

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

Appeal of  
JOHN PAXTON, )  
Appellant(s) )  
vs. )  
DEPARTMENT OF BUILDING INSPECTION, )  
PLANNING DEPARTMENT APPROVAL Respondent )

Appeal No. **18-010**

**NOTICE OF APPEAL**

**NOTICE IS HEREBY GIVEN THAT** on January 19, 2018, 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 January 11, 2018 to 330 Presidio Avenue LLC, of an Alteration Permit (addition of two Accessory Dwelling Units on first floor of an existing six-unit building per Ordinance 30-15; seismic application is on BPA No. 2015/09/04/6211) at 330 Presidio Avenue.

**APPLICATION NO. 2016/01/11/6829**

**FOR HEARING ON March 21, 2018**

Address of Appellant(s):

Address of Other Parties:

John Paxton, Appellant 330 Presidio Avenue #5 San Francisco, CA 94115	330 Presidio Avenue LLC, Permit Holder c/o Joe Toboni, Agent for Permit Holder 3364 Sacramento Street San Francisco, CA 94118
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**BOARD OF APPEALS**

Date Filed:

JAN 19 2018

APPEAL # 18-010

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

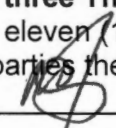
**PRELIMINARY STATEMENT OF APPEAL**

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I / We, **John Paxton**, hereby appeal the following departmental action: **ISSUANCE of Alteration Permit No. 2016/01/11/6829** by the **Department of Building Inspection** which was issued or became effective on: **January 11, 2018**, to: **Susan Kare & Jay Tannenbau**, for the property located at: **330 Presidio 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: **March 01, 2018, (no later than three Thursdays prior to the hearing date)**, up to 12 pages in length, double-spaced, with unlimited exhibits, with eleven (11) copies delivered to the Board office by 4:30 p.m., and with additional copies delivered to the other parties the same day. In addition, an electronic copy should be emailed to: boardofappeals@sfgov.org if possible. 

Respondent's and Other Parties' Briefs are due on or before: **March 15, 2018, (no later than one Thursday prior to hearing date)**, up to 12 pages in length, doubled-spaced, with unlimited exhibits, with eleven (11) copies delivered to the Board office by 4:30 p.m., and with additional copies delivered to the other parties the same day. In addition, an electronic copy should be emailed to: boardofappeals@sfgov.org if possible.

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

Hearing Date: **Wednesday, March 21, 2018, 5:00 p.m., City Hall, Room 416**, One Dr. Carlton B. Goodlett Place.

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 submit eleven (11) copies of all documents of support/opposition no later than one Thursday prior to hearing date by 4:30 p.m. 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 at the Board's office. 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.

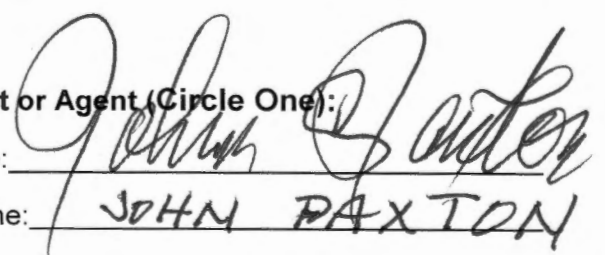
***If you have any questions please call the Board of Appeals at 415-575-6880***

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**The reasons for this appeal are as follows:**

See attached statement.

Appellant or Agent (Circle One):

Signature: 

Print Name: JOHN PAXTON

JAN 19 2018

APPEAL # 18-010

John C. Paxton  
330 Presidio Avenue, No. 5  
San Francisco, California 94115  
(415) 563-0886  
421-3700

Board of Appeals  
City & County of San Francisco  
1650 Mission Street, Room 304  
San Francisco, CA 94103

January 19, 2018

Re: Notice of Appeal of Building Permit # 2016 01 11 6829

Please take Notice that I am appealing the issuance of the Building Permit described above. The permit application states that the project will entail the construction of 2 new, ADU's (residential units) "per Ordinance 30-15 Seismic Application (BPA # 2015 0904 6211."

The Appeal will be based on the information contained in the brief, including the following:

- The project intends to use a portion of the garage space was granted to me, and which has been wrongly taken from me. It also purports to take other space granted to me under my lease, as well as certain "Housing Services." The owner / contractor must exercise one of the just causes in the Rent Ordinance to capture the space which is needed to carry out the project. (This situation exists equally for four other tenants in the building.)

Very truly yours,

JPaxton@paxco.com



2016 9063  
 2015 7004

Water # 9  
 Wastewater  
 JAN 11 2016

OFFICE OF THE SUPERVISOR  
 FEES REQ. FIRE

BOARD OF APPEALS

JAN 19 2018

APPEAL # 18-010

PROVED FOR ISSUANCE  
 JAN 10 2016

3/8  
 APPLICATION NUMBER  
 2016-01-1188

OSHA APPROVAL REQ'D  
 APPROVAL NUMBER  
 29

APPLICATION FOR BUILDING PERMIT  
 ADDITIONS, ALTERATIONS OR REPAIRS

FORM 3  OTHER AGENCIES REVIEW REQUIRED  
 FORM 8  OVER-THE-COUNTER ISSUANCE

2 NUMBER OF PLAN SETS

CITY AND COUNTY OF SAN FRANCISCO  
 DEPARTMENT OF BUILDING INSPECTION

APPLICATION IS HEREBY MADE TO THE DEPARTMENT OF BUILDING INSPECTION OF SAN FRANCISCO FOR PERMISSION TO BUILD IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS SUBMITTED HERewith AND ACCORDING TO THE DESCRIPTION AND FOR THE PURPOSE HEREINAFTER SET FORTH.

DATE FILED 1/15/2016	FILING FEE RECEIPT NO. 18018411	(1) STREET ADDRESS OF JOB 330 PRESIDIO AVE	BLOCK & LOT 1007/019
PERMIT NO. 1449521	ISSUED JAN 11 2018	(2A) ESTIMATED COST OF JOB 70,000	(2B) REVISED COST: BY: LWH \$152K DATE: 5/11/17

**INFORMATION TO BE FURNISHED BY ALL APPLICANTS**

**LEGAL DESCRIPTION OF EXISTING BUILDING**

(4A) TYPE OF CONSTR. VB	(5A) NO. OF STORIES OF OCCUPANCY 4	(6A) NO. OF BASEMENTS AND CELLARS 0	(7A) PRESENT USE RESIDENTIAL	(8A) OCCUP CLASS R-2	(9A) NO. OF DWELLING UNITS 6
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**DESCRIPTION OF BUILDING AFTER PROPOSED ALTERATION**

(4) TYPE OF CONSTR. VB	(5) NO. OF STORIES OF OCCUPANCY 4	(6) NO. OF BASEMENTS AND CELLARS 0	(7) PROPOSED USE (LEGAL USE) RESIDENTIAL	(8) OCCUP CLASS R-2	(9) NO. OF DWELLING UNITS 8
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(10) IS AUTO RUNWAY TO BE CONSTRUCTED OR ALTERED? YES  NO

(11) WILL STREET SPACE BE USED DURING CONSTRUCTION? YES  NO

(12) ELECTRICAL WORK TO BE PERFORMED? YES  NO

(13) PLUMBING WORK TO BE PERFORMED? YES  NO

(14) GENERAL CONTRACTOR: Me Tobom Group 135 St. Francis Blvd 94127 415 822-0717 CALIF. LIC. NO. 766215 EXPIRATION DATE 7/31/2019

(15) OWNER - LESSEE (CROSS OUT ONE): Susan D Karel Jay R Tammenbaum 330 PRESIDIO AVE 94115 BTRC# PHONE (FOR CONTACT BY DEPT.)

(16) WRITE IN DESCRIPTION OF ALL WORK TO BE PERFORMED UNDER THIS APPLICATION (REFERENCE TO PLANS IS NOT SUFFICIENT)

ADDITION OF (2) UNITS ON FIRST FLOOR PER ORDINANCE 30-15  
 Seismic Application (BPA# 2015 0904 6211)

**ADDITIONAL INFORMATION**

(17) DOES THIS ALTERATION CREATE ADDITIONAL HEIGHT OR STORY TO BUILDING? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	(18) IF (17) IS YES, STATE NEW HEIGHT AT CENTER LINE OF FRONT	(19) DOES THIS ALTERATION CREATE DECK OR HORIZ. EXTENSION TO BUILDING? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	(20) IF (19) IS YES, STATE NEW GROUND FLOOR AREA SQ. FT.
(21) WILL SIDEWALK OVER SUB-SIDEWALK SPACE BE REPAIRED OR ALTERED? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	(22) WILL BUILDING EXTEND BEYOND PROPERTY LINE? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	(23) ANY OTHER EXISTING BLDG. ON LOT? (IF YES, SHOW ON PLOT PLAN) YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	(24) DOES THIS ALTERATION CONSTITUTE A CHANGE OF OCCUPANCY? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>

(25) ARCHITECT OR ENGINEER (DESIGN  CONSTRUCTION ): Mercury Engineering Group 1700 Mission St SF. CA. 94103 CALIF. CERTIFICATE NO. C17591

(26) CONSTRUCTION LENDER (ENTER NAME AND BRANCH DESIGNATION IF ANY. IF THERE IS NO KNOWN CONSTRUCTION LENDER, ENTER "UNKNOWN")

**IMPORTANT NOTICES**

No change shall be made in the character of the occupancy or use without first obtaining a Building Permit authorizing such change. See San Francisco Building Code and San Francisco Housing Code.

No portion of building or structure or scaffolding used during construction is to be closer than 6"0" to any wire containing more than 750 volts. See Sec 385, California Penal Code.

Pursuant to San Francisco Building Code, the building permit shall be posted on the job. The owner is responsible for approved plans and application being kept at building site.

Grade lines as shown on drawings accompanying this application are assumed to be correct. If actual grade lines are not the same as shown, revised drawings showing correct grade lines, cuts and fills, and complete details of retaining walls and wall footings must be submitted to this department for approval.

ANY STIPULATION REQUIRED HEREIN OR BY CODE MAY BE APPEALED.

BUILDING NOT TO BE OCCUPIED UNTIL CERTIFICATE OF FINAL COMPLETION IS POSTED ON THE BUILDING OR PERMIT OF OCCUPANCY GRANTED, WHEN REQUIRED.

APPROVAL OF THIS APPLICATION DOES NOT CONSTITUTE AN APPROVAL FOR THE ELECTRICAL WIRING OR PLUMBING INSTALLATIONS. A SEPARATE PERMIT FOR THE WIRING AND PLUMBING MUST BE OBTAINED. SEPARATE PERMITS ARE REQUIRED IF ANSWER IS "YES" TO ANY OF ABOVE QUESTIONS (10) (11) (12) (13) (22) OR (24).

THIS IS NOT A BUILDING PERMIT. NO WORK SHALL BE STARTED UNTIL A BUILDING PERMIT IS ISSUED.

In dwellings, all insulating materials must have a clearance of not less than two inches from all electrical wires or equipment.

CHECK APPROPRIATE BOX

OWNER  ARCHITECT  
 LESSEE  AGENT  
 CONTRACTOR  ENGINEER

**APPLICANT'S CERTIFICATION**

I HEREBY CERTIFY AND AGREE THAT IF A PERMIT IS ISSUED FOR THE CONSTRUCTION DESCRIBED IN THIS APPLICATION, ALL THE PROVISIONS OF THE PERMIT AND ALL LAWS AND ORDINANCES THERE TO WILL BE COMPLIED WITH.

**NOTICE TO APPLICANT**

**HOLD HARMLESS CLAUSE.** The permittee(s) by acceptance of the permit, agree(s) to indemnify and hold harmless the City and County of San Francisco from and against any and all claims, demands and actions for damages resulting from operations under this permit, regardless of negligence of the City and County of San Francisco, and to assume the defense of the City and County of San Francisco against all such claims, demands or actions.

In conformity with the provisions of Section 3800 of the Labor Code of the State of California, the applicant shall have worker's compensation coverage under (I) or (II) designated below, or shall indicate item (III), (IV), or (V), whichever is applicable. If however item (V) is checked, item (IV) must be checked as well. Mark the appropriate method of compliance below.

I hereby affirm under penalty of perjury one of the following declarations:

( ) I. I have and will maintain a certificate of consent to self-insure for worker's compensation, as provided by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued.

( ) II. I have and will maintain worker's compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued. My worker's compensation insurance carrier and policy number are: STATE COMPENSATION INS. Carrier Policy Number RWCC # 8099892

( ) III. The cost of the work to be done is \$100 or less. 9117106

IV. I certify that in the performance of the work for which this permit is issued, I shall not employ any person in any manner so as to become subject to the worker's compensation laws of California. I further acknowledge that I understand that in the event that I should become subject to the worker's compensation provisions of the Labor Code of California and fail to comply therewith with the provisions of Section 3800 of the Labor Code, that the permit herein applied for shall be deemed revoked.

( ) V. I certify as the owner (or the agent for the owner) that in the performance of the work for which this permit is issued, I will employ a contractor who complies with the worker's compensation laws of California and who, prior to the commencement of any work, will file a completed copy of this form with the Central Permit Bureau.

Signature of Applicant or Agent: [Signature] Date: 1/15/2016



CONDITIONS AND STIPULATIONS

REFER TO:

APPROVED:

*[Signature]*  
Cyril Yu, DBI  
MAY 11 2017

DATE: JAN 15 2016

REASON: *[Handwritten notes]*

NOTIFIED MR. \_\_\_\_\_

BUILDING INSPECTOR, DEPT. OF BLDG. INSP.

APPROVED: Addition of two accessory dwelling units at the 1st floor of an existing 6 unit apartment building per ord. 102-16 and NSR #2017K448059 and #2017K448060 rec'd on 5/5/17. Unit 324C contains one bedroom and is 400 sq. ft. in size and unit 328C contains one bedroom and is 406.75 sq. ft. in size.  
*[Signature]* 5/8/17

DATE: \_\_\_\_\_

REASON: \_\_\_\_\_

NOTIFIED MR. \_\_\_\_\_

DEPARTMENT OF BUILDING Dept. Gabriela Pantoja

APPROVED: *[Signature]*  
PLEASE NOTIFY DISTRICT FIRE INSPECTOR AT THE START OF WORK 5:30-3:00  
JUL 11 2017  
BUREAU OF FIRE PREVENTION & PUBLIC SAFETY

DATE: \_\_\_\_\_

REASON: \_\_\_\_\_

NOTIFIED MR. \_\_\_\_\_

Carolina Priem, SFPD

APPROVED: *[Signature]*  
MECHANICAL ENGINEER, DEPT. OF BLDG. INSPECTION

DATE: \_\_\_\_\_

REASON: \_\_\_\_\_

NOTIFIED MR. \_\_\_\_\_

APPROVED: *[Signature]*  
CIVIL ENGINEER, DEPT. OF BLDG. INSPECTION

DATE: \_\_\_\_\_

REASON: \_\_\_\_\_

NOTIFIED MR. \_\_\_\_\_

APPROVED: SFPW/BSM SIGN OFF ON JOB CARD REQUIRED PRIOR TO DBI FINAL CALL (415) 534-7149 TO SCHEDULE  
REF: 17SE-0794  
17MSE-0456  
*[Signature]* 12/20/17  
BUREAU OF ENGINEERING

DATE: \_\_\_\_\_

REASON: \_\_\_\_\_

NOTIFIED MR. \_\_\_\_\_

APPROVED: *[Signature]*  
DEPARTMENT OF PUBLIC HEALTH

DATE: \_\_\_\_\_

REASON: \_\_\_\_\_

NOTIFIED MR. \_\_\_\_\_

APPROVED: SFPUC *[Signature]*  
8/4/17 Diana Chung  
SFPUC REDEVELOPMENT AGENCY

DATE: \_\_\_\_\_

REASON: \_\_\_\_\_

NOTIFIED MR. \_\_\_\_\_

APPROVED: Legal use per CFC # 9222-151  
No. of Units 52 Floors of Occ. 3  
FOR WORK STATED ONLY  
*[Signature]* 1-15-16  
HOUSING INSPECTION DIVISION

DATE: \_\_\_\_\_

REASON: \_\_\_\_\_

NOTIFIED MR. \_\_\_\_\_

I agree to comply with all conditions or stipulations of the various bureaus or departments noted on this application, and attached statements of conditions or stipulations, which are hereby made a part of this application.

Number of attachments

OWNER'S AUTHORIZED AGENT *[Signature]*

HOLD SECTION - NOTE DATES AND NAMES OF ALL PERSONS NOTIFIED DURING PROCESSING

HO 3/21/18

FILE

John Paxton's Brief in Support of Appeal to  
SFDBI Building Permit #2016 01 11 6829 **BOARD OF APPEALS**

FEB 28 2018  
**APPEAL # 18-010**

**Introduction; Statement of Facts**

The Project, which is the crux of this dispute, is the proposed construction of two residential Accessory Dwelling Units ("ADUs") on the first floor of 330 Presidio Avenue ("the Building"). The permit application describes the proposed work as "addition of 2 units on 1<sup>st</sup> floor per ordinance 30-15 seismic application 2015 0904 6211."

The Building was built shortly after the 1906 earthquake, and has 6 residential units; two units each on the second, third and fourth floors. The garage occupies the front half of the first floor of the Building; and the rear, eastern half has the laundry area and tenants' storage lockers.

Appellant John Paxton ("Paxton") has occupied Unit #5 for over 40 years. He has occupied two parking spaces in the garage for over 25 years. His occupancy is pursuant to the 1986 Residential Lease and the Parking Agreement. A Memorandum of Lease was recorded. A copy of Paxton's 1986 Residential Lease is attached as Exhibit "A."

The prior building owner (Mr. Quinlan, who is a contractor), applied for a building permit to meet the City's soft-story retrofit requirements. A copy of the plans for that permit application is attached as Exhibit "B."

The retrofit was fraught with problems: Mr. Quinlan did not comply with the engineer's plans, the work was wrongly approved, and the City filed a Notice of Violation requiring the owner to correct the deficiencies. An engineer's letter citing some of the deficiencies is attached as Exhibit "C," and the SFDBI's Notice of Violation is attached as Exhibit "D."

After the original permit was signed off, and before the NOV was filed, Mr. Quinlan filed an application for a building permit to convert part of the 1<sup>st</sup> floor to two ADUs. That permit is the subject of this appeal. The set of plans filed with the application (as well as revised page A2.1) is attached as Exhibit "E." The plans were later resubmitted with changes, but DBI would not allow me to obtain copies of the resubmitted plans to include with this appeal. I reviewed that set of plans, however, and noted my observation of noteworthy differences between them and those shown in Exhibit "E." My notes are attached as Exhibit "F."

Under certain circumstances, Ordinance 30-15 allowed property owners who had completed soft-story retrofits to add ADUs. DBI Information Sheet G-23 added additional guidelines and requirements. Relevant portions of Ordinance 30-15 are attached as Exhibit "G," and DBI Information Sheet G-23 (dated June 29, 2016) is attached as Exhibit "H."



Four sets of plans are relevant to this Appeal. There are two sets of **structural** plans which were prepared to satisfy the **structural** requirements of San Francisco's mandatory soft-story retrofit ordinance. (See Exhibits "B" and "L.") And there were two, separate sets of plans which accompanied the Application for Building Permit for the ADUs. (See Exhibits "E" and "F.") I was able to obtain copies of 3 of the 4 sets of plans, however SFDBI would not allow me to obtain copies of the most recent (the second) set of plans accompanying the application for the building permit for the ADUs. Mercury Engineering prepared all four sets of plans, although the structural plans had one purpose, and those accompanying the Application for Building Permit for the ADUs had an entirely different purpose.

### **Grounds for Appeal**

1. The permit applicant does not have possession of much of the space needed for the ADUs, and is proposing to sever tenants' leasehold rights without invoking any "just cause," as is required.

The permit applicant is attempting to sever garage, storage, laundry and other areas which are part of my tenancy (as well as the tenancy of other building occupants), in order to accommodate the conversion of space to the two new ADUs. This process has been done without my consent (or the consent of any of the other Building tenants), and



without the applicant asserting one of the "just cause" provisions for eviction under the Rent Ordinance.

All of the tenants in the Building have tenancy rights which the applicant is proposing to take. Please see letters in support of this appeal (attached as Exhibit "I") from tenants in three of the other units who occupy storage lockers. (There are 6 storage lockers in the Building, not 5 as shown in the plans; five of them are used by tenants, and one is vacant.)

I occupy one of the 6 storage lockers, two spaces in the garage, and storage areas off of the garage. In addition, my "housing services" include the laundry area and common area storage, which in turn includes the area previously used for bike storage (which was removed when the seismic retrofit work was being done).

Exhibit "J" shows tenants' space which would be wrongly taken if the applicant were allowed to proceed. The area highlighted in blue shows the area which is part of my leasehold rights, which the applicant proposes to take. The area highlighted in pink shows the area which is part of other tenants' leaseholds, which the applicant proposes to take; the area hashed in orange shows the common area (laundry and bike

storage) which is part of all tenants' "housing services," which the applicant proposes to take and convert, as part of this ADU Project.

Property owners may not evict, or displace tenants from any part of their tenancies, or sever "housing services," unless the owner invokes one of the 16 "just causes" contained in the Rent Ordinance. Neither I, nor any of the other tenants who are occupying a storage locker, have received eviction notices stating that we are being evicted under one of the just causes.

The Department Heads of Building, Planning and the Rent Board agreed to include words in Information Sheet G-23 emphasizing property owners' obligations under the Rent Ordinance. Those three Department Heads signed off on this requirement, as shown on pages 5 and 7 of Information Sheet G-23 (Exhibit "H"). The significant portion of section (f), from page 5 of the Information Sheet G-23 reads as follows:

... please be aware that if the property owner is proposing to convert an existing garage, laundry room or storage space that is part of a tenancy subject to rent control to an Accessory Dwelling Unit, the property owner must have one of the "just cause" reasons specified in Rent Ordinance Section 37.9(a) to sever such a housing service from the tenancy and must follow the legal procedures to recover possession of the garage, laundry room or storage space from the tenant(s). ...

The three Department Heads intended for project applicants to satisfy the requirements for severing areas protected by the Rent Ordinance

before the permit would be issued. The permit applicant in this appeal chose to disregard that requirement.

The building permit is of no value to the applicant without possession of the space. Here, the landlord has already shown his propensity to take leased space once he has received a building permit. As part of the seismic retrofit work, the landlord proposed a shear wall which would sever a portion of the garage area. Once that permit was granted, the wall was built, depriving me of a portion of my space in the garage.

Mercury Engineering Group has been one of the most aggressive engineering firms in promoting its adeptness in adding ADUs following retrofit; one of their flyers is attached as Exhibit "K." Please note their visual suggestion that garages can be taken and converted to residential units.

The intent of the ADU ordinances is to take advantage of space in residential buildings which is not encumbered by tenancies. However, San Francisco is the densest city west of the Mississippi, and over the last 150+ years, its residents have not missed many opportunities to put available space to use. It is rare to find space unencumbered by tenancies, which is truly available for conversion to ADUs. The tenant-occupied space at 330 Presidio is not one of them.

2. There are conflicts between the plans submitted to comply with the structural requirements of the soft-story retrofit ordinance, and the plans for this ADU Project. The ADU Project would reduce the structural capacity of the seismic retrofit if the applicant were allowed to proceed.

As part of the plans to satisfy the City's soft-story retrofit requirements, shear walls were designed by the engineer, as shown on page S3 of Exhibit "B," and page S1.1 of the resubmitted plans to correct the NOV (see Exhibit "L"). The shear walls were built, and the permit was signed off by DBI. A third shear wall (built along the eastern portion of the northern exterior wall) also deviates from what is shown on the plans. The shear walls were essential elements of the plans designed to meet San Francisco's soft-story retrofit requirements. Satisfying the soft-story retrofit requirement, in turn, was a condition for approval of an ADU application under Ordinance 30-15, Exhibit "G".

The plans accompanying the application for this building permit (see Exhibits "E" and "F") show that the ADU Project would diminish the structural integrity of two of the required shear walls.

(a) The plans submitted with this Application for Building Permit (see page A2.1 of Exhibit "E") erroneously show existing windows along the eastern, exterior wall (where no windows exist; see photos #1, #2 and #3, Exhibit "M"). The two, 6 foot wide windows are required to satisfy the

City's Light and Ventilation, and Exposure requirements. Page A2.1 also fails to identify the "existing" exterior wall on the eastern side of the Building as being a newly-constructed shear wall, designed and constructed to meet the City's soft-story retrofit requirements. Both sets of plans for the seismic retrofit (Exhibits B and L) show that shear wall as being 17 feet 11 inches in length, and extending in height from the foundation to the ceiling. By contrast, the plans for the ADUs show that approximately half of that existing, required shear wall would cease to exist if the ADUs were completed, and the two, 6 foot wide windows were installed.

(b) Similar misrepresentations exist with regards to the shear wall at the eastern portion of the garage. The detail on the two sets of plans for seismic retrofit (Exhibits B and L) show that newly-constructed shear wall as being 16 feet 6 inches in length. The revised plans accompanying the application for this building permit (which I was not able to get a copy of) for the new ADUs show things much differently than what was represented in both sets of structural drawings (Exhibits B and L):

1. The newly-constructed wall in the garage is not identified as being an "existing" shear wall, nor is there any mention of any shear wall in the vicinity. Furthermore, that newly-constructed wall would be reduced to 10½ feet in length, owing to the introduction of a new "storage room," which reduces the length (and strength) of the wall designated as a shear wall in the plans for seismic retrofit.
2. The remaining part of that shear wall would be further compromised by a door, inserted in the middle of the wall, as shown in the plans. (Location of the proposed doors is shown in green on Exhibit J.)

I saw no evidence that new calculations were submitted, demonstrating that adequate structural capacity remains, notwithstanding that the proposed Project would substantially compromise the two shear walls.

Mercury Engineering, the firm which drew the two sets of structural retrofit plans, also drew the two sets of plans for the ADUs (which accompanied the application for the ADU permit). Mercury was certainly aware of its prior work and structural specifications. As discussed above, Mercury flip-flopped between what was shown in the plans for seismic retrofit, and what was shown in the plans for the two new ADUs – depending on which application it was attempting to get approved.

The conflicts and omissions discussed in (a) and (b) above were either the result of incredibly sloppy work, or are a deliberately orchestrated plan of nefarious switcheroos to accommodate requirements which the Project applicant otherwise would not have been able to meet. Residential occupants should expect that standards for the retrofit of soft-story buildings will be enforced. Or are we supposed to hope that the structural shortcomings won't be *that* bad? Heck, maybe our expectations should be set lower, since the engineer couldn't even *spell* "shear wall" correctly.

(c) Even though a NOV was issued, and subsequently signed off by DBI, the actual retrofit work still does not correspond with what was required in the plans. For example, the plans for the shear wall on the eastern portion of the northern wall erroneously show that it is a straight, 26 foot 2 inch wall. In fact, the wall zig-zags, and is weaker than it would be if it were a continuously straight wall. And the north-south footing, which should have connected the northern foundation with the southern foundation, was not constructed as specified in the plans.

### 3. Other Objections:

(a) The project applicant has expanded the building envelope in contradiction to the requirements of Ordinance 30-15.

The newly-revised plans (of which I was not allowed to obtain a copy) show the "Existing Retaining Wall," outside of, and on the eastern side of the building envelope. In fact, that existing retaining wall was constructed at the time the soft-story retrofit work was being done (December, 2015), and violates the requirements of Ordinance 30-15 (see section 207(c)(4)(A)(i), on page 5 of Exhibit G) which requires that the building envelope not be expanded. See photos #3 and #4 in Exhibit "M," attached.



Likewise, if built according to the plans submitted with the application for this permit (see Exhibits E and F), the northern ADU would expand the building envelope several feet to the north (see Exhibit J). If, instead, the unit were reduced in size to stay within the existing building envelope, the remaining area in the bedroom (approximately 100 square feet) would be too small to qualify as a "living area" for a "qualifying window," under Section 140 of the Planning Code.

(b) The project is required to comply with certain Planning and Building requirements, including bicycle parking and providing facilities for trash and recycle containers. Solutions to these requirements were not designed in a manner which could be achieved, unless the applicant took space leased to tenants.

Sections 155.1 through 155.3 of the Planning Code require specific provisions for bicycle parking. When the seismic retrofit work was being done, the existing metal structure for securing bicycles was removed. The plans for the ADUs show that the required bicycle parking will be provided on the western end of the garage; that space is leased to me, and is not available to satisfy the bicycle parking requirement.

(c) The ingress / egress for the two new units passes through old passageways and the tradesmen's entrance, and does not meet the minimum width and height requirements of the building code – which is 36 inches in width (which is deficient at two doorways) and 90 inches in height (there are five vertical impediments of 7 feet or less).

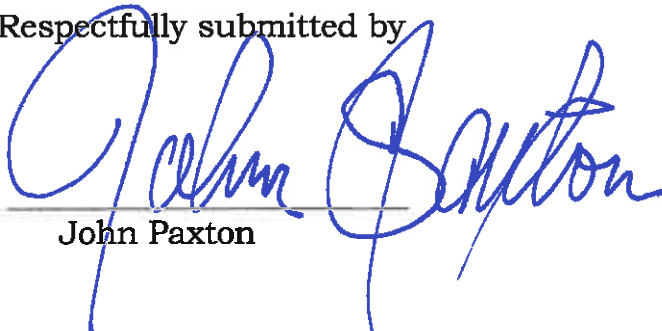
**(Continued on next page.)**

**Summary:**

San Francisco needs more housing, but that objective does not usurp the sanctity of tenants' leasehold property rights, and the need to enforce compliance with the City's mandatory soft-story retrofit ordinance. Building permits issued to construct ADUs cannot be seen as licenses for property owners to take property which is encumbered by existing leasehold rights. The City's permitting process should not encourage property owners to circumvent the Rent Ordinance, which intends to protect tenants' leasehold rights. Nor should applicants be allowed to undo work previously done to comply with the City's mandatory soft-story retrofit requirements.

Appellant John Paxton respectfully requests that the Board grants his appeal and revokes Building Permit #2016 01 11 6829, since the building permit (1) presumes that the applicant would need to take Paxton's (and other tenants') leasehold area; (2) the ADU plans conflict with plans submitted for the seismic retrofitting of the Building; and (3) the other irregularities, as discussed above.

Respectfully submitted by

  
\_\_\_\_\_  
John Paxton

February 28, 2018

## **INDEX TO EXHIBITS**

Exhibit A .....	1986 Residential Lease
Exhibit B .....	Pertinent Sheets from 1 <sup>st</sup> Set of Structural Plans for Seismic Retrofit dated August, 2015
Exhibit C .....	Engineer's Letter
Exhibit D .....	DBI's Notice Of Violation
Exhibit E .....	Pertinent Sheets from the First Set of Plans for ADUs Dated 10/15/15
Exhibit F .....	Paxton's Notes regarding Significant Features on Resub- mitted Plans for 2 New ADUs Page A2.1 is dated 5/15/17
Exhibit G .....	Relevant Portions of Ordinance 30-15
Exhibit H .....	DBI Information Sheet G-23
Exhibit I .....	Tenant Letters
Exhibit J .....	Overview of Tenants' Space Which Would be Taken; Paxton's Notes to 2 <sup>nd</sup> Set of Plans for ADUs
Exhibit K .....	Mercury Information Flyer
Exhibit L .....	Pertinent Sheets from the 2 <sup>nd</sup> Set Of Structural Plans for Seismic Retrofit Dated 11/18/16
Exhibit M .....	Photos of Eastern Shear Wall and New Retaining Wall

# EXHIBIT A

## RESIDENTIAL LEASE

Preamble Tenant has occupied Unit #5 for over 10 years. This lease is entered into between the parties as partial satisfaction of a lawsuit filed under the provisions of the San Francisco Rent Stabilization and Arbitration Ordinance, attached hereto as Exhibit A.

Parties The parties to this agreement are CESAR B. VIAJAR, Jr., hereinafter called "Landlord" and JOHN C. PAXTON, hereinafter called "Tenant".

Property Landlord hereby lets the following property to tenant for the term of this agreement, as set forth infra:

- (a) The living unit located at 330 Presidio Avenue, #5, which is a three bedroom apartment;
- (b) Forced air heater, refrigerator, and garbage disposal;
- (c) The areas now used by tenant in the garage and lower back room for storage (including parking for one motorcycle);
- (d) The 54 foot, wool, existing red hall runner, which is the property of Landlord;
- (e) And such other areas as are available to tenants in the building as "common areas".

Rent The monthly rental for said property shall be \$596.24 per month for the term of the lease. The monthly rent may be adjusted on an annual basis by the lesser of (1) 3% or (2) the C.P.I. for "Urban Wage Earners, U.S. Average," for the previous 12 month period. In no event, however, shall any rent increase exceed that which would otherwise be allowed under the San Francisco Residential Rent Stabilization and Arbitration Ordinance or its successor Ordinance. Rental adjustments shall occur on the anniversary date of this Lease, that is, on October 1st of each year. Rent shall be paid on the first of the month.

Landlord and tenant hereby waive all claims and offsets which each may have against the other with regards to the hall runner.

The parties agree that the rental amounts as provided herein will not be subject to the "banking" provisions of rent increases, as might otherwise be applicable under the Rules to the San Francisco Rent Stabilization Ordinance. (San Francisco Administrative Code, 1979).

At the end of this five year term, the rent may be adjusted on an annual basis thereafter by the lesser of (1) the C.P.I. for "Urban Wage Earners, U. S. Average" for the previous 12 month

period, or (2) 3%. Provided, however, said rent increase shall not be in excess of the amount allowed by the San Francisco Rent Stabilization Ordinance or its successor Ordinance.

Quiet Enjoyment Tenant shall be entitled to quiet enjoyment of the property. Where practicable, Tenant shall notify Landlord in writing of conditions or problems at the premises which need to be remedied and Landlord shall make reasonable efforts to provide Tenant with quiet enjoyment after being placed on actual or constructive notice of existing problems.

Term The term of this agreement shall be for 5 years, beginning October 1, 1986 and terminating September 30, 1991, and shall continue on a month-to-month basis thereafter, absent a material violation of this lease which shall constitute a just cause for eviction.

After September 30, 1991, Tenant may only be evicted for those causes stated in subsections 1, 2, 3, 4, 5 and 6 of Section 37.9(a) of the attached San Francisco Rent Stabilization Ordinance, or its successor Ordinance.

Utilities The following utilities are to be paid by the Landlord: Garbage, electricity for common area lighting, hot and cold water.

Use of Property Tenant shall use the property only for residential purposes, except for incidental use in his trade or business, so long as such incidental use does not violate local zoning laws or affect Landlord's ability to obtain fire or liability insurance. No more than four people shall use the premises for residential purposes. Occasional guests will not constitute a breach of this provision. No advertising of the premises to the public for business purposes shall be allowed.

Security Landlord and Tenant agree to take reasonably necessary steps to protect the building and its occupants from vandalism, robbery, burglary, and assault. Landlord agrees to assume all liability for any such loss or damage proximately caused by Landlord, including but not limited to:

- (1) Landlord permitting access or residency to a person known to have a criminal record, or
- (2) Landlord failing to accompany, or give keys to, workmen when working in Unit #5, unless consent is given by Tenant in writing for only an agent to enter, such consent not to be unreasonably withheld.

Futhermore, Landlord agrees to keep all exterior and common areas lit, with working light fixtures and bulbs.

Landlord shall indemnify, and hold Tenant harmless from all claims, loss, damage or expenses, arising out of Landlord's actions, omissions, or torts; or those of his guests, licensees,

or invitees.

Entry by Landlord Landlord may enter the dwelling unit only to make necessary repairs, to exhibit the unit to prospective purchasers, mortgagees, and tenants, and in cases of emergency. Such entries shall not be so frequent as to seriously disturb Tenant's peaceful enjoyment of the premises. Such entries shall take place only with the consent of Tenant, which consent shall not be unreasonably withheld. If, however, Landlord reasonably believes that an emergency (such as fire) exists which requires an immediate entry, such entry may be made without Tenants' prior consent. If such emergency entry occurs, Landlord shall, within two days thereafter, notify Tenant in writing of the date, time, and purpose of such entry.

Deposit Tenant has paid to Landlord a credit of \$400.00 toward the last month's rent.

Landlord's Obligation To Repair and Maintain Landlord agrees to maintain the building, roof, plumbing, electrical and heating system, Tenant's parking space, and grounds in good quality, and in a safe and sanitary condition. Landlord agrees to provide interior paint for Tenant's unit, to clean garbage areas, stairs, and all other common areas at least once a week; Landlord shall also comply with all state and local laws, regulations and ordinances concerning the condition of dwelling units.

Landlord agrees to make repairs with reasonable quality materials and craftsmanship. When items are replaced, Landlord agrees to obtain Tenant's consent with regard to color, style, and quality.

For the purpose of this Lease, the definition of repairs under Civil Code Section 1941 shall be expanded to include water leaks.

If landlord fails to comply with his obligations under this paragraph, in addition to other remedies available under law, Tenant may make such repairs and deduct the cost thereof from the rent.

Landlord agrees not to pass through to Tenant the costs of making repairs under this Section.

Subleasing Landlord agrees to Tenant assigning or subletting the premises, or a portion thereof, providing Tenants obtains Landlord's consent, such consent not to be unreasonably withheld.

Landlord hereby consents to the following as subtenants:  
John Migdal  
Elizabeth O'Brien



Failure to Pay Rent: If Tenant is unable to pay rent when due, but on or before such date he gives Landlord or his agent written notice that they are unable to pay said rent on time and the reasons therefor, Landlord shall attempt to work out with Tenant a procedure for paying such rent as soon as possible. If, after 5 days, Landlord and Tenant are unable to work out such a procedure, Landlord may serve a notice to pay rent or vacate within 3 days, as provided by California Code of Civil Procedure Section 1161.

Termination Upon 30 days written notice, Tenant may terminate this Agreement and vacate the premises.

Lawsuits If either party commences a lawsuit against the other to enforce any provision of this Agreement, the prevailing party shall be awarded court costs and reasonable attorney's fees from the other. Landlord specifically waives any right to recover treble or other punitive damages pursuant to California Code of Civil Procedure Section 1174. Should there be any disputes between the Landlord and Tenant wherein the amount in controversy is less than \$1,500.00, such dispute must be resolved in a Small Claims Court if the two parties cannot resolve the matter by themselves. This provision shall not apply to unlawful detainer actions.

Non-Harassment by Landlord Landlord agrees not to commit any act which will interfere with the Tenant's quiet enjoyment of the premises, nor allow any of his agents, employees, guests, invitees, or licensees, to commit any such act, including, but not limited to: moving, removing, destroying or otherwise disposing of Tenant's possessions from any portion of the property; taking away any or all of tenant's rights to use his storage area; making threats of physical violence against Tenant; making or filing any threat or action seeking recovery of possession (except as provided under "Term" above); failing to make repairs which are needed to maintain the habitability of the property; sending Tenant frivolous or baseless eviction notices; making unnecessary repairs which may interfere with Tenant's quiet enjoyment, or any other act of harassment of Tenant. Violation of this provision shall subject the landlord to liquidated damages in the amount of \$5,000.00. The parties hereby agree and acknowledge that the amount of damages to Tenant resulting from Landlord's breach of this provision are difficult to assess, and that this amount is a reasonable estimate of the damages to Tenant which will result therefrom. The parties agree that this sum is not a penalty or forfeiture. This liquidated damages provision does not limit Tenant's entitlement to recovery of additional damages, provided by law.

Roof Deck and Rear Ground Level Deck Tenant shall retain access to and the occasional use of the existing roof deck and rear, ground-level deck. Said areas shall not be used for storage, nor shall Tenant place potted plants in said areas.

Parking Three parking spaces exist in the garage area, as shown in the sketch attached hereto as Exhibit "B". Spaces "A" and "C" are currently used by landlord, and space "B" is used by another tenant. Tenant shall have the first right to take occupancy of a parking space when it becomes available. Such rights of Tenant shall be cumulative; Tenant's failure to exercise his right, or his decision to relinquish a parking space shall not prevent Tenant from subsequently exercising his right to take occupancy of a space which may later become available. In the event that Cesar B. Viajar vacates his residential tenancy in the building or sells the property, Tenant shall have the first right to rent Parking Space "A", located in the southeast corner of the garage. The rent for any parking space which becomes available during the duration of this Lease terms shall be \$40.00 per month, and shall not be subject to rent increases for the term of this lease.

Memorandum A memorandum of lease is attached hereto as Exhibit "C", shall be executed by both parties, notarized, and recorded in the County Recorder's office. In the event that this lease is terminated and the Tenant vacates, Tenant agrees to withdraw this recorded memorandum from the County Recorder's office within 60 days of full vacancy of the unit and final termination of the tenancy.

Notices All notices and rent provided by this Agreement shall be in writing and shall be given to the other party as follows:

To Tenant: 330 Presidio #5 San Francisco, CA

To the Landlord: 330 Presidio #6 San Francisco, CA

Binding on Heirs This lease shall be binding on and shall inure to the benefit of the heirs, assigns, executors, administrators, and successors of Landlord.

Gender and Number As used herein, the masculine gender shall include the feminine, and the singular shall include the plural.

WHEREFORE, we the undersigned do hereby execute and agree to this Lease.

Dated: 7/3/86

Cesar B. Viajar Jr  
CESAR B. VIAJAR, JR.  
Landlord

Dated: 7/7/86

John C. Paxton  
JOHN C. PAXTON  
Tenant

1 RENT ORDINANCE AS OF FEBRUARY 19, 1984.

2 FILE NO. 188-79

ORDINANCE NO. 276-79

3 AN EMERGENCY ORDINANCE AMENDING THE SAN FRANCISCO ADMINISTRATIVE  
4 CODE BY ADDING CHAPTER 37 THERETO TO ESTABLISH A RENTAL  
5 STABILIZATION AND ARBITRATION BOARD AND PRESCRIBING THE DUTIES  
6 AND POWERS THEREOF; SETTING FORTH GUIDELINES FOR RENTAL  
7 INCREASES; CREATING A CITIZENS' HOUSING TASK FORCE; PROVIDING FOR  
8 TERMINATION DATE.

9 Be it ordained by the People of the City and County of San  
10 Francisco:

11 Section 1. The San Francisco Administrative Code is  
12 hereby amended by adding Chapter 37 thereto reading as follows:

13 CHAPTER 37

14 RESIDENTIAL RENT STABILIZATION AND ARBITRATION ORDINANCE

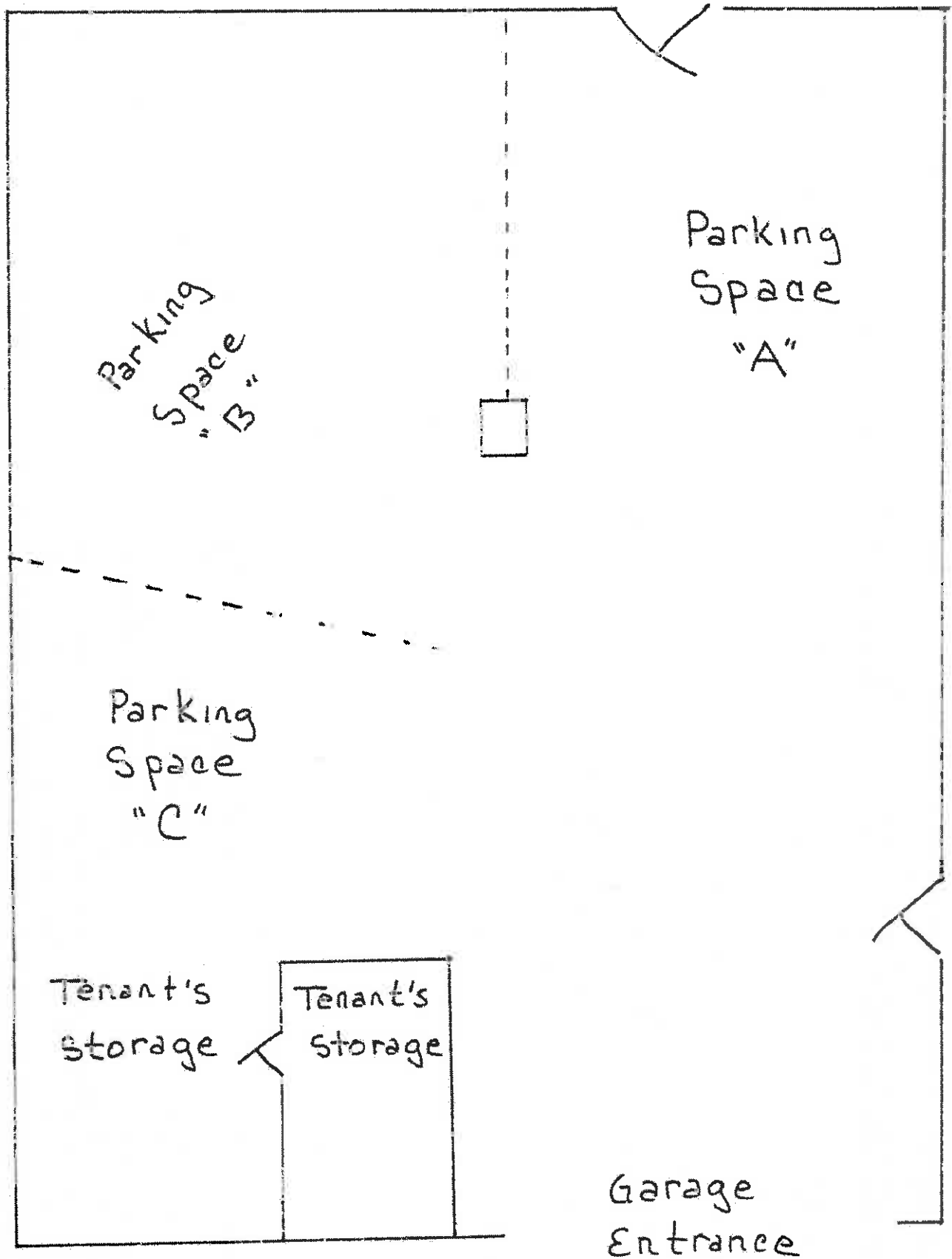
15 Sec. 37.1 Title & Findings

16 (a) This chapter shall be known as the Residential Rent  
17 Stabilization and Arbitration Ordinance.

18 (b) The Board of Supervisors hereby finds:

19 (1) There is a shortage of decent, safe and  
20 sanitary housing in the City and County of San  
21 Francisco resulting in a critically low vacancy  
22 factor.

23 (2) Tenants displaced as a result of their  
24 inability to pay increased rents must relocate but as  
25 a result of such housing shortage are unable to find  
26 decent, safe and sanitary housing at affordable rent



Front of Building

EXHIBIT B

\* Return to:  
JOHN C PAXTON  
330 PRESIDIO AVE  
#5  
SAN FRANCISCO  
CA 94115

SAN FRANCISCO  
RECORDER'S OFFICE

DOC- 0829486

Friday, July 11, 1986 09:05:11am  
Rec 3.00 --- Pa 1.00  
LIC 1.00 --- HMC 10.00  
CFA 5.00 ---  
TOTAL 9.00

MEMORANDUM OF LEASE

REEL E127 IMAGE 1027

THIS MEMORANDUM OF LEASE is made and entered into by and between CESAR B. VIAJAR, Jr., a single person, herein called "Lessor," and JOHN PAXTON, a single person, herein called "Lessee," to witness that:

Lessor hereby leases to Lessee for a term of 5 years commencing on October 1, 1986, and ending on September 30, 1991, and continuous thereafter on a month-to-month basis, on the terms and conditions set forth in that certain lease by and between the parties hereto dated October 1, 1986, all the terms and conditions of which lease are made a part hereof as though fully set forth herein, all those certain premises in the County of San Francisco, State of California, described as follows:

That part of the real property located in City and County of San Francisco commonly known as: 330 Presidio Avenue, also known as Assessor's Lot #19 of Block 1007 designated as Apartment 5

EXECUTED on July 3, 1986 at San Francisco  
County California.

Cesar B. Viajar Jr  
CESAR B. VIAJAR, Jr.  
LESSOR

John Paxton  
JOHN PAXTON  
LESSEE

DOCUMENTARY TRANSFER TAX \$ 0  
 COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, OR  
 COMPUTED ON FULL VALUE LESS LIENS & ENCUMBRANCES  
REMAINING THEREON AT TIME OF SALE  
Signature of declarant or agent determining tax - firm name

State of California  
County of SAN FRANCISCO

On this 3rd day of July, 1986,  
before me, Lorraine J Bell the  
undersigned Notary Public, personally appeared  
CESAR B. VIAJAR, JR  
personally known to me

proved to me on the basis of satisfactory evidence  
to be the person(s) whose name(s) is subscribed to the  
within instrument, and acknowledged that he executed it.  
WITNESS, my hand and official seal.

Lorraine J Bell  
Notary's Signature

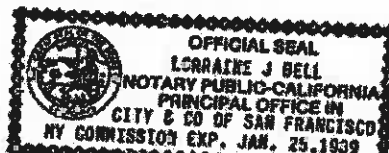


EXHIBIT C

# EXHIBIT B



**NOTICE**

**SPECIAL INSPECTION REQUIREMENTS**

Please note that the Special Inspections shown on the approved plans and checked on the Special Inspections form issued with the permit are required for this project. The employment of special inspectors is the direct responsibility of the owner or the engineer/architect of record acting as the owner's representative.

These special inspections are required in addition to the called inspections performed by the Department of Building Inspection. The name of the special inspector shall be furnished to the district building inspector prior to start of work for which special inspection is required.

For questions regarding the details or extent of required inspection or tests, please call the Plan Checker assigned to this project or 415-558-6132. If there are any field problems regarding special inspection, please call your District Building Inspector or 415-558-6570.

Before final building inspection is scheduled, documentation of special inspection compliance must be submitted to and approved by the Special Inspection Services staff. To avoid delays in this process, the project owner should request final compliance reports from the architect or engineer of record and/or special inspection agency soon after the conclusion of work requiring special inspection. **The permit will not be finalized without compliance with the special inspection requirements.**

**STRUCTURAL OBSERVATION REQUIREMENTS**

Structural observation shall be provided as required per Section 1704.5. The building permit will not be finalized without compliance with the structural observation requirements.

**Special Inspection Services Contact Information**

- Telephone: (415) 558-6132
- Fax: (415) 558-6474
- Email: [dbi.specialinspections@sfdph.org](mailto:dbi.specialinspections@sfdph.org)
- In person: 3<sup>rd</sup> floor at 1680 Mission Street

Note: We are moving towards a 'paperless' mode of operation. All special inspection submittals, including final letters, may be emailed (preferred) or faxed. We will also be shifting to a paperless fax receipt mode.

Special Inspection Services  
1680 Mission Street - San Francisco CA 94103  
Office (415) 558-6132 - FAX (415) 558-6474 - [www.sfdph.org](http://www.sfdph.org)

**DESIGN CRITERIA**

- Compliance is to be based on IEBC Appendix C, Chapter A4 or so as to be seismic retrofitted.
- Design base shear is to be equal to 75% of the value needed for new construction.
- R-value of 6.5 to be used, corresponding to a wood shearwall.

Site Class D  
Additional values:  
S<sub>1</sub>s = 1.504    S<sub>1</sub> = 1.018    S<sub>ds</sub> = 1.003    S<sub>d1</sub> = 0.679  
F<sub>a</sub> = 1.0    F<sub>v</sub> = 1.5    I = 1.0

**SCOPE OF WORK**

- SOFT STORY:**
- INSTALL (N) SHEARWALLS TO COMPLY W/ SEBC CHAPTER 34B
  - COMPLIANCE METHOD: IEBC APPENDIX CHAPTER A4

**FIRE SAFETY NOTES**

- ALL EXITS TO BE MAINTAINED DURING & AFTER CONSTRUCTION
- ALL FIRE RATINGS TO BE RESTORED AFTER CONSTRUCTION
- ALL PENETRATIONS TO BE REPAIRED
- MUST MAINTAIN EXISTING FIRE LIFE SAFETY SYSTEMS DURING CONSTRUCTION

**SPECIAL INSPECTION AND STRUCTURAL OBSERVATION**  
A COPY OF THIS DOCUMENT SHALL BE KEPT WITH THE APPROVED STRUCTURAL DRAWING SET

JOB ADDRESS: 330 PRESIDIO AVE / APPLICATION NO. \_\_\_\_\_ / DEPARTMENT NO. \_\_\_\_\_  
OWNER NAME: \_\_\_\_\_ / OWNER PHONE NO. (\_\_\_\_\_) \_\_\_\_\_

Employment of Special Inspection is the direct responsibility of the OWNER, or the engineer/architect of record acting as the owner's representative. Special Inspector shall be one of those prescribed in Sec. 1704. Name of special inspector shall be furnished to DBI District Inspector prior to start of the work for which the Special Inspection is required. Structural observation shall be performed as provided by Section 1704.5. A preconstruction conference is recommended for owner/builder or designer/builder projects, complex and highrise projects, and for projects utilizing new processes or materials.

In accordance with Sec. 1701;1703;1704; 1705 (2013 SFBC), Special Inspection and/or testing is required for the following work:

- |  |  |  |
|--|--|--|
| 1. <input checked="" type="checkbox"/> Concrete placement & curing                   | 4. <input type="checkbox"/> High-strength bolting                                      | 18. <input type="checkbox"/> Bolts installed in existing concrete masonry  |
| 2. <input checked="" type="checkbox"/> Bolts installed in concrete                   | 7. <input type="checkbox"/> Shotcrete masonry  | <input checked="" type="checkbox"/> Concrete <input type="checkbox"/> Masonry                                      |
| 3. <input type="checkbox"/> Special moment-resisting concrete frame                  | 8. <input type="checkbox"/> Reinforced gypsum concrete                                 | <input type="checkbox"/> Pullout tests per SFBC Sec. 1707C & 1707D   |
| 4. <input checked="" type="checkbox"/> Reinforcing steel and post-tensioning tendons | 9. <input type="checkbox"/> Insulating concrete fill                                   | 19. <input checked="" type="checkbox"/> Shear walls and floor systems used as shear diaphragms                     |
| 5. <b>Structural welding:</b>  | 10. <input type="checkbox"/> Spray-on fireproofing                                     | <input type="checkbox"/> Columns   |
| A. <b>Periodic visual inspection</b>   | 11. <input type="checkbox"/> Piers, diaphragms and joists                              | 20. <input checked="" type="checkbox"/> Columns  |
| <input checked="" type="checkbox"/> Single pass fillet welds 1/8" or smaller         | 12. <input type="checkbox"/> Shotcrete   | 21. <b>Special cases:</b>  |
| <input type="checkbox"/> Grooves   | 13. <input type="checkbox"/> Special grouting, installation of filling (C.A. Engineer) | <input type="checkbox"/> Sliding   |
| <input type="checkbox"/> Welded studs  | 14. <input type="checkbox"/> Concrete-core system                                      | <input type="checkbox"/> Underpinning <input type="checkbox"/> Not affecting adjacent property                     |
| <input type="checkbox"/> Cold formed studs and joists                                | 15. <input type="checkbox"/> Demolition  | <input type="checkbox"/> Others  |
| <input type="checkbox"/> Cast-in-place concrete                                      | 16. <input type="checkbox"/> Exterior framing  | 22. <input type="checkbox"/> Crane safety (Apply to the competent person on high-rise buildings) (Section 1705.21) |
| <input type="checkbox"/> Reinforcing steel and <input type="checkbox"/> NDT required | 17. <b>Retrofit of unreinforced masonry buildings:</b>                                 | 23. <input type="checkbox"/> Other: "As recommended by professional of record"                                     |
| <input checked="" type="checkbox"/> Moment-resisting frames                          | <input type="checkbox"/> Testing of masonry quality and shear flow                     |  |
| <input type="checkbox"/> Other: _____  | <input type="checkbox"/> Inspection of reinforcing operations                          |  |
|  | <input type="checkbox"/> In-situ testing of new shear walls                            |  |
|  | <input type="checkbox"/> Pre-tensioning inspection for embedded bolts                  |  |
|  | <input type="checkbox"/> Pullout tests per SFBC Sec. 1707C & 1707D                     |  |

24. Structural observation per Sec. 1704.5 (2013 SFBC) for the following:  Foundation  Steel framing  Concrete construction  Masonry construction  Other: \_\_\_\_\_

25. Certification is required for:  Glulam components  
Prepared by: HAROLD HOYBELL Phone: (415) 692-3383  
Engineer/Architect of Record

Required signature: \_\_\_\_\_  
FAX: (415) 276-4515    Email: [MATTHEMERCURYENGINEERS.COM](mailto:MATTHEMERCURYENGINEERS.COM)

Review by: \_\_\_\_\_ Phone: (415) 558-\_\_\_\_\_  
DBI Engineer or Plan Checker

APPROVAL (Based on submitted reports.)

JATE \_\_\_\_\_ DBI Engineer or Plan Checker / Special Inspection Services Staff

QUESTIONS ABOUT SPECIAL INSPECTION AND STRUCTURAL OBSERVATION SHOULD BE DIRECTED TO: Special Inspection Services (415) 558-6132 or (415) 558-6474 or (415) 558-6570 or FAX (415) 558-6474

**PROPERTY DATA:**

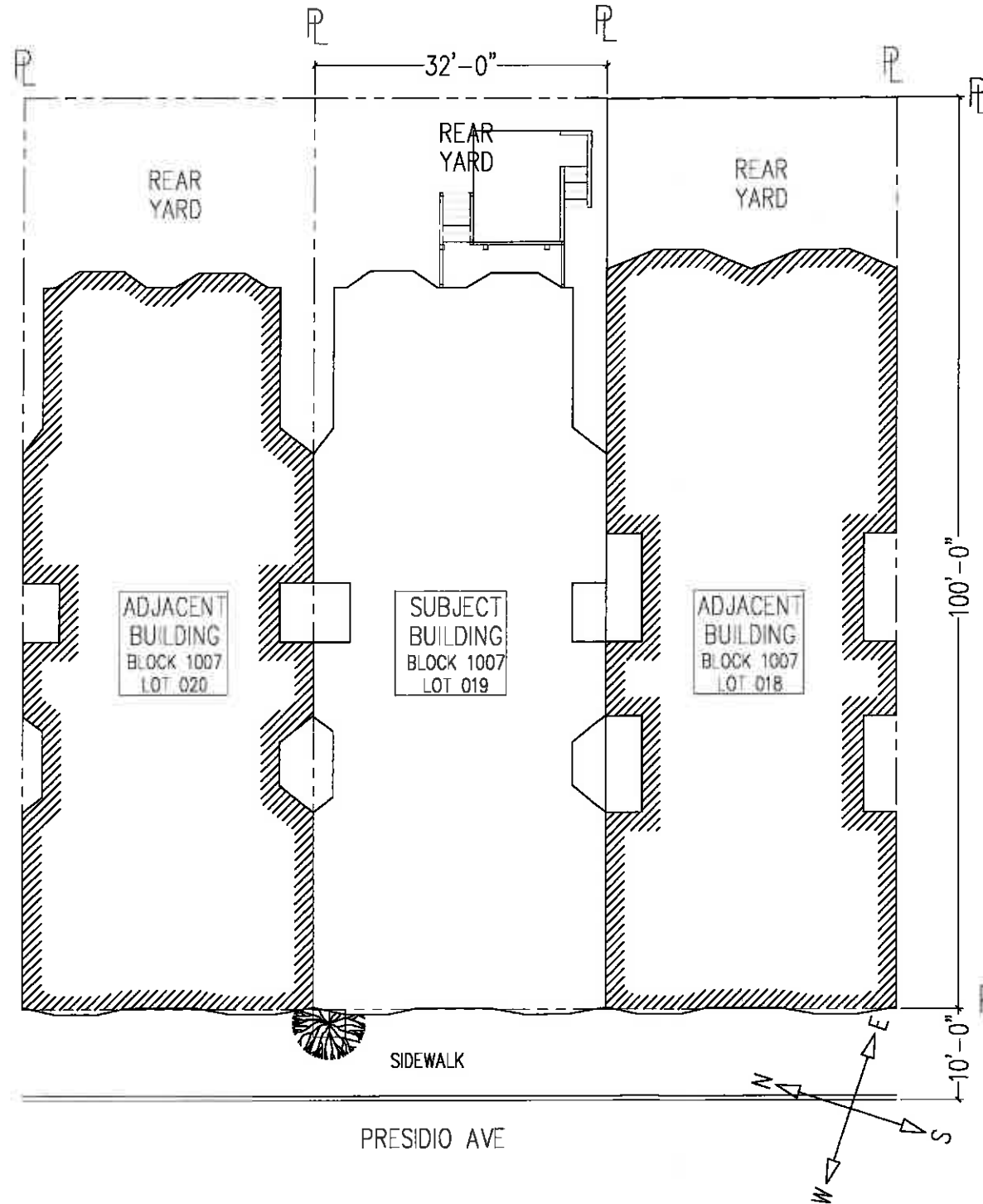
ADDRESS: 330 Presidio Ave  
BLOCK/LOT: 1007/019  
TYPE OF CONSTRUCTION: V-B  
PRESENT USE: RESIDENTIAL  
OCCUPANCY CLASS: R-2  
NUMBER OF UNITS: 6

**DRAWING INDEX**

- A1: PROPERTY INFORMATION  
PROPERTY MAP  
SPECIAL INSPECTION FORM  
A2: GROUND FLOOR PLANS  
A3: UPPER FLOOR PLANS  
  
S1: GENERAL NOTES  
S2: FOUNDATION PLANS  
S3: FRAMING PLANS  
  
D1: SHEAR WALL DETAILS

**GENERAL NOTES**

THESE DRAWINGS REPRESENT APPROXIMATIONS OF EXISTING CONDITIONS. ALL CONDITIONS AND DIMENSIONS ARE TO BE FIELD VERIFIED BY CONTRACTORS PRIOR TO CONSTRUCTION.



**1 (E) PLOT PLAN**  
SCALE: 1/8" = 1'-0"

330 Presidio Ave  
BLOCK 1007/LOT 019  
330 Presidio Ave  
SAN FRANCISCO, CA



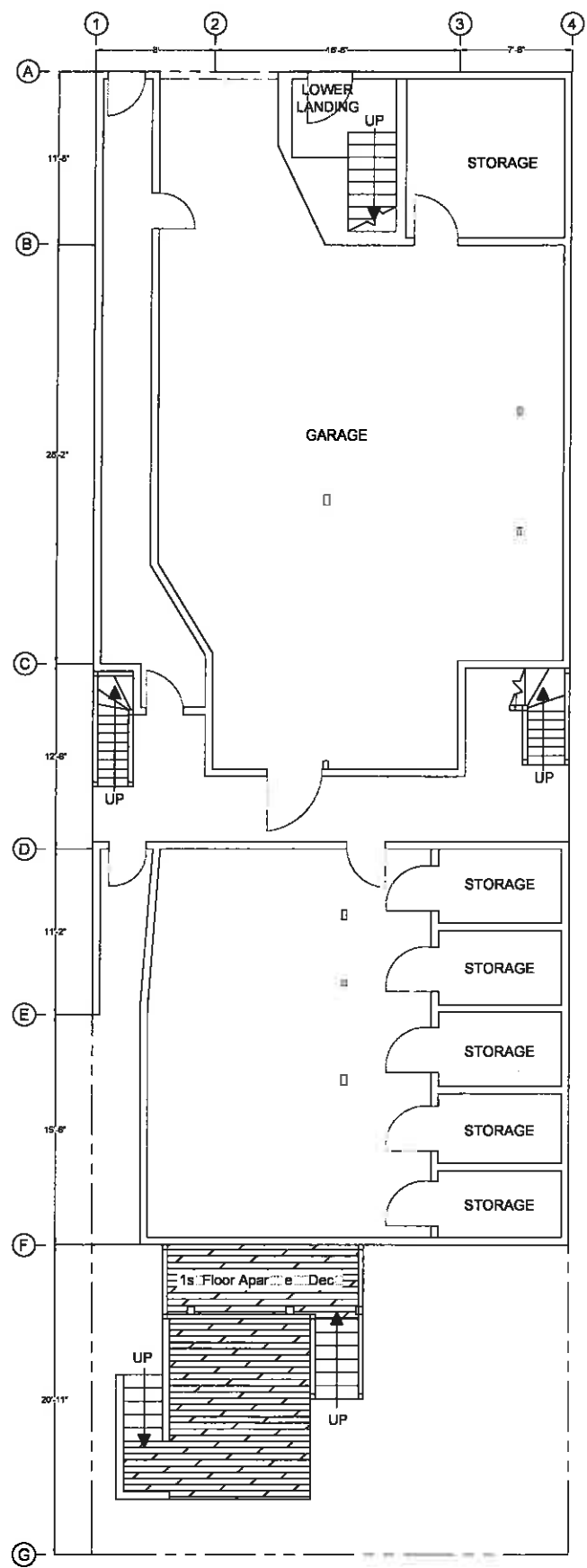
**MERCURY ENGINEERING**  
1760 Mission Street  
San Francisco CA 94103  
phone: 415.692.0496  
fax: 415.276.4515

DATE: AUG 2015  
SIZE: 24x36  
SCALE: 1/8" = 1'-0"

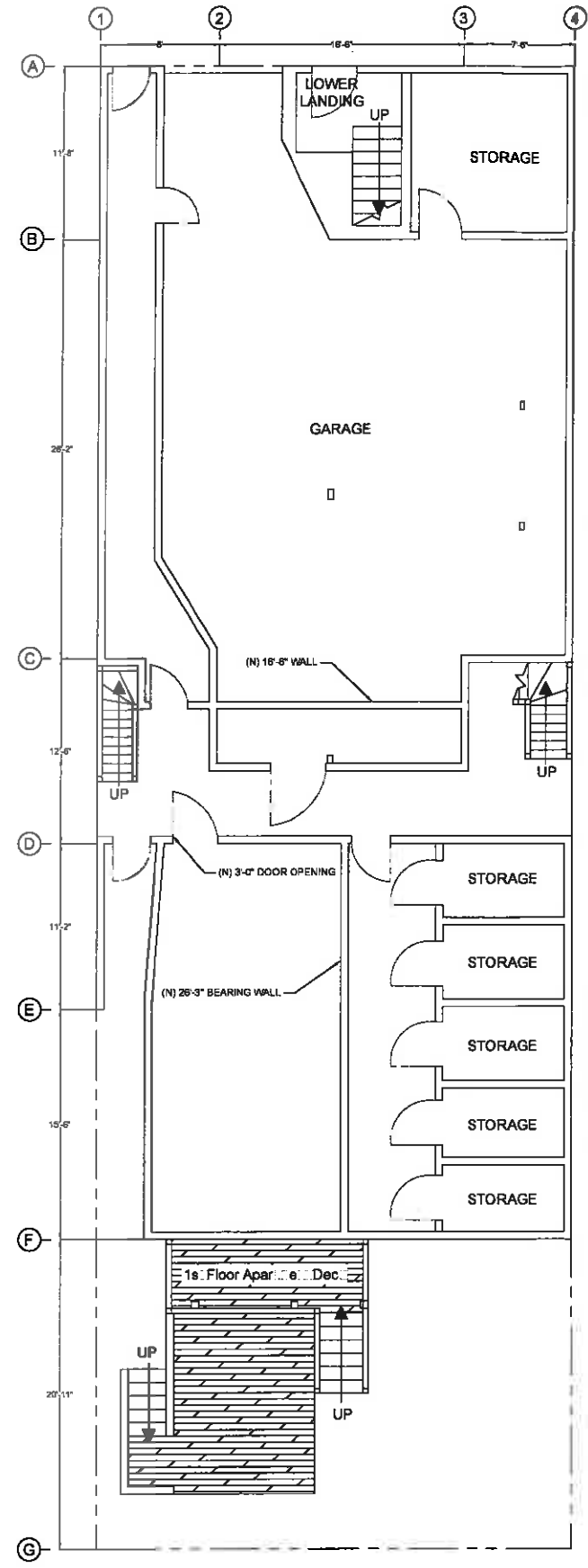
PROPERTY INFORMATION  
PROPERTY PLAN  
SPECIAL INSPECTION FORM

**A1**





1 (E) GROUND FLOOR PLAN  
SCALE: 3/16" = 1'-0"



2 (N) GROUND FLOOR PLAN  
SCALE: 3/16" = 1'-0"



**MERCURY ENGINEERING**  
 1760 Mission Street  
 San Francisco CA 94103  
 phone: 415.692.0496  
 fax: 415.276.4515

DATE: AUG 2015

SIZE: 24x36

SCALE: 3/16" = 1'-0"

(E) GROUND FLOOR PLAN  
 (N) GROUND FLOOR PLAN

# A2

# GENERAL NOTES

330 Presidio Ave  
BLOCK 1007/LOT 019  
330 Presidio Ave  
SAN FRANCISCO, CA

## 1. GENERAL CONDITIONS

- A. Details and dimensions of construction shall be verified at the site by the Contractor, and discrepancies between the plan and existing conditions shall be promptly reported to the Structural Engineer.
- B. Do not scale these drawings.
- C. All works shall comply with the requirements of CBC 2013, SFBC 2013, and IBC 2012
- D. Mercury Engineering Group assumes no responsibility for the supervision of construction or proper execution of the work shown on these drawings. Safety methods and techniques are the sole responsibility of the Contractor.

## 2. SHORING AND BRACINGS

- A. It shall be the Contractor's sole responsibility to design and provide adequate shoring, bracings, etc. as required for the protection of life and property prior to and during all construction. Such design and method of shoring and bracing shall be submitted to the Structural Engineer for review prior to such works.
- B. It shall be the Contractor's sole responsibility to design and provide underpinning for adjacent structure as required for protection of life and property to all construction. Such design and method of underpinning shall be submitted to the Structural Engineer for review prior to such works.
- C. Pouring in sections: 5'-0" sections in four-phase sequence typ. Section size allowed to be increased per soils engineer or E.O.R.

## 3. FOUNDATIONS

- A. Allowable soil pressure: for D.L. + L.L. =1500 psf
- B. All footing shall bear on undisturbed soil below natural or finished grade, whichever is lower.
- C. Where there is a differential elevation at bottoms of adjacent foundation which exceeds two feet (2'-0"), foundation shall be stepped as shown on stepped footing details.
- D. Foundation wall backfill shall be brought up simultaneously on each side so that earth level on one side is never more than 8" than the otherside unless approved shoring is provided.

## 4. BACKFILL

- A. Fill shall be free from organic matter and other deteriorate substances.
- B. Rock base shall be graded mineral aggregate.
- C. Sand shall be natural conforming to ASTM C35.
- D. Vapor barrier shall be 6-mil polyethylene.
- E. Compaction: Compact fill shall be done by power tamping, rolling or combinations thereof in layers 8 inches or less to at least 90 percent relative compaction.

## 5. CONCRETE

- A. Basis for design: See Figure 5A
- B. All reinforcing steel bar shall be ASTM A615 Grade 40 for #4 and smaller, and ASTM A615, Grade 60 for #5 and larger.  
All Welded-Wire Fabric shall be ASTM A185  
All Tie Wire shall be ASTM A82 black annealed
- C. Minimum concrete protection for reinforcements shall be 3" (to face of bars) where concrete is poured against earth, 2" where concrete is poured against forms below ground, and 1 1/2" unless indicated on the drawings, where concrete is poured elsewhere.
- D. All reinforcing, anchor bolts, inserts etc. shall be rigidly secured in place prior to pouring concrete. All horizontal reinforcing to be supported on galvanized chairs except that mortar blocks or other approved methods of support shall be used at footings, and slab on grade.
- E. Formwork  
Lumber: D.F., Construction Grade, SIS2E  
Plywood: APA Graded, Plyform, B-B Ext.  
Paper: For all around concrete columns, Sonotube Fiber Forms as manufactured by Sonoco Co., or Economold as manufactured by Deslaurers Column Mould Co. or equal.

## 6. CARPENTRY

- A. Beams, joists and purlins shall only be cut as shown on drawings. Holes and cutouts shall not be larger than 1/5 of the depth of member from top nor be located farther than 3 times depth of member from supports.
- B. Timber fasteners and hangers shall be as manufactured by Simpson Company or equal.
- C. All nails shall be common nails.
- D. Framing lumber shall be Douglas Fir (Unless otherwise noted)  
Sill: Grade #2 or better  
Plates: Grade #2 or better  
Joists: Grade #1  
Posts: Grade #1  
Studs: Grade #2
- E. Plywood sheathing shall be Douglas Fir, Grade 1, C-C exterior "Exposure 1", unless noted otherwise.
- F. Parallam strand lumber (PSL) 2.0 E Douglas fir parallam PSL by MacMillan or approved equal
- G. All wood exposed to weather shall be Pressure Treated Wood or Redwood (grade: clear Structural). All bolt and nail holes shall be caulked & sealed with appropriate caulking material. Contractor should check to make sure that each piece of Lumber & Plywood bears an appropriate mark certifying by the preservative treater with the treating and drying provisions of the American Wood Preservers Bureau AWPB-FDN Standard.

## 7. STRUCTURAL STEEL

- A. All structural steel shapes, plates, and bars shall conform with ASTM A-992.
- B. Pipe columns shall conform with ASTM A53, Grade B.
- C. Fabrication and erection shall be in accordance with the latest AISC Spec. All Welding shall be done by certified welders.
- D. All anchor bolts and acorn bolts shall be ASTM A307. All steel reinforcement bolts shall be ASTM A325. All welding electrodes shall be ASTM A233, E70XX6.
- E. All steel exposed to weather shall be galvanized.

## 8. SHOTCRETE

- A. All reinforcing steel bar shall be #5 and smaller
- B. Minimum concrete protection for reinforcements shall be 2 1/2" (to face of bars). Where bars larger than #5 are permitted, there shall be a minimum clearance between parallel bars equal to six diameters of the bars used.
- C. Splices: Lap splices of reinforcing bars shall utilize the noncontact lap splices method with a minimum clearance of 2 inches between bars.
- D. Shotcrete shall not be applied to spirally tied columns
- E. Rebound: Any rebound or accumulated loose aggregate shall be removed from the surfaces to be covered prior to placing the initial or any succeeding layers of shotcrete. Rebound shall not be used as aggregate.
- F. Joints: Unfinished work shall not be allowed to stand for more than 30 minutes unless edges are sloped to a thin edge. Before placing additional material adjacent to previously applied work, sloping and square edges shall be cleaned and wetted.
- G. Damage: In-place shotcrete that exhibits sags, sloughs, segregation, honeycombing, sand pockets or other obvious defects shall be removed and replaced. Shotcrete above sags and sloughs shall be removed and replaced while still plastic.
- H. Curing: Shotcrete shall be maintained above 40 F and in moist condition.  
Initial Curing: Shotcrete shall be kept continuously moist for 24 hrs after shotcreting is complete or shall be sealed with an approved curing compound.  
Final Curing: Final curing shall continue for seven days after shotcreting, or for three days if high-early-strength cement is used, or until the specified strength is obtained. Final curing shall consist of the initial curing process or the shotcrete shall be covered with an approved moisture-retaining cover.
- I. Strength Test: Strength test shall be made by an approved agency on specimens that are representative to the work and which have been water soaked for at least 24 hrs prior to testing. When maximum-size aggregate

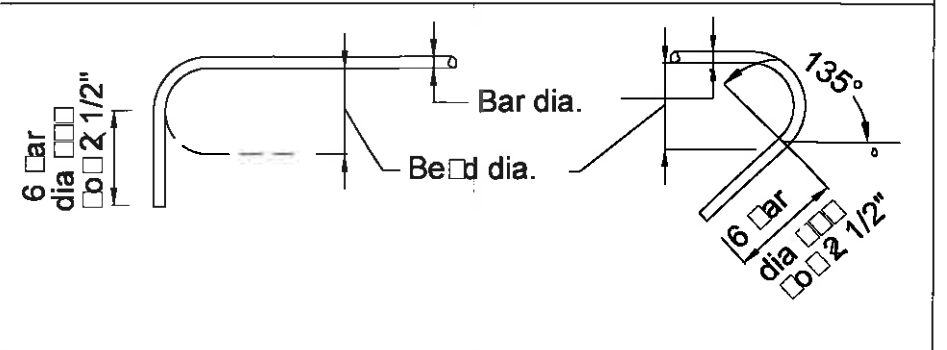
## 8. SHOTCRETE (cont.)

- is larger than 3/8 inch, specimens shall consist of not less than 3-inch-dia. cores or 3-inch cubes. When the maximum-size aggregate is 3/8 inch or smaller specimens shall consist of not less than 2-inch-dia. cores or 2-inch cubes.
- J. Sampling: Specimens shall be taken from the in-place work or from test panels, and shall be taken at least once each shift, but not less than one for each 50 cubic yards of shotcrete.
- K. Panel Criteria: When the maximum-size aggregate is larger than 3/8 inch, the test panels shall have minimum dimensions of 18 inches by 18 inches. When the maximum size aggregate is 3/8 inches or smaller, the test panels shall have minimum dimensions of 12 inches by 12 inches. Panels shall be shot in the same position as the work, during the course of the work and by the nozzlemen doing the work. The conditions under which the panes are cured shall be the same as the work.
- L. Acceptance Criteria: The average compressive strength of the three cores from the in-place work or a single test panel shall equal or exceed 0.85 f'c with no single core less than 0.75 f'c. The average compressive strength of three cubes taken from the in-place work or a single test panel shall equal or exceed f'c with no individual cube less than 0.88 f'c. To check accuracy, locations represented by erratic core or cube strength shall be retested.

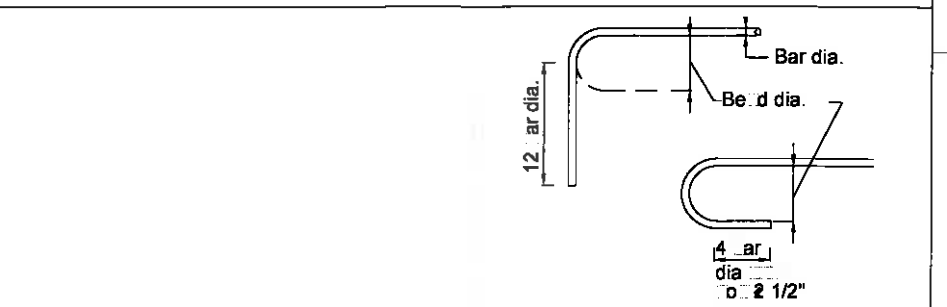
## FIGURE 5A: CONCRETE DESIGN BASIS

	Min. Strength @ 28 days, psi	Max. Aggregate size, in.	Max. Spacing, in.	Max. Water content, %	Max. Drift, in.	Aggregate Type
Spread Footings & Grade Beams	3000	1	3	5	--	Hard Rock
Slab on Grade	3000	3/4	2 1/2	6	4	Hard Rock
Shotcrete	4000	3/4	--	--	--	Hard Rock

## FIGURE 5B: TYPICAL HOOK FOR TIES & STIRRUP REINFORCEMENT



## FIGURE 5C: TYPICAL HOOK FOR MAIN REINFORCEMENT

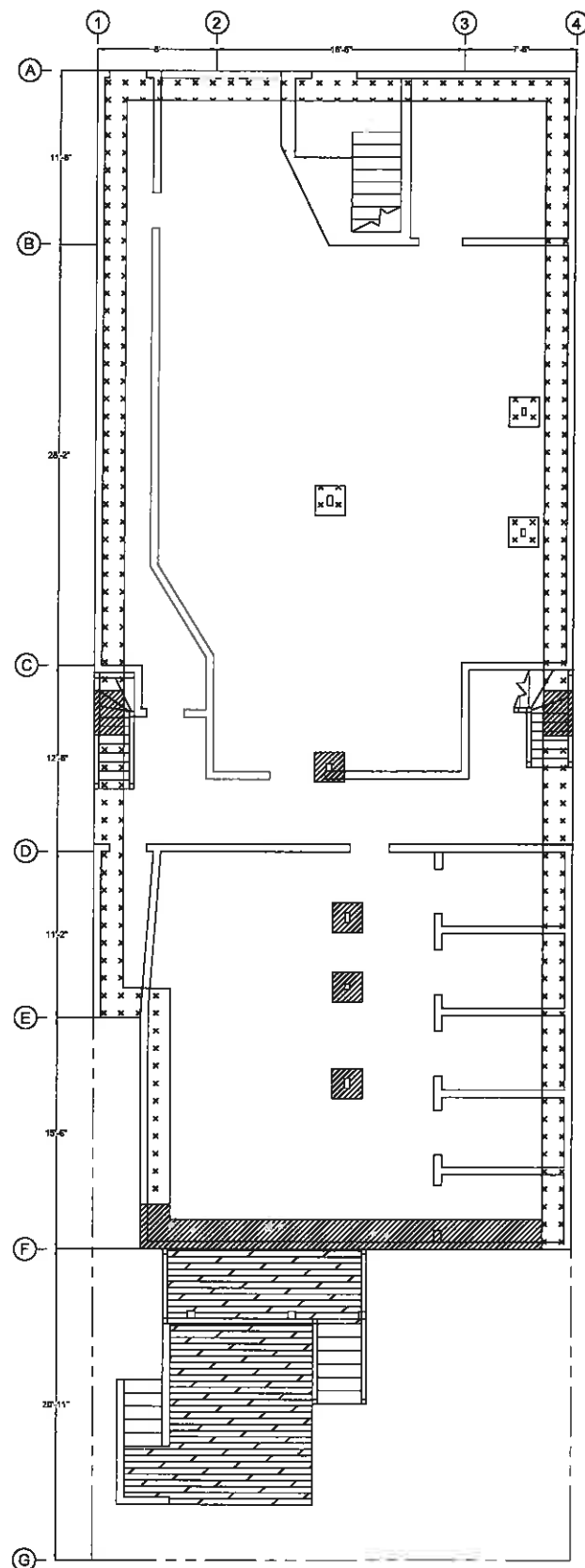


**MERCURY ENGINEERING**  
1760 Mission Street  
San Francisco CA 94103  
phone: 415.692.0496  
fax: 415.276.4515

DATE: AUG 2015  
SIZE: 24x36  
SCALE: N/A

GENERAL NOTES

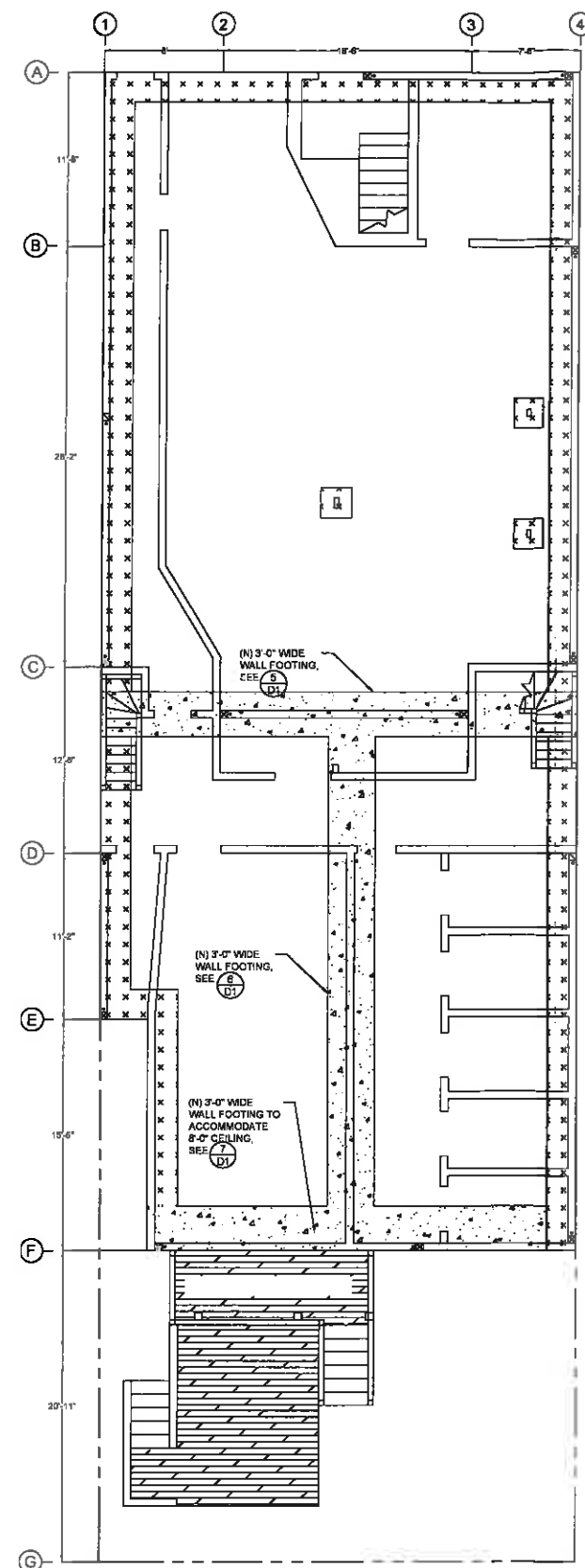
# S1



**FOUNDATION LEGEND**

- (E) FOUNDATION TO REMAIN\*
- (E) FOUNDATION TO BE REMOVED
- (N) FOUNDATION\*\*
- \*WHERE (E) FOUNDATION INTERSECTS (N) FOUNDATION, DOWEL AND EPOXY CONNECTION TO BE USED, SEE DETAIL
- \*\*REPLACE (E) SLAB ON GRADE AS NECESSARY FOR (N) FOUNDATION, SEE DETAIL

**1 (E) FOUNDATION PLAN**  
SCALE:  $\frac{3}{16}'' = 1'-0''$



**FOUNDATION LEGEND**

- (E) FOUNDATION TO REMAIN\*
- (E) FOUNDATION TO BE REMOVED
- (N) FOUNDATION\*\*
- \*WHERE (E) FOUNDATION INTERSECTS (N) FOUNDATION, DOWEL AND EPOXY CONNECTION TO BE USED, SEE DETAIL
- \*\*REPLACE (E) SLAB ON GRADE AS NECESSARY FOR (N) FOUNDATION, SEE DETAIL

**2 (N) FOUNDATION FLOOR PLAN**  
SCALE:  $\frac{3}{16}'' = 1'-0''$



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1760 Mission Street  
San Francisco CA 94103  
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DATE: AUG 2015

SIZE: 24x36

SCALE:  $\frac{3}{16}'' = 1'-0''$

(E) FOUNDATION PLAN  
(N) FOUNDATION PLAN

**S2**



**MERCURY ENGINEERING**  
1760 Mission Street  
San Francisco CA 94103  
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fax: 415.276.4515

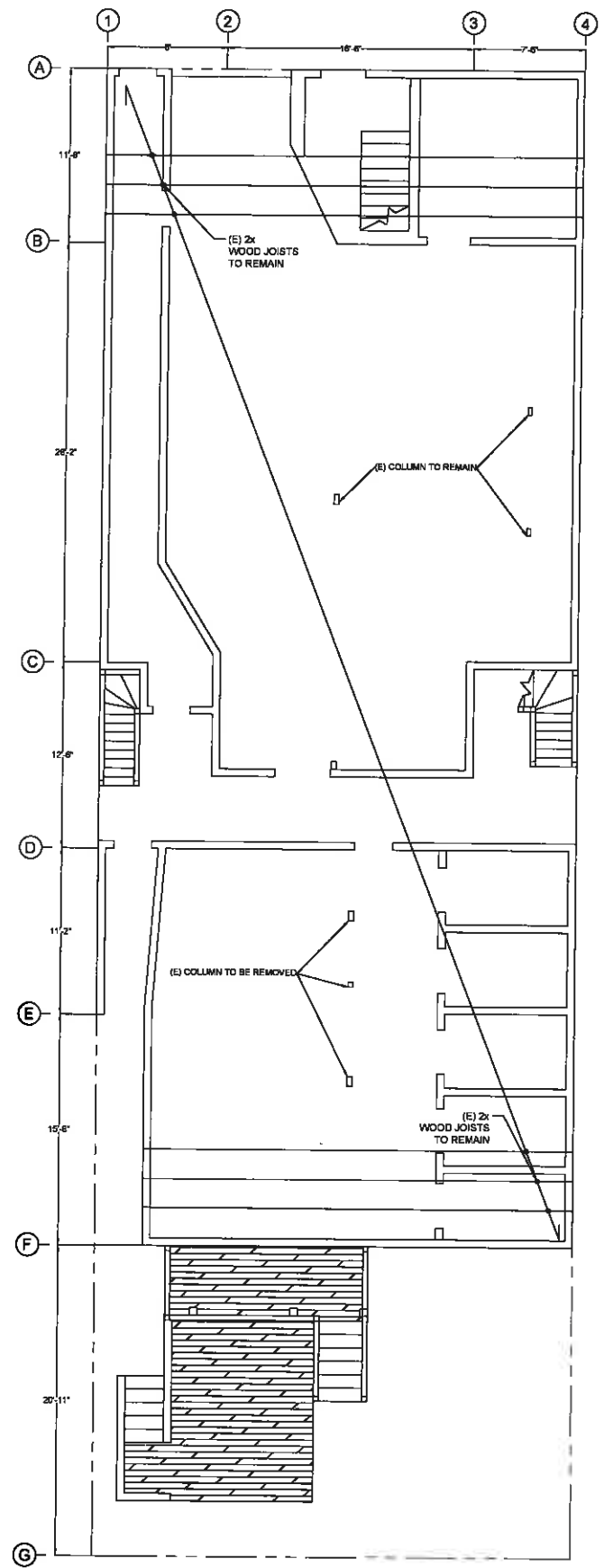
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SIZE: 24x36

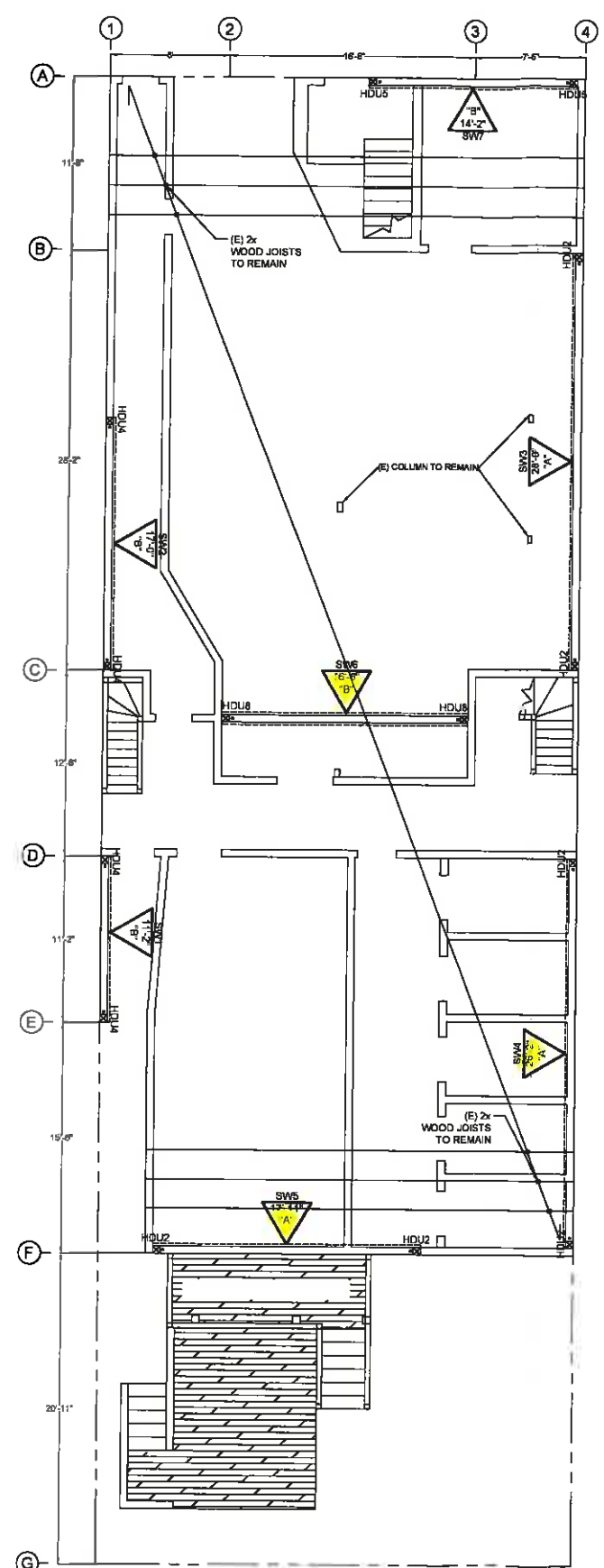
SCALE:  $\frac{3}{16}'' = 1'-0''$

(E) FRAMING PLAN  
(N) FRAMING PLAN

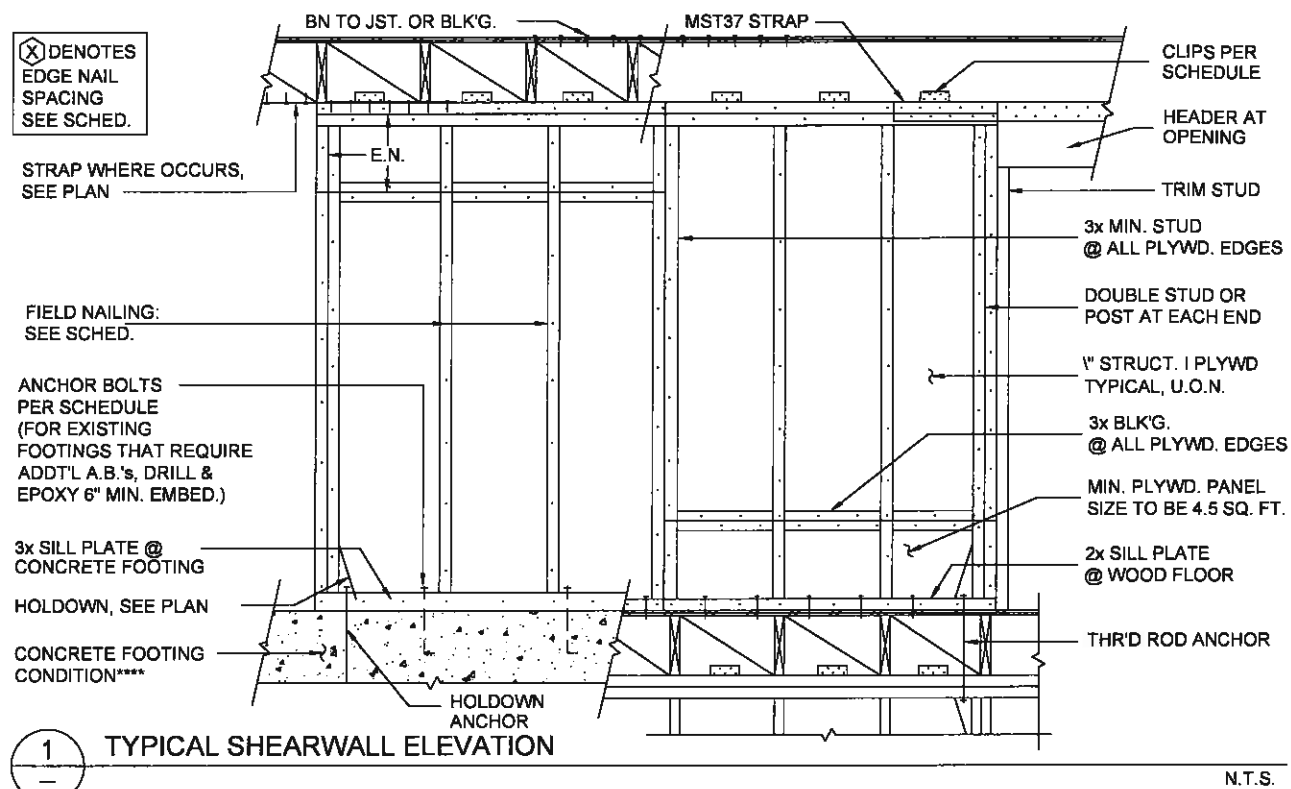
**S3**



**1 (E) FRAMING PLAN**  
SCALE:  $\frac{3}{16}'' = 1'-0''$



**2 (N) FRAMING PLAN**  
SCALE:  $\frac{3}{16}'' = 1'-0''$



1 TYPICAL SHEARWALL ELEVATION

N.T.S.

**SHEARWALL CONNECTION SCHEDULE**

MARK*	EDGE NAILING	FDN. PLATE ANCHORS**	FIELD NAILING	A35 SPACING
A	10d @6"o.c.	3/8" @32"o.c.	10d @6"o.c.	1'-4"
B	10d @4"o.c.	3/8" @24"o.c.	10d @6"o.c.	0'-10"
C***	10d @3"o.c.	3/8" @16"o.c.	10d @6"o.c.	0'-8"
D***	10d @2"o.c.	3/8" @12"o.c.	10d @4"o.c.	0'-6"

\* ALL PLYWOOD TO BE WSP, STRUCTURAL 1, 15/32"  
\*\* ALL SILL PLATE ANCHOR BOLTS REQUIRE 3"x3"x3/4" WASHERS, W/ 2x AS MANY CONNECTORS FOR DOUBLE PANEL SHEARWALL  
\*\*\* USE 3x FRAMING MEMBERS AT ABUTTING PANELS WHEN EDGE NAILING IS SPACED CLOSER THAN 3" O.C., AND FOR DOUBLE PANEL SHEARWALL  
\*\*\*\* EXISTING CONCRETE FOUNDATIONS TO BE TESTED BY SPECIAL INSPECTOR OR E.O.R. OK TO RETAIN EXISTING CONCRETE FOOTING IF PULL TEST WITH SIMPSON SET-XP EPOXY EXCEEDS HOLDDOWN CAPACITY

**SHEARWALL & HOLDDOWN SCHEDULE**

SHEARWALL				HOLDDOWNS			ANCHORS			
SW	MARK	LENGTH (FT)	SIDES	HOLD DOWN	# USED	CAP. (LBS)	DIA. (IN)	A.B.	EMBED. (IN.)	EPOXY
1	B	11.18	1	HDU4	2	3285	5/8	TR	12.00	Y
2	B	17.00	1	HDU4	2	3285	5/8	TR	12.00	Y
3	A	28.00	1	HDU2	2	2215	5/8	TR	12.00	Y
4	A	26.20	1	HDU2	2	2215	5/8	TR	12.00	Y
5	A	17.95	1	HDU2	2	2215	5/8	PAB5	6.00	N
6	B	16.50	2	HDU8	2	5665	7/8	PAB7	8.50	N
7	B	14.20	1	HDU5	2	4065	5/8	TR	12.00	Y

**HEADER SCHEDULE**

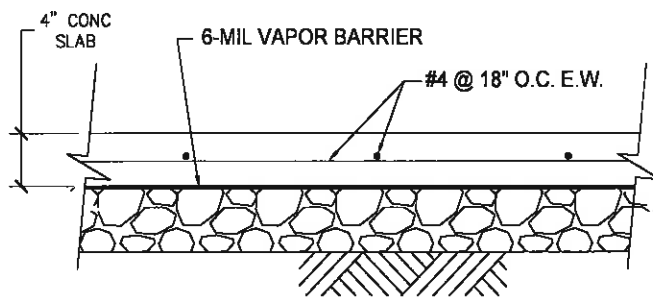
OPENING WIDTH	HEADER SIZE*
UP TO 3'-0"	2-2x6
3'-0" TO 5'-0"	2-2x8
5'-0" TO 7'-0"	2-2x10
7'-0" TO 9'-0"	2-1 1/2"x9" ML

\*HEADER NOT REQUIRED AT NON-BEARING WALL

1" PLYWOOD @ 2x4 WALL  
RIGID INSULATION @ 2x6 WALL

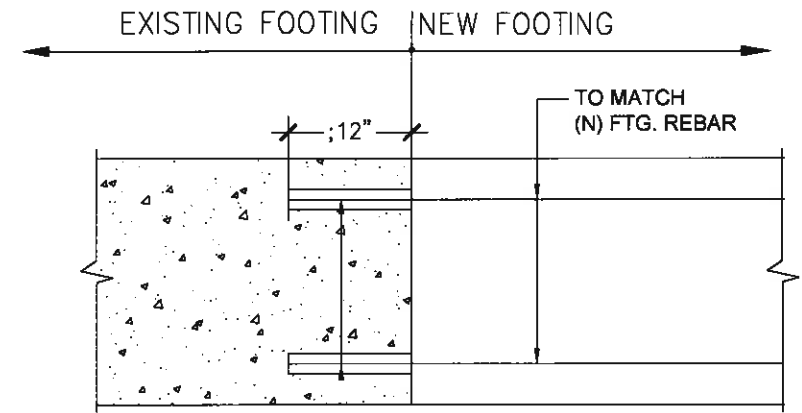
2 SCHEDULES

N.T.S.



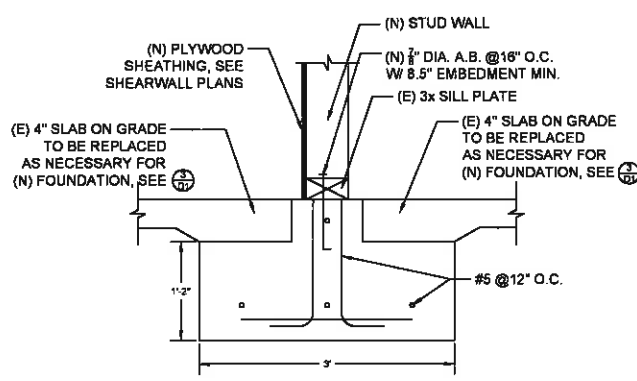
3 SLAB ON GRADE DETAIL

SCALE: 1/2" = 1'-0"



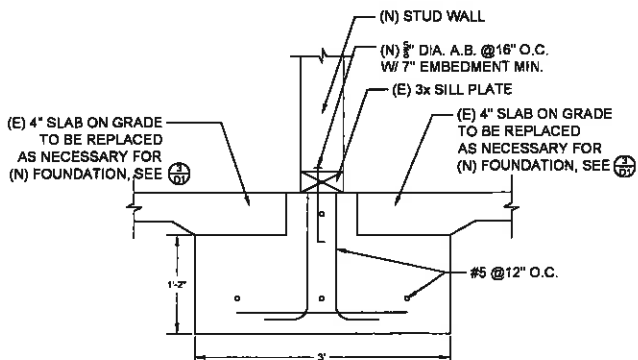
4 (E) TO (N) FOOTING CONNECTION DETAIL

SCALE: 1" = 1'-0"



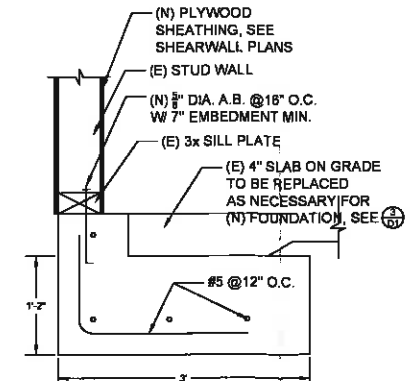
5 SHEARWALL FOOTING

SCALE: 1" = 1'-0"



6 WALL FOOTING

SCALE: 1" = 1'-0"



7 EXTERIOR SHEARWALL FOOTING

SCALE: 1" = 1'-0"



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1760 Mission Street  
San Francisco CA 94103  
phone: 415.692.0496  
fax: 415.276.4515

DATE: AUG 2015

SIZE: 24x36

SCALE: A.N.

SHEARWALL DETAILS

**D1**

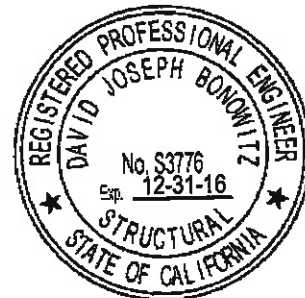
# EXHIBIT C

## MEMORANDUM

TO: John Paxton  
FROM: David Bonowitz  
DATE: August 12, 2016  
SUBJECT: 330 Presidio, site visit notes from June 6, 2016

---

John, per your request, following is a transcript of the notes I sent you by email on July 3.



\* \* \*

Here is a write-up of my notes from the site visit on June 6, at which I reviewed two sets of plans provided by you and made a partial non-destructive investigation of accessible areas in the first story:

### Regarding the seismic retrofit work (permit 201509046211)

Definite problems. If these were approved, you should demand to see final as-built plans and revised calculations:

- Line A (front): Plans show this as Shear Wall 7, Type B, 14'-2" long (over one straight line), with hold-downs at each end. In fact, due to the bay window, the retrofit shearwall is in 3 discontinuous pieces with lengths that sum only to about 11 or 12 ft, not 14 ft. The middle section is sheathed on the opposite side of the two end sections, with no apparent common studs. Most important, only the middle section appears to have hold-downs. As a result, this construction cannot be expected to provide the strength or overturning resistance intended by the design.
- Line 4: Plans show only a typical detail for a full-height wall, with vertical anchor bolts through the sill to a concrete footing. Actual construction uses universal anchor plates (not necessarily a problem) to an unreinforced masonry footing (this is the problem). Universal anchors are not intended for connection to masonry, and since the plans do not show this (or other) wall line accurately, it is unlikely that calculations were provided to justify either the anchors or the URM foundation.
- Water tank bracing was not re-attached. This leaves you with a substantial seismic hazard that you did not have before the work was started. Since the adjacent partitions have been removed for the alteration, a different bracing detail will be needed.

Potential problems, indicative of poor workmanship, but possibly ok:

- Line A: Obvious shiners (nails that missed the stud).
- Line A: Re-used existing plywood (type and quality unknown) over the window.
- Line A: Sheathing is supposed to be Type B per schedule, with 10d@4" nailing. Spacing might not be 4". I did not pull any nails to confirm the size, but frequently 10d sinker nails are improperly used instead of 10d common nails.
- Line 4: Shown on plans as 26-ft wall along a single line. Actual construction has the shear wall shift in plan to accommodate a lightwell.
- Line 4: Plans provide only a typical detail for a full-height wall. There is no detail for the short woodframed wall above the high footing/stem wall.
- Line C.1: Plans show the footing length as the full width of the building. The actual footing length is shorter.

### Regarding the ADU alteration (permit 201601116829)

Definite problems:

- Plans dated 10/15/15 do not reflect the retrofit work now in place.



# EXHIBIT D



# NOTICE OF VIOLATION

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

**DEPARTMENT OF BUILDING INSPECTION**  
City and County of San Francisco  
1660 Mission St. San Francisco, CA 94103

NOTICE: 1

NUMBER: 201647094  
DATE: 17-NOV-16

ADDRESS: 330 PRESIDIO AV

OCCUPANCY/USE: R-2 (RESIDENTIAL- APARTMENTS & CONDOMINIUMS W/3 BLOCK: 1007 LOT: 019

If checked, this information is based upon site-observation only. Further research may indicate that legal use is different. If so, a revised Notice of Violation will be issued.

OWNER/AGENT: 330 PRESIDIO AVENUE LLC  
MAILING 330 PRESIDIO AVENUE LLC  
ADDRESS 135 ST FRANCIS BLVD  
SAN FRANCISCO CA

PHONE #: --

94127

PERSON CONTACTED @ SITE:

PHONE #: --

## VIOLATION DESCRIPTION:

	CODE/SECTION#
<input type="checkbox"/> WORK WITHOUT PERMIT	106.1.1
<input checked="" type="checkbox"/> ADDITIONAL WORK-PERMIT REQUIRED	106.4.7
<input type="checkbox"/> EXPIRED OR <input type="checkbox"/> CANCELLED PERMIT PA#:	106.4.4
<input type="checkbox"/> UNSAFE BUILDING <input type="checkbox"/> SEE ATTACHMENTS	102.1

Based on engineer report and site visit by the Building Department, PA 201509046211 was finaled and CFC issued under wrong information on approved plans. Line A (front) plans show this is a shear wall 7 type B 14' long (straight line) with holdowns at each end. Existing condition shearwall constructed in 3 discontinuous pieces due to bay window middle section is sheathed on the opposite side of the two end sections. Middle section has the holdowns. Plan detail show typical detail for a full height shearwall with vertical anchor bolts through the sill to concrete footing. Existing condition uses universal anchor plates and mostly shearwall are 2'+/- to 5' +/- in height. Also bearing wall at ground floor not completed. Portion of slab not replaced and siding of rear wall replaced without permit and partition for water heater removed.

## CORRECTIVE ACTION:

- STOP ALL WORK SFBC 104.2.4 415-575-6831
- FILE BUILDING PERMIT WITHIN 30 DAYS       (WITH PLANS) A copy of This Notice Must Accompany the Permit Application
- OBTAIN PERMIT WITHIN 60 DAYS AND COMPLETE ALL WORK WITHIN 90 DAYS, INCLUDING FINAL INSPECTION SIGNOFF.
- CORRECT VIOLATIONS WITHIN 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.

Obtain a revision permit to clarify scope of work for soft story retrofit work. New plans must be submitted showing existing condition of building plus structural details must reflect existing conditions of sheawalls, holdowns and proper construction for soft story retrofit

INVESTIGATION FEE OR OTHER FEE WILL APPLY

- 9x FEE (WORK W/O PERMIT AFTER 9/1/60)     2x FEE (WORK EXCEEDING SCOPE OF PERMIT)
- OTHER:       REINSPECTION FEE \$       NO PENALTY (WORK W/O PERMIT PRIOR TO 9/1/60)

APPROX. DATE OF WORK W/O PERMIT

VALUE OF WORK PERFORMED W/O PERMITS \$30000

**BY ORDER OF THE DIRECTOR, DEPARTMENT OF BUILDING INSPECTION**

CONTACT INSPECTOR: Mauricio E Hernandez  
PHONE # 415-575-6831

DIVISION: BID

DISTRICT :

By:(Inspector's Signature) \_\_\_\_\_



# NOTICE OF VIOLATION

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

## DEPARTMENT OF BUILDING INSPECTION

City and County of San Francisco  
1660 Mission St. • San Francisco, CA 94103 - 2414

- FIRST NOTICE
- SECOND NOTICE
- OTHER: \_\_\_\_\_

COMPLAINT NUMBER

20164094

ADDRESS 330 Presidio S.T.

DATE 11/17/16

OCCUPANCY / USE R-2

BLOCK \_\_\_\_\_ LOT \_\_\_\_\_

CONST. TYPE S

STORIES \_\_\_\_\_  BASEMENT

If checked, this information is based upon site observation only. Further research may indicate that legal use is different. If so, a revised Notice of Violation will be issued.

OWNER / AGENT \_\_\_\_\_ PHONE # \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ ZIP \_\_\_\_\_

PERSON CONTACTED @ SITE \_\_\_\_\_ PHONE # \_\_\_\_\_

## VIOLATION DESCRIPTION:

- WORK WITHOUT PERMIT (SFBC 103A);  ADDITIONAL WORK-PERMIT REQUIRED (SFBC 106A.4.7);
- EXPIRED PERMIT (SFBC 106A.4.4);  CANCELLED PERMIT (SFBC 106A.3.7) PA# \_\_\_\_\_;
- UNSAFE BUILDING (SFBC 102A);  SEE ATTACHMENTS

CODE / SECTION #

Based on Engineer report and site visit by building department that 106A.4.7  
A. 201509046211 was final and CFC issued under wrong information on  
approved plans. Line A (front) plans show this as a shear wall 2 type B 1 1/2 long  
straight line), with holddowns at each end. Existing concrete shearwall constructed  
in 3 discontinuous pieces due to bay window. middle section is sheathed on the  
opposite side of the two end sections. middle section has the holddowns. Plans detail  
how typical detail for a full height shear wall. With vertical anchor bolts through  
2 sill to concrete footing. Existing condition uses universal anchors plates and mostly  
all shearwall are 2FT ± to 5FT ± in height. Also bearing wall at ground floor not completed  
portion of slab not replaced and existing at sea wall section without permit and partition  
for water heaters removed.

BC - Building Code    HC - Housing Code    PC - Plumbing Code    EC - Electrical Code    MC - Mechanical Code

## CORRECTIVE ACTION:

- STOP ALL WORK SFBC 104A.2.4
- FILE BUILDING PERMIT APPLICATION WITHIN 30 DAYS ( WITH PLANS) A Copy of This Notice Must Accompany the Permit Application.
- OBTAIN PERMIT WITHIN 60 DAYS AND COMPLETE ALL WORK WITHIN 90 DAYS, INCLUDING FINAL INSPECTION AND SIGNOFF.
- CORRECT VIOLATIONS WITHIN \_\_\_\_\_ 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 REVERSE SIDE FOR ADDITIONAL WARNINGS.

Obtain a revision permit to clarify scope of work for soft story  
retrofit work. New plans must be submitted showing existing  
condition of building plus structural details must reflect existing condition  
of shear walls, holddowns and proper construction for soft story retrofit  
INVESTIGATION FEE OR OTHER FEE WILL APPLY See reverse side for further explanation

- 9x Permit Fee (Work w/o Permit after 9/1/60)
- 2x Permit Fee (Work Exceeding Scope of Permit)
- Other \_\_\_\_\_
- Reinspection Fee \$ \_\_\_\_\_
- No penalty (Work w/o permit prior to 9/1/60)

APPROX. DATE OF WORK W/O PERMIT \_\_\_\_\_ VALUE OF WORK PERFORMED WITHOUT PERMITS \$30,000

## BY ORDER OF THE DIRECTOR, DEPARTMENT OF BUILDING INSPECTION

CONTACT INSPECTOR Maurice M...  
(Inspector — Print Name)

OFFICE HOURS 7:30 TO 8:30 AM AND 3:00 TO 4:00 PM

PHONE # 575-6231

By: (Inspector's Signature) [Signature] DISTRICT # \_\_\_\_\_

CC:  DCP  EID  PID  BID  HIS  CED  PRS  DAD  SFFD  DPH  PS

- Building Inspection Division  
3rd Floor, 1660 Mission St. 558-6096
- Housing Inspection Services  
6th Floor, 1660 Mission St. 558-6220
- Electrical Inspection Division  
3rd Floor, 1660 Mission St. 558-6030
- Plumbing Inspection Division  
3rd Floor, 1660 Mission St. 558-6054
- Code Enforcement Division  
3rd Floor, 1660 Mission St. 558-6454

# EXHIBIT E

**GENERAL NOTES**

- ALL WORKS SHALL COMPLY WITH THE REQUIREMENTS OF THE FOLLOWING CALIFORNIA CODES, REGARDLESS OF DETAILS OF PLANS:
  - 2013 CALIFORNIA BUILDING CODE (CBC)
  - 2013 CALIFORNIA ELECTRICAL CODE (NEC)
  - 2013 CALIFORNIA MECHANICAL CODE (CMC)
  - 2013 CALIFORNIA PLUMBING CODE (CPC)
  - 2013 GREEN BUILDING CODE
  - 2013 CALIFORNIA ENERGY CODE
  - 2013 CALIFORNIA FIRE CODE
  - 2013 CALIFORNIA HISTORICAL BUILDING CODE
  - 2013 CALIFORNIA EXISTING BUILDING CODE

WORKS SHALL ALSO COMPLY WITH THE FOLLOWING SAN FRANCISCO CODES AND AMENDMENTS:

  - 2013 SAN FRANCISCO BUILDING CODE AMENDMENTS
  - 2013 SAN FRANCISCO ELECTRICAL CODE AMENDMENTS
  - 2013 SAN FRANCISCO MECHANICAL CODE AMENDMENTS
  - 2013 SAN FRANCISCO PLUMBING CODE AMENDMENTS
  - 2013 SAN FRANCISCO GREEN BUILDING CODE AMENDMENTS
  - 2013 SAN FRANCISCO HOUSING CODE
  - 2015 SAN FRANCISCO PLANNING CODE

AS WELL AS ANY AND ALL OTHER GOVERNING CODES AND ORDINANCES. IN THE EVENT OF A CONFLICT, THE MORE STRINGENT REQUIREMENTS SHALL APPLY.
- DETAILS AND DIMENSIONS OF CONSTRUCTION SHALL BE VERIFIED AT THE SITE BY THE CONTRACTOR, AND DISCREPANCIES BETWEEN THE PLAN AND EXISTING CONDITIONS SHALL BE REPORTED PROMPTLY TO THE ENGINEER OF RECORD.
- DO NOT SCALE THESE DRAWINGS.
- MERCURY ENGINEERING GROUP ASSUMES NO RESPONSIBILITY FOR THE SUPERVISION OF CONSTRUCTION OR THE PROPER EXECUTION OF THE WORK SHOWN ON THESE DRAWINGS. SAFETY METHODS AND TECHNIQUES ARE THE SOLE RESPONSIBILITY OF THE GENERAL CONTRACTOR.
- THE GENERAL CONTRACTOR SHALL VERIFY AND ASSUME RESPONSIBILITY FOR ALL DIMENSIONS AND SITE CONDITIONS. THE GENERAL CONTRACTOR SHALL INSPECT THE EXISTING SITE/BUILDING CONDITIONS AND MAKE NOTE OF EXISTING CONDITIONS PRIOR TO SUBMITTING PRICING. NO CLAIM SHALL BE ALLOWED FOR DIFFICULTIES ENCOUNTERED WHICH COULD HAVE REASONABLY BEEN INFERRED FROM SUCH AN EXAMINATION.
- THE GENERAL CONTRACTOR SHALL REPORT, IN WRITING, ANY AND ALL ERRORS, OMISSIONS, INCOMPLETE INFORMATION, OR CONFLICTS FOUND IN THE CONSTRUCTION DOCUMENTS TO THE OWNER, ARCHITECT, AND ENGINEER OF RECORD BEFORE PROCEEDING WITH THE WORK.
- THE GENERAL CONTRACTOR SHALL HOLD RESPONSIBILITY FOR APPLYING FOR, AND OBTAINING, ALL REQUIRED INSPECTIONS TO CONFORM WITH LOCAL BUILDING AND FIRE CODES.
- CONTRACTOR SHALL ENSURE THAT GUIDELINES SET FORTH IN THE DOCUMENTS ARE MAINTAINED DURING CONSTRUCTION, INSTALLATION, AND FINISHING OF ALL ASPECTS OF THIS PROJECT.
- DETAILS SHOWN ARE TYPICAL. SIMILAR DETAILS APPLY IN SIMILAR CONDITIONS.
- ALL ASSEMBLIES SHALL BE OF APPROVED CONSTRUCTION.
- INSTALL ALL FIXTURES, EQUIPMENT, AND MATERIALS PER MANUFACTURER'S RECOMMENDATIONS AND THE REQUIREMENTS OF THE CODES. ALL APPLIANCES, FIXTURES, AND EQUIPMENT ASSOCIATED WITH PLUMBING, ELECTRICAL, AND MECHANICAL SYSTEMS SHALL BE LISTED BY A NATIONALLY RECOGNIZED AND APPROVED AGENCY.
- THE GENERAL CONTRACTOR SHALL PROVIDE AND INSTALL SUFFICIENT BACKING/BLOCKING FOR ALL WALL-MOUNTED FIXTURES AND ANY OTHER ITEMS ATTACHED TO THE WALLS.
- PROVIDE FIRE-BLOCKING AND DRAFTSTOPS AT ALL CONCEALED DRAFT OPENINGS (VERTICAL AND HORIZONTAL) AS PER 2013 CBC SEC 717.
- MECHANICAL, PLUMBING, ELECTRICAL, AND PENETRATIONS OF FLOOR, WALLS, CEILINGS SHALL BE SEALED AIRTIGHT WITH ACOUSTICAL SEALANT AND FIRESTOPPING AS REQ'D.
- ALL SMOKE DETECTORS TO BE HARD WIRED.
- ALL TEMPERED GLASS SHALL BE AFFIXED WITH A PERMANENT LABEL PER CBC 2406.2.
- PROVIDE SAFETY GLAZING AT ALL HAZARDOUS LOCATIONS, INCLUDING, BUT NOT LIMITED TO GLAZING WITHIN 18 INCHES OF A WALKING SURFACE, GLAZING IN DOORS, AND WINDOWS ADJACENT TO DOORS IN ACCORDANCE WITH SECTION 2406.4.
- PROVIDE I.C.B.O. EVALUATION SERVICE, INC. REPORT ON TEST DATA FOR ALL SKYLIGHTS.
- ALL EXITS TO BE MAINTAINED DURING AND AFTER CONSTRUCTION. ALL FIRE RATINGS TO BE RESTORED AFTER CONSTRUCTION AND PENETRATIONS REPAIRED.
- ALL FIRE & LIFE SAFETY SYSTEMS MUST BE MAINTAINED DURING CONSTRUCTION.

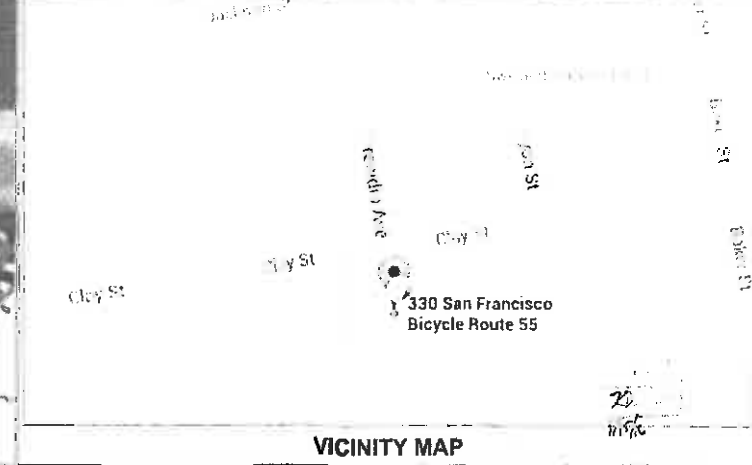


<b>SCOPE OF WORK</b>	ADDITION OF TWO UNITS ON FIFTH FLOOR PER ORDINANCE 30-15. SEISMIC APPLICATION (EPA #201509040211)
<b>PROJECT ADDRESS</b>	330 Presidio Avenue San Francisco, CA 94115
<b>PARCEL</b>	1007019
<b>ZONING DISTRICT</b>	RM-1 - Residential-Mixed, Low Density
<b>OCCUPANCY</b>	Residential
<b>TOTAL NO. OF UNITS EXISTING</b>	6
<b>NUMBER OF UNITS PROPOSED</b>	2
<b>TOTAL NO. UNITS PROPOSED</b>	8
<b>TOTAL NO. STORIES EXISTING</b>	5
<b>TOTAL NO. STORIES PROPOSED</b>	5
<b>CONSTRUCTION TYPE</b>	TYPE V-B

**ARCHITECTURAL SHEET LIST**

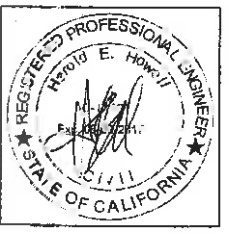
A0.1 Title Page
A1.1 Site Plan
A2.1 First Floor Plans
A3.1 Front Elevations
A3.2 Side Elevations
A3.3 Rear Elevations
A4.1 Electrical Plans
A5.1 Door & Window Schedules
A6.1 Details
T1.1 Title 24
T1.2 Title 24
T1.3 Title 24
T1.4 Title 24
T1.5 Title 24
T1.6 Title 24
E1.1 Title 24

<b>OWNER:</b> Brennan Quinlan	<b>ENGINEER:</b> MERCURY ENGINEERING GROUP 1750 Mission Street San Francisco, CA 94103 ATTN: Matthew Burkart / 415.992.6455 Email: matt@mercuryengineers.com
----------------------------------	---



**Mercury Engineering Group**

Mercury Engineering Group  
1750 Mission Street  
San Francisco, CA 94103  
TEL: 415.992.6455  
FAX: 415.276.4515



**330 PRESIDIO AVENUE**  
Block 1007, Lot 019  
San Francisco, CA 94115

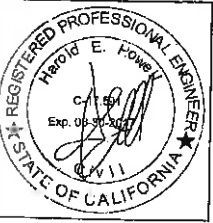
**TITLE PAGE**

Date: 10/16/2015  
Drawn by: J.C.  
Checked by: J.P.  
**A0.1**

330 Presidio Avenue  
Permit Number: 201509040211

Mercury Engineering Group

Mercury Engineering Group  
1760 Mission Street  
San Francisco, CA 94103  
TEL: 415.992.3383  
FAX: 415.276.4515



330 PRESIDIO AVENUE  
Block 1007, Lot 019  
San Francisco, CA 94115

SITE PLAN

Permit Number:

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JAN 11 2015  
DEPARTMENT OF PUBLIC WORKS  
DIVISION OF PERMITS

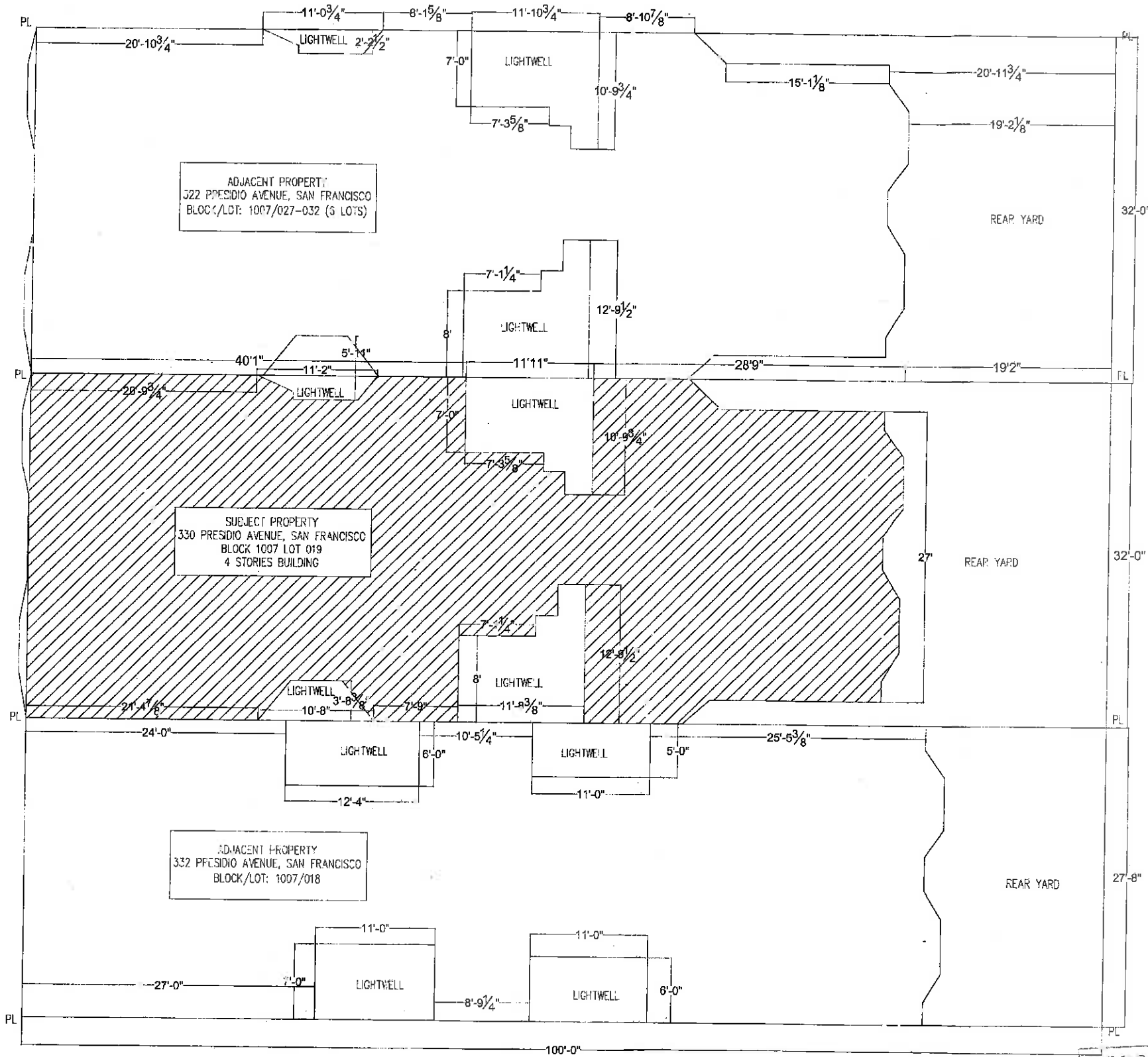
Date: 10/15/2015  
Drawn by: J.C.  
Checked by: J.P.

A1.1

**LEGEND**

- (E) SFWD - Water Line
- (E) PG&E - Gas Line
- (E) FIRE HYDRANT
- (E) Light Pole
- (E) Telephone Pole

PRESIDIO AVENUE

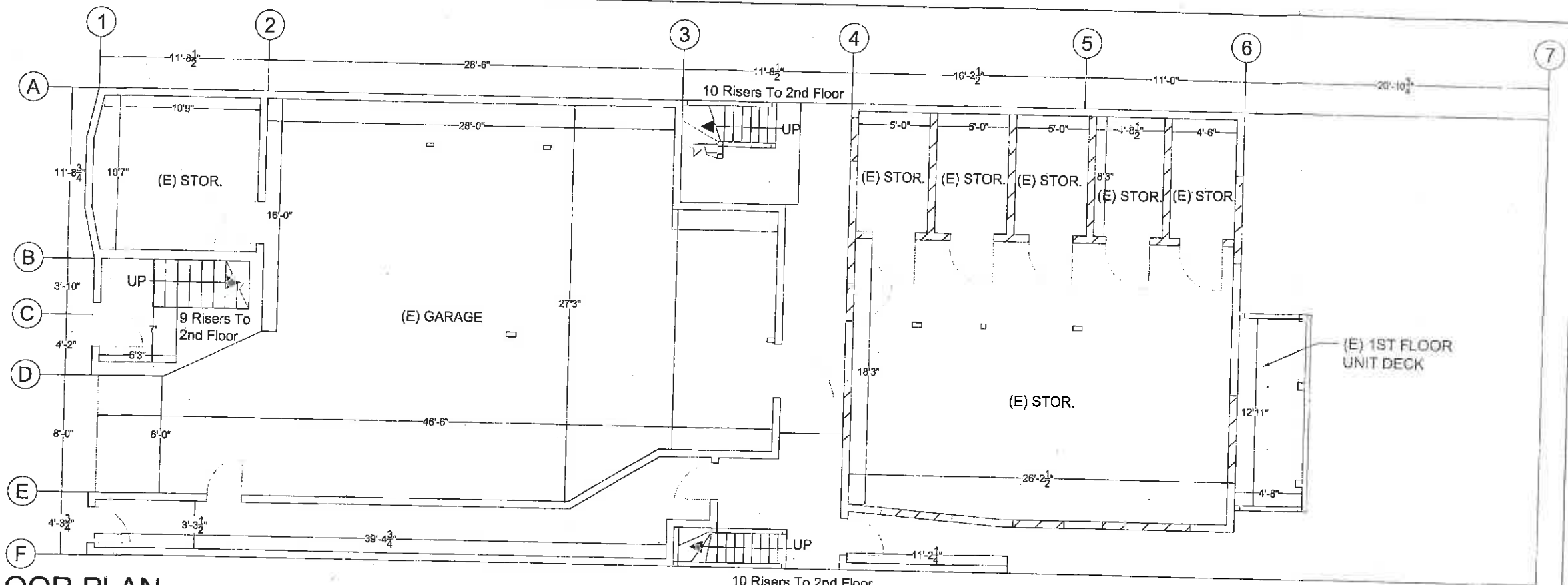


ADJACENT PROPERTY  
322 PRESIDIO AVENUE, SAN FRANCISCO  
BLOCK/LOT: 1007/027-032 (3 LOTS)

SUBJECT PROPERTY  
330 PRESIDIO AVENUE, SAN FRANCISCO  
BLOCK 1007 LOT 019  
4 STORIES BUILDING

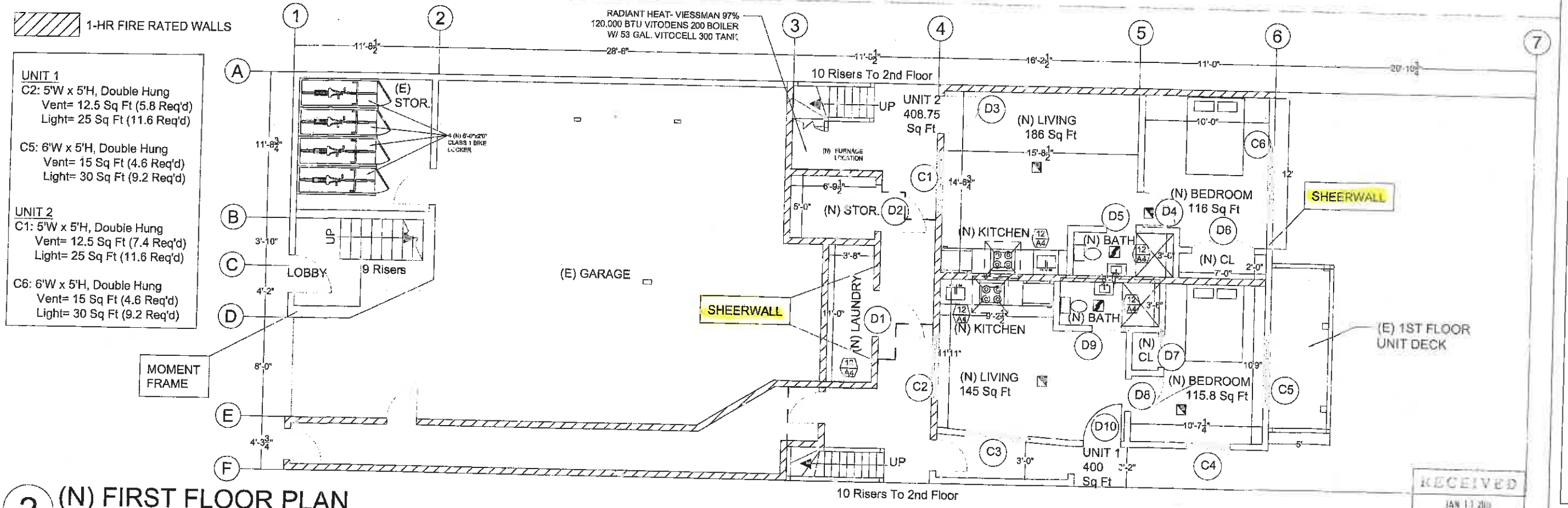
ADJACENT PROPERTY  
332 PRESIDIO AVENUE, SAN FRANCISCO  
BLOCK/LOT: 1007/018





**1 (E) FIRST FLOOR PLAN**  
SCALE: 1/4" = 1'-0"

WALLS TO BE DEMO'D



**2 (N) FIRST FLOOR PLAN**  
SCALE: 1/4" = 1'-0"

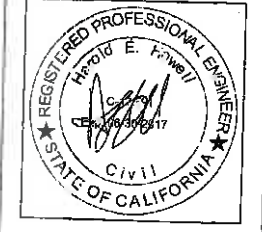
1-HR FIRE RATED WALLS

- UNIT 1**  
C2: 5'W x 5'H, Double Hung  
Vent= 12.5 Sq Ft (5.8 Req'd)  
Light= 25 Sq Ft (11.6 Req'd)
- C5: 6'W x 5'H, Double Hung  
Vent= 15 Sq Ft (4.6 Req'd)  
Light= 30 Sq Ft (9.2 Req'd)
- UNIT 2**  
C1: 5'W x 5'H, Double Hung  
Vent= 12.5 Sq Ft (7.4 Req'd)  
Light= 25 Sq Ft (11.6 Req'd)
- C6: 6'W x 5'H, Double Hung  
Vent= 15 Sq Ft (4.6 Req'd)  
Light= 30 Sq Ft (9.2 Req'd)

MOMENT FRAME

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JAN 13 2015

**Mercury Engineering Group**  
Mercury Engineering Group  
1760 Mission Street  
San Francisco, CA 94103  
TEL: 415.992.3383  
FAX: 415.276.4515



**330 PRESIDIO AVENUE**  
Block 1007, Lot 019  
San Francisco, CA 94115

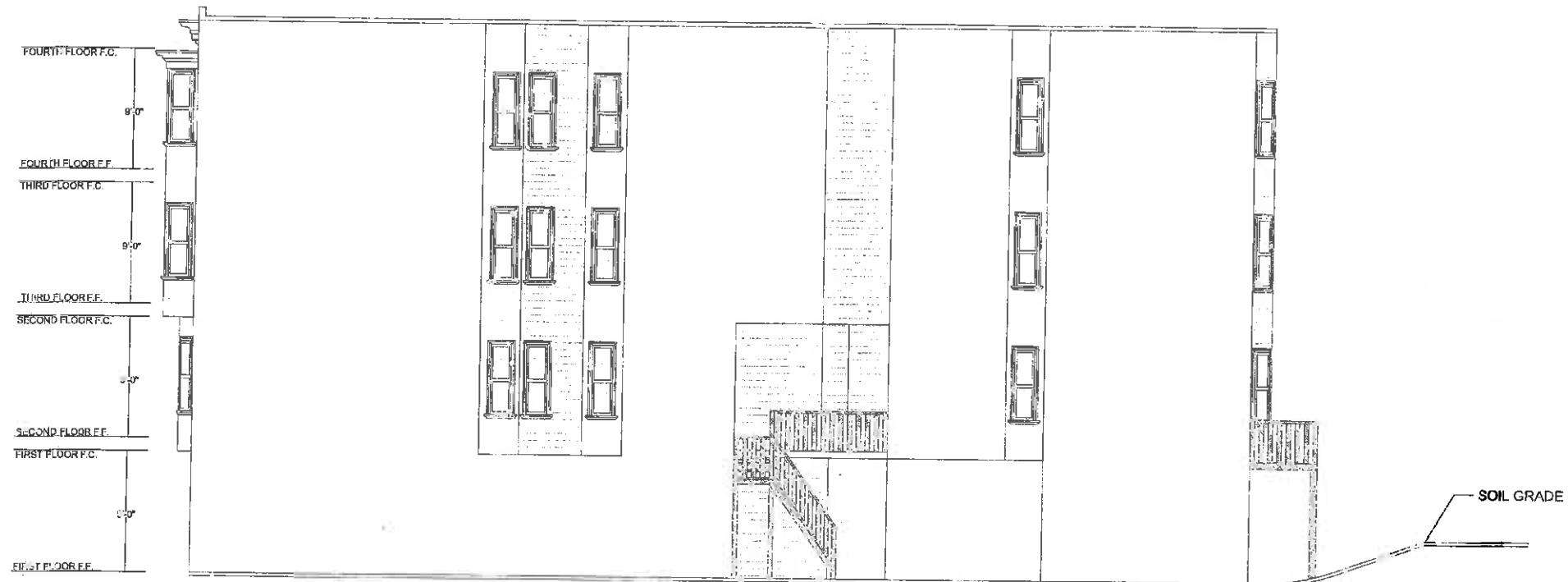
**FIRST FLOOR PLANS**

Date: 10/15/2015  
Drawn by: J.C.  
Checked by: J.P.

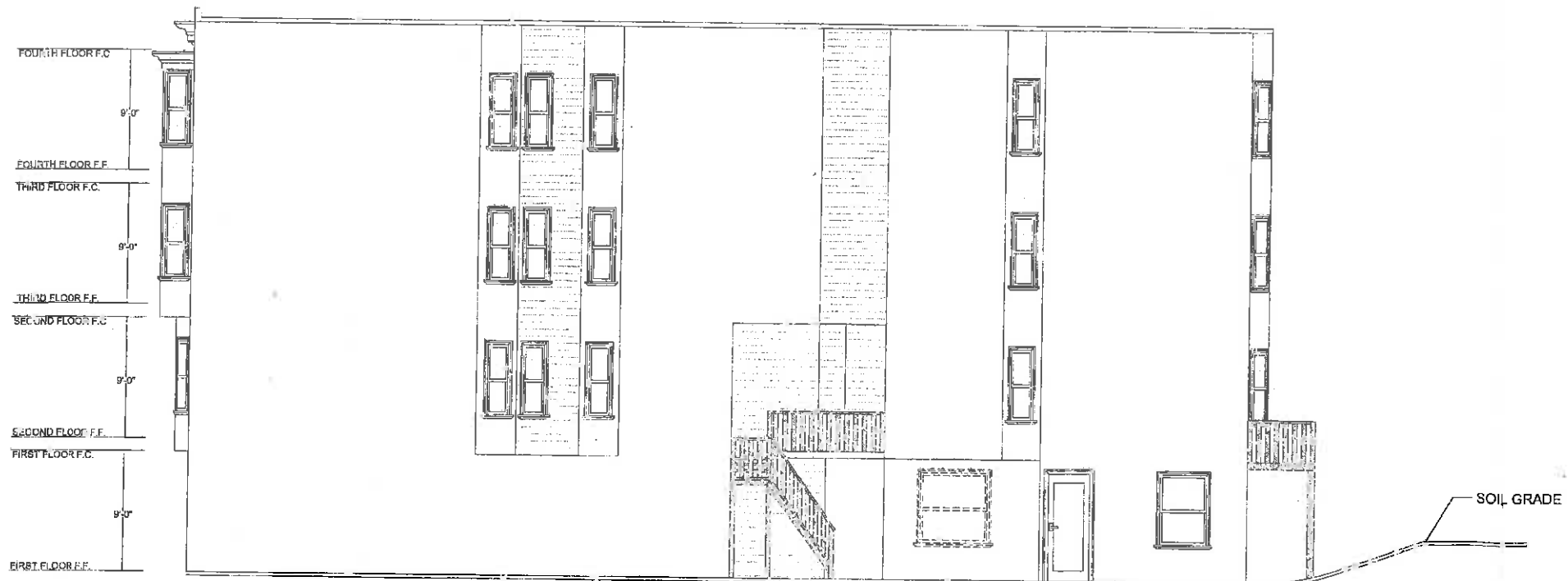
**A2.1**

330 Presidio Avenue

Permit Number:



**1 (E) SIDE ELEVATION**  
SCALE:  $\frac{3}{16}'' = 1'-0''$



**2 (N) SIDE ELEVATION**  
SCALE:  $\frac{3}{16}'' = 1'-0''$

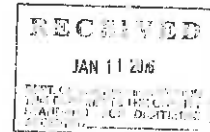
**Mercury  
Engineering  
Group**

Mercury Engineering Group  
1780 Mission Street  
San Francisco, CA 94103  
TEL: 415.992.3383  
FAX: 415.276.4515



**330 PRESIDIO AVENUE**  
Block 1007, Lot 019  
San Francisco, CA 94115

**SIDE ELEVATIONS**



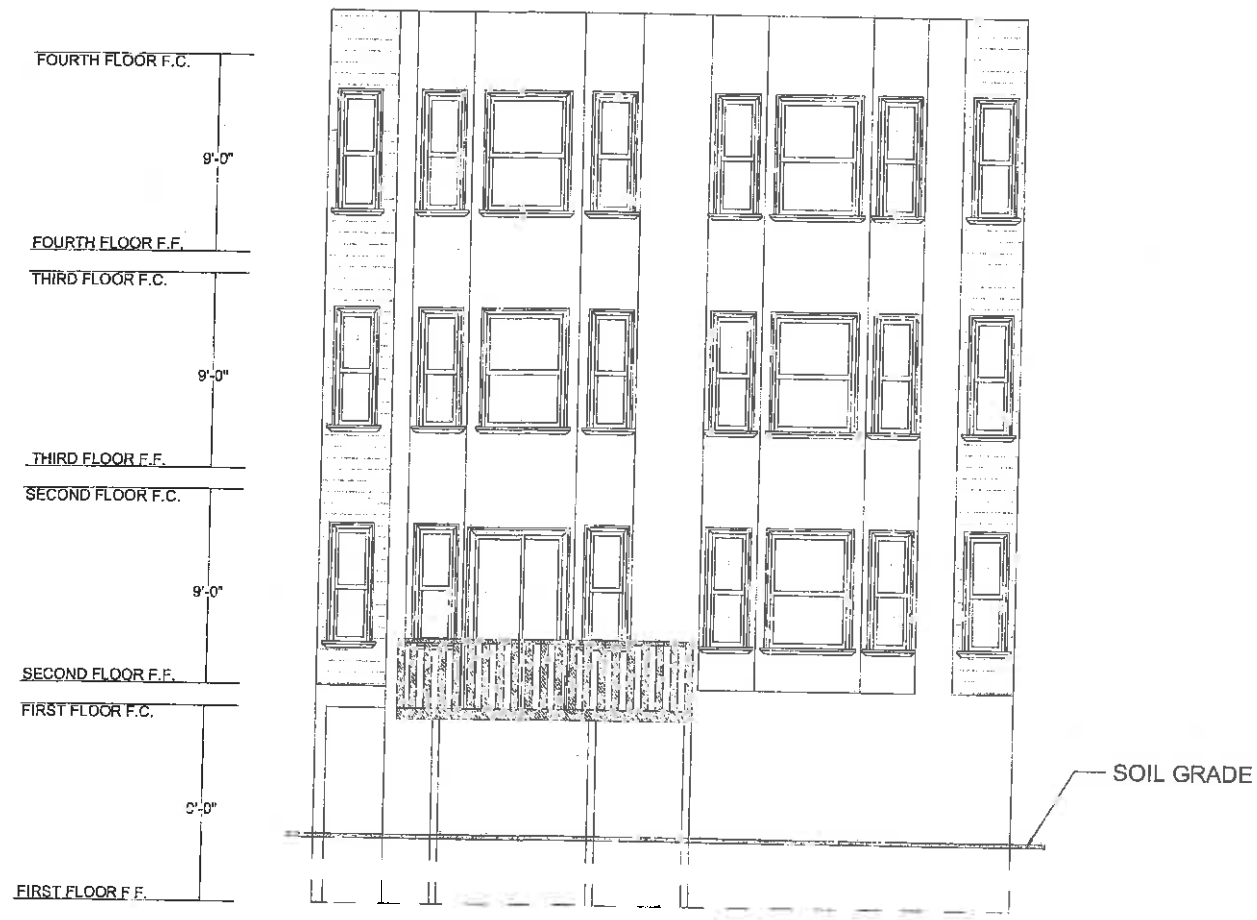
Date: 10/15/2015  
Drawn by: J.C.  
Checked by: J.P.

**A3.2**

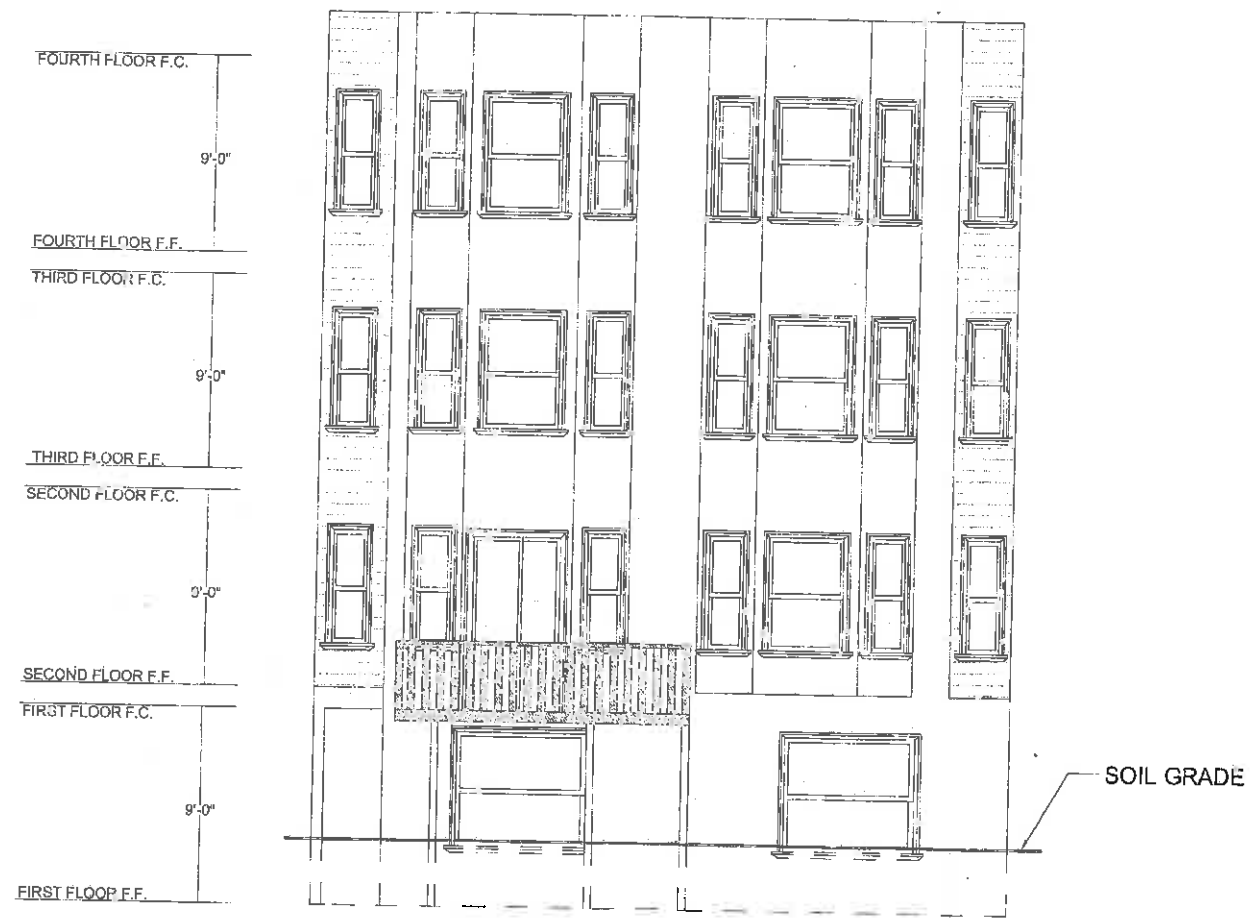
330 Presidio Avenue

Permit Number:





**1 (E) REAR ELEVATION**  
SCALE:  $\frac{1}{4}'' = 1'-0''$



**2 (N) REAR ELEVATION**  
SCALE:  $\frac{1}{4}'' = 1'-0''$

**RECEIVED**  
JAN 11 2016  
DEPT. OF CONSTRUCTION  
THE PLANNING & THE QUALITY  
STANDARD FOR DIGITIZING  
APPLICABLE

**Mercury Engineering Group**  
Mercury Engineering Group  
1760 Mission Street  
San Francisco, CA 94103  
TEL: 415.992.3383  
FAX: 415.276.4515



**330 PRESIDIO AVENUE**  
Block 1007, Lot 019  
San Francisco, CA 94115

**REAR ELEVATIONS**

Date: 10/15/2015  
Drawn by: J.C.  
Checked by: J.P.

**A3.3**

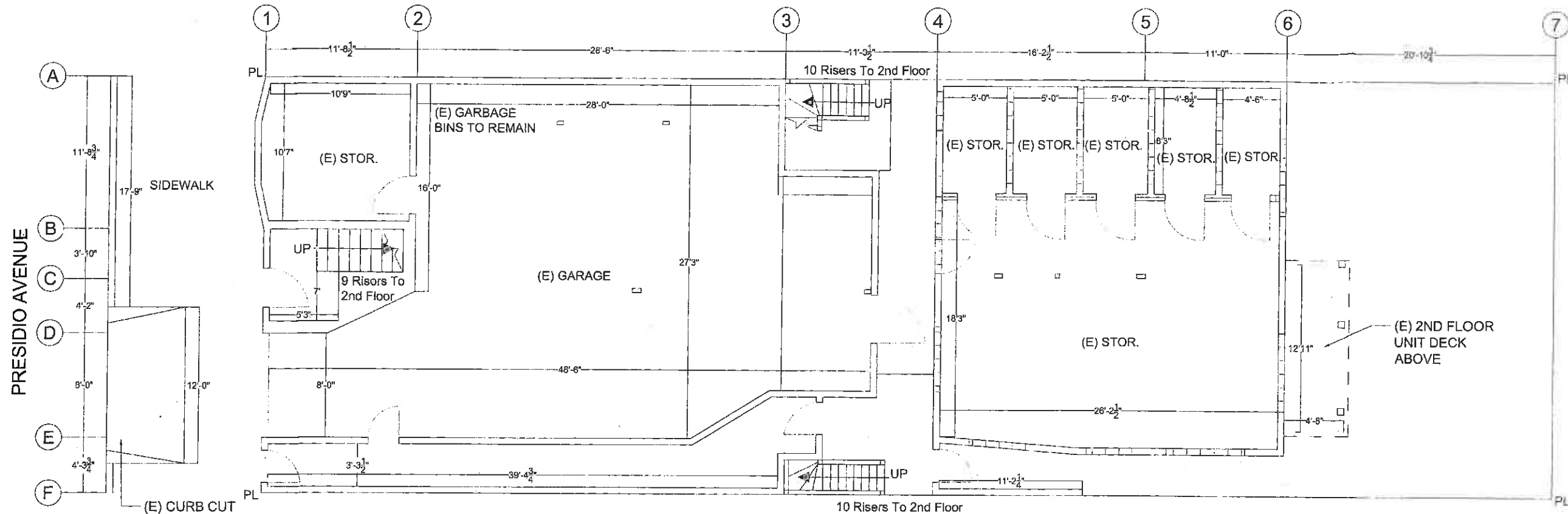
330 Presidio Avenue  
Permit Number:



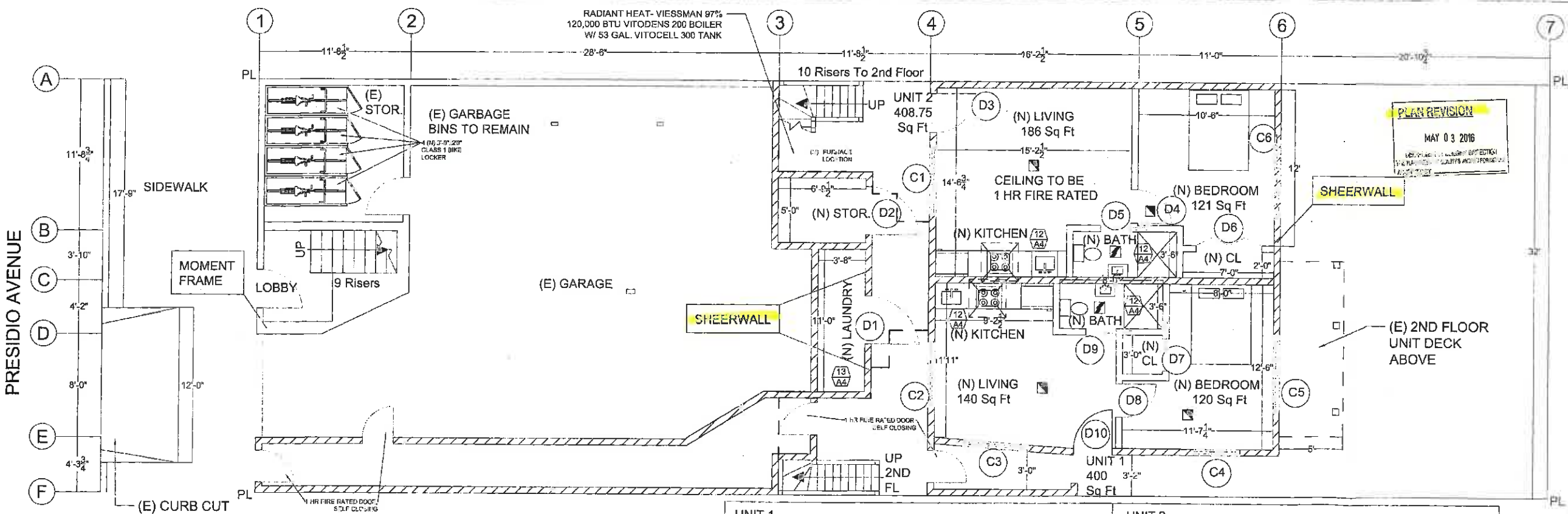
**330 PRESIDIO AVENUE**  
Block 1007, Lot 019  
San Francisco, CA 94115

330 Presidio Avenue

Permit Number: 2016-01-11-6829 R-1



**1 (E) FIRST FLOOR PLAN**  
SCALE: 1/4" = 1'-0"



**2 (N) FIRST FLOOR PLAN**  
SCALE: 1/4" = 1'-0"

<b>UNIT 1</b> C2: 5'W x 5'H, Double Hung Vent= 12.5 Sq Ft (5.8 Req'd) Light= 25 Sq Ft (11.6 Req'd)	C5: 6'W x 5'H, Double Hung Vent= 15 Sq Ft (4.8 Req'd) Light= 30 Sq Ft (9.6 Req'd)	<b>UNIT 2</b> C1: 5'W x 5'H, Double Hung Vent= 12.5 Sq Ft (7.4 Req'd) Light= 25 Sq Ft (11.6 Req'd)	C6: 6'W x 5'H, Double Hung Vent= 15 Sq Ft (4.8 Req'd) Light= 30 Sq Ft (9.6 Req'd)
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Date: 10/15/2015  
Drawn by: J.C.  
Checked by: J.P.

**A2.1**

**FIRST FLOOR PLANS**

# EXHIBIT F

**THIS EXHIBIT HAS BEEN REJECTED BY BOARD STAFF  
BECAUSE IT EXCEEDS THE ALLOWABLE PAGES OF  
WRITTEN ARGUMENT**

# EXHIBIT G

[Planning Code - Exceptions from Dwelling Unit Density Limits and from Other Specified Code Requirements]

1  
2 **Ordinance amending the Planning Code to permit exceptions from dwelling unit**  
3 **density limits and other requirements of the Code when adding Dwelling Units to**  
4 **existing buildings undergoing seismic retrofitting; deleting the requirement that a new**  
5 **In-Law Unit constructed in and near the Castro Street Neighborhood Commercial**  
6 **District be limited to 750 square feet; correcting outdated cross-references and Code**  
7 **language; affirming the Planning Department's California Environmental Quality Act**  
8 **determination; and making findings of consistency with the General Plan, and the eight**  
9 **priority policies of Planning Code, Section 101.1.**

10  
11 **NOTE: Unchanged Code text and uncodified text are in plain Arial font.**  
12 **Additions to Codes are in single-underline italics Times New Roman font.**  
13 **Deletions to Codes are in ~~strikethrough italics Times New Roman font.~~**  
14 **Board amendment additions are in double-underlined Arial font.**  
15 **Board amendment deletions are in ~~strikethrough Arial font.~~**  
16 **Asterisks (\* \* \* \*) indicate the omission of unchanged Code**  
17 **subsections or parts of tables.**

18 Be it ordained by the People of the City and County of San Francisco:

19 Section 1. Findings.

20 (a) The Planning Department has determined that the actions contemplated in this  
21 ordinance comply with the California Environmental Quality Act (California Public Resources  
22 Code Sections 21000 et seq.). The Board of Supervisors hereby affirms this determination.  
23 Said determination is on file with the Clerk of the Board of Supervisors in File No. 140954 and  
24 is incorporated herein by reference.

25 (b) On February 12, 2015, the Planning Commission, in Resolution No. R-19322,  
adopted findings that the actions contemplated in this ordinance are consistent, on balance,  
with the City's General Plan and eight priority policies of Planning Code Section 101.1. The

1 Board adopts these findings as its own. A copy of said Resolution is on file with the Clerk of  
2 the Board of Supervisors in File No. 140954, and is incorporated herein by reference.

3 (c) Pursuant to Planning Code Section 302, this Board finds that the actions  
4 contemplated in this ordinance will serve the public necessity, convenience, and welfare for  
5 the reasons set forth in Planning Commission Resolution No. R-19322 and the Board  
6 incorporates such reasons herein by reference. A copy of the Planning Commission  
7 Resolution No. R-19322 is on file with the Clerk of the Board of Supervisors in File No.  
8 140954.

9 Section 2. The Planning Code is hereby amended by revising Sections 207, 207.1,  
10 208 and 307, and deleting Section 207.4, to read as follows:

11 **~~SEC. 207. DENSITY OF DWELLING UNITS DENSITY LIMITS IN R-DISTRICTS.~~**

12 (a) Applicability. The density of ~~d~~Dwelling ~~#~~Units permitted in the various Districts  
13 shall be as set forth in the Zoning Control Table for the district in which the lot is located. The  
14 term "Dwelling Unit" is defined in Section 102 of this Code. In districts where no density limit is  
15 specified, density shall not be limited by lot area but rather by the applicable requirements and  
16 limitations set forth elsewhere in this Code. Such requirements and limitations include, but are not  
17 limited to, height, bulk, setbacks, open space, exposure and unit mix as well as applicable design  
18 guidelines, elements and area plans of the General Plan and design review by the Planning  
19 Department.

20 **~~SEC. 207.1. RULES FOR CALCULATION OF DWELLING UNIT DENSITIES.~~**

21 (b) Rules for Calculating Dwelling Unit Density. In districts that establish a maximum  
22 dwelling unit density, the following rules shall apply in the calculation of dwelling unit densities  
23 under this Code:

24 (a) (1) The entire amount of lot area per Dwelling Unit specified by the Code shall  
25 be required for each Dwelling Unit on the lot. A remaining fraction of one-half or more of the

1 minimum of lot area per Dwelling Unit shall be adjusted upward to the next higher whole  
2 number of Dwelling Units.

3 (b) (2) Where permitted by this Code, two or more of the dwelling and other housing  
4 uses specified in the Code may be located on a single lot, either in one structure or in  
5 separate structures, provided that the specified density limits are not exceeded by the total of  
6 such combined uses. Where Dwelling Units and Group Housing are combined, the maximum  
7 permitted density for Dwelling Units and for Group Housing shall be prorated to the total lot  
8 area according to the quantities of these two uses that are combined on the lot.

9 (c) (3) Where any portion of a lot is narrower than five feet, such a portion shall not  
10 be counted as part of the lot area for purposes of calculating the permitted dwelling density.

11 (d) (4) No private right-of-way used as the principal vehicular access to two or more  
12 lots shall be counted as part of the lot area of any such lot for purposes of calculating the  
13 permitted dwelling unit density.

14 (e) (5) Where a lot is divided by a use district boundary line, the dwelling unit  
15 density limit for each district shall be applied to the portion of the lot in that district, and none  
16 of the Dwelling Units attributable to the district permitting the greater density shall be located  
17 in the district permitting the lesser density.

18 (6) In Neighborhood Commercial Districts, the dwelling unit density shall be at a  
19 density ratio not exceeding the number of Dwelling Units permitted in the nearest Residential District,  
20 provided that the maximum density ratio shall in no case be less than the amount set forth in the Zoning  
21 Control Table for the district in which the lot is located. The distance to each Residential District shall  
22 be measured either from the midpoint of the front lot line or from a point directly across the street  
23 therefrom, whichever permits the greater density.

24 (c) Exceptions to Dwelling Unit Density Limits.  
25



1            ~~f~~)    (1) Affordable Units in Projects with 20 percent or more Affordable Units. For  
2 projects that are not located in any RH-1 or RH-2 zoning district, or are not seeking and  
3 receiving a density bonus under the provisions of California Government Code Section 65915,  
4 where 20 percent or more of the Dwelling Units on-site are "Affordable Units," the on-site  
5 Affordable Units shall not count towards the calculation of dwelling unit density. This Planning  
6 Code Section does not provide exceptions to any other Planning Code requirements such as  
7 height or bulk. For purposes of this Section 207-I, "Affordable Units" shall be defined as  
8 meeting (1) the criteria of Section 406(b); (2) the requirements of Section 415 et seq. for on-  
9 site units; or (3) restricted units in a project using California Debt Limit Allocation Committee  
10 (CDLAC) tax-exempt bond financing and 4 percent tax credits under the Tax Credit Allocation  
11 Committee (TCAC). If a project sponsor proposes to provide "Affordable Units" that are not  
12 restricted by any other program, in order to receive the benefit of the additional density  
13 permitted under this Subsection (c)(1) ~~f~~) or Subsection (c)(2) ~~g~~), the project sponsor shall  
14 elect and the Planning Department and MOHCD shall be authorized to enforce, restricting the  
15 units as affordable under Planning Code Section 415.6 up to a maximum of 20 percent of the  
16 units in the principal project. The project sponsor shall make such election through the  
17 procedures described in Section 415.5(g) including submitting an Affidavit of Compliance  
18 indicating the project sponsor's election to pursue the benefits of Subsection (c)(1) ~~f~~) or (c)(2)  
19 ~~g~~) and committing to 20% on-site units restricted under Section 415.6 prior to approval by the  
20 Planning Commission or Planning Department staff. If a project sponsor obtains the  
21 exemption from the density calculation for Affordable Units provided in this subsection, the  
22 exemption shall be recorded against the property. Any later request to decrease the number  
23 of Affordable Units shall require the project to go back to the Planning Commission or  
24 Planning Department, whichever entity approved the project as a whole.

1           ~~(g)~~    **(2) Affordable Units in RTO Districts.** In the RTO District, on site Dwelling Units  
2 that are "Affordable Units," as defined in Subsection ~~(a)~~ ~~(f)~~, shall not count toward density  
3 calculations or be limited by lot area.

4           ~~(h)~~    **(3) Double Density for Senior Housing in RH, RM, RC, and NC Districts.**  
5 Senior Housing, as defined in and meeting all the criteria and conditions defined in Section  
6 102 of this Code, is permitted up to twice the dwelling unit density otherwise permitted for the  
7 District.

8                    **(A)** Projects in RC Districts or within one-quarter of a mile from an RC or  
9 NC-2 (Small-Scale Neighborhood Commercial District) zoned area or higher, including Named  
10 Commercial Districts, and located in an area with adequate access to services including but  
11 not limited to transit, shopping and medical facilities, shall be principally permitted.

12                   **(B)** Projects in RH and RM Districts located more than one-quarter of a  
13 mile from an RC or NCD-2 (Small-Scale Neighborhood Commercial District) zoned area or  
14 higher, including Named Commercial Districts, shall require Conditional Use authorization.

15                   **(4) In-Law Units Within and Adjacent to the Castro Neighborhood**  
16 **Commercial District Accessory Dwelling Units.**

17                   **(A) Definition. An "Accessory Dwelling Unit," "In-Law Unit," also known as a**  
18 **Secondary Unit or Accessory Dwelling In-Law Unit, is defined for purposes of this Subsection**  
19 **207(c)(4) as an additional Dwelling Unit that:**

20                           **(i) is permitted to be constructed entirely within the existing built**  
21 **envelope, as it existed three (3) years prior to the time of the application, of an existing building**  
22 **zoned for Residential use or within the envelope of an existing and authorized auxiliary structure on**  
23 **the same lot; and**

1 (ii) will be constructed with a complete or partial waiver from the Zoning  
2 Administrator of the density limits and/or the parking, rear yard, exposure, or open space standards of  
3 this Code pursuant to the provisions of this Section 207(c)(4) and Section 307(l) of this Code.

4 As used in this Section 207, the term Accessory Dwelling Unit is separate and distinct  
5 from the term "dwelling units accessory to other uses" in Section 204.4.

6 (B) Applicability. The exceptions permitted by this Subsection 207(c)(4) shall  
7 apply only to lots:

8 (i) lots within the Castro Street Neighborhood Commercial District  
9 (NCD); or

10 (ii) on a lot within 1,750 feet of the Castro Street NCD boundaries,  
11 excluding any lot within 500 feet of Block 2623 Lots 116 through 154; and

12 (ii) lots located in a building undergoing mandatory seismic  
13 retrofitting in compliance with Section 34B of the Building Code or voluntary seismic  
14 retrofitting in compliance with the San Francisco Department of Building Inspection's  
15 Administrative Bulletin 094.

16 (C) Controls. An Accessory Dwelling Unit, "In-Law Unit," as defined above  
17 is permitted to be constructed within an existing building zoned for Residential use or within an  
18 existing and authorized auxiliary structure on the same lot under the following conditions:

19 (i) An Accessory Dwelling Unit shall not be constructed using  
20 space from an existing Dwelling Unit.

21 (ii) Castro Street NCD and Surrounding Area. For Accessory  
22 Dwelling Units on lots covered by Subsection 207(c)(4)(B)(i):

23 a. An In-Law Accessory Dwelling Unit shall not be permitted  
24 in any RH-1(D) zoning district.

25 (ii) b. An In-Law Accessory Dwelling Unit shall be constructed

1 entirely within the existing building envelope or auxiliary structure, as it existed three (3) years  
2 prior to the time of the application.

3 (iii)c. For buildings that have no more than 10 existing dwelling  
4 units, one In-Law Accessory Dwelling Unit is permitted; for buildings that have more than 10  
5 existing dwelling units, two In-Law Accessory Dwelling Units are permitted.

6 (iv) An In-Law Unit shall not be constructed using space  
7 from an existing Dwelling Unit.

8 (iii) Buildings Undergoing Seismic Retrofitting. For Accessory  
9 Dwelling Units on lots covered by Subsection 207(c)(4)(B)(ii):

10 a. An Accessory Dwelling Unit shall not be permitted in any  
11 RH-1 or RH-1(D) zoning district.

12 b. If allowed by the Building Code, a building in which an  
13 Accessory Dwelling Unit is constructed may be raised up to three additional feet in height to  
14 create ground-floor ceiling heights suitable for residential use.

15 (iv) Pursuant to the provisions of Section 307(l) of this Code, an In-Law  
16 Accessory Dwelling Unit may receive a waiver of the density limits and parking, rear yard, exposure,  
17 or open space standards of this Code from the Zoning Administrator; provided, however, that if the  
18 existing building or any existing dwelling unit within the building is subject to the provisions of the San  
19 Francisco Residential Rent Stabilization and Arbitration Ordinance (Chapter 37 of the Administrative  
20 Code), the property owner shall submit to the Department (AA) a proposed agreement demonstrating  
21 that the In-Law Accessory Dwelling Unit(s) are not subject to the Costa Hawkins Rental Housing Act  
22 (California Civil Code Section 1954.50) because, under Section 1954.52(b), the owner has entered into  
23 this agreement with the City in consideration for a direct financial contribution or any other form of  
24 assistance specified in California Government Code Sections 65915 et seq. ("Agreement") and (BB) if  
25 the Planning Director determines necessary, an Affidavit containing information about the direct

1 financial contribution or other form of assistance provided to the property owner. The property owner  
2 and the Planning Director (or his designee), on behalf of the City, will execute the Agreement, which  
3 shall be reviewed and approved by the City Attorney's Office. The Agreement shall be approved prior  
4 to the City's issuance of the First Construction Document, as defined in Section 107A.13.1 of the San  
5 Francisco Building Code.

6 (D) Monitoring Program.

7 (i) Monitoring of Affordability. The Department shall establish a system  
8 to monitor the affordability of the In-Law Accessory Dwelling Units authorized to be constructed by  
9 this Subsection 207(c)(4). Property owners shall provide the Department with rent information as  
10 requested by the Department. The Board of Supervisors recognizes that property owners and tenants  
11 generally consider rental information sensitive and do not want it publicly disclosed. The intent of the  
12 Board is for the Department to obtain the information so that it can be used by the Department in  
13 aggregate form, not in a manner that would be linked to specific individuals or units. The Department  
14 shall only request rental information from property owners if the notice includes the statement that the  
15 Department is acquiring it in confidence and will publicly disclose it only in aggregate form. The  
16 Department shall not ask property owners to provide rental information if it determines, after  
17 consulting with the City Attorney's Office, that the information would be publicly disclosable under  
18 federal, state, or local law in nonaggregated form.

19 (ii) Department Report. The Department shall publish a report ~~one~~  
20 year after the effective date of this Subsection 207(c)(4) by April 1, 2016, that describes and  
21 evaluates the types of units being developed and their affordability rates. The report shall contain such  
22 additional information as the Director determines would inform decisionmakers and the public on the  
23 effectiveness and implementation of the Subsection and make recommendations for any amendments or  
24 expansion of areas where In-Law Accessory Dwelling Units should be constructed. In subsequent  
25 years, information on In-Law Accessory Dwelling Units shall be included in the Housing Inventory.



City and County of San Francisco

Tails  
Ordinance

City Hall  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4689

File Number: 140954

Date Passed: March 17, 2015

Ordinance amending the Planning Code to permit exceptions from dwelling unit density limits and other requirements of the Code when adding Dwelling Units to existing buildings undergoing seismic retrofitting; deleting the requirement that a new In-Law Unit constructed in and near the Castro Street Neighborhood Commercial District be limited to 750 square feet; correcting outdated cross-references and Code language; affirming the Planning Department's California Environmental Quality Act determination; and making findings of consistency with the General Plan, and the eight priority policies of Planning Code, Section 101.1.

March 02, 2015 Land Use and Transportation Committee - AMENDED, AN AMENDMENT OF THE WHOLE BEARING SAME TITLE

March 02, 2015 Land Use and Transportation Committee - RECOMMENDED AS AMENDED

March 10, 2015 Board of Supervisors - PASSED, ON FIRST READING

Ayes: 11 - Avalos, Breed, Campos, Christensen, Cohen, Farrell, Kim, Mar, Tang, Wiener and Yee

March 17, 2015 Board of Supervisors - FINALLY PASSED

Ayes: 10 - Avalos, Breed, Campos, Christensen, Cohen, Farrell, Kim, Mar, Tang and Yee  
Excused: 1 - Wiener

File No. 140954

I hereby certify that the foregoing Ordinance was FINALLY PASSED on 3/17/2015 by the Board of Supervisors of the City and County of San Francisco.

Angela Calvillo  
Clerk of the Board

  
Mayor

3/26/15

Date Approved

# EXHIBIT H



## INFORMATION SHEET

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**NO. G-23**

**DATE** : June 29, 2016

**CATEGORY** : General

**SUBJECT** : **Addition of Dwelling Units per Ordinance Nos. 30-15, 161-15 and 162-15**

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**REFERENCE** : San Francisco Building Code, including:

- Chapter 34B Mandatory Earthquake Retrofit of Wood Frame Buildings
- Administrative Bulletin AB-004: Priority Permit Processing Guidelines
- Administrative Bulletin AB-005: Procedures for Approval of Local Equivalencies
- Administrative Bulletin AB-028: Pre-application and Pre-addendum Plan Review Procedures
- Administrative Bulletin AB-094: Definition and Design Criteria for Voluntary Seismic Upgrade of Soft-Story, Type V (wood-frame) Buildings
- Administrative Bulletin AB-106: Procedures for Implementation of SFBC Chapter 34B
- Administrative Bulletin AB-107: Application of Engineering Criteria in SFBC Chapter 34B
- Information Sheet No. G-11: School Impaction Fee Administration
- Information Sheet No. G-17: Legalization of Dwelling Units Installed Without a Permit
- Information Sheet No. S-07: Interpretation of SFBC Section 3402B, Exception 1
- Information Sheet No. S-08: Miscellaneous Clarification of AB-107 on Engineering Criteria in SFBC Chapter 34B
- Information Sheet No. FS-05: Sprinkler Systems Requirements for Addition or Legalization of Dwelling Unit
- San Francisco Planning Code
- San Francisco Fire Code
- San Francisco Administrative Code
- California Historical Building Code
- California Energy Code
- California Civil Code Section 1954.52
- Ordinance No. 30-15: Adding Dwelling Units to Existing Buildings Undergoing Seismic Retrofitting



Ordinance No. 161-15: Construction of Accessory Dwelling Units – District 8  
 Ordinance No. 162-15: Construction of Accessory Dwelling Units – District 3

**DISCUSSION :**

**(A) Summary of Ordinance Nos. 30-15, 161-15 and 162-15**

1. Ordinance No. 30-15 allows building owners participating in the City's Mandatory Seismic Retrofitting under Chapter 34B of San Francisco Building Code or voluntary seismic retrofitting programs per Administrative Bulletin AB-094 to add additional accessory dwelling units in space that was not previously residential so long as those units do not extend beyond the existing building envelope. [See Ordinance No. 30-15 Section 2(c)(4)(B)(ii)]
2. Ordinance Nos. 161-15 and 162-15 allows construction of Accessory Dwelling Units in Supervisorial Districts 8 and 3, and establish the controls regulating such units (See Attachment C).
3. The legislation will also authorize the Zoning Administrator to waive certain aspects of the Planning Code, if necessary, to allow these dwelling units to be built.
4. Ordinance No. 30-15 is applicable Citywide and may be used in any zoning district where residential uses are permitted except for the RH-1 and RH-1 (D) Zoning Districts. Ordinance Nos. 161-15 and 162-15 allows construction of Accessory Dwelling Units in Supervisorial Districts 8 and 3, and may be used in any zoning district where residential uses are permitted except for the RH-1 (D) Zoning District.
5. The Mandatory Seismic Retrofitting under Chapter 34B applies to wood-frame buildings of three or more stories or two stories over a basement or underfloor area that have any portion extending above grade, containing five or more residential dwelling units where the permit to construct was applied for prior to January 1, 1978, and, where the building has not yet been seismically strengthened.

Building permits and Certificates of Final Completion and Occupancy under this program shall clearly state Soft Story Retrofit per SFBC Chapter 34B and the Permit Application Form shall specify Engineering Criteria on Description of Work. Unit count shall remain the same.

Building permits for Soft Story Retrofit shall not include other work. Other work shall be under separate permit. Both permits may refer to the same set of plans.

For mixed used occupancies, soft story retrofit work shall be divided into two (2) building permits, one for the residential portion and one for the non-residential portion. The valuation for these permits shall be pro-rated by the square footage of the floor areas. Both permits may refer to the same set of plans.

Building permits for Soft Story Retrofit shall not include reference to addition of dwelling unit per Ordinance No. 30-15.

6. The voluntary seismic upgrade of soft-story per Administrative Bulletin AB-094 is applicable to any Type V (wood-frame) buildings, including single family homes, apartment building and condominium building.

Applicant under this program shall complete Attachment I of AB-004: Documentation of Priority Permit Processing. Approved copy of this attachment shall be attached to the building permit application form. Building permits under this program shall clearly state Soft Story Retrofit per AB-094 on Description of Work on Permit Application Form and Certificate of Final Completion and Occupancy. Unit count shall remain the same.

Building permits for Soft Story Retrofit shall not include other work. Other work shall be under separate permit. Both permits may refer to the same set of plans.

Building permits for Soft Story Retrofit shall not include reference to addition of dwelling unit for Ordinance No. 30-15.

7. The added dwelling unit shall not extend beyond the building envelope, except as follows:

Building may be raised up to three feet to create ground-floor ceiling heights suitable for residential use. Such raising of the buildings shall comply with vertical addition requirements of SFBC Section 3403 and full seismic retrofit requirements of entire building per SFBC Section 3401.10. Such raising of the building shall also comply with Planning Code requirements including but not limited to: notification requirements, height limits, and historic review.

**(B) Determination of Equivalencies**

Through pre-application meeting (see AB-028 or AB-005) or through development of information sheets, DBI and Fire shall determine whether Building and Fire code equivalencies are applicable to the various code issues related to dwelling unit addition.

Code equivalencies on sprinkler requirements, to help facilitate addition of dwelling units, are addressed in Information Sheet No. FS-05.

**(C) Building Code Requirements**

The addition of dwelling units needs to meet San Francisco Building Code and Fire Code requirements.

**(D) Energy Code Requirements**

The addition of dwelling units needs to meet Title 24 California Energy Code.

Please note that legalization of dwelling units per Ordinance No. 43-14 does not need to meet Title 24 California Energy Code. (See Information Sheet No. G-17 Attachment B, Item 38)

**(E) Planning Requirements**

An Accessory Dwelling Unit shall be constructed entirely within the existing building envelope or auxiliary structure, as it existed three (3) years prior to the time of the application for a building permit. An Accessory Dwelling Unit shall not be constructed using space from an existing Dwelling Unit.

Neighborhood Notification pursuant to Planning Code Sections 311 and 312 is not required for Accessory Dwelling Units that comply with the requirements below.

In Board of Supervisors District 3, for buildings that have four existing Dwelling Units or fewer, one Accessory Dwelling Unit is permitted; for buildings that have more than four existing Dwelling Units, there is no limit on the number of Accessory Dwelling Units permitted. Accessory Dwelling Units located in District 3 may not be constructed on properties zoned RH-1 (D).

In Board of Supervisors District 8, for buildings that have no more than 10 existing Dwelling Units, one Accessory Dwelling Unit is permitted; for buildings that have more than 10 existing Dwelling Units, two Accessory Dwelling Units are permitted. Accessory Dwelling Units located in District 8 may not be constructed on properties zoned RH-1 (D).

There is no limit to the number of Accessory Dwelling Units that may be added to a building undergoing seismic retrofitting provided the Planning Code requirements below are met. In addition, buildings may be raised up to three feet to create heights suitable for residential use on lower floors and be exempt from Neighborhood Notification or a variance to expand a nonconforming building; however the building must comply with height limits. Accessory Dwelling Units associated with a building undergoing seismic retrofitting may not be constructed on properties zoned RH-1 or RH-1 (D).

The Zoning Administrator may waive rear yard, parking, open space, and density requirements and may reduce the amount of dwelling unit exposure required. Typically a new dwelling unit must face a street or conforming rear yard; however, the Zoning Administrator may reduce this requirement so that qualifying windows may face an open area that is no less than 15'X15' and is open to the sky. A qualifying window is defined in the Housing Code and must be located within a living area (e.g. living room, dining room, bedroom, or kitchen) that is at least 120 square feet in area.

All other Planning Code requirements must be met including: landscaping, permeability requirements, and bicycle parking. In addition, each unit must meet the reduced exposure requirement stated above. (See Information Sheet G-17 Attachment B) If the addition of accessory units requires exterior changes on a visible façade, design review and historic preservation review may be required.

If the subject property is located in a noise mitigation area, a noise assessment shall be prepared for proposed new Accessory Dwelling Unit(s) to identify any construction measures necessary to provide a maximum 45 dBA LDN interior noise level inside the habitable space of the proposed Accessory Dwelling Unit.

A Preliminary Project Assessment (PPA) will be required if 7 or more Accessory Dwelling Units are proposed.

Please consult with Planning Department staff to ensure that the property is eligible to add an accessory dwelling unit.

**(F) Rent Control Requirements**

In addition to the Planning requirements listed in Section (E), if the existing building or any existing dwelling unit within the building is subject to the provisions of the San Francisco Residential Rent Stabilization and Arbitration Ordinance (Chapter 37 of the Administrative Code), the property owner shall enter into an Agreement with the City that meets the requirements of California Civil Code Section 1954.52(b) (the Costa Hawkins Rental Housing Act) for an exception to the rent control exemptions in Section 1954.52(a); the new units will be subject to rent control.

Furthermore, please be aware that if the property owner is proposing to convert an existing garage, laundry room or storage space that is part of a tenancy subject to rent control to an Accessory Dwelling Unit, the property owner must have one of the "just cause" reasons specified in Rent Ordinance Section 37.9(a) to sever such a housing service from the tenancy and must follow the legal procedures to recover possession of the garage, laundry room or storage space from the tenant(s). It is recommended that you consult with an attorney to see if a specified housing service can be severed from an existing rent-controlled tenancy. You may also contact the San Francisco Rent Board for basic information regarding this requirement.

This agreement must be fully executed prior to the City's issuance of the first construction document.

**(G) School Impaction Fee Administration**

Letter from SFUSD to DBI dated 12/15/89 informing that the California State Legislature had amended School Facilities Fees legislation and exempts any residential addition of less than 500 square feet. (See Information Sheet No. G-11)

**(H) Report to Assessor – Recorder's Office**

Added dwelling units shall be reported to the Assessor when completed for applicable property tax assessment.

Under State law, the Assessor is responsible for establishing a taxable value of property located in the City & County of San Francisco. Please contact the Assessor's Office with additional questions, call 311 or visit [assessor@sfgov.org](mailto:assessor@sfgov.org).

**(I) Permit Process for Filing a Building Permit Application for the addition of Dwelling Unit per Ordinance Nos. 30-15, 161-15 and 162-15:**

1. Applicant needs to complete the Screening Form (see Attachment B) and file it at the Soft Story Counter (Window 8 on Ground Floor of 1660 Mission Street).
2. A building permit (Form 3/8: "Application for Building Permit Additions, Alterations or Repairs") is required. The Screening Form needs to be stapled to the application form.
3. The scope of work should be clearly defined and carried through the permit application, job card, and CFC (Certificate of Final Completion and Occupancy).

4. Permit application should clearly indicate the present use and the proposed use in Items Nos. 7 and 7A on the building permit application form.
5. Permit application should clearly indicate the number of existing dwelling units and the number of proposed dwelling units in Item Nos. 9 and 9A on the building permit application form.
6. The address for the new dwelling unit is not required for the building permit application.

If addition of a new address is required, submit a request for appointment via email with all the relevant information to: [Wai-Fong.Cheung@sfdgov.org](mailto:Wai-Fong.Cheung@sfdgov.org) after permit for addition of the dwelling unit is issued.

7. Accessory dwelling unit is counted as dwelling unit in the dwelling unit count.  
Accessory unit per Planning Code is not counted as dwelling unit in the dwelling unit count.
8. The added dwelling unit can be an efficiency dwelling unit or any other type of dwelling unit per Building Code.
9. The following stamp shall be stamped on "description of work" on the building permit application form:

<p><b>Add Unit per Ordinances</b> <b>30-15, 161-15 &amp; 162-15</b></p>
---

CPB staff shall input in the "description of work" in the PTS as follows:

**"Addition of dwelling units per Ordinance Nos. 30-15, 161-15 and 162-15"**

10. Separate permits are required for Soft Story Retrofit and adding dwelling units. One permit for the soft story work and one permit to add a unit dwelling unit are required. Both permits may refer to the same set of plans.

The permit for adding dwelling units shall make reference to the permit application number for Soft Story Retrofit.

The permit for adding dwelling units shall not be issued prior to issuance of permit for Soft Story Retrofit. The CFC for permit to add dwelling units shall not be issued prior to issuance of CFC for permit for Soft Story Retrofit.

These provisions are not applicable for Item #2 in Section (A).

11. Applicant needs to submit minimum two (2) sets of plans on minimum 11" x 17" size paper. Plot plan, key plan and architectural floor plans need to be included.
12. Applicant needs to submit Title 24 Energy Calculations and Compliance Forms.
13. If the subject building has active NOVs, applicant needs to bring permit application form to HIS on 6<sup>th</sup> floor for approval to proceed.


- 14. The building occupancy class will be reclassified from R3 to R2, when one or more dwelling unit(s) is added to existing single or two family building, resulting in dwelling unit count of three (3) or more.

**(J) RECORDS:**


The Number of Dwelling Units and the Occupancy Classification after proposed alteration including all addresses for the building, shall be shown on the Certificate of Final Completion and Occupancy and 3R Report.


**OTHER CONDITIONS:**

Other conditions will be evaluated on a case-by-case basis by the Supervisor or Manager. Pre-application meeting and/or approval per AB-005 is required.

  
 \_\_\_\_\_  
 Tom C. Hui, S.E., C.B.O., Director  
 Department of Building Inspection Date 6/2/16

  
 \_\_\_\_\_  
 John Rahaim, Director  
 Planning Department Date 6-13-16

  
 \_\_\_\_\_  
 Daniel deCossio  
 Fire Marshal Date 6/23/16

  
 \_\_\_\_\_  
 Robert Collins  
 Rent Board Date 6/29/16

**Attachments:**

- A. Ordinance No. 30-15 (File No. 140954): Adding Dwelling Units to Existing Buildings Undergoing Seismic Retrofitting <http://www.sfbos.org/ftp/uploadedfiles/bdsupvrs/ordinances15/0030-15.pdf>
- B. Screening Form
- C. New Planning Code Summary: Construction of Accessory Dwelling Units in Supervisor Districts 8 and 3 [http://www.sfplanning.org/ftp/files/legislative\\_changes/new\\_code\\_summaries/150804.pdf](http://www.sfplanning.org/ftp/files/legislative_changes/new_code_summaries/150804.pdf)

This Information Sheet is subject to modification at any time. For the most current version, visit our website at <http://www.sfdbi.org>

# EXHIBIT I

February 15, 2018

Board of Appeals  
City & County of San Francisco  
1650 Mission Street, Suite 304  
San Francisco, CA 94103

To the Board of Appeals:

I am writing in support of John Paxton's appeal of building permit number 2016 01 11 6829. I understand that the building owner is proposing to take away our rights to use the storage space, and to use it for someone else's benefit.

In the 5+ years that I have been living in unit #1 at 330 Presidio Avenue, I have been using the storage locker assigned to me. The right to a storage locker was specifically assigned to me under my lease, and I am attaching a copy of that part of my lease.

Three of us live in unit #1, and the storage locker is an important benefit to us since there is not much extra room in our unit. I understand that the storage locker is a housing service under the rent ordinance, and that the landlord may not sever that right from my tenancy unless he asserts one of the just causes provided under the rent ordinance. I have not received any notice from the landlord stating that he is evicting me from the storage locker, pursuant to the just cause provisions of the rent ordinance.

I should also mention that when the landlord was performing the seismic retrofit work, he cut the lock on the storage locker, and forced his way into the storage locker without my permission and without any notice to me.

I encourage you to grant John Paxton's appeal, and prevent the landlord from taking the storage space which was leased to me.

A handwritten signature in black ink, appearing to read "Anthony Tarantino". The signature is written in a cursive style with a long, sweeping underline.

Anthony Tarantino



# RESIDENTIAL TENANCY AGREEMENT

Storage space described as: 21 is hereby provided. The monthly charge for said storage space shall be \$\_\_\_\_\_ in addition to \$\_\_\_\_\_ included in the monthly rent. Tenant agrees that the charge indicated herein plus any allowable increase represents the maximum reasonable value of the service throughout the term of the tenancy. Tenant releases Owner from any liability for loss or damage to Tenant's property while stored on the Premises. Any property stored in designated storage areas shall be removed on or before the date of termination of tenancy. In the event such property is not so removed, Owner may dispose of same without any liability to Tenant whatsoever and Tenant hereby specifically waives any rights as defined in Civil Code Section 1980 et seq. Owner reserves the right to inspect all such storage areas and require necessary removal or clean up as it deems necessary for the health and safety of the Premises, the building and/or its occupants. No storage of any kind will be permitted on fire escapes or in other common areas.

Tenant's initials: MJ DVA AT

17. **PARKING SPACE(S):** (Owner to select one)

This agreement does NOT provide for parking space(s) of any motor vehicle or motorcycle anywhere in or about the Premises and/or the building.

Parking space(s) described as: \_\_\_\_\_ is herein provided. The monthly charge for said parking space(s) shall be \$\_\_\_\_\_ in addition to \$\_\_\_\_\_ included in the monthly rent. Tenant agrees that the charge indicated herein plus any allowable increase represents the maximum reasonable value of the service throughout the term of the tenancy. Tenant agrees to use the parking space(s) exclusively for the parking of motor vehicles, excluding trailers of any kind, boats, campers, buses, or trucks larger than a one-ton pickup. Absolutely NO automotive cleaning, washing, maintenance or repair work of any kind and NO storage of any kind shall be permitted in or about the parking space(s).

Tenant's initials: MJ DVA AT

18. **UTILITIES:** Tenant shall pay directly for all utilities, services and charges provided to the Premises EXCEPT for those listed as follows: water and garbage. Tenant agrees to comply with any energy or water conservation programs implemented by Owner. Tenant understands that the rent paid by all residents is partially determined by the cost of utilities. Nothing contained herein prevents Owner from passing through to Tenant utility costs as provided by law.

In accordance with local regulations Owner shall provide one working telephone line and one working telephone jack into the Premises. (Link to the local gas and electric company, the telephone company charges for time required to repair telephone lines, wall jacks, etc. Therefore, Tenant shall obtain and keep in force an Inside Wiring Repair Plan, if available, with the telephone company that will defray the costs of any necessary repairs.

Tenant shall be provided access to the building and the Premises for the installation of utility and communication lines and services ONLY as required by law and ONLY upon prior written consent by Owner.

Tenant's initials: MJ DVA AT

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

Except in an emergency, maintenance and repair requests must be made in writing and delivered to Owner or its Agent. Such notice shall also be deemed permission to enter the Premises to perform such maintenance or repairs in accordance with Civil Code Section 1954 and paragraph 23 herein unless otherwise specifically requested, in writing, by Tenant. Tenant, however, may not place any unreasonable restrictions upon such access or entry. The Premises shall be rebuttably presumed to be in a safe and habitable condition unless and until written notice to the contrary is received by Owner.

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

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

20. **ALTERATIONS:** Tenant shall NOT remove, renovate, paint, refinish floors, or otherwise alter the Premises, common areas, or any other parts of the building. Tenant shall not apply adhesive paper to any cabinets, walls, or doors; nor shall Tenant hang any plants, planters or lighting fixtures from ceilings or walls; nor shall Tenant tack, nail or glue any coverings to floors or walls without prior written consent of Owner. Tenant shall not install nor operate any washing machines, clothes dryers, portable dishwashers, deep freeze units (or other such appliances), ponds, organs, or outside antennae on the Premises without prior written consent of Owner. No plants, planters or plant boxes may be placed directly on floors or on carpets, on window ledges or on fire escapes.

**Satellite Dishes:** Tenant may, ONLY upon prior written consent of Owner, install satellite dishes within the Premises. However, such installation shall be subject to all of the following rules and conditions: 1) Dish must be installed WITHIN the exterior boundaries of the Premises or inside balcony railings or windows; 2) Dish may only be mounted in such a way as to not be visible from the street or in any other way negatively impact the outward appearance of the building; 3) Satellite dish may not exceed one (1) meter in diameter; 4) Dish must be securely and properly mounted in a workman-like manner by a licensed contractor; 5) Installation must not damage unit, unit walls or other appurtenances; 6) Tenant remains strictly liable for any injury or damage to persons or property caused by the satellite dish and Tenant MUST maintain sufficient liability coverage against any such injury or damage. Proof of such insurance MUST be provided to Owner, with Owner listed as an "additional insured," prior to approval of installation and upon each renewal of coverage.

Upon termination of tenancy, owner shall have the option, at owner's sole discretion, to require tenant to restore the Premises to the original condition as received excepting normal wear and tear.

21. **LOCKS:** Tenant shall NOT change any lock or place additional locking devices upon any door or window of the Premises without the prior written consent of Owner. In the event of such installation Tenant shall provide Owner with keys to such lock or device within 48 hours. Any expense incurred by Owner as a result of Tenant action, such as changing of locks, shall be reimbursed by Tenant upon demand. Once installed, an approved lock may not be removed even when the unit is vacated. Keys to the Premises are the exclusive property of Owner. Tenant shall not assign keys to the Premises to any other person without the prior written consent of Owner. In the event that any keys to the Premises are lost, Tenant shall be liable for the entire cost of all key and lock replacement, at the discretion of Owner, as required for the security of the Premises, the building and its occupants. All keys must be returned to Owner when Tenant vacates. Tenant shall be charged for the cost of new locks and keys if all keys are not returned.

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

23. **ENTRY AND INSPECTION:** Owner shall have the right to enter the Premises pursuant to California Civil Code Section 1954; in addition, Owner shall have the right upon reasonable notice to enter the unit to inspect for possible health risks, defects, code violations, necessary repairs or maintenance or to exhibit the unit to real estate professionals for purposes of sale. Owner shall give Tenant reasonable notice of its intention to enter the Premises and shall enter only during normal business hours, unless otherwise agreed by Tenant. For purposes of this paragraph, normal business hours shall be defined as 7:00 AM to 7:00 PM, everyday of the week. Tenant may not place any unreasonable restrictions upon such entry. If, however, Owner reasonably believes that an emergency exists (such as a fire or flood) which requires immediate entry, such entry may be made without prior notice to Tenant.

If Tenant has, after written notice to cease, continued to deny Owner access to the unit, as required by State law, such failure is a substantial breach of this agreement and is a just cause

Board of Appeals  
City & County of San Francisco  
1650 Mission Street, Suite 304  
San Francisco, CA 94103

February 17, 2018

Re: Appeal of Building Permit 2016 01 11 6829

To the Board of Appeals:

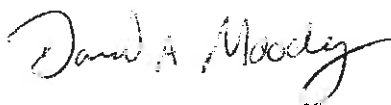
I am writing in support of John Paxton's Appeal of the building permit described above. I am disturbed by the news that the building owner is proposing to destroy my storage space, and convert it to new residential units.

I have occupied unit #3 at 330 Presidio for over 20 years, and during that time I have been using the storage locker assigned to me.

The storage locker is an important benefit to me, and I depend on the storage space that it provides. It is my understanding that the storage locker is a housing service under the rent ordinance, and that the landlord may not take the right away unless he asserts one of the just causes as provided under the rent ordinance. I have not received any notice from the landlord stating that he is evicting me from the storage locker, pursuant to the just cause provisions of the rent ordinance.

I should also mention that when the landlord was performing the seismic retrofit work on the first floor, he cut the lock on my storage locker, and forced his way into the storage locker without my permission, and without any notice to me.

I respectfully request that you grant Mr. Paxton's appeal, and prevent the landlord from taking space which is part of my tenancy.



Dave Moody

p: (415) 609-9378

e: dave.moody@gmail.com

Board of Appeals  
City & County of San Francisco  
1650 Mission Street, Suite 304  
San Francisco, CA  
94103

February 14, 2018

To the Board of Appeals:


We are writing in support of John Paxton's Appeal, and urge you to revoke building permit #2016 01 11 6829.


It is clearly the intent of the landlord to take away our use of our storage locker, and convert it to new, residential units. We occupy unit #4 under a written lease, and the storage locker is specifically included under our lease. We have been using it for more than 4 years, and we don't understand how the landlord can just take that from us. A copy of that portion of our lease is attached. The storage is an important part of our tenancy, and it would be a loss if it were taken from us. Not to mention the lack of any storage within the apartment unit itself to then house the contents of said storage space should the landlord remove this space from us.


We have never received any notice from the landlord, as required by the Rent Ordinance, of his intent to sever the storage locker from our tenancy.

The landlord has a history of not abiding by the rules. For example, he cut the lock on our storage unit, without notice, and forced his way into the storage locker when he was performing the seismic retrofit work on the building.

We urge you to agree that John Paxton's appeal should be granted, and that the landlord should be prevented from taking our storage locker, without complying with the just-cause provisions of the Rent Ordinance.

  
Sheila Chinichian  
2/14/18

  
Amy Aymar  
2/15/18

  
Emily Wood  
2/15/18

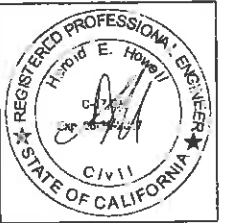
Sheila Chinichian, Emily Wood & Amy Aymar  
(Tenants in 330 Presidio Ave, Apt #4)

18. STORAGE (Owner to select one)

No additional storage space outside of the Premises is authorized, permitted or provided under this Agreement.

Storage space described as            is hereby provided. The monthly charge for said storage space shall be  \$            in addition to  \$            included in the monthly rent. Tenant agrees that the charge indicated herein plus any allowable increases represents the maximum reasonable value of the service throughout the term of the tenancy. Tenant releases Owner from any liability for loss or damage to Tenant's property while stored on the Premises. Any property stored in designated storage areas shall be removed on or before the date of termination of tenancy. In the event such property is not so removed, Owner may dispose of same without any liability to Tenant whatsoever and Tenant hereby specifically waives any rights as defined in Civil Code Section 1980 et. seq. Owner reserves the right to inspect all such storage areas and require necessary removal or clean up as it deems necessary for the health and safety of the Premises, the building and/or its occupants. No storage of any kind will be permitted on fire escapes or in other common areas.

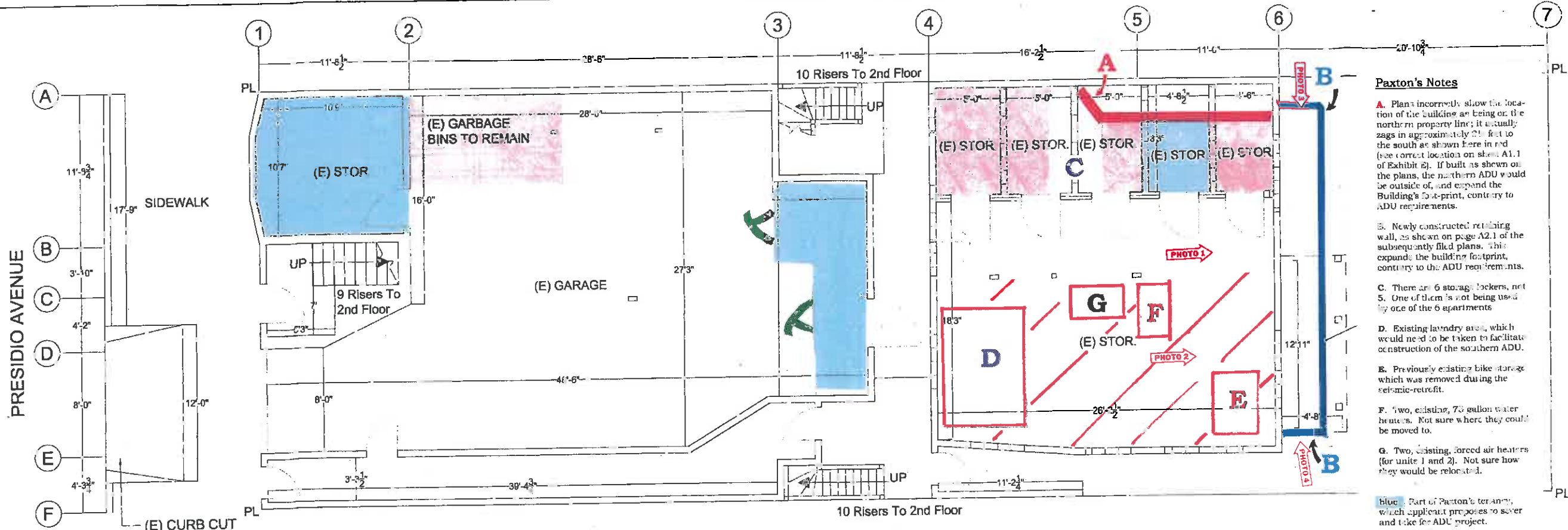
# EXHIBIT J



330 PRESIDIO AVENUE  
Block 1007, Lot 019  
San Francisco, CA 94115

330 Presidio Avenue

Permit Number: 2016-01-11-6829 R-1



**Paxton's Notes**

**A.** Plans incorrectly show the location of the building as being on the northern property line; it actually zags in approximately 20 feet to the south as shown here in red (see correct location on sheet A1.1 of Exhibit 2). If built as shown on the plans, the northern ADU would be outside of, and expand the Building's Foot-print, contrary to ADU requirements.

**B.** Newly constructed retaining wall, as shown on page A2.1 of the subsequently filed plans. This expands the building footprint, contrary to the ADU requirements.

**C.** There are 6 storage lockers, not 5. One of them is not being used by one of the 6 apartments.

**D.** Existing laundry area, which would need to be taken to facilitate construction of the southern ADU.

**E.** Previously existing bike storage which was removed during the seismic-retrofit.

**F.** Two, existing, 75 gallon water heaters. Not sure where they could be moved to.

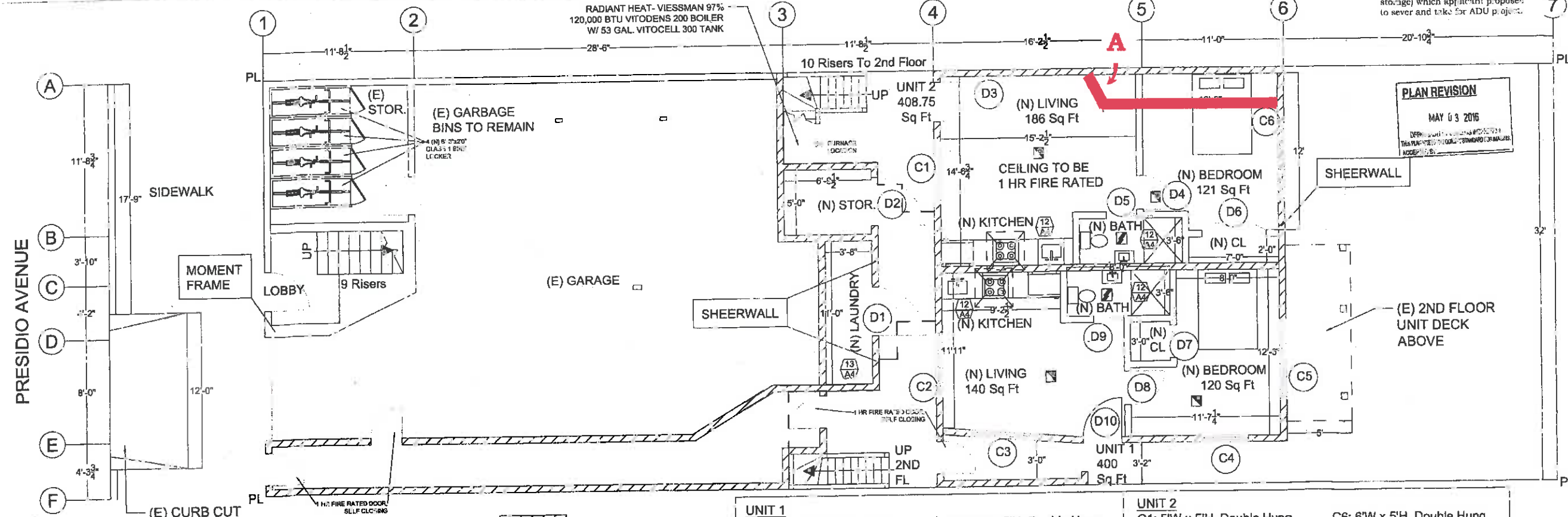
**G.** Two, existing, forced air heaters (for units 1 and 2). Not sure how they would be relocated.

**blue:** Part of Paxton's tenancy, which applicant proposes to sever and take for ADU project.

**pink:** Part of other tenancy space which the applicant proposes to sever and take for ADU project.

**orange hash:** Common area including services (laundry and bike storage) which applicant proposes to sever and take for ADU project.

**1 (E) FIRST FLOOR PLAN**  
SCALE: 1/4" = 1'-0"



<b>UNIT 1</b> C2: 5'W x 5'H, Double Hung Vent= 12.5 Sq Ft (5.8 Req'd) Light= 25 Sq Ft (11.6 Req'd)	C5: 6'W x 5'H, Double Hung Vent= 15 Sq Ft (4.8 Req'd) Light= 30 Sq Ft (9.6 Req'd)	<b>UNIT 2</b> C1: 5'W x 5'H, Double Hung Vent= 12.5 Sq Ft (7.4 Req'd) Light= 25 Sq Ft (11.6 Req'd)	C6: 6'W x 5'H, Double Hung Vent= 15 Sq Ft (4.8 Req'd) Light= 30 Sq Ft (9.6 Req'd)
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**2 (N) FIRST FLOOR PLAN**  
SCALE: 1/4" = 1'-0"

**PLAN REVISION**  
MAY 6 3 2016

**FIRST FLOOR PLANS**

Date: 10/15/2015  
Drawn by: J.C.  
Checked by: J.P.

**A2.1**

# EXHIBIT K



# Addition of Dwelling Units Per Ordinance 30-15

1760 Mission Street  
San Francisco, CA 94103  
415-992-3383



## What is Ordinance 30-15?

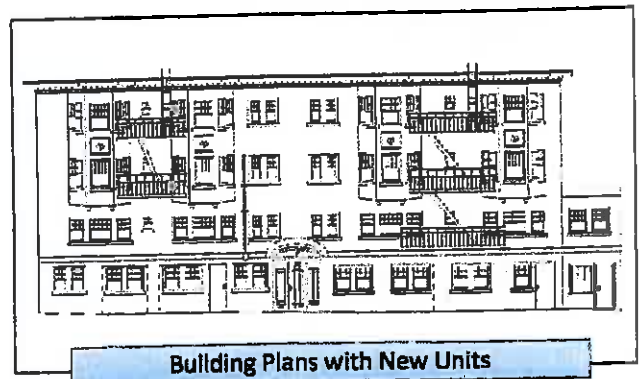
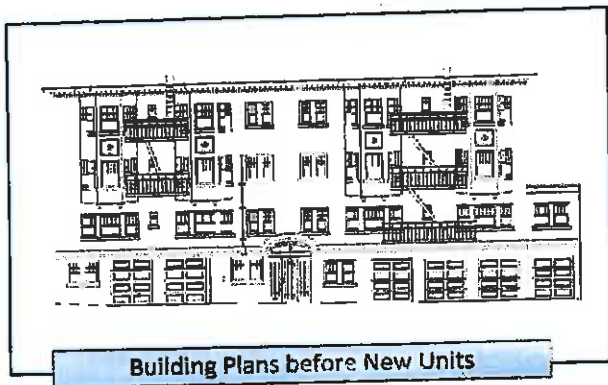
Ordinance 30-15 applies to owners who have complied with a Mandatory or Voluntary Seismic Retrofit. This includes both the **Mandatory Soft Story Retrofit Program** (detailed in San Francisco Building Code Chapter 34B) and the **Voluntary Seismic Retrofit Program** (detailed in San Francisco Building Code Administrative Bulletin AB-094).

The ordinance allows these buildings to add additional dwelling units within the existing structure, waiving certain Planning Department restrictions such as density and rear yard requirements.

## How many units can be added, and where?

There is no limit to the number of units that can be added under this ordinance, as long as all units are within the building envelope. Units are typically added on the story that is targeted by the seismic retrofit. These stories usually have large open spaces, such as garages and basements, which can be converted into new units.

Crawl spaces below the ground floor can also be excavated down to accommodate the necessary ceiling heights needed for living space in some situations.



For more information about these programs, visit the Department of Building Inspection's website at [sfdbi.org/unitaddition](http://sfdbi.org/unitaddition)

CITY & COUNTY OF SAN FRANCISCO  
Department of Building Inspection



## How do I know if my building can add units?

The first step is to see if the building is subject to the Mandatory Seismic Retrofit Program. Any building in this program is eligible to add units under Ordinance 30-15.

If you are not subject to the Mandatory program, you can still opt to participate in the Voluntary Seismic Upgrade Program, and are also eligible to add additional units.

However, each building is different, and there are a number of requirements that each unit must comply with. This means that even if your building is eligible for this ordinance, it may not have the capacity to add units. You will need to consult with someone familiar with the permitting process for these units to find out if and where units can be added.



A new Additional Dwelling Unit

## When should I decide if I want to add units?

Unit design should be done before the soft story retrofit plans are created. This way, the retrofit plans can be design around the future unit.

If the retrofit work has already been done, units can still be added, but additional seismic work may be needed to allow for the changes from the new unit.

## What can Mercury Engineering Group offer?

Here at Mercury Engineering Group, we specialize in residential design AND seismic retrofitting. This means that our firm can both help prepare plans for new units, and design and engineer the soft story retrofit. Our firm was one of the first to begin submitting permits under this ordinance, and we have the most experience of any company with the process and requirements.

In addition, we work hand-in-hand with our sister contracting firm, SF Garage Company, to offer easy and affordable construction. Together, we can provide an all-in-one experience that no other company in the bay area can match.

Contact us today to learn more about our process, meet with us about a project, or simply ask a question! We are happy to help in any way we can.



# EXHIBIT L

**GENERAL NOTES**

1. ALL WORKS SHALL COMPLY WITH THE REQUIREMENTS OF THE FOLLOWING CALIFORNIA CODES, REGARDLESS OF DETAILS OR PLANS:
  - 2013 CALIFORNIA BUILDING CODE (CBC)
  - 2013 CALIFORNIA ELECTRICAL CODE (NEC)
  - 2013 CALIFORNIA MECHANICAL CODE (CMC)
  - 2013 CALIFORNIA PLUMBING CODE (CPC)
  - 2013 GREEN BUILDING CODE
  - 2013 CALIFORNIA ENERGY CODE
  - 2013 CALIFORNIA FIRE CODE
  - 2013 CALIFORNIA HISTORICAL BUILDING CODE
  - 2013 CALIFORNIA EXISTING BUILDING CODE
- WORKS SHALL ALSO COMPLY WITH THE FOLLOWING SAN FRANCISCO CODES AND AMENDMENTS:
  - 2013 SAN FRANCISCO BUILDING CODE AMENDMENTS
  - 2013 SAN FRANCISCO ELECTRICAL CODE AMENDMENTS
  - 2013 SAN FRANCISCO MECHANICAL CODE AMENDMENTS
  - 2013 SAN FRANCISCO PLUMBING CODE AMENDMENTS
  - 2013 SAN FRANCISCO GREEN BUILDING CODE AMENDMENTS
  - 2013 SAN FRANCISCO HOUSING CODE
  - 2015 SAN FRANCISCO PLANNING CODE
- AS WELL AS ANY AND ALL OTHER GOVERNING CODES AND ORDINANCES. IN THE EVENT OF A CONFLICT, THE MORE STRINGENT REQUIREMENTS SHALL APPLY.
2. DETAILS AND DIMENSIONS OF CONSTRUCTION SHALL BE VERIFIED AT THE SITE BY THE CONTRACTOR, AND DISCREPANCIES BETWEEN THE PLAN AND EXISTING CONDITIONS SHALL BE REPORTED PROMPTLY TO THE ENGINEER OF RECORD.
3. DO NOT SCALE THESE DRAWINGS
4. MERCURY ENGINEERING GROUP ASSUMES NO RESPONSIBILITY FOR THE SUPERVISION OF CONSTRUCTION OR THE PROPER EXECUTION OF THE WORK SHOWN ON THESE DRAWINGS. SAFETY METHODS AND TECHNIQUES ARE THE SOLE RESPONSIBILITY OF THE GENERAL CONTRACTOR.
5. THE GENERAL CONTRACTOR SHALL VERIFY AND ASSUME RESPONSIBILITY FOR ALL DIMENSIONS AND SITE CONDITIONS. THE GENERAL CONTRACTOR SHALL INSPECT THE EXISTING SITE/BUILDING CONDITIONS AND MAKE NOTE OF EXISTING CONDITIONS PRIOR TO SUBMITTING PRICING. NO CLAIM SHALL BE ALLOWED FOR DIFFICULTIES ENCOUNTERED WHICH COULD HAVE REASONABLY BEEN INFERRED FROM SUCH AN EXAMINATION.
6. THE GENERAL CONTRACTOR SHALL REPORT, IN WRITING, ANY AND ALL ERRORS, OMISSIONS, INCOMPLETE INFORMATION, OR CONFLICTS FOUND IN THE CONSTRUCTION DOCUMENTS TO THE OWNER, ARCHITECT, AND ENGINEER OF RECORD BEFORE PROCEEDING WITH THE WORK.
7. THE GENERAL CONTRACTOR SHALL HOLD RESPONSIBILITY FOR APPLYING FOR, AND OBTAINING, ALL REQUIRED INSPECTIONS TO CONFORM WITH LOCAL BUILDING AND FIRE CODES.
8. CONTRACTOR SHALL ENSURE THAT GUIDELINES SET FORTH IN THE DOCUMENTS ARE MAINTAINED DURING CONSTRUCTION, INSTALLATION, AND FINISHING OF ALL ASPECTS OF THIS PROJECT.
9. DETAILS SHOWN ARE TYPICAL. SIMILAR DETAILS APPLY IN SIMILAR CONDITIONS.
10. ALL ASSEMBLIES SHALL BE OF APPROVED CONSTRUCTION
11. INSTALL ALL FIXTURES, EQUIPMENT, AND MATERIALS PER MANUFACTURER'S RECOMMENDATIONS AND THE REQUIREMENTS OF THE CODES. ALL APPLIANCES, FIXTURES, AND EQUIPMENT ASSOCIATED WITH PLUMBING, ELECTRICAL, AND MECHANICAL SYSTEMS SHALL BE LISTED BY A NATIONALLY RECOGNIZED AND APPROVED AGENCY.
12. THE GENERAL CONTRACTOR SHALL PROVIDE AND INSTALL SUFFICIENT BACKING/BLOCKING FOR ALL WALL-MOUNTED FIXTURES AND ANY OTHER ITEMS ATTACHED TO THE WALLS
13. PROVIDE FIRE-BLOCKING AND DRAFTSTOPS AT ALL CONCEALED DRAFT OPENINGS (VERTICAL AND HORIZONTAL) AS PER 2013 CBC SEC 717
14. MECHANICAL, PLUMBING, ELECTRICAL, AND PENETRATIONS OF FLOOR WALLS, CEILINGS SHALL BE SEALED AIRTIGHT WITH ACOUSTICAL SEALANT AND FIRESEALING AS REQ'D.
15. ALL SMOKE DETECTORS TO BE HARD WIRED
16. ALL TEMPERED GLASS SHALL BE AFFIXED WITH A PERMANENT LABEL PER CBC 2406.2
17. PROVIDE SAFETY GLAZING AT ALL HAZARDOUS LOCATIONS, INCLUDING, BUT NOT LIMITED TO GLAZING WITHIN 18 INCHES OF A WALKING SURFACE, GLAZING IN DOORS, AND WINDOWS ADJACENT TO DOORS IN ACCORDANCE WITH SECTION 2409.4
18. PROVIDE I.C.E.U. EVALUATION SERVICES INC. REPORT ON TEST DATA FOR ALL SKYLIGHTS.
19. ALL EXITS TO BE MAINTAINED DURING AND AFTER CONSTRUCTION. ALL FIRE RATINGS TO BE RESTORED AFTER CONSTRUCTION AND PENETRATIONS REPAIRED.
20. ALL FIRE & LIFE SAFETY SYSTEMS MUST BE MAINTAINED DURING CONSTRUCTION.



**SCOPE OF WORK**

MECHANICAL SOFT STORY PERMIT #2015 0934 0211  
 -Documentation of as built conditions  
 -Addition of 1 shear wall  
 -New concrete added beneath existing shearwall

**FIRE SAFETY NOTES**

-ALL EXITS TO BE MAINTAINED DURING AND AFTER CONSTRUCTION.  
 -ALL FIRE RATINGS TO BE RESTORED AFTER CONSTRUCTION AND PENETRATIONS REPAIRED  
 -ALL FIRE & LIFE SAFETY SYSTEMS MUST BE MAINTAINED DURING CONSTRUCTION

**PROJECT ADDRESS**

330 Presidio Avenue  
 San Francisco, CA 94115

**PARCEL**

1007/019

**ZONING DISTRICT**

RM-1 - Residential-Mixed, Low Density

**OCCUPANCY**

Residential R-2

**NUMBER OF UNITS**

6

**CONSTRUCTION TYPE**

TYPE V-B

**NUMBER OF STORIES**

4

**NUMBER OF BASEMENTS**

0

**ARCHITECTURAL SHEET LIST**

- A0.1 Title Page
- A1.0 Site Plan
- A2.1 1st Floor Plans

**STRUCTURAL SHEET LIST**

- S0.1 Notes & Special Inspections
- S1.1 Foundation Plans
- S2.1 Details

**OWNER:**  
 330 Presidio Avenue LLC  
 135 Saint Francis Blvd  
 San Francisco, CA 94127

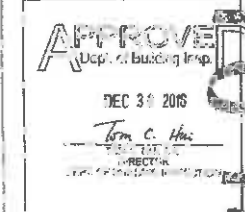
**ENGINEER:**  
 MERCURY ENGINEERING GROUP  
 1700 Mission Street  
 San Francisco, CA 94103  
 ATTN: Matthew Burkett / 415.992.0490  
 Email: matt@mercuryengineer.com



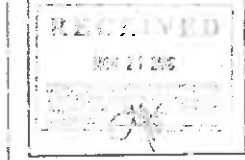
Mercury Engineering Group  
 1700 Mission Street  
 San Francisco, CA 94103  
 TEL: 415.992.0490  
 FAX: 415.276.4515



**330 Presidio Avenue**  
 Block 1007, Lot 019  
 San Francisco, CA 94115



TITLE PAGE

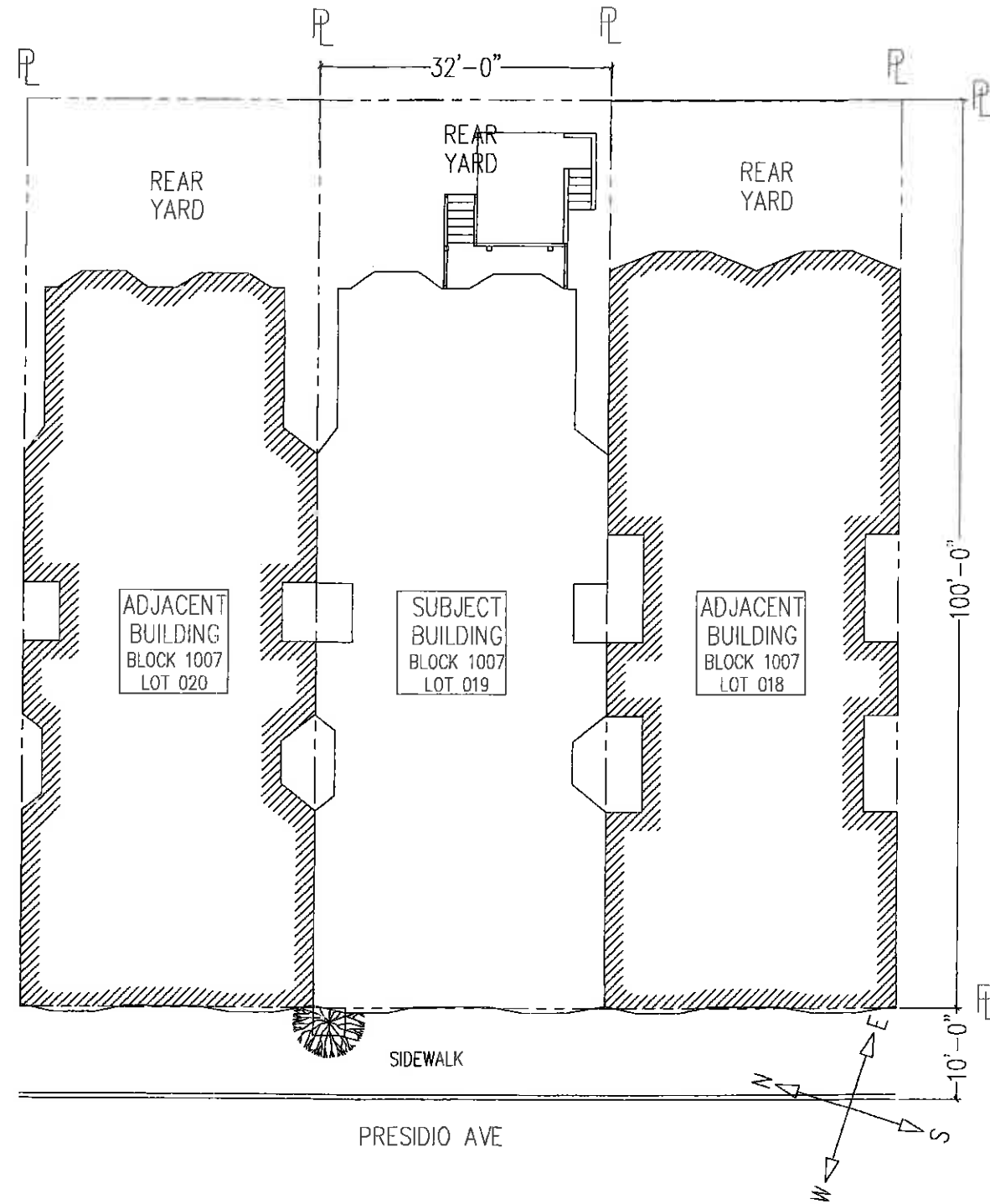


Date: 11/18/2015  
 Drawn by: M.B.  
 Checked by: H.H.

A0.1

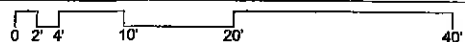
330 Presidio Avenue

2016-11-21-3276  
 Permit Number:

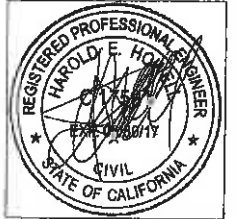


1 Site Plan

SCALE: 1/8" = 1'-0"



Mercury Engineering Group  
1700 Mission Street  
San Francisco, CA 94103  
TEL: 415.992.3383  
FAX: 415.276.4515



330 Presidio Avenue  
Block 1007, Lot 019  
San Francisco, CA 94115

APPROVED  
Dept. of Building Insp.

DEC 30 2016  
Tom C. Ho  
TOM C. HO  
DIRECTOR  
DEPT. OF BUILDING INSPECTION

DATE: JUL 21 2016

SITE PLAN

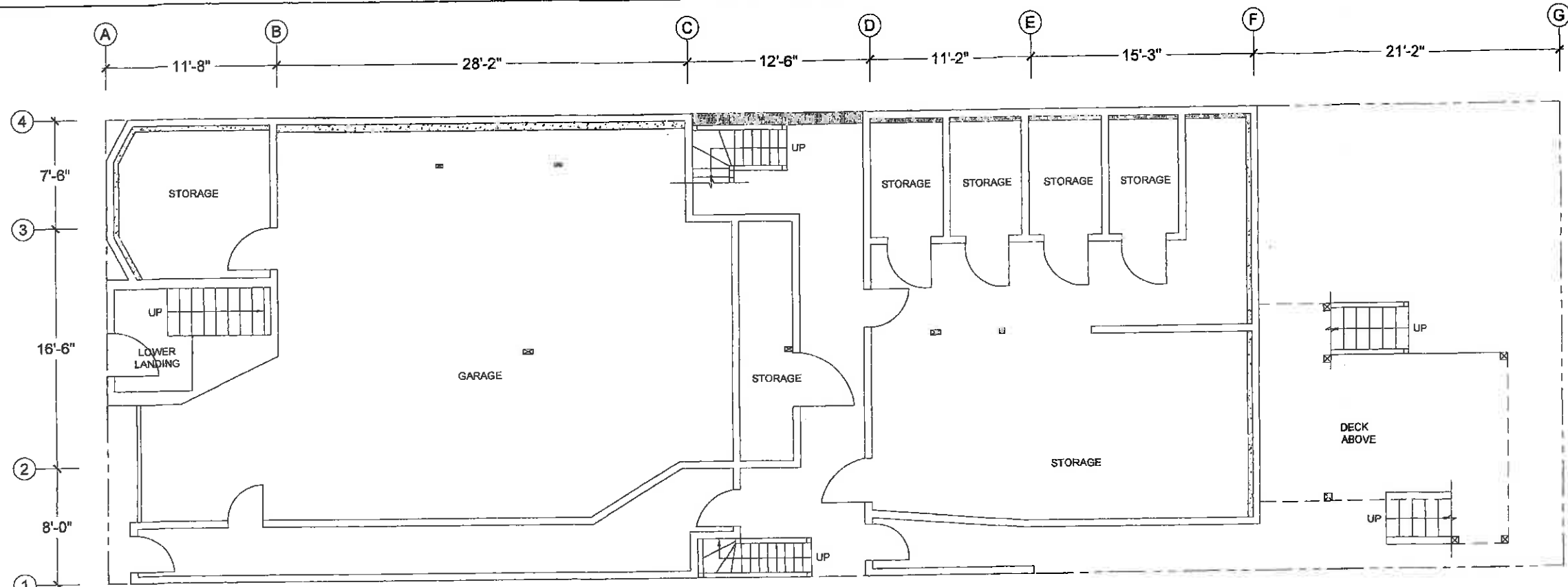
RECEIVED  
NOV 21 2016  
DEPT. OF BUILDING INSPECTION

Date: 11/18/2016  
Drawn by: M.B.  
Checked by: H.H.

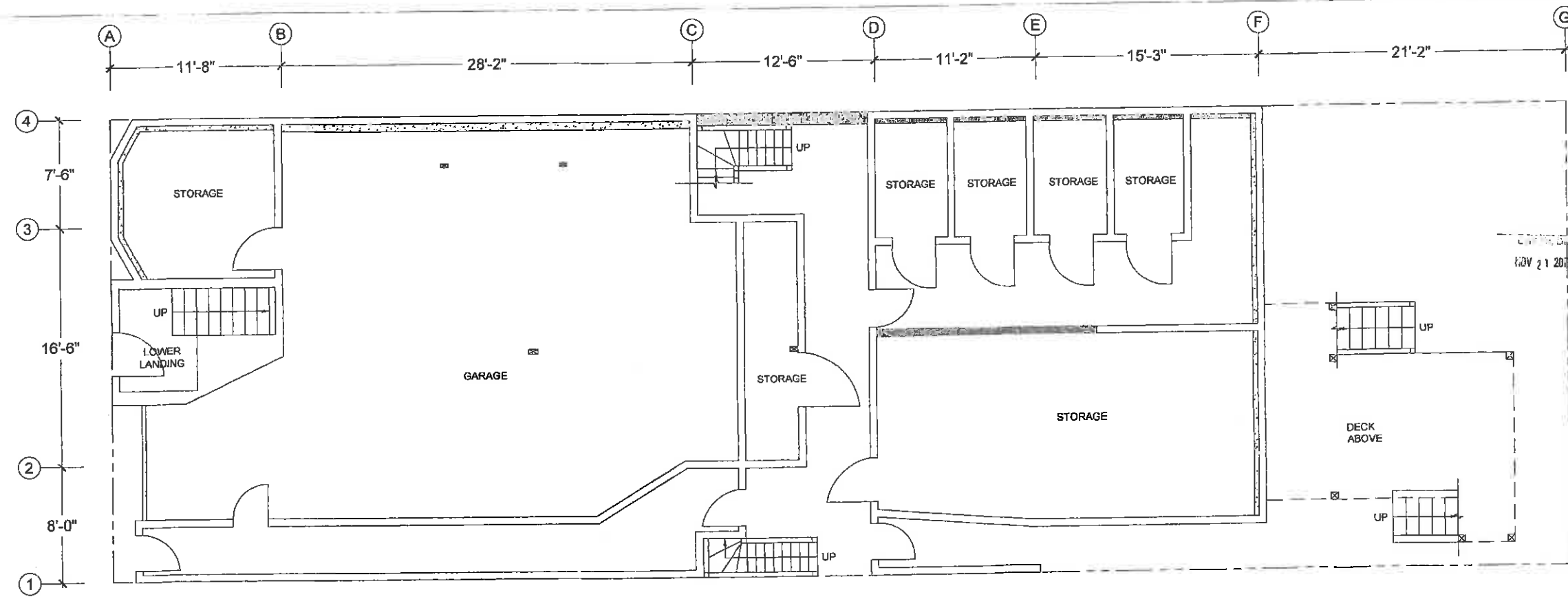
A1.1

330 Presidio Avenue

Permit Number:



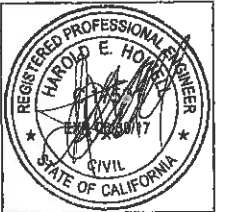
1 Existing 1st Floor Plan As Built per BPA#2015.09.04.6211  
 SCALE: 1/4" = 1'-0"  
 0 1' 2' 5' 10' 20'



2 Proposed First Floor Plan  
 SCALE: 1/4" = 1'-0"  
 0 1' 2' 5' 10' 20'



Mercury Engineering Group  
 1780 Mission Street  
 San Francisco, CA 94103  
 TEL: 415.992.3383  
 FAX: 415.276.4515



330 Presidio Avenue  
 Block 1007, Lot 019  
 San Francisco, CA 94115

**APPROVED**  
 Dept. of Building Inspection  
 DEC 30 2016  
 Tom C. ...  
 DIRECTOR  
 DEPT. OF BUILDING INSPECTION

**FIRST FLOOR PLANS**  
 NOV 21 2016

**RECEIVED**  
 NOV 21 2016  
 DEPT. OF BUILDING INSPECTION  
 QUALITY CONTROL DIVISION

Date: 11/16/2016  
 Drawn by: M.B.  
 Checked by: H.H.

**A2.1**

330 Presidio Avenue  
 Permit Number:



# STRUCTURAL NOTES

## 1. SPECIAL INSPECTIONS

- A. SPECIAL INSPECTION OR STRUCTURAL OBSERVATION IS NOT A SUBSTITUTE FOR INSPECTION BY THE BUILDING OFFICIAL OR BUILDING INSPECTOR. SPECIALLY INSPECTED WORK THAT IS INSTALLED OR COVERED WITHOUT THE APPROVAL OF THE BUILDING OFFICIAL AND THE SPECIAL INSPECTOR AND DESIGN ENGINEER IS SUBJECT TO REMOVAL OR EXPOSURE.
- B. STRUCTURAL OBSERVATION SHALL BE REQUIRED FOR STRUCTURAL COMPLIANCE OF THE APPROVED PLANS PER CBC SEC. 1702
- C. ENGINEER MUST NOTE ON JOB CARD, IN INSPECTION NOTE SECTION, THAT STRUCTURAL OBSERVATION HAS BEEN PERFORMED AND STRUCTURE IS IN COMPLIANCE TO THE APPROVED PLANS PRIOR TO BUILDING INSPECTION BY SAN FRANCISCO BUILDING INSPECTOR.

## 2. SHORING AND BRACING

- A. IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO DESIGN AND PROVIDE ADEQUATE SHORING, BRACINGS, ETC. AS REQUIRED FOR THE PROTECTION OF LIFE AND PROPERTY PRIOR TO AND DURING ALL CONSTRUCTION. SUCH DESIGN AND METHOD OF SHORING AND BRACING SHALL BE SUBMITTED TO THE STRUCTURAL ENGINEER FOR REVIEW PRIOR TO SUCH WORKS.
- B. IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO DESIGN AND PROVIDE UNDERPINNING FOR ADJACENT STRUCTURE AS REQUIRED FOR PROTECTION OF LIFE AND PROPERTY TO ALL CONSTRUCTION. SUCH DESIGN AND METHOD OF UNDERPINNING SHALL BE SUBMITTED TO THE STRUCTURAL ENGINEER FOR REVIEW PRIOR TO SUCH WORKS.
- C. POURING IN SECTIONS: 5'-0" SECTIONS IN FOUR-PHASE SEQUENCE TYP. SECTION SIZE ALLOWED TO BE INCREASED PER SOILS ENGINEER OR E.O.R.

## 3. FOUNDATIONS

- A. ALLOWABLE SOIL PRESSURE: FOR D.L. + L.L. = 1500 PSF
- B. ALL FOOTING SHALL BEAR ON UNDISTURBED SOIL BELOW NATURAL OR FINISHED GRADE, WHICHEVER IS LOWER.
- C. WHERE THERE IS A DIFFERENTIAL ELEVATION AT BOTTOMS OF ADJACENT FOUNDATION WHICH EXCEEDS TWO FEET (2'-0"), FOUNDATION SHALL BE STEPPED AS SHOWN ON STEPPED FOOTING DETAILS.
- D. FOUNDATION WALL BACKFILL SHALL BE BROUGHT UP SIMULTANEOUSLY ON EACH SIDE SO THAT EARTH LEVEL ON ONE SIDE IS NEVER MORE THAN 8" THAN THE OTHER SIDE UNLESS APPROVED SHORING IS PROVIDED.

## 4. BACKFILL

- A. FILL SHALL BE FREE FROM ORGANIC MATTER AND OTHER DETERIORATE SUBSTANCES.
- B. ROCK BASE SHALL BE GRADED MINERAL AGGREGATE.
- C. SAND SHALL BE NATURAL CONFORMING TO ASTM C35.
- D. VAPOR BARRIER SHALL BE 8-MIL POLYETHYLENE.
- E. **COMPACTION:** COMPACT FILL SHALL BE DONE BY POWER TAMPING, ROLLING OR COMBINATIONS THEREOF IN LAYERS 8 INCHES OR LESS TO AT LEAST 90 PERCENT RELATIVE COMPACTION.

## 5. CONCRETE

- A. BASIS FOR DESIGN: SEE TABLE 5A
- B. ALL REINFORCING STEEL BAR SHALL BE ASTM A615 GRADE 40 FOR #4 AND SMALLER, AND ASTM A615, GRADE 60 FOR #5 AND LARGER. ALL WELDED-WIRE FABRIC SHALL BE ASTM A185. ALL TIE WIRE SHALL BE ASTM A82 BLACK ANNEALED
- C. MINIMUM CONCRETE PROTECTION FOR REINFORCEMENTS SHALL BE 3" (TO FACE OF BARS) WHERE CONCRETE IS POURED AGAINST EARTH, 2" WHERE CONCRETE IS POURED AGAINST FORMS BELOW GROUND, AND 1 1/2" UNLESS INDICATED ON THE DRAWINGS, WHERE CONCRETE IS POURED ELSEWHERE.
- D. ALL REINFORCING, ANCHOR BOLTS, INSERTS ETC. SHALL BE RIGIDLY SECURED IN PLACE PRIOR TO POURING CONCRETE. ALL HORIZONTAL REINFORCING TO BE SUPPORTED ON GALVANIZED CHAIRS EXCEPT THAT MORTAR BLOCKS OR OTHER APPROVED METHODS OF SUPPORT SHALL BE USED AT FOOTINGS, AND SLAB ON GRADE.
- E. **FORMWORK**  
LUMBER: D.F., CONSTRUCTION GRADE, SIS2E  
PLYWOOD: APA GRADED, PLYFORM, B-B EXT.  
PAPER: FOR ALL AROUND CONCRETE COLUMNS, SONOTUBE FIBER FORMS AS MANUFACTURED BY SONOCO CO., OR ECONOMOLD AS MANUFACTURED BY DESLAUNERS COLUMN MOULD CO. OR EQUAL.

## 6. CARPENTRY

- A. BEAMS, JOISTS AND PURLINS SHALL ONLY BE CUT AS SHOWN ON DRAWINGS. HOLES AND CUTOUTS SHALL NOT BE LARGER THAN 1/5 OF THE DEPTH OF MEMBER FROM TOP NOR BE LOCATED FARTHER THAN 3 TIMES DEPTH OF MEMBER FROM SUPPORTS.
- B. TIMBER FASTENERS AND HANGERS SHALL BE AS MANUFACTURED BY SIMPSON COMPANY OR EQUAL.
- C. ALL NAILS SHALL BE COMMON NAILS.
- D. FRAMING LUMBER SHALL BE DOUGLAS FIR (UNLESS OTHERWISE NOTED)  
SILL: GRADE #2 OR BETTER  
PLATES: GRADE #2 OR BETTER  
JOISTS: GRADE #1  
POSTS: GRADE #1  
STUDS: GRADE #2
- E. PLYWOOD SHEATHING SHALL BE DOUGLAS FIR, GRADE 1, C-C EXTERIOR "EXPOSURE 1", UNLESS NOTED OTHERWISE.
- F. PARALLAM STRAND LUMBER (PSL) 2.0 E DOUGLAS FIR PARALLAM PSL BY MACMILLAN OR APPROVED EQUAL
- G. ALL WOOD EXPOSED TO WEATHER SHALL BE PRESSURE TREATED WOOD OR REDWOOD (GRADE: CLEAR STRUCTURAL). ALL BOLT AND NAIL HOLES SHALL BE CAULKED & SEALED WITH APPROPRIATE CAULKING MATERIAL. CONTRACTOR SHOULD CHECK TO MAKE SURE THAT EACH PIECE OF LUMBER & PLYWOOD BEARS AN APPROPRIATE MARK CERTIFYING BY THE PRESERVATIVE TREATER WITH THE TREATING AND DRYING PROVISIONS OF THE AMERICAN WOOD PRESERVERS BUREAU AWPB-FDN STANDARD.

## 7. STRUCTURAL STEEL

- A. ALL STRUCTURAL STEEL SHAPES, PLATES, TUBING AND BARS SHALL CONFORM WITH ASTM A992.
- B. PIPE COLUMNS SHALL CONFORM WITH ASTM A53, GRADE B.
- C. FABRICATION AND ERECTION SHALL BE IN ACCORDANCE WITH THE LATEST AISC SPEC. ALL WELDING SHALL BE DONE BY CERTIFIED WELDERS.
- D. ALL ANCHOR BOLTS AND MACHINE BOLTS SHALL BE ASTM A307. ALL HIGH STRENGTH BOLTS SHALL BE ASTM A325. ALL WELDING ELECTRODES SHALL BE ASTM A233, E70XX6.
- E. ALL STEEL EXPOSED TO WEATHER SHALL BE GALVANIZED.

## 8. SHOTCRETE

- A. ALL REINFORCING STEEL BAR SHALL BE #5 AND SMALLER
- B. MINIMUM CONCRETE PROTECTION FOR REINFORCEMENTS SHALL BE 2 1/2" (TO FACE OF BARS). WHERE BARS LARGER THAN #5 ARE PERMITTED, THERE SHALL BE A MINIMUM CLEARANCE BETWEEN PARALLEL BARS EQUAL TO SIX DIAMETERS OF THE BARS USED.
- C. SPLICES: LAP SPLICES OF REINFORCING BARS SHALL UTILIZE THE NONCONTACT LAP SPLICES METHOD WITH A MINIMUM CLEARANCE OF 2 INCHES BETWEEN BARS.
- D. SHOTCRETE SHALL NOT BE APPLIED TO SPIRALLY TIED COLUMNS
- E. REBOUND: ANY REBOUND OR ACCUMULATED LOOSE AGGREGATE SHALL BE REMOVED FROM THE SURFACES TO BE COVERED PRIOR TO PLACING THE INITIAL OR ANY SUCCEEDING LAYERS OF SHOTCRETE. REBOUND SHALL NOT BE USED AS AGGREGATE.
- F. JOINTS: UNFINISHED WORK SHALL NOT BE ALLOWED TO STAND FOR MORE THAN 30 MINUTES UNLESS EDGES ARE SLOPED TO A THIN EDGE. BEFORE PLACING ADDITIONAL MATERIAL ADJACENT TO PREVIOUSLY APPLIED WORK, SLOPING AND SQUARE EDGES SHALL BE CLEANED AND WETTED.
- G. DAMAGE: IN-PLACE SHOTCRETE THAT EXHIBITS SAGS, SLOUGHS, SEGREGATION, HONEYCOMBING, SAND POCKETS OR OTHER OBVIOUS DEFECTS SHALL BE REMOVED AND REPLACED. SHOTCRETE ABOVE SAGS AND SLOUGHS SHALL BE REMOVED AND REPLACED WITH STILL PLASTIC.
- H. CURING: SHOTCRETE SHALL BE MAINTAINED ABOVE 40 F AND IN MOIST CONDITION.  
INITIAL CURING: SHOTCRETE SHALL BE KEPT CONTINUOUSLY MOIST FOR 24 HRS AFTER SHOTCRETING IS COMPLETE OR SHALL BE SEALED WITH AN APPROVED CURING COMPOUND.  
FINAL CURING: FINAL CURING SHALL CONTINUE FOR SEVEN DAYS AFTER SHOTCRETING, OR FOR THREE DAYS IF HIGH-EARLY-STRENGTH CEMENT IS USED, OR UNTIL THE SPECIFIED STRENGTH IS OBTAINED. FINAL CURING SHALL CONSIST OF THE INITIAL CURING PROCESS OR THE SHOTCRETE SHALL BE COVERED WITH AN APPROVED MOISTURE-RETAINING COVER.  
STRENGTH TEST: STRENGTH TEST SHALL BE MADE BY AN APPROVED AGENCY ON SPECIMENS THAT ARE REPRESENTATIVE TO THE WORK AND WHICH HAVE BEEN WATER SOAKED FOR AT LEAST 24 HRS PRIOR TO TESTING. WHEN MAXIMUM-SIZE AGGREGATE

City and County of San Francisco  
Department of Building Inspection



Edwin M. Lee, Mayor  
Tom C. Hul, S.E., C.S.O., Director

## NOTICE

### SPECIAL INSPECTION REQUIREMENTS

Please note that the Special Inspections shown on the approved plans and checked on the Special Inspections form issued with the permit are required for this project. The employment of special inspectors is the direct responsibility of the owner or the engineer/architect of record acting as the owner's representative.

These special inspections are required in addition to the called inspections performed by the Department of Building Inspection. The name of the special inspector shall be furnished to the district building inspector prior to start of work for which special inspection is required.

For questions regarding the details or extent of required inspection or tests, please call the Plan Checker assigned to this project or 415-558-6132. If there are any field problems regarding special inspection, please call your District Building Inspector or 415-558-6570.

Before final building inspection is scheduled, documentation of special inspection compliance must be submitted to and approved by the Special Inspection Services staff. To avoid delays in this process, the project owner should request final compliance reports from the architect or engineer of record and/or special inspection agency soon after the conclusion of work requiring special inspection. **The permit will not be finalized without compliance with the special inspection requirements.**

### STRUCTURAL OBSERVATION REQUIREMENTS

Structural observation shall be provided as required per Section 1704.5. **The building permit will not be finalized without compliance with the structural observation requirements.**

#### Special Inspection Services Contact Information

- 1. Telephone: (415) 558-6132
- 2. Fax: (415) 558-6474
- 3. Email: [dbi\\_specialinspections@sfgov.org](mailto:dbi_specialinspections@sfgov.org)
- 4. In person: 3<sup>rd</sup> floor at 1660 Mission Street

Note: We are moving towards a 'paperless' mode of operation. All special inspection submittals, including final letters, may be emailed (preferred) or faxed. We will also be shifting to a paperless fax receipt mode.

Special Inspection Services  
1660 Mission Street - San Francisco CA 94103  
Office (415) 558-6132 - FAX (415) 558-6474 - www.sdbi.org

### SPECIAL INSPECTION AND STRUCTURAL OBSERVATION

A COPY OF THIS DOCUMENT SHALL BE KEPT WITH THE APPROVED STRUCTURAL DRAWING SET

JOB ADDRESS \_\_\_\_\_ APPLICATION NO. \_\_\_\_\_ ADDENDUM NO. \_\_\_\_\_  
OWNER NAME \_\_\_\_\_ OWNER PHONE NO. (\_\_\_\_) \_\_\_\_\_

Employment of Special Inspection is the direct responsibility of the OWNER, or the engineer/architect of record acting as the owner's representative. Special Inspector shall be one of those as prescribed in Sec.1704. Name of special inspector shall be furnished to DBI District Inspector prior to start of the work for which the Special Inspection is required. Structural observation shall be performed as provided by Section 1704.5. A preconstruction conference is recommended for owner, architect or engineer, project manager, complex and highrise projects, and for projects utilizing new processes or materials.

In accordance with Sec. 1701;1703;1704; 1705 (2013 SFBC), Special Inspection and/or testing is required for the following work:

- 1. Concrete (Placement & sampling)
- 2. Basis tested in concrete
- 3. Special masonry
- 4. Reinforcing steel and prestressing tendons
- 5. Structural welding
- 6. Periodic visual inspection
- 7. Single pass fillet inside 5/16" or smaller
- 8. Welded studs
- 9. Cold formed studs and joists
- 10. Stair and railing systems
- 11. Reinforcing steel
- 12. Continuous visual inspection and NDT
- 13. All other welding (NDT exception: Fillet weld)
- 14. Reinforcing steel and [ ] NOT required
- 15. Moment-resisting frames
- 16. Others
- 17. High-strength bolting
- 18. Structural masonry
- 19. Reinforced gypsum concrete
- 20. Insulating concrete fill
- 21. Sprayed-on fireproofing
- 22. Piling, drilled piles and caissons
- 23. Shotcrete
- 24. Special grouting, installation and filling (Spec. Engineer)
- 25. Smoke-control system
- 26. Demolition
- 27. Exterior Facing
- 28. Retrofit of unreinforced masonry buildings.
- 29. Testing of masonry quality and shear tests
- 30. Inspection of repaving operations
- 31. Installation inspection of embedded bolts
- 32. Pre-tensioning inspection for embedded bolts
- 33. Pullout tests per SFBC Sec. 1807C & 1816C
- 34. Bolts installed in existing concrete masonry
- 35. Masonry
- 36. Pullout tests per SFBC Sec. 1807C & 1816C
- 37. Shear walls and floor joists used as shear diaphragms
- 38. Flat slabs
- 39. Special cases:
  - [ ] Shoring
  - [ ] Underpinning [ ] Not affecting adjacent property
  - [ ] Allowing adjacent property to be affected
  - [ ] Others
- 40. Crane safety (Apply to the operation of Tower cranes on highrise building) (Section 1705.2)
- 41. Others: "As recommended by professional of record"

24. Structural observation per Sec. 1704.5 (2013 SFBC) for the following: Foundations [ ] Steel framing  
[ ] Concrete construction [ ] Masonry construction [ ] Wood framing  
[ ] Other: \_\_\_\_\_

25. Certification is required for: [ ] CM-tam components  
Prepared by: Harold Howell Phone: (\_\_\_\_) \_\_\_\_\_ 415-\_\_\_\_\_  
Engineer/Architect of Record

Required Information:  
FAX: (415) 278-4515 Email: [@mercuryengineers.com](mailto:@mercuryengineers.com)

Review by: \_\_\_\_\_ Phone: (415) 558- 6360

APPROVAL (Based on submitted reports.)  
DATE \_\_\_\_\_ DBI Engineer or Plan Checker / Special Inspection Services Staff

QUESTIONS ABOUT SPECIAL INSPECTION AND STRUCTURAL OBSERVATION SHOULD BE DIRECTED TO:  
Special Inspection Services (415) 558-6132; or [dbi\\_specialinspections@sfgov.org](mailto:dbi_specialinspections@sfgov.org); or FAX (415) 558-6474

TABLE 5A: CONCRETE DESIGN BASIS

	MIN. STRENGTH @28 DAYS, PSI	MAX. AGGREGATE SIZE, IN.	MAX. SLUMP, IN.	MAX. WATER CONTENT, %	MAX DRYING SHRINKAGE, %	AGGREGATE TYPE
SPREAD FOOTINGS & GRADE BEAMS	3000	1	3	5	N/A	HARD ROCK
SLAB ON GRADE	3000	3/4	2 1/2	6	4	HARD ROCK
SHOTCRETE	4000	3/4	N/A	N/A	N/A	HARD ROCK

FIGURE 5B: TYPICAL HOOK FOR TIES & STIRRUP REINFORCEMENT

BAR SIZE	MIN. BEND DIA.*
#3 THRU #5	4x BAR DIA.
#5 OR GREATER	SEE FIGURE 5C

\*MEASURED FROM INSIDE OF BAR

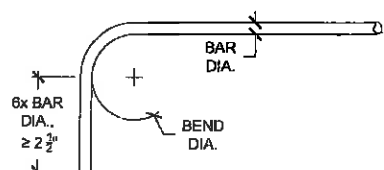
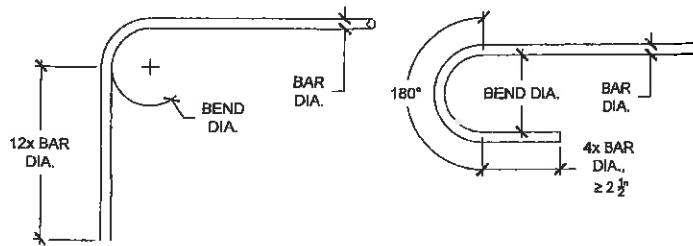


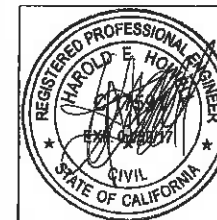
FIGURE 5C: TYPICAL HOOK FOR MAIN REINFORCEMENT

BAR GRADE	BAR SIZE	MIN. BAR DIA.*
ALL GRADES OF REINFORCEMENT	#3 THRU #8	8x BAR DIA.
	#9 THRU #11	8x BAR DIA.
	#14 THRU #18	10x BAR DIA.
GRADE 40**	#3 THRU #11	5x BAR DIA.

\*MEASURED FROM INSIDE OF BAR  
\*\*180° BEND ONLY



Mercury Engineering Group  
1780 Mission Street  
San Francisco, CA 94103  
TEL: 415.992.3383  
FAX: 415.278.4515



330 Presidio Avenue  
Block 1007, Lot 019  
San Francisco, CA 94115



DEC 30 2016  
Tom C. Hul, Director  
DEPT. OF BUILDING INSPECTION

STRUCTURAL NOTES  
SPECIAL INSPECTIONS

RECEIVED  
NOV 21 2016

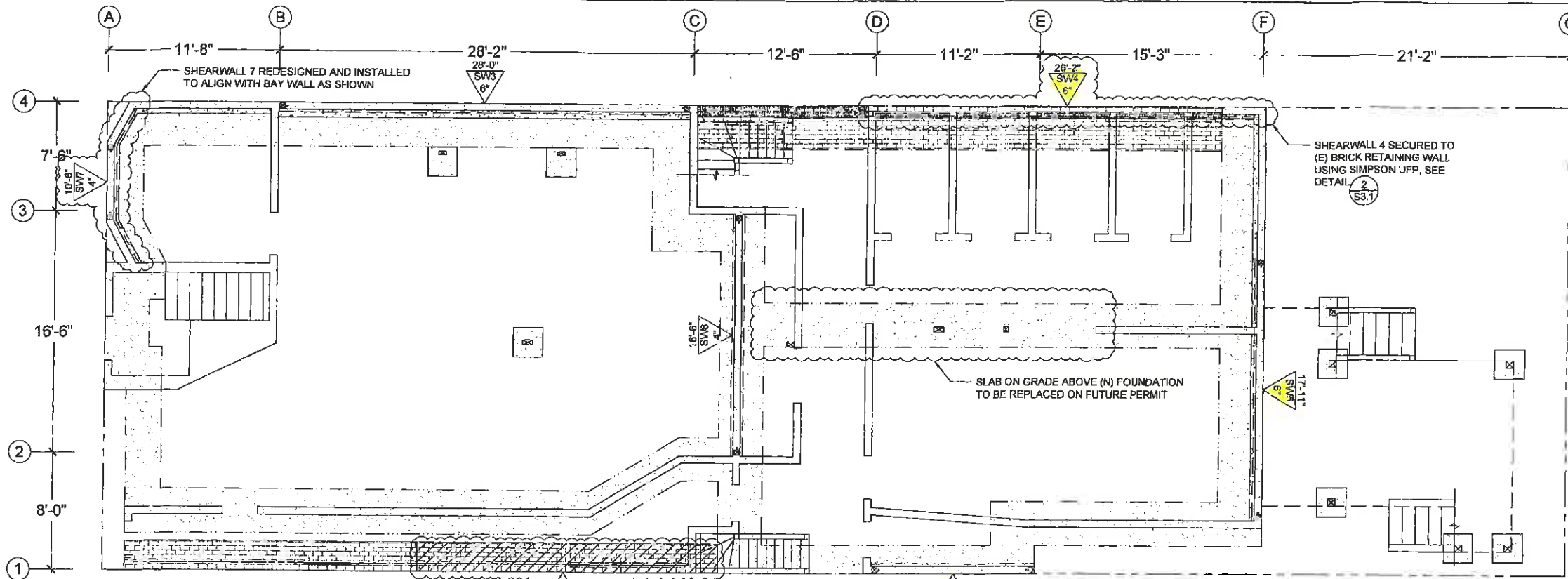
Date: 11/18/2016  
Drawn by: M.B.  
Checked by: H.H.

30.1

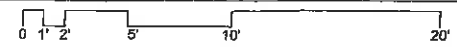
330 Presidio Avenue

Permit Number:

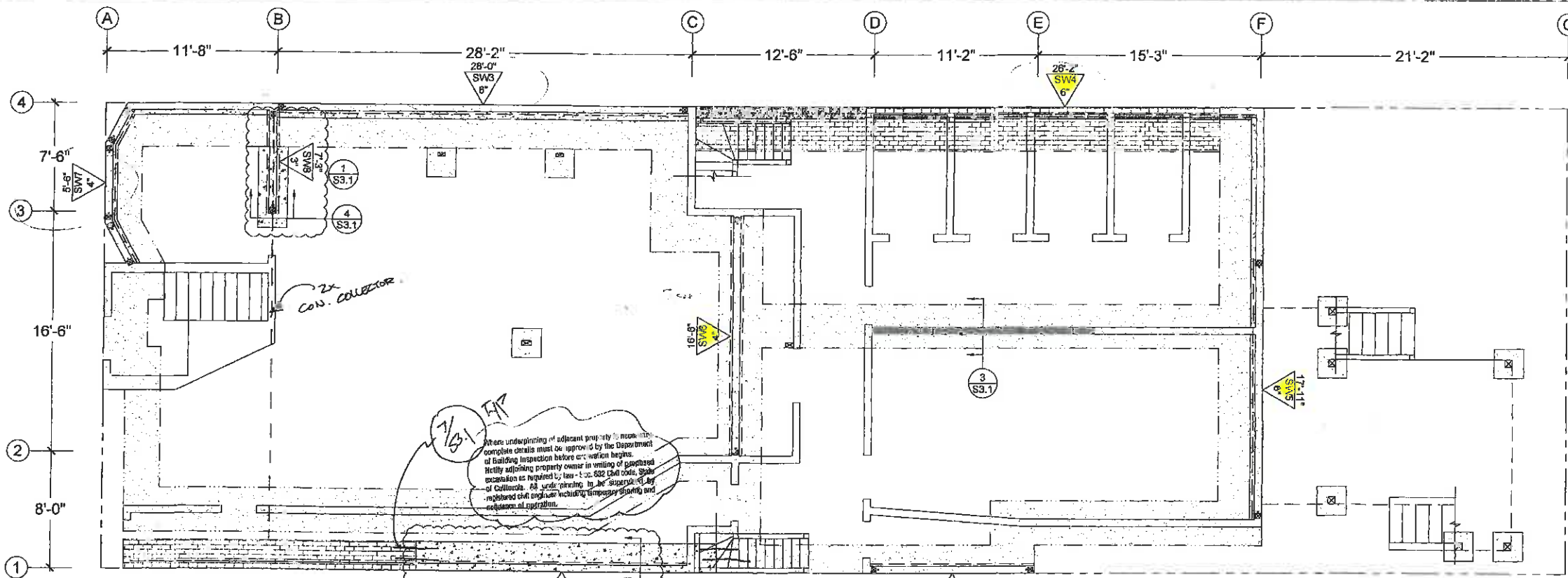
- (E) Concrete Foundation
  - (E) Brick Foundation
  - Foundation to be Removed\*
  - (N) Foundation\*\*
- \*Slab on grade to be removed and replaced as necessary for foundation removal and installation. 6  
S3.1
- \*\*New concrete foundation to be connected to existing concrete foundation with dowel and epoxy. 7  
S3.1



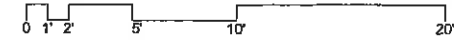
1 Existing Foundation Plan, As Built per BPA#2015.09.04.6211  
SCALE: 1/4" = 1'-0"



- (E) Concrete Foundation
  - (E) Brick Foundation
  - Foundation to be Removed\*
  - (N) Foundation\*\*
- \*Slab on grade to be removed and replaced as necessary for foundation removal and installation. 6  
S3.1
- \*\*New concrete foundation to be connected to existing concrete foundation with dowel and epoxy. 7  
S3.1



2 Proposed Foundation Plan  
SCALE: 1/4" = 1'-0"



**M**ins  
Mercury Engineering Group  
1760 Mission Street  
San Francisco, CA 94103  
TEL: 415.892.3383  
FAX: 415.276.4615



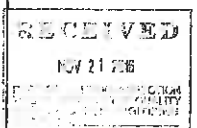
**330 Presidio Avenue**  
Block 1007, Lot 019  
San Francisco, CA 94115



DEC 30 2016  
Tom C. Huie  
DIRECTOR  
DEPT. OF BUILDING INSPECTION

NOV 21 2016

**FOUNDATION PLANS**

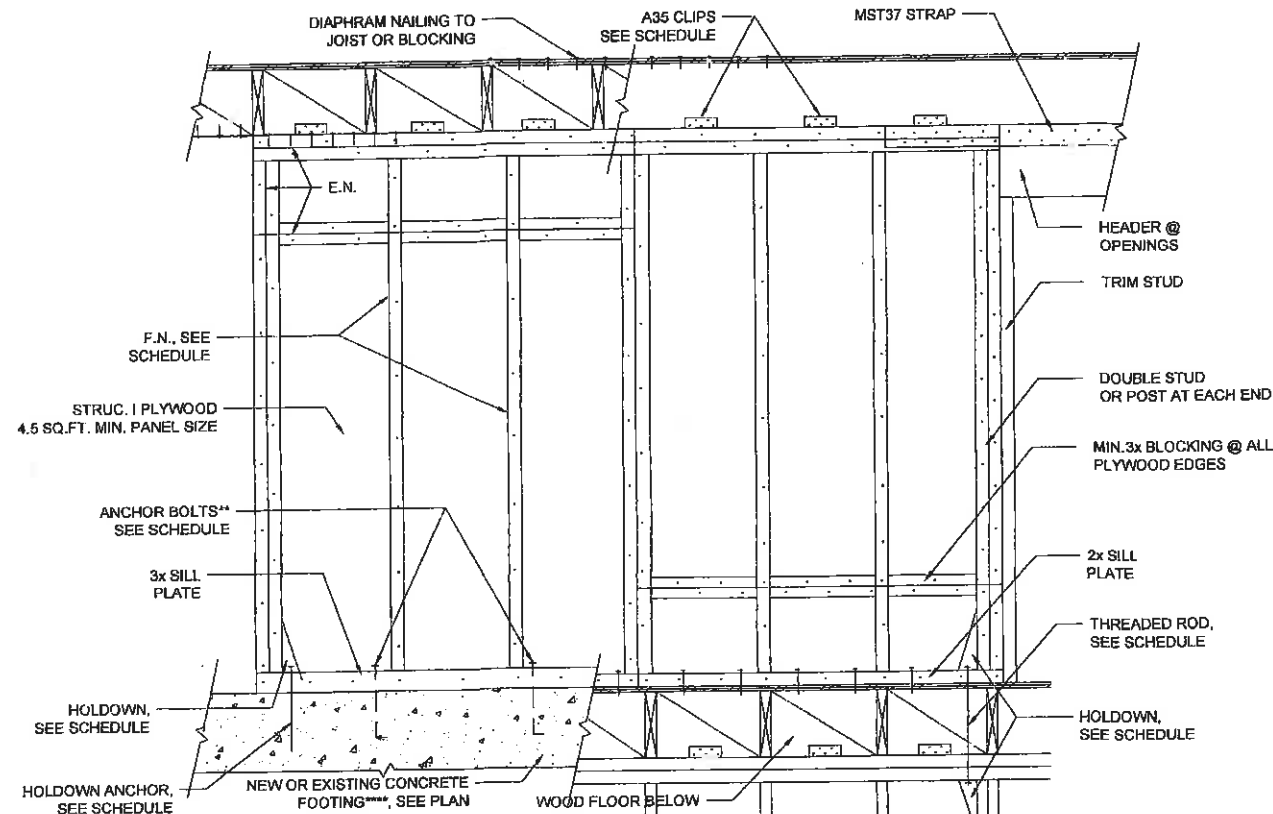


Date: 11/18/2016  
Drawn by: M.B.  
Checked by: H.H.

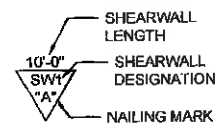
**S3.1**

330 Presidio Avenue

Permit Number:



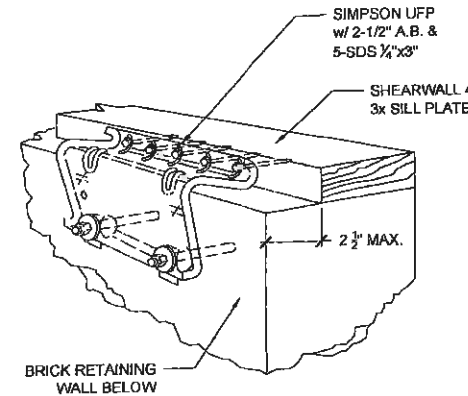
\*ALL PLYWOOD TO BE WSP, STRUCTURAL I, 1/2"  
 \*\*ALL SILL PLATE ANCHOR BOLTS REQUIRE 3/8"x3/8" WASHERS w/ 2x AS MANY CONNECTORS FOR DOUBLE PANEL SHEARWALL  
 \*\*\*USE 3x FRAMING MEMBERS AT ABUTTING PANELS WHEN EDGE NAILING IS SPACED CLOSER THAN 3" O.C. AND FOR DOUBLE PANEL SHEARWALL  
 \*\*\*\*EXISTING CONCRETE FOUNDATIONS TO BE TESTED BY SPECIAL INSPECTOR OR E.O.R. FOR INTEGRITY. OK TO MAINTAIN EXISTING FOUNDATION IF PULL TEST WITH SIMPSON SET-XP EPOXY EXCEEDS HOLDOWN CAPACITY



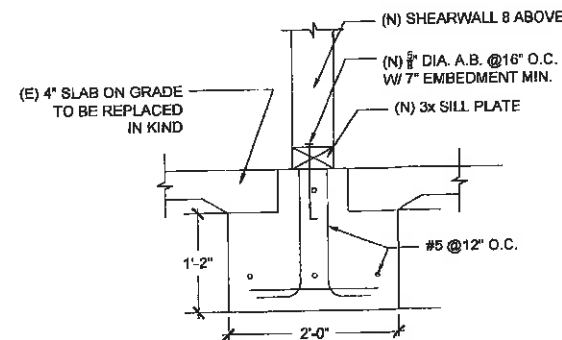
SHEARWALL CONNECTION SCHEDULE				
MARK*	E.N.	ANCHORS	F.N.	TRANSFER ANGLES
6"	10d @6"o.c.	3/8" @32"o.c.	10d @12"o.c.	A35 @ 16"
4"	10d @4"o.c.	3/8" @24"o.c.	10d @12"o.c.	A34 @ 10"
3"***	10d @3"o.c.	3/8" @18"o.c.	10d @12"o.c.	A35 @ 8"
2"****	10d @2"o.c.	3/8" @12"o.c.	10d @12"o.c.	LTP4 @ 8"

SHEARWALL & HOLDOWN SCHEDULE							
SHEARWALL				HOLDDOWNS		ANCHORS	
SW	MARK	LENGTH (FT)	HEIGHT (FT)	SIDES	HOLDOWN	DIA. (IN)	EPOXY
1	4"	11'-2"	7'-6"	1	HDU4	5/8"	SET-XP
2	4"	17'-0"	7'-6"	1	HDU4	5/8"	N/A
3	6"	28'-0"	4'-0"	1	HDU2	5/8"	SET-XP
4	6"	28'-2"	1'-6"	1	N/A	N/A	SET-XP
5	6"	17'-11"	4'-6"	1	HDU2	5/8"	N/A
6	4"	18'-8"	7'-6"	2	HDU8	7/8"	SET-XP
7	4"	10'-8"	3'-6"	1	HDU5	5/8"	SET-XP
8	3"	7'-3"	7'-6"	2	HDU14	1"	SET-XP

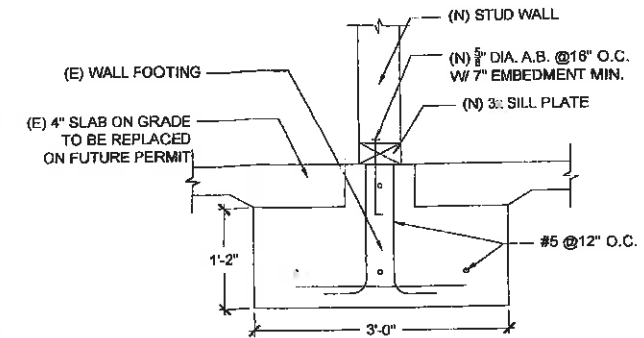
1 Shearwall Details and Schedules  
 SCALE: 1"=1'-0"



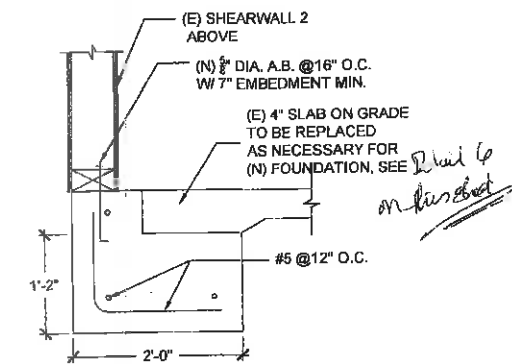
2 Shearwall 4 UFP Connection  
 SCALE: 3"=1'-0"



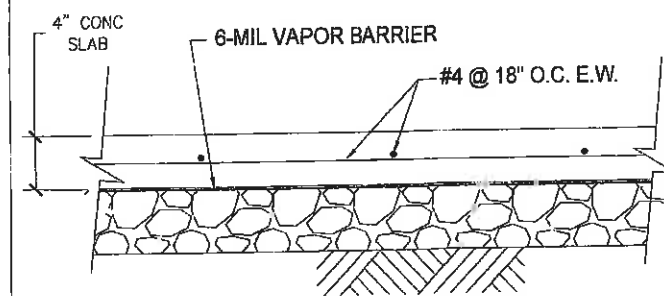
4 (N) Shearwall 8 Foundation  
 SCALE: 1"=1'-0"



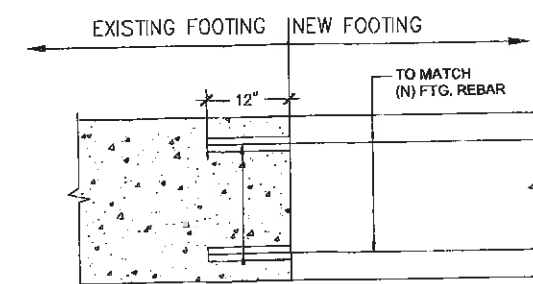
3 (N) Stud wall to Foundation Connection  
 SCALE: 1"=1'-0"



5 (N) Shearwall 2 Foundation  
 SCALE: 1"=1'-0"



6 (N) Slab on Grade Detail  
 SCALE: 1 1/2"=1'-0"



7 (N) to (E) Foundation Connection  
 SCALE: 1"=1'-0"

**Ming**  
 Mercury Engineering Group  
 1780 Mission Street  
 San Francisco, CA 94103  
 TEL: 415.992.3383  
 FAX: 415.276.4515



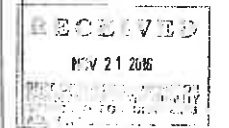
**330 Presidio Avenue**  
 Block 1007, Lot 019  
 San Francisco, CA 94115



DEC 30 2016  
 Tom G. Hill, S.E.  
 DIRECTOR  
 DEPT. OF BUILDING INSPECTION

NOV 21 2016

**DETAILS**



Date: 11/18/2016  
 Drawn by: M.B.  
 Checked by: H.H.

**S3.1**

330 Presidio Avenue

Permit Number:



# EXHIBIT M

## Exhibit "M," Photos



Photo #1, picture of the interior side of one of the shear walls constructed to satisfy San Francisco's Soft-Story Retrofit requirements. Picture taken looking east, in what would be the northern ADU. Note absence of windows.



Photo #2, picture of the interior side of one of the shear walls constructed to satisfy San Francisco's Soft-Story Retrofit requirements. Picture taken looking east, in what would be the southern ADU. Note absence of windows.



Photo #3, picture of the exterior side of eastern shear wall, and the newly-constructed retaining wall. Picture taken looking north. Note absence of windows.



Photo #4, picture of the newly-constructed retaining wall on eastern side of the Building. Picture taken looking south.

March 15, 2018

*By Hand Delivery*

Hon. Frank Fung, President  
San Francisco Board of Appeals  
1650 Mission, Suite #304  
San Francisco, CA. 94103

Re: 330 Presidio Avenue: Appeal No. 18-010  
Hearing Date: March 21, 2018

Dear President Fung and Commissioner:

We represent Joe Toboni, the permit holder and the managing principal of 330 Presidio Avenue LLC, the owner of 330 Presidio Avenue (“Toboni”). The 330 Presidio Avenue building was constructed in 1907 with six units on the upper three floors and a soft-story ground floor containing three parking spaces, a common washer/dryer and five storage units. Appellant John Paxton owns and operates a Real Estate Advisory Service located in the office building at 155 Montgomery Street.<sup>1</sup> He has occupied a three-bedroom unit on the top floor since 1986 and currently pays \$792.15 a month in rent for his unit, two parking spaces and one storage unit. He has not received a rent increase since 2001. Three other tenants also rent storage units and one other tenant has a parking space.

Appellant has appealed a building permit authorizing the addition of two one-bedroom accessory dwelling units (ADUs) at the rear of the first floor of the 330 Presidio building, as permitted by the Planning Code and encouraged by the City in the context of the seismic upgrade

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<sup>1</sup> See Exhibit A.

of soft-story buildings. In the face of the City's severe housing shortage, Appellant apparently wishes to preserve his highly favorable housing situation unaltered while denying the same opportunity to two other San Francisco households.

### FACTUAL BACKGROUND

The Board of Supervisors enacted Planning Code Sec. 207(c)(4) (Exhibit B) in 2015 to encourage the addition of small affordable-by-design ADUs to the City's housing stock, particularly when existing buildings are undergoing seismic retrofit work. Section 207(c)(4)(F) provides that an unlimited number of ADUs that can fit within the existing building envelope can be added to buildings undergoing a seismic retrofit provided the units will be subject to rent control and not used as short-term rentals (Subsections D and E). The prior owner of 330 Presidio obtained the seismic retrofit permit, which was not appealed. Retrofit work was completed in December 2015.<sup>2</sup> Toboni purchased the building in October 2015. He was not involved in the prior seismic work or any prior disputes between Appellant and the prior owner.

To implement the above described City policy to add additional rental units to the City's housing stock during seismic retrofits, in January 2016 Toboni applied for the subject permit to add two ADUs on the ground floor behind the building's garage, including a small expansion of the ground floor tucked beneath the second floor. No habitable space would be removed from existing units. The ADU permit (No. 201601116829) was issued on January 11, 2018, following space requirements for the units, as authorized by Section 207(c)(4).<sup>3</sup>

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<sup>2</sup> See Exhibit C.

<sup>3</sup> See Exhibit D.



The garage at the front of the first floor (which would not be affected by the ADU construction) is large and able to accommodate three vehicles, plus bike parking and storage units.<sup>4</sup> There are currently five (5) storage units in a room behind the garage approved for conversion to ADUs. A 1986 lease grants Appellant use of one storage unit. Leases for Units #1, 3 and 4 provide one storage area per unit. See Exhibits I and J of Appellant's brief. Upon realizing that the ADU permit should have relocated the storage units in order not to remove housing services enjoyed by his tenants, Toboni directed his engineer to revise the ADU permit drawings to retain and relocate the storage units while retaining existing parking, laundry and bike parking services. See revised plans at Exhibit F.

#### ARGUMENT

1. The Zoning Administrator properly approved the ADU permit, determining it met all the requirements of Section 207(c)(4).

The proposed ADUs would be added within the footprint of the existing four-story building, increasing the unit count from six to eight units. Per Section 207(c)(4), both new units are ineligible for subdivision as separate condominiums, will be subject to rent control, and cannot be used as short-term rentals. The Planning Department reviewed the ADU application for 15 months and found it complied with all requirements of Planning Code Section 207(c)(4). The Zoning Administrator issued his Action Memo on July 6, 2016, waiving density, open space and parking requirements for the two new units as authorized by Section 207(c)(4). On May 8, 2017, Toboni recorded a Regulatory Agreement with the City requiring the ADUs to be long-

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<sup>4</sup> See Exhibit E.

term rent-controlled units and not short-term rentals.<sup>5</sup> DBI issued the permit on January 11, 2018, and Appellant filed his appeal thereafter.

The Zoning Administrator did not abuse his discretion in approving the proposed ADUs. The application met the requirements of the Planning Code, and the Zoning Administrator's decision to waive density, open space and parking requirements is expressly authorized by Section 207(c)(4). These waivers are necessary to add two small rent-controlled dwelling units to the City's housing stock.

2. The revised ADU plans preserve Appellant's and other tenants' housing services.

Section 207(c)(4)(C)(iii) prohibits construction of ADUs within an existing dwelling unit or other habitable space, but by necessity permits common areas in a building to be converted to ADUs. Appellant argues that the permit for construction of the ADUs should be revoked because the ADUs would be constructed in common areas of the building that he has the right to possess and/or would result in the loss of existing storage and other tenant "services." He references the provisions of the Rent Control Ordinance ("RCO")<sup>6</sup> that provide specific procedures for preserving certain tenant benefits and services known as "housing services."<sup>7</sup>

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<sup>5</sup> See Exhibit G.

<sup>6</sup> See San Francisco Administrative Code Chapter 37.

<sup>7</sup> Administrative Code Section 37.2(r) provides that housing services such as those listed below cannot be severed from a tenancy unless there is a "just cause" reason for doing so under the RCO:

Garage facilities, parking facilities, driveways, storage spaces, laundry rooms, decks, patios, or gardens on the same lot, or kitchen facilities or lobbies in single room occupancy (SRO) hotels, supplied in connection with the use or occupancy of a unit, may not be severed from the tenancy by the landlord without just cause as required by Section 37.9(a). Any severance, reduction or removal permitted under this Section 37.2(r) shall be offset by a corresponding reduction in rent. Either a landlord or a tenant may file a petition with the Rent Board to determine the amount of the rent reduction.

Generally, a housing service is any service (e.g., washer/dryer) or amenity provided by the landlord connected with the uses or occupancy of a rental unit. Similar to evictions under the RCO, a landlord must have a “just cause” basis to sever the housing service from the tenant’s rental unit. If the landlord proceeds with physically removing the housing services, the tenant can seek a rent reduction from the Rent Board. The key action defining the loss of housing services is if that “service” is entirely removed (e.g., the loss of a parking space) or reduced so the service is no longer feasible or functional.

When Toboni became aware of this limitation, and to mitigate the potential loss of housing services provided to his tenants, he directed his engineer to revise the drawings to enable the ADUs to be built in their proposed location while retaining and/or relocating all housing services connected with the six existing dwelling units. To do so, Toboni will relocate but retain the five existing storage units and the washer/dryer. In addition, the plans have been modified to provide vertical parking for four bicycles in the first floor garage for his tenants’ use. This dual approach assures construction of the ADUs as approved in the subject permit, retains all current housing services, and avoids conflict with the RCO.

Accordingly, Toboni has directly addressed Appellant’s concerns about the loss of housing services by retaining and relocating the storage units, bicycle parking and laundry facilities. By undertaking these actions, no loss of housing services will occur. In order to proceed with the preservation of these housing services, Toboni requests that the Board adopt the proposed modifications to the ADU plans set forth in Exhibit F. In the event Appellant believes the relocated storage units, laundry and bicycle parking still represents a reduction in



housing services, his remedy is to seek a rent reduction from the Rent Board by filing a “Tenant Petition: Reduction in Housing Services,”<sup>8</sup> not by seeking denial of this ADU permit.

3. Appellant’s complaints about the prior owner’s seismic retrofit work are irrelevant to this appeal of the ADU Permit.

The permit for the retrofit work was properly issued and fully completed under separate permits that are not before this Board. A certificate of final completion was issued by DBI on December 24, 2015.<sup>9</sup> Appellant’s four pages of argument disagreeing with those permits, the completion of the work, and DBI’s sign off are irrelevant to this appeal. And, his speculation that the ADU work will compromise the structural integrity of the seismic work is unfounded. As approved by DBI, the ADU work is consistent with and will not undermine the seismic strengthening already performed in the building.

4. The physical dimensions of the proposed ADUs comply with the Planning Code.

Appellant claims that the ADU permit unlawfully authorizes an expansion of the 330 Presidio building. Appellant is correct that some areas of the first floor will be filled in as part of the ADU construction, but that is not unlawful. Section 207(c)(4)(C)(iii) states: “An Accessory Dwelling Unit shall be constructed entirely within the built envelope of an existing building . . . . For purposes of this provision, the “built envelope” *shall include the open area under a cantilevered room or room built on columns. . . .*” Accordingly, the proposed infill of the ground floor space, which is below a cantilevered room or a room built on columns, is authorized by the Planning Code and is not unlawful.

---

<sup>8</sup> <http://sfrb.org/sites/default/files/FileCenter/Documents/2835-516A%20Tenant%20Petition%20-%20Fillable.pdf>.

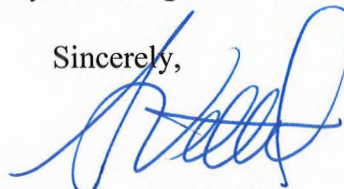
<sup>9</sup> See Exhibit C.

## CONCLUSION

Appellant's primary basis for the appeal is the potential loss of his housing services associated with the two new ADUs. Toboni has responded to that concern by modifying the plans to preserve, replace and/or relocate all existing housing services located in common areas, including laundry facilities, bicycle parking and storage units. The plans at Exhibit F show these changes. We request that the Board grant the appeal solely in order to require the plans to be revised to incorporate the preservation of these housing services.

ADUs are a major component of the City's efforts to construct new affordable-by-design dwelling units in existing buildings. Appellant's arguments do not merit the denial of the opportunity to build two such units at this location. Toboni's willingness to address the Appellant's housing services concerns through plan modifications should be adopted by this Board so that these units can be added to the City's housing stock without further delay.

Sincerely,



Steven L. Vettel

cc: Appellant John Paxton (Via Hand Delivery)  
Corey Teague, Acting Zoning Administrator (Via Email)

Attachments – Exhibits A-G

35586\6554461.1

APPEAL NO. 18-010  
330 Presidio Avenue LLC: Reply to Appellant's Brief

**TABLE OF CONTENTS**

- Exhibit A: Real Estate Advisory Services Ad/Listing
- Exhibit B: Planning Code Section 207(c)(4)
- Exhibit C: Department of Building Inspection Permit Details Report for Retrofit Work
- Exhibit D: -Building Permit No. 201601116829 for ADUs  
-Zoning Administrator Action Memo
- Exhibit E: Garage Photo
- Exhibit F: 330 Presidio Avenue Revised Plans
- Exhibit G: Regulatory Agreement Recorded May 8, 2017

# EXHIBIT A

# John Paxton

## Real Estate Advisory Services, San Francisco

I advise businesses, developers, lenders and high net-worth individuals in finding solutions to real estate problems throughout California and across the western states. If you have a situation which merits professional attention, I invite you to contact me.

### Real Estate Consulting Services

- ✦ Strategic planning for underperforming, surplus and foreclosed / REO properties
- ✦ Development management, entitlement and value enhancement
- ✦ Acquisition analysis and due diligence for development projects and investment properties
- ✦ Performance audits

### Expertise in Rural Land Economics

- ✦ Commercial timberland, with focus on the Northern California coastal redwood region and the Sierra Nevadas
- ✦ Land with environmental value, including waterfront properties and land with sensitive habitat; conservation easements

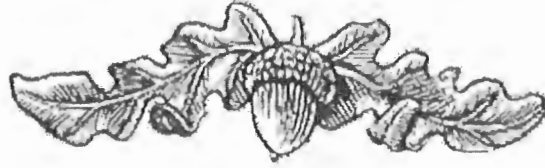
### *Recognizing the Influence of Urban Pressure on Rural Land*

### Other Real Estate Services

- ✦ Fee-based acquisition of real estate, including IRC § 1031 exchange properties (click [here](#) for current search parameters)
- ✦ Litigation support; assistance in resolving real property disputes
- ✦ Fiduciary, receiver, receivership
- ✦ Access to debt and equity capital

California will experience damaging earthquakes in the future, and I am committed to on-going efforts to promote seismic safety within the state. Click [here](#) to view an article I wrote on the status of San Francisco's efforts to mitigate earthquake risks.

“A Passion for Good Real Estate Decisions”



John Paxton, Real Estate Advisory Services  
155 Montgomery Street, Suite 610, San Francisco, CA 94104  
415-421-3700 [info@paxco.com](mailto:info@paxco.com)

California Real Estate License # 497 653  
*John Paxton, Copyright © 2006-2016*

John C. Paxton Real Estate Consultant  
Consultants to corporate real estate departments  
Developer zoning and entitlements; land use  
San Francisco Bay Area, Sonoma County, Mendocino County  
Commercial Real Estate Advisor  
DVBE



# EXHIBIT B

## PLANNING CODE SECTION 207

(c) **Exceptions to Dwelling Unit Density Limits.** An exception to the calculations under this Section 207 shall be made in the following circumstances:

(4) **Accessory Dwelling Units in Multifamily Buildings; Accessory Dwelling Units in Single-Family Homes That Do Not Strictly Meet the Requirements in Subsection (c)(6).**

(A) **Definition.** An "Accessory Dwelling Unit" (ADU) is defined in Section 102.

(B) **Applicability.** This subsection (c)(4) shall apply to the construction of Accessory Dwelling Units on all lots located within the City and County of San Francisco in areas that allow residential use, except that construction of an Accessory Dwelling Unit is regulated by subsection (c)(6), and not this subsection (c)(4), if all of the following circumstances exist:

(i) only one ADU will be constructed;

(ii) the ADU will be located on a lot that is zoned for single-family or multifamily use and contains an existing single-family dwelling;

(iii) the ADU will be constructed entirely within the "living area" (as defined in subsection (c)(6)(B)(iii)) or the buildable area of an existing single-family home or within the built envelope of an existing and authorized auxiliary structure on the same lot;

(iv) the ADU will strictly meet the requirements set forth in subsection (c)(6) without requiring a waiver of Code requirements pursuant to subsection (c)(4)(G); and

(v) the permit application does not include seismic upgrade work pursuant to subsection (c)(4)(F);

provided, however, that the Department shall not approve an application for construction of an Accessory Dwelling Unit in any building regulated by this subsection (c)(4) where a tenant has been evicted pursuant to Administrative Code Sections 37.9(a)(9) through 37.9(a)(14) under a notice of eviction served within 10 years prior to filing the application for a building permit to construct the ADU or where a tenant has been evicted pursuant to Administrative Code Section 37.9(a)(8) under a notice of eviction served within five years prior to filing the application for a building permit to construct the ADU. This provision shall not apply if the tenant was evicted under Section 37.9(a)(11) or 37.9(a)(14) and the applicant(s) either (A) have certified that the original tenant reoccupied the unit after the temporary eviction or (B) have submitted to the Department and to the Rent Board a declaration from the property owner or the tenant certifying that the property owner notified the tenant of the tenant's right to reoccupy the unit and the tenant chose not to reoccupy it.

(C) **Controls on Construction.** An Accessory Dwelling Unit is permitted to be constructed under the following conditions:

(i) For lots that have four existing Dwelling Units or fewer, one ADU is permitted; for lots that have more than four existing Dwelling Units or are undergoing seismic retrofitting under subsection (F) below, there is no limit on the number of ADUs permitted.

(ii) An Accessory Dwelling Unit shall be constructed entirely within the built envelope of an existing building or within the built envelope of an existing and authorized auxiliary structure on the same lot, as the built envelope in either case existed three years prior to the time the application was filed for a building permit to construct the ADU. For purposes of this provision, the "built envelope" shall include the open area under a cantilevered room or room built on columns; decks, except for decks that encroach into the required rear yard, or decks that are supported by columns or walls other than the building wall to which it is attached and are multi-level or more than 10 feet above grade; and lightwell infills provided that the infill will be



against a blank neighboring wall at the property line and not visible from any off-site location; as these spaces exist as of July 11, 2016 and except for any of these spaces that encroach on the required rear yard.

(iii) An Accessory Dwelling Unit shall not be constructed using space from an existing Dwelling Unit except that an ADU may expand into habitable space on the ground or basement floors provided that it does not exceed 25% of the gross square footage of such space. The Zoning Administrator may waive this 25% limitation if (a) the resulting space would not be usable or would be impractical to use for other reasonable uses included but not limited to storage or bicycle parking or (b) waiving the limitation would help relieve any negative layout issues for the proposed ADU.

(iv) A building undergoing seismic retrofitting may be eligible for a height increase pursuant to Subsection (c)(4)(F) below.

(v) Notwithstanding any other provision of this Code, an Accessory Dwelling Unit authorized under this Section 207(c)(4) may not be merged with an original unit(s).

(vi) An Accessory Dwelling Unit shall not be permitted in any building in a Neighborhood Commercial District or in the Chinatown Community Business or Visitor Retail Districts if it would eliminate or reduce a ground-story retail or commercial space.

(D) **Prohibition of Short-Term Rentals.** An Accessory Dwelling Unit shall not be used for Short-Term Residential Rentals under Chapter 41A of the Administrative Code, which restriction shall be recorded as a Notice of Special Restriction on the subject lot.

(E) **Restrictions on Subdivisions.** Notwithstanding the provisions of Article 9 of the Subdivision Code, a lot with an Accessory Dwelling Unit authorized under this Section 207(c)(4) shall not be subdivided in a manner that would allow for the ADU to be sold or separately financed pursuant to any condominium plan, housing cooperative, or similar form of separate ownership; provided, however, that this prohibition on separate sale or finance of the ADU shall not apply to a building that (i) within three years prior to July 11, 2016 was an existing condominium with no Rental Unit as defined in Section 37.2(r) of the Administrative Code, and (ii) has had no evictions pursuant to Sections 37.9(a) through 37.9(a)(14) of the Administrative Code within 10 years prior to July 11, 2016.

(F) **Buildings Undergoing Seismic Retrofitting.** For Accessory Dwelling Units on lots with a building undergoing mandatory seismic retrofitting in compliance with Chapter 4D of the Existing Building Code or voluntary seismic retrofitting in compliance with the Department of Building Inspection's Administrative Bulletin 094, the following additional provision applies: If allowed by the Building Code, a building in which an Accessory Dwelling Unit is constructed may be raised up to three feet to create ground floor ceiling heights suitable for residential use. Such a raise in height

(i) shall be exempt from the notification requirements of Sections 311 and 312 of this Code; and

(ii) may expand a noncomplying structure, as defined in Section 180(a)(2) of this Code and further regulated in Sections 172, 180, and 188, without obtaining a variance for increasing the discrepancy between existing conditions on the lot and the required standards of this Code.

(iii) on lots where an ADU is added in coordination with a building undergoing mandatory seismic retrofitting in compliance with Chapter 4D of the Existing Building Code or voluntary seismic retrofitting in compliance with the Department of Building Inspection's Administrative Bulletin 094, the building and the new ADU shall maintain any eligibility to

enter the condo-conversion lottery and may only be subdivided if the entire property is selected on the condo-conversion lottery.

(iv) pursuant to subsection (4)(C)(i), there is no limit on the number of ADUs that are permitted to be added in connection with a seismic retrofit.

(G) **Waiver of Code Requirements; Applicability of Rent Ordinance.** Pursuant to the provisions of Section 307(l) of this Code, the Zoning Administrator may grant an Accessory Dwelling Unit a complete or partial waiver of the density limits and parking, rear yard, exposure, or open space standards of this Code. If the Zoning Administrator grants a complete or partial waiver of the requirements of this Code and the subject lot contains any Rental Units at the time an application for a building permit is filed for construction of the Accessory Dwelling Unit(s), the property owner(s) shall enter into a Regulatory Agreement with the City under subsection (c)(4)(H) subjecting the ADU(s) to the San Francisco Residential Rent Stabilization and Arbitration Ordinance (Chapter 37 of the Administrative Code) as a condition of approval of the ADU(s). For purposes of this requirement, Rental Units shall be as defined in Section 37.2(r) of the Administrative Code.

(H) **Regulatory Agreements.** A Regulatory Agreement required by subsection (c)(4)(G) as a condition of approval of an Accessory Dwelling Unit shall contain the following:

(i) a statement that the ADU(s) are not subject to the Costa Hawkins Rental Housing Act (California Civil Code Section 1954.50) because, under Section 1954.52(b), the owner has entered into this agreement with the City in consideration for a complete or partial waiver of the density limits, and/or parking, rear yard, exposure or open space standards of this Code or other direct financial contribution or other form of assistance specified in California Government Code Sections 65915 *et seq.* ("Agreement"); and

(ii) a description of the complete or partial waiver of Code requirements granted by the Zoning Administrator or other direct financial contribution or form of assistance provided to the property owner; and

(iii) a description of the remedies for breach of the Agreement and other provisions to ensure implementation and compliance with the Agreement.

(iv) The property owner and the Planning Director (or his designee), on behalf of the City, will execute the Agreement, which shall be reviewed and approved by the City Attorney's Office. The Agreement shall be executed prior to the City's issuance of the First Construction Document for the project, as defined in Section 107A.13.1 of the San Francisco Building Code.

(v) Following execution of the Regulatory Agreement by all parties and approval by the City Attorney, the Regulatory Agreement or a memorandum thereof shall be recorded against the property and shall be binding on all future owners and successors in interest.

Any Regulatory Agreement entered into under this Section 207(c)(4) shall not preclude a landlord from establishing the initial rental rate pursuant to Section 1954.53 of the Costa Hawkins Rental Housing Act.

(I) **Monitoring Program.**

(i) **Monitoring and Enforcement of Unit Affordability.** The Department shall establish a system to monitor the affordability of the Accessory Dwelling Units authorized to be constructed by this subsection 207(c)(4) and shall use such data to enforce the requirements of the Regulatory Agreements entered into pursuant to subsection (c)(4)(H). Property owners shall provide the Department with rent information as requested by the Department. The Board of Supervisors recognizes that property owners and tenants generally consider rental information sensitive and do not want it publicly disclosed. The intent of the Board is for the Department to

obtain the information for purposes of monitoring and enforcement but that its public disclosure is not linked to specific individuals or units. The Department shall consult with the City Attorney's Office with respect to the legal requirements to determine how best to achieve the intent of the Board.

(ii) **Monitoring of Prohibition on Use as Short Term Rentals.** The Department shall collect data on the use of Accessory Dwelling Units authorized to be constructed by this Subsection (c)(4) as Short-Term Residential Rentals, as that term is defined in Administrative Code Section 41A.4, and shall use such data to evaluate and enforce Notices of Special Restriction pursuant to subsection 207(c)(4)(D) and the requirements of Administrative Code Chapter 41A. Restriction pursuant to subsection 207(c)(4)(D) and the requirements of Administrative Code Chapter 41A.

(iii) **Department Report.** The Department shall publish a report annually until April 1, 2019, that describes and evaluates the types of units being developed and their affordability rates, as well as their use as Short-Term Residential Rentals. The report shall contain such additional information as the Director or the Board of Supervisors determines would inform decision makers and the public on the effectiveness and implementation of this subsection (c)(4) and include recommendations for any amendments to the requirements of this Section 207(c)(4). The Department shall transmit this report to the Board of Supervisors for its review and public input. In subsequent years, this information on Accessory Dwelling Units shall be reported annually in the Housing Inventory.

# EXHIBIT C

**Permit Details Report**

**Report Date:** 3/12/2018 8:39:21 AM

Application Number: 201509046211  
 Form Number: 8  
 Address(es): 1007 / 019 / 1 - 330 PRESIDIO AV  
 Description: SOFT STORY: INSTALL (N) SHEAR WALLS TO COMPLY WITH SEBC CHAPTER 34B, 2012 IEBC APPENDIX A-4.  
 Cost: \$30,000.00  
 Occupancy Code: R-2  
 Building Use: 24 - APARTMENTS

**Disposition / Stage:**

Action Date	Stage	Comments
9/4/2015	TRIAGE	
9/4/2015	FILING	
9/4/2015	FILED	
9/8/2015	APPROVED	
9/8/2015	ISSUED	
12/24/2015	COMPLETE	CFC Issued

**Contact Details:**

**Contractor Details:**

License Number: OWN  
 Name: OWNER OWNER  
 Company Name: OWNER  
 Address: OWNER \* OWNER CA 00000-0000  
 Phone:

**Addenda Details:**

**Description:**

Step	Station	Arrive	Start	In Hold	Out Hold	Finish	Checked By	Hold Description
1	INTAKE	9/4/15	9/4/15			9/4/15	PANGELINAN MARIANNE	
2	BLDG	9/4/15	9/4/15			9/4/15	YU CYRIL	
3	SFFD	9/8/15	9/8/15			9/8/15	STUMPP FRED	
4	CPB	9/8/15	9/8/15			9/8/15	YU ZHANG REN	

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
12/24/2015	AM	CS	Clerk Scheduled	FINAL INSPECT/APPRVD	1
12/9/2015	AM	CS	Clerk Scheduled	ROUGH FRAME, PARTIAL	1
11/24/2015	AM	CS	Clerk Scheduled	REINFORCING STEEL	1

12

**Inspections:**

Activity Date	Inspector	Inspection Description	Inspection Status
12/24/2015	Donal Duffy	FINAL INSPECT/APPRVD	CFC ISSUED
12/14/2015	William Walsh	SHEAR WALL	SHEAR WALL
12/9/2015	Donal Duffy	ROUGH FRAME, PARTIAL	ROUGH FRAME, PARTIAL

12

**Special Inspections:**

Addenda No.	Completed Date	Inspected By	Inspection Code	Description	Remarks
0	12/22/2015	YTCHIU	1	CONCRETE (PLACEMENT & SAMPLING)	
0	12/22/2015	YTCHIU	2	BOLTS INSTALLED IN CONCRETE	
0	12/22/2015	YTCHIU	4	REINFORCING STEEL AND PRETRESSING TENDONS	reinforcing steel
0	12/22/2015	YTCHIU	24E	WOOD FRAMING	
0	12/22/2015	YTCHIU	19		

				SHEAR WALLS AND FLOOR SYSTEMS USED AS SHEAR DIAPHRAGMS
0	12/22/2015	YTCHIU	20	HOLDOWNS
0	12/22/2015	YTCHIU	24A	FOUNDATIONS
0	12/22/2015	YTCHIU	18A	BOLTS INSTALLED IN EXISTING CONCRETE

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 © 2018



# EXHIBIT D

SAN FRANCISCO  
 OFFICIAL COPY  
 2016 9063  
 2015 7554  
 BOARD OF APPEALS  
 JAN 19 2018  
 APPEAL # 18-010  
 (916)  
 PROCEED FOR ISSUANCE  
 APPLICATION NUMBER 201601-118  
 APPROVAL NUMBER 29  
 OSMA APPROVAL REQ'D

**APPLICATION FOR BUILDING PERMIT ADDITIONS, ALTERATIONS OR REPAIRS**  
**CITY AND COUNTY OF SAN FRANCISCO DEPARTMENT OF BUILDING INSPECTION**  
 APPLICATION IS HEREBY MADE TO THE DEPARTMENT OF BUILDING INSPECTION OF SAN FRANCISCO FOR PERMISSION TO BUILD IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS SUBMITTED HERewith AND ACCORDING TO THE DESCRIPTION AND FOR THE PURPOSE HEREINAFTER SET FORTH.  
 FORM 3  OTHER AGENCIES REVIEW REQUIRED  
 FORM 8  OVER-THE-COUNTER ISSUANCE  
 2 NUMBER OF PLAN SETS

DATE FILED 1/15/2016	FILED FEE RECEIPT NO. 18016411	(1) STREET ADDRESS OF JOB 330 PRESIDIO AVE	BLOCK & LOT 1007/019
PERMIT NO. 1449521	ISSUED JAN 11 2018	(2A) ESTIMATED COST OF JOB 70,000	(2B) REVISED COST: \$152K DATE: 5/11/17

**INFORMATION TO BE FURNISHED BY ALL APPLICANTS**

**LEGAL DESCRIPTION OF EXISTING BUILDING**

(4A) TYPE OF CONSTR. VB	(5A) NO. OF STORIES OF OCCUPANCY 4	(6A) NO. OF BASEMENTS AND CELLARS 0	(7A) PRESENT USE RESIDENTIAL	(8A) OCCUP. CLASS R-2	(9A) NO. OF DWELLING UNITS 6
----------------------------	---------------------------------------	--	---------------------------------	--------------------------	---------------------------------

**DESCRIPTION OF BUILDING AFTER PROPOSED ALTERATION**

(4) TYPE OF CONSTR. VB	(5) NO. OF STORIES OF OCCUPANCY 4	(6) NO. OF BASEMENTS AND CELLARS 0	(7) PROPOSED USE (LEGAL USE) RESIDENTIAL	(8) OCCUP. CLASS R-2	(9) NO. OF DWELLING UNITS 8
---------------------------	--------------------------------------	---------------------------------------	---	-------------------------	--------------------------------

(10) IS AUTO RUNWAY TO BE CONSTRUCTED OR ALTERED? YES  NO   
 (11) WILL STREET SPACE BE USED DURING CONSTRUCTION? YES  NO   
 (12) ELECTRICAL WORK TO BE PERFORMED? YES  NO   
 (13) PLUMBING WORK TO BE PERFORMED? YES  NO

(14) GENERAL CONTRACTOR: Me Toboni Group ADDRESS: 135 ST. FRANCIS BLVD ZIP: 94137 PHONE: 415 828-0717 CALIF. LIC. NO.: 766215 EXPIRATION DATE: 7/21/2019  
 (15) OWNER - LESSEE (CROSS OUT ONE): OWNER ADDRESS: Presidio Ave ZIP: 94115 PHONE (FOR CONTACT BY DEPT.):

(16) WRITE IN DESCRIPTION OF ALL WORK TO BE PERFORMED UNDER THIS APPLICATION (REFERENCE TO PLANS IS NOT SUFFICIENT)

ADDITION OF (2) UNITS ON FIRST FLOOR PER ORDINANCE 30-15  
 Seismic Application (BPA# 20150904 (211))

**ADDITIONAL INFORMATION**

(17) DOES THIS ALTERATION CREATE ADDITIONAL HEIGHT OR STORY TO BUILDING? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	(18) IF (17) IS YES, STATE NEW HEIGHT AT CENTER LINE OF FRONT	(19) DOES THIS ALTERATION CREATE DECK OR HORIZ. EXTENSION TO BUILDING? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	(20) IF (19) IS YES, STATE NEW GROUND FLOOR AREA SQ. FT.
(21) WILL SIDEWALK OVER SUB-SIDEWALK SPACE BE REPAIRED OR ALTERED? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	(22) WILL BUILDING EXTEND BEYOND PROPERTY LINE? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	(23) ANY OTHER EXISTING BLDG. ON LOT? (IF YES, SHOW ON PLOT PLAN) YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	(24) DOES THIS ALTERATION CONSTITUTE A CHANGE OF OCCUPANCY? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>

(25) ARCHITECT OR ENGINEER (DESIGN  CONSTRUCTION   
Mercury Engineering Group ADDRESS: 1700 Mission St SF. CA. CALIF. CERTIFICATE NO.: C17591

(26) CONSTRUCTION LENDER (ENTER NAME AND BRANCH DESIGNATION IF ANY. IF THERE IS NO KNOWN CONSTRUCTION LENDER, ENTER "UNKNOWN")

**IMPORTANT NOTICES**

No change shall be made in the character of the occupancy or use without first obtaining a Building Permit authorizing such change. See San Francisco Building Code and San Francisco Housing Code.

No portion of building or structure or scaffolding used during construction is to be closer than 8" to any wire containing more than 750 volts. See Sec 306, California Penal Code.

Pursuant to San Francisco Building Code, the building permit shall be posted on the job. The owner is responsible for approved plans and application being kept at building site.

Grade lines as shown on drawings accompanying this application are assumed to be correct. If actual grade lines are not the same as shown, revised drawings showing correct grade lines, cuts and fills, and complete details of retaining walls and wall footings must be submitted to this department for approval.

ANY STIPULATION REQUIRED HEREIN OR BY CODE MAY BE APPEALED.

BUILDING NOT TO BE OCCUPIED UNTIL CERTIFICATE OF FINAL COMPLETION IS POSTED ON THE BUILDING OR PERMIT OF OCCUPANCY GRANTED, WHEN REQUIRED.

APPROVAL OF THIS APPLICATION DOES NOT CONSTITUTE AN APPROVAL FOR THE ELECTRICAL WIRING OR PLUMBING INSTALLATIONS. A SEPARATE PERMIT FOR THE WIRING AND PLUMBING MUST BE OBTAINED. SEPARATE PERMITS ARE REQUIRED IF ANSWER IS "YES" TO ANY OF ABOVE QUESTIONS (10) (11) (12) (13) (22) OR (24).

THIS IS NOT A BUILDING PERMIT. NO WORK SHALL BE STARTED UNTIL A BUILDING PERMIT IS ISSUED.

In dwellings, all insulating materials must have a clearance of not less than two inches from all electrical wires or equipment.

CHECK APPROPRIATE BOX  
 OWNER  ARCHITECT  
 LESSEE  AGENT  
 CONTRACTOR  ENGINEER

**NOTICE TO APPLICANT**

**HOLD HARMLESS CLAUSE.** The permittee(s) by acceptance of the permit, agree(s) to indemnify and hold harmless the City and County of San Francisco from and against any and all claims, demands and actions for damages resulting from operations under this permit, regardless of negligence of the City and County of San Francisco, and to assume the defense of the City and County of San Francisco against all such claims, demands or actions.

In conformity with the provisions of Section 3800 of the Labor Code of the State of California, the applicant shall have worker's compensation coverage under (I) or (II) designated below, or shall indicate item (III), (IV), or (V), whichever is applicable. If however item (I) is checked, item (IV) must be checked as well. Mark the appropriate method of compliance below.

I hereby affirm under penalty of perjury one of the following declarations:

( ) I. I have and will maintain a certificate of consent to self-insure for worker's compensation, as provided by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued.

( ) II. I have and will maintain worker's compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued. My worker's compensation insurance carrier and policy number are: STATE COMPENSATION TR.  
 Carrier: STATE COMPENSATION TR.  
 Policy Number: 100048099892

( ) III. The cost of the work to be done is \$100 or less. 9117100

( ) IV. I certify that in the performance of the work for which this permit is issued, I shall not employ any person in any manner so as to become subject to the worker's compensation laws of California. I further acknowledge that I understand that in the event that I should become subject to the worker's compensation provisions of the Labor Code of California and fail to comply therewith with the provisions of Section 3800 of the Labor Code, that the permit herein applied for shall be deemed revoked.

( ) V. I certify as the owner (or the agent for the owner) that in the performance of the work for which this permit is issued, I will employ a contractor who complies with the worker's compensation laws of California and who, prior to the commencement of any work, will file a completed copy of this form with the District Permit Officer.

Signature of Applicant/Agent: [Signature] Date: 1/15/2016

**APPLICANT'S CERTIFICATION**

I HEREBY CERTIFY AND AGREE THAT IF A PERMIT IS ISSUED FOR THE CONSTRUCTION DESCRIBED IN THIS APPLICATION, ALL THE PROVISIONS OF THE PERMIT AND ALL LAWS AND ORDINANCES THERE TO WILL BE COMPLIED WITH.

REV 06/13

OFFICE COPY





CONDITIONS AND STIPULATIONS

REFER TO:

APPROVED

*[Signature]*  
Cyril Yu, DBI  
MAY 11 2017

DATE: JAN 15 2016  
REASON: *[Handwritten]*  
NOTIFIED MR. *[Handwritten]*

BUILDING INSPECTOR, DEPT. OF BLDG. INSP.

APPROVED: Addition of two accessory dwelling units at the 1st floor of an existing 6-unit apartment building per ord. Uo 2-16 and NSRs #2017K44805a and #2017K44805b rec'd on 5/15/17. Unit 322C contains one bedroom and is 400 sq. ft. in size and unit 328C contains one bedroom and is 400.75 sq. ft. in size.  
*[Signature]* 5/15/17  
DEPARTMENT OF APPROVED Planning Dept. Gabriela Pantoja

DATE: \_\_\_\_\_  
REASON: \_\_\_\_\_  
NOTIFIED MR. \_\_\_\_\_

APPROVED:  
PLEASE NOTIFY DISTRICT FIRE INSPECTOR AT THE START OF WORK: 060-5000  
*[Signature]*  
BUREAU OF FIRE PREVENTION & PUBLIC SAFETY

DATE: \_\_\_\_\_  
REASON: \_\_\_\_\_  
NOTIFIED MR. \_\_\_\_\_

APPROVED:  
*[Signature]*  
MECHANICAL ENGINEER, DEPT. OF BLDG. INSPECTION

DATE: \_\_\_\_\_  
REASON: \_\_\_\_\_  
NOTIFIED MR. \_\_\_\_\_

APPROVED:  
*[Signature]*  
CIVIL ENGINEER, DEPT. OF BLDG. INSPECTION

DATE: \_\_\_\_\_  
REASON: \_\_\_\_\_  
NOTIFIED MR. \_\_\_\_\_

APPROVED:  
SFPW/BSM SIGN OFF ON JOB CARD REQUIRED PRIOR TO DBI FINAL CALL (415) 534-7149 TO SCHEDULE  
BSE 171E-0794  
17MSE-0456  
*[Signature]* 12/20/17  
BUREAU OF ENGINEERING

DATE: \_\_\_\_\_  
REASON: \_\_\_\_\_  
NOTIFIED MR. \_\_\_\_\_

APPROVED:  
DEPARTMENT OF PUBLIC HEALTH

DATE: \_\_\_\_\_  
REASON: \_\_\_\_\_  
NOTIFIED MR. \_\_\_\_\_

APPROVED:  
SFPUC *[Signature]*  
8/4/17 Diana Chung  
SFPUC REDEVELOPMENT AGENCY

DATE: \_\_\_\_\_  
REASON: \_\_\_\_\_  
NOTIFIED MR. \_\_\_\_\_

APPROVED:  
Legal use per CFC # 92224151  
No. of Units 50 Floors of Occ. 3  
FOR WORK STATED ONLY  
*[Signature]* 1-15-16  
HOUSING INSPECTION DIVISION

DATE: \_\_\_\_\_  
REASON: \_\_\_\_\_  
NOTIFIED MR. \_\_\_\_\_

I agree to comply with all conditions or stipulations of the various bureaus or departments noted on this application, and attached statements of conditions or stipulations, which are hereby made a part of this application.

Number of attachments

*[Signature]*  
OWNER'S AUTHORIZED AGENT

HOLD SECTION - NOTE DATES AND NAMES OF ALL PERSONS NOTIFIED DURING PROCESSING



# SAN FRANCISCO PLANNING DEPARTMENT

MEMO

## Zoning Administrator Action Memo Administrative Review of Density, Parking and Open Space Waiver for Accessory Units in Buildings Undergoing Seismic Retrofitting

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

Reception:  
415.558.6378

Fax:  
415.558.6409

Planning  
Information:  
415.558.6377

*Date:* July 6, 2016  
*Building Permit No.:* 2016.01.11.6829  
*Project Address:* 330 PRESIDIO AVENUE  
*Zoning:* RM-1 (Residential Mixed, Low Density) District  
40-X Height and Bulk District  
*Block/Lot:* 1007 / 019  
*Project Sponsors:* Annabel McClellan  
The Pollard Group  
1760 Mission Street  
San Francisco, CA 94103  
(415) 692-0509  
*Staff Contact:* Ming Yeung – (415) 575-9183  
[Ming.Yeung@sfgov.org](mailto:Ming.Yeung@sfgov.org)

### PROJECT DESCRIPTION

The proposal is to add two additional dwelling units to an existing six-unit building located at 330 Presidio Avenue in the RM-1 (Residential Mixed, Low Density) Zoning District. Pursuant to Planning Code Sections 207(c)(4) and 307(l) and Ordinance No. 30-15, accessory units are permitted in buildings undergoing seismic retrofitting, excluding any lot within an RH-1 or RH-1(D) zoning districts.

An "Accessory Dwelling Unit," also known as a Secondary Unit or In-Law Unit, is defined for purposes of this Subsection 207(c)(4) as an additional Dwelling Unit that is constructed entirely within the existing built envelope of an existing building zoned for Residential use or within the envelope of an existing and authorized auxiliary structure on the same lot; and will be constructed with a complete or partial waiver from the Zoning Administrator of the density limits and/or the parking, rear yard, exposure, or open space standards of this Code pursuant to Planning Code Sections 207(c)(4) and Section 307(l).

The proposed Accessory Dwelling Units at 330 Presidio Avenue require a waiver from density, open space, and parking requirements. The RM-1 Zoning District permits dwellings to be developed at a density ratio up to one dwelling unit for each 800 square feet of lot area. The subject property is 3,200 square feet in size and can permit four dwelling units. There are six existing legal dwelling units located on the property; therefore, the addition of two more dwelling units requires a Zoning Administrator waiver from the density requirements.

The rear yard ranges from 19 to 21 feet deep and 32 feet wide yielding an approximately 722 square-foot area that may be used as open space. The RM-1 District requires 100 square feet of open space per unit and 133 square feet per unit if the open space being provided is common open space. Eight dwelling units requires 1,064 square feet of common open space and only 722 square feet is provided; therefore, the addition of a seventh and eighth unit requires a Zoning Administrator waiver from the open space requirements.

There are two parking spaces at the subject property. Pursuant to Planning Code Section 307(l), the Zoning Administrator may allow complete or partial relief from the parking requirements of this Code when modification of the requirement would facilitate the construction of an Accessory Dwelling Unit; therefore, the addition of two units requires a Zoning Administrator waiver from the parking requirements.

## **ACTION**

Planning Code Sections 207(c)(4) and 307(l) allow the Zoning Administrator to waive density, open space, and parking requirements for an Accessory Dwelling Unit that meets the definition found in Planning Code Section 207(c)(4). The Zoning Administrator reviewed the criteria set forth under Planning Code Section 307(l) and has **AUTHORIZED ADMINISTRATIVE APPROVAL** of the density, open space and parking requirements waiver because the proposed project meets the criteria for the addition of one Accessory Dwelling Unit meeting the requirements of Planning Code Section 207(c)(4).

The review of this density, open space and parking requirements waiver requested under Sections 207(c)(4) and 307(l) shall be conducted as part of, and incorporated into, a related building permit application or other required project authorizations. The Zoning Administrator's action is not appealable separately from the related Building Permit Application or other required project authorizations associated with the subject project. For more information on those appeal processes, please contact the staff planner listed above.

cc: Zoning Administrator Files

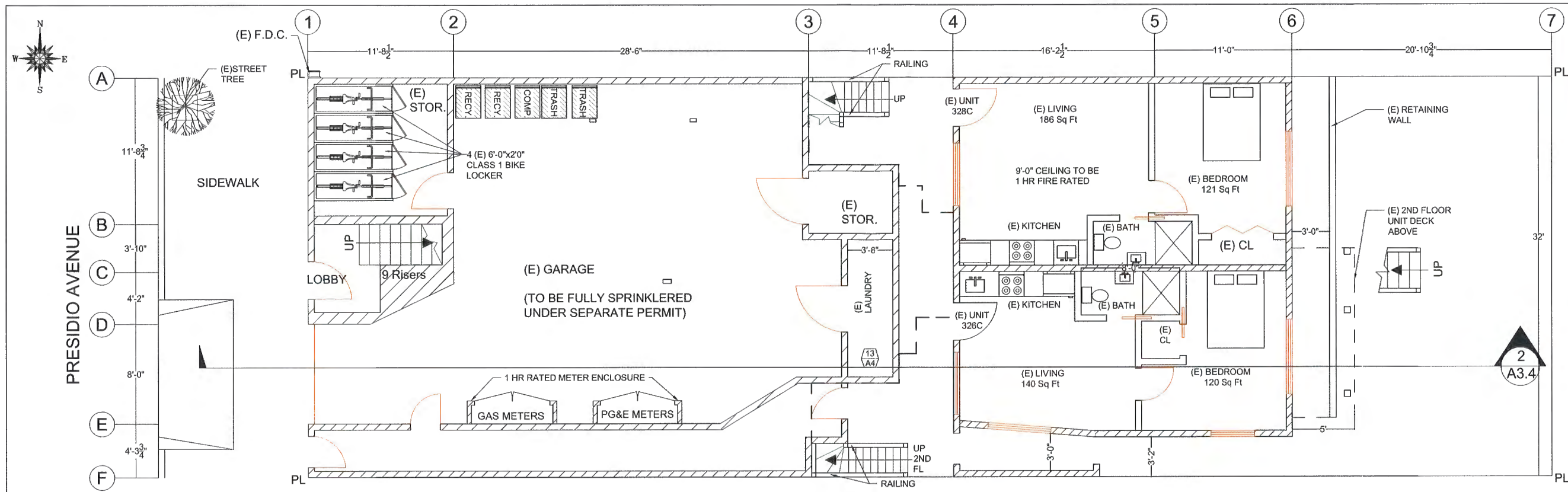
# EXHIBIT E



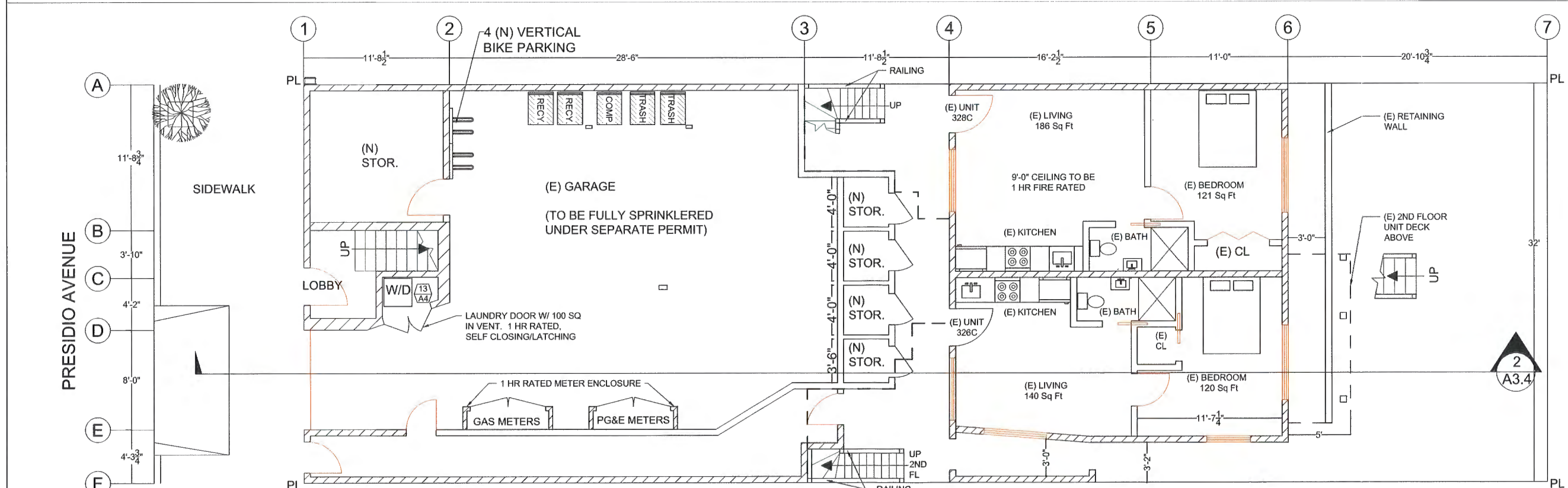


# EXHIBIT F





1 (E) FIRST FLOOR PLAN (PER BPA #2016.01.11.6829)  
SCALE: 1/4" = 1'-0"



2 (N) FIRST FLOOR PLAN  
SCALE: 1/4" = 1'-0"

**WALL CONSTRUCTION LEGEND**

	2 HR RATED WALL
	1 HR RATED WALL
	EXISTING WALL TO BE DEMO'D
	NEW NON-RATED INTERIOR PARTITION WALL

**Mercury Engineering Group**  
Mercury Engineering Group  
1760 Mission Street  
San Francisco, CA 94103  
TEL: 415.992.3383  
FAX: 415.276.4515



**330 PRESIDIO AVENUE**  
Block 1007, Lot 019  
San Francisco, CA 94115

**FIRST FLOOR PLANS**

Date: 05/15/2017  
Drawn by: J.S.  
Checked by: J.P.  
**A2.1**

330 Presidio Avenue  
Permit Number:

# EXHIBIT G



Free Recording Requested Pursuant to  
Government Code Section 27383

When recorded, mail to:  
San Francisco Planning Department  
1650 Mission Street, Room 400  
San Francisco, California 94103  
Attn: Director

CONFORMED COPY of document recorded

05/08/2017, 2017K448060

on \_\_\_\_\_ with document no. \_\_\_\_\_  
This document has not been compared with the original  
SAN FRANCISCO ASSESSOR-RECORDER

Lot 019 in Assessor's Block 1007

---

**AGREEMENT TO SUBJECT DWELLING UNITS CONSTRUCTED UNDER SAN  
FRANCISCO PLANNING CODE SECTION 207(c)(4) TO THE SAN FRANCISCO  
RESIDENTIAL RENT STABILIZATION AND ARBITRATION ORDINANCE**

THIS AGREEMENT TO SUBJECT NEWLY-CONSTRUCTED ACCESSORY DWELLING UNITS TO THE SAN FRANCISCO RESIDENTIAL RENT STABILIZATION AND ARBITRATION ORDINANCE, Chapter 37 of the San Francisco Administrative Code, is dated for reference purposes only as of this 7<sup>th</sup> day of December 2016, and is by and between the CITY AND COUNTY OF SAN FRANCISCO, a political subdivision of the State of California (the "City"), acting by and through its Planning Department, and JOE TOBONI ("Owner") with respect to the project proposed to be constructed at 330 Presidio Avenue in San Francisco, California. City and Owner are also sometimes referred to individually as a "Party" and together as the "Parties."

**RECITALS**

This Agreement is made with reference to the following facts:

A. **Code Authorization.**

Chapter 4.3 of the California Government Code (commencing with Section 65915, of Division 1 of Title 7, hereafter "Government Code Chapter 4.3") 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 Section 1954.50 et seq. hereafter "Costa-Hawkins") authorizes the owner of residential real property to establish the initial and all subsequent rental rates for a dwelling unit with a certificate of occupancy issued after February 1, 1995 with certain exceptions, including an exception in Section 1954.52(b) for dwelling units constructed pursuant to a contract with a public entity in consideration for a direct financial contribution or any other form of assistance specified in Government Code Chapter 4.3.

Section 207(c)(4) of the San Francisco Planning Code (hereafter "Planning Code") allows one or more new dwelling units to be constructed entirely within the built envelope of an existing building, or within the built envelope of an existing and authorized auxiliary structure on the same lot, in zoning districts that allow residential use ("Accessory Dwelling Units" or "ADUs"). Planning Code Section 207(c)(4)(G) authorizes the Zoning Administrator to grant a

complete or partial waiver of the Planning Code requirements specified in Planning Code Section 307(l) when modification of the requirement would facilitate the construction of an ADU. Section 207(c)(4)(G) further provides that if the Zoning Administrator grants a complete or partial waiver of Planning Code requirements, and the subject lot contains any Rental Units as defined in Section 37.2(r) of the San Francisco Residential Rent Stabilization and Arbitration Ordinance (hereafter “the Rent Ordinance”) at the time an application for a building permit is filed to construct the ADU(s), the owner must enter into a Regulatory Agreement with the City pursuant to Planning Code Section 207(c)(4)(H) that subjects the ADU(s) to the Rent Ordinance as a condition of approval .

B. **Property Subject to this Agreement.** The property that is the subject of this Agreement consists of the real property and improvements located at 330 Presidio Avenue in the City and County of San Francisco, California, which is Lot 019 in Assessor’s Block 1007 (hereafter “the Property”). The Property is more particularly described in Exhibit A attached hereto and is owned in fee by Owner.

C. **Development Proposal; Intent of the Parties.** Pursuant to Planning Code Section 207(c)(4), the Owner proposes to construct two Accessory Dwelling Units within the built envelope of an existing building on the Property that contains six existing dwelling units (the “Project”). The lot contained at least one Rental Unit at the time the application for a building permit to construct the ADU(s) was filed with the City. The Owner has requested the Zoning Administrator to waive the Planning Code requirements described in Section 2.1 of this Agreement in order to construct the Accessory Dwelling Unit(s), and the Zoning Administrator has agreed to waive those requirements subject to the execution of this Agreement.

D. **Compliance with All Legal Requirements.** It is the intent of the Parties that all acts referred to in this Agreement shall be accomplished in such a way as to fully comply with the Costa-Hawkins Rental Housing Act, the Planning Code, and all other applicable laws and regulations.

## AGREEMENT

The Parties acknowledge the receipt and sufficiency of good and valuable consideration and agree as follows:

### 1. INCORPORATION OF RECITALS AND EXHIBITS.

The preamble paragraph, Recitals, Exhibits, if any, and all defined terms contained therein, are hereby incorporated into this Agreement as if set forth in full.

### 2. CITY’S CONCESSIONS AND INCENTIVES IN RETURN FOR SUBJECTING UNITS TO THE RENT ORDINANCE.

2.1 **Costa-Hawkins Rental Housing Act; Ability of Owner to Establish Rental Rates Is Not Applicable to Newly-Constructed Accessory Dwelling Unit(s); Rent Ordinance Applies.** The Parties acknowledge that Section 1954.52(a) of Costa-Hawkins authorizes an owner to establish both the initial and all subsequent rental rates for a dwelling unit with a

certificate of occupancy issued after February 1, 1995, and requires the City to exempt dwelling units from local rent control pursuant to the exemption for newly constructed units which is codified at Section 37.2(r)(5) of the Rent Ordinance, unless the owner has otherwise agreed by contract with a public entity pursuant to Section 1954.52(b) of Costa-Hawkins in consideration for forms of concessions and incentives that are specified in Government Code Chapter 4.3. The Parties further understand and agree that the Accessory Dwelling Units proposed to be constructed on the Property are not subject to Section 1954.52(a) of Costa-Hawkins because, by this Agreement, the Owner is entering into a contract with a public entity pursuant to Section 1954.52(b) in consideration for a complete or partial waiver of the density limits and/or parking, rear yard, exposure or open space standards of the Planning Code or other direct financial contribution or other form of assistance specified in Government Code Chapter 4.3. The concessions and incentives applicable to the subject Property are set forth in Section 2.2 of this Agreement.

2.2 **Concessions, and Incentives.** The Owner has received the following Zoning Administrator waivers of Planning Code requirements as concessions and incentives in return for subjecting to the Rent Ordinance the Accessory Dwelling Unit(s) described in Recital C above and proposed to be constructed in the Property described in Exhibit A:

The proposed Accessory Dwelling Units at 330 Presidio Avenue require a waiver from density, open space, and parking requirements. The RM-1 Zoning District permits dwellings to be developed at a density ratio up to one dwelling unit for each 800 square feet of lot area. The subject property is 3,200 square feet in size and can permit four dwelling units. There are six existing legal dwelling units located on the property; therefore, the addition of two more dwelling units requires a Zoning Administrator waiver from the density requirements.

The rear yard ranges from 19 to 21 feet deep and 32 feet wide yielding an approximately 722 square-foot area that may be used as open space. The RM-1 District requires 100 square feet of open space per unit and 133 square feet per unit if the open space being provided is common open space. Eight dwelling units requires 1,064 square feet of common open space and only 722 square feet is provided; therefore, the addition of a seventh and eighth unit requires a Zoning Administrator waiver from the open space requirements.

There are two parking spaces at the subject property. Pursuant to Planning Code Section 307(l), the Zoning Administrator may allow complete or partial relief from the parking requirements of this Code when modification of the requirement would facilitate the construction of an Accessory Dwelling Unit; therefore, the addition of two units requires a Zoning Administrator waiver from the parking requirements.

### 3. COVENANTS OF OWNER

3.1 **Units Subject to Rent Ordinance.** Pursuant to Planning Code Sections 204(c)(4)(G) and 204(c)(4)(H), and in consideration of the concessions and incentives set forth in Section 2.2 of this Agreement, the Owner agrees to subject the Accessory Dwelling Unit(s) to the provisions of the Rent Ordinance.

3.2 Owner's Waiver of Rights Under Section 1954.52 of Costa-Hawkins and Section 37.2(r)(5) of the Rent Ordinance as to the Newly-Constructed Accessory Dwelling Unit(s). As the Parties have acknowledged in Section 2.1 of this Agreement, under Section 1954.52(a) of Costa-Hawkins and Section 37.2(r)(5) of the Rent Ordinance, the owner of newly constructed dwelling units may establish both the initial and all subsequent rental rates for dwelling units in the property without regard to the Rent Ordinance unless otherwise agreed to pursuant to the provisions of Section 1954.52(b) of Costa-Hawkins. The Parties understand and agree that by entering into this Agreement, Section 37.2(r)(5) of the Rent Ordinance and Section 1954.52(a) of Costa-Hawkins do not and in no way shall limit or otherwise affect application of the Rent Ordinance to the Accessory Dwelling Unit(s), and that the City may restrict subsequent rental rates for the Accessory Dwelling Unit(s) because this Agreement, as a contract with a public entity in consideration for a direct financial contribution or other forms of assistance specified in Government Code Chapter 4.3, including but not limited to the concessions and incentives specified in Section 2.2 above, falls within the exception in Section 1954.52(b) of Costa-Hawkins described in Section 2.1 of this Agreement. Owner acknowledges that the concessions and incentives described in Section 2.2 result in identifiable and actual cost reductions to the Project.

As a material part of the consideration for entering into this Agreement, Owner, on behalf of itself and all its successors and assigns to this Agreement, hereby expressly waives, now and forever, any and all rights it may have under Section 1954.52(a) of Costa-Hawkins and/or Section 37.2(r)(5) of the Rent Ordinance with respect to the Accessory Dwelling Unit(s) consistent with Section 3.1 of this Agreement. This waiver applies only to the Accessory Dwelling Unit(s) and not to any other dwelling units on the Property and does not preclude the Owner from establishing the initial rental rate for the Accessory Dwelling Unit(s) pursuant to Section 1954.53 of Costa-Hawkins. Without limiting the foregoing, Owner, on behalf of itself and all successors and assigns to this Agreement, agrees not to bring any legal or other action against City seeking application of Costa-Hawkins to the Accessory Dwelling Units for so long as the Accessory Dwelling Units are subject to the Rent Ordinance. The Parties understand and agree that the City would not be willing to enter into this Agreement without the waivers and agreements set forth in this Section 3.

#### 4. MUTUAL OBLIGATIONS

4.1 Good Faith and Fair Dealing. The Parties shall cooperate with each other and act in good faith in complying with the provisions of this Agreement.

4.2 Other Necessary Acts. Each Party shall execute and deliver to the other all further instruments and documents as may be reasonably necessary to carry out this Agreement, and applicable law in order to provide and secure to each Party the full and complete enjoyment of its rights and privileges hereunder.

#### 5. OWNER REPRESENTATIONS, WARRANTIES AND COVENANTS.

5.1 Interest of Owner. Owner represents that it is the legal and equitable owner of a fee simple interest in the Property, that it has the power and authority to bind all other persons with legal or equitable interest in the newly-constructed dwelling units to the terms of this

Agreement, and that all other persons holding legal or equitable interest in the Accessory Dwelling Unit are to be bound by this Agreement.

5.2 **No Conflict With Other Agreements; No Further Approvals; No Suits.** Owner warrants and represents that it is not a party to any other agreement that would conflict with the Owner's obligations under this Agreement. Neither Owner's articles of organization, bylaws, or operating agreement, as applicable, nor any other agreement or law in any way prohibits, limits or otherwise affects the right or power of Owner to enter into and perform all of the terms and covenants of this Agreement. No consent, authorization or approval of, or other action by, and no notice to or filing with, any governmental authority, regulatory body or any other person is required for the due execution, delivery and performance by Owner of this Agreement or any of the terms and covenants contained in this Agreement. To Owner's knowledge, there are no pending or threatened suits or proceedings or undischarged judgments affecting Owner or any of its members before any court, governmental agency, or arbitrator which might materially adversely affect Owner's business, operations, or assets or Owner's ability to perform under this Agreement.

5.3 **No Inability to Perform; Valid Execution.** Owner warrants and represents that it has no knowledge of any inability to perform its obligations under this Agreement. The execution and delivery of this Agreement and the agreements contemplated hereby by Owner have been duly and validly authorized by all necessary action. This Agreement will be a legal, valid and binding obligation of Owner, enforceable against Owner in accordance with its terms.

5.4 **Conflict of Interest.** Through its execution of this Agreement, the Owner acknowledges that it is familiar with the provisions of Section 15.103 of the City's Charter, Article III, Chapter 2 of the City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the California Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

5.5 **Notification of Limitations on Contributions.** Through execution of this Agreement, Owner acknowledges that it is familiar with Section 1.126 of City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City, whenever such transaction would require approval by a City elective officer or the board on which that City elective officer serves, from making any campaign contribution to the officer at any time from the commencement of negotiations for the contract until three (3) months after the date the contract is approved by the City elective officer or the board on which that City elective officer serves. San Francisco Ethics Commission Regulation 1.126-1 provides that negotiations are commenced when a prospective contractor first communicates with a City officer or employee about the possibility of obtaining a specific contract. This communication may occur in person, by telephone or in writing, and may be initiated by the prospective contractor or a City officer or employee. Negotiations are completed when a contract is finalized and signed by the City and the contractor. Negotiations are terminated when the City and/or the prospective contractor end the negotiation process before a final decision is made to award the contract.

5.6 **Nondiscrimination.** In the performance of this Agreement, Owner agrees not to discriminate on the basis of the fact or perception of a person's, race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes, against any City employee, employee of or applicant for employment with the Owner, or against any bidder or contractor for public works or improvements, or for a franchise, concession or lease of property, or for goods or services or supplies to be purchased by the Owner. A similar provision shall be included in all subordinate agreements let, awarded, negotiated or entered into by the Owner for the purpose of implementing this Agreement.

## 6. AMENDMENT; TERMINATION

6.1 **Amendment or Termination.** Except as provided in Sections 6.2 (Automatic Termination) and 8.3 (Remedies for Default), this Agreement may only be amended or terminated with the mutual written consent of the Parties.

6.2 **Automatic Termination.** This Agreement shall automatically terminate in the event that the Newly-Constructed Dwelling Units authorized under Section 207 (c) (4) of the San Francisco Planning Code are no longer subject to regulation as to the rental rates.

6.3 **Effect of Termination.** If this Agreement is terminated for any reason, the City's waivers of Planning Code requirements described in Section 2.1 shall no longer be in effect and the Property shall be subject to the provisions of the Planning Code that would otherwise have applied to the Project.

## 7. TRANSFER OR ASSIGNMENT; RELEASE; RIGHTS OF MORTGAGEES; CONSTRUCTIVE NOTICE

7.1 **Agreement Runs With The Land.** Owner may assign or transfer its duties and obligations under this Agreement to another entity, provided such entity is the legal and equitable fee owner or lessee of the Property ("Transferee"). Owner acknowledges that the Project Approvals are dependent on this Agreement, and that any party that wishes to develop some or all of the Project on the Property must assume all of Owner's rights and obligations under this Agreement. As provided in Section 9.2, this Agreement runs with the land and any Transferee will be bound by all of the terms and conditions of this Agreement.

7.2 **Rights of Owner.** The provisions in this Section 7 shall not be deemed to prohibit or otherwise restrict Owner from (i) granting easements or licenses to facilitate development of the Property, (ii) encumbering the Property or any portion of the improvements thereon by any mortgage, deed of trust, or other device securing financing with respect to the Property or Project, (iii) granting a leasehold interest in all or any portion of the Property, or (iv) transferring all or a portion of the Property pursuant to a sale, transfer pursuant to foreclosure, conveyance in lieu of foreclosure, or other remedial action in connection with a mortgage. None

of the terms, covenants, conditions, or restrictions of this Agreement shall be deemed waived by City by reason.

7.3 **Constructive Notice.** Every person or entity who now or hereafter owns or acquires any right, title or interest in or to any portion of the Project or the Property is and shall be constructively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Project or the Property.

## 8. **ENFORCEMENT OF AGREEMENT; REMEDIES FOR DEFAULT; DISPUTE RESOLUTION**

8.1 **Enforcement.** The only parties to this Agreement are the City and the Owner. This Agreement is not intended, and shall not be construed, to benefit or be enforceable by any other person or entity whatsoever.

8.2 **Default.** For purposes of this Agreement, the following shall constitute a default under this Agreement: the failure to perform or fulfill any material term, provision, obligation, or covenant hereunder and the continuation of such failure for a period of thirty (30) calendar days following a written notice of default and demand for compliance; provided, however, if a cure cannot reasonably be completed within thirty (30) days, then it shall not be considered a default if a cure is commenced within said 30-day period and diligently prosecuted to completion thereafter, but in no event later than one hundred twenty (120) days.

8.3 **Remedies for Default.** In the event of an uncured default under this Agreement, the remedies available to a Party shall include specific performance of the Agreement in addition to any other remedy available at law or in equity. In addition, the non-defaulting Party may terminate this Agreement subject to the provisions of this Section 8 by sending a Notice of Intent to Terminate to the other Party setting forth the basis for the termination. The Agreement will be considered terminated effective upon receipt of a Notice of Termination. The Party receiving the Notice of Termination may take legal action available at law or in equity if it believes the other Party's decision to terminate was not legally supportable.

8.4 **No Waiver.** Failure or delay in giving notice of default shall not constitute a waiver of default, nor shall it change the time of default. Except as otherwise expressly provided in this Agreement, any failure or delay by a Party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies; nor shall it deprive any such Party of its right to institute and maintain any actions or proceedings that it may deem necessary to protect, assert, or enforce any such rights or remedies.

## 9. **MISCELLANEOUS PROVISIONS**

9.1 **Entire Agreement.** This Agreement, including the preamble paragraph, Recitals and Exhibits, constitute the entire understanding and agreement between the Parties with respect to the subject matter contained herein.

9.2 **Binding Covenants; Run With the Land.** From and after recordation of this Agreement, all of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon the Parties, and their respective heirs, successors (by merger, consolidation, or otherwise) and assigns, and all persons or entities acquiring the Property, any lot, parcel or any portion thereof, or any interest therein, whether by sale, operation of law, or in any manner whatsoever, and shall inure to the benefit of the Parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns. All provisions of this Agreement shall be enforceable during the term hereof as equitable servitudes and constitute covenants and benefits running with the land pursuant to applicable law, including but not limited to California Civil Code Section 1468.

9.3 **Applicable Law and Venue.** This Agreement has been executed and delivered in and shall be interpreted, construed, and enforced in accordance with the laws of the State of California. All rights and obligations of the Parties under this Agreement are to be performed in the City and County of San Francisco, and such City and County shall be the venue for any legal action or proceeding that may be brought, or arise out of, in connection with or by reason of this Agreement.

9.4 **Construction of Agreement.** The Parties have mutually negotiated the terms and conditions of this Agreement and its terms and provisions have been reviewed and revised by legal counsel for both City and Owner. Accordingly, no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement. Language in this Agreement shall be construed as a whole and in accordance with its true meaning. The captions of the paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of construction. Each reference in this Agreement to this Agreement shall be deemed to refer to the Agreement as it may be amended from time to time pursuant to the provisions of the Agreement, whether or not the particular reference refers to such possible amendment.

9.5 **Project Is a Private Undertaking; No Joint Venture or Partnership.**

9.5.1 The Project proposed to be undertaken by Owner on the Property is a private development. The City has no interest in, responsibility for, or duty to third persons concerning any of said improvements. The Owner shall exercise full dominion and control over the Property, subject only to the limitations and obligations of the Owner contained in this Agreement or in the approvals for the Project.

9.5.2 Nothing contained in this Agreement, or in any document executed in connection with this Agreement, shall be construed as creating a joint venture or partnership between the City and the Owner. Neither Party is acting as the agent of the other Party in any respect hereunder. The Owner is not a state or governmental actor with respect to any activity conducted by the Owner hereunder.

9.6 **Signature in Counterparts.** This Agreement may be executed in duplicate counterpart originals, each of which is deemed to be an original, and all of which when taken together shall constitute one and the same instrument.



9.7 **Notices.** Any notice or communication required or authorized by this Agreement shall be in writing and may be delivered personally or by registered mail, return receipt requested. Notice, whether given by personal delivery or registered mail, shall be deemed to have been given and received upon the actual receipt by any of the addressees designated below as the person to whom notices are to be sent. Either Party to this Agreement may at any time, upon written notice to the other Party, designate any other person or address in substitution of the person and address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

**To City:**

John Rahaim  
Director of Planning  
San Francisco Planning Department  
1650 Mission Street  
San Francisco, California 94102

with a copy to:

Dennis J. Herrera, Esq.  
City Attorney  
City Hall, Room 234  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102  
Attn: Kate H. Stacy, Dep. City Attorney

**To Owner:**

330 Presidio Avenue LLC  
3364 Sacramento Street  
San Francisco, CA 94118  
Attn: Joe Toboni, Managing Principal

9.8 **Severability.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect unless enforcement of the remaining portions of the Agreement would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.

9.9 **MacBride Principles.** The City urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1 et seq. The City also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. Owner acknowledges that it has read and understands the above statement of the City concerning doing business in Northern Ireland.

9.10 **Tropical Hardwood and Virgin Redwood.** The City urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood, or virgin redwood wood product.

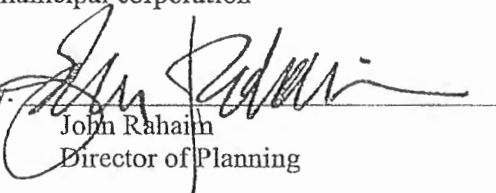
9.11 **Sunshine.** The Owner understands and agrees that under the City's Sunshine Ordinance (San Francisco Administrative Code, Chapter 67) and the State Public Records Law (Gov't Code Section 6250 et seq.), this Agreement and any and all records, information, and materials submitted to the City hereunder are public records subject to public disclosure.

9.12 **Effective Date.** This Agreement will become effective on the date that the last Party duly executes and delivers this Agreement.

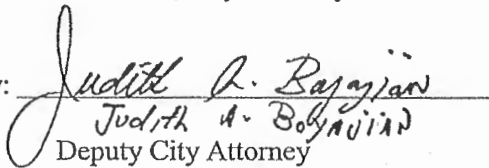
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

**CITY**

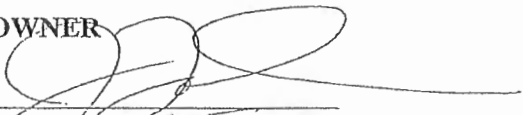
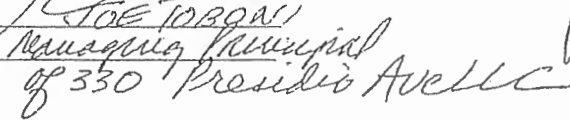
CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

By:   
John Rahaim  
Director of Planning

Approved as to form:  
Dennis J. Herrera, City Attorney

By:   
Judith A. Bayajian  
Deputy City Attorney

**OWNER**

By:   
Its:   
of 330, Presidio Avenue

11/14/16.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California )
County of San Francisco )

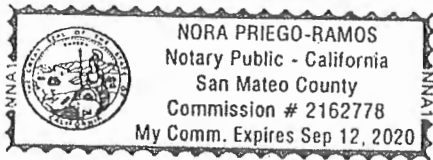
On December 7, 2016 before me, Nora Priego-Ramos, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared John Rahaim
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Agreement - 330 Presidio Avenue Document Date: 12/7/16
Number of Pages: 10 Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: John Rahaim
[ ] Corporate Officer - Title(s):
[ ] Partner - [ ] Limited [ ] General
[ ] Individual [ ] Attorney in Fact
[ ] Trustee [ ] Guardian or Conservator
[X] Other: Planning Director
Signer Is Representing:

Signer's Name:
[ ] Corporate Officer - Title(s):
[ ] Partner - [ ] Limited [ ] General
[ ] Individual [ ] Attorney in Fact
[ ] Trustee [ ] Guardian or Conservator
[ ] Other:
Signer Is Representing:

## EXHIBIT A

The land referred to is situated in the County of San Francisco, City of San Francisco, State of California, and is described as follows:

Beginning at a point on the Easterly line of Presidio Avenue, distant thereon 127 feet, 8-1/4 inches Northerly from the Northerly line of Sacramento Street; running thence Northerly and along said line of Presidio Avenue 32 feet; thence at a right angle Easterly 100 feet; thence at a right angle Southerly 32 feet; thence at a right angle Westerly 100 feet to the point of beginning.

Being a portion of Western Addition Block No. 623.

Assessor's Lot 019; Block 1007

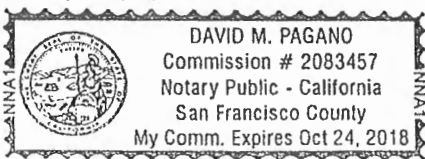
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California )
County of SAN FRANCISCO )
On NOV 14, 2016 before me, DAVID M PAGANO
Date Here Insert Name and Title of the Officer
personally appeared JOE TOBONI
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Agreement to Subject Document Date: NOV 14, 2016
Number of Pages: 11 Signer(s) Other Than Named Above: Dwelling

Capacity(ies) Claimed by Signer(s)
Signer's Name:
[ ] Corporate Officer -- Title(s):
[ ] Partner -- [ ] Limited [ ] General
[ ] Individual [ ] Attorney in Fact
[ ] Trustee [ ] Guardian or Conservator
[ ] Other:
Signer Is Representing:

3/21/18

FILE

March 6, 2018

San Francisco Building Dept.  
Board of Appeals  
1650 Mission St. #304  
San Francisco, CA 94103

BOARD OF APPEALS

MAR 09 2018

APPEAL # 18-010

Re: Permit # 2016 01 11 6829, 330 Presidio Avenue, San Francisco

Ladies and Gentlemen:

This is to express my strenuous objection to the development which is the subject of the above permit.

I own a condominium unit immediately adjacent to the proposed project and do not wish to see an increased occupant density in the building at 330 Presidio Avenue.

More occupants means more noise, more difficulty in parking, and decreased quality of life in this otherwise attractive neighborhood.

Further, the areas of 330 Presidio Avenue which are the subject of this permit were never intended for residential occupancy. These areas are for tenant storage, laundry facilities and parking.

Please vote to disapprove this project.

Very truly yours,



John Ross  
322 Presidio Avenue #4  
San Francisco, CA 94115