



SAN FRANCISCO PLANNING DEPARTMENT

Executive Summary Condominium Conversion Subdivision

HEARING DATE: NOVEMBER 14, 2019

CONSENT CALENDAR

Record No.: 2019-016419CND
Project Address: 3234 Washington Street
Zoning: RH-2 (Residential, House – Two Family)
40-X Height & Bulk District
Block/Lot: 0983/008
Project Sponsor: Rosemarie MacGuinness
SirkinLaw, APC
388 Market Street, Suite 1300
San Francisco, CA 94111
Property Owner: Sarah Robson
3234 Washington Street #2
San Francisco, CA 94115
Staff Contact: Matt Dito – (415) 575-9164
matthew.dito@sfgov.org
Recommendation: **Approval**

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

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

PROJECT DESCRIPTION

The project proposes to convert a three-story, five-unit building into residential condominiums. No alterations to the building are proposed other than those that result from the Department of Building Inspection's Physical Inspection Report.

REQUIRED COMMISSION ACTION

The project requires Planning Commission approval pursuant to Sections 1332 and 1381 of the Subdivision Code to allow the condominium conversion subdivision of five to six residential unit buildings. Findings must be made that the proposal is consistent with the General Plan and the Subdivision Code.

ISSUES AND OTHER CONSIDERATIONS

- **Public Comment & Outreach.** The Department has not received any letters or phone calls regarding the project.
- **Existing Tenant & Eviction History.** All units are occupied by owners who intend to purchase their units. All prospective owners have signed under penalty of perjury that no evictions have occurred on the subject property on or after May 1, 2005.

▪ **Residential Unit Description.**

Unit	Square-Feet	Bedrooms
1	1,100	2
2	700	1
3	1,100	2
4	1,100	2
5	2,600	4

▪ **Six-Year Rental History.**

Unit	Duration	Occupants	Rent (\$)	Reason for Termination
1	June 2017 - Present	Jeffrey & Dana Decker	Owner-occupied	N/A
1	June 2011 – June 2017	Brian McPeake & Betty Liao	Owner-occupied	Sold unit
2	December 2007 – Present	Sarah Robson	Owner-occupied	N/A
3	August 2019 – Present	Diane Gu	Owner-occupied	N/A
3	July 2010 – August 2019	Johnny Ruhlen	3,706	Buyout
4	April 2019 – Present	Harrison Lieberfarb & Caroline Brand	Owner-occupied	N/A
4	December 2013 – March 2019	Andrew Leismer and Kimberly Keener	Owner-occupied	Sold unit
4	November 2013	Vacant	N/A	N/A
4	October 2012 – October 2013	Tenant (Identify Unknown)	2,800	Moved
5	December 2016 – Current	David & Katherine Schulte	Owner-occupied	N/A
5	March 2015 – December 2016	Nadav & Mor Sharon	Owner-occupied	Sold unit
5	January 2013 – March 2015	Bruno & Kathleen Schneider	Owner-occupied	Sold Unit

ENVIRONMENTAL REVIEW

The project was determined not to be a project under CEQA Guidelines Sections 15060(c) and 15378 because there is no direct or indirect physical change in the environment.

BASIS FOR RECOMMENDATION

The Department finds that the Project is, on balance, consistent with the Housing Element of the General Plan in that the existing supply of housing will be maintained, the condominium subdivision application is subject to the restrictions of the Subdivision Code, and the subdivision will allow for home ownership opportunities for San Francisco residents. Additionally, the eight priority planning policies set forth by

Planning Code Section 101.1 are met. Furthermore, the project meets the requirements for condominium conversion under the California State Map Act and the San Francisco Subdivision Code.

ATTACHMENTS:

Draft Motion – Condominium Conversion Authorization
Exhibit A – Maps and Context Photos
Exhibit B – Project Sponsor Submittal



SAN FRANCISCO PLANNING DEPARTMENT

Planning Commission Draft Motion

HEARING DATE: NOVEMBER 14, 2019

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ADOPTING FINDINGS RELATING TO A CONDOMINIUM CONVERSION SUBDIVISION OF A THREE-STORY, FIVE-UNIT BUILDING INTO RESIDENTIAL CONDOMINIUMS, PURSUANT TO THE GENERAL PLAN AND SUBDIVISION CODE SECTIONS 1386 AND 1396.4, WITHIN AN RH-2 (RESIDENTIAL – HOUSE, TWO-FAMILY) ZONING DISTRICT AND A 40-X HEIGHT AND BULK DISTRICT.

PREAMBLE

On August 15, 2019, Rosemarie MacGuinness, (hereinafter “Project Sponsor”) filed Application No. 10118 (hereinafter “Project”) with the Department of Public Works, Bureau of Street Use and Mapping for Planning Department (hereinafter “Department”) review to allow the Condominium Conversion Subdivision of a three-story, five-unit building into residential condominiums at 3234 Washington Street (hereinafter “Project Site”), Lot 008 in Assessor’s Block 0983, within an RH-2 (Residential, House – Two Family) Zoning District and a 40-X Height and Bulk District. The subject building is considered a legal use as the Report of Residential Building Record indicates that the legal authorized occupancy and use is a five-unit dwelling.

The project was determined not to be a project under CEQA Guidelines Sections 15060(c) and 15378 because there is no direct or indirect physical change in the environment.

On November 14, 2019, the San Francisco Planning Commission (hereinafter “Commission”) conducted a duly noticed public hearing at a regularly scheduled meeting on Condominium Conversion Subdivision Application No. 2019-016419CND.

The Planning Department Commission Secretary is the custodian of records; the File for Case No. 2019-016419CND is located at 1650 Mission Street, Suite 400, San Francisco, California.

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 approves the Condominium Conversion Subdivision requested in Application No. 2019-016419CND 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 proposes the conversion of a three-story building with five dwelling units to residential condominiums.
3. **Site Description and Present Use.** The Project Site is located on the north side of Washington Street in the Pacific Heights neighborhood between Lyon Street and Presidio Avenue. The lot contains a three-story building with five dwelling units. The Project Site is located within an RH-2 (Residential, House – Two Family) Zoning District and a 40-X Height & Bulk District. A maximum of three dwelling units are permitted at the Project Site with Conditional Use Authorization. As there are five legal dwelling units on the Project Site, two of the dwelling units are considered legal nonconforming as to density.
4. **Surrounding Properties and Neighborhood.** The Project Site is located within an RH-2 Zoning District and the Pacific Heights neighborhood. The surrounding properties, and neighborhood as a whole, are zoned for low-density residential use. The neighborhood is characterized by three- and four-story buildings with one or two dwelling units and consistent pattern of rear yard open space, excepting corner lots which tend to be higher density with less open space.
5. **Public Outreach and Comments.** The Department has not received any letters or phone calls in support of, or in opposition to the project.
6. **Subdivision Code Compliance**
 - a. Section 1396, Article 9 of the Subdivision Code of the City and County of San Francisco sets forth the following rules and regulations for condominium conversions:

- A. Units may be converted to condominiums so long as they meet the requirements of the Expedited Conversion Program per the Subdivision Code. An exception is provided for two-unit buildings where both units are owner-occupied for one year.
- B. The following categories of buildings may be converted to condominiums:
 - i. Buildings consisting of four units or less in which at least one of the units has been occupied continuously by one of the owners of record for six years prior to the annual April 15th triggering date for conversions and owners of record had a fully executed agreement for an exclusive right of occupancy on or before April 15, 2013.
 - ii. Buildings consisting of six units or less in which at least three of the units have been occupied continuously by three of the owners of record for six years prior to the annual April 15th triggering date for conversion and the owners of record had a fully executed agreement for an exclusive right of occupancy on or before April 15, 2013.

The Subdivision Code requires that the Planning Commission hold a public hearing to review condominium conversion subdivisions containing five to six units for consistency with the General Plan and applicable provisions of the Subdivision Code where at least one unit is residential. The Code calls for a sales program which promotes affirmative action in housing, a non-transferable tenant right of first-refusal to purchase the unit occupied by the tenant and various relocation requirements, including the right to a \$1,000 relocation payment.

The Subdivision Code further provides for a recorded offer of a lifetime lease for all tenants as a condition of final map approval, and requires that no less than 40 percent of the units as represented through the owning or renting tenant of each unit either have signed Intent to Purchase forms or be in a position of accepting the offer for such a lifetime lease. The Code prohibits any increase in rents while the conversion application is pending before the City.

Section 1386, Article 9 of the Subdivision Code of the City and County of San Francisco requires that the Planning Commission disapprove the Tentative Map if it determines that vacancies in the project have been increased, elderly or permanently disabled tenants have been displaced or discriminated against in leasing units, evictions have occurred for the purpose of preparing the building for conversion, or the subdivider has knowingly submitted incorrect information (to mislead or misdirect efforts by agencies of the City in the administration of the Subdivision Code). In the evaluation of displacement of elderly tenants, the Commission shall consider any such displacements over the preceding three years and the reasons for the displacement.

- b. The applicant requests Planning Department review of a Condominium Conversion Subdivision Application to allow for the conversion of the multi-unit building.

- c. As required by Section 1396.4 of the San Francisco Subdivision Code, at least three of the units have been owner occupied continuously by one or more of the owners of record for six years prior to the annual April 15 triggering date for this proposed conversion and the owners of record had a fully executed agreement for an exclusive right of occupancy on or before April 15, 2013.
 - d. Tenants in the subject building were notified of their right-of-first refusal to purchase the unit they occupy, as required by the Subdivision Code, and of other rights to which they are entitled under provisions of the same Code.
 - e. A search of the Rent Board database did not show any tenant petitions or eviction notices filed with the Rent Board in the last 5 years.
7. **General Plan Compliance.** The Project is, on balance, consistent with the 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 2.4:

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

Property owners are required to correct outstanding code violations identified in a Physical Inspection Report issued by the Department of Building Inspection (DBI). All work must be completed and a DBI Certificate of Final Completion must be issued prior to DPW approval.

OBJECTIVE 3:

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

Policy 3.3:

Maintain balance in affordability of existing housing stock by supporting affordable moderate ownership opportunities.

Conversions of rental stock to condominiums help achieve affordable homeownership, providing a category of housing stock for moderate income housing needs. Through the Expedited Conversion Program, properties are eligible to convert from rental units to ownership status so long as owner-occupancy requirements are met.

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

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

The proposal would have no adverse effect upon existing neighborhood-serving retail uses as it is a change in form of residential tenure.

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

The proposal is a change in form of residential tenure and would not alter the existing housing and neighborhood character of the vicinity.

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

The proposal is a change in form of residential tenure, and would not affect the City's supply of affordable housing.

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

The proposal is a change in form of residential tenure and would not affect public transit or neighborhood parking.

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

The proposal is a change in form of residential tenure and would not involve the industrial or service sectors of the City.

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

The proposal is subject to inspection by the Department of Building Inspection and will be required to make any code required repairs, including those related to life safety issues, prior to the recordation of the final condominium subdivision map.

- G. That landmarks and historic buildings be preserved.

The proposal is a change in form of residential tenure and would not affect landmarks or historic buildings.

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

The proposal is a change in form of residential tenure and would not affect public parks or open space.

9. The Project is 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.
10. The Commission hereby finds that approval of the Condominium Conversion Subdivision would promote the health, safety and welfare of the City.

DECISION

That based upon the Record, the submissions by the Applicant, the staff of the Department and other interested parties, the oral testimony presented to this Commission at the public hearings, and all other written materials submitted by all parties, the Commission hereby **APPROVES Condominium Conversion Subdivision Application No. 2019-016419CND**.

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 November 14, 2019.

Jonas P. Ionin
Commission Secretary

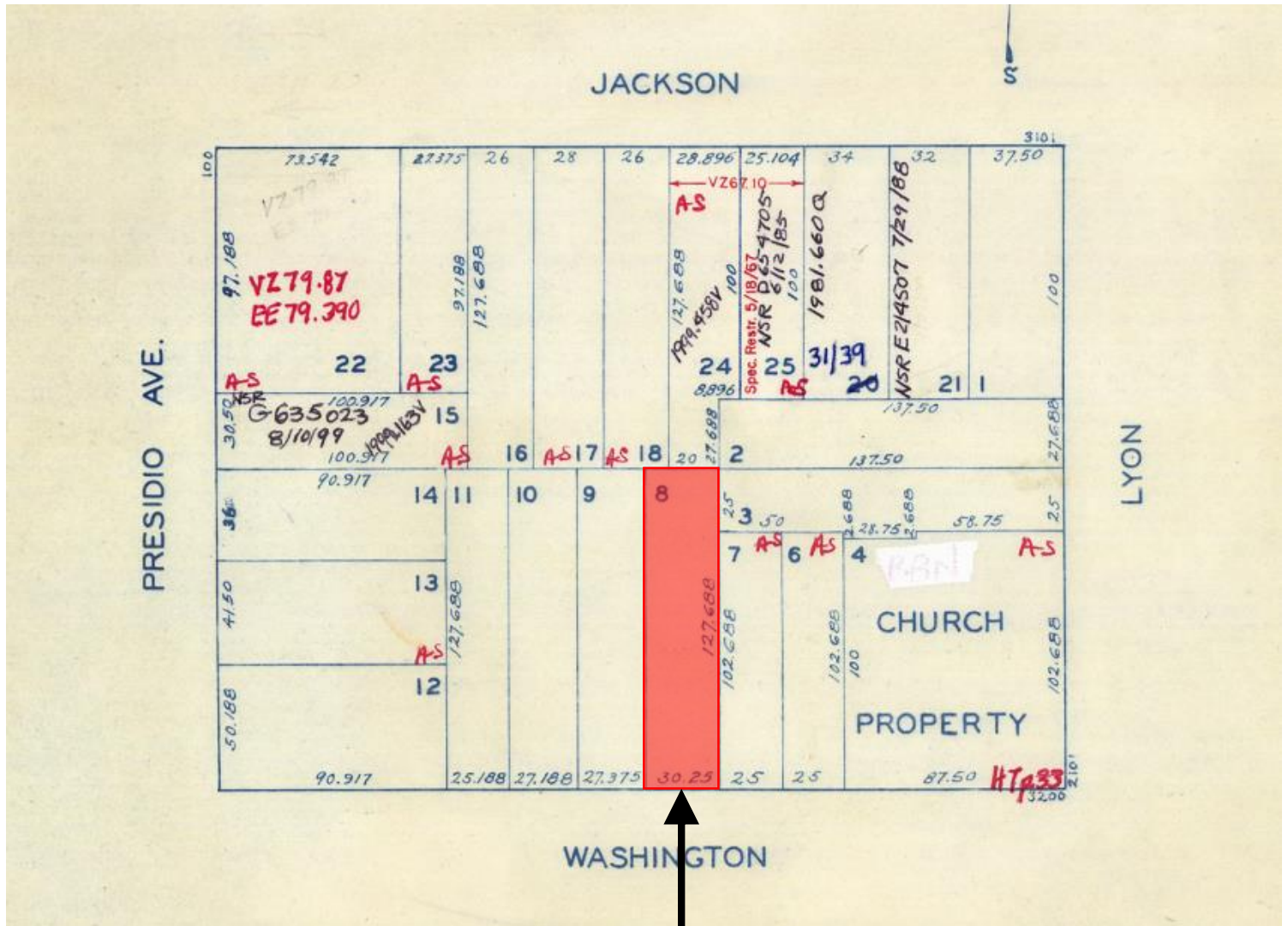
AYES:

NAYS:

ABSENT:

ADOPTED: November 14, 2019

Parcel Map

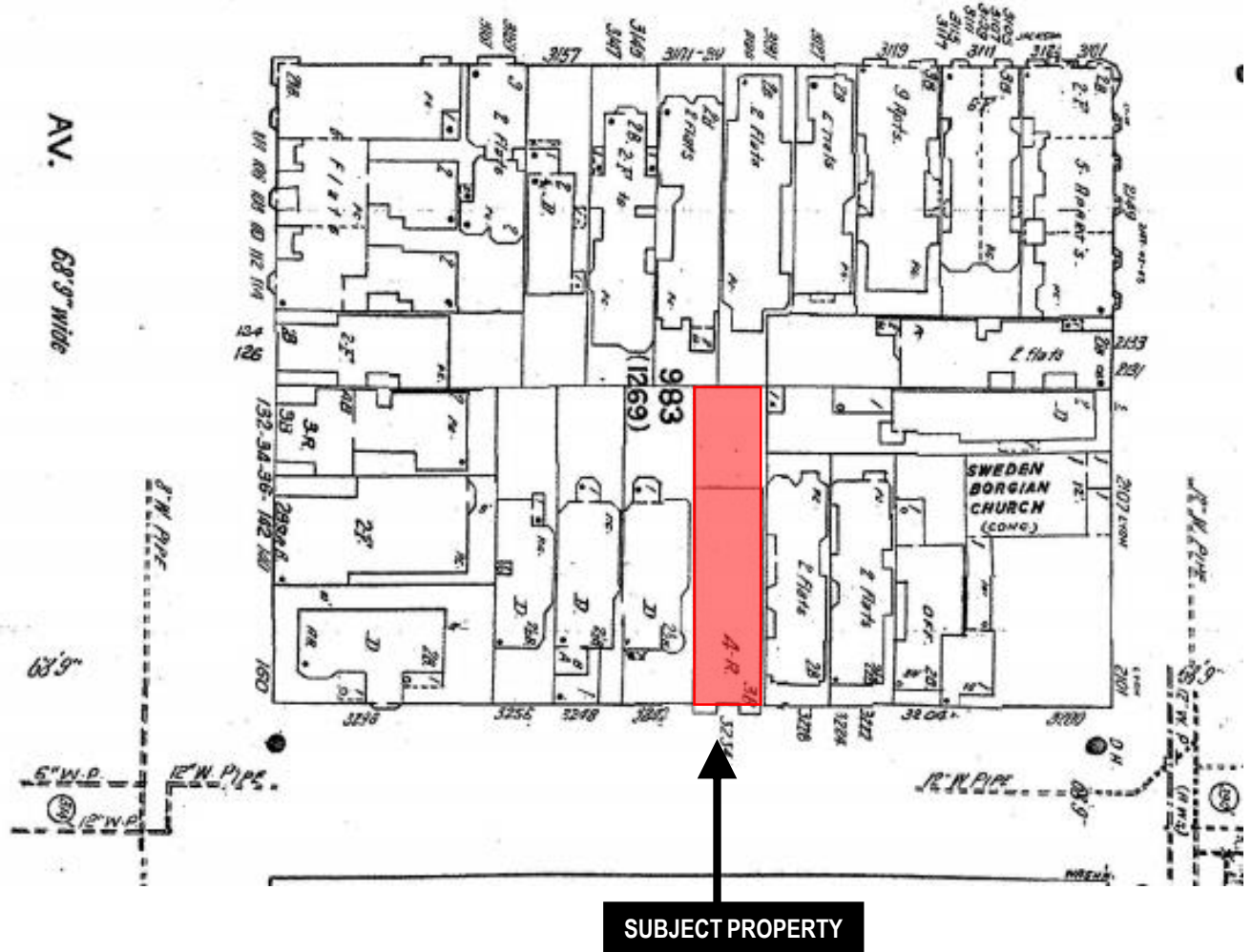


SUBJECT PROPERTY



Condominium Conversion Subdivision
Case Number 2019-016419CND
 3234 Washington Street
 November 14, 2019

Sanborn Map*

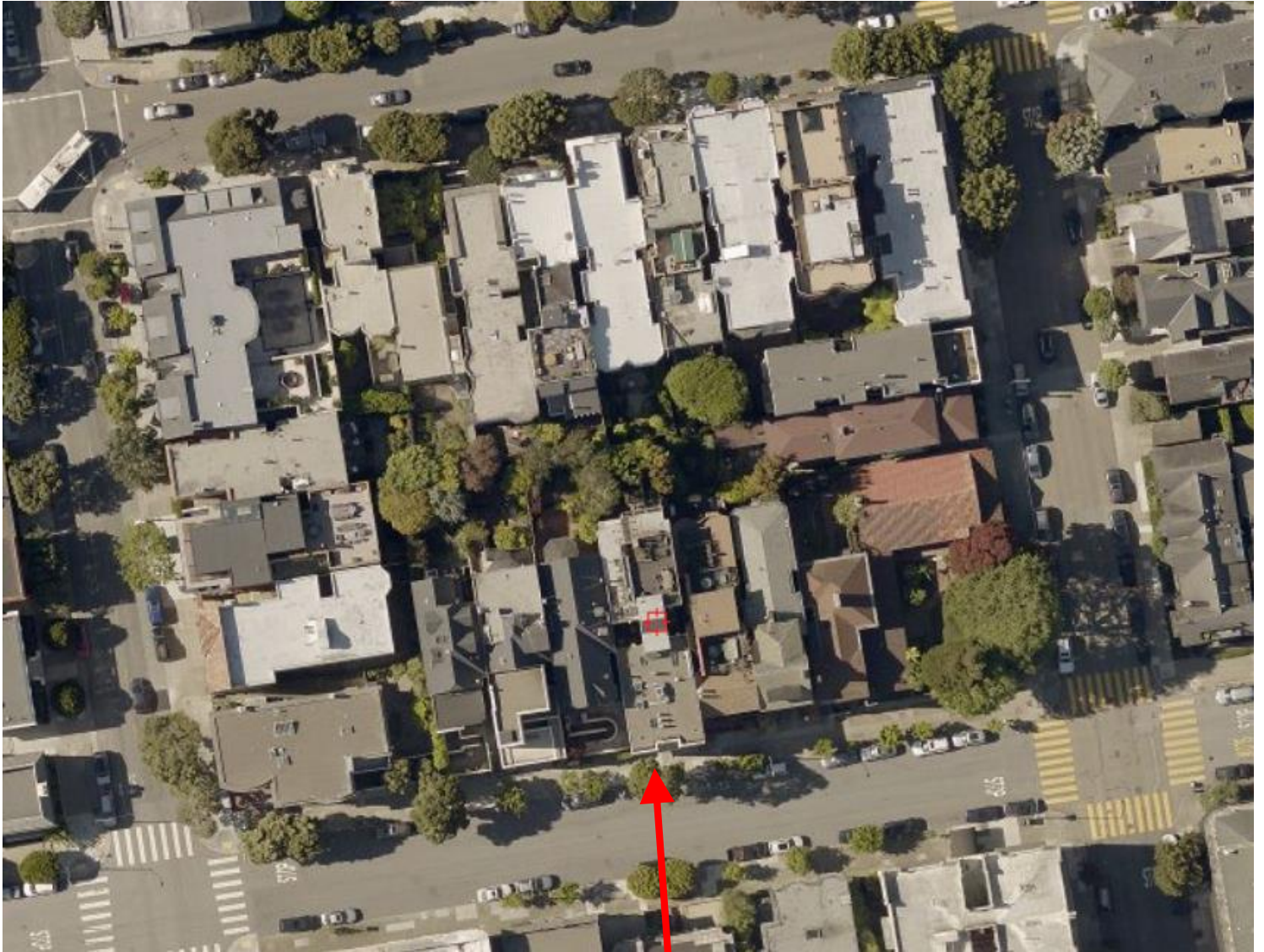


*The Sanborn Maps in San Francisco have not been updated since 1998, and this map may not accurately reflect existing conditions.



Condominium Conversion Subdivision
Case Number 2019-016419CND
3234 Washington Street
November 14, 2019

Aerial Photo – View 1

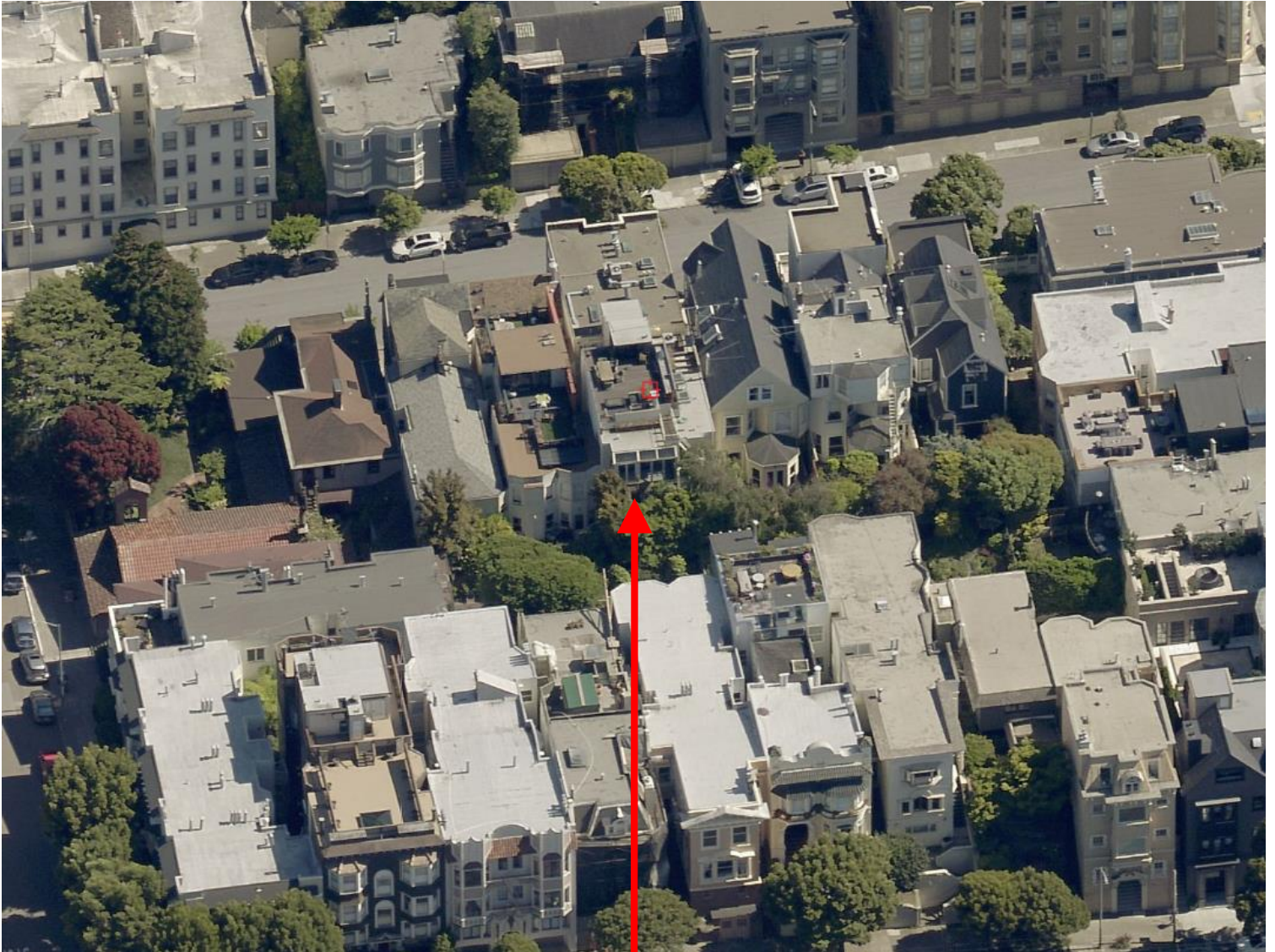


SUBJECT PROPERTY



Condominium Conversion Subdivision
Case Number 2019-016419CND
3234 Washington Street
November 14, 2019

Aerial Photo – View 2

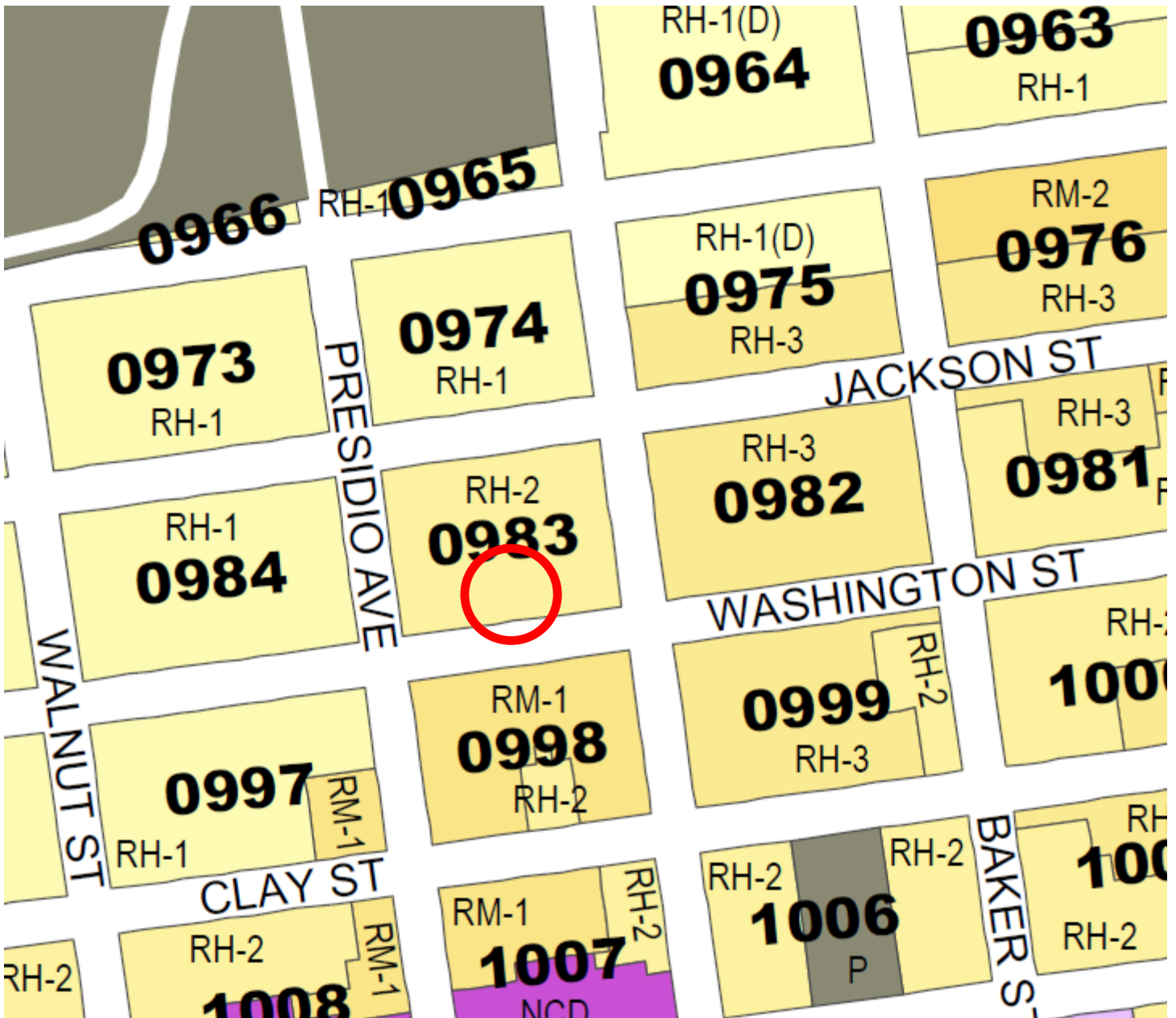


SUBJECT PROPERTY

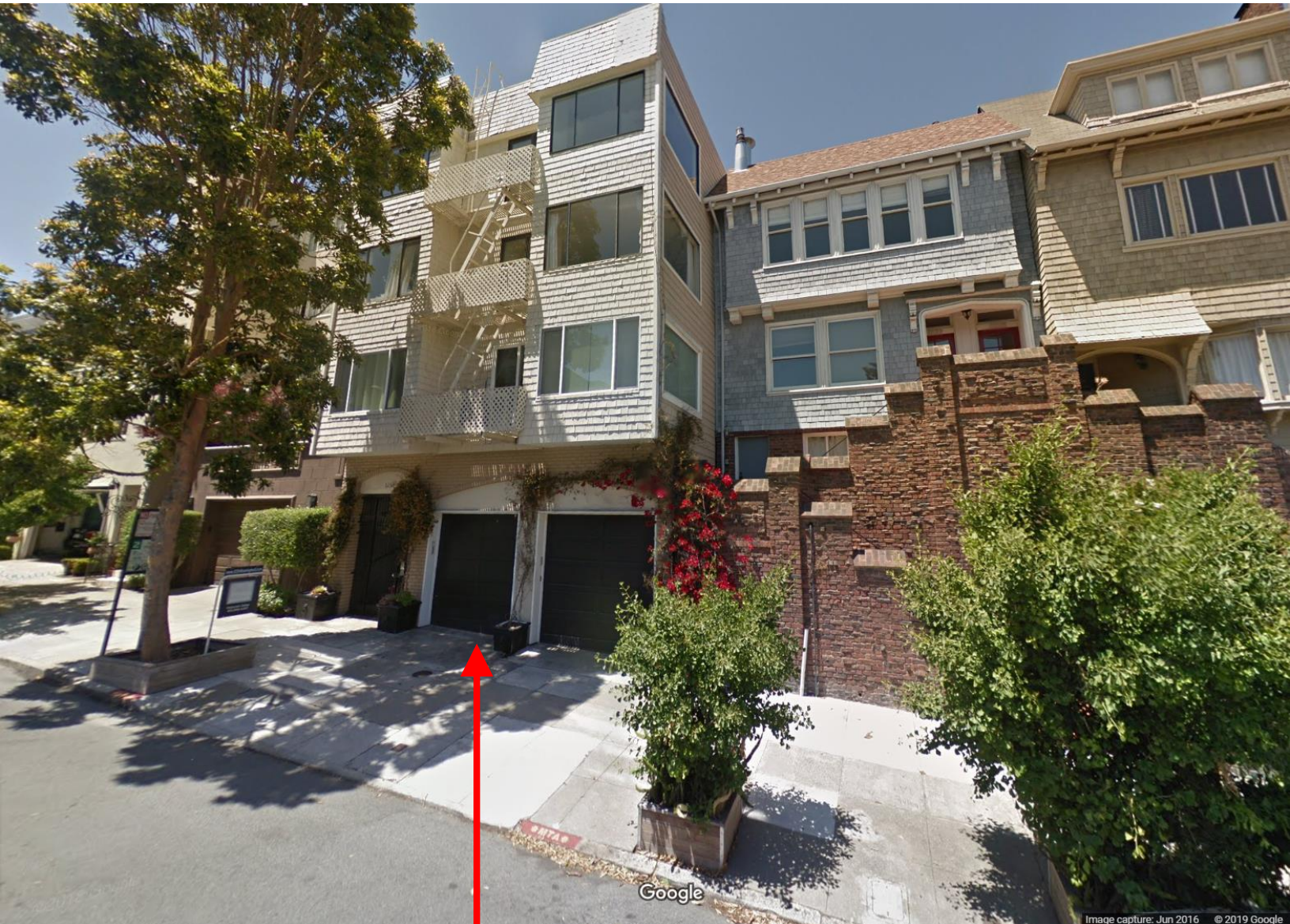


Condominium Conversion Subdivision
Case Number 2019-016419CND
3234 Washington Street
November 14, 2019

Zoning Map



Site Photo



SUBJECT PROPERTY

Condominium Conversion Subdivision
Case Number 2019-016419CND
3234 Washington Street
November 14, 2019

SIRKINLAW APC

50 California Street • Suite 3400 • San Francisco • California 94111 415.839-6406(v)

condoconversion@sirkinlaw.com • www.andysirkin.com

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

August 15, 2019

APPLICATION FOR CONDOMINIUM CONVERSION

3234 Washington Street, San Francisco, California 94115

APN: 0983/008

Dear County Surveyor:

In compliance with the California Subdivision Map Act, the San Francisco Subdivision Code, the San Francisco Subdivision Regulations, and all amendments thereto, please find enclosed for your review and processing a proposed condominium subdivision of residential property, together with the Condominium Conversion Application and Checklist and all applicable items, fees, documents and data.

The owners' information is as follows:

Unit	Name on Title	Purchase Date	Move-in Date	Title%
1	Jeffrey E. Decker and Dana E. Decker, Trustees of the Jeffrey & Dana Decker Family Trust U.D.T. Dated July 5, 2018	June 15, 2017	June 16, 2017*	17.19%
2	Sarah E. Robson	December 21, 2007	December 2007	10.48%
3	Diane B. Gu, Trustee of the The Diamond Revocable Trust dated September 22, 2007 (does not primarily reside in Unit 3)	January 19, 2007	August 2019	17.19%
4	Caroline R. Brand, Harrison S. Lieberfarb	March 29, 2019	April 5, 2019	16.93%
5	Beth Shapiro Schulte and David Michael Schulte, Trustees of The Shulte Revocable Trust dated February 1, 2013 (non-occupants)	December 29, 2016	N/A	27.8933% (73% of 38.21%)
	David E. Schulte, Kathryn C. Schulte	December 29, 2016	December 29, 2016**	10.3167% (27% of 38.21%)

*Brian C. McPeake, the former owner of record, primarily resided in Unit #1 from approximately June 22, 2011, until approximately June 14, 2017

**The former owners of record, Nadav and Mor Sharon, primarily resided in Unit #5 from Mar 20, 2015, until Dec 28, 2016. The preceding former owner of record, Bruno J. Schneider, primarily resided in Unit #5 from Jan 13, 2013, until March 19, 2015.

The application fee, stamped addressed envelopes and original signed Affidavits will be delivered to your office today.

Respectfully,

Rosemarie MacGuinness
Attorney, as agent for the applicant subdividers
Direct phone: (415) 839-6406
Email: condoconversion@andysirkin.com

Applicant Statement

Assessor's Parcel Number: 0983-008

Property Address: 3234 Washington Street, San Francisco, CA 94115

Owner Information

Name(s): Jeffrey E. Decker and Dana E. Decker, Trustees of the Jeffrey & Dana Decker Family Trust U.D.T. Dated July 5, 2018; Sarah E. Robson; Diane B. Gu, Trustee of the The Diamond Revocable Trust dated September 22, 2017; Caroline R. Brand; Harrison S. Lieberfarb; Beth Shapiro Schulte and David Michael Schulte, Trustees of The Shulte Revocable Trust dated February 1, 2013; David E. Schulte and Kathryn C. Schulte

Address: 3234 Washington Street, San Francisco, CA 94115

Application Contact (if different from Owner)

Name(s): Rosemarie MacGuinness, Sirkin Law, APC

Address: 50 California Street, Suite 3400, San Francisco, California 94111

Phone: (415) 839-6406

Email: condoconversion@andysirkin.com

Firm or Agent Preparing Subdivision Map

Name(s): Daniel Westover, Westover Surveying Inc.

Address: 336 Claremont Blvd, Suite 1, San Francisco, California 94127

Phone: (415) 242-5400

Email: dan@westoversurveying.com

Number of Units in Project: 5

Number of Tenant Occupied Units: 0

Choose One:

	2-4 Units	5-6 Units
Residential	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Mixed-Use	<input type="checkbox"/>	<input type="checkbox"/>
	Number of residential: _____ Number of commercial: _____	Number of residential: _____ Number of commercial: _____

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


Signature of Applicant

Jeffrey E. Decker, Trustee

Printed Name

8/14/19
Date


Signature of Applicant

Dana E. Decker, Trustee

Printed Name

8/14/19
Date


Signature of Applicant

Sarah E. Robson

Printed Name

8/14/2019
Date


Signature of Applicant

Diane B. Gu, Trustee

Printed Name

8/14/19
Date


Signature of Applicant

Caroline R. Brand

Printed Name

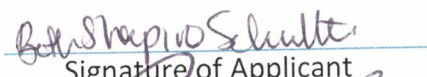
08/14/19
Date


Signature of Applicant

Harrison S. Lieberfarb

Printed Name

08/14/19
Date


Signature of Applicant

Beth Shapiro Schulte, Trustee

Printed Name

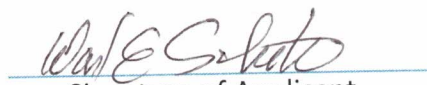
8/14/19
Date


Signature of Applicant

David Michael Schulte, Trustee

Printed Name

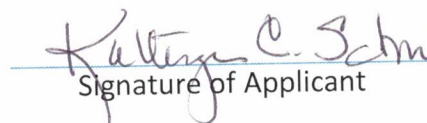
8/14/19
Date


Signature of Applicant

David E. Schulte

Printed Name

8/14/19
Date


Signature of Applicant

Kathryn C. Schulte

Printed Name

8/14/19
Date

Form 1

Building History, Statement of Repairs & Improvements, Occupants, and Proposed Prices

Assessor's Parcel Number: _____

Property Address: _____

Item No. 6 – Building History

Item No. 7 – Statement of Repairs & Improvements

Item No. 8 – List of occupants, their apartment numbers, vacant units, and owners and tenants who intend to purchase

Unit	Occupant Name	Apartment No.	Unit Vacant?		Intend to Purchase?	
One			<input type="checkbox"/>	YES <input type="checkbox"/> NO	<input type="checkbox"/>	YES <input type="checkbox"/> NO
Two			<input type="checkbox"/>	YES <input type="checkbox"/> NO	<input type="checkbox"/>	YES <input type="checkbox"/> NO
Three			<input type="checkbox"/>	YES <input type="checkbox"/> NO	<input type="checkbox"/>	YES <input type="checkbox"/> NO
Four			<input type="checkbox"/>	YES <input type="checkbox"/> NO	<input type="checkbox"/>	YES <input type="checkbox"/> NO
Five			<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

Item No. 9 – Six year occupancy history

Apt. No.	Duration	Occupants (owners and/or tenants)	Rent (\$)	Reason for Termination

Are there any evictions associated with this building since May 1, 2005? [Sec. 1396.2, 1396.4(10)]

YES NO If yes, provide details:

Attachment to Form 1

Item No. 9, cont'd

Apt. No.	Duration	Occupants	Rent	Reason for Termination
4	Oct 2012–Oct 2013	Tenant (identity not known)	\$2800	Moved
5	Dec 2016–Current	David E. Schulte, Kathryn C. Schulte	Owner-occupied	N/A
5	Mar 2015–Dec 2016	Nadav Sharon, Mor Sharon	Owner-occupied	Sold unit
5	Jan 2013–Mar 2015	Bruno J. Schneider, Kathleen Schneider	Owner-occupied	Sold unit

Item No. 10 – List of number of bedrooms, square feet, current rental rate, and proposed sales prices

Apt. No.	No. Bedrooms	Square Feet	Current Rental Rate	Proposed Sales Price
1	2	1100	N/A	\$2,000,000
2	1	700	N/A	\$1,500,000
3	2	1100	N/A	\$2,000,000
4	2	1100	N/A	\$2,000,000
5	4	2600	N/A	\$5,000,000

Item No. 11 – List the permit number(s) of the building permit application filed in connection with the proposed use of this property that is/are not listed in the 3R Report in the space below

_____ # _____ # _____ # _____ # _____


Signature of Applicant

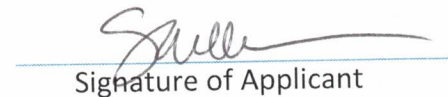
Jeffrey E. Decker, Trustee
Printed Name

8/14/19
Date


Signature of Applicant

Dana E. Decker, Trustee
Printed Name

8/14/19
Date


Signature of Applicant

Sarah E. Robson
Printed Name

8/14/2019
Date


Signature of Applicant

Diane B. Gu, Trustee
Printed Name

8/14/19
Date


Signature of Applicant

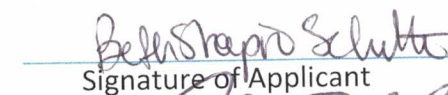
Caroline R. Brand
Printed Name

8/14/19
Date


Signature of Applicant

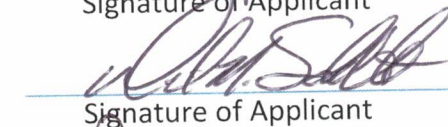
Harrison S. Lieberfarb
Printed Name
Beth Shapiro Schulte, Trustee

8/14/19
Date


Signature of Applicant

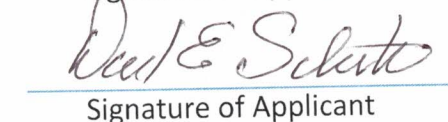
Printed Name
David Michael Schulte, Trustee

8/14/19
Date


Signature of Applicant

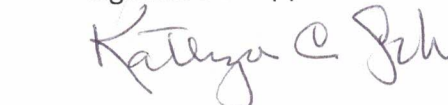
Printed Name
David E. Schulte

8/14/19
Date


Signature of Applicant

Kathryn C. Schulte
Printed Name

8/14/19
Date


Signature of Applicant

8/14/19
Date



Report of Residential Building Record (3R)
(Housing Code Section 351(a))

BEWARE: This report describes the current legal use of this property as compiled from records of City Departments. There has been no physical examination of the property itself. This record contains no history of any plumbing or electrical permits. The report makes no representation that the property is in compliance with the law. Any occupancy or use of the property other than that listed as authorized in this report may be illegal and subject to removal or abatement, and should be reviewed with the Planning Department and the Department of Building Inspection. Errors or omissions in this report shall not bind or stop the City from enforcing any and all building and zoning codes against the seller, buyer and any subsequent owner. The preparation or delivery of this report shall not impose any liability on the City for any errors or omissions contained in said report, nor shall the City bear any liability not otherwise imposed by law.

Address of Building **3234 WASHINGTON ST**

Block 0983

Lot 008

Other Addresses

1. A. Present authorized Occupancy or use: FIVE FAMILY DWELLING

B. Is this building classified as a residential condominium? Yes No ☒

C. Does this building contain any Residential Hotel Guest Rooms as defined in Chap. 41, S.F. Admin. Code? Yes No ☒

2. Zoning district in which located: RH-2

3. Building Code Occupancy Classification: R-2

4. Do Records of the Planning Department reveal an expiration date for any non-conforming use of this property? Yes No ☒
If Yes, what date? **The zoning for this property may have changed. Call Planning Department, (415) 558-6377, for the current status.**

5. Building Construction Date (Completed Date): 1970

6. Original Occupancy or Use: FIVE FAMILY DWELLING

7. Construction, conversion or alteration permits issued, if any:

<u>Application #</u>	<u>Permit #</u>	<u>Issue Date</u>	<u>Type of Work Done</u>	<u>Status</u>
365800	330786	Apr 09, 1969	NEW CONSTRUCTION - CFC 5FD	C
413637	370442	Sep 28, 1972	REVERT TO FOUR FAMILY DWELLING - CFC 4FD	C
414558	371433	Nov 06, 1972	NEW REAR WOOD STAIRS	C
426897	383748	Nov 29, 1973	MAKE EXISTING STORAGE SPACE INTO NEW STUDIO UNIT	C
8700327	560436	Jan 12, 1987	COSMETIC CHANGES TO LOBBY ONLY - NEW CERAMIC TILE WALLS AND FLOOR, NEW LIGHT FIXTURES, NO STRUCTURAL CHANGES	X
200508301616	1065291	Aug 30, 2005	REPLACE PLYWOOD SIDING WITH HARDIE SHAKES TO MATCH SHAKES ON FRONT OF BUILDING TO CREATE A MORE UNIFORM APPEARANCE	C
200708099246	1128811	Aug 09, 2007	UNIT #1: REMODEL TWO BATHROOMS. REPLACE TUB, SINK, TOILET, NO STRUCTURAL CHANGES. REMODEL WITH SIMILAR FIXTURES IN EXISTING LOCATION. ADD FLUORESCENT LIGHT OR "MANUAL ON" IN BATH, MINIMUM 50% LIGHT WATTAGE OF FLUORESCENT. ALTERATION TO EXISTING KITCHEN (NO CHANGE TO PARTITIONS)	C
201203146027	1262739	Apr 20, 2012	RECONSTRUCT EXISTING DETERIORATED REAR WOOD EGRESS STAIRS IN KIND, SAME FOR SAME	C
201307232559	1299644	Jul 23, 2013	UNIT #4: REMODEL KITCHEN AND TWO BATHROOMS - REPLACE FIXTURES AND APPLIANCES IN KIND. BRING LIGHTING TO TITLE 24. INSTALL LAUNDRY, ELECTRICAL TO CODE, ADD LAUNDRY - WASH/DRYER, NO STRUCTURAL	C
201307252739	1300732	Aug 05, 2013	UNIT #5: NEW ROOF DECK AT REAR OF BUILDING AND CHANGE ROOF LEVEL DOOR TO SLIDING GLASS DOOR - CFC 5FD	C
201308285445	1302978	Aug 28, 2013	UNIT #5: KITCHEN REMODEL - REMOVE NON-BEARING PARTITIONS, RAISE CEILINGS IN KITCHEN, ENTRY AND FAMILY ROOM, REPLACE WINDOWS	C

Department of Building Inspection
1660 Mission Street - San Francisco CA 94103 - (415) 558-6080
Report of Residential Record (3R)

Page 2

Address of Building **3234 WASHINGTON ST**

Block 0983

Lot 008

Other Addresses

<u>Application #</u>	<u>Permit #</u>	<u>Issue Date</u>	<u>Type of Work Done</u>	<u>Status</u>
			AND SLIDING GLASS DOORS AT REAR OF BUILDING, NOT VISIBLE FROM STREET	
201309035861	1303419	Sep 03, 2013	REROOFING	C
201311041053	1309071	Nov 04, 2013	UNIT #5: IN-KIND RENOVATION OF TWO BATHROOMS. NO CHANGE OF WALL, WINDOW AND DOOR	C
201311272978	1311073	Nov 27, 2013	UNIT #5: HVAC ROOFTOP UNIT FOR REAR PORTION OF DWELLING, NEW SYSTEM. CANNOT BE SEEN FROM STREET. INSTALL GUARD AROUND UNIT PER CALIFORNIA BUILDING CODE SECTION 1013.5	C
201404082747	1321920	Apr 14, 2014	UNIT #5 - THREE NEW SKYLIGHTS - CANNOT BE SEEN FROM STREET	C
201402138476	1322271	Apr 17, 2014	UNIT #5: HVAC ROOFTOP UNIT FOR FRONT PORTION OF UNIT. CANNOT BE SEEN FROM STREET	C
201404173525	1322272	Apr 17, 2014	UNIT #5: IN-KIND REMODEL TWO BATHROOMS AND NEW ELECTRICAL SUB-PANEL	C
201408143891	1333232	Aug 14, 2014	UNIT #5: REPLACE EXISTING WINDOWS AND EXTERIOR DOORS AT FRONT OF UNIT WITH IN-KIND WINDOWS AND EXTERIOR DOORS. REPAIR SHINGLES AROUND WINDOWS AS NEEDED. REPLACE WINDOWS IN LIGHT WELL	C
201503039834	1350572	Mar 03, 2015	REPLACE TWO PATIO DOORS AND ONE BATHROOM WINDOW LIKE FOR LIKE IN SIZE. MILGARD TUSCANY SERIES VINYL WITH NAIL FINIS	C
201604064085	1388094	Apr 06, 2016	UNIT #4: REPLACE FIVE WOOD COMPOSITE WINDOWS AND ONE DOOR, ALL NOT VISIBLE, NO SIZE CHANGE	I
201708316639	1438614	Sep 20, 2017	UNIT 2: INTERIOR ALTERATION OF EXISTING AREA AND CAPTURING UNUSED VOID SPACE. BATHROOM REMODEL, KITCHEN REMODEL USING EXISTING APPLIANCES. NEW ELECTRICAL AND NEW PLUMBING WORK AT BATHROOM	C
201710171478	1441485	Oct 17, 2017	REPAIR SIDING, BREEZEWAY - LIKE FOR LIKE SIDING ON SIDE OF HOUSE	C
201707212651	1444615	Nov 16, 2017	SOFT STORY RETROFIT PER SFEBFC CHAPTER 4D, ENGINEERING CRITERIA 2016 CEBC APPENDIX A-4. SOUTH SIDE OF GARAGE LEVEL IS PARTIALLY BELOW GRADE AND BUILDING HAS SPLIT LEVELS DUE TO SCOPE OF SITE - CFC	C

Page 3

Lot 008

Other Addresses

8. A. Is there an active Franchise Tax Board Referral on file?	Yes	No	✓
B. Is this property currently under abatement proceedings for code violations?	Yes	No	✓
9. Number of residential structures on property? 1			
10. A. Has an energy inspection been completed?	Yes	✓	No
B. If yes, has a proof of compliance been issued?	Yes	✓	No
11. A. Is the building in the Mandatory Earthquake Retrofit of Wood-Frame Building Program?	Yes	✓	No
B. If yes, has the required upgrade work been completed?	Yes	✓	No

Report No: **201906134061**

**Patty Herrera, Manager
Records Management Division**

THIS REPORT IS VALID FOR ONE YEAR ONLY.

The law requires that, prior to the consummation of the sale or exchange of this property, the seller must deliver this report to the buyer and the buyer must sign it.

(For Explanation of terminology, see attached)

Records Management Division
1660 Mission Street - San Francisco CA 94103
Office (415) 558-6080 - FAX (415) 558-6402 - www.sfdbi.org

Form 11**Affidavit for Ownership/Occupancy****Assessor's Parcel Number:** 0983-008**Property Address:** 3234 Washington Street, San Francisco, CA 94115I, Jeffrey E. Decker, certify under penalty of perjury that the following statement is true:
print nameI have resided continuously at 3234 Washington Street #1, San Francisco, CA 94115, also being APN 0983-008,
address, including unit number assessor's block/lotin the City and County of San Francisco as my primary residence since June 16, 2017.
date occupancy began

I understand that I am affirming under penalty of perjury to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement may include denial of the condominium conversion subdivision, fines and/or imprisonment.

Jeffrey E. Decker TRUSTEE
Signature of Applicant

Jeffrey E. Decker, Trustee
Printed Name

8/14/19
Date

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

State of CALIFORNIACounty of SAN FRANCISCOOn 08/14/2019 before me, KYLE DEVIN EISENBERG, Notary Public, personally appeared

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

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

WITNESS my hand and official seal.

Signature



Form 11**Affidavit for Ownership/Occupancy****Assessor's Parcel Number:** 0983-008**Property Address:** 3234 Washington Street, San Francisco, CA 94115I, Dana E. Decker, certify under penalty of perjury that the following statement is true:
*print name*I have resided continuously at 3234 Washington Street #1, San Francisco, CA 94115, also being APN 0983-008,
address, including unit number *assessor's block/lot*in the City and County of San Francisco as my primary residence since June 16, 2017.
date occupancy began

I understand that I am affirming under penalty of perjury to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement may include denial of the condominium conversion subdivision, fines and/or imprisonment.

Dana E. Decker

Signature of Applicant

Dana E. Decker, Trustee

Printed Name

8/14/19

Date

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

State of CALIFORNIACounty of SAN FRANCISCOOn 08/14/2019 before me, KYLE DEVIN EISENBERG, Notary Public, personally appeared

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

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

WITNESS my hand and official seal.

Signature



Form 11

Affidavit for Ownership/Occupancy

Assessor's Parcel Number: 0983/008Property Address: 3234 Washington Street, San Francisco, California 94115

I, Brian C. McPeake, certify under penalty of perjury that the following statement is true:
print name

I have resided continuously at 3234 Washington Street #1, San Francisco, California 94115, also being APN 0983/008,
address, including unit number assessor's block/lot

in the City and County of San Francisco as my primary residence from approximately June 22, 2011, to
date occupancy began
approximately June 14, 2017
date occupancy ended

I understand that I am affirming under penalty of perjury to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement may include denial of the condominium conversion subdivision, fines and/or imprisonment.



Signature of Applicant

Brian C. McPeake

Printed Name

6/25/19

Date

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

State of

California

County of

San Francisco

On June 25, 2019 before me, M. Seaton, Notary Public, personally appeared

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

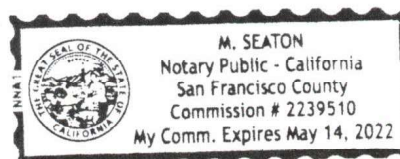
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(seal)



Form 11**Affidavit for Ownership/Occupancy****Assessor's Parcel Number:** 0983-008**Property Address:** 3234 Washington Street, San Francisco, CA 94115

I, Sarah E. Robson, certify under penalty of perjury that the following statement is true:
print name

I have resided continuously at 3234 Washington Street #2, San Francisco, CA 94115, also being APN 0983-008,
address, including unit number assessor's block/lot

in the City and County of San Francisco as my primary residence since December 2007.
date occupancy began

I understand that I am affirming under penalty of perjury to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement may include denial of the condominium conversion subdivision, fines and/or imprisonment.

Sarah E. Robson
 Signature of Applicant

Sarah E. Robson
 Printed Name

August 14, 2019
 Date

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

State of CALIFORNIA

County of SAN FRANCISCO

On 08/14/2019 before me, KYLE DEVIN EISENBERG, Notary Public, personally appeared

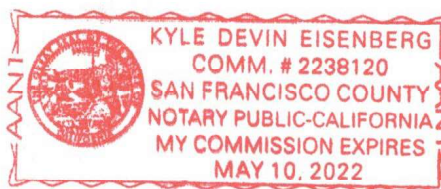
SARAH E. ROBSON, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument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

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

WITNESS my hand and official seal.

Signature

Kyle Devin Eisenberg
 (seal)



Form 11**Affidavit for Ownership/Occupancy****Assessor's Parcel Number:** 0983-008**Property Address:** 3234 Washington Street, San Francisco, CA 94115I, Harrison S. Lieberfarb, certify under penalty of perjury that the following statement is true:
*print name*I have resided continuously at 3234 Washington Street #4, San Francisco, CA 94115, also being APN 0983-008,
address, including unit number *assessor's block/lot*in the City and County of San Francisco as my primary residence since April 5, 2019.
date occupancy began

I understand that I am affirming under penalty of perjury to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement may include denial of the condominium conversion subdivision, fines and/or imprisonment.



Signature of Applicant

Harrison S. Lieberfarb

Printed Name

08/14/19

Date

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

State of CALIFORNIACounty of SAN FRANCISCOOn 08/14/2019 before me, KYLE DEVIN EISENBERG, Notary Public, personally appeared

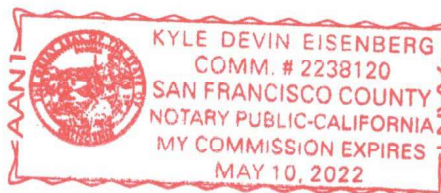
HARRISON S. LIEBERFARB, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the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

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

WITNESS my hand and official seal.

Signature

(seal)



Form 11**Affidavit for Ownership/Occupancy****Assessor's Parcel Number:** 0983-008**Property Address:** 3234 Washington Street, San Francisco, CA 94115I, Caroline R. Brand, certify under penalty of perjury that the following statement is true:
print nameI have resided continuously at 3234 Washington Street #4, San Francisco, CA 94115, also being APN 0983-008,
address, including unit number assessor's block/lotin the City and County of San Francisco as my primary residence since April 5, 2019.
date occupancy began

I understand that I am affirming under penalty of perjury to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement may include denial of the condominium conversion subdivision, fines and/or imprisonment.

Caroline Brand

Signature of Applicant

Caroline R. Brand

Printed Name

8/14/19

Date

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

State of CALIFORNIACounty of SAN FRANCISCOOn 08/14/2019 before me, KYLE DEVIN EISENBERG, Notary Public, personally appearedCAROLINE R. BRAND, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature [Signature] (seal)

Form 11**Affidavit for Ownership/Occupancy****Assessor's Parcel Number:** 0983-008**Property Address:** 3234 Washington Street, San Francisco, CA 94115I, David E. Schulte, certify under penalty of perjury that the following statement is true:
print nameI have resided continuously at 3234 Washington Street #5, San Francisco, CA 94115, also being APN 0983-008,
address, including unit number assessor's block/lotin the City and County of San Francisco as my primary residence since December 29, 2016.
date occupancy began

I understand that I am affirming under penalty of perjury to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement may include denial of the condominium conversion subdivision, fines and/or imprisonment.

David E. Schulte

Signature of Applicant

David E. Schulte

Printed Name

8/14/19

Date

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

State of CALIFORNIACounty of SAN FRANCISCOOn 08/14/2019 before me, KYLE DEVIN EISENBERG, Notary Public, personally appeared

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

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

WITNESS my hand and official seal.

Signature

Kyle Devin Eisenberg (seal)

Form 11**Affidavit for Ownership/Occupancy****Assessor's Parcel Number:** 0983-008**Property Address:** 3234 Washington Street, San Francisco, CA 94115I, Kathryn C. Schulte, certify under penalty of perjury that the following statement is true:
print nameI have resided continuously at 3234 Washington Street #5, San Francisco, CA 94115, also being APN 0983-008,
address, including unit number assessor's block/lotin the City and County of San Francisco as my primary residence since December 29, 2016.
date occupancy began

I understand that I am affirming under penalty of perjury to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement may include denial of the condominium conversion subdivision, fines and/or imprisonment.

Kathryn C. Schulte
Signature of Applicant

Kathryn C. Schulte
Printed Name

8/14/19
Date

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

State of CALIFORNIACounty of SAN FRANCISCOOn 08/14/2019 before me, KYLE DEVIN EISENBERG, Notary Public, personally appeared

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

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

WITNESS my hand and official seal.

Signature

[Signature]
(seal)



Form 11**Affidavit for Ownership/Occupancy****Assessor's Parcel Number:** 0983/008**Property Address:** 3234 Washington Street, San Francisco, California 94115

I, Nadav Sharon, certify under penalty of perjury that the following statement is true:
print name

I have resided continuously at 3234 Washington Street #5, San Francisco, California 94115, also being APN 0983/008,
address, including unit number assessor's block/lot

in the City and County of San Francisco as my primary residence from approximately March 20, 2015, to
date occupancy began
approximately December 28, 2016.
date occupancy ended

I understand that I am affirming under penalty of perjury to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement may include denial of the condominium conversion subdivision, fines and/or imprisonment.



Signature of Applicant

Nadav Sharon

Printed Name

06 Sep 2019

Date

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

State of State of Israel
Municipality of Tel Aviv-Yafo
 County of Embassy of the
United States of America
Branch Office Tel Aviv

On 06 SEP 2019 before me, Adelito N. Gale, Notary Public, personally appeared
Nadav Sharon

Adelito N. Gale
U.S. Vice Consul

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

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

WITNESS my hand and official seal.

Signature



Adelito N. Gale
U.S. Vice Consul

(seal)

Commission expires:
 Indefinite



Form 11

Affidavit for Ownership/Occupancy

Assessor's Parcel Number: 0983/008

Property Address: 3234 Washington Street, San Francisco, California 94115

I, Bruno J. Schneider, certify under penalty of perjury that the following statement is true:
print name

I have resided continuously at 3234 Washington Street #5, San Francisco, California 94115, also being APN 0983/008,
address, including unit number *assessor's block/lot*

in the City and County of San Francisco as my primary residence from January 13, 2013 to
date occupancy began
approximately March 19, 2015
date occupancy ended

I understand that I am affirming under penalty of perjury to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement may include denial of the condominium conversion subdivision, fines and/or imprisonment.

[Signature]
Signature of Applicant

Bruno J. Schneider

Printed Name

06/27/19
Date

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

State of California

County of Marin

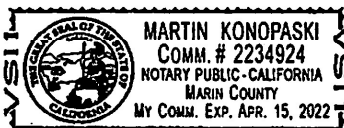
On 6-27-19 before me, Martin Konopaski, Notary Public, personally appeared
Bruno J. Schneider

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

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

WITNESS my hand and official seal.

Signature [Signature] (seal)



Form 2A**Tenant Intent to Purchase**

Subdivision Code Section 1388. Tenant Intent to Purchase. No application for conversion shall be approved unless there are substantial numbers of tenants who have indicated their intent to purchase their rental unit. This intent shall be evidenced by the submittal in writing of the DPW Tenant Intent to Purchase Form by tenants representing no less than forty percent (40%) of the units. For purposes of calculation, such Forms must be signed by one (1) tenant in a 2-unit building, two (2) tenants residing in separate units in a 3-, 4-, or 5-unit building, or three (3) tenants residing in separate units in a 6-unit building. In obtaining or soliciting tenant approval of the Intent to Purchase Forms, subdividers shall comply with any restrictions set forth in the California Business and Professions Code and regulations of the State Real Estate Commissioner. Further, in calculating the total number of units necessary to satisfy Section 1388, there shall be included in the forty percent (40%) requirement any units in which the occupant qualified for and has expressed an intent to obtain a renewable lifetime lease pursuant to Section 1391(c) (this lifetime lease is for a protected class of tenants and is not the same as the lifetime lease required to be offered to all tenants under the Expedited Conversion Program).

Any Tenant Intent to Purchase Forms obtained by way of any inducement of the subdivider to provide benefits to that tenant beyond those established by this Code shall be so identified and the specific representations of the subdivider shall be set forth in detail. All such Forms shall be come a matter of public record and the subdivider shall be required to comply with his or her representations as conditions of approval.

The Intent to Purchase Forms, once signed by a tenant, shall be irrevocable by said tenant, for purposes of compliance with Section 1388, provided, however, that the Director shall invalidate any such Form upon a determination that the subdivider has used coercion, fraud, duress, misrepresentation or threat in connection with obtaining or soliciting tenant approval of such Form.

TENANT INTENT TO PURCHASE

I/We, Jeffrey E. Decker and Dana E. Decker as
tenant(s) of property at 3234 Washington Street, San Francisco, CA 94115

at the time of the filing of the application for a condominium conversion subdivision of such property, do hereby certify my/our intent to purchase my/our occupied Unit No. 1 at said property. I/We have seen the list of proposed sales prices to tenants, to be filed by the subdivider with the City and County of San Francisco, and this list indicates the sales price for the subject unit to be \$ \$2,000,000.

I/We have reviewed Section 1388 of the Subdivision Code, concerning Tenant Intent to Purchase. It is understood that signing this Intent to Purchase Form, while not creating a contractual obligation to buy, does represent my/our bona fide current desire that I/We have every intention to pursue to completion.

It is further understood that this Intent to Purchase Form will be filed with the City and County for the purpose of establishing the percentage of tenants that may be expected to purchase units if the units are sold as condominiums, pursuant to Section 1388 of said Subdivision Code.

I/We declare, under penalty of perjury, that the statements herein are true and correct.


Signature of Applicant

Jeffrey E. Decker, Trustee

Printed Name

8/14/19
Date


Signature of Applicant

Dana E. Decker, Trustee

Printed Name

8/14/19
Date

Form 2A**Tenant Intent to Purchase**

Subdivision Code Section 1388. Tenant Intent to Purchase. No application for conversion shall be approved unless there are substantial numbers of tenants who have indicated their intent to purchase their rental unit. This intent shall be evidenced by the submittal in writing of the DPW Tenant Intent to Purchase Form by tenants representing no less than forty percent (40%) of the units. For purposes of calculation, such Forms must be signed by one (1) tenant in a 2-unit building, two (2) tenants residing in separate units in a 3-, 4-, or 5-unit building, or three (3) tenants residing in separate units in a 6-unit building. In obtaining or soliciting tenant approval of the Intent to Purchase Forms, subdividers shall comply with any restrictions set forth in the California Business and Professions Code and regulations of the State Real Estate Commissioner. Further, in calculating the total number of units necessary to satisfy Section 1388, there shall be included in the forty percent (40%) requirement any units in which the occupant qualified for and has expressed an intent to obtain a renewable lifetime lease pursuant to Section 1391(c) (this lifetime lease is for a protected class of tenants and is not the same as the lifetime lease required to be offered to all tenants under the Expedited Conversion Program).

Any Tenant Intent to Purchase Forms obtained by way of any inducement of the subdivider to provide benefits to that tenant beyond those established by this Code shall be so identified and the specific representations of the subdivider shall be set forth in detail. All such Forms shall be come a matter of public record and the subdivider shall be required to comply with his or her representations as conditions of approval.

The Intent to Purchase Forms, once signed by a tenant, shall be irrevocable by said tenant, for purposes of compliance with Section 1388, provided, however, that the Director shall invalidate any such Form upon a determination that the subdivider has used coercion, fraud, duress, misrepresentation or threat in connection with obtaining or soliciting tenant approval of such Form.

TENANT INTENT TO PURCHASE

I/We, Sarah E. Robson as
tenant(s) of property at 3234 Washington Street, San Francisco, CA 94115

at the time of the filing of the application for a condominium conversion subdivision of such property, do hereby certify my/our intent to purchase my/our occupied Unit No. 2 at said property. I/We have seen the list of proposed sales prices to tenants, to be filed by the subdivider with the City and County of San Francisco, and this list indicates the sales price for the subject unit to be \$ \$1,500,000.

I/We have reviewed Section 1388 of the Subdivision Code, concerning Tenant Intent to Purchase. It is understood that signing this Intent to Purchase Form, while not creating a contractual obligation to buy, does represent my/our bona fide current desire that I/We have every intention to pursue to completion.

It is further understood that this Intent to Purchase Form will be filed with the City and County for the purpose of establishing the percentage of tenants that may be expected to purchase units if the units are sold as condominiums, pursuant to Section 1388 of said Subdivision Code.

I/We declare, under penalty of perjury, that the statements herein are true and correct.


Signature of Applicant

Sarah E. Robson

Printed Name

8/14/2019
Date

Form 2A**Tenant Intent to Purchase**

Subdivision Code Section 1388. Tenant Intent to Purchase. No application for conversion shall be approved unless there are substantial numbers of tenants who have indicated their intent to purchase their rental unit. This intent shall be evidenced by the submittal in writing of the DPW Tenant Intent to Purchase Form by tenants representing no less than forty percent (40%) of the units. For purposes of calculation, such Forms must be signed by one (1) tenant in a 2-unit building, two (2) tenants residing in separate units in a 3-, 4-, or 5-unit building, or three (3) tenants residing in separate units in a 6-unit building. In obtaining or soliciting tenant approval of the Intent to Purchase Forms, subdividers shall comply with any restrictions set forth in the California Business and Professions Code and regulations of the State Real Estate Commissioner. Further, in calculating the total number of units necessary to satisfy Section 1388, there shall be included in the forty percent (40%) requirement any units in which the occupant qualified for and has expressed an intent to obtain a renewable lifetime lease pursuant to Section 1391(c) (this lifetime lease is for a protected class of tenants and is not the same as the lifetime lease required to be offered to all tenants under the Expedited Conversion Program).

Any Tenant Intent to Purchase Forms obtained by way of any inducement of the subdivider to provide benefits to that tenant beyond those established by this Code shall be so identified and the specific representations of the subdivider shall be set forth in detail. All such Forms shall be come a matter of public record and the subdivider shall be required to comply with his or her representations as conditions of approval.

The Intent to Purchase Forms, once signed by a tenant, shall be irrevocable by said tenant, for purposes of compliance with Section 1388, provided, however, that the Director shall invalidate any such Form upon a determination that the subdivider has used coercion, fraud, duress, misrepresentation or threat in connection with obtaining or soliciting tenant approval of such Form.

TENANT INTENT TO PURCHASE

I/We, Diane B. Gu as
tenant(s) of property at 3234 Washington Street, San Francisco, CA 94115

at the time of the filing of the application for a condominium conversion subdivision of such property, do hereby certify my/our intent to purchase my/our occupied Unit No. 3 at said property. I/We have seen the list of proposed sales prices to tenants, to be filed by the subdivider with the City and County of San Francisco, and this list indicates the sales price for the subject unit to be \$ \$2,000,000.

I/We have reviewed Section 1388 of the Subdivision Code, concerning Tenant Intent to Purchase. It is understood that signing this Intent to Purchase Form, while not creating a contractual obligation to buy, does represent my/our bona fide current desire that I/We have every intention to pursue to completion.

It is further understood that this Intent to Purchase Form will be filed with the City and County for the purpose of establishing the percentage of tenants that may be expected to purchase units if the units are sold as condominiums, pursuant to Section 1388 of said Subdivision Code.

I/We declare, under penalty of perjury, that the statements herein are true and correct.



Signature of Applicant

Diane B. Gu, Trustee

Printed Name

8/14/19

Date

Form 2A**Tenant Intent to Purchase**

Subdivision Code Section 1388. Tenant Intent to Purchase. No application for conversion shall be approved unless there are substantial numbers of tenants who have indicated their intent to purchase their rental unit. This intent shall be evidenced by the submittal in writing of the DPW Tenant Intent to Purchase Form by tenants representing no less than forty percent (40%) of the units. For purposes of calculation, such Forms must be signed by one (1) tenant in a 2-unit building, two (2) tenants residing in separate units in a 3-, 4-, or 5-unit building, or three (3) tenants residing in separate units in a 6-unit building. In obtaining or soliciting tenant approval of the Intent to Purchase Forms, subdividers shall comply with any restrictions set forth in the California Business and Professions Code and regulations of the State Real Estate Commissioner. Further, in calculating the total number of units necessary to satisfy Section 1388, there shall be included in the forty percent (40%) requirement any units in which the occupant qualified for and has expressed an intent to obtain a renewable lifetime lease pursuant to Section 1391(c) (this lifetime lease is for a protected class of tenants and is not the same as the lifetime lease required to be offered to all tenants under the Expedited Conversion Program).

Any Tenant Intent to Purchase Forms obtained by way of any inducement of the subdivider to provide benefits to that tenant beyond those established by this Code shall be so identified and the specific representations of the subdivider shall be set forth in detail. All such Forms shall be come a matter of public record and the subdivider shall be required to comply with his or her representations as conditions of approval.

The Intent to Purchase Forms, once signed by a tenant, shall be irrevocable by said tenant, for purposes of compliance with Section 1388, provided, however, that the Director shall invalidate any such Form upon a determination that the subdivider has used coercion, fraud, duress, misrepresentation or threat in connection with obtaining or soliciting tenant approval of such Form.

TENANT INTENT TO PURCHASE

I/We, Caroline R. Brand and Harrison S. Lieberfarb as
tenant(s) of property at 3234 Washington Street, San Francisco, CA 94115

at the time of the filing of the application for a condominium conversion subdivision of such property, do hereby certify my/our intent to purchase my/our occupied Unit No. 4 at said property. I/We have seen the list of proposed sales prices to tenants, to be filed by the subdivider with the City and County of San Francisco, and this list indicates the sales price for the subject unit to be \$ \$2,000,000.

I/We have reviewed Section 1388 of the Subdivision Code, concerning Tenant Intent to Purchase. It is understood that signing this Intent to Purchase Form, while not creating a contractual obligation to buy, does represent my/our bona fide current desire that I/We have every intention to pursue to completion.

It is further understood that this Intent to Purchase Form will be filed with the City and County for the purpose of establishing the percentage of tenants that may be expected to purchase units if the units are sold as condominiums, pursuant to Section 1388 of said Subdivision Code.

I/We declare, under penalty of perjury, that the statements herein are true and correct.

Caroline Brand

Signature of Applicant

Caroline R. Brand

Printed Name

8/14/19

Date

Harrison S. Lieberfarb

Signature of Applicant

Harrison S. Lieberfarb

Printed Name

08/14/19

Date

Form 2A**Tenant Intent to Purchase**

Subdivision Code Section 1388. Tenant Intent to Purchase. No application for conversion shall be approved unless there are substantial numbers of tenants who have indicated their intent to purchase their rental unit. This intent shall be evidenced by the submittal in writing of the DPW Tenant Intent to Purchase Form by tenants representing no less than forty percent (40%) of the units. For purposes of calculation, such Forms must be signed by one (1) tenant in a 2-unit building, two (2) tenants residing in separate units in a 3-, 4-, or 5-unit building, or three (3) tenants residing in separate units in a 6-unit building. In obtaining or soliciting tenant approval of the Intent to Purchase Forms, subdividers shall comply with any restrictions set forth in the California Business and Professions Code and regulations of the State Real Estate Commissioner. Further, in calculating the total number of units necessary to satisfy Section 1388, there shall be included in the forty percent (40%) requirement any units in which the occupant qualified for and has expressed an intent to obtain a renewable lifetime lease pursuant to Section 1391(c) (this lifetime lease is for a protected class of tenants and is not the same as the lifetime lease required to be offered to all tenants under the Expedited Conversion Program).

Any Tenant Intent to Purchase Forms obtained by way of any inducement of the subdivider to provide benefits to that tenant beyond those established by this Code shall be so identified and the specific representations of the subdivider shall be set forth in detail. All such Forms shall be come a matter of public record and the subdivider shall be required to comply with his or her representations as conditions of approval.

The Intent to Purchase Forms, once signed by a tenant, shall be irrevocable by said tenant, for purposes of compliance with Section 1388, provided, however, that the Director shall invalidate any such Form upon a determination that the subdivider has used coercion, fraud, duress, misrepresentation or threat in connection with obtaining or soliciting tenant approval of such Form.

TENANT INTENT TO PURCHASE

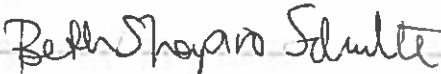
I/We, Beth Shapiro Schulte and David Michael Schulte as
tenant(s) of property at 3234 Washington Street, San Francisco, CA 94115

at the time of the filing of the application for a condominium conversion subdivision of such property, do hereby certify my/our intent to purchase my/our occupied Unit No. 5 at said property. I/We have seen the list of proposed sales prices to tenants, to be filed by the subdivider with the City and County of San Francisco, and this list indicates the sales price for the subject unit to be \$ \$5,000,000

I/We have reviewed Section 1388 of the Subdivision Code, concerning Tenant Intent to Purchase. It is understood that signing this Intent to Purchase Form, while not creating a contractual obligation to buy, does represent my/our bona fide current desire that I/We have every intention to pursue to completion.

It is further understood that this Intent to Purchase Form will be filed with the City and County for the purpose of establishing the percentage of tenants that may be expected to purchase units if the units are sold as condominiums, pursuant to Section 1388 of said Subdivision Code.

I/We declare, under penalty of perjury, that the statements herein are true and correct.


Signature of Applicant

Beth Shapiro Schulte, Trustee

Printed Name

8/14/19
Date


Signature of Applicant

David Michael Schulte, Trustee

Printed Name

8/14/19
Date

Form 2A**Tenant Intent to Purchase**

Subdivision Code Section 1388. Tenant Intent to Purchase. No application for conversion shall be approved unless there are substantial numbers of tenants who have indicated their intent to purchase their rental unit. This intent shall be evidenced by the submittal in writing of the DPW Tenant Intent to Purchase Form by tenants representing no less than forty percent (40%) of the units. For purposes of calculation, such Forms must be signed by one (1) tenant in a 2-unit building, two (2) tenants residing in separate units in a 3-, 4-, or 5-unit building, or three (3) tenants residing in separate units in a 6-unit building. In obtaining or soliciting tenant approval of the Intent to Purchase Forms, subdividers shall comply with any restrictions set forth in the California Business and Professions Code and regulations of the State Real Estate Commissioner. Further, in calculating the total number of units necessary to satisfy Section 1388, there shall be included in the forty percent (40%) requirement any units in which the occupant qualified for and has expressed an intent to obtain a renewable lifetime lease pursuant to Section 1391(c) (this lifetime lease is for a protected class of tenants and is not the same as the lifetime lease required to be offered to all tenants under the Expedited Conversion Program).

Any Tenant Intent to Purchase Forms obtained by way of any inducement of the subdivider to provide benefits to that tenant beyond those established by this Code shall be so identified and the specific representations of the subdivider shall be set forth in detail. All such Forms shall become a matter of public record and the subdivider shall be required to comply with his or her representations as conditions of approval.

The Intent to Purchase Forms, once signed by a tenant, shall be irrevocable by said tenant, for purposes of compliance with Section 1388, provided, however, that the Director shall invalidate any such Form upon a determination that the subdivider has used coercion, fraud, duress, misrepresentation or threat in connection with obtaining or soliciting tenant approval of such Form.

TENANT INTENT TO PURCHASE

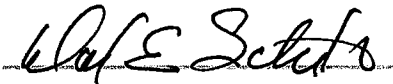
I/We, David E. Schulte and Kathryn C. Schulte as
tenant(s) of property at 3234 Washington Street, San Francisco, CA 94115

at the time of the filing of the application for a condominium conversion subdivision of such property, do hereby certify my/our intent to purchase my/our occupied Unit No. 5 at said property. I/We have seen the list of proposed sales prices to tenants, to be filed by the subdivider with the City and County of San Francisco, and this list indicates the sales price for the subject unit to be \$ \$5,000,000.

I/We have reviewed Section 1388 of the Subdivision Code, concerning Tenant Intent to Purchase. It is understood that signing this Intent to Purchase Form, while not creating a contractual obligation to buy, does represent my/our bona fide current desire that I/We have every intention to pursue to completion.

It is further understood that this Intent to Purchase Form will be filed with the City and County for the purpose of establishing the percentage of tenants that may be expected to purchase units if the units are sold as condominiums, pursuant to Section 1388 of said Subdivision Code.

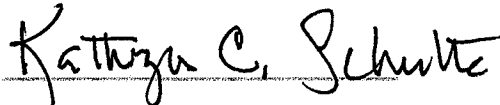
I/We declare, under penalty of perjury, that the statements herein are true and correct.



Signature of Applicant

David E. Schulte

Printed Name

8/14/19
Date

Signature of Applicant

Kathryn C. Schulte

Printed Name

8/14/19
Date

Form 12**Owner's Affidavit****Eviction of Senior, Disabled, or Catastrophically Ill Tenant**
Compliance with Section 1396.2(b) of the San Francisco Subdivision Code

Required for all owners of record

Assessor's Parcel Number: 0983-008**Property Address:** 3234 Washington Street, San Francisco, CA 94115I/We, Jeffrey E. Decker and Dana E. Decker, herby certify under penalty of perjury that the following is true and
print name

correct to the best of my knowledge:

Since May 1, 2005, no eviction as defined in San Francisco Administrative Code Section 37.9(a)(8), 37.9(a)(10), 37.9(a)(11), or 37.9(a)(13) of a senior, disabled person, or catastrophically ill tenant as defined below has occurred, or if such an eviction took place, each unit in the building was occupied by a separate owner of record on April 4, 2006. For purposes of the above statement, a "senior" shall be a person who is 60 years or older and has been residing in the unit for 10 years or more at the time of issuance of the eviction notice; a "disabled" tenant is defined as a person who is disabled within the meaning of Title 42 U.S.C. Section 12102(2)(A); and a "catastrophically ill" tenant is defined as a person who is disabled as defined by above, and who is suffering from a life threatening illness as certified by his or her primary care physician.

I understand that I am affirming under penalty of perjury to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement may include denial of the condominium conversion subdivision, fines, and/or imprisonment.

Jeffrey E. Decker, Trustee
Signature of Applicant

Jeffrey E. Decker, Trustee
Printed Name

8/14/19
Date

Dana E. Decker
Signature of Applicant

Dana E. Decker, Trustee
Printed Name

8/14/19
Date

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

State of CALIFORNIACounty of SAN FRANCISCOOn 08/14/2019 before me, KYLE DEVIN EISENBERG, Notary Public, personally appeared

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

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

WITNESS my hand and official seal.



Signature Kyle Devin Eisenberg (seal)

Form 12**Owner's Affidavit****Eviction of Senior, Disabled, or Catastrophically Ill Tenant**
Compliance with Section 1396.2(b) of the San Francisco Subdivision Code

Required for all owners of record

Assessor's Parcel Number: 0983-008**Property Address:** 3234 Washington Street, San Francisco, CA 94115I/We, Sarah E. Robson, hereby certify under penalty of perjury that the following is true and
print name

correct to the best of my knowledge:

Since May 1, 2005, no eviction as defined in San Francisco Administrative Code Section 37.9(a)(8), 37.9(a)(10), 37.9(a)(11), or 37.9(a)(13) of a senior, disabled person, or catastrophically ill tenant as defined below has occurred, or if such an eviction took place, each unit in the building was occupied by a separate owner of record on April 4, 2006. For purposes of the above statement, a "senior" shall be a person who is 60 years or older and has been residing in the unit for 10 years or more at the time of issuance of the eviction notice; a "disabled" tenant is defined as a person who is disabled within the meaning of Title 42 U.S.C. Section 12102(2)(A); and a "catastrophically ill" tenant is defined as a person who is disabled as defined by above, and who is suffering from a life threatening illness as certified by his or her primary care physician.

I understand that I am affirming under penalty of perjury to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement may include denial of the condominium conversion subdivision, fines, and/or imprisonment.



Signature of Applicant

Sarah E. Robson

Printed Name

August 14 2019

Date

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

State of CALIFORNIACounty of SAN FRANCISCOOn 08/14/2019 before me, KYLE DEVIN EISENBERG, Notary Public, personally appeared

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

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

WITNESS my hand and official seal.

Signature



(seal)



Form 12**Owner's Affidavit****Eviction of Senior, Disabled, or Catastrophically Ill Tenant**
Compliance with Section 1396.2(b) of the San Francisco Subdivision Code

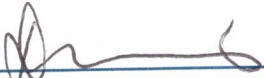
Required for all owners of record

Assessor's Parcel Number: 0983-008**Property Address:** 3234 Washington Street, San Francisco, CA 94115I/We, Diane B. Gu, hereby certify under penalty of perjury that the following is true and
print name

correct to the best of my knowledge:

Since May 1, 2005, no eviction as defined in San Francisco Administrative Code Section 37.9(a)(8), 37.9(a)(10), 37.9(a)(11), or 37.9(a)(13) of a senior, disabled person, or catastrophically ill tenant as defined below has occurred, or if such an eviction took place, each unit in the building was occupied by a separate owner of record on April 4, 2006. For purposes of the above statement, a "senior" shall be a person who is 60 years or older and has been residing in the unit for 10 years or more at the time of issuance of the eviction notice; a "disabled" tenant is defined as a person who is disabled within the meaning of Title 42 U.S.C. Section 12102(2)(A); and a "catastrophically ill" tenant is defined as a person who is disabled as defined by above, and who is suffering from a life threatening illness as certified by his or her primary care physician.

I understand that I am affirming under penalty of perjury to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement may include denial of the condominium conversion subdivision, fines, and/or imprisonment.



Signature of Applicant

Diane B. Gu, Trustee

Printed Name

8/14/19

Date

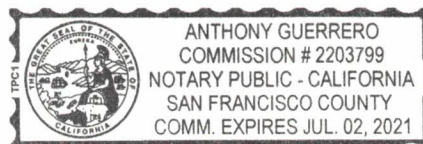
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of CaliforniaCounty of San FranciscoOn August 14th 2019 before me, Anthony Guerrero, Notary Public, personally appeared

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

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

WITNESS my hand and official seal.



Anthony Guerrero (seal)

Form 12**Owner's Affidavit**

Eviction of Senior, Disabled, or Catastrophically Ill Tenant
Compliance with Section 1396.2(b) of the San Francisco Subdivision Code

Required for all owners of record

Assessor's Parcel Number: 0983-008

Property Address: 3234 Washington Street, San Francisco, CA 94115

I/We, Caroline R. Brand and Harrison S. Lieberfarb, herby certify under penalty of perjury that the following is true and
print name

correct to the best of my knowledge:

Since May 1, 2005, no eviction as defined in San Francisco Administrative Code Section 37.9(a)(8), 37.9(a)(10), 37.9(a)(11), or 37.9(a)(13) of a senior, disabled person, or catastrophically ill tenant as defined below has occurred, or if such an eviction took place, each unit in the building was occupied by a separate owner of record on April 4, 2006. For purposes of the above statement, a "senior" shall be a person who is 60 years or older and has been residing in the unit for 10 years or more at the time of issuance of the eviction notice; a "disabled" tenant is defined as a person who is disabled within the meaning of Title 42 U.S.C. Section 12102(2)(A); and a "catastrophically ill" tenant is defined as a person who is disabled as defined by above, and who is suffering from a life threatening illness as certified by his or her primary care physician.

I understand that I am affirming under penalty of perjury to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement may include denial of the condominium conversion subdivision, fines, and/or imprisonment.

Caroline Brand

Signature of Applicant

Caroline R. Brand

Printed Name

8/14/19

Date

Harrison S. Lieberfarb

Signature of Applicant

Harrison S. Lieberfarb

Printed Name

08/19/19

Date

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

State of CALIFORNIA

County of SAN FRANCISCO

On 08/14/2019 before me, KYLE DEVIN EISENBERG, Notary Public, personally appeared

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

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

WITNESS my hand and official seal.



Signature

[Signature] (seal)

Form 12**Owner's Affidavit****Eviction of Senior, Disabled, or Catastrophically Ill Tenant**
Compliance with Section 1396.2(b) of the San Francisco Subdivision Code

Required for all owners of record

Assessor's Parcel Number: 0983-008**Property Address:** 3234 Washington Street, San Francisco, CA 94115I/We, Beth Shapiro Schulte and David Michael Schulte, herby certify under penalty of perjury that the following is true and
print name

correct to the best of my knowledge:

Since May 1, 2005, no eviction as defined in San Francisco Administrative Code Section 37.9(a)(8), 37.9(a)(10), 37.9(a)(11), or 37.9(a)(13) of a senior, disabled person, or catastrophically ill tenant as defined below has occurred, or if such an eviction took place, each unit in the building was occupied by a separate owner of record on April 4, 2006. For purposes of the above statement, a "senior" shall be a person who is 60 years or older and has been residing in the unit for 10 years or more at the time of issuance of the eviction notice; a "disabled" tenant is defined as a person who is disabled within the meaning of Title 42 U.S.C. Section 12102(2)(A); and a "catastrophically ill" tenant is defined as a person who is disabled as defined by above, and who is suffering from a life threatening illness as certified by his or her primary care physician.

I understand that I am affirming under penalty of perjury to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement may include denial of the condominium conversion subdivision, fines, and/or imprisonment.

Beth Shapiro Schulte
Signature of Applicant

Beth Shapiro Schulte, Trustee

Printed Name

8/14/19
Date

David Michael Schulte
Signature of Applicant

David Michael Schulte, Trustee

Printed Name

8/14/19
Date

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

State of CALIFORNIACounty of SAN FRANCISCOOn 08/14/2019 before me, KYLE DEVIN EISENBERG, Notary Public, personally appeared

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

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

WITNESS my hand and official seal.



Signature

[Signature]
(seal)

Form 12**Owner's Affidavit****Eviction of Senior, Disabled, or Catastrophically Ill Tenant**
Compliance with Section 1396.2(b) of the San Francisco Subdivision Code

Required for all owners of record

Assessor's Parcel Number: 0983-008**Property Address:** 3234 Washington Street, San Francisco, CA 94115I/We, David E. Schulte and Kathryn C. Schulte, herby certify under penalty of perjury that the following is true and
print name

correct to the best of my knowledge:

Since May 1, 2005, no eviction as defined in San Francisco Administrative Code Section 37.9(a)(8), 37.9(a)(10), 37.9(a)(11), or 37.9(a)(13) of a senior, disabled person, or catastrophically ill tenant as defined below has occurred, or if such an eviction took place, each unit in the building was occupied by a separate owner of record on April 4, 2006. For purposes of the above statement, a "senior" shall be a person who is 60 years or older and has been residing in the unit for 10 years or more at the time of issuance of the eviction notice; a "disabled" tenant is defined as a person who is disabled within the meaning of Title 42 U.S.C. Section 12102(2)(A); and a "catastrophically ill" tenant is defined as a person who is disabled as defined by above, and who is suffering from a life threatening illness as certified by his or her primary care physician.

I understand that I am affirming under penalty of perjury to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement may include denial of the condominium conversion subdivision, fines, and/or imprisonment.

David E. Schulte
Signature of Applicant

David E. Schulte

Printed Name

8/14/19
Date

Kathryn C. Schulte
Signature of Applicant

Kathryn C. Schulte

Printed Name

8/14/19
Date

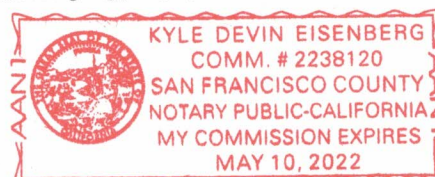
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of CALIFORNIACounty of SAN FRANCISCOOn 08/14/2019 before me, KYLE DEVIN EISENBERG, Notary Public, personally appeared

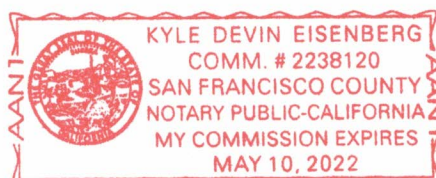
DAVID E. SCHULTE, KATHRYN C. SCHULTE, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

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

WITNESS my hand and official seal.



Signature Kyle Devin Eisenberg (seal)



Form 13

Owner's Affidavit Eviction of Tenants

Compliance with Section 1396.2(a) of the San Francisco Subdivision Code

Required for all owners of record

Assessor's Parcel Number: 0983-008

Property Address: 3234 Washington Street, San Francisco, CA 94115

I/We, Sarah E. Robson, hereby certify under penalty of perjury that the following is true and

print name

correct to the best of my knowledge:

Since May 1, 2005, two or more tenants occupying separate units have not been evicted under San Francisco Administrative Code Section 37.9(a)(8), 37.9(a)(10), 37.9(a)(11), or 37.9(a)(13), or if such evictions took place, each unit in the building was occupied by a separate owner of record on April 4, 2006.

I understand that I am affirming under penalty of perjury to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement may include denial of the condominium conversion subdivision, fines, and/or imprisonment.

Shelle

Signature of Applicant

Sarah E. Robson

Printed Name

August 14 2019
Date

Date _____

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

State of CALIFORNIA

County of SAN FRANCISCO

On 08/14/2015 before me, HANS DEWIL ESKOBAR, Notary Public, personally appeared

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

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

WITNESS my hand and official seal.

Signature

(seal)



Form 13**Owner's Affidavit
Eviction of Tenants**

Compliance with Section 1396.2(a) of the San Francisco Subdivision Code

Required for all owners of record

Assessor's Parcel Number: 0983-008**Property Address:** 3234 Washington Street, San Francisco, CA 94115

I/We, Diane B. Gu, hereby certify under penalty of perjury that the following is true and
print name

correct to the best of my knowledge:

Since May 1, 2005, two or more tenants occupying separate units have not been evicted under San Francisco Administrative Code Section 37.9(a)(8), 37.9(a)(10), 37.9(a)(11), or 37.9(a)(13), or if such evictions took place, each unit in the building was occupied by a separate owner of record on April 4, 2006.

I understand that I am affirming under penalty of perjury to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement may include denial of the condominium conversion subdivision, fines, and/or imprisonment.


 Signature of Applicant

Diane B. Gu, Trustee
 Printed Name

8/14/19
 Date

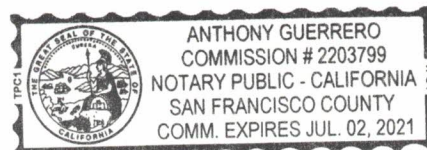
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of CaliforniaCounty of San FranciscoOn August 14th 2019 before me, Anthony Guerrero, Notary Public, personally appeared

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

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

WITNESS my hand and official seal.



Signature  (seal)

Form 13**Owner's Affidavit
Eviction of Tenants**

Compliance with Section 1396.2(a) of the San Francisco Subdivision Code

Required for all owners of record

Assessor's Parcel Number: 0983-008**Property Address:** 3234 Washington Street, San Francisco, CA 94115

I/We, Caroline R. Brand and Harrison S. Lieberfarb, herby certify under penalty of perjury that the following is true and
print name

correct to the best of my knowledge:

Since May 1, 2005, two or more tenants occupying separate units have not been evicted under San Francisco Administrative Code Section 37.9(a)(8), 37.9(a)(10), 37.9(a)(11), or 37.9(a)(13), or if such evictions took place, each unit in the building was occupied by a separate owner of record on April 4, 2006.

I understand that I am affirming under penalty of perjury to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement may include denial of the condominium conversion subdivision, fines, and/or imprisonment.

Caroline Brand

Signature of Applicant

Caroline R. Brand

Printed Name

8/14/19

Date

Harrison S. Lieberfarb

Signature of Applicant

Harrison S. Lieberfarb

Printed Name

08/14/19

Date

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

State of CALIFORNIACounty of SAN FRANCISCOOn 08/14/2019 before me, KYLE DEVIN EISENBERG, Notary Public, personally appeared

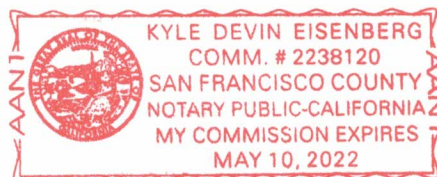
CAROLINE R. BRAND, HARRISON S. LIEBERFARB, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their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

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

WITNESS my hand and official seal.

Signature

(seal)



Form 13**Owner's Affidavit
Eviction of Tenants**

Compliance with Section 1396.2(a) of the San Francisco Subdivision Code

Required for all owners of record

Assessor's Parcel Number: 0983-008**Property Address:** 3234 Washington Street, San Francisco, CA 94115

I/We, Beth Shapiro Schulte and David Michael Schulte, herby certify under penalty of perjury that the following is true and
print name

correct to the best of my knowledge:

Since May 1, 2005, two or more tenants occupying separate units have not been evicted under San Francisco Administrative Code Section 37.9(a)(8), 37.9(a)(10), 37.9(a)(11), or 37.9(a)(13), or if such evictions took place, each unit in the building was occupied by a separate owner of record on April 4, 2006.

I understand that I am affirming under penalty of perjury to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement may include denial of the condominium conversion subdivision, fines, and/or imprisonment.

Beth Shapiro Schulte
 Signature of Applicant

Beth Shapiro Schulte, Trustee

Printed Name

8/14/19
 Date

David Michael Schulte
 Signature of Applicant

David Michael Schulte, Trustee

Printed Name

8/14/19
 Date

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

State of CALIFORNIA
~~SAN FRANCISCO~~

County of SAN FRANCISCO

On 08/14/2019 before me, KYLE DEVIN EISENBERG, Notary Public, personally appeared

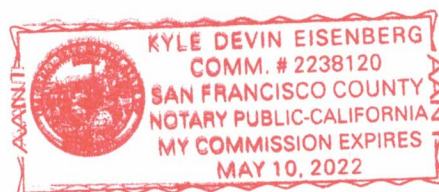
BETH SHAPIRO SCHULTE, DAVID MICHAEL SCHULTE, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their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

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

WITNESS my hand and official seal.

Signature

Kyle Devin Eisenberg
 (seal)



Form 13**Owner's Affidavit
Eviction of Tenants**

Compliance with Section 1396.2(a) of the San Francisco Subdivision Code

Required for all owners of record

Assessor's Parcel Number: 0983-008**Property Address:** 3234 Washington Street, San Francisco, CA 94115

I/We, David E. Schulte and Kathryn C. Schulte, herby certify under penalty of perjury that the following is true and
print name

correct to the best of my knowledge:

Since May 1, 2005, two or more tenants occupying separate units have not been evicted under San Francisco Administrative Code Section 37.9(a)(8), 37.9(a)(10), 37.9(a)(11), or 37.9(a)(13), or if such evictions took place, each unit in the building was occupied by a separate owner of record on April 4, 2006.

I understand that I am affirming under penalty of perjury to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement may include denial of the condominium conversion subdivision, fines, and/or imprisonment.

David E. Schulte
 Signature of Applicant

David E. Schulte
 Printed Name

8/14/19
 Date

Kathryn C. Schulte
 Signature of Applicant

Kathryn C. Schulte
 Printed Name

8/14/19
 Date

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

State of CALIFORNIACounty of SAN FRANCISCOOn 08/14/2019 before me, KYLE DEVIN EISENBERG, Notary Public, personally appeared

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

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

WITNESS my hand and official seal.



Signature

Kyle Devin Eisenberg
 (seal)



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



Date: August 28, 2019

Rent Stabilization and
Arbitration Board
25 Van Ness Avenue, Suite 320
San Francisco, CA 94102-6033

Project ID: 10118			
Project Type: 5 Units Condo Conversion			
Address#	StreetName	Block	Lot
3234	WASHINGTON ST	0983	008
Tentative Map Referral			

Attention Van Lam

Pursuant to Sections 1359(d), 1396.2(a) & (b) and 1396.3(1) of the City and County of San Francisco Subdivision Code concerning building eviction status, the list below is submitted to your Department for review of any evictions on or after January 1, 2000. Under the provisions of the Subdivision Map Act and the City and County of San Francisco Subdivision Code, your Department must respond to the Bureau of Street-Use and Mapping within 30 days of the date of this letter. Failure to do so constitutes automatic approval from your department. Under these same state and local codes, DPW is required to approve, conditionally approve, or disapprove the above referenced map within 50 days of the receipt of the application. Thank you for your timely review of this Tentative Map.

Sincerely,

ADRIAN VERHAGEN

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

Digitally signed by ADRIAN VERHAGEN
DN: cn=ADRIAN VERHAGEN, o, ou=DPW-BSM,
email=adrian.verhagen@sfdpw.org, c=US
Date: 2019.08.28 13:22:35 -07'00'



No Eviction(s) have occurred on or after January 1, 2000.



An Eviction has occurred on or after January 1, 2000.
See attached documents.

Date(s) of
Eviction: _____

* A Buyout Agreement
filed on 8/1/19

This confirms that the Rent Stabilization and Arbitration Board has reviewed the above buildings for any eviction on or after January 1, 2000. If evictions have occurred supporting documents have been attached to this form.

Date 8-29-19

Signed [Signature]

Van Lam
Rent Stabilization and Arbitration Board

Buyout Agreement: Tenant Information

1	# of Tenants in Buyout Agreement
---	----------------------------------

[illegible]



RECEIVED
2019 AUG -1 AM 11:03
STATELINE, NV
STATELINE, NV
STATELINE, NV

18 Hwy 50
Stateline, NV 89449
Fax: 775-586-6552
1-800-HARRAHS
www.harrahs.com

Fax Message

To:	Paint Board	Fax:	415-252-4699
From:	Diane Gu	Date:	8/1/2019
Re:	Buyout Agreement	Pages:	8

☐ Urgent ☐ For review ☐ Please comment ☐ Please reply ☐ Please recycle

Additional Comments:

Please call me @ 408-728-0206
if any questions. Thank you

Diane

RE: 3234 WASHINGTON STREET #3, SAN FRANCISCO, CA 94115

DIANE GU (LANDLORD)
AND

JOHN RUHLEN (TENANT)

BUYOUT AGREEMENT, SETTLEMENT AGREEMENT, RELEASE, AND COVENANT NOT TO SUE

Voluntary Termination of Single Tenancy

San Francisco Administrative Code §37.9B

This Buyout Agreement, Settlement Agreement, Release and Covenant Not to Sue ("Agreement") is entered into by and between Diane Gu (hereinafter "landlord") and John Ruhlen (hereinafter "tenant").

DEFINITIONS AND RECITALS

1. WHEREAS, the settlement agreements concerns the residential tenancy of John Ruhlen at 3234 Washington Street #3, San Francisco, CA 94115, a residential rental unit (hereinafter "subject premises").
2. WHEREAS tenant has been residing peacefully at the subject premises and has resided therein at all times relevant hereto and is in good standing. No eviction notice has been served, and no eviction action has been initiated.
3. WHEREAS landlord has been represented by Daniel M. Bornstein of Bornstein Law, 507 Polk Street #310, San Francisco, California 94102, telephone (415) 469-7611 (attorney).
4. WHEREAS, tenant understands that tenant is under no obligation to enter into any settlement agreement and peacefully surrender possession of the subject premises, and that tenant is freely entering into this Agreement of tenant's own volition and without coercion. Whereas the parties have asserted claims against each other and/or may have claims against each other, and the bases for said claims have been disputed, continue to be disputed, and denied by the respective party against whom the claims were brought.
5. Tenant has been apprised of and acknowledge the following by initialing after each paragraph:
 - a. You, the tenant, have a right not to enter into a buyout agreement. JR [ini].
 - b. 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 - http://www.sfrb.org. JR [ini].
 - c. 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. JR [ini].
 - d. 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

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STAMPED
2019

**BUYOUT AGREEMENT, SETTLEMENT AGREEMENT, RELEASE AND COVENANT
NOT TO SUE (Voluntary Termination of Tenancy)**

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, John Ruhlen, believe that you are senior, disabled, or catastrophically ill as those terms are defined above? Yes _____ No X
I don't know _____ I prefer not say _____ JK [int.]

6. WHEREAS, except that which is specifically excluded herein, the parties to this Agreement wish and hereby intend to resolve, terminate and forever settle all other actual or potential disputes or legal causes of action (known or unknown), which currently exist or may exist between them as a result of any set of facts in existence immediately prior to the execution of this Agreement by said parties and which were or could have been the basis for any legal action, whether in law, equity or otherwise, which could have been commenced prior to the date of execution of this Agreement.
7. WHEREAS, the liability for all such claims is denied by all parties, and this final Settlement thereof shall never be treated as an admission of liability or responsibility at any time for any purpose.
8. "Party" or "parties" means or refers to any party executing this Agreement, and any of their successors, assigns, heirs, executors, administrators or insurance carriers.
9. Whenever the singular is used in this Agreement, it includes the plural. Whenever the masculine gender is used, it includes the feminine or neuter gender. Whenever the word "complaint" is used, it includes any and all amended complaints, amendments to complaints, cross-complaints, complaints in intervention, amended complaints in intervention, and amendments to complaints in intervention. Whenever the word "lien" is used, it includes any and all liens of any type and kind, including but not limited to any mechanic's lien and those provided by law.
10. WHEREAS, tenant desires to negotiate a surrender of possession of the subject premises and future right of occupancy of the subject premises, freely, voluntarily, without coercion and with full knowledge of his rights under California Law and the San Francisco Rent

**BUYOUT AGREEMENT, SETTLEMENT AGREEMENT, RELEASE AND COVENANT
NOT TO SUE (Voluntary Termination of Tenancy)**

Stabilization and Arbitration Ordinance, and hereby freely, voluntarily, and without coercion, waives those rights, subject to the provisions of paragraph 34, herein.

11. For good and valuable consideration, including but not limited to payments and or rent waivers to tenant John Rublin described herein, tenant hereby voluntarily and permanently terminates his tenancy and current and future right of occupancy, if any, at the subject premises, 7234 Washington Street, #3, San Francisco, CA 94115 no later than 5:00 p.m. August 5, 2019, leaving the premises in broom clean condition, free of all personal possessions, free of all occupants, and delivering all keys to landlord or landlord's agent. "Broom clean" shall be defined as follows: The premises shall be swept with a broom. The definition of broom clean shall not include the scrubbing/cleaning of walls, ceilings, appliances, fixtures or carpet cleaning. Tenant is not required to repair any defective conditions or deferred maintenance, nor are they required to patch nail holes, or paint. On July 22, 2019, landlord shall deliver one cashier's check in the amount of sixty-one thousand dollars (\$61,000.00) to Crow & Rose, 605 Market Street, Suite 400, San Francisco, CA 94105 (Escrow Holder) for deposit in their trust account. Upon tenant's and occupants, if any, surrender of the Premises pursuant to the terms of this Agreement, landlord or landlord's attorney will immediately notify Escrow Holder that Tenant has vacated the Premises in accord with this Agreement and Escrow Holder will then be authorized to release the funds from the trust account, delivering the funds to Tenant. In the event that landlord fails to authorize escrow fund release within 4 calendar days of surrender in conformity with this Agreement, the landlord shall be in breach of this Stipulation and all releases executed will be nullified. In the event that Tenant either (i) rescinds this Stipulation pursuant to paragraph 20, or (ii) breaches this Agreement, Escrow Holder agrees to return the funds to landlord.
12. **RENT:** Tenant shall continue to pay rent for the duration of occupancy in subject premises.
13. **SECURITY DEPOSIT:** Tenant's security deposit in the amount of \$3,050.00 shall be returned without offset upon Tenant's timely surrender of the Premises in broom clean condition.
14. **RELEASE:** With the exceptions noted herein and subject to the provisions of paragraph 34 herein, the parties and their heirs, successors, and assigns, do hereby forever, finally, fully and completely release, relieve, acquit, return and discharge one another and one another's agents, partners, trustees, officers, attorneys, directors, property managers, employees, independent contractors, and all others associated with the parties and/or acting on behalf of the parties from any and all claims, liens, debts, liabilities, demands, obligations, promises, acts, agreements, costs, expenses (including, without limitation, attorneys' fees), damages, injuries, suits, actions commenced prior to, and causes of action in whatever kind or nature, whether known or unknown, suspected or unsuspected, or contingent or fixed as a result of any set of facts in existence immediately prior to the date of execution of this Agreement by said parties and which are or which could have been the basis for any legal action, whether in law, equity or otherwise, which could have been filed on the date of execution of this Agreement.
15. **COVENANT NOT TO SUE:** With the exceptions noted herein, for good, valuable and other consideration described herein, the parties covenant never to institute any action, arbitration

or other legal proceeding, including but not limited to, any matters before the San Francisco Residential Rent Stabilization and Arbitration Board against any other party, person or entity arising from or related to the matters alleged in Paragraphs 1-15 of this Agreement and the subject property. The parties unconditionally, fully and finally release and discharge each other from any and all duties, claims, rights, complaints, charges, injuries, damages, costs, losses, expenses, taxes, attorneys' fees, debts, demands, actions, obligations, liabilities and causes of action, of any and every kind, nature and character whatsoever, whether arising out of contract, tort, statute, settlement, equity or otherwise, whether known or unknown, whether foreseen or unforeseen, whether fixed, liquidated, or contingent, which the parties

**BUYOUT AGREEMENT, SETTLEMENT AGREEMENT, RELEASE AND COVENANT
NOT TO SUE (Voluntary Termination of Tenancy)**

ever had, now have, or may in the future claim to have had against the other (and each of them) based on any act or omission concerning any matter, cause, or thing directly or indirectly which were raised or could have been raised against each other, from the beginning of time to the day this Agreement is fully executed.

16. **SECTION 1542 WAIVER:** With respect to the matters released herein, the parties hereto expressly waive any and all rights, except those expressly reserved, they may have under Section 1542 of the Civil Code of the State of California, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR
RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN
HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE
AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
DEBTOR OR RELEASED PARTY.

17. **LATER DISCOVERY:** The parties hereto acknowledge they may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those that are known or believed to be true, as to the matters released herein. Nevertheless, it is the intention of the parties, through this Agreement, to fully, finally and forever release all such matters and all claims related thereto that do now exist, may exist or heretofore have existed. In furtherance of such intention, the release herein given shall be and remain in effect as a full and complete release of such matters, notwithstanding the discovery or existence of any additional or different claims or facts related thereto by the parties hereto.

18. **RELEASE NULLIFICATION:** In the event Landlord fails to timely inform Escrow Holder make any payments as described in paragraph 11 of this agreement, all of the releases herein shall be deemed to be null and void.

19. **WARRANTY OF NON-ASSIGNMENT:** Each party warrants said party has not assigned, sold, hypothecated or transferred any rights said party may have against any other party.

20. **WARRANTY OF AUTHORIZATION:** Each person executing this Agreement warrants he or she is authorized to execute the Agreement on behalf of the person, partnership, joint venture, corporation, unincorporated association, estate, or governmental entity for which he or she signs and that all necessary resolutions and authorizations have been obtained prior to execution of this Agreement.

21. **BINDING AGREEMENT:** The Agreement benefits and is binding upon each party and his/her heirs, legatees, transferees, parents, subsidiaries, successors and assigns. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors, heirs, agents, independent contractors, employees, officers, directors and assigns. No change in the law which may occur between the time of execution of this agreement and by the time either party is under a duty to perform under this Agreement shall impact the parties' obligations arising from and out of this agreement.

**BUYOUT AGREEMENT, SETTLEMENT AGREEMENT, RELEASE AND COVENANT
NOT TO SUE (Voluntary Termination of Tenancy)**

- 22. INTEGRATION; MODIFICATION; SEVERABILITY; SAVINGS CLAUSE:** This Agreement supersedes all prior negotiations and agreements between the parties and is their full and final agreement with respect to its subject matter. This Agreement may not be modified unless by written agreement signed by all parties. In the event that any portion of this Agreement shall be found void or voidable by a court of competent jurisdiction, such portion shall be stricken and this Agreement returned to as closely approximate, as the law permits, the intent of stricken portion or portions. The terms of this Agreement may not be contradicted by evidence of any prior agreement(s) or contemporaneous oral agreement(s). The parties further intend that this Agreement constitutes the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding, if any, involving this Agreement.
- 23. ATTORNEYS' FEES:** In any action to enforce the terms of this Agreement by either party, the prevailing party shall be awarded, in addition to any other compensation or award, its reasonable attorneys' fees and costs.
- 24. AUTHORSHIP OF AGREEMENT:** Each party acknowledges the drafting of this Agreement was the product of negotiation; no party is the author of the Agreement, and this Agreement shall not be construed against any party on the ground such party authored or drafted this Agreement. No party shall be held liable or responsible for any word(s), phrase(s), and/or number(s) that have been included or excluded from this Agreement.
- 25. CONTROLLING LAW/IMPLEMENTATION OF AGREEMENT:** This Agreement shall be construed and shall be enforced pursuant to the laws of the State of California. The San Francisco County Superior Court shall have jurisdiction with regard to disputes in implementation of this Agreement.
- 26. ADVICE OF COUNSEL:** The parties hereto represent and warrant all the waivers, warranties, representations and covenants set forth in this Agreement are made after consultation with legal counsel of each party's choosing and with an understanding of their significance and consequence, and they are reasonable and a benefit to the parties. In the alternative, each party has been provided the opportunity to obtain such counsel and expressly waives said opportunity and he or she understands the consequences of executing this Agreement. Thus, each party acknowledges he or she has been represented by counsel or knowingly and voluntarily waives his or her opportunity to obtain counsel.
- 27. DEFENSE OF SUIT:** Each party hereto agrees that this Agreement may be pled by any party as a full and complete defense to and may be used as the basis for an injunction against any action, suit, arbitration, or other proceeding which may be initiated, prosecuted, or attempted by another party, or any person, firm, corporation, or organization on that party's behalf, wherein the claim concerns any term, clause or matters released by this Agreement. If a party ever claims, asserts, or brings an action in any forum alleging or asserting that this Agreement or any terms contained herein violate any local, county, state or federal ordinances, codes, regulations, statutes, or laws, or are a violation of public policy or regulation, then said party shall indemnify the other for bringing such an action or claim and

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for all consequences visited upon the other party as a result thereof, including reasonable attorneys' fees and costs, whether or not the initiating party is deemed the prevailing party.

28. **TERMINATION OF TENANCY NON-RESCINDABLE:** Except as provided in paragraph 34 below, this Agreement hereby serves as tenant's non-rescindable notice of termination of tenancy which landlord, by this document, hereby accepts and acknowledges. Should tenant fail to timely vacate the subject premises by 5:00 p.m. August 5th, 2019, tenant understands and acknowledges that a lawsuit shall be immediately filed to effect his summary removal therefrom.

Initials: JR
(JR)

29. **FREE AND VOLUNTARY:** This Agreement is freely and voluntarily entered into by the parties. The parties hereto represent, declare, affirm and warrant that in executing this Agreement they relied solely upon their own judgment, belief, and knowledge and the advice and recommendations of their own independently selected counsel, if so selected and relied upon, concerning the nature, extent and duration of their rights and claims. The parties also acknowledge that they and their respective counsels, if so selected and relied upon, have had a full, complete and uninterrupted opportunity to make whatever investigation or inquiry they deem necessary, appropriate or desirable in connection with the subject matter and terms of this Agreement prior to its execution. In executing this Agreement, no party hereto relied upon or has been influenced in any extent whatsoever in executing the same by any representation or statements covering any matter made by another party hereto or by any person representing any other party herein, save the representations, warranties and statements contained herein. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors, heirs, agents, independent contractors, attorneys, insurance carriers, employees, officers, directors and assigns.
30. **PERSONAL PROPERTY:** Any and all personal possessions or other personal property remaining on the premises after occupant vacates are hereby declared abandoned and of no value. Landlords may dispose of any property as landlords see fit. The parties agree that the provisions of Civil Code Sec. 1980-1991 have been complied with.

31. **COUNTERPARTS:** This Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and taken together shall constitute one and the same agreement, which shall be binding and effective as to all parties. Executed signatures shall be fully honored as if they were original inked signatures.

32. **CONFIDENTIALITY AND NON-DISPARAGEMENT:** Provided that owner and occupants satisfy all their legal obligations owed under this Agreement, owner and occupants agree that they will not publicize, disclose, permit or authorize the publication or disclosure of the contents of this Agreement, the amount of the settlement or the facts or opinions of the parties' relationship or their dealings and/or either parties' claims against the other without the

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prior express written consent of the other. Notwithstanding the foregoing sentence, the parties are not prohibited from making disclosures to their accountants, attorneys, or governmental taxing authorities and are further authorized to make any disclosures occasioned pursuant to service of legal process such as service of subpoenas, provided that the parties use their best efforts to ensure that the persons who receive said disclosures maintain their confidentiality. The provisions of this paragraph shall survive the termination or satisfaction of this Agreement.

33. The undersigned acknowledge they have read this Agreement, understand each and every term and all its terms together. Each and every term and all the terms of this Agreement together are reasonable, and each party hereto signs of said party's own free will.

34. **CANCELLATION:** 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 Diane Gu c/o Bernstein Law, 507 Polk Street #310, San Francisco, California 94102.

[Initials]

TR DG
(TR) (DG)


Diane Gu


John Rubien

Dated: June 4th, 2019

Dated: June 4th, 2019