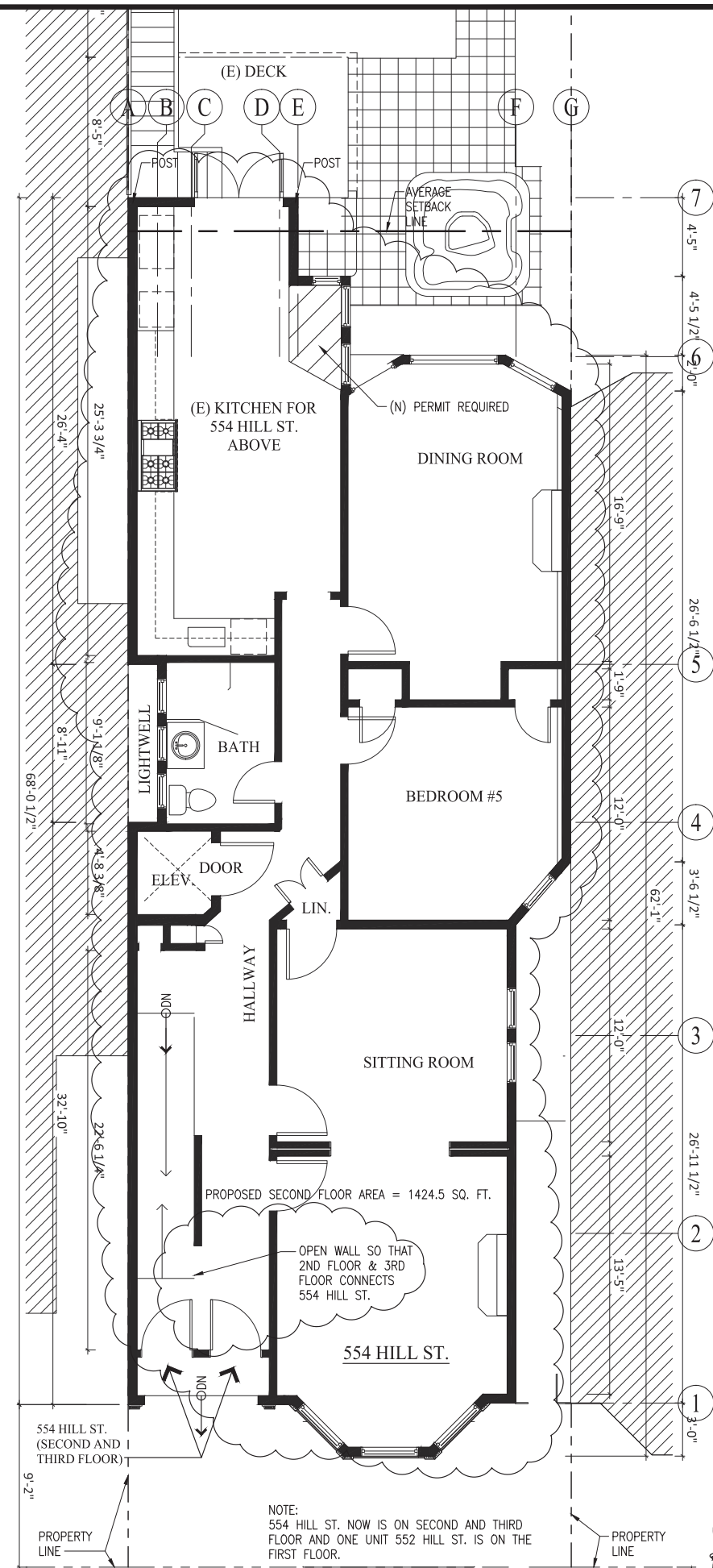
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DESIGNED/CHECKED	PB
DATE	
SCALE	AS NOTED
JOB NO.	18.115
SHEET	



1 EXISTING SECOND FLOOR PLAN
PRIOR TO BPA NO. 200312313258 1/4"=1'-0"



1 AS-BUILT SECOND FLOOR PLAN (INCLUDING
WORK BEYOND SCOPE OF BPA NO. 200312313258 1/4"=1'-0"



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

REV.	DATE	DESCRIPTION

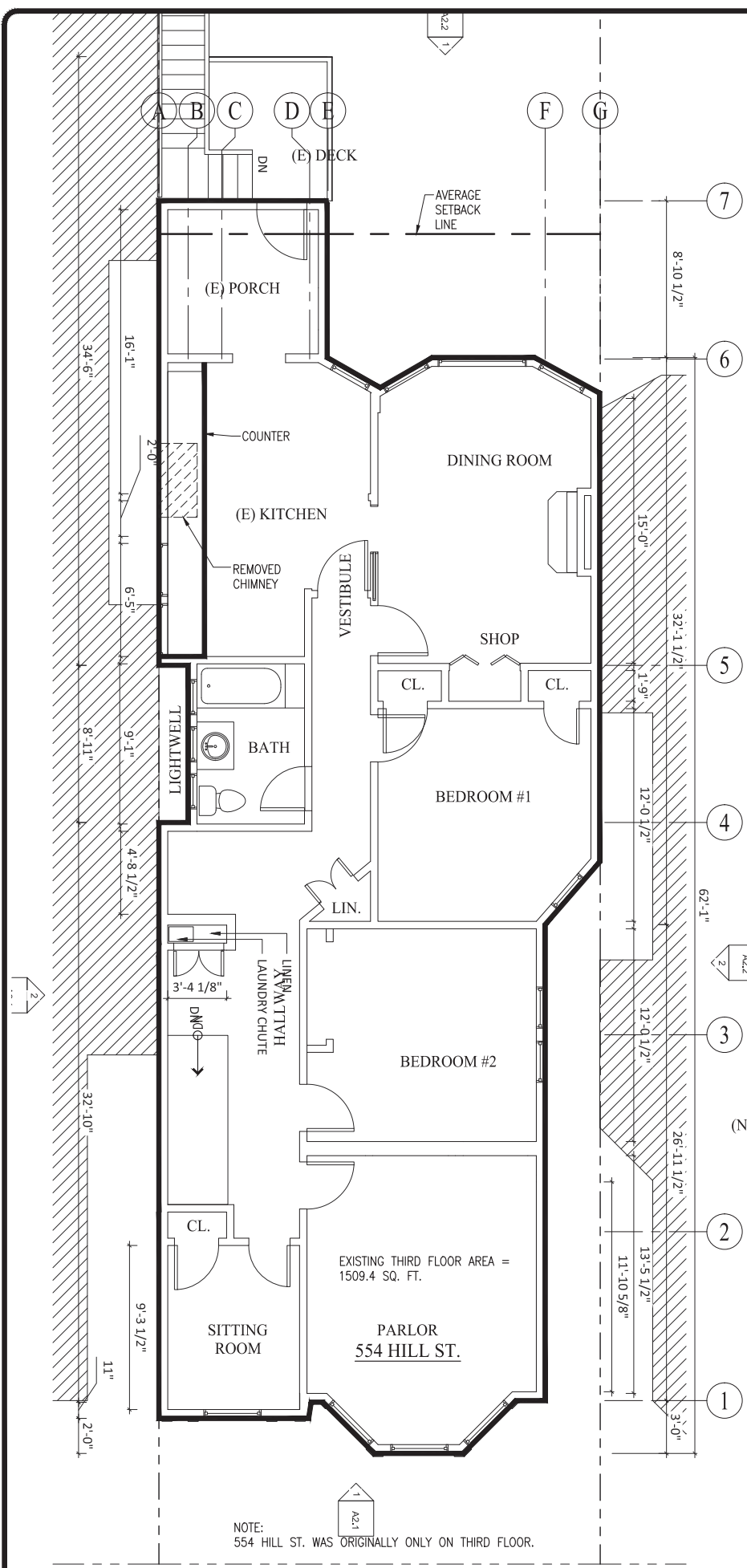
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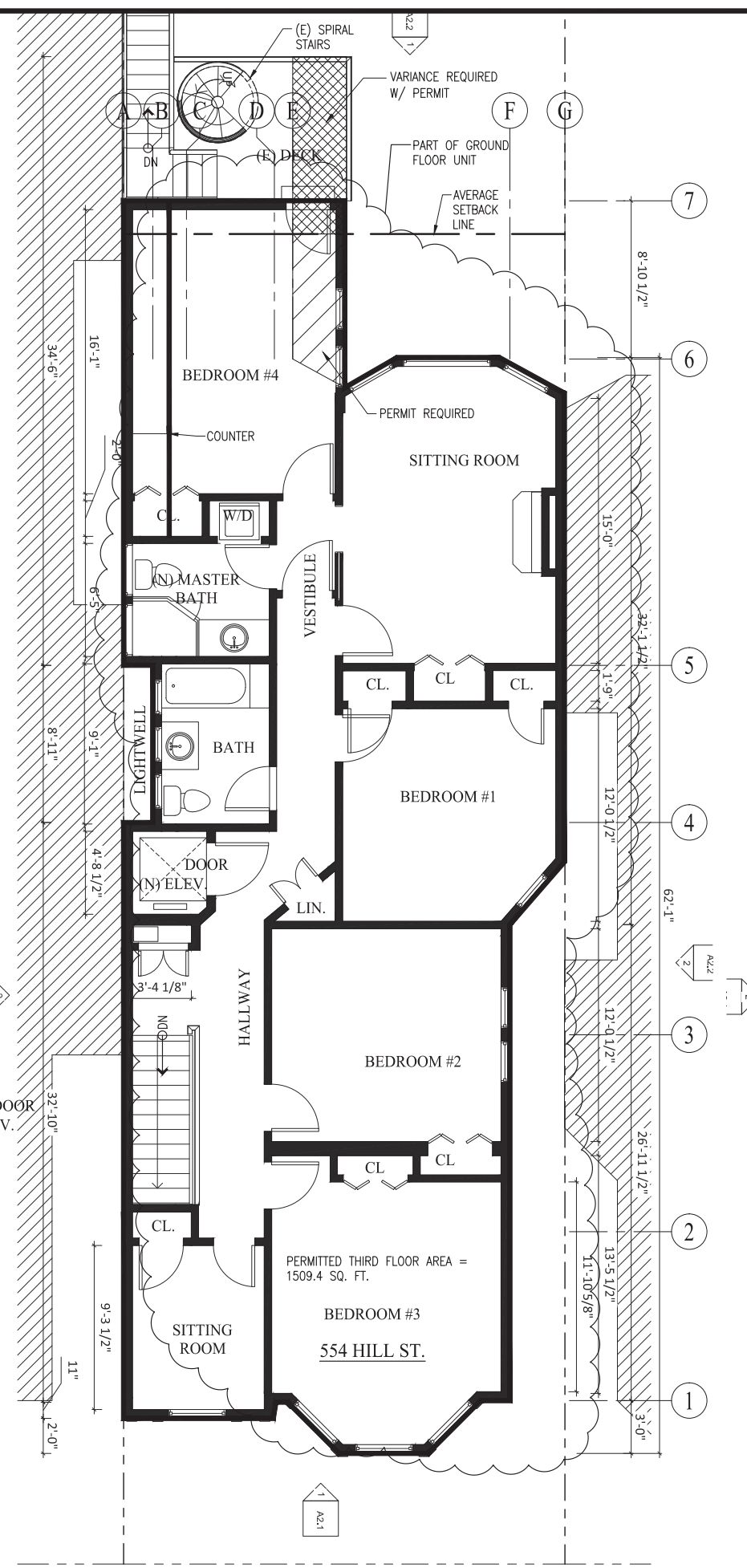
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EXISTING, AS-BUILT, AND
PROPOSED SECOND
FLOOR PLANS

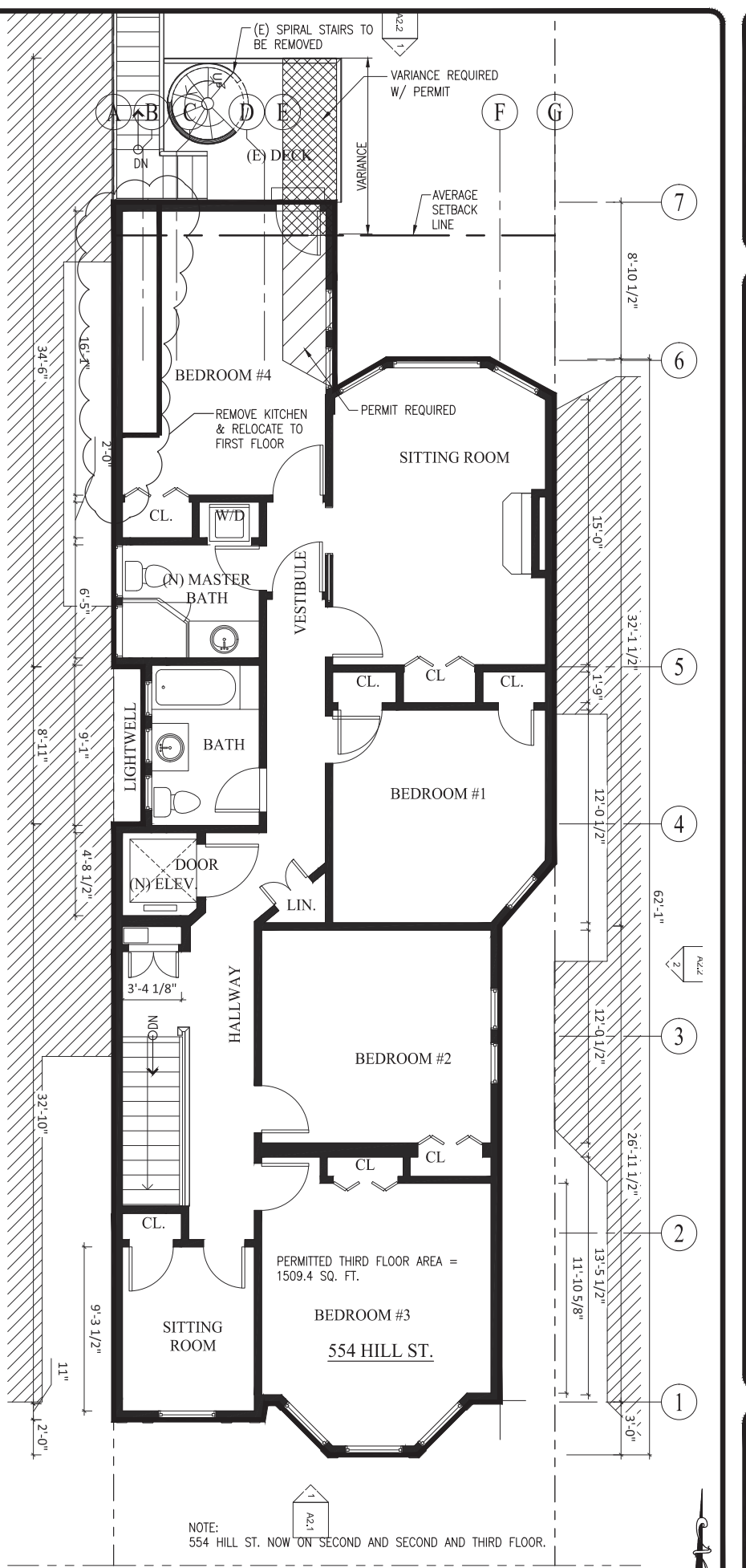
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JOB NO. 18.115
SHEET



1 EXISTING THIRD FLOOR PLAN (PRIOR TO BPA NO. 200312313258) 1/4"=1'-0"



2 AS-BUILT THIRD FLOOR PLAN (INCLUDING WORK BEYOND SCOPE OF BPA NO. 200312313258) 1/4"=1'-0"



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

REV.	DATE	DESCRIPTION

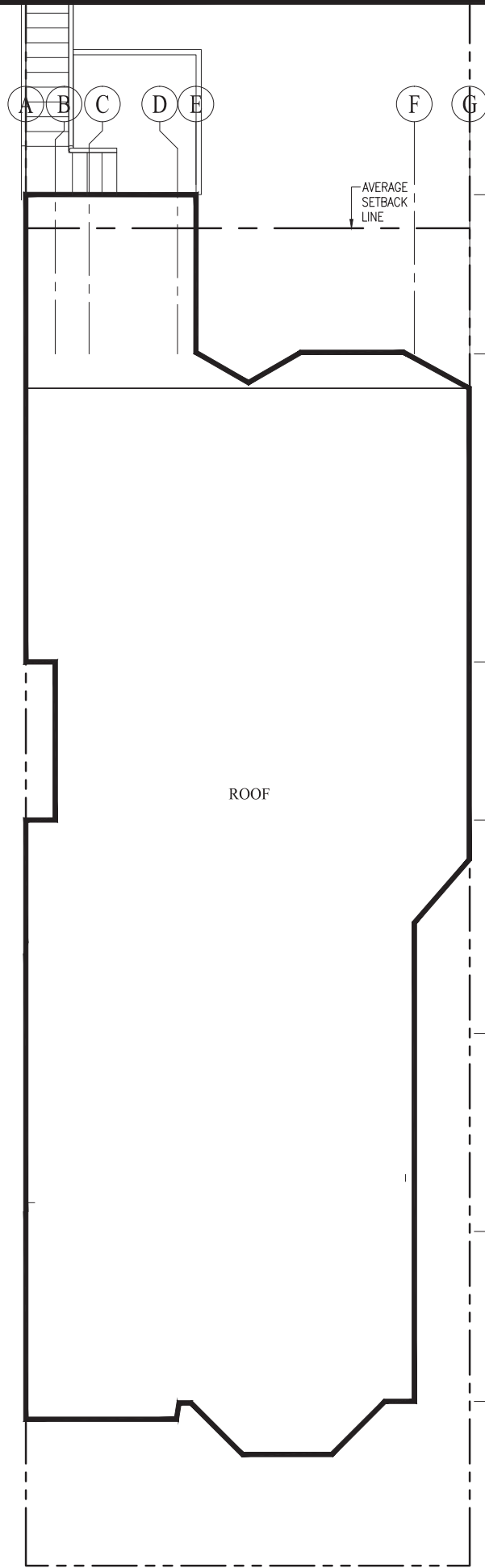
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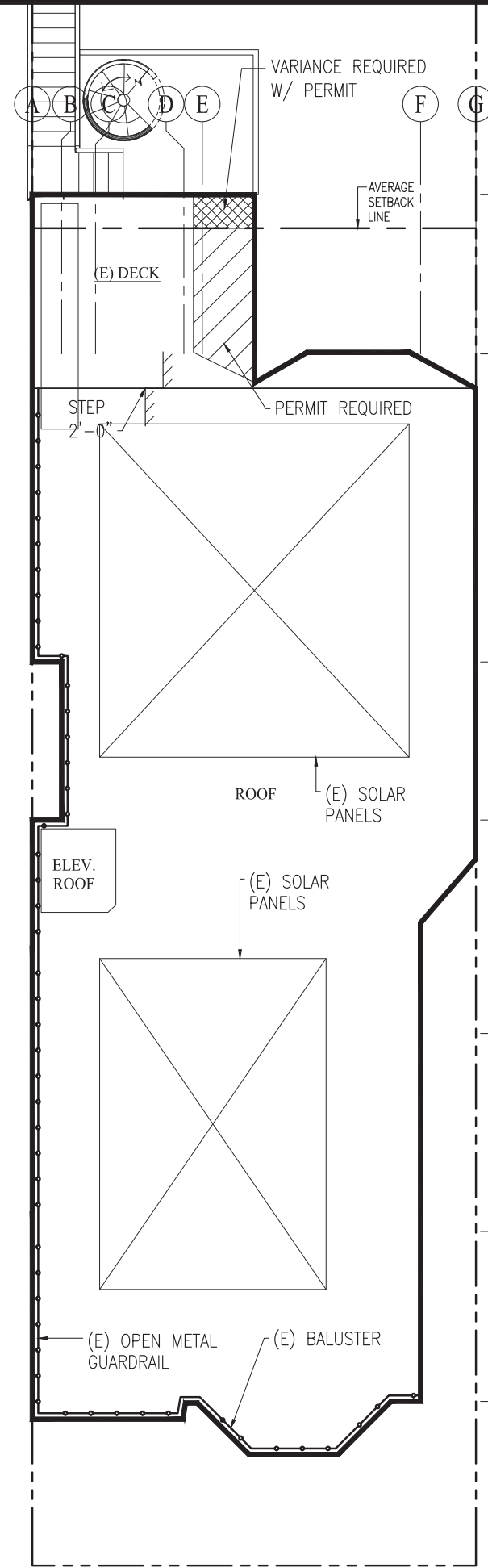
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EXISTING, AS-BUILT, AND PROPOSED THIRD FLOOR PLANS

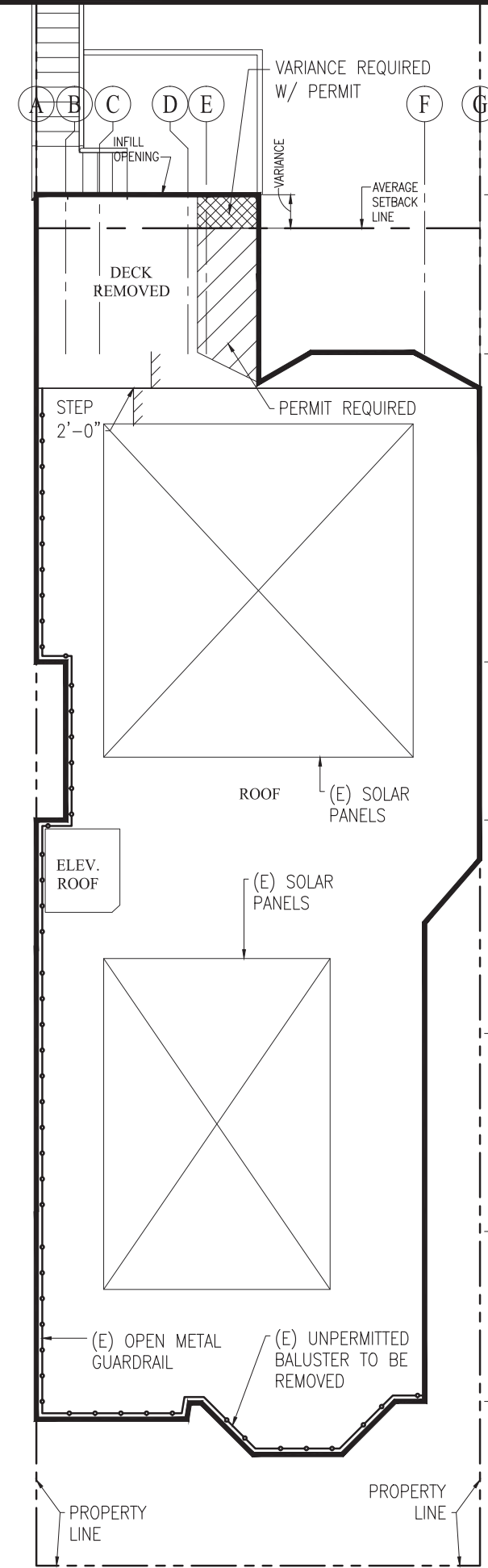
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SHEET



1 EXISTING ROOF PLAN (PRIOR TO BPA NO. 200312313258) 1/4"=1'-0"



2 AS-BUILT ROOF PLAN (INCLUDING WORK BEYOND SCOPE OF BPA NO. 200312313258) 1/4"=1'-0"



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

REV.	DATE	DESCRIPTION

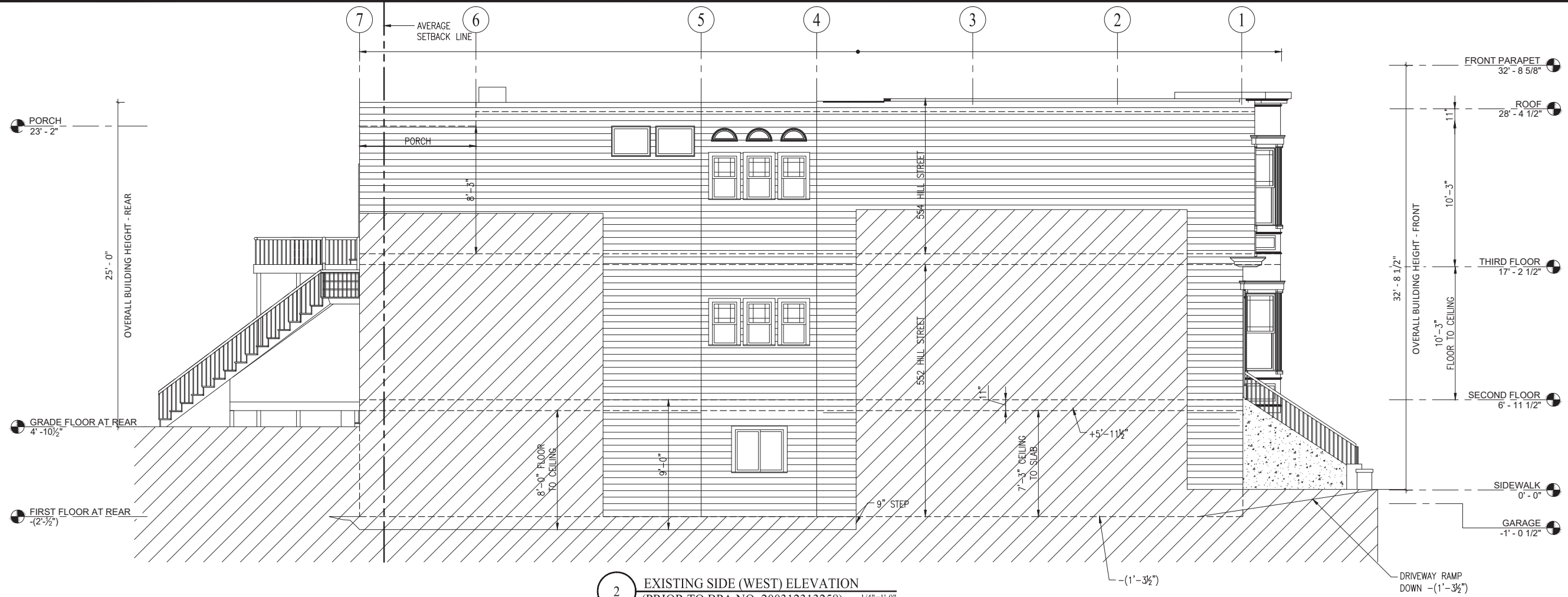
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EXISTING, AS-BUILT, AND
 PROPOSED ROOF
 PLANS

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DATE	
SCALE	AS NOTED
JOB NO.	18.115
SHEET	



2 EXISTING SIDE (WEST) ELEVATION
(PRIOR TO BPA NO. 200312313258) 1/4"=1'-0"



1 EXISTING FRONT (SOUTH) ELEVATION
(PRIOR TO BPA NO. 200312313258) 1/4"=1'-0"

REV.	DATE	DESCRIPTION

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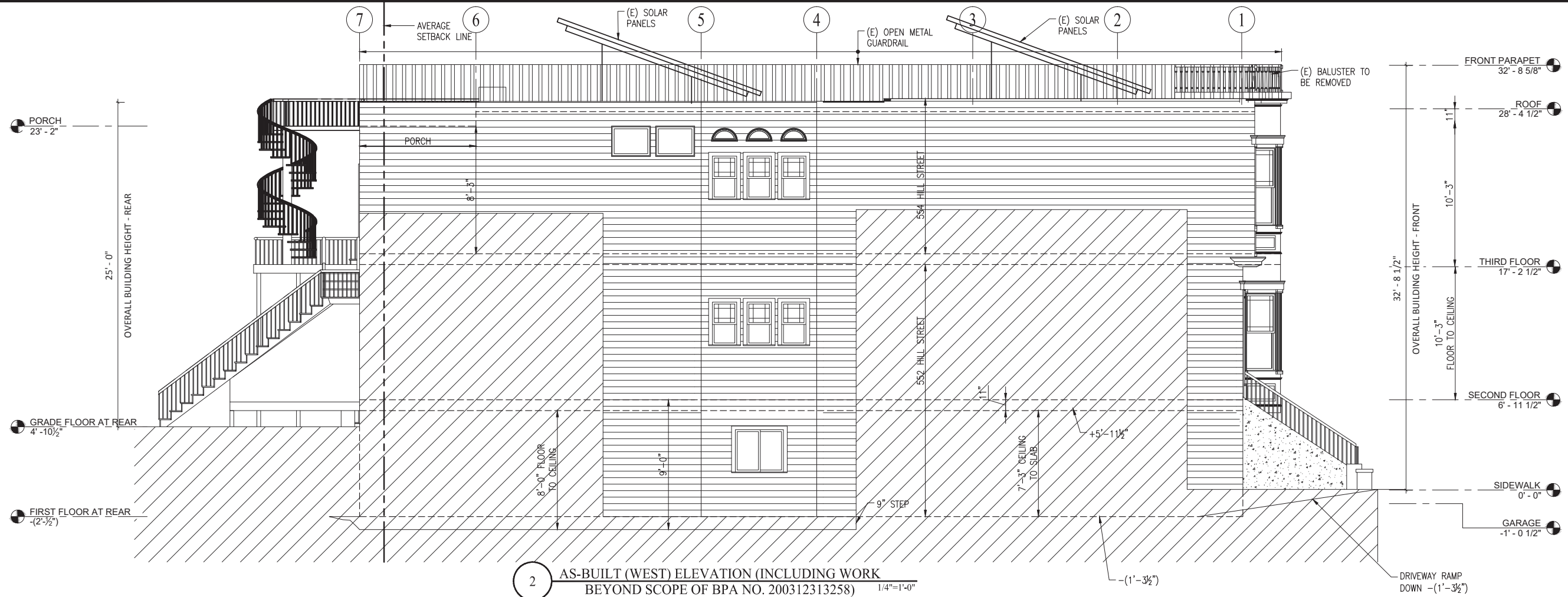


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SAN FRANCISCO, CA.

EXISTING
SOUTH AND WEST ELEVATIONS

DRAWN DA
DESIGNED/CHECKED PB
DATE
SCALE AS NOTED
JOB NO. 18.115
SHEET

A3.1
OF SHEETS



2 AS-BUILT (WEST) ELEVATION (INCLUDING WORK BEYOND SCOPE OF BPA NO. 200312313258) 1/4"=1'-0"



1 AS-BUILT (SOUTH) ELEVATION (INCLUDING WORK BEYOND SCOPE OF BPA NO. 200312313258) 1/4"=1'-0"

REV.	DATE	DESCRIPTION

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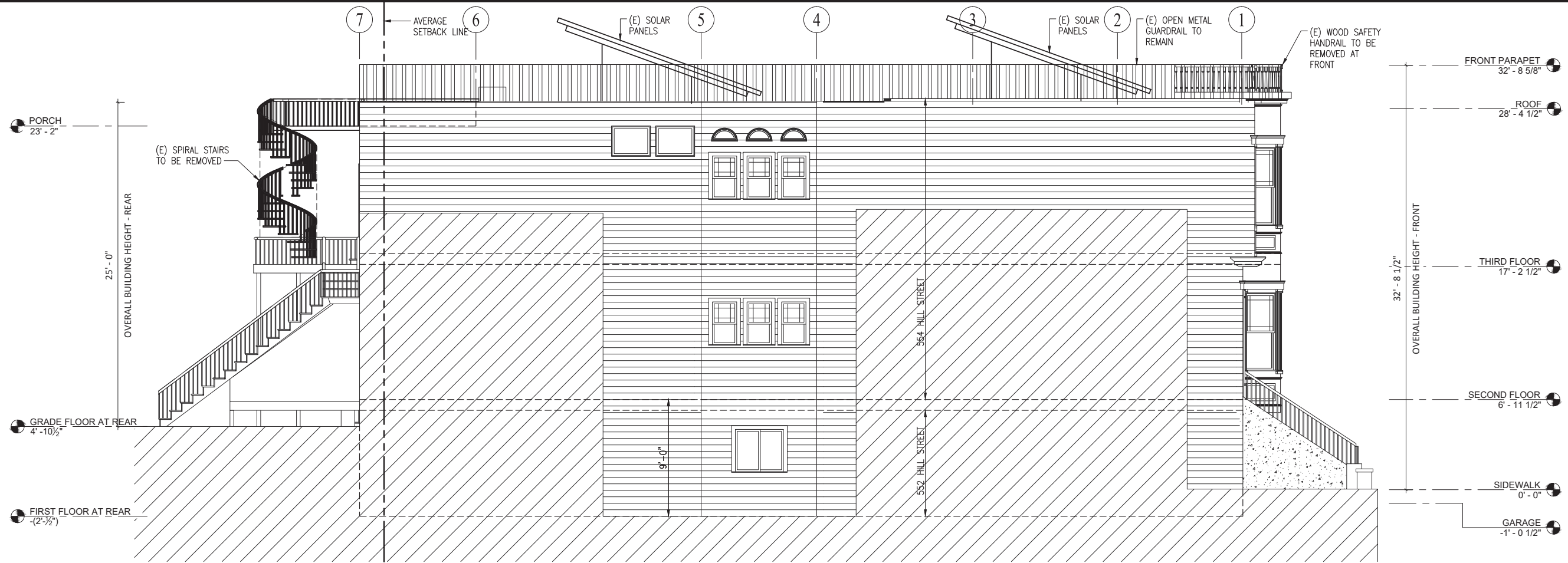


552-554 HILL STREET
SAN FRANCISCO, CA.

AS-BUILT
SOUTH AND WEST ELEVATIONS

DRAWN	DA
DESIGNED/CHECKED	PB
DATE	
SCALE	AS NOTED
JOB NO.	18.115
SHEET	

A3.1.0
OF SHEETS



2 PROPOSED SIDE (WEST) ELEVATION
1/4"=1'-0"



1 PROPOSED FRONT (SOUTH) ELEVATION
1/4"=1'-0"

REV.	DATE	DESCRIPTION

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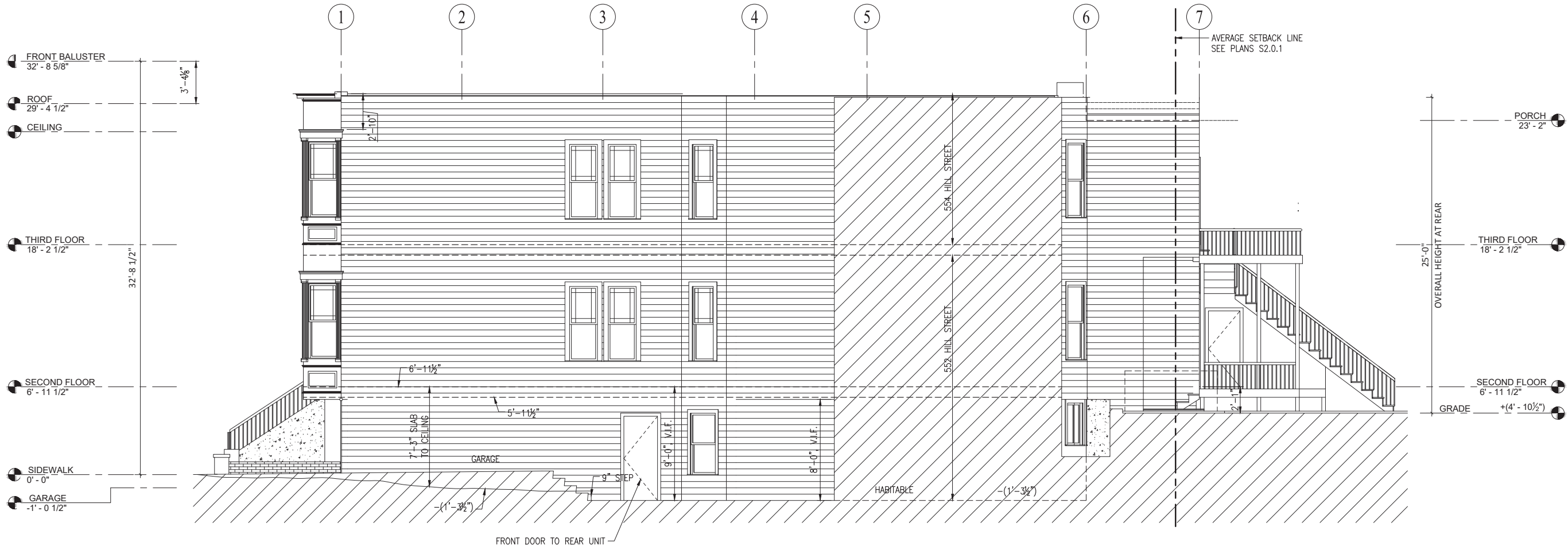


552-554 HILL STREET
SAN FRANCISCO, CA.

PROPOSED
SOUTH AND WEST ELEVATIONS

DRAWN DA
DESIGNED/CHECKED PB
DATE
SCALE AS NOTED
JOB NO. 18.115
SHEET

A3.2
OF SHEETS



2 EXISTING SIDE (EAST) ELEVATION
(PRIOR TO BPA NO. 200312313258) 1/4"=1'-0"



1 EXISTING REAR (NORTH) ELEVATION
(PRIOR TO BPA NO. 200312313258) 1/4"=1'-0"

REV.	DATE	DESCRIPTION

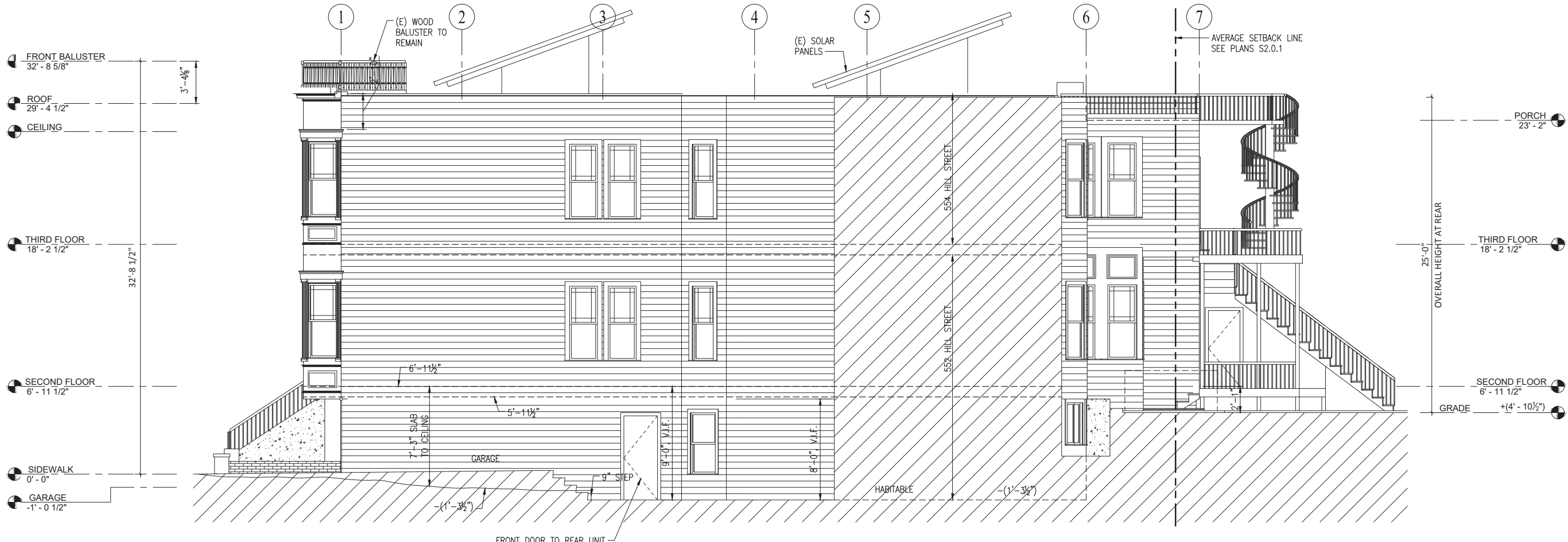
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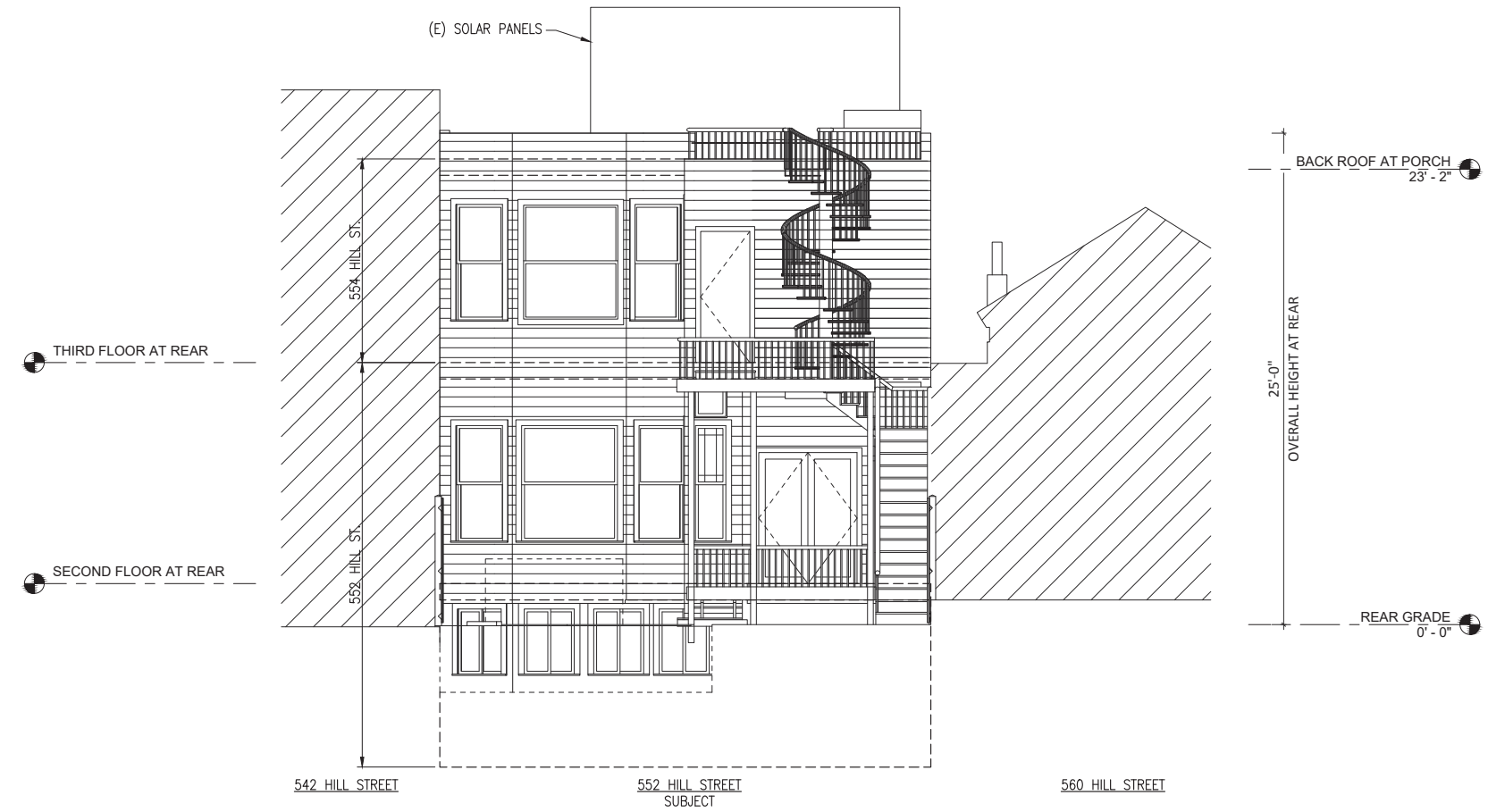
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SAN FRANCISCO, CA.

EXISTING
NORTH AND EAST ELEVATIONS

DRAWN DA
DESIGNED/CHECKED PB
DATE
SCALE AS NOTED
JOB NO. 18.115
SHEET



2 AS-BUILT (EAST) ELEVATION (INCLUDING WORK BEYOND SCOPE OF BPA NO. 200312313258) 1/4"=1'-0"



1 AS-BUILT (NORTH) ELEVATION (INCLUDING WORK BEYOND SCOPE OF BPA NO. 200312313258) 1/4"=1'-0"

REV.	DATE	DESCRIPTION

PATRICK BUSCOVICH AND ASSOCIATES
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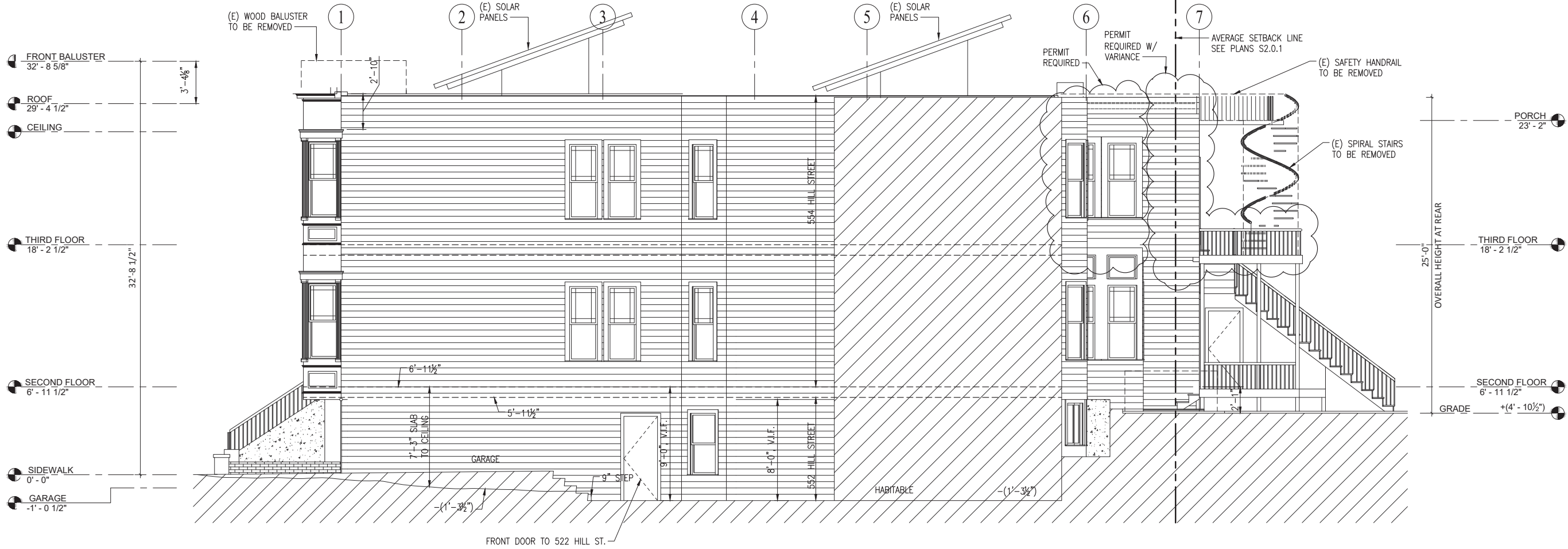


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 SAN FRANCISCO, CA.

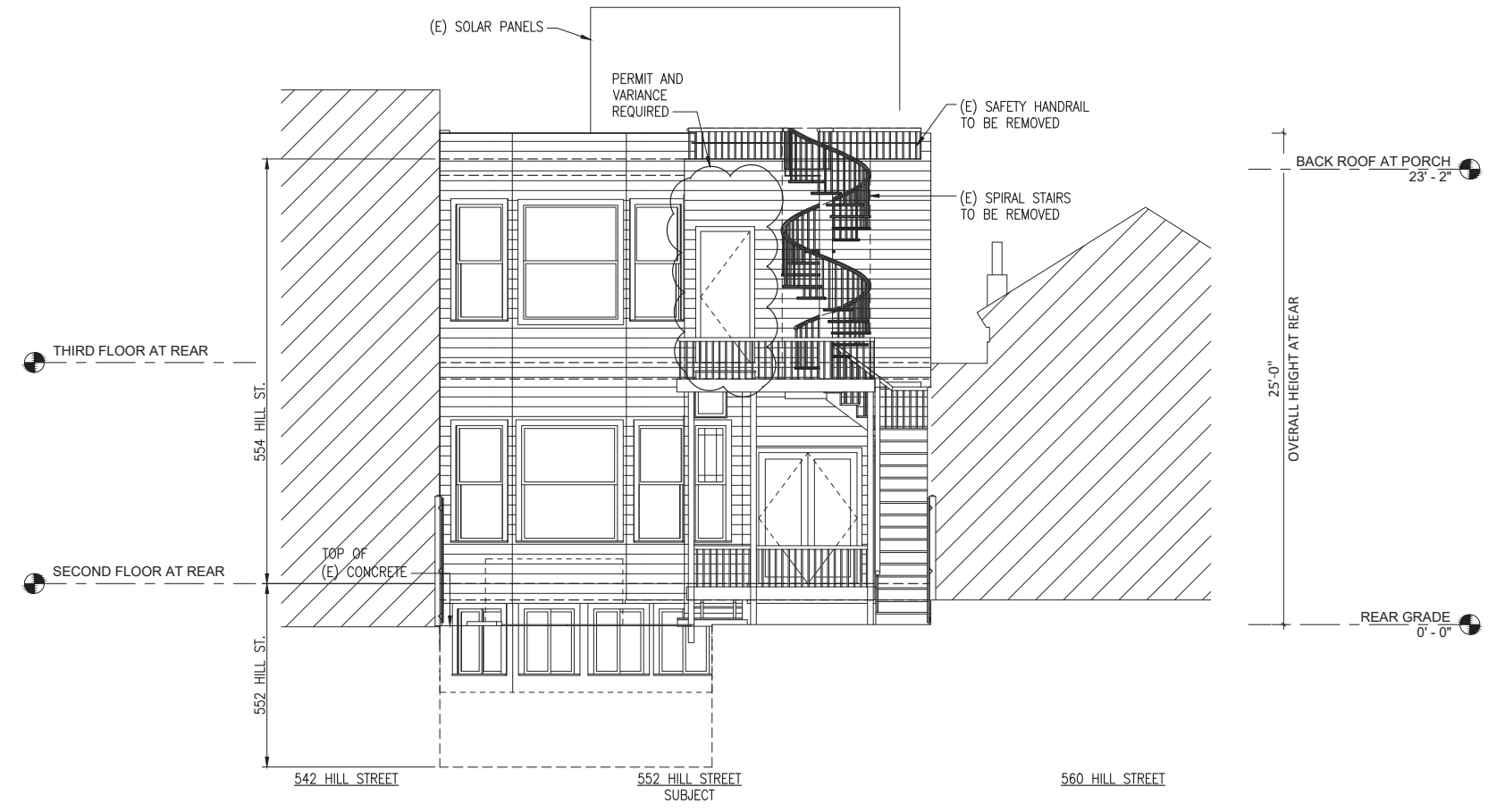
AS-BUILT
 NORTH AND EAST ELEVATIONS

DRAWN	DA
DESIGNED/CHECKED	PB
DATE	
SCALE	AS NOTED
JOB NO.	18.115
SHEET	

A3.3.0
 OF SHEETS



2 PROPOSED SIDE (EAST) ELEVATION
1/4"=1'-0"



1 PROPOSED REAR (NORTH) ELEVATION
1/4"=1'-0"

REV.	DATE	DESCRIPTION

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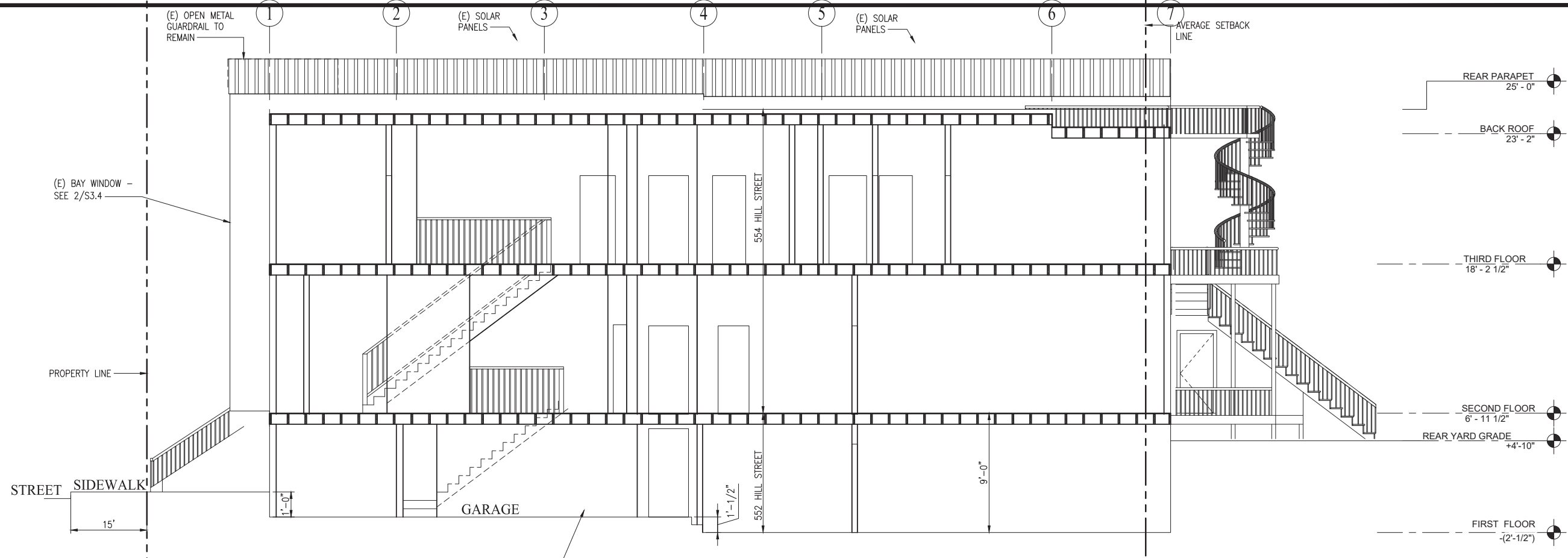


552-554 HILL STREET
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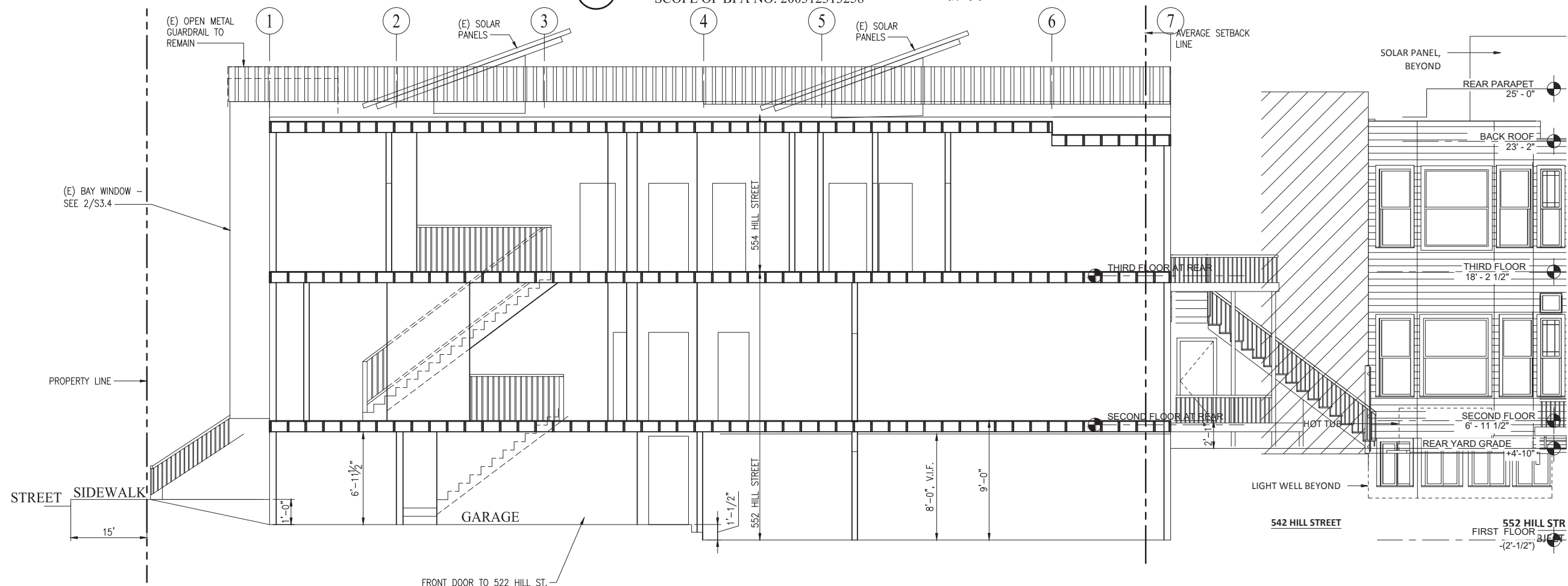
PROPOSED
NORTH AND EAST ELEVATIONS

DRAWN DA
DESIGNED/CHECKED PB
DATE
SCALE AS NOTED
JOB NO. 18.115
SHEET

A3.4
OF SHEETS



2 AS-BUILT SECTION (INCLUDING WORK BEYOND SCOPE OF BPA NO. 200312313258) 1/4"=1'-0"



1 EXISTING SECTION (PRIOR TO BPA NO. 200312313258) 1/4"=1'-0"

REV.	DATE	DESCRIPTION

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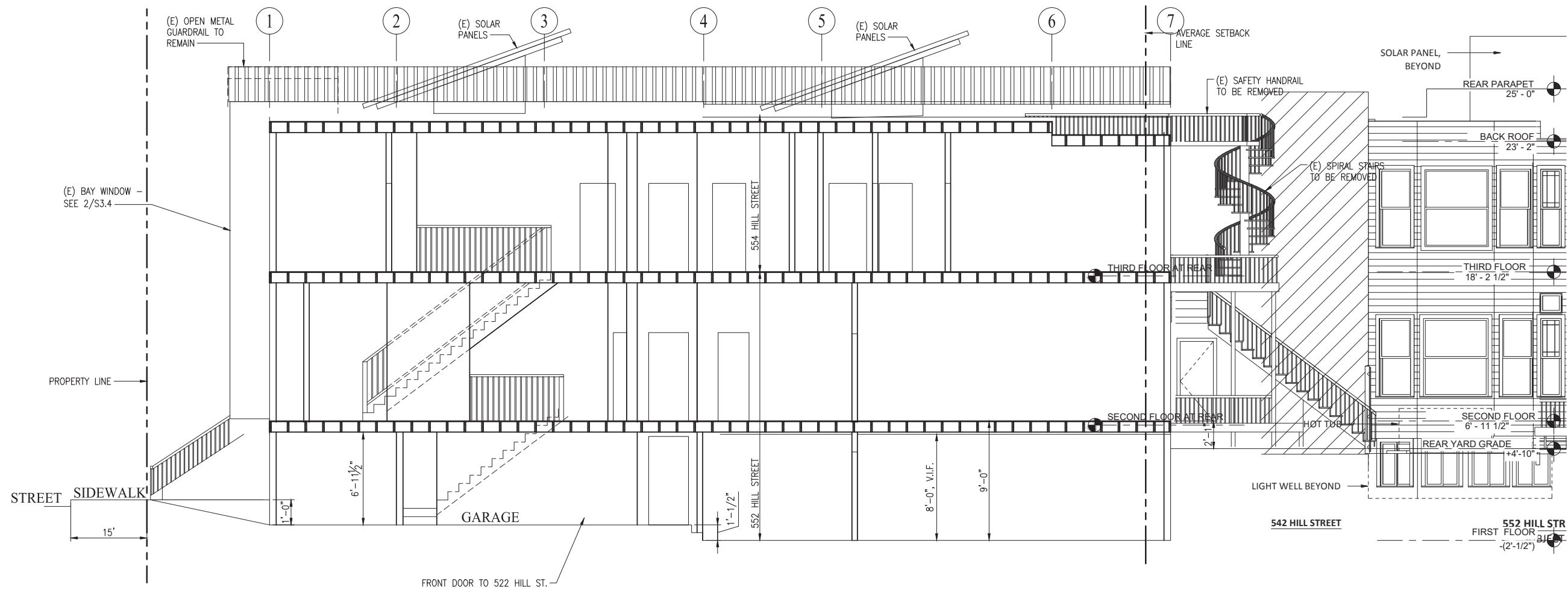


552-554 HILL STREET
 SAN FRANCISCO, CA.

EXISTING AND AS-BUILT SECTIONS

DRAWN DA
DESIGNED/CHECKED PB
DATE
SCALE AS NOTED
JOB NO. 18.115
SHEET

A3.5
 OF SHEETS



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

REV.	DATE	DESCRIPTION

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552-554 HILL STREET
SAN FRANCISCO, CA.

PROPOSED SECTION

DRAWN	DA
DESIGNED/CHECKED	PB
DATE	
SCALE	AS NOTED
JOB NO.	18.115
SHEET	

A3.6
OF SHEETS



SAN FRANCISCO PLANNING DEPARTMENT

CEQA Categorical Exemption Determination

PROPERTY INFORMATION/PROJECT DESCRIPTION

Project Address		Block/Lot(s)
552 HILL ST		3622065
Case No.		Permit No.
2019-000013PRJ		202001071328
<input checked="" type="checkbox"/> Addition/ Alteration	<input type="checkbox"/> Demolition (requires HRE for Category B Building)	<input type="checkbox"/> New Construction
<p>Project description for Planning Department approval. Conditional Use Authorization request to comply with NOV 2018-002876ENF. Property listed twice as 1 unit and 2 unit. Appears to be a merger within the main house, with the second unit being moved to a shed in the rear yard.</p>		

STEP 1: EXEMPTION CLASS

The project has been determined to be categorically exempt under the California Environmental Quality Act (CEQA).	
<input checked="" type="checkbox"/>	Class 1 - Existing Facilities. Interior and exterior alterations; additions under 10,000 sq. ft.
<input type="checkbox"/>	Class 3 - New Construction. Up to three new single-family residences or six dwelling units in one building; commercial/office structures; utility extensions; change of use under 10,000 sq. ft. if principally permitted or with a CU.
<input type="checkbox"/>	<p>Class 32 - In-Fill Development. New Construction of seven or more units or additions greater than 10,000 sq. ft. and meets the conditions described below:</p> <p>(a) The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.</p> <p>(b) The proposed development occurs within city limits on a project site of no more than 5 acres substantially surrounded by urban uses.</p> <p>(c) The project site has no value as habitat for endangered rare or threatened species.</p> <p>(d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.</p> <p>(e) The site can be adequately served by all required utilities and public services.</p> <p>FOR ENVIRONMENTAL PLANNING USE ONLY</p>
<input type="checkbox"/>	Class ____

STEP 2: CEQA IMPACTS

TO BE COMPLETED BY PROJECT PLANNER

<input type="checkbox"/>	<p>Air Quality: Would the project add new sensitive receptors (specifically, schools, day care facilities, hospitals, residential dwellings, and senior-care facilities within an Air Pollution Exposure Zone? Does the project have the potential to emit substantial pollutant concentrations (e.g., backup diesel generators, heavy industry, diesel trucks, etc.)? (refer to EP_ArcMap > CEQA Catex Determination Layers > Air Pollution Exposure Zone)</p>
<input type="checkbox"/>	<p>Hazardous Materials: If the project site is located on the Maher map or is suspected of containing hazardous materials (based on a previous use such as gas station, auto repair, dry cleaners, or heavy manufacturing, or a site with underground storage tanks): Would the project involve 50 cubic yards or more of soil disturbance - or a change of use from industrial to residential?</p> <p><i>if the applicant presents documentation of enrollment in the San Francisco Department of Public Health (DPH) Maher program, a DPH waiver from the Maher program, or other documentation from Environmental Planning staff that hazardous material effects would be less than significant (refer to EP_ArcMap > Maher layer).</i></p>
<input type="checkbox"/>	<p>Transportation: Does the project involve a child care facility or school with 30 or more students, or a location 1,500 sq. ft. or greater? Does the project have the potential to adversely affect transit, pedestrian and/or bicycle safety (hazards) or the adequacy of nearby transit, pedestrian and/or bicycle facilities?</p>
<input type="checkbox"/>	<p>Archeological Resources: Would the project result in soil disturbance/modification greater than two (2) feet below grade in an archeological sensitive area or eight (8) feet in a non -archeological sensitive area? If yes, archeo review is required (refer to EP_ArcMap > CEQA Catex Determination Layers > Archeological Sensitive Area)</p>
<input type="checkbox"/>	<p>Subdivision/Lot Line Adjustment: Does the project site involve a subdivision or lot line adjustment on a lot with a slope average of 20% or more? (refer to EP_ArcMap > CEQA Catex Determination Layers > Topography). If yes, Environmental Planning must issue the exemption.</p>
<input type="checkbox"/>	<p>Slope = or > 25%: Does the project involve any of the following: (1) square footage expansion greater than 500 sq. ft. outside of the existing building footprint, (2) excavation of 50 cubic yards or more of soil, (3) new construction? (refer to EP_ArcMap > CEQA Catex Determination Layers > Topography) If box is checked, a geotechnical report is required and Environmental Planning must issue the exemption.</p>
<input type="checkbox"/>	<p>Seismic: Landslide Zone: Does the project involve any of the following: (1) square footage expansion greater than 500 sq. ft. outside of the existing building footprint, (2) excavation of 50 cubic yards or more of soil, (3) new construction? (refer to EP_ArcMap > CEQA Catex Determination Layers > Seismic Hazard Zones) If box is checked, a geotechnical report is required and Environmental Planning must issue the exemption.</p>
<input type="checkbox"/>	<p>Seismic: Liquefaction Zone: Does the project involve any of the following: (1) square footage expansion greater than 500 sq. ft. outside of the existing building footprint, (2) excavation of 50 cubic yards or more of soil, (3) new construction? (refer to EP_ArcMap > CEQA Catex Determination Layers > Seismic Hazard Zones) If box is checked, a geotechnical report will likely be required and Environmental Planning must issue the exemption.</p>
<p>Comments and Planner Signature (optional): Cathleen Campbell</p>	

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

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

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

Check all that apply to the project.	
<input type="checkbox"/>	1. Change of use and new construction. Tenant improvements not included.
<input type="checkbox"/>	2. Regular maintenance or repair to correct or repair deterioration, decay, or damage to building.
<input type="checkbox"/>	3. Window replacement that meets the Department's <i>Window Replacement Standards</i> . Does not include storefront window alterations.
<input type="checkbox"/>	4. Garage work. A new opening that meets the <i>Guidelines for Adding Garages and Curb Cuts</i> , and/or replacement of a garage door in an existing opening that meets the Residential Design Guidelines.
<input type="checkbox"/>	5. Deck, terrace construction, or fences not visible from any immediately adjacent public right-of-way.
<input type="checkbox"/>	6. Mechanical equipment installation that is not visible from any immediately adjacent public right-of-way.
<input type="checkbox"/>	7. Dormer installation that meets the requirements for exemption from public notification under <i>Zoning Administrator Bulletin No. 3: Dormer Windows</i> .
<input checked="" type="checkbox"/>	8. Addition(s) that are not visible from any immediately adjacent public right-of-way for 150 feet in each direction; does not extend vertically beyond the floor level of the top story of the structure or is only a single story in height; does not have a footprint that is more than 50% larger than that of the original building; and does not cause the removal of architectural significant roofing features.
Note: Project Planner must check box below before proceeding.	
<input type="checkbox"/>	Project is not listed. GO TO STEP 5.
<input type="checkbox"/>	Project does not conform to the scopes of work. GO TO STEP 5.
<input type="checkbox"/>	Project involves four or more work descriptions. GO TO STEP 5.
<input checked="" type="checkbox"/>	Project involves less than four work descriptions. GO TO STEP 6.

**STEP 5: CEQA IMPACTS - ADVANCED HISTORICAL REVIEW
TO BE COMPLETED BY PROJECT PLANNER**

Check all that apply to the project.	
<input type="checkbox"/>	1. Project involves a known historical resource (CEQA Category A) as determined by Step 3 and conforms entirely to proposed work checklist in Step 4.
<input type="checkbox"/>	2. Interior alterations to publicly accessible spaces.
<input type="checkbox"/>	3. Window replacement of original/historic windows that are not "in-kind" but are consistent with existing historic character.
<input type="checkbox"/>	4. Façade/storefront alterations that do not remove, alter, or obscure character-defining features.
<input type="checkbox"/>	5. Raising the building in a manner that does not remove, alter, or obscure character-defining features.
<input type="checkbox"/>	6. Restoration based upon documented evidence of a building's historic condition, such as historic photographs, plans, physical evidence, or similar buildings.

<input type="checkbox"/>	7. Addition(s) , including mechanical equipment that are minimally visible from a public right-of-way and meet the <i>Secretary of the Interior's Standards for Rehabilitation</i> .
<input type="checkbox"/>	8. Other work consistent with the <i>Secretary of the Interior Standards for the Treatment of Historic Properties</i> (specify or add comments):
<input type="checkbox"/>	9. Other work that would not materially impair a historic district (specify or add comments): (Requires approval by Senior Preservation Planner/Preservation Coordinator)
<input type="checkbox"/>	10. Reclassification of property status. (Requires approval by Senior Preservation Planner/Preservation <div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 45%;"> <input type="checkbox"/> Reclassify to Category A a. Per HRER or PTR dated b. Other (specify): </div> <div style="width: 45%;"> <input type="checkbox"/> Reclassify to Category C (attach HRER or PTR) </div> </div>
Note: If ANY box in STEP 5 above is checked, a Preservation Planner MUST sign below.	
<input type="checkbox"/>	Project can proceed with categorical exemption review. The project has been reviewed by the Preservation Planner and can proceed with categorical exemption review. GO TO STEP 6.
Comments (optional):	
Preservation Planner Signature:	

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

<input checked="" type="checkbox"/>	No further environmental review is required. The project is categorically exempt under CEQA. There are no unusual circumstances that would result in a reasonable possibility of a significant effect.	
	Project Approval Action: Building Permit	Signature: Cathleen Campbell
	If Discretionary Review before the Planning Commission is requested, the Discretionary Review hearing is the Approval Action for the project.	02/07/2020
<p>Once signed or stamped and dated, this document constitutes a categorical exemption pursuant to CEQA Guidelines and Chapter 31 of the Administrative Code.</p> <p>In accordance with Chapter 31 of the San Francisco Administrative Code, an appeal of an exemption determination can only be filed within 30 days of the project receiving the approval action.</p> <p>Please note that other approval actions may be required for the project. Please contact the assigned planner for these approvals.</p>		

STEP 7: MODIFICATION OF A CEQA EXEMPT PROJECT

TO BE COMPLETED BY PROJECT PLANNER

In accordance with Chapter 31 of the San Francisco Administrative Code, when a California Environmental Quality Act (CEQA) exempt project changes after the Approval Action and requires a subsequent approval, the Environmental Review Officer (or his or her designee) must determine whether the proposed change constitutes a substantial modification of that project. This checklist shall be used to determine whether the proposed changes to the approved project would constitute a "substantial modification" and, therefore, be subject to additional environmental review pursuant to CEQA.

PROPERTY INFORMATION/PROJECT DESCRIPTION

Project Address (If different than front page)		Block/Lot(s) (If different than front page)
552 HILL ST		3622/065
Case No.	Previous Building Permit No.	New Building Permit No.
2019-000013PRJ	202001071328	
Plans Dated	Previous Approval Action	New Approval Action
	Building Permit	
Modified Project Description:		

DETERMINATION IF PROJECT CONSTITUTES SUBSTANTIAL MODIFICATION

Compared to the approved project, would the modified project:	
<input type="checkbox"/>	Result in expansion of the building envelope, as defined in the Planning Code;
<input type="checkbox"/>	Result in the change of use that would require public notice under Planning Code Sections 311 or 312;
<input type="checkbox"/>	Result in demolition as defined under Planning Code Section 317 or 19005(f)?
<input type="checkbox"/>	Is any information being presented that was not known and could not have been known at the time of the original determination, that shows the originally approved project may no longer qualify for the exemption?
If at least one of the above boxes is checked, further environmental review is required.	

DETERMINATION OF NO SUBSTANTIAL MODIFICATION

<input type="checkbox"/>	The proposed modification would not result in any of the above changes.
If this box is checked, the proposed modifications are categorically exempt under CEQA, in accordance with prior project approval and no additional environmental review is required. This determination shall be posted on the Planning Department website and office and mailed to the applicant, City approving entities, and anyone requesting written notice. In accordance with Chapter 31, Sec 31.08j of the San Francisco Administrative Code, an appeal of this determination can be filed within 10 days of posting of this determination.	
Planner Name:	Date:



SAN FRANCISCO PLANNING DEPARTMENT

Land Use Information

PROJECT ADDRESS: 552-554 HILL ST
RECORD NO.: 2019-000013CUA

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

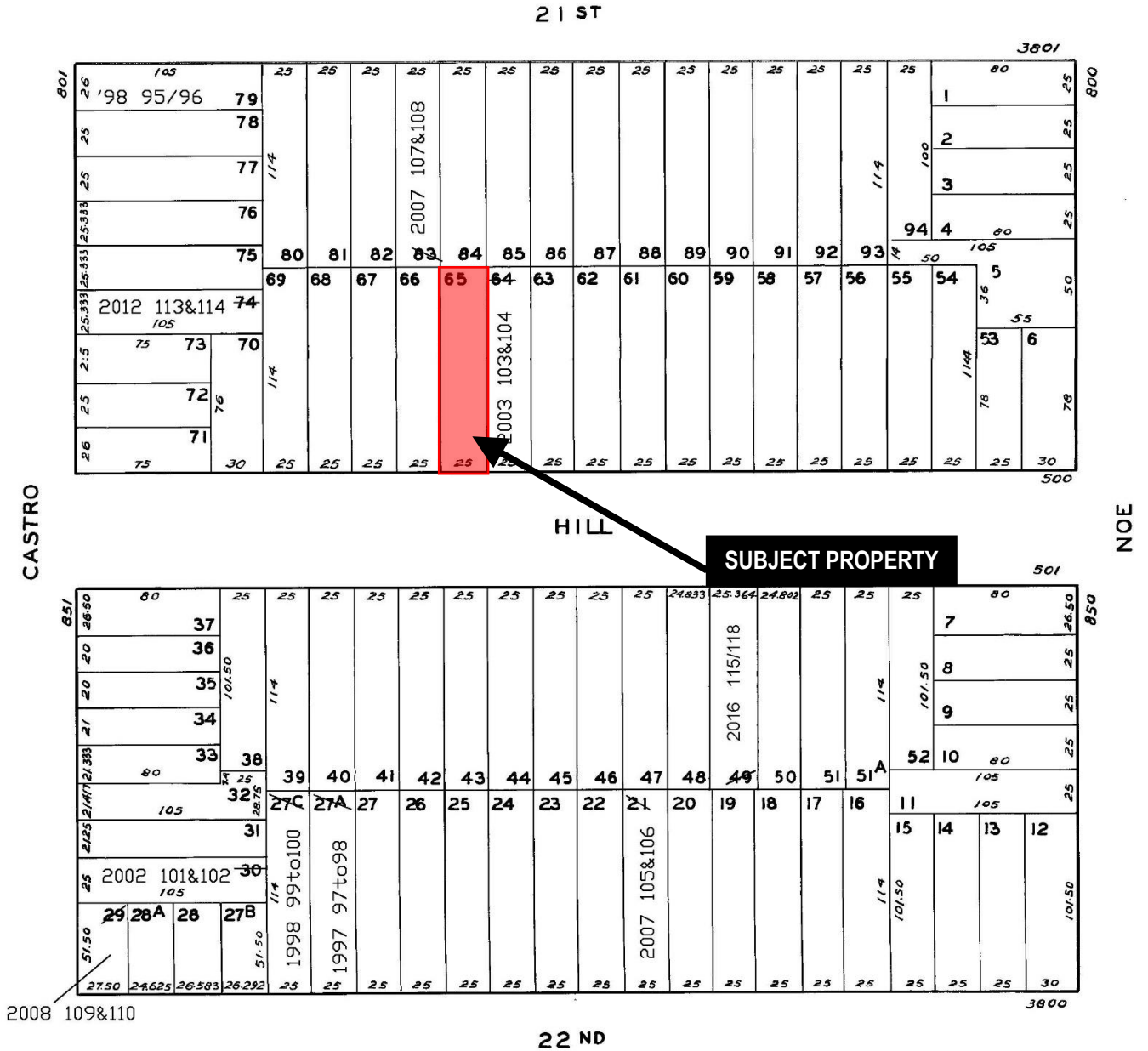
Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

	EXISTING	PROPOSED	NET NEW
GROSS SQUARE FOOTAGE (GSF)			
Lot Area	2,850	2,850	
Residential	3,869	3,869	+0
Commercial/Retail			
Office			
Industrial/PDR <i>Production, Distribution, & Repair</i>			
Parking	229	229	+0
Usable Open Space	947	947	+0
Public Open Space			
Other ()			
TOTAL GSF	3,869	3,869	+0
	EXISTING	NET NEW	TOTALS
PROJECT FEATURES (Units or Amounts)			
Dwelling Units - Market Rate	2	0	2
552 HILL ST	2,432 sqft (2 nd Floor Flat and Ground Floor)	815 sqft (Ground Floor Behind Garage)	-67%
554 HILL ST	1,509 sqft (3 rd Floor Flat)	3,054 sqft (3 rd and 2 nd Floor)	
Dwelling Units - Affordable	0	0	0
Hotel Rooms			
Parking Spaces	1		1
Loading Spaces			
Car Share Spaces			
Bicycle Spaces	0		0
Number of Buildings	1		1
Number of Stories	3		3
Height of Building(s)	29'41/4"		29'41/4"
Other ()			

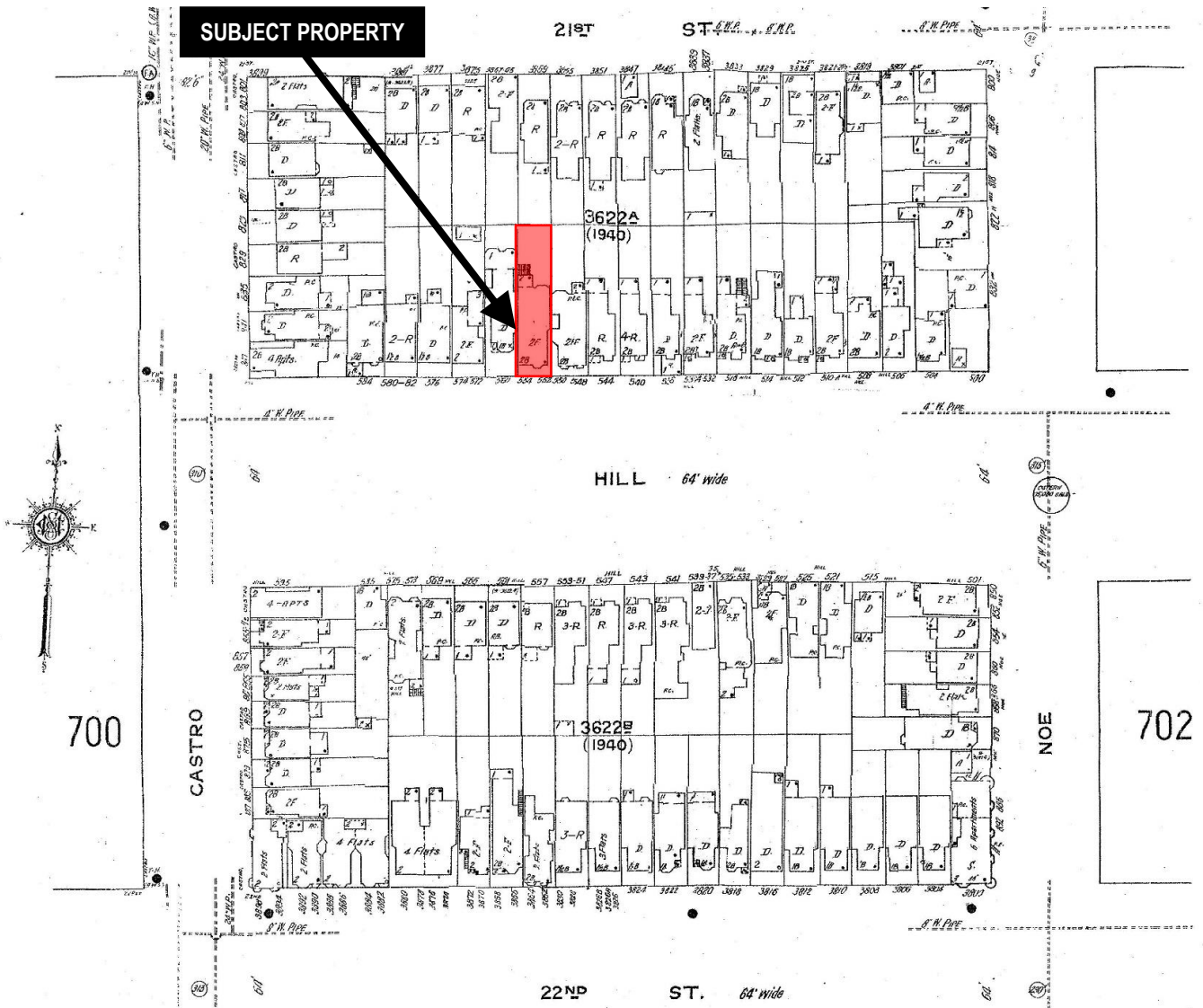
Parcel Map



Conditional Use & Variance Hearing
 Case Number 2019-000013CUA
 CUA DU Merger & Variances
 552-554 Hill Street



Sanborn Map*

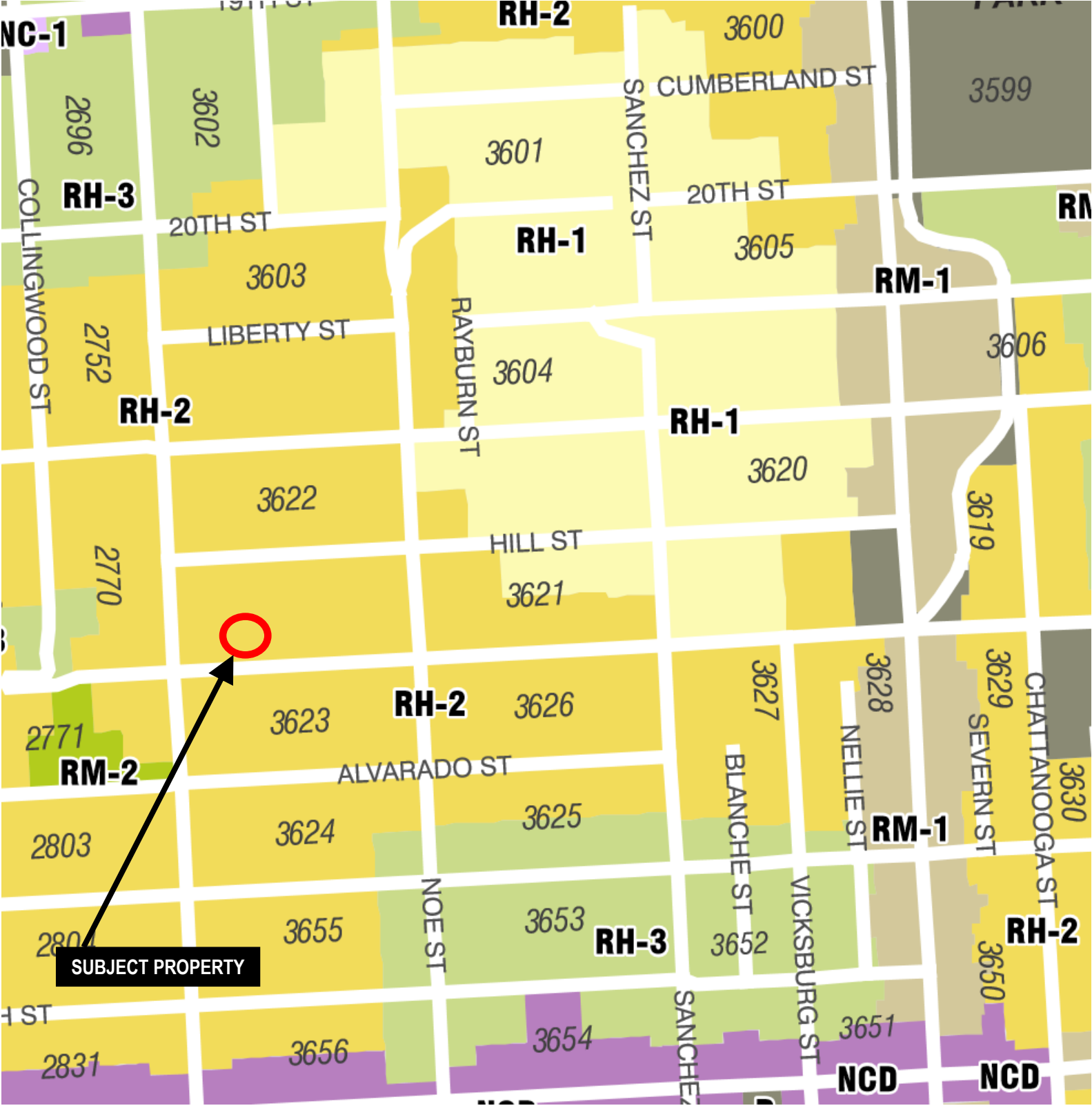


*The Sanborn Maps in San Francisco have not been updated since 1998, and this map may not accurately reflect existing conditions.



Conditional Use & Variance Hearing
Case Number 2019-00013CUA
CUA DU Merger & Variances
552-554 Hill Street

Zoning Map



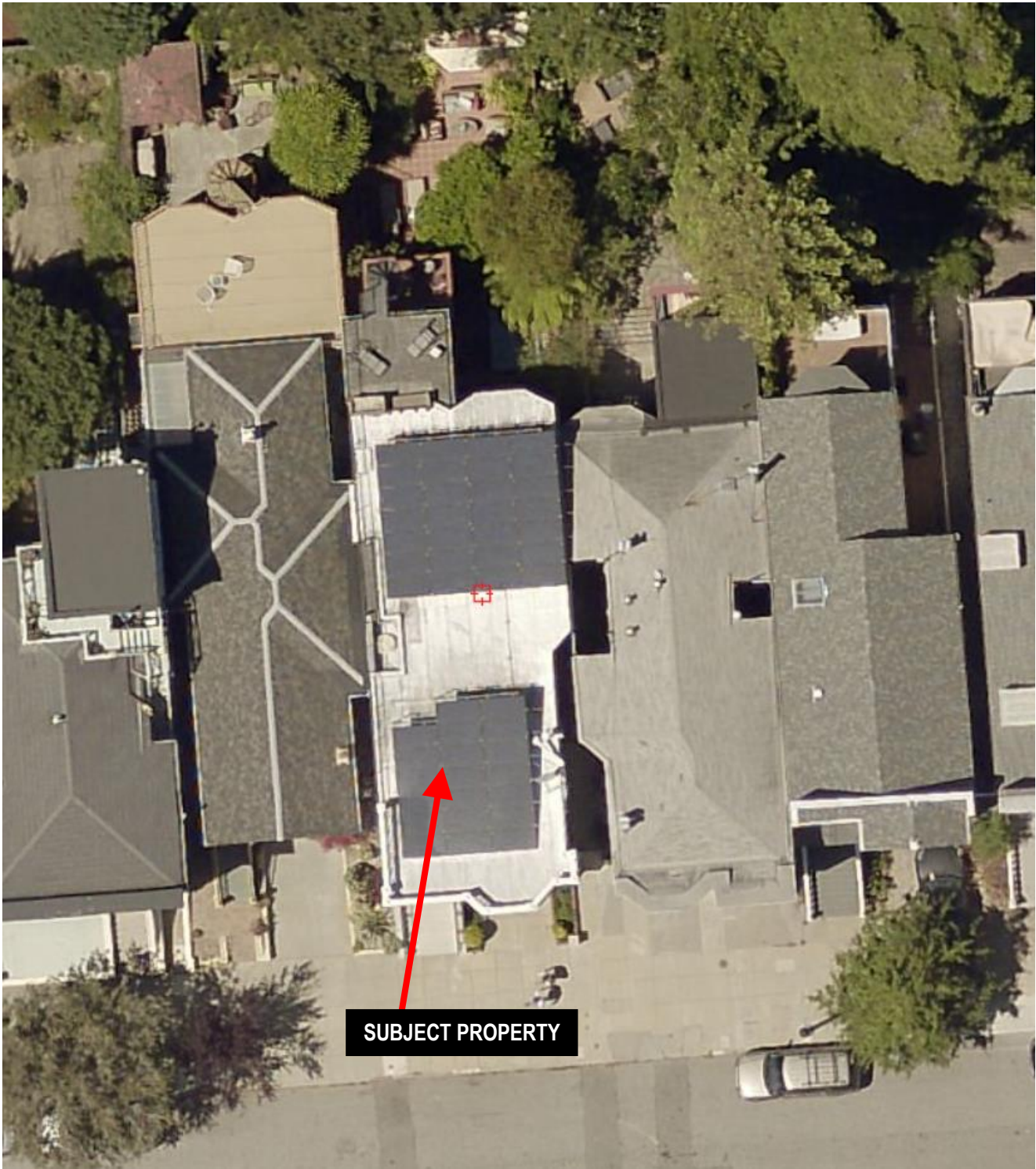
Conditional Use & Variance Hearing
Case Number 2019-000013CUA
CUA DU Merger & Variances
552-554 Hill Street

Site Photo



Conditional Use & Variance Hearing
Case Number 2019-000013CUA
CUA DU Merger & Variances
552-554 Hill Street

Aerial Photo – View 1

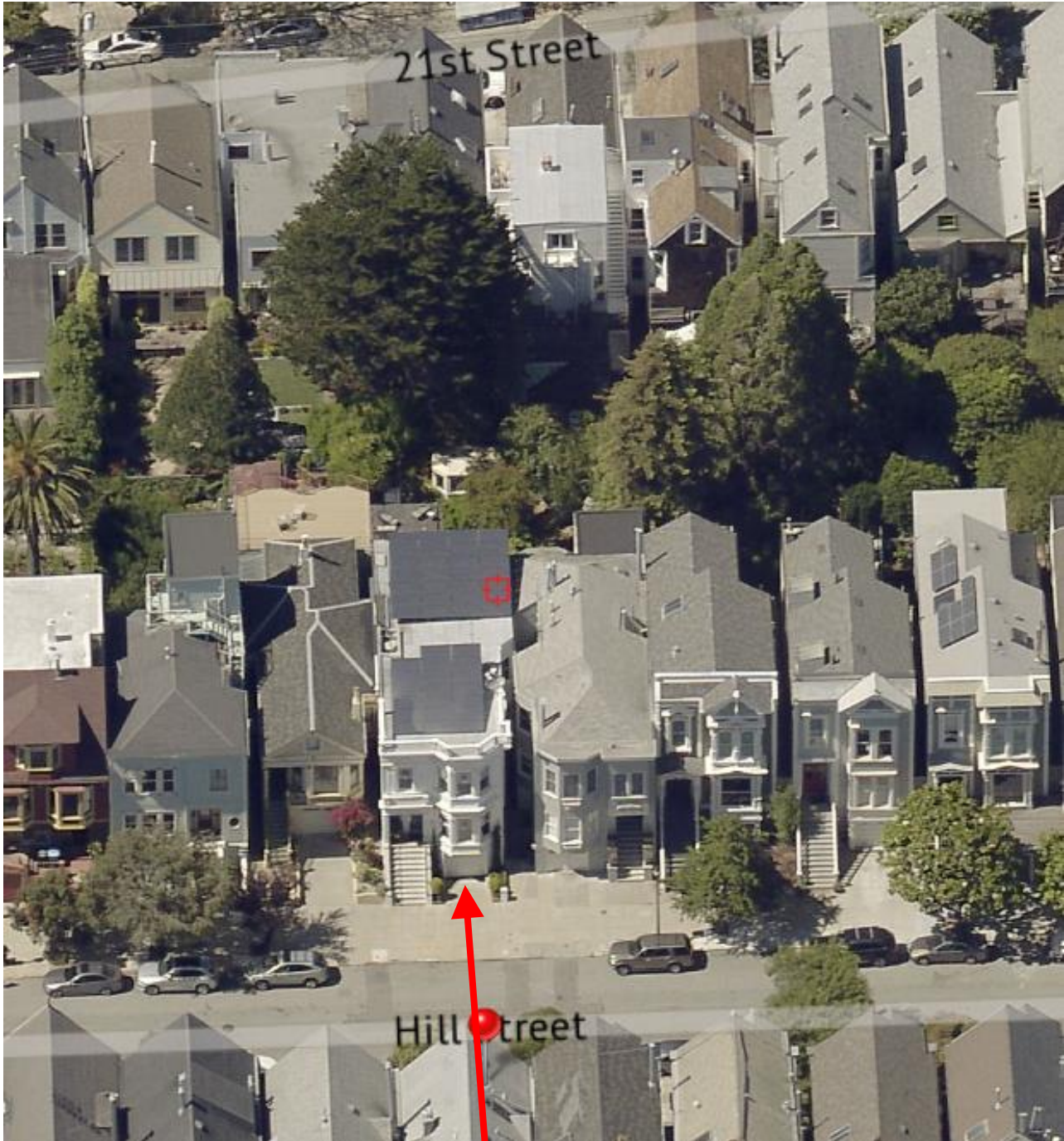


SUBJECT PROPERTY



Conditional Use & Variance Hearing
Case Number 2019-000013CUA
CUA DU Merger & Variances
552-554 Hill Street

Aerial Photo – View 2

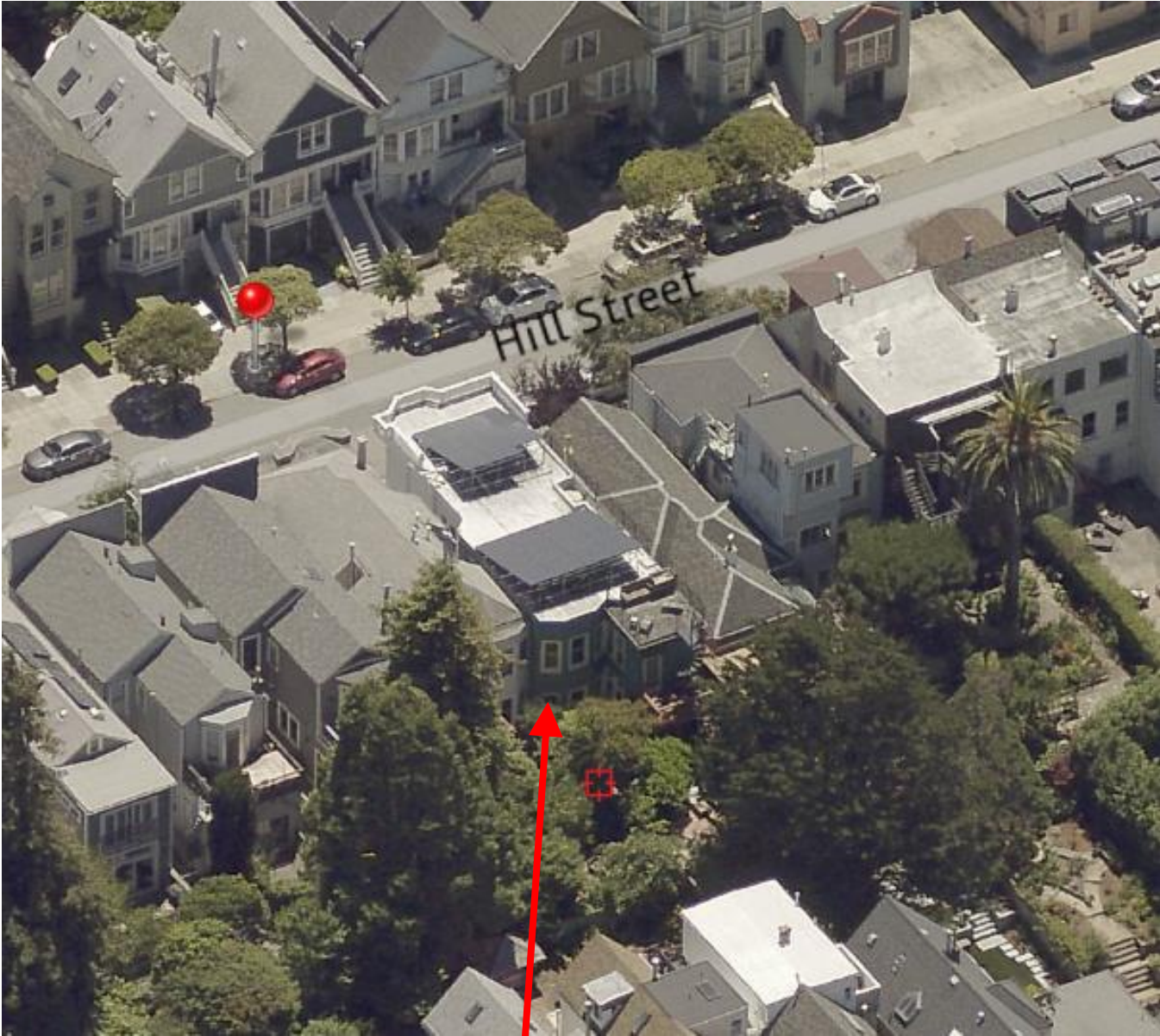


SUBJECT PROPERTY



Conditional Use & Variance Hearing
Case Number 2019-000013CUA
CUA DU Merger & Variances
552-554 Hill Street

Aerial Photo – View 3



SUBJECT PROPERTY



Conditional Use & Variance Hearing
Case Number 2019-000013CUA
CUA DU Merger & Variances
552-554 Hill Street

Aerial Photo – View 4



Aerial Photo – View 5

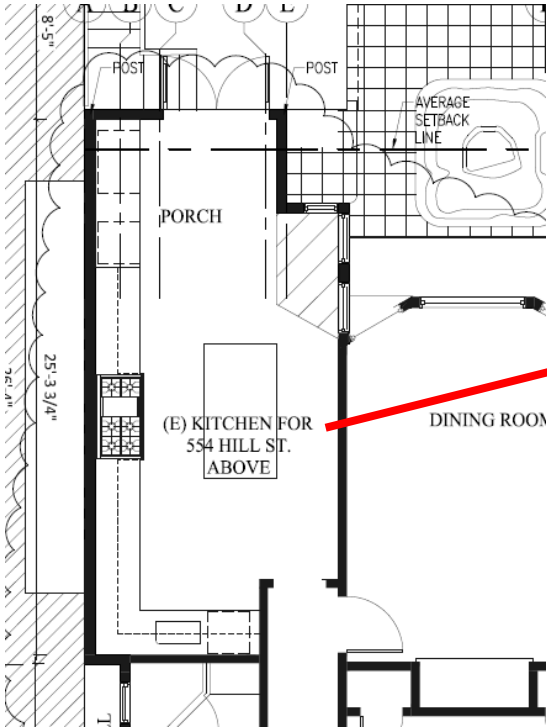


SUBJECT PROPERTY

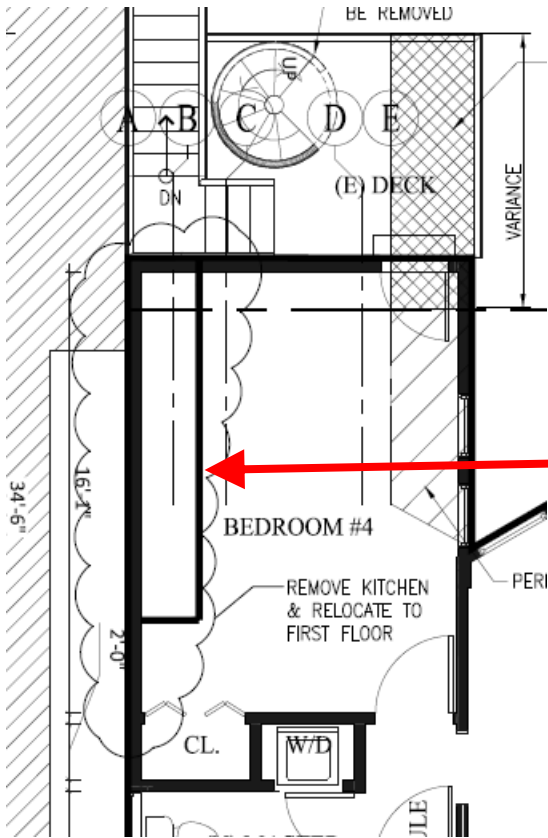


Conditional Use & Variance Hearing
Case Number 2019-000013CUA
CUA DU Merger & Variances
552-554 Hill Street

Trulia.com Photos Unauthorized Unit Merger/Expansion



554 Hill Street Kitchen Relocation



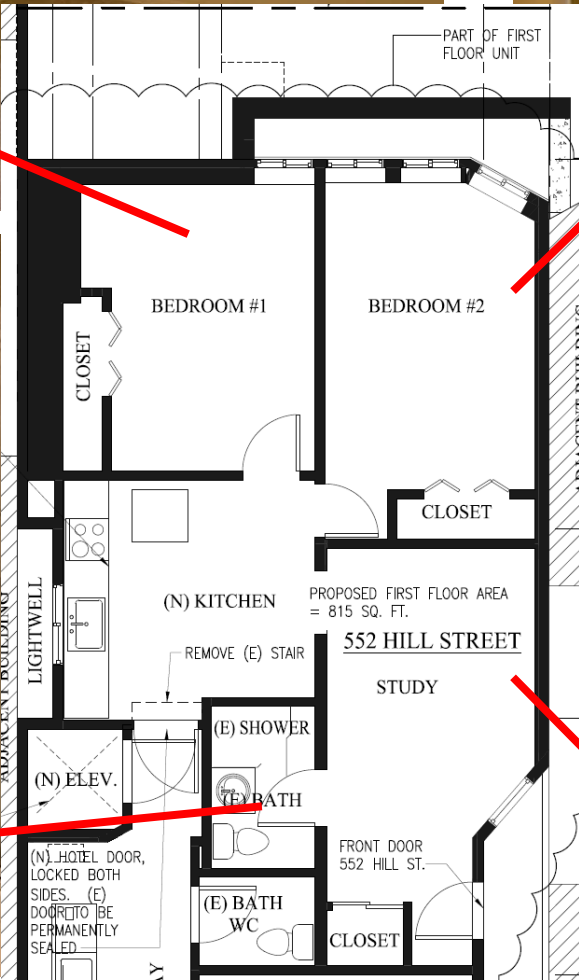
552 Hill Street Kitchen Removal

Resource; <https://www.trulia.com/p/ca/san-francisco/552-hill-st-554-san-francisco-ca-94114--2082951214?mid=17#lil-mediaTab>



Conditional Use & Variance Hearing
Case Number 2019-000013CUA
CUA DU Merger & Variances
552-554 Hill Street

Zillow.com Photos Unauthorized Relocated Unit



552 Hill Street Relocation Ground Floor

Resource;
https://www.zillow.com/homedetails/552-Hill-St-San-Francisco-CA-94114/2098124143_zpid/



Conditional Use & Variance Hearing
Case Number 2019-000013CUA
CUA DU Merger & Variances
552-554 Hill Street

Rent Board Response to Request from Planning Department for Eviction History Documentation

Re: 552-554 Hill St.

This confirms that the undersigned employee of the San Francisco Rent Board has reviewed its records pertaining to the above-referenced unit(s) to determine whether there is any evidence of evictions on or after the date specified. All searches are based upon the street addresses provided.

No related eviction notices were filed at the Rent Board after:

- 12/10/13
- 03/13/14
- 10 years prior to the following date: _____

Yes, an eviction notice was filed at the Rent Board after:

- 12/10/13
- 03/13/14
- 10 years prior to the following date: _____
 - o See attached documents.

There are no other Rent Board records evidencing an eviction after:

- 12/10/13
- 03/13/14
- 10 years prior to the following date: _____

Yes, there are other Rent Board records evidencing a an eviction after:

- 12/10/13
- 03/13/14
- 10 years prior to the following date: _____
 - o See attached documents.

Signed: 
Van Lam
Citizens Complaint Officer

Dated: 10-30-19

The Rent Board is the originating custodian of these records; the applicability of these records to Planning permit decisions resides with the Planning Department.



**Residential Rent Stabilization and Arbitration Board
City & County Of San Francisco**

Action Log

***Buyout # B153072
552-554 Hill Street***

Date	Action	By
11/ 6/15	Declaration re Service of Disclosure Form filed	Candy Cheung
11/ 6/15	L files Pre-Buyout Negotiations Disclosure Form Required by Ord. 37.9E. This document is not required to be filed at RB. Therefore, tenant names were not redacted and the document was placed on confidential side of the file.	Cathy Helton
12/11/15	L atty files (for a 2nd time) Declaration re Service of Disclosure Form - parties and execution date is same as the one filed on 11/6/15. To confid. side of file without redaction (the cover ltr from L atty filed on 12/11/15 was placed on non-confid. side of file only, as it does not contain any T names).	Cathy Helton
2/ 1/16	Buyout Agreement filed	Candy Cheung
2/ 1/16	Buyout Amt. is \$25,000 plus waiver of rent for December 2015 and January 2016	Cathy Helton



San Francisco Residential Rent Stabilization and Arbitration Board

INSTRUCTIONS

- (1) The landlord must provide all of the requested information and file this Declaration at the Rent Board prior to commencing Buyout Negotiations with the tenant.
(2) Only one rental unit may be included on each Declaration form, but more than one tenant in the unit can be listed on the same form

2015 NOV -6 PM 1:31
SF RESIDENTIAL RENT STABILIZATION AND ARBITRATION BOARD
Rent Board Data Stamp

Declaration of Landlord Regarding Service of Pre-Buyout Negotiations Disclosure Form

(1) The address of the rental unit that may be the subject of Buyout Negotiations:

552 Hill Street San Francisco CA 94114
Tenant's Address: Street Number Street Name Unit Number City State Zip Code

(2) The landlord's name, business address, business email address and business telephone number:

Robert T. Roddick
Landlord's Name
1330 Castro Street, San Francisco, CA 94114
Business Address: Street Number Street Name Unit Number City State Zip Code
(415) 641-8687 noevalleylaw@sbcglobal.net
Business Phone Number Business Email Address

(3) The name of each tenant with whom the landlord intends to enter into Buyout Negotiations at the above address:

[Redacted]
First Name (Tenant) Middle Initial Last Name
First Name (Tenant) Middle Initial Last Name
First Name (Tenant) Middle Initial Last Name

DECLARATION OF LANDLORD

I declare under penalty of perjury under the laws of the State of California that the landlord provided each tenant listed above with the Pre-Buyout Negotiations Disclosure Form required by Ordinance Section 37.9E(d) prior to commencing Buyout Negotiations.

Robert T. Roddick
Print Landlord's Name Here
[Signature]
Landlord's Signature
11/04/2015
Date

Handwritten note: Made 11/11/15 per [unclear]

AGREEMENT AND MUTUAL RELEASE

RECEIVED
2016 FEB -1 PM 3:00

S.F. RESIDENTIAL RENT
STABILIZATION AND
ARBITRATION BOARD

This Agreement is made by and between Robert T. Roddick ("Landlord") and [REDACTED] ("Tenant") in San Francisco, California as of December 8, 2015.

RECITALS

- A. Landlord is the landlord of residential real property premises located at 552 Hill Street, San Francisco, California (the "Property").
- B. Tenant is the Property.
- C. There is a written Residential Lease or Month-to-Month Rental Agreement between Landlord and Tenant, dated March 8, 2014. Former tenant Matthew Fagan previously vacated the Property.
- D. Tenant has paid a security deposit to Landlord.
- E. No eviction notice has been served, and no eviction action initiated.
- F. Landlord and Tenant have agreed for the voluntary termination of Tenant's tenancy at the Property, for Tenant vacating the Property, and the payment of funds by Landlord for the benefit of and to Tenant, on the terms and conditions set forth in this Agreement.
- G. Tenant was provided the San Francisco Rent Board form Pre-Buyout Negotiations Disclosure Form Required by Ordinance Section 37.9E on November 7, 2015. Landlord has filed San Francisco Rent Board form Declaration of Landlord regarding Service of Pre-Buyout Negotiations Disclosure Form with the San Francisco Rent Board.

AGREEMENT

NOW, THEREFORE, based on the foregoing Recitals, and in consideration of the mutual promises, covenants and conditions contained in this Agreement, the parties agree as follows:

- 1. Recitals True: The above Recitals are true and correct and are incorporated by this reference.
- 2. Court Approval: No court approval of this Agreement is required.
- 3. Vacate Unit: Tenant surrenders all tenancy or other rights she may have in and to the Property effective January 31, 2016. Tenant will vacate the Property,

removing all personal property, and leaving the Property broom clean, on or before 5:00 p.m., January 31, 2016.

4. Payment of Relocation Funds:

Landlord will pay Tenant the following relocation funds:

\$12,500 upon signing this agreement; and

\$12,500 upon Tenant's timely vacating the Property in accordance with this Agreement.

5. Rent: Payment of Tenant's rent for December 2015 and January 2016 is waived. Landlord will return Tenant's security deposit according to law.

6. Subtenants: Tenant warrants and represents that there are no co-occupants, subtenants, or other occupants of the Property.

7. Abandoned Personal Property: Any of Tenant's personal property left at the Property after Tenant vacates the Property is deemed abandoned and worthless. Landlord may dispose of any or all such abandoned personal property without liability or notice to Tenant.

8. Release By Tenant: Subject to Landlord's full performance of the terms of this Agreement, Tenant permanently and completely releases, discharges and waives any and all claims, known and unknown, against Landlord and her employees, agents, assigns, affiliates, successors, trusts, beneficiaries and attorneys, whether related to the Property, or otherwise, including but not limited to her tenancy and occupancy of the Property. Tenant expressly agrees that the release includes any claims known or not now known to Tenant up to the date of the execution of this Agreement. This release includes all claims for violation of the San Francisco Rent Stabilization and Arbitration Ordinance, negligence, injunctive relief, fraud, breach of contract, wrongful or constructive eviction, breach of the warranty of habitability or other claims in any way arising out of Tenant's tenancy at the Property.

9. Release By Landlord: Subject to Tenant's full performance of the terms of this Agreement, Landlord releases, discharges and waives any and all claims, known and unknown, against Tenant and his employees, agents, assigns, affiliates, successors and attorneys, whether related to the Property, or otherwise. Landlord expressly agrees that the release includes any claims known or not now known to him up to the date of the execution of this Agreement.

10. Civil Code Section 1542 Waiver: The parties are aware of the provisions of California Civil Code Section 1542, which is set forth below, and expressly waive the benefits of that section. The parties acknowledge that such waiver means that any unknown claims which they may have against the other are included in this Agreement

and are permanently waived. Civil Code Section 1542 reads as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

11. **Fees and Costs:** Each of the parties shall bear and be responsible for payment of his own attorney's fees and costs in connection with the negotiation and execution of this Agreement.

12. **Severability:** If any portion of this Agreement is held invalid, the remainder shall nevertheless be enforced consistent with the intent of the parties.

13. **Integration:** This Agreement supersedes any and all prior agreements, oral or written, with respect to its subject matter, and represents the final agreement of the parties.

14. **California Law:** This Agreement shall be construed in accordance with the laws of the State of California governing contracts to be wholly performed within the State.

15. **Assignment:** This Agreement will bind the successors and assigns of both parties, but may not be assigned or deleted without the written consent of the other. Any modification of this Agreement must be in writing and signed by both parties.

16. **Further Acts:** The parties agree to do all such further acts, and to execute all such documents, as may be necessary or advisable to carry out the terms of this Agreement.

17. **Captions:** Captions in this Agreement are for the purposes of convenience and are not necessarily to be interpreted as part of the Agreement.

18. **Counterparts:** This Agreement may be executed in multiple counterparts provided that each party is signatory to at least one original.

19. **Right to Counsel:** Tenant acknowledges that she is entitled to consult an attorney of her choice regarding this Agreement. Tenant represents and warrants that she has consulted independent counsel or that she has chosen not to do so.

20. **Notices:** Any notice desired to be given shall be in writing, and either personally delivered, faxed or mailed, first class mail postage prepaid, addressed as follows, and shall be effective upon delivery or deposit for mailing:

If to Tenant: 552 Hill Street, San Francisco, CA 94114. Tenant warrants that she will provide an updated mailing address in writing to Landlord upon vacating the Property.

If to Landlord: 1330 Castro Street, San Francisco, CA 94114

21. Disclosures under San Francisco Rent Ordinance Section 37.9E:

A. You, the tenant, may cancel this agreement at any time before the 45th day after all parties have signed this agreement. To cancel this agreement, mail or deliver a signed and dated notice stating that you, the tenant, are cancelling this agreement, or words of similar effect. The notice shall be sent to: Robert T. Roddick at 1330 Castro Street, San Francisco, CA 94114. The notice may be by email, mail, or hand delivery.



Tenant Initials

B. You, the tenant, have a right not to enter into a buyout agreement.



Tenant Initials

C. You, the tenant, may choose to consult with an attorney and/or a tenants' rights organization before signing this agreement. You can find a list of tenants' rights organizations on the Rent Board's website - www.sfrb.org.



Tenant Initials

D. The Rent Board has created a publically available, searchable database that may include information about other buyout agreements in your neighborhood. You can search this database at the Rent Board's office at 25 Van Ness Avenue, Suite 320.



Tenant Initials

E. Under Section 1396(e)(4) of San Francisco's Subdivision Code, a property owner may not convert a building into a condominium where: (A) a senior, disabled, or catastrophically ill tenant has vacated

a unit under a buyout agreement after October 31, 2014, or (B) two or more tenants who are not senior, disabled, or catastrophically ill have vacated units under buyout agreements, if the agreements were entered after October 31, 2014 and within the ten years prior to the condominium conversion application.

A 'senior' is a person who is 60 years or older and has been residing in the unit for ten years or more at the time of Buyout Agreement; a 'disabled' tenant is a person who is disabled under the Americans with Disabilities Act (Title 42 United States Code Section 12102) and has been residing in the unit for ten years or more at the time of Buyout Agreement; and a 'catastrophically ill' tenant is a person who is disabled under the Americans with Disabilities Act (Title 42 United States Code Section 12102) and who is suffering from a life threatening illness and has been residing in the unit for five years or more at the time of Buyout Agreement.

Do you believe that you are senior, disabled, or catastrophically ill as those terms are defined above?

Yes _____ No I don't know _____ Prefer not say _____



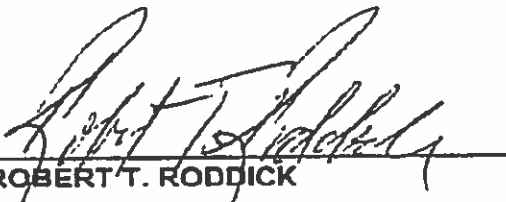
Tenant Initials

"LANDLORD"

"TENANT"

Date: 12/14/2015

Date: 12/14/15



ROBERT T. RODDICK



\$12,500.00 paid 12/14/2015
check # 2395. PNR
acct # 1935.



DWELLING UNIT REMOVAL: MERGER, CONVERSION OR DEMOLITION

INFORMATIONAL AND SUPPLEMENTAL APPLICATION PACKET

ATTENTION: A Project Application must be completed and/or attached prior to submitting this Supplemental Application. See the [Project Application](#) for instructions.

Pursuant to Planning Code Section 317, the Planning Commission shall hear and make determinations regarding the loss of dwelling units including the loss of unauthorized dwelling units, with some codified exceptions.

For questions, call 415.558.6377, email pic@sfgov.org, or visit the Planning Information Center (PIC) at 1660 Mission Street, First Floor, San Francisco, where planners are available to assist you.

Español: Si desea ayuda sobre cómo llenar esta solicitud en español, por favor llame al 415.575.9010. Tenga en cuenta que el Departamento de Planificación requerirá al menos un día hábil para responder

中文: 如果您希望獲得使用中文填寫這份申請表的幫助，請致電415.575.9010。請注意，規劃部門需要至少一個工作日來回應。

Tagalog: Kung gusto mo ng tulong sa pagkumpleto ng application na ito sa Filipino, paki tawagan ang 415.575.9120. Paki tandaan na mangangailangan ang Planning Department ng hindi kukulangin sa isang araw na pantrabaho para makasagot.

WHAT IS A DWELLING UNIT REMOVAL APPLICATION?

The Dwelling Unit Removal application is intended for any requests involving the removal of existing housing. This application is designed to determine if the proposed dwelling unit removal is desirable, utilizing the review criteria set forth in Planning Code Section 317. The Dwelling Unit Removal application will be processed as a Conditional Use Authorization. The Code provides for some administrative exceptions where Planning staff may approve an application to remove dwelling units without a public hearing, but only if the project meets certain specific requirements. For more information, please refer to Planning Code Section 317, or consult a planner at the Planning Information Center.

WHEN IS A DWELLING UNIT REMOVAL APPLICATION NECESSARY?

The Planning Commission requires Conditional Use hearings for all projects that would result in the removal of existing housing units, whether by demolition, merger with other dwellings, or by conversion to non-residential uses. This application is also required when an alteration is considered tantamount to demolition.

Please note that pursuant to Planning Code Section 317(g)(2), the Planning Commission will not approve an application for a Residential Merger if any tenant has been evicted where the tenant was served with an eviction notice after December 10, 2013 and:

- pursuant to Administrative Code Sections 37.9(a)(9) through 37.9(a)(14) if the eviction notice was served within 10 years prior to filing this application for a merger; or
- pursuant to Administrative Code Section 37.9(a)(8) if the eviction notice was served within 5 years prior to filing this application for a merger.

Please consult a planner at the Planning Information Center (PIC) for additional information regarding these applications.

HOW DOES THE PROCESS WORK?

If the proposed project results in the loss or removal of one (1) or more residential dwelling units a Conditional Use Authorization application is required.

Fees

Please refer to the [Planning Department Fee Schedule](#) or at the Planning Information Center (PIC) located at 1660 Mission Street, First Floor, San Francisco. For questions related to the Fee Schedule, please call the PIC at 415.558.6377.

Fees will be determined based on the estimated construction costs. Should the cost of staff time exceed the initial fee paid, an additional fee for time and materials may be billed upon completion of the hearing process or permit approval. Additional fees may also be collected for preparation and recordation of any documents with the San Francisco Assessor-Recorder's office and for monitoring compliance with any conditions of approval.



DWELLING UNIT REMOVAL: MERGER, CONVERSION OR DEMOLITION

SUPPLEMENTAL APPLICATION

Property Information

Project Address: 552-554 Hill Street

Block/Lot(s): 3622/065

Project Details

UNITS	EXISTING:	PROPOSED:	NET CHANGE:
Owner-occupied Units:	2	1	- 1
Rental Units:	0	2	+ 1
Total Units:	2	2	0
Units subject to Rent Control:	2	2	0
Vacant Units:	1	1	0

BEDROOMS	EXISTING:	PROPOSED:	NET CHANGE:
Owner-occupied Bedrooms:	5	5	0
Rental Bedrooms:	0	2	+ 2
Total Bedrooms:	5	7	+2
Bedrooms subject to Rent Control:	5	7	+2

Unit Specific Information

	UNIT NO.	NO. OF BEDROOMS	GSF	OCCUPANCY	ADDITIONAL CRITERIA (check all that apply)
EXISTING	554	2	1,441	<input checked="" type="checkbox"/> OWNER OCCUPIED <input type="checkbox"/> RENTAL	<input type="checkbox"/> ELLIS ACT <input checked="" type="checkbox"/> VACANT <input checked="" type="checkbox"/> RENT CONTROL
PROPOSED	552	2	815	<input type="checkbox"/> OWNER OCCUPIED <input checked="" type="checkbox"/> RENTAL	
EXISTING	552	3	2,356	<input checked="" type="checkbox"/> OWNER OCCUPIED <input type="checkbox"/> RENTAL	<input type="checkbox"/> ELLIS ACT <input type="checkbox"/> VACANT <input checked="" type="checkbox"/> RENT CONTROL
PROPOSED	554	5	2,823	<input checked="" 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	

This is not a Dwelling Unit Removal, Merger, or Demolition subject to SFPC § 317.

RESIDENTIAL MERGER

(SUPPLEMENTAL INFORMATION)

Pursuant to Planning Code Section 317(c), any application that would result in the removal of one or more residential units or unauthorized units is required to obtain a Conditional Use Authorization. In addition to filing a Conditional Use Authorization application, this Dwelling Unit Removal application, along with responses to the specific conditional use criteria listed below, as described in Planning Code Section 317(g)(2), must be submitted to the Planning Department.

Please note that pursuant to Planning Code Section 317(g)(2), the Planning Commission shall not approve an application for residential merger if any tenant has been evicted pursuant to Administrative Code Sections 37.9(a)(9) through 37.9(a)(14) where the tenant was served with a notice of eviction after December 10, 2013 if the notice was served within 10 years prior to filing the application for merger. Additionally, the Planning Commission shall not approve an application for residential merger if any tenant has been evicted pursuant to Administrative Code Section 37.9(a)(8) where the tenant was served with a notice of eviction after December 10, 2013 if the notice was served within five (5) years prior to filing the application for merger.

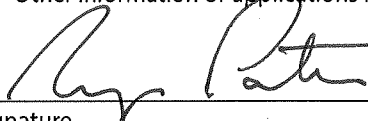
Please answer the following questions to determine how the project does or does not meet the Planning Code requirements:

DWELLING UNIT MERGER CRITERIA:		YES	NO
1	<p>Does the removal of the unit(s) eliminate only owner-occupied housing? N/A - no unit is being removed. In any case, both units were previously owner-occupied If yes, for how long was the unit(s) proposed for removal owner-occupied? _____ > 50 _____ months or <input checked="" type="checkbox"/> years (check one)</p>	<input type="checkbox"/>	<input type="checkbox"/>
2	Is the removal of the unit(s) and the merger with another intended for owner occupancy?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	<p>Will the removal of the unit(s) remove an affordable housing unit as defined in Section 401 of the Planning Code or housing subject to the Rent Stabilization and Arbitration Ordinance? If yes, will replacement housing be provided which is equal or greater in size, number of bedrooms, affordability, and suitability to households with children to the units being removed? <input type="checkbox"/> YES <input type="checkbox"/> NO</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	<p>If the unit(s) proposed for removal was occupied by a tenant or tenants, please specify the date of when it was last occupied: _____ N/A</p>		
5	Will the number of bedrooms provided in the merged unit be equal to or greater than the number of bedrooms in the separate units?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	Is the removal of the unit(s) necessary to correct design or functional deficiencies that cannot be corrected through interior alterations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7	<p>If the merger does not involve an unauthorized unit, what is the appraised value of the least expensive unit to be merged? _____ Please include an attachment of the appraisal within six months of filing this application.</p>		

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

Ryan J. Patterson, Esq.

Name (Printed)

Attorney

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

(415) 956-8100

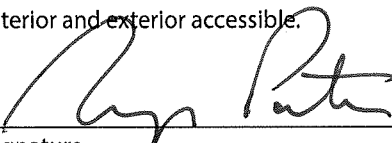
Phone

ryan@zfplaw.com

Email

APPLICANT'S SITE VISIT CONSENT FORM

I hereby authorize City and County of San Francisco Planning staff to conduct a site visit of this property, making all portions of the interior and exterior accessible.



Signature

Ryan J. Patterson, Esq.

Name (Printed)

March 6, 2019

Date

For Department Use Only

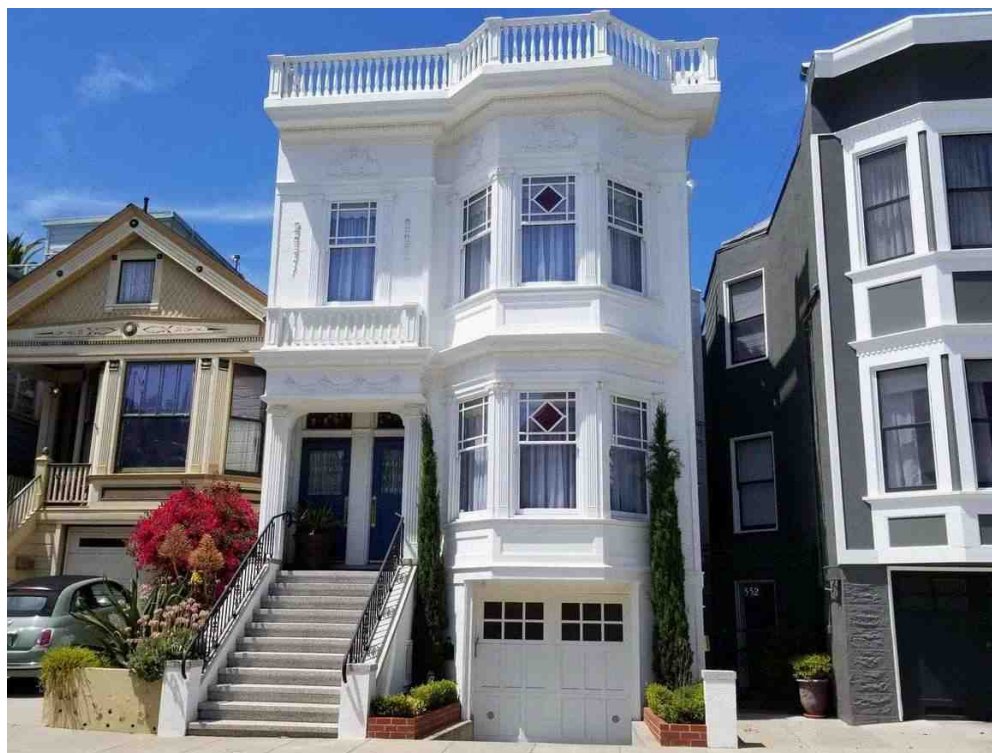
Application received by Planning Department:

By: _____

Date: _____

Walkup Clark & Associates

Quality Real Estate Appraisals



LOCATED AT

554 Hill St
San Francisco, CA 94114
Mission Block 110; Assessors Lot 65, Block 3622 (Unit 554)

FOR

Zacks, Freedman & Patterson, PC
235 Montgomery Street, Suite 400
San Francisco, CA 94104

OPINION OF VALUE

1,020,000

AS OF

07/02/2019

BY

Trisha C. Mau
Walkup Clark & Associates
2332 Taraval St. Suite 1
San Francisco, CA 94116-2252
(415) 731-9601
tmau@walkupclark.com

INDIVIDUAL CONDO UNIT APPRAISAL REPORT

File No.: 19G002CTC

Property Address: 554 Hill St	Unit #:	City: San Francisco	State: CA
Zip Code: 94114	County: San Francisco	Legal Description: Mission Block 110; Assessors Lot 65, Block 3622	
(Unit 554)		Assessor's Parcel #: 3622-065 (Unit 554)	
Tax Year: 2018	R.E. Taxes: \$ Prop 13	Special Assessments: \$ 0	Borrower (if applicable): N/A
Current Owner of Record: Roddick, Robert T Revoc Trust		Occupant: <input type="checkbox"/> Owner <input type="checkbox"/> Tenant (Market Rent) <input checked="" type="checkbox"/> Tenant (Regulated Rent) <input type="checkbox"/> Vacant	
Project Type: <input type="checkbox"/> Condominium <input checked="" type="checkbox"/> Other (describe) % interest as Tenancy In Common		HOA: \$ 0 <input type="checkbox"/> per year <input type="checkbox"/> per month	
Market Area Name: Eureka Valley/Dolores Heights		Map Reference: 667/G3	Census Tract: 0211.00
Project Name: 552-554 Hill St		Phase: 1	

The purpose of this appraisal is to develop an opinion of: <input checked="" type="checkbox"/> Market Value (as defined), or <input type="checkbox"/> other type of value (describe)	This report reflects the following value (if not Current, see comments): <input checked="" type="checkbox"/> Current (the Inspection Date is the Effective Date) <input type="checkbox"/> Retrospective <input type="checkbox"/> Prospective
Approaches developed for this appraisal: <input checked="" type="checkbox"/> Sales Comparison Approach <input type="checkbox"/> Cost Approach <input type="checkbox"/> Income Approach (See Reconciliation Comments and Scope of Work)	
Property Rights Appraised: <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold <input type="checkbox"/> Leased Fee <input type="checkbox"/> Other (describe)	
Intended Use: (non-lending) The purpose of the appraisal is to assist the owner requesting a conditional use authorization allowing the top residential unit to be merged with the lower unit and the ground floor living area to be the new second residential unit.	
Intended User(s) (by name or type): Client, Owner and their assignees	
Client: Zacks, Freedman & Patterson, PC Address: 235 Montgomery Street, Suite 400, San Francisco, CA 94104	
Appraiser: Trisha C. Mau Address: 2332 Taraval St. Suite 1, San Francisco, CA 94116-2252	

Location: <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban <input type="checkbox"/> Rural	Predominant Occupancy	Condominium Housing	Present Land Use	Change in Land Use
Built up: <input checked="" type="checkbox"/> Over 75% <input type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%	<input checked="" type="checkbox"/> Owner 60	PRICE \$ (000)	AGE (yrs)	<input checked="" type="checkbox"/> Not Likely
Growth rate: <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow	<input checked="" type="checkbox"/> Tenant 40	500 Low 0		<input type="checkbox"/> Likely * <input type="checkbox"/> In Process *
Property values: <input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining	<input checked="" type="checkbox"/> Vacant (0-5%)	6,495 High 135		* To: _____
Demand/supply: <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Over Supply	<input type="checkbox"/> Vacant (>5%)	1,250 Pred 80		
Marketing time: <input checked="" type="checkbox"/> Under 3 Mos. <input type="checkbox"/> 3-6 Mos. <input type="checkbox"/> Over 6 Mos.				

Market Area Boundaries, Description, and Market Conditions (including support for the above characteristics and trends): The subject is located in an urban residential environment composed primarily of above average to very good quality single & multi-family residences with proximity to neighborhood commercial uses. The topography is predominately hilly. Property mix is compatible with the neighborhood. Access to shopping, transportation schools and employment is considered good. Access to interstate highway 101, interstate 80 and interstate 280 are all within 2 miles of the subject. These freeways connect to the greater bay area and beyond. The San Francisco financial center is within 5 miles. This was accessible via municipal transit lines located within blocks of the subject. Overall the access for the subject is rated average when compared to other competing properties in the market area. The subject's location is assigned an average overall rating for exposure for the property when compared to other competing properties in the market area.

Zoning Classification: RH2	Description: Residential, Two-Family Dwelling
Zoning Compliance: <input type="checkbox"/> Legal <input checked="" type="checkbox"/> Legal nonconforming (grandfathered) <input type="checkbox"/> Illegal <input type="checkbox"/> No zoning	
Ground Rent (if applicable) \$ N/A / _____ Comments: The garage accommodates 1 car, zoning typically requires 1 parking per unit. Thus, the improvements are considered legal nonconforming. The appraisal assumes the requested variance will be permitted and legal.	
Highest & Best Use as improved (or as proposed per plans & specifications): <input checked="" type="checkbox"/> Present use, or <input type="checkbox"/> Other use (explain) _____	

Actual Use as of Effective Date: Residential, Two-Family Dwelling **Use as appraised in this report:** Residential, Two-Family Dwelling
Summary of Highest & Best Use: The existing improvements are considered to represent the "as is" highest and best use for the subject, as improved. The improvements are quite functional and in reasonable condition, and the current use conforms to the surrounding uses in the subject's neighborhood.

	Public	Other	Provider/Description	Off-site Improvements	Type	Public	Private	Density	Adequate
Electricity	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Street	Asphalt	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Size	Adequate
Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Curb/Gutter	Concrete	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Topography	Slightly Sloped
Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Sidewalk	Concrete	<input checked="" type="checkbox"/>	<input type="checkbox"/>	View	None Significant
Sanitary Sewer	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Street Lights	Underground	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Storm Sewer	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Alley	None	<input type="checkbox"/>	<input type="checkbox"/>		

Other site elements: Inside Lot Corner Lot Cul de Sac Underground Utilities Other (describe) _____

FEMA Spec'l Flood Hazard Area Yes No **FEMA Flood Zone** N **FEMA Map #** 060298-060298 **FEMA Map Date** 10/18/2012

Site Comments: The subject is a typical site with no apparent encroachments, atypical easements or other adverse site factors noted. The site has average utility. The San Francisco Bay Area is an active earthquake region.

Data source(s) for project information: Client, Owner, Inspection, Planning Dept Website, ParcelQuest

Project Description: Detached Row or Townhouse Garden Mid-Rise High-Rise Other (describe)

General Description of Project				Subject Phase		If Project Completed		If Project Incomplete	
# of Stories	Exterior Walls	Conc.Per./Avg	Units	#	Phases	#	Planned Phases	#	
3			2	2	1	1			
0	Roof Surface	Tar&Gravl/Avg	Units Completed	2	2	2	Planned Units		
<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Und.Cons.	Total # Parking	1	Units For Sale	0	0	0	Units for Sale		
Design (Style) Traditional	Ratio (spaces/unit)	1/2	Units Sold	0	0	0	Units Sold		
Actual Age (Yrs.) 1904	Parking Type(s)	Garage	Units Rented	1	1	1	Units Rented		
Effective Age (Yrs.) 15	Guest Parking	None	Owner Occup. Units	1	1	1	Owner Occup. Units		

Project Primary Occupancy: Principal Residence Second Home or Recreational Tenant

Is the developer/builder in control of the Homeowners' Association (HOA)? Yes No

Management Group: Homeowners' Association Developer Management Agent (name of management agent or company): Owner managed

Was the project created by the conversion of existing building(s) into a condominium? Yes No If Yes, describe the original use and date of conversion.

Are CC&Rs applicable? Yes No Unknown **Have the documents been reviewed?** Yes No **Comments:** _____

Project Comments (condition, quality of construction, completion status, etc.): The overall maintenance of the exterior and grounds appears to be avg-good. The subject unit was merged with the middle floor of the 3-story building, the kitchen was removed, and the unit was renovated. The appraisal is made with the hypothetical condition that the subject is currently in its pre-renovated condition. No photos were available of the pre-renovated kitchen, bath and living area. The appraiser has relied heavily on the descriptions provided by the client.

Common Elements and Recreational Facilities: Rear Yard (prior to renovation)



INDIVIDUAL CONDO UNIT APPRAISAL REPORT

File No.: 19G002CTC

PROJECT ANALYSIS

Summary of condominium project budget analysis for the current year (if analyzed): TIC documents were not reviewed

Other fees for the use of the project facilities (other than regular HOA charges): None noted

Compared to other competitive projects of similar quality and design, the subject unit charge appears High Average Low (If High or Low, describe)

Although no formal HOA dues, appraiser assumes that the charges would be commensurate with the level of services as is typical for the area.

Are there any special or unusual characteristics of the project (based on the condominium documents, HOA meetings, or other information) known to the appraiser?
 Yes No If Yes, describe and explain the effect on value and marketability. None noted

DESCRIPTION OF THE UNIT IMPROVEMENTS

Unit Charge: \$ 0 per month X 12 = \$ N/A per year. Annual assessment charge per year per SF of GLA = \$

Utilities included in the Unit Charge: None Heat Air Conditioning Electricity Gas Water Sewer Cable Other Garbage

Source(s) used for physical characteristics of property: New Inspection Previous Appraisal Files MLS Assessment and Tax Records Prior Inspection

Property Owner Other (describe) Data Source for Gross Living Area Measured on site

General Description	Exterior Description	Foundation <input type="checkbox"/> N/A	Basement <input checked="" type="checkbox"/> N/A	Heating
Floor Location <u>3rd</u>	Foundation <u>Conc.Per./Avg</u>	Slab <u>Partial</u>	Area Sq. Ft. _____	Type <u>FAU</u>
# of Levels <u>1</u>	Exterior Walls <u>Conc.Per./Avg</u>	Crawl Space <u>None</u>	% Finished _____	Fuel <u>Gas</u>
Design (Style) <u>Traditional</u>	Roof Surface <u>Tar&Gravl/Avg</u>	Basement <u>None</u>	Ceiling _____	Cooling <u>None</u>
<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed	Gutters & Dwnspts. <u>Pntd.Mtl/Avg</u>	Sump Pump <input type="checkbox"/> None	Walls _____	Central <u>None</u>
<input type="checkbox"/> Under Construction	Window Type <u>DblPane/Avg</u>	Dampness <input type="checkbox"/> None	Floor _____	Other <u>None</u>
Actual Age (Yrs.) <u>115</u>	Storm/Screens <u>None</u>	Settlement <u>None</u>	Outside Entry _____	
Effective Age (Yrs.) <u>15</u>		Infestation <u>None</u>		

Interior Description	Appliances	Attic <input checked="" type="checkbox"/> N/A	Amenities	Car Storage <input checked="" type="checkbox"/> None
Floors <u>Carpet/Wd/Avg</u>	Refrigerator <input checked="" type="checkbox"/>	Stairs <input type="checkbox"/>	Fireplace(s) # <u>0</u>	Woodstove(s) # <u>0</u>
Walls <u>Shtrock/Avg</u>	Range/Oven <input checked="" type="checkbox"/>	Drop Stair <input type="checkbox"/>	Patio <u>None</u>	<input type="checkbox"/> Garage # _____
Trim/Finish <u>Wd/Paint/Avg</u>	Disposal <input checked="" type="checkbox"/>	Scuttle <input type="checkbox"/>	Deck <u>None</u>	<input type="checkbox"/> Covered # _____
Bath Floor <u>C.Tile/Avg</u>	Dishwasher <input checked="" type="checkbox"/>	Doorway <input type="checkbox"/>	Porch <u>None</u>	<input type="checkbox"/> Open # _____
Bath Wainscot <u>C.Tile/Avg</u>	Fan/Hood <input checked="" type="checkbox"/>	Floor <input type="checkbox"/>	Fence <u>None</u>	Total # of cars _____
Doors <u>Solid.Core/Avg</u>	Microwave <input checked="" type="checkbox"/>	Heated <input type="checkbox"/>	Pool <u>None</u>	<input type="checkbox"/> Assigned
	Washer/Dryer <input checked="" type="checkbox"/>	Finished <input type="checkbox"/>	Balcony _____	<input type="checkbox"/> Owned
				Space #(s) _____

Finished area above grade contains: 6 Rooms 3 Bedrooms 1 Bath(s) 1,459 Square Feet of Gross Living Area Above Grade

Are the heating and cooling for the individual units separately metered? Yes No (If No, describe) The 1st floor has baseboard heating and the 3rd floor has a forced air furnace.

Additional features: None

Describe the condition of the property (including physical, functional and external obsolescence): No physical, functional or external deficiencies noted. The appraiser is not a building inspector and this appraisal report should not be relied upon to disclose any physical deficiencies above and beyond the aesthetics as described herein.

TRANSFER HISTORY

My research did did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s): ParcelQuest/M.MLS

1st Prior Subject Sale/Transfer	Analysis of sale/transfer history and/or any current agreement of sale/listing: <u>No sales for the subject were noted in the past 36 months. No additional prior transfers were noted for the comparable sales within the past 12 months.</u>
Date: <u>None</u>	
Price: _____	
Source(s): _____	
2nd Prior Subject Sale/Transfer	
Date: <u>None</u>	
Price: _____	
Source(s): _____	



INDIVIDUAL CONDO UNIT APPRAISAL REPORT

File No.: 19G002CTC

SALES COMPARISON APPROACH TO VALUE (if developed) <input type="checkbox"/> The Sales Comparison Approach was not developed for this appraisal.												
FEATURE		SUBJECT		COMPARABLE SALE # 1			COMPARABLE SALE # 2			COMPARABLE SALE # 3		
Address		554 Hill St San Francisco, CA 94114		3456 18th St San Francisco, CA 94110			676 Castro St San Francisco, CA 94114			676 Castro St # A San Francisco, CA 94114		
Project		552-554 Hill St		3454-3458 18th St			672-676 Castro St			672-676 Castro St		
Phase		1		1			1			1		
Proximity to Subject				0.84 miles NE			0.19 miles NW			0.19 miles NW		
Sale Price		\$		\$ 1,000,000			\$ 1,250,000			\$ 1,050,000		
Sale Price/GLA		\$/sq.ft.		\$ 664.89 /sq.ft.			\$ 862.66 /sq.ft.			\$ 1,050.00 /sq.ft.		
Data Source(s)		Inspection		SF.MLS#480139;DOM 25			SF.MLS#482937;DOM 78			SF.MLS#484575;DOM 19		
Verification Source(s)		ParQst/MLS		ParQst/DOC#K73000743			ParQuest/DOC#K78900498			ParQuest/DOC#K79600316		
VALUE ADJUSTMENTS		DESCRIPTION		DESCRIPTION			+(-) \$ Adjust.			DESCRIPTION		+(-) \$ Adjust.
Sales or Financing Concessions				ArmLth No Concess						ArmLth Conv;0		
Date of Sale/Time		N/A		02/13/2019 COE			06/28/2019 COE			07/22/2019 COE		
Rights Appraised		Fee Simple		Fee simple			Fee simple			Fee simple		
Location		Avg-Good		Avg-Good			Avg-Good			Avg-Good		
HOA Fees (\$/Month)		0		156			450			300		
Common Elements and Recreational Facilities		Yard		None			+5,000			None		+5,000
Floor Location		3rd/Top		2nd/Middle			+15,000			2nd/Middle		+15,000
View		None Significant		None Significant			None Significant			None Significant		
Design (Style)		Traditional		Traditional			Traditional			Traditional		
Quality of Construction		Avg-Good		Avg-Good			Avg-Good			Avg-Good		
Age		115		109			119			119		
Condition		Average		Average			Good			-125,000		Good
Above Grade		Total Bdrms Baths		Total Bdrms Baths			Total Bdrms Baths			Total Bdrms Baths		
Room Count		6 3 1		6 3 1			6 3 1			5 2 1		+25,000
Gross Living Area		1,459 sq.ft.		1,504 sq.ft.			1,449 sq.ft.			1,000 sq.ft.		+91,800
Basement & Finished Rooms Below Grade		None		None			None			None		
Functional Utility		Average		Average			Average			Average		
Heating/Cooling		FAU/None		FAU/None			FAU/None			FAU/None		
Energy Efficient Items		Standard		Standard			Standard			Standard		
Parking		No Parking		No Parking			No Parking			No Parking		
Porch/Patio/Deck		None		None			None			None		
Kitchen/Bath		Original/Avg		Modern/Avg			Modern/Good			-75,000		Modern/Good
Project Size		2 Units		3 Units/MixedUse			0 5 Units/Ellis 2018			+10,000		5 Units/Ellis 2018
Other		In-Unit Laundry		In-Unit Laundry			In-Unit Laundry			In-Unit Laundry		
Net Adjustment (Total)				<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 20,000			<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -170,000			<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -48,200		
Adjusted Sale Price of Comparables				\$ 1,020,000			\$ 1,080,000			\$ 1,001,800		

SALES COMPARISON APPROACH

Summary of Sales Comparison Approach The comparable sales are considered the most recent and appropriate sales available from conventional market data sources, that are located within close proximity to the subject. The data sources consulted were office files, the multiple listing service, local real estate agents, ParcelQuest, and exterior inspection. Gross living area (GLA) is adjusted at \$200 per square foot and rounded to the nearest hundred, for differences over 100 square feet. Difference in room count are taken into account in the GLA adjustment. However, comparables found with 2 bedroom were adjusted for inferior bedroom count by \$25,000. The updating of the kitchen and bathrooms has been separated from the overall quality and condition for added clarity. Other adjustments are made on a lump sum basis.

All of the comparables selected are tenancy in common units located in relative proximity to the subject. All are considered to be of similar location appeal.

Every effort was made to find similar density building. However, none of the comparables most similar to the subject were in smaller, 2-unit buildings except for listing comparable 5. Adjustments were made for Comparable 2 and 3 being in a recently Ellis Acted building restricting rental use.

The gross living area of Comparable 4 was estimated based on limited data from MLS, agent, and public records.


Greater weight has been given to comparable sale 1 due to overall similarity to the subject in terms of size and condition. The remaining comps are supporting and given consideration in the overall conclusion.

Indicated Value by Sales Comparison Approach \$ 1,020,000



INDIVIDUAL CONDO UNIT APPRAISAL REPORT

File No.: 19G002CTC

INCOME APPROACH	INCOME APPROACH TO VALUE (if developed) <input checked="" type="checkbox"/> The Income Approach was not developed for this appraisal.												
	FEATURE	SUBJECT	COMPARABLE RENTAL # 1			COMPARABLE RENTAL # 2			COMPARABLE RENTAL # 3				
	Address 554 Hill St San Francisco, CA 94114												
	Project 552-554 Hill St Phase 1												
	Proximity to Subject												
	Current Monthly Rent	\$				\$				\$			
	Rent/GLA	\$	/sq.ft.			\$	/sq.ft.			\$	/sq.ft.		
	Rent Control	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No			
	Data Source(s)												
	Date of Lease(s)												
	Location	Avg-Good											
	View												
	Age	115											
	Condition	Average											
	Above Grade	Total	Bdrms	Baths	Total	Bdrms	Baths	Total	Bdrms	Baths			
Room Count	6	3	1										
Gross Living Area	1,459 sq.ft.			sq.ft.			sq.ft.						
Utilities Included													
Summary of Income Approach (including support for market rent and GRM): <u>The income approach is not utilized as residences are primarily purchased for owner occupancy, not for income production.</u>													
Opinion of Monthly Market Rent \$ <u>X</u> Gross Rent Multiplier = \$ <u> </u> Indicated Value by Income Approach													
COST	COST APPROACH TO VALUE (if developed) <input checked="" type="checkbox"/> The Cost Approach was not developed for this appraisal.												
	Summary of Cost Approach: <u>The cost approach is not relative to common interest developments.</u>												
RECONCILIATION	Indicated Value by: Sales Comparison Approach \$ <u>1,020,000</u> Cost Approach (if developed) \$ <u> </u> Income Approach (if developed) \$ <u> </u>												
	Final Reconciliation <u>The sales comparison analysis best indicates market value. The cost approach is not relative to common interest developments. Typical buyers and sellers do not consider the income approach as a viable factor due to high owner occupancy appeal.</u>												
	This appraisal is made <input checked="" type="checkbox"/> "as is", <input type="checkbox"/> subject to completion per plans and specifications on the basis of a Hypothetical Condition that the improvements have been completed, <input type="checkbox"/> subject to the following repairs or alterations on the basis of a Hypothetical Condition that the repairs or alterations have been completed, <input type="checkbox"/> subject to the following required inspection based on the Extraordinary Assumption that the condition or deficiency does not require alteration or repair: <u>See attached addendum</u>												
<input checked="" type="checkbox"/> This report is also subject to other Hypothetical Conditions and/or Extraordinary Assumptions as specified in the attached addenda.													
Based on the degree of inspection of the subject property, as indicated below, defined Scope of Work, Statement of Assumptions and Limiting Conditions, and Appraiser's Certifications, my (our) Opinion of the Market Value (or other specified value type), as defined herein, of the real property that is the subject of this report is: \$ <u>1,020,000</u>, as of: <u>07/02/2019</u>, which is the effective date of this appraisal. If indicated above, this Opinion of Value is subject to Hypothetical Conditions and/or Extraordinary Assumptions included in this report. See attached addenda.													
ATTACHMENTS	A true and complete copy of this report contains <u>18</u> pages, including exhibits which are considered an integral part of the report. This appraisal report may not be properly understood without reference to the information contained in the complete report.												
	Attached Exhibits: <input checked="" type="checkbox"/> Scope of Work <input checked="" type="checkbox"/> Limiting Cond./Certifications <input checked="" type="checkbox"/> Narrative Addendum <input checked="" type="checkbox"/> Photograph Addenda <input checked="" type="checkbox"/> Sketch Addendum <input checked="" type="checkbox"/> Map Addenda <input checked="" type="checkbox"/> Additional Sales <input type="checkbox"/> Additional Rentals <input type="checkbox"/> Flood Addendum <input checked="" type="checkbox"/> Hypothetical Conditions <input type="checkbox"/> Extraordinary Assumptions <input type="checkbox"/> Budget Analysis <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>												
SIGNATURES	Client Contact: Sarah Hoffman						Client Name: Zacks, Freedman & Patterson, PC						
	E-Mail: sarah@zfpw.com						Address: 235 Montgomery Street, Suite 400, San Francisco, CA 94104						
	APPRaiser						SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)						
	 Appraiser Name: Trisha C. Mau Company: Walkup Clark & Associates Phone: (415) 731-9601 Fax: _____ E-Mail: tmau@walkupclark.com Date of Report (Signature): 08/14/2019 License or Certification #: AG028651 State: CA Designation: _____ Expiration Date of License or Certification: 01/29/2020 Inspection of Subject: <input checked="" type="checkbox"/> Interior & Exterior <input type="checkbox"/> Exterior Only <input type="checkbox"/> None Date of Inspection: 07/02/2019						Supervisory or Co-Appraiser Name: _____ Company: _____ Phone: _____ Fax: _____ E-Mail: _____ Date of Report (Signature): _____ License or Certification #: _____ State: _____ Designation: _____ Expiration Date of License or Certification: _____ Inspection of Subject: <input type="checkbox"/> Interior & Exterior <input type="checkbox"/> Exterior Only <input type="checkbox"/> None Date of Inspection: _____						

ADDITIONAL COMPARABLE SALES

File No.: 19G002CTC

FEATURE	SUBJECT	COMPARABLE SALE # 4			COMPARABLE SALE # 5			COMPARABLE SALE # 6		
Address	554 Hill St San Francisco, CA 94114	474 Noe St San Francisco, CA 94114			259 Eureka St San Francisco, CA 94114					
Project Phase	552-554 Hill St 1	472-474 Noe St 1			259 Eureka St 1					
Proximity to Subject		0.41 miles N			0.29 miles NW					
Sale Price	\$	\$ 1,400,000			\$ 950,000			\$		
Sale Price/GLA	\$ /sq.ft.	\$ 1,000.00 /sq.ft.			\$ 666.67 /sq.ft.			\$ /sq.ft.		
Data Source(s)	Inspection	SF.MLS#480311;DOM 35			SF.MLS#487654;DOM 12					
Verification Source(s)	ParQst/MLS	ParQst/DOC#K73400514			ParQst/List price used					
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) \$ Adjust.	DESCRIPTION	+(-) \$ Adjust.	DESCRIPTION	+(-) \$ Adjust.	DESCRIPTION	+(-) \$ Adjust.	
Sales or Financing Concessions		ArmLth No Concess		Active Listing						
Date of Sale/Time	N/A	02/25/2019 COE		07/18/19 LD						
Rights Appraised	Fee Simple	Fee simple		Fee simple						
Location	Avg-Good	Avg-Good		Avg-Good						
HOA Fees (\$/Month)	0	275		0						
Common Elements and Recreational Facilities	Yard	None +5,000		Yard						
Floor Location	3rd/Top	1st/Bottom +15,000		1st/Bottom +15,000						
View	None Significant	None Significant		None Significant						
Design (Style)	Traditional	Traditional		Traditional						
Quality of Construction	Avg-Good	Avg-Good		Avg-Good						
Age	115	118		112						
Condition	Average	Good -140,000		Average						
Above Grade Room Count	Total Bdrms Baths 6 3 1	Total Bdrms Baths 4 2 1	+25,000	Total Bdrms Baths 5 2 2	+25,000	Total Bdrms Baths				
Gross Living Area	1,459 sq.ft.	1,400e sq.ft.		1,425 sq.ft.		sq.ft.				
Basement & Finished Rooms Below Grade	None	Cottage -150,000		1130sf Bsmnt -15,000						
Functional Utility	Average	Average		Average						
Heating/Cooling	FAU/None	FAU/None		FAU/None						
Energy Efficient Items	Standard	Standard		Standard						
Parking	No Parking	No Parking		No Parking						
Porch/Patio/Deck	None	Yard -50,000		Deck -5,000						
Kitchen/Bath	Original/Avg	Modern/Good -75,000		Original/Avg						
Project Size	2 Units	3 Units 0		2 Units						
Other	In-Unit Laundry	In-Unit Laundry		In-Unit Laundry						
Net Adjustment (Total)		<input type="checkbox"/> + <input checked="" type="checkbox"/> -	\$ -370,000	<input checked="" type="checkbox"/> + <input type="checkbox"/> -	\$ 20,000	<input type="checkbox"/> + <input type="checkbox"/> -	\$			
Adjusted Sale Price of Comparables			\$ 1,030,000		\$ 970,000		\$			
Summary of Sales Comparison Approach										

SALES COMPARISON APPROACH



Supplemental Addendum

File No. 19G002CTC

Borrower	N/A						
Property Address	554 Hill St						
City	San Francisco	County	San Francisco	State	CA	Zip Code	94114
Lender/Client	Zacks, Freedman & Patterson, PC						

SCOPE OF WORK

THE FOLLOWING IS A DESCRIPTION OF THE WORK UNDERTAKEN IN THE COURSE OF COMPLETING THIS APPRAISAL:

STATE THE PROBLEM: AN APPRAISAL ASSIGNMENT WAS NEGOTIATED BETWEEN THE APPRAISER(S) AND THE CLIENT. THE ASSIGNMENT REQUIRED AGREEMENT BETWEEN THE PARTIES ON THE PURPOSE OF THE APPRAISAL, THE TYPE OF APPRAISAL AND THE TYPE OF REPORT THAT WOULD BE ADEQUATE FOR THE PURPOSE AS UNDERSTOOD BY THE APPRAISER(S), THE APPRAISER(S) COMPENSATION FOR COMPLETING THE ASSIGNMENT, AND THE PROJECTED DELIVERY DATE, AND DELIVERY PLACE FOR THE APPRAISAL REPORT.

THE PURPOSE IS TO ESTIMATE MARKET VALUE OF THE FEE SIMPLE INTEREST OF THE SUBJECT DESCRIBED IN THIS REPORT FOR PLANNING DEPARTMENT REQUEST FOR CONDITIONAL USE AUTHORIZATION ONLY. THIS APPRAISAL HAS BEEN COMPLETED AT THE REQUEST OF THE CLIENT AND IS INTENDED FOR THEIR SOLE USE. THIS IS AN APPRAISAL REPORT, WITH ADDITIONAL INFORMATION IN THE APPRAISERS' FILE. THIS APPRAISAL REPORT HAS BEEN COMPLETED WITHIN USPAP GUIDELINES. THE APPRAISER ATTESTS THAT HE OR SHE HAS THE APPROPRIATE KNOWLEDGE AND EXPERIENCE NECESSARY TO COMPLETE THIS ASSIGNMENT COMPETENTLY.

HYPOTHETICAL CONDITION: THE SUBJECT UNIT WAS MERGED WITH THE MIDDLE FLOOR OF THE 3-STORY BUILDING, THE KITCHEN WAS REMOVED, AND THE UNIT WAS RENOVATED. THE APPRAISAL IS MADE WITH THE HYPOTHETICAL CONDITION THAT THE SUBJECT IS CURRENTLY IN ITS PRE-RENOVATED CONDITION.

DEFINITION OF MARKET VALUE: THE DICTIONARY OF REAL ESTATE APPRAISAL, STATES MARKET VALUE IS THE MOST PROBABLE PRICE WHICH A PROPERTY SHOULD BRING IN A COMPETITIVE AND OPEN MARKET UNDER ALL CONDITIONS REQUISITE TO A FAIR SALE, THE BUYER AND SELLER EACH ACTING PRUDENTLY, KNOWLEDGEABLY, AND ASSUMING THE PRICE IS NOT AFFECTED BY UNDUE STIMULUS.

CONSIDER THE DATA NEEDED: A VARIETY OF DATA WAS NEEDED TO UNDERTAKE THE ASSIGNMENT INCLUDING GENERAL DATA ABOUT THE NATION, THE REGION, THE GOVERNING AUTHORITY AND THE MARKET AREA, AS WELL AS DATA ABOUT THE SUBJECT SITE AND IMPROVEMENTS. DATA RELEVANT TO EACH APPROACH TO VALUE WAS DEVELOPED FOR COSTS, SALES, INCOME, AND EXPENSES.

DATA UTILIZED IN THIS REPORT WAS ASSEMBLED USING THE FOLLOWING SOURCES; PUBLIC RECORD, RECORDS MAINTAINED BY AND INTERVIEWS GRANTED BY MARKET PARTICIPANTS, RECORDS OF LOCAL BOARDS OF REALTY AND MULTIPLE LISTING SERVICES, DATA SITES MAINTAINED BY CITY, COUNTY, REGIONAL, AND STATE GOVERNMENT, DATA SITES MAINTAINED BY SERVICE AND BUSINESS GROUPS SEARCHED AT THIS TIME AND PREVIOUSLY. RESULTS WERE BOTH SELECTED AND EDITED AGAINST A STANDARD OF PROVIDING AN ADEQUATE LEVEL OF REPORTING TO SUPPORT THE ANALYSIS AND CONCLUSIONS DEVELOPED, WITH AN EYE ON THE AGREEMENTS MADE WITH THE CLIENT AND OUR RESPONSIBILITIES UNDER USPAP.

INSPECT THE PROPERTIES/EXTRAORDINARY ASSUMPTION: THE APPRAISER CONDUCTED AN INSPECTION OF THE INTERIOR AND EXTERIOR OF THE SUBJECT PROPERTY, AND AN INSPECTION OF THE EXTERIOR OF THE COMPARABLE PROPERTIES. IN SOME CASES PHOTOS OF THE COMPARABLE PROPERTIES ARE FROM OTHER SOURCES SUCH AS MLS. THE APPRAISER HAS PROVIDED A SKETCH IN THIS APPRAISAL REPORT TO SHOW THE APPROXIMATE DIMENSIONS OF THE SUBJECT IMPROVEMENTS. IT IS INCLUDED ONLY TO ASSIST THE READER IN VISUALIZING THE PROPERTY AND UNDERSTANDING THE APPRAISER'S DETERMINATION OF ITS SIZE. THE APPRAISER IS NOT AN EXPERT IN SURVEYING. NO PHOTOS WERE AVAILABLE OF THE PRE-RENOVATED KITCHEN, BATH AND LIVING AREA. THE APPRAISER HAS RELIED HEAVILY ON THE DESCRIPTIONS PROVIDED BY THE CLIENT.

DETERMINE THE HIGHEST AND BEST USE: THE APPRAISERS IDENTIFIED THE PERTINENT FACTORS APPLICABLE TO THE SUBJECT PROPERTY "AS-IF" IT LACKED IMPROVEMENTS BUT WAS READY FOR DEVELOPMENT. THEY FORMED AN OPINION OF THE REASONABLE, PROBABLE, AND LEGAL USE OF IT AS VACANT LAND OR UNIMPROVED PROPERTY WITH THE INTENTION THAT THIS USE MUST MEET THE STANDARDS OF LEGAL PERMISSIBILITY, PHYSICAL POSSIBILITY, FINANCIAL FEASIBILITY AND MAXIMUM PRODUCTIVITY.

IN KEEPING WITH THE PURPOSE OF THIS APPRAISAL AND THE REQUIREMENTS OF THE CLIENT, A LIMITED DEGREE OF RESEARCH AND ANALYSIS WAS INVESTED IN THE "AS-IF" VACANT AND READY FOR DEVELOPMENT HIGHEST AND BEST USE. A MUCH HIGHER DEGREE OF RESEARCH AND ANALYSIS WOULD BE REQUIRED TO FIRST PREDICT THE CONSEQUENCES OF DEMOLISHING THE SUBJECT IMPROVEMENTS AND THEN TO VISUALIZE WHAT IMPROVEMENTS WOULD BE MOST LIKELY TO MEET THE "AS-IF" VACANT AND READY FOR DEVELOPMENT HIGHEST AND BEST USE CRITERIA. THAT STUDY WAS CONSIDERED BEYOND THE SCOPE OF THIS REPORT, HENCE A PRELIMINARY FINDING WAS OFFERED HERE FOR THE "AS-IF" VACANT AND READY FOR DEVELOPMENT HIGHEST AND BEST USE.

THE HIGHEST AND BEST USE ANALYSIS PRESENTED IN THIS APPRAISAL IS NOT INTENDED TO BE AN EXHAUSTIVE ANALYSIS OF EVERY POSSIBLE USE FOR THE SUBJECT. RATHER, IT IS INTENDED TO PROVIDE SUFFICIENT ANALYSIS OF THE MOST LIKELY AND MOST REASONABLE ALTERNATIVES FOR THE SUBJECT. THE SITE IS PHYSICALLY POSSIBLE BEING SERVED BY NECESSARY UTILITIES. THE APPRAISERS ARE NOT AWARE OF ANY ADVERSE SOIL CONDITION. THE IMPROVEMENTS ARE LEGAL PERMISSIBILITY, WHICH IS CLOSELY TIED TO ZONING. THE CITY HAS APPROVED THE EXISTING STRUCTURE. THE IMPROVEMENTS ARE FINANCIALLY FEASIBLE. A CLEAR PATTERN OF MARKET ACCEPTANCE FOR THIS USE WAS NOTED. THE IMPROVEMENTS ARE MAXIMUM PRODUCTIVE.

THE EXISTING IMPROVEMENTS ARE CONSIDERED TO REPRESENT THE "AS IS" HIGHEST AND BEST USE FOR THE SUBJECT, AS IMPROVED. THE IMPROVEMENTS ARE QUITE FUNCTIONAL AND IN REASONABLE CONDITION, AND THE CURRENT USE CONFORMS TO THE SURROUNDING USES IN THE SUBJECT'S NEIGHBORHOOD.

DETERMINE THE APPROPRIATE APPROACHES TO VALUE: THE THREE APPROACHES TO VALUE WERE CONSIDERED: THE COST APPROACH, THE SALES COMPARISON APPROACH, AND THE INCOME APPROACH. THE APPROPRIATE APPROACHES TO VALUE WERE SELECTED AND DEVELOPED. WHEN AN APPROACH WAS OMITTED AN EXPLANATION WAS PRESENTED. UNLESS OTHERWISE SPECIFICALLY STATED, THE THREE APPROACHES TO VALUE WERE ALL FOUND TO BE APPROPRIATE.

Supplemental Addendum

File No. 19G002CTC

Borrower	N/A				
Property Address	554 Hill St				
City	San Francisco	County	San Francisco	State	CA Zip Code 94114
Lender/Client	Zacks, Freedman & Patterson, PC				

EXPOSURE TIME FOR THE SUBJECT PROPERTY: THE ESTIMATED EXPOSURE TIME FOR THE SUBJECT PROPERTY UNDER CURRENT MARKET CONDITIONS IS APPROXIMATELY 1-3 MONTHS. THIS ESTIMATE IS BASED ON THE ANALYSIS OF CURRENT MARKET TRENDS IN THE GENERAL AREA, AND TAKES INTO CONSIDERATION THE SIZE, CONDITION, AND PRICE RANGE OF THE SUBJECT AND SURROUNDING PROPERTIES.

• Neighborhood - Market Conditions

OPEN MARKET SALES WITH CONVENTIONAL FINANCING AND NO SIGNIFICANT CONCESSIONS ARE THE NORM IN THIS MARKET. TYPICAL TERMS ARE 80% LOANS WITH ALL CASH TO SELLER. IN SOME INSTANCES, THE SELLER MAY CARRY BACK A SMALL SECOND LOAN. 2008 AND 2009 SAW A DECREASE IN MARKET VALUES THROUGHOUT THE BAY AREA AND THE NATION DUE TO INCREASING LOAN DEFAULTS. A GENERAL WEAKENING OF THE ECONOMY COUPLED WITH FALLING PRICES IN THE NATIONAL HOUSING MARKET HAVE ALSO TIGHTENED LENDING STANDARDS IN GENERAL, HOWEVER FINANCING IS STILL AVAILABLE FOR QUALIFIED BUYERS. SAN FRANCISCO, IN GENERAL, HAD FOLLOWED THIS DOWNWARD TREND THROUGH 2010 AND SHOWED EVIDENCE OF STABILIZATION IN MANY NEIGHBORHOODS THROUGHOUT 2011 AND INTO 2012. 2013 SAW A STABLE INCREASE TO PROPERTY VALUES THROUGHOUT THE SF BAY AREA, THAT CONTINUED THROUGH 2014 & INTO 2015 ALTHOUGH PLATEAUED OFF IN MANY SECTORS OF THE MARKET IN THE LATTER HALF OF 2015. 2016 TO CURRENT HAS REMAINED OVERALL STABLE.

MARKET DATA IS CONSIDERED TO PROVIDE APPROPRIATE INDICATIONS OF THE CURRENT MARKET ENVIRONMENT; HOWEVER, THE APPRAISER NOTES THAT CURRENT AND RECENT SALE DATA PROVIDE NO INDICATIONS OF VALUE FOR THE SUBJECT IN THE FUTURE.

• Conditions of Appraisal

NO PERSONAL PROPERTY INCLUDED IN THE APPRAISED VALUE. A CURRENT PRELIMINARY TITLE REPORT WAS NOT REVIEWED. THE ESTIMATE OF VALUE IS MADE UPON THE CONDITION THAT TITLE TO THE SUBJECT PROPERTY IS MARKETABLE, AND FREE AND CLEAR OF ALL LIENS, ENCUMBRANCES, EASEMENT AND RESTRICTIONS EXCEPT THOSE SPECIFICALLY DISCUSSED IN THIS REPORT. ADDITIONALLY, THE ESTIMATE OF VALUE IS MADE UPON THE SUBJECT PROPERTY ONLY AS DESCRIBED IN THIS REPORT. THIS IS NOT A HOME INSPECTION AND SHOULD NOT BE RELIED UPON TO DISCLOSE CONDITIONS OF THE PROPERTY. ANY PHYSICAL OR LEGAL ASPECTS OF THE SUBJECT PROPERTY UNKNOWN TO THE APPRAISER AT THIS TIME MAY REQUIRE FURTHER ANALYSIS. THE APPRAISERS ARE NOT EXPERTS IN BUILDING CODES. THE APPRAISER SHOULD NOT BE RELIED UPON TO DISCOVER BUILDING CODE VIOLATIONS. THE APPRAISER DOES NOT HAVE THE SKILL OR EXPERTISE NEEDED TO MAKE SUCH DISCOVERIES. IT IS ASSUMED BY THE APPRAISERS THAT ALL BUILDING CONSTRUCTION DOES AND WILL CONFORM TO CITY BUILDING CODES. THE APPRAISER ASSUMES NO RESPONSIBILITY FOR THESE ITEMS. THE APPRAISAL HAS BEEN COMPLETED TO ASSIST IN PLANNING DEPARTMENT REQUEST FOR CONDITIONAL USE AUTHORIZATION, FOR THE SOLE USE OF THE CLIENT LISTED ON PAGE ONE.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale. (Source: FDIC Interagency Appraisal and Evaluation Guidelines, October 27, 1994.)

* Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF LIMITING CONDITIONS AND CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is valued on the basis of it being under responsible ownership.
2. Any sketch provided in the appraisal report may show approximate dimensions of the improvements and is included only to assist the reader of the report in visualizing the property. The appraiser has made no survey of the property.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. Any distribution of valuation between land and improvements in the report applies only under the existing program of utilization. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
5. The appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous waste, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. This appraisal report must not be considered an environmental assessment of the subject property.
6. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
7. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.
8. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
9. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.
10. The appraiser is not an employee of the company or individual(s) ordering this report and compensation is not contingent upon the reporting of a predetermined value or direction of value or upon an action or event resulting from the analysis, opinions, conclusions, or the use of this report. This assignment is not based on a required minimum, specific valuation, or the approval of a loan.

CERTIFICATION: The appraiser certifies and agrees that:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. I have performed NO prior services regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
9. Unless otherwise indicated, I have made a personal inspection of the interior and exterior areas of the property that is the subject of this report, and the exteriors of all properties listed as comparables.
10. Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

ADDRESS OF PROPERTY ANALYZED: 554 Hill St, San Francisco, CA 94114

APPRAISER:

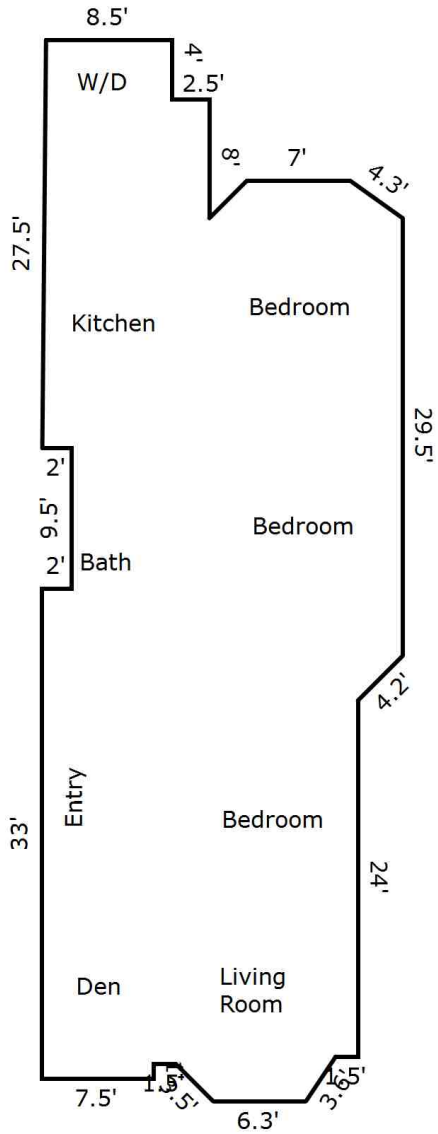
Signature: 
 Name: Trisha C. Mau
 Title: _____
 State Certification #: AG028651
 or State License #: _____
 State: CA Expiration Date of Certification or License: 01/29/2020
 Date Signed: 08/14/2019

SUPERVISORY or CO-APPRAISER (if applicable):

Signature: _____
 Name: _____
 State Certification #: _____
 or State License #: _____
 State: _____ Expiration Date of Certification or License: _____
 Date Signed: _____
 Did Did Not Inspect Property

Building Sketch

Borrower	N/A				
Property Address	554 Hill St				
City	San Francisco	County San Francisco	State CA	Zip Code 94114	
Lender/Client	Zacks, Freedman & Patterson, PC				



TOTAL Sketch by a la mode, inc.

Area Calculations Summary

Living Area

First Floor 1459.3 Sq ft

Total Living Area (Rounded): 1459 Sq ft

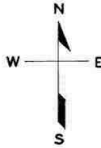
Plat Map

Borrower	N/A		
Property Address	554 Hill St		
City	San Francisco	County San Francisco	State CA Zip Code 94114
Lender/Client	Zacks, Freedman & Patterson, PC		

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CITY & COUNTY ASSESSOR 1995

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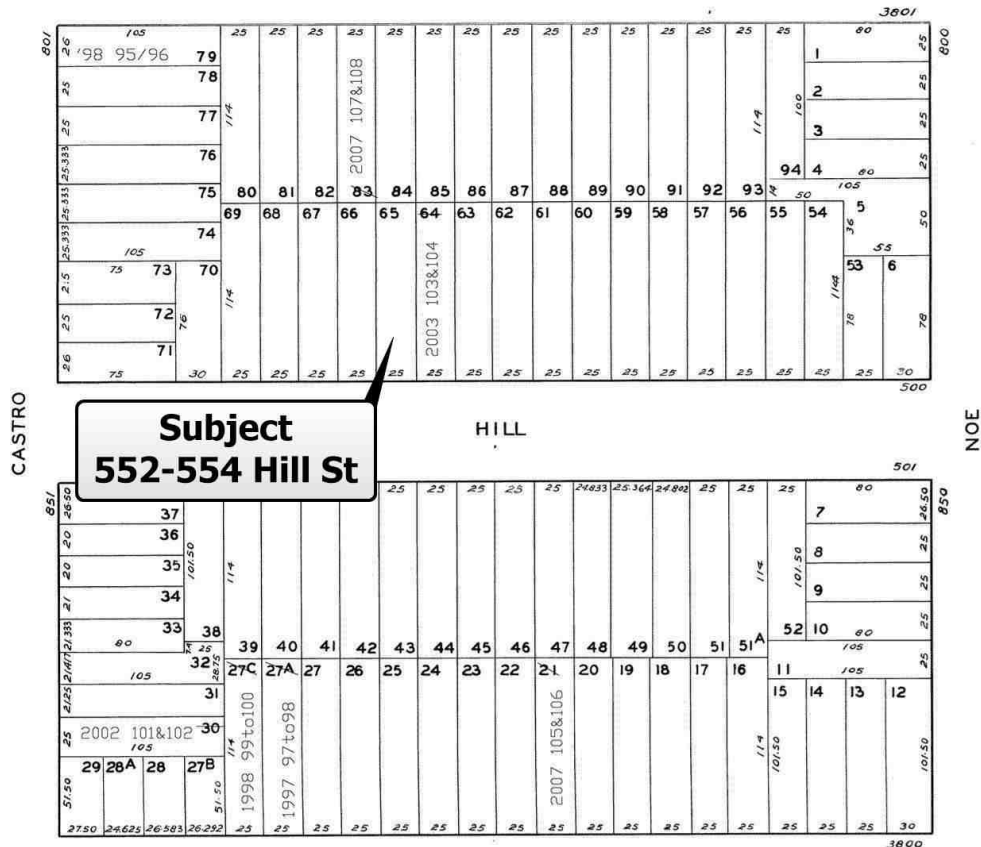
MISSION BLK. 110
Revised 1997
Revised 1998
Revised 2002
Revised 2003
Revised 2007



LOTS MERGED

lot27A into lots97to98 for 1997 roll
lot79 into lots95to96 for 1998 roll
lot27C into lots99to100 for 1998 roll
lot30 into lots101&102 for 2002 roll
lot64 into lots103&104 for 2003 roll
lot21 into lots105&106 for 2007 roll
lot83 into lots107&108 for 2007 roll

21 ST



22 ND

3874-3876 22ND ST.
A CONDOMINIUM

LOT	UNIT	% COMM. AREA
97	3874	47.93
98	3876	52.07

885-887 CASTRO ST.
A CONDOMINIUM

LOT	UNIT	% COMM. AREA
101	885	70.00
102	887	30.00

801-803 CASTRO ST.
A CONDOMINIUM

LOT	UNIT	% COMM. AREA
95	801	48
96	803	52

3878-3880 22ND ST.
A CONDOMINIUM

LOT	UNIT	% COMM. AREA
99	3878	52
100	3880	48

548-550 HILL ST.
A CONDOMINIUM

LOT	UNIT	% COMM. AREA
103	548	29
104	550	71

3822-3822A 22ND ST.
A CONDOMINIUM

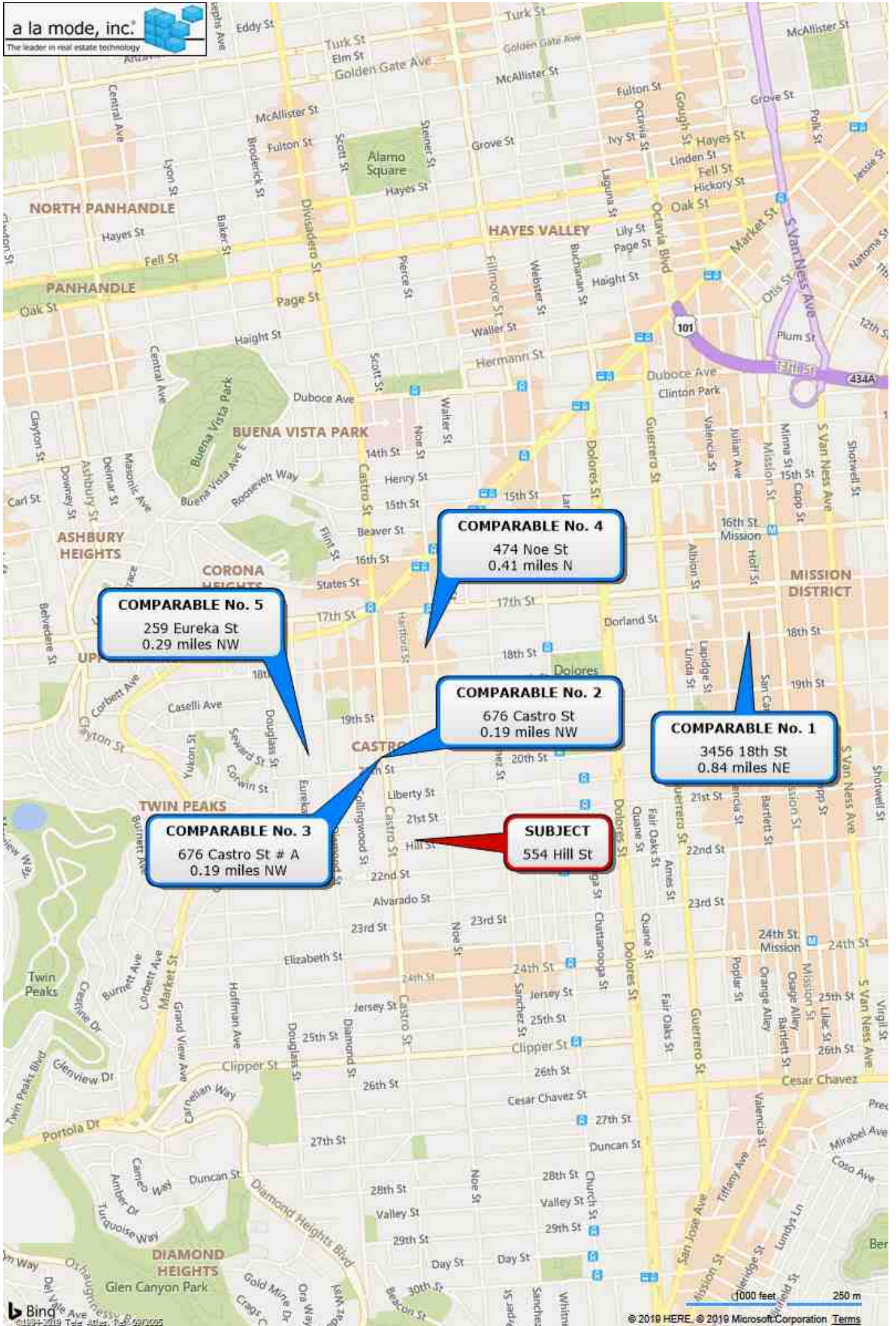
LOT	UNIT	% COMM. AREA
105	3822A	33.3
106	3822	66.7

3865-3867 21ST ST.
A CONDOMINIUM

LOT	UNIT	% COMM. AREA
107	3865	47.8
108	3867	52.2

Location Map

Borrower	N/A				
Property Address	554 Hill St				
City	San Francisco	County San Francisco	State CA	Zip Code 94114	
Lender/Client	Zacks, Freedman & Patterson, PC				



Subject Photo Page

Borrower	N/A				
Property Address	554 Hill St				
City	San Francisco	County	San Francisco	State	CA Zip Code 94114
Lender/Client	Zacks, Freedman & Patterson, PC				



Subject Front

554 Hill St	
Sales Price	
G.L.A.	1,459
Tot. Rooms	6
Tot. Bedrms.	3
Tot. Bathrms.	1
Location	Avg-Good
View	None Significant
Site	Adequate
Quality	Avg-Good
Age	115



Subject Street



Rear View

Subject Photos interior (Prior Top Fl - Unit#554)

Borrower	N/A						
Property Address	554 Hill St						
City	San Francisco	County	San Francisco	State	CA	Zip Code	94114
Lender/Client	Zacks, Freedman & Patterson, PC						



Living Area

554 Hill St

1,459

6

3

1

Avg-Good

None Significant

Adequate

Avg-Good

115



Prior Kitchen



Remodeled Bath

Comparable Photo Page

Borrower	N/A			
Property Address	554 Hill St			
City	San Francisco	County San Francisco	State CA	Zip Code 94114
Lender/Client	Zacks, Freedman & Patterson, PC			



Comparable 1

3456 18th St	
Proximity	0.84 miles NE
Sale Price	1,000,000
GLA	1,504
Total Rooms	6
Total Bedrms	3
Total Bathrms	1
	Avg-Good
View	None Significant
Site	Adequate
Quality	Avg-Good
Age	109



Comparable 2

676 Castro St	
Proximity	0.19 miles NW
Sale Price	1,250,000
GLA	1,449
Total Rooms	6
Total Bedrms	3
Total Bathrms	1
Location	Avg-Good
View	None Significant
Site	Adequate
Quality	Avg-Good
Age	119



Comparable 3

676 Castro St # A	
Proximity	0.19 miles NW
Sale Price	1,050,000
GLA	1,000
Total Rooms	5
Total Bedrms	2
Total Bathrms	1
Location	Avg-Good
View	None Significant
Site	Adequate
Quality	Avg-Good
Age	119

Comparable Photo Page

Borrower	N/A				
Property Address	554 Hill St				
City	San Francisco	County	San Francisco	State	CA
Lender/Client	Zacks, Freedman & Patterson, PC				
				Zip Code	94114



Comparable 4

474 Noe St
 Proximity 0.41 miles N
 Sale Price 1,400,000
 GLA 1,400e
 Total Rooms 4
 Total Bedrms 2
 Total Bathrms 1
 Location Avg-Good
 View None Significant
 Site Adequate
 Quality Avg-Good
 Age 118



Comparable 5

259 Eureka St
 Proximity 0.29 miles NW
 Sale Price 950,000
 GLA 1,425
 Total Rooms 5
 Total Bedrms 2
 Total Bathrms 2
 Location Avg-Good
 View None Significant
 Site Adequate
 Quality Avg-Good
 Age 112

Comparable 6

Proximity
 Sale Price
 GLA
 Total Rooms
 Total Bedrms
 Total Bathrms
 Location
 View
 Site
 Quality
 Age

Appraiser License



Business, Consumer Services & Housing Agency
BUREAU OF REAL ESTATE APPRAISERS
REAL ESTATE APPRAISER LICENSE

Trisha C. Mau

has successfully met the requirements for a license as a residential and commercial real estate appraiser in the State of California and is, therefore, entitled to use the title:

“Certified General Real Estate Appraiser”

This license has been issued in accordance with the provisions of the Real Estate Appraisers' Licensing and Certification Law.

BREA APPRAISER IDENTIFICATION NUMBER: AG 028651

Effective Date: January 30, 2018
Date Expires: January 29, 2020


Jim Martin, Bureau Chief, BREA

3038728

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD UP TO LIGHT TO SEE "CHAIN LINK"

Walkup Clark & Associates

Quality Real Estate Appraisals



LOCATED AT

552 Hill St
San Francisco, CA 94114
Mission Block 110; Assessors Lot 65, Block 3622 (Unit 552)

FOR

Zacks, Freedman & Patterson, PC
235 Montgomery Street, Suite 400
San Francisco, CA 94104

OPINION OF VALUE

970,000

AS OF

07/02/2019

BY

Trisha C. Mau
Walkup Clark & Associates
2332 Taraval St. Suite 1
San Francisco, CA 94116-2252
(415) 731-9601
tmau@walkupclark.com

INDIVIDUAL CONDO UNIT APPRAISAL REPORT

File No.: 19G001CTC

Property Address: 552 Hill St	Unit #: _____	City: San Francisco	State: CA
Zip Code: 94114	County: San Francisco	Legal Description: Mission Block 110; Assessors Lot 65, Block 3622	
(Unit 552)		Assessor's Parcel #: 3622-065 (Unit 552)	
Tax Year: 2018	R.E. Taxes: \$ Prop 13	Special Assessments: \$ 0	Borrower (if applicable): N/A
Current Owner of Record: Roddick, Robert T Revoc Trust		Occupant: <input type="checkbox"/> Owner <input type="checkbox"/> Tenant (Market Rent) <input checked="" type="checkbox"/> Tenant (Regulated Rent) <input type="checkbox"/> Vacant	
Project Type: <input type="checkbox"/> Condominium <input checked="" type="checkbox"/> Other (describe) % interest as Tenancy In Common		HOA: \$ 0 <input type="checkbox"/> per year <input type="checkbox"/> per month	
Market Area Name: Eureka Valley/Dolores Heights		Map Reference: 667/G3	Census Tract: 0211.00
Project Name: 552-554 Hill St		Phase: 1	

The purpose of this appraisal is to develop an opinion of: <input checked="" type="checkbox"/> Market Value (as defined), or <input type="checkbox"/> other type of value (describe)	This report reflects the following value (if not Current, see comments): <input checked="" type="checkbox"/> Current (the Inspection Date is the Effective Date) <input type="checkbox"/> Retrospective <input type="checkbox"/> Prospective
Approaches developed for this appraisal: <input checked="" type="checkbox"/> Sales Comparison Approach <input type="checkbox"/> Cost Approach <input type="checkbox"/> Income Approach (See Reconciliation Comments and Scope of Work)	
Property Rights Appraised: <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold <input type="checkbox"/> Leased Fee <input type="checkbox"/> Other (describe)	
Intended Use: (non-lending) The purpose of the appraisal is to assist the owner requesting a conditional use authorization allowing the top residential unit to be merged with the lower unit and the ground floor living area to be the new second residential unit.	
Intended User(s) (by name or type): Client, Owner and their assignees	
Client: Zacks, Freedman & Patterson, PC Address: 235 Montgomery Street, Suite 400, San Francisco, CA 94104	
Appraiser: Trisha C. Mau Address: 2332 Taraval St. Suite 1, San Francisco, CA 94116-2252	

Location: <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban <input type="checkbox"/> Rural	Predominant Occupancy	Condominium Housing	Present Land Use	Change in Land Use
Built up: <input checked="" type="checkbox"/> Over 75% <input type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%	<input checked="" type="checkbox"/> Owner 60 <input checked="" type="checkbox"/> Tenant 40 <input checked="" type="checkbox"/> Vacant (0-5%) <input type="checkbox"/> Vacant (>5%)	PRICE (\$000) AGE (yrs) 500 Low 0 6,495 High 135 1,250 Pred 80	One-Unit 15 % 2-4 Unit 40 % Multi-Unit 30 % Comm'l 10 % Other 5 %	<input checked="" type="checkbox"/> Not Likely <input type="checkbox"/> Likely * <input type="checkbox"/> In Process * * To: _____
Growth rate: <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow				
Property values: <input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining				
Demand/supply: <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Over Supply				
Marketing time: <input checked="" type="checkbox"/> Under 3 Mos. <input type="checkbox"/> 3-6 Mos. <input type="checkbox"/> Over 6 Mos.				

Market Area Boundaries, Description, and Market Conditions (including support for the above characteristics and trends): The subject is located in an urban residential environment composed primarily of above average to very good quality single & multi-family residences with proximity to neighborhood commercial uses. The topography is predominately hilly. Property mix is compatible with the neighborhood. Access to shopping, transportation schools and employment is considered good. Access to interstate highway 101, interstate 80 and interstate 280 are all within 2 miles of the subject. These freeways connect to the greater bay area and beyond. The San Francisco financial center is within 5 miles. This was accessible via municipal transit lines located within blocks of the subject. Overall the access for the subject is rated average when compared to other competing properties in the market area. The subject's location is assigned an average overall rating for exposure for the property when compared to other competing properties in the market area.

Zoning Classification: RH2	Description: Residential, Two-Family Dwelling
Zoning Compliance: <input type="checkbox"/> Legal <input checked="" type="checkbox"/> Legal nonconforming (grandfathered) <input type="checkbox"/> Illegal <input type="checkbox"/> No zoning	

Ground Rent (if applicable) \$ N/A / _____ Comments: The garage accommodates 1 car, zoning typically requires 1 parking per unit. Thus, the improvements are considered legal nonconforming. The appraisal assumes the requested variance will be permitted and legal.

Highest & Best Use as improved (or as proposed per plans & specifications): Present use, or Other use (explain) _____

Actual Use as of Effective Date: Residential, Two-Family Dwelling Use as appraised in this report: Residential, Two-Family Dwelling

Summary of Highest & Best Use: The existing improvements are considered to represent the "as is" highest and best use for the subject, as improved. The improvements are quite functional and in reasonable condition, and the current use conforms to the surrounding uses in the subject's neighborhood.

Utilities	Public	Other	Provider/Description	Off-site Improvements	Type	Public	Private	Density	Adequate
Electricity	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Street	Asphalt	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Size	Adequate
Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Curb/Gutter	Concrete	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Topography	Slightly Sloped
Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Sidewalk	Concrete	<input checked="" type="checkbox"/>	<input type="checkbox"/>	View	None Significant
Sanitary Sewer	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Street Lights	Underground	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Storm Sewer	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Alley	None	<input type="checkbox"/>	<input type="checkbox"/>		

Other site elements: Inside Lot Corner Lot Cul de Sac Underground Utilities Other (describe) _____

FEMA Spec'l Flood Hazard Area Yes No FEMA Flood Zone N FEMA Map # 060298-060298 FEMA Map Date 10/18/2012

Site Comments: The subject is a typical site with no apparent encroachments, atypical easements or other adverse site factors noted. The site has average utility. The San Francisco Bay Area is an active earthquake region.

Data source(s) for project information Client, Owner, Inspection, Planning Dept Website, ParcelQuest

Project Description Detached Row or Townhouse Garden Mid-Rise High-Rise Other (describe)

General Description of Project				Subject Phase		If Project Completed		If Project Incomplete	
# of Stories	Exterior Walls	Conc.Per./Avg	Units	#	Phases	#	Planned Phases	#	
1			2	2	1	1			
# of Elevators	Roof Surface	Tar&Gravl/Avg	Units Completed	2	2	2	Planned Units		
0			Units For Sale	0	0	0	Units for Sale		
<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Und.Cons.	Total # Parking	1	Units Sold	0	0	0	Units Sold		
Design (Style) Traditional	Ratio (spaces/unit)	1/2	Units Rented	1	1	1	Units Rented		
Actual Age (Yrs.) 1904	Parking Type(s)	Garage	Owner Occup. Units	1	1	1	Owner Occup. Units		
Effective Age (Yrs.) 15	Guest Parking	None							

Project Primary Occupancy Principal Residence Second Home or Recreational Tenant

Is the developer/builder in control of the Homeowners' Association (HOA)? Yes No

Management Group: Homeowners' Association Developer Management Agent (name of management agent or company): Owner managed

Was the project created by the conversion of existing building(s) into a condominium? Yes No If Yes, describe the original use and date of conversion.

Are CC&Rs applicable? Yes No Unknown Have the documents been reviewed? Yes No Comments: _____

Project Comments (condition, quality of construction, completion status, etc.): The development was of above average quality construction and good overall condition with no noticeable repairs noted. The overall maintenance of the exterior and grounds appears to be avg-good.

Common Elements and Recreational Facilities: None Significant



INDIVIDUAL CONDO UNIT APPRAISAL REPORT

File No.: 19G001CTC

PROJECT ANALYSIS

Summary of condominium project budget analysis for the current year (if analyzed): TIC documents were not reviewed.

Other fees for the use of the project facilities (other than regular HOA charges): None noted

Compared to other competitive projects of similar quality and design, the subject unit charge appears High Average Low (If High or Low, describe)
 Although no formal HOA dues, appraiser assumes that the charges would commensurate with the level of services as is typical for the area.

Are there any special or unusual characteristics of the project (based on the condominium documents, HOA meetings, or other information) known to the appraiser?
 Yes No If Yes, describe and explain the effect on value and marketability. None noted.

DESCRIPTION OF THE UNIT IMPROVEMENTS

Unit Charge: \$ 0 per month X 12 = \$ N/A per year. Annual assessment charge per year per SF of GLA = \$

Utilities included in the Unit Charge: None Heat Air Conditioning Electricity Gas Water Sewer Cable Other Garbage

Source(s) used for physical characteristics of property: New Inspection Previous Appraisal Files MLS Assessment and Tax Records Prior Inspection

Property Owner Other (describe) Data Source for Gross Living Area Measured on site

General Description	Exterior Description	Foundation <input type="checkbox"/> N/A	Basement <input checked="" type="checkbox"/> N/A	Heating
Floor Location <u>1st</u>	Foundation <u>Conc.Per./Avg</u>	Slab <u>Partial</u>	Area Sq. Ft. _____	Type <u>Bsbd</u>
# of Levels <u>1</u>	Exterior Walls <u>Conc.Per./Avg</u>	Crawl Space <u>None</u>	% Finished _____	Fuel <u>Gas</u>
Design (Style) <u>Traditional</u>	Roof Surface <u>Tar&Gravl/Avg</u>	Basement <u>None</u>	Ceiling _____	Cooling <u>None</u>
<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed	Gutters & Dwnspts. <u>Pntd.Mtl/Avg</u>	Sump Pump <input type="checkbox"/> None	Walls _____	Central <u>None</u>
<input type="checkbox"/> Under Construction	Window Type <u>DblPane/Avg</u>	Dampness <input type="checkbox"/> None	Floor _____	Other <u>None</u>
Actual Age (Yrs.) <u>115</u>	Storm/Screens <u>None</u>	Settlement <u>None</u>	Outside Entry _____	
Effective Age (Yrs.) <u>15</u>		Infestation <u>None</u>		

Interior Description	Appliances	Attic <input checked="" type="checkbox"/> N/A	Amenities	Car Storage <input checked="" type="checkbox"/> None
Floors <u>Hdwd/Avg-Gd</u>	Refrigerator <input checked="" type="checkbox"/>	Stairs <input type="checkbox"/>	Fireplace(s) # <u>0</u>	Woodstove(s) # <u>0</u>
Walls <u>Shtrock/Avg-Gd</u>	Range/Oven <input checked="" type="checkbox"/>	Drop Stair <input type="checkbox"/>	Patio <u>None</u>	<input type="checkbox"/> Garage # _____
Trim/Finish <u>Wd/Paint/Avg-Gd</u>	Disposal <input checked="" type="checkbox"/>	Scuttle <input type="checkbox"/>	Deck <u>None</u>	<input type="checkbox"/> Covered # _____
Bath Floor <u>C.Tile/Avg-Gd</u>	Dishwasher <input checked="" type="checkbox"/>	Doorway <input type="checkbox"/>	Porch <u>None</u>	<input type="checkbox"/> Open # _____
Bath Wainscot <u>C.Tile/Avg-Gd</u>	Fan/Hood <input checked="" type="checkbox"/>	Floor <input type="checkbox"/>	Fence <u>None</u>	Total # of cars _____
Doors <u>Solid.Core/Avg-Gd</u>	Microwave <input checked="" type="checkbox"/>	Heated <input type="checkbox"/>	Pool <u>None</u>	<input type="checkbox"/> Assigned
	Washer/Dryer <input checked="" type="checkbox"/>	Finished <input type="checkbox"/>	Balcony <input type="checkbox"/>	<input type="checkbox"/> Owned
				Space #(s) _____

Finished area above grade contains: 4 Rooms 2 Bedrooms 1 Bath(s) 746 Square Feet of Gross Living Area Above Grade

Are the heating and cooling for the individual units separately metered? Yes No (If No, describe) The 1st floor has baseboard heating and the top floor has a forced air furnace.

Additional features: _____

Describe the condition of the property (including physical, functional and external obsolescence): The improvements have been maintained well with some recent updating including kitchen and bath. No physical, functional or external deficiencies noted. The appraiser is not a building inspector and this appraisal report should not be relied upon to disclose any physical deficiencies above and beyond the aesthetics as described herein.

The appraisal is made with the hypothetical condition that the subject is a marketable unit "as if" a vacant TIC with approved Conditional Use Authorization by the San Francisco Planning Dept. The appraiser is not aware of any additional adverse characteristics or information that would negatively affect marketability.

TRANSFER HISTORY

My research did did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s): ParcelQuest/M.MLS

1st Prior Subject Sale/Transfer	Analysis of sale/transfer history and/or any current agreement of sale/listing: <u>No sales for the subject were noted in the past 36 months. No additional prior transfers were noted for the comparable sales within the past 12 months.</u>
Date: <u>None</u>	
Price: _____	
Source(s): _____	
2nd Prior Subject Sale/Transfer	
Date: <u>None</u>	
Price: _____	
Source(s): _____	



INDIVIDUAL CONDO UNIT APPRAISAL REPORT

File No.: 19G001CTC

SALES COMPARISON APPROACH TO VALUE (if developed)		<input type="checkbox"/> The Sales Comparison Approach was not developed for this appraisal.											
FEATURE	SUBJECT	COMPARABLE SALE # 1				COMPARABLE SALE # 2				COMPARABLE SALE # 3			
Address	552 Hill St San Francisco, CA 94114	167 Castro St # A San Francisco, CA 94114				180 Dolores St Apt 2 San Francisco, CA 94103				180 Dolores St Apt 6 San Francisco, CA 94103			
Project	552-554 Hill St	161-167 Castro St				180 Dolores St				180 Dolores St			
Phase	1	1				1				1			
Proximity to Subject		0.75 miles N				0.85 miles NE				0.85 miles NE			
Sale Price	\$	\$ 958,800				\$ 1,050,000				\$ 1,094,500			
Sale Price/GLA	\$ /sq.ft.	\$ 1,360.00 /sq.ft.				\$ 1,244.08 /sq.ft.				\$ 1,296.80 /sq.ft.			
Data Source(s)	Inspection	SF.MLS#482380;DOM 28				SF.MLS#483807;DOM 24				SF.MLS#481248;DOM 28			
Verification Source(s)	NDCData/MLS	ParQuest/DOC#K76100549				ParQuest/DOC#K79100912				ParQuest/DOC#K74800137			
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION		+(-) \$ Adjust.		DESCRIPTION		+(-) \$ Adjust.		DESCRIPTION		+(-) \$ Adjust.	
Sales or Financing Concessions		ArmLth Conv;0				ArmLth Conv;0				ArmLth Conv;0			
Date of Sale/Time	N/A	04/30/2019 COE				07/09/2019 COE				03/27/2019 COE			
Rights Appraised	Fee Simple	Fee simple				Fee simple				Fee simple			
Location	Avg-Good	Avg-Good/Traff				Avg-Good/Traff				Avg-Good/Traff			
HOA Fees (\$/Month)	0	380				470				426			
Common Elements and Recreational Facilities	None Significant	Roof Deck		-5,000		Yard		-5,000		Yard		-5,000	
Floor Location	1st/Bottom	2nd/Mid				1st/Bottom				3rd/Top		-15,000	
View	None Significant	None Significant				None Significant				None Significant			
Design (Style)	Traditional	Traditional				Traditional				Traditional			
Quality of Construction	Avg-Good	Avg-Good				Avg-Good				Avg-Good			
Age	115	119				98				98			
Condition	Avg-Good	Avg-Good				Good		-50,000		Good		-50,000	
Above Grade Room Count	Total Bdrms Baths	4 2 1	4 2 1			4 2 2	-15,000	4 2 2	-15,000			4 2 2	-15,000
Gross Living Area		746 sq.ft.		705 sq.ft.		844 sq.ft.				844 sq.ft.			
Basement & Finished Rooms Below Grade	None	None				None				None			
Functional Utility	Average	Average				Average				Average			
Heating/Cooling	Bsbd/None	FAU/None				FAU/None				FAU/None			
Energy Efficient Items	Standard	Standard				Standard				Standard			
Parking	No Parking	No Parking				No Parking				1 Car Garage		-45,000	
Porch/Patio/Deck	Deck	None				None				Deck			
Kitchen/Bath	Modern/Good	Modern/Good				Modern/Good				Modern/Good			
Project Size	2 Units	8 Units				9 Units				9 Units			
Amenities	In-Unit Laundry	In-Unit Laundry				In-Unit Laundry				In-Unit Laundry			
Other	"As If" Vacant	2008 Ellis		+10,000		None		0		None		0	
Net Adjustment (Total)		<input checked="" type="checkbox"/> + <input type="checkbox"/> -		\$ 5,000		<input type="checkbox"/> + <input checked="" type="checkbox"/> -		\$ -70,000		<input type="checkbox"/> + <input checked="" type="checkbox"/> -		\$ -130,000	
Adjusted Sale Price of Comparables		\$ 963,800				\$ 980,000				\$ 964,500			

SALES COMPARISON APPROACH

Summary of Sales Comparison Approach The comparable sales are considered the most recent and appropriate sales available from conventional market data sources, that are located within close proximity to the subject. The data sources consulted were office files, the multiple listing service, local real estate agents, ParcelQuest, and exterior inspection. Gross living area (GLA) is adjusted at \$200 per square foot and rounded to the nearest hundred, for differences over 100 square feet. Difference in room count are taken into account in the GLA adjustment. Parking is adjusted at \$45,000 for garage parking. Full baths are adjusted at \$15,000 each and \$7,500 for half baths. The updating of the kitchen and bathrooms has been separated from the overall quality and condition for added clarity. Other adjustments are made on a lump sum basis.

All of the comparables selected are tenancy in common units located in relative proximity to the subject. All are considered to be of similar location appeal. Comparables 1-3 are on heavier traffic street, however, offset by their high walkability, location appeal for this area.

Every effort was made to find similar density building. However, none of the comparables most similar to the subject were in smaller, 2-unit buildings. No adjustment appeared warranted as the subject is tenant occupied and not eligible for fast track condo conversion.

Greater weight has been given to comparable sales 1 and 2 due to overall similarity to the subject in terms of size, location, appeal and utility. The remaining comps are supporting and given consideration in the overall conclusion.

Indicated Value by Sales Comparison Approach \$ 970,000



INDIVIDUAL CONDO UNIT APPRAISAL REPORT

File No.: 19G001CTC

INCOME APPROACH	INCOME APPROACH TO VALUE (if developed) <input checked="" type="checkbox"/> The Income Approach was not developed for this appraisal.														
	FEATURE			SUBJECT			COMPARABLE RENTAL # 1			COMPARABLE RENTAL # 2			COMPARABLE RENTAL # 3		
	Address 552 Hill St San Francisco, CA 94114														
	Project 552-554 Hill St Phase 1														
	Proximity to Subject														
	Current Monthly Rent \$						\$			\$			\$		
	Rent/GLA \$ /sq.ft.						\$ /sq.ft.			\$ /sq.ft.			\$ /sq.ft.		
	Rent Control <input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No		
	Data Source(s)														
	Date of Lease(s)														
	Location			Avg-Good											
	View														
	Age			115											
	Condition			Avg-Good											
	Above Grade			Total	Bd rms	Baths	Total	Bd rms	Baths	Total	Bd rms	Baths	Total	Bd rms	Baths
Room Count			4	2	1										
Gross Living Area			746 sq.ft.			sq.ft.			sq.ft.			sq.ft.			
Utilities Included															
Summary of Income Approach (including support for market rent and GRM): <u>The income approach is not utilized as residences are primarily purchased for owner occupancy, not for income production.</u>															
Opinion of Monthly Market Rent \$ <u>X</u> Gross Rent Multiplier = \$ <u> </u> Indicated Value by Income Approach															
COST	COST APPROACH TO VALUE (if developed) <input checked="" type="checkbox"/> The Cost Approach was not developed for this appraisal.														
	Summary of Cost Approach: <u>The cost approach is not relative to common interest developments.</u>														
RECONCILIATION	Indicated Value by: Sales Comparison Approach \$ <u>970,000</u> Cost Approach (if developed) \$ <u> </u> Income Approach (if developed) \$ <u> </u>														
	Final Reconciliation <u>The sales comparison analysis best indicates market value. The cost approach is not relative to common interest developments. Typical buyers and sellers do not consider the income approach as a viable factor due to high owner occupancy appeal.</u>														
	This appraisal is made <input checked="" type="checkbox"/> "as is", <input type="checkbox"/> subject to completion per plans and specifications on the basis of a Hypothetical Condition that the improvements have been completed, <input type="checkbox"/> subject to the following repairs or alterations on the basis of a Hypothetical Condition that the repairs or alterations have been completed, <input type="checkbox"/> subject to the following required inspection based on the Extraordinary Assumption that the condition or deficiency does not require alteration or repair: <u>See attached addendum</u>														
ATTACHMENTS	<input checked="" type="checkbox"/> This report is also subject to other Hypothetical Conditions and/or Extraordinary Assumptions as specified in the attached addenda.														
	Based on the degree of inspection of the subject property, as indicated below, defined Scope of Work, Statement of Assumptions and Limiting Conditions, and Appraiser's Certifications, my (our) Opinion of the Market Value (or other specified value type), as defined herein, of the real property that is the subject of this report is: \$ <u>970,000</u>, as of: <u>07/02/2019</u>, which is the effective date of this appraisal. If indicated above, this Opinion of Value is subject to Hypothetical Conditions and/or Extraordinary Assumptions included in this report. See attached addenda.														
	A true and complete copy of this report contains <u>18</u> pages, including exhibits which are considered an integral part of the report. This appraisal report may not be properly understood without reference to the information contained in the complete report.														
SIGNATURES	Attached Exhibits:														
	<input checked="" type="checkbox"/> Scope of Work <input checked="" type="checkbox"/> Limiting Cond./Certifications <input checked="" type="checkbox"/> Narrative Addendum <input checked="" type="checkbox"/> Photograph Addenda <input checked="" type="checkbox"/> Sketch Addendum <input checked="" type="checkbox"/> Map Addenda <input checked="" type="checkbox"/> Additional Sales <input type="checkbox"/> Additional Rentals <input type="checkbox"/> Flood Addendum <input checked="" type="checkbox"/> Hypothetical Conditions <input type="checkbox"/> Extraordinary Assumptions <input type="checkbox"/> Budget Analysis <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>														
	Client Contact: <u>Sarah Hoffman</u>						Client Name: <u>Zacks, Freedman & Patterson, PC</u>								
E-Mail: <u>sarah@zfpw.com</u>						Address: <u>235 Montgomery Street, Suite 400, San Francisco, CA 94104</u>									
APPRaiser						SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)									
Appraiser Name: <u>Trisha C. Mau</u> Company: <u>Walkup Clark & Associates</u> Phone: <u>(415) 731-9601</u> Fax: _____ E-Mail: <u>tmau@walkupclark.com</u> Date of Report (Signature): <u>08/14/2019</u> License or Certification #: <u>AG028651</u> State: <u>CA</u> Designation: _____ Expiration Date of License or Certification: <u>01/29/2020</u> Inspection of Subject: <input checked="" type="checkbox"/> Interior & Exterior <input type="checkbox"/> Exterior Only <input type="checkbox"/> None Date of Inspection: <u>07/02/2019</u>						Supervisory or Co-Appraiser Name: _____ Company: _____ Phone: _____ Fax: _____ E-Mail: _____ Date of Report (Signature): _____ License or Certification #: _____ State: _____ Designation: _____ Expiration Date of License or Certification: _____ Inspection of Subject: <input type="checkbox"/> Interior & Exterior <input type="checkbox"/> Exterior Only <input type="checkbox"/> None Date of Inspection: _____									



ADDITIONAL COMPARABLE SALES

File No.: 19G001CTC

FEATURE	SUBJECT	COMPARABLE SALE # 4			COMPARABLE SALE # 5			COMPARABLE SALE # 6		
Address	552 Hill St San Francisco, CA 94114	2 Fair Oaks St Apt 2 San Francisco, CA 94110			674 Castro St # A San Francisco, CA 94114			676 Castro St # A San Francisco, CA 94114		
Project Phase	552-554 Hill St 1	2 Fair Oaks St 1			672-676 Castro St 1			672-676 Castro St 1		
Proximity to Subject		0.50 miles E			0.19 miles NW			0.19 miles NW		
Sale Price	\$	\$ 1,100,000			\$ 995,000			\$ 1,050,000		
Sale Price/GLA	\$ /sq.ft.	\$ 1,116.75 /sq.ft.			\$ 995.00 /sq.ft.			\$ 1,050.00 /sq.ft.		
Data Source(s)	Inspection	SF.MLS#476609;DOM 124			SF.MLS#484573;DOM 42			SF.MLS#484575;DOM 19		
Verification Source(s)	NDCData/MLS	ParQuest/DOC#K73100497			ParQuest/DOC#K78900788			ParQuest/DOC#K79600316		
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) \$ Adjust.	DESCRIPTION	+(-) \$ Adjust.	DESCRIPTION	+(-) \$ Adjust.	DESCRIPTION	+(-) \$ Adjust.	
Sales or Financing Concessions		ArmLth Conv;0		ArmLth Conv;0		ArmLth Conv;0		ArmLth Conv;0		
Date of Sale/Time	N/A	02/14/2019 COE			06/28/2019 COE			07/22/2019 COE		
Rights Appraised	Fee Simple	Fee simple			Fee simple			Fee simple		
Location	Avg-Good	Avg-Good			Avg-Good			Avg-Good		
HOA Fees (\$/Month)	0	606			300			300		
Common Elements and Recreational Facilities	None Significant	None Significant			None Significant			None Significant		
Floor Location	1st/Bottom	3rd/Top -15,000			2nd/Middle			2nd/Top -15,000		
View	None Significant	None Significant			None Significant			None Significant		
Design (Style)	Traditional	Traditional			Traditional			Traditional		
Quality of Construction	Avg-Good	Avg-Good			Avg-Good			Avg-Good		
Age	115	90			119			119		
Condition	Avg-Good	Good -50,000			Good -50,000			Good -50,000		
Above Grade Room Count	Total Bdrms Baths	Total Bdrms Baths		Total Bdrms Baths		Total Bdrms Baths		Total Bdrms Baths		
	4 2 1	4 2 1		5 2 1		5 2 1		5 2 1		
Gross Living Area	746 sq.ft.	985 sq.ft. -47,800			1,000 sq.ft. -50,800			1,000 sq.ft. -50,800		
Basement & Finished Rooms Below Grade	None	None			None			None		
Functional Utility	Average	Average			Average			Average		
Heating/Cooling	Bsbd/None	Bsbd/None			FAU/None			FAU/None		
Energy Efficient Items	Standard	Standard			Standard			Standard		
Parking	No Parking	1 Car Garage -45,000			No Parking			No Parking		
Porch/Patio/Deck	Deck	Deck			None			None		
Kitchen/Bath	Modern/Good	Modern/Good			Modern/Good			Modern/Good		
Project Size	2 Units	4 Units			5 Units			5 Units		
Amenities	In-Unit Laundry	In-Unit Laundry			In-Unit Laundry			In-Unit Laundry		
Other	"As If" Vacant	None			2018 Ellis +10,000			2018 Ellis +10,000		
Net Adjustment (Total)		<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -157,800			<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -90,800			<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -105,800		
Adjusted Sale Price of Comparables		\$ 942,200			\$ 904,200			\$ 944,200		

SALES COMPARISON APPROACH

Summary of Sales Comparison Approach

Supplemental Addendum

File No. 19G001CTC

Borrower	N/A						
Property Address	552 Hill St						
City	San Francisco	County	San Francisco	State	CA	Zip Code	94114
Lender/Client	Zacks, Freedman & Patterson, PC						

SCOPE OF WORK

THE FOLLOWING IS A DESCRIPTION OF THE WORK UNDERTAKEN IN THE COURSE OF COMPLETING THIS APPRAISAL:

STATE THE PROBLEM: AN APPRAISAL ASSIGNMENT WAS NEGOTIATED BETWEEN THE APPRAISER(S) AND THE CLIENT. THE ASSIGNMENT REQUIRED AGREEMENT BETWEEN THE PARTIES ON THE PURPOSE OF THE APPRAISAL, THE TYPE OF APPRAISAL AND THE TYPE OF REPORT THAT WOULD BE ADEQUATE FOR THE PURPOSE AS UNDERSTOOD BY THE APPRAISER(S), THE APPRAISER(S) COMPENSATION FOR COMPLETING THE ASSIGNMENT, AND THE PROJECTED DELIVERY DATE, AND DELIVERY PLACE FOR THE APPRAISAL REPORT.

THE PURPOSE IS TO ESTIMATE MARKET VALUE OF THE FEE SIMPLE INTEREST OF THE SUBJECT DESCRIBED IN THIS REPORT FOR PLANNING DEPARTMENT REQUEST FOR CONDITIONAL USE AUTHORIZATION ONLY.

THIS APPRAISAL HAS BEEN COMPLETED AT THE REQUEST OF THE CLIENT AND IS INTENDED FOR THEIR SOLE USE. THIS IS AN APPRAISAL REPORT, WITH ADDITIONAL INFORMATION IN THE APPRAISERS' FILE. THIS APPRAISAL REPORT HAS BEEN COMPLETED WITHIN USPAP GUIDELINES. THE APPRAISER ATTESTS THAT HE OR SHE HAS THE APPROPRIATE KNOWLEDGE AND EXPERIENCE NECESSARY TO COMPLETE THIS ASSIGNMENT COMPETENTLY.

HYPOTHETICAL CONDITION: THE APPRAISAL IS MADE WITH THE HYPOTHETICAL CONDITION THAT THE SUBJECT IS A MARKETABLE "AS IF" VACANT UNIT, AS TENANCY IN COMMON (TIC), WITH APPROVED CONDITIONAL USE AUTHORIZATION BY THE SAN FRANCISCO PLANNING DEPT.

DEFINITION OF MARKET VALUE: THE DICTIONARY OF REAL ESTATE APPRAISAL, STATES MARKET VALUE IS THE MOST PROBABLE PRICE WHICH A PROPERTY SHOULD BRING IN A COMPETITIVE AND OPEN MARKET UNDER ALL CONDITIONS REQUISITE TO A FAIR SALE, THE BUYER AND SELLER EACH ACTING PRUDENTLY, KNOWLEDGEABLY, AND ASSUMING THE PRICE IS NOT AFFECTED BY UNDUE STIMULUS.

CONSIDER THE DATA NEEDED: A VARIETY OF DATA WAS NEEDED TO UNDERTAKE THE ASSIGNMENT INCLUDING GENERAL DATA ABOUT THE NATION, THE REGION, THE GOVERNING AUTHORITY AND THE MARKET AREA, AS WELL AS DATA ABOUT THE SUBJECT SITE AND IMPROVEMENTS. DATA RELEVANT TO EACH APPROACH TO VALUE WAS DEVELOPED FOR COSTS, SALES, INCOME, AND EXPENSES.

DATA UTILIZED IN THIS REPORT WAS ASSEMBLED USING THE FOLLOWING SOURCES; PUBLIC RECORD, RECORDS MAINTAINED BY AND INTERVIEWS GRANTED BY MARKET PARTICIPANTS, RECORDS OF LOCAL BOARDS OF REALTY AND MULTIPLE LISTING SERVICES, DATA SITES MAINTAINED BY CITY, COUNTY, REGIONAL, AND STATE GOVERNMENT, DATA SITES MAINTAINED BY SERVICE AND BUSINESS GROUPS SEARCHED AT THIS TIME AND PREVIOUSLY. RESULTS WERE BOTH SELECTED AND EDITED AGAINST A STANDARD OF PROVIDING AN ADEQUATE LEVEL OF REPORTING TO SUPPORT THE ANALYSIS AND CONCLUSIONS DEVELOPED, WITH AN EYE ON THE AGREEMENTS MADE WITH THE CLIENT AND OUR RESPONSIBILITIES UNDER USPAP.

INSPECT THE PROPERTIES/EXTRAORDINARY ASSUMPTION: THE APPRAISER CONDUCTED AN INSPECTION OF THE INTERIOR AND EXTERIOR OF THE SUBJECT PROPERTY, AND AN INSPECTION OF THE EXTERIOR OF THE COMPARABLE PROPERTIES. IN SOME CASES PHOTOS OF THE COMPARABLE PROPERTIES ARE FROM OTHER SOURCES SUCH AS MLS. THE APPRAISER HAS PROVIDED A SKETCH IN THIS APPRAISAL REPORT TO SHOW THE APPROXIMATE DIMENSIONS OF THE SUBJECT IMPROVEMENTS. IT IS INCLUDED ONLY TO ASSIST THE READER IN VISUALIZING THE PROPERTY AND UNDERSTANDING THE APPRAISER'S DETERMINATION OF ITS SIZE. THE APPRAISER IS NOT AN EXPERT IN SURVEYING.

DETERMINE THE HIGHEST AND BEST USE: THE APPRAISERS IDENTIFIED THE PERTINENT FACTORS APPLICABLE TO THE SUBJECT PROPERTY "AS-IF" IT LACKED IMPROVEMENTS BUT WAS READY FOR DEVELOPMENT. THEY FORMED AN OPINION OF THE REASONABLE, PROBABLE, AND LEGAL USE OF IT AS VACANT LAND OR UNIMPROVED PROPERTY WITH THE INTENTION THAT THIS USE MUST MEET THE STANDARDS OF LEGAL PERMISSIBILITY, PHYSICAL POSSIBILITY, FINANCIAL FEASIBILITY AND MAXIMUM PRODUCTIVITY.

IN KEEPING WITH THE PURPOSE OF THIS APPRAISAL AND THE REQUIREMENTS OF THE CLIENT, A LIMITED DEGREE OF RESEARCH AND ANALYSIS WAS INVESTED IN THE "AS-IF" VACANT AND READY FOR DEVELOPMENT HIGHEST AND BEST USE. A MUCH HIGHER DEGREE OF RESEARCH AND ANALYSIS WOULD BE REQUIRED TO FIRST PREDICT THE CONSEQUENCES OF DEMOLISHING THE SUBJECT IMPROVEMENTS AND THEN TO VISUALIZE WHAT IMPROVEMENTS WOULD BE MOST LIKELY TO MEET THE "AS-IF" VACANT AND READY FOR DEVELOPMENT HIGHEST AND BEST USE CRITERIA. THAT STUDY WAS CONSIDERED BEYOND THE SCOPE OF THIS REPORT, HENCE A PRELIMINARY FINDING WAS OFFERED HERE FOR THE "AS-IF" VACANT AND READY FOR DEVELOPMENT HIGHEST AND BEST USE.

THE HIGHEST AND BEST USE ANALYSIS PRESENTED IN THIS APPRAISAL IS NOT INTENDED TO BE AN EXHAUSTIVE ANALYSIS OF EVERY POSSIBLE USE FOR THE SUBJECT. RATHER, IT IS INTENDED TO PROVIDE SUFFICIENT ANALYSIS OF THE MOST LIKELY AND MOST REASONABLE ALTERNATIVES FOR THE SUBJECT. THE SITE IS PHYSICALLY POSSIBLE BEING SERVED BY NECESSARY UTILITIES. THE APPRAISERS ARE NOT AWARE OF ANY ADVERSE SOIL CONDITION. THE IMPROVEMENTS ARE LEGAL PERMISSIBILITY, WHICH IS CLOSELY TIED TO ZONING. THE CITY HAS APPROVED THE EXISTING STRUCTURE. THE IMPROVEMENTS ARE FINANCIALLY FEASIBLE. A CLEAR PATTERN OF MARKET ACCEPTANCE FOR THIS USE WAS NOTED. THE IMPROVEMENTS ARE MAXIMUM PRODUCTIVE.

THE EXISTING IMPROVEMENTS ARE CONSIDERED TO REPRESENT THE "AS IS" HIGHEST AND BEST USE FOR THE SUBJECT, AS IMPROVED. THE IMPROVEMENTS ARE QUITE FUNCTIONAL AND IN REASONABLE CONDITION, AND THE CURRENT USE CONFORMS TO THE SURROUNDING USES IN THE SUBJECT'S NEIGHBORHOOD.

DETERMINE THE APPROPRIATE APPROACHES TO VALUE: THE THREE APPROACHES TO VALUE WERE CONSIDERED: THE COST APPROACH, THE SALES COMPARISON APPROACH, AND THE INCOME APPROACH. THE APPROPRIATE APPROACHES TO VALUE WERE SELECTED AND DEVELOPED. WHEN AN APPROACH WAS OMITTED AN EXPLANATION WAS PRESENTED. UNLESS OTHERWISE SPECIFICALLY STATED, THE THREE APPROACHES TO VALUE WERE ALL FOUND TO BE APPROPRIATE.

EXPOSURE TIME FOR THE SUBJECT PROPERTY: THE ESTIMATED EXPOSURE TIME FOR THE SUBJECT PROPERTY UNDER

Supplemental Addendum

File No. 19G001CTC

Borrower	N/A						
Property Address	552 Hill St						
City	San Francisco	County	San Francisco	State	CA	Zip Code	94114
Lender/Client	Zacks, Freedman & Patterson, PC						

CURRENT MARKET CONDITIONS IS APPROXIMATELY 1-3 MONTHS. THIS ESTIMATE IS BASED ON THE ANALYSIS OF CURRENT MARKET TRENDS IN THE GENERAL AREA, AND TAKES INTO CONSIDERATION THE SIZE, CONDITION, AND PRICE RANGE OF THE SUBJECT AND SURROUNDING PROPERTIES.

• Neighborhood - Market Conditions

OPEN MARKET SALES WITH CONVENTIONAL FINANCING AND NO SIGNIFICANT CONCESSIONS ARE THE NORM IN THIS MARKET. TYPICAL TERMS ARE 80% LOANS WITH ALL CASH TO SELLER. IN SOME INSTANCES, THE SELLER MAY CARRY BACK A SMALL SECOND LOAN. 2008 AND 2009 SAW A DECREASE IN MARKET VALUES THROUGHOUT THE BAY AREA AND THE NATION DUE TO INCREASING LOAN DEFAULTS. A GENERAL WEAKENING OF THE ECONOMY COUPLED WITH FALLING PRICES IN THE NATIONAL HOUSING MARKET HAVE ALSO TIGHTENED LENDING STANDARDS IN GENERAL, HOWEVER FINANCING IS STILL AVAILABLE FOR QUALIFIED BUYERS. SAN FRANCISCO, IN GENERAL, HAD FOLLOWED THIS DOWNWARD TREND THROUGH 2010 AND SHOWED EVIDENCE OF STABILIZATION IN MANY NEIGHBORHOODS THROUGHOUT 2011 AND INTO 2012. 2013 SAW A STABLE INCREASE TO PROPERTY VALUES THROUGHOUT THE SF BAY AREA, THAT CONTINUED THROUGH 2014 & INTO 2015 ALTHOUGH PLATEAUED OFF IN MANY SECTORS OF THE MARKET IN THE LATTER HALF OF 2015. 2016 TO CURRENT HAS REMAINED OVERALL STABLE.

MARKET DATA IS CONSIDERED TO PROVIDE APPROPRIATE INDICATIONS OF THE CURRENT MARKET ENVIRONMENT; HOWEVER, THE APPRAISER NOTES THAT CURRENT AND RECENT SALE DATA PROVIDE NO INDICATIONS OF VALUE FOR THE SUBJECT IN THE FUTURE.

• Conditions of Appraisal

NO PERSONAL PROPERTY INCLUDED IN THE APPRAISED VALUE. A CURRENT PRELIMINARY TITLE REPORT WAS NOT REVIEWED. THE ESTIMATE OF VALUE IS MADE UPON THE CONDITION THAT TITLE TO THE SUBJECT PROPERTY IS MARKETABLE, AND FREE AND CLEAR OF ALL LIENS, ENCUMBRANCES, EASEMENT AND RESTRICTIONS EXCEPT THOSE SPECIFICALLY DISCUSSED IN THIS REPORT. ADDITIONALLY, THE ESTIMATE OF VALUE IS MADE UPON THE SUBJECT PROPERTY ONLY AS DESCRIBED IN THIS REPORT. THIS IS NOT A HOME INSPECTION AND SHOULD NOT BE RELIED UPON TO DISCLOSE CONDITIONS OF THE PROPERTY. ANY PHYSICAL OR LEGAL ASPECTS OF THE SUBJECT PROPERTY UNKNOWN TO THE APPRAISER AT THIS TIME MAY REQUIRE FURTHER ANALYSIS. THE APPRAISERS ARE NOT EXPERTS IN BUILDING CODES. THE APPRAISER SHOULD NOT BE RELIED UPON TO DISCOVER BUILDING CODE VIOLATIONS. THE APPRAISER DOES NOT HAVE THE SKILL OR EXPERTISE NEEDED TO MAKE SUCH DISCOVERIES. IT IS ASSUMED BY THE APPRAISERS THAT ALL BUILDING CONSTRUCTION DOES AND WILL CONFORM TO CITY BUILDING CODES. THE APPRAISER ASSUMES NO RESPONSIBILITY FOR THESE ITEMS. THE APPRAISAL HAS BEEN COMPLETED TO ASSIST IN PLANNING DEPARTMENT REQUEST FOR CONDITIONAL USE AUTHORIZATION, FOR THE SOLE USE OF THE CLIENT LISTED ON PAGE ONE.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale. (Source: FDIC Interagency Appraisal and Evaluation Guidelines, October 27, 1994.)

* Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF LIMITING CONDITIONS AND CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is valued on the basis of it being under responsible ownership.
2. Any sketch provided in the appraisal report may show approximate dimensions of the improvements and is included only to assist the reader of the report in visualizing the property. The appraiser has made no survey of the property.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. Any distribution of valuation between land and improvements in the report applies only under the existing program of utilization. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
5. The appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous waste, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. This appraisal report must not be considered an environmental assessment of the subject property.
6. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
7. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.
8. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
9. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.
10. The appraiser is not an employee of the company or individual(s) ordering this report and compensation is not contingent upon the reporting of a predetermined value or direction of value or upon an action or event resulting from the analysis, opinions, conclusions, or the use of this report. This assignment is not based on a required minimum, specific valuation, or the approval of a loan.

CERTIFICATION: The appraiser certifies and agrees that:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. I have performed NO prior services regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
9. Unless otherwise indicated, I have made a personal inspection of the interior and exterior areas of the property that is the subject of this report, and the exteriors of all properties listed as comparables.
10. Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

ADDRESS OF PROPERTY ANALYZED: 552 Hill St, San Francisco, CA 94114

APPRAISER:

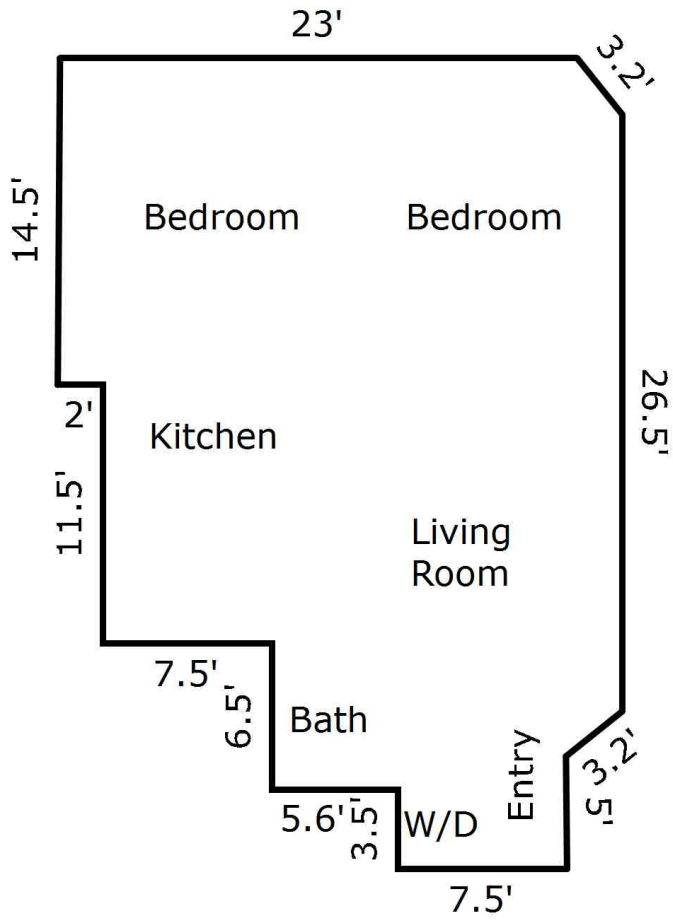
Signature: 
 Name: Trisha C. Mau
 Title: _____
 State Certification #: AG028651
 or State License #: _____
 State: CA Expiration Date of Certification or License: 01/29/2020
 Date Signed: 08/14/2019

SUPERVISORY or CO-APPRAISER (if applicable):

Signature: _____
 Name: _____
 State Certification #: _____
 or State License #: _____
 State: _____ Expiration Date of Certification or License: _____
 Date Signed: _____
 Did Did Not Inspect Property

Building Sketch

Borrower	N/A						
Property Address	552 Hill St						
City	San Francisco	County	San Francisco	State	CA	Zip Code	94114
Lender/Client	Zacks, Freedman & Patterson, PC						



TOTAL Sketch by a la mode, inc.

Area Calculations Summary

Living Area

First Floor	746.1 Sq ft
Total Living Area (Rounded):	746 Sq ft

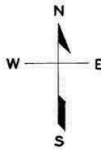
Plat Map

Borrower	N/A		
Property Address	552 Hill St		
City	San Francisco	County San Francisco	State CA Zip Code 94114
Lender/Client	Zacks, Freedman & Patterson, PC		

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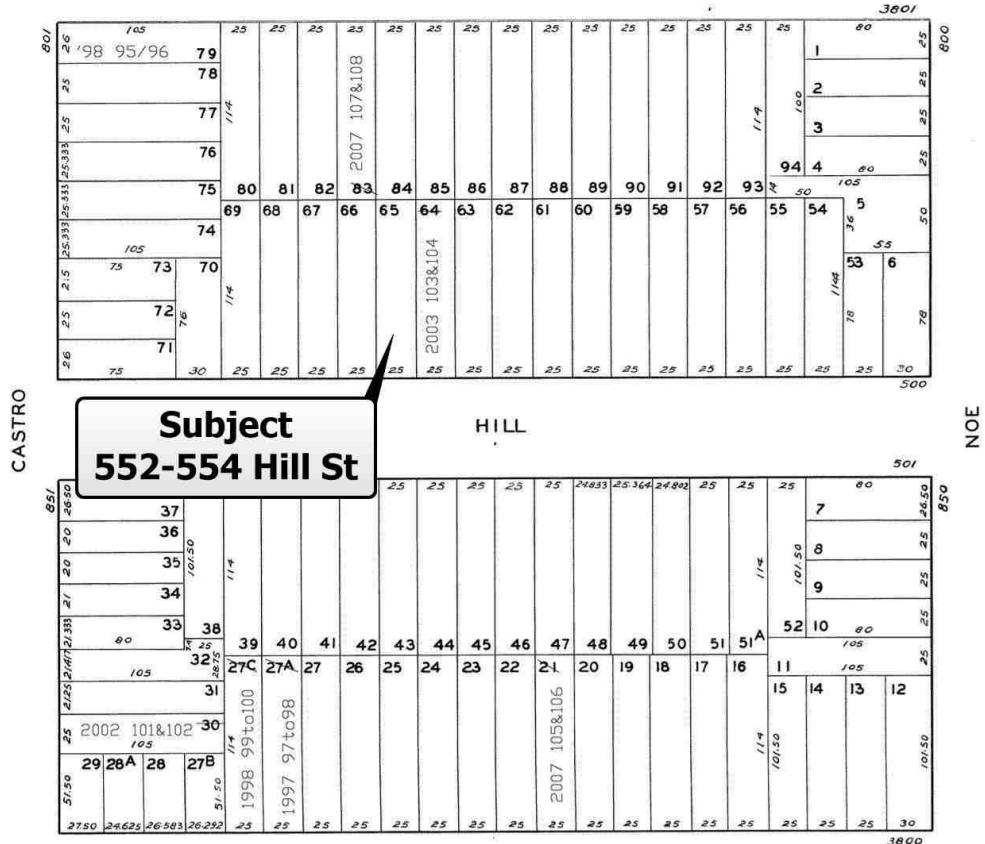
MISSION BLK. 110
 Revised 1997
 Revised 1998
 Revised 2002
 Revised 2003
 Revised 2007



LOTS MERGED

lot27A into lots97to98 for 1997 roll
 lot79 into lots95to96 for 1998 roll
 lot27C into lots99to100 for 1998 roll
 lot30 into lots101&102 for 2002 roll
 lot64 into lots103&104 for 2003 roll
 lot21 into lots105&106 for 2007 roll
 lot83 into lots107&108 for 2007 roll

21 ST



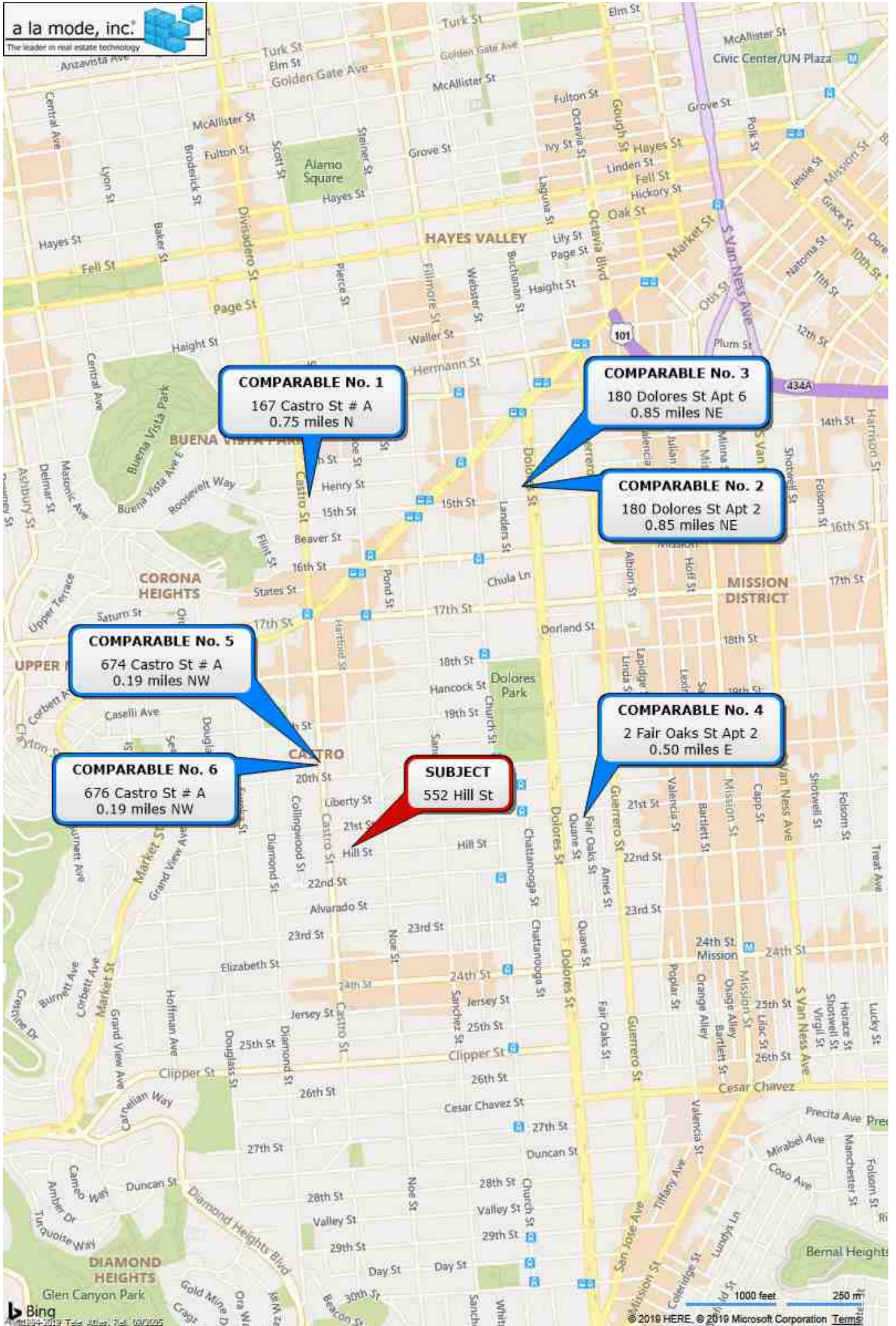
Subject
552-554 Hill St

22 ND

<p>3874-3876 22ND ST. A CONDOMINIUM</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><th>LOT</th><th>UNIT</th><th>% COMM. AREA</th></tr> <tr><td>97</td><td>3874</td><td>47.93</td></tr> <tr><td>98</td><td>3876</td><td>52.07</td></tr> </table>	LOT	UNIT	% COMM. AREA	97	3874	47.93	98	3876	52.07	<p>885-887 CASTRO ST. A CONDOMINIUM</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><th>LOT</th><th>UNIT</th><th>% COMM. AREA</th></tr> <tr><td>101</td><td>885</td><td>70.00</td></tr> <tr><td>102</td><td>887</td><td>30.00</td></tr> </table>	LOT	UNIT	% COMM. AREA	101	885	70.00	102	887	30.00	<p>801-803 CASTRO ST. A CONDOMINIUM</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><th>LOT</th><th>UNIT</th><th>% COMM. AREA</th></tr> <tr><td>95</td><td>801</td><td>48</td></tr> <tr><td>96</td><td>803</td><td>52</td></tr> </table>	LOT	UNIT	% COMM. AREA	95	801	48	96	803	52	<p>3878-3880 22ND ST. A CONDOMINIUM</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><th>LOT</th><th>UNIT</th><th>% COMM. AREA</th></tr> <tr><td>99</td><td>3878</td><td>52</td></tr> <tr><td>100</td><td>3850</td><td>48</td></tr> </table>	LOT	UNIT	% COMM. AREA	99	3878	52	100	3850	48
LOT	UNIT	% COMM. AREA																																					
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Location Map

Borrower	N/A				
Property Address	552 Hill St				
City	San Francisco	County San Francisco	State CA	Zip Code 94114	
Lender/Client	Zacks, Freedman & Patterson, PC				



Subject Photo Page

Borrower	N/A						
Property Address	552 Hill St						
City	San Francisco	County	San Francisco	State	CA	Zip Code	94114
Lender/Client	Zacks, Freedman & Patterson, PC						



Subject Front

552 Hill St	
Sales Price	
G.L.A.	746
Tot. Rooms	4
Tot. Bedrms.	2
Tot. Bathrms.	1
Location	Avg-Good
View	None Significant
Site	Adequate
Quality	Avg-Good
Age	115



Subject Street



Rear View

Subject Photos interior (Ground Fl - Unit#552)

Borrower	N/A				
Property Address	552 Hill St				
City	San Francisco	County	San Francisco	State	CA Zip Code 94114
Lender/Client	Zacks, Freedman & Patterson, PC				



Living Area

552 Hill St

746

4

2

1

Avg-Good

None Significant

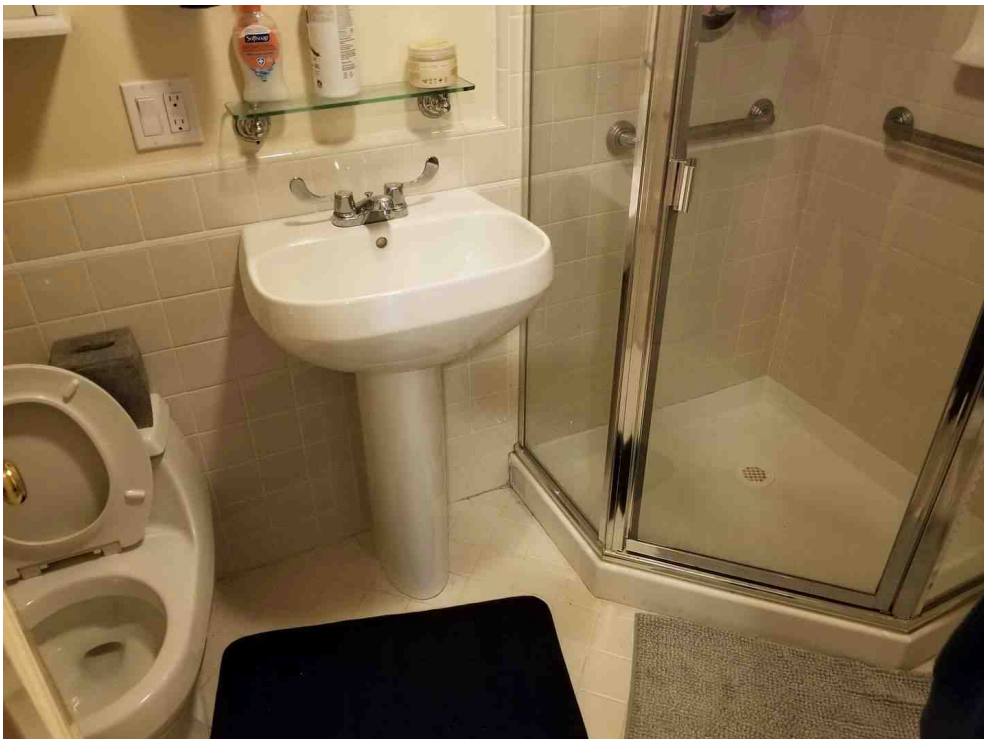
Adequate

Avg-Good

115



Kitchen



Bathroom

Comparable Photo Page

Borrower	N/A			
Property Address	552 Hill St			
City	San Francisco	County San Francisco	State CA	Zip Code 94114
Lender/Client	Zacks, Freedman & Patterson, PC			



Comparable 1

167 Castro St # A
 Proximity 0.75 miles N
 Sale Price 958,800
 GLA 705
 Total Rooms 4
 Total Bedrms 2
 Total Bathrms 1
 Avg-Good/Traff
 View None Significant
 Site Adequate
 Quality Avg-Good
 Age 119



Comparable 2

180 Dolores St Apt 2
 Proximity 0.85 miles NE
 Sale Price 1,050,000
 GLA 844
 Total Rooms 4
 Total Bedrms 2
 Total Bathrms 2
 Location Avg-Good/Traff
 View None Significant
 Site Adequate
 Quality Avg-Good
 Age 98



Comparable 3

180 Dolores St Apt 6
 Proximity 0.85 miles NE
 Sale Price 1,094,500
 GLA 844
 Total Rooms 4
 Total Bedrms 2
 Total Bathrms 2
 Location Avg-Good/Traff
 View None Significant
 Site Adequate
 Quality Avg-Good
 Age 98

Comparable Photo Page

Borrower	N/A			
Property Address	552 Hill St			
City	San Francisco	County San Francisco	State CA	Zip Code 94114
Lender/Client	Zacks, Freedman & Patterson, PC			



Comparable 4

2 Fair Oaks St Apt 2	
Proximity	0.50 miles E
Sale Price	1,100,000
GLA	985
Total Rooms	4
Total Bedrms	2
Total Bathrms	1
Location	Avg-Good
View	None Significant
Site	Adequate
Quality	Avg-Good
Age	90



Comparable 5

674 Castro St # A	
Proximity	0.19 miles NW
Sale Price	995,000
GLA	1,000
Total Rooms	5
Total Bedrms	2
Total Bathrms	1
Location	Avg-Good
View	None Significant
Site	Adequate
Quality	Avg-Good
Age	119



Comparable 6

676 Castro St # A	
Proximity	0.19 miles NW
Sale Price	1,050,000
GLA	1,000
Total Rooms	5
Total Bedrms	2
Total Bathrms	1
Location	Avg-Good
View	None Significant
Site	Adequate
Quality	Avg-Good
Age	119

Appraiser License



Business, Consumer Services & Housing Agency
BUREAU OF REAL ESTATE APPRAISERS
REAL ESTATE APPRAISER LICENSE

Trisha C. Mau

has successfully met the requirements for a license as a residential and commercial real estate appraiser in the State of California and is, therefore, entitled to use the title:

“Certified General Real Estate Appraiser”

This license has been issued in accordance with the provisions of the Real Estate Appraisers' Licensing and Certification Law.

BREA APPRAISER IDENTIFICATION NUMBER: AG 028651

Effective Date: January 30, 2018
Date Expires: January 29, 2020


Jim Martin, Bureau Chief, BREA

3038728

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD UP TO LIGHT TO SEE "CHAIN LINK"

ZACKS, FREEDMAN & PATTERSON

A PROFESSIONAL CORPORATION

235 Montgomery Street, Suite 400
San Francisco, California 94104
Telephone (415) 956-8100
Facsimile (415) 288-9755
www.zfplaw.com

February 20, 2020

VIA U.S. MAIL AND EMAIL

President Joel Koppel
San Francisco Planning Commission
c/o David Winslow, Staff Architect
1650 Mission Street, Suite 400
San Francisco, CA 94103

Re: 552-554 Hill Street - Case No. 2019-000013
Conditional Use Authorization

Dear President Koppel and Commissioners:

My name is Bob Roddick, and I'm the Applicant for this Conditional Use Authorization application. I own 552-554 Hill Street, San Francisco and have lived there for most of my life. My late wife's family purchased the property from the original builder/owner in 1922 and the family has lived here ever since.

I am a former San Francisco firefighter. I sustained serious spinal injuries in the line of duty which are degenerative and life-limiting. After this injury ended my career as a firefighter I became an estate planning attorney, and have practiced in Noe Valley since 1978. For over twenty years, I served as President of the Noe Valley Merchants and Professional Association and was on the San Francisco Council of District Merchants. I also helped form the Noe Valley Association (Noe Valley's Community Benefit District) and have served as its chairperson since it began.

On the advice of my doctor, I applied for permits to install an elevator and reconfigure my home to ensure that I would be able to continue living there as my spinal condition progressed. (A copy of my doctor's letter is attached as Exhibit A.) From December 2003 through February 2006, my contractors renovated my home to install an elevator (the "Project.").

As part of the Project, the lower unit (552 Hill Street) was changed from two floors to one floor. The upper unit (554 Hill Street) was changed from one floor to two floors. My understanding is that the units were reconfigured in this way because the Code does not allow an elevator to connect two separate units. At the time, § 317 of the Planning Code did not exist, and no Conditional Use Authorization would have been required to reconfigure the units in this way.

My contractors were in charge of the permitting for the Project and applied for all the permits related to the Project.

DBI issued a Certificate of Final Completion and Occupancy (the "CFC") for the work on March 29, 2006. (Attached as Exhibit B.) When the CFC was issued, there were two kitchens at the property: one on the first floor serving 552 Hill Street; and one on the second floor serving 554 Hill Street. All the interior renovations at my home, including the unit reconfiguration, were inspected and signed off before the CFC was issued.

The City has said it cannot find a permit for the unit reconfiguration. However, electrical and plumbing permits were issued and completed for the work to add a kitchen at the first floor. (Attached as Exhibit C.) In October 2018, the District Electrical Inspector and Senior Electrical Inspector Paul Ortiz inspected the lower unit and confirmed that the electrical elements – including the kitchen wiring – were all installed prior to issuance of the CFC. I believed that my contractors had obtained all the necessary permits and submitted correct plans to the City.

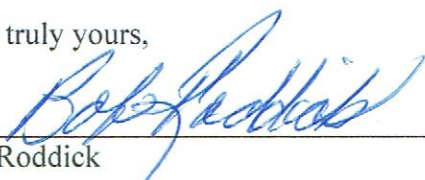
Since the elevator was installed, I have continued to live at the upper unit of the property. I rented the lower unit to tenants, and it is currently tenant-occupied. I have never evicted tenants from this unit.

On March 28, 2018, I received a Notice of Enforcement (the "NOE"). In the NOE, the Planning Department alleged that I had merged two units at the Subject Property and added a "third smaller unit in the rear yard." The alleged "unit" in the rear yard is a small, 2.5' deep greenhouse, which is indicative of the absurdity of this enforcement case.

There have always been two units at the property, and the reconfiguration of the units occurred as part of the Project, prior to the CFC being issued. At every stage of the Project I acted in good faith and in the belief that my contractors had obtained all necessary permits and that the Project plans were correct. Although I disagree with the enforcement action, I brought this application in a spirit of collaboration to try and resolve the issues associated with the documentation of the Project.

I respectfully request that the Planning Commission approve this Conditional Use Authorization application, in order to document the full scope of work that occurred in 2003–2006.

Very truly yours,



Bob Roddick

EXHIBIT A

The Permanente Medical Group, Inc.

DEPARTMENT OF MEDICINE
2238 Geary Blvd
San Francisco CA 94115-3416
Dept: 415-833-2200
Main: 415-833-2000

July 26, 2018

Re: Robert T Roddick
554 Hill St
San Francisco CA 94114

To whom it may concern,

Mr. Roddick has been a patient of mine since April of 2016. He reports multiple spinal injuries in the course of his duties as a San Francisco firefighter in the 1970s, that have impaired his ability to walk, and he may eventually require the use of a wheelchair. His previous spine specialist has retired, and we are currently in the process of acquiring medical records of his injuries, as well as follow up studies on his medical condition.

Thank you for your patience.

Sincerely,



VINCENT TAK-HUANG WONG DO

EXHIBIT B



City and County of San Francisco
Department of Building Inspection

CERTIFICATE OF FINAL COMPLETION AND OCCUPANCY

LOCATION: 552-554 Hill St (number) (street) 3022/005 (block and lot)

Permit Application No: 200600285570 Type of Construction: NA Stories: 3 Dwelling Units: 2

Basements: _____ Occupancy Classification: B3 No. of Guestrooms: 0 with cooking facilities: 2

Description of Construction: ALTERIOR REMODEL W/ ADDITIONAL (4) 3 STORY
ELEVATOR & 1/2 BATH PER APPROVED PLANS ISSUED UNDER
PERMIT # 200310313258

To the best of our knowledge, the construction described above has been completed and, effective as of the date the building permit application was filed, conforms both to the Ordinances of the City and County of San Francisco and to the Laws of the State of California. The above referenced occupancy classification is approved pursuant to Section 109 of the San Francisco Building Code.

A change in the use or occupancy of these premises--or any change to the building or premises--could cause the property to be in violation of the Municipal Codes of the City and County of San Francisco and, thereby, would invalidate this Certificate of Final Completion and Occupancy. A copy of this Certificate shall be maintained on the premises and shall be available at all times. Another copy of this Certificate should be kept with your important property documents.

Before making any changes to the structure in the future, please contact the Department of Building Inspection, which will provide advice regarding any change that you wish to make and will assist you in making the change in accordance with the Municipal Codes of the City and County of San Francisco.

Approved: _____ 200 Bureau of Fire Prevention This certificate issued on: 29 March 2006

by: _____ (Signature) _____ (Printed Name)

Approved: NA 200 Department of Public Health by: FRANK CHIU Director of Building Inspection

by: _____ (Signature) _____ (Printed Name), Building Inspector
by: _____ (Signature) _____ (Printed Name), Housing Inspector

Copies: White (original to microfilm); Blue (to property owner); Yellow (to Building Inspector); Pink (to Housing Inspector)

EXHIBIT C



CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF BUILDING INSPECTION
ELECTRICAL INSPECTION DIVISION
 1660 Mission Street
 San Francisco, CA 94103-2414
 Phone:(415)558-6030 Fax:(415)558-6397

ELECTRICAL PERMIT

PERMIT# **E200503244610**

Permit Issued date: **03/24/2005 09:19:21 AM**

Permit Issued By: **CHUNGJANCE**

Printed on: 03/24/2005 09:20:00 AM

JOB LOCATION:

Job Address	Block/Lot/Structure Number	Unit	District
552 HILL ST	3622/065/0		8
554 HILL ST	3622/065/0		8
Occupancy Residential	Floor/Suite LOWER FLOOR		

OWNER:

Owner Name	Phone1	Phone2	Homeowner permit approved by
RODDICK ROBERT T&NANCY L	(415)641-4561		

CONTRACTOR:

Company Name	License	Class	License Exp Date	Business Lic#
BUD OWINGS	691142	B1	30-JUN-06	942533 B1
Address	City	State	Zip Code	Office Phone#
123 JUDSON ST	SAN FRANCISCO	CA	94112	(415)334-5381
Applicant/Occupant Name	Phone			
	() -			

EID Use Only: Building Appln. No 200312313258 Plumbing permit Nc 464577

DESCRIPTION OF WORK:

8 LIGHTS, 10 SWITCHES, 14 RECEPTACLES, 12 CIRCUITS, 1 SUB PANEL, 1 FROM MAIN SERVICE ENTRANCE. LOWER UNIT ALTERATIONS TO EXISTING.

Work Scope Type	# of Equip.	Fees	Fee Amount
NEW ELECTRIC RESISTANCE HEATING SYSTEM IN EXISTING RESIDENTIAL OR COMMERCIAL BUILDING REQUIRES TO OBTAIN A BUILDING PERMIT WITH COMPLIANCE TO CALIFORNIA STATE TITLE-24 ENERGY CODE PRIOR TO INSTALLATION. CALL MECHANICAL PLAN CHECK (415) 558-6133 FOR MORE DETAILS.		PROCESSING FEE	\$20.00
		RESIDENTIAL OPENINGS FEE	\$226.00
		Surcharge	\$15.99
		Total Fees	\$261.99

Yucca 558 6030

FINAL USED 12-0 3/22

SPANCO

E200503244610

552 HILL ST

3622/065/0

Floor/Suite: LOWER FLOOR



CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF BUILDING INSPECTION
ELECTRICAL INSPECTION DIVISION
 1660 Mission Street
 San Francisco, CA 94103-2414
 Phone:(415)558-6030 Fax:(415)558-6397

ELECTRICAL PERMIT PAYMENT RECEIPT

Printed on: 02/28/2006 09:43:59 AM

Payment Date: 02/28/2006

Permit Number: E200503244610

Job Address

Receipt Number: 62815

552 HILL ST

Issued By: Chan Amaris

554 HILL ST

Payment received from:

BUD OWINGS
 123 JUDSON AVE
 SAN FRANCISCO CA 94112

Payment received for the items indicated:

Description	Reason	Payment Amount
ADDITIONAL INSP FEE		\$80.00

SURCHARGE \$0.00

TOTAL \$80.00

CENTRAL PERMIT BUREAU

BY _____

NEW ELECTRIC RESISTANCE HEATING SYSTEM
 IN EXISTING RESIDENTIAL OR COMMERCIAL
 BUILDING REQUIRES TO OBTAIN A BUILDING
 PERMIT WITH COMPLIANCE TO CALIFORNIA
 STATE TITLE-24 ENERGY CODE PRIOR TO
 INSTALLATION. CALL MECHANICAL PLAN
 CHECK (415) 558-6133 FOR MORE DETAILS.

CODE: Gen.
Art 1 400
Sec 3000
 DEPT OF INDUSTRIAL RELATIONS
 Div of IND Safety
 Elec Safety orders
 Group 1
 Art 1
 Sec 3000 #2



CITY AND COUNTY OF SAN FRANCISCO
 DEPARTMENT OF BUILDING INSPECTION
 ELECTRICAL INSPECTION DIVISION
 1660 Mission Street
 San Francisco, CA 94103-2414
 Phone:(415)558-6030 Fax:(415)558-6397

ELECTRICAL PERMIT PAYMENT RECEIPT

Printed on: 03/23/2006 01:38:53 PM

Payment Date: 03/23/2006

Permit Number: E200503244610

Job Address

Receipt Number: 64199

552 HILL ST

Issued By: Simpson Garland

554 HILL ST

Payment received from:

BUD OWINGS

123 JUDSON AV

SF CA 94112

Payment received for the items indicated:

Description	Reason	Payment Amount
ADDITIONAL INSP FEE		\$80.00

SURCHARGE \$0.00

TOTAL \$80.00

CENTRAL PERMIT BUREAU

BY _____

552-577

JOB ADDRESS: 552-554 HULL ST		BLK/LOT	BLDG. USE 423
<input type="checkbox"/> NEW <input checked="" type="checkbox"/> ALT	# STORIES 3	OWNER OF BLDG. ROBERT ROARK	PHONE 415 641 4501
ADDRESS 552-554 HULL ST SF CA 94114			

AMENDMENT TO PERMIT NO.

ZIP CODE

JOB ADDRESS
552 HULL ST

CROSS STREET
JASON ST

I hereby affirm that I am licensed under provisions of Chapter 9 (Commencing with Sec. 7000) of Division 3 of the Business and Professions code, and my license is in full force and effect.

CONTRACTOR'S SIGNATURE [Signature]	DATE 3-24-04	CLASS B	LICENSE # 011142	LIC. EX. DATE 6-30-06
COMPANY NAME BUD OWINGS			BTRC LICENSE 742533	
ADDRESS 123 JASON ST			PHONE 415 324 5351	
CITY SF	STATE CAL	ZIP 94112	FOR OFFICE USE ONLY	

* NOT VALID FOR PERMIT IF ANY EMPLOYEE DESCENDS INTO EXCAVATION DEEPER THAN 5'

NUMBER OF INSPECTIONS REQUIRED: 1 @ EA. = 11.15

PLUMBING PERMIT ISSUANCE FEE: 1 @ EA. = 11.15

WATER PERMIT ISSUANCE FEE: _____

GAS PERMIT ISSUANCE FEE: _____

MECHANICAL PERMIT ISSUANCE FEE: _____

SEWER REPAIR OR TRAP REPLACEMENT FEE: _____

NUMBER OF NEW BOILER INSTALLED _____ @ EA. = _____

SUB-TOTAL: 11.15

CPB PROCESSING FEE: Bldg 2003/12/31/3258

SURCHARGE: 0.45

TOTAL PERMIT FEE: 11.60

JOB ADDRESS

DETACH AND
POST ON
JOB SITE

ROUGH INSPECTION

Date: _____

Sign: _____

FINAL INSPECTION

Date: _____

Sign: _____

NOT VALID UNLESS
DATED AND SIGNED
BY CHIEF PLUMBING
INSPECTOR

DO NOT WRITE BELOW THIS LINE · FOR OFFICIAL USE ONLY

DATE	INSP. INITIALS	REMARKS

NOTICE TO APPLICANT HOLD HARMLESS CLAUSE: The permittee(s) by acceptance of the permit, agree(s) to indemnify and hold harmless the City and County of San Francisco from and against any and all claims, demands and actions for damages resulting from operations under this permit, regardless of negligence of the City and County of San Francisco, and to assume the defense of the City and County of San Francisco against all such claims, demands or actions.

- () I. I have and will maintain a certificate of consent to self-insure for workers' compensation, as provided by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued.
- () II. I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued. My workers' compensation insurance carrier and policy number are: Carrier _____ Policy Number _____
- (X) III. The cost of the work to be done is \$100 or less.
- () IV. I certify that in the performance of the work for which this permit is issued, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California. I further acknowledge that I understand that in the event that I should become subject to the workers' compensation provisions of the Labor Code of California and fail to comply therewith with the provisions of Section 3800 of the Labor Code, that the permit herein applied for shall be deemed revoked.
- () V. I certify as the owner (or the agent for the owner) that in the performance of the work for which this permit is issued, I will employ a contractor who complies with the workers' compensation laws of California and who, prior to the commencement of any work, will file a completed copy of this form with the Central Permit Bureau.

VALID FOR ISSUANCE:

VALID FOR ISSUANCE:

APPROVED DATE

APPROVED DATE

05 MAR 24 AM 10:14

05 MAR 24 AM 10:14

OF USE

OF USE

CONSTITUTE A CHANGE

CONSTITUTE A CHANGE

CHIEF PLUMBING INSPECTOR

CHIEF PLUMBING INSPECTOR

PLEASE MAKE CHECK
PAYABLE TO:
DEPARTMENT OF
BUILDING INSPECTION
1660 MISSION STREET
SAN FRANCISCO, CA 94103

Signature of Applicant or Agent

Date

CONTRACTOR'S COPY

APPLICATION FOR SERVICE INSTALLATION

Size/Type of Service 1" STD C Date Ordered 2-5-04 Date Installed 2/17/04
 Distributor _____
 Meter Size 3/4" 2-5-04 2/17/04
49083124
 Account New Main _____
 Retap Size _____
 Retap Size _____
 Meter Size _____

Plumbing Fixtures	No Fixt	Fixt Units		No Fixt	Fixt Units
Tank WC	3	9	Kit, Sink	1	2
F V WC			Ldy Tray	1	3
F V Urinal			Auto Wash	2	4
Bath/Shower	3	6	Dishwasher	1	1
Basin	4	4	Irrigation		
Hose Bibbs	3	6	Sprink Heads		
			Fire Sprink Heads		
			Fire Hose Reels		

Type of Building 2 STY. OF GAR - 2 UNIT
 Fixture Units 35 GPM _____ Pressure _____
 Inspector _____ Date _____

Tap Directions:

19 Ft. S of N line of HILL
22 1/2 Ft. E of E line of CASTRO
 _____ Ft. _____ of _____ line of _____
 _____ Ft. _____ of _____ line of _____
 _____ Ft. _____ of _____ line of _____
 _____ Ft. _____ of _____ line of _____

Class of Occupancy RESIDENTIAL 554 - UPPER UNIT
 Class of Rating CRS Entered on Map Book _____

SERVICE INSPECTION REPORT

Tap No 225609
 Account No _____
 Street Address 554 HILL ST.
 Property Location UPPER 2 FLOORS
 Stop Cock Directions 2/2
 Meter No 49083124 Size 3/4" Make T
 Reading This Date 02.31.05
 On Occupied
 Off _____ Vacant _____

Class of Building and Occupancy RES.
 (State number of floors, whether offices, stores, apartment houses, flats, residences, etc. If for residential purposes, give No of units or family capacity)

2 STY OVER GARAGE
2 STY UNIT OVER BSM7 UNIT

The above Service and Meter supplies the following
2 STY UPPER UNIT (554 HILL ST.)
S/HB G/S GARAGE, W/S HB IN GARAGE.
BACKYARD HB

(Plumbing test to be made if Service supplies only one unit or a part of the building)

Remarks TAP REF # 043317 FOR BSM7 UNIT
(552 HILL) & N/HB G/S GARAGE

Inspected by PAUL FORZINO Service Dept
 Date 12/16/05

FOR FIRE SERVICE

Service Inspection Report

Water to Meter? YES NO

Are Fire hose reels supplied by this Service?

Are Fire sprinkler heads supplied by the Service?

No of heads _____

Should inspection be made by Purification Division R
Backflow prevention requirements?
If YES Why? _____

Inspected by _____

Date _____

SHUT OFF	TURN ON	CAUSE

*ADD and
meter
EXISTING HOLES
water*

*0760
0763
0765
0760
0760*

Nos NoP 225609
Tap No _____

Application for Service Installation

Account No 22238013

EX 101 449

DEC 9, 2003

Location: _____ Street/Avenue San Francisco, _____ Present Meter No _____

To the San Francisco Water Department:
Public Utilities Commission

You are hereby requested and authorized to make service installation for water supply at _____

552-554 HILL ST. 94114

for account of ROBERT AND MARY ROODICK 554 HILL ST. SF 94114

I hereby agree to abide by the Rules and Regulations of the Department as adopted by the Public Utilities Commission, and any amendments or additions to such rules that may be subsequently adopted

(Signed) [Signature]

N/S OF HILL ST (Approx) By ROBERT ROODICK Architect Plumber Agent

225 EAST OF EAST OF CASTRO Order taken by GA

NOTE: This order covers service installation only. A separate order is required for supply STALLS CALLIGUE
VOL 7 PAGE 701 787 Prop No. B/1996

City and County of San Francisco

DEPARTMENT OF BUILDING INSPECTION

JOB CARD



Tme 24
3 HEATERS

OFFICE HOURS: THE BUILDING INSPECTION IS OPEN DAILY, MONDAY THRU FRIDAY, FROM 7:30 a.m. TO 5:00 p.m. DISTRICT BUILDING INSPECTORS KEEP OFFICE HOURS DAILY, MONDAY THRU FRIDAY, FROM 7:30 a.m. TO 8:30 a.m. AND FROM 3:00 p.m. TO 4:00 p.m.

REQUESTS FOR INSPECTIONS ARE TAKEN ONLY DURING THE HOURS OF 8:30 A.M. TO 3:00 P.M. BY CALLING (415) 558-6096

APPLICATION NO. 2005/05/31/3771 PERMIT NO. 1056846 ISSUED 5/31/05
JOB ADDRESS: 552/554 Hill St. BLOCK: LOT:
NATURE OF WORK: INSTALL 3 Heaters (Elec) Lower apt.

WORK PERMITTED UNDER AUTHORITY OF THIS BUILDING PERMIT NUMBER MUST START BY 90 DAYS AND BE COMPLETED BY 10/1/05

WORK UNDERWAY MUST BE INSPECTED AT LEAST EVERY NINETY (90) DAYS IN ORDER TO PREVENT EXPIRATION DUE TO ABANDONMENT OF WORK.

EXTENSIONS OF THE "START" & "COMPLETE WORK" DATES OF THIS BUILDING PERMIT NUMBER MAY BE GRANTED UPON WRITTEN REQUEST PRIOR TO THE DATES NOTED ABOVE.

For information on the Permit Process, Building Plans Review, Access Issues, etc., please see page 4 of this JOB CARD for useful and appropriate telephone numbers.

ELECTRICAL & PLUMBING WORK MUST HAVE PERMITS SEPARATE FROM A BUILDING PERMIT.

KEEP THIS CARD POSTED IN A CONSPICUOUS PLACE ON THE JOB SITE AT ALL TIMES.
PLANS AND PERMIT DOCUMENTS SHALL BE ON THE JOB SITE
AT ALL TIMES WHEN WORK IS IN PROGRESS.
AFTER COMPLETION OF WORK, RETAIN THIS CARD FOR YOUR RECORDS.

FORM

City and County of San Francisco

DEPARTMENT OF BUILDING INSPECTION

INSPECTION RECORD



APPLICATION NO.

2005/05/31/3771

PERMIT NO.

1056846

ISSUED

5/31/05

JOB ADDRESS:

552 / 554 Hill St

BLOCK:

LOT:

NATURE OF WORK:

Do Not Pour CONCRETE until the following are signed			
INSPECTIONS	Dates	Inspectors	
Foundation Forms			
Foundation Steel			
Grounding Electrode			
O.K. TO POUR			

Do Not Pour CONCRETE SLAB until the following are signed			
INSPECTIONS	Dates	Inspectors	
Plumbing Underground			
Electrical Underground			
Fire Service Underground			

Do Not COVER until the following are signed			
INSPECTIONS	Dates	Inspectors	
Rough Framing			
Rough Electrical			
Rough Plumbing			
Insulation			
Sound Transmission			
Rough Sprinklers (PLBG)			
Rough Sprinklers (FIRE)			
Flue & Vents (PLBG)			
Flue, Vents, Ducts (BLDG)			
Hydrostatic Test			
Lath			
O.K. TO COVER			

ADDITIONAL WORK REQUIRING APPROVALS			
INSPECTIONS	Dates	Inspectors	
Special			
Special			
Special			
Shower Pan			
Standpipes (wet/dry)			
Fire Alarm			
Security Ordinance			
Energy Ordinance			
Smoke & Heat Detectors			

FINAL INSPECTIONS REQUIRED			
INSPECTIONS	Dates	Inspectors	
Special			
Code Enforcement			
Disabled Access			
Housing			
Mechanical			
Plumbing			
X Electrical	3/24/06	T.B.	
Street Use & Mapping			
Urban Forestry			
Fire Department			
Health Department			
X Building LAST			
CERTIFICATE OF FINAL COMPLETION			

WARNING: THE PROVISIONS OF YOUR BUILDING INSPECTION PERMIT WILL BE NULLIFIED UNLESS ALL FINAL INSPECTIONS ARE SIGNED OFF ABOVE BY THE APPROPRIATE INSPECTORS.

FOR *INFORMATION ON THE PERMIT PROCESS*, CALL THE DEPARTMENT OF BUILDING INSPECTION'S *CUSTOMER SERVICES DIVISION* at 415-558-6088.

FOR *INFORMATION RELEVANT TO VARIOUS ASPECTS OF YOUR PERMITTED WORK UNDER WAY*, PLEASE USE THE FOLLOWING PHONE NUMBERS:

BUILDING INSPECTION:	415-558-6096	MECHANICAL PLAN CHECK:	415-558-6133
CENTRAL PERMIT BUREAU	415-558-6070	MICROFILM/3R REPORTS:	415-558-6080
CODE ENFORCEMENT:	415-558-6267	PERMIT STATUS:	415-558-6088
COMMERCIAL PLAN CHECK:	415-558-6133	PLANNING DEPARTMENT:	415-558-6377
CTI PLAN CHECK:	415-558-6086	PLUMBING INSPECTION:	415-558-6054
DISABLED ACCESS:	415-558-6014	REROOFING INSPECTION:	415-558-6091
ELECTRICAL INSPECTION:	415-558-6030	RESIDENTIAL PLAN CHECK:	415-558-6133
FIRE INSPECTION:	415-558-3300	SPECIAL INSPECTION:	415-558-6132
FIRE PLAN CHECK:	415-558-6379	STREET SPACE:	415-558-6060
HEALTH INSPECTION:	415-252-3816	STREET USE & MAPPING:	415-554-7149
HOUSING INSPECTION:	415-558-6220	TECHNICAL SERVICES:	415-558-6205
MAJOR/UMB PLAN CHECK:	415-558-6133		

A FINAL REMINDER

AFTER COMPLETION OF WORK BEING PERFORMED UNDER AUTHORITY OF YOUR BUILDING PERMIT, RETAIN THIS *JOB CARD* WITH YOUR IMPORTANT BUILDING RECORDS.

IMPORTANT!

If this permit was applied for to clear a NOTICE OF VIOLATION issued by HOUSING INSPECTION SERVICES, you must make a copy of the completed JOB CARD and mail it to the attention of the HOUSING INSPECTOR who wrote the NOTICE at the following:

**San Francisco Department of Building Inspection
ATTN: Abatement Job Card
Housing Inspection Services
1660 Mission Street, 6th Floor
San Francisco, California 94103-24214**

CENTRAL PERMIT BUREAU
1660 Mission Street
San Francisco, California 94103

CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF BUILDING INSPECTION
(415)558-6088

Receipt No: 1056846
Application/Permit No: 200505313771

WARNING

Pursuant to Article 20 of Chapter 10, Part II of the San Francisco Municipal Code (Public Works Code), certain building permits may be issued only after the permittee analyzes the soil for the presence of hazardous wastes and, where applicable, certifies that it has completed site mitigation. No officer, employee, or agency of the City conducted the soil sampling and analysis, recommended site mitigation measures, conducted the site mitigation or checked or verified the reports submitted or work performed for accuracy, reliability or adherence to protocols. In issuing this permit, neither the city nor any of its officers or employees make any representation that the soil on or about the site is free from the presence of hazardous wastes. Nor does the City's implementation of this process relieve any person from their duties and responsibilities relating to hazardous waste contamination under state and federal law. Neither soil analysis pursuant to Article 20 of Public Works Code nor the issuance of this permit is intended to alter, extinguish, or transfer these responsibilities.

ADDITIONAL INFORMATION

- 1. Building Permit.**
All requests for extension of time must be in writing to Director, Dept. of Building Inspection. Permits are issued subject to Appeal within 15 days to Board of Permit Appeals. Incur no expenses until right of Appeal has lapsed.
- 2. Demolition Permit.**
If Demolition involves Abandonment of Side Sewer Permittee must obtain a Side Sewer Permit. The Side Sewer will then be blocked at the Main Sewer.
- 3. Permit to Lower Curb/To Excavate in Street or Sidewalk.**
Issued to construct Auto Runway as per Article 15. Public Works Code. Excavation should be carried out in accordance with Article 8 of Public Works Code. If issued with Building permit time for completion is same as Building; if issued alone, complete work within 6 months from date of Permit. Void if not started within 6 months.
- 4. Street Space Permit.**
No refuse, excavated materials, concrete or mortar is to be disposed of upon Paved Streets, catch basins or into the City sewer system. No material or equipment shall be left on Roadway of Police Tow-Away Zone during hours when Tow-Away Rule is in force. Gutters and Waterways must be kept clear.
All provisions of Section 724.3 of the Public Works Code are incorporated into this permit by reference.
Street and sidewalk areas occupied must not exceed a width 1/2 the width of the sidewalk plus 1/3 the width of the Roadway fronting.
- 5. Permit to Repair or Construct Sidewalk.**
Handicap Ramps required in vicinity of Crosswalks per plan No. 11-33, 982, Ch. 2. Before beginning any work under this permit contact your Area Inspector Tel. 554-5837. Permit valid for 3 months from date issued, unless extension authorized.
Some sidewalks have been constructed over a sidewalk basement or other below ground structure. Issuance of this permit does not limit, modify, or alter in any way the responsibility of the property owner to ensure that such sidewalk space complies with the San Francisco Building Code, Electrical Code, Fire Code, Mechanical Code, Plumbing Code, Public Works Code, and other Municipal Codes. In addition, issuance of this permit does not limit the liability of the property owner or his or her agent if work pursuant to this permit or the actions of a third party result in damage to the sidewalk or sidewalk structure; consequently, permittees proceed at their own risk. The City and County of San Francisco makes no representations that issuance of a sidewalk permit will or will not directly or indirectly affect a sidewalk structure. The Department of Building Inspection, in conjunction with the Department of Public Works, issues permits to construct or alter sidewalk spaces separately from a sidewalk permit. Property owners are encouraged to seek the advice of qualified professionals to independently analyze the structural integrity of sidewalk space and determine whether such space should be improved or modified.
- 6. Hold Harmless Clause.**
The Permittee(s) by acceptance of this permit, agree(s) to indemnify and hold harmless the City and County of San Francisco from and against any and all claims, demands and actions for damages resulting from operations under this permit, regardless of negligence of the City and County of San Francisco, and to assume the defense of the City and County of San Francisco against all such claims, demands and actions.

BOARD OF PERMIT APPEALS STIPULATIONS.

MAY 31 2005

ACTING DIRECTOR
DEPT. OF BUILDING INSPECTION

APPROVED FOR ISSUANCE

LDG. FORM 318

3/18

APPLICATION NUMBER
2005 05 313771

OSHA APPROVAL REQD
APPROVAL NUMBER:

APPLICATION FOR BUILDING PERMIT
ADDITIONS, ALTERATIONS OR REPAIRS

CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF BUILDING INSPECTION

FORM 3 OTHER AGENCIES REVIEW REQUIRED

APPLICATION IS HEREBY MADE TO THE DEPARTMENT OF BUILDING INSPECTION OF SAN FRANCISCO FOR PERMISSION TO BUILD IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS SUBMITTED HERewith AND ACCORDING TO THE DESCRIPTION AND FOR THE PURPOSE HEREINAFTER SET FORTH.

FORM 8 OVER-THE COUNTER ISSUANCE

NUMBER OF PLAN SETS

DO NOT WRITE ABOVE THIS LINE

DATE FILED 5/31/05	FILING FEE RECEIPT NO.	(1) STREET ADDRESS OF JOB 592/594 Hill St	BLOCK & LOT 3622 WT 65
PERMIT NO. 05684	ISSUED 5/31/05	(2A) ESTIMATED COST OF JOB \$ 500	(2B) REVISED COST \$ 500

INFORMATION TO BE FURNISHED BY ALL APPLICANTS

LEGAL DESCRIPTION OF EXISTING BUILDING

(4A) TYPE OF CONSTR VN	(5A) NO. OF STORIES OF OCCUPANCY 3	(6A) NO. OF BASEMENTS AND CELLARS 0	(7A) PRESENT USE 2 UNIT RESIDENTIAL	(8A) OCCUP. CLASS R-3	(9A) NO. OF DWELLING UNITS 2
(4) TYPE OF CONSTR VN	(5) NO. OF STORIES OF OCCUPANCY 3	(6) NO. OF BASEMENTS AND CELLARS 0	(7) PROPOSED USE (LEGAL USE) 2 UNIT RESIDENTIAL	(8) OCCUP. CLASS R-3	(9) NO. OF DWELLING UNITS 2

(10) IS AUTO RUNWAY TO BE CONSTRUCTED OR ALTERED? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	(11) WILL STREET SPACE BE USED DURING CONSTRUCTION? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	(12) ELECTRICAL WORK TO BE PERFORMED? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	(13) PLUMBING WORK TO BE PERFORMED? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
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(14) GENERAL CONTRACTOR BUD OWINGAS	ADDRESS 123 JASON ST SF CA 94112	PHONE (415) 421-0106
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(15) OWNER - LESSEE (CHECK ONE) OWNER	NAME NANCY ROODICK	ADDRESS 592/594 Hill St	ZIP 94114	PHONE FOR CONTACT BY DEPT. 415 334 5351
--	-----------------------	----------------------------	--------------	--

(16) WRITE IN DESCRIPTION OF ALL WORK TO BE PERFORMED UNDER THIS APPLICATION (REFERENCE TO PLANS IS NOT SUFFICIENT)
INSTALL 3 HEATERS (EAC) IN BASEMENT UNIT

REVISION TO PA# 2004-0505 3052

ADDITIONAL INFORMATION

(17) DOES THIS ALTERATION CREATE ADDITIONAL HEIGHT OR STORY TO BUILDING? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	(18) IF (17) IS YES, STATE NEW HEIGHT AT CENTER LINE OF FRONT FT.	(19) DOES THIS ALTERATION CREATE DECK OR HORIZ. EXTENSION TO BUILDING? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	(20) IF (19) IS YES, STATE NEW GROUND FLOOR AREA SQ. FT.
(21) WILL SIDEWALK OVER SUB-SIDEWALK SPACE BE REPAIRED OR ALTERED? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	(22) WILL BUILDING EXTEND BEYOND PROPERTY LINE? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	(23) ANY OTHER EXISTING BLDG. ON LOT? (IF YES, SHOW ON PLOT PLAN) YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	(24) DOES THIS ALTERATION CONSTITUTE A CHANGE OF OCCUPANCY? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>

(25) ARCHITECT OR ENGINEER (DESIGN OR CONSTRUCTION) JOHN ROTHOSKY	ADDRESS 401 CHINA BASIN ST #104	CALIF. CERTIFICATE NO. 442 0104
--	------------------------------------	------------------------------------

(26) CONSTRUCTION LEADER (ENTER NAME AND BRANCH DESIGNATION IF ANY, IF THERE IS NO KNOWN CONSTRUCTION LEADER, ENTER "UNKNOWN")
--

IMPORTANT NOTICES

No change shall be made in the character of the occupancy or use without first obtaining a Building Permit authorizing such change. See San Francisco Building Code and San Francisco Housing Code.

No portion of building or structure or scaffolding used during construction, to be closer than 6' to any wire containing more than 750 volts. See Sec 385, California Penal Code.

Pursuant to San Francisco Building Code, the building permit shall be posted on the job. The owner is responsible for approved plans and application being kept at building site.

Grade lines as shown on drawings accompanying this application are assumed to be correct. If actual grade lines are not the same as shown revised drawings showing correct grade lines, cuts and fills together with complete details of retaining walls and wall footings, required must be submitted to this department for approval.

ANY STIPULATION REQUIRED HEREIN OR BY CODE MAY BE APPEALED.

BUILDING NOT TO BE OCCUPIED UNTIL CERTIFICATE OF FINAL COMPLETION IS POSTED ON THE BUILDING OR PERMIT OF OCCUPANCY GRANTED, WHEN REQUIRED.

APPROVAL OF THIS APPLICATION DOES NOT CONSTITUTE AN APPROVAL FOR THE ELECTRICAL WIRING OR PLUMBING INSTALLATIONS. A SEPARATE PERMIT FOR THE WIRING AND PLUMBING MUST BE OBTAINED. SEPARATE PERMITS ARE REQUIRED IF ANSWER IS 'YES' TO ANY OF ABOVE QUESTIONS (10) (11) (12) (13) (22) OR (24).

THIS IS NOT A BUILDING PERMIT. NO WORK SHALL BE STARTED UNTIL A BUILDING PERMIT IS ISSUED.

In dwellings all insulating materials must have a clearance of not less than two inches from all electrical wires or equipment.

CHECK APPROPRIATE BOX:

<input type="checkbox"/> OWNER	<input type="checkbox"/> ARCHITECT
<input type="checkbox"/> LESSEE	<input type="checkbox"/> AGENT
<input type="checkbox"/> CONTRACTOR	<input type="checkbox"/> ENGINEER

APPLICANT'S CERTIFICATION

I HEREBY CERTIFY AND AGREE THAT IF A PERMIT IS ISSUED FOR THE CONSTRUCTION DESCRIBED IN THIS APPLICATION, ALL THE PROVISIONS OF THE PERMIT AND ALL LAWS AND ORDINANCES THERE TO WILL BE COMPLIED WITH.

NOTICE TO APPLICANT

HOLD HARMLESS CLAUSE. The permittee(s) by acceptance of the permit, agree(s) to indemnify and hold harmless the City and County of San Francisco from and against any and all claim, demands and actions for damages resulting from operations under this permit, regardless of negligence of the City and County of San Francisco, and to assume the defense of the City and County of San Francisco against all such claims, demands or actions.

In conformity with the provisions of Section 3800 of the Labor Code of the State of California, the applicant shall have coverage under (I), or (II) designated below or shall indicate item (III), or (IV), or (V), whichever is applicable. If however item (V) is checked item (IV) must be checked as well. Mark the appropriate method of compliance below.

I hereby affirm under penalty of perjury one of the following declarations:

- () I. I have and will maintain a certificate of consent to self-insure for worker's compensation, as provided by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued.
- (X) II. I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued. My workers' compensation insurance carrier and policy number are:
Carrier:
Policy Number:
- () III. The cost of the work to be done is \$100 or less.
- (X) IV. I certify that in the performance of the work for which this permit is issued, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California. I further acknowledge that I understand that in the event that I should become subject to the workers' compensation provisions of the Labor Code of California and fail to comply forthwith with the provisions of Section 3800 of the Labor Code, that the permit herein applied for shall be deemed revoked.
- () V. I certify as the owner (or the agent for the owner) that in the performance of the work for which this permit is issued, I will employ a contractor who complies with the workers' compensation laws of California and who prior to the commencement of any work, will file a completed copy of this form with the Central Permit Bureau.

Signature of Applicant or Agent: [Signature] Date: 5/31/05

CONDITIONS AND STIPULATION

REFER TO: APPROVED: Contact the district building inspector at the start of work 558-6096. For plumbing inspection, scheduling call 558-6030. For electrical inspection, scheduling call 558-6054. This application is approved without site inspection; detailed plumbing or electrical plan review and does not constitute an approval of the building. Work authorized, must be done in accordance with all applicable codes. Any plumbing work shall require appropriate approval of the BUILDING INSPECTOR, DEPT. OF BLDG. INSP.

By: *MAOE K. JOE*
MAY 3 1 2005

DATE: _____
 REASON: _____
 NOTIFIED MR. _____

DEPARTMENT OF CITY PLANNING

DATE: _____
 REASON: _____
 NOTIFIED MR. _____

BUREAU OF FIRE PREVENTION & PUBLIC SAFETY

DATE: _____
 REASON: _____
 NOTIFIED MR. _____

APPROVED: By: *JAMES ZHAN*
JAMES ZHAN, DBI
MAY 3 1 2005
 MECHANICAL ENGINEER, DEPT OF BLDG INSPECTION

DATE: _____
 REASON: _____
 NOTIFIED MR. _____

CIVIL ENGINEER, DEPT. OF BLDG INSPECTION

DATE: _____
 REASON: _____
 NOTIFIED MR. _____

BUREAU OF ENGINEERING

DATE: _____
 REASON: _____
 NOTIFIED MR. _____

DEPARTMENT OF PUBLIC HEALTH

DATE: _____
 REASON: _____
 NOTIFIED MR. _____

REDEVELOPMENT AGENCY

DATE: _____
 REASON: _____
 NOTIFIED MR. _____

HOUSING INSPECTION DIVISION

DATE: _____
 REASON: _____
 NOTIFIED MR. _____

HOLD SECTION - NOTE DATES AND NAMES OF ALL PERSONS NOTIFIED DURING PROCESSING

I agree to comply with all conditions or stipulations of the various bureaus or department noted on this application, and attached statements of conditions or stipulations, which are hereby made a part of this application.

Number of attachments OWNER'S AUTHORIZED AGENT