

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

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

Appeal No. **22-004**

**NOTICE OF APPEAL**

**NOTICE IS HEREBY GIVEN THAT** on January 31, 2022, 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 14, 2022 to 3552-3558 20th Street, LLC, of an Alteration Permit (revision to Building Permit No. 2019/04/29/9176; add one bathroom to ground floor Unit No. 1; close lightwell at ground floor only; no change to egress or structural; comply with Notice of Violation Nos. 201878063 and 202181498) at 3552-3558 20th Street.

**APPLICATION NO. 2021/09/07/7852**

**FOR HEARING ON March 23, 2022**

Address of Appellant(s):

Address of Other Parties:

<p>Amalia Lezcano, Appellant(s) 3562 20th Street San Francisco, CA 94110</p>	<p>3552-3558 20th Street, LLC, Permit Holder(s) c/o My My Ly, Agent for Permit Holder(s) 1990 34th Avenue San Francisco, CA 94116</p>
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Date Filed: January 31, 2022

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

**PRELIMINARY STATEMENT FOR APPEAL NO. 22-004**

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I / We, **Amalia Lezcano**, hereby appeal the following departmental action: **ISSUANCE** of **Alteration Permit No. 2021/09/07/7852** by the **Department of Building Inspection** which was issued or became effective on: **January 14, 2022**, to: **3552-3558 20th Street, LLC**, for the property located at: **3552-3558 20th Street**.

**BRIEFING SCHEDULE:**

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

Appellant's Brief is due on or before: 4:30 p.m. on **March 3, 2022, (no later than three Thursdays prior to the hearing date)**. The brief may be up to 12 pages in length with unlimited exhibits. It shall be double-spaced with a minimum 12-point font. An electronic copy shall be emailed to: [boardofappeals@sfgov.org](mailto:boardofappeals@sfgov.org), [julie.rosenberg@sfgov.org](mailto:julie.rosenberg@sfgov.org), [tina.tam@sfgov.org](mailto:tina.tam@sfgov.org), [corey.teague@sfgov.org](mailto:corey.teague@sfgov.org), [mymy@mmlarchitect.com](mailto:mymy@mmlarchitect.com) and [john\\_hardwoodfloor@yahoo.com](mailto:john_hardwoodfloor@yahoo.com).

Respondent's and Other Parties' Briefs are due on or before: 4:30 p.m. on **March 17, 2022, (no later than one Thursday prior to hearing date)**. The brief may be up to 12 pages in length with unlimited exhibits. It shall be double-spaced with a minimum 12-point font. An electronic copy shall be emailed to: [boardofappeals@sfgov.org](mailto:boardofappeals@sfgov.org), [julie.rosenberg@sfgov.org](mailto:julie.rosenberg@sfgov.org), [tina.tam@sfgov.org](mailto:tina.tam@sfgov.org), [corey.teague@sfgov.org](mailto:corey.teague@sfgov.org) and [lezcano.one@gmail.com](mailto:lezcano.one@gmail.com).

Hard copies of the briefs do NOT need to be submitted to the Board Office or to the other parties.

Hearing Date: **Wednesday, March 23, 2022, 5:00 p.m.**, in Room 416 of SF City Hall. (If the hearing is by Zoom due to the City's Health Orders, information for access to the hearing will be provided before the hearing date).

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

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

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

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

See attachment to the preliminary Statement of Appeal.

**Appellant or Agent:**

Signature: Via Email

Print Name: Amalia Lezcano, appellant

January 31<sup>st</sup>, 2022

Board of Appeals

49 South Van Ness, Suite 1475

San Francisco, CA 94103

Attn: Alec Longaway and Julie Rosenberg,

I, Amalia Lezcano, am writing you this email after several attempts to address this problem with the neighbors at 3552-3558 20<sup>th</sup> Street (Block 3596 lot 053).

My family owns 3560-3566 20<sup>th</sup> Street next door. We filed a complaint 202181498 with the SFDBI upon noticing that illegal construction was going on, which is still active. The neighbors began to extend their building into our area by increasing height and extending over their ground floor. We contacted Inspector Sean Birmingham from SFDBI who told them to stop their construction. After the Inspector left, they laughed and continued to construct. We informed SFDBI again and again someone came out and told them to stop.

Again, construction continued, SFDBI was notified again. This time the neighbor called in a roofing company and tarred portions of construction.

Upon being told by SFDBI to remove it, my brother, Ernesto Lezcano II was contacted by the owner. My brother Ernesto told the owner to remove it. The owner stated that he would, yet that has not happened. Instead, the owner has now been granted a permit 202109077852 to construct a bathroom on ground floor, close lightwell, stating there is no change to egress or structural.


The neighbor has already illegally changed the ground floor and had agreed to remove encroachment as space has been taken both horizontally and vertically between the buildings.

I submit this appeal to this permit as we have already tried to address this matter through our complaint with SFDBI, with the owner, and now through this appeals process. The owner was told to remove and said he would do so but has not.

Please help.

I have provided pictures for your review. The first is from the inside of their ground floor showing work of ceiling extended both horizontally and vertically. The rest show area between buildings. I can provide more pics for reference upon request.

Respectfully,

  
Amalia Lezcano for The Lezcano Family  
415 334-3840  
• Lezcano.one@gmail.com

**Permit Details Report**

**Report Date:** 1/31/2022 10:23:36 AM

Application Number: 202109077852  
 Form Number: 8

Address(es): 3596 / 053 / 1 3552 20TH ST  
 3596 / 053 / 1 3558 20TH ST

Description: REVISION TO 201904299176, ADD 1 BATH TO GR FL UNIT 1. CLOSE LIGHTWELL AT GR FL ONLY. NO CHANGE TO EGRESS OR STRUCTURAL. COMPLY W NOV 201878063 AND 202181498

Cost: \$60,000.00  
 Occupancy Code: R-2,B  
 Building Use: 24 - APARTMENTS

**Disposition / Stage:**

Action Date	Stage	Comments
9/7/2021	TRIAGE	
9/7/2021	FILING	
9/7/2021	FILED	
1/14/2022	APPROVED	
1/14/2022	ISSUED	

**Contact Details:**

**Contractor Details:**

License Number: 945989  
 Name: CUONG VAN TRAN  
 Company Name: JOHN CONSTRUCTION BUILDER  
 Address: 2623 47TH AV \* SAN FRANCISCO CA 94116-0000  
 Phone:

**Addenda Details:**

**Description:**

Step	Station	Arrive	Start	In Hold	Out Hold	Finish	Checked By	Hold Description
1	INTAKE	9/7/21	9/7/21			9/7/21	BUFKA SUSAN	
2	CP-ZOC	9/9/21	12/30/21			12/30/21	SUCRE RICHARD	Approved: interior alteration to ground floor unit [aka. Unit #1] (reduce by 112 sq ft) and enclose lightwell along west property line on ground floor only. No work on upper floors [routed permit to Permit Center Help Desk on 12/30/21] richard.sucre@sfgov.org
3	BLDG	1/14/22	1/14/22			1/14/22	LIU CHU	
4	MECH	1/14/22	1/14/22			1/14/22	TAN (PETER) JIA JIAN	Approved OTC
5	SFFD	12/31/21	12/31/21			12/31/21	HARSHMAN KJELL	approved
6	PERMIT-CTR	12/30/21	12/30/21			12/30/21	ESPINO HENRY	12/30/2021: Project received by Permit Center Team. Applicant may collect the project to continue OTC review. See email from PERMITCENTER@SFGOV.ORG for instructions. -HE
7	SFPUC	1/14/22	1/14/22			1/14/22	GARCIA JOBEL	Project approved. OTC - Capacity Charge not applicable. Not enough additional fixtures/GPM but existing water fixtures indicate a larger meter would be appropriate. Permit applicant can contact PUC, New Installation 415.551.2900, for additional information. Returned to Applicant - 1/14/22
8	CPB	1/14/22	1/14/22			1/14/22	SHAWL HAREGGEWAIN	

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

**Appointments:**

Appointment Date	Appointment AM/PM	Appointment Code	Appointment Type	Description	Time Slots
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**Inspections:**

Activity Date	Inspector	Inspection Description	Inspection Status
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**Special Inspections:**

Addenda No.	Completed Date	Inspected By	Inspection Code	Description	Remarks
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For information, or to schedule an inspection, call 628-652-3400 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 © 2022

THE APPELLANT DID NOT SUBMIT A BRIEF

# BRIEF SUBMITTED BY THE PERMIT HOLDER



April 6, 2023

President Rick Swig  
San Francisco Board of Appeals  
49 South Van Ness, Suite 1475 (14<sup>th</sup> Floor)  
San Francisco, CA 94103

Re: *Appeal No. 22-004 regarding Building Permit Application No. 2021-0907-7852 for*

Address: *3552-58 20<sup>th</sup> Street*

Dear President Swig and Members of the Board of Appeals:

My name is My My Ly, the Project Architect representing the owners, Tony Pham, Cuong Van Tran, and Kim Le, with regards to Appeal No. 22-004. After over one year of negotiations between the owners and the Appellants (Amalia Lezcano and her brother Ernesto Lezcano), the two parties could not come to an agreement. **Therefore, the subject owners would like to cancel the building permit application referenced above and respectfully request that the Board deny this appeal and grant this permit cancellation.**

Below is the chronology of events:

1. In 2021 – the subject lightwell was infilled on the ground floor against the Appellant’s blind wall, without the benefit of a permit. **(EXHIBIT 1)**
2. 8/25/21 – Appellants filed a complaint.
3. 8/26/21 – a Notice of Violation (#202181498) was issued. **(EXHIBIT 2)**
4. 9/7/21 – we filed a building permit (#2021-0907-7852) to infill the lightwell. **(EXHIBIT 3)**
5. 1/14/22 – that permit was issued.
6. 1/31/22 – the Appellant filed the subject appeal.



7. 4/27/22 – Owner Tony Pham and I met with the Appellants, Amalia Lezcano and Ernesto

Lezcano. The owner agreed to:

- a. Install 1-hour fire rated property line wall
- b. Install 1-hour Class A roof with overflow drain
- c. Provide flashing between the buildings
- d. Divert all exhausts to the back instead of the lightwell
- e. Install lock on non-egress lightwell windows to prevent tenants accessing the lightwell.

8. 6/10/22 – Phone conference between Mr. Pham, myself, and Appellant, who requested additional sprinkler heads to be added to either building. Owner agreed.

9. 6/16/22 – Appellant provided a draft agreement with additional items not previously discussed.

**(EXHIBIT 4)**

10. 8/18/22 – Owner agreed to most terms and sent a simplified modified agreement draft.

**(EXHIBIT 5).** Some additional terms include:

- a. Upgrade roof and lightwell property line to 2-hour fire-rating, although only 1-hour is required
- b. Install 2 sprinkler heads in neighbor's lightwell and pay all costs
- c. Agree to keep lightwell clean and free of debris. Add lightwell access, maintenance, and repair agreement, to be drafted separately.
- d. Agree to not construct or make additional alterations in lightwell.
- e. Name the Appellants as Additional Insured on insurance.
- f. Compensate Appellants \$3000 for their attorney's fees.
- g. Hire 3<sup>rd</sup> party fire protection specialist to evaluate the proposed fire safety measures.

11. 10/12/22 – Meeting at the site with Mr. Pham, myself, our fire sprinkler contractor, Ms. Lezcano and Mr. Lezcano. Terms were modified and added and both parties loosely agreed.
12. 12/14/22 – Rough draft of agreement received from Appellant, with very stringent terms. The owners could agree to most but not the ones highlighted in **EXHIBIT 6**.
13. 2/14/23 – Filed cancellation with DBI for subject permit application (2021-0907-7852) (**EXHIBIT 7**)
14. 2/17/23 –The permit to remove the lightwell infill to abate the original NOV was issued (App# 2023-0217-2176). (**EXHIBIT 8**)

**Conclusion:**

We understand that the Appellant is concerned about fire hazards. We worked hard to address their concerns and were willing to accommodate most of their requests to improve fire safety and security for both buildings. However, the owners are unable to comply with every unreasonable demand from the Appellant, such as to require the owners be responsible for all damages, repairs and costs to the Appellants' building for any reason for all past, current, or future issues; grant the Appellants access to the subject lightwell area and prohibit the owners to their own lightwell area without prior consent from the Appellants; allow Appellants to modify this agreement; and record the agreement on title and bind all future property successors, etc.

We respectfully request the Board of Appeals to deny the appeal and to confirm the cancellation of the appealed permit. We will remove the lightwell infill and bring it back to its original condition and location.

Sincerely yours,



My My Ly, Principal Architect

**EXHIBIT 1**

**SUBJECT BUILDING EXISTING WALLS**

**APPELLANT'S LIGHTWELL**

**SUBJECT INFILLED LIGHTWELL ON GROUND FLOOR**





# EXHIBIT 2

City and County of San Francisco  
Department of Building Inspection  
49 South Van Ness Ave, Suite 400  
San Francisco, CA 94103-1226

## COMPLAINT DATA SHEET

COMPLAINT NUMBER : 202181498

OWNER/AGENT: 3552-3558 20TH ST LLC  
3552-3558 20TH ST LLC  
CUONG V TRAN  
PO BOX 27663  
SAN FRANCISCO CA  
94127

DATE FILED: 25-AUG-21  
LOCATION: 3552 20TH ST  
BLOCK: 3596 LOT: 053  
SITE:

OWNER'S PHONE --  
CONTACT NAME  
CONTACT PHONE --

RATING: OCCUPANCY CODE  
RECEIVED BY: Mauricio Hernandez DIVISION: CES  
COMPLAINT SOURCE: E-MAIL

COMPLAINANT: ANNO

ASSIGNED TO DIVISION: BID

COMPLAINANT'S PHONE --

DESCRIPTION: EXCEEDING SCOPE OF PERMITS- illegal work is being done by construction personnel from 3552-58 20th St. They have illegally raised their ceiling height and extended it into 3562 20th St our space.  
INSTRUCTIONS:

### INSPECTOR INFORMATION

DIVISION	INSPECTOR	ID	DISTRICT	PRIORITY
BID	BIRMINGHAM	6304	8	

Call  
(415) 638-0441

### REFERRAL INFORMATION

DATE	REFERRED BY	TO	COMMENT
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### COMPLAINT STATUS AND COMMENTS

DATE	TYPE	DIVISION	INSPECTOR	STATUS	COMMENT
25-AUG-21	CASE OPENED	BID	S BIRMINGHAM	CASE RECEIVED	
25-AUG-21	OTHER BLDG/HOUSING VICCES	M	HERNANDEZ	CASE UPDATE	Case reviewed and assigned to district inspector. MH

### COMPLAINT ACTION BY DIVISION

DIVISION	DATE	DESCRIPTION	ACTION COMMENT
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NOV (HIS)      NOV (BID)



# NOTICE OF VIOLATION

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

**DEPARTMENT OF BUILDING INSPECTION** NOTICE: 1  
City and County of San Francisco  
49 South Van Ness Ave, Suite 400 San Francisco, CA

NUMBER: 202181498  
DATE: 26-AUG-21

ADDRESS: 3552 20TH ST 0

OCCUPANCY/USE: ()

BLOCK: 3596 LOT: 053

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: 3552-3558 20TH ST LLC  
MAILING 3552-3558 20TH ST LLC  
ADDRESS CUONG V TRAN  
PO BOX 27663  
SAN FRANCISCO CA 94127

PHONE #: --

PERSON CONTACTED @ SITE: 3552-3558 20TH ST LLC

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

Following up on a complaint, contractor has exceeded the scope of their permit and have filled in a lightwell on the ground floor with new framing and made a new roof with drain.

Code/Section: SFBC 106A.4.7

## CORRECTIVE ACTION:

- STOP ALL WORK SFBC 104.2.4 628-652-3604
- 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 permit to legalize or to remove and contact building inspector for all inspections.

**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 \$5000

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

CONTACT INSPECTOR: Sean M Birmingham

PHONE # 628-652-3604

DIVISION: BID

DISTRICT : 8

By:(Inspectors'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 \_\_\_\_\_

ADDRESS 3552 20th St

DATE 8/26/21

OCCUPANCY / USE \_\_\_\_\_

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

CONST. TYPE \_\_\_\_\_

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 #

SFBC 106A.4.7

Following up on a complaint, Contractor has exceeded the scope of their permit and have filled in a lightwell on the ground floor with new framing and made a new roof with drain

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 permit to legalize or to remove and contact building inspector for all inspections

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 \$ 5000

No penalty (Work w/o permit prior to 9/1/60)

APPROX. DATE OF WORK W/O PERMIT \_\_\_\_\_

VALUE OF WORK PERFORMED WITHOUT PERMITS \_\_\_\_\_

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

CONTACT INSPECTOR Sean Birmingham  
(Inspector - Print Name)

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

PHONE # (415) 658-0441

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

DISTRICT # 8

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



September 21, 2021

Owner: 3552-3558 20TH ST LLC  
CUONG V TRAN  
PO BOX 27663  
SAN FRANCISCO CA 94127

Address: 3552 20TH ST,  
Block: 3596 Lot: 053 Seq: 01  
Tract: Case: BWO  
Hearing Number : 202181498  
Inspector: Tienda

## NOTICE OF DIRECTOR'S HEARING

### Date and Time of Hearing:

TO OWNER(S), LESSEE(S), TENANT(S) AND OTHER PERSONS OF INTEREST:

In accordance with provisions of the San Francisco Building Code, the described premises were inspected and violation(s) were found to exist. The list of Violation(s) have been mailed to the Owner(s) of Record or agent(s) and compliance has not occurred. Therefore, the Director of the Department of Building Inspection has probable cause to believe the building, structure or a portion thereof is an unsafe building or property.

Failure to comply with the decision of the Director may result in the revocation of the Permit of Occupancy and/or Certificate of Occupancy of the subject premises.

The Owner(s) of Record or the duly authorized representative is notified to appear at the Hearing to be held on the date shown above, at which time the Director of the Department of Building Inspection will consider the violation(s) and that the building is unsafe and a public nuisance.

### WARNING

Failure to comply with this request will result in further abatement proceedings. If an Order of Abatement is issued from the Director's Hearing, you will be billed for the entire cost incurred in the code enforcement process, from the posting of the first "Warning of Violation" until the matter is resolved per San Francisco Building Code Sections 102A.3, 110A, Table 1A-G & 110A Table 1A-K.

The Owner(s) of Record is instructed to notify the holder(s) of any Mortgage(s) or Deed(s) of Trust secured by this property of these proceedings. Also, the Department of Building Inspection shall be advised of the name(s) of holder(s) of any Mortgage(s) or Deed(s) of Trust on this property.

BY ORDER OF THE DIRECTOR OF DEPARTMENT OF BUILDING INSPECTION.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Patrick O'Riordan".

Patrick O'Riordan, Interim Director  
Department of Building Inspection







MML ARCHITECT  
415.713.5707  
www.mmlarchitect.com

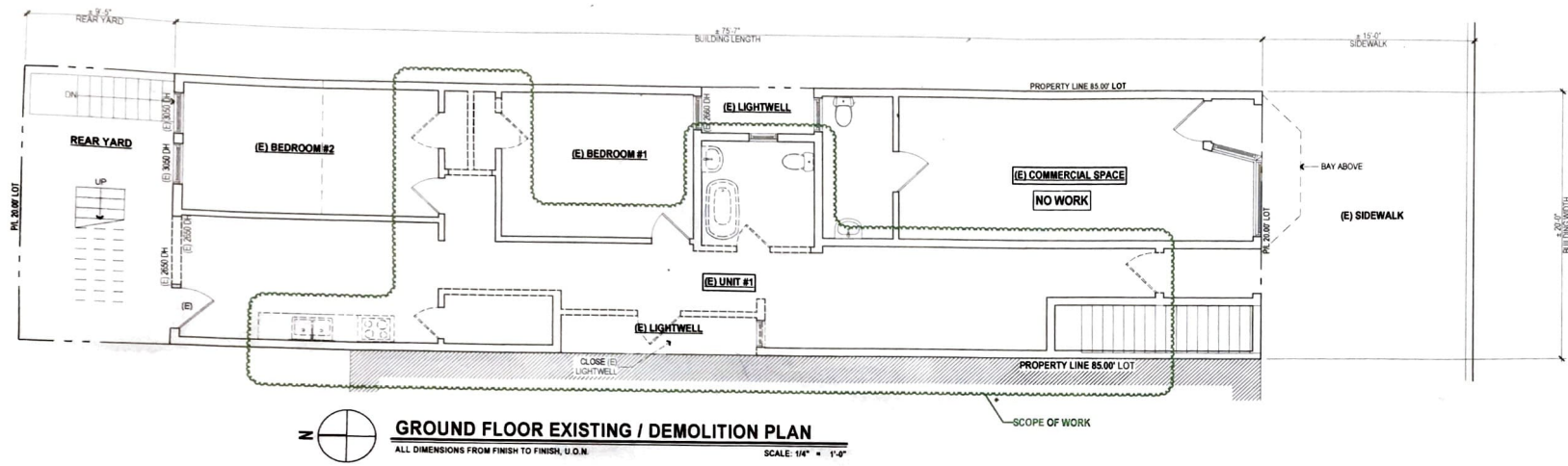
INTERIOR REMODEL  
3552-58 20TH STREET  
BLOCK 3596, LOT 053  
SAN FRANCISCO, CA 94110

EXISTING & PROPOSED GROUND & SECOND FLOOR PLANS



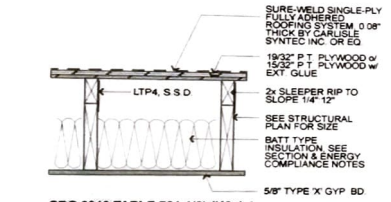
REVISION BY  
8/20/21 ORD FLR UNIT MML  
9/21/21 PHOTOS MML

JOB 210811  
SHEET  
**A-1**  
OF 7 SHEETS

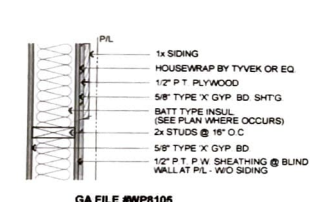


**GROUND FLOOR EXISTING / DEMOLITION PLAN**

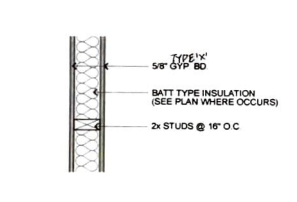
ALL DIMENSIONS FROM FINISH TO FINISH, U.O.N. SCALE: 1/4" = 1'-0"



**1 ROOF DETAIL**  
SCALE 1 1/2" = 1'-0" ONE HOUR



**2 EXTERIOR WALL DETAIL**  
SCALE 1 1/2" = 1'-0" ONE HOUR



**3 INTERIOR WALL DETAIL**  
SCALE 1 1/2" = 1'-0" ONE HOUR

**LEGEND**

--- (dashed line)	WALL TO BE REMOVED
— (solid line)	EXISTING WALL
— (thick solid line)	NEW WALL

- PLAN NOTES**
- EGRESS WINDOW - NET CLEAR OPENING OF 5.7 SQ FT, W/ 20" MIN. NET CLEAR WIDTH, 24" MIN. NET CLEAR HT., AND MAX. SILL HT. AT 44" PER SIBC SEC. 1029.2.8.3.V.I.F.
  - FULL HT. TILE AT WALL SHOWER W/ CEMENT BOARD BACKING
  - CEC CERTIFIED CONDENSING GAS FURNACE W/ DIRECT-VENT APPLICATION

RECEIVED  
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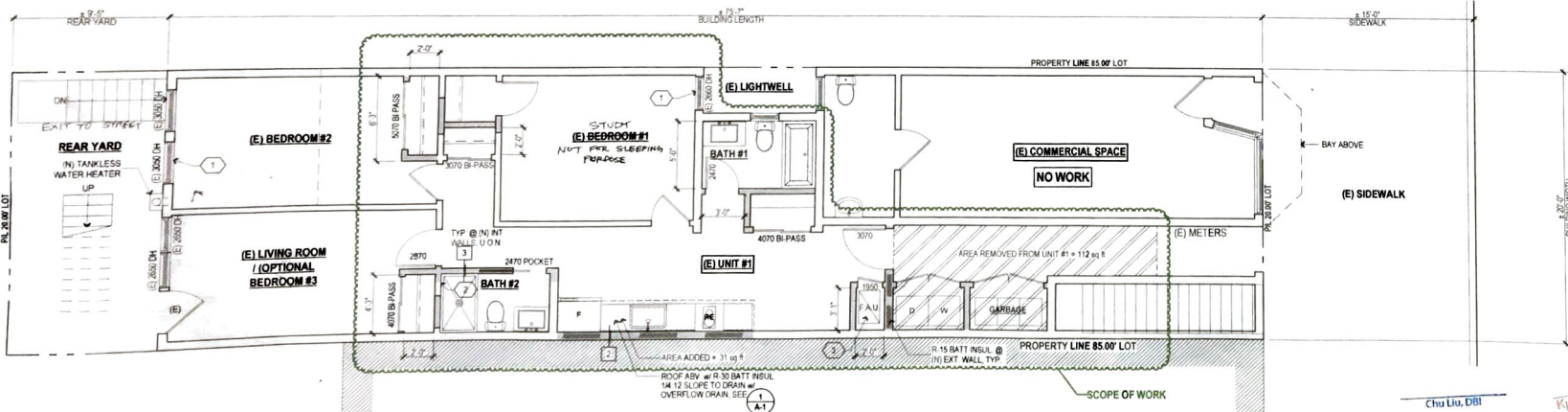
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Dept. of Building Insp  
San Francisco  
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INTERIM DIRECTOR  
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20TH STREET

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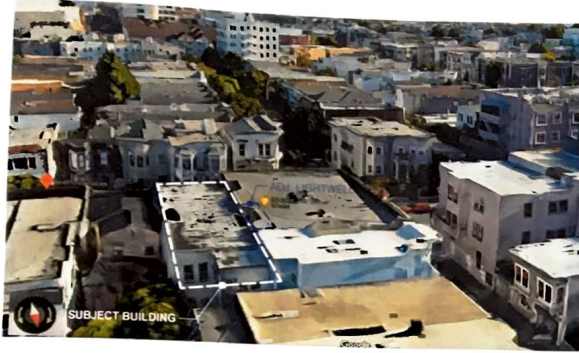
Chu Liu, DBI  
JAN 14 2022

Kjell Harshman, SFFD  
DEC 31 2021



**PROPOSED GROUND FLOOR PLAN**

ALL DIMENSIONS FROM FINISH TO FINISH, U.O.N. SCALE: 1/4" = 1'-0"

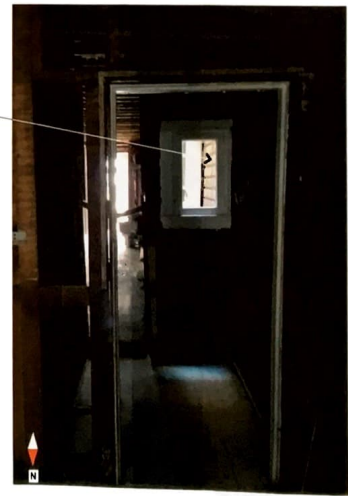
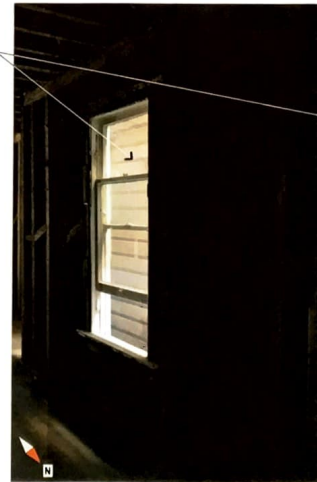
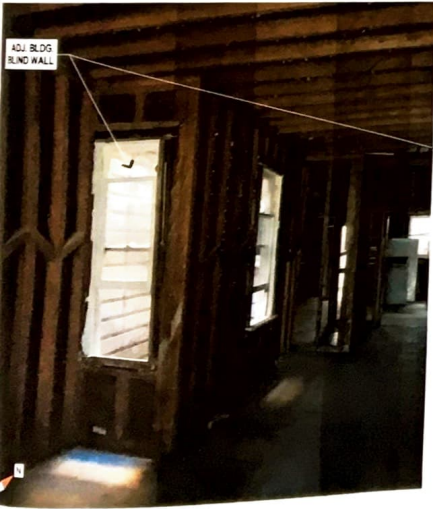


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INTERIOR REMODEL  
3552-58 20TH STREET  
BLOCK 3996, LOT 053  
SAN FRANCISCO, CA 94110

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PHOTOS



REVISION 8/2021 GRD FLR UNIT BY MML  
8/8/21 PHOTOS BY MML

Chu Liu, DBI  
JAN 14 2022

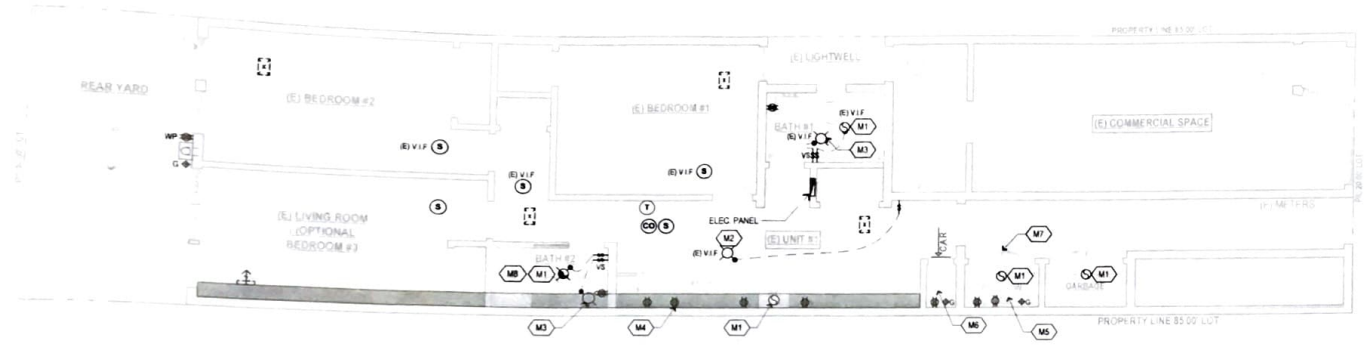
APPROVED BY HIGH RISE  
DEC 3 9 2021  
PLANNING DEPARTMENT

Kell Harshman, SFED  
DEC 31 2021

JOB 210811  
SHEET

A-2  
OF 7 SHEETS

20TH STREET



**GROUND FLOOR ELECTRICAL / MECHANICAL LAYOUT**

ALL DIMENSIONS FROM FINISH TO FINISH, U.O.N SCALE: 1/4" = 1'-0"

Calculations per Equation 4-1 in 2019 Compliance Manual, Section 4.6.5.1 Total Ventilation Rate (Q<sub>tot</sub>)

Q<sub>tot</sub> = 0.03A(floor) + 7.5 (n(b) + 1)

Q<sub>tot</sub> = total required ventilation rate (CFM)  
A(floor) = conditioned floor area (sq. ft.)  
n(b) = number of bedrooms (not less than one)

CONDITIONED AREA	NO. OF BEDROOMS	CFM
523	3	54.72

**ELEC./MECH. NOTES**

- NOTES:**
- M1 PROVIDE EXHAUST FAN W/ BACK-DRAFT DAMPER TERMINATE OUTLET 3"Ø FROM R/L AND BLDG OPENING. FANS SHALL BE ENERGY STAR COMPLIANT AND CONTROLLED BY A HUMIDISTAT PER CALGREEN SECTION 4.506
  - M2 ALL INDOOR & OUTDOOR LIGHTING SHALL BE C.E.C. CERTIFIED HIGH EFFICACY, U.O.N.
  - M3 BATHROOM ALL LIGHTING SHALL BE C.E.C. CERTIFIED HIGH EFFICACY LIGHTING. AT LEAST ONE LUMINAIRE IN EACH SPACE SHALL BE CONTROLLED BY C.E.C. CERTIFIED VACANCY SENSOR
  - M4 RECEPTACLE IN THE KITCHEN COUNTER SHALL START WITHIN 24" OF THE WALL OR COUNTER EDGE, SPACED NOT MORE THAN 48" C.E.C. PER N.E.C. AND SHALL BE PROTECTED W/ GFI PER N.E.C.
  - M5 DRYER EXHAUST DUCT LENGTH PER MANUFACTURERS RECOMMENDATIONS
  - M6 DIRECT VENT FURNACE: 1.5"Ø DIA. TO 2"Ø DIA. PVC PURCHASE INTAKE & VENT. SIZE & INSTALL IN ACCORDANCE W/ MANUFACTURER'S RECOMMENDATIONS (GFI) DUPLEX RECEPTACLE
  - M7 PROVIDE 100 SQ. IN. NET DOOR OPENING FOR DRYER MAKE-UP AIR
  - M8 CONTINUOUSLY OPERATED EXHAUST FAN FV-DVIMES BY PANASONIC OR EQ. W/ MIN. 80 CFM FOR WHOLE BUILDING VENTILATION REQUIREMENT

**LEGEND & SYMBOLS:**

- ALL LED LIGHT FIXTURES TO BE C.E.C. CERTIFIED HIGH EFFICACY
- LED WALL MOUNT LIGHT FIXTURE
  - LED CEILING LIGHT FIXTURE
  - LIGHT EMITTING DIODE LIGHTING
  - WEATHERPROOF LIGHTING / RECEPTACLE
  - VACANCY SENSOR
  - GAS VALVE
  - SMOKE ALARM - 110V
  - CARBON MONOXIDE ALARM - 110V
  - DUPLEX RECEPTACLE +15" (MIN) A.F.F
  - GROUND-FAULT CIRCUIT INTERRUPTER (GFI) DUPLEX RECEPTACLE
  - LIGHT SWITCH 36" TO 48" A.F.F
  - EXHAUST FAN
  - LIGHTED EXHAUST FAN WITH HUMIDISTAT
  - THERMOSTAT PER CEC STANDARD SECTION 110.2(i)
  - HEAT REGISTER AT CEILING
  - HEAT REGISTER AT WALL
  - COLD AIR RETURN
  - ELECTRICAL PANEL
  - C.E.C. CERTIFIED DIRECT VENT GAS CENTRAL FURNACE COMFORT SERIES BY CARRIER WITH 37,000 BTU OUTPUT & 90% AFUE OR EQ. INSTALL PER MANUFACTURER'S INSTRUCTIONS
  - C.E.C. CERTIFIED TANKLESS GAS WATER HEATER MODEL TH-1 BY TANKI OR EQ.
  - FURRED CEILING, 1'-0" TYP

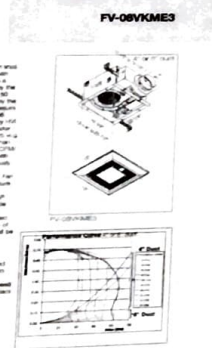
**WhisperGreen LED**

**Specification Submitted Data**

**Acoustic**  
WhisperGreen LED is a high performance lighting fixture that meets or exceeds all applicable code requirements for sound attenuation. It is designed to provide excellent sound attenuation performance in residential applications. The fixture is designed to provide excellent sound attenuation performance in residential applications. The fixture is designed to provide excellent sound attenuation performance in residential applications.

**Acoustic Performance**  
WhisperGreen LED is a high performance lighting fixture that meets or exceeds all applicable code requirements for sound attenuation. It is designed to provide excellent sound attenuation performance in residential applications. The fixture is designed to provide excellent sound attenuation performance in residential applications. The fixture is designed to provide excellent sound attenuation performance in residential applications.

**Lighting Performance**  
WhisperGreen LED is a high performance lighting fixture that meets or exceeds all applicable code requirements for sound attenuation. It is designed to provide excellent sound attenuation performance in residential applications. The fixture is designed to provide excellent sound attenuation performance in residential applications. The fixture is designed to provide excellent sound attenuation performance in residential applications.



Specification	WhisperGreen-LED FV-DVIMES	1" x 2" Dual Dimmable
Max. Power (Watt)	10.0	10.0
Max. Current (Amp)	0.05	0.05
Max. Voltage (V)	120	120
Max. Length (ft)	10	10
Max. Weight (lb)	0.5	0.5
Max. Diameter (in)	1.5	1.5
Max. Mounting Height (ft)	10	10
Max. Ambient Temperature (°F)	100	100
Max. Humidity (%)	100	100
Max. Shock (g)	10	10
Max. Vibration (g)	10	10
Max. Seismic (g)	10	10
Max. Wind Speed (mph)	10	10
Max. Snow Load (psf)	10	10
Max. Ice Load (psf)	10	10
Max. Salt Crystallization (psf)	10	10
Max. Acid Rain (psf)	10	10
Max. UV Radiation (W/m²)	10	10
Max. Air Pollution (ppm)	10	10
Max. Ozone (ppm)	10	10
Max. Sulfur Dioxide (ppm)	10	10
Max. Nitrogen Dioxide (ppm)	10	10
Max. Carbon Monoxide (ppm)	10	10
Max. Radon (pCi/L)	10	10
Max. Lead (ppb)	10	10
Max. Mercury (ppb)	10	10
Max. Cadmium (ppb)	10	10
Max. Chromium (ppb)	10	10
Max. Copper (ppb)	10	10
Max. Silver (ppb)	10	10
Max. Zinc (ppb)	10	10
Max. Nickel (ppb)	10	10
Max. Manganese (ppb)	10	10
Max. Selenium (ppb)	10	10
Max. Vanadium (ppb)	10	10
Max. Chromium VI (ppb)	10	10
Max. Arsenic (ppb)	10	10
Max. Barium (ppb)	10	10
Max. Beryllium (ppb)	10	10
Max. Boron (ppb)	10	10
Max. Cadmium VI (ppb)	10	10
Max. Cobalt (ppb)	10	10
Max. Fluorine (ppb)	10	10
Max. Gallium (ppb)	10	10
Max. Germanium (ppb)	10	10
Max. Iodine (ppb)	10	10
Max. Iron (ppb)	10	10
Max. Lead VI (ppb)	10	10
Max. Lithium (ppb)	10	10
Max. Magnesium (ppb)	10	10
Max. Manganese VI (ppb)	10	10
Max. Mercury VI (ppb)	10	10
Max. Nickel VI (ppb)	10	10
Max. Silver VI (ppb)	10	10
Max. Sulfur VI (ppb)	10	10
Max. Tellurium (ppb)	10	10
Max. Vanadium VI (ppb)	10	10
Max. Zinc VI (ppb)	10	10
Max. Zirconium (ppb)	10	10

Model	Quantity	Comments	Project
			Location:
			Architect:
			Engineer:
			Contractor:
			Submitted by:
			Date:

Peter Tan, DBI  
JAN 14 2022

**APPROVED**  
Dept. of Building Inspection  
San Francisco  
JAN 14 2022  
Peter Tan, DBI  
Principal Designer  
CORP. OF BUILDING INSPECTION

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DEPT. OF BUILDING INSPECTION  
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CORP. OF BUILDING INSPECTION

Approved by: **Kylel Hershman, SFPD**  
DEC 31 2021

APPROVED BY: **PAUL SUAREZ**  
DEC 3 0 2021  
PLANNING DEPARTMENT

Chu Liu, DBI  
JAN 14 2022



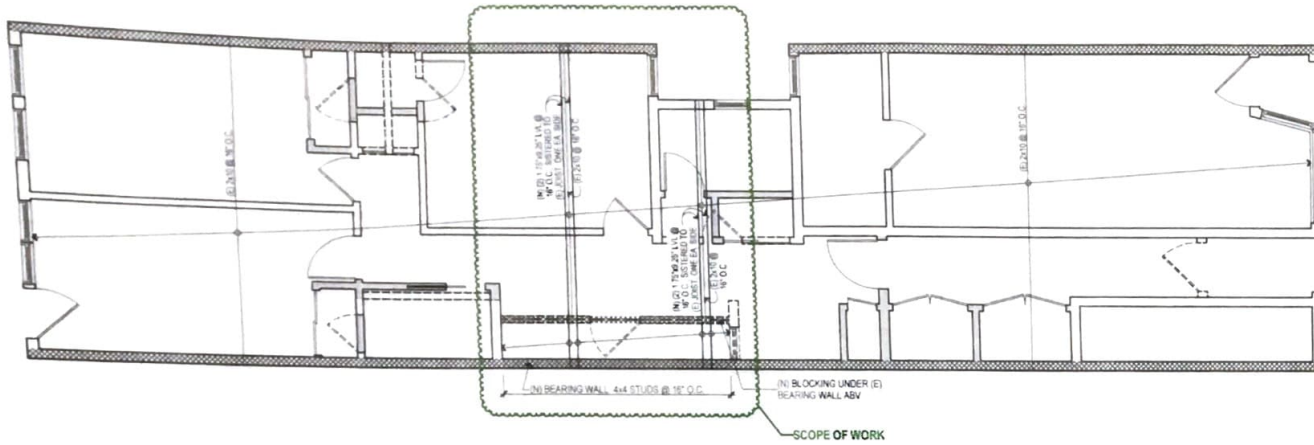












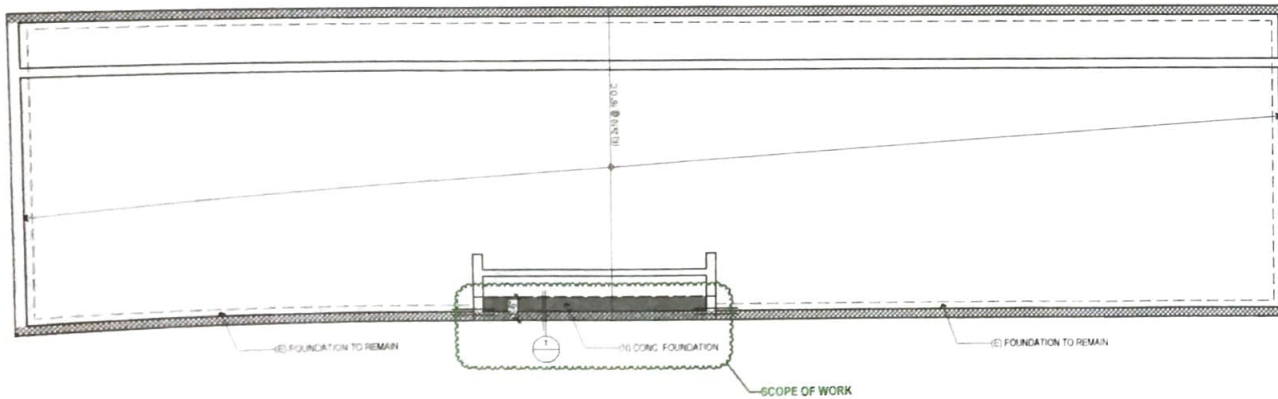
**PROPOSED SECOND FLOOR FRAMING PLAN**

ALL DIMENSIONS FROM FINISH TO FINISH, U.O.N.

SCALE 1/4" = 1'-0"

**LEGEND:**

- (N) BEARING WALL  
1ST FLR - 4x4 @ 18" O.C.
- BEARING / NON-BEARING WALL ABOVE
- WOOD BEAM
- TYP. JOIST w/ HANGER, U.S. U.O.N.
- REINFORCED AREA  
#5 BAR @ 9" O.C.



**PROPOSED FOUNDATION PLAN**

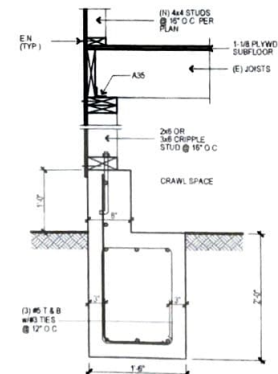
ALL DIMENSIONS FROM FINISH TO FINISH, U.O.N.

SCALE 1/4" = 1'-0"

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Dept. of Building Insp.  
San Francisco

JAN 14 2022

*[Signature]*  
PHOTOGRAPHIC COPY  
BY STATE INSPECTOR  
DEPT. OF BUILDING INSPECTION



**1 (N) FOUNDATION DETAIL**  
SCALE 1" = 1'-0"



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**INTERIOR REMODEL**  
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**BLOCK 3596, LOT 053**  
**SAN FRANCISCO, CA 94110**

**PROPOSED SECOND FLOOR FRAMING & FOUNDATION PLAN**



REVISION	BY
8/2021 GRD FLR UNIT	MML
9/8/21 PHOTOS	MML
01/11/22 STRUCT.	MML

Chu Liu, DBI  
JAN 14 2022

JOB 210811

SHEET

**S-1**

OF 11 SHEETS



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INTERIOR REMODEL  
3552-58 20TH STREET  
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STRUCTURAL STANDARD DETAILS



REVISION BY  
8/2021 GRD FLR UNIT MML  
8/21 PHOTOS MML  
01/11/22 STRUCT MML

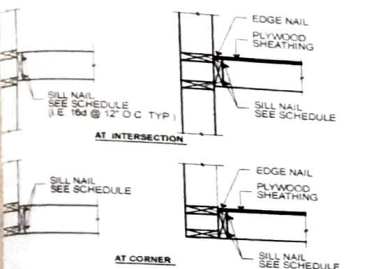
Chu Liu, DBI  
JAN 14 2022

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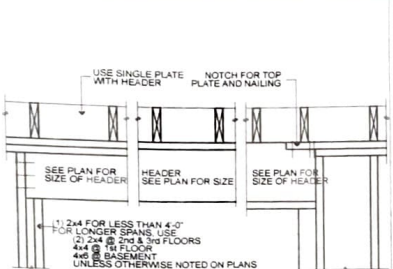
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SD-1

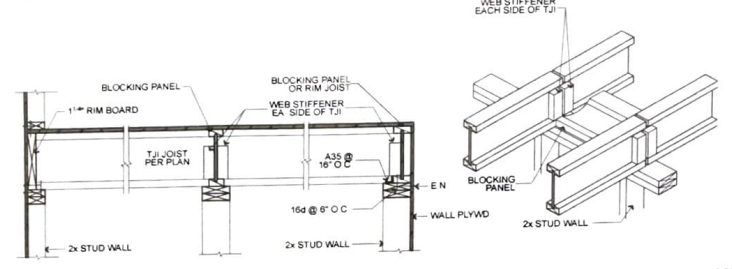
OF 11 SHEETS



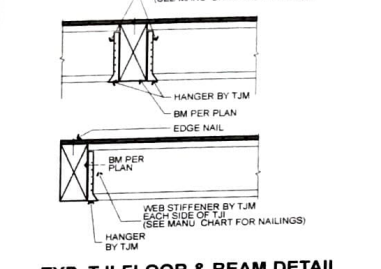
STUD WALL CONNECTION  
SCALE 1" = 1'-0"



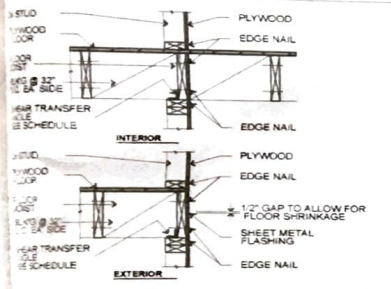
HEADERS IN BEARING WALLS  
SCALE 1" = 1'-0"



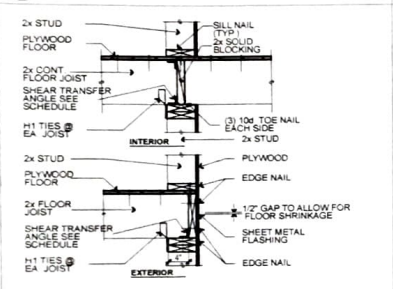
TYP. TJI-FLOOR & WALL DETAIL (SEE MANUFACTURER FOR ALL CONNECTIONS)  
SCALE 1" = 1'-0"



TYP. TJI-FLOOR & BEAM DETAIL  
SCALE 1" = 1'-0"



SHEAR WALL TO JOIST (PARALLEL)  
SCALE 1" = 1'-0"



SHEAR WALL TO JOIST (PERP)  
SCALE 1" = 1'-0"

TABLE A - End Support. Minimum distance from edge of hole to inside face of nearest support.

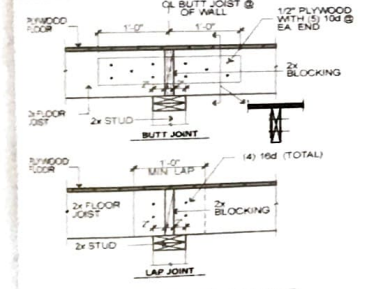
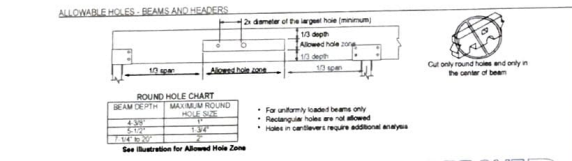
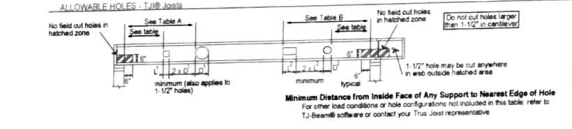
JOIST DEPTH	ROUND HOLE SIZE											SQUARE OR RECTANGULAR HOLE SIZE										
	2"	3"	4"	5"	6-1/2"	7"	8-1/8"	11"	13"	2"	3"	4"	5"	6-1/2"	7"	8-1/8"	11"	13"				
110	1.0	1.8	2.0	2.2	2.5	2.7	3.0	3.3	3.6	3.9	4.2	4.5	4.8	5.1	5.4	5.7	6.0	6.3				
210	1.0	1.8	2.0	2.2	2.5	2.7	3.0	3.3	3.6	3.9	4.2	4.5	4.8	5.1	5.4	5.7	6.0	6.3				
330	1.0	1.8	2.0	2.2	2.5	2.7	3.0	3.3	3.6	3.9	4.2	4.5	4.8	5.1	5.4	5.7	6.0	6.3				
440	1.0	1.8	2.0	2.2	2.5	2.7	3.0	3.3	3.6	3.9	4.2	4.5	4.8	5.1	5.4	5.7	6.0	6.3				
550	1.0	1.8	2.0	2.2	2.5	2.7	3.0	3.3	3.6	3.9	4.2	4.5	4.8	5.1	5.4	5.7	6.0	6.3				

TABLE B - Intermediate or Cantilever Support. Minimum distance from edge of hole to inside face of nearest intermediate or cantilever support.

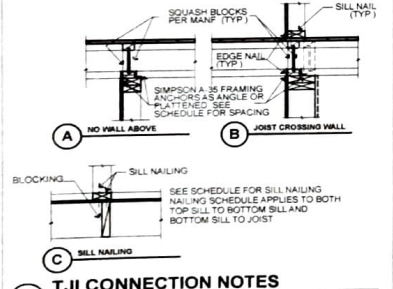
JOIST DEPTH	ROUND HOLE SIZE											SQUARE OR RECTANGULAR HOLE SIZE										
	2"	3"	4"	5"	6-1/2"	7"	8-1/8"	11"	13"	2"	3"	4"	5"	6-1/2"	7"	8-1/8"	11"	13"				
110	1.0	1.8	2.0	2.2	2.5	2.7	3.0	3.3	3.6	3.9	4.2	4.5	4.8	5.1	5.4	5.7	6.0	6.3				
210	1.0	1.8	2.0	2.2	2.5	2.7	3.0	3.3	3.6	3.9	4.2	4.5	4.8	5.1	5.4	5.7	6.0	6.3				
330	1.0	1.8	2.0	2.2	2.5	2.7	3.0	3.3	3.6	3.9	4.2	4.5	4.8	5.1	5.4	5.7	6.0	6.3				
440	1.0	1.8	2.0	2.2	2.5	2.7	3.0	3.3	3.6	3.9	4.2	4.5	4.8	5.1	5.4	5.7	6.0	6.3				
550	1.0	1.8	2.0	2.2	2.5	2.7	3.0	3.3	3.6	3.9	4.2	4.5	4.8	5.1	5.4	5.7	6.0	6.3				

Leave 1/8" web at top and bottom of hole. DO NOT cut cast flanges.  
\* Based on uniform load tables in current design handbook.  
\* For service loads 1/3 load minimum uniformly loaded joists not requiring concentrated loads, one maximum size round hole may be located at the center of the joist span provided no other holes occur in the joist.

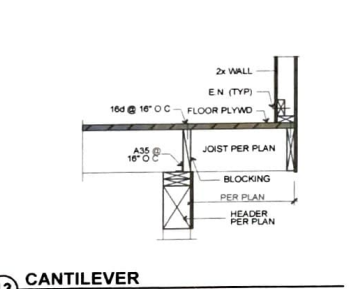
TJI ALLOWABLE HOLE DETAILS  
N.Y.S.



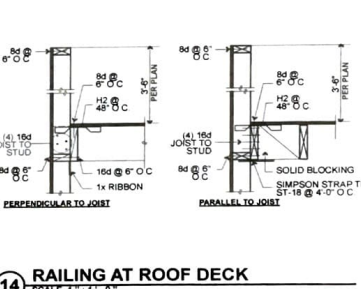
JOIST LAP & BUTT JOINTS  
SCALE 1" = 1'-0"



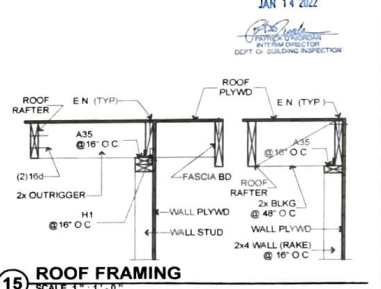
TJI CONNECTION NOTES  
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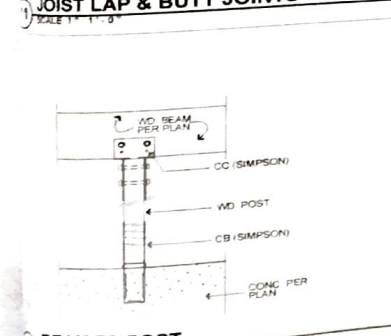
CANTILEVER  
SCALE 1" = 1'-0"



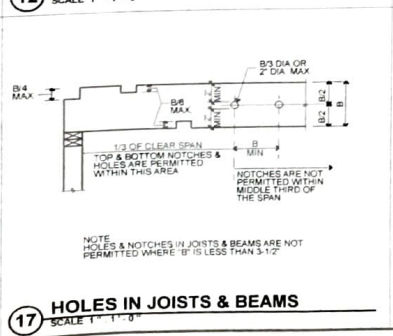
RAILING AT ROOF DECK  
SCALE 1" = 1'-0"



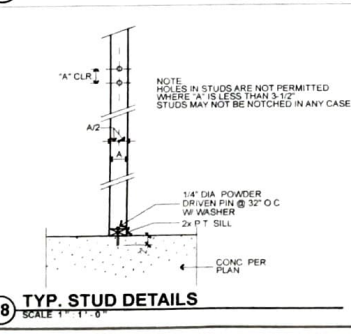
ROOF FRAMING  
SCALE 1" = 1'-0"



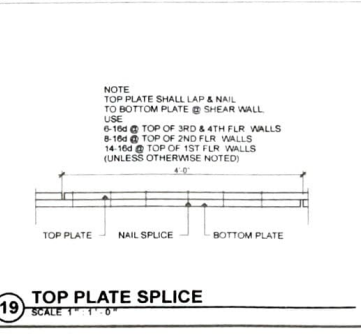
BEAM TO POST  
SCALE 1" = 1'-0"



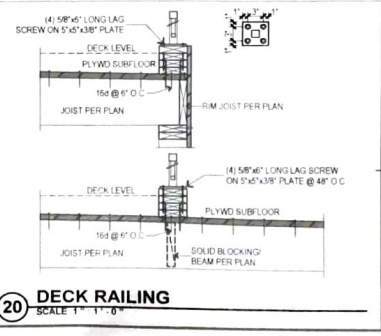
HOLES IN JOISTS & BEAMS  
SCALE 1" = 1'-0"



TYP. STUD DETAILS  
SCALE 1" = 1'-0"



TOP PLATE SPLICE  
SCALE 1" = 1'-0"



DECK RAILING  
SCALE 1" = 1'-0"

APPROVED  
Dept. of Building Inspection  
SAN FRANCISCO  
JAN 14 2022  
Chu Liu, DBI  
CHIEF BUILDING INSPECTOR

# EXHIBIT 4



## Tony Pham & Co-Owners, Re: 3552-3558 20th St. (Preliminary Agreement Terms)

1 message

A L <lezcano.one@gmail.com>  
To: A L <lezcano.one@gmail.com>

Thu, Jun 16, 2022 at 6:09 PM

Hello My My Ly and Mr. Pham,

I hope this email finds you well.

As agreed last week when we spoke on the phone, I have listed our progress thus far. As you know, these decisions impact our safety, our tenants' safety, our livelihood, and we do not take them lightly and may have to pivot, if necessary or if unforeseen additional issues arise to address them as necessary.

Ernesto and I have been committed, offered suggestions/remedies, informed you and Mr. Pham of concerns, identified hazards/issues created by Mr. Pham in order to reach an agreement.

\*Please provide me the full names and contact information of ALL owners of 3552-3558 20th Street.

Here are initial terms discussed, some I believe have been agreed to by Mr. Pham, and many still needing to be addressed. Detailed and specific recitals, covenants/agreements shall be addressed and drafted after basic understanding and agreements have been made.

Please correct me and clarify if I have misunderstood any items listed below.

To be addressed in lightwell area:

-To avoid flooding and water damage issues created by Mr. Pham's actions:

\*Mr. Pham agrees to slope area, create a channel, create a lip or curved area as needed in lightwell space for appropriate run off of water AWAY from our property.

\*Mr. Pham further agrees to place a secondary back up drain in lightwell area to avoid water build up/clogging.

I want to be clear, although Mr. Pham has agreed to the above, Mr. Pham and owners shall still be responsible for damage(s) and repair(s) needed to our building if his construction is responsible or related in ANY way; if cause of ANY damages is associated to 3552-3558 20th St property in ANY way, including but not limited to, owners or inhabitants behavior.

If any issues, damages or hazards not addressed or known by us now or not previously addressed, should arise and repairs be needed, be discovered before, during or after this agreement is in place, it shall be agreed and understood that Mr. Pham and owners shall bear the responsibility to address and bear costs associated with such.

Mr. Pham and owners shall be responsible to repair any/all damages regarding 3552-3558 20th St. building, including but not limited to, area between buildings in lightwell area and below, area previously empty, open space (space he built without consent, against SFDBI violations and numerous notices to stop).

It is my understanding that Mr. Pham wants to keep a single window (currently unfinished) in lightwell area between our buildings.

If window should be allowed to remain, the window shall NOT be used to access area between buildings due to extreme hazard potential to our building and its occupants.

Should someone decide to smoke, light incense, or throw ANY incendiary item out of this window or any windows on Mr. Pham's building facing lightwell area, both buildings could go up in flames within minutes, resulting in death and destruction.

A window gate is NOT enough to mitigate the incredible and real risks to our building and tenants.

What other solution(s) does Mr. Pham have to address concerns?

If anyone in Mr. Pham's building rips window screen, remove screens or should screen(s) become worn or damaged, items can still be thrown out of the gated window(s) onto our property causing debris build up, attracting vermin, clogging drains resulting in additional damages. If items thrown are hot, flammable or incendiary in nature, fire would be of catastrophic proportions for both buildings, but mainly ours.

THIS IS OF EXTREME IMPORTANCE.

What solution(s) does Mr. Pham propose to address these issues?

Please correct me if there is more than one window in lightwell area.

\*Mr. Pham has agreed to place a lockable window gate over any/all window(s) facing lightwell to prohibit the use of window(s) to access lightwell area by ANYONE unless necessary.

We need to discuss what constitutes "necessary" as there is no emergency exit for anyone in Mr. Pham's building by accessing the lightwell space. Access for Mr. Pham's building onto lightwell space grants the access onto our property and jeopardizing our building.

We don't find there to be a "necessary" reason for access to anyone using the window at all.

We request that Mr. Pham agree not to add any more windows to lightwell area and consider removing the existing window altogether to avoid jeopardizing us any further, absent a reasonable and agreeable solution, which we do not have at this time.

These terms shall extend to all future owners and tenants as formal agreements recorded with the properties, the City, SFDBI and all necessary entities to ensure compliance.

We still need to discuss what assurances Mr. Pham will make that there will not be ANY violations of agreements and they will not be disregarded.

What recourse will be available to us if a violations occur? We need to have real solutions and consequences for failure to adhere to agreements.

Mr. Pham has already been defiant and uncooperative. He has disregarded us, he has disregarded SFDBI inspectors, he has disregarded notices and visits on numerous occasions. SFDBI was forced to address him with pending hearing(s) with the Appeals Board and monetary consequences for his blatant disregard.

Mr. Pham called me March 12, 2022 only after SFDBI fined him and he was notified of hearing(s), his construction was even suspended and he was warned again NOT to continue construction. He was then told him he would have to address us in an attempt to resolve this matter.

During his phone conversation with me, Mr. Pham stated he would compensate us.

He said he would reimburse us for all of our expenses, including but not limited to, Attorney's fees.

He said he wanted to be given an opportunity to try to reach an agreement to avoid having to remove his construction in question, referred to as lightwell and kitchen. I agreed to try.

Still pending:

\*We have not discussed or received ANY compensation.

\*We have not discussed or received ANY reimbursement.

Mr. Pham briefly mentioned paying for attorneys fees while in his space in person. These matters are pending and are part of our agreement.

We have done our best to communicate concerns and remedies to address the issues created by Mr. Pham. We reserve the right to continue with the Appeals Board Hearing should we not reach a reasonable and acceptable agreement or should Mr. Pham not follow through with all agreements.

As stated by me during our last phone conversation, fires are of utmost concern. Mr. Pham's partially created yet unfinished kitchen area will have cooking and electrical on abutted wall to our building. This construction also extends upward towards living quarters for tenants, directly impacting their safety, compromising our building.

Evacuating two floors of tenants, their visitors and storefronts in minutes is a real concern needing resolution and mitigating as close to 100% as possible.

We are open to consulting a Fire Prevention Specialist, if needed.

Upon further consideration, we believe that fire sprinklers are necessary, Both in Mr. Pham's kitchen and Also in lightwell areas as well.

I do not believe that we can reach any agreement, absent this component being agreed to and implemented.

Owners of 3552-3558 20th St. shall be FULLY responsible for any/all damages and repairs to our building, should any issues arise from construction, electrical malfunction and/or damages resulting from inhabitants, including but not limited to, any failure whatsoever to follow agreements and precautions as stated previously.

Safety precautions should be addressed in more detail. Safeguards in place will need to be implemented.

How will Mr. Pham address this?

Will Mr. Pham agree that we be placed as Additionally Insured on 3552-3558 20th St. building's insurance coverage to address issues resulting from his actions impacting our building?

I was asked by Mr. Pham during the last week's phone call, in so many words, if this was it?

Respectfully, if Mr. Pham doesn't agree to address matters in their entirety as needed, we will have NO agreement. We can have our attorney address the Appeals Board if Mr. Pham is no longer open to addressing in good faith as discussed during our first phone call.

Please let me know if things have changed. I do not want to waste time if Mr. Pham is not serious about resolving.

I found it disrespectful and disturbing as he has caused this disaster and problem in our lives, for our building, and for ALL of our tenants.

We have spent countless hours trying to figure out what to do. Our time is valuable and matters to us. This is our family business of over 40 years with residents who have known us since we were children, everyone that comes into our building matters to us. We were born and raised in this neighborhood.

Tony was informed of his wrongdoings from the very beginning repeatedly by us, by the city inspectors, etc.

Mr. Pham even shouted at Ernesto in front of a tenant saying, "Call whoever you want, I don't care. I will do what I want."

He had no regard for my family, our building, or our tenants, I am not convinced yet that anything has changed and hope he shows a willingness to operate in good faith.

Due to risks and continued previous actions by Mr. Pham,

\*\*\*It shall be prohibited for anyone from 3552-3558 20th St. to access lightwell area unannounced and further be prohibited from accessing our building and space unless emergency access is needed for emergency personnel for immediate emergency repair or attention and we shall be notified as soon as possible.

Access to lightwell area for non-emergencies, such as maintenance, or any other work, absent emergency shall require written notification to us, written confirmation by us prior to commencement of work for 3552-3558 20th St, to avoid further issues and provide us opportunity to be present. Specifics will be drafted and reviewed after initial agreement is made.

\*Mr. Pham has AGREED that he and co-owners shall NOT build ANYTHING else in lightwell space whatsoever And will not build any further

in ANY space next to or near our property/Block/Lot and abide by all agreements made.

Area in lightwell currently remains littered with debris from Mr. Pham's behavior and/or that of his agents, despite our attempts to address and have him clean up, the garbage remains there.

As a result, our property is still littered with Mr. Pham's debris as there is little to no separation between buildings.

\*We request that Mr. Pham have the area cleaned up completely and professionally, removing his debris from our side, and keep it clean, addressing all issues.

Access, maintenance and repair agreements shall need to be drafted to avoid further issues.

There is netting above in lightwell between buildings to prevent wildlife from nesting as well as prevention of pests and vermin from accessing lightwell and entering the buildings.

I very briefly mentioned this during our initial in-person meeting.

\*It is our hope that Mr. Pham agree to maintain the netting between the buildings to continue to keep out pigeons, other creatures and pests from this area to avoid further damage, additional debris and issues in this area.

Regarding fire safety,

You have told us that there is a 1hr fire wall in Mr Pham's incomplete kitchen between buildings. We have notified you that we can not see this area at all, there is no access to it either.

-We've requested a replacement of a 3hr firewall but have received no response.

At very minimum:

-We request that fire sprinklers be placed inside Mr. Pham's building beneath the lightwell space, in kitchen over cooking area and over all areas of fire danger.

-We will need Mr. Pham to add fire sprinklers to our building on the outside facing the lightwell to mitigate fire risks.

\*Mr. Pham agreed to pay all fees for fire sprinklers, including those necessary for our building, their installation and associated costs/fees.

\*\*It was agreed by Mr. Pham that ALL venting, exhaust, and combustible release needed for Mr. Pham's building and kitchen (below lightwell area not seen from our building) be done through the back area and space of 3552-3558 20th St., AWAY from our building.

\*No venting between buildings, in the lightwell area or near our building will be allowed.

Venting near our building or through any part our building, including but not limited to, the lightwell area, shall be STRICTLY PROHIBITED.

All venting of 3552-3558 20th St. Shall be done through the rear portion of that building AWAY from our building.

We want an agreement from Mr. Pham that lightwell area between buildings and area constructed below (currently described to be a kitchen) shall NOT be reconstructed or rebuilt if destroyed or compromised for any reason, area shall remain open. If we can not reach an agreement, we will work with the city to enforce and remove this hazard indefinitely.

Sincerely,

Amalia Lezcano



# EXHIBIT 5

My My Ly <mymy@mmlarchitect.com>

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## 3552-58 20th St - DRAFT agreement

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**Tony Pham** <tonyphamq@yahoo.com>  
To: "Lezcano.one@gmail.com" <Lezcano.one@gmail.com>  
Cc: My My Ly <mymy@mmlarchitect.com>

Thu, Aug 18, 2022 at 5:37 PM

Dear Amalia,

Thank you for your patience. I understand that fire safety is your priority and I completely agree. I also understand that you have spent a lot of time and energy on this issue, and I apologize that this situation has brought you a lot of stress and valuable time addressing it. I am committed to resolving this issue in good faith and provide as many safety precautions as reasonably possible.

I want to assure you that the lightwell infill will be constructed up to current Building codes and inspected by the Building and Fire Departments. Although it appears that the lightwell infill is intrusive to your building, in a different way it improves the safety of both buildings and reduces future potential water damage.

Prior to the infill, if there was a fire at the bottom of the light well, it would be right next to your property line wall. Now, there is some separation since you have a light well on the 2nd floor. With the proposed additional sprinklers it will be safer than before.

Also as I mentioned to you at the meeting, the previous light well had no drainage, so our walls and foundation already suffered water damage. If left in that condition, your building and foundation may potentially be damaged over time as well. The new roof drains connect directly to the sewer and help alleviate that potential problem.

A fire sprinkler contractor informed us that new sprinklers inside our kitchen cannot be tied to our domestic water system. Instead, we would offer to install sprinkler heads in your light well, tying into your existing sprinkler system. We will also hire a fire protection specialist to evaluate the situation for your peace of mind.

We have compiled all the discussed issues into the attached DRAFT agreement for the terms we can agree to. It is by no means final and we are open to further discussion. If possible, we want to use it as a springboard to efficiently discuss all the details and make changes in person. Please let us know if you're open to meeting in person with us and a fire protection specialist on site.

Thank you,

Tony Pham

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 **3552-58 20th St - DRAFT Agreement with neighbor 8-17-22.pdf**  
127K

August 17, 2022

Amalia Lezcano  
3560-66 20<sup>th</sup> Street  
San Francisco, CA

**Project: 3552-58 20<sup>th</sup> Street (Block 3596, Lot 053)**

**Subject: Agreement with Neighbor at 3560-66 20<sup>th</sup> Street**

Dear Ms. Lezcano,

Thank you and Ernesto for meeting me and my architect My My Ly at the site on 4/27/22 and for speaking with us on the phone on 6/10/22.

Per your letter dated 6/16/22, I have consolidated the items we discussed at our meeting, conference call, and your additional requests below.

My partners (name and contact info provided below) and I agree to the following terms. "Subject property" refers to our building at 3552-3558 20<sup>th</sup> Street. "Lezcano property" refers to your building at 3560-66 20<sup>th</sup> Street.

1. Slope the subject property's new light well roof area towards the roof drain, away from the Lezcano property, to avoid flooding and water damage issues.
2. Install flashing between the two buildings so water will be diverted to the roof drain, preventing it from draining into the space between the two buildings.
3. Install overflow drain in addition to the roof drain in the event the main drain is clogged.
4. Install 1-hour Class A roof and upgrade the light well property line wall to a 2-hour fire-rated wall, although Building Code only requires 1-hour.
5. Install 2 sprinkler heads in the Lezcano property's light well that tie into their existing sprinkler system. Subject property owners to pay for all fees associated with the installation.
6. Divert all venting, exhausts, and combustible release from the subject property's new kitchen below the light well to the back of the building, away from the Lezcano property. No additional venting between buildings, in the light well or near Lezcano property will be allowed.



7. Be responsible for repairing any/all damages, and bear costs associated with it, if the Lezcano property is damaged in any way by the construction of this light well infill. This includes, but not limited to, area between the buildings in lightwell area and below, area previously empty.
8. Be responsible for cleaning and keeping subject light well area free from debris.
9. Due to access needed for cleaning per item #8, one 2<sup>nd</sup> floor window will remain open but with a lockable gate to prevent tenants from accessing the light well. The second 2<sup>nd</sup> floor window will be changed to a fixed window.
10. Subject light well access shall be prohibited to anyone from subject building unless emergency access is needed for emergency personnel and neighbor to be notified as soon as possible. All non-emergency access, such as cleaning or maintenance, shall require written notification and confirmation by neighbor. A separate access, maintenance, and repair agreement shall be drafted.
11. Will not construct or make any additional alterations in the light well space or any other areas next to the Lezcano property in the future.
12. Maintain the netting between the buildings to prevent pigeons, pests, and debris in the light well area.
13. The new ground floor light well infill shall not be reconstructed if destroyed or compromised in the future and the area shall remain open.
14. Name Amalia Lezcano and Ernesto Lezcano as Additional Insured on subject property's insurance coverage.
15. Compensate the Lezcanos \$3,000 to pay towards their attorney's fees.
16. Engage a Building Inspector or 3<sup>rd</sup> party fire protection specialist to evaluate the fire safety of these precaution measures.
17. This agreement shall be signed by all owners of 3552-58 20<sup>th</sup> Street and notarized at a Public Notary. It will be included in the disclosures for future owners and all current and future tenants to adhere to.

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Agreed by:

Signed: \_\_\_\_\_

**Tony Pham**

Owner of 3552-58 20<sup>th</sup> Street  
415-990-8920, tonyphamq@yahoo.com

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_

**Cuong Van Tran**

Owner of 3552-58 20<sup>th</sup> Street  
415-994-2441, john\_hardwoodfloor@yahoo.com

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_

**Kim Le**

Owner of 3552-58 20<sup>th</sup> Street  
415-535-8485, kim@ktbaccounting.com

Dated: \_\_\_\_\_

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In return to the above agreement terms, the Lezcano property owners agree to withdraw their appeal to the Board of Appeals.

Agreed by:

Signed: \_\_\_\_\_

**Amalia Lezcano**

Owner of 3560-66 20<sup>th</sup> Street  
415-334-3840, lezcano.one@gmail.com

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_

**Ernesto Lezcano**

Owner of 3560-66 20<sup>th</sup> Street  
Phone # \_\_\_\_\_, Email \_\_\_\_\_

Dated: \_\_\_\_\_

**EXHIBIT 6**

**RECORDING REQUESTED BY AND WHEN RECORDED MAIL  
TO:**

**Obligation and Maintenance Agreement  
(Coversheet)**

3560-3566 20th Street, San Francisco, California 94110  
Assessor's Parcel No. 3596-54

3552-3558 20th Street, San Francisco, California 94110  
Assessor's Parcel No. 3596-53

Pages Attached: \_\_\_\_\_

## Obligation and Maintenance Agreement:

This Obligation and Maintenance Agreement ("Agreement") is entered into as of its date of execution to be effective on the date it is recorded in the official records of the City and County of San Francisco, State of California, by and between (i) Owners of 3560-66 20th Street, San Francisco, CA 94110

(Block 3596, Lot 054)

and

(ii) Owners of 3552-3558 20th Street, San Francisco, CA 94110 (Block 3596, Lot 053) in order for 3552-3558 20th St, San Francisco CA 94110 "Subject Area" to remain in place.

This Agreement shall be ongoing, run with the land and must be adhered to for the "Subject Area" to remain in place. Strict and complete compliance to this Agreement is required as long as the "Subject Area" and Block 3596, Lot 053 are in existence.

This Agreement shall bind Owners of 3552-3558 20th St and Owners of 3560-66 20th St, their future heirs, legatees, devisees, trust beneficiaries, assigns, and successors in interests or affiliates. It shall be enforceable by all pertinent entities, including but not limited to, SFDBI, and Board of Appeals. — No

This Agreement has been drafted by:

\*Ernesto Lezcano II and Amalia Lezcano, as Co-Owners/Trustees of The Micaela M. Lezcano Revocable Living Trust dated March 11, 1997, of 3560-66 20th Street, (Block 3596, Lot 054) San Francisco CA 94110, also referred to as "The Lezcano's "

And

\*Tony Pham

\*Cuong Van Tran

\*Kim Le

-Owners of 3552-3558 20th St, (Block 3596, Lot 053) San Francisco CA 94110, also referred to as "Owners of 3552-3558 20th"

Both building owners shall be referred to as "Parties".

**Recitals:**

- A. The Lezcano's own property with the address 3560-3566 20th Street, San Francisco, CA 94110, and legally described as:

"Beginning at the point of intersection of the northerly line of 20th Street and the easterly line of Lexington Street; running thence northerly along said line of Lexington Street 64 feet; thence at a right angle easterly 40 feet; thence at a right angle southerly 64 feet to the northerly line of 20th Street; thence at a right angle westerly along said line of 20th Street 40 feet to the point if beginning. Being a portion of Mission Block No. 67;"  
APN: Lot 054; Block 3596

- B. Tony Pham, Cuong Van Tran, and Kim Le, own property with the address 3552-3558 20th Street, San Francisco, CA 94110, and legally described as:

"Commencing at a point on the Northerly line of 20th Street, distance thereon 40 feet Easterly from the Easterly line of Lexington Street; running thence Easterly along said line of 20th Street 20 feet; thence at the right angle Northerly 85 feet; thence at a right angle Westerly 20 feet; thence at a right angle Southerly 85 feet to the point of commencement. Being a portion of Mission Block No. 67  
APN: Lot 053; Block 3596

- C. A portion of 3552-3558 20th St was extended out and up exceeding the scope of permits, as a lightwell was filled in in the ground floor with new framing, new roof with drain, done without authorization or consent from Owners of 3560-66 20th St. (The Lezcano's), creating new space on the ground floor of 3552-3558 20th, where a kitchen ~~will~~ is minimally constructed at this time but directly abutting the Lezcano's property wall at 3560-3566 20th Street, SF CA 94110.

*- no consent required this is within our property line*

The kitchen's roof is a newly extended space that goes up between the buildings where it **will fill** in a previously empty lightwell area. This newly extended and semi-constructed area shall be referred to as the "Subject Area".

This "**Subject Area**" is depicted as the boxed area on plans and described in attached documents provided by Architect My My Ly.  
(Please see the attached plans, descriptions and depictions which shall be incorporated, submitted and recorded as part of this Agreement with SFDBI, City and County of San Francisco Assessor's Office, Parties' Mortgage/Title Deed Co, Insurance Carrier, and any other pertinent entities for reference of Agreement extending to all future owners, assigns as well as tenants of 3552-3558 20th St to ensure compliance while in existence.

-The Cloud line symbols represent changes approved by Parties different from initial plans issued 1/14/2022 in "Subject Area" (Attached).

-Sheet A-1: Depicts the "Subject Area" -outer kitchen wall next to Lezcano's building and area of lightwell above which shall have a 2-hr fire rated property line wall and also have a 2-hr rated roof with flashing between the 2 buildings (with detailed reference)

-Sheet A-3: Depicts "Subject Area"-kitchen area portion which shall have 2 sprinkler heads permanently added, also shows all exhaust and venting which shall ONLY be routed to the rear of 3552-3558 20th away from 3560-66 20th St. property.

D. On or about August 25, 2021, the Lezcano's filed an Administrative Complaint # 202181498 with the San Francisco Department of Building Inspection (SFDBI) concerning illegal work/construction exceeding scope of permit(s) after unsuccessful attempts to address with the Owners of 3552-3558 20th St property.

E. Lezcano's requested that Owner, Tony Pham remove the illegal construction, SFDBI sent the owners of 3552-3558 20th St. several notices of violation, warning letters, and fees were assessed due to non-compliance (See attached references: Complaint Data Sheet, Notice of Violation Pg. 1&2, Notice of Director's Hearing).

F. SFDBI requested that Owner(s) of 3552-3558 20th St. legalize "Subject Area" with consent of Lezcano's or remove it entirely. The unresolved complaint was forwarded to the Appeals Board for a hearing to have "Subject Area" removed.

*wrong*

G. On March 12, 2022, Amalia Lezcano, received a phone call from Owner named Tony Pham requesting an opportunity to try to reach an agreement for the "Subject Area" to be able to remain. Tony Pham stated he would reimburse all expenses to address the matter and compensate for this consideration.  
I explained the area must be safe, protocols addressed, and requirements met, including but not limited to, the correction of all Notices of Violation (#201878063, #202181498, any other applicable documents) as well as addressing all necessary upgrades for safety and proper maintenance adhered to for the "Subject Area" to stay.  
The Board of Appeals hearing has been rescheduled several times and now indefinitely calendared as we attempt to reach an agreement for the "Subject Area" to remain in place safely.

Upon conditions listed being met in this Agreement, with the notarized signatures of all Owners in agreement to terms, **this document recorded with the SF Assessor's Office, SFDBI, Owners' Title Company/Deeds, City and County of San Francisco, and any/all other pertinent entities, the Lezcano's agree to withdraw the current matter from calendar for hearing by the San Francisco Board of Appeals.**

*NO*

1. 8/25/21 Lezcano filed complaint
2. NOV issued by DBI 8/26/21
3. 9/7/21 filed permit for in-filling light well
4. 1/14/22 permit issued

5. 1/31/22 Lezcano filed appeal

The Parties agree that nothing in this Agreement shall be construed as a waiver by the Lezcano's, their successors or assigns of any and all defenses that may apply to any claim or suit, including but not limited to, for any/all breaches of this Agreement, any applicable statutes of limitations, laches or any doctrine of preclusion. This Agreement shall not release or otherwise waive any rights, claims or defenses thereto by the Parties for personal injury or property damage that may arise in the future even if the cause of such damage may be found to relate in whole or in part to conditions relating to the 3552-3558 20th St Owners property that existed as of the date of this Agreement.

Owners of 3552-3558 20th St expressly understand that Owners of 3560-66 20th St reserve the right to have "Subject Area" removed upon breach of this Agreement or any of the covenants contained within and this document may enforce such action if violated in part or as a whole.

#### Agreement Requirements:

To be addressed in lightwell area, and kitchen below as part of "Subject Area and on Block 3596, Lot 053:

1. Owners of 3552-3558 20th, agree to slope area between buildings, in "Subject Area" and create a channel, create a lip and/or curved area in lightwell space for appropriate runoff of water AWAY from Lezcano's property, towards their roof drain. OK
2. Owners of 3552-3558 20th agree to place a secondary backup overflow drain in addition to the roof drain in the lightwell area "Subject Area" to avoid water build up/clogging in the event that main drain is clogged. OK
3. Owners of 3552-3558 20th St agree to install flashing between the two buildings in "Subject Area" so water will be diverted to roof drain to prevent water draining between buildings and in middle spaces. OK
4. Owners of 3552-3558 20th St agree to install a 2-hour fire rated wall for roof and upgrade the light well property line wall "Subject Area" with a 2-hour fire rated wall as well. All areas of "Subject Area" abutting to 3560-66 20th shall have this 2 hr fire rated wall for safety. A fire inspector from SFFD shall confirm safety requirements prior to commencement. OK

5. Owners of 3552-3558 20th St. agree to permanently install two (2) sprinkler heads inside of the "Subject Area" in the kitchen encompassing ALL cooking surfaces and all areas of fire danger, specifically the wall area abutting 3560-66 20th St.

The actual number of sprinkler heads and the placement necessary shall be determined after consulting a Fire Prevention Specialist, SFFD, and/or fire expert service person to evaluate safety precaution measures and fire prevention measures. The number of sprinklers and placement of sprinklers shall be agreed upon by both building owners, due to importance for fire safety and building wall closeness.

6. Owners of 3552-3558 20th St agree that ALL venting, exhaust and combustible release from 3552-3558 20th St, including but not limited to, the "Subject Area" MUST be vented and released to the back of 3552-3558 20th St building and AWAY from the Lezcano property and will do so.

7. Owners of 3552-3558 20th St agree that there shall be NO venting, exhaust or combustible release between the buildings, in the lightwell, near or towards, or affecting the Lezcano property whatsoever. Any/all existing exhaust or venting shall be removed immediately. Any/all electrical outlets on or near the abutting wall in "Subject Area" shall have circuit breaker surge protection with auto shut off for fire safety.

8. Owners of 3552-3558 20th St agree to hardwire/install Carbon Monoxide detectors in "Subject Area" kitchen and unit to address safety in sleeping and living quarters of 3552-3558 20th and 3560-66 20th St due to building closeness.

9. Owners of 3552-3558 20th St, agree that they shall be responsible for any/all damage(s) and any/all repair(s) needed to our building for any reason, including but not limited to, allowed and permitted construction, usage, maintenance of "Subject Area" and/or if 3552-3558 20th St is responsible and/or related in any way; if cause of any damage is associated to 3552-3558 20th St in ANY way, including but not limited to, owners or inhabitants behavior, the Owners of 3552-3558 20th St agree that they shall be responsible to bear all costs to repair, address or remedy issues, problems or damages. Any and all fees associated with enforcement of this Agreement and/or delays causing further damage or issues shall be their responsibility to pay as well.

10. If any issues, damages or hazards not addressed or known by us now or not previously addressed, should arise and repairs be needed, be discovered before, during or after this agreement is in place, Owners of 3552-3558 20th St agree to bear the responsibility to repair and bear all costs associated with such.

No



11. Owners of 3552-3558 20th St. agree that they are responsible for cleaning, keeping the "Subject Area" light well area debris-free, well-maintained and functioning to prevent any water damage or issues of any kind to either building. Owners of 3552-3558 20th agree to clean the area periodically, when needed or requested. Owners of 3552-3558 20th St agree to follow all safety protocols, practice fire prevention, use electrical outlets safely, properly use, store and charge devices, comply with all building codes, health and safety codes and ensure all residing and visiting 3552-3558 20th St do so as well.

OK

12. NO Smoking, igniting, charging, or turning on any incendiary or combustible item, device, or any apparatus capable of causing a fire in ANY area between the buildings, including "Subject Area". It is STRICTLY prohibited and shall be deemed a major breach of this Agreement. Owners of 3552-3558 20th agree to enforce these terms with all residents and visitors.

13. Owners of 3552-3558 20th understand and agree that the Lezcano's reserve the right to modify/update Agreement terms as necessary to ensure the safety and security of their building and its residents.

No

agreed by both parties

14. Owners of 3552-3558 20th agree to maintain the above netting between the buildings to prevent pigeons, pests and vermin and debris in the lightwell area. Owners of 3552-3558 20th St. agree to replace exterior netting when needed or requested.

OK

15. Owners of 3552-3558 20th acknowledge Lezcano's can not see or access portions of "Subject Area" and are not aware of any/all of the conditions within the structure. As such, the Owners of 3552-3558 20th St. agree to hold the Lezcano's harmless for any issues having to do with their "Subject Area". Owners of 3552-3558 20th St. shall indemnify, defend and hold harmless Owners of 3560-66 20th St. from and against any claims, actions and rights of action that may arise by virtue of anything done or omitted to be done by Owners of 3552-3558 20th St. in breach of this Agreement, or by the exercise of the rights hereunder, or by any wrongful or negligent act or omission, in connection with such exercise by Owners of 3552-3558 20th St. Owners of 3552-3558 20th shall be responsible for all costs associated with "Subject Area", its maintenance, the conduct of him/herself, guests, invites, occupants of Lot 53 and guests or invitees of such occupants, any misuse, malfunction, and/or alteration of any device or system with the "Subject Area" and Lot 53.

16. "Subject Area" lightwell access is strictly prohibited to anyone from 3552-3558 20th unless emergency access is needed for emergency personnel and The Lezcano's shall

No

be notified as soon as possible. All non-emergency access by Owners of 3552-3558 20th, for cleaning/maintenance, shall require written notification of scheduled repair and written confirmation and approval from Owners of 3560-66 20th prior to anything being done.

Owners of 3560-66 20th St shall be notified IMMEDIATELY of any/all issues, including emergencies, damage, leaks, debris, netting, or anything capable of causing any problems whatsoever.

Owners of 3552-3558 20th understand and agree that Owners of 3560-66 20th St may be present or have personnel present to supervise any/all "Subject Area" activity.

17. Access to "Subject Area" <sup>No</sup> lightwell area shall only be granted to Owners of 3552-3558 20th and Owners of 3560-66 20th if needed and/or service personnel if needed in accordance with item #16, and/or in case of emergency. Tenants and visitors of 3552-3558 20th St are NOT ALLOWED in "Subject Area" the lightwell area between buildings. Owners of 3552-3558 20th shall exercise safe and proper usage as stated in this Agreement in a manner not damaging or interfering with Owners of 3560-66 20th St. use, enjoyment or operation thereof, and so as to cause the least practical inconvenience to Owners of 3560-66 20th St., their tenants, guests, invites, except to the extent specifically provided in this Agreement.

18. Access to area in lightwell for cleaning by Owners of 3552-3558 20th or service personnel as described in item # 16, shall be managed through (1) window on second floor of 3552-3558 20th St with a lockable gate to prevent tenants and/or visitors from 3552-3558 20th St access to prevent loitering, violating safety or security and/or damaging of areas. Unauthorized access by anyone in "Subject Area" absent an emergency, by anyone shall be deemed trespassing (Penal Code 602). Anyone trespassing may be subject to arrest among other violations as our tenants' bedroom windows are in this area. This shall be a very serious breach, compromising this Agreement. Owners of 3552-3558 20th St shall be responsible for their building occupants, including personnel as Owners of 3552-3558 20th will be liable for damages, injuries or issues should this occur.

19. The lockable gate shall be placed on one (1) window of 3552-3558 20th property on the 2nd floor and the gate unlocked and opened ONLY for necessary access to "Subject Area" in lightwell for approved maintenance and/or emergency ONLY as described in previous items. There is no emergency exit in the lightwell area, access is strictly prohibited and deemed a material breach unless access is in accordance with these Agreement terms. Tenants and visitors of 3552-3558 20th shall NOT have access to open window gate to access "Subject Area" between buildings.

20. Owners of 3552-3558 20th St agree to change the other window in "Subject Area" to a fixed window. Owners of 3552-3558 20th St further agree that no other windows shall be added, placed near or at the lightwell area "Subject Area" between the buildings and only one window shall have access to that lightwell "Subject Area" via locked gate and it shall be used in accordance with stated terms in this Agreement.

OK

21. Owners of 3552-3558 20th agree that they shall never build out further and agree that ANY further or future construction of or extension of "Subject Area" is PROHIBITED and is a breach of this Agreement having consequences, including but not limited to, payment of damages, legal fees, and the removal of the entire "Subject Area" indefinitely. Owners of 3552-3558 20th St agree that nothing further shall be built, there shall be no additions and/or modifications to add anything further in "Subject Area" or in ANY area near, next to, or affecting 3560-66 20th Street in any way. Owners of 3552-3558 20th St agree that this Agreement shall prohibit further construction and agree that they shall be responsible for any/all fees associated with any challenge of this provision as this provision shall be incontestable. Owners of 3552-3558 20th St agree they will not build or construct ANYTHING further in the lightwell area or any area near or compromising 3560-66 20th St in ANY way. Owners of 3552-3558 20th agree that no current or future owners shall be permitted to construct any further in ANY space next to, on or near Block 3596, Lot 054.

OK

No modifications, alterations, build ups, build outs, additional windows, floors, or anything shall be allowed. Any and all owners of 3552-3558 20th will NOT construct or make any changes, modifications, or construct anything in the light well space or in ANY other area next to or affecting the Lezcano property in the future.

Owners of 3552-3558 20th St agree to maintain the boundaries of the "Subject Area" entirely within the exterior envelope and footprint that exist on the date of this Agreement becomes effective, and not to construct any new structures, decks, porches whatsoever.

22. Owners of 3552-3558 20th St agree that should the "Subject Area" be destroyed or compromised in any way, and/or be deemed unsafe and/or damaged, the "Subject Area", which includes the new ground floor kitchen and lightwell area above, shall NOT be reconstructed, repaired, rebuilt, replaced, and/or recreated at all. The area shall remain open. The "Subject Area" will be open space. Any and all permits to replace, reconstruct, or rebuild the "Subject Area" shall be denied and prohibited by virtue of this document and any/all challenges to this provision shall be a subsequent breach. Owners of 3552-3558 20th St understand and agree that any/all fees used to address any challenge of this Agreement whatsoever by the Lezcano's shall be reimbursed and the Owners of 3552-3558 20th St. shall bear all costs and pay any/all fees, any/all compensation applicable to make the Lezcano's whole.

OK

23. Owners of 3552-3558 20th St agree that while "Subject Area" exists, Owners of 3552-3558 20th St shall place Ernesto Lezcano II and Amalia Lezcano and/or any future owners, assigns, etc. as Additional Insured on the insurance policy for 3552-3558 20th St. yearly or upon every renewal and shall provide a copy to Owners of 3560-66 20th. Insurance carrier placing Owners of 3560-66 20th as Additional Insured shall have provision(s) in place directly addressing "Subject Area" and coverage of the Lezcano Property, including but not limited to, replacement, construction, loss of rents, relocation of tenants and any/all expenses for the Lezcano Property and Owners to be made whole should Agreement be breached and/or should anything occur to property (3560-66 20th), residents, or both as a result of 3552-3558 20th St "Subject Area".

OK

24. Owners of 3552-3558 20th St understand and agree that should they, future owners, tenants and or visitors violate or breach ANY terms in this Agreement, the Owners of 3552-3558 20th St shall be responsible to pay for any/all expenses and resources needed or exercised to enforce the terms of this Agreement, including, but not limited to, legal fees, fines, penalties paid or assessed to/by the Lezcano's, their heirs, or other assigns and shall also be responsible for any/all damages and any/all compensation applicable. Owners of 3552-3558 20th St further understand that breaches of this agreement may result and cause the "Subject Area" to be removed indefinitely.

**General Safety, Access and Maintenance Agreement:**

The Parties agree and understand that "Subject Area" must be maintained in accordance with all applicable building codes, fire safety codes, and all other building, health and safety codes, ordinances and regulations to ensure safety and agree to do so. Parties agree that all maintenance work shall be scheduled unless emergency. Parties agree that owners and service personnel shall have access and agree that tenant's and visitors shall not access "Subject Area". Access to lightwell "Subject Area" is strictly prohibited to anyone other than Owners or Service personnel. Any and all work shall require written notification to 3560-66 20th St Owners and written confirmation of approval. Access to ANY part of 3560-66 20th IS prohibited absent written approval by Owners of 3560-66 20th. Owners of 3552-3558 20th shall address all safety concerns and agree NOT to undertake any construction other than what has been agreed to in this Agreement. Owners of 3552-3558 20th agree not to build anything further in "Subject Area" or ANYWHERE near, on, next to, connected to, on the side of 3560-66 20th St.

Owners of 3552-3558 20th understand and agree that current violations not corrected and/or any further violation of California building codes, health and safety requirement protocols, and fire safety codes by them or anyone on their property shall be reported to appropriate entities, all legal fees and costs shall be paid by Owners of 3552-3558 20th to effectuate and enforce this Agreement's terms and "Subject Area" will be removed without replacement.

**Mutual Cooperation:** Parties agree to notify each other of issues and adhere to the terms of this Agreement. Parties agree and understand that ALL terms of this Agreement are binding and the breaching of this Agreement may result in fees, fines, sanctions, and/or the removal of "Subject Area". Parties agree that "Subject Area" shall NOT be reconstructed or replaced should it be compromised, deemed unsafe, damaged or jeopardize the safety of the Lezcano property, tenants and/or visitors in any way.

The covenants herein are made by the parties on their own behalf and on behalf of the successive owners of the properties described.

As long as the "Subject Area" is safely in existence, adhering to this Agreement, it is the intent of parties that the foregoing covenants shall be "covenants running with the land" as defined in California Civil Code Section 1468. In the event that the properties described herein are at any time owned by more than one party, the obligations contained herein shall be joint and several obligations of such owners.

**Disclosure:** The Parties agree that nothing herein shall preclude disclosure of this Agreement to current and future attorneys, financial advisors, tax consultants, tax advisors, realtors, brokers, listing entities, potential or actual buyers of either owners, mortgage/escrow companies, agents, insurers, Title companies, agents of SFDBI, Board of Appeals personnel and/or any other agency or entity in order to carry out or otherwise effectuate the terms and conditions contained in this Agreement.

**No Representations:** This Agreement is executed without reliance upon any representations by any Party concerning the nature or extent of damage or legal liability therefore, and each of the Parties has read this Agreement, knows contents hereof, has had the opportunity to review it with counsel as to its meaning, and signs the same as his or her own free act.

**No contra proferentem:** Each of the Parties has had the opportunity to have his or her counsel review this Agreement and to propose any language or modifications thereto. This Agreement shall be deemed to have been drafted by the parties collectively, and the doctrine of construing any ambiguities against the drafter shall not apply.

**Costs and Fees:** Except as expressly provided otherwise herein, the Owners of 3552-3558 20th Street, San Francisco CA 94110 (Tony Pham, Cuong Van Tran, and Kim Le) are to bear the costs and fees associated with ALL matters covered by, and in performing this Agreement, including but not limited to, the reimbursement of the Lezcano's attorney fees (\$3000 at this time) and the compensation for this consideration. The Owners of 3552-3558 20th St. are responsible for reimbursement of all costs/fees through the completion of this entire matter and shall bear all costs to "legalize" and "maintain" the "Subject Area" in accordance with this Agreement. The compensation amount is still pending and must be determined and agreed to prior to the executing this Agreement. OK

**Agreement:** This Agreement represents the entire agreement between the Parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless in writing with notarized signatures by the Lezcano's or their respective successors in interest. The terms of the Agreement are contractual and not a mere recital. Should any provision or portion of the Agreement be declared invalid or in conflict with law, the validity of every other provision or portion herein shall remain unaffected, enforceable, and in full force and effect. The waiver of a breach of the Agreement will not be deemed to be a continuing waiver of any subsequent breach of the same or any other provision of this Agreement, and will not modify the same or any other provision of this Agreement.

**Agreement Enforcement:** In accordance with Cal.Code Civ. Proc. 664.6 the Superior Court of California, County of San Francisco, shall retain jurisdiction to enforce this Agreement. The SFDBI and any/all other pertinent entities, including those listed on disclosure, may enforce and address the terms of this Agreement, including but not limited to, the removal of "Subject Area".

**Counterparts:** The Owners of 3552-3558 20th Street San Francisco CA 94110, Tony Pham, Cuong Van Tran and Kim Le

and

The Co-Owners/Trustees of The Micaela M. Lezcano Revocable Living Trust dated March 11, 1997, of 3560-66 20th Street San Francisco CA 94110, Ernesto Lezcano II and Amalia Lezcano agree that this Agreement may be signed and notarized in Counterparts and that it may fully be executed when signed by all named whether the signatures of all Parties listed appear on the original or on one or more copies of this Agreement. Facsimile or scanned signatures shall be deemed to be equivalent to and enforceable as, original signatures.

IN WITNESS WHEREOF, the Parties have executed this Agreement with the intent to be bound hereby as of the date this Agreement is recorded.

*Separate Notary Acknowledgements to be attached.*

**BY MY SIGNATURE BELOW, I AGREE TO THE TERMS OF THIS OBLIGATION AND MAINTENANCE AGREEMENT, AND ACKNOWLEDGE THAT I HAVE READ IT, CONSULTED WITH MY COUNSEL, AND SIGNED IT AS MY FREE AND VOLUNTARY ACT.**

**Owners of 3552-3558 20th Street, San Francisco, California 94110:**

\_\_\_\_\_  
**Tony Pham**

\_\_\_\_\_  
**Dated:**

\_\_\_\_\_  
**Cuong Van Tran**

\_\_\_\_\_  
**Dated:**

\_\_\_\_\_  
**Kim Le**

\_\_\_\_\_  
**Dated:**

**Owners of 3560-66 20th Street, San Francisco, California 94110:**

\_\_\_\_\_  
**Ernest Lezcano II**

\_\_\_\_\_  
**Dated:**

\_\_\_\_\_  
**Amalia C. Lezcano**

\_\_\_\_\_  
**Dated:**

EXHIBIT 7



City and County of San Francisco  
 Department of Building Inspection  
 Finance Services – Refund Unit  
 49 South Van Ness Avenue, Suite 500, San Francisco, CA 94103  
 Phone: (628) 652-3555 E-mail: [dbi.refund@sfgov.org](mailto:dbi.refund@sfgov.org)



London N. Breed, Mayor

Patrick O’Riordan, C.B.O., Director

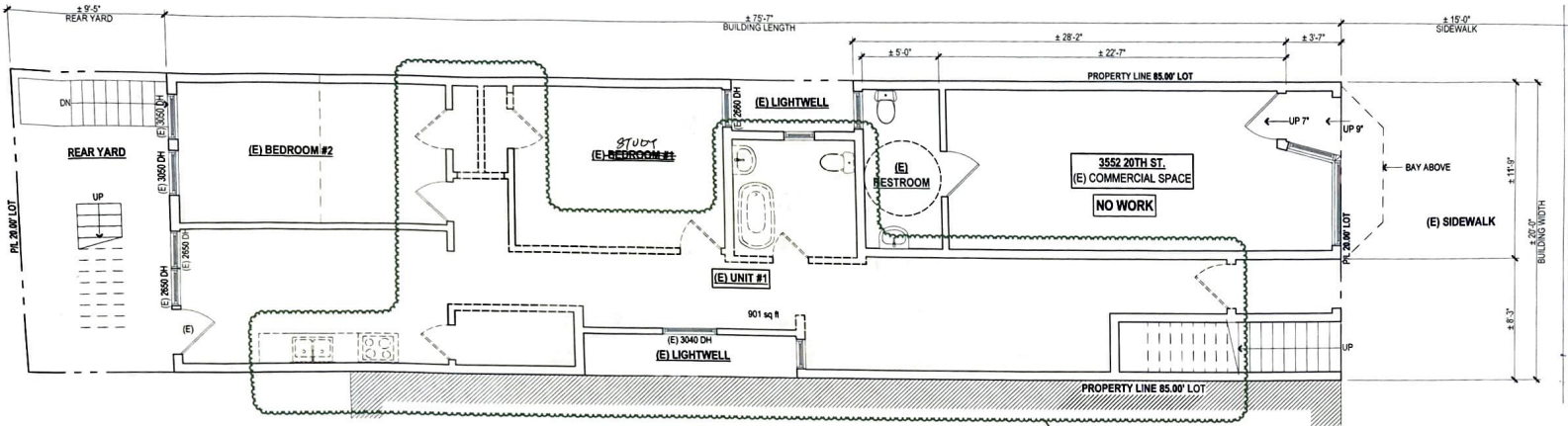
**REQUEST FOR REFUND AND/OR PERMIT CANCELLATION FORM**

(SEE BACK OF THIS FORM FOR INSTRUCTIONS)

<b>SECTION I. JOB ADDRESS:</b> (Please print clearly)			
Job Address: <b>3552-58 20th St.</b>		Permit Application Number: <b>2021-0907-7852</b>	
<b>SECTION II. REQUESTOR'S INFORMATION:</b> (Please check all that apply)			
<input checked="" type="checkbox"/> REFUND		<input checked="" type="checkbox"/> CANCELLATION <i>(for permits approved and issued)</i>	
<input checked="" type="checkbox"/> Owner		<input type="checkbox"/> Contractor	<input type="checkbox"/> Other: _____
Name: <b>Cuong Van Tran</b>		Company Name: <b>3552-3558 20th St LLC</b>	
Phone: <b>415-994-2441</b>		Email: <b>john_hardwoodfloor@yahoo.com</b>	
<i>Refund Check Made Payable to:</i> (Refunds should be to original payer)		<i>Where to Send Refund to:</i> (Please print clearly)	
Name: <b>Cuong Van Tran</b>		Address: <b>666 38th Avenue</b>	
Company Name: <b>3552-3558 20th St LLC</b>		City, State, Zip: <b>San Francisco, CA 94121</b>	
<b>SECTION III. CERTIFICATION</b>			
Signature:		DocuSigned by: <b>CUONG TRAN</b> Date of Request: <b>2.13.2023</b>	
(D0F752A95601446...)			
<b>SECTION IV. TYPE OF PERMIT TO BE REFUNDED:</b> (Only provide ONE number per permit application type per job address per form)			
<input checked="" type="checkbox"/> Building Permit	<input type="checkbox"/> Plumbing Permit	<input type="checkbox"/> Electrical Permit	<input type="checkbox"/> Other: <i>(e.g., Street Space, etc.)</i>
<b>SECTION V. REASON FOR REQUESTING REFUND/PERMIT CANCELLATION:</b> (Please print clearly)			
The permit was appealed to the Board of Appeals by a neighbor. I could not reach an agreement with the neighbor and would like to withdraw my permit.			
<b>SECTION VI. ATTACHMENTS:</b> (Please Check All Applicable; All Documents for a Building Permit Cancellation MUST Be Original)			
<input type="checkbox"/> Building Permit Application	<input checked="" type="checkbox"/> Official Copy of Building Permit	<input type="checkbox"/> Job Card – For issued permit	<input type="checkbox"/> Authorization Letter to Release Refund to 3 <sup>rd</sup> Party (if applicable)
<input type="checkbox"/> Issued Plumbing Permit (Copy OK)	<input type="checkbox"/> Issued Electrical Permit (Copy OK)	<input type="checkbox"/> Board of Appeals Decision Notification	<input type="checkbox"/> Others (please specify):
FOR DBI STAFF USE ONLY			
Reviewed by:	First Name:		Last Name:
	Notes:		
Permit Status:	<input type="checkbox"/> OK to Cancel	<input type="checkbox"/> OK to refund	<input type="checkbox"/> Other:
Inspection History?	<input type="checkbox"/> Yes <input type="checkbox"/> No	District:	Inspector:
			Date Stamp







**GROUND FLOOR EXISTING / DEMOLITION PLAN**

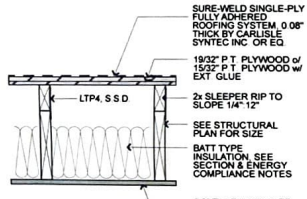
ALL DIMENSIONS FROM FINISH TO FINISH, U.O.N. SCALE: 1/4" = 1'-0"

**APPROVED**  
 Dept. of Building Insp.  
 - San Francisco  
 FEB 22 2023  
 FRANCISCO  
 DEPT. OF BUILDING INSPECTION



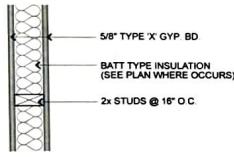
MML ARCHITECT  
 415 713 5706  
 www.mmlarchitect.com

**INTERIOR REMODEL**  
 3552 20TH STREET  
 BLOCK 3596, LOT 053  
 SAN FRANCISCO, CA 94110

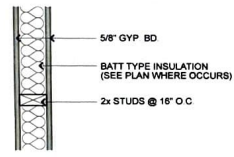


IBC 2013 TABLE 721.1(3) #13-1.4

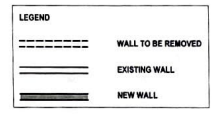
**1 ROOF DETAIL**  
 SCALE 1 1/2" = 1'-0" ONE HOUR



**2 INTERIOR WALL DETAIL**  
 SCALE 1 1/2" = 1'-0" ONE HOUR



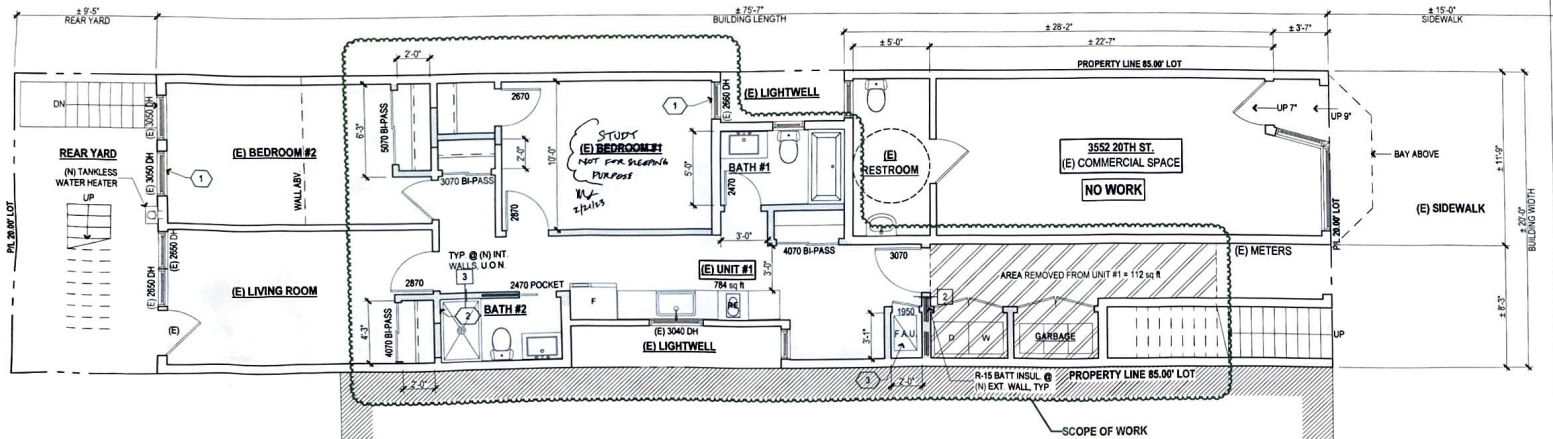
**3 INTERIOR WALL DETAIL**  
 SCALE 1 1/2" = 1'-0" NO HOUR



**PLAN NOTES**

- EGRESS WINDOW - NET CLEAR OPENING OF 5.7 SQ. FT. W/ 20" MIN. NET CLEAR WIDTH, 24" MIN. NET CLEAR HT., AND MAX. SILL HT. AT 4" PER SFBC SEC. 1029.2 & 3. V.1 F.
- FULL HT. TILE AT WALL SHOWER W/ CEMENT BOARD BACKING
- CEC CERTIFIED CONDENSING GAS FURNACE W/ DIRECT-VENT APPLICATION

APPROVAL OF THIS APPLICATION APPLIES ONLY TO APPROVED WORK AND DOES NOT CONSTITUTE APPROVAL OF A CHANGE IN THE LEGAL PERMITTED USE OR CHARACTER OF THE STRUCTURE. APPROVAL IS BASED UPON INFORMATION SUPPLIED BY THE APPLICANT AND HAS NOT BEEN VERIFIED.



**PROPOSED GROUND FLOOR PLAN**

ALL DIMENSIONS FROM FINISH TO FINISH, U.O.N. SCALE: 1/4" = 1'-0"

Stephen Liu, DBI  
 FEB 21 2023

Timothy Nagata, DBI  
 FEB 22 2023

20TH STREET

RECEIVED  
 FEB 21 2023

RECEIVED  
 FEB 17 2023

EXISTING & PROPOSED GROUND & SECOND FLOOR PLANS



REVISION BY  
 8/20/21 GRD FLR UNIT MML  
 9/8/21 PHOTOS MML  
 1/11/12 STRUCT. MML  
 01/26/23 REMOVE LIGHTWELL IN-FILL MML

JOB 210811  
 SHEET

**A-1**  
 OF 4 SHEETS



MML ARCHITECT  
415.713.5706  
www.mmlarchitect.com

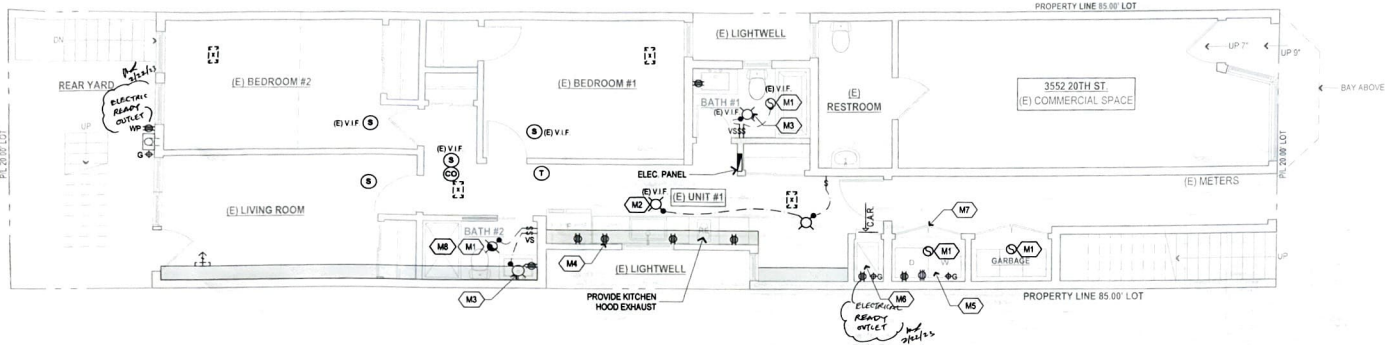
INTERIOR REMODEL  
3552 20TH STREET  
BLOCK 3596, LOT 053  
SAN FRANCISCO, CA 94110

ELECTRICAL / MECHANICAL LAYOUT



REVISION BY  
02/20/21 GRD FLR UNIT MML  
5/8/21 PHOTOS MML  
01/11/22 STRUCT. MML  
01/26/23 REMOVE LIGHT- WELL INFILL MML

JOB 210811  
SHEET  
A-2  
OF 6 SHEETS



APPROVED  
FEB 22 2023  
DEPT. OF BUILDING INSPECTION  
SAN FRANCISCO



### GROUND FLOOR ELECTRICAL / MECHANICAL LAYOUT

ALL DIMENSIONS FROM FINISH TO FINISH, U.O.M.  
SCALE: 1/4" = 1'-0"

Calculations per Equation 4-1 in 2019 Compliance Manual, Section 4.6.5.1 Total Ventilation Rate (Q<sub>tot</sub>)

$Q_{tot} = 0.03A(floor) + 7.5(N(b) + 1)$   
 $Q_{tot} = \text{total required ventilation rate (CFM)}$   
 $A(floor) = \text{conditioned floor area (sq. ft.)}$   
 $N(b) = \text{number of bedrooms (not less than one)}$

CONDITIONED AREA	NO. OF BEDROOMS	CFM
0.03	7.5 (3 + 1)	54.72 CFM

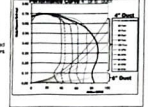
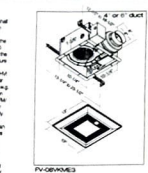


#### Specification Submittal Data / Panasonic Ventilation Fan

**Manufacturer's Description:** WhisperGreen LED is a low-profile, high-efficiency, energy-saving fan that provides excellent ventilation for residential applications. It features a built-in LED light strip and a remote control for easy operation. The fan is designed for quiet operation and is suitable for use in bedrooms, living rooms, and other residential spaces.

**Manufacturer's Specifications:** WhisperGreen LED is a low-profile, high-efficiency, energy-saving fan that provides excellent ventilation for residential applications. It features a built-in LED light strip and a remote control for easy operation. The fan is designed for quiet operation and is suitable for use in bedrooms, living rooms, and other residential spaces.

#### FV-08VKM63



#### ELEC./MECH. NOTES

- NOTES:**
- M1 PROVIDE EXHAUST FAN W BACK-DRAFT DAMPER TERMINATE OUTLET 3'-0" FROM P.I.L. AND BLDG. OPENINGS. FANS SHALL BE ENERGY STAR COMPLIANT AND CONTROLLED BY A HUMIDISTAT PER CALGREEN SECTION 4.506
  - M2 ALL INDOOR & OUTDOOR LIGHTING SHALL BE C.E.C. CERTIFIED HIGH EFFICACY, U.O.N.
  - M3 BATHROOM ALL LIGHTING SHALL BE C.E.C. CERTIFIED HIGH EFFICACY LIGHTING. AT LEAST ONE LUMINAIRE IN EACH SPACE SHALL BE CONTROLLED BY C.E.C. CERTIFIED VACANCY SENSOR.
  - M4 RECEPTACLE IN THE KITCHEN COUNTER SHALL START WITHIN 24" OF THE WALL OR COUNTER EDGE. SPACED NOT MORE THAN 48" O.C. PER N.E.C. AND SHALL BE PROTECTED W/ GFI PER N.E.C.
  - M5 DRYER EXHAUST DUCT LENGTH PER MANUFACTURER'S RECOMMENDATIONS
  - M6 DIRECT VENT FURNACE, 1-1/2" DIA. TO 2" DIA. PVC FURNACE INTAKE & VENT. SIZE & INSTALL IN ACCORDANCE W/ MANUFACTURER'S RECOMMENDATIONS (GFI) DUPLEX RECEPTACLE
  - M7 PROVIDE 100 SQ. IN. NET DROOP OPENING FOR DRYER MAKE-UP AIR
  - M8 CONTINUOUSLY OPERATED EXHAUST FAN FV08VKM63 BY PANASONIC OR EQ. W/ MIN. 80 CFM FOR WHOLE BUILDING VENTILATION REQUIREMENT

#### LEGEND & SYMBOLS :

ALL LED LIGHT FIXTURES TO BE C.E.C. CERTIFIED HIGH EFFICACY

- |  |                                                          |  |                                                                                                                                                         |
|--|----------------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | LED WALL MOUNT LIGHT FIXTURE                             |  | EXHAUST FAN                                                                                                                                             |
|  | LED CEILING LIGHT FIXTURE                                |  | LIGHTED EXHAUST FAN WITH HUMIDISTAT                                                                                                                     |
|  | LED LIGHT-EMITTING DIODE LIGHTING                        |  | THERMOSTAT PER CEC STANDARD SECTION 110.2(a)                                                                                                            |
|  | WEATHERPROOF LIGHTING / RECEPTACLE                       |  | HEAT REGISTER AT CEILING                                                                                                                                |
|  | VACANCY SENSOR                                           |  | HEAT REGISTER AT WALL                                                                                                                                   |
|  | GAS VALVE                                                |  | COLD AIR RETURN                                                                                                                                         |
|  | SMOKE ALARM - 110V                                       |  | ELECTRICAL PANEL                                                                                                                                        |
|  | CARBON MONOXIDE ALARM - 110V                             |  | CEC CERTIFIED DIRECT-VENT GAS CENTRAL FURNACE COMFORT SERIES BY CARRIER WITH 37,000 BTU OUTPUT & 90% AFUE OR EQ INSTALL PER MANUFACTURER'S INSTRUCTIONS |
|  | DUPLEX RECEPTACLE 15' (MIN) A.F.F.                       |  | CEC CERTIFIED TANKLESS GAS WATER HEATER MODEL TH-1 BY TANKLESS OR EQ                                                                                    |
|  | GROUND-FAULT CIRCUIT INTERRUPTER (GFI) DUPLEX RECEPTACLE |  | FURRED CEILING, 1'-0" TYPE                                                                                                                              |
|  | LIGHT SWITCH 36" TO 48" A.F.F.                           |  |                                                                                                                                                         |

Specifications	WhisperGreen LED FV-08VKM63	4" or 6" Best Available
Basic Product Information	81	82
Air Volume CFM	86	87
Power Consumption Watts	7.8	8.2
Energy Efficiency (CFM/Watt)	11.1	10.7
Sound Power	67	68
Current Amps	0.07	0.08

Model	Quantity	Comments	Provided
			Location:
			Architect:
			Engineer:
			Contractor:
			Submitted by:
			Date:

Panasonic Home and Environmental Company  
Division of Panasonic Corporation of North America  
10000 Panasonic Blvd., Torrance, CA 90503  
www.panasonic.com/building

Stephen Liu, DBI  
FEB 21 2023

Timothy Nagata, DBI  
FEB 22 2023

SFFD  
FEB 01 2023

RECEIVED  
FEB 17 2023

DEPT. OF BUILDING INSPECTION  
THIS PLAN MEETS THE QUALITY  
REQUIREMENTS FOR DIGITIZING  
ACCEPTED



MML ARCHITECT  
415 713 5706  
www.mmlarchitect.com

INTERIOR REMODEL  
3554 20TH STREET  
BLOCK 3596, LOT 053  
SAN FRANCISCO, CA 94110

TITLE 24 - ENERGY COMPLIANCE



REVISION BY  
8/20/21 GRD FLR UNIT MML  
9/8/21 PHOTOS MML  
01/11/22 STRUCT. MML  
01/28/23 REMOVE LIGHT. MML  
WELL IN-FILL

JOB 210811  
SHEET  
A-3  
OF 8 SHEETS



ALTERATIONS TO SPACE CONDITIONING SYSTEMS  
(FORMERLY CF-1R-ALT-HVAC)

CF1R-ALT-02-E  
(Page 1 of 3)

CERTIFICATE OF COMPLIANCE

Project Name:	20th FAU	Enforcement Agency:	City of San Francisco
Dwelling Address:	3554 20th Street	Permit Number:	TBD
City and Zip Code	San Francisco, 94110	Permit Application Date:	

A. General Information  
CF1R-ALT-02 is applicable to multiple space conditioning systems contained within a single dwelling unit.

01 Project Name	20th FAU	02 Date Prepared	2023-02-21
03 Project Location	3554 20th Street	04 Building Type	Single Family
05 CA City	San Francisco	06 Dwelling Unit Name	20th FAU
07 Zip Code	94110	08 Dwelling Unit Conditioned Floor Area (sq ft)	784
09 Climate Zone	3	10 Number of Space Conditioning (SC) Systems in this Dwelling Unit	1

B. Space Conditioning (SC) System Information

01	02	03	04	05	06	07	08	09	10
SC System ID or Name	SC System Location or Area Served	CFA Served by this SC System (%)	Is the SC system a ducted system?	Installing a refrigerant containing component?	Installing new SC system component?	Installing more than 25 feet of duct?	Installing entirely new duct system?	Installing entirely new SC system?	Alteration Type
System 1	Location 1	784	Yes	No	Yes	Yes	No	No	Altered space location & system

Registration Number: 223-AD20021128A-000-000-0000000-0000  
 Registration Date/Time: 2023-02-21 12:45:55  
 HERS Provider: CaCERTS  
 CA Building Energy Efficiency Standards - 2022 Residential Compliance  
 Report Version: 2022.0.000  
 Schema Version: rev 20220101  
 Report Generated: 2023-02-21 12:45:55



ALTERATIONS TO SPACE CONDITIONING SYSTEMS  
(FORMERLY CF-1R-ALT-HVAC)

CF1R-ALT-02-E  
(Page 2 of 3)

C. Extension of Existing Duct System, Greater than 25 Feet (Section 150.20(B)(1)(D)(b))  
This section does not apply to this project.

D. Altered Space Conditioning System (Sections 150.20(E) and F)

01	02	03	04	05	06	07	08	09	010	11	12	13	14
System ID/Name	SC System Description of Area Served	Heating System Type	Altered Heating Component	Heating Efficiency Type	Heating Minimum Efficiency Value	Cooling System Type	Altered Cooling Component	Cooling Efficiency Type	Cooling Minimum Efficiency Value SEER/SEER2/SEER	Cooling Minimum Efficiency Value EER/VEER2/VEER	Required Thermostat Type	New or Replaced Duct Length	New Duct R-Value
System 1	Location 1	Central gas furnace	All new heating components	AFUE	80	Central split AC	No Cooling Component Altered	n/a	n/a	n/a	Setback	Greater than 25 feet	R-6

Required Documentation:  
 CF28 MCH-01 E - Space Conditioning Systems  
 Duct insulation requirement for the new portions of supply air and return air ducts or plenums. R-6 (CF 2.1.7) and R-6 (CF 2.1.4, 6.1.16)  
 CF28 and CF38 MCH-20+ - Duct Leakage Test required where heating or cooling components are installed in ducted systems. Or when more than 25 feet of duct length is replaced  
 Leakage rate compliance less than or equal to 10% or less than or equal to 7% leakage to outside, or less than or equal to 10% leakage to outside, or less than or equal to 10% leakage to outside.  
 CF28 and CF38 MCH-25 - Refrigerant Charge verification required when refrigerant containing components are installed or altered (applicable in CZ 2, 3, 5, 6, 7, 8, 9, 10)  
 CF28 and CF38 MCH-23 Airflow Rate greater than or equal to 300 CFM per ton required when MCH-25 is required.  
 Locations:  
 Duct systems registered with HERS provider as previously sealed are exempt from MCH-20 Duct Leakage Testing requirements.  
 Heating-only systems and Air Handler Furnace changes do not require verification of Air Flow MCH-23, or Refrigerant Charge MCH-25.  
 Existing duct systems constructed, insulated or sealed with asbestos are exempt from MCH-20 Duct Leakage Testing requirements.

E. Entirely New or Complete Replacement Duct System, with or without Equipment Changeout (Sections 150.20(I)(D) and 150.20(H), F)  
This section does not apply to this project.

F. Entirely New or Complete Replacement Space Conditioning System (Section 150.20(H))  
This section does not apply to this project.

Registration Number: 223-AD20021128A-000-000-0000000-0000  
 Registration Date/Time: 2023-02-21 12:45:55  
 HERS Provider: CaCERTS  
 CA Building Energy Efficiency Standards - 2022 Residential Compliance  
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ALTERATIONS TO SPACE CONDITIONING SYSTEMS  
(FORMERLY CF-1R-ALT-HVAC)

CF1R-ALT-02-E  
(Page 3 of 3)

DOCUMENTATION AUTHOR'S DECLARATION STATEMENT

I certify that this Certificate of Compliance documentation is accurate and complete.

Documentation Author Name (Print Name) Title Company Basaltic, Inc. Address 2615 MacArthur Blvd. City/State/Zip Oakland CA 94602	Documentation Author Signature <i>Greg Chelton</i> Signature Date 2023-02-21 12:44:06 CEA/HERS Certification Identification (if applicable) #19-18-30014 Phone 510-967-1299
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RESPONSIBLE PERSON'S DECLARATION STATEMENT

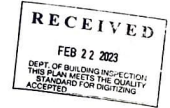
I certify the following under penalty of perjury, under the laws of the State of California:

- The information provided on this Certificate of Compliance is true and correct.
- I am eligible under Division 3 of the Business and Professions Code to accept responsibility for the building design or system design identified on this Certificate of Compliance (responsible designer).
- The energy features and performance specifications, materials, components, and manufactured devices for the building design or system design identified on this Certificate of Compliance conform to the requirements of Title 24, Part 1 and Part 6 of the California Code of Regulations.
- The building design features or system design features identified on this Certificate of Compliance are consistent with the information provided on other applicable compliance documents, worksheets, calculations, plans and specifications submitted to the enforcement agency for approval with the Building permit application.
- I understand that a registered copy of this Certificate of Compliance shall be made available with the building permit issued for the building, and made available to the enforcement agency for all applicable inspections, and I will take the necessary steps to accomplish this requirement.
- I understand that a registered copy of this Certificate of Compliance is required to be included with the documentation the builder provides to the building owner at occupancy, and I will take the necessary steps to accomplish these requirements.

Responsible Designer Name: My My Ly	Responsible Designer Signature: <i>My My Ly</i>
Company: MML Architect	Date Signed: 2023-02-21 12:45:55
Address: 1990 34th Avenue	License: C-32972
City/State/Zip: San Francisco CA 94116	Phone: 415-713-5706

Digitally signed by CaCERTS. This digital signature is provided in order to secure the content of this registered document, and in no way implies Registration Provider responsibility for the accuracy of the information.

Registration Number: 223-AD20021128A-000-000-0000000-0000  
 Registration Date/Time: 2023-02-21 12:45:55  
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 Report Version: 2022.0.000  
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2022 Single-Family Residential Mandatory Requirements Summary

NOTE: Single-family residential buildings subject to the Energy Codes must comply with all applicable mandatory measures, regardless of the compliance approach used. Please review the regulations for more information.

Table with 2 columns: Code Reference and Description. Includes sections for Building Envelope (110.0A-110.0K), Mechanical (110.0L-110.0R), and Electrical (110.0S-110.0T).

5622



2022 Single-Family Residential Mandatory Requirements Summary

Table with 2 columns: Code Reference and Description. Includes sections for Mechanical (110.0A-110.0R), Ducts and Fans (110.0S), and Electrical (110.0S-110.0T).

5622



2022 Single-Family Residential Mandatory Requirements Summary

Table with 2 columns: Code Reference and Description. Includes sections for Electrical (110.0A-110.0T), Solar (110.0U-110.0V), and Energy Storage (110.0W).

5622



2022 Single-Family Residential Mandatory Requirements Summary

Table with 2 columns: Code Reference and Description. Includes sections for Energy Storage (110.0W), Ventilation and Indoor Air Quality (110.0X-110.0Z), and Mechanical (110.0A-110.0R).

5622



2022 Single-Family Residential Mandatory Requirements Summary

Table with 2 columns: Code Reference and Description. Includes sections for Energy Storage (110.0W), Ventilation and Indoor Air Quality (110.0X-110.0Z), and Mechanical (110.0A-110.0R).

5622



MML ARCHITECT 415.715.5706 www.mmlarchitect.com

INTERIOR REMODEL 1100 24th Street 3667-3670 20th Street Block 3596, Lot 053 SAN FRANCISCO, CA 94110

TITLE 24 - RESIDENTIAL MANDATORY MEASURES

APPROVED FOR THE CITY OF SAN FRANCISCO FEB 27 2023 DEPT. OF BUILDING INSPECTION

Timothy Nagata, DA1 FEB 27 2023

REVISION BY 8/20/21 GRD FLR Unit MML 8/21 PHOTOS MML 01/11/22 STRUCT. MML 01/23/23 REMOVE LIGHT-WELL IN FLR. MML

RECEIVED FEB 27 2023 DEPT. OF BUILDING INSPECTION THIS PLAN AND PERMITS ARE BEING QUALIFIED AND FOR RECORDING



MML ARCHITECT  
415 713 5706  
www.mmlarchitect.com

INTERIOR REMODEL  
3557  
3557-20TH STREET  
BLOCK 3596, LOT 053  
SAN FRANCISCO, CA 94110

ENERGY INSPECTION FORMS



REVISION BY  
8/20/21 GRD FLR UNIT MML  
9/21/21 PHOTOS MML  
01/11/22 STRUCT. MML  
01/20/22 REMOVE LIGHT. MML  
WELL IN-FILL

JOB 210811  
SHEET

A-5

### TITLE-24 SINGLE-FAMILY RESIDENTIAL ENERGY INSPECTION (ELECTRICAL)

A COPY OF THIS DOCUMENT SHALL BE KEPT WITH THE APPROVED DRAWING SET  
JOB ADDRESS 3552-58 20TH STREET APPLICATION NO 2023-0217-2178 ADDENDUM NO  
ENGINEER/ARCHITECT NAME MY MY LY PHONE NO 415-713-5706

Ensuring the completion of installation documentation as well as the required acceptance/verification testing is the direct responsibility of the undersigned. Installation documentation must be completed by the contractor performing the installation. Verification testing must be completed by a certified HERS rater.

In accordance with the requirements of the 2022 California Energy Code, the following documentation is required for the electrical elements in this project:

1. Installation
- Electrical
    - CF2R-PLB-1G-01-E Lighting - Single Family Dwellings (E1)
    - CF2R-ELC-01-E Electric Ready (E20)
  - Solar
    - CF2R-PVB-01-E Photovoltaic Systems (E18)
    - CF2R-PVB-02-E Battery Storage Systems (E19)

Required Information:  
Prepared by: My My Ly Date: 2/21/23  
Engineer/Architect of Record Signature

Review by: My My Ly Phone: 415-713-5706  
DBI Engineer or Plan Checker

APPROVAL (Based on submitted reports)  
DATE FEB 22 2023  
DEPT. OF BUILDING INSPECTION

QUESTIONS ABOUT TITLE-24 ENERGY INSPECTION SHOULD BE DIRECTED TO  
Energy Inspection Services (828) 652-3407, or [dbi\\_energyservices@sf.gov](mailto:dbi_energyservices@sf.gov)

Timothy Nagata, DBI  
FEB 22 2023

### TITLE-24 SINGLE-FAMILY RESIDENTIAL ENERGY INSPECTION (PLUMBING)

A COPY OF THIS DOCUMENT SHALL BE KEPT WITH THE APPROVED DRAWING SET  
JOB ADDRESS 3552-58 20TH STREET APPLICATION NO 2023-0217-2178 ADDENDUM NO  
ENGINEER/ARCHITECT NAME MY MY LY PHONE NO 415-713-5706

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In accordance with the requirements of the 2022 California Energy Code, the following documentation is required for the plumbing work in this project:

1. Installation
- Plumbing
    - CF2R-PLB-02-E DHW Non-HERS - Single Dwelling Unit Hot Water System Distribution (P5)
    - CF2R-PLB-03-E DHW Non-HERS - Pool and Spa Heating System (P7)
    - CF2R-PLB-22-H DHW HERS - HERS Single Dwelling Unit Hot Water System Distribution (P8)
  - Solar
    - CF2R-STH-01-E Solar Water Heating System (P1)
  - Mechanical
    - CF2R-MCH-04-E Non HERS - Evaporative coolers (P2)
2. Verification  
 CF2R-PLB-22-H DHW HERS - HERS Single Dwelling Unit Hot Water System Distribution (VPA)

Required Information:  
Prepared by: My My Ly Date: 2/21/23  
Engineer/Architect of Record Signature

Review by: My My Ly Phone: 415-713-5706  
DBI Engineer or Plan Checker

APPROVAL (Based on submitted reports)  
DATE FEB 22 2023  
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RECEIVED  
FEB 22 2023  
DEPT. OF BUILDING INSPECTION  
STANDARD FOR DIGITIZING ACCEPTED

City and County of San Francisco  
Department of Building Inspection



London N. Bread, Mayor  
Patrick O'Riordan, C.B.O., Director

### NOTICE

#### TITLE-24 SINGLE-FAMILY RESIDENTIAL ENERGY INSPECTION REQUIREMENTS (ELECTRICAL)

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For questions regarding the details or extent of required documentation or testing, and if there are any field problems regarding documentation or testing, please call your District Building Inspector or 628-652-3400.

Before final building inspection is scheduled, documentation of energy compliance "Certificate of Installation, Acceptance, and Verification" must be completed and signed by the responsible person in charge. The permit will not be finalized without compliance with the energy inspection requirements.

#### Energy Inspection Services Contact Information

- Telephone: (828) 652-3407
- Email: [dbi\\_energyservices@sf.gov](mailto:dbi_energyservices@sf.gov)
- In person: 4th floor at 49 South Van Ness Ave.

Note: We are moving towards a 'paperless' mode of operation. All special inspection submittals, including final letters, may be emailed (preferred).

Installation, Acceptance, and Verification certificates can be found on the California Energy Commission website at <https://www.energy.ca.gov/programs-and-topics/programs/building-energy-efficiency-standards/2022-building-energy-efficiency>

Information Sheet M-06 provides submittal instructions for the Title-24 installation, verification, and acceptance energy certificates and Green Building Attachment E. M-06 may be found on the SFDBI website at <https://sf.gov/resource/2022-information-sheets-dbi>

City and County of San Francisco  
Department of Building Inspection



London N. Bread, Mayor  
Patrick O'Riordan, C.B.O., Director

### NOTICE

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Before final building inspection is scheduled, documentation of energy compliance "Certificate of Installation, Acceptance, and Verification" and Green Building Attachment E. M-06 must be completed and signed by the responsible person in charge. The permit will not be finalized without compliance with the energy inspection requirements.

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City and County of San Francisco  
Department of Building Inspection



London N. Bread, Mayor  
Patrick O'Riordan, C.B.O., Director

### NOTICE

#### TITLE-24 SINGLE-FAMILY RESIDENTIAL ENERGY/GREEN INSPECTION REQUIREMENTS (BUILDING)

Please note that Certificates of Installation and/or Acceptance and/or Verification are required for this project as indicated on this form issued with this permit. Ensuring the accurate completion of this documentation is the direct responsibility of the engineer/architect of record. This documentation is required in addition to the called inspections performed by the Department of Building Inspection.

For questions regarding the details or extent of required documentation or testing, and if there are any field problems regarding documentation or testing, please call your District Building Inspector or 628-652-3400.

Before final building inspection is scheduled, documentation of energy compliance "Certificate of Installation, Acceptance, and Verification" and Green Building Attachment E. M-06 must be completed and signed by the responsible person in charge. The permit will not be finalized without compliance with the energy inspection requirements.

#### Energy Inspection Services Contact Information

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### TITLE-24 SINGLE-FAMILY RESIDENTIAL ENERGY/GREEN INSPECTION (BUILDING)

A COPY OF THIS DOCUMENT SHALL BE KEPT WITH THE APPROVED DRAWING SET  
JOB ADDRESS 3552-58 20TH STREET APPLICATION NO 2023-0217-2178 ADDENDUM NO  
ENGINEER/ARCHITECT NAME MY MY LY PHONE NO 415-713-5706

Ensuring the completion of installation documentation as well as the required acceptance/verification testing is the direct responsibility of the undersigned. Installation documentation must be completed by the contractor performing the installation. Verification testing must be completed by a certified HERS rater. Verification testing must be completed by a certified HERS rater. Green Building Attachment E shall be completed as per SFGBC AB-093.

In accordance with the requirements of the 2022 California Energy Code, 2022 SFGBC and AB-093, the following documentation is required for the building elements in this project:

- |                                                                                                                            |                                                                                                                                             |
|----------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Installation                                                                                                            | Mechanical (continued)                                                                                                                      |
| <input type="checkbox"/> CF2R-ACH-02-E Non HERS - Prescriptive Additions Simple (B83)                                      | <input type="checkbox"/> CF2R-MCH-02-E Non HERS - Whole House fan (B13)                                                                     |
| <input type="checkbox"/> CF2R-ALY-05-E Non HERS - Prescriptive Alterations Simple (B84)                                    | <input type="checkbox"/> CF2R-MCH-20-H HERS - Duct Leakage (B88)                                                                            |
| <input type="checkbox"/> CF2R-ENV-01-E Non HERS - Fan-Exhaust Installation (B81)                                           | <input type="checkbox"/> CF2R-MCH-21-H HERS - Duct Location (B89)                                                                           |
| <input type="checkbox"/> CF2R-ENV-02-E Non HERS - Insulation Installation (B82)                                            | <input type="checkbox"/> CF2R-MCH-22-H HERS - Space Conditioning System Fan Efficiency (B90)                                                |
| <input type="checkbox"/> CF2R-ENV-04-E Non HERS - Insulation Installation (B83)                                            | <input type="checkbox"/> CF2R-MCH-26-H HERS - Space Conditioning System Airflow Rate (B94)                                                  |
| <input type="checkbox"/> CF2R-ENV-06-E Non HERS - Roofing/Insulation Barrier (B84)                                         | <input type="checkbox"/> CF2R-MCH-28-H HERS - Radiant Charge Verification (B92)                                                             |
| <input type="checkbox"/> CF2R-ENV-20-H HERS - Building Envelope Air Leakage Test (B86)                                     | <input type="checkbox"/> CF2R-MCH-28-H HERS - Verified EER or SEER (B87)                                                                    |
| <input type="checkbox"/> CF2R-ENV-21-H HERS - Quality Insulation Installation (QI) - Framing Stage (B84)                   | <input type="checkbox"/> CF2R-MCH-31-H HERS - AQI (B85)                                                                                     |
| <input type="checkbox"/> CF2R-ENV-22-H HERS - Quality Insulation Installation (QI) - Insulation Stage (B88)                | <input type="checkbox"/> CF2R-MCH-28-H HERS - Return Duct Design and Air Filter Grille Device Sizing According to Tables 100.9.6 or C (V82) |
| <input type="checkbox"/> CF2R-SHA-01-E - Solar Ready Buildings - New Construction (B84)                                    | <input type="checkbox"/> CF2R-MCH-29-H HERS - Duct Surface Area Reduction, R Value, Buried Duct Compliance Credit (B93)                     |
| <input type="checkbox"/> CF2R-SHA-02-E - Minimum Solar Zone Area Worksheet - New Construction (B88)                        | <input type="checkbox"/> CF2R-MCH-30-E HERS - Ventilation Coiling Compliance Credit (B85)                                                   |
| <input type="checkbox"/> CF2R-MCH-01-E Non HERS - Space Conditioning Systems (B87)                                         | <input type="checkbox"/> CF2R-MCH-31-H HERS - Whole House fan (V88)                                                                         |
| 2. Verification                                                                                                            | <input type="checkbox"/> CF2R-MCH-32-H HERS - Linear Mechanical Exhaust (V88)                                                               |
| Energy Conditions                                                                                                          | <input type="checkbox"/> CF2R-MCH-33-H HERS - Variable Capacity Heat Pump Compliance Credit (V84)                                           |
| <input type="checkbox"/> CF2R-ENG-20-H HERS - HERS Verification of Existing Conditions for Residential Alterations (V84)   | Mechanical (continued)                                                                                                                      |
| <input type="checkbox"/> CF2R-ENV-20-H HERS - Building Envelope Air Leakage Test (V86)                                     | <input type="checkbox"/> CF2R-MCH-25-H HERS - Radiant Charge Verification (V83)                                                             |
| <input type="checkbox"/> CF2R-ENV-21-H HERS - Quality Insulation Installation (QI) - Framing Stage (V82)                   | <input type="checkbox"/> CF2R-MCH-26-H HERS - Verified EER or SEER (V81)                                                                    |
| <input type="checkbox"/> CF2R-ENV-22-H HERS - Quality Insulation Installation (QI) - Insulation Stage (V87)                | <input type="checkbox"/> CF2R-MCH-28-H HERS - Return Duct Design and Air Filter Grille Device Sizing According to Tables 100.9.6 or C (V82) |
| Mechanical                                                                                                                 | <input type="checkbox"/> CF2R-MCH-29-H HERS - Ventilation Coiling Compliance Credit (V86)                                                   |
| <input type="checkbox"/> CF2R-MCH-20-H HERS - Duct Leakage Test (V84)                                                      | <input type="checkbox"/> CF2R-MCH-31-H HERS - Whole House fan (V88)                                                                         |
| <input type="checkbox"/> CF2R-MCH-21-H HERS - Duct Location (V85)                                                          | <input type="checkbox"/> CF2R-MCH-32-H HERS - Linear Mechanical Exhaust (V88)                                                               |
| <input type="checkbox"/> CF2R-MCH-22-H HERS - Space Conditioning System Fan Efficiency (V89)                               | <input type="checkbox"/> CF2R-MCH-33-H HERS - Variable Capacity Heat Pump Compliance Credit (V84)                                           |
| <input type="checkbox"/> CF2R-MCH-23-H HERS - Space Conditioning System Air Flow Rate (V87)                                |                                                                                                                                             |
| <input type="checkbox"/> Green Building (for New Construction and Major Alterations) or Green Building Attachment E (GBC1) |                                                                                                                                             |

Required Information:  
Prepared by: My My Ly Date: 2/21/23  
Engineer/Architect of Record Signature

Review by: My My Ly Phone: 415-713-5706  
DBI Engineer or Plan Checker

APPROVAL (Based on submitted reports)  
DATE FEB 22 2023  
DEPT. OF BUILDING INSPECTION

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Energy Inspection Services  
49 South Van Ness Ave - San Francisco CA 94103  
Office (828) 652-3407 - [www.sfdbi.org/dbi](http://www.sfdbi.org/dbi) (website)

Energy Inspection Services  
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City and County of San Francisco  
Department of Building Inspection



London N. Bread, Mayor  
Patrick O'Riordan, C.B.O., Director

### NOTICE

#### TITLE-24 SINGLE-FAMILY RESIDENTIAL ENERGY INSPECTION REQUIREMENTS (PLUMBING)

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Energy Inspection Services  
49 South Van Ness Ave - San Francisco CA 94103  
Office (828) 652-3407 - [www.sfdbi.org/dbi](http://www.sfdbi.org/dbi) (website)