FEDERAL BUREAU OF INVESTIGATION
FOI/PA
DELETED PAGE INFORMATION SHEET
FOI/PA# 1358627-0

Total Deleted Page(s) = 67
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FD-340 (Rev. 4-11-03)

1A(2)

File Number 194 B- SF- 137418

Field Office Acquiring Evidence SAN FRANCISCO

Serial # of Originating Document 28

Date Received 09/30/2005

From _____
(Name of Contributor/Interviewee)

_____
(Address)

_____
(City and State)

By SA [redacted] b6 b7C

To Be Returned ☐ Yes ☒ No

Receipt Given ☐ Yes ☒ No

Grand Jury Material - Disseminate Only Pursuant to Rule 6 (e) Federal Rules of Criminal Procedure

☐ Yes ☒ No

Federal Taxpayer Information (FTI)

☐ Yes ☒ No

Title: ROSS PAK

Reference: FD-302, dated 9/30/05, by SA [redacted] b6 b7C
(Communication Enclosing Material)

Description: ☐ Original notes re interview of

photos of 712 Sandy Brook Ct.
Rodeo, CA
09/30/2005

712
706

712 ~~Stony~~ Jon Sandy Brook Ct.
Rodeo, CA

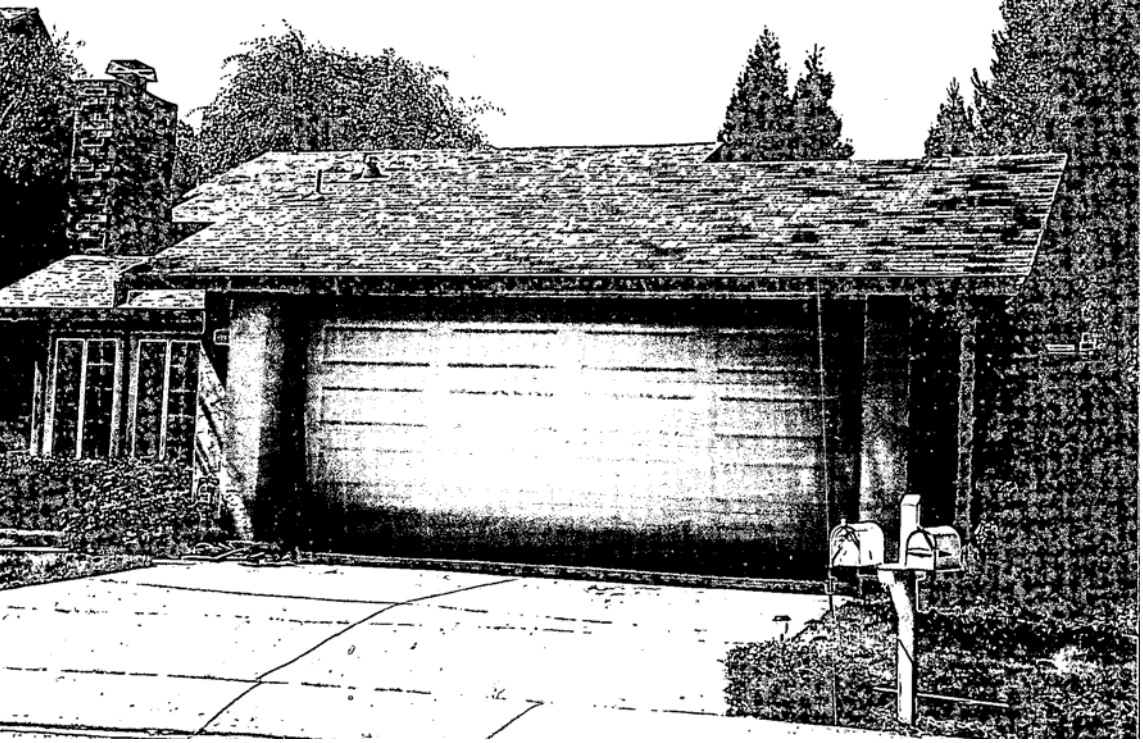
08/30/2005

152 1A 012 NNNANNNN SF Western Regional
Color Lab

SA [redacted]

b6
b7C

194B-SF-137418-1A(2)



712 Sandy Brook Ct.
Rodeo, CA
08/30/2005

152 ZA UIU NNNANNNN SF Western Regional
Color Lab

SA [redacted]

b6
b7C

1948-SF-137418-1A(2)

FD-340 (Rev. 4-11-03)

File Number 194B-SF-137418 1A(3)

Field Office Acquiring Evidence SAN FRANCISCO

Serial # of Originating Document 29

Date Received 08/30/2005

From _____
(Name of Contributor/Interviewee)

_____
(Address)

_____
(City and State)

By SA CHRIS [redacted] b6 b7C

To Be Returned ☐ Yes ☒ No

Receipt Given ☐ Yes ☒ No

Grand Jury Material - Disseminate Only Pursuant to Rule 6 (e) Federal Rules of Criminal Procedure

☐ Yes ☒ No

Federal Taxpayer Information (FTI)

☐ Yes ☒ No

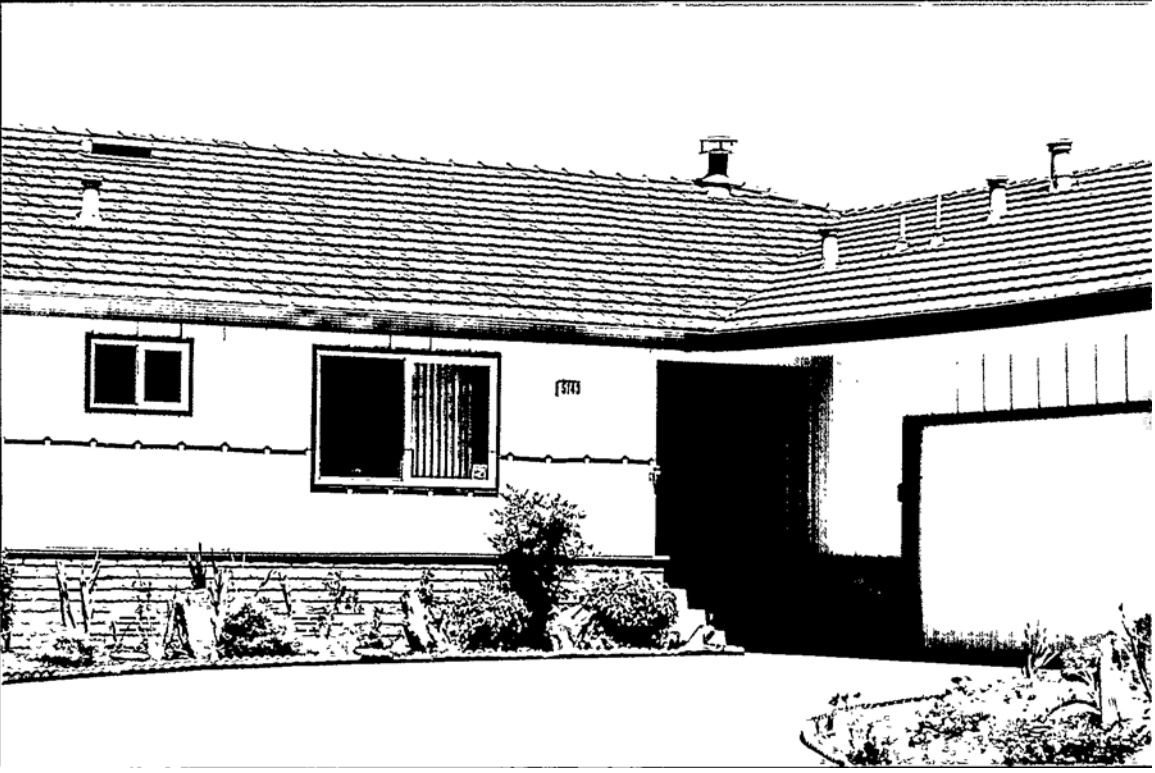
Title: ROSS PAK

Reference: FD-302 dated 8/30/05, by SA [redacted] b6 b7C
(Communication Enclosing Material)

Description: ☐ Original notes re interview of

photos of 5143 Saddlebrook Court
Oakland, CA

194B-SF-137418-1A(3)



5143 Saddle Brook Ct
Oakland, CA

08/30/2005

b6
b7C

SA [redacted]

194B-SF-137418-1A(3)

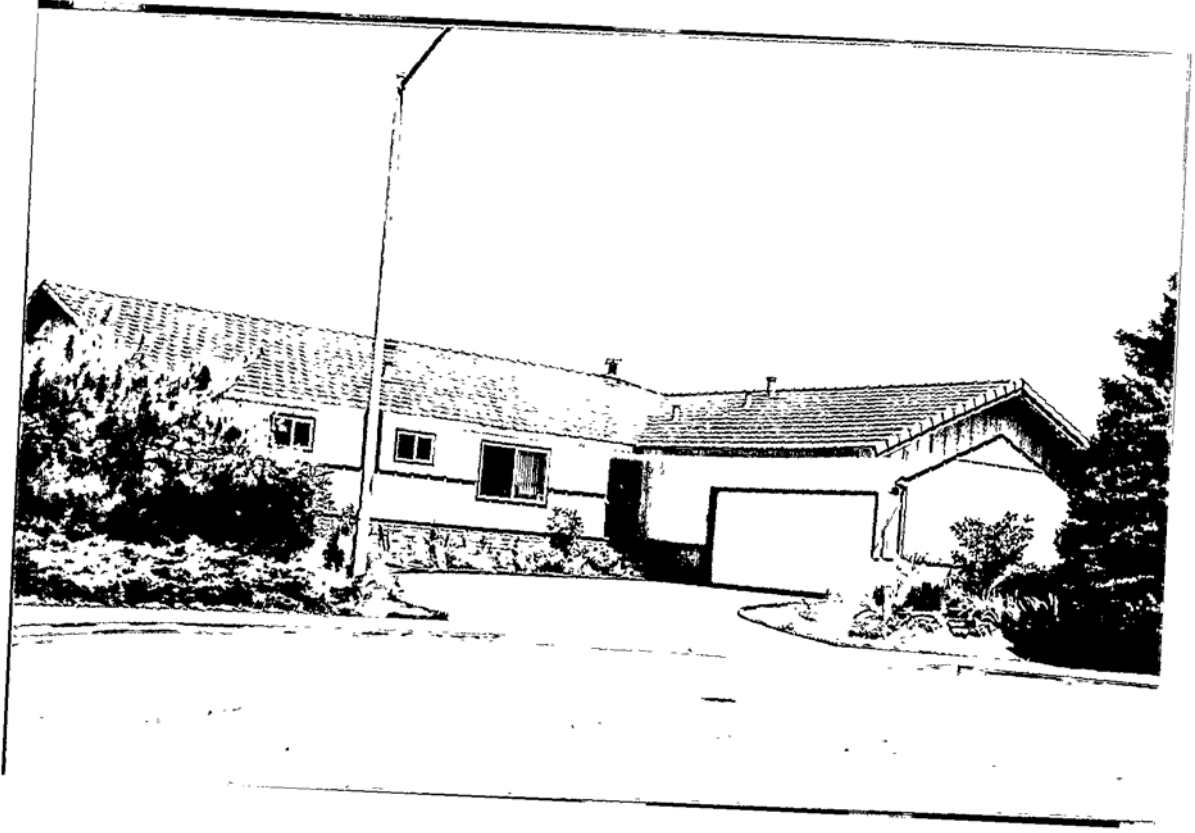
5143 Saddle Brook Ct
Oakland, CA
08/30/2005

152 6A 002 NNNANNNN 5F Western Regional
Color Lab

b6
b7C

[redacted]

194B-SF-137418-1A(3)



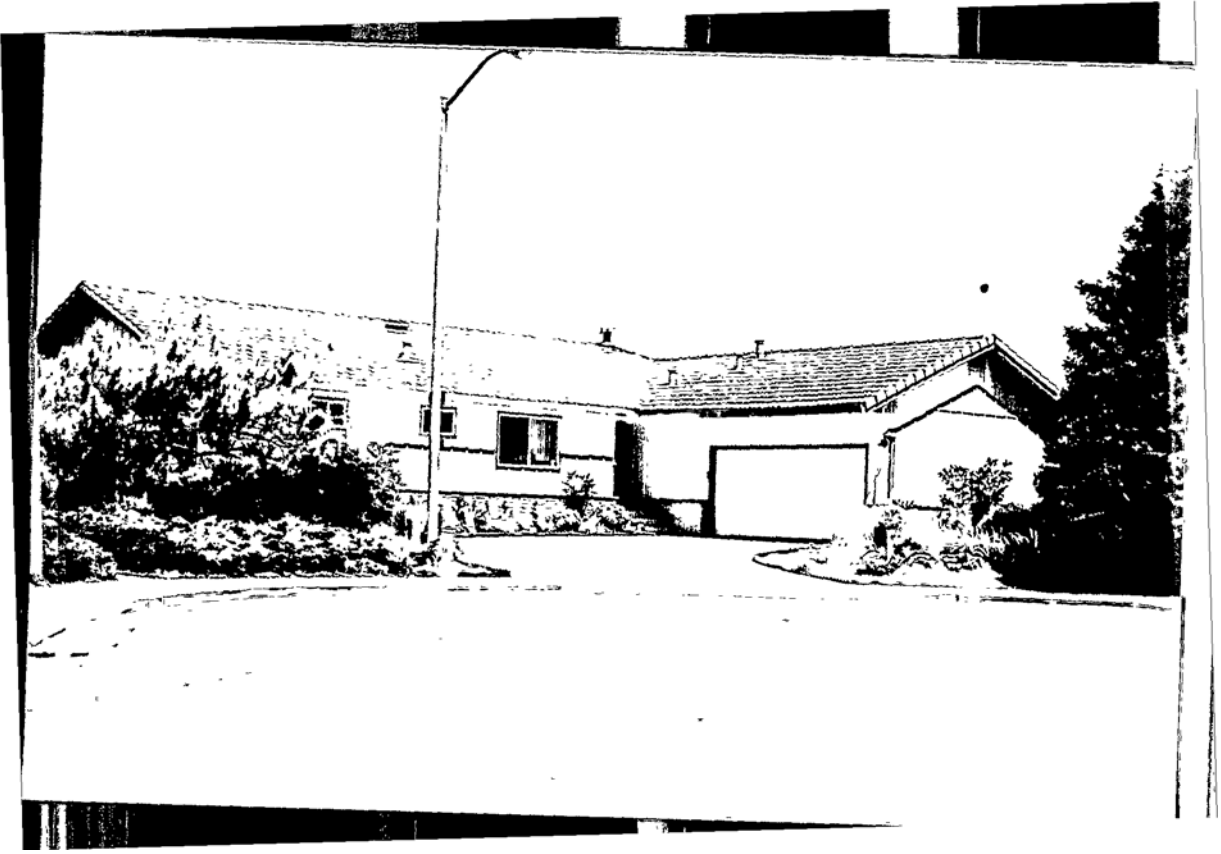
5143 Saddle Brook Ct.
Oakland, CA
08/30/2005

SA [redacted]

b6
b7C

152 4A UU6 NNNANNNN SF Western Regional
Color Lab

194B-SF-137418-1A(3)



5143 Saddle Brook Ct
Oakland, CA

08/30/2005

SA [redacted]

b6
b7C

194B-SF-137418-1A(3)

FD-340 (Rev. 4-11-03)

File Number 194B-SF-137418 1A (4)

Field Office Acquiring Evidence San Francisco

Serial # of Originating Document 37

Date Received 10/20/05

From _____
(Name of Contributor/Interviewee)

_____
(Address)

_____
(City and State)

By SA [redacted] b6 b7C

To Be Returned ☐ Yes ☒ No

Receipt Given ☐ Yes ☒ No

Grand Jury Material - Disseminate Only Pursuant to Rule 6 (e) Federal Rules of Criminal Procedure

☐ Yes ☒ No

Federal Taxpayer Information (FTI)

☐ Yes ☒ No

Title: Rose Fax

Reference: _____
(Communication Enclosing Material)

Description: ☒ Original notes re interview of [redacted] b6 b7C

10/20/2005

194B-SF-137418-1A(4)

1948-SF-137418-11 (4)

b6
b7C

[redacted]

Motion File
6th Flr
Reads Ctr.

[redacted]

b6
b7C

project

FEDERAL BUREAU OF INVESTIGATION
FOI/PA
DELETED PAGE INFORMATION SHEET
FOI/PA# 1358627-0

Total Deleted Page(s) = 134
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Page 35 ~ b6; b7C;
Page 36 ~ b6; b7C;
Page 37 ~ b6; b7C;
Page 38 ~ b6; b7C;
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Page 40 ~ b6; b7C;
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Page 46 ~ b6; b7C;
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Page 112 ~ b3; b6; b7C;
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Page 123 ~ b3; b6; b7C;
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Page 357 ~ b6; b7C;
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Page 359 ~ b6; b7C;
Page 360 ~ b6; b7C;
Page 361 ~ b6; b7C;
Page 362 ~ b6; b7C;
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Page 461 ~ Referral/Direct;

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(Rev. 01-31-2003)

FEDERAL BUREAU OF INVESTIGATION

Precedence: ROUTINE **Date:** 12/30/2004

To: San Francisco **Attn:** Squad 14F

From: San Francisco
Squad 14f
Contact: SA [redacted] jcm

1.24 05
A.S.

b6
b7C

Approved By: [redacted]

Drafted By: [redacted] jcm

O+A [redacted]

Case ID #: 194B-SF-NEW (Pending)

Title: ROSE PAK, LOBBYIST,
CHINESE CHAMBER OF COMMERCE;
BRIDGEVIEW CONDOMINIUM CREDIT FRAUD;
SAN FRANCISCO, CALIFORNIA;
CSLO - LOCAL LEVEL

Synopsis: Electronic Communication (EC) opening investigation into allegations of corruption of San Francisco city lobbyist Rose Pak in obtaining qualification for, and financing under, the San Francisco city program for an "affordable" housing unit at The Bridgeview Condominium building, 400 Beale Street, San Francisco, California.

Rose Pak is a an influential lobbyist in San Francisco city politics in general, and in the San Francisco Chinese community in particular. It is alleged that Pak has unaccountably qualified for financing the purchase of a condominium unit in the exclusive Bridgeview Condominiums tower, 400 Beale Street, San Francisco. Further, she is alleged to have improperly qualified for San Francisco loan guarantees or other advantage under the "affordable" housing program administered by San Francisco.

This matter has been discussed with Assistant United States Attorney [redacted] of the U.S. Attorney's Office, who stated that if logical investigation produces evidence of criminal conduct by Rose Pak, the U.S. Attorney's Office will prosecute.

b6
b7C

Details: Rose Pak is a an influential lobbyist in San Francisco city politics in general, and in the San Francisco

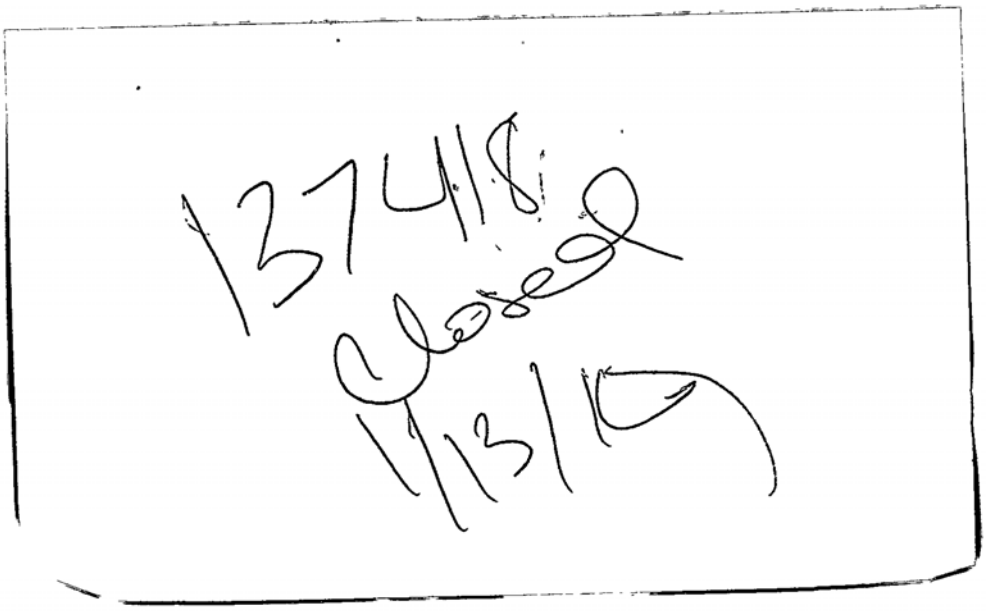
194B-SF-137418-1

Chinese community in particular. Pak purports to be a consultant with offices at the Chinese Chamber of Commerce in San Francisco. It is alleged that Pak has unaccountably qualified for financing the purchase of a condominium unit in the exclusive Bridgeview Condominiums tower, 400 Beale Street, San Francisco. Further, she is alleged to have improperly qualified for San Francisco loan guarantees or other advantage under the "affordable" housing program administered by the Mayor's Office of Housing for the City and County of San Francisco.

This matter has been discussed with Assistant United States Attorney [redacted] of the U.S. Attorney's Office, who stated that if logical investigation produces evidence of criminal conduct by Rose Pak, the U.S. Attorney's Office will prosecute. b6 b7C

Initial investigation will include obtaining details of Pak's qualification for the "affordable" housing program; obtaining records of Pak's income and financial resources; obtaining credit application forms prepared by/for Pak in connection with the purchase of the condominium unit; [redacted] and investigating Pak's influence with the Mayor's Office of Housing in San Francisco. b7E

♦♦


13741
closed
1/13/15

Automated Serial Permanent Charge-Out
FD-5a (1-5-94)

Date: 11/02/05 Time: 18:31

Case ID: 194B-SF-137418 Serial: 3

Description of Document:

Type : FD302
Date : 02/02/05
To : SAN FRANCISCO
From : SAN FRANCISCO
Topic: INTERVIEW OF [redacted]

Reason for Permanent Charge-Out:

Incorrect file number on original FD302

b6
b7C

Transferred to:

Case ID: 194B-SF-129074 Serial: 281

Employee: [redacted]

194B-SF-137418
JCM:jcm

1

AT SAN FRANCISCO, CALIFORNIA:

[redacted] On March 28, 2005, Special Agent [redacted] conducted the following investigation: b6 b7C

Attached hereto are several news articles in pertinent part which contain reference to ROSE PAK.

SF Field Intelligence Group

Potential Intel Value: Yes ☐ No ☑

Reviewed By: [redacted] Date: 3/29/05

S-Drive Location: [redacted] 5087jcm2 b6 b7C

194B-SF-137418-5

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 03/30/2005

[redacted] Investigative Assistant, FBI, 450 Golden Gate Avenue, San Francisco, California, produced a copy of results of a [redacted] research into [redacted]

[redacted]

[redacted]

[redacted]

The [redacted] printout is attached hereto.

b6
b7C
b7E
b7E

SF Field Intelligence Group
Potential Intel Value: Yes ☑ No ☐
Reviewed By: [redacted] Date: 3/31/05
S-Drive Location [redacted] 5089 jcm 1.30

b6
b7C

Investigation on 03/28/2005 at San Francisco, CA

File # 194B-SF-137418 Date dictated 03/30/2005

by SA [redacted] jcm

b6
b7C

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency;

194B-SF-137418-6

194B-SF-137418
JCM:jcm

AT SAN FRANCISCO, CALIFORNIA:

On January 13, 2005, SA [redacted] b6 b7C conducted the following investigation:

A California Law Enforcement Telecommunications System search produced the following information:

Name:	[redacted]
Address:	
Sex:	Female
Height:	5'-2"
Weight:	120 lbs.
Hair:	Blond
Eyes:	Blue
DOB:	[redacted]
SSN:	
D/L No.:	
Automobiles:	

b6 b7C

The CLETS report is attached hereto.

SF Field Intelligence Group
Potential Intel Value: Yes ☑ No ☐
Reviewed By: [redacted] Date: 4/6/05
S-Drive Location [redacted] 5094 jcm13.ins

b6 b7C

194B-SF-137418-7

AT SAN FRANCISCO, CALIFORNIA:

On January 13, 2005, SA [redacted] b6 b7C conducted the following investigation:

A review of the California Law Enforcement Telecommunications System (CLETS) produced the following information:

Name:	[redacted]
Address:	
Height:	5'-4"
Weight:	120 lbs.
Hair:	Black
Eyes:	Brown
DOB:	[redacted] b6 b7C
D/L No.:	

The CLETS report is attached hereto.

SF Field Intelligence Group
Potential Intel Value: Yes ☑ No ☐
Reviewed By: [redacted] Date: 1/6/05
S-Drive Location: [redacted] 5094jcm4.1 b6 b7C

194B-SF-137418
JCM:jcm

1

AT SAN FRANCISCO, CALIFORNIA:

On April 5, 2005, Special Agent [redacted] conducted the following investigation: b6 b7C

The California Department of Motor Vehicles (DMV) produced a copy of a drivers license with the following information:

Name:	[redacted] b6 b7C
Sex:	Male
Height:	5'-4"
Weight:	120 lbs.
Hair:	Black
Eyes:	Brown
DOB:	
D/L No.:	[redacted]

The DMV photograph is attached hereto.

SF Field Intelligence Group

Potential Intel Value: Yes ☑ No ☐

Reviewed By: [redacted] Date: 4/6/05

S-Drive Location [redacted] 5095jcm1.in b6 b7C

194B-SF-137418-9

U.S. Department of Justice

Federal Bureau of Investigation

In Reply, Please Refer to
File No. 194B-SF-137481 4B

450 Golden Gate Avenue
13th Floor
San Francisco, CA 94102

April 7, 2005

Kevin V. Ryan
United States Attorney
UNITED STATES ATTORNEY'S OFFICE
FOR THE NORTHERN DISTRICT OF CALIFORNIA
450 Golden Gate Avenue, 11th Floor
San Francisco, California 94102

Attention: [redacted] b6 b7C
Assistant United States Attorney

RE: Rose Pak

Dear Mr. Ryan:

Please allow this letter to serve as this office's initial request for issuance of grand jury subpoenas in connection with the above-referenced Subject. As you are already aware, Special Agent [redacted] has initiated an investigation into allegations of corruption of San Francisco city lobbyist Rose Pak in connection with her obtaining qualification for, and financing under, the San Francisco city program for an "affordable" housing unit at The Bridgeview Condominium building in San Francisco, California. In furtherance of the investigation, grand jury subpoenas are requested to be issued from the U.S. Attorney's Office in order to [redacted] If your office has any questions in this regard, please feel free to contact Special Agent [redacted] at [redacted] b3 b6 b7C

Sincerely,

Mark J. Mershon
Special Agent in Charge

By: [redacted] b6 b7C
Supervisory Special Agent

194B-SF-137418-10

194B-SF-137418
JCM:jcm

AT SAN FRANCISCO, CALIFORNIA:

On May 2, 2005, Special Agent [redacted] conducted the following investigation:

[redacted] Last Name Unknown, [redacted] telephoned and left a voicemail message stating that [redacted] anticipated producing [redacted] responsive to the grand jury subpoena served [redacted] sometime during the week of [redacted]

b3
b6
b7C

SF Field Intelligence Group

Potential Intel Value: Yes ☐ No ☑

Reviewed By: [redacted] Date: 5/3/05

S-Drive Location: _____

194B-SF-137418-12

194B-SF-137418
JCM:jcm

1

AT SAN FRANCISCO, CALIFORNIA:

On May 2, 2005, Special Agent [redacted] conducted the following investigation: b6 b7C

The U.S. Postal Inspection Service, P.O. Box 882168, San Francisco, California 94188-2168

[redacted]

1. [redacted] b6 b7C b7E

2. [redacted]

Attached are the letters dated April 29, 2005.

SF Field Intelligence Group

Potential Intel Value: Yes ☐ No ☑

Reviewed By: [redacted] Date: 5/3/05

S-Drive Location: _____

194B-SF-137418-13

194B-SF-137418
JCM:jcm

1

AT SAN FRANCISCO, CALIFORNIA:

On May 6, 2005, Special Agent [redacted] b3 b6 b7C conducted the following investigation:

[redacted] communicated by telephone in response to a grand jury subpoena request for [redacted] stating that [redacted] that are responsive to the subpoena will be produced shortly.

SF Field Intelligence Group

Potential Intel Value: Yes ☐ No ☑

Reviewed By: [redacted] Date: 5/9/05

S-Drive Location: _____

194B-SF-137418-14

194B-SF-137418
JCM:jcm

AT SAN FRANCISCO, CALIFORNIA:

On May 6, 2005, Special Agent [redacted] conducted the following investigation:

[redacted] b3 b6 b7C

communicated by letter in response to a grand jury subpoena request for [redacted] indicating that [redacted] that are responsive to the subpoena.

The letter is attached hereto.

SF Field Intelligence Group
Potential Intel Value: Yes ☐ No ☑
Reviewed By: [redacted] Date: 5/9/05
S-Drive Location: _____

194B-SF-137418-15

194B-SF-137418
JCM:jcm

AT SAN FRANCISCO, CALIFORNIA:

On May 10, 2005, Special Agent [redacted] conducted the following investigation: b3 b6 b7C

SA [redacted] telephoned [redacted]

[redacted] and conveyed by telephone voicemail message the [redacted]

SF Field Intelligence Group
Potential Intel Value: Yes ☐ No ☑
Reviewed By: [redacted] Date: 3/9/05
S-Drive Location: _____

194B-SF-137418-16

194B-SF-137418
JCM:jcm

AT SAN FRANCISCO, CALIFORNIA:

On May 9, 2005, Special Agent [redacted] conducted the following investigation: b6 b7C

Attached hereto is a copy of the San Francisco Chronicle file photograph of ROSE PAK.

SF Field Intelligence Group

Potential Intel Value: Yes ☐ No ☑

Reviewed By: [signature] Date: 5/16/05

S-Drive Location: _____

SF Gate: Multimedia (image)

SFGate.com

Search Photos
Photo Gallery
Full Story

It takes a Lott to publicly reunite 49ers family

Chinatown's Rose Pak. Chronicle photo by Nancy Wong

Chronicle / Nancy Wong

194B-SF-137418
JCM:jcm

1

AT SAN FRANCISCO, CALIFORNIA:

On May 18, 2005, [redacted] and conveyed by telephone voicemail message that [redacted] would be produced in the next week.

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b6
b7C

SF Field Intelligence Group
Potential Intel Value: Yes ☐ No ☑
Reviewed By: [redacted] Date: 6/7/05
S-Drive Location:

194B-SF-137418 — 18

194B-SF-137418
JCM:jcm

1

AT SAN FRANCISCO, CALIFORNIA:

On July 18, 2005, Special Agent [redacted] conducted the following investigation:

[redacted]

b6
b7C
b7E

1 [redacted]

Attached are [redacted]

194B-SF-137418 -19

194B-SF-137418
JCM:jcm

AT SAN FRANCISCO, CALIFORNIA:

On July 18, 2005, Special Agent [redacted] conducted the following investigation:

b6
b7C
b7E

[redacted]

1. [redacted]

Attached are [redacted]

194B-SF-137418-20

194B-SF-137418
JCM:jcm

1

AT SAN FRANCISCO, CALIFORNIA:

On August 8, 2005, Special Agent [redacted] conducted the following investigation:

b6
b7C
b7E

[redacted] produced [redacted]

1. [redacted]

Attached is [redacted]

SF Field Intelligence Group
Potential Intel Value: Yes ☐ No ☑
Reviewed By: [redacted] Date: 8/10/05
S-Drive Location: _____

194B-SF-137418-22

194B-SF-137418
JCM:jcm

1

AT SAN FRANCISCO, CALIFORNIA:

On August 17, 2005, Special Agent [redacted] conducted the following investigation:

[redacted] produced [redacted] in response to a grand jury subpoena. [redacted]

b3
b6
b7C

Attached hereto are the letter from [redacted]

The original [redacted] will be kept in a 1A envelope marked as Grand Jury Material.

SF Field Intelligence Group
Potential Intel Value: Yes ☐ No ☑
Reviewed By: [redacted] Date: 8/19/05
S-Drive Location: _____

194B-SF-137418-23

194B-SF-137418
JCM:jcm

1

AT SAN FRANCISCO, CALIFORNIA:

On August 17, 2005, Special Agent [redacted] conducted the following investigation: b3 b6 b7C

[redacted] Subpoena Compliance Unit, [redacted]

[redacted] produced [redacted] in response to a grand jury subpoena.

Attached hereto are the [redacted]

The original [redacted] will be kept in a 1A envelope marked as Grand Jury Material.

SF Field Intelligence Group

Potential Intel Value: Yes ☐ No ☑

Reviewed By: [redacted] Date: 8/19/05

S-Drive Location: [redacted]

194B-SF-137418-24

194B-SF-137418
JCM:jcm

AT SAN FRANCISCO, CALIFORNIA:

On August 17, 2005, Special Agent [redacted] conducted the following investigation:

[redacted] produced [redacted] in response to a grand jury subpoena.

Attached hereto is the [redacted]

The original [redacted] will be kept in a 1A envelope marked as Grand Jury Material.

b3
b6
b7C

SF Field Intelligence Group

Potential Intel Value: Yes ☐ No ☑

Reviewed By: [redacted] Date: 8/19/05

S-Drive Location: _____

194B-SF-137418-25

194B-SF-137418
JCM:jcm

1

AT SAN FRANCISCO, CALIFORNIA:

On August 17, 2005, Special Agent [redacted] conducted the following investigation:

[redacted] produced [redacted] in two installment in response to a grand jury subpoena. [redacted]

Attached hereto are the letters from [redacted]

The original [redacted] will be kept in a 1A envelope marked as Grand Jury Material.

b3
b6
b7C

SF Field Intelligence Group

Potential Intel Value: Yes ☐ No ☑

Reviewed By: [redacted] Date: 8/19/05

S-Drive Location: _____

194B-SF-137418-26

194B-SF-137418
JCM:jcm

1

AT SAN FRANCISCO, CALIFORNIA:

On August 17, 2005, Special Agent [redacted] conducted the following investigation: b3 b6 b7C

[redacted] produced [redacted] in response to a grand jury subpoena.

Attached hereto are the letter from [redacted]

The original [redacted] will be kept in a 1A envelope marked as Grand Jury Material.

SF Field Intelligence Group
Potential Intel Value: Yes ☐ No ☑
Reviewed By: [redacted] Date: 8/19/05
S-Drive Location:

194B-SF-137418-27

FD-302 (Rev. 10-6-95)

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 09/01/2005

SA [redacted] surveilled the premises located at 712 Sandy Brook Court, Rodeo, California 94572 and took photographs of the residence. b6 b7C

The photographs will be kept in a 1A envelope.

Investigation on 08/30/2005 at Rodeo, CA

File # 194B-SF-137418 Date dictated 09/01/2005

by SA [redacted] :jcm b6 b7C

194B-SF-137418-28

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency;

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 09/01/2005

SA [redacted] surveilled the premises located at 5143 Saddle Brook Court, Oakland, California 94619 and took photographs of the residence. b6 b7C

The photographs will be kept in a 1A envelope.

Investigation on 08/30/2005 at Oakland, CA

File # 194B-SF-137418 Date dictated 09/01/2005

by SA [redacted] jcm b6 b7C

194B-SF-137418-29

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency;

194B-SF-137418
JCM:jcm

AT SAN FRANCISCO, CALIFORNIA:

Attached hereto is a copy of the Rule 6(e) Disclosure List (U.S. Attorney's Office Investigation No. 2005R00350), the original of which is filed with the U.S. Attorney's Office.

SF Field Intelligence Group
Potential Intel Value: Yes ☐ No ☑
Reviewed By: [illegible] Date: 10/25/05
S-Drive Location:

SF Field Intelligence Group

Potential Intel Value: Yes ☐ No ☑

Reviewed By: RM Date: 10/25/05

S-Drive Location: _____

194B-SF-137418
JCM:jcm

1

AT SAN FRANCISCO, CALIFORNIA:

On October 27, 2005, SA [redacted] conducted the following investigation: b6 b7C

A telephone associated with ROSE PAK is (415) 983-0738.

SF Field Intelligence Group

Potential Intel Value: Yes ☑ No ☐

Reviewed By: [redacted] Date: 10/29/05

S-Drive Location: _____

194B-SF-137418-32

FD-302 (Rev. 10-6-95)

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 10/26/2005

Attached hereto is a copy of the San Francisco Planning Commission Motion No. 14513, composed of the motion (20 pages) and exhibit (9), provided by [redacted] b6 b7C

SF Field Intelligence Group
Potential Intel Value: Yes ☑ No ☐
Reviewed By: [redacted] Date: 10/27/05
S-Drive Location: _____

Investigation on 10/26/2005 at San Francisco, CA

File # 194B-SF-137418 Date dictated 10/26/2005

by SA [redacted] :jcm b6 b7C

194B-SF-137418-33

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency;

Doc 11

File No. 97.761C
400 Beale Street
Assessor's Block 3766, Lot 5

SAN FRANCISCO

PLANNING COMMISSION

MOTION NO. 14513

ADOPTING FINDINGS RELATING TO THE APPROVAL OF A CONDITIONAL USE AUTHORIZATION TO MODIFY CONDITIONS OF APPROVAL OF A PREVIOUSLY AUTHORIZED CONDITIONAL USE FOR A PLANNED UNIT DEVELOPMENT TO CREATE UP TO 245 DWELLING UNITS, APPROXIMATELY 2,500 SQUARE FEET OF GROUND FLOOR RETAIL/SERVICE SPACE, FORTY-FIVE (45) OFF-SITE AFFORDABLE DWELLING UNITS (OR A NUMBER OF ON-SITE AFFORDABLE UNITS EQUAL TO TEN (10) PERCENT OF THE TOTAL NUMBER OF ON-SITE UNITS), AND UP TO 248 PARKING SPACES ON A SITE, THE NORTHERLY PORTION OF WHICH IS WITHIN AN RC-4 (RESIDENTIAL-COMMERCIAL COMBINED - HIGH DENSITY) DISTRICT, WITHIN THE RESIDENTIAL SUBDISTRICT OF THE RINCON HILL SPECIAL DISTRICT AND WITHIN A 200-R HEIGHT AND BULK DISTRICT, AND THE SOUTHERLY PORTION OF WHICH IS WITHIN AN M-1 (LIGHT INDUSTRIAL) DISTRICT, WITHIN THE COMMERCIAL/INDUSTRIAL SUBDISTRICT OF THE RINCON HILL SPECIAL USE DISTRICT AND WITHIN AN 84-X HEIGHT AND BULK DISTRICT.

Preamble

On October 23, 1997, the San Francisco Planning Commission (hereinafter "Commission") approved Motion No. 14480 for Conditional Use Authorization for a Planned Unit Development to create up to 245 dwelling units, approximately 2,500 square feet of ground floor retail/service space, and up to 248 parking spaces on the property located at the southwest corner of Beale and Harrison Streets, Lot 5 in Assessor's Block 3766 (hereinafter "Subject Property") in general conformity with plans labeled "Exhibit B" and attached to Motion No. 14480 (hereinafter "Project"). The Project will include four floors of parking (two below ground and two above ground), with 23 floors of residential development above. The Project would be developed in a single structure, with a 200 foot tower element oriented towards Harrison Street and a mid-rise element along Beale Street. Pursuant to the Housing Affordability conditions of approval of Motion No. 14480, a number of affordable dwelling units equal to ten (10) percent of the total number of on-site units would be provided on the site of the Project.

On October 29, 1997, Emerald Fund, Inc. (hereinafter "Project Sponsor") made application for Conditional Use Authorization (hereinafter "Application") to modify the Housing Affordability conditions of approval of Motion No. 14480 to permit the Project Sponsor either to provide on-site a number of affordable dwelling units equal to ten (10) percent of the total number of on-site units or to provide approximately forty-five (45) affordable dwelling units off-site at 1045 Mission Street, Lot 109 in Assessor's Block 3726.

The proposed Conditional Use Application was determined by the San Francisco Planning Department (hereinafter "Department") to be exempt from environmental review pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15182 and Government Code Section 65457. The Commission has reviewed and concurs with said determination.

On December 11, 1997, the Commission conducted a duly noticed public hearing at a regularly scheduled meeting on Conditional Use Application No. 97.761C.

The Commission has heard and considered the testimony presented to it at the public hearing and has further considered written materials and oral testimony presented on behalf of the Project Sponsor, Department staff and other interested parties.

This Motion No. 14513 supersedes Motion No. 14480.

Findings

Having reviewed all the materials identified in the recitals above, and having heard oral testimony and arguments, this Commission finds, concludes and determines as follows:

1. The above preamble is accurate and also constitutes findings of the Commission.

2. The Project which is the subject of the Application consists of not more than 245 residential units with ground level retail/commercial and up to 248 parking spaces within a single structure that consists of a 200 foot tall tower element facing Harrison Street and an 84 foot tall midrise element along Beale Street. Site coverage is proposed to be 100 percent to a height of approximately 20 feet, where it is reduced to 65 percent. The Project includes a total of 13,847 square feet of private open space (balconies and terraces) and 12,228 square feet of common open space, located atop the parking podium and atop the midrise portion of the structure, where a pool, solarium/spa is proposed.

3. The northerly portion of the Subject Property is within an RC-4 (Residential-Commercial Combined - High Density) District and is within the Residential Subdistrict of the Rincon Hill Special Use District. The Height and Bulk District is 200-R. The southerly portion of the Subject Property is within an M-1 (Light Industrial) District and is within the Commercial/Industrial Subdistrict of the Rincon Hill Special Use District. The Height and Bulk District is 84-X.

4. The purpose of the Rincon Hill Special Use District is to convert an underutilized and outmoded industrial area to a unique residential neighborhood close to downtown which will contribute significantly to the City's housing supply, create tapered residential buildings, provide an appropriate mixture of retail sales and personal services to support new residential development, provide a buffer of office and parking use between the bridge and freeway ramps and the housing sites and allow the existing industrial, service and office uses to remain.

5. Planning Code Section 295 (Proposition K) requires that no permit authorizing the construction of any structure over 40 feet in height, which would cast any shade or shadow upon any property under the jurisdiction of, or designated for acquisition by, the Recreation and Park Commission may be issued except by action of the Planning Commission. A shadow study was completed for the Project and it was found that there would be no shade or shadow cast on any property owned, under the jurisdiction of, or to be acquired by the Recreation and Park Department.

6. The Project meets the requirements for Conditional Use Authorization in accordance with the provisions of Planning Code Section 303(c) as follows:

   (a) That the proposed use or feature, at the size and intensity contemplated and at the proposed location, will provide a development that is necessary or desirable for, and compatible with, the neighborhood or the community:

   The Project, at the size and intensity contemplated and at the proposed location, will provide a development that is necessary and desirable for, and compatible with, the neighborhood and the community. The Rincon Hill Plan was adopted in 1985 to encourage the development of a new high density residential neighborhood near Downtown. The Plan contemplates tall slender towers near the crest of Rincon Hill, with heights up to 250 feet, and lower towers towards the Bay. The Project, located near the crest of Rincon Hill, will be 200 feet in height, the tallest structure so far proposed. The Rincon Hill Environmental Impact Report analyzed an average

residential density in the Plan Area of one dwelling unit per 118 square feet of lot area. The Project proposes a maximum residential density of 1 dwelling unit per 112 square feet of lot area, very close to the density contemplated in the Rincon Hill Plan.

The area surrounding the Subject Property is characterized by new high density residential development, vacant land classified for high density residential development and a few remaining commercial and industrial uses, such as the Postal Service facility at 226 Harrison Street, the Bank of America facility at 425 First Street and several seamen's union halls. The Bay Bridge is over 125 feet in height adjacent to the southern end of the Subject Property. On the southern side of the Bridge is the South Beach subarea of the Rincon Point-South Beach Redevelopment Area, which is characterized by large new residential projects. The new San Francisco Giants ballpark is approximately six blocks southwest of the Subject Property.

The Project will provide a significant amount of new market rate and affordable housing, thereby satisfying City policies to increase the supply of housing in San Francisco.

(b) That such use or feature as proposed will not be detrimental to the health, safety, convenience or general welfare of persons residing or working in the vicinity, or injurious to property, improvements or potential development in the vicinity, with respect to aspects including but not limited to the following:

(i) The nature of the proposed site, including its size and shape, and the proposed size, shape and arrangement of structures:

The Subject Property is long and narrow, measuring 310 feet by 90 feet. The site also slopes steeply downhill from Harrison Street to a relatively level area along Beale Street. The design of the Project is a series of four distinctive building elements along Beale Street to break up the long facade. These elements consist of the curved tower element, the rectangular tower element, the midrise element and a two-story high podium adjacent to the Bay Bridge anchorage.

(ii) The accessibility and traffic patterns for persons and vehicles, the type and volume of such traffic, and the adequacy of proposed off-street parking and loading:

Both parking entrances into the Project will be from Beale Street, which has far lower traffic volumes than Harrison Street, a major Bay Bridge access route. The main pedestrian entrance into the Project will also be from Beale Street, with a secondary entrance on Harrison Street. The Project meets the minimum and maximum parking and loading requirements as specified in Code Section 249.1. The proximity of the Project to Downtown would reduce the demand on regional highway and transit systems, and would encourage journey-to-work trips by foot, or by short local transit trips. The Subject Property is close to the existing Transbay Terminal (AC Transit, Golden Gate Transit, SamTrans and Greyhound), Muni Metro and BART, as well as most Muni bus routes.

(iii) The safeguards afforded to prevent noxious or offensive emissions such as noise, glare, dust and odor:

The Project will provide safeguards to prevent noxious or offensive emissions such as noise, glare, dust and odor. The Project does not contain the types of uses that involve activities that will result in noxious or offensive emissions. An analysis of noise measurements will be prepared by the Project Sponsor and recommended noise insulation features would be included as part of the structure.

(iv) Treatment given, as appropriate, to such aspects as landscaping, screening, open spaces, parking and loading areas, service areas, lighting and signs:

Approximately 26, 075 gross square feet of open space is proposed as part of the Project, of which 18,271 gross square feet is required under the Rincon Hill Special Use District controls. Approximately 13,847 gross square feet would be private open space, and approximately 12,228 gross square feet would be common open space, consisting of landscaped terraces atop the 2-story podium, a landscaped terrace entrance from Harrison Street, street trees along Beale Street and a large landscaped roof garden/pool/solarium atop the 13-story portion of the building. A publicly-accessible pedestrian walkway/staircase from Beale Street will be provided across the southern end of the Project's two-story parking garage should the adjacent property to the west of the Subject Property is developed as a public open space/viewing

location. The Project Sponsor will pay to upgrade lighting and finishes in the existing public stairs that connect the Harrison and Beale Street sidewalks. All parking will be within the building and a loading area will be provided at the southern end of the Subject Property, adjacent to the parking entrance. No unusual lighting or signage is proposed.

(c) That such use or feature as proposed will comply with the applicable provisions of this Code and will not adversely affect the General Plan.

The Project has been designed to conform with the provisions of the Rincon Hill Special Use District pursuant to Code Section 249.1, as modified through the Conditional Use and Planned Unit Development processes.

The Project not only will not adversely affect the General Plan, but will substantially implement the General Plan's Rincon Hill Plan and Residence Element. The following policies of the General Plan will be directly promoted by development of the Project:

(i) The Project is consistent with the objectives and policies of the Rincon Hill Plan. The combination of residential, commercial and parking uses would comply with the "mutually supportive mix of uses" called for by the Rincon Hill Plan. Responding to the land use and housing objectives and policies contained in the Rincon Hill Plan, the provision of up to 245 housing units with supporting retail-commercial space would be part of a "unique residential neighborhood close to Downtown, which will contribute significantly to the City's housing supply." Responding to the urban design objectives and policies, the Project will make an important contribution to achieving "an aesthetically pleasing" residential community, and will certainly capitalize on the views, proximity to Downtown and relationship to the waterfront. The Project respects the natural topography of Rincon Hill by proposing a tall yet slender building element near the crest of the hill, while maintaining a view corridor along the Bay Bridge. By proposing retail uses, display cases and minimizing blank walls along its street frontages, the Project encourages a human streetscape with activities and design features at pedestrian eye level. Responding to the recreation and open space objectives and policies, the Project proposes ample passive and active recreation space to serve its residents and proposes to facilitate pedestrian access across the site in the event a public open space/scenic overlook is developed on an

adjacent property. This potential public access would contribute to satisfying one of the circulation objectives of the Rincon Hill Plan - to create safe and pleasant pedestrian networks within the Rincon Hill area, to Downtown, and the Bay. The Project also will provide adequate off-street parking space for its residence and patrons of its commercial spaces.

(ii) The Project is consistent with the objectives and policies of the Residence Element of the General Plan. It creates new housing - both market rate and affordable. Either affordable ownership units will be provided within the Project at 400 Beale Street or affordable rental units will be provided off-site at 1045 Mission Street. The Project also contributes to facilitating the conversion of underutilized industrial and commercial areas to residential use, increasing the supply of housing without overcrowding or adversely affecting the prevailing character of Rincon Hill. In the Residence Element, Policy 2 under Objective 2 (Housing Density) encourages higher residential density such as that proposed in this Project in areas adjacent to Downtown, such as Rincon Hill. Policy 3 allows flexibility in the number and size of units within permitted volumes of larger multi-unit structures. The Project will provide a range of unit sizes - from studios to three bedroom units.

7. The Planning Commission may authorize as conditional uses, in accordance with the provisions of Section 303, Planned Unit Developments subject to the further requirements and procedures of Section 304. The Project meets the criteria applicable to conditional uses as stated in Section 303(c) and elsewhere in the Code (see Finding No. 6, above). In addition, the Project meets the following criteria pursuant to Section 304(d) for Planned Unit Developments:

(a) Affirmatively promote applicable objectives and policies of the General Plan:

The Project affirmatively promotes the applicable objectives and policies of the General Plan's Rincon Hill Plan and the Residence Element, as set forth in Finding No. 6(c), above.

(b) Provide off-street parking adequate for the occupancy proposed:

The Project proposes one off-street parking space for each dwelling unit and parking spaces for the retail space as prescribed in Code Sections 249.1(c)(5)(B) and 249.1(d)(2).

(c) Provide open space usable by the occupants and, where appropriate, by the general public, at least equal to the open spaces required by this Code:

The Project proposes to provide open space usable by the Project's occupants that exceeds Code requirements.

(d) Be limited in dwelling unit density to less than the density that would be allowed by Article 2 of this Code for a district permitting a greater density, so that the Planned Unit Development will not be substantially equivalent to a reclassification of property:

The Project's density is less than would be allowed for a district permitting a greater density, so that the Planned Unit Development is not substantially equivalent to a reclassification of property.

(e) In R Districts, include commercial uses only to the extent that such uses are necessary to serve residents of the immediate vicinity, subject to the limitations for NC-1 Districts under this Code:

The commercial uses proposed in the RC-4 (Residential-Commercial Combined - High Density) District portion of the Project are limited to those necessary to serve residents of the immediate vicinity and will be subject to the limitations for NC-1 (Neighborhood Commercial Cluster) District.

(g) Under no circumstances be excepted from any height limit established by Article 2.5 of the Code, unless such exception is explicitly authorized by the terms of this Code. In the absence of such an explicit authorization, exceptions from the provisions of this Code with respect to height shall be confined to minor deviations from the provisions for measurement of height in Sections 260 and 261 of this Code, and no such deviation shall depart from the purposes or intent of those sections.

The Project proposes no exceptions to the height limit.

8. The Subject Property, which fronts on both Beale and Harrison Streets, contains a total of 27,602 square feet which exceeds the 0.5 acre minimum lot requirement for review as a Planned Unit Development (PUD).

9. That portion of the Subject Property within the RC-4 (Residential-Commercial Combined -

High Density) District, which is also within the Residential Subdistrict of the Rincon Hill Special Use District and within a 200-R Height and Bulk District, contains a total of 12,375 square feet.

10. That portion of the Subject Property within the M-1 (Light Industrial) District, which is also within the Commercial/Industrial Subdistrict of the Rincon Hill Special Use District and within an 84-X Height and Bulk District contains a total of 15,227 square feet.

11. The Project requires Conditional Use Authorization in order to provide residential uses on that part of the Subject Property within the M-1 (Light Industrial) District pursuant to Code Section 215(a) and pursuant to Code Section 249(d)(3) which states that dwellings may be provided at a ratio not to exceed one unit for every 200 square feet of lot area. The M-1 portion of the Subject Property contains 15,227 square feet which allows for consideration of up to 76 units with Conditional Use Authorization. Up to 119 dwelling units may be allowed on the M-1 portion of the Subject Property with Planned Unit Development approval, pursuant to Code Section 304(d)(4). Approval for 77 to 88 dwelling units on the M-1 portion of the Subject Property, one to 12 units more than could be allowed with Conditional Use Authorization, is being sought under the Planned Unit Development.

12. The Project requires Conditional Use authorization for more site coverage than specified in the Rincon Hill Special Use District pursuant to Code Section 249.1(b)(1)(B), which provides that the site coverage restriction may be modified to account for changes in elevation on a project site, provided that site coverage above 50 feet does not exceed 80 percent. The Subject Property slopes down approximately 50 feet from the north and west towards Beale Street. The proposed site coverage below 20 feet in height is 100 percent to allow for the parking, retail and open space podium. Above 20 feet in height, site coverage is approximately 65 percent.

13. The Project requires Conditional Use Authorization to exceed 40 feet in height on that portion of the Subject Property that is within a Residential District pursuant to Code Section 253. In addition to the criteria of Section 303(c) of the Planning Code, the Commission considered the following criteria in its evaluation as specified in Section 253(b):

    (1) The expressed purposes of the Planning Code, the R Districts, and the height and bulk districts, set forth in Sections 101, 206 through 206.3 and 251.

    The Project's proposed 200 foot height as measured pursuant to Code Section 102.12(d) for that portion of the project in the RC-4 District is consistent with

the height and intensity of development endorsed in the Rincon Hill Plan and the General Plan.

(2) The objectives, policies and principles of the General Plan.

See Finding No. 6(c) above.

14. The Project requires Conditional Use Authorization Code to exceed the maximum allowable building dimensions above a height of 105 feet for buildings in R-Bulk Districts as specified in Code Subsections 270(e)(1) and (2).

In the R-Bulk District, the maximum allowable building dimensions above a height of 105 feet are:

- maximum length =110 feet
- maximum diagonal =125 feet

The maximum building dimensions proposed above 105 feet for that portion of the building within the R-Bulk District are:

- *maximum length =135.5 feet*
- *maximum diagonal =144 feet*

15. The Project requires Conditional Use Authorization to allow a higher maximum average individual floor area above 105 feet in height for buildings in R-Bulk Districts as specified in Code Subsections 270(e)(1) and (2).

- Above 105 feet in height, the average floor area may not exceed 7,500 gross square feet.

- *Above 105 feet in height, the Project Sponsor proposes an average individual floor area of 8,675 gross square feet.*

16. The Project requires Conditional Use Authorization to allow deviations from the standards for the upper two-thirds of the proposed structure above a height of 105 feet in an R-Bulk District as specified in Code Section 270(e)(3).

- Above 105 feet in height, volume of upper 1/3 of structure shall be 15 percent less than volume of middle 1/3 above 105 feet in height, and volume of lower

High Density) District, which is also within the Residential Subdistrict of the Rincon Hill Special Use District and within a 200-R Height and Bulk District, contains a total of 12,375 square feet.

10. That portion of the Subject Property within the M-1 (Light Industrial) District, which is also within the Commercial/Industrial Subdistrict of the Rincon Hill Special Use District and within an 84-X Height and Bulk District, contains a total of 15,227 square feet.

11. The Project requires Conditional Use Authorization in order to provide residential uses on that part of the Subject Property within the M-1 (Light Industrial) District pursuant to Code Section 215(a) and pursuant to Code Section 249(d)(3), which states that dwellings may be provided at a ratio not to exceed one unit for every 200 square feet of lot area. The M-1 portion of the Subject Property contains 15,227 square feet which allows for consideration of up to 76 units with Conditional Use Authorization. Up to 119 dwelling units may be allowed on the M-1 portion of the Subject Property with Planned Unit Development approval, pursuant to Code Section 304(d)(4). Approval for 77 to 88 dwelling units on the M-1 portion of the Subject Property, one to 12 units more than could be allowed with Conditional Use Authorization, is being sought under the Planned Unit Development.

12. The Project requires Conditional Use authorization for more site coverage than specified in the Rincon Hill Special Use District pursuant to Code Section 249.1(b)(1)(B), which provides that the site coverage restriction may be modified to account for changes in elevation on a project site, provided that site coverage above 50 feet does not exceed 80 percent. The Subject Property slopes down approximately 50 feet from the north and west towards Beale Street. The proposed site coverage below 20 feet in height is 100 percent to allow for the parking, retail and open space podium. Above 20 feet in height, site coverage is approximately 65 percent.

13. The Project requires Conditional Use Authorization to exceed 40 feet in height on that portion of the Subject Property that is within a Residential District pursuant to Code Section 253. In addition to the criteria of Section 303(c) of the Planning Code, the Commission considered the following criteria in its evaluation as specified in Section 253(b):

(1) The expressed purposes of the Planning Code, the R Districts, and the height and bulk districts, set forth in Sections 101, 206 through 206.3 and 251.

The Project's proposed 200 foot height as measured pursuant to Code Section 102.12(d) for that portion of the project in the RC-4 District is consistent with

the height and intensity of development endorsed in the Rincon Hill Plan and the General Plan.

(2) The objectives, policies and principles of the General Plan.

See Finding No. 6(c) above.

14. The Project requires Conditional Use Authorization Code to exceed the maximum allowable building dimensions above a height of 105 feet for buildings in R-Bulk Districts as specified in Code Subsections 270(e)(1) and (2).

In the R-Bulk District, the maximum allowable building dimensions above a height of 105 feet are:

- maximum length =110 feet
- maximum diagonal =125 feet

The maximum building dimensions proposed above 105 feet for that portion of the building within the R-Bulk District are:

- *maximum length =135.5 feet*
- *maximum diagonal =144 feet*

15. The Project requires Conditional Use Authorization to allow a higher maximum average individual floor area above 105 feet in height for buildings in R-Bulk Districts as specified in Code Subsections 270(e)(1) and (2).

- Above 105 feet in height, the average floor area may not exceed 7,500 gross square feet.

- *Above 105 feet in height, the Project Sponsor proposes an average individual floor area of 8,675 gross square feet.*

16. The Project requires Conditional Use Authorization to allow deviations from the standards for the upper two-thirds of the proposed structure above a height of 105 feet in an R-Bulk District as specified in Code Section 270(e)(3).

- Above 105 feet in height, volume of upper 1/3 of structure shall be 15 percent less than volume of middle 1/3 above 105 feet in height, and volume of lower

1/3 above 105 feet in height shall be at least 15 percent more than volume of middle 1/3 above 105 feet in height.

- *Above 105 feet in height, the applicant proposes that the volume of the upper 1/3 of the structure will be 14 percent less than the volume of the middle 1/3 above 105 feet, and the volume of the lower 1/3 above 105 feet in height is proposed to be no greater than the volume of the middle 1/3 above 105 feet.*

17. That portion of the Project located in the RC-4 (Residential-Commercial Combined - High Density) District is subject to the bulk limits specified for the R-Bulk District in Code Section 270(e) and detailed in Finding Nos. 14, 15 and 16, above. For two major reasons, it is not feasible for the Project to meet every one of these bulk controls:

- The Subject Property is unusually shaped, with an east-west dimension of only 90 feet. Because of the shallow depth of the site, the east-west dimension of the residential tower element of the Project is only 82 feet, considerably less than the 110 foot maximum upper tower length permitted in Code Section 270(e)(2). The maximum north-south dimensions of the residential tower above 105 feet in height are 135.5 feet through the 23rd floor and 130.5 feet on the 24th floor, which are approximately 25 percent and 18 percent respectively greater than the 110 foot maximum upper tower length permitted in Code Section 270(e)(2). The maximum north-south dimension of the 25th floor is 72 feet, well below the 110 foot maximum. Between 51 and 105 feet in height, Code Section 270(e)(1) allows a maximum building length and maximum diagonal dimension of 200 feet. The maximum building length for the Project below 105 feet in height is 135.5 feet, while its maximum diagonal dimension below 105 feet is 144 feet, both well below the maximum permitted dimensions. Below 105 feet in height, Code Section 270(e) (1) allows a maximum floor volume of 20,000 gross square feet. The maximum floor volume for the Project below 105 feet is 9,108 gross square feet, less than half the maximum permitted floor volume. Above 105 feet in height, Code Section 270(e)(2) allows a maximum floor volume of 7,500 gross square feet. The maximum floor volume for the Project above 105 feet is 8,675 gross square feet, somewhat in excess of the maximum permitted floor volume.

- At the request of Planning Department staff, the Project was set back approximately 45 feet above the two-level parking garage at the southern end of the Subject Property to preserve a view corridor from a potential public open space located above the Subject Property to the west. The square footage lost in order to create the

setback has been added to the tower, thereby increasing the tower's volume and dimensions.

Planning Code Section 271 sets forth the criteria by which the Planning Commission may approve exceptions to the strict bulk limits of Section 270(e) when such exceptions are necessary to achieve a distinctly better design, in both a public and private sense, then would be possible with strict adherence to the bulk limits, avoiding an unnecessary prescription of building form while carrying out the intent of the bulk limits and the principles and policies of the General Plan. The standards and criteria considered by the Commission are as follows:

(1) The appearance of bulk shall be reduced by a combination of the following factors, so as to produce the impression of an aggregate of parts rather than a single building mass:

(A) Major variations in the planes of wall surfaces, in either depth or direction, that significantly alter the mass;
(B) Significant differences in the heights of various portions of the building, structure or development that divide the mass into distinct elements;
(C) Differences in materials, colors or scales of the facades that produce separate major elements;
(D) Compensation for those portions of the building, structure or development that may exceed the bulk limits by corresponding reduction of other portions below the maximum bulk permitted; and
(E) In cases where two or more buildings, structures or towers are contained within a single development, a wide separation between such buildings, structures or towers.

The Project achieves a distinctly better design, carries out the intent of the R-Bulk District limits and meets the above criteria. The appearance of bulk above 105 feet in the Project building is reduced so as to produce the impression of an aggregate of parts rather than a single building mass by:

- major variations in the plane of wall surfaces, in both depth and direction, that significantly alter the building mass, including setback balconies, grouping of solid and transparent materials to emphasize verticality and slenderness and the inclusion of an articulated, setback

penthouse with a flagpole structure that echoes the adjacent Bay Bridge superstructure. A cantilevered balcony at the south end of the 24th floor also draws on the Bay Bridge superstructure for its inspiration.

- differences in materials, colors and scale of the facades that produce the Project's separate major elements
- compensation for those portions of the building that exceed the bulk limits by a corresponding reduction of other portions of the building below the maximum bulk allowed.

(2) In every case, the building, structure or development shall be made compatible with the character and development of the surrounding area by means of all the following factors:

(A) A silhouette harmonious with natural landforms and building patterns, including the patterns produced by height limits;

(B) Either maintenance of an overall height similar to that of surrounding development or a sensitive transition, where appropriate, to development of a dissimilar character;

(C) Use of materials, colors and scales either similar to or harmonizing with those of nearby development; and

(D) Preservation or enhancement of the pedestrian environment by maintenance of pleasant scale and visual interest.

The Project is compatible with the character and development of the surrounding area for the following reasons:

- the residential tower's silhouette will be harmonious with natural landforms (the top of Rincon Hill) and building patterns, including the patterns produced by the area's height limits
- the residential tower's height will be a sensitive transition from the 250 foot height limit at the crest of Rincon Hill to the lower height limits closer to the Bay
- the use of materials, colors and scales that will harmonize with those of nearby development
- the Project will enhance the pedestrian environment by maintaining a pleasant scale and visual interest at its lower levels

18. Code Section 249(.1(d)(3) states that in the Commercial/Industrial Subdistrict of the Rincon Hill Special Use District, dwellings may be provided, at a ratio not to exceed one dwelling unit for each 200 feet of lot area, with Conditional Use Authorization. That portion of the Subject Property within the Commercial/Industrial Subdistrict has an area of 15,227 square feet, which would allow 76 dwelling units with Conditional Use Authorization. Section 304(d)(4) states that the Planning Commission may authorize Planned Unit Developments as conditional uses, provided a proposed development meets the criteria applicable to conditional uses as stated in Section 303(c) and is limited in dwelling unit density to less than the density that would be allowed by Article 2 of the Planning Code for a district permitting a greater density, so that the Planned Unit Development will not be substantially equivalent to a reclassification of property. The applicant is seeking authorization to develop up to 88 dwelling units on the M-1 portion of the site. Under Section 304(d)(4), one dwelling unit per 125 square feet of lot area less one unit would be permitted in a Planned Unit Development authorized as a conditional use in an M-1 District. Up to 119 dwelling units would be permitted in a Planned Unit Development authorized as a conditional use. The Project Sponsor is seeking to develop up to 88 dwelling units as a Planned Unit Development on the M-1 portion of the 400 Beale Street site.

19. Code Section 249.1(c)(3) specifies that in the Residential Subdistrict of the Rincon Hill Special Use District, above 50 feet in height, a minimum of 50 percent of a building's frontage must be set back a minimum of 25 feet from one public street. Along the Harrison Street frontage, 27 percent of frontage between heights of 50 and 177 feet is proposed to be set back at least 25 feet; between 178 and 188 feet, 40 percent of frontage would be set back at least 25 feet; and between 189 and 200 feet, 100 percent of frontage is proposed to be set back more than 25 feet from Harrison Street. The Project Sponsor is seeking an exception from the setback requirement under the Planned Unit Development.

20. Code Section 249.1(c)(5)(C) specifies that in the Residential Subdistrict of the Rincon Hill Special Use District, parking cannot occupy the first two stories above grade within 25 feet horizontal distance from a street grade. Along the Beale Street frontage, the Project Sponsor is proposing to locate several parking spaces on the second floor within 25 feet horizontal distance from the Beale Street grade. The applicant is seeking an exception from this restriction under the Planned Unit Development.

21. Planning Code Section 249.1(b)(3) sets standards for allowable ground-level wind currents in projects proposing new buildings or additions to existing buildings in the Rincon Hill Special Use District. The standards specify that new development will not cause ground-

level wind currents to exceed, more than 10 percent of the time, year-round, between 7:00 a.m. and 6:00 p.m., the comfort level of 11 m.p.h. equivalent wind speed in areas of substantial pedestrian use and seven m.p.h. equivalent wind speed in public seating areas. The term "equivalent wind speed" shall mean an hourly mean wind speed adjusted to incorporate the effects of gustiness or turbulence on pedestrians. When preexisting ambient wind speeds exceed the comfort level, or when a proposed building or addition may cause ambient wind speeds to exceed the comfort level, the building shall be designed to reduce the ambient wind speeds to meet the requirements.

22. Under Code Section 249.1(b)(3)(B), the Zoning Administrator may allow the building or addition to add to the amount of time the comfort level is exceeded by the least practical amount if (1) it can be shown that a building or addition cannot be shaped and other wind-baffling measures cannot be adopted to meet the above-mentioned requirements without creating an unattractive and ungainly building form and without unduly restricting the development potential of the building site in question, and (2) it is concluded that, because of the limited amount by which the comfort level is exceeded, the limited location in which the comfort level is exceeded, or the limited time during which the comfort level is exceeded, the addition is insubstantial.

23. The project had a wind tunnel analysis completed which examined preexisting ambient winds, the subject project, an alternative that filled the maximum zoning envelope and a reduced tower alternative (removing the top five floors). All alternatives resulted in winds greater than the comfort criterion and none met the Planning Code requirement to eliminate existing conditions that exceed the comfort level. The reduced tower alternative resulted in marginal improvements in wind compared to the proposed project, but also caused wind levels to exceed the comfort level in areas not affected by the proposed project. The wind analysis also showed the frequency of winds above the comfort level for the existing vacant site and for the proposed project, with the data showing an increased frequency of winds above the comfort level at some locations and other locations having a reduced frequency of winds above 11 m.p.h.

24. A September 29, 1997 letter to the Zoning Administrator from the wind analyst, Donald Ballanti, enclosed the wind analysis results and requested an exception to the ground-level wind requirements for the subject proposal pursuant to Code Section 249.1(b)(3)(B).

25. In a letter dated October 7, 1997, the Zoning Administrator granted an exception to the wind requirements for the project, concluding that a building on the site could not be shaped nor could wind-baffling measures be adopted to meet the ground-level wind requirements

without creating an unattractive and ungainly building form and without unduly restricting the site's development potential. The Zoning Administrator also concluded that due to the limited amount of time that the comfort level is exceeded, the addition is insubstantial. The Zoning Administrator's determination letter, a copy of which was forwarded to representatives of adjacent properties and other South of Market neighborhood organizations is appealable to the Board of Appeals within 15 days of the date of his letter. The final date for appealing the determination is October 22, 1997.

26. The Project furthers the following Priority Policies contained in Section 101.1(b) of the Planning Code:

(a) That existing neighborhood-serving retail uses be preserved and enhanced and future opportunities for resident employment in and ownership of such businesses enhanced.

There are currently no neighborhood-serving retail uses on the site. Future opportunities for resident employment in and ownership of such businesses will be enhanced by the development of approximately 2,500 square feet of ground floor neighborhood-serving retail space along Beale Street.

(b) That existing housing and neighborhood character be conserved and protected in order to preserve the cultural and economic diversity of our neighborhoods.

No housing currently exists on the site. The Project will preserve and protect the neighborhood character of Rincon Hill by replacing a surface parking lot with a high quality residential development, providing well-designed housing and pedestrian amenities that would contribute to making Rincon Hill a vital residential neighborhood.

(c) That the City's supply of affordable housing be preserved and enhanced.

There is no existing affordable housing on the site. The City's supply of affordable housing will be enhanced by the provision in the Project of affordable units equal to ten (10) percent of the total number of on-site units or 45 off-site affordable units.

(d) That commuter traffic not impede MUNI transit service or overburden our streets or neighborhood parking.

The Project would not impede MUNI transit service. It would reduce demand on regional highways and transit systems due to its proximity to Downtown. Sufficient off-street parking would be provided in the amount required by the Code and would meet the demand generated by the Project.

(e) That a diverse economic base be maintained by protecting our industrial and service sectors from displacement due to commercial office development, and that future opportunities for resident employment and ownership in these sectors be enhanced.

Currently, the Subject Property is a surface parking lot for commuter automobiles. The Project is not a commercial office development. The Project will create resident employment and ownership in the service sector by providing up to 245 residential units and 2,500 square feet of retail-commercial use.

(f) That the City achieve the greatest possible preparedness to protect against injury and loss of life in an earthquake.

The Project will be built to current seismic standards, thereby providing the greatest possible preparedness to protect against injury and loss of life in an earthquake.

(g) That landmarks and historic buildings be preserved.

The Subject Property contains neither landmarks nor historic buildings. It is a surface parking lot.

(h) That our parks and open spaces and their access to sunlight vistas be protected from development.

No existing parks and open spaces are affected by the Project. The Project has been designed to provide a view corridor along the Bay Bridge from a potential future open space located above the Subject Property to the west. A publicly-accessible walkway/staircase will be provided along Project's southern edge from Beale Street should this open space be developed. The Project itself would provide a structure affording dramatic views of Downtown, the Bay and the Bay Bridge, and would provide open space in excess of that required by the Code.

27. The Residence Element of the General Plan contains the following objective and policy relevant to the Project Sponsor's Application to modify the Housing Affordability conditions of approval of Motion No. 14480 to permit the provision of either a number of on-site affordable ownership units equal to 10% of the total number of on-site units or forty-five (45) off-site affordable units:

OBJECTIVE 7: TO INCREASE AND IMPROVE BUILDING RESOURCES FOR PERMANENTLY AFFORDABLE HOUSING.

Policy 2: Include affordable units in larger housing projects.

Inclusion of affordable housing should be required as a condition of approval of housing projects containing 10 or more units which seek Planning Commission approval as conditional use or planned unit development. As a general guideline, a minimum of 10% of the units should be affordable. . . .

As an alternative to providing affordable units on site, the units could be provided, at the City's discretion, in another project in the same general area.

28. On September 10, 1992, the Commission approved Motion No. 13405, adopting the Guidelines for Application of San Francisco's Inclusionary Affordable Housing Policy (hereinafter "Guidelines"). The Guidelines state a general preference for on-site below market rate (BMR) units, but state that an off-site alternative is preferred when more affordable housing resources can be obtained off-site than on-site:

"Any approval by the Commission of alternatives other than on-site housing shall require the Project Sponsor to provide units which are more affordable and/or a greater number of affordable units. In the event the difference between the market price of a unit and the affordable price on-site exceeds the actual real current subsidy requirements for comparable units off-site, such that an off-site alternative would provide greater affordable housing resources, the Project Sponsor may, with the consent of the Planning Commission, develop its own off-site alternative or participate with an affordable housing sponsor in developing off-site units." (Guidelines, page 7.)

29. Although the Commission has a preference for on-site BMR units in order to promote the

distribution of BMR units City-wide, City policy permits consideration of off-site BMR units where more affordable housing resources can be provided off-site through subsidies provided by the Project Sponsor. The Project Sponsor's application to modify the Housing Affordability conditions of approval of Motion 14480 meets the criteria set forth in the Guidelines for permitting off-site BMR units for the following reasons:

a. Linked project: The Guidelines permit an off-site linked project when "the difference between the market price of a unit and the affordable price on-site exceeds the actual real current subsidy requirement for comparable units off-site, such that an off-site alternative would provide greater affordable housing resources." Because of the high cost of the land and of the high-rise construction at 400 Beale, the difference between the market price and the BMR price on-site is so great that using that subsidy off-site at 1045 Mission, which is in the same general area as 400 Beale, provides greater affordable housing resources.

b. Number of units: The 1992 Guidelines specify that any approval by the Planning Commission of alternatives other than on-site housing shall require the Project Sponsor to provide units which are more affordable and/or a greater number of affordable units. The Project Sponsor proposes to provide 45 off-site BMR units, as opposed to the 23 or 24 units which would be required if the affordable housing is provided on-site.

c. Unit mix: Assuming development of 232 units at 400 Beale Street, the Project Sponsor would provide the BMR units on-site with a unit mix of 2 3-BR units; 14 2-BR units; 4 1-BR units; and 3 studios. The approximate off-site unit mix would be 17 2-BR units; 14 1-BR units; and 14 studios. Thus, the Project Sponsor would provide more family size units off-site than would be provided on-site (17 off-site vs. 16 on-site).

d. Distribution of BMR Units. As proposed, the 1045 Mission project would be a mixed-income project, 60% of its units being market rate units. Accordingly, the approximately forty-five (45) BMR units provided would be distributed among market rate units at 1045 Mission. The 400 Beale site is not in an area of exclusively market rate housing. Nearby developments that are wholly or partially affordable include Steamboat Point, Bayside Village, South Beach Marina Apartments, Delancey Street and the proposed Beale and Bryant efficiency apartment project on the same block as 400 Beale.

e. Level of subsidy: The Project Sponsor would provide $2.74 million in equity to the 1045 Mission project. This represents a subsidy of approximately $12,000 per unit at 400 Beale.

f. Completion of off-site units: If the Project Sponsor is able to obtain construction financing for 1045 Mission, it will complete construction of that project before completion of 400 Beale. To assure that either the off-site units are built or on-site BMR units are provided, the proposed conditions of approval do not permit the Project Sponsor to market the identified on-site BMR units as market rate units unless and until it delivers the off-site BMR units. If the 1045 Mission project is not completed within 18 months of completion of 400 Beale, the sponsor will market the on-site units to qualifying households earning up to 100% of median income.

DECISION

That based upon the Record, the submissions by the Project Sponsor, the staff of the Department and other interested parties, the oral testimony presented to this Commission at the public hearing, and all other written materials submitted by all parties, the Commission hereby APPROVES Conditional Use Application No. 97.761C, thereby superseding its prior approval of Conditional Use Application No. 97.436C, subject to the following conditions attached hereto as EXHIBIT A which is incorporated by reference as though fully set forth herein.

I hereby certify that the foregoing Motion was ADOPTED by the City Planning Commission on December 11, 1997.

Linda Avery
Commission Secretary

AYES: Commissioners Antenore, Chinchilla, Joe, Mills

NOES: Commissioners Hills, Martin, Theoharis

ABSENT: None

ADOPTED: December 11, 1997

PLANNING COMMISSION

File No. 97.761C
400 Beale Street
Assessor's Block 3766, Lot 5
Motion No. 14513

EXHIBIT A

CONDITIONS OF APPROVAL

Land Use and Density

1. This approval is for the construction of a residential building with a 25 story tower element (200 feet in height as measured per Code Section 102.12) and a 13 story midrise element (84 feet in height as measured per Code Section 102.12) on Lot 5 in Assessor's Block 3766, containing not more than 245 residential units, located above four stories of parking (two stories above grade and two stories below) and approximately 2,500 square feet of ground floor retail/commercial space along Beale Street. Open space of approximately 26,076 gross square feet would be provided. The Project is substantially as shown in Exhibit B attached hereto and as reviewed and approved by the Commission on October 23, 1997, and December 11, 1997.

2. Uses along the Beale Street frontage at grade level shall be confined to residential lobbies, building services, exits, parking ingress/egress and commercial uses (including display cases) which provide pedestrian interest.

Design

1. The final plans shall meet the standards of the Planning Code and be in general conformity with the plans approved by the Commission on October 23, 1997, and December 11, 1997, as Exhibit B found in the Case Docket Nos. 97.436C and 97.761C.

2. Mechanical equipment and appurtenances shall be enclosed in such a manner that (a) the enclosure is designed as a logical extension of the building form and an integral part of overall building design and (b) its cladding and detailing is comparable in quality to the rest of the building.

3. The Project Sponsor shall continue to work with Planning Department staff to refine the design. Final detailed building plans shall be reviewed and approved by Department staff prior to issuance of a site or building permit, whichever occurs first. Detailed building plans shall include a final site plan, unit plans, elevations, sections, a landscape plan, choice of finish materials and details of construction.

4. The Project Sponsor shall not use mirrored glass or deeply tinted glass. Only clear glass or lightly tinted glass shall be permitted.

Landscaping and Open Space

1. Should the property to the west of the Subject Property (Lot 9 in Assessor's Block 3766) be acquired by the City and developed as a public open space, the Project Sponsor shall provide public access across the southern end of the Subject Property linking that public open space to the Beale Street sidewalk. That public access, as shown in Exhibit B, shall include a pedestrian connection from the public open space to the Project's third floor roof terrace, a landscaped walkway along the southern edge of the roof terrace and stairs connecting the third floor terrace walkway to the Beale Street sidewalk.

2. The hours of operation of the public access in Landscaping and Open Space Condition No. 1, above, shall be during daylight hours, seven days per week.

3. A landscape plan prepared by a licensed landscape architect shall be submitted for review and approval by the Planning Department prior to application for a building permit.

4. The Project Sponsor shall undertake to improve the lighting and finishes of the existing public staircase on the south side of Harrison Street, connecting the Harrison Street sidewalk with the Beale Street sidewalk. The improvements shall be reviewed and approved by the Planning Department and must meet any applicable requirements of the Department of Public Works.

5. Open spaces shall be retained for the use of the Project's residents for the lifetime of

the Project.

6. In fulfillment of the requirements of Planning Code Section 143, one street tree shall be provided for each 20 feet of street frontage along the Project's Beale Street frontage. Due to the narrowness of the sidewalk along the Project's Harrison Street frontage, a landscaped entrance terrace to include planters and trees shall be substituted for the street trees in that location.

7. Trash receptacles and dumpsters shall not be stored on public property or in the Project's common open space, and they shall be screened from public view.

Housing

1. The Project Sponsor shall direct primary marketing efforts for sales of residential units to persons employed in San Francisco. The Project shall not be marketed for time share, executive suites or short term transient use.

2. Covenants, conditions and restrictions approved by the Planning Department shall be imposed upon Project residential units to restrict use to occupancy for permanent residents and to preclude time-share ownership or occupancy. No residential units shall be used as hotel units, as defined in Section 203.8 of the San Francisco Housing Code.

3. The Project Sponsor shall ensure that initial sales of more than two dwelling units to any one entity if not for owner occupancy, will be for residential rental purposes for rental periods of not less than one month.

Housing Affordability

The Project Sponsor shall meet the affordable housing provisions related to the Project in either one of the following two ways, at the election of the Project Sponsor. The Project Sponsor may provide affordable [Below Market Rate (BMR)] rental units at 1045 Mission Street, Lot 109 in Assessor's Block 3726, off the site of the principal project, as specified in Housing Affordability Condition No. 1 (Off-Site Affordable Housing). Should the First

Certificate of Temporary Occupancy not be issued for these off-site BMR rental units required by Condition No. 1 within 18 months of the issuance of the First Certificate of Occupancy for the principal project, the Project Sponsor shall provide BMR first time home buyer condominium ownership units on the site of the principal project as specified in Condition No. 2 (On-Site Affordable Housing).

1. Off-Site Affordable Housing

(a) The Project Sponsor or an affiliate of the Project Sponsor shall provide not less than $2,740,000 in equity funds and shall construct or cause to be constructed forty-five (45) affordable rental units at 1045 Mission Street on Lot 109 of Assessor's Block 3726. The forty-five (45) off-site BMR units shall be rented to qualifying households whose income does not exceed sixty (60) percent of the median family household for San Francisco as described in the Affordable Housing Monitoring Procedures Manual (hereinafter "Procedures Manual") published and adopted by Resolution No. 13405 on September 10, 1992 by the Planning Commission. Base rent for all BMR units required by this Condition No. 1(a), including the utility allowance described in the Procedures Manual (in the event utilities are not paid by the Project Sponsor of the 1045 Mission project), shall not exceed thirty (30) percent of sixty (60) percent of such median income.

(b) The subject BMR rental units to be provided by the Project Sponsor at 1045 Mission Street shall be distributed in the following approximate range of unit sizes:

17 two bedroom units
14 one bedroom units
14 studio units

The BMR units shall be (1) interspersed evenly throughout the project, (2) constructed and marketed concurrently with the construction and rental of the market-rate units in the project, and (3) be of the same quality and materials as the market-rate units in the project.

Minor deviations from this unit count and unit mix shall be permitted only with the prior review and consent of the Director of the Mayor's Office of Housing and at his or her sole discretion.

(c) All BMR rental units required by condition No. 1(a) to be provided at 1045 Mission Street and all BMR condominium ownership units required by Condition No. 2(a) to be provided on the site of the principal project should the off-site BMR units not be constructed, shall be identified either on the building plans subject to this Motion or on the building plans for 1045 Mission Street.

(d) All off-site BMR units shall be rented to qualifying households for the 50 year term of approval as defined in the Procedures Manual, or, after a period of 50 years, the owner of a BMR unit may apply to the Planning Commission to modify this condition of approval to permit conversion of a BMR rental unit to an affordable ownership unit pursuant to applicable City subdivision laws, provided that such unit shall be governed by the sale and resale procedures outlined in the Procedures Manual.

(e) The Project Sponsor of the 1045 Mission Street project shall administer the marketing and reporting procedures, including the payment of administrative fees to the monitoring agency if such a fee is authorized by ordinance, according to the procedures established in the Procedures Manual or a otherwise provided by law.

(f) Prior to issuance of the First Certificate of Temporary Occupancy for the principal project, the Project Sponsor or an affiliate of the Project Sponsor shall demonstrate to the Planning Department site control for the 1045 Mission site and shall have a site permit issued for construction of the off-site BMR rental units.

(g) Prior to issuance of the building permit on the principal project, the Project Sponsor shall record a Notice of Special Restriction on the principal project and off-site BMR unit property which records a copy of this Motion and

identifies all BMR rental units required by Housing Affordability Condition No. 1(a) to be provided at 1045 Mission Street and all BMR condominium ownership units required by Housing Affordability Condition No. 2(a) to be provided on the site of the principal project should the off-site BMR units not be constructed.

2. On-Site Affordable Housing (to be implemented if the Project Sponsor does not implement Housing Affordability Condition No. 1)

(a) The Project Sponsor shall designate a total number of affordable BMR first time home buyer condominium ownership units equal to ten (10) percent of the total number of units to be constructed on the site of the principal project at 400 Beale Street, Assessor's Block 3766, Lot 5.

(b) The on-site BMR units shall reflect the unit size mix of the market rate units.

(c) All on-site BMR units shall be sold to first time home buyer households, as defined in the Procedures Manual, whose gross annual income, adjusted for household size, does not exceed 100 percent of the median income for the San Francisco Principal Metropolitan Statistical Area (PMSA). The initial sales price of such units shall be calculated according to the Procedures Manual based on such percentage of median income. This restriction shall apply for a fifty (50) year period from the date of the initial sale of the BMR unit.

(d) All qualifying household shall maintain residence in the on-site BMR unit according to the procedures established in the Procedures Manual.

(e) Sale and resale of on-site BMR units shall satisfy the marketing, sales, reporting and monitoring procedures, including the payment of administrative fees to the monitoring agency if such a fee is authorized by ordinance, according to the procedures established in the Procedures Manual.

(f) The Project Sponsor shall not sell any of the designated on-site BMR units

as market rate units unless and until the First Certificate of Temporary Occupancy for the designated off-site BMR rental units at 1045 Mission Street is issued. Upon issuance of the First Certificate of Temporary Occupancy for the designated off-site BMR units, those units designated as on-site BMR units will no longer be considered BMR units and may be sold as market-rate units.

(g) Should the Project Sponsor elect to rent those units designated as BMR units on the site of the principal project, such units shall be rented to qualifying households, as defined in the Procedures Manual, whose gross annual income, adjusted for household size, does not exceed 60 percent of the median income for the San Francisco Principal Metropolitan Statistical Area (PMSA). The percentage of median income specified herein shall be the maximum income for qualifying households and the basis of base rent for BMR units. Base rent for such units, together with a utility allowance as described in the Procedures Manual (in the event utilities are not paid by the Project Sponsor), shall not exceed thirty (30) percent of 60 percent of such median income, adjusted annually for permitted rent increases as described in the Procedures Manual, for a period of fifty (50) years from the date of initial rental of the BMR unit.

Commercial

1. The Project Sponsor shall direct primary marketing efforts for the retail/commercial spaces to retail/commercial uses permitted in the NC-1 (Neighborhood Commercial Cluster) District and which provide convenience goods and services to nearby residential occupants.

Noise Reduction in Residential Units

1. The Project's residential units are subject to Title 25 of the California Administrative Code which provides standards for maximum interior noise levels in residential units

located in areas with an ambient noise level of 60 dBA or more. The Project Sponsor shall provide to the City an acoustical analysis by a competent acoustical engineer showing how the State-required interior noise level standard of Ldn of approximately forty-five (45) dBA will be met through noise insulation features to be included in the Project.

Transportation

1. One parking space shall be designated and perpetually maintained for each of the residential units.

2. While sub-surface sidewalk vaults are discouraged, should they be installed as part of the Project, the Project Sponsor shall accommodate and pay for the installation of all sub-surface footings, supports and foundations as may be required for future public improvements such as street lights, street trees, trolley wire poles, signs, benches, transit shelters, etc. within Project vault areas. Placement of such improvements is entirely at the discretion of the City.

Performance

1. The Project Sponsor shall transmit a copy of this Exhibit A, Conditions of Approval, to the Office of the Recorder for the City and County of San Francisco for recordation as a part of the property records. This action shall be taken prior to issuance of a site permit or building permit by the Department of Building Inspection.

Scheduling

1. This authorization is valid for a period of five years from the date of approval by the Planning Commission.

2. After five years, an extension for up to an additional three years may be specifically authorized by the Planning Commission. In the case where delays have been caused

by a government agency or legal action, time shall be tolled and the authorization extended for such period by the Zoning Administrator.

FD-302 (Rev. 10-6-95)

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 10/20/2005

SOURCE, who is not in a position to testify, provided the following information:

[redacted] is an [redacted] in San Francisco. [redacted] maintains telephone contact with ROSE PAK. [redacted] refers to PAK [redacted] is or was a member of [redacted]. There was news of [redacted] ROSE PAK called for [redacted]

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b7C
b7D

PAK is believed to be originally from Macau.

SF Field Intelligence Group
Potential Intel Value: Yes ☑ No ☐
Reviewed By: [redacted] Date: 10/20/05
S-Drive Location: [redacted]

Investigation on [redacted] at San Francisco, CA (telephonically)

File # 194B-SF-137418

Date dictated 10/20/2005

by SA [redacted] jcm

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194B-SF-137418-35

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency;

194B-SF-137418
JCM:jcm

1

AT SAN FRANCISCO, CALIFORNIA:

On October 26, 2005, SA [redacted] conducted the following investigation: b6 b7C

FBI Investigative Support Specialist (ISS) [redacted] produced the attached Deed of Trust document, comprised of 5 pages, pertaining to the property located at 712 Sandy Brook, Rodeo, California, recorded at Contra Costa County on March 12, 1991, and indicated to be from county records Book 16447, pp. 599 through 603.

Pages 602 and 603 reflect a signature line with the printed name of borrower as ROSE L. PAK, together with a signature above the line as ROSE L. PAK.

SF Field Intelligence Group
Potential Intel Value: Yes ☑ No ☐
Reviewed By: [redacted] Date: 10/26/05
S-Drive Location:

194B-SF-137418-36

RECORDED AT REQUEST OF
FOUNDERS TITLE CO. 5

MAR 12 1991

MAR 12 1991 4
AT 8 O'CLOCK M.
CONTRA COSTA COUNTY RECORDS
STEPHEN L. WEIR
COUNTY RECORDER
FEE $ 13.00

BOOK 16447 PG 599

WHEN RECORDED MAIL TO

UNITED SAVINGS BANK, F.S.B.
711 VAN NESS AVENUE
SAN FRANCISCO, CA 94102
(ATTN: DOCUMENT CONTROL, #483)
LOAN NO. 121362-8

91 | 43079

121172TP

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on FEBRUARY 27, 1991. The trustor is ROSE L. PAK, AN UNMARRIED WOMAN ("Borrower"). The trustee is U.F. SERVICE CORPORATION, A CALIFORNIA CORPORATION ("Trustee"). The beneficiary is UNITED SAVINGS BANK, F.S.B., A UNITED STATES CORPORATION which is organized and existing under the laws of THE UNITED STATES, and whose address is 711 VAN NESS AVENUE SAN FRANCISCO, CA 94102 ("Lender"). Borrower owes Lender the principal sum of SEVENTY TWO THOUSAND AND NO/100 Dollars (U.S. $ 72,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on APRIL 1, 2006. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in CONTRA COSTA County, California:

LOT 10, AS SHOWN ON THE MAP OF SUBDIVISION 4958, FILED AUGUST 19, 1977 IN BOOK 201 OF MAPS, AT PAGE 16, CONTRA COSTA COUNTY RECORDS.

which has the address of 712 SANDY BROOK (Street)
RODEO (City), California 94572 (Zip Code) ("Property Address");

TOGETHER WITH all improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

BOOK 16447PG 609

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. A charge assessed by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for purposes of the preceding sentence. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first to amounts payable under paragraph 2; second to interest; and last to principal.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Securiy Instrument, whether or not then due, with any excess paid to Borrower. If borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the orginal Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

BOOK 16447PG 604

BOOK 16447PG 602

NON-UNIFORM COVENANTS. Borrower and lender further covenant and agree as follows:

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee shall cause this notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

22. Substitute Trustee. Lender, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Security Instrument is recorded and the name and address of the successor trustee. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee herein and by applicable law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

23. Request for Notices. Borrower requests that copies of the notices of default and sale be sent to Borrower's address which is the Property Address.

24. Statement of Obligation. Lender may collect a fee, not to exceed the maximum amount permitted by law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California ($50.00).

25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

☐ Adjustable Rate Rider	☐ Condominium Rider	☒ 1-4 Family Rider
☐ Graduated Payment Rider	☐ Planned Unit Development Rider	
☐ Other(s) [specify]		

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Rose L. Pak
ROSE L. PAK — Borrower

_____ Borrower

_____ Borrower

_____ Borrower

_____ Borrower

[Space Below This Line Reserved For Acknowledgement]

State of California, San Francisco County ss:

On this 5th day of March, 19 91, before me, the undersigned, a Notary Public in and for said State, personally appeared ROSE L. PAK

known to me, or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) IS subscribed to the foregoing instrument and acknowledged that executed the same.

Witness my hand and official seal.

Signature _____

R. Johnson
Name (typed or printed)

(Reserved for official seal)

OFFICIAL SEAL
R. JOHNSON
NOTARY PUBLIC-CALIFORNIA
CITY AND COUNTY OF
SAN FRANCISCO
My Commission Expires Oct. 22, 1993

My commission expires: 10/22/93

REQUEST FOR RECONVEYANCE

TO TRUSTEE:

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Dated:

_____ _____

UNITED SAVINGS BANK FSB

1-4 FAMILY RIDER

LOAN NO.: 121362-8

(Assignment of Rents)

BOOK 16447PG 603

THIS 1-4 FAMILY RIDER *is made this* 27TH *day of* FEBRUARY , 19 91 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

UNITED SAVINGS BANK, F.S.B.
A UNITED STATES CORPORATION (the "Lender")

of the same date and covering the property described in the Security Instrument and located at:

712 SANDY BROOK, RODEO, CA 94572
(Property Address)

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

B. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

C. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

D. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.

E. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

F. ASSIGNMENT OF RENTS. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph F.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

G. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider

Rose L. Pak (Seal) _____ (Seal)
ROSE L. PAK -Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

END OF DOCUMENT

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 10/26/2005

[redacted] white male, home address [redacted] San Francisco Planning Department, 1660 Mission Street, 5th Floor, San Francisco, California, cell telephone number [redacted], was interviewed by telephone. After being told the interviewing agent's identity and the purpose of the interview [redacted] provided the following information: b6 b7C

San Francisco Planning Commission motions are typically maintained at the San Francisco Planning Department, 1660 Mission Street, Records Center, 6th Floor, San Francisco, California. [redacted] stated that he observed Motion 14513 was there, and that a copy could be obtained therefrom.

See 1A(4)

SF Field Intelligence Group
Potential Intel Value: Yes ☑ No ☐
Reviewed By: JMC Date: 10/25/05
S-Drive Location:

Investigation on 10/26/2005 at San Francisco, CA (telephonically)

File # 194B-SF-137418 Date dictated 10/26/2005

by SA [redacted] jcm b6 b7C

194B-SF-137418-37

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency;

194B-SF-137418
JCM:jcm

1

AT SAN FRANCISCO, CALIFORNIA:

On October 26, 2005, SA [redacted] conducted the following investigation: b6 b7C

FBI Investigative Support Specialist (ISS) [redacted] produced the attached Deeds of Trust documents, pertaining to the property located at 5143 Saddle Brook Drive, Oakland, California, recorded at Alameda County. The 3 page Deed of Trust was recorded December 18, 1991, and the 2 page Short Form Deed of Trust was recorded July 8, 1997.

Each Deed of trust reflects that the property was in the name of ROSE G. BUCK, who acquired title as ROSE K. PAK.

SF Field Intelligence Group
Potential Intel Value: Yes ☑ No ☐
Reviewed By: RH Date: 10/26/05
S-Drive Location:

194B-SF-137418-38

Submitted for Recordation
By and Return to

Bank of America
National Trust and Savings Association

Branch Address City State Zip: LINES OF CREDIT SERVICE CENTER
P. O. BOX 2290
RANCHO CORDOVA . CA 95741

CLE 16680-51328

91335034

Recorded at Request of
North American Title Co.

At 8:30 A.M. DEC 18 1991

Official Records
Alameda County, California
RENE C. DAVIDSON,
COUNTY RECORDER

6
3x2
11

002

SPACE ABOVE THIS LINE FOR RECORDER'S USE

F-896940

DEED OF TRUST
(CustomLine® Equity Account)

This Deed of Trust is made on December 18, 1991 among ROSE G. BUCK, WHO ACQUIRED TITLE AS ROSE K. PAK, AN UNMARRIED PERSON**
****

(collectively and individually "Trustor"); Continental Auxiliary Company ("Trustee"); and the beneficiary, Bank of America NT&SA, a national banking association ("Lender"). Trustee is a subsidiary of Lender. Any non-titleholder signs below as Trustor solely for the purpose of subjecting any community property interest in the property described below to this Deed of Trust.

Trustor and Lender hereby agree:

1. In consideration of the indebtedness described below and the trust created by this Deed of Trust, Trustor irrevocably grants and conveys to Trustee, in trust with power of sale, the property located in the County of ALAMEDA. State of California, described as follows:

LOT 7, IN BLOCK 5, OF TRACT 2230, ACCORDING TO THE MAP THEREOF, FILED JUNE 8, 1962, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY AND OF RECORD IN MAP BOOK 45 PAGES 36 AND 37.

with the street address: 5143 SADDLEBROOK DRIVE OAKLAND CA, 94619 and with Parcel No. 05-0107-007, and including all improvements now or later erected on the property and all easements and rents relating to the above-described property (collectively the "Property").

2. **This Deed of Trust secures:**
   - All obligations of the borrowers in the CustomLine Equity Agreement and Disclosure, dated 12/16/91 and naming ROSE G. BUCK as borrowers, for a revolving line of credit account (the "Agreement"), as well as any extensions and renewals of the Agreement. The Agreement provides for a Credit Limit of $ 50,000.00, allows for repeated credit advances drawn against the Credit Limit, and provides for a variable interest rate. By mutual agreement, Lender may increase the Credit Limit ("Increased Credit Limit"); and
   - Trustor's performance of each obligation in this Deed of Trust.

This Deed of Trust will not secure obligations of the borrowers in the Agreement in excess of the Credit Limit or increased Credit Limit, except for any amounts due to: (a) unpaid interest, or (b) expenses that Lender incurs because obligations of a borrower under the Agreement are not fulfilled (including without limitation, any advances that Lender makes to perform a borrower's duties to pay taxes, insurance, etc.).

91335034

3. **Insurance.** Trustor will keep Property improvements insured at all times against loss by fire, hazards within the term "extended coverage," and any other hazards that Lender may require such as flood insurance. Each insurance carrier and policy is subject to Lender's approval, and each policy will name Lender as a loss payee. Trustor will give Lender and the insurance carrier prompt notice of any loss, and Lender may give proof of loss if Trustor does not promptly do so. If Trustor abandons the Property or fails to respond within 30 days after Lender mails notice to Trustor that an insurance carrier offers to settle a claim for insurance benefits, Lender may, at Lender's option, collect and apply the insurance proceeds to restoration or repair of the Property or to sums secured by this Deed of Trust.

4. **Property Maintenance.** Borrower will keep and maintain the Property in good repair. If this Deed of Trust is on a leasehold, Trustor will comply with the terms of any lease. If this Deed of Trust is on a condominium unit or on a planned unit development, Trustor will perform Trustor's obligations, including without limitation, by-laws, declarations and regulations for the unit or development.

5. **Prior Liens.** Trustor will perform all of Trustor's obligations under any mortgage, deed of trust, or other security instrument which creates a lien having priority over the lien of this Deed of Trust. Borrower will pay all taxes, assessments, and charges resulting from any lien having priority over this Deed of Trust.

6. **Protection of Lender's Security Interest.** If Trustor fails to perform Trustor's obligations under this Deed of Trust, or if any action or proceeding adversely affects Lender's interest in the Property, Lender may, at Lender's option, take any action reasonably necessary (including, without limitation, paying expenses and attorney fees) to perform Trustor's obligations or to protect Lender's interest.

Any sums that Lender pays in accordance with this Paragraph 6 will be additional indebtedness secured by this Deed of Trust. These payments will be subject to finance charge in accordance with the terms of the Agreement and will be due and payable by Trustor immediately upon Lender's demand.

7. **Inspection.** Lender may enter and inspect the Property, after giving Trustor reasonable prior notice.

8. **Condemnation.** Trustor assigns to Lender the proceeds of any award or claim for damages arising from any condemnation or other taking of all or part of the Property, or for conveyance instead of condemnation. The proceeds will be paid to Lender.

9. **Successors in Interest; Joint and Individual Liability; Co-Signors.** This Deed of Trust will bind and benefit the successors in interest of Lender and Trustor, subject to Paragraph 11 below. If more than 1 Trustor is signing this Deed of Trust, Trustor's obligations will be joint and individual. Any Trustor who is not a borrower in the Agreement is: (1) signing this Deed of Trust only to grant and convey that Trustor's interest in the Property to Trustee according to this Deed of Trust, (b) not personally liable for obligations in the Agreement, and (c) agreeing that Lender and a Trustor who is a borrower in the Agreement may extend, modify, forebear, or make any other agreements relating to this Deed of Trust without that Trustor's consent, and without releasing that Trustor from this Deed of Trust or any extension or modification of this Deed of Trust.

10. **Reconveyance of Deed of Trust.** Trustor and Trustor's successors in interest will not be released from Trustor's liability under this Deed of Trust until Trustee, acting with Lender's authority, executes and records a deed of reconveyance that releases Trustor and Trustor's successors in interest from the obligations under this Deed of Trust.

11. **Property Transfer; Due-On-Sale Clause.** If Trustor sells or transfers all or part of the Property or any interest in the Property (or if Trustor's beneficial interest in the Property is altered in any way) without Lender's prior written consent, Lender may, at Lender's option, declare all sums secured by this Deed of Trust to be immediately due and payable.

12. **Default.** If Trustor breaches any term in this Deed of Trust, or if a borrower fails to perform any obligation under the Agreement, Lender may, at Lender's option, declare all sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale under this Deed of Trust and any other remedies permitted by law. Lender may collect from Trustor all reasonable costs incurred in enforcing the terms of this Deed of Trust, including attorney fees and allocated costs of Lender's salaried employees.

13. **Assignment of Rents.** Trustor unconditionally assigns to Lender the rents from the Property, except that Trustor will have the right to collect and retain rents that become due and payable before Lender invokes its right to accelerate under Paragraph 12 above.

14. **Substitution of Trustee.** At Lender's option, Lender may from time to time appoint a substitute trustee to replace Trustee by executing an instrument and recording it with the Recorder in the county stated above. This provision will supersede any other provision for trustee substitution.

15. **Notices.** If a mailing address appears below for any Trustor, Lender's notices to that Trustor will be mailed to the address shown. Otherwise, notices will be sent to Trustor at the Property address shown on the first page of this Deed of Trust.

16. **Governing Law; Enforceability.** The terms of this Deed of Trust will be governed by California law. Lender's failure to exercise any right or remedy under this Deed of Trust will not waive Lender's rights in the future. If any term of this Deed of Trust is found to be unenforceable, all other provisions will remain in full force.

MAILING ADDRESS FOR NOTICES

91335034

Street	City and State	Signature
5149 SADDLE BROOK DR	OAKLAND , CA 94618	Rose G. Buck ROSE G. BUCK

INDIVIDUAL ACKNOWLEDGEMENT

State of California
County of Alameda

On this 16th day of December, in the year 1991

before me, M. L. Ghiglieri a Notary Public

in and for Alameda County,

personally appeared Rose G Buck
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is subscribed to this instrument, and acknowledged that he (she or they) executed it.

(SEAL)

OFFICIAL SEAL
M. L. GHIGLIERI
Notary Public-California
ALAMEDA COUNTY
My Comm. Exp. April 30, 1994

Witness my hand and official seal

Signature M. L. Ghiglieri

This is to certify that this is a true copy of the document on file in this office.

ATTEST: OCT 24 2005

COUNTY RECORDER
ALAMEDA COUNTY, CALIFORNIA

COMMONWEALTH LAND TITLE

Submitted for recordation by, and when recorded, return to:

18 #51803703

Bank of America
National Trust and Savings Association
Branch NO. CALIFORNIA LOAN CENTER
Address 11080 WHITE ROCK RD
City RANCHO CORDOVA
State CA
Zip 95670
Loan #: 02500196895486998
Reference # 010102-971731362060

Recorded in Official Records, Alameda Co.
Patrick O'Connell, Clerk-Recorder
12.00
97167689 08:30am 07/08/97
038 031528 27 13 000063
A02 2 7.00 3.00 0.00 0.00 0.00 2.00

Space above this line for Recorder's Use

SHORT FORM DEED OF TRUST
(EQUITY MAXIMIZER® ACCOUNT)

This Deed of Trust is made on 1st July, 1997 by ROSE G ; K, AN UNMARRIED PERSON WHO AQUIRED TITLE AS ROSE K PAK**** (collectively and individually "Trustor"); Equitable Deed Company ("Trustee"); and the beneficiary, Bank of America NT&SA, a national banking association ("Bank"). Trustee is a subsidiary of Bank. Any non-titleholder signs below as Trustor solely for the purpose of subjecting any community property interest in the property described below to this Deed of Trust. The words "I," "me," and "my" in this Deed of Trust refer to the Trustor, whether one or more.

Bank and I agree:

1. **Property Security.** For the purpose of securing the obligations described below, I irrevocably grant, convey, transfer and assign to Trustee, in trust with power of sale, the property located in ALAMEDA County, California described as follows:

LOT 7, IN BLOCK 5, OF TRACT 2230, ACCORDING TO THE MAP THEREOF, FILED JUNE 8, 1962, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY AND OF RECORD IN MAP BOOK 45 PAGES 36 AND 37.

with the street address: 5143 SADDLE BROOK DRIVE, OAKLAND, CA 94619 and with Parcel No. 085-0107-007, and including all improvements and fixtures now or later erected on the property, and all easements, rights, appurtenances and fixtures now or later a part of or related to the above described property (collectively the "Property").

2. **This Deed of Trust secures:**
   - All obligations of the borrowers in the Equity Maximizer Agreement and Disclosure, dated 07/01/97 and naming ROSE G BUCK as borrowers, for a revolving line of credit account (the "Agreement"), as well as any modifications and renewals of the Agreement. The Agreement provides for a Total Credit Commitment (as defined in the Agreement) of $ 100,000.00, allows for repeated credit advances drawn against the Total Credit Commitment, and provides for a variable interest rate. By mutual agreement, Bank may increase the Total Credit Commitment ("Increased Credit Commitment"); and
   - Trustor's performance of each obligation in this Deed of Trust.

This Deed of Trust will not secure borrowers' obligations under the Agreement in excess of the Total Credit Commitment or Increased Credit Commitment, except for any amounts due to: (a) unpaid interest, or (b) expenses that Bank incurs because obligations of a borrower under the Agreement are not fulfilled (including without limitation, any advances that Bank makes to perform borrowers' duties to pay taxes, insurance, etc.).

To Protect the Security of this Deed of Trust, I Agree: By the execution and delivery of this Deed of Trust and the Equity Maximizer Agreement and Disclosure secured hereby, that provisions (3) to (20), inclusive of the fictitious deed of trust recorded in ALAMEDA County 09/01/95 as Instrument 95202135 in Book/Reel and at Page/Image of the Official Records of the County Recorder of that county, (which provisions, identical in all counties, are printed on the following pages) hereby are adopted and incorporated herein and made a part hereof as though set forth at length; and I will observe and perform such provisions; and that the reference to Property, obligations, and parties in such provisions shall be construed to refer to the Property, obligations, and parties set forth in this Deed of Trust.

97167689

Trustor requests that a copy of ANY NOTICE OF DEFAULT AND ANY NOTICE OF SALE under this Deed of Trust be mailed to Trustor at the Trustor's address shown below, or if no address is shown, then at the address of the Property.

Signature	Mailing Address for Notices: Street City and State
Rose G. Buck ROSE G. BUCK	5143 SADDLEBROOK DRIVE OAKLAND, CA 94619

GENERAL ACKNOWLEDGMENT

State of California
County of Alameda

On ~~July 1,~~ 1997 before me, Lynda M Chan, personally appeared ********** ROSE G. BUCK**********, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Lynda M. Chan (SEAL)

LYNDA M. CHAN
COMM. #1039186
NOTARY PUBLIC-CALIFORNIA
ALAMEDA COUNTY
My Comm. Exp. Sept. 21, 1998

GENERAL ACKNOWLEDGMENT

State of California
County of

On before me, personally appeared personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature (SEAL)

This is to certify that this is a true copy of the document on file in this office.

ATTEST: OCT 24 2005

COUNTY RECORDER
ALAMEDA COUNTY, CALIFORNIA

FD-302 (Rev. 10-6-95)

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 10/26/2005

SOURCE, who is not in a position to testify, provided the following information:

ROSE PAK formerly [redacted]

SOURCE believes that [redacted]

SOURCE stated that [redacted]

b6
b7C
b7D

SF Field Intelligence Group

Potential Intel Value: Yes ☑ No ☐

Reviewed By: [redacted] Date: 10/27/05

S-Drive Location: [redacted]

[redacted] San Francisco, CA (telephonically)

Investigation on [redacted] at

File # 194B-SF-137418-39 Date dictated 10/26/2005

by SA [redacted] cm

b6
b7C
b7D

194B-SF-137418-39

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency;

194B-SF-137418
JCM:jcm

1

AT SAN FRANCISCO, CALIFORNIA:

On November 9, 2005, SA [redacted] conducted the following investigation: b6 b7C

Minutes of a hearing conducted on September 15, 1997, by the South of Market Project Area Committee (SOMPAC), 1035 Folsom Street, San Francisco, California 94103, telephone number (415) 487-2166, telefax number (415) 487-2169, www.sompac.com, regarding 1045 Mission Street (also known as SOMA Residences), San Francisco, California. The developer is identified as the Emerald Fund.

It was noted at the time that approximately 95 units would be set aside as affordable housing.

A copy of the minutes pertaining to 1045 Mission Street is attached hereto.

SF Field Intelligence Group
Potential Intel Value: Yes ☑ No ☐
Reviewed By: [redacted] Date: 11/10/05
S-Drive Location:

194B-SF-137418-40

SOUTH OF MARKET PROJECT AREA COMMITTEE
1035 Folsom Street
San Francisco, CA 94103
Phone: (415) 487-2166 FAX: (415) 487-2169
September 15, 1997

Meeting Participants

Members Present: L. Wayne Batmale, Amy Bayley, Jackie Benjamin, Jim Berk, Roselyn Calangian, Marty Cerles, Marlies Hensel, Martin Herling, Edwin Jocson, Don Marcos, Eric McDougal, Janet Norman, Nick Patel, Rick Patel, Charles Range, Jeff Roth, Antoinetta Stadlman, John Stevens and Willis Warner.
(Note: several members arrived late for the meeting)

Members Absent: Amelita Pascual

Guests: Peter Bosselman, Alicia Duke, Marilyn Griffin, Annabel Hoyt, Russ Keil, Peter Mackenzie, Adrian Newman, Henry Perez, Christopher Reyes, Teresa Vergel, Steve Vettel and Jose Wheelock

Staff: Michael Kaplan and Lucia Mele

Roll Call: The meeting was called to order at 6: 10 PM. The roll was called and there were 17 members present at the start of the meeting. (Two additional members arrived soon after)

Agenda: A motion was made.
Motion: *"To alter the Agenda to place the election of the Chair first."*

Vote: Yes: 15 No: 1 Abstain: 1 Motion Passes

Minutes: The minutes of the meeting of September 8, 1997 were corrected to reflect the proper account of actions taken on the Bylaws. The minutes were then approved as corrected.

New Business

Election of Chair
Two persons were nominated for the Chairperson position, **Charles Range** and **Jeff Roth**. Each presented a brief statement on their qualifications, purpose and general goals. Both expressed a desire to bring the community together based on common purposes.

A vote was taken which resulted in the election of **Mr. Range**. Seventeen members voted: **Range** received 9 votes, **Roth**, 7 votes and there was one abstention.

Mr. Range assumed the position of Chair and asked all members to thank **Mr. Warner** for his efforts as the Acting Chair, which they did.

Proposed Housing Project at 1045 Mission Street
Mr. Kaplan introduced the item stating that the Agency was approached by the developer, Emerald Fund, regarding a proposed housing development at 1045 Mission Street that is currently a large public parking lot between Mission and Minna Streets near Seventh Street opposite the Court House. The developer is requesting that the Agency act to request financing assistance through the California Debt Allocation Committee (CDLAC) for the issuance of mortgage revenue bonds. He wanted the PAC to advise on the Agency's pending action scheduled for October 7th.

The development team consisted of: **Peter Bosselman**, **Adrian Newman**, and **Annabel Hoyt** from the

Emerald Fund; **Steve Vettel** their attorney, **Neil McKenzie** of David Baker Associates, architects for the project and **Russ Keil**, of the Keil Company, the present owner of the property.

The proposed project is for 238 units on a 62,500 square foot site, broken down as follows:
45 2-BR; 3 1 BR; 55 studio lofts; 110 studios; 6 SRO units and 19 live work units.
The project will consist of three levels of apartments above two levels of parking and about 4,400 square feet of ground floor retail on Mission Street. The parking garage that will have an entrance on Minna and Mission Street will have 248 spaces that would be available to residents of the project and also for residential neighbors in the area. The building will be approximately 50 feet high. Existing zoning has a 65-foot height limit.

Mortgage revenue bond financing through CDLAC requires certain levels of affordable housing be built. For this project it is proposed that 40% of the 238 units or 95 units shall be set aside for fifty years for households with incomes that do not exceed 60% of the city's median income.

The Developer is requesting that the Agency approve a so-called "inducement resolution" which indicates the Agency's intent to issue debt in the future for the purpose of financing the project if it gets CDLAC approval. The target is to get CDLAC approval in January 1998. If financing is secured and the project approved, construction could begin as early as April 1998 and be completed in the summer of 1999.

A concern raised by the PAC related to the height and scale of the building and its potential shadowing impact on the proposed children's mini-park at Minna and Russ Streets. The developer and architect were advised to get information on the proposed housing project and mini-park slated to be built at Minna and Russ and coordinate design efforts and to do shadow studies. It was suggested that the height of the building on Minna Street be reduced to better reflect the scale of existing development on the street.

There were also concerns expressed about increased traffic on Minna Street particularly since there would be a garage entrance on the street. Other concerns related to the loss of a significant amount of parking and also to the projected cost of neighborhood parking in the project's parking garage. The developer responded that garage rates would be competitive, in the neighborhood of $60 per month that is considerably lower than the going rate.

After further discussion a motion was made.
Motion: *"to recommend that the Agency proceed with the "inducement resolution" requesting CDLAC to approve the issuance of mortgage revenue bonds for the project."*

Vote: **Unanimous** **Motion Passes**

It was agreed that the developer and architect would return to the PAC for further review and community input if and when the project moves ahead. It was suggested that a committee of the PAC work with the developer on the design. The developer responded affirmatively to that idea expressing a desire to get community input.

Old Business

Staffing and funding matters
Mr. Cerles indicated that the Resources Committee had not met to discuss staffing and funding issues. He said he had received a draft RFP from the Agency to seek a consultant to act as administrative coordinator for the PAC, but the Committee has not yet reviewed the RFP. **Mr. Roth** took exception to the draft RFP stating that it did not address the wishes of the PAC to engage a local non-profit organization to act as the fiscal agent for the PAC as its consultant, it gave the Agency too much authority over the consultant, it didn't respect the budget and program that the PAC had developed and was generally insensitive to the PAC's desire to be independent. **Mr. McDougall** echoed **Mr. Roth's**

concern indicating that the PAC should have an arm's length relation to the Agency.

Mr. Kaplan said that the RFP is a draft and could be modified to reflect PAC concerns. The key document will be the contract between the Agency and the consultant and the scope of work detailed in that contract. He said the intent was to provide a consultant/s who would serve the PAC and be responsible solely to the PAC. The proposed budget reflects one consultant staff person and office space needs for one year. If there is a need to engage additional staff or if office operations requires additional budget, the Agency would consider modifications to the budget accordingly.

It was suggested by the Chair that the matter be discussed at the next PAC meeting after the Resources Committee has considered the matter and develops its own recommendations. **Ms. Stadlman** suggested a motion for PAC action.
Motion: *"For the creation of an RFP, which after its subsequent approval by the PAC shall be available to those nonprofit agencies interested in serving as the fiscal sponsor to the PAC and the creation of such job description for the PAC's approval for those staff positions that the PAC deems necessary for its operations."*

Vote: Yes: 12 No: 3 Abstain: 1 Motion Passes

Mr. Range suggested that the existing Resources Committee continue its work.

Delta Hotel
Lucia Mele, from the Agency, gave an update on the relocation of Delta Hotel fire victim tenants. She said that the Agency is seeking a contract with Catholic Charities, for up to $20,000, to assist in finding permanent relocation units for the displaced tenants. Some 218 persons resided in the Delta. To date 43 have been relocated to permanent housing and the remaining 175 have been temporarily relocated. Janet Norman said the PAC should recommend approval of the proposed contract with Catholic Charities.

In response to a question, it was pointed out that there was no relationship between Catholic Charities and Mercy Charities. **Mr. Marcos** said that there were approximately 131 of the Delta tenants who were Filipino whose special needs should be addressed. **Ms. Mele** said that they would be. A motion was made.
Motion: *"The PAC recommends approval of Catholic Charities for an Agency contract to assist in the relocation of the Delta Hotel fire victims.*

Vote: Unanimous Motion Passes

Mr. Berk said that HUD regulations apparently precluded displaced Delta tenants to be relocated into the Rose Hotel and suggested that the PAC ask HUD to waive its regulations because of the present emergency situation and made a motion to the effect that former Delta residents be given second priority to be relocated in the Rose.

Discussion followed and it was pointed out that there had been some 807 applications for residency in the Rose for 73 rooms. Because of McKinney funding for the Rose, homeless persons have first priority. 15 Delta tenants applied to the Rose. It was said that the outreach to those displaced from the Delta was not thorough. Two motions were made.
Motion: *"For the PAC Chair to send a letter to the Mayor's Office of Housing and the Redevelopment Agency requesting that the City/Agency request HUD to change its priority criteria and provide accommodation in the Rose for those displaced from the Delta."*

Vote: Unanimous Motion Passes

Motion: *"For the City and Agency to provide additional funding for temporary housing and extend the time of the temporary relocations of Delta tenants."*

Vote: **Unanimous** **Motion Passes**

The Chair subsequently sent letters to the City/Agency (see attached).

SOMA Health Center

Chair Range *turned over the Chair to* **Mr. Roth** *for this item, indicating that he would not participate in* the discussion. He then introduced **Marilyn Griffin** from the SOM Health Center who explained that the Health Center is undertaking a needs assessment study and a business plan as a preliminary step in building a new Health Center in the South of Market. The study will cost $75,000. They have already secured funding commitments for $25,000 and have an additional $25,000 pending. The Center is seeking $25,000 from the Agency to make up the difference. The Agency has already committed $1 million toward the acquisition of a site for the Center. If they do not get the $25,000 pending funds, they will proceed with $50,000 to start the study.

In response to a question from **Ms. Norman** on how the needs assessment was to be done, **Ms. Griffin** said that much would be done through personal interviews with residents of the area to determine what types of health services are needed. They will also use information gathered from their present clientele at the present Clinic. The PAC stressed that outreach to gather broad community input was critical to a successful program. **Mr. McDougall** moved to recommend the $25,000 funding.
Motion: *The PAC endorses the Agency funding $25,000 towards a needs assessment for the SOM Health Center."*

Vote: **Unanimous** **Motion Passes**

Mr. Range did not vote.

Timing of PAC Review on Agency Activities
Because of the lateness of the hour, this item was put over to the next meeting

Next Meeting
There was a motion made to have a special meeting either on September 29th or October 6th to discuss PAC business prior to the regularly scheduled meeting on October 20th. October 6th was selected by the advocates for an earlier meeting as the preferred date however the motion failed by a close vote.

Public Comment:
There was no public comment.

With there being no further business, the meeting was adjourned at 8:50 PM

Respectfully submitted by: **Michael Kaplan**

194B-SF-137418 -41
JCM:jcm

AT SAN FRANCISCO, CALIFORNIA:

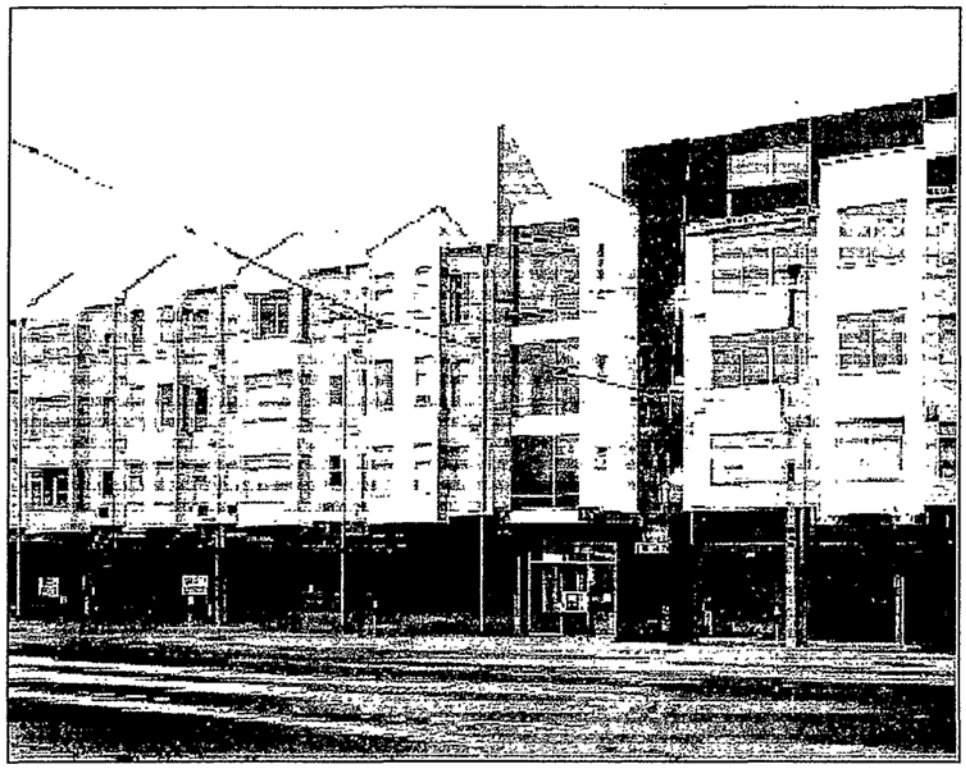
On November 9, 2005, SA [redacted] conducted the following investigation: b6 b7C

Information regarding 1045 Mission Street (also known as SOMA Residences), San Francisco, California, was obtained from the website for South of Market Project Area Committee (SOMPAC), 1035 Folsom Street, San Francisco, California 94103, telephone number (415) 487-2166, telefax number (415) 487-2169, www.sompac.com. The developer is identified as the Emerald Fund.

The SOMA Residences are noted to constitute "Inclusionary Housing", including "55 Affordable Unites at 50% AMI".

A copy of the 1-page printout pertaining to SOMA Residences is attached hereto.

SF Field Intelligence Group
Potential Intel Value: Yes ☑ No ☐
Reviewed By: [redacted] Date: 11/10/05
S-Drive Location:



Inclusionary Housing

1045 Mission Street

San Francisco, CA 94103

Developer: The Emerald Fund

223 Market Rate Units

55 Affordable Units at 50% of AMI

194B-SF-137418 - 42
JCM:jcm

1

AT SAN FRANCISCO, CALIFORNIA:

On November 9, 2005, SA [redacted] conducted the following investigation:

b6
b7C

Information regarding SOMA Residences, 1045 Mission Street, San Francisco, California, was obtained from the website for David Baker + Partners, www.dbarchitect.com, telephone number (415) 896-6700, the firm which designed the SOMA Residences. The developer/client was Emerald Fund, telephone number (415) 777-2914.

The SOMA Residences are noted to be comprised of "affordable" apartments.

A copy of the 8-page printout pertaining to SOMA Residences is attached hereto.

SE Field Intelligence Group

Potential Intel Value: Yes ☑ No ☐

Reviewed By: [redacted] Date: 11/10/05

S-Drive Location:

194B-SF-137418-42

soma residences

market rate and affordable apartments with retail and live/work

san francisco, california

2001 gold nugget grand award

brochure version pdf

san francisco bike tour

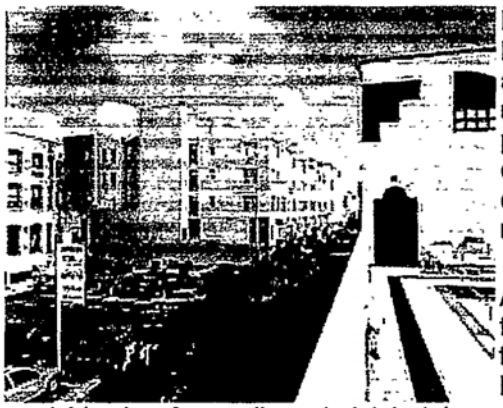
publications

Residential Multifamily Housing

Architectural Record, February 2002, pp.160-162.

NorCal Gold Nugget winners

San Francis Chronicle, Sunday July 29, 2001.

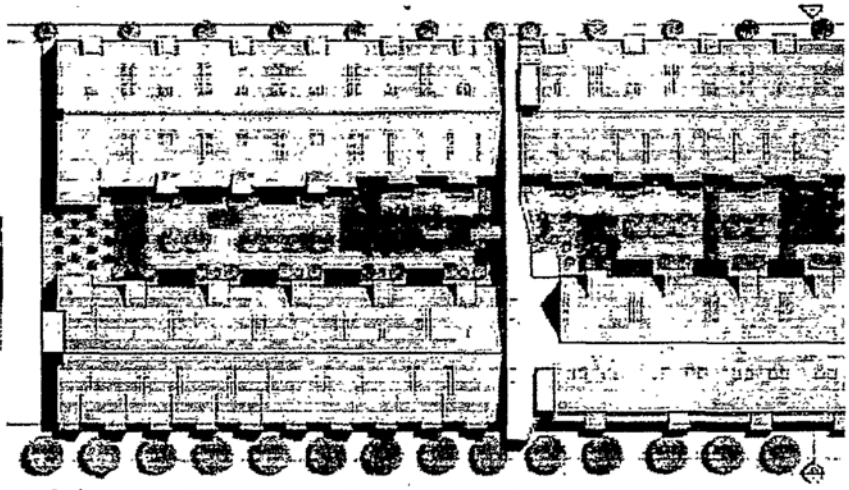


poolside view from adjacent pink hotel

Located on Mission Street, in the south of market area of San Francisco, this project is comprised of 278 units of affordable and market rate apartments, sitting on top of a two level mixed use podium. The commercially active Mission Street side of the podium contains street level retail while the residential character of the Minna Street side is reinforced by the presence of 20 ground level live/work lofts. Two levels of commercial and residential parking are located between the live/work and retail.

Above the podium, the apartment units are contained in two three-story buildings surrounding two large courtyards. Access to the apartments and courtyards is achieved by a three level bridge/lobby that divides the buildings and the courtyards while connecting all the resultant parts. The entire top floor has loft mezzanine units which feature additional skylights or clerestories.

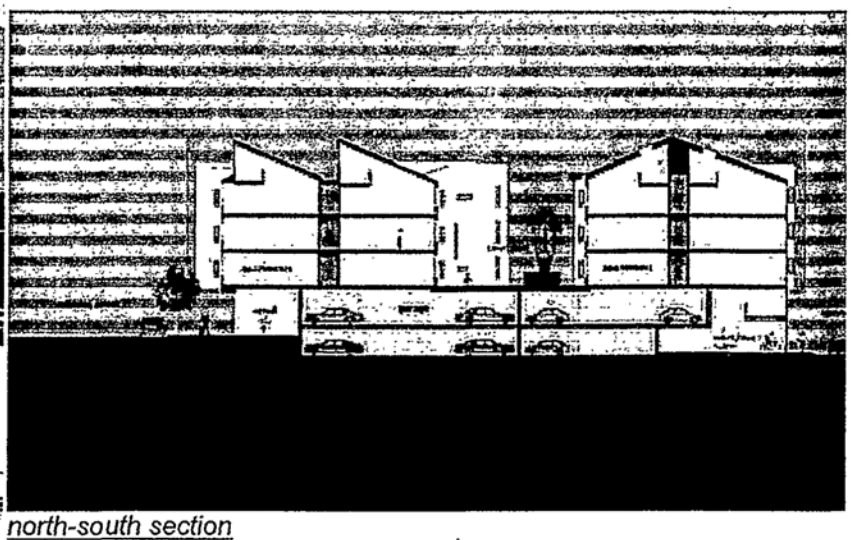
northwestern view across mission street



roof plan

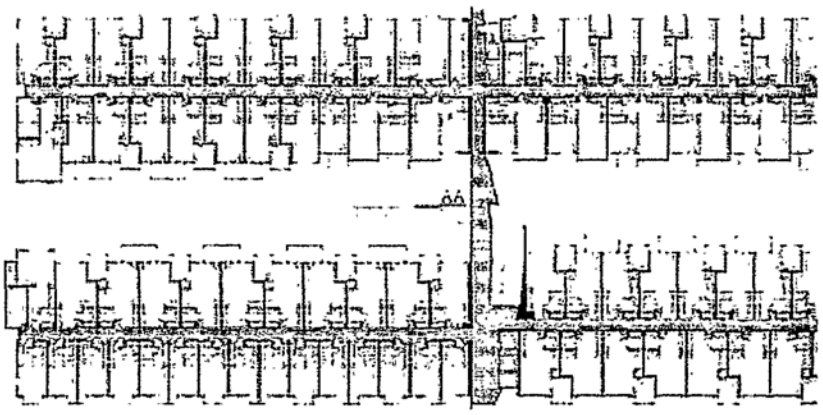
southwestern view across mission street

mission street elevation

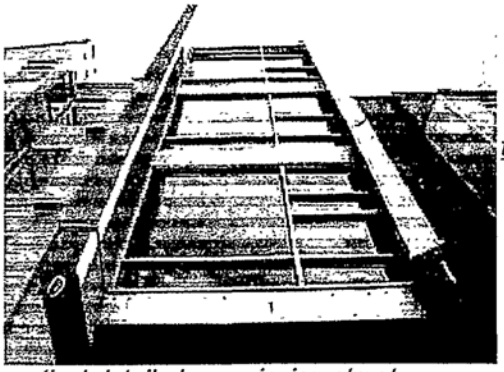


north-south section

main entrance to residences and retail space along mission street



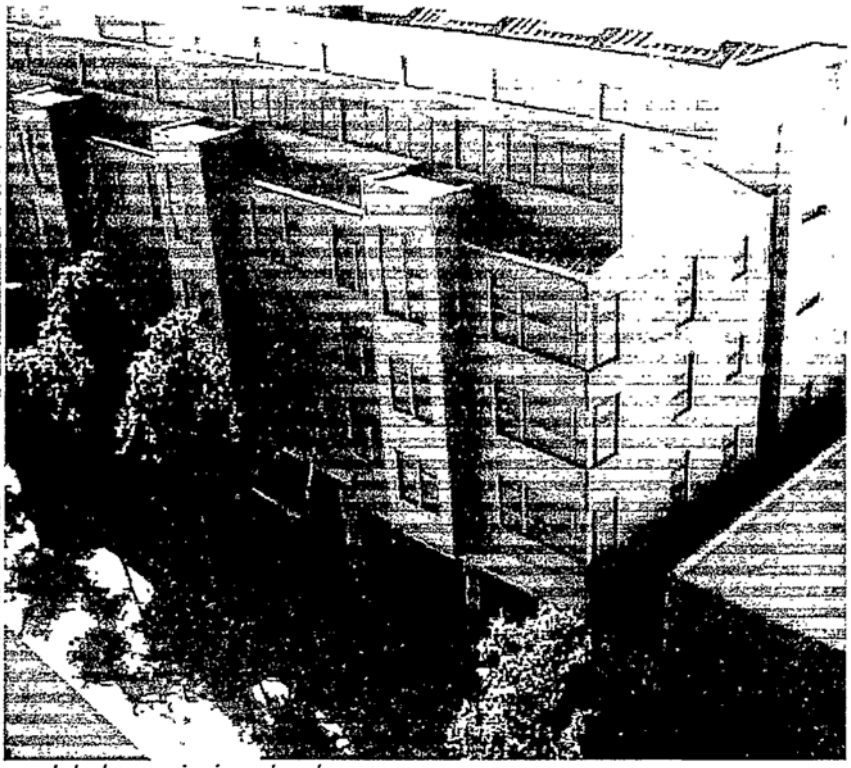
typical residential floor plan



vertical detail along mission street entrance.

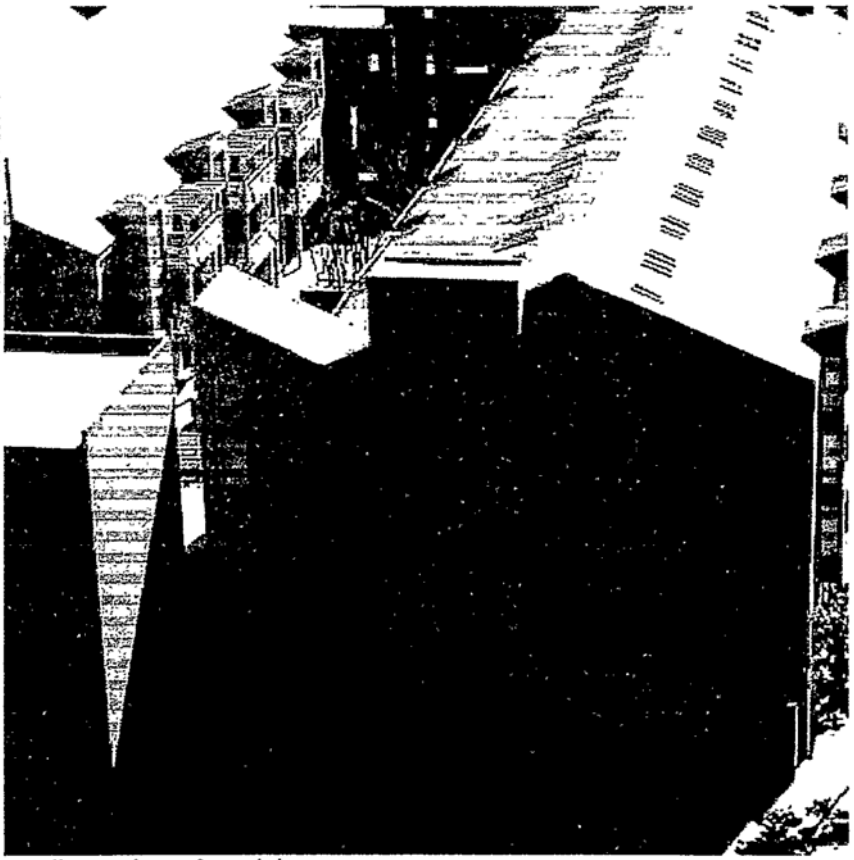
photo by nick gomez

florescent lights buzz to life as another day winds down



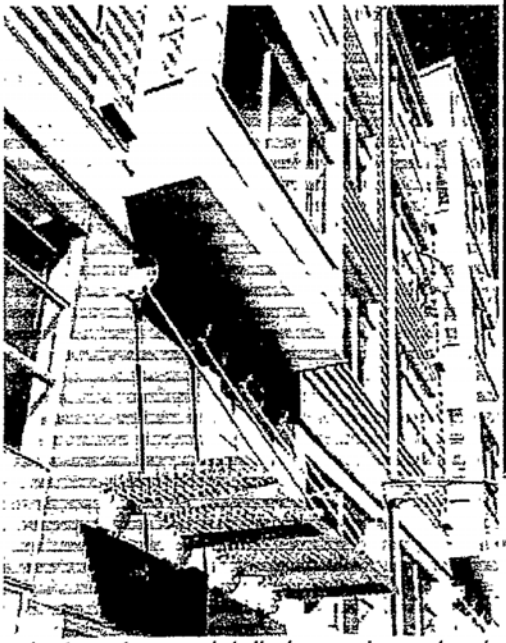
model along mission street
photo by michelle peckham

live/work units have private, ground-level entrances from minna street

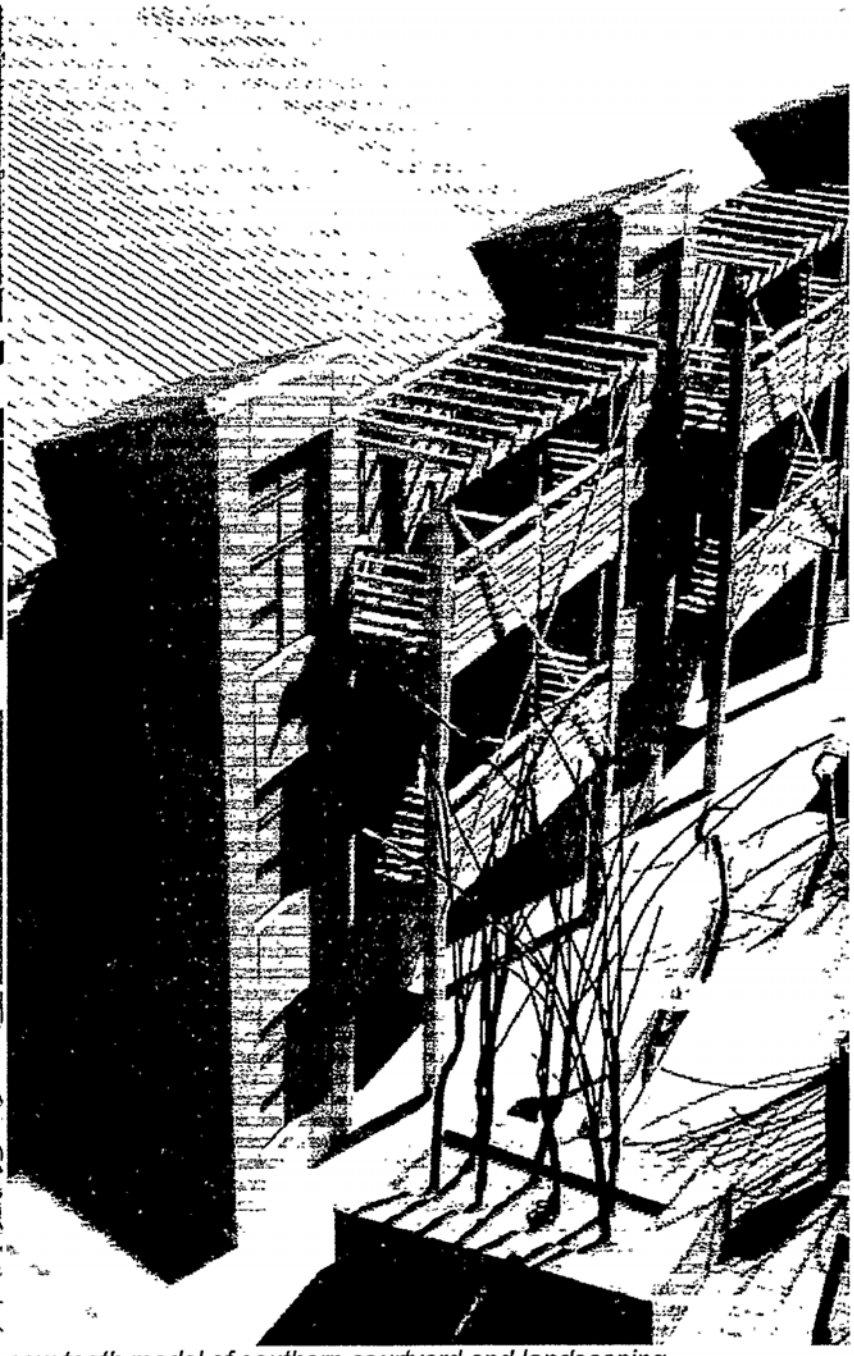


southern view of model
photo by michelle peckham

northern view down minna

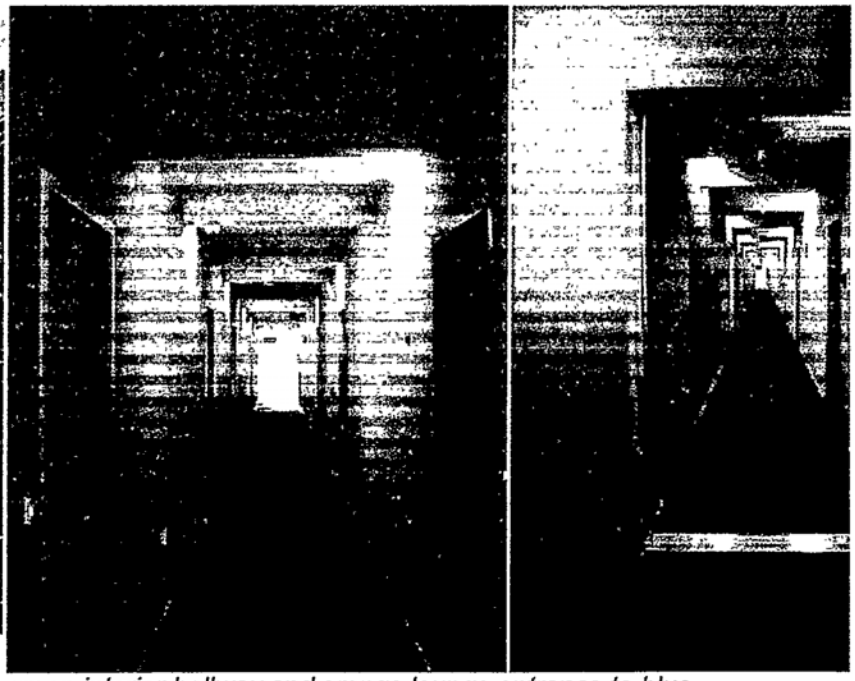


private entrance detail along minna street



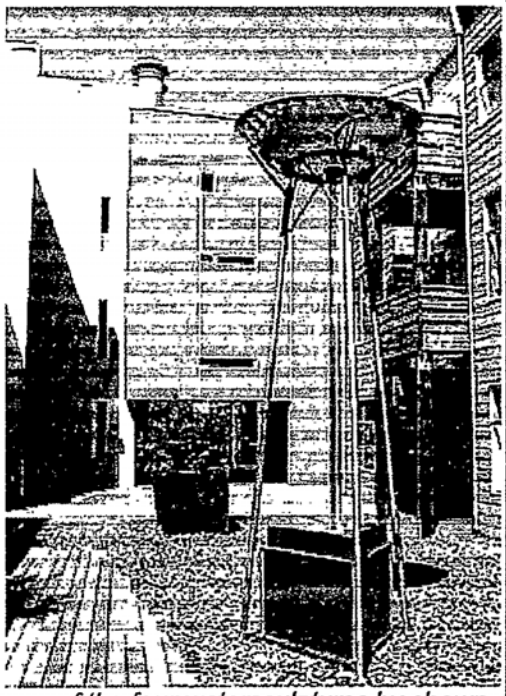
saw tooth model of southern courtyard and landscaping
photo by michelle peckham

view of the southern side of the interior courtyard



green interior hallway and orange lounge entrance to blue residential hallway

photos by nick gomez



one of the four watersculptures by shawn lani swirls in the interior courtyards

photo by michelle peckham

the common area is brightened by a bold orange wall and a variety of windows that overlook the north and south courtyards

photos by michelle peckham

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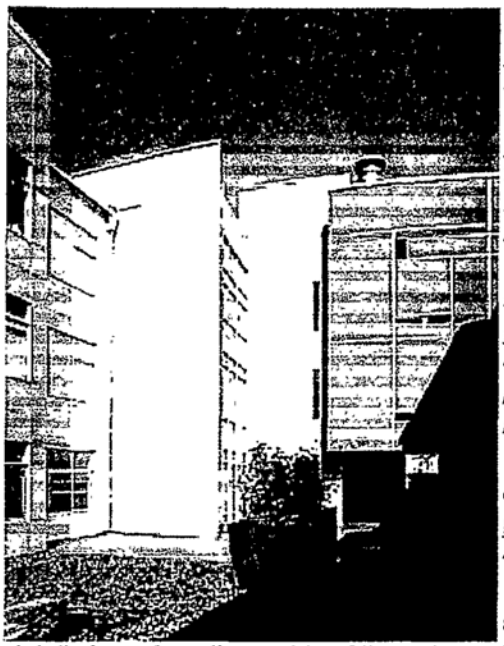
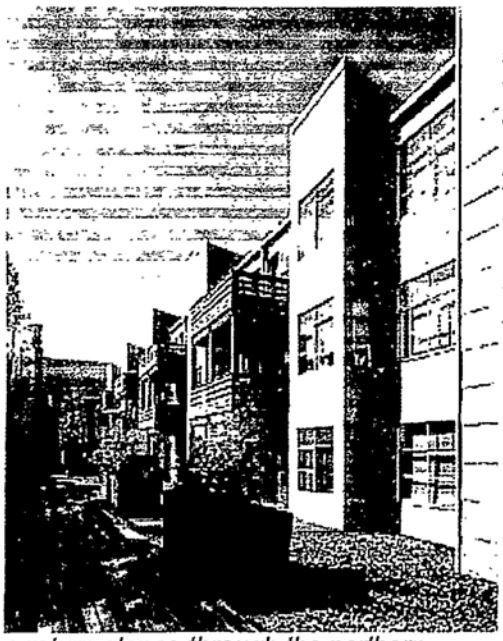


detail view of southern side of the color mural along the bridge wall



a return glance through the northern courtyard

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color consultant
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jane martin

photographer
brian rose

for vacancies:
Marnie@emeraldfund.com

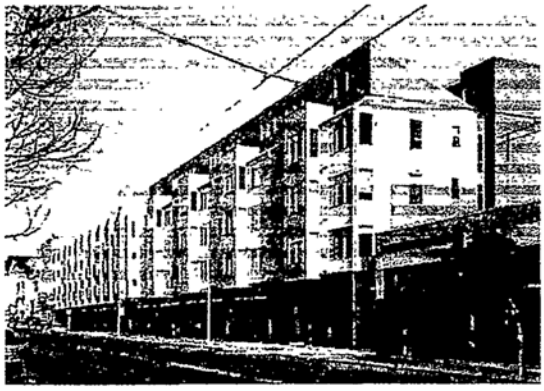
project data
soma residences
1045 mission
san francisco, california

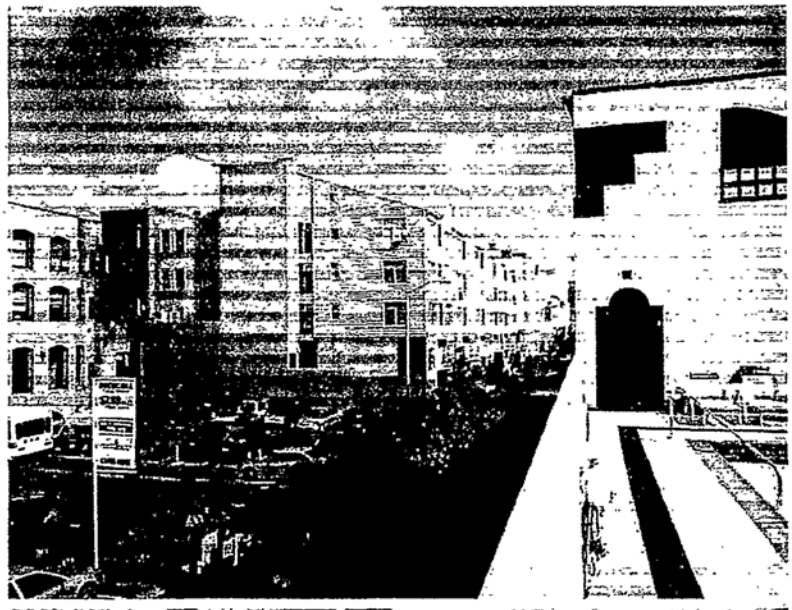
completed 2000	
number of units	
loft	20
studio	78
1 bedroom	180
total	278
commercial	
retail sf	4,127
density ratios	
project sf	257,933
site sf	61,334
acres	1.4
total bedrooms	278
bedrooms/acre	197
units/acre	197
parking	
total	251
spaces/unit	0.9
type	podium

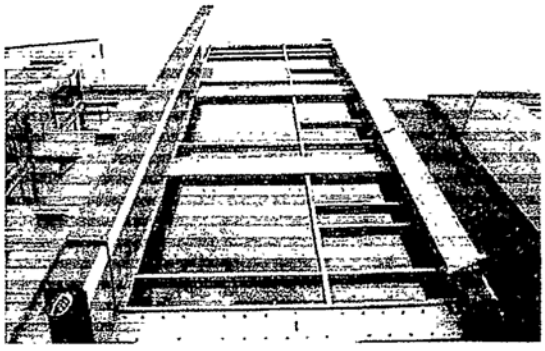
PROJECT **SOMA RESIDENCES**

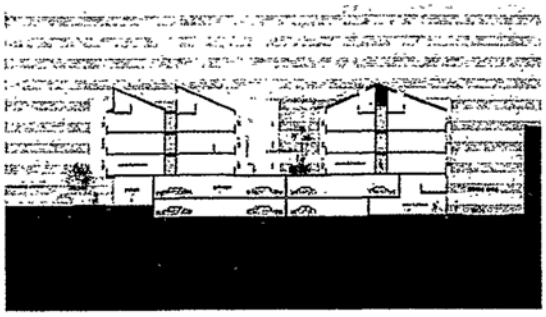
SoMA Residences is a mix of affordable and market rate apartments sitting on top of a two level mixed use podium. The commercially active Mission Street side of the podium contains street level retail while the residential character of the Minna Street side is reinforced by the presence of 20 ground level live/work lofts. Two levels of commercial and residential parking are located between the live/work and retail. Access to the apartments and courtyards is achieved by a three level bridge/lobby that divides the buildings and the courtyards while connecting all the parts.

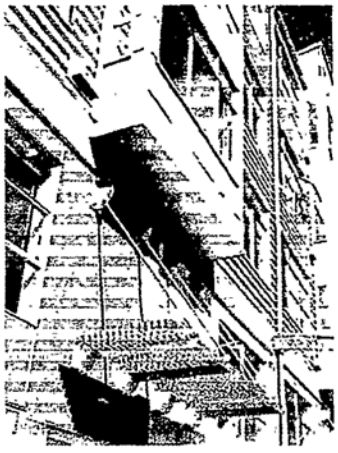
ADDRESS	UNIT COUNT		DENSITY RATIOS	
1045 MISSION STREET	LOFT	20	PROJECT SF	257,933
SAN FRANCISCO, CALIFORNIA	STUDIO	78	ACRES	1.4
	1 BEDROOM	180	UNITS/ACRE	197
STATUS	TOTAL	278		
			PARKING	
2001 GOLD NUGGET GRAND AWARD			TOTAL	251
			SPACES/UNIT	0.9
			TYPE	PODIUM
			COMMERCIAL SPACE	
			RETAIL	4,127











FD-302 (Rev. 10-6-95)

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 11/04/2005

Attached hereto are two publications indicating ROSE PAK's official capacity as an employee or consultant to the Chinese Chamber of Commerce:

1. San Francisco Public Utilities Commission web-site newsletter dated June 10, 2003

2. Pacific News Service article, by PUENG VONGS, published on the IM Diversity.com website dated May 3, 2005

SF Field Intelligence Group

Potential Intel Value: Yes ☑ No ☐

Reviewed By: [signature] Date: 11/4/05

S-Drive Location:

Investigation on 11/04/2005 at San Francisco, CA

File # 194B-SF-137418 Date dictated 11/04/2005

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What Is the Future for San Francisco's Chinese Matriarchs?

In recent decades, women have led the nation's most historic Chinese community. Now two influential female leaders are departing amid scandal.

By Pueng Vongs, Pacific News Service

SAN FRANCISCO - May 03, 2005 - Last month, two of the city's most influential Chinese leaders resigned from public posts within days of one another. They were both women.

Much has been made of the events leading to the exits of Assessor-Recorder Mabel Teng and San Francisco Housing Commissioner Julie Lee -- both under the shadow of scandal. But equally pertinent to their stories is how they and other women came to wield so much power in the city in recent decades.

The sight of women leading the nation's most historic Chinese community, where Chinese make up almost a quarter of San Francisco's population, has become commonplace. It has been more than a century since the first Chinese immigrated to San Francisco, still known as Old Gold Mountain to Chinese. The city has always been the center of political, economic and cultural affairs for the nation's Chinese, setting the pace for other communities in the country.

Once allowed to enter the country legally only as wives and daughters of Chinese laborers, Chinese women in recent decades have risen to leadership positions in the community and city, galvanizing the merchants of Chinatown, serving in elected offices and leading neighborhood protests for better schools.

For many, their leadership roles sprung out of more traditional ones. "In Confucian societies, the women are the ones running the households while the men are the traditional wage earners," says David Lee of the Chinese American Voter Education Committee. "They are raising the kids, managing the money, and this makes them more intimately involved in their neighborhoods. When issues arise in the schools or in the neighborhoods they are often the ones taking action and forming networks."

"Women show a deep compassion for issues and are more likely to

Asian-Ame Village Ne

Associ

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roll up their sleeves and work at the grassroots level," says Yvonne Lee, community advocate and former U.S. civil rights commissioner. "Many run nonprofits, which helps them build a political base." She says men tend to take more traditional routes to public office, which can hurt them when they run for top offices. "The community is looking at your track record."

Teng began her early career in immigrants rights, working for the Chinese Progressive Association. She later went on to run a local nonprofit job training center. This gave her a springboard into elected posts at the San Francisco Community College Board and later the Board of Supervisors.

Teng is currently leaving office amid cronyism charges and accusations that she gave a property tax break to a campaign donor and contractor who worked on her home. Teng says she is leaving primarily for personal reasons.

Chinese women in the city often faced tough opposition from the early male-dominated Chinese immigrant societies such as the Chinese Six Companies, which for almost a century called the shots in the community. Some of these associations still have men-only membership rules.

"Even today I sit at a banquet with Chinatown leaders from across the nation and they male," says Rose Pak of the Chinese Chamber of Commerce in Chinatown. "And I stan them why. As usual I push my way in." Active in issues from healthcare to housing, Pa known as the gatekeeper of the Chinese community for many decades. She was largel for rallying the Chinese to elect Willie Brown to his first term as mayor.

Like other politicians, many of these women shrewdly combined their connections and community with their own interests. Julie Lee helped begin the San Francisco Neighbo (SFNA) in 1997 to protest a residential code that would limit the expansion and destru homes in the city. At the time she was a realtor who benefited from increasing the valu owned by Chinese American families. After the SFNA played a dominant role in organiz Chinese community to save the Central Freeway, Julie Lee became a major political pla overnight.

She resigned after charges that she diverted taxpayer money pegged for her nonprofit campaign fund for California's secretary of state.

Another community matriarch who has reaped the benefits of community connections Fang, whose family recently sold the city's *Examiner* newspaper. She and her husband now deceased, often held political fund-raisers with wealthy Chinese and touted candic *Independent* newspaper, which they owned, and *AsianWeek*, which they still own. The cultivated close associations to politicians on the local, state and national level.

Many observers and analysts also point to the large role ambition plays in these wome Lee, Fang and Pak each came from modest immigrant beginnings.

U.C. Berkeley Professor L. Ling-chi Wang says societal attitudes toward Asian women and hinder Asian women leaders. "Racism and sexism are still very prevalent in the po And as a result, white America may be more willing to accept an attractive Asian fema also make the women even more ambitious."

With the departure of Teng and Julie Lee, the Chinese community is concerned about diminishing political representation. Supervisor Fiona Ma, the last remaining Chinese in City Hall, has said that she plans to run for state assembly.

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Of Interest

"After what happened with Mabel and Julie, some blame the media for targeting Chinese, and (say) we must support these officials," Pak says. "But how can you support them when they are doing unethical things? We as a community need to do some soul searching and help our people avoid pitfalls."

Career (

Featured Op
in San Fr

Yvonne Lee says there is no shortage of women willing to step up into leadership positions. "Betty Yee is an up and comer planning to run for the state E Equalization. In Oakland, Assemblywoman Wilma Chan and Alice Lai Bitker are facing on the city council. And on the state level you have sitting Assemblywomen Judy Chu a For each Mabel or Julie you have two Betty Yees and Judy Chus."

Pueng Vongs is an editor of New California Media, an association of over 700 print, broadcast a ethnic media organizations founded in 1996 by Pacific News Service and members of ethnic medi

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Founded in 1969, Pacific News Service is a nonprofit media organization dedicated to seldom heard, often most misunderstood or ignored voices and ideas into the public f produces a daily news syndicate and sponsors magazine articles, books, TV segments

*New California Media is a nationwide association of over 700 ethnic media organizations representing the development of a more inclusive journalism. Founded in 1996 by Pacific News Service, NCM promotes ethnic media through events such as the NCM Ethnic Media E Ethnic Media Awards, a National Directory of Ethnic Media, and such initiatives as the feature **NCM Exchange Headlines from Ethnic Media**, offering top headlines diges ethnic media worldwide, updated five days a week.*

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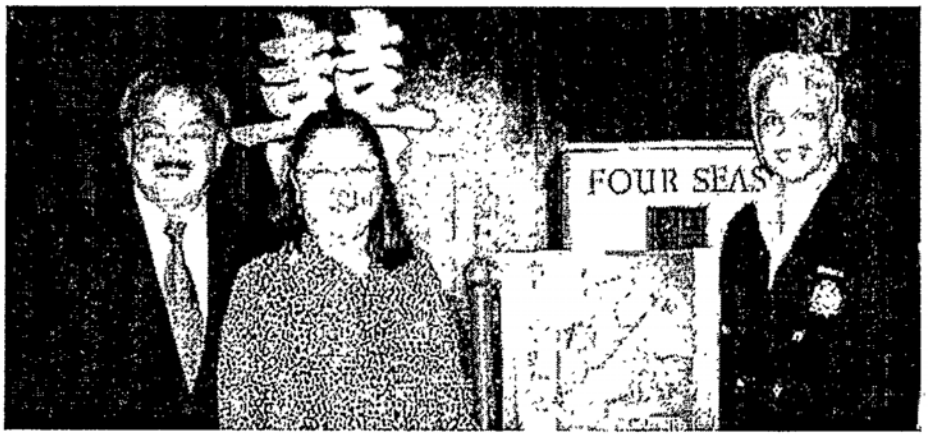
Chinatown Spruces Up for Summer Tourists

06/10/2003



The SFPUC is one of the City's lead agencies to spruce up Chinatown in a campaign organized by the Chinese Chamber of Commerce to fight lingering decline in local and tourist business. Called the "Chinatown Summer Scrub-Down," the campaign will install new garbage cans, remove graffiti, trim trees, fix potholes, steam-clean sidewalks, paint curbs, and inspect public and restaurant restrooms.

Rose Pak, Consultant to the Chinese Chamber of Commerce, said that Chinatown businesses have suffered since the September 11, 2001 incident and the SARS scare has made matters worse. "This campaign is a great example of joint partnership between the public and the private sectors. It shows how much more we can accomplish when we work together." At a campaign kick-off press conference last Friday June 6th, Ed Lee, Director of Public Works and campaign coordinator, reported that his crew has already started repainting the Chinatown Gateway at Grant Avenue and Bush Street.

SFPUC General Manager Patricia E. Martel noted her staff has started inspection of Chinatown's historical dragon lights, cleaning the glass covers, replacing bulbs and repainting light posts where needed. An SFPUC maintenance team will check and clear catch basins to stop unpleasant odors. "We're proud to be involved in beautifying this great neighborhood," Martel said. "We will do our best to make Chinatown's many attractions shine for tourists and locals alike."

Chinese American contractors have committed free labor to repaint restrooms, provide hand wash dispensers, and install new toilet seat covers for participating restaurants. The Department of Public Health will make final inspection and issue certificates to those that make

the grade. The Chinese media also chipped in $50,000 worth of free advertising to promote the event.

The Chamber sets a deadline for the Chinatown Scrub-Down of June 28th, when all the city departments will report on their accomplishments.

Photo caption (from left): Ed Lee, Director of Public Works, Rose Pak, Consultant to the Chinese Chamber of Commerce, and Pat Martel, SFPUC General Manager, at the Chinatown Summer Scrub-Down press conference in the Four Seas Restaurant on Grant Avenue.

Learn more about related Organizations at SFPUC:
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Chinatown Spruces Up for Summer Tourists
06/10/2003

The SFPUC is one of the City's lead agencies to spruce up Chinatown in a campaign organized by the Chinese Chamber of Commerce to fight lingering decline in local and tourist business. Called the "Chinatown Summer Scrub-Down," the campaign will install new garbage cans, remove graffiti, trim trees, fix potholes, steam-clean sidewalks, paint curbs, and inspect public and restaurant restrooms. read more

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Preview home page.

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Date of transcription 11/04/2005

Attached hereto is a copy of a news article from the January 31, 1996, edition of the San Francisco Examiner which indicates that ROSE PAK is an unpaid consultant to the Chinese Chamber of Commerce, and that she relies upon [redacted] for her living expenses. b6 b7C

SF Field Intelligence Group

Potential Intel Value: Yes ☑ No ☐

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Strong voice for Chinatown

- Gregory Lewis, OF THE EXAMINER STAFF
Wednesday, January 31, 1996

SAN FRANCISCO -- IF ROSE PAK has lost her juice - or has no political influence - you wouldn't know it by people's reactions to her.

Sitting in the Gold Mountain Restaurant on Broadway last week, Pak was approached by a waiter who patted her shoulder and said, "Rose, you did a good job for Fred Lau."

She just smiled, accepting the compliment in stride.

But Pak, 47, who seems to go by the title Chinatown activist, is laughing hard inside.

"She has tremendous national pride," said Supervisor Mabel Teng. "I think that is what motivates her to do what she does."

Whether she is supporting Ben Hom, whom former Mayor Frank Jordan ousted as the president of the Redevelopment Commission, raising money in her community for political candidates, such as Mayor Brown and former Mayor Art Agnos, battling over the fate of the Embarcadero Freeway, or leading the fight to save the Chinese Hospital on Jackson Street, Pak sometimes creates controversy, is certainly not afraid of it and often relishes it.

"I don't care," she said about the media's declarationthat she has diminishing influence with the mayor for whose election she worked hard. "My community still supports me."

The questions about Pak's influence - diminished or not - come in light of her role in triggering the first public spat among Brown's mayoral family.

Brown's campaign manager, Jack Davis, criticized new Police Chief Fred Lau as a lightweight, saying Lau had lied on his resume. Pak, a patron of Lau's, blasted back by saying Davis was seeking revenge because his choice -

"his white boy" in Pak's words - was overlooked for a top police post.

Pak threatened to oppose the ballot proposition for a new Giants ballpark, a campaign run by Davis, unless Brown severed relations with Davis and forced the team to fire him.

Pak's words rippled further into the political circles when state Sen. Quentin Kopp, one of three co-leaders of the ballpark campaign, labeled her a racist, called her

"an illegal immigrant at one time" and described her as someone with "no political clout whatsoever."

Pak says she wears Kopp's slams as a badge of honor.

"He accuses me of trying to limit Jack Davis' right to speak," she said. "But his comments about me being an immigrant and therefore not having a right to speak - that's a double

standard."

Pak is a legal immigrant who ran into trouble with immigration in 1988 because she had overstayed her visa.

Timing is everything

In retrospect, Pak said, she escalated the feud because Davis' criticisms came two days before the Giants previously scheduled kickoff rally for the March 26 ballot campaign.

"I just seized the opportunity," Pak said. "Jack Davis gave me the timing."

Pak said she was so upset about Davis' attack on Lau because "the man's family came from around the country to see him get sworn in. The first Asian police chief in the United States, and they open the paper to see (Davis' attack).

"So I said how do we get back the man's honor when he's attacked that way. All that name calling - "lightweight, liar, no leadership qualities' - we've been fighting those kinds of stereotypes all our lives."

Pak said she had chosen to go after the Giants ballpark because the most effective political strategy was to hit the opponent in the pocketbook.

But she also knew that asking for a public apology would yield nothing - not even an apology.

"Ask only for that, and you get buried on page 28," said Pak, who has a master's degree in journalism from Columbia University and worked as a Chronicle reporter off and on for eight years.

She doesn't care much about the media's perception that she is no longer a key player in the Brown administration.

"People think you don't have any clout anymore, they don't bug you," she said. "But there are 120 resumes on my desk from people who think I can get them a job."

Turning pain to power

Pak arrived in the United States in 1967 to attend San Francisco College for Women. She knew she wanted to be in journalism.

"I wanted to influence people and crusade and fight for weaker people," she said. "I thought I'd be a teacher until I was 13. Then I saw the might of the newspaper."

She had been a Chinese refugee, fleeing to Hong Kong in 1951 with her mother and two sisters. Her father, a millionaire businessman whose name was on the top of the black list, disappeared in the exodus, she said.

Her mother, who had never worked in her life until then, took a job to support the family. When she became ill, Pak and her younger sister were sent to a Portuguese boarding school

for girls in Macao. The nuns who ran the school were Italian.

Pak was 9 years old at the time.

Soon, she mastered Portuguese, learned some Italian and learned Mandarin. Until then, she spoke Cantonese.

She turned her pain into power.

"The teacher loved to get me to read the classics (aloud)," she recalled. "The classroom would roar with laughter at my accent.

"We had no relatives. There were no weekend visits like the other girls. . . . So I organized weekend field trips to survive."

"The second year," she said, that characteristic mischievous smile creeping across her face, "I was running the boarding school."

She was bright, creative and naughty. She also was the girls' leader.

"I always topped everyone in fund raising, selling raffle tickets," she said. "I just tried harder than most people. I never give up. Every day I wake up, it's a new day. I start again. I don't think I've ever given up."

Pak says she sleeps four hours maximum and loves the wee hours of the morning to read, listen to music and think.

Pak is an unpaid consultant to the Chinatown Chamber of Commerce; she relies for her living expenses on her companion, banker Stephen Fong. She may be up or down with any given political bloc, but don't doubt her support in Chinatown.

The police chief is her choice, after all, and Wayne Hu, a Pak ally, is president of the Board of Permit Appeals.

"Fred Lau was an eight-year dream," Pak said. "That's what I pushed. I like seeing Willie Brown, the first minority mayor. I would like to see the first Asian American mayor. There are a lot of things that haven't been accomplished."

Still, some question her influence.

"Some Asian Americans become leaders because they have time, talent and authenticity to get involved in a single issue," said one prominent Chinese American, who asked for anonymity to avoid a "pissing match with Rose."

"Henry Der and affirmative action comes to mind. Others become players by attaching themselves to prominent political figures and then become gatekeepers."

That people will ask for anonymity to avoid confrontation with Pak is a sign of power.

"She has a certain amount of influence because she knows a lot of people and has been

involved in politics for a long time," said another Chinatown power broker, "and she takes care of friends very well."

Der, head of Chinese for Affirmative Action, said "Rose has strong opinions. She is a voice, but not the only voice."

For her part, Pak said she'd keep working on the empowerment of her people.

"One of the hardest things is how to get my community more in tune, more interested in politics," she said. "As immigrants we bring a lot of our own inhibitions. We come from countries where there are no free elections. So, politics is a dirty word.

"We need to understand that it's not dirty and empower ourselves. We've got to get involved, and you don't have to speak perfect English to do that."

Pak has sacrificed a personal life for a community one.

"It's important to have someone in the community like me," she said softly. "I don't own a business. So you can't rope me in. I choose not to get married or have children. It's my choice. I am intently focused. It's my commitment to this community.

"I'm not worried about losing business. No one can take it out on my kids for me being outspoken. I don't have to worry about that. It's easy to be corrupted.

"Maybe the nuns did something to me. Something subtle rubbed off on me to make me do things, to get involved."

She paused to reflect on her influence.

"My power does not come from whether (members of her community) agree or disagree with me," she said. "After 20 or 25 years, people know I'm committed to the community.

"I haven't taken any title - and I could have. I am here to stay. I am here to work. They know I have conviction and no ulterior motive." <

Page A -
URL: http://sfgate.com/cgi-bin/article.cgi?file=/e/a/1996/01/31/NEWS5057.dtl

---

194B-SF-137418
JCM:jcm

1

AT SAN FRANCISCO, CALIFORNIA:

Attached hereto is WEBCOR BUILDER's website information regarding Bridgeview condominium tower, 400 Beale Street, San Francisco, California, particularly describing the project as a 26-story tower containing 245 "upscale" condominiums, together with a map locating the building.

SF Field Intelligence Group

Potential Intel Value: Yes ☑ No ☐

Reviewed By: JCM Date: 11/18/05

S-Drive Location:

194B-SF-137418-45

BRIDGEVIEW, SAN FRANCISCO, CA

CURRENT PROJECTS

» ALL PROJECTS

Commercial Office Buildings

Residential

Hotels

Parking Structures

Renovation / Seismic

Health Care

Biotech / Pharmaceutical

Retail / Restaurant

Bridgeview Towers is a 26-story, 450,000 square foot high-rise tower containing 245 Upscale condominiums located in the heart of San Francisco's South Beach neighborhc Emerald Fund, the project developer and repeat client, once again turned to Webcor to build the luxury residential condominiums with a unique arc design. Webcor's team of craftsmen installed the specified materials displaying the hig of quality and workmanship. The main living area in each unit showcases recessed she custom low-voltage lighting and natural cherry wood floors. Bathrooms feature attract limestone flooring and countertops. The kitchen features top-of-the-line appliances, ch cabinetry and quality granite countertops. The common areas at Bridgeview Towers in speed elevators, a 5-story parking garage, and private resident storage, all protected of the art security system. Amenities for the homeowners consist of a high-end fitness a full size heated pool and an elegant spa

Owner: Bridgeview Tower LLC c/o Emerald Fund
Design Architect: Christiani Johnson Architects

Executive Architect: HKS Architects, Inc.
Structural Engineer: Nishkian Menninger
Civil Engineer: Brian Kangas Foulk
Landscape Architect: Cliff Lowe Associates

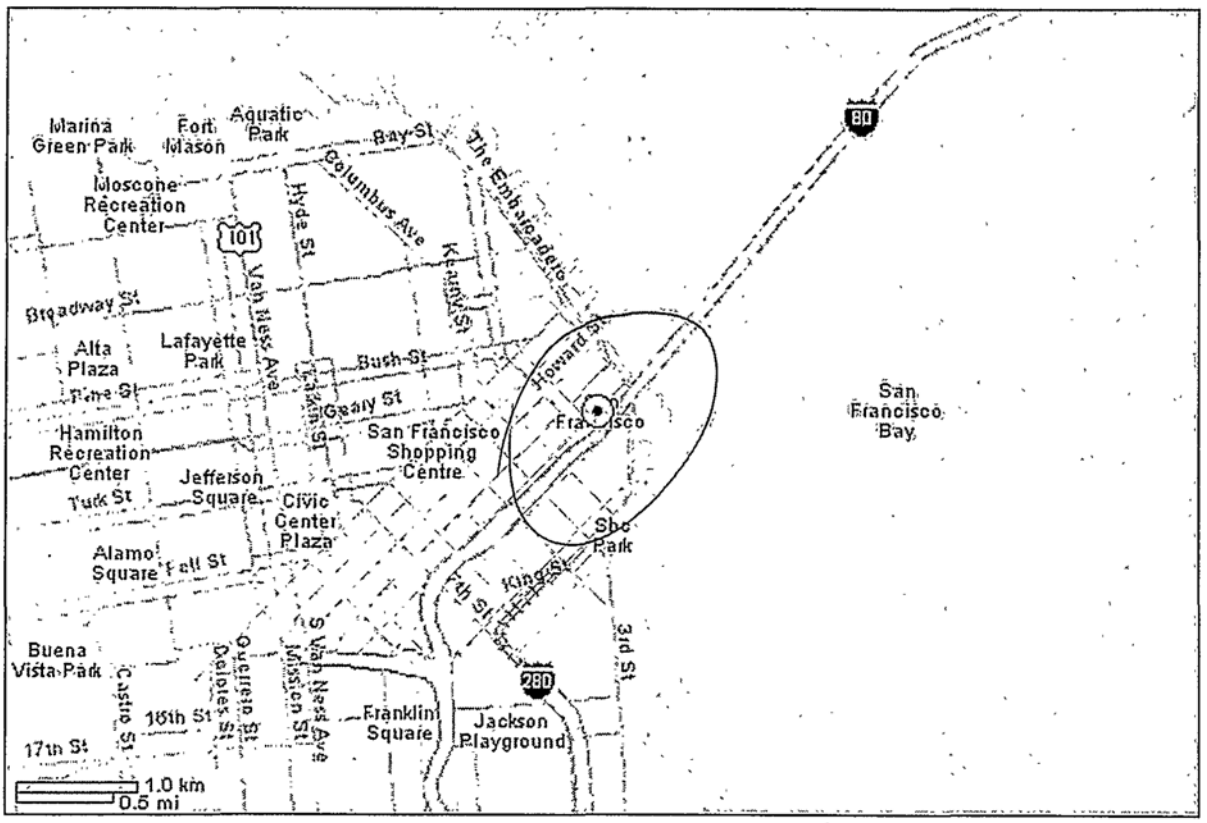
Condominium Building
26 stories
245 units
Concrete Structure
447,600 sq ft

Related Projects

Google Local BETA **Maps**

Bridgeview
(415) 512-8300
400 Beale St
San Francisco, CA 94105

Start address:
San Francisco, CA
Get Directions



Zoom In
0
1 - Street
2
3 - City
4
5
6
7
8
9
Zoom Out

N
W E
S

Click on any point to re-center the map.

What: bridgeview
Where: San Francisco, CA
Search

Local Search Home - Google Home - Local Search Help

Map data ©2004 Navteq™, TeleAtlas
©2005 Google

194B-SF-137418
JCM:jcm

AT SAN FRANCISCO, CALIFORNIA:

ROSE PAK and the Chinese Chamber of Commerce's accountant is identified as follows:

Name:	SIDNEY Y. CHAN
Address:	71 St. Germain Avenue San Francisco, CA 94114
Other address:	251 Kearney Street, Apt. 500 San Francisco, CA 94108
Other address:	445 Grant Avenue, Suite 700 San Francisco, CA 94108
DOB:	December 30, 1935
SSN:	554-46-8152

A copy of the [redacted] is attached hereto. b7E

SF Field Intelligence Group
Potential Intel Value: Yes ☑ No ☐
Reviewed By: [redacted] Date: 11/18/05
S-Drive Location:

194B-SF-137418-46

FD-302 (Rev. 10-6-95)

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 11/02/2005

SOURCE, who is not in a position to testify, provided the following information:

SOURCE is aware that PAK [redacted]

ROSE **PAK** maintains [redacted] b6 b7C b7D

SF Field Intelligence Group

Potential Intel Value: Yes ☑ No ☐

Reviewed By: RM Date: 11/2/05

S-Drive Location: _____

Investigation on [redacted] at San Francisco, CA (telephonically)

File # [redacted] b6 b7C b7D

~~194B-SF-137418~~ 194B-SF-137418-47

Date dictated 11/02/2005

by SA [redacted] jcm

194B-SF-137418-47

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency;

FD-302 (Rev. 10-6-95)

14F

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 11/04/2005

SOURCE, who is not in a position to testify, provided the following information:

[redacted] b6 b7C b7D

SF Field Intelligence Group

Potential Intel Value: Yes ☑ No ☐

Reviewed By: PN Date: 11/4/05

S-Drive Location: _____

Investigation on [redacted] at San Francisco, CA (telephonically)

File # ~~194B-SF-137318~~ -27

Date dictated 11/04/2005

by SA [redacted] jcm b6 b7C b7D

194B-SF-137318-27148

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency;

194B-SF-137418
JCM:jcm

1

AT SAN FRANCISCO, CALIFORNIA:

Attached hereto is a list of [redacted]

b7E

SF Field Intelligence Group

Potential Intel Value: Yes ☑ No ☐

Reviewed By: [redacted] Date: 11/29/05

S-Drive Location: _____

194B-SF-137418-49

194B-SF-137418
JCM:jcm

1

AT SAN FRANCISCO, CALIFORNIA:

The following are telephone numbers associated with ROSE PAK:

1. (415) 543-3621
2. (415) 563-3216
3. (415) 543-4493 (possibly a home number)
4. (415) 982-3000 (at Chinese Chamber of Commerce)
5. (415) 530-2034
6. (650) 799-8215 (a cell number)

SF Field Intelligence Group
Potential Intel Value: Yes ☑ No ☐
Reviewed By: [illegible] Date: 11/29/05
S-Drive Location:

194B-SF-137418-50

194B-SF-137418
JCM:jcm

1

AT SAN FRANCISCO, CALIFORNIA:

Attached hereto is a one-page copy of a BridgeView Condominium Deposit Receipt and Agreement of Sale, signed May 18, 2002, reflecting ROSE PAK's purchase of BridgeView Unit No. 701 for a total of $300,100.00, of which $240,000.00 is financed.

SF Field Intelligence Group
Potential Intel Value: Yes ☑ No ☐
Reviewed By: [illegible] Date: 11/29/05
S-Drive Location:

Escrow #420558

Escrow #420559

BRIDGEVIEW

USE ONLY WITH CONDITIONAL PUBLIC REPORT
FOR THE FIRST-TIME PURCHASER'S PROGRAM FOR BELOW MARKET RATE UNITS UNDER SAN FRANCISCO PLANNING COMMISSION MOTION NO. 14513 DATED DECEMBER 11, 1997

CONDOMINIUM DEPOSIT RECEIPT AND AGREEMENT OF SALE

THIS CONDOMINIUM DEPOSIT RECEIPT AND AGREEMENT OF SALE (THIS "AGREEMENT") IS MORE THAN A RECEIPT FOR MONEY. IT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. READ IT CAREFULLY. IF YOU HAVE ANY QUESTIONS ABOUT THIS AGREEMENT, YOU SHOULD ASK FOR ADVICE FROM YOUR ATTORNEY.

San Francisco, California
5.18 ,200 2

RECEIVED FROM ROSE PAK

("Purchaser"), having an address of 730 SACRAMENTO ST., SAN FRANCISCO, 94108

the sum of TWENTY FIVE HUNDRED Dollars ($ 2500) in the form of a check payable to Old Republic Title Company ("Title Company").

Purchaser hereby offers to purchase, for the price and terms set forth herein, that certain condominium ("Condominium") described as follows:

(a) Unit 701 (the "Unit"), as shown on that certain diagrammatic floor plan entitled "Map of BridgeView, 400 Beale Street, a Residential\Commercial Condominium Project" which was recorded in the office of the Recorder of the City and County of San Francisco, State of California on _____ in Book _____ of Condominium Maps, at Page _____ and following (referred to herein as the "Map").

(b) A .0051 % undivided interest in the Common Area, as shown and defined on the Map (the "Common Area"), together with and subject to easements, covenants and other reservations as set forth in the Grant Deed by which the interests in the Condominium will be conveyed.

(c) The exclusive easement to use the balcony area designated B- 701 in the Declaration and on the Map.

(d) The exclusive right to use the parking area designated P- _____ in the Declaration and on the Map.

(e) The exclusive easement to use the handicap parking area designated HCP- _____ in the Declaration and on the Map.

(f) The exclusive easement to use the deck designated D- 701 in the Declaration and on the Map.

[STRIKE INAPPLICABLE EASEMENTS]

1. Price.

(a) The total purchase price (exclusive of upgrades and closing costs) shall be THREE HUNDRED THOUSAND ONE HUNDRED Dollars ($ 300,100) payable as follows:

Deposit paid at time of reservation	$ _____
Deposit paid with this Agreement	$ 2500
Additional Deposit	$ 6503
Financing Amount, if applicable	$ 240,000
Other Financing, if applicable	$ _____
Cash due at close of escrow (exclusive of upgrades and options)	$ 51,097
TOTAL PURCHASE PRICE	$ 300,100

Purchaser RP
Purchaser _____
Seller _____

#23

194B-SF-137418
JCM:jcm

1

AT SAN FRANCISCO, CALIFORNIA:

Attached hereto are documents pertaining to ROSE PAK's representations regarding her employment status, specifically:

1.

2.

3.

b3

SF Field Intelligence Group
Potential Intel Value: Yes ☑ No ☐
Reviewed By: [illegible] Date: 11/29/05
S-Drive Location:

194B-SF-137418-52

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 01/06/2006

SOURCE, who is not in a position to testify, provided the following information:

[redacted]

b6
b7C
b7D

SF Field Intelligence Group

Potential Intel Value: Yes ☑ No ☐

Reviewed By: [redacted] Date: 1/6/06

S-Drive Location: [redacted]

14F

Investigation on [redacted] at San Francisco, CA (telephonically)

File # 194B-SF-137418 -53

Date dictated 01/06/2006

by SA [redacted] jcm

b6
b7C
b7D

194B-SF-137418-53

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency;

FD-302 (Rev. 10-6-95)

1/12

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 01/17/2006

SOURCE, who is not in a position to testify, provided the following information:

The building located at 120 Broadway is a commercial space presently for rent. [redacted]

b6
b7C
b7D

[redacted]

b6
b7C
b7D

[redacted]

b6
b7C
b7D

[redacted]

b6
b7C
b7D

[redacted]

b6
b7C
b7D

[redacted]

Investigation on [redacted] at San Francisco, CA

File # ~~194B-SF-194B-SF-137418~~ 54

Date dictated 01/17/2006

b6
b7C
b7D

by SA [redacted] jcm

194B-SF-137418-54

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency;

SF Field Intelligence Group

Potential Intel Value: Yes ☑ No ☐

Reviewed By: TM Date: 1/18/06

S-Drive Location: _____

FD-302 (Rev. 10-6-95)

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 02/01/2006

SOURCE, who is not in a position to testify, provided the following information:

[redacted]

b6
b7C
b7D

[redacted]

b6
b7C
b7D

[redacted]

b6
b7C
b7D

14F

[redacted]

Investigation on [redacted] at San Francisco, CA

File # [redacted] 194B-SF-137418

Date dictated 02/01/2006

b6
b7C
b7D

by SA [redacted] jcm

194B-SF-137418-55

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency;

SF Field Intelligence Group

Potential Intel Value: Yes ☑ No ☐

Reviewed By: [illegible] Date: 2/1/06

S-Drive Location: _____

[redacted] b7D

[redacted] b6 b7C b7D

SOURCE produced [redacted]

[redacted]

FD-302 (Rev. 10-6-95)

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 01/30/2006

SOURCE, who is not in a position to testify, provided the following information:

[redacted]

b6
b7C
b7D

SF Field Intelligence Group

Potential Intel Value: Yes ☑ No ☐

Reviewed By: [redacted] Date: 1/30/06

S-Drive Location: _____

14F

Investigation on [redacted] at San Francisco, CA (telephonically)

b6
b7C
b7D

File # [redacted] 194B-SF-137418 SV

Date dictated 01/30/2006

by SA [redacted] jcm

194B-SF-137418-56

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency;

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 01/19/2006

SOURCE, who is not in a position to testify, provided the following information:

SOURCE produced copies of [redacted]

[redacted]

b6
b7C
b7D

SOURCE provided the following additional information:

[redacted]

b6
b7C
b7D

14E

[redacted]

b6
b7C
b7D

[redacted]

Investigation on [redacted] at San Francisco, CA

b6
b7C
b7D

File # [redacted] 194B-SF-137418-57

Date dictated 01/19/2006

by SA [redacted] jcm

194B-SF-137418-57

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency;

SF Field Intelligence Group

Potential Intel Value: Yes ☑ No ☐

Reviewed By: [signature] Date: 1/25/06

S-Drive Location: _____

[redacted] b7D

[redacted] b6 b7C b7D

[redacted] b6 b7C b7D

[redacted] b6 b7C b7D

[redacted] b6 b7C b7D

ROSE PAK is regarded by the Chinatown community to be very rich.

[redacted] b6 b7C b7D

Attached hereto are the following:

1. [redacted]

2.

FD-302 (Rev. 10-6-95)

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 02/15/2006

SOURCE, who is not in a position to testify, provided the following information:

[redacted]

b6
b7C
b7D

SF Field Intelligence Group

Potential Intel Value: Yes ☑ No ☐

Reviewed By: BM Date: 2/17/06

S-Drive Location:

14F

Investigation on [redacted] at San Francisco, CA (telephonically)

b6
b7C
b7D

File # [redacted] 194B-SF-137418-59

Date dictated 02/15/2006

by SA [redacted] jcm

194B-SF-137418-59

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency;

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 02/15/2006

SOURCE, who is not in a position to testify, provided the following information:

[redacted] b6 b7C b7D

SF Field Intelligence Group

Potential Intel Value: Yes ☑ No ☐

Reviewed By: [redacted] Date: 2/17/06

S-Drive Location:

14F

Investigation on [redacted] at San Francisco, CA (telephonically) b6 b7C b7D

File # [redacted] 194B-SF-137418-60

Date dictated 02/15/2006

by SA [redacted] jcm

194B-SF-137418-60

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency;

FD-302 (Rev. 10-6-95)

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 03/10/2006

[redacted] telephone number [redacted] telefax number [redacted] cell telephone number [redacted] e-mail address [redacted] was interviewed at the office of the FBI, 450 Golden Gate Avenue, 13th Floor, San Francisco, California 94102. Also present during the interview, [redacted]

b6
b7C
b7D

[redacted] produced documents which are being kept in a 1A envelope. Additionally, within those documents were [redacted] Those documents have been extracted and are being kept in a separate, duly marked 1A envelope identifying the documents within as [redacted]

b6
b7C
b7D

See 1A(7)

SF Field Intelligence Group
Potential Intel Value: Yes ☐ No ☑
Reviewed By: BM Date: 3/10/06
S-Drive Location:

Investigation on [redacted] at San Francisco, CA

File # 194B-SF-137418 Date dictated 03/10/2006

by SA [redacted] jcm

b6
b7C
b7D

194B-SF-137418-62

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency;

FD-302 (Rev. 10-6-95)

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 03/06/2006

[redacted] telephone number [redacted] telefax number [redacted] cell telephone number [redacted] e-mail address [redacted] was interviewed at the office of the FBI, 450 Golden Gate Avenue, 13th Floor, San Francisco, California 94102. Also present during the interview, [redacted] After being told the interviewing agents' identities and the purpose of the interview, [redacted] provided the following information:

b6 b7C b7D

[redacted] is also a member of [redacted]

b6 b7C b7D

[redacted] was the [redacted] known as Bridgeview in San Francisco. ROSE PAK was a [redacted] is aware of PAK's [redacted] PAK to obtain a premium condominium unit at Bridgeview under the so-called 'affordable housing' program for which she was not qualified due to her [redacted] However, PAK was not legitimately qualified to be a recipient of any 'affordable' unit for several reasons:

b6 b7C b7D

1. PAK was a [redacted]

See 1A(8)

b6 b7C b7D

2. PAK purports to be unmarried; notwithstanding, she obtained a two bedroom unit which would normally only go to families, not to a unmarried/single person.

Investigation on [redacted] at San Francisco, CA

File # 194B-SF-137418 Date dictated 03/06/2006

by SA [redacted] jcm

b6 b7C b7D

194B-SF-137418-63

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency;

SF Field Intelligence Group

Potential Intel Value: Yes ☑ No ☐

Reviewed By: [signature] Date: 3/10/06

S-Drive Location: _____

b6
b7C
b7D

3. PAK purports to be unmarried, but is recognized among Chinatown community members to have a common law husband, [redacted] and co-habits with PAK at Bridgeview. [redacted] owns a house in [redacted] California, and a [redacted]

PAK was also given [redacted]

b6
b7C
b7D

Shortly before getting the condominium unit, PAK [redacted]

The San Francisco affordable housing program will give a buyer 15% toward the purchase of a unit if the buyer puts down 5%-10%. The Mayor's Office of Housing (MOH) has a schedule which governs the disbursement of any profit received when the unit is eventually sold by the buyer.

PAK also owns [redacted]

b6
b7C
b7D

[redacted] is described as elderly, and [redacted] family association is located on [redacted] in Chinatown. He can be seen [redacted]

ROSE PAK instructed [redacted]

b6
b7C
b7D

Shortly before [redacted]

194B-SF-137418

Continuation of FD-302 of [redacted], On [redacted], Page 3

b6
b7C
b7D

[redacted]

[redacted]

b6
b7C
b7D

[redacted]

b6
b7C
b7D

[redacted] provided copies of documents [redacted]
[redacted] The documents will be kept in a 1A envelope.

194B-SF-137418, 804B-SF-138679-PC
TWW:tww

The following investigation was conducted by IA [redacted] b6 b7C

AT SAN FRANCISCO, CALIFORNIA:

In response to a recent interview which naming [redacted] and [redacted] as [redacted] associated with Rose PAK, the following further identifies [redacted] and [redacted]

Open sources revealed that [redacted] received his Bachelor of Science and Master of Business Administration from the University of San Francisco (USF). [redacted] which specializes in [redacted] in the San Francisco Bay Area. [redacted] developed a power base over the course of 15-years, cultivating close relationships with employees in the building and planning departments who make crucial decisions on his clients projects. b6 b7C

[redacted] participates or contributes to numerous charitable organizations including, CHINATOWN COMMUNITY CHILDREN'S CENTER, BUILDING OWNERS and MANAGERS ASSOCIATION, FAMILY SUPPORT SERVICES of the BAY AREA, CALIFORNIA PACIFIC MEDICAL FOUNDATION, THIRD BAPTIST CHURCH OF SAN FRANCISCO, and the LONG KUNG TIN YEE ASSOCIATES. In 2004, [redacted] was [redacted] CHINESE CHAMBER OF COMMERCE. b6 b7C

[redacted] b7A b6 b7C

194B-SF-137418-64

S:// 104 + WW 01. INS. WPD

b7A

In the 2004 campaign for the Board of Supervisor in District 3, alleged that he was threatened by who has close ties to the CHINATOWN CHAMBER OF COMMERCE president Rose PAK and is a supporter of told that he would face a smear effort by an unnamed group, that would wreck his career as an immigration attorney if he doesn't withdraw from the race. (Source: SF Chronicle, 09/08/2004)

b6
b7C

is a graduate of Harvard College and holds an MBA from Stanford Business School. a licensed real estate broker, is on office and a member of He is an active

b6
b7C

with EMERALD FUND, INC., a San Francisco development firm that does commercial, retail, and residential projects. Some of EMERALD FUNDS, INC., projects in San Francisco include:

- Potrero Center (230,000 square foot)
- Oceanview condominium development (370-units)
- Village at Petrini Place (134-units)
- Bridgeview development (245-units)
- Mission & 7th Streets project(280-units)
- Pacific Place Condominium Project (154-units)

Previously, the SPUR's Housing Committee and has been , served as In 2002, he received In 2003, received He served on

b6
b7C

FEDERAL BUREAU OF INVESTIGATION

[redacted]

Date of transcription n/a

b6
b7C
b7D

The following is a redacted version of a SOURCE report. An unredacted version has been placed in the Sub A section of the SOURCE file.

SOURCE, who is not in a position to testify, provided the following information:

[redacted]

b6
b7C
b7D

SF Field Intelligence Group

Potential Intel Value: Yes ☐ No ☑

Reviewed By: [redacted] Date: 4/12/06

S-Drive Location:

Investigation on [redacted] at San Francisco, CA

File # [redacted] Date dictated n/a

194B-SF-137418

by SA [redacted] jcm

b6
b7C
b7D

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency;

194B-SF-137418-05

FEDERAL BUREAU OF INVESTIGATION

[redacted]

Date of transcription n/a [redacted] b6 b7C b7D

The following is a redacted version of a SOURCE report. An unredacted version has been placed in the Sub A section of the SOURCE file.

SOURCE, who is not in a position to testify, provided the following information:

[redacted] and [redacted] (phonetic) are [redacted]

[redacted] b6 b7C b7D

[redacted]

A Chinese language newspaper from Chinatown contains a photograph with [redacted]

SF Field Intelligence Group

Potential Intel Value: Yes ☐ No ☑

Reviewed By: RV Date: 4/12/06

S-Drive Location: [redacted]

Investigation on [redacted] at San Francisco, CA

File # 194B-SF-194B-SF-137418 [redacted]

by SA [redacted] jcm

Date dictated n/a

SA [redacted] b6 b7C b7D

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency;

FEDERAL BUREAU OF INVESTIGATION

[redacted]

Date of transcription n/a

b6
b7C
b7D

The following is a redacted version of a SOURCE report. An unredacted version has been placed in the Sub A section of the SOURCE file.

SOURCE, who is not in a position to testify, provided the following information:

[redacted]

b6
b7C
b7D

SF Field Intelligence Group

Potential Intel Value: Yes ☐ No ☑

Reviewed By: [redacted] Date: 4/12/06

S-Drive Location: [redacted]

Investigation on [redacted] at San Francisco, CA (telephonically)

File # [redacted] Date dictated n/a

194B-SF-137418

by SA [redacted] jcm

b6
b7C
b7D

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency;

194B-SF-137418-67

FEDERAL BUREAU OF INVESTIGATION

[redacted] b6 b7C b7D

Date of transcription n/a

The following is a redacted version of a SOURCE report. An unredacted version has been placed in the Sub A section of the SOURCE file.

SOURCE, who is not in a position to testify, provided the following information:

[redacted] b6 b7C b7D

[redacted] b6 b7C b7D

[redacted] b6 b7C b7D

[redacted] b6 b7C b7D

SF Field Intelligence Group

Potential Intel Value: Yes ☐ No ☑

Reviewed By: BM Date: 4/12/06

S-Drive Location.

Investigation on [redacted] at San Francisco, CA

File # [redacted] Date dictated n/a

194B-SF-137418

by SA [redacted] :jcm b6 b7C b7D

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency;

194B-SF-137418-68

(Rev. 01-31-2003)

FEDERAL BUREAU OF INVESTIGATION

Precedence: ROUTINE **Date:** 06/06/2006

To: San Francisco **Attn:** SA [redacted] b6 b7C

From: San Francisco
Squad 14F
Contact: SSA [redacted]

Approved By: [redacted]

Drafted By: [redacted] bjc

Case ID #: 194B-SF-137418 (Pending)

Title: ROSE PAK, LOBBYIST,
CHINESE CHAMBER OF COMMERCE;
BRIDGEVIEW CONDOMINIUM CREDIT CARD;
CSLO - LOCAL LEVEL

6.8.06
AJS

Synopsis: To reassign the above investigation.

Details: SA [redacted] who was the case agent on this matter, was reassigned to another squad and can no longer investigate this matter. Therefore, I am reassigning it to SA [redacted] b6 b7C

♦♦

S:\SF-DRAFTS [redacted] pakreassign.wpd b6 b7C

194B-SF-137418-70

FD-302 (Rev. 10-6-95)

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 08/08/2006

On 8/7/2006, Special Agent(s) [redacted] and [redacted] of the San Francisco Office of the Federal Bureau of Investigation conducted a physical surveillance of 400 Beale Street, The BridgeView Condominiums, San Francisco, California. b6 b7C

The following observations were made during this surveillance:

Time	Surveillance Observation/Activity
5:50 pm	Surveillance initiated. Surveillance vehicle located on Beale Street.
8:00 pm	Surveillance terminated.

[redacted] was not observed entering and/or exiting out of the BridgeView Condominiums. b6 b7C

Investigation on 8/7/2006 at San Francisco, California

File # 194B-SF-137418-71 804A-SF-C139970-1 Date dictated

by SA [redacted] SA [redacted] ds 08 b6 b7C

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

(See 1A 9)

194B-SF-137418-71

FD-302 (Rev. 10-6-95)

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 10/06/2006

[redacted] (protect identity), [redacted] b6 b7C b7D
[redacted] work telephone number [redacted] residence address [redacted] home telephone number [redacted] cell telephone number [redacted] was interviewed by telephone. After being told the interviewing agent's identity and the purpose of the interview, [redacted] provided the following information:

[redacted] b6 b7C b7D

14F

Investigation on [redacted] at [redacted], CA (telephonically)

File # 194B-SF-137418-72
804A-SF-C139970

Date dictated 10/06/2006

by SA [redacted] jcm b6 b7C b7D

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency;

194B-SF-137418-72

FD-302 (Rev. 10-6-95)

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 08/24/2006

On 8/23/2006, Special Agent(s) [redacted] and [redacted] of the San Francisco Office of the Federal Bureau of Investigation conducted a physical surveillance of the Honolulu Café Restaurant and Bakery, 888 Stockton Street, San Francisco, California. b6 b7C

The following observations were made during this surveillance:

Time	Surveillance Observation/Activity
3:15 pm	Surveillance initiated. Agents sitting in the Honolulu Café.
4:00 pm	Surveillance terminated.

[redacted] was not observed entering and/or exiting out of the Honolulu Café. b6 b7C

SF Field Intelligence Group

Potential Intel Value: Yes ☐ No ☒

Reviewed By BCW Date: 8-24-06

S-Drive Location:

Investigation on 08/23/2006 at San Francisco, California

File # 194B-SF-137418 -73 Date dictated

by SA [redacted] b6 b7C

SA [redacted]

SEG 1A(10)

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

[redacted] 194B-SF-137418-73

FD-302 (Rev. 10-6-95)

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 03/20/2007

SOURCE, who is not in a position to testify, provided the following information:

[redacted] b6 b7C b7D

SF Field Intelligence Group

Potential Intel Value: Yes ☒ No ☐

Reviewed By: [redacted] Date: 3-2007

S-Drive Location: _____

Investigation on [redacted] at San Francisco, CA

File # [redacted] 194B-SF-137418 -74

Date dictated 03/20/2007

by SA [redacted] jcm

b6 b7C b7D

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency;

194B-SF-137418-74

FD-302 (Rev. 10-6-95)

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 03/20/2007

SOURCE, who is not in a position to testify, provided the following information:

[redacted] b6 b7C b7D

SF Field Intelligence Group

Potential Intel Value: Yes ☒ No ☐

Reviewed By: BLW Date: 3.20.07

S-Drive Location: MT 3-21-07

DQ-SFFD001A-1E2

Investigation on [redacted] at San Francisco, CA

File # [redacted] 194B-SF-137418 -S

by SA [redacted] jcm

Date dictated 03/20/2007 b6 b7C b7D

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency;

194B-SF-137418-75

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 03/27/2007

[redacted] telephone number [redacted] telephoned SA [redacted] and provided the following information in voicemail:

b6
b7C

[redacted] is secretary to [redacted] will be out of the office until the week of April 2.

Investigation on 03/27/2007 at San Francisco, CA (telephonically)

File # 194B-SF-137418 -76 Date dictated 03/27/2007

by SA [redacted] jcm

b6
b7C

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency;

194B-SF-137418-76

FD-302 (Rev. 10-6-95)

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 03/27/2007

[redacted], residence address [redacted] San Francisco, California 94105, was interviewed at his place of residence. After being told the interviewing agents' identities and the purpose of the interview, [redacted] provided the following information: b6 b7C

[redacted] opened the door to [redacted] and invited SAs [redacted] and [redacted] into the premises. [redacted] stated that ROSE PAK is the owner of the unit, and that he [redacted] [redacted] stated that the residence is a two bedroom unit, [redacted] b6 b7C

[redacted] stated that he [redacted]

[redacted] stated that his home is in [redacted] California. b6 b7C

[redacted] stated that he was [redacted] ROSE PAK, but that they are [redacted] He did not recall exactly when they [redacted] but thinks that it was either [redacted] He thinks that they were [redacted]

[redacted] stated that no persons other than he and PAK [redacted]

Attached hereto is a California Department of Motor Vehicles photograph of [redacted] noting photo and application date as April 14, 2005, and address [redacted] San Francisco, California 94108. b6 b7C

Investigation on 03/27/2007 at San Francisco, CA

File # 194B-SF-137418 -77 Date dictated 03/27/2007

by SA [redacted] jcm b6 b7C
SA
SEG 1A(21)

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency;

194B-SF-137418-77

SF Field Intelligence Group

Potential Intel Value: Yes ☑ No ☐

Reviewed By: SKS Date: 5/27/07

S-Drive Location: MT 3-28-07

(U-SF) C001A-1E1

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 03/27/2007

[redacted] BridgeView Condominiums, 400 Beale Street, San Francisco, California 94105, telephone number [redacted] telefax number (415) 348-1380, was interviewed at his place of employment. After being told the interviewing agents' identities and the purpose of the interview, [redacted] provided the following information: b6 b7C

[redacted] has been [redacted] at BridgeView Condominiums since it opened, approximately four and half years. b6 b7C

[redacted] located the name [redacted] in a bindered address book which was located [redacted] BridgeView Condominiums. When asked which unit the name was associated with, [redacted] responded that it was [redacted] stated that [redacted] has been residing at BridgeView since it opened. [redacted] believed [redacted] to be ROSE PAK's [redacted]

[redacted] escorted SAs [redacted] and [redacted] to [redacted] and knocked at the door. [redacted] opened the door and confirmed his identity. b6 b7C

Investigation on 03/27/2007 at San Francisco, CA

File # 194B-SF-137418 -78 Date dictated 03/27/2007

by SA [redacted] jcm b6 b7C
SA
SGG 1A(20)

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency;

194B-SF-137418-78

... Intelligence Group

Potential Intel Value: Yes ☑ No ☐

Reviewed By: SKS Date: 3/27/07

S-Drive Location: MT 3.28.07

RQ-SFPCODIA-161

(Rev. 01-31-2003)

FEDERAL BUREAU OF INVESTIGATION

Precedence: ROUTINE **Date:** 03/16/2007

To: San Francisco **Attn:** Squad 14F

From: San Francisco
Squad 14F
Contact: SA [redacted] b6 b7C

Approved By: [redacted] JM

Drafted By: [redacted] ds

Case ID #: 194B-SF-137418 (Pending) -79

Title: ROSE PAK, LOBBYIST,
CHINESE CHAMBER OF COMMERCE;
BRIDGEVIEW CONDOMINIUM CREDIT FRAUD;
SAN FRANCISCO, CALIFORNIA;
CSLO - LOCAL LEVEL

Synopsis: To reassign the above investigation.

Details: This case has been transferred back to SA [redacted] who has been transferred back from Squad 19D to Squad 14F. SA [redacted] will serve as the Co-Case Agent. b6 b7C

♦♦

3/15/07 OK

Reassign [redacted] as case agent and SA [redacted] as co-case agent 3/16/07 BLS b6 b7C

194B-SF-137418-79

SF Field Intelligence Group

Potential Intel Value: Yes ☐ No ☒

Reviewed By: SVA Date: 3/16/07

S-Drive Location: _____

194B-SF-137418 -80
JCM:jcm

AT SAN FRANCISCO, CALIFORNIA

On March 16, 2007, SA [redacted] b6 b7C conducted investigation with the following results:

[redacted] telephone number [redacted] cell telephone number [redacted] returned SA [redacted] telephone call. After being told the interviewing agent's identity and the purpose of the interview, [redacted] explained that he is an [redacted] and has not been employed by the San Francisco Mayor's Office of Housing (MOH). [redacted] further stated that his son, also named [redacted] is also an [redacted] and that he also has not worked for the MOH.

[redacted] stated that he does not know the [redacted] b6 b7C who worked for the MOH, and that he does not have any relatives who work for the MOH or for San Francisco city government.

194B-SF-137418-80

SF Field Intelligence Group

Potential Intel Value: Yes ☐ No ☒

Reviewed By: [illegible] Date: 3/16/07

S-Drive Location: [illegible]

194B-SF-137418 -81
JCM:jcm

AT SAN FRANCISCO, CALIFORNIA:

On March 30, 2007, SA [redacted] conducted investigation with the following results: b3 b6 b7C

[redacted] (last Name Unknown), [redacted] telephone number [redacted] stated that [redacted] works out of the [redacted] is out of town until April 2, 2007.

194B-SF-137418-81

SF Field Intelligence Group

Potential Intel Value: Yes ☐ No ☑

Reviewed By: SMS Date: 9/13/02

S-Drive Location:

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 03/19/2007

SOURCE, who is not in a position to testify, provided the following information:

[redacted]

ROSE PAK was [redacted]

PAK was with some other people [redacted] was unknown to SOURCE.

[redacted]

b6
b7C
b7D

It is not known whether [redacted] owns or drives a car.

Investigation on [redacted] at [redacted] CA

File # [redacted] 194B-SF-137418 ~82

Date dictated 03/19/2007

by SA [redacted] jcm
SA

b6
b7C
b7D

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency;

194B-SF-137418-82

194B-SF-137418 -83
JCM:jcm

1

AT SAN FRANCISCO, CALIFORNIA

On April 6, 2007, SA [redacted] conducted investigation with the following results: b6 b7C

Assistant United States Attorney (AUSA) [redacted] contacted SA [redacted] and relayed the information that ROSE PAK has hired attorney [redacted] San Francisco, California 94117, telephone number [redacted] e-mail address [redacted] California State Bar No. [redacted]

SF Field Intelligence Group

Potential Intel Value: Yes ☐ No ☒

Reviewed By: SM Date: 4/9/07

Source Location: _____

SF Field Intelligence Group

Potential Intel Value: Yes ☐ No ☒

Reviewed By: SKS Date: 4/10/01

S-Drive Location:

194B-SF-137418 -85
JCM:jcm

AT SAN FRANCISCO, CALIFORNIA

On March 16, 2007, SA [redacted] conducted investigation with the following results: b6 b7C

Contact with the San Francisco Mayor's Office of Housing, 25 Van Ness Avenue, Suite 600, San Francisco, California 94102, [redacted] determined that [redacted] has retired, and that [redacted] caseload has been transferred to [redacted]

SF Field Intelligence Group

Potential Intel Value: Yes ☐ No ☒

Reviewed By: DCW Date: 3/20/07

S-Drive Location: _____

194B-SF-137418 - 86
JCM:jcm

AT SAN FRANCISCO, CALIFORNIA:

On April 2, 2007, SA [redacted] conducted investigation with the following results: b6 b7C

FBI Investigative Analyst [redacted] produced information obtained from LexisNexis pertaining to 730 Sacramento Street, San Francisco, California 94108, which information indicates that the property is an office building, zoned CCB, Assessor's Parcel No. 0226-011.

Sr. Field Intelligence Group

Potential Intel Value: Yes ☑ No ☐

Reviewed By: [illegible] Date: 9/5/07

[illegible] MT 4/18/07

RQ-SFPCODIA-1E1

LexisNexis® Print Delivery

Search Terms: **City:** san francisco **State:** CA **Street:** 730 sacramento st

Document 1 of 9

*** **THIS DATA IS FOR INFORMATION PURPOSES ONLY** ***

PROPERTY RECORD FOR SAN FRANCISCO COUNTY, **CA**

ESTIMATED ROLL CERTIFICATION DATE JULY 1, 2006

Owner: CHINESE

Mailing Address: C/O C OF S F S L LAM, **730 SACRAMENTO ST, SAN FRANCISCO,** CA 94108

Property Address: 728-**730 SACRAMENTO ST, SAN FRANCISCO,** CA 94108-2505

********** **ASSESSMENT INFORMATION** **********

Assessor's Parcel Number: 0226 -011

Legal Description: CITY: CITY & COUNTY OF **SAN FRANCISCO**

Land Use: OFFICE BUILDING; Zoning: CCB

Assessment Year: 2006

Assessed Land Value: $ 69,977

Assessed Improvement Value: $ 75,389

Total Assessed Value: $ 145,366

********** **TAX INFORMATION** **********

Tax Rate Code: 1-000

Insurance Classification: EXTERIOR WALLS BUILT OF A NON-COMBUSTIBLE MATERIAL SUCH AS BRICK, CONCRETE, BLOCK OR POURED CONCRETE. INTERIOR PARTITIONS AND ROOF STRUCTURE BUILT OF COMBUSTIBLE MATERIALS. FLOOR MAY BE CONCRETE OR WOOD FRAME.

********** **PROPERTY CHARACTERISTICS** **********

Year Built:	1912	No. of Buildings:	
Stories:	3	Style:	
Units:		Air Conditioning:	
Bedrooms:		Heating:	
Baths:		Construction:	
Partial Baths:		Basement:	
Total Rooms:	9	Exterior Walls:	
Fireplace:		Foundation:	
Garage Type:		Roof:	
Garage Size:		Elevator:	
Pool/Spa:		Lot Size:	1376 SF
		Building Area:	3940

(Rev. 01-31-2003)

FEDERAL BUREAU OF INVESTIGATION

Precedence: ROUTINE **Date:** 05/01/2007

To: San Francisco **Attn:** Squad 14F

From: San Francisco
Squad 14F Public Corruption/Civil Rights
Contact: SA [redacted] b6 b7C

Approved By: [redacted]

Drafted By: [redacted] jcm

Case ID #: 194B-SF-137418 (Pending) -87

Title: ROSE PAK, LOBBYIST,
CHINESE CHAMBER OF COMMERCE;
BRIDGEVIEW CONDOMINIUM CREDIT FRAUD;
SAN FRANCISCO, CALIFORNIA;
CSLO - LOCAL LEVEL

Synopsis: Transfer of above-referenced case to SA [redacted] b6 b7C
[redacted] from SA [redacted]

Details: The above-referenced case is herewith this Electronic Communication transferred from SA [redacted] to SA [redacted]

♦♦

194B-SF-137418-87

Reassign
Case Agent to
SA [redacted]
SM 5/7/07 4/13/07

b6
b7C

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 03/07/2007

[redacted] b6 b7C b7D

telephone number [redacted] telefax number [redacted] cell telephone number [redacted] e-mail address [redacted] was interviewed at the office of the FBI, 450 Golden Gate Avenue, 13th Floor, San Francisco, California 94102. Also present during the interview, [redacted] After being told the interviewing agent's identity and the purpose of the interview, [redacted] provided the following information:

[redacted] noted that he has provided information previously to the FBI regarding the allegations of ROSE PAK [redacted] b6 b7C b7D

New information he proffered in the instant interview included that [redacted] PAK's common law husband, that [redacted] PAK at BridgeView for many years, and that [redacted] indicated that the San Francisco Examiner had done a story on PAK's obtaining the condominium unit.

[redacted] stated that [redacted] are aware of PAK's improperly obtaining the affordable-housing condominium unit, [redacted] but that since they all needed her political support, they are reluctant to have the matter investigated. b6 b7C b7D

It is not known to [redacted] if the BridgeView condominium was part of a lottery giveaway, or if it was to be assigned according to a waiting list; in any event, PAK was not entitled to obtain the unit since she purports to be a single person, whereas the unit is a two bedroom/two bathroom unit which is intended for families. PAK also has [redacted] b6 b7C b7D

Investigation on [redacted] at San Francisco, CA

File # 194B-SF-137418-88 SE 1A(1)

Date dictated 03/07/2007

by SA [redacted]:jcm b6 b7C b7D

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency;

194B-SF-137418-88

b6
b7C
b7D

PAK traveled to [redacted]

[redacted] According to the rules, [redacted] which should have precluded PAK from getting any unit at the BridgeView condominium.

b6
b7C
b7D

[redacted] stated that [redacted]

b6
b7C
b7D

[redacted]

b6
b7C
b7D

ROSE PAK [redacted]

PAK probably [redacted] is believed to have accounts "everywhere", including Macau.

194B-SF-137418
JCM:jcm

-89

AT SAN FRANCISCO, CALIFORNIA:

On March 16, 2007, SA [redacted] conducted investigation with the following results: b6 b7C

The cell telephone number for [redacted] is [redacted]

194B-SF-137418-89

FD-302 (Rev. 10-6-95)

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 03/20/2007

[redacted] Mayor' Office of Housing, 1 South Van Ness Avenue, 5th Floor, San Francisco, California, telephone numbers [redacted] returned SA [redacted] telephone call. After being told the interviewing agent's identity and the purpose of the interview, [redacted] provided the following information: b6 b7C

[redacted] is [redacted] at the San Francisco Mayor's Office of Housing (MOH). She has the job formerly held by [redacted] who is no longer with the MOH. [redacted] does not know exactly when or the reason why [redacted] left the MOH, and does not know where she is now, but will make inquiries.

Investigation on 03/20/2007 at San Francisco, CA (telephonically)

File # 194B-SF-137418 -90 Date dictated 03/20/2007

SEE 1A(12)

by SA [redacted] jcm b6 b7C

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194B-SF-137418-90

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 03/21/2007

[redacted] Mayor's Office of Housing (MOH), 1 South Van Ness Avenue, 5th Floor, San Francisco, California, telephone number [redacted] contacted SA [redacted] by telephone. After being told the interviewing agent's identity and the purpose of the interview, [redacted] provided the following information: b6 b7C

[redacted] stated that to his knowledge, the Below Market Rate ("BMR") program is state-funded; he was not sure of any federal funding associated with that program.

The MOH has moved its office from 25 Van Ness Avenue to 1 South Van Ness Avenue.

Investigation on 03/20/2007 at San Francisco, CA (telephonically)

File # 194B-SF-137418 -91

Date dictated 03/21/2007

by SA [redacted] :jcm SEE 1A(13) b6 b7C

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194B-SF-137418-91

194B-SF-137418-92
JCM:jcm

AT SAN FRANCISCO, CALIFORNIA:

On March 21, 2007, SA [redacted] conducted investigation with the following results:

Review of the California Law Enforcement Telecommunications System (CLETS) produced the following information: b6 b7C

Name:	[redacted]
Address	
Other address:	
Sex:	Male
Height:	6'-2"
Weight:	245 lbs.
Hair:	Brown/greying
Eyes:	Brown
DOB:	[redacted]
SSN:	
Calif. D/L:	
Vehicles:	

The CLETS printout and a copy of California Department of Motor Vehicles (DMV) photograph are attached hereto.

FD-302 (Rev. 10-6-95)

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 03/28/2007

[redacted] The Emerald Fund, 501 Second Street, San Francisco, California, cell telephone number [redacted], returned SA [redacted] telephone call. After being told the interviewing agent's identity and the purpose of the interview, [redacted] provided the following information: b6 b7C

[redacted] The Emerald Fund, [redacted] SOMA Residences, 1045 Mission Street, San Francisco, California. He recalled that the city of San Francisco agreed to The Emerald Fund's proposed increase of housing units at SOMA Residences as "affordable" or below-market-rate (BMR) to offset a reduced number of BMR units initially required to be set aside at the developer's BridgeView Condominiums project. [redacted] stated that the company decided later not to proceed with the reduced BridgeView/increased SOMA Residences proposal because it was too expensive to do so. b6 b7C

Investigation on 03/28/2007 at San Francisco, CA (telephonically)

File # 194B-SF-137418-93 Date dictated 03/28/2007

by SA [redacted] jcm b6 b7C

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency;

194B-SF-137418-93

SF Field Intelligence Group

Potential Intel Value: Yes ☑ No ☐

Reviewed By: Sys Date: 3/29/07

S-Drive Location: MR 3-30-2007

MQ-SF/C001A-1E1

FD-302 (Rev. 10-6-95)

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 04/04/2007

[redacted] Esq., [redacted] b6 b7C

[redacted] main telephone number [redacted] direct telephone number [redacted] telefax number [redacted] e-mail address [redacted] contacted SA [redacted] by telephone and provided the following information:

[redacted] The Emerald Fund. The Emerald Fund's [redacted] requested [redacted] be present during the FBI's interview of [redacted] and [redacted] will be available for interview during the week of April 16, 2007. b6 b7C

Investigation on 04/04/2007 at San Francisco, CA (telephonically)

File # 194B-SF-137418-94 Date dictated 04/04/2007

by SA [redacted] jcm b6 b7C

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency;

194B-SF-137418-94

SF Field Intelligence Group

Potential Intel Value: Yes ☐ No ☑

Reviewed By: [illegible] Date: 9/5/07

S-Drive Location: _____

FD-302 (Rev. 10-6-95)

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 04/19/2007

[redacted] Mayor's Office of Housing (MOH), 1 South Van Ness Avenue, 5th Floor, San Francisco, California 94103, telephone number [redacted], telefax number (415) 701-5501, e-mail address [redacted] telephoned SA [redacted] and provided the following information:

b6
b7C

The position of Inclusionary Program Manager at the Mayor's Office of Housing formerly held by [redacted] was fully funded by federal money.

Investigation on 04/18/2007 at San Francisco, CA (telephonically)

File # 194B-SF-137418 -95

Date dictated 04/19/2007

by SA [redacted] jcm

SGF 1A(15)

b6
b7C

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194B-SF-137418-95

SF Field Intelligence Group

Potential Intel Value: Yes ☑ No ☐

Reviewed By: SWM Date: 4/20/07

Receive Location: MT 4/20/07

RQ-SFPC001A-1E2

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 04/06/2007

[redacted] Old Republic Title Company (ORTC), 545 4th Street, San Rafael, California, 94901, phone number [redacted] was interviewed at her office. After being advised of the identities of the investigating Agents and the purpose of the interview, [redacted] provided the following information: b6 b7C

[redacted] was able to recall ROSE PAK completing and signing closing documents at ORTC for a condominium PAK purchased at the Bridgeview, 400 Beale Street, San Francisco, California. [redacted] believed PAK to be an activist and serving on the San Francisco Board of Supervisors. [redacted] described PAK as being cooperative although she expected PAK to be difficult to deal with. [redacted] described Bridgeview as having below market rate (BMR) units in the project. The City and County of San Francisco, Mayor's Office of Housing (MOH), was financing the project through BMR units. The California State Department of Real Estate has a list of properties that qualify as BMRs, which included the condominium purchased by PAK. [redacted] recalled that at the time of the transaction, she thought it was strange that PAK qualified for a BMR. ORTC does not decide whether a single-occupancy individual qualifies for purchasing a two bedroom condo. It is decided by the MOH who qualifies for which unit. [redacted] advised that it's a done deal by the time the paperwork gets to the title company. MOH does not keep in contact with ORTC. Once the deed is recorded, no further contact is needed with the title company. b6 b7C

[redacted] said that the Emerald Fund put the CC&Rs together and that the Department of Real Estate approved and recorded the transaction. [redacted] stated that the Bridgeview CC&Rs show that [redacted] is a BMR unit. The parking space for [redacted] was included with the purchase of the unit, otherwise the documents would have shown a separate purchase. A legal description attached to the grant deed details the parking spot. b6 b7C

After PAK's transaction at ORTC, [redacted] had no further communication personally with PAK. b6 b7C

[redacted] knows [redacted] to be [redacted] the Emerald Fund. [redacted] said that she has closed a couple of loans for

Investigation on 04/05/2007 at San Rafael, California

File # 194B-SF-137418 -96 Date dictated

by SA [redacted] :ds b6 b7C

SEE 1A(16)

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency;

194B-SF-137418-96

SF Field Intelligence Group

Potential Intel Value: Yes ☒ No ☐

Reviewed By: SAL Date: 5/1/07

S: Drive Location: MT 5/2/07

RQ-SFPC00[illegible]A-101

RQ-SFPC00[illegible]A-102

b6
b7C

[redacted] on some of his personal real estate transactions. [redacted] described no extraordinary business with [redacted]

Bridgeview's BMR condos were sold through a lottery/waiting list. [redacted] thinks the lottery was administered by the MOH. [redacted] did not know if there was a formal notice to the public regarding the lottery. [redacted] recalled a Russian male kept getting out of line as the only unusual activity at the Bridgeview lottery.

b6
b7C

California Bank & Trust (CB&T) has a lien on each unit in the Bridgeview. CB&T has a construction loan and deed of trust on the property.

The preliminary title report will show all the exceptions filed with ORTC. ORTC completes the title report.

[redacted] (LAST NAME UNKNOWN) worked in [redacted] at the Emerald Fund. The Emerald Fund was not paid any of the BMR unit money when the units were purchased from the lottery; the Emerald Fund only obtains money when a unit is sold at fair market value.

b6
b7C

During the instant interview [redacted] was shown a fax cover sheet dated July 12, 2002, which was sent by [redacted] to [redacted] in which [redacted] wrote in pertinent part, [redacted] [The credits referenced therein included window treatments and closet organizers which were valued at several thousand dollars.] [redacted] stated that what she meant by that communication was that she expected PAK to be more difficult.

b6
b7C

[redacted] described [redacted] as a straight shooter/arrow, fantastic person to work with.

[redacted] does not know [redacted] does not know [redacted]

b6
b7C

[redacted] has worked for ORTC for approximately [redacted] years. [redacted] has mostly performed [redacted] for ORTC. [redacted] has worked in both the San Francisco and San Rafael offices of ORTC.

b6
b7C

[redacted] stated that prior to the instant interview, no other persons or agencies have made inquiries regarding ROSE PAK's purchase of Bridgeview [redacted]

A copy of the fax cover sheet referenced hereinabove is attached hereto.

OLD RE JBLIC TITLE COMPANY
350 California Street, Suite 1220 · San Francisco, CA · 94104-2806 · (415) 397-0500 · FAX (415) 397-0199

FAX TRANSMITTAL SHEET

DATE: July 12, 2002 TIME: 11:28:24 a.m.

TO: [redacted] FROM: [redacted] b6 b7C

NUMBER OF PAGES (INCL. COVER): 3

FAX NO.: ( ) 546-1390

REFERENCE: 400 Beale Street, [redacted] San Francisco, CA 94105
ESCROW NUMBER: 420558-MC
TITLE NUMBER: 420558

MESSAGE:

[redacted] b6 b7C

IF NOT RECEIVED PROPERLY, PLEASE CONTACT OUR OFFICE AT:

Phone No.: [redacted] b6 b7C
Fax No.: (415) 397-0199
THANK YOU

FD-302 (Rev. 10-6-95)

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 04/26/2007

[redacted], Mayor's Office of Housing (MOH), 1 South Van Ness Avenue, 5th Floor, San Francisco, California 94103, telephone number [redacted], telefax number (415) 701-5501, e-mail [redacted] was contacted by telephone, and provided the following information: b6 b7C

The Assistant City Attorney assigned to handle MOH legal matters is [redacted], Office of the City Attorney, City Hall, Room 234, San Francisco, California 94102, work telephone number [redacted]. b6 b7C

[redacted] stated that she was able to determine through MOH's internal accounting system that the position of Inclusionary Program Manager at MOH was fully funded by federal money during the time it was held by [redacted]. Specifically, MOH was the recipient of a U.S. Housing and Urban Development (HUD) Community Development Block Grant (CDBG), which money was used to fund the position of Inclusionary Program Manager.

[redacted] stated that MOH obtains a HUD CDBG grant every year, which funds are used for a wide range of MOH program matters. b6 b7C

Investigation on 04/24/2007 at San Francisco, CA (telephonically)

File # 194B-SF-137418 -97 Date dictated 04/26/2007

by SA [redacted] jcm b6 b7C

SEE 1A(17)

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency;

194B-SF-137418-97

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 05/01/2007

[redacted] San Francisco Planning Department, 1660 Mission Street, 5th Floor, San Francisco, California, work telephone number [redacted], home address [redacted] San Francisco, California, cell telephone number [redacted] returned SA [redacted] telephone inquiry and provided the following information: b6 b7C

[redacted] The Bridgeview condominium Project Sponsor was [redacted] telephone number [redacted] does not know who the expediter of the project was. It is possible that [redacted] work telephone number [redacted] was the San Francisco Department of Planning Project Planner for the Bridgeview condominiums, in which case [redacted] might know who the expediter was. b6 b7C

Investigation on 04/27/2007 at San Francisco, CA (telephonically)

File # 194B-SF-137418-98 SGG (A(18)

Date dictated 05/01/2007

by SA [redacted] jcm b6 b7C

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency;

194B-SF-137418-98

Field Intelligence Gr

Potential Intel Value: Yes ☑

Reviewed By: SVS Date: 5/7/07

Received By: MT 5/15/07

RQ-SFPB001A-1EZ

SF Field Intelligence Group

Potential Intel Value: Yes ☑ No ☐

Reviewed By: SPS Date: 4/30/07

S-Drive Location: MT 5/2/07

RQ-SF-000IA-IEZ

FD-302 (Rev. 10-6-95)

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 05/01/2007

[redacted] San Francisco Planning Department, work telephone number [redacted], was interviewed by telephone at his place of work. After being told the interviewing agent's identity and the purpose of the interview, [redacted] provided the following information: b6 b7C

[redacted] stated that he was not the Project planner for the Bridgeview condominiums, but that [redacted] may be the Project Planner, work telephone number [redacted] does not know who the expediter for the Bridgeview condominium project was.

Investigation on 05/01/2007 at San Francisco, CA (telephonically)

File # 194B-SF-137418 -99 SEE 1A(19)

Date dictated 05/01/2007

by SA [redacted] jcm b6 b7C

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency;

194B-SF-137418 -99

[illegible] Intelligence Group

Potential Intel Value: Yes ☑ No ☐

Rev[illegible] Gh Date: 5/7/07

[illegible] MT 5/15/07

RQ-SFPC001A-182

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 04/02/2007

[redacted] b6 b7C
Mayor's Office of Housing (hereinafter "MOH"), City and County of San Francisco, 1 South Van Ness Avenue, 5th Floor, San Francisco, California 94103, telephone number [redacted], was interviewed at [redacted] workplace. Also present during the interview were [redacted] MOH, telephone number [redacted] and [redacted] MOH, telephone number [redacted]. After being advised of the identities of the investigating Agents, the following information was provided:

In the Fall of 2002, the City and County of San Francisco approved the San Francisco Planning Commission motion for the Bridgeview Condominiums (hereinafter "Bridgeview"), 400 Beale Street, San Francisco, California. The motion required that the developer sell a number of the new units at below market rate prices. The MOH's 1992 affordable housing, or below-market-rate (hereinafter "BMR"), manual was pertinent to the Bridgeview project.

The Bridgeview's BMR marketing plan began in 2000 which included notifying eligible individuals and directing advertisements toward prospective purchasers. The Bridgeview had 24 units set aside as BMR units. Purchasers were selected through a lottery.

The MOH was in charge of reviewing applicants' income eligibility for the BMR housing program at Bridgeview. A Notice of Special Restriction is included on the title of each BMR unit. There is a lottery on resales.

Federal monies fund some of the programs managed by MOH.

The Inclusionary Fund is a city program funded through fees paid by developers.

A Mortgage Credit Certificate (MCC) may be issued to BMR housing owners in some instances. The MCC is reported to the State and IRS at the end of the year. The MOH recently conducted an electronic and hard search for any MCC that may have been issued to the owner of [redacted] of the Bridgeview, but none was found. b6 b7C

Investigation on 03/30/2007 at San Francisco, California

File # 194B-SF-137418 -100 Date dictated

by SA [redacted] ds b6 b7C

SEE 1A(aa)

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

194B-SF-137418-100

SF Field Intelligence Group

Potential Intel Value: Yes ☑ No ☐

Reviewed By: SMS Date: 6/28/07

[illegible] MT 7/1/07

RQ-SFPCODIA-2C5

 b6 b7C

According to MOH's records, only one person resides at [redacted] of the Bridgeview. The MOH's file does not indicate anything unusual about the person who purchased and owns [redacted]

After purchasing a BMR unit, an owner's improvement in income that would have otherwise made the owner ineligible as an applicant/purchaser does not change the owner's right to keep the BMR unit.

The lottery for the Bridgeview occurred on Saturday, May 11, 2000, beginning at 10:00 a.m. [redacted] is not sure if Bridgeview is located in a "targeted area." b6 b7C

The Emerald Fund was the developer of Bridgeview. The MOH does not have a record of the lottery waiting list for Bridgeview; that information is believed to be kept by the entity that was responsible for advertising and marketing the BMR units on behalf of the Emerald Fund. The marketing and sales office may have been a division of the Emerald Fund. Pacific Marketing may have been the company handling those aspects of the sale.

Former MOH [redacted] is retired and resides in [redacted] next to [redacted] California.

[redacted] former [redacted] of the MOH, worked at MOH for more than [redacted] years. [redacted] is now employed by [redacted] which provides [redacted] was involved with [redacted] was considered [redacted] in the inclusionary housing program. [redacted] would have been "carbon copied" on all housing program documents. b6 b7C

The MOH monitors the Bridgeview's BMR units for issues including occupancy. Prospective purchasers/applicants were turned down for occupancy if applications were found to be untruthful. In certifying whether a self-employed applicant had sufficient funds to purchase a BMR unit, the applicant could provide estimated earnings as opposed to pay stubs.

The MOH maintains two files per BMR unit: the Project file has all the information about the building project; the Permanent file contains the signed forms, applications, and other documents.

The City dictates the Restricted Price. The City sets the maximum affordable purchase price. b6 b7C

[redacted] and [redacted] do not know [redacted]

[redacted] began working at the MOH in [redacted]

Since 2004, the MOH has improved its controls over the BMR housing program, and more closely monitors against potential abuses than it did in years prior to 2004.

(Rev. 01-31-2003)

FEDERAL BUREAU OF INVESTIGATION

Precedence: ROUTINE **Date:** 07/31/2007

To: San Francisco **Attn:** Squad 14F

From: San Francisco
Squad 14F
Contact: SA [redacted] b6 b7C

Approved By: [redacted] gks

Drafted By: [redacted] ds DS

Case ID #: 194B-SF-137418 (Pending) - 101

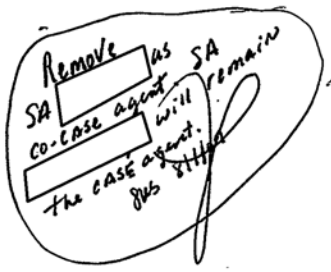
Title: ROSE PAK, LOBBYIST,
CHINESE CHAMBER OF COMMERCE;
BRIDGEVIEW CONDOMINIUM CREDIT FRAUD;
SAN FRANCISCO, CALIFORNIA;
CSLO - LOCAL LEVEL

Synopsis: To reassign the above investigation.

Details: SA [redacted] will no longer remain as Co-Case Agent due to SA [redacted] transfer to the Sacramento Division. SA [redacted] will continue to serve as the primary Case Agent. b6 b7C

♦♦

194B-SF-137418 -101



7/31/07

b6
b7C

(Rev. 01-31-2003)

FEDERAL BUREAU OF INVESTIGATION

Precedence: ROUTINE **Date:** 10/04/2007

To: San Francisco **Attn:** SSA [redacted] b6 b7C
reqsetac7mt.ec

From: San Francisco
I-4/ORA
Contact: IA [redacted]

Approved By: [redacted] KJK

Drafted By: [redacted] mt

Case ID #:
72-SF-137278 (Pending) -132
74-SF-140678 (Pending) -20
72-SF-141346 (Pending) -5
194C-SF-140927 (Pending) -26
194B-SF-141519 (Pending) -165
194B-SF-137340 (Pending) -51
194-SF-C136106 (Pending) -63
194B-SF-137418 (Pending) -102
194B-SF-141749 (Pending) -24
194B-SF-127174 (Pending) -582
194-SF-c138901 (Pending) -29
194B-SF-141729 (Pending) -19
194B-SF-142079 (Pending) -10
804B-SF-138665 (Pending) -48
804B-SF-C139511 -14F (Pending) -55
804B-SF-138674 (Pending) -7

Title: FIELD OFFICE REQUIREMENT SET REPORT:
PUBLIC CORRUPTION
SAN FRANCISCO AND SAN MATEO COUNTIES
11/17/2006 - 9/5/2007

Synopsis: Assessment provided via a Requirement Set Report for the Field Office Standing Requirements Set titled, "Public Corruption: San Francisco and San Mateo Counties."

Details: This communication provides a [redacted] b7E

[redacted]

194B-SF-137418-102

INTELLIGENCE REQUIREMENTS

b7E

[redacted]

b6
b7C
b7E
b3

- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]

b7E

- [redacted]

This report also identifies [redacted]

b7E

- [redacted]

INTELLIGENCE REQUIREMENTS REPORT

I. Government

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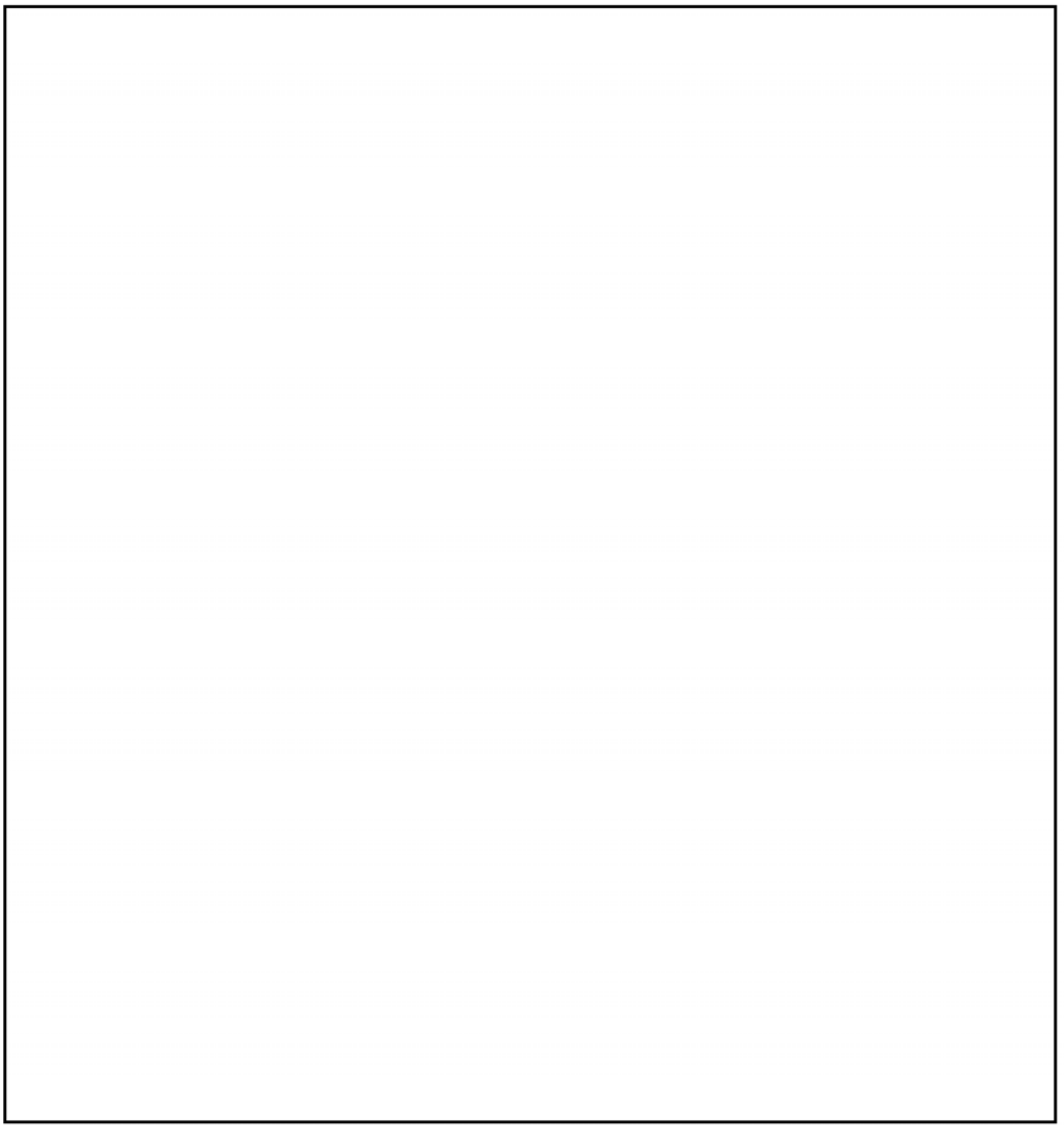
b7E

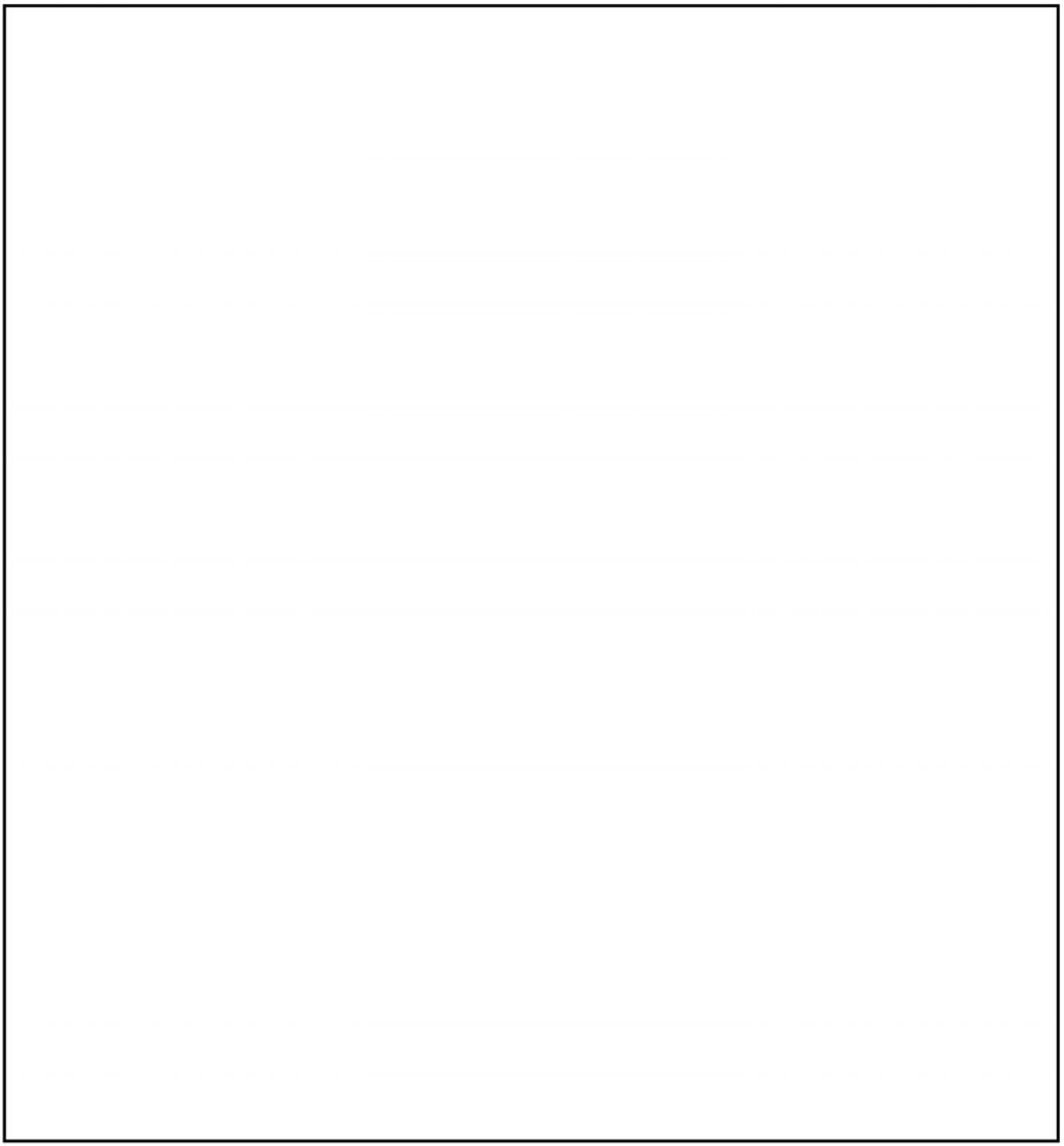
b6
b7C
b7E



b6
b7C
b7D
b7E

b6
b7C
b7D
b7E

b6
b7C
b7E



To: San Francisco From: San Francisco
Re: 72-SF-137278 (Pending) 74-SF-140678 (Pending)
72-SF-141346 (Pending) 194C-SF-140927 (Pending)
194B-SF-141519 (Pending) 194B-SF-137340 (Pending)
194-SF-C136106 (Pending) 194B-SF-137418 (Pending)
194B-SF-141749 (Pending) 194B-SF-127174 (Pending)
194-SF-c138901 (Pending) 194B-SF-141729 (Pending)
194B-SF-142079 (Pending) 804B-SF-138665, 10/04/2007

b7E

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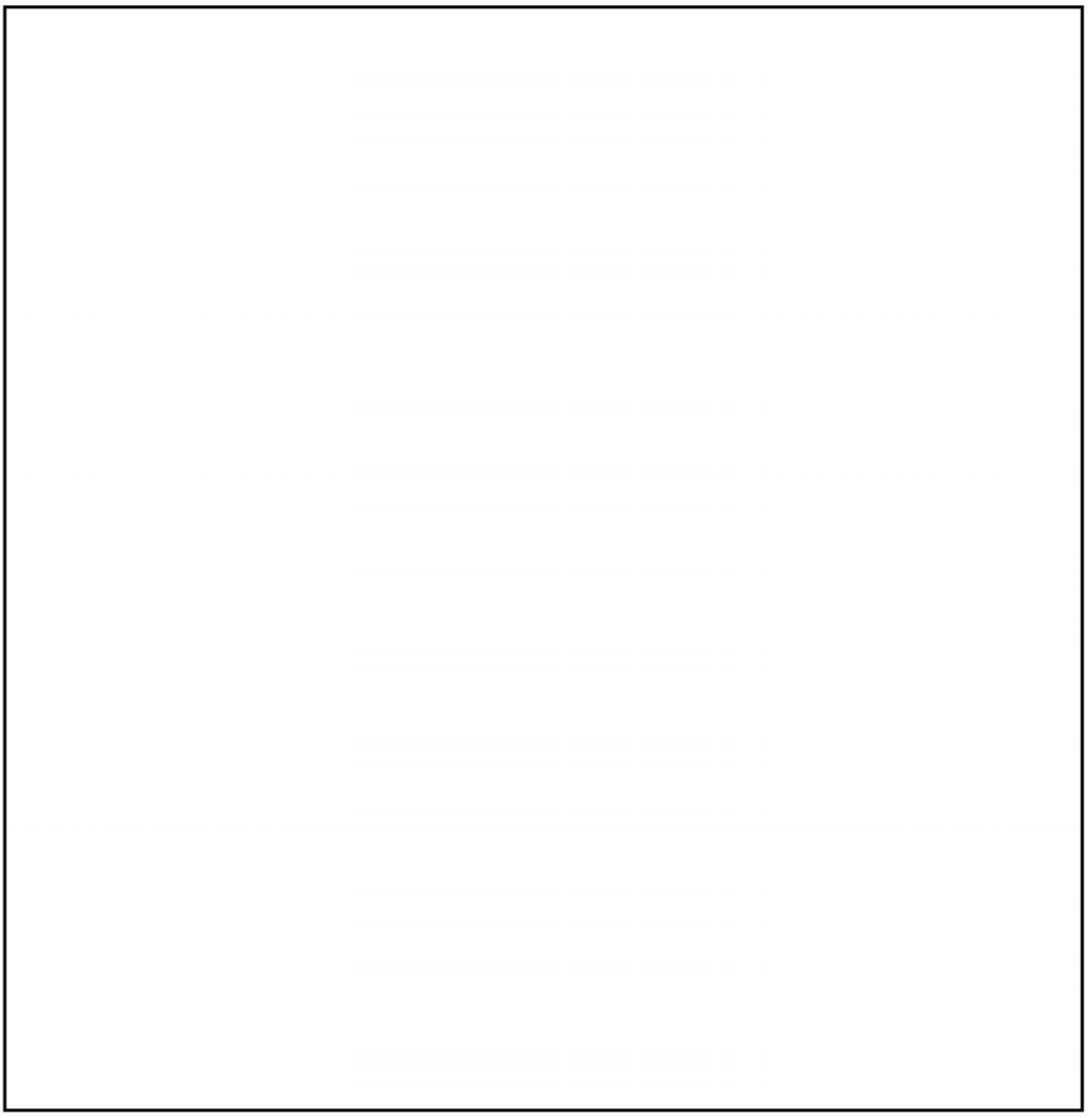
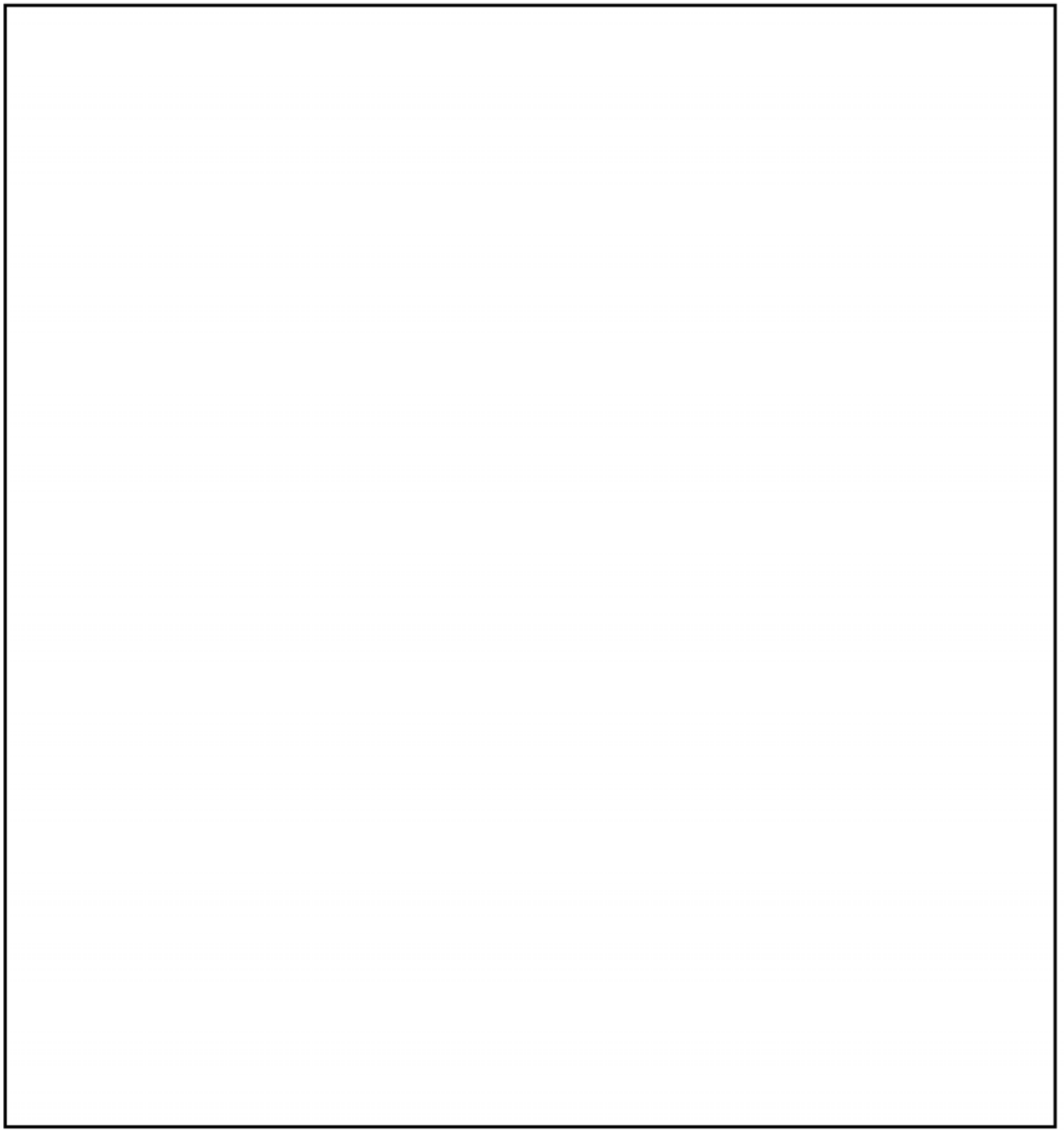
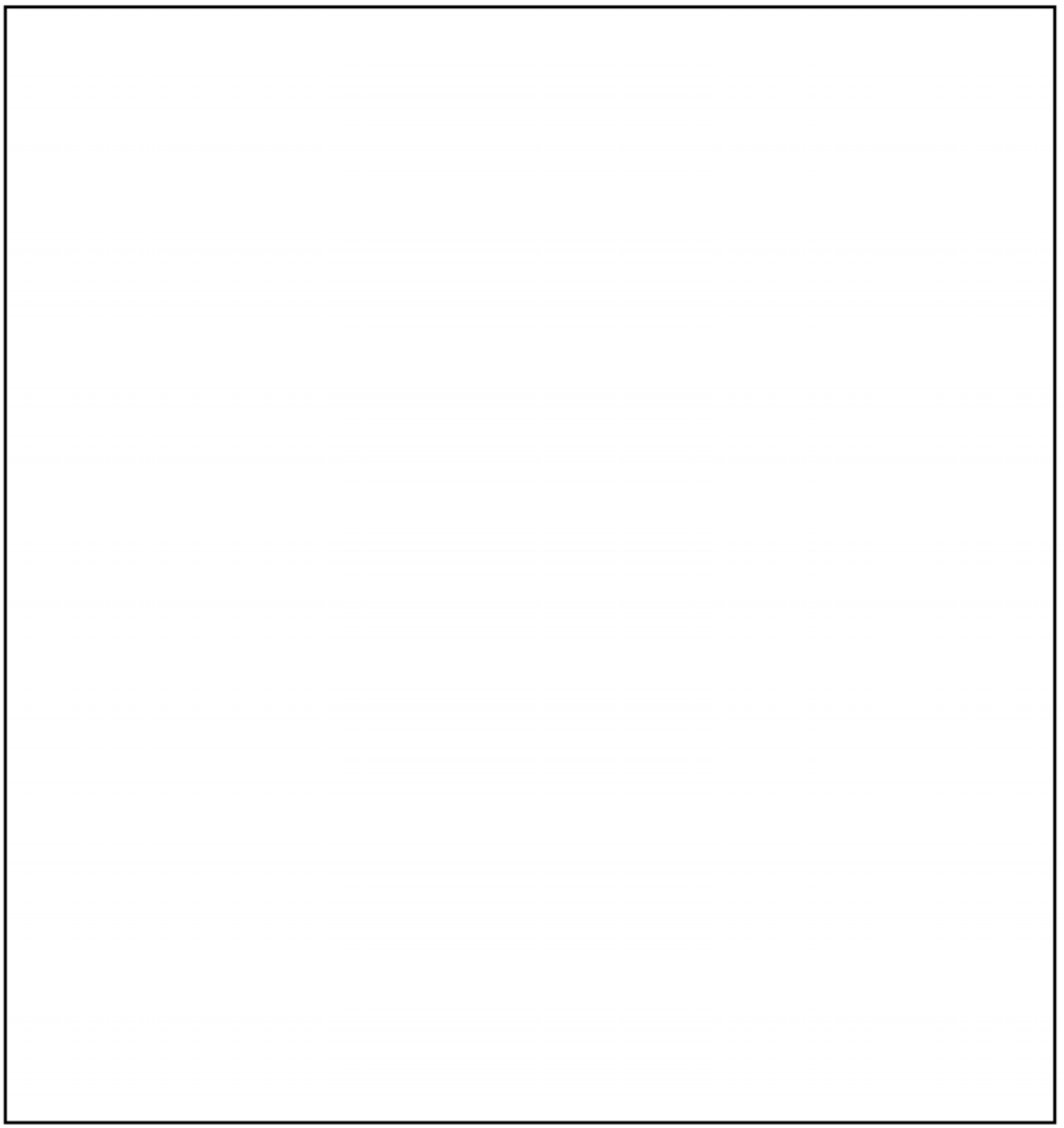


b7E



To: San Francisco From: San Francisco
Re: 72-SF-137278 (Pending) 74-SF-140678 (Pending)
72-SF-141346 (Pending) 194C-SF-140927 (Pending)
194B-SF-141519 (Pending) 194B-SF-137340 (Pending)
194-SF-C136106 (Pending) 194B-SF-137418 (Pending)
194B-SF-141749 (Pending) 194B-SF-127174 (Pending)
194-SF-c138901 (Pending) 194B-SF-141729 (Pending)
194B-SF-142079 (Pending) 804B-SF-138665, 10/04/2007



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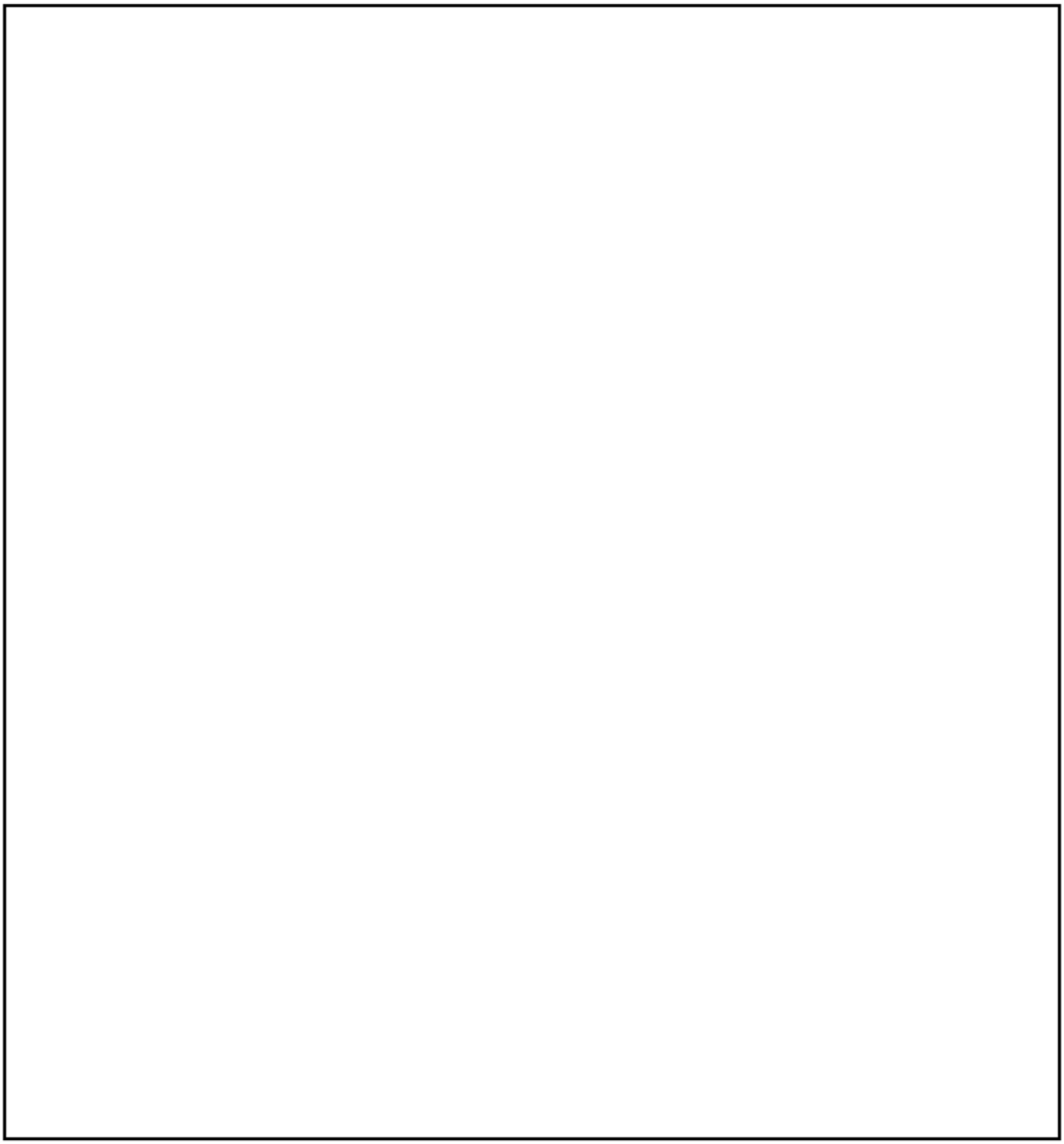

b6
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b7E

To: San Francisco From: San Francisco
Re: 72-SF-137278 (Pending) 74-SF-140678 (Pending)
72-SF-141346 (Pending) 194C-SF-140927 (Pending)
194B-SF-141519 (Pending) 194B-SF-137340 (Pending)
194-SF-C136106 (Pending) 194B-SF-137418 (Pending)
194B-SF-141749 (Pending) 194B-SF-127174 (Pending)
194-SF-c138901 (Pending) 194B-SF-141729 (Pending)
194B-SF-142079 (Pending) 804B-SF-138665, 10/04/2007

b6
b7C
b7E

♦♦

FD-542 (Rev. 06-13-2007)

FEDERAL BUREAU OF INVESTIGATION

Precedence: ROUTINE

Date: 02/13/2008

3801mt.ec

To: San Francisco

From: San Francisco
I-4/Oakland Resident Agency
Contact: IA [redacted] b6 b7C

Approved By: [redacted]

Drafted By: [redacted] :mt

Case ID #:

72-SF-137278	(Pending)	- 134
74-SF-140678	(Pending)	- 21
72-SF-141346	(Pending)	- 6
194C-SF-140927	(Pending)	- 43
194B-SF-141519	(Pending)	- 197
194B-SF-137340	(Pending)	- 52
194-SF-C136106	(Pending)	- 69
194B-SF-137418	(Pending)	- 103
194B-SF-141749	(Pending)	- 28
194B-SF-127174	(Pending)	- 587
194-SF-C138901	(Pending)	- 30
194B-SF-141729	(Pending)	- 27
194B-SF-142079	(Pending)	- 26
804B-SF-138665	(Pending)	- 53
804B-SF-C139511-C7	(Pending)	- 68
804B-SF-138674-CR	(Pending)	- 3
194-SF-C139080	(Pending)	- 10
282A-SF-141764	(Pending)	- 55
194B-SF-138581	(Pending)	- 65
282A-SF-0	(Pending)	- 3950
282A-SF-C115340	(Pending)	- 131
~~72-SF-137278~~	~~(Pending)~~	
194B-SF-131342	(Pending)	- 175
194B-SF-139276	(Pending)	- 76
194B-SF-140408	(Pending)	- 40
194A-SF-135227	(Pending)	- 240
[redacted]		b7E
194B-SF-140406	(Pending)	- 17
[redacted]		

Title: STATISTICAL ACCOMPLISHMENTS
11/17/2006 - 2/5/2008

Synopsis: To claim statistical accomplishments for captioned time period.

194B-SF-137418-103

Details: IA [redacted] received positive intelligence that addressed local field office standing intelligence requirements during the above time period. This positive intelligence resulted in the identification of [redacted] against requirements that are documented on the attached Collection Stats by Collector Squad Report. b6 b7C b7E

Accomplishment Information:

Number: 30
Type: DI-ACQUISITION-POSITIVE INTEL ACQUIRED (FOSIR)
ITU: INTEL PROGRAM
Claimed By:
SSN:
Name:
Squad: C7

Number: 1
Type: DI-ACQUISITION-POSITIVE INTEL ACQUIRED (FOSIR)
ITU: INTEL PROGRAM
Claimed By:
SSN:
Name:
Squad: C7

Number: 17
Type: DI-ACQUISITION-POSITIVE INTEL ACQUIRED (FOSIR)
ITU: INTEL PROGRAM
Claimed By:
SSN:
Name:
Squad: C7

Number: 71
Type: DI-ACQUISITION-POSITIVE INTEL ACQUIRED (FOSIR)
ITU: INTEL PROGRAM
Claimed By:
SSN:
Name:
Squad: C7

Number: 9
Type: DI-ACQUISITION-POSITIVE INTEL ACQUIRED (FOSIR)
ITU: INTEL PROGRAM
Claimed By:
SSN:
Name:
Squad: C7

Number: 3
Type: DI-ACQUISITION-POSITIVE INTEL ACQUIRED (FOSIR)
ITU: INTEL PROGRAM
Claimed By:
SSN:
Name:
Squad: C7

b6
b7C

Number: 23
Type: DI-ACQUISITION-POSITIVE INTEL ACQUIRED (FOSIR)
ITU: INTEL PROGRAM
Claimed By:
SSN:
Name:
Squad: C7

b6
b7C

Number: 1
Type: DI-ACQUISITION-POSITIVE INTEL ACQUIRED (FOSIR)
ITU: INTEL PROGRAM
Claimed By:
SSN:
Name:
Squad: C7

Number: 23
Type: DI-ACQUISITION-POSITIVE INTEL ACQUIRED (FOSIR)
ITU: INTEL PROGRAM
Claimed By:
SSN:
Name:
Squad: C7

Number: 14
Type: DI-ACQUISITION-POSITIVE INTEL ACQUIRED (FOSIR)
ITU: INTEL PROGRAM
Claimed By:
SSN:
Name:
Squad: C7

Number: 56
Type: DI-ACQUISITION-POSITIVE INTEL ACQUIRED (FOSIR)
ITU: INTEL PROGRAM
Claimed By:
SSN:
Name:
Squad: I-4

Number: 53
Type: DI-ACQUISITION-POSITIVE INTEL ACQUIRED (FOSIR)
ITU: INTEL PROGRAM
Claimed By:
SSN:
Name:

To: San Francisco From: San Francisco
Re: 72-SF-137278, 02/13/2008

Squad: C7

Number: 32
Type: DI-ACQUISITION-POSITIVE INTEL ACQUIRED (FOSIR)
ITU: INTEL PROGRAM
Claimed By:
SSN:
Name:
Squad: C7

b6
b7C

♦♦

[redacted] (SF) (FBI) b6 b7C

From: [redacted](SF) (FBI)
Sent: Friday, February 22, 2008 3:09 PM
To: [redacted] (SF) (FBI)
Subject: RE: 1b evidence...

UNCLASSIFIED
NON-RECORD

From: [redacted](SF) (FBI)
Sent: Friday, February 22, 2008 3:07 PM
To: [redacted]SF) (FBI)
Subject: RE: 1b evidence...

b6 b7C

UNCLASSIFIED
NON-RECORD

Hi [redacted]
This has been completed. The new 1B #'s are 1B1, 1B2, 1b3 in case 194B-SF-137418.
[redacted]

From: [redacted](SF) (FBI)
Sent: Friday, February 22, 2008 3:06 PM
To: [redacted](SF) (FBI)
Subject: 1b evidence...

UNCLASSIFIED
NON-RECORD

b6 b7C

Hi [redacted]

This will follow up on my request that the following items should be moved from the [redacted] case listing (194B-SF-141519) over to the Rose Pak case listing (194B-SF-137418):

1B 118
1B 119
1B 120

Thanks,
[redacted]

UNCLASSIFIED

UNCLASSIFIED

UNCLASSIFIED

194B-SF-137418-104

(Rev. 01-31-2003)

FEDERAL BUREAU OF INVESTIGATION

Precedence: ROUTINE **Date:** 03/07/2008

To: San Francisco **Attn:** Squad C-7

From: San Francisco
Squad C-7 Public Corruption/Civil Rights
Contact: SA [redacted] b6 b7C

Approved By: [redacted]

Drafted By: [redacted]:jcm

Case ID #: √194B-SF-137418-106 (Pending)

Title: ROSE PAK, LOBBYIST,
CHINESE CHAMBER OF COMMERCE;
BRIDGEVIEW CONDOMINIUM CREDIT FRAUD;
SAN FRANCISCO, CALIFORNIA;
CSLO - LOCAL LEVEL

Synopsis: EC memorializing transfer of the above-referenced case to new case agent.

Details: Due to the recent TDY assignment of SA [redacted] b6 b7C to FBIHQ, the above-referenced case is herewith being transferred to SA [redacted] who will serve as the case agent.

♦♦

[redacted]

Reassigned 3-14-08 ERV

Reassign to SA [redacted] 3-14-08 ERV

b6 b7C

194B-SF-137418-106

194 B - SF - 137418-107

MEMO

To: [redacted] AUSA
US Attorney's Office

b6
b7C

From: SA [redacted]
FBI, San Francisco, CA
Tel. [redacted]
Fax (415)553-7674

Date: September 22, 2008

Subject: Pak

Comments: [redacted]

b6
b7C

I hope all is well with you.
re: Rose Pak, investigation # 2006R00548, would you generate the following items:

1. Rule 6(e) letter with the following names:

[redacted]

b3
b6
b7C

[redacted] Let me know.

b6
b7C
b7D

Thanks,

[redacted]
Cell [redacted]

b6
b7C

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 10/21/2008

[redacted] Emerald Fund, 532 Folsom Street, Suite 400, San Francisco, California, 94105, direct telephone number [redacted] cell telephone number [redacted] was interviewed at his business. After being advised of the identities of the agents and the nature of the interview, [redacted] voluntarily provided the following information: b6 b7C b7D

[redacted] office is accessed [redacted] b6 b7C b7D

[redacted] did not mind speaking with interviewing agents but did not feel comfortable talking about any of his friends without their permission or without a Grand Jury subpoena. b6 b7C b7D

[redacted] has been involved in the development of approximately 2000 units in San Francisco. These developments included the [redacted] which was a mixed use project, the [redacted]

[redacted] has a equal partner who has the other 50 percent of the business. [redacted] and his partner start a new business entity for every project they do so [redacted] is part of numerous companies. [redacted] has worked for [redacted] for [redacted] years and is currently an employee. b6 b7C b7D

Emerald Fund is opportunistic with respect to the location of their projects, meaning they look for under utilized or mis-utilized properties which they purchase and develop. Getting city approval for these projects can be difficult with some projects being harder than others. The difficulty many times is caused by neighborhood opposition, who, for very little money, can file an environmental quality act lawsuit and delay or stop a project. To avoid these delays, [redacted] likes to meet with neighborhood groups up front to determine the neighborhood concerns. b6 b7C b7D

Investigation on 10/21/2008 at San Francisco, California

File # 194B-SF-137418 -108 Date dictated

by SA [redacted] grn SA [redacted] b6 b7C

SEE 1A(24)

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Intel Value: Yes ☑ No ☐
SAS Date 12/8/08
MT 12/10/08
RQ-SFRC001A-1E1

b6 b7C b7D

[redacted] also likes to meet with senior planners in San Francisco's planning department to ensure his projects conform to the city's general development plan. For the [redacted] project, [redacted] met with representatives of MUNI, the Port, Redevelopment Agency, and members of the Board of Supervisors. After these meetings, [redacted] and Emerald Fund agreed to make changes to the project.

ROSE PAK is a friend of [redacted] with PAK on two occasions. PAK was the expediter on [redacted] Bridgeview project located at 400 Beale Street, San Francisco. [redacted] will only talk about PAK in more detail with her permission or with a Grand Jury subpoena.

b6 b7C b7D

[redacted] has used expediters like PAK or lawyers to take his projects through the approval process. However, may times [redacted] does this type of work himself because he knows many politicians and supervisors in San Francisco. [redacted] met some of these people during the four years he served as [redacted] the San Francisco Planning and Urban Research Association (SPUR).

The Bridgeview development went through planning approximately 10 years ago. It met planning commission opposition because the Avalon Bay developer felt Bridgeview blocked the Avalon property's view. During the project, [redacted] made a small adjustment to the tower of the Bridgeview project.

b6 b7C b7D

For the Bridgeview project, [redacted] also asked the City if the Emerald Fund could make a change with respect to the projects affordable housing units. Normally, housing developers in San Francisco must provide 10 percent affordable or "below market rate" units (BMR) in their project. [redacted] was part of the group that studied BMR percentage feasibility for new developments. At first it was an informal agreement between developers and the city that developers would provided 10 percent BMR units. However, now San Francisco regulations require at least 10 percent BMR. In some cities the requirement is up to 14 percent, but the developers still make a profit.

The Bridgeview project had a total of 150 units so 15 units were supposed to be BMR. The Emerald Fund wanted to eliminate the BMR housing at the Bridgeview, so they proposed transferring twice the number of required affordable housing units, which was 30 units, to a 278 unit housing development at 1045 Mission Street. Under this proposal there would have been no

 b6 b7C b7D

affordable housing units at Bridgview and about 58 units at 1045 Mission, the required 10 percent or 28 units plus the additional 30 Bridgeview units. Emerald Fund never followed through with this option because it was not cost effective.

At 1045 Mission, the Emerald Fund agreed to give the BMR units to the former residents of the Barkley Hotel, who had been displaced by the project.

BMR units available only for qualified buyers, which are buyers who make more than the minimum amount to be able to afford a mortgage for the unit but not make more than the maximum amount which would disqualify them. Units are awarded to qualified buyers in one of two ways with the developer determining which the method is used. One method is a lottery in which all qualified buyers' names are placed in a container and drawn randomly. The other method is "line up" or "first come, first serve" basis. For this method, potential buyers are notified about the time and place of the line up through advertisements in local newspapers. Also, persons who's names are maintained on a list in the Mayor's Office for Housing are also notified. Buyers then arrive early and wait in line and their names are taken in the order in which they arrived.

For the Bridgeview project, [redacted] decided on the "line-up" method for BMR units. [redacted] hired a company called Pacific Marketing to handle the administration and advertising for the line up. The line started on Monday even though the names of the individuals were not going to be taken until Saturday morning. Documents were generated concerning the line up and it would be unusual if neither Pacific Marketing or Emerald Fund did not have the records for the "line-up". b6 b7C b7D

[redacted] told a friend who was a nurse about the BMR units and suggested she put in for them since she had children and probably met the income requirements. She ultimately did not get a BMR unit for which she applied. b6 b7C b7D

All the units in Bridgeview, including the BMR units, were constructed to the same specifications and with the same finishes. BMR units are typically located on the lower floors which do not have views.

FD-542 (Rev. 06-13-2007)

FEDERAL BUREAU OF INVESTIGATION

Precedence: ROUTINE **Date:** 12/30/2008

36501mt.542

To: San Francisco

From: San Francisco
I-4/C-7
Contact: IA [redacted] b6 b7C

Approved By: [redacted]

Drafted By: [redacted] mt

Case ID #: 804B-SF-139511-C7 (Pending)
194-SF-C136106 (Pending)
194B-SF-137418 (Pending) -109
50-SF-140437 (Pending)
50-SF-143916 (Pending)
194C-SF-140927 (Pending)
194B-SF-141729 (Pending)

Title: STATISTICAL ACCOMPLISHMENTS
10/1/2008 - 12/31/2008

Synopsis: To claim statistical accomplishments for captioned time period.

Details: IA [redacted] received [redacted] b6 b7C b7E

[redacted]

194B-SF-137418-109

To: San Francisco From: San Francisco
Re: ??, 12/30/2008

Accomplishment Information:

Number: 6
Type: DI-ACQUISITION-POSITIVE INTELL ACQUIRED (FOSIR)
ITU: INTEL PROGRAM
Claimed By:
SSN:
Name:
Squad: C7

Number: 3
Type: DI-ACQUISITION-POSITIVE INTELL ACQUIRED (FOSIR)
ITU: INTEL PROGRAM
Claimed By:
SSN:
Name:
Squad: C7

Number: 3
Type: DI-ACQUISITION-POSITIVE INTELL ACQUIRED (FOSIR)
ITU: INTEL PROGRAM
Claimed By:
SSN:
Name:
Squad: C7

Number: 3
Type: DI-ACQUISITION-POSITIVE INTELL ACQUIRED (FOSIR)
ITU: INTEL PROGRAM
Claimed By:
SSN:
Name:
Squad: C7

Number: 10
Type: DI-ACQUISITION-POSITIVE INTELL ACQUIRED (FOSIR)
ITU: INTEL PROGRAM
Claimed By:
SSN:
Name:
Squad: C7

Number: 32
Type: DI-ACQUISITION-POSITIVE INTELL ACQUIRED (FOSIR)
ITU: INTEL PROGRAM
Claimed By:
SSN:
Name:
Squad: C7

b6
b7C

To: San Francisco From: San Francisco
Re: ??, 12/30/2008

Number: 7
Type: DI-ACQUISITION-POSITIVE INTELL ACQUIRED (FOSIR)
ITU: INTEL PROGRAM
Claimed By:
SSN:
Name:
Squad: C7

b6
b7C

♦♦

194B-SF-137418

U.S. Department of Justice

Federal Bureau of Investigation

In Reply, Please Refer to
File No.

San Francisco, CA
December 4, 2009

ROSE PAK, LOBBYIST,
CHINESE CHAMBER OF COMMERCE;
BRIDGEVIEW CONDOMINIUM CREDIT FRAUD;
SAN FRANCISCO, CALIFORNIA;
CORRUPTION OF STATE AND LOCAL OFFICIALS - STATE LEVEL

On January 24, 2005, the captioned investigation was opened to verify allegations of corruption involving San Francisco city lobbyist Rose Pak. Pak allegedly obtained qualification for, and financing under, the San Francisco city program for an "affordable" housing unit at the exclusive Bridgeview Condominiums, 400 Beale Street, San Francisco (Bridgeview).

Rose Pak is a an influential lobbyist in San Francisco city politics in general, and in the San Francisco Chinese community in particular. Pak purports to be a consultant with offices at the Chinese Chamber of Commerce in San Francisco. It was alleged that Pak unaccountably qualified for financing the purchase of a condominium unit at Bridgeview. Further, she was alleged to have improperly qualified for San Francisco loan guarantees or other advantage under the "affordable" housing program administered by the Mayor's Office of Housing for the City and County of San Francisco.

After pursuing all reasonable investigative avenues including obtaining details of Pak's qualification for the "affordable" housing program; obtaining records of Pak's income and financial resources; obtaining credit application forms prepared by/for Pak in connection with the purchase of the condominium unit; obtaining and reviewing Pak's tax records; and investigating Pak's influence with the Mayor's Office of Housing in San Francisco, the allegations are reasonably unverifiable. In addition, prosecution relating to the Bridgeview property purchased by Pak in 2002 would be barred as this transaction exceeds the five year statute of limitations.

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As such, the United States Attorney's Office (USAO) has advised FBI San Francisco of their decision to decline prosecution of the above matter. Therefore, USAO concurs with FBI San Francisco closing this case.

(Rev. 05-01-2008)

UNCLASSIFIED

FEDERAL BUREAU OF INVESTIGATION

Precedence: ROUTINE **Date:** 12/04/2009

To: Criminal Investigative **Attn:** Public Corruption Unit

From: San Francisco
C-7
Contact: SA [redacted]

b6
b7C

Approved By: [redacted]

Drafted By: [redacted]:grn

Case ID #: 194B-SF-137418 (Pending)

Title: ROSE PAK, LOBBYIST,
CHINESE CHAMBER OF COMMERCE;
BRIDGEVIEW CONDOMINIUM CREDIT FRAUD;
SAN FRANCISCO, CALIFORNIA;
CSLO - LOCAL LEVEL

Synopsis: To request SAC authorization to close the above captioned case and to transmit closing LHM to FBIHQ.

Enclosure(s): Enclosed for PCU is one original Letterhead Memorandum (LHM) dated December 4, 2009 and two copies.

Details: On January 24, 2005, the captioned investigation was opened to verify allegations of corruption involving San Francisco city lobbyist Rose Pak. Pak allegedly obtained qualification for, and financing under, the San Francisco city program for an "affordable" housing unit at the exclusive Bridgeview Condominiums, 400 Beale Street, San Francisco (Bridgeview).

Rose Pak is a an influential lobbyist in San Francisco city politics in general, and in the San Francisco Chinese community in particular. Pak purports to be a consultant with offices at the Chinese Chamber of Commerce in San Francisco. It was alleged that Pak unaccountably qualified for financing the purchase of a condominium unit at Bridgeview. Further, she was alleged to have improperly

UNCLASSIFIED

Closed 1/3/10

qualified for San Francisco loan guarantees or other advantage under the "affordable" housing program administered by the Mayor's Office of Housing for the City and County of San Francisco.

After pursuing all reasonable investigative avenues including obtaining details of Pak's qualification for the "affordable" housing program; obtaining records of Pak's income and financial resources; obtaining credit application forms prepared by/for Pak in connection with the purchase of the condominium unit; obtaining and reviewing Pak's tax records; and investigating Pak's influence with the Mayor's Office of Housing in San Francisco, the allegations are reasonably unverifiable. In addition, prosecution relating to the Bridgeview property purchased by Pak in 2002 would be barred as this transaction exceeds the five year statute of limitations.

All items that were stored in evidence have been destroyed.

As such, the United States Attorney's Office (USAO) has advised FBI San Francisco of their decision to decline prosecution of the above matter. Therefore, USAO concurs with FBI San Francisco closing this case.

To: Criminal Investigative From: San Francisco
Re: 194B-SF-137418, 12/04/2009

LEAD(s):

Set Lead 1: (Action)

CRIMINAL INVESTIGATIVE

AT WASHINGTON, DC

Disseminated LHM to Department of Justice.

♦♦

(Rev. 05-01-2008)

UNCLASSIFIED

FEDERAL BUREAU OF INVESTIGATION

Precedence: ROUTINE **Date:** 12/04/2009

To: San Francisco **Attn:** Evidence Room

From: San Francisco
C-7
Contact: SA [redacted] b6 b7C

Approved By: [redacted]

Drafted By: [redacted] grn

Case ID #: 194B-SF-137418 (Pending) 113

Title: ROSE PAK, LOBBYIST,
CHINESE CHAMBER OF COMMERCE;
BRIDGEVIEW CONDOMINIUM CREDIT FRAUD;
SAN FRANCISCO, CALIFORNIA;
CSLO - LOCAL LEVEL

Synopsis: To document disposal of evidence.

Details: Above captioned case is being closed. The following items that were removed from evidence:

Number	Barcode	Description
1B1	E4190656	Documents from Mayor's Office of Housing
[redacted]		b3

were no longer needed and were destroyed. Items 1B1 and 1B2 were to be disposed of upon case closing as noted per the previous case agent and item 1B3 was destroyed per Federal Taxpayer Information Security Guidelines. All three items held in evidence were photocopies of documents.

UNCLASSIFIED

194B-SF-137418-113 SEG 1A (25)

To: San Francisco From: San Francisco
Re: 194B-SF-137418, 12/04/2009

LEAD(s):

Set Lead 1: (Info)

SAN FRANCISCO

AT EVIDENCE ROOM

Read and clear.

♦♦

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 10/17/2008

[redacted] The Emerald Fund, cell telephone number [redacted] was contacted telephonically. After being told the interviewing agent's identity and the nature of the call, [redacted] provided the following information: b6 b7C b7D

[redacted] was responding to SA [redacted] request for an interview. [redacted] asked SA [redacted] to refresh his recollection of the attorney that had represented him in the past. SA [redacted] said it may have been [redacted] asked if [redacted] still worked at the same firm to which SA [redacted] answered he had no idea. [redacted] asked if he really needed an attorney since it would cost him approximately $300 per hour. SA [redacted] said he could not advise [redacted] on whether or not he needed an attorney. [redacted] said he would be willing to meet at his office to save himself time. [redacted] then expressed an interest in tape recording the interview himself. b6 b7C b7D

Investigation on 10/14/2008 at San Francisco, California

File # 194B-SF-137418-114 Date dictated

by SA [redacted] grn 5/24/2011 b6 b7C

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