

File No. 150621

Committee Item No. \_\_\_\_\_

Board Item No. 35

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: \_\_\_\_\_

Date: \_\_\_\_\_

Board of Supervisors Meeting

Date: June 23, 2015

#### Cmte Board

- |                          |                                     |  |
|--------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Motion                                       |
| <input type="checkbox"/> | <input type="checkbox"/>            | Resolution                                   |
| <input type="checkbox"/> | <input type="checkbox"/>            | Ordinance                                    |
| <input type="checkbox"/> | <input type="checkbox"/>            | Legislative Digest                           |
| <input type="checkbox"/> | <input type="checkbox"/>            | Budget and Legislative Analyst Report        |
| <input type="checkbox"/> | <input type="checkbox"/>            | Youth Commission Report                      |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Introduction Form                            |
| <input type="checkbox"/> | <input type="checkbox"/>            | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/>            | MOU  |
| <input type="checkbox"/> | <input type="checkbox"/>            | Grant Information Form                       |
| <input type="checkbox"/> | <input type="checkbox"/>            | Grant Budget                                 |
| <input type="checkbox"/> | <input type="checkbox"/>            | Subcontract Budget                           |
| <input type="checkbox"/> | <input type="checkbox"/>            | Contract/Agreement                           |
| <input type="checkbox"/> | <input type="checkbox"/>            | Form 126 – Ethics Commission                 |
| <input type="checkbox"/> | <input type="checkbox"/>            | Award Letter                                 |
| <input type="checkbox"/> | <input type="checkbox"/>            | Application                                  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Public Correspondence                        |

#### OTHER (Use back side if additional space is needed)

- |                          |                                     |   |
|--------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>DPW Order No. 183644</u>                         |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Planning Memo - May 1, 2014</u>                  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Treasury and Tax Certificate - June 12, 2015</u> |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Final Maps</u>                                   |
| <input type="checkbox"/> | <input type="checkbox"/>            | _____   |

Completed by: John Carroll

Date: June 12, 2015

Completed by: \_\_\_\_\_

Date: \_\_\_\_\_

1 [Final Map 8005 - 135 Buena Vista Avenue West]

2  
3 **Motion approving Final Map 8005, a five residential unit Condominium Project, located**  
4 **at 135 Buena Vista Avenue West, being a subdivision of Assessor's Block No. 1258, Lot**  
5 **No. 019, and adopting findings pursuant to the General Plan, and the eight priority**  
6 **policies of Planning Code, Section 101.1.**

7  
8 **MOVED, That the certain map entitled "FINAL MAP 8005", a five residential unit**  
9 **Condominium Project, located at 135 Buena Vista Avenue East, being a subdivision of**  
10 **Assessor's Block No. 1258, Lot No. 019, comprising 3 sheets, approved May 20, 2015, by**  
11 **Department of Public Works Order No. 183644 is hereby approved and said map is adopted**  
12 **as an Official Final Map 8005; and, be it**

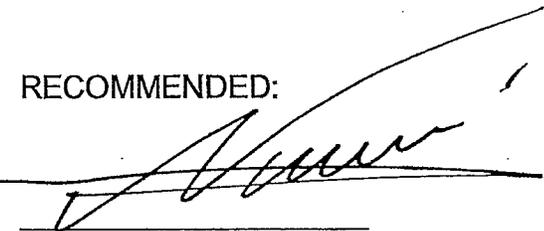
13 **FURTHER MOVED, That the San Francisco Board of Supervisors adopts as its own**  
14 **and incorporates by reference herein as though fully set forth the findings made by the City**  
15 **Planning Department, by its letter dated May 1, 2014, that the proposed subdivision is**  
16 **consistent with the objectives and policies of the General Plan and the eight priority policies of**  
17 **Planning Code, Section 101.1; and, be it**

18 **FURTHER MOVED, That the San Francisco Board of Supervisors hereby authorizes**  
19 **the Director of the Department of Public Works to enter all necessary recording information on**  
20 **the Final Map and authorizes the Clerk of the Board of Supervisors to execute the Clerk's**  
21 **Statement as set forth herein; and, be it**

22 **FURTHER MOVED, That approval of this map is also conditioned upon compliance by**  
23 **the subdivider with all applicable provisions of the San Francisco Subdivision Code and**  
24 **amendments thereto.**

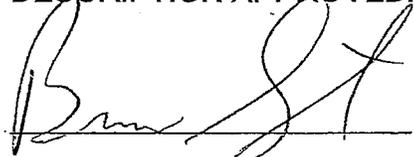
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RECOMMENDED:



Mohammed Nuru  
Director of Public Works

DESCRIPTION APPROVED:



Bruce R. Storrs, PLS  
City and County Surveyor

TENDERLOIN HOUSING CLINIC

126 Hyde Street  
San Francisco, CA 94102  
Tel. (415) 771-9850  
Fax. (415) 771-1287

RANDALL M. SHAW  
STEPHEN L. COLLIER  
RAQUEL FOX  
MATT MCFARLAND  
JOSEPH K. BARBER

File 150621  
ORIG: Leg Clerk  
c: BOS 11, CPAGE  
Contact:  
Email: [steve@thclinic.org](mailto:steve@thclinic.org)  
Phone: 771-9850 ext. 122

June 11, 2015

VIA HAND-DELIVERY

Members of the Board of Supervisors  
c/o Clerk of the Board  
San Francisco Board of Supervisors  
One Dr. Carlton B. Goodlett Place, Room 244  
San Francisco, CA 94102

Re: *Board of Supervisors File No. 150621  
Condominium Conversion Project #8005  
135 Buena Vista Avenue East,  
San Francisco, California*

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO  
2015 JUN 11 PM 4:12  
AK

Dear Members of the Board:

I write to request that the Board deny the condominium conversion project for 135 Buena Vista Avenue, East, on the ground that project is not in compliance with the lifetime lease requirements of San Francisco Subdivision Code § 1396.4(g).

I represent Katie Trieu and Thomas Saiget, tenants at 135 Buena Vista Avenue East, Apt. #2, San Francisco, California. I hand delivered a formal complaint with regard to the approval of this project to the Department of Public Works, Division of Street Use and Mapping, on June 3, 2015, requesting that DPW put a hold on the project until it could investigate the owners/subdividers' violation of the lifetime lease provisions of San Francisco Subdivision Code § 1396.4(g) (see enclosed). I called and left a message with the DPW staff member on the project afterwards and did not receive a response. When I called again today, I learned that my letter was "not in the file." Therefore, I request that you deny approval of the conversion project until the lifetime lease requirement is complied with.

The owners claimed to record an "Offer of Lifetime Lease of Residential Property" on March 12, 2015 (see enclosed). The offer of lifetime lease purports to offer to Thomas and Katie Saiget a lifetime lease in apartment #2 at 135 Buena Vista Avenue East. However, the lease attached as Exhibit B to the recorded offer of lifetime lease was not a lifetime lease. It is a month-to-month rental agreement with an Addendum No. 1 indicating that the owner agrees to rent the property to Katie Trieu and Thomas Saiget for five years beginning December 15, 2013 and ending December 15, 2018. The lease lacks the operative language that would

June 11, 2015

Page 2

make it a lifetime lease, specifically "the term begins on ("commencement date"), and shall terminate upon the death of the last life tenant residing in the unit or the last surviving member of the life tenant's household, whichever is later, provided such surviving member is related to the life tenant by blood, marriage, or domestic partnership, is either disabled, catastrophically ill, or age 62 or older at the time of death of any life tenant, and resided with the last life tenant at the time of death at the premises." Such language is required by Subdivision Code Section 1396.4(g). It is also not the lifetime lease form provided by DPW to comply with this requirement. Therefore, the offer of a lifetime lease was invalid, and the condominium conversion should not have been approved.

As the requirement of a lifetime lease has not been satisfied, a Final Subdivision Map or Parcel Map may not be approved. (Subdivision Code Section 1396.4(g)(3).) The tenants wish to accept an offer of lifetime lease once it is properly made.

Please deny this conversion project. Thank you for your attention to this matter.

Very truly yours,



Stephen L. Collier  
Attorney for Katie Trieu and Thomas Saiget

SLC/mg  
Enclosure

## TENDERLOIN HOUSING CLINIC

126 Hyde Street

San Francisco, CA 94102

Tel. (415) 771-9850

Fax. (415) 771-1287

RANDALL M. SHAW  
STEPHEN L. COLLIER  
RAQUEL FOX  
MATT MCFARLAND  
JOSEPH K. BARBER

Contact:

Email: [steve@thclinic.org](mailto:steve@thclinic.org)

Phone: 771-9850 ext. 122

June 3, 2015

### VIA HAND-DELIVERY

Robert Hanley  
Department of Public Works  
Bureau of Street-Use and Mapping  
1155 Market Street, 3<sup>rd</sup> Floor  
San Francisco, CA 94103

Re: *Condominium Conversion Project #8005, 135 Buena Vista Avenue East,  
San Francisco, California*

Dear Mr. Hanley:

I represent Katie Trieu and Thomas Saiget, tenants at 135 Buena Vista Avenue East, Apt. #2, San Francisco, California. This letter serves as a formal complaint with regard to the owners/subdividers violation of San Francisco Subdivision Code § 1396.4(g) (Lifetime Lease).

The owners recorded an "Offer of Lifetime Lease of Residential Property" on March 12, 2015 (see enclosed). The offer of lifetime lease purports to offer to Thomas and Katie Saiget a lifetime lease in apartment #2 at 135 Buena Vista Avenue East. However, the lease attached as Exhibit B to the recorded offer of lifetime lease is not a lifetime lease. It is a month-to-month rental agreement with an Addendum No. 1 indicating that the owner agrees to rent the property to Katie Trieu and Thomas Saiget for five years beginning December 15, 2013 and ending December 15, 2018. The lease lacks the operative language that would make it a lifetime lease, specifically "the term begins on ("commencement date"), and shall terminate upon the death of the last life tenant residing in the unit or the last surviving member of the life tenant's household, whichever is later, provided such surviving member is related to the life tenant by blood, marriage, or domestic partnership, is either disabled, catastrophically ill, or age 62 or older at the time of death of any life tenant, and resided with the last life tenant at the time of death at the premises." Such language is required by Subdivision Code Section 1396.4(g). Therefore, the offer of a lifetime lease was invalid, and the condominium conversion should not have been approved.

June 3, 2015

Page 2

As the requirement of a lifetime lease has not been satisfied, a Final Subdivision Map or Parcel Map may not be approved. (Subdivision Code Section 1396.4(g)(3).) The tenants wish to accept an offer of lifetime lease once it is properly made.

Please take whatever action is necessary in order to prevent Final Subdivision Map or Parcel Map approval pending your investigation of this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read 'SLC', with a long, sweeping horizontal flourish extending to the right.

Stephen L. Collier  
Attorney for Katie Trieu and Thomas Saiget

SLC/mg  
Enclosure



San Francisco Assessor-Recorder  
Carmen Chu, Assessor-Recorder  
**DOC- 2015-K032734-00**

Check Number 1452  
Thursday, MAR 12, 2015 14:31:13  
Ttl Pd \$69.00 Rcpt # 0005116480  
ofa/JL/1-19

RECORDING REQUESTED BY:

When Recorded Mail To:

Name: SirkinLaw APC

Address: 388 Market Street, Suite 1300  
San Francisco CA 94111

AB: 1258, Lot: 019

Space Above This Line For Recorder's Use

**OFFER OF LIFETIME LEASE OF RESIDENTIAL PROPERTY**

This Offer of Lifetime Lease of Residential Property ("Offer") is made on 12/15/13 (the "Offer Date") by Gavin McGrane, John D. Gribbon, Shabnam Malek, Akram Malek, Terrence A. Higgins & Junette K. Higgins, Kimberly L. Snead ("Landlord") to Thomas and Katie Saiget ("Life-Tenant") pursuant to the requirement set forth in the San Francisco Condominium Conversion Fee and Expedited Conversion Program, San Francisco Subdivision Code Section 1396.4(g) (the "Program").

WHEREAS, the Landlord is all the fee title owner(s) of the residential property located at 135 Buena Vista Ave East, San Francisco, California 94117, as more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Premises").

WHEREAS, Life-Tenant currently resides in Unit 2 of the Premises (the "Unit").

WHEREAS, Landlord proposes to convert the Premises to a condominium pursuant to the Program, and under the Program requirements must therefore provide Life-Tenant a written offer for a lifetime lease of the Unit.

NOW THEREFORE, in consideration of the above Recitals and the benefits provided under the Program, Landlord hereby agrees as follows:

1. Offer. Landlord hereby offers to Life-Tenant a lifetime lease in the Unit, the form and terms of which are attached hereto as Exhibit B (the "Lease"). Landlord agrees to record this Offer against the Premises as required under the Program.

2. Term. This Offer shall automatically expire on the earliest of: (i) execution of the Lease by Life-Tenant; (ii) Life-Tenant voluntarily vacates the Unit; or (iii) the date that is two years from the Offer Date.

IN WITNESS WHEREOF, Landlord has executed this Offer as the Offer Date first written above.

"LANDLORD":

x Kimberly L. Sneed

By: Kimberly L. Sneed 2/20/2015  
Its:

"LANDLORD":

x John D. Gribbon

By: John D. Gribbon 2/23/2015  
Its:

"LANDLORD":

x Gravin McGrane

By: Gravin McGrane 2/23/2015  
Its:

SIGNATURES MUST BE NOTARIZED

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of San Francisco

On 7/20/2015 before me, David L.H. Reed  
(insert name and title of the officer)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)



**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

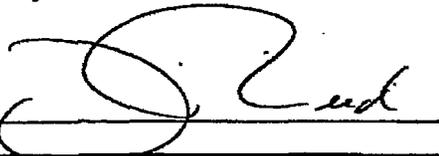
State of California  
County of San Francisco

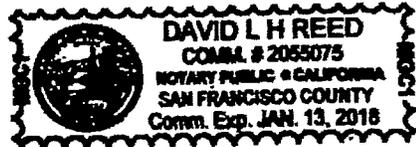
On February 23, 2015 before me, David L. H. Reed  
(insert name and title of the officer)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of San Francisco

On February 23, 2015 before me, David L. H. Reed  
(insert name and title of the officer)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

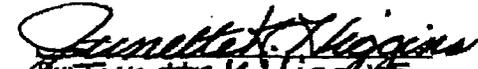
WITNESS my hand and official seal.

Signature  (Seal)

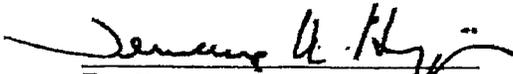


IN WITNESS WHEREOF, Landlord has executed this Offer as the Offer Date first written above.

"LANDLORD":

  
By: Junette Higgins  
Its: 03-11-15

"LANDLORD":

  
By: Terence A. Higgins  
Its: 03-11-15

"LANDLORD":

By:  
Its:

SIGNATURES MUST BE NOTARIZED

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of San Francisco

On March 11th, 2015 before me, David L. H. Reed  
(insert name and title of the officer)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



**ACKNOWLEDGMENT**

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State of California  
County of San Francisco

On March 11th, 2015 before me, David L. H. Reed  
(Insert name and title of the officer)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

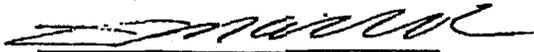
WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)



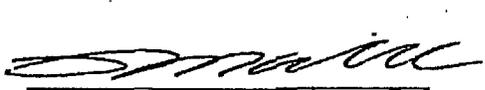
IN WITNESS WHEREOF, Landlord has executed this Offer as the Offer Date first written above.

**"LANDLORD":**



By: Shabnam Malek  
Its:

**"LANDLORD":**

 attorney in fact for Akram Malek

By: Shabnam Malek attorney in fact for Akram Malek  
Its:

**"LANDLORD":**

\_\_\_\_\_  
By:  
Its:

**SIGNATURES MUST BE NOTARIZED**

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Alameda

On 02/26/2015 before me, LUZ E. GONZALEZ  
(insert name and title of the officer)

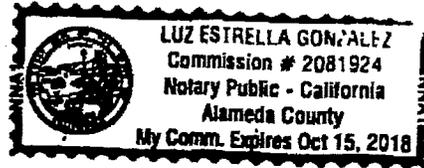
personally appeared Shabnam Malek  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]

(Seal)



**ACKNOWLEDGMENT**

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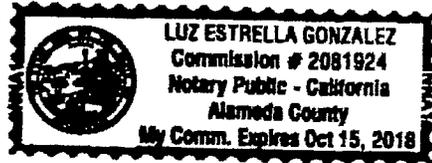
State of California  
County of Alameda

On 02/26/2015 before me, LUZ E. GONZALEZ  
(insert name and title of the officer)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature] (Seal)

**EXHIBIT "A"**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN FRANCISCO, COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

BEGINNING at a point on the Northeasterly line of Buena Vista Avenue, distant thereon 110 feet Southeasterly from the Southerly line of Waller Street; running thence Easterly and parallel with the Southerly line of Waller Street 89 feet and 2-5/8 inches; thence at a right angle Southerly 11 feet and 8-3/4 inches; thence at a right angle Easterly 56 Feet; thence at a right angle Southerly 26 feet and 1 inch; thence Westerly 130 feet and 10 inches to the Northeasterly line of Buena Vista Avenue at a point distant thereon 32 feet and 6-1/8 inches Southeasterly from the point of beginning; thence Northwesterly along said Northeasterly line of Buena Vista Avenue 32 feet and 6-1/8 inches to the point of beginning.

BEING part of Western Addition Block No. 521

APN: Lot 19, Block 1258



CALIFORNIA  
ASSOCIATION  
OF REALTORS®

RESIDENTIAL LEASE OR  
MONTH-TO-MONTH RENTAL AGREEMENT

C.A.R. Form LR, Revised 11/12

Date 10 Dec 2013, Shabnam Malek, Abraham Drucker (Landlord) and  
James Saiget, Katie Talev (Tenant) agree as follows:

1. PROPERTY:

- A. Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: 135 Buena Vista Ave - East Apt. 2, San Francisco CA 94117 (Premises).
- B. The Premises are for the sole use as a personal residence by the following named person(s) only: Katie Talev, James Saiget
- C. The following personal property, maintained pursuant to paragraph 11, is included: \_\_\_\_\_ or  (if checked) the personal property on the attached addendum.
- D. The Premises may be subject to a local rent control ordinance \_\_\_\_\_

2. TERM: The term begins on (date) December 16, 2013 (Commencement Date), (Check A or B):

- A. Month-to-Month: and continues as a month-to-month tenancy. Tenant may terminate the tenancy by giving written notice at least 30 days prior to the intended termination date. Landlord may terminate the tenancy by giving written notice as provided by law. Such notices may be given on any date.
- B. Lease: and shall terminate on (date) December 15, 2014 at \_\_\_\_\_  AM  PM. Tenant shall vacate the Premises upon termination of the Agreement, unless: (i) Landlord and Tenant have extended this Agreement in writing or signed a new agreement; (ii) mandated by local rent control law; or (iii) Landlord accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate as specified in paragraph 2A. Rent shall be at a rate agreed to by Landlord and Tenant, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.

3. RENT: "Rent" shall mean all monetary obligations of Tenant to Landlord under the terms of the Agreement, except security deposit.

- A. Tenant agrees to pay \$ 3600 per month for the term of the Agreement.
- B. Rent is payable in advance on the 1st (or  ) day of each calendar month; and is delinquent on the next day.
- C. If Commencement Date falls on any day other than the day Rent is payable under paragraph 3B, and Tenant has paid one full month's Rent in advance of Commencement Date, Rent for the second calendar month shall be prorated based on a 30-day period.
- D. PAYMENT: Rent shall be paid by  personal check,  money order,  cashier's check, or  other \_\_\_\_\_, to (name) Shabnam Malek (phone) \_\_\_\_\_, at (address) 1531 17th Avenue, San Francisco, CA 94117, (or at any other location subsequently specified by Landlord in writing to Tenant) (and  if checked, rent may be paid personally, between the hours of \_\_\_\_\_ and \_\_\_\_\_ on the following days \_\_\_\_\_). If any payment is returned for non-sufficient funds ("NSF") or because tenant signs payment, then, after that: (i) Landlord may, in writing, require Tenant to pay Rent in cash for three months and (ii) all future Rent shall be paid by  money order, or  cashier's check.

4. SECURITY DEPOSIT:

- A. Tenant agrees to pay \$ 3800 as a security deposit. Security deposit will be  transferred to and held by the Owner of the Premises, or  held in Owner's Broker's trust account.
- B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent (which includes Late Charges, NSF fees or other sums due); (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (iii) clean Premises, if necessary, upon termination of the tenancy; and (iv) replace or return personal property or appliances. SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT. If all or any portion of the security deposit is used during the tenancy, Tenant agrees to reimburse the total security deposit within five days after written notice is delivered to Tenant. Within 21 days after Tenant vacates the Premises, Landlord shall: (1) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code § 1980.5(g); and (2) return any remaining portion of the security deposit to Tenant.
- C. Security deposit will not be returned until all Tenants have vacated the Premises and all keys returned. Any security deposit returned by check shall be made out to all Tenants named on this Agreement, or as subsequently modified.
- D. No interest will be paid on security deposit unless required by local law.
- E. If the security deposit is held by Owner, Tenant agrees not to hold Broker responsible for its return. If the security deposit is held in Owner's Broker's trust account, and Broker's authority is terminated before expiration of this Agreement, and security deposit is released to someone other than Tenant, then Broker shall notify Tenant, in writing, where and to whom security deposit has been released. Once Tenant has been provided such notice, Tenant agrees not to hold Broker responsible for the security deposit.

5. MOVE-IN COSTS RECEIVED/DUE: Move-in funds made payable to Shabnam Malek shall be paid by  personal check,  money order, or  cashier's check.

Category	Total Due	Payment Received	Balance Due	Date Due
Rent from <u>Dec 16</u> to <u>Dec 31</u> (date)	1800	1800	0	
*Security Deposit	3800	3800	0	
Other <u>process</u>	60	60	0	
Other				
Total	5660	5660	0	

\*The maximum amount Landlord may receive as security deposit, however designated, cannot exceed two months' Rent for unfurnished premises, or three months' Rent for furnished premises.

Tenant's Initials (TJS)(KT)

Landlord's Initials (\_\_\_\_)(\_\_\_\_)

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Revised by \_\_\_\_\_ Date \_\_\_\_\_



Premises: 135 Buena Vista Ave East Apt 2 Date: Dec 10 2013

6. LATE CHARGE; RETURNED CHECKS:

- A. Tenant acknowledges either late payment of Rent or issuance of a returned check may cause Landlord to incur costs and expenses, the exact amounts of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within 5 (or  10) calendar days after the date due, or if a check is returned, Tenant shall pay to Landlord, respectively, an additional sum of \$ 35.00 or \_\_\_\_\_ % of the Rent due as a Late Charge and \$25.00 as a NSF fee for the first returned check and \$35.00 as a NSF fee for each additional returned check, either or both of which shall be deemed additional Rent.
- B. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any Late Charge or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 3 or prevent Landlord from exercising any other rights and remedies under this Agreement and as provided by law.

7. PARKING: (Check A or B)

- A. Parking is permitted as follows: \_\_\_\_\_

The right to parking  is  is not included in the Rent charged pursuant to paragraph 3. If not included in the Rent, the parking rental fee shall be an additional \$ \_\_\_\_\_ per month. Parking space(s) are to be used for parking property licensed and operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked on the Premises. Mechanical work or storage of inoperable vehicles is not permitted in parking space(s) or elsewhere on the Premises.

- OR  B. Parking is not permitted on the Premises.

8. STORAGE: (Check A or B)

- A. Storage is permitted as follows: Storage Space #2  
The right to separate storage space  is  is not included in the Rent charged pursuant to paragraph 3. If not included in the Rent, storage space fee shall be an additional \$ \_\_\_\_\_ per month. Tenant shall store only personal property Tenant owns, and shall not store property claimed by another or in which another has any right, title or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, hazardous waste or other inherently dangerous material, or illegal substances.

- OR  B. Except for Tenant's personal property, contained entirely within the Premises, storage is not permitted on the Premises.

9. UTILITIES: Tenant agrees to pay for all utilities and services, and the following charges:

except water trash, which shall be paid for by Landlord. If any utilities are not separately metered, Tenant shall pay Tenant's proportional share, as reasonably determined and directed by Landlord. If utilities are separately metered, Tenant shall place utilities in Tenant's name as of the Commencement Date. Landlord is only responsible for installing and maintaining one usable telephone jack and one telephone line to the Premises. Tenant shall pay any cost for conversion from existing utility service provider.

10. CONDITION OF PREMISES: Tenant has examined Premises and, if any, all furniture, furnishings, appliances, landscaping and fixtures, including smoke and carbon monoxide detector(s). (Check all that apply):

- A. Tenant acknowledges these items are clean and in operable condition, with the following exceptions: \_\_\_\_\_
- B. Tenant's acknowledgment of the condition of these items is contained in an attached statement of condition (C.A.R. Form MIMO).
- C. (i) Landlord will Deliver to Tenant a statement of condition (C.A.R. Form MIMO)  within 3 days after execution of this Agreement;  prior to the Commencement Date;  within 3 days after the Commencement Date.  
(ii) Tenant shall complete and return the MIMO to Landlord within 3 (or  ) days after Delivery. Tenant's failure to return the MIMO within that time shall conclusively be deemed Tenant's Acknowledgement of the condition as stated in the MIMO.
- D. Tenant will provide Landlord a list of items that are damaged or not in operable condition within 3 (or  ) days after Commencement Date, not as a contingency of this Agreement but rather as an acknowledgment of the condition of the Premises.
- E. Other: \_\_\_\_\_

11. MAINTENANCE:

- A. Tenant shall properly use, operate and safeguard Premises, including if applicable, any landscaping, furniture, furnishings and appliances, and all mechanical, electrical, gas and plumbing fixtures, and keep them and the Premises clean, sanitary and well ventilated. Tenant shall be responsible for checking and maintaining all carbon monoxide and smoke detectors and any additional phone lines beyond the one line and jack that Landlord shall provide and maintain. Tenant shall immediately notify Landlord, in writing, of any problem, malfunction or damage. Tenant shall be charged for all repairs or replacements caused by Tenant, pets, guests or licensees of Tenant, excluding ordinary wear and tear. Tenant shall be charged for all damage to Premises as a result of failure to report a problem in a timely manner. Tenant shall be charged for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.
- B.  Landlord  Tenant shall water the garden, landscaping, trees and shrubs, except: \_\_\_\_\_
- C.  Landlord  Tenant shall maintain the garden, landscaping, trees and shrubs, except: \_\_\_\_\_
- D.  Landlord  Tenant shall maintain \_\_\_\_\_
- E. Tenant's failure to maintain any item for which Tenant is responsible shall give Landlord the right to hire someone to perform such maintenance and charge Tenant to cover the cost of such maintenance.
- F. The following items of personal property are included in the Premises without warranty and Landlord will not maintain, repair or replace them: \_\_\_\_\_

Tenant's Initials (JKS)(\_\_\_\_\_)

Landlord's Initials (\_\_\_\_\_)(\_\_\_\_\_)

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



Premises: 13500 S Vista Ave. East Apt 2 Date: December 10, 2013

12. NEIGHBORHOOD CONDITIONS: Tenant is advised to satisfy him or herself as to neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, availability, adequacy and cost of any wired, wireless Internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Tenant.

13. PETS: Unless otherwise provided in California Civil Code § 54.2, no animal or pet shall be kept on or about the Premises without Landlord's prior written consent, except:

14.  (If checked) NO SMOKING: No smoking of any substance is allowed on the Premises or common areas. If smoking does occur on the Premises or common areas, (i) Tenant is responsible for all damage caused by the smoking including, but not limited to stains, burns, odors and removal of debris; (ii) Tenant is in breach of this Agreement; (iii) Tenant, guests, and all others may be required to leave the Premises; and (iv) Tenant acknowledges that in order to remove odor caused by smoking, Landlord may need to replace carpet and drapes and paint the entire premises regardless of when these items were last cleaned, replaced, or repainted. Such actions and other necessary steps will impact the return of any security deposit. The Premises or common areas may be subject to a local non-smoking ordinance.

15. RULES/REGULATIONS:

A. Tenant agrees to comply with all Landlord rules and regulations that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant shall not, disturb, annoy, endanger or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises.

B. (If applicable, check one)

1. Landlord shall provide Tenant with a copy of the rules and regulations within \_\_\_\_\_ days or \_\_\_\_\_

OR  2. Tenant has been provided with, and acknowledges receipt of, a copy of the rules and regulations.

16.  (If checked) CONDOMINIUM; PLANNED UNIT DEVELOPMENT:

A. The Premises are a unit in a condominium, planned unit development, common interest subdivision or other development governed by a homeowners' association ("HOA"). The name of the HOA is \_\_\_\_\_ Tenant agrees to comply with all HOA covenants, conditions and restrictions, bylaws, rules and regulations and decisions ("HOA Rules"). Landlord shall provide Tenant copies of HOA Rules, if any. Tenant shall reimburse Landlord for any fines or charges imposed by HOA or other authorities, due to any violation by Tenant, or the guests or licensees of Tenant.

B. (Check one)

1. Landlord shall provide Tenant with a copy of the HOA Rules within \_\_\_\_\_ days or \_\_\_\_\_

OR  2. Tenant has been provided with, and acknowledges receipt of, a copy of the HOA Rules.

17. ALTERATIONS; REPAIRS: Unless otherwise specified by law or paragraph 28C, without Landlord's prior written consent, (i) Tenant shall not make any repairs, alterations or improvements in or about the Premises including: painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials; (ii) Landlord shall not be responsible for the costs of alterations or repairs made by Tenant; (iii) Tenant shall not deduct from Rent the costs of any repairs, alterations or improvements; and (iv) any deduction made by Tenant shall be considered unpaid Rent.

18. KEYS; LOCKS:

A. Tenant acknowledges receipt of (or Tenant will receive  prior to the Commencement Date, or  \_\_\_\_\_):

- \_\_\_\_\_ key(s) to Premises,
- \_\_\_\_\_ key(s) to mailbox,
- \_\_\_\_\_ key(s) to common area(s),
- \_\_\_\_\_ remote control device(s) for garage door/gate opener(s),

B. Tenant acknowledges that locks to the Premises  have,  have not, been re-keyed.

C. If Tenant re-locks existing locks or opening devices, Tenant shall immediately deliver copies of all keys to Landlord. Tenant shall pay all costs and charges related to loss of any keys or opening devices. Tenant may not remove locks, even if installed by Tenant.

19. ENTRY:

A. Tenant shall make Premises available to Landlord or Landlord's representative for the purpose of entering to make necessary or agreed repairs, (including, but not limited to, installing, repairing, testing, and maintaining smoke detectors and carbon monoxide devices, and bracing, anchoring or strapping water heaters), decorations, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors.

B. Landlord and Tenant agree that 24-hour written notice shall be reasonable and sufficient notice, except as follows. 48-hour written notice is required to conduct an inspection of the Premises prior to the Tenant moving out, unless the Tenant waives the right to such notice. Notice may be given orally to show the Premises to actual or prospective purchasers provided Tenant has been notified in writing within 120 days preceding the oral notice, that the Premises are for sale and that oral notice may be given to show the Premises. No notice is required: (i) to enter in case of an emergency; (ii) if the Tenant is present and consents at the time of entry; or (iii) if the Tenant has abandoned or surrendered the Premises. No written notice is required if Landlord and Tenant orally agree to an entry for agreed services or repairs if the date and time of entry are within one week of the oral agreement.

C.  (If checked) Tenant authorizes the use of a keysafe/lockbox to allow entry into the Premises and agrees to sign a keysafe/lockbox addendum (C.A.R. Form KLA).

20. SIGNS: Tenant authorizes Landlord to place FOR SALE/LEASE signs on the Premises.

21. ASSIGNMENT; SUBLETTING: Tenant shall not sublet all or any part of Premises, or assign or transfer this Agreement or any interest in it, without Landlord's prior written consent. Unless such consent is obtained, any assignment, transfer or subletting of Premises or this Agreement or tenancy, by voluntary act of Tenant, operation of law or otherwise, shall, at the option of Landlord, terminate this Agreement. Any proposed assignee, transferee or sublessee shall submit to Landlord an application and credit information for Landlord's approval and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one assignment, transfer or sublease, shall not be construed as consent to any subsequent assignment, transfer or sublease and does not release Tenant of Tenant's obligations under this Agreement.

Tenant's Initials (RS)(\_\_\_\_\_)

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LR REVISED 11/12 (PAGE 3 OF 6)

Landlord's Initials (\_\_\_\_)(\_\_\_\_\_)

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



Premises: 35 Area Vista Ave East Apt 2 Date: December 10, 2013

22. **JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this Agreement, jointly with every other Tenant, and individually, whether or not in possession.

23.  **LEAD-BASED PAINT (if checked):** Premises were constructed prior to 1978. In accordance with federal law, Landlord gives and Tenant acknowledges receipt of the disclosures on the attached form (C.A.R. Form FLD) and a federally approved lead pamphlet.

24.  **MILITARY ORDINANCE DISCLOSURE:** (if applicable and known to Landlord) Premises are located within one mile of an area once used for military training, and may contain potentially explosive munitions.

25.  **PERIODIC PEST CONTROL:** Landlord has entered into a contract for periodic pest control treatment of the Premises and shall give Tenant a copy of the notice originally given to Landlord by the pest control company.

26.  **METHAMPHETAMINE CONTAMINATION:** Prior to signing this Agreement, Landlord has given Tenant a notice that a health official has issued an order prohibiting occupancy of the property because of methamphetamine contamination. A copy of the notice and order are attached.

27. **MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an internet Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Landlord nor Brokers, if any, are required to check this website. If Tenant wants further information, Tenant should obtain information directly from this website.)

28. **POSSESSION:**  
A. Tenant is not in possession of the Premises. If Landlord is unable to deliver possession of Premises on Commencement Date, such Date shall be extended to the date on which possession is made available to Tenant. If Landlord is unable to deliver possession within 5 (or  ) calendar days after agreed Commencement Date, Tenant may terminate this Agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid. Possession is deemed terminated when Tenant has returned all keys to the Premises to Landlord.  
B.  Tenant is already in possession of the Premises.

29. **TENANT'S OBLIGATIONS UPON VACATING PREMISES:**

A. Upon termination of this Agreement, Tenant shall: (i) give Landlord all copies of all keys or opening devices to Premises, including any common areas; (ii) vacate and surrender Premises to Landlord, empty of all persons; (iii) vacate any/all parking and/or storage space; (iv) clean and deliver Premises, as specified in paragraph C below, to Landlord in the same condition as referenced in paragraph 10; (v) remove all debris; (vi) give written notice to Landlord of Tenant's forwarding address; and (vii)

B. All alterations/improvements made by or caused to be made by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may charge Tenant for restoration of the Premises to the condition it was in prior to any alterations/improvements.

C. **Right to Pre-Move-Out Inspection and Repairs:** (i) After giving or receiving notice of termination of a tenancy (C.A.R. Form NTT), or before the end of a lease, Tenant has the right to request that an inspection of the Premises take place prior to termination of the lease or rental (C.A.R. Form NRI). If Tenant requests such an inspection, Tenant shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Agreement. (ii) Any repairs or alterations made to the Premises as a result of this inspection (collectively, "Repairs") shall be made at Tenant's expense. Repairs may be performed by Tenant or through others, who have adequate insurance and license and are approved by Landlord. The work shall comply with applicable law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skilful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. (iii) Tenant shall: (a) obtain receipts for Repairs performed by others; (b) prepare a written statement indicating the Repairs performed by Tenant and the date of such Repairs; and (c) provide copies of receipts and statements to Landlord prior to termination. Paragraph 29C does not apply when the tenancy is terminated pursuant to California Code of Civil Procedure § 1161(2), (3) or (4).

30. **BREACH OF CONTRACT; EARLY TERMINATION:** In addition to any obligations established by paragraph 29, in the event of termination by Tenant prior to completion of the original term of the Agreement, Tenant shall also be responsible for lost Rent, rental commissions, advertising expenses and painting costs necessary to ready Premises for re-rental. Landlord may withhold any such amounts from Tenant's security deposit.

31. **TEMPORARY RELOCATION:** Subject to local law, Tenant agrees, upon demand of Landlord, to temporarily vacate Premises for a reasonable period, to allow for fumigation (or other methods) to control wood destroying pests or organisms, or other repairs to Premises. Tenant agrees to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and removal of perishables and valuables. Tenant shall only be entitled to a credit of Rent equal to the per diem Rent for the period of time Tenant is required to vacate Premises.

32. **DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty that render Premises totally or partially uninhabitable, either Landlord or Tenant may terminate this Agreement by giving the other written notice. Rent shall be abated as of the date Premises become totally or partially uninhabitable. The abated amount shall be the current monthly Rent prorated on a 30-day period. If the Agreement is not terminated, Landlord shall promptly repair the damage, and Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Landlord shall have the right of termination, and no reduction in Rent shall be made.

33. **INSURANCE:** Tenant's or guest's personal property and vehicles are not insured by Landlord, manager or, if applicable, HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is advised to carry Tenant's own insurance (renter's insurance) to protect Tenant from any such loss or damage. Tenant shall comply with any requirement imposed on Tenant by Landlord's insurer to avoid: (i) an increase in Landlord's insurance premium (or Tenant shall pay for the increase in premium); or (ii) loss of insurance.

34. **WATERBEDS:** Tenant shall not use or have waterbeds on the Premises unless: (i) Tenant obtains a valid waterbed insurance policy; (ii) Tenant increases the security deposit in an amount equal to one-half of one month's Rent; and (iii) the bed conforms to the floor load capacity of Premises.

Tenant's Initials (JKS) (\_\_\_\_\_)

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LR REVISED 11/12 (PAGE 4 OF 6)

Landlord's Initials (\_\_\_\_\_) (\_\_\_\_\_)

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



Premises: 135 Buena Vista Ave East Apt 2 Date: December 10, 2013

35. **WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.  
36. **NOTICE:** Notices may be served at the following address, or at any other location subsequently designated:

Landlord: \_\_\_\_\_ Tenant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

37. **TENANT ESTOPPEL CERTIFICATE:** Tenant shall execute and return a tenant estoppel certificate delivered to Tenant by Landlord or Landlord's agent within 3 days after its receipt. Failure to comply with this requirement shall be deemed Tenant's acknowledgment that the tenant estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.

38. **REPRESENTATIONS:**

A. **TENANT REPRESENTATIONS; OBLIGATIONS REGARDING OCCUPANTS; CREDIT:** Tenant warrants that all statements in Tenant's rental application are accurate. Landlord requires all occupants 18 years of age or older and all emancipated minors to complete a lease rental application. Tenant acknowledges this requirement and agrees to notify Landlord when any occupant of the Premises reaches the age of 18 or becomes an emancipated minor. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report periodically during the tenancy in connection with the modification or enforcement of this Agreement. Landlord may cancel this Agreement: (i) before occupancy begins; upon disapproval of the credit report(s); or (ii) at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency if Tenant fails to fulfil the terms of payment and other obligations under this Agreement.

B. **LANDLORD REPRESENTATIONS:** Landlord warrants, that unless otherwise specified in writing, Landlord is unaware of (i) any recorded Notices of Default affecting the Premises; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

39. **MEDIATION:**

A. Consistent with paragraphs B and C below, Landlord and Tenant agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.

B. The following matters are excluded from mediation: (i) an unlawful detainer action; (ii) the filing or enforcement of a mechanic's lien; and (iii) any matter within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provision.

C. Landlord and Tenant agree to mediate disputes or claims involving Listing Agent, Leasing Agent or property manager ("Broker"), provided Broker shall have agreed to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to such Broker. Any election by Broker to participate in mediation shall not result in Broker being deemed a party to this Agreement.

40. **ATTORNEY FEES:** In any action or proceeding arising out of this Agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs, except as provided in paragraph 39A.

41. **C.A.R. FORM:** C.A.R. Form means the specific form referenced or another comparable form agreed to by the parties.

42. **OTHER TERMS AND CONDITIONS; SUPPLEMENTS:**  Interstate/Transfer Agreement (C.A.R. Form ITA);

Keweenaw Addendum (C.A.R. Form KAY);  Lead-Based Paint and Lead-Based Paint Hazards Disclosure (C.A.R. Form FLD);

Landlord in Default Addendum (C.A.R. Form LTD)

The following ATTACHED supplements are incorporated in this Agreement: \_\_\_\_\_

43. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement is subject to California landlord-tenant law and shall incorporate all changes required by amendment or successors to such law. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

44. **AGENCY:**

A. **CONFIRMATION:** The following agency relationship(s) are hereby confirmed for this transaction:

Listing Agent: (Print firm name) \_\_\_\_\_

is the agent of (check one):  the Landlord exclusively; or  both the Landlord and Tenant.

Leasing Agent: (Print firm name) \_\_\_\_\_

(if not same as Listing Agent) is the agent of (check one):  the Tenant exclusively; or  the Landlord exclusively; or  both the Tenant and Landlord.

B. **DISCLOSURE:**  (if checked): The term of this lease exceeds one year. A disclosure regarding real estate agency relationships (C.A.R. Form AD) has been provided to Landlord and Tenant, who each acknowledge its receipt.

45.  **TENANT COMPENSATION TO BROKER:** Upon execution of this Agreement, Tenant agrees to pay compensation to Broker as specified in a separate written agreement between Tenant and Broker.

Tenant's Initials ( JKS ) ( \_\_\_\_\_ )

Landlord's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

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LR REVISED 11/12 (PAGE 6 OF 6)

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



Premises: 155 Brea Vista Ave E Apt 2 Date: December 10, 2013

46.  **INTERPRETER/TRANSLATOR:** The terms of this Agreement have been interpreted for Tenant into the following language: \_\_\_\_\_ Landlord and Tenant acknowledge receipt of the attached interpreter/translator agreement (C.A.R. Form ITA).
47. **FOREIGN LANGUAGE NEGOTIATION:** If this Agreement has been negotiated by Landlord and Tenant primarily in Spanish, Chinese, Tagalog, Korean or Vietnamese, pursuant to the California Civil Code, Tenant shall be provided a translation of this Agreement in the language used for the negotiation.
48. **OWNER COMPENSATION TO BROKER:** Upon execution of this Agreement, Owner agrees to pay compensation to Broker as specified in a separate written agreement between Owner and Broker (C.A.R. Form LCA).
49. **RECEIPT:** If specified in paragraph 5, Landlord or Broker, acknowledges receipt of move-in funds.

Landlord and Tenant acknowledge and agree Brokers: (a) do not guarantee the condition of the Premises; (b) cannot verify representations made by others; (c) cannot provide legal or tax advice; (d) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this Agreement, Brokers: (e) do not decide what rental rate a Tenant should pay or Landlord should accept; and (f) do not decide upon the length of other terms of tenancy. Landlord and Tenant agree that they will seek legal, tax, insurance and other desired assistance from appropriate professionals.

Tenant agrees to rent the Premises on the above terms and conditions.

Tenant THOMAS KING GAJETA Date 12-10-2013  
 Address 432 W 25th St City HOUSTON TX State TX Zip 77008  
 Telephone 360-903-2297 Fax \_\_\_\_\_ E-mail TSAJETA@GMAIL.COM

Tenant \_\_\_\_\_ Date \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

**GUARANTEE:** In consideration of the execution of this Agreement by and between Landlord and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: (i) guarantee unconditionally to Landlord and Landlord's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; (ii) consent to any changes, modifications or alterations of any term in this Agreement agreed to by Landlord and Tenant; and (iii) waive any right to require Landlord and/or Landlord's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) \_\_\_\_\_  
 Guarantor \_\_\_\_\_ Date \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Landlord agrees to rent the Premises on the above terms and conditions.

Landlord James Miller Date 12/15/13 Landlord \_\_\_\_\_ Date \_\_\_\_\_  
 Address 155 Brea Vista Ave SE, OK 94122  
 Telephone 415 278 6170 Fax \_\_\_\_\_ E-mail \_\_\_\_\_

**REAL ESTATE BROKERS:**

A. Real estate brokers who are not also Landlord under this Agreement are not parties to the Agreement between Landlord and Tenant.

B. Agency relationships are confirmed in paragraph 44.

C. **COOPERATING BROKER COMPENSATION:** Listing Broker agrees to pay Cooperating Broker (Leasing Firm) and Cooperating Broker agrees to accept: (i) the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS; or (ii)  (if checked) the amount specified in a separate written agreement between Listing Broker and Cooperating Broker.

Real Estate Broker (Listing Firm) \_\_\_\_\_ DRE Lic. # \_\_\_\_\_  
 By (Agent) \_\_\_\_\_ DRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Real Estate Broker (Leasing Firm) \_\_\_\_\_ DRE Lic. # \_\_\_\_\_  
 By (Agent) \_\_\_\_\_ DRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.  
 This form is available for use by the entire real estate industry. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

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 a subsidiary of the California Association of REALTORS®  
 625 South Virgil Avenue, Los Angeles, California 90020

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



**CONTRACT ADDENDUM No. 1**

The following terms and conditions are hereby incorporated in and made a part of the Rental Agreement dated December 15, 2013 for the Property known as 135 Buena Vista East, Apt. No. 2, San Francisco, CA 94117 between Thomas Saiget and Katie Trieu (Tenants), on the one hand, and Shabnam Malek (Owner), on the other.

Owner agrees to rent the Property to Tenants for a period of five (5) years, to begin on December 15, 2013 and end on December 15, 2018 (the "Rental Period"), at which point the lease terms shall continue on a month-to-month basis in accordance with state and local laws. Beginning on December 15, 2014, Tenants shall have the right to terminate the Rental Agreement by giving Owner 30-days notice of termination. Termination by Tenants prior to December 15, 2014 is subject to the terms and conditions included in the Rental Agreement.

The Rental Agreement and the terms of this Contract Addendum No. 1 shall be binding upon and shall inure to the benefit of the parties and their heirs, executors, administrators, successors, and permitted assigns.

Any inconsistencies between the terms and conditions stated in this Contract Addendum No. 1 and those contained in the Rental Agreement shall be resolved in favor of this Contract Addendum No. 1.

The foregoing terms and conditions are hereby agreed to and the undersigned acknowledge receipt of a copy of this Contract Addendum No. 1.

This Contract Addendum No. 1 may be executed in counterparts (each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement) and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

Date 1-21-2014

**By Tenants**

Name Katie Trieu

Signature [Handwritten Signature]

Name THOMAS SAIGET

Signature [Handwritten Signature]

**By Owner**

Name Shabnam Malek

Signature [Handwritten Signature]

City and County of San Francisco

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO

San Francisco Public Works



2015 JUN -2 PM 1:01

Office of the City and County Surveyor  
1155 Market Street, 3rd Floor  
San Francisco, Ca 94103  
(415) 554-5827 www.sfdpw.org

u



Edwin M. Lee, Mayor  
Mohammed Nuru, Director

Bruce R. Storrs, City and County Surveyor

DPW Order No: 183644

CITY AND COUNTY OF SAN FRANCISCO  
DEPARTMENT OF PUBLIC WORKS

APPROVING FINAL MAP 8005, 135 BUENA VISTA AVENUE EAST, A FIVE UNIT RESIDENTIAL CONDOMINIUM PROJECT, BEING A SUBDIVISION OF LOT 019 IN ASSESSORS BLOCK NO. 1258.

A FIVE UNIT MIXED-USE CONDOMINIUM PROJECT

The City Planning Department in its letter dated May 1, 2014, stated that the subdivision is in conformity with the General Plan and the Priority Policies of City Planning Code Section 101.1.

The Director of Public Works, the Advisory Agency, acting in concurrence with other City agencies, has determined that said Final Map complies with all subdivision requirements related thereto. Pursuant to the California Subdivision Map Act and the San Francisco Subdivision Code, the Director recommends that the Board of Supervisors approve the aforementioned Final Map.

Transmitted herewith are the following:

1. One (1) paper copy of the Motion approving said map – one (1) copy in electronic format.
2. One (1) mylar signature sheet and one (1) paper set of the "Final Map 8005", each comprising 3 sheets.
3. One (1) copy of the Tax Certificate from the Office of the Treasurer and Tax Collector certifying that there are no liens against the property for taxes or special assessments collected as taxes.
4. One (1) copy of the letter dated May 1, 2014, from the City Planning Department verifying conformity of the subdivision with the General Plan and the Priority Policies set forth in City Planning Code Section 101.1.

It is recommended that the Board of Supervisors adopt this legislation.

RECOMMENDED:

APPROVED:

Bruce R. Storrs, PLS  
City and County Surveyor, DPW

Mohammed Nuru



San Francisco Public Works  
Making San Francisco a beautiful, livable, vibrant, and sustainable city.

cc: File (2)  
Board of Supervisors (signed)  
Tax Collector's Office

MOHAMMED NURU, DIRECTOR

5/20/2015

5/20/2015

**X** Bruce R. Storrsa

---

Storrs, Bruce  
City and County Surveyor

**X** Mohammed Nuru

---

Nuru, Mohammed  
Director, DPW  
Signed by: Nuru, Mohammed



San Francisco Public Works  
Making San Francisco a beautiful, livable, vibrant, and sustainable city.



RECEIVED  
14 MAY -5 AM 10: 27

Department of Public Works  
Office of the City and County Surveyor

1155 Market Street, 3rd Floor  
San Francisco, CA 94103

Bruce R. Storrs, City and County Surveyor

Edwin M. Lee, Mayor  
Mohammed Nuru, Director

Fuad S. Sweiss, PE, PLS,  
City Engineer & Deputy Director of Engineering

### TENTATIVE MAP DECISION

NW

Date: December 19, 2013

Department of City Planning  
1650 Mission Street, Suite 400  
San Francisco, CA 94103

Project ID: 8005			
Project Type: 5 Units Condominium Conversion			
Address#	StreetName	Block	Lot
135	BUENA VISTA AVE	1258	019
Tentative Map Referral			

Attention: Mr. Scott F. Sanchez

The subject Tentative Map has been reviewed by the Planning Department and does comply with applicable provisions of the Planning Code. On balance, the Tentative Map is consistent with the General Plan and the Priority Policies of Planning Code Section 101.1 based on the attached findings. The subject referral is exempt from environmental review per Class 1 California Environmental Quality Act Guidelines.

The subject Tentative Map has been reviewed by the Planning Department and does comply with applicable provisions of the Planning Code subject to the following conditions (Any requested documents should be sent in with a copy of this letter to Scott F. Sanchez at the above address):

The subject Tentative Map has been reviewed by the Planning Department and does not comply with applicable provisions of the Planning Code. Due to the following reasons (Any requested documents should be sent in with a copy of this letter to Scott F. Sanchez at the above address):

**Enclosures:**

- Application
- Print of Tentative Map

Sincerely,

Bruce R. Storrs, P.L.S.  
City and County Surveyor

PLANNING DEPARTMENT

Mr. Scott F. Sanchez, Zoning Administrator

DATE 5/11/2014 AK

**NOTICE OF SPECIAL RESTRICTIONS UNDER THE PLANNING CODE**

RECORDING REQUESTED BY: )

And When Recorded Mail To: )

Na )

Sirkin Law APC )

388 Market Street, Suite 1300 )

Ad San Francisco, CA 94111 )

City. )

State: California )

CONFORMED COPY of document recorded

04/23/2014, 2014J869476

on \_\_\_\_\_ with document no. \_\_\_\_\_

This document has not been compared with the original

SAN FRANCISCO ASSESSOR-RECORDER

Space Above this Line For Recorder's Use

*John D. Gribbon, Kimberly L. Sneed, Akram Tavana Malek, Shabnam Malek, Gavin H. McGrane,*

I (We) TERENCE A. HIGGINS, the owner(s) of that

certain real property situated in the City and County of San Francisco, State of California more particularly described as follows:

**(PLEASE ATTACH THE LEGAL DESCRIPTION AS ON DEED)**

**BEING ASSESSOR'S BLOCK: 1258; LOT: 019,**

**COMMONLY KNOWN AS: 135 Buena Vista Avenue East**

hereby give notice that there are special restrictions on the use of said property under Part II, Chapter II of the San Francisco Municipal Code (Planning Code).

Said Restrictions consist of conditions attached to the approval of Condominium Conversion Application No. 2014.0074Q by the Planning Department as a referral from the Department of Public Works, Bureau of Street-Use and Mapping, Project ID: 8005.

The tentative map filed with the present application indicates that the subject building at 135 Buena Vista Avenue East is a five-unit building located in a RH-3 (Residential, Housing, Three Family) Zoning District. Within the RH-3 Zoning District, a maximum of three dwelling units can be considered legal and conforming to the Planning Code. The remaining two units must be considered a legal, nonconforming dwelling unit.

**The restrictions and conditions of which notice is hereby given are:**

1. That two of the dwelling units shall be designated as nonconforming dwelling units if and when any future expansion occurs. Section 181 of the Planning Code provides that a nonconforming use, and any structure occupied by such a use shall not be enlarged,

**EXHIBIT "A"**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN FRANCISCO, COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

BEGINNING at a point on the Northeasterly line of Buena Vista Avenue, distant thereon 110 feet Southeasterly from the Southerly line of Waller Street; running thence Easterly and parallel with the Southerly line of Waller Street 89 feet and 2-5/8 inches; thence at a right angle Southerly 11 feet and 8-3/4 inches; thence at a right angle Easterly 56 Feet; thence at a right angle Southerly 26 feet and 1 inch; thence Westerly 130 feet and 10 inches to the Northeasterly line of Buena Vista Avenue at a point distant thereon 32 feet and 6-1/8 inches Southeasterly from the point of beginning; thence Northwesterly along said Northeasterly line of Buena Vista Avenue 32 feet and 6-1/8 inches to the point of beginning.

BEING part of Western Addition Block No. 521

APN: Lot 19, Block 1258

## NOTICE OF SPECIAL RESTRICTIONS UNDER THE PLANNING CODE

intensified, extended or moved to another location, unless the result will be the elimination of the non-conforming use with exceptions outlined under Section 181(b) of the Code.

2. That the remaining three dwelling units shall remain legal and conforming, subject to all of the restrictions of the Code, and any other applicable City Codes. In case of conflict, the more restrictive City Code shall apply.
3. Minor modifications as determined by the Zoning Administrator may be permitted.
4. The property owner(s) shall record a copy of these conditions with the Office of the Recorder of the City and County of San Francisco as part of the property records for the block and lot identified above.

The use of said property contrary to these special restrictions shall constitute a violation of the Planning Code, and no release, modification or elimination of these restrictions shall be valid unless notice thereof is recorded on the Land Records by the Zoning Administrator of the City and County of San Francisco.

Dated: 3/21/14 at San Francisco, California.

Demetrius G. Higgins Terrence A. Higgins  
(Owner's Signature)

\_\_\_\_\_  
(Agent's Signature)

**This signature(s) must be acknowledged by a notary public before recordation; add Notary Public Certification and Official Notarial Seal.**

**ACKNOWLEDGMENT**

State of California  
County of San Francisco

On March 21, 14 before me, Ada Duong, Notary Public  
(insert name and title of the officer)

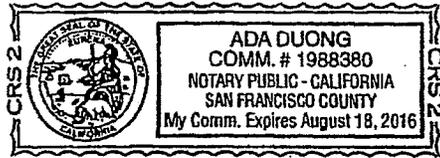
personally appeared Terrence Higgins  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in  
(his/her/their authorized capacity(ies), and that by his/her/their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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]

(Seal)



**NOTICE OF SPECIAL RESTRICTIONS UNDER THE PLANNING CODE**

intensified, extended or moved to another location, unless the result will be the elimination of the non-conforming use with exceptions outlined under Section 181(b) of the Code.

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The use of said property contrary to these special restrictions shall constitute a violation of the Planning Code, and no release, modification or elimination of these restrictions shall be valid unless notice thereof is recorded on the Land Records by the Zoning Administrator of the City and County of San Francisco.

Dated: March 19, 2014 at San Francisco, California.

John D. Gibbon John D. Gibbon  
(Owner's Signature)

\_\_\_\_\_  
(Agent's Signature)

This signature(s) must be acknowledged by a notary public before recordation; add Notary Public Certification and Official Notarial Seal.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

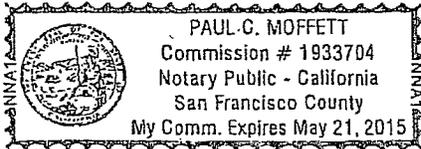
State of California

County of San Francisco

On March 19, 2014 before me, Paul C. Moffett, Notary Public

personally appeared John D. Gribbon

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



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Paul C. Moffett

Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Notice of Special Restrictions Under The Planning Code  
 Document Date: 3/19/14 Number of Pages: 2

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

- Signer's Name: \_\_\_\_\_
- Individual
  - Corporate Officer — Title(s): \_\_\_\_\_
  - Partner —  Limited  General
  - Attorney in Fact
  - Trustee
  - Guardian or Conservator
  - Other: \_\_\_\_\_

- Signer's Name: \_\_\_\_\_
- Individual
  - Corporate Officer — Title(s): \_\_\_\_\_
  - Partner —  Limited  General
  - Attorney in Fact
  - Trustee
  - Guardian or Conservator
  - Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

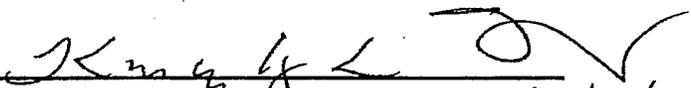
## NOTICE OF SPECIAL RESTRICTIONS UNDER THE PLANNING CODE

intensified, extended or moved to another location, unless the result will be the elimination of the non-conforming use with exceptions outlined under Section 181(b) of the Code.

2. That the remaining three dwelling units shall remain legal and conforming, subject to all of the restrictions of the Code, and any other applicable City Codes. In case of conflict, the more restrictive City Code shall apply.
3. Minor modifications as determined by the Zoning Administrator may be permitted.
4. The property owner(s) shall record a copy of these conditions with the Office of the Recorder of the City and County of San Francisco as part of the property records for the block and lot identified above.

The use of said property contrary to these special restrictions shall constitute a violation of the Planning Code, and no release, modification or elimination of these restrictions shall be valid unless notice thereof is recorded on the Land Records by the Zoning Administrator of the City and County of San Francisco.

Dated: 17 March 2014 at San Francisco, California.

  
(Owner's Signature) Kimberley L. Sneed

\_\_\_\_\_  
(Agent's Signature)

This signature(s) must be acknowledged by a notary public before recordation; add Notary Public Certification and Official Notarial Seal.

**ACKNOWLEDGMENT**

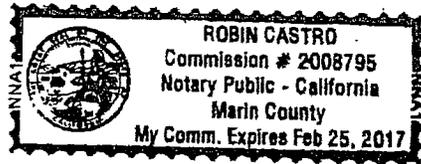
State of California  
County of Marin

On March 17<sup>th</sup>, 2014 before me, Robin Castro, Notary Public  
(insert name and title of the officer)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.



Signature Robin Castro (Seal)

**NOTICE OF SPECIAL RESTRICTIONS UNDER THE PLANNING CODE**

intensified, extended or moved to another location, unless the result will be the elimination of the non-conforming use with exceptions outlined under Section 181(b) of the Code.

- 2. That the remaining three dwelling units shall remain legal and conforming, subject to all of the restrictions of the Code, and any other applicable City Codes. In case of conflict, the more restrictive City Code shall apply.
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- 4. The property owner(s) shall record a copy of these conditions with the Office of the Recorder of the City and County of San Francisco as part of the property records for the block and lot identified above.

The use of said property contrary to these special restrictions shall constitute a violation of the Planning Code, and no release, modification or elimination of these restrictions shall be valid unless notice thereof is recorded on the Land Records by the Zoning Administrator of the City and County of San Francisco.

Dated: 3/27/14 at San Francisco, California.

A-Malek [Signature]  
 Owner (Owner's Signature)  
 Akram Tavana Malek N/A Shabnam Malek  
 (Agent's Signature)

This signature(s) must be acknowledged by a notary public before recordation; add Notary Public Certification and Official Notarial Seal.

**ACKNOWLEDGMENT**

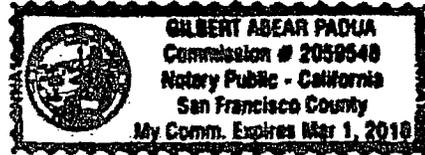
State of California  
County of SAN FRANCISCO

On MARCH 27, 2014 before me, GILBERT ABEAR PADUA, NOTARY  
(insert name and title of the officer)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.



Signature  (Seal)



**ACKNOWLEDGMENT**

State of California  
County of San Francisco

On April 10, 2014 before me, Phil Smith, Notary Public  
(insert name and title of the officer)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.



Signature Phil Smith (Seal)





---

**CERTIFICATE OF REDEMPTIONS OFFICER  
SHOWING TAXES AND ASSESSMENTS PAID.**

I, David Augustine, Tax Collector of the City and County San Francisco, State of California, do hereby certify, pursuant to the provisions of California Government Code Section 66492 et. seq., that according to the records of my office, there are no liens against the subdivision designated on the map entitled:

**Block No. 1258 Lot No. 019**

**Address: 135 BUENA VISTA EAST AVE**

for unpaid City & County property taxes or special assessments collected as taxes, except taxes or assessments not yet payable.

A handwritten signature in black ink, appearing to read "David Augustine".

David Augustine, Tax Collector

The above certificate pertains to taxes and special assessments collected as taxes for the period prior to this current tax year.

Dated this 12<sup>th</sup> day of June 2015. This certificate is valid for the earlier of 60 days from this date or December 31, 2015. If this certificate is no longer valid please contact the Office of Treasurer and Tax Collector to obtain another certificate.

**OWNERS' STATEMENT:**

WE HEREBY STATE THAT WE ARE THE ONLY OWNERS OF THE REAL PROPERTY SUBDIVIDED AND SHOWN ON THIS MAP, AND DO HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP ENTITLED "FINAL MAP 8005," IN WITNESS WHEREOF, WE, THE UNDERSIGNED, HAVE CAUSED THIS STATEMENT TO BE EXECUTED.

OWNER  
Gavin McGrane  
GAVIN MCGRANE

OWNER  
John D. Gibbon  
JOHN D. GIBBON

OWNER  
Shabnam Malek  
SHABNAM MALEK

OWNER  
Akram Malek  
AKRAM MALEK

TRUSTEE OF THE TRUST  
Terrence A. Higgins  
TERRENCE A. HIGGINS

TRUSTEE OF THE TRUST  
Junette K. Higgins  
JUNETTE K. HIGGINS

TRUSTEE OF THE TRUST  
Kimberly L. Sneed  
KIMBERLY L. SNEAD

TRUSTEE/BENEFICIARY

SIGNED Spring Bank & Trust  
PRINTED NAME Spring Bank & Trust TITLE & COMPANY

**SURVEYOR'S STATEMENT:**

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION, AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF KIMBERLY SNEAD IN NOVEMBER OF 2013. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.



DATE: MARCH 11, 2015  
Richard L. Langford  
RICHARD L. LANGFORD, P.L.S. 6895  
LICENSE EXPIRATION DATE: JUNE 30, 2015

**CITY AND COUNTY SURVEYOR'S STATEMENT:**

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATION THEREOF THAT ALL PROVISIONS OF THE CALIFORNIA SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF THE APPROVAL OF THE TENTATIVE MAP, IF ANY, HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.



BRUCE R. STORRS, CITY AND COUNTY SURVEYOR  
CITY AND COUNTY OF SAN FRANCISCO  
DATE: MAY 21, 2015  
Bruce R. Storrs  
BRUCE R. STORRS, PLS 6914

**RECORDER'S STATEMENT:**

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_ AT \_\_\_\_\_ IN BOOK \_\_\_\_\_ OF \_\_\_\_\_ CONDOMINIUM MAPS, AT PAGES \_\_\_\_\_ AT THE REQUEST OF RICHARD L. LANGFORD, P.L.S.

SIGNED: \_\_\_\_\_  
COUNTY RECORDER  
CITY AND COUNTY OF SAN FRANCISCO  
STATE OF CALIFORNIA

**BOARD OF SUPERVISORS' APPROVAL:**

ON \_\_\_\_\_ 20\_\_\_\_ THE BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, APPROVED AND PASSED MOTION NO. \_\_\_\_\_ A COPY OF WHICH IS ON FILE IN THE OFFICE OF THE BOARD OF SUPERVISORS IN FILE NO. \_\_\_\_\_

**TAX STATEMENT:**

I, ANGELA CALVILLO, CLERK OF THE BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DO HEREBY STATE THAT THE SUBDIVIDER HAS FILED A STATEMENT FROM THE TREASURER AND TAX COLLECTOR OF THE CITY AND COUNTY OF SAN FRANCISCO, SHOWING THAT ACCORDING TO THE RECORDS OF HIS OR HER OFFICE THERE ARE NO LIENS AGAINST THIS SUBDIVISION OR ANY PART THEREOF FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES.

DATED \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

CLERK OF THE BOARD OF SUPERVISORS  
CITY AND COUNTY OF SAN FRANCISCO  
STATE OF CALIFORNIA

**CLERK'S STATEMENT:**

I, ANGELA CALVILLO, CLERK OF THE BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DO HEREBY STATE THAT SAID BOARD OF SUPERVISORS BY ITS MOTION NO. \_\_\_\_\_ ADOPTED

20\_\_\_\_ APPROVED THIS MAP ENTITLED "FINAL MAP 8005" IN TESTIMONY WHEREOF, I HAVE HERETO SIGNED MY HAND AND CAUSED THE SEAL OF THE OFFICE TO BE AFFIXED.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
CLERK OF THE BOARD OF SUPERVISORS  
CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA

**APPROVED AS TO FORM:**

DENNIS J. HERRERA, CITY ATTORNEY  
BY: \_\_\_\_\_  
DEPUTY CITY ATTORNEY  
CITY AND COUNTY OF SAN FRANCISCO

**APPROVALS:**

THIS MAP IS APPROVED THIS 10<sup>th</sup> DAY OF MAY, 2015.

BY ORDER NO. 183614  
BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
MORAMMED NURU  
DIRECTOR OF PUBLIC WORKS AND ADVISORY AGENCY  
CITY AND COUNTY OF SAN FRANCISCO  
STATE OF CALIFORNIA

**FINAL MAP 8005**

A FIVE UNIT RESIDENTIAL CONDOMINIUM PROJECT  
BEING A SUBDIVISION OF THE REAL PROPERTY DESCRIBED IN THE DEED  
RECORDED DECEMBER 22, 2008, AS DOCUMENT 2008-1895456-00  
IN THE OFFICIAL RECORDS OF THE  
CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA

FEBRUARY 2015

LANGFORD LAND SURVEYING  
424 PRESTON COURT  
LIVERMORE, CA 94551  
PHONE (925) 530-5200  
JOB #13-3128 DRAWING-3128B(1)DWG

SHEET  
1 OF 3

ASSESSOR'S BLOCK 1256, LOT 019, 135 BUENA VISTA AVENUE EAST

1456

A NOTARY PUBLIC OR OTHER OFFICER, COMPLETING THIS CERTIFICATE, VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

**OWNER'S ACKNOWLEDGMENT:**

STATE OF California  
COUNTY OF San Francisco  
ON 1/14/2015  
BEFORE ME, David W. Reed, NOTARY PUBLIC,  
PERSONALLY APPEARED DAMN MCCRAE  
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE  
PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT  
AND ACKNOWLEDGED TO ME THAT HE/SHE/they EXECUTED THE SAME IN  
HIS/HER/their AUTHORIZED CAPACITIE(S), AND THAT BY HIS/HER/their  
SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON  
BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE  
OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.  
WITNESS MY HAND  
SIGNATURE [Signature]  
PRINTED NAME David W. Reed  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE  
PRINCIPAL COUNTY OF BUSINESS San Francisco  
COMMISSION EXPIRES January 15, 2018  
COMMISSION NUMBER 2255035 (SEAL OPTIONAL IF COMPLETED)

A NOTARY PUBLIC OR OTHER OFFICER, COMPLETING THIS CERTIFICATE, VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

**OWNER'S ACKNOWLEDGMENT:**

STATE OF California  
COUNTY OF San Francisco  
ON 1/13/2015  
BEFORE ME, David W. Reed, NOTARY PUBLIC,  
PERSONALLY APPEARED JOHN D. GRIBBON  
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE  
PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT  
AND ACKNOWLEDGED TO ME THAT HE/SHE/they EXECUTED THE SAME IN  
HIS/HER/their AUTHORIZED CAPACITIE(S), AND THAT BY HIS/HER/their  
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WITNESS MY HAND  
SIGNATURE [Signature]  
PRINTED NAME David W. Reed  
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PRINCIPAL COUNTY OF BUSINESS San Francisco  
COMMISSION EXPIRES January 15, 2018  
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**OWNER'S ACKNOWLEDGMENT:**

STATE OF California  
COUNTY OF Alameda  
ON 01/14/2015  
BEFORE ME, Luiz E. Gonzalez, NOTARY PUBLIC,  
PERSONALLY APPEARED SHARNAM MALEK  
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE  
PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT  
AND ACKNOWLEDGED TO ME THAT HE/SHE/they EXECUTED THE SAME IN  
HIS/HER/their AUTHORIZED CAPACITIE(S), 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.

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OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.  
WITNESS MY HAND  
SIGNATURE [Signature]  
PRINTED NAME Luiz E. Gonzalez  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE  
PRINCIPAL COUNTY OF BUSINESS Alameda  
COMMISSION EXPIRES 10/15/2018  
COMMISSION NUMBER 2281924 (SEAL OPTIONAL IF COMPLETED)

A NOTARY PUBLIC OR OTHER OFFICER, COMPLETING THIS CERTIFICATE, VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

**OWNER'S ACKNOWLEDGMENT:**

STATE OF California  
COUNTY OF Alameda  
ON 1/14/2015  
BEFORE ME, Luiz E. Gonzalez, NOTARY PUBLIC,  
PERSONALLY APPEARED AGRAM MALEK  
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE  
PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT  
AND ACKNOWLEDGED TO ME THAT HE/SHE/they EXECUTED THE SAME IN  
HIS/HER/their AUTHORIZED CAPACITIE(S), AND THAT BY HIS/HER/their  
SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON  
BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE  
OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.  
WITNESS MY HAND  
SIGNATURE [Signature]  
PRINTED NAME Luiz E. Gonzalez  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE  
PRINCIPAL COUNTY OF BUSINESS Alameda  
COMMISSION EXPIRES 10/15/2018  
COMMISSION NUMBER 2281924 (SEAL OPTIONAL IF COMPLETED)

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**OWNER'S ACKNOWLEDGMENT:**

STATE OF California  
COUNTY OF San Francisco  
ON 1/14/2015  
BEFORE ME, David W. Reed, NOTARY PUBLIC,  
PERSONALLY APPEARED TERRENCE A. HIGGINS  
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE  
PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT  
AND ACKNOWLEDGED TO ME THAT HE/SHE/they EXECUTED THE SAME IN  
HIS/HER/their AUTHORIZED CAPACITIE(S), AND THAT BY HIS/HER/their  
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OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.  
WITNESS MY HAND  
SIGNATURE [Signature]  
PRINTED NAME David W. Reed  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE  
PRINCIPAL COUNTY OF BUSINESS San Francisco  
COMMISSION EXPIRES January 15, 2018  
COMMISSION NUMBER 2255035 (SEAL OPTIONAL IF COMPLETED)

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**OWNER'S ACKNOWLEDGMENT:**

STATE OF California  
COUNTY OF San Francisco  
ON 1/14/2015  
BEFORE ME, David W. Reed, NOTARY PUBLIC,  
PERSONALLY APPEARED JANETTE K. HIGGINS  
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE  
PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT  
AND ACKNOWLEDGED TO ME THAT HE/SHE/they EXECUTED THE SAME IN  
HIS/HER/their AUTHORIZED CAPACITIE(S), AND THAT BY HIS/HER/their  
SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON  
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WITNESS MY HAND  
SIGNATURE [Signature]  
PRINTED NAME David W. Reed  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE  
PRINCIPAL COUNTY OF BUSINESS San Francisco  
COMMISSION EXPIRES January 15, 2018  
COMMISSION NUMBER 2255035 (SEAL OPTIONAL IF COMPLETED)

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**OWNER'S ACKNOWLEDGMENT:**

STATE OF California  
COUNTY OF San Francisco  
ON 1/20/2015  
BEFORE ME, David W. Reed, NOTARY PUBLIC,  
PERSONALLY APPEARED KIMBERLY L. SNEAD  
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE  
PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT  
AND ACKNOWLEDGED TO ME THAT HE/SHE/they EXECUTED THE SAME IN  
HIS/HER/their AUTHORIZED CAPACITIE(S), AND THAT BY HIS/HER/their  
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WITNESS MY HAND  
SIGNATURE [Signature]  
PRINTED NAME David W. Reed  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE  
PRINCIPAL COUNTY OF BUSINESS San Francisco  
COMMISSION EXPIRES January 15, 2018  
COMMISSION NUMBER 2255035 (SEAL OPTIONAL IF COMPLETED)

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**TRUSTEE/BENEFICIARY'S ACKNOWLEDGMENT:**

STATE OF CALIFORNIA  
COUNTY OF San Francisco  
ON 1/14/2015  
BEFORE ME, NICK DEMOPOLIS, NOTARY PUBLIC,  
PERSONALLY APPEARED STEPHEN ADAMS

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE  
PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT  
AND ACKNOWLEDGED TO ME THAT HE/SHE/they EXECUTED THE SAME IN  
HIS/HER/their AUTHORIZED CAPACITIE(S), AND THAT BY HIS/HER/their  
SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON  
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OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.  
WITNESS MY HAND  
SIGNATURE [Signature]  
PRINTED NAME NICK DEMOPOLIS  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE  
PRINCIPAL COUNTY OF BUSINESS San Francisco  
COMMISSION EXPIRES 08/27/2017  
COMMISSION NUMBER 2047197 (SEAL OPTIONAL IF COMPLETED)

**FINAL MAP 8005**

A FIVE UNIT RESIDENTIAL CONDOMINIUM PROJECT  
BEING A SUBDIVISION OF THE REAL PROPERTY DESCRIBED IN THE DEED  
RECORDED DECEMBER 22, 2009 AS DOCUMENT 2009-1695450-00  
IN THE OFFICIAL RECORDS OF THE  
CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA

FEBRUARY 2015  
LANGFORD LAND SURVEYING  
424 PRESTON COURT  
LIVERMORE, CA 94551  
PHONE (925) 630-8200  
OFFICE FAX (925) 630-8200

SHEET  
2 OF 3

ASSESSOR'S BLOCK 1256 LOT 019 135 BUENA VISTA AVENUE EAST

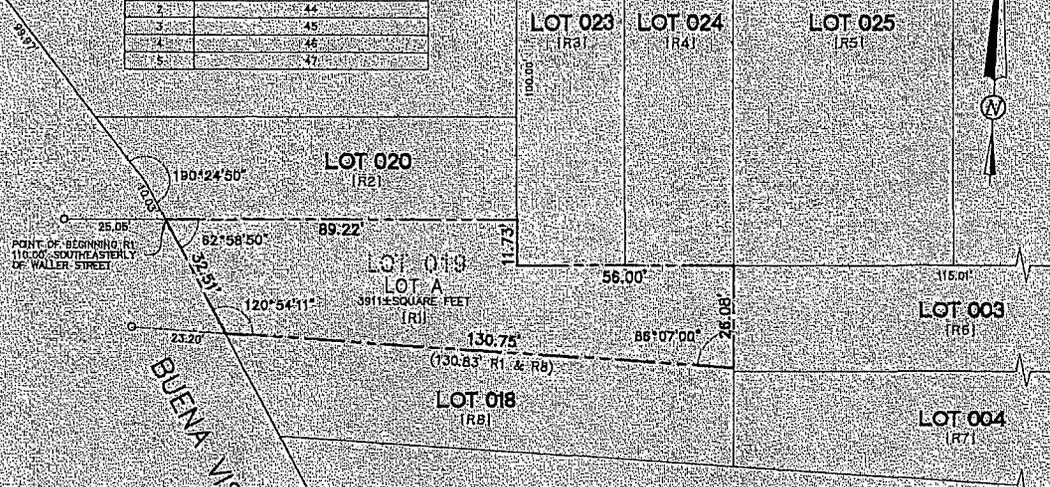
1457

WALLER STREET (68.75' WIDE)

MONUMENT LINE AS SHOWN ON 1438  
564.67' BLOCK CORNER TO MONUMENT LINE

NOTE: THE PROPOSED ASSessor PARCEL NUMBERS SHOWN HEREON ARE FOR INFORMATIONAL USE ONLY AND SHOULD NOT BE RELIED UPON FOR ANY OTHER PURPOSE.

UNIT NO.	PROPOSED ASSessor PARCEL NUMBER
1	43
2	44
3	45
4	46
5	47



NOTES:

1. ALL DISTANCES ARE MEASURED IN FEET AND DECIMAL FEET.
2. ALL ANGLES ARE IN DEGREES UNLESS OTHERWISE NOTED.
3. THE DISTANCES SHOWN FROM MONUMENT LINES TO RIGHT-OF-WAY LINES REPRESENT A BOUNDARY SOLUTION BASED ON THE ANALYSIS OF BOUNDARY EVIDENCE INCLUDING A REVIEW OF DOCUMENTS AND FIELD MEASUREMENTS TO MONUMENTS AND IMPROVEMENTS.
- (C) RECORD/FILED INFORMATION FOUND TO BE IN DISCREPANCY WITH MEASUREMENTS SHOWN HEREON HAVE BEEN VERIFIED BY MEASUREMENTS IN THE FIELD AND ARE NOT FOUND TO BE IN DISCREPANCY WITH RELEVANT RECORD INFORMATION.
- (I) RECORD/FILED INFORMATION SUCH AS STREET WIDTHS, DEED OR MAP INFORMATION SHOWN FOR REFERENCE.

GENERAL NOTES:

- A. THIS MAP IS THE SURVEY MAP PORTION OF A CONDOMINIUM PLAN AS DESCRIBED IN CALIFORNIA CIVIL CODE SECTIONS 4125 AND 4225. THIS CONDOMINIUM PROJECT IS LIMITED TO A MAXIMUM NUMBER OF FIVE (5) UNIT.
- B. ALL EGRESS (ES), EGRESS (ES), PATH(S) OF TRAVEL, FIRE/EMERGENCY EXIT(S), AND EXISTING COMPONENTS (EOT) PATHWAY(S) AND PASSAGEWAY(S), STAIRWAY(S), CORRIDOR(S), ELEVATOR(S), AND COMMON USE ACCESSIBLE FEATURES AND FACILITIES SUBJECT AS RESTRICTIONS THAT THE BUILDING CODE REQUIRES FOR COMMON USE SHALL BE HELD IN COMMON UNDIVIDED INTEREST.
- C. UNLESS SPECIFIED OTHERWISE IN THE GOVERNING DOCUMENTS OF A CONDOMINIUM HOMEOWNERS' ASSOCIATION INCLUDING ITS CONSTITUTION, COVENANTS AND RESTRICTIONS, THE HOMEOWNERS' ASSOCIATION SHALL BE RESPONSIBLE, IN PERPETUITY, FOR THE MAINTENANCE, REPAIR, AND REPLACEMENT OF: (1) ALL GENERAL USE COMPONENTS AND FACILITIES; AND (2) ALL FRONTING SIDEWALKS, ALL PERMITTED OR UNPERMITTED PRIVATE ENCROACHMENTS AND PRIVATELY MAINTAINED STREET TREES FRONTING THE PROPERTY AND ANY OTHER OBLIGATION IMPOSED ON PROPERTY OWNERS FRONTING A PUBLIC HIGHWAY THAT MAY BE LIMITED TO THE PUBLIC BENEFIT OF OTHER APPLICABLE MUNICIPAL CODES.
- D. IN THE EVERY THE AREAS IDENTIFIED IN (C) (1) ARE NOT PROPERLY MAINTAINED, REPAIRED, AND REPLACED ACCORDING TO THE CITY REQUIREMENTS EACH HOMEOWNER SHALL BE RESPONSIBLE TO THE EXTENT OF HIS/HER PROPORTIONATE OBLIGATION TO THE HOMEOWNERS' ASSOCIATION FOR THE MAINTENANCE, REPAIR, AND REPLACEMENT OF THESE AREAS. FAILURE TO UNDERTAKE SUCH MAINTENANCE, REPAIR, AND REPLACEMENT MAY RESULT IN CITY ENFORCEMENT AND ABATEMENT ACTIONS AGAINST THE HOMEOWNERS' ASSOCIATION AND/OR THE INDIVIDUAL HOMEOWNERS WHICH MAY INCLUDE, BUT NOT BE LIMITED TO, IMPOSITION OF A LITIGATION AGAINST THE HOMEOWNER'S PROPERTY.
- E. APPROVAL OF THIS MAP SHALL NOT BE DEEMED APPROVAL OF THE DESIGN, CONSTRUCTION, SIZE, DESIGN OR USE OF ANY STRUCTURE(S) OR AUXILIARY AREAS OF THE PROPERTY ASSOCIATED WITH STRUCTURES, NEW OR EXISTING, WHICH HAVE NOT BEEN REVIEWED OR APPROVED BY APPROPRIATE CITY AGENCIES, NOR SHALL SUCH APPROVAL CONSTITUTE AN WAIVER OF THE SUBDIVISIONS OBLIGATION TO ABIDE BY ANY OUTSTANDING MUNICIPAL CODE VIOLATIONS. ANY STRUCTURES CONSTRUCTED SUBSEQUENT TO APPROVAL OF THIS FINAL MAP SHALL COMPLY WITH ALL RELEVANT MUNICIPAL CODES, INCLUDING BUT NOT LIMITED TO THE PLANNING, HOUSING AND BUILDING CODES IN EFFECT AT THE TIME OF ANY APPLICATION FOR REQUIRED PERMITS.
- F. BAY WINDOWS, FIRE ESCAPES AND OTHER ENCROACHMENTS (IF ANY SHOWN HEREON) THAT EXIST OR THAT MAY BE CONSTRUCTED ONTO OR OVER BUENA VISTA AVENUE EAST ARE FRONTED THROUGH AND ARE SUBJECT TO THE RESTRICTIONS SET FORTH IN THE BUILDING CODE AND PLANNING CODE OF THE CITY AND COUNTY OF SAN FRANCISCO. THIS MAP DOES NOT CONVEY ANY OWNERSHIP INTEREST IN SUCH ENCROACHMENT AREAS TO THE CONDOMINIUM UNIT OWNERS.
- G. ENCROACHMENT FROM/ONTO ADJACENT PROPERTIES THAT MAY EXIST OR MAY BE CONSTRUCTED IS HEREBY ACKNOWLEDGED AND IT SHALL BE THE RESPONSIBILITY SOLELY OF THE PROPERTY OWNERS INVOLVED TO RESOLVE ANY ISSUES THAT MAY ARISE THEREFROM. THIS MAP DOES NOT CONVEY ANY OWNERSHIP INTEREST IN SUCH ENCROACHMENT AREAS TO THE PROPERTY OWNERS.

FINAL MAP 8005

A FIVE UNIT RESIDENTIAL CONDOMINIUM PROJECT  
BEING A SUBDIVISION OF THE REAL PROPERTY DESCRIBED IN THE DEED  
RECORDED DECEMBER 22, 2009 AS DOCUMENT 2009-089450-00  
IN THE OFFICIAL RECORDS OF THE  
CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA  
FEBRUARY 2015

LANGFORD LAND SURVEYING  
1224 PRESTON COURT  
LIVERMORE, CA 94551  
PHONE (925) 530-5200  
WWW.LS-3128.DRAWING-3128@LANGFORD.COM

SHEET  
3 OF 3

ASSessor'S BLOCK 1258  
WESTERN ADDITION BLOCK 521

OFFER OF LIFE TIME LEASE

RECORDED MARCH 12, 2015 AS  
DOCUMENT 2015-K032734-00

AGREEMENT BETWEEN GCSF  
AND PROPERTY OWNERS TO  
PROVIDE LIFE TIME LEASE

RECORDED MAY 15, 2015  
DOCUMENT NUMBER 2015-K040115

GRAPHIC SCALE



LEGEND/REFERENCES

- O.R. = OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA
  - R1 = THAT DEED RECORDED ON DECEMBER 22, 2009 AS O.R. DOCUMENT 2009-189450-00
  - R2 = THAT DEED RECORDED ON AUGUST 24, 2005 AS O.R. DOCUMENT 2005-1019742-00
  - R3 = THAT DEED RECORDED ON FEBRUARY 22, 2013 AS O.R. DOCUMENT 2013-0806174-00
  - R4 = THAT DEED RECORDED ON NOVEMBER 9, 2012 AS O.R. DOCUMENT 2012-1540017-00
  - R5 = THAT DEED RECORDED ON JANUARY 26, 1989 AS O.R. DOCUMENT D750053
  - R6 = THAT DEED RECORDED ON SEPTEMBER 25, 2012 AS O.R. DOCUMENT 2012-1508783-00
  - R7 = THAT DEED RECORDED ON AUGUST 10, 2011 AS O.R. DOCUMENT 2011-0235539-00
  - R8 = THAT DEED RECORDED ON OCTOBER 11, 2012 AS O.R. DOCUMENT 2012-0519461-00
  - M38 = CITY OF SAN FRANCISCO MONUMENT MAP 38 ON FILE IN THE OFFICE OF THE CITY AND COUNTY SURVEYOR
  - SET 374 BRASS TAG INSCRIBED "PLS 6886" ON PROPERTY LINE EXTENDED
- REFER TO THE NOTICE OF SPECIAL RESTRICTIONS RECORDED ON APRIL 23, 2012 AS DOCUMENT NUMBER 2014-0869476-00

1458

ALPINE TERRACE (53' WIDE)

MONUMENT LINE AS SHOWN ON 1438

DIMSADSERO STREET (82.5' WIDE)

CASIRO STREET (76' WIDE)

MARK CORNER CONCRETE RETAINING WALL 2.0' UP

MARK CORNER BRICK COLUMN 1.0' UP #181

MARK CORNER BRICK COLUMN 1.0' UP #181

MARK CORNER BRICK COLUMN 1.0' UP #181



Edwin M. Lee, Mayor  
 Mohammed Nuru, Director  
 Fuad S. Sweiss, PE, PLS,  
 City Engineer & Deputy Director of Engineering

Department of Public Works  
 Bureau of Street-Use & Mapping  
 1155 Market Street, 3<sup>rd</sup> Floor  
 San Francisco, CA 94103

Bruce R. Storrs, City and County Surveyor

## FINAL MAP ROUTING SHEET

Everyone involved in the processing of this Final Map is requested to complete this form so that the department has a written record of the steps taken. Please notify BSM Surveys at 554-5827 or the sender (see below) of any delays or questions.

### MAP

Final Map No. 8005	Date Sent May 22, 2015	Date Due at BOS May 29, 2015
Block/Lot 1258/019	Map Address 135 Buena Vista Avenue East	

### SENDER

Name: Seema Adina	Telephone: 415-584-5818
Address: 1155 Market Street, 3 <sup>rd</sup> Floor	Email: Seema.Adina@sfdpw.org

### ROUTE

Date Received	To	Date Forwarded or Signed
	Frank W. Lee Executive Assist. To Director City Hall, Room 348	5/22/15
	John Malamut / Susan Cleveland-Knowles City Attorney Office Email: <a href="mailto:John.Malamut@sfdpw.org">John.Malamut@sfdpw.org</a> Tel: (415) 554-4622	6/1/15
	Mohammed Nuru Director of Public Works City Hall, Room 348	6/2/15
	Clerk of Board of Supervisors (BOS) City Hall, Room 244 (Submit a copy of this sheet with map.)	6/2/15
	When map is submitted to BOS, please return this original routing sheet to sender.	



