

To: Ms. Pelham, Mr. Bush, Mr. Chiu, Ms. Keslie Stewart

Cc: Ms. Melgar, Ms. Ronen, Mr. Peskin, Mr. Preston

From: Jerry Dratler

Subject: Discrepancies in the Ethics Commission form 700s filed by SF Board of Appeals President Darryl Honda

Date: November 1, 2021

The SF City Attorney and the SF Ethics Commission should conduct a detailed audit of Mr. Darryl Honda's form 700 filings between the calendar years 2014 and 2020.

Mr. Honda did not report his ownership interest in three limited liability corporations correctly on his 700 filings with the SF Ethics Commission. Mr. Honda's economic interest was an indirect economic interest through his membership in the limited liability corporations, and he should have reported his interest on schedule A of form 700.

In 2014 and 2015 Mr. Honda also incorrectly characterized his economic interest as a direct ownership interest of his spouse and incorrectly reported the ownership interests on schedule B of form 700. On October 14, 2021, Mr. Honda filed amended form 700s for the calendar years 2017, 2018 and 2020. The amended form 700's for these three years also appear to be incorrect.

When an individual files a form 700 with the SF Ethics Commission, the filer indicates on the face of the form 700 the schedules they have included with their form 700 filing. Schedule B lists the filer's ownership interest in real property. Darryl Honda's initial form 700 filings for the calendar years 2014-2020 included schedules B and C. Schedule C is income, loans, and business positions. Mr. Honda did not file schedule A's in the period 2014-2016.

Below is the top half of a copy of one page of Mr. Honda's schedule B for the calendar year 2014. On the form B Mr. Honda lists 430 Eddy Street and 519 Ellis Street as valued at over \$1 million each, acquired on 1/15/2014 and owned by his spouse. Mr. Honda reported an ownership interest in 7 different properties on his original form 700 filings.

On October 14, 2021 Mr. Honda filed amended form 700s for 2017, 2018 and 2020. Mr. Honda did not file a schedule B with the three amended form 700 filings. The schedule on page 5 shows six properties that Mr. Honda now claims not to own in 2017, 2018, and 2020.

**SCHEDULE B**  
**Interests in Real Property**  
 (Including Rental Income)

Name

Honda, Darryl

ASSESSOR'S PARCEL NUMBER OR STREET ADDRESS	ASSESSOR'S PARCEL NUMBER OR STREET ADDRESS
430 Eddy Street	519 Ellis Street
CITY	CITY
San Francisco	San Francisco
FAIR MARKET VALUE	FAIR MARKET VALUE
IF APPLICABLE, LIST DATE:	IF APPLICABLE, LIST DATE:
<input type="checkbox"/> \$2,000 - \$10,000	<input type="checkbox"/> \$2,000 - \$10,000
<input type="checkbox"/> \$10,001 - \$100,000	<input type="checkbox"/> \$10,001 - \$100,000
<input type="checkbox"/> \$100,001 - \$1,000,000	<input type="checkbox"/> \$100,001 - \$1,000,000
<input checked="" type="checkbox"/> Over \$1,000,000	<input checked="" type="checkbox"/> Over \$1,000,000
ACQUIRED: 01 / 15 / 14	ACQUIRED: 01 / 15 / 14
DISPOSED: / /	DISPOSED: / /
NATURE OF INTEREST	NATURE OF INTEREST
<input type="checkbox"/> Ownership/Deed of Trust	<input type="checkbox"/> Ownership/Deed of Trust
<input type="checkbox"/> Easement	<input type="checkbox"/> Easement
<input type="checkbox"/> Leasehold	<input type="checkbox"/> Leasehold
<input checked="" type="checkbox"/> Spouse	<input checked="" type="checkbox"/> Spouse
Yes, remaining	Yes, remaining
Other	Other
IF RENTAL PROPERTY, GROSS INCOME RECEIVED	IF RENTAL PROPERTY, GROSS INCOME RECEIVED
<input type="checkbox"/> \$0 - \$499	<input type="checkbox"/> \$0 - \$499
<input type="checkbox"/> \$500 - \$1,000	<input type="checkbox"/> \$500 - \$1,000
<input type="checkbox"/> \$1,001 - \$10,000	<input type="checkbox"/> \$1,001 - \$10,000
<input type="checkbox"/> \$10,001 - \$100,000	<input type="checkbox"/> \$10,001 - \$100,000
<input type="checkbox"/> OVER \$100,000	<input type="checkbox"/> OVER \$100,000
SOURCES OF RENTAL INCOME: If you own a 10% or greater interest, list the name of each tenant that is a single source of income of \$10,000 or more.	SOURCES OF RENTAL INCOME: If you own a 10% or greater interest, list the name of each tenant that is a single source of income of \$10,000 or more.
<input checked="" type="checkbox"/> None	<input checked="" type="checkbox"/> None

Below is a copy of the top half of Mr. Honda's original 2017 schedule B for 430 Eddy Street. His reported ownership interest changes to a 20% partnership interest, and it is unclear if Mr. Honda or his spouse has the ownership interest. Mr. Honda made the same changes in 2017 on his Schedule B for 519 Ellis Street.

▶ ASSESSOR'S PARCEL NUMBER OR STREET ADDRESS

430 Eddy Street

CITY

San Francisco

FAIR MARKET VALUE

IF APPLICABLE, LIST DATE:

\$2,000 - \$10,000

\$10,001 - \$100,000

\$100,001 - \$1,000,000

Over \$1,000,000

\_\_\_\_/\_\_\_\_/\_\_\_\_      \_\_\_\_/\_\_\_\_/\_\_\_\_  
ACQUIRED                  DISPOSED

NATURE OF INTEREST

Ownership/Deed of Trust

Easement

Leasehold \_\_\_\_\_  
  Yrs. remaining

Partnership 20%  
ownership \_\_\_\_\_  
  Other

IF RENTAL PROPERTY, GROSS INCOME RECEIVED

\$0 - \$499

\$500 - \$1,000

\$1,001 - \$10,000

\$10,001 - \$100,000

OVER \$100,000

SOURCES OF RENTAL INCOME: If you own a 10% or greater interest, list the name of each tenant that is a single source of income of \$10,000 or more.

None

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I attached copies of 2014 Statements of Information filed with the California Secretary of State for two limited liability companies, 519 Ellis Street Partners, LLC and 430 Eddy Street Associates, LLC that list Darryl Honda was a member or manager of each LLC. Mr. Honda's spouse is not listed as a member of the two LLCs.

It appears that Mr. Honda has an indirect ownership interest in 519 Ellis Street and 430 Eddy Street through his investment in the two limited liability corporations and should have reported his ownership interest on Schedule A of form 700 and not schedule B.

2121 Mason Street first appears on the original calendar year 2020 form 700 schedule B filed by Mr. Honda. 2121 Mason Street is also owned by 430 Eddy Street Associates LLC. When Mr. Honda amended his 2020 form 700 filing, he ceased to report this ownership interest.

- Darryl Honda is not listed as a member of 430 Eddy Street Associates LLC on the 2020 LLC-12 form filed with the California Secretary of State.

- The only member listed on 430 Eddy Street Associates LLC 2020 form LLC-12 is Eric Wong. The 2014 LLC-2 for 430 Eddy Street Associates, LLC was signed by Eric Wong, Manager of JW Properties Development, LLC. A 2014 JW Properties Development, LLC Statement of information filed with the California Secretary of State lists Eric Wong and William Joe as members.

In the 2014 calendar year form 700 schedule B Mr. Honda filed with the SF Ethics Commission, he reported he had a 50% ownership in 133 Elsie Street through his 50% share in a partnership.

- SF Assessor/Recorder records show an LLC not a partnership owns 133 Elsie Street. On March 31, 2014, J.S.O.D, LLC acquired the property.
- Filings with the California Secretary of State show the manager or member of J. S. O. D, LLC is John Patrick O'Donoghue. **This is the third LLC where Mr. Honda is a member with John Patrick O'Donoghue.**
- Is Mr. Honda a member of a limited liability corporation (J.S. O. D., LLC) and not a partnership?

**A comparison of Mr. Honda's original and amended form 700 schedule B filings**

The first table below lists the 7 properties Darryl Honda filed on his **original form 700 schedules B** for the years 2014-2020. Note Mr. Honda filed his 2015 form 700 in July of 2017 without schedules B and C. Failing to file the schedule B for the calendar year 2015 makes no sense because the same properties are reported in the year earlier (2014) and the following year (2016).

	Year	Year	Year	Year	Year	Year	Year
	2014	2015	2016	2017	2018	2019	2020
	Form 700	Form 700	Form 700	Form 700	Form 700	Form 700	Form 700
<b>Darryl Honda's</b>		<b>filed late- July 20,2017</b>					
<b>Original form 700 filing with Schedules B and C</b>	<b>Schedule B</b>	<b>Schedule B</b>	<b>Schedule B</b>	<b>Schedule B</b>	<b>Schedule B</b>	<b>Schedule B</b>	<b>Schedule B</b>
1 1551-1553 8th Avenue	Reported	No schedule B or C filed	Reported	Reported	Reported	Reported	Reported
2 2035 15th Avenue	Reported	No schedule B or C filed	Reported	Reported	Reported	Reported	Reported
3 133 Elsie Street	Reported	No schedule B or C filed					
4 96 Latona Street	Reported	No schedule B or C filed	Reported	Reported	Reported	Reported	Reported
5 430 Eddy Street	Reported	No schedule B or C filed	Reported	Reported	Reported	Reported	
6 519 Ellis Street	Reported	No schedule B or C filed	Reported	Reported	Reported	Reported	Reported
7 2121 Mason Street							Reported

On October 14, 2021, Darryl Honda filed three amended form 700s for the years 2017, 2018 and 2019. On the amended form 700 filing Mr. Honda did not file schedule Bs.

- All the properties listed in the original fillings for the years 2017, 2018 and 2019 were not reported on the amended form 700 filings. This does not make sense; it is illogical for the properties not to be owned in 2017 and 2018 when they were owned in 2016 and 2019.



	Year	Year	Year	Year	Year	Year	Year
	2014	2015	2016	2017	2018	2019	2020
	Form 700	Form 700	Form 700	Form 700	Form 700	Form 700	Form 700
<u>October 14, 2021 Amended form 700 filing where only the form C was included</u>				Amended filing	Amended filing		Amended filing
1 1551-1553 8th Avenue	On the original schedule B	No schedule B or C filed	On the original schedule B	No schedule B filed	No schedule B filed	On the filed schedule B	No schedule B filed
2 2035 15th Avenue	On the original schedule B	No schedule B or C filed	On the original schedule B	No schedule B filed	No schedule B filed	On the filed schedule B	No schedule B filed
3 133 Elsie Street	On the original schedule B	No schedule B or C filed					
4 96 Latona Street	On the original schedule B	No schedule B or C filed	On the original schedule B	No schedule B filed	No schedule B filed	On the filed schedule B	No schedule B filed
5 430 Eddy Street	On the original schedule B	No schedule B or C filed	On the original schedule B	No schedule B filed	No schedule B filed	On the filed schedule B	
6 519 Ellis Street	On the original schedule B	No schedule B or C filed	On the original schedule B	No schedule B filed	No schedule B filed	On the filed schedule B	No schedule B filed
7 2121 Mason Street							No schedule B filed

An October 19, 2021, Mission Local article reported that in a deposition Darryl Honda stated he recuses himself whenever a project from SIA consulting comes before his commission and that he has been SIA Consulting's realtor for 10 or 11 years. The October 19, 2021, Mission Local article also reported Mr. Honda did not recuse himself from 3 SIA projects heard by the SF Board of Appeals when he was a member, two projects in 2015 and one project in 2017.

I attached copies of building permits for two properties Mr. Honda improperly reported on his form 700s: 430 Eddy Street and 519 Ellis Street. The Eddy Street permit was approved in 2018 and the 519 Ellis Street permit was filed in 2018. The agents for both construction projects are SIA Consulting Corporation and Bahman Ghassemzadeh. Loans made by Bahman Ghassemzadeh's father, Freydon Ghassemzadeh to former SF DBI employees are currently under investigation.

# Welcome to our Permit / Complaint Tracking System!

Below is a list of all agents for the selected

permit, along with their roles on the project.

Permit Number: 201605056698

	Firm Name	Agent Name	Role	From	To
Info	SIA CONSULTING CORPORATION	BAHMAN GHASSEMZADEH	ARCHITECT	5/5/2016	
Info	SIA CONSULTING CORP.	SU YUN JESS ZENG	AUTHORIZED AGENT-OTHERS	5/5/2016	
1					

# Welcome to our Permit / Complaint Tracking System!

## Permit Details Report

**Report Date:** 5/14/2020 11:08:23 AM

Application Number: 201605056698

Form Number: 1

Address(es): 0334/008 /0 430 EDDY ST

Description: TO ERRECT 8 STORIES, 1 BASEMENT, TYPE I-A, 23 UNITS RESIDENTIAL CONDO WITH COMMERCIAL, MIXED USE BUILDING. (R-2,M)

Cost: \$5,500,000.00

Occupancy Code: R-2,M

Building Use: 24 - APARTMENTS

## Disposition / Stage:

Action Date	Stage	Comments
5/5/2016	TRIAGE	
5/5/2016	FILING	
5/5/2016	FILED	
4/12/2018	APPROVED	

## Contact Details:

## Contractor Details:

## Addenda Details:

### Description:SITE.

Step	Station	Arrive	Start	In Hold	Out Hold	Finish	Checked By	Phone	Hold Description
1	CPB	5/5/16	5/5/16			5/5/16	CHAN AMARIS	415-558-6070	
2	CP-ZOC	5/5/16	5/25/16			5/27/16	CHANG TINA	415-558-6377	Approved: the new construction of an eight-story, approximately 80-foot tall, 19,900 gross square foot, mixed-use building containing 23 dwelling units, 930 square feet of retail space and 2,600 square feet of private and common open space in the form of a rear yard, common courtyard at the proposed second level, common roof deck and private balconies on the proposed eight floor. All 23 dwelling units contain one bedroom and are less than 500 square feet in size, therefore counting as only of a dwelling unit for the purposes of residential density calculation, per Planning Code Section 209.3.
3	BLDG	5/31/16	6/8/16	6/15/16	5/18/17	5/18/17	KWOK STEPHEN	415-558-6133	
4	SFFD	6/15/16	9/13/16	10/26/16	4/7/17	4/7/17	CHIN JEFF	415-558-6177	APPROVED, Non High-Rise, No Fire Pump. Fire Alarm, Sprinklers, Standpipes and underground on separate permits. Comply with CFC Chapter 33 and 35 for Fire Safety during construction. JJC
5	DPW-BSM	11/7/16	11/14/16			11/14/16	CHOY CLINTON	415-558-6060	Approved SITE Permit only. 11/14/16: ADDENDA requirement(s) for sign off: Street Improvement (remove existing curb cut) Minor Sidewalk Encroachment (ADA level landing) and Urban Forestry (new tree). All sidewalk application(s) and/or plans MUST be applied IN-PERSON for intake at 1155 Market St, 3rd Floor. Download sidewalk application(s) at <a href="http://www.sfpublishworks.org/services/permits/application-forms">http://www.sfpublishworks.org/services/permits/application-forms</a> . Only new trees can be applied ONLINE and UPLOAD plans through <a href="http://bsm.sfdpw.org/buftrees2/treeplanting.aspx">http://bsm.sfdpw.org/buftrees2/treeplanting.aspx</a> . Your construction addenda will be ON-HOLD until all necessary BSM permit(s) are completed or BSM plan checker(s) could recommend sign off to the satellite office via email. Please call (415) 554-5810 for permit application information. -CC
6	SFPUC	11/14/16	12/8/16			12/8/16	TOM BILL	415-575-6941	Reviewed & assessed for capacity charges. DBI will collect charges. See invoice and meter upgrade letter attached to application. Route submittal to PPC 12/8/16.
7	DFCU	5/26/17	5/26/17	1/12/18		3/26/18	BLACKSHEAR JOHN		3/26/18: First Source Hiring has been executed. DFCU signed off. 1/12/18: As of today, the First Source Hiring Agreement has not been executed. The project sponsor may request an impact fee report from John Blackshear at <a href="mailto:john.blackshear@sfgov.org">john.blackshear@sfgov.org</a> 5/26/17: Planning has entered impact fees (~\$108,000) on this project. The DFCU has prepared them for collection at the issuance of addenda #1. The project sponsor needs to contact the Office of Economic and Workforce Development (OEWD) to start and execute the First Source Hiring MOU. The contact is Joyce Wong (415) 701-4891 <a href="mailto:joyce.s.wong@sfgov.org">joyce.s.wong@sfgov.org</a> The DFCU will not sign off until the OEWD informs the DFCU that the MOU has been executed.
8	PPC	3/26/18	3/26/18			3/26/18	USER GSA	415-558-6133	3/26/18: To CPB; HP 5/1/17: to SFFD to sign off application; EC. 5/1/17: In hold bin; EC. 3/9/17: to SFFD for recheck; EC. 12/8/16: to Hold ; TH. 11/14/16: to PUC; snt. 11/7/16: to BSM ; TH. 6/15/16: to SFFD; TH.
9	CPB	3/26/18	4/12/18				SECONDEZ GRACE	415-558-6070	5/6/20: applicant paid for 2nd extension, new cancel date 4/30/22. gs 5/6/20: emailed Ext fee invoice, need Owner Builder form or Contractor's Statement. gs 05/01/2020: Notice of Cancellation Letter Sent. Cancel Date: 5/10/2020 (If issue on prior to 5/10/2020 no extension fee.) 2nd extension fee: \$5,496.20 mw 6/13/18: 28 PAGES. AMARIS. 05/15/18: Extension Paid. New Cancel Date: 05/10/2020.ay 05/03/18: Notice of Cancellation Letter Sent. Cancel Date: 05/21/18 (If issue on or prior to 05/21/18 no extension fee.) 1st extension fee: \$5,496.20.ay 4/12/18:SFUSD POSTED, NEED CONTRACTOR'S INFO. APPROVED BY NG

**Appointments:**

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

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

Addenda No.	Completed Date	Inspected By	Inspection Code	Description	Remarks
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**Welcome to our Permit / Complaint Tracking System!**

Below is a list of all agents for the selected permit, along with their roles on the project.

Permit Number: 201806081421

	Firm Name	Agent Name	Role	From	To
<a href="#">Info</a>	SIA CONSULTING	SALLY SZETO	AUTHORIZED AGENT-OTHERS	6/13/2018	
<a href="#">Info</a>	OWNER	OWNER OWNER	CONTRACTOR	6/13/2018	
<a href="#">Info</a>		BAHMAN GHASSEMZADEH	ENGINEER	6/13/2018	

**Welcome to our Permit / Complaint Tracking System!**

**Permit Details Report**

Report Date: 10/26/2021 7:59:37 AM

Application Number: 201806081421

Form Number: 1

Address(es): 0334 /028 /1 519 ELLIS ST

Description: TO ERECT 8 STORIES, 1 BASEMENT, TYPE I-B, 21 UNITS RESIDENTIAL WITH MIX USE BLDG. (R-2,M)

Cost: \$5,800,000.00

Occupancy Code: R-2,M

Building Use: 24 - APARTMENTS

**Disposition / Stage:**

Action Date	Stage	Comments
6/8/2018	TRIAGE	

6/8/2018	FILING	
6/8/2018	FILED	

**Contact Details:**

**Contractor Details:**

License Number: OWN  
Name: OWNER OWNER  
Company Name: OWNER  
Address: OWNER \* OWNER CA 00000-0000  
Phone:

**Addenda Details:**

**Description:SITE.**

Step	Station	Arrive	Start	In Hold	Out Hold	Finish	Checked By	Phone	Hold Description
1	CPB	6/13/18	6/13/18			6/13/18	CHAN AMARIS	628-652-3240	25 PAGES.
2	CP-ZOC	6/13/18	6/20/18			6/20/18	FOSTER NICHOLAS	628-652-7300	Approved BPA for (N) construction of 8-story-over-basement building with 21 Dwelling Units and ground-floor retail; project approved under Motion No. 19928 (Case No. 2014.0506).
3	BLDG	6/20/18	7/13/18	8/13/18		8/22/18	FINNEGAN JOHN	628-652-3780	Approved Site Plan
4	SFFD	8/13/18	1/25/19	1/25/19	3/27/19	3/27/19	STUMPP FRED	628-652-3472	1/25/19 - Comments issued to Amir Afifi of SIA Constulting via e-mail. reassigned to Stumpp 1/2/19 RP
5	DPW-BSM	3/27/19	3/29/19			3/29/19	CHOY CLINTON	628-271-2000	Approved SITE Permit only. 3/29/19: ADDENDUM requirement(s) for sign off: Street Improvement (remove curb cut) and Bureau of Urban Forestry (tree planting). Download sidewalk application(s) at <a href="http://www.sfpublishworks.org/services/permits/application-forms">http://www.sfpublishworks.org/services/permits/application-forms</a> and submit them at 1155 Market, 3rd Floor. Only new trees can be applied ONLINE and UPLOAD plans through <a href="http://bsm.sfdpw.org/buftrees2/treeplanting.aspx">http://bsm.sfdpw.org/buftrees2/treeplanting.aspx</a> . Your construction addendum will be ON-HOLD until all necessary permit(s) are approved or the assigned BSM plan checker(s) and BUF may recommend sign off to the satellite office via email. Please call the main office at (415) 554-5810 or view <a href="http://www.sfpublishworks.org/informationalbrochures">http://www.sfpublishworks.org/informationalbrochures</a> for permit application information. -CC
6	SFPUC	4/1/19	5/23/19	5/23/19	5/24/19	5/24/19	TOM BILL	628-652-6040	RELEASED HOLD - 5/24/19. Letter received. ON HOLD until the owner sends a memo to confirm that sub meters will be installed for the residential units to Bill Tom, <a href="mailto:btom@sfgwater.org">btom@sfgwater.org</a> Reviewed & assessed for capacity charges. DBI will collect charges. See invoice and meter upgrade letter attached to application. Return submittal to PPC 5/23/19. 5/3/19 - Sent request to SIA for more INFO.
7	DFCU	11/20/18	11/20/18	11/20/18			BLACKSHEAR JOHN		11/20/18: This project is subject to a First Source Hiring Agreement and shall contact Joyce Wong at the Office of Economic and Workforce Development to complete this MOU. Joyce Wong can be reached at (415) 701-4891 and <a href="mailto:joyce.s.wong@sfgov.org">joyce.s.wong@sfgov.org</a> . The DFCU cannot sign off until this is complete. Planning entered a Child Care and Transit impact development fee on this project. This fee will be collected by the CPB at the issuance of addenda #1. If not paid before 1/1/18, Planning will index these by

									6%. The project sponsor may request an impact fee report from John Blackshear at john.blackshear@sfgov.org. An impact report has been sent to the owner via certified mail 11/20/18.
8	CP-ZOC	5/24/19	6/10/19	6/10/19			FOSTER NICHOLAS	628-652-7300	6/10/19: Recorded NSRs required prior to approval; 6/20/18: Route back to Planning for BMR designation verification.
9	PPC						MAN ALICIA	628-652-3780	5/24/19: to DCP; am 5/23/19: to HOLD bin pending PUC approval (then to DCP); am 4/1/19: to PUC; cp 3/27/19: To BSM; HP 8/13/18: to SFFD; am 6/20/18: To BLDG; HP 6/13/18: To DCP; HP
10	CPB							628-652-3240	

**Appointments:**

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

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

Addenda No.	Completed Date	Inspected By	Inspection Code	Description	Remarks
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For information, or to schedule an inspection, call 628-652-3400 between 8:30 am and 3:00 pm.



**State of California  
Secretary of State**

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ABM

**STATEMENT OF INFORMATION  
(Limited Liability Company)**

Filing Fee \$20.00. If this is an amendment, see instructions.

**IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM**

**FILED**  
Secretary of State  
State of California  
**MAY 02 2014**

**1. LIMITED LIABILITY COMPANY NAME**

519 Ellis St. Partners, LLC

DUE: JUN 17 2014

2/1/20/PC

This Space For Filing Use Only

**File Number and State or Place of Organization**

2. SECRETARY OF STATE FILE NUMBER **201407710185**

3. STATE OR PLACE OF ORGANIZATION (If formed outside of California)  
California

**No Change Statement**

4. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no Statement of Information has been previously filed, this form must be completed in its entirety.

If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 15.

**Complete Addresses for the Following** (Do not abbreviate the name of the city. Items 5 and 7 cannot be P.O. Boxes.)

5. STREET ADDRESS OF PRINCIPAL OFFICE	CITY	STATE	ZIP CODE
755 Victoria Street	San Francisco	CA	94127

6. MAILING ADDRESS OF LLC, IF DIFFERENT THAN ITEM 5	CITY	STATE	ZIP CODE

7. STREET ADDRESS OF CALIFORNIA OFFICE	CITY	STATE	ZIP CODE
755 Victoria Street	San Francisco	CA	94127

**Name and Complete Address of the Chief Executive Officer, if Any**

8. NAME	ADDRESS	CITY	STATE	ZIP CODE

**Name and Complete Address of Any Manager or Managers, or if None Have Been Appointed or Elected, Provide the Name and Address of Each Member** (Attach additional pages, if necessary.)

9. NAME	ADDRESS	CITY	STATE	ZIP CODE
John O'Donohue	755 Victoria Street	San Francisco, CA		94127

10. NAME	ADDRESS	CITY	STATE	ZIP CODE
JM Properties Development, LLC	2028 S. El Camino Real, Suite B	San Mateo, CA		94403

11. NAME	ADDRESS	CITY	STATE	ZIP CODE
Darryl Honda	2035 15th Avenue	San Francisco, CA		94116

**Agent for Service of Process** If the agent is an individual, the agent must reside in California and Item 13 must be completed with a California address, a P.O. Box is not acceptable. If the agent is a corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 13 must be left blank.

12. NAME OF AGENT FOR SERVICE OF PROCESS  
John O'Donohue

13. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL	CITY	STATE	ZIP CODE
755 Victoria Street	San Francisco	CA	94127

**Type of Business**

14. DESCRIBE THE TYPE OF BUSINESS OF THE LIMITED LIABILITY COMPANY  
Real estate development

15. THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

04/30/2014	John O'Donohue	Manager	
DATE	TYPE OR PRINT NAME OF PERSON COMPLETING THE FORM	TITLE	SIGNATURE

LLC-12 (REV 01/2014)

APPROVED BY SECRETARY OF STATE





State of California  
Secretary of State

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STATEMENT OF INFORMATION  
(Limited Liability Company)

ASW

Filing Fee \$20.00. If this is an amendment, see instructions.

IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

FILED  
Secretary of State  
State of California  
MAY 02 2014

1. LIMITED LIABILITY COMPANY NAME

430 Eddy St. Associates, LLC

DUE: JUN 17 2014

2/20/PC

This Space For Filing Use Only

File Number and State or Place of Organization

2. SECRETARY OF STATE FILE NUMBER

201407710180

3. STATE OR PLACE OF ORGANIZATION (If formed outside of California)

California

No Change Statement

4. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no Statement of information has been previously filed, this form must be completed in its entirety.

If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 15.

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 5 and 7 cannot be P.O. Boxes.)

5. STREET ADDRESS OF PRINCIPAL OFFICE

2028 S. El Camino Real, Suite B

CITY

San Mateo

STATE

CA

ZIP CODE

94403

6. MAILING ADDRESS OF LLC, IF DIFFERENT THAN ITEM 5

CITY

STATE

ZIP CODE

7. STREET ADDRESS OF CALIFORNIA OFFICE

2028 S. El Camino Real, Suite B

CITY

San Mateo

STATE

CA

ZIP CODE

94403

Name and Complete Address of the Chief Executive Officer, If Any

8. NAME

ADDRESS

CITY

STATE

ZIP CODE

Name and Complete Address of Any Manager or Managers, or if None Have Been Appointed or Elected, Provide the Name and Address of Each Member (Attach additional pages, if necessary.)

9. NAME

John O'Donohue

ADDRESS

755 Victoria Street

CITY

San Francisco, CA

STATE

ZIP CODE

94127

10. NAME

JW Properties Development, LLC

ADDRESS

2028 S. El Camino Real, Suite B

CITY

San Mateo, CA

STATE

ZIP CODE

94403

11. NAME

Darryl Honda

ADDRESS

2035 15th Avenue

CITY

San Francisco, CA

STATE

ZIP CODE

94116

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 13 must be completed with a California address, a P.O. Box is not acceptable. If the agent is a corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 13 must be left blank.

12. NAME OF AGENT FOR SERVICE OF PROCESS

Eric Wong

13. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL

2028 S. El Camino Real, Suite B

CITY

San Mateo

STATE

CA

ZIP CODE

94403

Type of Business

14. DESCRIBE THE TYPE OF BUSINESS OF THE LIMITED LIABILITY COMPANY

Real estate development

15. THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

04/30/2014

Eric Wong

Manager

DATE

TYPE OR PRINT NAME OF PERSON COMPLETING THE FORM

TITLE

SIGNATURE

LLC-12 (REV 01/2014)

APPROVED BY SECRETARY OF STATE



**LLC-2**      **Amendment to Articles of Organization of a Limited Liability Company (LLC)**

To change information of record for your California LLC, you can fill out this form, and submit for filing along with:

- A \$30 filing fee.
- A separate, non-refundable \$15 service fee also must be included, if you drop off the completed form.
- To file this form, the status of your LLC must be active on the records of the California Secretary of State, or if suspended, this form can only be filed to list a new LLC name. To check the status of the LLC, go to

**Important!** To change the LLC addresses, or to change the name or address of the LLC's agent for service of process, you must file a Statement of Information (Form LLC-12). To get Form LLC-12, go to

Items 4-6: Only fill out the information that is changing. Attach extra pages if you need more space or need to include any other matters.

For questions about this form, go to .

**FILED** *24/1/2014*  
**Secretary of State**  
**State of California**  
**APR 17 2014**

*2LL* This Space For Office Use Only

① **LLC's Exact Name** (on file with CA Secretary of State)  
 519 Eddy St. Associates, LLC

② **LLC File No.** (issued by CA Secretary of State)  
 201407710180

**Purpose**

③ The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the California Revised Uniform Limited Liability Company Act.

**New LLC Name** (List the proposed LLC name exactly as it is to appear on the records of the California Secretary of State.)

④ **430 Eddy St. Associates, LLC**

*Proposed LLC Name*

The proposed new name must include: LLC, L.L.C., Limited Liability Company, Limited Liability Co., Ltd. Liability Co. or Ltd. Liability Company; and may not include: bank, trust, trustee, incorporated, inc., corporation, or corp., insurer, or insurance company.

**Management** (Check only one.)

⑤ The LLC will be managed by:

One Manager      More Than One Manager      All Limited Liability Company Member(s)

**Amendment to Text of the Articles of Organization** (List both the current text, and the text as amended by this filing.)

⑥

**Read and sign below:** Unless a greater number is provided for in the Articles of Organization, this form must be signed by at least one manager, if the LLC is manager-managed or at least one member, if the LLC is member-managed. If the signing manager or member is a trust or another entity, go to for more information. If you need more space, attach extra pages that are 1-sided and on standard letter-sized paper (8 1/2" x 11"). All attachments are part of this document.

*[Signature]*  
 Sign here

Eric Wong, Manager of JW Properties Development,  
 Manager  
 Print your name here      Your business title

Make check/money order payable to: Secretary of State  
 Upon filing, we will return one (1) uncertified copy of your filed document for free, and will certify the copy upon request and payment of a \$6 certification fee.

**By Mail**  
 Secretary of State  
 Business Entities, P.O. Box 944228  
 Sacramento, CA 94244-2280

**Drop-Off**  
 Secretary of State  
 1600 11th Street, 3rd Floor  
 Sacramento, CA 95814



**Secretary of State  
Statement of Information  
(Limited Liability Company)**

**LLC-12**

20-E99995

**FILED**

In the office of the Secretary of State  
of the State of California

DEC 12, 2020

**IMPORTANT — Read instructions before completing this form.**

**Filing Fee — \$20.00**

**Copy Fees — First page \$1.00; each attachment page \$0.50;  
Certification Fee — \$5.00 plus copy fees**

**This Space For Office Use Only**

**1. Limited Liability Company Name** (Enter the exact name of the LLC. If you registered in California using an alternate name, see instructions.)

430 EDDY ST. ASSOCIATES, LLC

**2. 12-Digit Secretary of State File Number**

201407710180

**3. State, Foreign Country or Place of Organization** (only if formed outside of California)

CALIFORNIA

**4. Business Addresses**

a. Street Address of Principal Office - Do not list a P.O. Box	City (no abbreviations)	State	Zip Code
2028 S. El Camino Real, Suite B	San Mateo	CA	94403
b. Mailing Address of LLC, if different than Item 4a	City (no abbreviations)	State	Zip Code
2028 S. El Camino Real, Suite B	San Mateo	CA	94403
c. Street Address of California Office, if Item 4a is not in California - Do not list a P.O. Box	City (no abbreviations)	State	Zip Code
2028 S. El Camino Real, Suite B	San Mateo	CA	94403

**5. Manager(s) or Member(s)**

If no managers have been appointed or elected, provide the name and address of each member. At least one name and address must be listed. If the manager/member is an individual, complete items 5a and 5c (leave item 5b blank). If the manager/member is an entity, complete items 5b and 5c (leave item 5a blank). Note: The LLC cannot serve as its own manager or member. If the LLC has additional managers/members, enter the name(s) and addresses on Form LLC-12A (see instructions).

a. First Name, if an individual - Do not complete Item 5b	Middle Name	Last Name	Suffix
Eric		Wong	
b. Entity Name - Do not complete Item 5a			
c. Address	City (no abbreviations)	State	Zip Code
2028 S. El Camino Real, Suite B	San Mateo	CA	94403

**6. Service of Process** (Must provide either Individual OR Corporation.)

**INDIVIDUAL — Complete items 6a and 6b only. Must include agent's full name and California street address.**

a. California Agent's First Name (if agent is not a corporation)	Middle Name	Last Name	Suffix
Eric		Wong	
b. Street Address (if agent is not a corporation) - Do not enter a P.O. Box	City (no abbreviations)	State	Zip Code
2028 S. El Camino Real, Suite B	San Mateo	CA	94403

**CORPORATION — Complete Item 6c only. Only include the name of the registered agent Corporation.**

c. California Registered Corporate Agent's Name (if agent is a corporation) — Do not complete item 6a or 6b

**7. Type of Business**

a. Describe the type of business or services of the Limited Liability Company
Real Estate

**8. Chief Executive Officer, if elected or appointed**

a. First Name	Middle Name	Last Name	Suffix
b. Address	City (no abbreviations)	State	Zip Code

**9. The information contained herein, including any attachments, is true and correct.**

12/12/2020

Eric Wong

Manager

Date

Type or Print Name of Person Completing the Form

Title

Signature

**Return Address (Optional)** (For communication from the Secretary of State related to this document, or if purchasing a copy of the filed document enter the name of a person or company and the mailing address. This information will become public when filed. SEE INSTRUCTIONS BEFORE COMPLETING.)

Name: [ ]

Company:

Address:

City/State/Zip: [ ]



**State of California**  
**Secretary of State**

L  
88  
ASU

**STATEMENT OF INFORMATION**  
(Limited Liability Company)

Filing Fee \$20.00. If this is an amendment, see instructions.

**IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM**

**FILED**  
Secretary of State  
State of California  
MAY 02 2014

1. LIMITED LIABILITY COMPANY NAME

JW Properties Development, LLC

DUE: JUN 17 2014

21/20/PC

This Space For Filing Use Only

**File Number and State or Place of Organization**

2. SECRETARY OF STATE FILE NUMBER 201407710176 3. STATE OR PLACE OF ORGANIZATION (If formed outside of California)  
California

**No Change Statement**

4. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no Statement of Information has been previously filed, this form must be completed in its entirety.

If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 15.

**Complete Addresses for the Following** (Do not abbreviate the name of the city. Items 5 and 7 cannot be P.O. Boxes.)

5. STREET ADDRESS OF PRINCIPAL OFFICE	CITY	STATE	ZIP CODE
2028 S. El Camino Real, Suite B	San Mateo	CA	94403
6. MAILING ADDRESS OF LLC, IF DIFFERENT THAN ITEM 5	CITY	STATE	ZIP CODE
7. STREET ADDRESS OF CALIFORNIA OFFICE	CITY	STATE	ZIP CODE
2028 S. El Camino Real, Suite B	San Mateo	CA	94403

**Name and Complete Address of the Chief Executive Officer, if Any**

8. NAME	ADDRESS	CITY	STATE	ZIP CODE

**Name and Complete Address of Any Manager or Managers, or if None Have Been Appointed or Elected, Provide the Name and Address of Each Member** (Attach additional pages, if necessary.)

9. NAME	ADDRESS	CITY	STATE	ZIP CODE
Eric Wong	2028 S. El Camino Real, Suite B	San Mateo, CA	CA	94403
10. NAME	ADDRESS	CITY	STATE	ZIP CODE
William Joe	2028 S. El Camino Real, Suite B	San Mateo, CA	CA	94403
11. NAME	ADDRESS	CITY	STATE	ZIP CODE

**Agent for Service of Process** If the agent is an individual, the agent must reside in California and Item 13 must be completed with a California address, a P.O. Box is not acceptable. If the agent is a corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 13 must be left blank.

12. NAME OF AGENT FOR SERVICE OF PROCESS  
Eric Wong

13. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL	CITY	STATE	ZIP CODE
2028 S. El Camino Real, Suite B	San Mateo	CA	94403

**Type of Business**

14. DESCRIBE THE TYPE OF BUSINESS OF THE LIMITED LIABILITY COMPANY  
Real estate development

15. THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT

4/30/2014 Eric Wong Manager  
DATE TYPE OR PRINT NAME OF PERSON COMPLETING THE FORM TITLE SIGNATURE

To: SF City Attorney Chiu, Head Attorney for Public Integrity Ms. Stewart, SF Ethics Commission Director Pelham  
Cc: Supervisors Melgar, Peskin, Preston, Ronan  
From: Jerry Dratler  
Subject: DBI should not have issued a Certificate of Final Completion for Commissioner Honda's property at 133 Elsie Street  
Date: December 6, 2021

The information in this memo supplements the earlier memo I sent to you in preparation for the BOS hearing on Darrell Honda scheduled for December 13, 2021. This further information centers around 133 Elsie Street, an investment property Mr. Honda sold in calendar year 2015. Mr. Honda's failure to file a timely 2015 Form 700 with the SF Ethics Commission led me to conduct a more detailed review of Mr. Honda's ownership interest in 133 Elsie Street. The page numbers in this document reference exhibits in the attached PDF.

When I reviewed the Planning Department and the Department of Building Inspection online records for the construction of 133 Elsie Street, I was shocked by my two principal findings:

1. DBI issued a Certificate of Compliance for 133 Elsie Street even though the \$19,000 building permit for the fire suppression system with 13 sprinkler heads was never finalized and three of the plumbing permits expired before the permits were finalized. Also, there were only 3 DBI field inspections other than the final inspection during the construction of this new single-family home. There was a rough framing, reinforcing steel and an exterior lath inspection. The DBI inspections recorded on the building permits in the PTS system do not agree with the DBI job cards.
2. There should be two planning applications in the Planning Department online system for 133 Elsie Street. There are no planning applications in the Accela System even though the Planning Department sent 311 Notices to the neighbors on August 30, 2006, and May 1, 2013. The lack of public access to Planning Department documents prevented me from determining if the house constructed at 133 Elsie Street complies with the SF Planning Code.

## Planning Applications

Permits are required in San Francisco to operate a business or to perform construction activity. The Planning Department reviews most applications for these permits to ensure that the projects comply with the [Planning Code](#). The 'Project' is the activity being proposed. For a glossary of terms, visit [Planning Code section 102](#), or the [Help](#) section of this site.

Report for: **133 ELSIE ST**



No Planning Applications



### **Mr. Honda's purchase and sale of 133 Elsie Street**

Mr. Honda was a member of the limited liability corporation (JSOD LLC) that acquired a vacant lot at 133 Elsie Street in March of 2014 for \$650,000 (pg. 1) and completed construction of a new home at 133 Elsie Street in October 2014.

- John Patrick O'Donoghue established JSOD, LLC in 2005 (pg. 2) and Mr. O'Donoghue's construction company built 133 Elsie Street.
- Mr. Honda was an active investor in JSOD, LLC, in January of 2015; he was also the realtor who sold 133 Elsie Street for \$2,010,000 (pg.3) to Michael Kalkowski and Julie M. Wheeler on January 6, 2015. Mr. Honda also filed the new construction prelitigation notice (pg. 4) under the California Construction Defect Law with the SF City Assessor in June of 2015, five months after 133 Elsie Street was sold.

### **Mr. Honda's Form 700 filings with the SF Ethics Commission**

Mr. Honda filed his 2015 Form 700 with the SF Ethics Commission one year late, on July 20, 2017. On the 2015 Form 700 Mr. Honda falsely checked the box claiming he had no reportable interest to report on Form 700 schedules A1 through E. The subject property, 133 Elsie Street, is one of many properties Mr. Honda should have reported on a Schedule B in 2015.

Mr. Honda did include 133 Elsie on his 2014 Form 700 Schedule B but misrepresented his ownership interest in a limited liability corporation (JSOD, LLC) to be a 50% ownership interest in a partnership.

- Mr. Honda falsely claimed on his 2014 Schedule B that he sold 133 Elsie Street in 2014 when it was sold on January 6, 2015 (pg. 5).
- Mr. Honda failed to disclose JSOD's \$1.1 million construction loan (pgs. 6-17) at the bottom of the 2014 133 Elsie Street Form B.

In summary, Mr. Honda failed to disclose the following information on the 2015 Form 700 he filed on July 20, 2017:

- The January 2015 sale of 133 Elsie Street.
- JSOD's \$1.1 million construction loan.
- Mr. Honda's 50% share of JSOD's profits from the \$2,010,000 sale of 133 Elsie Street.

### **The Department of Building Inspection should not have issued a Certificate of Compliance for 133 Elsie Street on October 23, 2014.**

- DBI Building Inspector Donald Simas should not have issued a Certificate of Final Completion for 133 Elsie St. because the work on three plumbing and one building permit listed below was never completed.

- The building permit for the fire suppression system (pgs. 18-19) was never closed.
- Three of the four plumbing permits remain open (pgs. 20- 22). Only the fireplace installation permit was closed.

Permit #	Lot	Street #	Street Name	Current Stage	Stage Date	cost	scope of work
200603015694	57	133	ELSIE ST	COMPLETE	10/23/2014	\$700,000	ERECT 3 STORY, NO BASEMENT, SINGLE FAMILY DWELLING.
201404082740	57	133	ELSIE ST	COMPLETE	10/23/2014	\$17,000	REVISION TO the APPROVED SHORING PLAN WITH PERMIT AP #200603015694. SHORING WAS UNDER PREVIOUS PERMITS, ADDED COST OF PILES ARE \$17,000
201404183612	57	133	ELSIE ST	COMPLETE	10/23/2014	\$1.00	REVISION TO 200603015694/s1 CHANGES TO FOUNDATION PLAN
201406178679	57	133	ELSIE ST	ISSUED	6/17/2014	\$19,000	INSTALL NEW FIRE SPRINKLER SYSTEM PER NFPA 13D THROUGHOUT THE BUILDING INCLUDING UNDERGROUND. TOTAL 31 SPRINKLERS.

Plumbing permits							
Permit #	Lot	Street #	Street Name	Current Stage	Stage Date		
PP20140617589	57	133	ELSIE ST	EXPIRED	6/13/2015		INSTALL NEW SPRINKLER SYSTEM PER NFPA 13D INCLUDE UNDERGROUND
PMW20140611801	57	133	ELSIE ST	COMPLETE	7/3/2014		WORK CATEGORY: 1M; INSTALL ONE FIREPLACE
PM20140523988	57	133	ELSIE ST	EXPIRED	5/19/2015		INSTALL NEW FURNACES & NEW FLUE PIPES
PP20140523987	57	133	ELSIE ST	EXPIRED	5/19/2015		NEW CONSTRUCTION PLUMBING; ALL FLOORS: NEW BATHROOMS, KITCHEN, GAS PIPE.

- Designing and constructing a new home at 133 Elsie Street was complicated. The home is in a special use district and subject to the Elsie Street Plan and the East Slope Building Guidelines. The project required a geotechnical engineering report and the building permits list special inspections for shoring, special grading and filling, shotcrete, and other pile installation. The shoring special inspections at the bottom of the building permit was never issued because a shoring permit was never issued by DBI.
- I don't understand how the structural engineer of record and the supervising structural engineer of the independent inspection service could have issued final reports confirming 133 Elsie Street was constructed in compliance with the building code and the city approved architectural plans when there are open building and plumbing permits in the DBI PTS system today.
  - It appears a shoring permit was never issued by DBI and the shoring special inspection (item 21A) on the building permit was never approved by the Special Inspection Service.
  - I sent DBI a California Public Document request on December 06, 2021, for a copy of the two final reports from the project structural engineers. Pezhaman Motevaselli with SIA Consulting Corporation is one of the project structural engineers (pgs. 29-30). Mr. Honda has engaged the services of SIA Consulting on



four projects. Three projects he has reported on his Form 700 filings, 133 Elsie Street, 519 Ellis Street, 430 Eddy Street and a 2021 project at 1161 Post Street.

- I also requested a copy of the DBI issued 3R report for 133 Elsie Street in my California Public Document Request.
- Permit information in PTS system shows DBI Building Inspectors only inspected the lath exterior, rough framing and reinforcing steel at 133 Elsie Street before issuing the final certificated of compliance. None of the inspections was preschedule and there are no entries on the 133 Elsie Street job cards (below) for the DBI reinforcing steel inspections.

	Permit#	Permit#	Permit#
<u>Description</u>	2006.0301.5694	2014.0408.2740	2014.0418.3612
Final CFC issued	Donald Simas	Donald Simas	Donald Simas
Lath exterior	Donald Simas		
Rough Frame	Donald Simas		
Reinforcing steel	Donald Simas	Sean Birmingham	Donald Simas









## List of exhibits in the attached PDF.

Page #	Description
1	Grant Deed issued to JSOD, LLC March 31,2014, 133 Elsie Street
2	Limited Liability Company Articles JSOD, LLC signed by John O'Donoghue
3	MLS data showing Darryl Honda to be the agent for the \$2,010,000 sale of 133 Elsie Street.
4	California Construction Defect Law, June 8,2015 Declaration of Notice SB800 Prelitigation Procedures filed by Darryl Honda.
5	MLS data showing the Janary 6,2015 \$2,010,000 sale of 133 Elsie Street by JSOD, LLC.
6-17	Construction Deed of Trust with Avid Bank for a \$1,104,000 construction mortgage on 133 Elsie Street.
18-19	Copy of \$19,000 building permit for sprinkler system permit that was issued and never closed
20	Plumbing permit for new furnace that was never finaied and auto expired on May 19,2015.
21	Plumbing permit for new sprinkler sytem that was never finaied and auto expired on June 13,2015
22	Plumbing permit for new constrution plumbing that was never finaied and auto expired on May 19,2015.
23-28	\$700,000 permit for new construction with permit addendum.
29-30	Permit revision for changes to foundation - SIA Consulting Corp.
31-33	\$17,000 revision to approved shoring plan to add the cost of piles.

20149J85834700003  
San Francisco Assessor-Recorder  
Carmen Chu, Assessor-Recorder  
DOC 2014-J858347-00  
Acct 2005-Fidelity Title Company Concord  
Monday, MAR 31, 2014 13:24:44  
Ttl Pd \$4,451.00 Nbr-0004912491  
ofa/RE/1-3

RECORDING REQUESTED BY:  
Fidelity National Title Company  
Order No.: FSFM-2051400101 -AP

When Recorded Mail Document To:  
JSOD LLC  
755 Victoria St  
SAN FRANCISCO, CA 94127

APN/Parcel ID(s): Lot 057, Block 5619  
Property: 133 Elsie St.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

### GRANT DEED

The undersigned grantor(s) declare(s)

- This transfer is exempt from the documentary transfer tax.
  - The documentary transfer tax is \$4,420.00 and is computed on:
    - the full value of the interest or property conveyed.
    - the full value less the liens or encumbrances remaining thereon at the time of sale.
- The property is located in  the City of San Francisco.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Brendan Frost and Robin Hubinsky, husband and wife as community property with right of survivorship

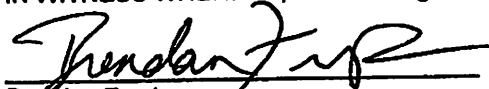
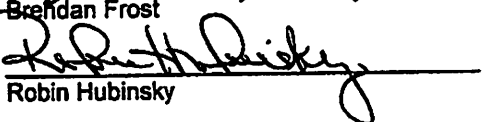
hereby GRANT(S) to JSOD LLC

the following described real property in the City of San Francisco, County of San Francisco, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated: March 25, 2014

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

  
Brendan Frost  
  
Robin Hubinsky

MAIL TAX STATEMENTS AS DIRECTED ABOVE



State of California Secretary of State

LIMITED LIABILITY COMPANY ARTICLES OF ORGANIZATION

File # 200522710085

FILED in the office of the Secretary of State of the State of California

AUG 15 2005

A \$70.00 filing fee must accompany this form.

IMPORTANT - Read instructions before completing this form.

This Space For Filing Use Only

ENTITY NAME (End the name with the words "Limited Liability Company," "Ltd. Liability Co.," or the abbreviations "LLC" or "L.L.C.")

1. NAME OF LIMITED LIABILITY COMPANY

J.S.O.D LLC

PURPOSE (The following statement is required by statute and may not be altered.)

2. THE PURPOSE OF THE LIMITED LIABILITY COMPANY IS TO ENGAGE IN ANY LAWFUL ACT OR ACTIVITY FOR WHICH A LIMITED LIABILITY COMPANY MAY BE ORGANIZED UNDER THE BEVERLY-KILLEA LIMITED LIABILITY COMPANY ACT.

INITIAL AGENT FOR SERVICE OF PROCESS (If the agent is an individual, the agent must reside in California and both Items 3 and 4 must be completed. If the agent is a corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 3 must be completed (leave Item 4 blank).)

3. NAME OF INITIAL AGENT FOR SERVICE OF PROCESS

JOHN O DOWOGHUE

4. IF AN INDIVIDUAL, ADDRESS OF INITIAL AGENT FOR SERVICE OF PROCESS IN CALIFORNIA CITY STATE ZIP CODE

44 Willow Ave SAN FRANCISCO CA 94112

MANAGEMENT (Check only one)

5. THE LIMITED LIABILITY COMPANY WILL BE MANAGED BY:

- ONE MANAGER (checked)
MORE THAN ONE MANAGER
ALL LIMITED LIABILITY COMPANY MEMBER(S)

ADDITIONAL INFORMATION

6. ADDITIONAL INFORMATION SET FORTH ON THE ATTACHED PAGES, IF ANY, IS INCORPORATED HEREIN BY THIS REFERENCE AND MADE A PART OF THIS CERTIFICATE

EXECUTION

7. I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED

SIGNATURE OF ORGANIZER

DATE

[Handwritten signature]

08/10/05

JOHN O DOWOGHUE

TYPE OR PRINT NAME OF ORGANIZER

RETURN TO (Enter the name and the address of the person or firm to whom a copy of the filed document should be returned)

8 NAME [JOHN O DOWOGHUE]
FIRM J.S.O.D LLC
ADDRESS 44 Willow Ave
CITY/STATE/ZIP [SAN FRANCISCO CA 94112]

Agent and Office Information		
<b>Agent</b>	<a href="#">Darryl Honda</a> <input checked="" type="checkbox"/> (ID: 800499) Primary:415-608-7575 Secondary:415-608-7575 Other:415-552-9500 Lic: 01241016	
<b>Office</b>	<a href="#">Zephyr Real Estate</a> (ID:ZEPH06) Phone: 415-674-6500, FAX: 415-674-6610 Office Lic.: 02109201	
Closing Information		
<b>Close Price</b>	2,010,000	<b>Close Date</b>
<b>Listing Price</b>	1,828,000	<b>Pending Date</b>
<b>SP % LP</b>	109.96	<b>Original Price</b>
<b>Buyer Financing</b>	Other	
<b>Comments</b>		
<b>Buyer Agent</b>	<a href="#">Caroline Scott (806745)</a>	<b>Buyer Office</b>
<b>Buyer Co-Agent</b>		<b>Buyer Co-Office</b>

On Mon, Nov 29, 2021 at 6:14 PM Dennis Richards <[drichards20@outlook.com](mailto:drichards20@outlook.com)> wrote:

WHEN RECORDED RETURN TO:

Darryl Honda  
2035 15th Ave  
San Francisco, CA 94114

APN: 5619, Lot 057

**DECLARATION OF NOTICE OF SB 800 PRELITIGATION PROCEDURES**

(California Civil Code Sections 900-938)

THIS DECLARATION ("Declaration") is made on the date set forth below by JSOD, LLC, a California limited liability "Seller". Seller was the developer of a single-family residence located in the City and County of San Francisco, State of California, 133 Elsie Street, Block 5619, Lot 057 (the "Property").

single family residence

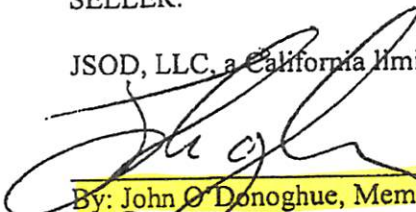
Seller hereby gives notice to the buyers of the ~~condominium~~ at the Property of the following:

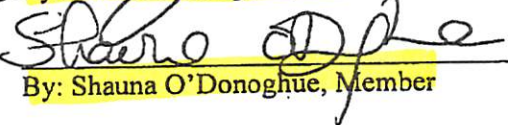
1. There exist certain legal procedures which are set forth in Chapter 4 (commencing with Section 910) or Part 2 of Division 2 of the California Civil Code (the "Prelitigation Procedures"). Seller hereby elects to utilize these Prelitigation Procedures for any dispute or action regarding construction defects which may be alleged to be associated in any way with the Property.
2. The Prelitigation Procedures impact the legal rights of the owners single-family residence at the Property.

SELLER:

DATE: June 8, 2015

JSOD, LLC, a California limited liability company

  
By: John O'Donoghue, Member

  
By: Shauna O'Donoghue, Member

MLS Listing Price	\$1,828,000	\$699,000	\$450,000
MLS Orig Listing Price	\$1,828,000	\$749,000	\$450,000
MLS Close Date	01/09/2015		06/16/2005
MLS Listing Close Price	\$2,010,000		\$450,000

**LAST MARKET SALE & SALES HISTORY**

Settle Date	Tax: 10/29/2019	MLS: 11/01/2019	Seller	Salkowski Peter M
Recording Date	11/01/2019		Document Number	K851072
Sale Price	\$3,050,000		Deed Type	Grant Deed
Owner Name	Creasy Michael Edward		Price Per Square Feet	\$1,001.31
Owner Name 2	Creasy Vivian			

Sale/Settlement Date	10/29/2019	01/06/2015	03/25/2014	06/06/2005	
Recording Date	11/01/2019	01/09/2015	03/31/2014	06/16/2005	06/21/1984
Sale Price	\$3,050,000	\$2,010,000	\$650,000	\$450,000	\$15,000
Nominal					
Buyer Name	Creasy Michael E & Vivian C	Salkowski Peter M	Jsod LLC	Frost Brendan	Taylor Cynthia M
Seller Name	Salkowski Peter M	Jsod LLC	Frost Brendan	Malork Julie A	Metcalf Charles A
Document Number	K851072	K002670	J858347	I912-19	D0693-270
Document Type	Grant Deed	Grant Deed	Grant Deed	Grant Deed	Deed (Reg)

Sale/Settlement Date		00/1979		00/1978
Recording Date				
Sale Price		\$16,000		\$500
Nominal				Y
Buyer Name		Metcalf Charles A		Bennett Richard A
Seller Name		Winer Edward H		Vieira Joseph
Document Number		C0810-211		C0607-845
Document Type		Deed (Reg)		Deed (Reg)

**MORTGAGE HISTORY**

Mortgage Date	09/07/2021	11/01/2019	12/07/2015	01/09/2015	03/31/2014
Mortgage Amount	\$1,496,849	\$2,440,000	\$925,000	\$950,000	\$1,104,000
Mortgage Lender	Better Mtg	Pnc Bk National Assn	Sofi Lndg Corp	Sofi Lndg Corp	Avidbank
Mortgage Code	Conventional	Conventional	Conventional	Conventional	
Mortgage Type	Refi	Resale	Refi	Resale	Construction
Mortgage Int Rate	2.5	2.875		3	
Mortgage Term	30	30	15	30	

Mortgage Date		06/16/2005		06/21/1984
Mortgage Amount		\$360,000		\$7,500
Mortgage Lender		Bank Of America		
Mortgage Code		Conventional		Private Party Lender
Mortgage Type		Resale		Seller/Carry Back
Mortgage Int Rate		6.25		
Mortgage Term		30		



FSFM-205140001-AP  
133 Elsie St  
Apn. 5619-57

20149J85834800012  
San Francisco Assessor-Recorder  
Carmen Chu, Assessor-Recorder  
DOC 2014-J858348-00  
Acct 2005-Fidelity Title Company Concord  
Monday, MAR 31, 2014 13:24:44  
Ttl Pd \$51.00 Nbr-0004912492  
ofa/RE/1-12

RECORDATION REQUESTED BY:

AVIDBANK  
Main Office  
400 Emerson Street  
Palo Alto, CA 94301

WHEN RECORDED MAIL TO:

AVIDBANK  
Main Office  
400 Emerson Street  
Palo Alto, CA 94301

SEND TAX NOTICES TO:

J.S.O.D LLC  
755 Victoria Street  
San Francisco, CA 94127

FOR RECORDER'S USE ONLY

133 Elsie St  
057-5619



\*#####03400326201401\*

CONSTRUCTION DEED OF TRUST

THIS DEED OF TRUST is dated March 26, 2014, among J.S.O.D LLC, a California limited liability company ("Trustor"); AVIDBANK, whose address is Main Office, 400 Emerson Street, Palo Alto, CA 94301 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Fidelity National Title Company, whose address is 2537 Ocean Avenue, San Francisco, CA 94132 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Trustor irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, for the benefit of Lender as Beneficiary, all of Trustor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in San Francisco County, State of California:

Lot 512, "Gift Map No. 3", as per Map of said Tract recorded in the office of the County Recorder of the City and County of San Francisco, on December 31, 1861, in Book 2 "A" and "B" of Maps, at Page 15.

For APN/Parcel ID(s): Lot 057, Block 5619

The Real Property or its address is commonly known as 133 Elsie Street, San Francisco, CA 94110. The Assessor's Parcel Number for the Real Property is Lot 057, Block 5619.

Trustor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Trustor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. This is an absolute assignment of Rents made in connection with an obligation secured by real property pursuant to California Civil Code Section 2938. In addition, Trustor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF THE TRUSTOR UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS ALSO GIVEN TO SECURE ANY AND ALL OF TRUSTOR'S OBLIGATIONS UNDER THAT CERTAIN CONSTRUCTION LOAN AGREEMENT BETWEEN TRUSTOR AND LENDER OF EVEN DATE HEREWITH. ANY EVENT OF DEFAULT UNDER THE CONSTRUCTION LOAN AGREEMENT, OR ANY OF THE RELATED DOCUMENTS REFERRED TO THEREIN, SHALL ALSO BE AN EVENT OF DEFAULT UNDER THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Trustor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Trustor's obligations under the Note, this Deed of Trust, and the Related Documents.

CONSTRUCTION MORTGAGE. This Deed of Trust is a "construction mortgage" for the purposes of Sections 9-334 and 2A-309 of the Uniform Commercial Code, as those sections have been adopted by the State of California.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Trustor agrees that Trustor's possession and use of the Property shall be governed by the following provisions:

- Possession and Use. Until the occurrence of an Event of Default, Trustor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.
- Duty to Maintain. Trustor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and



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DEED OF TRUST  
(Continued)

maintenance necessary to preserve its value.

**Compliance With Environmental Laws.** Trustor represents and warrants to Lender that: (1) During the period of Trustor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Trustor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Trustor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Trustor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Trustor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Trustor or to any other person. The representations and warranties contained herein are based on Trustor's due diligence in investigating the Property for Hazardous Substances. Trustor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Trustor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Trustor's ownership or interest in the Property, whether or not the same was or should have been known to Trustor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Trustor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Trustor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

**Removal of Improvements.** Trustor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Trustor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

**Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Trustor's compliance with the terms and conditions of this Deed of Trust.

**Compliance with Governmental Requirements.** Trustor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Trustor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Trustor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Trustor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Trustor agrees neither to abandon or leave unattended the Property. Trustor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**Construction Loan.** If some or all of the proceeds of the loan creating the Indebtedness are to be used to construct or complete construction of any Improvements on the Property, the Improvements shall be completed no later than the maturity date of the Note (or such earlier date as Lender may reasonably establish) and Trustor shall pay in full all costs and expenses in connection with the work. Lender will disburse loan proceeds under such terms and conditions as Lender may deem reasonably necessary to insure that the interest created by this Deed of Trust shall have priority over all possible liens, including those of material suppliers and workmen. Lender may require, among other things, that disbursement requests be supported by receipted bills, expense affidavits, waivers of liens, construction progress reports, and such other documentation as Lender may reasonably request.

**DUE ON SALE - CONSENT BY LENDER.** Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Trustor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Trustor. However, this option shall not be exercised by Lender if such exercise is prohibited by applicable law.



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**DEED OF TRUST  
(Continued)**

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

**Payment.** Trustor shall pay when due (and in all events at least ten (10) days prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Trustor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

**Right to Contest.** Trustor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Trustor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Trustor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Trustor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Trustor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Trustor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Trustor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Trustor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Trustor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Deed of Trust.

**Maintenance of Insurance.** Trustor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Trustor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender named as additional insureds in such liability insurance policies. Additionally, Trustor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Notwithstanding the foregoing, in no event shall Trustor be required to provide hazard insurance in excess of the replacement value of the improvements on the Real Property. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Trustor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Trustor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Trustor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

**Application of Proceeds.** Trustor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Trustor fails to do so within fifteen (15) days of the casualty. If in Lender's sole judgment Lender's security interest in the Property has been impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If the proceeds are to be applied to restoration and repair, Trustor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Trustor from the proceeds for the reasonable cost of repair or restoration if Trustor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Trustor as Trustor's interests may appear.

**Trustor's Report on Insurance.** Upon request of Lender, however not more than once a year, Trustor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Trustor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Trustor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Trustor's failure to discharge or pay when due any amounts Trustor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender





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**DEED OF TRUST  
(Continued)**

on Trustor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Trustor. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Deed of Trust:

**Title.** Trustor warrants that: (a) Trustor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Trustor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Trustor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Trustor's title or the interest of Trustor or Lender under this Deed of Trust, Trustor shall defend the action at Trustor's expense. Trustor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Trustor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Trustor warrants that the Property and Trustor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**Survival of Representations and Warranties.** All representations, warranties, and agreements made by Trustor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Trustor's indebtedness shall be paid in full.

**CONDEMNATION.** The following provisions relating to eminent domain and inverse condemnation proceedings are a part of this Deed of Trust:

**Proceedings.** If any eminent domain or inverse condemnation proceeding is commenced affecting the Property, Trustor shall promptly notify Lender in writing, and Trustor shall promptly take such steps as may be necessary to pursue or defend the action and obtain the award. Trustor may be the nominal party in any such proceeding, but Lender shall be entitled, at its election, to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Trustor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

**Application of Net Proceeds.** If any award is made or settlement entered into in any condemnation proceedings affecting all or any part of the Property or by any proceeding or purchase in lieu of condemnation, Lender may at its election, and to the extent permitted by law, require that all or any portion of the award or settlement be applied to the indebtedness and to the repayment of all reasonable costs, expenses, and attorneys' fees incurred by Trustor or Lender in connection with the condemnation proceedings.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

**Current Taxes, Fees and Charges.** Upon request by Lender, Trustor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Trustor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

**Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the indebtedness secured by this Deed of Trust; (2) a specific tax on Trustor which Trustor is authorized or required to deduct from payments on the indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Trustor.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Trustor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

**Security Agreement.** This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.



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**DEED OF TRUST  
(Continued)**

**Security Interest.** Upon request by Lender, Trustor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. Trustor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Trustor shall not remove, sever or detach the Personal Property from the Property. Upon default, Trustor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Trustor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

**Addresses.** The mailing addresses of Trustor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

**Further Assurances.** At any time, and from time to time, upon request of Lender, Trustor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Trustor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Trustor. Unless prohibited by law or Lender agrees to the contrary in writing, Trustor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-in-Fact.** If Trustor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Trustor and at Trustor's expense. For such purposes, Trustor hereby irrevocably appoints Lender as Trustor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**FULL PERFORMANCE.** If Trustor pays all the indebtedness when due, and otherwise performs all the obligations imposed upon Trustor under this Deed of Trust, Lender shall execute and deliver to Trustor a request for full reconveyance and shall execute and deliver to Trustor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Lender may charge Trustor a reasonable reconveyance fee at the time of reconveyance.

**EVENTS OF DEFAULT.** Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

**Payment Default.** Trustor fails to make any payment when due under the Indebtedness.

**Other Defaults.** Trustor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Trustor.

**Compliance Default.** Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

**Default on Other Payments.** Failure of Trustor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Environmental Default.** Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

**Default in Favor of Third Parties.** Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the indebtedness or Grantor's ability to perform Grantor's obligations under this Deed of Trust or any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Trustor or on Trustor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Defective Collateralization.** This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Death or Insolvency.** The dissolution of Trustor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Trustor's existence as a going business or the death of any member, the insolvency of Trustor, the appointment of a receiver for any part of Trustor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Trustor.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Trustor or by any governmental agency against any property securing the indebtedness. This includes a garnishment of any of Trustor's accounts, including deposit accounts, with Lender. However, this



\*#####03400326201406\*

**DEED OF TRUST  
(Continued)**

Event of Default shall not apply if there is a good faith dispute by Trustor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Trustor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Breach of Other Agreement.** Any breach by Trustor under the terms of any other agreement between Trustor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Trustor to Lender, whether existing now or later.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**Adverse Change.** A material adverse change occurs in Trustor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**RIGHTS AND REMEDIES ON DEFAULT.** If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

**Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Trustor under this Deed of Trust, after Trustor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

**Foreclosure by Sale.** Upon an Event of Default under this Deed of Trust, Beneficiary may declare the entire Indebtedness secured by this Deed of Trust immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold the Property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed of Trust, the Note, other documents requested by Trustee, and all documents evidencing expenditures secured hereby. After the lapse of such time as may then be required by law following the recordation of the notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell the Property at the time and place fixed by it in the notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement in accordance with applicable law. Trustee shall deliver to such purchaser its deed conveying the Property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary may purchase at such sale. After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

**Judicial Foreclosure.** With respect to all or any part of the Real Property, Lender shall have the right in lieu of foreclosure by power of sale to foreclose by judicial foreclosure in accordance with and to the full extent provided by California law.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code, including without limitation the right to recover any deficiency in the manner and to the full extent provided by California law.

**Collect Rents.** Lender shall have the right, without notice to Trustor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Trustor irrevocably designates Lender as Trustor's attorney-in-fact to endorse instruments received in payment thereof in the name of Trustor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Tenancy at Sufferance.** If Trustor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Trustor, Trustor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.



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**DEED OF TRUST  
(Continued)**

**Other Remedies.** Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

**Notice of Sale.** Lender shall give Trustor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

**Sale of the Property.** To the extent permitted by applicable law, Trustor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Trustor also will pay any court costs, in addition to all other sums provided by law.

**Rights of Trustee.** Trustee shall have all of the rights and duties of Lender as set forth in this section.

**POWERS AND OBLIGATIONS OF TRUSTEE.** The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

**Powers of Trustee.** In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Trustor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

**Obligations to Notify.** Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Trustor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

**Trustee.** Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

**Successor Trustee.** Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of San Francisco County, State of California. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Trustor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

**Acceptance by Trustee.** Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

**NOTICES.** Any notice required to be given under this Deed of Trust shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. Trustor requests that copies of any notices of default and sale be directed to Trustor's address shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Trustor agrees to keep Lender informed at all times of Trustor's current address. Unless otherwise provided or required by law, if there is more than one Trustor, any notice given by Lender to any Trustor is deemed to be notice given to all Trustors.

**STATEMENT OF OBLIGATION FEE.** Lender may collect a fee, not to exceed the maximum amount permitted by law, for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.



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**DEED OF TRUST  
(Continued)**

**COUNTERPARTS.** This Agreement may be executed in counterparts, each of which, when so executed, shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument. For purposes of this Agreement, a facsimile execution shall be considered as the equivalent of a wet ink signature and shall be deemed good and valid acceptance of this Agreement and shall be deemed to have been reasonably relied on by all other parties; provided, however, that any signature forwarded by facsimile shall be promptly followed by a wet ink original, but the failure to forward a wet ink original shall not void or otherwise effect the acceptance evidenced by the facsimile execution.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Deed of Trust:

**Amendments.** This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Annual Reports.** If the Property is used for purposes other than Trustor's residence, Trustor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Trustor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

**Caption Headings.** Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

**Merger.** There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Governing Law.** This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of California without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of California.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Trustor, shall constitute a waiver of any of Lender's rights or of any of Trustor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

**Successors and Assigns.** Subject to any limitations stated in this Deed of Trust on transfer of Trustor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Trustor, Lender, without notice to Trustor, may deal with Trustor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Trustor from the obligations of this Deed of Trust or liability under the Indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Deed of Trust.

**Waive Jury.** To the extent permitted by applicable law, all parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Beneficiary.** The word "Beneficiary" means AVIDBANK, and its successors and assigns.

**Borrower.** The word "Borrower" means J.S.O.D LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Deed of Trust.** The words "Deed of Trust" mean this Deed of Trust among Trustor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

**Default.** The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances





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DEED OF TRUST  
(Continued)

relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., Chapters 6.5 through 7.7 of Division 20 of the California Health and Safety Code, Section 25100, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

**Guarantor.** The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

**Guaranty.** The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Trustor's obligations or expenses incurred by Trustee or Lender to enforce Trustor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

**Lender.** The word "Lender" means AVIDBANK, its successors and assigns.

**Note.** The word "Note" means the promissory note dated March 26, 2014, in the original principal amount of \$1,104,000.00 from Trustor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. NOTICE TO TRUSTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Trustor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property. The words "Personal Property" also include all tangible and intangible items obtained or owned by, or in the possession of Trustor that are directly or indirectly related to the acquisition, development, design, construction, permitting, marketing, or habitation of the Real Property or the Improvements to be constructed on the Real Property, whether heretofore or hereafter issued, prepared, or executed, including without limitation all permits, licenses, authorizations and approvals, trademarks and tradenames, and any and all land use entitlements, development rights, sewer capacity, approvals, density allocations and other rights or approvals relating to or authorizing the development or occupancy of the Property, plus all utility or other deposits, reimbursement rights, studies, tests, contracts, plans and specifications, relating to the Property and Improvements.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness; except that the words do not mean any guaranty or environmental agreement, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all present and future leases, rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property together with the cash proceeds of the Rents.

**Trustee.** The word "Trustee" means Fidelity National Title Company, whose address is 2537 Ocean Avenue, San Francisco, CA 94132 and any substitute or successor trustees.

**Trustor.** The word "Trustor" means J.S.O.D LLC.



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DEED OF TRUST  
(Continued)

TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND TRUSTOR AGREES TO ITS TERMS, INCLUDING THE VARIABLE RATE PROVISIONS OF THE NOTE SECURED BY THIS DEED OF TRUST.

TRUSTOR:

J.S.O.D LLC

By:

John O'Donoghue, Member of J.S.O.D LLC

By:

Shauna O'Donoghue

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF California )  
 ) SS  
COUNTY OF San Francisco )

On March 17, 2014 before me, Anatoliy A. Pavlishin  
notary public (here insert name and title of the officer)

personally appeared John O'Donoghue and Shauna O'Donoghue, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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)



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**DEED OF TRUST  
(Continued)**

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**(DO NOT RECORD)  
REQUEST FOR FULL RECONVEYANCE**  
(To be used only when obligations have been paid in full)

To: \_\_\_\_\_, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

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

Beneficiary: \_\_\_\_\_

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

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

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**EXHIBIT "A"**  
**Legal Description**

**For APN/Parcel ID(s): Lot 057, Block 5619**

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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:

Lot 512, "Gift Map No. 3", as per Map of said Tract recorded in the office of the County Recorder of the City and County of San Francisco, on December 31, 1861, in Book 2 "A" and "B" of Maps, at Page 15.



# Welcome to our Permit / Complaint Tracking System!

Below is a list of all agents for the selected permit, along with their roles on the project.

Permit Number: 201406178679

	<u>Firm Name</u> ▼	<u>Agent Name</u>	<u>Role</u>	<u>From</u>	<u>To</u>
<a href="#">Info</a>	MAGNUM CONSTRUCTION GROUP INC	JOBEEN TSANG	CONTRACTOR	6/17/2014	
<a href="#">Info</a>	MAGNUM CONSTRUCTION	JOE TSANG	ARCHITECT	6/17/2014	

# Welcome to our Permit / Complaint Tracking System!

## Permit Details Report

**Report Date:** 11/27/2021 1:02:25 PM

Application Number: 201406178679

Form Number: 8

Address(es): 5619/057 /0 133 ELSIE ST

Description: INSTALL NEW FIRE SPRINKLER SYSTEM PER NFPA 13D THROUGHOUT THE BUILDING INCLUDING UNDERGROUND. TOTAL 31 SPRINKLERS.

Cost: \$19,000.00

Occupancy Code: R-3

Building Use: 27 - 1 FAMILY DWELLING

## Disposition / Stage:

Action Date	Stage	Comments
6/17/2014	TRIAGE	
6/17/2014	FILING	
6/17/2014	FILED	
6/17/2014	APPROVED	
6/17/2014	ISSUED	

## Contact Details:

### Contractor Details:

License Number: 901895

Name: JOBEEN TSANG

Company Name: MAGNUM CONSTRUCTION GROUP INC  
 Address: P O BOX 4045 \* FOSTER CITY CA 94404-0000  
 Phone:

**Addenda Details:**

**Description:**

Step	Station	Arrive	Start	In Hold	Out Hold	Finish	Checked By	Hold Description
1	INTAKE	6/17/14	6/17/14			6/17/14	BUFKA SUSAN	
2	SFFD	6/17/14	6/17/14			6/17/14	BROWN RICHARD	OTC
3	DPW-BSM	6/17/14	6/17/14			6/17/14	CHOY CLINTON	
4	CPB	6/17/14	6/17/14			6/17/14	YU ZHANG REN	

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

**Appointments:**

Appointment Date	Appointment AM/PM	Appointment Code	Appointment Type	Description	Time Slots
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**Inspections:** There are no inspections on this permit.

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

Addenda No.	Completed Date	Inspected By	Inspection Code	Description	Remarks
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For information, or to schedule an inspection, call 628-652-3400 between 8:30 am and 3:00 pm.

[Online Permit and Complaint Tracking](#) home page.

**Technical Support for Online Services**

If you need help or have a question about this service, please visit our [FAQ area](#).



# Welcome to our Permit / Complaint Tracking System!

## Plumbing Permit Details Report

**Report Date:** 11/27/2021 3:54:14 PM

Application Number: PM20140523988

Address(es): 5619 /057 :133 ELSIE ST

Description: **INSTALL NEW FURNACES & NEW FLUE PIPES.**

Stage:

Action Date	Stage	Comments
5/19/2015	EXPIRED	Auto expire
5/23/2014	ISSUED	
5/23/2014	FILED	

### Contractor Details:

License Number: 420893  
 Name: ARWIN FUYU HO  
 Company Name: NEW ERA CONSTRUCTION CO. \*\*\*CHECK ID\*\*\*\*  
 Address: 18 LEONARD CT ALAMEDA CA, 94502-0000  
 Phone: 4153366188

### Appointment Details:

Appointment Date	Appointment AM/PM	Appointment Code	Appointment Type	Description	Time Slots
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### Inspection Details:

Activity Date	Inspector	Inspection Description	Inspection Status
9/11/2014	Daniel Ortega	FINAL MECHANICAL INSPECTION	CORRECTION NOTICE
6/23/2014	Jason Buckley	FINAL MECHANICAL INSPECTION APPRVED	ROUGH IN FLUES/VENTS/FURNACE APPROVED

For information, or to schedule an inspection, call 558-6570 between 8:30 am and 3:00 pm.

# Welcome to our Permit / Complaint Tracking System!

## Plumbing Permit Details Report

**Report Date:** 11/27/2021 3:51:10 PM

Application Number: PP20140617589

Address(es): 5619 /057 :133 ELSIE ST

Description: **INSTALL NEW SPRINKLER SYSTEM PER NFPA 13D INCLUDE UNDERGROUND.**

Stage:

Action Date	Stage	Comments
6/13/2015	EXPIRED	Auto expire
6/17/2014	ISSUED	
6/17/2014	<b>FILED</b>	

### Contractor Details:

License Number: 901895

Name: JOBEEN TSANG

Company Name: **MAGNUM CONSTRUCTION GROUP INC**

Address: P O BOX 4045 FOSTER CITY CA, 94404-0000

Phone: 4158062788

### Appointment Details:

Appointment Date	Appointment AM/PM	Appointment Code	Appointment Type	Description	Time Slots
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### Inspection Details:

Activity Date	Inspector	Inspection Description	Inspection Status
---------------	-----------	------------------------	-------------------

For information, or to schedule an inspection, call 558-6570 between 8:30 am and 3:00 pm.

[Online Permit and Complaint Tracking](#) home page.

### Technical Support for Online Services

If you need help or have a question about this service, please visit our [FAQ area](#).

# Welcome to our Permit / Complaint Tracking System!

## Plumbing Permit Details Report

Report Date: 12/6/2021 1:47:11 PM

Application Number: PP20140523987

Address(es): 5619 /057 : 133 ELSIE ST

Description: NEW CONSTRUCTION PLUMBING; ALL FLOORS: NEW BATHROOMS, KITCHEN, GAS PIPE.

Stage:

Action Date	Stage	Comments
5/19/2015	EXPIRED	Auto expire
5/23/2014	ISSUED	
5/23/2014	FILED	

### Contractor Details:

License Number: 420893  
 Name: ARWIN FUYU HO  
 Company Name: NEW ERA CONSTRUCTION CO. \*\*\*CHECK ID\*\*\*  
 Address: 18 LEONARD CT ALAMEDA CA, 94502-0000  
 Phone: 4153366188

### Appointment Details:

Appointment Date	Appointment AM/PM	Appointment Code	Appointment Type	Description	Time Slots
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### Inspection Details:

Activity Date	Inspector	Inspection Description	Inspection Status
9/11/2014	Daniel Ortega	FINAL PLUMBING INSPECTION	CORRECTION NOTICE
7/14/2014	Jason Buckley	SHOWER PAN INSTALLATION	SHOWER PAN INSTALLATION APPROVED
6/23/2014	Jason Buckley	ROUGH IN PLUMBING	ROUGH IN PLUMBING APPROVED

For information, or to schedule an inspection, call 558-6570 between 8:30 am and 3:00 pm.

# Welcome to our Permit / Complaint Tracking System!

Below is a list of all agents for the selected permit, along with their roles on the project.

Permit Number: 200603015694

	<u>Firm Name</u> ▼	<u>Agent Name</u>	<u>Role</u>	<u>From</u>	<u>To</u>
<a href="#">Info</a>	OWNER	OWNER OWNER	CONTRACTOR	12/2/2013	
<a href="#">Info</a>	LEVY ART ARCHITECTURE	SUSIE DOUGLAS	ARCHITECT	3/1/2006	
<a href="#">Info</a>		ROSS LEVY	ARCHITECT	12/11/2012	
<a href="#">Info</a>		KEN CEREGHINO	AUTHORIZED AGENT-OTHERS	12/11/2012	

# Welcome to our Permit / Complaint Tracking System!

## Permit Details Report

**Report Date:** 11/27/2021 12:54:09 PM

Application Number: 200603015694  
 Form Number: 2  
 Address(es): 5619/057 /0 133 ELSIE ST  
 Description: ERECT 3 STORY, NO BASEMENT, SINGLE FAMILY DWELLING.  
 Cost: \$700,000.00  
 Occupancy Code: R-3  
 Building Use: 27 - 1 FAMILY DWELLING

## Disposition / Stage:

Action Date	Stage	Comments
3/1/2006	TRIAGE	
3/1/2006	FILING	
3/1/2006	FILED	
11/5/2007	PLANCHECK	
12/7/2009	APPROVED	
10/21/2011	CANCELLED	Cancelled per section 106A.3.7
12/11/2012	REINSTATED	REINSTATED TO MAKE DUPLICATION PA FOR ISSUING. CANCELLED IN ERROR. WF
7/24/2013	PLANCHECK	
10/22/2013	APPROVED	
12/2/2013	ISSUED	
4/9/2014	SUSPEND	Per Robert Cheung's request on 4/7/2014



4/18/2014	REINSTATED	Per Robert Cheung's request on 4/18/2014
10/16/2014	COMPLETE	2277277 Final Inspection/Approved
10/23/2014	COMPLETE	CFC Issued

**Contact Details:**

**Contractor Details:**

License Number: OWN  
Name: OWNER OWNER  
Company Name: OWNER  
Address: OWNER \* OWNER CA 00000-0000  
Phone:

**Addenda Details:**

**Description:SITE PERMIT (PCD PROJECT)**

Step	Station	Arrive	Start	In Hold	Out Hold	Finish	Checked By	Hold Description
1	CPB	3/1/06	3/1/06			3/1/06	YU ANNE	
2	CP-NP	8/30/06	10/4/06			10/4/06	DURANDET KIMBERLY	Sec. 311 mailed 8/30/06, exp 9/29/06.
2	CP-ZOC	3/1/06	5/2/06			10/4/06	DURANDET KIMBERLY	approved addendum
3	ONE-STOP	10/5/06	1/10/07			1/10/07	OMOKARO ERIC	Awaiting client to submit docs since 10/25. Client requested extension to submit docs Dec 06. Client to submit docs 200509163113
4	PAD-MECH	1/10/07	1/11/07			1/11/07	SHAIKH MOHSIN	
4	PAD-MAJ	1/10/07	2/13/07			8/2/07	CHUN ROBERT	
4	DPW-BSM	1/10/07	3/2/07			10/22/07	GAIME BERHANE	Subject to all conditions of DPW/BSM SI #07IE-0224, and MSE #07MSE-0205, Pre-construction site meeting and DPW/BSM sign of is required.
5	SFPUC	8/21/07	8/21/07			8/21/07	SZU-WHITNEY MONICA	Return to BSM. Re-assessed on 11/24/08 for new rates effective 07/01/2008. Returned plans/appl. to CPB - 12/05/08.
6	CPB	10/25/07	10/25/07			10/25/07	YAN BRENDA	CITY PLANNER NEED TO SIGN OFF ON ADDENDUM CARD AND IN THE COMPUTER. SEND BACK TO DCP ON 10/25/07 BY BYAN. SFUSD & SAFETY PERMIT REQ. APPROV BY BYAN.
7	ADMIN	10/24/11	10/24/11			10/24/11	YU ANNE	09/28/11:NOC ISSUED 09/30/11. CANCELS ON 10/21/11. A/P IN ADMINISTRATION HOLDBIN.AY 10/24/11:Application and plans cancelled 10/21/11 per section 106A.3.7.ay
8	CP-ZOC	10/26/07	11/1/07			11/1/07	DURANDET KIMBERLY	approved
9	CPB	11/5/07	11/5/07			11/5/07	LEE ANITA	REMOVE THE APPROVAL ROUTE TO PPC ALONG WITH S-1 & 4 SETS OF PLANS FOR FIRE PER SIMON 10/20/09 ANITA
10	PPC	10/20/09	10/21/09			10/21/09	ELLA CORAZON	10-21-09: REROUTE TO SFFD/REVIEW NEW BLDG (S1 TRAVELLING W/ SITE). CE 10-21-09: ROUTE TO CPB. CE
11	SFFD	10/21/09	10/21/09			10/21/09	GUITRON BRUCE	
12	CPB	10/21/09	12/7/09			12/7/09	YAN BRENDA	SFUSD & SAFETY PERMIT REQ. APPROV BY BYAN. TOTAL AMOUNT DUE \$8142.29. BYAN 12/7/2009.
13	CP-ZOC	2/21/13	6/7/13			6/7/13	FU BEN	12/11/12: PA REINSTATED FOR SIGNATURE AGAIN. WF
14	CP-NP	4/10/13	5/8/13			5/8/13	FU BEN	Mailed 311 Notice 5/1/13; Expired 5/31/13 (Vlad)

15	BLDG	8/29/13	8/29/13			8/29/13	CHUN ROBERT	
15	BLDG	6/7/13	7/17/13	7/17/13		8/9/13	LIN EMILY	Gave plan to Robert Chun since he was the original plan checker.
15	BLDG	8/9/13	8/9/13			8/9/13	LIN EMILY	Gave plan to Rober Chun.
16	DPW-BSM	8/29/13	8/30/13			8/30/13	CY LIONGTIAN	Subject to all conditions of DPW/BSM SI #07IE-0224, and MSE #07MSE-0205, Pre-construction site meeting and DPW/BSM sign of is required.
17	SFFD	9/4/13	9/10/13			9/10/13	HAYES JANICE	N/A No change from previous review for fire flow fire dept access. 09/10/13jh
18	SFPUC	9/12/13	9/26/13			9/26/13	SZU-WHITNEY MONICA	Permit has been assessed a Capacity Charge. 50% paid with permit fees; balance due within 12 months of permit issued date. See Invoice attached to application. Re-assessed 09/25/2013 for new rates effective 07/01/2013. Permit Application was approved, then cancelled. SFPUC was not able to input the revised capacity charge amount in the first payment, therefore the balance is added onto the 2nd payment of the capacity charge which will be billed and collected by SFPUC directly. Route to PPC - 09/26/13.
19	DPW-BSM	9/26/13	9/26/13			9/26/13	CY LIONGTIAN	Subject to all conditions of DPW/BSM SI #07IE-0224, and MSE #07MSE-0205, Pre-construction site meeting and DPW/BSM sign of is required.
20	BLDG	10/10/13	10/11/13			10/11/13	CHUN ROBERT	
21	PPC	9/27/13	9/27/13			9/27/13	SAMARASINGHE GILES	10/11/13: to CPB.grs 10/10/13: to E. Lin for SFUSD form.grs 9/27/13: to CPB.grs 9/26/13: to BSM to stamp plans (traveled with S1).grs 9/12/13: Revised plans need PUC and BSM restamping. To BSM. Traveling with S1 set.grs 9/4/13: to SFFD; snt. 9/3/13: to BSM to sign site application. Traveled with S1 set.grs 8/29/13: to BSM with S1 set.grs
22	CPB	9/27/13	10/2/13			12/2/13	CHAN AMARIS	11/18/13: Notice of Cancellation Letter Sent.Cancel Date:12/9/13 (If customer pays issuance fee on 12/4/13 do not have to pay for extension fee.) 2nd Extension \$644.25 plus 2% technology fee.ay 10/22/13: approved. SFUSD req'd. travelling together w/ S1. gs 10/16/13: Extension Paid. New Cancel Date: 12/4/13.ay 10/10/13: route to PPC. need SFUSD form on Site pln. gs 10/2/13: Site approved. need to pay EXT fee. contractor not selected yet. Site attached to S1. gs 10/2/13: route to Anne Yu for EXT. gs 10/2/13: Notice of Cancellation Letter Sent.Cancel Date:10/23/13. Extension \$3,865.50 plus 2% tech fee. (Extension Fee Required for 2008,2009,2010,2011,2012,and 2013.)ay

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

**Appointments:** None of the five DBI inspections were prescheduled!

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

Activity Date	Inspector	Inspection Description	Inspection Status
10/23/2014	Donald Simas	FINAL INSPECT/APPRVD	CFC ISSUED
10/16/2014	Donald Simas	FINAL INSPECT/APPRVD	REINSPECT REQUIRED
6/26/2014	Donald Simas	LATH, EXTERIOR	LATH, EXTERIOR

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**nspections:**



Activity Date	Inspector	Inspection Description	Inspection Status
6/24/2014	Donald Simas	ROUGH FRAME	ROUGH FRAME
5/5/2014	Donald Simas	REINFORCING STEEL	REINFORCING STEEL
<u>1 2</u>			

**Special Inspections:**

Addenda No.	Completed Date	Inspected By	Inspection Code	Description	Remarks
0	10/16/2014	CBLACKSH	1	CONCRETE (PLACEMENT & SAMPLING)	Reviewed & approved by Insp Tam Chiu
0	10/16/2014	CBLACKSH	5B5	MOMENT-RESISTING FRAMES	Reviewed & approved by Insp Tam Chiu
0	10/16/2014	CBLACKSH	20	HOLDOWNS	Reviewed & approved by Insp Tam Chiu
0	10/16/2014	CBLACKSH	13	SPECIAL GRADING, EXCAVATION AND FILLING (GEO. ENGINEERED)	Reviewed & approved by Insp Tam Chiu
0	10/16/2014	CBLACKSH	19	SHEAR WALLS AND FLOOR SYSTEMS USED AS SHEAR DIAPHRAGMS	Reviewed & approved by Insp Tam Chiu
0	9/25/2014	CCHIU	5A1	SINGLE PASS FILLET WELDS < 5/16"	

For information, or to schedule an inspection, call 628-652-3400 between 8:30 am and 3:00 pm.

[Online Permit and Complaint Tracking](#) home page.

## Welcome to our Permit / Complaint Tracking System!

### Permit Addenda Details Report

Report Date: 11/27/2021 3:36:56 PM

Application Number: 200603015694

Form Number: 2

Address(es): [REDACTED]  
5619 / 057 / 0 133 ELSIE ST

Description: ERECT 3 STORY, NO BASEMENT, SINGLE FAMILY DWELLING.

Cost: \$700,000.00

Occupancy Code: R-3

Building Use:

27 - 1 FAMILY DWELLING

Disposition / Stage:

Action Date	Stage	Comments
10/24/2011	Cancelled	
6/10/2013	App Reinstated	
12/2/2013	ISSUED	

Contact Details:

Contractor Details:

License Number: OWN  
 Name: OWNER OWNER  
 Company Name: OWNER  
 Address: OWNER \* OWNER CA 00000-0000  
 Phone:

Addenda Details:

Description: FINAL - PCD PROJECT ERIC OMOKARO/SEA

Step	Station	Arrive	Start	In Hold	Out Hold	Finish	Checked By	Hold Description
1	PAD-MECH	8/2/07	8/13/07			8/13/07	ZHAN JAMES	to CPB
1	CP-ZOC	1/10/07	11/1/07			11/1/07	DURANDET KIMBERLY	
2	PAD-MAJ	1/10/07	3/1/07	3/2/07		8/2/07	CHUN ROBERT	
2	PAD-MECH	1/10/07	1/11/07			1/11/07	SHAIKH MOHSIN	To PCD
2	DPW-BSM	1/10/07	3/2/07			10/22/07	GAIME BERHANE	Subject to all conditions of DPW/BSM SI #07IE-0224, and MSE #07MSE-0205, Pre-construction site meeting and DPW/BSM sign of is required.
4	SFPUC	8/21/07	8/21/07			8/21/07	SZU-WHITNEY MONICA	Return to BSM
5	ADMIN	10/24/11	10/24/11			10/24/11	YU ANNE	10/24/11: Addendum and plans cancelled 10/21/11.ay
6	CPB	10/25/07	11/5/07			11/5/07	YAN BRENDA	ADDENDUM ATTACH W/ SITE, 12/7/09 BYAN.
7	CP-ZOC	6/7/13	6/7/13			6/7/13	FU BEN	12/11/12: ADDENDUM CANCEL IN ERROR. PLEASE SIGN AGAIN. WF
8	BLDG	8/9/13	8/9/13			8/9/13	LIN EMILY	Gave plan to Robert Chun.
8	BLDG	6/7/13	7/17/13	7/17/13		8/9/13	LIN EMILY	Gave plan to Robert Chun since he was the original plan checker.
8	BLDG	8/29/13	8/29/13			8/29/13	CHUN ROBERT	
9	SFFD	9/9/13	9/12/13			9/12/13	HAYES JANICE	n/a - see addendum card.grs
10	DPW-BSM	8/29/13	8/30/13			8/30/13	CY LIONGTIAN	8-30-13 Subject to all conditions of DPW/BSM SI #07IE-0224, and MSE #07MSE-0205, Pre-construction site meeting and DPW/BSM sign of is required.
11	SFPUC	9/12/13	9/26/13			9/26/13	SZU-WHITNEY MONICA	Permit has been assessed a Capacity Charge. 50% paid with permit fees; balance due within 12 months of permit issued date. See Invoice attached to application. Re-assessed 09/25/2013 for new rates effective 07/01/2013. Permit Application was approved, then cancelled. SFPUC was not able to input the revised capacity charge amount in the first payment, therefore the balance is added onto the 2nd payment of the capacity charge which will be billed and collected by SFPUC directly. Route to PPC - 09/26/13.
12	DPW-BSM	9/26/13	9/27/13			9/27/13	CY LIONGTIAN	
13	MECH	9/27/13	9/27/13			9/27/13	ZHAN JAMES	
14	PPC	9/27/13	9/27/13			9/27/13	SAMARASINGHE GILES	9/27/13: to CPB.grs 9/27/13: to J. Zhan to sign addendum card.grs 9/26/13: to BSM to sign plans

								(traveled with S set). gfrs 9/12/13: to PUC with S set. gfrs 9/4/13: traveled with site permit to SFFD; snt. 9/3/13: Traveled with Site permit to sign application. gfrs 8/29/13: to BSM with S set. gfrs
15	CPB	9/27/13	10/2/13			12/2/13	CHAN AMARIS	10/22/13: S1 approved. S1 attached to Site. gs

# Welcome to our Permit / Complaint Tracking System!

Below is a list of all agents for the selected permit, along with their roles on the project.

Permit Number: 201404183612

	<u>Firm Name</u> ▼	<u>Agent Name</u>	<u>Role</u>	<u>From</u>	<u>To</u>
<a href="#">Info</a>	SIA CONSULTING CORP	PEZHAMAN MOTEVASELLI	ENGINEER	4/18/2014	
<a href="#">Info</a>	O DONOGHUE CONSTRUCTION INC.	JOHN O DONOGHUE	CONTRACTOR	4/21/2014	

# Welcome to our Permit / Complaint Tracking System!

## Permit Details Report

**Report Date:** 11/27/2021 1:00:47 PM

Application Number: 201404183612  
 Form Number: 8  
 Address(es): 5619/057 /0 133 ELSIE ST  
 Description: REVISION TO 200603015694/s1 CHANGES TO FOUNDATION PLAN  
 Cost: \$1.00  
 Occupancy Code: R-3  
 Building Use: 27 - 1 FAMILY DWELLING

## Disposition / Stage:

Action Date	Stage	Comments
4/18/2014	TRIAGE	
4/18/2014	FILING	
4/18/2014	FILED	
4/21/2014	APPROVED	
4/21/2014	ISSUED	
10/23/2014	COMPLETE	Final Inspection/Approved

## Contact Details:

## Contractor Details:

License Number: 917704  
 Name: JOHN O DONOGHUE



Company Name: O DONOGHUE CONSTRUCTION INC.  
 Address: 755 VICTORIA ST \* SAN FRANCISCO CA 94127-0000  
 Phone:

**Addenda Details:**

**Description:**

Step	Station	Arrive	Start	In Hold	Out Hold	Finish	Checked By	Hold Description
1	INTAKE	4/18/14	4/18/14			4/18/14	BUFKA SUSAN	
2	BLDG	4/18/14	4/18/14			4/18/14	YIN DIANE	
3	CPB	4/21/14	4/21/14			4/21/14	PASION MAY	

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

**Appointments:**

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

Activity Date	Inspector	Inspection Description	Inspection Status
10/23/2014	Donald Simas	FINAL INSPECT/APPRVD	FINAL INSPECT/APPRVD
5/6/2014	Donald Simas	REINFORCING STEEL	REINFORCING STEEL

**Special Inspections:**

Addenda No.	Completed Date	Inspected By	Inspection Code	Description	Remarks
0	10/16/2014	YTCHIU	1	CONCRETE (PLACEMENT & SAMPLING)	J:Drive
0	10/16/2014	YTCHIU	2	BOLTS INSTALLED IN CONCRETE	
0	10/16/2014	YTCHIU	4	REINFORCING STEEL AND PRESTRESSING TENDONS	
0	10/16/2014	YTCHIU	24F	OTHERS	pile installation
0	10/16/2014	YTCHIU	12	SHOTCRETE	
0	10/16/2014	YTCHIU	20	HOLDOWNS	
0	10/16/2014	YTCHIU	24A	FOUNDATIONS	
0	10/16/2014	YTCHIU	11	PILING, DRILLED PIERS AND CAISSONS	

# Welcome to our Permit / Complaint Tracking System!

Below is a list of all agents for the selected permit, along with their roles on the project.

Permit Number: 201404082740

	<u>Firm Name</u> ▲	<u>Agent Name</u>	<u>Role</u>	<u>From</u>	<u>To</u>
<a href="#">Info</a>	O DONOGHUE CONSTRUCTION INC.	JOHN O DONOGHUE	CONTRACTOR	4/9/2014	

# Welcome to our Permit / Complaint Tracking System!

## Permit Details Report

**Report Date:** 11/27/2021 12:58:15 PM

Application Number: 201404082740

Form Number: 8

Address(es): 5619/057 /0 133 ELSIE ST

Description: REVISION TO the APPROVED SHORING PLAN WITH PERMIT AP #2O0603015694. SHORING WAS UNDER PREVIOUS PERMITS, ADDED COST OF PILES ARE \$17,000

Cost: \$17,000.00

Occupancy Code: R-3

Building Use: 27 - 1 FAMILY DWELLING

## Disposition / Stage:

Action Date	Stage	Comments
4/8/2014	TRIAGE	
4/8/2014	FILING	
4/8/2014	FILED	
4/9/2014	APPROVED	
4/9/2014	ISSUED	
10/23/2014	COMPLETE	Final Inspection/Approved

## Contact Details:

## Contractor Details:

License Number: 917704



Name: JOHN O DONOGHUE  
 Company Name: O DONOGHUE CONSTRUCTION INC.  
 Address: 755 VICTORIA ST \* SAN FRANCISCO CA 94127-0000  
 Phone:

**Addenda Details:**

**Description:**

Step	Station	Arrive	Start	In Hold	Out Hold	Finish	Checked By	Hold Description
1	INTAKE	4/8/14	4/8/14			4/8/14	BUFKA SUSAN	
2	BLDG	4/8/14	4/8/14			4/8/14	CHUN ROBERT	
3	PAD-STR	4/8/14	4/8/14			4/8/14	CHUN ROBERT	
4	CPB	4/9/14	4/9/14			4/9/14	GALIZA DELIA	

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

**Appointments:**

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

Activity Date	Inspector	Inspection Description	Inspection Status
10/23/2014	Donald Simas	FINAL INSPECT/APPRVD	FINAL INSPECT/APPRVD
4/22/2014	Sean Birmingham	REINFORCING STEEL	REINFORCING STEEL

**Special Inspections:** There are no special inspections on this shoring permit.

Addenda No.	Completed Date	Inspected By	Inspection Code	Description	Remarks
0			1	CONCRETE (PLACEMENT & SAMPLING)	J:Drive
0			4	REINFORCING STEEL AND PRESTRESSING TENDONS	reinforcing steel
0			21A	SHORING	
0			11	PILING, DRILLED PIERS AND CAISSONS	
0			13	SPECIAL GRADING, EXCAVATION AND FILLING (GEO. ENGINEERED)	

0			5A1	SINGLE PASS FILLET WELDS < 5/16"	
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For information, or to schedule an inspection, call 628-652-3400 between 8:30 am and 3:00 pm.