



Update Results



CITY OF OAKLAND

RECORD_MODULE = Enforcement

CONTACT_TYPE = Complainant, Lienee, Neighbor, Occupant/Tenant, Tenant/Occupant, Vendor

CONTACT_TYPE = Blank

ADDR_PARTIAL : Begins With 2551 san pablo

APN = ****

DATE_OPENED >= 1/1/2017

DATE_OPENED <= 12/31/2020

Complaint History with Comments

Record ID: [1701281](#)

Address: 2551 SAN PABLO AVE

APN: 003 000700300

Unit #:

Description: Fire damaged Building , roof collapse.

Date Opened: 3/28/2017

Record Status: Violation Verified and Posted

Record Status Date: 3/28/2017

Job Value: \$0.00

Requestor:

:

Business Name:

License #:

Comment Date	Commenter	Comment
3/28/2017 7:35:53 AM	DMILES	3-28-17 Responded to request from Fire Department for inspection .At this point in time 3-27-17 aprox. 11:00am Fire department were still searching for bodies of victims and had concerns about structural stability of the building . The roof of the building has collapsed inward and there is a very large amount of debris that has fallen onto the floors below , parts of the third floor have also collapsed . Observations were made from the exterior of the building only . Parts of the building were still burning .At the time of the inspection further collapse did not appear to be imminent . Shoring may be required to prevent further collapse and to allow for debris removal . There is a large amount of debris on San Pablo as well as Meade AV . The fire department will continue the search for bodies , today 3-28-17 . Gary Lim Supervising civil engineer will be on site advising fire department . premises will need to be secured as soon as possible to prevent unauthorized entry. - D. miles
3/28/2017 3:49:27 PM	WLOO	3/28/17 - the building was "red tagged" at 1:20 p.m. today; the "Declaration of Public Nuisance-Imminent Hazard/ Order to Abate" packet was posted on the front entrance of the building at 2:18 p.m. today; the building at 814 Mead Av. was "yellow tagged" for restricted occupancy during the demolition on the rear wall of 2551 San Pablo Av because of falling debris. wloo
3/31/2017 10:28:10 AM	DREX	3/31/17 - Declaration of Pn/ss walked to county
4/5/2017 6:43:31 PM	SKELLOGG	3/31/17 Declaration of Public Nuisance-Substandard recorded 3/31/17 with recordation# 2017074779
4/7/2017 12:11:47 PM	SFORD	04/07/17 - Administrative Penalty - Citation Invoice mailed regular and certified mail 7010 0290 0001 1290 3920 Appeal Deadline 04/09/17.
6/16/2017 2:16:55 PM	DHARLAN	Received Ltr from Selman Breitman LLP informing of Joint Site Visit on 6-20-2017 (attached).
7/14/2017 2:23:18 PM	SFORD	07/14/17 - Declaration of Public Nuisance-Imminent Hazard/Order to Abate Notice returned as "RETURN TO SENDER" "UNABLE TO FORWARD".

10/11/2017 8:57:37 AM LWILLIAMS-MISCHAL

10/11/17 - Cert Mail Returned As "Return To Sender/Unable To Forward", Cert# 7016 2140 0000 7228 9359

Record ID: [1700865](#)

Address: 2551 SAN PABLO AVE

APN: 003 000700300

Unit #:

Description: Master tenant Urojas request inspection of the facility; alleged deferred maintenance by landlord.

Date Opened: 3/2/2017

Record Status: Closed

Record Status Date: 4/24/2017

Job Value: \$0.00

Requestor: Rev. Aurea Lewis

:

Business Name:

License #:

Comment Date	Commenter	Comment
3/6/2017 8:45:34 AM	WLOO	3/03/17 - met Dr. Jeffery Lowery and assistant, Aurea Lewis at the property; they said they are leasing half of the bottom floor and all of the second floor; the property owner took back the other half of the 1st floor and the 3rd floor is occupied with squatters; they showed me a major plumbing leak which alleged to come from the 3rd floor affecting unit #215 & 113D which had opened ceiling with leaking water; noted electrical violations and unit 218 had a toilet leak which damaged the flooring in the kitchen; took pictures. wloo
4/24/2017 11:17:05 AM	WLOO	4/24/17 - close complaint due to the fire. wloo

Record ID: [1700743](#)

Address: 2551 SAN PABLO AVE

APN: 003 000700300

Unit #:

Description: Large amount of trash and debris, building materials, furniture in back of property. Neighbor will provide access in order to verify.

Date Opened: 2/23/2017

Record Status: Abated

Record Status Date: 4/24/2017

Job Value: \$0.00

Requestor:

: Dan

Business Name:

License #:

Comment Date	Commenter	Comment
3/1/2017 2:03:50 PM	WLOO	2/28/17 - investigated complaint; gate on Mead St; noticed furniture, debris & trash on sidewalk in front of rear yard gate; gate was unlocked; large amount of garbage, trash and debris behind building around 10 feet of yard to the rear fence; took pictures. wloo
3/1/2017 2:04:46 PM	WLOO	3/01/17 - prepared notice of violation for mailing. wloo
3/2/2017 4:31:18 PM	EANDERSON	Ownership verified through County Assessor, NOV mailed reg & cert with appeal form and brochures on 3/2/17 cert #7016197000009801 Re-inspection Deadline: 4/18/17
4/24/2017 11:15:23 AM	WLOO	4/24/17 - my understanding according to Mr. Kim was the rear yard was cleaned before the fire; close complaint due to the fire. wloo

For real-time, direct access to information via the Internet, 24 hours a day - <https://aca.accela.com/oakland>



Update Results



CITY OF OAKLAND

Complaint History with Inspection Log

RECORD_MODULE = Enforcement

CONTACT_TYPE = Complainant, Lienee, Neighbor, Occupant/Tenant, Tenant/Occupant, Vendor

CONTACT_TYPE = Blank

ADDR_PARTIAL : Begins With 2551 SAN PABLO

APN = ****

DATE_OPENED >= 1/1/2017

DATE_OPENED <= 12/31/2020

Record ID: [1700743](#)

Address: 2551 SAN PABLO AVE

APN: 003 000700300

Unit #:

Description: Large amount of trash and debris, building materials, furniture in back of property. Neighbor will provide access in order to verify.

Date Opened: 2/23/2017

Record Status: Abated

Record Status Date: 4/24/2017

Job Value: \$0.00

Requestor:

: Dan

Business Name:

License #:

Inspection Date	Inspector Name	Inspection Type	Status / Result	Result Comments
2/28/2017	Wing Loo	1st Inspection	Violation Verified	
	Wing Loo	Follow-up Inspection	Scheduled	

Record ID: [1700865](#)

Address: 2551 SAN PABLO AVE

APN: 003 000700300

Unit #:

Description: Master tenant Urojas request inspection of the facility; alleged deferred maintenance by landlord.

Date Opened: 3/2/2017

Record Status: Closed

Record Status Date: 4/24/2017

Job Value: \$0.00

Requestor: Rev. Aurea Lewis

:

Business Name:

License #:

Inspection Date	Inspector Name	Inspection Type	Status / Result	Result Comments
3/3/2017	Wing Loo	1st Inspection	Violation Verified	

Record ID: [1701281](#)

Address: 2551 SAN PABLO AVE

APN: 003 000700300

Unit #:

Description: Fire damaged Building , roof collapse.

Date Opened: 3/28/2017**Record Status: Violation Verified and Posted****Record Status Date: 3/28/2017****Job Value: \$0.00****Requestor:**

:

Business Name:**License #:**

Inspection Date	Inspector Name	Inspection Type	Status / Result	Result Comments
3/28/2017	Wing Loo	1st Inspection	Violation Verified & Posted	
3/27/2018	Wing Loo	Follow-up Inspection	No Abated	Visited the property on a complaint that demo work is being done without permit and approval. Stopped by around 12:15 and saw a new large opening approximately 8 feet wide and supported by a large header in the front exterior wall next to the main entrance. A bobcat was parked inside of the building in front of the opening. Some debris has been removed from the interior. A stop work was posted on the building.

For real-time, direct access to
information via the Internet, 24 hours a
day - <https://aca.accela.com/oakland>



ZIP 94612
07/17
00013992

CITY OF OAKLAND

**Planning and Building Department
250 Frank H. Ogawa Plaza, Suite 2340
Oakland, CA 94612-2031**



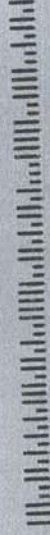
EAST BAY COMMUNITY RECOVERY PROJECT
ATTN: EXECUTIVE DIRECTOR
2551 SAN PABLO AVENUE
OAKLAND, CA 94612

07/03/17

946122711-1N

NIXIE

RETURN TO SENDER
UNABLE TO FORWARD
UNABLE TO FORWARD
RETURN TO SENDER



2551 San Pablo
Case No. 1701281



CITY OF OAKLAND

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

Planning and 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

NOTICE OF VIOLATION

March 1, 2017

Certified and Regular mail

To: MEAD AVENUE HOUSING ASSOCIATES

6021 LA SALLE AVE

OAKLAND CA 94611-3227

Code Enforcement Case No.: **1700743**

Property: **2551 SAN PABLO AVE, OAKLAND 94612**

Parcel Number: **3-7-3**

Re-inspection Date: **4/18/2017**

Code Enforcement Services inspected your property on **2/28/2017** and confirmed:

- ☒ that the violations of the Oakland Municipal Code (OMC) marked below are present.
- ☐ that work was performed without permit or beyond the scope of the issued permit and you are receiving this Notice of Violation because you did not get the required permit within three (3) days of receiving the Stop Work Order. You must contact the inspector indicated below before the Re-inspection Date to stop further code enforcement action.

Photo	Description of Violation	Location	OMC Section
	Property Maintenance		
yes	The rear yard & sidewalk has an accumulation of furniture, garbage, trash & debris. Clean and maintain.	rear yard	8.24.020
	Building Maintenance (Code)		
yes	One of the windows on Mead Street side has broken glass. Repair.	building	15.08.080E

At this point no fees or other charges have been assessed for these violations. To stop further code enforcement action, you are advised to correct the above violations and contact Inspector **Wing Loo**, who is assigned to your case, before the re-inspection date shown above to schedule an inspection. Your inspector is available by phone at 510-238-6219 and by email at wloo@oaklandnet.com.

If the Property Owner Certification is included in this notice you may also complete the form and include photographs of the corrected violations.

If you do not contact your inspector to discuss why you cannot comply or if applicable, complete the Property Owner Certification form and the re-inspection verifies that all violations have not been corrected, you may be charged for inspection and administrative costs, which can total **\$2,665.00**. The City may also abate the violations and charge you for the contracting and administrative costs, which can also total over \$1,000.00. In addition, Priority Lien fees in the amount of \$1,926.00 may be assessed if fees are not paid within 30 days from the date of the invoice. Charges may be collected by recording liens on your property and adding the charges to your property taxes or by filing in Small Claims or Superior Court. Furthermore, this Notice of Violation may be recorded on your property.

You have a right to appeal this Notice of Violation. You must complete the enclosed Appeal form and return it with supporting documentation in the enclosed envelope. If Code Enforcement Services does not receive your written Appeal within 30 days of the date of this notice, you will waive your right for administrative review. *Note: Incomplete appeals including, but not limited to an oral notification of your intention to appeal, a written appeal postmarked but not received by us within the time prescribed or a written appeal received by us without a filing fee are not acceptable and will be rejected.*

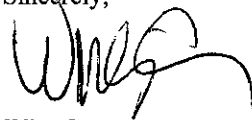
If you choose to file an appeal no further action can be taken by Code Enforcement Inspectors until you have had the opportunity to be heard by an independent Administrative Hearing Examiner pursuant to the Oakland Municipal Code Section 15.08.380 (B)(3) and a Final Decision is determined. An appeal will be scheduled within 60 days from the date the appeal was filed. A filing fee in the amount of **\$110.00** is due at the time of submittal. Payments may be made in person at the Bureau of Building, 250 Frank Ogawa Plaza, 2nd Floor, Cashiering Section or by phone by calling 510-238-4774 (**Please include the receipt number and date on your appeal**). MasterCard and Visa are accepted.

Administrative Hearing Fees

Filing Fee	\$ 110.00
Conduct Appeals Hearing	Actual Cost Appeal (Fee charged only if Appellant loses appeal)
Processing Fee	\$ 931.00
Reschedule Hearing	\$ 329.00

Fees Include 9.5% Records Management Fee and 3.25% Technology Enhancement Fee

Sincerely,



Wing Loo
Combination Building Inspector
Planning and Building Department

Enclosures as applicable:

- | | | |
|--|--|--|
| <input type="checkbox"/> Blight brochure | <input type="checkbox"/> Residential Code Enforcement brochure | <input type="checkbox"/> Vehicular Food Vending brochure |
| <input checked="" type="checkbox"/> Property Owner Certification | <input type="checkbox"/> Mold and Moisture brochure | <input type="checkbox"/> Pushcart Food Vending brochure |
| <input type="checkbox"/> Lead Paint brochure | <input type="checkbox"/> Undocumented Dwelling Units brochure | <input type="checkbox"/> Smoke Alarms brochure |
| <input checked="" type="checkbox"/> Photographs | <input type="checkbox"/> Stop Work brochure | <input type="checkbox"/> Condominium Conversion brochure |

CC:



CITY OF OAKLAND

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

Planning and Building Department

Bureau of Building

www.oaklandnet.com

(510) 238-6402

FAX: (510) 238-2959

PROPERTY OWNER CERTIFICATION

CORRECTED OR REMOVED VIOLATIONS

Property: 2551 SAN PABLO AVE, OAKLAND 94612

Parcel no. 3-7-3

Case no.: 1700743

Owner: MEAD AVENUE HOUSING ASSOCIATES

Courtesy Notice date: na

Re-inspection date: 4/18/2017

Instructions

1. Review the property address and owner information shown at the left and make any necessary corrections.
2. If applicable, before the Re-inspection date shown at the left, complete and return this signed form with dated photographs of your property to verify the violations were removed or not present.

E-mail: inspectioncounter@oaklandnet.com

Facsimile: 510/ 238-2959

Mail: City of Oakland
Bureau of Building
250 Frank H. Ogawa Plaza Suite 2340
Oakland, CA 94612-2031
(Envelope enclosed -- no postage required)

I certify that I have corrected the following violations identified in the Notice of Violation I received from the City of Oakland:

Property Owner Certification

Print Name (print)

Date

Property Owner Signature

Day time telephone ()

E-mail:

Return to: Wing Loo

County Assessor Display

Assessor Parcel Record for APN 003- -0007-003-00

Parcel Number:	3-7-3
Property Address:	2551 SAN PABLO AVE, OAKLAND 94612
Owner Name:	MEAD AVENUE HOUSING ASSOCIATES
Care of:	
Attention:	
Mailing Address:	6021 LA SALLE AVE, OAKLAND CA 94611-3227
Use Code:	NURSING OR BOARDING HOME
Recorder Number:	1991-095318
Recorder Date:	4/16/1991
Mailing Address Effective Date:	12/16/2014
Last Document Input Date:	4/16/1991
Deactivation Date:	
Exemption Code:	

[Home](#)[Enter
Assessor
Parcel
Number](#)[Property
List](#)[Assessments](#)[Property
Details](#)[GIS Parcel
Map](#)[Alameda
County
Web Site](#)[Use Codes](#)

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee \$

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$

☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage \$

Total Postage \$

MEAD AVENUE HOUSING ASS.

Sent To **6021 LA SALLE AVE**

Street at **OAKLAND, CA 94611-3227**

City, State **1700743/2551 SAN PABLO AVE/WLJEA/3/1/17**

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Postmark Here

7016 1970 0000 9801 1046

1700743



2551 San Pablo Av.



2-28-17





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

April 7, 2017

Mead Avenue Housing Associates

6021 LaSalle Ave

Oakland, CA 94611-3227

Subject: Administrative Penalty— Citation Invoice
2551 San Pablo Avenue
Oakland, CA

Reference: Complaint #: 1701281
Parcel #: 003-0007-003-00

Dear Property Owner(s):

Conditions on your property previously identified as violations of the Oakland Housing Code Section 12.842 CMS. We have assessed the penalties indicated below, and will continue to do so until all violations have been abated or an Administrative Appeal has been received by the deadline identified in the **Declaration of Public Nuisance-Imminent Hazard/ Order to Abate** notice. This amount does not include previously invoiced fees for other services to abate the code violation and which remain unpaid.

The \$ \$5,000.00 assessment is described below:

<u>Assessment Period</u>	<u>Total Days</u>	<u>Amount</u>
03/29/17	1	\$ 100.00
03/30/17	1	150.00
03/31/17	1	250.00
04/01/17 - 04/09/17	9 x \$500.00 a day	<u>4,500.00</u>
	Total:	\$5,000.00

Please make check, money order or cashier's check payable to the "City of Oakland". You can mail your payment, pay in person at the Planning and Building Department, Cashiering, 250 Frank H. Ogawa Plaza, 2nd Floor or call 510-238-4774. Payment by VISA or MASTERCARD is also accepted.

Unless full payment of all fees, penalties, and interest assessed to date is received within the deadline identified in the invoice (you will receive separately), we will collect unpaid amounts either by civil and small claims court action or by recording a priority lien on your property title or both. Substantive additional fees will be due should a court judgement be rendered or a lien be recorded. Court judgments are recoverable by garnishment of your wages or other assets. Liens are recoverable by a special assessment placed on your general property tax. Delinquency of your property tax payments can result in foreclosure and sale of your property.

Sincerely,

SANDRA M. SMITH
Management Assistant

Accounting

7070 0290 0001 1290 3920

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	

Postmark
Here

Total Post

Mead Avenue Housing Associates
6021 La Salle Ave
Oakland, CA 94611
2551 San Pablo Ave - 1701281
04/7/17 - SF

Sent To
Street, Apt
or PO Box
City, State,

PS Form 3800, August 2006

See Reverse for Instructions

RECORDING REQUESTED BY:
CITY OF OAKLAND

MAIL RECORDED DOCUMENT TO:

CITY OF OAKLAND
PLANNING AND BUILDING DEPART.
BUREAU OF BUILDING
250 FRANK H. OGAWA PLAZA, 2ND FL.
OAKLAND, CA 94612



2017074779

03/31/2017 12:41 PM

OFFICIAL RECORDS OF ALAMEDA COUNTY
STEVE MANNING
RECORDING FEE: 15.00



1 PG

Free For Recordation
California Government Code Sections 27383, 27387

DECLARATION OF PUBLIC NUISANCE - SUBSTANDARD

Abatement
Action

☐ OPC-Nuisance
☒ OHC- Substandard
☐ URM

☒ OBC-Hazardous
☐ OMC-Injurious

Assessor's Parcel No.

003-0007-003-00

Notice of Violation No:

N/A

Recorded Date:

N/A

Enabling
Legislation

☐ OPC - 7.248 CMS, et seq.
☒ OHC - 12.149 CMS, et seq.
☐ OHC - 12.184 CMS et seq
☐ OMC - 10.986 CMS

☒ OBC- 12.150 CMS
☐ OMC- 11.805 CMS
☐ URM -11.613 CMS
☐ OHC-12,842 CMS et seq

Property Address

2551 San Pablo Avenue
Oakland, CA 94612

Property Owner

Mead Avenue Housing Associates

Mailing Address

6021 La Salle Ave
Oakland, CA 94611-3227

Complaint No. 1701281 Lot Book

Prepared by: SF

WHEREAS, THE OWNERS, AS KNOWN TO THE CITY OF OAKLAND, OF THE REFERENCED REAL PROPERTY WERE LAWFULLY NOTICED BY THE CITY OF A NUISANCE OR SUBSTANDARD OR HAZARDOUS OR INJURIOUS CONDITION ON THE PROPERTY MAINTAINED IN VIOLATION OF CODE OR ORDINANCE; AND

WHEREAS, THE CITY LAWFULLY INITIATED ABATEMENT ACTION WHEN THE CONDITION ON THE PROPERTY WAS NOT CORRECTED EXPEDITIOUSLY BY THE OWNERS; AND

WHEREAS, THE CITY WILL DEMAND REIMBURSEMENT FROM THE OWNERS FOR ACCUMULATING FEES AND COSTS AND ACCRUING INTEREST LAWFULLY ASSESSED FOR CONTINUING ABATEMENT ACTION; **THEREFORE**

NOTICE IS NOW GIVEN, TO THE OWNERS AND TO MORTGAGEES AND HOLDERS OF LIENS AND OTHER ENCUMBRANCES OF RECORD AND TO BENEFICIARIES UNDER DEEDS OF TRUST OF RECORD OR OTHER HEIRS OR SUCCESSORS OR ASSIGNS AND TO PURCHASERS, WHETHER FOR VALUE OR BY TRANSFERENCE OR CONVEYANCE OR DELINQUENCY SALE, AMONG OTHERS HAVING A LEGAL INTEREST IN THE PROPERTY THAT THE CITY HAS A LAWFUL CLAIM OF AN ACCUMULATING DOLLAR AMOUNT FOR ABATEMENT ACTION; AND

NOTICE IS ALSO GIVEN, THAT THE CITY WILL ENCUMBER THE PROPERTY WITH A PRIORITY LIEN SHOULD THE OWNERS, UPON DEMAND, FAIL TO REIMBURSE THE CITY FULLY AND IMMEDIATELY FOR ACCUMULATED FEES AND COSTS AND ACCRUING INTEREST AND ALSO THAT THE CITY WILL RECOVER UNREIMBURSED AMOUNTS AND ACCRUING INTEREST FROM THE GENERAL LEVY OF PROPERTY TAXES WITH A SPECIAL ASSESSMENT COLLECTED BY THE ALAMEDA COUNTY ASSESSOR (GOV 38773, R&T 3712).

by

TIMOTHY LOW, P.E.
Inspections Manager

Richard Fielding

BUILDING OFFICIAL
CITY OF OAKLAND

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

STATE OF CALIFORNIA, COUNTY OF ALAMEDA

3.31, 2017 before me, Diana L Rex, Notary Public personally
Name/Notary

appeared Richard Fielding, 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.

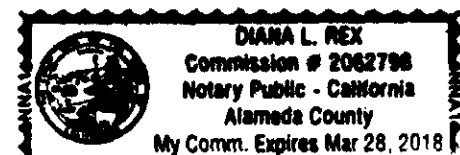
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL:

SIGNATURE

Diana L Rex
Notary Public

(SEAL)



Commission # 2062798
Expires 3-28-2018



CITY OF OAKLAND

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

Planning and 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

March 28, 2017

Declaration of Public Nuisance-Imminent Hazard/Order to Abate

*Certified and Express Postage
(Hand Delivered to Owner's Representative Jahn Miller)*

Mead Avenue Housing Associates
6021 La Salle Ave
Oakland, CA 94611-3227

Subject: **2551 San Pablo Avenue**

Re: APN: 003 0007 003-00

Unsafe to Occupy and Order to Vacate

Imminent Hazard - Immediate Vacation And Abatement

Reference: Complaint#: 1701281

Dear Property Owner:

A fire occurred on the property on March 27, 2017 and City inspections on March 27 and March 28, 2017 confirmed the existence of imminent hazards and health and safety conditions on the premises which threaten life, safety and property. Based on the condition of the property and the City's reviews and inspections to date the City is making the following determinations and accompanying declarations:

o The Substandard conditions described below:

Unsafe to the safety, health, and welfare of (potential) occupants pursuant to Oakland Municipal Code, Title 12, 15.80.340C and 15.80.380C; therefore, the building is hereby declared a *Public Nuisance*.

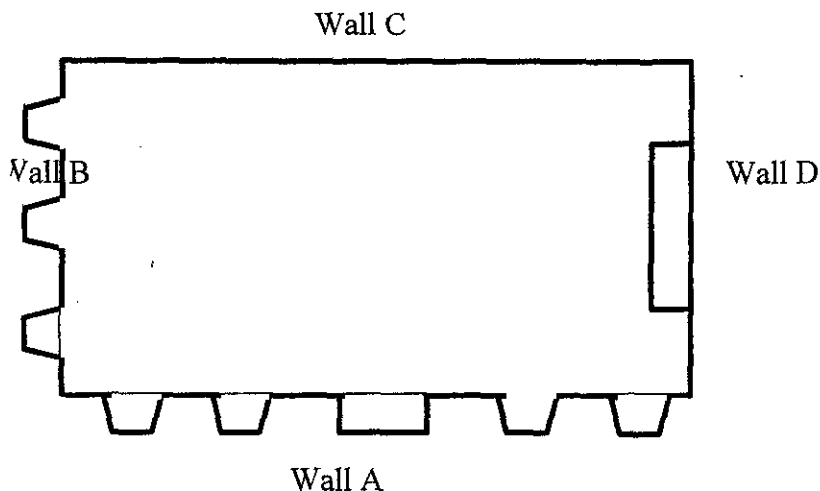
o Certain of these Unsafe conditions are determined also to be Dangerous both to occupants and (potential) visitors; therefore, the building is hereby declared *Unsafe to Occupy*, and the Certificate of Occupancy is hereby revoked.

o Certain of these Dangerous conditions are further determined to endanger other properties, and to be manifestly unsafe for the public, and to be imminently hazardous for occupants and visitors; therefore, the premises is hereby declared an *Imminent Hazard* and access to the property is hereby restricted.

o An Administrative Penalty is further determined to be applicable and warranted as a sanction for maintaining a Public Nuisance and is hereby assessed.

Consequently, you are hereby ordered to do the following *immediately*:

Map of the Property:



Evaluation of Exterior: The parapets on the A, B, C and D side present an imminent hazard and must be removed as specified below. All falling hazards endangering the public must be removed. Any unsupported portions of flooring and walls must be removed as described below.

- Wall A:
 - o Remove parapet
 - o Remove ladder of fire escape to roof
- Wall B:
 - o Remove parapet
 - o Remove ladder of fire escape to roof
- Wall C:
 - o Remove parapet
 - o Remove $\frac{1}{2}$ of 3rd floor wall (which is unsupported and out of plane)
- Wall D:
 - o Remove all parapets including inset on exterior wall
- Entire Site:
 - o Remove all broken and potentially hazardous glass (or board up completely)
 - o Board up all openings on the entire first floor
 - o Remove all debris and ensure all sidewalks are walkable, clear, and clean
- Abutting Public Streets
 - o Subject to approval by the Oakland Director of Public Works install fencing along the lane lines between the two Southbound lanes of San Pablo Avenue in front of the subject parcel.

Should you fail to complete any part of the above **before 8:00 a.m.** (local time), **Friday, March 31, 2017**, the City will access your property to mitigate the *imminent hazard* temporarily and will also terminate serving utilities, secure the building against unauthorized entry and install perimeter fencing with a locked gate. Please be advised that interference by anyone with the City or its agents while we are on your property to enforce vacation of the premises and/ or our accompanying abatement actions is a *misdemeanor offense* punishable by removal from the premises and arrest and fine, in addition to all other penalties provided by law.

Furthermore, you are hereby also ordered to do the following *expeditiously*:

- o within 14 days (from date of this notification), pay City assessments to date, and

- o *within 45 days*, pay fees and submit a complete permit application for the rehabilitation of the building (or demolition, unless structure has historic status), and pay fees for compliance monitoring and a renewal Certificate of Occupancy, and present evidence of construction financing, and post a completion security deposit, and execute a Compliance Plan for the scheduled rehabilitation, *and*
- o *within 75 days*, obtain required permits for the rehabilitation, *and*
- o *within 135 days*, obtain final inspection approvals and a renewal Certificate of Occupancy, *and*
- o *continually* maintain the premises free of blighting conditions and secured from unauthorized entry, *and*
- o *not* re-occupy or re-use the premises for any reason or any purpose whatsoever without prior written approval from the City.

Failure to comply fully with all parts of these Declarations and resulting Orders within all time periods specified will subject you to the following:

- o continuing re-inspection and administrative fees, *and*
- o additional administrative penalties and judicial civil action, *and*
- o signage prominently posted on the premises identifying you as the owner, *and*
- o survey of the premises for hazardous materials and painting of the facade, *and*
- o disposal of personal property and demolition of the structure and foundation, *and*
- o disallowance by the California Franchise Tax Board of tax deductions for interest, taxes, depreciation or amortization paid or incurred in the taxable year (R & T 17274 & 24436.5), and,
- o re-accessing your property without further notice and for additional charge to remove blight conditions and/or (re) install perimeter fencing and locked gates and/or (re)secure the premises against unauthorized entry.

*Penalty Assessment
Oakland Municipal Code 1.08.060*

Civil Citations shall not be assessed at more than three hundred seventy five thousand dollars (\$365,000.00 a year) cumulatively per calendar year (excludes accrued interest). Fees will be assessed as follows:

Maximum fines of \$1,000 a day, not exceeding \$365,000 a year

In accordance with the Oakland Municipal Code, Chapter 15.60, you are required to *pay relocation benefits to all residential tenants* required to vacate a rental unit because of this or any further associated action. Should you fail to make required payments to eligible tenants before they vacate, the City may make payments on your behalf.

In accordance with California Civil Code Section 1942.5, you are precluded from specified retaliatory actions against tenants for exercising their rights under Title 5, Chapter 2, or for filing a complaint with the City.

Fees, costs, payments, assessments, and penalties associated with our enforcement actions are *very* significant and shall be charged against the property and the owners and, if not reimbursed immediately, shall become a priority lien and special assessment recorded against the property title and are recoverable through the property tax general levy and court action, among other remedies available to the City.

You may appeal our determinations to an independent Administrative Hearing Examiner. You may file an appeal within *fourteen (14) days from the date of this notice*. You must pay a **\$110.00** non-refundable filing fee, and you must clearly identify how the City has erred or abused its discretion in these actions. Please be advised that you will be assessed additional fees for processing the administrative hearings should your appeal be denied.

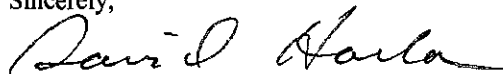
Please file your appeal (refer to enclosure for our format) directly with our Principal Inspection Supervisor.

Rich Fielding
Code Enforcement Services
250 Ogawa Plaza, Second Floor
Oakland, CA 94612

- o orally by telephone message (24 hour) at 510/238-6202 *or*
- o in writing by mailing or personal or courier delivery (8:00 a.m. to 4:00 p.m. Monday, Tuesday, Thursday and Friday and Wednesday, 9:30 a.m. to 4:00 p.m.) at the address above.

If we do not receive your oral or written appeal and filing fee **before 4:00 p.m. (local time), April 11, 2017**, 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.

Sincerely,



DAVID HARLAN
ACTING BUILDING OFFICIAL

cc: Miguel Trujillo, Fire Marshal
Christine Daniel, Interim Director of Public Works
City Attorney

DH/ss

Administrative Hearing Fees

Filing Fee	\$110.00
Conduct Appeals Hearing	\$Actual Cost Appeal (Fee charged only if Appellant loses appeal)
Processing Fee	\$931.00
Reschedule Hearing	\$329.00

**Fee Does Not Include 9.5% Records Management Fee and 5.25% Technology Enhancement Fee*

Additional Enclosures/Interest Holders

1. Mead Avenue Housing Associates - 323 Madrone Ave, Larkspur, CA 94939
2. Tax Credit Allocation Committee - 915 Capitol Mall, Rm 485, P.O. Box 942809, Sacramento, CA 94209
3. East Bay Community Recovery Project Attn (Executive Director) - 2551 San Pablo Ave, Oakland, CA 94612
4. BBCN Bank (Attn: Loan Servicing Dept.) - 3731 Wilshire Blvd #420, Los Angeles, CA 90010
5. BBCN Bank Oakland Office Oakland Office - 3731 Wilshire Blvd #400, Los Angeles, CA 90010
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.



CITY OF OAKLAND

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

Department of Planning and Building

www.oaklandnet.com

(510) 238-6402

FAX: (510) 238-2959

TDD: (510) 238-3254

IMMINENT HAZARD APPEAL

Civil Penalty, Ordinance 1.12

Fee: \$110.00

March 28, 2017

PROPERTY

ADDRESS 2551 San Pablo Avenue NON-REFUNDABLE FILING FEES \$110.00*

COMPLAINT NO. 1701281 STATION CS-INSP CERTIFIED MAIL _____ DATE _____

PARCEL NO. 003-0007-003-00

- ☐ PUBLIC NUISANCE – SUBSTANDARD ☐ UNSAFE TO OCCUPY ☐ ADMINISTRATIVE PENALTY
☒ IMMINENT HAZARD

APPELLANT Same

PROPERTY

OWNER Mead Avenue Housing Associate

ADDRESS _____

ADDRESS 6021 La Salle Ave

CITY/STATE _____

CITY/STATE Oakland, CA 9461-3227

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 ACTION 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.).

- ☐ 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.

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

I 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 Hearing Fees

Filing Fee	\$110.00
Conduct Appeals Hearing	Actual Cost Appeal (Fee charged only if Appellant loses appeal)
Processing Fee	\$931.00
Reschedule Hearing	\$329.00

Fees include 9.5% Records Management Fee and 5.25% Technology Enhancement Fee

Imminent Hazard

Property Address: 2551 San Pablo Avenue

Complaint#: 1701281This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.



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

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 1701281

Initial Occurrence: 03/27/17

Municipal Code Violation: 15.08

Prior Assessments:

Fee charges

Description of Violation:

Fire damages building with fire debris surroundin property

Vicinity of Violation

Entire building at 2551 San Pablo Ave

Corrections Required

Remove debris and safety hazards and demolish structure

Initial Assessment \$100.00

Second Assessment \$150.00

Third Assessment \$250.00

Subsequent Assessments \$500.00

Max Accruals \$5000.00

+ interest & fees

Assessment Begins 03/29/17

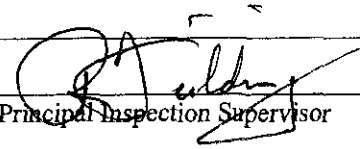
Assessment Ends 04/09/17

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

2/29/17
Date



CITY OF OAKLAND

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

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(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



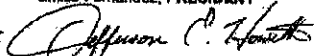
1855 Gateway Boulevard, Suite 600, Concord, CA 94520 • (800)869-3434

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. 54606-17-1494675

Order No. 1494675

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.

*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. 54606-17-1494675

Order No. 1494675

SCHEDULE A

Order No. 54606-1494675-17
Guarantee No. 54606-17-1494675-01

Premium: \$500.00
Liability: \$500.00

1. Name of Assured: City of Oakland CEDA, Building Services Department
2. Date of Guarantee: March 24, 2017
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:

A fee.
5. Title to the estate or interest in the land is vested in:

Mead Avenue Housing Associates, a California limited partnership

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

Guarantee No. 54606-17-1494675

Order No. 1494675

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 1, 2, 3, 4, AND 5, AS SAID LOTS ARE SHOWN ON THE MAP OF EAD PARK, OAKLAND, CALIFORNIA, FILED MAY 29, 1896, IN BOOK 15, OF MAPS, PAGE 51, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY.

APN: 003-0007-003

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:

2551 San Pablo Avenue
Oakland, CA 94612-1159

*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. 54606-17-1494675

Order No. 1494675

SCHEDULE B

Defects, liens, encumbrances or other matters affecting title:

PART I

1. General and special taxes and assessments for the fiscal year 2017-2018, a lien not yet due or payable.
2. General and special taxes and assessments for the fiscal year 2016-2017.
First Installment: \$4,848.33, PAID
Penalty: \$484.83
Second Installment: \$4,848.33, OPEN
Penalty: \$494.83
Tax Rate Area: 17-046
A. P. No.: 003-0007-003
3. The land lies within the boundaries of proposed community facilities District No. 2014-1 (Clean Energy), as disclosed by a map filed in Book 18 Page 65 of maps of assessment and community facilities districts.
4. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
5. The fact that the land lies within the boundaries of the West Oakland Redevelopment Project Area, as disclosed by various documents of record.

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

Guarantee No. 54606-17-1494675

Order No. 1494675

SCHEDULE B

Part II

6. The terms and provisions contained in the document entitled "Regulatory Agreement" recorded January 12, 1994 as Instrument No. 94140958 of Official Records.
7. The Terms, Provisions and Easement(s) contained in the document entitled "Easement Agreement" recorded May 23, 2005 as Instrument No. 2005210146 of Official Records.
8. A Deed of Trust to secure an original indebtedness of \$2,900,000.00 recorded March 15, 2013 as Instrument No. 2013098143 of Official Records.
Dated: March 8, 2013
Trustor: Mead Avenue Housing Associates, a California limited partnership
Trustee: BBCN Bank
Beneficiary: BBCN Bank

A document entitled "Assignment of Rents" recorded March 15, 2013 as Instrument No. 2013098144 of Official Records, as additional security for the payment of the indebtedness secured by the deed of trust recorded March 15, 2013 as Instrument No. 2013098143 of Official Records.

SCHEDULE C

Addresses

(Regarding Item No. 5, Schedule A)	April 16, 1991 Instrument No. 91-095318	Mead Avenue Housing Associates 323 Madrone Avenue Larkspur, CA 94939
(Regarding Item No. 6, Schedule B, Part II)	January 12, 1994 Instrument No. 94-140958	Tax Credit Allocation Committee 915 Capitol Mall, Room 485 P.O. Box 942809 Sacramento, CA 94209-0001
(Regarding Item No. 7, Schedule B, Part II)	May 23, 2005 Instrument No. 2005-210146	East Bay Community Recovery Project 2551 San Pablo Avenue Oakland, CA 94612 Attn: Executive Director
(Regarding Item No. 8, Schedule B, Part II)	March 15, 2013 Instrument No. 2013-098143	BBCN Bank (Attn: Loan Servicing Dept.) 3731 Wilshire Blvd. #420 Los Angeles, CA 90010
(Regarding Item No. 8, Schedule B, Part II)	March 15, 2013 Instrument No. 2013-098143	BBCN Bank Oakland Office 3731 Wilshire Blvd., #400 Los Angeles, CA 90010
(Regarding Item No. 8, Schedule B, Part II)	March 15, 2013 Instrument No. 2013-098144	BBCN Bank (Attn: Loan Servicing Dept.) 3731 Wilshire Blvd., #420 Los Angeles, CA 90010
(Regarding Item No. 8, Schedule B, Part II)	March 15, 2013 Instrument No. 2013-098144	BBCN Bank Oakland Office 3731 Wilshire Blvd., #400 Los Angeles, CA 90010
(Vestee, Schedule A)	Tax roll	Mead Avenue Housing Associates 6021 La Salle Avenue Oakland, CA 94611

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

Guarantee No. 54606-17-1494675

Order No. 1494675

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.

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. 54606-17-1494675

Order No. 1494675

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**

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. 54606-17-1494675

Order No. 1494675

*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. 54606-17-1494675

Order No. 1494675

Privacy Policy

North American Title Group, Inc. Family of Companies

Effective Date: **SEPTEMBER 1, 2016**

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?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none">• Social Security number, birthdate, driver's license number and income• transaction history and payment history• purchase history and account balances <p>When you are no longer our customer, we continue to share your information as described in this notice.</p>		
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		Yes	Yes
For nonaffiliates to market to you		No	We don't share
Questions?	Call 1 (844) 654-5408		
Who we are			
Who is providing this notice?		The North American Title Group, Inc. Family of Companies (identified below), which offers title insurance, settlement services, and property and casualty insurance.	
What we do			
How does NATG protect your 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.	

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. 54606-17-1494675

Order No. 1494675

How does NATG collect your personal information?	<p>In general, you can visit our website on the World Wide Web without disclosing your identity or any information about yourself. Our web servers collect statistical information, such as the number of visitors, returning visitors, country of origin, source of traffic (e.g., Google) and method of access (e.g., mobile), but not the email addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information used to improve the overall content of our website to all visitors. You may choose to provide personal information to us through our website in order to request information, products or services, or to submit a complaint or inquiry. Any information provided via our website will be used only in accordance with the policies outlined here.</p> <p>We collect your personal information, for example, from:</p> <ul style="list-style-type: none"> • Applications, contracts or other forms you complete. • Information provided about your transaction by you, by affiliates or others, whether received in writing, in person, by telephone or any other means. • Information provided to us by other parties involved in your transaction, such as your lender, mortgage broker, attorney or real estate broker. Such items may include an appraisal, land survey, credit report and account information. • Information we receive from a consumer reporting agency or credit bureau.
Why can't you 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	Companies related by common ownership or control. They can be financial and nonfinancial companies.
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 behalf, consumer reporting agencies and others.</i> • <i>NATG does not share with nonaffiliates so they can market their goods or service to you.</i>
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you. NATG does not jointly market.</p> <ul style="list-style-type: none"> • NATG doesn't jointly market.
Affiliate Marketing	
To limit sharing with affiliates for marketing purposes	<p>NATG may share your information with its affiliates so that the affiliates can market to you. To prevent this sharing, opt out</p> <ul style="list-style-type: none"> • By visiting the following webpage for full instructions and a link to the Opt Out process via our NATTRACK system: www.nat.com/Opt-Out Or • Send written notification to North American Title Group Attn: General Counsel 760 Northwest 107th Avenue, Suite 400 Miami, FL 33172

The North American Title Group, Inc. Family of Companies consists of the following entities:

North American Title Company
 North American Title Company dba Realstar Title
 North American Title Company, Inc.
 North American Title Company of Colorado
 North American Title Insurance Company
 North American Services, LLC
 North American Title Agency, Inc.

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

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. 54606-17-1494675

Order No. 1494675

Order No.
Escrow No. 129253
Loan No.

WHEN RECORDED MAIL TO:
HEAD AVENUE HOUSING ASSOCIATES
323 Madrone Avenue
Larkspur, CA 94939

91095318

001

RECORDED & RETURNED BY
First American Title Co.
At 8:22 A.M.
APR 18 1991
OFFICE RECORDS OF
ALAMEDA COUNTY, CALIFORNIA
RINE C. DAVIDSON
COUNTY CLERK

TAX PAID
ALAMEDA COUNTY

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO:

SAME AS ABOVE

The undersigned grantor(s) declare(s):

CITY TRANSFER TAX IS: \$ Unpaid

DOCUMENTARY TRANSFER TAX IS: \$ 250.00

SURVEY MONUMENT PRESERVATION FUND IS: \$ None

..... Computed on the consideration or value of property conveyed; OR

X Computed on the consideration or value less liens or encumbrances
remaining at time of sale.

A. P. # 003-0007-003; 003-0007-004; and 003-0007-024 : City tax unpaid

GRANT DEED

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

KEITH J. KIM, a single man

hereby GRANT(S) to

HEAD AVENUE HOUSING ASSOCIATES, a California limited partnership

the real property in the City of
County of

Oakland
Alameda

State of California, described as

FOR LEGAL DESCRIPTION, SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A
PART HEREOF.

Dated April 8, 1991

STATE OF CALIFORNIA }
COUNTY OF Alameda } ss.

On April 8, 1991

before me, the undersigned, a Notary Public in and for
said State, personally appeared

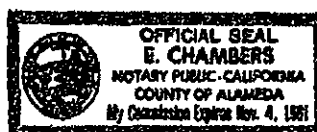
KEITH J. KIM

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.

WITNESS my hand and official seal.

Signature E. Chambers

Keith J. Kim
KEITH J. KIM



(This area for affixing notarial seal)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

FORM 94280 (Rev. 3/80)

91095318

EXHIBIT "A"

Order No. 126253

LEGAL DESCRIPTION

REAL PROPERTY in the City of Oakland, County of Alameda, State of California, described as follows:

PARCEL ONE:

Lots 1, 2, 3, 4 and 5 of Mead Park, according to the Map thereof filed May 29, 1898, in the Office of the County Recorder of Alameda County and of record in Map Book 15, Page 51.

A. P. No. 3-7-3

PARCEL TWO:

Lot 6 of Mead Park, according to the Map thereof filed May 29, 1898, in the Office of the County Recorder of Alameda County and of record in Map Book 15, Page 51.

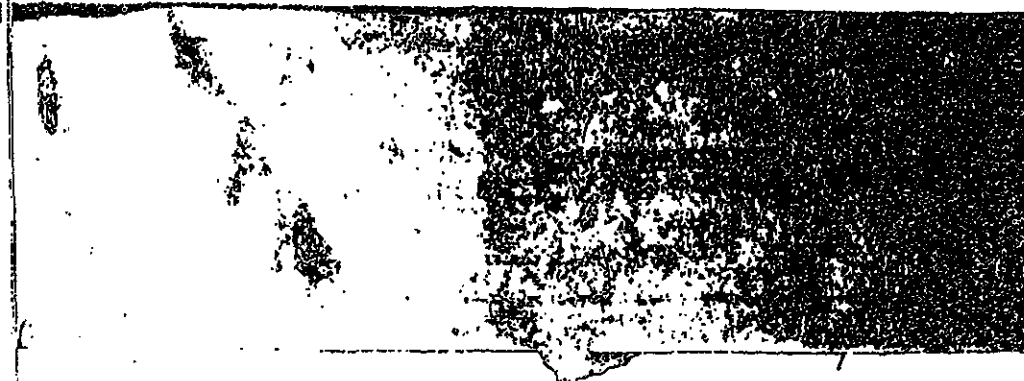
A. P. No. 3-7-4

PARCEL THREE:

The Easterly 25 feet of Lot 11, Map of the Milton Tract, filed September 15, 1886, Map Book 11, Page 9, Alameda County Records.

A. P. No. 3-7-24

FIRST AMERICAN TITLE



County Assessor Display

Assessor Parcel Record for APN 003- -0007-003-00

Parcel Number:	3-7-3
Property Address:	2551 SAN PABLO AVE, OAKLAND 94612
Owner Name:	MEAD AVENUE HOUSING ASSOCIATES
Care of:	
Attention:	
Mailing Address:	6021 LA SALLE AVE, OAKLAND CA 94611-3227
Use Code:	NURSING OR BOARDING HOME
Recorder Number:	1991-095318
Recorder Date:	4/16/1991
Mailing Address Effective Date:	12/16/2014
Last Document Input Date:	4/16/1991
Deactivation Date:	
Exemption Code:	

[Home](#)
[Enter Assessor Parcel Number](#)
[Property List](#)
[Assessments](#)
[Property Details](#)
[GIS Parcel Map](#)
[Alameda County Web Site](#)
[Use Codes](#)

7016 2140 0000 7228 9359

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee		Postmark Here
\$		
Extra Services & Fees (check box, add fee as appropriate)		
<input type="checkbox"/> Return Receipt (hardcopy)	\$	
<input type="checkbox"/> Return Receipt (electronic)	\$	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$	
<input type="checkbox"/> Adult Signature Required	\$	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$	
Postage		
Total Postage		
MEAD AVENUE HOUSING ASSOCIATES 6021 LA SALLE AVE OAKLAND, CA 94611-3227		
Sent To: [2551 SAN PABLO AVENUE/1701281/03-28-2017]		
Street or City, Sta.		

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

DEFERRED MAIL



7026 2140 0000 7228 9359

NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES
\$0.07 92
MAR 29

2551 San Pablo Avenue
1701281

CITY OF OAKLAND
Planning and Building Department
250 Frank H. Ogawa Plaza, Suite 2340
Oakland, CA 94612-2031



MEAD AVENUE HOUSING ASSOCIATES
6021 LA SALLE AVE
OAKLAND, CA 94611-3227

[2551 SAN PABLO AVENUE/1701281/03-28-201]

LN
3/31

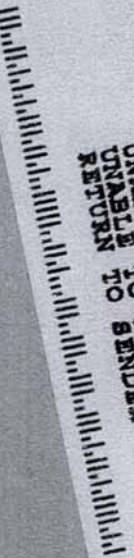
571-22 (10/14)

04/28/17

NIXIE

946112813-1N

SENDER
RETURN TO FORWARD
UNABLE TO FORWARD
RETURN TO SENDER



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

MEAD AVENUE HOUSING ASS.
6021 LA SALLE AVE
OAKLAND, CA 94611-3227
1700743/2551 SAN PABLO AVE/WL/EA/3/1/17



9590 9402 2401 6249 2268 26

2. Article Number (Transfer from service label)

7016 1970 0000 9801 1046

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☒ Addressee

B. Received by (Printed Name)

C. Date of Delivery

3/6

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☒ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Mail Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

(over 3500)