



Update Results



Record Detail with Inspection Log

Record ID: 1501220**Description: No heat, inadequate fire exiting, metal bolts sticking out of floor. Unit I****APN: 005 041001301****Address: 1919 MARKET ST****Unit #:****Date Opened: 4/10/2015****Record Status: Violation Verified****Record Status Date: 4/10/2015****Job Value: \$0.00****Requestor:****: Micah Frazier****Business Name:****License #:**

Inspection Date	Inspector Name	Inspection Type	Status / Result	Result Comments
3/18/2015	Gene Martinelli	1st Inspection	Violation Verified	3-18-15, found the following; inoperable vehicle in rear yard, unapproved open storage of construction materials, small hole, 2"x2" in floor in unit #9, trash and debris in rear yard, trash can overflowing, and possible miss use of space. Building used as a live work space, but need to check true approved usage. No heat found in unit, but need to check usage before this is considered a violation. 10 days to resolve items, next inspection 2/30/15. Property manager Danny 631-921-7522, tenant Will @818-687-9388.
3/30/2015	Gene Martinelli	Follow-up Inspection	Partially Abated	3-30-15, spoke to tenant in unit # 9 though his door who said mouse hole was filled. Still has some open storage of MSD in rear yard, inoperable vehicle, needs permit for added exit signs at exits. 631-921-7522 manager.
6/16/2015	Gene Martinelli	Follow-up Inspection	Inspection Voided	6-16-15, Inspection was cancelled.
6/16/2015	Gene Martinelli	Follow-up Inspection	Inspection Voided	6-16-15, Inspection was cancelled.
10/15/2015	Gene Martinelli	Follow-up Inspection	No Abated	10-15-15, walk through building with Joel Garcia, Mark Moriarity, Jorge Reyes, and Ed Labayog. All took notes on building ,mechanical, electrical and plumbing violations.
10/15/2015	Gene Martinelli	Follow-up Inspection	No Abated	10-15-15, Re-inspected site with Jorge Reyes, Mark Moriarty, Jeol Garcia, Ed Laboyag . Units were still being used as live work units. Pictures were taken by myself and given to supervisor Ed Laboyag.
1/28/2016	Gene Martinelli	Follow-up Inspection	No Abated	1/28/16, I posted a notices on each door along with Inspectors Robert, Benjie, Travis, Victor, Benson, Senior Ed Lagoyag Fire Inspector Cesar Avila and a new fire inspector

2/2/2016	Gene Martinelli	Follow-up Inspection	No Abated	<p>unnamed. We posted the following on each door, 1.Do not enter, unsafe. 2. Cover letter stating not to occupy building after 1/31/16 at 11:59 PM. 3. A list of substandard violations found at this property.</p> <p>2-2-16, Site visit with Senior Ed Labayog, and property mangers from 1919 Market St. we all walked entire building together and determine entire building is vacant at this time.</p>
	Gene Martinelli	1st Inspection	Scheduled	
	Gene Martinelli	Follow-up Inspection	Scheduled	

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Update Results



CITY OF OAKLAND

Record Detail with Comments

Record ID: 1501220**Description: No heat, inadequate fire exiting, metal bolts sticking out of floor. Unit I****APN: 005 041001301****Address: 1919 MARKET ST****Unit #:****Date Opened: 4/10/2015****Record Status: Violation Verified****Record Status Date: 4/10/2015****Job Value: \$0.00****Requestor:****: Micah Frazier****Business Name:****License #:**

Comment Date	Commenter	Comment
4/13/2015 3:36:03 PM	GMARTINELLI	4-13-15, spoke to Micah Frazier at 510-290-0919, informed him that building is under review for it usage.
5/13/2015 1:39:28 PM	GMARTINELLI	5-13-15, submitted N.O.V. with re-inspection date of 6-16-15.
5/14/2015 5:14:58 PM	RTEGAN	Notice of Violation sent regular and certified mail (#7014 0510 0001 3988 9815) on 5-13-15 with a Violation Appeal and Brochure(s). Ownership verified per County Assessor: no change to owner name or mailing address.
9/8/2015 3:09:57 PM	KCHENG	Ownership checked; Re-Inspection Notice sent on 9/8/15, cert mailing # is 1548 3338
11/4/2015 9:50:14 AM	GMARTINELLI	6-16-15, Inspection was cancelled.
11/4/2015 10:04:35 AM	GMARTINELLI	3-18-15, found the following; inoperable vehicle in rear yard, unapproved open storage of construction materials, small hole, 2"x2" in floor in unit #9, trash and debris in rear yard, trash can overflowing, and possible miss use of space. Building used as a live work space, but need to check true approved usage. No heat found in unit, but need to check usage before this is considered a violation. 10 days to resolve items, next inspection 2/30/15. Property manager Danny 631-921-7522, tenant Will @818-687-9388.
11/4/2015 10:13:56 AM	GMARTINELLI	3-30-15, spoke to tenant in unit # 9, mouse hole filled, Still has some open storage of MSD in rear yard, inoperable vehicle, needs permit for added exit signs at exits. 631-921-7522 manager.
11/4/2015 10:19:44 AM	GMARTINELLI	10-15-15, Re-inspected site with Jorge Reyes, Mark Moriarty, Jeol Garcia, Ed Laboyag . Units were still being used as live work units. Pictures were taken by myself and given to supervisor Ed Laboyag.
11/24/2015 2:27:01 PM	SFORD	11/24/15 - Prepared Substandard / Public Nuisance packet and forwarded it to the Principal Inspection Supervisory and the Inspections Manager for review.
11/24/2015 3:23:34 PM	SFORD	11/24/15- Substandard / Public Nuisance packet along with photos mailed via regular and certified mail 7010 0290 0001 1289 6710001
12/3/2015 11:00:44 AM	SFORD	12/02/15 - Substandard / Public Nuisance packet returned as "unable to forward" (both reg and cert mail)
1/29/2016 8:37:43 AM	GMARTINELLI	1/28/16, I posted a notices on each door along with Inspectors Robert, Benjie, Travis, Victor, Benson, Senior Ed Lagoyag Fire Inspector Cesar Avila and a new fire inspector unnamed. We posted the following on each door, 1.Do not enter, unsafe. 2. Cover letter stating not to occupy building after 1/31/16 at 11:59 PM. 3. A list of substandard violations found at this property.

2/3/2016 11:15:57 AM GMARTINELLI 2-2-16, Site visit with Senior Ed Labayog, and property mangers from 1919 Market St. we all walked entire building together and determine entire building is vacant at this time.

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Update Results

Record Detail with Inspection Log



CITY OF OAKLAND

Record ID: 1501925**Description:** UNIT 18. No heat. Electrical problems. Ventilation problems. No smoke detectors. Graffiti. Trash and debris.**APN:** 005 041001301**Address:** 1919 MARKET ST**Unit #:****Date Opened:** 6/8/2015**Record Status:** Violation Verified**Record Status Date:** 6/25/2015**Job Value:** \$0.00**Requestor:**

:

Business Name:**License #:**

Inspection Date	Inspector Name	Inspection Type	Status / Result	Result Comments
6/25/2015	Ed Labayog	1st Inspection	Violation Verified	
		1st Inspection	Scheduled	
	Ed Labayog	Follow-up Inspection	Scheduled	

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Update Results



CITY OF OAKLAND

Record Detail with Comments

Record ID: [1501925](#)

Description: UNIT 18. No heat. Electrical problems. Ventilation problems. No smoke detectors. Graffiti. Trash and debris.

APN: 005 041001301

Address: 1919 MARKET ST

Unit #:

Date Opened: 6/8/2015

Record Status: Violation Verified

Record Status Date: 6/25/2015

Job Value: \$0.00

Requestor:

:

Business Name:

License #:

Comment Date	Commenter	Comment
6/29/2015 12:58:55 PM	ELABAYOG	6-25-15 Site visit with Marie Taylor. Inspected premises and unit #18. Identified violations. There is an open case regarding the legal conversion of this building into live-works. There is trash, debris, graffiti, inoperable vehicles on the premises. There are unapproved structures (stairs/landings/catwalks etc.) built without permits. No heat, no ventilation etc. E. Labayog
7/16/2015 9:43:22 AM	KCHENG	Ownership checked; NOV sent reg & cert w/ appeal form on 7/16/15, cert mailing # is 1795 9998
9/16/2015 9:35:55 AM	KCHENG	CERT MAIL RETURNED AS "RETURN TO SENDER / UNCLAIMED"

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CITY OF OAKLAND

250 FRANK H. OGAWA PLAZA • SUITE 2340 • OAKLAND, CALIFORNIA 94612-2031

Planning & Building Department

(510) 238-6402

Bureau of Building

FAX: (510) 238-2959

Building Permits, Inspections and Code Enforcement Services

TDD: (510) 238-3254

www.oaklandnet.com

November 24, 2015

Market Holdings LLC

c/o Diana Pang

401 Roland Way # 220

Oakland, CA 94621

Subject: 1919 Market Street

Oakland, CA 94607

Substandard/ Public Nuisance Declaration and Administrative Citation Assessments

Reference: Complaint No. 1501220 and 1501925

Parcel No. 005-0410-013-01

Dear Property Owner:

I. Substandard /Public Nuisance Declaration and Administrative Citation Assessments

A re-inspection of your subject property 10/15/2015 confirmed that habitable conditions remain deteriorated and health and safety violations remain unabated to an extent that the Fire Marshal and Building Official have made the following determination:

- Substandard violations identified on the attached List of Violations during inspections in 2015 continue to endanger the residents of your building and visitors to your property to the extent that the premises is determined to be a Public Nuisance and manifestly Unsafe to occupy (OMC sections 15.12.116, 15.08.340).

Consequently, the Building Official is taking the following enforcement actions (*see page 3 for appeal procedures*):

- The building is declared Substandard and a Public Nuisance (OMC Sections 15.12.116, 15.08.090).
- The Certificate of Occupancy is revoked (OMC Section 15.08.090).
- Administrative Citations totaling \$5,000 are assessed (OMC Section 1.12.020).

***Penalty Assessment
Oakland Municipal Code 1.12.060***

Administrative Citations shall not be assessed at more than five thousand dollars (\$5,000.00) cumulatively per calendar year (excludes accrued interest). Fees will be assessed as follows:

<i>1st Issuance</i>	<i>\$100.00</i>	<i>3rd Issuance</i>	<i>\$250.00</i>
<i>2nd Issuance</i>	<i>\$150.00</i>	<i>Subsequent Issuances</i>	<i>\$500.00</i>

A "title" search to determine individuals with record title on the building or structure, the holder of any mortgage, deed of trust or other lien or encumbrance of record, the owner or holder of any lease of record and the holder of any other estate or legal interest of record in or to the building or the land on which it is located will be obtained and the actual cost plus administrative charges will be against the owner of record.

II. Remedies

Therefore, you are hereby ordered to do all of the following within the time limitations indicated below from the date of this notification:

- **Within 14 days**, pay relocation benefits to affected residential tenants to allow abatement work to commence (OMC chapter 15.60).
 - Should you fail to make the required payments to eligible tenants, the City may make the required payments on your behalf and charge you for the payments and associated costs. A more detailed summary of the Code Enforcement Relocation Ordinance is enclosed for your review.
 - In accordance with California Civil Code section 1942.5, you are precluded from specific retaliatory actions against tenants for exercising their rights under Title 5, Chapter 2, or for filing a complaint with the City.
- **Within 14 days**, pay assessment fees and execute a Compliance Plan for rehabilitating the building.
- **Within 45 days**, pay permit fees and submit a complete permit application for rehabilitating the building.
- **Within 75 days**, obtain permits to rehabilitate the building.
- **Within 135 days**, obtain final inspection approvals and a renewal Certificate of Occupancy for the rehabilitated building.
- Continually maintain the premises free of blighting conditions.

Failure to comply fully with all parts of these Remedies will subject you to all of the following:

- Judicial civil action to compel compliance.
- Assessment of civil penalties (OMC sect 1.08.020).
- Assessment of re-inspection and administrative fees (OMC 15.12.109.3.1.2 and 15.08.130).
- Securing the building against unauthorized entry. (OMC section 15.08.080).
- Disallowance by the Franchise Tax Board of tax deductions for interest, taxes, depreciation, or amortization paid or incurred in the taxable year (California Revenue and Taxation Code sections 17274/ 24436.5).

III. Appeal

You have the right to appeal the Substandard/Public Nuisance Declaration and the Administrative Citation assessments to an independent Administrative Hearing Officer. An appeal hearing will be scheduled upon timely receipt of your request and a non-refundable filing fee **\$110.00**. Your appeal should clearly identify how the City has erred or abused its discretion in this action (see attached Appeal form). Please file your appeal in writing directly with **Senior Building Inspector , Edward Labayog**, either by mail (address on page 1 of this notice) or by personal or courier delivery (9:30 a.m. to 4:00 p.m. weekdays) at our Inspections Counter on the 2nd floor of the Dalziel Administration Building.

If we do not receive your written appeal with the filing fee **before 4:00 p.m.** (local time), on **12/17/2015** you will *waive your right* for further administrative adjudication of this matter, and your only other method for redressing this matter will be judicial action.

Please note that incomplete appeals including, but not limited to, oral notification of your intention to appeal or receipt of a written appeal without the filing fee will be rejected. Please be advised that you will be assessed additional fees for processing the administrative hearings should your appeal be denied

Sincerely,



TIMOTHY LOW, P.E.
Inspections Manager

Encl.

cc:

Administrative Hearing Fees

Filing fee	\$110.00
Conduct Appeal Hearing	Admin. Cost Appeal
Processing fee	\$331.00
Reschedule Hearing	\$329.00

Please include P.E. Hearing Management/Records/Service/Adjudication/Enforcement fees

July 2015

Scan to: Code Enforcement -Deficiencies-SS/PN

1919 Market Street / 150220, 1501925

Additional Enclosures/Interest Holders

1. Market Holding, LLC
2. East West Bank
3. City Of Oakland
4. Market Holding, LLC
5. East West Bank Loan Servicing
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.

Scan to: Code Enforcement -Deficiencies-SS/PN

7010 0290 0001 1289 6710

U.S. Postal Service	
CERTIFIED MAIL TM RECEIPT	
(Domestic Mail Only: No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage \$	Postmark Here
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Pr	
Sent To	MARKET HOLDING, LLC 180 GRAND AVE STE 1385 OAKLAND, CA 94612 ATTN: SETH JACOBSON 1501220 / SF / 11/24/15
Street, Apt. or PO Box	
City, State	
PS Form 3800, August 2006	
See Reverse for Instructions	



CITY OF OAKLAND

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Bureau of Building

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www.oaklandnet.com

(510) 238-6402

FAX: (510) 238-2959

TDD: (510) 238-3254

11/24/2015

Pacific Gas & Electric
4801 Oakport Street
Oakland, CA 94601

Attention: Service Planning Supervisor

Subject: 1919 Market Street

Reference:

Complaint No.: 1501220

Parcel #: 005-0401-013-01

The subject property is unoccupied, and an attractive nuisance to children and detriment to the neighborhood. The City of Oakland has secured the building to prevent unauthorized entry but the electrical and gas service remain an extreme safety hazard that is endangering life, limb and property.

Pursuant to Oakland Municipal Code Sections 15.08.340.D and E, this building is a Public Nuisance and the electric and gas service must be immediately disconnected.

The City has not received any response from the owners and is pursuing condemnation action. It is imperative that Pacific Gas and Electric take steps to immediately remove the meters, and service at the joint pole. The services should not be reconnected without notification from the City of Oakland.

Should you have any questions concerning this request, please contact: Rich Fielding, at (510) 238-6202.

Sincerely,

Rich Fielding
Principal Inspection Supervisor

cc: Owner of record
Substandard file



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ADMINISTRATIVE PENALTY ASSESSMENT SUMMARY Ordinance 1.12

Abatement Action:

Substandard/Public Nuisance Declaration

Penalty

☒ ADMINISTRATIVE CITATION ☐ CIVIL CITATION

☐ PROPERTY USE LIMITATION

Enabling Legislation:

Oakland Municipal Code Chapter 1.12

Complaint No 1501220 and 1501925

Initial Occurrence: 10/15/2015

Municipal Code Violation: OMC 15.12.116, 15.08.340

Prior Assessments:

Fee charges

Description of Violation:

See List of Violations in the attached Substandard/Declaration and Citation notice from Tim Low, Inspection Manager

Vicinity of Violation

Premises -

Corrections Required

See Remedies section in the attached Substandard Declaration/Citation notice from Tim Low

Initial Assessment \$100.00

Second Assessment \$150.00

Third Assessment \$250.00

Subsequent Assessments \$500.00

Max Accruals \$5000.00

+ interest & fees

Assessment Begins 11/30/2015

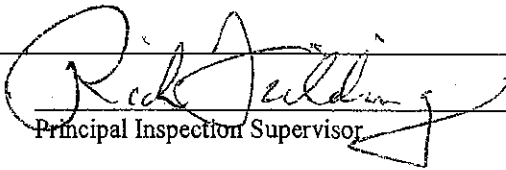
Assessment Ends 12/17/2015

Frequency of Assessment Daily

Penalty Criteria

Maintaining a Public Nuisance in violation of the Oakland Fire Code and the Oakland Building Maintenance Code.

Further Abatement Action: To be determined


Principal Inspection Supervisor

11/24/15
Date



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ADMINISTRATIVE APPEAL

Declaration of Public Nuisance – Substandard

Dangerous to Occupy, Graffiti Abatement

Administrative Citations

Fee: 110.00

(Non-Refundable Filing Fee)

11/24/2015

PROPERTY ADDRESS 1919 Market Street NON-REFUNDABLE FILING FEE \$110.00

COMPLAINT NO. 1501220, 1501925 CERTIFIED MAIL DATE

PARCEL NO. 005-0410-013-01 ☒ PUBLIC NUISANCE – SUBSTANDARD ☐ DANGEROUS TO OCCUPY ☒ ADMINISTRATIVE CITATION

APPELLANT PROPERTY OWNER Market Holdings LLC c/o Diana Pang

ADDRESS ADDRESS 401 Roland Way # 220

CITY/STATE CITY/STATE Oakland, CA 94621

TELEPHONE TELEPHONE

☐ I waive my right of appeal and Administrative Hearing ☐ I will be represented by an Attorney at Law

CONDITIONS FOR FILING AN ADMINISTRATIVE APPEAL

THE MUNICIPAL CODE PROVIDES FOR ADMINISTRATIVE ADJUDICATION BY AN INDEPENDENT HEARING EXAMINER OF THE ENFORCEMENT ACTIONS INDICATED ABOVE FOR APPELLANTS HAVING RECORD TITLE INTEREST IN THE PROPERTY. AN APPEAL MUST BE SUBMITTED IN WRITING WITH A FILING FEE. IF THE APPEAL AND FEE ARE NOT RECEIVED BY THE BUILDING DEPARTMENT WITHIN 14 CALENDAR DAYS OF THE MAILING DATE OF THE NOTIFICATION OF THE ENFORCEMENT ACTION, OR IF THE APPELLANT FAILS TO IDENTIFY FACTS WHICH SUPPORT A CONTENTION THAT THE CITY HAS ERRED OR ABUSED ITS DISCRETION, THE APPEAL WILL BE DENIED WITHOUT AN ADMINISTRATIVE HEARING. THE ONLY OTHER REDRESS AVAILABLE TO AN APPELLANT WILL BE JUDICIAL ACTION (CIVIL PROCEDURE 1094.6, etc.).

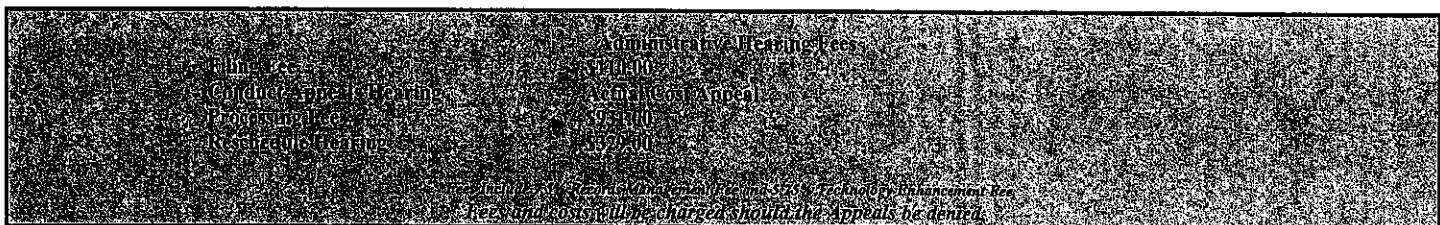
(A separate sheet of paper is attached for your convenience)

- ☐ Briefly identify your legal interest in the building or property.
- ☐ Briefly identify which of the enforcement actions by the City you are appealing,
- ☐ Briefly identify how the City has erred or abused its discretion in bringing this action.
- ☐ Briefly identify how you want the City to resolve your appeal.

Declare Under Penalty of Perjury that the information given herewith is in all respects true and accurate to the best of my knowledge and belief.

APPELLANT'S SIGNATURE
AGENT MUST PROVIDE NOTARIZED AUTHORIZATION

DATE



Administrative Appeal Declaration of Public Nuisance

Proper Owner Name: Market Holdings LLC

Property Address: 1919 Market Street

Complaint#: 1501220 and 1501925

[illegible]



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RESUMÉ OF ACTIVITIES

Re: 1919 Market St.
PTS # 1501220
APN: 005-04100-13-01
Inspector: Eugene Martinelli
Date: November 5, 2015

Page 1

-
- 01-08-15 Unit B inspected by inspector Benjamin Lai under case number 1404748, verified tenant complaint regarding no heat source, missing smoke detectors and holes and gaps in floors etc. He also verified unapproved electrical alterations and unapproved structures and platforms, etc. Fee charges were assessed for non compliance and the case is referred to this case 1501220 to address the unapproved residential use/activity and work without permits which includes unit B.
- 03-18-15 Building exterior and Unit 9 inspected by Eugene Martinelli under case 1500907, verified tenant complaint regarding no heat source, hole in the floor etc. case is referred to this case 1501220 to address the unapproved residential use/activity and work without permits which includes unit 9.
- 03-18-15 Building exterior and common areas inspected by Eugene Martinelli under case 1501220, building alterations without permits, unapproved residential use/activity.
- 05-13-15 Notice of Violation sent for 1501220.
- 06-25-15 Unit 18 inspected by inspector Edward Labayog and Marie Taylor under case number 1501925, verified tenant complaint regarding no heat source, unapproved wiring, unapproved lofts/platforms/walkways/staircases etc. lack of means of egress. Case is referred to this case 1501220 to address the unapproved residential use/activity and work without permits which includes unit 18.
- 09-08-15 Re-inspection notice sent for 1501220.
- 10-15-15 Re-inspected site with inspectors, Mark Moriarty, Joel Garcia, Jorge Reyes, Edward Labayog and Eugene Martinelli under case 1501220. Walked through several units, common areas of the interior and exterior. Identified code violations (refer to attached list of violations).

May 2014
Scan to: Code Enforcement-Deficiencies-SS/PN

LIST OF VIOLATIONS

1919 Market St

10/15/15

005-0410-013

1501220, 1501925

Eugene Martinelli

B

1 of 3

RM-4

10/30/15

THE FOLLOWING BUILDING VIOLATION(S) SHALL BE CORRECTED EXPEDITIOUSLY:

1

Improper Occupancy. All residential and non-residential buildings or structures or portions thereof which were not designed or intended to be used or approved for their current occupancies shall be considered Substandard and a Public Nuisance. OMC 15.08.340.N. Discontinue use, remove all unapproved construction. obtain approvals. permits. inspections.

2

Structural Hazards. Residential and non-residential buildings or structures or portions thereof shall be deemed Substandard and a Public Nuisance when they are or contain structural hazards.

1. Lack of required fire separations
 2. Lack of seismic resistive elements and connections
 3. Unapproved exit discharge system (including insufficient compliant exit signage)
 4. Numerous non-code compliant stair assemblies (within the building and inside individual units) constructed without any required method, guard rail, handrail.
 5. Inside units - raised floors, balconies lacking compliant guardrail or containing deficient guardrail systems that are structurally unstable
 6. Non approved buildings/ structures (some up to four stories high, inside units) constructed without required Engineering calculations (structures lack required foundation and structural supports) some are built using the second floor ceiling/ floor assembly as a foundation with tenant spaces on the first floor
 7. Spaces/ rooms lack minimum light and ventilation requirements
 8. Work done without required approvals, permits, inspections
- OMC 15.08.120, OMC 15.08.140, OMC 15.08.340.C, OPC. Obtain approvals, permits, inspections

3

Hazardous Electrical Wiring and Equipment. Electrical wiring and equipment which was installed in violation of code requirements in effect at the time of installation or electrical wiring and equipment not installed in accordance with generally accepted construction practices in area where no codes were in effect or which has not been maintained in good conditions or which is not being used in a safe manner shall be considered Substandard and a Public Nuisance.

1. The building electrical service equipment exhibits deteriorated conditions due to missing original covers and poor workmanship alterations, allowing dust and debris accumulation on overcurrent protection devices and bus bars rendering the entire electrical system unsafe
 2. The main electrical room door requires panic hardware and it shall open outwards
 3. Deficient electrical room illumination
 4. Electrical sub-panels throughout the building were installed without consideration to series or full rating requirements
 5. Inadequate exit lights wiring in corridors and path of egress
 6. Deteriorated and dangerous electrical wiring practices throughout the building
 7. Several J boxes contain exposed splices and not properly grounded wiring
 8. Equipment such as water heaters without approved disconnecting means
 9. Flexible rigid to metal conduit transitions without proper grounding
 10. Various electrical raceways lack sufficient wall supports
 11. Major use of extension cords without proper overcurrent protection
 12. Extensive and dangerous wiring methods near bodies of water such as fountains and fishponds without GFCI protection
 13. Electrical sub-panels with circuit breakers from different manufacturers
 14. Overloaded circuits
 15. Many wiring splices lack equipment grounding conductors
- OMC 15.08.340.E, OMC 15.08.120, 15.08.140. Obtain approvals, permits, inspections.

LIST OF VIOLATIONS

1919 Market St

Inspected on

10/15/15

005-0410-013

Permit No.

1501220, 1501925

Eugene Martinelli

Inspector

B

2 of 3

Approved Land Use

RM-4

10/30/15

THE FOLLOWING BUILDING VIOLATION(S) SHALL BE CORRECTED EXPEDITIOUSLY:

4

Hazardous Plumbing. Plumbing which was installed in violation of code requirements in effect at the time of installation or plumbing not installed in accordance with generally accepted construction practices in areas where no codes were in effect or which has not been maintained in good condition or which is not free of cross-connections or siphonage between fixtures shall be considered Substandard and a Public Nuisance.

Hazardous Mechanical Equipment. Mechanical equipment which was installed in violation of code requirements in effect at the time of installation or mechanical equipment not installed in accordance with generally accepted construction practices in areas where no codes were in effect or which has not been maintained in good and safe condition shall be considered Substandard and a Public Nuisance.

1. Gas appliance exhaust flues, combustion air, make-up air, etc. not installed per code and may constitute life safety concerns. Obtain permits and inspections of all gas appliances, equipment, etc.
2. Gas and electric water heaters are not properly supported, secured, and braced to prevent seismic movement.
3. Water heater temperature and pressure relief lines are not piped and routed to approved locations to terminate.
4. Water heaters are not installed in safety pans to prevent damage from tank failure.
5. Electrical water heaters do not have electrical disconnects within sight of water heaters and are not properly electrically bonded.
6. Evidence of altered and/or installed gas piping not permitted, approved, nor inspected. Gas unions were noted on altered gas piping.
7. Additions and/or alterations to water piping, drain, waste, and vent piping were not permitted nor inspected.
8. Inadequate ventilation for habitable spaces.
9. Unapproved living spaces not provided with required and/or approved heat source.
10. Bathroom exhaust not ducted nor terminated at the exterior of the building.
11. Numerous unapproved living spaces have water features that may be connected to the domestic water supply and will require inspections water protection and electrical wiring.
12. Plumbing fixtures installed without permits and inspections were noted to be not installed to code.
13. Copper water lines in direct contact with dissimilar metals noted in corridors and/or common areas.
14. Common area laundry rooms have not been permitted and/or inspected for plumbing and mechanical connections.
15. PVC piping noted on exterior of building for hose bib connections and is not approved for exterior installation and had not been installed with permits and inspections.
16. Unidentified piping and ducting noted on building exterior is required to be removed or installed as required by code with permits and inspections.
17. Lack of corridor ventilation.
18. Fire rated walls and/or floor/ceiling assemblies penetrated by pipes and ducts without required protection, fire stop, and/or restoration of rated assembly.

OMC 15.08.120,15.08.140,15.08.340.F,G. Remove/ Repair- approvals, permits, inspections required.

LIST OF VIOLATIONS

1919 Market St

Inspection Date

10/15/15

005-0410-013

Complaint No.

1501220,1501925

Eugene Martinelli

Owner Name

B

3 of 3

Assessment Line

RM-4

10/30/15

Inspection Date

CORRECTION NEEDED:

Certain areas were not open for inspection. Any violations or deficiencies subsequently identified shall become a component part of this report and shall be corrected in an approved manner.

Corrections may not commence without issuance of a Compliance Plan, submittal of a performance security deposit, payment of all assessments and business tax license, field check inspection, and issuance of required permits.



CITY OF OAKLAND

250 FRANK H. OGAWA PLAZA • SUITE 2340 • OAKLAND, CALIFORNIA 94612-2031

Planning & Building Department

Bureau of Building

Inspections, Permits and Code Enforcement Services

www.oaklandnet.com

(510) 238-6402

FAX: (510) 238-2959

TDD: (510) 238-3254

Substandard Public Nuisance

Disclosure

The City of Oakland will seek to notify Responsible Persons, mortgagors, and other lien holders of pending penalty action.

Additional fees will be assessed for researching public records.

GUARANTEE



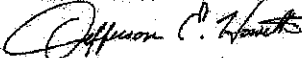
1855 Gateway Boulevard, Suite 600, Concord, CA 94520 • (800)869-3434

NORTH AMERICAN TITLE INSURANCE COMPANY

BY


Emilio Fernandez, PRESIDENT

ATTEST


Jefferson E. Howell, SECRETARY



This Guarantee is being issued by North American Title Company, Inc. as authorized agent for this underwriter. Questions about this policy can be directed to the originating title officer or by contacting our corporate office at: North American Title Company, Inc.

1855 Gateway Blvd., Suite 600, Concord, CA 94520

Guarantee No. 54606-15-1392388

Order No. 1392388

LITIGATION GUARANTEE

SUBJECT TO THE LIMITATIONS CONTAINED HEREIN, THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE,

North American Title Insurance Company
a California corporation, herein called the Company

GUARANTEES

The Assured named in Schedule A against loss not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records, as of Date of Guarantee shown in Schedule A:

1. The title to the herein described estate or interest is vested in the vestee named in Schedule A.
2. Except for the matters shown in Schedule B, there are no defects, liens, encumbrances or other matters affecting title to the estate or interest in the land shown in Schedule A, which matters are not necessarily shown in the order of their priority.
3.
 - a. The current interest holders claiming some right, title or interest by reason of the matters shown in Part II of Schedule B are as shown therein. The vestee named in Schedule A and parties claiming to have some right, title or interest by reason of the matters shown in Part II of Schedule B may be necessary parties defendant in an action, the nature of which is referred to in Schedule A.
 - b. The current interest holders claiming some right, title or interest by reason of the matters shown in Part I of Schedule B may also be necessary parties defendant in an action, the nature of which is referred to in Schedule A. However, no assurance is given hereby as to those current interest holders.
4. The return address for mailing after recording, if any, as shown on each and every document referred to in Part II of Schedule B by specific recording information, and as shown on the document(s) vesting title as shown in Schedule A are as shown in Schedule C.

THIS LITIGATION GUARANTEE IS FURNISHED SOLELY FOR THE PURPOSE OF FACILITATING THE FILING OF THE ACTION REFERRED TO IN SCHEDULE A. IT SHALL NOT BE USED OR RELIED UPON FOR ANY OTHER PURPOSE.

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1855 Gateway Blvd., Suite 600, Concord, CA 94520

Guarantee No. 54606-15-1392388

Order No. 1392388

SCHEDULE A

Order No. 54606-1392388-15

Premium: \$500.00

Guarantee No. 54606-15-1392388-01

Liability: \$500.00

1. Name of Assured: City of Oakland CEDA, Building Services Department
2. Date of Guarantee: October 12, 2015
3. This Litigation Guarantee is furnished solely for the purpose of facilitating the filing of an action to: Declare Public Nuisance Substandard
4. The estate or interest in the Land which is covered by this Guarantee is:
Fee Simple
5. **Title to the estate or interest in the land is vested in:**
Market Holdings, LLC, a California Limited Liability Company

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Guarantee No. 54606-15-1392388

Order No. 1392388

6. **The land referred to in this Guarantee is situated in the City of Oakland, State of California, County of Alameda, and is described as follows:**

LOTS 9 TO 24, INCLUSIVE, AS SAID LOTS ARE SHOWN ON THE "MAP OF SUBDIVISION OF THE WALL TRACT, SURVEYED FEBRUARY 26, 1885, OAKLAND", FILED SEPTEMBER 11, 1885, IN BOOK 6 OF MAPS, PAGE 32, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY.

APN: 005-0410-013-01

NOTE: FROM INFORMATION OBTAINED FROM THE ASSESSOR'S TAX ROLLS, FOR WHICH THIS COMPANY MAKES NO REPRESENTATION OR WARRANTY, THE STREET ADDRESS(ES) OR OTHER COMMON DESIGNATION OF THE ABOVE DESCRIBED PROPERTY IS:

1919 Market Street,
Oakland, California 94607-3308

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1855 Gateway Blvd., Suite 600, Concord, CA 94520

Guarantee No. 54606-15-1392388

Order No. 1392388

SCHEDULE B

Defects, liens, encumbrances or other matters affecting title:

PART I

1. General and special taxes and assessments for the fiscal year 2015-2016.
First Installment: \$26,217.12, OPEN
Penalty: \$2,621.71
Second Installment: \$26,217.12, OPEN
Penalty: \$2,631.71
Tax Rate Area: 17-046
A. P. No.: 005-0410-013-01
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. The fact that the land lies within the boundaries of the West Oakland Redevelopment Project Area Redevelopment Project Area, as disclosed by various documents of record.
4. Rights of parties in possession.

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1855 Gateway Blvd., Suite 600, Concord, CA 94520

Guarantee No. 54606-15-1392388

Order No. 1392388

SCHEDULE B

Part II

5. A Deed of Trust to secure an original indebtedness of \$3,600,000.00 recorded June 4, 2003 as Instrument no. 2003322270 of Official Records.

Dated: May 27, 2003

Trustor: Market Holdings, LLC, a California Limited Liability Company

Trustee: East West Investment Inc., a California Corporation

Beneficiary: East West Bank

A document entitled "Assignment of Rents" recorded June 4, 2003 as Instrument no. 2003322271 of Official Records, as additional security for the payment of the indebtedness secured by the deed of trust recorded June 4, 2003 as Instrument no. 2003322270 of Official Records.

Document(s) declaring modifications thereof recorded August 1, 2013 as Instrument no. 2013265978 of Official Records.

6. Lien for Nuisance or substandard or hazardous or injurious condition in favor of City of Oakland

Against: Market Holdings Lic c/o Diana Pang

Amount: \$2,897.23 + Interest

Recorded: July 14, 2015 as Instrument no. 2015193526 of Official Records.

SCHEDULE C

Addresses

Paragraph #5, Schedule A	March 1, 2001 Instrument no. 2001074283	Market Holding, LLC 180 Grand Avenue, Suite 1385 Oakland, CA 94612 Attn: Seth Jacobson
Paragraph #5, Schedule B, Part II	June 4, 2003 Instrument no. 2003-322270 and June 4, 2003 Instrument no. 2003-322271 and August 1, 2013 Instrument no. 2013265978	East West Bank 475 Huntington Drive San Marino, CA 91108 and East West Bank Loan Service Department 9300 Flair Drive, 6th Floor El Monte, CA 91731 Market Holdings, LLC 155 Grand Avenue, Suite 1025 Oakland, CA 94612
Paragraph #6, Schedule B, Part II	July 14, 2015 Instrument no. 2015193526	City of Oakland Planning & Building Department 250 Ogawa Plaza - 2nd Floor Oakland, CA 94612
Vestee at Address Shown on Tax Roll		Market Holdings, LLC 401 Roland Way #220 Oakland, CA 94621

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1855 Gateway Blvd., Suite 600, Concord, CA 94520

Guarantee No. 54606-15-1392388

Order No. 1392388

SCHEDULE OF EXCLUSIONS FROM COVERAGE

1. Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
 - (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
 - (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
 - (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
 - (c) The identity of any party shown or referred to in Schedule A.
 - (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee.

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

2. Notice of Claim to be Given by Assured Claimant.

An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall

give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

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1855 Gateway Blvd., Suite 600, Concord, CA 94520

Guarantee No. 54606-15-1392388

Order No. 1392388

6. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options

- (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4.

7. Determination and Extent of Liability.

This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.

- (a) The liability of the Company under this Guarantee to the Assured shall not exceed the least of:
(b) the amount of liability stated in Schedule A or in Part 2;

the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6

of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or

- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

8. Limitation of Liability.

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.

- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

9. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

10. Payment of Loss.

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

11. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

12. Arbitration.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

13. Liability Limited to This Guarantee; Guarantee Entire Contract.

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

14. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at: **1855 Gateway Blvd., Suite 600, Concord, CA 94520**

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Guarantee No. 54606-15-1392388

Order No. 1392388

FACTS**WHAT DOES NORTH AMERICAN TITLE GROUP, INC. FAMILY OF COMPANIES DO WITH YOUR PERSONAL INFORMATION?****Why?**

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some, but not all, sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- transaction history and payment history
- purchase history and account balances

When you are *no longer* our customer, we continue to share your information as described in this notice.

How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons North American Title Group, Inc. Family of Companies ("NATG") choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does NATG share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions?

Call 1 (888) 444-7766, extension 6585

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1855 Gateway Blvd., Suite 600, Concord, CA 94520*

Guarantee No. 54606-15-1392388

Order No. 1392388

Who we are

Who is providing this notice?	The North American Title Group, Inc. Family of Companies (identified below), such as home owners insurance and home mortgage companies.
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What we do

How does NATG protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does NATG collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • apply for financing or provide employment information • provide account information or show your government issued ID • give us your contact information <p>We also collect your personal information from others, such as credit bureaus, affiliates or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes—information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you

Definitions

Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include the companies listed below.</i>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Nonaffiliates we share with can include collection agencies, IT service providers, companies that perform marketing services on our or their own behalf, consumer reporting agencies, and others.</i> • <i>NATG does not share with nonaffiliates so they can market to you.</i>
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • <i>NATG doesn't jointly market.</i>

Our Affiliates. The North American Title Group, Inc. Family of Companies is:

North American Title Company
 North American Title Insurance Company
 North American Title Alliance, LLC
 North American Title Florida Alliance, LLC
 North American Services, LLC
 North American Title Agency

North American Abstract Agency
 NASSA, LLC
 North American Title, LLC
 North American Advantage Insurance Services, LLC
 North American National Title Solutions, LLC
 North American Exchange Company

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ASSESSOR'S MAP 5

Code Area No. 17-046

5

Map of Oakland and vicinity showing of streets as established and proposed, compiled from official surveys and Records of the County (as per W.F.B. Boardman City and County Surveyor.) (Bk. 17 Pg. 14)

410
615

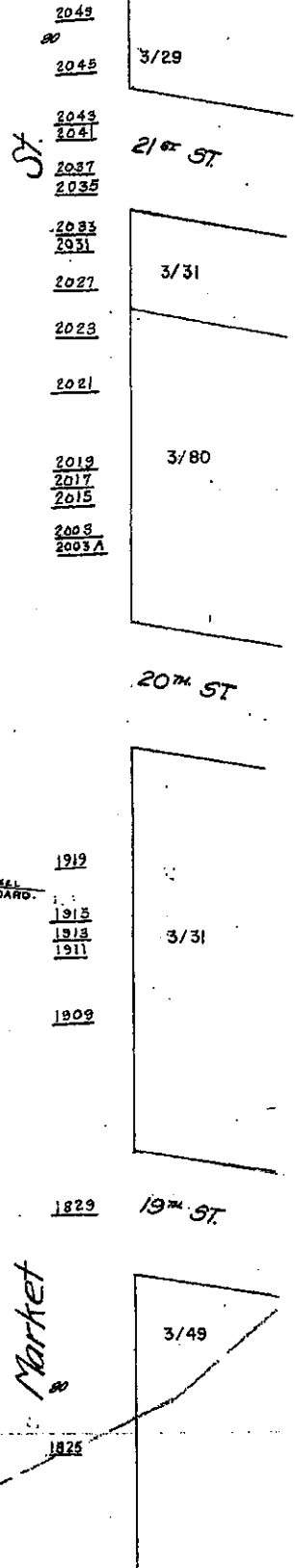
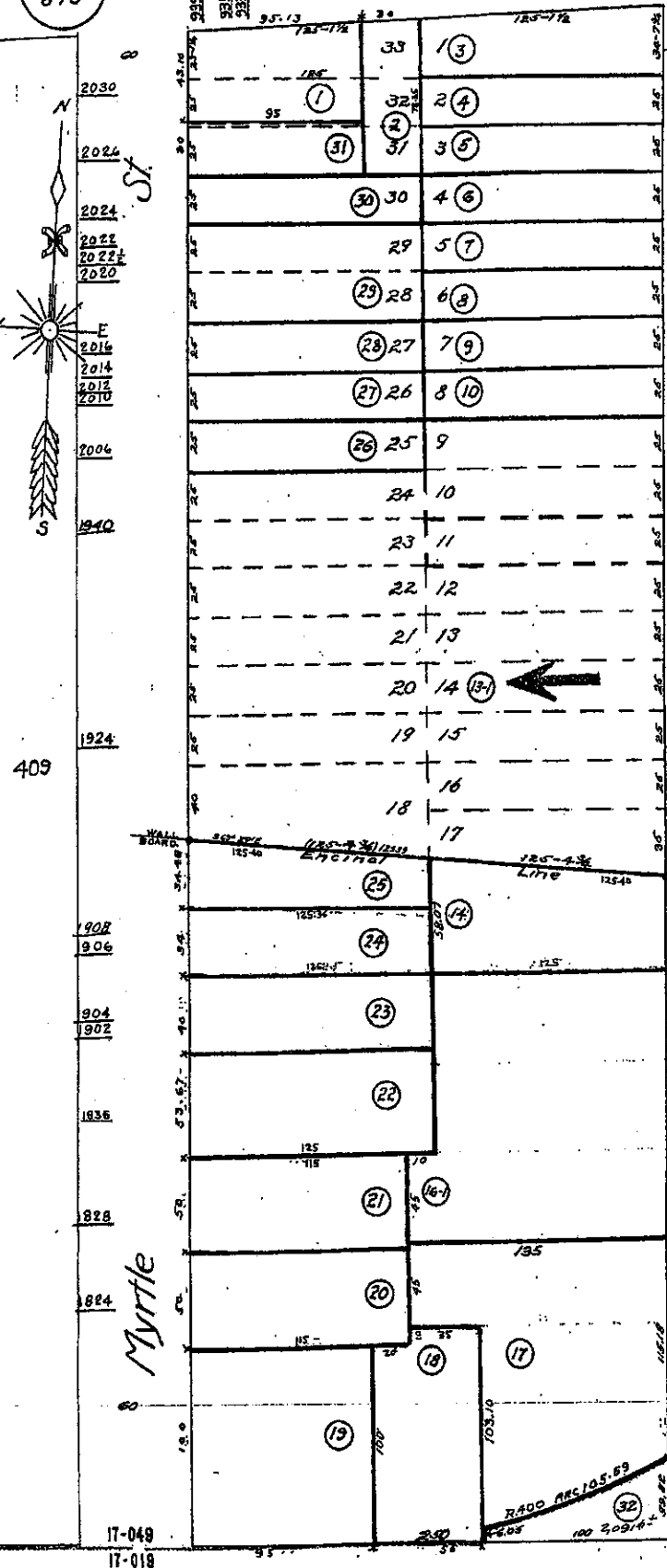
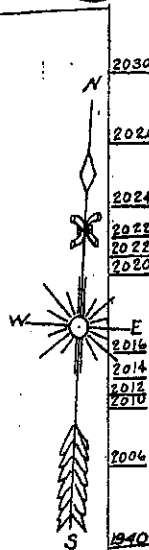
21ST

ST

Map of subdivision of the Wall Tract.

Scale 1 in = 50 ft.

REV. 5-27-80 RM
4-28-04 LL
3-31-08 LL



**SUMMARY OF THE CITY OF OAKLAND'S
CODE ENFORCEMENT RELOCATION ORDINANCE**

The Code Enforcement Relocation Ordinance, codified in Chapter 15.60 of the Oakland Municipal Code, requires a property owner to pay relocation benefits to a residential tenant who must move because of the City's enforcement of housing and building codes. If the owner refuses to make the payment, the City **may** choose to make the payment to the displaced tenant and then place a lien on the property to recover these costs.

TENANT ELIGIBILITY

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AMOUNT OF BENEFITS

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on the owner's property, either as a special assessment (tax) lien or as a nuisance abatement lien, to recover its relocation costs as well as its other code enforcement costs.

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CITY OF OAKLAND

250 FRANK H. OGAWA PLAZA • SUITE 2340 • OAKLAND, CALIFORNIA 94612-2031

Planning & Building Department

Bureau of Building

Building Permits, Inspections and Code Enforcement Services

www.oaklandnet.com

(510) 238-6402

FAX: (510) 238-2959

TDD: (510) 238-3254

Date: 11/24/2015

To: Timothy Low
Inspections Manager

From: Rich Fielding
Principal Inspection Supervisor

Subject: Notice of Condemnation – Commencement

Reference: OHC Section 15.08.350

Your concurrence is requested to begin condemnation proceedings for demolishing the following vacant and substandard building(s).

ADDRESS: 1919 Market Street

COMPLAINT NO. 1501220

PARCEL NO. 005-0401-01301

Primary Structure: ☐ DWELLING - 1 FAMILY
☐ APARTMENT - 3 TO 5 UNITS

☐ DWELLING - 2 FAMILY
☒ OTHER Commercial

FOOT PRINT 53,125 SQ. FT. STORIES

Detached Ancillary Structure:

FOOT PRINT SQ. FT. STORIES

A Resume of Activities (60.3F1) and supporting documents are attached for your review.

Approved

Date

RF:sf

Cc: file

City Attorney's Office

City Administrator's Office

Housing Department – Lending Unit

Attachment: Photo

February 2015

Scan to: Code Enforcement – Deficiencies-SS/PN



CITY OF OAKLAND

250 FRANK H. OGAWA PLAZA • SUITE 2340 • OAKLAND, CALIFORNIA 94612-2031

Planning & Building Department

Bureau of Building

Inspections, Permits and Code Enforcement Services

www.oaklandnet.com

(510) 238-6402

FAX: (510) 238-2959

TDD: (510) 238-3254

Date: 11/24/2015

To: BETTY MARVIN

Planner III

From: Rich Fielding

Principal Inspection Supervisor

Subject: Notice of Condemnation – Historical Preservation

Reference: OHC Section 8-2.02, OPC Sections 6404, 7002

Inspection Services is proceeding with the condemnation process and demolition of the following vacant and substandard building(s):

ADDRESS 1919 Market Street **COMPLAINT NO.** 1501220

PARCEL NO. 005-0401-013-01

PRIMARY ☐ DWELLING - 1 FAMILY ☐ DWELLING - 2 FAMILY
STRUCTURE ☐ APARTMENT - 3 TO 5 UNITS ☒ OTHER Commercial

FOOT PRINT 53,125 SQ. FT. STORIES _____

DETACHED
ANCILLARY
STRUCTURE _____

FOOT PRINT _____ SQ. FT. STORIES _____

We request your assistance in identifying the historical significance, if any, of this structure(s) as regards special regulations for landmark facilities and the S-7 preservation zone.

RF:sf

Cc: file

Attachment: Photo

Feb. 2015

Scan to: Code Enforcement-deficiencies-SS/PN



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Oakland Fire Department, Fire Prevention Bureau
250 Frank H. Ogawa Plaza, Ste. 3341
Oakland, CA 94612-2032



(510) 238-3851
TTY (510) 238-6884

Report of Fire Inspection

Date 1/28/2016

MARKET HOLDINGS

Sterling Towers

180 GRAND AVE #1385

OAKLAND, CA

94612-3750

Facility / Site Location

1919 MARKET ST

OAKLAND CA 94607

Pursuant to OMC Sec. 15.12, a Fire/Life Safety inspection was conducted on 1/28/2016 at the site location which found the facility to be **Non-Compliant** with City of Oakland fire regulations. In accordance with CFC 104.5 you are hereby ordered to immediately correct all upon receipt of this notice. Failure to comply with this lawful order may result in a citation to appear in Municipal Court, plus additional fees and civil penalties.

Deficiency

Corrective Action

Deficiency Status

Location

301

[California Code of Regulations, Title 19, Division 1, §3.14] Fire Hazard.
No person, including but not limited to the State and its political subdivisions, operating any occupancy subject to California Code of Regulations, Title 19, Division 1 regulations shall permit any fire hazard, as defined in this article, to exist on premises under their control, or fail to take immediate action to abate a fire hazard when requested to do so by the enforcing agency.
Note: "Fire Hazard" as used in California Code of Regulations, Title 19, Division 1 regulations means any condition, arrangement, or act which will increase, or may cause an increase of, the hazard or menace of fire to a greater degree than customarily recognized as normal by persons in the public service of preventing, suppressing or extinguishing fire; or which may obstruct, delay, or hinder, or may become the cause of obstruction, delay or hindrance to the prevention, suppression, or extinguishment of fire.

Unsatisfactory

Observed the following violations:
Not approved electrical modifications
Not approved construction

Throughout

315

315.3 Storage in buildings.

Unsatisfactory

Storage of materials in buildings shall be orderly and stacks shall be stable. Storage of combustible materials shall be separated from heaters or heating devices by distance or shielding so that ignition cannot occur.

315.3.1 Ceiling clearance.

Storage shall be maintained 2 feet (610 mm) or more below the ceiling in non-sprinklered areas of buildings or a minimum of 18 inches (457 mm) below sprinkler head deflectors in sprinklered areas of buildings.

315.3.2 Means of egress.

Combustible materials shall not be stored in exits or enclosures for stairways and ramps.

315.3.3 Equipment rooms.

Combustible material shall not be stored in boiler rooms, mechanical rooms or electrical equipment rooms.

Observed poor storage of ordinary combustible materials. Storage is blocking egress paths, high pile without adequate clearances to fire sprinklers. Observed compressed gasses stored inside living units.

Storage in units and hallways

5303.7

5303.7 Separation from hazardous conditions.

Unsatisfactory

Compressed gas containers, cylinders and tanks in storage or use shall be separated from materials and conditions which pose exposure hazards to or from each other. Compressed gas containers, cylinders, tanks and systems in storage or use shall be separated in accordance with Sections 5303.7.1 through 5303.7.11.2.

Observed unsecured compressed gas cylinders stored inside living units.

Throughout

703.1

703.1 Maintenance.

Unsatisfactory

The required fire-resistance rating of fire-resistance-rated construction (including walls, firestops, shaft enclosures, partitions, smoke barriers, floors, fire-resistive coatings and sprayed fire-resistant materials applied to structural members and fire-resistant joint systems) shall be maintained. Such elements shall be visually inspected by the owner annually and properly repaired, restored or replaced when damaged, altered, breached or penetrated. Where concealed, such elements shall not be required to be visually inspected by the owner unless the concealed space is accessible by the removal or movement of a panel, access door, ceiling tile or similar movable entry to the space. Openings made therein for the passage of pipes, electrical conduit, wires, ducts, air transfer openings and holes made for any reason shall be protected with approved methods capable of resisting the passage of smoke and fire. Openings through fire-resistance-rated assemblies shall be protected by self- or automatic-closing doors of approved construction meeting the fire protection requirements for the assembly.

703.1.1 Fireblocking and draftstopping.

Required fireblocking and draftstopping in combustible concealed spaces shall be maintained to provide continuity and integrity of the construction.

703.1.2 Smoke barriers and smoke partitions.

Required smoke barriers and smoke partitions shall be maintained to prevent the passage of smoke. All openings protected with approved smoke barrier doors or smoke dampers shall be maintained in accordance with NFPA 105.

703.1.3 Fire walls, fire barriers and fire partitions.

Required fire walls, fire barriers and fire partitions shall be maintained to prevent the passage of fire. All openings protected with approved doors or fire dampers shall be maintained in accordance with NFPA 80.

901.6

Unsatisfactory

[California Code of Regulations, Title 19, Division 1, §1.14] Maintenance.
Every fire alarm system or device, sprinkler system, fire extinguisher, fire hose, fire-resistive assembly or any other fire safety assembly, device, material or equipment installed and retained in service in any building or structure subject to California Code of Regulations, Title 19, Division 1 regulations shall be maintained in an operable condition at all times in accordance with California Code of Regulations, Title 19, Division 1 regulations and with their intended use.

[California Code of Regulations, Title 19, Division 1, §3.24] Maintenance of Equipment.

All fire alarm systems, fire detection systems, automatic sprinkler or extinguishing systems, communication systems, and all other equipment, material or systems required by California Code of Regulations, Title 19, Division 1 shall be maintained in an operable condition at all times. Upon disruption or diminishment of the fire protective qualities of such equipment, material or systems, immediate action shall be instituted to effect a reestablishment of such equipment material or systems to their original normal and operational condition.

Observed the following violations:

*Fire sprinkler system does not have a current annual inspection record
Fire sprinkler system does not have a current 5 Year certificate issued by a licensed contractor
Fire sprinkler system operation has been impaired by not approved construction. Water flow spray pattern has been interrupted by construction
Fire sprinkler system has been rendered inoperable by shutting off the main valve. Main valve has been completely closed and gauges show 0 psi
Fire alarm system power has been disconnected*

Fire Suppression & Fire Alarm Systems

906.2

Unsatisfactory

[California Code of Regulations, Title 19, Division 1, §574.5(a) through (c)] Inspection Record Keeping.

(a) The fire extinguisher owner shall maintain records of all fire extinguishers inspected, including those extinguishers that were found to require corrective actions. Records shall be maintained until next required maintenance.
(b) At least monthly, the date the manual inspection was performed and the initials of the person performing the inspection shall be recorded on a tag or label attached to the fire extinguisher, or an inspection checklist maintained on file, or an electronic system (e.g., bar coding) that provides a permanent record.

[California Code of Regulations, Title 19, Division 1, §567.1] Operating Conditions.

Portable extinguishers shall be maintained in a fully charged and operable condition, and kept in their designated places at all times when they are not being used.

[California Code of Regulations, Title 19, Division 1, §574.3] Corrective Action.
When an inspection of any extinguisher reveals a deficiency in any of the conditions listed in Title 19, Division 1, Sections 574.2(b)(c), immediate corrective action shall be taken.

Observed the following violations:

*Portable fire extinguishers annual service expired
Owner has not completed monthly inspections*

Throughout

1001.2

Unsatisfactory

1001.2 Minimum requirements.

It shall be unlawful to alter a building or structure in a manner that will reduce the number of exits or the capacity of the means of egress to less than required by this code.

Egress path has been modified. Building does not conform to egress requirements.

Egress paths

Building fire rated construction has not been maintained.

Throughout

A re-inspection has been scheduled to determine if you have complied with this order on **02/01/2016**.
The inspection/permit fees will be invoiced at a later date. If any violations are found during the re-inspection, additional inspection fees and penalties will be charged.

Should you have any questions, please call (510) 238-3851 or send email to cavila@oaklandnet.com

Sincerely,

Avila, Cesar, Assistant Fire Marshal
Oakland Fire Department

Inspection Ref #