Received at CPC Hearing 8/29/19
H. For For

RECORDING REQUESTED BY CLERK OF THE BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO

AND WHEN RECORDED MAIL TO:

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

(Exempt from Recording Fees Pursuant to Government Code Section 27383)

### **DEVELOPMENT AGREEMENT**

BY AND BETWEEN

THE CITY AND COUNTY OF SAN FRANCISCO

AND LAUREL HEIGHTS PARTNERS, LLC

FOR PROPERTY LOCATED AT 3333 CALIFORNIA STREET

membership interests in Developer or any Transferee, (2) grants of easement or of occupancy rights for existing or completed Buildings or other improvements (including, without limitation, space leases in Buildings), and (3) the placement of a Mortgage on the Project Site.

- 1.102 "Transportation Demand Management" benefits are described in Exhibit

  J.
  - 1.103 "Vested Elements" has the meaning set forth in Section 5.1.
  - 1.104 "Walnut Walk North" is described in Section 1.f of Exhibit C.
  - 1.105 "Walnut Walk South" is described in Section 1.f of Exhibit C
  - 1.106 "Workforce Agreement" means the Workforce Agreement attached as

## 2. EFFECTIVE DATE; TERM

Exhibit I.

- 2.1 <u>Effective Date</u>. This Agreement shall take effect upon the later of (i) the full execution and delivery of this Agreement by the Parties and (ii) the date the Enacting Ordinances are effective and operative ("Effective Date").
- Date and shall continue in full force and effect for fifteen (15) years thereafter unless extended or earlier terminated as provided herein ("Term"); provided, however, that (i) the Term shall be extended for each day of a Litigation Extension and (ii) Developer shall have the right to terminate this Agreement with respect to a Development Parcel upon completion of the Building within that Development Parcel and the Associated Community Benefits for that Building, as set forth in Section 7.1. The term of any conditional use permit or planned unit development shall be for the longer of the Term (as it relates to the applicable parcel) or the term otherwise allowed under the conditional use or planned unit development approval, as applicable. The term of the Tentative Map and any Subdivision Map shall be for the longer of the Term (as it relates to the applicable parcel) or the term otherwise allowed under the Subdivision Map Act.

### 3. GENERAL RIGHTS AND OBLIGATIONS

3.1 <u>Development of the Project</u>. Developer shall have the vested right to develop the Project in accordance with and subject to the provisions of this Agreement, and the City shall consider and process all Later Approvals for development of the Project in accordance with and subject to the provisions of this Agreement. The Parties acknowledge that Developer (i) has obtained all Approvals from the City required to Commence Construction of the Project, other

performed pursuant to <u>Section 8</u>. The Planning Director, acting on behalf of the City, shall execute and return such certificate within twenty (20) days following receipt of the request.

- 5.11 Existing, Continuing Uses and Interim Uses. The Parties acknowledge that the Existing Uses are lawfully authorized uses and may continue as such uses may be modified by the Project, provided that any modification thereof not a component of or contemplated by the Project is subject to Planning Code Section 178 and the applicable provisions of Section 5. Developer may install interim or temporary uses on the Project Site, which uses must be consistent with those uses allowed under the Project Site's zoning, the Approvals, the Project SUD, or any planned unit development authorization granted under the Project SUD, as applicable.
- 5.12 Taxes. Nothing in this Agreement limits the City's ability to impose new or increased taxes or special assessments, or any equivalent or substitute tax or assessment, provided (i) the City shall not institute, on its own initiative, proceedings for any new or increased special tax or special assessment for a land-secured financing district (including the special taxes under the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 et seq.) but not including business improvement districts or community benefit districts formed by a vote of the affected property owners) that includes the Project Site unless the new district is City-Wide or Developer gives its prior written consent to or requests such proceedings, and (ii) no such tax or assessment shall be targeted or directed at the Project, including, without limitation, any tax or assessment targeted solely at all or any part of the Project Site. Nothing in the foregoing prevents the City from imposing any tax or assessment against the Project Site, or any portion thereof, that is enacted in accordance with Law and applies to all similarly-situated property on a City-Wide basis.

#### 6. NO DEVELOPMENT OBLIGATION

There is no requirement under this Agreement that Developer initiate or complete development of the Project, or any portion thereof. There is also no requirement that development be initiated or completed within any period of time or in any particular order, subject to the requirement to complete Associated Community Benefits for each Building (or for any market rate residential unit in excess of three hundred eighty-six (386), as applicable) commenced by Developer as set forth in Section 4.1. The development of the Project is subject to numerous factors that are not within the control of Developer or the City, such as availability of financing, interest rates, access to capital, and similar factors. In Pardee Construction Co. v. City of

the cured event of default shall terminate.

#### 11. AMENDMENT; TERMINATION; EXTENSION OF TERM

- Amendment or Termination. This Agreement may only be amended with 11.1 the mutual written consent of the City and Developer; provided, however, that following a Transfer, the City and Developer or any Transferee may amend this Agreement as it affects Developer or the Transferee and the portion of the Project Site owned by Developer or the Transferee without affecting other portions of the Project Site or other Transferees. Other than upon the expiration of the Term and except as provided in Sections 2.2, 7.3, 9.4.2, and 11.2, this Agreement may only be terminated with the mutual written consent of the Parties. Any amendment to this Agreement that does not constitute a Material Change may be agreed to by the Planning Director (and, to the extent it affects any rights or obligations of a City department, with the approval of that City department). Any amendment that is a Material Change will require the approval of the Planning Director, the Planning Commission and the Board of Supervisors (and, to the extent it affects any rights or obligations of a City department, after consultation with that City Department). The determination of whether a proposed change constitutes a Material Change shall be made, on City's behalf, by the Planning Director following consultation with the City Attorney and any affected City Agency.
- 11.2 Early Termination Rights. Developer shall, upon thirty (30) days prior notice to the City, have the right, in its sole and absolute discretion, to terminate this Agreement in its entirety at any time if Developer does not Commence Construction on any part of the Project Site by the date which is five (5) years following the Effective Date as such five (5) year date may be extended by any Litigation Extension. Thereafter, the City shall, upon sixty (60) days prior notice to Developer, have the right, in its sole and absolute discretion, to terminate this Agreement if the Developer has not Commenced Construction; provided Developer can prevent any such termination by the City by providing to the City notice, within the above sixty (60) day period, of Developer's intent to start construction and the Developer thereafter Commences Construction within one hundred twenty (120) days following delivery of Developer's notice to the City, or, if unable to actually Commence Construction within said time period, demonstrates reasonable, good faith and continuing efforts to Commence Construction, such as by pursuing all necessary Later Approvals, and thereafter promptly Commences Construction upon receipt of the Later Approvals.
  - 11.3 Termination and Vesting. Any termination under this Agreement shall

#### Exhibit B

### **Project Description**

The Project Site is an approximately 446,490-square-foot, or 10.25-acre, parcel bounded by California Street to the north, Presidio Avenue to the east, Masonic Avenue to southeast, Euclid Avenue to the south, and Laurel Street/Mayfair Drive to the west, at the southern edge of San Francisco's Presidio Heights neighborhood in the northwest portion of San Francisco. The project sponsor, Laurel Heights Partners, LLC, owns the site and temporarily leases it to the Regents of the University of California, which uses the Project Site for its University of California San Francisco (UCSF) Laurel Heights Campus. The Project Site does not include the San Francisco Fireman's Credit Union (now called the SF Fire Credit Union) at the southwest corner of California Street and Presidio Avenue, which is on a separate parcel.

The Project Site is currently used as office and related research, child care, and parking. It is developed with a four-story, approximately 455,000-gross-square-foot office building including a three-level, 212-space, an approximately 93,000-gross-square-foot partially below-grade parking garage at the center of the site; a one-story, approximately 14,000-gross-square-foot annex building at the corner of California and Laurel streets; three surface parking lots with a total of 331 spaces connected by internal roadways; two circular garage ramp structures leading to below-grade parking levels; and landscaping or landscaped open space for the USCF Laurel Heights Campus occupants.

The proposed project includes approximately 1,427,832 gross square feet of new and rehabilitated space, comprising approximately 977,437 gross square feet of residential floor area with approximately 744 dwelling units; approximately 34,496 gross square feet of retail floor area; and an approximately 14,665 gross-square-foot child care center use. The proposed project would provide approximately 857 off-street parking spaces (including approximately 10 car share spaces), approximately 762 Class One bicycle spaces, and 77 Class Two bicycle spaces. These proposed uses would be located in 13 new buildings (known as Plaza A, Plaza B, Walnut, Mayfair, Laurel Townhomes, Euclid and Masonic) and in the adaptively reused office building (known as Center A and Center B), which would be divided into two separate buildings and converted to residential use.

25% of the proposed project's units will be deed-restricted, on-site affordable units designated for low-income senior households. These affordable units will be located in the proposed Walnut Building on California Street and consist of 185 studios and 1-bedrooms for seniors plus one (1) on-site manager's unit. The Walnut Building would also include an approximately 175-seat child care facility, including a contiguous outdoor activity area. The project includes approximately 34,496 square feet of neighborhood-serving retail located in the buildings fronting onto California Street (Plaza A, Plaza B and the Walnut Building). This retail

"Title Policy" is defined in Section 4.F.

"Utility Allowance" means a dollar amount determined in a manner acceptable to the California Tax Credit Allocation Committee, which may include an amount published periodically by the San Francisco Housing Authority or successor based on standards established by HUD, for the cost of basic utilities for households, adjusted for Household Size. If both the San Francisco Housing Authority and HUD cease publishing a Utility Allowance, then Developer may use another publicly available and credible dollar amount approved by MOHCD.

"Walnut Affordable Housing Building" is defined in Section 2.A.

"Walnut Child Care Parcel" is defined in Section 2.A.

"Walnut Housing Parcel" is defined in Section 2.A.

"Walnut Retail Parcel" is defined in Section 2.A.

"Walnut Land" is defined in Section 2.A.

### 2. Walnut Affordable Housing Building

A. <u>Description</u>. The 185 BMR Units and the Manager Unit will all be located in a single residential building (the "Walnut Affordable Housing Building") that will be located within a condominium parcel (the "Walnut Housing Parcel") on the portion of the Project Site depicted as the "Walnut Land" on <u>Attachment D-1</u> (the "Walnut Land"). The Walnut Affordable Housing Building will be comprised only of the BMR Units, the Manager Unit (which shall only be occupied by the Walnut Affordable Housing Building manager or, to the extent permitted under law, other property management staff), and the common and parking area for the BMR Units and Manager Unit. A condominium parcel for retail uses (the "Walnut Retail Parcel") and a condominium parcel for child care uses (the "Walnut Child Care Parcel") will also be located on the Walnut Land. The Walnut Housing Parcel, the Walnut Retail Parcel, and the Walnut Child Care Parcel will be created through a final map prepared under the Tentative Map as required in the Subdivision Map.

Before obtaining a First Construction Document for any portion of the Project or transferring the Walnut Land or the Walnut Housing Parcel to the Housing Entity, the Developer shall obtain legal descriptions for the Walnut Housing Parcel and the Walnut Child Care Parcel that are reasonably acceptable to City, cause the Walnut Land to be made a separate legal parcel, and record a declaration of restrictions (in a form approved by City and using such approved legal descriptions) that limits the use of the Walnut Housing Parcel to the construction and operation of the Walnut Affordable Housing Building and the Walnut Child Care Parcel to the construction and operation of a child care facility. In connection with the development of the Project, Developer shall have the right to enter into commercially reasonable licenses, easements, covenants, conditions and restrictions, reciprocal easement agreements, and similar agreements that affect the Walnut Housing Parcel to the extent necessary for the use or operation of any portion of the Walnut Housing Parcel (each, a "Property Covenant"); provided, however, that (i) Developer shall deliver the final version of each proposed Property Covenant to the MOHCD Director at least thirty (30) days before it is fully executed or recorded in the

Official Records of San Francisco County and (ii) all maintenance, repair, replacement and installation costs to be paid under a Property Covenant for the common area benefitting the Walnut Retail Parcel, the Walnut Housing Parcel, and the Walnut Child Care Parcel shall be proportionately allocated to the owners of the Walnut Retail Parcel, the Walnut Housing Parcel, and the Walnut Child Care Parcel based on the relative size of their respective parcel or any other commercially reasonable allocation that is approved in advance by the MOHCD Director, which approval shall not be unreasonably withheld.

- B. Housing Entity. Before commencing the construction of the Project's first Market Rate Unit, the Housing Entity will be formed and the Developer will contribute the Walnut Housing Parcel (subject to the requirements of the Development Agreement) to the Housing Entity. As a non-profit affordable housing developer and operator, the Affordable Housing Developer will operate the Walnut Affordable Housing Building to only serve Senior Households with incomes below 80% of MOHCD AMI, with an overall average of not more than 59% of MOHCD AMI.
- C. Financing. The Housing Entity will structure equity and debt financing for construction, and the Developer will fund all predevelopment costs and gap financing required to complete the construction, of the Walnut Affordable Housing Building. The Housing Entity will seek LIHTC and City-issued tax-exempt bond financing for construction. The Developer or the Housing Entity may apply to the following state funding programs for constructing the Walnut Affordable Housing Building without the City's prior written consent: the Multifamily Housing Program (MHP) and the Infill Infrastructure Grant Program (IIG). At the time of such application, the Developer or the Housing Entity shall provide the MOHCD Director with written notification of such application and a commitment that the award of such funding would lower the average MOHCD AMI for the Walnut Affordable Housing Building. Neither the Developer nor the Housing Entity can seek other federal or other state resources for constructing the Walnut Affordable Housing Building without the prior written consent of the MOHCD Director, which consent may be withheld if the award of such funding would not result in a lower average MOHCD AMI for the Walnut Affordable Housing Building or applying for the proposed funding would compete with the application of a MOHCD-supported project. A failure to obtain LIHTC, MHP, IIG, or non-competitive federal or state resources for constructing the Walnut Affordable Housing Building shall not decrease the Developer's affordable housing or other obligations under the Development Agreement. City has no obligation to provide any funding for the Walnut Affordable Housing Building. Developer may collaborate with other entities to obtain additional funding sources to the extent that those sources contribute to the feasibility, production speed, or increase the affordability of the Walnut Affordable Housing Building
- D. <u>Project Phasing</u>. The Developer may not obtain CofO for more than three hundred eighty-six (386) Market Rate Units until DBI issues a CofO for the Walnut Affordable Housing Building. In addition, the Developer must obtain a CofO for the Walnut Affordable Housing Building before the expiration of the Term.
- E. <u>Equivalency</u>. The Walnut Affordable Housing Building shall be substantially equivalent to the Project's other multi-unit residential buildings in exterior appearance and overall quality of construction. All BMR Units must be wired for telephone, cable, and internet

commences to construct before the Tax Credit Closing, the Developer shall, at its sole election, either deposit an amount equal to the Rental Gap Fee or Ownership Gap Fee, as applicable, for that unit in the Escrow Account before obtaining a First Construction Document for that unit, or deposit an amount equal to the Rental Gap Fee or Ownership Gap Fee, as applicable, for that unit and the Development Fee Deferral Surcharge for such Rental Gap Fee or Ownership Gap Fee (as calculated by DBI at the time of the Developer deposits such Rental Gap Fee or Ownership Gap Fee) in the Escrow Account between obtaining the First Construction Document and the CofO for that unit.

At any time within thirty (30) days after Developer's written request (accompanied by reasonable supporting materials), City shall authorize the release of funds from the Escrow Account to reimburse Developer for reasonable and customary Walnut Affordable Housing Building pre-development costs incurred prior to the Tax Credit Closing, such as, but not limited to, design drawings, schematic drawings, and commercially reasonable costs for financing that expedites the construction of the Walnut Affordable Housing Building. If the Tax Credit Closing occurs, all remaining funds in the Escrow Account needed to finance the construction of the Walnut Affordable Housing Building shall be disbursed to pay construction and development costs that are approved by the Walnut Affordable Housing Building construction lender at the time such costs are due and payable. If the Developer provides reasonable documentation to City that there are excess Escrow Account funds that are not required to finance the construction of the Walnut Affordable Housing Building, such excess Escrow Account funds shall be disbursed to the Developer.

If the Tax Credit Closing does not occur by the Outside Date, subject to extension for any applicable Excusable Delay, then City shall have the right to receive the Escrow Account funds by delivering written notice to the Escrow Account holder any time after the Outside Date for deposit in City's Citywide Affordable Housing Fund established in San Francisco Administrative Code Section 10.100-49. Within three (3) business days of receiving such written notice, the Escrow Account holder shall deliver the funds to the address specified by the MOHCD Director.

### 4. Transfer of Walnut Land to City.

A. Transfer Notice. If the Tax Credit Closing does not occur by the Outside Date, subject to extension for any applicable Excusable Delay, and construction of any Building occurs during the Term, then City shall have the right to acquire, and Developer agrees to transfer to the City, fee ownership of the Walnut Land pursuant to the form of grant deed (the "Grant Deed") attached as Attachment D-2, with the Approved Legal Description attached to it as Exhibit A. City shall have the right to exercise its right to acquire the Walnut Land by giving Developer, between the Outside Date and the last day of the Term, written notice of the City's request to acquire the Walnut Land pursuant to this Section (the "Transfer Notice"). If City receives the Walnut Land pursuant to this Section, and Developer later obtains all financing needed to commence and complete construction of retail improvements on the Walnut Retail Parcel (or child care improvements on the Walnut Child Care Parcel), City shall transfer fee ownership of the Walnut Retail Parcel or the Walnut Child Care Parcel, as applicable, to Developer within ten (10) business days of Developer's receipt of a First Construction Document for such improvements.

under Section 4.C above (the "Title Policy"), and (ii) to execute and deliver the Grant Deed and the Transfer Documents, if any, to City. Within 7 days after the City's receipt of the Title Policy, the duly executed and acknowledged Grant Deed, and, if any, the Transfer Documents, duly executed and acknowledged as applicable, City shall execute and return one (1) fully executed original of any Transfer Document to the Developer.

- G. City's Remedies. If the Developer fails to transfer the Walnut Land to City in accordance with this Section, then City shall have the right to specific performance to compel the transfer of the Walnut Land to City in accordance with this Section or to exercise its rights under the Deed of Trust to foreclose and take title to the Walnut Land. Following any specific performance to transfer the Walnut Land to City or any foreclosure of the Walnut Land by City under the Deed of Trust, Developer's obligations under this Section shall be satisfied; provided if the Developer is not able to transfer the Walnut Land to City in the condition required by this Section (a "Condition Preventing Transfer"), then City, as its sole remedy for a Condition Preventing Transfer, shall instead accept an in lieu payment in the amount of Fair Market Value. City's exercise of its remedy for a Condition Preventing Transfer shall be by delivering written notice of such exercise to Developer, with a statement explaining the basis for the determination that the Walnut Land cannot be transferred in accordance with this Section. If City delivers such notice, the Developer shall pay City an in lieu payment in the amount of Fair Market Value made within 60 days following the determination of the Fair Market Value. Any failure by Developer to make such in lieu payment when due shall accrue interest at 10% per annum from the date it is due until paid.
- H. Fulfillment of Developer's Obligations. On City's receipt of (i) fee ownership of the Walnut Land through an action for specific performance or foreclosure under the Deed of Trust or a payment of an in lieu payment due to a Condition Preventing Transfer, and (ii) the funds deposited in the Escrow Account as required in Section 3 above, City shall have no further rights or remedies under the Development Agreement resulting from Developer's failure to timely commence or complete construction of the Walnut Affordable Housing Building. If the Developer obtains a First Construction Document for any Market Rate Unit after the Outside Date, nothing in the foregoing sentence shall limit the Developer's obligation to pay the fee calculated under Section 415.5 for such Market Rate Unit.

### 5. Costa-Hawkins Rental Housing Act

A. Non-Applicability of Costa-Hawkins Act. Chapter 4.3 of the California Government Code directs public agencies to grant concessions and incentives to private developers for the production of housing for lower income households. The Costa-Hawkins Rental Housing Act, California Civil Code Sections 1954.50 et seq. (the "Costa-Hawkins Act"), provides for no limitations on the establishment of the initial and all subsequent rental rates for a dwelling unit with a certificate of occupancy issued after February 1, 1995, with exceptions, including an exception for dwelling units constructed pursuant to a contract with a public agency in consideration for a direct financial contribution or any other form of assistance specified in Chapter 4.3 of the California Government Code (Section 1954.52(b)). The Parties agree that the Costa-Hawkins Act does not and in no way shall limit or otherwise affect the restriction of rental charges for the BMR Units. The Development Agreement falls within the express exception to the Costa-Hawkins Act, Section 1954.52(b) because the Development Agreement is a contract

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## **Developing divisions**



steve@sfbg.com

With the clink of champagne glasses, kudos to the development team and its community partners, and the cutting of a red ribbon, the new housing development at 38 Dolores St. had its grand opening celebration on Nov. 14, a couple weeks after the Whole Foods on its ground floor opened its doors to Market Street.

In many ways, 38 Dolores is pretty typical of the new housing opening in this part of town these days. It took seven years to complete the project, "on time and under budget in a way this community can be proud of," developer Dan Safier of The Prado Group told the assembled crowd.

That process included countless meetings with various community groups, who successfully pushed for progressive features that include some key pedestrian safety improvements and limiting the number of parking spaces to just one spot for every two units.

"It was an amazing example of a developer working closely with the various neighborhood associations," area Sup. Scott Wiener told the well-dressed crowd at the event, a sentiment

also voiced by his predecessor, Bevan Dufty, who said, "They've been the gold star as far as listening to people."

But not everyone agrees with that praise. Peter Cohen, a housing activist who also works for the San Francisco Council of Community Housing Organizations, said Safier broke longtime assurances that he would satisfy his affordable housing obligations by building belowmarket-rate (BMR) units on site, rather than just paying an "in-lieu" fee to the city, two options under Inclusionary Housing Ordinance.

"They basically did a bait and switch. It was a real bullshit move," Cohen told the Guardian, noting how desperate the city is for more affordable housing now. "The bottom line is they promised to do affordable housing on site and they didn't do it."

"There are so many nuances to how affordable housing works," Safier told us, vaguely explaining why he couldn't do on-site BMR units, including the demands of project funders. He worked with the city on doing a land dedication for off-site affordable housing, but the Mayor's Office of Housing was resistant, and it would have required a change in city codes to do in this part of town.

"They wanted to develop faster than we had to capacity to develop," MOH Director Olson Lee told the Guardian, explaining that his office was dealing with transitioning affordable housing projects under the old Redevelopment Agency and it didn't have the capacity to help Safier build the BMR units now. Instead, it accepted a check for about \$5 million.

"We felt there should be more options for developers," Safier said. "But the reality is the city needs the fees."

Yes, over the long haul, the city does need those fees to build more BMR units, which require big public subsidies to build in San Francisco. But those will take many years and much effort to build. Lee said the \$37 million now in the city's Affordable Housing Trust Fund will eventually translate into 185 BMR units.

"That's why we want the units on site," Cohen said, "because the clearest path is to build the damn units in your building."

By time the party started at 38 Dolores, 40 of its 81 units had already been rented, and the developers expected even more to be rented out by the end of the party, after attendees had toured the open units sipping free champagne or cocktails.

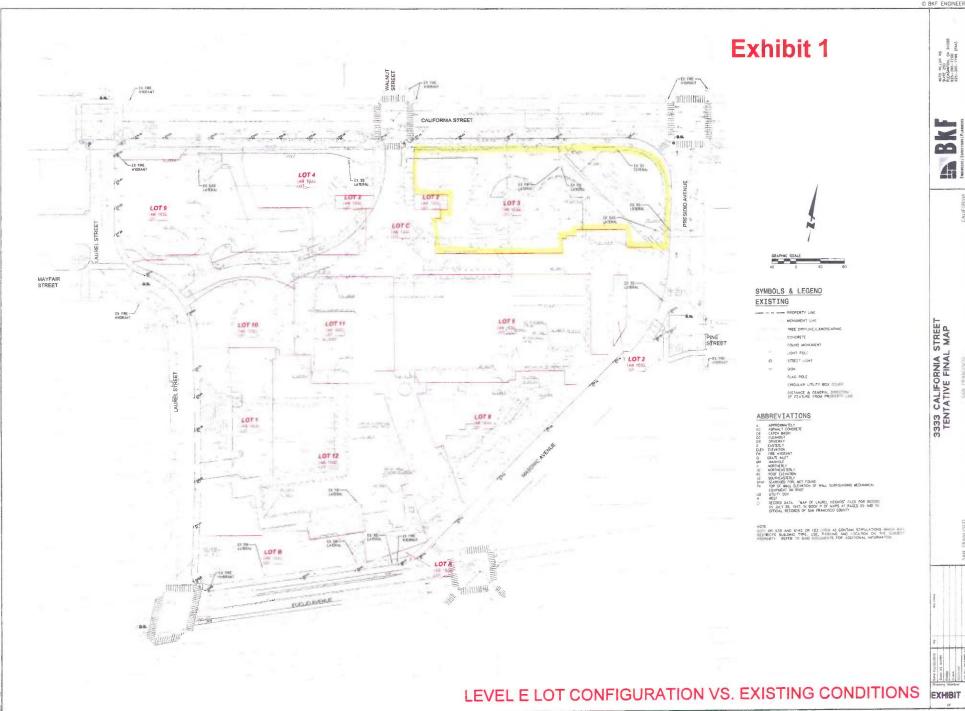
"If you've brought your checkbook, you can even rent a unit," Safier told the crowd.

Prices ranged from \$2,950 per month for one of a half-dozen 505-square-foot studio apartments to \$4,395 for the two-bedroom, two-bath, 1,099-square-foot units that the event was really pushing up to \$8,100 for a few three-bedroom apartments with the balcony and killer views on the seventh floor.

Compare those rents to San Francisco's median rent of nearly \$1,500, the highest in the nation, according to a recent US Census report, which also noted that occupants in 38

1 with the City's General Plan and eight priority policies of Planning Code Section 101.1. The 2 Board adopts these findings as its own. A copy of said Resolution is on file with the Clerk of 3 the Board of Supervisors in File No. , and is incorporated herein by reference. 4 (c) Pursuant to Planning Code Section 302, this Board finds that this ordinance will 5 serve the public necessity, convenience, and welfare for the reasons set forth in Planning 6 Commission Resolution No. and the Board incorporates such reasons herein by 7 reference. A copy of Planning Commission Resolution No. is on file with the Clerk of 8 the Board of Supervisors in File No. 9 Section 2. The Planning Code is hereby amended by adding Section 249.20, to read as 10 follows: 11 SEC. 249.20. GEARY-MASONIC SPECIAL USE DISTRICT. 12 (a) General. A Special Use District entitled the Geary-Masonic Special Use District 13 ("District"), the boundaries of which are shown on Sectional Map SU03 of the Zoning Maps of 14 the City and County of San Francisco, is hereby established for the purpose set out below. 15 (b) **Purpose**. In order to provide for a mixed use development project with ground floor 16 retail, and a combination of very low income, low—income, moderate-income, middle-income, 17 and market rate residential units, at densities higher than what otherwise would be permitted 18 in the NC-3 zoning district and 80 foot height district, in an area well-served by transit, there 19 shall be a Geary-Masonic Special Use District consisting o(Assessor 's Block 1071, Lot 003 20 as designated on Sectional Map SU03 of the Zoning Maps of the City and County o(San 21 Francisco. 22 (c) **Development Controls**. Applicable provisions of the Planning Code for NCT-3 23 Districts as set forth in Section 752 shall apply within this Special Use District, except for the 24 following: 25 (1)Use Size. Non-residential uses 3000 square feet and above shall

1	require a conditional use under Section 121.2. Uses more than 6000 square feet in size are
2	not permitted.
3	(2) Accessory Vehicle Parking. There are no minimum off-street parking
4	requirements for any use in this District. No parking shall be permitted above .5 cars for each
5	Dwelling Unit.
6	(3) Car-sharing. Notwithstanding the provisions of section 166, no less
7	than 25% of parking spaces provided shall be an off-street car-share parking space and shall
8	be provided on the building site. Except as expressly provided herein, all other provisions of
9	section 166 shall apply.
10	(4) Parking and Loading Access. Parking and Loading access from Masonic
11	Avenue is not permitted.
12	(5) Dwelling Unit Mix. The project shall provide a minimum dwelling unit mix of
13	(A) at least 40% two and three bedroom units, including at least 10% three bedroom units, or
14	(B) any unit mix which includes some three bedroom or larger units such that 50% of all
15	bedrooms within the project are provided in units with more than one bedroom.
16	(d) Inclusionary Housing. <u>Compliance with the Inclusionary Housing Program can</u>
17	occur in one of the two following methods: In order to allow for the increased residential densities
18	provided by this Special Use District, on site inclusionary units pursuant to Planning Code Section
19	415.6 shall be required and required in the following amounts and income levels.
20	(1) Affordable Housing Fee. Payment of the Affordable Housing Fee pursuant to
21	Section 415. 5 and the following provisions:
22	(1) For a project providing Owned Units, the applicable percentage shall be 33%
23	of the residential gross floor area.
24	(2) For a project providing Rental Units, the applicable percentage shall be 30% of
25	the residential gross floor area.



Received at CPC Hearing 8/29/19

# Opposition to Permit # 2019-014314 CUA 49 Hopkins Ave

Permit application proposes a structure ~300 % larger than average house on Hopkins Ave

Presented by the Hopkins Ave. Neighbors August 29, 2019

# **Historical and Current Perspective**

- The developer was stopped by the city on September 2018 for an illegal demolition of a historical home
- He was ordered by the SF Planning Commission to build a replica of the historic Richard Neutra original house
- Permit under consideration today requests an even larger footprint than the original plan
- The Hopkins Avenue neighborhood residents are long term neighbors (some since 1963)
  - 103 year old resident, Mexican American Woman Educator, Woman 5X CEO, Woman Health Care Exec, Apple designer, Small Business Owner, Lawyer (more than 38% of homes owned by woman)
- We welcome a new neighbor
  - However, want a house in keeping with the character and scale of our neighborhood
- Hopkins Ave neighbors ask the commission to reject this permit or create conditions that
  make it acceptable with the scale and character of our existing neighborhood.

# The Proposed Permit does not follow the <u>Character</u> and <u>Scale</u> directive requirements of the ADU

Developer is asking for an approx. **4200 sq.ft**. structure (1200 sq ft ADU, 2660 sq ft House, 355 sq ft Garage)

The average size of the homes in the HOPKINS neighborhood is app.
 1400 sq.ft.

Proposed structure is almost 300% bigger than average house on Hopkins Ave.

- The house next door to the proposed structure is 1063 sq.ft.
   Proposed structure is almost 400% larger than the house next door
- Original structure at 49 Hopkins is recorded in city records as
   927sq.ft. of living space

Proposed structure is almost 450% larger than the original house

# The proposed ADU at 49 Hopkins is not intended to create affordable housing

Section 2 , (i) of Planning Administrative Codes, Construction of Accessory Dwelling Units: *This infill strategy* would create more apartments in the areas of the city that are already built-out without changing the character, increasing building heights, or altering the built form. Such small-scale residential infill could create additional homes for existing and future San Franciscans.

Section 2 (e) ADU's will be small units with relatively low rents

- A 1200 sq. ft ADU is not small, nor likely to be "low rent"
- The proposed ADU by itself is larger than 50% of the homes on the block

Section 2(j) ADU's states that their purpose should become a major provider of affordable housing

- Without agreeing to recording Specific Restrictions for rent controlled or BMR (Below Market Rate) rent, this **proposed housing** will be market rate and not affordable

Section 2(g): allowing more residents to live within walking distance of transit, shopping and services.

- The Twin Peaks neighborhood has no services within walking distance

We ask the commission to reject this permit or **create conditions** that make this permit acceptable with the **Character** and **Scale** of our neighborhood

- A Smaller Footprint home: 1400 sq. ft.
- A Smaller ADU: approximately 400 sq. ft.
- Hopkins entrances for both of the dwellings
- Guaranteed Affordability
   Enforceable Rent Restrictions recorded in the deed
- Supervision of his contractor's work ongoing by the city

Received at CPC Hearing 8/29/19

D. Saurchez



# VEHICLE TRIAGE CENTER

AUGUST 29, 2019

- ► San Francisco and The Bay area are in the midst of a housing affordability crisis
- ▶ Communities experience sharp increases in homelessness when median rent accounts for 32% or more of median income and SF is well above this threshold at 39% (Zillow)
- ▶ The unsheltered population has increased 19%
- ►Two-thirds of the increase in the number of unsheltered is attributable to people sleeping in vehicles

# The proposed site:

- ►Will be managed by a trusted provider who will provide 24/7 security and site management
- Will be restricted to clients that are already engaged with HSH's Vehicle Encampment Resolution Team (VERT), an arm of the Homeless Outreach Team (HOT)
- Creates a safe place to store a vehicle as an incentive to engage with the Homelessness Response System

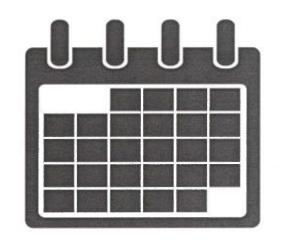
- Will allow a small number of individual adults to remain onsite if they continue to engage with services
- Families with children will be highly encouraged to utilize temporary shelter
- ► Will provide clients support in getting their vehicles legal, operable and unencumbered by fines
- ►Will abide by a Good Neighbor Policy and provide the public a 24/7 phone number to call with concerns

# DESIGN



▶ Begin Construction -- October 2019





▶ Program Runs November 2019 – November 2020

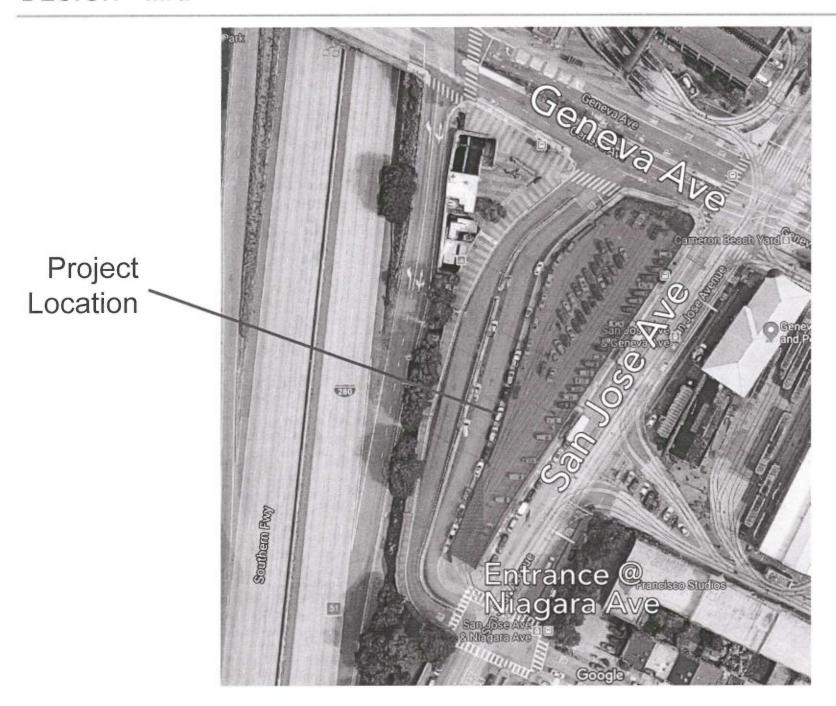
## DESIGN - PARAMETERS

- ▶ Schedule
  - Quick deployment needed
- ▶ Cost
  - Low, due to limited duration



- Resulting concept plan: minimal site improvements
  - ▶ No permanent utility infrastructure
  - Work within existing grade
  - Do not touch rail tracks or stoppers
  - Temporary facilities

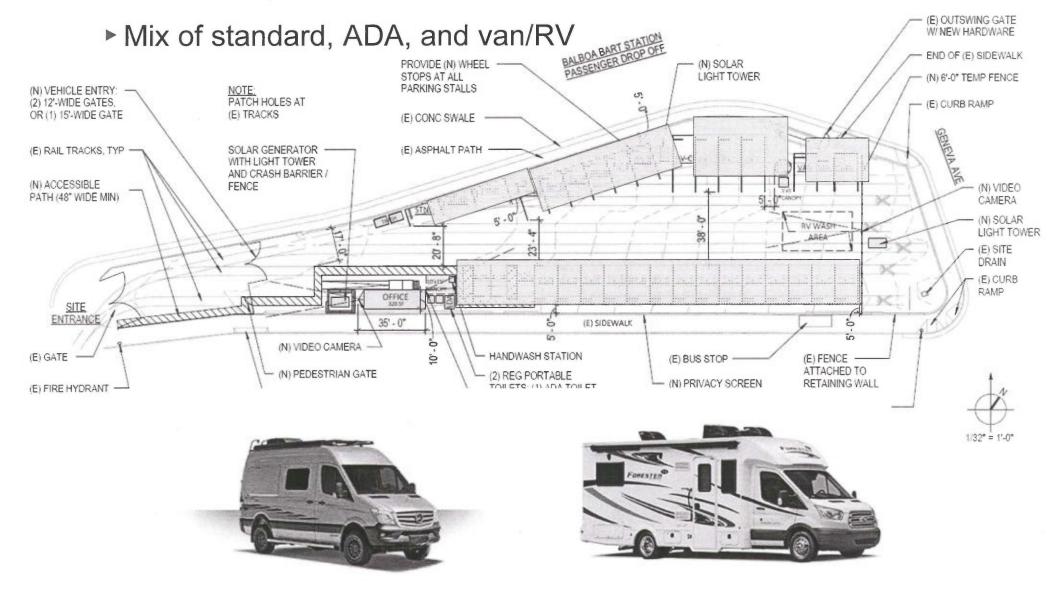




## DESIGN - SITE PLAN

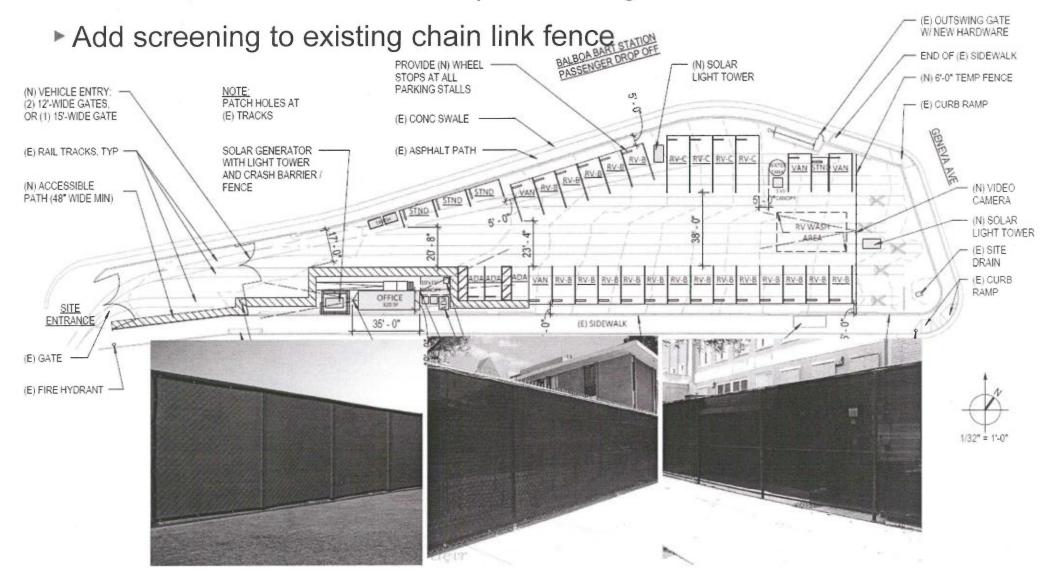
▶ Parking spots: 33

► Guests: 30; staff: 3

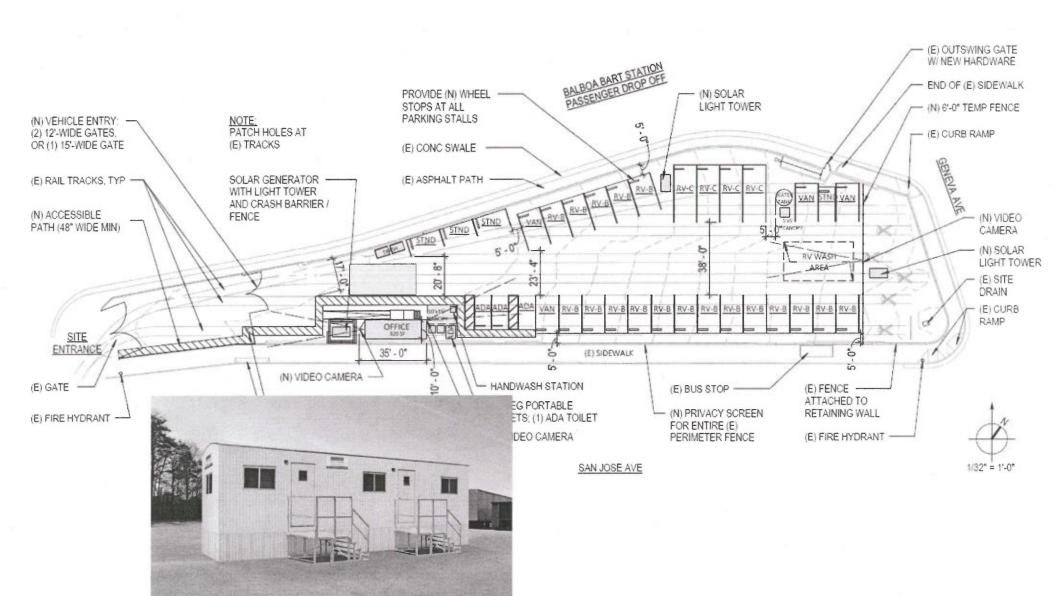


## DESIGN - SITE PLAN

- Keep existing gate
- ► Add new, secured vehicle and pedestrian gates

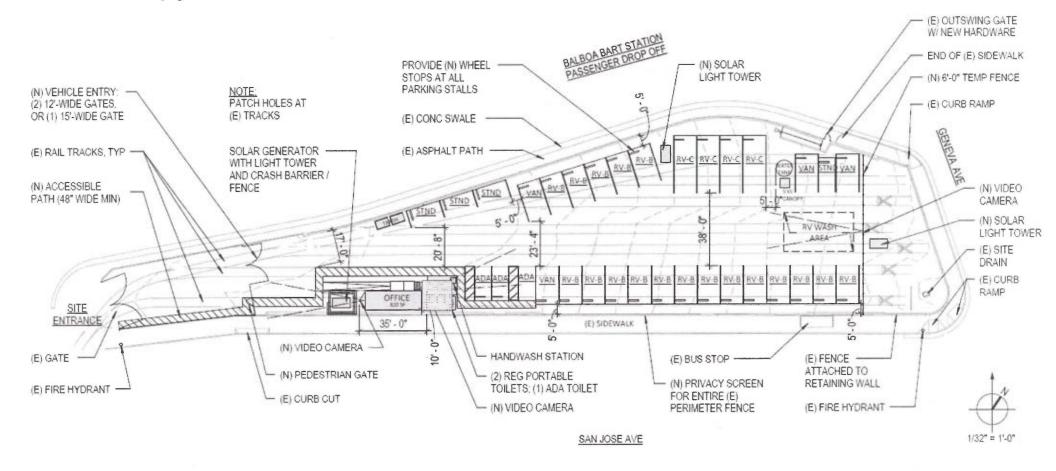


## ► Office trailer for staff

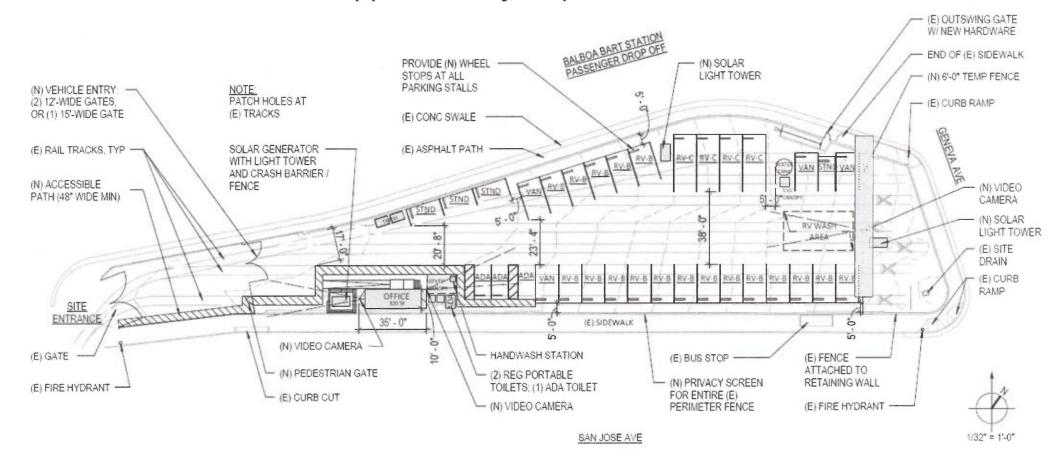


## DESIGN - SITE PLAN

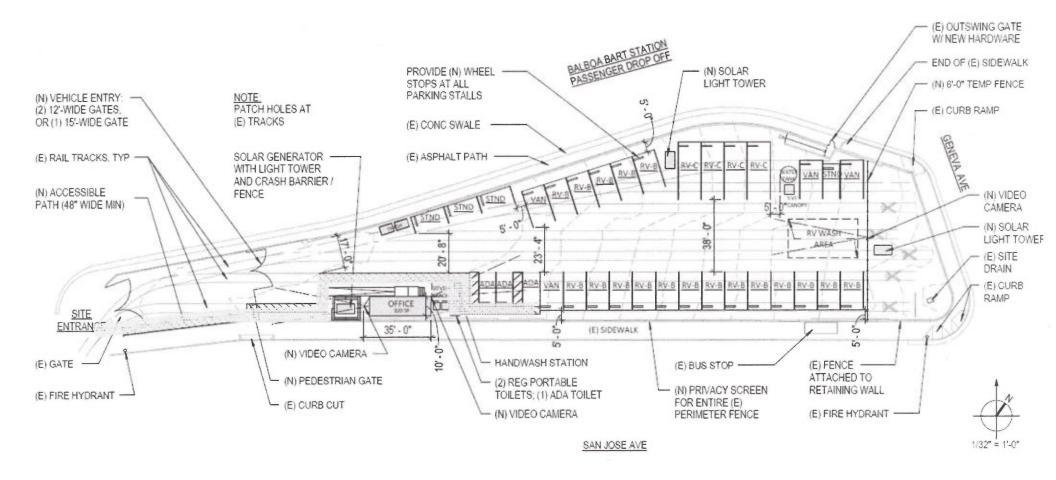
- ► Toilets
- Sanitation Stations
- ▶ Canopy



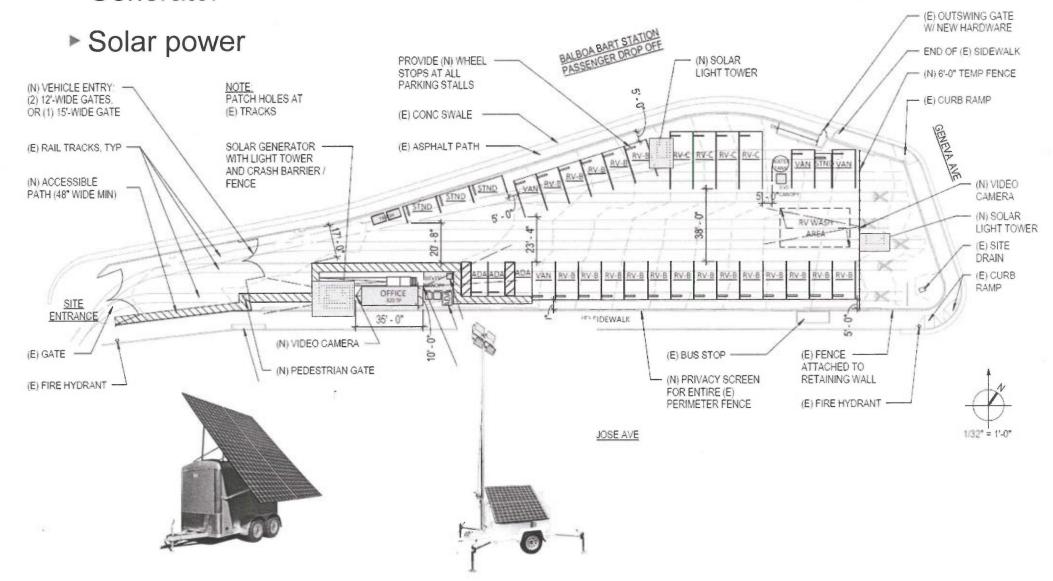
- Temporary fence or barricades
  - ▶ Block off train stoppers, rocky sloped area



# Extend level pedestrian path



- ▶ Mobile site lighting
- ▶ Generator



# QUESTIONS?

Dylan Rose Schneider
Policy & Legislative Affairs Manager
Department of Homelessness and Supportive
Housing

Contact: Dylan.Schneider@sfgov.org



### Sanchez, Diego (CPC)

Received at CPC Hearing 8/29/19

From:

David Tejeda <dtrepairs@gmail.com>

Sent:

Wednesday, August 28, 2019 6:20 PM

To:

Sanchez, Diego (CPC)

Subject:

Case # 2019014759PCA Parking at BP BART

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

To whom it may concern;

As a long time resident of Sunnyside, myself and all of my family are totally in support of this temporary usage of the parking lot at the BP BART station.

These challenged people are already having to park in our neighborhood, and in our whole city.

The lot in question is about 3 blocks from my home on Marston Ave.

Fell free to use my name if necessary.

Thanks,

David Tejeda

Dtrepairs@gmail.com

415-585-3272

From:

Sheryl Senora <sosenora@gmail.com> Wednesday, August 28, 2019 12:32 PM

Sent: To:

Sanchez, Diego (CPC)

Subject:

Proposed Triage Lot @ Balboa Bart Case # 2019 - 014759PCA

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Dear Sir/Madam,

I am a homeowner near the proposed Triage Lot and I walk from my house to Bart everyday. Please record that I am against this because it will put the safety of the all of those walking from their house to Bart station at risk. It will just create congestion, sanitation, crime, drugs and alcohol use abuse problems. There had been a lot of crimes in that area and the proposed Triage lot will just create more crimes.

I hope you will consider my concerns regarding the issue.

Sincerely, Sheryl

From:

Ionin, Jonas (CPC)

Sent:

Wednesday, August 28, 2019 11:01 AM

To:

Richards, Dennis (CPC); Fung, Frank (CPC); Johnson, Milicent (CPC); Koppel, Joel (CPC);

Moore, Kathrin (CPC); Melgar, Myrna (CPC); Rich Hillis

Cc:

Feliciano, Josephine (CPC); Sanchez, Diego (CPC)

Subject:

FW: Allowing Long Term Parking of and Overnight Camping in Vehicle and Ancillary

uses at 2340 San Jose Avenue (Board File #1812)

Jonas P. Ionin,

**Director of Commission Affairs** 

Planning Department | City & County of San Francisco 1650 Mission Street, Suite 400, San Francisco, CA 94103 Direct: 415-558-6309 | Fax: 415-558-6409

jonas.ionin@sfgov.org www.sfplanning.org

From: Steven Currier <stevencurrier@icloud.com>

Sent: Tuesday, August 27, 2019 6:37 PM

To: Ionin, Jonas (CPC) < jonas.ionin@sfgov.org>

**Cc:** Chinchilla, Monica (BOS) <monica.chinchilla@sfgov.org>; Sandoval, Suhagey (BOS) <suhagey.sandoval@sfgov.org>; Haney, Matt (BOS) <matt.haney@sfgov.org>; valle.brown@sfgov.org; Ken <kenkalani@icloud.com>; Safai, Ahsha (BOS) <ahsha.safai@sfgov.org>

**Subject:** Allowing Long Term Parking of and Overnight Camping in Vehicle and Ancillary uses at 2340 San Jose Avenue (Board File #1812)

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

TO:

San Francisco Planning Commissioners

FROM:

Steven R. Currier

DATE:

Thursday August 29, 2019

**ITEM NUMBER: 10** 

AGENDA:

2019-014759PCA

#### Dear Commissioners:

This letter/email is in support of the above-mentioned related item that will be heard at the Planning Commission on Thursday August 29th.

I, on behalf of myself and Kenneth Kalani, we support Supervisor Ahsha Safai's implementation of a trial program, for a "Triage Vehicle Center" at the above-referenced address at the Balboa Transit Center at San Jose Avenue/Geneva Avenue.

This proposal is in line with the agreements, proposed by Supervisor Matt Haney and agreed by the eleven supervisors, to support and help alleviate the crisis suffered by San Francisco, the agencies, residents, tourists, and all who are involved with this city regarding this homeless epidemic.

As we believe in all districts helping to start solving this homeless problem as it stands, this small gesture in helping those living in their vehicles to triage them and their families, helping them with the services that are proposed in providing, the hopes of long term housing and services will be welcomed by those in need the most. I think our District would benefit, in this cause and ordinance in keeping our streets and neighborhoods safe and free from those living in their vehicles.

Please vote to move this forward to the Board of Supervisors for approval.

Steven R. currier Kenneth K. Kalani

NOTE: This email is being sent from New York. We will not be able to testify at the hearing.

Sanchez, Diego (C	CPC)						
From:	Sara Vellve <spwk1965@yahoo.com></spwk1965@yahoo.com>						
Sent:	Wednesday, August 28, 2019 8:30 AM						
To:	Sanchez, Diego (CPC)						
Subject:	BOS Review of 2019-014759PCA, Temporary Parking						
This message is from o	outside the City email system. Do not open links or attachments from untrusted sources.						

Hi Diego - it's Sara Vellve.

Just a quick question about the Ordinance noted above. For clarity, we live in the neighborhood and I fully support the project.

I don't see where the packet mentions BOS action for the amendment, but I'm assuming they will vote at some point in the near future? Yes? No? If not, could you provide some clarity? I've not kept up with anything having to do with the PC so am ignorant of any changes to the amendment process.

Hope you and yours are well.

Thanks.

Sara

From:

Rajiv Batra <rajivbatra@gmail.com>

Sent:

Monday, August 26, 2019 5:32 PM

To:

Sanchez, Diego (CPC)

Subject:

2019-014759PCA - Proposed Triage Lot at Balboa Bart

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Hi,

I live in Sunnyside with my wife, about a 15 minute walk from this site. We walk in the neighborhood daily. We strongly support the proposed triage lot.

People need help and we should help them. This is a perfect match of need (somewhere to live for people hanging on to a vehicle) and opportunity (underutilized parking lot). It's the perfect location: a residential neighborhood, for people to reside.

Long-term we need more housing, and fewer parking spaces, in San Francisco. But this is a good idea to help people right now.

Thanks, Rajiv Batra Sunnyside neighbor

From:

Denise Ruggeri <deniseruggeri@yahoo.com>

Sent:

Monday, August 26, 2019 6:18 PM

To:

Sanchez, Diego (CPC)

Subject:

Balboa Station parking lot

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

I think the RV 90 day parking lot at Balboa Bart is a good short term solution. I think having facilities, security services and counseling available make this a viable temporary solution.

Denise Ruggeri 225 Capistrano Ave SF 94112

Sent from my iPhone

From:

Rudy Señora <rudysenora@yahoo.com>

Sent:

Monday, August 26, 2019 7:53 PM

To:

Sanchez, Diego (CPC)

Subject:

Proposed Triage Lot @ Balboa Bart Case # 2019 - 014759PCA

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Dear Sir/Madam,

Please record that I am against this Triage Lot for the following reasons:

- -Puts the safety of my family and I at risk.
- -Congestion, sanitation, crime, drug/alcohol use and abuse.
- -Too close to residential area.
- -Not the best use of taxpayer funds for a temporary solution. Wasteful since not permanent.

I am a homeowner and have resided at 127 Rome St. San Francisco, CA 94112 since 1991.

Sincerely, Rudy Senora

From:

Wendy Poinsot < wpoinsot@gmail.com>

Sent:

Monday, August 26, 2019 7:58 PM

To:

Sanchez, Diego (CPC)

Subject:

In favor of RV parking at Balboa Bart

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Hello,

I hope this email is on topic. I just saw a link on Nextdoor.

I would prefer RVs to be parked in a lot with City oversight.

I really feel sorry for the homeowners on Judson who have to look at that really disgusting RV that has been parked on the CCSF side of the street for years with crap hanging and all over it and stuffed under it. This is the only one that is really an issue for me and there are lots of RVs and vans that have been in our neighborhood for years. I don't know if there have been issued especially with trash and sewage but it has not been an issue for me with the exception of this one RV owner who doesn't seem to make the slightest effort to be part of the neighborhood. I would be so upset if I was struggling to pay a mortgage and had to face that disgusting eyesore every morning.

There are only going to be more RVs on the street and for sewage and water and public safety I would prefer the RVs and vans to be in lots with services both for infrastructure and social support.

Wendy Poinsot

From:

Ed Walter <ewalter26@yahoo.com>

Sent:

Monday, August 26, 2019 2:56 PM

To:

Sanchez, Diego (CPC)

Subject:

Case number 2019-014759PCA

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Mr Sanchez,

I wanted to take a minute to balance out the mass of angry emails in opposition to this project. I feel that it is absolutely critical that projects like these are completed and treatment becomes more accessible to these already maligned and forgotten people. Like the navigation center on the Embarcadero currently in progress, this triage lot will be an asset to all members of our community. Treatment reduces crime, this is a fact. Ignoring a problem never ends well and that is why we are were we are today.

Thank you for your time and have a great day.

Ed Walter 9 Edgar Pl, 94112

From:

michell houwer < houwermish@gmail.com>

Sent:

Monday, August 26, 2019 2:10 PM

To:

Sanchez, Diego (CPC)

Subject:

Opposition to Triage Lot proposed for District 11 - Balboa Park Bart

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Hello,

It was mentioned on Next Door that it was your suggestion to place a Triage Lot in District 11 at Balboa Park Bart. Please make this part of the official record for upcoming meeting Case Number 2019-014759PCA. I will also be sending in a hard copy in opposition to Overnight Safe Parking Pilot plan proposed for Balboa Park Parking Lot.

I am in opposition to this proposal for various reasons and feel that this should not be forced upon our area alone and that if the Board of Supervisors intends to make our neighborhood yet another dumping ground for the RV Transients that you should also implement that other areas also be required to assume responsibility. One of the reasons that was stated that we are targeted for this location was because our District currently does not provide compassionate services to the homeless. This reasoning is not enough for me and many of the residents in the area also agree.

For one you propose to place this transient population right smack in the middle of five schools ranging from Elementary School to High Schools not including City College. Also, this is a very busy transit hub by which people travel by bus and by Bart - many of them employed in lower paying jobs downtown where they get off late at night. Your proposal for 24 hour security is not enough and your plan is weak. I travel via bus and Bart five days a week and Bart is cold and dark during the winter months and even though we are within blocks of the police station, you never see a police presence nor do you see any Bart Security which I only see monitoring to make sure people paid downtown towards Powell Street and the Financial District. Hiding this lot in plain sight which has no adequate facilities is not a good option. Where do these people go when you propose to begin construction - are these people assured to have housing when this structure is built, do they get free parking and how do you propose to get them trained and employed? Where are they going to be dumped when a year is up? The streets lining Balboa Park, Crocker Amazon and City College? We were told they would be pre-screened and should not have a criminal record? Well lots of junkies do not have a record so what prevents them from turning Bart into the shameful sewer that is called Civic Center Bart where they opening shoot up in the stairwells and corridors? This is not a safe proposal at all.

Many of the questions people posed at the community meeting were not answered adequately and I really think that you should have been required to send out written notice to all residents in the area to provide them with the opportunity to express agreement/disagreement. I don't believe that the Supervisors nor Mayor who cannot even get a handle on the homeless mess directly in front of City Hall should be allowed to turn our Bart Station into Civic Center or Powell Street by example with junkies blatantly abusing drugs out in the open. I also think that there are other options that would never be considered because citizens in wealthier areas have access to attorneys who could oppose through litigation by which the Mayor will no doubt face in areas such as her proposed plan for the Embarcadero lot.

Basically it should not be the Supervisors right nor decision to further jeopardize our residential neighborhoods safety with a plan that has no long term solution. Just because these RV's now line a wealthier area - Lake Merced and the Beach it is not your right nor the right of our District Supervisor nor the MAYOR to determine that you can place them in a lot in our area that has no proper facilities with no long term plan. San Francisco is much to politically liberal and needs to establish boundaries and stop giving money to transients shipped here or gravitating here from other areas or states.

No doubt you will face fierce opposition from the residents along the Embarcadero and additional outlaying areas such as Bayview and District 11.

If you make our District adhere to such proposals then you need to include other areas such as Pacific Heights, Seacliff, the Richmond, The Marina, Noe Valley - it is not right for you to bounce these folks to us without making the aforementioned areas provide equal services and placement options for this population. What exactly are your plans for the higher valued areas? Is that exactly fair to low to middle income residents?

Had I not heard about this through Social Media nor the Media, I would not have been aware and I believe we have been denied our rights to weigh in on this decision and should have been notified in writing and be part of the decision. This is not right on many levels.

I am really tired of the Supervisors, the Mayor and Governor being allowed to make decisions regarding our safety without bringing the decision to the voters. Bail reform is a huge example whereby it totally jeopardizes the safety of the citizens of SF. When did the Supervisors turn into the decision makers and take the choice and right to make a choice out of the tax payers hands?

Regards, Michell Houwer

From:

Zack Subin <zack.subin@fastmail.fm>

Sent:

Thursday, August 22, 2019 8:38 PM

To:

Sanchez, Diego (CPC)

Subject:

Please ask Planning Commission to support vehicle triage center at Balboa Upper Yard

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Dear Diego Sanchez,

I am writing about the proposed <u>Balboa Upper Yard</u> rezoning. I pass this site every weekday on my commute to BART, and I live just up the hill at 192 Caine Ave. I am writing to urge the Planning Commission to approve this because compassionate support for people suffering from homelessness belongs in every neighborhood.

Thanks, Zack Subin

Zack Subin San Francisco, CA 94112

subin@post.harvard.edu | subin@berkeley.edu | zachary.subin@ethree.com

https://www.facebook.com/zsubin

https://twitter.com/zack\_subin

https://www.linkedin.com/in/zachary-subin-9b6435bb/

August 22, 2019

Received at GPC Hearing 8/19/19

Dear San Francisco Planning Commission,

I am writing to you in regard to the Conditional Use Review and Variance request to expand 42/42A Ord Court, a vintage San Francisco cottage, into a Monster Home. I oppose the project in its current form. It is too tall, too large and too bulky for our small, narrow cul-de-sac. There is no legal justification for allowing the owners to exceed the building limits of the Corona Heights Special District or to grant a Variance.

Over 100 neighbors oppose the current design. We have submitted copies of their petition to the Honorable Planning Commission for your consideration.

#### AFFORDABLE HOUSING

Please note that as recently as your March 7, 2019 hearing architect John Duffy misstated 42 Ord Court as a single family home. Both Mr. Duffy and the owners knew there was also a small studio in the basement that had been continuously occupied as an AFFORDABLE HOUSING UNIT. The previous owner evicted the last tenant, Erika Leder, but Erika continued to occupy the apartment for two months after the new owners took possession. Since then the owners' Nanny has been living in the Studio.

As I noted in my letter to the Commission in March, 42A Ord Court had been an affordable housing unit for decades. In contrast, the proposed replacement apartment, if rented at all, would be market rate and *financially out of the reach of low or middle-income residents*.

#### **DESIGN PLAN DECEPTIVE**

In addition, the site plan of 42/42A Ord Court is deceptive. The size and bulk of this development are massive compared to the existing cottage and even other larger homes on the Court. The photographs tell the real story. Please look at them closely.

THE LARGER BUILDINGS SHOWN ON THE DESIGN PLANS ARE ACTUALLY HIGH ABOVE ON STATES STREET, NOT ORD COURT. THE EXISTING 42 ORD COURT COTTAGE HAS OPEN SPACE ON ONE SIDE AND A ONE STORY GARAGE AND LARGE GARDEN ON THE OTHER SIDE.

#### ORD COURT

I moved to Ord Court 35 years ago because our little cul-de-sac is so beautiful with its large gardens, abundant open space and small Victorian and Edwardian cottages. It is a tiny piece of San Francisco paradise nestled between the Vulcan Stairway and States Street. Walking tours regularly visit our street to experience the unique combination of nature and people living quietly in harmony. Those of us who oppose this project are keenly aware that if you approve a development this large others will follow and Ord Court as we know and love it will be destroyed. The Corona Heights Special Use District, ENACTED TO PREVENT DEVELOPMENTS LIKE THIS ONE, will be rendered meaningless and a precedent will be set that will pave the way for the demolition of the other cottages and gardens.

Please help us save Ord Court from Monster Homes. Save our gardens! Save our Open Space! Please require the owners of 42/42A Ord Court to conform to the Corona Heights Special Use District and build a home and second unit that are compatible with our neighborhood.

Thank you very much for your consideration of our concerns.

Respectfully yours,

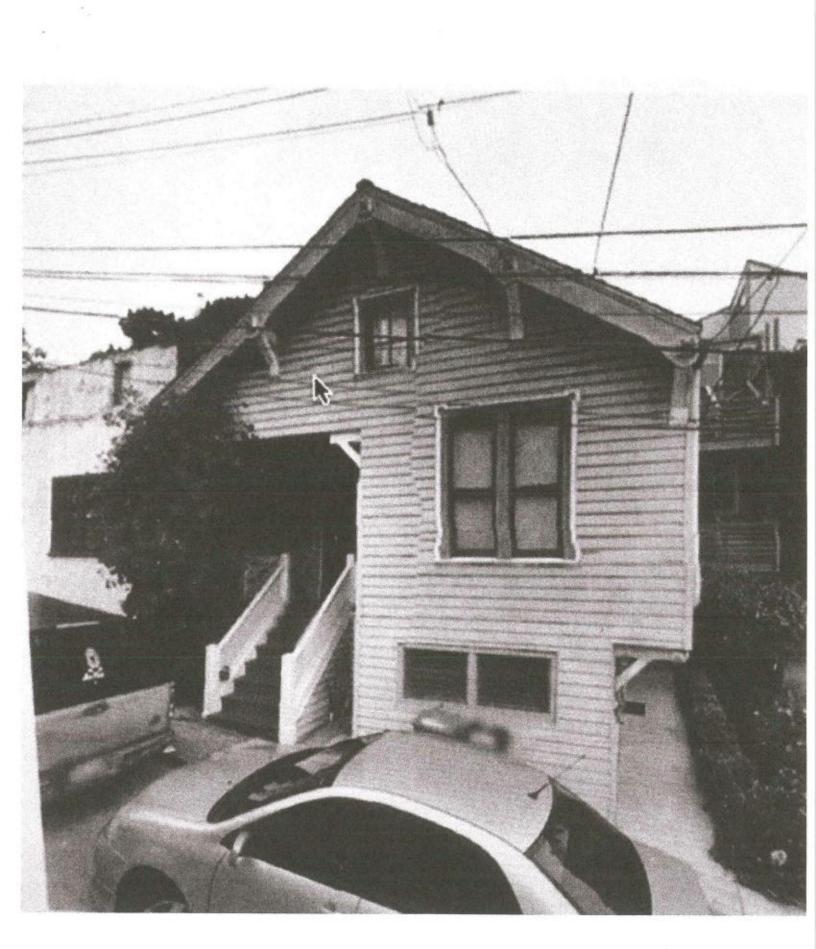
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Barbara Taylor Mayper

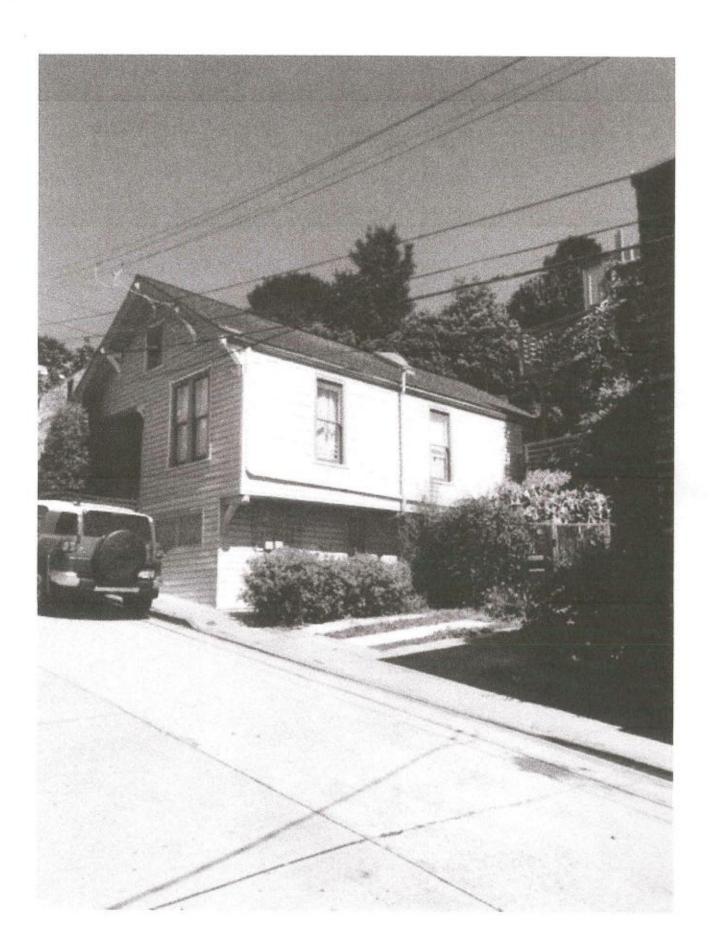
33 Ord Court

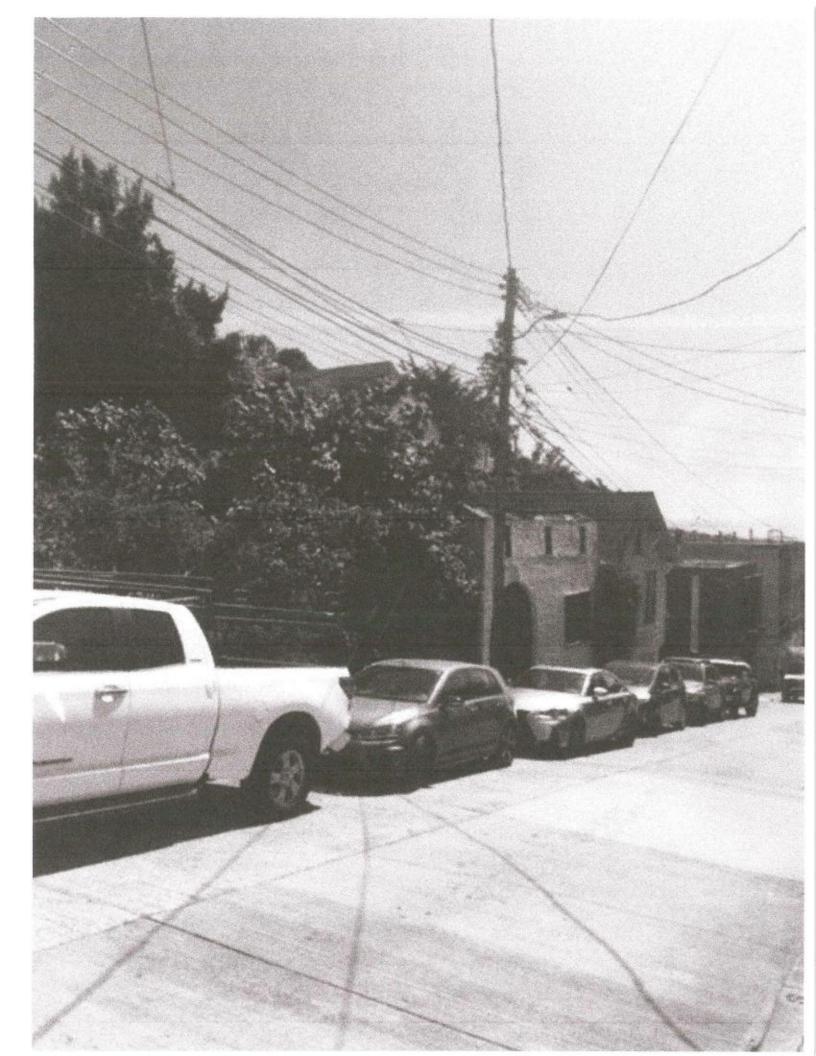
San Francisco, CA 94114

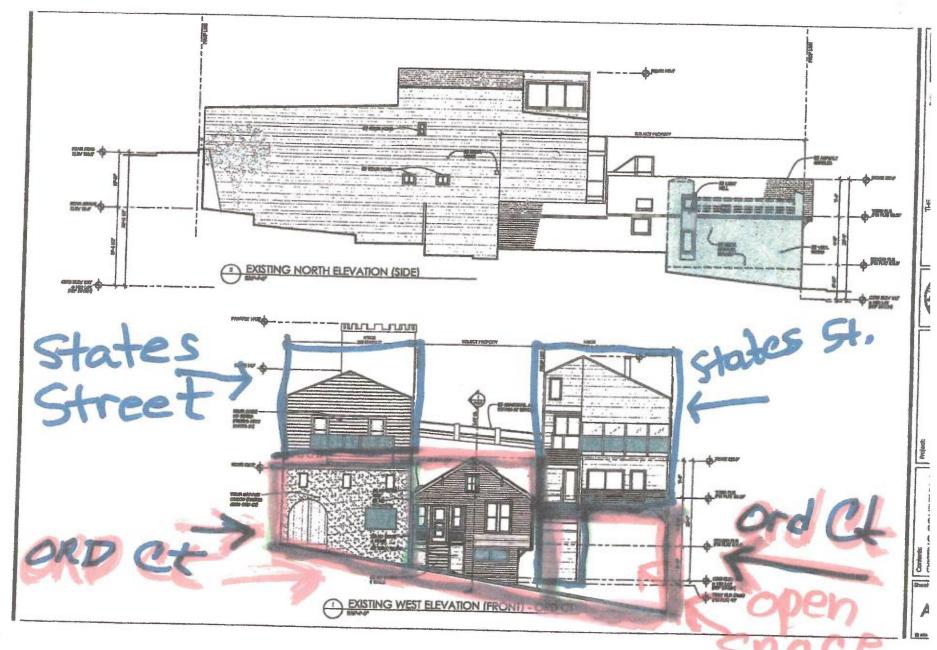
415-265-4055

barbarataylorsf@gmail.com







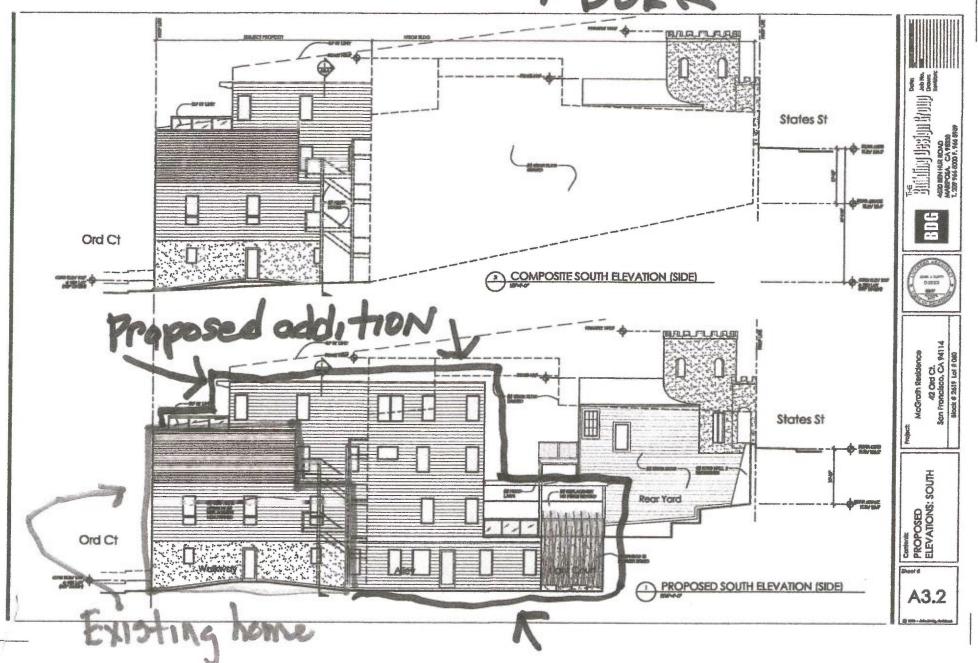


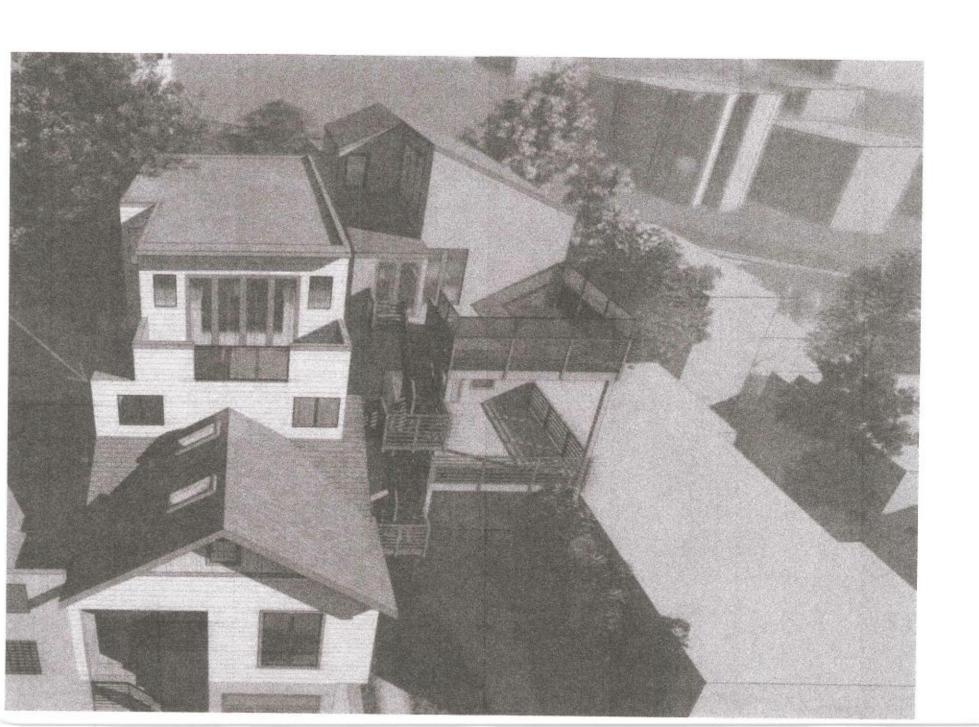
Space



ORDCOURT

42 ORD Court addition 4 height





## Planning Commission Submission

40/42 Ord Court

8a. 2018-000547CUA

8b. 2018-000547VAR

William Holtzman

Board member: Corbett Heights Neighbors (CHN)

August 29, 2019

# Developer veracity (or lack there of)

3/7/19 First posting of proposed development

- One unit with proposed "additional" unit
- No mention of existing second unit (decades)
- Neighbors immediately protest
- Nanny was living in the second unit

4/8/19 Revised application quickly re-submitted 4/25/19 Testimony by (CHN) leads to investigation/delay

## **Key Dates**

- 10/30/15 Property purchased
- 12/02/15 Building permit granted
- 12/29/15 Renter forced to move out

## Today

- Two units before application, two units remain
- Low-cost unit illegally removed
- Rent goes from hundreds of dollars per month to thousands
- Parking garage added

## Key questions

- Developer takes possession, applies for building permit but didn't notice the existing renter?
- Developer proposal didn't reference the second unit that housed the nanny?

# Developer veracity (or lack there of)

**Bottom Line:** 

Such behavior (and impact) should not be rewarded

Please deny this application

## 30-DAY NOTICE OF TERMINATION OF TENANCY

Erika Leder, Does 1 to 20, and all other occupant(s) claiming the right to possession of the following mises:

**42A Ord Court** 

City of County of San Francisco, State of California, ZIP: 94114 including all garage(s), storage and common areas.

NOTICE IS HEREBY GIVEN after service on you of this Noti possession thereof to the unders required to deliver possession o

2nd unit

is terminated as of thirty (30) days hereby required to quit and surrender ice of this Notice upon you. You are

the landlord's duly authorized a

Rent will be due on a pro rata b: end of a rental period. This is a unriy (50) day legal notice for the purposes of terminating your tenancy.

of said thirty (30) day period.

at day does not coincide with the

If you fail to vacate on or before the expiration of said thirty (30) day period, the landlord intends to take legal action against you which could result in a judgment against you which would include costs, necessary disbursements, attorney's fees and costs, rent, damages and court costs as may be permitted by law.

This notice supersedes prior notice(s).

Kathryn Quetel, Esq.

Law Offices of Bornstein & Bornstein

Attorney and Duly Authorized Agent for Landlord



Dirk Aguilar <daguilar@gmail.com>

## Fw: 22-24 Ord Court / Developement

Erika Leder <eisabel@sbcglobal.net> Reply-To: Erika Leder <eisabel@sbcglobal.net> To: Dirk Aguilar <daguilar@gmail.com>

Wed, Sep 23, 2015 at 2:02 PM

Hi Dirk, this is the best I could do in so little time, just written in the last 5 minutes to get it off before 2pm. Thanks for sending me all the info, I did speak with Tommi before I got your email, not sure if he is presenting, he is going. To clarify, they just rescinded my eviction via letter last week, then, strangely, this week have offered me 10k and 3 months free rent if I vacate by December 31'st....I have until tomorrow eve at 5 to accept that offer. I'm speaking with my lawyer this afternoon to get his input, I'm wondering who the potential buyer is, very concerned that it is the same developer, wondering how and if my refusing their offer could help our cause overall in the neighborhood. Let me know if you have any thoughts.

I could not move my client, ( I tried ) but I will be there tomorrow anyway as long as I can, Tommi seemed to think we might actually be heard earlier.

thanks!

Erika

On Wednesday, September 23, 2015 1:54 PM, Erika Leder <eisabel@sbcglobal.net> wrote:

Dear Mr. Ionin,

My name is Erika Leder, and my husband Bill Harris and I have lived at 57 Ord Court for the last 25 years. We own our home. As you know, our neighborhood made the front page of the Chronicle this past year as "developers find Corona Heights!", with Ord Street, Ord Court and States Street being hit very hard. This proposed project on Ord Court/States Street threatens both States and Ord Court streets in my opinion and the neighborhood over all. We on Ord Court are very land locked on a cul de sac, very very little street parking, only one access/ exit off the court for vehicles, we are beyond our capacity at this moment to have more cars and people on this street...there are many days when it is difficult to get on or off the court with ongoing construction on Ord Street below. not to mention the fact that we are a last bastion of charming cottages single family homes, and modest apartment buildings that could remain ( relatively ) affordable when up for sale if they were left alone and not over developed. This developer who developed a previous project on States Street is currently renting one of his new units for 15k. Clearly this is not affordable housing. I highly doubt that this developer is interested in building "affordable" housing. and since he is also not a stake holder in the community, nor does he intend to be, he has already shown a profound disregard for the community aspect and livability of this neighborhood. 24 Ord Court is an adorable bungalow that might possibly be affordable for a 2 income family, I doubt that the expansion in mind will be. We also are blessed to be surrounded by precious pockets of open space, these are being threatened by this proposal. I am concerned that this sets a precedent for many of our other properties which are owned by elderly people who are transitioning either to senior homes or by dying, realtors and developers are literally hovering like vultures to swoop in and take these properties. I am currently renting a studio from an elderly woman who owns 42 Ord

#### Re: 42A ORD COURT, SAN FRANCISCO, CA 941114

ELLEN SCHAEFER Landlord and ERIKA LEDER, Tenant BUYOUT AGREEMENT, SETTLEMENT
AGREEMENT, RELEASE, AND
COVENANT NOT TO SUE
Voluntary Termination of Single Tenancy

San Francisco Administrative Code §37,9E

This Buyout Agreement, Settlement Agreement, Release and Covenant Not to Sue ("Agreement") is entered into by and between <u>Ellen Schaefer</u> (hereinafter "landlord") and <u>Erika Leder</u> (hereinafter "tenant").

#### **DEFINITIONS AND RECITALS**

- 1. WHEREAS, the parties wish and hereby intend to resolve any potential disputes between and among the parties which have arisen or may arise regarding the residential tenancy of <u>Erika Leder at 42A Ord Court, San Francisco, CA 94114</u>, a residential rental unit (hereinafter "subject premises").
- 2. WHEREAS tenant was residing peacefully at the subject premises and has been residing therein at all times relevant hereto and is in good standing under the operative rental agreement. No eviction notice has been served, and no eviction action has been initiated.
- 3. WHEREAS landlord has been represented by Kathryn Quetel of Bornstein & Bornstein, 507 Polk Street #410, San Francisco, California 94102, telephone (415) 409-7611 (attorney); and tenant has been represented by Dave Crow of Crow & Rose, 605 Market Street, #400, San Francisco, California 94105, telephone (415) 552-9060 (attorney).
- 4. WHEREAS, tenant understands that tenant is under no obligation to enter into any settlement agreement and vacate 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 acknowledges the following by initialing after each paragraph:
  - a. You, the tenant, have a right not to enter into a buyout agreement.
  - 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 <a href="http://www.sfrb.org">http://www.sfrb.org</a>.
  - 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.

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 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	, Erika	Leder,	believe	that	you	are	senior,	disabled,	or
catastrophicall	y ill as th	nose terr	ms are de	efined	abov	/e? \	es 🔀	_ No	
I don't know_		I prefer	not say_						

- 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

Init.:

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, freely, voluntarily, without coercion and with full knowledge of his rights under California Law and the San Francisco Rent Stabilization and Arbitration Ordinance, and hereby freely, voluntarily, and without coercion, waives those rights, subject to the provisions of paragraph 33, herein.
- 11. For good and valuable consideration, including but not limited to payment and/or rent waivers to <a href="Erika Leder">Erika Leder</a> as described herein, tenant hereby voluntarily surrenders possession of and permanently terminates her tenancy and current and future right of occupancy, if any, at the subject premises, no later than 5:00p.m., December 31, 2015 leaving the premises in broom clean condition, free of all occupants, free of all personal possessions, and delivering all keys to landlord or landlord's agent. Upon forty six (46) days after all parties have signed a final version of this hereto agreement, landlord's counsel shall deliver one check to <a href="Erika Leder">Erika Leder</a>, made payable to <a href="Erika Leder">Erika Leder</a> in the amount of one thousand dollars (\$1,000.00), by delivery to tenant's counsel's office. On or before January 5, 2016, and upon timely surrender of subject premises, landlord's counsel shall deliver one check to <a href="Erika Leder">Erika Leder</a>, in the amount of nineteen thousand dollars (\$19,000.00), by delivery to tenant's counsel's office. The total amount of payments pursuant to this covenant is twenty thousand dollars (\$20,000.00). The parties acknowledge and agree that said payment shall satisfy all payment obligations of landlord as provided by the San Francisco Rent Stabilization and Arbitration Ordinance.

The parties further acknowledge and agree that landlord shall deposit the total sum of twenty thousand dollars (\$20,000.00) into tenant's counsel's client trust account on or before October 31, 2015. Tenant's counsel shall not release any funds to tenant without landlord's counsel's written authorization.

- 12. RENT: Upon tenant's timely surrender of possession of the subject premises, Tenant's rent shall be waived for the period of October 1, 2015 through and including December 31, 2015.
- 13. SECURITY DEPOSIT: Security deposit and interest due thereon, if any, shall be accounted for pursuant to law.
- 14. RELEASE: With the exceptions noted herein and subject to the provisions of paragraph 33 herein, the parties and their heirs, successors, and assigns, do hereby forever, finally, fully and completely release, relieve, acquit, remise 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,

Init.:

injuries, suits, actions commenced prior to, and causes of action of 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 1-14 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 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 WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTION OF THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

- 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. WARRANTY OF NON-ASSIGNMENT: Each party warrants said party has not assigned, Init.:

sold, hypothecated or transferred any rights said party may have against any other party.

- 19. 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.
- 20. 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.
- 21. 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 reformed 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.
- 22. 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.
- 23. 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.
- 24. 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.

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- 25. 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.
- 26. 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 instituted, prosecuted, or attempted by another party, or any person, firm, corporation, or organization on that party's behalf, wherein the claim concerns any facts, claims 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 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.
- 27. TERMINATION OF TENANCY NON-RESCINDABLE: Except as provided in paragraph 33 below, this Agreement hereby serves as tenant's <u>non-rescindable</u> notice of termination of tenancy which landlord, by this document, hereby accepts and acknowledges. Should tenant fail to timely vacate the subject premises no later than 5:00pm, <u>December 31, 2015</u>, tenant understands that a lawsuit shall be immediately filed to effect her removal therefrom.

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28. FREE AND VOLUNTARY: This Agreement is freely and voluntarily entered into by the parties. The parties hereto represent, declare, admit 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 to 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 hereto, save the representations, warranties and statements contained herein. This Agreement shall bind and inure to the benefit of the parties

Init.:

hereto and their respective successors, heirs, agents, independent contractors, attorneys, insurance carriers, employees, officers, directors and assigns.

- 29. PERSONAL PROPERTY: Any and all personal possessions or other personal property remaining on the premises after tenant vacates, are hereby declared abandoned and of no value. Landlord may dispose of said property as landlord sees fit. The parties agree that the provisions of Civil Code Sec. 1980-1991 have been complied with.
- 30. COUNTERPARTS: This Agreement may be executed in counterparts, and when each party has <u>signed and delivered</u> 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. Faxed signatures shall be fully honored as if they were original inked signatures.
- 31. 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 regarding any and all aspects of this tenancy and or subject premises, including the contents of any agreements made between owner and occupants, without the 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 subpoena, 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.
- 32. 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.

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33. 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: Ellen Schaefer, c/o Bornstein & Bornstein, 507 Polk Street, Suite 410, San Francisco, CA 94102.

(LE) r[initials]

Ellen Schaefer

Dated: 9/28, 2015

Brika Leder

Dated: 9/28/2015

DATE	EVENT	PRICE	\$/SQFT	SOURCE
10/30/15	Sold	\$1,206,000	\$1,201	Public Record

### Neighborhood: Corona Heights

MEDIAN ZESTIMATE

\$1,778,300



Zillow predicts will increase 0.8% next year, compared to a 1.5% increase for San Francisco as a whole. Among Corona Heights homes, this home is valued 22.8% more than the midpoint (median) home, and is valued 63.8% more per square foot.

∱ Walk Score ® 90 (Walker's Paradise) ☐ Transit Score ™ 91 (Rider's Paradise)

#### **NEIGHBORHOOD MAP**



**NEARBY HOMES** 

**Permit Details Report** 

Report Date:

8/22/2019 1:21:04 PM

Application Number:

201512023929

Form Number:

8

Address(es): Description: 2619 / 060 / 0 42

0

REMOVE (E) CARPET, REFINISH HARDWOOD FLOORS. REPLACE KITCHEN CABINETS

& PAINT.

Cost:

\$7,500.00

Occupancy Code:

R-3

Building Use: 27 - 1 FAMILY DWELLING

#### Disposition / Stage:

<b>Action Date</b>	Stage	Comments
12/2/2015	TRIAGE	
12/2/2015	FILING	
12/2/2015	FILED	
12/2/2015	APPROVED	
12/2/2015	ISSUED	

#### **Contact Details:**

#### Contractor Details:

License Number:

923107

Name:

BRENDAN M. MCGRATH

Company Name:

MODERN ART CONSTRUCTION 153 LIBERTY ST \* SAN FRANCISCO CA 94110-

15

Address:

Phone:

#### **Addenda Details:**

Description:

Step	Station	Arrive	Start	In Hold	Out Hold	Finish	Checked By	Hold Description
1	BLDG	12/2/15	12/2/15			12/2/15	PANG DAVID	
0	DPW- BSM	12/2/15	12/2/15			12/2/15	DENNIS RASSENDYLL	
3	CPB	12/2/15	12/2/15				GREEN EMILIE	

This permit has been issued. For information pertaining to this permit, please call 415-558-6096.

#### **Appointments:**

Appointment Date Appointment AM/PM Appointment Code Appointment Type Description Time Slots

#### Inspections:

Activity Date Inspector Inspection Description Inspection Status

#### **Special Inspections:**

Addenda No. Completed Date Inspected By Inspection Code Description Remarks

For information, or to schedule an inspection, call 558-6570 between 8:30 am and 3:00 pm.

Station Code Descriptions and Phone Numbers

Online Permit and Complaint Tracking home page.

#### **Technical Support for Online Services**

If you need help or have a question about this service, please visit our FAQ area.

Contact SFGov Accessibility Policies
City and County of San Francisco © 2019



Dirk Aguilar <daguilar@gmail.com>

### **Ord Court Timing/Follow up**

Erika Leder <eisabel@sbcglobal.net>

Wed, May 1, 2019 at 1:36 PM

To: Dirk Aguilar <daguilar@gmail.com>, William Holtzman <wmmia@hotmail.com> Cc: Maryann Dresner <madresner@cs.com>

Hi All,

My move date was technically 12/31/15, and I remember that it was very stressful finding places to store stuff as we could not move it back to our house so I'm sure I wasn't completely out until then. Hope that helps

Sent from Yahoo Mail for iPhone [Quoted text hidden]

	We, Corbett/Co	
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square feet.

Ord Court is a t would not only

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of the proposed expansion of 42 Ord Court from approximately 1,110 itice) increasing by more than 4X in size to 4,100 square feet plus two car

to remove the fourth floor and reduce the size to no more than 3,000

essential San Francisco cottages and duplexes. This project, if allowed, it it would tower above every other home on Ord Court.

Printed Name		Address	Could you testify on July 11?	Date
JERGENM	ON -	145 CONS-6011	85	dy 2103
Card Demeleto.	Deiro Gelleiger	154 Carbett		
Alfred Drugs	Ogum	145 Corbett		
Andrew Schwaft	an od	4212 17 ft.		
10HW SHIN	and the same of th	24 DED CT		AUG10/19
Casy Gord scroth	Transmille	4302 17454.		8 12/19
GREG LANDO	hulf by	430217565		8/12/19
Jahry Flawagan	I HE	90 Oved St.		8 12 19

Ay 22

Printed Name	Signature	Address	Could you testify on July 11?	Date
J. BERLINE	In Berline	37 A LEVANT ST		2019
Suzy Drell	3621	263 States St		\
Rich Goldenan	Mayello	230 States St	maybe	
Susan Shepard	8nX	263A States St.	,	7/8/19
Jessica Lectery	Justicella	4304174 St	mayse!	7/12/19
FRICM Walter	G'el	56 Clarendon Ave.	Les	7/12/1
TYPEN waited	Hard	4304 17th street	maybe	7/12/19
			·	

Sign now or testify	We, Corbett/Corona Heights neighbors, oppose this project. It's too big and too high.			
	We, the undersigned, oppose the size, bulk and design of the proposed expansion of 42 Ord Court from approximately 1,110 square feet (as described in the Planning Department notice) increasing by more than 4X in size to 4,100 square feet plus two car garage.			
	We specifically ask that the Property Owners be required to remove the fourth floor and reduce the size to no more than 3,000 square feet.			
	Ord Court is a tiny cul-de-sac comprised mostly of quintessential San Francisco cottages and duplexes. This project, if allowed, would not only destroy one of those historic cottages but it would tower above every other home on Ord Court.			

Printed Name	Signature	Address	Could you testify on July 11?	Date
Bill Cooper	Williams	- 54 LOWEL TELLACE	No	5-11-19
Bill Holtzman	Mart As	60 LOWER TEMPLE	No	5-11-19
Ame Morie Barcies		60 LOVET TELLACE	No	5-17-19
James Shay	dh	117 Lower Terrace	No	6/23/19
STEVEN COPPELL	Bevent Corre	le 117 LOWER TERRACE	no	4/23/19
Heather Tuney	Man	106 Lower Terrace	No	6/29/19
Carryn Laus	agulall	106 Lower Ferrace	No	6/29/19
Usis folah	Les le Koels	sh 197 corbett	100	7/8/19
JOHN KOBISCH	Som Touch	197 CORBETT	NO	7.8.19

Printed Name	Signature	Address	Could you testify on July 11?	Date
Annarose McCaughlin	aniarose Mayllo	30 Ovd Ct, Apt 1 SF (494114	No	4.11.19
MARK MAYPER	Mint Janjze	33 ORD ST SFCA941K	WWW YES	6-11-19
Gregor Freund	1. Ch. FX	26 Vylcan St.	No	6-11-19
Gabrielle Crawford	1 Krawford	22 Vulcan Stairway	NO	6-11-19
Richard Mitchell	UlBren	24 Ord Court	No	6-11-19
ROBERT QUINN	ARD -	25 ORD ST	7	6-12-19
Sample Cue	Smile Cre	27 SATURN ST	73	6-13-19
WILLIAM BAKER	Il for See	78 ORD Ct	2	6-17-14
tred Silverman	Del strein	34 Douglass St.	mo	6-17-19
gerard Bruh	M	34 Douglass SL	No	6-17-19
MARK BAUMU	m. 34	40 DOUGLASS SI	No	417/19
Drun Cosm	D/6-	40 DOUGLASS ST	NO	Glisher
Grace Gellerman	Chile (th)	1 Volcan Stairway	7	6-17-19
Martin Burbidge	MARINE	Wolcan Stailway	7	6-17-19
1/19074 Maris	Mulber Mark	- 44 Vulcom Struw	125	6/17/19
1	J.			

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We specifically ask that the Property Owners be required to remove the fourth floor and reduce the size to no more than 3,000 square feet.

Ord Court is a tiny cul-de-sac comprised mostly of quintessential San Francisco cottages and duplexes. This project, if allowed, would not only destroy one of those historic cottages but it would tower above every other home on Ord Court.

Printed Name	Signature	Address	Could you testify on July 11?	Date
Barbara Taylor Maye	Lander Marjer	33 Ord Ct	les	6-8-19
Dule Dublin	of wheefull=	245 States St.	YES	6-8-19
Joel Smart	In Suret	245 States ST	gel	6/8/19
JUNE JOHARDS	Jen yoursen	10 ged Gover		6/8-/19
CAROL BUELL	Clarol Breele	30 OKD CT, 47	No	6/8/19
NICOLE FONTES	M	36 ORD UT APTS,	No	6/8/19
Dirk Aguilar	2000	36 Ord Strelt	485	6/8/19
Cecilia Freuna	no co	ZLE VUI CAN STAINCI SF CA 94114		6/8/19

Sign now or testify	We, Corbett/Corona Heights neighbors, oppose this project. It's too big and too high.
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	Ord Court is a tiny cul-de-sac comprised mostly of quintessential San Francisco cottages and duplexes. This project, if allowed, would not only destroy one of those historic cottages but it would tower above every other home on Ord Court.

Printed Name	Signature /	Address	Could you testify on July 11?	Date
Maurice	Molote	74 Vulcan Stairway	maybe	06/17/19
Broussard	Alen Brown	74 Virlan Stairway SF 94114	NO	6/17/19
Erika Ledek	Enlo Sox	57 OKD LAWET SF CA 94114	M	6/18/19
POE ASHER	Ine Asher	44 ORD COURT	NO	6/18/19
Larry Robinson	JEL	34 Ord Court	No	6/17/19
CYNTHIA LOUIE	ende	WO MUSEUM WAY	No	6/19/19
FRNI BEJER	Information.	100 Museum Way	No	6/17/19
CURISTINE	Rustin Garbers	4427 18 th ST SF 94114	ND	620.5
PONALD CZERKIES	Donald Carkies	4427 18 1 3136 9414	No	62019

Printed Name	Signature	Address	Could you testify on July 11?	Date
KICK Nizzardini	Auf Calif	2 Vulcan Stainway 78 OPD CT	No	6-24
Dangolleon	duff	98 OPD CT	No	6/2
	17			
	A			

Sign now or testify	We, Corbett/Corona Heights neighbors, oppose this project. It's too big and too high.
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	We specifically ask that the Property Owners be required to remove the fourth floor and reduce the size to no more than 3,000 square feet. The property features two housing units and it will remain two housing units.
	Ord Court is a tiny cul-de-sac comprised mostly of quintessential San Francisco cottages and duplexes. This project, if allowed, would not only destroy one of those historic cottages but it would tower above every other home on Ord Court.

Printed Name	Signature	Address	Email/Phone Contact	Date
Brad Lyman	Brad Fyn	234 (or bett are	Bradlyman Jaho	6/38
Azren Chasu	a Killer	368 CorbeTTAVE	Achapmanno @ Guail Cou	6/29/19
Rich Wang	Rich Wang	368 Carbeth Ave	Rich @ richdesign r. (an	6/24/19
Chais B Houston	Chir B. Houston	52 Dore Avenue	Secretplace 8@gma	il.com
and R La Ossa Ames	Fand & To Own	234 Corbett Avenue	fan'ddelaogg@pma	10m

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Printed Name	Signature	Address	Could you testify on July 11?	Date
ElinA RAZDOBARÍN	p PHDL	173 Lower Tere	У	7/15/18
Link Boulfer	Herefy Pruch	4466 17Ang		7/15
for Barlow Alford Driggs	10EMalac	4486 17HG		7/15
Alford Driggs	alendons	145 Corbett		7/13
Neal Wood	Neal RWood	523 Corbett Ave		7/15/2019
CHEDRING	DP199	145 COR 139TT	2	7/25
Gary Weass		75 M avs		7/5/19

We, Corbett/Corona Heights neighbors, oppose this project. It's too big and too high.

We, the undersigned, oppose the size, bulk and design of the proposed expansion of 42 Ord Court from approximately 1,110 square feet (as described in the Planning Department notice) increasing by more than 4X in size to 4,100 square feet plus two car garage.

We specifically ask that the Property Owners be required to remove the fourth floor and reduce the size to no more than 3,000 square feet.

Ord Court is a tiny cul-de-sac comprised mostly of quintessential San Francisco cottages and duplexes. This project, if allowed, would not only destroy one of those historic cottages but it would tower above every other home on Ord Court.

Printed Name	Signature	Address	Could you testify on	Date
JENNIFUL URSEIMAN	gen	145 CORBETT	Ble	Aug 201
ADAM STEPHENS	not	49 ORD CT.	1	718.18
MARY JACKMAN	MAI-	4179 1745+		7/15/19
Alfred Driggs	arinos	145 Corbett		7/15/19
Albert Downs	AU	565 Curbett		7/18/19
NANCY PEOPLES	Maney Peoples	32 Mars St.		7/15/19

Sign now or testify	We, Corbett/Corona Heights neighbors, oppose this project. It's too big and too high.
	We, the undersigned, oppose the size, bulk and design of the proposed expansion of 42 Ord Court from approximately 1,110 square feet (as described in the Planning Department notice) increasing by more than 4X in size to 4,100 square feet plus two car garage.
	We specifically ask that the Property Owners be required to remove the fourth floor and reduce the size to no more than 3,000 square feet. The property features two housing units and it should remain two housing units.
	Ord Court is a tiny cul-de-sac comprised mostly of quintessential San Francisco cottages and duplexes. This project, if allowed, would not only destroy one of those historic cottages but it would tower above every other home on Ord Court.

Printed Name	Signature	Address	Email/Phone Contact	Date
Chris Parkes	En Plan	231 States St. #4		2/19/19
Michell Haltz	Thick softenty	0231 States St. #3	716-982-2213	6/19/5
Ed Connelly	El Canho	16 Ord Ct. #4		6/19/19
Tanya Nakhin	ovsky Take Nalas	16 Ord ct. #1	trakhimovski g	6/24/19
cary Norsworthy	Carry Morowort	-16 Ord Court #3 SF	carynors worthyo me.a	6/24/ M 2019
Maryann Desix	1000	30010 601	415-864763	6/24/00
John Keating	Dutant /	4134 17th St. St. CA 941	14 4153885817	7/9/19
MARK RY SER	- May	135 ORD ST SF CA	415 553 8033	7/10/10

We, Corbett/Corona Heights neighbors, oppose this project. It's too big and too high.

We, the undersigned, oppose the size, bulk and design of the proposed expansion of 42 Ord Court from approximately 1,110 square feet (as described in the Planning Department notice) increasing by more than 4X in size to 4,100 square feet plus two car garage.

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Ord Court is a tiny cul-de-sac comprised mostly of quintessential San Francisco cottages and duplexes. This project, if allowed, would not only destroy one of those historic cottages but it would tower above every other home on Ord Court.

Printed Name	Signature	Address	Could you testify on July 11?	Date
RICK WALSH	288	18 ORD ST	?	6/25/19
Patrick A Dow,	1 Was D	- 18 brd ST	no	6/25/19
JAMES LINDAL	IER GULTING	7 Ord St	no	6/25/1
Susan Definiter	Showkehold	? 68 Douglass St	marke?	6/25/19
Todd Huss		68 Douglass St	no	6125/19
Richard Nelson		64 Donglass	no	6/26/19
KATHEBINE ZINSE		40 ord 5+	M	6/26/19
Jonathan Nowles	and theret	- 4E ON St		1/2/10

Join us in preventing a bad precedent in our Special Use District and an oversize building in our charming cul-de-sac	Corbett Heights Neighbors (CHN) opposes the current design of a proposed development project at 42 Ord Court, because it sets bad precedent in our Special Use District, on our street and the project creates no new housing. Our negotiations with the owners have not succeeded thus far. However, we believe that we are very close. Please sign this petition to express your opposition to the current design and encourage the owners to resume their negotiations with CHN.
Sign now, testify	We, neighbors of Corbett and Corona Heights, oppose the current design. It's too big and too high.

Printed Name	Signature	Address	Could you testify on 8/22?	Date
George & WHIR	Harrye & Whete	3 Vulenus TAIX Wig.	No	
Jesephine W. H. Te	Jasepsheno White	3 Vulenus Trix wy. 3 vulenus Trixany	ne	7/22/19
	,			
	5			

Join us in preventing a bad precedent in our Special Use District and an oversize building in our charming cul-de-sac Corbett Heights Neighbors (CHN) opposes the current design of a proposed development project at 42 Ord Court, because it sets bad precedent in our Special Use District, on our street and the project creates no new housing. Our negotiations with the owners have not succeeded thus far. However, we believe that we are very close. Please sign this petition to express your opposition to the current design and encourage the owners to resume their negotiations with CHN.

Sign now, testify

We, neighbors of Corbett and Corona Heights, oppose the current design. It's too big and too high.

Printed Name	Signature	Address	Could you testify on 8/22?	Date
atricia E. Frank	Patricia & Frank	110 Everglade Dr. San Feb., Ca. 94132	No	8/10/19
	٥			

Join us in preventing a bad precedent in our Special Use District and an oversize building in our charming cul-de-sac	Corbett Heights Neighbors (CHN) opposes the current design of a proposed development project at 42 Ord Court, because it sets bad precedent in our Special Use District, on our street and the project creates no new housing. Our negotiations with the owners have not succeeded thus far. However, we believe that we are very close. Please sign this petition to express your opposition to the current design and encourage the owners to resume their negotiations with CHN.
Sign now, testify	We, neighbors of Corbett and Corona Heights, oppose the current design. It's too big and too high.

Printed Name	Signature	Address	Could you testify on 8/22?	Date
DIANA GOLDSTEIN	Diana goldstein	OWNER OF: 22 VULCAN STAIRWAY	I will be away on vacation.	08/10/2019
	-			

Join us in preventing a bad precedent in our Special Use District and an oversize building in our charming cul-de-sac Corbett Heights Neighbors (CHN) opposes the current design of a proposed development project at 42 Ord Court, because it sets bad precedent in our Special Use District, on our street and the project creates no new housing. Our negotiations with the owners have not succeeded thus far. However, we believe that we are very close. Please sign this petition to express your opposition to the current design and encourage the owners to resume their negotiations with CHN.

Sign now, testify

We, neighbors of Corbett and Corona Heights, oppose the current design. It's too big and too high.

Printed Name	Signature	Address	Could you testify on 8/22?	Date
RAY TISELL	Ray Tisell	5680 Robin Hill Drive LAKE PORT, CA. 95453	NO	7-18-2019
	0			
			=	

Join us in preventing a bad precedent in our Special Use District and an oversize building in our charming cul-de-sac	Corbett Heights Neighbors (CHN) opposes the current design of a proposed development project at 42 Ord Court, because it sets bad precedent in our Special Use District, on our street and the project creates no new housing. Our negotiations with the owners have not succeeded thus far. However, we believe that we are very close. Please sign this petition to express your opposition to the current design and encourage the owners to resume their negotiations with CHN.
Sign now, testify	We, neighbors of Corbett and Corona Heights, oppose the current design. It's too big and too high.

Signature	Address	Could you testify on 8/22?	Date
IST	ZZZ STOTES ST/SF		7/18/19
		The state of the s	
		j	
		į	
		Î	
	15TV	157 / 227 STOTES ST/SF	Signature Address Could you testify on 8/227

Join us in preventing a
bad precedent in our
Special Use District and
an oversize building in
our charming cul-de-sac

Corbett Heights Neighbors (CHN) opposes the current design of a proposed development project at 42 Ord Court, because it sets bad precedent in our Special Use District, on our street and the project creates no new housing. Our negotiations with the owners have not succeeded thus far. However, we believe that we are very close. Please sign this petition to express your opposition to the current design and encourage the owners to resume their negotiations with CHN.

Sign now, testify

We, neighbors of Corbett and Corona Heights, oppose the current design. It's too big and too high.

Printed Name	Signature	Address	Could you testify on 8/22?	Date
JOYCE S. PERKIN	s Good Seelens	45 ORD COURT, S.F.	NO (IWORK)	7/23/19
	4			

Join us in preventing a bad precedent in our Special Use District and an oversize building in our charming cul-de-sac	Corbett Heights Neighbors (CHN) opposes the current design of a proposed development project at 42 Ord Court, because it sets bad precedent in our Special Use District, on our street and the project creates no new housing. Our negotiations with the owners have not succeeded thus far. However, we believe that we are very close. Please sign this petition to express your opposition to the current design and encourage the owners to resume their negotiations with CHN.
Sign now, testify	We, neighbors of Corbett and Corona Heights, oppose the current design. It's too big and too high.

Printed Name	Signature	Address	Could you testify on 8/22?	Date
BENTAMIN BIERMA	3 - R.	- BROCKLYN, NY 11238	64	7/20/19
			1	
			100	

Printed Name	Signature	Address	Could you testify on July 11?	Date
GIBERT MEdINA	Called Making	75 oed	·No	6-54193017
Elizabeth DeBerry	Edias	72 Ord Street	No	1/8/19
Sarah Stonehocker	fru Stre	72 ord St	No	7/8/19
Michael Schulte	225	126 moseum wan	Ne	7/8/19
Mett Riley	M# 2.	55 ord 84.	No	7/16/19
LUCAS ADAMSLEI		53 ORD CT	_	8/10/19
Kin Haran	X	-53 ORD OX		8/10/19
Sonja Renner		30 Ord St	No	8/10/19
Carol Clements	Eul	52 Ord St	NIA	8/17/19
	\			
	<u> </u>			

Received at CPC Hearing 8/29/19

## **30-DAY NOTICE OF TERMINATION OF TENANCY**

: Erika Leder, Does 1 to 20, and all other occupant(s) claiming the right to possession of the following mises:

**42A Ord Court** 

City of County of San Francisco, State of California, ZIP: 94114 including all garage(s), storage and common areas.

NOTICE IS HEREBY GIVEN that your tenancy of the aforesaid premises is terminated as of thirty (30) days after service on you of this Notice (excluding the date of service). You are hereby required to quit and surrender possession thereof to the undersigned no later than thirty (30) days after service of this Notice upon you. You are required to deliver possession of said premises to:

Kathryn Quetel, Esq.
Bornstein & Bornstein
507 Polk Street Suite 410
San Francisco, CA 94102
Telephone: (415) 409-7611

the landlord's duly authorized agent at said address, on or before the expiration of said thirty (30) day period.

Rent will be due on a pro rata basis through the last day of the notice period if that day does not coincide with the end of a rental period. This is intended as a thirty (30) day legal notice for the purposes of terminating your tenancy.

If you fail to vacate on or before the expiration of said thirty (30) day period, the landlord intends to take legal action against you which could result in a judgment against you which would include costs, necessary disbursements, attorney's fees and costs, rent, damages and court costs as may be permitted by law.

This notice supersedes prior notice(s).

Kathryn Quetel, Esq.

Law Offices of Bornstein & Bornstein

Attorney and Duly Authorized Agent for Landlord

### Re: <u>42A ORD COURT, SAN FRANCISCO</u>, CA 941114

ELLEN SCHAEFER Landlord and

ERIKA LEDER, Tenant

BUYOUT AGREEMENT, SETTLEMENT
AGREEMENT, RELEASE, AND
COVENANT NOT TO SUE
Voluntary Termination of Single Tenancy

San Francisco Administrative Code §37,9E

This Buyout Agreement, Settlement Agreement, Release and Covenant Not to Sue ("Agreement") is entered into by and between <u>Ellen Schaefer</u> (hereinafter "landlord") and <u>Erika Leder</u> (hereinafter "tenant").

### **DEFINITIONS AND RECITALS**

- 1. WHEREAS, the parties wish and hereby intend to resolve any potential disputes between and among the parties which have arisen or may arise regarding the residential tenancy of <u>Erika Leder</u> at <u>42A Ord Court</u>, <u>San Francisco</u>, <u>CA 94114</u>, a residential rental unit (hereinafter "subject premises").
- 2. WHEREAS tenant was residing peacefully at the subject premises and has been residing therein at all times relevant hereto and is in good standing under the operative rental agreement. No eviction notice has been served, and no eviction action has been initiated.
- WHEREAS landlord has been represented by Kathryn Quetel of Bornstein & Bornstein, 507
  Polk Street #410, San Francisco, California 94102, telephone (415) 409-7611 (attorney); and
  tenant has been represented by Dave Crow of Crow & Rose, 605 Market Street, #400, San
  Francisco, California 94105, telephone (415) 552-9060 (attorney).
- 4. WHEREAS, tenant understands that tenant is under no obligation to enter into any settlement agreement and vacate 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 acknowledges the following by initialing after each paragraph:
  - a. You, the tenant, have a right not to enter into a buyout agreement.
  - 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 <a href="http://www.sfrb.org">http://www.sfrb.org</a>.
  - 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.

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 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.

I	00 3	ou,	Erika	Leder,	believe	that	you	are	senior,	disabled,	or
catastro	phic	ally i	ill as th	iose terr	ns are de	fined	abov	re? Y	es 🔀	_ No	
I don't	knov	<i>W</i>		I prefer	not say_				(		

- 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, freely, voluntarily, without coercion and with full knowledge of his rights under California Law and the San Francisco Rent Stabilization and Arbitration Ordinance, and hereby freely, voluntarily, and without coercion, waives those rights, subject to the provisions of paragraph 33, herein.
- 11. For good and valuable consideration, including but not limited to payment and/or rent waivers to <a href="Erika Leder">Erika Leder</a> as described herein, tenant hereby voluntarily surrenders possession of and permanently terminates her tenancy and current and future right of occupancy, if any, at the subject premises, no later than 5:00p.m., <a href="December 31">December 31</a>, 2015 leaving the premises in broom clean condition, free of all occupants, free of all personal possessions, and delivering all keys to landlord or landlord's agent. Upon forty six (46) days after all parties have signed a final version of this hereto agreement, landlord's counsel shall deliver one check to <a href="Erika Leder">Erika Leder</a>, made payable to <a href="Erika Leder">Brika Leder</a> in the amount of one thousand dollars (\$1,000.00), by delivery to tenant's counsel's office. On or before January 5, 2016, and upon timely surrender of subject premises, landlord's counsel shall deliver one check to <a href="Erika Leder">Erika Leder</a>, made payable to <a href="Erika Leder">Erika Leder</a>, in the amount of nineteen thousand dollars (\$19,000.00), by delivery to tenant's counsel's office. The total amount of payments pursuant to this covenant is twenty thousand dollars (\$20,000.00). The parties acknowledge and agree that said payment shall satisfy all payment obligations of landlord as provided by the San Francisco Rent Stabilization and Arbitration Ordinance.

The parties further acknowledge and agree that landlord shall deposit the total sum of twenty thousand dollars (\$20,000.00) into tenant's counsel's client trust account on or before October 31, 2015. Tenant's counsel shall not release any funds to tenant without landlord's counsel's written authorization.

- 12. RENT: Upon tenant's timely surrender of possession of the subject premises, Tenant's rent shall be waived for the period of October 1, 2015 through and including December 31, 2015.
- 13. SECURITY DEPOSIT: Security deposit and interest due thereon, if any, shall be accounted for pursuant to law.
- 14. RELEASE: With the exceptions noted herein and subject to the provisions of paragraph 33 herein, the parties and their heirs, successors, and assigns, do hereby forever, finally, fully and completely release, relieve, acquit, remise 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,

Init.:

injuries, suits, actions commenced prior to, and causes of action of 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 1-14 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 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 WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTION OF THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

- 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. WARRANTY OF NON-ASSIGNMENT: Each party warrants said party has not assigned, Init.:

sold, hypothecated or transferred any rights said party may have against any other party.

- 19. 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.
- 20. 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.
- 21. 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 reformed 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.
- 22. 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.
- 23. 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.
- 24. 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.

- 25. 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.
- 26. 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 instituted, prosecuted, or attempted by another party, or any person, firm, corporation, or organization on that party's behalf, wherein the claim concerns any facts, claims 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 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.
- 27. TERMINATION OF TENANCY NON-RESCINDABLE: Except as provided in paragraph 33 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 no later than 5:00pm, December 31, 2015, tenant understands that a lawsuit shall be immediately filed to effect her removal therefrom.

Initials: (LE)

28. FREE AND VOLUNTARY: This Agreement is freely and voluntarily entered into by the parties. The parties hereto represent, declare, admit 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 to 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 hereto, save the representations, warranties and statements contained herein. This Agreement shall bind and inure to the benefit of the parties

Init.:

hereto and their respective successors, heirs, agents, independent contractors, attorneys, insurance carriers, employees, officers, directors and assigns.

- 29. PERSONAL PROPERTY: Any and all personal possessions or other personal property remaining on the premises after tenant vacates, are hereby declared abandoned and of no value. Landlord may dispose of said property as landlord sees fit. The parties agree that the provisions of Civil Code Sec. 1980-1991 have been complied with.
- 30. COUNTERPARTS: This Agreement may be executed in counterparts, and when each party has <u>signed and delivered</u> 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. Faxed signatures shall be fully honored as if they were original inked signatures.
- 31. 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 regarding any and all aspects of this tenancy and or subject premises, including the contents of any agreements made between owner and occupants, without the 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 subpoena, 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.
- 32. 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.

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33. 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: Ellen Schaefer, c/o Bornstein & Bornstein, 507 Polk Street, Suite 410, San Francisco, CA 94102.

(LE) r[initials]

Ellen Schaefer

Jaica. 1720, 201

Erika Leder

Dated: 9/28, 2015



of the San Francisco Municipal Codes Regarding Unsafe, Substandard or Noncomplying Structure or Land or Occupancy

DEPARTMENT OF BUILDING INSPECTION NOTICE: 1 City and County of San Francisco 1660 Mission St. San Francisco, CA 94103	NUMBER: 201977481 DATE: 21-AUG-19
ADDRESS: 42 ORD CT	
OCCUPANCY/USE: R-3 (RESIDENTIAL- 1 & 2 UNIT DWELLINGS, TOWNHOUSESBLOCK: 2	2619 <b>LOT:</b> 060
If checked, this information is based upons site-observation only. Further research may indicate that legal use is different will be issued.	erent. If so, a revised Notice of Violation
DWNER/AGENT: MCGRATH BRENDAN & KELLY MAILING MCGRATH BRENDAN & KELLY ADDRESS 42 ORD CT SAN FRANCISCO CA	#:
94114	
	PHONE #:
<b>VIOLATION DESCRIPTION:</b>	CODE/SECTION#
• WORK WITHOUT PERMIT	106.1.1
ADDITIONAL WORK-PERMIT REQUIRED	106.4.7
EXPIRED OR CANCELLED PERMIT PA#:	106.4.4
UNSAFE BUILDING SEE ATTACHMENTS	102.1
currently two units on two floors of occupancy, including an illegal dwelling unit, with kitchen & bath, be the following code violations exist at this property:  * Work Without Permit (301 HC, 106A, 108.4 SFBC)  * Unapproved Wiring (SFHC 1001-e)  * Unapproved Plumbing (SFHC-1001-f)  * Lack of Required Smoke Detectors (SFHC-909)  * Improper exiting (Through Garage) (SFHC 801, 1001-m)  * No evidence that the required one hour fire resistant materials were completed added to the property line (601 SFHC).  * Room used for sleeping is less than 7 feet wide (503-c SFHC)  * Egress obstruction (801, 1001-1 SFHC)  * Inadequate ceiling height (503 HC)  * No approved permanent source of heat in living space (701 SFHC)  * No approved emergency egress at sleeping room (801 SFHC)  * Lack of required light and ventilation in a habitable room (504 SFHC)  * Change of use (3406 CBC)	
The following violations were noted: - Unapproved plumbing & electrical (SFHC 1001e,f) - No approved one hour separation between garage & illegal unit (SFHC 601) - No second means of egress (SFHC 801-1)	
Inspection revealed that the use of the premises is the correct legal use, 1 dwelling unit on 2 floors of occ	cupancy
<b>CORRECTIVE ACTION:</b>	
STOP ALL WORK SFBC 104.2.4	415-558-6632
FILE BUILDING PERMIT WITHIN 30 DAYS  OBTAIN PERMIT WITHIN 30 DAYS AND COMPLETE ALL WORK WITHIN 60 DAYS, IN STUDIOFF.	Must Accompany the Permit Application



of the San Francisco Municipal Codes Regarding Unsafe, Substandard or Noncomplying Structure or Land or Occupancy

•	CORRECT VIOLATIONS WITHIN 90 DAYS.	NO PERMIT REQUIRED
	YOU FAILED TO COMPLY WITH THE NOTICE(S) DATED	, THEREFORE THIS DEPT. HAS INITIATED ABATEMENT PROCEEDINGS.

## • FAILURE TO COMPLY WITH THIS NOTICE WILL CAUSE ABATEMENT PROCEEDINGS TO BEGIN. SEE ATTACHMENT FOR ADDITIONAL WARNINGS.

Because of the above cited alterations without permit, you are required to comply with the following ordinance:

NOTICE per Ordinance 33-16: SFBC Section 102A.3.1. Dwelling units constructed or installed without required permit(s). In case of an unauthorized dwelling unit constructed or installed in an existing building without the required permit or permits, in addition to the above requirements the written Notice of Violation shall order the property owner to file an application for a building and other permits required to legalize the unit pursuant to Building Code Section 106A.3.1.3 and Planning Code 207.3.

Exceptions:

- \*Removal of the unit has been approved by the Planning Commission pursuant to Planning Code Section 317; or
- \*After performing a screening under Section 106A.3.1.3(a) of this Code, the Department has determined that the unauthorized dwelling unit is not able to be legalized under Section 106A.3.1.3 of this Code; or
- \*The Building Official has determined that a serious and imminent hazard under Section 102A.16 of this Code exists on the subject property.

If none of the three exceptions listed above are met, submit a copy of this Notice and two sets of plans with a Building Permit Application to legalize the conversion of the rear of the garage into a legal dwelling unit. After the Building Permit is issued, Plumbing and Electrical Permits must be obtained.

If any of the above 3 exceptions are met, the owner shall submit a copy of this Notice and two sets of plans with a Building Permit Application to revert the areas of violation back to their last legal use by removing the unpermitted dwelling unit. After the Building Permit is issued, Plumbing and Electrical Permits must be obtained.

Whether areas of violation are brought in to conformance pursuant to Ordinance 33-16, or reverted to last legal use, a Building Permit is required to remove all unpermitted property line windows/doors and re-install approved siding.

To abate this Notice of Violation, you must obtain all permits and complete all work as specified above. Then, when work is completed and all Building, Plumbing, and Electrical Permits are signed off and completed, you must contact the district Housing Inspector for a final inspection. At final inspection, all finalized Building, Plumbing and Electrical Permits and plans must be produced, and access must be provided to all storage rooms and other uninhabitable spaces.



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SUBMIT A COPY OF THIS NOTICE AND TWO SETS OF PLANS WITH THE BUILDING PERMIT APPLICATION TO LEGALIZE UNPERMITTED WORK OR TO REVERT BACK TO THE LAST LEGAL USE. AFTER THE BUILDING PERMIT IS ISSUED, PLUMBING AND ELECTRICAL INSPECTIONS MUST ALSO BE OBTAINED AND BUILDING PERMIT FINAL SIGN-OFF. TO ABATE THIS NOTICE OF VIOLATION YOU MUST CONTACT A HOUSING INSPECTOR FOR A FINAL INSPECTION AND PRODUCE ALL APPROVED PLANS AND PERMITS.

INVESTIGATION FEE OR OTHER FEE WILL A	PPLY		
9x FEE (WORK W/O PERMIT AFTER 9/1/60)	2x FEE (WORK EXCEE	DING SCOPE OF PERMIT)	ĺ .
OTHER:	REINSPECTION FEE \$		O PENALTY VORK W/O PERMIT PRIOR TO 9/1/60)
APPROX. DATE OF WORK W/O PERMIT <sub>03-NOV-17</sub> VALUE OF WORK PERFORMED W/O PERMITS \$30000			
BY ORDER OF THE DIRECTOR, DEPARTMENT OF BUILDING INSPECTION			
CONTACT INSPECTOR: Christina H D. Moy			
PHONE # 415-558-6632	DIVISION: HIS	DISTRICT: 13	
By:(Inspectors's Signature)	-		



of the San Francisco Municipal Codes Regarding Unsafe, Substandard or Noncomplying Structure or Land or Occupancy

Pursuant to SFBC 304(e) and 332.3 investigation fees are charged for work begun or performed without permits or for work exceeding the scope of permits. Such fees may be appealed to the Board of Permit Appeals within 15 days of permit issuance, at 875 Stevenson St., 4th floor. 554-6720

WARNING: Failure to take immediate action as required to correct the above violations will result in abatement proceedings by the Department of Building Inspection. If an Order of Abatement is recorded against this property, the owner will be billed or the property will be flened for all costs incurred in the code enforcement process from the posting of the first "Notice of Violation" until all costs are paid. SFBC 203(b) & 332.3

WARNING: Section 204 of the San Francisco Housing Code provides for immediate fines of \$100 for each instance of initial non-compliance, followed by \$200 fines per violation for the second instance of non-compliance, up to a maximum of \$7,500 per building. This section also provides for issuance of a criminal charge as a misdemeanor for each violation, resulting in fines of not less than \$1,000 per day or six months' imprisonment or both.

WARNING: Anyone who derives rental income from housing determined by the Department of Building Inspection to be substandard cannot deduct from state personal income tax and bank and corporate income tax interest, depreciation or taxes attributable to such substandard structure. If correction work is not completed or being diligently, expeditiously and continuously prosecuted after six (6) months from the date of this notice, notification will be sent to the Franchise Tax Board as provided in Section 17264(c) of the Revenue and Taxation Code.

WARNING: Section 205(a) of the San Francisco Building Code provides for civil fines of up to \$500 per day for any person who violates, disobeys, omits, neglects or refuses to comply with or opposes the execution of any provisions of this code. This section also provides for misdemeanor fines, if convicted, of up to \$500 and/or imprisonment up to six months for each separate offense for every day such offense occurs.

De acuerdo a las Secciones 304(e) y 332.3 de el Código de Construcción de Edificios de San Francisco, gastos de investigación serán cobrados por trabajo empezado o realizado sin los debidos permisos o por trabajo que exceda el límite estipulado en los permisos. Dichos cobros pueden ser apelados ante la Junta de Apelaciones de Permisos (Board of Permit Appeals) dentro de los primeros quince días de haberse obtenido el permiso. Las apelaciones se hacen en el 875 de la calle. Stevenson, cuarto piso, teléfono 554-6720.

ADVERTENCIA: Si no cumple con las acciones immediatas requeridas para corregir las infracciones, el Departamento de Inspección de Edificios tendrá el derecho de iniciar el proceso de mitigación. Si una Orden de Mitigación es registrada contra dicha propiedad, los gestos incurridos durante el proceso de aplicación del código, desde la primera puesta del Aviso de Infracción hasta que todos los gastos esten pagados, se le cobraran al dueño del edificio o la propiedad sera embargada para recuperar dichos gastos. Referencia a la Sección 203(b) y 332.3 de el Código de Construcción de Edificios.

ADVERTENCIA: La Sección 204 de el Código de Vivienda de San Francisco permite que se multe inmediatamente \$100 por cada primer caso de inconformidad, seguida por una multa de \$200 por cada segunda infracción de inconformidad, aumentando hasta un máximo de \$7,500 por cada edificio. Esta Sección también permite obtener cargos criminales como delito menor, resultando en multas de no menos de \$1,900 díarios ó 8 meses de encarcelamiento o ambes sanciones.

ADVERTENCIA: Cualquier persona que reciba renta por una vivienda que haya sido declarada que no satisface las normas requeridas por el Departamento de Inspección de Edificios, no puede deducir del estado intereses personales, de banco o empresa, depreciación o taxes atribuídos sobre dicha estructura. Si el trabajo de reparación no se termina o está diligentemente, rápidamente y contuamente acusado después de seis (6) meses de la fecha de este aviso, se le enviará una notificación a la Junta de Concesión de Impuestos (Franchise Tax Board) de acuerdo a la Sección 1264(c) del Código de Ingresos e Impuestos (Revenue and Taxation Code).

ADVERTENCIA: La Sección 205(a) de el Código de Edicios de San Francisco impone multas civiles hasta de \$500 por cada dia a cualquier persona que infrinja, desobedezca, milita, descuide, rehusa cumplir, resiste o se opone a la ejecución de las provisiones de este código. Esta sección también impone multas por delito menor, si es declarado culpable, de hasta \$500 o encarcelamiento de hasta 6 meses, o ambas sanciones, por cada una de las ofensas y por cada día que dicha ofensa occura.

模據 (三潛市建築法規) (簡菁 SFBC) 第 304(a) 項和第 332.3 項條款的規定,對沒有許可 變便已開始的工程和或正在進行的工程、或者超越許可範顯的工程。將收取調查費。當事 人可以在許可證費出日起 15 天之內,劃畫費可以向許可上訴委員會提出上訴。讓委員會 地址在 Stevenson 衡 875 號 4 樓, 電話: 554-6720。

警告:如不按照要求立即采取行動、以糾正上認識掌行舞。將導取避弊檢查局付體預制糾 正程序的執行。機對此房均產頒證的強制糾正程序令一概在市府構實。則自建章運知張貼 日超的各項與此糾正程序令有額的費用,將向原地產主擴取。或將賽地差扣擇,直至付潛 各項費用。 聯拿關《三瓣市種接法側》第 203 (b) 項前第 332.3 項條款。

警告: (三海市房間法領)(到 SPRC)第 204(b) 項傳數模定: 對每一達章初犯者立即將 複觀數 100 元。二次重犯者函數 200 元。如數據字的最高觀數可靠 7,500 元。此項法規雖 規定對每一連章觀錄者可提出刑事接告,每日最高觀數可讓 1,000 元。或/和撒禁六個 月。 警告:任何人通過出租所繼續権收入、兩號房屋已被臨棄審查周定場低於規定翻準者。不 能從加州個人所得稅、銀行和公司所得稅利息、以及與該條於規定翻率的應額有關的折審 或稅數中扣除稅辦。如果在此選告公布六個月後,改正工程沒有完成,或者沒有積極、迅 適有效地運搬施行。我們將根據《國家稅收法規》(即 Revenue & Taxation Code) 第 1264 (c) 項條款,類如加州稅辦委員會 (The Prunchise Tax Board) ?

警告:《三藩市職第法報》第 205(a) 項條款規定:對於任何建反、不嚴從、凝忽、忽義、 或拒絕維賴此法規循。與者報酬、反對實施此法規中的任何條款的報人,將付最高 500 元 的民事觀數。此法規理規定對達法者,如果被定罪,對每天所要生的、每一單獨的犯法行 為,將付予高數 500 元的關數,和/或者監察大衡月。

# CORBETT HEIGHTS NEIGHBORS Post office box 14493 San Francisco, CA 94114

August 7, 2019

Planning Director John Rahaim Quadrant Manager Delvin Washington Planning Department of the City and County of San Francisco 1650 Mission Street, Suite 400 San Francisco, CA 94103-2479

Via US Postal Service and

Via email to John.Rahaim@sfgov.org

Via email to Delvin. Washington@sfgov.org

Regarding 42/42 A Court, Application of Property owner to enlarge 2018-000547CUA

Dear Planning Director Rahaim and Quadrant Manager Washington:

I am writing this letter as the current President of Corbett Heights Neighbors, the recognized neighborhood association which includes all of the streets in San Francisco known as Ord Court and Ord Street.

The Corona Heights Large Residence Special Use District was established in order to scrutinize over-development in our neighborhood. Your Department is currently preparing a Conditional Use Application packet for 42/42A Ord Court (2018-000547CUA) - an application that will be heard by the Planning Commission on August 22, 2019.

This project requires a Conditional Use Authorization, because it exceeds the allowable size set forth in the aforementioned Special Use District. In order to earn a Conditional Use Authorization the project must demonstrate: "That the proposed use or feature, at the size and intensity contemplated and at the proposed location, will provide a development that is necessary or desirable for, and compatible with, the neighborhood or the community." (Source: San Francisco Planning Department)

However, the project is unnecessary for the community, because:

- It creates <u>no new housing</u>. In fact, it turns an affordable unit into an expensive one.
- It violates the terms and does not meet the intent of the Corona Heights Large Residence Special Use District.
- Its size and mass are inappropriate and they set a bad precedent on Ord Court.

In addition, more than 100 neighbors have joined our organization in opposing this project, showing that it is also **undesirable for the neighborhood**.

In light of these facts we respectfully ask the Planning Department to please <u>not</u> recommend a Conditional Use Authorization at 42/42A Ord Court. Corbett Heights Neighbors is requesting, with this letter, that the Planning Department oppose the Conditional Use Authorization sought by the owners of 42/42A Ord Court.

You may contact me at my office phone 415-864-7636, during daytime hours, with any questions or concerns.

Thank you for your attention to this matter.

Best regards,

Maryann Dresner

President of Corbett Heights Neighbors

Copy via email to Jeffery Horn (Jeffery. <u>Horn@sfgov.org</u>
Rafael Mandelman (Rafael. <u>Mandelman@sfgov.org</u>)
Kyle Smeallie (Kyle.Smeallie@sfgov.org)

We, Corbett/Corona Heights neighbors, oppose this project. It's too big and too high.

We, the undersigned, oppose the size, bulk and design of the proposed expansion of 42 Ord Court from approximately 1,110 square feet (as described in the Planning Department notice) increasing by more than 4X in size to 4,100 square feet plus two car garage.

We specifically ask that the Property Owners be required to remove the fourth floor and reduce the size to no more than 3,000 square feet.

Ord Court is a tiny cul-de-sac comprised mostly of quintessential San Francisco cottages and duplexes. This project, if allowed, would not only destroy one of those historic cottages but it would tower above every other home on Ord Court.

Printed Name	Signature	Address	Could you testify on July 11?	Date
RICK WALSH	28	18 OFD ST	?	6/25/19
Patrick A Dow 1	Wan D	18 brd 57	no	6/25/19
JAMES LINDAUER	Justila.	7 Ord St	no	625/19
Susan Definiter	Smarkehile	68 Donglass St	naybe?	6/25/19
Told Huss	12	68 Douglass St	no	6/25/19
Richard Nelson	Rell Nh	64 Donalsss	no	6/26/19
KATHEBINE ZINSER	bot I	40 ord St	M	6/26/19
Jonathan Newlerge	Ment	40 ord St		6/20/8

Printed Name	Signature	Address	Could you testify on July 11?	Date
GIBORT MEdINA	all theking	75 oed	No	65492017
Elizabeth DeBerry	Ediaby	72 Ord Street	No.	7/8/19
Sarah Stonehocker	fru Stre	72 ord St	No	7/8/19
Michael Scholte	JAN	126 moseum way	Ne	7 8 19
Matt Riley	M#12.	55 Oud 84.	No	7/18/19
LUCAS ADAMSLE!		53 ORD CT	-	8/10/19
Ki Haan	*	-53 ORD CX		8/10/19
Sonja Renner		30 Ord St	No	8/10//9
Carol Clements	8 u/	52 Ord St	NIA	8/17/19

Join us in preventing a bad precedent in our Special Use District and an oversize building in our charming cul-de-sac	Corbett Heights Neighbors (CHN) opposes the current design of a proposed development project at 42 Ord Court, because it sets bad precedent in our Special Use District, on our street and the project creates no new housing. Our negotiations with the owners have not succeeded thus far. However, we believe that we are very close. Please sign this petition to express your opposition to the current design and encourage the owners to resume their negotiations with CHN.
Sign now, testify	We, neighbors of Corbett and Corona Heights, oppose the current design. It's too big and too high.

Printed Name	Signature	Address	Could you testify on 8/22?	Date
George & While	Hange & Whete	3 Valenus TAIS Wig.	No	7/22/19
Jesephini Le H, Te	Jusque akte	3 Valenus TRIX Wig.	nie	7/22/19
	/			
		7		

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We, neighbors of Corbett and Corona Heights, oppose the current design. It's too big and too high.

Printed Name	Signature	Address	Could you testify on 8/22?	Date
Patricia E. Frank	Patricia & Frank	110 Everglade Dr. San Fes., Ca. 94132	No	8/10/19

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Printed Name	Signature	Address	Could you testify on 8/22?	Date
DIANA GOLDSTEIN	Diana goldstein	OWNER OF: 22 VULCAN STMRWAY	I will be away on vacation.	08/10/2019

Join us in preventing a bad precedent in our Special Use District and an oversize building in our charming cul-de-sac	Corbett Heights Neighbors (CHN) opposes the current design of a proposed development project at 42 Ord Court, because it sets bad precedent in our Special Use District, on our street and the project creates no new housing. Our negotiations with the owners have not succeeded thus far. However, we believe that we are very close. Please sign this petition to express your opposition to the current design and encourage the owners to resume their negotiations with CHN.
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Printed Name	Signature	Address	Could you testify on 8/22?	Date
RAY TISELL	hay Tisell	5680 Robin Hill Drive LAKE PORT, CA. 95453	NO	7-18-2019
	0			

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Sign now, testify

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Printed Name	Signature	Address	Could you testify on 8/22?	Date
REVIND REHEAL	IST	Address  ZZZ STOTES ST/ 8	SF	7/18/19

Join us in preventing a bad precedent in our Special Use District and an oversize building in our charming cul-de-sac	Corbett Heights Neighbors (CHN) opposes the current design of a proposed development project at 42 Ord Court, because it sets bad precedent in our Special Use District, on our street and the project creates no new housing. Our negotiations with the owners have not succeeded thus far. However, we believe that we are very close. Please sign this petition to express your opposition to the current design and encourage the owners to resume their negotiations with CHN.
Sign now, testify	We, neighbors of Corbett and Corona Heights, oppose the current design. It's too big and too high.

Printed Name	Signature	Address	Could you testify on 8/22?	Date
JOYCE S. PERKIN	s Josephus	45 ORD COURT, S.F.	NO (IWORK)	7/23/19
		COWNED		

Join us in preventing a bad precedent in our Special Use District and an oversize building in our charming cul-de-sac	Corbett Heights Neighbors (CHN) opposes the current design of a proposed development project at 42 Ord Court, because it sets bad precedent in our Special Use District, on our street and the project creates no new housing. Our negotiations with the owners have not succeeded thus far. However, we believe that we are very close. Please sign this petition to express your opposition to the current design and encourage the owners to resume their negotiations with CHN.
Sign now, testify	We, neighbors of Corbett and Corona Heights, oppose the current design. It's too big and too high.

Printed Name	Signature	Address	Could you testify on 8/22?	Date
BENTAMIN BIERMAN	Z - B.	10 PLAZA ST. EAST 116 - BROCKLYN, NY 11238	49	7/20/19

We, Corbett/Corona Heights neighbors, oppose this project. It's too big and too high.

We, the undersigned, oppose the size, bulk and design of the proposed expansion of 42 Ord Court from approximately 1,110 square feet (as described in the Planning Department notice) increasing by more than 4X in size to 4,100 square feet plus two car garage.

We specifically ask that the Property Owners be required to remove the fourth floor and reduce the size to no more than 3,000 square feet.

Ord Court is a tiny cul-de-sac comprised mostly of quintessential San Francisco cottages and duplexes. This project, if allowed, would not only destroy one of those historic cottages but it would tower above every other home on Ord Court.

Printed Name	Signature	Address	Could you testify on July 11?	Date
JZR48LMW	and the second	145 CONS-471	8C	Jy 2103
Cary D. Remetto	Dair Chelle yer	154 Carbett		
Alfred Drugs	agum	145 Corbett		5.
Andrew Schwaft	an ol	4212 17th 5t.		
JOHO SHIP	0	24 DED CT		AUG10/19
Casy Good seroth	1 Caymondet	4302 17454.		8 12/19
GREG RANDO	pull by	430217165		8/12/19
John Flammagaz	JE FA	90 Oved St.		8 12 19

Ay 22

Printed Name	Signature	Address	Could you testify on July 14?	Date
J. BERLINE	In Baline	37 A LEVANT ST		2019 T
Suzy Drell	3001	263 States St		
Rich Goldma	" Mreyll	200 States St	Maybe	
Susan Shepay	d Sux	263A States St.	,	7/8/19
Jessica Lecten	Justicella	430417+1 St	mayse!	7/12/19
Sessica Vecter Exic Mucphy 1441 Walted	Gel .	56 Clarendon Ave Cowner of 4304 17th St	Les	7/10/
TYPEN waited	Had	4304 17th sweet	maybe	2/12/19
	3		(	
		*		

Sign now or testify	We, Corbett/Corona Heights neighbors, oppose this project. It's too big and too high.
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Printed Name	Signature	Address	Could you testify on July 11?	Date
Bill CoopE	Williams	54 LOWEL TELLAC	e No	5-11-19
Bill Holtzma	West &	6 CO LOWEN TENDER	No	5-11-19
Ame Morie Barcie		60 LOVET TETTECE	No	5-17-19
James Shay	dhy	117 Lower Terrace	Ν̈́ο	6/23/19
STEVEN CORREL	1 Bevent Con	THE 117 LOWER TERRACE	no	4/23/19
Heather Tune	Marin	106 Lower Terra	ce No	6/29/19
Carryn Laus	agulal	L 106 Lower Ferrac	e No	6/29/19
Uslis folder	Lesly Koe	Isch 197 corbett	ND	7/8/19
JOHN KOBLOCH	I Am Tu	2 197 CORBETT	NO	7.8.19

Printed Name	Signature	Address	Could you testify on July 11?	Date
Ahraros Malaughlin	Aniarose Myayllo	30 Ovd Ct, Apt 1 SF (A94114	No	w11.19
MARK MAYPER	Mint Jayze	33 ORD ST SFCA941K	(MOSO)/ES	6-11-19
Gregor Freund	16. FX	26 Vylcan St.	No	6-11-10
Gabrielle Crawfor	2 Krawford	22 Vulcan Stairway	NO	6-11-19
Richard Mitchell	UlBreak	24 Ord Court	No	6-11-19
ROBERT QUINN	ARD	25 ORD ST	7	6-12-19
Sample Cue	Smile Cong	27 SATURN ST	No	6-13-19
WILLIAM BAKER	LA 108 Sale	78 ORD OF	5	6-17-19
tred >1/erman	theil silvein	34 Donalas St.	$\sim$ 0	6-17-14
gerard Bruh	M	34 Douglass SL	No	6-17-19
MARK BAUMLO	m. By	40 DOUGLASS SI	No	6/17/19
DND COSM	D16	40 DOUGLASS ST	M	disher
Grace Gellerman	Cale CHA	1 Volcan Stairway	7	6.17.19
Martin Burbidge	MBAS	1 Volcan Stailway	7	6-17-19
Melecty Marks	Milose Merch	- 44 VICON STAIR	405	62/17/19
.		and the second second	/	4/1/

We, Corbett/Corona Heights neighbors, oppose this project. It's too big and too high.

We, the undersigned, oppose the size, bulk and design of the proposed expansion of 42 Ord Court from approximately 1,110 square feet (as described in the Planning Department notice) increasing by more than 4X in size to 4,100 square feet plus two car garage.

We specifically ask that the Property Owners be required to remove the fourth floor and reduce the size to no more than 3,000 square feet.

Ord Court is a tiny cul-de-sac comprised mostly of quintessential San Francisco cottages and duplexes. This project, if allowed, would not only destroy one of those historic cottages but it would tower above every other home on Ord Court.

Printed Name	Signature	Address	Could you testify on July 11?	Date
Barbara Taybr Maye	x Tarber Mayor	33 Ord Ct	les	6-8-19
Dule Dublin	efubefull=	245 States St.	YES	6-8-19
Joel Smart	Ja Lunet	245 States ST	gul	6/8/19
JUNE Johnsod	for yourse	10 God Gover		48-119
CAROL BUELL	Clarol Breele	30 OKDCT, 47	No	61819
NICOLE FONTES	M	30 ORD UT APTS.	No	6/8/19
Dirk Aguilar	2000	30 Ord Street	485	1/8/19
Cecilia Freuna	no co	ZLE WI CAN STAINCI		6/8/19

Sign now or testify	We, Corbett/Corona Heights neighbors, oppose this project. It's too big and too high.
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	We specifically ask that the Property Owners be required to remove the fourth floor and reduce the size to no more than 3,000 square feet.
	Ord Court is a tiny cul-de-sac comprised mostly of quintessential San Francisco cottages and duplexes. This project, if allowed, would not only destroy one of those historic cottages but it would tower above every other home on Ord Court.

Printed Name	Signature /	Address	Could you testify on July 11?	Date
Maurice 1	Montote	74 Vulcan Stairwas	1 maybe	06/17/19
Broussard	Alen Brown	74 Vulan Stairway SF 94114	Nυ	6/17/19
Zrika Ledek	Endo Sax	57 OKD LOWET SF 94114	M	6/18/19
BEASHER	The Asher	44 ORD COURT	NO	6/18/19
Lary Adsinson	du.	34 and Count	Na	6/19/19
CYNTHIA LOUIE	ende	WO MUSEUM WAY	Nο	6/19/19
FRNI BEJER	Information,	100 Museum Way	No	6/17/19
CHRISTINE	heis ting gorbers	4427 18 th ST SF 9414	ND	620.5
DONALD CZERKIES	Donald Cyrkies	4427 18 STSF 9414	No	62019

Printed Name	Signature	Address	Could you testify on July 11?	Date
Rick Nizzardini Danys Leon	pholypulus	2 Vulcan Stamway	No	
Danyslleon	alers 10	2 Vulcan Stainway 78 OPD CT		6-24-19
	Carl 1	10 990 01	No	16541
	X.			

Sign now or testify	We, Corbett/Corona Heights neighbors, oppose this project. It's too big and too high.
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	We specifically ask that the Property Owners be required to remove the fourth floor and reduce the size to no more than 3,000 square feet. The property features two housing units and it will remain two housing units.
	Ord Court is a tiny cul-de-sac comprised mostly of quintessential San Francisco cottages and duplexes. This project, if allowed, would not only destroy one of those historic cottages but it would tower above every other home on Ord Court.

Printed Name	Signature	Address	Email/Phone Contact	Date
Brad Lyman	Brad Fun	234 Car bett are	Bradlyman Jako	6/38
Azron Chasu	al Killer	368 CORBETT AVE	Acha pmanino @	6/29/19
Rich Wang	Rich Wang	368 Corbett Ave	Rich @ richdesign r. Can	6/24/19
LAIS B Houston	Chur B. Houstin	52 Dore Avenue	Secretplace 8@gma	1.com
and 12 La Ossa Anto	Fand & To Own	234 Corbett Avenue	fanidde laossa Opmo	il com

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Printed Name	Signature	Address	Could you testify on July 11?	Date
ElinA RAZDOBARINA	o PHDL	173 Lower Tere	У	7/15/18
Linka (Barley	Gengly Pruch	4486 17Mg		7/15
for Barlow Al Ford Driggs	10EMala	4486 174hg		7/15
Alford Driggs	allewards	145 Corbet		7/13
New Wood	Neal RWood	523 Corbett Ave		7/15/209
CHEDRINGER	DH44	145 COR 13 9TT	W	7/25
Gory Weass		75 M WS		7/5/19

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Printed Name	Signature	Address	Could you testify on	Date
JENNIFUL URSEIMAN	gen	145 CORBETT	8k	Aug 201
ADAM STEPHENS	ny	49 ORD CT.	1	7.15.P
MARY JACKMAN	HA-	4179 17th St.		7/15/19
Alfred Driggs	arminos	145 Corbett		2/15/19
Albert Downs	AU	565 Cornett		7/15/19
MAKCY PEOPLES	Maney Peoples	32 Mars St.		7/15/19
				( )

Sign now or testify	We, Corbett/Corona Heights neighbors, oppose this project. It's too big and too high.		
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	We specifically ask that the Property Owners be required to remove the fourth floor and reduce the size to no more than 3,000 square feet. The property features two housing units and it should remain two housing units.		
	Ord Court is a tiny cul-de-sac comprised mostly of quintessential San Francisco cottages and duplexes. This project, if allowed, would not only destroy one of those historic cottages but it would tower above every other home on Ord Court.		

Printed Name	Signature	Address	Email/Phone Contact	Date
Chris Parkes	en Ph	231 State St. #4		2/19/19
Michael Haltz	Thick soften	231 states St. #3	714-982-2213	6/19/19
Ed Connelly	El landy	16 Ord Ct. #4	*	6/19/19
Tanya Nakhima	Nsky Taken Natas	·16 02d ct. #1	trakhimovsky of	6/24/19
cary Norsworthy	Cams nowors	-16 Ord Court #3 SF	carynors worthy@me.ca	6/24/ M 2019
Maryann Dissis	Wholesy	30012 GOT	415-864-763	6624
John Keating	Plintant /	4134 17th St. St. CA 941	14 45388817	7/9/19
MARK RY SER	2 Mily	135 ORD ST SF CA	415 553 8033	7/10/19

Dear San Francisco Planning Commission,

I am writing to you in regard to the Conditional Use Review and Variance request to expand 42/42A Ord Court, a vintage San Francisco cottage, into a Monster Home. I oppose the project in its current form. It is too tall and too large for our small, narrow cul-de-sac. There is no legal justification for allowing the owners to exceed the building limits of the Corona Heights Special Use District or to grant a Variance.

Opponents of this project have collected over 100 signatures of neighbors who also oppose the scope of the current plans. We are submitting copies of that petition to the Honorable Planning Commission for your consideration.

Please note that as recently as your March 7, 2019 hearing architect John Duffy lied claiming that 42 Ord Court was a single family home. Both Mr. Duffy and the owners knew there was also a small studio in the basement that had been continuously occupied as an AFFORDABLE HOUSING UNIT. (See attachment) The previous owner evicted the last tenant, Erika Leder, but Erika continued to occupy the apartment for two months after the new owners took possession. Since then the owners' Nanny has been living in the Studio.

Mr. Duffy submitted architectural plans <u>under penalty of perjury</u> that labeled the studio as "Storage" and labeled the Living Room as "Bedroom 2" (see attachments).

As I noted in my letter to the Commission in March, 42A Ord Court had been an affordable housing unit for decades. In contrast, the proposed replacement apartment would be market rate. Therefore, San Francisco would lose yet another affordable housing unit, replaced with an apartment financially out of the reach of low or middle-income residents.

In addition, the site plan of 42/42A Ord Court is deceptive. The size and bulk of this development are massive compared to the existing cottage and even other larger homes on the Court. The photographs tell the real story. Please look at them closely and don't be fooled by the deceptive nature of the design plans.

#### ORD COURT

I moved to Ord Court 35 years ago because our little cul-de-sac is so beautiful with its large gardens, abundant open space and small Victorian and Edwardian cottages. It is a tiny piece of San Francisco paradise nestled between the Vulcan Stairway and States Street. Walking tours regularly visit our street to experience the unique combination of nature and people living quietly in harmony. Those of us who oppose this project are keenly aware that if you approve a development this large others will follow and Ord Court as we know and love it will be destroyed.

Please help us save Ord Court from Monster Homes like this one. Save our gardens! Save our Open Space! Please require the owners of 42/42A Ord Court to conform to the Corona Heights Special Use District and build a home and second unit that are compatible with our neighborhood.

sylor Thy per

Thank you very much for your consideration of our concerns.

Respectfully yours,

Barbara Taylor Mayper

33 Ord Court

San Francisco, CA 94114

415-265-4055

barbarataylorsf@gmail.com



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

## NOTICE OF PUBLIC HEARING

Hearing Date: Thursday, March 7, 2019

Time:

Not before 1:00 PM

Location:

City Hall, 1 Dr. Carlton B. Goodlett Place, Room 400

Case Type:

Conditional Use

Hearing Body: Planning Commission

#### PROJECT INFORMATION

#### APPLICANT INFORMATION

Project Address:

42 Ord Court

**Ord Street** 

Cross Street(s): Block /Lot No.:

2619 / 060

Zoning District(s): RH-2 / 40-X

Area Plan:

NA

Record Number: 2018-000547CUA

Applicant:

John Duffy

Company:

The Building Design Group

Applicant Address: 4620 Ben Hur Road City, State: Mariposa, CA 95338

Telephone:

(415) 309-8896

E-Mail:

iduffyarchitect@gmail.com

#### PROJECT DESCRIPTION

Request for Conditional Use Authorization, pursuant to Planning Code Sections 249.77 and 303(c), to construct a vertical and horizontal addition to an existing 1,860 square foot, two-storywith-attic single-family home on a 117 foot-10 inch deep through lot that extends from Ord Court to States Street. The existing structure will remain but be lifted 2 feet in height, two floors will be added on top of the rear portion of the existing structure and a 4-story rear addition will be constructed. In total, the proposed structure is 4,110 gross square feet in size and will add one new residential unit and a new garage. The project is within an RH-2 (Residential House, Two-Family) Zoning District, a 40-X Height and Bulk District, and the Corona Heights Large Residence Special Use District (Planning Code Sec 249.77).

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

#### ADDITIONAL INFORMATION

ARCHITECTURAL PLANS: To view the plans and related documents for the proposed project, visit sf-planning.org/notices and search the Project Address listed above. The plans and Department recommendation of the proposed project will also be available one week prior to the hearing through the Commission agenda at: sf-planning.org/hearings or by request at the Planning Department office located at 1650 Mission Street, 4th Floor.

FOR MORE INFORMATION, PLEASE CONTACT PLANNING DEPARTMENT STAFF:

Planner: Jeff Horn

Telephone: (415) 575-6925 E-Mail: jeffrey.horn@sfgov.org

## APPLICANT'S AFFIDAVIT

Under penalty of perjury the follow	ving declarations are made:		
	or authorized agent of the owner o		
<ul><li>b) The information presented is t</li><li>c) Other information or applicati</li></ul>	true and correct to the best of my ki ons may be required.	nowledge.	
John Colle		JOHN DUFFY	
Signature		Name (Printed)	
Project Architect	415 309-8896	jduffyarchitect@gmail.com	
Relationship to Project (i.e. Owner, Architect, etc.)	Phone	Email	
APPLICANT'S SITE	VISIT CONSENT FOR	M	
I herby authorize City and County interior and exterior accessible.	of San Francisco Planning staff to co	onduct a site visit of this property, making all portions of the	
John Call		JOHN DUFFY	
Signature		Name (Printed)	
03-01-19			
Date			

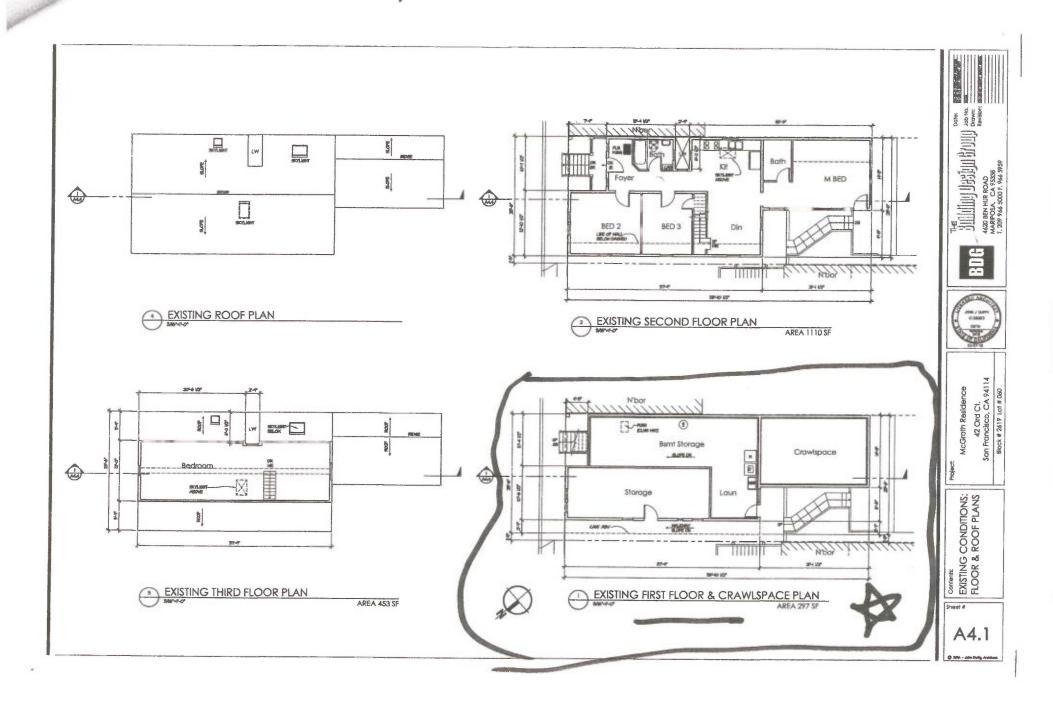
PAGE 5 | SUPPLEMENTAL APPLICATION - VARIANCE

Application received by Planning Department:

For Department Use Only

Ву: \_

Date:



#### Dear Commissioner XXX,

We are writing today in response to the proposed over-sized development at 42 Ord Court, to which we are strongly opposed. We are have been residents of Corona Heights for 33 years, and are supporters of the Large Residences Special Use District. The proposed four-story building on Ord Court far exceeds the restrictions for which the neighborhood fought so hard. As owners of a through-lot stretching from States Street to Museum Way, we believe that regulating the size of projects in this area is not about preventing homeowners, like us, from using land for personal needs, but is meant to prevent developers from building large, looming multi-million dollar single-family residences that shadow our modest neighborhood and overrun rare swaths of open space that currently host an amazingly diverse habitat for wildlife and humans alike. Once huge buildings encroach on these small properties, there will be no turning back. When mature trees and green spaces are replaced by massive structures, habitats disappear, wildlife vanishes, the flora of adjoining properties are threatened, and public street-views are gone forever.

Although we are aware of the dire need for affordable housing in San Francisco, this development has nothing to do with creating "housing." This property, originally a small 2-unit home, is being taken out of the middle-class market and hurled into the category of "luxury" housing, for which there is no shortage in this city or this neighborhood.

We accept that time will continue to alter the nature of any neighborhood, but the recent pace of development in Corona Heights has been alarming and inappropriate. We believe that a significant proportion of each lot in this unique neighborhood should be held back to preserve the trees, grasses and gardens, for the sake of the city's air quality, to curb wind speed, retain rainfall, along with so many other important contributions of these urban green-spaces.

The recent large developments in this neighborhood have *not* been built by the efforts of our neighbors attempting to expand their living space, but by outside developers with deep pockets and no interest in the nature of the community, the quality of the residences or the future of this neighborhood or this city.

We urge the Planning Commission to require the developers of 42 Ord Court to comply with the current restrictions on large residences, scale back the project size to a reasonable two floors and 2500 square feet, thereby fitting the tone of the neighborhood and avoiding a precedent-setting onslaught of over-sized houses that serve only the wealthy and which will forever eliminate the true nature of our unique neighborhood.

Thank you, Joell Hallowell & Tricia Garlock 212 States Street 415-846-0091 8 Charlton Court San Francisco CA 94123

June 24, 2019

Planning Commission, San Francisco Planning Department 1650 Mission Street, #400, San Francisco CA 94103

RE: 42 Ord Court Conditional Use & Variance Request

Dear Planning Commissioners,

Since 1968, I have owned the home at 22 Vulcan Stairway. My daughter grew up in this house and now lives there. The auto access to the house is from Qrg Court. For many years this neighborhood retained its aesthetic appeal because of the consistent small scale of the buildings even after remodeling took place.

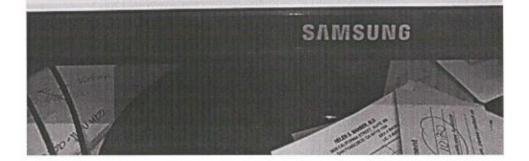
Recently, however, with the intended replacement of the existing building at 42 Qrg Court, with one almost three times the size, there seems to be no consideration for the existing character of the neighborhood. And why should this particular property be granted a variance and conditional use instead of rebuilding according to existing planning restrictions applying to the whole area?

I wish to add my name to the list of residents in the neighborhood who have already written to you voicing their objections to the scale of the proposed changes at #42 and outlining their several other reasons for so-doing.

Sincerely,

-

Diana Goldstein



Sent from my iPhone

#### Horn, Jeffrey (CPC)

From:

Barbara Taylor <sfwordgal@aol.com>

Sent:

Tuesday, August 20, 2019 6:53 PM

To:

Horn, Jeffrey (CPC)

Subject:

Fwd: 42 Ord Court letter

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Here is the letter from Diana Goldstein. Barbara Taylor

Sent from my iPhone

Begin forwarded message:

From: DIANA GOLDSTEIN < dievenary@aol.com >

**Date:** June 24, 2019 at 9:46:30 AM PDT **To:** Barbara Taylor <<u>sfwordgal@aol.com</u>>

Subject: 42 Ord Court

Received at GPC Hearing 8/29/19
E. White

#### Testimony by Carolyn Kenady: Oppose Upzoning of Market and Van Ness

Good afternoon President Melgar and Planning Commissioners. I'm Carolyn Kenady from the Dolores Heights Improvement Club. I oppose the upzoning of the Market and Van Ness Hub Plan area -- owing to the impact that it will have on our already overburdened Muni transit system.

The Environmental Impact Report appears exhaustive. However, the EIR missed the impacts to TRANSIT underground. We need to dig into the Market Street tunnel.

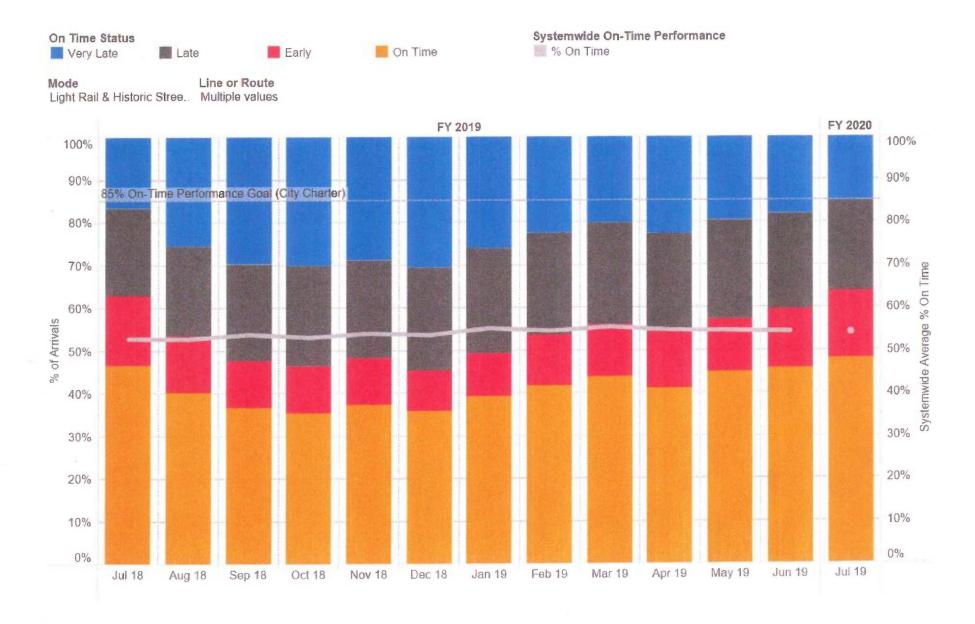
Here's the current state of Muni for riders under Van Ness & Market Streets. I commuted to work on Muni Metro until 2017. I experienced the delays and lack of on-time performance in the tunnel. I'm sure everyone in this room has been on the Muni underground and heard "We're delayed by traffic in the tunnel." I just heard it on my way to Van Ness station yesterday at 9:30am. And the downtown platform crowds at rush hour mean SRO on the way home. No surprise: according to the SFMTA's own stats, Muni Metro -- the streetcars that use the Market Street tunnel -- has an average weekday ridership of 173,500 (up 16% from 2015.) In the past year these streetcars only had an on-time performance of 41% - less than half of Muni's official on-time target of 85%. (The attached bar chart has details.)

What really worries me .... SFMTA is unable to increase capacity and performance to meet even today's demands. Last week the DHIC board gave two SFMTA planners feedback on a project to improve the J Church line. They clarified that this short-term project will not address the much larger issues of the Muni Metro speed and its delays in the Market Street tunnel. They told us that the tunnel was not designed to handle current passenger loads ... that average speeds are lower than prior years owing to the traffic. And we all know that the epic system meltdown on April 26 revealed how fragile the tunnel truly is. We asked how SFMTA will fix the tunnel. They told us that a project is on the books but will take 20 to 30 years to complete.

So here we are ... today, San Franciscans are frustrated, angry, and tired by the daily challenges of traffic, congestion, transit delays and Muni overcrowding. Do you really want to throw more gasoline on the bonfire by approving 8000 new housing units in the epicenter of the Muni meltdown?

Please delay green-lighting the EIR and the Hub and ask Planning staff and/or SFMTA to identify the impacts of the increased population on Muni Metro and to recommend ways to create the additional capacity. We need to fund and build transit infrastructure BEFORE massive upzoning projects like the Hub plan or the broader impact of SB 50 are felt. Thank you.

SFMTA - On-time Performance: Muni Metro Streetcars - J, KT, L, M, N <a href="https://www.sfmta.com/reports/muni-time-performance">https://www.sfmta.com/reports/muni-time-performance</a>



Received at CPC Hearing 8/29/9

E.E. WEISS Architects, Inc.

21 Corte Madera. Suite 4 Mill Valley, CA 94941 415.381.8700 telephone

27 August 2019

Planning Department 1650 Mission Street San Francisco, CA

RE:

461 29<sup>th</sup> Street 2018-0326-4615

#### Dear Commissioners:

I am writing with additional materials that may address very recent neighborhood concerns. But, first, I owe everyone an apology; an old massing model was inadvertently placed on the cover of the drawing set that went out. This was two iterations ago, and bears little resemblance to the final proposal as agreed by the Planner and RDAT.

Unfortunately, given the very short timeframe, we cannot generate photo realistic drawings. Instead, we have submitted the most recent massing models, and included a project with similar finishes. While similar, this proposal will further emphasize the control joints in the stucco to further break up the massing.

We have also included a couple of detail drawings for you reference.

If I can answer any further questions, please do not hesitate to call or write

Sincerely

Earle Weiss 415.531.5270

earle@eeweiss.com

PRAYET RAL AT BOOF BIOS SITIACK SULF.

1. WINDOWS

1. STONE BARE
1. STON

SMOOTH TROWEL COLOR INTEGRATED VENITIAN
PLASTER (STUCCO). 1" WIDE CHANNEL AS
INDICATED, TYPICAL LIGHT COLOR TO COORDINATE
WITH STONE BASE; FINAL COLOR TBD IN FIELD

CUT 3/4" LIGHT GREY LIMESTONE SLAB INTO 4-12"x18"
TILES. MEDIIUM GREY SANDED GROUT. COLOR TBD

38" WELED STEEL PLANTER BOX. ROUTE IRRIGATION
AND ELECTRICAL INTO REAR OF BOX. POWDER
COATED (ON STEEL) FINISH OR BLACKEND

STAINLESS STEEL. COLOR TBD

1 NORTH (STREET) ELEVATION

0 5 10 15 20 25 FT

A3.1 Scale: 1/4" = 1"-0"

Subject Property (461 29th Street)- Proposed Front Elevation w/Material Palate



Subject Property (461 29th Street) Rendering #1:

Massing Model (6-Feet Above Mid-Street) From Left



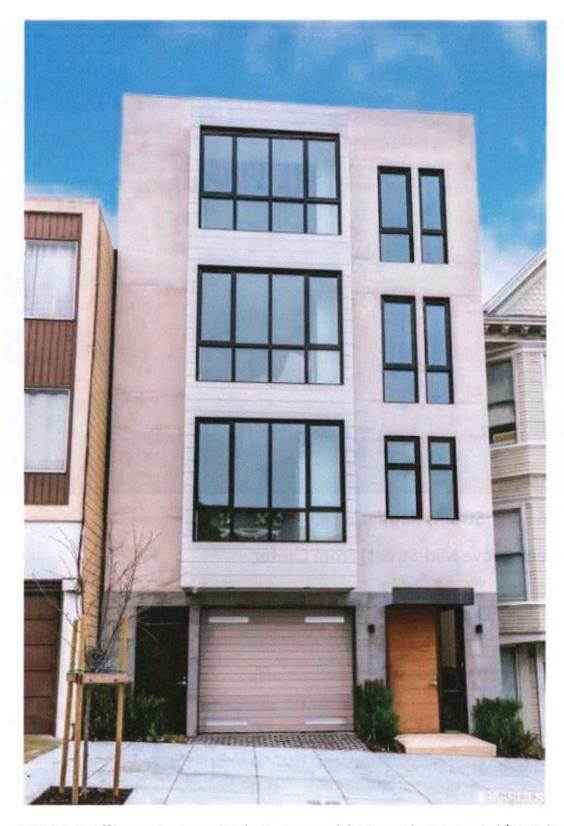
Subject Property (461 29th Street) Rendering #2:

Massing Model (6-Feet Above Mid-Street) From Right



Subject Property (461 29th Street) Rendering #3:

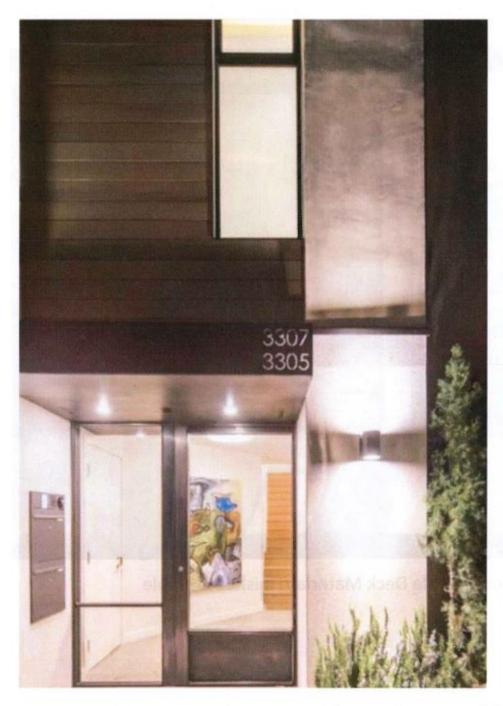
Massing Model (6-Feet Above Mid-Street) From Center



**2755 McAllister Street**- Built Comparable Façade Material/Finishes Example



854 Capp Street- Built Comparable Deck Material/Finishes Example



3305 Broderick Street- Built Comparable Façade Material/Finish At Entry Example

From:

Mary Beth Stone <mbstone@sonic.net>

Sent:

Thursday, August 29, 2019 7:49 AM

To:

Melgar, Myrna (CPC); Koppel, Joel (CPC); richhillissf@gmail.com

Cc:

Fung, Frank (CPC); Johnson, Milicent (CPC); Moore, Kathrin (CPC); Richards, Dennis (CPC); Townes, Chris (CPC); Ionin, Jonas (CPC); Noe Neighborhood Council; Tom

McGrath; earle@eeweiss.com

Subject:

Re: 461 29th Street: Conflicts and Omissions in the permit

This message is from outside the C

Dear Planning Commission Members,

I reside in the building next to 461 29th home and yard. It would create a den my yard.

I have lived in the neighborhood 40 ye class roots and design with an eye awawhat I believe is San Francisco's true n

Thank you.

(7) LETTERS

OPPSSITION

RECVIS.

MAILING

ts from untrusted sources.

impact the amount of light in my althy for myself, pets or plants in

r the neighborhood's working I greed and more in keeping with vorking classes.

On Aug 28, 2019, at 7:47 AM, Andy Levine <andy@levinearch.com> wrote:

President Melgar and Members of the Planning Commission:

Please see the attached petition signed to date by 28 neighbors who live on the 400 block of 29th Street, along with a few supportive relatives and friends

In less than a week since our first viewing of the permit drawings, we have uncovered considerable opposition from the neighbors regarding the proposed project at 461 29th Street. This is case #13 on Planning Commission agenda at the 8/29/19 meeting, for a mandatory Conditional Use hearing based on demolition and rebuild.

Thanks for your attention to this matter. Sincerely,

Andy Levine Levine Architects 415.282.4643 www.levinearch.com

<08 28 19 Petition for CU hearing re 461 29th St.pdf>

From:

Susie Smith <suzsmithqb@gmail.com>

Sent:

Wednesday, August 28, 2019 3:00 PM

To:

Townes, Chris (CPC); Melgar, Myrna (CPC); Koppel, Joel (CPC); Richards, Dennis (CPC);

Fung, Frank (CPC); richhillissf@gmail.com; Moore, Kathrin (CPC); Johnson, Milicent (CPC)

Subject:

Re: 461 29th St #2018 / 03/ 26 /4615

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Apologies, I did not include my full signature.

Susannah Smith lexingtonclubarchivalproject.org sfurbanfilmfest.com

My gender pronouns: she/they (what's this?)

On Wed, Aug 28, 2019 at 2:55 PM Susie Smith < <a href="mailto:suzsmithqb@gmail.com">suzsmithqb@gmail.com</a>> wrote: Dear Planning Commissioners:

I am in opposition to the proposed development at 461 29th Street, for several reasons.

My partner are renters of 13 years at 467 29th St, the lower flat on the house next door. In addition to the objections many of my neighbors have expressed about the project (out of scale and unattractive), we have many additional concerns about the project plan, which we have just seen for the first time this week when it went live on the sfplanning site.

- 1) The height and design of the new project significantly changes the amount of light that will come in to the 2 interiors rooms through our light well.
  - Currently, the light well opens up all the way to the back yard and is on a building that is only as tall as our first floor. We get sun for most of the morning through both of these windows, one which is a bedroom, the other is our living room and office.
  - In the new design, the light well be closed off and 3 stories higher than now, effectively shutting off all natural sunlight. Attached are photos of our current light.
- 2) The extension of the house exponentially into the backyard, for 4 stories.
  - The light in our back window, our bedroom, will be significantly reduced.
  - The extreme size will add significant bulk and shadow to our deck, and yard-likely killing our beautiful rose bush.
- 3) I do not trust the current developer to take our yard and quality of life into consideration during construction. The developer has failed to notify us or get proper permits when they have previously done potentially dangerous demolition to remove asbestos.

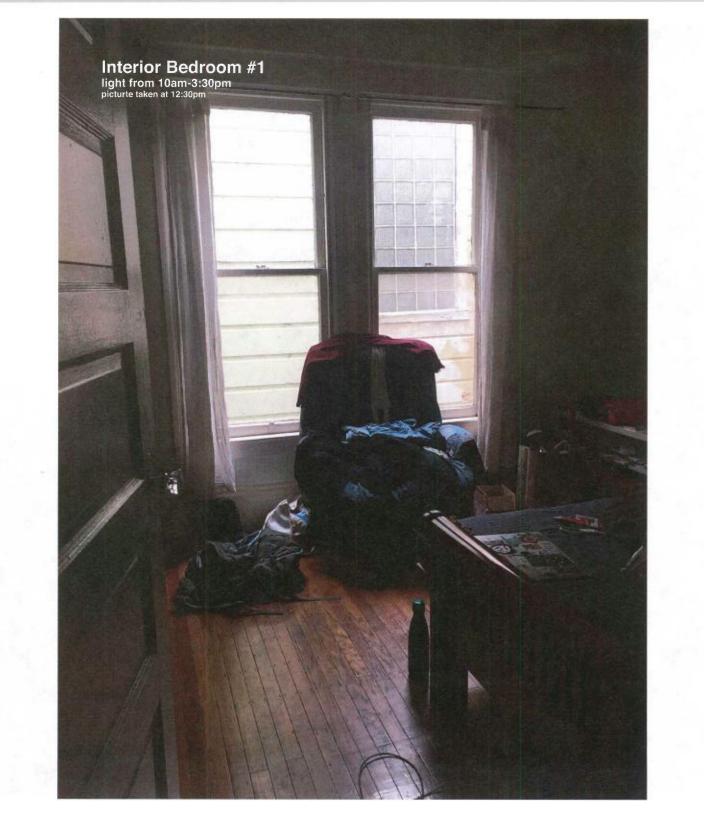
- I work from home, and 2 months ago I heard them working out back. I asked what they were doing, and was told they are "removing the asbestos".
- I did not think to call the city, as I should of, but now realize they did not get the proper permits or follow protocol for removing dangerous materials. No one was wearing masks, or had any type of safety processes that I could see.
- I am including a picture of the asbestos that they could not reach which is still on the house.
- 4) Last, but not least, the size of the house is not Affordable by Design and will only further this neighborhood's move away from a diverse and welcoming mix of residents.
  - As two queer women who work in the arts, public health, and non-profits, we have seen our friends, coworkers, and family pushed out of San Francisco and this neighborhood specifically, by the rising rents and transition of housing to these Mega-condo buildings (among other factors).
  - We are not opposed to a larger development at this site, if it was designed to fit multiple families and a mixture of incomes. This house was left in disrepair by the previous owner, and then empty for many more years, and we would love for it to be livable housing again.

I plan to attend the Conditional Use hearing on Thursday 8/29/19, and will bring further images to illustrate my points if I can.

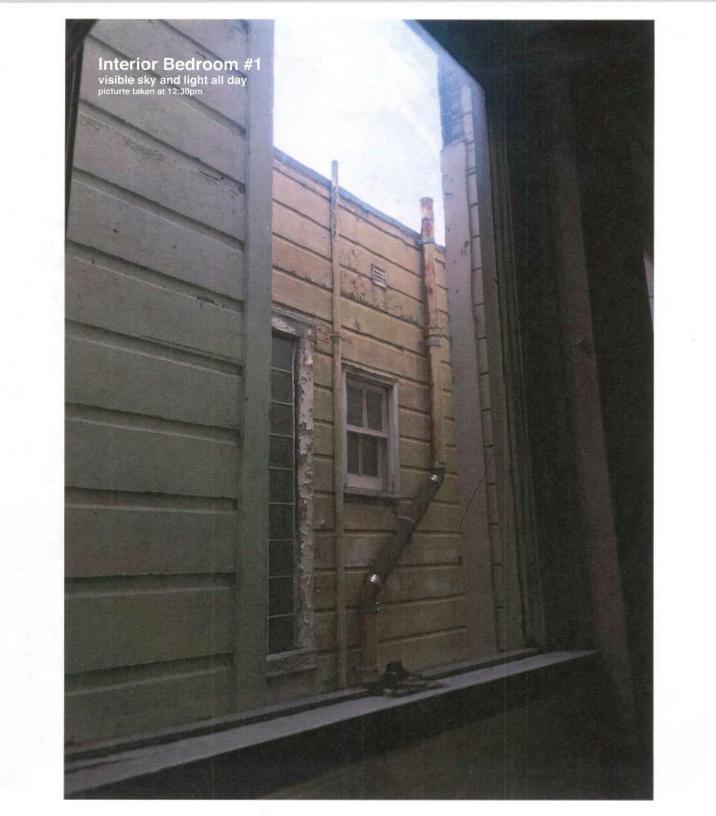
Thanks for your support, Susie

















From:

Andy Levine <andy@levinearch.com>

Sent:

Wednesday, August 28, 2019 7:47 AM

To:

Melgar, Myrna (CPC); Koppel, Joel (CPC); Fung, Frank (CPC); richhillissf@gmail.com;

Johnson, Milicent (CPC); Moore, Kathrin (CPC); Richards, Dennis (CPC)

Cc:

Townes, Chris (CPC); Ionin, Jonas (CPC); Noe Neighborhood Council; Tom McGrath;

earle@eeweiss.com

Subject:

Re: 461 29th Street: Conflicts and Omissions in the permit

**Attachments:** 

08 28 19 Petition for CU hearing re 461 29th St.pdf

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

President Melgar and Members of the Planning Commission:

Please see the attached petition signed to date by 28 neighbors who live on the 400 block of 29th Street, along with a few supportive relatives and friends

In less than a week since our first viewing of the permit drawings, we have uncovered considerable opposition from the neighbors regarding the proposed project at 461 29th Street. This is case #13 on Planning Commission agenda at the 8/29/19 meeting, for a mandatory Conditional Use hearing based on demolition and rebuild.

Thanks for your attention to this matter. Sincerely,

Andy Levine Levine Architects 415.282.4643 www.levinearch.com

# Petition 8/24/19

#### 461 29th Street

Demolition DBI permit application #2018 / 03 / 26 / 4612 Construction DBI permit application #2018 / 03 / 26 / 4615

I am opposed to the proposed design for the development at 461 29th Street.

I want the Planning Commissioners at the Conditional Use Hearing on 8/29/19 to require the developer to:

a) Reduce the height to 3 stories to be compatible with the houses on the block.

b) Decrease the bulk of the proposed development to make its scale more appropriate to the surrounding neighborhood.

c) Revise the front façade details and material palette to be more in character with the context of quality houses on the block.

Klama 447-29MSt. (Emme Klama) 474-29th st. (Teresa Kay) 474-29th St. (Daisy Santos) 567 Edinburgh & (Sandy Holmes) 467 29th St (Susie Smith) 467 29th St. (Jamon Franklin) 427. 29 st. (Knishin Belshaw) 427 29h St (AMY Hood) 400 29th ST. (Julie Kim-Whinston 451 29th ST (EVAN MANKIEWICZ) 468-29th Court (MARC NORTON)

# Petition 8/24/19

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12. Andy Cie 447 29TH ST. (ANDY LEVINE)
12. Andy Care 447 29TH ST. (ANDY LEVINE) 13. (Albert Mendoza)
19 497 A 29th St (Ted levine)
15. Out min 475 29th Street (Jennife- Mills)
16. The Buth Stone 469 29th St. (Mary Beth Stone)
(M) Rocc)
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23. Cother als 455 29th St #201 Catherine Coleman

Page 3/

# Petition 8/24/19

#### 461 29th Street

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24. Flilip Cohen 430 29th Street (Pthup Cotter)
25. Del: n Dale 430 29th Street (Debra Dalo)
26. Kain Coloman #672423 Ho Folson (Hesin Coloman)
27. (Hillary Creeggan) 444 29th St. (Zach Kirkman)
28. M. 444 29th St. (Zach Kirkman)

From:

Andy Levine <andy@levinearch.com>

Sent:

Monday, August 26, 2019 10:19 AM

To:

Melgar, Myrna (CPC); Koppel, Joel (CPC); Fung, Frank (CPC); richhillissf@gmail.com;

Johnson, Milicent (CPC); Moore, Kathrin (CPC); Richards, Dennis (CPC)

Cc:

Townes, Chris (CPC); Ionin, Jonas (CPC); Noe Neighborhood Council; Tom McGrath;

earle@eeweiss.com

Subject: Attachments: 461 29th Street: Conflicts and Omissions in the permit

08 26 19 461 29th St - Conflicts and Omissions.doc

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

President Melgar and Members of the Planning Commission:

Please see my attached letter outlining the numerous conflicts and omissions on the permit drawings for the demo-and-rebuild project at 461 29th Street. This is the subject of the mandatory Conditional Use hearing this Thursday 8/29/19, case #13.

Even though we waited to receive our first view of the permit drawings until last Wednesday, 8/21/19, we have gotten considerable opposition from the neighbors regarding the proposed project.

Thanks for your attention to this matter. Sincerely,

Andy Levine Levine Architects 415.282.4643 www.levinearch.com



8/26/19

President Melgar and Members of he Planning Commission:

I am writing as an architect and a concerned 35-year resident of Noe Valley, more than 20 on the 400 block of 29<sup>th</sup> Street. My family lives 4 houses down the street from the proposed demo and rebuild project at 461 29<sup>th</sup> Street, subject of the mandatory Conditional Use hearing (item #13) on your agenda this Thursday 8/29/19.

I have reviewed the permit drawing set and observed the following conflicts and omissions:

- 1) <u>Site section missing:</u> A Site section showing the impact of the 4th floor from the sidewalk across the street has not be included in this set of drawings. This is an omission from what is typically required in a Site permit submittal.
- 2) <u>Site survey missing:</u> For a Conditional Use hearing, I understand that a survey is required. It is not included in the permit set as published.
- 3) <u>Building depth incorrect:</u> Based on my visits with neighbors, I observed that the existing depth of the subject property is longer than the neighbor to the west, not shorter as shown on the permit drawings. This inaccuracy is misleading.
- 4) <u>Lightwell infills:</u> The new lightwells at the west side of the property do not follow the RDG guidelines to respect and mimic the existing lightwell at the neighbor's property. There are 3 bedrooms at each of the two flats that will be impacted by the infill and the proposed 4<sup>th</sup> floor addition.
- 5) <u>Light court step back:</u> The proposed lightwells don't comply with the Building code CBC section 1206.3 for Light Court. The code prescribes that light courts get wider as they get taller to allow for light and ventilation at operable windows and habitable rooms.
- 6) Building height conflict: On the Front and Rear elevations on Drawing sheets A-3.1 and 3.2, the building height is dimensioned as 39'-11 7/8". On the Building section on Drawing sheet A-4.1, the building height is dimensioned as 40'-0". This is a minor, but never-the-less sloppy conflict.
- 7) Facade materials undefined and conflicts: On the Front (north) facade on Drawing sheet A-3.1, keynotes 6 and 8 specify the material as "solid rail" and "solid overhang." This material needs to be defined more than just "solid." Also, the wall above the entry door is shown with a keynote 9 for "thin set stone tile," but it is **rendered** the same as the "smooth trowel stucco. This is a conflict.
- 8) Floor heights undefined: On the Building section on Drawing sheet A-4.1, the floor-to-floor heights have not been dimensioned, except at the lowest level, in which there is a 14'-4" ceiling height. The ceiling height of the 3rd floor scales less than 7'-6" which would be in violation of the CBC Building code. This omission is unresolved.

All these conflicts and omissions in the permit drawings need to be resolve before we can understand or accurately judge their proposed project. Sorry for this late letter. It is based on the very tardy distribution of the drawings by the staff planner. Our first viewing of the drawings was last Wednesday 8/21/19.

Sincerely, Andy Levine

From:

Ozzie Rohm <ozzierohm@sbcglobal.net>

Sent:

Sunday, August 25, 2019 9:34 PM

To:

Melgar, Myrna (CPC); Koppel, Joel (CPC); Fung, Frank (CPC); richhillissf@gmail.com;

Johnson, Milicent (CPC); Moore, Kathrin (CPC); Richards, Dennis (CPC)

Cc:

Ionin, Jonas (CPC); Townes, Chris (CPC)

Subject:

Opposition to the CUA for 461 29th Street

**Attachments:** 

461 29th Street - NNC Opposition to CU.pdf

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

President Melgar and Members of the Planning Commission,

Please see the attached letter from Noe Neighborhood Council in opposition to the Conditional Use Authorization of the proposed project at 461 29th Street.

Sincerely,

Ozzie Rohm

# NOE NEIGHBORHOOD COUNCIL

Fair Planning for Noe Valley



August 25, 2019

President Melgar and Members of the Planning Commission:

On behalf of Noe Neighborhood Council (NNC), I am writing to express our opposition regarding the proposed project at 461 29<sup>th</sup> Street. Our reasons are as follows:

- The proposed design is out of scale and not in keeping with the height and bulk of the homes on this street. This block of 29<sup>th</sup> street is mostly comprised of two- or three-story buildings. There are only two exceptions to this norm and that is exactly why we are opposed to this four-story behemoth that will further erode the predominant pattern of homes on this block.
- The plans miss important information such as the height of each floor as indicated by the Section plan on page A-4.1. The overall height of the building, which per Planning Code is supposed to be no more than 30 feet at the curb level is undefined on this page. The drawing shows 30' next to a line that starts at the curb level and ends somewhere between the 3<sup>rd</sup> and 4<sup>th</sup> floor!
- The proposed project does not fully respect the neighboring light wells and instead of matching them, it only goes as far as 70% of the existing adjacent light wells. Yet worse, the project blocks the neighboring light wells on lower levels because the proposed building's light wells are only at the top floors and don't extend all the way down.
- Most importantly, the proposed project is an insult given our affordability crisis. To demolish a 750 square foot home to build a luxury duplex of 6,459 square feet does nothing to address our affordability crisis. Each unit of the proposed project will be worth at least \$3MM dollars at today's prices. Most likely, both units will be acquired by a single buyer at a price attainable to only 1% of San Franciscans. Does the extra unit that justifies the demolition of this modest home do anything for our housing shortage? Who can afford a \$3MM dollar condo assuming that these units are sold separately?

As these are serious issues that should have been addressed, we are puzzled as to how the Planning staff has seemingly overlooked them in order to recommend approval. We trust that the Commission will scrutinize this further and hopefully, will reach the same conclusion as we have: a modest and relatively affordable home should not be demolished to make room for an out of scale and out of reach development. Please require the project sponsor to eliminate the 4<sup>th</sup> floor and reduce the expansion into the rear yard to ensure the proposed units are affordable by design and the new building is within the mass and scale of surrounding homes.

Sincerely,

Ozzie Rohm

For the 300+ members of Noe Neighborhood Council

From:

sybil meyer <sybilkmeyer@yahoo.com>

Sent:

Sunday, August 25, 2019 9:28 PM

To:

Melgar, Myrna (CPC); Koppel, Joel (CPC); Fung, Frank (CPC); richhillissf@gmail.com;

Johnson, Milicent (CPC); Moore, Kathrin (CPC); Richards, Dennis (CPC)

Cc:

Ionin, Jonas (CPC); Townes, Chris (CPC)

Subject:

We are in opposition to the proposed plans for 461 29th Street, San Francisco

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

#### Dear Planning Commissioners:

I am writing in opposition to the proposed plans for a 4-story house to be built at 461 29th Street.

This house has been abandoned for a long time. We only recently received the first communication from the architect/developer for this project.

There is no precedent set for a 4-story, 2-unit building on 29th Street. We would prefer not to have a repeat of the single homes (#438 and #440) that were built above the allowed height limit, even with repeated requests to the Building Department to not allow this to happen.

In fairness to those of us who have lived here for 25 years+, we would have appreciated any correspondence from the architect/developer or the City. Other residences have been renovated or re-built with much more notice than we received for 461 29th Street.

Please take into account that this is a mostly single-home neighborhood, which is what attracted us to this area initially. It doesn't seem right to us that a developer comes into the neighborhood and with hardly any prior notice, sends out a plan for a 4-story house.

We will be at the hearing on Thursday, 8/29/19.

Thank you, Sybil Meyer Mary Anne Ruyle 435 29th Street

From:

Andy Levine <andy@levinearch.com>

Sent:

Friday, August 23, 2019 12:03 PM

To:

Townes, Chris (CPC); Tom McGrath; Cc: Hillary Creeggan; Zach Kirkman; Debra Dale and

Philip Cohen; Merilee McDougal; Tiffany Wade; Jennifer Mills; Jim Mills;

emme@levinearch.com; Melgar, Myrna (CPC); Koppel, Joel (CPC); richhillissf@gmail.com; Richards, Dennis (CPC); Fung, Frank (CPC); sybil meyer; Mary Anne Ruyle; Irene Atsumi;

Kevin Wallace; Marc Norton; Amy Hood; DPH-klbelshaw

Subject:

Fwd: Fw: 461 29th Street

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

#### Dear Planning Commissioners:

I am in opposition to the proposed development at 461 29th Street since I believe it is:

- a) Out of scale with the neighborhood in terms of 4-story height and total construction of 6457 square feet proposed to replace a 750 square foot house.
- b) Badly designed with a front facade that has window fenestration and material pattern that is not appropriately-scaled and an awkward addition to the neighborhood.

My family has lived on 29th Street for over 20 years. I plan to attend the Conditional Use hearing on Thursday 8/29/19

I suggest that the developer and his architect:

- a) Remove the 4th story with its awkward setback
- b) Reduce the total amount of construction, since what is proposed is not Affordable by Design. Two units with 2-bedrooms can be much smaller than 3200 square foot each.
- b) Consider adding to the lower basement level and connecting it to the rear yard, like numerous other projects on this down-sloping side of the block
- c) Clarify the undefined materials on the front facade, and reduce the number of materials, so it doesn't look like the shoddy recently built construction on the block at 438 and 440 29th Street.

By the way, this Wednesday 8/21/19 was the first opportunity that any of us had the chance to view the proposed drawings. We were not contacted by the architect or project sponsor, and had to wait for the staff planner to send us copies of the drawings.

Thanks for your support to maintain the integrity and quality of our neighborhood, Andy

Andy Levine Levine Architects 415.282.4643 www.levinearch.com

----- Forwarded message -----

From: Debra Dale and Philip Cohen < cohendale 46@yahoo.com >

Date: Fri, Aug 23, 2019 at 11:07 AM

Subject: Fw: 461 29th Street

To: Andy Levine <andy@levinearch.com>, Marc Norton <nortonsf@ix.netcom.com>

Hi Andy and Mark,

For your information.

Philip

---- Forwarded Message -----

From: Earle Weiss <earle@eeweiss.com>

To: <a href="mailto:chris.townes@sfgov.org">chris.townes@sfgov.org</a>; Tom McGrath <a href="mailto:townes@sfgov.org">townes@sfgov.org</a>; Tom McGrath <a href="mailto:townes@sfgov.org">townes@sfgov.org</a>; Tom McGrath <a href="mailto:townes@sfgov.org">townes@sfgov.org</a>;

Cc: Hillary Creeggan < hillary.creeggan@gmail.com >; Zach Kirkman@gmail.com >; Debra Dale and Philip

Cohen <<u>cohendale46@yahoo.com</u>>; Merilee McDougal <<u>merileemcdougal@gmail.com</u>>; Tiffany Wade <<u>tiffanywade@gmail.com</u>>; Jennifer Mills <<u>jenabellmills@hotmail.com</u>>; Jim Mills <<u>jemills@gmail.com</u>>;

"emme@levinearch.com" <emme@levinearch.com>; "Myrna.Melgar@sfgov.org" <Myrna.Melgar@sfgov.org>; "Joel.Koppel@sfgov.org" <Joel.Koppel@sfgov.org" <ra>'Joel.Koppel@sfgov.org' <ra>', "richhillissf@gmail.com" <ra>', "richhillissf@gmail.com" <ra>', "richhillissf@gmail.com" </ra>

"Milicent.Johnson@sfgov.org" < Milicent.Johnson@sfgov.org>; "kathrin.moore@sfgov.org" < kathrin.moore@sfgov.org" >

"dennis.richards@sfgov.org" <dennis.richards@sfgov.org>

Sent: Friday, August 23, 2019, 6:47:58 PM GMT+2

Subject: 461 29th Street

All

I am disappointed that no one contacted me in the last 18 months we have been working on this project; our contact information has been clearly posted. We work closely with neighbors, and take their comments seriously. Unfortunately, to simply attack a week before the final meeting gives us little time to respond or adjust the application.

The Planner asked I send an example of my work in Noe Valley. The Chronicle wrote up a project on <u>28th Street</u>. Note I normally work with a lighter palate on the facade, but in this case the neighbors wanted something more 'grounded', but not dark. I use this example as it was constructed by an outside party; it takes bias out of what is being photographed.

With 461 29th street we have proposed a limestone base with smooth towel stucco above. Accents, and garage door are in clear finished wood. The block face is mixed, and their is a big contrast between the adjacent neighbors. The concept is to generate a facade the blends, as opposes to screaming for attention or imitating past styles. The City deserves better than another fake Victorian.

We had done some massing models that unfortunately were sent out by Planning. Those are no longer valid as we have set the upper story, and parapet back from the street to reduce street presence.

Again, any and all comments are welcome. I would also ask for specific comments such as 'we don't like limestone as opposed to a general comment such as 'we don't like modern'. It is difficult to respond to the subjective.

Please email comments separately, as this chain will get hard to follow fast. I will collate specific items and come up with suggestions

Thanks Earle Weiss

From:

SchuT <schuttishtr@sbcglobal.net>

Sent:

Thursday, August 22, 2019 7:24 PM

To:

Townes, Chris (CPC); CPC-Commissions Secretary

Cc:

Melgar, Myrna (CPC); Koppel, Joel (CPC); mooreurban@aol.com; Fung, Frank (CPC);

Johnson, Milicent (CPC); Richards, Dennis (CPC); richhillissf@yahoo.com

Subject:

2008.023CUA 461 29th Street August 29th Hearing

**Attachments:** 

29th ST.pdf

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Dear Chris,

I do not think my Comments were included in the packet and I thought I had sent them as a pdf in time per our email correspondence.

I am cc'ing them to the Commission myself to save you the printing. I would appreciate it if you would mention it in your presentation next week.

Thank you.

Georgia Schuttish

Sent from my iPad

August 12, 2019

To: Planning Commission From: Georgia Schuttish cc: Chris Townes

Re: 461 29th Street Case No. 2008.0023CUA Conditional Use Hearing August 29, 2019

This is a very fancy house. Actually it a very fancy 2 unit building. It is very large with an ample amount of square footage per unit, including an elevator.

The main concern I have is "Whether the project protects the relative affordability of existing housing". This is the criterion for Section 317 I.

Attached to this memo is the sales brochure for 2 units each currently for sale on Cesar Chavez. They just hit the market in the past week. This project was an Alteration, not a Demo with new construction. Unfortunately it did not have a DR. The neighbors are unhappy with the large size of the building and the loss of privacy which they find beyond the tolerances of privacy. I don't think they fully understood the plans, but that is another matter as is the issue of whether it was actually a Demolition or not.

The Section 317 I criterion for Relative Affordability was not applied to this project on Cesar Chavez because it wasn't a Demo, but given the asking price, the criterion should have been applied. The original building, pre Alteration sold for \$1.5 million, the entitlements were sold again for over \$2 million. The current prices for each unit is listed on the brochure.

This is not relative affordability.

The units at 461 29th Street seem even larger with more bedrooms and more bells and whistles such as the subterranean media room and the huge exclusive roof deck. The Cesar Chavez Street sales brochure is included for a comparison between the two projects.

In the 29th Street project there is a great deal of square footage that is just like floating space....unattached to any specific use. Prior to the Commission's break, at the July 25th General Public Comment, I showed examples from three premier architects' (Richard Neutra, William Wurster and Gardner Dailey) San Francisco projects. They did not design the kitchen as the focus of a dwelling, surrounded by space. The floor plans they designed were both beautiful and livable with dining and living rooms and even family rooms that were unique and specific. Their kitchens were intended to be kitchens, to cook and store food, not something just to look at. The square footage of both proposed units at 461 29th Street is not efficient and that lack of efficiency and common sense will compromise Relative Affordability. This will be two very expensive condos. The two units should be smaller and smarter.

I know that this property can be put to better use and likely warrants a Demolition although I saw no Soundness Report in the files. I often walked by 461 29th in the 1990s to pick up my boys from the school bus stop at 30th and Noe and remember this neglected property.

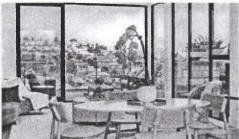
However this project is not the way to densify. It is a poor template. Many 2 unit buildings in Noe Valley are now in the pipeline. There are two on Valley and two on Clipper and one on Duncan. There are two on Cesar Chavez. And on Sanchez. Future two unit projects can still accommodate families with multi bedrooms for multi generations or however a modern family may chose to live but they need to better strive for the Relative Affordability criterion in Section 317 I if we are to move towards solving the housing affordability crisis. Smaller is smarter.

Georgie, Schuttish

# Exceptional Noe Valley Home | www.NoeValleyLux.com **4061-63 Cesar Chavez Street, San Francisco** Offered At Unit #4061 \$3,499,000 Unit #4063 \$2,769,000











Incredible views from these newly constructed two light-filled exquisite Noe Valley luxury condominiums located at 4061-63 Cesar Chavez Street. The epitome of modern, urban living. Each unit is spread over two levels and boasts of incredible open living spaces with walls of glass with stunning views of downtown and surrounding areas. Ideally located within walking distance of 24th Street shopping and community life. Distinctive European designer flair which include Italian and Spanish tile, Venetian Plaster, Cesarstone and Miele appliances, European Cabinetry, American Oak floors and European designer solid doors. These sophisticated residences set a new standard for quality craftsmanship, with attention to detail. Other features include wet-bars, view decks, elevator, urban outdoor roof garden, outdoor barbeque kitchen, landscaped south facing garden, radiant heating, 1 car parking per unit. Surround sound system, exterior camera security system remotely programmable.



EDWINA TYNAN
REALTOR®
BERKSHIRE HATHAWAY HOMESERVICES
CALDRE# 01998359
(415) 994-8394 MOBILE
TYNANRE@GMAIL.COM



Received at CPC Hearing 8/21/9

Anne and John Guaspari 378 Diamond St. San Francisco, CA 94114

August 20, 2019

Zoning Administrator
Planning Commission
C/O San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103

RE: 4118 21st St.

Record number: 2018-002602CUAVAR

Dear Planning Commission:

Writing to share our concerns regarding the project at 4118 21st St., which adjoins the south side of our property at 378 Diamond St., where we've lived since 1997.

- The proposed four-story building is significantly taller than the previous building at that address and taller than its neighbors on either side, including uphill.
- All four floors have large window configurations that will impact our access to privacy and illuminate our house and yard at night.
- The proposed structure will be the tallest, deepest, and biggest on the block, changing the character of and setting a precedent for development in a neighborhood of mostly two- and three-story homes.
- Extensive demolition, foundation, and framing work have been completed to date with a <u>permit approved for an interior remodel only</u>. Neighbors were not notified of the project's real scope until after a December 2018 complaint had halted the work and a pre-app meeting was held in March 2019. Allowing a variance after the fact or an unusually large building to go up seem to favor the owners and their methods rather than the quality of life of those in the neighborhood.

Thank for your consideration,

Anne Guaspari John Guaspari Aug 19, 2019

Record Number: 2018-0026002CUAVAR

4118 - 21st Street

Honorable Commissioners,

My neighborhood is a residential one of modest, mostly one- and some two-family dwellings. The current plans for 4118 - 21st Street are for a large, four floor house that is out of character in bulk and height. It would be taller than the approved plans for its uphill neighbor, 4112 - 21st Street, interrupting the downhill flow.

My garden abuts the property on its east side, so that the backs of the buildings are fairly close. The current plans are for three floors of large windows that would look into my bedroom and bath. I am concerned about nighttime light pollution and the intrusion into my privacy.

I would like to see the plans for this project amended to reduce the overall height so that the building steps down from the height in the approved plans for 4112 and the depth of the top two floors matches the depth in the approved plans for 4112. This reduction in bulk and height would make the project more compatible with the neighborhood. I would also like to see a reduction in the size of the rear windows on the three upper floors in order to retain some privacy and reduce light pollution.

Thank you for your consideration,

Kay Klumb

382 Diamond Street



# Please join us to discuss your 4118 21st St. proposal

Dorothy Kelly <dkellySF@yahoo.com>

Tue, Aug 27, 2019 at 7:49 PM

To: George Karamanos < george.karamanos@gmail.com>

Cc: Anne Guaspari <abguaspari@gmail.com>, Kay Klumb <kayklumb@gmail.com>, C Schroeder <cschroeder.us@gmail.com>, Jenna Borgia Karamanos <jenna.b.karamanos@gmail.com>, Amy Lee <amy@3ssanfrancisco.com>, "Tran, Nancy (CPC) (Nancy.H.Tran@sfgov.org)" <Nancy.H.Tran@sfgov.org>, "Washington, Delvin (CPC)" <delvin.washington@sfgov.org>, Joan Ramo <theempressrules@yahoo.com>, Raul Rodriguez <raulrrodriguez@gmail.com>, Tony Perisin <tperisin@gmail.com>, Bill Webber <fogcity372@yahoo.com>, Erin Jones <jonese85@gmail.com>, Jeff Baker <jeffreywbaker@aol.com>, Bill O'Rouke <willo2nd@aol.com>, Marc Schroeder <msincali@comcast.net>, Curtis Larsen <curtisalarsen@hotmail.com>, Liz and Katrina <andrewsmadsen@gmail.com>, Andrew Kallman <ace2121@gmail.com>, Carlos Ybarra <ybarcarlos@gmail.com>, Alex <alex@terryandterryarchitecture.com>, Ryan Knock <ryan@knock-ad.com>, Mark Luellen <mark@3ssanfrancisco.com>

Hello George and Jenna,

I apologize to come to this conversation so late in the process. I've been unable to participate until now. I am a coowner with Kay Klumb, living in the upper unit. All development you do will directly impact my home, esp. privacy, light and views.

I don't understand your statement in the first paragraph and I quote: "this significant reduction will provide more light, air and views than you currently have available or had available to you when you purchased your properties."

I must be missing something. Please clarify how by adding massive height and depth to your property will provide light, air and views to my property.

Thank you for your response.

Dorothy Kelly 384 diamond street

Cynthia and Marc Schroeder 390 Diamond Street Street San Francisco, California 94114

August 21, 2019

Planning Commission c/o San Francisco Planning Department 1650 Mission Street, Suite 400 San Francisco, CA 94103

RE: 4118 21st Street

Record Number: 2018-002602CUAVAR

#### Dear Planning Commission:

After a recent in-person review of the 4118's 07.30.19 COND USE/VAR design plans with homeowners, Jenna and George, we continue to have significant concern with the height and depth of the proposed structure and the impact that it will have our property's west facing living spaces' access to natural light. These changes leave us feeling "boxed-in" for most of the year because of the building mass extending beyond 4112 - 21st Street building.

#### ACCESS TO NATURAL LIGHT

The proposed height and depth of the top two floors of the four-story structure will negatively impact our access to adequate light and air at 390 Diamond Street. The proposed **new vertical** third-floor addition and the second-floor outlined in the 07.30.19 CU/VAR design plan **extends 4-feet beyond the depth** of recently approved new 4-story home expansion at 4112 -21st Street.

The proposed home significantly limits our access to light on the west-facing side of our property, specifically from the far southern edge of our property to near the mid-point of our entire property for a majority of the calendar year. The light that currently comes from the southern side of our house through our west-facing windows on <u>all three floors</u> will be severely impacted during the already limited daylight hours in the fall, winter and spring months.

The proposed height and depth of this expansion will significantly reduce daytime light from entering our main living areas. For our family, this renders most of our main living area (e.g. master and 2nd bedroom, bathroom, dining room and kitchen) dark for the majority of the year.

#### **DESIGN SOLUTION**

A reduction of 4118 - 21st Street's proposed depth and height for the top two floors will help to retain some light. This can be achieved by:

- 1. A reduction in the top two floors' depth (back mass) by at least 4-feet which will maintain a 47'11" rear lot depth. Also, this reduction allows 4118 to maintain the same building depth as their immediate neighbors on both sides (4112 21st Street and 4124-21st Street).
- 2. A reduction in the overall building height 2-3 feet will help to retain light at 390 Diamond Street. This can be obtained by having 9' ceilings by reducing height from the 10'6" on the third-floor, 9'8" on the second floor, 10'1" on the first floor, and 10'0" for the basement family room.

#### **OUT OF SCALE**

We believe the proposed designs at 4118 21st Street is out-of-scale for the neighborhood as it will be largest home on 21st Street. Initially, the home owners described all home renovations to be contained *within the envelope of the original home* and basement excavation would occur to gain additional space.

Within one month of permit issuance for interior renovation and excavation, all walls and floors were demolished, and eventually the entire home except one original wall remained despite a second pending permit. As their entire home was being rebuilt, neighbors noticed visual discrepancies in height and depth from the original house. By mid-January 2019, the house structure and exterior walls were built up through the 2nd floor with visual height and depth discrepancies.

Today, the proposed project is asking for approval for four-story home with a two-story rear extension beyond the 45% rear setback <u>and</u> a new vertical extension with a depth longer and taller than all homes on the entire block.

#### **DESIGN SOLUTION**

We ask that you uphold and maintain character of the block and neighborhood. As you consider its conditional use and variance, you can achieve character with:

- A reduction of the rear mass of at least 4-feet to maintain alignment with the rear depths of all homes on 21st Street
- 2. A reduction in the overall building height 2-3 feet.

As 15 year residents of this neighborhood, we thank you for the opportunity to share our concerns. We urge you to consider the recommended design solutions so that all homes can co-exist together as a neighborhood with new and long-time families and residents.

Sincerely.

Cynthia and Marc Schroeder

390 Diamond Street

----- Forwarded message -----

From: Carlos Ibarra <ybarcarlos@gmail.com>

Date: Sun, Aug 25, 2019 at 2:26 PM

Subject: Fwd: 4118 21st street

To: nancy.tran@sfgov.org <nancy.tran@sfgov.org>

CC: Delvin.Washington@sfgov.org <

#### Dear Nancy,

I am the owner of 4124 21st Street. I'm writing to you because I found out that someone sent your office a letter with my name on it, and it is not my letter or my signature. This email attached I sent on August 15 is the only letter I have sent to you about the 4118 house. If you got another letter pretending to be mine, it is a fake. My concerns are in this email that I sent you. Please use my email to understand my concerns.

- 1. Also, I was told that the window would be removed on my property line. That is not reflected in the plans.
- 2. If the window is going to stay on the property line, no one has asked me to sign anything to allow the window on the property line.

Thank you in advance for your attention to this email.

Lales/Van aux 27 2019

Sincerely yours,

Carlos Ibarra

Cupied less marties

From: Carlos Ibarra <ybarcarlos@gmail.com>

Date: Thu, Aug 15, 2019 at 10:42 AM

Subject: 4118 21st street

To: nancy.tran@sfgov.org <nancy.tran@sfgov.org>

Dear Nancy,

My name is Carlos Ibarra, and I live at 4124 - 21st Street. I am writing because I have some serious concerns about the construction being done on 4118 - 21st Street.

First, I am concerned that the light in front of my house is being shaded by the extra construction on the front of 4118. It is pushed out farther than it was before.

Toward the back of my house, their window on the west side would open right toward my bedroom which invades my privacy. That window was built without my knowledge.

In the backyard, they tore down the existing fence and the concrete foundation and they left a gap. The house is almost on top of me, and I really don't want them to add another floor. My backyard and house are now in a tunnel shaded by this big house. The shade is even making my house feel colder. I am a retired person whose garden will now be shadowed.

Also, there used to be a shared space between our houses where I could get light through my bathroom window. Now that window is mostly obstructed with no light and little air coming through it. That space was used to store garbage cans and for people who needed to get in to make repairs, and now it is gone.

I would like the window removed that looks into my bedroom, and I do not want them to add the extra floor to the top of this house because it will completely overshadow my house.

Thank you for your time and attention.

Sincerely,

Carlos Ibarra

Alla Man Aly 21, 2019 Dear San Francisco Planning Department,

We are writing about the construction being done at 4118 21st Street. We have resided at 4107 21st Street since 1997. Our home sits south, directly across the street from the property in question. This past weekend we met with Jenna and George and are encouraged by their willingness to meet with us and explain their plans. We are however still left with some unresolved concerns.

From everything that we've seen, the height and square footage remain unclear.

- Code calls for homes to step downhill, following the grade. The plans we have seen seem to show 4118 higher than 4112 (approved plans) which is uphill.
- There is contradicting square footage in the documentation. We are still trying to understand how much bulkier and out of character this new home will be on a street with relatively small homes.

From current plans, this new building will be larger than all the others on our street. We are concerned that its height and mass will shadow the smaller houses and yards around it in this residential part of the Castro.

Thank you for your attention to this matter.

EA ANDREWS-

Elizabeth A. Andrews

Katrina Madsen

Curtis Larsen 385 Eureka Street San Francisco, California 94114

August 20, 2019

Planning Commission c/o San Francisco Planning Department 1650 Mission Street, Suite 400 San Francisco, CA 94103

RE: 4118 21st Street

Record Number: 2018-002602CUAVAR

Dear Planning Commission:

I am a homeowner whose property looks onto the proposed construction and am potentially impacted by any variances that may be granted. In a recent meeting with the property owners (August 17, 2019), some of my issues were verbally addressed but I want to ensure that the Planning Commission is formally aware of my concerns:

- 1. <u>Neighborhood Precedent</u>: It is vital to preserve the nature our neighborhood and maintaining the general footprint and height of residences. Variances could materially change our neighborhood.
- 2. <u>Project Depth</u>: The rear portion of the—now suspended—construction is wildly inconsistent with the depths of any of the houses on the north side of the 4100 block. I have been assured by the property owners that 12' of the illegal build will be removed. I would ask you to consider and approve a new residence that conforms to your rear yard preservation formulas and is consistent with existing, or already approved, residences in the 4100 block of 21<sup>st</sup> Street.
- 3. <u>Architectural Plan Consistency</u>: The plans that were shown to neighbors *may* have relied on erroneous heights and widths and contain discrepancies between blueprints and dimensions pending approval especially as they relate to height and proposed width. I would ask that all dimensions be verified and settled as consistent before any variances are granted.
- 4. <u>Side Set-In Provision Variance</u>: The property owners informed us of an existing retaining wall that has a 3' variance intruding into 4118's eastern boundary. Rather than granting a set-in variance, wouldn't this be an opportunity to correct this retaining wall placement error in light of the wall being the eastern separator of both properties (4118 and 4112) that are now—or about to bedemolished?
- 5. Conditional Use Authorization: This project morphed from a remodel, to illegal demolition and construction, and now to variance all based on the notion that the structural integrity of the original dwelling was discovered to be beyond repair. Determining this would have been more than reasonable prior to beginning the remodel process and failure to do so resulting now in this Conditional Use Authorization including "tantamount demolition" and variance doesn't quite pass the smell test. Again, my concern here is setting precedence as to how project planning and building is handled for our block as well as the city in general.

Thank-you for this opportunity to express my concerns with you.

Best.

Curtis Larsen

Demolition without permit. Whenever the demolition of any building or structure containing on a more residential units takes place without the issuance of a demolition permit as required by this code, the site on which the unlawful demolition occurred shall be subject to the following restriction: For five years from the date of the unlawful demolition, no permit authorizing the construction or alteration of any building or structure for that site shall be issued, except for a permit for the construction or alteration of a building or structure with the same number of residential units, with the same proportion of residential to nonresidential units, and with the same or fewer square feet as the building or structure that was unlawfully demolished.

103A.3.2 Definitions. For the purposes of this section, the following definitions shall apply:

**DEMOLITION** means the total tearing down or destruction of a building containing one or more residential units, or any alteration which destroys or removes, as those terms are defined by the Building Official of the Department of Building Inspection, principal portions of an existing structure containing one or more residential units.

PRINCIPAL PORTION means that construction which determines the shape and size of the building envelope (such as the exterior walls, roof and interior bearing elements), or that construction which alters two-thirds or more of the interior elements (such as walls, partitions, floors or ceilings).

RESIDENTIAL UNIT means any dwelling unit, as defined in this code, or any guest room, as defined in the San Francisco Housing Code, other than the following:

- Any guest room in a building classified as a residential hotel pursuant to the Residential Hotel Unit Conversion and Demolition Ordinance
   Any residential unit in a building where the demolition or alteration is required to comply with this code, the Housing Code or the City Planning
- 103A.3.3 Hearing. The Building Official shall hold a hearing within a reasonable period of time after discovering that an unlawful demolition may have taken place. The Building Official shall cause notice to be given to the owners of the affected property, and to the owners and occupants of property on the same block as the affected property's site and across the street from the site for one block (that is, on lots which abut the same street as that which abuts the site to the nearest intersections on either side of the site), using the names and addresses of the owners as shown on the last assessment rolls of the City and County of San Francisco. For corner lots, notice shall be provided to the owners and occupants of property on the same block as the affected property's site and for one block along both streets which the lot abuts (that is, on lots which abut the two streets which the site abuts to the nearest intersection on either side of the site) and, in addition, to the other corner lots at the intersection where the site is located. Notice may be given either by personal service or any mail, not less than 30 days before the scheduled date of the hearing. Immediately after giving such notice, the Building Official shall cause a copy of the notice, printed on a card of not less than 8 inches by 10 inches (203.2 mm × 254 mm), to be posted in a conspicuous place on the affected property. The notice shall specify the date and nature of the hearing and that the following issues will be determined at the hearing: whether an unlawful demolition has taken place as described in Sections 103A.3.1 and 103A.3.2, and, if so, the number of residential units that existed on the site, the proportion of residential to nonresidential units that existed on the site and the total square feet of the building or structure that existed on the site. Upon determination that an unlawful demolition has taken place, the Building Official shall promptly record a notice in the official records of the Recorder of the City and County o

about:blank

Received at CPC Hearing 8/2.

### 3847 – 3849 Eighteenth Street: Lack of Code Enforcement: Who is Inspecting the Inspectors?



September 2014 **Building Inspections** Sample of 26 On-Site Inspections



December 2014

- 12/2014 Start of Work Inspection •
- 02/2015 Reinforcing Steel Inspection
- 06/2015 Pre-Final Inspection of **Excavation to Create Storage**
- 06/2015 Pre-Final Inspection of Conversion of Storage to Garage



October 2015

- 10/2015 Concrete Walls Inspection
- 10/2015 Reinforcing Steel Inspection



"Looks like I should have caught this one at the counter. I'm sure you're probably on this, but we can add this case to the City Attorney's list of (Mercury Engineering) / SF Garage sites." 02/2018



- 05/2016 Okay to Cover Inspection
- 04/2017 Okay to Cover Inspection
- 06/2017 Voluntary Seismic Upgrade Inspection
- 10/2017 Final CFCO Inspection
- 05/2018 Planning Department **NOV** Issued
- 07/2016 Serial Permitting
- 05/2017 Building Beyond Original Envelop
- 12/2017 Illegal Unit Merger
- 07/2018 Work Beyond Scope
- 11/2018 Vacant Property
- 05/2019 Building Department **NOV** Issued

**Planning Actions** 

**Complaints** 

**Building Actions** 

#### 3847 – 3849 Eighteenth Street: Excerpt of Building Staff Report to Planning Commission

Building Department NOV "resulted from a site visit on May 20, 2019 where it became apparent that even the combination of issued permits did not document the actual as-built conditions."

### Discrepancies and Beyond the Scope

- 1) PA # 201409226974 shows basement being converted to storage to comply wit NOV #201310261 for removal of unauthorized dwelling unit.
- 2) PA # 201411252493 represents building envelope expansion without permit.
- 3) PA # 201412123665 There are no calculations on the plans showing the amount excavation, but it is probably about 100 cubic yards.
- 4) PA # 201412304758 proposed "new" storage on December 12 is identified as "existing" storage on December 30, 2014.
- 5) PA # 201606301316:There are no calculations showing the extent of the excavation added to what was done at the front under PA # 201412304758 and at the rear under
- 6) PA # 201512245908 The as-built attic window and the garage door were enlarged and two of the east side dormers were combined into a single 8 foot by16 foot dormer.

Name	\$ignature	Address	Date
Helmine Pearson. Furil Fineless	June	1145 Day 1955 57	8.18.19
Gury Jue	Ony Fre	1133 Douglass	8-18-19

August 28, 2019

Lauren Koch 4394 26<sup>th</sup> St SF, CA 94131

Re: Proposed Project at 4363 26th St

#### Dear Commissioners:

I have serious concerns about the proposed project at 4363 26<sup>th</sup> St, which is excessive in height and scale and not in keeping with the established pattern of houses. This portion of the block has 2-story and 3-story houses with 3<sup>rd</sup> floor setbacks. I'm concerned this design will set a precedent that will negatively impact the neighborhood.

Please reconsider this project.

Thank you,

Lauren Koch Torle

### Re: Proposed Project at 4363 26th St

Dear Planning Commission:

I live at 4357 26<sup>th</sup> St adjacent to the project at 4363 26<sup>th</sup> St. This proposed 4-story house seems excessive in size, scale and height relative surrounding properties along 26<sup>th</sup> st and would negatively impact the air, light, and privacy to adjacent property.

Please reconsider these proposed plans.

Sincerely,

August 29, 2019

Dear Members of the San Francisco Planning Commission,

I feel it necessary to write to you in opposition to the Project being proposed at 4363 26th Street. I am a 23 year resident of Noe Valley and see this project as an example of a disturbing trend that pushes the limits of height, overall size in relation to surrounding homes, and design guidelines.

The existing home is probably less that 1000 square feet. While I cannot determine the square footage on the proposed home, I would guess that it is close to 4 times that size, making it much larger than most of the surrounding homes. The impact to light, air and green space and privacy is considerable.

There are no surrounding homes that are 4 levels. This is not a precedent that should be set in this neighborhood, for the sake of a second family room. Indeed, there is precedent for not allowing the 4th level to be built.

While I understand the property owners right to demolish the existing small but beautiful 1920's home, and build a new modern building. I would hope that this can be done with respect for the surrounding neighbors and the larger neighborhood in which the intend to live. (?)

I urge the planning commission to take Discretionary Review not allow the 4th floor of this project to be built.

Sincerely, Lorraine Aiken 1424 Diamond Street San Francisco, CA 94131

## 4363 26th Street

MURDOCH RESIDENCE - RESPONSE TO DISCRETIONARY REVIEW

## Agenda

- About my family and the project
- Other neighbors' response to the project
- Response to Mr. Shurtz's DR
- Response to Mr. Chiang's DR

### About my family and the project

- My wife Marlies and I bought this home to renovate it for our growing family
  - My parents will be living in the basement, else need overnight child care (Marlies works 24hr shifts)
  - We are planning to have 3 children, so need adequate space / bedrooms
- We are certainly not developers I'm a physician working in biotech, my wife a neonatal transport nurse
  - We embarked on this as we couldn't afford a home in the neighborhood that meets our needs
- The top floor is critical to our family for three uses:
  - Family room in proximity to living floor
  - At same time, separated space that can be used for my work meetings, without disrupting family
  - Guest BR given our large extended family who live out of town (7 siblings, 10 nieces and nephews)

## Agenda

- Context of our project
- Other neighbors' response to the project
- Response to Mr. Shurtz's DR
- Response to Mr. Chiang's DR

#### Owner to the east:

"the façade seems to be consistent with the newer houses that are already in the neighborhood, and the upper floor as it is currently envisioned seems quite modest and wouldn't be problematic"



Thomas Bomba Jul 8 to me. Gabriela, David v

Hello all. Gabriella, you may recall that you and I have already met earlier in the planning process, when I was trying to familiarize myself with the project and the planning process. David, nice to meet you electronically here.

I don't currently see any problems with Travis's and Marlies's current plans. It seems to have gone through a good review with you already in which various issues were taken into account and the project was scaled back appropriately. In particular, the facade seems to be consistent with the newer houses that are already in the neighborhood, and the upper floor as it is currently envisioned seems to be quite modest and wouldn't be problematic either.

Let me know if you would like any further feedback. I travel quite a bit so email would probably be best. But if you prefer you can reach me this week by phone at  $\underline{415-691-9139}$  or next week onward at  $\underline{+49-176-5988-6701}$ .

Best regards, Tom Bomba 4357 26th Street

#### Tenant to the east:

"I support the current plan with top floor as presented in the plans"

Importantly, Mr Shurtz previously had Mrs Linjala sign a prewritten letter, but she "feel[s] like [she] was mis-informed"; she makes it clear that "had I had all the correct information I would not have signed it"

#### Plans for 4363 26th street, San Francisco

#### satu.linjala@sci.fi

to David winslow, me -

Dear David Winslow.

It has been brought to my attention that a letter signed by me (Satu Linjala, tenant on 4357 26th St. San Francisco) is considered as significant testimony against current proposed construction plan on 4363 26th St San Francisco. The letter was created on misinformed basis, the neighbour who collected the signature and sent the letter did not fully disclose his intention and basis. He also did not inform us that he is not the owner of the property he was concerned will be impacted. He also claimed that numerous other house holds on the street have signed his bill which I now believe is not the case. He also positioned the request to merely grant access to "discuss" the case and not delaying or stopping the process on it's own right. Knowing this, would have impacted my consideration and had I had all the correct information I would have not signed the letter. Know also that the letter was pre-written and I was only asked to sign it. I feel like I was mis-informed on the case and would kindly ask to disregard my signed letter. I support the current plan with top floor as presented in the

I'm also adding the case owner Travis Murdoch for visibility.

I apologise for the inconvenience.

Kind Regards, Satu Linjala, Current tenant on 4357 26th Street, San Francisco.

## Owner of two properties across street:

"I think the design is clever and highly consistent with the character of the neighborhood"

"Complaints...regarding the setback of the living floor and existence of the top floor are entirely unfounded" Dear Gabriela and David – I am writing to express my support for the proposed development of 4363 26th Street. By way of background, my name is Oleg Nodelman and I have lived on 26th Street for almost 15 years where I own two residences. I bought 4380 26th Street in October of 2004, and recently purchased 4352 26th Street where I reside with my wife and 8 year old twin girls.

I have reviewed the architectural plans for the residence, as I do for all projects within a block of our home. I think the design is clever and is highly consistent with the character of our neighborhood. The family developing the property has clearly put a great deal of thought into the project, and complaints that I was recently made aware of regarding the setback of the living floor and the existence of the top floor are entirely unfounded.

I am looking forward to our new neighbors bettering our street and the entire neighborhood. If there is any other way that I can be helpful or answer any questions I can be reached on my cell phone – 415-722-1038 or over email.

Sincerely,

Oleg

#### Owner of 4333 26th St:

"I feel that the proposed scope and design of the project will be a positive contribution to the block and is highly consistent with the character of the neighborhood"

#### 26th Street Construction

Office <office@kjwoods.com>
To: "David.winslow@sfgov.org" <David.winslow@sfgov.org>

Mon, Aug 19, 2019 at 1:23 PM

Cc: "travis.murdoch@gmail.com" <travis.murdoch@gmail.com>, Geoff Gibson <Gibson@archsf.com>

Dear Planning Dept and Planning Commission,

I am writing this letter in support of the proposed construction at 4363 26th St. I feel that the proposed scope and design of the project will be a positive contribution to the block and is highly consistent with the character of the neighborhood.

Sincerely

Kieran Woods

## Agenda

- Context of our project
- Other neighbors' response to the project
- Response to Mr. Shurtz's DR
- Response to Mr. Chiang's DR

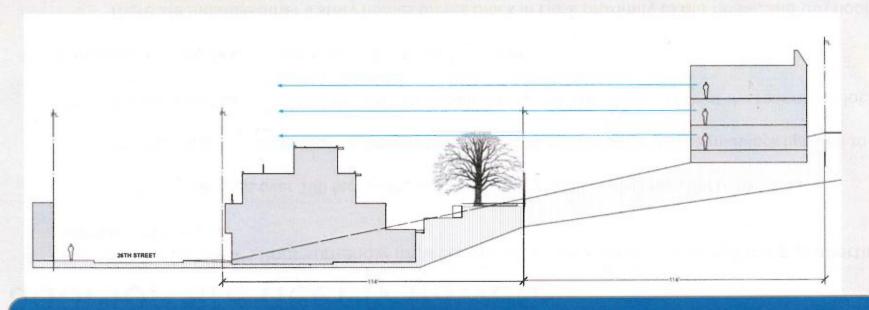
## We have made multiple edits in response to Mr Shurtz's complaint

- Reduced the size of the floor ~50% from what was originally contemplated
- Reduced the ceiling height of floor
- Removed any parapets from floor
- Minimized windows on back of floor for privacy
- Further stepped in floor from sides and rear of property
- Commissioned survey confirming that upsloping nature of lot conforms to Code Section 261
- Confirmed with planning department that project constitutes a remodel not demo

# Mr Shurtz's assertions about our 4<sup>th</sup> floor addition are deeply flawed

- The notion that the 4<sup>th</sup> floor somehow impacts the light / air / privacy of neighboring properties is entirely unfounded
  - Mr Shultz' home is over 100 feet away, and significantly uphill this only affects his views
  - The floor is set back significantly from each side, and doesn't impinge on the midblock light/air to the south
  - Our lot is significantly upsloped, and the design is only 2 stories above grade at the rear of the lot.
- The design is highly consistent with the neighborhood
  - There are multiple other 4 story homes on the block in close proximity to our home, and this floor is minimally visible from the street anyways
  - Other neighbors feel that the design is highly consistent with the character of the neighborhood
  - Proposed square footage smaller than many in the neighborhood including smaller than neighbor to West

### Proposed floor has no impact on rear neighbors' 'light, air, and privacy"



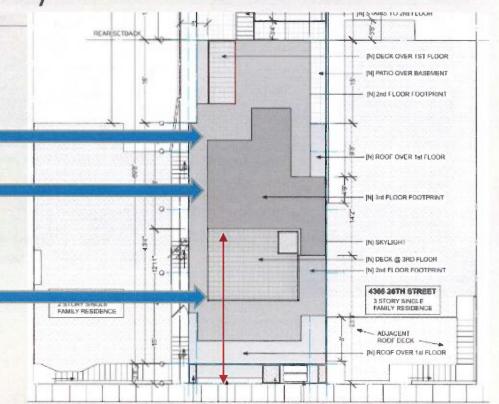
Mr Shurtz is ~130 feet away and 40-50 feet uphill from our home His assertion that remodel will affect light, air, privacy is entirely unfounded

# 4<sup>th</sup> floor design highly respects adjacent neighbors' light and privacy

Floor is set back in the rear to maintain midblock light

Increased side setbacks to minimize impact on neighbors

Over 27ft setback from front of property



# There are multiple other 4<sup>th</sup> floors on the block given upsloping lots



Multiple 4+ story homes without significant 4<sup>th</sup> floor setbacks (light green has plans for 4<sup>th</sup> floor addition)

Multiple 4+ story homes on block (South side of street)



Highly varied designs with 3-4 stories at street level (North side of street)



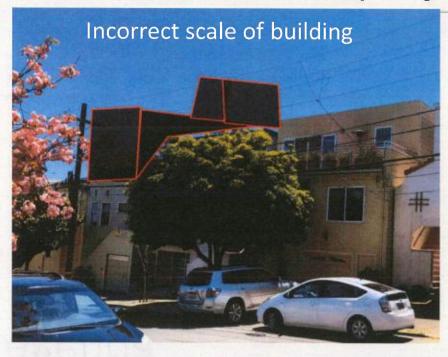
# We have set back our 4<sup>th</sup> floor much more than other homes in response to complaint

Setbacks color coded by property (Murdoch property in blue)



4<sup>th</sup> floor as proposed (light blue) is much more setback than other neighbors' on the block

Mr. Shurtz has created images that misrepresent our project





It is unfortunate that these images misrepresented our home – suggesting to other neighbors that the scale of the project is much larger than in reality

it is unfortunate that these mages misrepresented our home – suggesting to other neighbors that the scale of the project is much larger than in reality.

## Agenda

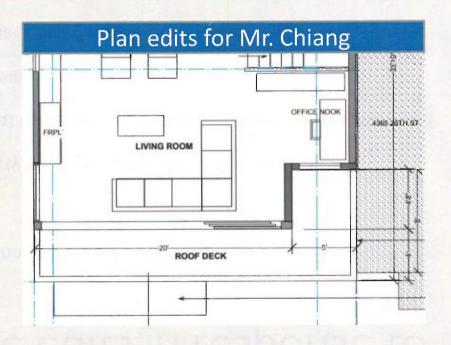
- Context of our project
- Other neighbors' response to the project
- Response to Mr. Shurtz's DR
- Response to Mr. Chiang's DR

## We have made multiple edits in response to Mr Chiang

- Multiple concessions made to minimize effect on Mr. Chiang's light and views
  - Articulated back the 3<sup>rd</sup> floor
  - Created a notch on his side 5ft in from property line to minimize effect on his light
  - Reduced the massing / parapets to ensure that the project scale is in keeping with the neighborhood
  - Rear setback of home 3.5 ft less than Mr Chiang
- We disagree with request for even further setback of 3<sup>rd</sup> floor
  - Design as contemplated is highly consistent with the neighborhood; home to west has a very prominent bay and solid guardrail that makes it read more like 3 stories straight up
  - Mr Chiang's request is not consistent with 3<sup>rd</sup> floor setbacks in close vicinity, and our current setback is at a midpoint balanced between Mr Chiang's and that of properties downhill

## We articulated the 3<sup>rd</sup> floor to improve Mr Chiang's light and views





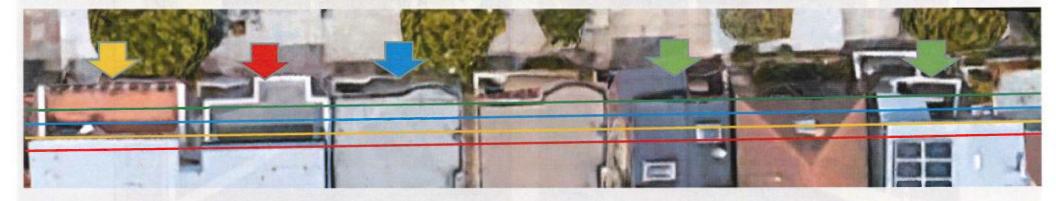
# The proposed design is highly consistent with the character of the neighborhood





# 3<sup>rd</sup> floor setbacks of adjacent properties are not consistent with DR requestor's

Setbacks color coded by property (DR requestor in red, Murdoch property in blue)



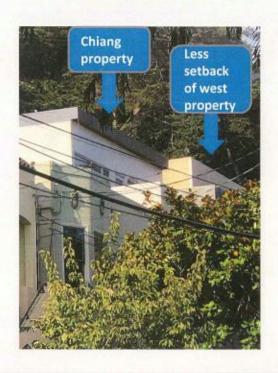
Proposed 3<sup>rd</sup> floor setback is balanced with nearby properties, including those immediately downhill

### Summary

- Both these complaints ultimately relate to private views
- Despite this, we have already made significant changes and concessions to these neighbors, and it seems inappropriate to make further changes
- Other neighbors are highly supportive of the project
- We are a young growing family, and the proposed project enables us to continue living in the city

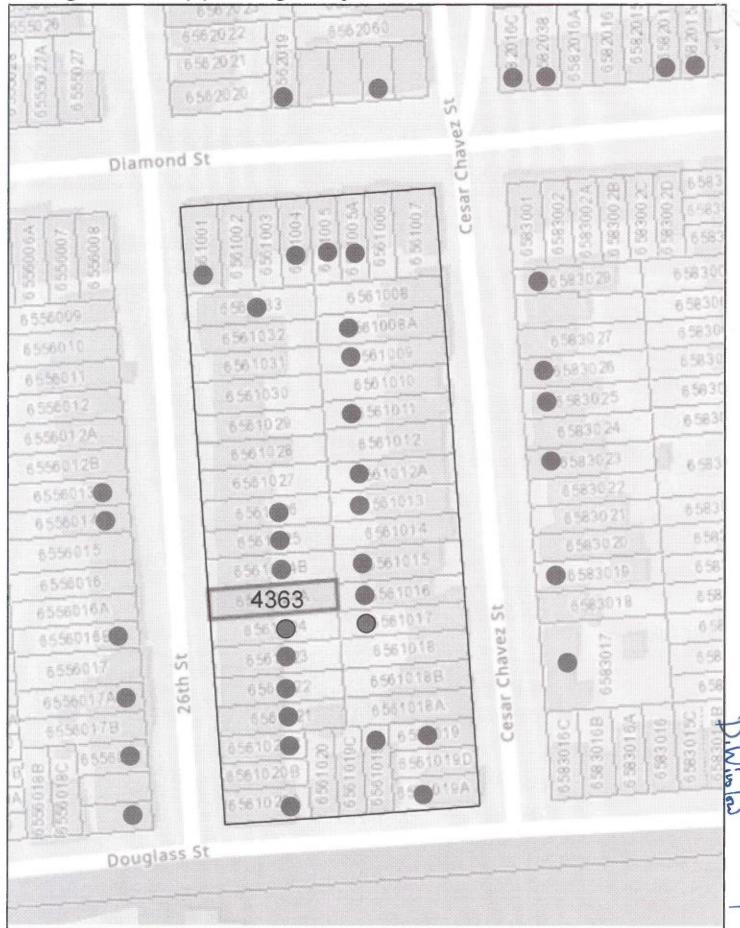
### Appendix

### Setback of Mr Chiang's home does not match that to his West



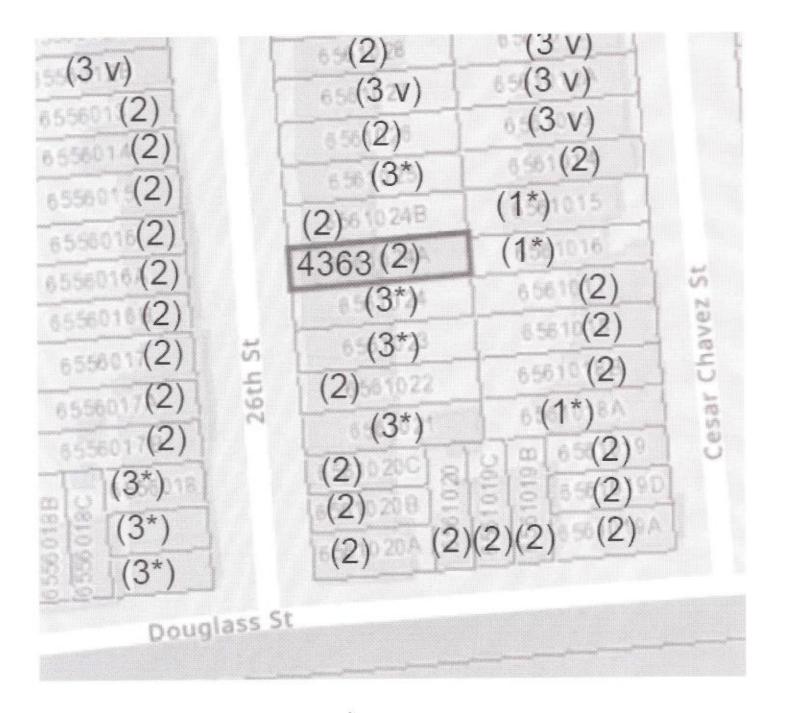


Neighbors Opposing Project at 4363 26th St



scelved at CPC Hearing 8/21/19

### Upper 26th - Levels from Street



<sup>3\* = 3</sup>rd floor setback

Square Footage of Current Homes 656204 58,2016.4 6582016 558201 5 S8 20 5582038 588 2010. 5552022 8562019 658 20 21 6 58 20 20 Cesar Chavez Diamond St 5830028 58300 X 38300 56100 54 6561006 555 1003 5 55 100 56100 0.55100 5.58 6.583.04 6 56 1008 6.5830 6561033 6 556009 6561008A 65830 a561032 6 58 30 27 6556010 6561009 6561031 6583026 8 5 5 6 0 1 1 6561010 65830 8561030 6583025 6 5569 12 6561011 6 5831 2,500 65830.24 1,941 6561012 735 6583023 2,000 6583 8561012A 1,420 6583022 2,290 6 56 10 13 5583 1,000 6.5830.21 2,907 8.581014 658 1,474 4,608 6561015 6.58 1,075 2,240 6561016 1,125 6.58 6583018 1,012 5 6561017 3,611 6.58 2,261 Cesar Chavez 5561018 5.58 2,988 878 65610188 6.58 1,925 1,567 6561018A 3,112 \$83016A 1,667 6 SS 30 16 B 6583016 5583016C 6 56 10 19 1,225 15010190 3,005 8.5610190 1,932 2,837 6 56 10 19 A 1,710 2,690 Douglass St

From:

Travis B Murdoch

To:

Bill Egan; Pantoja, Gabriela (CPC); Winslow, David (CPC)

Subject:

4363 26th St

Date:

Sunday, August 04, 2019 10:38:25 AM

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

#### David,

We are planning to bring updated plans to you this week. We would like to speak tomorrow.

Since we met, we seeked legal advice given the strong inconsistencies between what the RDAT requested of us previously (i.e., move the 2nd floor forward and get rid of the front deck), and what you suggested subsequently in the mediation meeting. Ryan Patterson provided an thorough consultation and suggested that the assertion from the DRs that our plans were inconsistent with the neighborhood doesn't hold muster.

In the meeting with the DR requestors, you suggested there was some error may have been made on the part of RDAT. I find this very hard to believe given how in depth the review of our plans were - with multiple requests for edits to the facade that we complied with (and that Gabriela can confirm) to ensure that it was in keeping with the neighborhood. I found it peculiar that Gabriela didn't join that mediation meeting since she has the most experience with this project.

If you plan to bring such a claim to the commission, I want to see the documentation of how such an 'error' was made, despite the thorough review. Obviously, this would represent significant sloppiness and unprofessionalism on the part of the planning department. This would be an opportunity for me to highlight to the commission how unacceptable this is. I would want Gabriela and the RDAT architect who did the full review of our plans to join the commission hearing as well.

This is not a development project, but creating a larger home for our family. I'd like to point out the significant economic impact and stress this delay has created for our family - not only in legal, architectural costs, carrying the mortgage. We've had to delay having another child, and since we don't have space for my parents yet, have had to pay for external childcare.

Look forward to speaking, Travis

--

Travis Murdoch, MD FRCP(C) Mobile: (408) 583-7970

Office: (587) 316-6604 Fax: (587) 316-6606

Name	Signature	Address	Date
Helmine Pearson. Finology	And Eddy	1145 Days 1955 57	8.18.19
Gury Jue	I can for	1111 Douglass	8-18-19
	/		

### Neighbors Opposing Project at 4363 26th St – Diamond St

Name	Signature	Address	Date
adelaide John	son adelaide John	500 1228 Digmo	nd 8-20-19
Keggy Barbieri	Riggy Boll	1241 Downerd	8.20:19
David Walnury W	920	1301 Diemond	8/20/19
hoz ITELSON	1802 - teleur	1309 Diamond	8/20/19
Steve Itelson	Style Itel	1309 Diamond	8/20/19
AuhShah		1333 Diamond St	8/20/19
Melarie Beere	Milnie Seen	1339 Janual St	8/20/19
LUKE WELCH	Stebell	1232 DIAMOND ST	1 11
Trynne Miller	amic	1220 Diamond St	8.24.19
Mark lagor	ia my	1223 DIAMONES L	8-26-19
	, .		

### Neighbors Opposing Project at 4363 26th St

Name	Signature	Address	Date
Philip Genrie	Plo Dering	4341 26+54	8/17/19
Jem Weber	Then Weber	4386 26th St	8/19/19
Mauren Nim	Marcu Thi	4376 1614	8/22/19
Jason Bryent	J-3	4344 ZEAL	8/23/19
Bob Frand	Chil	4317 2614	0/23/19
Julia Moran	Milnih	4343 26m	8/22/16
Anchea Spero	(ODDATA DE	4381 264n	0/15/19
JASON spare	· No Sold	4381 264	2/20/19
Jon Sport		4301 264	8/24/19
Meagnan Eichmann	Men 1	4385 24hSt	
Donna Forel	was fixed -	4377 ZCon 87	11 7 11
Joanna Lynan	M. The state of th	4366 26th 87	10/10/0
AN BECKER	77. B.	4348 264	8/26/19
Lauren Torie	1-111-11	4394 26th St	8/26/10
	July Co	1317 2090 31	8/28/19
		gue .	

### Neighbors Opposing Project at 4363 26th St - Cesar Chavez St

Name	Signature	Address	Date
DAN Mit	chell Dans Mit	hur 4342 Ces	ac Chower 8/18/19
CEUNE AS		4331 Cas	1,01,1
Mat Brond	194	Victor II	- chave 8/18/19
Cara Brev	1 11	wel 4335 (200	
Thomas Alex		4341 Cesa	v Chur 8/18/19
JACK 1	CLARE Yack Dup	4349 Cesa	- Claret 8/18/19
Gustaus [	A NEW TENTO	11 4384 Cesus	r Chavoz. 8/18/19
Jon CHOS	HAV W CIMO	DO 4327 PEAR	Cham 8/20/10
MIET MUCHOPA	0 694	1352 (4801 (	homs 8/2/19
Can Kabuloglu	Conflict	4352 Cesor	Chave2 8124/19
Jay Moon	Tythe	4352 Cesar	Charez 8/24/19
Ann JACK	1000	4344 Coso	
Becca Ni		4318 Cesar	
Teldi Silver	1	4317 Cesar	Chavez 8/24/19
Gur Doit	12	4772 (ejai	(buse 8/24/11
LISA Whit	00000	4324 Cesar	Clavez 8/25/19
Linda O'lon	The court of	4342 Cesa.	
Fishcho	ocales Les Schwerty	4350 Cese	

August 28, 2019

Lauren Koch 4394 26<sup>th</sup> St SF, CA 94131

Re: Proposed Project at 4363 26th St

#### Dear Commissioners:

I have serious concerns about the proposed project at 4363 26<sup>th</sup> St, which is excessive in height and scale and not in keeping with the established pattern of houses. This portion of the block has 2-story and 3-story houses with 3<sup>rd</sup> floor setbacks. I'm concerned this design will set a precedent that will negatively impact the neighborhood.

Please reconsider this project.

Thank you,

Alloh Lauren Koch Torle

### Re: Proposed Project at 4363 26th St

Dear Planning Commission:

I live at 4357 26<sup>th</sup> St adjacent to the project at 4363 26<sup>th</sup> St. This proposed 4-story house seems excessive in size, scale and height relative surrounding properties along 26<sup>th</sup> st and would negatively impact the air, light, and privacy to adjacent property.

Please reconsider these proposed plans.

Sincerely,

SATU LINJALY

August 29, 2019

Dear Members of the San Francisco Planning Commission,

I feel it necessary to write to you in opposition to the Project being proposed at 4363 26th Street. I am a 23 year resident of Noe Valley and see this project as an example of a disturbing trend that pushes the limits of height, overall size in relation to surrounding homes, and design guidelines.

The existing home is probably less that 1000 square feet. While I cannot determine the square footage on the proposed home, I would guess that it is close to 4 times that size, making it much larger than most of the surrounding homes. The impact to light, air and green space and privacy is considerable.

There are no surrounding homes that are 4 levels. This is not a precedent that should be set in this neighborhood, for the sake of a second family room. Indeed, there is precedent for not allowing the 4th level to be built.

While I understand the property owners right to demolish the existing small but beautiful 1920's home, and build a new modern building. I would hope that this can be done with respect for the surrounding neighbors and the larger neighborhood in which the intend to live. (?)

I urge the planning commission to take Discretionary Review not allow the 4th floor of this project to be built.

Sincerely, Lorraine Aiken 1424 Diamond Street San Francisco, CA 94131