

BOARD OF APPEALS, CITY & COUNTY OF SAN FRANCISCO

Appeal of
HOUSING RIGHTS COMMITTEE OF SAN FRANCISCO,)
Appellant(s))
vs.)
DEPARTMENT OF BUILDING INSPECTION,)
PLANNING DEPARTMENT APPROVAL Respondent)

Appeal No. **21-052**

NOTICE OF APPEAL

NOTICE IS HEREBY GIVEN THAT on June 1, 2021, the above named appellant(s) filed an appeal with the Board of Appeals of the City and County of San Francisco from the decision or order of the above named department(s), commission, or officer.

The substance or effect of the decision or order appealed from is the ISSUANCE on May 28, 2021 to 390 29th I6, LP, of an Alteration Permit (adding four accessory dwelling units to the first level: 3 one-bedrooms and one studio per Ordinance No. 162-16) at 390 29th Avenue.

APPLICATION NO. 2020/06/06/8211
FOR HEARING ON October 20, 2021

Address of Appellant(s):

Address of Other Parties:

<p>Housing Rights Committee of San Francisco, Appellant(s) c/o Brad Hirn, Agent for Appellant(s) Housing Rights Committee of San Francisco 1663 Mission Street, Suite 504 San Francisco, CA 94103</p>	<p>390 29th I6, LP, Permit Holder(s) c/o Laura Campbell, Attorney for Permit Holder(s) Kaufman, Dolowich & Voluck, LLP 425 California Street, Ste. 2100 San Francisco, CA 94104</p>
---	---



Date Filed: June 1, 2021

**CITY & COUNTY OF SAN FRANCISCO
BOARD OF APPEALS**

PRELIMINARY STATEMENT FOR APPEAL NO. 21-052

I / We, **Housing Rights Committee of San Francisco**, hereby appeal the following departmental action:

ISSUANCE of Alteration Permit No. 2020/06/06/8211 by the **Department of Building Inspection** which was issued or became effective on: **May 28, 2021**, to: **390 29th 16, LP**, for the property located at: **390 29th Avenue**.

BRIEFING SCHEDULE:

The Appellant may, but is not required to, submit a one page (double-spaced) supplementary statement with this Preliminary Statement of Appeal. No exhibits or other submissions are allowed at this time.

Appellant's Brief is due on or before: 4:30 p.m. on **July 1, 2021, (no later than three Thursdays prior to the hearing date)**. The brief may be up to 12 pages in length with unlimited exhibits. It shall be double-spaced with a minimum 12-point font. An electronic copy should be emailed to: boardofappeals@sfgov.org, julie.rosenberg@sfgov.org, scott.sanchez@sfgov.org and marydavis@openscopestudio.com

Respondent's and Other Parties' Briefs are due on or before: 4:30 p.m. on **July 15, 2021, (no later than one Thursday prior to hearing date)**. The brief may be up to 12 pages in length with unlimited exhibits. It shall be double-spaced with a minimum 12-point font. An electronic copy should be emailed to: boardofappeals@sfgov.org, julie.rosenberg@sfgov.org, scott.sanchez@sfgov.org and brad@hrcsf.org

The Board's physical office is closed to the public and hard copies of the brief do NOT need to be submitted.

Only photographs and drawings may be submitted by the parties at the hearing.

Hearing Date: **Wednesday, July 21, 2021, 5:00 p.m.**, via Zoom. Information for access to the hearing will be provided before the hearing date.

All parties to this appeal must adhere to the briefing schedule above, however if the hearing date is changed, the briefing schedule MAY also be changed. Written notice will be provided of any change to the briefing schedule.

In order to have their documents sent to the Board members prior to hearing, **members of the public** should email all documents of support/opposition no later than one Thursday prior to hearing date by 4:30 p.m. to boardofappeals@sfgov.org. Please note that names and contact information included in submittals from members of the public will become part of the public record. Submittals from members of the public may be made anonymously.

Please note that in addition to the parties' briefs, any materials that the Board receives relevant to this appeal, including letters of support/opposition from members of the public, are distributed to Board members prior to hearing. All such materials are available for inspection on the Board's website at www.sfgov.org/boa. You may also request a copy of the packet of materials that are provided to Board members at a cost of 10 cents per page, per S.F. Admin. Code Ch. 67.28.

The reasons for this appeal are as follows:

See attachment to the preliminary Statement of Appeal.

Appellant or Agent (Circle One):

Signature: Via Email

Print Name: Brad Hirn, agent for appellant(s)

June 1, 2021

Appeal on Department of Building Inspection (DBI) Permit No. 202006068211

On behalf of tenants at 390 29th Ave., I, Brad Hirn of Housing Rights Committee of San Francisco, am appealing DBI permit no. 202006068211, issued on May 28, 2021 to allow the project sponsor, Veritas Investments, to add four accessory dwelling units (ADUs) to the existing building.

Contrary to the Planning Department and DBI's review process for this permit, the project sponsor committed wrongful evictions of parking at this building to make way for these ADUs. To propose the addition of these ADUs, the project sponsor violated the San Francisco Rent Ordinance by unlawfully severing contracted housing services and wrongfully evicting multiple long-term tenants from their parking.

For these reasons and others which will be detailed, tenants at 390 29th Ave. urge the Board of Appeals to accept this appeal, deny the permit, and order restoration of the tenants' housing services.

City and County of San Francisco

- Home
- Permit Services
- Plan Review
- Inspection Services
- Most Requested
- Key Programs
- About Us

Home » Most Requested

Welcome to our Permit / Complaint Tracking System! Permit Details Report

Report Date: 6/1/2021 1:57:45 PM

Application Number: 202006068211
 Form Number: 3
 Address(es): 1405 / 028 / 1 390 29TH AV
 Description: ADDING 4 ADU UNITS(3 1-BEDROOMS, 1 STUDIO) TO LEVEL 1 PER ORD# 162-16.
 Cost: \$563,000.00
 Occupancy Code: R-2
 Building Use: 24 - APARTMENTS

Disposition / Stage:

Action Date	Stage	Comments
6/6/2020	TRIAGE	
6/6/2020	FILING	
6/6/2020	FILED	
5/18/2021	APPROVED	
5/28/2021	ISSUED	

Contact Details:

Contractor Details:

License Number: 746784
 Name: JAHAZIEL DELGADO
 Company Name: PS2 INC
 Address: 17903 SOUTH HOBART BLVD * GARDENA CA 90248-0000
 Phone:

Addenda Details:

Description:

Step	Station	Arrive	Start	In Hold	Out Hold	Finish	Checked By	Hold Description
1	CPB	6/6/20	7/27/20			7/28/20	SONG SUSIE	7/28/20: TO PPC. SS 7/27/20: INVOICED. SS 6/6/20: ELECTRONICALLY SUBMITTED. NEED MORE FORMS AND ESTIMATE COST FROM APPLICANT.
2	PRE-PLN	7/31/20	8/5/20			8/5/20	WEISSGLASS DAVID	Pre-screening & accepted for intake
3	PRE-FIRE	7/31/20	8/4/20			8/4/20	WOO JASON	pre-screening reviewd and approved
4	PRE-BLDG	7/31/20	8/19/20			8/19/20	KWOK STEPHEN	Pre-screening completed, applicatoin accepted - SK 8/19/20.
5	CP-ZOC	8/20/20	9/18/20	9/18/20	11/16/20	11/16/20	SACCHI JOSEPH	Reviewed and approved revisions. - JS 3/26/21 Approved 4 ADU(s) per Ord. 162-16. - JS 11/16/20
6	BLDG	8/20/20	10/15/20			10/15/20	KWOK STEPHEN	Reassigned by SK 10/15/20.
7	BLDG	8/20/20	12/9/20	12/9/20	3/15/21	3/15/21	KWOK STEPHEN	Approved in session, SK 3/15/21.
8	PAD-STR	9/16/20	1/22/21	1/22/21	3/15/21	3/15/21	LIU CHU	
9	MECH	8/20/20	9/10/20			9/10/20	NAGATA TIMOTHY	Stamped Approved. EPR Rev2 w Structural submittal approved 4-30-21 EPR Approved 9-10-20 WKP
10	SFFD	8/20/20	8/20/20			8/20/20	WOO JASON	bluebeam session reviewed and approved - ready to stamp
								Approved. 3/18/21: BSM sign off on Job Card



11	DPW-BSM	8/20/20	8/21/20	8/21/20		3/18/21	CHOY CLINTON	required prior to DBI final. Subject to all conditions of BSM: #20IE-00623 & 20MSE-00500. -CC On hold (EPR) 8/21/20: Remove non-permitted concrete pad on the Clement frontage. Needs Street Improvement (remove curb cuts) and Minor Sidewalk Encroachment (new FDC). Download the app at http://sfpublicworks.org/services/permits/application-forms and submit to bsmpermitdivision@sfdpw.org . Need BUF review. -CC
12	SFFD	4/14/21	4/14/21			4/14/21	WOO JASON	approved - 4/14/21 jw
12	SFPUC	8/20/20	9/22/20			9/22/20	CHUNG DIANA	EPR - Capacity Charge not applicable. Not enough additional fixture. - 09/22/20.
12	DPW-BUF	8/20/20	9/22/20			4/13/21	KELLER STEPHEN	Approved
13	MECH	4/14/21	4/30/21			4/30/21	NAGATA TIMOTHY	Stamped Approved. EPR Rev2 w Structural submittal approved 4-30-21 EPR Approved 9-10-20 WKP
14	SFPUC	4/14/21	4/16/21			4/16/21	CHUNG DIANA	RESTAMP. EPR - Capacity Charge not applicable. Not enough additional fixture. - 04/16/21.
15	DPW-BUF	4/14/21	4/14/21			4/14/21	KELLER STEPHEN	approved, EPR stamped
16	CP-ZOC	11/16/20	3/2/21			3/2/21	SACCHI JOSEPH	Recorded documents (CHA and NSR) received. Do not route back to Planning. - JS 3/2/21 Prior to permit issuance, route back to Planning for final review of receipt of recorded documents (Costa Hawkins/Regulatory agreement and Notice of Special Restrictions) per PC Sec 207(c)(4). Project sponsor has been notified. - JS 11/16/20
17	DFCU	5/4/21	5/4/21			5/4/21	BLACKSHEAR JOHN	5/4/21: Planning entered a Child Care impact fee on this permit. The DPW entered a Street Tree in lieu fee and a requirement to plant (2) trees. These fees will be collected at permit issuance. The project shall contact the DPW-Bureau of Urban Forestry at urbanforestry@sfdpw.org to have the planting inspected before a final can be scheduled with DBI.
18	PPC	7/28/20	7/31/20			5/4/21	DOMINGO CARMELO ADRIAN	5/4/21; Sent to CPB; AD 5/4/21; Invite sent to DFCU; AD 4/14/21; Invite sent to plan checkers for re-stamp; AD 8/20/20; Invite sent to DCP,BLDG,MECH,SFFD,PUC,BSM,DFCU; AD 7/31/20; BB session created. Invite sent to applicant,Stephen,Jason,CPC ADU intake; AD
19	CPB	5/4/21	5/13/21			5/28/21	GUTIERREZ NANCY	ISSUED BY NG

This permit has been issued. For information pertaining to this permit, please call 628-652-3450.

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
0			IB35	NRCI-ENV-01-E - ENVELOPE CERTIFICATE OF INSTALLATION	
0			AE1	NRCA-LTI-02-A - LIGHTING CONTROL ACCEPTANCE DOCUMENT	
0			AB1	NRCA-ENV-02-F - FENESTRATION ACCEPTANCE	
0			AB2	NRCA-MCH-02-A - OUTDOOR AIR ACCEPTANCE	
0			AB3	NRCA-MCH-03-A - CONSTANT VOLUME, SINGLE ZONE, UNITARY AIR CONDITIONER AND HEAT PUMP SYSTEMS	
0			1	CONCRETE (PLACEMENT & SAMPLING)	
0			2	BOLTS INSTALLED IN CONCRETE	
0			4	REINFORCING STEEL AND	reinforcing steel

				PRETRESSING TENDONS	
0			5A1	SINGLE PASS FILLET WELDS < 5/16"	
0			18A	BOLTS INSTALLED IN EXISTING CONCRETE	
12					

For information, or to schedule an inspection, call 628-652-3400 between 8:30 am and 3:00 pm.

[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](#).

BRIEF SUBMITTED BY THE APPELLANT(S)

July 1, 2021

Appeal on Department of Building Inspection (DBI) Permit No. 202006068211

On behalf of tenants at 390 29th Ave., I, Brad Hirn of Housing Rights Committee of San Francisco, am appealing DBI permit no. 202006068211, issued on May 28, 2021 to allow the project sponsor, Veritas Investments, to add four accessory dwelling units (ADUs) to the existing building.

The Board of Appeals should uphold this appeal and deny this permit because the Planning Department did not consider essential and relevant wrongful eviction history by the project sponsor at this property, and the project sponsor lied on their DBI affidavit in Information Sheet G-23. This wrongful eviction history was not examined prior to permit issuance. It should be scrutinized now, and this appeal should be upheld.

Wrongful Eviction #1: Tenant Faina Filimonova in unit #1, a 72-year-old senior with health problems, has lived at 390 29th Ave. since 1992. After Veritas acquired the building in June 2017, the project sponsor took away Ms. Filimonova's assigned parking space without any legal proceeding and, without any compensation, told her she could park in a spot five blocks away, without any discussion.

Wrongful Eviction #2: Tenants Tessie Poirier and Daniel Belman in unit #8, a 76-year-old senior and her son, have lived at 390 29th Ave. since September 1995. Since that time, they have paid for an assigned parking space, spot #6. After Veritas acquired the building in June 2017, the project sponsor took away these tenants' parking space. Mr. Belman reached out to Veritas many times about this wrongful eviction from parking. Veritas told Mr. Belman that he still had a spot and that parking would be restored shortly after construction was completed. During this time, Veritas continued to charge Mr. Belman for his parking space when he had nowhere to park. Months later, Veritas told Mr. Belman that they will build ADUs in the garage and he will no longer have a parking space.

The Planning Department did not analyze this wrongful eviction history in the course of its review process. Furthermore, this wrongful eviction history demonstrates that the DBI G-23 affidavit required for this permit is false. This evidence gives the Board of Appeals the authority and responsibility to uphold this appeal, deny this permit, and urge restoration of existing tenants' contracted services.

July 1, 2021

Appeal on Department of Building Inspection (DBI) Permit No. 202006068211

City law states that ADUs will not be built at a property where no-fault evictions have occurred in the last ten years. The wrongful eviction of parking at 390 29th Ave. constitutes a no-fault eviction according to SF law.

In San Francisco, rental units such as the ones at 390 29th Ave. are defined as “residential dwelling units ... together with the land and appurtenant buildings thereto, *and all housing services, privileges, furnishings and facilities supplied in connection with the use or occupancy thereof, including garage and parking facilities*” (italics added).

Furthermore, SF law states that housing services supplied in connection with the use or occupancy of a unit may not be severed, reduced, or removed without just cause as required by Section 37.9(a) of the SF Rent Ordinance.

The removal of parking without just cause constitutes a wrongful eviction from that housing service.

Since the Planning Department did not examine this wrongful eviction history during its review process, it is incumbent upon the Board of Appeals to consider this information and make a determination in accordance with SF laws.

BRIEF SUBMITTED BY THE PERMIT HOLDER(S)

RESPONSE TO APPEAL NO. 21-052

390 29th Avenue - (Permit No. 202006068211)

This response briefing is being filed in an abundance of caution, as we believe that appellants, Daniel Belman, Tessie Poirier and Faina Filimonova, will imminently be withdrawing their appeal pursuant to a confidential settlement agreement reached between them and the project sponsor.

Brad Hirn represents he has authority to submit, and now maintains without withdrawing, an appeal on behalf of Daniel Belman, Tessie Poirier and Faina Filimonova, as to DBI permit no. 202006068211 on the basis that those tenants had been subject to “wrongful eviction” in relation to the project sponsor’s plans to add four accessory dwelling units (ADUs) to 390 29th Avenue. While these claims of “wrongful eviction” relate only to the tenants’ parking rights at the property, no tenant involved in this appeal has lost parking rights in relation to their tenancies. Because appellants retain their parking rights and thus, have not been wrongfully evicted and because Hirn’s appeal raises no issue aside from the alleged wrongful eviction, the Board of Appeals must deny the appeal and affirm the approval of the project sponsor’s permit.

With regard to appellant’s allegation of “Wrongful Eviction #1”, we believe this was entirely the result of mistake in communication. As a result of the project sponsor’s plans, in exchange for Appellant Faina Filimonova relinquishing her current space, her tenancy was allotted an alternate parking space that is in fact *superior* to the prior space—her parking space is now enclosed, secured, private, exclusive, and allows for storage whereas her previous parking did not include such amenities. The Filimonovas have been enjoying their new parking spot and its added benefits for over a year now. Moreover, as referenced above, on September 3, 2021, Faina Filimonova signed a confidential settlement agreement with respect to her tenancy, releasing, via

Civil Code 1542, the project sponsor from any adverse claims relating to her tenancy rights (portions of which are attached hereto as Exhibit A¹). As opposed to the representations made by Hirn (who, we note, is not privy to this agreement), this release contains no exemption for the tenants' right to pursue this appeal. Faina Filimonova, via her partner and co-tenant, Viktor Filimonov, also entered into an agreement to this same effect with regard to their tenancy (attached hereto as Exhibit B). The transfer of parking rights was voluntarily executed by agreement and indeed, served to benefit the Filimonovas.

With regard to appellant's allegation of "Wrongful Eviction #2", we similarly believe this allegation was entirely the result of a mistake in communication. Tessie Poirier and Daniel Belman have been using and are continuing to use the parking space associated with their tenancy; no severance of housing service has occurred or will occur as a result of the project sponsor's plans which are now before the Board of Appeals. Moreover, as referenced above, on September 3, 2021, Tessie Poirier and Daniel Belman signed a confidential settlement agreement with respect to their tenancy, releasing, via Civil Code 1542, the project sponsor from any adverse claims relating to their tenancy rights (portions of which are attached hereto as Exhibit A²). As opposed to the representations made by Hirn (who, we again note, is not privy to this agreement), this release contains no exemption for the tenants' right to pursue this appeal.

Hirn concluded by stating that the appeal should be granted because the Planning Department did not analyze the wrongful eviction history in the course of its review process.

¹ Due to the confidential nature of this agreement and in an effort to preserve the privacy of all parties involved, we are only providing those limited portions of the agreement that are directly relevant for these purposes. The project sponsor is disclosing only the minimum amount reasonably necessary, insofar as such disclosure is necessary to enforce the terms thereof in this proceeding.

² Due to the confidential nature of this agreement and in an effort to preserve the privacy of all parties involved, we are only providing those limited portions of the agreement that are directly relevant for these purposes. The project sponsor is disclosing only the minimum amount reasonably necessary, insofar as such disclosure is necessary to enforce the terms thereof in this proceeding.

However, there is no wrongful eviction history to be reviewed. Appellants have not been wrongfully evicted of any housing service at the property. Each appellant continues to enjoy their respective premises along with parking rights in relation to their tenancy. Thus, the Planning Department reviewed all information pertinent to this matter and reached a proper and well-supported decision. The Board of Appeals should therefore deny this appeal and affirm the Planning Department's approval of DBI permit no. 202006068211.

EXHIBIT A

DocuSign Envelope ID: 89BF939A-37FD-495F-8E41-48153A26DE37

CONFIDENTIAL SETTLEMENT AND RELEASE AGREEMENT

This Confidential Settlement and Release Agreement (“**Settlement Agreement**”) is entered into by and between DANIEL BELMAN, FAINA FILIMONOVA, [REDACTED] and TESSIE PROIRER (individually “**Plaintiff**” or collectively “**Plaintiffs**”), on the one hand, and [REDACTED] GREENTREE PROPERTY MANAGEMENT, INC [REDACTED] (collectively, “**Defendants**”), on the other hand. For the purpose of this Settlement Agreement, the foregoing parties are sometimes collectively referred to as “**Parties**” or in the singular as “**Party**.” The Settlement Agreement is made and is effective as of the date it has been signed and initialed by all of the Parties in the spaces provided below (the “**Effective Date**”). Until all Parties have signed and initialed the Settlement Agreement as required, it is not effective in whole or in part.

7. Release of Defendants. Except for the Settlement Payment specified in Paragraph 2, Plaintiffs, on behalf of themselves and their respective agents, roomates, spouses, domestic partners, employees, attorneys, representatives, heirs, beneficiaries, successors, and assigns (collectively, the “**Plaintiff Releasing Parties**”), hereby fully release, acquit, and discharge Defendants and their respective agents, employees, representatives, officers, directors, shareholders, members, managers, partners, co-owners, joint venturers, heirs, beneficiaries, advisors, trustees, co-trustees, attorneys, parents, subsidiaries, affiliates, assigns, predecessors and successors-in-interest, and insurers, including but not limited to Associated Industries Insurance Company and Ategrity Specialty Insurance Company, and all other persons and entities acting for, on behalf of, or in contract with Defendants (collectively, the “**Defendant Released Parties**”), from any and all past or present claims, causes of action, claims for relief, actions, claims for physical injury, claims for emotional or mental distress, damages, costs, expenses, general

2

CONFIDENTIAL SETTLEMENT AND RELEASE AGREEMENT

DocuSign Envelope ID: 89BF939A-37FD-495F-8E41-48153A26DE37

damages, compensatory damages, special damages, statutory damages, punitive damages, fines, penalties, attorneys’ fees, obligations and liabilities, at law or in equity, of any kind or nature whatsoever (whether such claims are known or unknown, asserted or unasserted, contingent or non-contingent, liquidated or unliquidated, suspected or unsuspected, and whether apparent, concealed or latent) (collectively, the “**Claims**” or in the singular a “**Claim**”), which any of the Plaintiff Releasing Parties now has, could have claimed, has claimed or may claim to have against any of the Defendant Released Parties, including but not limited to any Claim arising out of or related to the Action or any Plaintiff’s tenancy at the Property (these releases are hereinafter referred to as the “**Releases**”). Plaintiffs continue to reside at the Property; accordingly this Settlement Agreement and Releases pertain to Plaintiffs’ tenancies and all claims arising therein through the Effective Date.

8. Waiver of Civil Code Section 1542. It is the intention of the Parties that this Settlement Agreement shall be effective as a full and final release of each and every claim, obligation and matter included within the claims released herein. In furtherance of this intention, the Releases stated in Paragraph 7, above, extend to all Claims, whether or not known or suspected by Plaintiffs, and constitute a waiver of the provisions of Section 1542 of the California Civil Code, which reads as follows:

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

Plaintiffs

Dated: September 3rd, 2021

PLAINTIFF

DocuSigned by:
Daniel Belman
D69386304CA439
Daniel Belman

Dated: September 3rd, 2021

PLAINTIFF

DocuSigned by:
Faina Filimonova
BF2B4E403F824DD
Faina Filimonova



Dated: September 3rd, 2021

PLAINTIFF

DocuSigned by:
Tessie Proirer
D69386304CA439
Tessie Proirer

EXHIBIT B

VOLUNTARY PARKING TERMINATION AGREEMENT

This Voluntary Parking Termination Agreement (hereinafter, "Agreement") dated as of February 17, 2020 is by and between Viktor Filimonov (individually or collectively, herein referred to as, the "Tenant"), who is a tenant at the property ("Property") located at 390 29th Avenue, San Francisco, CA, apartment unit #1 (the "Premises"); and 390 29th I6, LP ("Landlord").

RECITALS

- A. Tenant is using parking space(s) #8 at the Property (the "Parking Space"). The Premises is a residential unit contained within the building (the "Building") located at the Property.
- A. Landlord is planning to undertake improvements at the Building related to the construction of new ADU's, pursuant to the City of San Francisco's Accessory Dwelling Unit Program, which will increase the number of dwelling units in the City of San Francisco.

TERMS

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual agreements hereinafter set forth, the parties hereto agree as follows:

- 1. In consideration for this Agreement, Landlord and Tenant agree as follows:
 - a. On February 17, 2020 ("Termination Date"), Tenant agrees to surrender Tenant's use of Parking Space and any and all of Tenant's rights to such Parking Space shall automatically and permanently terminate. Resident agrees to park at Private Garage 375 located at 365-375 24th Avenue, San Francisco, CA 94121.
 - b. Following full execution and delivery of this Agreement, Landlord agrees to provide Tenant with a ledger rent credit equal to \$0, which shall be subject to, and conditioned upon, Tenant's full compliance with the terms and provisions of this Agreement.
 - c. Within 30 days after the Termination Date, Landlord agrees to provide Tenant with a ledger rent credit equal to \$0, which shall be subject to, and conditioned upon, Tenant's full compliance with the terms and provisions of this Agreement.
 - d. Following the Termination Date, Tenant's rent ledger shall reflect a reduction in the amount of \$0 monthly (pro rated, if applicable, for a partial month) to reflect the removal of the Parking Space. In the event that Tenant does not comply with the terms and provisions of this Agreement, Landlord may adjust Tenant's rent ledger accordingly. Subject to the foregoing, Tenant shall continue to pay rent and all other charges pursuant to the terms of Tenant's lease.

- e. This Agreement pertains solely to the surrender of the Parking Space located at the Property and does not otherwise alter Tenant's use of the Premises.
- f. The parties expressly acknowledge that Tenant's use of, and any rights to, the Parking Space, and, by operation of law, any and all sub-tenancies shall be terminated pursuant to this Agreement as of the Termination Date.

2. Tenant releases the Landlord from all claims, demands and causes of action, known or unknown, past or present, arising out of, or which could have arisen out of Tenant's use of the Parking Space. Tenant relinquishes and renounces all rights it could assert against the Landlord, and releases and forever discharges each of his/her/its respective predecessors, successors, assigns, representatives, agents, managers, attorneys, executors, administrators, and other successors in interest of and from any and all claims, demands, damages, costs, expenses or obligations arising out of, or in any way connected with the Parking Space. This release extends to any claims Tenant could pursue with the San Francisco Residential Rent Stabilization and Arbitration Board, as well as any affirmative claims Tenant could file with the San Francisco Superior Court (Small Claims, Limited, and/or Unlimited Jurisdictions).

3. Tenant hereto acknowledges that he/she is familiar with the provisions of section 1542 of the California Civil Code, which provides:

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

Tenant hereby expressly waives the provisions of section 1542 of the California Civil Code and any right they may have to invoke said provisions or any similar or common-law rule now or in the future. Tenant hereto fully understands that they cannot hereafter make further claims or seek any further recovery of any nature whatsoever based upon, arising out of, or in connection with the Parking Space, and Tenant hereby expressly waives all unknown claims caused by, or alleged to be caused by any act or omission of any party in connection with Tenant's use of the Parking Space. The parties acknowledge that they voluntarily execute this Agreement with full knowledge of its significance and with the express intent to affecting the legal consequences provided by section 1542 of the California Civil Code.

4. In case any provision of this Agreement shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

5. This Agreement constitutes the entire agreement and understanding between the parties concerning the subject matter hereof, and supersedes and replaces all prior negotiations, proposed agreements, and agreement, written and oral, relating thereto. Each of the undersigned

parties acknowledges that no other party nor any agent or attorney of any other party has made any promise, representation, or warranty whatever, expressed or implied, not contained herein concerning the subject matter hereof to induce it to execute this Agreement not contained herein.

6. This Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and taken together shall constitute one and the same agreement, which shall be binding and effective as to all parties.

7. It is understood and agreed that neither party will make any disparaging comments regarding the other to any third parties or publish any disparaging comments regarding the other in connection with this Agreement or matters related thereto. This includes postings on social media or other form of electronic media regarding the parties or the circumstances relating to this Agreement.

8. This Agreement is being entered into voluntarily by Tenant, and Tenant acknowledges that he/she is not being coerced, pressured, or unduly influenced by Landlord or Landlord's agents to sign this Agreement. Rather, this Agreement is the product of voluntary negotiation between the parties thereto.

9. Each party is to bear his own attorney's fees and costs incurred in the drafting of this Agreement and the negotiation of its terms.

10. This Agreement may be pled as a full and complete defense to and may be used as a basis for injunction against, any action, suit, or other proceedings instituted, prosecuted or attempted in breach of this document. This Agreement shall inure to the benefit of Landlord's successor-in-interest.

ACCEPTED AND AGREED TO:

Dated: 6/10/2020

DocuSigned by:
Lisa Flores
Agent for Landlord

Dated: 6/10/2020

DocuSigned by:
[Signature]
Tenant

Dated: _____

Tenant