



# SAN FRANCISCO PLANNING DEPARTMENT

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## Letter of Legitimization

August 12, 2016

Zane O. Gresham  
Morrison & Foerster LLP  
425 Market Street  
San Francisco, CA 94105

**Site Address:** 121 Wisconsin Street  
**Assessor's Block/Lot:** 3953/004  
**Zoning District:** UMU (Urban Mixed Use)/68-X  
**Staff Contact:** Corey Teague (415) 575-9081 or [corey.teague@sfgov.org](mailto:corey.teague@sfgov.org)  
**Record No.:** 10167ZAD

Dear Mr. Gresham:

This letter is in response to the request for a Letter of Legitimization per Planning Code Section 179.1 regarding the property at 121 Wisconsin Street (note: the request was submitted by prior counsel – David Cincotta, JMBM on behalf of the Academy of Art University - AAU). This parcel is a through-lot located between 16<sup>th</sup> and 17<sup>th</sup> Streets in the Potrero Hill neighborhood. It is in the UMU (Urban Mixed Use) Zoning District and 68-X Height and Bulk District. The request is to legitimize the existing 20,000 square foot off-street parking lot which is used for commercial vehicle parking and storage (currently leased and operated by AAU).

### Procedural Background

The Department received the request for the legitimization of the off-street parking lot (which is used for commercial vehicle parking and storage) at 121 Wisconsin Street on January 18, 2012. Staff reviewed the request and associated materials and the Zoning Administrator issued a 30-day public notice of the intent to issue the Letter of Legitimization on June 27, 2012. The public notice also included a draft letter for review, and was sent to 1) all owners of property within 300 feet of the subject property, 2) all current tenants of the subject property, and 3) all individuals and neighborhood associations that had requested to receive such notice. Additionally, notice was posted on the site during the notification period. The notification period expired on July 27, 2012.

### Eligibility

The land use proposed for legitimization is deemed eligible if it meets the following criteria:

- i. The land use existed as of the date of the application;

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

Reception:  
**415.558.6378**

Fax:  
**415.558.6409**

Planning  
Information:  
**415.558.6377**

*The following documentation indicates that the off-street parking lot existed as of January 18, 2012:*

- *Lease Agreement for commercial vehicle storage at 121 Wisconsin Street, executed on December 4, 2008 between the owner, Winner Realty, Inc., and the Academy of Art University. The duration of the initial lease was for four months, after which time has converted into a month-to-month lease. As of the date of this letter, the Academy of Art is still engaged in this lease on a month-to-month basis.*

- ii. The land use would have been principally permitted or permitted with a Conditional Use Authorization under provisions of the Planning Code that were effective on April 17, 2008;

*On April 17, 2008, prior to the Eastern Neighborhoods Area Plan, the subject property was zoned M-2 (Heavy Industrial). Planning Code Section 223(l) states that off-street parking lots are permitted as-of-right in this Zoning District.*

- iii. The land use would not be permitted under current provisions of the Planning Code;

*The property is currently zoned UMU (Urban Mixed Use). Planning Code Section 843 outlines what uses are permitted, not permitted, or require a Conditional Use Authorization in the UMU Zoning District. "Vehicle Storage – Open Lot" uses are not permitted pursuant to Planning Code Section 843.70.*

- iv. The land use either has been (1) regularly operating or functioning on a continuous basis for no less than 2 years prior to the effective date of Planning Code Section 179.1, or (2) functioning in the space since at least April 17, 2008, and is associated with an organization, entity or enterprise which has been located in this space on a continuous basis for no less than 2 years prior to the effective date of Planning Code Section 179.1;

*The following documentation indicates that the off-street parking lot existed as of January 17, 2007:*

- *Aerial photographs of the property dated May 23, 2002, April 27, 2007, March 25, 2009, April 30, 2009, March 14, 2012, and March 29, 2011. All photographs indicate that the property was an open lot that was used for commercial vehicle parking and storage; and*
- *Letter dated January 2012 from a neighboring commercial business (Flynn & Enslow), verifying that the site has been used for the past twenty years as a commercial vehicle parking lot, and that the current tenant, the Academy of Art University, has been using the site for their commercial vehicle storage.*

- v. The land use is not accessory to any other use;

*The entire lot is used for off-street commercial vehicle parking and storage; thus it is not accessory to any other use on the property.*

- vi. The land use is not discontinued and abandoned pursuant to the provisions of Planning Code Section 183 that would otherwise apply to nonconforming uses.

*The subject use has been used as an off-street commercial vehicle parking lot since at least 1998, and has been in continuous use since that time. The property has not been vacated for a period of three years nor has there been a clear intent on the part of the owner to abandon the use of the property for off-street commercial parking.*

## Determination

It is my determination that the request for legitimization of the existing 20,000 gross square feet off-street parking lot which is used for commercial vehicle parking and storage, meets all the required criteria of Planning Code Section 179.1 and is therefore deemed to be a legal "Vehicle Storage – Open Lot" as defined in Planning Code 843.70. A building permit must be filed with the Department of Building Inspection and a Notice of Special Restrictions shall be filed on the subject property establishing the commercial vehicle parking and storage as the legal use of the property. This determination is not a project approval, nor does it in any way substitute for a Building Permit Application for the legitimization of the off-street parking lot. Building Permit Application No. 201211134017 has been filed to document the legitimization of the subject property as commercial vehicle parking and storage. Failure to diligently pursue the legitimization process to completion shall be grounds to revoke approval of the legitimization under this Determination and shall result in enforcement under Planning Code Section 176. Further, this determination is not an approval for environmental review purposes. The environmental review for the project proposed in Building Permit Application No. 201211134017 was performed under Case No. 2008.0586E (Academy of Art University Project) and the associated Environmental Impact Report (EIR) was certified by the Planning Commission on July 28, 2016.

APPEAL: If you believe this determination represents an error in interpretation of the Planning Code or abuse in discretion by the Zoning Administrator, an appeal may be filed with the Board of Appeals within 15 days of the date of the Letter of Legitimization. For information regarding the appeals process, please contact the Board of Appeals located at 1650 Mission Street, Room 304, San Francisco, or call (415) 575-6880.

Sincerely,



Scott F. Sanchez  
Zoning Administrator

cc: Corey Teague, Assistant Zoning Administrator  
Winner Realty Inc., 33683 Pacheco Drive, Fremont CA, 94555 (Property Owner)  
All Parties on the Notification Request List  
Jim O'Meara, SFPD, Permit Section

David P. Cincotta  
DCincotta@jmbm.com

Two Embarcadero Center, 5th Floor  
San Francisco, California 94111-3813  
(415) 398-8080 (415) 398-5584 Fax  
www.jmbm.com

Ref: 69725-0001

January 18, 2012

VIA HAND-DELIVERY

Scott Sanchez  
Zoning Administrator  
San Francisco Planning Department  
1650 Mission Street, Suite 400  
San Francisco, California 94103-2479

ID #10167 SE J BANALES  
CK # 30007 \$ 588 -

**RECEIVED**

JAN 18 2012

CITY & COUNTY OF S.F.  
PLANNING DEPARTMENT

Re: Enforcement Notification and Section 179.1 Application Submittal  
121 Wisconsin Street  
UMU (Urban Mixed Use District) (3953/004)  
Cited Violations: 843.70, 304.5

Dear Mr. Sanchez:

On behalf of Academy of Art University, I responded to Enforcement Notifications of November 4, 2011 regarding the property referenced above, as well as a member of other AAU properties by letter dated November 21, 2011.

In my letter pertaining to 121 Wisconsin, I informed you the University believes the current use of the subject property is in fact its legal use, therefore no use violations exist on the site. In letters regarding other properties, including 601 Brannan Street, I requested a determination from you as to whether or not you have or would be extending the termination date of Section 179.1 (Legitimization of Uses Located in the Eastern Neighborhoods) as authorized under Subsection (b)3.

As of January 18, 2012, I have not received a response on either issue. Without a Zoning Administrator extension, or some subsequent act by the Board of Supervisors, Section 179.1 expires January 19. We do not know whether you agree with our position that 121 Wisconsin is in fact an existing nonconforming legal use, nor whether you are extending Section 179.1. As a result, AAU has no choice other than to again request a ruling on the legality of 121 Wisconsin, and also to submit an application for Section 179.1 before the provision is scheduled to terminate.

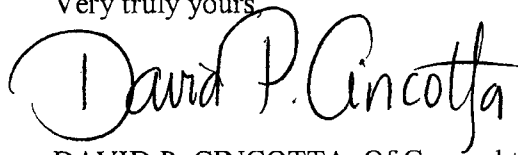
An application for the 179.1 legitimization is attached. I want to clarify AAU is submitting the Section 179.1 application only because there has not been a determination on our request of November 21. Only if you rule against AAU's position and your determination is not overruled on appeal, is the Section 179.1 application required by the University.

Scott Sanchez  
January 18, 2012  
Page 2

The property at issue is a fenced lot with large curb cut, used for over 20 years – and perhaps much longer – for vehicle storage. A fairly current picture of the site appears on page 89 of the Academy of Art University’s accepted IMP on file with the Planning Department. Aerial photographs dated May 2002, April 2007, April 2008, March 2009, March 2010 and March 2011, attached, clearly document the use as vehicle storage. It is obvious from photographs, both past and present, there could have been only one use for the property – vehicle storage. As you know, building permits typically document legal use. A building permit for the site was not issued because the principal use required no construction. Planning Code Section 171 requires a “Permit of Occupancy” to be issued only in cases in which a structure is erected, enlarged or structurally altered or where the use is proposed to be changed from a use first permitted in any district to a use that is more widely permitted by the use districts of the City. There has been no such change of use on the site of which AAU is aware that would have triggered this requirement for a building permit. Therefore the present use as vehicle storage is legal by virtue of its continuous use.

In support of the Section 179.1 application, we have also included other documents demonstrating active use of the site for a long period of time as vehicle storage: (1) AAU’s own lease for vehicle storage, dated December 2008; (2) a copy of an E-mail from the Planning Department that verifies vehicle storage, specifically for tour buses, conformed to the interim controls in effect in 2005; (3) aerial photographs dated from 2002 through 2011 that clearly show vehicle storage; (4) an affidavit from a neighboring property owner that confirms the use has been in continuous operation for over two decades; and (5) a lease between the property owner and S & C Ford that demonstrates the site was leased for vehicle storage by S&C from at least 1992 to 1998. On the basis of these facts, AAU believes that, should the existing use not be recognized as legal, it meets the standards to legalize set forth in Section 179.1.

Very truly yours,



DAVID P. CINCOTTA, Of Counsel to  
Jeffer Mangels Butler & Mitchell LLP

nrb

Enclosures

cc: Elisa Stephens  
Gayle J. Chann, Esq.  
King P. Yee

**APPLICATION for SECTION 179.1 Legitimization  
Eastern Neighborhood Amnesty Program  
121 Wisconsin Street  
Assessor's Block 3953/Lot 004**

Applicant: Academy of Art University

Contact: Bob Passmore, The Marchese Company, 415-567-9872, [rpassmo@marcheseco.com](mailto:rpassmo@marcheseco.com)

The subject property is a fenced lot with large curb cut, used for over 20 years – and perhaps much longer -- for vehicle storage. Currently it is used for parking Academy of Art University's buses. Accompanying property improvements include a small trailer, fence and lighting.

Prior to the current occupancy, the subject property was used by S & C Ford Motor Company. The auto dealership used this lot for the storage of their large commercial fleet and some "for sale" automobiles. Subsequent to S & C's departure from the neighborhood, the property was used to park tour buses until AAU leased the site.

The vehicle storage occupancy is verified and evidenced by current lease documents; letters from long standing commercial businesses in the area, and time shot aerial photos of the subject property. These documents are attached and part of the Amnesty application.

The property was formerly zoned M-2, Heavy Industrial District, under which the commercial vehicle storage yard was a permitted principal use. Under the Eastern Neighborhood Rezoning the site was reclassified to UMU, Urban Mixed Use District, which prohibits commercial storage yards.

We hereby request legitimization for the existing use under the Eastern Neighborhood Amnesty program established with this zoning plan.

This request for legitimization is consistent with the required findings set forth in Section 179.1(b)(2) of the Planning Code as follows:

**Eligibility**

The land use proposed for legitimization is deemed eligible if it meets the following criteria:

**(i) The land use exists as of the date of the application.**

*The following documentation verifies that the commercial vehicle storage lot exists at 121 Wisconsin Street as of the date of this application, on January 18, 2012; which is supported by the following documentation:*

- *Lease Agreement for commercial vehicle storage at 121 Wisconsin executed on December 4, 2008 Academy of Art University, which lease remains in effect on a month-to-month basis (ATTACHMENT 1).*

- (ii) The land use would have been principally permitted or permitted with conditional use authorization under provisions of the Planning Code that were effective on April 17, 2008;**

*Prior to the Eastern Neighborhood Rezoning, the subject property was located in City's M-2 Heavy Industrial District, which principally permits storage lots for commercial vehicles, under Section 223(t), which was in effect on April 17, 2008. The use was also permitted under the interim zoning controls applicable to this site, as demonstrated by the attached email from the Planning Department dated April 18, 2005 (ATTACHMENT 2).*

- (iii) The land use would not be permitted under current provisions of this Code;**

*The subject property is now zoned UMU, Urban Mixed Use District, which does not permit open storage yards under section 843.70 of the Planning Code.*

- (iv) The land use either has been (1) regularly operating or functioning on a continuous basis for no less than 2 years prior to the effective date of Planning Code Section 179.1, or (2) functioning in the space since at least April 17, 2008, and is associated with an organization, entity or enterprise which has been located in this space on a continuous basis for no less than 2 years prior to the effective date of this Section.**

*The following documentation verifies that the existing commercial vehicle storage lot has been functioning in the space since at least two years prior to the date of this legislation.*

- *Aerial photographs of the property dated May 23, 2002; April 27, 2007; March 25, 2009; April 30, 2009; March 14, 2010; and March 29, 2011 illustrate the continued use of the property for commercial vehicle storage (ATTACHMENT 3).*
- *Letter dated January 2012 from neighboring commercial business, Darren Welter (Flynn & Enslow) verifying the current occupancy of the site by Academy of Arts University and continued occupancy of the property for commercial vehicle storage over a 20 year period (ATTACHMENT 4).*
- *Amended Lease Agreement for commercial vehicle storage by S & C Ford at 121 Wisconsin extending an original lease dated July 10, 1992 thru August 31, 1998 (ATTACHMENT 5).*

- (v) The land use is not accessory to any other use.**

*The only use on the site is commercial vehicle parking. It is a principal use and not accessory to any other use.*

- (vi) The land use is not discontinued and abandoned pursuant to the provisions of Planning Code Section 183 that would otherwise apply to nonconforming uses.**

*The subject property has not been changed to a conforming use subsequent to the zoning change which made it nonconforming. It has not been vacated for a period of three years nor has there been a clear intent on the part of the owner to abandon a nonconforming use*

Supporting this application for legitimization are the eligibility documents required under Section 179.1, Legitimization of uses in the Eastern Neighborhoods.

- **Site Plan** identifying the site proposed for amnesty, illustrating the commercial vehicle storage yard occupancy;
- **Notification materials**, including a list of all property owners within 300 feet of the subject property and a list of all current occupants of the property
- **Evidence documenting the eligibility criteria** including:
  - Lease agreements,
  - Aerial photographs and
  - Letters from neighborhood businesses; and
- **Application Fee.** A check for \$588 for a Zoning Administrator Letter of Determination (the fee applicable to a Section 179.1 legitimization according to Planning Counter email dated January 17, 2012.

Based on project's demonstrated compliance with eligibility requirements and supporting documentation contained herein; we respectfully request that a Letter of Determination be issued for 121 Wisconsin Street under the Eastern Neighborhood Amnesty Program.



07/12/2011 15:54 4156616568

GOLDENSQUARECORP

PAGE 02

NOV-03-2008 16:16

COLDWELL-SAN FRANCISCO

4154521888

P.02

11/2008

# Commercial Lease

This lease is made between WINNER REALTY, INC.  
of 33683 Pacheco Drive, Fremont, CA 94535 herein called Lessor, and  
Academy of Art University of \_\_\_\_\_ herein called Lessee. Lessee hereby offers to lease from Lessor the  
premises situated in the City of San Francisco County of San Francisco  
State of California described as Block 3953, Lot 4  
121 Wisconsin Street, San Francisco, CA

upon the following TERMS and CONDITIONS:

2/21/2009 7 MONTHS

1. **Term and Rent.** Lessor demises the above premises for a term of 7 years, commencing NOV 15<sup>th</sup>  
20 08, and terminating on Oct 31<sup>st</sup> 20 09, or sooner as provided herein at the annual rental  
of seventy two thousand (\$ 72,000.00) payable in equal installments in advance on the first day  
of each month for that month's rental, during the term of this lease. All rental payments shall be made to Lessor, at the address  
specified above.

2. **Use.** Lessee shall use and occupy the premises for parking and storage of Academy of Art buses &  
be used for no other purpose. Lessor represents that the premises may lawfully be used for such purpose. Lessee shall not use related  
the premises for the purposes of storing, manufacturing or selling any explosives, flammables, or other inherently dangerous vehicles  
substance, chemical, thing, or device.

3. **Care and Maintenance of Premises.** Lessee acknowledges that the premises are in good order and repair, unless  
otherwise indicated herein. Lessee shall, at his own expense and at all times, maintain the premises in good and safe condition,  
including plate glass, electrical wiring, plumbing and heating installations and any other system or equipment upon the premises  
and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. ~~XXXX~~  
~~XXXX~~ Lessee shall  
lease the premises in its "as-is" condition, Lessee shall install  
any and all safety measures to protect its own property and personnels.

~~XXXX~~ Lessee shall also maintain in good condition such portions adjacent to the premises, such  
as sidewalks, driveways, lawns and shrubbery, which would otherwise be required to be maintained by Lessor.

4. **Alterations.** Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or  
improvements, in, to or about the premises.

5. **Ordinances and Statutes.** Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and  
federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the  
use thereof by Lessee. ~~XXXX~~ Lessee shall not use the premises in a manner ~~XXXX~~ that Lessor

6. **Assignment and Subletting.** Lessee shall not assign this lease or sublet any portion of the premises without prior written  
consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be any increase  
void and, at the option of the Lessor, may terminate this lease.

7. **Utilities.** All applications and connections for necessary utility services on the demised premises shall be made in the name  
of Lessee only, and Lessee shall be solely liable for utility charges as they become due, including those for sewer, water, gas,  
electricity, and telephone services. ~~XXXX~~

~~XXXX~~

~~XXXX~~

8. **Entry and Inspection.** Lessee shall permit Lessor or Lessor's agents to enter upon the premises at reasonable times and  
upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor at any time within sixty (60) days prior to  
the expiration of this lease, to place upon the premises any usual "To Let" or "For Lease" signs, and permit persons desiring to

ATTACHMENT # 1 p. 1 of 3



shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.

16. Security Deposit. Lessee shall deposit with Lessor on the signing of this lease the sum of six thousand (\$ 6,000.00) as security for the performance of Lessee's obligations under this lease, including without limitation the surrender of possession of the premises to Lessor as herein provided. If Lessor applies any part of the deposit to cure any default of Lessee, Lessee shall on demand deposit with Lessor the amount so applied so that Lessor shall have the full deposit on hand at all times during the term of this lease.

17. Tax Increase. In the event there is any increase during any year of the term of this lease in the City, County or State real estate taxes over and above the amount of such taxes assessed for the tax year during which the term of this lease commences, whether because of increased rate or valuation, Lessee shall pay to Lessor upon presentation of paid tax bills an amount equal to n/a% of the increase in taxes upon the land and building in which the leased premises are situated. In the event that such taxes are assessed for a tax year extending beyond the term of the lease, the obligation of Lessee shall be proportionate to the portion of the lease term included in such year. Lessee shall not be responsible for any increase

18. Common Area Expenses. In the event the demised premises are situated in a shopping center or in a commercial in property building in which there are common areas, Lessee agrees to pay his prorata share of maintenance, taxes, and insurance for the common area. taxes

19. Attorney's Fees. In case suit should be brought for recovery of the premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

20. Waiver. No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.

21. Notices. Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Lessee at the premises, or Lessor at the address specified above, or at such other places as may be designated by the parties from time to time.

22. Heirs, Assigns, Successors. This lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

23. Option to Renew. Provided that Lessee is not in default in the performance of this lease, Lessee shall have the option to renew the lease for an additional term of 36 months commencing at the expiration of the initial lease term. All of the terms and conditions of the lease shall apply during the renewal term except that the monthly rent shall be the sum of \$ fair market value. The option shall be exercised by written notice given to Lessor not less than 90 days prior to the expiration of the initial lease term. If notice is not given in the manner provided herein within the time specified, this option shall expire. but no less than the current rental w/ 10% increase

24. Subordination. This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.

25. Radon Gas Disclosure. As required by law, (Landlord) (Seller) makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Additional information regarding radon and radon testing may be obtained from your county public health unit.

26. Entire Agreement. The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this lease before the parties' execution hereof:

27. ~~Brokerage commission shall be under separate agreement~~

Signed this 4th ~~day~~ December, 2008

WINNER REALTY, INC.

Director: Mr Ng Hon Wah

Lessor:

WINNER REALTY, INC.

Director: Chou Mi Ching, Jeannie

Lessee: Maude L Week - VP FINANCE

Received Fax : Jul 12 2011 5:00PM  
Fax Station : HP LASERJET FAX  
ATTACHMENT # 1 P. 3 of 3

Yahoo! My Yahoo! Mail

Search the Web

Search

YAHOO! MAIL

Welcome, rwoo1998 [Sign Out, My Account]

Mail Home - Mail Tutorials - Help

YAHOO! PERSONALS



Winter Wonderland. Population: 2

Find My I

Mail | Addresses | Calendar | Notepad | What's New - Mail Upgrades - Mail Options

Check Mail

Compose

Search Mail

Search the Web

Rebuild credit with our MasterCard

Folders [Add - Edit]

Inbox (13)

Draft

Sent

Bulk (9) [Empty]

Trash [Empty]

My Folders [Hide]

Chat

Important folder

Real Estate Rel...

Songs and Pictures

Temp Folder

To be processed...

What's your Credit Score? See it FREE!

Get unlimited calls to U.S./Canada

Why Free Ringtones Pay? Get Yours Now!

Previous | Next | Back to Messages

Printable View - Full Headers

Delete | Reply | Forward | Spam | Move...

This message is not flagged. [ Flag Message - Mark as Unread ]

Subject: 121 Wisconsin @ 16th

To: rwoo1998@yahoo.com

From: "Johnny Jaramillo" <Johnny.Jaramillo@sfgov.org> Add to Address Book

Date: Mon, 18 Apr 2005 09:23:00 -0700

*Receipt*

Mr. Woo,

Thank you for your call regarding the use of 121 Wisconsin as a storage facility for tour buses. The proposed use conforms with the interim controls in effect for the area. If you have any questions, feel free to give me a call.

Thank you.

Johnny Jaramillo  
Planner  
Citywide Policy Analysis  
415.575.6818

Delete | Reply | Forward | Spam | Move...

Previous | Next | Back to Messages

Save Message Text

Check Mail

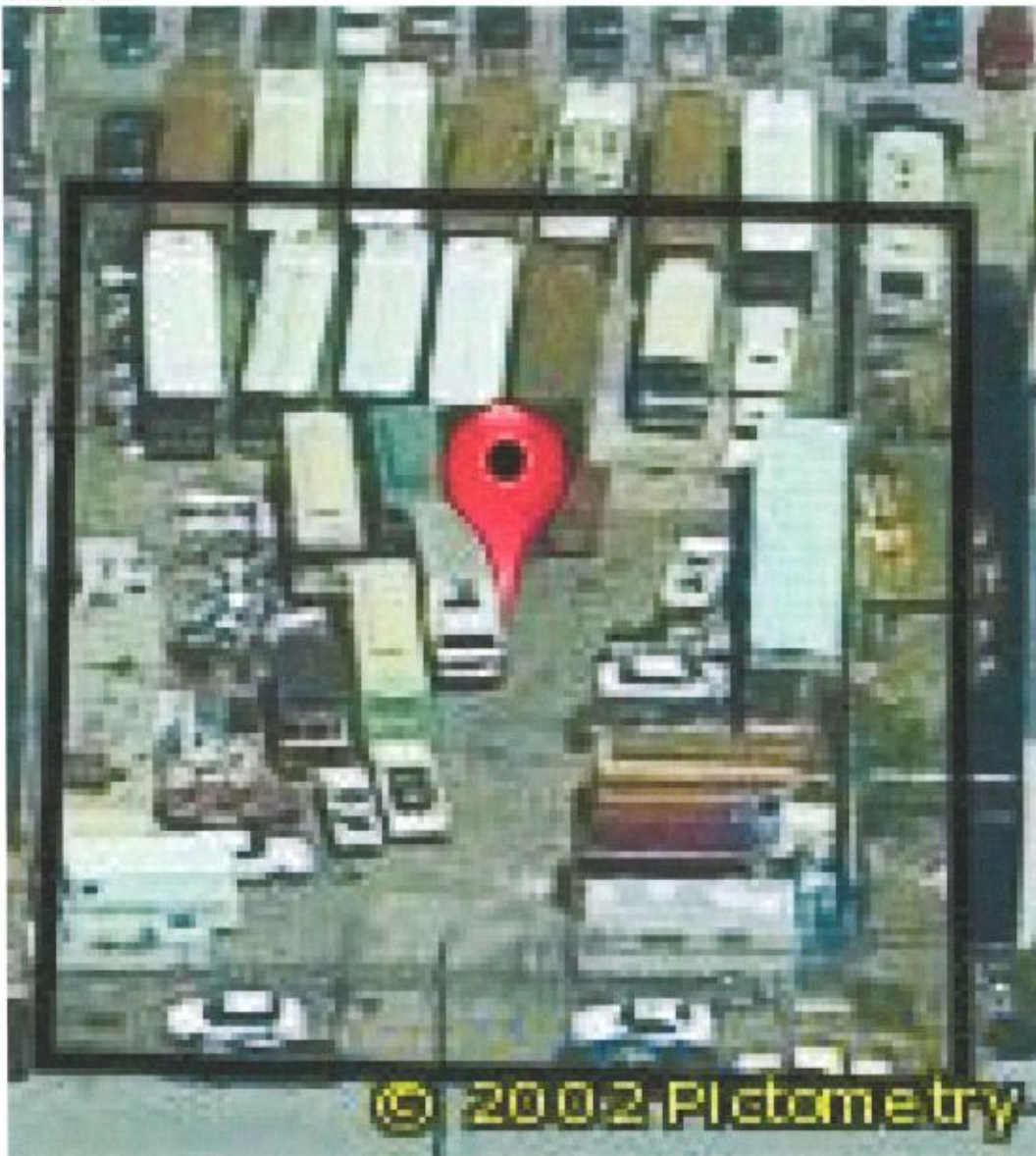
Compose

Search Mail

Search the Web

ATTACHMENT # 2

5/23/2002



ATTACHMENT # 3, p. 1 of 4

4/27/2007



3/25/2009



4/30/2008



ATTACHMENT # 3, P. 3 of 4

121 WISCONSIN STREET

3/29/2011



3/14/2010





January 2012

San Francisco Planning Department  
1650 Mission Street, Suite 400  
San Francisco, CA

RE: **121 Wisconsin Street**  
**Historic Use of Property**

Attn: Zoning Administrator

My name is Darren Welter and I have worked in the Portrero Hill neighborhood for Flynn & Enslow, at 1530 – 17<sup>th</sup> Street, for over 20 years. The rear door of our parcel and business operation abuts the subject property at 121 Wisconsin Street.

It is my experience over these past 20 years that 121 Wisconsin Street has been used continuously for commercial vehicle storage. Currently, the Art school is parking their buses on the lot and prior to that S & C Ford used the property for storing their commercial fleet in addition to some "for sale" vehicles. When S & C Ford moved out of the neighborhood there was ~~a brief time that~~ the parcel was for lease, and then the Academy moved onto the site.

We have not had any difficulties with the property being used for vehicle storage, as this neighborhood is industrial in character with all properties being used for commercial business operations. Generally, all the commercial businesses here are respectful and work together to keep up the neighborhood.

*\* never vacant  
a couple  
of years  
used for  
storage and  
maintenance  
for bus  
maintenance*



Darren Welter

Darren Welter  
Flynn & Enslow, Inc.  
PHONE: 415-863-5340  
FAX: 415-863-2635  
www.flynnenslow.com

ATTACHMENT #4

WINNER REALTY, INC.

832. Herlock Street  
San Carlos, California 94070  
Telephone (415) 593-1506

Lease Agreement Amendment

We, the United Industries, Inc. the lessor and S. C. Motors, Inc. the lessee are mutually agreeing the following amendments to the original lease agreement and its amendments for the property located at 121 Wisconsin Street, San Francisco, California:

1. TERM:

Further to extend the lease agreement for another four years in addition to the extended term of September 1, to August 31, 1994. The newly extended term will be terminated on August 31, 1998.

2. EARLY TERMINATION:

After August 31, 1994, either party - Lessor or Lessee shall have the right to early terminate the lease upon 180 days prior notice to other party. If the early termination initiated by the lessor, the lessor will compensate the lessee 50% of the fence re-inforcement installation cost. Lessee shall give the lessor a copy of fence contract's invoice. IF the early termination occurs after August 31, 1996, no compensation by lessor shall be liable.

3. All other terms, conditions and covenances in the original lease agreement and its amendments are remaining unchanged and in full effect and force.

4. Rent adjustment will be postponed another one year and will start on July 1, 1993.

5. This amendment serves as the integral part of the original lease agreement and its amendments.

The date of July 10, 1992, San Francisco, California

The United Industries, Inc.  
The Lessor

S & C Motors, Inc.  
The Lessee