File No. 231187 **Committee Item No.** _____
Board Item No. 33

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: _____ **Date:** _____
Board of Supervisors Meeting **Date:** March 5, 2024

Cmte Board

☐	☐	**Motion**
☐	☐	**Resolution**
☐	☐	**Ordinance**
☐	☐	**Legislative Digest**
☐	☐	**Budget and Legislative Analyst Report**
☐	☐	**Youth Commission Report**
☐	☒	**Introduction Form**
☐	☐	**Department/Agency Cover Letter and/or Report**
☐	☐	**MOU**
☐	☐	**Grant Information Form**
☐	☐	**Grant Budget**
☐	☐	**Subcontract Budget**
☐	☐	**Contract/Agreement**
☐	☐	**Award Letter**
☐	☐	**Application**
☐	☐	**Public Correspondence**

OTHER

☐	☒	Appeal Letter 11/13/2023
☐	☒	Withdrawal Email 2/23/24
☐	☒	Continuance Confirmation Emails 11/21/23 and 1/24/24
☐	☒	PW Response 1/23/24
☐	☒	Tentative Map Application
☐	☒	Public Hearing Notice 12/1/2023
☐	☒	Clerical Documents
☐	☐	
☐	☐	
☐	☐	
☐	☐	

Prepared by: Jocelyn Wong **Date:** March 1, 2024
Prepared by: _____ **Date:** _____

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
2023 NOV 13 PM 4:47
BY AK

November 13, 2023

Clerk of the Board of Supervisors
1 Dr. Carlton B. Goodlett Place,
Room 244 San Francisco, CA 94102

Deepa Varma
1369 York Street
San Francisco, CA 94110

RE: **Letter of appeal of a Tentative Map approval of a 2 Lot Subdivision project**
parcel 1365-1371 York Street

APN: 4275-028
PID: 11200

To Whom it May Concern:

I am appealing the tentative parcel map and 11200.

I am a tenant at 1369 York Street, where I have lived with my partner for over 14 years. My home is part of a 4 unit lot that I share with my neighbors who are San Francisco natives, also of 14 years, and several tenants in the other units, including a family with small children.

I am appealing this proposed subdivision on three bases: Lack of notice, risk of displacement of myself and other tenants, and the long standing history of our home as a single lot, which includes a shared water meter as well as our beautiful shared garden of many years, which provides needed green space. I understand there may be other bases for appeal as well. I hope to amend this appeal, if so. Given the lack of notice I had for this subdivision, I am still researching the implications of this project, and hope that the board allows me every chance to voice my concerns as a long term tenant who is impacted by this change to my home.

Lack of Notice

I did not learn about either the subdivision application or approval until a few days ago, from a homeowner neighbor who received the notice, and happened to ask me about it when she saw me on the street. She gave me the document I am attaching, which was the first time I learned of the subdivision application. To my knowledge, none of the tenants at 1365-1371 have received any of these documents from either our landlord, Virginia Lopez, or the planning department. San Francisco Subdivision code §1313 names the notice requirements to neighboring property owners, and names that property owners within 300 feet of the tentative map, suggesting that this is a change that might impact them. It also states that the public and interested parties of each application for a Tentative Map should receive notice. As an

interested party actually living on the lot in question, I and the other tenants should have received notice, or at least been told of this proposed change.

Risk of Displacement and loss of Rent Controlled Units

Given the lack of communication from the landlord, or the planning department, I am not sure what the plans of the landlord are in seeking a subdivision. However, I am aware that a lot with one dwelling unit, or two dwelling units have less protections for tenants in San Francisco than one with four dwelling units.

Two unit buildings are exempt from condo conversion limitations, and are therefore attractive investments for would-be real estate speculators, as well as high income individuals who wish to buy and evict current tenants in order to move in themselves. I have personally known many long term tenants who have been displaced by owner move-in evictions, particularly from two unit buildings. Many of these owners never even actually moved in themselves, but used the process to make more money through a condo conversion. Given these risks, I want to at least have a chance to learn what is being planned for my home.

The Subdivision Code recognizes the "impact on the City's population and housing stock" of condo conversions *§1302(c)* and names that the protections and limitations that do exist are to "prevent the displacement of existing tenants" *§1302 (c)(3)* and to "To prevent the effective loss of the City's low or moderate income housing stock." *§1302(c)(7).*

The code covering subdivisions therefore clearly recognizes that subdivision can create displacement, and that displacement and loss of moderate income housing should be prevented. I am concerned about condo conversion if the lot size is changed, and I know that could mean my neighbors and I could lose our homes,

History as a single lot

From the time my partner and I moved into our home in 2009, we have shared a garden, a breezeway, and a water meter with our neighbors in 1365, 1367, and 1371. The lot has two buildings on it, with two units each, but we have been told by our neighbors who have lived in the neighborhood all their lives, that the buildings were once connected, and were owned together even before they were purchased by our landlord in the 1980's.

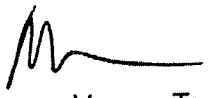
To my knowledge, through that time there has been a shared water meter, and we each pay a fixed rate for water each month. We know that if the lot is divided, an entirely new (and unnecessary) system would need to be put in place, and we could have financial impacts immediately from this.

These units were built in 1930, according to the assessor's records. The backyard has mature fruit trees that have been here for at least two decades, including a lemon tree, a fig tree, and an apricot tree that bears the most incredible apricots I have ever tasted. My

neighbors and I have tended the backyard for 14 years together. We grow vegetables, flowers, and watch hummingbirds, bees, and other pollinators also thrive in the space we play backyard games with our neighbors' nieces and nephews and friends (several of them are from San Francisco originally and have extended family in the city). We play music and make art in this space in a time where there is less and less space for culture in the city. I am worried that all of this would be lost in the division of the land, a division which would benefit no one who actually lives here and uses the space.

We love our home and our neighborhood, and hope that the planning department supports the ability for tenants to stay in homes they can afford.

Thank you for your time,



Deepa Varma, Tenant, 1369 York Street

ATTACHED:

A. Notification Letter
B. Tentative Map Decision from the Department of Public Works
C. Check for $402.00

Additional Evidence, if any will be provided as soon as it is collected.

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
2023 NOV 13 PM 4:47
BY Ak

SAN FRANCISCO PUBLIC WORKS

London N. Breed
Mayor

Carla Short
Acting Director

Nicolas Huff
Bureau of Street-Use and Mapping Manager

Office of the
City and County Surveyor

Street-Use and Mapping
49 South Van Ness Ave.,
Suite 300,
San Francisco, CA 94103
Phone: (628) 271-2000

sfpublicworks.org
facebook.com/sfpublicworks
twitter.com/sfpublicworks

Date: Nov 1, 2023
PID: 11200

THIS IS NOT A BILL.

This is a notice regarding the approval of a subdivision of real property at the following location:

Address: 1365-1371 York Street
APN: 4275-028

Public Works has approved Tentative Parcel Map and 11200, being a 2 Lot Subdivision project on stated parcel.

This notification letter is to inform you of your right to appeal this Tentative Map approval. If you would like to file an appeal of this approval, you must do so in writing with the Clerk of the Board of Supervisors within ten (10) days of the date of this letter along with a check in the amount of $402.00, payable to SF Public Works.

The Clerk of the Board is located at:

City Hall of San Francisco
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102
(415) 554-5184
http://sfbos.org/

Additional information for filing an appeal may be found at the Board of Supervisor's website, under the "Tentative Subdivision Map" link:
http://sfbos.org/appeal-information

For specific information about property history, zoning, planning applications, building permits, and more, please visit the Department of City Planning's website:
http://propertymap.sfplanning.org/

If you have any further questions on this matter, our email address is:
Subdivision.Mapping@sfdpw.org.

Sincerely,

KATHARINE S. ANDERSON, PLS 8499
CITY AND COUNTY SURVEYOR
CITY AND COUNTY OF SAN FRANCISCO

BY: Jacob F. Rems
JACOB F. REMS, PLS 4636
CHIEF SURVEYOR

City and County of San Francisco
San Francisco Public Works - Bureau of Street Use and Mapping
49 South Van Ness Ave, Suite 300 - San Francisco, CA 94103
sfpublicworks.org - tel (628) 271-2000

Date: Aug 11, 2022

TENTATIVE MAP DECISION

Department of City Planning
49 South Van Ness Avenue
14th Floor, Suite 1400
San Francisco, CA 94103

Project ID:	11200		
Project Type:	2 Lot Subdivision		
Address#	**StreetName**	**Block**	**Lot**
1365 - 1371	YORK ST	4275	028
Tentative Map Referral			

Attention: Mr. Corey Teague.

Please review* and respond to this referral within 30 days in accordance with the Subdivision Map Act.

(**In the course of review by City agencies, any discovered items of concern should be brought to the attention of Public Works for consideration.*)

Sincerely,

William Blackwell Jr Digitally signed by William Blackwell Jr
Date: 2022.08.11 12:49:28 -07'00'

William Blackwell, PLS Acting City and
County Surveyor

[✔] The subject Tentative Map has been reviewed by the Planning Department and does comply with applicable provisions of the Planning Code. On balance, the Tentative Map is consistent with the General Plan and the Priority Policies of Planning Code Section 101.1 based on the attached findings. The subject referral is exempt from California Environmental Quality Act (CEQA) environmental review as categorically exempt Class 15, CEQA Determination Date 27.Oct.23, based on the attached checklist.

[ ] The subject Tentative Map has been reviewed by the Planning Department and does comply with applicable provisions of the Planning Code subject to the attached conditions.

[ ] The subject Tentative Map has been reviewed by the Planning Department and does not comply with applicable provisions of the Planning Code due to the following reason(s):

PLANNING DEPARTMENT

Signed Claire Feeney Digitally signed by Claire Feeney
Date: 2023.10.27 11:53:00 -07'00' Date 27.Oct.23

Planner's Name Claire Feeney
for, Corey Teague, Zoning Administrator

DEEPA A VARMA

255

11-7650/3210

11/13/23
Date

Pay to the Order of Department of Public Works $ 402.00

Four hundred and two and 00/100 Dollars

Photo Safe Deposit® Details on back

SF Fire Credit Union
3201 California Street
San Francisco, CA 94118-1903
(888) 499 FIRE www.sffirecu.org

For appeal PID 11200

MP

Harland Clarke

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
2023 NOV 13 PM 4:47
BY AK

From:	Deepa Varma
To:	BOS Legislation, (BOS); "Virginia Lopez"; "Barry Pierce (bpierce@transamericanengineers.com)"
Cc:	PEARSON, ANNE (CAT); TOM, CHRISTOPHER (CAT); CROSSMAN, BRIAN (CAT); YANG, AUSTIN (CAT); Short, Carla (DPW); Schneider, Ian (DPW); Anderson, Kate (DPW); Tse, Bernie (DPW); Crooms, Michael (DPW); Gibson, Lisa (CPC); Jain, Devyani (CPC); Navarrete, Joy (CPC); Switzky, Joshua (CPC); Teague, Corey (CPC); Tam, Tina (CPC); Sider, Dan (CPC); Starr, Aaron (CPC); Watty, Elizabeth (CPC); Calvillo, Angela (BOS); Somera, Alisa (BOS); Mchugh, Eileen (BOS); Herrera, Ana (BOS); Ronen, Hillary (BOS)
Subject:	RE: CONTINUANCE OF HEARING: Appeal of Tentative Map - 1365-1371 York Street - Appeal Hearing on January 30, 2024
Date:	Friday, February 23, 2024 11:47:30 AM
Attachments:	image001.png

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Hi all. My Landlord and I have reached an agreement and I am withdrawing this appeal. Please let me know if I need to do anything further. Thanks all,

Deepa Varma

From: BOS Legislation, (BOS) <bos.legislation@sfgov.org>
Sent: Thursday, January 25, 2024 9:51 AM
To: Deepa Varma <deepa@tenantstogether.org>; 'Virginia Lopez' <lopezvirginia333@gmail.com>; 'Barry Pierce (bpierce@transamericanengineers.com)' <bpierce@transamericanengineers.com>
Cc: PEARSON, ANNE (CAT) <Anne.Pearson@sfcityatty.org>; TOM, CHRISTOPHER (CAT) <Christopher.Tom@sfcityatty.org>; CROSSMAN, BRIAN (CAT) <Brian.Crossman@sfcityatty.org>; YANG, AUSTIN (CAT) <Austin.Yang@sfcityatty.org>; Short, Carla (DPW) <Carla.Short@sfdpw.org>; Schneider, Ian (DPW) <ian.schneider@sfdpw.org>; Anderson, Kate (DPW) <katharine.anderson@sfdpw.org>; Tse, Bernie (DPW) <bernie.tse@sfdpw.org>; Crooms, Michael (DPW) <michael.crooms@sfdpw.org>; Gibson, Lisa (CPC) <lisa.gibson@sfgov.org>; Jain, Devyani (CPC) <devyani.jain@sfgov.org>; Navarrete, Joy (CPC) <joy.navarrete@sfgov.org>; Switzky, Joshua (CPC) <joshua.switzky@sfgov.org>; Teague, Corey (CPC) <corey.teague@sfgov.org>; Tam, Tina (CPC) <tina.tam@sfgov.org>; Sider, Dan (CPC) <dan.sider@sfgov.org>; Starr, Aaron (CPC) <aaron.starr@sfgov.org>; Watty, Elizabeth (CPC) <elizabeth.watty@sfgov.org>; BOS-Supervisors <bos-supervisors@sfgov.org>; BOS-Legislative Aides <bos-legislative_aides@sfgov.org>; Calvillo, Angela (BOS) <angela.calvillo@sfgov.org>; Somera, Alisa (BOS) <alisa.somera@sfgov.org>; Mchugh, Eileen (BOS) <eileen.e.mchugh@sfgov.org>; BOS Legislation, (BOS) <bos.legislation@sfgov.org>
Subject: CONTINUANCE OF HEARING: Appeal of Tentative Map - 1365-1371 York Street - Appeal Hearing on January 30, 2024

Hello,

This email is being sent to notify you that on January 30, 2024, the Board is anticipated to entertain a motion to continue this appeal hearing to the meeting of March 5, 2024. If a motion is made to continue this matter, on January 30, 2024, public comment will be taken on the *continuance* of the hearing; the full discussion and public comment for the appeal will be considered at the March 5,

2024, meeting.

Please do not hesitate to contact our office with any questions, and I invite you to review the entire matter on our Legislative Research Center by following the link below:

Board of Supervisors File No. 231187

Regards,

Lisa Lew
San Francisco Board of Supervisors
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102
T 415-554-7718 | F 415-554-5163
lisa.lew@sfgov.org | www.sfbos.org

(VIRTUAL APPOINTMENTS) To schedule a "virtual" meeting with me (on Microsoft Teams), please ask and I can answer your questions in real time.

 Click here to complete a Board of Supervisors Customer Service Satisfaction form

The Legislative Research Center provides 24-hour access to Board of Supervisors legislation, and archived matters since August 1998.

Disclosures: *Personal information that is provided in communications to the Board of Supervisors is subject to disclosure under the California Public Records Act and the San Francisco Sunshine Ordinance. Personal information provided will not be redacted. Members of the public are not required to provide personal identifying information when they communicate with the Board of Supervisors and its committees. All written or oral communications that members of the public submit to the Clerk's Office regarding pending legislation or hearings will be made available to all members of the public for inspection and copying. The Clerk's Office does not redact any information from these submissions. This means that personal information—including names, phone numbers, addresses and similar information that a member of the public elects to submit to the Board and its committees—may appear on the Board of Supervisors' website or in other public documents that members of the public may inspect or copy.*

San Francisco Planning

49 South Van Ness Avenue, Suite 1400
San Francisco, CA 94103
628.652.7600
www.sfplanning.org

Subdivision Appeal
1365-1371 York Street

DATE:	January 23, 2024
TO:	Carla Short, Director, Department of Public Works
FROM:	Aaron Starr, Manager of Legislative Affairs – Planning Department (628) 652-7600 Clair Feeney, Case Planner – Planning Department (628) 652-7313
RE:	Board File No. 231187, Planning Case No. 2022-007843SUB Appeal of Subdivision for 1365-1371 York Street
HEARING DATE:	January 30, 2024
APPELLANTS:	Deepa A Varma 1369 York Street, SF, CA 94110

INTRODUCTION

This memorandum and the attached documents are a response to the letters of appeal to the Board of Supervisors ("Board") regarding the Planning Department's ("Department") approval of the application for a two-lot subdivision under Planning Department Case Number 2022-007843SUB pursuant to Planning Code Section 121, 130, 132, 134, and 209.1. This memorandum addresses the appeal to the Board, filed on November 13, 2023, by Deepa Varma, who resides at subject property.

SITE DESCRIPTION & PRESENT USE

The subject property is zoned RH-2 (Residential, House, Two Family), and located in a 40X height and Bulk Districts. It is located on the east side of York Street, between 25th and 26th Streets, and is 50' by 100'. The subject property contains two separate buildings, both constructed in 1930 as "twin" buildings. The two buildings contain two stories over a garage and have a raised tunnel entry. The Department determined the two buildings are not historic resources through historic survey results.

SURROUNDING PROPERTIES AND NEIGHBORHOOD

The subject property is located within a residential neighborhood that is primarily made up of one- and two-unit buildings. Across the street is a property that contains an industrial building, which has an approved permit to demolish the existing building and construct a three-unit building.

PROJECT DESCRIPTION

The proposed subdivision would divide the lot into two code-complying lots. As a result, each lot would be 25' wide by 100' deep and each lot would contain one, two-unit building.

APPELLANT ISSUES AND PLANNING DEPARTMENT RESPONSES

Lack of Notice

Planning Department procedures do not require public notice for code-compliant Department of Public Works (DPW) referrals, including subdivisions, condo conversions, and lot line adjustments. Subdivision applications are not subject to any Planning Code notification requirements. The subdivision application for 1365 York (2022-007843SUB) is code-compliant and was processed correctly by the Department. The Department defers to DPW for their procedures.

Risk of Displacement and Loss of Rent Controlled Units

Subdivision applications do not require review of tenancy records or property occupancy status. Tenancy, rent control, and eviction protections are not within the jurisdiction of the Department. As a four-unit property that was constructed in 1930, the property is likely subject to both price controls and eviction protections as stipulated in the Rent Stabilization and Arbitration Ordinance. If these buildings are subject to the Rent Stabilization and Arbitration Ordinance, they would be under the jurisdiction of the Rent Board.

A subdivision application is not an application to convert rental housing units to condominiums. If a condo conversion application is submitted for the subject property, it will be reviewed in accordance with all required procedures and Planning Code requirements. For a two-dwelling-unit property (such as both parcels created by the 1365 York Street Subdivision) to convert to condominiums, the units must be owner occupied. The new parcels created by this subdivision application would not be eligible for condo conversions until the dwelling units have been owner-occupied for at least a year.

SUMMARY RESPONSE

The subject Tentative Map was reviewed by the Planning Department and does comply with applicable provisions of the Planning Code. On balance, the Tentative Map is consistent with the General Plan and the Priority Policies of Planning Code Section 101.1. The subject referral is exempt from California Environmental Quality Act (CEQA) environmental review as categorically exempt Class 15 based on the information provided. Regarding the appellant's basis for appeal, there is no Planning Code noticing requirement for lot line adjustments; therefore, there was no lack of notice on the part of the Planning Department. Lastly, a lot-subdivision application is not an application to convert rental housing units to condominiums. The appellant's concern regarding the risk of displacement is speculative and outside of the actual action of this application.

CONCLUSION

For the reasons stated in this document the Department recommends that the Board uphold the Department's decision in approving the Tentative Parcel Map approval.

Katharine S. Anderson, PLS, City and County Surveyor | Bureau of Street-Use & Mapping
subdivisions.mapping@sfdpw.org | T. 628-271-2000 | 49 South Van Ness Ave. 9th Floor, San Francisco, CA 94103

January 23, 2024

Subject: File No. 231187 – Tentative Map Appeal – 1365-1371 York Street
APN: 4275-028
DPW Project ID: 11200

Dear Ms. Calvillo and members of the Board of Supervisors,

The Department of Public Works ("Department") issues this letter in response to the letter from Deepa Varma, dated November 13, 2023, appealing the Tentative Parcel Map approval of a 2-lot subdivision project (also referred to as a "lot split") for the above-referenced property. The subject lot split application was properly reviewed and approved.

The subject subdivision application pertains to Assessor's Lot 028, in Assessor's Block 4275, which is 50' wide by 100' deep. There are two existing buildings on the lot, with each building comprised of two residential units. The separation between the two buildings is approximately 4.7'. Attached to this letter is the Tentative Parcel Map, which describes the proposed lot split as a "two lot subdivision" and depicts the proposed new lot line positioned to result in two 25' wide parcels, each totaling 2,500 square feet, which is the standard lotting pattern in many San Francisco neighborhoods, including this one.

Below is a summary of the project timeline.

- April 26, 2022: The Office of the County Surveyor received a Parcel Map Subdivision Application for the above-referenced property. The application submitted to our office is for a lot split (dividing a single lot into two lots). This proposed subdivision does not include or contemplate a conversion of any residential dwelling unit(s) into a condominium. A condominium conversion, which converts separate dwelling units into 2 or more condominiums is a separate and distinct application with different requirements.
- August 11, 2022: The application was deemed submittable, which means all the required elements of the application were satisfactorily received by our office; then Acting County Surveyor William Blackwell, PLS, referred the subdivision application to the Department of City Planning (DCP) and the Department of Building Inspection (DBI).
- May 30, 2023: The Department of Building Inspection issued its conditional approval of the subdivision.
- October 27, 2023: The Department of City Planning issued its approval of the subdivision.
- November 1, 2023: Chief Surveyor Jacob Rems issued Tentative Parcel Map approval on behalf of Katharine S. Anderson, City and County Surveyor, subject to compliance with any conditions from DBI and DCP (if applicable).

Pursuant to Section 1313(d)(1) of the San Francisco Subdivision Code, the Office of the County Surveyor gave notice of the Tentative Parcel Map Approval as required under the Subdivision Code to: "[a] list of the names, assessor's lot and block numbers and mailing addresses of all those shown in the

last equalized assessment roll as owning property within 300 feet of the property proposed to be subdivided."

The Subdivision Code does not require the Department to notify non-owning tenants of lot split applications. The Subdivision Code only requires notice to non-owning tenants for condominium conversions. As stated above, the subdivision on appeal is not a condominium conversion. While the Subdivision Code Section 1313(a) does require that notice be sent to any person who has filed a written request for notice with the Director's office, the appellant in this case did not request such notice. Furthermore, the appellant was not harmed by not receiving notice, because they were still able to appeal the project, which now is pending before the Board of Supervisors on January 30, 2024 following the Board's continuance of the appeal, which was originally scheduled to be heard on December 12, 2023.

There is no evidence to support that any portion of the buildings are to be subdivided, nor is there any evidence to support potential displacement of any residents. As stated above, the conversion of dwelling units to condominiums is a distinct and different application for an entirely different type of subdivision, and should not be confused with a lot split. The appellant's concern regarding the "risk of displacement and loss of rent controlled units" is speculative and outside of the scope of the actual subdivision application in question. If an application for condominium conversion is submitted to the Office of the County Surveyor at some point in the future, the tenants, in accordance with the Subdivision Code, will receive notice of any tentative subdivision map decision that the County Surveyor makes regarding a condominium conversion.

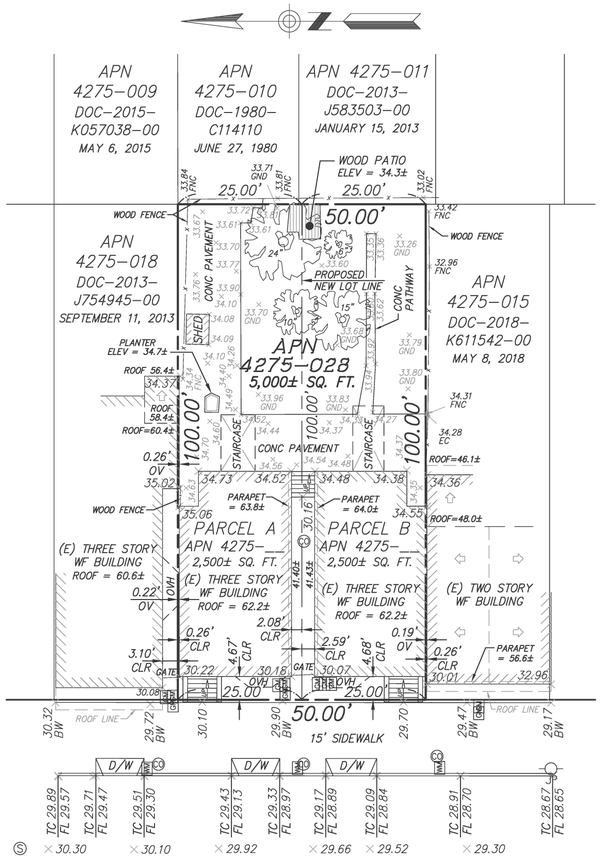
Section 66474 of the Subdivision Map Act, entitled "Tentative or Parcel Map; Grounds for Denial," lists seven findings a legislative body of a city or county can make to deny the approval of a Tentative Parcel Map. Following my office's review of the subdivision application in question, I have determined that there are no grounds for denial of this subdivision application under Section 66474 of the Subdivision Map Act.

In conclusion, the appeal in question fails to identify any violations of City or State law related to the subdivision application that could be grounds for denying the lot split or reversing the approval of the subdivision application.

Thank you,

K. Anderson

Katharine S. Anderson, PLS #8499
City and County Surveyor, City and County of San Francisco



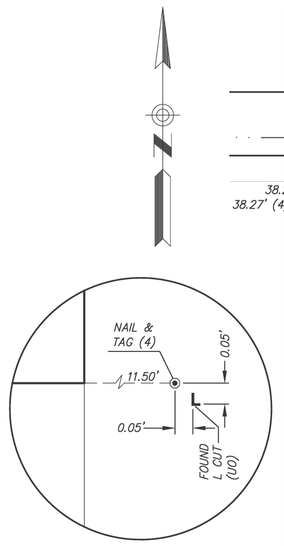
YORK STREET (60.00' WIDE)

SITE DETAIL

GRAPHIC SCALE

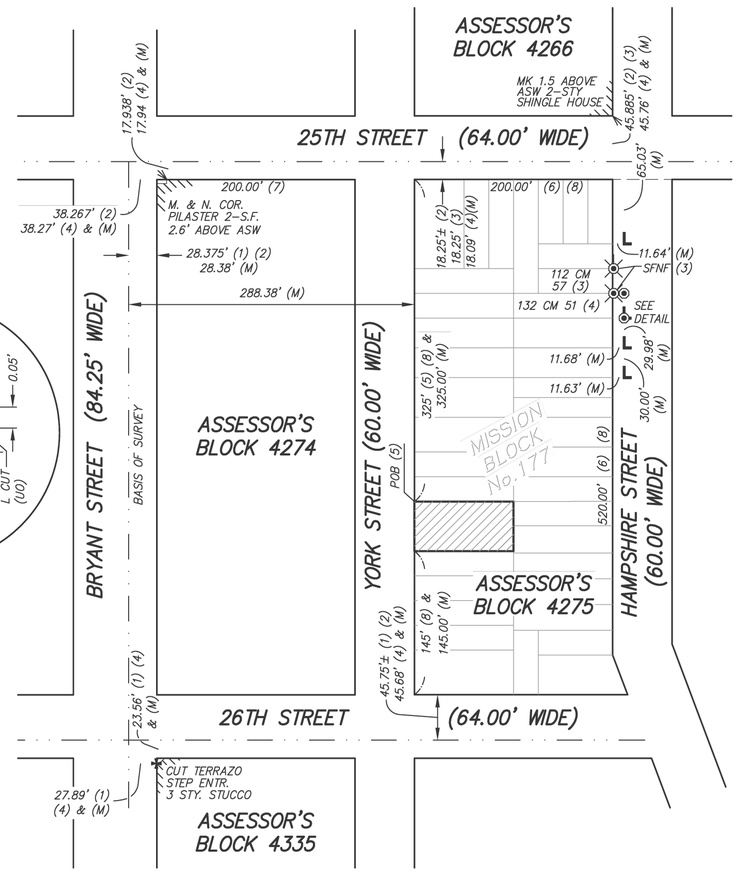
20 0 10 20 40

1 inch = 20 feet



DETAIL

NOT TO SCALE



CONTROL DIAGRAM

GRAPHIC SCALE

100 0 50 100 200

1 inch = 100 feet

LEGEND

- PROPERTY LINE
- ADJACENT PARCEL LINES
- RIGHT OF WAY LINE
- MONUMENT LINE
- PROPOSED NEW LOT LINE
- FENCE LINE
- BUILDING LINE
- SUBJECT PROPERTY
- MARK MONUMENT MAP
- BRASS TAG PER (3), SFNF
- FOUND CROSS CUT
- FOUND L CUT (UO)
- FOUND NAIL & TAG PER (4)
- CLEANOUT
- GAS VALVE
- SANITARY SEWER MANHOLE
- ROOF PITCH
- GAS METER
- WATER METER
- JOINT POLE

ABBREVIATIONS

AB	ASSESSOR'S BLOCK
APN	ASSESSOR'S PARCEL NUMBER
BLDG	BUILDING
BW	BACK OF SIDEWALK
CLR	CLEAR
CONC	CONCRETE
DOC	DOCUMENT
D/W	DRIVEWAY
EC	EDGE OF CONCRETE
ELEV	ELEVATION
FL	FLOW LINE
FNC	FENCE
GND	GROUND
OVH	OVERHANG
POB	POINT OF BEGINNING
SFNF	SEARCHED FOR NOT FOUND
SQ FT	SQUARE FEET
TC	TOP OF CURB
WF	WOOD FRAME
( )	REFERENCE NUMBER
(E)	EXISTING
(M)	MEASURED
(UO)	UNKNOWN ORIGIN

REFERENCES

(1) MONUMENT MAP 279, ON FILE IN THE OFFICE OF THE CITY AND COUNTY SURVEYOR

(2) MONUMENT MAP 280, ON FILE IN THE OFFICE OF THE CITY AND COUNTY SURVEYOR

(3) 112 CM 58, MAP FILED DECEMBER 10, 2009 OFFICE OF THE COUNTY RECORDER

(4) 132 CM 51, MAP FILED JUNE 21, 2017 OFFICE OF THE COUNTY RECORDER

(5) DOC-2006-I276786-00 RECORDED OCTOBER 31, 2006

(6) ASSESSOR'S BLOCK DIAGRAM 4275 FILED IN THE OFFICE OF THE COUNTY RECORDER.

(7) ASSESSOR'S BLOCK DIAGRAM 4274 FILED IN THE OFFICE OF THE COUNTY RECORDER.

(8) HISTORIC BLOCK DIAGRAM: AB 4275, MISSION BLOCK NUMBER 177, ON FILE IN THE OFFICE OF THE CITY AND COUNTY SURVEYOR.

BOUNDARY NOTES

PROPERTY AND RIGHT OF WAY LINES SHOWN HEREON ARE BASED UPON RECORD DATA AND NOT INTENDED TO BE A DETAILED FINAL SURVEY OF THE PROPERTY. BOUNDARY INFORMATION SHOWN HEREON IS FOR PLANNING PURPOSES ONLY.

ALL ANGLES ARE 90° UNLESS OTHERWISE SHOWN.

ALL DISTANCES ARE MEASURED IN FEET AND DECIMALS THEREOF.

DATE OF SURVEY

TOPOGRAPHIC INFORMATION SHOWN HERE IS BASED UPON A FIELD SURVEY PERFORMED JUNE 2021.

SURVEY REFERENCE

THIS SURVEY IS BASED ON THE LEGAL DESCRIPTION DESCRIBED IN THE FOLLOWING GRANT DEED:

APN 4275-028, RECORDED OCTOBER 31, 2006, DOCUMENT NUMBER 2006-I276786-00.

UTILITY NOTE

UNDERGROUND UTILITIES SHOWN HEREON WERE PLOTTED FROM A COMBINATION OF OBSERVED SURFACE EVIDENCE (CONDITIONS PERMITTING) AND RECORD INFORMATION OBTAINED FROM THE RESPECTIVE UTILITY COMPANIES AND ARE NOT INTENDED TO REPRESENT THEIR ACTUAL LOCATIONS. THEREFORE, ALL UTILITIES MUST BE VERIFIED WITH RESPECT TO SIZES, HORIZONTAL & VERTICAL LOCATIONS BY THE OWNER AND/OR CONTRACTOR PRIOR TO DESIGN OR CONSTRUCTION. NO RESPONSIBILITY IS ASSUMED BY TRANSAMERICAN ENGINEERS FOR THE LOCATION AND CAPACITY OF SAID UTILITIES.

PROJECT BENCHMARK - DESCRIPTION

ELEVATIONS SHOWN HEREON WERE OBTAINED FROM THE BENCHMARK LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF 25TH STREET AND BRYANT STREET, LETTER "O" IN "OPEN" TOP HPFS HYDRANT. SAID BENCHMARK IS BASED UPON CITY & COUNTY OF SAN FRANCISCO DATUM AND HAS AN ELEVATION OF 40.176.

OWNER(S)

VIRGINIA LOPEZ
1325 HOWARD AVENUE, #308
BURLINGAME, CA 94010-4212

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY,

BY: _____ DATE: 04-20-2022

BARRY A. PIERCE, L.S. 6975
MY LICENSE EXPIRES SEPTEMBER 30, 2023

TENTATIVE PARCEL MAP

BEING A TWO LOT SUBDIVISION OF THAT REAL PROPERTY
DESCRIBED IN THAT CERTAIN DEED
RECORDED ON OCTOBER 31, 2006
AS DOC-2006-I276786-00, OFFICIAL RECORDS
ALSO BEING A PORTION OF MISSION BLOCK No. 177

CITY & COUNTY OF SAN FRANCISCO — STATE OF CALIFORNIA
SCALE AS SHOWN — APRIL 2022

BARRY A. PIERCE
TRANSAMERICAN ENGINEERS & ASSOCIATES

APN: 4275–028, ADDRESS: 1365 YORK STREET

From:	Deepa Varma
To:	Herrera, Ana (BOS); Virginia Lopez; BOS Legislation, (BOS)
Cc:	Lerma, Santiago (BOS); Ferrigno, Jennifer (BOS); Prager, Jackie (BOS); Abraham Zavala; PEARSON, ANNE (CAT); TOM, CHRISTOPHER (CAT); CROSSMAN, BRIAN (CAT); YANG, AUSTIN (CAT); Somera, Alisa (BOS)
Subject:	Re: Appeal of Tentative Map - 1365-1371 York Street - Appeal Hearing on December 12, 2023
Date:	Tuesday, November 21, 2023 5:03:35 AM

Thank you, Ana.

Deepa

Get Outlook for iOS

From: Herrera, Ana (BOS) <ana.herrera@sfgov.org>
Sent: Monday, November 20, 2023 4:22:13 PM
To: Virginia Lopez <lopezvirginia333@gmail.com>; BOS Legislation, (BOS) <bos.legislation@sfgov.org>
Cc: Lerma, Santiago (BOS) <santiago.lerma@sfgov.org>; Ferrigno, Jennifer (BOS) <jennifer.ferrigno@sfgov.org>; Prager, Jackie (BOS) <jackie.prager@sfgov.org>; Abraham Zavala <abraham@azdesignandengineering.com>; PEARSON, ANNE (CAT) <Anne.Pearson@sfcityatty.org>; TOM, CHRISTOPHER (CAT) <Christopher.Tom@sfcityatty.org>; CROSSMAN, BRIAN (CAT) <Brian.Crossman@sfcityatty.org>; YANG, AUSTIN (CAT) <Austin.Yang@sfcityatty.org>; Somera, Alisa (BOS) <alisa.somera@sfgov.org>; Deepa Varma <deepa@tenantstogether.org>
Subject: Re: Appeal of Tentative Map - 1365-1371 York Street - Appeal Hearing on December 12, 2023

Hi all,

Our office confirmed with Deepa Varma and Virginia Lopez that they agree to continue this matter to January 30, 2024. I have CC'd Deepa here as well.

Thank you,
Ana

Ana Herrera
Legislative Aide
Office of Supervisor Hillary Ronen
ana.herrera@sfgov.org
https://sfbos.org/supervisor-ronen-district-9

From: Virginia Lopez <lopezvirginia333@gmail.com>
Sent: Thursday, November 16, 2023 5:17 PM
To: BOS Legislation, (BOS) <bos.legislation@sfgov.org>
Cc: Lerma, Santiago (BOS) <santiago.lerma@sfgov.org>; Ferrigno, Jennifer (BOS) <jennifer.ferrigno@sfgov.org>; Prager, Jackie (BOS) <jackie.prager@sfgov.org>; Herrera, Ana (BOS) <ana.herrera@sfgov.org>; Abraham Zavala <abraham@azdesignandengineering.com>; PEARSON, ANNE (CAT) <Anne.Pearson@sfcityatty.org>; TOM, CHRISTOPHER (CAT) <Christopher.Tom@sfcityatty.org>; CROSSMAN, BRIAN (CAT) <Brian.Crossman@sfcityatty.org>; YANG, AUSTIN (CAT) <Austin.Yang@sfcityatty.org>; Somera, Alisa (BOS) <alisa.somera@sfgov.org>
Subject: Re: Appeal of Tentative Map - 1365-1371 York Street - Appeal Hearing on December 12, 2023

> Thank you for the email. I will be out of the country until December 31st, 2023 I would like to request a continuance for after 12/31/23. Please reply as soon as possible

Thank you

Virginia Lopez
650-520-8889

On Nov 16, 2023, at 4:01 PM, BOS Legislation, (BOS) <bos.legislation@sfgov.org> wrote:

Dear Ms. Lopez,

Thank you for your request. Please reach out to the office of Supervisor Hillary Ronen, copied here are her aides (Santiago Lerma, Jennifer Ferrigno, Jackie Prager, and Ana Herrera), since the appeal is in her district for a request for continuance.

All parties must be amenable to the continuance, and we ask that we receive confirmation from the appellant (Deepa Varma) and project sponsor (Barry Pierce) in writing.

Lisa Lew
San Francisco Board of Supervisors
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102
T 415-554-7718 | F 415-554-5163
lisa.lew@sfgov.org | www.sfbos.org

(VIRTUAL APPOINTMENTS) To schedule a "virtual" meeting with me (on Microsoft Teams), please ask and I can answer your questions in real time.
<image001.png> Click here to complete a Board of Supervisors Customer Service Satisfaction form

The Legislative Research Center provides 24-hour access to Board of Supervisors legislation, and archived matters since August 1998.

Disclosures: *Personal information that is provided in communications to the Board of Supervisors is subject to disclosure under the California Public Records Act and the San Francisco Sunshine Ordinance. Personal information provided will not be redacted. Members of the public are not required to provide personal identifying information when they communicate with the Board of Supervisors and its committees. All written or oral communications that members of the public submit to the Clerk's Office regarding pending legislation or hearings will be made available to all members of the public for inspection and copying. The Clerk's Office does not redact any information from these submissions. This means that personal information—including names, phone numbers, addresses and similar information that a member of the public elects to submit to the Board and its committees—may appear on the Board of Supervisors' website or in other public documents that members of the public may inspect or copy.*

From: Virginia Lopez <lopezvirginia333@gmail.com>
Sent: Thursday, November 16, 2023 3:35 PM
To: BOS Legislation, (BOS) <bos.legislation@sfgov.org>
Cc: Abraham Zavala <abraham@azdesignandengineering.com>
Subject: Re: Appeal of Tentative Map - 1365-1371 York Street - Appeal Hearing on December 12, 2023

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Thank you for the email. Unfortunately, I will be out of the country until December 31st, 2023 I would like to reschedule please. Please reply as soon as possible.
Virginia Lopez
650-520-8889

Sent from my iPhone

> On Nov 15, 2023, at 2:58 PM, BOS Legislation, (BOS) <bos.legislation@sfgov.org> wrote:
>
> Greetings,

The Office of the Clerk of the Board has scheduled a hearing for Special Order before the Board of Supervisors on **December 12, 2023, at 3:00 p.m.**

Please find linked below a letter of appeal regarding the Tentative Map of a property at 1365-1371 York Street, and an informational letter from the Clerk of the Board.

Tentative Map Appeal Letter - November 13, 2023

Clerk of the Board Letter - November 14, 2023

You are invited to review the entire matter on our Legislative Research Center by following the link below.

Board of Supervisors File No. 231187

Best regards,

Arthur Khoo
Office of the Clerk of the Board
San Francisco Board of Supervisors
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102
(415) 554-4447 | (415) 554-5163
arthur.khoo@sfgov.org | www.sfbos.org

Disclosures: *Personal information that is provided in communications to the Board of Supervisors is subject to disclosure under the California Public Records Act and the San Francisco Sunshine Ordinance. Personal information provided will not be redacted. Members of the public are not required to provide personal identifying information when they communicate with the Board of Supervisors and its committees. All written or oral communications that members of the public submit to the Clerk's Office regarding pending legislation or hearings will be made available to all members of the public for inspection and copying. The Clerk's Office does not redact any information from these submissions. This means that personal information—including names, phone numbers, addresses and similar information that a member of the public elects to submit to the Board and its committees—may appear on the Board of Supervisors website or in other public documents that members of the public may inspect or copy.*

.

From:	Deepa Varma
To:	Virginia Lopez; Herrera, Ana (BOS)
Cc:	BOS Legislation, (BOS); PEARSON, ANNE (CAT)
Subject:	Re: Appeal of Tentative Map - 1365-1371 York Street - Hearing Continuance to 3/5
Date:	Wednesday, January 24, 2024 5:03:45 PM

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Yes confirmed.

Thank you.

Get Outlook for iOS

From: Virginia Lopez <lopezvirginia333@gmail.com>
Sent: Wednesday, January 24, 2024 3:29:57 PM
To: Ana Herrera (BOS) <ana.herrera@sfgov.org>
Cc: BOS Legislation (BOS) <bos.legislation@sfgov.org>; Deepa Varma <deepa@tenantstogether.org>; ANNE PEARSON (CAT) <Anne.Pearson@sfcityatty.org>
Subject: Re: Appeal of Tentative Map - 1365-1371 York Street - Hearing Continuance to 3/5

Yes, confirmed

Virginia Lopez
650-520-8889

> On Jan 24, 2024, at 3:28 PM, Herrera, Ana (BOS) <ana.herrera@sfgov.org> wrote:
>
> Dear Clerk's office,
>
> Supervisor Ronen will be requesting a continuance of this appeal, scheduled to be heard next Tuesday, 1/30 to the Board's hearing on Tuesday, 3/5. I am copying the parties here to confirm their agreement to a new hearing date.
>
> Virginia and Deepa, can you please confirm here?
>
> Thank you,
> Ana
>
> Ana Herrera
> Legislative Aide
> Office of Supervisor Hillary Ronen
> ana.herrera@sfgov.org

https://sfbos.org/supervisor-ronen-district-9

D. APPLICATION FOR PARCEL MAP / FINAL MAP SUBDIVISION

Property Address: 1365 YORK STREET

Assessor's Block: 4275 Lot Number(s): 028

For DPW-BSM use only
ID No.:

Owner:			
Name:	VIRGINIA LOPEZ		
Address:	1302 York St. San Francisco, Ca. 94110		
Phone:	(650) 520-8889	E-mail:	lopezvirginia333@gmail.com
Attorney's Information: (If Any)			
Name:			
Address:			
Phone:		E-mail:	
Surveyor preparing the subdivision map:			
Name:	BARRY PIERCE		
Address:	1390 MARKET STREET, SUITE #201, SAN FRANCISCO CA 94102		
Phone:	(415) 553-4092	E-mail:	bpierce@transamericanengineers.com
Subdivider: (If different from owner)			
Name:	BARRY PIERCE / TRANSAMERICAN ENGINEERS		
Address:	1390 MARKET STREET, SUITE #201, SAN FRANCISCO CA 94102		

Existing number of lots: 1 (ONE) Proposed number of lots: 2 (TWO)

This subdivision results in an airspace: ☒ No ☐ Yes (shown on Tentative Map)

STATE OF CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO

I (We) Virginia Lopez
(Print Subdivider's Name in full)

declare, under penalty of perjury, that I am (we are) the owner(s) [authorized agent of the owner(s)] of the property that is the subject of this application, that the statements herein and in the attached exhibits present the information required for this application, and the information presented is true and correct to the best of my (our) knowledge and belief.

Date: 3-7-22 Signed: Virginia Lopez

Date: _____ Signed: _____

E. PARCEL MAP / FINAL MAP SUBDIVISION APPLICATION CHECKLIST

Check the following items enclosed where applicable:

Submitted per guidelines and in this order? Yes	Submitted per guidelines and in this order? No	Official Use Only: OK?	No.	Item Description and Order		Total of copies	Which and how many of total required items are needed for each agency? DPW	DCP	DBI **	Form No. (where applicable)
☒	☐	☐	1.	Three (3) electronic copies of Tentative Parcel Map [DPW copies: 1-BSM Mapping; 1-City Planning] **Note:** One additional copy will be required if project falls within the jurisdiction of SFRA. (see page 8)		3	1	1	1*	
☐	☒	☐	2.	Three (3) electronic copies of Tentative Final Map [DPW copies: 1-BSM Mapping; 1-City Planning] **Note:** One additional copy will be required if project falls within the jurisdiction of SFRA. (see page 8)		3	1	1	1*	
☒	☐	☐	3.	Subdivision Fee ($_____)		1	1			
☒	☐	☐	4.	Preliminary Title Report (dated within 3 months)		2	1	1		
☒	☐		5.	Grant Deeds and any other recorded documents for: ☒ Subject Site and ☒ Adjoiners		1	1			
☒	☐	☐	6.	Current 3R Report, see item number 6 page 9 for details		2	1	1		
☒	☐	☐	7.	Neighborhood notification package for Tentative Map decision	☒ 300-Foot Radius Map ☒ Address List ☒ Envelopes	1	1			
☒	☐	☐	8.	Photographs of subject property, as follows: [Public Works Code Sec. 723.2 & Planning Code] ☒ Front photo from the street looking at the property, including sidewalk without obstructions ☒ Photo from left side showing property line and sidewalk fronting subject site ☒ Photo from right side showing property line and sidewalk fronting subject site ☒ Photo of rear of property		2	1	1		
☒	☐	☐	9.	Proposition "M" Findings demonstrating consistency with Eight Priority General Plan Policies [Planning Code Sec. 101.1(b)]		2	1	1		Form No. 1
☒	☐	☐	10.	Submit the following for review by Department of Building Inspection, If required. See page 9.	Completed Form Number 2.	1			1*	Form No. 2

**** ADDITIONAL COPY TO DBI – SEE REQUIREMENTS PAGE 9, ITEM 10***

There should be 2 electronic folders submitted one for DPW and another for DCP both populated with the documents listed above. If the project is required to be reviewed by DBI then there should be another electronic folder submitted populated with the required electronic documents listed above.

1041

LOPEZ APARTMENTS 4

11-35/1210 CA
91207

Date 4X-7-22
VL

Pay To The Order Of DBI $486.00

four hundred eighty six Dollars 00/100

Photo Safe Deposit® Details on back

BANK OF AMERICA

ACH R/T 121000358

For 1365-71 york st Virginia Lopez MP

⑈001041⑈ ⑆121000358⑆ 325138586058⑈

Form No. 2

Required ONLY when creating a <u>new</u> lot line on property occupied with existing building(s) **(NOT required if Map is only for merging adjoining lots).**

Department of Building Inspection Requirements

Property Address: 1365 YORK STREET

Assessor's Block: 4275 Lot Number(s): 028

Submit a separate check payable to Department of Building Inspection. Form number 2 will be forwarded to DBI, it is important to be sure it is complete. Photos and Architectural floor plans should be attached if they are available. DBI reviews for building code compliance mainly fire rating, they will require the following information:

Building Inspection Fees **See Current Fee Schedule**

Area of Wall(s) = (Length X Height) SEE BELOW

Area of ALL Openings (Total) SEE BELOW

Construction material – what is the wall(s) made of WOOD FRAME

Pictures detailing above

Architect floor plans (if available)

Other

-1365-1367 YORK STREET BUILDING - AREA OF WALLS = 3,762.0 SQ. FT.

TOTAL AREA OF ALL OPENINGS = 340.0 SQ. FT.

-1369-1371 YORK STREET BUILDING - AREA OF WALLS = 3,747.50 SQ. FT.

TOTAL AREA OF ALL OPENINGS = 350.50 SQ. FT.





FRONT VIEW (YORK STREET)



ALLEY WAY (LOOKING WESTERLY)



ALLEY WAY (LOOKING EASTERLY)



REAR VIEW (1369-1371 YORK ST. BLDG, LOOKING EASTERLY)



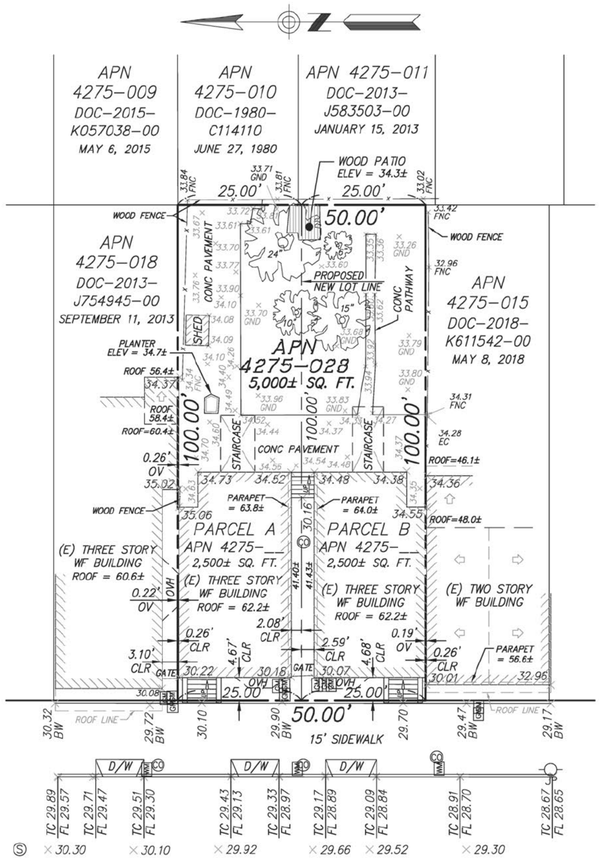
REAR VIEW (1369-1371 YORK ST. BLDG, LOOKING NORTHEASTERLY)



REAR VIEW (1365-1367 YORK ST. BLDG, LOOKING EASTERLY)



REAR VIEW (1365-1367 YORK ST. BLDG, LOOKING SOUTHEASTERLY)



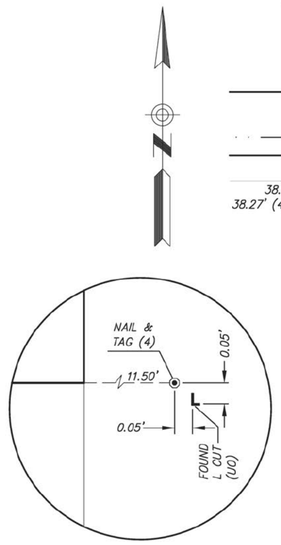
YORK STREET (60.00' WIDE)

SITE DETAIL

GRAPHIC SCALE

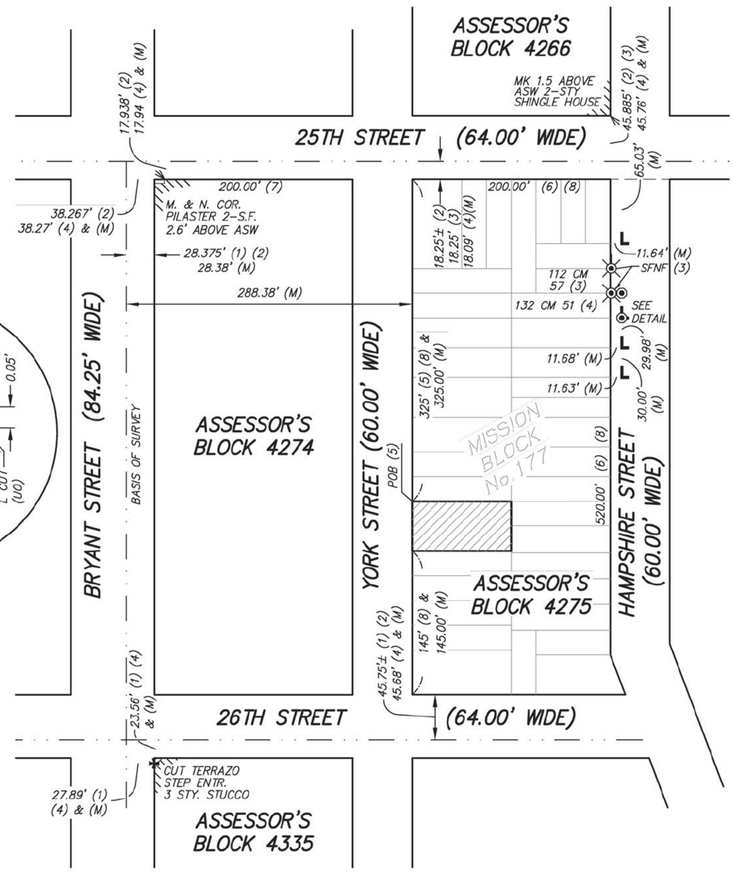
20 0 10 20 40

1 inch = 20 feet



DETAIL

NOT TO SCALE



CONTROL DIAGRAM

GRAPHIC SCALE

100 0 50 100 200

1 inch = 100 feet

LEGEND

- PROPERTY LINE
- ADJACENT PARCEL LINES
- RIGHT OF WAY LINE
- MONUMENT LINE
- PROPOSED NEW LOT LINE
- FENCE LINE
- BUILDING LINE
- SUBJECT PROPERTY
- MARK MONUMENT MAP
- BRASS TAG PER (3), SFNF
- FOUND CROSS CUT
- FOUND L CUT (UO)
- FOUND NAIL & TAG PER (4)
- CLEANOUT
- GAS VALVE
- SANITARY SEWER MANHOLE
- ROOF PITCH
- GAS METER
- WATER METER
- JOINT POLE

ABBREVIATIONS

AB	ASSESSOR'S BLOCK
APN	ASSESSOR'S PARCEL NUMBER
BLDG	BUILDING
BW	BACK OF SIDEWALK
CLR	CLEAR
CONC	CONCRETE
DOC	DOCUMENT
D/W	DRIVEWAY
EC	EDGE OF CONCRETE
ELEV	ELEVATION
FL	FLOW LINE
FNC	FENCE
GND	GROUND
OVH	OVERHANG
POB	POINT OF BEGINNING
SFNF	SEARCHED FOR NOT FOUND
SQ FT	SQUARE FEET
TC	TOP OF CURB
WF	WOOD FRAME
( )	REFERENCE NUMBER
(E)	EXISTING
(M)	MEASURED
(UO)	UNKNOWN ORIGIN

REFERENCES

(1) MONUMENT MAP 279, ON FILE IN THE OFFICE OF THE CITY AND COUNTY SURVEYOR

(2) MONUMENT MAP 280, ON FILE IN THE OFFICE OF THE CITY AND COUNTY SURVEYOR

(3) 112 CM 58, MAP FILED DECEMBER 10, 2009 OFFICE OF THE COUNTY RECORDER

(4) 132 CM 51, MAP FILED JUNE 21, 2017 OFFICE OF THE COUNTY RECORDER

(5) DOC-2006-I276786-00 RECORDED OCTOBER 31, 2006

(6) ASSESSOR'S BLOCK DIAGRAM 4275 FILED IN THE OFFICE OF THE COUNTY RECORDER.

(7) ASSESSOR'S BLOCK DIAGRAM 4274 FILED IN THE OFFICE OF THE COUNTY RECORDER.

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DATE OF SURVEY

TOPOGRAPHIC INFORMATION SHOWN HERE IS BASED UPON A FIELD SURVEY PERFORMED JUNE 2021.

SURVEY REFERENCE

THIS SURVEY IS BASED ON THE LEGAL DESCRIPTION DESCRIBED IN THE FOLLOWING GRANT DEED:

APN 4275-028, RECORDED OCTOBER 31, 2006, DOCUMENT NUMBER 2006-I276786-00.

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PROJECT BENCHMARK - DESCRIPTION

ELEVATIONS SHOWN HEREON WERE OBTAINED FROM THE BENCHMARK LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF 25TH STREET AND BRYANT STREET, LETTER "O" IN "OPEN" TOP HPFS HYDRANT. SAID BENCHMARK IS BASED UPON CITY & COUNTY OF SAN FRANCISCO DATUM AND HAS AN ELEVATION OF 40.176.

OWNER(S)

VIRGINIA LOPEZ
1325 HOWARD AVENUE, #308
BURLINGAME, CA 94010-4212

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY,

BY: _____ DATE: 04-20-2022

BARRY A. PIERCE, L.S. 6975
MY LICENSE EXPIRES SEPTEMBER 30, 2023

TENTATIVE PARCEL MAP

BEING A TWO LOT SUBDIVISION OF THAT REAL PROPERTY
DESCRIBED IN THAT CERTAIN DEED
RECORDED ON OCTOBER 31, 2006
AS DOC-2006-I276786-00, OFFICIAL RECORDS
ALSO BEING A PORTION OF MISSION BLOCK No. 177

CITY & COUNTY OF SAN FRANCISCO
SCALE AS SHOWN

STATE OF CALIFORNIA
APRIL 2022

BARRY A. PIERCE
TRANSAMERICAN ENGINEERS & ASSOCIATES

APN: 4275-028, ADDRESS: 1365 YORK STREET

D. APPLICATION FOR PARCEL MAP / FINAL MAP SUBDIVISION

Property Address: 1365 YORK STREET

Assessor's Block: 4275 Lot Number(s): 028

For DPW-BSM use only
ID No.:

Owner:			
Name:	VIRGINIA LOPEZ		
Address:	1302 York St. San Francisco, Ca. 94110		
Phone:	(650) 520-8889	E-mail:	lopezvirginia333@gmail.com
Attorney's Information: (If Any)			
Name:			
Address:			
Phone:		E-mail:	
Surveyor preparing the subdivision map:			
Name:	BARRY PIERCE		
Address:	1390 MARKET STREET, SUITE #201, SAN FRANCISCO CA 94102		
Phone:	(415) 553-4092	E-mail:	bpierce@transamericanengineers.com
Subdivider: (If different from owner)			
Name:	BARRY PIERCE / TRANSAMERICAN ENGINEERS		
Address:	1390 MARKET STREET, SUITE #201, SAN FRANCISCO CA 94102		

Existing number of lots: 1 (ONE) Proposed number of lots: 2 (TWO)

This subdivision results in an airspace: ☒ No ☐ Yes (shown on Tentative Map)

STATE OF CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO

I (We) Virginia Lopez
(Print Subdivider's Name in full)

declare, under penalty of perjury, that I am (we are) the owner(s) [authorized agent of the owner(s)] of the property that is the subject of this application, that the statements herein and in the attached exhibits present the information required for this application, and the information presented is true and correct to the best of my (our) knowledge and belief.

Date: 3-7-22 Signed: Virginia Lopez

Date: _____ Signed: _____

E. PARCEL MAP / FINAL MAP SUBDIVISION APPLICATION CHECKLIST

Check the following items enclosed where applicable:

Submitted per guidelines and in this order? Yes	Submitted per guidelines and in this order? No	Official Use Only: OK?	No.	Item Description and Order		Total of copies	Which and how many of total required items are needed for each agency? DPW	DCP	DBI **	Form No. (where applicable)
☒	☐	☐	1.	Three (3) electronic copies of Tentative Parcel Map [DPW copies: 1-BSM Mapping; 1-City Planning] **Note:** One additional copy will be required if project falls within the jurisdiction of SFRA. (see page 8)		3	1	1	1*	
☐	☒	☐	2.	Three (3) electronic copies of Tentative Final Map [DPW copies: 1-BSM Mapping; 1-City Planning] **Note:** One additional copy will be required if project falls within the jurisdiction of SFRA. (see page 8)		3	1	1	1*	
☒	☐	☐	3.	Subdivision Fee ($_____)		1	1			
☒	☐	☐	4.	Preliminary Title Report (dated within 3 months)		2	1	1		
☒	☐		5.	Grant Deeds and any other recorded documents for: ☒ Subject Site and ☒ Adjoiners		1	1			
☒	☐	☐	6.	Current 3R Report, see item number 6 page 9 for details		2	1	1		
☒	☐	☐	7.	Neighborhood notification package for Tentative Map decision	☒ 300-Foot Radius Map ☒ Address List ☒ Envelopes	1	1			
☒	☐	☐	8.	Photographs of subject property, as follows: [Public Works Code Sec. 723.2 & Planning Code] ☒ Front photo from the street looking at the property, including sidewalk without obstructions ☒ Photo from left side showing property line and sidewalk fronting subject site ☒ Photo from right side showing property line and sidewalk fronting subject site ☒ Photo of rear of property		2	1	1		
☒	☐	☐	9.	Proposition "M" Findings demonstrating consistency with Eight Priority General Plan Policies [Planning Code Sec. 101.1(b)]		2	1	1		Form No. 1
☒	☐	☐	10.	Submit the following for review by Department of Building Inspection, If required. See page 9.	Completed Form Number 2.	1			1*	Form No. 2

**** ADDITIONAL COPY TO DBI – SEE REQUIREMENTS PAGE 9, ITEM 10***

There should be 2 electronic folders submitted one for DPW and another for DCP both populated with the documents listed above. If the project is required to be reviewed by DBI then there should be another electronic folder submitted populated with the required electronic documents listed above.

Fidelity National Title
1200 Concord Ave., Suite 400, Concord, CA 94520

Title Report

Virginia Lopez
1365 York Street
San Francisco, CA 94110
Attn: Virginia Lopez

Escrow Officer: Michael Gaffney
Email: mgaffney@fnf.com
File No.: FSFM-0062200647-JJ
Escrow No.: FSFM-0062200647 -MG

Property Address: 1365 York Street, San Francisco, CA

Introducing LiveLOOK

LiveLOOK title document delivery system is designed to provide 24/7 real-time access to all information related to a title insurance transaction.

Access title reports, exception documents, an easy-to-use summary page, and more, at your fingertips and your convenience.

To view your new Fidelity National Title LiveLOOK report, Click Here



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Fidelity National Title Company

PRELIMINARY REPORT

In response to the application for a policy of title insurance referenced herein, ***Fidelity National Title Company*** *hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.*

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The policy(ies) of title insurance to be issued hereunder will be policy(ies) of Fidelity National Title Insurance Company, a Florida corporation.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

Fidelity National Title Insurance Company

By:

President

Countersigned By:

Authorized Officer or Agent

Attest:

Secretary

Visit Us on our Website: www.fntic.com

Fidelity National Title Company

ISSUING OFFICE: 1200 Concord Ave., Suite 400, Concord, CA 94520

FOR SETTLEMENT INQUIRIES, CONTACT:
Fidelity National Title Company
2001 Union Street, Suite 625 • San Francisco, CA 94123
(415)346-2030 • FAX

Another Prompt Delivery From Fidelity National Title Company Title Department
Where Local Experience And Expertise Make A Difference

PRELIMINARY REPORT

Title Officer: James Jack
Email: james.jack@titlegroup.fntg.com
Title No.: FSFM-0062200647-JJ

Escrow Officer: Michael Gaffney
Email: mgaffney@fnf.com
Escrow No.: FSFM-0062200647 -MG

TO: Virginia Lopez
1365 York Street
San Francisco, CA 94110
Attn: Virginia Lopez

PROPERTY ADDRESS(ES): 1365 York Street, San Francisco, CA

EFFECTIVE DATE: February 18, 2022 at 07:30 AM

The form of policy or policies of title insurance contemplated by this report is:

ALTA Loan Policy 2006

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

   A FEE

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

   Virginia Lopez, a married woman, as her sole and separate property

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

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

EXHIBIT "A"

Legal Description

For APN/Parcel ID(s): Lot 028, Block 4275

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

BEGINNING AT A POINT ON THE EASTERLY LINE OF YORK STREET, DISTANT THEREON 325 FEET SOUTHERLY FROM THE SOUTHERLY LINE OF 25TH STREET; RUNNING THENCE SOUTHERLY ALONG THE EASTERLY LINE OF YORK STREET 50 FEET; THENCE AT A RIGHT ANGLE EASTERLY 100 FEET; THENCE AT A RIGHT ANGLE NORTHERLY 50 FEET; THENCE AT A RIGHT ANGLE WESTERLY 100 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF MISSION BLOCK NO. 177.

AT THE DATE HEREOF, EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2022-2023.

2. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area:	1000
Tax Identification No.:	Lot 028, Block 4275
Fiscal Year:	2021-2022
1st Installment:	$4,799.93, Paid
2nd Installment:	$4,799.93, Open
Exemption:	$0.00
Land:	$221,033.00
Improvements:	$521,654.00
Personal Property:	$0.00
Bill #:	20210399010

The lien of the assessment shown below, which assessment is or will be collected with, and included in, the property taxes shown above.

Assessment:	DW Code Enforcement Fee
Amount:	$104.00

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

3. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.

4. The herein described Land is within the boundaries of the Mello-Roos Community Facilities District(s). The annual assessments, if any, are collected with the county property taxes. Failure to pay said taxes prior to the delinquency date may result in the above assessment being removed from the county tax roll and subjected to Accelerated Judicial Bond Foreclosure. Inquiry should be made with said District for possible stripped assessments and prior delinquencies.

EXCEPTIONS
(continued)

5. A deed of trust to secure an indebtedness in the amount shown below,

Amount:	$600,000.00
Dated:	October 24, 2006
Trustor/Grantor:	Virginia Lopez, a married woman
Trustee:	Golden West Savings Association Service Co., a California Corporation
Beneficiary:	World Savings Bank, FSB, its successors and/or assignees
Loan No:	0044376754
Recording Date:	October 31, 2006
Recording No.:	2006-I276787-00, Book J257, Page 0227, of Official Records

6. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the Public Records.

   The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

   The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

END OF EXCEPTIONS

NOTES

Note 1. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

Note 2. There is no recorded Certificate of Energy and/or Water Compliance for the property described herein.

Note 3. Note: The name(s) of the proposed insured(s) furnished with this application for title insurance is/are:

No names were furnished with the application. Please provide the name(s) of the buyers as soon as possible.

Note 4. Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DTT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.

Note 5. Note: The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement Form 116 indicating that there is located on said Land a Multiple Family Dwelling, known as 1365 York Street, San Francisco, California, to an Extended Coverage Loan Policy.

Note 6. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

Note 7. Effective December 27, 2016, as mandated through local ordinance, the transfer tax rates are as follows:

More than $100 but Less than or Equal to $250,000 at $2.50 for each $500 ($5.00 per thousand)
More than $250,000 but Less than $1,000,000 at $3.40 for each $500 ($6.80 per thousand)
$1,000,000 or More but Less than $5,000,000 at $3.75 for each $500 ($7.50 per thousand)
$5,000,000 or More but Less than $10,000,000 at $11.25 for each $500 ($22.50 per thousand)
$10,000,000.00 or More but Less than $24,999,000 at $27.50 for each $500 ($55.00 per thousand)
$25,000,000.00 Or More at $30.00 for each $500 or portion thereof ($60.00 per thousand)

NOTE: These rates are for documents recorded on or after December 27, 2016, regardless of when the instrument was executed.

NOTES
(continued)

Note 8. If a county recorder, title insurance company, escrow company, real estate agent or association provides a copy of the declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold faced typed and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.

Note 9. The application for title insurance was placed by reference to only a street address or tax identification number. The proposed Insured must confirm that the legal description in this report covers the parcel(s) of Land requested to be insured. If the legal description is incorrect, the proposed Insured must notify the Company and/or the settlement company in order to prevent errors and to be certain that the legal description for the intended parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.

Note 10. Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirements cannot be met, please call the company at the number provided in this report.

Note 11. The Company and its policy issuing agents are required by Federal law to collect additional information about certain transactions in specified geographic areas in accordance with the Bank Secrecy Act. If this transaction is required to be reported under a Geographic Targeting Order issued by FinCEN, the Company or its policy issuing agent must be supplied with a completed ALTA Information Collection Form ("ICF") prior to closing the transaction contemplated herein.

END OF NOTES

WIRE SAFE™ | Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
http://www.fbi.gov

Internet Crime Complaint Center:
http://www.ic3.gov

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FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE

Effective January 1, 2021

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (*e.g.*, name, address, phone number, email address);
- demographic information (*e.g.*, date of birth, gender, marital status);
- identity information (*e.g.* Social Security Number, driver's license, passport, or other government ID number);
- financial account information (*e.g.* loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (https://fnf.com/pages/californiaprivacy.aspx) or call (888) 413-1748.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes; Use of Comments or Feedback

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, visit FNF's Opt Out Page or contact us by phone at (888) 934-3354 or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

ATTACHMENT ONE

CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY - 1990

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

3. Defects, liens, encumbrances, adverse claims or other matters:

   (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;

   (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;

   (c) resulting in no loss or damage to the insured claimant;

   (d) attaching or created subsequent to Date of Policy; or

   (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.

4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.

5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.

6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

   Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.

3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.

4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

6. Any lien or right to a lien for services, labor or material not shown by the public records.

ATTACHMENT ONE
(CONTINUED)

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
   a. building;
   b. zoning;
   c. land use;
   d. improvements on the Land;
   e. land division; and
   f. environmental protection.

   This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
   a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
   b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
   c. that result in no loss to You; or
   d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
   a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
   b. in streets, alleys, or waterways that touch the Land.

   This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or $2,500.00 (whichever is less)	$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or $5,000.00 (whichever is less)	$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or $5,000.00 (whichever is less)	$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or $2,500.00 (whichever is less)	$ 5,000.00

ATTACHMENT ONE
(CONTINUED)

2006 ALTA LOAN POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
   (a) a fraudulent conveyance or fraudulent transfer, or
   (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

[Except as provided in Schedule B - Part II,[t[or T]his policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

[PART I

[The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.]

PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:]

ATTACHMENT ONE
(CONTINUED)

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
   (a) a fraudulent conveyance or fraudulent transfer; or
   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

[The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.]
7. [Variable exceptions such as taxes, easements, CC&R's, etc., shown here.]

ATTACHMENT ONE
(CONTINUED)

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY - ASSESSMENTS PRIORITY (04-02-15)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
   (a) a fraudulent conveyance or fraudulent transfer, or
   (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, v bration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

FNF Underwritten Title Companies	**Underwritten by FNF Underwriters**
CTC - Chicago Title Company	CTIC - Chicago Title Insurance Company
CLTC - Commonwealth Land Title Company	CLTIC - Commonwealth Land Title Insurance Company
FNTC - Fidelity National Title Company of California	FNTIC - Fidelity National Title Insurance Company
FNTCCA - Fidelity National Title Company of California	FNTIC - Fidelity National Title Insurance Company
TICOR - Ticor Title Company of California	CTIC - Chicago Title Insurance Company
LTC - Lawyer's Title Company	CLTIC - Commonwealth Land Title Insurance Company
SLTC - ServiceLink Title Company	CTIC - Chicago Title Insurance Company

Available Discounts

DISASTER LOANS (CTIC, CLTIC, FNTIC)
The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within twenty-four (24) months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be fifty percent (50%) of the appropriate title insurance rate.

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, FNTIC)
On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be forty percent (40%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted.Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

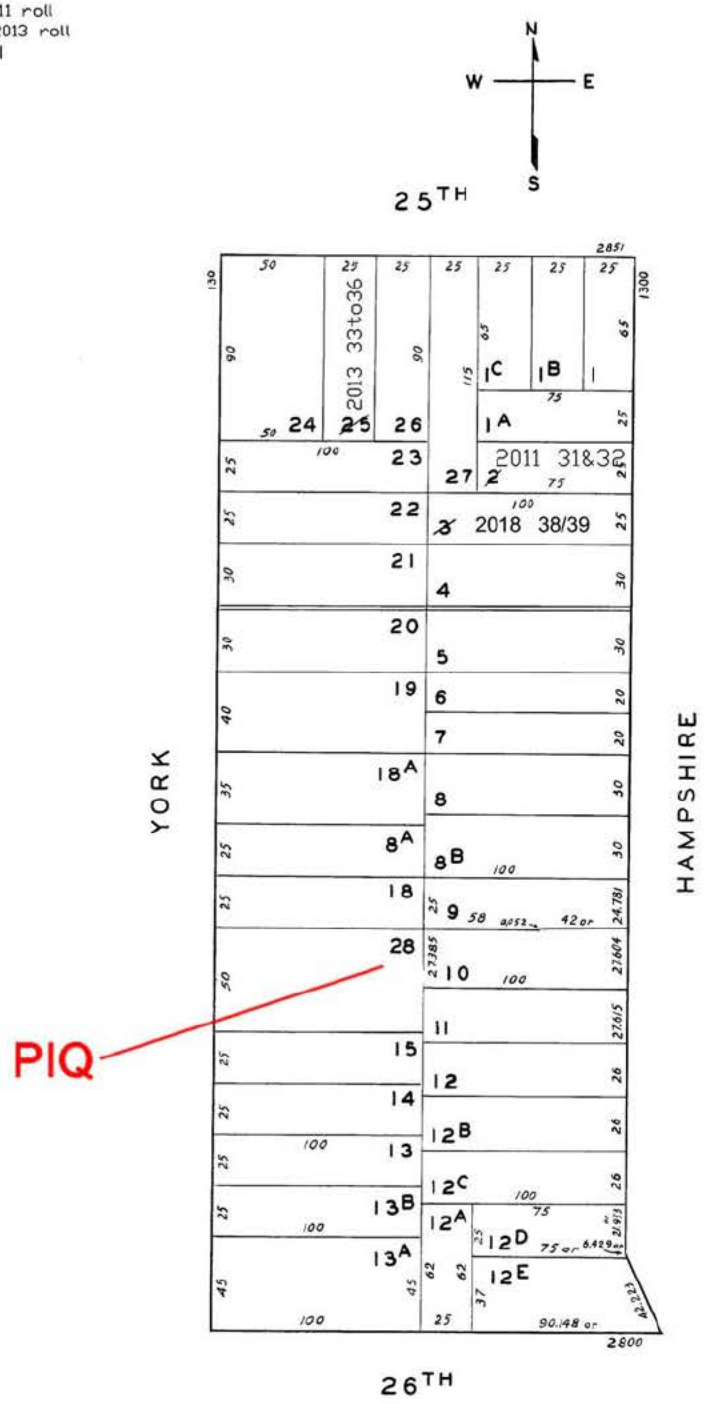
© COPYRIGHT SAN FRANCISCO
CITY & COUNTY ASSESSOR 1995

4275

MISSION BLK. 177

lot2 into lots 31&32 for 2011 roll
lot25 into lots33to36 for 2013 roll
Lot 3 into lots 38 & 39 for 2018 roll

REVISED 1970
Revised 2011
Revised 2013
REVISED 2018



This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

City and County of San Francisco
Department of Building Inspection

London N. Breed, Mayor
Patrick O'Riordan, C.B.O., Director

Report of Residential Building Record (3R)

(Housing Code Section 351(a))

BEWARE: This report describes the current legal use of this property as compiled from records of City Departments. There has been no physical examination of the property itself. This record contains no history of any plumbing or electrical permits. The report makes no representation that the property is in compliance with the law. Any occupancy or use of the property other than that listed as authorized in this report may be illegal and subject to removal or abatement, and should be reviewed with the Planning Department and the Department of Building Inspection. Errors or omissions in this report shall not bind or stop the City from enforcing any and all building and zoning codes against the seller, buyer and any subsequent owner. The preparation or delivery of this report shall not impose any liability on the City for any errors or omissions contained in said report, nor shall the City bear any liability not otherwise imposed by law.

Address of Building *1365 - 1367 YORK ST* **Block** *4275* **Lot** *028*

Other Addresses

1. A. Present authorized Occupancy or use: UNKNOWN
   B. Is this building classified as a residential condominium? Yes No ✓
   C. Does this building contain any Residential Hotel Guest Rooms as defined in Chap. 41, S.F. Admin. Code? Yes No ✓
2. Zoning district in which located: RH-2 3. Building Code Occupancy Classification UNKN
4. Do Records of the Planning Department reveal an expiration date for any non-conforming use of this property? Yes No ✓
   If Yes, what date? **The zoning for this property may have changed. Call Planning Department, (628) 652-7300, for the current status.**
5. Building Construction Date (Completed Date): UNKNOWN
6. Original Occupancy or Use: UNKNOWN
7. Construction, conversion or alteration permits issued, if any:

Application #	Permit #	Issue Date	Type of Work Done	Status
8005775	461572	Jun 30, 1980	REBUILD REAR STAIRS.	C
8502748	528625	Mar 19, 1985	REPLACE EXISTING DAMAGED REAR STAIRS AND LANDING. REPLACE WINDOWS. REPLACE REAR DOORS TO SOLID CORE. REPLACE SINKS AND COUNTER TOP.	C
200003305883	906209	Mar 30, 2000	PROVIDE ONE HOUR FIRE SEPARATION BETWEEN BUILDINGS.	X
200303079150	995846	May 30, 2003	CONSTRUCT NEW WALL ALONG NEW PROPERTY LINE, REMOVE OLD WALL. LOTS ARE BEING SUBDIVIDED BY BUREAU OF STREET AND MAPPING.	I
200404090977	1022097	Apr 09, 2004	RENEW PERMIT APPLICATION #200303079150.	I
200510206152	1070153	Oct 20, 2005	RENEW PERMIT APPLICATION #200003305883 AND #200303079150 - FOR FINAL INSPECTION ONLY.	I
200603096332	1081119	Mar 09, 2006	REVISION TO PERMIT APPLICATION #200303079150/R1 TO CORRECTLY SHOW AS BUILT CONDITION - KITCHEN REMODEL.	I

8. A. Is there an active Franchise Tax Board Referral on file? Yes No ✓
   B. Is this property currently under abatement proceedings for code violations? Yes No ✓
9. Number of residential structures on property? 2
10. A. Has an energy inspection been completed? Yes No ✓ B. If yes, has a proof of compliance been issued? Yes No ✓
11. A. Is the building in the Mandatory Earthquake Retrofit of Wood-Frame Building Program? Yes No ✓
    B. If yes, has the required upgrade work been completed? Yes No
12. Is the building located within the flood risk zone boundaries delineated on the San Francisco Public Utilities Commission's 100-Year Storm Flood Risk Map dated July 01, 2019? Yes No ✓

Records Management Division
49 South Van Ness Avenue, Suite 400 - San Francisco CA 94103
Office (628) 652-3420 - dbi.records3R@sfgov.org - www.sfdbi.org/rmd

Address of Building *1365 - 1367 YORK ST* **Block** *4275* **Lot** *028*

Other Addresses

Date of Issuance: 29 MAR 2022
Date of Expiration: 29 MAR 2023
By: ALICIA MAN
Report No: ***202203211593***

Patty Herrera, Manager
Records Management Division

THIS REPORT IS VALID FOR ONE YEAR ONLY.

The law requires that, prior to the consummation of the sale or exchange of this property, the seller must deliver this report to the buyer and the buyer must sign it.

(For Explanation of terminology, see attached)

City and County of San Francisco
Department of Building Inspection

London N. Breed, Mayor
Patrick O'Riordan, C.B.O., Director

Report of Residential Building Record (3R)

(Housing Code Section 351(a))

BEWARE: This report describes the current legal use of this property as compiled from records of City Departments. There has been no physical examination of the property itself. This record contains no history of any plumbing or electrical permits. The report makes no representation that the property is in compliance with the law. Any occupancy or use of the property other than that listed as authorized in this report may be illegal and subject to removal or abatement, and should be reviewed with the Planning Department and the Department of Building Inspection. Errors or omissions in this report shall not bind or stop the City from enforcing any and all building and zoning codes against the seller, buyer and any subsequent owner. The preparation or delivery of this report shall not impose any liability on the City for any errors or omissions contained in said report, nor shall the City bear any liability not otherwise imposed by law.

Address of Building ***1369 - 1371 YORK ST*** **Block** ***4275*** **Lot** ***028***

Other Addresses

1. A. Present authorized Occupancy or use: UNKNOWN (SOUTH BUILDING)
   B. Is this building classified as a residential condominium? Yes No ✓
   C. Does this building contain any Residential Hotel Guest Rooms as defined in Chap. 41, S.F. Admin. Code? Yes No ✓
2. Zoning district in which located: RH-2
3. Building Code Occupancy Classification: UNKNOWN
4. Do Records of the Planning Department reveal an expiration date for any non-conforming use of this property? Yes No ✓
   If Yes, what date? **The zoning for this property may have changed. Call Planning Department, (628) 652-7300, for the current status.**
5. Building Construction Date (Completed Date): UNKNOWN
6. Original Occupancy or Use: UNKNOWN
7. Construction, conversion or alteration permits issued, if any:

Application #	Issue Date	Type of Work Done	Status
24648	Feb 20, 1937	ALTERATION OF FLATS AS PER PLANS.	EXPIRED
181435	Jan 09, 1956	ASBESTOS SIDING ON SOUTH WALL.	COMPLETED
8502748	Mar 19, 1985	REPLACE EXISTING DAMAGED REAR STAIRS AND LANDING. REPLACE WINDOWS, REPLACE REAR DOORS TO SOLID CORE. REPLACE SINKS AND COUNTER TOP AND BATH FIXTURES.	COMPLETED
8810770	Aug 11, 1988	TO REPAIR FIRE DAMAGE.	COMPLETED
200003305883	Mar 30, 2000	PROVIDE ONE HOUR FIRE SEPARATION BETWEEN BUILDINGS.	EXPIRED
200303079153	May 30, 2003	CONSTRUCT NEW WALL ALONG NEW PROPERTY LINE. REMOVE ALL WALL. LOTS SUBDIVIDED BY BUREAU OF STREET USE AND MAPPING.	ISSUED
200404090975	Apr 09, 2004	RENEW PERMIT APPLICATION #200303079153.	EXPIRED
200502256268	Feb 25, 2005	TO RENEW PERMIT APPLICATIONS #200303079153 AND #200404090975. TO CONSTRUCT NEW WALL ADJACENT TO NEW PROPERTY AS PART OF LOT SUBDIVISION.	COMPLETED
200503036662	Mar 03, 2005	FIX OR REPLACE DETERIORATED BACK EXIT STAIR SERVING THE TWO UNIT SECOND MEANS OF EGRESS.	COMPLETED
200503187916	Mar 18, 2005	REVISION TO PERMIT APPLICATION #200303079153. ONE HOUR WALL AND KITCHEN REMODEL IN UNIT #1371 ONLY. EXISTING CONDITION AS SHOWN NOT TO CORRECT ON PREVIOUS PERMIT.	COMPLETED

Records Management Division
49 South Van Ness Avenue, Suite 400 - San Francisco CA 94103
Office (628) 652-3420 - dbi.records3R@sfgov.org - www.sfdbi.org/rmd

Address of Building ***1369 - 1371 YORK ST*** **Block** ***4275*** **Lot** ***028***

Other Addresses

8. A. Is there an active Franchise Tax Board Referral on file? Yes No ✓
   B. Is this property currently under abatement proceedings for code violations? Yes No ✓
9. Number of residential structures on property? 2
10. A. Has an energy inspection been completed? Yes No ✓ B. If yes, has a proof of compliance been issued? Yes No ✓
11. A. Is the building in the Mandatory Earthquake Retrofit of Wood-Frame Building Program? Yes No ✓
    B. If yes, has the required upgrade work been completed? Yes No
12. Is the building located within the flood risk zone boundaries delineated on the San Francisco Public Utilities Commission's 100-Year Storm Flood Risk Map dated July 01, 2019? Yes No ✓

Date of Issuance: 20 APR 2022
Date of Expiration: 20 APR 2023
By: ADRIAN DOMINGO
Report No: ***202204152378***

Patty Herrera, Manager
Records Management Division

THIS REPORT IS VALID FOR ONE YEAR ONLY.

The law requires that, prior to the consummation of the sale or exchange of this property, the seller must deliver this report to the buyer and the buyer must sign it.

(For Explanation of terminology, see attached)





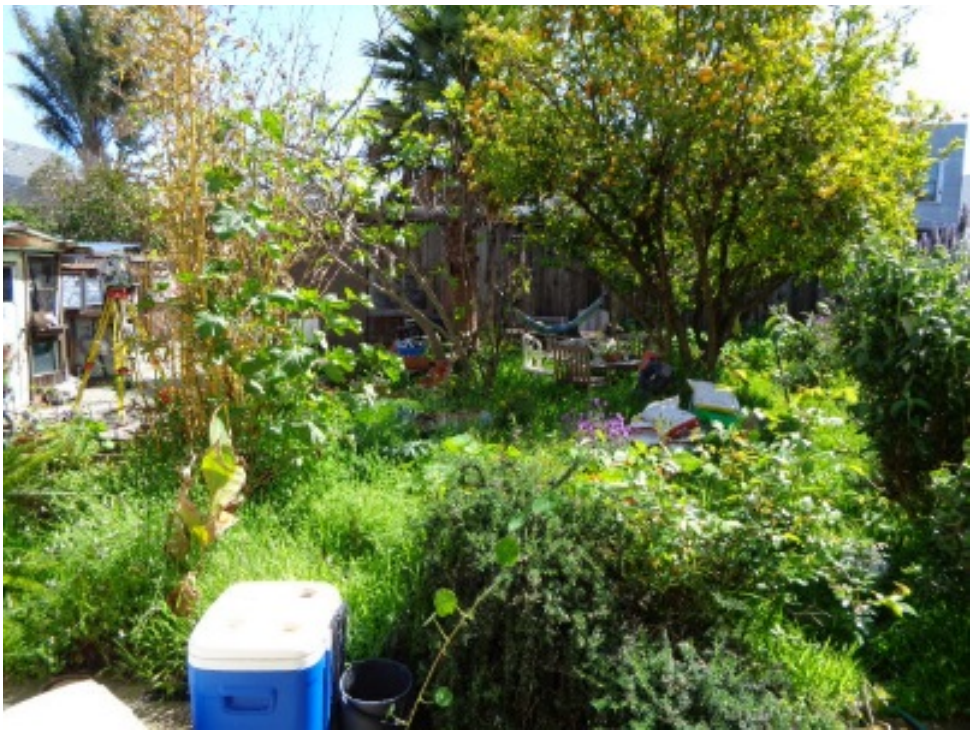
FRONT VIEW (YORK STREET)



LEFT SIDE VIEW (YORK STREET, LOOKING NORTHERLY)



RIGHT SIDE VIEW (YORK STREET, LOOKING SOUTHERLY)



REAR YARD (LOOKING WESTERLY)



REAR YARD (LOOKING EASTERLY)

G. FORMS

Form No. 1

Proposition "M" Findings Form

The Eight Priority Policies
of Section 101.1 of the San Francisco Planning Code

Date: _____

City Planning Case No. _____ *(if available)*

Address 1365 YORK STREET

Assessor's Block 4275 Lot(s) 028

Proposal: _____

EIGHT PRIORITY GENERAL PLAN POLICIES

As a result of the passage of Proposition M (Section 101.1 of the San Francisco Planning Code), findings that demonstrate consistency with the eight priority policies of Section 101.1 must be presented to the Department of City Planning as part of your project application review for general conformity with San Francisco's General Plan.

Photographs of the subject property are required for priority policy review and must be submitted as part of the application.

INSTRUCTIONS TO APPLICANTS: Please present information in detail about how your application relates to each of the eight priority policies listed below. The application will be found to be incomplete if the responses are not thorough. Use a separate document and attach if more space is needed.

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

THIS PROPERTY HAS NO IMPACT ON RETAIL USES

THIS PROPERTY IS ZONED FOR RESIDENTIAL USE

2. That existing housing and neighborhood character be conserved and protected in order to preserve the cultural and economic diversity of our neighborhood;

THERE ARE NO CHANGES TO THE EXISTING STRUCTURE AS A PART OF THIS APPLICATION

3. That the City's supply of affordable housing be preserved and enhanced;

THERE ARE NO CHANGES TO THE EXISTING STRUCTURE AS A PART OF THIS APPLICATION

4. That commuter traffic not impede Muni transit service or overburden our streets or neighborhood parking;

THERE ARE NO CHANGES TO THE EXISTING PARKING AS A PART OF THIS APPLICATION

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

THIS IS A RESIDENTIAL AREA AND ZONED AS SUCH

6. That the City achieve the greatest possible preparedness to protect against injury and loss of life in an earthquake;

THE CURRENT STRUCTURE IS SUFFICIENTLY DESIGNED TO MEET CURRENT REQUIREMENTS

7. That landmarks and historic buildings be preserved; and

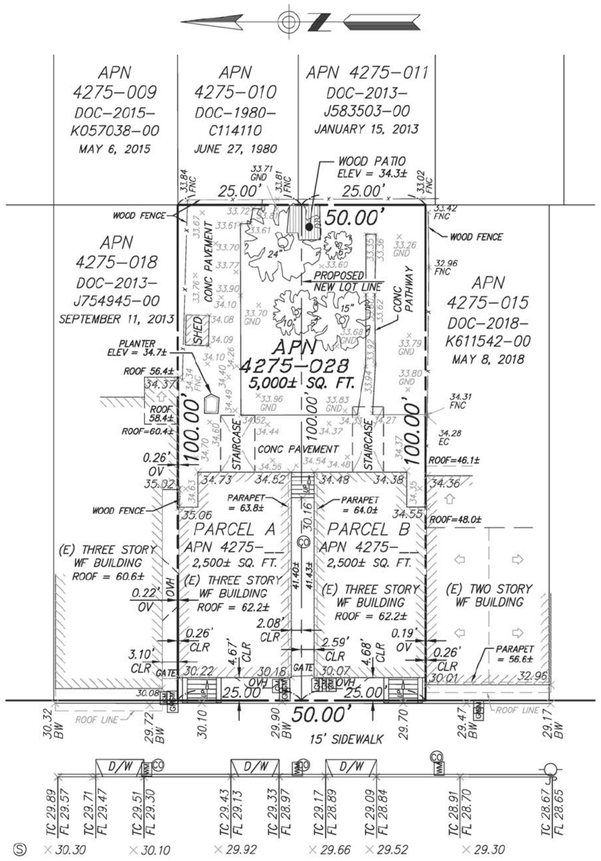
THERE IS NO LANDMARK AT THIS LOCATION AND NO WORK IS PART OF THIS APPLICATION.

8. That our parks and open space and their access to sunlight and vistas be protected from development.

THIS PROPERTY IS NOT ADJACENT OR NEAR ANY PARKS OR OPEN SPACES TO HAVE ANY EFFECT ON SUNLIGHT OR VISTAS

Virginia Lopez
Signature of Applicant

3/7/22
Date



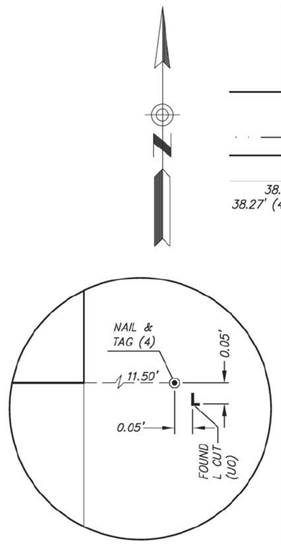
YORK STREET (60.00' WIDE)

SITE DETAIL

GRAPHIC SCALE

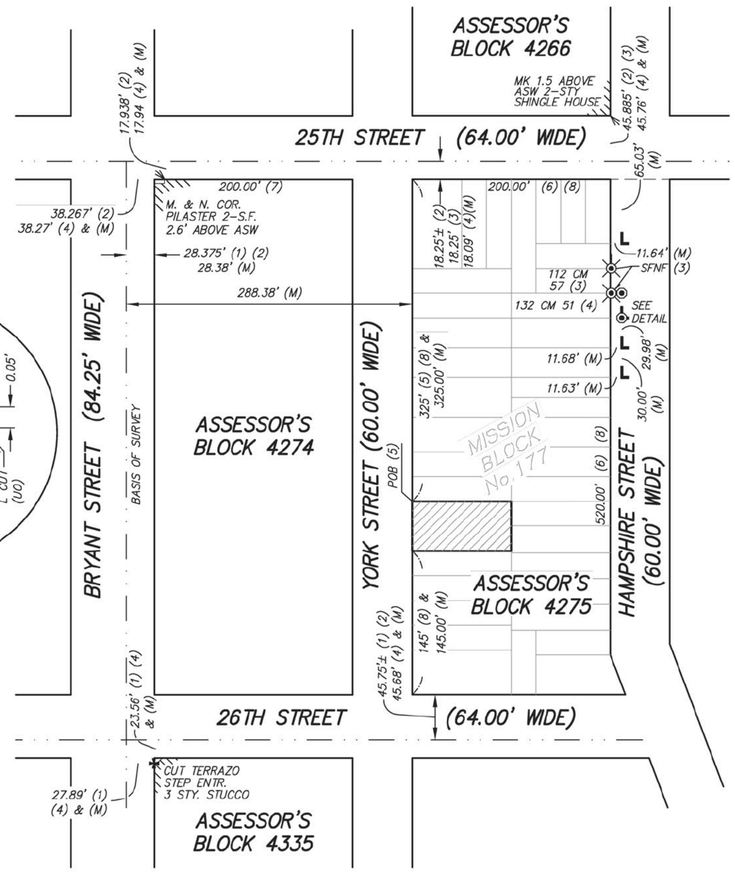
20 0 10 20 40

1 inch = 20 feet



DETAIL

NOT TO SCALE



CONTROL DIAGRAM

GRAPHIC SCALE

100 0 50 100 200

1 inch = 100 feet

LEGEND

- PROPERTY LINE
- ADJACENT PARCEL LINES
- RIGHT OF WAY LINE
- MONUMENT LINE
- PROPOSED NEW LOT LINE
- FENCE LINE
- BUILDING LINE
- SUBJECT PROPERTY
- MARK MONUMENT MAP
- BRASS TAG PER (3), SFNF
- FOUND CROSS CUT
- FOUND L CUT (UO)
- FOUND NAIL & TAG PER (4)
- CLEANOUT
- GAS VALVE
- SANITARY SEWER MANHOLE
- ROOF PITCH
- GAS METER
- WATER METER
- JOINT POLE

ABBREVIATIONS

AB	ASSESSOR'S BLOCK
APN	ASSESSOR'S PARCEL NUMBER
BLDG	BUILDING
BW	BACK OF SIDEWALK
CLR	CLEAR
CONC	CONCRETE
DOC	DOCUMENT
D/W	DRIVEWAY
EC	EDGE OF CONCRETE
ELEV	ELEVATION
FL	FLOW LINE
FNC	FENCE
GND	GROUND
OVH	OVERHANG
POB	POINT OF BEGINNING
SFNF	SEARCHED FOR NOT FOUND
SQ FT	SQUARE FEET
TC	TOP OF CURB
WF	WOOD FRAME
( )	REFERENCE NUMBER
(E)	EXISTING
(M)	MEASURED
(UO)	UNKNOWN ORIGIN

REFERENCES

(1) MONUMENT MAP 279, ON FILE IN THE OFFICE OF THE CITY AND COUNTY SURVEYOR

(2) MONUMENT MAP 280, ON FILE IN THE OFFICE OF THE CITY AND COUNTY SURVEYOR

(3) 112 CM 58, MAP FILED DECEMBER 10, 2009 OFFICE OF THE COUNTY RECORDER

(4) 132 CM 51, MAP FILED JUNE 21, 2017 OFFICE OF THE COUNTY RECORDER

(5) DOC-2006-I276786-00 RECORDED OCTOBER 31, 2006

(6) ASSESSOR'S BLOCK DIAGRAM 4275 FILED IN THE OFFICE OF THE COUNTY RECORDER.

(7) ASSESSOR'S BLOCK DIAGRAM 4274 FILED IN THE OFFICE OF THE COUNTY RECORDER.

(8) HISTORIC BLOCK DIAGRAM: AB 4275, MISSION BLOCK NUMBER 177, ON FILE IN THE OFFICE OF THE CITY AND COUNTY SURVEYOR.

BOUNDARY NOTES

PROPERTY AND RIGHT OF WAY LINES SHOWN HEREON ARE BASED UPON RECORD DATA AND NOT INTENDED TO BE A DETAILED FINAL SURVEY OF THE PROPERTY. BOUNDARY INFORMATION SHOWN HEREON IS FOR PLANNING PURPOSES ONLY.

ALL ANGLES ARE 90° UNLESS OTHERWISE SHOWN.

ALL DISTANCES ARE MEASURED IN FEET AND DECIMALS THEREOF.

DATE OF SURVEY

TOPOGRAPHIC INFORMATION SHOWN HERE IS BASED UPON A FIELD SURVEY PERFORMED JUNE 2021.

SURVEY REFERENCE

THIS SURVEY IS BASED ON THE LEGAL DESCRIPTION DESCRIBED IN THE FOLLOWING GRANT DEED:

APN 4275-028, RECORDED OCTOBER 31, 2006, DOCUMENT NUMBER 2006-I276786-00.

UTILITY NOTE

UNDERGROUND UTILITIES SHOWN HEREON WERE PLOTTED FROM A COMBINATION OF OBSERVED SURFACE EVIDENCE (CONDITIONS PERMITTING) AND RECORD INFORMATION OBTAINED FROM THE RESPECTIVE UTILITY COMPANIES AND ARE NOT INTENDED TO REPRESENT THEIR ACTUAL LOCATIONS. THEREFORE, ALL UTILITIES MUST BE VERIFIED WITH RESPECT TO SIZES, HORIZONTAL & VERTICAL LOCATIONS BY THE OWNER AND/OR CONTRACTOR PRIOR TO DESIGN OR CONSTRUCTION. NO RESPONSIBILITY IS ASSUMED BY TRANSAMERICAN ENGINEERS FOR THE LOCATION AND CAPACITY OF SAID UTILITIES.

PROJECT BENCHMARK - DESCRIPTION

ELEVATIONS SHOWN HEREON WERE OBTAINED FROM THE BENCHMARK LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF 25TH STREET AND BRYANT STREET, LETTER "O" IN "OPEN" TOP HPFS HYDRANT. SAID BENCHMARK IS BASED UPON CITY & COUNTY OF SAN FRANCISCO DATUM AND HAS AN ELEVATION OF 40.176.

OWNER(S)

VIRGINIA LOPEZ
1325 HOWARD AVENUE, #308
BURLINGAME, CA 94010-4212

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY,

BY: _____ DATE: 04-20-2022

BARRY A. PIERCE, L.S. 6975
MY LICENSE EXPIRES SEPTEMBER 30, 2023

TENTATIVE PARCEL MAP

BEING A TWO LOT SUBDIVISION OF THAT REAL PROPERTY
DESCRIBED IN THAT CERTAIN DEED
RECORDED ON OCTOBER 31, 2006
AS DOC-2006-I276786-00, OFFICIAL RECORDS
ALSO BEING A PORTION OF MISSION BLOCK No. 177

CITY & COUNTY OF SAN FRANCISCO
SCALE AS SHOWN

STATE OF CALIFORNIA
APRIL 2022

BARRY A. PIERCE
TRANSAMERICAN ENGINEERS & ASSOCIATES

APN: 4275-028, ADDRESS: 1365 YORK STREET

D. APPLICATION FOR PARCEL MAP / FINAL MAP SUBDIVISION

Property Address: 1365 YORK STREET

Assessor's Block: 4275 Lot Number(s): 028

For DPW-BSM use only
ID No.:

Owner:			
Name:	VIRGINIA LOPEZ		
Address:	1302 York St. San Francisco, Ca. 94110		
Phone:	(650) 520-8889	E-mail:	lopezvirginia333@gmail.com
Attorney's Information: (If Any)			
Name:			
Address:			
Phone:		E-mail:	
Surveyor preparing the subdivision map:			
Name:	BARRY PIERCE		
Address:	1390 MARKET STREET, SUITE #201, SAN FRANCISCO CA 94102		
Phone:	(415) 553-4092	E-mail:	bpierce@transamericanengineers.com
Subdivider: (If different from owner)			
Name:	BARRY PIERCE / TRANSAMERICAN ENGINEERS		
Address:	1390 MARKET STREET, SUITE #201, SAN FRANCISCO CA 94102		

Existing number of lots: 1 (ONE) Proposed number of lots: 2 (TWO)

This subdivision results in an airspace: ☒ No ☐ Yes (shown on Tentative Map)

STATE OF CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO

I (We) Virginia Lopez
(Print Subdivider's Name in full)

declare, under penalty of perjury, that I am (we are) the owner(s) [authorized agent of the owner(s)] of the property that is the subject of this application, that the statements herein and in the attached exhibits present the information required for this application, and the information presented is true and correct to the best of my (our) knowledge and belief.

Date: 3-7-22 Signed: Virginia Lopez

Date: _____ Signed: _____

E. PARCEL MAP / FINAL MAP SUBDIVISION APPLICATION CHECKLIST

Check the following items enclosed where applicable:

Submitted per guidelines and in this order? Yes	Submitted per guidelines and in this order? No	Official Use Only: OK?	No.	Item Description and Order		Total of copies	Which and how many of total required items are needed for each agency? DPW	DCP	DBI **	Form No. (where applicable)
☒	☐	☐	1.	Three (3) electronic copies of Tentative Parcel Map [DPW copies: 1-BSM Mapping; 1-City Planning] **Note:** One additional copy will be required if project falls within the jurisdiction of SFRA. (see page 8)		3	1	1	1*	
☐	☒	☐	2.	Three (3) electronic copies of Tentative Final Map [DPW copies: 1-BSM Mapping; 1-City Planning] **Note:** One additional copy will be required if project falls within the jurisdiction of SFRA. (see page 8)		3	1	1	1*	
☒	☐	☐	3.	Subdivision Fee ($_____)		1	1			
☒	☐	☐	4.	Preliminary Title Report (dated within 3 months)		2	1	1		
☒	☐		5.	Grant Deeds and any other recorded documents for: ☒ Subject Site and ☒ Adjoiners		1	1			
☒	☐	☐	6.	Current 3R Report, see item number 6 page 9 for details		2	1	1		
☒	☐	☐	7.	Neighborhood notification package for Tentative Map decision	☒ 300-Foot Radius Map ☒ Address List ☒ Envelopes	1	1			
☒	☐	☐	8.	Photographs of subject property, as follows: [Public Works Code Sec. 723.2 & Planning Code] ☒ Front photo from the street looking at the property, including sidewalk without obstructions ☒ Photo from left side showing property line and sidewalk fronting subject site ☒ Photo from right side showing property line and sidewalk fronting subject site ☒ Photo of rear of property		2	1	1		
☒	☐	☐	9.	Proposition "M" Findings demonstrating consistency with Eight Priority General Plan Policies [Planning Code Sec. 101.1(b)]		2	1	1		Form No. 1
☒	☐	☐	10.	Submit the following for review by Department of Building Inspection, If required. See page 9.	Completed Form Number 2.	1			1*	Form No. 2

**** ADDITIONAL COPY TO DBI – SEE REQUIREMENTS PAGE 9, ITEM 10***

There should be 2 electronic folders submitted one for DPW and another for DCP both populated with the documents listed above. If the project is required to be reviewed by DBI then there should be another electronic folder submitted populated with the required electronic documents listed above.

1040

LOPEZ APARTMENTS 4

11-35/1210 CA
91207

Date 4/2-7-22

Pay To The Order Of SFPW $250.00

Two hundred fifty ——— Dollars 00/100

Photo Safe Deposit® Details on back

BANK OF AMERICA

ACH R/T 121000358

For 1365-71 York st

Virginia Lopez

⑈001040⑈ ⑆121000358⑆ 325138586058⑈

1042

LOPEZ APARTMENTS 4

11-35/1210 CA
91207

Date 4/8-7-22
VL

Pay To The Order Of SFPW $ 12 071.00

twelve thousand seventy one 00/100 Dollars

Photo Safe Deposit® Details on back

BANK OF AMERICA

ACH R/T 121000358

For 1365-71 York st Virginia Lopez

⑈001042⑈ ⑆121000358⑆ 325138586058⑈

Fidelity National Title
1200 Concord Ave., Suite 400, Concord, CA 94520

Title Report

Virginia Lopez
1365 York Street
San Francisco, CA 94110
Attn: Virginia Lopez

Escrow Officer: Michael Gaffney
Email: mgaffney@fnf.com
File No.: FSFM-0062200647-JJ
Escrow No.: FSFM-0062200647 -MG

Property Address: 1365 York Street, San Francisco, CA

Introducing LiveLOOK

LiveLOOK title document delivery system is designed to provide 24/7 real-time access to all information related to a title insurance transaction.

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Effortless, Efficient, Compliant, and Accessible

Fidelity National Title Company

PRELIMINARY REPORT

In response to the application for a policy of title insurance referenced herein, ***Fidelity National Title Company*** *hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.*

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The policy(ies) of title insurance to be issued hereunder will be policy(ies) of Fidelity National Title Insurance Company, a Florida corporation.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

Fidelity National Title Insurance Company

By:

President

Countersigned By:

Authorized Officer or Agent

Attest:

Secretary

Visit Us on our Website: www.fntic.com

Fidelity National Title Company

ISSUING OFFICE: 1200 Concord Ave., Suite 400, Concord, CA 94520

FOR SETTLEMENT INQUIRIES, CONTACT:
Fidelity National Title Company
2001 Union Street, Suite 625 • San Francisco, CA 94123
(415)346-2030 • FAX

Another Prompt Delivery From Fidelity National Title Company Title Department
Where Local Experience And Expertise Make A Difference

PRELIMINARY REPORT

Title Officer: James Jack
Email: james.jack@titlegroup.fntg.com
Title No.: FSFM-0062200647-JJ

Escrow Officer: Michael Gaffney
Email: mgaffney@fnf.com
Escrow No.: FSFM-0062200647 -MG

TO: Virginia Lopez
1365 York Street
San Francisco, CA 94110
Attn: Virginia Lopez

PROPERTY ADDRESS(ES): 1365 York Street, San Francisco, CA

EFFECTIVE DATE: February 18, 2022 at 07:30 AM

The form of policy or policies of title insurance contemplated by this report is:

ALTA Loan Policy 2006

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

   A FEE

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

   Virginia Lopez, a married woman, as her sole and separate property

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

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

EXHIBIT "A"

Legal Description

For APN/Parcel ID(s): Lot 028, Block 4275

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

BEGINNING AT A POINT ON THE EASTERLY LINE OF YORK STREET, DISTANT THEREON 325 FEET SOUTHERLY FROM THE SOUTHERLY LINE OF 25TH STREET; RUNNING THENCE SOUTHERLY ALONG THE EASTERLY LINE OF YORK STREET 50 FEET; THENCE AT A RIGHT ANGLE EASTERLY 100 FEET; THENCE AT A RIGHT ANGLE NORTHERLY 50 FEET; THENCE AT A RIGHT ANGLE WESTERLY 100 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF MISSION BLOCK NO. 177.

AT THE DATE HEREOF, EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2022-2023.

2. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area:	1000
Tax Identification No.:	Lot 028, Block 4275
Fiscal Year:	2021-2022
1st Installment:	$4,799.93, Paid
2nd Installment:	$4,799.93, Open
Exemption:	$0.00
Land:	$221,033.00
Improvements:	$521,654.00
Personal Property:	$0.00
Bill #:	20210399010

The lien of the assessment shown below, which assessment is or will be collected with, and included in, the property taxes shown above.

Assessment:	DW Code Enforcement Fee
Amount:	$104.00

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

3. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.

4. The herein described Land is within the boundaries of the Mello-Roos Community Facilities District(s). The annual assessments, if any, are collected with the county property taxes. Failure to pay said taxes prior to the delinquency date may result in the above assessment being removed from the county tax roll and subjected to Accelerated Judicial Bond Foreclosure. Inquiry should be made with said District for possible stripped assessments and prior delinquencies.

EXCEPTIONS
(continued)

5. A deed of trust to secure an indebtedness in the amount shown below,

Amount:	$600,000.00
Dated:	October 24, 2006
Trustor/Grantor:	Virginia Lopez, a married woman
Trustee:	Golden West Savings Association Service Co., a California Corporation
Beneficiary:	World Savings Bank, FSB, its successors and/or assignees
Loan No:	0044376754
Recording Date:	October 31, 2006
Recording No.:	2006-I276787-00, Book J257, Page 0227, of Official Records

6. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the Public Records.

   The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

   The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

END OF EXCEPTIONS

NOTES

Note 1. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

Note 2. There is no recorded Certificate of Energy and/or Water Compliance for the property described herein.

Note 3. Note: The name(s) of the proposed insured(s) furnished with this application for title insurance is/are:

No names were furnished with the application. Please provide the name(s) of the buyers as soon as possible.

Note 4. Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DTT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.

Note 5. Note: The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement Form 116 indicating that there is located on said Land a Multiple Family Dwelling, known as 1365 York Street, San Francisco, California, to an Extended Coverage Loan Policy.

Note 6. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

Note 7. Effective December 27, 2016, as mandated through local ordinance, the transfer tax rates are as follows:

More than $100 but Less than or Equal to $250,000 at $2.50 for each $500 ($5.00 per thousand)
More than $250,000 but Less than $1,000,000 at $3.40 for each $500 ($6.80 per thousand)
$1,000,000 or More but Less than $5,000,000 at $3.75 for each $500 ($7.50 per thousand)
$5,000,000 or More but Less than $10,000,000 at $11.25 for each $500 ($22.50 per thousand)
$10,000,000.00 or More but Less than $24,999,000 at $27.50 for each $500 ($55.00 per thousand)
$25,000,000.00 Or More at $30.00 for each $500 or portion thereof ($60.00 per thousand)

NOTE: These rates are for documents recorded on or after December 27, 2016, regardless of when the instrument was executed.

NOTES
(continued)

Note 8. If a county recorder, title insurance company, escrow company, real estate agent or association provides a copy of the declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold faced typed and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.

Note 9. The application for title insurance was placed by reference to only a street address or tax identification number. The proposed Insured must confirm that the legal description in this report covers the parcel(s) of Land requested to be insured. If the legal description is incorrect, the proposed Insured must notify the Company and/or the settlement company in order to prevent errors and to be certain that the legal description for the intended parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.

Note 10. Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirements cannot be met, please call the company at the number provided in this report.

Note 11. The Company and its policy issuing agents are required by Federal law to collect additional information about certain transactions in specified geographic areas in accordance with the Bank Secrecy Act. If this transaction is required to be reported under a Geographic Targeting Order issued by FinCEN, the Company or its policy issuing agent must be supplied with a completed ALTA Information Collection Form ("ICF") prior to closing the transaction contemplated herein.

END OF NOTES

WIRE SAFE™ | Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
http://www.fbi.gov

Internet Crime Complaint Center:
http://www.ic3.gov

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FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE

Effective January 1, 2021

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (*e.g.*, name, address, phone number, email address);
- demographic information (*e.g.*, date of birth, gender, marital status);
- identity information (*e.g.* Social Security Number, driver's license, passport, or other government ID number);
- financial account information (*e.g.* loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (https://fnf.com/pages/californiaprivacy.aspx) or call (888) 413-1748.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes; Use of Comments or Feedback

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, visit FNF's Opt Out Page or contact us by phone at (888) 934-3354 or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

ATTACHMENT ONE

CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY - 1990

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

3. Defects, liens, encumbrances, adverse claims or other matters:

   (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;

   (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;

   (c) resulting in no loss or damage to the insured claimant;

   (d) attaching or created subsequent to Date of Policy; or

   (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.

4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.

5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.

6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

   Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.

3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.

4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

6. Any lien or right to a lien for services, labor or material not shown by the public records.

ATTACHMENT ONE
(CONTINUED)

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
   a. building;
   b. zoning;
   c. land use;
   d. improvements on the Land;
   e. land division; and
   f. environmental protection.

   This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
   a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
   b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
   c. that result in no loss to You; or
   d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
   a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
   b. in streets, alleys, or waterways that touch the Land.

   This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or $2,500.00 (whichever is less)	$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or $5,000.00 (whichever is less)	$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or $5,000.00 (whichever is less)	$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or $2,500.00 (whichever is less)	$ 5,000.00

ATTACHMENT ONE
(CONTINUED)

2006 ALTA LOAN POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
   (a) a fraudulent conveyance or fraudulent transfer, or
   (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

[Except as provided in Schedule B - Part II,[t[or T]his policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

[PART I

[The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.]

PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:]

ATTACHMENT ONE
(CONTINUED)

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
   (a) a fraudulent conveyance or fraudulent transfer; or
   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

[The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.]
7. [Variable exceptions such as taxes, easements, CC&R's, etc., shown here.]

ATTACHMENT ONE
(CONTINUED)

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY - ASSESSMENTS PRIORITY (04-02-15)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
   (a) a fraudulent conveyance or fraudulent transfer, or
   (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, v bration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

FNF Underwritten Title Companies	**Underwritten by FNF Underwriters**
CTC - Chicago Title Company	CTIC - Chicago Title Insurance Company
CLTC - Commonwealth Land Title Company	CLTIC - Commonwealth Land Title Insurance Company
FNTC - Fidelity National Title Company of California	FNTIC - Fidelity National Title Insurance Company
FNTCCA - Fidelity National Title Company of California	FNTIC - Fidelity National Title Insurance Company
TICOR - Ticor Title Company of California	CTIC - Chicago Title Insurance Company
LTC - Lawyer's Title Company	CLTIC - Commonwealth Land Title Insurance Company
SLTC - ServiceLink Title Company	CTIC - Chicago Title Insurance Company

Available Discounts

DISASTER LOANS (CTIC, CLTIC, FNTIC)
The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within twenty-four (24) months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be fifty percent (50%) of the appropriate title insurance rate.

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, FNTIC)
On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be forty percent (40%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted.Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

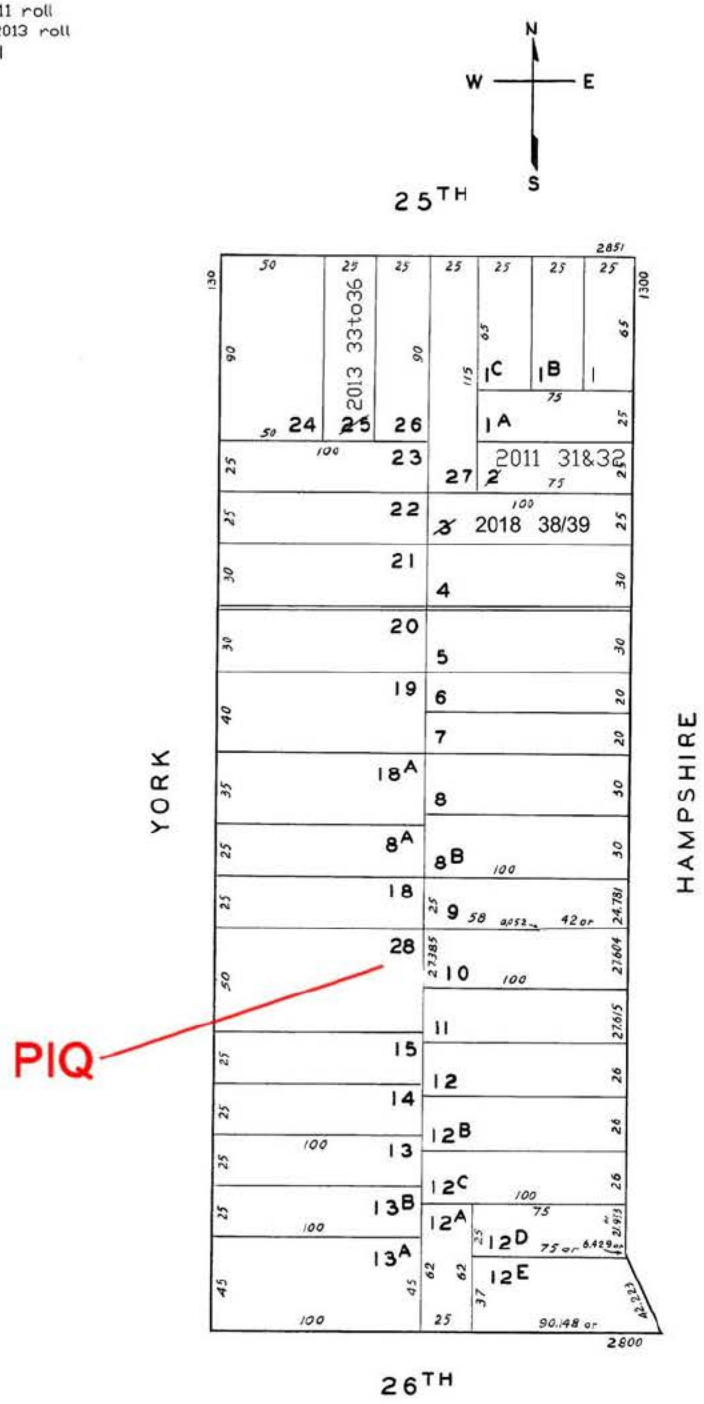
© COPYRIGHT SAN FRANCISCO
CITY & COUNTY ASSESSOR 1995

4275

MISSION BLK. 177

lot2 into lots 31&32 for 2011 roll
lot25 into lots33to36 for 2013 roll
Lot 3 into lots 38 & 39 for 2018 roll

REVISED 1970
Revised 2011
Revised 2013
REVISED 2018



This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

Recording Requested By

(12) North American Title Company

Order No. 56640283

Escrow No. 54605-56221500-DJC

AND WHEN RECORDED MAIL TO:

Name Mrs. Virginia Lopez
Street 49 Allison Street
Address
City & San Franciscoc, CA 94112
State

San Francisco Assessor-Recorder
Phil Ting, Assessor-Recorder
DOC- 2006-I276786-00
Acct 12-NORTH AMERICAN Title Company
Tuesday, OCT 31, 2006 08:00:00
Ttl Pd $12.00 Nbr-0003106508
REEL J257 IMAGE 0226
ogi/GG/1-2

SPACE ABOVE THIS LINE FOR RECORDER'S USE

1365 York St

INDIVIDUAL GRANT DEED

A.P.N. LOT: 028 BLK: 4275

The undersigned grantor (s) declare (s):
Documentary transfer tax is $ NONE City transfer tax is $ NONE
(X) computed on full value of property conveyed, or
( ) computed on full value less value of liens and encumbrances remaining at time of sale.
( ) Unincorporated area: (X) City of San Francisco, and
FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Virginia Lopez who acquired title as Virginia Velasco

hereby GRANT(s) to Virginia Lopez, a married woman, as her sole and separate property

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

BEGINNING AT A POINT ON THE EASTERLY LINE OF YORK STREET, DISTANT THEREON 325 FEET SOUTHERLY FROM THE SOUTHERLY LINE OF 25TH STREET; RUNNING THENCE SOUTHERLY ALONG THE EASTERLY LINE OF YORK STREET 50 FEET; THENCE AT A RIGHT ANGLE EASTERLY 100 FEET; THENCE AT A RIGHT ANGLE NORTHERLY 50 FEET; THENCE AT A RIGHT ANGLE WESTERLY 100 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF MISSION BLOCK NO. 177

Dated October 25, 2006
STATE OF CALIFORNIA,)SS.
COUNTY OF San Francisco)
On October 27, 2006 before me,
Laura M. Di Clementi,
Notary Public, personally appeared
Virginia Lopez

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

Signature Laura M. Di Clementi

Virginia Lopez

HRS2 LAURA M. DI CLEMENTI COMM. NO. 1674895 NOTARY PUBLIC - CALIFORNIA ALAMEDA COUNTY My Comm. Expires July 06, 2010 HRS2

(This area for official notarial seal)

MAIL TAX STATEMENTS TO: Mrs. Virginia Lopez, 49 Allison Street, San Franciscoc, CA 94112

NAME ADDRESS CITY, STATE, ZIP

DESCRIPTION:

The land referred to herein is situated in the State of California, County of San Francisco, City of San Francisco, and is described as follows:

BEGINNING AT A POINT ON THE EASTERLY LINE OF YORK STREET, DISTANT THEREON 325 FEET SOUTHERLY FROM THE SOUTHERLY LINE OF 25TH STREET; RUNNING THENCE SOUTHERLY ALONG THE EASTERLY LINE OF YORK STREET 50 FEET; THENCE AT A RIGHT ANGLE EASTERLY 100 FEET; THENCE AT A RIGHT ANGLE NORTHERLY 50 FEET; THENCE AT A RIGHT ANGLE WESTERLY 100 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF MISSION BLOCK NO. 177

APN: LOT: 028 BLK: 4275

Recording Requested by
First American Title

Recording Requested By /
Return To
PLAZA HOME MORTGAGE, INC
4820 EASTGATE MALL, SUITE 100
SAN DIEGO, CA 92121

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ATTN POST CLOSING

Prepared By

PLAZA HOME MORTGAGE INC
420 EXCHANGE, SUITE 200
IRVINE, CA 92602

San Francisco Assessor-Recorder
Carmen Chu, Assessor-Recorder
DOC- 2015-K057038-00
Check Number 6641
Wednesday, MAY 06, 2015 10 44 30
Ttl Pd $51.00 Rcpt # 0005145159
oar/AB/1-12

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85367180
APN 28-4275-009-1
1374 Hampshire St

DEED OF TRUST

MONDRAGON
Loan # 4815040144
Serv # 1420874735
MIN 100109800002917053
MERS Phone 1-888-679-6377
PIN 009-4275

Trustor/Borrower
SYLVIA MONDRAGON
1374 HAMPSHIRE STREET, SAN FRANCISCO, CA 94110

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21 Certain rules regarding the usage of words used in this document are also provided in Section 16

(A) **"Security Instrument"** means this document, which is dated **APRIL 29, 2015**, together with all Riders to this document

(B) **"Borrower"** is **SYLVIA MONDRAGON AND LEOPOLDO MONDRAGON, WIFE AND HUSBAND AS JOINT TENANTS** Borrower is the trustor under this Security Instrument

(C) **"Lender"** is **PLAZA HOME MORTGAGE INC** Lender is a **CORPORATION** organized and existing under the laws of **CALIFORNIA** Lender's address is **420 EXCHANGE, SUITE 200, IRVINE, CA 92602**

(D) **"Trustee"** is **FIRST AMERICAN TITLE**

(E) **"MERS"** is Mortgage Electronic Registration Systems, Inc MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns **MERS is the beneficiary under this Security Instrument** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P O Box 2026, Flint, MI 48501-2026, tel (888) 679-MERS

(F) **"Note"** means the promissory note signed by Borrower and dated **APRIL 29, 2015** The Note states that Borrower owes Lender **FOUR HUNDRED SEVENTEEN THOUSAND AND 00/100** Dollars (U S **$417,000 00**) plus interest Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **MAY 1, 2045**

(G) **"Property"** means the property that is described below under the heading Transfer of Rights in the Property "

(H) **"Loan"** means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note and all sums due under this Security Instrument, plus interest

(I) **"Riders"** means all Riders to this Security Instrument that are executed by Borrower The following Riders are to be executed by Borrower [check box as applicable]

☐ Adjustable Rate Rider	☐ Condominium Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Planned Unit Development Rider	☐ Biweekly Payment Rider
☐ 1 4 Family Rider	☐ Other(s) [specify]	

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers

(M) "Escrow Items" means those items that are described in Section 3

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for (i) damage to, or destruction of, the Property, (ii) condemnation or other taking of all or any part of the Property, (iii) conveyance in lieu of condemnation, or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U S C §2601 et seq) and its implementing regulation, Regulation X (12 C F R Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS This Security Instrument secures to Lender (i) the repayment of the Loan, and all renewals extensions and modifications of the Note, and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the **COUNTY** of **SAN FRANCISCO** Exhibit "A"
LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF
which currently has the address of **1374 HAMPSHIRE STREET, SAN FRANCISCO, CA 94110** ("Property Address')

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property All replacements and additions shall also be covered by this Security Instrument All of the foregoing is referred to in this Security Instrument as the "Property " Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property, and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument

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

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

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows

1 Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges Borrower shall pay when due the principal of and interest on the debt evidenced by the Note and any prepayment charges and late charges due

under the Note Borrower shall also pay funds for Escrow Items pursuant to Section 3 Payments due under the Note and this Security Instrument shall be made in U S currency However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender (a) cash, (b) money order, (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity, or (d) Electronic Funds Transfer

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15 Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument

2 Application of Payments or Proceeds Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority (a) interest due under the Note, (b) principal due under the Note, (c) amounts due under Section 3 Such payments shall be applied to each Periodic Payment in the order in which it became due Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments

3 Funds for Escrow Items Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds ') to provide for payment of amounts due for (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property, (b) leasehold payments or ground rents on the Property if any, (c) premiums for any and all insurance required by Lender under Section 5, and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10 These items are called "Escrow Items " At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time Any such waiver may only be in writing In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement' is used in Section 9 If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds and in such amounts, that are then required under this Section 3

Lender may at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA Lender shall

estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender

4 Charges, Liens Borrower shall pay all taxes assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement, (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded, or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan

5 Property Insurance Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires What Lender requires pursuant to the preceding sentences can change during the term of the Loan The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower s choice, which right shall not be exercised unreasonably Lender may require Borrower to pay, in connection with this Loan either (a) a one-time charge for flood zone determination, certification and tracking services, or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower

If Borrower fails to maintain any of the coverages described above Lender may obtain insurance coverage, at Lender's option and Borrower's expense Lender is under no obligation to purchase any particular type or amount of coverage Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower s equity in the Property, or the contents of the Property against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest upon notice from Lender to Borrower requesting payment

All insurance policies required by Lender and renewals of such policies shall be subject to Lender s right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional

loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance Lender shall have the right to hold the policies and renewal certificates If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender Lender may make proof of loss if not made promptly by Borrower Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower Such insurance proceeds shall be applied in the order provided for in Section 2

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim The 30-day period will begin when the notice is given In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due

6 Occupancy Borrower shall occupy, establish, and use the Property as Borrower s principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control

7 Preservation, Maintenance and Protection of the Property, Inspections Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property Whether or not Borrower is residing in the Property Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower s obligation for the completion of such repair or restoration

Lender or its agent may make reasonable entries upon and inspections of the Property If it has reasonable cause, Lender may inspect the interior of the improvements on the Property Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause

8 Borrower's Loan Application Borrower shall be in default if during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan Material representations include, but are not limited to representations concerning Borrower's occupancy of the Property as Borrower's principal residence

9 Protection of Lender's Interest in the Property and Rights Under this Security Instrument If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument (b) there is a legal proceeding that might significantly affect Lender s interest in the Property and/or rights under this Security Instrument (such as a proceeding in

bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property Lender's actions can include, but are not limited to (a) paying any sums secured by a lien which has priority over this Security Instrument, (b) appearing in court, and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease Borrower shall not, without the express written consent of Lender, alter or amend the ground lease If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing

10 Mortgage Insurance If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed Borrower is not a party to the Mortgage Insurance

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums)

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower s payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses If such agreement provides that an affiliate of Lender takes a share of the insurer s risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance " Further

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law These rights may include the right to receive

certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination

11 Assignment of Miscellaneous Proceeds, Forfeiture All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due with the excess, if any, paid to Borrower

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value Any balance shall be paid to Borrower

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2

12 Borrower Not Released, Forbearance By Lender Not a Waiver Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy

13 Joint and Several Liability, Co-signers, Successors and Assigns Bound Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several However, any Borrower who co signs this Security Instrument but does not execute the Note (a "co-signer") (a) is co-signing this Security Instrument only to mortgage, grant and convey the

co-signer's interest in the Property under the terms of this Security Instrument, (b) is not personally obligated to pay the sums secured by this Security Instrument, and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender

14 Loan Charges Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note) Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge

15 Notices All notices given by Borrower or Lender in connection with this Security Instrument must be in writing Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender Borrower shall promptly notify Lender of Borrower's change of address If Lender specifies a procedure for reporting Borrower s change of address, then Borrower shall only report a change of address through that specified procedure There may be only one designated notice address under this Security Instrument at any one time Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument

16 Governing Law, Severability, Rules of Construction This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision

As used in this Security Instrument (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender, (b) words in the singular shall mean and include the plural and vice versa, and (c) the word "may' gives sole discretion without any obligation to take any action

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

18 Transfer of the Property or a Beneficial Interest in Borrower As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law

If Lender exercises this option Lender shall give Borrower notice of acceleration The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums

secured by this Security Instrument If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower

19 Borrower's Right to Reinstate After Acceleration If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument, (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate, or (c) entry of a judgment enforcing this Security Instrument Those conditions are that Borrower (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred, (b) cures any default of any other covenants or agreements, (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender (a) cash, (b) money order, (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity, or (d) Electronic Funds Transfer Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred However, this right to reinstate shall not apply in the case of acceleration under Section 18

20 Sale of Note, Change of Loan Servicer, Notice of Grievance The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20

21 Hazardous Substances As used in this Section 21 (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials, (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection, (c) Environmental Cleanup includes any response action, remedial action, or removal action, as defined in Environmental Law, and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law (b) which creates an Environmental Condition, or (c) which due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to hazardous substances in consumer products)

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to any spilling,

leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law Nothing herein shall create any obligation on Lender for an Environmental Cleanup

NON-UNIFORM COVENANTS Borrower and Lender further covenant and agree as follows

22 Acceleration, Remedies Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise) The notice shall specify (a) the default, (b) the action required to cure the default, (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured, and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence

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

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

23 Reconveyance Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it Lender may charge such person or persons a reasonable fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law If the fee charged does not exceed the fee set by Applicable Law, the fee is conclusively presumed to be reasonable

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

25 Statement of Obligation Fee Lender may collect a fee not to exceed the maximum amount permitted by Applicable Law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it

The undersigned Borrower requests that a copy of any Notice of Default and any Notice of Sale under this Security Instrument be mailed to the Borrower at the address set forth above

- BORROWER - SYLVIA MONDRAGON

- BORROWER - LEOPOLDO MONDRAGON

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

State of California
County of San Francisco
On 04-30-2015 before me, Conny Prado - Notary Public,
(here insert name and title of the officer)

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

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

WITNESS my hand and official seal

CONNY PRADO
Commission # 1964206
Notary Public California
San Francisco County
My Comm Expires Jan 15 2016

Signature _____ (Seal)

MORTGAGE LOAN ORIGINATOR **STEVEN SHANK**
NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBER **322266**
MORTGAGE LOAN ORIGINATION COMPANY **PRIME PLUS FUNDING, INCORPORATED**
NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBER **343582**

Exhibit "A"

Real property in the City of **San Francisco**, County of **San Francisco**, State of **California**, described as follows

BEGINNING AT A POINT ON THE WESTERLY LINE OF HAMPSHIRE STREET, DISTANT THEREON 300 FEET SOUTHERLY FORM THE SOUTHERLY LINE OF 25TH STREET, RUNNING THENCE WESTERLY AT A RIGHT-ANGLE TO THE -SAID WESTERLY LINE OF HAMPSHIRE STREET A DISTANCE OF 100 FEET, THENCE AT ARIGHT ANGLE SOUTHERLY 25 FEET THENCE AT A RIGHT ANGLE EASTERLY 58 FEET, THENCE AT A RIGHT ANGLE NORTHERLY 0-5/8 OF AN INCH, THENCE EASTERLY 42 FEET, MORE OR LESS, TO A POINT ON THE WESTERLY LINE OF HAMPSHIRE STREET DISTANT THEREON 24 FEET AND 9-3/8 INCHES SOUTHERLY FROM THE POINT OF BEGINNING, THENCE NORTHERLY ALONG SAID LINE OF HAMPSHIRE STREET 24 FEET AND 9-3/8 INCHES TO THE POINT OF BEGINNING.

APN # **LOT 009 BLK 4275**

Commonly known as 1374 Hampshire Street, San Francisco, CA 94110

(10) RECORDING REQUESTED BY

TRANSAMERICA TITLE INSURANCE

AND WHEN RECORDED MAIL TO

Name / Street Address / City State Zip:
Maria Abrego
1378 Hampshire St.
San Francisco, Ca.

TRANSAMERICA TITLE INS. CO.
C114110
1980 JUN 27 PM 1:00
SAN FRANCISCO, CALIF.
RECORDER

BOOK D 16 PAGE 502

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO

Name / Street Address / City State Zip:
-SAME AS ABOVE-

DOCUMENTARY TRANSFER TAX $ NO CONSIDERATION
____ COMPUTED ON FULL VALUE OF PROPERTY CONVEYED,
____ OR COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING AT TIME OF SALE.
Rosa Bahamonde
Signature of Declarant or Agent determining tax. Firm Name

GRANT DEED

(Escrow No. 713956)

By this instrument dated June 24, 1980, for a valuable consideration,

MARIA L. ABREGO, an unmarried woman

hereby GRANTS to

MARIA ABREGO, an unmarried woman

the following described Real Property in the State of California, County of San Francisco

City of San Francisco

PARCEL ONE:

COMMENCING AT A POINT ON THE WESTERLY LINE OF HAMPSHIRE STREET DISTANT THEREON 324 FEET 9-3/8 INCHES SOUTHERLY FROM THE SOUTHERLY LINE OF 25TH STREET; RUNNING THENCE SOUTHERLY AND ALONG SAID LINE OF HAMPSHIRE STREET 27 FEET 7-1/4 INCHES; THENCE AT A RIGHT ANGLE WESTERLY 100 FEET; THENCE AT A RIGHT ANGLE NORTHERLY 27 FEET 4-5/8 INCHES; THENCE AT A RIGHT ANGLE EASTERLY 58 FEET; THENCE AT A RIGHT ANGLE NORTHERLY 0-5/8 INCHES; THENCE EASTERLY 42 FEET, MORE OR LESS, TO THE POINT OF COMMENCEMENT.

BEING PART OF MISSION BLOCK NO. 177.

PARCEL TWO:

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER A STRIP OF LAND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE WESTERLY LINE OF HAMPSHIRE STREET, DISTANT THEREON 352 FEET 4-5/8 INCHES SOUTHERLY FROM THE SOUTHERLY LINE OF 25TH STREET; RUNNING THENCE SOUTHERLY ALONG SAID WESTERLY LINE OF HAMPSHIRE STREET 4 FEET 3-7/8 INCHES; THENCE AT A RIGHT ANGLE WESTERLY 100 FEET; THENCE AT A RIGHT ANGLE NORTHERLY 4 FEET 3-7/8 INCHES; THENCE AT A RIGHT ANGLE EASTERLY 100 FEET TO THE POINT OF COMMENCEMENT. BEING A PORTION OF MISSION BLOCK NO. 177.

ASSESSOR'S PARCEL NO.: BLOCK 4275, LOT 10.

BOOK D 16 PAGE 503

Maria L Abrego
MARIA L. ABREGO

STATE OF CALIFORNIA } SS.
COUNTY OF San Francisco

On June 25, 1980 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Maria L. Abrego known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

OFFICIAL SEAL
Ana I. Milian
NOTARY PUBLIC - CALIFORNIA
SAN FRANCISCO COUNTY
My comm. expires APR 8, 1983

Notary's Signature Ana I. Milian

MAIL TAX STATEMENTS AS DIRECTED ABOVE

(4)

Form No. 340 Revised 9-67

12

RECORDING REQUESTED BY:
Chicago Title Company
Escrow No.: 12-**35023521**-MC
Locate No.: CACTI7738-7738-2350-0035023521
Title No.: 12-**35023521**-MG

When Recorded Mail Document and Tax Statement To:
Mr. Robert O'Dell

P.O. Box 15700
San Francisco, CA 94115

San Francisco Assessor-Recorder
D. Hoa Nguyen, Acting Assessor-Recorder
DOC- 2013-J583503-00
Acct 1-CHICAGO Title Company
Tuesday, JAN 15, 2013 08:00:00
Ttl Pd $1,092.00 Rcpt # 0004597748
REEL K813 IMAGE 0241
osi/AK/1-2

APN: Lot 011, Block 4275
1380-1382 Hampshire St

SPACE ABOVE THIS LINE FOR RECORDER'S USE

QUITCLAIM DEED

The undersigned grantor(s) declare(s)
Documentary transfer tax is $1,065.00 City Tax is $0.00
[ ] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale,
[ ] Unincorporated Area City of **San Francisco**,

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Matthew L. Klein, an unmarried man**

hereby remises, releases and quitclaims to **Robert A. O'Dell, an unmarried man**

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: December 13, 2012

Matthew L. Klein

State of California)
County of Kern)

On December 14, 2012 before me,
C M Brunni, Notary Public
(here insert name and title of the officer), personally appeared
Matthew L. Klein,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

C. M. BRUNNI
Commission # 1941168
Notary Public - California
Kern County
My Comm. Expires Jul 13, 2015

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 C M Brunni (Seal)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

Escrow No.: 12-**35023521**-MC
Locate No.: CACTI7738-7738-2350-0035023521
Title No.: 12-**35023521**-MG

EXHIBIT "A"

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

PARCEL A:

BEGINNING AT A POINT ON THE WESTERLY LINE OF HAMPSHIRE STREET, DISTANT THEREON 352 FEET, 4-5/8 INCHES SOUTHERLY FROM THE SOUTHERLY LINE OF 25TH STREET; RUNNING THENCE SOUTHERLY, ALONG SAID LINE OF 25TH STREET, 27 FEET, 7-3/8 INCHES; THENCE AT A RIGHT ANGLE WESTERLY 100 FEET; THENCE AT A RIGHT ANGLE NORTHERLY 27 FEET, 7-3/8 INCHES; THENCE AT A RIGHT ANGLE EASTERLY 100 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF MISSION BLOCK NO. 177

PARCEL B:

AN EASEMENT FOR INGRESS AND EGRESS OVER, ACROSS AND THROUGH THE SOUTHERLY 4 FEET, 2-7/8 INCHES OF THE NORTHERLY ADJACENT PROPERTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF HAMPSHIRE STREET, DISTANT THEREON 348 FEET, 4-5/8 INCHES SOUTHERLY FROM THE SOUTHERLY LINE OF 25TH STREET; RUNNING THENCE SOUTHERLY 4 FEET, 2-7/8 INCHES; THENCE AT A RIGHT ANGLE WESTERLY 100 FEET; THENCE AT A RIGHT ANGLE NORTHERLY 4 FEET, 2-7/8 INCHES; THENCE AT A RIGHT ANGLE EASTERLY 100 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF MISSION BLOCK NO. 177.

APN: Lot 011, Block 4275

Escrow No. 56604-1559872

When recorded, mail to:
San Francisco Federal Credit Union
770 Golden Gate Avenue
San Francisco, CA 94102
415-775-5377

RECORDING REQUESTED BY:
NORTH AMERICAN TITLE

20189K61154200013
San Francisco Assessor-Recorder
Carmen Chu, Assessor-Recorder
DOC 2018-K611542-00
Acct 5001-North American Title Company
Tuesday, MAY 08, 2018 09:01:08
Ttl Pd $128.00 Nbr-0005801682
OYY/RE/1-13

Escrow No.: 1559872
LOAN #: 1803002207

APN #: Block 4275 Lot 015
PROPERTY ADDRESS: 1377 YORK STREET, SAN FRANCISCO, CA 94110

[Space Above This Line For Recording Data]

DEED OF TRUST

DEFINITIONS
Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.
(A) "**Security Instrument**" means this document, which is dated **May 1, 2018.** together with all Riders to this document.
(B) "Borrower" is **Jose Manuel Alvarado, as trustee for Jose Manuel Alvarado Trust as undivided 50% interest and Cristina D.C. Alvarez, an unmarried woman an undivided 50% interest.**

Borrower's address is **1377 YORK STREET, SAN FRANCISCO, CA 94110.**

Borrower is the trustor under this Security Instrument.
(C) "Lender" is **San Francisco Federal Credit Union.**

Initials: J.M.A./CA
CAUDEDL 0315
CAUDEDL (CLS)
04/26/2018 04:21 PM PST

Lender is **a Federal Credit Union,** organized and existing under the laws of **The United States of America.** Lender's address is **770 Golden Gate Avenue, San Francisco, CA 94102**

Lender is the beneficiary under this Security Instrument.
(D) "Trustee" is **FIRST AMERICAN TITLE INSURANCE COMPANY.**

(E) "**Note**" means the promissory note signed by Borrower and dated **May 1, 2018.** The Note states that Borrower owes Lender **ONE HUNDRED SEVENTY ONE THOUSAND AND NO/100*** ********** Dollars (U.S. **$171,000.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **June 1, 2033.**
(F) "**Property**" means the property that is described below under the heading "Transfer of Rights in the Property."
(G) "**Loan**" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
(H) "**Riders**" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- ☐ Adjustable Rate Rider
- ☐ Balloon Rider
- ☐ 1-4 Family Rider
- ☐ V.A. Rider
- ☐ Condominium Rider
- ☐ Planned Unit Development Rider
- ☐ Biweekly Payment Rider
- ☐ Second Home Rider
- ☑ Other(s) [specify]

(I) "**Applicable Law**" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(J) "**Community Association Dues, Fees, and Assessments**" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
(K) "**Electronic Funds Transfer**" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(L) "**Escrow Items**" means those items that are described in Section 3.
(M) "**Miscellaneous Proceeds**" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
(N) "**Mortgage Insurance**" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(O) "**Periodic Payment**" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
(P) "**RESPA**" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
(Q) "**Successor in Interest of Borrower**" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note.

For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the **County** [Type of Recording Jurisdiction] of **San Francisco** [Name of Recording Jurisdiction]:

BEGINNING AT A POINT ON THE EASTERLY LINE OF YORK STREET, DISTANT THEREON 120 FEET NORTHERLY FROM THE NORTHERLY LINE OF 26TH STREET, RUNNING THENCE NORTHERLY AND ALONG SAID LINE OF YORK STREET 25 FEET; THENCE AT A RIGHT ANGLE EASTERLY 100 FEET; THENCE AT A RIGHT ANGLE SOUTHERLY 25 FEET; THENCE AT A RIGHT ANGLE WESTERLY 100 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF MISSION BLOCK SO. 177.
APN: BLOCK 4275 LOT 015
APN #: Block 4275 Lot 015

which currently has the address of **1377 YORK STREET, SAN FRANCISCO,** [Street] [City]

California **94110** ("Property Address"):
[Zip Code]

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

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

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

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

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring

the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall

notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds,

whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water

from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration

period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

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

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all

sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the **date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this** Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

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

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Lender may charge such person or persons a reasonable fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law. If the fee charged does not exceed the fee set by Applicable Law, the fee is conclusively presumed to be reasonable.

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

25. Statement of Obligation Fee. Lender may collect a fee not to exceed the maximum amount permitted by Applicable Law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

LOAN #: 1803002207

The undersigned Borrower requests that a copy of any Notice of Default and any Notice of Sale under this Security Instrument be mailed to Borrower at the address set forth above.

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

5-1-18
CRISTINA D.C. ALVAREZ (Seal) **DATE**

5-1-18
JOSE MANUEL ALVARADO, AS TRUSTEE OF JOSE MANUEL ALVARADO TRUST UNDER TRUST INSTRUMENT DATED 5/13/2014, FOR THE BENEFIT OF JOSE MANUEL ALVARADO (Seal) **DATE**

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

State of CALIFORNIA
County of SAN FRANCISCO

Bellinda Rangel
Notary Public

On May 1st, 2018 **, before me,** _____
(here insert name and title of the officer), personally appeared JOSE MANUEL ALVARADO AND CRISTINA D.C. ALVAREZ, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/ are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/ her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____
Bellinda Rangel **(NOTARY)**

(SEAL)

BELLINDA RANGEL
Notary Public – California
Alameda County
Commission # 2179282
My Comm. Expires Jan 12, 2021

Lender: San Francisco Federal Credit Union
NMLS ID: 416906
Loan Originator: Jazmin Cortez
NMLS ID: 836334

RECORDING REQUESTED BY:

John & Elizabeth Nuno

WHEN RECORDED MAIL TO AND MAIL TAX STATEMENTS TO:

John & Elizabeth Nuno
1361 York Street
San Francisco, CA 94110

San Francisco Assessor-Recorder
Carmen Chu, Assessor-Recorder
DOC- 2013-J754945-00
Wednesday, SEP 11, 2013 13:04:40
Ttl Pd $21.00 Rcpt # 0004792655
REEL K979 IMAGE 0443
okc/KC/1-2

Title Order No.: _____ Space Above This Line For Recorder's Use Escrow No. _____

TRUST TRANSFER GRANT DEED

THE UNDERSIGNED GRANTOR(s) DECLARE(s):
DOCUMENTARY TRANSFER TAX is $ zero. CITY TAX $ zero

☐ Unincorporated area: [X] City of San Francisco, and
[X] This conveyance transfers the grantor's interest into his or her revocable trust, R & T 11930

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

John D. Nuno and Elizabeth Nuno, Husband and Wife,

hereby GRANT to

John D. Nuno and Elizabeth Nuno, Trustees of the John D. and Elizabeth Nuno Revocable Trust Dated 09/10/2013

the following described real property commonly known as 1359-1361 York Street, in the City and County of San Francisco, State of California:

COMMENCING ON A POINT ON THE EASTERLY LINE OF YORK STREET, DISTANT THEREON 195 FEET NORTHERLY FROM THE NORTHEASTERLY CORNER OF YORK AND TWENTY-SIXTH STREETS; RUNNING THENCE NORTHERLY ALONG SAID EASTERLY LINE OF YORK STREET 25 FEET; THENCE AT A RIGHT ANGLE EASTERLY 100 FEET; THENCE AT A RIGHT ANGLE SOUTHERLY 25 FEET; AND THENCE AT A RIGHT ANGLE WESTERLY 100 FEET TO THE POINT OF COMMENCEMENT.

BEING A PORTION OF MISSION BLOCK NO. 177.

ASSESSOR'S LOT 18, BLOCK 4275

Dated: September 10, 2013

John D. Nuno

Elizabeth Nuno

STATE OF CALIFORNIA }
} S.S.
COUNTY OF SAN FRANCISCO }

On September 10, 2013, before me, Preciosa Guinto Malinis, a notary public for the State of California, personally appeared John D. Nuno and Elizabeth Nuno, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons 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)

PRECIOSA GUINTO MALINIS
Commission # 1922521
Notary Public - California
San Francisco County
My Comm. Expires Jan 30, 2015

City and County of San Francisco
Department of Building Inspection

London N. Breed, Mayor
Patrick O'Riordan, C.B.O., Director

Report of Residential Building Record (3R)

(Housing Code Section 351(a))

BEWARE: This report describes the current legal use of this property as compiled from records of City Departments. There has been no physical examination of the property itself. This record contains no history of any plumbing or electrical permits. The report makes no representation that the property is in compliance with the law. Any occupancy or use of the property other than that listed as authorized in this report may be illegal and subject to removal or abatement, and should be reviewed with the Planning Department and the Department of Building Inspection. Errors or omissions in this report shall not bind or stop the City from enforcing any and all building and zoning codes against the seller, buyer and any subsequent owner. The preparation or delivery of this report shall not impose any liability on the City for any errors or omissions contained in said report, nor shall the City bear any liability not otherwise imposed by law.

Address of Building *1365 - 1367 YORK ST* **Block** *4275* **Lot** *028*

Other Addresses

1. A. Present authorized Occupancy or use: UNKNOWN
   B. Is this building classified as a residential condominium? Yes No ✓
   C. Does this building contain any Residential Hotel Guest Rooms as defined in Chap. 41, S.F. Admin. Code? Yes No ✓
2. Zoning district in which located: RH-2 3. Building Code Occupancy Classification UNKN
4. Do Records of the Planning Department reveal an expiration date for any non-conforming use of this property? Yes No ✓
   If Yes, what date? **The zoning for this property may have changed. Call Planning Department, (628) 652-7300, for the current status.**
5. Building Construction Date (Completed Date): UNKNOWN
6. Original Occupancy or Use: UNKNOWN
7. Construction, conversion or alteration permits issued, if any:

Application #	Permit #	Issue Date	Type of Work Done	Status
8005775	461572	Jun 30, 1980	REBUILD REAR STAIRS.	C
8502748	528625	Mar 19, 1985	REPLACE EXISTING DAMAGED REAR STAIRS AND LANDING. REPLACE WINDOWS. REPLACE REAR DOORS TO SOLID CORE. REPLACE SINKS AND COUNTER TOP.	C
200003305883	906209	Mar 30, 2000	PROVIDE ONE HOUR FIRE SEPARATION BETWEEN BUILDINGS.	X
200303079150	995846	May 30, 2003	CONSTRUCT NEW WALL ALONG NEW PROPERTY LINE, REMOVE OLD WALL. LOTS ARE BEING SUBDIVIDED BY BUREAU OF STREET AND MAPPING.	I
200404090977	1022097	Apr 09, 2004	RENEW PERMIT APPLICATION #200303079150.	I
200510206152	1070153	Oct 20, 2005	RENEW PERMIT APPLICATION #200003305883 AND #200303079150 - FOR FINAL INSPECTION ONLY.	I
200603096332	1081119	Mar 09, 2006	REVISION TO PERMIT APPLICATION #200303079150/R1 TO CORRECTLY SHOW AS BUILT CONDITION - KITCHEN REMODEL.	I

8. A. Is there an active Franchise Tax Board Referral on file? Yes No ✓
   B. Is this property currently under abatement proceedings for code violations? Yes No ✓
9. Number of residential structures on property? 2
10. A. Has an energy inspection been completed? Yes No ✓ B. If yes, has a proof of compliance been issued? Yes No ✓
11. A. Is the building in the Mandatory Earthquake Retrofit of Wood-Frame Building Program? Yes No ✓
    B. If yes, has the required upgrade work been completed? Yes No
12. Is the building located within the flood risk zone boundaries delineated on the San Francisco Public Utilities Commission's 100-Year Storm Flood Risk Map dated July 01, 2019? Yes No ✓

Records Management Division
49 South Van Ness Avenue, Suite 400 - San Francisco CA 94103
Office (628) 652-3420 - dbi.records3R@sfgov.org - www.sfdbi.org/rmd

Address of Building *1365 - 1367 YORK ST* **Block** *4275* **Lot** *028*

Other Addresses

Date of Issuance: 29 MAR 2022
Date of Expiration: 29 MAR 2023
By: ALICIA MAN
Report No: ***202203211593***

Patty Herrera, Manager
Records Management Division

THIS REPORT IS VALID FOR ONE YEAR ONLY.

The law requires that, prior to the consummation of the sale or exchange of this property, the seller must deliver this report to the buyer and the buyer must sign it.

(For Explanation of terminology, see attached)

City and County of San Francisco
Department of Building Inspection

London N. Breed, Mayor
Patrick O'Riordan, C.B.O., Director

Report of Residential Building Record (3R)

(Housing Code Section 351(a))

BEWARE: This report describes the current legal use of this property as compiled from records of City Departments. There has been no physical examination of the property itself. This record contains no history of any plumbing or electrical permits. The report makes no representation that the property is in compliance with the law. Any occupancy or use of the property other than that listed as authorized in this report may be illegal and subject to removal or abatement, and should be reviewed with the Planning Department and the Department of Building Inspection. Errors or omissions in this report shall not bind or stop the City from enforcing any and all building and zoning codes against the seller, buyer and any subsequent owner. The preparation or delivery of this report shall not impose any liability on the City for any errors or omissions contained in said report, nor shall the City bear any liability not otherwise imposed by law.

Address of Building ***1369 - 1371 YORK ST*** **Block** ***4275*** **Lot** ***028***

Other Addresses

1. A. Present authorized Occupancy or use: UNKNOWN (SOUTH BUILDING)
   B. Is this building classified as a residential condominium? Yes No ✓
   C. Does this building contain any Residential Hotel Guest Rooms as defined in Chap. 41, S.F. Admin. Code? Yes No ✓
2. Zoning district in which located: RH-2
3. Building Code Occupancy Classification: UNKNOWN
4. Do Records of the Planning Department reveal an expiration date for any non-conforming use of this property? Yes No ✓
   If Yes, what date? **The zoning for this property may have changed. Call Planning Department, (628) 652-7300, for the current status.**
5. Building Construction Date (Completed Date): UNKNOWN
6. Original Occupancy or Use: UNKNOWN
7. Construction, conversion or alteration permits issued, if any:

Application #	Issue Date	Type of Work Done	Status
24648	Feb 20, 1937	ALTERATION OF FLATS AS PER PLANS.	EXPIRED
181435	Jan 09, 1956	ASBESTOS SIDING ON SOUTH WALL.	COMPLETED
8502748	Mar 19, 1985	REPLACE EXISTING DAMAGED REAR STAIRS AND LANDING. REPLACE WINDOWS, REPLACE REAR DOORS TO SOLID CORE. REPLACE SINKS AND COUNTER TOP AND BATH FIXTURES.	COMPLETED
8810770	Aug 11, 1988	TO REPAIR FIRE DAMAGE.	COMPLETED
200003305883	Mar 30, 2000	PROVIDE ONE HOUR FIRE SEPARATION BETWEEN BUILDINGS.	EXPIRED
200303079153	May 30, 2003	CONSTRUCT NEW WALL ALONG NEW PROPERTY LINE. REMOVE ALL WALL. LOTS SUBDIVIDED BY BUREAU OF STREET USE AND MAPPING.	ISSUED
200404090975	Apr 09, 2004	RENEW PERMIT APPLICATION #200303079153.	EXPIRED
200502256268	Feb 25, 2005	TO RENEW PERMIT APPLICATIONS #200303079153 AND #200404090975. TO CONSTRUCT NEW WALL ADJACENT TO NEW PROPERTY AS PART OF LOT SUBDIVISION.	COMPLETED
200503036662	Mar 03, 2005	FIX OR REPLACE DETERIORATED BACK EXIT STAIR SERVING THE TWO UNIT SECOND MEANS OF EGRESS.	COMPLETED
200503187916	Mar 18, 2005	REVISION TO PERMIT APPLICATION #200303079153. ONE HOUR WALL AND KITCHEN REMODEL IN UNIT #1371 ONLY. EXISTING CONDITION AS SHOWN NOT TO CORRECT ON PREVIOUS PERMIT.	COMPLETED

Records Management Division
49 South Van Ness Avenue, Suite 400 - San Francisco CA 94103
Office (628) 652-3420 - dbi.records3R@sfgov.org - www.sfdbi.org/rmd

Address of Building ***1369 - 1371 YORK ST*** **Block** ***4275*** **Lot** ***028***

Other Addresses

8. A. Is there an active Franchise Tax Board Referral on file? Yes No ✓
   B. Is this property currently under abatement proceedings for code violations? Yes No ✓
9. Number of residential structures on property? 2
10. A. Has an energy inspection been completed? Yes No ✓ B. If yes, has a proof of compliance been issued? Yes No ✓
11. A. Is the building in the Mandatory Earthquake Retrofit of Wood-Frame Building Program? Yes No ✓
    B. If yes, has the required upgrade work been completed? Yes No
12. Is the building located within the flood risk zone boundaries delineated on the San Francisco Public Utilities Commission's 100-Year Storm Flood Risk Map dated July 01, 2019? Yes No ✓

Date of Issuance: 20 APR 2022
Date of Expiration: 20 APR 2023
By: ADRIAN DOMINGO
Report No: ***202204152378***

Patty Herrera, Manager
Records Management Division

THIS REPORT IS VALID FOR ONE YEAR ONLY.

The law requires that, prior to the consummation of the sale or exchange of this property, the seller must deliver this report to the buyer and the buyer must sign it.

(For Explanation of terminology, see attached)





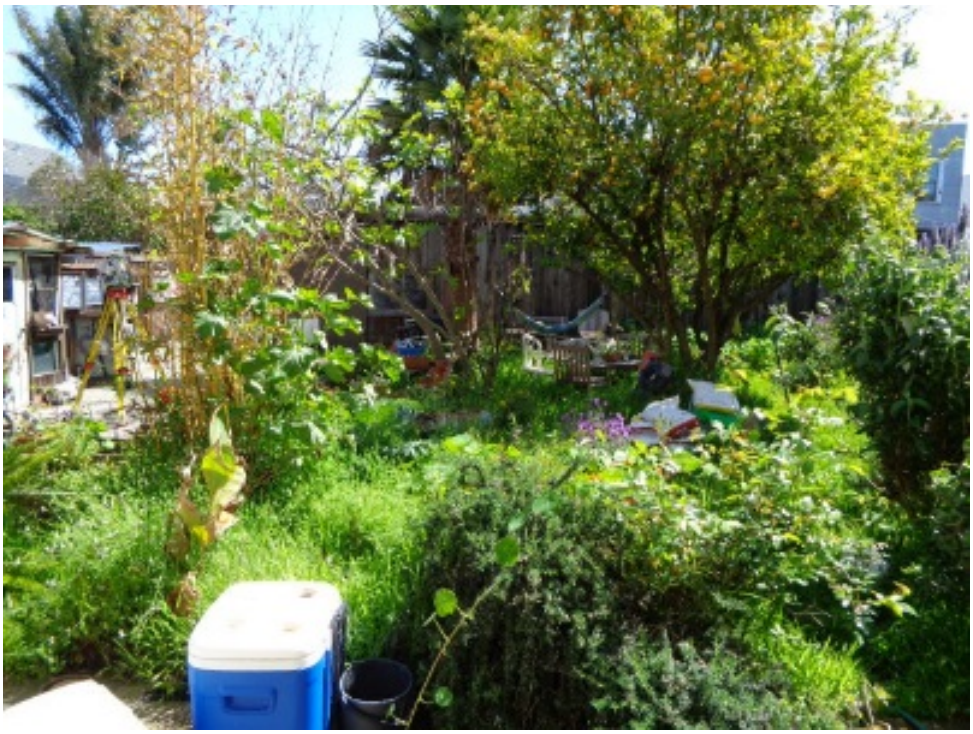
FRONT VIEW (YORK STREET)



LEFT SIDE VIEW (YORK STREET, LOOKING NORTHERLY)



RIGHT SIDE VIEW (YORK STREET, LOOKING SOUTHERLY)



REAR YARD (LOOKING WESTERLY)



REAR YARD (LOOKING EASTERLY)

G. FORMS

Form No. 1

Proposition "M" Findings Form

The Eight Priority Policies
of Section 101.1 of the San Francisco Planning Code

Date: _____

City Planning Case No. _____ *(if available)*

Address 1365 YORK STREET

Assessor's Block 4275 Lot(s) 028

Proposal: _____

EIGHT PRIORITY GENERAL PLAN POLICIES

As a result of the passage of Proposition M (Section 101.1 of the San Francisco Planning Code), findings that demonstrate consistency with the eight priority policies of Section 101.1 must be presented to the Department of City Planning as part of your project application review for general conformity with San Francisco's General Plan.

Photographs of the subject property are required for priority policy review and must be submitted as part of the application.

INSTRUCTIONS TO APPLICANTS: Please present information in detail about how your application relates to each of the eight priority policies listed below. The application will be found to be incomplete if the responses are not thorough. Use a separate document and attach if more space is needed.

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

THIS PROPERTY HAS NO IMPACT ON RETAIL USES

THIS PROPERTY IS ZONED FOR RESIDENTIAL USE

2. That existing housing and neighborhood character be conserved and protected in order to preserve the cultural and economic diversity of our neighborhood;

THERE ARE NO CHANGES TO THE EXISTING STRUCTURE AS A PART OF THIS APPLICATION

3. That the City's supply of affordable housing be preserved and enhanced;

THERE ARE NO CHANGES TO THE EXISTING STRUCTURE AS A PART OF THIS APPLICATION

4. That commuter traffic not impede Muni transit service or overburden our streets or neighborhood parking;

THERE ARE NO CHANGES TO THE EXISTING PARKING AS A PART OF THIS APPLICATION

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

THIS IS A RESIDENTIAL AREA AND ZONED AS SUCH

6. That the City achieve the greatest possible preparedness to protect against injury and loss of life in an earthquake;

THE CURRENT STRUCTURE IS SUFFICIENTLY DESIGNED TO MEET CURRENT REQUIREMENTS

7. That landmarks and historic buildings be preserved; and

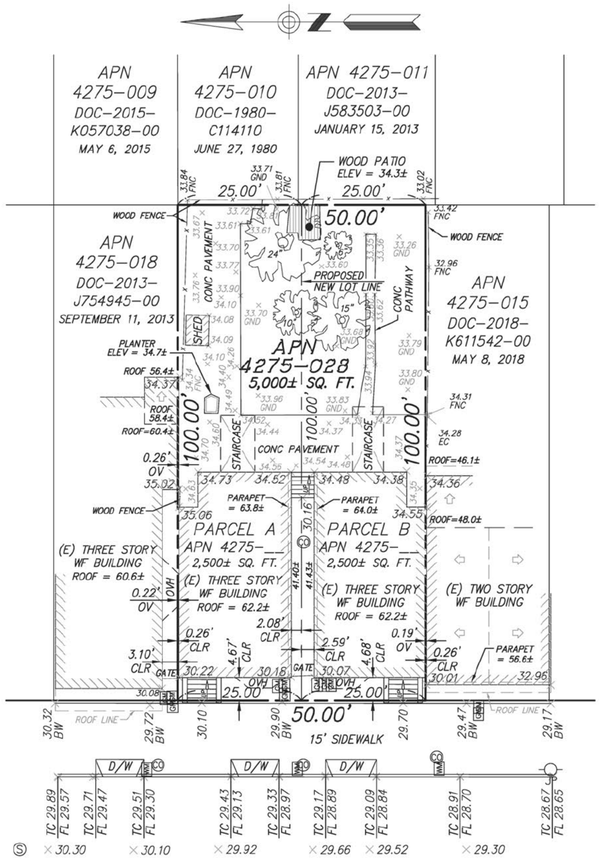
THERE IS NO LANDMARK AT THIS LOCATION AND NO WORK IS PART OF THIS APPLICATION.

8. That our parks and open space and their access to sunlight and vistas be protected from development.

THIS PROPERTY IS NOT ADJACENT OR NEAR ANY PARKS OR OPEN SPACES TO HAVE ANY EFFECT ON SUNLIGHT OR VISTAS

Virginia Lopez
Signature of Applicant

3/7/22
Date



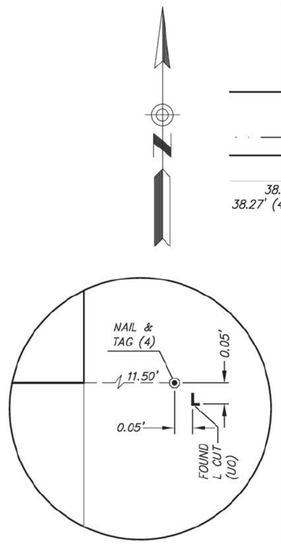
YORK STREET (60.00' WIDE)

SITE DETAIL

GRAPHIC SCALE

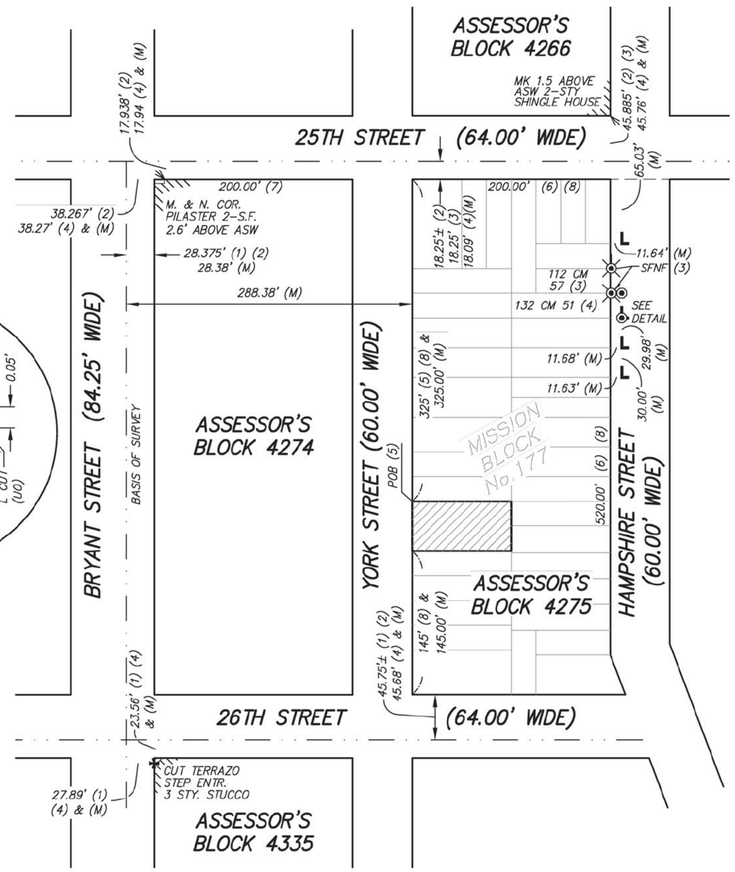
20 0 10 20 40

1 inch = 20 feet



DETAIL

NOT TO SCALE



CONTROL DIAGRAM

GRAPHIC SCALE

100 0 50 100 200

1 inch = 100 feet

LEGEND

- PROPERTY LINE
- ADJACENT PARCEL LINES
- RIGHT OF WAY LINE
- MONUMENT LINE
- PROPOSED NEW LOT LINE
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- BRASS TAG PER (3), SFNF
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- CLEANOUT
- GAS VALVE
- SANITARY SEWER MANHOLE
- ROOF PITCH
- GAS METER
- WATER METER
- JOINT POLE

ABBREVIATIONS

AB	ASSESSOR'S BLOCK
APN	ASSESSOR'S PARCEL NUMBER
BLDG	BUILDING
BW	BACK OF SIDEWALK
CLR	CLEAR
CONC	CONCRETE
DOC	DOCUMENT
D/W	DRIVEWAY
EC	EDGE OF CONCRETE
ELEV	ELEVATION
FL	FLOW LINE
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GND	GROUND
OVH	OVERHANG
POB	POINT OF BEGINNING
SFNF	SEARCHED FOR NOT FOUND
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WF	WOOD FRAME
( )	REFERENCE NUMBER
(E)	EXISTING
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(UO)	UNKNOWN ORIGIN

REFERENCES

(1) MONUMENT MAP 279, ON FILE IN THE OFFICE OF THE CITY AND COUNTY SURVEYOR

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(4) 132 CM 51, MAP FILED JUNE 21, 2017 OFFICE OF THE COUNTY RECORDER

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(6) ASSESSOR'S BLOCK DIAGRAM 4275 FILED IN THE OFFICE OF THE COUNTY RECORDER.

(7) ASSESSOR'S BLOCK DIAGRAM 4274 FILED IN THE OFFICE OF THE COUNTY RECORDER.

(8) HISTORIC BLOCK DIAGRAM: AB 4275, MISSION BLOCK NUMBER 177, ON FILE IN THE OFFICE OF THE CITY AND COUNTY SURVEYOR.

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ALL ANGLES ARE 90° UNLESS OTHERWISE SHOWN.

ALL DISTANCES ARE MEASURED IN FEET AND DECIMALS THEREOF.

DATE OF SURVEY

TOPOGRAPHIC INFORMATION SHOWN HERE IS BASED UPON A FIELD SURVEY PERFORMED JUNE 2021.

SURVEY REFERENCE

THIS SURVEY IS BASED ON THE LEGAL DESCRIPTION DESCRIBED IN THE FOLLOWING GRANT DEED:

APN 4275-028, RECORDED OCTOBER 31, 2006, DOCUMENT NUMBER 2006-I276786-00.

UTILITY NOTE

UNDERGROUND UTILITIES SHOWN HEREON WERE PLOTTED FROM A COMBINATION OF OBSERVED SURFACE EVIDENCE (CONDITIONS PERMITTING) AND RECORD INFORMATION OBTAINED FROM THE RESPECTIVE UTILITY COMPANIES AND ARE NOT INTENDED TO REPRESENT THEIR ACTUAL LOCATIONS. THEREFORE, ALL UTILITIES MUST BE VERIFIED WITH RESPECT TO SIZES, HORIZONTAL & VERTICAL LOCATIONS BY THE OWNER AND/OR CONTRACTOR PRIOR TO DESIGN OR CONSTRUCTION. NO RESPONSIBILITY IS ASSUMED BY TRANSAMERICAN ENGINEERS FOR THE LOCATION AND CAPACITY OF SAID UTILITIES.

PROJECT BENCHMARK - DESCRIPTION

ELEVATIONS SHOWN HEREON WERE OBTAINED FROM THE BENCHMARK LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF 25TH STREET AND BRYANT STREET, LETTER "O" IN "OPEN" TOP HPFS HYDRANT. SAID BENCHMARK IS BASED UPON CITY & COUNTY OF SAN FRANCISCO DATUM AND HAS AN ELEVATION OF 40.176.

OWNER(S)

VIRGINIA LOPEZ
1325 HOWARD AVENUE, #308
BURLINGAME, CA 94010-4212

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY,

BY: _____ DATE: 04-20-2022

BARRY A. PIERCE, L.S. 6975
MY LICENSE EXPIRES SEPTEMBER 30, 2023

TENTATIVE PARCEL MAP

BEING A TWO LOT SUBDIVISION OF THAT REAL PROPERTY
DESCRIBED IN THAT CERTAIN DEED
RECORDED ON OCTOBER 31, 2006
AS DOC-2006-I276786-00, OFFICIAL RECORDS
ALSO BEING A PORTION OF MISSION BLOCK No. 177

CITY & COUNTY OF SAN FRANCISCO
SCALE AS SHOWN

STATE OF CALIFORNIA
APRIL 2022

BARRY A. PIERCE
TRANSAMERICAN ENGINEERS & ASSOCIATES

APN: 4275-028, ADDRESS: 1365 YORK STREET

E. PARCEL MAP / FINAL MAP SUBDIVISION APPLICATION CHECKLIST

Check the following items enclosed where applicable:

Submitted per guidelines and in this order? Yes	Submitted per guidelines and in this order? No	Official Use Only: OK?	No.	Item Description and Order		Total of copies	Which and how many of total required items are needed for each agency? DPW	DCP	DBI **	Form No. (where applicable)
☒	☐	☐	1.	Three (3) electronic copies of Tentative Parcel Map [DPW copies: 1-BSM Mapping; 1-City Planning] **Note:** One additional copy will be required if project falls within the jurisdiction of SFRA. (see page 8)		3	1	1	1*	
☐	☒	☐	2.	Three (3) electronic copies of Tentative Final Map [DPW copies: 1-BSM Mapping; 1-City Planning] **Note:** One additional copy will be required if project falls within the jurisdiction of SFRA. (see page 8)		3	1	1	1*	
☒	☐	☐	3.	Subdivision Fee ($_____)		1	1			
☒	☐	☐	4.	Preliminary Title Report (dated within 3 months)		2	1	1		
☒	☐		5.	Grant Deeds and any other recorded documents for: ☒ Subject Site and ☒ Adjoiners		1	1			
☒	☐	☐	6.	Current 3R Report, see item number 6 page 9 for details		2	1	1		
☒	☐	☐	7.	Neighborhood notification package for Tentative Map decision	☒ 300-Foot Radius Map ☒ Address List ☒ Envelopes	1	1			
☒	☐	☐	8.	Photographs of subject property, as follows: [Public Works Code Sec. 723.2 & Planning Code] ☒ Front photo from the street looking at the property, including sidewalk without obstructions ☒ Photo from left side showing property line and sidewalk fronting subject site ☒ Photo from right side showing property line and sidewalk fronting subject site ☒ Photo of rear of property		2	1	1		
☒	☐	☐	9.	Proposition "M" Findings demonstrating consistency with Eight Priority General Plan Policies [Planning Code Sec. 101.1(b)]		2	1	1		Form No. 1
☒	☐	☐	10.	Submit the following for review by Department of Building Inspection, If required. See page 9.	Completed Form Number 2.	1			1*	Form No. 2

**** ADDITIONAL COPY TO DBI – SEE REQUIREMENTS PAGE 9, ITEM 10***

There should be 2 electronic folders submitted one for DPW and another for DCP both populated with the documents listed above. If the project is required to be reviewed by DBI then there should be another electronic folder submitted populated with the required electronic documents listed above.

D. APPLICATION FOR PARCEL MAP / FINAL MAP SUBDIVISION

Property Address: 1365 YORK STREET

Assessor's Block: 4275 Lot Number(s): 028

For DPW-BSM use only
ID No.:

Owner:			
Name:	VIRGINIA LOPEZ		
Address:	1302 York St. San Francisco, Ca. 94110		
Phone:	(650) 520-8889	E-mail:	lopezvirginia333@gmail.com
Attorney's Information: (If Any)			
Name:			
Address:			
Phone:		E-mail:	
Surveyor preparing the subdivision map:			
Name:	BARRY PIERCE		
Address:	1390 MARKET STREET, SUITE #201, SAN FRANCISCO CA 94102		
Phone:	(415) 553-4092	E-mail:	bpierce@transamericanengineers.com
Subdivider: (If different from owner)			
Name:	BARRY PIERCE / TRANSAMERICAN ENGINEERS		
Address:	1390 MARKET STREET, SUITE #201, SAN FRANCISCO CA 94102		

Existing number of lots: 1 (ONE) Proposed number of lots: 2 (TWO)

This subdivision results in an airspace: ☒ No ☐ Yes (shown on Tentative Map)

STATE OF CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO

I (We) Virginia Lopez
(Print Subdivider's Name in full)

declare, under penalty of perjury, that I am (we are) the owner(s) [authorized agent of the owner(s)] of the property that is the subject of this application, that the statements herein and in the attached exhibits present the information required for this application, and the information presented is true and correct to the best of my (our) knowledge and belief.

Date: 3-7-22 Signed: Virginia Lopez

Date: _____ Signed: _____

E. PARCEL MAP / FINAL MAP SUBDIVISION APPLICATION CHECKLIST

Check the following items enclosed where applicable:

Submitted per guidelines and in this order? Yes	Submitted per guidelines and in this order? No	Official Use Only: OK?	No.	Item Description and Order		Total of copies	Which and how many of total required items are needed for each agency? DPW	DCP	DBI **	Form No. (where applicable)
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1041

LOPEZ APARTMENTS 4

11-35/1210 CA
91207

Date 4X-7-22
VL

Pay To The Order Of DBI $486.00

four hundred eighty six Dollars 00/100

Photo Safe Deposit® Details on back

BANK OF AMERICA

ACH R/T 121000358

For 1365-71 york st Virginia Lopez MP

⑈001041⑈ ⑆121000358⑆ 325138586058⑈

Form No. 2

Required ONLY when creating a <u>new</u> lot line on property occupied with existing building(s) **(NOT required if Map is only for merging adjoining lots).**

Department of Building Inspection Requirements

Property Address: 1365 YORK STREET

Assessor's Block: 4275 Lot Number(s): 028

Submit a separate check payable to Department of Building Inspection. Form number 2 will be forwarded to DBI, it is important to be sure it is complete. Photos and Architectural floor plans should be attached if they are available. DBI reviews for building code compliance mainly fire rating, they will require the following information:

Building Inspection Fees **See Current Fee Schedule**

Area of Wall(s) = (Length X Height) SEE BELOW

Area of ALL Openings (Total) SEE BELOW

Construction material – what is the wall(s) made of WOOD FRAME

Pictures detailing above

Architect floor plans (if available)

Other

-1365-1367 YORK STREET BUILDING - AREA OF WALLS = 3,762.0 SQ. FT.

TOTAL AREA OF ALL OPENINGS = 340.0 SQ. FT.

-1369-1371 YORK STREET BUILDING - AREA OF WALLS = 3,747.50 SQ. FT.

TOTAL AREA OF ALL OPENINGS = 350.50 SQ. FT.





FRONT VIEW (YORK STREET)



ALLEY WAY (LOOKING WESTERLY)



ALLEY WAY (LOOKING EASTERLY)



REAR VIEW (1369-1371 YORK ST. BLDG, LOOKING EASTERLY)



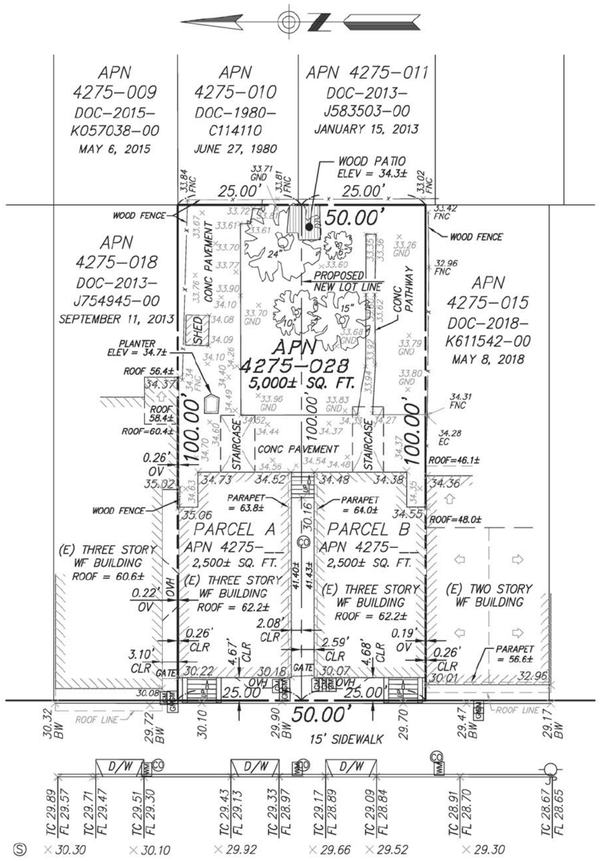
REAR VIEW (1369-1371 YORK ST. BLDG, LOOKING NORTHEASTERLY)



REAR VIEW (1365-1367 YORK ST. BLDG, LOOKING EASTERLY)



REAR VIEW (1365-1367 YORK ST. BLDG, LOOKING SOUTHEASTERLY)



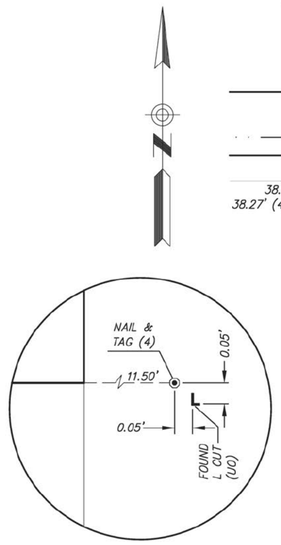
YORK STREET (60.00' WIDE)

SITE DETAIL

GRAPHIC SCALE

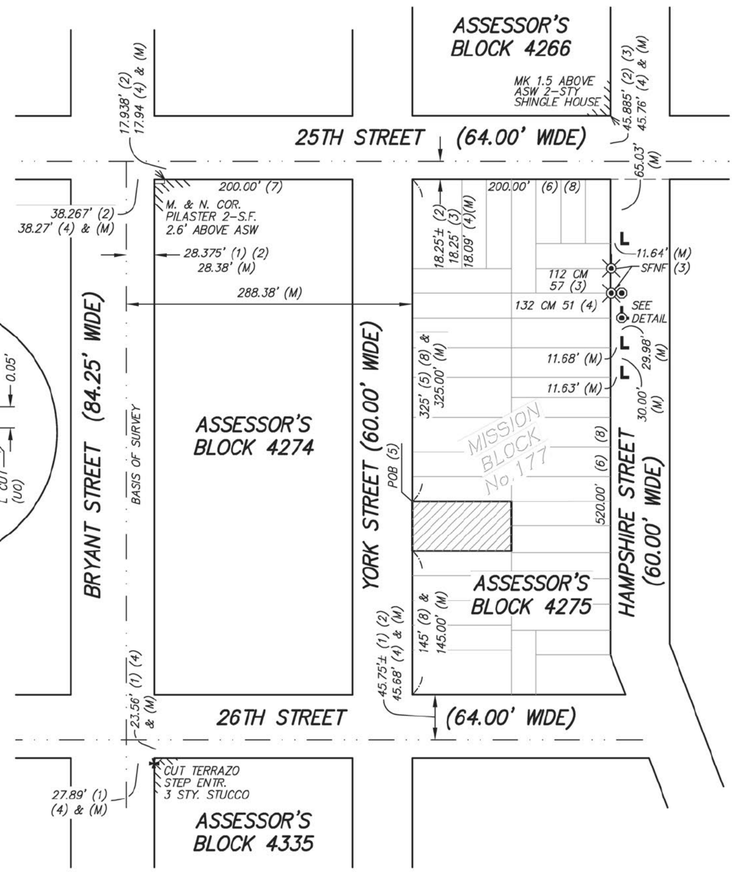
20 0 10 20 40

1 inch = 20 feet



DETAIL

NOT TO SCALE



CONTROL DIAGRAM

GRAPHIC SCALE

100 0 50 100 200

1 inch = 100 feet

LEGEND

- PROPERTY LINE
- ADJACENT PARCEL LINES
- RIGHT OF WAY LINE
- MONUMENT LINE
- PROPOSED NEW LOT LINE
- FENCE LINE
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- SUBJECT PROPERTY
- MARK MONUMENT MAP
- BRASS TAG PER (3), SFNF
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- CLEANOUT
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ABBREVIATIONS

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(8) HISTORIC BLOCK DIAGRAM: AB 4275, MISSION BLOCK NUMBER 177, ON FILE IN THE OFFICE OF THE CITY AND COUNTY SURVEYOR.

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DATE OF SURVEY

TOPOGRAPHIC INFORMATION SHOWN HERE IS BASED UPON A FIELD SURVEY PERFORMED JUNE 2021.

SURVEY REFERENCE

THIS SURVEY IS BASED ON THE LEGAL DESCRIPTION DESCRIBED IN THE FOLLOWING GRANT DEED:

APN 4275-028, RECORDED OCTOBER 31, 2006, DOCUMENT NUMBER 2006-I276786-00.

UTILITY NOTE

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OWNER(S)

VIRGINIA LOPEZ
1325 HOWARD AVENUE, #308
BURLINGAME, CA 94010-4212

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY,

BY: _____ DATE: 04-20-2022

BARRY A. PIERCE, L.S. 6975
MY LICENSE EXPIRES SEPTEMBER 30, 2023

TENTATIVE PARCEL MAP

BEING A TWO LOT SUBDIVISION OF THAT REAL PROPERTY
DESCRIBED IN THAT CERTAIN DEED
RECORDED ON OCTOBER 31, 2006
AS DOC-2006-I276786-00, OFFICIAL RECORDS
ALSO BEING A PORTION OF MISSION BLOCK No. 177

CITY & COUNTY OF SAN FRANCISCO
SCALE AS SHOWN

STATE OF CALIFORNIA
APRIL 2022

BARRY A. PIERCE
TRANSAMERICAN ENGINEERS & ASSOCIATES

APN: 4275-028, ADDRESS: 1365 YORK STREET

D. APPLICATION FOR PARCEL MAP / FINAL MAP SUBDIVISION

Property Address: 1365 YORK STREET

Assessor's Block: 4275 Lot Number(s): 028

For DPW-BSM use only
ID No.:

Owner:			
Name:	VIRGINIA LOPEZ		
Address:	1302 York St. San Francisco, Ca. 94110		
Phone:	(650) 520-8889	E-mail:	lopezvirginia333@gmail.com
Attorney's Information: (If Any)			
Name:			
Address:			
Phone:		E-mail:	
Surveyor preparing the subdivision map:			
Name:	BARRY PIERCE		
Address:	1390 MARKET STREET, SUITE #201, SAN FRANCISCO CA 94102		
Phone:	(415) 553-4092	E-mail:	bpierce@transamericanengineers.com
Subdivider: (If different from owner)			
Name:	BARRY PIERCE / TRANSAMERICAN ENGINEERS		
Address:	1390 MARKET STREET, SUITE #201, SAN FRANCISCO CA 94102		

Existing number of lots: 1 (ONE) Proposed number of lots: 2 (TWO)

This subdivision results in an airspace: ☒ No ☐ Yes (shown on Tentative Map)

STATE OF CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO

I (We) Virginia Lopez
(Print Subdivider's Name in full)

declare, under penalty of perjury, that I am (we are) the owner(s) [authorized agent of the owner(s)] of the property that is the subject of this application, that the statements herein and in the attached exhibits present the information required for this application, and the information presented is true and correct to the best of my (our) knowledge and belief.

Date: 3-7-22 Signed: Virginia Lopez

Date: _____ Signed: _____

E. PARCEL MAP / FINAL MAP SUBDIVISION APPLICATION CHECKLIST

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Submitted per guidelines and in this order? Yes	Submitted per guidelines and in this order? No	Official Use Only: OK?	No.	Item Description and Order		Total of copies	Which and how many of total required items are needed for each agency? DPW	DCP	DBI **	Form No. (where applicable)
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Fidelity National Title
1200 Concord Ave., Suite 400, Concord, CA 94520

Title Report

Virginia Lopez
1365 York Street
San Francisco, CA 94110
Attn: Virginia Lopez

Escrow Officer: Michael Gaffney
Email: mgaffney@fnf.com
File No.: FSFM-0062200647-JJ
Escrow No.: FSFM-0062200647 -MG

Property Address: 1365 York Street, San Francisco, CA

Introducing LiveLOOK

LiveLOOK title document delivery system is designed to provide 24/7 real-time access to all information related to a title insurance transaction.

Access title reports, exception documents, an easy-to-use summary page, and more, at your fingertips and your convenience.

To view your new Fidelity National Title LiveLOOK report, Click Here



Effortless, Efficient, Compliant, and Accessible

Fidelity National Title Company

PRELIMINARY REPORT

In response to the application for a policy of title insurance referenced herein, ***Fidelity National Title Company*** *hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.*

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The policy(ies) of title insurance to be issued hereunder will be policy(ies) of Fidelity National Title Insurance Company, a Florida corporation.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

Fidelity National Title Insurance Company

By:

President

Countersigned By:

Authorized Officer or Agent

Attest:

Secretary

Visit Us on our Website: www.fntic.com

Fidelity National Title Company

ISSUING OFFICE: 1200 Concord Ave., Suite 400, Concord, CA 94520

FOR SETTLEMENT INQUIRIES, CONTACT:
Fidelity National Title Company
2001 Union Street, Suite 625 • San Francisco, CA 94123
(415)346-2030 • FAX

Another Prompt Delivery From Fidelity National Title Company Title Department
Where Local Experience And Expertise Make A Difference

PRELIMINARY REPORT

Title Officer: James Jack
Email: james.jack@titlegroup.fntg.com
Title No.: FSFM-0062200647-JJ

Escrow Officer: Michael Gaffney
Email: mgaffney@fnf.com
Escrow No.: FSFM-0062200647 -MG

TO: Virginia Lopez
1365 York Street
San Francisco, CA 94110
Attn: Virginia Lopez

PROPERTY ADDRESS(ES): 1365 York Street, San Francisco, CA

EFFECTIVE DATE: February 18, 2022 at 07:30 AM

The form of policy or policies of title insurance contemplated by this report is:

ALTA Loan Policy 2006

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

   A FEE

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

   Virginia Lopez, a married woman, as her sole and separate property

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

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

EXHIBIT "A"

Legal Description

For APN/Parcel ID(s): Lot 028, Block 4275

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

BEGINNING AT A POINT ON THE EASTERLY LINE OF YORK STREET, DISTANT THEREON 325 FEET SOUTHERLY FROM THE SOUTHERLY LINE OF 25TH STREET; RUNNING THENCE SOUTHERLY ALONG THE EASTERLY LINE OF YORK STREET 50 FEET; THENCE AT A RIGHT ANGLE EASTERLY 100 FEET; THENCE AT A RIGHT ANGLE NORTHERLY 50 FEET; THENCE AT A RIGHT ANGLE WESTERLY 100 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF MISSION BLOCK NO. 177.

AT THE DATE HEREOF, EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2022-2023.

2. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area:	1000
Tax Identification No.:	Lot 028, Block 4275
Fiscal Year:	2021-2022
1st Installment:	$4,799.93, Paid
2nd Installment:	$4,799.93, Open
Exemption:	$0.00
Land:	$221,033.00
Improvements:	$521,654.00
Personal Property:	$0.00
Bill #:	20210399010

The lien of the assessment shown below, which assessment is or will be collected with, and included in, the property taxes shown above.

Assessment:	DW Code Enforcement Fee
Amount:	$104.00

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

3. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.

4. The herein described Land is within the boundaries of the Mello-Roos Community Facilities District(s). The annual assessments, if any, are collected with the county property taxes. Failure to pay said taxes prior to the delinquency date may result in the above assessment being removed from the county tax roll and subjected to Accelerated Judicial Bond Foreclosure. Inquiry should be made with said District for possible stripped assessments and prior delinquencies.

EXCEPTIONS
(continued)

5. A deed of trust to secure an indebtedness in the amount shown below,

Amount:	$600,000.00
Dated:	October 24, 2006
Trustor/Grantor:	Virginia Lopez, a married woman
Trustee:	Golden West Savings Association Service Co., a California Corporation
Beneficiary:	World Savings Bank, FSB, its successors and/or assignees
Loan No:	0044376754
Recording Date:	October 31, 2006
Recording No.:	2006-I276787-00, Book J257, Page 0227, of Official Records

6. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the Public Records.

   The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

   The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

END OF EXCEPTIONS

NOTES

Note 1. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

Note 2. There is no recorded Certificate of Energy and/or Water Compliance for the property described herein.

Note 3. Note: The name(s) of the proposed insured(s) furnished with this application for title insurance is/are:

No names were furnished with the application. Please provide the name(s) of the buyers as soon as possible.

Note 4. Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DTT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.

Note 5. Note: The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement Form 116 indicating that there is located on said Land a Multiple Family Dwelling, known as 1365 York Street, San Francisco, California, to an Extended Coverage Loan Policy.

Note 6. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

Note 7. Effective December 27, 2016, as mandated through local ordinance, the transfer tax rates are as follows:

More than $100 but Less than or Equal to $250,000 at $2.50 for each $500 ($5.00 per thousand)
More than $250,000 but Less than $1,000,000 at $3.40 for each $500 ($6.80 per thousand)
$1,000,000 or More but Less than $5,000,000 at $3.75 for each $500 ($7.50 per thousand)
$5,000,000 or More but Less than $10,000,000 at $11.25 for each $500 ($22.50 per thousand)
$10,000,000.00 or More but Less than $24,999,000 at $27.50 for each $500 ($55.00 per thousand)
$25,000,000.00 Or More at $30.00 for each $500 or portion thereof ($60.00 per thousand)

NOTE: These rates are for documents recorded on or after December 27, 2016, regardless of when the instrument was executed.

NOTES
(continued)

Note 8. If a county recorder, title insurance company, escrow company, real estate agent or association provides a copy of the declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold faced typed and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.

Note 9. The application for title insurance was placed by reference to only a street address or tax identification number. The proposed Insured must confirm that the legal description in this report covers the parcel(s) of Land requested to be insured. If the legal description is incorrect, the proposed Insured must notify the Company and/or the settlement company in order to prevent errors and to be certain that the legal description for the intended parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.

Note 10. Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirements cannot be met, please call the company at the number provided in this report.

Note 11. The Company and its policy issuing agents are required by Federal law to collect additional information about certain transactions in specified geographic areas in accordance with the Bank Secrecy Act. If this transaction is required to be reported under a Geographic Targeting Order issued by FinCEN, the Company or its policy issuing agent must be supplied with a completed ALTA Information Collection Form ("ICF") prior to closing the transaction contemplated herein.

END OF NOTES

WIRE SAFE™ | Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
http://www.fbi.gov

Internet Crime Complaint Center:
http://www.ic3.gov

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FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE

Effective January 1, 2021

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (*e.g.*, name, address, phone number, email address);
- demographic information (*e.g.*, date of birth, gender, marital status);
- identity information (*e.g.* Social Security Number, driver's license, passport, or other government ID number);
- financial account information (*e.g.* loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (https://fnf.com/pages/californiaprivacy.aspx) or call (888) 413-1748.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes; Use of Comments or Feedback

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, visit FNF's Opt Out Page or contact us by phone at (888) 934-3354 or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

ATTACHMENT ONE

CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY - 1990

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

3. Defects, liens, encumbrances, adverse claims or other matters:

   (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;

   (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;

   (c) resulting in no loss or damage to the insured claimant;

   (d) attaching or created subsequent to Date of Policy; or

   (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.

4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.

5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.

6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

   Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.

3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.

4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

6. Any lien or right to a lien for services, labor or material not shown by the public records.

ATTACHMENT ONE
(CONTINUED)

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
   a. building;
   b. zoning;
   c. land use;
   d. improvements on the Land;
   e. land division; and
   f. environmental protection.

   This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
   a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
   b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
   c. that result in no loss to You; or
   d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
   a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
   b. in streets, alleys, or waterways that touch the Land.

   This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or $2,500.00 (whichever is less)	$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or $5,000.00 (whichever is less)	$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or $5,000.00 (whichever is less)	$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or $2,500.00 (whichever is less)	$ 5,000.00

ATTACHMENT ONE
(CONTINUED)

2006 ALTA LOAN POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
   (a) a fraudulent conveyance or fraudulent transfer, or
   (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

[Except as provided in Schedule B - Part II,[t[or T]his policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

[PART I

[The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.]

PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:]

ATTACHMENT ONE
(CONTINUED)

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
   (a) a fraudulent conveyance or fraudulent transfer; or
   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

[The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.]
7. [Variable exceptions such as taxes, easements, CC&R's, etc., shown here.]

ATTACHMENT ONE
(CONTINUED)

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY - ASSESSMENTS PRIORITY (04-02-15)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
   (a) a fraudulent conveyance or fraudulent transfer, or
   (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, v bration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

FNF Underwritten Title Companies	**Underwritten by FNF Underwriters**
CTC - Chicago Title Company	CTIC - Chicago Title Insurance Company
CLTC - Commonwealth Land Title Company	CLTIC - Commonwealth Land Title Insurance Company
FNTC - Fidelity National Title Company of California	FNTIC - Fidelity National Title Insurance Company
FNTCCA - Fidelity National Title Company of California	FNTIC - Fidelity National Title Insurance Company
TICOR - Ticor Title Company of California	CTIC - Chicago Title Insurance Company
LTC - Lawyer's Title Company	CLTIC - Commonwealth Land Title Insurance Company
SLTC - ServiceLink Title Company	CTIC - Chicago Title Insurance Company

Available Discounts

DISASTER LOANS (CTIC, CLTIC, FNTIC)
The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within twenty-four (24) months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be fifty percent (50%) of the appropriate title insurance rate.

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, FNTIC)
On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be forty percent (40%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted.Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

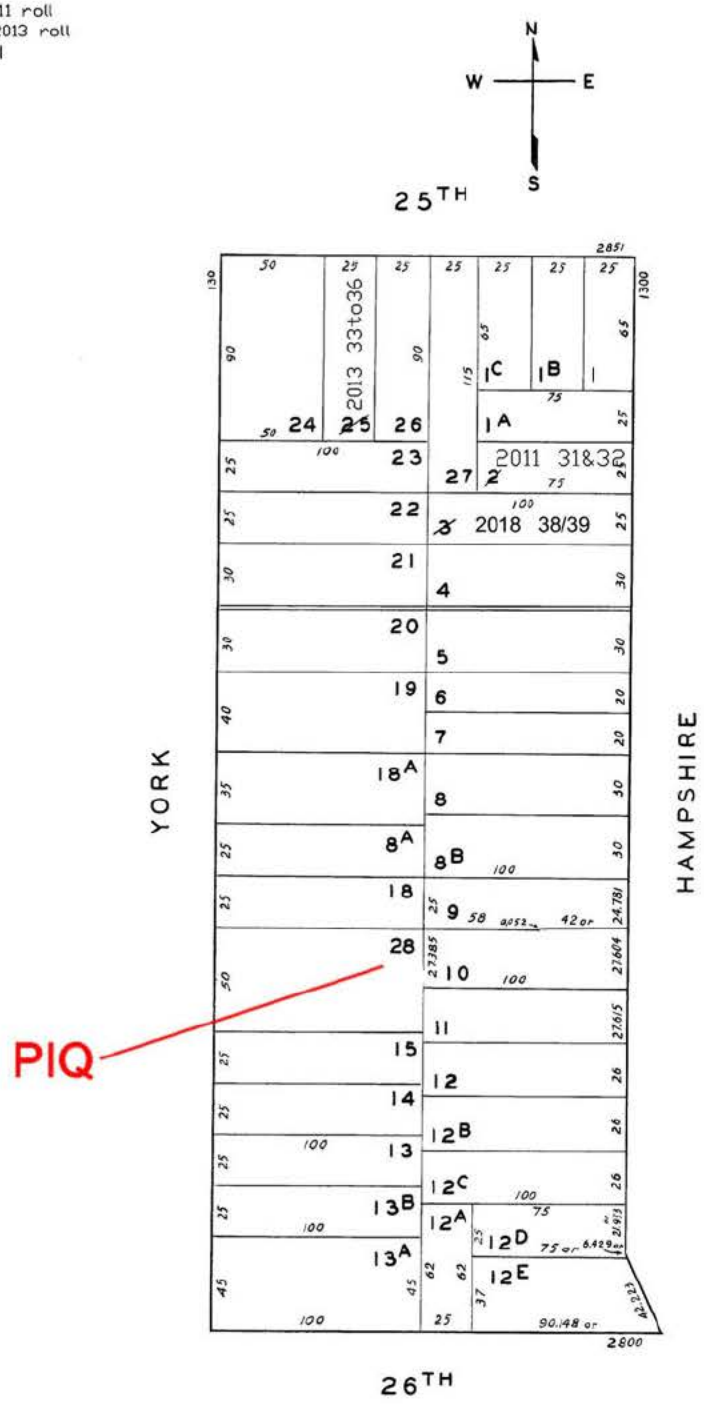
© COPYRIGHT SAN FRANCISCO
CITY & COUNTY ASSESSOR 1995

4275

MISSION BLK. 177

lot2 into lots 31&32 for 2011 roll
lot25 into lots33to36 for 2013 roll
Lot 3 into lots 38 & 39 for 2018 roll

REVISED 1970
Revised 2011
Revised 2013
REVISED 2018



This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

City and County of San Francisco
Department of Building Inspection

London N. Breed, Mayor
Patrick O'Riordan, C.B.O., Director

Report of Residential Building Record (3R)

(Housing Code Section 351(a))

BEWARE: This report describes the current legal use of this property as compiled from records of City Departments. There has been no physical examination of the property itself. This record contains no history of any plumbing or electrical permits. The report makes no representation that the property is in compliance with the law. Any occupancy or use of the property other than that listed as authorized in this report may be illegal and subject to removal or abatement, and should be reviewed with the Planning Department and the Department of Building Inspection. Errors or omissions in this report shall not bind or stop the City from enforcing any and all building and zoning codes against the seller, buyer and any subsequent owner. The preparation or delivery of this report shall not impose any liability on the City for any errors or omissions contained in said report, nor shall the City bear any liability not otherwise imposed by law.

Address of Building *1365 - 1367 YORK ST* **Block** *4275* **Lot** *028*

Other Addresses

1. A. Present authorized Occupancy or use: UNKNOWN
   B. Is this building classified as a residential condominium? Yes No ✓
   C. Does this building contain any Residential Hotel Guest Rooms as defined in Chap. 41, S.F. Admin. Code? Yes No ✓
2. Zoning district in which located: RH-2 3. Building Code Occupancy Classification UNKN
4. Do Records of the Planning Department reveal an expiration date for any non-conforming use of this property? Yes No ✓
   If Yes, what date? **The zoning for this property may have changed. Call Planning Department, (628) 652-7300, for the current status.**
5. Building Construction Date (Completed Date): UNKNOWN
6. Original Occupancy or Use: UNKNOWN
7. Construction, conversion or alteration permits issued, if any:

Application #	Permit #	Issue Date	Type of Work Done	Status
8005775	461572	Jun 30, 1980	REBUILD REAR STAIRS.	C
8502748	528625	Mar 19, 1985	REPLACE EXISTING DAMAGED REAR STAIRS AND LANDING. REPLACE WINDOWS. REPLACE REAR DOORS TO SOLID CORE. REPLACE SINKS AND COUNTER TOP.	C
200003305883	906209	Mar 30, 2000	PROVIDE ONE HOUR FIRE SEPARATION BETWEEN BUILDINGS.	X
200303079150	995846	May 30, 2003	CONSTRUCT NEW WALL ALONG NEW PROPERTY LINE, REMOVE OLD WALL. LOTS ARE BEING SUBDIVIDED BY BUREAU OF STREET AND MAPPING.	I
200404090977	1022097	Apr 09, 2004	RENEW PERMIT APPLICATION #200303079150.	I
200510206152	1070153	Oct 20, 2005	RENEW PERMIT APPLICATION #200003305883 AND #200303079150 - FOR FINAL INSPECTION ONLY.	I
200603096332	1081119	Mar 09, 2006	REVISION TO PERMIT APPLICATION #200303079150/R1 TO CORRECTLY SHOW AS BUILT CONDITION - KITCHEN REMODEL.	I

8. A. Is there an active Franchise Tax Board Referral on file? Yes No ✓
   B. Is this property currently under abatement proceedings for code violations? Yes No ✓
9. Number of residential structures on property? 2
10. A. Has an energy inspection been completed? Yes No ✓ B. If yes, has a proof of compliance been issued? Yes No ✓
11. A. Is the building in the Mandatory Earthquake Retrofit of Wood-Frame Building Program? Yes No ✓
    B. If yes, has the required upgrade work been completed? Yes No
12. Is the building located within the flood risk zone boundaries delineated on the San Francisco Public Utilities Commission's 100-Year Storm Flood Risk Map dated July 01, 2019? Yes No ✓

Records Management Division
49 South Van Ness Avenue, Suite 400 - San Francisco CA 94103
Office (628) 652-3420 - dbi.records3R@sfgov.org - www.sfdbi.org/rmd

City and County of San Francisco
Department of Building Inspection

London N. Breed, Mayor
Patrick O'Riordan, C.B.O., Director

Report of Residential Building Record (3R)

(Housing Code Section 351(a))

BEWARE: This report describes the current legal use of this property as compiled from records of City Departments. There has been no physical examination of the property itself. This record contains no history of any plumbing or electrical permits. The report makes no representation that the property is in compliance with the law. Any occupancy or use of the property other than that listed as authorized in this report may be illegal and subject to removal or abatement, and should be reviewed with the Planning Department and the Department of Building Inspection. Errors or omissions in this report shall not bind or stop the City from enforcing any and all building and zoning codes against the seller, buyer and any subsequent owner. The preparation or delivery of this report shall not impose any liability on the City for any errors or omissions contained in said report, nor shall the City bear any liability not otherwise imposed by law.

Address of Building ***1369 - 1371 YORK ST*** **Block** ***4275*** **Lot** ***028***

Other Addresses

1. A. Present authorized Occupancy or use: UNKNOWN (SOUTH BUILDING)
   B. Is this building classified as a residential condominium? Yes No ✓
   C. Does this building contain any Residential Hotel Guest Rooms as defined in Chap. 41, S.F. Admin. Code? Yes No ✓
2. Zoning district in which located: RH-2
3. Building Code Occupancy Classification: UNKNOWN
4. Do Records of the Planning Department reveal an expiration date for any non-conforming use of this property? Yes No ✓
   If Yes, what date? **The zoning for this property may have changed. Call Planning Department, (628) 652-7300, for the current status.**
5. Building Construction Date (Completed Date): UNKNOWN
6. Original Occupancy or Use: UNKNOWN
7. Construction, conversion or alteration permits issued, if any:

Application #	Issue Date	Type of Work Done	Status
24648	Feb 20, 1937	ALTERATION OF FLATS AS PER PLANS.	EXPIRED
181435	Jan 09, 1956	ASBESTOS SIDING ON SOUTH WALL.	COMPLETED
8502748	Mar 19, 1985	REPLACE EXISTING DAMAGED REAR STAIRS AND LANDING. REPLACE WINDOWS, REPLACE REAR DOORS TO SOLID CORE. REPLACE SINKS AND COUNTER TOP AND BATH FIXTURES.	COMPLETED
8810770	Aug 11, 1988	TO REPAIR FIRE DAMAGE.	COMPLETED
200003305883	Mar 30, 2000	PROVIDE ONE HOUR FIRE SEPARATION BETWEEN BUILDINGS.	EXPIRED
200303079153	May 30, 2003	CONSTRUCT NEW WALL ALONG NEW PROPERTY LINE. REMOVE ALL WALL. LOTS SUBDIVIDED BY BUREAU OF STREET USE AND MAPPING.	ISSUED
200404090975	Apr 09, 2004	RENEW PERMIT APPLICATION #200303079153.	EXPIRED
200502256268	Feb 25, 2005	TO RENEW PERMIT APPLICATIONS #200303079153 AND #200404090975. TO CONSTRUCT NEW WALL ADJACENT TO NEW PROPERTY AS PART OF LOT SUBDIVISION.	COMPLETED
200503036662	Mar 03, 2005	FIX OR REPLACE DETERIORATED BACK EXIT STAIR SERVING THE TWO UNIT SECOND MEANS OF EGRESS.	COMPLETED
200503187916	Mar 18, 2005	REVISION TO PERMIT APPLICATION #200303079153. ONE HOUR WALL AND KITCHEN REMODEL IN UNIT #1371 ONLY. EXISTING CONDITION AS SHOWN NOT TO CORRECT ON PREVIOUS PERMIT.	COMPLETED

Records Management Division
49 South Van Ness Avenue, Suite 400 - San Francisco CA 94103
Office (628) 652-3420 - dbi.records3R@sfgov.org - www.sfdbi.org/rmd

Address of Building *1365 - 1367 YORK ST* **Block** *4275* **Lot** *028*

Other Addresses

Date of Issuance: 29 MAR 2022
Date of Expiration: 29 MAR 2023
By: ALICIA MAN
Report No: ***202203211593***

Patty Herrera, Manager
Records Management Division

THIS REPORT IS VALID FOR ONE YEAR ONLY.

The law requires that, prior to the consummation of the sale or exchange of this property, the seller must deliver this report to the buyer and the buyer must sign it.

(For Explanation of terminology, see attached)

Address of Building ***1369 - 1371 YORK ST*** **Block** ***4275*** **Lot** ***028***

Other Addresses

8. A. Is there an active Franchise Tax Board Referral on file? Yes No ✓
   B. Is this property currently under abatement proceedings for code violations? Yes No ✓
9. Number of residential structures on property? 2
10. A. Has an energy inspection been completed? Yes No ✓ B. If yes, has a proof of compliance been issued? Yes No ✓
11. A. Is the building in the Mandatory Earthquake Retrofit of Wood-Frame Building Program? Yes No ✓
    B. If yes, has the required upgrade work been completed? Yes No
12. Is the building located within the flood risk zone boundaries delineated on the San Francisco Public Utilities Commission's 100-Year Storm Flood Risk Map dated July 01, 2019? Yes No ✓

Date of Issuance: 20 APR 2022
Date of Expiration: 20 APR 2023
By: ADRIAN DOMINGO
Report No: ***202204152378***

Patty Herrera, Manager
Records Management Division

THIS REPORT IS VALID FOR ONE YEAR ONLY.

The law requires that, prior to the consummation of the sale or exchange of this property, the seller must deliver this report to the buyer and the buyer must sign it.

(For Explanation of terminology, see attached)





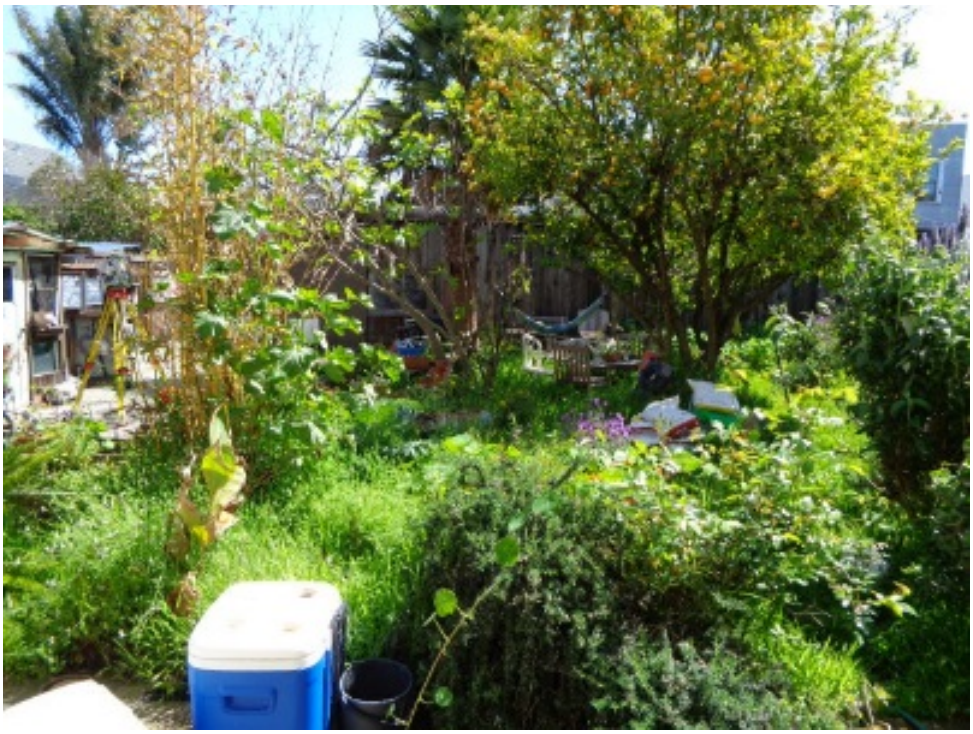
FRONT VIEW (YORK STREET)



LEFT SIDE VIEW (YORK STREET, LOOKING NORTHERLY)



RIGHT SIDE VIEW (YORK STREET, LOOKING SOUTHERLY)



REAR YARD (LOOKING WESTERLY)



REAR YARD (LOOKING EASTERLY)

G. FORMS

Form No. 1

Proposition "M" Findings Form

The Eight Priority Policies
of Section 101.1 of the San Francisco Planning Code

Date: _____

City Planning Case No. _____ *(if available)*

Address 1365 YORK STREET

Assessor's Block 4275 Lot(s) 028

Proposal: _____

EIGHT PRIORITY GENERAL PLAN POLICIES

As a result of the passage of Proposition M (Section 101.1 of the San Francisco Planning Code), findings that demonstrate consistency with the eight priority policies of Section 101.1 must be presented to the Department of City Planning as part of your project application review for general conformity with San Francisco's General Plan.

Photographs of the subject property are required for priority policy review and must be submitted as part of the application.

INSTRUCTIONS TO APPLICANTS: Please present information in detail about how your application relates to each of the eight priority policies listed below. The application will be found to be incomplete if the responses are not thorough. Use a separate document and attach if more space is needed.

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

THIS PROPERTY HAS NO IMPACT ON RETAIL USES

THIS PROPERTY IS ZONED FOR RESIDENTIAL USE

2. That existing housing and neighborhood character be conserved and protected in order to preserve the cultural and economic diversity of our neighborhood;

THERE ARE NO CHANGES TO THE EXISTING STRUCTURE AS A PART OF THIS APPLICATION

3. That the City's supply of affordable housing be preserved and enhanced;

THERE ARE NO CHANGES TO THE EXISTING STRUCTURE AS A PART OF THIS APPLICATION

4. That commuter traffic not impede Muni transit service or overburden our streets or neighborhood parking;

THERE ARE NO CHANGES TO THE EXISTING PARKING AS A PART OF THIS APPLICATION

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

THIS IS A RESIDENTIAL AREA AND ZONED AS SUCH

6. That the City achieve the greatest possible preparedness to protect against injury and loss of life in an earthquake;

THE CURRENT STRUCTURE IS SUFFICIENTLY DESIGNED TO MEET CURRENT REQUIREMENTS

7. That landmarks and historic buildings be preserved; and

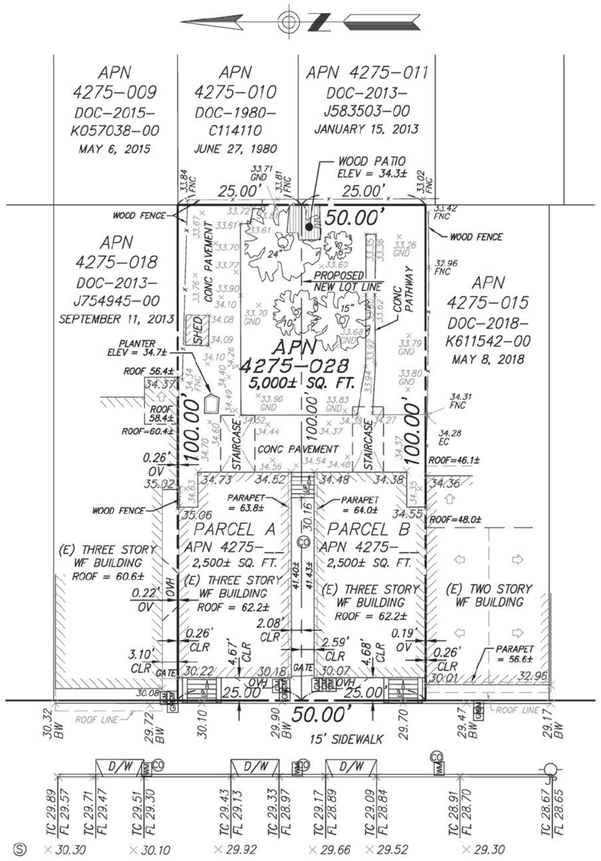
THERE IS NO LANDMARK AT THIS LOCATION AND NO WORK IS PART OF THIS APPLICATION.

8. That our parks and open space and their access to sunlight and vistas be protected from development.

THIS PROPERTY IS NOT ADJACENT OR NEAR ANY PARKS OR OPEN SPACES TO HAVE ANY EFFECT ON SUNLIGHT OR VISTAS

Virginia Lopez
Signature of Applicant

3/7/22
Date



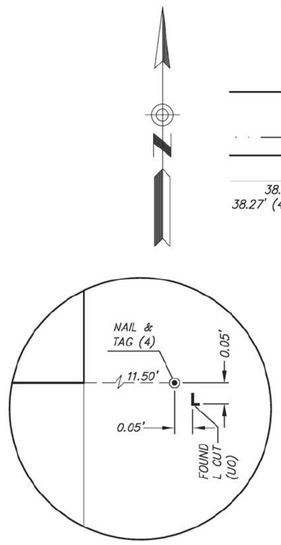
YORK STREET (60.00' WIDE)

SITE DETAIL

GRAPHIC SCALE

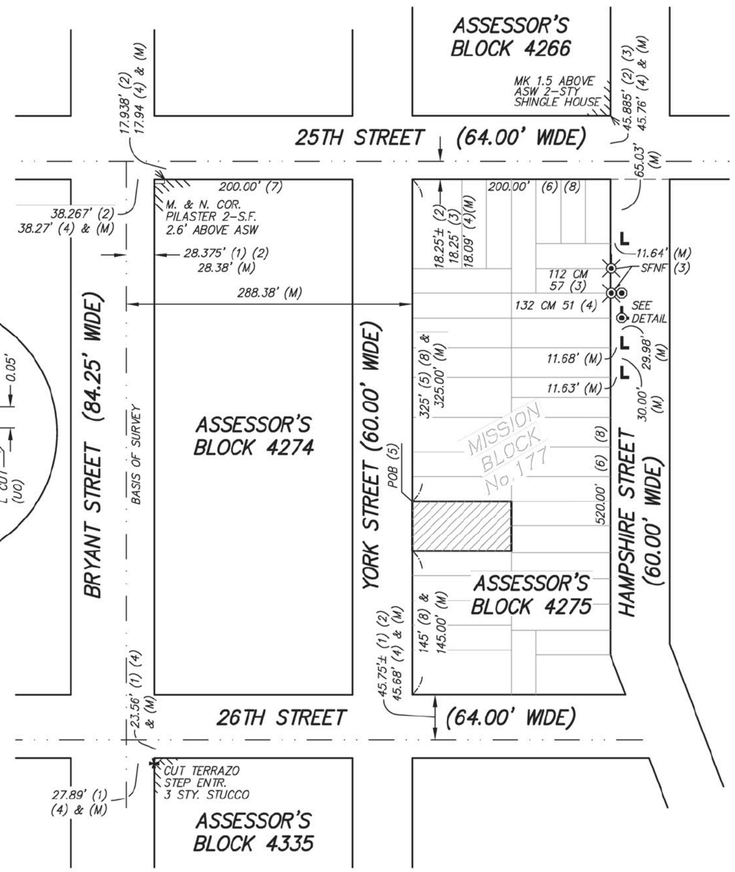
20 0 10 20 40

1 inch = 20 feet



DETAIL

NOT TO SCALE



CONTROL DIAGRAM

GRAPHIC SCALE

100 0 50 100 200

1 inch = 100 feet

LEGEND

- PROPERTY LINE
- ADJACENT PARCEL LINES
- RIGHT OF WAY LINE
- MONUMENT LINE
- PROPOSED NEW LOT LINE
- FENCE LINE
- BUILDING LINE
- SUBJECT PROPERTY
- MARK MONUMENT MAP
- BRASS TAG PER (3), SFNF
- FOUND CROSS CUT
- FOUND L CUT (UO)
- FOUND NAIL & TAG PER (4)
- CLEANOUT
- GAS VALVE
- SANITARY SEWER MANHOLE
- ROOF PITCH
- GAS METER
- WATER METER
- JOINT POLE

ABBREVIATIONS

AB	ASSESSOR'S BLOCK
APN	ASSESSOR'S PARCEL NUMBER
BLDG	BUILDING
BW	BACK OF SIDEWALK
CLR	CLEAR
CONC	CONCRETE
DOC	DOCUMENT
D/W	DRIVEWAY
EC	EDGE OF CONCRETE
ELEV	ELEVATION
FL	FLOW LINE
FNC	FENCE
GND	GROUND
OVH	OVERHANG
POB	POINT OF BEGINNING
SFNF	SEARCHED FOR NOT FOUND
SQ FT	SQUARE FEET
TC	TOP OF CURB
WF	WOOD FRAME
( )	REFERENCE NUMBER
(E)	EXISTING
(M)	MEASURED
(UO)	UNKNOWN ORIGIN

REFERENCES

(1) MONUMENT MAP 279, ON FILE IN THE OFFICE OF THE CITY AND COUNTY SURVEYOR

(2) MONUMENT MAP 280, ON FILE IN THE OFFICE OF THE CITY AND COUNTY SURVEYOR

(3) 112 CM 58, MAP FILED DECEMBER 10, 2009 OFFICE OF THE COUNTY RECORDER

(4) 132 CM 51, MAP FILED JUNE 21, 2017 OFFICE OF THE COUNTY RECORDER

(5) DOC-2006-I276786-00 RECORDED OCTOBER 31, 2006

(6) ASSESSOR'S BLOCK DIAGRAM 4275 FILED IN THE OFFICE OF THE COUNTY RECORDER.

(7) ASSESSOR'S BLOCK DIAGRAM 4274 FILED IN THE OFFICE OF THE COUNTY RECORDER.

(8) HISTORIC BLOCK DIAGRAM: AB 4275, MISSION BLOCK NUMBER 177, ON FILE IN THE OFFICE OF THE CITY AND COUNTY SURVEYOR.

BOUNDARY NOTES

PROPERTY AND RIGHT OF WAY LINES SHOWN HEREON ARE BASED UPON RECORD DATA AND NOT INTENDED TO BE A DETAILED FINAL SURVEY OF THE PROPERTY. BOUNDARY INFORMATION SHOWN HEREON IS FOR PLANNING PURPOSES ONLY.

ALL ANGLES ARE 90° UNLESS OTHERWISE SHOWN.

ALL DISTANCES ARE MEASURED IN FEET AND DECIMALS THEREOF.

DATE OF SURVEY

TOPOGRAPHIC INFORMATION SHOWN HERE IS BASED UPON A FIELD SURVEY PERFORMED JUNE 2021.

SURVEY REFERENCE

THIS SURVEY IS BASED ON THE LEGAL DESCRIPTION DESCRIBED IN THE FOLLOWING GRANT DEED:

APN 4275-028, RECORDED OCTOBER 31, 2006, DOCUMENT NUMBER 2006-I276786-00.

UTILITY NOTE

UNDERGROUND UTILITIES SHOWN HEREON WERE PLOTTED FROM A COMBINATION OF OBSERVED SURFACE EVIDENCE (CONDITIONS PERMITTING) AND RECORD INFORMATION OBTAINED FROM THE RESPECTIVE UTILITY COMPANIES AND ARE NOT INTENDED TO REPRESENT THEIR ACTUAL LOCATIONS. THEREFORE, ALL UTILITIES MUST BE VERIFIED WITH RESPECT TO SIZES, HORIZONTAL & VERTICAL LOCATIONS BY THE OWNER AND/OR CONTRACTOR PRIOR TO DESIGN OR CONSTRUCTION. NO RESPONSIBILITY IS ASSUMED BY TRANSAMERICAN ENGINEERS FOR THE LOCATION AND CAPACITY OF SAID UTILITIES.

PROJECT BENCHMARK - DESCRIPTION

ELEVATIONS SHOWN HEREON WERE OBTAINED FROM THE BENCHMARK LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF 25TH STREET AND BRYANT STREET, LETTER "O" IN "OPEN" TOP HPFS HYDRANT. SAID BENCHMARK IS BASED UPON CITY & COUNTY OF SAN FRANCISCO DATUM AND HAS AN ELEVATION OF 40.176.

OWNER(S)

VIRGINIA LOPEZ
1325 HOWARD AVENUE, #308
BURLINGAME, CA 94010-4212

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY,

BY: _____ DATE: 04-20-2022

BARRY A. PIERCE, L.S. 6975
MY LICENSE EXPIRES SEPTEMBER 30, 2023

TENTATIVE PARCEL MAP

BEING A TWO LOT SUBDIVISION OF THAT REAL PROPERTY
DESCRIBED IN THAT CERTAIN DEED
RECORDED ON OCTOBER 31, 2006
AS DOC-2006-I276786-00, OFFICIAL RECORDS
ALSO BEING A PORTION OF MISSION BLOCK No. 177

CITY & COUNTY OF SAN FRANCISCO
SCALE AS SHOWN

STATE OF CALIFORNIA
APRIL 2022

BARRY A. PIERCE
TRANSAMERICAN ENGINEERS & ASSOCIATES

APN: 4275-028, ADDRESS: 1365 YORK STREET

D. APPLICATION FOR PARCEL MAP / FINAL MAP SUBDIVISION

Property Address: 1365 YORK STREET

Assessor's Block: 4275 Lot Number(s): 028

For DPW-BSM use only
ID No.:

Owner:			
Name:	VIRGINIA LOPEZ		
Address:	1302 York St. San Francisco, Ca. 94110		
Phone:	(650) 520-8889	E-mail:	lopezvirginia333@gmail.com
Attorney's Information: (If Any)			
Name:			
Address:			
Phone:		E-mail:	
Surveyor preparing the subdivision map:			
Name:	BARRY PIERCE		
Address:	1390 MARKET STREET, SUITE #201, SAN FRANCISCO CA 94102		
Phone:	(415) 553-4092	E-mail:	bpierce@transamericanengineers.com
Subdivider: (If different from owner)			
Name:	BARRY PIERCE / TRANSAMERICAN ENGINEERS		
Address:	1390 MARKET STREET, SUITE #201, SAN FRANCISCO CA 94102		

Existing number of lots: 1 (ONE) Proposed number of lots: 2 (TWO)

This subdivision results in an airspace: ☒ No ☐ Yes (shown on Tentative Map)

STATE OF CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO

I (We) Virginia Lopez
(Print Subdivider's Name in full)

declare, under penalty of perjury, that I am (we are) the owner(s) [authorized agent of the owner(s)] of the property that is the subject of this application, that the statements herein and in the attached exhibits present the information required for this application, and the information presented is true and correct to the best of my (our) knowledge and belief.

Date: 3-7-22 Signed: Virginia Lopez

Date: _____ Signed: _____

E. PARCEL MAP / FINAL MAP SUBDIVISION APPLICATION CHECKLIST

Check the following items enclosed where applicable:

Submitted per guidelines and in this order? Yes	Submitted per guidelines and in this order? No	Official Use Only: OK?	No.	Item Description and Order		Total of copies	Which and how many of total required items are needed for each agency? DPW	DCP	DBI **	Form No. (where applicable)
☒	☐	☐	1.	Three (3) electronic copies of Tentative Parcel Map [DPW copies: 1-BSM Mapping; 1-City Planning] **Note:** One additional copy will be required if project falls within the jurisdiction of SFRA. (see page 8)		3	1	1	1*	
☐	☒	☐	2.	Three (3) electronic copies of Tentative Final Map [DPW copies: 1-BSM Mapping; 1-City Planning] **Note:** One additional copy will be required if project falls within the jurisdiction of SFRA. (see page 8)		3	1	1	1*	
☒	☐	☐	3.	Subdivision Fee ($_____)		1	1			
☒	☐	☐	4.	Preliminary Title Report (dated within 3 months)		2	1	1		
☒	☐		5.	Grant Deeds and any other recorded documents for: ☒ Subject Site and ☒ Adjoiners		1	1			
☒	☐	☐	6.	Current 3R Report, see item number 6 page 9 for details		2	1	1		
☒	☐	☐	7.	Neighborhood notification package for Tentative Map decision	☒ 300-Foot Radius Map ☒ Address List ☒ Envelopes	1	1			
☒	☐	☐	8.	Photographs of subject property, as follows: [Public Works Code Sec. 723.2 & Planning Code] ☒ Front photo from the street looking at the property, including sidewalk without obstructions ☒ Photo from left side showing property line and sidewalk fronting subject site ☒ Photo from right side showing property line and sidewalk fronting subject site ☒ Photo of rear of property		2	1	1		
☒	☐	☐	9.	Proposition "M" Findings demonstrating consistency with Eight Priority General Plan Policies [Planning Code Sec. 101.1(b)]		2	1	1		Form No. 1
☒	☐	☐	10.	Submit the following for review by Department of Building Inspection, If required. See page 9.	Completed Form Number 2.	1			1*	Form No. 2

**** ADDITIONAL COPY TO DBI – SEE REQUIREMENTS PAGE 9, ITEM 10***

There should be 2 electronic folders submitted one for DPW and another for DCP both populated with the documents listed above. If the project is required to be reviewed by DBI then there should be another electronic folder submitted populated with the required electronic documents listed above.

1040

LOPEZ APARTMENTS 4

11-35/1210 CA
91207

Date 4/2-7-22

Pay To The Order Of SFPW $250.00

Two hundred fifty ——— Dollars 00/100

Photo Safe Deposit® Details on back

BANK OF AMERICA

ACH R/T 121000358

For 1365-71 York st

Virginia Lopez

⑈001040⑈ ⑆121000358⑆ 325138586058⑈

1042

LOPEZ APARTMENTS 4

11-35/1210 CA
91207

Date 4/8-7-22
VL

Pay To The Order Of SFPW $ 12 071.00

twelve thousand seventy one 00/100 Dollars

Photo Safe Deposit® Details on back

BANK OF AMERICA

ACH R/T 121000358

For 1365-71 York st Virginia Lopez

⑈001042⑈ ⑆121000358⑆ 325138586058⑈

Fidelity National Title
1200 Concord Ave., Suite 400, Concord, CA 94520

Title Report

Virginia Lopez
1365 York Street
San Francisco, CA 94110
Attn: Virginia Lopez

Escrow Officer: Michael Gaffney
Email: mgaffney@fnf.com
File No.: FSFM-0062200647-JJ
Escrow No.: FSFM-0062200647 -MG

Property Address: 1365 York Street, San Francisco, CA

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Fidelity National Title Company

PRELIMINARY REPORT

In response to the application for a policy of title insurance referenced herein, ***Fidelity National Title Company*** *hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.*

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The policy(ies) of title insurance to be issued hereunder will be policy(ies) of Fidelity National Title Insurance Company, a Florida corporation.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

Fidelity National Title Insurance Company

By:

President

Countersigned By:

Authorized Officer or Agent

Attest:

Secretary

Visit Us on our Website: www.fntic.com

Fidelity National Title Company

ISSUING OFFICE: 1200 Concord Ave., Suite 400, Concord, CA 94520

FOR SETTLEMENT INQUIRIES, CONTACT:
Fidelity National Title Company
2001 Union Street, Suite 625 • San Francisco, CA 94123
(415)346-2030 • FAX

Another Prompt Delivery From Fidelity National Title Company Title Department
Where Local Experience And Expertise Make A Difference

PRELIMINARY REPORT

Title Officer: James Jack
Email: james.jack@titlegroup.fntg.com
Title No.: FSFM-0062200647-JJ

Escrow Officer: Michael Gaffney
Email: mgaffney@fnf.com
Escrow No.: FSFM-0062200647 -MG

TO: Virginia Lopez
1365 York Street
San Francisco, CA 94110
Attn: Virginia Lopez

PROPERTY ADDRESS(ES): 1365 York Street, San Francisco, CA

EFFECTIVE DATE: February 18, 2022 at 07:30 AM

The form of policy or policies of title insurance contemplated by this report is:

ALTA Loan Policy 2006

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

   A FEE

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

   Virginia Lopez, a married woman, as her sole and separate property

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

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

EXHIBIT "A"

Legal Description

For APN/Parcel ID(s): Lot 028, Block 4275

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

BEGINNING AT A POINT ON THE EASTERLY LINE OF YORK STREET, DISTANT THEREON 325 FEET SOUTHERLY FROM THE SOUTHERLY LINE OF 25TH STREET; RUNNING THENCE SOUTHERLY ALONG THE EASTERLY LINE OF YORK STREET 50 FEET; THENCE AT A RIGHT ANGLE EASTERLY 100 FEET; THENCE AT A RIGHT ANGLE NORTHERLY 50 FEET; THENCE AT A RIGHT ANGLE WESTERLY 100 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF MISSION BLOCK NO. 177.

AT THE DATE HEREOF, EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2022-2023.

2. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area:	1000
Tax Identification No.:	Lot 028, Block 4275
Fiscal Year:	2021-2022
1st Installment:	$4,799.93, Paid
2nd Installment:	$4,799.93, Open
Exemption:	$0.00
Land:	$221,033.00
Improvements:	$521,654.00
Personal Property:	$0.00
Bill #:	20210399010

The lien of the assessment shown below, which assessment is or will be collected with, and included in, the property taxes shown above.

Assessment:	DW Code Enforcement Fee
Amount:	$104.00

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

3. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.

4. The herein described Land is within the boundaries of the Mello-Roos Community Facilities District(s). The annual assessments, if any, are collected with the county property taxes. Failure to pay said taxes prior to the delinquency date may result in the above assessment being removed from the county tax roll and subjected to Accelerated Judicial Bond Foreclosure. Inquiry should be made with said District for possible stripped assessments and prior delinquencies.

EXCEPTIONS
(continued)

5. A deed of trust to secure an indebtedness in the amount shown below,

Amount:	$600,000.00
Dated:	October 24, 2006
Trustor/Grantor:	Virginia Lopez, a married woman
Trustee:	Golden West Savings Association Service Co., a California Corporation
Beneficiary:	World Savings Bank, FSB, its successors and/or assignees
Loan No:	0044376754
Recording Date:	October 31, 2006
Recording No.:	2006-I276787-00, Book J257, Page 0227, of Official Records

6. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the Public Records.

   The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

   The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

END OF EXCEPTIONS

NOTES

Note 1. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

Note 2. There is no recorded Certificate of Energy and/or Water Compliance for the property described herein.

Note 3. Note: The name(s) of the proposed insured(s) furnished with this application for title insurance is/are:

No names were furnished with the application. Please provide the name(s) of the buyers as soon as possible.

Note 4. Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DTT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.

Note 5. Note: The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement Form 116 indicating that there is located on said Land a Multiple Family Dwelling, known as 1365 York Street, San Francisco, California, to an Extended Coverage Loan Policy.

Note 6. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

Note 7. Effective December 27, 2016, as mandated through local ordinance, the transfer tax rates are as follows:

More than $100 but Less than or Equal to $250,000 at $2.50 for each $500 ($5.00 per thousand)
More than $250,000 but Less than $1,000,000 at $3.40 for each $500 ($6.80 per thousand)
$1,000,000 or More but Less than $5,000,000 at $3.75 for each $500 ($7.50 per thousand)
$5,000,000 or More but Less than $10,000,000 at $11.25 for each $500 ($22.50 per thousand)
$10,000,000.00 or More but Less than $24,999,000 at $27.50 for each $500 ($55.00 per thousand)
$25,000,000.00 Or More at $30.00 for each $500 or portion thereof ($60.00 per thousand)

NOTE: These rates are for documents recorded on or after December 27, 2016, regardless of when the instrument was executed.

NOTES
(continued)

Note 8. If a county recorder, title insurance company, escrow company, real estate agent or association provides a copy of the declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold faced typed and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.

Note 9. The application for title insurance was placed by reference to only a street address or tax identification number. The proposed Insured must confirm that the legal description in this report covers the parcel(s) of Land requested to be insured. If the legal description is incorrect, the proposed Insured must notify the Company and/or the settlement company in order to prevent errors and to be certain that the legal description for the intended parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.

Note 10. Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirements cannot be met, please call the company at the number provided in this report.

Note 11. The Company and its policy issuing agents are required by Federal law to collect additional information about certain transactions in specified geographic areas in accordance with the Bank Secrecy Act. If this transaction is required to be reported under a Geographic Targeting Order issued by FinCEN, the Company or its policy issuing agent must be supplied with a completed ALTA Information Collection Form ("ICF") prior to closing the transaction contemplated herein.

END OF NOTES

WIRE SAFE™ | Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
http://www.fbi.gov

Internet Crime Complaint Center:
http://www.ic3.gov

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FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE

Effective January 1, 2021

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FNF may collect the following categories of Personal Information:

- contact information (*e.g.*, name, address, phone number, email address);
- demographic information (*e.g.*, date of birth, gender, marital status);
- identity information (*e.g.* Social Security Number, driver's license, passport, or other government ID number);
- financial account information (*e.g.* loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (https://fnf.com/pages/californiaprivacy.aspx) or call (888) 413-1748.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

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FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes; Use of Comments or Feedback

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, visit FNF's Opt Out Page or contact us by phone at (888) 934-3354 or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

ATTACHMENT ONE

CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY - 1990

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

3. Defects, liens, encumbrances, adverse claims or other matters:

   (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;

   (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;

   (c) resulting in no loss or damage to the insured claimant;

   (d) attaching or created subsequent to Date of Policy; or

   (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.

4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.

5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.

6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

   Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.

3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.

4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

6. Any lien or right to a lien for services, labor or material not shown by the public records.

ATTACHMENT ONE
(CONTINUED)

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
   a. building;
   b. zoning;
   c. land use;
   d. improvements on the Land;
   e. land division; and
   f. environmental protection.

   This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
   a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
   b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
   c. that result in no loss to You; or
   d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
   a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
   b. in streets, alleys, or waterways that touch the Land.

   This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or $2,500.00 (whichever is less)	$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or $5,000.00 (whichever is less)	$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or $5,000.00 (whichever is less)	$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or $2,500.00 (whichever is less)	$ 5,000.00

ATTACHMENT ONE
(CONTINUED)

2006 ALTA LOAN POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
   (a) a fraudulent conveyance or fraudulent transfer, or
   (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

[Except as provided in Schedule B - Part II,[t[or T]his policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

[PART I

[The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.]

PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:]

ATTACHMENT ONE
(CONTINUED)

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
   (a) a fraudulent conveyance or fraudulent transfer; or
   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

[The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.]
7. [Variable exceptions such as taxes, easements, CC&R's, etc., shown here.]

ATTACHMENT ONE
(CONTINUED)

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY - ASSESSMENTS PRIORITY (04-02-15)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
   (a) a fraudulent conveyance or fraudulent transfer, or
   (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, v bration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

FNF Underwritten Title Companies	**Underwritten by FNF Underwriters**
CTC - Chicago Title Company	CTIC - Chicago Title Insurance Company
CLTC - Commonwealth Land Title Company	CLTIC - Commonwealth Land Title Insurance Company
FNTC - Fidelity National Title Company of California	FNTIC - Fidelity National Title Insurance Company
FNTCCA - Fidelity National Title Company of California	FNTIC - Fidelity National Title Insurance Company
TICOR - Ticor Title Company of California	CTIC - Chicago Title Insurance Company
LTC - Lawyer's Title Company	CLTIC - Commonwealth Land Title Insurance Company
SLTC - ServiceLink Title Company	CTIC - Chicago Title Insurance Company

Available Discounts

DISASTER LOANS (CTIC, CLTIC, FNTIC)
The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within twenty-four (24) months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be fifty percent (50%) of the appropriate title insurance rate.

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, FNTIC)
On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be forty percent (40%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted.Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

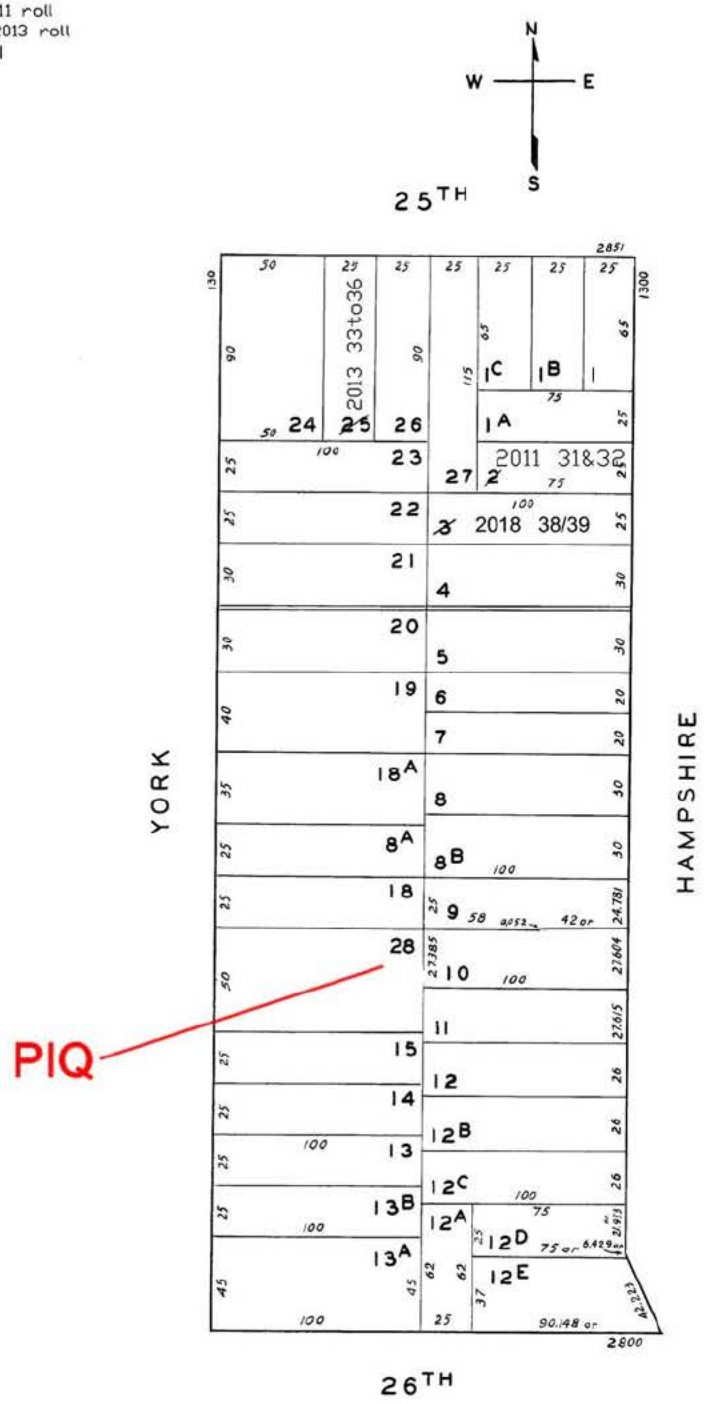
© COPYRIGHT SAN FRANCISCO
CITY & COUNTY ASSESSOR 1995

4275

MISSION BLK. 177

lot2 into lots 31&32 for 2011 roll
lot25 into lots33to36 for 2013 roll
Lot 3 into lots 38 & 39 for 2018 roll

REVISED 1970
Revised 2011
Revised 2013
REVISED 2018



This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

Recording Requested By

(12) North American Title Company

Order No. 56640283

Escrow No. 54605-56221500-DJC

AND WHEN RECORDED MAIL TO:

Name Mrs. Virginia Lopez
Street 49 Allison Street
Address
City & San Franciscoc, CA 94112
State

San Francisco Assessor-Recorder
Phil Ting, Assessor-Recorder
DOC- 2006-I276786-00
Acct 12-NORTH AMERICAN Title Company
Tuesday, OCT 31, 2006 08:00:00
Ttl Pd $12.00 Nbr-0003106508
REEL J257 IMAGE 0226
ogi/GG/1-2

SPACE ABOVE THIS LINE FOR RECORDER'S USE

1365 York St

INDIVIDUAL GRANT DEED

A.P.N. LOT: 028 BLK: 4275

The undersigned grantor (s) declare (s):
Documentary transfer tax is $ NONE City transfer tax is $ NONE
(X) computed on full value of property conveyed, or
( ) computed on full value less value of liens and encumbrances remaining at time of sale.
( ) Unincorporated area: (X) City of San Francisco, and
FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Virginia Lopez who acquired title as Virginia Velasco

hereby GRANT(s) to Virginia Lopez, a married woman, as her sole and separate property

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

BEGINNING AT A POINT ON THE EASTERLY LINE OF YORK STREET, DISTANT THEREON 325 FEET SOUTHERLY FROM THE SOUTHERLY LINE OF 25TH STREET; RUNNING THENCE SOUTHERLY ALONG THE EASTERLY LINE OF YORK STREET 50 FEET; THENCE AT A RIGHT ANGLE EASTERLY 100 FEET; THENCE AT A RIGHT ANGLE NORTHERLY 50 FEET; THENCE AT A RIGHT ANGLE WESTERLY 100 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF MISSION BLOCK NO. 177

Dated October 25, 2006
STATE OF CALIFORNIA,)SS.
COUNTY OF San Francisco)
On October 27, 2006 before me,
Laura M. Di Clementi,
Notary Public, personally appeared
Virginia Lopez

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

Signature Laura M. Di Clementi

Virginia Lopez

HRS2 LAURA M. DI CLEMENTI COMM. NO. 1674895 NOTARY PUBLIC - CALIFORNIA ALAMEDA COUNTY My Comm. Expires July 06, 2010 HRS2

(This area for official notarial seal)

MAIL TAX STATEMENTS TO: Mrs. Virginia Lopez, 49 Allison Street, San Franciscoc, CA 94112

NAME ADDRESS CITY, STATE, ZIP

DESCRIPTION:

The land referred to herein is situated in the State of California, County of San Francisco, City of San Francisco, and is described as follows:

BEGINNING AT A POINT ON THE EASTERLY LINE OF YORK STREET, DISTANT THEREON 325 FEET SOUTHERLY FROM THE SOUTHERLY LINE OF 25TH STREET; RUNNING THENCE SOUTHERLY ALONG THE EASTERLY LINE OF YORK STREET 50 FEET; THENCE AT A RIGHT ANGLE EASTERLY 100 FEET; THENCE AT A RIGHT ANGLE NORTHERLY 50 FEET; THENCE AT A RIGHT ANGLE WESTERLY 100 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF MISSION BLOCK NO. 177

APN: LOT: 028 BLK: 4275

Recording Requested by
First American Title

Recording Requested By /
Return To
PLAZA HOME MORTGAGE, INC
4820 EASTGATE MALL, SUITE 100
SAN DIEGO, CA 92121

6

ATTN POST CLOSING

Prepared By

PLAZA HOME MORTGAGE INC
420 EXCHANGE, SUITE 200
IRVINE, CA 92602

San Francisco Assessor-Recorder
Carmen Chu, Assessor-Recorder
DOC- 2015-K057038-00
Check Number 6641
Wednesday, MAY 06, 2015 10 44 30
Ttl Pd $51.00 Rcpt # 0005145159
oar/AB/1-12

12 03

[Space Above This Line For Recording Data]

85367180
APN 28-4275-009-1
1374 Hampshire St

DEED OF TRUST

MONDRAGON
Loan # 4815040144
Serv # 1420874735
MIN 100109800002917053
MERS Phone 1-888-679-6377
PIN 009-4275

Trustor/Borrower
SYLVIA MONDRAGON
1374 HAMPSHIRE STREET, SAN FRANCISCO, CA 94110

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21 Certain rules regarding the usage of words used in this document are also provided in Section 16

(A) **"Security Instrument"** means this document, which is dated **APRIL 29, 2015**, together with all Riders to this document

(B) **"Borrower"** is **SYLVIA MONDRAGON AND LEOPOLDO MONDRAGON, WIFE AND HUSBAND AS JOINT TENANTS** Borrower is the trustor under this Security Instrument

(C) **"Lender"** is **PLAZA HOME MORTGAGE INC** Lender is a **CORPORATION** organized and existing under the laws of **CALIFORNIA** Lender's address is **420 EXCHANGE, SUITE 200, IRVINE, CA 92602**

(D) **"Trustee"** is **FIRST AMERICAN TITLE**

(E) **"MERS"** is Mortgage Electronic Registration Systems, Inc MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns **MERS is the beneficiary under this Security Instrument** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P O Box 2026, Flint, MI 48501-2026, tel (888) 679-MERS

(F) **"Note"** means the promissory note signed by Borrower and dated **APRIL 29, 2015** The Note states that Borrower owes Lender **FOUR HUNDRED SEVENTEEN THOUSAND AND 00/100** Dollars (U S **$417,000 00**) plus interest Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **MAY 1, 2045**

(G) **"Property"** means the property that is described below under the heading Transfer of Rights in the Property "

(H) **"Loan"** means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note and all sums due under this Security Instrument, plus interest

(I) **"Riders"** means all Riders to this Security Instrument that are executed by Borrower The following Riders are to be executed by Borrower [check box as applicable]

☐ Adjustable Rate Rider	☐ Condominium Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Planned Unit Development Rider	☐ Biweekly Payment Rider
☐ 1 4 Family Rider	☐ Other(s) [specify]	

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers

(M) "Escrow Items" means those items that are described in Section 3

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for (i) damage to, or destruction of, the Property, (ii) condemnation or other taking of all or any part of the Property, (iii) conveyance in lieu of condemnation, or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U S C §2601 et seq) and its implementing regulation, Regulation X (12 C F R Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS This Security Instrument secures to Lender (i) the repayment of the Loan, and all renewals extensions and modifications of the Note, and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the **COUNTY** of **SAN FRANCISCO** Exhibit "A"
LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF
which currently has the address of **1374 HAMPSHIRE STREET, SAN FRANCISCO, CA 94110** ("Property Address')

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property All replacements and additions shall also be covered by this Security Instrument All of the foregoing is referred to in this Security Instrument as the "Property " Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property, and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument

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

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

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows

1 Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges Borrower shall pay when due the principal of and interest on the debt evidenced by the Note and any prepayment charges and late charges due

under the Note Borrower shall also pay funds for Escrow Items pursuant to Section 3 Payments due under the Note and this Security Instrument shall be made in U S currency However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender (a) cash, (b) money order, (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity, or (d) Electronic Funds Transfer

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15 Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument

2 Application of Payments or Proceeds Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority (a) interest due under the Note, (b) principal due under the Note, (c) amounts due under Section 3 Such payments shall be applied to each Periodic Payment in the order in which it became due Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments

3 Funds for Escrow Items Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds ') to provide for payment of amounts due for (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property, (b) leasehold payments or ground rents on the Property if any, (c) premiums for any and all insurance required by Lender under Section 5, and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10 These items are called "Escrow Items " At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time Any such waiver may only be in writing In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement' is used in Section 9 If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds and in such amounts, that are then required under this Section 3

Lender may at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA Lender shall

estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender

4 Charges, Liens Borrower shall pay all taxes assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement, (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded, or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan

5 Property Insurance Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires What Lender requires pursuant to the preceding sentences can change during the term of the Loan The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower s choice, which right shall not be exercised unreasonably Lender may require Borrower to pay, in connection with this Loan either (a) a one-time charge for flood zone determination, certification and tracking services, or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower

If Borrower fails to maintain any of the coverages described above Lender may obtain insurance coverage, at Lender's option and Borrower's expense Lender is under no obligation to purchase any particular type or amount of coverage Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower s equity in the Property, or the contents of the Property against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest upon notice from Lender to Borrower requesting payment

All insurance policies required by Lender and renewals of such policies shall be subject to Lender s right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional

loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance Lender shall have the right to hold the policies and renewal certificates If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender Lender may make proof of loss if not made promptly by Borrower Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower Such insurance proceeds shall be applied in the order provided for in Section 2

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim The 30-day period will begin when the notice is given In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due

6 Occupancy Borrower shall occupy, establish, and use the Property as Borrower s principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control

7 Preservation, Maintenance and Protection of the Property, Inspections Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property Whether or not Borrower is residing in the Property Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower s obligation for the completion of such repair or restoration

Lender or its agent may make reasonable entries upon and inspections of the Property If it has reasonable cause, Lender may inspect the interior of the improvements on the Property Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause

8 Borrower's Loan Application Borrower shall be in default if during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan Material representations include, but are not limited to representations concerning Borrower's occupancy of the Property as Borrower's principal residence

9 Protection of Lender's Interest in the Property and Rights Under this Security Instrument If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument (b) there is a legal proceeding that might significantly affect Lender s interest in the Property and/or rights under this Security Instrument (such as a proceeding in

bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property Lender's actions can include, but are not limited to (a) paying any sums secured by a lien which has priority over this Security Instrument, (b) appearing in court, and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease Borrower shall not, without the express written consent of Lender, alter or amend the ground lease If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing

10 Mortgage Insurance If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed Borrower is not a party to the Mortgage Insurance

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums)

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower s payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses If such agreement provides that an affiliate of Lender takes a share of the insurer s risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance " Further

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law These rights may include the right to receive

certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination

11 Assignment of Miscellaneous Proceeds, Forfeiture All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due with the excess, if any, paid to Borrower

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value Any balance shall be paid to Borrower

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2

12 Borrower Not Released, Forbearance By Lender Not a Waiver Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy

13 Joint and Several Liability, Co-signers, Successors and Assigns Bound Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several However, any Borrower who co signs this Security Instrument but does not execute the Note (a "co-signer") (a) is co-signing this Security Instrument only to mortgage, grant and convey the

co-signer's interest in the Property under the terms of this Security Instrument, (b) is not personally obligated to pay the sums secured by this Security Instrument, and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender

14 Loan Charges Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note) Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge

15 Notices All notices given by Borrower or Lender in connection with this Security Instrument must be in writing Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender Borrower shall promptly notify Lender of Borrower's change of address If Lender specifies a procedure for reporting Borrower s change of address, then Borrower shall only report a change of address through that specified procedure There may be only one designated notice address under this Security Instrument at any one time Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument

16 Governing Law, Severability, Rules of Construction This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision

As used in this Security Instrument (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender, (b) words in the singular shall mean and include the plural and vice versa, and (c) the word "may' gives sole discretion without any obligation to take any action

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

18 Transfer of the Property or a Beneficial Interest in Borrower As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law

If Lender exercises this option Lender shall give Borrower notice of acceleration The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums

secured by this Security Instrument If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower

19 Borrower's Right to Reinstate After Acceleration If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument, (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate, or (c) entry of a judgment enforcing this Security Instrument Those conditions are that Borrower (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred, (b) cures any default of any other covenants or agreements, (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender (a) cash, (b) money order, (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity, or (d) Electronic Funds Transfer Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred However, this right to reinstate shall not apply in the case of acceleration under Section 18

20 Sale of Note, Change of Loan Servicer, Notice of Grievance The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20

21 Hazardous Substances As used in this Section 21 (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials, (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection, (c) Environmental Cleanup includes any response action, remedial action, or removal action, as defined in Environmental Law, and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law (b) which creates an Environmental Condition, or (c) which due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to hazardous substances in consumer products)

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to any spilling,

leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law Nothing herein shall create any obligation on Lender for an Environmental Cleanup

NON-UNIFORM COVENANTS Borrower and Lender further covenant and agree as follows

22 Acceleration, Remedies Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise) The notice shall specify (a) the default, (b) the action required to cure the default, (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured, and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence

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

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

23 Reconveyance Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it Lender may charge such person or persons a reasonable fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law If the fee charged does not exceed the fee set by Applicable Law, the fee is conclusively presumed to be reasonable

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

25 Statement of Obligation Fee Lender may collect a fee not to exceed the maximum amount permitted by Applicable Law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it

The undersigned Borrower requests that a copy of any Notice of Default and any Notice of Sale under this Security Instrument be mailed to the Borrower at the address set forth above

- BORROWER - SYLVIA MONDRAGON

- BORROWER - LEOPOLDO MONDRAGON

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

State of California
County of San Francisco
On 04-30-2015 before me, Conny Prado - Notary Public,
(here insert name and title of the officer)

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

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

WITNESS my hand and official seal

CONNY PRADO
Commission # 1964206
Notary Public California
San Francisco County
My Comm Expires Jan 15 2016

Signature _____ (Seal)

MORTGAGE LOAN ORIGINATOR **STEVEN SHANK**
NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBER **322266**
MORTGAGE LOAN ORIGINATION COMPANY **PRIME PLUS FUNDING, INCORPORATED**
NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBER **343582**

Exhibit "A"

Real property in the City of **San Francisco**, County of **San Francisco**, State of **California**, described as follows

BEGINNING AT A POINT ON THE WESTERLY LINE OF HAMPSHIRE STREET, DISTANT THEREON 300 FEET SOUTHERLY FORM THE SOUTHERLY LINE OF 25TH STREET, RUNNING THENCE WESTERLY AT A RIGHT-ANGLE TO THE -SAID WESTERLY LINE OF HAMPSHIRE STREET A DISTANCE OF 100 FEET, THENCE AT ARIGHT ANGLE SOUTHERLY 25 FEET THENCE AT A RIGHT ANGLE EASTERLY 58 FEET, THENCE AT A RIGHT ANGLE NORTHERLY 0-5/8 OF AN INCH, THENCE EASTERLY 42 FEET, MORE OR LESS, TO A POINT ON THE WESTERLY LINE OF HAMPSHIRE STREET DISTANT THEREON 24 FEET AND 9-3/8 INCHES SOUTHERLY FROM THE POINT OF BEGINNING, THENCE NORTHERLY ALONG SAID LINE OF HAMPSHIRE STREET 24 FEET AND 9-3/8 INCHES TO THE POINT OF BEGINNING.

APN # **LOT 009 BLK 4275**

Commonly known as 1374 Hampshire Street, San Francisco, CA 94110

(10) RECORDING REQUESTED BY

TRANSAMERICA TITLE INSURANCE

AND WHEN RECORDED MAIL TO

Name / Street Address / City State Zip:
Maria Abrego
1378 Hampshire St.
San Francisco, Ca.

TRANSAMERICA TITLE INS. CO.
C114110
1980 JUN 27 PM 1:00
SAN FRANCISCO, CALIF.
RECORDER

BOOK D 16 PAGE 502

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO

Name / Street Address / City State Zip:
-SAME AS ABOVE-

DOCUMENTARY TRANSFER TAX $ NO CONSIDERATION
____ COMPUTED ON FULL VALUE OF PROPERTY CONVEYED,
____ OR COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING AT TIME OF SALE.
Rosa Bahamonde
Signature of Declarant or Agent determining tax. Firm Name

GRANT DEED

(Escrow No. 713956)

By this instrument dated June 24, 1980, for a valuable consideration,

MARIA L. ABREGO, an unmarried woman

hereby GRANTS to

MARIA ABREGO, an unmarried woman

the following described Real Property in the State of California, County of San Francisco

City of San Francisco

PARCEL ONE:

COMMENCING AT A POINT ON THE WESTERLY LINE OF HAMPSHIRE STREET DISTANT THEREON 324 FEET 9-3/8 INCHES SOUTHERLY FROM THE SOUTHERLY LINE OF 25TH STREET; RUNNING THENCE SOUTHERLY AND ALONG SAID LINE OF HAMPSHIRE STREET 27 FEET 7-1/4 INCHES; THENCE AT A RIGHT ANGLE WESTERLY 100 FEET; THENCE AT A RIGHT ANGLE NORTHERLY 27 FEET 4-5/8 INCHES; THENCE AT A RIGHT ANGLE EASTERLY 58 FEET; THENCE AT A RIGHT ANGLE NORTHERLY 0-5/8 INCHES; THENCE EASTERLY 42 FEET, MORE OR LESS, TO THE POINT OF COMMENCEMENT.

BEING PART OF MISSION BLOCK NO. 177.

PARCEL TWO:

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER A STRIP OF LAND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE WESTERLY LINE OF HAMPSHIRE STREET, DISTANT THEREON 352 FEET 4-5/8 INCHES SOUTHERLY FROM THE SOUTHERLY LINE OF 25TH STREET; RUNNING THENCE SOUTHERLY ALONG SAID WESTERLY LINE OF HAMPSHIRE STREET 4 FEET 3-7/8 INCHES; THENCE AT A RIGHT ANGLE WESTERLY 100 FEET; THENCE AT A RIGHT ANGLE NORTHERLY 4 FEET 3-7/8 INCHES; THENCE AT A RIGHT ANGLE EASTERLY 100 FEET TO THE POINT OF COMMENCEMENT. BEING A PORTION OF MISSION BLOCK NO. 177.

ASSESSOR'S PARCEL NO.: BLOCK 4275, LOT 10.

BOOK D 16 PAGE 503

Maria L Abrego
MARIA L. ABREGO

STATE OF CALIFORNIA } SS.
COUNTY OF San Francisco

On June 25, 1980 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Maria L. Abrego known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

OFFICIAL SEAL
Ana I. Milian
NOTARY PUBLIC - CALIFORNIA
SAN FRANCISCO COUNTY
My comm. expires APR 8, 1983

Notary's Signature Ana I. Milian

MAIL TAX STATEMENTS AS DIRECTED ABOVE

(4)

Form No. 340 Revised 9-67

12

RECORDING REQUESTED BY:
Chicago Title Company
Escrow No.: 12-**35023521**-MC
Locate No.: CACTI7738-7738-2350-0035023521
Title No.: 12-**35023521**-MG

When Recorded Mail Document and Tax Statement To:
Mr. Robert O'Dell

P.O. Box 15700
San Francisco, CA 94115

San Francisco Assessor-Recorder
D. Hoa Nguyen, Acting Assessor-Recorder
DOC- 2013-J583503-00
Acct 1-CHICAGO Title Company
Tuesday, JAN 15, 2013 08:00:00
Ttl Pd $1,092.00 Rcpt # 0004597748
REEL K813 IMAGE 0241
osi/AK/1-2

APN: Lot 011, Block 4275
1380-1382 Hampshire St

SPACE ABOVE THIS LINE FOR RECORDER'S USE

QUITCLAIM DEED

The undersigned grantor(s) declare(s)
Documentary transfer tax is $1,065.00 City Tax is $0.00
[ ] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale,
[ ] Unincorporated Area City of **San Francisco**,

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Matthew L. Klein, an unmarried man**

hereby remises, releases and quitclaims to **Robert A. O'Dell, an unmarried man**

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: December 13, 2012

Matthew L. Klein

State of California)
County of Kern)

On December 14, 2012 before me,
C M Brunni, Notary Public
(here insert name and title of the officer), personally appeared
Matthew L. Klein,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

C. M. BRUNNI
Commission # 1941168
Notary Public - California
Kern County
My Comm. Expires Jul 13, 2015

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 C M Brunni (Seal)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

Escrow No.: 12-**35023521**-MC
Locate No.: CACTI7738-7738-2350-0035023521
Title No.: 12-**35023521**-MG

EXHIBIT "A"

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

PARCEL A:

BEGINNING AT A POINT ON THE WESTERLY LINE OF HAMPSHIRE STREET, DISTANT THEREON 352 FEET, 4-5/8 INCHES SOUTHERLY FROM THE SOUTHERLY LINE OF 25TH STREET; RUNNING THENCE SOUTHERLY, ALONG SAID LINE OF 25TH STREET, 27 FEET, 7-3/8 INCHES; THENCE AT A RIGHT ANGLE WESTERLY 100 FEET; THENCE AT A RIGHT ANGLE NORTHERLY 27 FEET, 7-3/8 INCHES; THENCE AT A RIGHT ANGLE EASTERLY 100 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF MISSION BLOCK NO. 177

PARCEL B:

AN EASEMENT FOR INGRESS AND EGRESS OVER, ACROSS AND THROUGH THE SOUTHERLY 4 FEET, 2-7/8 INCHES OF THE NORTHERLY ADJACENT PROPERTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF HAMPSHIRE STREET, DISTANT THEREON 348 FEET, 4-5/8 INCHES SOUTHERLY FROM THE SOUTHERLY LINE OF 25TH STREET; RUNNING THENCE SOUTHERLY 4 FEET, 2-7/8 INCHES; THENCE AT A RIGHT ANGLE WESTERLY 100 FEET; THENCE AT A RIGHT ANGLE NORTHERLY 4 FEET, 2-7/8 INCHES; THENCE AT A RIGHT ANGLE EASTERLY 100 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF MISSION BLOCK NO. 177.

APN: Lot 011, Block 4275

Escrow No. 56604-1559872

When recorded, mail to:
San Francisco Federal Credit Union
770 Golden Gate Avenue
San Francisco, CA 94102
415-775-5377

RECORDING REQUESTED BY:
NORTH AMERICAN TITLE

20189K61154200013
San Francisco Assessor-Recorder
Carmen Chu, Assessor-Recorder
DOC 2018-K611542-00
Acct 5001-North American Title Company
Tuesday, MAY 08, 2018 09:01:08
Ttl Pd $128.00 Nbr-0005801682
OYY/RE/1-13

Escrow No.: 1559872
LOAN #: 1803002207

APN #: Block 4275 Lot 015
PROPERTY ADDRESS: 1377 YORK STREET, SAN FRANCISCO, CA 94110

[Space Above This Line For Recording Data]

DEED OF TRUST

DEFINITIONS
Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.
(A) "**Security Instrument**" means this document, which is dated **May 1, 2018.** together with all Riders to this document.
(B) "Borrower" is **Jose Manuel Alvarado, as trustee for Jose Manuel Alvarado Trust as undivided 50% interest and Cristina D.C. Alvarez, an unmarried woman an undivided 50% interest.**

Borrower's address is **1377 YORK STREET, SAN FRANCISCO, CA 94110.**

Borrower is the trustor under this Security Instrument.
(C) "Lender" is **San Francisco Federal Credit Union.**

Initials: J.M.A./CA
CAUDEDL 0315
CAUDEDL (CLS)
04/26/2018 04:21 PM PST

Lender is **a Federal Credit Union,** organized and existing under the laws of **The United States of America.** Lender's address is **770 Golden Gate Avenue, San Francisco, CA 94102**

Lender is the beneficiary under this Security Instrument.
(D) "Trustee" is **FIRST AMERICAN TITLE INSURANCE COMPANY.**

(E) "**Note**" means the promissory note signed by Borrower and dated **May 1, 2018.** The Note states that Borrower owes Lender **ONE HUNDRED SEVENTY ONE THOUSAND AND NO/100*** ********** Dollars (U.S. **$171,000.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **June 1, 2033.**
(F) "**Property**" means the property that is described below under the heading "Transfer of Rights in the Property."
(G) "**Loan**" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
(H) "**Riders**" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- ☐ Adjustable Rate Rider
- ☐ Balloon Rider
- ☐ 1-4 Family Rider
- ☐ V.A. Rider
- ☐ Condominium Rider
- ☐ Planned Unit Development Rider
- ☐ Biweekly Payment Rider
- ☐ Second Home Rider
- ☑ Other(s) [specify]

(I) "**Applicable Law**" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(J) "**Community Association Dues, Fees, and Assessments**" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
(K) "**Electronic Funds Transfer**" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(L) "**Escrow Items**" means those items that are described in Section 3.
(M) "**Miscellaneous Proceeds**" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
(N) "**Mortgage Insurance**" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(O) "**Periodic Payment**" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
(P) "**RESPA**" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
(Q) "**Successor in Interest of Borrower**" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note.

For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the **County** [Type of Recording Jurisdiction] of **San Francisco** [Name of Recording Jurisdiction]:

BEGINNING AT A POINT ON THE EASTERLY LINE OF YORK STREET, DISTANT THEREON 120 FEET NORTHERLY FROM THE NORTHERLY LINE OF 26TH STREET, RUNNING THENCE NORTHERLY AND ALONG SAID LINE OF YORK STREET 25 FEET; THENCE AT A RIGHT ANGLE EASTERLY 100 FEET; THENCE AT A RIGHT ANGLE SOUTHERLY 25 FEET; THENCE AT A RIGHT ANGLE WESTERLY 100 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF MISSION BLOCK SO. 177.
APN: BLOCK 4275 LOT 015
APN #: Block 4275 Lot 015

which currently has the address of **1377 YORK STREET, SAN FRANCISCO,** [Street] [City]

California **94110** ("Property Address"):
[Zip Code]

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

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

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

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

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring

the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall

notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds,

whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water

from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration

period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

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

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all

sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the **date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this** Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

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

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Lender may charge such person or persons a reasonable fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law. If the fee charged does not exceed the fee set by Applicable Law, the fee is conclusively presumed to be reasonable.

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

25. Statement of Obligation Fee. Lender may collect a fee not to exceed the maximum amount permitted by Applicable Law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

LOAN #: 1803002207

The undersigned Borrower requests that a copy of any Notice of Default and any Notice of Sale under this Security Instrument be mailed to Borrower at the address set forth above.

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

5-1-18
CRISTINA D.C. ALVAREZ (Seal) **DATE**

5-1-18
JOSE MANUEL ALVARADO, AS TRUSTEE OF JOSE MANUEL ALVARADO TRUST UNDER TRUST INSTRUMENT DATED 5/13/2014, FOR THE BENEFIT OF JOSE MANUEL ALVARADO (Seal) **DATE**

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

State of CALIFORNIA
County of SAN FRANCISCO

Bellinda Rangel
Notary Public

On May 1st, 2018 **, before me,** _____
(here insert name and title of the officer), personally appeared JOSE MANUEL ALVARADO AND CRISTINA D.C. ALVAREZ, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/ are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/ her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____
Bellinda Rangel **(NOTARY)**

(SEAL)

BELLINDA RANGEL
Notary Public – California
Alameda County
Commission # 2179282
My Comm. Expires Jan 12, 2021

Lender: San Francisco Federal Credit Union
NMLS ID: 416906
Loan Originator: Jazmin Cortez
NMLS ID: 836334

RECORDING REQUESTED BY:

John & Elizabeth Nuno

WHEN RECORDED MAIL TO AND MAIL TAX STATEMENTS TO:

John & Elizabeth Nuno
1361 York Street
San Francisco, CA 94110

San Francisco Assessor-Recorder
Carmen Chu, Assessor-Recorder
DOC- 2013-J754945-00
Wednesday, SEP 11, 2013 13:04:40
Ttl Pd $21.00 Rcpt # 0004792655
REEL K979 IMAGE 0443
okc/KC/1-2

Title Order No.: _____ Space Above This Line For Recorder's Use Escrow No. _____

TRUST TRANSFER GRANT DEED

THE UNDERSIGNED GRANTOR(s) DECLARE(s):
DOCUMENTARY TRANSFER TAX is $ zero. CITY TAX $ zero

☐ Unincorporated area: [X] City of San Francisco, and
[X] This conveyance transfers the grantor's interest into his or her revocable trust, R & T 11930

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

John D. Nuno and Elizabeth Nuno, Husband and Wife,

hereby GRANT to

John D. Nuno and Elizabeth Nuno, Trustees of the John D. and Elizabeth Nuno Revocable Trust Dated 09/10/2013

the following described real property commonly known as 1359-1361 York Street, in the City and County of San Francisco, State of California:

COMMENCING ON A POINT ON THE EASTERLY LINE OF YORK STREET, DISTANT THEREON 195 FEET NORTHERLY FROM THE NORTHEASTERLY CORNER OF YORK AND TWENTY-SIXTH STREETS; RUNNING THENCE NORTHERLY ALONG SAID EASTERLY LINE OF YORK STREET 25 FEET; THENCE AT A RIGHT ANGLE EASTERLY 100 FEET; THENCE AT A RIGHT ANGLE SOUTHERLY 25 FEET; AND THENCE AT A RIGHT ANGLE WESTERLY 100 FEET TO THE POINT OF COMMENCEMENT.

BEING A PORTION OF MISSION BLOCK NO. 177.

ASSESSOR'S LOT 18, BLOCK 4275

Dated: September 10, 2013

John D. Nuno

Elizabeth Nuno

STATE OF CALIFORNIA }
} S.S.
COUNTY OF SAN FRANCISCO }

On September 10, 2013, before me, Preciosa Guinto Malinis, a notary public for the State of California, personally appeared John D. Nuno and Elizabeth Nuno, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons 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)

PRECIOSA GUINTO MALINIS
Commission # 1922521
Notary Public - California
San Francisco County
My Comm. Expires Jan 30, 2015

City and County of San Francisco
Department of Building Inspection

London N. Breed, Mayor
Patrick O'Riordan, C.B.O., Director

Report of Residential Building Record (3R)

(Housing Code Section 351(a))

BEWARE: This report describes the current legal use of this property as compiled from records of City Departments. There has been no physical examination of the property itself. This record contains no history of any plumbing or electrical permits. The report makes no representation that the property is in compliance with the law. Any occupancy or use of the property other than that listed as authorized in this report may be illegal and subject to removal or abatement, and should be reviewed with the Planning Department and the Department of Building Inspection. Errors or omissions in this report shall not bind or stop the City from enforcing any and all building and zoning codes against the seller, buyer and any subsequent owner. The preparation or delivery of this report shall not impose any liability on the City for any errors or omissions contained in said report, nor shall the City bear any liability not otherwise imposed by law.

Address of Building *1365 - 1367 YORK ST* **Block** *4275* **Lot** *028*

Other Addresses

1. A. Present authorized Occupancy or use: UNKNOWN
   B. Is this building classified as a residential condominium? Yes No ✓
   C. Does this building contain any Residential Hotel Guest Rooms as defined in Chap. 41, S.F. Admin. Code? Yes No ✓
2. Zoning district in which located: RH-2 3. Building Code Occupancy Classification UNKN
4. Do Records of the Planning Department reveal an expiration date for any non-conforming use of this property? Yes No ✓
   If Yes, what date? **The zoning for this property may have changed. Call Planning Department, (628) 652-7300, for the current status.**
5. Building Construction Date (Completed Date): UNKNOWN
6. Original Occupancy or Use: UNKNOWN
7. Construction, conversion or alteration permits issued, if any:

Application #	Permit #	Issue Date	Type of Work Done	Status
8005775	461572	Jun 30, 1980	REBUILD REAR STAIRS.	C
8502748	528625	Mar 19, 1985	REPLACE EXISTING DAMAGED REAR STAIRS AND LANDING. REPLACE WINDOWS. REPLACE REAR DOORS TO SOLID CORE. REPLACE SINKS AND COUNTER TOP.	C
200003305883	906209	Mar 30, 2000	PROVIDE ONE HOUR FIRE SEPARATION BETWEEN BUILDINGS.	X
200303079150	995846	May 30, 2003	CONSTRUCT NEW WALL ALONG NEW PROPERTY LINE, REMOVE OLD WALL. LOTS ARE BEING SUBDIVIDED BY BUREAU OF STREET AND MAPPING.	I
200404090977	1022097	Apr 09, 2004	RENEW PERMIT APPLICATION #200303079150.	I
200510206152	1070153	Oct 20, 2005	RENEW PERMIT APPLICATION #200003305883 AND #200303079150 - FOR FINAL INSPECTION ONLY.	I
200603096332	1081119	Mar 09, 2006	REVISION TO PERMIT APPLICATION #200303079150/R1 TO CORRECTLY SHOW AS BUILT CONDITION - KITCHEN REMODEL.	I

8. A. Is there an active Franchise Tax Board Referral on file? Yes No ✓
   B. Is this property currently under abatement proceedings for code violations? Yes No ✓
9. Number of residential structures on property? 2
10. A. Has an energy inspection been completed? Yes No ✓ B. If yes, has a proof of compliance been issued? Yes No ✓
11. A. Is the building in the Mandatory Earthquake Retrofit of Wood-Frame Building Program? Yes No ✓
    B. If yes, has the required upgrade work been completed? Yes No
12. Is the building located within the flood risk zone boundaries delineated on the San Francisco Public Utilities Commission's 100-Year Storm Flood Risk Map dated July 01, 2019? Yes No ✓

Records Management Division
49 South Van Ness Avenue, Suite 400 - San Francisco CA 94103
Office (628) 652-3420 - dbi.records3R@sfgov.org - www.sfdbi.org/rmd

Address of Building *1365 - 1367 YORK ST* **Block** *4275* **Lot** *028*

Other Addresses

Date of Issuance: 29 MAR 2022
Date of Expiration: 29 MAR 2023
By: ALICIA MAN
Report No: ***202203211593***

Patty Herrera, Manager
Records Management Division

THIS REPORT IS VALID FOR ONE YEAR ONLY.

The law requires that, prior to the consummation of the sale or exchange of this property, the seller must deliver this report to the buyer and the buyer must sign it.

(For Explanation of terminology, see attached)

City and County of San Francisco
Department of Building Inspection

London N. Breed, Mayor
Patrick O'Riordan, C.B.O., Director

Report of Residential Building Record (3R)

(Housing Code Section 351(a))

BEWARE: This report describes the current legal use of this property as compiled from records of City Departments. There has been no physical examination of the property itself. This record contains no history of any plumbing or electrical permits. The report makes no representation that the property is in compliance with the law. Any occupancy or use of the property other than that listed as authorized in this report may be illegal and subject to removal or abatement, and should be reviewed with the Planning Department and the Department of Building Inspection. Errors or omissions in this report shall not bind or stop the City from enforcing any and all building and zoning codes against the seller, buyer and any subsequent owner. The preparation or delivery of this report shall not impose any liability on the City for any errors or omissions contained in said report, nor shall the City bear any liability not otherwise imposed by law.

Address of Building ***1369 - 1371 YORK ST*** **Block** ***4275*** **Lot** ***028***

Other Addresses

1. A. Present authorized Occupancy or use: UNKNOWN (SOUTH BUILDING)
   B. Is this building classified as a residential condominium? Yes No ✓
   C. Does this building contain any Residential Hotel Guest Rooms as defined in Chap. 41, S.F. Admin. Code? Yes No ✓
2. Zoning district in which located: RH-2
3. Building Code Occupancy Classification: UNKNOWN
4. Do Records of the Planning Department reveal an expiration date for any non-conforming use of this property? Yes No ✓
   If Yes, what date? **The zoning for this property may have changed. Call Planning Department, (628) 652-7300, for the current status.**
5. Building Construction Date (Completed Date): UNKNOWN
6. Original Occupancy or Use: UNKNOWN
7. Construction, conversion or alteration permits issued, if any:

Application #	Issue Date	Type of Work Done	Status
24648	Feb 20, 1937	ALTERATION OF FLATS AS PER PLANS.	EXPIRED
181435	Jan 09, 1956	ASBESTOS SIDING ON SOUTH WALL.	COMPLETED
8502748	Mar 19, 1985	REPLACE EXISTING DAMAGED REAR STAIRS AND LANDING. REPLACE WINDOWS, REPLACE REAR DOORS TO SOLID CORE. REPLACE SINKS AND COUNTER TOP AND BATH FIXTURES.	COMPLETED
8810770	Aug 11, 1988	TO REPAIR FIRE DAMAGE.	COMPLETED
200003305883	Mar 30, 2000	PROVIDE ONE HOUR FIRE SEPARATION BETWEEN BUILDINGS.	EXPIRED
200303079153	May 30, 2003	CONSTRUCT NEW WALL ALONG NEW PROPERTY LINE. REMOVE ALL WALL. LOTS SUBDIVIDED BY BUREAU OF STREET USE AND MAPPING.	ISSUED
200404090975	Apr 09, 2004	RENEW PERMIT APPLICATION #200303079153.	EXPIRED
200502256268	Feb 25, 2005	TO RENEW PERMIT APPLICATIONS #200303079153 AND #200404090975. TO CONSTRUCT NEW WALL ADJACENT TO NEW PROPERTY AS PART OF LOT SUBDIVISION.	COMPLETED
200503036662	Mar 03, 2005	FIX OR REPLACE DETERIORATED BACK EXIT STAIR SERVING THE TWO UNIT SECOND MEANS OF EGRESS.	COMPLETED
200503187916	Mar 18, 2005	REVISION TO PERMIT APPLICATION #200303079153. ONE HOUR WALL AND KITCHEN REMODEL IN UNIT #1371 ONLY. EXISTING CONDITION AS SHOWN NOT TO CORRECT ON PREVIOUS PERMIT.	COMPLETED

Records Management Division
49 South Van Ness Avenue, Suite 400 - San Francisco CA 94103
Office (628) 652-3420 - dbi.records3R@sfgov.org - www.sfdbi.org/rmd

Address of Building ***1369 - 1371 YORK ST*** **Block** ***4275*** **Lot** ***028***

Other Addresses

8. A. Is there an active Franchise Tax Board Referral on file? Yes No ✓
   B. Is this property currently under abatement proceedings for code violations? Yes No ✓
9. Number of residential structures on property? 2
10. A. Has an energy inspection been completed? Yes No ✓ B. If yes, has a proof of compliance been issued? Yes No ✓
11. A. Is the building in the Mandatory Earthquake Retrofit of Wood-Frame Building Program? Yes No ✓
    B. If yes, has the required upgrade work been completed? Yes No
12. Is the building located within the flood risk zone boundaries delineated on the San Francisco Public Utilities Commission's 100-Year Storm Flood Risk Map dated July 01, 2019? Yes No ✓

Date of Issuance: 20 APR 2022
Date of Expiration: 20 APR 2023
By: ADRIAN DOMINGO
Report No: ***202204152378***

Patty Herrera, Manager
Records Management Division

THIS REPORT IS VALID FOR ONE YEAR ONLY.

The law requires that, prior to the consummation of the sale or exchange of this property, the seller must deliver this report to the buyer and the buyer must sign it.

(For Explanation of terminology, see attached)





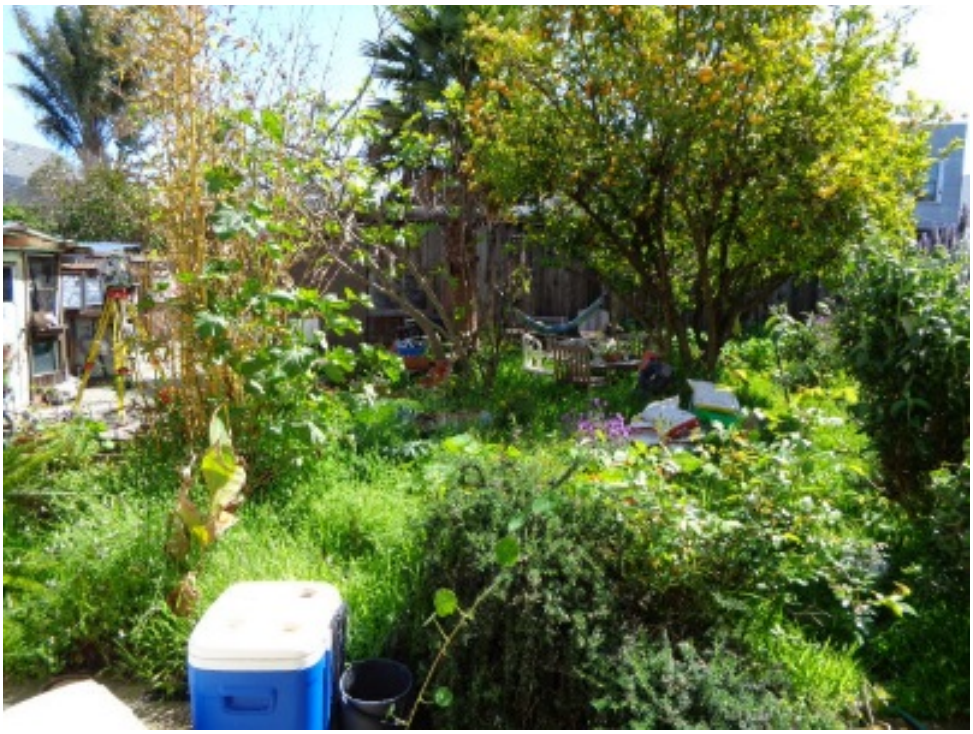
FRONT VIEW (YORK STREET)



LEFT SIDE VIEW (YORK STREET, LOOKING NORTHERLY)



RIGHT SIDE VIEW (YORK STREET, LOOKING SOUTHERLY)



REAR YARD (LOOKING WESTERLY)



REAR YARD (LOOKING EASTERLY)

G. FORMS

Form No. 1

Proposition "M" Findings Form

The Eight Priority Policies
of Section 101.1 of the San Francisco Planning Code

Date: _____

City Planning Case No. _____ *(if available)*

Address 1365 YORK STREET

Assessor's Block 4275 Lot(s) 028

Proposal: _____

EIGHT PRIORITY GENERAL PLAN POLICIES

As a result of the passage of Proposition M (Section 101.1 of the San Francisco Planning Code), findings that demonstrate consistency with the eight priority policies of Section 101.1 must be presented to the Department of City Planning as part of your project application review for general conformity with San Francisco's General Plan.

Photographs of the subject property are required for priority policy review and must be submitted as part of the application.

INSTRUCTIONS TO APPLICANTS: Please present information in detail about how your application relates to each of the eight priority policies listed below. The application will be found to be incomplete if the responses are not thorough. Use a separate document and attach if more space is needed.

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

THIS PROPERTY HAS NO IMPACT ON RETAIL USES

THIS PROPERTY IS ZONED FOR RESIDENTIAL USE

2. That existing housing and neighborhood character be conserved and protected in order to preserve the cultural and economic diversity of our neighborhood;

THERE ARE NO CHANGES TO THE EXISTING STRUCTURE AS A PART OF THIS APPLICATION

3. That the City's supply of affordable housing be preserved and enhanced;

THERE ARE NO CHANGES TO THE EXISTING STRUCTURE AS A PART OF THIS APPLICATION

4. That commuter traffic not impede Muni transit service or overburden our streets or neighborhood parking;

THERE ARE NO CHANGES TO THE EXISTING PARKING AS A PART OF THIS APPLICATION

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

THIS IS A RESIDENTIAL AREA AND ZONED AS SUCH

6. That the City achieve the greatest possible preparedness to protect against injury and loss of life in an earthquake;

THE CURRENT STRUCTURE IS SUFFICIENTLY DESIGNED TO MEET CURRENT REQUIREMENTS

7. That landmarks and historic buildings be preserved; and

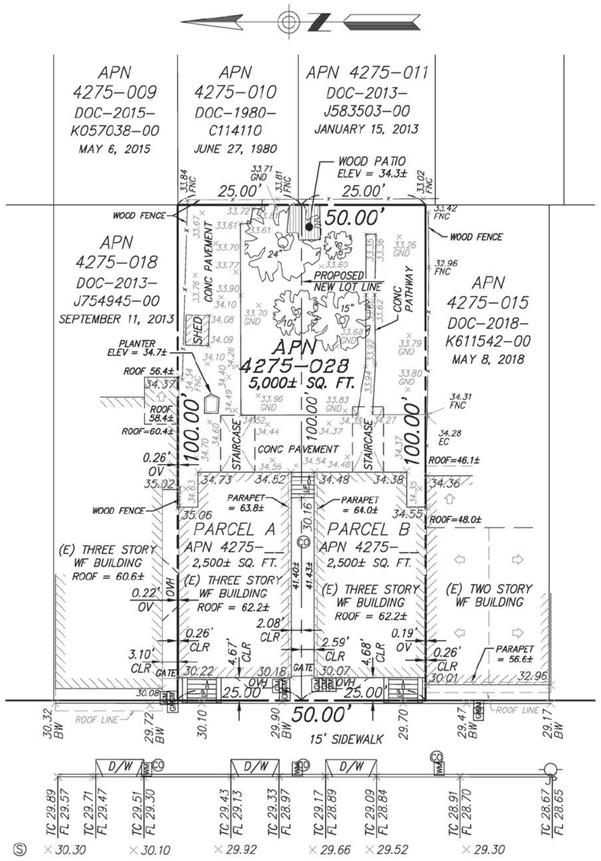
THERE IS NO LANDMARK AT THIS LOCATION AND NO WORK IS PART OF THIS APPLICATION.

8. That our parks and open space and their access to sunlight and vistas be protected from development.

THIS PROPERTY IS NOT ADJACENT OR NEAR ANY PARKS OR OPEN SPACES TO HAVE ANY EFFECT ON SUNLIGHT OR VISTAS

Virginia Lopez
Signature of Applicant

3/7/22
Date



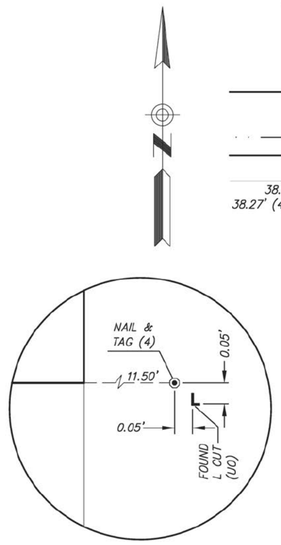
YORK STREET (60.00' WIDE)

SITE DETAIL

GRAPHIC SCALE

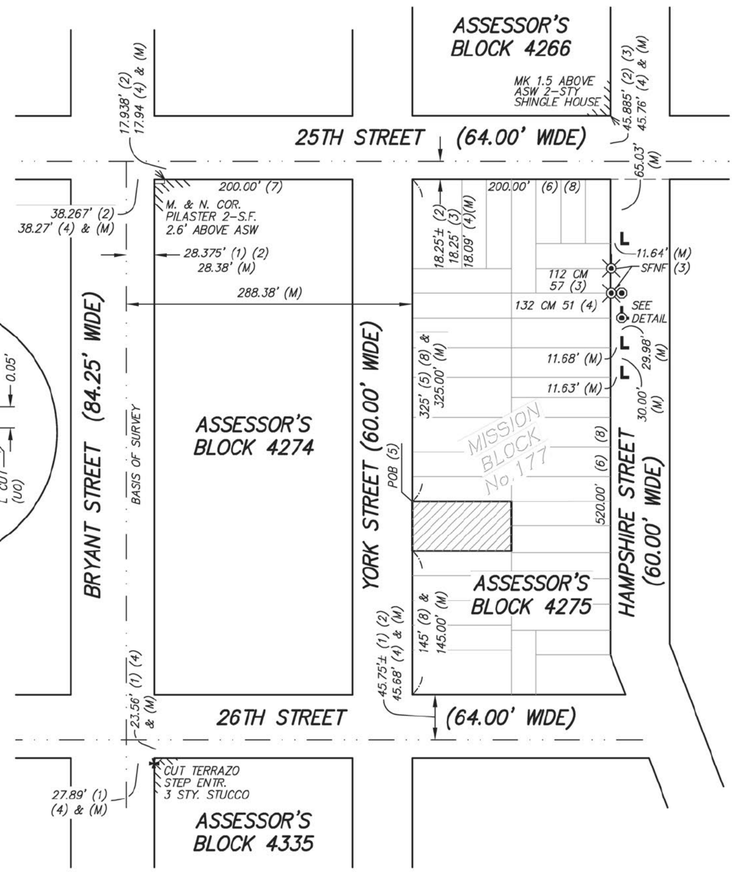
20 0 10 20 40

1 inch = 20 feet



DETAIL

NOT TO SCALE



CONTROL DIAGRAM

GRAPHIC SCALE

100 0 50 100 200

1 inch = 100 feet

LEGEND

- PROPERTY LINE
- ADJACENT PARCEL LINES
- RIGHT OF WAY LINE
- MONUMENT LINE
- PROPOSED NEW LOT LINE
- FENCE LINE
- BUILDING LINE
- SUBJECT PROPERTY
- MARK MONUMENT MAP
- BRASS TAG PER (3), SFNF
- FOUND CROSS CUT
- FOUND L CUT (UO)
- FOUND NAIL & TAG PER (4)
- CLEANOUT
- GAS VALVE
- SANITARY SEWER MANHOLE
- ROOF PITCH
- GAS METER
- WATER METER
- JOINT POLE

ABBREVIATIONS

AB	ASSESSOR'S BLOCK
APN	ASSESSOR'S PARCEL NUMBER
BLDG	BUILDING
BW	BACK OF SIDEWALK
CLR	CLEAR
CONC	CONCRETE
DOC	DOCUMENT
D/W	DRIVEWAY
EC	EDGE OF CONCRETE
ELEV	ELEVATION
FL	FLOW LINE
FNC	FENCE
GND	GROUND
OVH	OVERHANG
POB	POINT OF BEGINNING
SFNF	SEARCHED FOR NOT FOUND
SQ FT	SQUARE FEET
TC	TOP OF CURB
WF	WOOD FRAME
( )	REFERENCE NUMBER
(E)	EXISTING
(M)	MEASURED
(UO)	UNKNOWN ORIGIN

REFERENCES

(1) MONUMENT MAP 279, ON FILE IN THE OFFICE OF THE CITY AND COUNTY SURVEYOR

(2) MONUMENT MAP 280, ON FILE IN THE OFFICE OF THE CITY AND COUNTY SURVEYOR

(3) 112 CM 58, MAP FILED DECEMBER 10, 2009 OFFICE OF THE COUNTY RECORDER

(4) 132 CM 51, MAP FILED JUNE 21, 2017 OFFICE OF THE COUNTY RECORDER

(5) DOC-2006-I276786-00 RECORDED OCTOBER 31, 2006

(6) ASSESSOR'S BLOCK DIAGRAM 4275 FILED IN THE OFFICE OF THE COUNTY RECORDER.

(7) ASSESSOR'S BLOCK DIAGRAM 4274 FILED IN THE OFFICE OF THE COUNTY RECORDER.

(8) HISTORIC BLOCK DIAGRAM: AB 4275, MISSION BLOCK NUMBER 177, ON FILE IN THE OFFICE OF THE CITY AND COUNTY SURVEYOR.

BOUNDARY NOTES

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ALL ANGLES ARE 90° UNLESS OTHERWISE SHOWN.

ALL DISTANCES ARE MEASURED IN FEET AND DECIMALS THEREOF.

DATE OF SURVEY

TOPOGRAPHIC INFORMATION SHOWN HERE IS BASED UPON A FIELD SURVEY PERFORMED JUNE 2021.

SURVEY REFERENCE

THIS SURVEY IS BASED ON THE LEGAL DESCRIPTION DESCRIBED IN THE FOLLOWING GRANT DEED:

APN 4275-028, RECORDED OCTOBER 31, 2006, DOCUMENT NUMBER 2006-I276786-00.

UTILITY NOTE

UNDERGROUND UTILITIES SHOWN HEREON WERE PLOTTED FROM A COMBINATION OF OBSERVED SURFACE EVIDENCE (CONDITIONS PERMITTING) AND RECORD INFORMATION OBTAINED FROM THE RESPECTIVE UTILITY COMPANIES AND ARE NOT INTENDED TO REPRESENT THEIR ACTUAL LOCATIONS. THEREFORE, ALL UTILITIES MUST BE VERIFIED WITH RESPECT TO SIZES, HORIZONTAL & VERTICAL LOCATIONS BY THE OWNER AND/OR CONTRACTOR PRIOR TO DESIGN OR CONSTRUCTION. NO RESPONSIBILITY IS ASSUMED BY TRANSAMERICAN ENGINEERS FOR THE LOCATION AND CAPACITY OF SAID UTILITIES.

PROJECT BENCHMARK - DESCRIPTION

ELEVATIONS SHOWN HEREON WERE OBTAINED FROM THE BENCHMARK LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF 25TH STREET AND BRYANT STREET, LETTER "O" IN "OPEN" TOP HPFS HYDRANT. SAID BENCHMARK IS BASED UPON CITY & COUNTY OF SAN FRANCISCO DATUM AND HAS AN ELEVATION OF 40.176.

OWNER(S)

VIRGINIA LOPEZ
1325 HOWARD AVENUE, #308
BURLINGAME, CA 94010-4212

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY,

BY: _____ DATE: 04-20-2022

BARRY A. PIERCE, L.S. 6975
MY LICENSE EXPIRES SEPTEMBER 30, 2023

TENTATIVE PARCEL MAP

BEING A TWO LOT SUBDIVISION OF THAT REAL PROPERTY
DESCRIBED IN THAT CERTAIN DEED
RECORDED ON OCTOBER 31, 2006
AS DOC-2006-I276786-00, OFFICIAL RECORDS
ALSO BEING A PORTION OF MISSION BLOCK No. 177

CITY & COUNTY OF SAN FRANCISCO
SCALE AS SHOWN

STATE OF CALIFORNIA
APRIL 2022

BARRY A. PIERCE
TRANSAMERICAN ENGINEERS & ASSOCIATES

APN: 4275-028, ADDRESS: 1365 YORK STREET

TRANSAMERICAN ENGINEERS

Fox Plaza, 1390 Market Street, Suite 201
San Francisco, CA 94102
Tel. No. 553-4092 Fax No. 553-4071

4/20/2022

Application for Parcel Map / Final Map Subdivision

City and County Surveyor
Department of Public Works
Bureau of Street-Use & Mapping
49 South Van Ness Avenue, 9th Floor
San Francisco, CA 94103

Dear Sir:

In compliance with the California Subdivision Map Act, the San Francisco Subdivision Code, the San Francisco Subdivision Regulations, and all amendments thereto, I/we the undersigned subdivider, or agent, hereby submit to you for your review and processing a proposed Parcel Map / Final Map subdivision, together with the Parcel Map / Final Map Application and Checklist and all applicable items, fees, documents and data checked thereon.

Respectfully,

TRANSAMERICAN ENGINEERS

Barry Pierce, PLS

President

Attachment: Application Packet

D. APPLICATION FOR PARCEL MAP / FINAL MAP SUBDIVISION

Property Address: 1365 YORK STREET

Assessor's Block: 4275 Lot Number(s): 028

For DPW-BSM use only
ID No.:

Owner:			
Name:	VIRGINIA LOPEZ		
Address:	1302 York St. San Francisco, Ca. 94110		
Phone:	(650) 520-8889	E-mail:	lopezvirginia333@gmail.com
Attorney's Information: (If Any)			
Name:			
Address:			
Phone:		E-mail:	
Surveyor preparing the subdivision map:			
Name:	BARRY PIERCE		
Address:	1390 MARKET STREET, SUITE #201, SAN FRANCISCO CA 94102		
Phone:	(415) 553-4092	E-mail:	bpierce@transamericanengineers.com
Subdivider: (If different from owner)			
Name:	BARRY PIERCE / TRANSAMERICAN ENGINEERS		
Address:	1390 MARKET STREET, SUITE #201, SAN FRANCISCO CA 94102		

Existing number of lots: 1 (ONE) Proposed number of lots: 2 (TWO)

This subdivision results in an airspace: ☒ No ☐ Yes (shown on Tentative Map)

STATE OF CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO

I (We) Virginia Lopez
(Print Subdivider's Name in full)

declare, under penalty of perjury, that I am (we are) the owner(s) [authorized agent of the owner(s)] of the property that is the subject of this application, that the statements herein and in the attached exhibits present the information required for this application, and the information presented is true and correct to the best of my (our) knowledge and belief.

Date: 3-7-22 Signed: Virginia Lopez

Date: _____ Signed: _____

E. PARCEL MAP / FINAL MAP SUBDIVISION APPLICATION CHECKLIST

Check the following items enclosed where applicable:

Submitted per guidelines and in this order? Yes	Submitted per guidelines and in this order? No	Official Use Only: OK?	No.	Item Description and Order		Total of copies	Which and how many of total required items are needed for each agency? DPW	DCP	DBI **	Form No. (where applicable)
☒	☐	☐	1.	Three (3) electronic copies of Tentative Parcel Map [DPW copies: 1-BSM Mapping; 1-City Planning] **Note:** One additional copy will be required if project falls within the jurisdiction of SFRA. (see page 8)		3	1	1	1*	
☐	☒	☐	2.	Three (3) electronic copies of Tentative Final Map [DPW copies: 1-BSM Mapping; 1-City Planning] **Note:** One additional copy will be required if project falls within the jurisdiction of SFRA. (see page 8)		3	1	1	1*	
☒	☐	☐	3.	Subdivision Fee ($_____)		1	1			
☒	☐	☐	4.	Preliminary Title Report (dated within 3 months)		2	1	1		
☒	☐		5.	Grant Deeds and any other recorded documents for: ☒ Subject Site and ☒ Adjoiners		1	1			
☒	☐	☐	6.	Current 3R Report, see item number 6 page 9 for details		2	1	1		
☒	☐	☐	7.	Neighborhood notification package for Tentative Map decision	☒ 300-Foot Radius Map ☒ Address List ☒ Envelopes	1	1			
☒	☐	☐	8.	Photographs of subject property, as follows: [Public Works Code Sec. 723.2 & Planning Code] ☒ Front photo from the street looking at the property, including sidewalk without obstructions ☒ Photo from left side showing property line and sidewalk fronting subject site ☒ Photo from right side showing property line and sidewalk fronting subject site ☒ Photo of rear of property		2	1	1		
☒	☐	☐	9.	Proposition "M" Findings demonstrating consistency with Eight Priority General Plan Policies [Planning Code Sec. 101.1(b)]		2	1	1		Form No. 1
☒	☐	☐	10.	Submit the following for review by Department of Building Inspection, If required. See page 9.	Completed Form Number 2.	1			1*	Form No. 2

**** ADDITIONAL COPY TO DBI – SEE REQUIREMENTS PAGE 9, ITEM 10***

There should be 2 electronic folders submitted one for DPW and another for DCP both populated with the documents listed above. If the project is required to be reviewed by DBI then there should be another electronic folder submitted populated with the required electronic documents listed above.

1041

LOPEZ APARTMENTS 4

11-35/1210 CA
91207

Date 4X-7-22
VL

Pay To The Order Of DBI $486.00

four hundred eighty six Dollars 00/100

Photo Safe Deposit® Details on back

BANK OF AMERICA

ACH R/T 121000358

For 1365-71 york st Virginia Lopez MP

⑈001041⑈ ⑆121000358⑆ 325138586058⑈

Form No. 2

Required ONLY when creating a <u>new</u> lot line on property occupied with existing building(s) **(NOT required if Map is only for merging adjoining lots).**

Department of Building Inspection Requirements

Property Address: 1365 YORK STREET

Assessor's Block: 4275 Lot Number(s): 028

Submit a separate check payable to Department of Building Inspection. Form number 2 will be forwarded to DBI, it is important to be sure it is complete. Photos and Architectural floor plans should be attached if they are available. DBI reviews for building code compliance mainly fire rating, they will require the following information:

Building Inspection Fees **See Current Fee Schedule**

Area of Wall(s) = (Length X Height) SEE BELOW

Area of ALL Openings (Total) SEE BELOW

Construction material – what is the wall(s) made of WOOD FRAME

Pictures detailing above

Architect floor plans (if available)

Other

-1365-1367 YORK STREET BUILDING - AREA OF WALLS = 3,762.0 SQ. FT.

TOTAL AREA OF ALL OPENINGS = 340.0 SQ. FT.

-1369-1371 YORK STREET BUILDING - AREA OF WALLS = 3,747.50 SQ. FT.

TOTAL AREA OF ALL OPENINGS = 350.50 SQ. FT.





FRONT VIEW (YORK STREET)



ALLEY WAY (LOOKING WESTERLY)



ALLEY WAY (LOOKING EASTERLY)



REAR VIEW (1369-1371 YORK ST. BLDG, LOOKING EASTERLY)



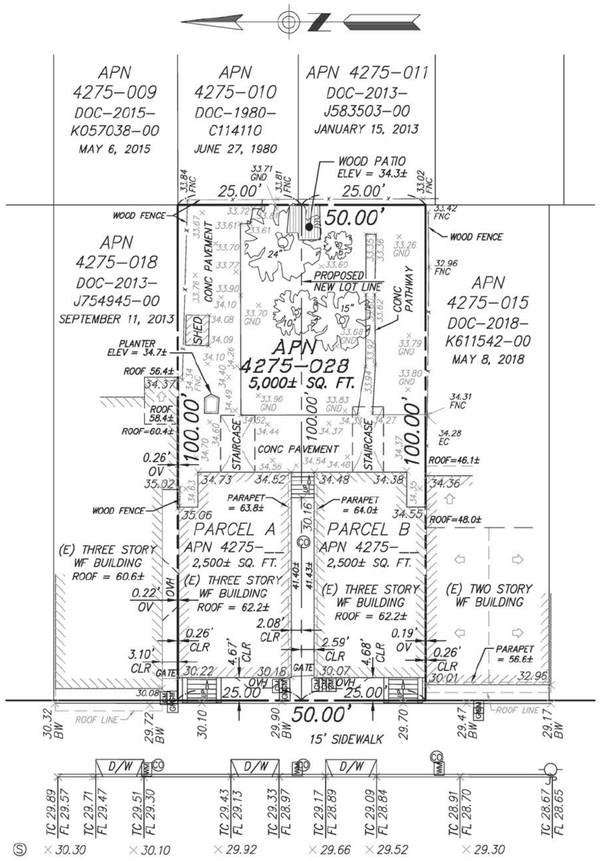
REAR VIEW (1369-1371 YORK ST. BLDG, LOOKING NORTHEASTERLY)



REAR VIEW (1365-1367 YORK ST. BLDG, LOOKING EASTERLY)



REAR VIEW (1365-1367 YORK ST. BLDG, LOOKING SOUTHEASTERLY)



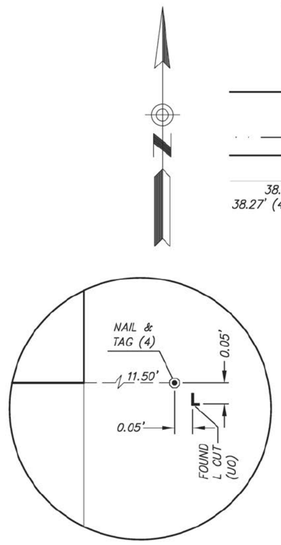
YORK STREET (60.00' WIDE)

SITE DETAIL

GRAPHIC SCALE

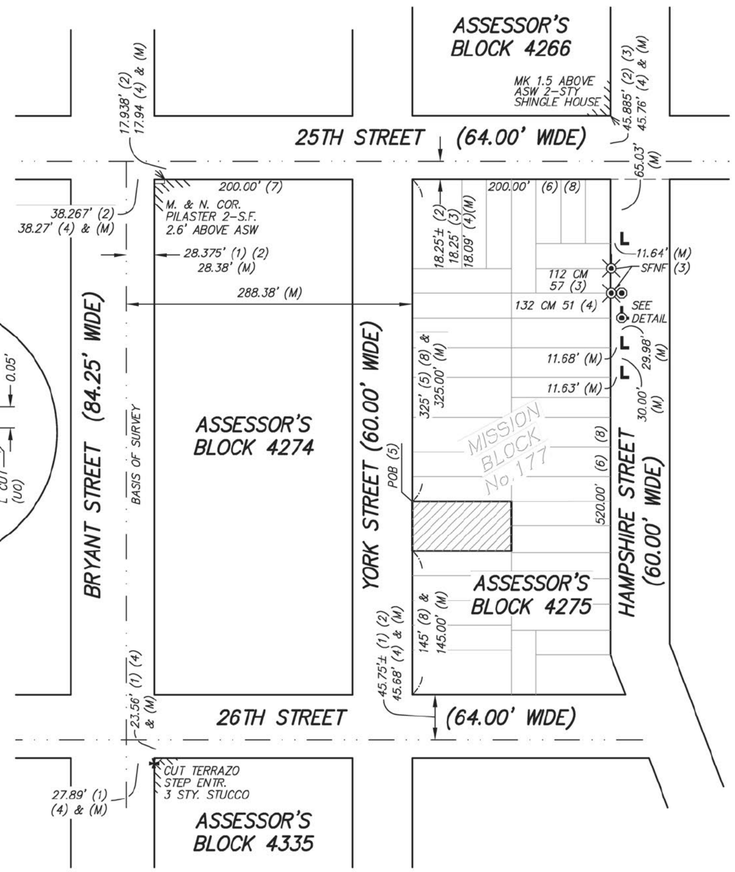
20 0 10 20 40

1 inch = 20 feet



DETAIL

NOT TO SCALE



CONTROL DIAGRAM

GRAPHIC SCALE

100 0 50 100 200

1 inch = 100 feet

LEGEND

- PROPERTY LINE
- ADJACENT PARCEL LINES
- RIGHT OF WAY LINE
- MONUMENT LINE
- PROPOSED NEW LOT LINE
- FENCE LINE
- BUILDING LINE
- SUBJECT PROPERTY
- MARK MONUMENT MAP
- BRASS TAG PER (3), SFNF
- FOUND CROSS CUT
- FOUND L CUT (UO)
- FOUND NAIL & TAG PER (4)
- CLEANOUT
- GAS VALVE
- SANITARY SEWER MANHOLE
- ROOF PITCH
- GAS METER
- WATER METER
- JOINT POLE

ABBREVIATIONS

AB	ASSESSOR'S BLOCK
APN	ASSESSOR'S PARCEL NUMBER
BLDG	BUILDING
BW	BACK OF SIDEWALK
CLR	CLEAR
CONC	CONCRETE
DOC	DOCUMENT
D/W	DRIVEWAY
EC	EDGE OF CONCRETE
ELEV	ELEVATION
FL	FLOW LINE
FNC	FENCE
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TOPOGRAPHIC INFORMATION SHOWN HERE IS BASED UPON A FIELD SURVEY PERFORMED JUNE 2021.

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APN 4275-028, RECORDED OCTOBER 31, 2006, DOCUMENT NUMBER 2006-I276786-00.

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OWNER(S)

VIRGINIA LOPEZ
1325 HOWARD AVENUE, #308
BURLINGAME, CA 94010-4212

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY,

BY: _____ DATE: 04-20-2022

BARRY A. PIERCE, L.S. 6975
MY LICENSE EXPIRES SEPTEMBER 30, 2023

TENTATIVE PARCEL MAP

BEING A TWO LOT SUBDIVISION OF THAT REAL PROPERTY
DESCRIBED IN THAT CERTAIN DEED
RECORDED ON OCTOBER 31, 2006
AS DOC-2006-I276786-00, OFFICIAL RECORDS
ALSO BEING A PORTION OF MISSION BLOCK No. 177

CITY & COUNTY OF SAN FRANCISCO
SCALE AS SHOWN

STATE OF CALIFORNIA
APRIL 2022

BARRY A. PIERCE
TRANSAMERICAN ENGINEERS & ASSOCIATES

APN: 4275-028, ADDRESS: 1365 YORK STREET

D. APPLICATION FOR PARCEL MAP / FINAL MAP SUBDIVISION

Property Address: 1365 YORK STREET

Assessor's Block: 4275 Lot Number(s): 028

For DPW-BSM use only
ID No.:

Owner:			
Name:	VIRGINIA LOPEZ		
Address:	1302 York St. San Francisco, Ca. 94110		
Phone:	(650) 520-8889	E-mail:	lopezvirginia333@gmail.com
Attorney's Information: (If Any)			
Name:			
Address:			
Phone:		E-mail:	
Surveyor preparing the subdivision map:			
Name:	BARRY PIERCE		
Address:	1390 MARKET STREET, SUITE #201, SAN FRANCISCO CA 94102		
Phone:	(415) 553-4092	E-mail:	bpierce@transamericanengineers.com
Subdivider: (If different from owner)			
Name:	BARRY PIERCE / TRANSAMERICAN ENGINEERS		
Address:	1390 MARKET STREET, SUITE #201, SAN FRANCISCO CA 94102		

Existing number of lots: 1 (ONE) Proposed number of lots: 2 (TWO)

This subdivision results in an airspace: ☒ No ☐ Yes (shown on Tentative Map)

STATE OF CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO

I (We) Virginia Lopez
(Print Subdivider's Name in full)

declare, under penalty of perjury, that I am (we are) the owner(s) [authorized agent of the owner(s)] of the property that is the subject of this application, that the statements herein and in the attached exhibits present the information required for this application, and the information presented is true and correct to the best of my (our) knowledge and belief.

Date: 3-7-22 Signed: Virginia Lopez

Date: _____ Signed: _____

E. PARCEL MAP / FINAL MAP SUBDIVISION APPLICATION CHECKLIST

Check the following items enclosed where applicable:

Submitted per guidelines and in this order? Yes	Submitted per guidelines and in this order? No	Official Use Only: OK?	No.	Item Description and Order		Total of copies	Which and how many of total required items are needed for each agency? DPW	DCP	DBI **	Form No. (where applicable)
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☒	☐	☐	3.	Subdivision Fee ($_____)		1	1			
☒	☐	☐	4.	Preliminary Title Report (dated within 3 months)		2	1	1		
☒	☐		5.	Grant Deeds and any other recorded documents for: ☒ Subject Site and ☒ Adjoiners		1	1			
☒	☐	☐	6.	Current 3R Report, see item number 6 page 9 for details		2	1	1		
☒	☐	☐	7.	Neighborhood notification package for Tentative Map decision	☒ 300-Foot Radius Map ☒ Address List ☒ Envelopes	1	1			
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☒	☐	☐	10.	Submit the following for review by Department of Building Inspection, If required. See page 9.	Completed Form Number 2.	1			1*	Form No. 2

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There should be 2 electronic folders submitted one for DPW and another for DCP both populated with the documents listed above. If the project is required to be reviewed by DBI then there should be another electronic folder submitted populated with the required electronic documents listed above.

Fidelity National Title
1200 Concord Ave., Suite 400, Concord, CA 94520

Title Report

Virginia Lopez
1365 York Street
San Francisco, CA 94110
Attn: Virginia Lopez

Escrow Officer: Michael Gaffney
Email: mgaffney@fnf.com
File No.: FSFM-0062200647-JJ
Escrow No.: FSFM-0062200647 -MG

Property Address: 1365 York Street, San Francisco, CA

Introducing LiveLOOK

LiveLOOK title document delivery system is designed to provide 24/7 real-time access to all information related to a title insurance transaction.

Access title reports, exception documents, an easy-to-use summary page, and more, at your fingertips and your convenience.

To view your new Fidelity National Title LiveLOOK report, Click Here



Effortless, Efficient, Compliant, and Accessible

Fidelity National Title Company

PRELIMINARY REPORT

In response to the application for a policy of title insurance referenced herein, ***Fidelity National Title Company*** *hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.*

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The policy(ies) of title insurance to be issued hereunder will be policy(ies) of Fidelity National Title Insurance Company, a Florida corporation.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

Fidelity National Title Insurance Company

By:

President

Countersigned By:

Authorized Officer or Agent

Attest:

Secretary

Visit Us on our Website: www.fntic.com

Fidelity National Title Company

ISSUING OFFICE: 1200 Concord Ave., Suite 400, Concord, CA 94520

FOR SETTLEMENT INQUIRIES, CONTACT:
Fidelity National Title Company
2001 Union Street, Suite 625 • San Francisco, CA 94123
(415)346-2030 • FAX

Another Prompt Delivery From Fidelity National Title Company Title Department
Where Local Experience And Expertise Make A Difference

PRELIMINARY REPORT

Title Officer: James Jack
Email: james.jack@titlegroup.fntg.com
Title No.: FSFM-0062200647-JJ

Escrow Officer: Michael Gaffney
Email: mgaffney@fnf.com
Escrow No.: FSFM-0062200647 -MG

TO: Virginia Lopez
1365 York Street
San Francisco, CA 94110
Attn: Virginia Lopez

PROPERTY ADDRESS(ES): 1365 York Street, San Francisco, CA

EFFECTIVE DATE: February 18, 2022 at 07:30 AM

The form of policy or policies of title insurance contemplated by this report is:

ALTA Loan Policy 2006

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

   A FEE

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

   Virginia Lopez, a married woman, as her sole and separate property

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

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

EXHIBIT "A"

Legal Description

For APN/Parcel ID(s): Lot 028, Block 4275

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

BEGINNING AT A POINT ON THE EASTERLY LINE OF YORK STREET, DISTANT THEREON 325 FEET SOUTHERLY FROM THE SOUTHERLY LINE OF 25TH STREET; RUNNING THENCE SOUTHERLY ALONG THE EASTERLY LINE OF YORK STREET 50 FEET; THENCE AT A RIGHT ANGLE EASTERLY 100 FEET; THENCE AT A RIGHT ANGLE NORTHERLY 50 FEET; THENCE AT A RIGHT ANGLE WESTERLY 100 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF MISSION BLOCK NO. 177.

AT THE DATE HEREOF, EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2022-2023.

2. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area:	1000
Tax Identification No.:	Lot 028, Block 4275
Fiscal Year:	2021-2022
1st Installment:	$4,799.93, Paid
2nd Installment:	$4,799.93, Open
Exemption:	$0.00
Land:	$221,033.00
Improvements:	$521,654.00
Personal Property:	$0.00
Bill #:	20210399010

The lien of the assessment shown below, which assessment is or will be collected with, and included in, the property taxes shown above.

Assessment:	DW Code Enforcement Fee
Amount:	$104.00

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

3. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.

4. The herein described Land is within the boundaries of the Mello-Roos Community Facilities District(s). The annual assessments, if any, are collected with the county property taxes. Failure to pay said taxes prior to the delinquency date may result in the above assessment being removed from the county tax roll and subjected to Accelerated Judicial Bond Foreclosure. Inquiry should be made with said District for possible stripped assessments and prior delinquencies.

EXCEPTIONS
(continued)

5. A deed of trust to secure an indebtedness in the amount shown below,

Amount:	$600,000.00
Dated:	October 24, 2006
Trustor/Grantor:	Virginia Lopez, a married woman
Trustee:	Golden West Savings Association Service Co., a California Corporation
Beneficiary:	World Savings Bank, FSB, its successors and/or assignees
Loan No:	0044376754
Recording Date:	October 31, 2006
Recording No.:	2006-I276787-00, Book J257, Page 0227, of Official Records

6. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the Public Records.

   The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

   The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

END OF EXCEPTIONS

NOTES

Note 1. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

Note 2. There is no recorded Certificate of Energy and/or Water Compliance for the property described herein.

Note 3. Note: The name(s) of the proposed insured(s) furnished with this application for title insurance is/are:

No names were furnished with the application. Please provide the name(s) of the buyers as soon as possible.

Note 4. Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DTT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.

Note 5. Note: The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement Form 116 indicating that there is located on said Land a Multiple Family Dwelling, known as 1365 York Street, San Francisco, California, to an Extended Coverage Loan Policy.

Note 6. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

Note 7. Effective December 27, 2016, as mandated through local ordinance, the transfer tax rates are as follows:

More than $100 but Less than or Equal to $250,000 at $2.50 for each $500 ($5.00 per thousand)
More than $250,000 but Less than $1,000,000 at $3.40 for each $500 ($6.80 per thousand)
$1,000,000 or More but Less than $5,000,000 at $3.75 for each $500 ($7.50 per thousand)
$5,000,000 or More but Less than $10,000,000 at $11.25 for each $500 ($22.50 per thousand)
$10,000,000.00 or More but Less than $24,999,000 at $27.50 for each $500 ($55.00 per thousand)
$25,000,000.00 Or More at $30.00 for each $500 or portion thereof ($60.00 per thousand)

NOTE: These rates are for documents recorded on or after December 27, 2016, regardless of when the instrument was executed.

NOTES
(continued)

Note 8. If a county recorder, title insurance company, escrow company, real estate agent or association provides a copy of the declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold faced typed and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.

Note 9. The application for title insurance was placed by reference to only a street address or tax identification number. The proposed Insured must confirm that the legal description in this report covers the parcel(s) of Land requested to be insured. If the legal description is incorrect, the proposed Insured must notify the Company and/or the settlement company in order to prevent errors and to be certain that the legal description for the intended parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.

Note 10. Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirements cannot be met, please call the company at the number provided in this report.

Note 11. The Company and its policy issuing agents are required by Federal law to collect additional information about certain transactions in specified geographic areas in accordance with the Bank Secrecy Act. If this transaction is required to be reported under a Geographic Targeting Order issued by FinCEN, the Company or its policy issuing agent must be supplied with a completed ALTA Information Collection Form ("ICF") prior to closing the transaction contemplated herein.

END OF NOTES

WIRE SAFE™ | Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
http://www.fbi.gov

Internet Crime Complaint Center:
http://www.ic3.gov

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FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE

Effective January 1, 2021

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (*e.g.*, name, address, phone number, email address);
- demographic information (*e.g.*, date of birth, gender, marital status);
- identity information (*e.g.* Social Security Number, driver's license, passport, or other government ID number);
- financial account information (*e.g.* loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (https://fnf.com/pages/californiaprivacy.aspx) or call (888) 413-1748.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes; Use of Comments or Feedback

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, visit FNF's Opt Out Page or contact us by phone at (888) 934-3354 or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

ATTACHMENT ONE

CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY - 1990

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

3. Defects, liens, encumbrances, adverse claims or other matters:

   (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;

   (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;

   (c) resulting in no loss or damage to the insured claimant;

   (d) attaching or created subsequent to Date of Policy; or

   (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.

4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.

5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.

6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

   Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.

3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.

4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

6. Any lien or right to a lien for services, labor or material not shown by the public records.

ATTACHMENT ONE
(CONTINUED)

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
   a. building;
   b. zoning;
   c. land use;
   d. improvements on the Land;
   e. land division; and
   f. environmental protection.

   This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
   a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
   b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
   c. that result in no loss to You; or
   d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
   a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
   b. in streets, alleys, or waterways that touch the Land.

   This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or $2,500.00 (whichever is less)	$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or $5,000.00 (whichever is less)	$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or $5,000.00 (whichever is less)	$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or $2,500.00 (whichever is less)	$ 5,000.00

ATTACHMENT ONE
(CONTINUED)

2006 ALTA LOAN POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
   (a) a fraudulent conveyance or fraudulent transfer, or
   (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

[Except as provided in Schedule B - Part II,[t[or T]his policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

[PART I

[The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.]

PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:]

ATTACHMENT ONE
(CONTINUED)

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
   (a) a fraudulent conveyance or fraudulent transfer; or
   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

[The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.]
7. [Variable exceptions such as taxes, easements, CC&R's, etc., shown here.]

ATTACHMENT ONE
(CONTINUED)

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY - ASSESSMENTS PRIORITY (04-02-15)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
   (a) a fraudulent conveyance or fraudulent transfer, or
   (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, v bration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

FNF Underwritten Title Companies	**Underwritten by FNF Underwriters**
CTC - Chicago Title Company	CTIC - Chicago Title Insurance Company
CLTC - Commonwealth Land Title Company	CLTIC - Commonwealth Land Title Insurance Company
FNTC - Fidelity National Title Company of California	FNTIC - Fidelity National Title Insurance Company
FNTCCA - Fidelity National Title Company of California	FNTIC - Fidelity National Title Insurance Company
TICOR - Ticor Title Company of California	CTIC - Chicago Title Insurance Company
LTC - Lawyer's Title Company	CLTIC - Commonwealth Land Title Insurance Company
SLTC - ServiceLink Title Company	CTIC - Chicago Title Insurance Company

Available Discounts

DISASTER LOANS (CTIC, CLTIC, FNTIC)
The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within twenty-four (24) months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be fifty percent (50%) of the appropriate title insurance rate.

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, FNTIC)
On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be forty percent (40%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted.Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

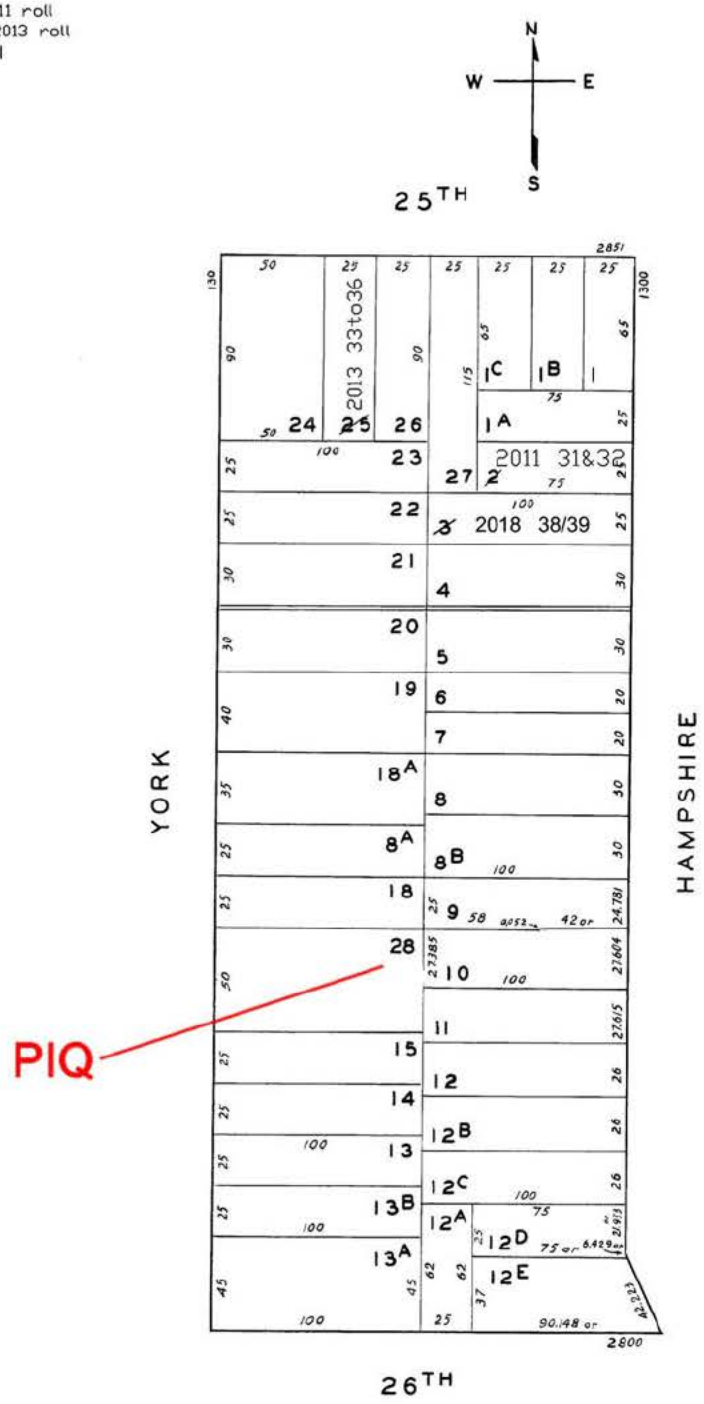
© COPYRIGHT SAN FRANCISCO
CITY & COUNTY ASSESSOR 1995

4275

MISSION BLK. 177

lot2 into lots 31&32 for 2011 roll
lot25 into lots33to36 for 2013 roll
Lot 3 into lots 38 & 39 for 2018 roll

REVISED 1970
Revised 2011
Revised 2013
REVISED 2018



This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

City and County of San Francisco
Department of Building Inspection

London N. Breed, Mayor
Patrick O'Riordan, C.B.O., Director

Report of Residential Building Record (3R)

(Housing Code Section 351(a))

BEWARE: This report describes the current legal use of this property as compiled from records of City Departments. There has been no physical examination of the property itself. This record contains no history of any plumbing or electrical permits. The report makes no representation that the property is in compliance with the law. Any occupancy or use of the property other than that listed as authorized in this report may be illegal and subject to removal or abatement, and should be reviewed with the Planning Department and the Department of Building Inspection. Errors or omissions in this report shall not bind or stop the City from enforcing any and all building and zoning codes against the seller, buyer and any subsequent owner. The preparation or delivery of this report shall not impose any liability on the City for any errors or omissions contained in said report, nor shall the City bear any liability not otherwise imposed by law.

Address of Building *1365 - 1367 YORK ST* **Block** *4275* **Lot** *028*

Other Addresses

1. A. Present authorized Occupancy or use: UNKNOWN
   B. Is this building classified as a residential condominium? Yes No ✓
   C. Does this building contain any Residential Hotel Guest Rooms as defined in Chap. 41, S.F. Admin. Code? Yes No ✓
2. Zoning district in which located: RH-2 3. Building Code Occupancy Classification UNKN
4. Do Records of the Planning Department reveal an expiration date for any non-conforming use of this property? Yes No ✓
   If Yes, what date? **The zoning for this property may have changed. Call Planning Department, (628) 652-7300, for the current status.**
5. Building Construction Date (Completed Date): UNKNOWN
6. Original Occupancy or Use: UNKNOWN
7. Construction, conversion or alteration permits issued, if any:

Application #	Permit #	Issue Date	Type of Work Done	Status
8005775	461572	Jun 30, 1980	REBUILD REAR STAIRS.	C
8502748	528625	Mar 19, 1985	REPLACE EXISTING DAMAGED REAR STAIRS AND LANDING. REPLACE WINDOWS. REPLACE REAR DOORS TO SOLID CORE. REPLACE SINKS AND COUNTER TOP.	C
200003305883	906209	Mar 30, 2000	PROVIDE ONE HOUR FIRE SEPARATION BETWEEN BUILDINGS.	X
200303079150	995846	May 30, 2003	CONSTRUCT NEW WALL ALONG NEW PROPERTY LINE, REMOVE OLD WALL. LOTS ARE BEING SUBDIVIDED BY BUREAU OF STREET AND MAPPING.	I
200404090977	1022097	Apr 09, 2004	RENEW PERMIT APPLICATION #200303079150.	I
200510206152	1070153	Oct 20, 2005	RENEW PERMIT APPLICATION #200003305883 AND #200303079150 - FOR FINAL INSPECTION ONLY.	I
200603096332	1081119	Mar 09, 2006	REVISION TO PERMIT APPLICATION #200303079150/R1 TO CORRECTLY SHOW AS BUILT CONDITION - KITCHEN REMODEL.	I

8. A. Is there an active Franchise Tax Board Referral on file? Yes No ✓
   B. Is this property currently under abatement proceedings for code violations? Yes No ✓
9. Number of residential structures on property? 2
10. A. Has an energy inspection been completed? Yes No ✓ B. If yes, has a proof of compliance been issued? Yes No ✓
11. A. Is the building in the Mandatory Earthquake Retrofit of Wood-Frame Building Program? Yes No ✓
    B. If yes, has the required upgrade work been completed? Yes No
12. Is the building located within the flood risk zone boundaries delineated on the San Francisco Public Utilities Commission's 100-Year Storm Flood Risk Map dated July 01, 2019? Yes No ✓

Records Management Division
49 South Van Ness Avenue, Suite 400 - San Francisco CA 94103
Office (628) 652-3420 - dbi.records3R@sfgov.org - www.sfdbi.org/rmd

Address of Building *1365 - 1367 YORK ST* **Block** *4275* **Lot** *028*

Other Addresses

Date of Issuance: 29 MAR 2022
Date of Expiration: 29 MAR 2023
By: ALICIA MAN
Report No: ***202203211593***

Patty Herrera, Manager
Records Management Division

THIS REPORT IS VALID FOR ONE YEAR ONLY.

The law requires that, prior to the consummation of the sale or exchange of this property, the seller must deliver this report to the buyer and the buyer must sign it.

(For Explanation of terminology, see attached)

City and County of San Francisco
Department of Building Inspection

London N. Breed, Mayor
Patrick O'Riordan, C.B.O., Director

Report of Residential Building Record (3R)

(Housing Code Section 351(a))

BEWARE: This report describes the current legal use of this property as compiled from records of City Departments. There has been no physical examination of the property itself. This record contains no history of any plumbing or electrical permits. The report makes no representation that the property is in compliance with the law. Any occupancy or use of the property other than that listed as authorized in this report may be illegal and subject to removal or abatement, and should be reviewed with the Planning Department and the Department of Building Inspection. Errors or omissions in this report shall not bind or stop the City from enforcing any and all building and zoning codes against the seller, buyer and any subsequent owner. The preparation or delivery of this report shall not impose any liability on the City for any errors or omissions contained in said report, nor shall the City bear any liability not otherwise imposed by law.

Address of Building ***1369 - 1371 YORK ST*** **Block** ***4275*** **Lot** ***028***

Other Addresses

1. A. Present authorized Occupancy or use: UNKNOWN (SOUTH BUILDING)
   B. Is this building classified as a residential condominium? Yes No ✓
   C. Does this building contain any Residential Hotel Guest Rooms as defined in Chap. 41, S.F. Admin. Code? Yes No ✓
2. Zoning district in which located: RH-2
3. Building Code Occupancy Classification: UNKNOWN
4. Do Records of the Planning Department reveal an expiration date for any non-conforming use of this property? Yes No ✓
   If Yes, what date? **The zoning for this property may have changed. Call Planning Department, (628) 652-7300, for the current status.**
5. Building Construction Date (Completed Date): UNKNOWN
6. Original Occupancy or Use: UNKNOWN
7. Construction, conversion or alteration permits issued, if any:

Application #	Issue Date	Type of Work Done	Status
24648	Feb 20, 1937	ALTERATION OF FLATS AS PER PLANS.	EXPIRED
181435	Jan 09, 1956	ASBESTOS SIDING ON SOUTH WALL.	COMPLETED
8502748	Mar 19, 1985	REPLACE EXISTING DAMAGED REAR STAIRS AND LANDING. REPLACE WINDOWS, REPLACE REAR DOORS TO SOLID CORE. REPLACE SINKS AND COUNTER TOP AND BATH FIXTURES.	COMPLETED
8810770	Aug 11, 1988	TO REPAIR FIRE DAMAGE.	COMPLETED
200003305883	Mar 30, 2000	PROVIDE ONE HOUR FIRE SEPARATION BETWEEN BUILDINGS.	EXPIRED
200303079153	May 30, 2003	CONSTRUCT NEW WALL ALONG NEW PROPERTY LINE. REMOVE ALL WALL. LOTS SUBDIVIDED BY BUREAU OF STREET USE AND MAPPING.	ISSUED
200404090975	Apr 09, 2004	RENEW PERMIT APPLICATION #200303079153.	EXPIRED
200502256268	Feb 25, 2005	TO RENEW PERMIT APPLICATIONS #200303079153 AND #200404090975. TO CONSTRUCT NEW WALL ADJACENT TO NEW PROPERTY AS PART OF LOT SUBDIVISION.	COMPLETED
200503036662	Mar 03, 2005	FIX OR REPLACE DETERIORATED BACK EXIT STAIR SERVING THE TWO UNIT SECOND MEANS OF EGRESS.	COMPLETED
200503187916	Mar 18, 2005	REVISION TO PERMIT APPLICATION #200303079153. ONE HOUR WALL AND KITCHEN REMODEL IN UNIT #1371 ONLY. EXISTING CONDITION AS SHOWN NOT TO CORRECT ON PREVIOUS PERMIT.	COMPLETED

Records Management Division
49 South Van Ness Avenue, Suite 400 - San Francisco CA 94103
Office (628) 652-3420 - dbi.records3R@sfgov.org - www.sfdbi.org/rmd

Address of Building ***1369 - 1371 YORK ST*** **Block** ***4275*** **Lot** ***028***

Other Addresses

8. A. Is there an active Franchise Tax Board Referral on file? Yes No ✓
   B. Is this property currently under abatement proceedings for code violations? Yes No ✓
9. Number of residential structures on property? 2
10. A. Has an energy inspection been completed? Yes No ✓ B. If yes, has a proof of compliance been issued? Yes No ✓
11. A. Is the building in the Mandatory Earthquake Retrofit of Wood-Frame Building Program? Yes No ✓
    B. If yes, has the required upgrade work been completed? Yes No
12. Is the building located within the flood risk zone boundaries delineated on the San Francisco Public Utilities Commission's 100-Year Storm Flood Risk Map dated July 01, 2019? Yes No ✓

Date of Issuance: 20 APR 2022
Date of Expiration: 20 APR 2023
By: ADRIAN DOMINGO
Report No: ***202204152378***

Patty Herrera, Manager
Records Management Division

THIS REPORT IS VALID FOR ONE YEAR ONLY.

The law requires that, prior to the consummation of the sale or exchange of this property, the seller must deliver this report to the buyer and the buyer must sign it.

(For Explanation of terminology, see attached)





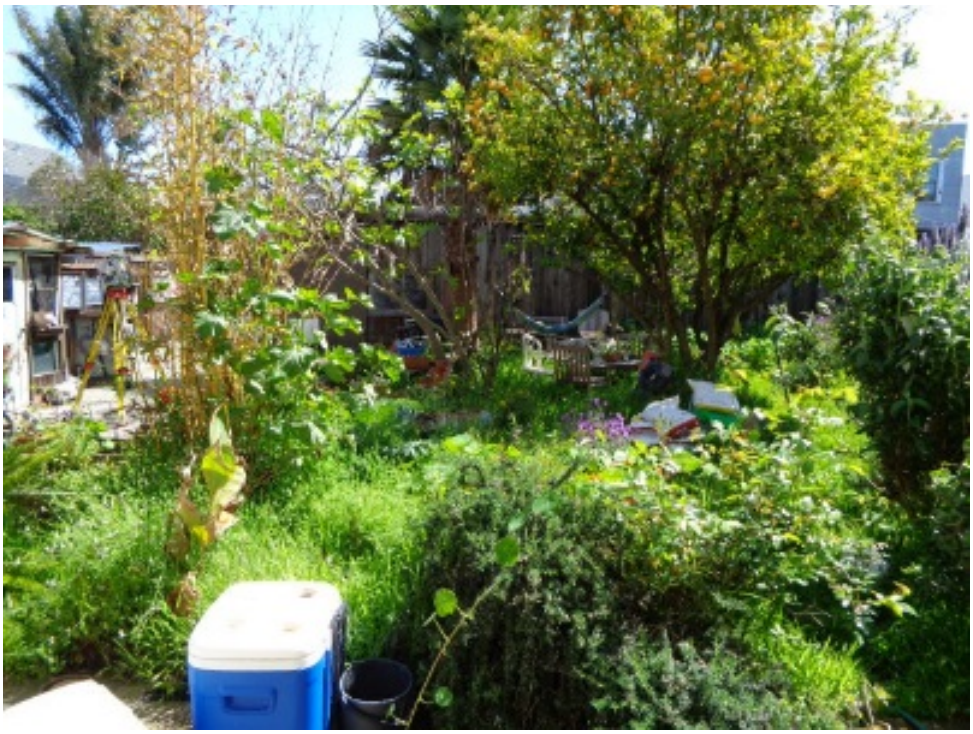
FRONT VIEW (YORK STREET)



LEFT SIDE VIEW (YORK STREET, LOOKING NORTHERLY)



RIGHT SIDE VIEW (YORK STREET, LOOKING SOUTHERLY)



REAR YARD (LOOKING WESTERLY)



REAR YARD (LOOKING EASTERLY)

G. FORMS

Form No. 1

Proposition "M" Findings Form

The Eight Priority Policies
of Section 101.1 of the San Francisco Planning Code

Date: _____

City Planning Case No. _____ *(if available)*

Address 1365 YORK STREET

Assessor's Block 4275 Lot(s) 028

Proposal: _____

EIGHT PRIORITY GENERAL PLAN POLICIES

As a result of the passage of Proposition M (Section 101.1 of the San Francisco Planning Code), findings that demonstrate consistency with the eight priority policies of Section 101.1 must be presented to the Department of City Planning as part of your project application review for general conformity with San Francisco's General Plan.

Photographs of the subject property are required for priority policy review and must be submitted as part of the application.

INSTRUCTIONS TO APPLICANTS: Please present information in detail about how your application relates to each of the eight priority policies listed below. The application will be found to be incomplete if the responses are not thorough. Use a separate document and attach if more space is needed.

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

THIS PROPERTY HAS NO IMPACT ON RETAIL USES

THIS PROPERTY IS ZONED FOR RESIDENTIAL USE

2. That existing housing and neighborhood character be conserved and protected in order to preserve the cultural and economic diversity of our neighborhood;

THERE ARE NO CHANGES TO THE EXISTING STRUCTURE AS A PART OF THIS APPLICATION

3. That the City's supply of affordable housing be preserved and enhanced;

THERE ARE NO CHANGES TO THE EXISTING STRUCTURE AS A PART OF THIS APPLICATION

4. That commuter traffic not impede Muni transit service or overburden our streets or neighborhood parking;

THERE ARE NO CHANGES TO THE EXISTING PARKING AS A PART OF THIS APPLICATION

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

THIS IS A RESIDENTIAL AREA AND ZONED AS SUCH

6. That the City achieve the greatest possible preparedness to protect against injury and loss of life in an earthquake;

THE CURRENT STRUCTURE IS SUFFICIENTLY DESIGNED TO MEET CURRENT REQUIREMENTS

7. That landmarks and historic buildings be preserved; and

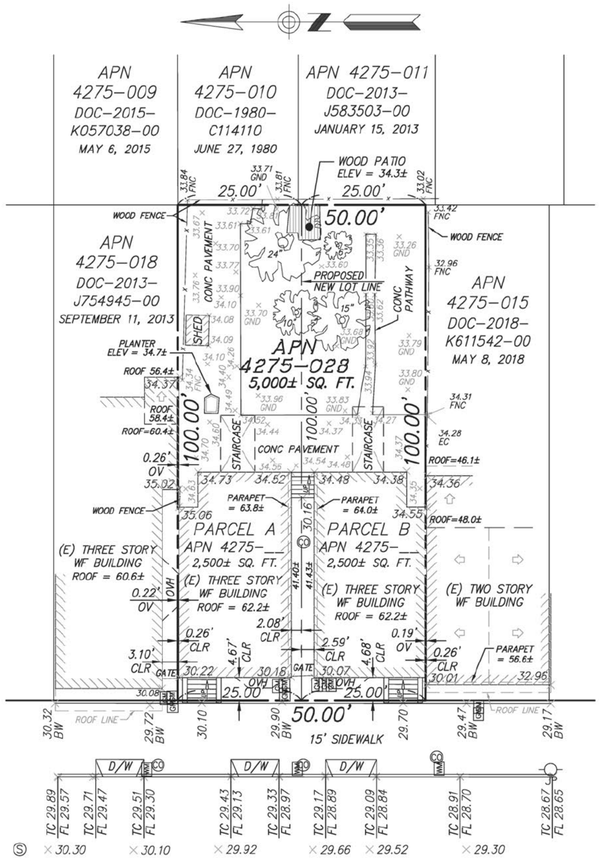
THERE IS NO LANDMARK AT THIS LOCATION AND NO WORK IS PART OF THIS APPLICATION.

8. That our parks and open space and their access to sunlight and vistas be protected from development.

THIS PROPERTY IS NOT ADJACENT OR NEAR ANY PARKS OR OPEN SPACES TO HAVE ANY EFFECT ON SUNLIGHT OR VISTAS

Virginia Lopez
Signature of Applicant

3/7/22
Date



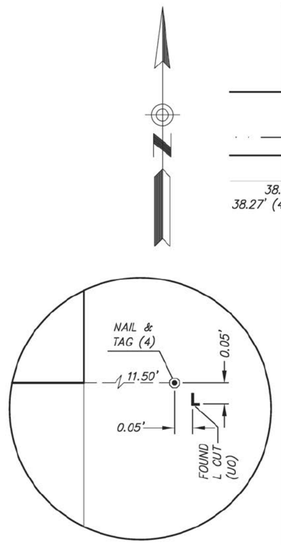
YORK STREET (60.00' WIDE)

SITE DETAIL

GRAPHIC SCALE

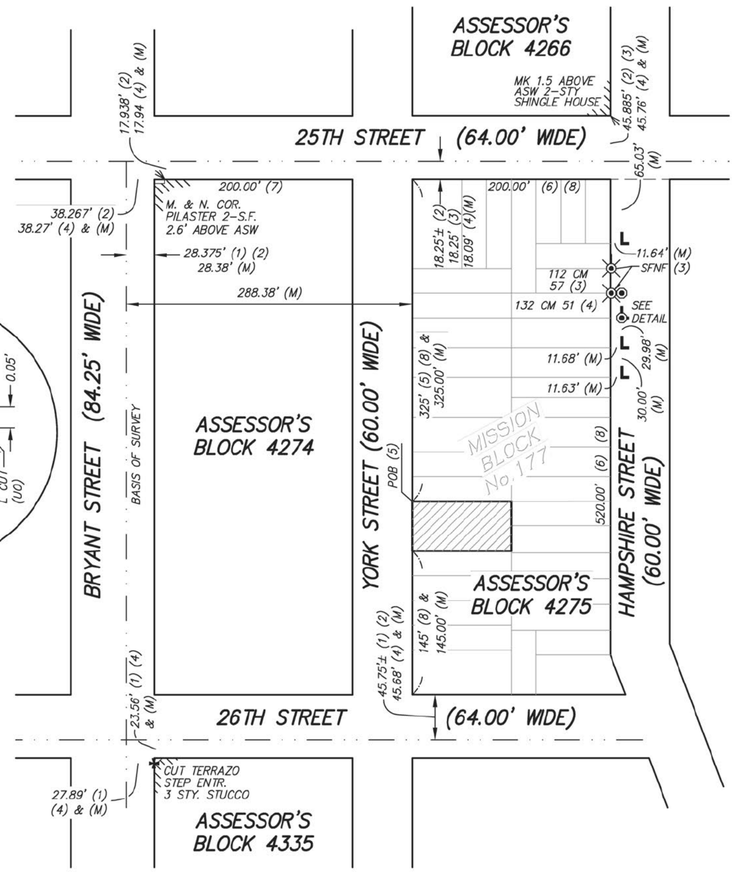
20 0 10 20 40

1 inch = 20 feet



DETAIL

NOT TO SCALE



CONTROL DIAGRAM

GRAPHIC SCALE

100 0 50 100 200

1 inch = 100 feet

LEGEND

- PROPERTY LINE
- ADJACENT PARCEL LINES
- RIGHT OF WAY LINE
- MONUMENT LINE
- PROPOSED NEW LOT LINE
- FENCE LINE
- BUILDING LINE
- SUBJECT PROPERTY
- MARK MONUMENT MAP
- BRASS TAG PER (3), SFNF
- FOUND CROSS CUT
- FOUND L CUT (UO)
- FOUND NAIL & TAG PER (4)
- CLEANOUT
- GAS VALVE
- SANITARY SEWER MANHOLE
- ROOF PITCH
- GAS METER
- WATER METER
- JOINT POLE

ABBREVIATIONS

AB	ASSESSOR'S BLOCK
APN	ASSESSOR'S PARCEL NUMBER
BLDG	BUILDING
BW	BACK OF SIDEWALK
CLR	CLEAR
CONC	CONCRETE
DOC	DOCUMENT
D/W	DRIVEWAY
EC	EDGE OF CONCRETE
ELEV	ELEVATION
FL	FLOW LINE
FNC	FENCE
GND	GROUND
OVH	OVERHANG
POB	POINT OF BEGINNING
SFNF	SEARCHED FOR NOT FOUND
SQ FT	SQUARE FEET
TC	TOP OF CURB
WF	WOOD FRAME
( )	REFERENCE NUMBER
(E)	EXISTING
(M)	MEASURED
(UO)	UNKNOWN ORIGIN

REFERENCES

(1) MONUMENT MAP 279, ON FILE IN THE OFFICE OF THE CITY AND COUNTY SURVEYOR

(2) MONUMENT MAP 280, ON FILE IN THE OFFICE OF THE CITY AND COUNTY SURVEYOR

(3) 112 CM 58, MAP FILED DECEMBER 10, 2009 OFFICE OF THE COUNTY RECORDER

(4) 132 CM 51, MAP FILED JUNE 21, 2017 OFFICE OF THE COUNTY RECORDER

(5) DOC-2006-I276786-00 RECORDED OCTOBER 31, 2006

(6) ASSESSOR'S BLOCK DIAGRAM 4275 FILED IN THE OFFICE OF THE COUNTY RECORDER.

(7) ASSESSOR'S BLOCK DIAGRAM 4274 FILED IN THE OFFICE OF THE COUNTY RECORDER.

(8) HISTORIC BLOCK DIAGRAM: AB 4275, MISSION BLOCK NUMBER 177, ON FILE IN THE OFFICE OF THE CITY AND COUNTY SURVEYOR.

BOUNDARY NOTES

PROPERTY AND RIGHT OF WAY LINES SHOWN HEREON ARE BASED UPON RECORD DATA AND NOT INTENDED TO BE A DETAILED FINAL SURVEY OF THE PROPERTY. BOUNDARY INFORMATION SHOWN HEREON IS FOR PLANNING PURPOSES ONLY.

ALL ANGLES ARE 90° UNLESS OTHERWISE SHOWN.

ALL DISTANCES ARE MEASURED IN FEET AND DECIMALS THEREOF.

DATE OF SURVEY

TOPOGRAPHIC INFORMATION SHOWN HERE IS BASED UPON A FIELD SURVEY PERFORMED JUNE 2021.

SURVEY REFERENCE

THIS SURVEY IS BASED ON THE LEGAL DESCRIPTION DESCRIBED IN THE FOLLOWING GRANT DEED:

APN 4275-028, RECORDED OCTOBER 31, 2006, DOCUMENT NUMBER 2006-I276786-00.

UTILITY NOTE

UNDERGROUND UTILITIES SHOWN HEREON WERE PLOTTED FROM A COMBINATION OF OBSERVED SURFACE EVIDENCE (CONDITIONS PERMITTING) AND RECORD INFORMATION OBTAINED FROM THE RESPECTIVE UTILITY COMPANIES AND ARE NOT INTENDED TO REPRESENT THEIR ACTUAL LOCATIONS. THEREFORE, ALL UTILITIES MUST BE VERIFIED WITH RESPECT TO SIZES, HORIZONTAL & VERTICAL LOCATIONS BY THE OWNER AND/OR CONTRACTOR PRIOR TO DESIGN OR CONSTRUCTION. NO RESPONSIBILITY IS ASSUMED BY TRANSAMERICAN ENGINEERS FOR THE LOCATION AND CAPACITY OF SAID UTILITIES.

PROJECT BENCHMARK - DESCRIPTION

ELEVATIONS SHOWN HEREON WERE OBTAINED FROM THE BENCHMARK LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF 25TH STREET AND BRYANT STREET, LETTER "O" IN "OPEN" TOP HPFS HYDRANT. SAID BENCHMARK IS BASED UPON CITY & COUNTY OF SAN FRANCISCO DATUM AND HAS AN ELEVATION OF 40.176.

OWNER(S)

VIRGINIA LOPEZ
1325 HOWARD AVENUE, #308
BURLINGAME, CA 94010-4212

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY,

BY: _____ DATE: 04-20-2022

BARRY A. PIERCE, L.S. 6975
MY LICENSE EXPIRES SEPTEMBER 30, 2023

TENTATIVE PARCEL MAP

BEING A TWO LOT SUBDIVISION OF THAT REAL PROPERTY
DESCRIBED IN THAT CERTAIN DEED
RECORDED ON OCTOBER 31, 2006
AS DOC-2006-I276786-00, OFFICIAL RECORDS
ALSO BEING A PORTION OF MISSION BLOCK No. 177

CITY & COUNTY OF SAN FRANCISCO
SCALE AS SHOWN

STATE OF CALIFORNIA
APRIL 2022

BARRY A. PIERCE
TRANSAMERICAN ENGINEERS & ASSOCIATES

APN: 4275-028, ADDRESS: 1365 YORK STREET

ARTMENTS 4

PID:11200

1040

11-35/1210 CA
91207

Date 4/8-7-22
VL

5 FPW $ 250.00

hundred fifty Dollars 00/100

AMERICA

Photo Safe Deposit®

-71 York st Virginia Lopez

⑈001040⑈ ⑆121000358⑆ 325138586058⑈

PID:11200

ARTMENTS 4

1042

11-35/1210 CA
91207

Date 4/8-7-22
VL

FPW $ 12 071.00

thousand seventy one 00/100 Dollars

AMERICA

Photo Safe Deposit®

-71 York st Virginia Lopez

⑈001042⑈ ⑆121000358⑆ 325138586058⑈

PID:11200

ARTMENTS 4

1041

11-35/1210 CA
91207

Date 4/8-7-22
VL

DBI $ 486.00

hundred eighty six Dollars 00/100

AMERICA

Photo Safe Deposit®

-71 York st Virginia Lopez

⑈001041⑈ ⑆121000358⑆ 325138586058⑈

Virginia Lopez
LOPEZ APARTMENTS 4
648 Precita Ave.
San Francisco CA 94110

1091

11-35/1210 CA
91207

Date 3/8/23

Pay To The Order Of CCSF - DBI $ 486.00

Four hundred eighty six and 00/100 Dollars

Photo Safe Deposit® Details on back

BANK OF AMERICA

ACH R/T 121000358

For 1365/71 York St. SF CA 94110
2LS PID 11200 B4275 L028

Virginia Lopez

⑈001091⑈ ⑆121000358⑆ 325138586058⑈

City and County of San Francisco
San Francisco Public Works - Bureau of Street Use and Mapping
49 South Van Ness Ave, Suite 300 - San Francisco, CA 94103
sfpublicworks.org - tel (628) 271-2000

Date: Aug 11, 2022

Department of Building Inspection
Plan Review Services
49 South Van Ness Avenue
5th Floor, Suite 590
San Francisco, CA 94103

Project ID:	11200		
Project Type:	2 Lot Subdivision		
Address#	**StreetName**	**Block**	**Lot**
1365 - 1371	YORK ST	4275	028
Tentative Map Referral			

To Whom It May Concern:

Pursuant to Section 1325 of the City and County of San Francisco Subdivision Code and Section 4.105 of the 1996 City Charter, a print of the above referenced Tentative Map is submitted for your review and consideration. Under the provisions of the Subdivision Map Act and the Subdivision Code, your Department must respond to the Bureau of Street-Use and Mapping within 30 days of the date of this letter. Failure to do so constitutes automatic approval from your department. Thank you for your timely review of this Tentative Map.

Sincerely,

BRS/st
Enclosures:

Tentative Map
DBI Requirements Form
Application Fee

_____
Chief Surveyor, Bureau of Street-Use and Mapping

This Tentative Map has been:

_____ Approved by DBI

_____ Conditionally Approved by DBI, Subject to the following conditions (Any requested documents should be sent in with a copy of this letter to Department of Building Inspection at the above address):

Date _____ Signed _____

Khoo, Arthur (BOS)

From: BOS Legislation, (BOS)
Sent: Tuesday, November 14, 2023 9:04 AM
To: Mapping, Subdivision (DPW); Short, Carla (DPW); Anderson, Kate (DPW); Schneider, Ian (DPW); Tse, Bernie (DPW)
Cc: BOS-Operations; BOS Legislation, (BOS)
Subject: REQUEST FOR SUBDIVISION APPLICATION - MAILING LIST - APPEAL CHECK PICKUP: Appeal of Tentative Map - 1365-1371 York Street - Appeal Hearing - December 12, 2022
Attachments: Appeal Ltr 111323.pdf; Appeal Check Pickup.doc

Importance: High

Categories: MichaelC

Hello,

We received the attached Tentative Subdivision Map Appeal for the proposed 1365-1371 York Street project, filed by Deepa Varma on November 13, 2023.

The Clerk of the Board will be scheduling the Tentative Subdivision Map Appeal for a hearing with a tentative date of December 12, 2023, and a publishing date of December 1, 2023. We are reaching out to your department for the following support documents pertaining to the appeal:

1) Copy of the entire subdivision application and any relevant documents your office may have pertaining to 1365-1371 York Street as soon as possible for completeness of our file
Disclosure: Personal information that is provided in the application to the Board of Supervisors is subject to disclosure under the California Public Records Act and the San Francisco Sunshine Ordinance. Personal information provided will not be redacted.

2) Mailing list within a 300-foot radius of the appealed property, and names and addresses of interested parties to be notified of the hearing, in an excel spreadsheet format by **Wednesday, November 22**

3) Provide project sponsor and/or applicant contact information (name, email, mailing address, etc.)

4) Filing check for the appeal is available for pickup at the Clerk's Office

Please do not hesitate to contact our office if there are any questions or concerns. Thank you in advance.

Operations: Please note, Check #255 by Deepa Varma is in the cash box for pickup. Please have PW sign the attached word doc when the check is picked up. Thank you.

Best regards,
Lisa Lew
San Francisco Board of Supervisors
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102
T 415-554-7718 | F 415-554-5163
lisa.lew@sfgov.org | www.sfbos.org

(VIRTUAL APPOINTMENTS) To schedule a "virtual" meeting with me (on Microsoft Teams), please ask and I can answer your questions in real time.

 Click here to complete a Board of Supervisors Customer Service Satisfaction form

The Legislative Research Center provides 24-hour access to Board of Supervisors legislation, and archived matters since August 1998.

Disclosures: *Personal information that is provided in communications to the Board of Supervisors is subject to disclosure under the California Public Records Act and the San Francisco Sunshine Ordinance. Personal information provided will not be redacted. Members of the public are not required to provide personal identifying information when they communicate with the Board of Supervisors and its committees. All written or oral communications that members of the public submit to the Clerk's Office regarding pending legislation or hearings will be made available to all members of the public for inspection and copying. The Clerk's Office does not redact any information from these submissions. This means that personal information—including names, phone numbers, addresses and similar information that a member of the public elects to submit to the Board and its committees—may appear on the Board of Supervisors' website or in other public documents that members of the public may inspect or copy.*

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
2023 NOV 13 PM 4:47
BY AK

November 13, 2023

Clerk of the Board of Supervisors
1 Dr. Carlton B. Goodlett Place,
Room 244 San Francisco, CA 94102

Deepa Varma
1369 York Street
San Francisco, CA 94110

RE: **Letter of appeal of a Tentative Map approval of a 2 Lot Subdivision project**
parcel 1365-1371 York Street

APN: 4275-028
PID: 11200

To Whom it May Concern:

I am appealing the tentative parcel map and 11200.

I am a tenant at 1369 York Street, where I have lived with my partner for over 14 years. My home is part of a 4 unit lot that I share with my neighbors who are San Francisco natives, also of 14 years, and several tenants in the other units, including a family with small children.

I am appealing this proposed subdivision on three bases: Lack of notice, risk of displacement of myself and other tenants, and the long standing history of our home as a single lot, which includes a shared water meter as well as our beautiful shared garden of many years, which provides needed green space. I understand there may be other bases for appeal as well. I hope to amend this appeal, if so. Given the lack of notice I had for this subdivision, I am still researching the implications of this project, and hope that the board allows me every chance to voice my concerns as a long term tenant who is impacted by this change to my home.

Lack of Notice

I did not learn about either the subdivision application or approval until a few days ago, from a homeowner neighbor who received the notice, and happened to ask me about it when she saw me on the street. She gave me the document I am attaching, which was the first time I learned of the subdivision application. To my knowledge, none of the tenants at 1365-1371 have received any of these documents from either our landlord, Virginia Lopez, or the planning department. San Francisco Subdivision code §1313 names the notice requirements to neighboring property owners, and names that property owners within 300 feet of the tentative map, suggesting that this is a change that might impact them. It also states that the public and interested parties of each application for a Tentative Map should receive notice. As an

interested party actually living on the lot in question, I and the other tenants should have received notice, or at least been told of this proposed change.

Risk of Displacement and loss of Rent Controlled Units

Given the lack of communication from the landlord, or the planning department, I am not sure what the plans of the landlord are in seeking a subdivision. However, I am aware that a lot with one dwelling unit, or two dwelling units have less protections for tenants in San Francisco than one with four dwelling units.

Two unit buildings are exempt from condo conversion limitations, and are therefore attractive investments for would-be real estate speculators, as well as high income individuals who wish to buy and evict current tenants in order to move in themselves. I have personally known many long term tenants who have been displaced by owner move-in evictions, particularly from two unit buildings. Many of these owners never even actually moved in themselves, but used the process to make more money through a condo conversion. Given these risks, I want to at least have a chance to learn what is being planned for my home.

The Subdivision Code recognizes the "impact on the City's population and housing stock" of condo conversions *§1302(c)* and names that the protections and limitations that do exist are to "prevent the displacement of existing tenants" *§1302 (c)(3)* and to "To prevent the effective loss of the City's low or moderate income housing stock." *§1302(c)(7).*

The code covering subdivisions therefore clearly recognizes that subdivision can create displacement, and that displacement and loss of moderate income housing should be prevented. I am concerned about condo conversion if the lot size is changed, and I know that could mean my neighbors and I could lose our homes,

History as a single lot

From the time my partner and I moved into our home in 2009, we have shared a garden, a breezeway, and a water meter with our neighbors in 1365, 1367, and 1371. The lot has two buildings on it, with two units each, but we have been told by our neighbors who have lived in the neighborhood all their lives, that the buildings were once connected, and were owned together even before they were purchased by our landlord in the 1980's.

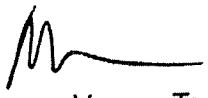
To my knowledge, through that time there has been a shared water meter, and we each pay a fixed rate for water each month. We know that if the lot is divided, an entirely new (and unnecessary) system would need to be put in place, and we could have financial impacts immediately from this.

These units were built in 1930, according to the assessor's records. The backyard has mature fruit trees that have been here for at least two decades, including a lemon tree, a fig tree, and an apricot tree that bears the most incredible apricots I have ever tasted. My

neighbors and I have tended the backyard for 14 years together. We grow vegetables, flowers, and watch hummingbirds, bees, and other pollinators also thrive in the space we play backyard games with our neighbors' nieces and nephews and friends (several of them are from San Francisco originally and have extended family in the city). We play music and make art in this space in a time where there is less and less space for culture in the city. I am worried that all of this would be lost in the division of the land, a division which would benefit no one who actually lives here and uses the space.

We love our home and our neighborhood, and hope that the planning department supports the ability for tenants to stay in homes they can afford.

Thank you for your time,



Deepa Varma, Tenant, 1369 York Street

ATTACHED:

A. Notification Letter
B. Tentative Map Decision from the Department of Public Works
C. Check for $402.00

Additional Evidence, if any will be provided as soon as it is collected.

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
2023 NOV 13 PM 4:47
BY Ak

SAN FRANCISCO PUBLIC WORKS

London N. Breed
Mayor

Carla Short
Acting Director

Nicolas Huff
Bureau of Street-Use and Mapping Manager

Office of the
City and County Surveyor

Street-Use and Mapping
49 South Van Ness Ave.,
Suite 300,
San Francisco, CA 94103
Phone: (628) 271-2000

sfpublicworks.org
facebook.com/sfpublicworks
twitter.com/sfpublicworks

Date: Nov 1, 2023
PID: 11200

THIS IS NOT A BILL.

This is a notice regarding the approval of a subdivision of real property at the following location:

Address: 1365-1371 York Street
APN: 4275-028

Public Works has approved Tentative Parcel Map and 11200, being a 2 Lot Subdivision project on stated parcel.

This notification letter is to inform you of your right to appeal this Tentative Map approval. If you would like to file an appeal of this approval, you must do so in writing with the Clerk of the Board of Supervisors within ten (10) days of the date of this letter along with a check in the amount of $402.00, payable to SF Public Works.

The Clerk of the Board is located at:

City Hall of San Francisco
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102
(415) 554-5184
http://sfbos.org/

Additional information for filing an appeal may be found at the Board of Supervisor's website, under the "Tentative Subdivision Map" link:
http://sfbos.org/appeal-information

For specific information about property history, zoning, planning applications, building permits, and more, please visit the Department of City Planning's website:
http://propertymap.sfplanning.org/

If you have any further questions on this matter, our email address is:
Subdivision.Mapping@sfdpw.org.

Sincerely,

KATHARINE S. ANDERSON, PLS 8499
CITY AND COUNTY SURVEYOR
CITY AND COUNTY OF SAN FRANCISCO

BY: Jacob F. Rems
JACOB F. REMS, PLS 4636
CHIEF SURVEYOR

City and County of San Francisco
San Francisco Public Works - Bureau of Street Use and Mapping
49 South Van Ness Ave, Suite 300 - San Francisco, CA 94103
sfpublicworks.org - tel (628) 271-2000

Date: Aug 11, 2022

TENTATIVE MAP DECISION

Department of City Planning
49 South Van Ness Avenue
14th Floor, Suite 1400
San Francisco, CA 94103

Project ID:	11200		
Project Type:	2 Lot Subdivision		
Address#	**StreetName**	**Block**	**Lot**
1365 - 1371	YORK ST	4275	028
Tentative Map Referral			

Attention: Mr. Corey Teague.

Please review* and respond to this referral within 30 days in accordance with the Subdivision Map Act.

(**In the course of review by City agencies, any discovered items of concern should be brought to the attention of Public Works for consideration.*)

Sincerely,

William Blackwell Jr Digitally signed by William Blackwell Jr Date: 2022.08.11 12:49:28 -07'00'

William Blackwell, PLS Acting City and County Surveyor

[✔] The subject Tentative Map has been reviewed by the Planning Department and does comply with applicable provisions of the Planning Code. On balance, the Tentative Map is consistent with the General Plan and the Priority Policies of Planning Code Section 101.1 based on the attached findings. The subject referral is exempt from California Environmental Quality Act (CEQA) environmental review as categorically exempt Class 15, CEQA Determination Date 27.Oct.23, based on the attached checklist.

[ ] The subject Tentative Map has been reviewed by the Planning Department and does comply with applicable provisions of the Planning Code subject to the attached conditions.

[ ] The subject Tentative Map has been reviewed by the Planning Department and does not comply with applicable provisions of the Planning Code due to the following reason(s):

PLANNING DEPARTMENT

Signed Claire Feeney Digitally signed by Claire Feeney Date: 2023.10.27 11:53:00 -07'00' Date 27.Oct.23

Planner's Name Claire Feeney
for, Corey Teague, Zoning Administrator

DEEPA A VARMA

255

11-7650/3210

11/13/23
Date

Pay to the Order of Department of Public Works $ 402.00

Four hundred and two and 00/100 Dollars

Photo Safe Deposit® Details on back

SF Fire Credit Union
3201 California Street
San Francisco, CA 94118-1903
(888) 499 FIRE www.sffirecu.org

For appeal PID 11200

MP

Harland Clarke

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
2023 NOV 13 PM 4:47
BY AK

BOARD of SUPERVISORS

City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. (415) 554-5184
Fax No. (415) 554-5163
TDD/TTY No. (415) 554-5227

November 14, 2023

File Nos. 231187-231190
PID: 11200
APN: 4275-028

Received from the Board of Supervisors Clerk's Office one check, one in the amount of Four Hundred Two Dollars ($402) the filing fee paid by Deepa Varma for the appeal of the Tentative Subdivision Map Appeal for the proposed 1365-1371 York Street project:

Planning Department By:

_____
Print Name

_____
Signature and Date

City and County of San Francisco
San Francisco Public Works - Bureau of Street Use and Mapping
49 South Van Ness Ave, Suite 300 - San Francisco, CA 94103
sfpublicworks.org - tel (628) 271-2000

Date: Aug 11, 2022

Department of Building Inspection
Plan Review Services
49 South Van Ness Avenue
5th Floor, Suite 590
San Francisco, CA 94103

Project ID:	11200		
Project Type:	2 Lot Subdivision		
Address#	**StreetName**	**Block**	**Lot**
1365 - 1371	YORK ST	4275	028
Tentative Map Referral			

To Whom It May Concern:

Pursuant to Section 1325 of the City and County of San Francisco Subdivision Code and Section 4.105 of the 1996 City Charter, a print of the above referenced Tentative Map is submitted for your review and consideration. Under the provisions of the Subdivision Map Act and the Subdivision Code, your Department must respond to the Bureau of Street-Use and Mapping within 30 days of the date of this letter. Failure to do so constitutes automatic approval from your department. Thank you for your timely review of this Tentative Map.

Sincerely,

BRS/st
Enclosures:

Tentative Map
DBI Requirements Form
Application Fee

_____
Chief Surveyor, Bureau of Street-Use and Mapping

This Tentative Map has been:

_____ Approved by DBI

_____ Conditionally Approved by DBI, Subject to the following conditions (Any requested documents should be sent in with a copy of this letter to Department of Building Inspection at the above address):

Date _____ Signed _____

City and County of San Francisco
San Francisco Public Works - Bureau of Street Use and Mapping
49 South Van Ness Ave, Suite 300 - San Francisco, CA 94103
sfpublicworks.org - tel (628) 271-2000

Date: Aug 11, 2022

Department of Building Inspection
Plan Review Services
49 South Van Ness Avenue
5th Floor, Suite 590
San Francisco, CA 94103

Project ID:	11200		
Project Type:	2 Lot Subdivision		
Address#	**StreetName**	**Block**	**Lot**
1365 - 1371	YORK ST	4275	028
Tentative Map Referral			

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Sincerely,

William Blackwell Jr
Digitally signed by William Blackwell Jr
Date: 2022.08.11 12:49:57 -07'00'

Chief Surveyor, Bureau of Street-Use and Mapping

BRS/st
Enclosures:

Tentative Map
DBI Requirements Form
Application Fee

This Tentative Map has been:

_____ Approved by DBI

_____ Conditionally Approved by DBI, Subject to the following conditions (Any requested documents should be sent in with a copy of this letter to Department of Building Inspection at the above address):

Date _____ Signed _____

Janey Chan
DEPARTMENT OF BUILDING INSPECTION
May 23, 2023

Naizghi, Tsegereda (DPW)

From: Mapping, Subdivision (DPW)
Sent: Thursday, August 11, 2022 3:52 PM
To: Chan, Janey (DBI)
Subject: PID 11200_APN4275 / 028 (2LS)_1365-1371 YORK ST
Attachments: 11200_DBI packet.zip; 11200_DBI Referral_20220811.pdf

To DBI,

The following project is being forwarded here for your review and comment

Re: Tentative Map No. 11200
Assessor's Block/Lot: 4275 / 028
Address : 1365-1371 YORK ST
Project Type: 2 Lot Subdivision

Please refer to the attached documentation:

- DBI Referral letter
- DBI Application Package

DBI processing fee, $486.00, Check#: 1041 will be sent via interoffice mail.

Thank you,

Tsegereda Naizghi | Subdivision and Mapping
Bureau of Street Use & Mapping | San Francisco Public Works
49 South Van Ness Avenue, 9th Floor | San Francisco, CA 94103
sfpublicworks.org · Subdivisions & Mapping

PID: 11200

1041

LOPEZ APARTMENTS 4

11-35/1210 CA
91207

Date 4/8-7-22
vl

Pay To The Order Of SFDBI $486.00

four hundred eighty six Dollars 00/100

Photo Safe Deposit®

BANK OF AMERICA

ACH R/T 121000358

For 1365-71 york st

Virginia Lopez

⑈001041⑈ ⑆121000358⑆ 325138586058⑈

Khoo, Arthur (BOS)

From: Chan, Janey (DBI)
Sent: Tuesday, May 30, 2023 2:01 PM
To: Mapping, Subdivision (DPW)
Subject: Re: PID 11200_APN 4275 / 028 (2LS)1365-1371 York Street - RETURN CHECK
Attachments: 11200_DBI Referral_20220811_DBIResponse20230523CA.pdf

Categories: Jessica Dehghani

Hi Tsegereda,

Please see attached referral response -- conditionally approved.

Regards,

JANEY CHAN PE, SE
Manager of Technical Services

Permit Services - Department of Building Inspection
City and County of San Francisco
49 S. Van Ness Ave.| 5th Floor |San Francisco | CA 94103
Phone: (628) 652-3771 | Email: Janey.Chan@sfgov.org
www.sf.gov/dbi

From: Mapping, Subdivision (DPW) <subdivision.mapping@sfdpw.org>
Sent: Friday, March 17, 2023 3:38 PM
To: Chan, Janey (DBI) <janey.chan@sfgov.org>
Subject: RE: PID 11200_APN 4275 / 028 (2LS)1365-1371 York Street - RETURN CHECK

Janey,

Re: 1365-1371 York Street

DBI check, Check No 1091, in the amount of $486 has been sent via interoffice this afternoon to DBI .

Kind regards,

Tsegereda Naizghi | Subdivision and Mapping
Bureau of Street Use & Mapping |San Francisco Public Works
49 South Van Ness Avenue, 9th Floor | San Francisco, CA 94103
sfpublicworks.org · Subdivisions & Mapping

From: Bartholomew, Irene (DBI) <irene.bartholomew@sfgov.org>
Sent: Tuesday, August 23, 2022 1:53 PM
To: Naizghi, Tsegereda (DPW) <tsegereda.naizghi@sfdpw.org>

Cc: Chan, Janey (DBI) <janey.chan@sfgov.org>; Chan, Eddie (DBI) <eddie.m.chan@sfgov.org>; Pei, Carrie (DBI) <carrie.pei@sfgov.org>; Yau, Willy (DBI) <willy.yau@sfgov.org>; Luu, Sarah (DBI) <sarah.luu@sfgov.org>
Subject: PID 11200 1365-1371 York Street - RETURN CHECK
Importance: High

Good afternoon,

RE: 2LS PID 11200
1365-1371 York Street
B4275 L028

This is to inform you that DBI is sending back via inter-department mail the Check No. 1041 due to **missing payer's address** on the check.

Please send a replacement check to CCSF-DBI to:

Department of Building Inspection
Finance Services
49 South Van Ness Avenue, Suite 500
San Francisco, CA 94103
Attention: Revenue Collection Unit

Thank you.

Thank you. Stay Safe.

Irene Bartholomew
Plan Review Services – PPC

Department of Building Inspection
49 South Van Ness Avenue, Suite 590
San Francisco, CA 94103
Email: Irene.Bartholomew@sfgov.org

To check your Permit Status, please use our online tracking system: http://dbiweb.sfgov.org/dbipts/

For the latest new about available services, please consult DBI website www.sfdbi.org

Khoo, Arthur (BOS)

From: Mapping, Subdivision (DPW)
Sent: Thursday, August 11, 2022 3:52 PM
To: Chan, Janey (DBI)
Subject: PID 11200_APN4275 / 028 (2LS)_1365-1371 YORK ST
Attachments: 11200_DBI packet.zip; 11200_DBI Referral_20220811.pdf

To DBI,

The following project is being forwarded here for your review and comment

Re: Tentative Map No. 11200
Assessor's Block/Lot: 4275 / 028
Address : 1365-1371 YORK ST
Project Type: 2 Lot Subdivision

Please refer to the attached documentation:

- DBI Referral letter
- DBI Application Package

DBI processing fee, $486.00, Check#: 1041 will be sent via interoffice mail.

Thank you,

Tsegereda Naizghi | Subdivision and Mapping
Bureau of Street Use & Mapping |San Francisco Public Works
49 South Van Ness Avenue, 9th Floor | San Francisco, CA 94103
sfpublicworks.org · Subdivisions & Mapping

City and County of San Francisco
San Francisco Public Works - Bureau of Street Use and Mapping
49 South Van Ness Ave, Suite 300 - San Francisco, CA 94103
sfpublicworks.org - tel (628) 271-2000

Date: Aug 11, 2022

Department of Building Inspection
Plan Review Services
49 South Van Ness Avenue
5th Floor, Suite 590
San Francisco, CA 94103

Project ID:	11200		
Project Type:	2 Lot Subdivision		
Address#	**StreetName**	**Block**	**Lot**
1365 - 1371	YORK ST	4275	028
Tentative Map Referral			

To Whom It May Concern:

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Sincerely,

BRS/st
Enclosures:

Tentative Map
DBI Requirements Form
Application Fee

_____
Chief Surveyor, Bureau of Street-Use and Mapping

This Tentative Map has been:

_____ Approved by DBI

_____ Conditionally Approved by DBI, Subject to the following conditions (Any requested documents should be sent in with a copy of this letter to Department of Building Inspection at the above address):

Date _____ Signed _____

City and County of San Francisco
San Francisco Public Works - Bureau of Street Use and Mapping
49 South Van Ness Ave, Suite 300 - San Francisco, CA 94103
sfpublicworks.org - tel (628) 271-2000

Date: April 27, 2022

Department of Building Inspection
Plan Review Services
49 South Van Ness Avenue
5th Floor, Suite 590
San Francisco, CA 94103

Project ID:	11200		
Project Type:	2 Lot Subdivision		
Address#	**StreetName**	**Block**	**Lot**
1365 - 1371	YORK ST	4275	028
Tentative Map Referral			

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Sincerely,

BRS/st
Enclosures:

Tentative Map
DBI Requirements Form
Application Fee

_____
Chief Surveyor, Bureau of Street-Use and Mapping

This Tentative Map has been:

_____ Approved by DBI

_____ Conditionally Approved by DBI, Subject to the following conditions (Any requested documents should be sent in with a copy of this letter to Department of Building Inspection at the above address):

Date _____ Signed _____

City and County of San Francisco
San Francisco Public Works - Bureau of Street Use and Mapping
49 South Van Ness Ave, Suite 300 - San Francisco, CA 94103
sfpublicworks.org - tel (628) 271-2000

Date: April 29, 2022

Department of Building Inspection
Plan Review Services
49 South Van Ness Avenue
5th Floor, Suite 590
San Francisco, CA 94103

Project ID:	11200		
Project Type:	2 Lot Subdivision		
Address#	**StreetName**	**Block**	**Lot**
1365 - 1371	YORK ST	4275	028
Tentative Map Referral			

To Whom It May Concern:

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Sincerely,

BRS/st
Enclosures:

Tentative Map
DBI Requirements Form
Application Fee

_____
Chief Surveyor, Bureau of Street-Use and Mapping

This Tentative Map has been:

_____ Approved by DBI

_____ Conditionally Approved by DBI, Subject to the following conditions (Any requested documents should be sent in with a copy of this letter to Department of Building Inspection at the above address):

Date _____ Signed _____

City and County of San Francisco
San Francisco Public Works - Bureau of Street Use and Mapping
49 South Van Ness Ave, Suite 300 - San Francisco, CA 94103
sfpublicworks.org - tel (628) 271-2000

Date: June 10, 2022

Department of Building Inspection
Plan Review Services
49 South Van Ness Avenue
5th Floor, Suite 590
San Francisco, CA 94103

Project ID:	11200		
Project Type:	2 Lot Subdivision		
Address#	**StreetName**	**Block**	**Lot**
1365 - 1371	YORK ST	4275	028
Tentative Map Referral			

To Whom It May Concern:

Pursuant to Section 1325 of the City and County of San Francisco Subdivision Code and Section 4.105 of the 1996 City Charter, a print of the above referenced Tentative Map is submitted for your review and consideration. Under the provisions of the Subdivision Map Act and the Subdivision Code, your Department must respond to the Bureau of Street-Use and Mapping within 30 days of the date of this letter. Failure to do so constitutes automatic approval from your department. Thank you for your timely review of this Tentative Map.

Sincerely,

BRS/st
Enclosures:

Tentative Map
DBI Requirements Form
Application Fee

_____
Chief Surveyor, Bureau of Street-Use and Mapping

This Tentative Map has been:

_____ Approved by DBI

_____ Conditionally Approved by DBI, Subject to the following conditions (Any requested documents should be sent in with a copy of this letter to Department of Building Inspection at the above address):

Date _____ Signed _____

City and County of San Francisco
San Francisco Public Works - Bureau of Street Use and Mapping
49 South Van Ness Ave, Suite 300 - San Francisco, CA 94103
sfpublicworks.org - tel (628) 271-2000

Attention: Mr. Corey Teague.

Please review* and respond to this referral within 30 days in accordance with the Subdivision Map Act.

(**In the course of review by City agencies, any discovered items of concern should be brought to the attention of Public Works for consideration.*)

Sincerely,

_____
William Blackwell, PLS Acting City and
County Surveyor

☐ The subject Tentative Map has been reviewed by the Planning Department and does comply with applicable provisions of the Planning Code. On balance, the Tentative Map is consistent with the General Plan and the Priority Policies of Planning Code Section 101.1 based on the attached findings. The subject referral is exempt from California Environmental Quality Act (CEQA) environmental review as categorically exempt Class _____, CEQA Determination Date _____, based on the attached checklist.

☐ The subject Tentative Map has been reviewed by the Planning Department and does comply with applicable provisions of the Planning Code subject to the attached conditions.

☐ The subject Tentative Map has been reviewed by the Planning Department and does not comply with applicable provisions of the Planning Code due to the following reason(s):

PLANNING DEPARTMENT

Signed _____ Date _____

Planner's Name _____
for, Corey Teague, Zoning Administrator

City and County of San Francisco
San Francisco Public Works - Bureau of Street Use and Mapping
49 South Van Ness Ave, Suite 300 - San Francisco, CA 94103
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PLANNING DEPARTMENT

Signed_____ Date _____

Planner's Name _____
for, Corey Teague, Zoning Administrator

Khoo, Arthur (BOS)

From: Feeney, Claire (CPC)
Sent: Tuesday, October 17, 2023 4:13 PM
To: lfrancisco@transamericanengineers.com; Mapping, Subdivision (DPW)
Cc: 'Barry Pierce, PLS'; 'Virginia Lopez'; 'Abraham Zavala'
Subject: RE: PID 11200 1365-1371 York Street
Attachments: 1365 York PCL1.pdf; 1365 York Intent to Cancel Notice.pdf; Plans - 1365 York Street.pdf; York Variance Email.pdf

Categories: Tsege

Hi Lito,
Happy to provide some clarification and I'm glad to hear that this project isn't dead! A project and variance application (2019-015007PRJ) have been on file with the Planning Department since 2019 and a plan check letter was sent in 2021. Please see attached PDFs of the plans and plan check letter. All documents are available at SF PIM | Property Information Map | SF Planning (sfplanninggis.org). I'm also attaching the cancellation notice and an email thread I had with Abraham in 2022 explaining the variance requirements (highlighted content on pages 3 and 4).

The only contacts Planning has a record of are Abraham and Virginia. Today is the first day I was made aware that Transamerica Engineers are working on this project. I have been trying to get in touch with Abraham for over 16 months and have heard nothing. This vastly exceeds Planning's minimum cancellation deadline so I sent a notice to cancel the Planning project earlier this month.

There was no response to that notice. I called Virginia this week to ensure she was aware of the impending cancellation and she informed me that the Project is still active. Given the significant lapse in communication and unresponsiveness to previous comments, I want to have a meeting with the project team to get things back on track.

This is an approvable project with a Variance and a complete application, and I look forward to helping get this built. Per the other email thread, we'll schedule a meeting with myself and the project team to go over the outstanding Planning requirements.

Best,
Claire

Claire Feeney, AICP, Senior Planner
District 3, Current Planning Division
she/her
San Francisco Planning Department
49 South Van Ness Avenue, Suite 1400, San Francisco, CA 94103
Direct: 628.652.7313 | www.sfplanning.org
San Francisco Property Information Map

From: Lito Francisco <lfrancisco@transamericanengineers.com>
Sent: Tuesday, October 17, 2023 3:49 PM
To: Mapping, Subdivision (DPW) <subdivision.mapping@sfdpw.org>
Cc: 'Barry Pierce, PLS' <bpierce@transamericanengineers.com>; 'Virginia Lopez' <lopezvirginia333@gmail.com>; 'Abraham Zavala' <abraham@azdesignandengineering.com>; Feeney, Claire (CPC) <claire.feeney@sfgov.org>
Subject: PID 11200 1365-1371 York Street

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Good afternoon:

Please give us an update on the project. We received an email stating that Planning recently sent a cancellation notice for the project. When we checked on the status at the Subdivision Project System it says Conditional Approval by DBI on 5/30/23 and Project pending continued process and review. Also per the email, there is to be a variance requirement on the project which is the first time we've heard of it. I thought all these time we are just waiting for the Tentative Parcel Map approval.

Best regards:

Lito Francisco
Transamerican Engineers
1390 Market St., #201
San Francisco, CA 94102
Tel. No. (415) 553-4092
lfrancisco@transamericanengineers.com
TAE – Yelp
TAE - Facebook

San Francisco Planning

49 South Van Ness Avenue, Suite 1400
San Francisco, CA 94103
628.652.7600
www.sfplanning.org

PLAN CHECK LETTER #1

April 15, 2021

Abraham Zanola
255 Reichling Ave
Paupua, CA 94044

Project Address:	**1365 York Street**
Assessor's Block/Lot:	**4275/028**
Zoning District:	**RH-2/40-X**
Building Permit Number:	**201905291892**
Planning Record Number:	**2019-015007PRJ**
Project Manager	Claire Feeney, Planner II, Claire.feeney@sfgov.org, 628-652-7313

The Project Application for the above address has been reviewed by the Planning Department. This Plan Check Letter indicates (1) any information required to proceed with environmental analysis, (2) any missing information or modifications that must be provided to demonstrate compliance with the Planning Code and proceed with environmental analysis, and (3) any other modifications the Department is seeking in order to support the project. Please review this Plan Check Letter carefully, and follow the instructions provided in order to advance the review process.

Project Review History

On August 6, 2019, a project application was submitted to the Planning Department.
On December 11, 2020, the Planning Department deemed the Project Application accepted, and Environmental and Current Planners were assigned.
On April 8, 2021, a staff architect from the Urban Design and Advisory Team (UDAT) reviewed the project.
On April 13, 2021, the Zoning Administrator reviewed the project.

Project Review Comments

1. The proposed project will not need a Variance if certain revisions are made. If the pop-out portion of the rear addition is setback 5-feet from the north property line, the project would be a code compliant two-story pop-out.

2. Plan set revisions are needed:
    a. Show the outline of adjacent buildings on all floor plans, roof plans, and site plans.
    b. Show the massing and windows, doors, and decks of adjacent properties on the side elevation diagrams (sheets A-2.1 and A-2.3).

3. Provide photos of the existing lightwell along the north property line.

4. Please make the following revisions per Design Review comments:
    a. Revise the north façade to mirror the existing lightwell of the adjacent building.
    b. Revise the north façade to maintain the existing setback at the rear of the building. The last approximately 8-feet of the building is tucked in approximately 3 to 4-feet.
    c. Revise the southern façade to maintain the existing building line. The 2-foot extension encroaches into the central path and is to close to the other building and existing dwelling units on site.

5. Per discussion with the Zoning Administrator, please explore more options for building a code-compliant project. Further evidence that a code-complying project cannot be reasonably achieved is needed to support the Variance. Some options to consider are:
    a. The aforementioned 5-foot side setback.
    b. Offsetting the floors to become a compliant one-story pop-out. There could be a few steps down to Bedroom 3 (shown on sheet A-1.1) so that it is level with the first floor. Concurrently a few steps to get from Bedroom 3 (shown on sheet A-1.2) down to the roof deck would maintain open space access.

Required Action

1. Please include a written response to this letter that discusses how you have addressed the items outlined above and in each of the attachments. Please note that the Department may request further revisions to the project as part of the environmental review process (e.g., to avoid a significant impact), or to ensure conformity with the Planning Code, design guidelines and other local ordinances and policies.

2. Within ninety (90) days from the date of this letter, please submit the requested information, or contact the project manager listed above if more time is needed to prepare the requested information. If the Department has not received the requested information or a request for additional time within 90 days, the application will be cancelled.

The Permit Center at 49 South Van Ness Avenue, 2nd floor is closed during the coronavirus outbreak. We are working remotely to continue reviewing previously submitted and new high priority permits. Please submit revisions to previously submitted permits electronically here: https://sf.gov/submit-building-permit-requests.

Please note that plans may need to be reformatted to meet the new electronic plan review requirements. Information about electronic plan review formatting can be found here: https://sf.gov/information/how-create-pdfs-your-plans-or-addenda. To officially submit a change to the building permit plans, do not submit building permit plans directly to the Planning Department. Plan revisions will not be accepted by mail or messenger. All plans must be submitted electronically. If you are not familiar with these format requirements, please email the Permit Center team at permitcenter@sfgov.org. They will help you get your documents ready for submission.

All revisions to Planning Department entitlement cases (e.g., CUA) must be submitted to the Planning Department via email to your assigned Planner's attention. This is a separate submittal from any building plan revisions submitted to DBI through the online portal.

Please do not come to the Planning Department to discuss this letter. Our offices are closed during the coronavirus outbreak but our staff are working remotely. Please direct all general questions or meeting requests to the project manager listed above. For questions related specifically to environmental review, please contact the environmental planner listed above.

Thank you,

Claire Feeney, Planner II
Southeast Team, Current Planning Division

CC: Virginia Lopez, Property Owner

San Francisco Planning

49 South Van Ness Avenue, Suite 1400
San Francisco, CA 94103
628.652.7600
www.sfplanning.org

NOTICE OF INTENT TO CANCEL INACTIVE APPLICATIONS

October 3, 2023

Abraham Zavala
255 Reichling Ave
Paupua, CA 94044

VIA US MAIL

RE:	**Project Address:**	**1365 York Street**
	Assessor's Block/Lot:	**4275 / 028**
	Planning Record No.:	**2019-015007VAR & 2022-007843SUB**

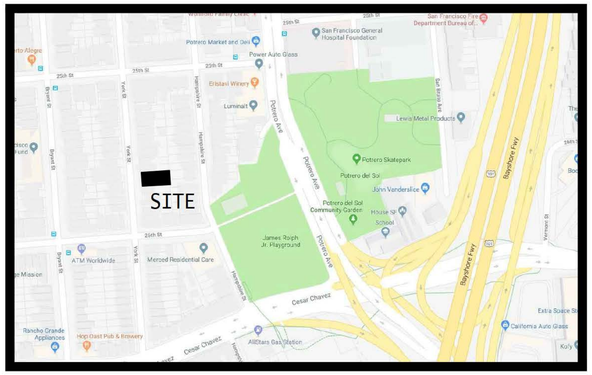
Dear Applicant:

The request for a Building Permit Application for the address above has been inactive for at least 16 months. We understand the last correspondence took place with Planning Department Staff, with the Notice of Planning Department Requirements dated April 15, 2021. To date, the requested information has not been received.

We intend to close your case due to inactivity on November 6, 2023. To avoid having your case closed, please contact staff with the requested information prior to November 6, 2023. In the instance that the Project Sponsor does not desire to move forward with the proposal, please respond to staff in writing requesting closure of the case.

Should you have questions regarding the process for this project, please contact Claire Feeney at 628-652-7313.

LOCATION MAP



VICINITY MAP



LOT/OWNER INFORMATION

1365-1371 YORK ST., SAN FRANCISCO, CA 94110	
BLOCK/LOT:	4275/028
LOT AREA:	5,000 SQ.FT
ZONE DISTRICT:	RH-2
OCCUPANCY CLASS:	R-3
TYPE OF CONSTRUCTION:	V-B
FIRE SPRINKLERS:	NO
(E) NUMBER OF BUILDINGS:	2
UNITS:	2
STORIES:	3
OWNER(S) INFORMATION:	
NAME: VIRGINIA VELAZCO	
PH: 415-520-8889	

SCOPE OF WORK

1. EXPAND EXISTING BUILDING TOWARDS THE REAR YARD AND ADD A PERMITTED 12' OBSTRUCTION.

AREAS

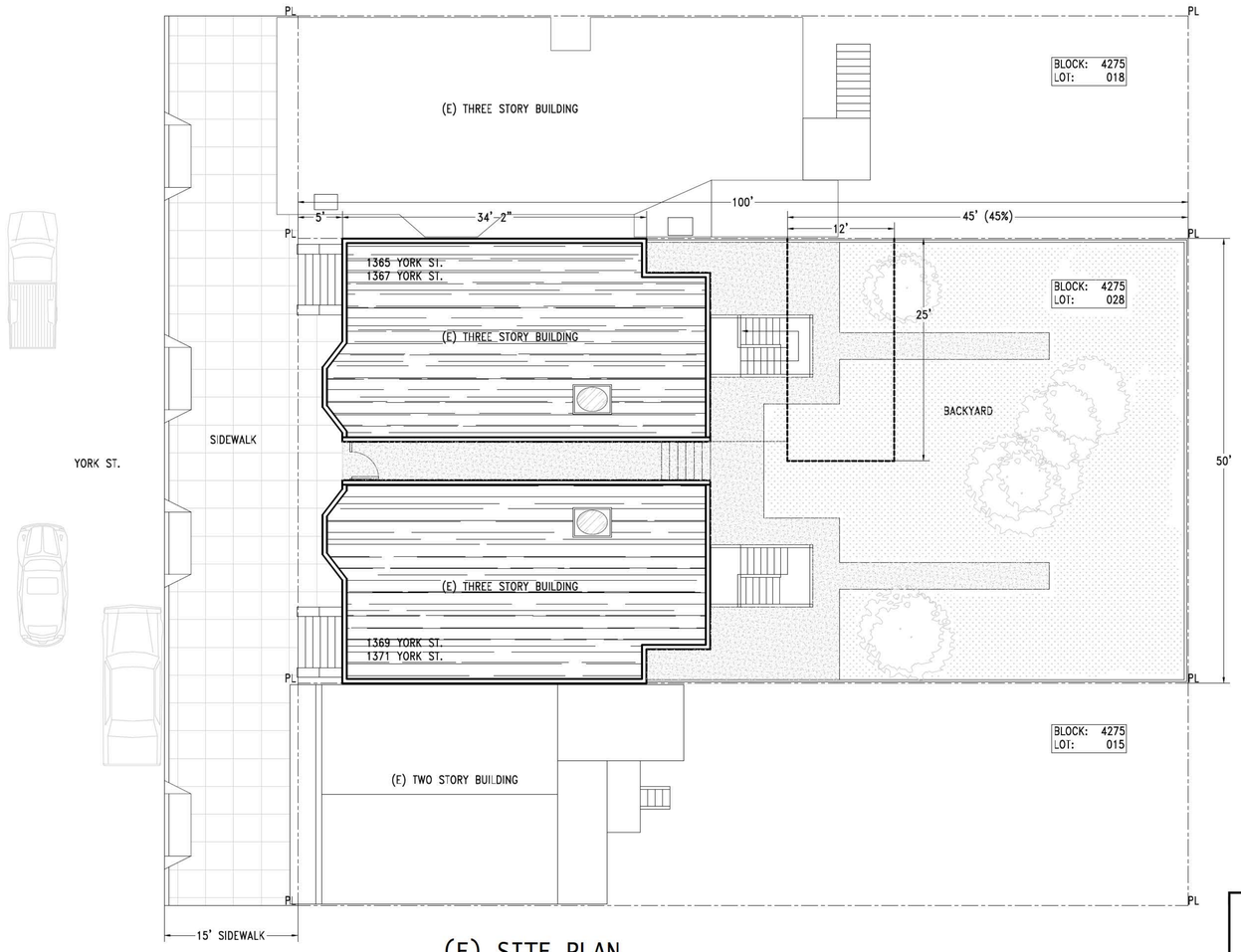
- 2ND FLOOR:	
* EXISTING AREA:	837 SQ.F
* NEW AREA:	544 SQ.F
* TOTAL 2ND FLOOR AREA:	1,381 SQ.F
- 3RD FLOOR:	
* EXISTING AREA:	933 SQ.F
* NEW AREA:	244 SQ.F
* NEW DECK AREA:	241 SQ.F
* TOTAL 3RD FLOOR AREA:	1,418 SQ.F

INDEX OF DRAWINGS

ARCHITECTURAL

A-0 SITE MAP AND PROJECT INFORMATION
A-0.1 (N) SITE PLAN
A-1 (E) AND (N) FIRST FLOOR PLANS
A-1.1 (E) AND (N) SECOND FLOOR PLANS
A-1.2 (E) AND (N) THIRD FLOOR PLANS
A-2 (E) AND (N) WEST ELEVATIONS
A-2.1 (E) AND (N) NORTH ELEVATIONS
A-2.2 (E) AND (N) EAST ELEVATIONS
A-2.3 (E) AND (N) SOUTH ELEVATIONS
A-3 (E) AND (N) SCHEMATIC CROSS SECTIONS
A-3.1 (E) AND (N) SCHEMATIC CROSS SECTIONS

1365-1367 YORK ST., SAN FRANCISCO, CALIFORNIA 94110



(E) SITE PLAN

1/8"=1'-0"

MATERIALS

- ACOUSTIC TILE OR BOARD
- BITUMINOUS CONCRETE SHOW PROFILE ONLY
- CERAMIC TILE
- CONCRETE CAST IN PLACE OR PRECAST
- CONCRETE BLOCK
- EARTH
- GLASS OMIT INDICATION IN THIN MATERIAL
- GYPSUM BOARD OMIT DOUBLE LINES AT SMALL SCALE
- GYPSUM SHEATHING
- HARDBOARD
- INSULATION, BATT
- METAL OMIT INDICATION IN THIN MATERIAL
- MORTAR
- PLASTER ON METAL LATH
- PLASTIC LAMINATE
- PLYWOOD
- RIGID INSULATION
- ROCK FILL
- SAND
- WOOD, FINISH
- WOOD, FRAMING THROUGH MEMBER
- WOOD, FRAMING INTERRUPTED MEMBER

SITE PLAN LEGEND:

- JOINT POWER POLE
- WATER METER
- FIRE HYDRANT
- GAS VALVE
- WATER VALVE
- W — WATER LINE
- GAS — GAS LINE
- SS — SANITARY SEWER LINE
- OE — OVERHEAD ELECTRIC

SYMBOLS

- X — NOTE MARK
- A1 — DOOR MARK
- A — WINDOW MARK — LETTERS
- 3 — LOUVER MARK — NUMBERS
- A — TOILET ACCESSORY
- 1 — REVISION MARK
- 1 / A — COLUMN/ GRID LINE MARK
- MATCH MARK AND LINE
- 3 / A2 — SECTION CUT MARK
- 3 / A2 — EXTERIOR ELEVATION MARK
- 4 / 3 / A2 / 1 / 2 — INTERIOR ELEVATION MARK
- 3 / A-2 — DETAIL MARK

APPLICABLE CODES

2016 CALIFORNIA BUILDING CODE (BASED ON 2015 INTERNATIONAL BUILDING CODE)
2016 CALIFORNIA ELECTRICAL CODE (BASED ON 2014 NATIONAL ELECTRICAL CODE)
2016 CALIFORNIA PLUMBING CODE (BASED ON 2015 UNIFORM PLUMBING CODE)
2016 CALIFORNIA MECHANICAL CODE (BASED ON 2015 UNIFORM MECHANICAL CODE)
2016 CALIFORNIA ENERGY CODE
2016 CALIFORNIA HISTORICAL BUILDING CODE
2016 CALIFORNIA EXISTING BUILDING CODE
2016 CALIFORNIA FIRE CODE (BASED ON THE 2015 INTERNATIONAL FIRE CODE)
2016 CALIFORNIA GREEN BUILDINGS STANDARD CODE
2016 CALIFORNIA REFERENCED STANDARDS CODE
2016 SAN FRANCISCO BUILDING CODE AND AMENDMENTS
2016 SAN FRANCISCO ELECTRICAL CODE AND AMENDMENTS
2016 SAN FRANCISCO MECHANICAL CODE AND AMENDMENTS
2016 SAN FRANCISCO PLUMBING CODE AND AMENDMENTS
2016 SAN FRANCISCO GREEN BUILDING CODE AND AMENDMENTS
2016 SAN FRANCISCO HOUSING CODE
2016 SAN FRANCISCO PLANNING CODE
2016 SAN FRANCISCO FIRE CODE

NOTES

RECIPIENT OF THESE PLANS & SPECIFICATIONS UNDERSTANDS THAT COPYRIGHT IN THESE PLANS & SPECIFICATIONS ARE OWNED BY AZ DESIGN & ENGINEERING INC.. THE PLANS & SPECIFICATIONS CONTAIN PRIVILEGED AND CONFIDENTIAL BUSINESS INFORMATION OF AZ DESIGN & ENGINEERING INC. THE RECIPIENT AGREES TO RETAIN THESE PLANS & SPECIFICATIONS IN STRICT CONFIDENCE AND AGREES NOT TO DISCLOSE THESE PLANS & SPECIFICATIONS TO ANY OTHER PARTY AND FURTHER AGREES NOT TO MAKE COPIES OF THESE PLANS & SPECIFICATIONS. THE RECIPIENT AGREES TO USE THESE PLANS & SPECIFICATIONS ONLY FOR THE LIMITED PURPOSE FOR WHICH AZ DESIGN & ENGINEERING INC. HAS MADE THESE PLANS & SPECIFICATIONS AVAILABLE, AND RECIPIENT AGREES TO RETURN ALL PLANS & SPECIFICATIONS TO AZ DESIGN & ENGINEERING INC. EITHER UPON COMPLETION OF THE INTENDED PURPOSE OR UPON THE REQUEST OF AZ DESIGN & ENGINEERING INC, WHICHEVER COMES FIRST.

THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS. CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONALS HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.

AZ DESIGN AND ENGINEERING, INC.
255 REICHLING AVENUE, PACIFICA, CALIFORNIA 94044
Ph: (650) 553-4031 / Ph: (650) 553-4044 / azdesign@azdesignandengineering.com

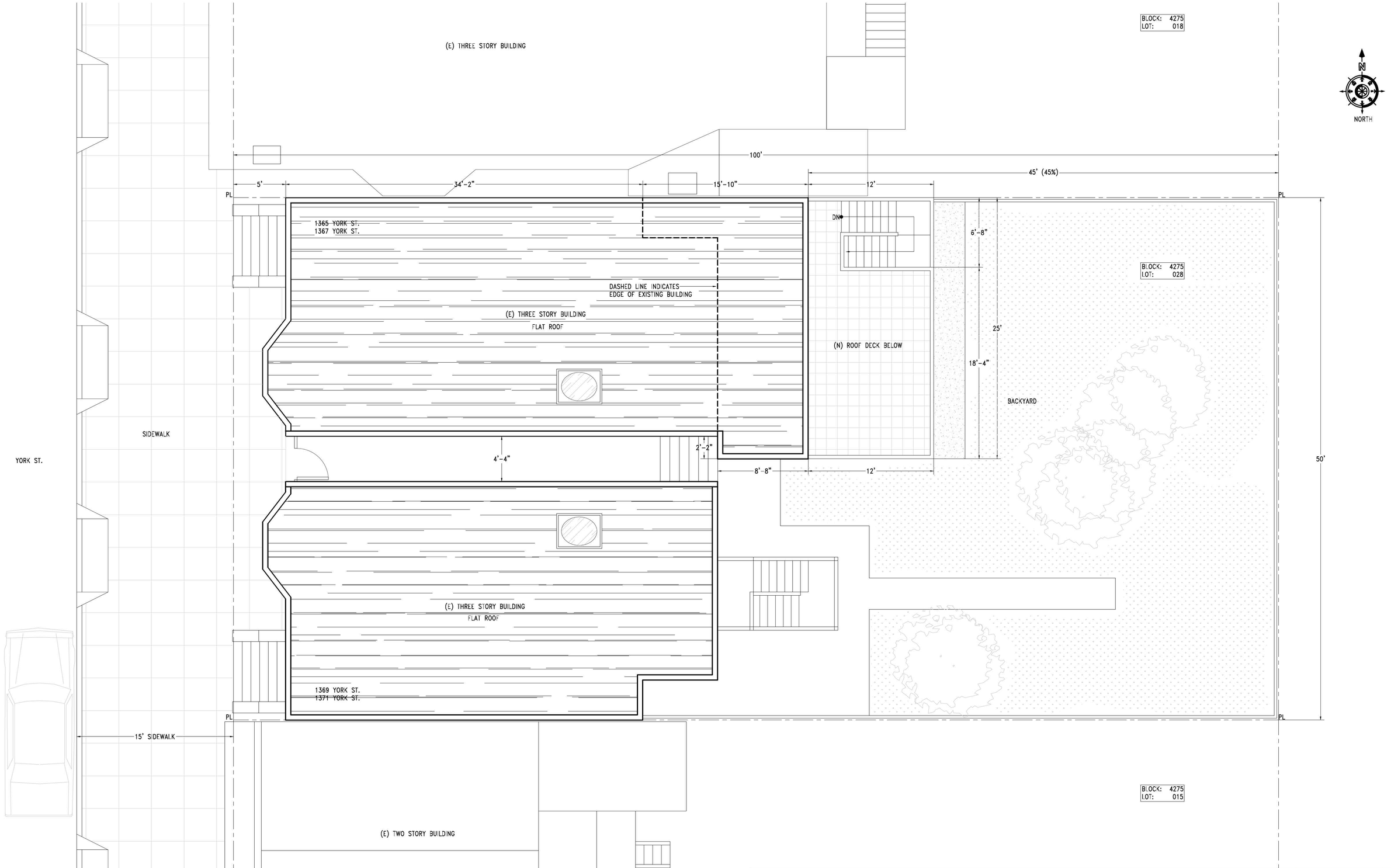
REAR YARD ADDITION + INTERIOR REMODEL
1365-1367 YORK ST., SAN FRANCISCO, CALIFORNIA 94110
OWNER: VIRGINIA VELAZCO

REGISTERED PROFESSIONAL ENGINEER
ABRAHAM ZAVALA
60620
EXP. 12/31/20
CIVIL
STATE OF CALIFORNIA

REVISION/DATE
1. FILING SET 05-28-2019

SCALE: AS SHOWN	DRAWN / REVIEWED RO AZ
DATE: JAN/2019	JOB No: AM1096

A-0



(N) SITE PLAN

1/4"=1'-0"

AZ DESIGN AND ENGINEERING, INC.
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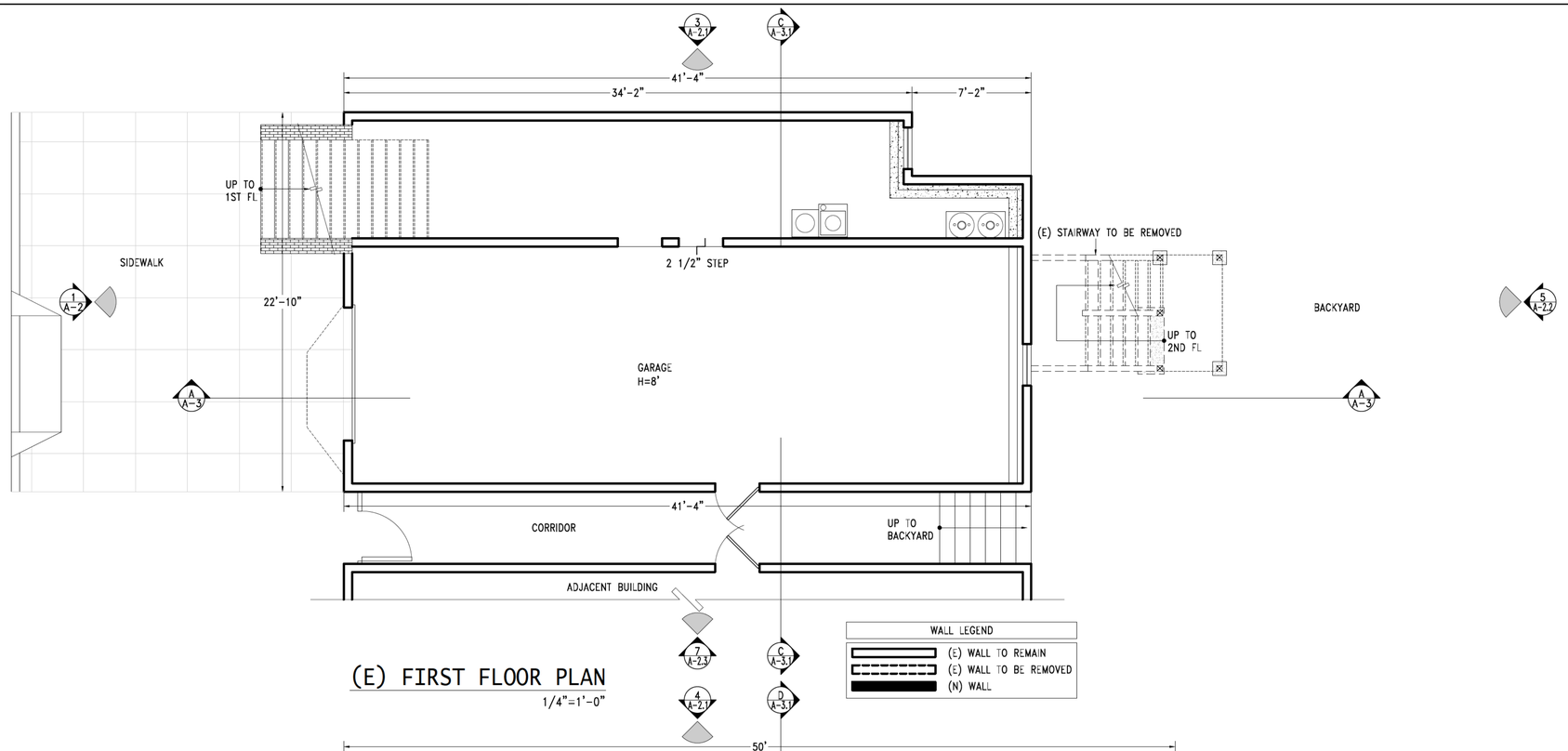
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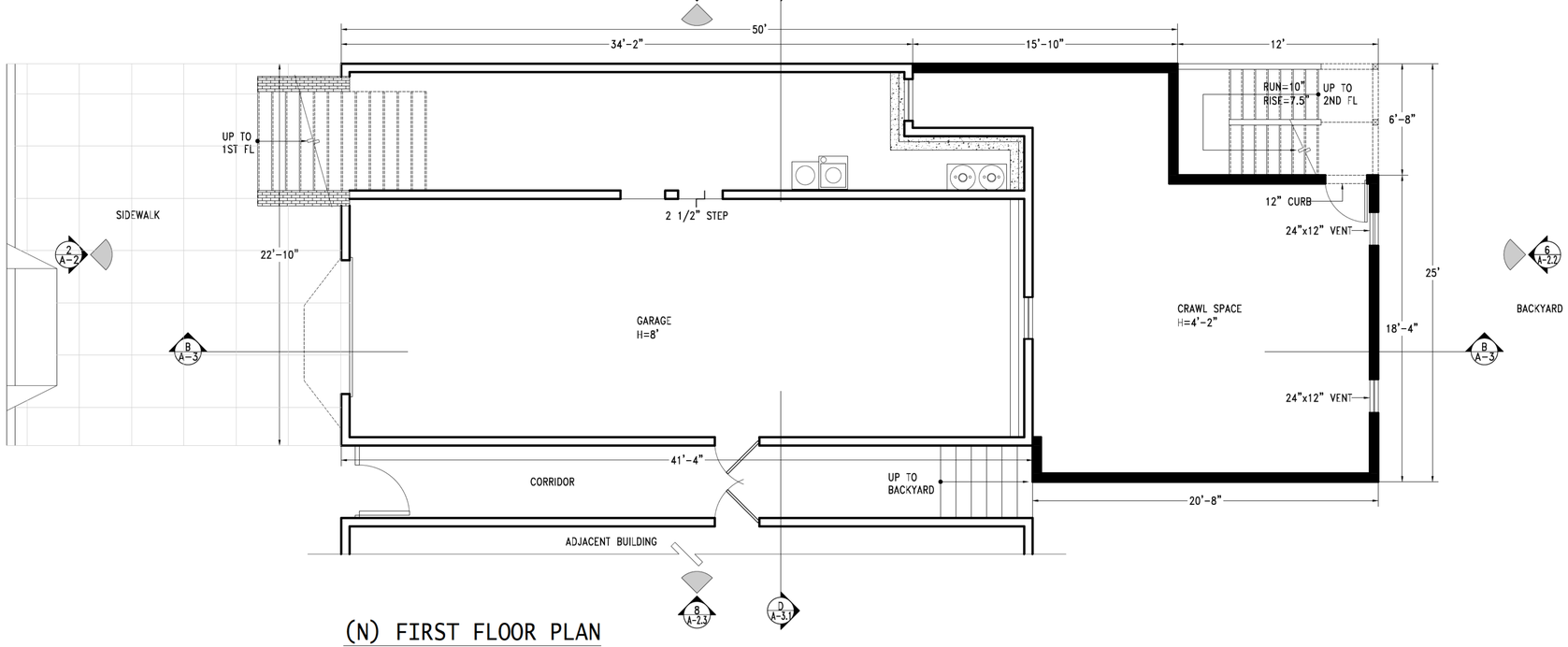
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DRAWN / REVIEWED: RD AZ
DATE: JAN/2019
JOB No: AM1096

A-0.1



(E) FIRST FLOOR PLAN

1/4"=1'-0"



(N) FIRST FLOOR PLAN

1/4"=1'-0"

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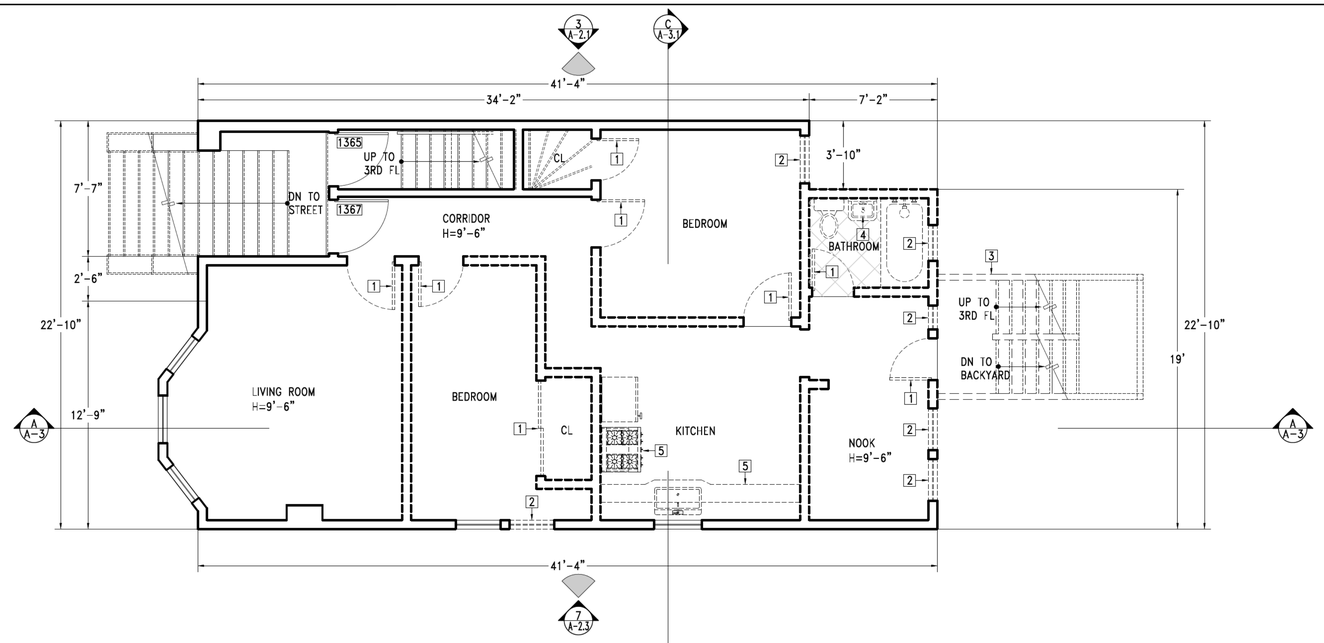
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SCALE: AS SHOWN | DRAWN / REVIEWED: RD AZ
DATE: JAN/2019 | JOB No: AM1096

A-1

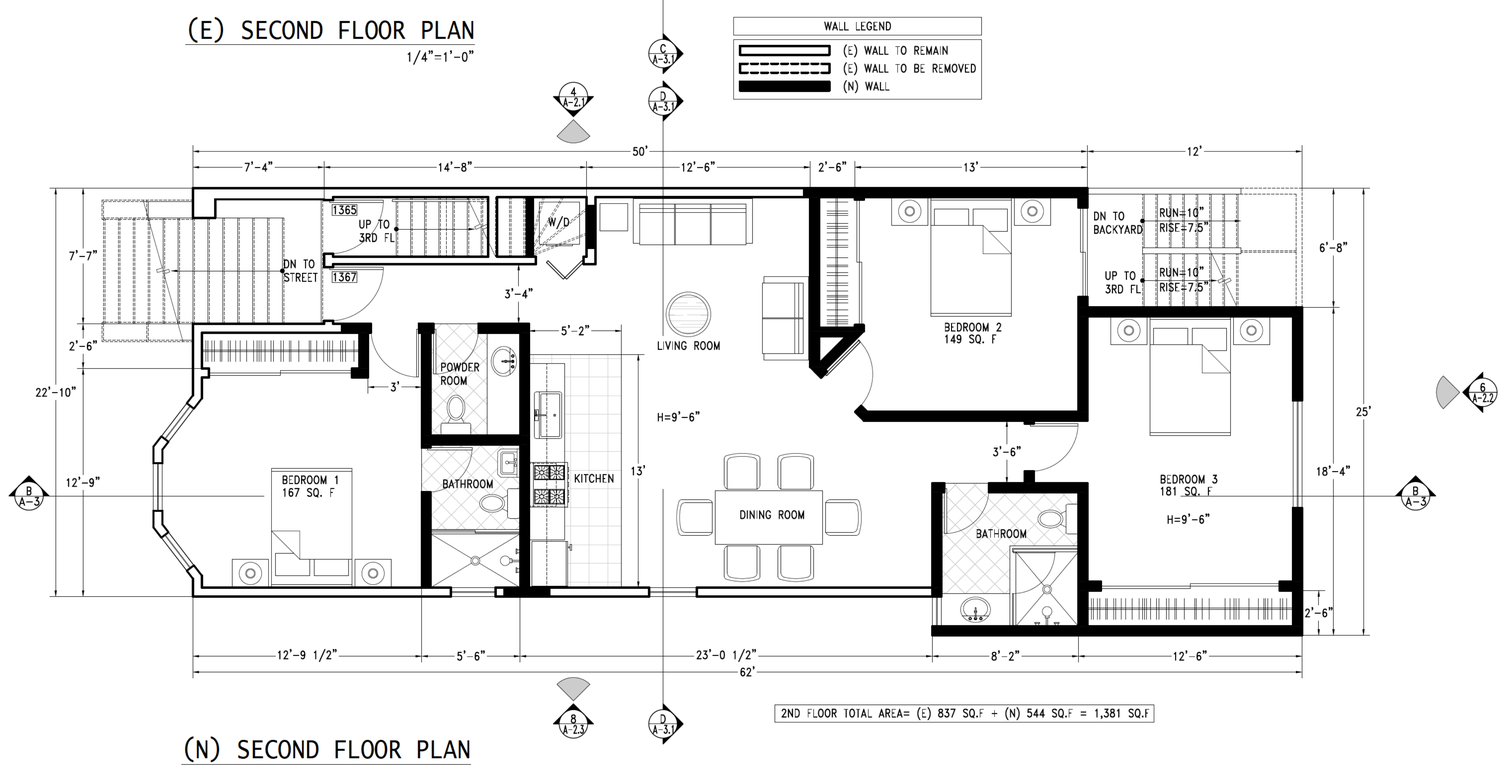


(E) SECOND FLOOR PLAN

1/4"=1'-0"

MK	DEMO PLAN KEYNOTES
1	REMOVE DOOR
2	REMOVE WINDOW
3	REMOVE EXTERIOR STAIRWAY
4	REMOVE ENTIRE BATHROOM (FIXTURES AND FLOORING)
5	REMOVE ENTIRE KITCHEN (APPLIANCES AND CABINETS)

WALL LEGEND	
	(E) WALL TO REMAIN
	(E) WALL TO BE REMOVED
	(N) WALL



2ND FLOOR TOTAL AREA= (E) 837 SQ.F + (N) 544 SQ.F = 1,381 SQ.F

(N) SECOND FLOOR PLAN

1/4"=1'-0"

AZ DESIGN AND ENGINEERING, INC.
255 REICHLING AVENUE, PACIFICA, CALIFORNIA 94044
Ph: (650) 553-4031 / Ph: (650) 553-4044 / azdesign@azdesignandengineering.com

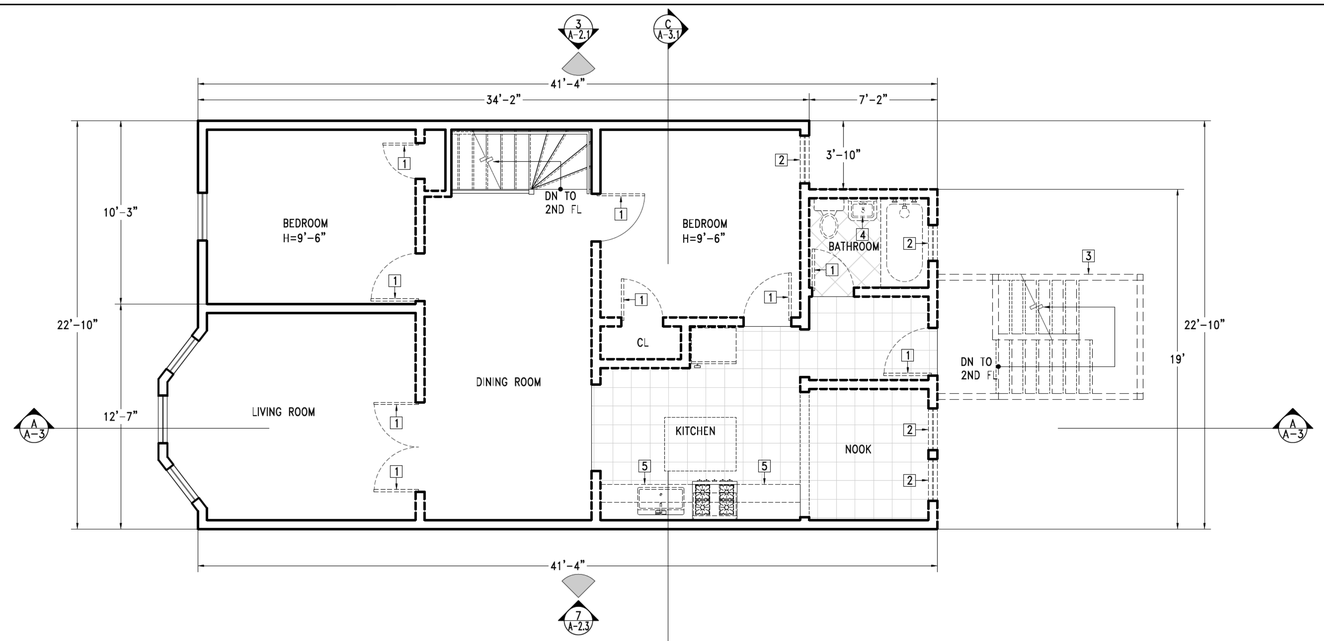
REAR YARD ADDITION + INTERIOR REMODEL
1365-1367 YORK ST., SAN FRANCISCO, CALIFORNIA 94110
OWNER: VIRGINIA VELAZCO

REGISTERED PROFESSIONAL ENGINEER
ABRAHAM ZANAZA
60620
EXP. 12/31/20
CIVIL
STATE OF CALIFORNIA

REVISION/DATE
1. FILING SET 05-28-2019

SCALE: AS SHOWN | DRAWN / REVIEWED: RO AZ
DATE: JAN/2019 | JOB No: AM1096

A-1.1

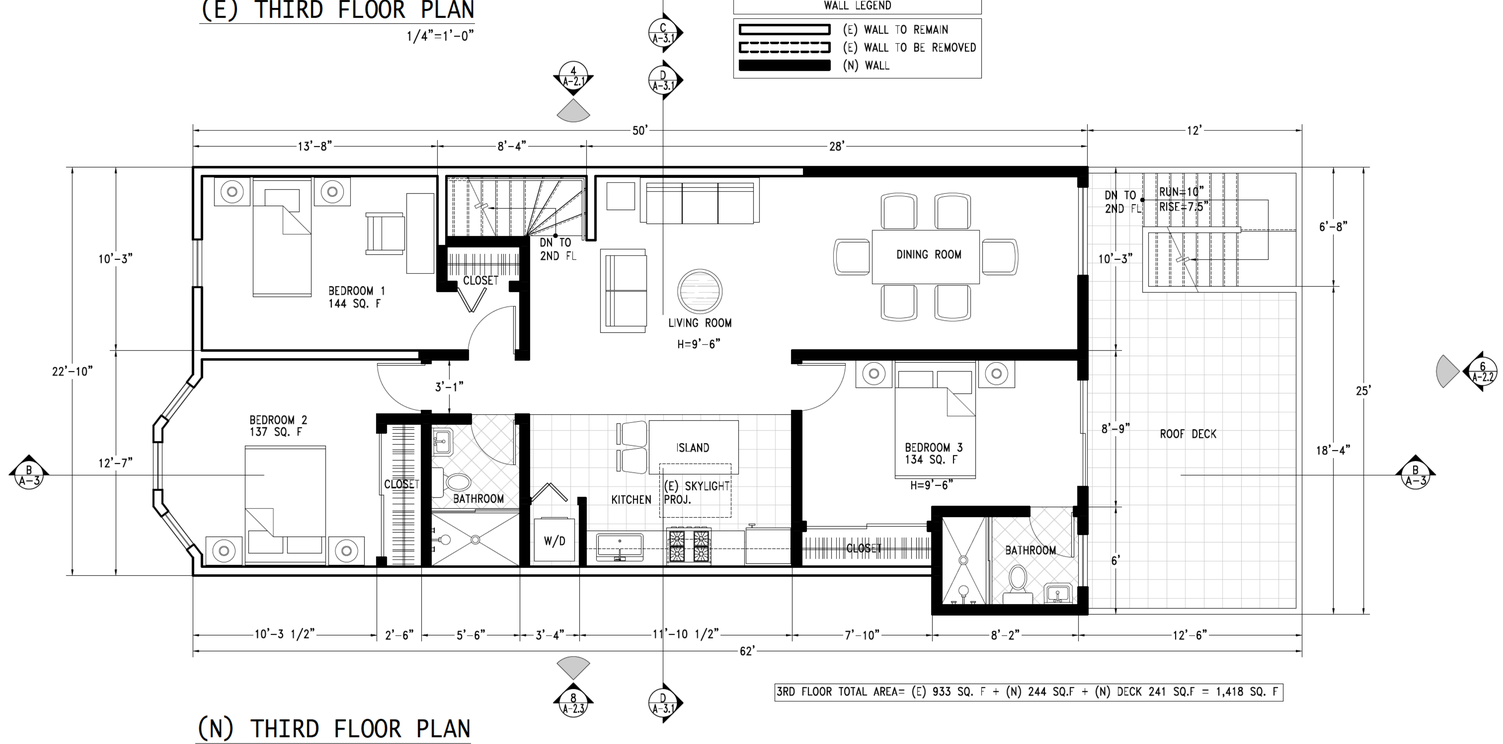


(E) THIRD FLOOR PLAN

1/4"=1'-0"

MK	DEMO PLAN KEYNOTES
1	REMOVE DOOR
2	REMOVE WINDOW
3	REMOVE EXTERIOR STAIRWAY
4	REMOVE ENTIRE BATHROOM (FIXTURES AND FLOORING)
5	REMOVE ENTIRE KITCHEN (APPLIANCES AND CABINETS)

WALL LEGEND	
	(E) WALL TO REMAIN
	(E) WALL TO BE REMOVED
	(N) WALL



3RD FLOOR TOTAL AREA= (E) 933 SQ. F + (N) 244 SQ.F + (N) DECK 241 SQ.F = 1,418 SQ. F

(N) THIRD FLOOR PLAN

1/4"=1'-0"

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ABRAHAM ZAPALA
60620
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A-1.2



1. (E) WEST (FRONT) ELEVATION

1/4"=1'-0"



2. (N) WEST (FRONT) ELEVATION

1/4"=1'-0"

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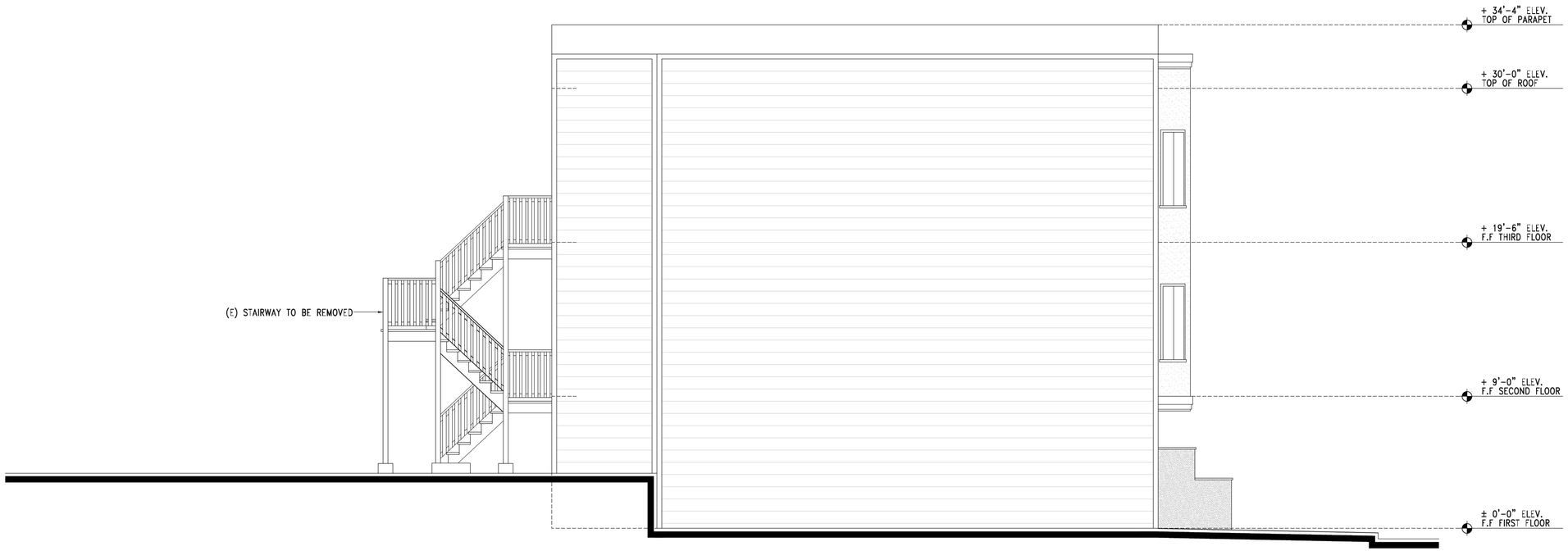
REAR YARD ADDITION + INTERIOR REMODEL
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ABRAHAM ZAVALA
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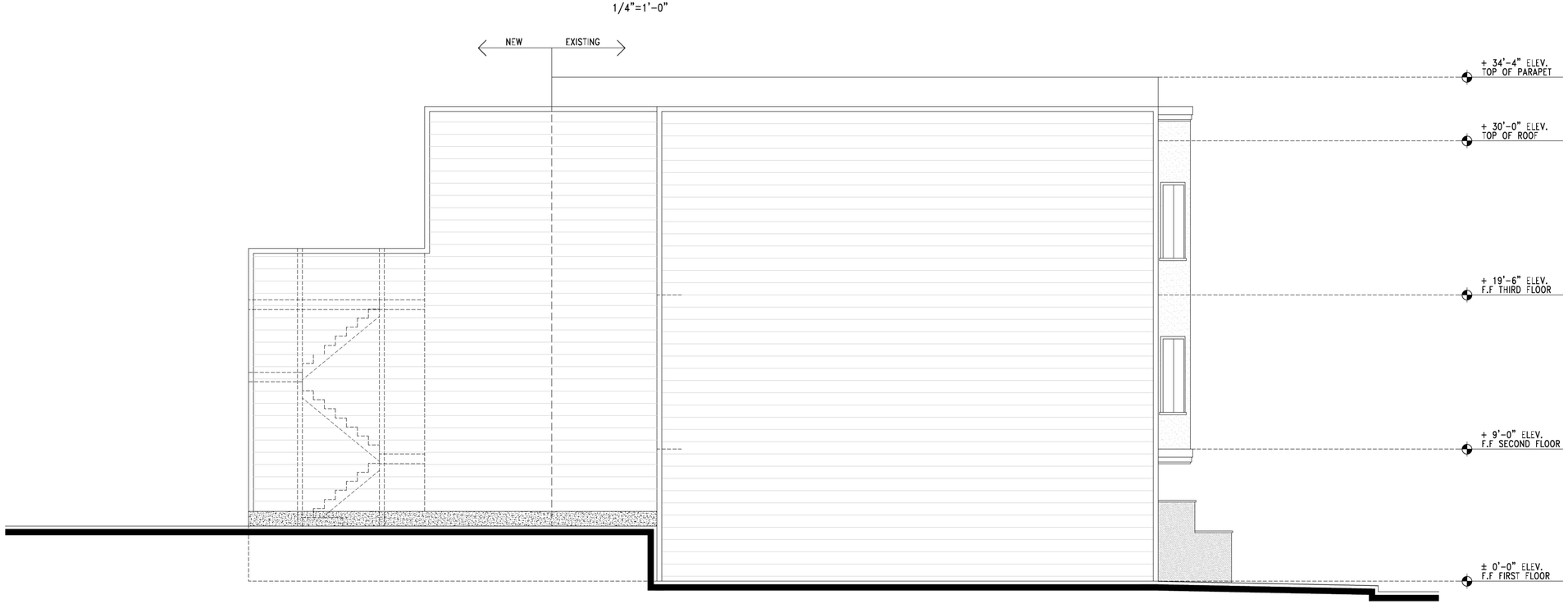
SCALE: AS SHOWN | DRAWN / REVIEWED: RD / AZ
DATE: JAN/2019 | JOB No: AM1096

A-2



3. (E) NORTH (LEFT) ELEVATION

1/4"=1'-0"



4. (N) NORTH (LEFT) ELEVATION

1/4"=1'-0"

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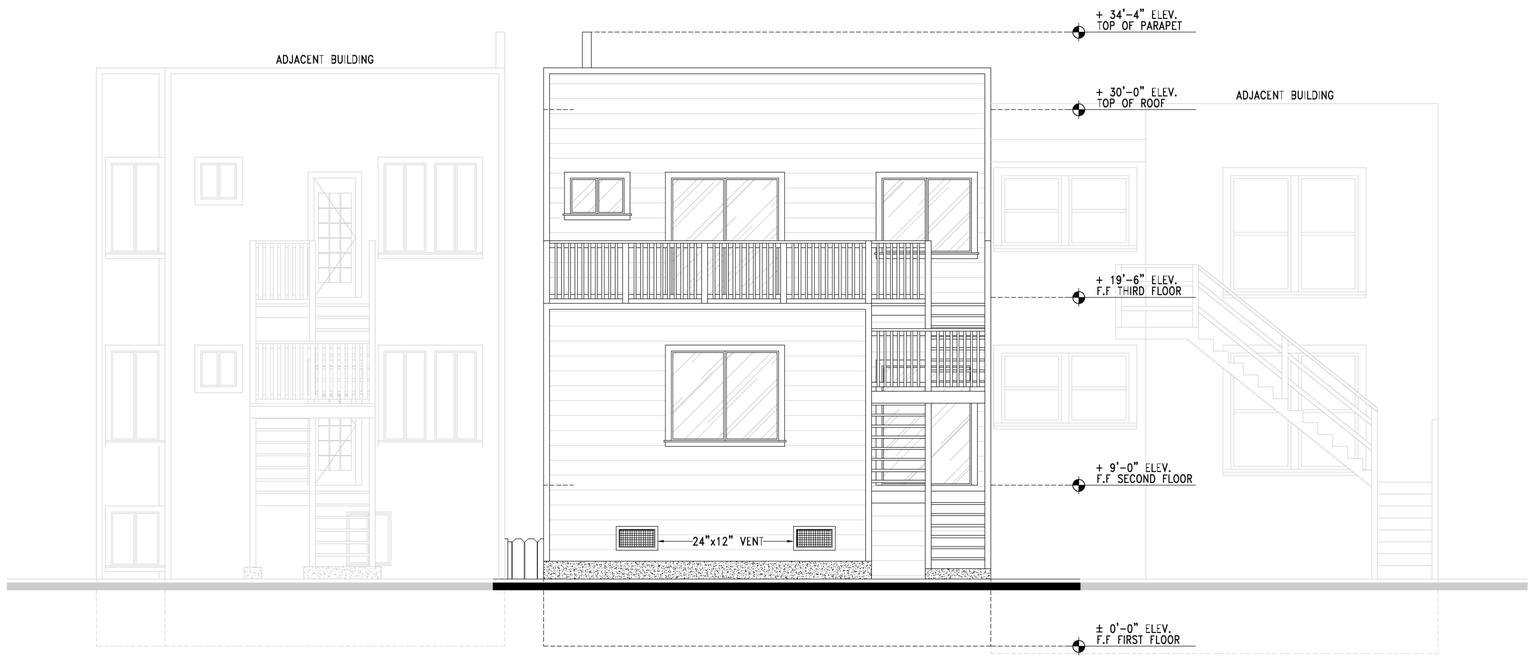
SCALE: AS SHOWN | DRAWN / REVIEWED RD AZ
DATE: JAN/2019 | JOB No: AM1096

A-2.1



5. (E) EAST (REAR) ELEVATION

1/4"=1'-0"



6. (N) EAST (REAR) ELEVATION

1/4"=1'-0"

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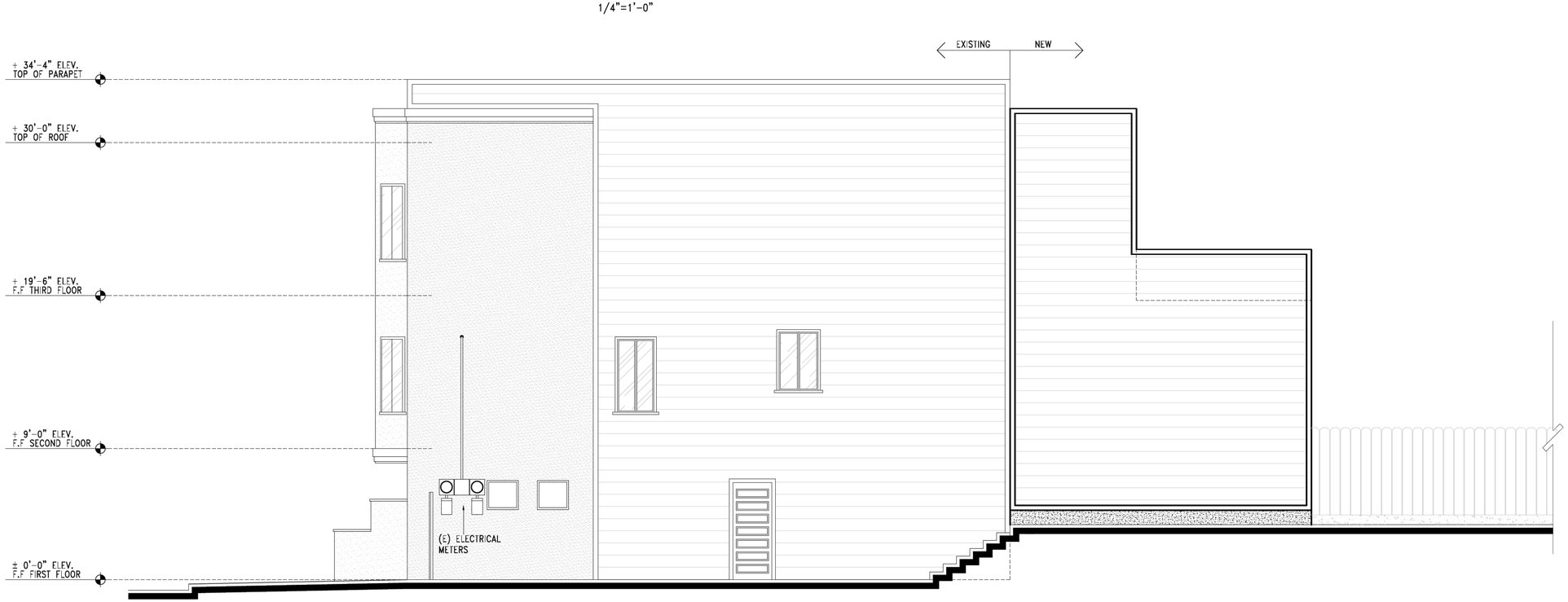
SCALE: AS SHOWN | DRAWN / REVIEWED: RD AZ
DATE: JAN/2019 | JOB No: AM1096

A-2.2



7. (E) SOUTH (RIGHT) ELEVATION

1/4"=1'-0"



8. (N) SOUTH (RIGHT) ELEVATION

1/4"=1'-0"

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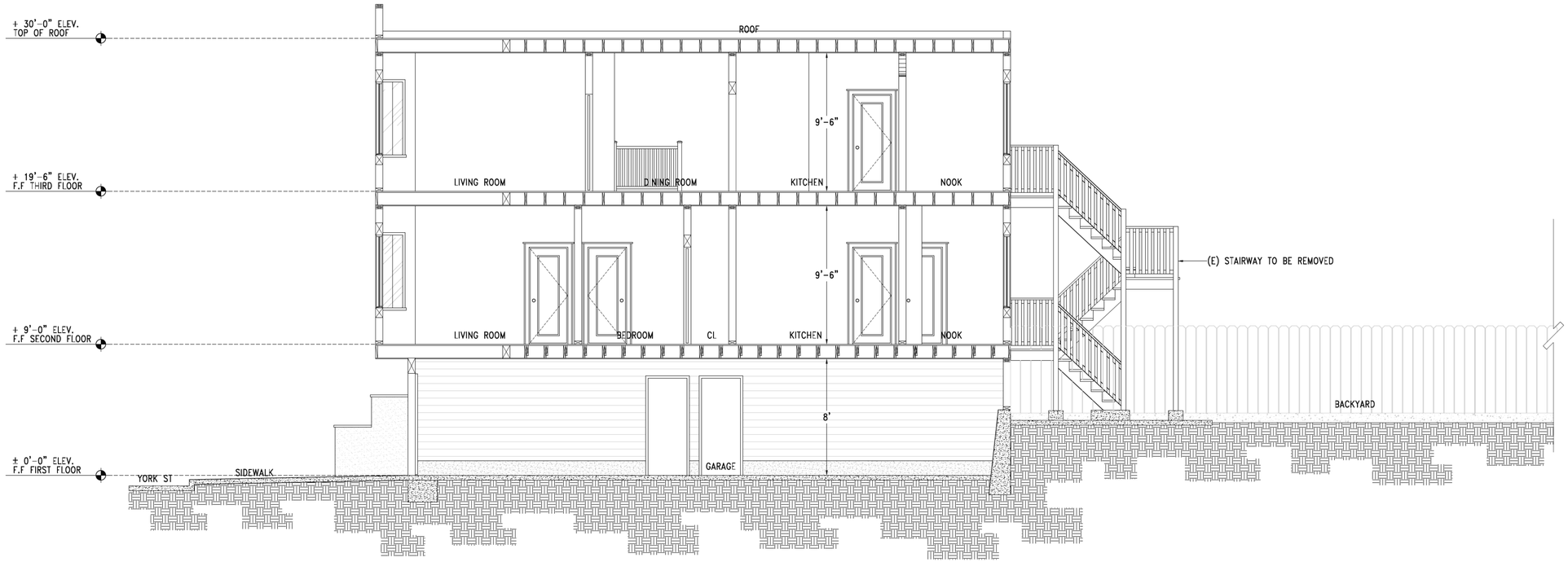
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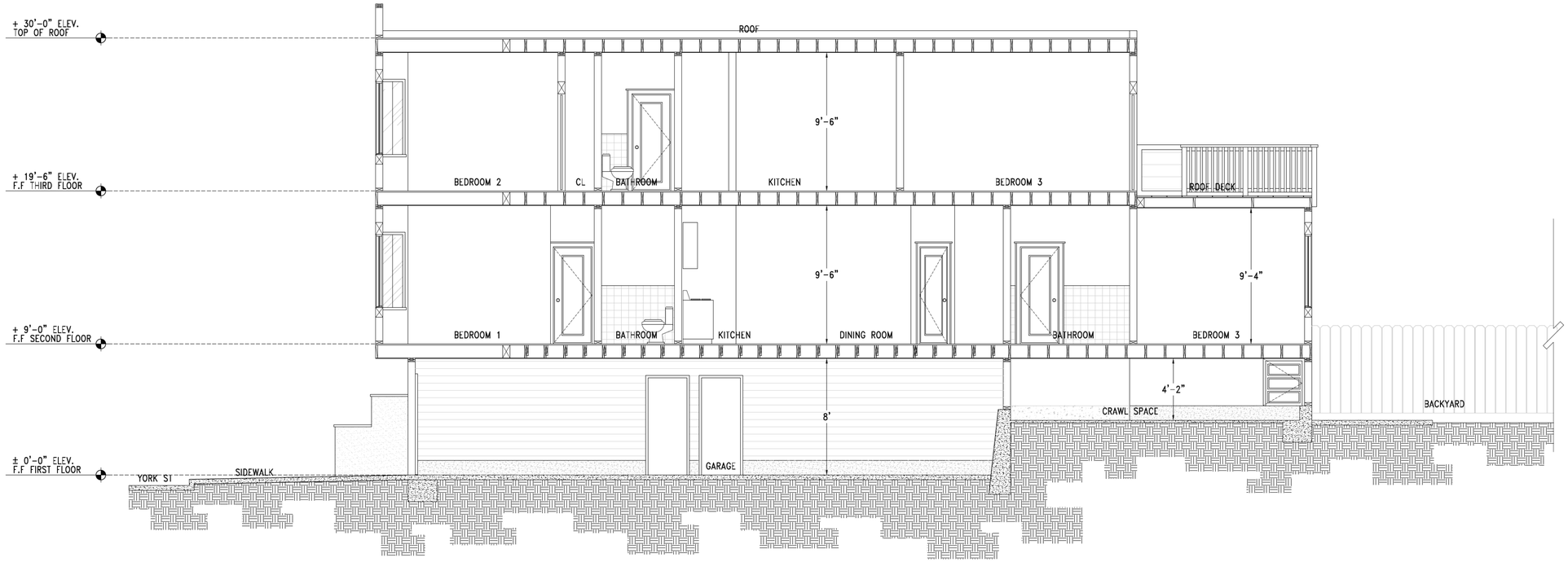
SCALE: AS SHOWN	DRAWN / REVIEWED RD AZ
DATE: JAN/2019	JOB No: AM1096

A-2.3



(E) SCHEMATIC LONGITUDINAL CROSS SECTION A-A

1/4"=1'-0"



(N) SCHEMATIC LONGITUDINAL CROSS SECTION B-B

1/4"=1'-0"

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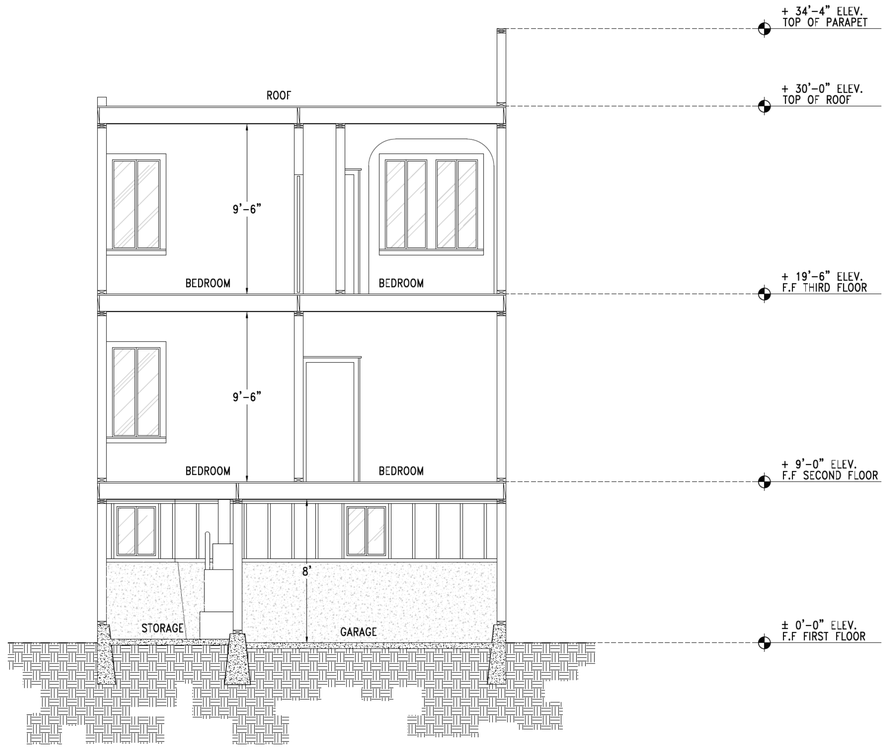
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REGISTERED PROFESSIONAL ENGINEER
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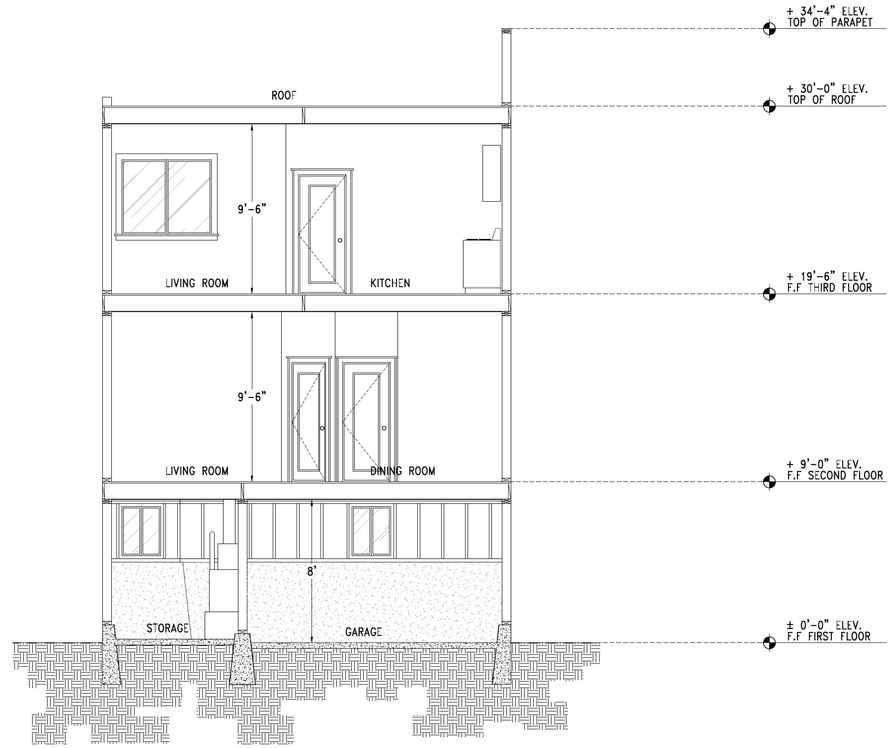
SCALE: AS SHOWN | DRAWN / REVIEWED: RD / AZ
DATE: JAN/2019 | JOB No: AM1096

A-3



(E) SCHEMATIC TRANSVERSAL CROSS SECTION C-C

1/4"=1'-0"



(N) SCHEMATIC TRANSVERSAL CROSS SECTION D-D

1/4"=1'-0"

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SCALE: AS SHOWN | DRAWN / REVIEWED: RD AZ
DATE: JAN/2019 | JOB No: AM1096

A-3.1

Feeney, Claire (CPC)

From: Abraham Zavala <abraham@azdesignandengineering.com>
Sent: Tuesday, May 31, 2022 9:06 AM
To: Feeney, Claire (CPC)
Subject: Re: Plan Check Letter for 1365 York

Claire,

Thank you for your response, I'll get back to you once the subdivision is complete.

Thank You

Abraham Zavala
AZ Design and Engineering, Inc.
255 Reichling Avenue
Pacifica, CA 94044
Phone 650-553-4031 Phone 650-553-4044

abraham@azdesignandengineering.com

On Tue, May 31, 2022 at 9:00 AM Feeney, Claire (CPC) <claire.feeney@sfgov.org> wrote:

> Hi Abraham,
> I agree that sorting out the subdivision before moving forward with the building design is a good idea. It is no problem to put the project on hold, I will update the case record. To reactivate the project you only need to email me when you are ready to work again.
>
> Best,
> Claire
>
> **Claire Feeney, AICP, Planner**
> **Southeast Team, Current Planning Division**
> San Francisco Planning Department
> 1650 Mission Street, Suite 400 San Francisco, CA 94103
> Direct: 415.575.9174 | www.sfplanning.org
> San Francisco Property Information Map
>
> Due to the Shelter in Place order, the Planning Department will be operating under reduced capacity with most of our staff working remotely. Our offices at 1650 Mission Street will be closed; the Planning Information Center (PIC) at 1660 Mission Street will be closed; the Planning and Historic Preservation Commissions will be cancelled until Thursday April 9, at the earliest; and the March 25 Zoning Variance hearing will be cancelled. Click here for more information about our services and how to contact Planning staff during the office closure.

From: Abraham Zavala <abraham@azdesignandengineering.com>
Sent: Monday, May 30, 2022 10:47 AM
To: Feeney, Claire (CPC) <claire.feeney@sfgov.org>
Subject: Re: Plan Check Letter for 1365 York

Claire,

I think that the best option for now is to put the project on hold, I want the lot subdivision to get approved and then proceed with the changes on the plans. I don't want to change things without being sure about the subdivision.
Let me know how we can restart the project once that the subdivision is approved or close to.

Thank You

Abraham Zavala
AZ Design and Engineering, Inc.
255 Reichling Avenue
Pacifica, CA 94044
Phone 650-553-4031 Phone 650-553-4044

abraham@azdesignandengineering.com

On Tue, Apr 26, 2022 at 10:28 AM Feeney, Claire (CPC) <claire.feeney@sfgov.org> wrote:

> Hi Abraham,
>
> It has been about 5 months since we last talked, are there any updates on the project? Please let me know if you are still pursuing the project, if it needs to be put on hold (meaning it is dormant but not cancelled), or if you would like to withdraw the permit.
>
> We've exceeded the 90-day limit for response to comments so if the project is still active please provide an ETA for submitting revisions. Please let me know if you have any questions.
>
> Best,
>
> Claire
>
> **Claire Feeney, AICP, Planner II**
> **Southeast Team, Current Planning Division**
>
> San Francisco Planning Department
>
> 49 South Van Ness Avenue, Suite 1400, San Francisco, CA 94103
> Direct: 628.652.7313 | www.sfplanning.org

San Francisco Property Information Map

Expanded in-person services at the Permit Center at 49 South Van Ness Avenue are available. Most other San Francisco Planning functions are being conducted remotely. Our staff are available by e-mail, and the Planning and Historic Preservation Commissions are convening remotely. The public is encouraged to participate. Find more information on our services here.

From: Feeney, Claire (CPC)
Sent: Wednesday, December 8, 2021 10:58 AM
To: Abraham Zavala <abraham@azdesignandengineering.com>
Subject: RE: Plan Check Letter for 1365 York

Hi Abraham,

Thank you again for mentioning the lot split, this does impact project review. I have consulted with the Zoning Administrator to confirm how the project could change.

If the applicant is proposing a lot split as part of the project that needs to be included in the plans. Right now the permit set would be considered inaccurate because it does not contain complete project information/scope.

The pop-out rules I explained to you in a previous email are measured relative to property lines. If there is a lot split and a new property line is created in between the two buildings, the rear addition can either be:

- one story and touch this new property line; or
- two stories and be set back 5-feet from the new property line.

If the owner does not pursue a lot split then the rear addition only needs to consider the existing side property line and design feedback from the Plan Check Letter.

If the owner goes ahead with a design that is only allowable on this double wide lot, and then years later wants to split the lot, that lot split will require a Variance. That Variance would be required because it will create a new lot with a non-compliant building. Variances are granted at the discretion of the Zoning Administrator and are not guaranteed.

I recommend you update plans to reflect the whole scope of the project, including the lot split, and revise the design to have a compliant rear pop out.

Best,

Claire

Claire Feeney, AICP, Planner II
Southeast Team, Current Planning Division

San Francisco Planning Department

49 South Van Ness Avenue, Suite 1400, San Francisco, CA 94103
Direct: 628.652.7313 | www.sfplanning.org

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From: Abraham Zavala <abraham@azdesignandengineering.com>
Sent: Tuesday, November 2, 2021 2:36 PM
To: Feeney, Claire (CPC) <claire.feeney@sfgov.org>
Subject: Re: Plan Check Letter for 1365 York

Claire,

Please see attached tentative parcel map.

Thank You

Abraham Zavala

AZ Design and Engineering, Inc.

255 Reichling Avenue

Pacifica, CA 94044

Phone 650-553-4031 Phone 650-553-4044

abraham@azdesignandengineering.com

On Tue, Nov 2, 2021 at 2:13 PM Feeney, Claire (CPC) <claire.feeney@sfgov.org> wrote:

> Thank you for the update. I did not know that a lot split was proposed, and yes different parcel lines may affect project review. Can you please send a copy of the tentative parcel map?
>
> Best,
>
> Claire
>
> **Claire Feeney, AICP, Planner II**
> **Southeast Team, Current Planning Division**
>
> San Francisco Planning Department
>
> 49 South Van Ness Avenue, Suite 1400, San Francisco, CA 94103
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> San Francisco Property Information Map
>
> Due to COVID-19, San Francisco Planning is not providing any in-person services, but we are operating remotely. Our staff are available by e-mail, and the Planning and Historic Preservation Commissions are convening remotely. The public is encouraged to participate. Find more information on our services here.
>
> ---
>
> **From:** Abraham Zavala <abraham@azdesignandengineering.com>
> **Sent:** Monday, November 1, 2021 4:50 PM
> **To:** Feeney, Claire (CPC) <claire.feeney@sfgov.org>
> **Subject:** Re: Plan Check Letter for 1365 York

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Claire,

I'm working with the owner to see how she can get what she needs out of the addition, however I do not know if planning was informed of the application being filed at DPW for a split of the lot into two parcels 25 feet wide each. The lot split will create two buildings in two different properties. I don't know if the lot split changes any of the modifications to be done to the project. Please let me know.

Thank You

Abraham Zavala

AZ Design and Engineering, Inc.

255 Reichling Avenue

Pacifica, CA 94044

Phone 650-553-4031 Phone 650-553-4044

abraham@azdesignandengineering.com

On Thu, Apr 15, 2021 at 11:42 AM Feeney, Claire (CPC) <claire.feeney@sfgov.org> wrote:

> Hello Abraham,
>
> Attached please find a copy of the Plan Check Letter #1 for the proposed work at 1365 York for project 2019-015007PRJ. Please provide the required revised materials within 90 days and let me know if you have any questions.
>
> Best,
>
> Claire

Claire Feeney, AICP, Planner II
Southeast Team, Current Planning Division

San Francisco Planning Department

49 South Van Ness Avenue, Suite 1400, San Francisco, CA 94103
Direct: 628.652.7313 | www.sfplanning.org

San Francisco Property Information Map

Due to COVID-19, San Francisco Planning is not providing any in-person services, but we are operating remotely. Our staff are available by e-mail, and the Planning and Historic Preservation Commissions are convening remotely. The public is encouraged to participate. Find more information on our services here.

Khoo, Arthur (BOS)

From: Feeney, Claire (CPC)
Sent: Friday, October 27, 2023 11:57 AM
To: Mapping, Subdivision (DPW)
Subject: 1365 York Approved Subdivision
Attachments: 11200_DCP Referral_20220811_Approved.pdf; 1365 York Subdivision Review.pdf

Categories: Jessica Dehghani

Hello,
The subdivision application for 1365 York, 2022-007843SUB , has been reviewed and approved by Planning. This subdivision was part of a Variance application with an absentee Project Sponsor which caused review to be significantly delayed. Please see attached PDFs and let me know if you need anything else.

Best,
Claire

Claire Feeney, AICP, Senior Planner
District 3, Current Planning Division

she/her

San Francisco Planning Department

49 South Van Ness Avenue, Suite 1400, San Francisco, CA 94103
Direct: 628.652.7313 | www.sfplanning.org

San Francisco Property Information Map

City and County of San Francisco
San Francisco Public Works - Bureau of Street Use and Mapping
49 South Van Ness Ave, Suite 300 - San Francisco, CA 94103
sfpublicworks.org - tel (628) 271-2000

Attention: Mr. Corey Teague.

Please review* and respond to this referral within 30 days in accordance with the Subdivision Map Act.

(**In the course of review by City agencies, any discovered items of concern should be brought to the attention of Public Works for consideration.*)

Sincerely,

_____
William Blackwell, PLS Acting City and
County Surveyor

☐ The subject Tentative Map has been reviewed by the Planning Department and does comply with applicable provisions of the Planning Code. On balance, the Tentative Map is consistent with the General Plan and the Priority Policies of Planning Code Section 101.1 based on the attached findings. The subject referral is exempt from California Environmental Quality Act (CEQA) environmental review as categorically exempt Class _____, CEQA Determination Date _____, based on the attached checklist.

☐ The subject Tentative Map has been reviewed by the Planning Department and does comply with applicable provisions of the Planning Code subject to the attached conditions.

☐ The subject Tentative Map has been reviewed by the Planning Department and does not comply with applicable provisions of the Planning Code due to the following reason(s):

PLANNING DEPARTMENT

Signed_____ Date _____

Planner's Name _____
for, Corey Teague, Zoning Administrator

San Francisco Planning

1650 MISSION STREET, #400
SAN FRANCISCO, CA 94103
WWW.SFPLANNING.ORG

CONDOMINIUM - LOT LINE ADJUSTMENT/SUBDIVISION

San Francisco Public Works Referral Checklist

Property Information

Project Address: 1365-1371 York Street

Block/Lot(s): 4275/028 | Zoning: RH-2, Calle 24 SUD

Related Applications

Public Works' ID No.: 11200 | Planning Case No.: 2022-007843SUB

PUBLIC WORKS:

☐ **LOT LINE ADJUSTMENT**

- ☐ Application for Lot Line Adjustment
- ☐ Exhibit A: Legal Description of Existing Parcels
- ☐ Exhibit B: Legal Description of New Parcels
- ☐ Drawing showing how lot line is to be adjusted
- ☐ 3R Report ofr exisiting residential properties only
- ☐ Photographs of subject property
- ☐ Prop M Findings

☑ **SUBDIVISION**

- ☑ Tentative Parcel/Final Map*
- ☑ Preliminary Title Report
- ☑ Previous Land Use
- ☑ Permit numbers for any approved building permits
- ☑ Photographs of subject property
- ☑ Prop M Findings

****Notify Public Works of non-complying maps, incomplete applications or evidence of illegal structures.**

PLANNING:

PLANNING CODE COMPLIANCE

Ensure that noncomplying situation is not intensified or created. If lot does not comply with minimum standards, a variance + EE may be required.

- ☑ Consistent with approved BPA/entitlement conditions
- ☑ Enforcement: ENF cases, windows, etc.
- ☑ Slope: if >20% requires EE clearance
- ☑ Legal Lot of Record*
- ☑ Density
- ☑ Frontage
- ☑ Width
- ☑ Area
- ☑ Floor Area Ratio
- ☑ Setbacks
- ☑ Side-yard
- ☑ Rear yard
- ☑ Loading
- ☑ Open Space
  - ☑ Verify spatial requirements for obstructions in required open spaces (§135 & 136).

CATEGORICAL EXEMPTION

- ☐ **Class 5a (LLA):** No new parcel, less than 20%slope, no land use/density change, no variances,
- ☑ **Class 15 (SUB):** Four or fewer parcels, novariance, less than 20% slope, not subject ofanother subdivision within previous 24 months
- ☐ **Class 1 (SUB):** Vertical Subdivision
- ☐ **Does not meet above:** Check with CatEx Coordinator

27.Oct.23

Date Reviewed

SAVE PDF

Khoo, Arthur (BOS)

From: Mapping, Subdivision (DPW)
Sent: Thursday, August 11, 2022 3:52 PM
To: Chan, Janey (DBI)
Subject: PID 11200_APN4275 / 028 (2LS)_1365-1371 YORK ST
Attachments: 11200_DBI packet.zip; 11200_DBI Referral_20220811.pdf

To DBI,

The following project is being forwarded here for your review and comment

Re: Tentative Map No. 11200
Assessor's Block/Lot: 4275 / 028
Address : 1365-1371 YORK ST
Project Type: 2 Lot Subdivision

Please refer to the attached documentation:

- DBI Referral letter
- DBI Application Package

DBI processing fee, $486.00, Check#: 1041 will be sent via interoffice mail.

Thank you,

Tsegereda Naizghi | Subdivision and Mapping
Bureau of Street Use & Mapping |San Francisco Public Works
49 South Van Ness Avenue, 9th Floor | San Francisco, CA 94103
sfpublicworks.org · Subdivisions & Mapping

Khoo, Arthur (BOS)

From: Feeney, Claire (CPC)
Sent: Friday, October 27, 2023 1:47 PM
To: Mapping, Subdivision (DPW); lfrancisco@transamericanengineers.com
Cc: 'Barry Pierce, PLS'; 'Virginia Lopez'; 'Abraham Zavala'
Subject: Re: PID 11200 1365-1371 York Street

Categories: Jessica Dehghani

I approved the subdivision application for 1365 York today.

-Claire

Claire Feeney, AICP, Senior Planner
District 3, Current Planning Division

she/her

San Francisco Planning Department

49 South Van Ness Avenue, Suite 1400, San Francisco, CA 94103
Direct: 628.652.7313 | www.sfplanning.org

San Francisco Property Information Map

From: Mapping, Subdivision (DPW) <subdivision.mapping@sfdpw.org>
Sent: Wednesday, October 25, 2023 9:31 AM
To: lfrancisco@transamericanengineers.com <lfrancisco@transamericanengineers.com>
Cc: 'Barry Pierce, PLS' <bpierce@transamericanengineers.com>; 'Virginia Lopez' <lopezvirginia333@gmail.com>; 'Abraham Zavala' <abraham@azdesignandengineering.com>; Feeney, Claire (CPC) <claire.feeney@sfgov.org>
Subject: RE: PID 11200 1365-1371 York Street

Hello, Lito,

We received a conditional approval from the Department of Building Inspection. Currently, we are waiting for the Department of City Planning to review and send their referral.

The planner is cc'd, and if there is anything needed from you, they will reach out.

I hope this is helpful.

Best,

Jessica Dehghani | Subdivision and Mapping
Bureau of Street Use & Mapping | San Francisco Public Works
49 South Van Ness Avenue, 9th Floor | San Francisco, CA 94103
Jessica.Dehghani@sfdpw.org

From: Lito Francisco <lfrancisco@transamericanengineers.com>
Sent: Tuesday, October 17, 2023 3:49 PM
To: Mapping, Subdivision (DPW) <subdivision.mapping@sfdpw.org>
Cc: 'Barry Pierce, PLS' <bpierce@transamericanengineers.com>; 'Virginia Lopez' <lopezvirginia333@gmail.com>; 'Abraham Zavala' <abraham@azdesignandengineering.com>; Feeney, Claire (CPC) <claire.feeney@sfgov.org>
Subject: PID 11200 1365-1371 York Street

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Good afternoon:

Please give us an update on the project. We received an email stating that Planning recently sent a cancellation notice for the project. When we checked on the status at the Subdivision Project System it says Conditional Approval by DBI on 5/30/23 and Project pending continued process and review. Also per the email, there is to be a variance requirement on the project which is the first time we've heard of it. I thought all these time we are just waiting for the Tentative Parcel Map approval.

Best regards:

Lito Francisco
Transamerican Engineers
1390 Market St., #201
San Francisco, CA 94102
Tel. No. (415) 553-4092
lfrancisco@transamericanengineers.com
TAE – Yelp
TAE - Facebook

San Francisco Planning

49 South Van Ness Avenue, Suite 1400
San Francisco, CA 94103
628.652.7600
www.sfplanning.org

NOTICE OF INTENT TO CANCEL INACTIVE APPLICATIONS

October 3, 2023

Abraham Zavala
255 Reichling Ave
Paupua, CA 94044

VIA US MAIL

RE:	**Project Address:**	**1365 York Street**
	Assessor's Block/Lot:	**4275 / 028**
	Planning Record No.:	**2019-015007VAR & 2022-007843SUB**

Dear Applicant:

The request for a Building Permit Application for the address above has been inactive for at least 16 months. We understand the last correspondence took place with Planning Department Staff, with the Notice of Planning Department Requirements dated April 15, 2021. To date, the requested information has not been received.

We intend to close your case due to inactivity on November 6, 2023. To avoid having your case closed, please contact staff with the requested information prior to November 6, 2023. In the instance that the Project Sponsor does not desire to move forward with the proposal, please respond to staff in writing requesting closure of the case.

Should you have questions regarding the process for this project, please contact Claire Feeney at 628-652-7313.

San Francisco Planning

1650 MISSION STREET, #400
SAN FRANCISCO, CA 94103
WWW.SFPLANNING.ORG

CONDOMINIUM - LOT LINE ADJUSTMENT/SUBDIVISION

San Francisco Public Works Referral Checklist

Property Information

Project Address: 1365-1371 York Street

Block/Lot(s): 4275/028	Zoning: RH-2, Calle 24 SUD

Related Applications

Public Works' ID No.: 11200	Planning Case No.: 2022-007843SUB

PUBLIC WORKS:

☐ **LOT LINE ADJUSTMENT**

- ☐ Application for Lot Line Adjustment
- ☐ Exhibit A: Legal Description of Existing Parcels
- ☐ Exhibit B: Legal Description of New Parcels
- ☐ Drawing showing how lot line is to be adjusted
- ☐ 3R Report ofr exisiting residential properties only
- ☐ Photographs of subject property
- ☐ Prop M Findings

☑ **SUBDIVISION**

- ☑ Tentative Parcel/Final Map*
- ☑ Preliminary Title Report
- ☑ Previous Land Use
- ☑ Permit numbers for any approved building permits
- ☑ Photographs of subject property
- ☑ Prop M Findings

****Notify Public Works of non-complying maps, incomplete applications or evidence of illegal structures.**

PLANNING:

PLANNING CODE COMPLIANCE

Ensure that noncomplying situation is not intensified or created. If lot does not comply with minimum standards, a variance + EE may be required.

- ☑ Consistent with approved BPA/entitlement conditions
- ☑ Enforcement: ENF cases, windows, etc.
- ☑ Slope: if >20% requires EE clearance
- ☑ Legal Lot of Record*
- ☑ Density
- ☑ Frontage
- ☑ Width
- ☑ Area
- ☑ Floor Area Ratio
- ☑ Setbacks
- ☑ Side-yard
- ☑ Rear yard
- ☑ Loading
- ☑ Open Space
  - ☑ Verify spatial requirements for obstructions in required open spaces (§135 & 136).

CATEGORICAL EXEMPTION

- ☐ **Class 5a (LLA):** No new parcel, less than 20%slope, no land use/density change, no variances,
- ☑ **Class 15 (SUB):** Four or fewer parcels, novariance, less than 20% slope, not subject ofanother subdivision within previous 24 months
- ☐ **Class 1 (SUB):** Vertical Subdivision
- ☐ **Does not meet above:** Check with CatEx Coordinator

27.Oct.23

Date Reviewed

SAVE PDF

San Francisco Planning

49 South Van Ness Avenue, Suite 1400
San Francisco, CA 94103
628.652.7600
www.sfplanning.org

PLAN CHECK LETTER #1

April 15, 2021

Abraham Zanola
255 Reichling Ave
Paupua, CA 94044

Project Address:	**1365 York Street**
Assessor's Block/Lot:	**4275/028**
Zoning District:	**RH-2/40-X**
Building Permit Number:	**201905291892**
Planning Record Number:	**2019-015007PRJ**
Project Manager	Claire Feeney, Planner II, Claire.feeney@sfgov.org, 628-652-7313

The Project Application for the above address has been reviewed by the Planning Department. This Plan Check Letter indicates (1) any information required to proceed with environmental analysis, (2) any missing information or modifications that must be provided to demonstrate compliance with the Planning Code and proceed with environmental analysis, and (3) any other modifications the Department is seeking in order to support the project. Please review this Plan Check Letter carefully, and follow the instructions provided in order to advance the review process.

Project Review History

On August 6, 2019, a project application was submitted to the Planning Department.
On December 11, 2020, the Planning Department deemed the Project Application accepted, and Environmental and Current Planners were assigned.
On April 8, 2021, a staff architect from the Urban Design and Advisory Team (UDAT) reviewed the project.
On April 13, 2021, the Zoning Administrator reviewed the project.

Project Review Comments

1. The proposed project will not need a Variance if certain revisions are made. If the pop-out portion of the rear addition is setback 5-feet from the north property line, the project would be a code compliant two-story pop-out.

2. Plan set revisions are needed:
    a. Show the outline of adjacent buildings on all floor plans, roof plans, and site plans.
    b. Show the massing and windows, doors, and decks of adjacent properties on the side elevation diagrams (sheets A-2.1 and A-2.3).

3. Provide photos of the existing lightwell along the north property line.

4. Please make the following revisions per Design Review comments:
    a. Revise the north façade to mirror the existing lightwell of the adjacent building.
    b. Revise the north façade to maintain the existing setback at the rear of the building. The last approximately 8-feet of the building is tucked in approximately 3 to 4-feet.
    c. Revise the southern façade to maintain the existing building line. The 2-foot extension encroaches into the central path and is to close to the other building and existing dwelling units on site.

5. Per discussion with the Zoning Administrator, please explore more options for building a code-compliant project. Further evidence that a code-complying project cannot be reasonably achieved is needed to support the Variance. Some options to consider are:
    a. The aforementioned 5-foot side setback.
    b. Offsetting the floors to become a compliant one-story pop-out. There could be a few steps down to Bedroom 3 (shown on sheet A-1.1) so that it is level with the first floor. Concurrently a few steps to get from Bedroom 3 (shown on sheet A-1.2) down to the roof deck would maintain open space access.

Required Action

1. Please include a written response to this letter that discusses how you have addressed the items outlined above and in each of the attachments. Please note that the Department may request further revisions to the project as part of the environmental review process (e.g., to avoid a significant impact), or to ensure conformity with the Planning Code, design guidelines and other local ordinances and policies.

2. Within ninety (90) days from the date of this letter, please submit the requested information, or contact the project manager listed above if more time is needed to prepare the requested information. If the Department has not received the requested information or a request for additional time within 90 days, the application will be cancelled.

The Permit Center at 49 South Van Ness Avenue, 2nd floor is closed during the coronavirus outbreak. We are working remotely to continue reviewing previously submitted and new high priority permits. Please submit revisions to previously submitted permits electronically here: https://sf.gov/submit-building-permit-requests.

Please note that plans may need to be reformatted to meet the new electronic plan review requirements. Information about electronic plan review formatting can be found here: https://sf.gov/information/how-create-pdfs-your-plans-or-addenda. To officially submit a change to the building permit plans, do not submit building permit plans directly to the Planning Department. Plan revisions will not be accepted by mail or messenger. All plans must be submitted electronically. If you are not familiar with these format requirements, please email the Permit Center team at permitcenter@sfgov.org. They will help you get your documents ready for submission.

All revisions to Planning Department entitlement cases (e.g., CUA) must be submitted to the Planning Department via email to your assigned Planner's attention. This is a separate submittal from any building plan revisions submitted to DBI through the online portal.

Please do not come to the Planning Department to discuss this letter. Our offices are closed during the coronavirus outbreak but our staff are working remotely. Please direct all general questions or meeting requests to the project manager listed above. For questions related specifically to environmental review, please contact the environmental planner listed above.

Thank you,

Claire Feeney, Planner II
Southeast Team, Current Planning Division

CC: Virginia Lopez, Property Owner

City and County of San Francisco
San Francisco Public Works - Bureau of Street Use and Mapping
49 South Van Ness Ave, Suite 300 - San Francisco, CA 94103
sfpublicworks.org - tel (628) 271-2000

Attention: Mr. Corey Teague.

Please review* and respond to this referral within 30 days in accordance with the Subdivision Map Act.

(**In the course of review by City agencies, any discovered items of concern should be brought to the attention of Public Works for consideration.*)

Sincerely,

_____
William Blackwell, PLS Acting City and
County Surveyor

☐ The subject Tentative Map has been reviewed by the Planning Department and does comply with applicable provisions of the Planning Code. On balance, the Tentative Map is consistent with the General Plan and the Priority Policies of Planning Code Section 101.1 based on the attached findings. The subject referral is exempt from California Environmental Quality Act (CEQA) environmental review as categorically exempt Class _____, CEQA Determination Date _____, based on the attached checklist.

☐ The subject Tentative Map has been reviewed by the Planning Department and does comply with applicable provisions of the Planning Code subject to the attached conditions.

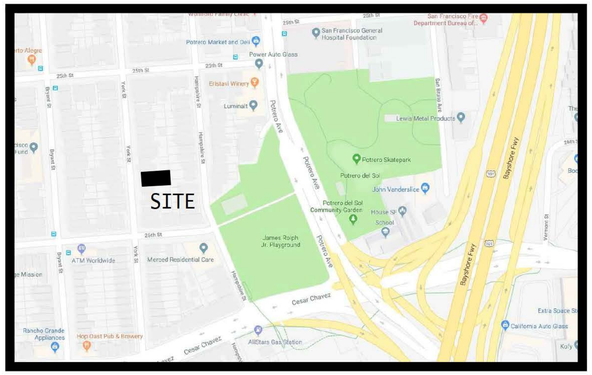
☐ The subject Tentative Map has been reviewed by the Planning Department and does not comply with applicable provisions of the Planning Code due to the following reason(s):

PLANNING DEPARTMENT

Signed_____ Date _____

Planner's Name _____
for, Corey Teague, Zoning Administrator

LOCATION MAP



VICINITY MAP



LOT/OWNER INFORMATION

1365-1371 YORK ST., SAN FRANCISCO, CA 94110	
BLOCK/LOT:	4275/028
LOT AREA:	5,000 SQ.FT
ZONE DISTRICT:	RH-2
OCCUPANCY CLASS:	R-3
TYPE OF CONSTRUCTION:	V-B
FIRE SPRINKLERS:	NO
(E) NUMBER OF BUILDINGS:	2
UNITS:	2
STORIES:	3
OWNER(S) INFORMATION:	
NAME: VIRGINIA VELAZCO	
PH: 415-520-8889	

SCOPE OF WORK

1. EXPAND EXISTING BUILDING TOWARDS THE REAR YARD AND ADD A PERMITTED 12' OBSTRUCTION.

AREAS

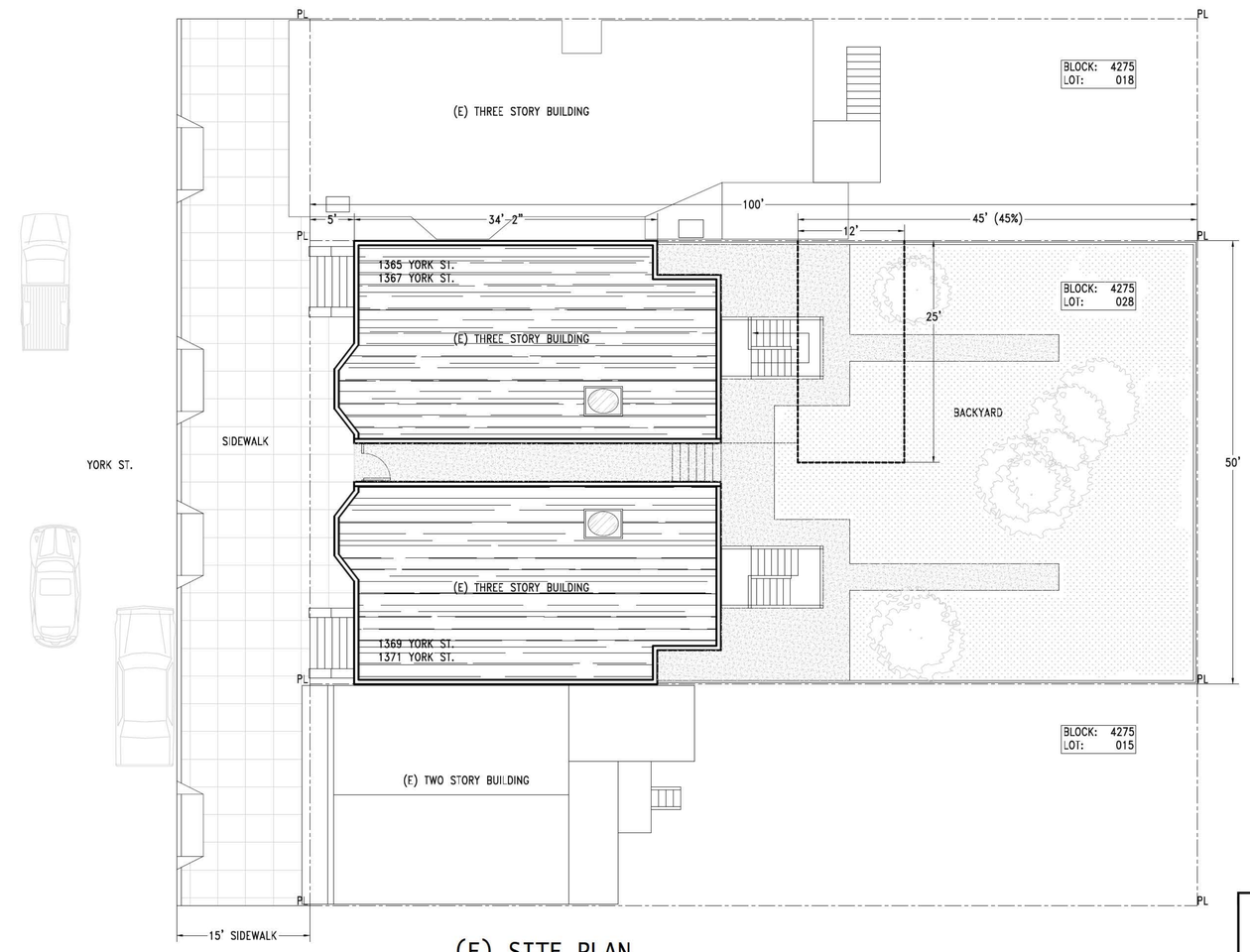
- 2ND FLOOR:	
* EXISTING AREA:	837 SQ.F
* NEW AREA:	544 SQ.F
* TOTAL 2ND FLOOR AREA:	1,381 SQ.F
- 3RD FLOOR:	
* EXISTING AREA:	933 SQ.F
* NEW AREA:	244 SQ.F
* NEW DECK AREA:	241 SQ.F
* TOTAL 3RD FLOOR AREA:	1,418 SQ.F

INDEX OF DRAWINGS

ARCHITECTURAL

A-0 SITE MAP AND PROJECT INFORMATION
A-0.1 (N) SITE PLAN
A-1 (E) AND (N) FIRST FLOOR PLANS
A-1.1 (E) AND (N) SECOND FLOOR PLANS
A-1.2 (E) AND (N) THIRD FLOOR PLANS
A-2 (E) AND (N) WEST ELEVATIONS
A-2.1 (E) AND (N) NORTH ELEVATIONS
A-2.2 (E) AND (N) EAST ELEVATIONS
A-2.3 (E) AND (N) SOUTH ELEVATIONS
A-3 (E) AND (N) SCHEMATIC CROSS SECTIONS
A-3.1 (E) AND (N) SCHEMATIC CROSS SECTIONS

1365-1367 YORK ST., SAN FRANCISCO, CALIFORNIA 94110



(E) SITE PLAN

1/8"=1'-0"

MATERIALS

- ACOUSTIC TILE OR BOARD
- BITUMINOUS CONCRETE SHOW PROFILE ONLY
- CERAMIC TILE
- CONCRETE CAST IN PLACE OR PRECAST
- CONCRETE BLOCK
- EARTH
- GLASS OMIT INDICATION IN THIN MATERIAL
- GYPSUM BOARD OMIT DOUBLE LINES AT SMALL SCALE
- GYPSUM SHEATHING
- HARDBOARD
- INSULATION, BATT
- METAL OMIT INDICATION IN THIN MATERIAL
- MORTAR
- PLASTER ON METAL LATH
- PLASTIC LAMINATE
- PLYWOOD
- RIGID INSULATION
- ROCK FILL
- SAND
- WOOD, FINISH
- WOOD, FRAMING THROUGH MEMBER
- WOOD, FRAMING INTERRUPTED MEMBER

SITE PLAN LEGEND:

- JOINT POWER POLE
- WATER METER
- FIRE HYDRANT
- GAS VALVE
- WATER VALVE
- W — WATER LINE
- GAS — GAS LINE
- SS — SANITARY SEWER LINE
- OE — OVERHEAD ELECTRIC

SYMBOLS

- X — NOTE MARK
- A1 — DOOR MARK
- A — WINDOW MARK — LETTERS
- 3 — LOUVER MARK — NUMBERS
- A — TOILET ACCESSORY
- 1 — REVISION MARK
- A / 1 — COLUMN/ GRID LINE MARK
- MATCH MARK AND LINE
- 3 / A2 — SECTION CUT MARK
- 3 / A2 — EXTERIOR ELEVATION MARK
- 4 / 3 / A2 / 1 / 2 — INTERIOR ELEVATION MARK
- 3 / A-2 — DETAIL MARK

APPLICABLE CODES

2016 CALIFORNIA BUILDING CODE (BASED ON 2015 INTERNATIONAL BUILDING CODE)
2016 CALIFORNIA ELECTRICAL CODE (BASED ON 2014 NATIONAL ELECTRICAL CODE)
2016 CALIFORNIA PLUMBING CODE (BASED ON 2015 UNIFORM PLUMBING CODE)
2016 CALIFORNIA MECHANICAL CODE (BASED ON 2015 UNIFORM MECHANICAL CODE)
2016 CALIFORNIA ENERGY CODE
2016 CALIFORNIA HISTORICAL BUILDING CODE
2016 CALIFORNIA EXISTING BUILDING CODE
2016 CALIFORNIA FIRE CODE (BASED ON THE 2015 INTERNATIONAL FIRE CODE)
2016 CALIFORNIA GREEN BUILDINGS STANDARD CODE
2016 CALIFORNIA REFERENCED STANDARDS CODE
2016 SAN FRANCISCO BUILDING CODE AND AMENDMENTS
2016 SAN FRANCISCO ELECTRICAL CODE AND AMENDMENTS
2016 SAN FRANCISCO MECHANICAL CODE AND AMENDMENTS
2016 SAN FRANCISCO PLUMBING CODE AND AMENDMENTS
2016 SAN FRANCISCO GREEN BUILDING CODE AND AMENDMENTS
2016 SAN FRANCISCO HOUSING CODE
2016 SAN FRANCISCO PLANNING CODE
2016 SAN FRANCISCO FIRE CODE

NOTES

RECIPIENT OF THESE PLANS & SPECIFICATIONS UNDERSTANDS THAT COPYRIGHT IN THESE PLANS & SPECIFICATIONS ARE OWNED BY AZ DESIGN & ENGINEERING INC.. THE PLANS & SPECIFICATIONS CONTAIN PRIVILEGED AND CONFIDENTIAL BUSINESS INFORMATION OF AZ DESIGN & ENGINEERING INC. THE RECIPIENT AGREES TO RETAIN THESE PLANS & SPECIFICATIONS IN STRICT CONFIDENCE AND AGREES NOT TO DISCLOSE THESE PLANS & SPECIFICATIONS TO ANY OTHER PARTY AND FURTHER AGREES NOT TO MAKE COPIES OF THESE PLANS & SPECIFICATIONS. THE RECIPIENT AGREES TO USE THESE PLANS & SPECIFICATIONS ONLY FOR THE LIMITED PURPOSE FOR WHICH AZ DESIGN & ENGINEERING INC. HAS MADE THESE PLANS & SPECIFICATIONS AVAILABLE, AND RECIPIENT AGREES TO RETURN ALL PLANS & SPECIFICATIONS TO AZ DESIGN & ENGINEERING INC. EITHER UPON COMPLETION OF THE INTENDED PURPOSE OR UPON THE REQUEST OF AZ DESIGN & ENGINEERING INC, WHICHEVER COMES FIRST.

THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS. CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONALS HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.

AZ DESIGN AND ENGINEERING, INC.
255 REICHLING AVENUE, PACIFICA, CALIFORNIA 94044
Ph: (650) 553-4031 / Ph: (650) 553-4044 / azdesign@azdesignandengineering.com

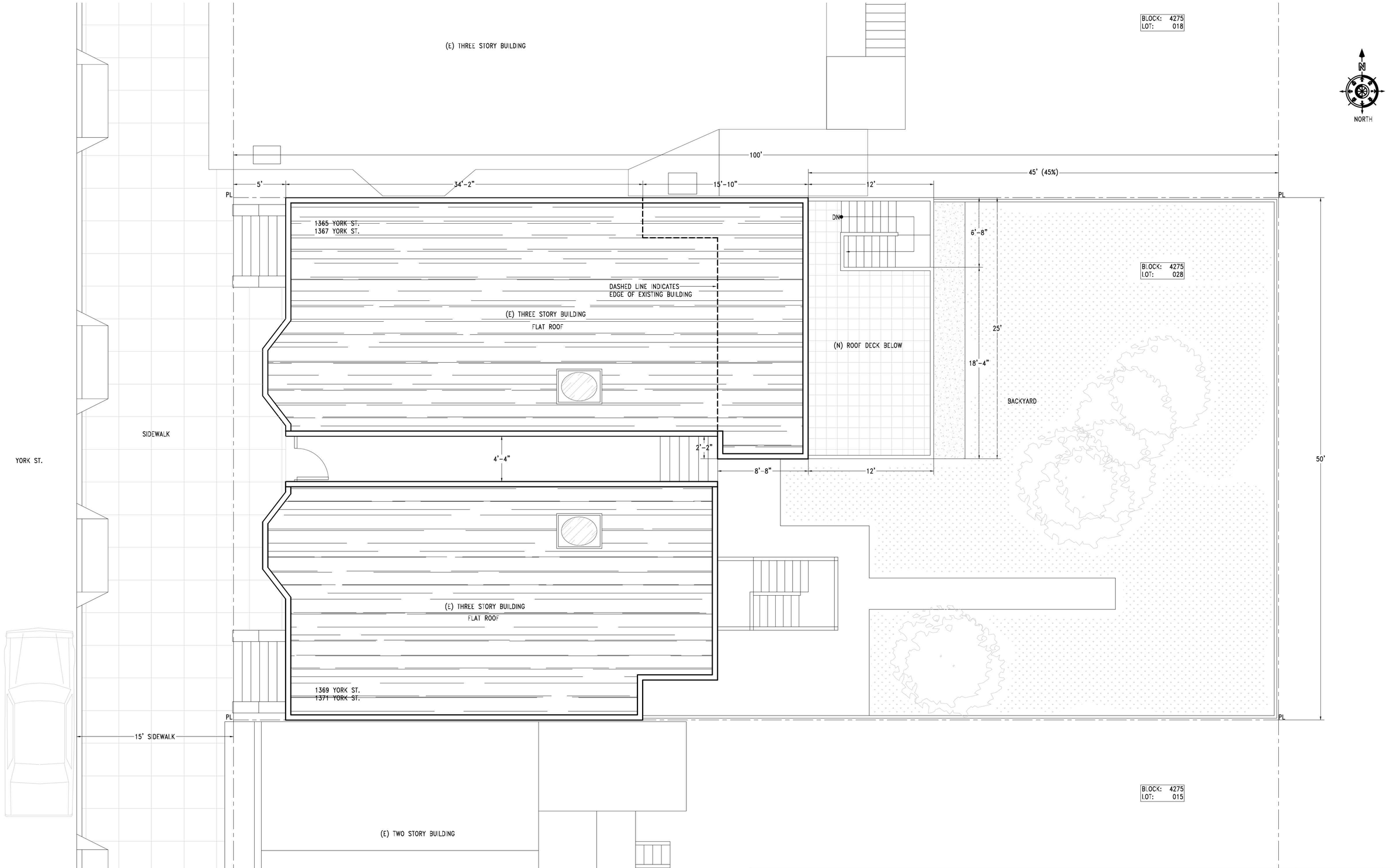
REAR YARD ADDITION + INTERIOR REMODEL
1365-1367 YORK ST., SAN FRANCISCO, CALIFORNIA 94110
OWNER: VIRGINIA VELAZCO

REGISTERED PROFESSIONAL ENGINEER
ABRAHAM ZAVALA
60620
EXP. 12/31/20
CIVIL
STATE OF CALIFORNIA

REVISION/DATE
1. FILING SET 05-28-2019

SCALE: AS SHOWN	DRAWN / REVIEWED RO AZ
DATE: JAN/2019	JOB No: AM1096

A-0



(N) SITE PLAN

1/4"=1'-0"

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255 REICHLING AVENUE, PACIFICA, CALIFORNIA 94044
Ph: (650) 553-4031 / Ph: (650) 553-4044 / azdesign@azdesignandengineering.com

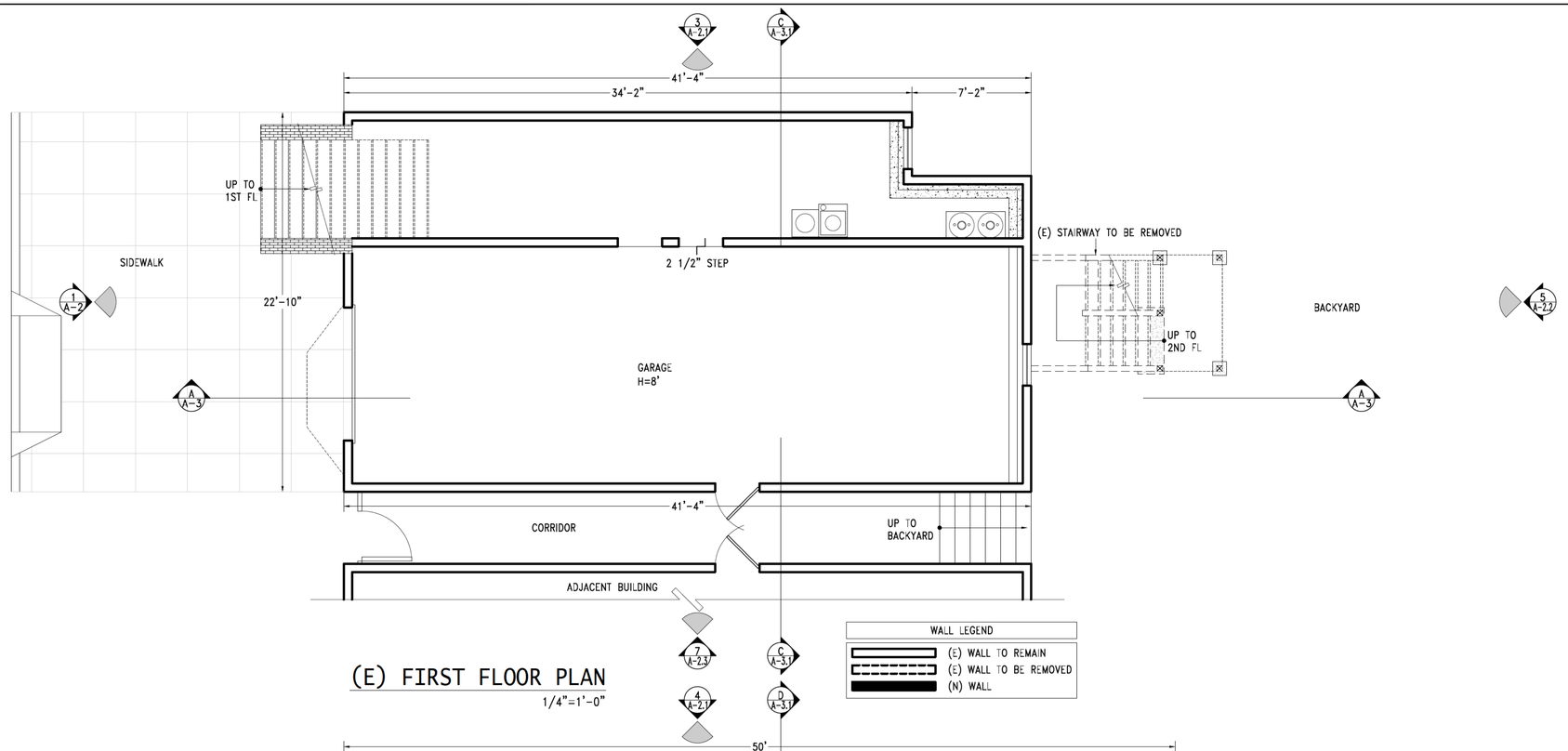
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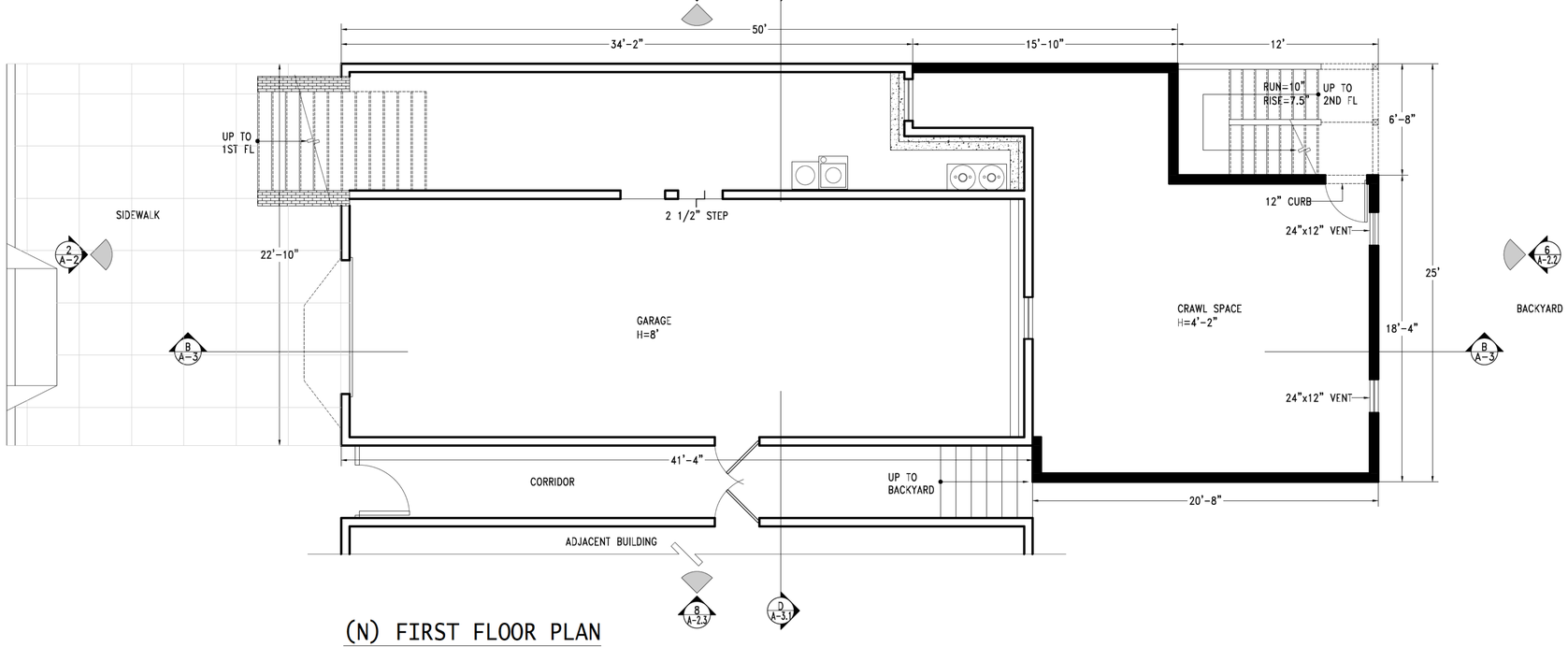
SCALE: AS SHOWN
DRAWN / REVIEWED: RD AZ
DATE: JAN/2019
JOB No: AM1096

A-0.1



(E) FIRST FLOOR PLAN

1/4"=1'-0"



(N) FIRST FLOOR PLAN

1/4"=1'-0"

AZ DESIGN AND ENGINEERING, INC.
255 REICHLING AVENUE, PACIFICA, CALIFORNIA 94044
Ph: (650) 553-4031 / Ph: (650) 553-4044 / azdesign@azdesignandengineering.com

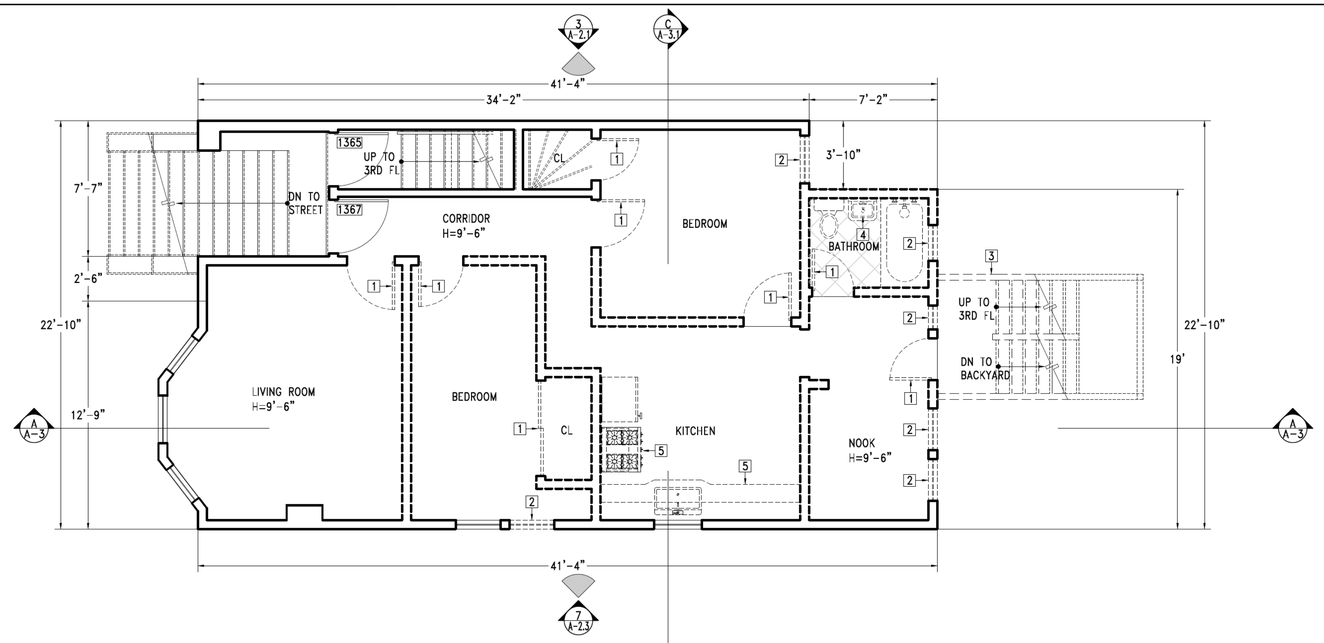
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ABRAHAM ZAVALA
60620
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STATE OF CALIFORNIA

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SCALE: AS SHOWN | DRAWN / REVIEWED: RD AZ
DATE: JAN/2019 | JOB No: AM1096

A-1

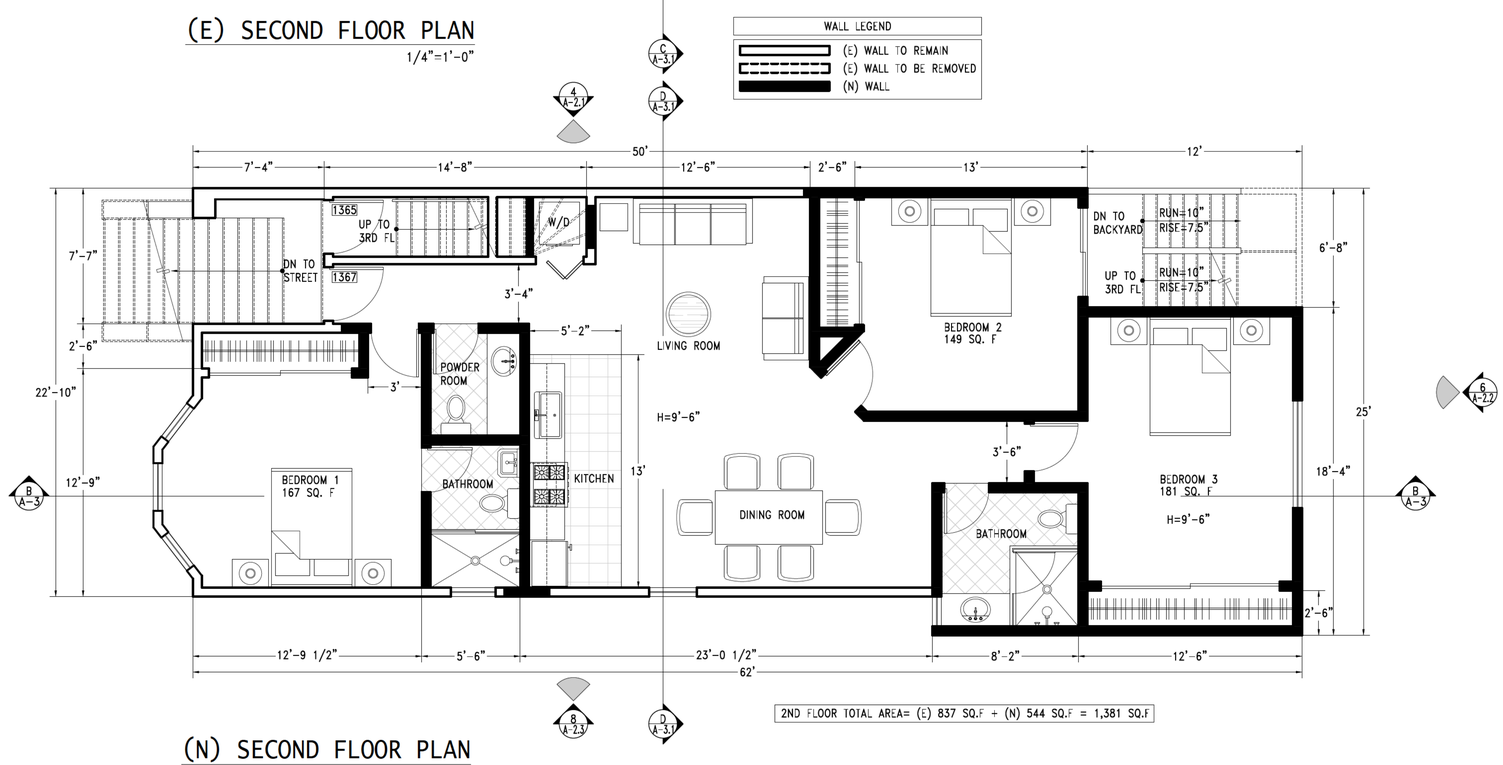


(E) SECOND FLOOR PLAN

1/4"=1'-0"

MK	DEMO PLAN KEYNOTES
1	REMOVE DOOR
2	REMOVE WINDOW
3	REMOVE EXTERIOR STAIRWAY
4	REMOVE ENTIRE BATHROOM (FIXTURES AND FLOORING)
5	REMOVE ENTIRE KITCHEN (APPLIANCES AND CABINETS)

WALL LEGEND	
	(E) WALL TO REMAIN
	(E) WALL TO BE REMOVED
	(N) WALL



2ND FLOOR TOTAL AREA= (E) 837 SQ.F + (N) 544 SQ.F = 1,381 SQ.F

(N) SECOND FLOOR PLAN

1/4"=1'-0"

AZ DESIGN AND ENGINEERING, INC.
255 REICHLING AVENUE, PACIFICA, CALIFORNIA 94044
Ph: (650) 553-4031 / Ph: (650) 553-4044 / azdesign@azdesignandengineering.com

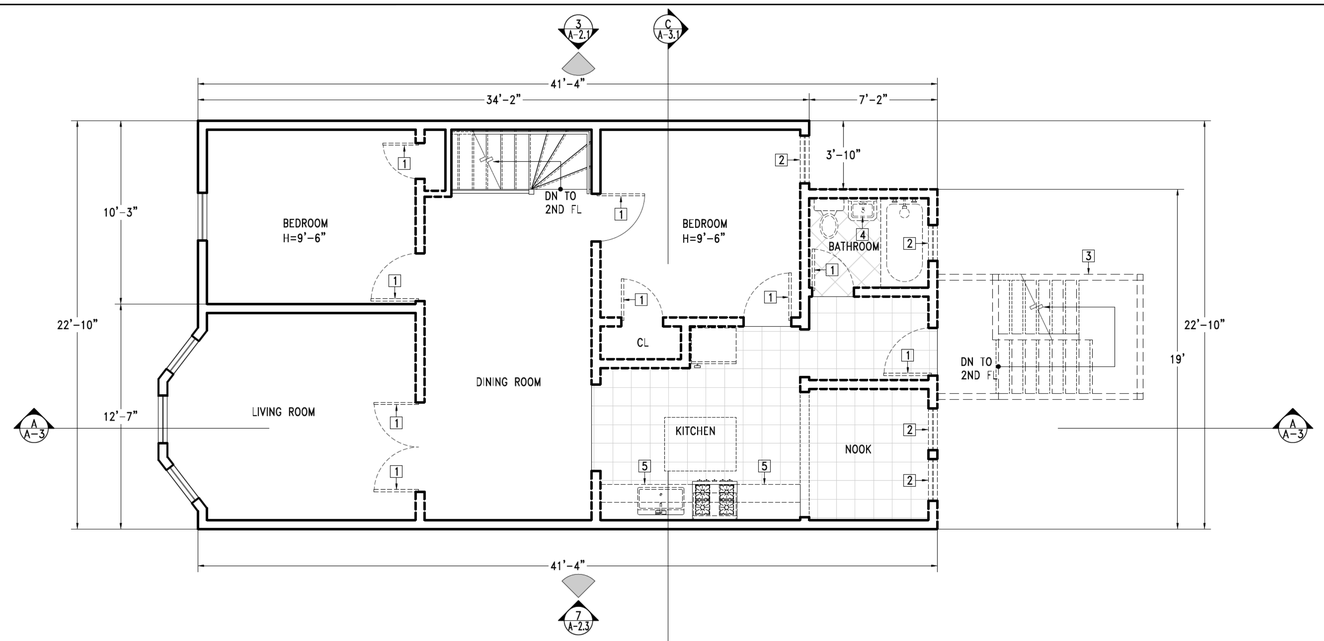
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OWNER: VIRGINIA VELAZCO

REGISTERED PROFESSIONAL ENGINEER
ABRAHAM ZANAZA
60620
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STATE OF CALIFORNIA

REVISION/DATE
1. FILING SET 05-28-2019

SCALE: AS SHOWN | DRAWN / REVIEWED: RO AZ
DATE: JAN/2019 | JOB No: AM1096

A-1.1

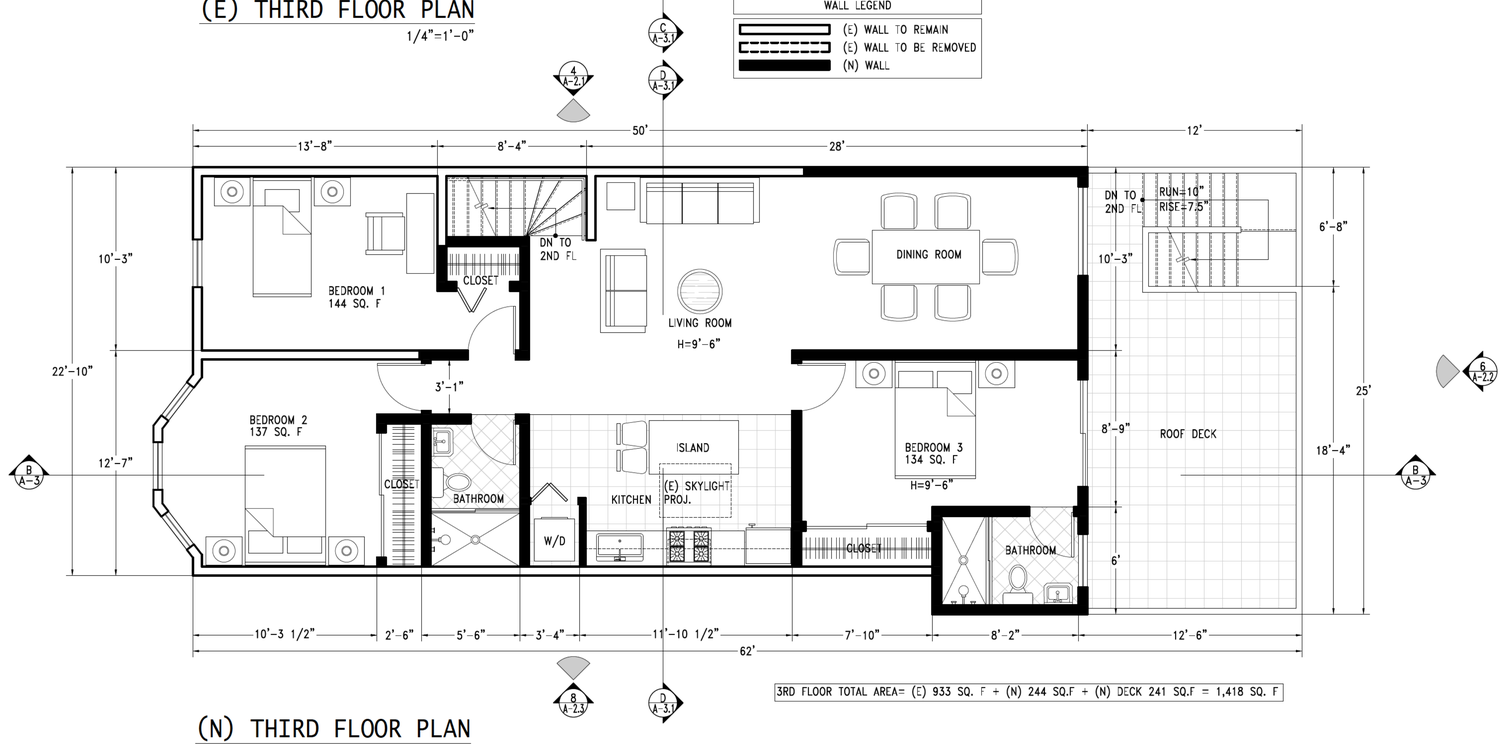


(E) THIRD FLOOR PLAN

1/4"=1'-0"

MK	DEMO PLAN KEYNOTES
1	REMOVE DOOR
2	REMOVE WINDOW
3	REMOVE EXTERIOR STAIRWAY
4	REMOVE ENTIRE BATHROOM (FIXTURES AND FLOORING)
5	REMOVE ENTIRE KITCHEN (APPLIANCES AND CABINETS)

WALL LEGEND	
	(E) WALL TO REMAIN
	(E) WALL TO BE REMOVED
	(N) WALL



3RD FLOOR TOTAL AREA= (E) 933 SQ. F + (N) 244 SQ.F + (N) DECK 241 SQ.F = 1,418 SQ. F

(N) THIRD FLOOR PLAN

1/4"=1'-0"

AZ DESIGN AND ENGINEERING, INC.
255 REICHLING AVENUE, PACIFICA, CALIFORNIA 94044
Ph: (650) 553-4031 / Ph: (650) 553-4044 / azdesign@azdesignandengineering.com

REAR YARD ADDITION + INTERIOR REMODEL
1365-1367 YORK ST., SAN FRANCISCO, CALIFORNIA 94110
OWNER: VIRGINIA VELAZCO

REGISTERED PROFESSIONAL ENGINEER
ABRAHAM ZAPALA
60620
EXP. 12/31/20
CIVIL
STATE OF CALIFORNIA

REVISION/DATE
1. FILING SET 05-28-2019

SCALE: AS SHOWN | DRAWN / REVIEWED: RO AZ
DATE: JAN/2019 | JOB No: AM1096

A-1.2



1. (E) WEST (FRONT) ELEVATION

1/4"=1'-0"



2. (N) WEST (FRONT) ELEVATION

1/4"=1'-0"

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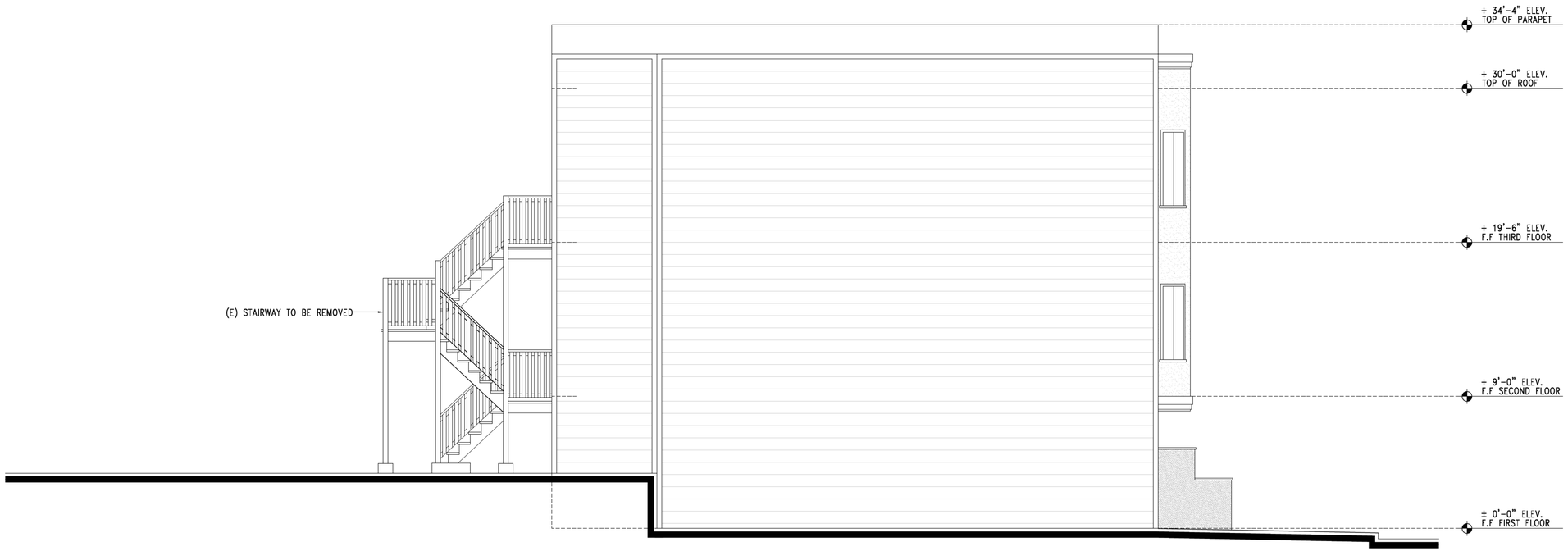
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OWNER: VIRGINIA VELAZCO

REGISTERED PROFESSIONAL ENGINEER
ABRAHAM ZAVALA
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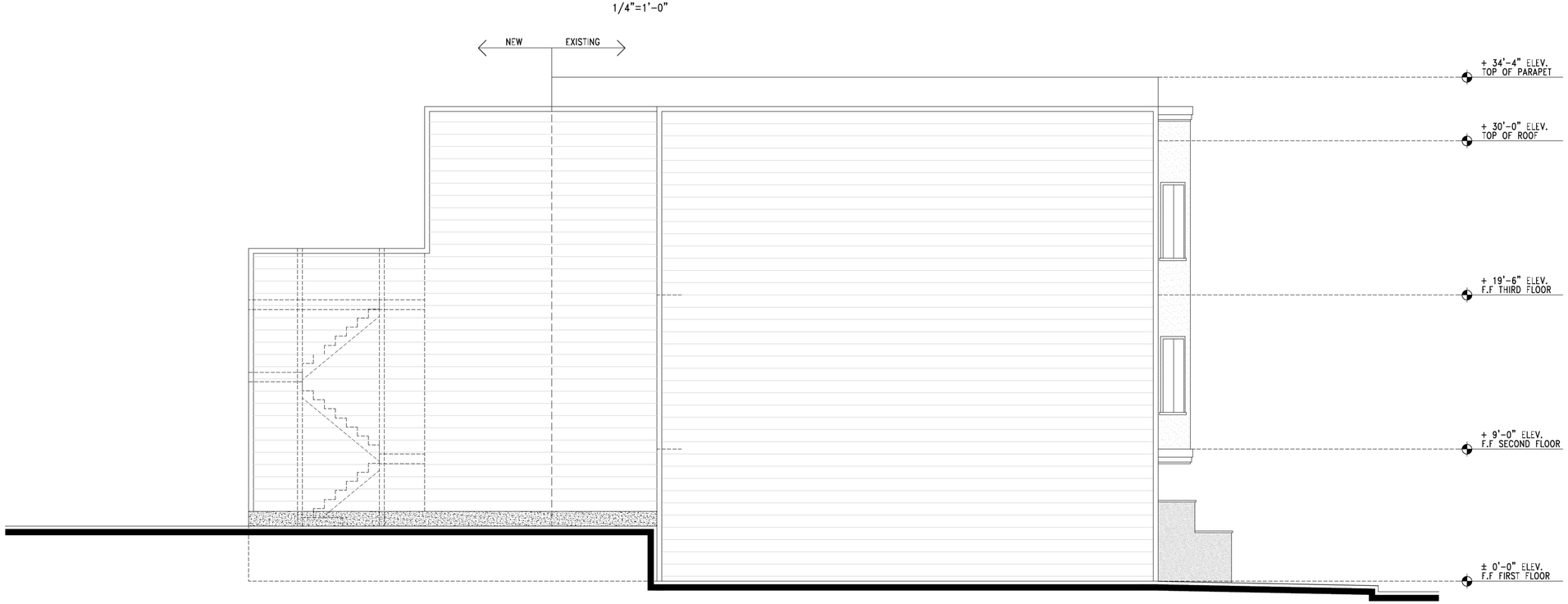
SCALE: AS SHOWN | DRAWN / REVIEWED: RD / AZ
DATE: JAN/2019 | JOB No: AM1096

A-2



3. (E) NORTH (LEFT) ELEVATION

1/4"=1'-0"



4. (N) NORTH (LEFT) ELEVATION

1/4"=1'-0"

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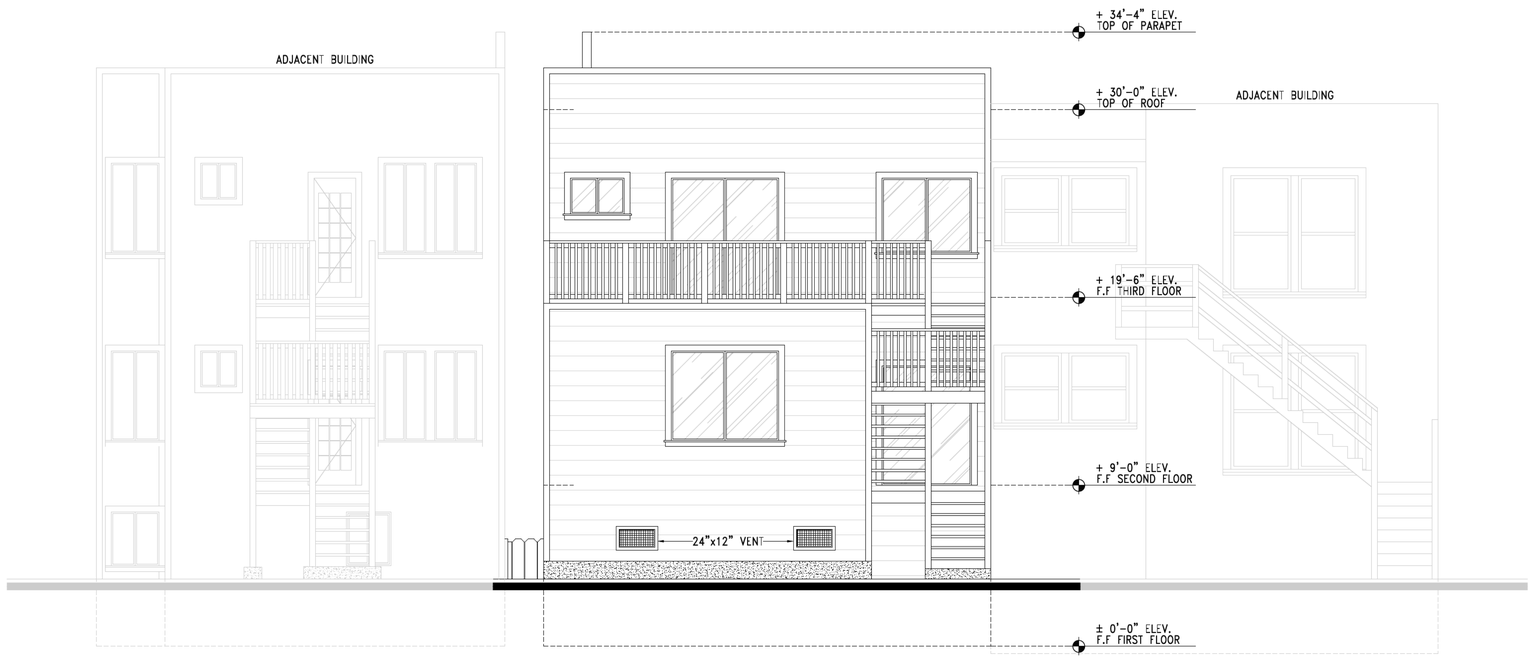
SCALE: AS SHOWN | DRAWN / REVIEWED RD AZ
DATE: JAN/2019 | JOB No: AM1096

A-2.1



5. (E) EAST (REAR) ELEVATION

1/4"=1'-0"



6. (N) EAST (REAR) ELEVATION

1/4"=1'-0"

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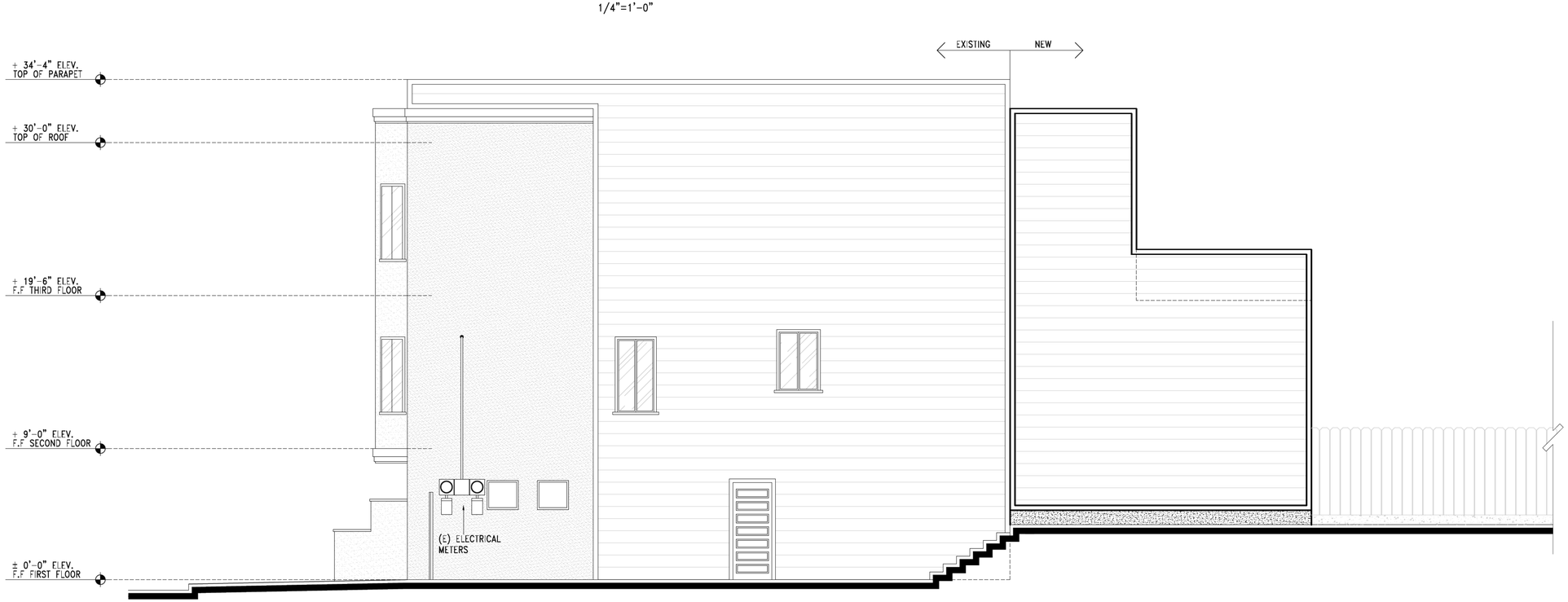
SCALE: AS SHOWN | DRAWN / REVIEWED: RD AZ
DATE: JAN/2019 | JOB No: AM1096

A-2.2



7. (E) SOUTH (RIGHT) ELEVATION

1/4"=1'-0"



8. (N) SOUTH (RIGHT) ELEVATION

1/4"=1'-0"

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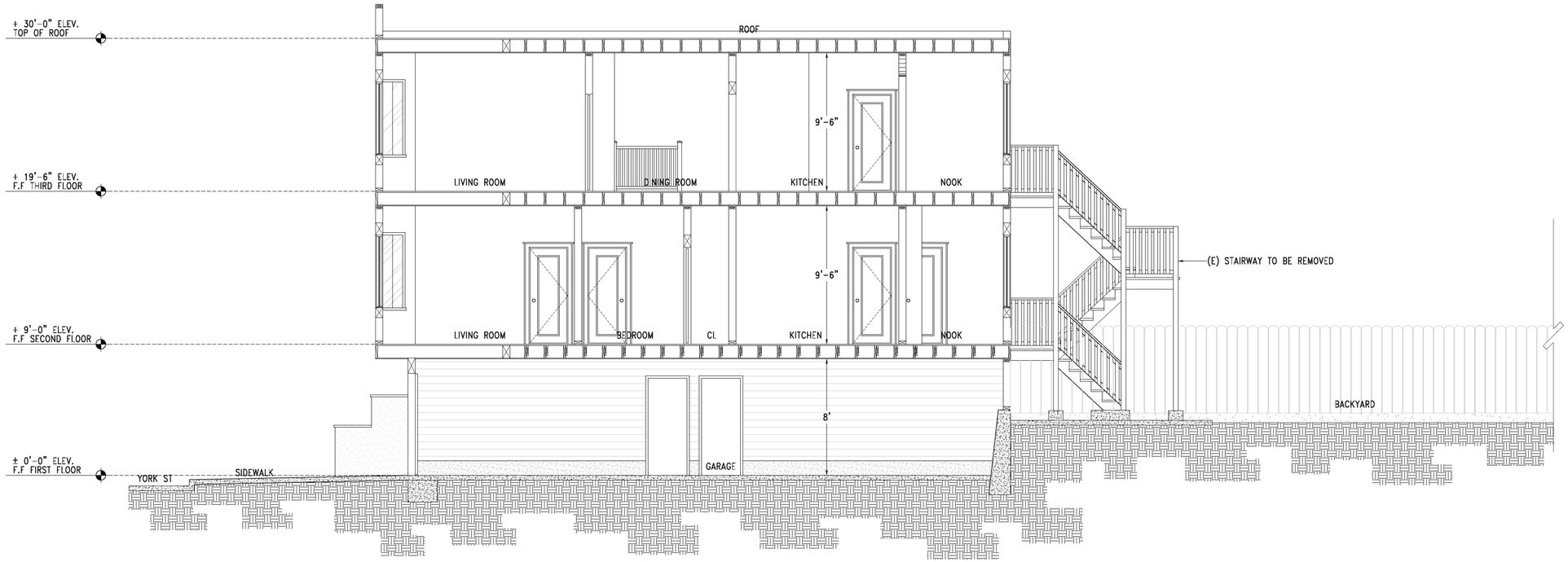
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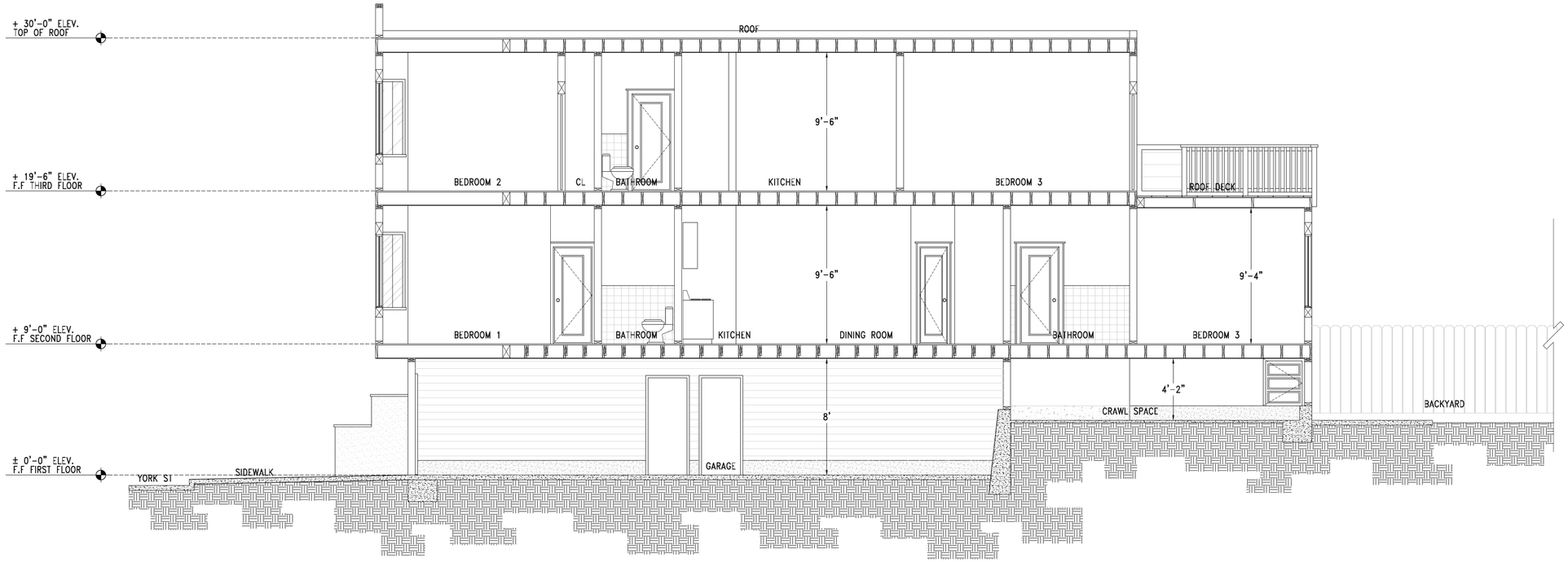
SCALE: AS SHOWN	DRAWN / REVIEWED RD AZ
DATE: JAN/2019	JOB No: AM1096

A-2.3



(E) SCHEMATIC LONGITUDINAL CROSS SECTION A-A

1/4"=1'-0"



(N) SCHEMATIC LONGITUDINAL CROSS SECTION B-B

1/4"=1'-0"

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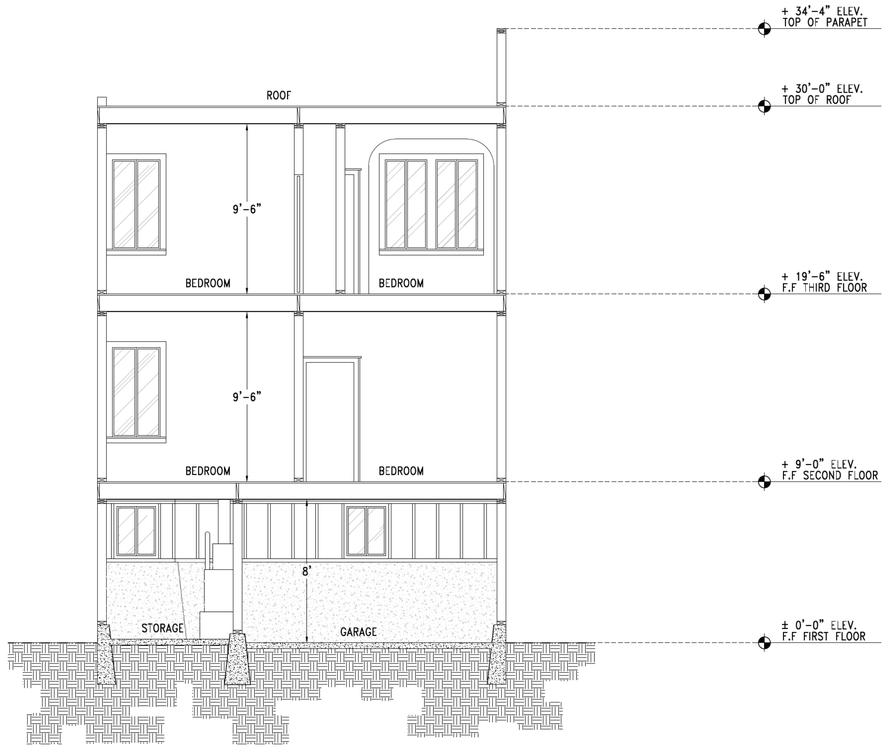
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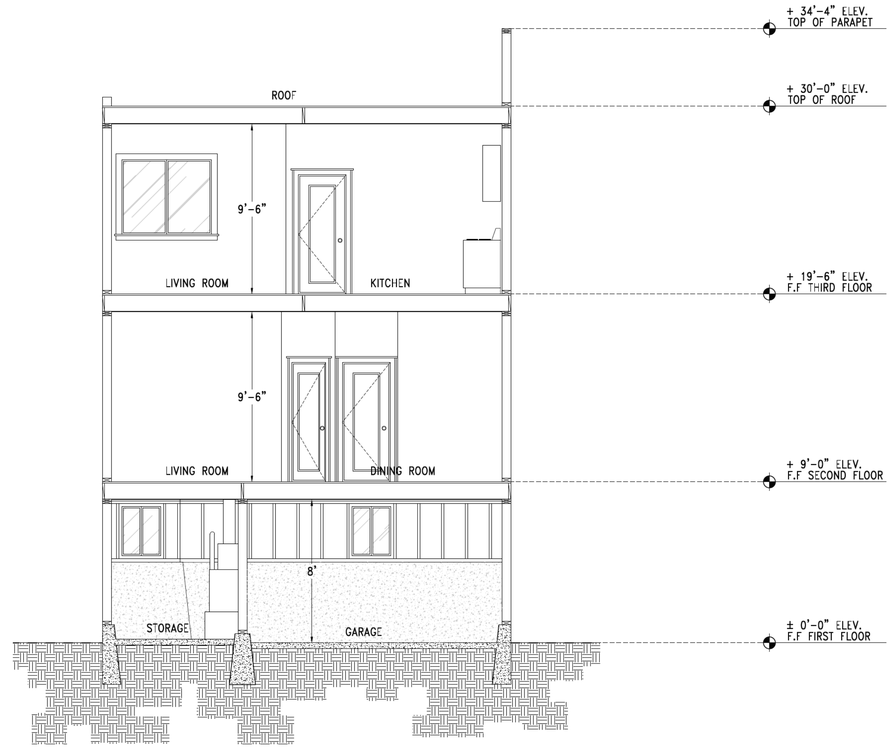
SCALE: AS SHOWN | DRAWN / REVIEWED: RD / AZ
DATE: JAN/2019 | JOB No: AM1096

A-3



(E) SCHEMATIC TRANSVERSAL CROSS SECTION C-C

1/4"=1'-0"



(N) SCHEMATIC TRANSVERSAL CROSS SECTION D-D

1/4"=1'-0"

AZ DESIGN AND ENGINEERING, INC.
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Ph: (650) 553-4031 / Ph: (650) 553-4044 / azdesign@azdesignandengineering.com

REAR YARD ADDITION + INTERIOR REMODEL
1365-1367 YORK ST., SAN FRANCISCO, CALIFORNIA 94110
OWNER: VIRGINIA VELAZCO

REGISTERED PROFESSIONAL ENGINEER
ABRAHAM ZAVALA
60620
EXP. 12/31/20
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STATE OF CALIFORNIA

REVISION/DATE
1. FILING SET 05-28-2019

SCALE: AS SHOWN | DRAWN / REVIEWED: RD AZ
DATE: JAN/2019 | JOB No: AM1096

A-3.1

Feeney, Claire (CPC)

From: Abraham Zavala <abraham@azdesignandengineering.com>
Sent: Tuesday, May 31, 2022 9:06 AM
To: Feeney, Claire (CPC)
Subject: Re: Plan Check Letter for 1365 York

Claire,

Thank you for your response, I'll get back to you once the subdivision is complete.

Thank You

Abraham Zavala
AZ Design and Engineering, Inc.
255 Reichling Avenue
Pacifica, CA 94044
Phone 650-553-4031 Phone 650-553-4044

abraham@azdesignandengineering.com

On Tue, May 31, 2022 at 9:00 AM Feeney, Claire (CPC) <claire.feeney@sfgov.org> wrote:

> Hi Abraham,
> I agree that sorting out the subdivision before moving forward with the building design is a good idea. It is no problem to put the project on hold, I will update the case record. To reactivate the project you only need to email me when you are ready to work again.
>
> Best,
> Claire
>
> **Claire Feeney, AICP, Planner**
> **Southeast Team, Current Planning Division**
> San Francisco Planning Department
> 1650 Mission Street, Suite 400 San Francisco, CA 94103
> Direct: 415.575.9174 | www.sfplanning.org
> San Francisco Property Information Map
>
> Due to the Shelter in Place order, the Planning Department will be operating under reduced capacity with most of our staff working remotely. Our offices at 1650 Mission Street will be closed; the Planning Information Center (PIC) at 1660 Mission Street will be closed; the Planning and Historic Preservation Commissions will be cancelled until Thursday April 9, at the earliest; and the March 25 Zoning Variance hearing will be cancelled. Click here for more information about our services and how to contact Planning staff during the office closure.

From: Abraham Zavala <abraham@azdesignandengineering.com>
Sent: Monday, May 30, 2022 10:47 AM
To: Feeney, Claire (CPC) <claire.feeney@sfgov.org>
Subject: Re: Plan Check Letter for 1365 York

Claire,

I think that the best option for now is to put the project on hold, I want the lot subdivision to get approved and then proceed with the changes on the plans. I don't want to change things without being sure about the subdivision.
Let me know how we can restart the project once that the subdivision is approved or close to.

Thank You

Abraham Zavala
AZ Design and Engineering, Inc.
255 Reichling Avenue
Pacifica, CA 94044
Phone 650-553-4031 Phone 650-553-4044

abraham@azdesignandengineering.com

On Tue, Apr 26, 2022 at 10:28 AM Feeney, Claire (CPC) <claire.feeney@sfgov.org> wrote:

> Hi Abraham,
>
> It has been about 5 months since we last talked, are there any updates on the project? Please let me know if you are still pursuing the project, if it needs to be put on hold (meaning it is dormant but not cancelled), or if you would like to withdraw the permit.
>
> We've exceeded the 90-day limit for response to comments so if the project is still active please provide an ETA for submitting revisions. Please let me know if you have any questions.
>
> Best,
>
> Claire
>
> **Claire Feeney, AICP, Planner II**
> **Southeast Team, Current Planning Division**
>
> San Francisco Planning Department
>
> 49 South Van Ness Avenue, Suite 1400, San Francisco, CA 94103
> Direct: 628.652.7313 | www.sfplanning.org

San Francisco Property Information Map

Expanded in-person services at the Permit Center at 49 South Van Ness Avenue are available. Most other San Francisco Planning functions are being conducted remotely. Our staff are available by e-mail, and the Planning and Historic Preservation Commissions are convening remotely. The public is encouraged to participate. Find more information on our services here.

From: Feeney, Claire (CPC)
Sent: Wednesday, December 8, 2021 10:58 AM
To: Abraham Zavala <abraham@azdesignandengineering.com>
Subject: RE: Plan Check Letter for 1365 York

Hi Abraham,

Thank you again for mentioning the lot split, this does impact project review. I have consulted with the Zoning Administrator to confirm how the project could change.

If the applicant is proposing a lot split as part of the project that needs to be included in the plans. Right now the permit set would be considered inaccurate because it does not contain complete project information/scope.

The pop-out rules I explained to you in a previous email are measured relative to property lines. If there is a lot split and a new property line is created in between the two buildings, the rear addition can either be:

- one story and touch this new property line; or
- two stories and be set back 5-feet from the new property line.

If the owner does not pursue a lot split then the rear addition only needs to consider the existing side property line and design feedback from the Plan Check Letter.

If the owner goes ahead with a design that is only allowable on this double wide lot, and then years later wants to split the lot, that lot split will require a Variance. That Variance would be required because it will create a new lot with a non-compliant building. Variances are granted at the discretion of the Zoning Administrator and are not guaranteed.

I recommend you update plans to reflect the whole scope of the project, including the lot split, and revise the design to have a compliant rear pop out.

Best,

Claire

Claire Feeney, AICP, Planner II
Southeast Team, Current Planning Division

San Francisco Planning Department

49 South Van Ness Avenue, Suite 1400, San Francisco, CA 94103
Direct: 628.652.7313 | www.sfplanning.org

San Francisco Property Information Map

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From: Abraham Zavala <abraham@azdesignandengineering.com>
Sent: Tuesday, November 2, 2021 2:36 PM
To: Feeney, Claire (CPC) <claire.feeney@sfgov.org>
Subject: Re: Plan Check Letter for 1365 York

Claire,

Please see attached tentative parcel map.

Thank You

Abraham Zavala

AZ Design and Engineering, Inc.

255 Reichling Avenue

Pacifica, CA 94044

Phone 650-553-4031 Phone 650-553-4044

abraham@azdesignandengineering.com

On Tue, Nov 2, 2021 at 2:13 PM Feeney, Claire (CPC) <claire.feeney@sfgov.org> wrote:

> Thank you for the update. I did not know that a lot split was proposed, and yes different parcel lines may affect project review. Can you please send a copy of the tentative parcel map?
>
> Best,
>
> Claire
>
> **Claire Feeney, AICP, Planner II**
> **Southeast Team, Current Planning Division**
>
> San Francisco Planning Department
>
> 49 South Van Ness Avenue, Suite 1400, San Francisco, CA 94103
> Direct: 628.652.7313 | www.sfplanning.org
>
> San Francisco Property Information Map
>
> Due to COVID-19, San Francisco Planning is not providing any in-person services, but we are operating remotely. Our staff are available by e-mail, and the Planning and Historic Preservation Commissions are convening remotely. The public is encouraged to participate. Find more information on our services here.
>
> ---
>
> **From:** Abraham Zavala <abraham@azdesignandengineering.com>
> **Sent:** Monday, November 1, 2021 4:50 PM
> **To:** Feeney, Claire (CPC) <claire.feeney@sfgov.org>
> **Subject:** Re: Plan Check Letter for 1365 York

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Claire,

I'm working with the owner to see how she can get what she needs out of the addition, however I do not know if planning was informed of the application being filed at DPW for a split of the lot into two parcels 25 feet wide each. The lot split will create two buildings in two different properties. I don't know if the lot split changes any of the modifications to be done to the project. Please let me know.

Thank You

Abraham Zavala

AZ Design and Engineering, Inc.

255 Reichling Avenue

Pacifica, CA 94044

Phone 650-553-4031 Phone 650-553-4044

abraham@azdesignandengineering.com

On Thu, Apr 15, 2021 at 11:42 AM Feeney, Claire (CPC) <claire.feeney@sfgov.org> wrote:

> Hello Abraham,
>
> Attached please find a copy of the Plan Check Letter #1 for the proposed work at 1365 York for project 2019-015007PRJ. Please provide the required revised materials within 90 days and let me know if you have any questions.
>
> Best,
>
> Claire

Claire Feeney, AICP, Planner II
Southeast Team, Current Planning Division

San Francisco Planning Department

49 South Van Ness Avenue, Suite 1400, San Francisco, CA 94103
Direct: 628.652.7313 | www.sfplanning.org

San Francisco Property Information Map

Due to COVID-19, San Francisco Planning is not providing any in-person services, but we are operating remotely. Our staff are available by e-mail, and the Planning and Historic Preservation Commissions are convening remotely. The public is encouraged to participate. Find more information on our services here.

Khoo, Arthur (BOS)

From: Joel Teopaco <jteopaco@transamericanengineers.com>
Sent: Wednesday, April 20, 2022 3:03 PM
To: Mapping, Subdivision (DPW)
Cc: 'Pierce, Barry, PLS'; D'Angela Mark; lfrancisco@transamericanengineers.com
Subject: Application for Parcel Map Subdivision - 1365 York Street, APN 4275-028
Attachments: APN 4275-028_Application Package.zip

Categories: Jessica Mendoza

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Good Afternoon,

Please see attached pdfs of the Parcel Map Subdivision Application package for 1365 York Street, APN 4275-028. The hard copies, neighborhood notification package and checks will be dropped off to your department today.

Best regards,

Joel Teopaco
Transamerican Engineers
1390 Market St., #201
San Francisco, CA 94102
Tel. No. (415) 553-4092
jteopaco@transamericanengineers.com
TAE – Yelp
TAE - Facebook

Khoo, Arthur (BOS)

From: Mapping, Subdivision (DPW)
Sent: Thursday, August 25, 2022 10:38 AM
To: info@transamericanengineers.com
Subject: FW: PID 11200 1365-1371 York Street - RETURN CHECK

Importance: High

Good morning,

Please see email below re DBI check.

Thank you,

Tsegereda Naizghi | Subdivision and Mapping
Bureau of Street Use & Mapping |San Francisco Public Works
49 South Van Ness Avenue, 9th Floor | San Francisco, CA 94103
sfpublicworks.org · Subdivisions & Mapping

From: Bartholomew, Irene (DBI) <irene.bartholomew@sfgov.org>
Sent: Tuesday, August 23, 2022 1:53 PM
To: Naizghi, Tsegereda (DPW) <tsegereda.naizghi@sfdpw.org>
Cc: Chan, Janey (DBI) <janey.chan@sfgov.org>; Chan, Eddie (DBI) <eddie.m.chan@sfgov.org>; Pei, Carrie (DBI) <carrie.pei@sfgov.org>; Yau, Willy (DBI) <willy.yau@sfgov.org>; Luu, Sarah (DBI) <sarah.luu@sfgov.org>
Subject: PID 11200 1365-1371 York Street - RETURN CHECK
Importance: High

Good afternoon,

RE: 2LS PID 11200
1365-1371 York Street
B4275 L028

This is to inform you that DBI is sending back via inter-department mail the Check No. 1041 due to **missing payer's address** on the check.

Please send a replacement check to CCSF-DBI to:

Department of Building Inspection
Finance Services
49 South Van Ness Avenue, Suite 500
San Francisco, CA 94103
Attention: Revenue Collection Unit

Thank you.

Thank you. Stay Safe.

Irene Bartholomew
Plan Review Services – PPC

Department of Building Inspection
49 South Van Ness Avenue, Suite 590
San Francisco, CA 94103
Email: Irene.Bartholomew@sfgov.org

To check your Permit Status, please use our online tracking system: http://dbiweb.sfgov.org/dbipts/

For the latest new about available services, please consult DBI website www.sfdbi.org

London N. Breed
Mayor

Carla Short
Acting Director

Nicolas Huff
Bureau of Street-Use and
Mapping Manager

Office of the
City and County Surveyor

Street-Use and Mapping
49 South Van Ness Ave.,
Suite 300,
San Francisco, CA 94103
Phone: (628) 271-2000

sfpublicworks.org
facebook.com/sfpublicworks
twitter.com/sfpublicworks

Date: Nov 1, 2023
PID: 11200

THIS IS NOT A BILL.

This is a notice regarding the approval of a subdivision of real property at the following location:

Address: 1365-1371 York Street
APN: 4275-028

Public Works has approved Tentative Parcel Map and 11200, being a 3 Lot Subdivision project on stated parcel.

This notification letter is to inform you of your right to appeal this Tentative Map approval. If you would like to file an appeal of this approval, you must do so in writing with the Clerk of the Board of Supervisors **within ten (10) days of the date of this letter** along with a check in the amount of **$402.00**, payable to SF Public Works.

The Clerk of the Board is located at:

City Hall of San Francisco
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102
(415) 554-5184
http://sfbos.org/

Additional information for filing an appeal may be found at the Board of Supervisor's website, under the "Tentative Subdivision Map" link:
http://sfbos.org/appeal-information

For specific information about property history, zoning, planning applications, building permits, and more, please visit the Department of City Planning's website:
http://propertymap.sfplanning.org/

If you have any further questions on this matter, our email address is:
Subdivision.Mapping@sfdpw.org.

Sincerely,

KATHARINE S. ANDERSON, PLS 8499
CITY AND COUNTY SURVEYOR
CITY AND COUNTY OF SAN FRANCISCO

BY: _____
JACOB F. REMS, PLS 4636
CHIEF SURVEYOR

London N. Breed
Mayor

Carla Short
Acting Director

Nicolas Huff
Bureau of Street-Use and Mapping Manager

Office of the
City and County Surveyor

Street-Use and Mapping
49 South Van Ness Ave.,
Suite 300,
San Francisco, CA 94103
Phone: (628) 271-2000

sfpublicworks.org
facebook.com/sfpublicworks
twitter.com/sfpublicworks

Nov 1, 2023

Transamerican Engineers
1390 Market St., #201
San Francisco, CA 94102
Tel. No. (415) 553-4092

TENTATIVE MAP APPROVAL

Project ID	11220
APN	4275/028
Address	1365-1371 York Street
Project Type	2 Lot Subdivision

Attention: Engineer / Surveyor

The Tentative Map which you submitted to this Agency for review is approved, subject to compliance with the following:

The C.C.S.F. Planning Code and all Planning Department conditions outlined in the attached Planning Department memo dated Oct 27, 2023.
[X] Copy of Planning Department approval/conditions

The C.C.S.F. Building Code and all Department of Building Inspection conditions outlined in the attached D.B.I. memo dated May 23, 2023.
[X] Copy of D.B.I. approval/conditions (check if attached)

All provisions of the CCSF Subdivision Code, CCSF Subdivision Regulations, CCSF Mapping Standards, CA Subdivision Map Act, and CA Professional Land Surveyors Act.

Please submit all applicable documents:

[X] **One (1) Check Print in PDF format of the final version of this map**

[ ] **One (1) copy of C.F.C. (Certificate of Final Completion)**

[X] **One (1) copy of the Map Checklist**

Do not submit check prints without complying with ALL of the above. Incomplete submittals will be returned and subject to $250 fee.

Sincerely,

KATHARINE S. ANDERSON, PLS 8499
CITY AND COUNTY SURVEYOR
CITY AND COUNTY OF SAN FRANCISCO

BY: _____
JACOB F. REMS, PLS 4636
CHIEF SURVEYOR

Khoo, Arthur (BOS)

From: Feeney, Claire (CPC)
Sent: Monday, November 13, 2023 1:13 PM
To: Deepa Varma; Mapping, Subdivision (DPW)
Subject: RE: Tenant with questions about a lot subdivision of my home

Categories: Jessica Dehghani

Hi Deepa,
Unfortunately I do not have a direct point of contact to recommend in DPW. Your email was sent 2 hours ago, it is normal to receive a response within 24-48 hours. Planning requires no public notice for subdivisions, DPW can tell you if their rules require any public notice.

The property owner is proposing a rear addition (2019-015007PRJ) to the 1365-1367 York building. Contact information for the architect, application paperwork, and plans are publicly available at https://sfplanninggis.org/PIM/. The addition is currently being redesigned because it is not yet Code compliant. A notice to cancel the project due to inactivity was recently sent but the project is back in action. Per Planning Code Sec. 311 this addition will require public notice before it can be approved.

Best,
Claire

Claire Feeney, AICP, Senior Planner
District 3, Current Planning Division
she/her
San Francisco Planning Department
49 South Van Ness Avenue, Suite 1400, San Francisco, CA 94103
Direct: 628.652.7313 | www.sfplanning.org
San Francisco Property Information Map

From: Deepa Varma <deepa@tenantstogether.org>
Sent: Monday, November 13, 2023 1:00 PM
To: Feeney, Claire (CPC) <claire.feeney@sfgov.org>; Mapping, Subdivision (DPW) <subdivision.mapping@sfdpw.org>
Subject: Re: Tenant with questions about a lot subdivision of my home

Thank you very much for your response. No requirement for public notice means no requirement for notice to the tenants as well? Do you have a sense of what my landlord might be trying to do given your expertise as a planner?

I did contact dpw as well and have not heard back. Do know who specifically I should talk to?

Thank you!

Deepa

Get Outlook for iOS

From: Feeney, Claire (CPC) <claire.feeney@sfgov.org>
Sent: Monday, November 13, 2023 12:55:13 PM
To: Deepa Varma <deepa@tenantstogether.org>; Mapping, Subdivision (DPW) <subdivision.mapping@sfdpw.org>
Subject: RE: Tenant with questions about a lot subdivision of my home

Hi Deepa,
Thank you for email. DPW is in charge of subdivisions and condos so I will defer to their expertise here. Planning's involvement is limited to confirming Code compliance as a step within DPW's procedures.

I reviewed this subdivision application and it is Code compliant, thus Planning has recommended that DPW approve it. Subdivisions and most condo conversions do not require public notice per the Planning Code.

If you have questions about your tenancy the Rent Board may a good resource to contact. Otherwise DPW can help with the rest of your questions. Thanks!

Best,
Claire

Claire Feeney, AICP, Senior Planner
District 3, Current Planning Division
she/her
San Francisco Planning Department
49 South Van Ness Avenue, Suite 1400, San Francisco, CA 94103
Direct: 628.652.7313 | www.sfplanning.org
San Francisco Property Information Map

From: Deepa Varma <deepa@tenantstogether.org>
Sent: Monday, November 13, 2023 11:09 AM
To: Feeney, Claire (CPC) <claire.feeney@sfgov.org>; Mapping, Subdivision (DPW) <subdivision.mapping@sfdpw.org>
Subject: Tenant with questions about a lot subdivision of my home

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Dear Ms. Feeney

I'm contacting you because I just found out about a tentative approval of a lot subdivision. I live at 1369 York Street, which is part of a 4 unit lot that I share with my neighbors of 14 years. I did not learn about the subdivision until a few days ago, from a neighbor who received notice, which none of the tenants who live here received. I'm concerned about condo conversion if the lot size is changed, and I know that could mean I lose my home. I'm hoping I could talk to you about what might be happening here, and what my options are. I love my home and my neighborhood, and I hope that the planning department supports the ability for tenants to stay in homes they can afford.

The address of the lot is 1365-1371, APN 4275-028
The PID is 11200.

You can contact me by phone at 347-563-3959, or email. I hope to hear from you soon.

Sincerely,

Deepa Varma

City and County of San Francisco
San Francisco Public Works - Bureau of Street Use and Mapping
49 South Van Ness Ave, Suite 300 - San Francisco, CA 94103
sfpublicworks.org - tel (628) 271-2000

Date: Aug 11, 2022

Department of Building Inspection
Plan Review Services
49 South Van Ness Avenue
5th Floor, Suite 590
San Francisco, CA 94103

Project ID:	11200		
Project Type:	2 Lot Subdivision		
Address#	**StreetName**	**Block**	**Lot**
1365 - 1371	YORK ST	4275	028
Tentative Map Referral			

To Whom It May Concern:

Pursuant to Section 1325 of the City and County of San Francisco Subdivision Code and Section 4.105 of the 1996 City Charter, a print of the above referenced Tentative Map is submitted for your review and consideration. Under the provisions of the Subdivision Map Act and the Subdivision Code, your Department must respond to the Bureau of Street-Use and Mapping within 30 days of the date of this letter. Failure to do so constitutes automatic approval from your department. Thank you for your timely review of this Tentative Map.

Sincerely,

BRS/st
Enclosures:

Tentative Map
DBI Requirements Form
Application Fee

_____
Chief Surveyor, Bureau of Street-Use and Mapping

This Tentative Map has been:

_____ Approved by DBI

_____ Conditionally Approved by DBI, Subject to the following conditions (Any requested documents should be sent in with a copy of this letter to Department of Building Inspection at the above address):

Date _____ Signed _____

London N. Breed
Mayor

Carla Short
Acting Director

Nicolas Huff
Bureau of Street-Use and
Mapping Manager

Office of the
City and County Surveyor

Street-Use and Mapping
49 South Van Ness Ave.,
Suite 300,
San Francisco, CA 94103
Phone: (628) 271-2000

sfpublicworks.org
facebook.com/sfpublicworks
twitter.com/sfpublicworks

Date: Nov 1, 2023
PID: 11200

THIS IS NOT A BILL.

This is a notice regarding the approval of a subdivision of real property at the following location:

Address: 1365-1371 York Street
APN: 4275-028

Public Works has approved Tentative Parcel Map and 11200, being a 2 Lot Subdivision project on stated parcel.

This notification letter is to inform you of your right to appeal this Tentative Map approval. If you would like to file an appeal of this approval, you must do so in writing with the Clerk of the Board of Supervisors **within ten (10) days of the date of this letter** along with a check in the amount of **$402.00**, payable to SF Public Works.

The Clerk of the Board is located at:

City Hall of San Francisco
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102
(415) 554-5184
http://sfbos.org/

Additional information for filing an appeal may be found at the Board of Supervisor's website, under the "Tentative Subdivision Map" link:
http://sfbos.org/appeal-information

For specific information about property history, zoning, planning applications, building permits, and more, please visit the Department of City Planning's website:
http://propertymap.sfplanning.org/

If you have any further questions on this matter, our email address is:
Subdivision.Mapping@sfdpw.org.

Sincerely,

KATHARINE S. ANDERSON, PLS 8499
CITY AND COUNTY SURVEYOR
CITY AND COUNTY OF SAN FRANCISCO

BY: Jacob F. Rems
JACOB F. REMS, PLS 4636
CHIEF SURVEYOR

City and County of San Francisco
San Francisco Public Works - Bureau of Street Use and Mapping
49 South Van Ness Ave, Suite 300 - San Francisco, CA 94103
sfpublicworks.org - tel (628) 271-2000

Attention: Mr. Corey Teague.

Please review* and respond to this referral within 30 days in accordance with the Subdivision Map Act.

(**In the course of review by City agencies, any discovered items of concern should be brought to the attention of Public Works for consideration.*)

Sincerely,

_____
William Blackwell, PLS Acting City and
County Surveyor

☐ The subject Tentative Map has been reviewed by the Planning Department and does comply with applicable provisions of the Planning Code. On balance, the Tentative Map is consistent with the General Plan and the Priority Policies of Planning Code Section 101.1 based on the attached findings. The subject referral is exempt from California Environmental Quality Act (CEQA) environmental review as categorically exempt Class _____, CEQA Determination Date _____, based on the attached checklist.

☐ The subject Tentative Map has been reviewed by the Planning Department and does comply with applicable provisions of the Planning Code subject to the attached conditions.

☐ The subject Tentative Map has been reviewed by the Planning Department and does not comply with applicable provisions of the Planning Code due to the following reason(s):

PLANNING DEPARTMENT

Signed_____ Date _____

Planner's Name _____
for, Corey Teague, Zoning Administrator

SAN FRANCISCO PUBLIC WORKS

London N. Breed
Mayor

Carla Short
Acting Director

Nicolas Huff
Bureau of Street-Use and Mapping Manager

Office of the
City and County Surveyor

Street-Use and Mapping
49 South Van Ness Ave.,
Suite 300,
San Francisco, CA 94103
Phone: (628) 271-2000

sfpublicworks.org
facebook.com/sfpublicworks
twitter.com/sfpublicworks

Nov 1, 2023

Transamerican Engineers
1390 Market St., #201
San Francisco, CA 94102
Tel. No. (415) 553-4092

TENTATIVE MAP APPROVAL

Project ID	11220
APN	4275/028
Address	1365-1371 York Street
Project Type	2 Lot Subdivision

Attention: Engineer / Surveyor

The Tentative Map which you submitted to this Agency for review is approved, subject to compliance with the following:

The C.C.S.F. Planning Code and all Planning Department conditions outlined in the attached Planning Department memo dated Oct 27, 2023.
[X] Copy of Planning Department approval/conditions

The C.C.S.F. Building Code and all Department of Building Inspection conditions outlined in the attached D.B.I. memo dated May 23, 2023.
[X] Copy of D.B.I. approval/conditions (check if attached)

All provisions of the CCSF Subdivision Code, CCSF Subdivision Regulations, CCSF Mapping Standards, CA Subdivision Map Act, and CA Professional Land Surveyors Act.

Please submit all applicable documents:

[X] **One (1) Check Print in PDF format of the final version of this map**

[ ] **One (1) copy of C.F.C. (Certificate of Final Completion)**

[X] **One (1) copy of the Map Checklist**

Do not submit check prints without complying with ALL of the above.
Incomplete submittals will be returned and subject to $250 fee.

Sincerely,

KATHARINE S. ANDERSON, PLS 8499
CITY AND COUNTY SURVEYOR
CITY AND COUNTY OF SAN FRANCISCO

BY: *Jacob F. Rems*
JACOB F. REMS, PLS 4636
CHIEF SURVEYOR

Khoo, Arthur (BOS)

From: BOS Legislation, (BOS)
Sent: Tuesday, November 14, 2023 9:04 AM
To: Mapping, Subdivision (DPW); Short, Carla (DPW); Anderson, Kate (DPW); Schneider, Ian (DPW); Tse, Bernie (DPW)
Cc: BOS-Operations; BOS Legislation, (BOS)
Subject: REQUEST FOR SUBDIVISION APPLICATION - MAILING LIST - APPEAL CHECK PICKUP: Appeal of Tentative Map - 1365-1371 York Street - Appeal Hearing - December 12, 2022
Attachments: Appeal Ltr 111323.pdf; Appeal Check Pickup.doc

Importance: High

Categories: MichaelC

Hello,

We received the attached Tentative Subdivision Map Appeal for the proposed 1365-1371 York Street project, filed by Deepa Varma on November 13, 2023.

The Clerk of the Board will be scheduling the Tentative Subdivision Map Appeal for a hearing with a tentative date of December 12, 2023, and a publishing date of December 1, 2023. We are reaching out to your department for the following support documents pertaining to the appeal:

1) Copy of the entire subdivision application and any relevant documents your office may have pertaining to 1365-1371 York Street as soon as possible for completeness of our file
Disclosure: Personal information that is provided in the application to the Board of Supervisors is subject to disclosure under the California Public Records Act and the San Francisco Sunshine Ordinance. Personal information provided will not be redacted.

2) Mailing list within a 300-foot radius of the appealed property, and names and addresses of interested parties to be notified of the hearing, in an excel spreadsheet format by **Wednesday, November 22**

3) Provide project sponsor and/or applicant contact information (name, email, mailing address, etc.)

4) Filing check for the appeal is available for pickup at the Clerk's Office

Please do not hesitate to contact our office if there are any questions or concerns. Thank you in advance.

Operations: Please note, Check #255 by Deepa Varma is in the cash box for pickup. Please have PW sign the attached word doc when the check is picked up. Thank you.

Best regards,
Lisa Lew
San Francisco Board of Supervisors
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102
T 415-554-7718 | F 415-554-5163
lisa.lew@sfgov.org | www.sfbos.org

(VIRTUAL APPOINTMENTS) To schedule a "virtual" meeting with me (on Microsoft Teams), please ask and I can answer your questions in real time.

Click here to complete a Board of Supervisors Customer Service Satisfaction form

The Legislative Research Center provides 24-hour access to Board of Supervisors legislation, and archived matters since August 1998.

Disclosures: *Personal information that is provided in communications to the Board of Supervisors is subject to disclosure under the California Public Records Act and the San Francisco Sunshine Ordinance. Personal information provided will not be redacted. Members of the public are not required to provide personal identifying information when they communicate with the Board of Supervisors and its committees. All written or oral communications that members of the public submit to the Clerk's Office regarding pending legislation or hearings will be made available to all members of the public for inspection and copying. The Clerk's Office does not redact any information from these submissions. This means that personal information—including names, phone numbers, addresses and similar information that a member of the public elects to submit to the Board and its committees—may appear on the Board of Supervisors' website or in other public documents that members of the public may inspect or copy.*

OWNERS' STATEMENT

"WE HEREBY STATE THAT WE ARE THE ONLY OWNERS OF OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THE HEREIN MAP, THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID REAL PROPERTY, AND THAT WE HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP AND SUBDIVISION.

WE FURTHER STATE THAT, AT OUR REQUEST, AND IN CONFORMANCE WITH THE SUBDIVISION CODE OF THE CITY AND COUNTY OF SAN FRANCISCO AND WITH SECTION 66445(e) OF THE GOVERNMENT CODE, THE SIGNATURE(S) OF THE HOLDER(S) OF BENEFICIAL INTEREST(S) OR THE TRUSTEE(S) OF SAID INTEREST(S) HAVE BEEN OMITTED FROM THIS PARCEL MAP. WE ALSO FURTHER STATE THAT THE CERTIFICATE OF CONSENT OF THESE PARTIES TO THIS MAP AND TO THE CONDOMINIUM PLAN AS REQUIRED BY SECTION 1351(e)(3)(D) OF THE CIVIL CODE HAS, OR WILL BE, OBTAINED BY SEPARATE INSTRUMENT.

IN WITNESS WHEREOF, WE, THE UNDERSIGNED, HAVE CAUSED THIS STATEMENT TO BE EXECUTED."

OWNERS:
KARIE RUBIN
DONOVAN FONES
ELEANOR S. JENNINGS

Karie Rubin
KARIE RUBIN

DONOVAN FONES

Eleanor S Jennings
ELEANOR S. JENNINGS

OWNER'S ACKNOWLEDGMENT:
STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO
ON 11/14/09 BEFORE ME, JIM LEACH
A NOTARY PUBLIC, PERSONALLY APPEARED KARIE RUBIN
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE
TO BE THE PERSON(S) WHOSE NAME(S) IS/~~ARE~~ SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT ~~HE~~/SHE/~~THEY~~ EXECUTED THE SAME IN ~~HIS~~/HER/~~THEIR~~ AUTHORIZED CAPACITY(~~IES~~), AND BY ~~HIS~~/HER/~~THEIR~~ SIGNATURE(~~S~~) ON THE INSTRUMENT THE PERSON(~~S~~), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(~~S~~) ACTED, EXECUTED THE INSTRUMENT.
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND.
SIGNATURE:
NAME: (PRINTED) JIM LEACH
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE.
PRINCIPAL PLACE OF BUSINESS : SAN FRANCISCO
COMMISSION EXPIRES: JAN 25, 2013
COMMISSION NUMBER: 1833218

OWNER'S ACKNOWLEDGMENT:
STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO
ON 11/13/09 BEFORE ME, JIM LEACH
A NOTARY PUBLIC, PERSONALLY APPEARED DONOVAN FONES
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE
TO BE THE PERSON(S) WHOSE NAME(S) IS/~~ARE~~ SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT ~~HE~~/~~SHE~~/~~THEY~~ EXECUTED THE SAME IN ~~HIS~~/~~HER~~/~~THEIR~~ AUTHORIZED CAPACITY(~~IES~~), AND BY ~~HIS~~/~~HER~~/~~THEIR~~ SIGNATURE(~~S~~) ON THE INSTRUMENT THE PERSON(~~S~~), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(~~S~~) ACTED, EXECUTED THE INSTRUMENT.
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND.
SIGNATURE:
NAME: (PRINTED) JIM LEACH
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE.
PRINCIPAL PLACE OF BUSINESS : SAN FRANCISCO
COMMISSION EXPIRES: JAN 25, 2013
COMMISSION NUMBER: 1833218

OWNER'S ACKNOWLEDGMENT:
STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO
ON 11/14/09 BEFORE ME, JIM LEACH
A NOTARY PUBLIC, PERSONALLY APPEARED ELEANOR S. JENNINGS
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE
TO BE THE PERSON(S) WHOSE NAME(S) IS/~~ARE~~ SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT ~~HE~~/SHE/~~THEY~~ EXECUTED THE SAME IN ~~HIS~~/HER/~~THEIR~~ AUTHORIZED CAPACITY(~~IES~~), AND BY ~~HIS~~/HER/~~THEIR~~ SIGNATURE(~~S~~) ON THE INSTRUMENT THE PERSON(~~S~~), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(~~S~~) ACTED, EXECUTED THE INSTRUMENT.
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND.
SIGNATURE:
NAME: (PRINTED) JIM LEACH
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE.
PRINCIPAL PLACE OF BUSINESS : SAN FRANCISCO
COMMISSION EXPIRES: JAN 25, 2013
COMMISSION NUMBER: 1833218

58

CITY AND COUNTY SURVEYOR'S STATEMENT

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

BRUCE R. STORRS, CITY AND COUNTY SURVEYOR
CITY AND COUNTY OF SAN FRANCISCO

Bruce St
BRUCE STORRS
LS 6914
LICENSE EXPIRES 9-30-2011

DATE: DECEMBER 4, 2009

PROFESSIONAL LAND SURVEYOR
BRUCE R. STORRS
No. 6914
Exp. 9.30.11
STATE OF CALIFORNIA

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF DONOVAN FONES ON JULY 5, 2007. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY, AND THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

PERICLES MINOS COSSEBOOM L.S. 5102 EXP. 6/11

LICENSED LAND SURVEYOR
PERICLES M. COSSEBOOM
Exp. 6/11
NO 5102
STATE OF CALIFORNIA

12/27/09

RECORDER'S STATEMENT
FILED THIS 10th DAY OF DECEMBER, 2009, AT 8:13A M IN
BOOK 112 OF CONDOMINIUM MAPS AT PAGES 58-59
AT THE REQUEST OF PERICLES COSSEBOOM, L.S.
SIGNED:
COUNTY RECORDER
CITY AND COUNTY OF SAN FRANCISCO

FILED
Not Returnable

San Francisco Assessor-Recorder
Phil Ting, Assessor-Recorder
DOC- 2009-I884417-00
Check Number 1230
Thursday, DEC 10, 2009 08:13:00
Ttl Pd $11.00 Rcpt # 0003807967
REEL K036 IMAGE 0239
ota/TD/1-2

PARCEL MAP 5158

A TWO UNIT RESIDENTIAL CONDOMINIUM PROJECT

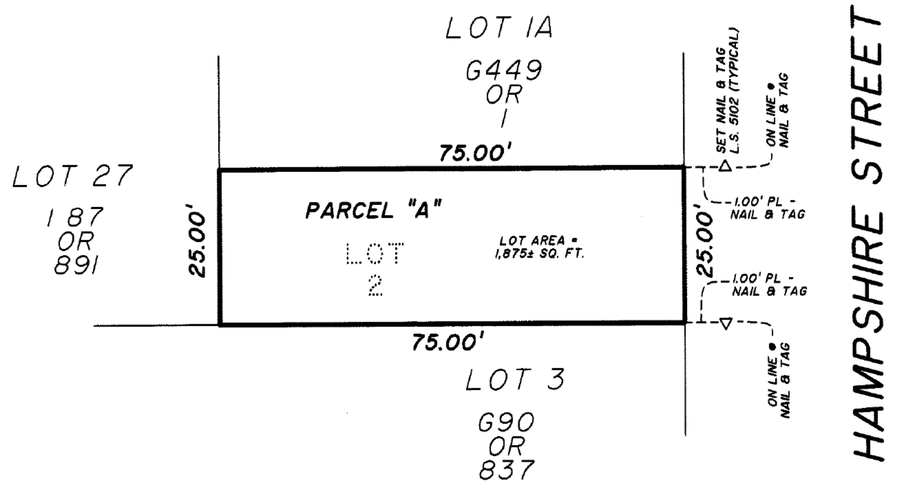
A SUBDIVISION OF THAT REAL PROPERTY DESCRIBED IN THAT CERTAIN DEED RECORDED ON JUNE 1, 2005 IN REEL I 901 AT IMAGE 218 CITY AND COUNTY OF SAN FRANCISCO CALIFORNIA

December, 2009

PERI COSSEBOOM
LICENSED LAND SURVEYORS
584 Castro St., Ste. 840
San Francisco, Ca. 94114
(415) 391-9900

AB 4275 LOT 2
PROJECT ADDRESS:
1322-1324 HAMPSHIRE ST.

Job No. 3260
12/09



SITE DETAIL

SCALE: 1"=16'

THE INTERIOR ANGLES MEASURED AT THE CORNERS OF THE PREMISES SURVEYED ARE 90°.

ESTABLISHMENT OF THE SIDELINES OF THE STREETS:

THE WESTERLY LINE OF HAMPSHIRE STREET AND THE SOUTHERLY LINE OF 25TH STREET WERE ESTABLISHED BY OCCUPANCY. THIS WAS SUBSTANTIATED BY A SURVEY OF THE LINES OF POSSESSION ON THIS BLOCK AS EVIDENCED BY THE LOCATION OF STRUCTURES AND SURVEY REFERENCE POINTS OF UNKNOWN ORIGIN (eg."L" CUTS).

EXCEPT AS SHOWN HEREON THE INFORMATION SHOWN ON MONUMENT MAP 280, FILED IN THE OFFICE OF THE CITY ENGINEER OF THE CITY AND COUNTY OF SAN FRANCISCO WAS EVALUATED BUT NOT USED IN THE PERFORMANCE OF THIS SURVEY.

THE OTHER STREET LINES SHOWN HEREON WERE NOT ESTABLISHED. THEY ARE SHOWN HEREON TO FACILITATE THE RECOVERY OF MONUMENT LINE REFERENCE POINTS.

BASIS OF SURVEY:

DEED, RECORDED JUNE 1, 2005, IN BOOK 1 901 AT PAGE 218 OF THE OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO.

DETAILS NEAR PROPERTY LINES ARE NOT TO SCALE AND HAVE BEEN EXAGGERATED FOR CLARITY.

UNLESS NOTED OTHERWISE ALL MEASUREMENTS TO MONUMENT LINES SHOWN HEREON ARE MEASURED AT 90 DEGREE ANGLES TO THE PROPERTY LINES.

DISTANCES ARE MEASURED IN FEET AND DECIMALS THEREOF.

ASSESSOR'S PARCEL NUMBERS SHOWN HEREON ARE FOR INFORMATIONAL PURPOSES ONLY AND SHALL NOT BE RELIED UPON FOR ANY OTHER PURPOSE.

UNIT	LOT
1322	31
1324	32

GENERAL NOTES

A) THIS MAP IS THE SURVEY MAP PORTION OF A CONDOMINIUM PLAN AS DESCRIBED IN SECTION 1351 (e), CALIFORNIA CIVIL CODE AND THE MAXIMUM NUMBER OF UNITS PERMITTED IS TWO (2).

B) ALL INGRESS(ES), EGRESS(ES), PATH(S) OF TRAVEL, FIRE/EMERGENCY EXIT(S) AND EXITING COMPONENTS, EXIT PATHWAY(S) AND PASSAGEWAY(S), STAIRWAY(S), CORRIDOR(S), ELEVATOR(S), AND COMMON USE ACCESSIBLE FEATURE(S) AND FACILITIES SUCH AS REST ROOMS THAT THE BUILDING CODE REQUIRES FOR COMMON USE SHALL BE HELD IN COMMON UNDIVIDED INTEREST.

C) UNLESS SPECIFIED OTHERWISE IN THE GOVERNING DOCUMENTS OF A CONDOMINIUM HOMEOWNERS' ASSOCIATION, INCLUDING ITS CONDITIONS, COVENANTS, AND RESTRICTIONS, THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE, IN PERPETUITY, FOR THE MAINTENANCE, REPAIR, AND REPLACEMENT OF:

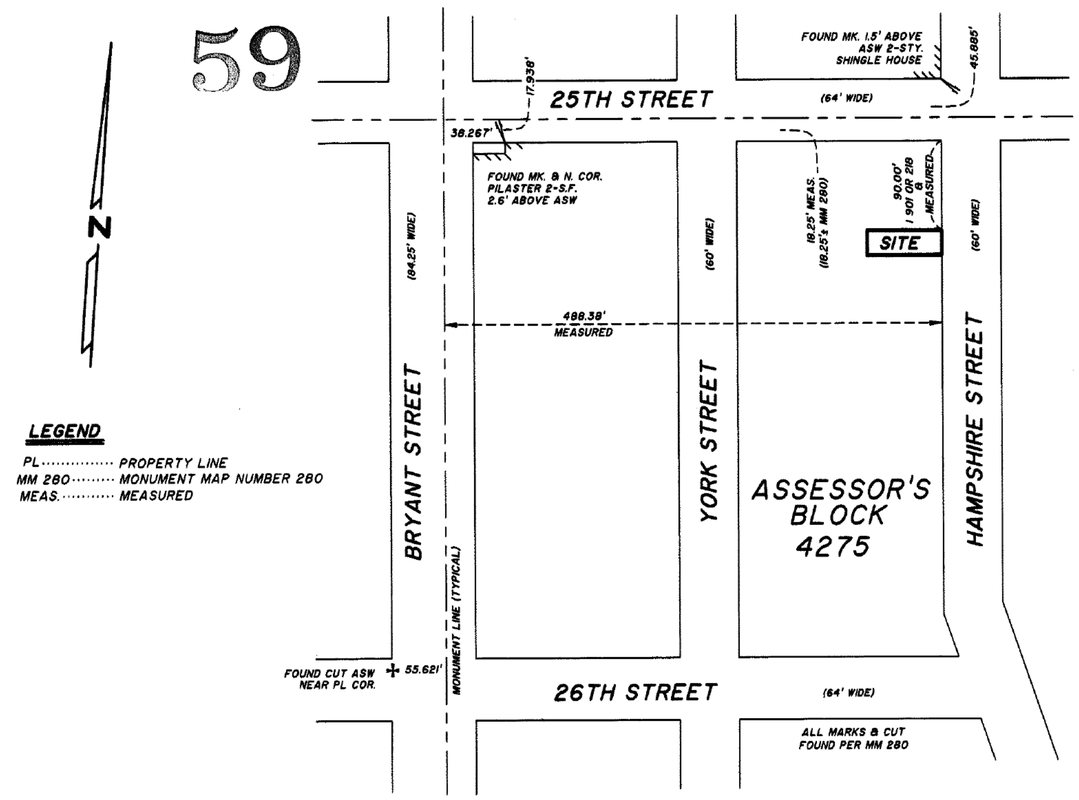
(I) ALL GENERAL USE COMMON AREA IMPROVEMENTS; AND
(II) ALL FRONTING SIDEWALKS, ALL PERMITTED OR UNPERMITTED PRIVATE ENCROACHMENTS AND PRIVATELY MAINTAINED STREET TREES FRONTING THE PROPERTY, AND ANY OTHER OBLIGATION IMPOSED ON PROPERTY OWNERS FRONTING A PUBLIC RIGHT-OF-WAY PURSUANT TO THE PUBLIC WORKS CODE OR OTHER APPLICABLE MUNICIPAL CODES.

D) IN THE EVENT THE AREAS IDENTIFIED IN (C)(II) ARE NOT PROPERLY MAINTAINED, REPAIRED, AND REPLACED ACCORDING TO THE CITY REQUIREMENTS, EACH HOMEOWNER SHALL BE RESPONSIBLE TO THE EXTENT OF HIS/HER PROPORTIONATE OBLIGATION TO THE HOMEOWNERS' ASSOCIATION FOR THE MAINTENANCE, REPAIR, AND REPLACEMENT OF THOSE AREAS. FAILURE TO UNDERTAKE SUCH MAINTENANCE, REPAIR, AND REPLACEMENT MAY RESULT IN CITY ENFORCEMENT AND ABATEMENT ACTIONS AGAINST THE HOMEOWNERS' ASSOCIATION AND/OR THE INDIVIDUAL HOMEOWNERS, WHICH MAY INCLUDE, BUT NOT BE LIMITED TO IMPOSITION OF A LIEN AGAINST THE HOMEOWNER'S PROPERTY.

E) APPROVAL OF THIS MAP SHALL NOT BE DEEMED APPROVAL OF THE DESIGN, LOCATION, SIZE, DENSITY OR USE OF ANY STRUCTURE(S) OR ANCILLARY AREAS OF THE PROPERTY ASSOCIATED WITH STRUCTURES, NEW OR EXISTING, WHICH HAVE NOT BEEN REVIEWED OR APPROVED BY APPROPRIATE CITY AGENCIES NOR SHALL SUCH APPROVAL CONSTITUTE A WAIVER OF THE SUBDIVIDER'S OBLIGATION TO ABATE ANY OUTSTANDING MUNICIPAL CODE VIOLATIONS. ANY STRUCTURES CONSTRUCTED SUBSEQUENT TO APPROVAL OF THIS PARCEL MAP SHALL COMPLY WITH ALL RELEVANT MUNICIPAL CODES, INCLUDING BUT NOT LIMITED TO THE PLANNING, HOUSING AND BUILDING CODES, IN EFFECT AT THE TIME OF ANY APPLICATION FOR REQUIRED PERMITS.

F) BAY WINDOWS, FIRE ESCAPES AND OTHER ENCROACHMENTS (IF ANY SHOWN HEREON, THAT EXIST, OR THAT MAY BE CONSTRUCTED) ONTO OR OVER HAMPSHIRE STREET ARE PERMITTED THROUGH AND ARE SUBJECT TO THE RESTRICTIONS SET FORTH IN THE BUILDING CODE AND PLANNING CODE OF THE CITY AND COUNTY OF SAN FRANCISCO. THIS MAP DOES NOT CONVEY ANY OWNERSHIP INTEREST IN SUCH ENCROACHMENT AREAS TO THE CONDOMINIUM UNIT OWNER(S).

G) ENCROACHMENT FROM/ONTO ADJOINING PROPERTIES THAT MAY EXIST OR MAY BE CONSTRUCTED IS HEREBY ACKNOWLEDGED AND IT SHALL BE THE RESPONSIBILITY SOLELY OF THE PROPERTY OWNERS INVOLVED TO RESOLVE ANY ISSUES THAT MAY ARISE THEREFROM. THIS MAP DOES NOT CONVEY ANY OWNERSHIP INTEREST IN SUCH ENCROACHMENT AREAS TO THE PROPERTY OWNERS.



TIES TO CONTROLLING MONUMENTS

SCALE: 1"=100'

PARCEL MAP 5158

A TWO UNIT RESIDENTIAL CONDOMINIUM PROJECT

A SUBDIVISION OF THAT REAL PROPERTY DESCRIBED IN THAT CERTAIN DEED RECORDED ON JUNE 1, 2005 IN REEL 1 901 AT IMAGE 218 CITY AND COUNTY OF SAN FRANCISCO CALIFORNIA

Scale: As Shown **December, 2009**

PERI COSSEBOOM
LICENSED LAND SURVEYORS
584 Castro St., Ste. 840
San Francisco, Ca. 94114
(415) 391-9900

AB 4275 LOT 2
PROJECT ADDRESS:
1322-1324 HAMPSHIRE ST.

Job No. 3260
12/09

MON. MAP
279

280 — 290

26TH ST. 803.375' 64' 60' 84.25' 60' 64' 60' 6'± 6'± 6'±

TION • IRVINE, CALIFORNIA
/ NUMBER 075AR
OF PRINT ON THIS LINE
PLAN HOLD CORPORATION • IRVINE, CALIFORNIA
REORDER BY NUMBER 075AR
POSITION EDGE OF PRINT ON THIS LINE
PLAN HOLD CORPORATION • IRVINE, CALIFORNIA
REORDER BY NUMBER 075AR
POSITION EDGE OF PRINT ON THIS LINE
PLAN HOLD CORPORATION •
REORDER BY NUMBE
POSITION EDGE OF PRINT ON

281

280

TWENTY-SECOND ST.

R. R.

S. P.

TWENTY-THIRD ST.

289

ST. AVE. ST. TWENTY-FOURTH ST. ST. ST. ST. ST.

263

FOLSOM ST. TREAT BALMY ST. HARRISON TWENTY-FIFTH ALABAMA FLORIDA (Channel to Serpentine Ave. formerly Columbia St. 1882 #1694) ST. BRYANT (formerly Bryant Ave. 1895 #2833) YORK HAMPSHIRE

290

LUCKY (formerly Garfield Ave.) Dec. 8, 09 O-4, 988

GARFIELD SQUARE.

Vacated-Res.#149-69 3-3-69 B.10, P.116
(See Res. For Condition)
Ded. Res.#823-90 Rescinding Res.#149-69
10-21-91 B.10, P.87
Vacated-Res.#930-91 Rescinding
Res.#823-90 10-18-91 B.10, P.88
Ded. ORD.#361-93, 11-18-93 B.10, P.97
(A-17-143)

TWENTY-SIXTH ST. (formerly Navy St. 1861 #385)

See City Attorney Opinion May 7, 1910
not open Public Street City has no
Jurisdiction
Closed by Act Legislature
Mar. 16, 1878.
SERPENTINE

Q.C.D. Recorded 10-18-29
1913 OR. Pg. 426

Dedicated 10-18-26
By Res. 26321

TREAT AVE
CLOSED 6/17/41
Q.C.D. TO MO. AUTH.
RES. 1686 N.S. REC.
8/6/43

265

219

REVISED	CHECKED
Sept. 1970, S. J.	Nov., 1970, W.E.C.
Dec. 1970, C.D.A.	Dec., 1970, W.E.C.
Nov., 1975, G.C.	Dec. 1975 W.E.C.

Revised: January 1968, S. J.
Checked: April, 1968, W.E.C.
(Base Map Reproduced From 100' Scale Map)

281

TWENTY-SECOND ST.

TWENTY-THIRD ST.

TWENTY-FOURTH ST.

TWENTY-FIFTH ST.

TWENTY-SIXTH ST.

SIDEWALKS Q-20-295 1.93%

SIDEWALKS Q-20-295 0.96%

SIDEWALKS Q-20-295 0.38%

Q-20-295

Q-20-295

FOLSOM ST.

LUCKY ST.

TREAT AVE.

BALMY ST.

HARRISON ST.

ALABAMA ST.

FLORIDA ST.

BRYANT ST.

YORK ST.

HAMPSHIRE ST.

GARFIELD SQUARE.

MIDDLE BLOCK 39

MIDDLE BLOCK 43

289

290

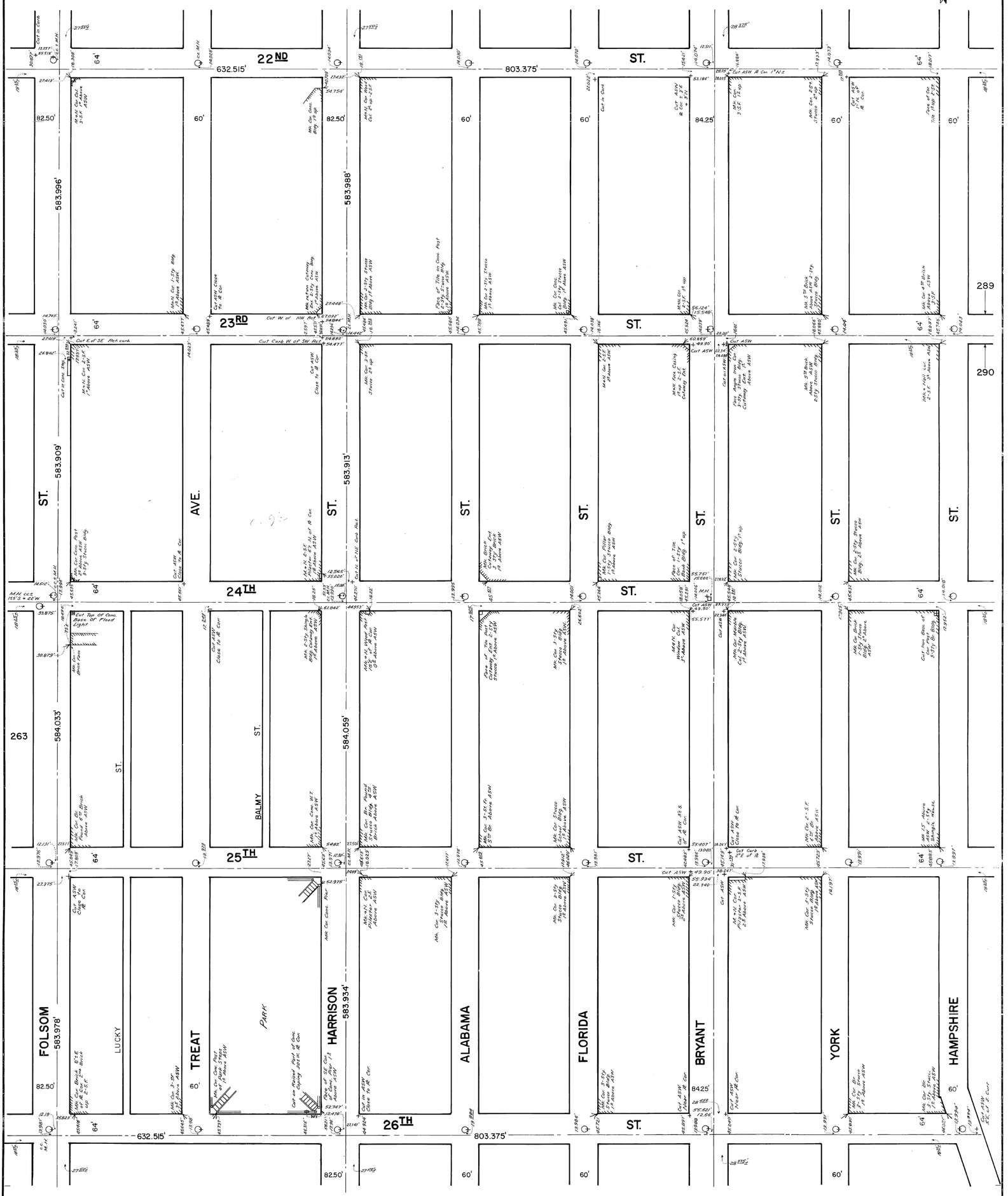
263

265

279

MON. MAP
280

281



265 — 279

MON. DISTRICT BOUNDARY.

CAUTION: THIS MONUMENT MAP IS NOT INTENDED FOR CROSS-BOUNDARY TIES OR USE OF MONUMENT DATA BEYOND BOUNDARY LINE. ANY SUCH PRACTICE MAY REQUIRE APPROPRIATE ADJUSTMENT.

AMENDS MON. MAP W-8-10

NO.	DATE	NOTES	DESCRIPTION	BY	APPR.
2	3-90	3529 / 17877 M	NE Cor. Harrison & 25th. - Chg. N-S cutoff dist. to 45.613	JG	SY.
1	9-69		Delete & Tie to Mon. Line. Add & Tie to Mon. Line.	TC.	W.B.

REVISIONS

LEGEND:
- + CUT
- ■ STONE OR CONCRETE MON.
- ✕ IRON PIN MON.
- ⊙ LEAD PLUG & BRASS TACK.
- 664.329' ——— – DISTANCE MON. LINE TO MON. LINE.

CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF PUBLIC WORKS
BUREAU OF ENGINEERING
DIVISION OF SURVEYS AND MAPPING

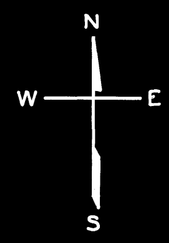
SCALE: NONE | INDEX NO. 3529 | ORDER NO. 17877M

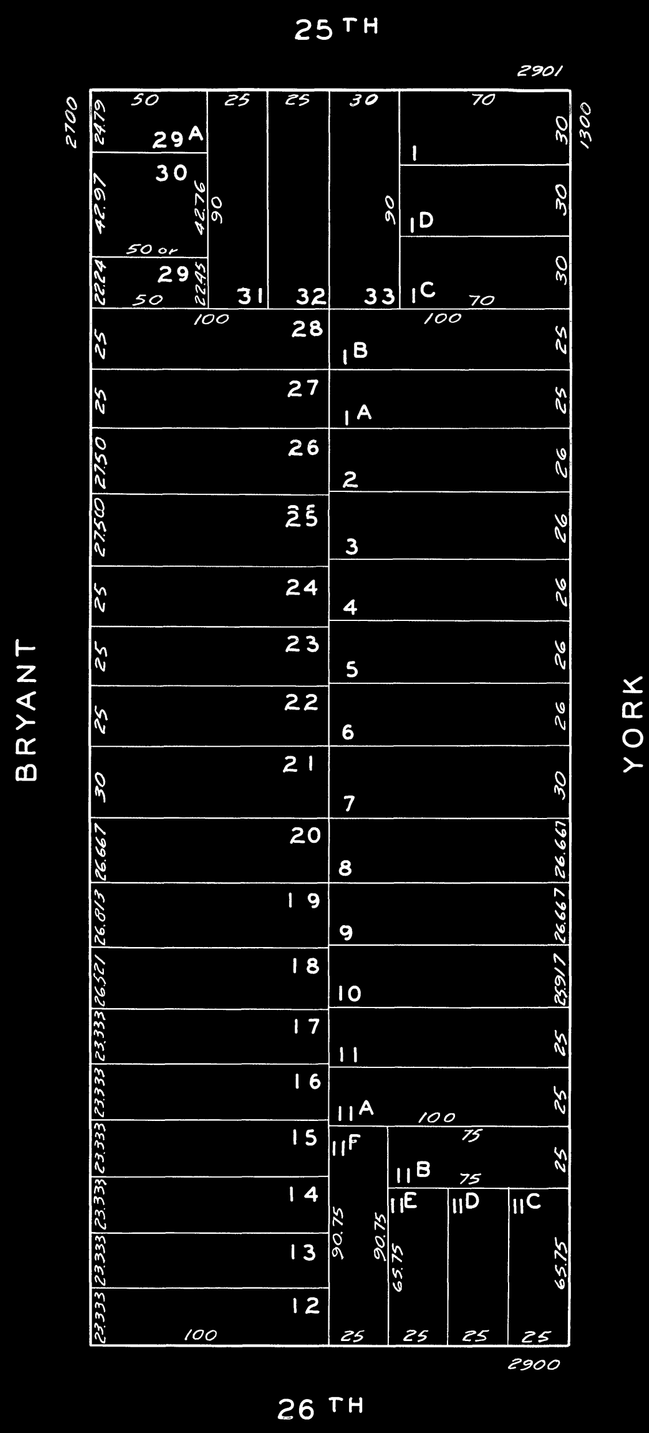
APPROVED: CHIEF SURVEYOR W.B. 9/69 DIVISION ENGR. S.C.G. 8-69

© COPYRIGHT SAN FRANCISCO
CITY & COUNTY ASSESSOR 1995

4274

MISSION BLK 178





RECORDING REQUESTED BY:

Old Republic Title Company

Order No.: 0219016930-MP
APN: Block 4275 -Lot 003

When Recorded Mail Document and Tax Statements to:

Charles Ma
59 Chenery St.
San Francisco, CA 94131

20159K01018100003
San Francisco Assessor-Recorder
Carmen Chu, Assessor-Recorder
DOC 2015-K010181-00
Acct 5002-Old Republic Title Company
Thursday, JAN 22, 2015 09:51:43
Ttl Pd $9,031.00 Nbr-0005089367
ofa/RE/1-3

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

1330 Hampshire St.

Grant Deed

The undersigned grantor(s) declare(s):
Documentary Transfer Tax is $9,000.00
(X) computed on full value of property conveyed, or
( ) computed on full value less of liens and encumbrances remaining at time of sale.
( ) Unincorporated area: (X) City of San Francisco

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Randy B. Cadelina and Teresita S. Cadelina, husband and wife

hereby GRANT(S) to
Charles Ma, a married man, as his sole and separate property

that property in City of San Francisco, San Francisco County, State of California, described as:
See "Exhibit A" attached hereto and made a part hereof.

Date: January 20, 2015

Randy B. Cadelina

Teresita S. Cadelina

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

State of California
County of San Francisco

On the 21st day of January, 2015 before me, Michelle Patterson a Notary Public, personally appeared Randy B. Cadelina & Teresita S. Cadelina, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

Name: Michelle Patterson
(Typed or Printed)

MICHELLE PATTERSON
Commission # 1940916
Notary Public - California
San Francisco County
My Comm. Expires Jul 12, 2015

(Seal)

MP/mp

ORDER NO. : 0219016930-MP

EXHIBIT A

The land referred to is situated in the County of San Francisco, City of San Francisco, State of California, and is described as follows:

Beginning at a point on the Westerly line of Hampshire Street, distant thereon 115 feet Northerly from the Southwesterly corner of Hampshire Street and 25th Street; and running thence Southerly along said line of Hampshire Street 25 feet; thence at a right angle Westerly 100 feet; thence at a right angle Northerly 25 feet; thence at a right angle Easterly 100 feet to the point of beginning.

Being a portion of Mission Block No. 177

Assessor's Lot 003; Block 4275

RECORDING REQUESTED BY:

Old Republic Title Company

Escrow No.: 0224039011
APN: Lot 003; Block 4275
Situs: 1330 Hampshire Street

When Recorded Mail Document and Tax Statements to:

Align Design & Development, Inc.
1624 Alabama Street
San Francisco, CA 94110

20169K24245700003
San Francisco Assessor-Recorder
Carmen Chu, Assessor-Recorder
DOC 2016-K242457-00
Acct 5002-Old Republic Title Company
Tuesday, MAY 10, 2016 09:53:49
Ttl Pd $24.00 Nbr-0005361256
tn2/RE/1-3

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

Grant Deed

The undersigned grantor(s) declare(s):
Documentary Transfer Tax is $0.00
(X) computed on full value of property conveyed, or
( ) computed on full value less of liens and encumbrances remaining at time of sale.
( ) Unincorporated area: (X) City of San Francisco

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Charles Ma, a married man, as his sole and separate property

hereby GRANT(S) to
Align Design & Development Inc., a California Corporation

that property in City of San Francisco, San Francisco County, State of California, described as:
See "Exhibit A" attached hereto and made a part hereof.

Date: May 02, 2016

Charles Ma

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

State of CALIFORNIA
County of San Francisco

On 5/4/16 before me, Y. Gonzalez a Notary Public, personally appeared Charles Ma, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

Name: Y. Gonzalez
(Typed or Printed)

Y. GONZALEZ
Commission # 1993608
Notary Public - California
San Francisco County
My Comm. Expires Oct 11, 2016

(Seal)

ORDER NO. : 0224039011-KN

EXHIBIT A

The land referred to is situated in the County of San Francisco, City of San Francisco, State of California, and is described as follows:

Beginning at a point on the Westerly line of Hampshire Street, distant thereon 115 feet Northerly from the Southwesterly corner of Hampshire Street and 25th Street; and running thence Southerly along said line of Hampshire Street 25 feet; thence at a right angle Westerly 100 feet; thence at a right angle Northerly 25 feet; thence at a right angle Easterly 100 feet to the point of beginning.

Being a portion of Mission Block No. 177.

Assessor's Lot 003; Block 4275

Order No.
Escrow No. C312137
Loan No.
First American Title

WHEN RECORDED MAIL TO:

Robert Binkley and Lisa M. Voss
1334 Hampshire Street
San Francisco, CA 94110

San Francisco Assessor-Recorder
Doris M. Ward, Assessor-Recorder
DOC- 2001-G924752-00
Acct 3-FIRST AMERICAN Title Company
Friday, MAR 30, 2001 13:00:00
Ttl Pd $4,219.20 Nbr-0001581027

REEL H856 IMAGE 0396
efa/FT/1-2

2 8

DOCUMENTARY TRANSFER TAX $ 4,209.20

____Computed on the consideration or value of property conveyed; OR
____Computed on the consideration or value less liens or encumbrances remaining at time of sale.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

As declared by the undersigned Grantor
Signature of Declarant or Agent determining tax - Firm Name

Lot 4, Block 4275

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Jose J. Zalba and Maria P. Zalba, Trustees of the Zalba Family Trust Agreement dated June 16, 1998

hereby GRANT(S) to

Robert Binkley an unmarried man and Lisa M. Voss an unmarried woman, tenants in common

the real property in the City of **San Francisco**
County of **San Francisco** , State of California, described as

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

Dated March 26, 2001

STATE OF CALIFORNIA }
COUNTY OF San Francisco } ss.

On March 26 2001 before me,
Melanie Wiitala,
personally appeared Jose J. Zalba and Maria P. Zalba,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.

Signature

Jose J. Zalba

Maria P. Zalba

MELANIE WIITALA
Comm. # 1265515
NOTARY PUBLIC-CALIFORNIA
City and County of San Francisco
My Comm. Expires May 29, 2004

MAIL TAX STATEMENTS TO:

SAME AS ABOVE

1002-SM(1/84)



First American Title Insurance Company

A subsidiary of The First American Financial Corporation

G924752

The property in the City and County of San Francisco, State of California, described as follows:

BEGINNING at a point on the westerly line of Hampshire Street, distant thereon 140 feet southerly from the southwesterly corner of 25th Street and Hampshire Street; running thence southerly along said westerly line of Hampshire Street 30 feet; thence at a right angle westerly 100 feet; thence at a right angle northerly 30 feet; and thence at a right angle easterly 100 feet to the point of beginning.

BEING a portion of Mission Block No. 177.

EXHIBIT "A"

RECORDING REQUESTED BY:
Fidelity National Title Company
Escrow No.: 12-558610-KL
Locate No.: CAFNT0938-0938-0019-0000558610
Title No.: 12-558610-JJ

When Recorded Mail Document and Tax Statement To:
Lisa M. Denney
1302 South Delaware St
San Mateo, CA 94402

San Francisco Assessor-Recorder
Phil Ting, Assessor-Recorder
DOC- 2012-J473460-00
Acct 11-FIDELITY NATIONAL Title Company
Wednesday, AUG 15, 2012 08:00:00
Ttl Pd $20.00 Rcpt # 0004474571
REEL K711 IMAGE 0120
ogi/DM/1-2

APN: Lot 004, Block 4275

SPACE ABOVE THIS LINE FOR RECORDER'S USE

INTERSPOUSAL TRANSFER DEED

(Excluded from reappraisal under California Constitution Article 13 A Section 1 et seq.)

The undersigned grantor(s) declare(s)

Documentary transfer tax is $ 0.00 City Tax is $ 0.00

[ ] Unincorporated area: [ ] City of **San Francisco**

- is exempt from imposition of the Documentary Transfer Tax pursuant to Revenue and Taxation Code 11927(a), on transferring community, quasi-community, or quasi-marital property, assets between spouses, pursuant to a judgment, an order, or a written agreement between spouses in contemplation of any such judgment or order.

This is an Interspousal Transfer and not a change in ownership under Section 63 of the Revenue and Taxation Code and Grantor(s) has (have) checked the applicable exclusion from reappraisal:

- A creation, transfer, or termination, solely between spouses, of any co-owner's interest.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Dan Denney, Jr, husband of granteee herein**
hereby GRANT(S) to **Lisa M. Denney , a married woman as her sole and separate property**
the 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

The grantor is executing this instrument for the purpose of relinquishing all of grantor's rights, title and interest, including, but not limited to, any community property interest in and to the land described herein and placing title in the name of the grantee as his/her separate property.

DATED: August 7, 2012

Dan W. Denney Jr.
Dan Denney, Jr

State of California
County of San Mateo }

On August 9, 2012 before me, K. Guzman, Notary Public (here insert name and title of the officer), personally appeared Dan Denney, Jr.
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature K Guzman (Seal)

K. GUZMAN
COMM. #1905047
NOTARY PUBLIC • CALIFORNIA
SAN FRANCISCO COUNTY
Comm. Exp. SEPT. 23, 2014

MAIL TAX STATEMENT AS DIRECTED ABOVE

Escrow No.: 12-558610-KL
Locate No.: CAFNT0938-0938-0019-0000558610
Title No.: 12-558610-JJ

EXHIBIT "A"

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

BEGINNING AT A POINT ON THE WESTERLY LINE OF HAMPSHIRE STREET, DISTANT THEREON 140 FEET SOUTHERLY FROM THE SOUTHWESTERLY CORNER OF 25TH STREET AND HAMPSHIRE STREET; RUNNING THENCE SOUTHERLY ALONG SAID WESTERLY LINE OF HAMPSHIRE STREET 30 FEET; THENCE AT A RIGHT ANGLE WESTERLY 100 FEET; THENCE AT A RIGHT ANGLE NORTHERLY 30 FEET; AND THENCE AT A RIGHT ANGLE EASTERLY 100 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF MISSION BLOCK NO. 177.

APN: Lot 004, Block 4275

RECORDING REQUESTED BY:
Fidelity National Title Company
Escrow No.: 12-558610-KL
Locate No.: CAFNT0938-0938-0019-0000558610
Title No.: 12-558610-JJ

When Recorded Mail Document and Tax Statement To:
Robert Binkley
1302 South Delaware St
San Mateo , CA 94402

San Francisco Assessor-Recorder
Phil Ting, Assessor-Recorder
DOC- 2012-J473461-00
Acct 11-FIDELITY NATIONAL Title Company
Wednesday, AUG 15, 2012 08:00:00
Ttl Pd $20.00 Rcpt # 0004474572
REEL K711 IMAGE 0121
ogi/DM/1-2

APN: Lot 004, Block 4275 1334-1336 HAMPSHIRE ST SPACE ABOVE THIS LINE FOR RECORDER'S USE

INTERSPOUSAL TRANSFER DEED

(Excluded from reappraisal under California Constitution Article 13 A Section 1 et seq.)

The undersigned grantor(s) declare(s)

Documentary transfer tax is $ 0.00 City Tax is $ 0.00

[ ] Unincorporated area: [ ] City of **San Francisco**

- is exempt from imposition of the Documentary Transfer Tax pursuant to Revenue and Taxation Code 11927(a), on transferring community, quasi-community, or quasi-marital property, assets between spouses, pursuant to a judgment, an order, or a written agreement between spouses in contemplation of any such judgment or order.

This is an Interspousal Transfer and not a change in ownership under Section 63 of the Revenue and Taxation Code and Grantor(s) has (have) checked the applicable exclusion from reappraisal:

- A creation, transfer, or termination, solely between spouses, of any co-owner's interest.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Jill Binkley, wife of grantee herein** hereby GRANT(S) to **Robert Binkley, a married man as his sole and separate property**

the 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

The grantor is executing this instrument for the purpose of relinquishing all of grantor's rights, title and interest, including, but not limited to, any community property interest in and to the land described herein and placing title in the name of the grantee as his/her separate property.

DATED: August 7, 2012

State of California)
County of Santa Clara)

Jill Binkley

On August 9, 2012 before me, K. Guzman, Notary Public (here insert name and title of the officer), personally appeared Jill Binkley,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature K. Guzman (Seal)

K. GUZMAN
COMM. #1905047
NOTARY PUBLIC • CALIFORNIA
SAN FRANCISCO COUNTY
Comm. Exp. SEPT. 23, 2014

MAIL TAX STATEMENT AS DIRECTED ABOVE

Escrow No.: 12-558610-KL
Locate No.: CAFNT0938-0938-0019-0000558610
Title No.: 12-558610-JJ

EXHIBIT "A"

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

BEGINNING AT A POINT ON THE WESTERLY LINE OF HAMPSHIRE STREET, DISTANT THEREON 140 FEET SOUTHERLY FROM THE SOUTHWESTERLY CORNER OF 25TH STREET AND HAMPSHIRE STREET; RUNNING THENCE SOUTHERLY ALONG SAID WESTERLY LINE OF HAMPSHIRE STREET 30 FEET; THENCE AT A RIGHT ANGLE WESTERLY 100 FEET; THENCE AT A RIGHT ANGLE NORTHERLY 30 FEET; AND THENCE AT A RIGHT ANGLE EASTERLY 100 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF MISSION BLOCK NO. 177.

APN: Lot 004, Block 4275

RECORDING REQUESTED BY:
Fidelity National Title Company
Escrow No.: 12-558610-KL
Locate No.: CAFNT0938-0938-0019-0000558610
Title No.: 12-558610-JJ

When Recorded Mail Document and Tax Statement To:
Robert Binkley and
1302 South Delaware St
San Mateo, CA 94402

San Francisco Assessor-Recorder
Phil Ting, Assessor-Recorder
DOC- 2012-J473462-00
Acct 11-FIDELITY NATIONAL Title Company
Wednesday, AUG 15, 2012 08:00:00
Ttl Pd $20.00 Rcpt # 0004474573
REEL K711 IMAGE 0122
ogi/DM/1-2

APN: Lot 004, Block 4275 1334-1336 HAMPSHIRE ST SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

The undersigned grantor(s) declare(s)
Documentary transfer tax is $ 0.00 **City Transfer Tax is $ 0.00**
[ ] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale,
[ ] Unincorporated Area City of **San Francisco,**
"The grantors and the grantees in this conveyance are comprised of the same parties who continue to hold the same proportionate interest in the property, R & T 11925."

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Robert Binkley, an unmarried man and Lisa M. Voss, an unmarried woman, tenants in common

hereby GRANT(S) to Robert Binkley, a married man as his sole and separate property and Lisa M. Denney, a married woman as her sole and separate property

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: August 7, 2012

Robert Binkley

Lisa M. Voss

State of California
County of Santa Clara

On August 9, 2012 before me, K. Guzman, Notary Public (here insert name and title of the officer), personally appeared Robert Binkley and Lisa M. Voss,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature K. Guzman (Seal)

K. GUZMAN
COMM. #1905047
NOTARY PUBLIC • CALIFORNIA
SAN FRANCISCO COUNTY
Comm. Exp. SEPT. 23, 2014

MAIL TAX STATEMENTS AS DIRECTED ABOVE

Escrow No.: 12-558610-KL
Locate No.: CAFNT0938-0938-0019-0000558610
Title No.: 12-558610-JJ

EXHIBIT "A"

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

BEGINNING AT A POINT ON THE WESTERLY LINE OF HAMPSHIRE STREET, DISTANT THEREON 140 FEET SOUTHERLY FROM THE SOUTHWESTERLY CORNER OF 25TH STREET AND HAMPSHIRE STREET; RUNNING THENCE SOUTHERLY ALONG SAID WESTERLY LINE OF HAMPSHIRE STREET 30 FEET; THENCE AT A RIGHT ANGLE WESTERLY 100 FEET; THENCE AT A RIGHT ANGLE NORTHERLY 30 FEET; AND THENCE AT A RIGHT ANGLE EASTERLY 100 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF MISSION BLOCK NO. 177.

APN: Lot 004, Block 4275

RECORDING REQUESTED BY:
Edward D Thirkell

AND WHEN RECORDED MAIL TO:
Thirkell Law Group
181 2nd Avenue, Suite 625, P O Box 190
San Mateo, California 94401

MAIL TAX STATEMENTS TO:
Dan and Lisa Denney
1302 So Delaware St
San Mateo, CA 94402

San Francisco Assessor-Recorder
Carmen Chu, Assessor-Recorder
DOC- 2016-K373072-00
Check Number 25417
Wednesday, DEC 14, 2016 10:38:20
Tel Pd $24.00 Rcpt # 0005511398
ojl/JL/1-3

APN Lot 4, Block 4275

Space above this line for recorder's use

TRUST TRANSFER DEED

The undersigned Grantor declares under the penalty of perjury that the following is true and correct

- Documentary transfer tax is NONE Not pursuant to a sale No consideration A transfer into a revocable trust Rev & Tax Code Section 11930 City of San Francisco
- This is a transfer into a revocable trust excludable from reassessment under Rev & Tax Code Section 62(d)

FOR NO CONSIDERATION, **GRANTOR** Lisa M Denney, a married woman as her sole and separate property, as to one-half undivided interest, hereby **GRANTS TO** Dan W Denney, Jr and Lisa M Denney, as trustees of the Denney Family 2016 Trust, that real property in the City of San Francisco, County of San Francisco, State of California, described as follows

see exhibit "A"

Commonly known as 1334-1336 Hampshire Street, San Francisco, California

Dated November 1, 2016

Lisa M Denney

Mail-Tax Statements to
Dan and Lisa Denney
1302 So Delaware St
San Mateo, CA 94402

EXHIBIT "A"

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

BEGINNING AT A POINT ON THE WESTERLY LINE OF HAMPSHIRE STREET, DISTANT THEREON 140 FEET SOUTHERLY FROM THE SOUTHWESTERLY CORNER OF 25TH STREET AND HAMPSHIRE STREET; RUNNING THENCE SOUTHERLY ALONG SAID WESTERLY LINE OF HAMPSHIRE STREET 30 FEET; THENCE AT A RIGHT ANGLE WESTERLY 100 FEET; THENCE AT A RIGHT ANGLE NORTHERLY 30 FEET; AND THENCE AT A RIGHT ANGLE EASTERLY 100 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF MISSION BLOCK NO. 177.

APN: Lot 004, Block 4275

ACKNOWLEDGMENT

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

State of California)
) ss
County of San Mateo)

On November 1, 2016, before me, Edward D Thirkell, a Notary Public, personally appeared Lisa M Denney, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are subscribed to the within instrument and acknowledged to me that ~~he/she~~/they executed the same in ~~his/her~~/their authorized capacity(ies), and that by ~~his/her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

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

WITNESS my hand and official seal

Signature

EDWARD D. THIRKELL
Commission # 2119752
Notary Public - California
San Mateo County
My Comm. Expires Aug 13, 2019

RECORDING REQUESTED BY

Grantee

AND WHEN RECORDED MAIL TO

Name / Street Address / City State Zip

Giacomo Festa
1327 York Street
San Francisco, CA

LIBER B986 PAGE 396

RECORDED AT REQUEST OF
Alice Tilton
At 40 Min Past 12 PM
MAR 14 1975
City & County of San Francisco, Calif.
L. J. LEGUENNEC
RECORDER

X55056

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO

Name / Street Address / City State Zip

Giacomo Festa
1327 York Street
San Francisco, CA

DOCUMENTARY TRANSFER TAX $ None
—— COMPUTED ON FULL VALUE OF PROPERTY CONVEYED,
—— OR COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING AT TIME OF SALE
Molinari, Casalnuovo & Berger
Signature of Declarant or Agent determining tax-Firm Name
By Mary Pannullo
TRANSFER TAX $

QUITCLAIM DEED

(Escrow No. .....)

By this instrument dated: February 20, 1975, for a valuable consideration,

Alice Tilton, as Executrix of the Will of Vincent Modaffari, deceased

do~~es~~ hereby remise, release and forever quitclaim to

Giacomo Festa, as Executor of the Will of Mary Modaffari, deceased

the following described Real Property in the State of California, County of San Francisco

City of San Francisco

Beginning at a point on the Easterly line of York Street, distant thereon One Hundred and Forty (140) feet Southerly from the Southerly line of 25th Street; running thence Southerly along said line of York Street, Thirty (30) feet; thence at a right angle Easterly One Hundred (100) feet; thence at a right angle Northerly Thirty (30) feet; thence at a right angle Westerly One Hundred (100) feet to the point of beginning.

Being a portion of Mission Block No. 177.

Alice Tilton
ALICE TILTON

Revised 9-67

Form No. 748

STATE OF CALIFORNIA } SS.
COUNTY OF San Francisco

On March 4, 19 75, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Alice Tilton known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

Notary's Signature Betty M Ramirez

BETTY M. RAMIREZ
NOTARY PUBLIC CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO
My Commission Expires Sep. 11, 1976

MAIL TAX STATEMENTS AS DIRECTED ABOVE

RECORDING REQUESTED BY
Old Republic Title Company
ORDER # 413634-FEM
APN Lot 23; Block 4275
WHEN RECORDED MAIL TO 1317 York

Name Timothy B. Lennon & Lisa R. Schiff
Street Address 1317 York Street
City State Zip San Francisco, CA 94110

San Francisco Assessor-Recorder
Doris M. Ward, Assessor-Recorder
DOC- 2002-H085540-00
Acct 4-OLD REPUBLIC Title Company
Tuesday, JAN 08, 2002 14:39:12
Ttl Pd $12.00 Nbr-0001765113
REEL I049 IMAGE 0541
ota/TD/1-2

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Grant Deed

The undersigned grantor(s) declare(s):
Documentary transfer tax is $ -0- Deed to correct vesting after marriage
(X) computed on full value of property conveyed, or
( ) computed on full value less value of liens and encumbrances remaining at time of sale.
( ) Unincorporated area: (X) City of San Francisco
( ) Realty not sold.
FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Lisa R. Schiff, who acquired title as an unmarried woman and Timothy B. Lennon, who acquired title as an unmarried man, as Tenants in common

hereby GRANT(S) to Timothy B. Lennon and Lisa R. Schiff, husband and wife, as Joint Tenants

that property in the City of San Francisco, San Francisco County, State of California, described as:

Mail Tax Statements to Grantee at address above

Date December 31, 2001

Lisa R. Schiff

Timothy B. Lennon

STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

On December 31, 2001 before me, the undersigned, a Notary Public in and for said State, personally appeared Timothy B. Lennon/Lisa R. Schiff

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

WITNESS my hand and official seal.

Signature Michele R. Dickerson

Name Michele R. Dickerson
(typed or printed)

[redacted]
My Comm. Expires: Feb 25, 2004

(This area for official notarial seal)

PTUIS-1st 8/94

MAIL TAX STATEMENTS AS DIRECTED ABOVE

H08[redacted]

Order No. : 413634-FEM

EXHIBIT "A"

The land referred to is situated in the State of California, City and County of San Francisco, and is described as follows:

Commencing at a point on the easterly line of York Street, distant thereon 90 feet southerly from the southerly line of 25th Street; running thence southerly along said line of York Street 25 feet; thence at a right angle easterly 100 feet; thence at a right angle northerly 25 feet; thence at a right angle westerly 100 feet to the point of commencement.

Being a portion of Mission Block No. 177, City and County of San Francisco, State of California.

Assessor's Lot 23; Block 4275

RECORDING REQUESTED BY
VANESSA HIERBAUM, ESQ.

AND WHEN RECORDED MAIL TO:
VANESSA HIERBAUM,ESQ:

KAYE•MOSER•HIERBAUM LLP
One Embarcadero, Suite 1650
San Francisco, CA 94111

Title Order No. _____

Escrow No. _____

San Francisco Assessor-Recorder
Carmen Chu, Assessor-Recorder
DOC- 2014-J890393-00
Check Number 5220
Tuesday, JUN 03, 2014 12:17:58
Ttl Pd $27.00 Rcpt # 0004949932
pal/AK/1-4

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN Lot 23; Block 4275

Interspousal Transfer Deed

Grant Deed **(Excluded from Reappraisal Under Proposition 13, i.e., Calif. Const. Art 13A§1 et. seq.)**

The undersigned Grantor(s) declare(s) under penalty of perjury that the following is true and correct:

Documentary transfer tax is $ -0-

☐ Computed on full value of property conveyed, or ☐ Computed on full value less value of liens and encumbrances remaining at time of sale, or ☐ is exempt from imposition of the Documentary Transfer Tax pursuant to Revenue and Tax Code §11927(a), on transferring community, quasi-community, or quasi-marital property, assets between spouses, pursuant to a judgment, an order, or a written agreement between spouses in contemplation of any such judgment or order.

☐ Other exemptions: (state reason and give Code § or Ordinance number) _____

☐ Unincorporated area: ☐ City of _____ and

This is an Interspousal Transfer under §63 of the Revenue and Taxation Code and Grantor(s) has (have) checked the applicable exclusion from Reappraisal under Proposition 13:

☐ A transfer to a trustee for the beneficial use of a spouse, or the surviving spouse of a deceased transferor, or by a trustee of such a trust to the spouse of the trustor,

☐ A transfer which takes effect upon the death of a spouse,

☒ A transfer to a spouse or former spouse in connection with a property settlement agreement or decree of dissolution of a marriage of legal separation, or

☐ A creation, transfer, or termination, solely between spouses, of any co-owner's interest.

☐ The distribution of a legal entity's property to a spouse or former spouse in exchange for the interest of such spouse in the legal entity in connection with a property settlement agreement or a decree of dissolution of a marriage or legal separation.

☐ Other: _____

GRANTOR(S): TIMOTHY B. LENNON and LISA R. SCHIFF who acquired title as joint tenants

hereby GRANT(S) to TIMOTHY B. LENNON and LISA R. SCHIFF, each as to an undivided 50% interest as tenants in common

the following described real property in the County of SAN FRANCISCO **, State of California**

SEE EXHIBIT A

SITUS 1316 York

Dated MAY 12 2014

TIMOTHY B. LENNON

LISA R. SCHIFF

STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

On MAY 12 2014, before me,
G. ALMENDARES JR
(here insert name and title of the officer)

personally appeared TIMOTHY B LENNON
and LISA R SCHIFF

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

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

WITNESS my hand and official seal

Signature _____

G. ALMENDARES JR.
Commission # 1959375
Notary Public - California
San Francisco County
My Comm. Expires Nov 28, 2015

(This area for official notarial seal)

MAIL TAX STATEMENTS TO: Lisa R. Schiff — 1316 York Street — San Francisco, CA 94110

NAME — ADDRESS — CITY, STATE, ZIP

RE-877

H085540

Order No. : 413634-FEM

EXHIBIT "A"

The land referred to is situated in the State of California, City and County of San Francisco, and is described as follows:

Commencing at a point on the easterly line of York Street, distant thereon 90 feet southerly from the southerly line of 25th Street; running thence southerly along said line of York Street 25 feet; thence at a right angle easterly 100 feet; thence at a right angle northerly 25 feet; thence at a right angle westerly 100 feet to the point of commencement.

Being a portion of Mission Block No. 177, City and County of San Francisco, State of California.

Assessor's Lot 23; Block 4275

CALIFORNIA ACKNOWLEDGMENT

State of California
County of {SAN FRANCISCO} *ss.*

On **May 12, 2014,** before me, **G. ALMENDARES JR, Notary Public**, personally appeared, **TIMOTHY B LENNON** who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) **is/ are** subscribed to the within instrument and acknowledged to me that **he/ she/ they** executed the same in **his/ her/ their** authorized **capacity(ies),** and that by **his/ her/ their signatures(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.

G. ALMENDARES JR.
Commission # 1959375
Notary Public - California
San Francisco County
My Comm. Expires Nov 28, 2015

Signature **G. ALMENDARES JR. Notary Public**

(seal)

OPTIONAL INFORMATION

Date of Document: **05/12/2014**

Thumbprint of Signer

Type or Title of Document : **INTERSPOUSAL GRANT DEED**

Number of Pages in Document : 01

Document in a Foreign Language : **NO**

Type of Satisfactory Evidence:

_____ Personally Known with Paper Identification
X Paper Identification
_____ Credible Witness(es)

Capacity of Signer: as Grantor and Trustee
_____ Trustee
_____ Power of Attorney
_____ CEO / CFO / COO
_____ President / Vice-President / Secretary / Treasurer
_____ Other: _____

☐ Check here if no thumbprint or fingerprint is available.

Other Info: PROPERTY ADDRESS: 1317 YORK ST, SAN FRANCISCO, CA. 94110

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CALIFORNIA ACKNOWLEDGMENT

State of California
County of {SAN FRANCISCO} *ss.*

On **May 12, 2014,** before me, **G. ALMENDARES JR, Notary Public**, personally appeared, **LISA R SCHIFF** who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) **is/ are** subscribed to the within instrument and acknowledged to me that **he/ she/ they** executed the same in **his/ her/ their** authorized **capacity(ies),** and that by **his/ her/ their signatures(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.

G. ALMENDARES JR.
Commission # 1959375
Notary Public - California
San Francisco County
My Comm. Expires Nov 28, 2015

Signature **G. ALMENDARES JR. Notary Public**

(seal)

OPTIONAL INFORMATION

Date of Document: **05/12/2014**

Thumbprint of Signer

Type or Title of Document : **INTERSPOUSAL GRANT DEED**

Number of Pages in Document : 01

Document in a Foreign Language : **NO**

Type of Satisfactory Evidence:

_____ Personally Known with Paper Identification
X **Paper Identification**
_____ Credible Witness(es)

Capacity of Signer: as Grantor and Trustee
_____ Trustee
_____ Power of Attorney
_____ CEO / CFO / COO
_____ President / Vice-President / Secretary / Treasurer
_____ Other: _____

☐ **Check here if no thumbprint or fingerprint is available.**

Other Info: PROPERTY ADDRESS: 1317 YORK ST, SAN FRANCISCO, CA. 94110

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20169K21524900002
San Francisco Assessor-Recorder
Carmen Chu, Assessor-Recorder
DOC 2016-K215249-00
Acct 6002-First American Title Co.- Redwood City
Tuesday, MAR 15, 2016 08:46:01
Ttl Pd $21.00 Nbr-0005329332
odm/RE/1-2

RECORDING REQUESTED BY
First American Title Company

MAIL TAX STATEMENT
AND WHEN RECORDED MAIL DOCUMENT TO:
Lisa R. Schiff
1317 York Street
San Francisco, CA 94110

Space Above This Line for Recorder's Use Only

A.P.N.: LOT: 023 BLOCK: 4275

File No.: 4904-5115371 (MA)

Situs Address: 1317 York Street, San Francisco, CA 94110

Property Address: **1317 York Street, San Francisco, CA 94110**
Lot Number:
Block Number:

GRANT DEED

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX $; CITY TRANSFER TAX $;
SURVEY MONUMENT FEE $

[ ] computed on the consideration or full value of property conveyed, OR
[ ] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
[ ] unincorporated area; [ ] City of **San Francisco**, and -
[ ] Exempt from transfer tax; Reason:

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Timothy B. Lennon, who acquired title with no status and Lisa R. Schiff, who acquired title with no status

hereby GRANT(s) to **Timothy B. Lennon, an unmarried man and Lisa R. Schiff, an unmarried woman, each as to an undivided 50% interest as tenants in common**

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

COMMENCING AT A POINT ON THE EASTERLY LINE OF YORK STREET, DISTANT THEREON 90 FEET SOUTHERLY FROM THE SOUTHERLY LINE OF TWENTY-FIFTH STREET; RUNNING THENCE SOUTHERLY ALONG SAID LINE OF YORK STREET 25 FEET; THENCE AT A RIGHT ANGLE EASTERLY 100 FEET; THENCE AT A RIGHT ANGLE NORTHERLY 25 FEET: THENCE AT A RIGHT ANGLE WESTERLY 100 FEET TO THA POINT OF COMMENCEMENT.

BEING A PORTION OF MISSION BLOCK NO. 177, CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

Mail Tax Statements To: **SAME AS ABOVE**

Grant Deed - continued

Date: **03/09/2016**

A.P.N.: LOT: 023 BLOCK: 4275

File No.: 4904-5115371 (MA)

Dated: March 09, 2016

Timothy B. Lennon

Lisa R. Schiff

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

STATE OF CALIFORNIA)SS

COUNTY OF SAN FRANCISCO)

On MAR. 9-2016 before me, SYBILLA L. MCKEON, Notary Public, personally appeared TIMOTHY B. LENNON & LISA R. SCHIFF

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

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

WITNESS my hand and official seal.

Signature Sybilla L McKeon

This area for official notarial seal.

SYBILLA L. MCKEON
COMM. # 2139353
NOTARY PUBLIC - CALIFORNIA
SAN MATEO COUNTY
MY COMM. EXP. FEB. 2, 2020

RECORDING REQUESTED BY:

Old Republic Title Company

Escrow No.: 0227018175
APN: Block 4275 -Lot 023 ✓
Situs: 1317 York St. ✓

When Recorded Mail Document and Tax Statements to:

Michelene Loomer
1317 York St.
San Francisco, CA 94110

20169K30357600003
San Francisco Assessor-Recorder
Carmen Chu, Assessor-Recorder
DOC 2016-K303576-00
Acct 5002-Old Republic Title Company
Tuesday, AUG 09, 2016 08:31:14
Ttl Pd$13,006.00 Nbr-0005429898
ofa/RE/1-3

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

Grant Deed

The undersigned grantor(s) declare(s):
Documentary Transfer Tax is $12,975.00
(X) computed on full value of property conveyed, or
( ) computed on full value less of liens and encumbrances remaining at time of sale.
( ) Unincorporated area: (X) City of San Francisco

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Timothy B. Lennon, an unmarried man and Lisa R. Schiff, an unmarried woman

hereby GRANT(S) to
Michelene Loomer, a single woman

that property in City of San Francisco, San Francisco County, State of California, described as:
See "Exhibit A" attached hereto and made a part hereof.

Date: August 04, 2016

Timothy B. Lennon

Lisa R. Schiff

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

State of California
County of San Francisco

On August 6, 2016 before me, Carissa Koslow a Notary Public, personally appeared Timothy B. Lennon & Lisa R. Schiff, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: Carissa Koslow

Name: Carissa Koslow
(Typed or Printed)

CARISSA KOSLOW
Commission # 2120086
Notary Public - California
San Francisco County
My Comm. Expires Aug 15, 2019

(Seal)

ORDER NO. : 0227018175-MP

EXHIBIT A

The land referred to is situated in the County of San Francisco, City of San Francisco, State of California, and is described as follows:

Commencing at a point on the Easterly line of York Street, distant thereon 90 feet Southerly from the Southerly line of 25th Street; running thence Southerly along said line of York Street 25 feet; thence at a right angle Easterly 100 feet; thence at a right angle Northerly 25 feet; thence at a right angle Westerly 100 feet to the point of commencement.

Being a portion of Mission Block 177, City and County of san Francisco, State of California.

Assessor's Lot 023; Block 4275

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
Luciano Funghi, Trustee
1269 Crestwood Drive
South San Francisco, CA 94080

MAIL TAX STATEMENTS TO:
Luciano Funghi, Trustee
1269 Crestwood Drive
South San Francisco, CA 94080

San Francisco Assessor-Recorder
Phil Ting, Assessor-Recorder
DOC- 2009-I854347-00
Check Number 1812
Friday, OCT 02, 2009 09:14:15
Ttl Pd $19.00 Rcpt # 0003772514
REEL J990 IMAGE 0217
oed/ER/1-4

DOCUMENTARY TRANSFER TAX: None.
This is a transfer of a deceased grantor's interest in trust solely for the benefit of her spouse, by reason of death, and not pursuant to a sale.
Cal Rev & Tax Code Section 11930.

Emmett J. Giurlani
Signature of Declarant determining tax -
Law Offices Of Emmett J. Giurlani

A.P.N.: Lot 27, Block 4275 2865 25th Street, San Francisco, CA 94110

GRANT DEED

Luciano Funghi, Surviving Trustee Of The
Luciano Funghi And Luisa Funghi 2002 Trust Dated January 29, 2002,

hereby **GRANTS** to

Luciano Funghi, Trustee of The Luciano Funghi Survivor Trust, as to an undivided 57% interest, and Luciano Funghi. Trustee of the Luisa Funghi Family Trust, as to an undivided 43% interest, that certain real property located in the City of San Francisco, County of San Francisco, State of California, and legally described as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT A

Dated: September 29, 2009

LUCIANO FUNGHI,
Surviving Trustee of The
Luciano Funghi And Luisa
Funghi 2002 Trust Dated
January 29, 2002.

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) SS:
COUNTY OF SAN MATEO)

On this 29th day of September, 2009, before me, **EMMETT J. GIURLANI,** Notary Public, personally appeared **LUCIANO FUNGHI,** who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

Witness my hand and official seal.

Emmett J. Giurlani

EMMETT J. GIURLANI,
Notary Public In and For
The County of San Francisco



EXHIBIT A

BEGINNING at a point on the southerly line of 25th Street, distant thereon 75 feet westerly from the westerly line of Hampshire Street; running thence westerly along the said line of 25th Street 25 feet; thence at a right angle southerly 115 feet; thence at a right angle easterly 25 feet; thence at a right angle northerly 115 feet to the southerly line of 25th Street and the point of beginning.

BEING a portion of Mission Block No. 177.

York St

Hampshire St

25 Ft

45 | 25 | " | " | " | " | " | " | 25 | 35 | 40 | 30 | 30 | 25 | 25 | 90

17°

12"

4.60'

99.25

Surveyed in 73.20

36° 0 5/8"

18° 9 1/4"

140'

11' 6"

Aug. 4-1905

100'

Ave. 2 ft. 0 in.

Spc.

2 K. at Mark

59.16'

40.84

80'

25 | 25 | 65 | 25

15'

14' 11"

200'

4275 / 955 Lot 10-29-37 #5726

Feb. 15, 1894

2 Sh'r.

121' 2 1/2"

2 1/2"

Aug. 4-05 - 5 r.o.

100'

Fences

114.43 Calc.

8 3/4"

8 1/2"

84.40

20.42

1' 2 1/2"

880

225 ft. St.

Vol 1483
4-5,117

YORK ST.

25TH

Square L 275

SERPENTINE

HAMPSHIRE ST.

AVE.

POTRERO AVE.

NOV. 21-04-277

Stake St.

Aug 18-1897 P2

Feb 27-1905

Nov. 21-1904

May 10-92

Jan 29-1903

Jan 29-1908

Jan 29-'08

June 1905 (37) S+C.

Square 1427 63

Old Survey

Cut in Curb March 12-02

Hampshire St.

402'6"

92'6"

163'6"

140'

23'

Aug. 16-1905 S.F.C.

June 3-1905 S.F.C.

109'4⅝" to Barn

140'

Apl. 29-08 S.F.C.

108'1⅝" to Barn

50'-1"

20'

47'9"

12"

187'9"

Potrero Ave

44'9"

47'9"

187'9"

280'3"

Hampshire St.

163'6"

23'

Aug. 16-1905 S.F.C.

3 Story Wood Bldg. 90'

Potrero Ave

Nelson Court

92'6"

140'

100'

3-1905 S.F.C.

Stable

80'

47'9"

Potrero Ave

Wood. Bldg.

109'4½" to barn

Apr. 29-1908 S.F.C.

140' See later survey.

108'1⅝" to barn

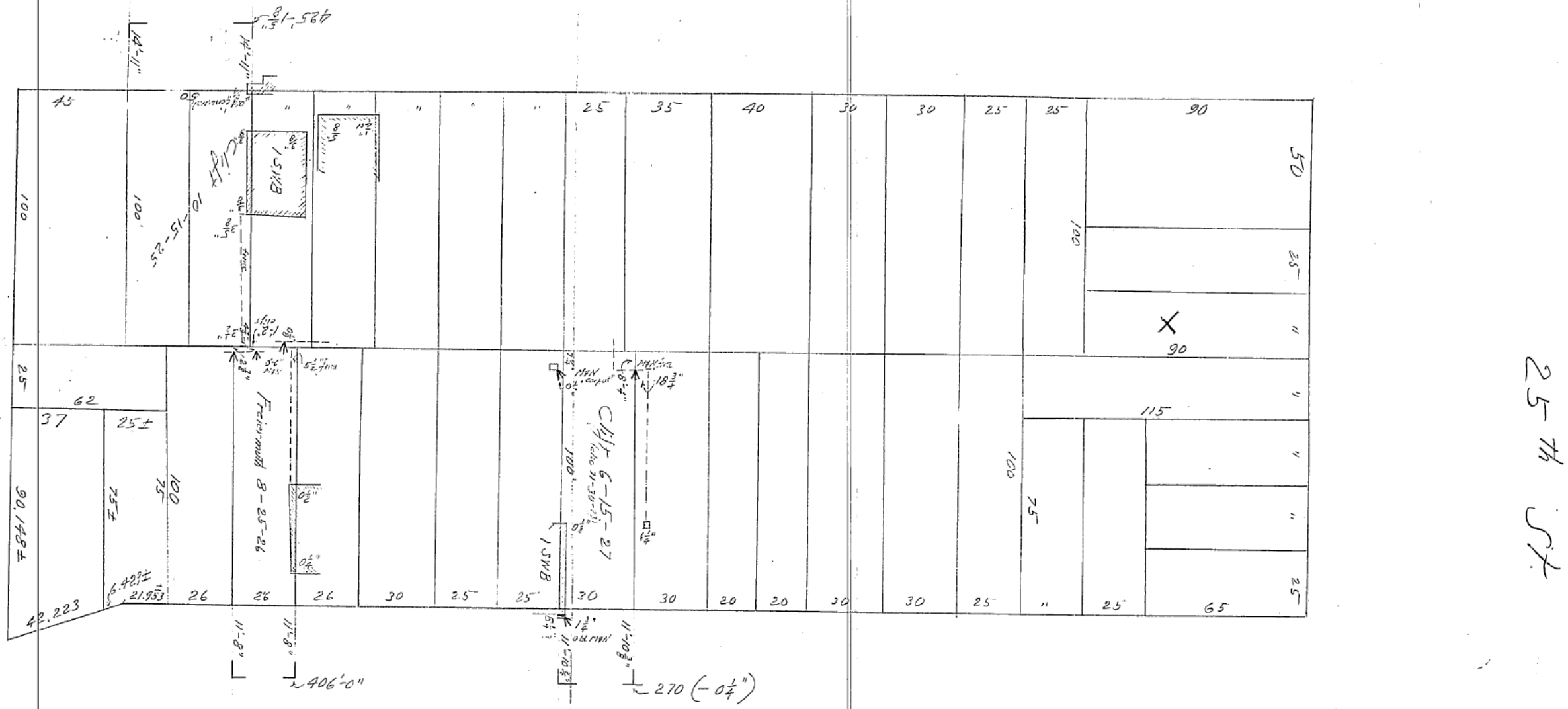
Potrero Ave.

YORK St.

HAMPSHIRE St.

26 Th St.

25 Th St.



Assessor- 4275
Mission #177
2 Sh'ts.

Hampshire

St.

25TH

75

Potrero

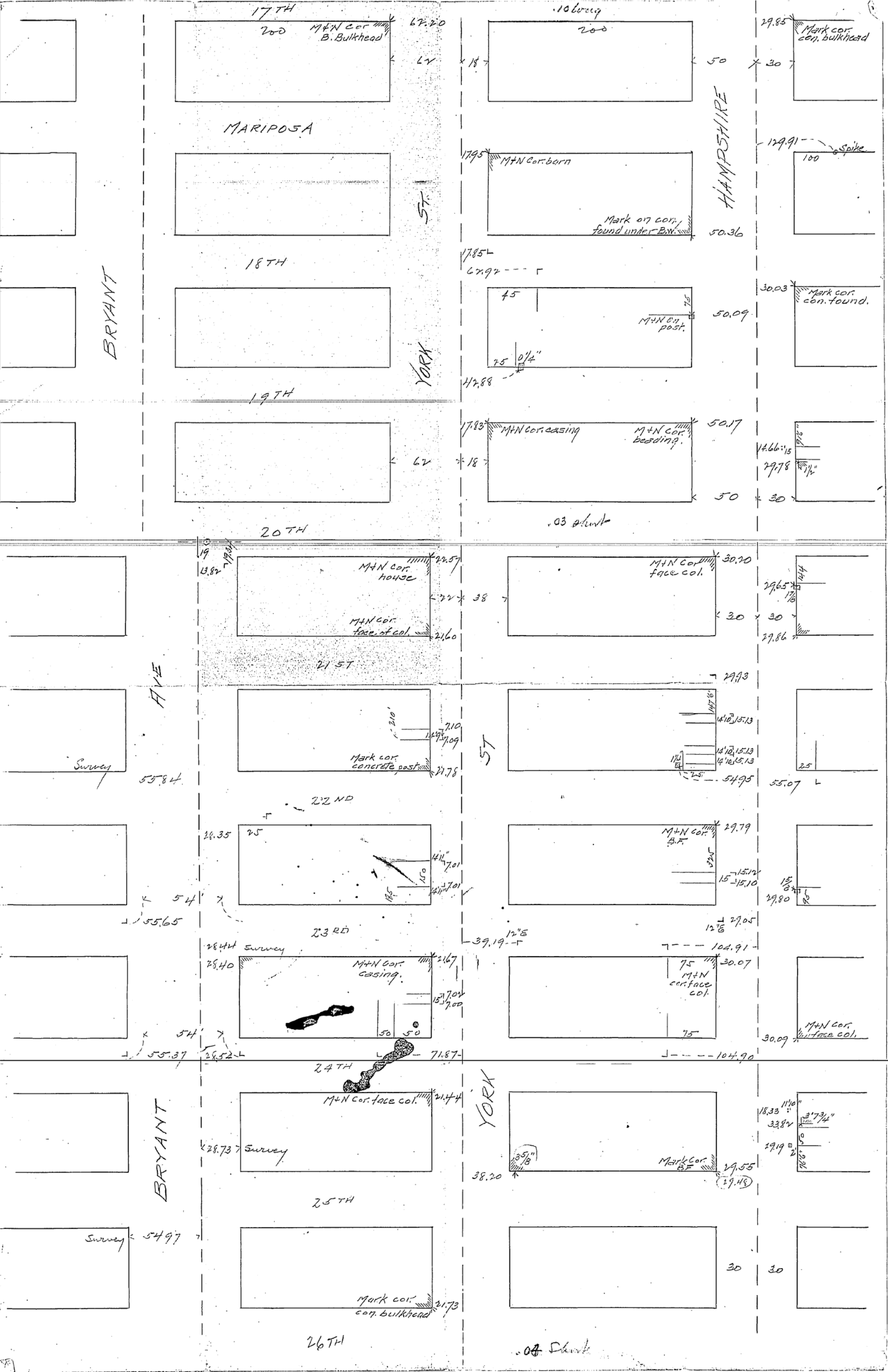
Ave.

#4276 12-29-20 Hogan 313

#4276 8/14 12-29-20 Sherman 8/10 2/8

#5119

#5119


17TH
200
M+N cor B. Bulkhead
67.20
67
MARIPOSA
18TH
57
BRYANT
YORK
19TH
67
18
20TH
.10 Curve
200
50
30
29.85
Mark cor. con. bulkhead
HAMPSHIRE
129.91
Spike
100
1795
M+N Cor. barn
Mark cor. found under B.W.
50.36
1785
67.97
45
75
M+N cor. post.
50.09
75
0'4"
47.88
30.03
Mark cor. con. found.
17.83
M+N Cor. casing
M+N cor. beading.
50.17
14.66
29.78
1"
50
30
.03 Blvd
19
13.87
M+N cor. house
22.57
72
38
M+N cor. face of col.
21.60
21ST
AVE
M+N Cor. face col.
30.20
30
30
29.65
29.86
29.93
Mark cor. concrete post
21.78
5T
14'10" 15.13
12'10" 15.13
14'10" 15.13
54.95
55.07
Survey
55.84
22ND
28.35
25
14"
7.01
150
185
54
55.65
23RD
M+N cor. B.F.
29.79
15
15.12
15.10
29.80
29.05
39.19
104.91
28.44 Survey
28.40
M+N Cor. casing.
21.67
15"
7.02
7.00
50
50
75
M+N cor. face col.
30.07
54
55.37
28.52
71.87
104.90
M+N Cor. face col.
30.09
24TH
M+N Cor. face col.
21.44
28.73
Survey
BRYANT
YORK
18.33
11'10"
33.82
3'7 3/4"
29.19
38.20
35"
Mark Cor. BF
29.55
29.48
25TH
Survey
54.97
30
30
Mark cor. con. bulkhead
21.73
26TH
.08 Blvd

© COPYRIGHT SAN FRANCISCO
CITY & COUNTY ASSESSOR 1995

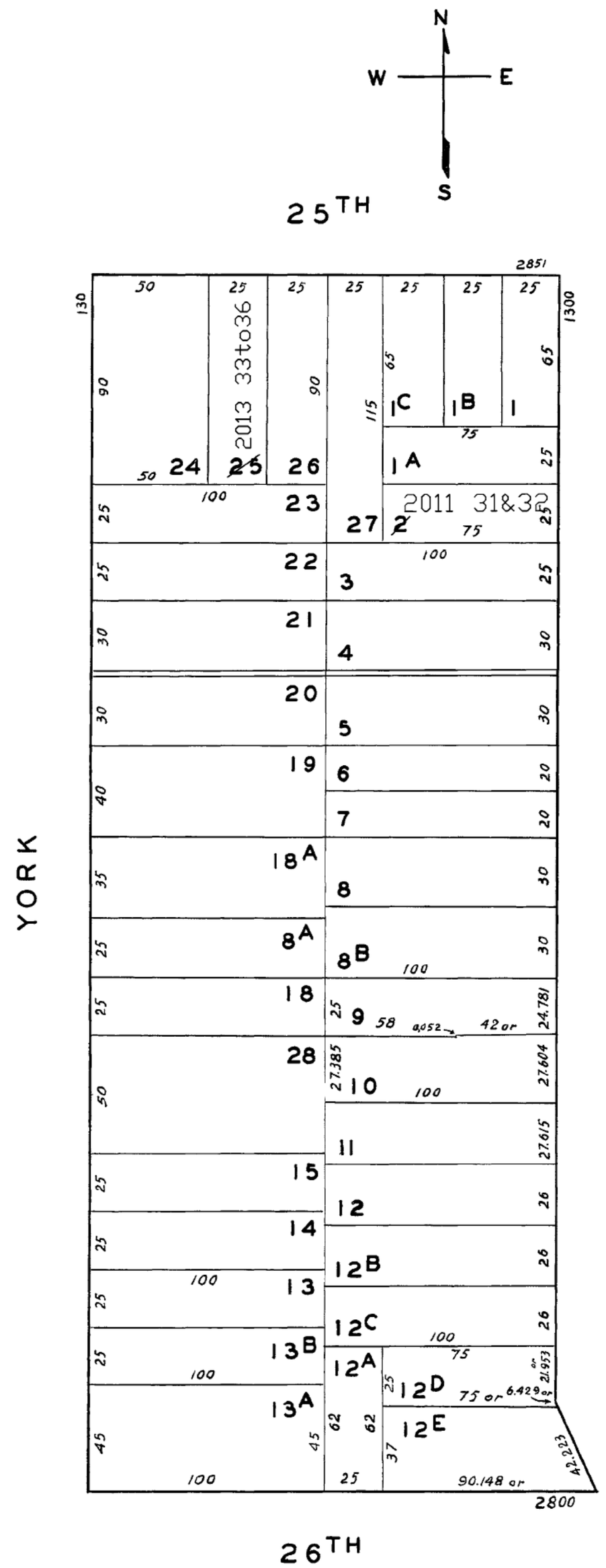
4275

MISSION BLK. 177

REVISED 1970

Revised 2011
Revised 2013

lot2 into lots 31&32 for 2011 roll
lot25 into lots33to36 for 2013 roll



San Francisco Assessor-Recorder
Doris M. Ward, Assessor-Recorder
DOC- 2000-G758703-00
Check Number 8881
Wednesday, APR 12, 2000 14:31:00
Ttl Pd $20.00 Nbr-0001387322
REEL H614 IMAGE 0544
OSD/FT/1-6

ACCORDING REQUESTED BY:

BERGER, NADEL & VANNELLI
JOSEPH NADEL, ESQ.
650 California Street, 25th Floor
San Francisco, CA 94108

WHEN RECORDED MAIL TO:

NAME BERGER, NADEL & VANNELLI
STREET JOSEPH NADEL, ESQ.
ADDRESS 650 California St., 25th Floor
CITY, STATE San Francisco, CA 94108
ZIP CODE

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

6 43

TITLE(S)

JUDGMENT OF FINAL DISTRIBUTION ON WAIVER OF ACCOUNTING AND ALLOWING COMPENSATION FOR ORDINARY SERVICES TO ATTORNEYS AND WAIVER OF EXECUTOR'S COMPENSATION

SEPARATE PAGE PURSUANT TO GOV'T. CODE 27361.6

BERGER, NADEL & VANNELLI
JOSEPH NADEL, ESQ. SB#33171
650 California Street, 25th Floor
San Francisco, CA 94108
Telephone: (415) 362-1940
Fax (415) 362-5503

Attorneys for Petitioner
DOMENICO FESTA

ENDORSED
FILED
SAN FRANCISCO COUNTY
2000 APR -4 PM 2:40
THE ANNEXED INSTRUMENT IS A CORRECT COPY OF THE ORIGINAL ON FILE IN MY OFFICE.
ATTEST: CERTIFIED
APR - 4 2000
BY

G758703

SUPERIOR COURT OF CALIFORNIA

CITY AND COUNTY OF SAN FRANCISCO

Estate of

GIACOMO FESTA,

Deceased

NO 272309

Hearing: April 4, 2000

JUDGMENT OF FINAL DISTRIBUTION ON WAIVER OF ACCOUNTING AND ALLOWING COMPENSATION FOR ORDINARY TO ATTORNEYS AND WAIVER OF EXECUTOR'S COMPENSATION

DOMENICO FESTA, as Executor of the Will of GIACOMO FESTA, deceased, having filed his Waiver of Accounting and Petition for Final Distribution, for Allowance of Statutory Attorneys' Compensation to Attorneys, coming on this day, regularly for hearing, the Court finds:

Due notice of the hearing on the petition for final distribution of the estate has been regularly given for the period and in the manner prescribed by law.

All allegations of the petition are true.

//

GIACOMO FESTA, died testate on April 8, 1999 in the City and County of San Francisco, California, and was at the time of his death, domiciled in that county.

On September 22, 1999 DOMENICO FESTA was appointed Executor of the decedent's Will and qualified as such on that date. Since then, he has been and now is the Executor of the Will of decedent.

G758703

On September 22, 1999 DOMENICO FESTA was granted authority to administer the estate without Court supervision under the Independent Administration of Estates Act. This authority has not been revoked.

Letters Testamentary were issued on September 22, 1999. More than four months have elapsed since the issuance of Letters. Notice of administration has been given to creditors, as required by law. The time for filing and presenting creditor's claims has expired and the estate now is in a condition to be closed.

All debts of decedent and of the estate and all expenses of administration have been paid, except closing expenses and compensation of fees to BERGER, NADEL & VANNELLI, petitioner's attorneys. Petitioner has waived his right to Executor's compensation for services rendered herein.

No California estate tax is due because no federal estate tax return has been or will be filed in which a state death tax credit will apply for California property. No federal estate taxes are due.

All California and federal income taxes due and payable by the estate have been paid.

G758703

There are no personal property taxes due or payable by the estate.

The estate consists entirely of separate property of the decedent and community property of the decedent and surviving spouse.

Distribution should be ordered as specified below.

IT ORDERED and adjudged that notice of death has been given as required by law; that the Executor has in his possession belonging to the estate assets consisting of the property described below at the appraised value; the sum of $7,600.00 is allowed to BERGER, NADEL & VANNELLI as and for the agreed fee for services rendered herein.

That the property on hand as of December 31, 1999 is described as follows:

The assets remaining on hand as of December 31, 1999 are as follows:

1. Furniture, furnishings and personal effects

2. All that certain real property situated in the City and County of San Francisco, California, described as follows:

Beginning at a point on the Easterly line of York Street, distant thereon One Hundred and Forty (140) feet Southerly from the Southerly line of 25th Street; running thence Southerly along said line of York Street, Thirty (30) feet; thence

at a right angle Easterly One Hundred (100) feet; thence at a right angle Westerly One Hundred (100) feet to the point of beginning.

Being a portion of Mission Block No. 177.

Commonly known and designated as 1327 - 1329 - 1331 York Street, San Francisco, CA 94110

5. A one-half (½) interest in and to that certain real property situated in the City of Vallejo, County of Solano, State of California, described as follows: G758703

Lot 43, as shown on the map entitled: "FINAL MAP OF ALDEN HIGHLANDS UNIT NO. 4 VALLEJO, SOLANO COUNTY, CALIFORNIA", which map was filed for record in the office of the Recorder of Solano County, California on June 20, 1988 in Book 52 of Maps, at page 70.

Commonly known as 775 Britannia, Vallejo, California

That said property be distributed as follows:

A. Pursuant to Article XI of decedent's Will, the sum of $10,000.00 was bequeathed to decedent's son, GIUSEPPE FESTA, the sum of $10,000.00 was bequeathed to decedent's daughter, ANGELA FESTA, and the sum of $10,000.00 was bequeathed to decedent's daughter, ANTONIA FESTA. As to the specific bequests of $10,000.00 to decedent's children, FORTUNATA FESTA, the surviving spouse, has paid $10,000.00 to each child from her own funds rather than encumber the real property assets.

B. Pursuant to Article XI of decedent's Will, all of the rest, residue and remainder of decedent's estate, including all property not now known or subsequently discovered was bequeathed

and devised to his wife, FORTUNATA FESTA.

IT IS FURTHER ORDERED that all other property of the estate, whether described or not, or hereafter discovered, be distributed FORTUNATA FESTA.

Dated: April 4, 2000.

DOROTHY L. McMATH
Judge Pro Tem

JUDGE OF THE SUPERIOR COURT

G758703

RECORDING REQUESTED BY:

Old Republic Title Company

Order No.: 0219016930-MP
APN: Block 4275 -Lot 003

When Recorded Mail Document and Tax Statements to:

Charles Ma
59 Chenery St.
San Francisco, CA 94131

20159K01018100003
San Francisco Assessor-Recorder
Carmen Chu, Assessor-Recorder
DOC 2015-K010181-00
Acct 5002-Old Republic Title Company
Thursday, JAN 22, 2015 09:51:43
Ttl Pd $9,031.00 Nbr-0005089367
ofa/RE/1-3

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

1330 Hampshire St.

Grant Deed

The undersigned grantor(s) declare(s):
Documentary Transfer Tax is $9,000.00
(X) computed on full value of property conveyed, or
( ) computed on full value less of liens and encumbrances remaining at time of sale.
( ) Unincorporated area: (X) City of San Francisco

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Randy B. Cadelina and Teresita S. Cadelina, husband and wife

hereby GRANT(S) to
Charles Ma, a married man, as his sole and separate property

that property in City of San Francisco, San Francisco County, State of California, described as:
See "Exhibit A" attached hereto and made a part hereof.

Date: January 20, 2015

Randy B. Cadelina

Teresita S. Cadelina

RECORDING REQUESTED BY:

Old Republic Title Company

Order No.: 0219016930-MP
APN: Block 4275 -Lot 003

When Recorded Mail Document and Tax Statements to:

Charles Ma
59 Chenery St.
San Francisco, CA 94131

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

P.O. Hampshire St.

Grant Deed

The undersigned grantor(s) declare(s):
Documentary Transfer Tax is $9,000.00
(X) computed on full value of property conveyed, or
( ) computed on full value less of liens and encumbrances remaining at time of sale.
( ) Unincorporated area: (X) City of San Francisco

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Randy B. Cadelina and Teresita S. Cadelina, husband and wife

hereby GRANT(S) to
Charles Ma, a married man, as his sole and separate property

that property in City of San Francisco, San Francisco County, State of California, described as:
See "Exhibit A" attached hereto and made a part hereof.

Date: January 20, 2015

Randy B. Cadelina

Teresita S. Cadelina

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

State of California
County of San Francisco

On the 21st day of January, 2015 before me, Michelle Patterson a Notary Public, personally appeared Randy B. Cadelina & Teresita S. Cadelina, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are subscribed to the within instrument and acknowledged to me that ~~he~~/~~she~~/they executed the same in ~~his~~/~~her~~/their authorized capacity(ies), and that by ~~his~~/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

Name: Michelle Patterson
(Typed or Printed)

MICHELLE PATTERSON
Commission # 1940916
Notary Public - California
San Francisco County
My Comm. Expires Jul 12, 2015

(Seal)

MP/mp

ORDER NO. : 0219016930-MP

EXHIBIT A

The land referred to is situated in the County of San Francisco, City of San Francisco, State of California, and is described as follows:

Beginning at a point on the Westerly line of Hampshire Street, distant thereon 115 feet Northerly from the Southwesterly corner of Hampshire Street and 25th Street; and running thence Southerly along said line of Hampshire Street 25 feet; thence at a right angle Westerly 100 feet; thence at a right angle Northerly 25 feet; thence at a right angle Easterly 100 feet to the point of beginning.

Being a portion of Mission Block No. 177

Assessor's Lot 003; Block 4275

Order No.
Escrow No. C312137
Loan No.
First American Title
WHEN RECORDED MAIL TO:

Robert Binkley and Lisa M. Voss
1334 Hampshire Street
San Francisco, CA 94110

San Francisco Assessor-Recorder
Doris M. Ward, Assessor-Recorder
DOC- 2001-G824752-00
Acct 2-FIRST AMERICAN Title Company
Friday, MAR 30, 2001 13:00:00
Tel Pd $4,219.20 Rec-0001881027

REEL H858 IMAGE 0396
ofa/FT/1-2

2 8

DOCUMENTARY TRANSFER TAX $ 4,209.20

SPACE ABOVE THIS LINE FOR RECORDER'S USE

_____Computed on the consideration or value of property conveyed; OR
_____Computed on the consideration or value less liens or encumbrances remaining at time of sale.

As declared by the undersigned Grantor
Signature of Declarant or Agent determining tax - Firm Name

Lot 4, Block 4275

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Jose J. Zalba and Maria P. Zalba, Trustees of the Zalba Family Trust Agreement dated June 16, 1988

hereby GRANT(S) to

Robert Binkley an unmarried man and Lisa M. Voss an unmarried woman, tenants in common

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

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

Dated March 28, 2001

STATE OF CALIFORNIA)
COUNTY OF San Francisco) ss.

On March 28, 2001 before me,
Melanie Witala
personally appeared Jose J. Zalba and Maria P. Zalba
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.

Signature _____

Jose J. Zalba

Maria P. Zalba

MELANIE WITALA
Comm. # 1265515
NOTARY PUBLIC-CALIFORNIA
City and County of San Francisco
My Comm. Expires Sept. 2004

MAIL TAX STATEMENTS TO:

SAME AS ABOVE



First American Title Insurance Company

A subsidiary of The First American Financial Corporation

Order No. C-312137-MW

G924752

The property in the City and County of San Francisco, State of California, described as follows:

BEGINNING at a point on the westerly line of Hampshire Street, distant thereon 140 feet southerly from the southwesterly corner of 25th Street and Hampshire Street; running thence southerly along said westerly line of Hampshire Street 30 feet; thence at a right angle westerly 100 feet; thence at a right angle northerly 30 feet; and thence at a right angle easterly 100 feet to the point of beginning.

BEING a portion of Mission Block No. 177.

EXHIBIT "A"

(21)

Order No.
Escrow No. F1199030
Loan No.

WHEN RECORDED MAIL TO:

Charles Franklin Knight
1325 York Street
San Francisco, Ca. 94110

San Francisco Ca Recorder's Office
Gregory Joseph Diaz, County Recorder

DOC - 97-0099139-00
Acct 3-FIRST AMERICAN Title Company
Tuesday, JAN 07, 1997 08:00:00
REC $6.00:PAG $2.00:MIC $1.00
STP $1.00:
TI! Pd $10.00 Mbr-0000707416
REEL 6793 IMAGE 0021 sfa/FT1/1-2

DOCUMENTARY TRANSFER TAX $0.

X Computed on the consideration or value of property conveyed; OR
Computed on the consideration or value less liens or encumbrances remaining at time of sale.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

As declared by the undersigned Grantor
Signature of Declarant or Agent determining tax - Firm Name

Lot 22 Block 4275

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Charles Franklin Knight and Charles Franklin Knight and Patricia K. Price as Co-Trustees pursuant to a Trust pursuant to Order of the Court dated May 15, 1992

hereby GRANT(S) to

/as to an undivided 2/3 interest
Charles Franklin Knight, an unmarried man and Paul Knight, an unmarried man as to an undivided 1/3 interest, as Tenants in Common

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

BEGINNING at a point on the easterly line of York Street, distant thereon 115 feet southerly from the southerly line of 25th Street; running thence southerly along said easterly line of York Street 25 feet; thence at a right angle easterly 100 feet; thence at a right angle northerly 25 feet; and thence at a right angle westerly 100 feet to the easterly line of York Street and the point of beginning.
BEING a portion of Mission Block No. 177, Lot 22, Block 4275.

Dated December 30, 1996

signed in counterpart
Charles Franklin Knight

STATE OF CALIFORNIA)
COUNTY OF San Francisco) ss.

On December 31, 1996 before me, the undersigned, personally appeared Patricia K. Price

Patricia K. Price, Co-Trustee

signed in counterpart
Charles Franklin Knight, Co-Trustee

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

Signature

MAIL TAX STATEMENTS TO:

SAME AS ABOVE

Order No.
Escrow No. [redacted]
Loan No.

G059139

WHEN RECORDED MAIL TO:

Charles Franklin Knight and Paul Knight
1325 York Street
San Francisco, CA 94110

DOCUMENTARY TRANSFER TAX $-0-

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Computed on the consideration or value of property conveyed; OR
Computed on the consideration or value less liens or encumbrances remaining at time of sale.

As declared by the undersigned Grantor
Signature of Declarant or Agent determining tax - Firm Name

Lot 26/Block 4275

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Charles Franklin Knight and Charles Franklin Knight and Patricia K. Price as Co-Trustees pursuant to a Trust pursuant to Order of the Court dated May 15, 1992

hereby GRANT(S) to

Charles Franklin Knight, an unmarried man as to an undivided 2/3rd interest and Paul Knight, an unmarried man, as to an undivided 1/3rd interest, as Tenants in Common

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

BEGINNING at a point on the westerly line of York Street, distant thereon 115 feet southerly from the southerly line of 25th Street; running thence southerly along said westerly line of York Street 25 feet; thence at a right angle westerly 100 feet; thence at a right angle northerly 25 feet; and thence at a right angle easterly 100 feet to the westerly line of York Street and the point of beginning.

BEING a portion of Mission Block No. 177, Lot 22, Block 4275.

Dated December 31, 1996

Charles Franklin Knight
Charles Franklin Knight

signed in counterpart
PATRICIA K. PRICE, Co-Trustee

Charles Franklin Knight, Co-Trustee
Charles Franklin Knight, Co-Trustee

STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

On DECEMBER 31, 1996 before me, K.N. MILLER personally appeared CHARLES FRANKLIN KNIGHT

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

WITNESS my hand and official seal.

Signature K.N. Miller

K. N. MILLER
Comm. # 1100811
NOTARY PUBLIC-CALIFORNIA
City & County of San Francisco
My Comm. Expires June 14, 2000

MAIL TAX STATEMENTS TO:

SAME AS ABOVE



RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
Luciano Funghi, Trustee
1269 Crestwood Drive
South San Francisco, CA 94080

MAIL TAX STATEMENTS TO:
Luciano Funghi, Trustee
1269 Crestwood Drive
South San Francisco, CA 94080

San Francisco Assessor-Recorder
Phil Ting, Assessor-Recorder
DOC- 2009-I854347-00
Check Number 1812
Friday, OCT 02, 2009 08:14:18
Tel Pd $18.00 Rept # 0003772514
REEL J990 IMAGE 0217
cmd/ER/1-4

DOCUMENTARY TRANSFER TAX: None.
This is a transfer of a deceased grantor's interest in trust solely for the benefit of her spouse, by reason of death, and not pursuant to a sale.
Cal Rev & Tax Code Section 11930.

Signature of Declarant determining tax -
Law Offices Of Emmett J. Giuliani

A.P.N.: Lot 27, Block 4275 2865 25th Street, San Francisco, CA 94110

GRANT DEED

Luciano Funghi, Surviving Trustee Of The
Luciano Funghi And Luisa Funghi 2002 Trust Dated January 29, 2002,

hereby GRANTS to

Luciano Funghi, Trustee of The Luciano Funghi Survivor Trust, as to an undivided 57% interest, and Luciano Funghi, Trustee of the Luisa Funghi Family Trust, as to an undivided 43% interest, that certain real property located in the City of San Francisco, County of San Francisco, State of California, and legally described as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT A

Assessor's Parcel Number: Lot 27, Block 4275 **Page Two**

Dated: September 29, 2009

LUCIANO FUNGHI,
Surviving Trustee of The
Luciano Funghi And Luisa
Funghi 2002 Trust Dated
January 29, 2002.

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) SS:
COUNTY OF SAN MATEO)

On this 29th day of September, 2009, before me, EMMETT J. GIURLANI, Notary Public, personally appeared LUCIANO FUNGHI, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

Witness my hand and official seal.

Emmett J. Giurlani
EMMETT J. GIURLANI,
Notary Public In and For
The County of San Francisco



EXHIBIT A

BEGINNING at a point on the southerly line of 25th Street, distant thereon 75 feet westerly from the westerly line of Hampshire Street; running thence westerly along the said line of 25th Street 25 feet; thence at a right angle southerly 115 feet; thence at a right angle easterly 25 feet; thence at a right angle northerly 115 feet to the southerly line of 25th Street and the point of beginning.

BEING a portion of Mission Block No. 177.

5

RECORDING REQUESTED BY:
Fidelity National Title Company
595 Castro Street
San Francisco, CA 94114
Title No: 10-1021987-MF
Escrow No: 10-1021987-JH
Locate No: CAFNT0936-0936-0009-0001021987

WHEN RECORDED MAIL TO:
Eleanor S. Jennings
1322 Hampshire Street
San Francisco, CA 94110

Escrow/Title No: 10-1021987-JH
APN:4275-031 (formerly portion of, 4275-002)
1322 Hampshire Street, SF CA 94110

San Francisco Assessor-Recorder
Phil Ting, Assessor-Recorder
DOC- 2010-I979740-00
Acct 11-FIDELITY NATIONAL Title Company
Thursday, JUN 10, 2010 08:00:00
Ttl Pd $23.00 Rcpt # 0003916990
REEL K161 IMAGE 0064
aHc/KC/1-5

06/10/2010,2010I979740

(7)

CONDOMINIUM GRANT DEED

-I-

The undersigned grantor(s) declare(s):
County documentary transfer tax is $: ___0.00_____
City of San Francisco documentary transfer tax is $: __0.00_____

( ) computed on full value of property conveyed, or
( ) computed on full value less value of liens and encumbrances remaining at time of sale.
( ) Unincorporated area: ( ) City of _____, and
(X) Realty not sold.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Eleanor S. Jennings, an unmarried woman, and Karie Rubin and Donovan Fones, wife and husband

Hereby GRANT(S) to Eleanor S. Jennings, an unmarried woman

The following described real property as shown on EXHIBIT "A" attached hereto:

-II-

EACH of the foregoing Grants is subject to the lien of property taxes and assessments not delinquent, the Restrictions referred to in III, below, and all covenants, easements, restrictions and liens of record. The property herein granted is a Condominium, as defined in Section 783 of the California Civil Code, and the Project as hereinafter defined is subject to the provisions of the Davis-Stirling Common Interest Development Act commencing with Section 1350, et seq, of said CODE

-III-

CONTINUED

"RESTRICTIONS" means that certain Declaration of Covenants, Conditions and Restrictions for 1322-1324 Hampshire Street, executed by Eleanor S. Jennings, Karie Rubin and Donovan Fones, recorded June 4 , 2010 **Instrument/File No.** 2010-I977529 **, Official Records of the City and County of San Francisco, State of California and any subsequent amendments thereto.**

-IV-

THIS DEED is made and accepted subject to all the provisions contained in that certain Document defined herein as "RESTRICTIONS", all of which are incorporated herein by reference with the same effect as though fully set forth herein, and by this conveyance said Restrictions are imposed on said land.

Mail tax statements to 1322 Hampshire Street, San Francisco, CA 94110

Dated 6/3/10

Eleanor S Jennings
Eleanor S. Jennings(GRANTOR)

Eleanor S Jennings
Eleanor S. Jennings(GRANTEE)

Karie Rubin
Karie Rubin (GRANTOR)

Donovan Fones (GRANTOR)

Title No. 10-1021997-MF
Locate No. CAFNT0938-0938-0009-0001021997

LEGAL DESCRIPTION

EXHIBIT "A"

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

PARCEL A:

Condominium Unit No. 1322, Lot No. 31, as delineated and shown upon the "Condominium Plan of 1322-1324 Hampshire Street, a Residential Condominium Project" (referred to herein as "the Plan"), as shown in Exhibit "B" of the Declaration of Covenants, Conditions and Restrictions of 1322-1324 Hampshire Street, recorded on June 4, 2010, Instrument/File No. 2010-I977529, Official Records of the City and County of San Francisco, State of California, and as further defined in said Declaration of Covenants, Conditions and Restrictions of 1322-1324 Hampshire Street, referred to hereinabove (referred to herein as "the Declaration").

Excepting therefrom, any portion of the common area lying within said Unit.

Also excepting therefrom:

(a) Easements through said Unit, appurtenant to the Common Area and all other Units, for support and repair of the common area and all other units.

(b) Easements, appurtenant to the common area for encroachment upon the air space of the Unit by those portions of the common area located within the Unit.

PARCEL B:

An undivided 50% interest in and to the Common Area as shown on the Plan and defined in the Declaration, excepting therefrom the following:

(a) Exclusive easements, other that those shown in Parcel C herein, as shown on the Plan and excepting by Grantor to units for use as defined in the Declaration;

(b) Non-exclusive easements appurtenant to all units for ingress and egress, support, repair and maintenance.

PARCEL C:

The following easements appurtenant to Parcel A above as set forth and defined in the Declaration:

(a) The exclusive easement to use the parking area designated as ___ on the Plan.

(b) The exclusive easement to use the storage area designated as S-1322 on the Plan.

(b) The exclusive easement to use the exclusive use common area designated as EUCA-1322 on the Plan.

PARCEL D:

A non-exclusive easement appurtenant to Parcel A above for support, repair and maintenance, and for ingress and egress through the Common Area in accordance with California Civil Code Section 1361(a).

PARCEL E:

Encroachment easements appurtenant to the Unit in accordance with the provisions of the Declaration.

APN: 4275-031 (formerly portion of, 4275-002)

State of California)
County of San Francisco)

On June 3, 2010 before me, I. WAGNER, Notary Public (here insert name and title of the officer), personally appeared Eleanor S. Jennings,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

I. WAGNER
COMM. # 1735732
NOTARY PUBLIC - CALIFORNIA
CITY & COUNTY OF SAN FRANCISCO
MY COMM. EXP. MAR. 31, 2011

(notary)(12-07)

State of California)
County of San Francisco)

On June 3, 2010 before me,
I. WAGNER, Notary Public (here insert name and title of the officer),
personally appeared Karie Rubin and Donovan Fones,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

I. WAGNER
Comm. # 1735732
NOTARY PUBLIC-CALIFORNIA
CITY & COUNTY OF SAN FRANCISCO
My Comm. Exp. MAR 17, 2011

(notary)(12-07)

18

RECORDING REQUESTED BY:
Chicago Title Company
Escrow No.: 13-36515899-CR
Locate No.: CACTI7738-7738-2365-0036515899
Title No.: 13-36515899-RM

When Recorded Mail Document and Tax Statement To:
Dong Liu
1324 Hampshire Street
San Francisco, CA 94110

San Francisco Assessor-Recorder
D. Hoa Nguyen, Acting Assessor-Recorder
DOC- 2013-J611318-00
Acct 1-CHICAGO Title Company
Wednesday, FEB 27, 2013 08:00:00
Ttl Pd $5,216.40 Rcpt # 0004629264
REEL K842 IMAGE 0156
ofa/DM/1-2

APN: Lot 32, Block 4275 (1324 Hampshire Street)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

The undersigned grantor(s) declare(s)
Documentary transfer tax is $5,188.40
[X] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale,
[ ] Unincorporated Area City of **San Francisco,**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Karie Rubin and Donovan Fones, wife and husband

hereby GRANT(S) to Dong Liu, a single person

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: February 25, 2013

Karie Rubin

Donovan Fones

State of California
County of San Francisco

On February 25, 2013 before me,

Daniel Flores Notary Public, Notary Public
(here insert name and title of the officer), personally appeared
Karie Rubin and Donovan Fones

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

DANIEL FLORES
Commission # 1895963
Notary Public - California
San Francisco County
My Comm. Expires Jul 18, 2014

MAIL TAX STATEMENTS AS DIRECTED ABOVE

Escrow No.: 13-36515899-CR
Locate No.: CACTI7738-7738-2365-0036515899
Title No.: 13-36515899-RH

EXHIBIT "A" – LEGAL DESCRIPTION

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:

PARCEL A:

Condominium Unit No. 1324, Lot No. 32, as delineated and shown upon the "Condominium Plan of 1322-1324 Hampshire Street, a Residential Condominium Project" (referred to herein as "the Plan"), as shown in Exhibit "B" of the Declaration of Covenants, Conditions and Restrictions of 1322-1324 Hampshire Street, recorded on June 4, 2010, Instrument/File No. 2010-I977529, Official Records of the City and County of San Francisco, State of California, and as further defined in said Declaration of Covenants, Conditions and Restrictions of 1322-1324 Hampshire Street, referred to hereinabove (referred to herein as "the Declaration").

Excepting therefrom, any portion of the common area lying within said Unit.

Also excepting therefrom:

(a) Easements through said Unit, appurtenant to the Common Area and all other Units, for support and repair of the common area and all other units.

(b) Easements, appurtenant to the common area for encroachment upon the air space of the Unit by those portions of the common area located within the Unit.

PARCEL B:

An undivided 50% interest in and to the Common Area as shown on the Plan and defined in the Declaration, excepting therefrom the following:

(a) Exclusive easements, other than those shown in Parcel C herein, as shown on the Plan and excepting by Grantor to units for use as defined in the Declaration;

(b) Non-exclusive easements appurtenant to all units for ingress and egress, support, repair and maintenance.

PARCEL C:

The following easements appurtenant to Parcel A above as set forth and defined in the Declaration:

(a) The exclusive easement to use the parking area designated as ___ on the Plan.

(b) The exclusive easement to use the storage area designated as S-1324 on the Plan.

(b) The exclusive easement to use the exclusive use common area designated as EUCA-1324 on the Plan.

PARCEL D:

A non-exclusive easement appurtenant to Parcel A above for support, repair and maintenance, and for ingress and egress through the Common Area in accordance with California Civil Code Section 1361(a).

PARCEL E:

Encroachment easements appurtenant to the Unit in accordance with the provisions of the Declaration.

RECORDING REQUESTED BY
VANESSA HIERBAUM, ESQ.

AND WHEN RECORDED MAIL TO:
VANESSA HIERBAUM,ESQ:

KAYE•MOSER•HIERBAUM LLP
One Embarcadero, Suite 1650
San Francisco, CA 94111

Title Order No. _____

Escrow No. _____

San Francisco Assessor-Recorder
Carmen Chu, Assessor-Recorder
DOC- 2014-J890393-00
Check Number 5220
Tuesday, JUN 03, 2014 12:17:58
Ttl Pd $27.00 Rcpt # 0004949932
cal/AK/1-4

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN Lot 23; Block 4275

Interspousal Transfer Deed

Grant Deed (Excluded from Reappraisal Under Proposition 13, i.e., Calif. Const. Art 13A§1 et. seq.)

The undersigned Grantor(s) declare(s) under penalty of perjury that the following is true and correct:

Documentary transfer tax is $-0-

☐ Computed on full value of property conveyed, or ☐ Computed on full value less value of liens and encumbrances remaining at time of sale, or ☐ is exempt from imposition of the Documentary Transfer Tax pursuant to Revenue and Tax Code §11927(a), on transferring community, quasi-community, or quasi-marital property, assets between spouses, pursuant to a judgment, an order, or a written agreement between spouses in contemplation of any such judgment or order.

☐ Other exemptions: (state reason and give Code § or Ordinance number) _____

☐ Unincorporated area: ☐ City of _____ and

This is an Interspousal Transfer under §63 of the Revenue and Taxation Code and Grantor(s) has (have) checked the applicable exclusion from Reappraisal under Proposition 13:

☐ A transfer to a trustee for the beneficial use of a spouse, or the surviving spouse of a deceased transferor, or by a trustee of such a trust to the spouse of the trustor,

☐ A transfer which takes effect upon the death of a spouse,

☒ A transfer to a spouse or former spouse in connection with a property settlement agreement or decree of dissolution of a marriage of legal separation, or

☐ A creation, transfer, or termination, solely between spouses, of any co-owner's interest.

☐ The distribution of a legal entity's property to a spouse or former spouse in exchange for the interest of such spouse in the legal entity in connection with a property settlement agreement or a decree of dissolution of a marriage or legal separation.

☐ Other: _____

GRANTOR(S): TIMOTHY B. LENNON and LISA R. SCHIFF who acquired title as joint tenants

hereby GRANT(S) to TIMOTHY B. LENNON and LISA R. SCHIFF, each as to an undivided 50% interest as tenants in common

the following described real property in the County of SAN FRANCISCO **, State of California**

SEE EXHIBIT A

Dated MAY 12 2014 STILL 1316 York

TIMOTHY B. LENNON

LISA R. SCHIFF

STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

On MAY 12 2014 , before me,
G. ALMENDARES JR
(here insert name and title of the officer)
personally appeared TIMOTHY B LENNON
and LISA R SCHIFF

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

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

WITNESS my hand and official seal.

Signature _____

G. ALMENDARES JR.
Commission # 1959375
Notary Public - California
San Francisco County
My Comm. Expires Nov 28, 2015

(This area for official notarial seal)

MAIL TAX STATEMENTS TO: Lisa R. Schiff (NAME) 137 ~~1316~~ York Street (ADDRESS) San Francisco, CA 94110 (CITY, STATE, ZIP)

RE-877

H085540

Order No. : 413634-FEM

EXHIBIT "A"

The land referred to is situated in the State of California, City and County of San Francisco, and is described as follows:

Commencing at a point on the easterly line of York Street, distant thereon 90 feet southerly from the southerly line of 25th Street; running thence southerly along said line of York Street 25 feet; thence at a right angle easterly 100 feet; thence at a right angle northerly 25 feet; thence at a right angle westerly 100 feet to the point of commencement.

Being a portion of Mission Block No. 177, City and County of San Francisco, State of California.

Assessor's Lot 23; Block 4275

CALIFORNIA ACKNOWLEDGMENT

State of California
County of {SAN FRANCISCO} ss.

On **May 12, 2014,** before me, **G. ALMENDARES JR, Notary Public,** personally appeared, **TIMOTHY B LENNON** who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) **is/ are** subscribed to the within instrument and acknowledged to me that **he/ she/ they** executed the same in **his/ her/ their** authorized **capacity(ies),** and that by **his/ her/ their signatures(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.

G. ALMENDARES JR.
Commission # 1959375
Notary Public - California
San Francisco County
My Comm. Expires Nov 28, 2015

Signature **G. ALMENDARES JR. Notary Public**

(seal)

OPTIONAL INFORMATION

Date of Document: **05/12/2014**

Thumbprint of Signer

Type or Title of Document : **INTERSPOUSAL GRANT DEED**

Number of Pages in Document : **01**

Document in a Foreign Language : **NO**

Type of Satisfactory Evidence:

_____ Personally Known with Paper Identification
X Paper Identification
_____ Credible Witness(es)

☐ Check here if no thumbprint or fingerprint is available.

Capacity of Signer: as Grantor and Trustee
_____ Trustee
_____ Power of Attorney
_____ CEO / CFO / COO
_____ President / Vice-President / Secretary / Treasurer
_____ Other: _____

Other Info: PROPERTY ADDRESS: 1317 YORK ST, SAN FRANCISCO, CA. 94110

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CALIFORNIA ACKNOWLEDGMENT

State of California
County of {SAN FRANCISCO} ss.

On **May 12, 2014,** before me, **G. ALMENDARES JR, Notary Public**, personally appeared, **LISA R SCHIFF** who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) **is/ are** subscribed to the within instrument and acknowledged to me that **he/ she/ they** executed the same in **his/ her/ their** authorized **capacity(ies),** and that by **his/ her/ their signatures(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.

G. ALMENDARES JR.
Commission # 1959375
Notary Public - California
San Francisco County
My Comm. Expires Nov 28, 2015

Signature G. ALMENDARES JR. Notary Public

(seal)

OPTIONAL INFORMATION

Date of Document: **05/12/2014**

Thumbprint of Signer

Type or Title of Document : **INTERSPOUSAL GRANT DEED**

Number of Pages in Document : 01

Document in a Foreign Language : **NO**

Type of Satisfactory Evidence:

_____ Personally Known with Paper Identification
X Paper Identification
_____ Credible Witness(es)

☐ Check here if no thumbprint or fingerprint is available.

Capacity of Signer: as Grantor and Trustee
_____ Trustee
_____ Power of Attorney
_____ CEO / CFO / COO
_____ President / Vice-President / Secretary / Treasurer
_____ Other: _____

Other Info: PROPERTY ADDRESS: 1317 YORK ST, SAN FRANCISCO, CA. 94110

© 2008 Allstate Notary Preperation, Inc. - (800) 629-5456 - www.allstatenotary.com

RECORDING REQUESTED BY:

Old Republic Title Company

Order #: 0219016930-MP
APN No.: Block 4275 -Lot 003 ✓

WHEN RECORDED MAIL TO

Charles Ma
59 Chenery St.
San Francisco, CA 94131

20159K01018000003
San Francisco Assessor-Recorder
Carmen Chu, Assessor-Recorder
DOC 2015-K010180-00
Acct 5002-Old Republic Title Company
Thursday, JAN 22, 2015 09:51:43
Ttl Pd $24.00 Nbr-0005089366
ofa/RE/1-3

1330 Hampshire St. ✓

SPACE ABOVE THIS LINE FOR RECORDERS USE

Quitclaim Deed

Monument Preservation Fee is $0.00
The undersigned grantor(s) declare(s):
Documentary transfer tax is $0.00
( ) computed on full value of property conveyed, or
( ) computed on full value less value of liens and encumbrances remaining at time of sale.
( ) Unincorporated area: (X) City of San Francisco $0.00
( ) Realty not sold.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Irene Yang Lee, wife of grantee herein

hereby REMISE(S), RELEASE(S) AND FOREVER QUITCLAIM(S) to
Charles Ma, a married man as his sole and separate property

that property in City of San Francisco, San Francisco County, State of California, described as:
See "Exhibit A" attached hereto and made a part hereof.
This Deed is given to establish of record that the undersigned Grantor, spouse of the Grantee herein, acquired no interest to said property by reason of the Deed to said Grantee recording concurrently herewith and the interest acquired by said Grantee is his/her sole and separate property.

Mail Tax Statements to Grantee at address above

Date January 20, 2015

Irene Yang Lee

MAIL TAX STATEMENTS AS DIRECTED ABOVE

RECORDING REQUESTED BY:

Old Republic Title Company

Order #: 0219016930-MP
APN No.: Block 4275 -Lot 003

WHEN RECORDED MAIL TO

Charles Ma
59 Chenery St.
San Francisco, CA 94131

1352 Hampshire St.

SPACE ABOVE THIS LINE FOR RECORDERS USE

Quitclaim Deed

Monument Preservation Fee is $0.00
The undersigned grantor(s) declare(s):
Documentary transfer tax is $0.00
( ) computed on full value of property conveyed, or
( ) computed on full value less value of liens and encumbrances remaining at time of sale.
( ) Unincorporated area: (X) City of San Francisco $0.00
( ) Realty not sold.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Irene Yang Lee, wire of grantee herein

hereby REMISE(S), RELEASE(S) AND FOREVER QUITCLAIM(S) to
Charles Ma, a married man as his sole and separate property

that property in City of San Francisco, San Francisco County, State of California, described as:
See "Exhibit A" attached hereto and made a part hereof.
This Deed is given to establish of record that the undersigned Grantor, spouse of the Grantee herein, acquired no interest to said property by reason of the Deed to said Grantee recording concurrently herewith and the interest acquired by said Grantee is his/her sole and separate property.

Mail Tax Statements to Grantee at address above

Date January 20, 2015

Irene Yang Lee

MAIL TAX STATEMENTS AS DIRECTED ABOVE

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

State of California
County of San Francisco

On Jan 20, 2015 before me, Leonidas Paiz a Notary Public, personally appeared Irene Yang Lee, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

Name: Leonidas Paiz
(Typed or Printed)

LEONIDAS PAIZ
Commission # 2032897
Notary Public - California
San Francisco County
My Comm. Expires Aug 5, 2017

(Seal)

LEONIDAS PAIZ
Commission # 2032897
Notary Public - California
San Francisco County
My Comm. Expires Aug 5, 2017

MAIL TAX STATEMENTS AS DIRECTED ABOVE

ORDER NO. : 0219016930-MP

EXHIBIT A

The land referred to is situated in the County of San Francisco, City of San Francisco, State of California, and is described as follows:

Beginning at a point on the Westerly line of Hampshire Street, distant thereon 115 feet Northerly from the Southwesterly corner of Hampshire Street and 25th Street; and running thence Southerly along said line of Hampshire Street 25 feet; thence at a right angle Westerly 100 feet; thence at a right angle Northerly 25 feet; thence at a right angle Easterly 100 feet to the point of beginning.

Being a portion of Mission Block No. 177

Assessor's Lot 003; Block 4275

San Francisco Assessor-Recorder
Carmen Chu, Assessor-Recorder
DOC- 2016-K217889-00
Thursday, MAR 17, 2016 14:19:03
Tel Pd $30.00 Rcpt # 0005332281
bar/DM/1-6

Recording Requested by and
When Recorded Return To:
1624 ALABAMA ST
SF CA 94110

DECLARATION OF USE

I/WE CHARLES MA, OWNER/AUTHORIZED AGENT OF THE HEREIN DESCRIBED PROPERTY COMMONLY KNOWN AS.

1330 HAMPSHIRE ST

SAN FRANCISCO, ASSESSOR'S BLOCK 4275 , LOT 003

HEREBY CONSENT TO THE WITHIN DESCRIBED CONDITIONS THAT APPEAR ON EXHIBIT "A" ATTACHED:

Minor Sidewalk Encroachment	**Permit #**	**16MSE-0063**

(SIGNED) CHARLES MA
OWNER/AUTHORIZED AGENT

DATE OF EXECUTION: 3/17/16

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

STATE OF CALIFORNIA)
)
) SS.
COUNTY OF SAN FRANCISCO)

On MARCH 17, 2016 before me, ANTHONY MONTERO a Notary Public personally appeared CHARLES MA who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal

Signature ANTHONY MONTERO

ANTHONY MONTERO
COMM. # 2119757
NOTARY PUBLIC - CALIFORNIA
SAN FRANCISCO COUNTY
My Comm. Expires Aug. 13, 2019

8101

EXHIBIT "A"

City and County of San Francisco
San Francisco Public Works Bureau of Street Use and Mapping
1155 Market Street, 3rd Floor · San Francisco, CA 94103
sfpublicworks.org · tel 415-554-5810 · fax 415-554-6161

16MSE-0063 — *Minor Sidewalk Encroachment Permit*

Address : 1330 HAMPSHIRE ST **Cost: $166.50** **Block:4275 Lot: 003 Zip: 94110**

Pursuant to Article 15, Section 723 2 of the Public Works Code, permission revocable at the will of the Director of Public Works to occupy a portion of the public right-of-way is granted to Permittee

Applicant/Agent of Owner

Name:	Charles Ma		
Address:	1778 Sutter Street San Francisco, CA 94115		
Contact:	Charles Ma	**Phone:**	917-837-0015

Property Owner (Permittee)

Property Owner:	MA CHARLES		
Mail Address:	1624 ALABAMA ST		
	SAN FRANCISCO	CA	94110

Conditions	
Construction Date	
Business Nature:	
Occupy, construct and maintain encroachment(s)	Warped driveway and planters with 30" high diverters on both sides
Square Feet	42
Type/Description	Warped Driveway, Planters
Permit Landscape Type	None
Landscape Dimensions	0
Inspection	This permit is invalid until the permittee contacts DPW at 554-7149 to activate the permit and schedule an inspection at least 72 hours prior to work. Failure to comply with the stated conditions will render this permit null and void.

The undersigned Permittee hereby agrees to comply with all requirements and conditions noted on this permit

Approved Date : 03/17/2016

Applicant/Permitee — Date 3/17/16

Approved Director of Public Works By KL

Printed . 3/17/2016 1:02:29 PM Plan Checker Kathy Liu

EXHIBIT "A"

REVOCABLE PERMIT IS GRANTED SUBJECT TO THE FOLLOWING CONDITIONS

1 The permittee shall verify the locations of any City or public service utility company facilities and shall assume all responsibility for any damage to such facilities due to the work authorized under this permit

2 The construction and maintenance shall be where and as shown on the plans submitted, revised and filed in the Department of Public Works

3 The permittee shall obtain a building permit at the Department of Building Inspection, 1660 Mission Street for the construction or alteration of any building

4 The permittee shall contact the Street Improvement Inspectors, 554-7149, at least 48 hours prior to starting work to arrange an inspection schedule

5 The permittee shall submit to the Bureau of Street-Use and Mapping a non-refundable fee as set forth in DPW Fee Schedule for processing and inspection, made payable to the Department of Public Works All Minor Sidewalk Encroachment Permits shall be notarized and recorded at the County Recorder's Office, City Hall, Room 190

6 Pursuant to Ordinance No 57-06, Minor Sidewalk Encroachment Permits may be subject to an annual assessment fee as set forth by the Board of Supervisors

7 The permittee or subsequent owner or owners recognize and understand that this permit may create a possessory interest subject to property taxation and that the permittee or subsequent owner or owners may be subject to the payment of such taxes

8 The permittee shall acknowledge his obligation to inform subsequent owners or owner of the responsibilities of this permit

9 The permission granted by this order is merely a revocable license The Director of Public Works may revoke said permission at will, and upon revocation thereof, the undersigned permittee, subsequent owners, or their heirs and assignees will within 30 days remove or cause to be removed the encroachment and all the materials used in connection with its construction, without expense to the City and County of San Francisco, and restore the area to a condition satisfactory to the Department of Public Works

10 The permittee or subsequent owner or owners recognize the recordation of this permit

11 In consideration of this Permit being issued for the work described in the application, Permittee on its behalf and that of any successor or assign, and on behalf of any lessee, promises and agrees to perform all the terms of this Permit and to comply with all applicable laws, ordinances and regulations

12 Permittee agrees on its behalf and that of any successor or assign to hold harmless, defend, and indemnify the City and County of San Francisco, including, without limitation, each of its commissions, departments, officers, agents and employees (hereinafter collectively referred to as the "City") from and against any and all losses, liabilities, expenses, claims, demands, injuries, damages, fines, penalties, costs or judgments including, without limitation, attorneys' fees and costs (collectively, "claims") of any kind allegedly arising directly or indirectly from (i) any act by, omission by, or negligence of, Permittee or its subcontractors, or the officers, agents, or employees of either, while engaged in the performance of the work authorized by this Permit, or while in or about the property subject to this Permit for any reason connected in any way whatsoever with the performance of the work authorized by this Permit, or allegedly resulting directly or indirectly from the maintenance or installation of any equipment, facilities or structures authorized under this Permit, (ii) any accident or injury to any contractor or subcontractor, or any officer, agent, or employee of either of them, while engaged in the performance of the work authorized by this Permit, or while in or about the property, for any reason connected with the performance of the work authorized by this Permit, or arising from liens or claims for services rendered or labor or materials furnished in or for the performance of the work authorized by this Permit, (iii) injuries or damages to real or personal property, good will, and persons in, upon or in any way allegedly connected with the work authorized by this Permit from any cause or claims arising at any time, and (iv) any release or discharge, or threatened release or discharge, of any hazardous material caused or allowed by Permittee in, under, on or about the property subject to this Permit or into the environment As used herein, "hazardous material" means any substance, waste or material which, because of its quantity, concentration of physical or chemical characteristics is deemed by any federal, state, or local governmental authority to pose a present or potential hazard to human health or safety or to the environment

13 Permittee must hold harmless, indemnify and defend the City regardless of the alleged negligence of the City or any other party, except only for claims resulting directly from the sole negligence or willful misconduct of the City Permittee specifically acknowledges and agrees that it has an immediate and independent obligation to defend the City from any claim which actually or potentially falls within this indemnity provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Permittee by the City and continues at all times thereafter Permittee agrees that the indemnification obligations assumed under this Permit shall survive expiration of the Permit or completion of work

14 Permittee shall obtain and maintain through the terms of this Permit general liability, automobile liability or workers' compensation insurance as the City deems necessary to protect the City against claims for damages for personal injury, accidental death and property damage allegedly arising from any work done under this Permit Such insurance shall in no way limit Permittee's indemnity hereunder Certificates of insurance, in form and with insurers satisfactory to the City, evidencing all coverages above shall be furnished to the City before commencing any operations under this Permit, with complete copies of policies furnished promptly upon City request

15 The permitteee and any permitted successor or assign recognize and understand that this permit may create a possessory interest

Permit Addresses

16MSE-0063

*RW = RockWheel, SMC = Surface Mounted Cabinets, S/W = Sidewalk Work, DB = Directional Boring, BP= Reinforced Concrete Bus Pad, UB = Reinforced Concrete for Utility Pull Boxes and Curb Ramps

Number of blocks 1 Total repair size 0 sqft Total Streetspace 0 Total Sidewalk sqft

ID	Street Name	From St	To St	Sides	*Other	Asphalt	Concrete	Street Space Feet	Sidewalk Feet
1	HAMPSHIRE ST	25TH ST	26TH ST	Even	RW False SMC . False S/W Only False DB False BP False UB. False	0	0	0	
	Total					0	0	0	

Exceptions - Coordination

It is mandatory that you coordinate your permit with the following jobs listed. You will be required to call each contact listed and create a note including the date contact was made, agreed coordination, name of contact, or date message(s) left if unable to reach a contact.

Job #	Activity	Contact	
	- Under G095 requirement, Contractor shall contact Muni Overhead Line Division of any work 10 feet in horizontal or vertical direction of overhead lines. Contact: Tim Lipps @ (415) 554-9227		☐
Your Notes:			
Streets:	HAMPSHIRE ST / 25TH ST - 26TH ST -		
15EXC-3247	**Esquivel Grading & Paving, Inc. - Conflict with existing excavation permit. It is mandatory that you coordinate all work for joint paving.**	**(415) 354-4870 - (415) 354-4870**	☐
Your Notes:			
Streets:	HAMPSHIRE ST / 25TH ST - 26TH ST -		

Exceptions

16MSE-0063

Street Name	From St	To St	Message	Job	Contact	Dates
HAMPSHIRE ST						
	25TH ST	26TH ST -	Conflict with existing Street Use Permit	13ECN-0078	800-743-5000 - 800-743-5000	Jan 10 2013-
	25TH ST	26TH ST -	Proposed Paving	PAVING	Richard Lee -	Nov 27 2018-May 27 2019
	25TH ST	26TH ST -	Proposed Excavation	SF DPW IDC - Hydraulic	Allison Seibel -	Nov 27 2018-May 27 2019
	25TH ST	26TH ST -	Proposed Excavation	SF Planning	Adam Varat -	Jan 1 2020-Dec 31 2020

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CITY & COUNTY ASSESSOR 1995

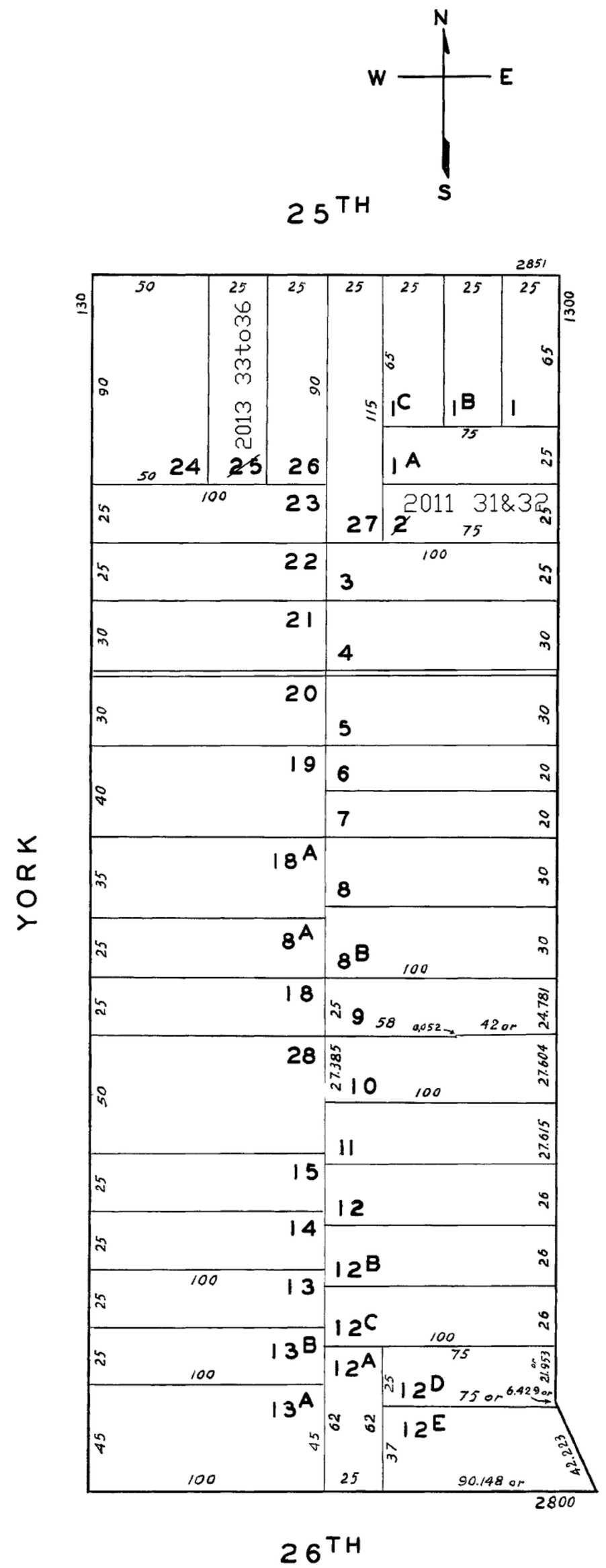
4275

MISSION BLK. 177

REVISED 1970

Revised 2011
Revised 2013

lot2 into lots 31&32 for 2011 roll
lot25 into lots33to36 for 2013 roll



Recorded Maps Scraper for "4275-003" [http://recorder2.sfgov.org/sanfrancisco/srecord_current.shtml]
> (DEED NONTAX) 4275-003_2016-K242457.pdf
> (DEED) 4275-003_2015-K010180.pdf
> (DEED) 4275-003_2015-K010181.pdf
> COULD NOT DOWNLOAD DEED, 4275-003_1994-F569036.pdf
> COULD NOT DOWNLOAD DEED, 4275-003_1993-F509174.pdf

Recorded Maps Scraper for "4275-004" [http://recorder2.sfgov.org/sanfrancisco/srecord_current.shtml]
> (DEED) 4275-004_2016-K373072.pdf
> (DEED) 4275-004_2012-J473460.pdf
> (DEED) 4275-004_2012-J473461.pdf
> (DEED) 4275-004_2012-J473462.pdf
> (DEED) 4275-004_2001-G924752.pdf
> COULD NOT DOWNLOAD DEED, 4275-004_1998-G442855.pdf

Recorded Maps Scraper for "4275-021" [http://recorder2.sfgov.org/sanfrancisco/srecord_current.shtml]

Recorded Maps Scraper for "4275-022" [http://recorder2.sfgov.org/sanfrancisco/srecord_current.shtml]
> COULD NOT DOWNLOAD DEED, 4275-022_1997-G099138.pdf
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> COULD NOT DOWNLOAD DEED, 4275-022_1993-F410368.pdf
> COULD NOT DOWNLOAD DEED, 4275-022_1991-E990436.pdf

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> (DEED) 4275-023_2016-K303576.pdf
> (DEED NONTAX) 4275-023_2016-K215249.pdf
> (DEED) 4275-023_2014-J890393.pdf
> (DEED) 4275-023_2002-H085540.pdf
> COULD NOT DOWNLOAD DEED, 4275-023_1994-F658488.pdf
> COULD NOT DOWNLOAD DEED, 4275-023_1994-F658489.pdf

Recorded Maps Scraper for "4275-027" [http://recorder2.sfgov.org/sanfrancisco/srecord_current.shtml]
> (DEED) 4275-027_2009-I854347.pdf
> COULD NOT DOWNLOAD DEED, 4275-027_1992-F214406.pdf

Maps Scraper for "4275" [http://bsm.sfdpw.org/subdivision/recorded/RecordedMaps.aspx]
> (4275 / 002 (2CC)) 112cm58.tif
> (4275 / 002 (2CC)) 112cm59.tif

Central Data Scraper for "4275". This might take some time. [http://bsmnt/mapviewer/theMother.aspx?Block=4275]
> (Key Map) 280_dm.tif
> (Key Map) 280_gm.tif
> (Key Map) 280_mm.tif
> (Assessor's Map) AssessorAB4275.pdf
> (Assessor's Block Diagram) 4275a%20&%204276a.TIF
> (Assessor's Block Diagram) 4275b%20&%204276b.TIF
> (Assessor's Block Diagram) 4275c%20&%204276c.TIF
> (Assessor's Block Diagram) 4275d%20&%204276d.TIF
> (Assessor's Block Diagram) 4275e%20&%204276e.TIF
> (Assessor's Block Diagram) 4275f%20&%204276f.TIF


4272
4273
4274
4275
4276
4277
4334
4335
4336
4337
5509
5512
FLORIDA ST
BRYANT ST
YORK ST
HAMPSHIRE ST
25TH ST
26TH ST
CESAR CHAVEZ ON RAMP
POTRERO AVE
BAY SHORE BLVD ON RAMP
CESAR CHAVEZ ST
ANDREW ST
SAN BRUNO AVE
HWY 101 OFF RAMP
HWY 101 SOUTHBOUND
HWY 101 NORTHBOUND
HWY 101 S ON RAMP
BAY SHORE BLVD
PRECITA AVE
BM11805
BM11259
BM11258
BM11255
BM11256
19104
19134
22167

W-8-10

Mission Block 28
W side Mdst
54'10½" to NR

DOLORES ST. | GUERRERO ST. | VALENCIA ST. | MISSION ST. | VAN NESS AVE. So. | FOLSOM ST. | HARRISON ST. | ALABAMA ST. | FLORIDA ST. | BRYANT ST. | YORK ST. | HAMPSHIRE ST. | POTRERO AVE.

14TH ST. — 661.250 | 642.500 (+.06) | 642.500 (+.06) | 632.500 (-.11) | 632.500 (-.08) | 632.500 | 632.500 (-0.07)

ALAMEDA ST.

15TH ST.

16TH ST.

17TH ST.

MARIPOSA ST.

18TH ST.

19TH ST.

20TH ST.

21ST ST.

22ND ST.

23RD ST.

24TH ST.

25TH ST.

ARMY ST.

661.250 | 642.500 (+0.) | 642.500 (+0.06) | 632.500 (-0.11) | 632.500 (-0.08) | 632.500

NOTE

14TH ST.	Garen	3529 - 9946 M	DOLORES ST.	Garen	534 - 10108 M
15TH ST.	"	3551 - 9951 M	GUERRERO ST.	Coughlan + Eggert	545 - 10041 M
16TH ST.	Coughlan	3556 - 10086 M	VALENCIA ST.	Flamm.	3546 - 7836 M
17TH ST.	Eggert	3567 - 9954 M	MISSION ST.	Coughlan	3547 - 10142 M
18TH ST.	Garen	3573 - 9956 M	VAN NESS AVE. So.	Flamm	3548 - 10026 M
19TH ST.	"	3587 - 9958 M	FOLSOM ST.	"	3549 - 10012 M
20TH ST.	Eggert	3593 - 9964 M	HARRISON ST.	"	3550 - 9944 M
21ST ST.	Flamm	3607 - 9976 M	ALABAMA ST.		
22ND ST.	Coughlan-Eggert	3618 - 9987 M	FLORIDA ST.		
23RD ST.	Eggert	3647 - 10118 M	BRYANT ST.		
24TH ST.	Garen	3647 - 10119 M	YORK ST.		
25TH ST.	Flamm	4235 - 10024 M	HAMPSHIRE ST.		
26TH ST.	Garen	4265 - 10007 M	POTRERO AVE.		
ARMY ST.			Additional Notes	Eggert	3546 - 10,318 M

Amended: 50.505 to 55.505 Sept. 12, 1938
22nd St. + Folsom St.
14th St. - Guerrero to Harrison 4-7-41 - 3529 / 12490 M
Valencia - 14th to Army 7-24-42 3546 / 12825 M

CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF PUBLIC WORKS
BUREAU OF ENGINEERING
DIVISION OF SURVEYS
John J. Casey, City Engineer

MONUMENT MAP
OF THE DISTRICT BOUNDED BY
POTRERO AVENUE, DOLORES STREET, FOURTEENTH STREET AND ARMY STREET.

JANUARY. 1935.

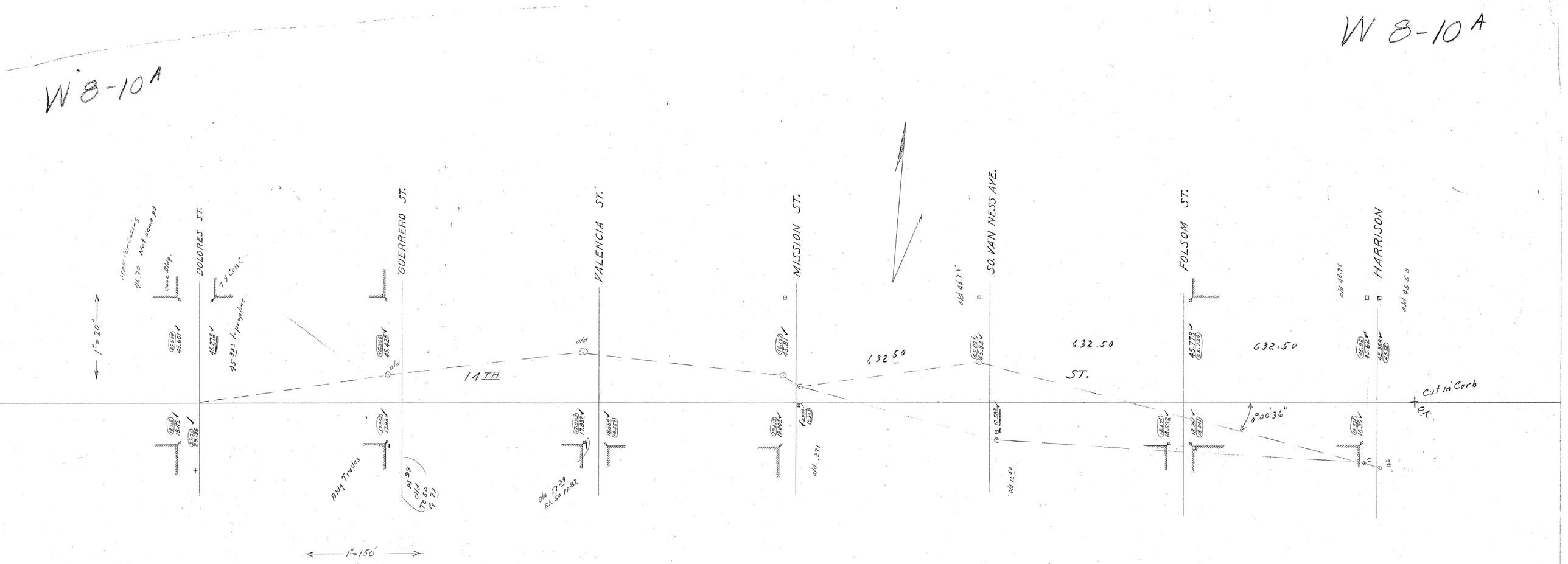
	Supersedes ..... / Superseded by	In 1 Sheet / Sheet No. .....

Surveyed SEE NOTE Index No. ..... Order No. .....
Compiled E.N.G. Computed E.N.G. Checked .....
Drawn E.N.G. Traced A.N.A. & W.A.S. Checked A.N.A. & E.N.G.

Drawings	Tracings	Negatives	Prints
Case Dr. No.	Case Dr. No.	Case Dr. No.	Case Dr. No.
	W-8-10	W-8-10	W-8-10

W-8-10

W 8-10 A



Superseded by New Mon Sheets
See New Mon Index 7-1969

Notes 3529
12457 M
12690 M

W-8-10A

W-8-10

Mission Block 628
W side Mds
5-4 10½ to W R

W-8-10

DOLORES ST. | GUERRERO ST. | VALENCIA ST. | MISSION ST. | VAN NESS AVE. | FOLSOM ST. | HARRISON ST. | ALABAMA ST. | FLORIDA ST. | BRYANT ST. | YORK ST. | HAMPSHIRE ST. | POTRERO AVE.

14TH ST. | 15TH ST. | 16TH ST. | 17TH ST. | 18TH ST. | 19TH ST. | 20TH ST. | 21ST ST. | 22ND ST. | 23RD ST. | 24TH ST. | 25TH ST. | 26TH ST. | ARMY ST.

ALAMEDA ST. | MARIPOSA ST.

661.250 | 642.500 (+.06) | 642.500 (+.06) | 632.500 (-.11) | 632.500 (-.08) | 632.500

584.00 (-0.04) | 584.00 (-0.07) | 584.00 (+0.02) | 584.00 (-0.02) | 584.00 (-0.01) | 584.00 (-0.05) | 584.00 (-0.07) | 584.00 (-0.02) | 584.00 (-0.03) | 584.00 (-0.06) | 584.00 (-0.12) | 584.00 (+0.03) | 584.00 (-0.05) | 584.00 (-0.19) | 584.00 (-0.08) | 584.00 (-0.14) | 584.00 (-0.11) | 584.00 (-0.02) | 584.00 (-0.29) | 584.00 (-0.21) | 584.00 (+0.03) | 584.00 (-0.05) | 584.00 (-0.05) | 584.00 (-0.05

OFFICE COPY
W-8-10

For the adjustment which made the changes shown necessary see W 8-10A detail

W-8-10

N

DOLORES ST. | GUERRERO ST. | VALENCIA ST. | MISSION ST. | VAN NESS AVE. SO. | FOLSOM ST. | HARRISON ST. | ALABAMA ST. | FLORIDA ST. | BRYANT ST. | YORK ST. | HAMPSHIRE ST. | POTRERO AVE.

14TH ST. | 15TH ST. | 16TH ST. | 17TH ST. | 18TH ST. | 19TH ST. | 20TH ST. | 21ST ST. | 22ND ST. | 23RD ST. | 24TH ST. | 25TH ST. | 26TH ST. | ARMY ST.

ALAMEDA ST. | MARIPOSA ST.

661.250 | 642.500 (+0.06) | 642.500 (+0.06) | 632.500 (-0.11) | 632.500 (-0.08) | 632.500 | 632.500

M&M. cor. post 5480 +4560 cut curb return

NOTE

14TH ST.	Garen	3529 - 9948 M	DOLORES ST.	Garen	3534 - 10108 M
15TH ST.	"	3551 - 9951 M	GUERRERO ST.	Coughlan + Garen	3545 - 10041 M
16TH ST.	Coughlan	3556 - 10086 M	VALENCIA ST.	Flamm.	3546 - 7836 M
17TH ST.	Eggert	3567 - 9954 M	MISSION ST.	Coughlan	3547 - 10142 M
18TH ST.	Garen	3573 - 9956 M	VAN NESS AVE. SO.	Flamm	3548 - 10026 M
19TH ST.	"	3587 - 9958 M	FOLSOM ST.	"	3549 - 10012 M
20TH ST.	Eggert	3593 - 9964 M	HARRISON ST.	"	3550 - 9944 M
21ST ST.	Flamm	3607 - 9976 M	ALABAMA ST.		
22ND ST.	Coughlan-Eggert	3618 - 9987 M	FLORIDA ST.		
23RD ST.	Eggert	3647 - 10118 M	BRYANT ST.		
24TH ST.	Garen	3647 - 10119 M	YORK ST.		
25TH ST.	Flamm	4265 - 10024 M	HAMPSHIRE ST.		
26TH ST.	Garen	4265 - 10007 M	POTRERO AVE.		
ARMY ST.			Additional Notes	Eggert	3546 - 10,318 M

Mon. Line 13.75' South and East of ℄

~ AMENDED ~

16th & Dolores = 0.05
20th & Valencia = 18.28
22nd & Folsom = 55.505
14th Guerrero to Harrison 3546 / 12825 M — 3529 / 12699 M
Valencia ~ 14th to Army — 3-10-36; 9-12-38; 4-7-41 ~ 12457 M; 7-24-42

Superseded by New Mon Sheets
See New Index
7-1969

CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF PUBLIC WORKS
BUREAU OF ENGINEERING
DIVISION OF SURVEYS
John J. Casey, City Engineer

MONUMENT MAP
OF THE DISTRICT BOUNDED BY POTRERO AVENUE, DOLORES STREET, FOURTEENTH STREET AND ARMY STREET.

JANUARY. 1935.

	Supersedes ..... Superseded by New Mon Sheets	In 1 Sheet; Sheet No. .....
Surveyed See Note	Index No.	Order No. .....
Compiled E.V.C.	Computed E.V.C.	Checked .....
Drawn E.V.C.	Traced A.V.A. & H.R.S.	Checked A.V.A. & E.V.C.

Drawings	Tracings	Negatives	Prints
Case Dr. No.	Case Dr. No.	Case Dr. No.	Case Dr. No.
	W-8-10	W-8-10	W-8-10

OFFICE COPY
CITY ENGINEER
CITY PROPERTY
SAN FRANCISCO

W-8-10

Dolores | Guerrero | Valencia | Mission | Van Ness Ave South. | Folsom | Harrison | Alabama | Florida | Bryant | York | Hampshire | Potrero | Alameda | Mariposa

14TH | 15TH | 16TH | 17TH | 18TH | 19TH | 20TH | 21ST | 22ND | 23RD | 24TH | 25TH | 26TH

San Dolores

Army

Superseded by New Mon. Sheets.
See New Mon Index 7-1969

✓	14TH Garen 3550 - 9948 M	✓	DOLORES Garen 3534 - 10108 M
✓	15TH Garen 3551 - 9951 M	✓	GUERRERO Coughlan Garen 3545 - 10091 M
✓	16TH Coughlan 3556 - 10086 M	✓	VALENCIA Flamm 3546 - 7836 M
✓	17TH Eggert 3567 - 9954 M	✓	MISSION Coughlan 3547 - 10142 M
✓	18TH Garen 3573 - 9956 M	✓	HOWARD Flamm 3548 - 10026 M
✓	19TH Garen 3587 - 9958 M	✓	FOLSOM Flamm 3549 - 10012 M
✓	20TH Eggert 3593 - 9964 M	✓	HARRISON Flamm 3550 - 3944 M
✓	21ST Flamm 3607 - 9976 M		ALABAMA
✓	22ND Coughlan - Eggert 3618 - 9987 M		FLORIDA
✓	23RD Eggert 3647 - 10118 M		BRYANT
	24TH Garen 3661 - 10119 M		YORK
✓	25TH Flamm 4265 - 10024 M		HAMPSHIRE
	26TH Garen 4265 - 10007 M		POTRERO
	Army.		

19TH & 26TH Cross Meas Flamm 3529 10092 M

Black reference set before E & W lineron.

W-8-10

OWNERS' STATEMENT

"WE HEREBY STATE THAT WE ARE THE ONLY OWNERS OF OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THE HEREIN MAP, THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID REAL PROPERTY, AND THAT WE HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP AND SUBDIVISION.

WE FURTHER STATE THAT, AT OUR REQUEST, AND IN CONFORMANCE WITH THE SUBDIVISION CODE OF THE CITY AND COUNTY OF SAN FRANCISCO AND WITH SECTION 66445(e) OF THE GOVERNMENT CODE, THE SIGNATURE(S) OF THE HOLDER(S) OF BENEFICIAL INTEREST(S) OR THE TRUSTEE(S) OF SAID INTEREST(S) HAVE BEEN OMITTED FROM THIS PARCEL MAP. WE ALSO FURTHER STATE THAT THE CERTIFICATE OF CONSENT OF THESE PARTIES TO THIS MAP AND TO THE CONDOMINIUM PLAN AS REQUIRED BY SECTION 1351(e)(3)(D) OF THE CIVIL CODE HAS, OR WILL BE, OBTAINED BY SEPARATE INSTRUMENT.

IN WITNESS WHEREOF, WE, THE UNDERSIGNED, HAVE CAUSED THIS STATEMENT TO BE EXECUTED."

OWNERS:
KARIE RUBIN
DONOVAN FONES
ELEANOR S. JENNINGS

Karie Rubin
KARIE RUBIN

DONOVAN FONES

Eleanor S Jennings
ELEANOR S. JENNINGS

OWNER'S ACKNOWLEDGMENT:
STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO
ON 11/14/09 BEFORE ME, JIM LEACH
A NOTARY PUBLIC, PERSONALLY APPEARED KARIE RUBIN
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE
TO BE THE PERSON(S) WHOSE NAME(S) IS/~~ARE~~ SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT ~~HE~~/SHE/~~THEY~~ EXECUTED THE SAME IN ~~HIS~~/HER/~~THEIR~~ AUTHORIZED CAPACITY(~~IES~~), AND BY ~~HIS~~/HER/~~THEIR~~ SIGNATURE(~~S~~) ON THE INSTRUMENT THE PERSON(~~S~~), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(~~S~~) ACTED, EXECUTED THE INSTRUMENT.
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND.
SIGNATURE:
NAME: (PRINTED) JIM LEACH
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE.
PRINCIPAL PLACE OF BUSINESS : SAN FRANCISCO
COMMISSION EXPIRES: JAN 25, 2013
COMMISSION NUMBER: 1833218

OWNER'S ACKNOWLEDGMENT:
STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO
ON 11/13/09 BEFORE ME, JIM LEACH
A NOTARY PUBLIC, PERSONALLY APPEARED DONOVAN FONES
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE
TO BE THE PERSON(S) WHOSE NAME(S) IS/~~ARE~~ SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT ~~HE~~/~~SHE~~/~~THEY~~ EXECUTED THE SAME IN ~~HIS~~/~~HER~~/~~THEIR~~ AUTHORIZED CAPACITY(~~IES~~), AND BY ~~HIS~~/~~HER~~/~~THEIR~~ SIGNATURE(~~S~~) ON THE INSTRUMENT THE PERSON(~~S~~), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(~~S~~) ACTED, EXECUTED THE INSTRUMENT.
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND.
SIGNATURE:
NAME: (PRINTED) JIM LEACH
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE.
PRINCIPAL PLACE OF BUSINESS : SAN FRANCISCO
COMMISSION EXPIRES: JAN 25, 2013
COMMISSION NUMBER: 1833218

OWNER'S ACKNOWLEDGMENT:
STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO
ON 11/14/09 BEFORE ME, JIM LEACH
A NOTARY PUBLIC, PERSONALLY APPEARED ELEANOR S. JENNINGS
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE
TO BE THE PERSON(S) WHOSE NAME(S) IS/~~ARE~~ SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT ~~HE~~/SHE/~~THEY~~ EXECUTED THE SAME IN ~~HIS~~/HER/~~THEIR~~ AUTHORIZED CAPACITY(~~IES~~), AND BY ~~HIS~~/HER/~~THEIR~~ SIGNATURE(~~S~~) ON THE INSTRUMENT THE PERSON(~~S~~), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(~~S~~) ACTED, EXECUTED THE INSTRUMENT.
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND.
SIGNATURE:
NAME: (PRINTED) JIM LEACH
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE.
PRINCIPAL PLACE OF BUSINESS : SAN FRANCISCO
COMMISSION EXPIRES: JAN 25, 2013
COMMISSION NUMBER: 1833218

58

CITY AND COUNTY SURVEYOR'S STATEMENT

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

BRUCE R. STORRS, CITY AND COUNTY SURVEYOR
CITY AND COUNTY OF SAN FRANCISCO

Bruce St
BRUCE STORRS
LS 6914
LICENSE EXPIRES 9-30-2011

DATE: DECEMBER 4, 2009

PROFESSIONAL LAND SURVEYOR
BRUCE R. STORRS
No. 6914
Exp. 9.30.11
STATE OF CALIFORNIA

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF DONOVAN FONES ON JULY 5, 2007. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY, AND THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

PERICLES MINOS COSSEBOOM L.S. 5102 EXP. 6/11

LICENSED LAND SURVEYOR
PERICLES M. COSSEBOOM
Exp. 6/11
NO 5102
STATE OF CALIFORNIA

12/27/09

RECORDER'S STATEMENT
FILED THIS 10th DAY OF DECEMBER, 2009, AT 8:13A M IN
BOOK 112 OF CONDOMINIUM MAPS AT PAGES 58-59
AT THE REQUEST OF PERICLES COSSEBOOM, L.S.
SIGNED:
COUNTY RECORDER
CITY AND COUNTY OF SAN FRANCISCO

FILED
Not Returnable

San Francisco Assessor-Recorder
Phil Ting, Assessor-Recorder
DOC- 2009-I884417-00
Check Number 1230
Thursday, DEC 10, 2009 08:13:00
Ttl Pd $11.00 Rcpt # 0003807967
REEL K036 IMAGE 0239
ota/TD/1-2

PARCEL MAP 5158

A TWO UNIT RESIDENTIAL CONDOMINIUM PROJECT

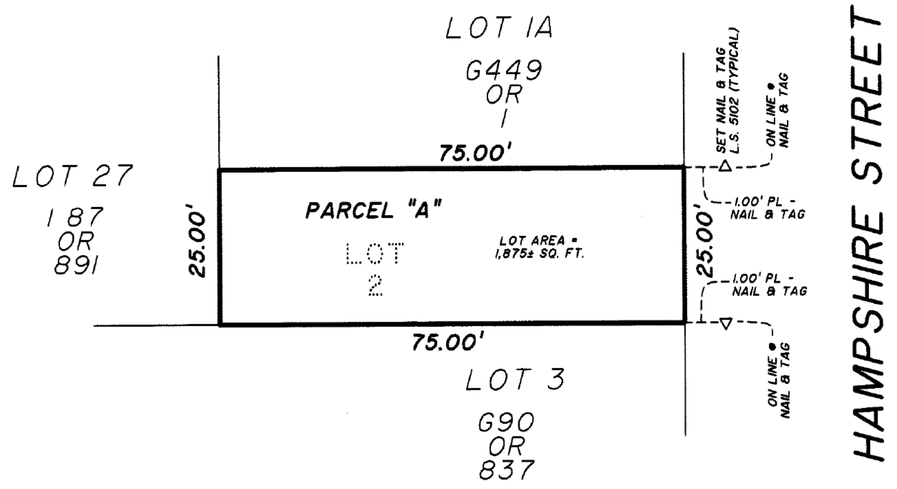
A SUBDIVISION OF THAT REAL PROPERTY DESCRIBED IN THAT CERTAIN DEED RECORDED ON JUNE 1, 2005 IN REEL I 901 AT IMAGE 218 CITY AND COUNTY OF SAN FRANCISCO CALIFORNIA

December, 2009

PERI COSSEBOOM
LICENSED LAND SURVEYORS
584 Castro St., Ste. 840
San Francisco, Ca. 94114
(415) 391-9900

AB 4275 LOT 2
PROJECT ADDRESS:
1322-1324 HAMPSHIRE ST.

Job No. 3260
12/09



SITE DETAIL

SCALE: 1"=16'

THE INTERIOR ANGLES MEASURED AT THE CORNERS OF THE PREMISES SURVEYED ARE 90°.

ESTABLISHMENT OF THE SIDELINES OF THE STREETS:

THE WESTERLY LINE OF HAMPSHIRE STREET AND THE SOUTHERLY LINE OF 25TH STREET WERE ESTABLISHED BY OCCUPANCY. THIS WAS SUBSTANTIATED BY A SURVEY OF THE LINES OF POSSESSION ON THIS BLOCK AS EVIDENCED BY THE LOCATION OF STRUCTURES AND SURVEY REFERENCE POINTS OF UNKNOWN ORIGIN (eg."L" CUTS).

EXCEPT AS SHOWN HEREON THE INFORMATION SHOWN ON MONUMENT MAP 280, FILED IN THE OFFICE OF THE CITY ENGINEER OF THE CITY AND COUNTY OF SAN FRANCISCO WAS EVALUATED BUT NOT USED IN THE PERFORMANCE OF THIS SURVEY.

THE OTHER STREET LINES SHOWN HEREON WERE NOT ESTABLISHED. THEY ARE SHOWN HEREON TO FACILITATE THE RECOVERY OF MONUMENT LINE REFERENCE POINTS.

BASIS OF SURVEY:

DEED, RECORDED JUNE 1, 2005, IN BOOK 1 901 AT PAGE 218 OF THE OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO.

DETAILS NEAR PROPERTY LINES ARE NOT TO SCALE AND HAVE BEEN EXAGGERATED FOR CLARITY.

UNLESS NOTED OTHERWISE ALL MEASUREMENTS TO MONUMENT LINES SHOWN HEREON ARE MEASURED AT 90 DEGREE ANGLES TO THE PROPERTY LINES.

DISTANCES ARE MEASURED IN FEET AND DECIMALS THEREOF.

ASSESSOR'S PARCEL NUMBERS SHOWN HEREON ARE FOR INFORMATIONAL PURPOSES ONLY AND SHALL NOT BE RELIED UPON FOR ANY OTHER PURPOSE.

UNIT	LOT
1322	31
1324	32

GENERAL NOTES

A) THIS MAP IS THE SURVEY MAP PORTION OF A CONDOMINIUM PLAN AS DESCRIBED IN SECTION 1351 (e), CALIFORNIA CIVIL CODE AND THE MAXIMUM NUMBER OF UNITS PERMITTED IS TWO (2).

B) ALL INGRESS(ES), EGRESS(ES), PATH(S) OF TRAVEL, FIRE/EMERGENCY EXIT(S) AND EXITING COMPONENTS, EXIT PATHWAY(S) AND PASSAGEWAY(S), STAIRWAY(S), CORRIDOR(S), ELEVATOR(S), AND COMMON USE ACCESSIBLE FEATURE(S) AND FACILITIES SUCH AS REST ROOMS THAT THE BUILDING CODE REQUIRES FOR COMMON USE SHALL BE HELD IN COMMON UNDIVIDED INTEREST.

C) UNLESS SPECIFIED OTHERWISE IN THE GOVERNING DOCUMENTS OF A CONDOMINIUM HOMEOWNERS' ASSOCIATION, INCLUDING ITS CONDITIONS, COVENANTS, AND RESTRICTIONS, THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE, IN PERPETUITY, FOR THE MAINTENANCE, REPAIR, AND REPLACEMENT OF:

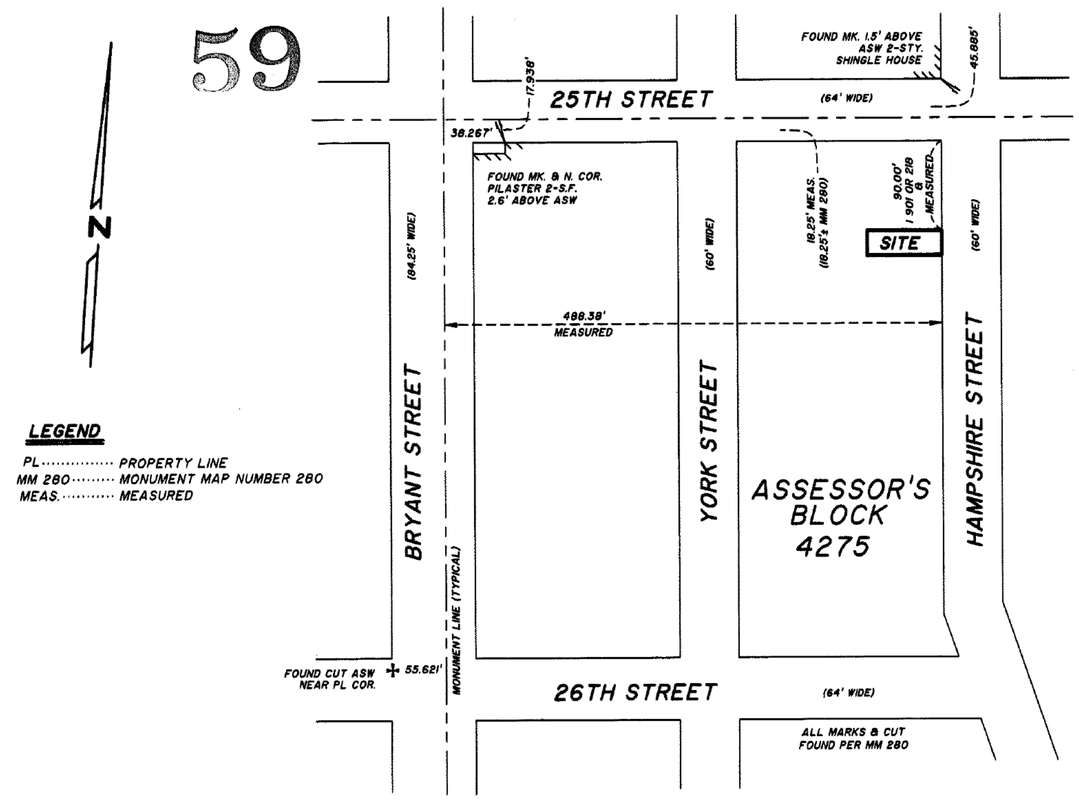
(I) ALL GENERAL USE COMMON AREA IMPROVEMENTS; AND
(II) ALL FRONTING SIDEWALKS, ALL PERMITTED OR UNPERMITTED PRIVATE ENCROACHMENTS AND PRIVATELY MAINTAINED STREET TREES FRONTING THE PROPERTY, AND ANY OTHER OBLIGATION IMPOSED ON PROPERTY OWNERS FRONTING A PUBLIC RIGHT-OF-WAY PURSUANT TO THE PUBLIC WORKS CODE OR OTHER APPLICABLE MUNICIPAL CODES.

D) IN THE EVENT THE AREAS IDENTIFIED IN (C)(II) ARE NOT PROPERLY MAINTAINED, REPAIRED, AND REPLACED ACCORDING TO THE CITY REQUIREMENTS, EACH HOMEOWNER SHALL BE RESPONSIBLE TO THE EXTENT OF HIS/HER PROPORTIONATE OBLIGATION TO THE HOMEOWNERS' ASSOCIATION FOR THE MAINTENANCE, REPAIR, AND REPLACEMENT OF THOSE AREAS. FAILURE TO UNDERTAKE SUCH MAINTENANCE, REPAIR, AND REPLACEMENT MAY RESULT IN CITY ENFORCEMENT AND ABATEMENT ACTIONS AGAINST THE HOMEOWNERS' ASSOCIATION AND/OR THE INDIVIDUAL HOMEOWNERS, WHICH MAY INCLUDE, BUT NOT BE LIMITED TO IMPOSITION OF A LIEN AGAINST THE HOMEOWNER'S PROPERTY.

E) APPROVAL OF THIS MAP SHALL NOT BE DEEMED APPROVAL OF THE DESIGN, LOCATION, SIZE, DENSITY OR USE OF ANY STRUCTURE(S) OR ANCILLARY AREAS OF THE PROPERTY ASSOCIATED WITH STRUCTURES, NEW OR EXISTING, WHICH HAVE NOT BEEN REVIEWED OR APPROVED BY APPROPRIATE CITY AGENCIES NOR SHALL SUCH APPROVAL CONSTITUTE A WAIVER OF THE SUBDIVIDER'S OBLIGATION TO ABATE ANY OUTSTANDING MUNICIPAL CODE VIOLATIONS. ANY STRUCTURES CONSTRUCTED SUBSEQUENT TO APPROVAL OF THIS PARCEL MAP SHALL COMPLY WITH ALL RELEVANT MUNICIPAL CODES, INCLUDING BUT NOT LIMITED TO THE PLANNING, HOUSING AND BUILDING CODES, IN EFFECT AT THE TIME OF ANY APPLICATION FOR REQUIRED PERMITS.

F) BAY WINDOWS, FIRE ESCAPES AND OTHER ENCROACHMENTS (IF ANY SHOWN HEREON, THAT EXIST, OR THAT MAY BE CONSTRUCTED) ONTO OR OVER HAMPSHIRE STREET ARE PERMITTED THROUGH AND ARE SUBJECT TO THE RESTRICTIONS SET FORTH IN THE BUILDING CODE AND PLANNING CODE OF THE CITY AND COUNTY OF SAN FRANCISCO. THIS MAP DOES NOT CONVEY ANY OWNERSHIP INTEREST IN SUCH ENCROACHMENT AREAS TO THE CONDOMINIUM UNIT OWNER(S).

G) ENCROACHMENT FROM/ONTO ADJOINING PROPERTIES THAT MAY EXIST OR MAY BE CONSTRUCTED IS HEREBY ACKNOWLEDGED AND IT SHALL BE THE RESPONSIBILITY SOLELY OF THE PROPERTY OWNERS INVOLVED TO RESOLVE ANY ISSUES THAT MAY ARISE THEREFROM. THIS MAP DOES NOT CONVEY ANY OWNERSHIP INTEREST IN SUCH ENCROACHMENT AREAS TO THE PROPERTY OWNERS.



TIES TO CONTROLLING MONUMENTS

SCALE: 1"=100'

PARCEL MAP 5158

A TWO UNIT RESIDENTIAL CONDOMINIUM PROJECT

A SUBDIVISION OF THAT REAL PROPERTY DESCRIBED IN THAT CERTAIN DEED RECORDED ON JUNE 1, 2005 IN REEL 1 901 AT IMAGE 218 CITY AND COUNTY OF SAN FRANCISCO CALIFORNIA

Scale: As Shown **December, 2009**

PERI COSSEBOOM
LICENSED LAND SURVEYORS
584 Castro St., Ste. 840
San Francisco, Ca. 94114
(415) 391-9900

AB 4275 LOT 2
PROJECT ADDRESS:
1322-1324 HAMPSHIRE ST.

Job No. 3260
12/09

MON. MAP
279

280 — 290

26TH ST. 803.375' 64' 60' 84.25' 60' 64' 60' 6'± 6'± 6'±

TION • IRVINE, CALIFORNIA
/ NUMBER 075AR
OF PRINT ON THIS LINE
PLAN HOLD CORPORATION • IRVINE, CALIFORNIA
REORDER BY NUMBER 075AR
POSITION EDGE OF PRINT ON THIS LINE
PLAN HOLD CORPORATION • IRVINE, CALIFORNIA
REORDER BY NUMBER 075AR
POSITION EDGE OF PRINT ON THIS LINE
PLAN HOLD CORPORATION •
REORDER BY NUMBE
POSITION EDGE OF PRINT ON

281

280

TWENTY-SECOND ST.

R. R.

S. P.

TWENTY-THIRD ST.

289

ST. AVE. ST. TWENTY-FOURTH ST. ST. ST. ST. ST.

263

FOLSOM ST. TREAT BALMY ST. HARRISON TWENTY-FIFTH ALABAMA FLORIDA (Channel to Serpentine Ave. formerly Columbia St. 1882 #1694) ST. BRYANT (formerly Bryant Ave. 1895 #2833) YORK HAMPSHIRE

290

LUCKY (formerly Garfield Ave.) Dec. 8, 09 O-4, 988

GARFIELD SQUARE.

Vacated-Res.#149-69 3-3-69 B.10, P.116
(See Res. For Condition)
Ded. Res.#823-90 Rescinding Res.#149-69
10-21-91 B.10, P.87
Vacated-Res.#930-91 Rescinding
Res.#823-90 10-18-91 B.10, P.88
Ded. ORD.#361-93, 11-18-93 B.10, P.97
(A-17-143)

TWENTY-SIXTH ST. (formerly Navy St. 1861 #385)

See City Attorney Opinion May 7, 1910
not open Public Street City has no
Jurisdiction
Closed by Act Legislature
Mar. 16, 1878.
SERPENTINE

Q.C.D. Recorded 10-18-29
1913 OR. Pg. 426

Dedicated 10-18-26
By Res. 26321

TREAT AVE
CLOSED 6/17/41
Q.C.D. TO MO. AUTH.
RES. 1686 N.S. REC.
8/6/43

265

219

REVISED	CHECKED
Sept. 1970, S. J.	Nov., 1970, W.E.C.
Dec. 1970, C.D.A.	Dec., 1970, W.E.C.
Nov., 1975, G.C.	Dec. 1975 W.E.C.

Revised: January 1968, S. J.
Checked: April, 1968, W.E.C.
(Base Map Reproduced From 100' Scale Map)

281

TWENTY-SECOND ST.

TWENTY-THIRD ST.

TWENTY-FOURTH ST.

TWENTY-FIFTH ST.

TWENTY-SIXTH ST.

SIDEWALKS Q-20-295 1.93%

SIDEWALKS Q-20-295 0.96%

SIDEWALKS Q-20-295 0.38%

Q-20-295

Q-20-295

FOLSOM ST.

LUCKY ST.

TREAT AVE.

BALMY ST.

HARRISON ST.

ALABAMA ST.

FLORIDA ST.

BRYANT ST.

YORK ST.

HAMPSHIRE ST.

GARFIELD SQUARE.

MIDDLE BLOCK 39

MIDDLE BLOCK 43

289

290

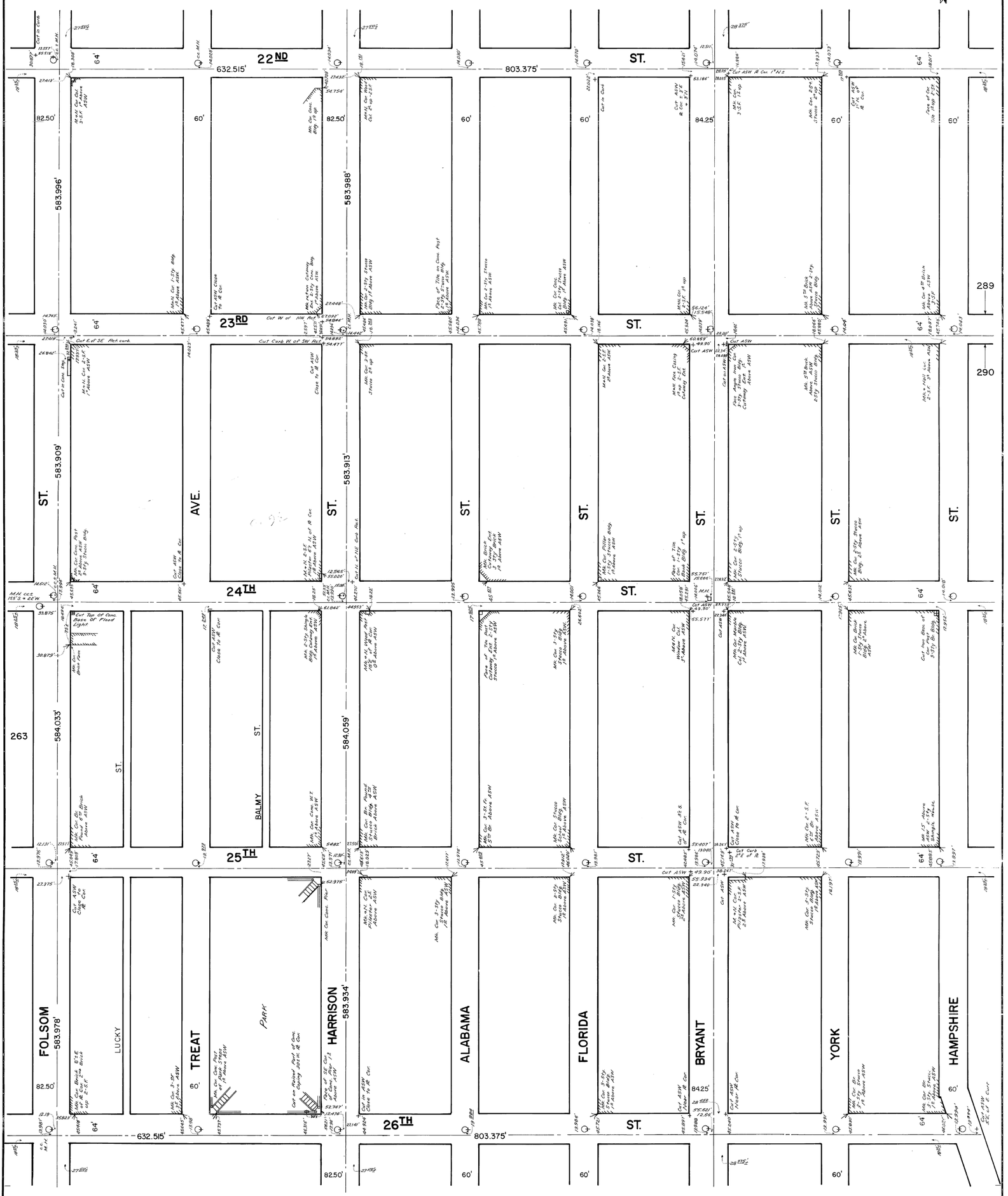
263

265

279

MON. MAP
280

281



265 — 279

MON. DISTRICT BOUNDARY.

CAUTION: THIS MONUMENT MAP IS NOT INTENDED FOR CROSS-BOUNDARY TIES OR USE OF MONUMENT DATA BEYOND BOUNDARY LINE. ANY SUCH PRACTICE MAY REQUIRE APPROPRIATE ADJUSTMENT.

AMENDS MON. MAP W-8-10

NO.	DATE	NOTES	DESCRIPTION	BY	APPR.
2	3-90	3529 / 17877 M	NE Cor. Harrison & 25th. - Chg. N-S cutoff dist. to 45.613	JG	SY.
1	9-69		Delete & Tie to Mon. Line. Add & Tie to Mon. Line.	TC.	W.B.

REVISIONS

LEGEND:
- + CUT
- ■ STONE OR CONCRETE MON.
- ✕ IRON PIN MON.
- ⊙ LEAD PLUG & BRASS TACK.
- 664.329' ——— – DISTANCE MON. LINE TO MON. LINE.

CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF PUBLIC WORKS
BUREAU OF ENGINEERING
DIVISION OF SURVEYS AND MAPPING

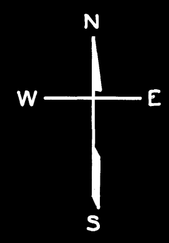
SCALE: NONE | INDEX NO. 3529 | ORDER NO. 17877M

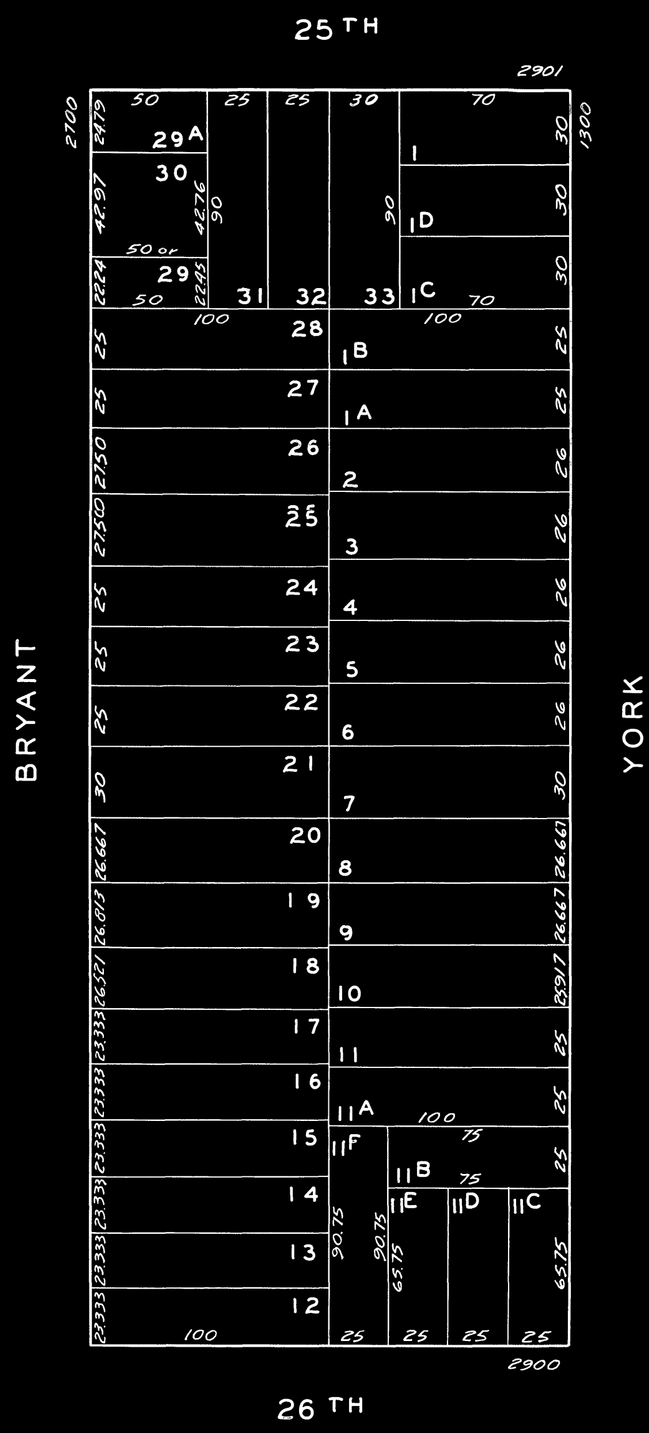
APPROVED: CHIEF SURVEYOR W.B. 9/69 DIVISION ENGR. S.C.G. 8-69

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CITY & COUNTY ASSESSOR 1995

4274

MISSION BLK 178





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CITY & COUNTY ASSESSOR 1995

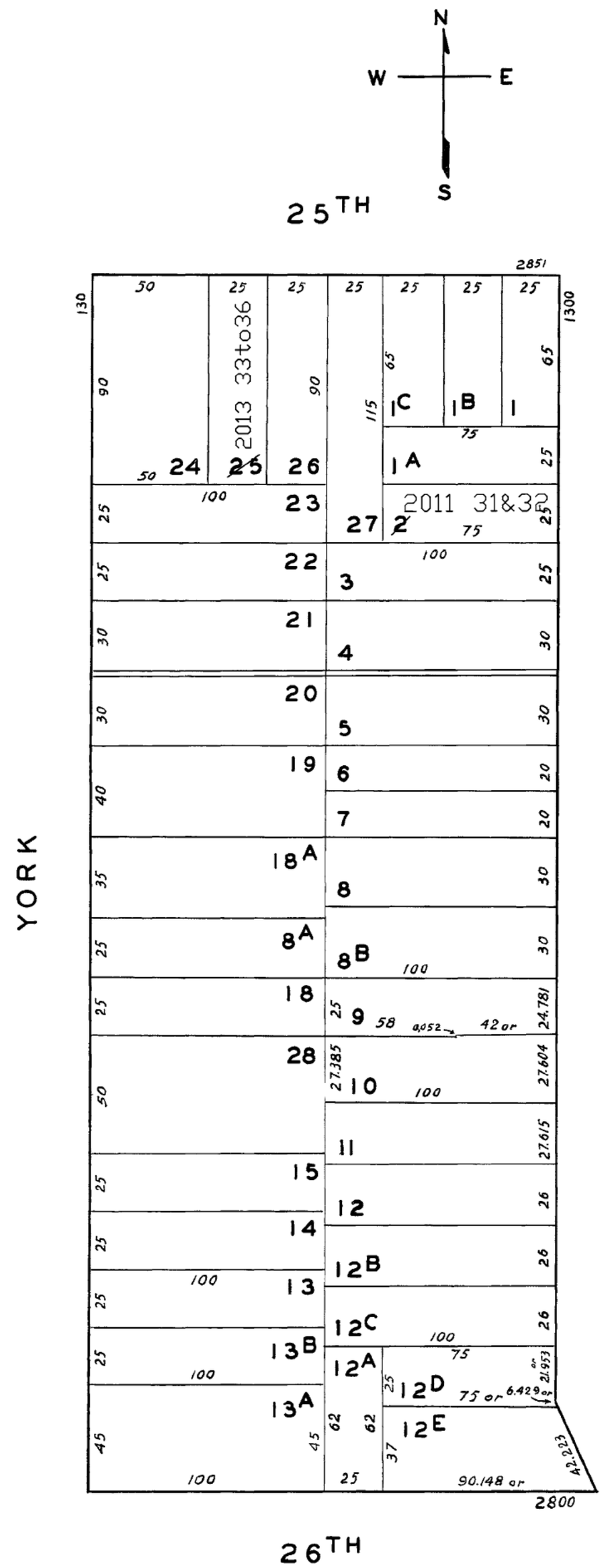
4275

MISSION BLK. 177

REVISED 1970

Revised 2011
Revised 2013

lot2 into lots 31&32 for 2011 roll
lot25 into lots33to36 for 2013 roll



W-8-10

Mission Block 28
W side Mdst
54'10½" to NR

DOLORES ST. | GUERRERO ST. | VALENCIA ST. | MISSION ST. | VAN NESS AVE. So. | FOLSOM ST. | HARRISON ST. | ALABAMA ST. | FLORIDA ST. | BRYANT ST. | YORK ST. | HAMPSHIRE ST. | POTRERO AVE.

14TH ST. — 661.250 | 642.500 (+.06) | 642.500 (+.06) | 632.500 (-.11) | 632.500 (-.08) | 632.500 | 632.500 (-0.07)

ALAMEDA ST.

15TH ST.

16TH ST.

17TH ST.

MARIPOSA ST.

18TH ST.

19TH ST.

20TH ST.

21ST ST.

22ND ST.

23RD ST.

24TH ST.

25TH ST.

ARMY ST.

661.250 | 642.500 (+0.) | 642.500 (+0.06) | 632.500 (-0.11) | 632.500 (-0.08) | 632.500

NOTE

14TH ST.	Garen	3529 - 9946 M	DOLORES ST.	Garen	534 - 10108 M
15TH ST.	"	3551 - 9951 M	GUERRERO ST.	Coughlan + Eggert	545 - 10041 M
16TH ST.	Coughlan	3556 - 10086 M	VALENCIA ST.	Flamm.	3546 - 7836 M
17TH ST.	Eggert	3567 - 9954 M	MISSION ST.	Coughlan	3547 - 10142 M
18TH ST.	Garen	3573 - 9956 M	VAN NESS AVE. So.	Flamm	3548 - 10026 M
19TH ST.	"	3587 - 9958 M	FOLSOM ST.	"	3549 - 10012 M
20TH ST.	Eggert	3593 - 9964 M	HARRISON ST.	"	3550 - 9944 M
21ST ST.	Flamm	3607 - 9976 M	ALABAMA ST.		
22ND ST.	Coughlan-Eggert	3618 - 9987 M	FLORIDA ST.		
23RD ST.	Eggert	3647 - 10118 M	BRYANT ST.		
24TH ST.	Garen	3647 - 10119 M	YORK ST.		
25TH ST.	Flamm	4235 - 10024 M	HAMPSHIRE ST.		
26TH ST.	Garen	4265 - 10007 M	POTRERO AVE.		
ARMY ST.			Additional Notes	Eggert	3546 - 10,318 M

Amended: 50.505 to 55.505 Sept. 12, 1938
22nd St. + Folsom St.
14th St. - Guerrero to Harrison 4-7-41 - 3529 / 12490 M
Valencia - 14th to Army 7-24-42 3546 / 12825 M

CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF PUBLIC WORKS
BUREAU OF ENGINEERING
DIVISION OF SURVEYS
John J. Casey, City Engineer

MONUMENT MAP
OF THE DISTRICT BOUNDED BY
POTRERO AVENUE, DOLORES STREET, FOURTEENTH STREET AND ARMY STREET.

JANUARY. 1935.

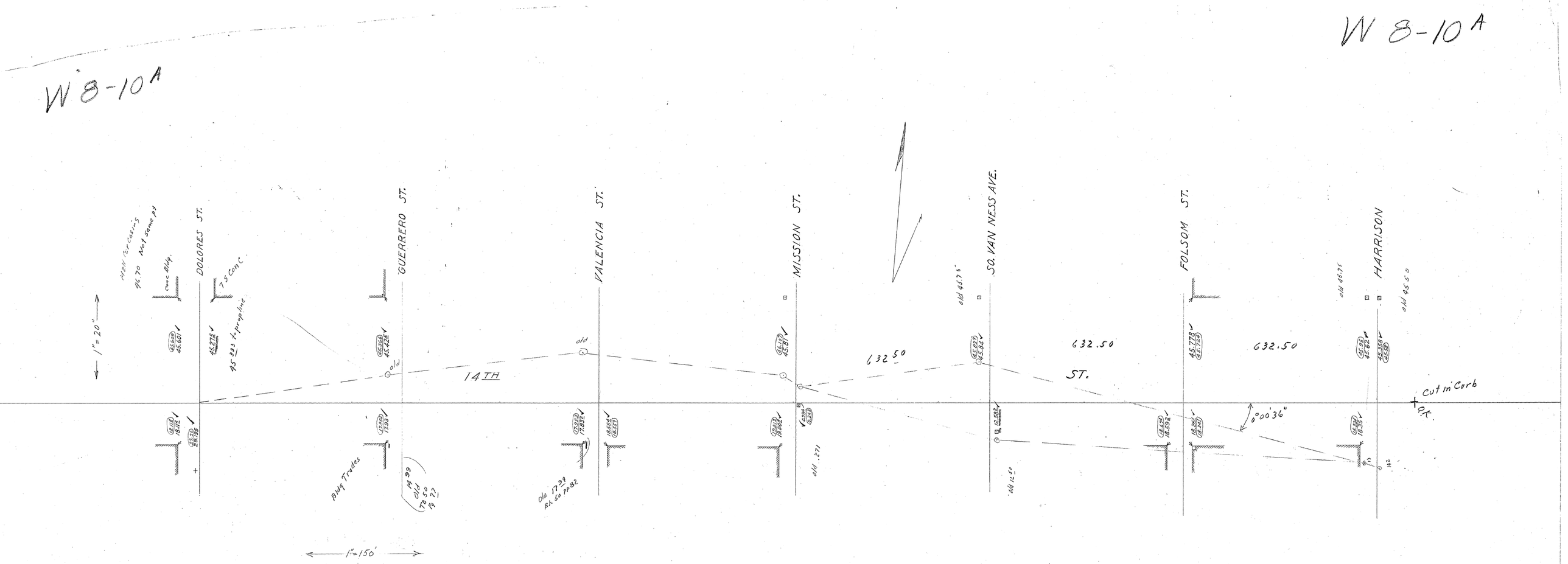
	Supersedes ..... / Superseded by	In 1 Sheet / Sheet No. .....

Surveyed SEE NOTE Index No. ..... Order No. .....
Compiled E.N.G. Computed E.N.G. Checked .....
Drawn E.N.G. Traced A.N.A. & W.A.S. Checked A.N.A. & E.N.G.

Drawings	Tracings	Negatives	Prints
Case Dr. No.	Case Dr. No.	Case Dr. No.	Case Dr. No.
	W-8-10	W-8-10	W-8-10

W-8-10

W 8-10 A



Superseded by New Mon Sheets
See New Mon Index 7-1969

Notes 3529
12457 M
12690 M

W-8-10A

W-8-10

Mission Block 628
W side Mds
5-4 10½ to W R

W-8-10

DOLORES ST. | GUERRERO ST. | VALENCIA ST. | MISSION ST. | VAN NESS AVE. | FOLSOM ST. | HARRISON ST. | ALABAMA ST. | FLORIDA ST. | BRYANT ST. | YORK ST. | HAMPSHIRE ST. | POTRERO AVE.

14TH ST. | 15TH ST. | 16TH ST. | 17TH ST. | 18TH ST. | 19TH ST. | 20TH ST. | 21ST ST. | 22ND ST. | 23RD ST. | 24TH ST. | 25TH ST. | 26TH ST. | ARMY ST.

ALAMEDA ST. | MARIPOSA ST.

661.250 | 642.500 (+.06) | 642.500 (+.06) | 632.500 (-.11) | 632.500 (-.08) | 632.500

584.00 (-0.04) | 584.00 (-0.07) | 584.00 (+0.02) | 584.00 (-0.02) | 584.00 (-0.01) | 584.00 (-0.05) | 584.00 (-0.07) | 584.00 (-0.02) | 584.00 (-0.03) | 584.00 (-0.06) | 584.00 (-0.12) | 584.00 (+0.03) | 584.00 (-0.05) | 584.00 (-0.19) | 584.00 (-0.08) | 584.00 (-0.14) | 584.00 (-0.11) | 584.00 (-0.02) | 584.00 (-0.29) | 584.00 (-0.21) | 584.00 (+0.03) | 584.00 (-0.05) | 584.00 (-0.05) | 584.00 (-0.05

OFFICE COPY
W-8-10

For the adjustment which made the changes shown necessary see W 8-10A detail

W-8-10

N

DOLORES ST. | GUERRERO ST. | VALENCIA ST. | MISSION ST. | VAN NESS AVE. SO. | FOLSOM ST. | HARRISON ST. | ALABAMA ST. | FLORIDA ST. | BRYANT ST. | YORK ST. | HAMPSHIRE ST. | POTRERO AVE.

14TH ST. | 15TH ST. | 16TH ST. | 17TH ST. | 18TH ST. | 19TH ST. | 20TH ST. | 21ST ST. | 22ND ST. | 23RD ST. | 24TH ST. | 25TH ST. | 26TH ST. | ARMY ST.

ALAMEDA ST. | MARIPOSA ST.

661.250 | 642.500 (+0.06) | 642.500 (+0.06) | 632.500 (-0.11) | 632.500 (-0.08) | 632.500 | 632.500

M&M. cor. post 5480 +4560 cut curb return

NOTE

14TH ST.	Garen	3529 - 9948 M	DOLORES ST.	Garen	3534 - 10108 M
15TH ST.	"	3551 - 9951 M	GUERRERO ST.	Coughlan + Garen	3545 - 10041 M
16TH ST.	Coughlan	3556 - 10086 M	VALENCIA ST.	Flamm.	3546 - 7836 M
17TH ST.	Eggert	3567 - 9954 M	MISSION ST.	Coughlan	3547 - 10142 M
18TH ST.	Garen	3573 - 9956 M	VAN NESS AVE. SO.	Flamm	3548 - 10026 M
19TH ST.	"	3587 - 9958 M	FOLSOM ST.	"	3549 - 10012 M
20TH ST.	Eggert	3593 - 9964 M	HARRISON ST.	"	3550 - 9944 M
21ST ST.	Flamm	3607 - 9976 M	ALABAMA ST.		
22ND ST.	Coughlan-Eggert	3618 - 9987 M	FLORIDA ST.		
23RD ST.	Eggert	3647 - 10118 M	BRYANT ST.		
24TH ST.	Garen	3647 - 10119 M	YORK ST.		
25TH ST.	Flamm	4265 - 10024 M	HAMPSHIRE ST.		
26TH ST.	Garen	4265 - 10007 M	POTRERO AVE.		
ARMY ST.			Additional Notes	Eggert	3546 - 10,318 M

Mon. Line 13.75' South and East of ℄

~ AMENDED ~

16th & Dolores = 0.05
20th & Valencia = 18.28
22nd & Folsom = 55.505
14th Guerrero to Harrison 3546 / 12825 M — 3529 / 12699 M
Valencia ~ 14th to Army — 3-10-36; 9-12-38; 4-7-41 ~ 12457 M; 7-24-42

Superseded by New Mon Sheets
See New Index
7-1969

CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF PUBLIC WORKS
BUREAU OF ENGINEERING
DIVISION OF SURVEYS
John J. Casey, City Engineer

MONUMENT MAP
OF THE DISTRICT BOUNDED BY POTRERO AVENUE, DOLORES STREET, FOURTEENTH STREET AND ARMY STREET.

JANUARY. 1935.

	Supersedes ..... Superseded by New Mon Sheets	In 1 Sheet; Sheet No. .....
Surveyed See Note	Index No.	Order No. .....
Compiled E.V.C.	Computed E.V.C.	Checked .....
Drawn E.V.C.	Traced A.V.A. & H.R.S.	Checked A.V.A. & E.V.C.

Drawings	Tracings	Negatives	Prints
Case Dr. No.	Case Dr. No.	Case Dr. No.	Case Dr. No.
	W-8-10	W-8-10	W-8-10

OFFICE COPY
CITY ENGINEER
CITY PROPERTY
SAN FRANCISCO

W-8-10

Dolores | Guerrero | Valencia | Mission | Van Ness Ave South. | Folsom | Harrison | Alabama | Florida | Bryant | York | Hampshire | Potrero | Alameda | Mariposa

14TH | 15TH | 16TH | 17TH | 18TH | 19TH | 20TH | 21ST | 22ND | 23RD | 24TH | 25TH | 26TH

San Dolores

Army

Superseded by New Mon. Sheets.
See New Mon Index 7-1969

✓	14TH Garen 3550 - 9948 M	✓	DOLORES Garen 3534 - 10108 M
✓	15TH Garen 3551 - 9951 M	✓	GUERRERO Coughlan Garen 3545 - 10091 M
✓	16TH Coughlan 3556 - 10086 M	✓	VALENCIA Flamm 3546 - 7836 M
✓	17TH Eggert 3567 - 9954 M	✓	MISSION Coughlan 3547 - 10142 M
✓	18TH Garen 3573 - 9956 M	✓	HOWARD Flamm 3548 - 10026 M
✓	19TH Garen 3587 - 9958 M	✓	FOLSOM Flamm 3549 - 10012 M
✓	20TH Eggert 3593 - 9964 M	✓	HARRISON Flamm 3550 - 3944 M
✓	21ST Flamm 3607 - 9976 M		ALABAMA
✓	22ND Coughlan - Eggert 3618 - 9987 M		FLORIDA
✓	23RD Eggert 3647 - 10118 M		BRYANT
	24TH Garen 3661 - 10119 M		YORK
✓	25TH Flamm 4265 - 10024 M		HAMPSHIRE
	26TH Garen 4265 - 10007 M		POTRERO
	Army.		

19TH & 26TH Cross Meas Flamm 3529 10092 M

Black reference set before E & W lineron.

W-8-10

BOARD of SUPERVISORS

City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102-4689
Tel. No. (415) 554-5184
Fax No. (415) 554-5163
TDD/TTY No. (415) 554-5227

NOTICE OF PUBLIC HEARING

BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO
Sent via Email and/or U.S. Postal Service

NOTICE IS HEREBY GIVEN THAT the Board of Supervisors of the City and County of San Francisco will hold a public hearing to consider the following appeal and said public hearing will be held as follows, at which time all interested parties may attend and be heard.

NOTE:	**The President may entertain a motion to continue this Hearing to the Board meeting of Tuesday, January 30, 2024. Public Comment will be taken on the continuance only.**

Date: **Tuesday, December 12, 2023**

Time: **3:00 p.m.**

Location: **Legislative Chamber, Room 250, located at City Hall**
1 Dr. Carlton B. Goodlett Place, San Francisco, CA

Subject: **File No. 231187.** Hearing of persons interested in or objecting to the decision of Public Works, dated November 1, 2023, approving a Tentative Parcel Map for a two-lot subdivision project at 1365-1371 York Street, Assessor's Parcel Block No. 4275, Lot No. 028. (District 9) (Appellant: Deepa Varma) (Filed: November 13, 2023)

In accordance with Administrative Code, Section 67.7-1, persons who are unable to attend the hearing on this matter may submit written comments prior to the time the hearing begins. These comments will be added to the official public record in this matter and shall be brought to the attention of the Board of Supervisors. Written comments should be addressed to Angela Calvillo, Clerk of the Board, City Hall, 1 Dr. Carlton B. Goodlett Place, Room 244, San Francisco, CA, 94102 or sent via email (bos.@sfgov.org). Information relating to this matter is available in the Office of the Clerk of the Board or the Board of Supervisors' Legislative Research Center (https://sfbos.org/legislative-research-center-lrc). Agenda information relating to this matter will be available for public review on Friday, December 8, 2023.

For any questions about this hearing, please contact our office at bos.legislation@sfgov.org or call (415) 554-5184.

Angela Calvillo
Clerk of the Board of Supervisors
City and County of San Francisco

jw:ll:ak:ams

DATED ~ MAILED ~ EMAILED ~ POSTED: December 1, 2023
Published: December 1, 2023

CALIFORNIA NEWSPAPER SERVICE BUREAU

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LISA LEW
CCSF BD OF SUPERVISORS (OFFICIAL NOTICES)
1 DR CARLTON B GOODLETT PL #244
SAN FRANCISCO, CA 94102

EXM# 3761777

COPY OF NOTICE

Notice Type: GPN GOVT PUBLIC NOTICE

Ad Description
LL - 231187 - Ten Map Appeal - 1365-1371 York Street

To the right is a copy of the notice you sent to us for publication in the SAN FRANCISCO EXAMINER. Thank you for using our newspaper. Please read this notice carefully and call us with ny corrections. The Proof of Publication will be filed with the County Clerk, if required, and mailed to you after the last date below. Publication date(s) for this notice is (are):

12/01/2023

The charge(s) for this order is as follows. An invoice will be sent after the last date of publication. If you prepaid this order in full, you will not receive an invoice.

Publication	$464.40
Total	$464.40

NOTICE OF PUBLIC HEARING
BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO

Sent via Email and/or U.S. Postal Service

NOTICE IS HEREBY GIVEN THAT the Board of Supervisors of the City and County of San Francisco will hold a public hearing to consider the following appeal and said public hearing will be held as follows, at which time all interested parties may attend and be heard.

Date: Tuesday, December 12, 2023; Time: 3:00 p.m.; Location: Legislative Chamber, Room 250, located at City Hall, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA

Subject: File No. 231187. Hearing of persons interested in or objecting to the decision of Public Works, dated November 1, 2023, approving a Tentative Parcel Map for a two-lot subdivision project at 1365-1371 York Street, Assessor's Parcel Block No. 4275, Lot No. 028. (District 9) (Appellant: Deepa Varma) (Filed: November 13, 2023)

NOTE: The President may entertain a motion to continue this Hearing to the Board meeting of Tuesday, January 30, 2024. Public Comment will be taken on the continuance only.

In accordance with Administrative Code, Section 67.7-1, persons who are unable to attend the hearing on this matter may submit written comments prior to the time the hearing begins. These comments will be added to the official public record in this matter and shall be brought to the attention of the Board of Supervisors. Written comments should be addressed to Angela Calvillo, Clerk of the Board, City Hall, 1 Dr. Carlton B. Goodlett Place, Room 244, San Francisco, CA, 94102 or sent via email (bos.@sfgov.org). Information relating to this matter is available in the Office of the Clerk of the Board or the Board of Supervisors' Legislative Research Center (https://sfbos.org/legislative-research-center-lrc). Agenda information relating to this matter will be available for public review on Friday, December 8, 2023.

For any questions about this hearing, please contact our office at bos.legislation@sfgov.org or call (415) 554-5184.

Angela Calvillo, Clerk of the Board of Supervisors, City and County of San Francisco
EXM-3761777#

A00000663412 9

San Francisco Examiner

PUBLIC NOTICES

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PUBLIC HEARING NOTICE

Community Development – Planning Division
701 Laurel St., Menlo Park, CA 94025
tel 650-330-6702

CITY OF MENLO PARK

NOTICE OF PREPARATION OF AN ENVIRONMENTAL IMPACT REPORT AND NOTICE OF PUBLIC HEARING AND STUDY SESSION FOR 3705 HAVEN AVENUE HOUSING DEVELOPMENT PROJECT

The below item will be heard by the Planning Commission under hearing procedures conforming to Government Code §54953(e). The agenda will be published a minimum of 72 hours before the Planning Commission meeting and will provide a more detailed description of hearing procedures.

NOTICE IS HEREBY GIVEN that the City of Menlo Park (City) will be the lead agency and will prepare an Environmental Impact Report (EIR) for the following item:

Request by 3705 Haven LLC, to comprehensively redevelop a 0.66 acre site located at 3705 Haven Avenue, zoned Residential Mixed-Use Bonus (R-MU-B). The Proposed Project would demolish an existing 10,361-square-foot commercial building and redevelop the project site with an eight-story (approximately 93 feet tall), 99-unit residential apartment building with approximately 1,550 square feet of ground floor commercial space and structured parking. The Project includes a total of approximately 11,730 square feet of common open space, including approximately 4,670 square feet of publicly accessible outdoor space. In addition, the Project would potentially include a battery-powered electric emergency generator.

The Proposed Project would be developed using the bonus level development allowed by the City's Municipal Code and State Density Bonus Law, which provides for an increase in density, gross floor area, and/or height in exchange for the provision of community amenities. The proposed community amenity would not involve any additional building construction and would either be provided on site within the proposed building, payment of an in-lieu fee, or a combination of an on-site amenity and a fee.

With bonus-level density, the allowed density would result in 66 units. Of the 66 units, the Project is providing 15 percent (equal to 10 units) as very-low income units, which makes the Project eligible for the following State Density Bonus Law benefits: a 50 percent density bonus (for up to 99 units), three concessions, unlimited waivers, and use of State Density Bonus Law parking standards.

The Project includes the removal of 13 trees, three of which are heritage trees. The Project would plant a total of 15 replacement trees. In addition, 24 new trees would be located on the podium courtyard and rooftop deck.

The proposed project is anticipated to include the following entitlements:

- EIR certification, including Adoption of Findings and Mitigation Monitoring and Reporting Program (MMRP)
- Use permit for bonus level development, including approval of the community amenity
- Architectural Control Approval
- Below Market Rate (BMR) Housing Agreement
- Heritage Tree Removal Permit

The Notice of Preparation (NOP) will be released on December 1, 2023. The NOP provides a description of the proposed project, the location of the proposed project, and a discussion of the project's probable environmental effects. The EIR will address potential physical environmental effects of the proposed project, as outlined in the California Environmental Quality Act (CEQA). The City is requesting comments on the scope and content of this EIR. The project location does not contain a toxic site pursuant to Section 6596.2 of the Government Code.

The NOP is available on the City's website at menlopark.gov/3705HavenAve, starting Friday, December 1, 2023. Printed copies of the NOP are available for review at the Menlo Park Library at 800 Alma St. and the Belle Haven Branch Library at 413 Ivy Drive, both in Menlo Park, CA 94025.

The comment period for the NOP is to run from Friday, December 1, 2023 through Wednesday, January 10, 2024. The comment period is extended beyond 30 days to ensure the public has time to review and provide comments on the NOP notwithstanding the scheduled City-office closure from Monday, December 25, through Monday, January 1, 2024. Written comments must be submitted to Community Development no later than 5:00 p.m., Wednesday January 10, 2024. Comments may be submitted by email to Associate Planner, Fahteen Khan at fnkhan@menlopark.gov, or by letter to Fahteen Khan, Associate Planner, Community Development, 701 Laurel St., Menlo Park, CA 94025. Emailed comments are preferred.

NOTICE IS HEREBY FURTHER GIVEN that the Planning Commission will hold a public hearing for the EIR Scoping Session and a Study Session on this item in a hybrid meeting (virtual and in Menlo Park City Council Chambers located at 751 Laurel St., Menlo Park, California), on December 18, 2023 at 7 p.m. or as near as possible thereafter, at which time and place interested persons may appear and be heard thereon. The Zoom link will be available with publication of the Planning Commission agenda, on the City's website at menlopark.gov/agendas, not less than 72 hours in advance of the meeting. If you challenge this item in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City of Menlo Park at, or prior to, the public hearing.

Please contact Associate Planner Fahteen Khan at fnkhan@menlopark.gov or 650-330-6739, if there are any questions or comments. Written correspondence is typically considered a public record and may be attached to staff reports, which are posted on the City's web site.

Si usted necesita más información sobre este proyecto, por favor llame al 650-330-6702, y pregunte por un asistente que hable español.

Visit the City's website at menlopark.gov/agendas for the Planning Commission meeting agenda and links to the public hearing staff report.

DATED: November 27, 2023
BY: Fahteen Khan, Associate Planner

PUBLISHED: December 1, 2023, in The Examiner

CNSB #3761931

GOVERNMENT

NOTICE OF REGULAR MEETING SAN FRANCISCO BOARD OF SUPERVISORS LAND USE AND TRANSPORTATION COMMITTEE CITY HALL, LEGISLATIVE CHAMBER, ROOM 250 1 DR. CARLTON B. GOODLETT PLACE, SAN FRANCISCO, CA 94102 MONDAY, DECEMBER 4, 2023 - 1:30 PM

The agenda packet and legislative files are available for review at https://sfbos.org/legislative-research-center-lrc, in Room 244 at City Hall, or by calling (415) 554-5184.

EXM-3762304#

NOTICE OF REGULAR MEETING SAN FRANCISCO BOARD OF SUPERVISORS RULES COMMITTEE CITY HALL, LEGISLATIVE CHAMBER, ROOM 250 1 DR. CARLTON B. GOODLETT PLACE, SAN FRANCISCO, CA 94102 DECEMBER 4, 2023 – 10:00 AM

The agenda packet and legislative files are available for review at https://sfbos.org/legislative-research-center-lrc, in Room 244 at City Hall, or by calling (415) 554-5184.

EXM-3762066#

NOTICE OF PUBLIC HEARING BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO

Sent via Email and/or U.S. Postal Service

NOTICE IS HEREBY GIVEN THAT the Board of Supervisors of the City and County of San Francisco will hold a public hearing to consider the following appeal and said public hearing will be held as follows, at which time all interested parties may attend and be heard.

Date: Tuesday, December 12, 2023; Time: 3:00 p.m.; Location: Legislative Chamber, Room 250, located at City Hall, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA

Subject: File No. 231187. Hearing of persons interested in or objecting to the decision of Public Works, dated November 1, 2023, approving a Tentative Parcel Map for a two-lot subdivision project at 1365-1371 York Street, Assessor's Parcel Block No. 4275, Lot No. 028. (District 9) (Appellant: Deepa Varma) (Filed: November 13, 2023)

NOTE: The President may entertain a motion to continue this Hearing to the Board meeting of Tuesday, January 30, 2024. Public Comment will be taken on the continuance only.

In accordance with Administrative Code, Section 67.7-1, persons who are unable to attend the hearing on this matter may submit written comments prior to the time the hearing begins. These comments will be added to the official public record in this matter and shall be brought to the attention of the Board of Supervisors. Written comments should be addressed to Angela Calvillo, Clerk of the Board, City Hall, 1 Dr. Carlton B. Goodlett Place, Room 244, San Francisco, CA, 94102 or sent via email (bos.@sfgov.org). Information relating to this matter is available in the Office of the Clerk of the Board or the Board of Supervisors' Legislative Research Center (https://sfbos.org/legislative-research-center-lrc). Agenda information relating to this matter will be available for public review on Friday, December 8, 2023.

For any questions about this hearing, please contact our office at bos.legislation@sfgov.org or call (415) 554-5184.

Angela Calvillo, Clerk of the Board of Supervisors, City and County of San Francisco

EXM-3761777#

CIVIL

ORDER TO SHOW CAUSE FOR CHANGE OF NAME
Case No. 21FL000984

Superior Court of California, County of ORANGE
Petition of: EDITH SANDOVAL ON BEHALF OF LOGAN FRANK REYES-SANDOVAL, A MINOR for Change of Name
TO ALL INTERESTED PERSONS:
Petitioner EDITH SANDOVAL ON BEHALF OF LOGAN FRANK REYES-SANDOVAL, A MINOR filed a petition with this court for a decree changing names as follows:
LOGAN FRANK REYES-SANDOVAL to LOGAN MORPHEUS SANDOVAL
The Court orders that all persons interested in this matter appear before this court at the hearing indicated below to show cause, if any, why the petition for change of name should not be granted. Any person objecting to the name changes described above must file a written objection that includes the reasons for the objection at least two court days before the matter is scheduled to be heard and must appear at the hearing to show cause why the petition should not be granted. If no written objection is timely filed, the court may grant the petition without a hearing.
Notice of Hearing:
Date: 1/11/2024, Time: 8:30 A.M., Dept.: L60, Room: N/A
The address of the court is 341 THE CITY DRIVE, ORANGE, CA 92868
(To appear remotely, check in advance of the hearing for information about how to do so on the court's website. To find your court's website, go to www.courts.ca.gov/find-my-court.htm.)
A copy of this Order to Show Cause must be published at least once each week for four successive weeks before the date set for hearing on the petition in a newspaper of general circulation, printed in this county: THE SAN FRANCISCO EXAMINER
Date: 12/17/2023
JULIE A PALAFOX
Judge of the Superior Court
12/1, 12/8, 12/15, 12/22/23
CNS-3762092#
SAN FRANCISCO EXAMINER

SUMMONS
(CITACION JUDICIAL)
CASE NUMBER *(Número del Caso)*:
22-CLJ-05169
NOTICE TO DEFENDANT *(AVISO AL DEMANDADO)*: JENNIFER STEPHENS, AN INDIVIDUAL; AND DOES 1 - 100, INCLUSIVE
YOU ARE BEING SUED BY PLAINTIFF *(LO ESTÁ DEMANDANDO EL DEMANDANTE)*: DNF ASSOCIATES, LLC
NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.
You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.
There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (*www.lawhelpcalifornia.org*), the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of $10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.
¡AVISO! *Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.*
Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov*), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.*
Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org*), en el Centro de Ayuda de las Cortes de California,* (www.sucorte.ca.gov*) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de $10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.*
The name and address of the court is *(El nombre y dirección de la corte es)*: SAN MATEO COUNTY SUPERIOR COURT, 400 COUNTY CENTER, REDWOOD CITY, CA 94063
The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is *(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es)*: HADA FERNANDEZ/SBN 207127; CHRIS STEFAN/SBN 257516; LUIS DUENAS/SBN 271873, 9301 CORBIN AVE., STE. 1600, NORTHRIDGE, CA 91324, (818) 534-3100
DATE *(Fecha)*: 12/09/2022
NEAL I. TANIGUCHI, Clerk *(Secretario)*, by UNALOTO FIANU, Deputy *(Adjunto)* *(SEAL)*
12/1, 12/8, 12/15, 12/22/23
SPEN-3761950#
EXAMINER - REDWOOD CITY TRIBUNE

ORDER TO SHOW CAUSE FOR CHANGE OF NAME
Case No. 23CIV05076

Superior Court of California, County of SAN MATEO
Petition of: IRINA CASTILLO GUTIERREZ - MARCO ANTONIO GALAN PÉREZ for Change of Name
TO ALL INTERESTED PERSONS:
Petitioner IRINA CASTILLO GUTIERREZ - MARCO ANTONIO GALAN PÉREZ filed a petition with this court for a decree changing names as follows:
SALVADOR GALAN CASTILLO to SALVADOR GALAN-CASTILLO
The Court orders that all persons interested in this matter appear before this court at the hearing indicated below to show cause, if any, why the petition for change of name should not be granted. Any person objecting to the name changes described above must file a written objection that includes the reasons for the objection at least two court days before the matter is scheduled to be heard and must appear at the hearing to show cause

BOARD of SUPERVISORS

City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. (415) 554-5184
Fax No. (415) 554-5163
TDD/TTY No. (415) 554-5227

PROOF OF MAILING

Legislative File No. 231187

Description of Items: Hearing - Appeal of Tentative Parcel Map Approval - 1365-1371 York Street - 141 Notices Mailed

I, Lisa Lew , an employee of the City and County of San Francisco, mailed the above described document(s) by depositing the sealed items with the United States Postal Service (USPS) with the postage fully prepaid as follows:

Date: 11/29/23

Time: 4:45 p.m.

USPS Location: Repro Pick-up Box in the Clerk of the Board's Office (Rm 244)

Mailbox/Mailslot Pick-Up Times (if applicable): N/A

Signature: _____

Instructions: Upon completion, original must be filed in the above referenced file.

BOARD of SUPERVISORS

City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. (415) 554-5184
Fax No. (415) 554-5163
TDD/TTY No. (415) 554-5227

November 14, 2023

Deepa Varma
1369 York Street
San Francisco, CA 94110

Subject: File No. 231187 - Tentative Map Appeal - 1365-1371 York Street

Dear Ms. Varma:

Pursuant to Subdivision Code, Section 1314, the Office of the Clerk of the Board has scheduled an appeal hearing on **Tuesday, December 12, 2023, at 3:00 p.m.**, at the Board of Supervisors meeting to be held by a public hearing, concerning approval of the subject Tentative Map for properties located at:

1365-1371 York Street,
Assessor's Parcel Block No. 0275, Lot No 028.

Please provide to the Clerk's Office by noon:

20 days prior to the hearing: *Wednesday, Nov. 22, 2023* — names and addresses of interested parties to be notified of the hearing, in spreadsheet format; and

11 days prior to the hearing: *Friday, December 1, 2023* — any documentation which you may want available to the Board members prior to the hearing.

For the above, the Clerk's Office requests electronic files be sent to bos.legislation@sfgov.org

Please feel free to contact our office at bos.legislation@sfgov.org or call 415-554-5184 if you have any questions.

Sincerely,

Angela Calvillo
Clerk of the Board

jw:ll:ak:ams

c: Anne Pearson, Deputy City Attorney
Christopher Tom, Deputy City Attorney
Brian Crossman, Deputy City Attorney
Austin Yang, Deputy City Attorney
Carla Short, Director, Public Works
Ian Schneider, Public Works
Katharine Anderson, Public Works
Bernie Tse, Public Works
Corey Teague, Zoning Administrator, Planning Department
Tina Tam, Deputy Zoning Administrator, Planning Department
Lisa Gibson, Environmental Review Officer, Planning Department
Devyani Jain, Deputy Environmental Review Officer, Planning Department
Joy Navarrete, Environmental Planning, Planning Department
Josh Switzky, Acting Director of Citywide Planning, Planning Department
Dan Sider, Director of Executive Programs, Planning Department
Aaron Starr, Manager of Legislative Affairs, Planning Department
Elizabeth Watty, Current Planning Division, Planning Department

From:	BOS Legislation, (BOS)
To:	"deepa@tenantstogether.org"; "Virginia Lopez"; "Barry Pierce (bpierce@transamericanengineers.com)"
Cc:	PEARSON, ANNE (CAT); TOM, CHRISTOPHER (CAT); CROSSMAN, BRIAN (CAT); YANG, AUSTIN (CAT); Short, Carla (DPW); Schneider, Ian (DPW); Anderson, Kate (DPW); Tse, Bernie (DPW); Crooms, Michael (DPW); Gibson, Lisa (CPC); Jain, Devyani (CPC); Navarrete, Joy (CPC); Switzky, Joshua (CPC); Teague, Corey (CPC); Tam, Tina (CPC); Sider, Dan (CPC); Starr, Aaron (CPC); Watty, Elizabeth (CPC); BOS-Supervisors; BOS-Legislative Aides; Calvillo, Angela (BOS); Somera, Alisa (BOS); Mchugh, Eileen (BOS); BOS Legislation, (BOS)
Subject:	APPELLANT WITHDRAWAL LETTER - Appeal of Tentative Map - 1365-1371 York Street - Appeal Hearing on March 5, 2025
Date:	Friday, February 23, 2024 12:20:13 PM
Attachments:	image001.png

Greetings,

The Clerk's Office is in receipt of a withdrawal letter from the appellant, Deepa Varma, for the appeal of the Tentative Map for the project at 1365-1371 York Street:

Appellant Letter of Withdrawal - February 23, 2024

Since our office is in receipt of the letter after the hearing was publicly noticed, **this matter will still be scheduled for a 3:00 p.m. special order before the Board on March 5, 2024**, to allow for the communication of the withdrawal and public comment before filing the hearing.

You are invited to review the entire matter on our Legislative Research Center by following the link below.

Board of Supervisors File No. 231187

Best regards,

Lisa Lew
San Francisco Board of Supervisors
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102
T 415-554-7718 | F 415-554-5163
lisa.lew@sfgov.org | www.sfbos.org

(VIRTUAL APPOINTMENTS) To schedule a "virtual" meeting with me (on Microsoft Teams), please ask and I can answer your questions in real time.
Due to the current COVID-19 health emergency and the Shelter in Place Order, the Office of the Clerk of the Board is working remotely while providing complete access to the legislative process and our services.

Click here to complete a Board of Supervisors Customer Service Satisfaction form

The Legislative Research Center provides 24-hour access to Board of Supervisors legislation, and archived matters since August 1998.

Disclosures: *Personal information that is provided in communications to the Board of Supervisors is subject to disclosure under the California Public Records Act and the San Francisco Sunshine Ordinance. Personal information provided will not be redacted. Members of the public are not required to provide personal identifying information when they communicate with the Board of Supervisors and its committees. All written or oral communications that members of the public submit to the Clerk's Office regarding pending legislation or hearings will be made available to all members of the public for inspection and copying. The Clerk's Office does not redact any information from these submissions. This means that personal information—including names, phone numbers, addresses and similar information that a member of the public elects to submit to the Board and its committees—may appear on the Board of Supervisors' website or in other public documents that members of the public may inspect or copy.*

From:	BOS Legislation, (BOS)
To:	"deepa@tenantstogether.org"; Virginia Lopez; Barry Pierce (bpierce@transamericanengineers.com)
Cc:	PEARSON, ANNE (CAT); TOM, CHRISTOPHER (CAT); CROSSMAN, BRIAN (CAT); YANG, AUSTIN (CAT); Short, Carla (DPW); Schneider, Ian (DPW); Anderson, Kate (DPW); Tse, Bernie (DPW); Crooms, Michael (DPW); Gibson, Lisa (CPC); Jain, Devyani (CPC); Navarrete, Joy (CPC); Switzky, Joshua (CPC); Teague, Corey (CPC); Tam, Tina (CPC); Sider, Dan (CPC); Starr, Aaron (CPC); Watty, Elizabeth (CPC); BOS-Supervisors; BOS-Legislative Aides; Calvillo, Angela (BOS); Somera, Alisa (BOS); Mchugh, Eileen (BOS); BOS Legislation, (BOS)
Subject:	CONTINUANCE OF HEARING: Appeal of Tentative Map - 1365-1371 York Street - Appeal Hearing on December 12, 2023
Date:	Tuesday, November 21, 2023 11:40:39 AM
Attachments:	image001.png

Hello,

On Wednesday, November 15, 2023, the Office of the Clerk of the Board of Supervisors distributed a hearing date notification for the appeal of the Tentative Map for the proposed project at 1365-1371 York Street. Pursuant to Subdivision Code, Section 1314(c), the Office of the Clerk of the Board is required to schedule the initial hearing within 30 days after the appeal filing date; the regularly scheduled meeting of December 12, 2023, fulfills that obligation.

This email is being sent to notify you that on December 12, 2023, the Board is anticipated to entertain a motion to continue this appeal hearing to the meeting of January 30, 2024. If a motion is made to continue this matter, on December 12, 2023, public comment will be taken on the *continuance* of the hearing; the full discussion and public comment for the appeal will be considered at the January 30, 2024, meeting.

Please do not hesitate to contact our office with any questions, and I invite you to review the entire matter on our Legislative Research Center by following the link below:

Board of Supervisors File No. 231187

Regards,
Lisa Lew
San Francisco Board of Supervisors
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102
T 415-554-7718 | F 415-554-5163
lisa.lew@sfgov.org | www.sfbos.org

(VIRTUAL APPOINTMENTS) To schedule a "virtual" meeting with me (on Microsoft Teams), please ask and I can answer your questions in real time.

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public documents that members of the public may inspect or copy.

From:	Herrera, Ana (BOS)
To:	Virginia Lopez; BOS Legislation, (BOS)
Cc:	Lerma, Santiago (BOS); Ferrigno, Jennifer (BOS); Prager, Jackie (BOS); Abraham Zavala; PEARSON, ANNE (CAT); TOM, CHRISTOPHER (CAT); CROSSMAN, BRIAN (CAT); YANG, AUSTIN (CAT); Somera, Alisa (BOS); "deepa@tenantstogether.org"
Subject:	Re: Appeal of Tentative Map - 1365-1371 York Street - Appeal Hearing on December 12, 2023
Date:	Monday, November 20, 2023 1:22:17 PM

Hi all,

Our office confirmed with Deepa Varma and Virginia Lopez that they agree to continue this matter to January 30, 2024. I have CC'd Deepa here as well.

Thank you,
Ana

Ana Herrera
Legislative Aide
Office of Supervisor Hillary Ronen
ana.herrera@sfgov.org
https://sfbos.org/supervisor-ronen-district-9

From: Virginia Lopez <lopezvirginia333@gmail.com>
Sent: Thursday, November 16, 2023 5:17 PM
To: BOS Legislation, (BOS) <bos.legislation@sfgov.org>
Cc: Lerma, Santiago (BOS) <santiago.lerma@sfgov.org>; Ferrigno, Jennifer (BOS) <jennifer.ferrigno@sfgov.org>; Prager, Jackie (BOS) <jackie.prager@sfgov.org>; Herrera, Ana (BOS) <ana.herrera@sfgov.org>; Abraham Zavala <abraham@azdesignandengineering.com>; PEARSON, ANNE (CAT) <Anne.Pearson@sfcityatty.org>; TOM, CHRISTOPHER (CAT) <Christopher.Tom@sfcityatty.org>; CROSSMAN, BRIAN (CAT) <Brian.Crossman@sfcityatty.org>; YANG, AUSTIN (CAT) <Austin.Yang@sfcityatty.org>; Somera, Alisa (BOS) <alisa.somera@sfgov.org>
Subject: Re: Appeal of Tentative Map - 1365-1371 York Street - Appeal Hearing on December 12, 2023

> Thank you for the email. I will be out of the country until December 31st, 2023 I would like to request a continuance for after 12/31/23. Please reply as soon as possible

Thank you

Virginia Lopez
650-520-8889

> On Nov 16, 2023, at 4:01 PM, BOS Legislation, (BOS) <bos.legislation@sfgov.org> wrote:
>
> Dear Ms. Lopez,
>
> Thank you for your request. Please reach out to the office of Supervisor Hillary Ronen, copied here are her aides (Santiago Lerma, Jennifer Ferrigno, Jackie Prager, and Ana Herrera), since the appeal is in her district for a request for continuance.
>
> All parties must be amenable to the continuance, and we ask that we receive confirmation from the appellant (Deepa Varma) and project sponsor (Barry Pierce) in writing.
>
> **Lisa Lew**
> San Francisco Board of Supervisors
> 1 Dr. Carlton B. Goodlett Place, Room 244

San Francisco, CA 94102
T 415-554-7718 | F 415-554-5163
lisa.lew@sfgov.org | www.sfbos.org

(VIRTUAL APPOINTMENTS) To schedule a "virtual" meeting with me (on Microsoft Teams), please ask and I can answer your questions in real time.
<image001.png> Click here to complete a Board of Supervisors Customer Service Satisfaction form

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From: Virginia Lopez <lopezvirginia333@gmail.com>
Sent: Thursday, November 16, 2023 3:35 PM
To: BOS Legislation, (BOS) <bos.legislation@sfgov.org>
Cc: Abraham Zavala <abraham@azdesignandengineering.com>
Subject: Re: Appeal of Tentative Map - 1365-1371 York Street - Appeal Hearing on December 12, 2023

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Thank you for the email. Unfortunately, I will be out of the country until December 31st, 2023 I would like to reschedule please. Please reply as soon as possible.
Virginia Lopez
650-520-8889

Sent from my iPhone

> On Nov 15, 2023, at 2:58 PM, BOS Legislation, (BOS) <bos.legislation@sfgov.org> wrote:
>
> Greetings,
>
> The Office of the Clerk of the Board has scheduled a hearing for Special Order before the Board of Supervisors on **December 12, 2023, at 3:00 p.m.**
>
> Please find linked below a letter of appeal regarding the Tentative Map of a property at 1365-1371 York Street, and an informational letter from the Clerk of the Board.
>
> Tentative Map Appeal Letter - November 13, 2023
>
> Clerk of the Board Letter - November 14, 2023
>
> You are invited to review the entire matter on our Legislative Research Center by following the link below.
>
> Board of Supervisors File No. 231187

Best regards,

Arthur Khoo
Office of the Clerk of the Board
San Francisco Board of Supervisors
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102
(415) 554-4447 | (415) 554-5163
arthur.khoo@sfgov.org | www.sfbos.org

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.

From:	BOS Legislation, (BOS)
To:	"deepa@tenantstogether.org"; Barry Pierce (bpierce@transamericanengineers.com); "lopezvirginia333@gmail.com"
Cc:	PEARSON, ANNE (CAT); TOM, CHRISTOPHER (CAT); CROSSMAN, BRIAN (CAT); YANG, AUSTIN (CAT); Short, Carla (DPW); Schneider, Ian (DPW); Anderson, Kate (DPW); Tse, Bernie (DPW); Crooms, Michael (DPW); Gibson, Lisa (CPC); Jain, Devyani (CPC); Navarrete, Joy (CPC); Switzky, Joshua (CPC); Teague, Corey (CPC); Tam, Tina (CPC); Sider, Dan (CPC); Starr, Aaron (CPC); Watty, Elizabeth (CPC); BOS-Supervisors; BOS-Legislative Aides; Calvillo, Angela (BOS); Somera, Alisa (BOS); Mchugh, Eileen (BOS); BOS Legislation, (BOS)
Subject:	HEARING NOTICE: Appeal of Tentative Map - 1365-1371 York Street - Appeal Hearing on December 12, 2023
Date:	Friday, December 1, 2023 8:42:34 AM

Greetings,

The Office of the Clerk of the Board has scheduled a hearing for Special Order before the Board of Supervisors on **December 12, 2023, at 3:00 p.m.** for the appeal regarding the Tentative Map of a property at 1365-1371 York Street.

Please find the following link to the hearing notice for the matter:

Public Hearing Notice - December 1, 2023

Note: The President may entertain a motion to continue this Hearing to the Board meeting of Tuesday, January 30, 2024. Public Comment will be taken on the continuance only.

You are invited to review the entire matter on our Legislative Research Center by following the link below.

Board of Supervisors File No. 231187

Best regards,

Jocelyn Wong
Legislative Clerk
San Francisco Board of Supervisors
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102
T: 415.554.7702 | F: 415.554.5163
jocelyn.wong@sfgov.org | www.sfbos.org

(VIRTUAL APPOINTMENTS) To schedule a "virtual" meeting with me (on Microsoft Teams), please ask and I can answer your questions in real time.

Click **HERE** to complete a Board of Supervisors Customer Service Satisfaction form.

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From:	Docs, SF (LIB)
To:	BOS Legislation, (BOS)
Subject:	Re: HEARING NOTICE: Appeal of Tentative Map - 1365-1371 York Street - Appeal Hearing on December 12, 2023
Date:	Friday, December 1, 2023 10:44:04 AM

Hello,
It's been received and posted.
Thank you

Martha
Library Technical Assistant 1
Government Information Center
San Francisco Public Library
sfpl.org/postings

From: BOS Legislation, (BOS) <bos.legislation@sfgov.org>
Sent: Friday, December 1, 2023 8:43 AM
To: Docs, SF (LIB) <sfdocs@sfpl.org>
Cc: BOS Legislation, (BOS) <bos.legislation@sfgov.org>
Subject: FW: HEARING NOTICE: Appeal of Tentative Map - 1365-1371 York Street - Appeal Hearing on December 12, 2023

Greetings,

Please post the following notice for public viewing. Thank you.

Jocelyn Wong
Legislative Clerk
San Francisco Board of Supervisors
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102
T: 415.554.7702 | F: 415.554.5163
jocelyn.wong@sfgov.org | www.sfbos.org

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From: BOS Legislation, (BOS) <bos.legislation@sfgov.org>
Sent: Friday, December 1, 2023 8:43 AM
To: 'deepa@tenantstogether.org' <deepa@tenantstogether.org>; Barry Pierce (bpierce@transamericanengineers.com) <bpierce@transamericanengineers.com>; 'lopezvirginia333@gmail.com' <lopezvirginia333@gmail.com>
Cc: PEARSON, ANNE (CAT) <Anne.Pearson@sfcityatty.org>; TOM, CHRISTOPHER (CAT) <Christopher.Tom@sfcityatty.org>; CROSSMAN, BRIAN (CAT) <Brian.Crossman@sfcityatty.org>; YANG, AUSTIN (CAT) <Austin.Yang@sfcityatty.org>; Short, Carla (DPW) <Carla.Short@sfdpw.org>; Schneider, Ian (DPW) <ian.schneider@sfdpw.org>; Anderson, Kate (DPW) <katharine.anderson@sfdpw.org>; Tse, Bernie (DPW) <bernie.tse@sfdpw.org>; Crooms, Michael (DPW) <michael.crooms@sfdpw.org>; Gibson, Lisa (CPC) <lisa.gibson@sfgov.org>; Jain, Devyani (CPC) <devyani.jain@sfgov.org>; Navarrete, Joy (CPC) <joy.navarrete@sfgov.org>; Switzky, Joshua (CPC) <joshua.switzky@sfgov.org>; Teague, Corey (CPC) <corey.teague@sfgov.org>; Tam, Tina (CPC) <tina.tam@sfgov.org>; Sider, Dan (CPC) <dan.sider@sfgov.org>; Starr, Aaron (CPC) <aaron.starr@sfgov.org>; Watty, Elizabeth (CPC) <elizabeth.watty@sfgov.org>; BOS-Supervisors <bos-supervisors@sfgov.org>; BOS-Legislative Aides <bos-legislative_aides@sfgov.org>; Calvillo, Angela (BOS) <angela.calvillo@sfgov.org>; Somera, Alisa (BOS) <alisa.somera@sfgov.org>; Mchugh, Eileen (BOS) <eileen.e.mchugh@sfgov.org>; BOS Legislation, (BOS) <bos.legislation@sfgov.org>
Subject: HEARING NOTICE: Appeal of Tentative Map - 1365-1371 York Street - Appeal Hearing on December 12, 2023

Greetings,

The Office of the Clerk of the Board has scheduled a hearing for Special Order before the Board of Supervisors on **December 12, 2023, at 3:00 p.m.** for the appeal regarding the Tentative Map of a property at 1365-1371 York Street.

Please find the following link to the hearing notice for the matter:

Public Hearing Notice - December 1, 2023

Note: The President may entertain a motion to continue this Hearing to the Board meeting of Tuesday, January 30, 2024. Public Comment will be taken on the continuance only.

You are invited to review the entire matter on our Legislative Research Center by following the link below.

Board of Supervisors File No. 231187

Best regards,

Jocelyn Wong
Legislative Clerk
San Francisco Board of Supervisors
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102
T: 415.554.7702 | F: 415.554.5163
jocelyn.wong@sfgov.org | www.sfbos.org

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BOARD of SUPERVISORS

City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. (415) 554-5184
Fax No. (415) 554-5163
TDD/TTY No. (415) 554-5227

PROOF OF MAILING

Legislative File No. 231187

Description of Items: Hearing - Appeal of Tentative Parcel Map Approval - 1365-1371 York Street - 141 Notices Mailed

I, Lisa Lew , an employee of the City and County of San Francisco, mailed the above described document(s) by depositing the sealed items with the United States Postal Service (USPS) with the postage fully prepaid as follows:

Date: 11/29/23

Time: 4:45 p.m.

USPS Location: Repro Pick-up Box in the Clerk of the Board's Office (Rm 244)

Mailbox/Mailslot Pick-Up Times (if applicable): N/A

Signature: _____

Instructions: Upon completion, original must be filed in the above referenced file.

From:	Mapping, Subdivision (DPW)
To:	BOS Legislation, (BOS); Short, Carla (DPW); Anderson, Kate (DPW); Schneider, Ian (DPW); Tse, Bernie (DPW)
Cc:	BOS-Operations; Mapping, Subdivision (DPW)
Subject:	RE: REQUEST FOR SUBDIVISION APPLICATION - MAILING LIST - APPEAL CHECK PICKUP: Appeal of Tentative Map - 1365-1371 York Street - Appeal Hearing - December 12, 2022
Date:	Tuesday, November 14, 2023 3:30:11 PM
Attachments:	image004.png 1365-1371 York Street 300" Radius List.xlsx

Hi Lisa,

1) Attached is the 300' Radius List.
2) I sent the application file over the Secure City Share System you should have received the email (The passcode to open the file is 356930).
3) The applicant contact and application sponsor info is below:
Applicant Name: Virginia Lopez: (650) 520-8889; Email: 1opezvirginia333@gmail.com; **Mailing Address:** 1302 York St. San Francisco, Ca. 94110
Application Sponsor: Barry Pierce: (415) 553-4092; Email: bpierce@transamericanengineers.com; **Mailing Adress:** 390 Market Street, Suite #201, San Francisco, Ca. 94102
4) My team will drop by tomorrow to pick up the check

Let me know if you have any questions. You can call me at (628) 271-2644.

Thank you.

Michael Crooms
Subdivision and Mapping

Bureau of Street Use and Mapping | San Francisco Public Works | City and County of San Francisco
49 South Van Ness, 9th Floor | San Francisco, CA 94103 | (628) 271-2644 | sfpublicworks.org · twitter.com/sfpublicworks

---

From: BOS Legislation, (BOS) <bos.legislation@sfgov.org>
Sent: Tuesday, November 14, 2023 9:04 AM
To: Mapping, Subdivision (DPW) <subdivision.mapping@sfdpw.org>; Short, Carla (DPW) <Carla.Short@sfdpw.org>; Anderson, Kate (DPW) <katharine.anderson@sfdpw.org>; Schneider, Ian (DPW) <ian.schneider@sfdpw.org>; Tse, Bernie (DPW) <bernie.tse@sfdpw.org>
Cc: BOS-Operations <bos-operations@sfgov.org>; BOS Legislation, (BOS) <bos.legislation@sfgov.org>
Subject: REQUEST FOR SUBDIVISION APPLICATION - MAILING LIST - APPEAL CHECK PICKUP: Appeal of Tentative Map - 1365-1371 York Street - Appeal Hearing - December 12, 2022
Importance: High

Hello,

We received the attached Tentative Subdivision Map Appeal for the proposed 1365-1371 York Street project, filed by Deepa Varma on November 13, 2023.

The Clerk of the Board will be scheduling the Tentative Subdivision Map Appeal for a hearing with a tentative date of December 12, 2023, and a publishing date of December 1, 2023. We are reaching out to your department for the following support documents pertaining to the appeal:

1. Copy of the entire subdivision application and any relevant documents your office may have pertaining to 1365-1371 York Street as soon as possible for completeness of our file
   Disclosure: Personal information that is provided in the application to the Board of Supervisors is subject to disclosure under the California Public Records Act and the San Francisco Sunshine Ordinance. Personal information provided will not be redacted.

2. Mailing list within a 300-foot radius of the appealed property, and names and addresses of interested parties to be notified of the hearing, in an excel spreadsheet format by **Wednesday, November 22**

3. Provide project sponsor and/or applicant contact information (name, email, mailing address, etc.)

4. Filing check for the appeal is available for pickup at the Clerk's Office

Please do not hesitate to contact our office if there are any questions or concerns. Thank you in advance.

Operations: Please note, Check #255 by Deepa Varma is in the cash box for pickup. Please have PW sign the attached word doc when the check is picked up. Thank you.

Best regards,
Lisa Lew
San Francisco Board of Supervisors
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102
T 415-554-7718 | F 415-554-5163
lisa.lew@sfgov.org | www.sfbos.org

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Tel. No. (415) 554-5184
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TDD/TTY No. (415) 554-5227

November 14, 2023

File Nos. 231187-231190
PID: 11200
APN: 4275-028

Received from the Board of Supervisors Clerk's Office one check, one in the amount of Four Hundred Two Dollars ($402) the filing fee paid by Deepa Varma for the appeal of the Tentative Subdivision Map Appeal for the proposed 1365-1371 York Street project:

Planning Department By:

Jessica Dehghani
Print Name

Signature and Date

From:	BOS Legislation, (BOS)
To:	"lopezvirginia333@gmail.com"
Cc:	BOS Legislation, (BOS)
Subject:	Appeal of Tentative Map - 1365-1371 York Street - Appeal Hearing on December 12, 2023
Date:	Wednesday, November 15, 2023 2:58:03 PM

Greetings,

The Office of the Clerk of the Board has scheduled a hearing for Special Order before the Board of Supervisors on **December 12, 2023, at 3:00 p.m.**

Please find linked below a letter of appeal regarding the Tentative Map of a property at 1365-1371 York Street, and an informational letter from the Clerk of the Board.

Tentative Map Appeal Letter - November 13, 2023

Clerk of the Board Letter - November 14, 2023

You are invited to review the entire matter on our Legislative Research Center by following the link below.

Board of Supervisors File No. 231187

Best regards,

Arthur Khoo
Office of the Clerk of the Board
San Francisco Board of Supervisors
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102
(415) 554-4447 | (415) 554-5163
arthur.khoo@sfgov.org | www.sfbos.org

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Introduction Form

(by a Member of the Board of Supervisors or the Mayor)

I hereby submit the following item for introduction (select only one):

- ☐ 1. For reference to Committee (Ordinance, Resolution, Motion or Charter Amendment)
- ☐ 2. Request for next printed agenda (For Adoption Without Committee Reference)
  (Routine, non-controversial and/or commendatory matters only)
- ■ 3. Request for Hearing on a subject matter at Committee
- ☐ 4. Request for Letter beginning with "Supervisor _____ inquiries…"
- ☐ 5. City Attorney Request
- ☐ 6. Call File No. _____ from Committee.
- ☐ 7. Budget and Legislative Analyst Request (attached written Motion)
- ☐ 8. Substitute Legislation File No. _____
- ☐ 9. Reactivate File No. _____
- ☐ 10. Topic submitted for Mayoral Appearance before the Board on _____

The proposed legislation should be forwarded to the following (please check all appropriate boxes):

☐ Small Business Commission ☐ Youth Commission ☐ Ethics Commission

☐ Planning Commission ☐ Building Inspection Commission ☐ Human Resources Department

General Plan Referral sent to the Planning Department (proposed legislation subject to Charter 4.105 & Admin 2A.53):

☐ Yes ☐ No

(Note: For Imperative Agenda items (a Resolution not on the printed agenda), use the Imperative Agenda Form.)

Sponsor(s):

Clerk of the Board

Subject:

Hearing - Appeal of Tentative Parcel Map Approval - 1365-1371 York Street

Long Title or text listed:

Hearing of persons interested in or objecting to the decision of Public Works, dated November 1, 2023, approving a Tentative Parcel Map for a two-lot subdivision project at 1365-1371 York Street, Assessor's Parcel Block No. 4275, Lot No. 028. (District 9) (Appellant: Deepa Varma) (Filed: November 13, 2023)

Signature of Sponsoring Supervisor: for Alisa Somera