



SAN FRANCISCO PLANNING DEPARTMENT

Letter of Determination

May 30, 2017

Ryen Motzek
Pristine Parking
391 29th Street #2
San Francisco, CA 94131

Record Number: 2017-000718ZAD
Site Address: 701 Valencia Street
Assessor's Block/Lot: 3589/098 and 099
Zoning District: Valencia Street NCT (Neighborhood Commercial Transit)
Staff Contact: Esmeralda Jardines, (415) 575-9144 or esmeralda.jardines@sfgov.org

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

Reception:
415.558.6378

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415.558.6409

Planning
Information:
415.558.6377

Dear Mr. Motzek:

This letter is in response to your request for a Letter of Determination regarding the property at 701 Valencia Street. This property is located in the Valencia Street Neighborhood Commercial Transit (NCT) Zoning District, Mission Alcohol Restricted Use District (RUD) and 55-X Height and Bulk District. The request seeks clarification on whether a proposal to convert an existing structure on the lot to a restaurant with on-premises beer/wine sales and indoor/outdoor eating/drinking area would comply with the Planning Code.

Per Planning Code Section 726.44, a Restaurant as defined in Planning Code Section 790.91 is a principally permitted use on the first story within the Valencia Street NCT. As such, the proposed conversion of the existing structure to a restaurant would be allowed as a principally permitted use on the subject property.

Per Planning Code Sections 249.60 and 781.8, a Restaurant use operating as a Bona Fide Eating Place, as defined in 790.142, shall be permitted to serve alcoholic beverages in the Mission Alcoholic Beverage Special Use District. Per Planning Code Section 790.91, required food sales (to qualify as a Bona Fide Eating Place) may be made from food made/sold in the renovated structure on the lot and/or food trucks on the lot. Further, alcohol sales may only be made at time when food is available on-site.

Per Planning Code Section 726.24, an Outdoor Activity Area as defined in Planning Code Section 790.70 is subject to the requirements of Planning Code Section 145.2 and is principally permitted if located outside a building and contiguous to the property line and conditionally permitted if located elsewhere on the lot. Given that the subject property is a corner lot and the proposed seating area is contiguous to the property lines, the proposed Outdoor Activity Area is a principally permitted use on the subject property.

Ryen Motzek
391 29th Street
San Francisco, CA 94131

May 30, 2017
Letter of Determination
701 Valencia Street

It should also be noted that while a Restaurant and Outdoor Activity Area are principally permitted uses, they require neighborhood notification pursuant to Planning Code Section 312 and the use must comply with the Operating Conditions outlined in Planning Code Section 703.5.

Your request notes that the parking lot is primarily used as accessory parking for customers of Cherin's Appliances on the adjacent lot at 727 Valencia Street (which is under the same ownership as the subject property); however, you have a rental agreement with Cherin's Appliance to provide general public parking on the site. Per Planning Code Section 726.56, Automobile Parking as defined in Planning Code Section 790.8 (which includes general public parking), is a conditionally permitted use within the Valencia Street NCT. While the existing accessory parking for customers of Cherin's Appliances is allowed as continuation of existing parking, general public parking requires a Conditional Use Authorization. As you know, the subject property currently has an active code enforcement case (Case No. 2017-000634ENF) for unauthorized general public parking. On April 12, 2017, Conditional Use Authorization Case No. 2017-004489CUA was submitted to legalize the use and allow general public parking when the lot is not being used as accessory parking for customers of Cherin's Appliances. This Conditional Use Authorization Application will be presented to the Planning Commission at a duly noticed public hearing. Please note that the Planning Department will not process permits for new uses on the subject property until active complaints have been properly addressed.

Please note that a Letter of Determination is a determination regarding the classification of uses and interpretation and applicability of the provisions of the Planning Code. This Letter of Determination is not a permit to commence any work or change occupancy. Permits from appropriate Departments must be secured before work is started or occupancy is changed.

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 this letter. 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: Property Owner
Neighborhood Groups
Esmeralda Jardines, Planner

LETTER OF DETERMINATION REQUEST

January 4th, 2017

Office of the Zoning Administrator
1650 Mission Street, Suite 400
San Francisco, CA 94103

R# 2017 - 000718ZAD

*CK# 406 \$ 664. -
R. SUCRE (SE)*

Site Address:	701 Valencia Street
Assessor's Block/Lot:	3589/099 + 098
Zoning District:	Valencia St, Neighborhood Comm. Transit

Dear Mr. Sanchez,

We are working in earnest with the property owner's of 701 Valencia Street, the Cherin Family and city staff Edgar Oropeza and Katie Skjerpig, to add a use to the Cherin family business parking lot. Per Mr. Oropeza's recommendation, we are seeking a Letter of Determination.

Our business, Pristine Parking, has held permits at the property to operate a parking service since 2013. As of last year, we have had two sublease tenants obtain TUAs to allow for their small businesses to sell organic ice cream and packaged juice on site from their food trucks. The community response has been tremendously positive.

Our next project is to improve the existing 450 square foot permanent structure located on the SE corner of the lot and adjoining frontage space that extends from the structure to 18th Street to compliment the adjacent TUA operation. The proposed use would be for a bonafide eating place within an indoor and outdoor eating and drinking space contained within the boundaries mentioned above, with the option to "extend the boundaries of consumption" to the entire 701

Valencia Street 3589/099 property. The “extended boundaries of consumption” will enable us to connect the eating place with the food truck operation. Hours of operation are subject to modifications, but we plan to have a seven day a week operation of the eating place, with limited outdoor hours and limited hours for “extended boundaries of consumption”. Please note, the parking lot would remain open for Cherin’s customer parking during business hours, and the extended boundaries would only occur when the parking lot is not being used for its primary use for Cherin’s customer parking.

We are aiming to design a community space that provides a staple affordable, high quality eating and gathering place that promotes active street life, while protecting the livability and viability of surrounding uses of the area. Our team is carefully considering how to design a space that fits the historic nature of the property, rehabs existing qualities and ways to introduce the right balance of landscape design.

~~We believe the added use will provide the potential for a strong “for profit business” that could allow us to invest in our mission of providing a space for non-profit activities, where by we work with local organizations to open the space and our resources up for community organizations at cost. Furthermore, we believe the added revenue stream would support our ability to satisfy a new lease agreement with Cherin’s, thereby helping a longtime local business profit.~~

PLEASE REVIEW THE FOLLOWING QUESTIONS AND ATTACHMENTS TO HELP US DETERMINE WHAT IS POSSIBLE AT THIS LOCATION:

1. Do you find the proposed added use to be in compliance with the Valencia Street Neighborhood Commercial Transit District (Section 726) and any other applicable Planning Code provisions?
2. We would like to incorporate on-site beer and wine consumption into the program for the site. We understand that, given the Mission Alcohol Restricted Use District (as defined in Section 249.6), in order to provide on-site beer and wine consumption, the use must be considered a Restaurant Use operating as a Bona Fide Eating Place as defined in Section 790.142. Is there the potential of including some food preparation in the 450 square foot permanent structure, while the food sold from food trucks would also contribute to the definition of a Bona Fide Eating Place? We understand this solution would likely include

conditions that limit on-site beer and wine consumption to those times when food trucks are on-site and open for business. If food trucks could not be considered to contribute to the definition of a Bona Fide Eating Place, we understand that the permanent structure would be required to, on its own, meet the definition of a Bona Fide Eating Place. Please advise on options we have for on-site beer and wine consumption given the restrictions of the Mission Alcohol Restricted Use District.

ATTACHMENTS

1. Proposed Site Map
2. Copy of current lease

I appreciate your assessment and have great respect for the challenges you face in these current times.

Sincerely,

Ryen Motzek, Owner
Pristine Parking

A handwritten signature in black ink, appearing to be 'Ryen Motzek', written in a cursive style.

PARKING LOT RENTAL AGREEMENT

This parking lot rental agreement ("Rental Agreement") is entered into by and between Cherin's Appliance, Inc., a California corporation, ("Landlord") and Pristine Parking, Inc. a California corporation, ("Tenant") at San Francisco, California as of November 1, 2013.

RECITALS

A. Landlord is the owner of that certain property situated at 701 Valencia Street, San Francisco, California, presently utilized as a paved parking lot (hereinafter the "Property");

B. Tenant wishes to provide and operate short-term parking facilities for the customers of Tenant's nearby restaurant (the "Parking Facilities");

C. Tenant wishes to Agreement the Property, and Landlord wishes to let the Property, for the purpose of operating the Parking Facilities in accordance with the terms and conditions of this Agreement.

AGREEMENT

1. Term. The term of this Rental Agreement shall be month-to-month commencing November 1, 2013.

2. Rent. Rent for the Property shall be \$5000.00 per month, payable on the first day of each month beginning November 1, 2013. Rent shall be payable at 727 Valencia Street, San Francisco, CA, 94110

3. Interest/Service Charge. Tenant shall pay Landlord a service charge of Ten Percent (10%) of the amount due for all monthly rent payments not paid by the fifth (5th) day of the month for which they are payable. The service charge is imposed upon Tenant in an effort to reimburse Landlord for the inconvenience of handling, receiving and collecting delinquent payments.

4. Permitted Uses. The Property shall be used by Tenant only for purposes of operating a commercial parking lot, subject to the Terms of Operation set forth in Exhibit A (as may be amended by the parties from time to time), and for no other use or purpose without the Landlord's prior written consent, which shall be granted or withheld in Landlord's sole and subjective discretion. The Tenant shall comply with all laws, ordinances, codes and regulations regarding the Property and the permitted uses upon the Property.

5. Operating Expenses. Tenant agrees to pay all expenses associated with the holding and operating the Property and the Parking Facilities, including insurance, attendant's salary, general maintenance and trash removal during Tenant's hours of operation, and other charges imposed by law or against the Property as a result of Tenant's operation of the Parking Facilities thereon.

6. Permits. Tenant will apply for, pay for and keep current all permits and licenses required for the lawful operation of the Parking Facilities. Tenant shall provide copies of all applicable permits to Landlord within two (2) business days of written request.

7. Improvements. All improvements to the Property shall be constructed only with the Landlord's written approval and at Tenant's sole cost and expense. Any improvements made by Tenant shall comply with local laws, ordinances, city council resolutions and building codes. The construction of all improvement to the Property shall be done by Tenant in a workmanlike manner in

accordance with industry standards using quality grade materials, and shall comply with all laws, Ordinances, Codes and Regulations governing the Property and the construction of the improvements. Tenant shall pay all contractors, materialmen and laborers for the improvements and shall not allow any mechanic's lien to arise which is not removed or bonded over within sixty (60) days of filing. All improvements to the Property shall remain upon the Property and shall become the Landlord's property upon the expiration or termination of this Agreement, except for trade fixtures, including any attendant facility, which may be removed by Tenant provided Tenant is not in default of the Agreement and provided any damage to the Property or the improvements are adequately repaired.

8. Insurance. Tenant shall procure and maintain throughout the Term an insurance policy, at its sole cost and expense, insuring Tenant against all claims, demands or actions arising out of or in connection with Tenant's use or occupancy of the Property or the condition of the Property (the "Policy"). The amount of insurance shall be a minimum amount of \$1,000,000.00 and will be bound with an insurance carrier reasonably acceptable to the Landlord. Landlord and its principals, Donald Cherin and Martin Cherin, shall be named as an additional insured's and all Policies shall provide that the Landlord will receive notice of cancellation at least thirty (30) days prior to any cancellation and/or expiration of such Policies. Tenant shall provide proof of insurance on file with the Landlord at all times. If these provisions are not met, the Landlord shall be entitled, but shall not be required, to obtain such insurance at the cost of Tenant, which shall be paid by Tenant within ten (10) days after the Landlord gives Tenant notice. Any premium remaining unreimbursed to Landlord after said ten day period shall bear interest at eighteen percent (18%) per annum. Failure to maintain insurance shall be an Event of Default (as hereinafter defined).

9. Deleted

10. Maintenance and Repair Obligations. The Landlord, at its own expense, shall properly maintain and keep the Property and all improvements not the property of Tenant in good order, condition and repair. Tenant shall have no obligation for repairs, maintenance or improvement to the Property, except as to improvement installed or owned by Tenant and as to damages caused by Tenant's negligence or intentional wrongful acts. Should Landlord fail to perform its maintenance responsibilities under this Section 10, and such failure adversely affects Tenant's operation of the Parking Facilities, Tenant, may, at its option take such actions as the Tenant may deem necessary to remedy the noncompliance, and shall be allowed to deduct the costs of such actions from Tenant's Rent or request reimbursement from Landlord, within ten (10) days of written demand, for all such costs incurred.

11. Tenant Indemnity. Tenant shall indemnify, defend, and hold the Landlord harmless from and against any and all claims, actions, liability, costs, expenses and damages of every kind and nature, including reasonable attorney's fees, arising from (i) the Tenant's use and occupancy of the Property, (ii) any breach or default by the Tenant under the provisions of this Agreement, or (iii) from any act, omission, or negligence on or about the Property by the Tenant, its agents, contractors, employees, licensees, customers or business invitees. In case of any action or proceeding brought against the Landlord by reason of such claim, the Tenant at Landlord's option, shall defend such action or proceeding by counsel reasonably satisfactory to Landlord.

12. Landlord's Indemnity. The Landlord shall indemnify, defend, and hold the Tenant harmless from and against any and all claims, actions, liability, costs, expenses and damages of every kind and nature, including reasonable attorney's fees arising from (i) any breach or default by Landlord under the provisions of the Agreement, (ii) from any act, omission, or negligence on or about the Property by the Landlord, its agents, contractors, or employees. In case of any action or proceeding brought against the Tenant by reason of such claim, the Landlord, at Tenant's option, shall defend such action or proceeding by counsel reasonably satisfactory to Tenant.

13. Deleted

14. **Landlord Assignment.** The Landlord shall be entitled to assign its rights under this Agreement, and any sale or Agreement of the Property by Landlord to a third party shall be "subject to" Tenant's rights under this Agreement, except as otherwise set forth in this Agreement.

15. **Access.** Landlord and Landlord's authorized representatives shall have the right, upon reasonable notice, to enter upon the Property during all business hours for the purpose of inspecting the same or of making repairs, additions or alterations which the Tenant has failed to perform or which Landlord deems advisable. Landlord shall not be liable to Tenant in any manner for any expense, loss or damage by reason of such entry, nor shall the exercise of such right be deemed an eviction or disturbance of Tenant's use or possession.

16. **Events of Default.** The following events shall be deemed to be events of default by Tenant under this Agreement ("Event of Default"):

(a) Tenant shall have failed to pay any installment of rent or any other charge provided herein, or any portion thereof, within ten (10) days after the same shall be due and payable;

(b) Tenant shall have failed to comply with any other provisions of this agreement and shall not cure such failure within thirty (30) days after Landlord, by written notice, has informed Tenant of such noncompliance. In the case of a default which cannot with due diligence be cured within a period of thirty (30) days, Tenant shall have such additional time to cure same as may be reasonably necessary, provided Tenant proceeds promptly and with due diligence to cure such default after receipt of said notice;

(c) Tenant files a petition for relief pursuant to the bankruptcy or insolvency laws of the United States or of any state.

(d) Tenant shall abandon the Property.

17. **Notice of Default.** In the event of a default pursuant to Section 22 (c) and 22 (d) above, Landlord may, by serving three (3) days written notice upon Tenant, elect either to (a) cancel and terminate this Agreement, or (b) terminate Tenant's right to possession only without terminating this Agreement. If Landlord gives Tenant notice of Tenant's default and/or delivers to Tenant a Notice of Demand for Payment or Possession pursuant to the applicable statute (either of which shall hereinafter be referred to as a "Notice of Default"), the Notice of Default will not constitute an election to terminate the Agreement unless Landlord expressly state in the Notice of Default that it is exercising its right to terminate the Agreement.

18. **Landlord's Right to Cure.** In the event of any default hereunder by Tenant, Landlord may immediately or at any time thereafter, without notice to Landlord, cure such default for the account and at the expense of the Tenant. If Landlord at any time by reason of such default is compelled to pay or elects to pay any sum of money or do any act which will require the payment of any sum of money, or is compelled to incur any expense, including reasonable attorney's fees, the sum or sums so paid by Landlord, with interest thereon at the rate of eighteen percent (18%) per annum from the date of payment thereof shall be deemed to be due from Tenant to Landlord on demand.

19. **Surrender of Possession.** Upon the expiration or termination of this Agreement, whether by lapse of time or otherwise, Tenant shall surrender the Property in good condition and repair, reasonable wear and tear excepted.

20. Holdover Tenant. In the event Tenant remains in possession of the Property after the expiration of the tenancy created hereunder with the consent of Landlord and without exercise of an option to renew or execution of a new Agreement, it shall be deemed to be occupying the Property as a Tenant from month to month, at two times the previous rent, subject to all the other conditions, provisions and obligations of the Agreement insofar as the same are applicable to a month-to-month tenancy.

21. Deleted

22. Right of First Refusal for New Agreement. Upon termination of the Agreement, including all Option Terms, or at any time prior thereto, Tenant may make an offer to Landlord of terms for a new Agreement for the Property. If, at any time during the term of this Agreement, and for a period of ninety (90) days thereafter, Landlord receives one or more offers from one or more third parties of terms for the leasing of the Property after termination of this Agreement, Landlord shall forthwith communicate the terms of such any such offer as Landlord wishes to accept, and Tenant shall have a period of ten (10) days to provide notice to Landlord that it agrees to accept a new Agreement for the Property upon the same terms as stated in the offer. In the event that Tenant so accepts, Landlord shall be obligated to grant Tenant a new Agreement for the Property on such terms. The right of first refusal may only be exercised if the Tenant is not in default under the terms of this Agreement at the time the right is exercised.

23. Miscellaneous Provisions.

(a) Writing Required. No waiver, change, amendment, modification, cancellation, or discharge of any provision of this Agreement, or any part hereof, will be valid unless in writing and signed by the parties hereto.

(b) Notices. All notices, demands, and requests given or required to be given hereunder shall be in writing and shall be deemed to have been properly given when delivered in person or by overnight or similar courier service, or sent by tested telex, telegram, or telecopier or five (5) days after having been deposited in any post office, branch post office, or mail depository regularly maintained by the U.S. Postal Service and sent by U.S. registered or certified mail, postage prepaid, addressed as follows:

TO LANDLORD:

Cherin's Appliance, Inc.
727 Valencia Street
San Francisco, CA 94110
415 864-2111

TO TENANT:

Pristine Parking, Inc.
Attn: Ryen Motzek
391 29th Street # 2
San Francisco, CA 94131
415 550-2393

or addressed to each respective party at such other address as such party may hereafter furnish to the other parties in writing. Notice given by counsel to a party shall be deemed to be notice from such party.

(c) **Applicable Law.** This Agreement shall be governed by the laws of the State of California.

(d) **Counterparts.** This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

(e) **Time is of the Essence.** Time is of the essence in all matters concerning this Agreement.

(f) **Attorneys Fees.** In the event of any dispute between the parties concerning this Agreement, or in the event of any action to enforce this agreement or to collect damages on account of any breach of the obligations provided for herein, the prevailing party shall be entitled to recover from the other party, all costs and expenses, including reasonable attorneys' fees, incurred in such litigation as well as all additional costs of collecting any judgment rendered in such action. The term "prevailing party" shall mean the party who receives substantially the relief requested, whether by settlement, dismissal, summary judgment, judgment, or otherwise.

(g) **No Other Relationship.** Nothing contained herein shall be deemed or construed by anyone as creating the relationship of principal and agent, partnership, or joint venture between the parties hereto.

(h) **Cumulative Remedies.** The various rights and remedies contained herein shall not be considered as exclusive of any other right or remedy, but shall be cumulative and in addition to every other remedy now or hereafter existing at law, in equity, or by statute.

(i) **Nonwaiver.** No delay or omission of the right to exercise any power by either party shall impair any such right or power, or shall be construed as a waiver of any default or as acquiescence therein. One or more waivers of any covenant, term or condition of this Agreement by either party shall not constitute a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by either party to any act by the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent or approval of any subsequent similar act.

(j) **Entire Agreement/Merger.** This Agreement represents the entire and only agreement between the parties with respect to the subject matter covered herein, and no oral statement or representation not contained herein shall be of any force or effect between the parties. All negotiations, considerations, representations and understandings between the parties are incorporated and merged herein. This Agreement may be modified or altered only by the parties' written agreement.

(k) **Binding Effect.** The covenants, agreements and obligations herein contained shall extend to, bind and inure to the benefit of the parties hereto, as well as their respective personal representatives, heirs, successors and assigns.

(l) **Acceptance of Rent.** No payment by Tenant or receipt by Landlord of a lesser amount than the amount then due under this agreement shall be deemed to be other than on account of the earliest portion due. Landlord may accept such payment without prejudice to Landlord's right to recover the balance due or to pursue any other remedy provided in this agreement.

(m) **Severability.** Unenforceability of any provision contained in this Agreement shall not affect or impair the validity of any other provision of this agreement.

(n) **Tenant Status.** Tenant represents that it is a corporation in good standing in the State of California, as indicated in the introductory paragraph of this Agreement, is duly qualified to do business in California and that it is authorized to execute and perform this Agreement.

(o) Landlord Status. Landlord represents and warrants that it is entitled to enter into this Rental Agreement as, Donald A. Cherin as Trustee of the Donald A. Cherin Revocable Trust dated January 15, 2008 and Martin S. Cherin, as Landlords.

(p) Tenant 1) accepts the premises "as is" "where is" without any warranty by landlord, express or implied; 2) acknowledges that landlord disclaims any warranty of condition or fitness for any particular purpose or use, habitability, merchantability, tenantability, and any statutory warranty (other than any warranty of title expressly provided under this Rental Agreement) and 3) releases landlord and waives all claims, whether known or unknown, contingent or otherwise, arising out of or in connection with the condition or use of the premises now or in the future, and any adverse impact or damage resulting therefrom (including any claim under any law or theory for the protection of the environment, human health or safety).

(q) Any dispute concerning the enforcement or interpretation of this contract, whether based on contract, tort, fraud, misrepresentation, or other legal theory, shall be resolved by arbitration before a single arbitrator under the commercial rules of the American Arbitration Association at San Francisco. The decision and award of the arbitrator will be final and binding and may be entered in any court having jurisdiction. Each party shall pay its own attorneys' fees associated with the arbitration, and will initially pay the other costs and expenses of the arbitration as the rules of the American Arbitration Association provide, provided that the arbitrator shall award arbitration, expert witness, and attorney fees and costs to the prevailing party. In the event one party files a court action alleging claims subject to this section, and the other party successfully stays the court action or compels arbitration of the claims, or both, the party filing the court action will pay the other's costs and expenses relating to the court action, including attorney fees.

IN WITNESS WHERE OF, the parties acknowledge and agree to the terms and conditions above stated by signing below on this date.

Dated: 11/1/13

Cherin's Appliance, Inc.

By: Martin S. Cherin
Martin S. Cherin, President

Dated: 11/1/13

Pristine Parking, Inc

By: Ryen Motzek
Ryen Motzek, President

Dated: 11/1/13

Approved:

Donald A. Cherin as Trustee of the Donald A. Cherin Revocable Trust dated January 15, 2008

Donald A. Cherin
Donald A. Cherin, Trustee

Martin S. Cherin
Martin S. Cherin

EXHIBIT A

TERMS OF OPERATION

Hours of Use of Property by Tenant:

Tenant may operate the Parking Facilities Monday through Saturday from 5:30 p.m. through 1:00 a.m. and Sunday from 10 a.m. to 1 a.m., and Sundays for the entire day through 12:00 a.m. Monday ("Hours of Use"); It shall be the responsibility of Tenant to clear the Property of all automobiles no later than 6:00 a.m. on any day from Monday through Sunday.

Exceptions:

On no more than two (2) separate days per calendar month, Monday through Sunday, Tenant may maintain one (1) automobile on the Property for a period beyond 6:00 a.m. to accommodate customer emergencies or other unforeseen events.

Landlord's Use of Property:

Landlord shall deliver the Property to Tenant during the Hours of Use clear of all automobiles. Exceptions to the foregoing include: Upon twenty four (24) hour notice, Landlord may utilize the Property for staff parking during the Operating Hours for sales meetings, no more than four (4) times per calendar month. In addition, Tenant is informed that a residential tenant of Landlord has permission to utilize one parking space on the Property, and Tenant agrees to accommodate such use by maintaining said space vacant of customer's automobiles, and by making the space accessible for ingress and egress during the Hours of Operation.

Attendant's Station

Included in the Rent hereunder, Landlord shall allow space to Tenant for maintenance of a desk for use by parking attendants during the Hours of Operation in the garage space adjacent to the Property.

Dated: November 1, 2013

Landlord:



Cherin's Appliance, Inc
By: Donald Cherin

Tenant:



Pristine Parking, Inc
By: Ryen Motzek, President

FIRST ADDENDUM TO PARKING LOT RENTAL AGREEMENT

That certain parking lot rental agreement ("Rental Agreement") entered into by and between Cherin's Appliance, Inc., a California corporation ("Landlord") and Pristine Parking, Inc. a California ("Tenant") as of November 1, 2013 is hereby amended effective December 16, 2013 as follows:

1. The monthly rental stated in Paragraph 2 thereof is hereby reduced from \$5,000 per month to \$800 per month in addition to the rent specified in Paragraph 2 below.

2. Tenant shall be entitled to exclusive use, as part of the Property subject to the Rental Agreement, the garage/shed comprised of approximately 500 square feet located in and on the Property at the rate of \$2,200 per month.

3. Tenant may affix signage identifying Pristine Parking as the operator of the parking lot, provided that Tenant first obtain Landlord's written approval of the design, materials, copy, and method of attachment of any proposed sign.

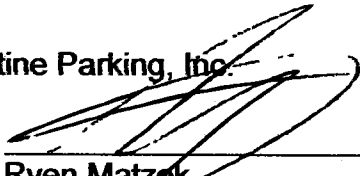
Except as expressly provided herein, the terms and conditions of the Rental Agreement shall remain unchanged and in full force and effect.

December 13, 2013

Cherin's Appliance, Inc.

By: _____
Martin S. Cherin

Pristine Parking, Inc.

By:  _____
Ryen Matzek

SECOND AMENDMENT TO PARKING LOT RENTAL AGREEMENT

That certain Parking Lot Rental Agreement between Cherin's **Appliance, Inc.**, a California corporation, and **Pristine Parking, Inc.**, a California corporation entered into at San Francisco, California as of November 1, 2013, as amended by the First Addendum thereto dated December 13, 2013, copies of which are attached hereto and incorporated herein ("Lease"), is hereby amended as follows:

Term: The term of the Lease shall be extended to June 30, 2015, after which term the Lease may be terminated by either party on 30-days written notice.

Rent: Rent shall be \$2,000 per month beginning July 1, 2014.

All other provisions of the Lease shall remain unchanged and in full force and effect.

Dated: As of June 25, 2014


LESSOR

Cherin's Appliance, Inc.

By: 
Martin S. Cherin, President

LESSEE

Pristine Parking, Inc.

By: 
Ryan Motzek, President

OWNER

Approved:

Donald A. Cherin, as Trustee of the
Donald A. Cherin Revocable Trust dated
January 15, 2008


Donald A. Cherin, Trustee

Approved:


Martin S. Cherin

FOURTH AMENDMENT TO PARKING LOT RENTAL AGREEMENT

That certain Parking Lot Rental Agreement between Cherin's Appliance, Inc., a California Corporation, and Pristine Parking, Inc., a California corporation entered into at San Francisco, California as of November 1st, 2014, as amended by the First Addendum thereto dated December 13th, 2013, the Second Addendum thereto dated June 25th, 2014, and the Third Addendum thereto dated February 17th, 2016 copies of which are attached hereto and incorporated herein ("Lease"), is hereby amended as follows:

Term: The term of the Lease shall be extended to February 28, 2017, after which term the Lease may be terminated by either party on 30-days written notice.

Rent shall be \$2,000 per month, beginning December 1st, 2016

All other provisions of the lease shall remain unchanged and in full force and effect

Dated: As November 22, 2016

LESSOR

Cherin's Appliance, Inc.

By: 
Martin S. Cherin, President

LESSEE

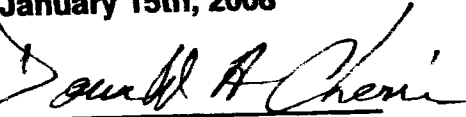
Pristine Parking, Inc.

By: 
Ryen Motzek, President

OWNER

Approved:

Donald A. Cherin, as trustee of the
Donald A. Cherin's Revocable trust dated
January 15th, 2008

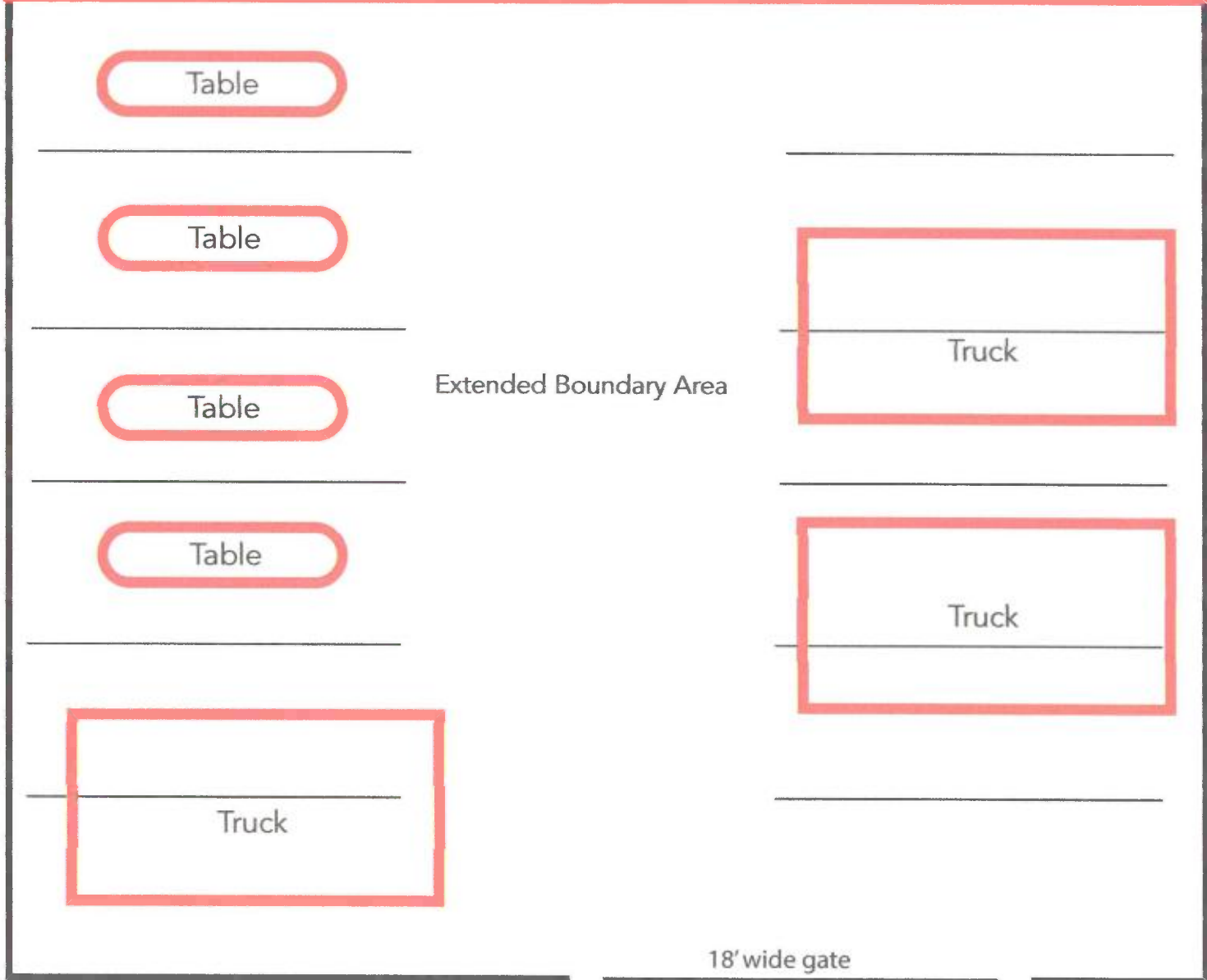

Donald A. Cherin, Trustee

Approved:


Martin S. Cherin



18th Street 77'



*site map not final, for illustration purposes only