BOARD OF APPEALS, CITY & COUNTY OF SAN FRANCISCO

Appeal of
JAY MARTIN, Appellant(s)
vs.
DEPARTMENT OF BUILDING INSPECTION,
PLANNING DEPARTMENT APPROVAL Respondent

Appeal No. **26-052**

NOTICE OF APPEAL

NOTICE IS HEREBY GIVEN THAT on August 27, 2026, the above named appellant(s) filed an appeal with the Board of Appeals of the City and County of San Francisco from the decision or order of the above named department(s), commission, or officer.

The substance or effect of the decision or order appealed from is the ISSUANCE on August 14, 2026 to 17th and Peralta LLC, of an Alteration Permit (replace damaged gate in kind, north of lot; approximately 18 linear feet wide and 8 feet tall) at 957 Treat Avenue.

APPLICATION NO. 2026/08/13/6521

FOR HEARING ON October 28, 2026

Address of Appellant(s):	Address of Other Parties:
Jay Martin, Appellant(s) 2784 22nd Street San Francisco, CA 94110	17th and Peralta LLC, Permit Holder(s) c/o Kevin Ortiz, Agent for Permit Holder(s) 933 Treat Avenue San Francisco, CA 94110

Date Filed: August 31, 2026

CITY & COUNTY OF SAN FRANCISCO
BOARD OF APPEALS

PRELIMINARY STATEMENT FOR APPEAL NO. 26-052

I / We, **Jay Martin**, hereby appeal the following departmental action: **ISSUANCE** of **Alteration Permit No. 2026/08/13/6521** by the **Department of Building Inspection** which was issued or became effective on: **August 14, 2026**, to: **17th and Peralta LLC,** for the property located at: **957 Treat Avenue**.

BRIEFING SCHEDULE:

Appellant's Brief is due on or before: 4:30 p.m. on **October 8, 2026**, **(no later than three Thursdays prior to the hearing date)**. The brief may be up to 12 pages in length with unlimited exhibits. It shall be double-spaced with a minimum 12-point font. An electronic copy shall be emailed to: boardofappeals@sfgov.org, julie.lamarre@sfgov.org, corey.teague@sfgov.org, andrew.perry@sfgov.org, carey.mcelroy@sfgov ko@monkeybrains.net

Respondent's and Other Parties' Briefs are due on or before: 4:30 p.m. on **October 22, 2026**, **(no later than one Thursday prior to hearing date)**. The brief may be up to 12 pages in length with unlimited exhibits. It shall be doubled-spaced with a minimum 12-point font. An electronic copy shall be emailed to: boardofappeals@sfgov.org, julie.lamarre@sfgov.org, corey.teague@sfgov.org, andrew.perry@sfgov.org, carey.mcelroy@sfgov.org italicize@gmail.com

Hard copies of the briefs do NOT need to be submitted to the Board Office or to the other parties.

Hearing Date: **Wednesday, October 28, 2026, 5:00 p.m., Room 416 San Francisco City Hall, 1 Dr. Carlton B. Goodlett Place.** The parties may also attend remotely via Zoom. Information for access to the hearing will be provided before the hearing date.

All parties to this appeal must adhere to the briefing schedule above, however if the hearing date is changed, the briefing schedule MAY also be changed. Written notice will be provided of any changes to the briefing schedule.

In order to have their documents sent to the Board members prior to hearing, **members of the public** should email all documents of support/opposition no later than one Thursday prior to hearing date by 4:30 p.m. to boardofappeals@sfgov.org. Please note that names and contact information included in submittals from members of the public will become part of the public record. Submittals from members of the public may be made anonymously.

Please note that in addition to the parties' briefs, any materials that the Board receives relevant to this appeal, including letters of support/opposition from members of the public, are distributed to Board members prior to hearing. All such materials are available for inspection on the Board's website at www.sfgov.org/boa. You may also request a hard copy of the hearing materials that are provided to Board members at a cost of 10 cents per page, per S.F. Admin. Code Ch. 67.28.

The reasons for this appeal are as follows:

See attachment to the preliminary Statement of Appeal.

Appellant or Agent:

Signature: Via Email

Print Name: Jay Martin, appellant

Appeal of Building Permit 202608136521, Issued on 8/14/26 to 17th & Peralta, LLC

I ask the Board to view Applicant as pranksters and not fall for their latest prank. Deny the permit. Tell them to reapply only after they can show they own it—unlikely—through a quiet title action about Parcel 3639-036a in the San Francisco Superior Court.

This year Applicant recorded quitclaim deeds saying they obtained part-ownership of 36a from the Gompertz family. But in 2023 they recorded quitclaim deeds for 36a/b/c from the Crim family. In 1991 the prior owners of their building recorded a quitclaim deed from the Center family. Who next, the Treat Family? The Harrisons? Howard Van Ness?

Another prank was a permit application in 2023 saying Applicant owned 36a. The Board denied the permit (Appeal 23-008). Another prank was a permit application for 36b, which the Board allowed (Appeal 23-059) because DBI had confirmed Applicant was in a database at the Assessor-Recorder's Office. Except—and I wish I had known it then—the Assessor-Recorder's Office says, "Our determination as to the assessee, while frequently consistent with who owns the property, is not always the same as the owner of title and does not determine who owns the property." Not so coincidentally, 36b is in court now.

This permit application relied on a prank in the probate court of Alameda County. Applicant said a deed that "references thirteen specific parcels," the 13th being a triangle of only 200 sq. ft., "further includes" 36a and 17,227 sq. ft. that weren't described. Such a deep thought, worthy of Jack Handey. If a parcel wasn't specifically referenced in a deed, but you really, really want it, maybe it was there all along. **Appeal by Jay Martin, 8/31/26**

Permit Details Report

Report Date: **8/31/2026 8:48:05 AM**

Application Number:	202608136521
Form Number:	8
Address(es):	3639 / 036 / 0 957 TREAT AV
Description:	Replace damaged gate in kind. North of lot. Approx. 18 linear feet wide and 8' tall.
Cost:	$2,500.00
Occupancy Code:	R-3
Building Use:	79 - VACANT LOT

Disposition / Stage:

Action Date	Stage	Comments
8/13/2026	TRIAGE	
8/13/2026	FILING	
8/13/2026	FILED	
8/14/2026	APPROVED	
8/14/2026	ISSUED	

Contact Details:

Contractor Details:

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

Addenda Details:

Description:

Station	Rev#	Arrive	Start	In Hold	Out Hold	Finish	Checked By	Review Result	Hold Description
INTAKE		8/13/26	8/13/26			8/13/26	BUFKA SUSAN	Administrative	
CP-ZOC		8/13/26	8/13/26			8/13/26	JAIN DIVYA	Approved	8/13/2026: Replace section of fence, new fence to be over 50% transparent and under 10'. divya.jain@sfgov.org
CP-ZOC		8/13/26	8/13/26			8/13/26	ALCALA KALANI	Issued Comments	Awaiting OK from ENF planner
CP-ZOC	1	8/13/26	8/13/26			8/13/26	PANTOJA GABRIELA	Approved	Approved revision to scope of work. GP 8/13/2026
BLDG		8/13/26	8/13/26			8/13/26	BENDEZU SEBASTIAN	Approved	Approved OTC
ADDR		8/13/26	8/13/26			8/13/26	SAM PHENPHACHANH	Approved	Approved
CPB		8/14/26	8/14/26			8/14/26	MASOUD HAMIDI	Administrative	

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

Appointments:

Appointment Date	Appointment AM/ PM	Appointment Code	Appointment Type	Description	Time Slots

Inspections:

Activity Date	Inspector	Inspection Description	Inspection Status

Special Inspections:

Addenda No.	Completed Date	Inspected By	Inspection Code	Description	Remarks

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

Station Code Descriptions and Phone Numbers

Online Permit and Complaint Tracking home page.

Technical Support for Online Services
If you need help or have a question about this service, please visit our FAQ area.

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BRIEF SUBMITTED BY THE APPELLANT(S)

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Defects of *In re Gompertz*

The building permit, and the reason to deny it, both depend on Permit Holder's case *In re: Charles W. Gompertz*. (Ex. A.) That case gave Parcel 36a to the Gompertz family, from some of whom Permit Holder has quitclaim deeds. But consider the defects.

A. *Wrong Court and Wrong Code*

In probate court, "related" civil matters may be decided. Probate Code says, "An action brought under this part may include claims, causes of action, or matters that are normally raised in a civil action to the extent that the matters are related factually to the subject matter of a petition filed under this part" (Probate Code § 855). But Parcel 36a and its ownership weren't a "related" matter, they were the "subject matter" of *In re Gompertz*.

Title to Parcel 36a is an issue for S.F. Superior Court. *In re Gompertz* said, "Pursuant to California Probate Code section 850 (a)(2)(D)" a probate court "has the authority…to confirm title to an asset[.]" (Order at 2, ¶ 6.) But the word "confirm" isn't in §§ 850–859.

The cited section is for "Where the decedent died having a claim to real or personal property, title to or possession of which is held by another[.]" (§ 850, subd. (a)(2)(D).) But no one held "title to or possession of" the bulk of Parcel 36a, excluding the northwest edge.

Probate Code says the Court shall order "the personal representative or other fiduciary, or the person having title to or possession of the property, to execute a conveyance or transfer" (§ 856). But *In re Gompertz* didn't say "conveyance or transfer" or say who was ordered. It only decreed, "Charles W. Gompertz was the true owner[.]" (Order at 8, ¶ 1.)

B. *Missing Notice*

(1) *Only Gompertz descendants were served notice of* In re: Charles W. Gompertz.

Only Gompertz descendants received notice of *In re Gompertz*. (Service List for the Notice of Hearing. Supplement to Petition by Interested Party, filed July 3, 2025; "[T]here are now fourteen living descendants.…Notice has been sent to all fourteen[.]") However, Probate Code required "notice of the hearing and a copy of the petition to be served in the manner provided in…the Code of Civil Procedure" on "[e]ach person claiming an interest in, or having title to or possession of, the property." (§ 851, subd. (a)(2).)

(2) ***Examples of other people entitled to notice by possession, title, and interest.***

- As for persons having possession, the property line ordered by *In re Gompertz* went under a building on APN 3639-035, which is 2901 22nd St. (Ex. B; photo shows yellow building extension on Parcel 36a. Ex. C; map shows a building corner 14.22 feet over.)
- As for persons having title, the property line ordered by *In re Gompertz* clipped a corner of APN 3639-031, which is 923 and 925 Treat Ave. (Petition Exhibit 3; map.) But that parcel is a complete rectangle with no missing corner in its grant deed. (Ex. D.)
- As for persons claiming an interest, Appellant was known to Permit Holder. (Ex. E; "Present at the Dec. 12, 2023 hearing is Plaintiff ANOTHER CORPORATE ISP, LLC via Rudy Rucke[r,] Defendant Jay Martin[.]" "Martin then shared that he has an ownership claim to the property since he paid property taxes on the land.")

(3) ***The Court would have said it lacked jurisdiction because of missing notice.***

"Notice is huge," the Court said at the hearing for *In re Gompertz*. (Reporter's Transcript of Proceedings, June 10, 2025, at 2:18–19.) The Court didn't excuse a defective notice, telling Permit Holder's attorney to serve notice again which had been mailed to a P.O. Box instead of the person's place of residence. (Transcript at 3:16–20, 4:11–15, etc.)

The Court said that "notice is…where we get our jurisdiction" and that the Court must "make sure that we have everybody noticed because of the in rem jurisdiction that we have." (Transcript at 2:18–19, 3:7–9.) The Court told the attorney "to do a declaration under penalty of perjury, not just the proof of service, that those are the people entitled to notice." (Transcript at 4:26–28.) The Court said that "because of the nature of these types of hearings, the notice is absolutely critical." (Transcript at 4:18–19.)

Clearly the Court will vacate *In re Gompertz* after it knows people weren't served notice. Clearly the Court would hold that it lacked the ability to make valid judgments regarding Parcel 36a, lacked in rem jurisdiction, since people entitled to notice didn't receive notice. Notice is both mundanely routine and a constitutional right, because it is due process.

At the hearing and in the declaration, the attorney referred only to "beneficiaries" and "people" and "potential beneficiaries of the Estate of Charles W. Gompertz." (Transcript at

2:21, 5:15; Supplement to Petition by Interested Party at 1:21–22, 2:3, 2:8.) The attorney didn't use the Court's term, "person entitled to notice." (Transcript at 4:19–20, 4:28. Examiner's Notes. Probate Code § 17201.)

Missing notice made it highly likely that silence would follow, as silence did follow, when the Court asked, "Is there anyone present who objects to the Court signing the order establishing Estate's claim of ownership to property in the Charles William Gompertz Trust, and the Court would be confirming a real property Parcel 28 in San Francisco, California? Is there any objection?" (Reporter's Transcript of Proceedings, Aug. 4, 2025, at 2:23–28.)

The Court said "Parcel 28" instead of Parcel 36a. That old name, for a larger area, was bold and underlined in *In re Gompertz*, which the quoted document had in parentheses.

C. *Missing Evidence: 1934 Agreement by the Stockholders of the John Center Co.*

In re Gompertz depends on the 1934 Indenture, which transferred property from the John Center Co. to Charles W. Gompertz. (Petition Exhibit 9. Also, Ex. F-6.) It was cited repeatedly. (Order, ¶¶ 14, 15, 17, 20, 21. Petition Exhibit 7, ¶¶ 9–12. Petition Exhibit 8, ¶¶ 7, 14, 16.) But the 1934 Indenture followed an Agreement by the stockholders of the John Center Co. that the Court didn't see and wasn't told of. (Ex. F-1.)

(1) *The Agreement was relevant evidence that was easy to find.*

The Agreement defined what the 1934 Indenture should include. The Agreement was a "plan of distribution" including "To Charles W. Gompertz the real and personal property described in 'Exhibit E' attached hereto." (Agreement at 372.) Both the Agreement and 1934 Indenture are in the S.F. Assessor-Recorder's grantor index. (Ex. G.) See Table 1. A search that found the 1934 Indenture should also have found the Agreement.

(2) *The Agreement showed more possible heirs to Parcel 36a than the Gompertzes.*

The Agreement listed the stockholders of the John Center Co., who had agreed "that the assets of the said Company be transferred to the Stockholders in proportion to the amount of stock owned by each[.]" (Agreement at 371.) Had the Court seen that clear statement of intent, it would more likely have concluded that Parcel 36a was owned by the heirs of all the stockholders than of Gompertz alone. See Table 2.

Table 1. The John Center Co. in the S.F. Assessor-Recorder's Grantor Index for 1934–35

Number	Date Filed	Grantors and Defendants	Grantees and Plaintiffs	Title	Vol.	Book	Page
	1934…						
34749	[Feb.] 28	Center Company, The John	C. W. Gompertz	Deed	2601	[OR]	416
34750	[Feb.] 28	〃 〃 〃	M. E. Center	Asgnt DT 〃 mtg	2601	[OR]	419
34124	Mar. 1	〃 〃 〃	May T. Morrison	Deed	2621	[OR]	74
36080	[Mar.] 7	〃 〃 〃	Anita L. Spader	[Deed]	2625	[OR]	24
…							
42999	[Apr.] 18	Center Company, John	D. Oneal	Deed	2645	[OR]	37
	1935…						
51113	[Jun.] 5	Center Company, The John	Mary S. Center et al.	Agr.	2791	[OR]	371
〃	〃	Center, Mary Stuart et al.					
〃	〃	〃 Hugh S.					
〃	〃	〃 George D.					
〃	〃	〃 Edmund A.					
〃	〃	〃 Jean A.					
〃	〃	〃 Jennie W.	The John Center Company	Agr.	2791	[OR]	371
…							
25020	[Dec.] 9	Center Company, The John	Jennie W. Center	[Deed]	2872	[OR]	130

Table 2. Shares and Property in the Agreement of the Stockholders of the John Center Co.

Shares	Stockholder in 1934	Agreement's Exhibit of Transferred Property	Copy of Indenture With the Transfer	Estimated Share of Parcel 36a
695	Mary Stuart Center	A	Ex. F-2	$ 1,390,000
5	Hugh Stuart Center	〃	〃	10,000
155	George David Center	〃	〃	310,000
39	Edmund A. Center	〃	〃	78,000
39	Nadine Bodge	〃	〃	78,000
39	Margaret L. Anderson	〃	〃	78,000
38	Jean A. Center	〃	〃	76,000
39	Helen C. Jones	〃	〃	78,000
2647	Charles W. Gompertz	E	Ex. F-6, H-1	5,294,000
101	May T. Morrison	D	Ex. F-5	202,000
1	J. F. Shuman	—		2,000
50	Anita L. Spader	C	Ex. F-4	100,000
1	J. Paul Miller	—		2,000
200	Jennie W. Center	B	Ex. F-3	400,000
1	Stuart F. Smith	—		2,000
4050	All Stockholders	A–E		8,100,000

(3) ***Ranchland in the Agreement was the "other property" in the 1934 Indenture.***

Gompertz received property in both San Francisco and San Mateo counties. (Ex. F-6 and H-1.) The 1934 Indenture made reference to the other property in San Mateo County, but it only included property descriptions for the San Francisco parcels. Compare these passages from the Agreement's Exhibit E and the 1934 Indenture (with line spacing added to align):

In the Agreement (Ex. F-1)	In the 1934 Indenture (Ex. F-6)
Pescadero Ranch, San Mateo County: 80 Acres East ½ S.E. ¼, Section 7, Township 8 South, Range 4 West. 160 Acres South ½ of S. ½ of Section 8, Township 8 South, Range 4 West. 160 Acres N.W. ¼ of N.E. ¼; N. ½ of N.W. ¼; S.W. ¼ of N.W. ¼ of Section 17, Township 8 South, Range 4 West. … 1,073.76 Acres.	
TOGETHER with all the personal property of every kind, nature, and description belonging to said The John Center Company or in which it has any interest,	AND ALSO all other property, both real and personal, of every kind, nature and description belonging to said The John Center Company, or in which it has any interest wheresoever situate,
SAVE and EXCEPT the notes secured by mortgages or deeds of trust,	save and except the promissory notes payable to said The John Center Company and secured by mortgages or deeds of trust,
and SAVE and EXCEPT the personal property located in or upon Exhibit "A" and any leasehold interest appertaining to the real property described in said Exhibit "A".	and save and except the personal property situated on the real property of The John Center Company at the Northwest corner of 16th and Folsom Streets.

"Pescadero Ranch, San Mateo County…TOGETHER with all the personal property" became "AND ALSO all other property, both real and personal…wheresoever situate." Another indenture was recorded in San Mateo County for the Pescadero Ranch. (Ex. H-1.) The Agreement was also recorded in San Mateo County. (Ex. H-2.)

(4) ***The Agreement showed that not all property went to Charles W. Gompertz.***

In re Gompertz misconstrued the phrase "all other property" literally, as if the 1934 Indenture included the entire property of the John Center Co. *In re Gompertz* misstated that "The John Center Company transferred all its assets to Charles W. Gompertz upon dissolution of the Company." (Order at 4, ¶¶ 12, 14.) But other property went to other stockholders too. With the 1934 Indenture for Gompertz, other indentures for other stockholders were signed the same day. (Ex. F-2 to F-5.)

The phrase "all other property" cannot even be reasonably interpreted to mean property that wasn't otherwise transferred to another stockholder, because the sentence had only one exception, for "the personal property situated" "at the Northwest corner of 16th and Folsom Streets." It didn't make exceptions for any real property, either at that location or the real property transferred to Jennie W. Center, Anita L. Spader, and May T. Morrison. The words "all other property…belonging to said The John Center Company" had specific meaning in the 1934 Indenture, which was the ranchland in San Mateo County.

D. ***Missing Evidence: 1936 Deeds From Gompertz and the John Center Co.***

In 1936 Gompertz sold a parcel he received from the John Center Co. in the 1934 Indenture, a small parcel next to Parcel 36a. When he sold it, to the owner of the parcel south of it, he made a small correction to the property description. Its southern edge changed from "17 feet 6 inches" to "17 feet 2 inches." (Compare Agreement at 376 and 1934 Indenture at 418 with Ex. I-1 and I-2.)

Besides the grant deed from Gompertz and his wife to Ralph H. Ruppert, Gompertz also signed a quitclaim deed from the John Center Co. to Ruppert "for the purpose of correcting an error in a deed from the [John Center Co.] to Charles W. Gompertz…in which deed the description of said property was erroneous." (Ex. I-1.)

The fact that Gompertz made the correction through a deed from the John Center Co., instead of himself, makes the 1936 deeds relevant evidence that wasn't shown to the Court.

E. ***Missing Evidence: 1952 Indentures for 506 sq. ft. of Parcel 36a***

In 1952 the Heinzer family bought a small piece of Parcel 36a so that the back of their

building could be closer than 30 feet from the track. Two documents gave them ownership, an Indenture Between the John Center Company and Southern Pacific Railroad Company (Ex. J-1; signed Dec. 12, 1952) and an Indenture Between Southern Pacific Railroad Company and Ernest A. Heinzer and Janet Watson Heinzer (Ex. J-2; signed Dec. 5, 1952). Both indentures had the same property description and were recorded together.

- In one of the indentures, Southern Pacific did "hereby grant to" the Heinzers "all that certain piece or parcel of land" which now is under the eastern end of Permit Holder's building, formerly the Heinzer building, about 9 feet by 72 feet. The grant made a jog in the western property line of Parcel 36a. (For maps, see Petition Exhibit 3 (the land is labeled "(2023067950 Par 3)") and Ex. C (labeled "HEINZER 6064 O.R. 354").)
- In the other indenture, the John Center Co. did "remise, release and forever quitclaim unto" Southern Pacific "all of the right, title and interest of" the John Center Co. "in and to" the same piece of land, for $1. The indenture was signed by the president and secretary of the John Center Co., Charles W. Gompertz and M. Z. Quinn. (Ex. J-1.)

Both indentures were needed for that piece of land to be owned by the Heinzers. Southern Pacific sold it to the Heinzers, but, through that sale, abandoned some land that was due to be owned by the John Center Co. if it were abandoned. As stated in a 1912 court decree, "in the event the use of said land as a right of way for said railroad should be at any time abandoned or should at any time be discontinued for a period of six months, the title and right to the possession thereof should revert[.]" (Petition Exhibit 6 at 366.) Southern Pacific bought the right, title, and interest of the John Center Co.

(1) ***The 1952 Indentures were relevant evidence.***

In re Gompertz was based in part on finding "no deeds or other transfers of land that include" Parcel 36a after Feb. 15, 1934, through 1953. (Order at 5:28.) Yet 1952 Indentures included land that was part of Parcel 36a before the indenture. One of the 1952 Indentures was signed by Charles W. Gompertz, the man *In re Gompertz* said owned Parcel 36a, but who signed as president of the John Center Co., the corporation *In re Gompertz* said didn't own Parcel 36a in 1952.

(2) ***The 1952 Indentures were known to Permit Holder.***

The 1952 Indentures were deeds for what now is Permit Holder's own property, purchased from the Heinzer family in 2023. The 1952 Indentures are cited in the property description in documents recorded in 2023, for example, in a Correction Grant Deed:

> PARCEL THREE: All right, title and interest in that certain piece or parcel of land described in that certain instrument dated December 12, 1952, and recorded December 23, 1952 in Book 6064 at Page 351, Official Records of the City and County of San Francisco, conveyed by The John Center Company, a corporation, to Southern Pacific Railroad Company, a corporation[.]…Excepting therefrom, the mineral rights as reserved in the Deed from Southern Pacific Railroad Co., recorded December 23, 1952, Book 6064, Page 354. (Ex. K-1. See also related Ex. K-2 to K-4.)

Omitted from the quotation above is the detailed description, "Commencing at a point" etc., which matched the 1952 Indentures, except that the 1952 Indentures included the words "containing an area of 506 square feet, more or less." (Exhibit J-1 and J-2.)

(3) ***The 1952 Indentures showed that Parcel 36a wasn't owned by Gompertz.***

The 1952 Indentures are plain evidence that Gompertz knew the John Center Co. had right, title, and interest in Parcel 36a and not any individual. Gompertz in 1952 disagreed with *In re Gompertz* that Parcel 36a "was part of the assets transferred to" him in 1934 and disagreed it "was an asset owned by" him, as *In re Gompertz* misstated. (Order at 5:17, 6:3; see also 2:17, 4:4, 4:15, and 8:24 for similar statements counter to the 1952 Indentures.)

(4) ***The 1952 Indentures might show that Parcel 36a was abandoned.***

After passing the 506 sq. ft. to Southern Pacific, Gompertz could have signed another quitclaim deed passing the rest of Parcel 36a to Southern Pacific, or to himself, or to another stockholder. Any such deed would seem more sensible than leaving the right, title, and interest in Parcel 36a with the John Center Co., a corporation which had intended to distribute all its assets 18 years before. (Ex. F-1. Ex. L.) But no such deed was recorded.

Not transferring Parcel 36a might be seen as abandonment. In 1952, Parcel 36a was brought to Gompertz's attention. He knew how to convey it, because he conveyed some of it. He didn't do anything about the rest. He left it attached to a dissolved corporation with

an 83-year-old president. Abandonment is a question for the S.F. Superior Court.

F. *Missing Evidence: 1991 Notice of Intent To Preserve Interest by the Heinzers*

Like the stockholders' Agreement, the Heinzers' Notice of Intent To Preserve Interest showed the John Center Co. had several stockholders, saying that in 1923 "George L. Center owned 1,251 shares of the 2,825 shares outstanding of the John Center Co." (Ex. M-1.)

The Heinzer brothers felt the need to record a Notice of Intent To Preserve Interest in Parcel 36a because of Marketable Record Title law (Civil Code § 880.020 *et seq.*). In 1987 the Crim family had recorded a Notice of Intent To Preserve Interest for APN 3639-036B. (Ex. N.) What was the consequence of the John Center Co. failing to record a Notice of Intent To Preserve Interest? That's another question for the S.F. Superior Court.

(1) *Quitclaim Deeds Recorded by the Heinzers*

Quitclaim deeds recorded by the Heinzers were only described to the Court but not shown to the Court. (Order at 5, ¶ 19. For the quitclaim deeds, see Ex. M-2, M-3, and M-4.)

G. *Missing Evidence: 1992 Notice of Pendency of Action (Lis Pendens)*

In re Gompertz didn't discuss or cite the 1992 quiet title action in S.F. Superior Court. (*Southern Pacific Transportation Company v. Ernest R. Heinzer et al.,* case CGC-92-945470.) The Court that heard *In re Gompertz* would doubtless have wanted to know the prior decisions of the S.F. Superior Court.

H. *Missing Evidence: 2023 Chain of Title Report Ordered by Permit Holder*

In re Gompertz said the research included "a 'chain of title' report for APNs 3639/36A, 3639/36B, and 3639/36C that had been prepared by Chicago Title Company on April 14, 2023," but it wasn't shown as an exhibit. (Petition Exhibit 8, ¶ 4.) Instead, *In re Gompertz* showed only a plant information guarantee dated July 19, 2024. (Petition Exhibit 10.) A chain of title guarantee includes all documents, but a plant information guarantee includes only documents specified, which in this case was only deeds. (See also section J (1) below.)

I. *Missing Evidence: 2023 Quitclaim Deeds Recorded by Permit Holder*

Permit Holder recorded six quitclaim deeds that included Parcel 36a on Oct. 6 and 20, 2023, about a year before filing *In re Gompertz* on Oct. 4, 2024. (Ex. O-1 to O-6.) Permit

Holder recorded relevant evidence, then didn't show the Court.

J. *Research That Missed Evidence*

The 1934 Indenture was the central exhibit of *In re Gompertz,* but the search process wasn't described. *In re Gompertz* said the "Declaration of [the researcher] confirms that she obtained the copy of the 1934 Indenture in her review of the files of the San Francisco Recorder's office." (Order at 4:16–17.) But the researcher said the 1934 Indenture was "shared with [her] in August 2023" by an attorney who "received a Deed that their title company located in the San Francisco County Recorder's office." (Petition Exhibit 8, ¶¶ 7, 14.) The title consultant discussed it without explaining how it was found, only saying he had "reviewed a copy of an Indenture dated February 15, 1934" which "is listed as item no. 4 in the Title Report," that is, in the plant information guarantee. (Petition Exhibit 7, ¶ 9.)

(1) *The Plant Information Guarantee might list Parcel 36a because of Parcel 26.*

In re Gompertz said "a Title Guarantee" "lists just eight recorded documents relating to" Parcel 36a. (Order at 4:5, 5:1.) But the Guarantee didn't list all of the recorded documents in the title plant—that is, in the title company's records—only a specified document type and date range, as stated in the Guarantee's Assurances:

> According to the [Chicago Title Insurance] Company's property records subsequent to April 28, 1908, relative to the Land (but without examination of those Company records maintained and indexed by name), there are no deeds describing the Land or any portion thereof, other than those shown in Schedule B.
>
> (Petition Exhibit 10, Schedule A, Assurances.)

- Limited to deeds, the Guarantee didn't list the stockholders' Agreement, if indexed to Parcel 36a in the title company's database like the 1934 Indenture. (See section C above.)
- Limited to Parcel 36a, the Guarantee didn't list the 1952 Indentures that removed land from the right-of-way. (See section E above.)
- Limited to deeds, the Guarantee didn't list the "Notice of Pendency of Action (Lis Pendens)" recorded by Southern Pacific in 1992. (See section G above.)
- Although dated July 19, 2024, the Guarantee didn't list quitclaim deeds recorded on

Oct. 6 and 20, 2023, nine months earlier. (See section I above.)

The Guarantee listed the 1934 Indenture as one of the "deeds describing [Parcel 36a] or any portion thereof[.]" (Petition Exhibit 10, Schedule A, Assurances; Schedule B, list.) If being exact, one property description in the 1934 Indenture included a sliver of Parcel 36a. Gompertz corrected the property description in 1936 when he sold Parcel 26, a small parcel next to Parcel 36a. (See section D above.) In 1942 Parcel 26 was merged into 25. (Ex. P.) It might be that in 2018, with the sale of APN 3639-025 and attention on the property line, possibly, the 1934 Indenture was associated with both APN 3639-036A and APN 3639-025 in the records of the Chicago Title Insurance Company.

The Guarantee was submitted to the Court as a scanned document, it appears, meaning the Court couldn't click the hyperlinks to see the documents.

(2) ***The title consultant discussed only three original documents, not nine others.***

The title consultant misdescribed the Guarantee as "list[ing] all the deeds, decrees and other documents in the San Francisco County records related to Parcel 36A[.]" (Petition Exhibit 7, ¶ 7.) But it listed only deeds, not "all" "documents" "related to" Parcel 36a.

The title consultant said that "the title company conclude[d] that 'there are no deeds describing [Parcel 36A] or any portion thereof, other than those [listed].' " (Petition Exhibit 7, ¶ 7.) But the title consultant didn't quote the title company's caveat that further deeds might be found through "examination of those Company records maintained and indexed by name[.]" (Petition Exhibit 10, Schedule A, Assurances.)

In re Gompertz said "a professional title consultant" "concluded that [Parcel 36a]…was part of the assets transferred to Charles Gompertz pursuant to the 'omnibus' clause in the 1934 Indenture[.]" (Order at 3:22, 5:14–16.) But the title consultant discussed only three original documents—the 1912 Decree of the S.F. Superior Court (Petition Exhibit 7, ¶¶ 4–6, 8), the 1934 Indenture (¶¶ 9–12), and the 1996 Disclaimer from Southern Pacific (¶ 13). The title consultant didn't discuss the missing evidence described in this brief, that is, the stockholder's Agreement, the indenture to Gompertz for ranchland in San Mateo County, the indentures to the other stockholders, the 1936 deed from the John Center Co., the 1952

Indentures from the John Center Co., and other recorded documents related to Parcel 36a.

The title consultant misdescribed Parcel 36a as "[t]he remainder of Parcel 28" "of the 1912 Decree" except for "one lot…known as Assessor's Parcel Number 3639-036B… confirmed by the Decree to members of the Crim family." (Petition Exhibit 7, ¶ 5.) But the title consultant didn't describe the differences from Parcel 28 due to the 1952 Indentures, which changed its west side, and a notch in its east side, APN 3639-036C. (Ex. P; map.)

(3) ***The researcher reported the results of searches with narrow parameters.***

- For the John Center Co., the researcher was "asked to conduct research at the San Francisco County Recorder's office, reviewing grantor deeds for The John Center Company from 1912–1934." (Petition Exhibit 6, ¶ 16.) Ending a search at 1934 would miss the stockholders' Agreement recorded in 1935, even though it was "made and entered into" in 1934. (See section C.)

- For Southern Pacific, the researcher only searched "digital archives of…old newspapers," not recorded documents, and only searched "between 1850–1950[.]" (Petition Exhibit 6, ¶ 9.) Ending a search at 1950 and not searching at the S.F. Assessor-Recorder's Office would miss the 1952 Indenture from Southern Pacific. (See section E.)

- For Gompertz, the researcher was asked to "review the archives of the San Francisco Recorder's Office for further evidence to confirm…that Charles Gompertz did not sell or transfer Parcel 36A after [1934] and before his death in 1953." (Petition Exhibit 6, ¶ 8.) The researcher didn't describe any details of the search, such as the number deeds with Gompertz as grantor or such as finding the 1936 Deed from Gompertz to Ruppert, which was in "the area in question, in Mission Block No. 139." (Petition Exhibit 6, ¶ 16. See section D.) A search limited to deeds with Gompertz as grantor would miss the 1952 Indenture from the John Center Co., which Gompertz signed as the corporation's president. (See section E.)

List of Exhibits

A. *In re: Charles W. Gompertz,* 24PR094104, Alameda Superior Court, filed Oct. 4, 2024, decided Aug. 4, 2025.

B. Gate to Parcel 36a on 22nd Street, Photo by Appellant, 2024.

C. Final Map No. 10057, 953 Treat Avenue, Enactment M20-174, S.F. Board of Supervisors, enacted Nov. 10, 2020.

D. Trust Transfer Deed, 923–925 Treat Avenue, S.F. Assessor-Recorder, Doc. 2019-K720189-00, recorded Jan. 11, 2019.

E. Statement of Decision, *Another Corporate ISO, LLC vs. Lara Hanna et al.*, S.F. Superior Court, CSM-23-867455, decided Dec. 12, 2023.

F-1. Agreement, Stockholders of the John Center Co., S.F. Assessor-Recorder, Official Records, Doc. J 51113, Book 2791, pages 371–377, signed Feb. 10, 1934, recorded June 5, 1935.

F-2. Indenture by the John Center Co. to Duncan Oneal, Doc. I 42999, Book 2645, pages 37–38, signed Feb. 15, 1934, recorded April 18, 1934.

F-3. Indenture by the John Center Co. to Jennie W. Center, Doc. K 25020, Book 2872, pages 130–132, signed Feb. 15, recorded Dec. 9, 1935.

F-4. Indenture by the John Center Co. to Anita L. Spader, Doc. I 36080, Book 2625, pages 24–25, signed Feb. 15, 1934, recorded March 7, 1934.

F-5. Indenture by the John Center Co. to May T. Morrison, Doc. I 35124, Book 2621, pages 74–75, signed Feb. 15, 1934, recorded March 1, 1934.

F-6. Indenture by the John Center Co. to Charles W. Gompertz, Doc. I 34749, Book 2601, pages 416–418, signed Feb. 15, 1934, recorded Feb. 28, 1934.

F-7. Assignment to Margaret E. Center, Doc. I 34750, Book 2601, pages 419–420, signed Feb 15, 1934, recorded Feb. 28, 1934.

G. Grantor Index, 1934–35, BP–CB, S.F. Assessor-Recorder, pages 243, 248, and 250.

List of Exhibits (continued)

H-1. Indenture by the John Center Co. to Charles W. Gompertz, San Mateo County, County Clerk-Recorder's Office, Deeds, vol. 614, pages 214–215, dated Feb. 27, 1934, recorded March 3, 1934.

H-2. Agreement, Stockholders of the John Center Co., Deeds, vol. 652, pages 360–364, signed Feb. 10, 1934, recorded June 12, 1935.

H-3. Certificate of Winding Up and Dissolution of the John Center Company, Deeds, vol. 1279, pages 205–206, signed April 19, 1934, recorded May 10, 1946.

I-1. Quitclaim Deed by the John Center Co. to Ralph H. Ruppert, S.F. Assessor-Recorder, Official Records, no. K 55802, book 2948, pages 312–313, signed May 14, 1936, recorded May 21, 1936.

I-2. Grant Deed by Charles W. Gompertz and Anita T. Gompertz to Ralph H. Ruppert, Official Records, no. K 55801, book 2945, pages 395–396, signed May 14, 1936, recorded May 21, 1936.

J-1. Quitclaim Deed by the John Center Co. to the Southern Pacific Railroad Co., S.F. Assessor-Recorder, Official Records, Doc. B34747, Book 6064, page 351, signed Dec. 12, 1952, recorded Dec. 23, 1952.

J-2. Indenture by Southern Pacific Railroad Co. to Ernest A. Heinzer and Janet Watson Heinzer, Official Records, Doc. B37848, Book 6064, page 354, signed Dec. 5, 1952, recorded Dec. 23, 1952.

K-1. Correction Grant Deed, 931–933 Treat Avenue, S.F. Assessor-Recorder, Doc. 2023067950, recorded Aug. 20, 2023.

K-2. Correction Quitclaim Deed, Doc. 2023067949, recorded Aug. 20, 2023.

K-3. Grant Deed, Doc. 2023012224, recorded Feb. 17, 2023.

K-4. Quitclaim Deed, Doc. 2023012223, recorded Feb. 17, 2023.

L. Articles of Incorporation of the John Center Company, and all subsequent corporate documents, California Secretary of State, April 20, 1908, to April 19, 1934.

List of Exhibits (continued)

M-1. Notice of Intent To Preserve Interest, Ernest R. Heinzer and James W. Heinzer, S.F. Assessor-Recorder, Doc. F016417, Reel F488, Image 0582, recorded Oct. 24, 1991.

M-2. Quitclaim Deed by George Allan Center to Ernest R. Heinzer and James W. Heinzer, Doc. F016418, Reel F488, Image 0583, recorded Oct. 24, 1991.

M-3. Grant Deed by James Watson Heizner to his trust, Doc. 2003-H449802-00, Reel I398, Image 0584, recorded May 30, 2003.

M-4. Quitclaim Deed by James Watson Heizner to 17th & Peralta, LLC, Doc. 2023048393, recorded July 11, 2023.

N. Notice of Intent To Preserve Interest, William H. Crim III, Doc. E107129, Reel E493, Image 957, recorded Dec. 21, 1987.

O-1. Quitclaim Deed by Jo Anne B. Lake to 17th & Peralta, LLC, Doc. 2023072649, recorded Oct. 6, 2023.

O-2. Quitclaim Deed by Cleveland Botanical Garden to 17th & Peralta, LLC, Doc. 2023078431, recorded Oct. 20, 2023.

O-3. Quitclaim Deed by Hathaway Brown School to 17th & Peralta, LLC, Doc. 2023078432, recorded Oct. 20, 2023.

O-4. Quitclaim Deed by the Eugene T. Izant Jr. Revocable Living Trust to 17th & Peralta, LLC, Doc. 2023078433, recorded Oct. 20, 2023.

O-5. Quitclaim Deed by Arthur M. Lambright Trust to 17th & Peralta, LLC, Doc. 2023078434, recorded Oct. 20, 2023.

O-6. Quitclaim Deed by Musical Arts Association, Inc. to 17th & Peralta, LLC, Doc. 2023078435, recorded Oct. 20, 2023.

P. S.F. Assessor's Block Map, Vol. 24, Block 3639, "Mission Blk. 139," revised 2022.

EXHIBIT A

Superior Court of Alameda County Public Portal

24PR094104 IN RE: CHARLES W. GOMPERTZ

Probate (Trust Petitions)

Wiley W. Manuel Courthouse / DEPT 103 - HON. Sandra Bean

Filed: 10/04/2024 Disposed: 08/04/2025 Court Finding - (Granted)

Document Download

Case Summary

Register of Actions | Participants | Probate Examiner Notes

Date	Message	Category	Download
10/04/2024	Petition to Confirm Trust Assets (PrC 850(a)(3)(b)) (Heggstad) Received from: 17th and Peralta (Petitioner) As to: Charles W. Gompertz (Decedent)	Document	
10/04/2024	Petition to Confirm Trust Assets (PrC 850(a)(3)(b)) (Heggstad) Filed by: 17th and Peralta (Petitioner) As to: Charles W. Gompertz (Decedent)	Document	
10/04/2024	Updated -- Petition to Confirm Trust Assets (PrC 850(a)(3)(b)) (Heggstad): Result: Granted Result Date: 08/04/2025	Document	
10/07/2024	Initial Petition for Trust Petition to Confirm Trust Assets scheduled for 11/25/2024 at 03:00 PM in Wiley W. Manuel Courthouse at Department 103	Event	
10/07/2024	Case assigned to Hon. Sandra Bean in Department 103 Wiley W. Manuel Courthouse	Assignment	
10/30/2024	Supplement to Petition by Interested Party Filed by: 17th and Peralta (Petitioner) As to: 17th and Peralta (Petitioner)	Document	
10/30/2024	Notice of Hearing on Petition to Determine Claim of Property (DE-115/ GC-015) Filed by: 17th and Peralta (Petitioner)	Document	
11/05/2024	Order re: To Establish Estate's Claim Proposed - Received (Hearing Set) by: 17th and Peralta (Petitioner) As to: 17th and Peralta (Petitioner)	Document	
11/20/2024	Notice of Case Rescheduling or Relocation Filed by: Clerk	Document	
11/20/2024	Initial Petition for Trust Petition to Confirm Trust Assets scheduled for 11/25/2024 at 03:00 PM in Wiley W. Manuel Courthouse at Department 103 Not Held - Continued - Court's Motion was rescheduled to 02/26/2025 03:00 PM	Event	
01/17/2025	Notice of Case Rescheduling or Relocation Filed by: Clerk	Document	
01/17/2025	Initial Petition for Trust Petition to Confirm Trust Assets scheduled for 02/26/2025 at 03:00 PM in Wiley W. Manuel Courthouse at Department 103 Not Held - Rescheduled by Court was rescheduled to 04/15/2025 03:00 PM	Event	

Date	Message	Category	Download
01/31/2025	Ex Parte Request for Continuance of Hearing Date Filed by: 17th and Peralta (Petitioner)	Document	
01/31/2025	Notice of Case Rescheduling or Relocation Filed by: Clerk	Document	
01/31/2025	Updated -- Ex Parte Request for Continuance of Hearing Date: Result: Granted Result Date: 01/31/2025	Document	
01/31/2025	Initial Petition for Trust Petition to Confirm Trust Assets scheduled for 04/15/2025 at 03:00 PM in Wiley W. Manuel Courthouse at Department 103 Not Held - Continued - Ex Parte Motion was rescheduled to 06/10/2025 03:00 PM	Event	
05/09/2025	Examiner Notes (Trust Petitions: - Petition to Confirm Trust Assets (PC850) - Hearing on 6/10/25) Entered by: Clerk	Document	
06/10/2025	Minute Order (Initial Petition for Trust Petition to Confirm Trust Assets f...)	Minute Order	
06/10/2025	Initial Petition for Trust Petition to Confirm Trust Assets scheduled for 06/10/2025 at 03:00 PM in Wiley W. Manuel Courthouse at Department 103 Held - Continued was rescheduled to 08/04/2025 03:30 PM	Event	
06/11/2025	Examiner Notes (Trust Petitions: - Petition to Confirm Trust Assets (PC850) - Hearing on 8/4/25) Entered by: Clerk	Document	
07/03/2025	Supplement to Petition by Interested Party Filed by: 17th and Peralta (Petitioner)	Document	
07/03/2025	Proof of Service by Mail Filed by: 17th and Peralta (Petitioner)	Document	
07/30/2025	Examiner Notes (Trust Petitions: - Petition to Confirm Trust Assets (PC850) - Hearing on 8/4/25 (UPDATED)) Entered by: Clerk	Document	
08/04/2025	Order re: To Establish Estate's Claim Signed and Filed by: 17th and Peralta (Petitioner) As to: 17th and Peralta (Petitioner)	Document	

Date	Message	Category	Download
08/04/2025	Updated -- Order re: To Establish Estate's Claim: Result: Granted Result Date: 08/04/2025	Document	
08/04/2025	Minute Order (Initial Petition for Trust Petition to Confirm Trust Assets f...)	Minute Order	
08/04/2025	Court orders judgment entered on the Petition to Confirm Trust Assets (PrC 850(a)(3)(b)) (Heggstad) filed by 17th and Peralta on 10/04/2024 as follows: Plaintiff to take nothing by virtue of the complaint.	Judgment	
08/04/2025	Initial Petition for Trust Petition to Confirm Trust Assets scheduled for 08/04/2025 at 03:30 PM in Wiley W. Manuel Courthouse at Department 103 updated: Result Date to 08/04/2025 Result Type to Held	Event	

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FILED
Superior Court of California
County of Alameda
10/04/2024
Chad Finke, Executive Officer / Clerk of the Court
By: _____ Deputy
A. Brophy

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

In the Matter of the Estate of CHARLES W. GOMPERTZ, also known as CHARLES WILLIAM GOMPERTZ, AND C.W. GOMPERTZ, Deceased.	Case No. 123,339 PETITION BY INTERESTED PARTY TO ESTABLISH ESTATE'S CLAIM OF OWNERSHIP TO PROPERTY AND FOR ORDER DIRECTING ITS TRANSFER TO ESTATE, FOR ORDER DISTRIBUTING PROPERTY TO TESTAMENTARY TRUST, AND FOR ORDER DISTRIBUTING PROPERTY FROM SUCH TRUST (Probate Code Section 850) Date: 11/25/2024 Time: 3:00 PM Dept: 103

Petitioner, 17th and Peralta, LLC, an interested party in the estate, states as follows:

1. Decedent Charles W. Gompertz died on April 8, 1953, and his estate was subject to a probate proceeding in this Court. Decedent's Will and codicil were admitted to probate, and John L. Gompertz and Crocker First National Bank of San Francisco were appointed as executors.

2. A Decree of Settlement of First and Final Account and Report of Executors, Order Allocating Statutory Fees of Executors, Allowing Compensation for Extraordinary Services of Executors and Allocating Such Compensation, and of Final Distribution ("Estate Decree of

Electronically Received 10/04/2024 11:29 AM

Distribution"), a copy of which is attached as Exhibit 1, was issued by this court on September 22, 1954.

3. Pursuant to the Estate Decree of Distribution, all of the residuary assets of Charles' estate were all distributed to Crocker First National Bank of San Francisco, as trustee of a trust under Article Seventh of the decedent's Will for the benefit of his surviving wife, Anita T. Gompertz ("Trust for Anita"). As described further below, such trust was later distributed following her death in 1956 to the two children of Charles and Anita, namely John L. Gompertz and Ruth Gompertz Watson. At the later deaths of such two beneficiaries, their estates were in turn distributed to their own descendants (as described further below), seven of whom, namely Leslie Ellen Adams, Paul Taggard Adams, Lauren Watson Cesare, Linda Watson, Lisa C. Watson, Douglas C. Watson and David G. Watson (the "Beneficiaries") have now discovered that a parcel of undeveloped real property in San Francisco was erroneously not inventoried as part of the estate and therefore not distributed to such trust upon distribution of the estate.

4. The parcel that is the subject of this petition is now known as Mission Block 139, Assessor's Parcel Number 3639-036A (the "Property" or "Parcel 36A"). The legal description for the Property is attached as Exhibit 2, and a map prepared by Lea & Braze Engineering, Inc. showing the Property as the shaded area is attached as Exhibit 3. A declaration of Michael Thompson, Professional Land Surveyor, is attached as Exhibit 4, confirming that he prepared the legal description and the map.

5. The Beneficiaries have each entered into a Purchase and Sale Agreement for their interests in the Property with petitioner 17th and Peralta, LLC, so that petitioner is an interested party to the estate, and has an interest in having this court confirm that the Property is indeed an asset of the estate. A copy of such agreements is attached as Exhibit 5.

6. Pursuant to California Probate Code section 850 (a)(2)(D), the court has the authority, upon petition by an interested party, to confirm title to an asset in which a decedent had a claim.

FACTS SHOWING THAT PROPERTY IS PART OF ESTATE

7. The Property is identified as an asset owned by The John Center Company in a Findings of Fact, Conclusions of Law and Decree ("1912 Decree") issued by the Superior Court of

California for the City and County of San Francisco dated March 8, 1912, Case No. 19,851, a copy of which is attached hereto as Exhibit 6.

8. The 1912 Decree was the result of a lawsuit by the Southern Pacific Railroad Company, as plaintiff, to determine its rights to certain real property in San Francisco County, including the Property which is the subject of this petition.

9. The 1912 Decree on page 356 references as "Parcel 28" the following land:

> **Parcel 28**:
>
> Commencing at the intersection of the Southerly line of Twenty-second Street with the center line of Southern Pacific Railroad Company's constructed railroad main line, and running thence Westerly and along the said Southerly line of Twenty-second Street to a point distant thirty (30) feet from the aforesaid center line measured radially in a Northwesterly direction therefrom; thence Southwesterly parallel to and uniformly distant thirty (30) feet from said center line to an intersection with the Easterly line of Treat Avenue; thence Southerly and along the said Easterly line of Treat Avenue, crossing the said center line, to a point distant thirty (30) feet from the said center line measured radially in a Southeasterly direction therefrom; thence Northwesterly parallel to an uniformly distant thirty (30) feet from said center line to an intersection with the Westerly line of Harrison Street; thence Northerly and along the said Westerly line of Harrison Street to the Southerly line of Twenty-second Street; thence Westerly and along the said Southerly line of Twenty-second Street to the point of commencement, being a portion of Mission Block Number One Hundred and Thirty-nine (139).

10. Attached as Exhibit 7 is a Declaration of Charles Whitecotton, who is a professional title consultant, that he has reviewed the 1912 Decree and has concluded that the Property is indeed described as part of what was then referred to as "Parcel 28" in the 1912 Decree.

11. The 1912 Decree expressly confirms that Parcel 28, and therefore the Property, was owned by The John Center Company, subject to a right of way to the Southern Pacific Railroad Company for railroad purposes, "provided that in the event the use of said land as a right of way for said railroad should at any time be abandoned or should at any time be discontinued for a period of six months, the title and right to possess thereof should revert to [The John Center Company]..." See the 1912 Decree at page 356.

12. The Property was owned by The John Center Company, subject to the right of way to Southern Pacific Railroad, until 1934, when The John Center Company transferred all its assets to the decedent herein, Charles W. Gompertz, as described further below.

13. Petitioner has exhaustively researched the records of the San Francisco Recorder's office, and determined that there were no documents recorded that transferred title for the Property from The John Center Company to any other party during the period from 1912 to 1934. A declaration of Joanne Parrent, a professional researcher and California licensed private investigator, attached hereto as Exhibit 8 documents the review she made of such records, concluding that there was no recorded transfer that includes the Property during such period. Petitioner therefore believes that the Property was still owned by The John Center Company in 1934.

14. In an Indenture dated February 15, 1934 (the "1934 Indenture"), a copy of which is attached as Exhibit 9, and which was recorded with the San Francisco Recorder's office on February 28, 1934, as Document No. I-34749, The John Center Company transferred all its assets to Charles W. Gompertz upon dissolution of the Company. The above-mentioned Declaration of Joanne Parrent confirms that she obtained the copy of the 1934 Indenture in her review of the files of the San Francisco Recorder's office.

15. The 1934 Indenture references thirteen specific parcels of real property as part of such transfer to the decedent (none of which include the Property), and then further includes in the sale "all other property, both real and personal, of every kind, nature and description belonging to The John Center Company, or in which it has any interest and wheresoever situate,... together with the tenements, hereditaments and appurtenances thereto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof." The 1934 Indenture confirms all such assets to Charles W. Gompertz, "... to have and to hold the said premises, together with the appurtenances, unto [Charles W. Gompertz], and to his heirs and assigns forever."

16. Attached as Exhibit 10 is a Title Guarantee dated July 19, 2024 issued by Chicago Title Company (the "Title Report") specifically for the Property (i.e., Parcel 36A), and listing all recorded documents relating to the Property. The property description attached to The Title Report as Exhibit "A" is identical to the description of the Property attached to this petition as Exhibit 2.

17. The Title Report, in its Schedule B, lists just eight recorded documents relating to the Property. Document #3 is the 1912 Decree, and Document #4 is the 1934 Indenture. The Title Report confirms that there were no recorded transfers of the Property between 1912 and 1934.

18. Documents #1 and #2, recorded in 1908 and 1909, respectively, predate the 1912 Decree and affirm ownership of the Property by court orders issued pursuant to the McEnerney Act, which allowed land owners to confirm title to their land following the loss of the City's records in the 1906 fire. Those deeds are superseded by the 1912 Decree.

19. Documents #5 and #7, which both post date the acquisition of the Property by the decedent, are purported transfers by George Center to the Heinzer family and to their revocable trust, but such transfers are moot because the Property was not owned by George Center; it was already owned by the decedent. In any case, Document #8, executed in 2023, is a quitclaim of any interest of the Heinzers to 17th and Peralta, LLC, thus extinguishing any interest of the Heinzers in the Property.

20. In the above-mentioned Declaration of Charles Whitecotton, he confirms that he has reviewed the Title Report and has concluded that the Property was owned by The John Center Company in 1934 and was part of the assets transferred to Charles Gompertz pursuant to the "omnibus" clause in the 1934 Indenture that includes in the transfer "all other property" of The John Center Company.

21. Petitioner believes that the Property was not expressly listed in the 1934 Indenture because the parties at that time erroneously assumed that because Southern Pacific Railroad was still using the property in its business, there was not a conveyable interest to be included in the sale to decedent.

OWNERSHIP BY DECEDENT FOLLOWING PURCHASE

22. Petitioner has researched the ownership of the Property from the time of its purchase by decedent in 1934 until the decedent's death on April 8, 1953. As documented in the above referenced Declaration of Joanne Parrent, she reviewed the records of the San Francisco Recorder's office for that period, and found no deeds or other transfers of land that include the Property. That conclusion is confirmed by the Title Report, which shows no transfer of the Property during such time period.

23. Petitioner therefore believes that the Property was an asset owned by decedent at the time of his death, and should therefore be confirmed by this Court as an asset of his estate.

TERMINATION OF SOUTHERN PACIFIC RIGHT OF WAY

24. Attached hereto as Exhibit 11 is a Disclaimer and Release of Interest In Real Property and Withdrawal of Notice of Pending Action ("Release") executed by Southern Pacific Transportation Company on October 22, 1996 and recorded on November 8, 1996, which Release is listed as Document #6 in the Title Report. As explained in the Declaration of Charles A. Whitecotton, he has reviewed the Release and the legal description of the property covered by the Release, and has concluded that Southern Pacific thereby released all their interest in Parcel 36A. As a result, their easement for a right of way terminated and reverted to the fee owner, and they no longer have any interest in the Property.

DISTRIBUTION TO TRUST FOR ANITA

25. As set forth in the Estate Decree of Distribution, the assets of decedent's residuary estate were distributed to the Trust For Anita, which is also subject to the jurisdiction of this Court in the same proceeding as the decedent's estate.

26. The Petitioner therefore believes that decedent's interest in the Property should be confirmed as an asset of the Trust For Anita, subject to the provisions of that trust.

27. The Trust for Anita, which was initially funded pursuant to the Estate Decree of Distribution, remained in effect for the lifetime of Anita T. Gompertz. The trustee of that trust, Crocker First National Bank of San Francisco, filed periodic accountings with this Court in the same proceeding as for the decedent's estate. The final such accounting was the Eleventh and Final Account and Report, which was filed on April 23, 1965 by the trustee following the death of Anita T. Gompertz, covering the period from September 22, 1964 to March 11, 1965. In the Order Settling and Approving Eleventh and Final Account and Report of Crocker-Citizens National Bank, as Trustee, Allowing Trustee's Fees and Attorney's Fees, and of Final Distribution of Trust Assets ("Trust Decree of Distribution"), a copy of which is attached as Exhibit 12, all the assets of the trust

were distributed in equal shares outright to John L. Gompertz and Ruth Gompertz Watson, both of whom were then living.

28. Accordingly, the Petitioner believes that decedent's interest in the Property should have been distributed 50% to John L. Gompertz and 50% to Ruth Gompertz Watson from the Trust for Anita, and seeks an order of this court confirming such distribution.

29. Both John L. Gompertz and Ruth Gompertz Watson have since died.

30. Ruth Gompertz Watson had two children, Janet Watson Adams and Franklin H. Watson III. Janet Watson Adams died in 2021, leaving two children, namely Leslie Ellen Adams and Paul Taggard Adams, who are two of the Beneficiaries. Franklin H. Watson III died in 2017, leaving five children, all of whom are now living, namely Lauren Watson Cesare, Linda Watson, Lisa C. Watson, Douglas C. Watson and David G. Watson, who are the remaining Beneficiaries.

31. Attached hereto as Exhibit 13 is a true and correct copy of the Amended Trust Agreement dated March 12, 1979, for which Ruth G. Watson was Trustor, confirming that she left her assets in equal shares for the benefit of her two children, Janet Watson Adams and Franklin H. Watson III.

32. Attached hereto as Exhibit 14 is a true and correct copy of the Janet W. and Russell B. Adams, Jr. Living Trust Agreement dated April 23, 1991, along with Amendment Number Two to said Agreement, which together confirm that Janet Watson Adams' assets were distributed after the deaths of Janet Watson Adams and her husband to their two children, Leslie Adams and Paul Adams.

33. Attached as Exhibit 15 is a true and correct copy of the Franklin and Marilyn Watson Trust dated December 15, 1992, confirming that his assets were distributed following the deaths of Franklin Watson and his wife to their five children, namely Linda Watson, Lisa Watson, Lauren Watson Cesare, Douglas C. Watson and David G. Watson.

34. Separate actions will be filed in the proceedings for the estates of Ruth Gompertz Watson, Janet Watson Adams and Franklin H. Watson III to confirm the interests of their successor beneficiaries, but petitioner believes that the copies of their respective revocable trusts are sufficient for this court to respect the potential interests of the Beneficiaries for purposes of allowing petitioner to be an interested party and thereby proceed with this petition to determine ownership of the

Property. Petitioner is not asking the court to opine on the validity of the trusts for those three deceased individuals, but offers the copies of the trust instruments to allow the court to make a ruling as to the interests of Charles W. Gompertz and the Trust For Anita in the Property.

COMMUNITY PROPERTY INTEREST OF ANITA

35. In the Codicil of Charles W. Gompertz dated June 16, 1949, he confirmed that any community property of his wife Anita T. Gompertz was confirmed to her as her property. Attached hereto as Exhibit 16 is a copy of such Codicil.

36. To the extent Anita Gompertz had a community property interest in the Property, it would have been subject to disposition under her own Will. Attached hereto as Exhibit 17 is a copy of the Last Will and Testament of Anita T. Gompertz dated April 14, 1954, and the Codicil to such Will dated February 17, 1960. Attached as Exhibit 18 is a copy of the Decree of Final Distribution dated April 18, 1966.

37. Pursuant to the Codicil of Anita T. Gompertz, all her assets were distributed in equal shares to her grandchildren Franklin H. Watson III and Janet Watson Adams. As explained in paragraph 30 above, both such persons have since died, and all their assets have been distributed to their own children, who are the seven Beneficiaries identified above. Thus, any community property interest of Anita T. Gompertz will pass to beneficiaries who are also among the beneficiaries of the Trust For Anita.

38. Petitioner does not in this petition seek a specific confirmation of the distribution of any such community property interest. The above explanation is included to demonstrate the interests of the Beneficiaries in the Property.

WHEREFORE, petitioner requests the court to determine as follows:

1. That the decedent was the true owner of the Property and to order that the Property be considered an asset of the decedent's estate;

2. That the Property was distributed from decedent's estate, pursuant to the Estate Decree of Distribution, to the trust under Article Seventh of decedent's Will for benefit of Anita T. Gompertz as an asset of such trust;

3. That the Property, as an asset of such Trust, was distributed pursuant to the Trust Decree of Distribution in equal shares to the two residuary beneficiaries of such trust, namely John L. Gompertz, and Ruth . Gompertz Watson; and

4. For such other orders as the court may find appropriate.

Dated: 10/3, 2024

17th AND PERALTA, LLC, Petitioner

By _____

Its Managing Member

FRIEDMAN MCCUBBIN LAW GROUP LLP

By _____

Thomas B. Worth,
Attorneys for Petitioner 17th and Peralta, LLC

VERIFICATION

I, the undersigned, Rudy Rucker, state:

I am a Managing Member of 17th and Peralta, LLC, which is described and referred to in the within and foregoing petition and is the petitioner named therein. I am familiar with the facts set forth in said petition. I have read the foregoing petition and know its contents, and the same is true of my own knowledge, except as to the matters that are therein stated upon information and belief, and as to those matters, I believe it to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on 10/3, 2024 at San Francisco, California.

Rudy Rucker

40042335.DOCX

EXHIBIT 1

FILED

SEP 22 1954

G. Blue, County Clerk
By [illegible] DEPUTY.

ENTERED
Probate Minute Book, Vol. 47 Pg. 176
Jack G. Blue, County Clerk
By [illegible] Deputy

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

In the Matter of the Estate of

CHARLES W. GOMPERTZ,

also known as CHARLES WILLIAM COMPERTZ, CHARLES GOMPERTZ, and as C. W. GOMPERTZ,

Deceased.

No. 123,339

Department No. 4

DECREE OF SETTLEMENT OF FIRST AND FINAL ACCOUNT AND REPORT OF EXECUTORS, ORDER ALLOCATING STATUTORY FEES OF EXECUTORS, ALLOWING COMPENSATION FOR EXTRAORDINARY SERVICES OF EXECUTORS AND ALLOCATING SUCH COMPENSATION, AND OF FINAL DISTRIBUTION

JOHN L. GOMPERTZ and CROCKER FIRST NATIONAL BANK OF SAN FRANCISCO, a national banking association, as executors of the last will and testament of Charles W. Gompertz, the above named decedent, having on August 19, 1954, rendered and filed herein their first and final account and report of their administration of the estate of the above named decedent, together with their petition for an order allocating the statutory fees of executors, for compensation for extraordinary services of executors and allocation of such compensation, and for final distribution, having come on regularly to be heard on the 8th day of September, 1954, and having been regularly continued by the court to this 22nd day of September, 1954, and said executors having rendered and filed herein at this hearing a supplement to their first and final account showing certain receipts and disbursements on behalf

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of said estate since the date of the closing of said first and final account, and the court, from the proof made to the satisfaction of the court, and from the evidence adduced at said hearing, finds:

1. That said decedent died on April 8, 1953, and at the time of his death was a resident of the County of Alameda, State of California.

2. That notice of said first and final account and report and of said petition, and of the filing thereof, and of the time and place fixed for the settlement of said account and report and for the hearing of said petition, has been regularly given in the manner and for the time required by law.

3. That said first and final account and report is in all respects true and correct; that it is a full and verified account and report by said executors of their administration of said estate from their appointment as executors of the last will and testament of said decedent up to and including July 6, 1954; that said supplement to first and final account is a full and verified account of all receipts and disbursements for and on behalf of said estate from July 7, 1954, to the time of this hearing; that said supplement is in all respects true and correct; that said first and final account and supplement thereto are supported by proper vouchers; that the residue of money in the hands of said executors as of the closing date of said first and final account on July 6, 1954, was $21,527.01; that as shown by said supplement thereto the executors, since the date of the closing of said first and final account, have received the sum of $4,074.30, and have disbursed the sum of $3,023.50; that therefore the residue of money now in the hands of said executors is $22,577.81.

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4. That notice to creditors of said decedent has been duly and regularly given in the manner and for the time required by law.

5. That all inheritance taxes due the State of California from said estate have been paid; that all Federal estate taxes due the United States from said estate have been paid; that under the provisions of the last will and testament said executors were directed to pay out of the decedent's residuary estate, before distribution thereof, all transfer, inheritance, succession, estate and similar taxes levied or imposed upon all or any part of decedent's estate, or against any legatee or devisee on account of his or her interest in the estate of said decedent.

6. That all income taxes due to the United States in so far as the same can be ascertained have been paid; and all income taxes due to the State of California in so far as the same can be ascertained have been paid; that there is no necessity for filing a certificate of the Franchise Tax Commissioner of the State of California in connection with said estate for the reason that the devisees and legatees under the last will and testament of said decedent are residents of the State of California.

7. That the statutory fees of said executors, which fees total $6,929.69, should be allocated as follows: the sum of $2300.00 to JOHN L. GOMPERTZ for the services rendered by him as co-executor, and the sum of $4619.69 to CROCKER FIRST NATIONAL BANK OF SAN FRANCISCO, a national banking association, for its services rendered as co-executor.

8. That John L. Gompertz and Crocker First National Bank of San Francisco, a national banking association, as such executors, have not been paid any amount whatever as yet on account of special and extraordinary services rendered by them

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as such executors in connection with the probate of said estate; that in addition to ordinary services incident to the administration of said estate, said executors have rendered extraordinary services in connection with said estate; that the sum of $ 8000.00 is a just and reasonable amount to be allowed as compensation for the extraordinary services of said John L. Gompertz and Crocker First National Bank of San Francisco; that said compensation for extraordinary services of said executors should be allocated as follows: the sum of $ 2000.00 to JOHN L. GOMPERTZ for the extraordinary services rendered by him as co-executor, and the sum of $ 6000.00 to CROCKER FIRST NATIONAL BANK OF SAN FRANCISCO, a national banking association, for the extraordinary services rendered by it as co-executor.

9. That Hagar, Crosby, Rosson & Vendt, the attorneys for said executors, have waived the right to any payment on account of special and extraordinary services rendered by them as attorneys for said executors.

10. That there were included in the assets of the estate of said decedent the following United States of America Treasury Bonds:

$5,000.00 face value 2-1/2%, due March 15, 1971;

$10,000.00 face value 2-1/2%, due December 15, 1972;

that said executors intended to forward said bonds to the Treasury Department in Washington for redemption at par, the proceeds to be applied against the payment of Federal estate tax due by said estate; that upon the value of said bonds increasing above par, said executors sold said bonds on the open market for cash above par; that said executors, exercising the power of sale conferred upon them by the last will and testament of said decedent, did not secure an order of the above entitled court prior to effecting the sale of said bonds; that it was for the best interests of the estate of said decedent and those

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interested therein for said bonds to be sold.

11. That there should be reserved from the assets of the estate of said decedent the sum of $250.00 for estimated expenses in closing said estate; that said reserve does not include any sum which might be required to pay additional taxes which may properly be assessed; that such additional sums as may be required for such taxes and for fees and expenses reasonably incurred in respect thereto should be paid to the executors by the trustee of the trust created under the last will and testament of said decedent together with any deficiency in the reserve hereinabove set forth for estimated closing expenses.

12. That all creditors' claims filed or presented in said estate have been paid; that all personal property taxes due in connection with said estate have been paid; that all debts of said decedent and all expenses of administration of said estate, except the payment of statutory executors' fees and the payment of such compensation allowed by this court for the extraordinary services performed by said executors, have been paid; that said estate is now in a condition to be closed.

13. That all of the devisees and legatees named in the last will and testament of said decedent survived said decedent and are now alive.

14. That in accordance with the provisions of the will of said decedent the entire estate of said decedent is distributable as follows:

To ANITA T. GUMPERTZ all of the right, title and interest of the decedent in and to any and all automobiles, wearing apparel, jewelry, silverware, china, glassware, bric-a-brac, books, pictures, objects of art, household furniture and furnishings, and personal effects owned by or in which decedent had an interest at the date of his death (expressly excluding

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herefrom any and all cash, bank accounts, stocks, bonds, securities, and other such personal property);

To CROCKER FIRST NATIONAL BANK OF SAN FRANCISCO, a national banking association, as trustee, IN TRUST NEVERTHELESS, all of the rest, residue and remainder of such property and estate of said decedent, upon the trusts, and for the uses and purposes, with the powers and duties, and upon the terms and conditions, as set forth in subparagraphs (a) to (r) inclusive of paragraph SEVENTH of the last will and testament of said decedent and hereinafter more fully set forth.

15. That any and all other property not now known or discovered belonging to said decedent or in which said decedent or his estate may have any interest should be distributed as follows:

To ANITA T. GOMPERTZ, any automobiles, wearing apparel, jewelry, silverware, china, glassware, bric-a-brac, books, pictures, objects of art, household furniture and furnishings and personal effects, expressly excluding any and all cash, bank accounts, stocks, bonds, securities and other such personal property;

To CROCKER FIRST NATIONAL BANK OF SAN FRANCISCO, a national banking association, as trustee, IN TRUST NEVERTHELESS, all of the rest, residue and remainder of such property and estate of said decedent, including the balance, if any, of said $2,0.00 reserved for estimated closing expenses of said estate, upon the trusts and for the uses and purposes, and with the powers and duties, and upon the terms and conditions, all as set forth in subparagraphs (a) to (r) inclusive of paragraph SEVENTH of the last will and testament of said decedent and hereinafter more fully set forth.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that said first and final account and report of

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John L. Gompertz and Crocker First National Bank of San Francisco, a national banking association, as executors of the last will and testament of Charles W. Gompertz, deceased, together with the supplement to said first and final account of said executors, be and the same are hereby settled, allowed and approved, and all of the acts of said executors as set forth therein, including the sale by said executors of the $5,000.00 face value 2-1/2% United States of America Treasury Bonds due March 15, 19[illegible]1 and the $10,000.00 face value 2-1/2% United States of America Treasury Bonds due December 15, 1972, be, and they are hereby, confirmed and approved.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED that the statutory fees of said executors, in the sum of $6,929.69, be, and the same are hereby, allocated between said executors as follows:

To JOHN L. GOMPERTZ, the sum of $2309.90

To CROCKER FIRST NATIONAL BANK OF SAN FRANCISCO, a national banking association, the sum of $4619.79

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED that John L. Gompertz and Crocker First National Bank of San Francisco, a national banking association, be, and they are hereby, allowed the sum of $[illegible].00 as compensation for their extraordinary services rendered in connection with said estate, said sum being allocated between said executors as follows:

To JOHN L. GOMPERTZ, the sum of $2000.00

To CROCKER FIRST NATIONAL BANK OF SAN FRANCISCO, a national banking association, the sum of $4000.00

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED that the entire estate of said Charles W. Gompertz, deceased, now in the hands of said executors, less the statutory executors' fees hereinbefore allocated between said executors and less the sum hereinbefore allowed to and allocated between said executors

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as compensation for the extraordinary services rendered by said executors, be, and the same is hereby, distributed as follows:

To ANITA T. GOMPERTZ, the following:

1948 Cadillac 4-door touring sedan automobile, Model 61, Engine No. 496103522

One lot of miscellaneous jewelry, consisting of
1 yellow metal man's wrist watch
1 white metal man's pocket watch
1 yellow metal ring set with one white stone

One lot of miscellaneous household furniture and furnishings contained in residence at 5630 Broadway Terrace, Oakland, California

Certificate of membership in Claremont Country Club, which membership reverts to widow by survivorship in accordance with By-Laws of said Claremont Country Club.

To CROCKER FIRST NATIONAL BANK OF SAN FRANCISCO, a national banking association, as trustee, IN TRUST NEVERTHELESS, the following:

Cash ..... $ 7648.12

STOCKS

330 shares AMERICAN HOME PRODUCTS CORPORATION capital stock, $1.00 par value

300 shares THE ATCHISON, TOPEKA and SANTA FE RAILWAY COMPANY common stock, $50.00 par value

25 shares THE BANK OF COMMERCE, OAKLAND, CALIFORNIA, common stock, $50.00 par value

395 shares CITIES SERVICE COMPANY common stock, $10.00 par value

266 shares CROCKER FIRST NATIONAL BANK OF SAN FRANCISCO common stock, $25.00 par value

13-6/100 shares CRUCIBLE STEEL COMPANY OF AMERICA common stock, $25.00 par value

500 shares DI GIORGIO FRUIT CORPORATION, Class "A" common stock, $5.00 par value

125 shares DI GIORGIO FRUIT CORPORATION, Class "B" common stock, $5.00 par value

200 shares GENERAL FOODS CORPORATION, common stock, no par value

1,500 shares GLADDING, McBEAN & CO. capital stock, $10.00 par value

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721 shares THE GOODYEAR TIRE & RUBBER COMPANY common stock, $10.00 par value

512 shares MARCHANT CALCULATORS, INC. capital stock, $5.00 par value

208 shares NATIONAL CITY BANK OF NEW YORK capital stock, $12.50 par value

1,000 shares NORTHERN NATURAL GAS COMPANY common stock, $10.00 par value

1,000 shares PEACE RIVER NATURAL GAS CO., LTD. common stock, $1.00 par value

250 shares SCOTT PAPER COMPANY common stock, no par value

1,102 shares STANDARD OIL COMPANY OF CALIFORNIA capital stock, no par value

440 shares STANDARD OIL COMPANY OF OHIO common stock, $10.00 par value

200 shares SWIFT AND COMPANY capital stock, $25.00 par value

800 shares TELEVISION-ELECTRONICS FUND, INC. common stock, $1.00 par value

100 shares UNION PACIFIC RAILROAD COMPANY common stock, $50.00 par value

250 shares UNIVERSAL CONSOLIDATED OIL COMPANY capital stock, $10.00 par value

for the uses and purposes, and with the powers and duties, and upon the terms and conditions, hereinafter set forth, to wit:

(a) To receive said trust property.

(b) To hold, manage, handle and control, invest and reinvest, partition, improve, pledge, mortgage, lease without limit as to term, exchange and sell the whole or any part of said trust property, in whatever form it may take, to continue and operate any business received in this trust as long as it may deem advisable, and to pay and discharge all mortgages, liens and other charges against the same, all at such times, on such terms and in such manner as said trustee may deem fit and proper, under and with the powers conferred on it by the trust herein created.

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(c) Said trustee shall collect, recover and receive the income from said trust property, and shall pay out of the same, without regard to the source of the income, the trust's share of any interest or instalment principal payments on indebtedness on said trust property, and the trust's share of all expenses and charges, including taxes, assessments, repairs, betterments to and improvements upon said trust property, and all other lawful charges and expenses of every kind and nature against or in connection with said trust property or said trust, including reasonable compensation of said trustee. In the event that said income should be insufficient to pay all of the foregoing, any such payment or payments may be made from principal, in the absolute discretion of said trustee, the principal account subsequently to be reimbursed therefor from income. Notwithstanding any of the foregoing provisions contained in this subparagraph, said trustee may in its absolute discretion pay any or all of the following out of either the principal or income of said trust property: (1) the trustee's compensation upon or for acceptance or distribution of the principal of said trust property, attorneys' fees and other costs incurred in maintaining or defending any action to protect the trust or the trust property or to assure the title thereof; (2) costs of, or assessments for, improvements to the trust property; (3) brokers' commissions, title charges and other costs (exclusive of trustee's compensation, if any) incurred in connection with purchasing, selling or leasing the trust property, or investing or reinvesting the principal of the trust estate; (4) any tax or assessment levied by any authority upon the trust property, or any part thereof, profit or gain resulting from any sale, exchange or transfer of the trust property, or any part thereof, or upon the income therefrom, or upon any transaction effecting the same, or the trust or any equitable interest therein or succession thereto; (5) any estate or inheritance taxes levied by any authority chargeable against said trust property or trust estate, or any beneficiary thereunder; (6) any payment on account of principal indebtedness on said trust property, or any part thereof, or owing by said trust.

(d) Said trustee may retain, as part of the trust property, any securities, or property, or business which may be received by or distributed to it from my estate, whether the same are investments permitted by law for trust funds or not, and the said trustee shall incur no liability by reason of any depreciation in the value of any such security or securities, property or business.

(e) Said trustee shall have full power to invest and reinvest all of said trust property or any portion or portions thereof in such securi-

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(f) properties and investments as said trustee, in its absolute discretion, may determine, and whether or not the same are legal for investment of trust funds under the laws of the State of California, or otherwise, including without limiting the foregoing, common or preferred stock, or common and preferred stock, of any corporation, all in such manner and upon such terms as to said trustee may seem best.

(f) Said trustee shall treat all dividends declared payable in stock as principal and shall add them to the trust fund or estate so far as permitted by law, and, in like manner, said trustee shall credit all proceeds from the sale of rights to subscribe for additional stock to principal.

(g) Said trustee may also, in its discretion, improve any real property subject to this trust, build, alter, or repair any improvements thereon, of such character, amount, cost and from such funds or property subject to this trust, as it may deem advisable.

(h) Said trustee is hereby authorized and empowered to vote in person, or by proxy, in respect of all stocks or other securities held by it; to exchange the securities of any corporation for other securities issued by the same or by any other corporation, at such times and upon such terms and conditions, including the receiving or giving of cash, in addition to property received or given, as the trustee shall deem proper; to consent to the reorganization, consolidation or merger of any corporation or to the sale or lease of its property or any portion thereof to any person, firm, association or corporation, or to the sale or lease by any person, firm, association or corporation of his or its property, or any portion thereof, to such corporation, and upon such reorganization, consolidation, merger, sale or lease, to exchange any securities held by it for any securities that may be issued in connection therewith; to pay such assessments, subscriptions and other sums of money as the trustee may deem expedient for the protection of the trust fund as the owner of any stocks, bonds or other securities of any corporation, and to exercise any option for the conversion of any stocks, bonds or other securities into other securities, or to take advantage of any rights to subscribe for additional stock, bonds or other securities, and to pay any and all necessary payments therefor; and generally to exercise, in respect of all stocks, bonds and other securities held by the trustee hereunder, all such rights, powers and privileges as are or may be lawfully exercised by any person owning similar property in his own right, provided that the trustee shall not be required to make any of the payments hereinbefore mentioned other than from the principal

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or income of the trust estate, as it may determine, or from funds furnished for that purpose by someone interested in the trust.

(i) Said trustee shall have full power to sell or exchange all or any portion of said trust property on such terms, for cash or for credit, at public or private sale, with or without notice, as it may see fit. The said power to sell and exchange shall include the power to take back mortgages, deeds of trust, or similar security for any part of the purchase price, or in connection with any such exchange. No purchaser from said trustee shall be bound to see to the application of the purchase money or consideration paid on account of said purchase, and no party to such an exchange shall be bound to see to the application of the property received in exchange by said trustee. No purchaser or party to such sale or exchange need inquire into the validity, expediency or propriety of any such sale or exchange.

(j) Said trustee is hereby authorized to settle and compromise in its discretion, and upon such terms as to it shall seem proper, any litigation or dispute in which the trust property, or the trust, or any part thereof, shall be involved, and any claim or obligation in favor of or against said trust.

(k) Said trustee at any time during the existence of this trust is hereby authorized and empowered to lease the whole or any part of the said trust property, or to extend or renew any lease thereof, or to grant an option for the renewal or extension of any lease thereof, or any portion thereof, all on such terms and conditions, with or without notice, as said trustee in its judgment shall determine, and the judgment of said trustee on all such matters shall be final. Any lease or leases of the trust property, or any portion thereof, or extension or renewal of lease, or option therefor, may be for a term beyond and longer than the term of the trust herein provided.

(l) Said trustee is hereby authorized and empowered to execute any notes or other obligations or assignments of rents or to encumber any real property which may be at any time contained in said trust, or any portion thereof, by mortgage, deed of trust or otherwise, and to pledge any personal property, and to execute any notes, mortgages, deeds of trust, assignments, pledge agreements and extensions or renewals thereof, which it may deem to be necessary or desirable, or any other kind of document whatsoever.

(m) The trustee shall be entitled to a reasonable compensation for its services hereunder. The trustee is authorized in the

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discharge of its duties to employ counsel and agents and to determine and pay them a reasonable compensation, and it shall be entitled to reimbursement therefor and for such other expenses and charges as it may deem necessary or proper to incur.

(n) Except as otherwise expressly limited herein, said trustee generally shall have the power to exercise in respect of all stocks, bonds or other securities, or property of any kind whatsoever (real or personal), including any business, held by the trustee herein, all such rights, powers and privileges as are or may be lawfully exercised by any person owning similar property in his own right.

(o) No income from said trust property accruing prior to the distribution of said trust property to said trustee shall be paid to the beneficiary of this trust, it being intended that all income collected by the executors during the administration of said estate shall be treated and accounted for as part of the general assets of said estate, and not as income belonging to any person named in the last will and testament of Charles W. Gompertz, the above named decedent.

(p) The said trustee shall pay at least monthly to ANITA T. GOMPERTZ, for and during the remainder of her life, all of the net income from said trust property remaining after payment or provision for payment of taxes, costs or other expenses in connection with said trust property or said trust estate.

(q) This trust shall absolutely cease and terminate upon the death of said ANITA T. GOMPERTZ. Upon the termination of this trust all the property then in the corpus of said trust, together with any undistributed income, shall go to and vest in JOHN L. GOMPERTZ and RUTH GOMPERTZ WATSON, share and share alike. If said John L. Gompertz is not living at the time of the termination of this trust, then the share of said trust property which said John L. Gompertz would have received if then living shall go to said RUTH GOMPERTZ WATSON, if she is then living, or if she be not then living, to her lawful issue living at the time of the termination of said trust, share and share alike, but by right of representation. If said Ruth Gompertz Watson is not living at the time of the termination of this trust, then the share of said trust property which said Ruth Gompertz Watson would have received if then living shall go to her lawful issue living at the time of the termination of said trust, share and share alike, but by right of representation. If there is not living at the time of the termination of this

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ATTORNEYS AT LAW
CENTRAL BANK BUILDING
OAKLAND 12, CALIF.
TEMPLEBAR 2-6911

trust said John L. Gompertz, or said Ruth Gompertz Watson, or any lawful issue of said Ruth Gompertz Watson, then said trust property shall go to and vest in the heirs at law of Charles W. Gompertz determined as of the time of the termination of said trust.

(r) It is an express provision of this trust, controlling over all of the provisions hereof, that it must continue for the full duration of the term stated, namely, during the life of said ANITA T. GOMPERTZ, and it shall be in no event terminated prior thereto by any Court or equitable proceeding or the beneficiaries or the trustee. Each and every beneficiary under this trust is hereby restrained from and shall be without right, power or authority to sell, transfer, pledge, mortgage, hypothecate, alienate, anticipate, or in any other manner affect or impair his or her or their beneficial or legal rights, titles, interests, claims or estates in or to the income or corpus of this trust during the entire term hereof; nor shall the rights, titles, interests or estate of any beneficiary hereunder be subject to the rights or claims of creditors of any beneficiary, nor subject nor liable to any process of law or court, and all of the income and corpus of this trust shall be transferable, payable and deliverable only, solely, exclusively, and personally to the above designated beneficiaries hereunder at the time each beneficiary is entitled to take the same under the terms of this trust.

provided, however, that there shall be paid to John L. Gompertz and Crocker First National Bank of San Francisco, a national banking association, as executors of the last will and testament of said decedent, from said trust estate such sums as may be required for payment of additional taxes which may be properly assessed, if any, and for fees and expenses reasonably incurred in respect thereto, and for any deficiency in the reserve of $250.00 set up for estimated closing expenses, such payment to be made to said executors when and as such amounts have been determined to be due.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED that any and all other property not now known or discovered belonging to said decedent or in which said decedent or his estate may have any interest should be distributed as follows:

To ANITA T. GOMPERTZ, any automobiles, wearing

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ATTORNEYS AT LAW
CENTRAL BANK BUILDING
OAKLAND 12, CALIF.
TEMPLEBAR 2-6311

apparel, jewelry, silverware, china, glassware, bric-a-brac, books, pictures, objects of art, household furniture and furnishings and personal effects, expressly excluding any and all cash, bank accounts, stocks, bonds, securities and other such personal property;

To CROCKER FIRST NATIONAL BANK OF SAN FRANCISCO, a national banking association, as trustee, IN TRUST NEVERTHELESS, all of the rest, residue and remainder of such property and estate of said decedent, including the balance, if any, of said $250.00 reserved for estimated closing expenses of said estate, upon the trusts and for the uses and purposes, and with the powers and duties, and upon the terms and conditions, all as are hereinabove set forth in subparagraphs (a) to (r) inclusive commencing on line 22, page 9, hereof and ending on line 17, page 14, hereof.

DONE IN OPEN COURT, this 22nd day of September, 1954.

HAGAR, CROSBY, ROBSON & VENDT
ATTORNEYS AT LAW
[illegible]

EXHIBIT 2

EXHIBIT "A"
LEGAL DESCRIPTION FOR
APN 3639-036A
SAN FRANCISCO, CALIFORNIA

All that certain real property, situate in the City and County of San Francisco, State of California, over a portion of the former SPRR Right of Way per Judgement 19851 Recorded March 8, 1912 as shown on Final Map No. 10057 filed on November 25, 2020 in Book 1 of Final Maps at pages 126-129, San Francisco County Records, as shown on Exhibit "B" made a part hereof, more particularly described as follows:

Commencing at a point on the southerly corner of Lot 1 of said Final Map No. 10057, said point being on the easterly line of Treat Avenue (60 feet wide) as shown on said map (the bearing of Treat Avenue taken as North 00°00'00" East for the purpose of this description), said point also being the beginning of a non-tangent curve to the left with a radius of 925.37 feet; thence leaving said easterly line of Treat Avenue, from a tangent bearing North 43°38'21" East, along the southeasterly line of said Lot 1 and along said curve, through a central angle of 1°33'58", a distance of 25.29 feet to the **Point of Beginning**; thence continuing along last said curve through a central angle of 5°59'06", a distance of 96.66 feet to the most easterly corner of said Lot 1, said point also being the southwesterly corner of Parcel Three as described in that certain Correction Grant Deed recorded September 20, 2023 in Document No. 2023067950 of Official Records of San Francisco County, thence along the southerly line of said parcel, South 90°00'00" East, 9.26 feet to the southeasterly corner of said parcel, thence along the easterly line of said parcel, North 33°32'32" East, 71.99 feet to the most northeasterly corner of said parcel, thence along the northerly line of said parcel, North 90°00'00" West, 8.79 feet to the northwesterly line of said former SPRR Right of Way; said point also being the beginning of a non-tangent curve to the left with a radius of 925.37 feet; thence along said curve, from a tangent bearing North 31°36'49" East, through a central angle of 8°42'52", a distance of 140.74 feet to the southerly line of 22nd Street (64 feet wide) as shown on said map, along said southerly line of 22nd Street, North 90°00'00" East, 62.25 to the westerly line of Harrison Street (82.50 feet wide) as shown on said map; thence along last said line, South 00°00'00" East, 6.39 feet to the southeasterly line of said former SPRR Right of Way, said point also being the beginning of a non-tangent curve to the right with a radius of 985.37 feet; thence along said curve, from a tangent bearing South 21°49'59" West, through a central angle of 11°45'04", a distance of 202.09 feet to northwesterly corner of Lot 1 of Final Map No. 7452 filed on October 4, 2013 in Book 122 of Condominium Maps at pages 39-40, San Francisco County Records; thence along the westerly projection of the northerly line of said Lot 1, North 90°00'00" West, 28.70 feet to the intersection with the northerly projection of the westerly line of said Lot 1; thence along said prolongation, South 00°00'00" East, 40.92 feet to said southeasterly line of former SPRR Right of Way, said point also being the beginning of a non-tangent curve to the right with a radius of 985.37 feet; thence along said curve, from a tangent bearing South 36°29'27" West, through a central angle of 2°30'22", a distance of 43.10

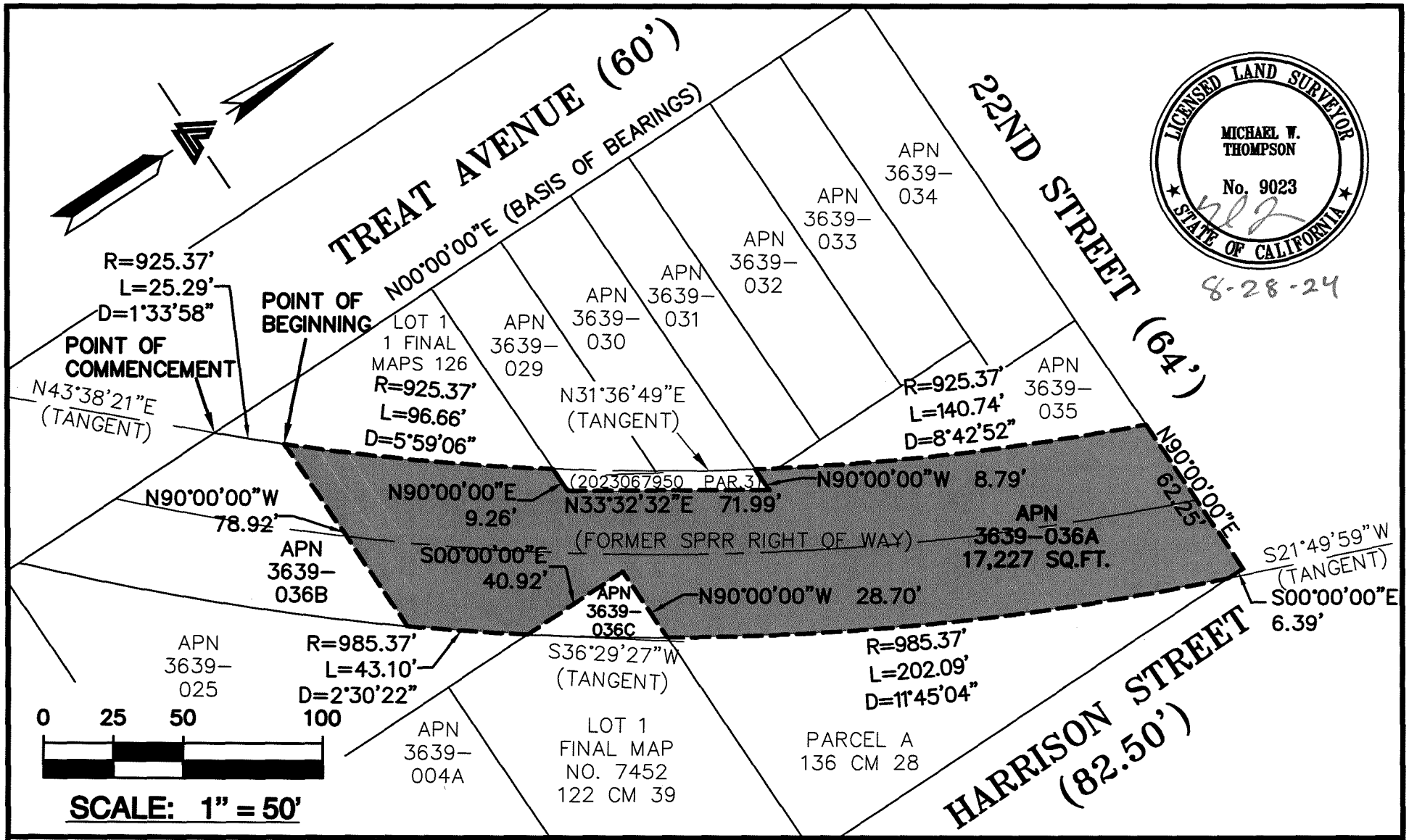
feet; thence leaving last said line, North 90°00'00" West, 78.92 feet to the **Point of Beginning**.

Containing 17,227 square feet, more or less.

END OF DESCRIPTION



EXHIBIT 3



LICENSED LAND SURVEYOR
MICHAEL W. THOMPSON
No. 9023
STATE OF CALIFORNIA
8-28-24

LEA & BRAZE ENGINEERING, INC.
CIVIL ENGINEERS · LAND SURVEYORS

BAY AREA REGION
2495 INDUSTRIAL PKWY WEST
HAYWARD, CALIFORNIA 94545
(P) (510) 887–4086
(F) (510) 887–3019

SACRAMENTO REGION
3017 DOUGLAS BLVD, # 300
ROSEVILLE, CA 95661
(P) (916)966–1338
(F) (916)797–7363

WWW.LEABRAZE.COM

EXHIBIT "B"
PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR APN 3639–036A SAN FRANCISCO CALIFORNIA

JOB NO 2231026 SCALE: 1"= 50'

DRAWN BY MT JUNE 2024

EXHIBIT 4

DECLARATION OF MICHAEL THOMPSON

I, Michael Thompson, declare as follows:

1. I am a Senior Associate Surveyor at Lea & Braze Engineering, Inc., and am a licensed Professional Land Surveyor.

2. I prepared the attached legal description for the property in the City and County of San Francisco referred to as Mission Block 139, Assessor's Parcel Number 3639-036A.

3. I also prepared the attached Plat Map describing such property.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this 28 day of August, 2024 at Pleasonton, California.

Michael Thompson

EXHIBIT 5

Purchase and Sale Agreement

This Purchase and Sale Agreement is made between 17th and Peralta, LLC ("Buyer") and the heirs of Franklin H. Watson III (Lauren Watson Cesare, Linda Watson, Lisa C. Watson, Douglas C. Watson, and David G. Watson (each a "Seller" and collectively "Sellers")), together "the Parties."

Recitals

a. Another Corporate ISP, dba Monkeybrains, is a San Francisco-based internet service provider, whose affiliate, 17th & Peralta LLC ("Buyer") owns a warehouse at 931-933 Treat Avenue, San Francisco, CA 94110 (the "931-933 Treat Property"). Buyer purchased the 931-933 Treat Property from Jim Heinzer in the fall of 2022.

b. The 931-933 Treat Property is adjacent to an empty lot commonly known as "Parcel 36", which is comprised of San Francisco Assessor Parcel Numbers 3639/036A, 3639/036B, and 3639/036C, and has a street address of 957 Treat Ave, San Francisco, CA 94110 (collectively "Parcel 36"). In the fall of 2023, Buyer became a partial owner of APN 3639/036B ("Parcel 36B").

c. Buyer claims a prescriptive easement encumbering Parcel 36 as a result of the decades-long open and notorious use of Parcel 36 by Buyer and its predecessor and former owner of 931-933 Treat Property, Jim Heinzer and his affiliates. Without limiting the foregoing, Buyer and its predecessors have for decades openly and notoriously used APN 3639/036A (herein "Parcel 36A") for parking and for access through 22nd Street. Sellers do not acknowledge a prescriptive easement by Buyers or any other person or entity with respect to Parcel 36.

d. Since Jim Heinzer's sale of the 931-933 Treat Property to Buyer, a local "guerrilla gardening group" by the name of Mission Greenway has publicly challenged Buyer's easement claim on Parcel 36, placed various encroachments around Parcel 36, and vehemently opposed Buyer's use of Parcel 36, including through acts of physical violence and intimidation. Mission Greenway's dispute with Buyer has been widely reported and become a matter of public interest.

e. Buyer has spent considerable sums to stabilize the situation on Parcel 36, eject trespassers, and research the legal ownership of Parcel 36A. After months of investigation by Buyer's attorneys and private investigators into title records concerning Parcel 36A, Buyer believes that the Sellers have a 50% fee ownership interest in Parcel 36A, with the remaining 50% interest held by Sellers' cousins, Paul and Leslie Adams, as the heirs of Janet Watson Adams. However, such ownership is not presently shown in the chain of title in the Official Records of the City and County of San Francisco ("Official Records"). Therefore, in order to confirm the extent of the Sellers' ownership interest in Parcel 36A and facilitate the purchase and sale under this Agreement, Buyer desires to engage legal counsel to file a Heggstad petition and take such other legal action as may be required to establish Sellers' legal interest in Parcel 36A.

f. Buyer wishes to purchase and Sellers desire to sell all of Sellers' right, title and interest in Parcel 36 in accordance with the terms of this Agreement.

Agreement

1. Sellers agree to sell and Buyer agrees to purchase all of Seller's right, title and interest in and to Parcel 36 (the "Property") in accordance with and subject to the terms and conditions of this Agreement.

2. The Parties agree to maintain the existence of this Agreement and the terms and conditions hereof as private among their extended family, except as may be necessary to accomplish the purposes of this Agreement. Sellers will not share any documents of any kind in connection with this Agreement with any third party (other than Sellers' counsel and Sellers' extended family members), without the express permission of Buyer.

3. At Closing (as defined below), Buyer agrees to pay a total of $80,000 (the "Purchase Price") to Sellers ($16,000 to each Seller) for the conveyance to Buyer of the Property. The Property will be conveyed to Buyer pursuant to a Quitclaim Deed in a form prepared and approved by Buyer's counsel (the "Deed").

Within five (5) days of the full execution of this Agreement, Buyer shall send $300 to each Seller, for a sum of $1,500 (the "**Independent Consideration**"), by check sent to the mailing address provided by each Seller. Such sum shall not be refundable to Buyer, and shall represent consideration for this Agreement. The Independent Consideration shall serve as consideration for the granting of the time periods herein contained for Buyer to exercise Buyer's right to satisfy and approve all of Buyer's conditions herein contained in this Agreement. The Independent Consideration is in addition to the Purchase Price.

4. The Parties hereby agree to execute such other documents and perform such other acts as may be necessary or appropriate to carry out the purposes of this Agreement.

5. Buyer has engaged legal counsel to take such legal action (including filing a Heggstad petition) as Buyer reasonably determines is required to establish Seller's ownership interest in the Property. The scope and cost of such proceedings shall be subject to the prior approval of Buyer, and Buyer agrees to pay for all such approved fees and costs so incurred in such action(s). The Sellers shall have no responsibility whatsoever for payment of any such costs or legal fees. Should Sellers engage separate legal counsel, Sellers shall be responsible for payment of fees and/or costs of its own such counsel. Buyer will have ultimate responsibility for and control over any attorney, consultant, or other agent that may be engaged by Buyer in furtherance of the confirmation of Sellers' ownership interest in the Property. Buyer may terminate this Agreement by delivery of written notice if Buyer in good faith determines that the legal and record status of Seller's ownership interest in Parcel 36 (if any) is not satisfactory to Buyer.

6. The Sellers agree to fully cooperate in good faith with Buyer and Buyer's attorneys and agents in their mutual efforts to confirm the Sellers' interest in the Property,

including but not limited to providing all pertinent documents relating to the Franklin & Marilyn Watson Trust DTD 12/15/1992 and signing or otherwise supporting any trust petition or probate action that may be required to confirm the Seller's legal interest in the Property. Sellers further agree to fully cooperate in good faith with Buyer and Buyer's attorneys and agents in their mutual efforts to transfer Sellers' legal interest in the Property to Buyer with free and clear title, to the greatest extent that circumstances allow. The Sellers commit to making themselves reasonably available to Buyer and Buyer's attorneys and agents through the duration of this Agreement to accomplish the purpose of this Agreement with diligence and expediency. The Sellers further commit to use good faith and fair dealing in any later effort by Buyer to establish or purchase the remaining legal interests that may be held by the Sellers' family members; however, Sellers shall not incur or be responsible for any costs in connection with any such later efforts by Buyer. The Sellers will not disclose to any third party outside their extended family any documents or information gained in connection with this Agreement, including that which may be used by Seller's family members to establish their legal interest in the Property without Buyer's express permission.

7. It shall be a condition of Closing that Buyer has delivered written notice to Sellers ("Buyer's Notice") that Buyer has approved the status of Seller's ownership interest in the Property and all other matters related to the Property and is prepared to proceed with the Closing. If Buyer does not deliver Buyer's Notice approving the status of Seller's ownership of the Property within eighteen months of the full execution of this Agreement then this Agreement shall be terminated, provided however, that upon notice to and approval by Sellers, which approval shall not be unreasonably withheld, Buyer shall have the right to extend such eighteen month period for an additional period reasonably estimated by Buyer to be required to resolve Seller's ownership interest in the Property. This Agreement shall remain in full force and effect during such extended period.

8. The closing of the purchase and sale ("Closing") shall be consummated through an escrow account established by Buyer with a nationally recognized title insurance company or other licensed escrow holder ("Escrow Holder"). Escrow Holder shall proceed in accordance with the terms of this Agreement and separate instructions of the Parties consistent with this Agreement. The Parties may agree to an alternate method for consummating the Closing acting in their sole but reasonable discretion.

9. Within ten (10) business days after the delivery of Buyer's Notice, the Parties shall deliver the following to Escrow Holder, who shall hold such documents and funds in accordance with this Agreement: (a) Buyer shall deliver the Purchase Price, and (b) Sellers shall deliver the Deed (duly notarized, acknowledged and in recordable form). Upon receipt of such funds and documents, Escrow Holder shall cause the Deed to be recorded in the Official Records of the County of San Francisco and upon confirmation of such recordation disburse the Purchase Price to Sellers. Costs of recording a Deed to the Property in Sellers' names, notary fees to deliver the duly notarized and acknowledged Deed, the Escrow Holder, transfer taxes and recording fees shall be paid by Buyer. Buyer further agrees to pay any and all outstanding property taxes that may be due on the Property as a condition of this Agreement.

10. Time is of the essence in the performance of the Parties' respective obligations under this Agreement.

11. In recognition of the significant sums Buyer has expended to discover Sellers' interest in the Property, and of the sums Buyer will expend to formally establish Sellers' legal interest in the Property, the Sellers agree to be bound by the terms of this Agreement and herein commit to the sale and transfer of any interest they may have in the Property to Buyer (only) during the term of this Agreement. During the term of this Agreement, Seller (a) will not make, accept or negotiate the terms of any proposal or agreement concerning the Property to or with any other party and (b) shall not transfer, convey or encumber any interest in the Property. Any action taken in breach of the foregoing will be null, void and of no force or effect. Buyer may use all available legal remedies to enforce this Agreement, including injunctive relief and specific performance.

12. This Agreement shall have no impact or effect on Buyer's existing right, title or interest in and to Parcel 36.

13. This Agreement represents the entire Agreement between the Parties, and may be amended or modified only with the written consent of the parties hereto.

14. This Agreement may be executed in two or more counterparts and when so executed shall have the same force and effect as though all signatures appear on one document. Delivery via email or PDF transmission of a counterpart of this Agreement executed by the party(ies) making such delivery shall constitute a valid execution and delivery of this Agreement for all purposes as if such party had delivered an original counterpart. Signatures may also be transmitted using electronic signature technology.

15. All notices or other documents to be provided pursuant to this Agreement shall be sent via email or nationally-recognized overnight courier to the addresses specified below such parties' signature. Notices may be sent by the Parties' representatives.

SELLERS:

Lauren W. Cesare

Lauren Watson Cesare

Date: June 17, 2024

BUYER:

17th & Peralta

By **Alejandro Menendez**

Title: _____

Date: _____

10. Time is of the essence in the performance of the Parties' respective obligations under this Agreement.

11. In recognition of the significant sums Buyer has expended to discover Sellers' interest in the Property, and of the sums Buyer will expend to formally establish Sellers' legal interest in the Property, the Sellers agree to be bound by the terms of this Agreement and herein commit to the sale and transfer of any interest they may have in the Property to Buyer (only) during the term of this Agreement. During the term of this Agreement, Seller (a) will not make, accept or negotiate the terms of any proposal or agreement concerning the Property to or with any other party and (b) shall not transfer, convey or encumber any interest in the Property. Any action taken in breach of the foregoing will be null, void and of no force or effect. Buyer may use all available legal remedies to enforce this Agreement, including injunctive relief and specific performance.

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15. All notices or other documents to be provided pursuant to this Agreement shall be sent via email or nationally-recognized overnight courier to the addresses specified below such parties' signature. Notices may be sent by the Parties' representatives.

SELLERS:

_____

Lauren Watson Cesare

Date: _____

_____

BUYER:

17th & Peralta

_____

By **Alejandro Menendez**

Title: Managing Member

Date: 6/13/2024

SELLERS:

Lauren Watson Cesare

Date: _____



Linda Watson

Date: June 15, 2024

Lisa C. Watson

Date: _____

Douglas C. Watson

Date: _____

David G. Watson

Date: _____

SELLERS' ADDRESSES

Lauren Watson Cesare
1521 Cherry Valley Dr.
San Jose, CA 95125
cesarelaw@cesarelawfirm.com

BUYER:

17th & Peralta

By Alejandro Menendez

Title: _____

Date: _____



By **Rudy Rucker**

Title: Managing Member

Date: Jun 18, 2024

BUYER'S ADDRESS

933 Treat Ave.
San Francisco, CA 94110

Email: _____

Linda Watson

Date: _____

Lisa C. Watson

Lisa C. Watson

Date: June 14, 2024

Douglas C. Watson

Date: _____

David G. Watson

Date: _____

SELLERS' ADDRESSES

Lauren Watson Cesare
1521 Cherry Valley Dr.
San Jose, CA 95125
cesarelaw@cesarelawfirm.com

Linda Watson
25743 Flanders Place
Carmel, CA 93923-8303

lindawatson2@aol.com

Lisa C. Watson
25743 Flanders Place
Carmel, CA 93923-8303
lcwcarmel@aol.com

Douglas C. Watson
333 Gladys Dr.
Pleasant Hill, CA 94523

_____

By **Rudy Rucker**

Title: _____

Date: _____

BUYER'S ADDRESS

933 Treat Ave.
San Francisco, CA 94110

Email: _____

Linda Watson

Date: _____

Lisa C. Watson

Date: _____

Douglas C. Watson

Date: 6/18/2024

David G. Watson

Date: _____

SELLERS' ADDRESSES

Lauren Watson Cesare
1521 Cherry Valley Dr.
San Jose, CA 95125
cesarelaw@cesarelawfirm.com

Linda Watson
25743 Flanders Place
Carmel, CA 93923-8303

lindawatson2@aol.com

Lisa C. Watson
25743 Flanders Place
Carmel, CA 93923-8303
lcwcarmel@aol.com

Douglas C. Watson
333 Gladys Dr.
Pleasant Hill, CA 94523

_____
By **Rudy Rucker**

Title: _____

Date: _____

BUYER'S ADDRESS

933 Treat Ave.
San Francisco, CA 94110

Email: _____

Title: _____

_____
Lisa C. Watson

Date: _____

Date: _____

_____
Douglas C. Watson

BUYER'S ADDRESS

Date: _____

933 Treat Ave.
San Francisco, CA 94110

__David G. Watson_____
David G. Watson

Email:_____

Date: June 17, 2024

SELLERS' ADDRESSES

Lauren Watson Cesare
1521 Cherry Valley Dr.
San Jose, CA 95125
cesarelaw@cesarelawfirm.com

Linda Watson
25743 Flanders Place
Carmel, CA 93923-8303

lindawatson2@aol.com

Lisa C. Watson
25743 Flanders Place
Carmel, CA 93923-8303
lcwcarmel@aol.com

Douglas C. Watson
333 Gladys Dr.
Pleasant Hill, CA 94523
doug.watson@bridgerfund.com

David G. Watson
14 Cardiff Place
Alamo, CA 94507

dgwatson02@yahoo.com

EXHIBIT 6

ifornia, and ex-officio Clerk of the Superior Court, in and for said City and County, hereby certify, the foregoing to be a full, true and correct copy of the original Decree Establishing Title in the above entitled cause, filed in my office on the 7th day of March, A.D. 1912.

ATTEST my hand and seal of said Court, this 7th day of March, 1912.

(Seal) H. I. MULCREVY, Clerk.

By H. I. PORTER, Deputy Clerk.

A true copy of original recorded at request of Clara Schranz, Mar. 7, 1912 at 33 min. past 10 A.M.

No. M. 34283 Fee $2.00 Fol. 17. County Recorder.

JJDJJDJJDJJDJJDJJDJJDJJDJJDJJDJJDJJDJJDJJDJJDJJDJJDJJDJJDJJDJJDJJDJJDJJDJJDJJDJJDJJDJJDJJDJJDJJD

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE CITY AND COUNTY OF SAN FRANCISCO.

SOUTHERN PACIFIC RAILROAD COMPANY, PLAINTIFF, VS. ALL PERSONS CLAIMING ANY INTEREST IN OR LIEN UPON THE REAL PROPERTY HEREINAFTER DESCRIBED, OR ANY PART THEREOF, DEFENDANTS.

No. 19,851. Dept. No. 8.

FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECREE.

THE above entitled cause having come on regularly for hearing on the 19th day of January, 1912, before the Court sitting without a jury, a jury trial having been expressly waived by the parties appearing in said action, Frank McGowan, Esq., and Frank Shay, Esq., appearing as Counsel for Plaintiff, and Percy V. Long, Esq., City Attorney, and Daniel S. O'Brien, Assistant City Attorney, of the CITY AND COUNTY OF SAN FRANCISCO, appearing as Counsel for said City and County; J. F. Bowie, Esq., appearing as Counsel for the Defendant J. H. KRUSE; Messrs. Wilson & Wilson, appearing as Counsel for Defendant LOUISE R. BARROILHET; Edward C. Harrison, Esq., appearing as Counsel for Defendants GEORGE S. CRIM, WM. H. CRIM, GRACE M. CRIM, SAMUEL CRIM and WILLIAM H. CRIM, JR.; Messrs. Perry & Bailey, appearing as Counsel for Defendant WILHEMINA ROHDE; Chas. S. Wheeler, Esq., appearing in propria persona; R. H. Countryman, Esq., appearing as Counsel for Defendant JOHN G. KLUMPKE; Thos. E. Haven, Esq., appearing as Counsel for Defendant MARY S. COLE; Messrs. Devota, Richardson & Devota, appearing as Counsel for Defendants ANNA C. INGELS and MARTHA H. POPPE. W. F. Sawyer, having heretofore appeared as Counsel for A. C. FREEMAN and GEORGE E. BATES, and having filed their answers herein, announced the death of A. C. Freeman and the due appointment by the Superior Court of the State of California, in and for the City and County of San Francisco, of MABEL FREEMAN as Executrix of the last will of A. C. Freeman, deceased, and stated that he, said W. F. Sawyer, had succeeded to the interests and titles of said George E. Bates and said A. C. Freeman in and to the real property described in the answers heretofore filed herein by said A. C. Freeman and said George E. Bates. By permission of the Court, the answers of W. F. Sawyer, successor to the interests and titles aforesaid, and Mabel Freeman, as Executrix of the last will and testament of A. C. Freeman, deceased, were filed herein. The Defendant, V. GAMBONI MAZZITELLI heretofore filed his answer herein through his counsel H. M. Anthony, Esq.; the Defendant WM. GISELMAN, as Trustee, heretofore filed his answer herein by his Attorney Ryland B. Wallace, Esq. Counsel for Plaintiff, by permission of the Court, filed proof of service of notice of

time of trial upon all of the Defendants herein. No other person having appeared in said action or answered the complaint filed herein within the time allowed by law or at all, the defaults of all persons not appearing herein were ordered entered. Witnesses on behalf of the respective parties were duly sworn and examined and documentary evidence was introduced by and on behalf of the respective parties and the cause was submitted to the Court for consideration and decision.

AND it appearing to the satisfaction of the Court from the pleadings in said action and from the evidence offered at the hearing that said Plaintiff filed its duly verified complaint herein on the 19th day of January, 1910, and that said verified complaint contained all matters and things required by and specified in that certain Act of the Legislature of the State of California, entitled "An Act _____ for the Establishment and Quieting of Title to Real Property in Case of the Loss or Destruction of Public Records", approved June 16, 1906, and the Act of said Legislature supplementary thereto, approved March 23, 1907.

AND it further appearing to the satisfaction of the Court from the files and records herein and from the evidence offered at this hearing, that upon the filing of said complaint, summons was duly issued under the seal of this Court on, to-wit, said 19th day of January, 1910, and that said summons was in the form and contained all the matters and things required by and specified in said Act of the Legislature of the State of California, approved June 16, 1906, hereinbefore mentioned.

AND it further appearing to the satisfaction of the Court from the evidence submitted at the hearing that said summons was duly published in The Evening Post, a newspaper of general circulation published in said City and County of San Francisco, that being the City and County in which this action was brought, and said newspaper being the newspaper designated by an order of this Court duly signed and filed with the Clerk, and that said summons was published once a week for consecutive weeks for a period of two months, beginning on the 22nd day of January, 1910, and that to each publication thereof was appended the memorandum required by said Act of the Legislature of the State of California, approved June 16, 1906, hereinabove mentioned; and it further appearing from the testimony adduced at the hearing that a copy of said summons, together with a copy of said memorandum, was posted in a conspicuous place on each separate parcel of the property described in the complaint filed in said action within 15 days after the first publication of said summons.

AND it further appearing to the satisfaction of the Court that at the time Plaintiff filed its complaint herein it also filed therewith the affidavit of its Vice-President, E. E. CALVIN, which affidavit contained all the matters and things and was in the form prescribed by said Act of the Legislature of the State of California, approved June 16, 1906.

AND it further appearing to the satisfaction of the Court that Plaintiff, at the time of filing the complaint herein, duly recorded in the office of the County Recorder of said City and County of San Francisco on said 19th day of January, 1910, a notice of the pendency of this action, which notice contained the object of the action and a particular description of the real property affected thereby, and that said notice was duly recorded, entered and indexed by said Recorder as required by said Act of said Legislature last hereinabove mentioned; and it also appearing to the satisfaction of the Court that said County Recorder duly entered a reference to the date of filing of said notice and to the book and

page of the record thereof upon a map or plat of parcels of land kept by him for that purpose, as required by law, and on those parts of the map or plat representing each individual parcel of land described in said complaint.

AND it further appearing to the satisfaction of the Court that no person or persons, other than those who have appeared in this action, have filed in the office of the County Recorder of said City and County of San Francisco any notice of ownership and claim to real property, provided for by an Act of the Legislature of the State of California, approved March 23, 1907, which Act is supplementary to said Act approved June 16, 1906, which relates to or affects the real property described in Plaintiff's said complaint, or any part or parcel thereof.

AND it further appearing to the satisfaction of the Court that there is no other action pending in this Court which relates to or affects the real property described in Plaintiff's said complaint, or any part or parcel thereof, except as hereinafter mentioned.

NOW, THEREFORE, the Court finds:

1- THAT Plaintiff, at the time of the commencement of this action, was, ever since has been and now is the owner of and has and at all of said times had an estate of inheritance in all of that certain real property described in said complaint as Parcels 1, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 22, 23, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 47, 48, 49, 50, 51, 52, 53 and 54.

2- THAT with respect to the parcel of real property described in said complaint as Parcel 2, being all of Block 15 of the South Beach and Water Lot Survey, Plaintiff at the time of the commencement of this action was, ever since has been and now is the owner in fee of and has and at all of said times had an estate of inheritance in all of said parcel except as follows:

(a) THAT part thereof in which the Defendant Louise R. Barroilhet claimed a reversionary title, and described in her answer filed herein, to-wit: that certain parcel of land situate in the City and County of San Francisco, State of California,

COMMENCING at a point on the Northwesterly line of King Street distant thereon 45 feet and 10 inches Southwesterly from the intersection of the Northwesterly line of King Street with the Southwesterly line of Fourth Street, and running thence Southwesterly and along said line of King Street 68 feet and 9 inches; thence at a right angle Northwesterly 60 feet; thence at a right angle Northeasterly 22 feet and 11 inches; thence at a right angle Northwesterly 60 feet to the Southerly line of Jewett Street; thence Northeasterly and along said line of Jewett Street 45 feet and 10 inches; thence at a right angle Southeasterly 120 feet to the point of commencement; being portions of Lots 387, 388 and 389 of said South Beach Block No. 15;

THAT since the commencement of this action the Plaintiff herein on the 20th day of December, 1911, purchased from said Louise R. Barroilhet her right, title and interest in said parcel of land, and ever since said date Plaintiff has been and now is the owner and in the exclusive and peaceable possession thereof.

(b) LOT BEGINNING at a point on the Northwesterly line of King Street distant thereon 114 feet 7 inches Southwesterly thereon from the corner formed by the intersection of the Southwesterly line of 4th Street with the Northwesterly line of King Street, and running

thence Southwesterly and along said Northwesterly line of King Street 22 feet 11 inches; thence at a right angle Northwesterly 120 feet; thence at a right angle Northeasterly 45 feet 10 inches; thence at a right angle Southeasterly 60 feet; thence at a right angle Southwesterly 22 feet 11 inches; thence at a right angle Southeasterly 60 feet to the point of commencement; being part of Lots 387, 388 and 389 in said South Beach Block 15.

(c) LOT BEGINNING on the Southeasterly line of Townsend Street, distant thereon 183 feet 4 inches Southwesterly from the Southwesterly line of 4th Street, and running thence Southwesterly and along said Southeasterly line of Townsend Street 91 feet 8 inches; thence at a right angle Southeasterly 120 feet to the Northwesterly line of Jewett Street; thence at a right angle Northeasterly and along said line of Jewett Street 91 feet 8 inches; thence at a right angle Northwesterly 120 feet to the Southeasterly line of Townsend Street and point of commencement; being part of Lots 396 and 397 in said South Beach Block 15.

(d) LOT BEGINNING at a point on the Northwesterly line of King Street, distant thereon 229 feet 2 inches Southwesterly from the Southwesterly line of 4th Street, running thence Southwesterly and along said Northwesterly line of King Street 45 feet 10 inches; thence at a right angle Northwesterly 120 feet to the Southeasterly line of Jewett Street; thence at a right angle Northeasterly and along the said line of Jewett Street 45 feet 10 inches; thence at a right angle Southeasterly 120 feet to the Northwesterly line of King Street and the point of commencement; being Lot 398 in said South Beach Block 15.

(e) LOT 399 in said South Beach Block 15.

(f) LOT BEGINNING on the Northwesterly line of Jewett Street 275 feet Southwesterly from the Southwesterly line of Fourth Street, running thence Southwesterly along said line of Jewett Street 45 feet 10 inches, with a uniform depth of 60 feet, being part of Lot 400 in said South Beach Block 15.

(g) LOT BEGINNING on the Northwesterly line of King Street 320 feet 10 inches Southwesterly from the Southwesterly line of 4th Street; thence Southwesterly 45 feet 10 inches, with a uniform depth of 60 feet, being part of South Beach Block 15.

(h) LOT COMMENCING at a point on the Northwesterly line of King Street, distant thereon 366 feet 8 inches Northwesterly from the Southwesterly line of 4th Street, and running thence Southwesterly along said Northwesterly line of King Street 45 feet 10 inches; thence at a right angle Northerly 120 feet; thence at a right angle Easterly 45 feet 10 inches; thence at a right angle Southerly 120 feet to the point of commencement, being Water Lot No. 403 in said South Beach Block No. 15.

(i) LOT BEGINNING on the Northwesterly line of King Street 366 feet 8 inches Northeasterly from the Northeasterly line of 5th Street, and running thence Northeasterly along said line of King Street 22 feet 11 inches, with a uniform depth of 60 feet, being part of Lot 406 in said South Beach Block 15.

(j) A strip of land having a uniform width of 35 feet, extending from the Westerly line of 4th Street to the Easterly line of 5th Street, the Northerly boundary thereof being parallel to the Southerly line of Townsend Street and 120 feet Southerly therefrom, and the Northerly line thereof being parallel to the Northerly line of King Street and 120 feet Northerly therefrom, the same being a public street known as Jewett Street.

THAT Plaintiff is and at all the times hereinabove mentioned has been in the actual

and peaceable possession of all of said parcel, except so much thereof as is included within the lines of Jewett Street; that on the 26th day of March, 1851, all of said parcel of land was owned in fee simple by the State of California; that by Act of its Legislature, approved on said 26th day of March, 1851, said State of California granted to the City of San Francisco, then a Municipal Corporation in said State, the use and occupation of said real property for the term of 99 years from said last mentioned date; that the said right to the use and occupation of said real property for said term of 99 years duly passed to and at all of the times herein mentioned was and now is owned by and vested in said Plaintiff; that subject to said right of use and occupation the fee simple title to said real property remained on said 26th day of March, 1851, in said State of California, being the reversion of said real property and being usually known as and called the "State Title"; that pursuant to Acts of the Legislature of the State of California, providing for the sale of the interest of said State in the lands described in said Act of March 26, 1851, the said reversion or State Title was duly sold by said State and conveyances thereof were duly made by said State to the purchasers of said reversion or State Title covering all of said South Beach Block 15, and were duly recorded in the office of the County Recorder of the County of San Francisco; that by mesne conveyances, duly executed and recorded, the Plaintiff at the time of the commencement of this action was, ever since has been and now is the owner of said reversion or State Title in and to all of said parcel of land, to-wit, said South Beach Block No. 15, except as hereinabove in this finding stated.

THAT ever since February 13, 1868, and at the time of the commencement of this action, the Defendant John G. Klumpke was, ever since continuously has been and still is the owner of said reversion or State Title to the parcel of land referred to in this finding as exception "b"; that at the time of the commencement of this action the Defendant Wm. Giselman, as Trustee, was, ever since has been and still is the owner of the said reversion or State Title to the parcels of land referred to in this finding as exceptions "c" and "d"; that at the time of the commencement of this action the Defendant Wm. Jacoby was, ever since has been and now is the owner of the reversion or State Title to the parcels of land referred to in this finding as exceptions "e", "f" and "g"; that at the time of the commencement of this action, the Defendant Mary S. Cole was, ever since has been and still is the owner of said reversion or State Title to that parcel referred to in this finding as exception "h"; that at the time of the commencement of this action, Defendant B. P. Lapachet was, ever since has been and now is the owner of the reversion or State Title to that parcel referred to in this finding as exception "i"; that at the time of the commencement of this action, the parcel of land described in exception "j" was, ever since has been and now is a public street, of the City and County of San Francisco, and known as Jewett Street.

3- THAT with respect to the parcel of real property described in said complaint as Parcel 3, being all of Block 20 of the South Beach and Water Lot Survey, Plaintiff at the time of the commencement of this action was, ever since has been and now is the owner in fee of and has at all of said times had an estate of inheritance in all of said parcel except Water Lots 572 and 581, and so much of said parcel as is described as follows:

BEGINNING at the point formed by the intersection of the Southerly or Southeasterly line of Townsend Street with the Northerly or Northeasterly line of 6th Street, and running thence Southerly or Southeasterly along said line of 6th Street 137-1/2 feet; thence at a

right angle Northeasterly and parallel to said line of Townsend Street 137-1/2 feet; thence at a right angle Northwesterly and parallel to said line of 6th Street 137-1/2 feet to Townsend Street; thence at a right angle Westerly or Southwesterly along the said line of Townsend Street 137-1/2 feet to 6th Street and point of beginning, being a portion of South Beach Block No. 20.

THAT Plaintiff is and at all of the times hereinabove mentioned has been in the actual and peaceable possession of all of said parcel; that on the 26th day of March, 1851, all of said parcel of land was owned in fee simple by the State of California; that by Act of its Legislature, approved on said 26th day of March, 1851, said State of California granted to the City of San Francisco, then a Municipal Corporation in said State, the use and occupation of said real property for the term of 99 years from said last mentioned date; that the said right to the use and occupation of said real property for said term of 99 years duly passed to and at all of the times herein mentioned was and now is owned by and vested in said Plaintiff; that subject to said right of use and occupation the fee simple title to said real property remained on said 26th day of March, 1851, in said State of California, being the reversion of said real property and being usually known as and called the "State Title"; that pursuant to Acts of the Legislature of the State of California, providing for the sale of the interest of said State in the lands described in said Act of March 26, 1851, the said reversion or State Title was duly sold by said State and conveyances thereof were duly made by said State to the purchasers of said reversion or State Title covering all of said South Beach Block 20, and were duly recorded in the office of the County Recorder of the County of San Francisco; that by mesne conveyances, duly executed and recorded, the Plaintiff at the time of the commencement of this action was, ever since has been and now is the owner of said reversion or State Title in and to all of said parcel of land, namely, Block 20 of the South Beach and Water Lot Survey, except such parts thereof as are hereinbefore in this finding excepted; that at the time of the commencement of this action George E. Bates and A. C. Freeman were the owners of said reversion or State Title to said Lot 572; that since the commencement of this action, the titles and interests of said George E. Bates and A. C. Freeman have passed to W. F. Sawyer and are now held and owned by him, subject only to the administration of the estate of A. C. Freeman, deceased; that the Defendant J. G. Klumpke at the time of the commencement of this action was, ever since has been and now is the owner of said reversion or State Title to said Lot No. 581; that the Defendant Chas. S. Wheeler at the time of the commencement of this action was, ever since has been and now is the owner of the said reversion or State Title to the parcel of land in this finding specifically described as,

BEGINNING at the point formed by the intersection of the Southerly or Southeasterly line of Townsend Street with the Northerly or Northeasterly line of 6th Street, and running thence Southerly or Southeasterly along said line of 6th Street 137-1/2 feet; thence at a right angle Northeasterly and parallel to said line of Townsend Street 137-1/2 feet; thence at a right angle Northwesterly and parallel to said line of 6th Street 137-1/2 feet to Townsend Street; thence at a right angle Westerly or Southwesterly along the said line of Townsend Street 137-1/2 feet to 6th Street and point of beginning, being a portion of South Beach Block No. 20.

4- THAT with respect to the parcel of land described in said complaint as Parcel 21,

Plaintiff at the time of the commencement of this action was, ever since has been and now is the owner in fee of and has and at all of said times had an estate of inheritance in all thereof as lies between the Westerly line of Bartlett Street and the Easterly line of Orange Alley; that at the time of the commencement of this action Plaintiff was, ever since has been and now is in the actual and exclusive possession of all of said Parcel 21; that so much of said parcel as lies between the Westerly line of Bartlett Street and the Easterly line of Orange Alley was, in the year 1863, conveyed by John Center to the San Francisco & San Jose Railroad Company, predecessor of Plaintiff, for the right of way for its railroad; that Plaintiff herein has succeeded to all of the rights and titles of said San Francisco & San Jose Railroad Company; that in and by said deed of conveyance executed by said John Center it was expressly provided that in the event the use of said land as a right of way for said railroad should be at any time abandoned or should at any time be discontinued for a period of six months, the title and right to the possession thereof should revert to the grantor, to-wit: John Center; that the John Center Company, George S. Crim, William H. Crim, Grace M. Crim, Samuel M. Crim and William H. Crim, Jr., successors to said John Center, are, and, at the time this action was commenced, were, the owners in fee of so much of said Parcel 21 as lies between the Westerly line of Bartlett Street and the Easterly line of Orange Alley, subject only to the right of way of Plaintiff herein for railroad purposes and subject to the conditions hereinabove mentioned.

5- THAT with respect to the parcel of land described in said complaint as Parcel 24, the Plaintiff at the time of the commencement of this action was, ever since has been and now is the owner in fee of and has and at all of said times had an estate of inheritance in, and is and at all of said times has been in the actual and peaceable possession of, all of said parcel of land except so much thereof as is included in and covered by decree entered by the Superior Court of the State of California in and for the City and County of San Francisco, in the suit of Wilhemina Rohde versus All Persons, etc., numbered 11,446, on the 23rd day of March, 1909, to-wit:

BEGINNING at a point on the Northerly right of way line of the Southern Pacific Railroad Company at a point 137 feet 6 inches Southerly from the Southerly line of 24th Street and 15 feet 6 inches Easterly from the Easterly line of Howard Street, and running thence Northeasterly along said line of said right of way to the Westerly line of Howard Street; thence Southerly along said Westerly line of Howard Street to a point 137 feet 6 inches Northerly from the Northerly line of 24th Street; thence at a right angle Westerly 15 feet 6 inches, more or less, to the point of beginning.

6- WITH respect to the parcels of real property described in said complaint as Parcel 25 and Parcel 26, Plaintiff at the time of the commencement of this action was, ever since has been and now is the owner in fee of and has and at all of said times had an estate of inheritance in, and is and at all of said times has been in the actual and peaceable possession of, all of said parcels of real property, except so much thereof as is included in and covered by decree entered July 20, 1910, in suit brought in the Superior Court of the State of California, in and for the City and County of San Francisco, entitled John H. Kruse vs. All Persons etc., No. 8200, a certified copy of which decree was duly recorded in the office of the County Recorder of said City and County of San Francisco; and except so much thereof as is included in and covered by decree entered June 30, 1908, in suit brought in the Superior Court of the

State of California, in and for the City and County of San Francisco, entitled Anna C. Ingels and Martha H. Poppe vs. All Persons etc., numbered 5419, a certified copy of which decree was recorded on July 1, 1908, in Liber 193 of Deeds, Page 54, Records of said City and County.

7- WITH respect to the parcels of real property described in said complaint as Parcel 27, Parcel 28 and Parcel 29, Plaintiff at the time of the commencement of this action was, ever since has been and now is in the actual and exclusive possession thereof; that said parcels of land were conveyed by John Center, in the year 1863, to the San Francisco and San Jose Railroad Company, predecessor of Plaintiff, for the right of way for its railroad; that Plaintiff herein has succeeded to all of the rights and titles of said San Francisco and San Jose Railroad Company; that in and by the deed of conveyance of said right of way executed by said John Center it was expressly provided that in the event the use of said land as a right of way for said railroad should be at any time abandoned or should at any time be discontinued for a period of six months, the title and right to the possession thereof should revert to the grantor, to-wit: John Center; that the Defendants, George S. Crim, Wm. H. Crim, Grace M. Crim, Samuel M. Crim and Wm. H. Crim, Jr., successors to said John Center, are and at the time of the commencement of this action were the owners of the fee to said parcels of land, described as Parcels 27 and 29 and to that part of said Parcel 28 lying South of a line parallel to the Southerly line of Twenty-second Street and distant 260 feet Southerly therefrom, and which lies also West of a line parallel to the Westerly line of Harrison Street and distant 122 feet and 6 inches Westerly therefrom, subject only to the right of way of Plaintiff herein for railroad purposes, and subject to the conditions hereinabove mentioned; that the John Center Company, successor to said John Center, is, and, at the time of the commencement of this action, was, the owner of the fee to the remainder of said Parcel 28, subject only to the right of way of Plaintiff herein for railroad purposes, and subject to the conditions hereinabove mentioned.

8- WITH respect to the parcel of real property described in said complaint as Parcel 46, Plaintiff at the time of the commencement of this action was, ever since has been and now is the owner in fee and has and at all of said times had an estate of inheritance therein; that Plaintiff is and at all of the times hereinabove mentioned has been in the actual and peaceable possession of all of said parcel; that it is not true that the Defendant V. Gamboni Mazzitelli at the time of the commencement of this action, or at any time since or for a long time prior to the commencement thereof or at any time whatsoever, was the owner in fee or the owner at all or entitled to the actual or peaceable possession or to the possession at all of said Parcel 46 described in said complaint, or any part thereof, and that said Defendant V. Gamboni Mazzitelli has not and never had any right, title or interest in or to said parcel or any part thereof.

8a- THAT on and prior to the 18th day of April, 1906, the said estate, right and title of Plaintiff and its predecessors in interest in and to said real property was evidenced, shown and established by, and could be traced and ascertained from, the public records in the office of the County Recorder of said City and County of San Francisco, and that such estate, right and title of Plaintiff and its predecessors in interest therein, and thereto on said last named date were and were shown by said public records to be good and merchantable; that on and prior to the said 18th day of April, 1906, divers and sundry instruments, deeds and

conveyances by, through and under which Plaintiff deraigns, derives and claims title to said parcels of real property herein described, and the several deeds, instruments and conveyances under and by virtue of which the fee simple title to said parcels of real property was and is vested in Plaintiff were duly recorded and were of record in the office of the County Recorder of said City and County of San Francisco, and were public records of said City and County; that on said 18th day of April, 1906, the public records in the office of the County Recorder of said City and County of San Francisco, including the said records in said office by which the said estate, right and title of Plaintiff in and to said real property were evidenced, shown and established, and including the said records of deeds, instruments and conveyances under which Plaintiff so claims, deraigns and derives title to said parcels of real property herein described, were destroyed in a material part by fire; that the public records of all deeds registered or recorded in the office of the County Recorder of said City and County of San Francisco, from and including the year 1849 to and including the 17th day of April, 1906, (excepting only such deeds as had been filed for record on and within thirty days next prior to said last mentioned date, and had not been actually copied into and entered upon the books of record kept for that purpose by said County Recorder) were, on said 17th day of April, 1906, contained in, and consisted of 2200 books or volumes kept by and in the office of said Recorder of said City and County of San Francisco; that on said 18th day of April, 1906, nearly all of said public records so as aforesaid in said office, viz: 1549 books or volumes thereof, were wholly destroyed by fire, and that said public records of deeds that were so destroyed included the records of some or all of the deeds under which Plaintiff derives and claims title to said parcels of real property herein described, and under and by virtue of which the fee simple title to said parcels of real property is vested in Plaintiff; that in addition to the said public records of deeds in said office of said County Recorder destroyed by fire as aforesaid, on said 18th day of April, 1906, there were also destroyed by fire on said date more than 1460 volumes of records of mortgages, more than 225 volumes of records of releases of mortgages, more than 65 volumes of records of declaration of homestead, 95 volumes of records of notice of liens, and very many volumes of mortuary records, records of marriages, miscellaneous records, records of maps and records of notices of pendency of actions; that by reason of said destruction of said public records, the record evidence of Plaintiff's title to and ownership of said parcels of real property was destroyed, and it became and is impossible to trace, with completeness or certainty, the record title to said real property, and such title cannot be ascertained, settled or determined from the public records now remaining undestroyed; that it is therefore necessary for Plaintiff to establish of record and quiet its title to said real property, and to determine all adverse claims thereto.

9- THAT Plaintiff, since it acquired the several parcels of real property described in said complaint, has never made any conveyance thereof nor of any interest therein, except such interest as is covered by Mortgages as follows:

(a) Mortgage executed by Southern Pacific Railroad Company of California on April 1, 1875, to D. O. Mills and Homer S. King, as Trustees for bondholders;

(b) Mortgage executed by Southern Pacific Railroad Company on September 15, 1893, to Central Trust Company of New York, as Trustee for bondholders;

(c) Mortgage executed by Southern Pacific Railroad Company on January 3, 1905, to The Equitable Trust Company of New York, as Trustee for bondholders;

all of which Mortgages were duly recorded in the office of the County Recorder of said City and County of San Francisco.

10- THAT all taxes levied upon or assessed against said parcels of land described in said complaint have been paid.

11- THAT Plaintiff herein has complied with all of the provisions of the Act of the Legislature of the State of California, entitled "An Act to Provide for the Establishment and Quieting of Title to Real Property in the Case of Loss or Destruction of Public Records", approved June 16, 1906, and with the provisions of the Act of said Legislature supplementary or amendatory thereto, approved March 23, 1907, in so far as the real property described in the complaint filed herein is concerned.

AND as conclusions of law from the foregoing findings of fact, the Court finds that the Plaintiff is entitled to judgment quieting its title to the real property described in said complaint in accordance with the foregoing findings.

WHEREFORE, IT IS ADJUDGED AND DECREED that the Plaintiff, Southern Pacific Railroad Company, at the time of the commencement of this action, was, ever since has been and now is the owner in fee simple absolute and in the actual and peaceable possession of all that certain real property situate in the City and County of San Francisco, State of California, particularly described as follows, to-wit:

PARCEL 1- (Described as Parcel 1 in the complaint) COMMENCING at the Southerly corner of Third and Townsend Streets and running thence Southwesterly and along the Southeasterly line of Townsend Street eight hundred and twenty-five (825) feet to the Northeasterly line of Fourth Street; thence at a right angle Southeasterly and along the Northeasterly line of Fourth Street two hundred and seventy-five (275) feet to the Northwesterly line of King Street; thence at a right angle Northeasterly and along the Northwesterly line of King Street eight hundred and twenty-five (825) feet to the Southwesterly line of Third Street; thence at a right angle Northwesterly and along the Southwesterly line of Third Street two hundred and seventy-five (275) feet to the point of commencement. Being 100 Vara Lots 156, 159 and 165.

PARCEL 2- (Described as Parcel 4 in the complaint) COMMENCING at the Southeasterly corner of Division and Vermont Streets and running thence Easterly and along the Southerly line of Division Street to a point distant thereon fifty-seven (57) feet Westerly from the Westerly line of Kansas Street; thence Southwesterly to a point on the Easterly line of Vermont Street, distant thereon two hundred and ninety-one (291) feet Northerly from the Northerly line of Alameda Street; thence Northerly and along the Easterly line of Vermont Street sixty-nine (69) feet to the point of commencement. Being a portion of Potrero Nuevo Block Number One Hundred and Thirty-three (133).

PARCEL 3- (Described as Parcel 5 in the complaint) COMMENCING at a point on the Easterly line of San Bruno Avenue (formerly Nebraska Street) distant thereon two hundred and sixteen and 22/100 (216-22/100) feet Northerly from the Northerly line of Alameda Street, and running thence Northerly and along the Easterly line of San Bruno Avenue forty-two and eight-tenths (42-8/10) feet; thence Northeasterly and parallel with the center line of the main track of the Southern Pacific Railroad Company's railroad to a point on the Westerly line of

Vermont Street, distant thereon three hundred and three and 46/100 (303-46/100) feet Northerly from the Northerly line of Alameda Street; thence Southerly and along the Westerly line of Vermont Street forty-six and two-tenths (46-2/10) feet; thence Westerly and parallel to the center line of the main track of the Southern Pacific Railroad Company's railroad to the point of commencement. Being a portion of Potrero Nuevo Block Number Ninety-nine (99).

PARCEL 4- (Described as Parcel 6 in the complaint) COMMENCING at a point on the Easterly line of Utah Street, distant thereon twelve and five-tenths (12-5/10) feet Northerly from an intersection with the center line of the Northerly track of the Southern Pacific Railroad Company's railroad and running thence Southerly along the Easterly line of Utah Street to a point distant thereon two hundred and twelve and 76/100 (212-76/100) feet Northerly from the Northerly line of Alameda Street; thence Easterly to a point on the Westerly line of San Bruno Avenue (formerly Nebraska Street) distant thereon two hundred and eleven and 96/100 (211-96/100) feet Northerly from the Northerly line of Alameda Street; thence Northerly and along the Westerly line of San Bruno Avenue forty-two and seven-tenths (42-7/10) feet; thence Westerly to the point of commencement. Being a portion of Potrero Nuevo Block Number Ninety-eight (98).

PARCEL 5- (Described as Parcel 7 in the complaint) COMMENCING at the Southeasterly corner of Potrero Avenue and Division Street and running thence Easterly and along the Southerly line of Division Street two hundred (200) feet to the Westerly line of Utah Street; thence at a right angle Southerly and along the Westerly line of Utah Street eighty (80) feet; thence at a right angle Westerly two hundred (200) feet to the Easterly line of Potrero Avenue; thence at a right angle Northerly and along the Easterly line of Potrero Avenue eighty (80) feet to the point of commencement. Being a portion of Potrero Nuevo Block Number Sixty-nine (69).

PARCEL 6- (Described as Parcel 8 in the complaint) COMMENCING at the Southeasterly corner of Hampshire and Division Streets and running thence Easterly along the Southerly line of Division Street two hundred (200) feet to the Westerly line of Potrero Avenue; thence at a right angle Southerly and along the Westerly line of Potrero Avenue eighty-six (86) feet and six (6) inches; thence Northwesterly in a straight line to a point on the Easterly line of Hampshire Street distant thereon seventy (70) feet Southerly from the Southerly line of Division Street; thence Northerly and along the Easterly line of Hampshire Street seventy (70) feet to the point of commencement. Being a portion of Potrero Nuevo Block Number Sixty-eight (68).

PARCEL 7- (Described as Parcel 9 in the complaint) COMMENCING at the Northeasterly corner of Division and York Streets and running thence Northerly along the Easterly line of York Street thirty-four (34) feet; thence Southeasterly in a straight line to a point on the Northerly line of Division Street, distant thereon one hundred and twenty-eight (128) feet and eleven (11) inches Easterly from the Easterly line of York Street; thence Westerly and along the Northerly line of Division Street one hundred and twenty-eight (128) feet and eleven (11) inches to the point of commencement. Being a portion of Potrero Nuevo Block Forty-five (45).

PARCEL 8- (Described as Parcel 10 in the complaint) COMMENCING at the Southeasterly corner of York and Division Streets and running thence Easterly along the Southerly line of

Division Street two hundred (200) feet to the Westerly line of Hampshire Street; thence at a right angle Southerly and along the Westerly line of Hampshire Street fifty-eight (58) feet and seven (7) inches; thence at a right angle Westerly two hundred (200) feet to the Easterly line of York Street; thence at a right angle Northerly and along the Easterly line of York Street fifty-eight (53) feet and seven (7) inches to the point of commencement. Being a portion of Potrero Nuevo Block Number Forty-five (45).

PARCEL 9- (Described as Parcel 11 in the complaint) COMMENCING at the Southeasterly corner of Bryant and Division Streets and running thence Easterly and along the Southerly line of Division Street two hundred (200) feet to the Westerly line of York Street; thence at a right angle Southerly and along the Westerly line of York Street fifty (50) feet; thence at a right angle Westerly two hundred (200) feet to the Easterly line of Bryant Street; thence at a right angle Northerly and along the Easterly line of Bryant Street fifty (50) feet to the point of commencement. Being a portion of Potrero Nuevo Block Number Forty-four (44).

PARCEL 10- (Described as Parcel 12 in the complaint) COMMENCING at the Southeasterly corner of Florida and Division Streets and running thence Southerly and along the Easterly line of Florida Street one hundred and fifty-two (152) feet nine and three-quarters (9-3/4) inches to a point on said line of Florida Street, distant thereon twenty-five (25) feet Northerly from the Northerly line of Alameda Street; thence Easterly and at a right angle to Florida Street one hundred (100) feet; thence at a right angle Northerly seventy-five (75) feet; thence at a right engle Easterly one hundred (100) feet to the Westerly line of Bryant Street; thence at a right angle Northerly and along the Westerly line of Bryant Street one hundred and forty-one (141) feet five and three-eighths (5-3/8) inches to the Southerly line of Division Street; thence Southwesterly and along the curved Southerly line of Division Street two hundred and eleven (211) feet eleven and one-quarter (11-1/4) inches to the point of commencement. Being a portion of Potrero Nuevo Block Number Twenty-three (23).

PARCEL 11- (Described as Parcel 13 in the complaint) ALL that portion of Potrero Nuevo Block Number Twenty-two (22), bounded by Florida, Alameda and Division Streets.

PARCEL 12-(Described as Parcel 14 in the complaint) ALL of Potrero Nuevo Block Number Twenty-one (21), being bounded by Alabama, Florida, Fifteenth, Alameda and Division Streets.

PARCEL 13- (Described as Parcel 15 in the complaint) COMMENCING at the Southeasterly corner of Fifteenth and Alabama Streets and running thence Easterly and along the Southerly line of Fifteenth Street two hundred (200) feet to the Westerly line of Florida Street; thence at a right angle Southerly and along the Westerly line of Florida Street one hundred and sixteen (116) feet; thence at a right angle Westerly two hundred (200) feet to the Easterly line of Alabama Street; thence at a right angle Northerly and along the Easterly line of Alabama Street one hundred and sixteen (116) feet to the point of commencement. Being a portion of Potrero Nuevo Block Number Twenty (20).

PARCEL 14- (Described as Parcel 16 in the complaint) COMMENCING at the Southwesterly corner of Fifteenth and Alabama Streets and running thence Southerly and along the Westerly line of Alabama Street two hundred and sixty-five (265) feet; thence at a right angle Westerly to the Southeasterly line of Division Street; thence Northeasterly and along the Southeasterly line of Division Street to the Southerly line of Fifteenth Street; thence Easterly and along

the Southerly line of Fifteenth Street twenty-one (21) feet and eleven (11) inches to the point of commencement. Being a portion of Potrero Nuevo Block Number Seven (7).

PARCEL 15- (Described as Parcel 17 in the complaint) A triangular piece of land in the Southeast corner of Potrero Nuevo Block Number Six (6), being bounded by Alabama, Division and Fifteenth Streets.

PARCEL 16- (Described as Parcel 18 in the complaint) COMMENCING at the Northwesterly corner of Twenty-fifth and Valencia Streets, and running thence Northerly and along the Westerly line of Valencia Street one hundred and sixty-two (162) feet and six (6) inches; thence at a right angle Westerly ninety (90) feet to the Easterly line of Poplar Alley; thence at a right angle Southerly and along the Easterly line of Poplar Alley one hundred and sixty-two (162) feet and six (6) inches to the Northerly line of Twenty-fifth Street; thence at a right angle Easterly and along the Northerly line of Twenty-fifth Street ninety (90) feet to the point of commencement. Being the South half of Lot 22 and all of Lots 23 and 24 as per "Map of Land of the San Francisco Homestead Union at the Pioneer Race Course", which Map is recorded in Volume 163 of Deeds at Page 1, Records of City and County of San Francisco. Being also a portion of Mission Block Number One Hundred and Sixty-nine (169).

PARCEL 17- (Described as Parcel 19 in the complaint) COMMENCING at the intersection of the Easterly line of Poplar Alley with the center line of the Southern Pacific Railroad Company's constructed railroad main line, and running Southerly and along the Easterly line of Poplar Alley to a point distant fifteen (15) feet from the aforesaid center line, measured radially in a Southeasterly direction therefrom; thence Northeasterly, parallel to and uniformly distant fifteen (15) feet from said center line to an intersection with a line drawn parallel to and distant sixty-five (65) feet from the Southerly line of Twenty-fifth Street, measured at right angles Southerly therefrom; thence Easterly along said line parallel to said Southerly line of Twenty-fifth Street, to the Westerly line of Valencia Street; thence at a right angle Northerly and along the Westerly line of Valencia Street sixty-five (65) feet to the Southerly line of Twenty-fifth Street; thence at a right angle Westerly and along the Southerly line of Twenty-fifth Street ninety (90) feet to the Easterly line of Poplar Alley; thence at a right angle Southerly and along the Easterly line of Poplar Alley to the point of commencement. Being a portion of Mission Block Number One Hundred and Eighty-four (184).

PARCEL 18- (Described as Parcel 20 in the complaint) COMMENCING at the intersection of the Easterly line of San Jose Avenue with the center line of the Southern Pacific Railroad Company's constructed railroad main line, and running thence Southerly and along the Easterly line of San Jose Avenue to a point distant fifteen (15) feet from the aforesaid center line, measured radially in a Southeasterly direction therefrom; thence Northeasterly, parallel to and uniformly distant fifteen (15) feet from said center line to an intersection with a line drawn parallel to and distant one hundred and thirty (130) feet from the Southerly line of Twenty-fifth Street measured at a right angle Southerly therefrom; thence Easterly along said line, parallel to said Southerly line of Twenty-fifth Street to the Westerly line of Poplar Alley; thence at a right angle Northerly and along the Westerly line of Poplar Alley one hundred and thirty (130) feet to the Southerly line of Twenty-fifth Street; thence at a right angle Westerly and along the Southerly line of Twenty-fifth Street to the Easterly line of San Jose Avenue; thence at a right angle Southerly and along the Easterly line of San Jose

Avenue to the point of commencement. Being a portion of Mission Block Number One Hundred and Eighty-four (184).

PARCEL 19- (Described as Parcel 22 in the complaint) COMMENCING at the intersection of the Westerly line of Mission Street with the center line of the Southern Pacific Railroad Company's constructed railroad main line, and running thence Northerly and along the said Westerly line of Mission Street to a point distant fifteen (15) feet from the aforesaid center line measured at right angles Northwesterly therefrom; thence Southwesterly parallel to and uniformly distant fifteen (15) feet from said center line to an intersection with the Easterly line of Bartlett Street; thence Southerly and along the Easterly line of Bartlett Street, crossing said center line to a point distant fifteen (15) feet from said center line measured at right angles Southeasterly therefrom; thence Northeasterly, parallel to and uniformly distant fifteen (15) feet from said center line to an intersection with the Westerly line of Mission Street; thence Northerly and along the Westerly line of Mission Street to the point of beginning. Saving and excepting from the above so much thereof as lies between the Easterly and Westerly lines of Osage Alley; being a portion of Mission Block Number One Hundred and Seventy (170).

PARCEL 20- (Described as Parcel 23 in the complaint) COMMENCING at the intersection of the Easterly line of Mission Street with the center line of the Southern Pacific Railroad Company's constructed railroad main line, and running thence Northerly and along the said Easterly line of Mission Street to a point distant fifteen (15) feet from the aforesaid center line measured at right angles Northwesterly therefrom; thence Northeasterly parallel to and uniformly distant fifteen (15) feet from said center line to an intersection with the Southerly line of Twenty-fourth Street; thence Easterly and along the said Southerly line of Twenty-fourth Street, crossing the said center line, to the Westerly line of Capp Street; thence at a right angle Southerly and along the Westerly line of Capp Street to a point distant fifteen (15) feet from the said center line measured at right angles Southeasterly therefrom; thence Southwesterly parallel to and uniformly distant fifteen (15) feet from said center line to an intersection with the Easterly line of Mission Street; thence Northerly and along the said Easterly line of Mission Street to the point of commencement. Saving and excepting from the above so much thereof as lies between the Easterly and Westerly lines of Lilac Alley. Being a portion of Mission Block Number One Hundred and Seventy-one (171).

PARCEL 21- (Described as Parcel 30 in the complaint) COMMENCING at the intersection of the Westerly line of San Jose Avenue and the center line of the Southern Pacific Railroad Company's constructed railroad main line, and running thence Northerly and along the said Westerly line of San Jose Avenue to a point distant fifteen (15) feet from the aforesaid center line, measured radially in a Northwesterly direction therefrom; thence Southwesterly parallel to and uniformly distant fifteen (15) feet from said center line to an intersection with the center line of Clipper Street produced; thence Easterly and along said center line of Clipper Street, crossing the aforesaid center line of the Southern Pacific Railroad Company's constructed railroad main line, to a point distant fifteen (15) feet from the said last mentioned center line, measured radially in a Southeasterly direction therefrom; thence Northeasterly, parallel to and uniformly distant fifteen (15) feet from said last mentioned center line to an intersection with the Westerly line of San Jose Avenue; thence Northerly

along the said Westerly line of San Jose Avenue to the point of commencement. Being a portion of Horner's Addition Block Number Seven (7).

PARCEL 22- (Described as Parcel 31 in the complaint) COMMENCING at the intersection of the Easterly line of Guerrero Street with the center line of the Southern Pacific Railroad Company's constructed railroad main line, and running thence Northerly and along the said Easterly line of Guerrero Street to a point distant twenty (20) feet measured at right angles Northwesterly from the aforesaid center line; thence Northeasterly, parallel to and uniformly distant twenty (20) feet from said center line to an intersection with the center line of Clipper Street produced; thence Easterly and along the aforesaid center line of Clipper Street, crossing the aforesaid center line of the Southern Pacific Railroad Company's constructed railroad main line, to a point distant twenty (20) feet from said last mentioned center line, measured radially in a Southeasterly direction therefrom; thence Southwesterly parallel to and uniformly distant twenty (20) feet from said last mentioned center line to an intersection with the Easterly line of Guerrero Street; thence Northerly and along the Easterly line of Guerrero Street to the point of commencement. Being a portion of Horner's Addition Block Number Six (6).

PARCEL 23- (Described as Parcel 32 in the complaint) COMMENCING at the intersection of the Westerly line of Guerrero Street with the center line of the Southern Pacific Railroad Company's constructed railroad main line and running thence Northerly and along the said Westerly line of Guerrero Street to a point distant thirty (30) feet, measured at right angles Northwesterly from the aforesaid center line; thence Southwesterly, parallel to and uniformly distant thirty (30) feet from the said center line to an intersection with the Northerly line of Twenty-sixth Street; thence Easterly and along the said Northerly line of Twenty-sixth Street, crossing the said center line, to the Westerly line of Guerrero Street; thence Northerly and along the Westerly line of Guerrero Street to the point of commencement. Being a portion of Horner's Addition Block Number Thirty-two (32).

PARCEL 24- (Described as Parcel 33 in the complaint) COMMENCING at the intersection of the Southerly line of Twenty-sixth Street with the center line of the Southern Pacific Railroad Company's constructed railroad main line and running thence Westerly and along the Southerly line of Twenty-sixth Street to a point distant fifty (50) feet from the aforesaid center line, measured at right angles Northwesterly therefrom; thence Southwesterly, parallel to and uniformly distant fifty (50) feet from said center line to an intersection with the Northerly line of Army Street; thence Easterly and along the Northerly line of Army Street, crossing the said center line, to a point distant thirty (30) feet from said center line, measured radially in a Southeasterly direction therefrom; thence Northeasterly, parallel to and uniformly distant thirty (30) feet from said center line to an intersection with the Southerly line of Twenty-sixth Street; thence Westerly and along the Southerly line of Twenty-sixth Street to the point of commencement. Being a portion of Horner's Addition Block Number Thirty-three (33).

PARCEL 25- (Described as Parcel 34 in the complaint) COMMENCING at the intersection of the Southerly line of Army Street with the center line of the Southern Pacific Railroad Company's constructed railroad main line, and running thence Westerly and along the said Southerly line of Army Street to a point distant fifty (50) feet from the aforesaid center line

measured radially in a Northwesterly direction therefrom; thence Southwesterly, parallel to and uniformly distant fifty (50) feet from said center line to the Easterly line of Dolores Street; thence Southerly and along the Easterly line of Dolores Street, crossing said center line, to a point distant fifty (50) feet from said center line measured radially in a Southeasterly direction therefrom; thence Northeasterly, parallel to and uniformly distant fifty (50) feet from said center line to an intersection with the Southerly line of Army Street; thence Westerly and along the Southerly line of Army Street to the point of commencement. Being a portion of Horner's Addition Block Number Thirty-four (34).

PARCEL 26- (Described as Parcel 35 in the complaint) COMMENCING at the Northwesterly corner of Twenty-seventh and Dolores Streets and running thence Northerly and along the Westerly line of Dolores Street thirty-five (35) feet; thence Southwesterly to a point on the Northerly line of Twenty-seventh Street, distant thereon twenty-five (25) feet Westerly from the Westerly line of Dolores Street; thence Easterly along the Northerly line of Twenty-seventh Street twenty-five (25) feet to the point of commencement. Being a portion of Horner's Addition Block Number Fifty-eight (58).

PARCEL 27- (Described as Parcel 36 in the complaint) COMMENCING at the intersection of the Northerly line of Duncan Street with the center line of the Southern Pacific Railroad Company's constructed railroad main line, and running thence Easterly and along the Northerly line of Duncan Street to a point distant fifty (50) feet from the aforesaid center line measured radially in a Southeasterly direction therefrom; thence Northeasterly, parallel to and uniformly distant fifty (50) feet from said center line to an intersection with the Westerly line of Dolores Street; thence Northerly and along the Westerly line of Dolores Street to the Southerly line of Twenty-seventh Street; thence at a right angle Westerly and along the Southerly line of Twenty-seventh Street, crossing the said center line, to a point distant fifty (50) feet from said center line, measured radially in a Northwesterly direction therefrom; thence Southwesterly, parallel to and uniformly distant fifty (50) feet from said center line to an intersection with the Northerly line of Duncan Street; thence Easterly and along the Northerly line of Duncan Street to the point of commencement. Being a portion of Horner's Addition Block Number Fifty-seven (57).

PARCEL 28- (Described as Parcel 37 in the complaint) COMMENCING at the intersection of the Southerly line of Duncan Street with the center line of the Southern Pacific Railroad Company's constructed railroad main line, and running thence Westerly and along the Southerly line of Duncan Street to a point distant fifty (50) feet from the aforesaid center line, measured radially in a Northwesterly direction therefrom; thence Southwesterly, parallel to and uniformly distant fifty (50) feet from said center line to an intersection with the Northerly line of Twenty-eighth Street; thence Easterly and along the Northerly line of Twenty-eighth Street; crossing said center line, to a point distant fifty (50) feet from said center line measured radially in a Southeasterly direction therefrom; thence Northeasterly, parallel to and uniformly distant fifty (50) feet from said center line to the Southerly line of Duncan Street; thence Westerly and along the Southerly line of Duncan Street to the point of commencement. Being a portion of Horner's Addition Block Number Fifty-six (56).

PARCEL 29- (Described as Parcel 38 in the complaint) COMMENCING at the intersection of the Southerly line of Twenty-eighth Street with the center line of the Southern Pacific

Railroad Company's constructed railroad main line, and running thence Westerly and along the Southerly line of Twenty-eighth Street to a point distant fifty (50) feet from the aforesaid center line, measured radially in a Northwesterly direction therefrom; thence Southwesterly, parallel to and uniformly distant fifty (50) feet from said center line to an intersection with the Northerly line of Valley Street; thence Easterly and along the Northerly line of Valley Street, crossing said center line, to a point distant fifty (50) feet from said center line measured radially in a Southeasterly direction therefrom; thence Northeasterly, parallel to and uniformly distant fifty (50) feet from said center line to the Southerly line of Twenty-eighth Street; thence Westerly and along the Southerly line of Twenty-eighth Street to the point of commencement. Being a portion of Horner's Addition Block Number Fifty-five (55).

PARCEL 30- (Described as Parcel 39 in the complaint) COMMENCING at the intersection of the Southerly line of Valley Street with the center line of the Southern Pacific Railroad Company's constructed railroad main line, and running thence Westerly and along the Southerly line of Valley Street to a point distant fifty (50) feet from the aforesaid center line measured radially in a Westerly direction therefrom; thence Southerly, parallel to and uniformly distant fifty (50) feet from said center line to an intersection with the Northerly line of Twenty-ninth Street; thence Easterly and along the Northerly line of Twenty-ninth Street, crossing said center line, to a point distant fifty (50) feet from said center line measured radially in an Easterly direction therefrom; thence Northerly, parallel to and uniformly distant fifty (50) feet from said center line to the Southerly line of Valley Street; thence Westerly and along the Southerly line of Valley Street to the point of commencement. Being a portion of Horner's Addition Block Number Fifty-four (54).

PARCEL 31- (Described as Parcel 40 in the complaint) COMMENCING at the intersection of the Southerly line of Twenty-ninth Street with the center line of the Southern Pacific Railroad Company's constructed railroad main line and running thence Westerly and along the said Southerly line of Twenty-ninth Street to a point distant sixty-five (65) feet from the aforesaid center line measured radially in a Southwesterly direction therefrom; thence Southeasterly, parallel to and uniformly distant sixty-five (65) feet from said center line to an intersection with the Northerly line of Day Street; thence Easterly and along the Northerly line of Day Street, crossing said center line, to a point distant sixty-five (65) feet from said center line measured radially in a Northeasterly direction therefrom; thence Northwesterly, parallel to and uniformly distant sixty-five (65) feet from said center line, to the Southerly line of Twenty-ninth Street; thence Westerly and along the Southerly line of Twenty-ninth Street to the point of commencement. Being a portion of Horner's Addition Block Number Fifty-three (53).

PARCEL 32- (Described as Parcel 41 in the complaint) COMMENCING at the intersection of the Southerly line of Day Street with the center line of the Southern Pacific Railroad Company's constructed railroad main line, and running thence Westerly and along the Southerly line of Day Street to a point distant sixty-five (65) feet from the aforesaid center line measured radially in a Southwesterly direction therefrom; thence Southeasterly, parallel to and uniformly distant sixty-five (65) feet from said center line to an intersection with the Northerly line of Thirtieth Street; thence Easterly and along the Northerly line of Thirtieth Street, crossing said center line, to a point distant sixty-five (65) feet from said center

line measured radially in a Northeasterly direction therefrom; thence Northwesterly, parallel to and uniformly distant sixty-five (65) feet from said center line to the Southerly line of Day Street; thence Westerly and along the Southerly line of Day Street to the point of commencement. Being a portion of Horner's Addition Block Number Fifty-two (52).

PARCEL 33- (Described as Parcel 42 in the complaint) A strip of land one hundred (100) feet wide lying fifty (50) feet on each side of the center line of the Southern Pacific Railroad Company's railroad and bounded on the Northerly side by the Southerly line of Thirtieth Street and on the Southwesterly side by the Northeasterly boundary of Tract 53, described in said complaint.

SAID center line of railroad is described as follows, to-wit:

COMMENCING at the intersection of the said center line of said railroad with the Southerly line of Thirtieth Street and running along said center line by true course South 25 degrees East 214-2/10 feet, thence continuing along said center line and curving to the right on a circular curve having a radius of 1433 feet run 1639 feet; thence continuing along said center line and curving to the right on a circular curve having a radius of 5730 feet run 660 feet to the Northeasterly boundary line of Tract 53, as described in said complaint.

PARCEL 34- (Described as Parcel 43 in the complaint) COMMENCING at the intersection of the Westerly line of San Jose Avenue and the center line of the Southern Pacific Railroad Company's constructed railroad main line, in the vicinity of Diamond Street and Joost Avenue, and running thence Northerly and along the Westerly line of San Jose Avenue to a point distant forty (40) feet from the aforesaid center line measured at right angles Northwesterly therefrom; thence Southwesterly, parallel to and uniformly distant forty (40) feet from the said center line to an intersection with the Northerly boundary line of the House of Refuge Lot; thence Easterly and along the Northerly boundary line of the House of Refuge Lot, crossing the said center line to a point distant forty (40) feet from said center line measured radially in a Southeasterly direction therefrom; thence Northeasterly, parallel to and uniformly distant forty (40) feet from said center line to an intersection with the Westerly line of San Jose Avenue; thence Northerly and along the Westerly line of San Jose Avenue, to the point of commencement.

PARCEL 35- (Described as Parcel 44 in the complaint) COMMENCING at the intersection of the Southerly boundary line of the House of Refuge Lot, which Southerly boundary line is also the Northerly line of Ocean Avenue, with the center line of the Southern Pacific Railroad Company's constructed railroad main line and running thence Westerly and along the Northerly line of Ocean Avenue to a point distant thirty (30) feet from the aforesaid center line measured radially in a Westerly direction therefrom; thence Northeasterly, parallel to and uniformly distant thirty (30) feet from said center line to an intersection with the Northerly boundary line of said House of Refuge Lot between Arago and Edna Streets; thence Easterly and along the said Northerly boundary line of said House of Refuge Lot, crossing the said center line to a point distant thirty (30) feet from said center line measured radially in a Southeasterly direction therefrom; thence Southwesterly, parallel to and uniformly distant thirty (30) feet from said center line to an intersection with the Northerly line of Ocean Avenue; thence Westerly and along the Northerly line of Ocean Avenue to the point of commencement.

PARCEL 36- (Described as Parcel 45 in the complaint) COMMENCING at the intersection

of the Southerly line of Ocean Avenue with the center line of the Southern Pacific Railroad Company's constructed railroad main line and running thence Westerly and along the Southerly line of Ocean Avenue to a point distant thirty (30) feet from the aforesaid center line measured radially in a Westerly direction therefrom; thence Southerly, parallel to and uniformly distant thirty (30) feet from said center line to an intersection with the Northwesterly line of San Jose Avenue in the vicinity of Ottawa Avenue; thence Northeasterly and along the said Northwesterly line of San Jose Avenue, crossing the said center line to a point distant thirty (30) feet from said center line measured at right angles Easterly therefrom; thence Northerly, parallel to and uniformly distant thirty (30) feet from said center line to an intersection with the Southerly line of Ocean Avenue; thence Westerly and along said Southerly line of Ocean Avenue to the point of commencement.

PARCEL 37- (Described as Parcel 47 in the complaint) COMMENCING at the intersection of the Southeasterly line of San Jose Avenue between Ottawa and Mount Vernon Avenue with the center line of the Southern Pacific Railroad Company's constructed railroad main line, and running thence Southwesterly along the said Southeasterly line of San Jose Avenue to a point distant thirty-five (35) feet from the aforesaid center line measured at right angles Westerly therefrom; thence Southerly, parallel to and uniformly distant thirty-five (35) feet from said center line to an intersection with the Northeasterly boundary line of West End Map No. 2; thence Southeasterly and along the said Northeasterly boundary line of West End Map No. 2, crossing the aforesaid center line to a point distant thirty-five (35) feet from said center line measured radially in an Easterly direction therefrom; thence Northerly, parallel to and uniformly distant thirty-five (35) feet from said center line to an intersection with the Southeasterly line of San Jose Avenue; thence Southwesterly along said Southeasterly line of San Jose Avenue to the point of commencement.

PARCEL 38- (Described as Parcel 48 in the complaint) COMMENCING at the intersection of the Southeasterly line of San Jose Avenue with the center line of the Southern Pacific Railroad Company's constructed railroad main line in the vicinity of Ocean View Station and running thence Southwesterly and along the Southeasterly line of San Jose Avenue to a point distant seventy-five (75) feet from the aforesaid center line measured radially in a Southeasterly direction therefrom; thence Northeasterly and Northerly, parallel to and uniformly distant seventy-five (75) feet from the aforesaid center line to an intersection with the Northeasterly boundary line of the West End Map No. 2; thence Northwesterly and along the said Northeasterly boundary line of the West End Map No. 2, crossing the said center line to an intersection with the Southeasterly line of San Jose Avenue in the vicinity of Ottawa Avenue; thence Southwesterly and along the Southeasterly line of San Jose Avenue to a point distant seventy-five (75) feet from the aforesaid center line measured radially in a Westerly direction therefrom; thence Southerly and Southwesterly, parallel to and uniformly distant seventy-five (75) feet from the aforesaid center line to an intersection with the Southeasterly line of San Jose Avenue in the vicinity of Ocean View Station; thence Southwesterly and along the Southeasterly line of San Jose Avenue to the point of commencement.

PARCEL 39- (Described as Parcel 49 in the complaint) COMMENCING at the intersection of the Southwesterly boundary line of the Rancho San Miguel with the center line of the Southern Pacific Railroad Company's constructed railroad main line, and running thence North-

westerly and along the said Southwesterly boundary line to a point distant thirty-five (35) feet from the aforesaid center line measured radially in a Northerly direction therefrom; thence in a general Easterly direction, parallel to and uniformly distant thirty-five (35) feet from said center line to an intersection with the Northwesterly line of San Jose Avenue, formerly El Camino Real, in the vicinity of Ocean View Station; thence Southwesterly and along the said Northwesterly line of San Jose Avenue, formerly El Camino Real, crossing said center line, to a point distant thirty-five (35) feet from said center line measured radially in a Southeasterly direction therefrom; thence in a general Westerly direction, parallel to and uniformly distant thirty-five (35) feet from said center line to an intersection with the said Southwesterly boundary line of the Rancho San Miguel; thence Northwesterly and along the said Southwesterly boundary of the Rancho San Miguel to the point of commencement.

PARCEL 40- (Described as Parcel 50 in the complaint) COMMENCING at the point of intersection of the line dividing the Counties of San Mateo and San Francisco with the center line of the Southern Pacific Railroad Company's constructed railroad main line and running thence Westerly and along the said line dividing said Counties, to a point distant thirty (30) feet from the aforesaid center line measured radially in a Northwesterly direction therefrom; thence Northeasterly and Easterly parallel to and uniformly distant thirty (30) feet from said center line to an intersection with the Southwesterly boundary line of the Rancho San Miguel; thence Southeasterly and along the said Southwesterly boundary line of the San Miguel Rancho, crossing said center line, to a point distant thirty (30) feet from said center line, measured radially in a Southerly direction therefrom; thence Westerly and Southwesterly, parallel to and uniformly distant thirty (30) feet from said center line to an intersection with the aforesaid line dividing the aforesaid Counties; thence Westerly along the aforesaid line dividing the aforesaid Counties to the point of commencement.

PARCEL 41- (Described as Parcel 51 in the complaint) A strip of land sixty (60) feet in width lying thirty (30) feet on each side of the center line of the Southern Pacific Railroad Company's railroad and bounded on the Southwesterly side by the Southeasterly line of the Old San Jose Road or "Camino Real" and bounded on the Northeasterly side by the Northeasterly boundary line of the lands formerly in 1862 or thereabouts belonging to Abel Wade and Henry B. Potter.

SAID center line of said railroad is described as follows, to-wit:

COMMENCING at the intersection of said center line of said railroad with the Southeasterly line of the Old San Jose Road or "Camino Real" in the vicinity of Diamond Street and Joost Avenue, and running thence along said center line North 63° East from the true meridian to an intersection with the center line of Berkshire Street, which center line of Berkshire Street has a bearing of South 75° 42' East from the true meridian; thence continuing along said center line of said railroad by the said course of North 63° East one hundred and forty-three and 6/10 (143-6/10) feet to the Northeasterly boundary line of said Wade and said Potter, being also the Southwesterly boundary line of the lands belonging formerly in 1862 or thereabouts to Geo. H. Hossefross and Joseph S. Hess. Subject nevertheless to such rights as the City and County of San Francisco may have acquired under and by virtue of the two following deeds: First: Southern Pacific Railroad Company and Southern Pacific Company to the City and County of San Francisco, dated December 5th, 1898, and recorded February 3rd, 1899, in Volume

1802 of Deeds at Page 379. Second: Southern Pacific Railroad Company to the City and County of San Francisco, dated November 7th, 1901, and recorded in Volume 1968 of Deeds at Page 89.

PARCEL 42- (Described as Parcel 52 in the complaint) A strip of land fifty (50) feet in width, lying twenty-five (25) feet on each side of the center line of the Southern Pacific Railroad Company's railroad and bounded on the Southwesterly side by the Northeasterly boundary line of Tract 51, as described in said complaint, and bounded on the Northeasterly side by the dividing line between the lands formerly belonging to Geo. H. Hossefross and Joseph S. Hess, and the lands of H. G. Livermore and C. C. Webb in 1862 or thereabouts.

SAID center line of said railroad is described as follows, to-wit:

COMMENCING at the intersection of the said center line of said railroad with the Southwesterly boundary of this Tract, said intersection bearing by true course North 63° East along said center line of railroad and distant thereon 143-6/10 feet from its intersection with the center line of Berkshire Street, running thence by true course along said center line of said railroad North 63° East 154-3/10 feet; thence continuing along said center line of said railroad and curving to the left on a circular curve having a radius of 5730 feet, a distance of 488 feet to the Southwesterly boundary line of the lands formerly belonging to H. G. Livermore and C. C. Webb, in 1862 or thereabouts.

PARCEL 43- (Described as Parcel 53 in the complaint) A strip of land ninety (90) feet in width lying forty-five (45) feet on each side of the center line of the Southern Pacific Railroad Company's railroad and bounded on the Southwesterly side by the Northeasterly boundary line of Tract 52, as described in said complaint, and bounded on the Northeasterly side by the lands formerly in 1862 or thereabouts, belonging to Philip Verplanck and George O. McMullen.

SAID center line of railroad is described as follows, to-wit:

COMMENCING at the intersection of the said center line of said railroad with the Southwesterly boundary line of this Tract, said intersection being located as follows, to-wit: Start at intersection of the center line of the said railroad with the center line of Berkshire Street and run thence by true course North 63° East along said center line of railroad 297-9/10 feet; thence continuing along said center line of said railroad and curving to the left on a circular curve having a radius of 5730 go a distance of 488 feet to the Southwesterly boundary line of the lands formerly belonging to H. G. Livermore and C. C. Webb in 1862 or thereabouts, and establish intersection sought; thence continuing on said center line on said circular curve to the left with a radius of 5730 run a distance of 1098 feet to the Southwesterly boundary line of the lands formerly belonging to Philip Verplanck and George O. McMullen in 1862 or thereabouts.

PARCEL 44- (Described as Parcel 54 in the complaint) COMMENCING at a point on a line parallel to and distant one hundred (100) feet measured at a right angle Northwesterly from the center line of the Southern Pacific Railroad Company's railroad, said point being distant eighty (80) feet Northeasterly from the Northerly line of Berkshire Street, measured along the said parallel line; thence running Southwesterly and parallel to and distant one hundred (100) feet measured at a right angle Northwesterly from said center line of said railroad a distance of two hundred (200) feet; thence at a right angle Southeasterly two hundred (200) feet; thence at a right angle Northeasterly two hundred and seventy-seven (277) feet; thence in a straight line Northwesterly to the point of commencement. Excepting therefrom a strip of land sixty (60)

feet in width, lying thirty (30) feet on each side of the center line of said railroad and running the entire length of the same.

SUBJECT nevertheless to such rights as the City and County of San Francisco may have acquired under and by virtue of the two following deeds. First: Southern Pacific Railroad Company and Southern Pacific Company to the City and County of San Francisco, dated December 5, 1898, and recorded February 3, 1899, in Volume 1802 of Deeds at Page 379. Second: Southern Pacific Railroad Company to the City and County of San Francisco, dated November 7, 1901, and recorded in Volume 1968 of Deeds at Page 89.

PARCEL 45- (Described as Parcel 2 in said complaint) With respect to the parcel of real property described in said complaint as Parcel 2, being all of Block 15 of the South Beach and Water Lot Survey, situate in said City and County of San Francisco, Plaintiff at the time of the commencement of this action was, ever since has been and now is the owner in fee of and has and at all of said times had an estate of inheritance in all of said parcel except as follows:

(a) THAT part thereof in which the Defendant Louise R. Barroilhet claimed a reversionary title; that since the commencement of this action the Plaintiff herein on the 20th day of December, 1911, purchased from said Louise R. Barroilhet her interest in said parcel of land, and ever since said date Plaintiff has been and now is the owner and in the exclusive and peaceable possession thereof.

(b) LOT BEGINNING at a point on the Northwesterly line of King Street, 114 feet 7 inches Southwesterly from 4th Street, and running thence Southwesterly 22 feet 11 inches; thence at a right angle Northwesterly 120 feet; thence at a right angle Northeasterly 45 feet 10 inches; thence at a right angle Southeasterly 60 feet; thence at a right angle Southwesterly 22 feet 11 inches; thence at a right angle Southeasterly 60 feet to the point of commencement. Being part of Lots 387, 388 and 389 in said South Beach Block 15.

(c) LOT BEGINNING on the Southeasterly line of Townsend Street, distant thereon 183 feet 4 inches Southwesterly from the Southwesterly line of 4th Street, and running thence Southwesterly and along said Southeasterly line of Townsend Street 91 feet 8 inches; thence at a right angle Southeasterly 120 feet to the Northwesterly line of Jewett Street; thence at a right angle Northeasterly and along said line of Jewett Street 91 feet 8 inches; thence at a right angle Northwesterly 120 feet to the Southeasterly line of Townsend Street and point of commencement; being part of Lots 396 and 397 in said South Beach Block 15.

(d) LOT BEGINNING at a point on the Northwesterly line of King Street, distant thereon 229 feet 2 inches Southwesterly from the Southwesterly line of 4th Street, running thence Southwesterly and along said Northwesterly line of King Street 45 feet 10 inches; thence at a right angle Northwesterly 120 feet to the Southeasterly line of Jewett Street; thence at a right angle Northeasterly and along the said line of Jewett Street 45 feet 10 inches; thence at a right angle Southeasterly 120 feet to the Northwesterly line of King Street and the point of commencement, being Lot 398 in said South Beach Block 15.

(e) LOT 399 in said South Beach Block 15.

(f) LOT BEGINNING on the Northwesterly line of Jewett Street 275 feet Southwesterly from the Southwesterly line of Fourth Street, running thence Southwesterly along said line of Jewett Street 45 feet 10 inches, with a uniform depth of 60 feet, being part of Lot 400 in said South Beach Block 15.

(g) LOT BEGINNING on the Northwesterly line of King Street 320 feet 10 inches Southwesterly from the Southwesterly line of 4th Street; thence Southwesterly 45 feet 10 inches, with a uniform depth of 60 feet, being part of South Beach Block 15.

(h) LOT 403 in said South Beach Block 15.

(i) LOT BEGINNING on the Northwesterly line of King Street 366 feet 8 inches Northeasterly from the Northeasterly line of 5th Street, and running thence Northeasterly along said line of King Street 22 feet 11 inches, with a uniform depth of 60 feet, being part of Lot 406 in said South Beach Block 15.

(j) A strip of land having a uniform width of 35 feet, extending from the Westerly line of 4th Street to the Easterly line of 5th Street, the Northerly boundary thereof being parallel to the Southerly line of Townsend Street and 120 feet Southerly therefrom, and the Northerly line thereof being parallel to the Northerly line of King Street and 120 feet Northerly therefrom, the same being a public street known as Jewett Street.

THAT Plaintiff is and at all the times hereinabove mentioned has been in the actual and peaceable possession of all of said parcel; that on the 26th day of March, 1851, all of said parcel of land was owned in fee simple by the State of California; that by Act of its Legislature, approved on said 26th day of March, 1851, said State of California granted to the City of San Francisco, then a Municipal Corporation in said State, the use and occupation of said real property for the term of 99 years from said last mentioned date; that the said right to the use and occupation of said real property for said term of 99 years duly passed to and at all of the times herein mentioned was and now is owned by and vested in said Plaintiff; that subject to said right of use and occupation the fee simple title to said real property remained on said 26th day of March, 1851, in said State of California, being the reversion of said real property and being usually known as and called the "State Title"; that pursuant to Acts of of Legislature of the State of California, providing for the sale of the interest of said State in the lands described in said Act of March 26, 1851, the said reversion or State Title was duly sold by said State and conveyances thereof were duly made by said State to the purchasers of said reversion or State Title covering all of said South Beach Block 15, and were duly recorded in the office of the County Recorder of the County of San Francisco; that by mesne conveyances, duly executed and recorded, the Plaintiff at the time of the commencement of this action was, ever since has been, and now is the owner of said reversion or State Title in and to all of said parcel of land, to-wit, said South Beach Block 15, except as hereinabove stated.

THAT at the time of the commencement of this action, the Defendant John G. Klumpke was, ever since has been and still is the owner of said reversion or State Title to the parcel of land referred to in this finding as exception "b"; that at the time of the commencement of this action the Defendant Wm. Giselman, as Trustee, was, ever since has been and still is the owner of the said reversion or State Title to the parcels of land referred to herein as exceptions "c" and "d"; that at the time of the commencement of this action the Defendant Wm. Jacoby was, ever since has been and now is the owner of the reversion or State Title to the parcels of land referred to herein as exceptions "e", "f" and "g"; that at the time of the commencement of this action, the Defendant Mary S. Cole was, ever since has been and still is the owner of said reversion or State Title to that parcel referred to herein as exception "h"; that at the time of the commencement of this action, Defendant B. P. Lapachet was, ever since

has been and now is the owner of the reversion or State Title to that parcel referred to herein as exception "i"; that at the time of the commencement of this action, the parcel of land described in exception "j" was, ever since has been and now is a public street of the City and County of San Francisco, and known as Jewett Street.

PARCEL 46- (Described as Parcel 3 in the complaint) With respect to the parcel of real property described in said complaint as Parcel 3, being all of Block 20 of the South Beach and Water Lot Survey situate in said City and County of San Francisco, Plaintiff at the time of the commencement of this action was, ever since has been and now is the owner in fee of and has at all of said times had an estate of inheritance in all of said parcel except Lots 572 and 581, and so much of said parcel as is described as follows:

BEGINNING at the point formed by the intersection of the Southerly or Southeasterly line of Townsend Street with the Northerly or Northeasterly line of 6th Street, and running thence Southerly or Southeasterly along said line of 6th Street 137-1/2 feet; thence at a right angle Northeasterly and parallel to said line of Townsend Street 137-1/2 feet; thence at a right angle Northwesterly and parallel to said line of 6th Street 137-1/2 feet to Townsend Street; thence at a right angle Westerly or Southwesterly along the said line of Townsend Street 137-1/2 feet to 6th Street and point of beginning, being a portion of South Beach Block No. 20.

THAT Plaintiff is and at all of the times hereinabove mentioned has been in the actual and peaceable possession of all of said parcel; that on the 26th day of March, 1851, all of said parcel of land was owned in fee simple by the State of California; that by Act of its Legislature, approved on said 26th day of March, 1851, said State of California granted to the City of San Francisco, then a Municipal Corporation in said State, the use and occupation of said real property for the term of 99 years from said last mentioned date; that the said right to the use and occupation of said real property for said term of 99 years duly passed to and at all of the times herein mentioned was and now is owned by and vested in said Plaintiff; that subject to said right of use and occupation the fee simple title to said real property remained on said 26th day of March, 1851, in said State of California, being the reversion of said real property and being usually known as and called the "State Title"; that pursuant to Acts of the Legislature of the State of California, providing for the sale of the interest of said State in the lands described in said Act of March 26, 1851, the said reversion or State Title was duly sold by said State and conveyances thereof were duly made by said State to the purchasers of said reversion or State Title covering all of said South Beach Block 20, and were duly recorded in the office of the County Recorder of the County of San Francisco; that by mesne conveyances, duly executed and recorded, the Plaintiff at the time of the commencement of this action was, ever since has been and now is the owner of said reversion or State Title in and to all of said parcel of land, namely, Block 20 of the South Beach and Water Lot Survey, except as hereinabove stated; that at the time of the commencement of this action George E. Bates and A. C. Freeman were the owners of said reversion or State Title to said Lot 572; that since the commencement of this action, the titles and interests of said George E. Bates and A. C. Freeman have passed to W. F. Sawyer and are now held and owned by him, subject only to the administration of the estate of A. C. Freeman, deceased; that the Defendant J. G. Klumpke at the time of the commencement of this action was, ever since has been and now is the owner of said reversion or State Title to said Lot No.

581; that the Defendant Chas. S. Wheeler, at the time of the commencement of this action was, ever since has been and now is the owner of said reversion or State Title to so much of said parcel as is described as follows:

BEGINNING at the point formed by the intersection of the Southerly or Southeasterly line of Townsend Street with the Northerly or Northeasterly line of 6th Street, and running thence Southerly or Southeasterly along said line of 6th Street 137-1/2 feet; thence at a right angle Northeasterly and parallel to said line of Townsend Street 137-1/2 feet; thence at a right angle Northwesterly and parallel to said line of 6th Street 137-1/2 feet to Townsend Street; thence at a right angle Westerly or Southwesterly along the said line of Townsend Street 137-1/2 feet to 6th Street and point of beginning, being a portion of South Beach Block No. 20.

PARCEL 47- (Described as Parcel 24 in the complaint) With respect to the parcel of land described in said complaint as Parcel 24, situate in said City and County of San Francisco, and described as follows:

COMMENCING at the intersection of the Westerly line of Howard Street with the center line of the Southern Pacific Railroad Company's constructed railroad main line, and running thence Northerly along the said Westerly line of Howard Street to a point distant twenty (20) feet from the aforesaid center line measured at right angles Northwesterly therefrom; thence Southwesterly, parallel to and uniformly distant twenty (20) feet from said center line to an intersection with the Northerly line of Twenty-fourth Street; thence Easterly and along the said Northerly line of Twenty-fourth Street, crossing said center line, to a point distant twenty (20) feet from said center line measured at right angles Southeasterly therefrom; thence Northeasterly parallel to and uniformly distant twenty (20) feet from said center line to an intersection with the Westerly line of Howard Street; thence Northerly and along the said Westerly line of Howard Street to the point of commencement, being a portion of Mission Block Number One Hundred and Fifty-four (154).

THE Plaintiff at the time of the commencement of this action was, ever since has been and now is the owner in fee of and has and at all of said times had an estate of inheritance in, and is and at all of said times has been in the actual and peaceable possession of all of said parcel of land except so much thereof as is included in and covered by decree entered by the Superior Court of the State of California in and for the City and County of San Francisco, in the suit of Wilhemina Rohde versus All Persons etc., numbered 11,446, on the 23rd day of March, 1909, to-wit:

BEGINNING at a point on the Northerly right of way line of the Southern Pacific Railroad Company at a point 137 feet 6 inches Northerly from the Northerly line of 24th Street and 15 feet 6 inches Westerly from the Westerly line of Howard Street, and running thence Northeasterly along said line of said right of way to the Westerly line of Howard Street; thence Southerly along said Westerly line of Howard Street to a point 137 feet 6 inches Northerly from the Northerly line of 24th Street; thence at a right angle Westerly 15 feet 6 inches, more or less, to the point of beginning.

PARCEL 48- (Described as Parcel 25 and Parcel 26 in the complaint) With respect to the parcels of real property described in said complaint as Parcel 25 and Parcel 26, situate in said City and County of San Francisco, and described as follows:

COMMENCING at the intersection of the Easterly line of Shotwell Street with the center line of the Southern Pacific Railroad Company's constructed railroad main line, and running thence Northerly and along the said Easterly line of Shotwell Street to a point distant twenty (20) feet from the aforesaid center line measured at right angles Northwesterly therefrom; thence Northeasterly parallel to and uniformly distant twenty (20) feet from said center line to an intersection with the Southerly line of Twenty-third Street; thence Easterly and along the Southerly line of Twenty-third Street to the Westerly line of Folsom Street; thence at a right angle Southerly and along the Westerly line of Folsom Street, crossing the aforesaid center line, to a point distant twenty (20) feet from said center line, measured at right angles Southeasterly therefrom; thence Southwesterly, parallel to and uniformly distant twenty (20) feet from said center line to an intersection with the Easterly line of Shotwell Street; thence Northerly and along the Easterly line of Shotwell Street to the point of commencement, being a portion of Mission Block Number One Hundred and Fifty-three (153); and

COMMENCING at the intersection of the Westerly line of Shotwell Street with the center line of the Southern Pacific Railroad Company's constructed railroad main line, and running thence Northerly and along the said Westerly line of Shotwell Street to a point distant twenty (20) feet from the aforesaid center line measured at right angles Northwesterly therefrom; thence Southwesterly, parallel to and uniformly distant, twenty (20) feet from said center line to the Easterly line of Howard Street; thence Southerly and along the Easterly line of Howard Street, crossing said center line, to a point distant twenty (20) feet from said center line measured at right angles Southeasterly therefrom; thence Northeasterly, parallel to and uniformly distant twenty (20) feet from said center line to an intersection with the Westerly line of Shotwell Street; thence Northerly and along the Westerly line of Shotwell Street to the point of commencement, being a portion of Mission Block Number One Hundred and Fifty-three (153).

PLAINTIFF at the time of the commencement of this action was, ever since has been and now is the owner in fee of and has and at all of said times had an estate of inheritance in, and is and at all of said times has been in the actual and peaceable possession of, all of said parcels of real property, except so much thereof as is included in and covered by decree entered July 20, 1910, in said suit brought in the Superior Court of the State of California, in and for the City and County of San Francisco, entitled John H. Kruse vs. All Persons etc., No. 8200, a certified copy of which decree was duly recorded in the office of the County Recorder of said City and County of San Francisco; and except so much thereof as is included in and covered by decree entered June 30, 1908, in suit brought in the Superior Court of the State of California, in and for the City and County of San Francisco, entitled Anna C. Ingels and Martha H. Poppe vs. All Persons etc., numbered 5419, a certified copy of which decree was recorded on July 1, 1908, in Liber 193 of Deeds, Page 54, records of said City and County.

PARCEL 49- (Described as Parcel 21 in the complaint) That with respect to the parcel of land described in said complaint as Parcel 21, situate in said City and County of San Francisco, and described as follows:

COMMENCING at the intersection of the Westerly line of Bartlett Street with the center line of the Southern Pacific Railroad Company's constructed railroad main line and

running thence Northerly and along the said Westerly line of Bartlett Street to a point distant fifteen (15) feet from the aforesaid center line measured at right angles Northwesterly therefrom; thence Southwesterly, parallel to and uniformly distant fifteen (15) feet from said center line to an intersection with the Northerly line of Twenty-fifth Street; thence Easterly and along the Northerly line of Twenty-fifth Street, crossing said center line, to a point distant fifteen (15) feet from said center line, measured at right angles Southeasterly therefrom; thence Northeasterly, parallel to and uniformly distant fifteen (15) feet from said center line to the Westerly line of Bartlett Street; thence Northerly and along the Westerly line of Bartlett Street to the point of commencement, saving and excepting from the above so much thereof as lies between the Easterly and Westerly lines of Orange Alley, being a portion of Mission Block Number One Hundred and Seventy (170).

PLAINTIFF at the time of the commencement of this action was, ever since has been and now is the owner in fee of, and has at all of said times had an estate of inheritance in, all thereof except so much thereof as lies between the Westerly line of Bartlett Street and the Easterly line of Orange Alley; that at the time of the commencement of this action Plaintiff was, ever since has been and now is in the actual and exclusive possession of all of said Parcel 21; that so much of said parcel as lies between the Westerly line of Bartlett Street and the Easterly line of Orange Alley was, in the year 1863, conveyed by John Center to the San Francisco & San Jose Railroad Company, predecessor of Plaintiff, for the right of way for its railroad; that Plaintiff herein has succeeded to all of the rights and titles of said San Francisco & San Jose Railroad Company; that in and by said deed of conveyance executed by said John Center it was expressly provided that in the event the use of said land as a right of way for said railroad should be at any time abandoned or should at any time be discontinued for a period of six months, the title and right to the possession thereof should revert to the grantor, to-wit: John Center; that the John Center Company, George S. Crim, William H. Crim, Grace M. Crim, Samuel M. Crim and William H. Crim, Jr., successors to said John Center, are, and at the time this action was commenced were, the owners in fee of so much of said Parcel 21 as lies between the Westerly line of Bartlett Street and the Easterly line of Orange Alley, subject only to the right of way of Plaintiff herein for railroad purposes and subject to the conditions hereinabove mentioned.

PARCEL 50- (Described as Parcels 27, 28 and 29 in the complaint) That with respect to the parcels of real property situate in said City and County of San Francisco, and described as follows:

(PARCEL 27) COMMENCING at the intersection of the Westerly line of Treat Avenue with the center line of the Southern Pacific Railroad Company's constructed railroad main line, and running thence Northerly and along the said Westerly line of Treat Avenue to a point distant thirty (30) feet from the aforesaid center line measured radially in a Northwesterly direction therefrom; thence Southwesterly parallel to and uniformly distant thirty (30) feet from said center line to an intersection with the Easterly line of Folsom Street; thence Southerly and along the said Easterly line of Folsom Street to the Northerly line of Twenty-third Street; thence at a right angle Easterly and along the said Northerly line of Twenty-third Street, crossing aforesaid center line, to a point distant thirty (30) feet from said center line measured at right angles Southeasterly therefrom; thence Northeasterly parallel to and un-

iformly distant thirty (30) feet from said center line to an intersection with the Westerly line of Treat Avenue; thence Northerly and along the said Westerly line of Treat Avenue to the point of commencement, being a portion of Mission Block Number One Hundred and Thirty-nine (139).

(PARCEL 28) COMMENCING at the intersection of the Southerly line of Twenty-second Street with the center line of Southern Pacific Railroad Company's constructed railroad main line, and running thence Westerly and along the said Southerly line of Twenty-second Street to a point distant thirty (30) feet from the aforesaid center line measured radially in a Northwesterly direction therefrom; thence Southwesterly parallel to and uniformly distant thirty (30) feet from said center line to an intersection with the Easterly line of Treat Avenue; thence Southerly and along the said Easterly line of Treat Avenue, crossing the said center line, to a point distant thirty (30) feet from the said center line measured radially in a Southeasterly direction therefrom; thence Northeasterly parallel to and uniformly distant thirty (30) feet from said center line to an intersection with the Westerly line of Harrison Street; thence Northerly and along the said Westerly line of Harrison Street to the Southerly line of Twenty-second Street; thence Westerly and along the said Southerly line of Twenty-second Street to the point of commencement, being a portion of Mission Block Number One Hundred and Thirty-nine (139).

(PARCEL 29) COMMENCING at the Northwesterly corner of Twenty-second and Harrison Streets and running thence Northerly and along the Westerly line of Harrison Street ninety-five (95) feet; thence at a right angle Westerly twenty (20) feet; thence in a straight line Southerly to a point on the Northerly line of Twenty-second Street, distant thereon thirty-seven (37) feet and eight (8) inches from the Westerly line of Harrison Street; thence Easterly and along the Northerly line of Twenty-second Street thirty-seven (37) feet and eight (8) inches to the point of commencement, being a portion of Mission Block Number Fifty-four (54).

PLAINTIFF at the time of the commencement of this action was, ever since has been and now is in the actual and exclusive possession thereof; that said parcels of land were conveyed by John Center, in the year 1863, to the San Francisco and San Jose Railroad Company, predecessor of Plaintiff, for the right of way for its railroad; that Plaintiff herein has succeeded to all of the rights and titles of said San Francisco and San Jose Railroad Company; that in and by the deed of conveyance of said right of way executed by said John Center it was expressly provided that in the event the use of said land as a right of way for said railroad should be at any time abandoned or should at any time be discontinued for a period of six months, the title and right to the possession thereof should revert to the grantor, to-wit, John Center; that the Defendants, George S. Crim, Wm. H. Crim, Grace M. Crim, Samuel M. Crim and Wm. H. Crim, Jr., successors to said John Center, are and at the time of the commencement of this action were the owners of the fee to said parcels of land described as Parcels 27 and 29, and to that part of said Parcel 28 lying South of a line parallel to the Southerly line of Twenty-second Street and distant 260 feet Southerly therefrom, and which lies also West of a line parallel to the Westerly line of Harrison Street and distant 122 feet 6 inches Westerly therefrom, subject only to the right of way of Plaintiff herein for railroad purposes, and subject to the conditions hereinabove mentioned; that the John Center Company, successor to said John Center, is, and at the time of the commencement of this action was, the owner of the fee to the remainder of said Parcel 28, subject only to the right of way of Plaintiff herein

for railroad purposes, and subject to the conditions hereinabove mentioned.

PARCEL 51- (Described as Parcel 46 in the complaint) That at the time of the commencement of this action the Plaintiff, Southern Pacific Railroad Company, was, ever since has been and now is, the owner in fee simple absolute and in the actual and peaceable possession of all that parcel of land situate in said City and County of San Francisco, described in said complaint as Parcel 46, to-wit:

COMMENCING at the Southerly corner of San Jose Avenue and Mount Vernon Avenue and running thence Southeasterly and along the Southwesterly line of Mount Vernon Avenue two hundred and nine (209) feet to the Northwesterly line of Otega Avenue; thence at a right angle Southwesterly and along the Northwesterly line of Otega Avenue two hundred and nine (209) feet; thence at a right angle Northwesterly to the Northeasterly boundary line of West End Map No. 2; thence Northwesterly along said Northeasterly boundary line of West End Map No. 2 to the Southeasterly line of San Jose Avenue; thence Easterly and Northeasterly along the Southeasterly line of San Jose Avenue to the point of commencement.

DONE in open Court this 8th day of March, A.D. 1912.

GEO. A. STURTEVANT, Judge of the Superior Court,
City and County of San Francisco, State of California.

Endorsed Filed Mar. 8, 1912. H. I. MULCREVY, Clerk. By H. I. PORTER, Deputy Clerk.

State of California)
) ss.
City and County of San Francisco)

I, H. I. Mulcrevy, County Clerk, of the City and County of San Francisco, State of California, and ex-officio Clerk of the Superior Court, in and for said City and County, hereby certify, the foregoing to be a full, true and correct copy of the original Decree Establishing Title in the above entitled cause, filed in my office on the 8th day of March, A.D. 1912.

ATTEST my hand and seal of said Court, this 8th day of March, A.D. 1912.

(Seal)

H. I. MULCREVY, Clerk.
By H. I. PORTER, Deputy Clerk.

A true copy of original recorded at request of Frank McGowan, Mar. 8, 1912 at 34 min. past 10 A.M.

No. M. 34464 Fee $23.70 Fol. 234. County Recorder.

JJDJJDJJDJ

EXHIBIT 7

DECLARATION OF CHARLES A. WHITECOTTON

I, Charles A. Whitecotton, declare as follows:

1. I have been president and owner of Land Title Services, a title research company, for 35 years, and have had extensive experience for over sixty years researching the title of California real properties.

2. I have been asked by 17th and Peralta, LLC for assistance with respect to the ownership history of that certain property in the City and County of San Francisco, referred to as Mission Block 139, Assessor's Parcel Number 3639-036A (the "Property" or "Parcel 36A"), in connection with a petition they are filing with the Alameda County Superior Court concerning the ownership of the Property.

3. I have reviewed the legal description of Parcel 36A prepared by Lea & Braze Engineering, Inc., which has been filed in this matter as Exhibit 2.

4. I have also reviewed a copy of the Findings of Fact, Conclusions of Law and Decree issued by the Superior Court for the City and County of San Francisco, Case No. 19,851, dated March 8, 1912 (the "1912 Decree"), which was the result of a quiet title action brought by the Southern Pacific Railroad Company concerning certain real properties in San Francisco. I understand that a copy of the 1912 Decree is attached to the petition as Exhibit 6.

5. Paragraph 7 of the 1912 Decree makes reference to a Parcel 28. Parcel 28 consists of two adjacent lots: one lot is known as Assessor's Parcel Number 3639-036B, and was confirmed by the Decree to members of the Crim family, and is not relevant to this petition. The remainder of Parcel 28, which in my opinion consists of the Parcel 36A

that is the subject of this petition, was confirmed to The John Center Company, subject to a right of way and easement to the Southern Pacific Railroad Company:

> "...The John Center Company, successor to said John Center, is, and, at the time of the commencement of this action, was, the owner of the fee to the remainder of said Parcel 28, subject only to the right of way of [Southern Pacific Railroad Company] for railroad purposes, and subject to the conditions hereinabove mentioned."

6. It is my opinion that the property identified as "Parcel 28" in the 1912 Decree describes an area that encompasses and includes Parcel 36A, and that the 1912 Decree confirms that Parcel 36A was then owned in fee by The John Center Company, subject to a right of way for railroad purposes to Southern Pacific Railroad Company.

7. I have also reviewed a Title Guarantee issued by Chicago Title Insurance Company dated July 19, 2024 (the "Title Report"), which I understand is attached to the petition as Exhibit 10. The report is specifically for Parcel 36A. As indicated in Schedule A of such report, the title company concludes that "there are no deeds describing the Land or any portion thereof, other than those shown in Schedule B." Schedule B of such Title Report lists all the deeds, decrees and other documents in the San Francisco County records related to Parcel 36A from 1908 until the date of the report.

8. I am of the opinion that, based on my review of the Title Report and the 1912 Decree, Parcel 36A was confirmed as an asset of The John Center Company in the 1912 Decree and that Parcel 36A was not conveyed to any other party by a recorded document after that time until 1934.

9. I have further reviewed a copy of an Indenture dated February 15, 1934, documenting a transfer of real properties from The John Center Company to C.W. Gompertz (the "1934 Indenture"), which is signed before a notary public and is certified by the Clerk of the Municipal Court of the City and County of San Francisco on February 28, 1934, and recorded in the records of San Francisco County in Book 2601, Official Records, page 416, on February 28, 1934. This document is listed as item no. 4 in the Title Report, and is attached to the petition as Exhibit 9.

10. I note in reviewing the 1934 Indenture, which lists thirteen specifically identified parcels of real property which are subject to the conveyance from The John Center Company to C.W. Gompertz, that Parcel 36A is not included in any of such thirteen described parcels. However, I also note that the 1934 Indenture conveys to C.W. Gompertz "all other property, both real and personal, of every kind, nature and description belonging to The John Center Company, or in which it has any interest and wheresoever situate,..."

11. Although Parcel 36A was not included in the specific list of assets transferred by The John Center Company to C.W. Gompertz in 1934, it is my opinion, based on my long experience dealing with properties in San Francisco that were subject to railroad easements and rights of way, that it is likely that Parcel 36A was not specifically listed as an asset in the 1934 Indenture because the Southern Pacific Railroad was still actively operating a railroad on the Property at that time, and the prospect of railroad operations ceasing, with a consequent reversion to the residual owner (i.e., The John Center Company) was thought to be remote.

12. It is my opinion, due to the "omnibus clause" cited in paragraph 10 above, that Parcel 36A was indeed included in the assets transferred under the 1934 Indenture to C.W. Gompertz.

13. I have also reviewed the Disclaimer and Release of Interest in Real Property, executed by the Southern Pacific Transportation Company and recorded on November 8, 1996, which is listed as item no. 6 in the Title Report, and which is attached to the petition as Exhibit 11. I have reviewed the legal description referenced in that Disclaimer, and have concluded that it fully encompasses Parcel 36A. Accordingly, it is my opinion that Southern Pacific Transportation Company has given up all rights to Parcel 36A, including its former right of way, and that ownership of Parcel 36A thereby reverted to the underlying fee interest owners, namely the descendants of Charles Gompertz.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this 30th day of SEPTEMBER, 2024 at Grass Valley, California.

Charles A. Whitecotton

EXHIBIT 8

DECLARATION OF JOANNE PARRENT

I, Joanne Parrent, hereby declare as follows:

1. I am a California-licensed private investigator and partner in the private investigation firm, Parrent Smith Investigations and Research. I received my license from California's Bureau of Security and Investigative Services (license number 24108) in 2005. I make this declaration based on own personal knowledge. If called upon to testify as to the matters stated herein, I could and would do so competently.

2. As a partner in my company, Parrent Smith Investigations and Research, I have been actively engaged in the business of private investigation and research for 19 years. The investigative work our company performs on behalf of clients often requires extensive historical research. For example, in environmental investigations, our firm identifies and reviews all available private and public records to prepare a list of all potentially responsible parties (i.e., property owners and operators) that in past decades may have contributed to the pollution at a site.

3. On May 9, 2023, my firm was retained by Barg Coffin Lewis & Trapp, LLP, through attorney Julia Graeser Mata, counsel for 17th and Peralta, LLC, to locate all possible owners and heirs of the abandoned right of way property at 22nd and Treat Avenue in the San Francisco Mission District, known as Assessor Parcel Number ("APN") 3639/36A and referred to herein as "Parcel 36A." I served as the primary investigator and the point of contact between my firm and Barg Coffin in this matter. I have also worked with Freidman McCubbin Law Group LLP, who have been retained to file a probate court petition in this matter. Although certain investigative tasks were performed by my partner, Nicholas Smith, or by other

investigators employed by Parrent Smith, I supervised all such work and communicated our findings to counsel.

4. At the beginning of our engagement, Ms. Mata provided me with a "chain of title" report for APNs 3639/36A, 3639/36B, and 3639/36C that had been prepared by Chicago Title Company on April 14, 2023 ("Title Report"). The Title Report showed The John Center Company as the owner of record for Parcel 36A, based on a Decree Quieting Title issued by the San Francisco County Court on January 19, 1912 and recorded on March 8, 1912 in San Francisco Book 598 of Deeds, Page 308.

5. Based on the title records for Parcel 36A, Ms. Mata asked me to find out whether the John Center Company, or its founder John Center, ever sold or otherwise transferred Parcel 36A after the 1912 decree; to determine when John Center Company dissolved and what became of its assets; and to identify any living descendants or possible heirs of John Center, who may have relevant information or records. To answer these questions, our firm conducted extensive research, which included searching for and obtaining all potentially relevant records from the following sources:

a) ancestry records;
b) archives of Bay Area and California newspapers;
c) public libraries and historical societies;
d) California Secretary of State records;
e) wills and probate files in County courts
f) databases such as Lexis Nexis to find individuals, and
g) San Francisco County Recorder's office.

Our efforts to search the above-listed sources, and the results of those searches, are described in the paragraphs below.

6. The results of our firm's investigation are described in detail below. Between May and August 2023, my colleagues and I identified and reviewed all records we

could find about the John Center Company and its dissolution and distribution of corporate assets.

7. Ms. Mata shared with me in August 2023 a public record dated February 28, 1934 that transferred all John Center Company-owned property to its then-president, Charles Gompertz, upon dissolution of the Company. At that point, our search shifted to identifying and locating the descendants of Charles Gompertz.

8. After we located the descendants of Charles Gompertz, Ms. Mata advised us that our client 17th and Peralta, LLC was in contact with some of those descendants and was trying to work out a deal with them by which 17th and Peralta, LLC would purchase their interest in Parcel 36A. Ms. Mata then contacted me again to advise me that 17th and Peralta, LLC had reached an agreement with some of such descendants and to request that I do some further research to support the legal proceedings required to confirm the descendants' legal interest in Parcel 36A. Specifically, Ms. Mata requested that I review the archives of the San Francisco Recorder's Office for further evidence to confirm that (1) John Center Company maintained its ownership of Parcel 36A during the years after the 1912 Decree and before its dissolution in 1934; and (2) that Charles Gompertz did not sell or transfer Parcel 36A after that point and before his death in 1953.

Research re: John Center Company

9. Old newspaper research. Because of the San Francisco fire in 1906 that destroyed many years of County Recorder's office deed transfers, we conducted a search of local newspapers to determine if an earlier transfer of the property may have been made but was lost in the fire. We subscribe to databases containing archives from newspapers dating back into the 1800s including the *San Francisco Examiner*, the *San Francisco Call* and the *San Francisco*

Chronicle. My partner, Nicholas Smith, and I conducted more than 20 hours of newspaper research, searching databases for property listings, sales or deed transfers in the decades John Center was active in San Francisco and during the years after his death. We found that, between 1850-1950, these newspapers listed many real property sales and deed transfers. Within these digital archives of these old newspapers, we used the following search criteria: "John Center," the "John Center Company," the streets where the parcel is located (Harrison, Treat and 22nd streets), the "Mission Block 139" designation and "Southern Pacific."

10. We learned from numerous newspaper articles viewed during the course of our research that John Center owned a lot of property in the Mission district and was called "the Father of the Mission." Although we found reports of John Center's purchase and sale of properties in San Francisco, including the transfer of a small lot near Harrison and 22nd to J. F. English very close to Parcel 36A reported by the *San Francisco Examiner* on August 2, 1879, 8/2/1879, we did not find any reports relating to the sale or transfer of Parcel 36A.

11. Despite our exhaustive newspaper search, we did not find any record of Parcel 36A being sold by John Center or the John Center Company before the dissolution of the John Center Company in 1934.

12. Research at libraries and historical societies: There are historical collections and archives in libraries and historical societies in Alameda County, Santa Clara County and San Francisco, as well as general California historical collections and archives. I contacted

the following institutions to determine if any of them had material on John Center or the John Center Company:

The Alameda County Library
The Bancroft Library
California Historical Society
California State Library
Found SF
History San Jose Research Library
The Huntington Library
Oakland History Center of the Oakland Library
Online Archive of California
Santa Clara County Historical & Genealogical Society
The Sutro Library

I found two collections that had material about John Center and his company.

The History San Jose Library contains the archives of Hugh Stuart Center, the great nephew of John Center, who was a prominent attorney in San Jose. On June 20, 2022 I contacted the Hugh Stuart Center collection, and Cate Mills, Curator, Research Library & Archives at the library, agreed to go through the boxes in the Hugh Stuart Center collection to look for any information that might help our search for the disposition of Parcel 36A. She did not find anything about the parcel.

I also learned that there was a collection of papers of the John Center Company at the Huntington Library in San Marino, California. On May 23, 2023, I went to the Huntington Library to review the archival collection. Despite a careful and complete review of each box in the collection, I found no reference to Parcel 36A or any other helpful information.

No other historical society or library in California had any collections relating to John Center or his company.

13. Obtaining the California Secretary of State records from the John Center Company: At my direction, my associate, Julie Lowrie, contacted the California Secretary of State's office on July 3, 2023 to obtain all papers within Secretary of State files that relate to the John Center Company. She contacted the SOS office on July 3, 2023 and was told that the papers the Secretary of State's office has on the John Center Company's dissolution, amendments and initial filings are not digitized or on microfiche but are stored in a warehouse. We asked the office to retrieve them and copy them for us. They were ready on July 19, 2023 and Investigator Lowrie picked them up, scanned them and sent them to us. We forwarded them to counsel.

14. Distribution to Charles Gompertz. Then, in August, 2023, counsel received a Deed that their title company located in the San Francisco County Recorder's office dated February 28, 1934, stating that as part of the dissolution of The John Center Company, all remaining real property was transferred to Charles William Gompertz, who had been a director of the company. Although it listed some specific properties other than Parcel 36A, it was clear from the Deed that all properties held by the company, other than one property that is not Parcel 36A, would be transferred to Charles Gompertz.

I then searched for Charles Gompertz's will and that of his wife, Anita. They both died in Alameda County. I contacted the county and their researcher confirmed they had the wills of both Charles Gompertz and that of his wife Anita Gompertz. They were large files so our associate, investigator Tava Miyata, went to the court to obtain copies of the two wills on September 18, 2024. She had the wills scanned at FEDEX Kinkos and sent to me. I forwarded those wills to counsel on September 18, 2023.

15. Locating heirs with databases such as Lexis Nexis. In September, 2023, after locating the wills of Charles and Anita Gompertz, I located their deceased children and living grandchildren using databases we subscribe to as private investigators such as Lexis Nexis, Microbilt, Delvepoint and IdiCore. I completed that work on September 19, 2023, providing counsel with information so they could contact Gompertz descendants.

16. Research at the San Francisco County Recorder's office. On June 18, 2024, I was contacted by counsel and asked to conduct research at the San Francisco County Recorder's office, reviewing grantor deeds for The John Center Company from 1912-1934. I engaged associates, Danny Cozart and Dana Zook, to undertake the review. They found 53 deeds in which The John Center Company was the grantor. Only one deed (dated 12/20/1927) referred to the area in question, in Mission Block No. 139. A copy of that Deed was ordered and both our report listing the deeds reviewed and a copy of the 12/20/1927 deed from Mission Block 139 were forwarded to counsel on July 10, 2024. However, that deed relates to property other than Parcel 36A.

I declare that after conducting the aforementioned due diligent research for the disposition of Parcel 36A and having pursued all information that could shed any light on one or more transfers of said property, I have been unable to locate any such transfer other than the 1934 deed. Based on my years of research experience in locating documents, I do not believe that the property known as Parcel 36A in Mission Block 139 in San Francisco was ever sold or transferred by The John Center Company or by Charles Gompertz and thus belongs to the descendants of Charles Gompertz.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this 30th day of September, 2024 at Los Angeles, California.

Joanne Parrent

Joanne Parrent

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EXHIBIT 9

ENTERED in Minute Book, Vol. No. 21 at page 180 on February 16, 1934.

I CERTIFY that the above is a true and correct abstract of the judgment entered in the above entitled case.

DATE of issuance of this abstract Feb. 28, 1934.

(Seal) ROBERT W. DENNIS, Clerk of Municipal Court, of the City and County of San Francisco, State of California.

By J.H. MORAN, Deputy Clerk.

FILED & RECORDED at request of Plaintiff Feb. 28, 1934, at 8 min. past 10 A.M.

No. I-34748 Fee $1.00 Fol. 2

Compared-Book, Compared-Document,

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THE JOHN CENTER COMPANY)
TO)
C.W. GOMPERTZ)

THIS INDENTURE, made this 15th day of February, 1934, between THE JOHN CENTER COMPANY, a corporation organized and doing business under the laws of the State of California, and having its principal place of business in the City and County of San Francisco, the party of the first part, and CHARLES W. GOMPERTZ, the party of the second part;

WITNESSETH: THAT the said party of the first part, in consideration of the sum of TEN AND 00/100 DOLLARS ($10.00), lawful money of the United States of America, to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, and sell unto the said party of the second part, and to his heirs and assigns forever, all those certain lots, pieces, or parcels of land situate in the City and County of San Francisco, State of California, and bounded and described as follows, to-wit:

COMMENCING at a point formed by the intersection of the Southerly line of Alameda Street with the Westerly line of Hampshire Street running thence Westerly along said line of Alameda Street 100 feet; thence at a right angle Southerly 150 feet; thence at a right angle Easterly 100 feet; and thence at a right angle Northerly along the Westerly line of Hampshire Street 150 feet to the point of beginning.

BEING a portion of Potrero Nuevo Block #46.

COMMENCING at a point formed by the intersection of the Easterly line of Hampshire Street with the Northerly line of Mariposa Street running thence Easterly along said line of Mariposa Street 100 feet; thence at a right angle Northerly 100 feet; thence at a right angle Westerly 100 feet; and thence at a right angle Southerly along the Easterly line of Hampshire Street 100 feet to the point of commencement.

BEING a portion of Potrero Nuevo Block #64.

COMMENCING at a point formed by the intersection of the Easterly line of Potrero Avenue with the Northerly line of 19th Street running thence Northerly along Potrero Avenue 300 feet; thence at a right angle Easterly 100 feet; thence at a right angle Southerly 75 feet; thence at a right angle Easterly 100 feet; to Utah Street, thence at a right angle Southerly along Utah Street 225 feet; and thence at a right angle Westerly along Nineteenth Street 200 feet to Potrero Avenue and the point of beginning.

BEING a portion of Potrero Nuevo Block #75.

COMMENCING at a point formed by the intersection of the Easterly line of Potrero Avenue with the Southerly line of Nineteenth Street, running thence Southerly along Potrero Avenue 542 feet; thence at a right angle Easterly 200 feet; to Utah Street, thence at a right angle Northerly along Utah Street 542 feet to Nineteenth Street; and thence at a

right angle Westerly along Nineteenth Street 200 feet to Potrero Avenue and the point of beginning.

BEING all of Potrero Nuevo Block #76 and portions of Potrero Nuevo Blocks #77/78.

COMMENCING at a point formed by the intersection of the Northerly line of 17th St., with the Westerly line of Kansas Street running thence Northerly along the Westerly line of Kansas Street 85 feet; thence at a right angle Westerly 100 feet; thence at a right angle Southerly 85 feet; to 17th Street, and thence at a right angle Easterly along the Northerly line of 17th Street 100 feet to the point of beginning.

BEING a portion of Potrero Nuevo Block #130.

COMMENCING at a point formed by the intersection of the Southerly line of 18th St., with the Easterly line of De Haro Street running thence Southerly along De Haro Street 400 feet; to the Northerly line of 19th Street, thence at a right angle Easterly along 19th Street 200 feet; to the Westerly line of Carolina Street, thence at a right angle Northerly 400 feet; to the Southerly line of 18th Street, and thence at a right angle Westerly 200 feet; to the Easterly line of De Haro Street and point of beginning.

All of Potrero Nuevo Block #175.

COMMENCING at a point formed by the intersection of the Southerly line of 18th St., with the Easterly line of Carolina Street running thence Southerly along the Easterly line of Carolina Street 400 feet; to 19th Street, thence at a right angle Easterly 135 feet 9 inches to a point distant 64 feet 3 inches Westerly from the Westerly line of Wisconsin Street, running thence Northeasterly 158 feet 3 inches to a point on the Westerly line of Wisconsin Street distant 144 feet 8 inches Northerly, from the Northerly line of 19th Street running thence Northerly along the Western line of Wisconsin Street 255 feet 4 inches to the Southerly line of 18th Street; and thence at a right angle Westerly 200 feet to the Easterly line of Carolina Street and the point of beginning.

BEING a portion of Potrero Nuevo Block #198.

COMMENCING at a point formed by the intersection of the Northerly line of 25th Street, with the Easterly line of Connecticut St., running thence Easterly along 25th Street 200 feet; to Missouri Street, thence at a right angle Northerly along Missouri Street 349 feet 10 inches; thence at a right angle Westerly 200 feet to Connecticut Street; and thence at a right angle Southerly along Connecticut Street 349 feet 10 inches to the Northerly line of 25th Street and point of beginning.

BEING a portion of Potrero Nuevo Block #252.

COMMENCING at a point formed by the intersection of the Northerly line of 25th St., with the Westerly line of Minnesota St., running thence Northerly along Minnesota Street 381 feet; thence at a right angle Westerly 200 feet; to Indiana Street, thence at a right angle Southerly 381 feet; to 25th Street, thence at a right angle Easterly 200 feet; along 25th Street to Minnesota Street and point of beginning.

BEING a portion of Potrero Nuevo Block #360.

COMMENCING at a point formed by the intersection of the Southerly line of 24th Street with the Westerly line of Tennessee Street running thence Southerly along Tennessee Street 200 feet; thence at a right angle Westerly 200 feet; to Minnesota Street, thence at a right angle Northerly 200 feet, to 24th Street, and thence at a right angle Easterly along 24th Street 200 feet, to Tennessee Street, and the point of beginning.

BEING a portion of Potrero Nuevo Block #369.

COMMENCING at a point formed by the intersection of the Northerly line of 17th Street with the Westerly line of Shotwell Street running thence Northerly along said line of Shotwell Street 420 feet; thence at a right angle Westerly 74 feet 6 inches; thence at a

right angle Southerly 420 feet, to 17th Street, and thence at a right angle Easterly along 17th Street 74 feet, 6 inches, and point of beginning.

BEING a portion of Mission Block #42.

COMMENCING at a point on the Easterly line of Folsom St. distant thereon 165 feet Southerly from the Southerly line of 16th Street running thence Southerly along said line of Folsom Street 35 feet; thence at a right angle Easterly 131 feet; thence at a right angle Northerly 35 feet, and thence at a right angle Westerly 131 feet, to the Easterly line of Folsom Street, and point of beginning.

BEING a portion of Mission Block #49.

COMMENCING at a point distant 260 feet Northerly from the Northerly line of 23rd Street and 122 feet 6 inches Westerly from the Westerly line of Harrison Street running thence Northerly and parallel with Harrison Street 25 feet, to the Southern Pacific right-of-way, thence Southwesterly and along the Southern Pacific right-of-way 32 feet, to a point distant 105 feet Easterly from the Easterly line of Treat Avenue and 260 feet Northerly from the Northerly line of 23rd Street, and thence Easterly and parallel with 23rd Street 17 feet 6 inches to the point of beginning.

BEING a portion of Mission Block #139.

AND ALSO all other property, both real and personal, of every kind, nature and description belonging to said The John Center Company, or in which it has any interest and wheresoever situate, save and except the promissory notes payable to said The John Center Company and secured by mortgages or deeds of trust, and save and except the personal property situated on the real property of The John Center Company at the Northwest corner of 16th and Folsom Streets.

TOGETHER with the tenements, hereditaments, and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD the said premises, together with the appurtenances, unto the said party of the second part, and to his heirs and assigns forever.

IN WITNESS WHEREOF, the party of the first part, by its President and Secretary thereunto duly authorized by resolution of its Board of Directors, has caused its corporate name to be hereunto subscribed and its corporate seal to be hereunto affixed, the day and year first above written.

(Corp. Seal) THE JOHN CENTER COMPANY,

By CHARLES W. GOMPERTZ, President.

By M.Z. QUINN, Secretary.

State of California)
) ss.
City and County of San Francisco)

On this 15th day of February in the year one thousand nine hundred and thirty-four before me, W.W. Healey, a Notary Public in and for the said City and County, residing therein, duly commissioned and sworn, personally appeared Charles W. Gompertz and M.Z. Quinn known to me to be the President and Secretary, respectively, of The John Center Company, the corporation described in and that executed the within instrument, and duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in said City and County of San Francisco, the day and year in this Certificate first above written.

(Seal) W.W. HEALEY, Notary Public
in and for the said City and County of San Francisco, State of California.
My Commission expires August 29, 1937.

Recorded at request of Morrison, et al. Feb. 28, 1934, at 9 min. past 10 A.M.
No. I-34749 Fee $3.20 Fol. 28
Compared-Book, Brunswick Compared-Document,
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EXHIBIT 10

CLTA PLANT INFORMATION

Issued By:

CHICAGO TITLE INSURANCE COMPANY

Guarantee Number:

FCPF-2371240335

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, AND THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE,

CHICAGO TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

the Assured named in Schedule A of this Guarantee

against loss or damage not exceeding the Amount of Liability stated in Schedule A sustained by the Assured by reason of any incorrectness in the Assurances set forth in Schedule A.

Chicago Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

Chicago Title Company
1200 Concord Ave., Suite 400
Concord, CA 94520

Countersigned By:

Morris Evans

Morris Evans
Authorized Officer or Agent

ISSUING OFFICE:
Title Officer: Kristian Casillas Chicago Title Company 1200 Concord Ave., Suite 400 Concord, CA 94520 Phone: (925)288-8000 Fax: (925)288-6405 Main Phone: (925)288-8000 Email: kristian.casillas@titlegroup.fntg.com

SCHEDULE A

Amount of Liability	Fee	Title Officer
$1,000.00	$650.00	Kristian Casillas

Date of Guarantee: July 19, 2024 at 12:00 AM

1. Name of Assured: Barg Coffin Lewis & Trapp, LLP

2. The Land is described as follows:

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

3. ASSURANCES:

   According to the Company's property records subsequent to April 28, 1908, relative to the Land (but without examination of those Company records maintained and indexed by name), there are no deeds describing the Land or any portion thereof, other than those shown in Schedule B.

END OF SCHEDULE A

EXHIBIT "A"
Legal Description

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

All that certain real property, situate in the City and County of San Francisco, State of California, over a portion of the former SPRR Right of Way per Judgement 19851 Recorded March 8, 1912 as shown on Final Map No, 10057 filed on November 25, 2020 in Book 1 of Final Maps at pages 126-129, San Francisco County Records, as shown on Exhibit "B" made a part hereof more particularly described as follows:

Commencing at a point on the southerly corner of Lot 1 of said Final Map No, 10057, said point being on the easterly line of Treat Avenue (60 feet wide) as shown on said map (the bearing of Treat Avenue taken as North 00°00'00" East for the purpose of this description), said point also being the beginning of a non-tangent curve to the left with a radius of 925.37 feet; thence leaving said easterly line of Treat Avenue, from a tangent bearing North 43°38'21" East, along the southeasterly line pf said Lot 1 and along said curve, through a central angle of 1°33'58", a distance of 25.29 feet to the Point of Beginning; thence continuing along last said curve through a central angle of 5°59'06", a distance of 96.66 feet to the most easterly corner of said Lot 1, said point also being the southwesterly corner of Parcel Three as described in that certain Correction Grant Deed recorded September 20, 2023 in Document No. 2023067950 of Official Records of San Francisco County, thence along the southerly line of said parcel, South 90°00'00" East, 9.26 feet to the southeasterly corner of said parcel, thence along the easterly line of said parcel, North 33°32'32" East, 71.99 feet to the most northeasterly corner of said parcel, thence along the northerly line of said parcel, North 90°00'00" West, 8.79 feet to the northwesterly line of said former SPRR Right of Way; said point also being the beginning of a non-tangent curve to the left with a radius of 925.37 feet; thence along said curve, from a tangent bearing North 31°36'49" East, through a central angle of 8°42'52", a distance of 140.74 feet to the southerly line of 22nd Street (64 feet wide) as shown on said map, along said southerly line of 22nd Street, North 90°00'00" East, 62.25 to the westerly line of Harrison Street (82.50 feet wide) as shown on said map; thence along last said line, South 00°00'00" East, 6.39 feet to the southeasterly line of said former SPRR Right of Way, said point also being the beginning of a non-tangent curve to the right with a radius of 985.37 feet; thence along said curve, from a tangent bearing South 21°49'59" West, through a central angle of 11°45'04", a distance of 202.09 feet to northwesterly corner of Lot 1 of Final Map No. 7452 filed on October 4, 2013 in Book 122 of Condominium Maps at pages 39-40, San Francisco County Records; thence along the westerly projection of the northerly line of said Lot 1, North 90°00'00" West, 28.70 feet to the intersection with the northerly projection of the westerly line of said Lot 1;thence along said prolongation, South 00°00'00" East, 40.92 feet to said southeasterly line of former SPRR Right of Way, said point also being the beginning of a non-tangent curve to the right with a radius of 985.37 feet; thence along said curve, from a tangent bearing South 36°29'27" West, through a central angle of 2°30'22", a distance of 43.10 feet; thence leaving last said line, North 90°00'00" West, 78.92 feet to the Point of Beginning.

Containing 17,227 square feet, more or less.

For APN/Parcel ID(s): Lot 036A, Block 3639

SCHEDULE B

1. Entitled: DEED
Dated: April 28, 1908
Executed by: John Center (a Widower); The John Center Company, a corporation
Recording Date: April 29, 1908
Recording No: I41989, Book 158, Page 191 of Deeds

2. Entitled: DECREE ESTABLISHING TITLE, San Francisco Superior Court, Case No. : 8350
Dated: January 14, 1909
Plaintiff: The John Center Company, a corporation
Recording Date: January 14, 1909
Recording No: J31579, Book 246, Page 252 of Deeds

3. Entitled: Decree Quieting Title
Dated: January 19, 1912
Executed by: Southern Pacific Railroad Company
Recording Date: Mach 8, 1912
Recording No: M34464, Book 598 of Deeds, Page 329

4. Entitled: Indenture
Dated: February 15, 1934
Executed by: The John Center Company
Recording Date: February 28, 1934
Recording No: I34749, Book 2601 OR Page 416

5. Entitled: Deed
Dated: October 23, 1991
Executed by: George Allan Center; Ernest R. Heinzer & James W. Heinzer, as tenancy in common
Recording Date: October 24, 1991
Recording No.: F016418, Book F488, Page 583, of Official Records

6. Entitled: Disclaimer and Release of Intent in Real Property and Withdrawal of Notice of Pending Action
Executed by: Southern Pacific Transportation Company
Recording Date: November 8, 1996
Recording No.: 96-G073943-00, of Official Records

SCHEDULE B
(continued)

7. Entitled: Deed
Executed by: James Watson Heinzer; The James Watson Heinzer and Barbara Guldin Heinzer AB Living Trust
Recording Date: May 30, 2003
Recording No.: 2003-H449802-00, Reel I398, Image 0584, of Official Records

8. Entitled: Quitclaim Deed
Dated: July 06, 2023
Executed by: James Watson Heinzer and Barbara Guldin Heinzer, as trustees for The James Watson Heinzer and Barbara Guldin Heinzer AB Living Trust
Recording Date: July 11, 2023
Recording No: 2023048393

END OF SCHEDULE B

EXCLUSIONS FROM COVERAGE

Except as expressly provided by the assurances in Schedule A, 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.

(b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the Public Records (1) that are created, suffered, assumed or agreed to by one or more of the Assureds; or (2) that result in no loss to the Assured.

(c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records.

(d) The identity of any party shown or referred to in any of the schedules of this Guarantee.

(e) The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this Guarantee.

(f) (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.

(g) (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.

GUARANTEE CONDITIONS

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 Schedule A, or on a supplemental writing executed by the Company.

(b) "Land": the Land described or referred to in Schedule A, 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, 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": those records established under California 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 of Guarantee": the Date of Guarantee set forth in Schedule A.

(f) "Amount of Liability": the Amount of Liability as stated in Schedule A.

2. NOTICE OF CLAIM TO BE GIVEN BY ASSURED

The Assured shall notify the Company promptly in writing in case knowledge shall come to the Assured of any assertion of facts, or claim of title or interest that is contrary to the assurances set forth in Schedule A and that might cause loss or damage for which the Company may be liable under 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 the 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 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 Paragraph 4 (b), or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A 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 the 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, the 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 the Assured for this purpose. Whenever requested by the Company, the 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 correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to 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.

(continued)

5. PROOF OF LOSS OR DAMAGE

(a) In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Assured furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

(b) 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 paragraph 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.

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 together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

(b) To pay or otherwise settle with the Assured any claim assured against under this Guarantee. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or

(c) To pay or otherwise settle with other parties for the loss or damage provided for under this Guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in 6 (a), (b) or (c) of this paragraph the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than the payments required to be made, shall terminate, including any duty to continue any and all litigation initiated by the Company pursuant to Paragraph 4.

7. LIMITATION OF LIABILITY

(a) 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 Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of this Guarantee.

(b) If the Company, or the Assured under the direction of the Company at the Company's expense, 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.

(c) 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.

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

8. 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 under this Guarantee pro tanto.

9. 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, the loss or damage shall be payable within thirty (30) days thereafter.

10. 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.

(continued)

11. ARBITRATION

Either the Company or the Assured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. 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 to any other controversy or claim arising out of the transaction giving rise to this Guarantee. All arbitrable matters when the amount of liability is Two Million And No/100 Dollars ($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 Two Million And No/100 Dollars ($2,000,000) shall be arbitrated only when agreed to by both the Company and the Assured. Arbitration pursuant to this Guarantee and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

12. 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.

13. SEVERABILITY

In the event any provision of this Guarantee, in whole or in part, is held invalid or unenforceable under applicable law, the Guarantee shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

14. CHOICE OF LAW; FORUM

(a) Choice of Law: The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guaranties of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Assured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

15. 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:

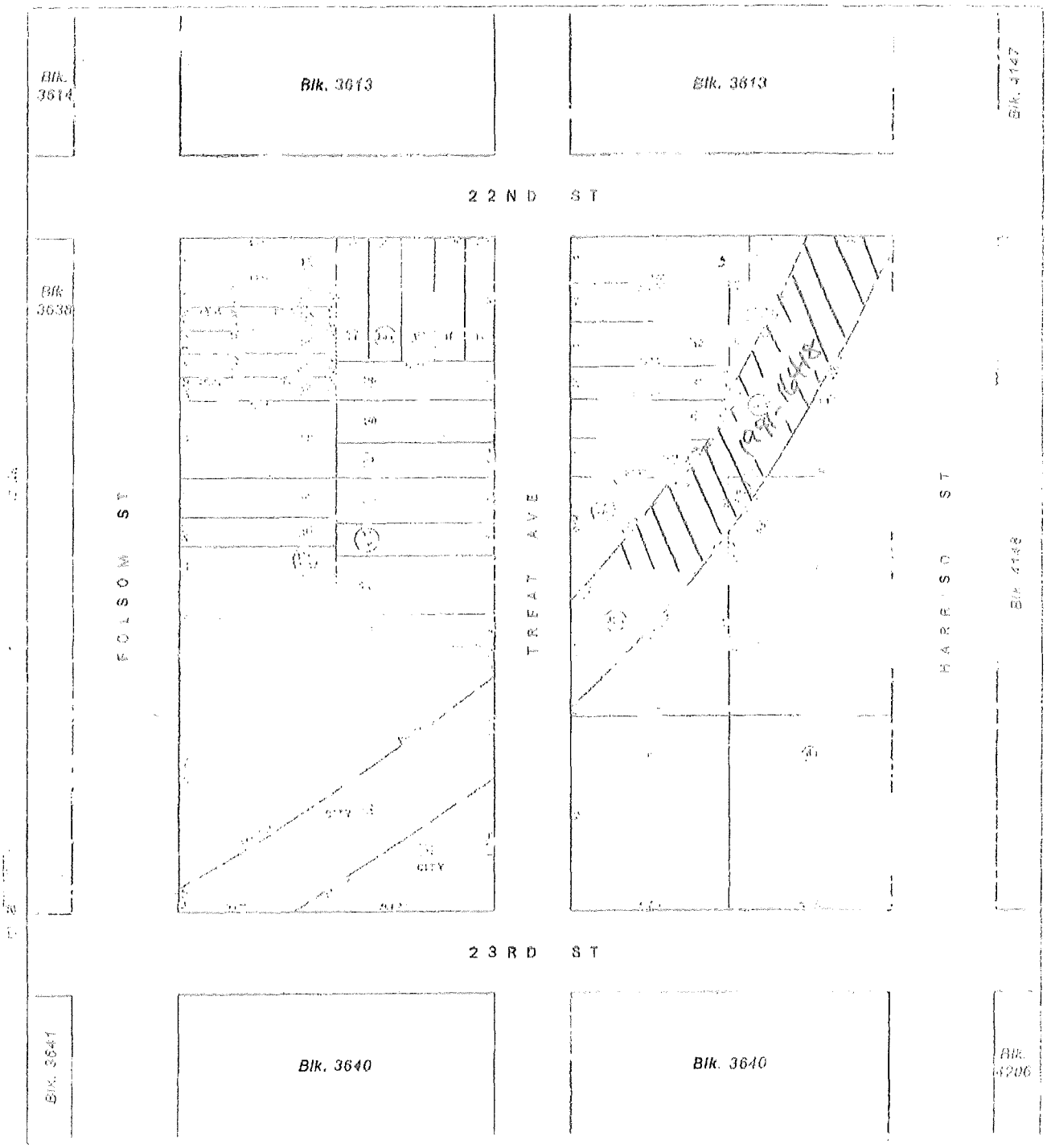
Chicago Title Insurance Company
P.O. Box 45023
Jacksonville, FL 32232-5023
Attn: Claims Department

END OF CONDITIONS

Volume 24

MISSION BLK. 139

Block 3639



SAN FRANCISCO CITY & COUNTY
ASSESSOR'S BLOCK MAP

DISCLAIMER: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL LOT SPLIT OR BUILDING SITE ORDINANCES.

REVISED: 2022

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

EXHIBIT 11

RECORDING REQUESTED BY
AND
WHEN RECORDED RETURN TO:

ARTHUR D. LEVY
Ewell & Levy
351 California Street
Suite 1100
San Francisco, California 94104

San Francisco Co Recorder's Office
Gregory Joseph Diaz, County Recorder
DOC - 96-G073943--00
Check Number 6400
REQD BY
Friday, NOV 08, 1996 12:51:19
REC $9.00 PAG $5.00 MIC $1.00
STP $4.00
Ttl Pd $19.00 Nbr-0000674483
REEL 6756 IMAGE 0415 oed/JL/5

DISCLAIMER AND RELEASE OF INTEREST IN REAL PROPERTY AND WITHDRAWAL OF NOTICE OF PENDING ACTION

Southern Pacific Transportation Company, for itself and for its parent, subsidiary, and affiliated corporations and entities, hereby disclaims and releases any and all right, title, and interest in and to that certain real property situated in the City and County of San Francisco, California described in Exhibit "A", and covenants that neither Southern Pacific Transportation Company nor any of its parent, subsidiary, and affiliated corporations will file, pursue, or pursue further any suit asserting any claim of right, title, or interest in or to the property so described based on any claim arising or existing on or before the date of this Disclaimer.

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G073943

Southern Pacific Transportation Company hereby withdraws the Notice of Pending Action, recorded on August 23, 1992 at Reel/Book F700 Image/Page 0535 Instrument no. F179540, and such Notice shall be of no further force or effect.

WITNESS my hand this 21 day of October 1996.

SOUTHERN PACIFIC TRANSPORTATION COMPANY

by: M R Casey

Its Asst Vice President

G073943

Printed on Recycled Paper
20% Post Consumer Waste

SAN FRANCISCO CA. RECORDER'S OFFICE
Bruce Jamison, Recorder
DOC- F179540
Wednesday, August 26, 1992 03:43:00PM
Rec 6.00 --- Pg 6.00
Stp 5.00 --- Mic 1.00
Amt 20.00 ---
TOTAL -> $20.00
REEL F700 IMAGE 0535

VICKI E. BAER
MICHAEL H. ZACHARY
KEN A. KUWATTI
MORRISON & FOERSTER
755 Page Mill Road
Palo Alto, CA 94304
Telephone: (415) 813-5600

Attorneys for Plaintiff
SOUTHERN PACIFIC TRANSPORTATION COMPANY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE CITY AND COUNTY OF SAN FRANCISCO

SOUTHERN PACIFIC TRANSPORTATION COMPANY, Plaintiff, v. ERNEST R. HEINZER and JAMES W. HEINZER, d/b/a/ ERNEST A. HEINZER & SONS COMPANY; WESTERN PLYWOOD, INC., a California corporation; TED F. SURBER and SANDRA J. SURBER, d/b/a/ SURBER & ASSOCIATES; and DOES 1 through 20, Defendants.	No. 945470 NOTICE OF PENDENCY OF ACTION (LIS PENDENS)

PLEASE TAKE NOTICE THAT the above-captioned action, by Plaintiff SOUTHERN PACIFIC TRANSPORTATION COMPANY against defendants ERNEST R. HEINZER and JAMES W. HEINZER, d/b/a/ ERNEST A. HEINZER & SONS COMPANY; WESTERN PLYWOOD, INC., a California corporation; TED F. SURBER and SANDRA J. SURBER, d/b/a/ SURBER & ASSOCIATES; and DOES 1 through 20, affects title to and/or possession of real property in that plaintiff is seeking to quiet title to certain real property located in the

EXHIBIT A

Non-Order Search
Doc: CASFRA:1996 00073943
Requested By: chuckwhitecotton, Printed: 9/27/2024 9:56 AM

G073943

A parcel of land situate in the City and County of San Francisco, State of California being a portion of that 60 foot wide strip of land as described thirdly in that certain deed from, John Center to The San Francisco and San Jose Railroad Company recorded May 26, 1868 in Liber 429 of Deeds at Page 391, lying 30.00 feet equally on each side of that center line described therein in part as follows:

"Beginning at a point located 5.00 feet west of the Westerly line of Folsom Street and 2.00 feet south of the southerly line of 23rd Avenue; thence along the center line curving to the left to a point in the middle of Harrison Street that is 15.00 feet south of the Northern line of Alta Street."

Being that portion thereof bounded; on the north by the southerly line of 22nd. Street; on the East by the westerly line of Harrison Street; on the West by the easterly line of Treat Avenue; and on the South by a line parallel with and 260.00 feet southerly of, measured at right angles, the southerly line of said 22nd. Street.

Excepting therefrom the herein above described parcel any portion thereof lying within that parcel of land as described in deed recorded December 23, 1952 as Recorders Series B-37046, in Book/Reel 6064 of Official Records at Page/Image 354, Records of City and County of San Francisco.

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Francisco

G073343

On October 23, 1996 (DATE) before me, Joseph F. Jubilado, Notary Public (NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC")

personally appeared M. W. Casey (NAME(S) OF SIGNER(S))

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

JOSEPH F. JUBILADO
COMM. # 1058349
Notary Public — California
SAN FRANCISCO COUNTY
My Comm. Expires JUN 8, 1999

WITNESS my hand and official seal.

SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

[ ] INDIVIDUAL
[ ] CORPORATE

TITLE(S)

[ ] PARTNER(S) [ ] LIMITED [ ] GENERAL
[ ] ATTORNEY-IN-FACT
[ ] TRUSTEE(S)
[ ] GUARDIAN/CONSERVATOR
[ ] OTHER

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT 12

FILED
1965 MAY 12 AM 11:01
JACK G. BLUE
COUNTY CLERK

Entry Date MAY 13 1965
Vol. 117 Page 37 (Reel)
Jack G. Blue, County Clerk
By [signature] Deputy

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

In the Matter of the Estate of CHARLES W. GOMPERTZ, also known as CHARLES WILLIAM GOMPERTZ, CHARLES GOMPERTZ, and as C. W. GOMPERTZ, Deceased.	No. 123,339 - Department No. 4

ORDER SETTLING AND APPROVING ELEVENTH AND FINAL ACCOUNT AND REPORT OF CROCKER-CITIZENS NATIONAL BANK, AS TRUSTEE, ALLOWING TRUSTEE'S FEES AND ATTORNEYS' FEES, AND OF FINAL DISTRIBUTION OF TRUST ASSETS

CROCKER-CITIZENS NATIONAL BANK, a national banking association, formerly CROCKER-ANGLO NATIONAL BANK, trustee under the last will and testament of Charles W. Gompertz, deceased, and under the decree of final distribution in the estate of said decedent, having heretofore, on April 23, 1965, rendered and filed in the above entitled court and matter its eleventh and final account and report of its administration of said estate as trustee, which account and report covers the period September 22, 1964 to and including March 11, 1965, and as a part of said report said trustee having petitioned for the settlement and approval thereof, for allowance of compensation to said trustee and to the attorneys for said trustee, and for final distribution of trust assets, and said account, report and petition coming on regularly to be heard this 12th day of May, 1965, and it satis-

HAGAR, CROSBY & ROSSOH
ATTORNEYS AT LAW
CENTRAL BUILDING
OAKLAND, CALIF. 94612
834-4820

factorily appearing to the court and the court hereby finds:

That due and legal notice of the time and place fixed for the hearing of said account, report and petition has been duly and regularly given in the manner, for the time, and in all respects as required by law, and that special notice of the time and place fixed for the hearing of said account, report and petition has been duly and regularly given to each of the remaindermen of said trust (the beneficiary of said trust having died March 11, 1965), all in the manner, for the time, and as required by law; that no request for special notice has been filed in connection with the estate of said decedent.

That all matters and statements in said eleventh and final account, report and petition of Crocker-Citizens National Bank, a national banking association, as trustee, are true and correct, and correctly shows the balance of income and the amount of corpus of said trust in the hands of said trustee for the period covered by said account and report, namely, September 22, 1964 to and including March 11, 1965, and that each and all of said disbursements made by said trustee from the income and from the corpus of said estate were and are proper and lawful disbursements.

That all acts and proceedings of said trustee in its administration of said trust from September 22, 1964 to and including March 11, 1965, as set forth in said account and report, should be approved, ratified, allowed and confirmed.

That said trustee has received no compensation whatever, and is entitled to such compensation, for its services in the administration of said trust for the period covered by said eleventh and final account and report, namely, September 22, 1964 to and including March 11, 1965; that Hagar, Crosby & Rosson, the attorneys for said trustee in this matter, have received no compensation whatever for their services rendered as attorneys for

HAGAR, CROSBY & ROSSON
ATTORNEYS AT LAW
CENTRAL BUILDING
OAKLAND, CALIF. 94612
834-4020

said trustee for the period September 22, 1964 to and including March 11, 1965, and said attorneys are entitled to such compensation; that the sum of $ 7000 is a reasonable and proper sum for said trustee to receive for its services rendered as trustee during said period; that the sum of $ 300 is a reasonable and proper sum for said Hagar, Crosby & Rosson to receive for their services rendered as attorneys for said trustee during said period; that it would be to the best interests of said trust estate and the persons interested therein for said trustee's fees and attorneys' fees to be paid entirely from the income of said trust estate.

Under the provisions of the trust created under the last will and testament of Charles W. Gompertz, the above named decedent, the trust ceased and terminated upon the date of death of Anita T. Gompertz, the beneficiary under the trust, i.e., March 11, 1965, and the property comprising the corpus of the trust estate together with any undistributed income is to vest in JOHN L. GOMPERTZ and RUTH GOMPERTZ WATSON, share and share alike.

Said John L. Gompertz and Ruth Gompertz Watson entered into an agreement and plan of distribution to provide for distribution to them of specific assets of the trust as a part of their respective shares thereof, and that distribution of trust assets should be made in accordance with said agreement.

The sum of $500.00 should be reserved from the assets of the trust for estimated expenses of closing the trust, any unexpended balance of such sum to be remitted to said John L. Gompertz and Ruth Gompertz Watson, share and share alike.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1) That said eleventh and final account and report of Crocker-Citizens National Bank, a national banking association,

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as said trustee, as filed herein, be and the same are hereby settled, allowed, approved and confirmed, and that all of the acts and proceedings of said trustee in its administration of said trust from September 22, 1964 to and including March 11, 1965, be and the same are hereby approved, allowed, ratified and confirmed.

2) That said Crocker-Citizens National Bank, a national banking association, as said trustee, shall pay to itself, out of the income account of said trust, the sum of $7,000.00 for services rendered by it as trustee for the period September 22, 1964 to and including March 11, 1965, and for the additional services so to be rendered by said trustee subsequent to March 11, 1965, to the date of final closing of the trust in connection with distributing assets of the trust.

3) That out of the income account of said trust said trustee shall pay to Hagar, Crosby & Rosson, attorneys for said trustee in its administration of said trust, the sum of $300.00 for legal services rendered said trustee in the administration of said trust from September 22, 1964 to and including March 11, 1965, and for their services in preparation of the eleventh and final report and petition of said trustee and appearing in court at the hearing thereon.

4) That the sum of $500.00 be reserved from the assets of the trust for estimated expenses in closing the trust, any unexpended balance of such sum to be remitted to JOHN L. GOMPERTZ and RUTH GOMPERTZ WATSON, share and share alike.

5) That the assets of the trust now in the hands of said trustee be and the same are hereby distributed as follows:

To JOHN L. GOMPERTZ, the following:

> Note of John L. Gompertz and Margaret B. Gompertz, bearing interest at 5% per annum, due March 16, 1971, on which there is a principal balance outstanding of $35,983.58.

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Cash in the sum of ..... $ 6609.91

990 shares AMERICAN HOME PRODUCTS CORP.
540 shares CITIES SERVICE CO.
113 shares CONTINENTAL ASSURANCE CO.
697 shares CROCKER-CITIZENS NATIONAL BANK
50 shares DU PONT, E. I. de NEMOURS & CO.
279 shares FIRST NATIONAL CITY BANK OF NEW YORK
50 shares GENERAL ELECTRIC CO.
68 shares GENERAL MOTORS CORPORATION
2,040 shares GOODYEAR TIRE AND RUBBER COMPANY
100 shares INTERNATIONAL PIPE & CERAMICS 5% Cv. Pfd.
16 shares OAKLAND BANK OF COMMERCE
750 shares SCOTT PAPER COMPANY
1,408 shares STANDARD OIL COMPANY OF CALIFORNIA

$5,000 f/v CALIFORNIA-TBA CARQUINEZ BRIDGE Rev. Ref. 3.625% Bonds, due December 1, 1992
$5,000 f/v CALIFORNIA-VETS 3% Bonds, due October 1, 1969
$10,000 f/v LOS ANGELES COUNTY FLOOD CONTROL DISTRICT 4% Bonds, due May 1, 1982
$5,000 f/v LOS ANGELES JUNIOR COLLEGE DISTRICT 3.75% Bonds, due February 1, 1969
$5,000 f/v MASSACHUSETTS HIGHWAY IMPROVEMENT bonds 2%, due November 1, 1973
$5,000 f/v NEW YORK THRUWAY AUTH. GENERAL REVENUE 2.7% Bonds, due July 1, 1994
$10,000 f/v OAKLAND UNIFIED SCHOOL DISTRICT 2.75% Bonds, due October 15, 1965
$5,000 f/v POMONA UNIFIED SCHOOL DISTRICT 2.5% Bonds, due September 1, 1968
$5,000 f/v REDWOOD CITY SCHOOL DISTRICT 2% Bonds, due January 1, 1967
$5,000 f/v SAN MATEO UN. HIGH SCHOOL DISTRICT 2.75% Bonds, due June 1, 1968
$10,000 f/v TRI DAM PROJECT 3.05% Bonds, due July 1, 2004
$5,000 f/v VISALIA SCHOOL DISTRICT 2% Bonds, due December 28, 1971

To RUTH GOMPERTZ WATSON, the following:

Cash in the sum of ..... $ 14,715.35

990 shares AMERICAN HOME PRODUCTS CORP.
541 shares CITIES SERVICE CO.
113 shares CONTINENTAL ASSURANCE CO.
698 shares CROCKER-CITIZENS NATIONAL BANK
50 shares DU PONT, E. I. de NEMOURS & CO.
279 shares FIRST NATIONAL CITY BANK OF NEW YORK
50 shares GENERAL ELECTRIC COMPANY
68 shares GENERAL MOTORS CORPORATION
2,040 shares GOODYEAR TIRE & RUBBER COMPANY
100 shares INTERNATIONAL PIPE & CERAMICS 5% Cv. Pfd.
16 shares OAKLAND BANK OF COMMERCE
750 shares SCOTT PAPER COMPANY
1,408 shares STANDARD OIL COMPANY OF CALIFORNIA

$5,000 f/v ALHAMBRA HIGH SCHOOL DISTRICT, LOS ANGELES COUNTY 2% Bonds, due October 1, 1973
$5,000 f/v BOSTON METROPOLITAN DISTRICT 1.875% Bonds, due August 15, 1972

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$5,000 f/v CALIFORNIA-TBA CARQUINEZ BRIDGE Rev. Ref. 3.625% Bonds, due December 1, 1992
$5,000 f/v CALIFORNIA VETS 3% Bonds, due October 1, 1969
$5,000 f/v FRESNO HIGH SCHOOL DISTRICT 1.75% Bonds, due August 1, 1965
$5,000 f/v JEFFERSON SCHOOL DISTRICT SAN MATEO 2.25% Bonds, due June 15, 1975
$5,000 f/v LOS ANGELES CITY HIGH SCHOOL DISTRICT 3.5% Bonds, due July 1, 1969
$10,000 f/v LOS ANGELES COUNTY FLOOD CONTROL DISTRICT 4% Bonds, due May 1, 1982
$5,000 f/v LOS ANGELES JUNIOR COLLEGE DISTRICT 3.75% Bonds, due February 1, 1969
$5,000 f/v MASSACHUSETTS HIGHWAY IMP. 2% Bonds, due November 1, 1971
$5,000 f/v METROPOLITAN WATER DISTRICT, SOUTHERN CALIFORNIA 3% Bonds, due April 1, 1975
$10,000 f/v OAKLAND UNIF. SCHOOL DISTRICT 2.75% Bonds, due October 15, 1965
$5,000 f/v OREGON VETS COMPENSATION 1.75% Bonds, due October 1, 1971
$10,000 f/v POMONA UNIFIED SCHOOL DISTRICT 2.5% Bonds, due September 1, 1968
$5,000 f/v SAN MATEO UN. HIGH SCHOOL DISTRICT 2.75% Bonds, due June 1, 1968
$10,000 f/v TRI DAM PROJECT 3.05% Bonds, due July 1, 2004
$5,000 f/v WATSONVILLE SCHOOL DISTRICT 2.25% Bonds, due January 1, 1973

6) That any and all moneys or other property received by the trustee on account of said trust from March 12, 1965, to date of final transfer of the trust assets, representing income or distributions from the respective securities hereinabove distributed to JOHN L. GOMPERTZ and RUTH GOMPERTZ WATSON, shall be distributed to said JOHN L. GOMPERTZ and RUTH GOMPERTZ WATSON in accordance with their respective interests in said securities as hereinabove provided.

7) Upon distribution of the assets of the trust as hereinabove provided, CROCKER-CITIZENS NATIONAL BANK, a national banking association, trustee of the trust created under the last will and testament of CHARLES W. GOMPERTZ, deceased, is discharged as such trustee and is released from liability for acts to be thereafter incurred.

Dated: May 12, 1965.

Judge of the Superior Court

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EXHIBIT 13

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AMENDED TRUST AGREEMENT

This Amended Trust Agreement is entered into at Carmel, California, on March 12, 1979 by and between RUTH G. WATSON as Trustor and JANET W. ADAMS and FRANKLIN H. WATSON III as Trustees.

On September 15, 1965, RUTH G. WATSON, as Trustor and WELLS FARGO BANK, N.A., entered into an agreement which created certain trusts. The agreement provides that RUTH G. WATSON has the right to amend the agreement. The agreement was amended on June 1, 1973.

RUTH G. WATSON now wishes to amend the agreement of September 15, 1965, as so amended, by amending it in its entirety to now read as follows:

ARTICLE ONE

Provisions Applicable During the Lifetime of RUTH G. WATSON, the Trustor

1.1 Payment of Income. The Trustee shall pay the entire net income of the trust to or for the benefit of RUTH G. WATSON so long as she shall live, at convenient intervals, but not less frequently than quarterly.

1.2 Use of Principal. In addition to the foregoing provisions with respect to income, the Trustee shall have the power in its discretion to use and apply such part of

the principal of the trust for the care, support, maintenance and welfare of RUTH G. WATSON as it shall deem necessary or expedient for such purposes. In exercising the power conferred upon the Trustee by this paragraph, the Trustee need not take into consideration any means of RUTH G. WATSON outside of the trust, and the power shall be liberally construed in favor of her.

1.3 Incompetency of RUTH G. WATSON - Use of Income and/or Principal for Issue. If RUTH G. WATSON has been declared by a court of competent jurisdiction as an incompetent, or if a conservator for her has been duly appointed, then so long as such incompetency shall continue, or so long as such conservatorship proceedings continue, the Trustee shall have the power in its absolute discretion to make gifts to or for the benefit of the issue and/or the spouses of the issue of RUTH G. WATSON. In exercising its discretion pursuant to the power given by this paragraph 1.3, the Trustee shall consider what it believes RUTH G. WATSON would have done for her issue and/or such spouses, had she been able to do so. The provisions of paragraphs 1.1 and 1.2 shall still be operative during the period of guardianship or conservatorship of RUTH G. WATSON, except that the Trustee may make payments of income and/or principal pursuant to this paragraph 1.3 if it determines there is ample income and/or principal available for the needs of RUTH G. WATSON.

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ARTICLE TWO

Disposition of Trust Upon Death of RUTH G. WATSON

Upon the death of RUTH G. WATSON, the Trustee shall deal with the trust estate as follows:

2.1 Provision for death taxes. The Trustee shall make provision for the payment of the death taxes, expenses of last illness and funeral and expenses of administration, all as set forth in Article Nine hereof.

2.2 Payments to Grandchildren. The Trustee shall pay Three Thousand Dollars ($3,000) to each grandchild of RUTH G. WATSON who survives her. If any child of FRANKLIN H. WATSON III is under the age of eighteen (18) years at the time the amount is distributable to him or her, then it shall be distributed to FRANKLIN H. WATSON III, as custodian for such child under the Uniform Gift to Minors Act of California. MARILYN WATSON shall be first alternate custodian and JANET W. ADAMS second alternate custodian.

2.3 One-half for FRANKLIN H. WATSON III and Family. The Trustee shall continue to hold one-half of the balance of the assets of the trust estate for the benefit of FRANKLIN H. WATSON III, his issue and his wife, subject to the terms and provisions of Article Three hereof; and

2.4 One-half for JANET W. ADAMS and Family. The Trustee shall continue to hold one-half of the balance of the

assets of the trust estate for the benefit of JANET W. ADAMS, her issue and her husband, subject to the terms and provisions of Article Four hereof.

2.5 Income Pending Division. Pending division of the trust estate pursuant to paragraphs 2.3 and 2.4, the Trustee may pay, but need not pay, the income of the trust estate to the persons presumptively entitled thereto.

ARTICLE THREE

Separate Trust for FRANKLIN H. WATSON III And Family

The Trustee shall hold such one-half of the trust estate, all as directed in paragraph 2.3 to be held as a separate trust for the benefit of FRANKLIN H. WATSON III (hereafter in this Article "LINN"), his wife and/or the issue of LINN subject to the following terms and provisions:

3.1 Payment of Income to LINN. The Trustee shall pay the net income of the trust to or for the benefit of LINN, so long as he shall live.

3.2 Use of Principal. In addition to the foregoing provisions with respect to income, the Trustee, in its discretion, may use and apply such part of the principal of the trust for health, maintenance and support of LINN. In exercising its discretion in this regard, the Trustee shall take into

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consideration any independent income or other resources of LINN known to the Trustee.

3.3 Death of LINN - Limited Power of Appointment - Provisions in Default. Upon the death of LINN, or upon the death of RUTH G. WATSON if LINN does not survive RUTH G. WATSON, the trust shall terminate. Upon termination, the trust estate shall go to and vest in such person or persons, or corporation or corporations, other than LINN, his estate or creditors of his estate, and on such terms and conditions, either outright or in trust, as LINN shall designate by express reference to this limited power of appointment in his will duly admitted to probate. If and to the extent LINN does not exercise such limited power of appointment, or if LINN does not survive RUTH G. WATSON (in which case he shall not be able to exercise such limited power of appointment) the Trustee shall pay the entire net income of the separate trust under this Article Three to LINN's wife, for as long as she shall live. In addition thereto, the Trustee, in its discretion, may use and apply such part of the principal of the trust for the welfare of LINN's wife in the event of her financial need, sickness or accident, and/or the welfare of LINN's issue living from time to time for their, or any of their, health and education. For all purposes under this paragraph 3.3, LINN's wife shall be considered a beneficiary only if she was living with him at the time of his death. Upon the death of the

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survivor of RUTH G. WATSON, LINN, and LINN's wife, if she was living with LINN at the time of his death, or upon the death of the survivor of RUTH G. WATSON and LINN if his wife was not living with him at the time of his death, the trust under this Article Three shall terminate. Upon termination, the trust shall go by right of representation to the issue then living of LINN, subject however, as to the share of any of such issue under the age of twenty-one (21) years, to the terms and provisions of Article Five and the provisions for vesting and distribution thereof.

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ARTICLE FOUR

Separate Trust for JANET W. ADAMS And Family

The Trustee shall hold such one-half of the trust estate, all as directed in paragraph 2.4 to be held as a separate trust for the benefit of JANET W. ADAMS (hereafter in this Article "JANET"), her husband and/or the issue of JANET subject to the following terms and provisions:

4.1 Payment of Income to JANET. The Trustee shall pay the net income of the trust to or for the benefit of JANET, so long as she shall live.

4.2 Use of Principal. In addition to the foregoing provisions with respect to income, the Trustee, in its discretion, may use and apply such part of the principal of the trust

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for health, maintenance and support of JANET. In exercising its discretion in this regard, the Trustee shall take into consideration any independent income or other resources of JANET known to the Trustee.

4.3 Death of JANET - Limited Power of Appointment - Provisions in Default. Upon the death of JANET, or upon the death of RUTH G. WATSON if JANET does not survive RUTH G. WATSON, the trust shall terminate. Upon termination, the trust estate shall go to and vest in such person or persons, or corporation or corporations, other than JANET, her estate or creditors of her estate, and on such terms and conditions, either outright or in trust, as JANET shall designate by express reference to this limited power of appointment in her will duly admitted to probate. If and to the extent JANET does not exercise such limited power of appointment, of if JANET does not survive RUTH G. WATSON (in which case she shall not be able to exercise such limited power of appointment) the Trustee shall pay the entire net income of the separate trust under this Article Four to her husband, for as long as he shall live. In addition thereto, the Trustee, in its sole discretion, may use and apply such part of the principal of the trust for the welfare of JANET's husband in the event of his financial need, sickness or accident, and/or for the welfare of JANET's issue living from time to time for their, or any of their, health and education. For all purposes under this paragraph 4.3, JANET's

husband shall be considered a beneficiary only if he was living with her at the time of her death. Upon the death of the survivor of RUTH G. WATSON, JANET and JANET's husband, if he was living with JANET at the time of her death, or upon the death of the survivor of RUTH G. WATSON and JANET if JANET's husband was not living with her at the time of his death, the trust under this Article Four shall terminate. Upon termination, the trust shall go by right of representation to the issue then living of JANET, subject however, as to the share of any of such issue under the age of twenty-one (21) years, to the terms and provisions of Article Five and the provisions for vesting and distribution thereof.

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ARTICLE FIVE

Trust For Descendants of RUTH G. WATSON Under 21

The provisions of paragraph 2.2 shall be paramount to the provisions of this article. The exercise of a limited power of appointment shall also be paramount to the provisions of this article. If, pursuant to the provisions of paragraphs 3.3 or 4.3, any assets, upon the termination of any trust, would go or be payable or distributable to a descendant of RUTH G. WATSON who shall be under the age of twenty-one (21) years at the time when the same shall be so payable or distributable, (hereinafter in this paragraph "the beneficiary") then in lieu

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of being distributed to the beneficiary outright, and subject to paragraph 10.3, such assets shall be retained by the Trustee as a separate trust until the beneficiary attains the age of twenty-one (21) years or dies, whichever event shall first occur, whereupon the trust as to such assets shall terminate. Upon such termination, the Trustee shall deliver the assets then subject to such separate trust under this Article to the beneficiary, if then living, otherwise to the then living issue of the beneficiary, by right of representation. If there shall be no such living issue, then the separate trust shall go to the then living person or persons who would have been entitled under the foregoing provisions of this agreement to take the same if the beneficiary had not survived the termination of the trust which poured over to this trust. At any time or from time to time prior to the attainment by the beneficiary of the age of twenty-one (21) years, the Trustee, in its discretion, may pay to the beneficiary, or apply for his or her benefit, for the maintenance, support and education of such person as it may deem proper, all or part of the income or principal held pursuant to such separate trust. All income not so paid to or applied for the benefit of the beneficiary shall be accumulated and added to the principal of the separate trust held pursuant to this Article for his or her benefit.

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ARTICLE SIX

Ultimate Gift Over

If any trust under this Agreement is undisposed of pursuant to the foregoing, then such undisposed of portion shall go to and vest in the heirs at law of RUTH G. WATSON, such heirs at law to be ascertained as if RUTH G. WATSON had died at the time of the termination of the trust which is undisposed of, and their identities and respective shares shall be determined in accordance with the laws of succession of the State of California in effect on the date of the execution of this Amended Trust Agreement relating to the succession of separate property not acquired from a predeceased spouse.

ARTICLE SEVEN

Trust Administrative Provisions

The provisions of this Article shall apply to each of the trusts held under this agreement, except as may be specifically provided to the contrary.

7.1. Powers of Trustee. The Trustee shall have full power and authority to (a) hold and retain, either in its own name or in the name of a nominee, without liability for such retention, any and all property coming into its possession hereunder; (b) vote, and give proxies to vote, any securities having voting rights; (c) exercise any right or option of subscription or otherwise which may at any time attach, belong,

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or be given to the holders of any stocks, bonds, securities, or other instruments in the nature thereof forming part of the trust estate, and to join in any plan of lease, mortgage, consolidation, reorganization, or foreclosure of any corporation, trust, or organization, or the property or assets thereof, including the deposit of bonds, securities, and stock with any bondholders', stockholders', or protective committee in which the trust estate may hold stocks or bonds or other securities, and to take and hold any securities issued under such plan and to pay any assessments thereunder; (d) enforce any mortgage or deed of trust or pledge held hereunder and to purchase at any sale thereunder any property subject thereto; (e) sell at public or private sale (for cash or on terms), improve, lease (without restriction or limitation as to term), borrow money, mortgage, convey in trust, pledge, hypothecate, transfer, exchange, subdivide, partition, compromise, surrender, or otherwise deal with the whole or any part of the trust property upon such terms and conditions as the Trustee, in its discretion, may deem advisable; (f) borrow money, pledge trust assets as security therefor, for any purpose, including, without limiting the generality of the power to borrow, the power to use leverage either for the purpose of obtaining funds in order to diversify investments without resorting to the sale of securities or to make payments to a beneficiary; (g) construct, repair or remodel improvements on real property of the

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trust estate, and to remove or otherwise dispose of improvements of real property, as the Trustee may determine; (h) loan or advance its own funds to the trust for any purpose thereof, at the then current rate of interest, and any such loan or advance, together with interest, shall be a first lien against the trust estate and shall be repaid therefrom; (i) provide itself with public liability insurance in customary forms as an expense of the trust; (j) invest and reinvest any of the trust property held hereunder in such amounts and in such property, real or personal, including residential and/or recreational real property,as the Trustee shall deem fit and proper, including, without limiting the generality of the foregoing, speculative investments, joint ventures, limited partnerships, purchase and retention of nonincome-producing assets, all without being restricted by any statutory limitation on investments by trustees, whether or not in effect at the date hereof, and without being restricted by any general rule of diversification; (k) sell securities short, make short sales, including the short sale of substantially identical securities, including the use of existing securities as collateral or margin therefor; (l) to open any type of account with brokerage firms, including cash, commodity, margin and/or short account; (m) purchase and/or maintain life insurance or annuities of any kind or amount on the life of any beneficiary hereof, and to charge the premiums therefor to income or principal, in the discretion of the

Trustee; (n) purchase and/or maintain hospital or medical insurance (including such variants as major medical) and disability income insurance on any beneficiary hereof or person in whom any beneficiary has an insurable interest; and (o) employ and remove any custodian, investment counsel, attorney, accountant, or any other agents to assist it in administering the trust, and to pay them or any of them reasonable compensation, charging such compensation to principal or income, as the Trustee in its discretion shall determine.

7.2 Undistributed Income. Any rule of law to the contrary notwithstanding, income of the trust estate, or any share thereof, actually accrued or collected but not distributed at the time of termination of any estate or interest therein, shall be payable or credited as income proportionately to the beneficiary or beneficiaries entitled to the next estate or interest therein in accordance with his or her respective interests in such next estate or interest.

7.3 Proceeds of Sale. Irrespective of any statute purporting to direct the allocation of principal and income of trusts, the entire proceeds of the sale or transfer (other than a leasing or letting) of any part of the trust property shall be for the account of principal and shall become part of the trust estate and be held as a part thereof.

7.4 Principal and Income. The Revised Uniform Principal and Income Act of the State of California, as such Act

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may be amended from time to time, shall be applicable to this agreement, except as may be otherwise specifically set forth in this agreement.

7.5 Investment Counsel. Pursuant to paragraph 7.1(o) above, the Trustee is given the power to employ and remove investment counsel. RUTH G. WATSON recognizes that if there is a corporate co-Trustee or corporate sole Trustee acting hereunder as Trustee of any trust continuing after her death, such corporate Trustee is not likely to employ investment counsel, absent a specific direction thereto. Accordingly, after the death of RUTH G. WATSON, the individual co-Trustee, or if there is no individual Trustee, then the then living income beneficiary or beneficiaries (or their guardians or conservators, if any income beneficiary is under a disability) of each such trust shall have the right to require the Trustee to employ investment counsel, for the purpose of directing the investments of the trust for which the person so requiring it is the income beneficiary. The person or persons entitled to direct the Trustee to employ investment counsel shall also be the person who shall choose which investment counsel shall be employed, and such person shall have the power to direct the Trustee to remove and replace such investment counsel. If the employment of such investment counsel is required, the corporate Trustee is specifically directed to follow the instructions of investment counsel in the sale or exchange of

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securities or the investment of funds belonging to such trust, whether or not the investments be deemed to be speculative or hazardous according to usual standards and whether or not the same be producing income or be wasting assets. If and so long as the employment of investment counsel is required pursuant to these terms, the corporate Trustee shall not be liable or accountable for any loss or damage caused to or suffered by the trust or any beneficiary thereof on account of any action taken pursuant to the instructions of such investment counsel, or on account of any loss suffered because such investment counsel shall fail to direct the corporate Trustee to take action. Investment counsel so appointed shall be liable to the Trustee, the trust, or the beneficiaries thereof only for gross negligence or bad faith in the performance of its duties. If investment counsel is so employed, the Trustee is specifically authorized to pay out of and from the principal or income, or partly from each, of the trust estate such reasonable fees to investment counsel for its services as shall be agreed upon between the person appointing such investment counsel and such counsel. Such compensation shall be independent of and in addition to the compensation to which the corporate Trustee is entitled.

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ARTICLE EIGHT

Provisions Relating to the Appointment of Trustees

The provisions of this Article shall apply to each of the trusts held under this agreement, except as may be specifically provided to the contrary.

8.1 Reference to Trustee. The term "Trustee" and the reference to the Trustee as sometimes used throughout this instrument in the neuter singular shall be deemed to refer to the sole Trustee or co-Trustees acting hereunder from time to time, except as otherwise specifically set forth.

8.2 Trustees. The Trustees are JANET W. ADAMS ("JANET") and FRANKLIN H. WATSON, III ("LINN").

8.3 Resignation of Trustee. Any Trustee may resign at any time by giving written notice of such intention to resign to RUTH G. WATSON, if living and competent, otherwise to her duly appointed conservator or guardian, if any; otherwise to the then living adult income beneficiaries of each trust hereunder and the person with whom any minor income beneficiary resides.

8.4 Successor Trustee.

8.4.a During Lifetime of RUTH G. WATSON. So long as RUTH G. WATSON lives, she shall fill any vacancies in the office of Trustee. If RUTH G. WATSON is unable to fill a vacancy, for any reason, then the remaining Trustee shall act

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as sole Trustee and shall have the power to appoint a Successor Trustee.

8.4.b After Death of RUTH G. WATSON. After the death of RUTH G. WATSON, JANET W. ADAMS ("JANET") and FRANKLIN H. WATSON, III ("LINN") shall continue as trustees of all trusts continuing hereunder for so long as it takes to determine all federal estate tax and California Inheritance Tax due by reason of the death of RUTH G. WATSON, or for two years, whichever first occurs. Thereafter, JANET shall be the Trustee of the trust held pursuant to Article Four and LINN shall be Trustee of the trust held pursuant to Article Three. Each of JANET and LINN shall have the power to appoint a Co-Trustee to serve with him or her and a Trustee to serve in lieu of him or her and a Trustee, or Co-Trustees, to succeed him or her. Such appointments may include the appointment of series of trustees to act successively. JANET and LINN shall also each have the power to appoint a Trustee or Co-Trustee to act as such for each trust to be held pursuant to Article Five for his or her descendants. JANET and LINN shall also each have the power to remove any Trustee or Co-Trustees appointed by him or her.

8.4.c No Trustee Acting. If no Trustee is acting pursuant to the foregoing provisions, then WELLS FARGO BANK, N.A., shall become Trustee.

8.5 No Court Proceeding Necessary. Any appointment of a successor Trustee shall be effective without any court

proceeding or decree. Any such successor shall indicate its acceptance by signing the original or a certified copy of this agreement.

8.6 Waiver of Bond. No bond shall be required of any Trustee named herein, or of any person appointed successor Trustee in the manner specified herein.

8.7 Compensation of Trustee. Neither JANET nor LINN shall be entitled to compensation. Any other Trustee shall be entitled to reasonable compensation for: (a) its ordinary services hereunder; (b) any extraordinary services performed by it; and (c) all services in connection with the termination or revocation of the trust in whole or in part. Any disbursements by any Trustee hereunder for compensation shall be payable, as the Trustee may deem proper, wholly from principal, or wholly from income, or partly from each.

8.8 Powers and Duties of Successor Trustee. A successor Trustee shall have the same duties, powers and discretion conferred herein upon the original Trustees. A successor Trustee may accept the trust assets delivered to it by its predecessor Trustee as constituting the entire trust estate, and shall not be required to take any action to recover further assets or to investigate any acts done by any predecessor Trustee. No successor Trustee shall be required to bring any action to determine what constitutes the trust estate, or to obtain possession of any assets thereof.

8.9 Removal of Corporate Trustee. If a corporate Co-Trustee or sole Trustee is acting as such for any trust,

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the adult income beneficiary of each trust hereunder may remove the corporate Trustee without stating any reason, at any time. If the income beneficiary is not an adult, or is under another disability, then the guardian of the estate or the conservator of the property of the income beneficiary may remove the corporate Trustee. The corporate Trustee of one of the trusts under this agreement may be removed without the corporate Trustee of the other trust(s) continuing hereunder being removed. If the corporate Trustee is removed, then the person removing the corporate Trustee may appoint a successor Trustee, either individual or corporate, if only one Trustee was acting and such person shall have a like power of removal of a successor Trustee and appointment of a further successor.

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ARTICLE NINE

Provisions Relating to Revocation and Death Taxes

9.1 Powers of Revocation and Amendment. RUTH G. WATSON shall have the power at any time, by an instrument in writing delivered to the Trustee, to modify, alter, revoke or terminate this agreement in whole or in part, provided, however, that the duties, powers and liabilities of the Trustee hereunder shall not be substantially changed without the

written consent of the Trustee, except as to the revocation of this agreement.

9.2 Irrevocable Upon Death of RUTH G. WATSON. Upon the death of RUTH G. WATSON, all trusts continuing hereunder shall become irrevocable.

9.3 Death Taxes, Claims and Expenses. Upon the death of RUTH G. WATSON, the Trustee shall pay out of the trust estate disposed of by Article Two, prior to the division thereof into equal shares, as set forth in paragraphs 2.3 and 2.4 (a) all federal taxes due by reason of her death, with interest and penalties (if any) thereon, which are payable to the United States or to any state thereof or to the government of any other country or any province or any political subdivision of any other country, and which are attributable to assets forming part of this trust, the probate estate of RUTH G. WATSON, and other property treated as part of her taxable estate; (b) the expenses of last illness and funeral of RUTH G. WATSON; (c) any valid and enforceable debts of RUTH G. WATSON with respect to which timely creditors' claims have been or could be presented to the personal representative(s) of the estate of RUTH G. WATSON within four (4) months after the qualification of such personal representative(s), or which are a lien on assets of the trust; and (d) any and all of the expenses of administration of the estate of RUTH G. WATSON, including paying sufficient funds to the personal representative of the

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probate estate of RUTH G. WATSON in order to fund its cash requirements, provided, however, that the Trustee shall not fund the probate estate of RUTH G. WATSON for bequests under the will of RUTH G. WATSON aggregating for all bequests in excess of Thirty Thousand Dollars ($30,000). In paying the federal estate tax, the Trustee shall first use all United States bonds of the trust which are redeemable at par for the purposes of paying federal estate tax.

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ARTICLE TEN

Miscellaneous Provisions

The provisions of this Article shall be applicable to each of the trusts held under this agreement, except as may be specifically provided to the contrary.

10.1 Applicable Law. All questions pertaining to the validity, interpretation and administration of this agreement shall be determined in accordance with the laws of the State of California.

10.2 Spendthrift Clause. Except as may be herein otherwise expressly provided, all income or principal to be paid to any of the beneficiaries herein named shall be paid by the Trustee direct and only to said beneficiaries or to the personal representative of any beneficiary. Except as may be herein otherwise expressly provided, the Trustee is not to recognize any transfer, mortgage, pledge, hypothecation, order

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or assignment of any beneficiary (other than by RUTH G. WATSON during her lifetime) by way of anticipation of any part of the income or principal. The income and principal of the trust estate shall not be subject in any manner to transfer by operation of law unless otherwise herein provided, and shall be exempt from the claims of creditors or other claimants, and from orders, decrees, levies, attachments, garnishments and executions, and other legal or equitable process or proceedings to the fullest extent permissible by law. If any creditor or other claimant should attempt by any means to subject to the satisfaction of the claim of such creditor or claimant the interest of any beneficiary entitled by the provisions hereof to receive income and/or principal, then, notwithstanding any other provision hereof, such beneficiary shall be entitled to receive no further payments from the trust, provided, however, that the Trustee may pay to or for the benefit of such beneficiary as much of the net income, and principal if the Trustee shall deem income to be insufficient (not in excess of the amounts otherwise herein provided for the benefit of such beneficiary), as the Trustee, in the Trustee's discretion, may deem necessary for the health, maintenance, and support of such beneficiary in accordance with his or her accustomed standard of living; and any undistributed income shall be accumulated and added to the principal of the trust, or trust share, from which such income

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is derived and thereafter shall be held as a part of the principal thereof.

10.3 Rule Against Perpetuities. No trust created under this Amended Trust Agreement shall continue for more than twenty-one (21) years after the death of the last survivor of the issue of RUTH G. WATSON living at the date of the death of RUTH G. WATSON. Upon the expiration of such period, all trusts shall terminate, and the remaining assets of each trust shall vest in, go and be distributed outright and free of trust, to those persons for whose benefit the same are then being or would then have been held.

10.4 Withholding Distribution or Division. Anything herein to the contrary notwithstanding, the Trustee shall not be required to make any immediate division or distribution of principal pursuant to the dispositive provisions of this agreement upon the death of RUTH G. WATSON. Rather, the Trustee, in its discretion, may withhold division or distribution for a period up to but not exceeding twelve (12) months after the death of RUTH G. WATSON. Nothing in this paragraph 10.4 shall be deemed to postpone or defer the vesting of any interest created by this agreement.

10.5 Payments to or for Persons Under Disability. The Trustee, in the Trustee's discretion, may make payments to a minor or other beneficiary under disability by making

payments to the guardian of such beneficiary's estate, to the conservator of such beneficiary's property, to any suitable person with whom such beneficiary resides, to any duly established custodian for any minor beneficiary under the Uniform Gifts to Minors Act of any state, or the Trustee may apply payments directly for the beneficiary's benefit. The Trustee, in the Trustee's discretion, may also make payments directly to a minor, if, in the Trustee's judgment, such minor is of sufficient age and maturity to spend the money properly.

10.6 Residence in Carmel. During the lifetime of RUTH G. WATSON, the Trustee shall not sell the trust's interest in the real property which is located in Carmel, California and which is the home in which RUTH G. WATSON now lives, without first obtaining her approval, if competent and available. If RUTH G. WATSON is not competent, then no such sale shall be made during her lifetime without the prior approval of FRANKLIN H. WATSON, III and JANET W. ADAMS or the one of them who is then living. From and after the death of RUTH G. WATSON, if the Trustee determines it is in the best interest of the beneficiaries of any trust continuing hereunder to sell the trust's interest in such residence, the Trustee shall first offer it to the beneficiaries of the trust or consider selling one trust's interest to another trust under this Agreement, it being the intention of RUTH G. WATSON that the Trustee retain the residence for the benefit of her family in one or more trusts continuing

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under this instrument. Nevertheless, RUTH G. WATSON recognizes that circumstances existing from time to time may suggest that one or more trusts continuing under this Agreement after her death should not retain an ownership interest in such residence. Any such transaction between trusts under this instrument or between a trust under the Agreement and a beneficiary, in his or her individual capacity, shall not be void or voidable merely because of the fiduciary relationships involved, and some real or imaginary conflict of interest. RUTH G. WATSON obviously expects a Trustee to receive the fair market value for any interest in such residence which is sold.

10.7 Headings. The headings of articles and paragraphs appearing herein are for convenience of reference only and shall have no significance in the construction or interpretation of this agreement.

Ruth G. Watson
RUTH G. WATSON

TRUSTOR

Janet W. Adams
JANET W. ADAMS

F. Watson III
FRANKLIN H. WATSON, III

TRUSTEES

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STATE OF CALIFORNIA)
) ss.
COUNTY OF Monterey)

On March 12, 1979, before me, Sharon Louise Smith, a Notary Public in and for the County of Monterey, State of California, duly commissioned and sworn, personally appeared RUTH G. WATSON, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same as Trustor.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of Monterey, State of California, the day and year first above written.

Sharon Louise Smith
Notary Public

OFFICIAL SEAL
SHARON LOUISE SMITH
NOTARY PUBLIC — CALIFORNIA
MONTEREY COUNTY
My Commission Expires Jan. 29, 1983

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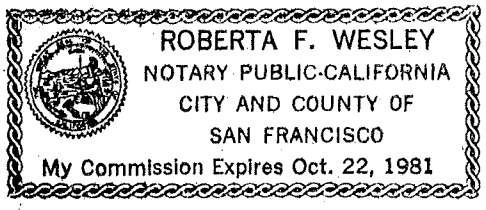
STATE OF CALIFORNIA)
) ss
CITY AND COUNTY OF SAN FRANCISCO)

On March 22, 1979, before me, ROBERTA WESLEY, a Notary Public in and for the County of San Francisco, State of California, duly commissioned and sworn, personally appeared FRANKLIN H. WATSON, III, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same as co-Trustee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of San Francisco, State of California, the day and year first above written.



Roberta F. Wesley
NOTARY PUBLIC

STATE OF CALIFORNIA)
) ss.
COUNTY OF CONTRA COSTA)

On MARCH 26, , 1979, before me, MARGIE L. FOSTER , a Notary Public in and for the County of CONTRA COSTA , State of California, duly commissioned and sworn, personally appeared JANET W. ADAMS, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same as co-Trustee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of CONTRA COSTA , State of California, the day and year first above written.

OFFICIAL SEAL
MARGIE L. FOSTER
NOTARY PUBLIC-CALIFORNIA
Principal Office in Contra Costa County
My Commission Expires Dec. 5, 1981

Margie L. Foster
NOTARY PUBLIC

EXHIBIT 14

THE

JANET W. and RUSSELL B. ADAMS, JR.

LIVING TRUST AGREEMENT

This Living Trust Agreement is executed this 23rd day of April, 1991, by and between JANET W. ADAMS and RUSSELL B. ADAMS, JR., Settlors, and hereinafter referred to as "Trustors," and JANET W. ADAMS and RUSSELL B. ADAMS, JR., as Co-Trustees, sometimes hereinafter referred to collectively as "Trustee."

ARTICLE I. TRANSFER CREATING TRUST. The Trustors do hereby deliver and transfer to the Trustee all the property described in Exhibit "A", attached hereto and made a part hereof, which shall constitute and shall be referred to herein as the "trust estate", and shall be held, administered and distributed by the Trustee, as hereinafter set forth.

ARTICLE II. ACCEPTANCE OF TRUST BY TRUSTEE. The Trustee accepts such title to the trust estate as is conveyed or transferred to the Trustee hereunder, without liability or responsibility for the condition or validity of such title, with the understanding that the trust estate will be held for the uses and purposes and upon the trust herein provided.

ARTICLE III. CHARACTER OF THE TRUST ESTATE. It is the Trustors' intention that all community property trans-

ferred to the trust estate, together with the proceeds thereof, shall retain its character as community property during the joint lifetime of the Trustors, subject, however, to all the terms and conditions of this Agreement. Similarly, it is the Trustors' intention that all separate property of the Trustors, together with the proceeds thereof, shall also retain its character during the joint lifetime of the Trustors, subject also to all the terms and conditions of this Agreement.

ARTICLE IV. RIGHTS RESERVED BY THE TRUSTORS. During the joint lifetime of the Trustors, they specifically reserve and the Trustee specifically grants to them the following rights and privileges:

A. DISTRIBUTION OF INCOME AND PRINCIPAL. The Trustee shall pay to or apply for the benefit of Trustors the net income of the community property transferred to the trust estate, quarter-annually or at more frequent intervals, together with such amounts of the principal of the community property held in the trust estate as Trustors may from time to time request. The Trustee shall pay to or apply for the benefit of the Trustor who transferred separate property to the trust estate, the net income of that property, quarter-annually or at more frequent intervals, together with such amounts of the principal of that property as that Trustor may from time to time request.

B. **POWER TO AMEND AND REVOKE.** This trust may be revoked as to all or any part of the community property held hereunder by an instrument in writing signed by both Trustors and delivered to the Trustee. This trust may be revoked as to any separate property held hereunder by an instrument in writing signed by the Trustor who transferred said property to the trust and delivered to the Trustee. In the event of such revocation, the community property held in the trust estate or the revoked portion thereof shall revert to the Trustors as their community property, and separate property held in the trust estate shall revert to the Trustor who transferred it to the trust as that Trustor's separate property as if this trust had not been created. This trust may not be amended during the lifetime of both Trustors without the written agreement of both of them. If both Trustors agree, they shall have the absolute power to alter or amend this instrument, in whole or in part, at any time, or from time to time, by an instrument in writing delivered to the Trustee; provided, however, that the duties, powers and responsibilities of the Trustee shall not be substantially altered or amended without the Trustee's written consent.

C. **POWERS TO DIRECT TRUSTEE.** As long as either Trustor is not under a disability that renders that Trustor unable to properly manage his or her own property, either Trustor may manage and control the community property in the trust as provided by California law existing from time

to time, and each Trustor shall retain full management and control of his or her separate property held hereunder, including in either case the right to possess any real property and tangible personal property constituting part of the trust estate. In addition, Trustors may use the trust property as collateral for any personal loan of the Trustors, and, in this connection, the Trustee shall execute, alone, or shall join with Trustors in the execution of any promissory notes, deeds of trust, mortgages, financing statements, escrow instructions, or other documents convenient or necessary in order to evidence the loan and the security for the loan, even though the lender shall deliver the loan proceeds directly to Trustors.

While this provision shall remain in effect, any provision of this instrument in conflict herewith shall yield to this provision and the duties of the Trustee shall be limited to the following: to hold title to real property and tangible personal property; to hold title, custody and possession of intangible personal property; to accept, receipt for and record payments of income and principal received by the Trustee and made in accordance with the terms of the investment on which paid; and to present for payment at maturity, or, when the Trustee has received actual notice of call before maturity, at the call date, coupons, bonds or other obligations; and to perform such other clerical services as may be necessary or convenient.

D. INCOMPETENCY OF A TRUSTOR. If either Trustor, in the absolute judgment of the Trustee, becomes mentally or physically incompetent (irrespective of whether legally so adjudicated), so that said Trustor would be unable to properly manage his or her own property, the Trustee shall assume full management of the trust estate, and the rights retained by that Trustor under Sections A through C of this Article shall cease to be effective during the period of such incompetency. If either Trustor becomes incompetent, the Trustee shall pay to or apply for the benefit of the Trustors, or either of them, as much of the net income and principal of the community property trust estate as the Trustee, in its discretion, deems necessary or advisable for the proper support, maintenance, and health of the Trustors. In addition, if a Trustor who transferred separate property to the trust estate becomes incompetent, the Trustee may pay to or apply for the benefit of either Trustor as much of the net income and principal of that Trustor's separate property included in the trust estate as the Trustee deems necessary to provide for the proper support, maintenance and health of the Trustors so long as Trustors are living together, and if Trustors are not living together, then such payments or applications of benefits shall be made to the Trustor who transferred the separate property to the trust estate. Any net income not distributed during a period of incompetency shall be accumulated and added to principal.

In determining whether or not either Trustor is incompetent, the Trustee may rely upon information believed by the Trustee to be correct. The Trustee shall be fully protected from acts done by the Trustee, or the Trustee's failure to take any action, in good faith reliance upon such information. Any person transacting business with the Trustee may conclusively rely upon the affidavit of the Trustee that the Trustee has authority to act under this provision.

ARTICLE V. DEATH OF A TRUSTOR. On and after the death of either Trustor leaving the other Trustor surviving him or her, Trustee shall divide the trust estate, including any addition made to the trust by reason of the death of the first Trustor to die, such as life insurance policies on the life of the first Trustor to die or assets added to the trust under any provision of the will of the first Trustor to die, into two separate trusts, designated the "Marital Deduction Trust" and the "Residuary Trust."

A. MARITAL DEDUCTION TRUST. The principal of the Marital Deduction Trust shall consist of the surviving spouse's interest in the community property included in the trust estate, the surviving spouse's separate property, if any, included in the trust estate, and the smallest fractional share of the rest of the trust estate necessary as a marital deduction to eliminate entirely (or to reduce to the maximum extent possible) any federal estate tax upon the

death of the deceased spouse, taking into account all deductions and credits available for estate tax purposes and the net value of all other property included in the deceased spouse's gross estate which passes or has passed, during his or her life or at death, under this Trust, his or her Will or otherwise, to or for the surviving spouse so as to qualify for the federal estate marital deduction.

For purposes of determining this fractional share, final federal estate tax values shall control, and account shall not be taken of any credit to the extent it would cause the marital deduction to be wholly or partially disallowed or of any item not deductible for estate tax purposes because claimed for income tax purposes. Assets may be allocated to this fractional share by either pro rata or non-pro rata division, in cash or in kind, including undivided interests, or in any combination of these ways. Only assets eligible for the federal estate tax marital deduction shall be used. Further, unless other property of the deceased spouse's estate is insufficient to fully fund the Marital Deduction Trust, no assets shall be allocated to the Marital Deduction Trust for which a foreign death tax credit is allowable.

B. **RESIDUARY TRUST.** The Residuary Trust shall consist of the remaining fractional share of the trust estate.

C. PAYMENT OF EXPENSES AND TAXES. On the death of the first of the Trustors to die, the Trustee, in the Trustee's sole discretion, shall pay either from the income or principal of the Residuary Trust, to the extent practicable, as the Trustee, in the Trustee's sole discretion, shall determine, the expenses of the deceased Trustor's last illness, funeral, burial and any inheritance, estate or death taxes that may be due by reason of the deceased Trustor's death unless the Trustee, in the Trustee's sole discretion, determines that other adequate provisions have been made for the payment of such expenses and/or taxes.

ARTICLE VI. ADMINISTRATION AND DISTRIBUTION OF TRUST AFTER DEATH OF FIRST TRUSTOR.

A. PAYMENT OF INCOME TO SURVIVING SPOUSE. Upon the death of the first Trustor to die, Trustee shall pay to or apply for the benefit of the surviving Trustor spouse the net income of the Marital Deduction Trust and the net income of the Residuary Trust in quarter-annually or at more frequent intervals. In the event Trustee shall deem such income insufficient, Trustee shall also pay to or apply for the benefit of the surviving Trustor such sums out of the principal of the trusts herein created as are necessary for the surviving Trustor spouse's reasonable health, education, support or maintenance, including but not by way of limitation, all medical, dental, hospital and nursing expenses.

Such payments shall be made first from the Marital Deduction Trust until it is exhausted. Thereafter, such payments shall be made from the Residuary Trust.

B. **POWER OF APPOINTMENT.** Upon the death of the surviving Trustor spouse, Trustee shall distribute the remaining balance of the Marital Deduction Trust, if any, including principal and accrued or undistributed income, to such persons and entities, including the surviving Trustor spouse's estate, and on such terms and conditions, either outright or in trust, and in such proportion, as the surviving Trustor shall appoint by a will or a codicil specifically referring to and exercising this power of appointment.

ARTICLE VII. ADMINISTRATION AND DISTRIBUTION OF TRUST AFTER DEATH OF SURVIVING SPOUSE.

A. **PAYMENT OF EXPENSES.** On the death of the surviving Trustor spouse and subject to any power of appointment exercised by the surviving Trustor spouse, the successor Trustee may, in the successor Trustee's sole discretion, pay out of the principal of the Marital Deduction Trust or, if it has been exhausted, out of the Residuary Trust, the surviving Trustor spouse's last illness and funeral expenses, attorney's fees, other costs incurred in administering the surviving Trustor spouse's probate estate, and estate and inheritance taxes, including interest and penalties arising on the death of the surviving Trustor spouse.

B. **DISTRIBUTION UPON DEATH OF SURVIVING**

SPOUSE. Upon the death of the surviving Trustor spouse, Trustee shall add to the Residuary Trust any portion of the Marital Deduction Trust, if any, not otherwise effectively disposed of as provided above, to follow the disposition of the trust estate in all respects as provided herein. After the payment of expenses, fees, costs, taxes and obligations, the trust shall be distributed in equal shares to Trustors' children, namely ELLEN LESLIE ADAMS and PAUL TAGGARD ADAMS, if then living. If ELLEN LESLIE ADAMS or PAUL TAGGARD ADAMS is then deceased, the share that would have gone to her or him had she or he so survived shall go to her or his respective issue then living, by right of representation; provided, however, if there are no such issue then to the other child of the Trustors, if then living, and if not, then to her or his issue then living, by right of representation.

C. AMENDMENT AND REVOCATION. Upon the death of the first Trustor to die, the surviving Trustor shall have the power to amend, revoke, or terminate the Marital Deduction Trust; However, the Residuary Trust may not be amended, revoked, or terminated. Upon revocation or termination of the Marital Deduction Trust, all of the assets of such trust shall be delivered to the surviving Trustor spouse. Upon the death of the surviving Trustor spouse, no trust created hereunder may be amended or revoked. Any such trust shall be terminated only as provided herein.

D. POWERS INCONSISTENT WITH MARITAL DEDUC-

TION. None of the powers or discretions granted in this agreement to Trustee shall be exercised in a manner inconsistent with the allowance of the federal estate tax marital deduction to which the estate of the first Trustor to die would otherwise be entitled.

ARTICLE VIII. PROVISIONS RELATING TO THE TRUSTEE. The following provisions shall be applicable to the Trustee of each trust created herein.

A. **EFFECT OF TRUSTEE'S ACTS.** Any instrument executed by the Trustee shall be binding on all parties hereto and on all beneficiaries hereunder. No person paying money to the Trustee need see to the application of the money so paid.

B. **COMPENSATION OF TRUSTEE.** The Trustee shall be entitled to reasonable compensation for all services rendered by said Trustee and by counsel engaged by said Trustee, including services in connection with the termination or revocation, in whole or in part, of any trust hereunder.

C. **WAIVER OF BOND.** No bond shall be required of any Trustee named to act hereunder, whether acting jointly or individually in the performance of duties as a Trustee hereunder.

D. **RELEASE OF FIDUCIARY POWERS.** Any fiduciary power granted a Trustee herein may be released, in whole or in part, temporarily or permanently, by written

instrument delivered to each then living beneficiary of the trust.

E. SINGULAR NATURE OF AUTHORITY. During the joint lifetime of the Trustors and while both are acting as Co-Trustees, either one, alone, may sign and act for the trust, including specifically but not limited to, negotiating securities and making withdrawals from bank and savings accounts, and all third parties may rely upon such singular nature of that Co-Trustee's authority.

F. SUCCESSOR TRUSTEE. If either JANET W. ADAMS or RUSSELL B. ADAMS, JR. becomes unable or unwilling to continue to act as Trustee hereunder, then the other shall act as sole Trustee. If neither of them is able or willing to continue to act, then PAUL TAGGARD ADAMS shall act as successor Trustee, and if he is or becomes unable or unwilling to act, then ELLEN LESLIE ADAMS shall act as sole Trustee.

If the office of Trustee becomes vacant, and no successor Trustee is named herein, or the last successor Trustee so named is unwilling to act or to continue to act, the Trustors, or if only one of them is then living, then the surviving Trustor, shall appoint a successor Trustee. If neither of the Trustors is then living, a majority of the legally competent beneficiaries then entitled to receive income from the trust estate shall have the right to appoint a successor Trustee, which shall be a bank or trust company authorized to transact trust business under the laws of the

State of California. Any such appointment shall be made in writing and the predecessor Trustee shall be fully protected in delivering the trust estate to the successor Trustee designated in such writing. If there is no adult beneficiary in being entitled to receive income from the trust estate, then upon the petition of any interested party, a Superior Court of competent jurisdiction shall appoint as successor Trustee a bank or trust company as aforesaid.

A Trustee may at any time resign by depositing in the United States mail, postage prepaid, a notice of such resignation addressed to the person or persons then entitled to receive income payments hereunder at the addresses of such person or persons last known to the Trustee. If the last named successor Trustee resigns, such resignation shall not be effective until the person or persons having the right to designate a successor Trustee shall make such designation; provided, however, that if no such designation is made within thirty (30) days of the notice of resignation, the resigning Trustee may request the appointment of a successor Trustee by any court of competent jurisdiction.

No successor Trustee shall be liable or responsible in any way for any acts or defaults of a predecessor Trustee, or for any loss or expense from or occasioned by anything done or neglected to be done by a predecessor Trustee. A successor Trustee may accept the account rendered and the assets and properties delivered to it by a predeces-

sor Trustee as a full and complete discharge of the predecessor Trustee, and the successor Trustee shall incur no liability or responsibility to any beneficiary under this instrument by reason of so doing.

ARTICLE IX. TRUSTEE'S POWERS. The Trustee of each trust created herein shall have the following powers in addition to those granted by law from time to time.

A. MINORITY OR INCOMPETENCY. When any beneficiary entitled to receive payments is a minor, or, in the absolute judgment of the Trustee, is mentally or physically incompetent, the Trustee may, in the Trustee's discretion, expend or apply any such payments for the benefit of such beneficiary, or, in case of a minor beneficiary, to the person or persons with whom such beneficiary then resides, or to the minor beneficiary directly. Any assent, request or recommendation required by any beneficiary under the age of eighteen (18) may be given by a guardian, conservator, or like official. Furthermore, the Trustee is specifically authorized to withhold all or any part of otherwise mandatory income distributions from a beneficiary during any period of incompetency of that beneficiary.

B. RIGHT OF TRUSTEE TO SECURE RELEASES. The Trustee is hereby authorized to request from any beneficiary of the trust a full and complete release from any and all liabilities and all liabilities whatever attributable to any acts by the Trustee, or any decision by the Trustee to act or

to refrain from acting in any manner whatsoever, with respect to the investment of the assets of the trust estate, or the retention of any or all trust assets, and such release or approval shall be binding and conclusive upon said beneficiary and all of said beneficiary's descendants (including then unborn descendants) who may then have or thereafter acquire any interest in such trust.

C. **AUTHORITY TO MOVE TRUST ASSETS.** The Trustee may keep any or all of the trust property at any place or places in California or elsewhere in the United States or abroad, or with a depository or custodian at such place or places.

D. **NO PHYSICAL SEGREGATION.** The Trustee shall not be required to make a physical segregation or division of any trust or share hereunder except as may be required by termination of the trust.

E. **DIVISIONS AND DISTRIBUTIONS.** In any case in which the Trustee is required, pursuant to the provisions of this trust, to divide any trust property into parts or shares for the purpose of distribution, or otherwise, the Trustee is authorized, in the Trustee's absolute discretion, to make the division and distribution in kind, including undivided interests in any property, or partly in kind and partly in cash, and for this purpose to make such sales of the trust property as the Trustee may deem necessary and on such terms and conditions as the Trustee shall see fit. In

making distributions in kind or partly in kind, the Trustee may take into consideration the basis for income tax purposes of the property to be distributed to any beneficiary and the potential income tax burden to be borne by a beneficiary as a result of distribution in kind, but no beneficiary shall have the right to challenge the assets selected by the Trustee for distribution to any beneficiary. In addition, upon termination of any trust, distribution shall be made to the beneficiary or beneficiaries entitled thereto subject to the payment of all obligations of the trust and the Trustee, as such.

F. **CONSOLIDATION OF SIMILAR TRUSTS.** If the Trustee has been named or is acting as Trustee of any other trusts with terms and provisions substantially similar to this trust, under a Will or otherwise, the Trustee is empowered, in the Trustee's discretion, to consolidate the trusts herein created with any such other trusts, insofar as it is practicable, not in conflict with the terms of this trust or of such other trusts, and not in derogation of any marital deduction or other tax-saving provision of any applicable state or federal law. Variation in minor details as to the management and distribution of all trusts consolidated hereunder shall not be considered conflicting within the meaning of this Section F. The determination by the Trustee as to any consolidations hereunder shall be final and conclusive on all parties.

G. ADDITIONAL TRUSTEE'S POWERS. In addition to the powers granted to the Trustee by other provisions of this instrument, the Trustee hereunder shall have the following powers with respect to each trust established hereunder and the trust property, to be exercised from time to time in the Trustee's discretion without order of court:

1. To engage in business or businesses with the property of the trust as a sole proprietor, or as a general or limited partner, or as a minority or majority stockholder of a close corporation, with all the power customarily exercised by an individual so engaged in business, and may hold an undivided interest in any property as a tenant in common or a tenant in partnership and in connection therewith the Trustee shall have the power to enter into agreements with co-owners, partners, general partners, limited partners or co-stockholders, and into modifications of any such agreement or agreements.

2. To borrow money from any person, firm or corporation, including the Trustee hereunder, for any trust purposes, upon such terms and conditions as the Trustee may deem proper and to obligate the trust for repayment; to encumber or hypothecate any trust property by mortgage, deeds of trust, pledge or otherwise.

3. To invest and reinvest the trust estate in every kind of property, real, personal or mixed, and every kind of investment, specifically including, but not

by way of limitation, corporate obligations of every kind, stocks, preferred or common, shares of investment trusts, investment companies, and mutual funds, and mortgage participations, and limited partnership interests, all of which men of prudence, discretion and intelligence acquire for their own account, including any common trust fund administered by any Trustee acting hereunder; to purchase and sell such shares or investments (including short sales), or exercise, buy or sell stock options (including puts and calls), subscriptions or conversion rights; to buy and sell commodity futures; and with respect to all said securities and investments held in this trust, vote, give proxies, participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, acquisitions, liquidations or other like occurrences; to hold securities in a margin account with a brokerage firm and to borrow against the value of such securities to the extent permitted by law; to purchase bonds and to pay such premiums in connection with the purchase as the Trustee, in the Trustee's discretion, deems advisable.

4. To manage, control, sell, convey, exchange, lease and to make contracts concerning real or personal property, which leases and contracts may extend beyond the term of the trust, any of which may be done for cash or on deferred payments; to partition, divide, subdivide and improve trust property; to grant options therefor; to

execute deeds, transfers, leases and other instruments of any kind; to enter into agreements or leases of any kind for exploration for and removal of gas, oil and other minerals, and to enter into community oil leases, and pooling and unitization agreements.

5. To carry, at the expense of the trust, insurance of such kinds and in such amounts as the Trustee shall deem advisable to protect the trust estate and the Trustee against any hazard.

6. To commence or defend such litigation with respect to the trust or any property of the trust estate as the Trustee may deem advisable, at the expense of the trust.

7. To compromise or otherwise adjust any claims or litigation against or in favor of the trust.

8. To retain or include in the trust estate assets not producing income whenever the Trustee believes that such action will result in reduction in losses on disposition of such assets, or will result in increases in gains on such disposition, or believes that such assets can more advantageously be used for production of income at a later date, including within the meaning of the word "assets" as used in this subsection, cash, as well as other personal property and real property of all kinds.

9. To hold securities or other property, including any cash account, in the name of the trust, or in

the name of a nominee of the Trustee, with or without indication of fiduciary capacity.

10. To give general or special proxies or powers of attorney for voting or acting with respect to securities, which may be discretionary and with power of substitution; to deposit securities with, or transfer them to, protective committees or similar bodies; to join in any reorganization and to pay assessments or subscriptions called for in connection with securities held by the Trustee.

11. To employ investment counsel, custodians of trust property, brokers, accountants, attorneys and other agents in those instances where the Trustee in the exercise of discretion deems it necessary, and to pay reasonable fees in connection therewith.

H. **TRUSTEE'S DISCRETION.** All discretions granted to or vested in the Trustee by any provision of this instrument are to be exercised in the sole and absolute discretion of the Trustee.

ARTICLE X. GENERAL PROVISIONS. The following general provisions shall be applicable to each trust created herein.

A. **ADDITIONAL PROPERTY.** Additional property acceptable to the Trustee may be added to the trust from any source by inter vivos or testamentary transfer.

B. **ACCRUED AND UNDISBURSED INCOME.** In any situation hereunder where the Trustee is not required to dis-

tribute all of the trust income annually, the undistributed income at the end of each fiscal year of the trust shall be accumulated and added to principal. Any rule of law to the contrary notwithstanding, income of the trust estate, or any share thereof, accumulated or collected but not disbursed at the time of termination of any estate or interest herein shall be payable, or credited, as income, proportionately, to the beneficiary or the beneficiaries entitled to the next estate or interest in accordance with his, her, or their respective interest in such next estate or interest.

C. **DETERMINATION OF WHAT IS PRINCIPAL AND WHAT IS INCOME.** The determination of what is principal and what is income of the trust shall be made in accordance with the Revised Uniform Principal and Income Act of the State of California. As to any matter not specifically covered by said Act, the determination shall be made in accordance with generally accepted accounting principles.

D. **DISCLAIMERS AND RENUNCIATIONS.** Disclaimers of all or any interest in the trust may be made in accordance with the California Probate Code and shall be given effect as provided therein. Any person beneficially interested in this trust may at any time renounce the whole, or from time to time, any part of an interest in the trust, either as to income or principal, or both, by an instrument in writing delivered to the Trustee, and thereafter the trust or the part of the trust which shall have been renounced shall be

administered and distributed as if said person had died on the date of delivery of said written instrument, and as if said person had not exercised any testamentary power of appointment granted to said person.

E. **PROHIBITION AGAINST TRANSFER.** No interest in the principal or income of any trust created under this instrument shall be anticipated, assigned, encumbered, or subjected to creditor's claim or legal process before actual receipt by the beneficiary.

F. **SEVERABILITY CLAUSE.** If any provision of this trust instrument is unenforceable, the remaining provisions shall nevertheless be carried into effect.

G. **CHOICE OF LAW.** The validity, construction, interpretation, and administration of this trust shall be governed by the laws of the State of California in force at the date of the creation of this trust.

H. **NO-CONTEST CLAUSE.** In the event any beneficiary under this trust shall, singly or in conjunction with any other person or persons, contest in any court the validity of this trust or of a deceased Trustor's Will or shall seek to obtain an adjudication in any proceeding in any court that this trust or any of its provisions or that such Will or any of its provisions is void, or seek otherwise to void, nullify, or set aside this trust or any of its provisions, then the right of that person to take any interest given to him by this trust shall be determined as it would have been

determined had the person predeceased the execution of this trust agreement without surviving issue. The Trustee is hereby authorized to defend, at the expense of the trust estate, any contest or other attack of any nature on this trust or any of its provisions.

I. **PERPETUITIES SAVING CLAUSE.** Unless sooner terminated in accordance with other provisions of this instrument, all trusts created under this instrument shall terminate twenty-one (21) years after the death of the last survivor of the Trustors or of the Trustors' living issue living at the date of death of the first Trustor. The principal and undistributed income of a terminated trust shall be distributed to the then living income beneficiaries of that trust in the same proportions that the beneficiaries are entitled to receive income when the trust terminates. If at the time of such termination the rights to income are not fixed by the terms of the trust, distribution under this clause shall be made, by right of representation, to the persons who are entitled or authorized, in the Trustee's discretion, to receive trust payments.

ARTICLE XI. NUMBER AND GENDER; DEFINITIONS; HEADINGS. The singular and plural number, and the masculine, feminine and neuter gender, shall each include the others where the context permits. The term "issue" shall refer to lineal descendants of all degrees and shall include adopted persons. Whenever property passes under any trust created in

DECLARATION OF TRUSTORS

We hereby certify that we have read the foregoing Living Trust Agreement and that it correctly states the terms and conditions under which the Trust Estate is to be held, managed and disposed of by the Trustees. We approve the Living Trust Agreement in all particulars, and the Trustees have executed and accepted this trust at our request.

Executed at Rio Vista, California, this 23rd day of April, 1991.

Janet W. Adams
JANET W. ADAMS

Russell B Adams Jr.
RUSSELL B. ADAMS, JR.

GENERAL ACKNOWLEDGMENT NO. 201

State of CALIFORNIA }
County of SOLANO } SS.

On this the 23rd day of April 19 91, before me,

AVALON M. McCOSKEY,

the undersigned Notary Public, personally appeared

RUSSELL B. ADAMS, JR. and JANET W. ADAMS,

[X] personally known to me
[ ] proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged that they executed it.
WITNESS my hand and official seal.

OFFICIAL SEAL
Avalon M. McCoskey
NOTARY PUBLIC - CALIFORNIA
Principal Office in SOLANO County
My Commission Expires July 24, 1991.

Avalon M. McCoskey
Notary's Signature

this document by right of representation, the descendants of the deceased person shall take the same share or right that such deceased person would have taken if living. The word "incompetent" as used herein shall be deemed to include not only persons who have been so declared by a court of competent jurisdiction, but also persons for whom a guardian or conservator or other fiduciary of the person or estate or both shall have been appointed by a court of competent jurisdiction. Headings for various Articles have been included solely for convenience of reference and those headings shall not be construed to affect the meaning or construction of the textual material following the heading.

Executed at Rio Vista, California, this 23rd day of April, 1991.

Janet W. Adams
JANET W. ADAMS

Russell B. Adams Jr.
RUSSELL B. ADAMS, JR.

GENERAL ACKNOWLEDGMENT NO. 201

State of CALIFORNIA
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On this the 23rd day of April 19 91, before me,

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RUSSELL B. ADAMS, JR. and JANET W. ADAMS,

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged that they executed it.
WITNESS my hand and official seal.

Avalon M. McCoskey
Notary's Signature

OFFICIAL SEAL
Avalon M. McCoskey
NOTARY PUBLIC - CALIFORNIA
Principal Office in SOLANO County
My Commission Expires July 24, 1991.

EXHIBIT "A"

Real property located at 3067 Bowling Green Drive, Walnut Creek, Contra Costa County, California.

AMENDMENT NUMBER TWO TO THE
JANET W. AND RUSSELL B. ADAMS, JR.
LIVING TRUST AGREEMENT
DATED APRIL 23, 1991

Pursuant to ARTICLE IV., Section B, JANET W. ADAMS and RUSSELL B. ADAMS, JR., Trustors of the JANET W. and RUSSELL B. ADAMS, JR., LIVING TRUST AGREEMENT DATED APRIL 23, 1991 hereby amend said trust as follows:

1. ARTICLE V. is amended to read as follows:

ARTICLE V. DEATH OF A TRUSTOR. On the death of the first Trustor to die (hereinafter called the "predeceased spouse"), the Trustee may, in the Trustee's discretion, pay out of the trust estate the predeceased spouse's last illness and funeral expenses, attorneys' fees and other costs incurred in administering the predeceased spouse's probate estate, if any, any debts of the predeceased spouse, including obligations incurred for the predeceased spouse's support, and any estate or inheritance taxes, together with any interest and penalties thereon, arising by reason of the predeceased spouse's death. However, the Trustee is expressly directed to pay out of the trust estate that portion of any such inheritance taxes, if any, directly chargeable to assets which constitute part of the trust estate on the predeceased spouse's death. Without limiting the authority of the Trustee, the Trustee shall not be required to pay any such expenses or debts unless a written claim in a form satisfactory to the Trustee is filed with the Trustee. In no event, however, shall the Trustee pay any such debts, taxes, administration costs, fees or expenses from funds or property received by the Trustee from an employee's trust

forming part of a pension, stock bonus, or profit sharing plan, if such funds would otherwise be exempt from the federal estate tax.

2. ARTICLE VI. is amended to read as follows:

ARTICLE VI. ADMINISTRATION AND DISTRIBUTION OF TRUST AFTER DEATH OF PREDECEASED SPOUSE. After the death of the predeceased spouse, the trust shall be held, administered and distributed in accordance with this Article.

A. DISTRIBUTIONS OF INCOME AND PRINCIPAL TO SURVIVING TRUSTOR. The Trustee shall pay to or apply for the benefit of the surviving Trustor (hereinafter referred to as "the surviving Trustor spouse") the net income of the trust, quarter-annually or at more frequent intervals. In the event the Trustee, in the Trustee's absolute discretion, shall deem such income insufficient, the Trustee shall also pay to or apply for the benefit of the surviving Trustor spouse such sums out of the principal of the Trust as are necessary for the surviving Trustor spouse's reasonable health, education, support or maintenance including but not by way of limitation, all medical, dental, hospital and nursing expenses.

B. AMENDMENT AND REVOCATION. The surviving Trustor spouse shall have the power to amend, revoke or terminate the Trust. Upon revocation or termination of the Trust, all of the assets of the Trust shall be delivered to the surviving Trustor spouse. Upon the death of the surviving Trustor spouse, the Trust may not be amended or revoked and it shall only be terminated as provided herein.

C. PAYMENT OF EXPENSES, FEES, COSTS, TAXES AND OBLIGATIONS. Upon the death of the surviving Trustor spouse, the Trustee may, in the Trustee's discretion, pay out of the principal of the trust the surviving Trustor spouse's last illness

and funeral expenses, attorneys' fees and other costs incurred in administering the surviving Trustor spouse's probate estate, if any, any debts of the surviving Trustor spouse, including obligations incurred for the surviving Trustor spouse's support, and any estate or inheritance taxes, together with any interest and penalties thereon, arising by reason of the death of the surviving Trustor spouse. In no event, however, shall the Trustee pay any such debts, taxes, administration costs, or other expenses from funds or property received by the Trustee from an employee's trust forming part of a pension, stock bonus, or profit sharing plan, if such funds would otherwise be exempt from federal estate tax.

3. ARTICLE VII. is hereby amended to read as follows:

ARTICLE VII. ADMINISTRATION AND DISTRIBUTION OF TRUST AFTER DEATH OF SURVIVING SPOUSE. After the death of the surviving Trustor spouse and the payment of expenses, fees, costs, taxes and obligations, the remaining balance of the trust shall be divided into two (2) equal shares, and each share shall be distributed as follows:

1. One share to Trustors' daughter, LESLIE ADAMS, if living at the time of the death of the surviving Trustor spouse, and if not, then to her issue then living, by right of representation; provided, however, if there are no such issue, then to Trustors' son, PAUL ADAMS, if then living, and if not, then to his issue then living, by right of representation.

2. One share to Trustors' son, PAUL ADAMS, if living at the time of the death of the surviving Trustor spouse, and if not, then to his issue then living, by right of representation.

I. EXCEPT where inconsistent with this Amendment Number Two, in which case this amendment shall control, all of the terms and conditions contained in JANET W. AND RUSSELL B. ADAMS LIVING TRUST AGREEMENT DATED APRIL 23, 1991, as amended by Amendment No. 1 on May 21, 1992, shall remain in full force and effect.

Dated: December 17, 2013

Janet W. Adams
JANET W. ADAMS
TRUSTOR

Russell B Adams Jr.
RUSSELL B. ADAMS, JR.
TRUSTOR

CERTIFICATE OF ACKNOWLEDGMENT

OF NOTARY PUBLIC

STATE OF CALIFORNIA

COUNTY OF SAN JOAQUIN

On December 17, 2013, before me, Loraine C. Sanchez, Notary Public, personally appeared JANET W. ADAMS and RUSSELL B. ADAMS, JR., who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

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

WITNESS my hand and official seal.

NOTARY SEAL

Loraine C. Sanchez

Signature of Notary Public

LORRAINE C. SANCHEZ
Commission # 1918703
Notary Public - California
Solano County
My Comm. Expires Jan 21, 2015

CONSENT OF TRUSTEE

We, JANET W. ADAMS and RUSSELL B. ADAMS, JR., Trustees of the JANET W. AND RUSSELL B. ADAMS LIVING TRUST AGREEMENT DATED APRIL 23, 1991, hereby certify that we have read the foregoing Amendment Number TWO to the JANET W. AND RUSSELL B. ADAMS LIVING TRUST AGREEMENT DATED APRIL 23, 1991 and hereby consent to the same.

Dated: December 17, 2013

Janet W. Adams
JANET W. ADAMS
TRUSTEE

Russell B. Adams Jr.
RUSSELL B. ADAMS, JR.
TRUSTEE

CERTIFICATE OF ACKNOWLEDGMENT

OF NOTARY PUBLIC

STATE OF CALIFORNIA

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On December 17, 2013, before me, Loraine C. Sanchez, Notary Public, personally appeared JANET W. ADAMS and RUSSELL B. ADAMS, JR., who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

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

WITNESS my hand and official seal. **NOTARY SEAL**

Signature of Notary Public

EXHIBIT 15

FRANKLIN AND MARILYN WATSON TRUST

Article One

FRANKLIN H. WATSON and MARILYN C. WATSON, as Settlors and sometimes referred to as husband and wife, have transferred and delivered to the trustees, hereinafter named, without consideration, the property described in Schedule A attached to this instrument and incorporated by reference. Settlor, FRANKLIN H. WATSON, is sometimes known as FRANKLIN HASKELL WATSON, III, FRANKLIN H. WATSON, III, and as LINN WATSON. Settlor, MARILYN C. WATSON, is sometimes known as MARILYN CRAWFORD WATSON.

Article Two

All property subject to this instrument from time to time, including the property described in Schedule A, is referred to as the "trust estate", which shall be held, administered and distributed according to this instrument.

Settlors declare that all property described in Schedule A is either their community property or their respective separate property, and any community property or separate property transferred to the trust shall retain its character as such, notwithstanding the transfer to the trust. Any power reserved to Settlors to alter, amend, modify, or revoke this trust, in whole or in part, is held by the Settlors during their joint lifetimes in their capacity as managers of the community property, or managers of their respective separate property, subject to all restrictions imposed by law on their management of the community or separate property. In no event shall the powers granted to the trustees under this instrument during the joint lifetimes of Settlors be more extensive than those powers possessed by husband or wife under the provisions of California Civil Code sections 5125 and 5127. If the trust is revoked, the

community property shall be returned to Settlors as their community property and separate property shall be returned to the Settlor to whom it originally belonged.

Article Three

During the Settlors' joint lifetimes, the trustees shall pay to husband and wife for the account of the community, or shall apply for the Settlors' benefit the net income of the trust estate in quarter annual or in more frequent installments. Further, they shall accumulate and add to principal any undistributed net income.

If the trustees consider the net income insufficient, the trustees shall pay to husband and wife, or shall apply for their benefit as much of the principal of the trust estate as may be necessary in the trustees discretion for the Settlors' proper health, education, support, maintenance, comfort, and welfare, in accordance with their accustomed manner of living at the date of this instrument, without taking into consideration funds and assets available to them held free of this trust.

The spouse receiving payments shall have the same duty to use community income and principal received under this instrument for the Settlors' benefit as he or she has for any other community property. Any income or principal paid to or for the Settlors' benefit or withdrawn by them shall continue to retain its character as community property, or as either spouse's separate property, as the case may be.

Article Four

If at any time, as certified in writing by two licensed physicians not related by blood or marriage to either Settlor or any beneficiary of this trust, either spouse has become physically or mentally incapacitated, whether or not a court of competent jurisdiction has declared him or her incompetent or mentally ill or has appointed a conservator, the trustees shall pay to the other spouse,

or apply for the benefit of either Settlor, the amounts of net income and principal necessary in the trustees' discretion for the proper health, support, maintenance, comfort, and welfare of both Settlors in accordance with their accustomed manner of living at the date of this instrument, until the incapacitated Settlor, either in the trustees' discretion or as certified by two licensed physicians not related by blood or marriage to either Settlor or to any beneficiary of this trust, is again able to manage his or her own affairs, or until the earlier death of either Settlor.

Article Five

The Settlors may at any time direct the trustees in writing to pay single sums or periodic payments out of the trust estate to any other person or organization.

The Settlors power to so direct the trustees shall be personal to the Settlors', except that this power may be exercised by any conservator of either or both Settlors to the extent that payments to one or more persons of the conservatee's issue qualify for the annual federal gift tax exclusion.

Article Six

A. The first Settlor to die shall be called the deceased spouse, and the living spouse shall be called the surviving spouse. On the deceased spouse's death, the trustees shall divide the trust estate, including any additions made to the trust by reason of the deceased spouse's death, such as from the decedent's Will or life insurance policies on the decedent's life, into three separate trusts, designated the survivor's trust, the marital trust, and the exemption trust.

B. Whenever the trustees are directed to make a distribution of trust assets or a division of trust assets into separate trusts or shares on a Settlor's death, the trustees may, in the trustees' discretion, defer that distribution or division until six months after the Settlor's death.

When the trustees defer distribution or division of the trust assets, the deferred division or distribution shall be made as if it had taken place at the time prescribed in this instrument in the absence of this paragraph, and all rights given to the beneficiaries of those trust assets under other provisions of this instrument shall be considered to have accrued and vested as of that prescribed time.

C. The survivor's trust shall consist of the surviving spouse's separate property, if any, that is a part of the trust estate and the surviving spouse's interest in the Settlors' community estate included in or added to the trust estate in any manner, including any undistributed or accrued income on it.

D. The marital trust shall consist of the minimum pecuniary amount necessary to entirely eliminate (or to reduce to the maximum extent possible) any federal estate tax at the deceased spouse's death, taking into account:

(1) All deductions taken in determining the estate tax payable by reason of the deceased spouse's death;

(2) The net value of all other property, whether or not it is given under this instrument and whether it passes at the time of the deceased spouse's death to or in trust for the surviving spouse, so that it is included in the deceased spouse's gross estate and qualifies for the federal estate tax marital deduction; and

(3) All credits allowed for federal estate tax purposes, other than any credit allowable under Internal Revenue Code section 2011, to the extent the credit exceeds any state death taxes payable without regard to the availability of such credits, provided no credit shall be taken into account in determining the size of the survivor's trust if such credit shall result in the disallowance of the marital deduction.

E. The exemption trust shall consist of the balance of the trust estate. The trustees shall satisfy the amount so determined in cash or in kind, or partly in each, and shall allocate to the ~~survivor's~~ marital trust only assets of the deceased spouse contributed or added to the trust that are eligible for the federal estate tax marital deduction. Assets allocated in kind shall be deemed to satisfy this amount on the basis of their net fair market values as finally determined for federal estate tax purposes.

1/5/92

Assets qualifying for the federal estate tax marital deduction shall be transferred to the marital trust only to the extent that the transfer reduces the federal estate tax otherwise payable by reason of the deceased spouse's death. No assets for which a credit for foreign death taxes is allowed under the federal estate tax law applicable to the deceased spouse's estate shall be allocated to the survivor's trust, unless that estate contains insufficient other property to fully fund the survivor's trust. The trustees shall select property to satisfy the pecuniary amount constituting the marital trust so that any appreciation or depreciation that has occurred in the value of this property between the applicable valuation date and the date of allocation shall be fairly apportioned between the marital trust and the exemption trust.

F. It is the Settlors' intention that the trustees make maximum use of the marital deduction as set forth in the Internal Revenue Code and all the sections and regulations pertaining thereto so long as the marital deduction furthers the provisions of the trusts created herein. The trustees should take no action to impair the marital deduction and all provisions of the applicable trusts shall be interpreted to conform to this objective. Settlors direct the trustees and/or the executor, if applicable, to make a Q-tip election, if such election seems favorable to the trust estate in light of all the circumstances then in existence. Settlors also direct that such fiduciary not make such election if, in their discretion, such election would be deemed inappropriate to the trust estate in light of the circumstances then in existence.

Article Seven

A. On the deceased spouse's death, the trustees, in the trustees discretion, shall pay out of the trust estate the deceased spouse's debts outstanding at the time of his or her death and not barred by the statute of limitations, Statute of Frauds, or any

other provision of law, the federal or state estate and inheritance taxes, including interest and penalties attributable to the trust estate arising because of the deceased spouse's death; the last illness and funeral expenses of the deceased spouse; attorneys fees; and other costs incurred in administering the deceased spouse's probate estate. Any payments for estate or inheritance taxes shall be charged to the exemption trust without apportionment or charge against any beneficiary of the trust estate or any transferee of property passing outside of the trust estate. Payments for last illness, funeral, and other administration costs shall be charged to the exemption trust, and if the exemption trust is insufficient, to the marital trust, provided, however, administration costs allocable to the surviving spouse's share of the community property administered in the deceased spouse's estate shall be charged to the survivor's trust.

Payment of any of deceased spouse's debts shall be made proportionately from the property of the trust estate as such property shall be liable for the debts.

B. From the time of the deceased spouse's death, the trustees shall pay to or apply for the benefit of the surviving spouse the net income of the survivor's trust in quarter annual or more frequent installments.

If the trustees consider such income insufficient, the trustees shall also pay to or apply for the benefit of the surviving spouse any sums from the principal of the survivor's trust that the trustees, in the trustees' discretion, consider necessary for the surviving spouse's proper health, support, education and maintenance. In addition, the trustees shall pay the surviving spouse as much of the principal of the survivor's trust as he or she shall request in writing.

C. The surviving spouse shall have the power to compel the

trustees to dispose of any assets in the marital trust that fail to provide a reasonable income to the surviving spouse as the income beneficiary.

D. On the deceased spouse's death, the trustees shall pay to or apply for the benefit of the surviving spouse all of the net income of the marital trust and the exemption trust. Settlors direct that the trustees shall pay to or apply for the benefit of the surviving spouse so much of the principal of the marital trust and the exemption trust as the trustees, in their discretion, deem appropriate for the purposes described hereinabove.

Payments from principal to the surviving spouse shall be made first from the survivor's trust until it is exhausted and thereafter, from the marital trust and then the exemption trust, except that all or any part of those payments may be made from the exemption or the marital trusts without exhausting the survivor's trust if the trustees consider it advisable.

Article Eight

A. On the surviving spouse's death, the trustees shall distribute any remaining balance of the survivor's trust and the marital trust, including principal and accrued or undistributed income, to one or more persons and entities, including the surviving spouse's own estate, and on any terms and conditions, either outright or in trust, and in any proportion that the surviving spouse shall appoint by Will or Codicil specifically referring to and exercising this power of appointment.

B. On the surviving spouse's death, if and to the extent that the surviving spouse shall not have effectively disposed of all property of the trust estate of the survivor's trust and the marital trust through a valid and effective exercise of a power of appointment, all of the remaining assets of the trust shall be distributed to the then acting trustees of the exemption trust and to be thereafter held, administered, and distributed as a part of the exemption trust.

C. On the surviving spouse's death, and subject to any power

of appointment exercised by the survivor, the trustees may in the trustees' discretion pay out of the principal of the survivor's trust, or if it has been exhausted, of the marital trust, or if it has been exhausted, of the exemption trust, the surviving spouse's debts outstanding at the time of his or her death and not barred by the statute of limitations, Statute of Frauds, or any other provisions of law; last illness and funeral expenses; attorneys fees; other probate expenses and costs incurred in administering the surviving spouse's probate estate; and estate and inheritance taxes, including interest and penalties attributable to the survivor's trust arising on the surviving spouse's death.

D. On the surviving spouse's death, the trustees shall distribute the assets then remaining in the exemption trust (and the survivor's trust and the marital trust, if any assets remain) as follows:

The entire net trust estate shall be distributed outright, free and discharged of trust, equally, share and share alike among Settlors' five (5) adult children, namely,

LINDA WATSON, presently residing at Eupenerstr. 25, D-5100 Aachen B.R.D. Germany;

LISA WATSON, presently residing at 16 Scarlett Road, Carmel Valley, CA 93924;

LAUREN (Watson) CESARE, presently residing at 1521 Cherry Valley Dr., San Jose, CA 95125;

DOUGLAS C. WATSON, presently residing at 1200 Taylor St., #26, San Francisco, CA 94108; and

DAVID G. WATSON, presently residing at 709 Rock Creek Place, Pleasant Hill, CA 94523.

In the event any child of Settlors should predecease or should otherwise fail to survive outright distribution hereunder, then his or her share provided for herein shall pass to his or her then

living issue in equal shares, and such issue shall receive the share their parent would have otherwise received had he or she survived to take.

In the event any child of Settlors should predecease or should otherwise fail to survive outright distribution hereunder and leaves no living issue surviving him or her, then his or her share provided for herein shall go to augment equally the shares of the surviving children of Settlors.

Article Nine

A. During the Settlors' joint lifetimes, this trust may be revoked in whole or in part.

On revocation, the trustees shall promptly deliver to the Settlors all the trust assets or the designated portion of the trust assets.

All property delivered to the Settlors on revocation shall continue to be the community or separate property of the Settlors, as the case may be.

If this instrument is revoked with respect to all or a major portion of the assets subject to this instrument, the trustees shall be entitled to retain sufficient assets reasonable to secure the payment of liabilities the trustees have lawfully incurred in administering the trust as provided herein, unless the Settlors indemnify the trustees against loss or expenses.

B. The Settlors may at any time, during their joint lifetimes, amend any term of this trust by written instrument signed by both Settlors and delivered to the trustees.

C. On the deceased spouse's death, the surviving spouse may amend, revoke, or terminate the survivor's trust; but the exemption trust and the marital trust may not be amended, revoked, or terminated. On revocation or termination of the survivor's trust, all of its assets shall be delivered to the surviving spouse. The

trustees shall be entitled to retain sufficient assets reasonable to secure the payment of liabilities the trustees have lawfully incurred in administering the trust as provided herein, unless the surviving spouse indemnifies the trustees against loss or expenses.

D. On the surviving spouse's death, none of the trusts may be amended, revoked, or terminated, except upon termination events described herein.

Article Ten

To carry out the provisions of the trusts created by this instrument, the trustees shall have the following powers, besides those now or later conferred by Law:

A. To invest and reinvest all or any part of the trust estate in any common or preferred stocks, shares of investment trusts and investment companies, bonds, debentures, mortgages, deeds of trust, mortgage participations, notes, real estate, or other property the trustees in the trustees' discretion select; to buy stocks or other securities on margin; and to buy or sell options, puts, and calls. The trustees may continue to hold in the form in which received (or the form to which changed by reorganization, split-up stock dividend, or other like occurrence) any securities or other property the trustees may at any time acquire under this trust, it being the Settlors' express desire and intention that the trustees shall have full power to invest and reinvest the trust funds in an aggressive manner assuming greater than customary risks of loss in the manner that, under the circumstances then prevailing, specifically including, but not limited to, the general economic conditions and the anticipated needs of the trust and its beneficiaries, persons of skill, prudence, and diligence acting in a similar capacity and familiar with those matters would use in the conduct of an enterprise of a similar character and with similar aims, to attain the goals of the Settlors under this instrument, without being restricted to forms of investments that the trustees may otherwise be permitted to make by law; to consider individual investments as part of an overall investment strategy; and the investments need not be diversified if the trustees so chose.

B. To continue to hold any property, including any shares of the trustees' own stock, and to operate at the risk of the trust estate any business that the trustees receive or acquire under the trust as long as the trustees consider advisable.

C. To purchase bonds and to pay any premiums connected with the purchase that the trustees in the trustees' discretion consider advisable, provided, however, each premium is repaid periodically to principal from the interest on the bond in a reasonable manner as the trustees determine and, to the extent necessary, from the proceeds on the sale or other disposition of the bond.

D. To purchase bonds at a discount as the trustees in the trustees' discretion consider advisable. If, however, the trustees determine in the trustees' discretion that the current yield on the

bonds is materially less than the rate of return that the trust could otherwise obtain with equivalent safety, all or a portion of the discount shall be credited periodically to income of the trust in a reasonable manner as the trustees determine and, to the extent necessary, paid from the proceeds on the sale or other disposition of the bond or from principal.

E. To retain, purchase, or otherwise acquire unproductive property.

F. To have all the rights, powers, and privileges of an owner of the securities held in trust, including, but not limited to, the powers to vote, give proxies, and pay assessments; to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, and liquidations and, incident to such participation, to deposit securities with and transfer title to any protective or other committee on any terms the trustees consider advisable; and to exercise or sell stock subscription or conversion rights.

G. To hold securities or other property in the trustees' names as trustees under this trust, in the trustees' own names or in a nominee's name, or to hold securities unregistered in such condition that ownership will pass by delivery.

H. To manage, control, grant options on, sell (for cash or on deferred payments), convey, exchange, partition, divide, improve, and repair trust property.

I. To lease trust property for terms within or beyond the term of the trust for any purpose, including exploration for and removal of gas, oil, and other minerals; and to enter into community oil leases, pooling, and unitization agreements.

J. To lend money to any person, including the probate estate of either Settlor, provided any such loan shall adequately be secured and shall bear a reasonable rate of interest.

K. To purchase property at its fair market value, as determined by the trustees in the trustees' discretion, from the probate estate of either Settlor.

L. To loan or advance the trustees' own funds to the trust for any trust purpose, with interest at current rates; to receive security for such loans in the form of a mortgage, pledge, deed of trust, or other encumbrance of any assets of the trust; to purchase assets of the trust at their fair market value as determined by an independent appraisal of those assets; and to sell property to the trust at a price not in excess of its fair market value as determined by an independent appraisal.

M. Each trustee shall have the power to release or to restrict the scope of any power that the trustee may hold in connection with the trust created in this instrument or implied by law. The trustee shall exercise this power in a written instrument specifying the powers to be released or restricted and the nature of any restriction. Any released power shall pass to and be exercised by the other acting trustee.

N. To take any action and to make any election, in the trustees' discretion, to minimize the tax liabilities of this trust and its beneficiaries. The trustees shall have the power to allocate the

benefits among the various beneficiaries, and shall have the power to make adjustments in the rights of any beneficiaries, or between the income and principal accounts to compensate for the consequences of any tax election that the trustees believe has had the effect of directly or indirectly preferring one beneficiary or group of beneficiaries over others.

O. To borrow money and to encumber trust property by mortgage, deeds of trust, pledge, or otherwise, for the debts of the trust or the joint debts of the trust and a co-owner of the property in which the trust has an interest, or for a Settlor's debts; to guarantee a Settlor's debts.

P. To initiate or defend, at the expense of the trust, any litigation relating to the trust or any property of the trust estate the trustees consider advisable, and to compromise or otherwise adjust any claims or litigation against or in favor of the trust.

Q. To carry insurance of the kinds and in the amounts the trustees consider advisable, at the expense of the trust, to protect the trust estate and the trustees personally against any hazard or liabilities.

R. To withhold from distribution, in the trustees' discretion, at the time for distribution of any property in any trust without the payment of interest, all or any part of the property, if the trustees determine in the trustees' discretion that the property may be subject to conflicting claims, to tax deficiences, or to liabilities, contingent or otherwise.

S. To purchase in the trustees' discretion at less than par obligations of the United States of America that are redeemable at par in payment of any federal estate tax liability of either Settlor in the amounts the trustees consider advisable. For that purpose, the trustees may partition a portion of the community property of the trust estate and make the purchases from either or both portions. The trustees shall exercise the trustees' discretion and purchase these obligations if the trustees believe that either Settlor is in substantial danger of death, and may borrow funds and give security for that purpose. The trustees shall resolve any doubt concerning the desirability of making the purchase and its amount in favor of making the purchase and in purchasing a larger, even though somewhat excessive amount. The trustees shall not be liable to either Settlor, any heir of either Settlor, or any beneficiary of this trust for losses resulting from purchases made in good faith. Notwithstanding anything in this instrument to the contrary, the trustees are directed to pay the federal estate tax due on either Settlor's death in an amount not less than the par value plus accrued interest of the obligations that are eligible for redemption to pay the deceased Settlor's federal estate taxes, without apportionment or charge against any beneficiary of the trust estate or transferee of property passing outside the trust estate. The legal representative of the deceased Settlor's estate, or if none was appointed, the trustees acting under this instrument, shall select the redemption date of these obligations.

The direction to use accrued interest on Treasury bonds to pay death taxes shall not deprive the surviving spouse of any income to which the spouse may be entitled under the provisions of the marital deduction trust created under this instrument, and this income shall be considered in determining the amount of income allocable to that trust.

T. To partition, allot, and distribute the trust estate on any division or partial or final distribution of the trust estate, in undivided interests or in kind, or partly in money and partly in kind, at valuations determined by the trustees, and to sell any property the trustees consider necessary for division or distribution. In making any division or partial or final distribution of the trust estate, the trustees are not obligated to make a prorata division or to distribute the same assets to beneficiaries similarly situated. The trustees may, in the trustees' discretion, make a nonprorata division between trusts or shares and nonprorata distributions to the beneficiaries if the respective assets allocated to separate trusts or shares, or distributed to the beneficiaries, have equivalent or proportionate fair market value and income tax bases.

This subparagraph shall not apply to the division of the trust established by the marital trust.

U. If any principal is applied for the benefit of a surviving spouse and to the extent that a surviving spouse is a trustee, the other trustee shall have sole authority in this regard and that such interested trustee shall have no power or authority to determine or participate in the determination of whether such invasion or distribution shall be made.

V. Except as otherwise specifically provided in this instrument, or in either of the Settlors Will, federal estate taxes imposed on or by reason of the inclusion of any portion of the trust estate and the gross taxable estate of either Settlor under the provisions of any federal tax law shall be paid by the trustees and charged, prorated among, or recovered from the trust estate or the persons entitled to the benefits under these trusts as and to the extent provided by any applicable tax law or any proration statute. Except whenever otherwise specifically provided, State death taxes shall be paid and charged to the trust estate or deducted and collect as provided by law.

W. Subject to the provisions of the paragraph pertaining to Treasury bonds, unless the surviving Settlor's Will directs otherwise, all estate and inheritance taxes payable at the surviving Settlor's death, that are attributable to any trust created under this instrument, shall be paid from the trust estate and charged to, or recovered from, the persons entitled to benefit under this instrument as provided by California Probate Code section 970 and related sections, or any successor statutes or amendments thereto, without giving effect to Internal Revenue Code section 2207A.

Article Eleven

A. Except as otherwise specifically provided in this instrument, the determination of all matters with respect to what is principal and income of the trust estate and the apportionment and allocation of receipts and expenses between these accounts shall be governed by the provisions of the California Revised Uniform Principal and Income Act from time to time existing. The trustees in the trustees' discretion shall determine any matter not provided for either in this instrument or in the California Revised Uniform Principal and Income Act.

Notwithstanding any other provision of this instrument or of the California Revised Uniform Principal and Income Act, the trustees may establish a reserve for depreciation of all income producing real and personal property and of capital improvements and extraordinary repairs. In addition:

A reasonable reserve for depletion of all depletable natural resources, including, but not limited to, oil, gas, and mineral and timber property, shall be charged to income from time to time;

Distributions by mutual funds and similar entities of gains from the sale or other disposition of property shall be credited to principal;

A reasonable reserve for amortization of all intangible property with a limited economic life including, but not limited to, patents and copyrights, shall be charged to income from time to time.

B. The trustees need not physically segregate or divide the various trusts, except when segregation or division is required because one of the trusts terminates, but the trustees shall keep separate accounts for the different trusts.

C. Income accrued or unpaid on trust property when received into the trust shall be treated as any other income. Income accrued or held undistributed by the trustees at the termination of any trust or any interest in a trust created under this instrument, other than any trust that may be a qualified terminable interest property trust, shall go to the next beneficiaries of that interest or trust in porportion to their interests in it. Income accrued or held in trust on the termination of a qualified terminable interest property trust shall go to the beneficiaries of that trust immediately before the termination or to his or her estate unless provided otherwise in this instrument.

This provision shall not apply to income accrued on Treasury bonds redeemed in payment of the Settlors federal estate tax.

Article Twelve

A. Other property acceptable to the trustees may be added to these trusts by any person, by the Wills or Codicils of either Settlor, by the proceeds of any life insurance, or otherwise.

Unless otherwise specified in this instrument, or in any instrument of transfer, any addition to any trust that has been subdivided into multiple trusts shall augment proportionately the trusts into which such trust has been divided.

B. Unless the trustees have received actual written notice of the occurrence of an event affecting the beneficial interests of this trust, the trustees shall not be liable to any beneficiary of this trust for distribution made as though the event had not occurred, provided this clause shall not exculpate the trustees from liability arising from nonpayment of death or generation skipping taxes that may be payable by the trust on occurrence of an event affecting the beneficial interests of this trust.

C. No interest in the principal or income of any trust created under this instrument shall be anticipated, assigned, encumbered, or subjected to creditor's claim or legal process before actual receipt by the beneficiary.

D. The validity of this trust and the construction of its beneficial provisions shall be governed by the laws of the State of California in force from time to time. This paragraph shall apply regardless of any change of residence of a trustee or any beneficiary, or the appointment or substitution of a trustee residing or doing business in another state.

Notwithstanding the foregoing, the validity and construction of this trust in relation to any real property located in a jurisdiction outside the State of California shall be determined under the laws of such jurisdiction. If the situs or place of administration of the trust is changed to another state, the law of that state shall govern the administration of the trust.

E. In this instrument, in all matters of interpretation, whenever necessary to give effect to any provision of this instrument, the masculine shall include the feminine and neuter and vice versa, and the singular shall include the plural, and the plural shall include the singular.

F. All references to specific statutes, codes, or regulations shall include any successors. The term "Internal Revenue Code" shall refer to the Internal Revenue Code of 1954, as amended from time to time, and to any successor statute to it.

G. All references to trustees, special trustees, or any other fiduciary shall refer to the individuals or institutions serving from time to time in such capacity under this instrument.

H. The use of the word "shall" indicates a mandatory direction, while the use of the word "may" indicates a permissive, but not mandatory grant of authority.

I. In this instrument, the term "issue" refers to lawful lineal descendants of all degrees, and the terms "child", "children", and "issue" include adopted children.

The terms "issue", "child", and "children" include a child born out of wedlock if a parent-child relationship existed between the child and his or her deceased parent, determined under California law.

J. References in this trust to a person's spouse, husband, or wife shall mean any individual who is that person's then lawfully married spouse (determined by the laws of the jurisdiction in which the person then resides), except that an individual shall not be considered as a spouse, husband, or wife unless that individual shall be living with the person as husband and wife (disregarding temporary absences due to vacation, illness, or other emergency) at the time it is necessary to determine the individual's status as a spouse, husband, or wife. The term "spouse", "husband", or "wife" shall also include a widow or widower, if that individual was

residing at the time of the deceased person's death with the deceased as husband or wife (disregarding temporary absences due to vacation, illness, or other emergency). This determination shall be made in the discretion of the trustees.

K. Except as otherwise provided in this instrument, the Settlors have intentionally and with full knowledge omitted to provide for their heirs. If any beneficiary under this trust, singly or in conjunction with any other person or persons, contests in any court the validity of this trust or of a deceased Settlor's last Will or seeks to obtain an adjudication in any proceeding in any court that this trust or any of its provisions or that such Will or any of its provisions is void, or seeks otherwise to void, nullify, or set aside this trust or any of its provisions, then that person's right to take any interest given to him or her by this trust shall be determined as it would have been determined if the person had predeceased the execution of this declaration of trust without surviving issue.

The provisions of this paragraph shall not apply to any disclaimer by any person of any benefit under this trust or under any Will.

The trustees are hereby authorized to defend, at the expense of the trust estate, any contest or other attack of any nature on this trust or any of its provisions.

L. Except as otherwise specifically provided in this instrument, if any person named herein fails to survive a Settlor for thirty (30) days, for all purposes of this trust, the person shall be considered to have predeceased such Settlor.

M. Any beneficiary shall have the right to disclaim all or any part of any interest in property to which he or she may be entitled under this instrument. Except as otherwise provided herein, any interest so disclaimed shall be distributed as if the beneficiary

predeceased the Settlors. No other interest of the beneficiary shall be affected by the disclaimer, unless that interest also shall be disclaimed.

Article Thirteen

A. The trustees of the within trust shall be FRANKLIN H. WATSON and MARILYN C. WATSON so long as they are alive and competent to so act. If one of the above named trustees should die or become incompetent, or otherwise unable to act, then the surviving or competent trustee shall continue to act with LAUREN CESARE as co-trustees. If both Settlors as trustees are unable to act, or are deceased, then LAUREN CESARE shall serve as sole trustee.

B. No bond shall be required of any person named in this instrument as a trustee, or of any person appointed as the trustee in the manner specified in this instrument, for the faithful performance of his or her duties as trustee.

C. No trustee shall be liable or responsible for any act, omission, or default of any other trustee, provided the trustee has no knowledge of facts that might reasonably be expected to put the trustee on notice of it.

D. No successor trustee shall be liable for any act, omission, or default of a predecessor trustee. Unless requested in writing within sixty (60) days of appointment by an adult beneficiary of the trust, no successor trustee shall have any duty to investigate or review any action of a predecessor trustee. The successor trustee may accept the accounting records of the predecessor trustee showing assets on hand without further investigation and without incurring any liability to any person claiming or having an interest in the trust.

E. Any corporate trustee acting hereunder shall be entitled to reasonable compensation for its services. All trustees named herein shall be entitled to reimbursement for costs advanced.

F. The trustees shall have the power to employ investment counsel, consultants, accountants and/or attorneys to the extent the trustees deem advisable. Normal and usual compensation or fees of any such investment counsel, consultant, accountant or attorney shall be a proper charge against the trust.

G. Settlors direct that the individual trustees acting hereunder, or if a vacancy in trusteeship should occur, by designation of the majority of the beneficiaries of any trust provided for herein, shall have the right by an instrument in writing to designate and appoint a corporate trustee or co-trustee, which corporate trustee so appointed shall be a national bank or member of the Federal Reserve System with the further right from time to time to appoint a new corporate trustee or co-trustee similarly qualified in place of one theretofore appointed.

H. Unless terminated earlier in accordance with other provisions of this instrument, any trust created under this instrument shall terminate 21 years after the death of the last survivor of Settlors' children living on the date of death of the first Settlor to die.

Article Fourteen

The trusts created in this instrument may be referred to collectively as the FRANKLIN AND MARILYN WATSON TRUST as established by FRANKLIN H. WATSON and MARILYN C. WATSON, and each separate trust created in this instrument may be referred to by adding the name of the beneficiary.

(signatures and notarial acknowledgment follow next page)

Executed on December 15, 1992, at Orinda, California.

FRANKLIN H. WATSON
Trustee

MARILYN C. WATSON
Trustee

We certify that we have read the foregoing declaration of trust and that it correctly states the terms and conditions under which the trust estate is to be held, managed, and disposed of by the trustees. We approve the declaration of trust in all particulars.

FRANKLIN H. WATSON
Settlor

MARILYN C. WATSON
Settlor

STATE OF CALIFORNIA)
)SS
COUNTY OF CONTRA COSTA)

On this 15 day of December, 1992, before me, the undersigned, a notary public in and for said County and State, personally appeared FRANKLIN H. WATSON and MARILYN C. WATSON, known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledgment to me that they executed the same.

WITNESS my hand and official seal.

Notary Public

EXHIBIT 16

C O D I C I L

TO LAST WILL AND TESTAMENT OF

CHARLES W. GOMPERTZ

I, CHARLES W. GOMPERTZ, of the City of Oakland, County of Alameda, State of California, being of sound and disposing mind and memory, and not acting under duress, menace, fraud, or the undue influence of any person or persons whomsoever, do hereby make, publish and declare this to be a codicil to my last will and testament dated July 1, 1947, hereby republishing my said last will and testament dated July 1, 1947, in all respects, save and except as the same is changed by this my codicil to said last will and testament.

I

I hereby expressly cancel, annul and revoke paragraph Eleventh of my said last will and testament dated July 1, 1947, and in place and in lieu thereof, I hereby substitute the following provision:

ELEVENTH: Whenever the lawful issue of any person is referred to in this my last will and testament, the term "issue" shall be deemed to mean all of such person's lawful lineal descendants of the first degree, and of every other degree who have no living ancestor who is a lineal descendant of such person, and shall include persons legally adopted as well as issue of the body. Likewise, the term "heirs at law," as used in this my last will and testament, shall include persons legally adopted as well as issue of the body of the person or persons referred to.

EXHIBIT B

II

I hereby expressly insert and add the following additional provision in and to my said last will and testament dated July 1, 1947:

FIFTEENTH: In the event that my said wife, ANITA T. GOMPERTZ, should survive me, and notwithstanding any other provision contained in this my last will and testament, it is my intention by this my last will and testament to dispose of all my property, including my share only of the community property of my said wife and myself over which I have power of testamentary disposition, and including all of my separate property, but excluding any property held of record in joint tenancy with a person or persons living at the time of my death, and it is also my intention to exercise any testamentary power of appointment which I may own or have at the time of my death.

In the event that my said wife, ANITA T. GOMPERTZ, should survive me, then I hereby confirm unto my said wife her share of our community property, over which I do not have power of testamentary disposition, and she shall hold and own her said share of our community property, over which I do not have power of testamentary disposition, outright, free and clear of the provisions of any trust provided for in this my last will and testament.

In the event that my said wife, ANITA T. GOMPERTZ, should not survive me, it is my intention by this my last will and testament to dispose of all my property, excluding any property held of record in joint tenancy with a person or persons living at the time of my death, and to exercise any testamentary power of appointment which I may own or have at the time of my death.

III

Except as modified by this codicil, I hereby expressly confirm and ratify my said last will and testament dated July 1, 1947, and I hereby declare that my said last will and testament dated July 1, 1947, and this codicil shall constitute my last will and testament.

IN WITNESS WHEREOF, I have hereunto set my hand this 16th day of June, 1949.

Charles W. Gomperz

Witnesses:

Everett J. Brown Jr. Residing at 836 Rhoades Ave. Piedmont 11, Calif.

Velma F. Minder Residing at 2909 California St. Oakland 7, Calif.

Francis M. Vargas Residing at 1522 Francis Ave. San Leandro, Calif.

The foregoing instrument, consisting of three (3) pages, including this page, each written upon only one side thereof, was, at the date hereof, to wit, June 16th, 1949, subscribed by CHARLES W. GOMPERTZ, therein named as testator, in the presence of us, all being present at the same time, and was, at the time of his so subscribing the same, declared and acknowledged by him to be a codicil to his last will and testament dated July 1, 1947, and thereupon we, at his request, and in the presence of him and of one another, have signed our names as witnesses thereto at the end thereof, and have written, with our names, our respective places of residence.

Everett J. Brown Jr.

Velma F. Minder

Francis M. Vargas

EXHIBIT 17

FILED

APR 1 1955

JACK G. BLUE, County Clerk

By [illegible] DEPUTY

LAST WILL AND TESTAMENT

OF

ANITA T. GOMPERTZ

160290

I, ANITA T. GOMPERTZ, a resident of the City of Oakland, County of Alameda, State of California, being of sound and disposing mind and memory, and not acting under duress, menace, fraud or the undue influence of any person whomsoever, do hereby make, publish and declare this to be my last will and testament in the manner following, that is to say:

FIRST: I hereby expressly revoke all former wills and testamentary dispositions heretofore by me made.

SECOND: I hereby declare that I am the widow of Charles W. Gompertz, who died on April 8, 1953, and that I have two (2) children, namely, a daughter, RUTH GOMPERTZ WATSON, and a son, JOHN L. GOMPERTZ, and that I have no deceased child or children.

THIRD: I hereby nominate and appoint my said son, JOHN L. GOMPERTZ, as executor of this my last will and testament, to act without bond. In the event of the refusal or inability for any reason whatsoever of said John L. Gompertz to act as such executor, then and in such event I hereby nominate and appoint CROCKER FIRST NATIONAL BANK OF SAN FRANCISCO, a national banking association, or its successor, as executor of this my last will and testament.

FOURTH: I hereby confer upon my said executor full power and authority to sell, lease, transfer and exchange, or otherwise dispose of, on such terms as he or it may see fit, at

1 codicil

Will admitted to Probate.....
Jack G. Blue, County Clerk

public or private sale, with or without notice, any and all property of which I may die seised or possessed, without any authority of court therefor, so far as this may lawfully be done. Any lease or leases of property within my estate, or any part thereof, or extension or renewal of lease, or option therefor, may be for a term beyond and longer than the probate of my estate.

I hereby authorize my executor to compromise and settle on such terms as he or it, in his or its judgment and discretion, may determine to be proper and necessary, any claims and demands against my estate, or any litigation in which my estate may be involved.

FIFTH: I hereby give and bequeath to my daughter, RUTH O. WATSON, or, if she should predecease me, to my granddaughter, JANET ANITA WATSON, my clothing, jewelry and personal effects.

SIXTH: I hereby give and bequeath to the following persons the items set opposite their respective names:

(a) To my friend ELEANOR (MRS. J. F.) CHADDOCK, now residing at 1101 Green Street, California, if she survives me, the sum of ONE THOUSAND DOLLARS ($1,000.00);

(b) To my cousin, EDNA H. OSBORN, now residing at 67 Glen Avenue, Oakland, California, if she survives me, the sum of ONE THOUSAND DOLLARS ($1,000.00);

(c) To my niece, ELEANOR ANITA TAGGARD, now residing at [illegible] So. Mallugo Avenue, Pasadena [illegible], California, if she survives me, the sum of ONE THOUSAND DOLLARS ($1,000.00);

(d) To my cousin, WYNONAH THAYER, whose present address is Box 62, R. 1, Carmel, California, if she survives me, the sum of ONE THOUSAND DOLLARS ($1,000.00);

(e) To my friend, MABEL SARLE, now residing at

12 Palm Avenue, San Francisco, California, if she survives me, the sum of TWO THOUSAND DOLLARS ($2,000.00);

(f) To my cousin, NORMA O. STAFFORD, now residing at 260 Purdue Avenue, Berkeley, California, if she survives me, the sum of ONE THOUSAND DOLLARS ($1,000.00);

(g) To my friend, NANCY (MRS. ROBERT E.) FERGUSON, now residing at 2811-1/2 Benvenue Avenue, Berkeley, California, if she survives me, the sum of ONE THOUSAND DOLLARS ($1,000.00);

(h) To my housekeeper, MALLIE PEACE, now residing at 3095 Stanton Street, Berkeley, California, if she survives me, the sum of ONE THOUSAND DOLLARS ($1,000.00);

(i) To my grandson, CHARLES B. GOMPERTZ, if he survives me, the sum of ONE THOUSAND DOLLARS ($1,000.00);

(j) To my granddaughter, MARGARET BATES GOMPERTZ, if she survives me, the sum of ONE THOUSAND DOLLARS ($1,000.00);

(k) To my granddaughter, JOANN GOMPERTZ, if she survives me, the sum of ONE THOUSAND DOLLARS ($1,000.00);

(l) To my sister-in-law, LOUISE GOMPERTZ, of Berkeley, California, if she survives me, the sum of TWO THOUSAND DOLLARS ($2,000.00);

(m) To my sister-in-law, DR. KATE GOMPERTZ, of Pacific Grove, California, if she survives me, the sum of THREE THOUSAND DOLLARS ($3,000.00);

(n) To my sister-in-law, ALICE GOMPERTZ, of Berkeley, California, if she survives me, the sum of FIVE THOUSAND DOLLARS ($5,000.00);

(o) To my sister-in-law, LESLIE GOMPERTZ, of New York City, New York, if she survives me, the sum of FIVE THOUSAND DOLLARS ($5,000.00);

(p) To my brother-in-law, WALTER GOMPERTZ, SR., of Walnut Creek, California, if he survives me, the sum of TWO THOUSAND DOLLARS ($2,000.00).

If at the time of my death I am the owner of 2-1/2% United States Treasury Bonds, my executor is hereby directed, in his discretion, to distribute any or all of such bonds of an equivalent face value to such of the legatees enumerated in (a) to (h), inclusive, of this paragraph SIXTH, in lieu of the cash bequests hereinabove set forth.

SEVENTH: I hereby give, devise and bequeath to my grandson, FRANKLIN HASKELL WATSON III, and to my granddaughter, JANET ANITA WATSON, share and share alike, or to the survivor of them, the real property and the residence situated thereon commonly known and designated as 5630 Broadway Terrace, Oakland, California, if owned by me at the date of my death, together with the furniture and furnishings therein contained.

If said residence is not owned by me at the date of my death, I hereby give and bequeath to my said grandson, FRANKLIN HASKELL WATSON III, and to my said granddaughter, JANET ANITA WATSON, share and share alike, or to the survivor of them, a sum equivalent to the net proceeds of the sale of said real property and said residence situated thereon.

EIGHTH: I hereby give, devise and bequeath all of the rest, residue and remainder of my estate, of every kind and character, and whereseever situate, together with all property over which I may have power of testamentary disposition at the time of my death pursuant to power of appointment, to my son, JOHN L. GOMPERTZ, and to my daughter, RUTH G. WATSON, share and share alike.

In the event my said son, John L. Gomperts, should predecease me, the share of said rest, residue and remainder of my estate which my said son would have taken if living is hereby given, devised and bequeathed to my daughter, RUTH G.

WATSON, or, if she also be then deceased, to the lawful living issue of my said daughter, share and share alike, but by right of representation.

In the event my said daughter, Ruth G. Watson, should predecease me leaving lawful issue living at the time of my death, said lawful issue shall take, share and share alike, but by right of representation, the share which my said daughter would have taken if living, or in default of such issue, the share is hereby given, devised and bequeathed to my son, JOHN L. GOMPERTZ.

NINTH: In the event there is not living at the time of my death my said daughter, Ruth G. Watson, or my said son, John L. Gompertz, or any lawful issue of my said daughter, then and in such event I hereby give, devise and bequeath my entire estate, of every character and description, and wheresoever situate, together with all property over which I may have power of testamentary disposition at the time of my death pursuant to power of appointment, to my heirs at law living at the date of my death, such determination to be made as of the date of my death in accordance with the laws of succession of the State of California then in force.

TENTH: I direct that my executor pay out of the residue of my estate, before distribution thereof, all transfer, inheritance, succession, estate and similar taxes levied or imposed upon the gift and devise to my grandson, Franklin Haskell Watson III, and to my granddaughter, Janet Anita Watson, in paragraph SEVENTH of this my last will and testament.

ELEVENTH: I have intentionally made no greater provisions in this my last will and testament for the lawful issue of my said son, John L. Gompertz, for the reason that from other

sources they are already well provided for.

TWELFTH: I hereby declare that except as otherwise provided in this will I have intentionally omitted to provide herein for any of my heirs living at the time of my death. If any heir, or any person who would be entitled to any part of my estate if I died intestate, shall directly or indirectly, singly, or in conjunction with another person or other persons, seek to establish or assert any claim to my estate, or any part thereof, except under this will, or attack or oppose or seek to set aside the probate of this will, or impair, invalidate or set aside the provisions hereof, or endeavor to secure or procure any part of my estate other than through or under this will, then and in any of such events I hereby give and bequeath to such heir or person the sum of ONE DOLLAR ($1.00), and no more, in lieu of any other share or interest in my estate. All of the rest of the interest, share or property which otherwise would have gone to such person by devise or inheritance, or which such heir or person might be entitled to take under any provision of law, shall become, and it is hereby given, devised and bequeathed as a part of the residue and remainder of my estate and disposed of in accordance with the provisions of this will relating to such residue and remainder.

Notwithstanding anything herein contained to the contrary, no person shall be under any restriction relating to his or her claim for and receipt of reimbursement for moneys paid out for my account for taxes and expenses of my last illness and for my funeral.

THIRTEENTH: Whenever the lawful issue of any person is referred to in this my last will and testament, the term "lawful issue" shall be deemed to mean all of such person's lawful lineal descendants of the first degree, and of every other degree who have no living ancestor who is a lineal descendant of such

person, and shall include persons legally adopted as well as issue of the body. Likewise, the term "heirs at law", as used in this my last will and testament, shall include persons legally adopted as well as issue of the body.

IN WITNESS WHEREOF, I have hereunto set my hand this 14th day of April, 1954.

Anita T. Compertz

Witnesses:

Irma F. Malyon Residing at 9500 Moraga Blvd Lafayette Calif.

Paul L. May Residing at 1134 Wagtail St. Lafayette, Calif

The foregoing instrument, consisting of seven (7) pages, including this page, each written upon only one side thereof, was at the date hereof, to wit, April 14, 1954, subscribed by ANITA T. COMPERTZ, therein named as testatrix, in the presence of us, all being present at the same time, and was, at the time of her so subscribing the same, declared and acknowledged by her to be her last will and testament, and thereupon we, at her request, and in the presence of her and of one another, have subscribed our names as witnesses thereto at the end thereof, and have written with our names our respective places of residence.

Irma F. Malyon

Paul L. May

Entry Date MAY 4 - 1965
Vol. 117 Page 1 (Real)
Jack G. Blue, County Clerk
By E. Y. Halpin Deputy

FILED
APR 1 1955
JACK C. CLUE, County Clerk
By [illegible] DEPUTY

C O D I C I L

TO LAST WILL AND TESTAMENT OF

ANITA T. GOMPERTZ

169290

I, ANITA T. GOMPERTZ, a resident of the County of Alameda, State of California, being of sound and disposing mind and memory, and not acting under duress, menace, fraud, or the undue influence of any person whomsoever, do hereby make, publish and declare this to be a codicil to my last will and testament dated April 14, 1954, in the manner following, that is to say:

I

I hereby revoke and annul paragraph THIRD of my said last will and testament dated April 14, 1954, and in lieu thereof I hereby make the following directions:

"THIRD: I hereby nominate and appoint my grandsons, FRANKLIN H. WATSON III and CHARLES B. GOMPERTZ, as executors of this my last will and testament. In the event either of my said grandsons should be unwilling or unable for any reason whatsoever to act as such co-executor with the other of my said grandsons, then I hereby nominate and appoint whichever one of my said grandsons who is willing and able so to act as sole executor of this my last will and testament, or, in the event both of my said grandsons should be unwilling or unable to act as co-executor or sole executor, as the case may be, then I hereby nominate and appoint my daughter, RUTH GOMPERTZ WATSON, as executrix of this my last will and testament.

"I hereby direct that no bond, security or undertaking of any kind be required of said Franklin H.

1st Codicil
Will dated [illegible]

HARRIS, CROSBY & ROBSON
ATTORNEYS AT LAW
CENTRAL BUILDING
OAKLAND 12, CALIF.
TEMPLEBAR 3-1811

Watson III, or of said Charles B. Gompertz, or of said Ruth Gompertz Watson in his or her capacity as co-executor, sole executor, or executrix, as the case may be, of this my last will and testament."

I hereby confer upon my said executors, executor or executrix, as the case may be, all of the powers as set forth in paragraph FOURTH of my said last will and testament dated April 14, 1954.

II

I hereby revoke and annul paragraphs SEVENTH, EIGHTH, NINTH and TENTH of my said last will and testament dated April 14, 1954, and in lieu thereof I hereby make the following directions:

"I hereby give, devise and bequeath all of the rest, residue and remainder of my estate to my grandchildren, FRANKLIN H. WATSON III and JANET WATSON ADAMS, share and share alike, or all to the survivor of them; provided, however, that should either of my said grandchildren predecease me leaving lawful issue living at the time of my death, such lawful issue shall take, share and share alike, but by right of representation, the share which such deceased grandchild of mine would have taken in living.

"In the event there is not living at the time of my death either of my said grandchildren, Franklin H. Watson III and Janet Watson Adams, or any lawful issue of either of my said grandchildren, then and in such event I hereby give, devise and bequeath said rest, residue and remainder of my estate to my daughter, RUTH GOMPERTZ WATSON, or, if my said

HAGAR, CROSBY & ROBSON
ATTORNEYS AT LAW
GENERAL BUILDING
OAKLAND 12, CALIF.
TEMPLEBAR 2-6811

daughter also has predeceased me, to the lawful issue of my son, JOHN L. COMPERTZ, living at the time of my death, share and share alike, but by right of representation."

III

In all other respects I hereby republish, ratify and confirm my said last will and testament dated April 14, 1954.

IN WITNESS WHEREOF, I have hereunto set my hand this 17th day of February, 1960.

Anita T. Compertz

Witnesses:

Irma F. Drayson

Residing at 350 Moraga Blvd
Lafayette, Calif

Earl L. May

Residing at L. A. Heights, P.O.
Lafayette, Calif

The foregoing instrument, consisting of three (3) pages, including this page, each written upon only one side thereof, was at the date hereof, to wit, February 17, 1960, subscribed by ANITA T. COMPERTZ, therein named as testatrix, in the presence of us, all being present at the same time, and was at the time of her so subscribing the same declared and acknowledged by her to be a codicil to her last will and testament dated April 14, 1954, and thereupon we, at her request, and in the presence of her and of one another, have signed our names as witnesses thereto at the end thereof, and have written with our names our respective places of residence.

Irma F. Drayson

Earl L. May

EXHIBIT 18

FILED

1966 APR 18 AM 10 54

JACK G. BLUE
COUNTY CLERK

APR 19 1966

Entry Date .....
Vol. 13 9 Page 47 (Real)
Jack G. Blue, County Clerk
By .....
Deputy

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF ALAMEDA

In the Matter of the Estate of

ANITA T. GOMPERTZ

also known as ANITA TAGGARD GOMPERTZ and ANITA GOMPERTZ,

Deceased.

NO. 169290

DECREE OF FINAL DISTRIBUTION

FRANKLIN H. WATSON, III, and CHARLES B. GOMPERTZ, as Co-Executors of the Will of ANITA T. GOMPERTZ, deceased, having heretofore filed a Waiver of Accounting and Petition for Final Distribution, and the Petition coming on this day regularly for hearing, the Court finds:

Due notice of the hearing of the Petition has been regularly given as required by law.

All the allegations of the Petition are true.

ANITA T. GOMPERTZ died on March 11, 1965, in the City of Oakland, County of Alameda, State of California, being at the time of her death a resident thereof.

On May 6, 1965, FRANKLIN H. WATSON, III, and CHARLES B. GOMPERTZ qualified as and were appointed Co-Executors of decedent's estate, and ever since have been and now are Co-Executors of said estate.

LAW OFFICES OF
Hardie, Fletcher, Cook & Hayes
1956 WEBSTER STREET
OAKLAND CALIF 94612
PHONE 444-3131

Notice to Creditors has been duly given as required by law, the time for filing or presenting claims has expired, and the estate now is in a condition to be closed. All claims filed or presented against the estate have been allowed by the Co-Executors, and approved by this Court and paid.

All inheritance taxes and personal property taxes due and payable by this estate have been paid.

The Co-Executors have paid the California inheritance tax from the assets of the decedent's estate. The tax so paid should be charged to the persons named and in the amounts set forth as follows:

ELEANOR CHADDOCK	$ 109.48
WYNONAH THAYER	35.00
MABEL SARLE	195.00
DR. KATE GOMPERTZ	295.00
ALICE GOMPERTZ	495.00
LESLIE GOMPERTZ	495.00
WALTER GOMPERTZ, SR.	195.00
FRANKLIN H. WATSON, III	325.07
JANET W. ADAMS	332.39
TOTAL	$2,476.94

A Federal Estate Tax Return has been filed and the tax due from the estate shown therein has been paid. The Return has not yet been audited.

The Co-Executors have paid Federal Estate Taxes in the amount of $803.57, which should be prorated and apportioned as provided by law. The prorated amounts should be charged against the interest in the estate of the persons against whom the charge is made. The sums have been charged against the interest of said persons as follows:

LAW OFFICES OF
Ferrin, Fleischer, Cook & Hayes
1968 WEBSTER STREET
OAKLAND, CALIF. 94612
PHONE 444-7131

ELEANOR CHADDOCK	$	7.43
ELEANOR ANITA TAGGARD		8.38
WYNONAH THAYER		6.50
MABEL SARLE		13.00
SCOTT STAFFORD		3.25
JOAN STAFFORD POWERS		3.25
CHARLES B. GOMPERTZ		6.50
MARGARET G. HUNTINGTON		6.50
JOANN G. MELVIN		6.50
DR. KATE GOMPERTZ		19.49
ALICE GOMPERTZ		32.49
LESLIE GOMPERTZ		32.49
WALTER GOMPERTZ		13.00
FRANKLIN H. WATSON, III		321.20
JANET W. ADAMS		323.59
TOTAL		803.57

All California State and Federal income taxes due and payable by the estate have been paid.

FRANKLIN H. WATSON, III, has waived all right to commissions for his services as Co-Executor rendered herein. The Co-Executor should be authorized to pay to CHARLES B. GOMPERTZ one-half (1/2) of the statutory commission as hereafter specified in discharge of his statutory commission for services rendered herein as Co-Executor.

The Co-Executors should be authorized and directed to pay to their attorneys, Hardin, Fletcher, Cook and Hayes, the sum hereafter specified as their statutory fees for services rendered in the administration of this estate.

All the assets of the estate are the separate property of the decedent.

Distribution should be ordered as hereafter specified.

LAW OFFICES OF
Hardin, Fletcher, Cook & Hayes
1939 WEBSTER STREET
OAKLAND CALIF 94612
PHONE 444-3131

NOW, THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED THAT:

(1) The Co-Executors are authorized and directed to pay to Hardin, Fletcher, Cook and Hayes, their attorneys, the sum of $2,147.52, as their statutory attorneys' fees.

(2) The Co-Executors are authorized and directed to pay to CHARLES B. GOMPERTZ the sum of $1,073.76 as his one-half (1/2) of the statutory commission as Co-Executor.

(3) The following described property is distributed as follows:

a. To RUTH G. WATSON, all the clothing, jewelry and personal effects of decedent.

b. To ELEANOR CHADDOCK, after deduction for Federal and State taxes, the sum of $883.09 in cash.

c. To ELEANOR ANITA TAGGARD, after deduction for Federal and State taxes, the sum of $991.62 in cash.

d. To WYNONAH THAYER, after deduction for Federal and State taxes, the sum of $958.50 in cash.

e. To MABEL SARLE, after deduction for Federal and State taxes, the sum of $1,792.00 in cash.

f. To SCOTT STAFFORD, after deduction for Federal and State taxes, the sum of $496.75 in cash.

g. To JOAN STAFFORD POWERS, after deduction for Federal and State taxes, the sum of $496.75 in cash.

h. To CHARLES B. GOMPERTZ, after deduction for Federal and State taxes, the sum of $993.50 in cash.

i. To MARGARET G. HUNTINGTON, after deduction for Federal and State taxes, the sum of $993.50 in cash.

j. To JOANN G. MELVIN, after deduction for Federal and State taxes, the sum of $993.50 in cash.

k. To DR. KATE GOMPERTZ, after deduction for Federal and State taxes, the sum of $2685.51 in cash.

LAW OFFICES OF
Hardin, Fletcher, Cook & Hayes
1939 WEBSTER STREET
OAKLAND CALIF 94612
PHONE 444-3131

l. To ALICE GOMPERTZ, after deduction for Federal and State taxes, the sum of $4472.51 in cash.

m. To LESLIE GOMPERTZ, after deduction for Federal and State taxes, the sum of $4472.51 in cash.

n. To WALTER GOMPERTZ, SR., after deduction for Federal and State taxes, the sum of $1792.00 in cash.

o. To FRANKLIN H. WATSON, III, after deduction for Federal and State taxes, an undivided one-half (1/2) interest in all the assets listed in Exhibit "A", attached hereto and incorporated herein.

p. To JANET W. ADAMS, after deduction for Federal and State taxes, an undivided one-half (1/2) interest in all the assets listed in Exhibit "A", attached hereto and incorporated herein.

(4) All other property, not now known, or which is hereafter discovered which belongs to said estate, be and the same is hereby distributed as follows:

a. One-half (1/2) to FRANKLIN H. WATSON, III.

b. One-half (1/2) to JANET W. ADAMS.

Dated: This 18th day of April, 1966.

JUDGE OF THE SUPERIOR COURT

LAW OFFICES OF
Hardie, Fleishhacker, Cook & Hayes
1956 WEBSTER STREET
OAKLAND, CALIF. 94612
PHONE 444-3131

EXHIBIT "A"

ASSETS IN WHICH FRANKLIN H. WATSON, III, AND JANET W. ADAMS HAVE UNDIVIDED ONE-HALF (1/2) INTEREST

1. Bonds:

   (a) $5,000.00 P.V. Acalanes Union High School, 2-1/2% Due 6/1/66

   (b) $5,000.00 P.V. Davis Joint Unified School, 4% Due 2/1/68

   (c) $5,000.00 P.V. San Carlos School District, 2-3/4% Due 3/1/67

   (d) $3,000.00 P.V. U.S. Treasury, 3% Due 1995

   (e) $5,000.00 P.V. Union Oil Co. of California, 4-1/4% Due 6/1/91

   (f) $5,000.00 P.V. Utah State University, 3-1/2% Due 4/1/66

2. Stock:

Shares	Class	Corporation
24	Common	Alexander & Baldwin, Inc.
108	Common	Franklin National Bank
100	Common	Freeport Sulphur Co.
15	Common	Socony Mobil Oil Co. Inc.

3. Cash .....$ 599.52

4. Tax Refund from State Controller.....$ 116.90

Thomas B. Worth (State Bar No. 73232)
FRIEDMAN McCUBBIN LAW GROUP LLP
425 California Street, 25th Floor
San Francisco, California 94104
Telephone: (415) 434-2226
tom@fomlaw.com

Attorneys for Petitioner
17th and Peralta, LLC

ELECTRONICALLY FILED
Superior Court of California,
County of Alameda
10/30/2024 at 09:08:51 AM
By: Xian-xii Bowie,
Deputy Clerk

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

In the Matter of the Estate of CHARLES W. GOMPERTZ, also known as CHARLES WILLIAM GOMPERTZ, AND C.W. GOMPERTZ, Deceased.	Case No. 123,339 SUPPLEMENT TO PETITION BY INTERESTED PARTY Date: November 25, 2024 Time: 3:00 pm Dept: 103

The undersigned THOMAS B. WORTH declares as follows:

1. I am the attorney for 17th and Peralta, LLC, the petitioner in the above matter.

2. I am filing this Supplement to provide information concerning potential beneficiaries of the Estate of Charles W. Gompertz who were not specifically mentioned in the petition.

3. As explained in the petition, the assets of the estate of Charles W. Gompertz were distributed to a trust for the benefit of his surviving wife, Anita T. Gompertz. At her later death, the assets of that trust were distributed to their two children, Ruth Gompertz Watson and John L. Gompertz.

4. The petition identifies the seven now living descendants of Ruth Gompertz Watson, since they are the parties with whom 17th and Peralta LLC has a contractual relationship to purchase

their interests in the property in question. Notice of the hearing of the petition has been given to those seven persons.

5. The petitioner does not at this time have a similar contractual relationship with the descendants of John L. Gompertz, but since they are potential beneficiaries of the assets in the Charles W. Gompertz estate, the petitioner has given notice to them as well.

6. John L. Gompertz, who is now deceased, had three children, namely Charles Bates Gompertz, who is now deceased, Joann G. Martin (now living) and Margaret Gompertz-Huntington (also now living).

7. Charles Bates Gompertz left four children; his children Margaret Gompertz, Ross Gompertz and John Gompertz are now living. His fourth child, Pam G. Schmitz, is deceased, leaving two children, Leslie Schmitz and Mary Charlotte Schmitz, both of whom are now living.

8. There are therefore now seven living descendants of John L. Gompertz, and notice of the hearing has been set to them as well.

9. I am informed and believe that the assets of John L. Gompertz passed at his death to his three children; that the interest of his deceased son Charles Bates Gompertz passed to his four children; and that the interest of his deceased daughter Pam G. Schmitz passed to her two children. The petition is not intended to ask for the court's findings of those inheritances; they are identified only so that notice can be given to them as heirs of Charles W. Gompertz.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

This Declaration is executed by me at San Francisco, California, on this 30th day of October, 2024.

FRIEDMAN MCCUBBIN LAW GROUP LLP

Thomas B. Worth,
Attorneys for Petitioner 17th and Peralta, LLC

ATTORNEY OR PARTY WITHOUT ATTORNEY STATE BAR NUMBER: 73232
NAME: THOMAS B. WORTH, ESQ.
FIRM NAME: Friedman McCubbin Law Group LLP
STREET ADDRESS: 425 California St., 25th Fl.
CITY: San Francisco STATE: CA ZIP CODE: 94104
TELEPHONE NO.: (415)434-2226 FAX NO.:
EMAIL ADDRESS: tom@fomlaw.com
ATTORNEY FOR (*name*): 17th and Peralta, LLC (Petitioner)

FOR COURT USE ONLY

ELECTRONICALLY FILED
Superior Court of California,
County of Alameda
10/30/2024 at 01:54:18 PM
By: Senaah Adams,
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA
STREET ADDRESS: 661 Washington Street
MAILING ADDRESS:
CITY AND ZIP CODE: Oakland, CA 94607
BRANCH NAME: Wiley W. Manuel Courthouse

[X] ESTATE OF (*name*): [ ] IN THE MATTER OF (*name*):
Charles W. Gompertz aka Charles William Gompertz and C. W. Gompertz
[X] DECEDENT [ ] TRUST [ ] CONSERVATEE [ ] MINOR

NOTICE OF HEARING ON PETITION TO DETERMINE CLAIM TO PROPERTY

CASE NUMBER: 24PR094104

A petition has been filed asking the court to determine a claim to the property identified in 3, and a hearing on the petition has been set. Please refer to the petition for more information.

If you have a claim to the property described in 3, you may attend the hearing and object or respond to the petition. If you do not want to attend the hearing, you may also file a written response before the hearing.

If you do not respond to the petition or attend the hearing, the court may make orders affecting ownership of the property without your input.

1. NOTICE is given that (*name*): 17TH AND PERALTA, LLC
(*fiduciary or representative capacity, if any*):
has filed a petition entitled (*state complete title*): Petition by Interested Party to Establish Estate's Claim of Ownership to Property under Probate Code section 850 asking for a court order determining a claim or claims to the property described in 3.

2. A HEARING on the petition will be held as follows:

Hearing Date		Name and address of court if different from above:
→ Date: Nov 25, 2024	Time: 3:00 p.m.	
Dept.: 103	Room:	

3. The property that is the subject of the petition is (*describe each item of real or personal property; for real property—i.e., land or buildings—give the street address or, if none, describe the property's location and give the assessor's parcel number*):
Real property located in the City and County of San Francisco known as Mission Block 139, Assessor's Parcel Number 3639-036A.

[ ] Continued on Attachment 3.

Check 4 only if the petition seeks the additional relief described.

4. [ ] In addition to seeking to recover the property described in 3, the petition also alleges and seeks relief for bad faith conduct, undue influence in bad faith, or elder or dependent adult financial abuse. The petition describes these allegations in detail. Based on the allegations, the petition seeks to recover twice the value of the property described in 3
[ ] and requests that the court award attorney's fees and costs to the petitioner. (Prob. Code, § 859.)

Requests for Accommodations
Assistive listening systems, computer-assisted real-time captioning, or sign language interpreter services are available if you ask at least five days before the hearing. Contact the clerk's office or go to *www.courts.ca.gov/forms* for *Request for Accommodations by Persons With Disabilities and Response* (form MC-410). (Civ. Code, § 54.8.)

Form Adopted for Mandatory Use
Judicial Council of California
DE-115/GC-015 [New January 1, 2020]

Probate Code, §§ 851, 1215, 1220, 1460, 17203
www.courts.ca.gov

[X] ESTATE OF *(name)*: [ ] IN THE MATTER OF *(name)*: Charles W. Gompertz aka Charles William Gompertz and C. W. Gompertz [X] DECEDENT [ ] TRUST [ ] CONSERVATEE [ ] MINOR	CASE NUMBER: 24PR094104

PROOF OF SERVICE BY MAIL*

1. I am over the age of 18 and not a party to this cause. I am a resident of or employed in the county where the mailing occurred.

2. My residence or business address is *(specify):*
   425 California Street, 25th Fl.
   San Francisco, CA 94104

3. I served the foregoing *Notice of Hearing on Petition to Determine Claim to Property* on each person named below by enclosing a copy in an envelope addressed as shown below AND
   a. [ ] **depositing** the sealed envelope on the date and at the place shown in item 4 with the U.S. Postal Service with the postage fully prepaid.
   b. [X] **placing** the envelope for collection and mailing on the date and at the place shown in item 4 following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the U.S. Postal Service in a sealed envelope with postage fully prepaid.

4. a. Date mailed: October 30, 2024
   b. Place mailed *(city, state):* San Francisco, CA

5. [X] I served with the *Notice of Hearing on Petition to Determine Claim to Property* a copy of the petition referred to in the Notice.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: October 30, 2024

Christine Mustin
(TYPE OR PRINT NAME)

▶ Christine Mustin
(SIGNATURE)

NAME AND ADDRESS OF EACH PERSON TO WHOM NOTICE WAS MAILED

	Name	Address *(street & number, city, state, zip code)*
1.	SEE ATTACHED SERVICE LIST	
2.		
3.		
4.		
5.		
6.		

[ ] Continued on an attachment. *(You may use* Attachment to Notice of Hearing Proof of Service by Mail, *form DE-120(MA)/GC-020(MA), for this purpose.)*

* Do **not** use this form to prove personal or electronic service. You may use form DE-120(P) or GC-020(P) to prove personal service.

SERVICE LIST

Leslie Ellen Adams 1288 Pine Creek Way, Apt. C Concord, CA 94520 Paul Taggard Adams 5108 Turnsberry Court Elk Grove, CA 95758 Lauren Watson Cesare 1521 Cherry Valley Drive San Jose, CA 95125 Linda Watson 25743 Flanders Place Carmel, CA 93923-8303 Lisa C. Watson 25743 Flanders Place Carmel, CA 93923-8303 Douglas C. Watson 333 Gladys Drive Pleasant Hill, CA 94523 David G. Watson 14 Cardiff Place Alamo, CA 94507 Elizabeth "Liz" Huntington 324 San Francisco Boulevard San Anselmo, CA 94960	Ross Gompertz P.O. Box 713 Nicasio, CA 94946 Margaret Gompertz 930 George Street, #14 Novato, CA 94945 John Gompertz 543 Tarragon Drive San Rafael, CA 94903 Joanne Gompertz Martin 913 So. Eliseo Drive Greenbrae, CA 94904 Leslie Schmitz 163 Moffitt Street San Franisco, CA 94131 Mary Charlotte Schmitz 119 28th Street San Francisco, CA 94131

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp FILED Superior Court of California County of Alameda 11/20/2024 Chad Finke, Executive Officer / Clerk of the Court By: _____ Deputy A. Rios
COURTHOUSE ADDRESS: Wiley W. Manuel Courthouse 661 Washington Street, Oakland, CA 94607	
PLAINTIFF: 17th and Peralta	
DEFENDANT:	
NOTICE OF CASE RESCHEDULING OR RELOCATION	CASE NUMBER: 24PR094104

TO THE PARTIES:

You are hereby notified that the above-entitled matter, previously set for

Initial Petition for Trust Petition to Confirm Trust Assets as follows:

Wiley W. Manuel Courthouse on 11/25/2024 at 3:00 PM in Department 103

has been rescheduled, or relocated, as follows:

Wiley W. Manuel Courthouse on 02/26/2025 at 3:00 PM in Department 103

Chad Finke, Executive Officer / Clerk of the Court

Dated: 11/20/2024

By A. Rios

Deputy Clerk

NOTICE OF CASE RESCHEDULING OR RELOCATION

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp **FILED** Superior Court of California County of Alameda 11/20/2024 Chad Finke, Executive Officer / Clerk of the Court By: _____ Deputy A. Rios
COURTHOUSE ADDRESS: Wiley W. Manuel Courthouse 661 Washington Street, Oakland, CA 94607	
PLAINTIFF/PETITIONER: 17th and Peralta	
DEFENDANT/RESPONDENT:	
CERTIFICATE OF MAILING	CASE NUMBER: 24PR094104

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the attached document upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Oakland, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

Thomas B. Worth
Friedman McCubbin Law Group LLP
425 California Street 25th Floor
San Francisco, CA 94104

Chad Finke, Executive Officer / Clerk of the Court

Dated: 11/20/2024

By:

A. Rios, Deputy Clerk

CERTIFICATE OF MAILING

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp FILED Superior Court of California County of Alameda 01/17/2025 Chad Finke, Executive Officer / Clerk of the Court By: _____ Deputy A. Rios
COURTHOUSE ADDRESS: Wiley W. Manuel Courthouse 661 Washington Street, Oakland, CA 94607	
PLAINTIFF: 17th and Peralta	
DEFENDANT:	
NOTICE OF CASE RESCHEDULING OR RELOCATION	CASE NUMBER: 24PR094104

TO THE PARTIES:

You are hereby notified that the above-entitled matter, previously set for

Initial Petition for Trust Petition to Confirm Trust Assets as follows:

Wiley W. Manuel Courthouse on 02/26/2025 at 3:00 PM in Department 103

has been rescheduled, or relocated, as follows:

Wiley W. Manuel Courthouse on 04/15/2025 at 3:00 PM in Department 103

Chad Finke, Executive Officer / Clerk of the Court

Dated: 01/17/2025

By A. Rios

Deputy Clerk

NOTICE OF CASE RESCHEDULING OR RELOCATION

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp **FILED** Superior Court of California County of Alameda 01/17/2025 Chad Finke, Executive Officer / Clerk of the Court By: _____ Deputy A. Rios
COURTHOUSE ADDRESS: Wiley W. Manuel Courthouse 661 Washington Street, Oakland, CA 94607	
PLAINTIFF/PETITIONER: 17th and Peralta	
DEFENDANT/RESPONDENT:	
CERTIFICATE OF MAILING	CASE NUMBER: 24PR094104

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the attached document upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Oakland, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

Thomas B. Worth
Friedman McCubbin Law Group LLP
425 California Street 25th Floor
San Francisco, CA 94104

Chad Finke, Executive Officer / Clerk of the Court

Dated: 01/17/2025

By:

A. Rios, Deputy Clerk

CERTIFICATE OF MAILING

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp **FILED** Superior Court of California County of Alameda 01/17/2025 Chad Finke, Executive Officer / Clerk of the Court By: _____ Deputy A. Rios
COURTHOUSE ADDRESS: Wiley W. Manuel Courthouse 661 Washington Street, Oakland, CA 94607	
PLAINTIFF/PETITIONER: 17th and Peralta	
DEFENDANT/RESPONDENT:	
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6	CASE NUMBER: 24PR094104

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Notice of Case Rescheduling or Relocation entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

Thomas B. Worth
Friedman McCubbin Law Group LLP
tom@fomlaw.com

Chad Finke, Executive Officer / Clerk of the Court

Dated: 01/17/2025

By:

A. Rios, Deputy Clerk

THOMAS B. WORTH, SBN 73232
FRIEDMAN McCUBBIN LAW GROUP LLP
425 California Street, 25th Floor
San Francisco, CA 94104
Telephone: (415) 434-2226
Tom@fomlaw.com

Attorneys for 17th and Peralta, LLC

ELECTRONICALLY FILED
Superior Court of California,
County of Alameda
01/31/2025 at 01:20:51 PM
By: Xian-xii Bowie,
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

In the Matter of the Estate of: CHARLES W. GOMPERTZ, Also known as CHARLES WILLIAM GOMPERTZ, and C.W. GOMPERTZ Deceased.	) Case No.: 24PR094104))) EX PARTE REQUEST TO CONTINUE) HEARING DATE)) Hearing Date: April 15, 2025) Department: 103) Time: 3:00 p.m.))))

The undersigned respectfully alleges:

1. I am the attorney for Petitioner 17th and Peralta, LLC ("Petitioner").

2. On October 4, 2024 I filed a Petition by Interested Party to Establish Estate's Claim of Ownership to Property and for Order Directing Its Transfer to Estate, for Order Distributing Property to Testamentary Trust, and for Order Distributing Property From Such Trust ("the Petition") on behalf of Petitioner. The originally scheduled hearing date for the Petition was November 25, 2024.

3. On November 20, 2024, the Court filed a Notice of Case Rescheduling or Relocation, providing notification that the hearing had been rescheduled from November 25, 2024 to February 26, 2025.

4. On January 17, 2025, the Court filed a Notice of Case Rescheduling or

Relocation, providing notification that the hearing had been rescheduled from February 26, 2025 to April 15, 2025.

5. I will be out of the country on April 15, 2025 and therefore request that the hearing be rescheduled to the earliest available date after April 21, 2025.

I declare under Penalty of Perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 31st day of January, 2025 at San Francisco, California.

FRIEDMAN McCUBBIN LAW GROUP, LLP

THOMAS B. WORTH, ESQ. Attorneys for Petitioner, 17th and Peralta, LLC

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp FILED Superior Court of California County of Alameda 01/31/2025 Chad Finke, Executive Officer / Clerk of the Court By: _____ Deputy A. Rios
COURTHOUSE ADDRESS: Wiley W. Manuel Courthouse 661 Washington Street, Oakland, CA 94607	
PLAINTIFF: 17th and Peralta	
DEFENDANT:	
NOTICE OF CASE RESCHEDULING OR RELOCATION	CASE NUMBER: 24PR094104

TO THE PARTIES:

You are hereby notified that the above-entitled matter, previously set for

Initial Petition for Trust Petition to Confirm Trust Assets as follows:

Wiley W. Manuel Courthouse on 04/15/2025 at 3:00 PM in Department 103

has been rescheduled, or relocated, as follows:

Wiley W. Manuel Courthouse on 06/10/2025 at 3:00 PM in Department 103

Ex Parte Granted: This matter has been continued to the Courts next available date.

Chad Finke, Executive Officer / Clerk of the Court

Dated: 01/31/2025

By A. Rios

Deputy Clerk

NOTICE OF CASE RESCHEDULING OR RELOCATION

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp **FILED** Superior Court of California County of Alameda 01/31/2025 Chad Finke, Executive Officer / Clerk of the Court By: _____ Deputy A. Rios
COURTHOUSE ADDRESS: Wiley W. Manuel Courthouse 661 Washington Street, Oakland, CA 94607	
PLAINTIFF/PETITIONER: 17th and Peralta	
DEFENDANT/RESPONDENT:	
CERTIFICATE OF MAILING	CASE NUMBER: 24PR094104

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the attached document upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Oakland, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

Thomas B. Worth
Friedman McCubbin Law Group LLP
425 California Street 25th Floor
San Francisco, CA 94104

Chad Finke, Executive Officer / Clerk of the Court

Dated: 01/31/2025

By:

A. Rios, Deputy Clerk

CERTIFICATE OF MAILING

[ ] Ex Parte	Date: 05/09/2025 By: CC
Case Number:	24PR094104
Case Title:	IN RE: CHARLES W. GOMPERTZ
Petition:	PETITION BY INTERESTED PARTY TO ESTABLISH ESTATE'S CLAIM OF OWNERSHIP TO PROPERTY AND FOR ORDER DIRECTING ITS
Date Filed:	10/04/2024
Petitioner:	17th and Peralta, LLC
Attorney for Petitioner:	Thomas B. Worth
Hearing:	06/10/2025 3:00 PM

STANDING OF PETITIONER(S) (17200):
Petitioner, 17th and Peralta, LLC, is alleged to be an interested party.

PROPER VENUE (17005):
COURT REVIEW:
Per item 1, it is alleged that the estate of Charles W. Gompertz was subject to probate proceeding in this Court. (Attached as Exhibit 1 is a copy of the Estate Decree of Distribution issued by this court on 9/22/54, case #123,339). Per item 25, it is also alleged the testamentary trust for Anita T. Gompertz, as set forth in the estate Decree of Distribution, is subject to the jurisdiction of this Court.

NOTICE:
Notice (DE-115) was filed on 10/30/2024; served on 10/30/2024 for hearing on 11/25/24.

ISSUE 1 - Examiner cannot review if all persons entitled to notice were served; Petition omits names and addresses of persons entitled to notice (see related issue noted below).

ISSUE 2 - Ross Gompertz needs to be Noticed at a street address, and not a Post Office Box, or a Declaration provided. See PC 1215(d)

NAMES AND ADDRESSES OF EACH PERSON ENTITLED TO NOTICE LISTED IN THE PETITION (17201):
NO

ISSUE 3 - Names and addresses of each person entitled to notice is omitted from petition.

PETITION REQUESTS FOR THE FOLLOWING ORDERS:
WHEREFORE, petitioner requests the court to determine as follows:

1. That the decedent was the true owner of the Property and to order that the Property be considered an asset of the decedent's estate;
2. That the Property was distributed from decedent's estate, pursuant to the Estate Decree

of Distribution, to the trust under Article Seventh of decedent's Will for benefit of Anita T. Gompertz as an asset of such trust;
3. That the Property, as an asset of such Trust, was distributed pursuant to the Trust Decree of Distribution in equal shares to the two residuary beneficiaries of such trust, namely John L. Gompertz, and Ruth Gompertz Watson; and
4, For such other orders as the court may find appropriate.

SUMMARY OF SUPPORTING FACTS:
For Court Review.

PROBATE CODE 16061.7 NOTICE:
Not addressed; appears not applicable.

BANK STATEMENTS OR DEEDS:
Deeds and other documents regarding title history are attached.

ADDITIONAL NOTES:

ORDER:
Proposed Order submitted on 11/05/2024 appears proper.

SUPERIOR COURT OF CALIFORNIA

COUNTY OF ALAMEDA

BEFORE THE HONORABLE SANDRA BEAN, JUDGE PRESIDING

DEPARTMENT NUMBER 103

---oOo---

IN RE:)
)Case No. 24PR094104
CHARLES W. GUMPERTZ)
)
)

CERTIFIED TRANSCRIPT

REPORTER'S TRANSCRIPT OF PROCEEDINGS

Wiley W. Manuel Courthouse

Oakland, California

TUESDAY, JUNE 10, 2025

A P P E A R A N C E S

For the Petitioner: THOMAS B. WORTH
Attorney at Law

Reported by: Catherine C. Luy, CSR #14040

TUESDAY, JUNE 10, 2025 3:33 p.m.

P R O C E E D I N G S

---oOo---

THE COURT: Calling the matter of the Charles W. Gumpertz matter. This is petition by interested party to establish a estate's claim of ownership to property and for order directing its -- something.

Counsel, you want to state your appearance?

MR. WORTH: Thomas Worth attorney for 17th and Peralta, petitioner.

THE COURT: So we do have some procedural issues. Did you see these?

MR. WORTH: I did, Your Honor, and I wanted to respond, if I could?

THE COURT: So that needs to be a declaration under penalty of perjury in regard to these issues, and notice is huge, as you know, because that's where we get our jurisdiction.

MR. WORTH: So, Your Honor, we did give notice to all of the beneficiaries, and there's a proof of notice on file.

THE COURT: Okay. Let me look.

MR. WORTH: Examiner was also concerned that the names of the various parties to the trust were not in the petition, but we did file a supplement that had all of those names in it. So there's a petition and a supplement that does have all the names.

THE COURT: Okay. Let me look at that. The names and

the addresses?

MR. WORTH: The addresses are in the proof of service.

THE COURT: So the point is that we have to have a document under penalty of perjury, so you have a verified petition that says who are the people that need to get notice and their addresses, and so then that's verified under penalty of perjury. It's a double-check to make sure that we have everybody noticed because of the in rem jurisdiction that we have. So that's important, not just to tell us who they are, but also the names and addresses.

MR. WORTH: Okay, Your Honor.

THE COURT: It's a technical issue that probate follows.

MR. WORTH: So we would take the names and addresses that are in the proof of service and put those into a separate declaration that would be filed with the court?

THE COURT: Right, and then you had somebody that didn't have a street address?

MR. WORTH: That's right. There was one person who uses a post office box.

THE COURT: We have to have a physical address.

MR. WORTH: So, Your Honor, the examiner cited probate code section 1215(d). I could not find that section in the code.

THE COURT: Let's see what they were talking about. It's true that we need a physical address, and if it's a situation where it's a rural area and they only have a post office box and the mail doesn't get delivered, then you can do a declaration, but typically that is something that we require.

MR. WORTH: Okay. Your Honor, I didn't find that in the statute. Is that in the local rules then?

THE COURT: No, it's not local rules. Let me just see.

MR. WORTH: The beneficiary does live in Nicasio, which I believe is rural, but I don't have a declaration to that effect.

THE COURT: You're right. They've cited the wrong code section because there is not a (d).

MR. WORTH: That's correct. The 1215 is, of course, the notice section, but I didn't find anything that talked about the need for a street address.

THE COURT: Right. So if you look at 1215(a)(3), the notice or other papers shall be addressed to the person at the person's place of business or place of residence, and it's been the practice of this probate court to always require an address, not a post office box. And there are circumstances that people will do declarations that the person absolutely doesn't have a physical address and we can accept that, but because of the nature of these types of hearings, the notice is absolutely critical. So then the examiner can't review and file a person entitled to notice who are served. The petitioner omits names and addresses. And then you did supplement with the names, but not addresses. So we double check it.

MR. WORTH: Your Honor, do you feel we need to give notice again, since they've already received notice?

THE COURT: I think you need to deal with the post office box, and I think you need to do a declaration under penalty of perjury, not just the proof of service, that those are the people entitled to notice and that this is where they live.

MR. WORTH: Very good, Your Honor. I can try to find out whether this gentleman, Ross Gumpertz, has a street address.

THE COURT: And you can do that declaration, if you need to.

MR. WORTH: Okay. Thank you, Your Honor.

THE COURT: Madam Clerk, can we get a continuance?

THE COURTROOM CLERK: August 4th, at 3:30.

THE COURT: How about August the 4th at 3:30?

MR. WORTH: Let me take a look, Your Honor.

Okay. That would be fine. That's a Monday?

THE COURT: It is.

MR. WORTH: Okay.

THE COURT: Thank you.

MR. WORTH: Your Honor, I understand we do not need to notice the people again. We're simply filing the declaration with the names and addresses and then dealing with the post office box?

THE COURT: Well, assuming that the post office box is the only address; otherwise, you need to re-notice. In every probate petition -- I don't know if you normally practice probate. In every probate petition, we require that all the heirs be listed in the petition's body with the address under penalty of perjury.

MR. WORTH: Okay, Your Honor.

THE COURT: Okay. Thank you.

MR. WORTH: Thanks.

(Whereupon, proceedings concluded at 3:41 P.M.)

---oOo---

STATE OF CALIFORNIA)
) ss
COUNTY OF ALAMEDA)

I, CATHERINE C. LUY, Certified Shorthand Reporter do hereby certify:

That I am an official court reporter of the Superior Court of the State of California, and that as such I reported the proceedings had in the above-entitled matter at the time and place set forth herein;

That my stenograph notes were thereafter transcribed into typewriting under my direction, and that the foregoing pages constitute a full, true, and correct transcription of my said notes.

DATED: 24TH day of October, 2025

Catherine C. Luy

CATHERINE C. LUY, CSR No. 14040

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SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

Wiley W. Manuel Courthouse, Department 103

JUDICIAL OFFICER: HONORABLE SANDRA BEAN

Courtroom Clerk: Valentina Garcia CSR: Kate Luy CSR# 14040

24PR094104 June 10, 2025
3:00 PM

IN RE: CHARLES W. GOMPERTZ

MINUTES

APPEARANCES:

Petitioner 17th and Peralta represented by Thomas B. Worth.

NATURE OF PROCEEDINGS: Initial Petition for Trust Petition to Confirm Trust Assets filed by 17th and Peralta (Petitioner) on

The matter has come on calendar for Initial Petition for Trust Petition to Confirm Trust Assets set for 3:00 PM in Dept. 103 at the Wiley W. Manuel Courthouse, the Honorable Sandra Bean presiding.

Matter is continued for petitioner to cure procedural issues.

The Initial Petition for Trust Petition to Confirm Trust Assets scheduled for 06/10/2025 is continued to 08/04/2025 at 03:30 PM in Department 103 at Wiley W. Manuel Courthouse .

By: V. Garcia, Deputy Clerk
Minutes of: 06/10/2025
Entered on: 06/10/2025

[ ] Ex Parte	Date: 06/11/2025 By: CC
Case Number:	24PR094104
Case Title:	IN RE: CHARLES W. GOMPERTZ
Petition:	PETITION BY INTERESTED PARTY TO ESTABLISH ESTATE'S CLAIM OF OWNERSHIP TO PROPERTY AND FOR ORDER DIRECTING ITS
Date Filed:	10/04/2024
Petitioner:	17th and Peralta, LLC
Attorney for Petitioner:	Thomas B. Worth
Hearing:	08/04/2025 3:30 PM

STANDING OF PETITIONER(S) (17200):
Petitioner, 17th and Peralta, LLC, is alleged to be an interested party.

PROPER VENUE (17005):
COURT REVIEW:
Per item 1, it is alleged that the estate of Charles W. Gompertz was subject to probate proceeding in this Court. (Attached as Exhibit 1 is a copy of the Estate Decree of Distribution issued by this court on 9/22/54, case #123,339). Per item 25, it is also alleged the testamentary trust for Anita T. Gompertz, as set forth in the estate Decree of Distribution, is subject to the jurisdiction of this Court.

NOTICE:
Notice (DE-115) was filed on 10/30/2024; served on 10/30/2024 for hearing on 11/25/24.

ISSUE 1 - Examiner cannot review if all persons entitled to notice were served; Petition omits names and addresses of persons entitled to notice (see related issue noted below).

ISSUE 2 - Ross Gompertz needs to be Noticed at a street address, and not a Post Office Box, or a Declaration provided. See PC 1215(a)(3)

NAMES AND ADDRESSES OF EACH PERSON ENTITLED TO NOTICE LISTED IN THE PETITION (17201):
NO

ISSUE 3 - Names and addresses of each person entitled to notice is omitted from petition.

.
PETITION REQUESTS FOR THE FOLLOWING ORDERS:
WHEREFORE, petitioner requests the court to determine as follows:

1. That the decedent was the true owner of the Property and to order that the Property be considered an asset of the decedent's estate;
2. That the Property was distributed from decedent's estate, pursuant to the Estate Decree

of Distribution, to the trust under Article Seventh of decedent's Will for benefit of Anita T. Gompertz as an asset of such trust;
3. That the Property, as an asset of such Trust, was distributed pursuant to the Trust Decree of Distribution in equal shares to the two residuary beneficiaries of such trust, namely John L. Gompertz, and Ruth Gompertz Watson; and
4, For such other orders as the court may find appropriate.

SUMMARY OF SUPPORTING FACTS:
For Court Review.

PROBATE CODE 16061.7 NOTICE:
Not addressed; appears not applicable.

BANK STATEMENTS OR DEEDS:
Deeds and other documents regarding title history are attached.

ADDITIONAL NOTES:

ORDER:
Proposed Order submitted on 11/05/2024 appears proper.

ELECTRONICALLY FILED
Superior Court of California,
County of Alameda
07/03/2025 at 09:45:51 AM
By: Adeline Brophy,
Deputy Clerk

Thomas B. Worth (State Bar No. 73232)
FRIEDMAN McCUBBIN LAW GROUP LLP
425 California Street, 25th Floor
San Francisco, California 94104
Telephone: (415) 434-2226
tom@fomlaw.com

Attorneys for Petitioner
17th and Peralta, LLC

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

In the Matter of the Estate of CHARLES W. GOMPERTZ, also known as CHARLES WILLIAM GOMPERTZ and C.W. GOMPERTZ, Deceased.	Case No. 24PR094104 SUPPLEMENT TO PETITION BY INTERESTED PARTY Date: August 4, 2025 Time: 2:30 pm Dept: 103

The undersigned THOMAS B. WORTH declares as follows:

1. I am the attorney for 17th and Peralta, LLC, the petitioner in the above matter.

2. I am filing this Supplement to provide information concerning potential beneficiaries of the Estate of Charles W. Gompertz.

3. As explained in the petition, the assets of the estate of Charles W. Gompertz were distributed to a trust for the benefit of his surviving wife, Anita T. Gompertz. At her later death, the assets of that trust were distributed to their two children, Ruth Gompertz Watson and John L. Gompertz, both of whom are now deceased.

4. As set forth in a Supplement filed in this matter on October 30, 2024, there are now fourteen living descendants of Ruth Gompertz Watson and John L. Gompertz.

5. Notice has been sent to all fourteen beneficiaries, whose names and addresses are listed below, of the continued hearing on August 4, 2025, as confirmed in the Notice of Hearing and Proof of Service by Mail which is filed at the same time as this Supplement.

6. Notice to Ross Gompertz has now been sent to his street address, as required by the court.

7. The names and addresses of such beneficiaries are as follows:

Leslie Ellen Adams 1288 Pine Creek Way, Apt. C Concord, CA 94520	Margaret Gompertz-Huntington 324 San Francisco Boulevard San Anselmo, CA 94960
Paul Taggard Adams 5108 Turnsberry Court Elk Grove, CA 95758	Ross Gompertz 6050 Lucas Valley Road Nicasio, CA 94946
Lauren Watson Cesare 1521 Cherry Valley Drive San Jose, CA 95125	Margaret Gompertz 930 George Street, #14 Novato, CA 94945
Linda Watson 25743 Flanders Place Carmel, CA 93923-8303	John Gompertz 543 Tarragon Drive San Rafael, CA 94903
Lisa C. Watson 25743 Flanders Place Carmel, CA 93923-8303	Joanne Gompertz Martin 913 So. Eliseo Drive Greenbrae, CA 94904
Douglas C. Watson 333 Gladys Drive Pleasant Hill, CA 94523	Leslie Schmitz 163 Moffitt Street San Franisco, CA 94131
David G. Watson 14 Cardiff Place Alamo, CA 94507	Mary Charlotte Schmitz 119 28th Street San Francisco, CA 94131

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

This Declaration is executed by me at San Francisco, California, on this 1st day of July, 2025.

FRIEDMAN MCCUBBIN LAW GROUP LLP

Thomas B. Worth,
Attorneys for Petitioner 17th and Peralta, LLC

40043591.DOCX

ATTORNEY OR PARTY WITHOUT ATTORNEY STATE BAR NUMBER: 73232
NAME: THOMAS B. WORTH, ESQ.
FIRM NAME: Friedman McCubbin Law Group LLP
STREET ADDRESS: 425 California Street, 25th Floor
CITY: San Francisco STATE: CA ZIP CODE: 94104
TELEPHONE NO.: (415) 434-2226 FAX NO.: (415) 242-8687
EMAIL ADDRESS: tom@fomlaw.com
ATTORNEY FOR (name): 17th and Peralta, LLC (Petitioner)

FOR COURT USE ONLY

ELECTRONICALLY FILED
Superior Court of California,
County of Alameda
07/03/2025 at 10:19:10 AM
By: Senaah Adams,
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA
STREET ADDRESS: 661 Washington Street
MAILING ADDRESS: 661 Washington Street
CITY AND ZIP CODE: Oakland, CA 94607
BRANCH NAME: Wiley W. Manuel Courthouse

[X] ESTATE OF *(name)*: [ ] IN THE MATTER OF *(name)*:
Charles W. Gompertz aka Charles William Gompertz and C. W. Gompertz,
[X] DECEDENT [ ] TRUST [ ] CONSERVATEE [ ] MINOR

CASE NUMBER: 24PRO94104

NOTICE OF HEARING ON PETITION TO DETERMINE CLAIM TO PROPERTY

A petition has been filed asking the court to determine a claim to the property identified in 3, and a hearing on the petition has been set. Please refer to the petition for more information.

If you have a claim to the property described in 3, you may attend the hearing and object or respond to the petition. If you do not want to attend the hearing, you may also file a written response before the hearing.

If you do not respond to the petition or attend the hearing, the court may make orders affecting ownership of the property without your input.

1. NOTICE is given that *(name)*: 17TH AND PERALTA, LLC
(fiduciary or representative capacity, if any):
has filed a petition entitled *(state complete title)*:
under Probate Code section 850 asking for a court order determining a claim or claims to the property described in 3.

2. A HEARING on the petition will be held as follows:

Hearing Date → Date: August 4, 2025 Time: 2:30 p.m.
Dept.: 103 Room:
Name and address of court if different from above:

3. The property that is the subject of the petition is *(describe each item of real or personal property; for real property—i.e., land or buildings—give the street address or, if none, describe the property's location and give the assessor's parcel number)*:

[ ] Continued on Attachment 3.

Check 4 only if the petition seeks the additional relief described.

4. [ ] In addition to seeking to recover the property described in 3, the petition also alleges and seeks relief for bad faith conduct, undue influence in bad faith, or elder or dependent adult financial abuse. The petition describes these allegations in detail. Based on the allegations, the petition seeks to recover twice the value of the property described in 3
[ ] and requests that the court award attorney's fees and costs to the petitioner. (Prob. Code, § 859.)

Requests for Accommodations
Assistive listening systems, computer-assisted real-time captioning, or sign language interpreter services are available if you ask at least five days before the hearing. Contact the clerk's office or go to *www.courts.ca.gov/forms* for *Request for Accommodations by Persons With Disabilities and Response* (form MC-410). (Civ. Code, § 54.8.)

[X] ESTATE OF [ ] IN THE MATTER OF *(name):*	CASE NUMBER:
Charles W. Gompertz aka Charles William Gompertz and C. W. Gompertz, [X] DECEDENT [ ] TRUST [ ] CONSERVATEE [ ] MINOR	24PRO94104

PROOF OF SERVICE BY MAIL*

1. I am over the age of 18 and not a party to this cause. I am a resident of or employed in the county where the mailing occurred.

2. My residence or business address is *(specify):*
   425 California Street, 25th Fl.
   San Francisco, CA 94104

3. I served the foregoing *Notice of Hearing on Petition to Determine Claim to Property* on each person named below by enclosing a copy in an envelope addressed as shown below AND
   a. [ ] **depositing** the sealed envelope on the date and at the place shown in item 4 with the U.S. Postal Service with the postage fully prepaid.
   b. [X] **placing** the envelope for collection and mailing on the date and at the place shown in item 4 following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the U.S. Postal Service in a sealed envelope with postage fully prepaid.

4. a. Date mailed: July 1, 2025
   b. Place mailed *(city, state):* San Francisco, CA

5. [ ] I served with the *Notice of Hearing on Petition to Determine Claim to Property* a copy of the petition referred to in the Notice.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: July 3, 2025

Christine Mustin
(TYPE OR PRINT NAME)

Christine Mustin
(SIGNATURE)

NAME AND ADDRESS OF EACH PERSON TO WHOM NOTICE WAS MAILED

	Name	Address *(street & number, city, state, zip code)*
1.	SEE ATTACHED SERVICE LIST	
2.		
3.		
4.		
5.		
6.		

[ ] Continued on an attachment. *(You may use* Attachment to Notice of Hearing Proof of Service by Mail, *form DE-120(MA)/GC-020(MA), for this purpose.)*

* Do **not** use this form to prove personal or electronic service. You may use form DE-120(P) or GC-020(P) to prove personal service.

17th and PERALTA, LLC

SERVICE LIST

Leslie Ellen Adams
1288 Pine Creek Way, Apt. C
Concord, CA 94520

Paul Taggard Adams
5108 Turnsberry Court
Elk Grove, CA 95758

Lauren Watson Cesare
1521 Cherry Valley Drive
San Jose, CA 95125

Linda Watson
25743 Flanders Place
Carmel, CA 93923-8303

Lisa C. Watson
25743 Flanders Place
Carmel, CA 93923-8303

Douglas C. Watson
333 Gladys Drive
Pleasant Hill, CA 94523

David G. Watson
14 Cardiff Place
Alamo, CA 94507

Margaret Gompertz-Huntington
324 San Francisco Boulevard
San Anselmo, CA 94960

Ross Gompertz
6050 Lucas Valley Road
Nicasio, CA 94946

Margaret Gompertz
930 George Street, #14
Novato, CA 94945

John Gompertz
543 Tarragon Drive
San Rafael, CA 94903

Joanne Gompertz Martin
913 So. Eliseo Drive
Greenbrae, CA 94904

Leslie Schmitz
163 Moffitt Street
San Franisco, CA 94131

Mary Charlotte Schmitz
119 28th Street
San Francisco, CA 94131

[ ] Ex Parte	Date: 07/30/2025 By: CC
Case Number:	24PR094104
Case Title:	IN RE: CHARLES W. GOMPERTZ
Petition:	PETITION BY INTERESTED PARTY TO ESTABLISH ESTATE'S CLAIM OF OWNERSHIP TO PROPERTY AND FOR ORDER DIRECTING ITS
Date Filed:	10/04/2024
Petitioner:	17th and Peralta, LLC
Attorney for Petitioner:	Thomas B. Worth
Hearing:	08/04/2025 3:30 PM

STANDING OF PETITIONER(S) (17200):
Petitioner, 17th and Peralta, LLC, is alleged to be an interested party.

PROPER VENUE (17005):
COURT REVIEW:
Per item 1, it is alleged that the estate of Charles W. Gompertz was subject to probate proceeding in this Court. (Attached as Exhibit 1 is a copy of the Estate Decree of Distribution issued by this court on 9/22/54, case #123,339). Per item 25, it is also alleged the testamentary trust for Anita T. Gompertz, as set forth in the estate Decree of Distribution, is subject to the jurisdiction of this Court.

NOTICE:
Notice (DE-115) was filed on 7/3/25; served on 7/1/2025 for hearing on 8/04/25.

ISSUE 1 - Notice filed on 7/3/25 sets forth incorrect time of the hearing.

NAMES AND ADDRESSES OF EACH PERSON ENTITLED TO NOTICE LISTED IN THE PETITION (17201):
YES. Names and addresses of each person entitled to notice is listed in Supplement to Petition filed on 7/3/25.

.
PETITION REQUESTS FOR THE FOLLOWING ORDERS:
WHEREFORE, petitioner requests the court to determine as follows:

1. That the decedent was the true owner of the Property and to order that the Property be considered an asset of the decedent's estate;
2. That the Property was distributed from decedent's estate, pursuant to the Estate Decree of Distribution, to the trust under Article Seventh of decedent's Will for benefit of Anita T. Gompertz as an asset of such trust;
3. That the Property, as an asset of such Trust, was distributed pursuant to the Trust Decree of Distribution in equal shares to the two residuary beneficiaries of such trust, namely John L. Gompertz, and Ruth Gompertz Watson; and

4, For such other orders as the court may find appropriate.

SUMMARY OF SUPPORTING FACTS:
For Court Review.

PROBATE CODE 16061.7 NOTICE:
Not addressed; appears not applicable.

BANK STATEMENTS OR DEEDS:
Deeds and other documents regarding title history are attached.

ADDITIONAL NOTES:

ORDER:
Proposed Order submitted on 11/05/2024 appears proper.

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

WILEY MANUEL COURTHOUSE

BEFORE THE HONORABLE SANDRA BEAN, JUDGE

DEPARTMENT NO. 103

- - - o O o - - -

IN RE: CASE NO. 24PR094104

CHARLES W. GOMPERTZ,

_____/

REPORTER'S TRANSCRIPT OF PROCEEDINGS
INITIAL PETITION FOR TRUST PETITION TO CONFIRM TRUST ASSETS

MONDAY, AUGUST 4, 2025, P.M. SESSION



(NO APPEARANCES WERE MADE)

- - - o O o - - -

REPORTED BY:
PRISCILLA S. JENNING,
CSR NO. 9416

P R O C E E D I N G S

MONDAY, AUGUST 4, 2025 P.M. SESSION

- - - o O o - - -

THE COURT: We're back on the record in Department 103 of the Alameda County Superior Court. I'll be calling the 3:30 calendar.

Calling the matter of Charles W. Gompertz, G-o-m-p-e-r-t-z. This matter is on for Petition to Confirm Trust Assets.

And is counsel in that matter present?

I'm not hearing any response.

There are no procedural issues in regard to this request. And the Court notes that the notice was for 2:30. However, the Court believes that that was adequate notice.

And under the circumstances, Madam Clerk, can you put that order in my work queue?

THE CLERK: Yes.

Is it the one filed November 5th?

THE COURT: It is, yes.

THE CLERK: Okay. It's there.

THE COURT: Thank you.

Is there anyone present who objects to the Court signing the order establishing Estate's claim of ownership to property in the Charles William Gompertz, G-o-m-p-e-r-t-z, Trust, and the Court would be confirming a real property Parcel 28 in San Francisco, California?

Is there any objection?

All right. I'm not hearing any objection. I'm going to change the date on the pet -- on the order to today's date.

All right. That order is signed, and it will be available on eCourt forthwith.

(At 3:37 p.m. the foregoing proceedings were concluded.)

- - - o O o - - -

STATE OF CALIFORNIA)
) ss.
COUNTY OF ALAMEDA)

I, PRISCILLA S. JENNING, a Certified Shorthand Reporter in and for the State of California, do hereby certify:

That said proceedings were taken before me as a Certified Shorthand Reporter at said time and place, and were taken down in shorthand by me, a Certified Shorthand Reporter of the State of California, and was thereafter transcribed into typewriting, and that the foregoing transcript constitutes a full, true, and correct report of said proceedings which took place.

DATED: October 22, 2025



_ _

P R I S C I L L A S. J E N N I N G
Certified Shorthand Reporter
Certificate No. 9416

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SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

Wiley W. Manuel Courthouse, Department 103

JUDICIAL OFFICER: HONORABLE SANDRA BEAN

Courtroom Clerk: Thaylore Smith CSR: Priscilla Jenning CSR 9416

24PR094104 August 4, 2025
3:30 PM

IN RE: CHARLES W. GOMPERTZ

MINUTES

APPEARANCES:

Petitioner 17th and Peralta represented by Thomas B. Worth.

NATURE OF PROCEEDINGS: Initial Petition for Trust Petition to Confirm Trust Assets filed by 17th and Peralta (Petitioner) on 10/04/2024

The 10/04/2024 Petition to Confirm Trust Assets (PrC 850(a)(3)(b)) (Heggstad) is Granted.

The Court reviews and has signed the ORDER ESTABLISHING ESTATE'S CLAIM OF OWNERSHIP TO PROPERTY, DIRECTING ITS TRANSFER TO ESTATE, DISTRIBUTING PROPERTY TO TESTAMENTARY TRUST, AND DISTRIBUTING PROPERTY FROM SUCH TRUST

The Order is available via the Court's public portal.

By: T. Smith, Deputy Clerk

Minutes of: 08/04/2025
Entered on: 08/04/2025

FILED
Superior Court of California
County of Alameda
08/04/2025
Chad Finke, Executive Officer / Clerk of the Court
By: _____ Deputy
T. Smith

Thomas B. Worth (State Bar No. 73232)
FRIEDMAN McCUBBIN LAW GROUP LLP
425 California Street, 25th Floor
San Francisco, California 94104
Telephone: (415) 434-2226
tom@fomlaw.com

Attorneys for Petitioner
17th and Peralta, LLC

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

In the Matter of the Estate of CHARLES W. GOMPERTZ, also known as CHARLES WILLIAM GOMPERTZ, AND C.W. GOMPERTZ, Deceased.	Case No. ~~123,339~~ 24PR094104 ORDER ESTABLISHING ESTATE'S CLAIM OF OWNERSHIP TO PROPERTY, DIRECTING ITS TRANSFER TO ESTATE, DISTRIBUTING PROPERTY TO TESTAMENTARY TRUST, AND DISTRIBUTING PROPERTY FROM SUCH TRUST Date: ~~November 25, 2024~~ 08/04/2025 Time: 3:00 p.m. Dept: 103

Petitioner, 17th and Peralta, LLC, ("Petitioner") an interested party in the estate, filed a Petition by Interested Party to Establish Estate's Claim of Ownership to Property and for Order Directing Its Transfer to Estate, for Order Distributing Property to Testamentary Trust, and for Order Distributing Property From Such Trust ("Petition") on October 4, 2024. The Petition came on regularly this date for hearing in the above-named Court. On proof being made to the satisfaction of the Court, the Court now makes the following findings.

////

////

Electronically Received 11/05/2024 11:24 AM

1. Decedent Charles W. Gompertz died on April 8, 1953, and his estate was subject to a probate proceeding in this Court. Decedent's Will and codicil were admitted to probate, and John L. Gompertz and Crocker First National Bank of San Francisco were appointed as executors.

2. A Decree of Settlement of First and Final Account and Report of Executors, Order Allocating Statutory Fees of Executors, Allowing Compensation for Extraordinary Services of Executors and Allocating Such Compensation, and of Final Distribution ("Estate Decree of Distribution") was issued by this court on September 22, 1954.

3. Pursuant to the Estate Decree of Distribution, all of the residuary assets of Charles' estate were all distributed to Crocker First National Bank of San Francisco, as trustee of a trust under Article Seventh of the decedent's Will for the benefit of his surviving wife, Anita T. Gompertz ("Trust for Anita"). As described further below, such trust was later distributed following Anita's death in 1956 to the two children of Charles and Anita, namely John L. Gompertz and Ruth Gompertz Watson. At the later deaths of such two beneficiaries, their estates were in turn distributed to their own descendants (as described further below), seven of whom, namely Leslie Ellen Adams, Paul Taggard Adams, Lauren Watson Cesare, Linda Watson, Lisa C. Watson, Douglas C. Watson and David G. Watson (the "Beneficiaries") have now discovered that a parcel of undeveloped real property in San Francisco was erroneously not inventoried as part of the estate and therefore not distributed to such trust upon distribution of the estate.

4. The parcel that is the subject of this petition is now known as Mission Block 139, Assessor's Parcel Number 3639-036A (the "Property" or "Parcel 36A"), which is more particularly described in the Petition and in the Order, below.

5. The Beneficiaries have each entered into a Purchase and Sale Agreement for their interests in the Property with petitioner 17th and Peralta, LLC, so that petitioner is an interested party to the estate, and has an interest in having this court confirm that the Property is indeed an asset of the estate.

6. Pursuant to California Probate Code section 850 (a)(2)(D), the court has the authority, upon petition by an interested party, to confirm title to an asset in which a decedent had a claim.

////

FACTS SHOWING THAT PROPERTY IS PART OF ESTATE

7. The Property is identified as an asset owned by The John Center Company in a Findings of Fact, Conclusions of Law and Decree ("1912 Decree") issued by the Superior Court of California for the City and County of San Francisco dated March 8, 1912, Case No. 19,851.

8. The 1912 Decree was the result of a lawsuit by the Southern Pacific Railroad Company, as plaintiff, to determine its rights to certain real property in San Francisco County, including the Property which is the subject of this petition.

9. The 1912 Decree on page 356 references as "Parcel 28" the following land:

> **Parcel 28**:
>
> Commencing at the intersection of the Southerly line of Twenty-second Street with the center line of Southern Pacific Railroad Company's constructed railroad main line, and running thence Westerly and along the said Southerly line of Twenty-second Street to a point distant thirty (30) feet from the aforesaid center line measured radially in a Northwesterly direction therefrom; thence Southwesterly parallel to and uniformly distant thirty (30) feet from said center line to an intersection with the Easterly line of Treat Avenue; thence Southerly and along the said Easterly line of Treat Avenue, crossing the said center line, to a point distant thirty (30) feet from the said center line measured radially in a Southeasterly direction therefrom; thence Northwesterly parallel to an uniformly distant thirty (30) feet from said center line to an intersection with the Westerly line of Harrison Street; thence Northerly and along the said Westerly line of Harrison Street to the Southerly line of Twenty-second Street; thence Westerly and along the said Southerly line of Twenty-second Street to the point of commencement, being a portion of Mission Block Number One Hundred and Thirty-nine (139).

10. Attached as Exhibit 7 to the Petition is a Declaration of Charles Whitecotton, a professional title consultant, stating that he has reviewed the 1912 Decree and has concluded that the Property is indeed described as part of what was then referred to as "Parcel 28" in the 1912 Decree.

11. The 1912 Decree expressly confirms that Parcel 28, and therefore the Property, was owned by The John Center Company, subject to a right of way to the Southern Pacific Railroad Company for railroad purposes, "provided that in the event the use of said land as a right of way for said railroad should at any time be abandoned or should at any time be discontinued for a period of

six months, the title and right to possess thereof should revert to [The John Center Company]…" See the 1912 Decree at page 356.

12. The Property was owned by The John Center Company, subject to the right of way to Southern Pacific Railroad, until 1934, when The John Center Company transferred all its assets to the decedent herein, Charles W. Gompertz, as described further below.

13. Petitioner has exhaustively researched the records of the San Francisco Recorder's office, and determined that there were no documents recorded that transferred title for the Property from The John Center Company to any other party during the period from 1912 to 1934. A declaration of Joanne Parrent, a professional researcher and California licensed private investigator, attached to the Petition as Exhibit 8 documents the review she made of such records, concluding that there was no recorded transfer that includes the Property during such period. Petitioner believes that the Property was still owned by The John Center Company in 1934.

14. In an Indenture dated February 15, 1934 (the "1934 Indenture") recorded with the San Francisco Recorder's office on February 28, 1934, as Document No. I-34749, The John Center Company transferred all its assets to Charles W. Gompertz upon dissolution of the Company. The above-mentioned Declaration of Joanne Parrent confirms that she obtained the copy of the 1934 Indenture in her review of the files of the San Francisco Recorder's office.

15. The 1934 Indenture references thirteen specific parcels of real property as part of such transfer to the decedent (none of which include the Property), and then further includes in the sale "all other property, both real and personal, of every kind, nature and description belonging to The John Center Company, or in which it has any interest and wheresoever situate,… together with the tenements, hereditaments and appurtenances thereto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof." The 1934 Indenture confirms all such assets to Charles W. Gompertz, "… to have and to hold the said premises, together with the appurtenances, unto [Charles W. Gompertz], and to his heirs and assigns forever."

16. Attached as Exhibit 10 to the Petition is a Title Guarantee dated July 19, 2024 issued by Chicago Title Company (the "Title Report") specifically for the Property (i.e., Parcel 36A), and listing all recorded documents relating to the Property. The property description attached to The Title

Report as Exhibit "A" is identical to the description of the Property attached to the petition as Exhibit 2.

17. The Title Report, in its Schedule B, lists just eight recorded documents relating to the Property. Document #3 is the 1912 Decree, and Document #4 is the 1934 Indenture. The Title Report confirms that there were no recorded transfers of the Property between 1912 and 1934.

18. Documents #1 and #2, recorded in 1908 and 1909, respectively, predate the 1912 Decree and affirm ownership of the Property by court orders issued pursuant to the McEnerney Act, which allowed land owners to confirm title to their land following the loss of the City's records in the 1906 fire. Those deeds are superseded by the 1912 Decree.

19. Documents #5 and #7, which both post date the acquisition of the Property by the decedent, are purported transfers by George Center to the Heinzer family and to their revocable trust, but such transfers are moot because the Property was not owned by George Center; it was already owned by the decedent. In any case, Document #8, executed in 2023, is a quitclaim of any interest of the Heinzers to 17th and Peralta, LLC, thus extinguishing any interest of the Heinzers in the Property.

20. In the above-mentioned Declaration of Charles Whitecotton, he confirms that he has reviewed the Title Report and has concluded that the Property was owned by The John Center Company in 1934 and was part of the assets transferred to Charles Gompertz pursuant to the "omnibus" clause in the 1934 Indenture that includes in the transfer "all other property" of The John Center Company.

21. Petitioner believes that the Property was not expressly listed in the 1934 Indenture because the parties at that time erroneously assumed that because Southern Pacific Railroad was still using the property in its business, there was not a conveyable interest to be included in the sale to decedent.

OWNERSHIP BY DECEDENT FOLLOWING PURCHASE

22. Petitioner has researched the ownership of the Property from the time of its purchase by decedent in 1934 until the decedent's death on April 8, 1953. As documented in the above referenced Declaration of Joanne Parrent, she reviewed the records of the San Francisco Recorder's office for that period, and found no deeds or other transfers of land that include the Property. That

conclusion is confirmed by the Title Report, which shows no transfer of the Property during such time period.

23. Petitioner therefore believes that the Property was an asset owned by decedent at the time of his death, and should therefore be confirmed by this Court as an asset of his estate.

TERMINATION OF SOUTHERN PACIFIC RIGHT OF WAY

24. Attached as Exhibit 11 to the Petition is a Disclaimer and Release of Interest In Real Property and Withdrawal of Notice of Pending Action ("Release") executed by Southern Pacific Transportation Company on October 22, 1996 and recorded on November 8, 1996, which Release is listed as Document #6 in the Title Report. As explained in the Declaration of Charles A. Whitecotton, he has reviewed the Release and the legal description of the property covered by the Release, and has concluded that Southern Pacific thereby released all their interest in Parcel 36A. As a result, their easement for a right of way terminated and reverted to the fee owner, and they no longer have any interest in the Property.

DISTRIBUTION TO TRUST FOR ANITA

25. As set forth in the Estate Decree of Distribution, the assets of decedent's residuary estate were distributed to the Trust For Anita, which is also subject to the jurisdiction of this Court in the same proceeding as the decedent's estate.

26. The Petitioner therefore believes that decedent's interest in the Property should be confirmed as an asset of the Trust For Anita, subject to the provisions of that trust.

27. The Trust for Anita, which was initially funded pursuant to the Estate Decree of Distribution, remained in effect for the lifetime of Anita T. Gompertz. The trustee of that trust, Crocker First National Bank of San Francisco, filed periodic accountings with this Court in the same proceeding as for the decedent's estate. The final such accounting was the Eleventh and Final Account and Report, which was filed on April 23, 1965 by the trustee following the death of Anita T. Gompertz, covering the period from September 22, 1964 to March 11, 1965. In the Order Settling and Approving Eleventh and Final Account and Report of Crocker-Citizens National Bank, as Trustee, Allowing Trustee's Fees and Attorney's Fees, and of Final Distribution of Trust Assets

("Trust Decree of Distribution"), all the assets of the trust were distributed in equal shares outright to John L. Gompertz and Ruth Gompertz Watson, both of whom were then living.

28. Accordingly, decedent's interest in the Property should have been distributed 50% to John L. Gompertz and 50% to Ruth Gompertz Watson from the Trust for Anita, and Petitioner seeks an order of this court confirming such distribution.

29. Both John L. Gompertz and Ruth Gompertz Watson have since died.

30. Ruth Gompertz Watson had two children, Janet Watson Adams and Franklin H. Watson III. Janet Watson Adams died in 2021, leaving two children, namely Leslie Ellen Adams and Paul Taggard Adams, who are two of the Beneficiaries. Franklin H. Watson III died in 2017, leaving five children, all of whom are now living, namely Lauren Watson Cesare, Linda Watson, Lisa C. Watson, Douglas C. Watson and David G. Watson, who are the remaining Beneficiaries.

31. Attached as Exhibit 13 to the Petition is a true and correct copy of the Amended Trust Agreement dated March 12, 1979, for which Ruth G. Watson was Trustor, confirming that she left her assets in equal shares for the benefit of her two children, Janet Watson Adams and Franklin H. Watson III.

32. Attached as Exhibit 14 to the Petition is a true and correct copy of the Janet W. and Russell B. Adams, Jr. Living Trust Agreement dated April 23, 1991, along with Amendment Number Two to said Agreement, which together confirm that Janet Watson Adams' assets were distributed after the deaths of Janet Watson Adams and her husband to their two children, Leslie Adams and Paul Adams.

33. Attached as Exhibit 15 to the Petition is a true and correct copy of the Franklin and Marilyn Watson Trust dated December 15, 1992, confirming that his assets were distributed following the deaths of Franklin Watson and his wife to their five children, namely Linda Watson, Lisa Watson, Lauren Watson Cesare, Douglas C. Watson and David G. Watson.

34. Petitioner intends to file separate actions in the proceedings for the estates of Ruth Gompertz Watson, Janet Watson Adams and Franklin H. Watson III to confirm the interests of their successor beneficiaries. Petitioner believes that the copies of their respective revocable trusts are sufficient for this court to respect the potential interests of the Beneficiaries for purposes of allowing

petitioner to be an interested party and thereby proceed with this petition to determine ownership of the Property. Petitioner is not asking the court to opine on the validity of the trusts for those three deceased individuals, but offers the copies of the trust instruments to allow the court to make a ruling as to the interests of Charles W. Gompertz and the Trust For Anita in the Property.

COMMUNITY PROPERTY INTEREST OF ANITA

35. In the Codicil of Charles W. Gompertz dated June 16, 1949 (which is attached as an Exhibit to the Petition), he confirmed that any community property of his wife Anita T. Gompertz was confirmed to her as her property.

36. To the extent Anita Gompertz had a community property interest in the Property, it would have been subject to disposition under her own Will. Attached as Exhibit 17 to the Petition is a copy of the Last Will and Testament of Anita T. Gompertz dated April 14, 1954, and the Codicil to such Will dated February 17, 1960. Attached as Exhibit 18 to the Petition is a copy of the Decree of Final Distribution dated April 18, 1966.

37. Pursuant to the Codicil of Anita T. Gompertz, all her assets were distributed in equal shares to her grandchildren Franklin H. Watson III and Janet Watson Adams. Both such persons have since died, and all their assets have been distributed to their own children, who are the seven beneficiaries identified above. Thus, any community property interest of Anita T. Gompertz will pass to beneficiaries who are also among the beneficiaries of the Trust For Anita.

38. Petitioner does not in this petition seek a specific confirmation of the distribution of any such community property interest. The above explanation is included to demonstrate the interests of the Beneficiaries in the Property.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. Charles W. Gompertz was the true owner of the real property located at Mission Block 139, Assessor's Parcel Number 3639-036A, and such property is an asset of Charles W. Gompertz's estate.

2. The real property located at Mission Block 139, Assessor's Parcel Number 3639-036A was distributed from Charles W. Gompertz's estate, pursuant to the Estate Decree of

Distribution, to the trust under Article Seventh of decedent's Will for benefit of Anita T. Gompertz as an asset of such trust.

3. The real property located at Mission Block 139, Assessor's Parcel Number 3639-036A is an asset of such Trust, and was distributed pursuant to the Trust Decree of Distribution in equal shares to the two residuary beneficiaries of such trust, namely John L. Gompertz, and Ruth Gompertz Watson.

4. The real property located at Mission Block 139, Assessor's Parcel Number 3639-036A, is legally described as follows

> All that certain real property, situate in the City and County of San Francisco, State of California, over a portion of the former SPRR Right of Way per Judgement 19851 Recorded March 8, 1912 as shown on Final Map No. 10057 filed on November 25, 2020 in Book 1 of Final Maps at pages 126-129, San Francisco County Records, as shown on Exhibit "B" made a part hereof, more particularly described as follows:
>
> Commencing at a point on the southerly corner of Lot 1 of said Final Map No. 10057, said point being on the easterly line of Treat Avenue (60 feet wide) as shown on said map (the bearing of Treat Avenue taken as North 00˚00'00" East for the purpose of this description), said point also being the beginning of a non-tangent curve to the left with a radius of 925.37 feet; thence leaving said easterly line of Treat Avenue, from a tangent bearing North 43˚38'21" East, along the southeasterly line of said Lot 1 and along said curve, through a central angle of 1˚33'58", distance of 25.29 feet to the Point of Beginning; thence continuing along last said curve through a central angle of 5˚59'06", a distance of 96.66 feet to the most easterly corner of said Lot 1, said point also being the southwesterly corner of Parcel Three as described in that certain Correction Grant Deed recorded September 20, 2023 in Document No. 2023067950 of Official Records of San Francisco County, thence along the southerly line of said parcel, South 90°00'00" East, 9.26 feet to the southeasterly corner of said parcel, thence along the easterly line of said parcel, North 33°32'33" East, 71.99 feet to the most northerly corner of said parcel, thence along the northerly line of said parcel, North 90°00'00" West, 8.79 feet to the northwesterly line of said former SPRR Right of Way; said point also being the beginning of a non-tangent curve to the left with a radius of 925.37 feet; thence along said curve, from a

tangent bearing North 31°36’49” East, through a central angle of 8°42’52”, a distance of 140.74 feet to the southerly line of 22nd Street (64 feet wide) as shown on said map, along said southerly line of 22nd Street, North 90°00’00” East, 62.25 to the westerly line of Harrison Street (82.50 feet wide) as shown on said map; thence along last said line, South 00°00’’00” East, 6.39 feet to the southeasterly line of said former SPRR Right of Way, said point also being the beginning of a non-tangent curve to the right with a radius of 985.37 feet; thence along said curve, from a tangent bearing South 21°49’59” West, through a central angle of 11°45’04”, a distance of 202.09 feet to northwesterly corner of Lot 1 of Final Map No. 7452 filed on October 4, 2013 in Book 122 of Condominium Maps at pages 39-40, San Francisco County Records; thence along the westerly projection of the northerly line of said Lot 1, North 90°00’0” West, 28.70 feet to the intersection with the northly projection of the westerly line of said Lot 1; thence along said prolongation, South 00°00’00” East, 40.92 feet to said southeasterly line of former SPRR Right of Way, said point also being the beginning of a non-tangent curve to the right with a radius of 985.37 feet; thence along said curve, from a tangent bearing South 36°29’27” West, through a central angle of 2°30’22”, a distance of 43.10 feet; thence leaving last said line, North 90°00’00” West, 78.92 feet to the Point of Beginning.

Containing 17, 277 square feet, more or less.

Dated: 08/04/2025, ~~2024~~

JUDGE OF THE SUPERIOR COURT

Sandra Bean / Judge

40042750.DOCX

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Wiley W. Manuel Courthouse 661 Washington Street, Oakland, CA 94607	FILED Superior Court of California County of Alameda 08/04/2025 Chad Finke, Executive Officer / Clerk of the Court By: _____ Deputy T. Smith
PLAINTIFF/PETITIONER: 17th and Peralta	
DEFENDANT/RESPONDENT:	
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6	CASE NUMBER: 24PR094104

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Order re: To Establish Estate's Claim entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

Thomas B. Worth
Friedman McCubbin Law Group LLP
tom@fomlaw.com

Chad Finke, Executive Officer / Clerk of the Court

Dated: 08/04/2025

By:

T. Smith, Deputy Clerk

CERTIFICATE OF ELECTRONIC SERVICE
CODE OF CIVIL PROCEDURE 1010.6

EXHIBIT B


ATLAS
STAIR

EXHIBIT C

OWNER'S STATEMENT:

"WE HEREBY STATE THAT WE ARE ALL THE OWNERS OF AND HOLDERS OF SECURITY INTEREST OR HAVE SOME RIGHT, TITLE, OR INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS MAP; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID REAL PROPERTY; THAT WE HEREBY CONSENT TO THE MAKING AND RECORDING OF SAID MAP AS SHOWN WITHIN THE DISTINCTIVE BORDERLINE; THAT SAID MAP CONSTITUTES AND CONSISTS OF A SURVEY MAP SHOWING MONUMENTATION ON THE GROUND WITHIN THE MEANING OF PARAGRAPHS 4120 AND 4285 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA; AND THAT WE HEREBY CONSENT TO THE MAKING AND RECORDING OF SAID MAP PURSUANT TO DIVISION 4, PART 5, CHAPTER 3, ARTICLE 4 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA".

IN WITNESS WHEREOF, WE, THE UNDERSIGNED, HAVE CAUSED THIS STATEMENT TO BE EXECUTED.

OWNERS:

953 TREAT AVENUE, LP, A CALIFORNIA LIMITED PARTNERSHIP

BY: SAK DESIGN & BUILD, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AS ITS GENERAL PARTNER

BY: SHADI ABOUKHATER, MANAGER

BENEFICIARY:

AVID BANK

BY: _____ TITLE: EVP

PRINT NAME: FERGAL O'BOYLE

OWNER'S ACKNOWLEDGMENT:

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

STATE OF CALIFORNIA)

COUNTY OF Marin)

ON 06/23/2020

BEFORE ME, Henry William Dalton (INSERT NAME), NOTARY PUBLIC

PERSONALLY APPEARED: Shadi Aboukhater

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:
(NOTE: SEAL OPTIONAL IF THE FOLLOWING INFORMATION IS COMPLETED)

Henry Dalton — PRINTED NAME:
#2221367 — COMMISSION # OF NOTARY:
11/10/2021 — COMMISSION EXPIRES:
Marin — PRINCIPAL COUNTY OF BUSINESS:

BENEFICIARY ACKNOWLEDGMENT:

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

STATE OF CALIFORNIA)

COUNTY OF Santa Clara)

ON June 29th, 2020

BEFORE ME, Adrian Gomez (INSERT NAME), NOTARY PUBLIC

PERSONALLY APPEARED: Fergal Joseph O'Boyel

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:
(NOTE: SEAL OPTIONAL IF THE FOLLOWING INFORMATION IS COMPLETED)

Adrian Gomez — PRINTED NAME:
2220566 — COMMISSION # OF NOTARY:
Nov 3, 2021 — COMMISSION EXPIRES:
Santa Clara — PRINCIPAL COUNTY OF BUSINESS:

RECORDER'S STATEMENT:

FILED THIS ..... DAY OF ....., 20....., AT ..... M.

IN BOOK ..... OF FINAL MAPS, AT PAGE(S) ....., AT THE REQUEST OF FREDERICK T. SEHER.

SIGNED .....
COUNTY RECORDER

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF 953 TREAT AVENUE, LP ON JUNE 3, 2019. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE JUNE 30, 2021, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

PROFESSIONAL LAND SURVEYOR — FREDERICK T. SEHER — No. 6216 — STATE OF CALIFORNIA

FREDERICK T. SEHER, PLS
LICENSE NO. 6216

DATE: 08-14-20

CITY AND COUNTY SURVEYOR'S STATEMENT:

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

BRUCE R. STORRS, CITY AND COUNTY SURVEYOR
CITY AND COUNTY OF SAN FRANCISCO

BY: _____
BRUCE R. STORRS L.S. 6914

DATE: SEPTEMBER 14, 2020

PROFESSIONAL LAND SURVEYOR — BRUCE R. STORRS — NO. 6914 — STATE OF CALIFORNIA

FINAL MAP NO. 10057

A 6 UNIT RESIDENTIAL CONDOMINIUM PROJECT

BEING A MERGER AND RESUBDIVISION OF APN'S 3639-027 & 028, AS DESCRIBED IN THAT CERTAIN DEED FILED FOR RECORD ON MARCH 26, 2015, DOCUMENT NUMBER 2015-K038839-00 OF OFFICIAL RECORDS, ON FILE IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA.

ALSO BEING A PART OF MISSION BLOCK NO. 139

CITY AND COUNTY OF SAN FRANCISCO — CALIFORNIA
JUNE, 2020

Frederick T. Seher & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
841 LOMBARD STREET, SAN FRANCISCO, CA 94133
PHONE (415) 921-7690 FAX (415) 921-7655

JOB # 2222-19

APN 3639-027 & 028 — 953 TREAT AVENUE

TAX STATEMENT:

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

DATED ..... DAY OF ....., 20.....

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

CLERK'S STATEMENT:

I, ANGELA CALVILLO, CLERK OF THE BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, HEREBY STATE THAT SAID BOARD OF SUPERVISORS BY

ITS MOTION NO. ....., ADOPTED ....., 20....., APPROVED THIS MAP ENTITLED, "FINAL MAP NO. 10057".

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY HAND AND CAUSED THE SEAL OF THE OFFICE TO BE AFFIXED.

BY: ..... DATE: .....
CLERK OF THE BOARD OF SUPERVISORS
CITY AND COUNTY OF SAN FRANCISCO
STATE OF CALIFORNIA

APPROVALS:

THIS MAP IS APPROVED THIS 17th DAY OF September, 2020

BY ORDER NO. 203607

BY: ..... DATE: October 29, 2020

ALARIC DEGRAFINRIED
ACTING DIRECTOR OF PUBLIC WORKS
CITY AND COUNTY OF SAN FRANCISCO
STATE OF CALIFORNIA

APPROVED AS TO FORM:

DENNIS J. HERRERA, CITY ATTORNEY

BY: .....

DEPUTY CITY ATTORNEY
CITY AND COUNTY OF SAN FRANCISCO

BOARD OF SUPERVISORS' APPROVAL:

ON ....., 20....., THE BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA APPROVED AND PASSED MOTION NO.

....., A COPY OF WHICH IS ON FILE IN THE OFFICE OF THE BOARD

OF SUPERVISORS IN FILE NO. .....

JOB # 2222-19

GENERAL NOTES:

A) THIS MAP IS THE SURVEY MAP PORTION OF A CONDOMINIUM PLAN AS DESCRIBED IN CALIFORNIA CIVIL CODE SECTIONS 4120 AND 4285. THIS CONDOMINIUM PROJECT IS LIMITED TO A MAXIMUM NUMBER OF SIX (6) DWELLING UNITS.

B) ALL INGRESS(ES), EGRESS(ES), PATH(S) OF TRAVEL, FIRE/EMERGENCY EXIT(S) AND EXITING COMPONENTS, EXIT PATHWAY(S) AND PASSAGEWAY(S), STAIRWAY(S), CORRIDOR(S), ELEVATOR(S), AND COMMON USE ACCESSIBLE FEATURE(S) AND FACILITIES SUCH AS RESTROOMS THAT THE BUILDING CODE REQUIRES FOR COMMON USE SHALL BE HELD IN COMMON UNDIVIDED INTEREST.

C) UNLESS SPECIFIED OTHERWISE IN THE GOVERNING DOCUMENTS OF A CONDOMINIUM HOMEOWNERS' ASSOCIATION, INCLUDING ITS CONDITIONS, COVENANTS, AND RESTRICTIONS, THE HOMEOWNERS' ASSOCIATION SHALL BE RESPONSIBLE, IN PERPETUITY, FOR THE MAINTENANCE, REPAIR, AND REPLACEMENT OF:
(i) ALL GENERAL USE COMMON AREA IMPROVEMENTS; AND
(ii) ALL FRONTING SIDEWALKS, ALL PERMITTED OR UNPERMITTED PRIVATE ENCROACHMENTS AND PRIVATELY MAINTAINED STREET TREES FRONTING THE PROPERTY, AND ANY OTHER OBLIGATION IMPOSED ON PROPERTY OWNERS FRONTING A PUBLIC RIGHT-OF-WAY PURSUANT TO THE PUBLIC WORKS CODE OR OTHER APPLICABLE MUNICIPAL CODES.

D) IN THE EVENT THE AREAS IDENTIFIED IN (C)(ii) ARE NOT PROPERLY MAINTAINED, REPAIRED, AND REPLACED ACCORDING TO THE CITY REQUIREMENTS, EACH HOMEOWNER SHALL BE RESPONSIBLE TO THE EXTENT OF HIS/HER PROPORTIONATE OBLIGATION TO THE HOMEOWNERS' ASSOCIATION FOR THE MAINTENANCE, REPAIR, AND REPLACEMENT OF THOSE AREAS. FAILURE TO UNDERTAKE SUCH MAINTENANCE, REPAIR, AND REPLACEMENT MAY RESULT IN CITY ENFORCEMENT AND ABATEMENT ACTIONS AGAINST THE HOMEOWNERS' ASSOCIATION AND/OR THE INDIVIDUAL HOMEOWNERS, WHICH MAY INCLUDE, BUT NOT BE LIMITED TO IMPOSITION OF A LIEN AGAINST THE HOMEOWNER'S PROPERTY.

E) APPROVAL OF THIS MAP SHALL NOT BE DEEMED APPROVAL OF THE DESIGN, LOCATION, SIZE, DENSITY OR USE OF ANY STRUCTURE(S) OR ANCILLARY AREAS OF THE PROPERTY ASSOCIATED WITH STRUCTURES, NEW OR EXISTING, WHICH HAVE NOT BEEN REVIEWED OR APPROVED BY APPROPRIATE CITY AGENCIES NOR SHALL SUCH APPROVAL CONSTITUTE A WAIVER OF THE SUBDIVIDER'S OBLIGATION TO ABATE ANY OUTSTANDING MUNICIPAL CODE VIOLATIONS. ANY STRUCTURES CONSTRUCTED SUBSEQUENT TO APPROVAL OF THIS FINAL MAP SHALL COMPLY WITH ALL RELEVANT MUNICIPAL CODES, INCLUDING BUT NOT LIMITED TO THE PLANNING, HOUSING AND BUILDING CODES, IN EFFECT AT THE TIME OF ANY APPLICATION FOR REQUIRED PERMITS.

F) BAY WINDOWS, FIRE ESCAPES AND OTHER ENCROACHMENTS (IF ANY SHOWN HEREON, THAT EXIST, OR THAT MAY BE CONSTRUCTED) ONTO OR OVER TREAT AVENUE ARE PERMITTED THROUGH AND ARE SUBJECT TO THE RESTRICTIONS SET FORTH IN THE BUILDING CODE AND PLANNING CODE OF THE CITY AND COUNTY OF SAN FRANCISCO. THIS MAP DOES NOT CONVEY ANY OWNERSHIP INTEREST IN SUCH ENCROACHMENT AREAS TO THE CONDOMINIUM UNIT OWNER(S).

G) SIGNIFICANT ENCROACHMENTS, TO THE EXTENT THEY WERE VISIBLE AND OBSERVED, ARE NOTED HEREON. HOWEVER, IT IS ACKNOWLEDGED THAT OTHER ENCROACHMENTS FROM/ONTO ADJOINING PROPERTIES MAY EXIST OR BE CONSTRUCTED. IT SHALL BE THE RESPONSIBILITY SOLELY OF THE PROPERTY OWNERS INVOLVED TO RESOLVE ANY ISSUES THAT MAY ARISE FROM ANY ENCROACHMENTS WHETHER DEPICTED HEREON OR NOT. THIS MAP DOES NOT PURPORT TO CONVEY ANY OWNERSHIP INTEREST IN AN ENCROACHMENT AREA TO ANY PROPERTY OWNER.

NOTES:

THE PROPERTY SHOWN HEREIN IS SUBJECT TO THE TERMS AND PROVISIONS AS DESCRIBED IN THE FOLLOWING RECORDED DOCUMENTS:

"NOTICE OF SPECIAL RESTRICTIONS UNDER THE PLANNING CODE"
RECORDED ON JULY 7, 2008
DOCUMENT NUMBER 2008-I608147-00

"NOTICE OF SPECIAL RESTRICTIONS UNDER THE PLANNING CODE"
RECORDED ON JULY 7, 2008
DOCUMENT NUMBER 2008-I608148-00

"NOTICE OF SPECIAL RESTRICTIONS UNDER THE PLANNING CODE"
RECORDED ON NOVEMBER 7, 2008
DOCUMENT NUMBER 2008-I676938-00

"NOTICE OF SPECIAL RESTRICTIONS UNDER THE PLANNING CODE"
RECORDED ON NOVEMBER 7, 2008
DOCUMENT NUMBER 2008-I676939-00

"NOTICE OF SPECIAL RESTRICTIONS UNDER THE PLANNING CODE"
RECORDED ON MARCH 28, 2017
DOCUMENT NUMBER 2017-K426956-00

"NOTICE OF SPECIAL RESTRICTIONS UNDER THE PLANNING CODE"
RECORDED ON JUNE 6, 2017
DOCUMENT NUMBER 2017-K459907-00

"DECLARATION OF USE LIMITATION"
RECORDED ON AUGUST 10, 2017
DOCUMENT NUMBER 2017-K493257-00

FINAL MAP NO. 10057

A 6 UNIT RESIDENTIAL CONDOMINIUM PROJECT

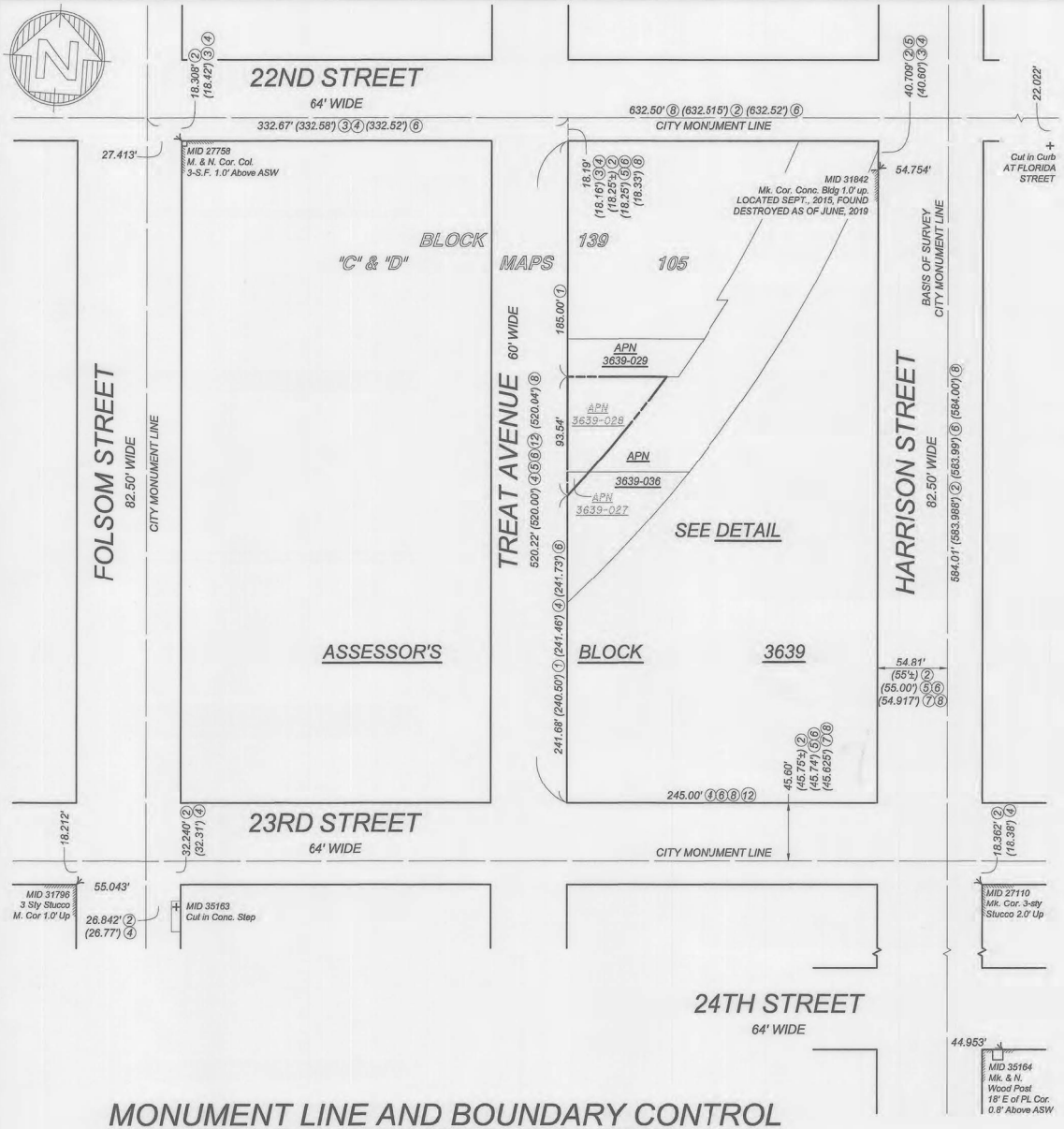
BEING A MERGER AND RESUBDIVISION OF APN'S 3639-027 & 028, AS DESCRIBED IN THAT CERTAIN DEED FILED FOR RECORD ON MARCH 26, 2015, DOCUMENT NUMBER 2015-K038839-00 OF OFFICIAL RECORDS, ON FILE IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA.

ALSO BEING A PART OF MISSION BLOCK NO. 139

CITY AND COUNTY OF SAN FRANCISCO CALIFORNIA
JUNE, 2020

Frederick T. Seher & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
841 LOMBARD STREET, SAN FRANCISCO, CA 94133
PHONE (415) 921-7690 FAX (415) 921-7655

APN 3639-027 & 028 953 TREAT AVENUE



MONUMENT LINE AND BOUNDARY CONTROL

60' 0 60' 120'

SCALE: 1" = 60'

JOB # 2222-19

MAP AND DEED REFERENCES:

1. GRANT DEED RECORDED MARCH 26, 2015, DOCUMENT NUMBER 2015-K038839-00, SAN FRANCISCO COUNTY RECORDS
2. MONUMENT MAPS NO. 280 & 263, ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR
3. RECORD OF SURVEY 3889, FILED FOR RECORD ON JULY 5, 2006, IN BOOK BB OF MAPS, AT PAGES 95-96, SAN FRANCISCO COUNTY RECORDS
4. RECORD OF SURVEY #8876, FILED FOR RECORD ON MARCH 22, 2019, IN BOOK HH OF SURVEY MAPS, AT PAGES 106-108, SAN FRANCISCO COUNTY RECORDS
5. FINAL MAP NO. 7452, FILED FOR RECORD ON OCTOBER 4, 2013, IN BOOK 122 OF CONDOMINIUM MAPS, AT PAGES 39-40, SAN FRANCISCO COUNTY RECORDS
6. FINAL MAP NO. 9706, FILED FOR RECORD ON JULY 3, 2019, IN BOOK 136 OF CONDOMINIUM MAPS, AT PAGES 28-31, SAN FRANCISCO COUNTY RECORDS
7. FINAL MAP 3398, FILED FOR RECORD ON FEBRUARY 2, 2007, IN BOOK 99 OF CONDOMINIUM MAPS, AT PAGES 7-9, SAN FRANCISCO COUNTY RECORDS
8. BLOCK DIAGRAM OF MISSION BLOCK NO. 139, DATED 8/22/1910, ON FILE IN THE OFFICE OF THE CITY AND COUNTY SURVEYOR
9. INDENTURE RECORDED DECEMBER 23, 1952, BOOK 6064 PAGE 354, SAN FRANCISCO COUNTY RECORDS
10. DEED RECORDED MARCH 21, 2016, DOCUMENT NUMBER 2016-K219971-00, SAN FRANCISCO COUNTY RECORDS
11. SOUTHERN PACIFIC COMPANY VALUATION DEPARTMENT "STATION MAP SAN FRANCISCO FROM 20TH AND HARRISON ST'S. TO 25TH AND VALENCIA ST'S.", LAST INSTRUMENT DATE OF MARCH 8, 1945 A COPY OF WHICH IS ON FILE IN THIS OFFICE
12. "MAP OF THE PERKINS OR UNION TRACT", FILED FOR RECORD ON NOVEMBER 7, 1863, IN MAP BOOK "C" & "D" AT PAGE 105

BOUNDARY NOTES:

1. ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED; MONUMENT LINES ARE AS SHOWN.
2. ALL DISTANCES SHOWN HEREON ARE MEASURED UNLESS SHOWN OTHERWISE.
3. ALL DISTANCES ARE MEASURED IN FEET AND DECIMALS THEREOF.
4. MONUMENT MARKS WITHIN THE SUBJECT BLOCK FOR ESTABLISHED MONUMENT LINES NOT SHOWN HEREON WERE SEARCHED FOR, NOT FOUND.

FIELD SURVEY COMPLETION:

THE FIELD SURVEY FOR THIS MAP WAS COMPLETED ON JUNE 3, 2019. ALL PHYSICAL DETAILS INCLUDING CITY AND PRIVATE MONUMENTATION SHOWN HEREON EXISTED AS OF THE FIELD SURVEY COMPLETION DATE, UNLESS OTHERWISE NOTED.

BASIS OF SURVEY:

BLOCK LINES OF SUBJECT BLOCK WERE ESTABLISHED PARALLEL AND PERPENDICULAR TO THE CITY MONUMENT LINE IDENTIFIED AS BASIS OF SURVEY LINE. OTHER STREET LINES SHOWN HEREON WERE NOT ESTABLISHED. THEY ARE SHOWN TO FACILITATE THE RECOVERY OF MONUMENT LINE REFERENCE POINTS.

ASSESSOR'S PARCEL NUMBER (APN) NOTE:

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

"LOT 1" = APN 3639-135
6 CONDOMINIUM UNITS = APN 3639-136 THRU 141

LINETYPES:

- MONUMENT LINE
- RIGHT OF WAY
- PROPERTY LINE
- LOT LINE

LEGEND:

( ) INDICATES RECORD DATA IN DISCREPANCY WITH MEASURED, PER REFERENCE

MID MONUMENT IDENTIFICATION PER CITY AND COUNTY OF SAN FRANCISCO DATABASE

FINAL MAP NO. 10057

A 6 UNIT RESIDENTIAL CONDOMINIUM PROJECT

BEING A MERGER AND RESUBDIVISION OF APN'S 3639-027 & 028, AS DESCRIBED IN THAT CERTAIN DEED FILED FOR RECORD ON MARCH 26, 2015, DOCUMENT NUMBER 2015-K038839-00 OF OFFICIAL RECORDS, ON FILE IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA.

ALSO BEING A PART OF MISSION BLOCK NO. 139

CITY AND COUNTY OF SAN FRANCISCO — CALIFORNIA
SCALE AS NOTED — JUNE, 2020

Frederick T. Seher & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
841 LOMBARD STREET, SAN FRANCISCO, CA 94133
PHONE (415) 921-7690 FAX (415) 921-7655

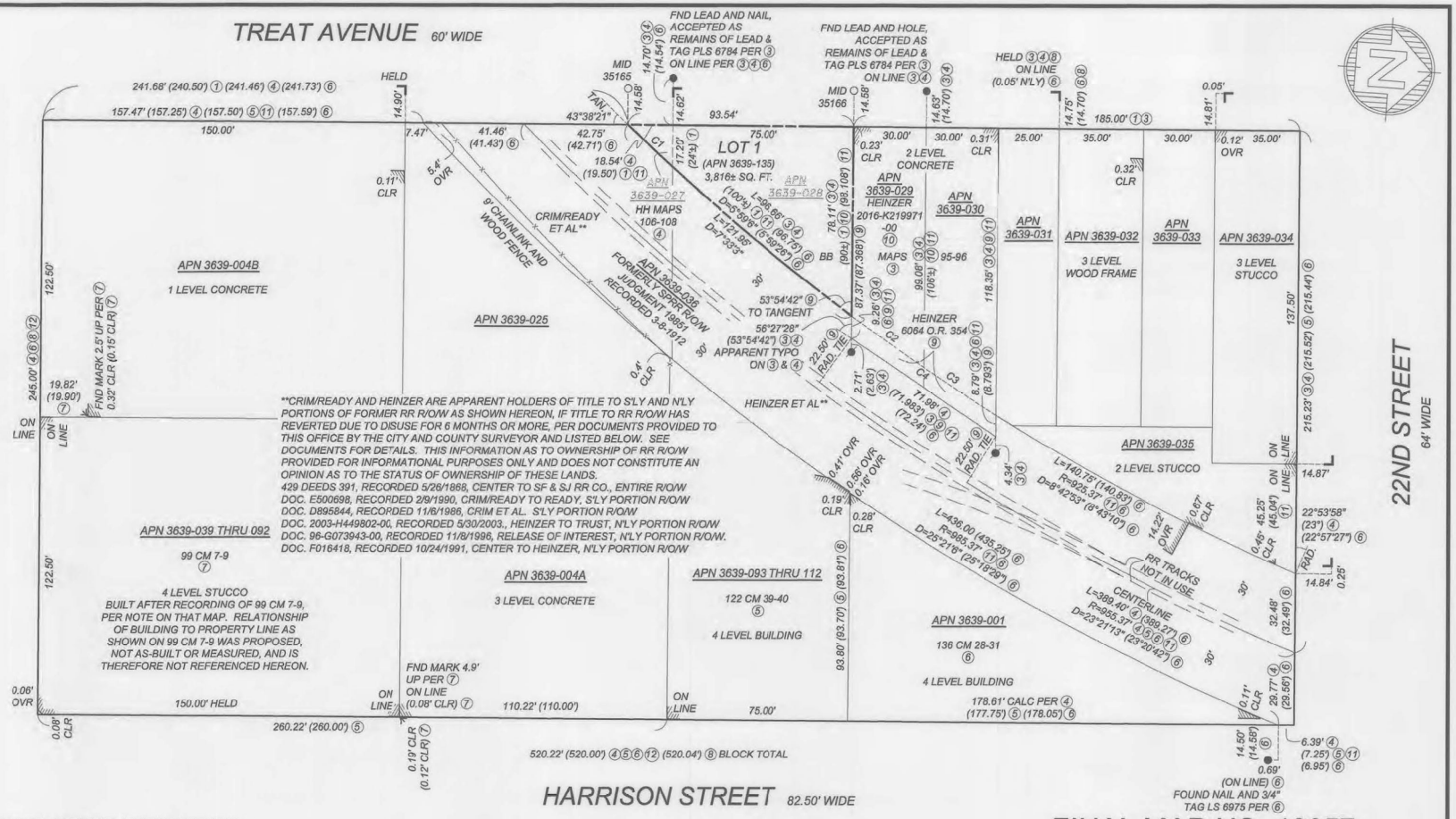
SHEET THREE OF FOUR SHEETS

APN 3639-027 & 028 953 TREAT AVENUE

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1 ④	25.29'	925.37'	1°33'58"
	(28') ① ⑪		
	(24.95') ⑥		(1°32'42") ⑥
C2 ③④	36.61'	925.37'	2°15'59"
	(36'±) ⑩		
C3 ③④	35.66'	925.37'	2°12'29"
C4 ③④	72.27'	925.37'	4°28'28"
	(72.32') ⑥		(4°28'40") ⑥
	(72.261') ⑨		

SURVEYOR'S NOTE:

THIS SURVEY ACCEPTED THE LOCATION OF THE FORMER SPRR RIGHT OF WAY, THE EASTERLY LINE OF TREAT AVENUE, THE SOUTHERLY LINE OF 22ND STREET,AND THE WESTERLY LINE OF HARRISON STREET, AS ESTABLISHED ON THE GROUND BY SURVEYS OF THE SUBJECT PROPERTY PER MAP REFERENCES 3 AND 4, PERFORMED IN 2006 AND 2017 RESPECTIVELY, AS RECOVERED IN THE FORM OF TAGS AND CUTS SET AND FOUND BY THOSE SURVEYS. THE LOCATION OF THE CENTERLINE OF THE FORMER RIGHT OF WAY AS PER THOSE MAPS WAS ACCEPTED AS REASONABLY FITTING A SPLIT OF THE EXISTING TRACKS WHILE HOLDING AS THEY DID THE RADIUS OF 955.37' PER THE STATION MAP REFERENCE 11, AND AGREED EXACTLY WITH THE CALLS IN REFERENCE 9, A DEED OF PRECISE DIMENSIONS FROM THE RAILROAD COMPANY ITSELF. THIS LOCATION OF THE CENTERLINE ALSO AGREES WITHIN 0.10' WITH THAT OF REFERENCE 5 AS MEASURED ALONG THE NORTHERLY LINE OF THE LOT OF THAT SURVEY, SUGGESTING THAT A SPLIT OF TRACKS CORROBORATED THAT SURVEY IN THE AREA OF ITS SUBJECT LOT AS THAT MAP GRAPHICALLY SUGGESTS. THE LOCATION OF THE CENTERLINE AS PER REFERENCE 6 WAS NOT ACCEPTED, AS IT WAS FOUND TO HAVE A POOR FIT TO A SPLIT OF TRACKS IN THE AREA OF ITS SUBJECT LOT, AND AS IT STATED ON ITS FACE THAT IT RELIED ON A GEOMETRICAL ESTABLISHMENT METHOD FROM DISTANT CALCULATED POSITIONS RATHER THAN THE LOCATION OF THE ACTUAL EXISTENT TRACKS USED BY THE THREE PREVIOUS SURVEYS WITH GOOD AGREEMENT. NOTE THAT THE CENTERLINE PER REFERENCE 6 DOES NOT DEVIATE MORE THAN 0.2' IN THE RADIAL DIRECTION FROM THAT OF THIS SURVEY AND REFERENCES 3 AND 4 ANYWHERE IN THE SUBJECT BLOCK. AS CAN BE SEEN HEREON, DISCREPANCIES IN THE R/O/W LOCATION BETWEEN THE MAPS EXCEEDING 0.2' ARE OBSERVED AS MEASURED ALONG THE BLOCK LINES, RATHER THAN RADIALLY.



**CRIM/READY AND HEINZER ARE APPARENT HOLDERS OF TITLE TO S'LY AND N'LY PORTIONS OF FORMER RR R/O/W AS SHOWN HEREON, IF TITLE TO RR R/O/W HAS REVERTED DUE TO DISUSE FOR 6 MONTHS OR MORE, PER DOCUMENTS PROVIDED TO THIS OFFICE BY THE CITY AND COUNTY SURVEYOR AND LISTED BELOW. SEE DOCUMENTS FOR DETAILS. THIS INFORMATION AS TO OWNERSHIP OF RR R/O/W PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE AN OPINION AS TO THE STATUS OF OWNERSHIP OF THESE LANDS.
429 DEEDS 391, RECORDED 5/26/1868, CENTER TO SF & SJ RR CO., ENTIRE R/O/W
DOC. E500698, RECORDED 2/9/1990, CRIM/READY TO READY, S'LY PORTION R/O/W
DOC. D895844, RECORDED 11/8/1986, CRIM ET AL. S'LY PORTION R/O/W
DOC. 2003-H449802-00, RECORDED 5/30/2003., HEINZER TO TRUST, N'LY PORTION R/O/W
DOC. 96-G073943-00, RECORDED 11/8/1996, RELEASE OF INTEREST, N'LY PORTION R/O/W.
DOC. F016418, RECORDED 10/24/1991, CENTER TO HEINZER, N'LY PORTION R/O/W

AS NOTED IN THE SURVEYOR'S NOTE ON REFERENCE 4, THE "CONSTRUCTED RAILROAD MAIN LINE" IS SPECIFICALLY CALLED FOR IN THE 1912 JUDGMENT AS BEING THE CENTERLINE OF THE PARCEL ITSELF. THEREFORE, THE LOCATION OF THE TRACKS IN 1912 WOULD BE CONTROLLING OF THE RIGHT OF WAY LOCATION. WE FOUND NO EVIDENCE THE TRACKS HAD BEEN RELOCATED SINCE 1912, AND THEREFORE, FOR THIS REASON AND THE OTHER REASONS DETAILED ABOVE, WE ACCEPTED THE LOCATION OF THE CENTERLINE OF THE RIGHT OF WAY PER REFERENCES 3 AND 4, AS SHOWN HEREON, AS BEING THE BEST RECONSTRUCTION OF THE LOCATION OF THE TRACKS AS OF 1912.

THE METHOD OF ESTABLISHMENT OF THE FORMER RIGHT OF WAY USED BY REFERENCE 6 RELIED ON ESTABLISHING A CURVE OF GIVEN RADIUS TANGENT TO THE CENTERLINE OF HARRISON STREET AND TANGENT TO THE NEXT STRAIGHT COURSE SOUTHERLY OF THE CURVE, CONTROLLED BY RELIANCE ON ONE SELECT DIMENSION (18.17' NORTHERLY OF 23RD STREET MEASURED ALONG FOLSOM STREET) FOR THE LOCATION OF THE SOUTHERLY TANGENT COURSE PER REFERENCE 11. INASMUCH AS THE SEVERAL DIMENSIONS GIVEN ON REFERENCE 11 FROM THE INTERSECTIONS OF THE RIGHT OF WAY TO THE BLOCK LINES DO NOT CHECK MATHEMATICALLY WITH ONE ANOTHER BETTER THAN 1 FOOT MORE OR LESS, AS CAN BE SEEN ON REFERENCE 6 AND THIS MAP, WE CONCLUDE THAT THESE DIMENSIONS ARE APPROXIMATE ONLY AND NOT BASED UPON SURVEYS, AND TO USE THEM WOULD RENDER THE RIGHT OF WAY SUSCEPTIBLE OF SEVERAL LOCATIONS, OF WHICH THAT USED BY REFERENCE 6 IS ONLY ONE. FOR THIS REASON, WE BELIEVE THE METHOD USED BY THIS SURVEY, AND MAP REFERENCE 3 AND 4, INASMUCH AS IT USED THE TRACK LOCATION AS WELL AS THE PRECISE DIMENSIONS IN DEED REFERENCE 9, IS A MORE ACCURATE RECOVERY OF THE RIGHT OF WAY LOCATION.

THE LOCATION OF THE NORTHERLY LINE OF 23RD STREET WAS ESTABLISHED 150.00' SOUTH OF A FOUND "L" CUT ON TREAT AVENUE, AS SHOWN. THIS IS SUPPORTED BY EVIDENCE OF POSSESSION IN THE SOUTHERLY PORTION OF THE BLOCK, THE MONUMENT LINE OFFSET ON 23RD STREET PER REFERENCES 7 AND 8, AND THE LOCATION OF FOUND MARKS SET BY THE SURVEY FOR REFERENCE 7.

JOB # 2222-19

DETAIL

30' 0 30' 60'

SCALE: 1" = 30'

LEGEND:

- ○ SET NAIL & 3/4" BRASS TAG L.S. 6216 IN CURB
- ● FOUND NAIL & TAG OR AS NOTED
- ⊗ FOUND REBAR & 3/4" CAP PLS 6784 PER ③
- ( ) INDICATES RECORD DATA IN DISCREPANCY WITH MEASURED, PER REFERENCE
- L FOUND "L" CUT, ORIGIN UNKNOWN

CLR	CLEAR OF PROPERTY LINE
OVR	OVER PROPERTY LINE
R/O/W	RIGHT OF WAY
SPRR	SOUTHERN PACIFIC RAILROAD COMPANY
TAN.	TANGENT
RAD.	RADIAL

LINETYPES:

- RIGHT OF WAY
- PROPERTY LINE
- LOT LINE

BOUNDARY NOTES:

1. ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED.
2. ALL DISTANCES SHOWN HEREON ARE MEASURED UNLESS SHOWN OTHERWISE.
3. ALL DISTANCES ARE MEASURED IN FEET AND DECIMALS THEREOF.
4. DETAILS NEAR FOUND "L" CUTS AND PROPERTY LINE MAY NOT BE TO SCALE AND MAY BE EXAGGERATED FOR CLARITY.
5. MONUMENTS SET PER SURVEYS OF REFERENCE NOT SHOWN HEREON WERE SEARCHED FOR, NOT FOUND.
6. DISTANCES FROM BUILDING CORNERS TO PROPERTY LINE WERE MEASURED 5.0' UP FROM GROUND (OR AS NOTED). BUILDING TRIMS ARE EXCLUDED FROM THESE DISTANCES.

FINAL MAP NO. 10057

A 6 UNIT RESIDENTIAL CONDOMINIUM PROJECT

BEING A MERGER AND RESUBDIVISION OF APN'S 3639-027 & 028, AS DESCRIBED IN THAT CERTAIN DEED FILED FOR RECORD ON MARCH 26, 2015, DOCUMENT NUMBER 2015-K038839-00 OF OFFICIAL RECORDS, ON FILE IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA.

ALSO BEING A PART OF MISSION BLOCK NO. 139

CITY AND COUNTY OF SAN FRANCISCO — CALIFORNIA
SCALE AS NOTED — JUNE, 2020

Frederick T. Seher & Associates, Inc.
PROFESSIONAL LAND SURVEYORS
841 LOMBARD STREET, SAN FRANCISCO, CA 94133
PHONE (415) 921-7690 FAX (415) 921-7655

SHEET FOUR OF FOUR SHEETS

APN 3639-027 & 028 — 953 TREAT AVENUE

EXHIBIT D

San Francisco Assessor-Recorder
Carmen Chu, Assessor-Recorder
DOC- 2019-K720189-00
Check Number 2441
Friday, JAN 11, 2019 08:48:22
Ttl Pd $92.00 Rcpt # 0005939200
PF1/PF/1-2

Recording Requested by:
The Robert L. Shepard Professional Law Corporati
235 Montgomery Street, Suite 970
San Francisco, CA 94104-3001

And when recorded mail to:
Deepa Sureka-Shah and Tejash V. Shah
482 Filbert Street
San Francisco, CA 94133

Mail Tax Statements To:
Deepa Sureka-Shah and Tejash Shah
482 Filbert Street
San Francisco, CA 94133

Property Address:
923-925 Treat Avenue
San Francisco, CA 94110
APN: Lot 031, Block 3639

No consideration for trust transfer R&T Code 11930

TRUST TRANSFER DEED

We, Deepa Sureka-Shah and Tejash V. Shah, a married couple, grant to Deepa Sureka-Shah and Tejash Shah, trustees or the successors in trust, of the Tejash Shah and Deepa Sureka-Shah Revocable Trust, dated November 23, 2018, all of that REAL PROPERTY situated in the City and County of San Francisco, State of California, bounded and described as:

> Beginning at a point on the Easterly line of Treat Avenue, distant thereon 100 feet Southerly from the Southerly line of Twenty-Second Street; Running thence Southerly and along said line of Treat Avenue 25 feet; thence at a right angle Easterly 122 feet and 6 inches; thence at a right angle Northerly 25 feet; thence at a right angle Westerly 122 feet and 6 inches to the point of beginning.

Being part of Mission Block No. 139.

APN: Lot 031, Block 3639

Deepa Sureka-Shah

Deepa Sureka-Shah

Tejash Shah

Tejash Shah

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)
) ACKNOWLEDGMENT
COUNTY OF SAN FRANCISCO)

On November 23, 2018, before me, Robert L. Shepard, Notary Public, personally appeared Deepa Sureka-Shah and Tejash Shah, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signature on the instrument the persons, or entity upon behalf of which the persons acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

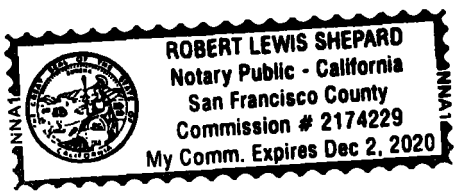


EXHIBIT E

FILED
Superior Court of California
County of San Francisco
DEC 12 2023
CLERK OF THE COURT
BY: Ramona Carter Deputy Clerk

SUPERIOR COURT OF CALIFO
COUNTY OF SAN FRANCISCO
400 MCALLISTER STREET, SAN FRANCISCO, CA 94102-4514

AP

ANOTHER CORPORATE ISO, LLC

PLAINTIFF(S)

VS.

AP

LARA HANNA et al

DEFENDANT(S)

Small Claims Division

Case Number: **CSM-23-867455**

JUDGMENT

This cause came ~~on~~ regularly for proceeding on 12.12.23 in Department 506 before the Honorable Pratt Ly, Commissioner/Judge Pro Tem

☒ ~~Defendant shall pay Plaintiff:~~ Defendants Martin and Creeby shall jointly & severally pay Plaintiff

in the amount of:

$ 620.00 PRINCIPAL $ 0 INTEREST $ 150.00 COSTS

Terms/other orders Please see attached Statement of Decision.

☐ Plaintiff shall pay defendant(s)

in the amount of:

$ PRINCIPAL $ INTEREST $ COSTS

Terms/other orders

Enforcement of the judgment is automatically postponed for 30 days.

☐ Plaintiff testified that defendant is not in the military service of the United States as defined in Section 101 of the Soldiers' and Sailors' Relief Act of 1940, and not entitled to the benefits of th Act.

☐ This judgment results from a motor vehicle accident on a California highway and was caused by the judgment debtor's operation of a motor vehicle. If the judgment is not paid, you may apply to have the judgment debtor's driver's license suspended.

☐ Payments are to be made at the rate of $ per month, beginning on (date): and on the day of each month thereafter until paid in full. If any payment is missed, the entire balance becomes due immediately.

DEC 12 2023

Submitted on:

Rendered on: 12.12.23

COMMISSIONER/JUDGE PRO TEM OF THE SUPERIOR CO

SHORT TITLE:	CASE NUMBER:
ANOTHER CORPORATE ISO, LLC VS. LARA HANNA ET AL.	CSM-23-867455

ATTACHMENT *(Number):* 1

(This Attachment may be used with any Judicial Council form.)

Present at the Dec. 12, 2023 hearing is Plaintiff ANOTHER CORPORATE ISP, LLC via Rudy Rucke ("ACI"), Defendant Jay Martin ("Martin") in his individual capacity and as representative for his spouse Defendant Elizabeth Creely ("Creely"). ACI dismissed without prejudice non-appearing Defendant Lara Hanna and amened its complaint to only seek $620 worth of property damage from Martin and Creely. Martin and Creely had no objection to ACI's dismissal or amendment.

About May 2023, ACI hired laborers to construct concrete forms for planters ("planters") on land of unknown ownership. None of the parties had any legal ownership of the land, however all parties agree that (1) ACI's planters were exclusively owned by ACI and (2) ACI never gave permission to Martin, Creely or Hanna to alter or exercise any control over the planters.

On May 24, 2023 video and photograph stills of same, show Martin, Creely and Hanna at ACI's planters. It also showed Martin actively altering the planters by stomping on the wooden liners. Martin also testified he also unscrewed the wooden boards and may have lost some of the screws. Creely was also present and acted as "look out" in support of the unauthorized dismantling of the planters. The subsequent physical altercations are not at issue in this claim and therefore are excluded.

ACI paid $620 to repair the damage caused on May 24, 2023. The labor cost was $500 and the materials was $120.

Martin and Creely assert that the planters were not on ACI's property. This is correct but neither Martin nor Creely could establish that they possessed land ownership to argue a right to damage the planters. Martin then shared that he has a ownership claim to the property since he paid property taxes on the land. This alone is insufficient to establish land ownership, and especially when the property taxes was paid around October 2023 well after the May 24, 2023 incident date.

Martin and Creely then argued that the planters were unpermitted and therefore illegal. However this is unrelated to the issue of property damage to ACI's planters. Even if the planters were unpermitted and illegal, this is properly addressed through the city's Department of Building Inspection not by Martin's and Creely's individual behaviors.

Martin and Creely dispute ACI's $620 repair damages. Martin said it was too much and had no other cost estimate or witness testimony about an alternative damage amount.

Therefore it is ORDERED:

Defendants Martin and Creely jointly and severally shall pay Plainitff ACI (1) $620 principal, (2) $0 interst and (3) $150 costs.

(If the item that this Attachment concerns is made under penalty of perjury, all statements in this Attachment are made under penalty of perjury.)

EXHIBIT F-1

CERTIFIED COPY

TO HAVE AND TO HOLD the same together with the appurtenances, unto the grantee, his heirs or assigns forever.

IN WITNESS WHEREOF, the said grantors have executed these presents this 4th day of June 1935.

HERMAN M. WOLTER

ELIZABETH A. WOLTER

State of California,)
) ss.
City and County of San Francisco)

ON this 4th day of June, in the year of our Lord One Thousand Nine Hundred and Thirty-five, before me, Frank Panter, a Notary Public, in and for said City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared Herman M. Wolter and Elizabeth A. Wolter, known to me to be the persons described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official Seal at my office in said City and County of San Francisco, the day and year in this certificate first above written.

(Seal) FRANK PANTER, Notary Public,
in and for the City and County of San Francisco, State of California.
My Commission expires November 15, 1938.

Recorded at request of City T. I. Co., Jun. 5, 1935, at 30 min. past 8 A.M.

No. J 51151 Fee $1.00 Fol. 5

Compared--Book Compared--Document

ESESESESESESESESESESESESESESESESESESESESESESESESESESESESESESESESESESESESESESESESESES

THE JOHN CENTER COMPANY)
)
WITH)
)
M. S. CENTER, et al.)

THIS AGREEMENT, made and entered into this 10th day of February, 1934, by and between THE JOHN CENTER COMPANY, a corporation duly created, organized, and existing under and by virtue of the laws of the State of California, party of the first part, hereinafter called "the Company" and MARY STUART CENTER, HUGH S. CENTER, GEORGE DAVID CENTER, EDMUND A. CENTER, NADINE BODGE, MARGARET L. ANDERSON, JEAN A. CENTER, HELEN C. JONES, JENNIE W. CENTER, ANITA L. SPADER, MAY T. MORRISON, CHARLES W. GOMPERTZ, J. PAUL MILLER, J. F. NEUMAN, and STUART F. SMITH, parties of the second part, stockholders of said Company and owning and holding the number of shares of stock of said Company set opposite their respective names, hereinafter called "the Stockholders,"

WITNESSETH: Whereas, said Company has issued and outstanding four thousand and fifty (4,050) shares of its capital stock; and

WHEREAS, said Stockholders executing this agreement are the owners and holders of all the issued and outstanding capital stock of said Company; and

WHEREAS, it is deemed advisable and for the best interests of the said Company and its Stockholders that said Company be dissolved and that the assets of said Company be transferred to the Stockholders in proportion to the amount of stock owned by each; and

WHEREAS, said Stockholders and said Company desire to agree upon a plan of distribution among themselves of the assets of said Company; and

WHEREAS, it is necessary that all the debts of said Company be paid or adequately provided for;

CERTIFIED COPY

NOW, THEREFORE, the parties hereto do hereby agree as follows:

I. THE said Stockholders hereby elect and consent that the said Company shall wind up its affairs and voluntarily dissolve and they do hereby consent that the board of directors of said Company shall take all the necessary and proper steps and proceedings to accomplish that end.

II. THE said Stockholders agree that the real and personal property of said Company (excepting cash and notes secured by mortgages or deeds of trust) shall be distributed as follows:

TO Mary Stuart Center, Hugh S. Center, George David Center, Edmund A. Center, Nadine Bodge, Margaret L. Anderson, Jean A. Center, Helen C. Jones, or to their nominee or nominees, the real and personal property described in "Exhibit A" attached hereto, the said named grantees and transferees to take said property in undivided shares equal to their proportionate interests as shareholders in said The John Center Company unto the others.

TO Jennie W. Center the real property described in "Exhibit B" attached hereto;

TO Anita L. Spader the real property described in "Exhibit C" attached hereto;

TO May T. Morrison the real property described in "Exhibit D" attached hereto;

TO Charles W. Gompertz the real and personal property described in "Exhibit E" attached hereto.

III. THE parties hereto agree that there shall be assigned and transferred to Margaret E. Center, one of the creditors of said Company, all the notes owned by the Company and secured by mortgages or deeds of trust, in pro tanto satisfaction of the obligations due to her from said Company, and that she may accept said notes in such satisfaction at the face amount still due thereon.

IV. THE said Stockholders agree that upon there being tendered to them a deed from the Company conveying to them the real and personal property as hereinabove set forth they will pay to the Company in cash their pro rata share of the balance of the debts of the Company, such pro rata share to be determined by a fraction the numerator of which shall be the number of shares owned by each Stockholder, the denominator of which shall be 4,050, being the total number of shares of stock of said Company issued and outstanding.

V. THE Stockholders agree that this plan of distribution may be approved by a resolution of the Board of Directors of said Company and that such distribution as provided for shall be in complete satisfaction of their rights as such shareholders upon distribution and liquidation of the assets of said Company.

THE said Stockholders further agree that in event it is necessary to attach any revenue stamps to said deeds they will individually pay the cost thereof and that no expense shall attach to the Company by reason of the recordation of any of said deeds.

IN WITNESS WHEREOF, the said Company has executed this agreement by its officers thereunto duly authorized and affixed its corporate seal and the parties of the second part have executed this agreement, all the day and year first above written.

(Corp. Seal)

THE JOHN CENTER COMPANY

By CHARLES W. GOMPERTZ, President

By M. Z. QUINN, Secretary

Party of the First Part.

NUMBER OF SHARES OWNED

695 MARY STUART CENTER

5 HUGH STUART CENTER

155 GEORGE DAVID CENTER
By HUGH STEWART CENTER, His Attorney-in-Fact.

CERTIFIED COPY

39	EDMUND A. CENTER
39	NADINE BODGE By HUGH STEWART CENTER, Her Attorney-in-Fact
39	MARGARET L. ANDERSON By HUGH STEWART CENTER, Her Attorney-in-Fact
38	JEAN A. CENTER
(1010)	
39	HELEN C. JONES By HUGH STEWART CENTER
2647	CHARLES W. GOMPERTZ
101	MAY T. MORRISON
1	J. F. SHUMAN
50	ANITA L. SPADER
1	J. PAUL MILLER
200	JENNIE W. CENTER Per FREDERICK MAURER, Her Attorney-in-Fact
1	STUART F. SMITH
(3040)	
(1010)	
4050	

State of California)
) ss.
City and County of San Francisco)

ON this 4th day of June, in the year one thousand nine hundred and thirty-five, before me, Leontine E. Denson, a Notary Public, in and for the City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared Charles W. Gompertz and M. Z. Quinn, known to me to be the President and Secretary, respectively of The John Center Company, the corporation described in and that executed the within and attached instrument, and also known to me to be the persons who executed it on behalf of the corporation therein named, and they acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City and County of San Francisco, State of California, the day and year in this Certificate first above written.

(Seal) LEONTINE E. DENSON, Notary Public,
in and for the City and County of San Francisco, State of California.
My Commission expires Dec. 3, 1935.

Stete of California,)
) ss.
City and County of San Francisco)

ON this 4th day of June, in the year one thousand nine hundred and thirty-five, before me, Eugene P. Jones, a Notary Public, in and for the City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared May S. Morrison and J. F. Shuman, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the City and County of San Francisco, the day and year in this certificate first above written.

(Seal) EUGENE P. JONES, Notary Public,
in and for the City and County of San Francisco, State of California.

State of California,)
) ss.
City and County of San Francisco)

ON this 4th day of June, in the year one thousand nine hundred and thirty-five, before me, Lillian Ralston, a Notary Public, in and for the City and County of San Francisco,

 CERTIFIED COPY

State of California, residing therein, duly commissioned and sworn, personally appeared Stuart F. Smith, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in the City & County of San Francisco, the day and year in this certificate first above written.

(Seal) LILLIAN RALSTON, Notary Public,

in and for the City and County of San Francisco, State of California.

My Commission expires March 21, 1936.

EXHIBIT "A".

IN the City and County of San Francisco, State of California:

COMMENCING at a point formed by the intersection of the Westerly line of Folsom Street with the Northerly line of 16th Street, running thence Westerly along said Northerly line of 16th Street 245 feet to the Easterly line of Shotwell Street, thence at a right angle Northerly along said Easterly line of Shotwell Street 245 feet; thence at a right angle Easterly 245 feet to the Westerly line of Folsom Street, thence at a right angle Southerly along the Westerly line of Folsom Street 245 feet to the Northerly line of 16th Street and point of beginning. BEING a portion of Mission Block #33.

TOGETHER with all personal property, furniture, and fixtures located thereon and all leasehold interest.

EXHIBIT "B"

IN the City and County of San Francisco, State of California:

COMMENCING at a point formed by the intersection of the Southerly line of 16th Street with the Westerly line of Kansas Street, thence Westerly and along said Southerly line of 16th St., 150 feet; thence at a right angle Southerly 100 feet; thence at a right angle Easterly 150 feet; to the Westerly line of Kansas Street; thence at a right angle Northerly and along the said Westerly line of Kansas Street 100 feet to the Southerly line of 16th Street and point of beginning. BEING a portion of Potrero Nuevo Block #130.

COMMENCING at a point on the Easterly line of Shotwell Street distant thereon 321 feet 2 inches Northerly from the Northerly line of 24th Street, thence Northerly and along the Easterly line of Shotwell Street 45 feet 8 inches more or less to the center line of the Southern Pacific right-of-way, thence Northeasterly along the Center line of the Southern Pacific right-of-way 145 feet more or less to a point on a line drawn parallel to and distant 122 feet 6 inches Easterly from the Easterly line of Shotwell Street, thence Southerly and parallel with the Easterly line of Shotwell Street 100 feet more or less, to a point distant 338 feet ½ inch from the Northerly line of 24th Street, thence Southwesterly 123 feet 7 inches to the Easterly line of Shotwell Street and point of beginning.

BEING a portion of Mission Block #153.

EXHIBIT "C"

IN the City and County of San Francisco, State of California:

COMMENCING at a point formed by the intersection of the Southerly line of Alameda Street with the Westerly line of York Street, running thence Westerly along the Southerly line of Alameda Street 50 feet; thence at a right angle Southerly 100 feet; thence at a right angle Easterly 50 feet; and thence at a right angle Northerly 100 feet to the Southerly line of Alameda Street and point of beginning. BEING a portion of Potrero Nuevo Block #43.

CERTIFIED COPY

EXHIBIT "D"

IN the City and County of San Francisco, State of California:

COMMENCING at a point on the Easterly line of Bryant Street distant thereon 220 feet Southerly from the Southerly line of Alameda Street, running thence Southerly and along the said Easterly line of Bryant Street 80 feet; thence at a right angle Easterly 200 feet; to the Westerly line of York Street; thence Northerly and along the Westerly line of York Street 80 feet; and thence at a right angle Westerly 200 feet to the Easterly line of Bryant Street and point of beginning.

BEING a portion of Potrero Nuevo Block #43.

EXHIBIT "E"

IN the City and County of San Francisco, State of California:

COMMENCING at a point formed by the intersection of the Southerly line of Alameda Street with the Westerly line of Hampshire Street running thence Westerly along said line of Alameda Street 100 feet; thence at a right angle Southerly 150 feet; thence at a right angle Easterly 100 feet; and thence at a right angle Northerly along the Westerly line of Hampshire Street 150 feet to the point of beginning. BEING a portion of Potrero Nuevo Block #46.

COMMENCING at a point formed by the intersection of the Easterly line of Hampshire Street with the Northerly line of Mariposa Street running thence Easterly along said line of Mariposa Street 100 feet; thence at a right angle Northerly 100 feet; thence at a right angle Westerly 100 feet; and thence at a right angle Southerly along the Easterly line of Hampshire Street 100 feet to the point of commencement.

BEING a portion of Potrero Nuevo Block #64.

COMMENCING at a point formed by the intersection of the Easterly line of Potrero Avenue with the Northerly line of 19th Street running thence Northerly along Potrero Avenue 300 feet; thence at a right angle Easterly 100 feet; thence at a right angle Southerly 75 feet; thence at a right angle Easterly 100 feet; to Utah Street, thence at a right angle Southerly along Utah Street 225 feet; and thence at a right angle Westerly along Nineteenth Street 200 feet to Potrero Avenue and the point of beginning.

BEING a portion of Potrero Nuevo Block #75.

COMMENCING at a point formed by the intersection of the Easterly line of Potrero Avenue with the Southerly line of Nineteenth Street, running thence Southerly along Potrero Avenue 542 feet; thence at a right angle Easterly 200 feet; to Utah Street, thence at a right angle Northerly along Utah Street 542 feet to Nineteenth Street; and thence at a right angle Westerly along Nineteenth Street 200 feet to Poterro Avenue and the point of beginning.

BEING all of Potrero Nuevo Block #76 and portions of Potrero Nuevo Blocks #77/78.

COMMENCING at a point formed by the intersection of the Northerly line of 17th St., with the Westerly line of Kansas Street running thence Northerly along the Westerly line of Kansas Street 85 feet; thence at a right angle Westerly 100 feet; thence at a right angle Southerly 85 feet; to 17th Street, and thence at a right angle Easterly along the Northerly line of 17th Street 100 feet to the point of beginning.

BEING a portion of Potrero Nuevo Block #130.

COMMENCING at a point formed by the intersection of the Southerly line of 18th St. with the Easterly line of De Haro Street running thence Southerly along De Haro Street 400 feet; to the Northerly line of 19th Street, thence at a right angle Easterly along 19th Street 200 feet; to the Westerly line of Carolina Street, thence at a right angle Northerly 400 feet; to the Southerly line of 18th Street, and thence at a right angle Westerly 200 feet; to the Easterly line of De Haro Street and point of beginning. All of

 CERTIFIED COPY

Potrero Nuevo Block #175.

COMMENCING at a point formed by the intersection of the Southerly line of 18th St., with the Easterly line of Carolina Street running thence Southerly along the Easterly line of Caroline Street 400 feet; to 19th Street, thence at a right angle Easterly 135 feet 9 inches to a point distant 64 feet 3 inches Westerly from the Westerly line of Wisconsin Street, running thence Northeasterly 158 feet 3 inches to a point on the Westerly line of Wisconsin Street distant 144 feet 8 inches Northerly, from the Northerly line of 19th Street running thence Northerly along the Western line of Wisconsin Street 255 feet 4 inches to the Southerly line of 18th Street; and thence at a right angle Westerly 200 feet to the Easterly line of Carolina Street and the point of beginning.

BEING a portion of Potrero Nuevo Block #198.

COMMENCING at a point formed by the intersection of the Northerly line of 25th St. with the Easterly line of Connecticut St., running thence Easterly along 25th Street 200 feet; to Missouri Street, thence at a right angle Northerly along Missouri Street 349 feet 10 inches; thence at a right angle Westerly 200 feet to Connecticut Street; and thence at a right angle Southerly along Connecticut Street 349 feet 10 inches to the Northerly line of 25th Street and point of beginning. BEING a portion of Potrero Nuevo Block #252.

COMMENCING at a point formed by the intersection of the Northerly line of 25th St., with the Westerly line of Minnesota St., running thence Northerly along Minnesota Street 381 feet; thence at a right angle Westerly 200 feet; to Indiana Street, thence at a right angle Southerly 381 feet; to 25th Street, thence at a right angle Easterly 200 feet; along 25th Street to Minnesota Street and point of beginning. BEING a portion of Potrero Nuevo Block #360.

COMMENCING at a point formed by the intersection of the Southerly line of 24th Street with the Westerly line of Tennessee Street running thence Southerly along Tennessee Street 200 feet; thence at a right angle Westerly 200 feet, to Minnesota Street, thence at a right angle Northerly 200 feet, to 24th Street, and thence at a right angle Easterly along 24th Street 200 feet to Tennessee Street, and the point of beginning. BEING a portion of Potrero Nuevo Block #369.

COMMENCING at a point formed by the intersection of the Northerly line of 17th Street with the Westerly line of Shotwell Street running thence Northerly along said line of Shotwell Street 420 feet; thence at a right angle Westerly 74 feet 6 inches; thence at a right angle Southerly 420 feet, to 17th Street, and thence at a right angle Easterly along 17th Street 74 feet, 6 inches, and point of beginning. BEING a portion of Mission Block #42.

COMMENCING at a point on the Easterly line of Folsom St. distant thereon 165 feet Southerly from the Southerly line of 16th Street, running thence Southerly along said line of Folsom Street 35 feet; thence at a right angle Easterly 131 feet; thence at a right angle Northerly 35 feet, and thence at a right angle Westerly 131 feet, to the Easterly line of Folsom Street, and point of beginning. BEING a portion of Mission Block #49.

COMMENCING at a point distant 260 feet Northerly from the Northerly line of 23rd Street and 122 feet 6 inches Westerly from the Westerly line of Harrison Street, running thence Northerly and parallel with Harrison Street 25 feet, to the Southern Pacific right-of-way, thence South Westerly and along the Southern Pacific right-of-way 32 feet, to a point distant 105 feet Easterly from the Easterly line of Treat Avenue and 260 feet Northerly from the Northerly line of 23rd Street, and thence Easterly and parallel with 23rd Street 17 feet 6 inches to the point of beginning. BEING a portion of Mission Block #139.

CERTIFIED COPY

Pescadero Ranch, San Mateo County:

80 Acres East ½ S.E. ¼, Section 7, Township 8 South, Range 4 West.

160 Acres South ½ of S.½ of Section 8, Township 8 South, Range 4 West.

160 Acres N.W.¼ of N.E.¼; N.½ of N.W.¼; S.W.¼ of N.W.¼ of Section 17, Township 8 South, Range 4 West.

145 Acres E.½ of N.E.¼, Section 18 Township 8 South, Range 4 West, and Lots 1, 2, 3 and 5.

160 Acres S.W.¼ of Section 20, Township 8 South, Range 4 West, of Sunnyside School District, San Mateo County, State of California.

365.76 Acres of N. ½, Lots 1, 2, 3 and 4, Section 13, Township 8 South, Range 5, West.

3 Acres along East line of Section 14, Township 8 South, Range 5 West, Pescadero School District, San Mateo County, State of California.

1,073.76 Acres.

TOGETHER with all the personal property of every kind, nature, and description belonging to said The John Center Company or in which it has any interest, save and except the notes secured by mortgages or deeds of trust, and save and except the personal property located in or upon Exhibit "A" and any leasehold interest appertaining to the real property described in said Exhibit "A".

Recorded at request of Title I. & G. Co., Jun. 5, 1935, at 30 min. past 8 A.M.

No. J 51113 Fee $6.60 Fol. 47

Compared--Book Compared--Document

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B. BLACK & SONS)
WITH)
JOHN R. STOCKETT)

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of June, 1935, by and between B. BLACK & SONS, a copartnership, of the City of Los Angeles, County of Los Angeles, State of California, known and hereinafter designated and referred to as the party of the first part, and JOHN R. STOCKETT, of the City and County of San Francisco, State of California, known and hereinafter designated and referred to as the party of the second part,

WITNESSETH: That whereas, during the month of February, 1935, the said parties of the first and second part had an oral understanding concerning the employment of said party of the second part on certain commissions, wherein and whereby said party of the second part would operate, manage and conduct a branch for said party of the first part at No. 12 Geary Street, City and County of San Francisco, State of California; and

WHEREAS, the said parties of the first and second part are desirous of terminating all of the understandings and agreements under which they were operating as aforesaid, save and except the agreement of indemnity of certain escrow instructions made and executed on the 14th day of February 1935, known as escrow Number 4683, wherein and whereby John R. Stockett and Alice M. Stockett have deposited certain securities as collateral to indemnify the said party of the first part as outlined in said escrow instructions; with the exception of the said collateral agreement and escrow instructions herein referred to, all other agreements between said respective parties are hereby cancelled, and are null and void, and that the said collateral herein referred to is to remain in full force and effect to indemnify the said party of the first part for any and all credit or credits and any and all stipulations,

CERTIFIED COPY

This is a true certified copy of the record
if it bears the seal, imprinted in purple ink
of the Assessor-Recorder

SEP 18 2026

JOAQUÍN TORRES

ASSESSOR - RECORDER
SAN FRANCISCO COUNTY CALIFORNIA
BY

Jin Zhu

EXHIBIT F-2

CERTIFIED COPY

Filed & recorded at request of Bank of America April 16, 1934 at 33 min. past 3 P. M.

No. I 42593. Fee $1.00. Fol. 2.

Compared-- Book, Mund Compared-- Document, Mosher

NOTICE OF NON-RESPONSIBILITY)
BY) NOTICE OF NON-RESPONSIBILITY.
PRIOR INVESTMENT COMPANY)

TO WHOM IT MAY CONCERN: Notice is hereby given that I am an officer, to-wit: the President of PRIOR INVESTMENT COMPANY, a California corporation, and I make this affidavit for and on its behalf; that said corporation is the owner of those certain premises known as No. 1132 Market Street, San Francisco, California; that said corporation and your affiant have obtained knowledge that the building situate on said premises is about to be altered, both as to the front portion thereof and the walls within the same, the exact nature of which repairs are unknown to your affiant; that your affiant first learned that said repairs and alterations were being made on the 12th day of April, 1934, and that said corporation will not be responsible for the alterations and repairs or for the materials or labor used or to be used therein, or for any work done upon said building or additions thereto now upon said land, or for any work heretofore performed or materials furnished or used in any manner or way upon said premises or additions thereto, or which may hereafter be furnished or performed or used upon said building or additions thereto; that the alterations are being made upon said building by JOHN BRUSA and JOE HEVIA, and that said persons are Lessees of said premises under a Lease from said Prior Investment Company.

(Corp. Seal) PRIOR INVESTMENT COMPANY,
By TONEY PRIOR its President.

State of California)
) ss.
City and County of San Francisco)

Toney Prior, being first duly sworn, deposes and says:

THAT he is an officer, to-wit: the President of Prior Investment Company, a corporation; that he makes this verification for and on its behalf; that he has read the foregoing affidavit and notice on non-responsibility and knows the contents thereof, and the same is true of his own knowledge.

TONEY PRIOR.

SUBSCRIBED and sworn to before me this 16_ day of April, 1934.

(Seal) EDITH MORRISON Notary Public
in and for the City and County of San Francisco, State of California.

MY commission expires January 10, 1937.

Recorded at request of Owner April 16, 1934 at 20 min. past 4 P. M.

No. I 42600. Fee $1.00. Fol. 6.

Compared-- Book, Mund Compared-- Document, Mosher

THE JOHN CENTER COMPANY)
TO)
DUNCAN ONEAL)

THIS INDENTURE, made this 15th day of February, 1934, between THE JOHN CENTER COMPANY, a corporation organized and doing business under the laws of the State of California, and having its principal place of business in the City and County of San Francisco, the party of the first part, and DUNCAN ONEAL, the party of the second part,

CERTIFIED COPY

WITNESSETH: That the said party of the first part, in consideration of the sum of TEN AND 00/100 DOLLARS ($10.00), lawful money of the United States of America, to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged does by these presents grant, bargain and sell unto the said party of the second part, and to his heirs and assigns forever, all that certain lot, piece or parcel of land situate in the City and County of San Francisco, State of California, and bounded and described as follows, to-wit:

COMMENCING at a point formed by the intersection of the Westerly line of Folsom Street with the Northerly line of 16th Street, and running thence Westerly along said Northerly line of 16th Street 245 feet to the Easterly line of Shotwell Street, thence at a right angle Northerly along said Easterly line of Shotwell Street 245 feet; thence at a right angle Easterly 245 feet to the Westerly line of Folsom Street; thence at a right angle Southerly along the Westerly line of Folsom Street 245 feet to the Northerly line of 16th Street and point of beginning. Being a portion of Mission Block #33.

AND also all personal property, furniture and fixtures located in or upon said above described property and all leasehold interest therein.

TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD the said premises, together with the appurtenances, unto the said party of the second part, and to his heirs and assigns forever.

IN WITNESS WHEREOF, the party of the first part, by its President and Secretary thereunto duly authorized by resolution of its Board of Directors, has caused its corporate name to be hereunto subscribed and its corporate seal to be hereunto affixed the day and year first above written.

(Corp. Seal)

THE JOHN CENTER COMPANY,
By CHAS. W. GOMPERTZ, President,
By M. Z. QUINN, Secretary.

State of California,)
) ss.
City and County of San Francisco)

ON this 15th day of February in the year one thousand nine hundred and thirty-four, before me, W. W. Healey, a Notary Public in and for the said City and County, residing therein, duly commissioned and sworn, personally appeared Chas. W. Gompertz and M. Z. Quinn known to me to be the President and Secretary respectively of The John Center Company the corporation described in and that executed the within instrument, and duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in said City and County of San Francisco, the day and year in this certificate first above written.

(Seal)

W. W. HEALEY Notary Public,
in and for the said City and County of San Francisco, State of California.

MY commission expires August 29, 1937.

Recorded at request of Grantee April 18, 1934 at 49 min. past 11 A. M.

No. I 42999. Fee $1.20. Fol. 8.

Compared-- Book, Mosme. Compared-- Document, Mm.

TMTMTMT

CERTIFIED COPY

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This is a true certified copy of the record
if it bears the seal, imprinted in purple ink
of the Assessor-Recorder

SEP 18 2026

JOAQUÍN TORRES

ASSESSOR - RECORDER
SAN FRANCISCO COUNTY CALIFORNIA
BY _____
Jin Zhu

EXHIBIT F-3

CERTIFIED COPY

State of California, a resident thereof at said time, and that on the 12th day of July, 1927, said petitioner and ERWIN C. RUDDICK, her husband, now deceased, acquired title to the real property described in said petition and hereinafter in this decree described, under a certain joint tenancy deed executed by JAMES E. DUNN and LENA S. DUNN, his wife, dated July 12, 1927, and thereafter duly recorded in the office of the Recorder of the City and County of San Francisco, State of California, on the 28th day of July, 1927, in Liber 1502 of Official Records, at Page 291.

THAT said deed conveyed said real property to ERWIN C. RUDDICK and AGNES RUDDICK, his wife, the parties hereinabove referred to, in joint tenancy with the right of survivorship. The interest of said ERWIN C. RUDDICK is by reason of said death as aforesaid, extinguished.

AND IT FURTHER APPEARING that WM. A. BREEN, the duly appointed inheritance tax appraiser in the above entitled proceeding has rendered certain services herein, and that the sum of $5.00 is a reasonable fee for his said services.

IT IS THEREFORE ORDERED that said WM. A. BREEN be paid the said sum of $5.00 for his services herein as inheritance tax appraiser.

THAT the land herein referred to is described as follows:

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

COMMENCING at a point on the Southwesterly line of Girard Street, distant thereon one hundred and seventy-five (175) feet Northwesterly from the point formed by the intersection of the said Southwesterly line of Girard Street with the Northwesterly line of Woolsey Street, running thence Northwesterly along the said Southwesterly line of Girard Street twenty-five (25) feet, thence at a right angle Southwesterly one hundred and twenty (120) feet, thence at a right angle Southeasterly twenty-five (25) feet and thence at a right angle Northeasterly one hundred and twenty (120) feet to the Southwesterly line of Girard Street and the point of commencement.

BEING Lot Number 16 Block Number 10, University Mound Survey Assn.

DATED: December 9th, 1935.

DANIEL C. DEASY, Judge of the Superior Court.

ENDORSED: Filed Dec.9,1935, H.I.MULCREVY, Clerk. By J.M.CUMMINS, Deputy Clerk.

State of California,)
City and County of San Francisco.) ss.

I, H. I. Mulcrevy, County Clerk of the City and County of San Francisco, State of California, and ex-officio Clerk of the Superior Court, in and for said City and County.

HEREBY CERTIFY, the foregoing to be a full, true and correct copy of the original Decree in the above entitled cause, filed in my office on the 9_ day of December A.D.1935.

ATTEST my hand and seal of said Court this 9_ day of December A.D. 1935.

(Seal)

H. I. MULCREVY, Clerk
By J. M. CUMMINS, Deputy Clerk

Recorded at request of R. L. Husted, Dec.9,1935, at 15 min.past 12 M.

No. K25015 Fee $1.40 Fol.10

Compared-Book: Compared-Document:

FGFGFGFGFGFGFGFGFGFGFGFGFGFGFGFGFGFGFGFGFGFGFGFGFGFGFGFGFGFGFGFGFGFGFG

THE JOHN CENTER CO.,)
)
TO)
)
JENNIE W. CENTER.)

THIS INDENTURE, made this 15th day of February, 1934, between THE JOHN CENTER COMPANY, a corporation organized and doing business under the laws of the State of California, and having its principal place of business in the City and County of San Francisco, the party of the first part, and JENNIE W. CENTER, the party of the second part;

CERTIFIED COPY

WITNESSETH: That the said party of the first part, in consideration of the sum of TEN AND 00/100 DOLLARS ($10.00), lawful money of the United States of America, to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, and sell unto the said party of the second part, and to her heirs and assigns forever, all those certain lots, pieces, or parcels of land situate in the City and County of San Francisco, State of California, and bounded and described as follows, to wit:

COMMENCING at a point formed by the intersection of the Southerly line of 16th Street with the Westerly line of Kansas Street, thence Westerly and along said Southerly line of 16th St., 150 feet; thence at a right angle Southerly 100 feet; thence at a right angle Easterly 150 feet; to the Westerly line of Kansas Street; thence at a right angle Northerly and along the said Westerly line of Kansas Street 100 feet to the Southerly line of 16th Street and point of beginning.

BEING a portion of Potrero Nuevo Block #130.

COMMENCING at a point on the Easterly line of Shotwell Street distant thereon 321 feet 2 inches Northerly from the Northerly line of 24th Street, thence Northerly and along the Easterly line of Shotwell Street 45 feet 8 inches more or less to the center line of the Southern Pacific right-of-way, thence Northeasterly along the center line of the Southern Pacific right-of-way 145 feet more or less to a point on a line drawn parallel to and distant 122 feet 6 inches Easterly from the Easterly line of Shotwell Street, thence Southerly and parallel with the Easterly line of Shotwell Street 100 feet more or less to a point distant 338 feet ½ inch from the Northerly line of 24th Street, thence Southwesterly 123 feet 7 inches to the Easterly line of Shotwell Street and point of beginning.

BEING a portion of Mission Block #153.

TOGETHER with the tenements, hereditaments, and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof.

TO HAVE AND TO HOLD the said premises, together with the appurtenances, unto the said party of the second part, and to her heirs and assigns forever.

IN WITNESS WHEREOF, the party of the first part, by its President and Secretary thereunto duly authorized by resolution of its Board of Directors, has caused its corporate name to be hereunto subscribed and its corporate seal to be hereunto affixed, the day and year first above written.

(Corp.Seal) THE JOHN CENTER COMPANY
By CHAS. W. GOMPERTZ, President
By M. Z. QUINN, Secretary.

State of California,)
City and County of San Francisco.) ss.

On this 15th day of February in the year one thousand nine hundred and thirty-four, before me, W. W. Healey, a Notary Public in and for the said City and County, residing therein, duly commissioned and sworn, personally appeared Chas. W. Gompertz and M.Z.Quinn, known to me to be the President and Secretary respectively of The John Center Company, the corporation described in and that executed the within instrument, and duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in said City and County of San Francisco, the day and year in this certificate first above written.

(Seal) W. W. HEALEY, Notary Public
in and for the said City and County of San Francisco, State of California.
My commission expires August 29, 1937.

CERTIFIED COPY

Recorded at request of Jannie W. Center, Dec. 9, 1935, at 10 min. past 1 P.M.

No. K25020 Fee $1.20 Fol. 8

Compared-Book: Compared-Document:

FCFCFCF

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This is a true certified copy of the record
if it bears the seal, imprinted in purple ink
of the Assessor-Recorder

SEP 18 2026

JOAQUÍN TORRES

ASSESSOR - RECORDER
SAN FRANCISCO COUNTY CALIFORNIA
BY _____

Jin Zhu

EXHIBIT F-4

CERTIFIED COPY

State of California)
City and County of San Francisco) ss.

ON this 6th day of February A.D. one thousand nine hundred and thirty-four, before me, Anne F.Swift, a Notary Public in and for said City and County of San Francisco, residing therein, duly commissioned and sworn, personally appeared Parker S.Maddux, known to me to be the President of the Corporation that executed the within instrument, and to be the officer who executed the said instrument on behalf of the said Corporation therein named, and acknowledged to me that said Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed my Official Seal, the day and year last above written.

(Seal) ANNE F. SWIFT, Notary Public

in and for the City and County of San Francisco, State of California.

My Commission will expire July 3, 1937

Recorded at request of Cal.Pac.T. & T.Co. Mar. 7, 1934 at 30 min.past 8 A.M.

NO. I 36075 Fee $1.10 Fol. 5

Compared--Book E. Sullivan Compared --Document [illegible]

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CERTIFIED COPY

State of California)
City and County of San Francisco) ss.

ON this 15th day of February, in the year one thousand nine hundred and thirty-four, before me, W.W.Healey, a Notary Public in and for the said City and County, residing therein, duly commissioned and sworn, personally appeared Chas. W.Gompertz and M.Z.Quinn, known to me to be the President and Secretary respectively of The John Center Company, the Corporation described in and that executed the within instrument, and duly acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in said City and County of San Francisco, the day and year in this certificate first above written.

(Seal) W.W.HEALEY, Notary Public
in and for the said City and County of San Francisco, State of California.

My Commission expires August 29, 1937

Recorded at request of Morrison, et al, Mar. 7, 1934 at 10 min.past 9 A.M.

NO. I 36080 Fee $1.20 Fol. 8

Compared--Book E. Sullivan Compared -Document Power

PCPCPCP

CERTIFIED COPY

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of the Assessor-Recorder

SEP 18 2026

JOAQUÍN TORRES

ASSESSOR - RECORDER
SAN FRANCISCO COUNTY CALIFORNIA
BY _____

Jin Zhu

EXHIBIT F-5

CERTIFIED COPY

NOW THEREFORE, Northern Counties Title Insurance Company, as Trustee under said deed of trust, does hereby consent to the revocation of the appointment of Northern Counties Title Insurance Company, as Trustee under said Deed of Trust, and to the appointment of said Henry Horn, in place thereof, as such trustee, and does hereby grant, convey and transfer unto Henry Horn, as such substituted trustee, all the estate and interest of said Northern Counties Title Insurance Company, as trustee under said deed of trust, in the premises therein described, reference being hereby specifically made to said deed of trust and the record thereof for a particular description of said premises.

IN WITNESS WHEREOF, said Northern Counties Title Insurance Company has caused these presents to be executed this 19th day of February, 1934.

(Corp. Seal) NORTHERN COUNTIES TITLE INSURANCE COMPANY, Trustee
By WM. L. GOVAN, Manager.
By ALEX KEDDIE, Secretary.

State of California,)
City and County of San Francisco.) ss

ON this 19th day of February, 1934, before me, James J. Sullivan, a Notary Public, in and for the said City and County, residing therein, duly commissioned and sworn, personally appeared Wm. L. Govan and Alex Keddie, known to me to be the Manager and Secretary, respectively of Northern Counties Title Insurance Company, the corporation described in and that executed the within instrument, and also known to me to be the persons who executed it on behalf of the corporation therein named, and they acknowledged to me that such corporation executed the same, as trustee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the City and County of San Francisco, the day and year in this certificate first above written.

(Seal) JAMES J. SULLIVAN, Notary Public,
In and for the City and County of San Francisco, State of California.

RECORDED at request of A. C. Lackenbach, Mar. 1,1934, at 43 min.past 4 P.M.
No. I 35123. Fee $1.30 Fol.8.
Compared--Book Mund Compared--Document. Conniff

THE JOHN CENTER CO.)
TO)
MAY T. MORRISON.)

THIS INDENTURE, made this 15th day of February, 1934, between THE JOHN CENTER COMPANY, a corporation organized and doing business under the laws of the State of California, and having its principal place of business in the City and County of San Francisco, the party of the first part, and MAY T. MORRISON, the party of the second part;

WITNESSETH: That the said party of the first part in consideration of the sum of TEN AND 00/100 DOLLARS ($10.00) lawful money of the United States of America, to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, and sell unto the said party of the second part, and to her heirs and assigns forever, all that certain lot, piece or parcel of land situate in the City and County of San Francisco, State of California, and bounded and described as follows, to-wit:

COMMENCING at a point on the Easterly line of Bryant Street, distant thereon 220 feet, Southerly from the Southerly line of Alameda Street; running thence Southerly and along the said Easterly line of Bryant Street 80 feet; thence at a right angle Easterly 200 feet; to the Westerly line of York Street; thence Northerly and along the Westerly line of York Street 80 feet; and thence at a right angle Westerly 200 feet to the Easterly line of Bryant Street and point of beginning.

BEING a portion of Potrero Nuevo Block #43.

TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging

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or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, the said premises, together with the appurtenances, unto the said party of the second part, and to her heirs and assigns forever.

IN WITNESS WHEREOF, the party of the first part, by its President and Secretary thereunto duly authorized by resolution of its Board of Directors, has caused its corporate name to be hereunto subscribed and its corporate seal to be hereunto affixed, the day and year first above written.

(Corp.Seal) THE JOHN CENTER COMPANY,
By CHAS. W. COMPERTZ, President.
By M. Z. QUINN, Secretary.

State of California,)
City and County of San Francisco.) ss

ON this 15th day of February, in the year one thousand nine hundred and thirty-four, before me, W.W. Healey, a Notary Public, in and for the said City and County, residing therein, duly commissioned and sworn, personally appeared Chas. W. Compertz and M. Z. Quinn, known to me to be the President and Secretary, respectively of The John Center Company, the corporation described in and that executed the within instrument, and duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in said City and County of San Francisco, the day and year in this certificate first above written.

(Seal) W. W. HEALEY, Notary Public,
In and for the said City and County of San Francisco, State of California.
My commission expires August 29, 1937.

RECORDED at request of Grantee, Mar. 1,1934, at 44 min.past 4 P.M.
No. I 35124. Fee $1.10 Fol. 7.
Compared--Book Mund Compared--Document. Commiff

CORPORATION OF AMERICA, Tr.,)

TO)

GIUSEPPE NOERO & WIFE.)

KNOW ALL MEN BY THESE PRESENTS: Whereas, the indebtedness to be paid secured by the deed of trust made, executed and delivered on April 22, 1929, by GIUSEPPE NOERO and MADELINE NOERO, his wife, to NATIONAL BANKITALY COMPANY, as Trustee for BANK OF ITALY NATIONAL TRUST AND SAVINGS ASSOCIATION, as Beneficiary, which deed of trust was recorded on May 8, 1929, in the office of the County Recorder of City and County of San Francisco, State of California, in 1851 of Official Records, at Page 381 et seq., has been fully paid; and

WHEREAS, Corporation of America, is now the Trustee under said deed of trust.

NOW THEREFORE, the Corporation of America, a corporation, as said Trustee does hereby grant, remise, release and reconvey to the person or persons legally entitled thereto, all the estate and interest derived to it, by or through said deed of trust, in the lands therein described, together with the appurtenances; special reference being hereby made to said Deed of Trust and the record thereof, for a particular description of said lands.

IN WITNESS WHEREOF, said Corporation of America, as such Trustee, has caused these presents to be executed by an officer, to-wit: D.J. Franco, Assistant Cashier of the Bank of America National Trust and Savings Association, and ex-officio agent of said Corporation of America, by virtue of a resolution of the Board of Directors of said Corporation heretofore recorded in the aforesaid County. Dated: February 28, 1934.

(_) CORPORATION OF AMERICA, a corporation, Trustee.
By D. J. FRANCO, Its Agent.

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This is a true certified copy of the record
if it bears the seal, imprinted in purple ink
of the Assessor-Recorder

SEP 18 2026

JOAQUÍN TORRES

ASSESSOR - RECORDER
SAN FRANCISCO COUNTY CALIFORNIA
BY _____
Jin Zhu

EXHIBIT F-6

CERTIFIED COPY

ENTERED in Minute Book, Vol. No. 21 at page 180 on February 16, 1934.

I CERTIFY that the above is a true and correct abstract of the judgment entered in the above entitled case.

DATE of issuance of this abstract Feb. 28, 1934.

(Seal) ROBERT W. DENNIS, Clerk of Municipal Court, of the City and County of San Francisco, State of California.

By J.H. MORAN, Deputy Clerk.

FILED & RECORDED at request of Plaintiff Feb. 28, 1934, at 8 min. past 10 A.M.

No. I-34748 Fee $1.00 Fol. 2

Compared-Book, Compared-Document,

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THE JOHN CENTER COMPANY)
TO)
C.W. GOMPERTZ)

THIS INDENTURE, made this 15th day of February, 1934, between THE JOHN CENTER COMPANY, a corporation organized and doing business under the laws of the State of California, and having its principal place of business in the City and County of San Francisco, the party of the first part, and CHARLES W. GOMPERTZ, the party of the second part;

WITNESSETH: THAT the said party of the first part, in consideration of the sum of TEN AND 00/100 DOLLARS ($10.00), lawful money of the United States of America, to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, and sell unto the said party of the second part, and to his heirs and assigns forever, all those certain lots, pieces, or parcels of land situate in the City and County of San Francisco, State of California, and bounded and described as follows, to-wit:

COMMENCING at a point formed by the intersection of the Southerly line of Alameda Street with the Westerly line of Hampshire Street running thence Westerly along said line of Alameda Street 100 feet; thence at a right angle Southerly 150 feet; thence at a right angle Easterly 100 feet; and thence at a right angle Northerly along the Westerly line of Hampshire Street 150 feet to the point of beginning.

BEING a portion of Potrero Nuevo Block #46.

COMMENCING at a point formed by the intersection of the Easterly line of Hampshire Street with the Northerly line of Mariposa Street running thence Easterly along said line of Mariposa Street 100 feet; thence at a right angle Northerly 100 feet; thence at a right angle Westerly 100 feet; and thence at a right angle Southerly along the Easterly line of Hampshire Street 100 feet to the point of commencement.

BEING a portion of Potrero Nuevo Block #64.

COMMENCING at a point formed by the intersection of the Easterly line of Potrero Avenue with the Northerly line of 19th Street running thence Northerly along Potrero Avenue 300 feet; thence at a right angle Easterly 100 feet; thence at a right angle Southerly 75 feet; thence at a right angle Easterly 100 feet; to Utah Street, thence at a right angle Southerly along Utah Street 225 feet; and thence at a right angle Westerly along Nineteenth Street 200 feet to Potrero Avenue and the point of beginning.

BEING a portion of Potrero Nuevo Block #75.

COMMENCING at a point formed by the intersection of the Easterly line of Potrero Avenue with the Southerly line of Nineteenth Street, running thence Southerly along Potrero Avenue 542 feet; thence at a right angle Easterly 200 feet; to Utah Street, thence at a right angle Northerly along Utah Street 542 feet to Nineteenth Street; and thence at a

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right angle Westerly along Nineteenth Street 200 feet to Potrero Avenue and the point of beginning.

BEING all of Potrero Nuevo Block #76 and portions of Potrero Nuevo Blocks #77,78.

COMMENCING at a point formed by the intersection of the Northerly line of 17th St., with the Westerly line of Kansas Street running thence Northerly along the Westerly line of Kansas Street 85 feet; thence at a right angle Westerly 100 feet; thence at a right angle Southerly 85 feet; to 17th Street, and thence at a right angle Easterly along the Northerly line of 17th Street 100 feet to the point of beginning.

BEING a portion of Potrero Nuevo Block #130.

COMMENCING at a point formed by the intersection of the Southerly line of 18th St., with the Easterly line of De Haro Street running thence Southerly along De Haro Street 400 feet; to the Northerly line of 19th Street, thence at a right angle Easterly along 19th Street 200 feet; to the Westerly line of Carolina Street, thence at a right angle Northerly 400 feet; to the Southerly line of 18th Street, and thence at a right angle Westerly 200 feet; to the Easterly line of De Haro Street and point of beginning.

All of Potrero Nuevo Block #175.

COMMENCING at a point formed by the intersection of the Southerly line of 18th St., with the Easterly line of Carolina Street running thence Southerly along the Easterly line of Carolina Street 400 feet; to 19th Street, thence at a right angle Easterly 135 feet 9 inches to a point distant 64 feet 3 inches Westerly from the Westerly line of Wisconsin Street, running thence Northeasterly 158 feet 3 inches to a point on the Westerly line of Wisconsin Street distant 144 feet 8 inches Northerly, from the Northerly line of 19th Street running thence Northerly along the Western line of Wisconsin Street 255 feet 4 inches to the Southerly line of 18th Street; and thence at a right angle Westerly 200 feet to the Easterly line of Carolina Street and the point of beginning.

BEING a portion of Potrero Nuevo Block #198.

COMMENCING at a point formed by the intersection of the Northerly line of 25th Street, with the Easterly line of Connecticut St., running thence Easterly along 25th Street 200 feet; to Missouri Street, thence at a right angle Northerly along Missouri Street 349 feet 10 inches; thence at a right angle Westerly 200 feet to Connecticut Street; and thence at a right angle Southerly along Connecticut Street 349 feet 10 inches to the Northerly line of 25th Street and point of beginning.

BEING a portion of Potrero Nuevo Block #252.

COMMENCING at a point formed by the intersection of the Northerly line of 25th St., with the Westerly line of Minnesota St., running thence Northerly along Minnesota Street 381 feet; thence at a right angle Westerly 200 feet; to Indiana Street, thence at a right angle Southerly 381 feet; to 25th Street, thence at a right angle Easterly 200 feet; along 25th Street to Minnesota Street and point of beginning.

BEING a portion of Potrero Nuevo Block #360.

COMMENCING at a point formed by the intersection of the Southerly line of 24th Street with the Westerly line of Tennessee Street running thence Southerly along Tennessee Street 200 feet; thence at a right angle Westerly 200 feet; to Minnesota Street, thence at a right angle Northerly 200 feet, to 24th Street, and thence at a right angle Easterly along 24th Street 200 feet, to Tennessee Street, and the point of beginning.

BEING a portion of Potrero Nuevo Block #369.

COMMENCING at a point formed by the intersection of the Northerly line of 17th Street with the Westerly line of Shotwell Street running thence Northerly along said line of Shotwell Street 420 feet; thence at a right angle Westerly 74 feet 6 inches; thence at a

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right angle Southerly 420 feet, to 17th Street, and thence at a right angle Easterly along 17th Street 74 feet, 6 inches, and point of beginning.

BEING a portion of Mission Block #42.

COMMENCING at a point on the Easterly line of Folsom St. distant thereon 165 feet Southerly from the Southerly line of 16th Street running thence Southerly along said line of Folsom Street 35 feet; thence at a right angle Easterly 131 feet; thence at a right angle Northerly 35 feet, and thence at a right angle Westerly 131 feet, to the Easterly line of Folsom Street, and point of beginning.

BEING a portion of Mission Block #49.

COMMENCING at a point distant 260 feet Northerly from the Northerly line of 23rd Street and 122 feet 6 inches Westerly from the Westerly line of Harrison Street running thence Northerly and parallel with Harrison Street 25 feet, to the Southern Pacific right-of-way, thence Southwesterly and along the Southern Pacific right-of-way 32 feet, to a point distant 105 feet Easterly from the Easterly line of Treat Avenue and 260 feet Northerly from the Northerly line of 23rd Street, and thence Easterly and parallel with 23rd Street 17 feet 6 inches to the point of beginning.

BEING a portion of Mission Block #139.

AND ALSO all other property, both real and personal, of every kind, nature and description belonging to said The John Center Company, or in which it has any interest and wheresoever situate, save and except the promissory notes payable to said The John Center Company and secured by mortgages or deeds of trust, and save and except the personal property situated on the real property of The John Center Company at the Northwest corner of 16th and Folsom Streets.

TOGETHER with the tenements, hereditaments, and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD the said premises, together with the appurtenances, unto the said party of the second part, and to his heirs and assigns forever.

IN WITNESS WHEREOF, the party of the first part, by its President and Secretary thereunto duly authorized by resolution of its Board of Directors, has caused its corporate name to be hereunto subscribed and its corporate seal to be hereunto affixed, the day and year first above written.

(Corp. Seal) THE JOHN CENTER COMPANY,

By CHARLES W. GOMPERTZ, President.

By M.Z. QUINN, Secretary.

State of California)
) ss.
City and County of San Francisco)

On this 15th day of February in the year one thousand nine hundred and thirty-four before me, W.W. Healey, a Notary Public in and for the said City and County, residing therein, duly commissioned and sworn, personally appeared Charles W. Gompertz and M.Z. Quinn known to me to be the President and Secretary, respectively, of The John Center Company, the corporation described in and that executed the within instrument, and duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in said City and County of San Francisco, the day and year in this Certificate first above written.

(Seal) W.W. HEALEY, Notary Public
in and for the said City and County of San Francisco, State of California.
My Commission expires August 29, 1937.

Recorded at request of Morrison, et al. Feb. 28, 1934, at 9 min. past 10 A.M.
No. I-34749 Fee $3.20 Fol. 28
Compared-Book, Brunswick Compared-Document,
JKJJKJJKJJKJJKJJKJJKJJKJJKJJKJJKJJKJJKJJKJJKJJKJJKJJKJJKJJKJJKJJKJJKJJKJJKJJK

CERTIFIED COPY

This is a true certified copy of the record
if it bears the seal, imprinted in purple ink
of the Assessor-Recorder

SEP 18 2026

JOAQUÍN TORRES

ASSESSOR - RECORDER
SAN FRANCISCO COUNTY CALIFORNIA
BY _____ Jin Zhu

EXHIBIT F-7

CERTIFIED COPY

THE JOHN CENTER CO.)
)
TO)
)
M.E. CENTER)

ASSIGNMENT

THIS ASSIGNMENT, made this 15th day of February, 1934, by and between THE JOHN CENTER COMPANY, a corporation, hereinafter called "Assignor", and MARGARET E. CENTER, hereinafter called "Assignee",

WITNESSETH: For and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration paid by and moving from the Assignee to the Assignor, receipt whereof is hereby acknowledged, the Assignor does by these presents assign, sell, transfer and set over unto the Assignee, all the right, title and interest of the Assignor in and to the following:

(1) That certain mortgage dated November 1, 1930, executed by T.L. Selchau and Paula M. Selchau, husband and wife, Mortgagors, to the Assignor, Mortgagee, and recorded on November 18, 1930, in Book 2115, Official Records of the City and County of San Francisco, State of California, at page 478; together with all the right, title and interest of the Assignor in and to the real property therein described, and in and to a certain promissory note in the principal of TEN THOUSAND DOLLARS ($10,000.00) of even date therewith, principal payable three (3) years after date, interest at six (6) per cent per annum payable monthly, made, executed and delivered by said T.L. Selchau and Paula M. Selchau to the Assignor, payee, which said promissory note is secured by the above described mortgage;

(2) That certain deed of trust dated February 11, 1932, between William Schwartz and Ruth R. Schwartz, husband and wife, as Trustors, and California Pacific Title & Trust Company, as Trustee, and the Assignor, as Beneficiary, which said deed of trust was recorded on June 11, 1932, in Book 2383 Official Records of the City and County of San Francisco, State of California, at page 169; together with all the right, title and interest of the Assignor in and to the real property therein described, and in and to a certain promissory note in the principal sum of THREE THOUSAND EIGHT HUNDRED SIXTY AND 4/100 DOLLARS ($3,860.04) of even date therewith, interest at seven (7) per cent per annum, principal and interest payable in monthly installments of ONE HUNDRED DOLLARS ($100.00), made, executed and delivered by said WILLIAM SCHWARTZ and RUTH R. SCHWARTZ to the Assignor, payee, which said promissory note is secured by the above described deed of trust;

(3) That certain deed of trust dated February 15, 1932, between John Bluett and Rose F. Bluett, husband and wife, as Trustors, and Title Insurance and Guaranty Company, as Trustee, and the Assignor, as Beneficiary, which said deed of trust was recorded on February 18, 1932, in Book 2338 Official Records of the City and County of San Francisco, State of California, at page 7; together with all the right, title and interest of the Assignor in and to the real property therein described, and in and to a certain promissory note in the principal sum of SIX THOUSAND DOLLARS ($6,000.00) of even date therewith, payable three (3) years after date, interest at six (6) per cent per annum payable monthly, made, executed and delivered by said JOHN BLUETT and ROSE F. BLUETT to the Assignor, payee, which said promissory note is secured by the above described deed of trust; and

(4) That certain deed of trust dated March 28, 1932, between Nora O'Brien, a single woman, as Grantor, and California Pacific Title & Trust Company, as Trustee, and the Assignor, as Beneficiary, which said deed of trust was recorded on May 5, 1932, in Book 2352 Official Records of the City and County of San Francisco, State of California, at page 389; together with all the right, title and interest of the Assignor in and to the

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real property therein described, and in and to a certain promissory note in the principal sum of THREE THOUSAND ONE HUNDRED FORTY AND 24/100 DOLLARS ($3,140.24) of even date therewith, interest at seven (7) per cent per annum, principal and interest payable in monthly installments of ONE HUNDRED DOLLARS ($100.00), made, executed and delivered by said NORA O'BRIEN to the Assignor, payee, which said promissory note is secured by the above described deed of trust.

TO HAVE AND TO HOLD said assigned property unto the Assignee, her heirs, executors, administrators and assigns, forever.

IN WITNESS WHEREOF, the Assignor, THE JOHN CENTER COMPANY, has caused these presents to be executed and its corporate seal to be affixed hereto, by its President and Secretary thereunto duly authorized, the day and year first above written.

(Corp. Seal) THE JOHN CENTER COMPANY

By CHARLES W. GOMPERTZ, President.

And M.Z. QUINN, Secretary.

State of California)
City and County of San Francisco) ss.

On this 15th day of February, 1934, before me, W.W. Healey, a Notary Public in and for the said City and County, residing therein, duly commissioned and sworn, personally appeared Charles W. Gompertz and M.Z. Quinn, known to me to be the President and Secretary, respectively, of THE JOHN CENTER COMPANY, the corporation described in and that executed the within instrument, and also known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and they duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in said City and County of San Francisco, the day and year in this certificate first above written.

(Seal) W.W. HEALEY, Notary Public
in and for the City and County of San Francisco, State of California.
My Commission expires August 29, 1937.

Recorded at request of Morrison, et al. Feb. 28, 1934, at 10 min. past 10 A.M.

No. I-34750 Fee $1.80 Fol. 14

Compared-Book, Compared-Document,

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C.W. GOMPERTZ)
TO)
M.E. CENTER)

NOTICE IS HEREBY GIVEN that CHARLES W. GOMPERTZ, the beneficiary under that Deed of Trust executed by LENA DUGGEN and JOHANNES DUGGEN to CHARLES W. GOMPERTZ, as Trustee for said beneficiary, which Deed of Trust is dated September 25th, 1933, and was recorded October 4, 1933, in Volume 2555 of Official Records, at page 483 San Francisco City and County Records, given to secure the payment of one promissory note for the sum of $3,000.00 and interest, has endorsed, assigned and transferred and does hereby assign and transfer to MARGARET E. CENTER all right, title and interest in said note and all rights accrued or to accrue under said Deed of Trust.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 23rd day of February 1934.

CHARLES W. GOMPERTZ

State of California)
City and County of San Francisco) ss.

On this 28th day of February in the year of our Lord one

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thousand nine hundred and thirty-four, before me, Leontine E. Denson, a Notary Public in and for said City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared Charles W. Gompertz known to me to be the person described in and whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at my office in said City and County of San Francisco, the day and year in this certificate first above written.

(Seal) LEONTINE E. DENSON, Notary Public

in and for said City and County of San Francisco, State of California.

My Commission expires December 3, 1935.

Recorded at request of Morrison, et al. Feb. 28, 1934, at 11 min. past 10 A.M.

No. I-34751 Fee $1.00 Fol. 5

Compared-Book, Compared-Document,

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M.A. GRIFFITH } NOTICE OF INTENDED MORTGAGE
TO }
A.M. HALL }

TO WHOM IT MAY CONCERN: NOTICE IS HEREBY GIVEN that the undersigned intends to mortgage all that certain business now being conducted at No. 4516 Mission Street, San Francisco, California;

The name of the intended Mortgagor is M.A. GRIFFITH, address 2001-21st Avenue, San Francisco, California.

The name of the intended Mortgagee is A.M. HALL, address 4518 Mission Street, San Francisco, California.

A general statement of the character of the property to be mortgaged is all of that certain Excelsior Beauty Salon business conducted at the above address, together with all stock on hand, furniture, fixtures and equipment necessary to conduct said business.

The date when and the place where the mortgage price for said business will be paid is on March 7th, 1934, at ten o'clock A.M. of said day, at the office of the said Excelsior Beauty Salon, No. 4516 Mission Street, San Francisco, California.

DATED: February 27, 1934.

M.A. GRIFFITH, Mortgagor.

State of California }
City and County of San Francisco } ss.

On this 28th day of February 1934, before me, Robert H. Rusch, a Notary Public in and for said City and County, residing therein, duly commissioned and sworn, personally appeared M.A. Griffith, known to me to be the person whose name subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, in said City and County of San Francisco, the day and year in this Certificate first above written.

(Seal) ROBERT H. RUSCH, Notary Public

in and for said City and County of San Francisco, State of California.

My Commission expires August 8, 1937.

Recorded at request of H. Epstein Feb. 28, 1934, at 54 min. past 10 A.M.

No. I-34754 Fee $1.00 Fol. 5

Compared-Book, Compared-Document,

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This is a true certified copy of the record
if it bears the seal, imprinted in purple ink
of the Assessor-Recorder

SEP 18 2026

JOAQUÍN TORRES

ASSESSOR - RECORDER
SAN FRANCISCO COUNTY CALIFORNIA
BY

Jin Zhu

EXHIBIT G

1934

SERIAL NUMBER	DATE FILED	GRANTORS AND DEFENDANTS	GRANTEES AND PLAINTIFFS	TITLE	VOL.	BOOK	PAGE
26350	Jan 4	Cervelli Rez et al	Riera Bonacorsi	Rels	2593	Off	316
26861	" 9	Centanaro Ettulio	Corpn. of Amer.	Jdgt Dr.	2602	"	33
28260	" 17	Cesero Roga et al	Golden Rule Realty	attacht	2604	"	49
25908	" 22	Cerf alvin E. et ux Jos P.	J. N. Johnson	Foreclosure	2595	"	477
28852	" 22	Celentano Mary wife of John	Corpn. of Amer.	Jdgt Dr	2603	"	129
30103	" 30	Cervenka Rudolph & Georgia	A. Rowen	Jdgt Dr.	2603	"	329
30448	" 31	Cendrier Blanche	Lee Fong Hong	Deed	2607	"	143
31156	July 5	Cechini Sperand	D. F. Farrag Co	Lien	2607	"	205
31114	" 5	Central Building Loan Ass.	Louis B Julip wife	Foreclos.	2604	"	288
31920	" 9	Cesta M. V. et al	C. J. Hart	Rest of Sale	2608	"	158
32486	" 14	Cerf Crystal husb. Samuel	Declaration of Homestead		2609	"	260
32952	" 16	Cericat Eugene	A. D. Brown	Deed	2606	"	396
32889	" 16	Cereghino William J. Jessica	S. G. Cooper	"	2608	"	260
33757	" 21	Cerles Legecie Louis	Dec of Homestad		2615	"	168
33460	" 20	Cerf Arthur Addison	S. F. Bank	Rctg	2618	"	109
33949	" 23	Central Bank of Oakland et al					
—	—	" Nail " "	New York Life Ins Co	Cert Sale	2614	"	233
34289	" 26	Cervone Joe et al	Don Venturi	Rels	2609	"	398
34435	" 27	Conti Anna	E. A. Brandhorst wife	deed	2611	"	171
34494	" 27	Cerf Samuel Crystal wife	A. Bianchi	Ld Sr	2614	"	270
34749	" 28	Center Company The John	C. W. Gumpertz	Deed	2601	"	416
34750	" 28	" " "	W. B. Center	agent Rctg	2601	"	419
35124	Mar 1	" " "	May D Morgan	Deed	2621	"	74
36080	" 7	" " "	Adita L Hyde	"	2625	"	24
36751	" 12	Cerf B. wife Regina	J. M. Cambridge	"	2624	"	28
36967	" 13	Cerbaan Alexander Madeline	Home Owners Loan Corp	Rctg	2618	"	443
37269	" 21	Cellery James Maidie	West Amer. Fin. Co.	DT	2629	"	129
39136	" 26	Cervieres Clement F. Germaine wife	H. B. Christen wife	CM	2628	"	134
41485	Apr 11	Cerf Regina	W. B. Stone	"	2635	"	18
41923	" 12	Cervellera Filippo Giuseppina	Corpn America	Dd Tr	2637	"	143
41999	" 14	Center Company John	D. O'Neal	Deed	2645	"	37
43457	" 20	Cerf [illegible]	Jas. J. Fitzgerald	Judgt	2652	"	8
44591	" 28	Central Building Loan Ass.	E. Mitchell	Deed	2634	"	270
44816	" 30	Cervieres Elise et al	George Cervieres	Off Bond	2635	"	24
44816	" 30	" George	Elise Cervieres	—	2635	"	25

1935

NUMBER	DATE FILED	GRANTORS AND DEFENDANTS	GRANTEES AND PLAINTIFFS	TITLE	VOL.	BOOK	PAGE
47735	May 11	Cerf	Alvin E.	Meltin Meyer	CM	2772	Off. 17
47738	" 13	Cerkel.	Minnie alias Minnie S. Albert W.	San Francisco Bank	Mtg	2788	- 189
48070	" 15	Cederburg,	Rudolph	Northern Sec & Pac Co	Deed	2786	" 282
48458	" 17	Cerelli	Hazel	Corp. of America	D.T.	2792	- 235
49580	" 24	Cerezhino.	Ludgrick	[illegible]	Deed	2786	- 415
50156	" 28	Cerelli	Hazel	Title Ins & Guar Co	Deed	2786	- 451
50490	" 31	Celli	Joseph et al	Marco Foppiano	Deed	2796	" 211
50606	" 31	Cesare	Paul and Jennie	Charles Andrus & Son	Comp.	2797	" 176
50849	Jun 3	Cerruti	Giovanni John	L Cerruti	Decree	2790	" 222
51113	" 5	Center Company, The John Center	Mary S. Center	et ux	Agr.	2791	" 374
			Mary Stuart Hugh S. George H Edmund A Jean A Jennie W	et al			
				The John Center Company	Agr.	2791	" 371
52782	" 14	Cederburg	Rudolph	A Bernhardt et al	Deed	2796	" 405
53129	" 18	Berkel.	Minnie et al	K R Pardee et ux	D.T.	2799	" 291
53429	" 19	Celentano, John	Mary A	Alfred J Kelman et ux	Amend	2797	- 475
54043	" 24	Celentano, Emile	Union Savings & Loan Assn		Agr.	2799	" 463
54382	" 26	Central Building Loan Assoc	Douglas L MacDonald		Foreclosure	2798	" 205
54737	" 27	Celle & Co. L B.	R J Sanguinetti		N of L	2770	- 322
X 55[illegible]	July 1	Cerchi,	Joseph F Juliette H	Sec Pac Co	Agr	2811	" 159
360	" 3	Cedar	Gussie H B. et al	Corp. of America	D.T.	2811	" 211
361	" 3	"	"	"	"	2811	" 213
362	" 3	"	"	Bank of America	C.M.	2790	" 409
1163	" 9	Ceragioli	Giuseppina Giuseppina Armando	Corp America	D.T.	2814	" 3
2106	" 15	Ceballa	William Madeline	Hibernia Savings & Loan Soc	Assign & Rents	2805	- 467
2265	" 17	Cerutti,	Louisa	Mamie Reynolds et ux	Deed	2802	" 317
2264	" 17			Joseph Cerutti et ux		2802	" 318
3253	" 30	Cervelli	Blanche	J B Rodenbaugh	Attach	2816	" 62
3525	" 23	"	" et al Emily	Wm H. Popper	Attach	2816	" 72
4669	" 31	"	"	Calif Pac. Title Co	D J	2814	" 389
4670	" 31	"	"			2814	" 391
4671	" 31	"	"	W W Gibson Jr	C. M.	2810	" 426
4971	Aug 2	"	"	" et al	Assgn Rents	2822	- 63
5472	" 12	Cedar	Louise H.B.	Notice of non-responsibility		2823	" 217
5527	" 14	Center	Mary V.	Robinson Jewelry Co	Agr.	2822	- 15
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SERIAL NUMBER	DATE FILED	GRANTORS AND DEFENDANTS	GRANTEES AND PLAINTIFFS	TITLE	VOL.	BOOK	PAGE
18450	Oct 28	Cereghino · Lena ·	Bank America	Easement	2860	OR	210
18451	" 28	"	Wife				
"	" "	" Joseph T	The S-F Bank	Agr	2860	-	213
18750	" 30	Della Ballista					
"	" "	" Maria	T. and Wm. G.	Deed	2850	-	451
18898	" 31	Cederburg Rudolph	Herman Christinson	Deed	2846	-	467
19150	Nov 1	Cedar Gussie B wife	West Amer. Realty Co	D/T	2869	"	1
19389	" 2	Central Title Comp. Ltd.	N. J. Butler et ux	Reem	2861	-	164
19526	" 4	Celeber, Ernest N					
"	" "	" Catherine M	Declar of Homestd		2856	-	290
19768	" 5	Central Calif. Theatres Co.	Harvey Estate Co	Agr	2840	-	487
19690	" 5	Cereghino Joseph et al	A. Williams	Deed	2866	-	155
19771	" 5	Central Calif. Theatres Co.	Continental Dist. Theatres	Co Lease	2840	-	491
20069	" 7	Cechinti Speranza	R. Delucchi et al	BC	filed		
20318	" 8	Celle Ernesto & Eleanor	Corp of America	DT	2868	OR	135
20319	" 8	"	Modern Co. Title Ins. Co.	Mtg & Pg. Assignment	2868	-	137
22538	" 22	Cereghino Ethel M	Home Owners Loan Corp		2864	"	463
23324	" 27	Ceccone Felice Angela	F. J. Filippi et ux	Deed			
"	" "	" Angelo Angelina			2862	-	396
23441	" 29	Central Ridge Farm Ass'n	W. T. Sloat et ux	Reconvey	2861	"	358
23516	" 29	Central Eureka Mining Co.	Marcus Star Battery Co.	Agr	2881	"	35
24297	Dec 4	Cellarius, Frederick A.					
"	" "	" Justine	Declaration of Homestd		2873	"	233
24582	" 6	Celentano Louis & Carmella	Peter Foraci	Agr Deed	2872	"	111
24624	" 9	Central Company, The John	Jennie N. Carter		2872	"	130
25771	" 14	Central Investment Co. Albert	American Securities Co.	Agr	2890	-	63
26463	" 17	Cervieres Elise	A. C. Lemme	CM	2875	-	307
26676	" 18	C & B. Sales Co.	Nat'l Merchandising Co	C.M.	2888	-	75
27141	" 20	Cesena Peter	Mercedes R. Cesena	Decree	2878	-	355
27773	" 26	Cesari Darrigo et al	W. E. Jackson et al	C.M.	2872	"	283
28360	" 31	Cecchi Joseph T					
"	" "	" Juliette R.	Peters Nelson Bd. Rel.	Deed	2886	-	248
28415	" 31	Cereghino Rose	Josephine C. Lapera et al	Deed	2891	-	130

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EXHIBIT H-1

above written.

H E Higgins Notary Public in and for said County and State.
My commission expires 10th day of Aug 1936

((S E A L))
((H. E. Higgins, Notary Public))
((San Mateo Co. Cal.))

Approved as to Form
Counsel

RECORDED at request of San Mateo County Title Company MAR 3- 1934 at 35 Min. Past 10 A.M., San Mateo County Records. T. C. Rice, Recorder, By Edith E. Letts, Deputy Recorder. 37883C Lorna Warren, Copyist. Compared and corrections OK

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$2 U.S.I.R. Doc. stamps cancelled. D E E D 12-473

PACIFIC STATES SAVINGS AND LOAN COMPANY, a corporation, hereby Grants to HENRY L. GOERTZHAIN, a single man, all that real property situated in the City of North Palo Alto County of San Mateo State of California, described as follows:

Lot Numbered Two (2) in Block Numbered Seven (7) as shown on that certain map entitled "Map of Co-Operative Land & Trust Co., Tract Subdivision No. One of North Palo Alto, San Mateo Co., Cal." filed in the office of the County Recorder of San Mateo County, July 1, 1907, in Book 5 of Maps at page 13.

SUBJECT TO:

All existing easements, rights-of-way, conditions, restrictions, reservations, and all assessments and taxes not delinquent.

In Witness Whereof, the said Pacific States Savings And Loan Company has caused its corporate name and seal to be hereto affixed by its Vice-President and Assistant Secretary thereunto duly authorized, this 28th day of February, 1934.

((CORP.SEAL)) PACIFIC STATES SAVINGS AND LOAN COMPANY
By A E Falch Vice-President
By A. Ehling Assistant Secretary

State of California,)
City and County of San Francisco(ss.

On this 28th day of February, 1934, before me, E J Casey a Notary Public in and for said City and County, residing therein, duly commissioned and sworn, personally appeared A. E. Falch and A. Ehling known to me to be the Vice President and Assistant Secretary respectively, of PACIFIC STATES SAVINGS AND LOAN COMPANY, the Corporation that executed the within instrument, and also known to me to be the persons who executed it on behalf of the said corporation therein named, and they acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the said City and County of San Francisco, the day and year in this certificate first above written.

E. J. Casey Notary Public in and for the City and County of San Francisco, State of California
My Commission Expires Aug. 19, 1935

((S E A L))
((E. M. Casey, Notary Public))
((City & County of San Francisco, Calif.))

RECORDED at request of San Mateo County Title Company MAR 3- 1934 at 47 Min. Past 11 A.M., San Mateo County Records. T. C. Rice, Recorder, By Dorothy Haaker, Deputy Recorder. 37911C Lorna Warren, Copyist. Compared and corrections OK

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ASSIGNMENT OF DEED OF TRUST

Notice is hereby given that ARTHUR H. KEMPTHORNE and AGNES F. KEMPTHORNE, husband and wife, as Joint Tenants, the beneficiaries under that Deed of Trust executed by GLADYS IRMA BRIDGLAND, a widow, to SAN MATEO COUNTY TITLE COMPANY, a corporation, as Trustee for said beneficiaries, which Deed of Trust is dated January 15, 1934, and was recorded February 13, 1934, in Volume 611 of Official Records, at page 487, San Mateo County records, given to secure the payment of promissory note for the sum of $550.00 and interest, has ENDORSED said note and does hereby ASSIGN and TRANSFER to MARY L. RICE all right, title and interest in said note and all rights accrued or to accrue under said Deed of Trust.

WITNESS our hands this 2nd day of March, 1934.

Arthur H Kempthorne
Agnes F. Kempthorne

STATE OF CALIFORNIA)
County of San Mateo(ss.

On March 3 1934, before me, Marjorie Thompson, a Notary Public, in and for said County and State, personally appeared Arthur H. Kempthorne and Agnes F. Kempthorne known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Marjorie Thompson Notary Public in and for the County of San Mateo State of California.
My commission expires Sept. 24, 1936

((S E A L))
((Marjorie Thompson, Notary Public))
((San Mateo County, Calif.))

RECORDED at request of San Mateo County Title Company MAR 3- 1934 at 47 Min. Past 11 A.M., San Mateo County Records. T. C. Rice, Recorder, By Dorothy Haaker, Deputy Recorder. 37912C Lorna Warren, Copyist. Compared and corrections OK

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NO STAMPS REQUIRED
SAN MATEO COUNTY TITLE COMPANY

THIS INDENTURE, made this 27th. day of February, 1934, between THE JOHN CENTER COMPANY, a corporation organized and doing business under the laws of the State of California, and having its principal place of business in the City and County of San Francisco, the party of the

first part, and CHARLES W. GOMPERTZ, the party of the second part;

W I T N E S S E T H:

That the said party of the first part, in consideration of the sum of Ten and 00/100 Dollars ($10.00), lawful money of the United States of America, to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by the presents grant, bargain, and sell unto the said party of the second part, and to his heirs and assigns forever, all those certain lots, pieces, or parcels of land situate in the County of San Mateo, State of California, and bounded and described as follows, to wit:

Pescadero Ranch:

80 Acres East ½ S. E. ¼, Section 7, Township 8 South, Range 4 West.

160 Acres South ½ of S. ½ of Section 8, Township 8 South, Range 4 West.

160 Acres N. W. ¼ of N. E. ¼; N. ½ of N. W. ¼; S. W. ¼ of N. W. ¼ of Section 17, Township 8 South, Range 4 West.

141 Acres E. ½ of N. E. ¼, Section 18, Township 8 South, Range 4 West, and Lots 1, 2, 3 and 5.

160 Acres S. W. ¼ of Section 20, Township 8 South, Range 4 West, of Sunnyside School District, San Mateo County, State of California.

365.76 Acres of N. ½, Lots 1, 2, 3 and 4, Section 13, Township 8 South, Range 5 West.

3 Acres along East line of Section 14, Township 8 South, Range 5 West, Pescadero School District, San Mateo County, State of California.

1,073.76 Acres

TOGETHER with the tenements, hereditaments, and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD the said premises, together with the appurtenances, unto the said party of the second part, and to his heirs and assigns forever.

IN WITNESS WHEREOF, the party of the first part, by its President and Secretary thereunto duly authorized by resolution of its Board of Directors, has caused its corporate name to be hereunto subscribed and its corporate seal to be hereunto affixed, the day and year first above written.

((CORP.SEAL)) THE JOHN CENTER COMPANY,
By Charles W Gompertz President
By M. Z. Quinn Secretary.

STATE OF CALIFORNIA,)
City and County of San Francisco.(ss.

On this 27th day of February in the year One Thousand Nine Hundred and Thirty-four before me, ~~W. W. HEALY~~ Leontine E. Denson, a Notary Public in and for the said City and County, residing therein, duly commissioned and sworn, personally appeared CHARLES W. GOMPERTZ and M. Z. QUINN, known to me to the President and Secretary, respectively, of The John Center Company, the corporation described in and that executed the within instrument, and duly acknowledged to me that such corporation executed the same. LED NP.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in said City and County of San Francisco, the day and year in this Certificate first above written.

Leontine E. Denson NOTARY PUBLIC in and for the City and County of San Francisco, State of California.

((S E A L)) My Commission Expires December 3/1935

((Leontine E. Denson,Notary Public))
((City & County of San Francisco,Calif.))

RECORDED at request of San Mateo County Title Company MAR 3- 1934 at 47 Min.Past 11 A.M., San Mateo County Records. T. C. Rice, Recorder, By Dorothy Hasker, Deputy Recorder. 37913C Lorna Warren, Copyist. Compared and corrections OK

Copyist's Note: Black ink ruling in above same as original. 9
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DEED OF RECONVEYANCE

KNOW ALL MEN BY THESE PRESENTS:

Whereas, the indebtedness to be paid secured by the Deed of Trust made, executed and delivered on October 18, 1933, by HENRY H. BOYLE and MARY J. BOYLE, his wife, to CORPORATION OF AMERICA, a corporation, as Trustee for BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, a corporation, as Beneficiary, which Deed of Trust was recorded on October 20, 1933, in the office of the County Recorder of, County of San Mateo, State of California, in Volume 604 of Official Records, at Page 198, et seq., has been fully paid; and

Whereas, CORPORATION OF AMERICA is now the Trustee under said Deed of Trust;

Now, Therefore, the CORPORATION OF AMERICA, a corporation, as said Trustee, does hereby grant, remise, release and reconvey to the person or persons legally entitled thereto, all the estate and interest derived to it, by or through said Deed of Trust, in the lands therein described, together with the appurtenances; special reference being hereby made to said Deed of Trust and the record thereof, for a particular description of said lands.

IN WITNESS WHEREOF, said CORPORATION OF AMERICA, as such Trustee, has caused these



When embossed, this is certified to be a true copy of the records of the San Mateo Assessor-County Clerk-Recorder.

09/15/2026

Mark Church, Assessor-County Clerk-Recorder

By _____

EXHIBIT H-2

360 Tenth:-Said bank may at any time by instrument in writing appoint a new trustee in the place of any trustee named herein or acting hereunder, which instrument,executed and acknowledged by said bank, and recorded in the office of the County Recorder of the County or Counties where said land is situated, shall be conclusive proof of the proper substitution of such new trustee who shall have all the estate, powers and duties of said trustee predecessor.

Eleventh:-The trustee, its successors or assigns, may at any time, at its option,commence and maintain suit in any court of competent jurisdiction and obtain the aid and direction of said court in the execution by it of the trusts,or any of them,herein expressed or contained,and may in such suit obtain orders or decrees, interlocutory or final, of said court directing the execution of said trusts,and confirming and approving its acts,or any of them,or any sales or conveyances made by it,and adjudging the validity thereof, and directing that the purchasers of the lands and premises sold and conveyed be let into immediate possession thereof,and providing for orders of court or other process, requiring the sheriff of the county in which said lands and premises are situated to place and maintain the said purchasers in quiet and peaceable possession of the lands and premises so purchased by them,and the whole thereof.

Twelfth:-Said trustee or bank may enter said premises and inspect the same at any time during the existence of the trust hereby created. If default be made in the performance of any of the terms hereof,or in the payment of any indebtedness secured hereby,the trustee at its option may bring action in Court to foreclose this instrument as a mortgage,and/or enforce any of the covenants hereof, and may, either by itself, or by a receiver appointed therefor, (who may be appointed without notice in such proceeding or in an independent action or proceeding) take possession of said premises or any part thereof,and perform such acts of repair or cultivation,protection or irrigation as may be necessary or proper to conserve the value thereof,and collect and receive the income therefrom, and apply the same as hereinbefore specified with respect to proceeds of sale of said premises,and exercise such other powers as may be necessary or proper;and may obtain a judgment for the amount secured hereby,and a decree foreclosing this instrument and directing the property covered hereby to be sold by a Commissioner appointed by the Court in such foreclosure action, for the purpose of satisfying such judgment. No remedy herein provided shall be exclusive of any other remedy herein provided, but shall be cumulative and in addition to every other remedy given hereunder or by law or in equity. All expenses incurred hereunder,including counsel fees, shall be repaid to the trustee and shall be secured by this instrument.

Thirteenth:-If default be made in the performance of any of the terms hereof,or in the payment of any indebtedness secured hereby,the trustee upon request of the bank,may at its option, forthwith enter upon the premises without the necessity of bringing any action or instituting any legal proceeding,and exclude the grantors therefrom, and use, operate, manage and control said property and conduct the business thereon and perform such acts of repair or cultivation as may be necessary or proper to conserve the value thereof,and collect and receive the income therefrom, and apply the same as hereinbefore specified with respect to proceeds of sale of said premises.

Fourteenth:-The trustee may at any time,upon request of the bank,reconvey to the grantors, their heirs, successors or assigns, any portion of said premises without afecting the personal liability of any person for the payment of any of said indebtedness,or the lien of this deed of trust upon the remainder of the premises hereby conveyed.

Fifteenth:-If this instrument be executed by but one person as grantor,the word "Grantors"as used herein shall be construed as singular.

Sixteenth:-It is expressly agreed that the trusts created hereby are irrevocable by the grantors, their heirs, successors or assigns.

IN WITNESS WHEREOF, the grantors have executed these presents the day and year first above written. Signed,Sealed and Delivered in the) H E Winfrey
Presence of G H Stern) Rae E. Winfrey

State of California,)
County of San Mateo) ss. On this 10th day of June A.D.1935 before me, G.B.Risso a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn,personally appeared Holmen E. Winfrey,also known as H. E. Winfrey and Rae E. Winfrey, his wife known to me to be the persons whose names are subscribed to the within instrument,and acknowledged to me that he executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(G. B. RISSO, Notary Public SEAL) G B Risso. Notary Public in and for said
(San Mateo County, Calif.) County and State of California.

RECORDED at request of SAN MATEO COUNTY TITLE COMPANY JUN 11 1935 at 5 min.past 11 A.M.San Mateo County Records. T.C.RICE, Recorder. By Dorothy Hasker, Deputy Recorder. -- 60070 --

Sylvs Butler,Copyist. Compared & Corrections Ok 35

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THIS AGREEMENT, made and entered into this 10th day of February, 1934, by and between THE JOHN CENTER COMPANY, a corporation duly created,organized, and existing under and by virtue of the laws of the State of California, party of the first part, hereinafter called "the Company," and MARY STUART CENTER, HUGH S. CENTER, GEORGE DAVID CENTER. EDMUND A. CENTER, NADINE BODGE,MARGARET L. ANDERSON, JEAN A. CENTER, HELEN C. JONES, JENNIE W. CENTER, ANITA L. SPADER,MAY T.MORRISON, CHARLES W. GOMPERTZ, J.PAUL MILLER, J. F. SHUMAN, and STUART F. SMITH, parties of the second part, stockholders of said Company and owning and holding the number of shares of stock of said Company set opposite their respective names, hereinafter called "the Stockholders,"

W I T N E S S E T H : WHEREAS, said Company has issued and outstanding four thousand and fifty (4,050) shares of its capital stock; and

WHEREAS, said Stockholders executing this agreement are the owners and holder of all the issued and outstanding capital stock of said Company; and

WHEREAS, it is deemed advisable and for the best interests of the said Company and its stockholders that said Company be dissolved and that the assets of said Company be transferred to the

Stockholders in proportion to the amount of stock owned by each; and

WHEREAS, said Stockholders and said Company desire to agree upon a plan of distribution among themselves of the assets of said Company; and

WHEREAS, it is necessary that all the debts of said Company be paid or adequately provided for;

NOW, THEREFORE, the parties hereto do hereby agree as follows:

I.

The said Stockholders hereby elect and consent that the said Company shall wind up its affairs and voluntarily dissolve and they do hereby consent that the board of directors of said Company shall take all the necessary and proper steps and proceedings to accomplish that end.

II.

The said Stockholders agree that the real and personal property of said Company (excepting cash and notes secured by mortmages or deeds of trust shall be distributed as follows:

To Mary Stuart Center, Hugh S. Center, George David Center, Edmund A. Center, Nadine Bodge, Margaret L. Anderson, Jean A. Center, Helen C. Jones, or to their nominee or nominees, the real and personal property described in "Exhibit A" attached hereto, the said named grantees and transferees to take said property in undivided shares equal to their proportionate interests as shareholder in said The John Center Company unto the others.

To Jenni W. Center the real property described in "Exhibit B" attached hereto;

To Anita L. Spader the real property described in "Exhibit C" attached hereto;

To May T. Morrison the real property described in "Exhibit D" attached hereto;

To Charles W. Gomperts the real and personal property described in "Exhibit E" attached hereto.

III.

The parties hereto agree that there shall be assigned and transferred to Margaret E. Center, one of the creditors of said Company, all the notes owned by the Company and secured by mortgages or deeds of trust, in pro tanto satisfaction of the obligations due to her from said Company, and that she may accept said notes in such satisfaction at the face amount still due thereon.

IV.

The said Stockholders agree that upon there being tendered to them a deed from the Company conveying to them the real and personal property as hereinabove set forth they will pay to the Company in cash their pro rata share of the balance of the debts of the Company, such pro rata share to be determined by a fraction the numerator of which shall be the number of shares owned by each Stockholder, the denominator of which shall be 4,050, being the total number of shares of stock of said Company issued and outstanding.

V.

The Stockholders agree that this plan of distribution may be approved by a resolution of the board of directors of said Company and that such distribution as provided for shall be in complete satisfaction of their rights as such shareholders upon distribution and liquidation of the assets of said Company.

The said Stockholders further agree that in event it is necessary to attach any revenue stamps to said deeds they will individually pay the cost thereof and that no expense shall attach to the Company by reason of the recordation of any of said deeds.

IN WITNESS WHEREOF, the said Company has executed this agreement by its officers thereunto duly authorized and affixed its corporate seal and the parties of the second part have executed this agreement, all the day and year frist above written.

THE JOHN CENTER COMPANY,

By Charles W Gompertz President.

By M. Z. Quinn Secretary.

Party of the First Part.

Number of Shares Owned	(CORP. SEAL)
695	Mary Stuart Center
5	Hugh Stuart Center
155	George David Center
	By Hugh Stewart Center his attorney-in-fact.
39	Edmund A. Center
39	Nadine Bodge
	By Hugh Stewart Center her attorney-in-fact.
39	Margaret L Anderson
	By Hugh Stewart Center her attorney-in-fact.
38	Jean A. Center
(1010)	

Number of Shares Owned	
39	Helen C Jones
	By Hugh Stewart Center
2647	Charles W Gompertz
101	May T. Morrison.
1	J F Shuman
50	Anita L. Spader.
1	J Paul Miller
200	Jennie W Center per Frederick Maurer her atty in fact.
1	Stuart F. Smith
(3040)	
(1010)	
4050	

STATE OF CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO)ss. On this 4th day of June, in the year one thousand nine hundred and thirty five, before me, LEONTINE E. DENSON, a Notary Public, in and for the City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared Charles W. Gompertz and M. Z. Quinn known to me to be the President and Secretary, respectively, of The John Center Company, the corporation described in and that executed within and attached instrument, and also known to me to be the persons who executed it on behalf of the corporation therein named, and they acknowledged to me that such corporation executed the same

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City and County of San Francisco, State of California, the day and year in this certificate first above written.

(SEAL)

Leontine E. Denson NOTARY PUBLIC In and for the City and County of San Francisco, State of California.

My commission expires Dec.3,1935

STATE OF CALIFORNIA,
City and County of San Francisco)ss. On this 4th day of June in the year one thousand nine hundred and thirty five before me, Eugene P Jones, a Notary Public in and for the City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personal-

ly appeared May T. Morrison and J. F. Shuman known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal,at my office in the City and County of San Francisco the day and year in this certificate first above written.

(___ SEAL) Eugene P Jones Notary Public in and for the City and County of San Francisco State of California.

STATE OF CALIFORNIA,)
City and County of) ss.
San Francisco)

On this 4th day of June in the year one thousand nine hundred and thirty-five before me, Lillian Ralston a Notary Public in and for the City and County of San Francisco, State of California, residing therein,duly commissioned and sworn, personally appeared Stuart F. Smith known to me to be the person whose name is subscribed to the within instrument,and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal,at my office in the City & County of San Francisco the day and year in this certificate first above written.

(LILLIAN RALSTON, Notary Public SEAL) Lillian Ralston Notary Public in and for the City and
(City & County of San Francisco) County of San Francisco State of California.
(State of Calif.) My commission expires March 27, 1936.

In the City and County of San Francisco, State of California:

COMMENCING at a point formed by the intersection of the Westerly line of Folsom Street with the Northery line of 16th Street, running thence Westerly along said Northerly line of 16th Street 2.5 feet to the Easterly line of Shotwell Street, thence at a right angle Northerly along said Easterly line of Shotwell Street 245 feet; thence at a right angle Easterly 245 feet to the Westerly line of Folsom Street, thence at a right angle Southerly along the Westerly line of Folsom Street 245 feet to the Northerly line of 16th Street and point of beginning. Being a portion of Mission Block #33.

TOGETHER with all personal property, furniture,and fixtures located thereon and all leasehold interest.

EXHIBIT "A"

In the City and County of San Francisco, State of California:

COMMENCING at a point formed by the intersection of the Southerly line of 16th Street with the Westerly line of Kansas Street, thence Westerly and along said Southerly line of 16th St., 150 feet; thence at a right angle Southerly 100 feet; thence at a right angle Easterly 150 feet; to the Westerly line of Kansas Street; thence at a right angle Northerly and along the said Westerly line of Kansas Street 100 feet to the Southerly line of 16th Street and point of beginning. Being a portion of Potrero Neuvo Block #130.

COMMENCING at a point on the Easterly line of Shotwell Street distant thereon 321 feet 2 inches Northerly from the Northerly line of 24th Street, thence Northerly and along the Easterly line of Shotwell Street 45 feet 8 inches more or less to the center line of the Southern Pacific right-of-way, thence Northeasterly along the center line of the Southern Pacific right-of-way 145 feet more or less to a point on a line drawn parallel to and distant122 feet 6 inches Easterly from the Easterly line of Shotwell Street, thence Southerly and parallel with the Easterly line of Shotwell Street 100 feet more or less to a point distant 338 feet ½ inch from the Northerly line of 24th Street, thence Southwesterly 123 feet 7 inches to the Easterly line of Shotwell Street and point of beginning. Being a portion of Mission Block #153.

EXHIBIT "B"

In the City and County of San Francisco, State of California:

COMMENCING at a point formed by the intersection of the Southerly line of Alameda Street with the Westerly line of York Street, running thence Westerly along the Southerly line of Alameda Street 50 feet; thence at a right angle Southerly 100 feet; thence at a right angle Easterly 50 feet; and thence at a right angle Northerly 100 feet to the Southerly line of Alameda Street and point of beginning. Being a portion of Potrero Nuevo Block #43.

EXHIBIT "C"

In the City and County of San Francisco, State of California:

COMMENCING at a point on the Easterly line of Bryant Street distant thereon 220 feet Southerly from the Southerly line of Alameda Street, running thence Southerly and along the said Easterly line of Bryant Street 80 feet; thence at a right angle Easterly 200 feet;to the Westerly line of York Street; thence Northerly and along the Westerly line of York Street 80 feet; and thence at a right angle Westerly 200 feet to the Easterly line of Bryant Street and point of beginning. Being a portion of Potrero Nuevo Block #43.

EXHIBIT "D"

In the City and County of San Francisco, State of California:

COMMENCING at a point formed by the intersection of the southerly line of Alameda Street with the westerly line of Hampshire Street running thence westerly along said line of Alameda Street 100 feet; thence at a right angle southerly 150 feet; thence at a right angle easterly 100 feet; and thence at a right angle Northerly along the westerly line of Hampshire Street 150 feet to the point of beginning. Being a portion of Potrero Nuevo Block #46.

COMMENCING at a point formed by the intersectio of the easterly line of Hampshire Street with the northerly line of Meriposa Street running thence Eesterly along said line of Meriposa Street 100 feet; thence at a right angle Northerly 100 feet; thence at a right angle westerly 100 feet; and thence at a right angle southerly along the easterly line of Hampshire Street 100 feet to the point of commencement. Being a portion of Potrero Nuevo Block #64.

COMMENCING at a point formed by the intersection of the easterly line of Potrero Avenue with the northerly line of 19th Street running thence northerly along Potrero Avenue 300 feet thence at a right angle easterly 100 feet; thence at a right angle southerly 75 feet;thence at a right angle easterly 100 feet; to Utah Street, thence at a right angle southerly along Utah Street 225 feet; and thence at a right angle westerly along Nineteenth Street 200 feet to Potrero Avenue and the point of beginning. Being a portion of Potrero Nuevo Block #75.

COMMENCING at a point formed by the intersection of the easterly line of Potrero Avenue with the southerly line of Nineteenth Street, running thence southerly along Potrero Avenue

542 feet; thence at a right angle easterly 200 feet; to Utah Street, thence at a right angle northerly along Utah Street 542 feet to Nineteenth Street; and thence at a right angle westerly along Nineteenth Street 200 feet to Potrero Avenue and the point of beginning.Being all of Potrero Neuvo Block #76 and portions of Potrero Nuevo Block #77/78.

COMMENCING at a point formed by the intersection of the Northerly line of 17th St.,with the westerly line of Kansas Street running thence northerly along the westerly line of Kansas Street 85 feet; thence at a right angle westerly 100 feet; thence at a right angle southerly 85 feet; to 17th Street, and thence at a right angle easterly along the northerly line of 17th Street 100 feet to the point of beginning. Being a portion of Potrero Nuevo Block #130. EXHIBIT "E"(p.1)

COMMENCING at a point formed by the intersection of the Southerly line of 18th St.,with the easterly line of De Haro Street running thence southerly along De Haro Street 400 feet; to the northerly line of 19th Street, thence at a right angle easterly along 19th Street 200 feet; to the westerly line of Carolina Street, thence at a right angle Northerly 400 feet; to the southerly line of 18th Street, and thence at a right angle westerly 200 feet; to the easterly line of De Haro Street and point of beginning. All of Potrero Nuevo Block #175.

COMMENCING at a point formed by the intersection of the southerly line of 18th St.,with the easter y line of Carolina Street running thence southerly along the easterly line of Carolina Stree 400 feet; to 19th Street, thence at a right angle Easterly 135 feet 9 inches to a point dist nt 64 feet 3 inches westerly from the westerly line of Wisconsin Street,running thence northeasterly 158 feet 3 inches to a point on the westerly line of Wisconsin Street distant 144 feet 8 inches northerly, from the northerly line of 19th Street running thence northerly along the western line of Wisconsin Street 255 feet 4 inches to the southerly line of 18th Street; and thence at a right angle westerly 200 feet to the easterly line of Carolina Street and the point of beginning.Being a portion of Potrero Nuevo Block #198.

COMMENCING at a point formed by the intersection of the Northerly line of 25th St.,with the easterly line of Connecticut St., running thence easterly along 25th Street 200 feet; to Missouri Street, thence at a right angle northerly and along Missouri Street 349 feet 10 inches; thence at a right angle westerly 200 feet to Connecticut Street; and thence at a right angle southerly along Connecticut Street 349 feet 10 inches to the northerly line of 25th Street and point of beginning. Being a portion of Potrero Nuevo Block #252.

COMMENCING at a point formed by the intersection of the northerly line of 25th St., with the westerly line of Minnesota St., running thence northerly along Minnesota Street 381 feet; thence at a right angle westerly 200 feet; to Indiana Street, thence at a right angle southerly 381 feet; to 25th Street, thence at a right angle easterly 200 feet; along 25th Street to Minnesota Street and point of beginning.Being a portion of Potrero Nuevo Block #360.

EXHIBIT "E" (p.2)

COMMENCING at a point formed by the intersection of the southerly line of 24th Street with the westerly line of Tennessee Street running thence southerly along Tennessee Street 200 feet; thence at a right angle westerly 200 feet, to Minnesota Street, thence at a right angle northerly 200 feet, to 24th Street, and thence at a right angle easterly along 24th Street 200 feet, to Tennessee Street, and the point of beginning. Being a portion of Potrero Nuevo Block #369.

COMMENCING at a point formed by the intersection of the northerly line of 17th Street with the westerly line of Shotwell Street running thence northerly along said line of Shotwell Street 420 feet; thence at a right angle westerly 74 feet 6 inches; thence at a right angle southerly 420 feet, to 17th Street, and thence at a right angle easterly along 17th Street 74 feet, 6 inches,end point of beginning.Being a portion of Mission Block #42.

COMMENCING at a point on the easterly line of Folsom St. distant thereon 165 feet southerly from the southerly line of 16th Street running thence southerly along said line of Folsom Street 35 feet; thence at a right angle easterly 131 feet; thence at a right angle northerly 35 feet, and thence at a right angle westerly 131 feet, to the easterly line of Folsom Street, and point of beginning. Being a portion of Mission Block #49.

COMMENCING at a point distant 260 feet northerly from the northerly line of 23rd Street and 122 feet 6 inches westerly from the westerly line of Harrison Street running thence northerly and parallel with Harrison Street 25 feet, to the southern Pacific right-of-way, thence south_westerly and along the Southern Pacific right-of-way 32 feet, to a point distant 105 feet easterly from the easterly line of Treat Avenue and 260 feet northerly from the northerly line of 23rd Street, and thence easterly and parallel with 23rd Street 17 feet 6 inches to the point of beginning. Being a portion of Mission Block #139. EXHIBIT "E" (p.3)

Pescadero Ranch, San Mateo County:

80 Acres East ½ S.E.¼, Section 7, Township 8 South, Range 4 West.
160 Acres South ½ of S.½ of Section 8, Township 8 South, Range 4 West.
160 Acres N.W.¼ of N.E.¼; N.½ of N.W.¼; S.W.¼ of N.W.¼ of Section 17, Township 8 South, Range 4 West.
145 Acres E.½ of N.E.¼, Section 18, Towns ip 8 South,Range 4 West,and Lots 1,2,3 and 5.
160 Acres S.W.¼ of Section 20, Township 8 South, Range 4 West,of Sunnyside School District, San Mateo County, State of California.
265.76 Acres of N.½, Lots 1, 2, 3, and 4, Section 13, Township 8 South, Range 5 West.
3 Acres along East line of Section 14, Township 8 South, Range 5 West,Pescadero School District, San Mateo County, State of California.

1,073.76 Acres.

TOGETHER with all the personal property of every kind, nature, and description belonging to said The John Center Company or in which it has any interest, SAVE and EXCEPT the notes secured by mortgages or deeds of trust, and SAVE and EXCEPT the personal property located in or upon Exhibit "A" and any leasehold interest appertaining to the real property described in said Exhibit "A".

EXHIBIT "E" (p.4)

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RECORDED AT REQUEST OF TITLE INS. AND GUARANTY CO. AT 30 MIN.PAST 8 A.M. JUN 5-1935 Liber 2791 Official Records, p 371 City and County of San Francisco,California Edmond Godchaux RECORDER J51113 E.SULLIVAN COMPARED-CONNIFF COMPARED-LIVINGSTONE

RECORDED at request of SAN MATEO COUNTY TITLE COMPANY JUN 12 1935 at 12 min.past 11 A.M.San Mateo County Records. T C Rice, Recorder. -- 60147C -- Sylva Butler,Copyist. Compared & Corrections Ok SBSBSRSBSRSBSBSBSBSBSBSBSBSBSBSBSBSBSBSBSBSBSBSBSBSBSBSBSBSBSBSBSBSBSBSBSBSBSB

THIS MORTGAGE, Made the 3rd day of October in the year A. D. nineteen hundred and thirty four BY Charles Meinen, a single man _ San Mateo of _County of San Mateo, State of California, by occupation Dairyman Mortgagor, TO Hugh Hamilton of the County of San Mateo, State of California by occupation salesman Mortgagee,

WITNESSETH: That the said mortgagor mortgages to the said mortgagee all that certain personal property situated and described as follows, to wit:

Situated in the premises at the southwest corner of Bayshore Boulevard and 7th Avenue, in San Mateo, County of San Mateo, State of California:

1 Chevrolet 6 cylinder truck Engine No. T1513047 Lic. [redacted] C. 9087
1 " 4 " " " " T3897359 _ 7H 8762
1 case washer with 5 horsepower motor
1 --Buttell Simplex Spray Pasteurizer Size 300-u s Gal --Serial No.30795-Pat.Oct.3,1916. D.H.Burrell & Co. Inc. Little Falls,N.Y.U.S.A.--Brockville, Ontario Can.
Westinghouse Motor (Electric) ½ Horse Power-Cont.--House--40 Frame 55 B. Cycles 60 110 or --220 Volts Style 577922 Serial 7572630 R.P.M.1725 Amps. 8 or 4
1 --Tycos -Recording Thermometer Taylor Instrument Co. Rochester N.Y. Length Tubing 6 feet. Serial 11J1M4192 Chart No. 142
1 --The Sanitary Way No.J.1332 - Pat'd Dec.12, 1911 Mar.7,1916 Nov.14,1916 Mfg. by Milwaukee Dairy Supply Mfg. Co. Milwaukee, Wis.

Alternating Current Motor — The Holtzer Carot Elec.Co. — Boston U.S.A.
Type H.R. I — Size 1/3 — H.P. ½--1
Volts 110/220 — Amps.5.6 -2.8 — F Reo - 60
Speed 1150 — No. - 405518 — P H 1

1 5 Gal Gas Pump.
1 Howell Red Band Motor Equipped with Ball Bearings Frame 25-4 Type Sc--BB 5 H.P. 3 Ph. 60 Cycle 1740 R.P.D. 220--440 N 40c Cont. 100% load. Serial No. 201549
1 Ice Machine De La Vergne Refrigerating Equip. 3" Bore 3" Stroke Serial No.2180 I.P.Morris & DeLaVergne, Inc. Philadelphia U.S.A. Induction Motor Michigan U.S.A.
1 International Type Truck--Engine No.172556-License No.C-76-55
1 International Type Truck-Engine No.184-281-License No.C-76-62
1 Pomona Deep Well Turbine Pat.Sept.22,1925-Oct.20,1925 Mfg.by- Pomona Pump Co. Pomona, Cal.U.S.A. Serial No.H-1585 Simonds Machinery Co-San Francisco--Los Angeles Westinghouse Frame 232 F 5-H.P. 220 V. R.P.M. at full load 1750 13 Amps.per terminal Serial No.4963422 60-Cycles-3 Ph. Style 541090R Class 1--Continuous Rating Full Speed 40-'C-Rise. 50-Cycles-1450-R.P.M. at full load 14.8 Amps. per terminal

1 Air cooler for ice box — 18 Sanitary Connections. — 4 Mirrors
1 Dalton Adding Machine — Lighting fixtures — 1 Remington Rand File
1 Fridgidaire Unit with Motor — 7 Counter stools — 1 Kardex File
100 feet Sanitary Pipe — 4 Ice Cream Containers with Fridgidaire Connections — Curtains and Linoleum.

1 Simplex Internal Cooler 8 sets piping--Numbers covered with aluminum paint unable to read.
167 Bottle Cases in Creamery and 2 trucks 40 cases reported on trucks.
1 Barratt-Cravens Co_ Chicago,U.S.A. 4 wheel lift truck
40 10 Gal. Milk Cans 1 Hand Can Truck
1 Water Pump--Valley Motor Co--Type 42A Phase 1 H.P.1--Volts 110--Cycle 60 Volts 220--Amps.15.2--Amps_7.6 Rating 40--'C. Cont.---RPM 1800 Serial No.41437 Valley Electric Co. St.Louis,Mo. Connected to Pump of Pacific Pump and Supply Co_ Number painted over unable to read.

Also Equities in the following property.

1 Brine Pump
1 Howell Red Band Motor Frame No.0004 1 2 H.P. 1800 R.P.M. 1 9 F.L.Amp_3 phase 60 Cycle 220 V.Serial No.101255 Induction Motor Type S.C.(Michigan U.S._
1 Pump Westco Chippewa Pump Co.,Inc_ Pat.16074--1611004--1655766-1661325-1665687 No. 446-39629 B.F. (Davenport Iowa)
1 Milk Pump No.228005 Motor G.E.Model No.58A18 Type 914-4--3/4--18-- R.P.M. Form C.L. 60 cycle 220 V.Amp.2.33 R.P.M.1735 No.5189615 Pat.No.1190009-- 3 H.P.
1 Motor Type Sc.R.H.3 Ph. 60 Cycle 900 R.P.M. 2 H.P. 220 V. Serial No. 63481 Howell Red Band Motor--Induction.
1 Boiler California Boiler Works S.F.made 1929 Serial 59 30 H.P.
1 Leaky Multo Jet Unit--Gas Burner L.A.
1 Bottle Washer Type B. Us.Pat May 22,1922 No 1455774 Canada Dec.11,1923 No.255641 Berg Universal Washer-- Berg Machine Works L...

as security for the payment to Hugh Hamilton the said Mortgagee of Seven Thousand Five Hundred ($7500.00) Dollars, lawful money of the United States of America, on 3rd day of October 1935 day of in the year nineteen hundred and with interest thereon at the rate of six per cent per annum according to the terms and conditions of that certain promissory note,of even date herewith, and in the words and figures following, to wit: San Mateo, California October 3rd,1934.

For Value, one year after date, I promise to pay to the order of Hugh Hamilton the sum of $7,500.00, lawful money of the United States of America, with interest thereon at the rate of 6% per annum, said interest payable quarterly. If said interest is not paid when due the entire note shall become payable at the option of the payee.

Charles Meinen

When embossed, this is certified to be a true copy of the records of the San Mateo Assessor-County Clerk-Recorder.

Mark Church, Assessor-County Clerk-Recorder

9/15/2024

By _____

EXHIBIT H-3

indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6. Upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated.

At least three months having elapsed after recordation of a notice of default, Trustee shall give notice of sale as then required by law, and, without demand on Trustor, shall sell said property at the time and place of sale fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid with accrued interest at seven per cent per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singualr number includes the plural.

8. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

C. IF A MAILING ADDRESS IS SET FORTH opposite his signature hereto, and not otherwise, the undersigned Trustor shall be deemed to have requested that a copy of any notice of default and of any notice of sale hereunder be mailed to him at said address.

Mailing Address For Notices		Signature of Trustor
Street	City	
223 Irvington St_	Daly City, Cal.	Joseph Rinaldo
223 Irvington St_	Daly City, Cal.	Ruth Rinaldo

STATE OF CALIFORNIA,)
City & COUNTY OF San Francisco) SS. On this 4th day of May, 1946 before me, George C. Arata, a Notary Public in and for said City and County personally appeared Joseph Rinaldo and Ruth Rinaldo, his wife known to me to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same.

WITNESS my hand and official seal.

((SEAL__)) George C. Arata Notary Public. __ My commission expires Oct. 14, 1946.

RECORDED AT REQUEST OF CALIFORNIA PACIFIC TITLE INSURANCE COMPANY MAY 10 1946 at 30 min. past 4 P M SAN MATEO COUNTY RECORDS T.C. RICE, RECORDER, BY Edith E Letts DEPUTY RECORDER Nina Casal, Copyist. Compared & corrections OK San Francisco 7/30/46

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206

1. That on the 16th day of February, 1934, a certificate signed and acknowledged in accordance with Section 400 of the California Civil Code was filed with the California Secretary of State stating that said corporation had elected to wind up and dissolve; that a copy of said certificate duly certified by said Secretary of State was thereafter on the 20th day of February, 1934, filed in the office of the County Clerk of the City and County of San Francisco, State of California, said City and County being the County in the State of California where the principal office for transaction of the business of said corporation is located.

2. That the Directors of said corporation heretofore caused written notice of the commencement of the proceedings of the winding up of said corporation to be given by mail to all its shareholders and to all its known creditors and claimants whose addresses appear on the records of said corporation, all in accordance with Section 400a of the California Civil Code.

3. That said corporation has been completely wound up, its known assets distributed, any tax or penalty due under the Bank and Corporation Franchise Tax Act of the State of California paid, and its other known debts and liabilities actually paid or adquately provided for, and that said corporation is therefore dissolved.

IN WITNESS WHEREOF, the undersigned have executed this certificate this 19th day of April, 1934.

MAY T. MORRISON
STUART F. SMITH
J. F. SHUMAN
CHARLES W. GOMPERTZ
A majority of the Directors of
THE JOHN CENTER COMPANY.

((SEAL SUPERIOR COURT))
((CITY & COUNTY OF SAN FRANCISCO, CAL.))

STATE OF CALIFORNIA
City and County of San Francisco)ss. On this 23rd day of April, 1934, before me, W. W. HEALEY, a Notary Public in and for said City and County, residing therein, duly commissioned and sworn, personally appeared MAY T.MORRISON, STUART F. SMITH, J. F.SHUMAN and CHARLES W. GOMPERTZ, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in said City and Coutny of San Francisco, the day and year in this Certificate first above written.

((SEA) ((SEAL SUPERIOR COURT))
((CITY & COUNTY OF SAN FRANCISCO,CAL.))

W. W.HEALEY NOTARY PUBLIC in and for the City and County of San Francisco, State of California. (NOTARIAL SEAL)

ENDORSED FILED in the office of the Secretary of the State of California April 25, 1934
FRANK C. JORDAN, Secretary of State, by Chas. J. Hagerty, Deputy
FILED April 5, 1934 H. I.MULCREVY, CLERK BY F. I. THIEBAUT Deputy Clerk
RECORDED AT REQUEST OF CALIFORNIA PACIFIC TITLE INSURANCE COMPANY MAY 10 1946 at 30 min. past 4 P M SAN MATEO COUNTY RECORDS T. C.RICE, RECORDER, BY Alvina Kalpakoff DEPUTY RECORDER Nina Casal, Copyist. Compared & corrections OK Lucia Goetti 9/30/46

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DEED OF PARTIAL RECONVEYANCE 13201

WHEREAS, on September 8, 1945, SCHULTZ CONSTRUCTION CO., a co-partnership made, executed and delivered a Deed of Trust to CORPORATION OF AMERICA, a California Corporation as Trustee for BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, a national banking association, as Beneficiary, which Deed of Trust was recorded on September 21, 1945, in the office of the County Recorder of San Mateo County, State of California, in VOLUME 1198 of OFFICIAL RECORDS, at Page 396, et seq.; and Re-recorded on March13, 1946, File No. 9285F.

WHEREAS, CORPORATION OF AMERICA is now the Trustee under said Deed of Trust and;

WHEREAS, pursuant to the terms of said Deed of Trust, the CORPORATION OF AMERICA has been requested to execute a partial reconveyance, and is authorized to reconvey the real property hereinafter described, conveyed to it by said Deed of Trust;

NOW, THEREFORE, said CORPORATION OF AMERICA, a corporation, as Trustee, does hereby remise, grant, release and reconvey to the person or persons legally entitled thereto all of the estate and interest derived by it through or under said Deed of Trust, in and to the following described portion of the premises therein described, to-wit:

(Description)

LOT 6 in Block 71 as designated on that certain map entitled "MAP OF SUBDIVISION NO. 7 MILLBRAE HIGHLANDS, MILLBRAE, SAN MATEO COUNTY, CALIFORNIA. TRACT NO. 531" which map was filed in the office of the Recorder of San Mateo County, State of California on December 4, 1940 in Liber 23 of Maps at pages 27 and 28.

IN WITNESS WHEREOF, said CORPORATION OF AMERICA, a corporation, has caused these presents to be executed by an officer, to-wit: L. F. Colagiovanni, Manager of the BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION and ex-officio agent of the said CORPORATION OF AMERICA, a corporation, by virtue of a resolution of its Board of Directors, heretofore recorded in the aforesaid County.

((__)) CORPORATION OF AMERICA, a corporation, Trustee.
DATED. April 17, 1946. By L F Colagiovanni Its Agent.

STATE OF CALIFORNIA,)
COUNTY OF San Mateo)ss. On this 26th day of April, 1946, before me, William J. Urquhart, a Notary Public in and for said San Mateo County, personally appeared L. F Colagiovanni, an officer, to-wit: Manager of the BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, and ex-officio agent of CORPORATION OF AMERICA, a corporation, known to me to be the person who executed the within instrument on behalf of CORPORATION OF AMERICA,a corporation, therein named, and acknowledged to me that said CORPORATION OF AMERICA, a corporation, executed the same. WITNESS my hand and official seal.

((SEAL__)) William J. Urquhart Notary Public in and for said San Mateo County and State.
My commission expires March 1, 1947

RECORDED AT REQUEST OF PENINSULA TITLE GUARANTY COMPANY MAY 10 1946 at 52 min. past 2 P M

When embossed, this is certified to be a true copy of the records of the San Mateo Assessor-County Clerk-Recorder.

09/15/2026

Mark Church, Assessor-County Clerk-Recorder

By _____

EXHIBIT I-1

CERTIFIED COPY

erly on a line parallel with the Easterly line of Shrader Street 25 feet 1 inch and thence Westerly on a line parallel with the Southerly line of Seventeenth Street 100 feet to the point of commencement.

BEING a portion of Western Addition Block Number 884.

TO HAVE AND TO HOLD the same together with the appurtenances, unto the Grantee, his heirs or assigns forever.

IN WITNESS WHEREOF, the said Grantor has executed these presents this 11th day of May, 1936. MAL NP

JAMES C. PURCELL

State of California,)
City and County of San Francisco.) ss.

ON this 11th day of May, in the year of our Lord one thousand nine hundred and thirty-six, before me, Mary A. Lapachet a Notary Public in and for said City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared James C. Purcell, a single man known to me to be the person described in and whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said City and County of San Francisco, the day and year in this certificate first above written.

(Seal) MARY A. LAPACHET, Notary Public

in and for said City and County of San Francisco, State of California.

My Commission expires July 3, 1937.

Recorded at request of City T. I. Co., May 21, 1936 at 30 min. past 8 A.M.

No. K 55794 Fee $1.00 Fol. 4

Compared-Book: TICHNER Compared-Document: [illegible]

MGMGMGMGMGMGMGMGMGMGMGMGMGMGMGMGMGMGMGMGMGMGMGMGMGMGMGMGMGMGMGMGMGMG

THE JOHN CENTER CO. .)
)
TO)
)
R. H. RUPPERT)

THE JOHN CENTER CO., a corporation, the first party, does hereby remise, release and quit claim unto RALPH H. RUPPERT, the second party, all that real property situated in the City and County of San Francisco, State of California, described as follows:

COMMENCING at a point 260 feet Northerly from the Northerly line of Twenty-third Street, measured at a right angle thereto, said point being also distant 122 feet 6 inches Westerly from the Westerly line of Harrison Street, measured at a right angle thereto, and running thence Northerly parallel with the said Westerly line of Harrison Street 25 feet, more or less, to the Southeasterly line of the Southern Pacific Railroad right of way; thence Southwesterly along the Southeasterly line of said right of way 32 feet, more or less, to a point 260 feet Northerly from the Northerly line of Twenty-third Street, measured at a right angle thereto, and thence Easterly parallel with the said Northerly line of Twenty-third Street 17 feet 2 inches, more or less, to the point of commencement.

BEING a portion of Mission Block Number 139.

THIS deed is executed and delivered for the purpose of correcting an error in a deed from the Grantor to Charles W. Gompertz, dated February 15, 1934, recorded February 28, 1934 in Liber 2601 Official Records Page 416, in which deed the description of said property was erroneous.

CERTIFIED COPY

IN WITNESS WHEREOF, the said first party has executed this conveyance this 14th day of May, 1936.

(Corp. Seal) THE JOHN CENTER CO., a corporation,
By: CHARLES W. GOMPERTZ, President
By: M. Z. QUINN, Secretary

State of California,)
City and County of San Francisco.) ss.

ON this 18th day of May, in the year one thousand nine hundred and thirty-six, before me, Leontine E. Denson, a Notary Public, in and for the City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared Charles W. Gompertz and M. Z. Quinn, known to me to be the President and Secretary, respectively, of The John Center Co., a corporation, the corporation described in and that executed within and attached instrument, and also known to me to be the persons who executed it on behalf of the corporation therein named, and they acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at the City and County of San Francisco, State of California, the day and year in this certificate first above written.

(Seal) LEONTINE E. DENSON, Notary Public
in and for the City and County of San Francisco, State of California.
My Commission expires Dec. 3, 1939.

Recorded at request of City T.I.Co., May 21, 1936 at 30 min. past 8 A.M.
No. K 55801 Fee $1.00 Fol. 5
Compared-Book: ~~KCHNS~~ Compared-Document: S.K.el

MGMGMGMGMGMGMGMGMGMGMGMGMGMGMGMGMGMGMGMGMGMGMGMGMGMGMGMGMGMGMGMGMGMGMG

B. F. STAHL & Wife)
TO) 1-$2. & 1-$.50 U.S.I.R.S. Canc.
L. A. COREY & Wife)

BENJAMIN F. STAHL and LUCILE F. STAHL (his wife) of the City and County of San Francisco, State of California, the first parties, hereby grant to LENO A. COREY and ANGELINE E. COREY (his wife) of the same place, the second parties, in joint tenancy all that real property situated in the City and County of San Francisco, State of California, and bounded and described as follows:

LOT Number 3 in Block Number 6792 of Colonial Park, according to Map of Colonial Park, San Francisco, California, filed in the office of the County Recorder of the City and County of San Francisco, State of California on June 16, 1925 and recorded in Map Book "K", Pages 18, 19 and 20.

IN WITNESS WHEREOF, the said first parties have executed this conveyance this 20th day of May, 1936.

BENJAMIN F. STAHL
LUCILE F. STAHL

State of California,)
City and County of San Francisco.) ss.

ON this 20th day of May, in the year of our Lord one thousand nine hundred and thirty-six, before me, Chas. L. Weyro a Notary Public in and for said City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared Benjamin F. Stahl and Lucile F. Stahl, his wife, known to me to be the persons described in and whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

CERTIFIED COPY

CERTIFIED COPY

This is a true certified copy of the record
if it bears the seal, imprinted in purple ink
of the Assessor-Recorder

SEP 18 2026

JOAQUÍN TORRES

ASSESSOR - RECORDER
SAN FRANCISCO COUNTY CALIFORNIA
BY _____

Jin Zhu

EXHIBIT I-2

CERTIFIED COPY

said Deed of Trust and the record thereof for a particular description of said lands.

IN WITNESS WHEREOF, said Trustee has executed these presents this 13th day of April, 1936.

(Corp.Seal)

AMERICAN SECURITIES COMPANY, Trustee
By W. B. BAKEWELL, Vice President
By A. C. McINTYRE, Assistant Secretary.

State of California)
City and County of San Francisco.)ss.

ON this 15th day of April, in the year A. D. one thousand nine hundred and thirty-six, before me, Frank L. Owen, a Notary Public in and for said City and County of San Francisco, duly commissioned and sworn, and residing there in, personally appeared W. B. Bakewell and A. C. McIntyre known to me to be a Vice President and an Assistant Secretary, respectively of American Securities Company, the corporation that executed the within instrument, as Trustee, and known to me to be the persons who executed the within instrument on behalf of said corporation, and they acknowledged to me that such corporation executed the same as such Trustee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year above written.

(Seal)

FRANK L. OWEN, Notary Public
in and for the said City and County of San Francisco, State of California.

Recorded at request of Cal.Pac. T. & T. Co. May 20, 1936 at 30 min. past 8 A.M.

No. K 55553 Fee $1.00 Fol. 5

Compared-Book: GOESSEL Compared-Document:

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CERTIFIED COPY

ally appeared Charles W. Gompertz and Anita T. Gompertz, his wife, known to me to be the persons described in and whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said City and County of San Francisco, the day and year in this certificate first above written.

(Seal) LEONTINE E. DENSON, Notary Public

in and for said City and County of San Francisco, State of California.

My commission expires December 3/1939.

Recorded at request of City T. Ins. Co. May 21, 1936 at 30 min. past 8 A.M.

No. K 55802 Fee $1.00 Fol. 5

Compared-Book: GOESSEL Compared-Document:

FJFJFJFJFJFJFJFJFJFJFJFJFJFJFJFJFJFJFJFJFJFJFJFJFJFJFJFJFJFJFJFJFJFJFJFJFJFJFJFJFJFJFJFJFJFJFJFJF

M. L. BIANCHI)
)
TO)
)
CITY & COUNTY OF S. F.)

AUTHORIZING ACCEPTANCE OF CERTAIN LAND FOR THE WIDENING OF PARKER AVENUE.

RESOLUTION No. 2459 CODE NO. 12.1711

RESOLVED, THAT the CITY AND COUNTY OF SAN FRANCISCO purchase from the following parties certain real property situated in the City and County of San Francisco, State of California, required for the widening of Parker Avenue, payable from Appropriation No. 548.956.17:

MARIE L. BIANCHI $1335.00 Portion of Lot 37, Assessor's Block 1065.

THE above sums include damages in full to the improvements now wholly or partially located on the lots, said improvements to be relocated by the Grantors within thirty days after recording the deeds to the City.

THE City Attorney shall examine and approve the title of said real property. Reference is hereby made to the written offers on file in the office of the Director of Property from the above parties for a particular description of said parcels of land.

ADOPTED: BOARD OF SUPERVISORS, San Francisco, March 16, 1936.

AYES: Supervisors Colman, Havenner, Mead, Meyer, Ratto, Roncovieri, Schmidt, Shannon, Uhl.

ABSENT: Supervisors Brown, McSheehy.

I HEREBY CERTIFY that the foregoing resolution was adopted by the Board of Supervisors of the City and County of San Francisco.

J. S. DUNNIGAN, Clerk

APPROVED, San Francisco, March 17, 1936.

ANGELO J. ROSSI, Mayor.

M. L. BIANCHI, a widow, the first party, hereby grants to CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, the second party, the following described real property situated in the City and County of San Francisco, State of California:

BEGINNING at a point on the Easterly line of Parker Avenue, distant thereon 400 feet Northerly from the Northerly line of Geary Street; and running thence Northerly along said line of Parker Avenue, 25 feet; thence at right angles Easterly 14 feet; thence at right angles Southerly along a line parallel with and distant 14 feet at right angles Easterly from the first course of this description 25 feet; thence at right angles Westerly

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CERTIFIED COPY

This is a true certified copy of the record
if it bears the seal, imprinted in purple ink
of the Assessor-Recorder

SEP 18 2026

JOAQUÍN TORRES

ASSESSOR - RECORDER
SAN FRANCISCO COUNTY CALIFORNIA
BY _____
Jin Zhu

EXHIBIT J-1

N.S.

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BOOK 6064 PAGE 351

3654

THIS INDENTURE, made this 28th day of December, 195 2, by and between THE JOHN CENTER COMPANY, a corporation, first party, and SOUTHERN PACIFIC RAILROAD COMPANY, a corporation of the States of California, Arizona and New Mexico, second party;

WITNESSETH:

That first party for and in consideration of the sum of One (1) Dollar, lawful money of The United States of America, to it paid by the said second party, receipt whereof is hereby acknowledged, does by these presents remise, release and forever quitclaim unto second party all of the right, title and interest of first party in and to that certain piece or parcel of land situate, lying and being in the City and County of San Francisco, State of California, more particularly described as follows:

COMMENCING at a point on the easterly line of Treat Avenue, distant thereon 125 feet southerly from the Southerly line of 22nd Street, said point being the northwesterly corner of the land described in deed from Sarah Werner to Ernest A. Heinzer and Janet W. Heinzer, dated June 26, 1950, and recorded June 29, 1950 in Book 5480 at page 425 Official Records of the City and County of San Francisco; thence easterly at a right angle from said easterly line of Treat Avenue, 118.35 feet to a point in the westerly line of the land of the Southern Pacific Railroad Company, said point being the true point of beginning of the parcel of land to be described; thence continuing easterly at right angles from said line of Treat Avenue, 8.793 feet to a point distant 22.5 feet northwesterly, measured radially from the located center line of Southern Pacific Railroad Company's former main track to San Bruno; thence southwesterly in a direct line, 71.983 feet to a point in the easterly prolongation of the southerly line of the land described in deed from Maria Jesus Loera and Vicente Loera, and Henry Reepen to Ernest A. Heinzer and Janet W. Heinzer, dated November 26, 1951, recorded November 29, 1951 in Book 5827 at page 183, Official Records of the City and County of San Francisco, distant easterly along said prolongation and said southerly line, 87.368 feet from the easterly line of Treat Avenue, last said point being also distant 22.5 feet northwesterly, measured radially, from said located center line of said Company's former main track; thence westerly along said easterly prolongation of said southerly line, 9.260 feet to a point in said westerly line of the land of said Southern Pacific Railroad Company; thence northeasterly along said westerly line on a curve to the left having a radius of 925.37 feet and a central

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angle of 4° 28' 28" (tangent to said curve at last mentioned point makes an angle of 53° 54' 42" to the left of said easterly prolongation of said southerly line), an arc distance of 72.261 feet to the true point of beginning, containing an area of 506 square feet, more or less.

Being a portion of Mission Block No. 139.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed by its officers thereunto duly authorized, and its corporate seal to be affixed the day and year first herein written.

THE JOHN CENTER COMPANY,

By Charles W Hamilton
President

Attest: W. E. [illegible]
Secretary

Form Approved:

P C Cook
Contract Attorney

Description Correct

P E Jenne
For Chief Engineer

Correct as to Corporate Owner:

E N Tiffany Jr
Valuation Officer.

CERTIFIED COPY

BOOK 6064 PAGE 353

STATE OF CALIFORNIA, }
City and COUNTY OF San Francisco } SS.

On this 12th day of December, in the year One Thousand Nine Hundred and Fifty two, before me, Rotunda Lewis, a Notary Public in and for the City and County of San Francisco, State of California, personally appeared Charles W. Lindsey and W. J. Quinn known to me to be the President and Secretary, respectively of the corporation described in and that executed the within instrument, and also known to me to be the persons who executed it on behalf of the corporation therein named and they acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City and County of San Francisco, the day and year in this certificate first above written.

Rotunda Lewis
Notary Public, in and for the City and County of San Francisco, State of California.

My Commission Expires June 21, 1954

BOOK 6064 PAGE 351

NORTH'N CO'S TITLE INS. CO.

Dec 23 12 38 PM 52

SAN FRANCISCO, CALIF.

Thos. C. Tomay
RECORDER

B37847

12 2 40

EXHIBIT J-2

BOOK 6064 PAGE 354

CERTIFIED COPY

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THIS INDENTURE, made this 5th day of December 1952, by and between SOUTHERN PACIFIC RAILROAD COMPANY, a corporation of the States of California, Arizona and New Mexico, and its Lessee, SOUTHERN PACIFIC COMPANY, a corporation of the State of Delaware, first parties, and ERNEST A. HEINZER and JANET WATSON HEINZER, his wife, second parties;

WITNESSETH:

That first parties hereby grant to second parties, as joint tenants, and not as tenants in common, with right of survivorship, all that certain piece or parcel of land situate, lying and being in the City and County of San Francisco, State of California, more particularly described as follows:

COMMENCING at a point on the easterly line of Treat Avenue, distant thereon 125 feet southerly from the Southerly line of 22nd Street, said point being the northwesterly corner of the land described in deed from Sarah Werner to Ernest A. Heinzer and Janet W. Heinzer, dated June 26, 1950, and recorded June 29, 1950 in Book 5480 at page 425 Official Records of the City and County of San Francisco; thence easterly at a right angle from said easterly line of Treat Avenue, 118.35 feet to a point in the westerly line of the land of the Southern Pacific Railroad Company, said point being the true point of beginning of the parcel of land to be described; thence continuing easterly at right angles from said line of Treat Avenue, 8.793 feet to a point distant 22.5 feet northwesterly, measured radially from the located center line of Southern Pacific Railroad Company's former main track to San Bruno; thence southwesterly in a direct line, 71.983 feet to a point in the easterly prolongation of the southerly line of the land described in deed from Maria Jesus Loera and Vicente Loera, and Henry Reepen to Ernest A. Heinzer and Janet W. Heinzer, dated November 26, 1951, recorded November 29, 1951 in Book 5827 at page 183, Official Records of the City and County of San Francisco, distant easterly along said prolongation and said southerly line, 87.368 feet from the easterly line of Treat Avenue, last said point being also distant 22.5 feet northwesterly, measured radially, from said located center line of said Company's former main track; thence westerly along said easterly prolongation of said southerly line, 9.260 feet to a point in said westerly line of the land of said Southern Pacific Railroad Company; thence northeasterly along said westerly line on a curve to the left having a radius of 925.37 feet and a central angle of 4° 28' 28" (tangent to said curve at last mentioned

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point makes an angle of 53° 54' 42" to the left of said easterly prolongation of said southerly line), an arc distance of 72.261 feet to the true point of beginning, containing an area of 506 square feet, more or less.

Being a portion of Mission Block No. 139.

Excepting and reserving, however, to Southern Pacific Railroad Company, its successors and assigns, forever, the title and exclusive right to all of the minerals and mineral ores of every kind and character now known to exist or hereafter discovered upon, within or underlying said land or that may be produced therefrom including, without limiting the generality of the foregoing, all petroleum, oil, natural gas and other hydrocarbon substances and products derived therefrom, together with the exclusive and perpetual right of said Southern Pacific Railroad Company, its successors and assigns, of ingress and egress beneath the surface of said land to explore for, extract, mine and remove the same, and to make such use of the said land beneath the surface as is necessary or useful in connection therewith, which use may include lateral or slant drilling, boring, digging or sinking of wells, shafts or tunnels; provided, however, that said Southern Pacific Railroad Company, its successors and assigns, shall not use the surface of said land in the exercise of any of said rights and shall not disturb the surface of said land or any improvements thereon or remove or impair the lateral or subjacent support of said land or any improvements thereon.

The property herein described is hereby conveyed subject to that certain mortgage from Southern Pacific Railroad Company to The Chase National Bank of the City of New York, as trustee, dated July 1, 1945, being known as the First Mortgage.

First parties expressly covenant to cause said Mortgage to be released and discharged within one (1) year from the date of delivery of this deed to second parties, so far as it affects the hereinabove described land.

12-23-52

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CERTIFIED COPY

First parties hereby declare that the land being conveyed is not necessary for use in the performance of their duties to the public as prescribed by the Public Utilities Code of the State of California, and is not needed for their use in the conduct of their business.

IN WITNESS WHEREOF, the said first parties have caused these presents to be executed by their officers thereunto duly authorized, and their corporate seals to be affixed the day and year first herein written.

SOUTHERN PACIFIC RAILROAD COMPANY,

By T. F. Ryan
Vice President

Attest: Chas. E. Engwall
Assistant Secretary

SOUTHERN PACIFIC COMPANY,

By W. W. Hale
Vice President

Attest: T. F. Ryan
Assistant Secretary

STATE OF CALIFORNIA
City and County of San Francisco } ss.

On this 9th day of December in the year One Thousand Nine Hundred and Fifty Two before me, RUTH W. GEORGE, a Notary Public in and for the City and County of San Francisco, State of California, personally appeared

W. W. HALE and T. F. RYAN,

known to me to be the Vice President and Assistant Secretary, respectively, of the corporation described in and that executed the within instrument, and also known to me to be the person S who executed it on behalf of the corporation therein named and T he Y acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City and County of San Francisco, the day and year in this certificate first above written.

Ruth W. George,
Notary Public in and for the City and County of San Francisco, State of California.

My Commission Expires September 19, 1954.

CERTIFIED COPY

357

STATE OF CALIFORNIA
City and County of San Francisco } ss.

On this 9th day of December in the year One Thousand Nine Hundred and Fifty Two before me, RUTH W. GEORGE, a Notary Public in and for the City and County of San Francisco, State of California, personally appeared

T. F. RYAN and CHAS. E. EAGAN, JR.,

known to me to be the Vice President and Assistant Secretary, respectively, of the corporation described in and that executed the within instrument, and also known to me to be the persons who executed it on behalf of the corporation therein named and they acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City and County of San Francisco, the day and year in this certificate first above written.

Ruth W. George

Notary Public in and for the City and County of San Francisco, State of California.

My Commission Expires September 19, 1954.

Grantor

~~Block E~~ 269. Randall Tr.

Lot 1

Block

B37818

Southern Pac. R R Co

" " "

to

Ernest L Hanna

Janet O. " "

NORTH'N CO'S TITLE INS. CO.
BOOK 6064 PAGE 354
DEC 23 12 30 PM 52
SAN FRANCISCO, CALIF.
Thos A. Toomey
RECORDER

15 2 90

CERTIFIED COPY

This is a true certified copy of the record
if it bears the seal, imprinted in purple ink
of the Assessor-Recorder

MAY 20 2026 JOAQUÍN TORRES

ASSESSOR - RECORDER
SAN FRANCISCO COUNTY CALIFORNIA
BY _____
Matthew Brittin

EXHIBIT K-1

RECORDING REQUESTED BY:

Old Republic Title Company
ORN: 382543/Escrow No.: 0216036806
APN: Lot 030; Block 3639 and Lot 029; Block 3639
Situs: 931-933 Treat Avenue

WHEN RECORDED MAIL DOCUMENTS AND TAX STATEMENT TO:

17th & Peralta, LLC
933 Treat Avenue
San Francisco, CA 94110

City and County of San Francisco
Joaquin Torres, Assessor-Recorder

Doc #	2023067950	Fees	$32.00
9/20/2023	7:12:53 AM	Taxes	$0.00
ES	Electronic	Other	$0.00
Pages 7	Title 001	SB2 Fees	$75.00
Customer	9001	Paid	$107.00

Correction Grant Deed

"This Correction Grant Deed is being recorded in order to correct the legal description attached as Exhibit A to that certain Grant Deed recorded on February 17, 2023 as Document No. 2023-3012224, Official Records of San Francisco County."

This is not a new conveyance - the Grantee continues to hold the same interest; R & T 11911.

Situs: 931 and 933 Treat Avenue

MAIL TAX STATEMENTS AS DIRECTED ABOVE

RECORDING REQUESTED BY:
Old Republic Title Company
ORN: 382543/Escrow No.: 0216036806
APN: Lot 030; Block 3639 and Lot 029; Block 3639
Situs: 931-933 Treat Avenue

WHEN RECORDED MAIL DOCUMENTS TO:
17th & Peralta, LLC
933 Treat Avenue
San Francisco, CA 94110

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

CORRECTION GRANT DEED

This is solely to correct the legal description attached as Exhibit A to the Grant Deed recorded on February 17, 2023 as Document No. 2023012224, Official Records of San Francisco County.

The undersigned grantor(s) declare(s):
Documentary Transfer Tax is $-0- (**$28,391.25 paid** at time of original recording)
(X) computed on full value of property conveyed, or
( ) computed on full value less of liens and encumbrances remaining at time of sale.
( ) Unincorporated area: (X) City of San Francisco

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

Veronica T. Erickson, Successor Trustee of the Ernest R. Heinzer Revocable Trust, dated March 3, 2016; and James Watson Heinzer, also known as James W. Heinzer, and Barbara Guldin Heinzer, also known as Barbara G. Heinzer, Trustees of the James Watson Heinzer and Barbara Guldin Heinzer AB Living Trust, dated May 29, 2003

hereby GRANT(S) to

17th & Peralta, LLC, a California limited liability company, that property in City of San Francisco, San Francisco County, State of California, described as:

* * * See "Exhibit A" attached hereto and made a part hereof. * * *

Dated: September 13, 2023

James Watson Heinzer and Barbara Guldin Heinzer AB Living Trust, dated May 29, 2003

James Watson Heinzer

James Watson Heinzer, Trustee

Barbara Guldin Heinzer

Barbara Guldin Heinzer, Trustee

Dated: September 13, 2023

Ernest R. Heinzer Revocable Trust,
dated March 3, 2016

* Veronica T. Erickson, Successor Trustee
*AKA VERONICA ERICKSON

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

STATE OF California)
) SS.
COUNTY OF Contra Costa)

On September 13th 2023 before me, Kalpesh Vaidya, a Notary Public, personally appeared Veronica Erickson, 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: Kalpesh

Name: KALPESH VAIDYA

KALPESH VAIDYA
Notary Public - California
Contra Costa County
Commission # 2334456
My Comm. Expires Sep 27, 2024

(Seal)

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

STATE OF California)
) SS.
COUNTY OF Contra Costa)

On September 13th 2023 before me, Kalpesh Vaidya. , a Notary Public, personally appeared James Watson Heizner and Barbara Gulden Heizner , 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: Kalpesh

Name: KALPESH VAIDYA

KALPESH VAIDYA
Notary Public - California
Contra Costa County
Commission # 2334456
My Comm. Expires Sep 27, 2024

(Seal)

EXHIBIT A

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

PARCEL ONE:

Beginning at a point on the Easterly line of Treat Avenue, distant thereon 125 feet Southerly from the Southerly line of 22nd Street; running thence Southerly along said line of Treat Avenue 30 feet; thence at a right angle Easterly 106 feet, more or less, to the Northwesterly line of right of way of the Southern Pacific Company; thence Northeasterly along said last named line 35 feet more or less to a point on a line drawn parallel with said line of 22nd Street through the point of beginning; thence Westerly along the line so drawn 122 feet 6 inches more or less to the point of beginning.

Being a portion of Mission Block No. 139
Assessor's Lot 030; Block 3639 (Portion)

PARCEL TWO:

Beginning at a point on the Easterly line of Treat Avenue, distant thereon 155 feet Southerly from the Southerly line of 22nd Street; running thence Southerly and along said line of Treat Avenue 30 feet; thence at a right angle Easterly 90 feet, more or less to the Northwesterly line of the right of way of Southern Pacific Company; thence Northeasterly along said Northwesterly line 36 feet more or less to a point perpendicularly distant 155 feet Southerly from the Southerly line of 22nd Street; thence Westerly and parallel with the line of 22nd Street 106 feet, more or less to the point of beginning.

Being a portion of Mission Block No. 139.
Assessor's Lot 029, Block 3639 (Portion)

PARCEL THREE:

All right, title and interest in that certain piece or parcel of land described in that certain instrument dated December 12, 1952, and recorded December 23, 1952 in Book 6064 at Page 351, Official Records of the City and County of San Francisco, conveyed by The John Center Company, a corporation, to Southern Pacific Railroad Company, a corporation, more particularly described as:

Commencing at a point on the Easterly line of Treat Avenue, distant thereon 125 feet Southerly from the Southerly line of 22nd Street, said point being the Northwesterly corner of the land described in Deed from Sarah Werner to Ernest A. Heinzer and Janet W. Heinzer, dated June 26, 1950 and recorded June 29, 1950, in Book 5480 at Page 425, Official Records of the City and County of San Francisco; thence Easterly at a right angle from said Easterly line of Treat Avenue 118.35 feet to a point in the Westerly line of land of the Southern Pacific Railroad Company, said point being the True Point of Beginning of the parcel of land to be described; thence continuing Easterly at right angles from said line of Treat Avenue 8.793 feet to a point distant 22.5 feet Northwesterly, measured radially from the located center line of Southern Pacific Railroad Company's former main track to San Bruno; thence Southwesterly in a direct line 71.983 feet to a point in the Easterly prolongation of the Southerly line of the land described in deed from Maria Jesus Loera and Vicente Loera, and Henry Reepen to Ernest A. Heinzer and Janet W. Heinzer, dated November 26, 1951, recorded November 29, 1951 in Book 5827 at Page 183, Official

Records of the City and County of San Francisco, distant Easterly along said prolongation and said Southerly line, 87.368 feet from the Easterly line of Treat Avenue, last said point being also distant 22.5 feet Northwesterly, measured radially, from said located center line of said Company's former main track; thence Westerly along said Easterly prolongation of said Southerly line, 9.260 feet to a point in said Westerly line of the land of said Southern Pacific Railroad Company; thence Northeasterly along said Westerly line on a curve to the left having a radius of 925.37 feet and a central angle of 4° 28' 2811 (tangent to said curve at last mentioned point makes an angle 53° 54' 42" to the left of said Easterly prolongation of said Southerly line), an arc distance of 72.261 feet to the True Point of Beginning.

Being a portion of Mission Block No. 139.
Portion of Assessor's Lots 029 and 030; Block 3639

Excepting therefrom, the mineral rights as reserved in the Deed from Southern Pacific Railroad Co., recorded December 23, 1952, Book 6064, Page 354.

EXHIBIT K-2

RECORDING REQUESTED BY

Old Republic Title Company
ORN:382543 / 0216036806
APN: Lot 030; Block 3639 and Lot 029; Block 3639
Situs: 931-933 Treat Avenue

WHEN RECORDED MAIL TO

James W. Heinzer and Barbara G. Heinzer
767 Dolphin Drive
Danville, CA 94526

City and County of San Francisco
Joaquín Torres, Assessor-Recorder

Doc #	**2023067949**	Fees	$26.00
9/20/2023	7:12:53 AM	Taxes	$0.00
ES	Electronic	Other	$0.00
Pages 5	Title 001	SB2 Fees	$150.00
Customer	9001	Paid	$176.00

CORRECTION QUITCLAIM DEED

"This Correction Quitclaim Deed is being recorded in order to confirm the interest conveyed in the Grant Deed recorded 4-1-16 as Document Number 2016-K224791, which omitted the names of the Trustees, and to correct the legal description attached to the Quitclaim Deed recorded on February 17, 2023 as Document No. 2023012223, Official Records of City and County of San Francisco."

MAIL TAX STATEMENTS AS DIRECTED ABOVE

RECORDING REQUESTED BY
Old Republic Title Company
ORN:382543 / 0216036806
APN: Lot 030; Block 3639 and Lot 029; Block 3639
Situs: 931-933 Treat Avenue

WHEN RECORDED MAIL TO

James W. Heinzer and Barbara G. Heinzer
767 Dolphin Drive
Danville, CA 94526

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

CORRECTION QUITCLAIM DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S):
DOCUMENTARY TRANSFER TAX IS $-0- R & T 11925
__ Computed on full value of property conveyed, or
__ Computed on full value less liens and encumbrances remaining at time of sale.
___ Unincorporated area _x_ City of San Francisco

For valuable consideration, receipt of which is hereby acknowledged,

Treat Ave. Associates, a general partnership

Hereby REMISES, RELEASES AND FOREVER QUITCLAIMS all interest, if any, to

Barbara G. Heinzer and James W. Heinzer, as Trustees of the James Watson Heinzer and Barbara Guldin Heinzer AB Living Trust, dated May 29, 2003; and Veronica T. Erickson, Successor Trustee of the Ernest R. Heinzer Revocable Trust, dated March 3, 2016

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

See "Exhibit A" attached hereto and made a part hereof.

Dated: September 13, 2023

Treat Ave. Associates

By: James Watson Heinzer
James W. Heinzer, General Partner
*AKA JAMES WATSON HEINZER

By: Barbara G. Heinzer
* Barbara G. Heinzer, General Partner
*AKA BARBARA GULDIN HEINZER

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

STATE OF California)
) SS.
COUNTY OF Contra Costa)

On September 13th 2023 before me, Kalpesh Vaidya, a Notary Public, personally appeared James Watson Heinzen and Barbara Guldin Heinzen, 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: Kalpesh

Name: KALPESH VAIDYA

KALPESH VAIDYA
Notary Public - California
Contra Costa County
Commission # 2334456
My Comm. Expires Sep 27, 2024

(Seal)

EXHIBIT A

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

PARCEL ONE:

Beginning at a point on the Easterly line of Treat Avenue, distant thereon 125 feet Southerly from the Southerly line of 22nd Street; running thence Southerly along said line of Treat Avenue 30 feet; thence at a right angle Easterly 106 feet, more or less, to the Northwesterly line of right of way of the Southern Pacific Company; thence Northeasterly along said last named line 35 feet more or less to a point on a line drawn parallel with said line of 22nd Street through the point of beginning; thence Westerly along the line so drawn 122 feet 6 inches more or less to the point of beginning.

Being a portion of Mission Block No. 139
Assessor's Lot 030; Block 3639 (Portion)

PARCEL TWO:

Beginning at a point on the Easterly line of Treat Avenue, distant thereon 155 feet Southerly from the Southerly line of 22nd Street; running thence Southerly and along said line of Treat Avenue 30 feet; thence at a right angle Easterly 90 feet, more or less to the Northwesterly line of the right of way of Southern Pacific Company; thence Northeasterly along said Northwesterly line 36 feet more or less to a point perpendicularly distant 155 feet Southerly from the Southerly line of 22nd Street; thence Westerly and parallel with the line of 22nd Street 106 feet, more or less to the point of beginning.

Being a portion of Mission Block No. 139.
Assessor's Lot 029, Block 3639 (Portion)

PARCEL THREE:

All right, title and interest in that certain piece or parcel of land described in that certain instrument dated December 12, 1952, and recorded December 23, 1952 in Book 6064 at Page 351, Official Records of the City and County of San Francisco, conveyed by The John Center Company, a corporation, to Southern Pacific Railroad Company, a corporation, more particularly described as:

Commencing at a point on the Easterly line of Treat Avenue, distant thereon 125 feet Southerly from the Southerly line of 22nd Street, said point being the Northwesterly corner of the land described in Deed from Sarah Werner to Ernest A. Heinzer and Janet W. Heinzer, dated June 26, 1950 and recorded June 29, 1950, in Book 5480 at Page 425, Official Records of the City and County of San Francisco; thence Easterly at a right angle from said Easterly line of Treat Avenue 118.35 feet to a point in the Westerly line of land of the Southern Pacific Railroad Company, said point being the True Point of Beginning of the parcel of land to be described; thence continuing Easterly at right angles from said line of Treat Avenue 8.793 feet to a point distant 22.5 feet Northwesterly, measured radially from the located center line of Southern Pacific Railroad Company's former main track to San Bruno; thence Southwesterly in a direct line 71.983 feet to a point in the Easterly prolongation of the Southerly line of the land described in deed from Maria Jesus Loera and Vicente Loera, and Henry Reepen to Ernest A. Heinzer and Janet W. Heinzer, dated November 26, 1951, recorded November 29, 1951 in Book 5827 at Page 183, Official

Records of the City and County of San Francisco, distant Easterly along said prolongation and said Southerly line, 87.368 feet from the Easterly line of Treat Avenue, last said point being also distant 22.5 feet Northwesterly, measured radially, from said located center line of said Company's former main track; thence Westerly along said Easterly prolongation of said Southerly line, 9.260 feet to a point in said Westerly line of the land of said Southern Pacific Railroad Company; thence Northeasterly along said Westerly line on a curve to the left having a radius of 925.37 feet and a central angle of 4° 28' 2811 (tangent to said curve at last mentioned point makes an angle 53° 54' 42" to the left of said Easterly prolongation of said Southerly line), an arc distance of 72.261 feet to the True Point of Beginning.

Being a portion of Mission Block No. 139.
Portion of Assessor's Lots 029 and 030; Block 3639

Excepting therefrom, the mineral rights as reserved in the Deed from Southern Pacific Railroad Co., recorded December 23, 1952, Book 6064, Page 354.

EXHIBIT K-3

(2)

RECORDING REQUESTED BY:

Old Republic Title Company

Escrow No.: 0216036806
APN: Lot 030; Block 3639, Lot 029; Block 3639
Situs: 931 and 933 Treat Avenue

When Recorded Mail Document and Tax Statements to:

17th & Peralta, LLC
933 Treat Avenue
San Francisco, CA 94110

City and County of San Francisco
Joaquin Torres, Assessor-Recorder

Doc #	2023012224	Fees	$36.00
2/17/2023	11:39:19 AM	Taxes	$28,391.25
AM	Electronic	Other	$0.00
Pages 5	Title 001	SB2 Fees	$0.00
Customer	9001	Paid	$28,427.25

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

Grant Deed

Exempt from fee per GC27388.1(a)(2) and GC27388.2(b) ; document is subject to the imposition of documentary transfer tax

The undersigned grantor(s) declare(s):
Documentary Transfer Tax is $28,391.25
(X) computed on full value of property conveyed, or
( ) computed on full value less of liens and encumbrances remaining at time of sale.
( ) Unincorporated area: (X) City of San Francisco

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Veronica T. Erickson, Successor Trustee of the Ernest R. Heinzer Revocable Trust dated March 3, 2016; and James Watson Heinzer, also known as James W. Heinzer, and Barbara Guldin Heinzer, also known as Brbara G. Heinzer, Trustees of the James Watson Heinzer and Barbara Guldin Heinzer AB Living Trust dated May 29, 2003

hereby GRANT(S) to
17th & Peralta, LLC, a California limited liability company

that property in City of San Francisco, San Francisco County, State of California, described as:
* * * See "Exhibit A" attached hereto and made a part hereof. * * *

Date: January 31, 2023

Ernest R. Heinzer Revocable Trust

By: _____
Veronica T. Erickson, Successor Trustee

James Watson Heinzer and Barbara Guldin Heinzer AB Living Trust

By: SIGNED IN COUNTERPART
James Watson Heinzer

SIGNED IN COUNTERPART
Barbara Guldin Heinzer

RECORDING REQUESTED BY:

Old Republic Title Company

Escrow No.: 0216036806
APN: Lot 030; Block 3639, Lot 029; Block 3639
Situs: 931 and 933 Treat Avenue

When Recorded Mail Document and Tax Statements to:

17th & Peralta, LLC
933 Treat Avenue
San Francisco, CA 94110

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

Grant Deed

Exempt from fee per GC27388.1(a)(2) and GC27388.2(b) ; document is subject to the imposition of documentary transfer tax

The undersigned grantor(s) declare(s):
Documentary Transfer Tax is $28,391.25
(X) computed on full value of property conveyed, or
( ) computed on full value less of liens and encumbrances remaining at time of sale.
( ) Unincorporated area: (X) City of San Francisco

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Veronica T. Erickson, Successor Trustee of the Ernest R. Heinzer Revocable Trust dated March 3, 2016; and James Watson Heinzer, also known as James W. Heinzer, and Barbara Guldin Heinzer, also known as Brbara G. Heinzer, Trustees of the James Watson Heinzer and Barbara Guldin Heinzer AB Living Trust dated May 29, 2003

hereby GRANT(S) to
17th & Peralta, LLC, a California limited liability company

that property in City of San Francisco, San Francisco County, State of California, described as:
* * * See "Exhibit A" attached hereto and made a part hereof. * * *

Date: January 31, 2023

Ernest R. Heinzer Revocable Trust

By: SIGNED IN COUNTERPART
Veronica T. Erickson, Successor Trustee

James Watson Heinzer and Barbara Guldin Heinzer AB Living Trust

By: James Watson Heinzer
James Watson Heinzer

Barbara Guldin Heinzer
Barbara Guldin Heinzer

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 CA
County of Contra Costa

On 2/11/2023 before me, Matthew P Dixon a Notary Public, personally appeared Veronica T Erickson, 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: Matthew P Dixon

Name: Matthew P Dixon
(Typed or Printed)

MATTHEW P DIXON
Notary Public - California
Solano County
Commission # 2288593
My Comm. Expires Jun 12, 2023

(Seal)

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 Contra Costa

On February 11, 2023 before me, Shelly Connor a Notary Public, personally appeared James Watson Heinzer and Barbara Gulbin Heinzer, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

Name: Shelly Connor
(Typed or Printed)

(Seal)

SHELLY CONNOR
Notary Public - California
Contra Costa County
Commission # 2432389
My Comm. Expires Jan 21, 2027

ORDER NO. : 0216036806

EXHIBIT A

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

PARCEL ONE:

Beginning at a point on the Easterly line of Treat Avenue, distant thereon 125 feet Southerly from the Southerly line of 22nd Street; running thence Southerly along said line of Treat Avenue 30 feet; thence at a right angle Easterly 106 feet, more or less, to the Northwesterly line of right of way of the Southern Pacific Company; thence Northeasterly along said last named line 35 feet more or less to a point on a line drawn parallel with said line of 22nd Street through the point of beginning; thence Westerly along the line so drawn 122 feet 6 inches more or less to the point of beginning.

Being a portion of Mission Block No. 139

EXCEPTING THEREFROM, the mineral rights as reserved in the Deed from Southern Pacific Railroad Co., recorded December 23, 1952, Book 6064, Page 354.

Assessor's Lot 030; Block 3639 (Portion)

PARCEL TWO:

Beginning at a point on the Easterly line of Treat Avenue, distant thereon 155 feet Southerly from the Southerly line of 22nd Street; running thence Southerly and along said line of Treat Avenue 30 feet; thence at a right angle Easterly 90 feet, more or less to the Northwesterly line of the right of way of Southern Pacific Company; thence Northeasterly along said Northwesterly line 36 feet more or less to a point perpendicularly distant 155 feet Southerly from the Southerly line of 22nd Street 106 feet, more or less to the point of beginning.

Being a portion of Mission Block No. 139.

EXCEPTING THEREFROM, the mineral rights as reserved in the Deed from Southern Pacific Railroad Co., recorded December 23, 1952, Book 6064, Page 354.

Assessor's Lot 029, Block 3639 (Portion)

EXHIBIT K-4

(1)

RECORDING REQUESTED BY:

Old Republic Title Company

Escrow No.: 0216036806
APN Lot 030; Block 3639
Situs: 931 Treat Avenue

When Recorded Mail Document and Tax Statements to:

James W. Heinzer and Barbara G. Heinzer
767 Dolphin Drive
,Danville, CA 94526

City and County of San Francisco
Joaquin Torres, Assessor-Recorder

Doc #	2023012223	Fees	$20.00
2/17/2023	11:39:18 AM	Taxes	$0.00
AM	Electronic	Other	$0.00
Pages 3	Title 001	SB2 Fees	$0.00
Customer	9001	Paid	$20.00

SPACE ABOVE THIS LINE FOR RECORDERS USE

Quit Claim Deed

Exempt from fee per GC27388.1(a)(2) and GC27388.2(b); document recorded in connection with a concurrent transfer subject to the imposition of documentary transfer tax

The undersigned grantor(s) declare(s):
Documentary transfer tax is 0 R & T 11925
( ) computed on full value of property conveyed, or
( ) computed on full value less value of liens and encumbrances remaining at time of sale.
( ) Unincorporated area: (X) City of San Francisco
( ) Realty not sold.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Treat Ave. Associates, a general partnership

hereby REMISE(S), RELEASE(S) AND FOREVER QUITCLAIM(S) to
Barbara G. Heinzer and James W. Heinzer, as Trustees of the James Watson Heinzer and Barbara Guldin Heinzer AB Living Trust, dated May 29, 2003; and Veronica T. Erickson, Successor Trustee of the Ernest R. Heinzer Revocable Trust, dated March 3, 2016

that property in City of San Francisco, San Francisco County, State of California, described as:
* * * See "Exhibit A" attached hereto and made a part hereof. * * *

This Quitclaim Deed is for the purpose of confirming the interest conveyed in the Grant Deed recorded 4-1-16 as document number 2016-K224791 which omitted the names of the trustees.

Mail Tax Statements to Grantee at address above

Date February 01, 2023

Treat Ave. Associates

By: James Watson Heinzer
James W. Heinzer, General Partner

Barbara Guldin Heinzer
Barbara G. Heinzer, General Partner

MAIL TAX STATEMENTS AS DIRECTED ABOVE

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

State of CALIFORNIA
County of CONTRA COSTA

On FEBRUARY 11, 2023 before me, SHELLY, CONNOR a Notary Public, personally appeared JAMES W. HEINZER AND BARBARA G. HEINZER, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

Name: SHELLY CONNOR
(Typed or Printed)

(Seal)

SHELLY CONNOR
Notary Public - California
Contra Costa County
Commission # 2432389
My Comm. Expires Jan 21, 2027

MAIL TAX STATEMENTS AS DIRECTED ABOVE

ORDER NO. : 0216036806

EXHIBIT A

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

Beginning at a point on the Easterly line of Treat Avenue, distant thereon 125 feet Southerly from the Southerly line of 22nd Street; running thence Southerly along said line of Treat Avenue 30 feet; thence at a right angle Easterly 106 feet, more or less, to the Northwesterly line of right of way of the Southern Pacific Company; thence Northeasterly along said last named line 35 feet more or less to a point on a line drawn parallel with said line of 22nd Street through the point of beginning; thence Westerly along the line so drawn 122 feet 6 inches more or less to the point of beginning.

Being a portion of Mission Block No. 139

Assessor's Lot 030; Block 3639 (Portion)

EXHIBIT L

ARTICLES OF INCORPORATION

OF

THE JOHN CENTER COMPANY.

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, citizens and residents of the State of California, have this day voluntarily associated ourselves together for the purpose of forming a corporation under the laws of the State of California.

AND WE HEREBY CERTIFY,

FIRST: That the name of said corporation shall be THE JOHN CENTER COMPANY.

SECOND: That the purposes for which it is formed are to acquire, buy, sell, hold, own, mortgage, hypothecate, lease, let, exchange and improve, in the modes and ways permitted by law, all kinds of real and personal property; to acquire, buy, own, hold, sell, assign, transfer, mortgage, pledge or otherwise dispose of shares of the capital stock of any other corporation or corporations, of this or any other State, Territory or country; and also the bonds or other securities or evidences of indebtedness of any such corporation, and while owner of such shares, bonds, securities or evidences of indebtedness, to exercise all of the rights, powers and privileges of ownership, including the right to vote thereon; to aid in any manner any corporation of which any of the bonds or other securities or evidences of debt or stock may for the time being be held by this corporation, and to do any acts or things designed to protect, preserve, improve or enhance the value of any such bonds or other securities or evidences of debt or stock; to borrow money, and to convey, in trust, or by way of mortgage or pledge, any of its property, rights and franchises, including stocks and bonds issued by it for the purpose of securing any indebtedness which it may contract; to loan money, and to take security therefor by way of mortgage, deed of trust, pledge or otherwise; and generally to make all kinds of contracts, and do and perform all other things necessary or incidental to any of the purposes hereinabove set forth.

THIRD: That the place where the principal business of said corporation is

to be transacted is the City and County of San Francisco, State of California.

FOURTH: That the term for which said corporation is to exist is fifty years, from and after the date of its incorporation.

FIFTH: That the number of directors of said corporation shall be three (3) and that the names and residences of the Directors, who are appointed for the first year, and to serve until the election and qualification of such officers, are as follows, to-wit:

NAMES	WHOSE RESIDENCE IS AT.
John Center,	San Francisco, California.
George L. Center,	San Francisco, California.
A.F. Morrison,	San Francisco, California.

SIXTH: That the amount of the capital stock of said corporation is five hundred thousand (500,000) dollars, and the number of shares into which it is divided is five thousand (5,000) shares of the par value of One hundred (100) dollars each.

SEVENTH: That the amount of said capital stock which has been actually subscribed is Three hundred (300) dollars, and the following are the names of the persons by whom the same has been subscribed, to-wit:

NAMES OF SUBSCRIBERS	NO. OF SHARES	AMOUNT.
JOHN CENTER	One	$100.00
GEORGE L. CENTER	One	$100.00
A.F. MORRISON	One	$100.00

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this 22d day of April, A.D. 1908.

Signed and Sealed in the Presence of

A. J. Henry.

John Center (SEAL)

George L. Center (SEAL)

A. F. Morrison (SEAL)

STATE OF CALIFORNIA)
) ss:
City and County of San Francisco)

On this 20th day of April in the year A.D. 1908, before me A. J. HENRY, a Notary Public in and for said City and County of San Francisco, duly commissioned and sworn, personally appeared John Center, George L. Center and A.F. Morrison, known to me to be the persons whose names are subscribed to and who executed the within instrument, and they acknowledged that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City and County of San Francisco, the day and year last above written.

(S E A L)

A.J. HENRY,
Notary Public
in and for the City and County of
San Francisco, State of California,
660 Market St.

County Clerk.
City and County of San Francisco, } ss.
STATE OF CALIFORNIA.

I.....County Clerk
of the City and County of San Francisco, State of California,
Do Hereby Certify, that the annexed is a full, true and correct Copy of the
Original Articles of Incorporation of.....
The John Center Company
and of the whole thereof now remaining on file and of record in my office.
Witness my hand and official Seal this 21st
day of April A. D. 190 8

.....
County Clerk.
L. Melch
Deputy Clerk.

53595 37 87

53595

ARTICLES OF INCORPORATION

OF

THE JOHN CENTER COMPANY

FILED in the Office of the
SECRETARY OF STATE
the 22nd day of
April A. D. 1908
T. F. Tenney
SECRETARY OF STATE
By [illegible]
DEPUTY
Record Book 218 Page 27

(8)

(Copy)

7

O.K. Dng.

Filed in the Office of the
County Clerk of the City and
County of San Francisco, State
of California, this 21st
day of April A. D. 1908
H. J. MULCREVY, County Clerk
By [illegible]
Deputy Clerk

Morrison Cope & Brobeck

CERTIFICATE OF INCREASE OF THE NUMBER
OF DIRECTORS OF THE JOHN CENTER COMPANY.

STATE OF CALIFORNIA, }
CITY AND COUNTY OF SAN FRANCISCO. } ss.

The undersigned, CHARLES T. SPADER, the Vice-President, and H. W. HENDERSON, the Secretary, of THE JOHN CENTER COMPANY, do certify as follows:

That The John Center Company now is, and at all times herein mentioned was, a corporation duly created, organized and existing under and by virtue of the laws of the State of California, with its office and principal place of business in the City and County of San Francisco, State aforesaid.

That the capital stock of said corporation as fixed and authorized by its Articles of Incorporation is, and at all times herein mentioned was, the sum of Five Hundred Thousand Dollars ($500,000), divided into five thousand (5,000) shares of the par value of One Hundred Dollars ($100) each.

That four thousand and fifty (4,050) shares of the capital stock of said corporation, and no more, are now and at all times herein mentioned were subscribed, issued and outstanding.

That the directors of said The John Center Company as fixed and named in its Articles of Incorporation were at all times from the date of its incorporation until increased as hereinafter set forth, three (3) in number.

That on the 12th day of April, 1923, the stockholders of said The John Center Company representing a majority of its subscribed capital stock, and being the owners and holders of the majority of the issued capital stock of said corporation, filed with the Secretary of said corporation their written assent to the increase of the number of directors of said corporation from three (3) directors, as named in the Articles of Incorporation, to five (5) directors, a true and correct copy of which said written assent is attached hereto, made a part hereof, marked Exhibit "A".

That the total amount of the subscribed, issued and outstanding capital stock of said corporation represented by said written assent of the stockholders was 2825 shares of stock, each of the par value of One Hundred Dollars ($100), being a majority of the subscribed, issued and outstanding capital stock of the corporation.

That George L. Center, the President of said The John Center Company, is unable by reason of illness to execute this certificate on behalf of the said The John Center Company, and that therefore the same is

executed by the Vice-President, Charles T. Spader; that Article IV of the By-Laws of said The John Center Company provides as follows:

"ARTICLE IV.

President and Vice-President.

The powers and duties of the President are:

Section 1. To preside at all meetings of the Board of Directors and of the stockholders.

Section 2. To call special meetings of the stockholders and also of the Board of Directors at such time as he shall deem proper.

Section 3. To affix the signature of the corporation to all deeds, conveyances, mortgages, leases, promissory notes, contracts, obligations, certificates and other papers and instruments in writing which may require the same, unless the Board of Directors shall otherwise direct; and to supervise and control, subject to the direction of the Board of Directors, all of the officers, agents and employes of the Company.

Section 4. In case of the absence or disability of the President, the Vice President shall perform his duties, in his stead. "

that this certificate is therefore made by said Charles T. Spader, as such Vice-President.

We do further certify that by the action taken by the stockholders as aforesaid the number of Directors of said The John Center Company has been increased from

three (3) directors as named in its Articles of Incorporation to five (5) directors.

IN WITNESS WHEREOF, we have hereunto subscribed our names as Vice-President and Secretary, respectively, of said corporation, and the Secretary has caused the seal of said corporation to be hereunto affixed, this 14th day of April, 1923.

Charles D Spader
Vice-President of
The John Center Company

H W Henderson
Secretary of
The John Center Company

EXHIBIT "A".

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, being the owners and holders of a majority of the issued and outstanding capital stock of THE JOHN CENTER COMPANY, a corporation, and representing a majority of the subscribed, issued and outstanding capital stock of said corporation, hereby order that the number of directors of said corporation be increased from three (3) directors, as named in the Articles of Incorporation, to five (5) directors; and we hereby request that the President and Secretary of the corporation take such steps as may be necessary to cause this order to become effectual, and to cause the necessary certificate to be issued and filed in the offices required by law.

IN WITNESS WHEREOF, we have hereunto subscribed our names this 12th day of April, 1923.

NAME OF STOCKHOLDER	NUMBER OF SHARES
GEORGE L. CENTER	
By MARGARET E. CENTER, his Attorney in Fact	1251
MARGARET E. CENTER	674
C. T. SPADER	50
H. W. HENDERSON	50
SAMUEL CENTER	600
JENNIE W. CENTER	200
Total	2825

EXHIBIT "A".

STATE OF CALIFORNIA,
CITY AND COUNTY OF SAN FRANCISCO. } ss.

CHARLES T. SPADER and H. W. HENDERSON, each being separately duly sworn, depose and say:

That said Charles T. Spader is the Vice-President and said H. W. Henderson is the Secretary of The John Center Company, the corporation named in the foregoing certificate; that each of them has read said certificate and knows the contents thereof and the same is true of their own knowledge.

Charles T. Spader

H. W. Henderson

Subscribed and sworn to before me
this 14th day of April, 1923.

Theo. Bolish
NOTARY PUBLIC
in and for the City and County of
San Francisco, State of California.

STATE OF CALIFORNIA,
CITY AND COUNTY OF SAN FRANCISCO. } ss.

On this 14 day of April, 1923, before me THEO. FROLICH, a Notary Public in and for the City and County of San Francisco, State of California, duly commissioned and sworn, personally appeared CHARLES T. SPADER, known to me to be the Vice-President, and H. W. HENDERSON, known to me to be the Secretary, of THE JOHN CENTER COMPANY, the corporation named in the within and annexed instrument, whose names are subscribed thereto as Vice-President and Secretary, respectively, and they duly acknowledged to me that they executed said instrument as such Vice-President and Secretary of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City and County of San Francisco, State of California, the day and year in this certificate first above written.

Theo. Frolich
NOTARY PUBLIC
in and for the City and County of
San Francisco, State of California.

I, H. W. HENDERSON, Secretary of THE JOHN CENTER COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, hereby certify that the signers of the foregoing certificate constitute the owners and holders of the majority of the issued and outstanding capital stock of said The John Center Company, and represent the majority of the subscribed, issued and outstanding capital stock of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said corporation this 14th day of April, 1923.

H W Henderson

Secretary of
The John Center Company

53595

CERTIFICATE OF INCREASE OF THE NUMBER OF DIRECTORS

OF

THE JOHN CENTER COMPANY

DATED: April 14, 1923.

APR 23 1923

Frank C. Jordan

Secretary of State

By [illegible] Deputy

MORRISON, DUNNE & BROBECK
ATTORNEYS AT LAW
CROCKER BUILDING
SAN FRANCISCO

STATE CORPORATION DEPARTMENT
OF THE
STATE OF CALIFORNIA

In the matter of the application of THE JOHN CENTER COMPANY for a certificate authorizing it to divide, withdraw or pay or distribute to its present stockholders a portion of its capital assets under Section 309½ of the Civil Code of the State of California.	PERMIT

THE JOHN CENTER COMPANY, a California corporation, and its board of directors, are permitted to divide, withdraw or pay or distribute to its stockholders of record a part of its capital assets of the aggregate value of $1,095,093.65 as described in the application on file in the office of the Commissioner of Corporations, in the proportion to each of such stockholders that the number of shares then owned by him bears to the whole number of shares of applicant's capital stock then issued and outstanding.

THE JOHN CENTER COMPANY is a California corporation in process of liquidation.

After a hearing duly had in accordance with law, it appears:

1. That there is issued and outstanding an aggregate par value of $405,000.00 of its capital stock.

2. That the amount of its assets which will remain after the distribution herein permitted is - $10,000.00.

3. That the amount of its indebtedness is - $6,000.00.

4. That the amount of its capital stock which said corporation shall thereafter be deemed to have until changed by law is - - - - - - - - - - - $10,000.00.

This permit is issued upon each of the following conditions:

(a) That the amount of capital assets per share divided, withdrawn, distributed and paid under this permit shall be endorsed upon all of the certificates of stock of applicant now issued and outstanding, and upon any certificates of stock of applicant hereafter issued.

(b) That before any division, withdrawal, payment and distribution of assets is made under this permit, there shall be filed in the office of the Secretary of State, and in the office of the County Clerk of the county where the principal place of business of applicant is located, and in the office of the County Clerk of every county of the state in which applicant owns and holds real property, a certified copy of this permit.

(c) That no final distribution of capital assets shall be made, unless and until dissolution proceedings first be had and final decree entered therein under Title VI of Part III of the Code of Civil Procedure of the State of California.

THE ISSUANCE OF THIS CERTIFICATE IS PERMISSIVE ONLY AND DOES NOT CONSTITUTE A RECOMMENDATION OR ENDORSEMENT OF ANY SECURITIES OR OTHER MATTERS HEREIN CONTAINED.

DATED: San Francisco, California,
July 2, 1926.

(SEAL)

EDWIN M. DAUGHERTY
Commissioner of Corporations

(signed) By CLIFFORD J. MacMILLAN
Deputy

AHC:EL

IMPORTANT

Attention is called to Section 7 of the Corporate Securities Act of the State of California.

This section requires that any advertisement, pamphlet, prospectus or circular circulated or published concerning any security sold or offered for sale must first be submitted to the State Corporation Department before the same is published, used or circulated.

Corp. Dept. Form O-3

IMPORTANT

Attention is particularly directed to the CONDITIONS of this permit, and you are requested to notify this Department immediately when any or all of said conditions have been complied with; or to give fully reasons for non-compliance with any of said conditions.

In case the fact that the Commissioner of Corporations has authorized a particular security to be sold and issued is printed in any circular, pamphlet or newspaper, the words: "The Commissioner of Corporations does not recommend or endorse the purchase of this security," shall be printed in type two sizes larger than the type in which the statement of fact that such security has been authorized to be sold and issued by said Commissioner appears.

29475 12-27 55(

STATE OF CALIFORNIA)
(ss
CITY AND COUNTY OF SAN FRANCISCO)

I, EDWIN M. DAUGHERTY, Commissioner of Corporations, of the State of California, do hereby certify that the following is a true and correct copy of PERMIT heretofore issued on the 2nd day of July, 1926, to THE JOHN CENTER COMPANY, as the same is now on file and of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 2nd day of July, 1926.

San Francisco, California.

EDWIN M. DAUGHERTY
Commissioner of Corporations

By [signature] Deputy.

Indexed

FILE NO. 53595

BEFORE THE

STATE CORPORATION DEPARTMENT

IN RE

APPLICATION OF

THE JOHN GEILER COMPANY

FILED

in the office of the Secretary of State
OF THE STATE OF CALIFORNIA

JUL 8 - 1926

FRANK C. JORDAN
SECRETARY OF STATE

By Robert V. Jordan
DEPUTY

STATE CORPORATION DEPARTMENT
OF THE
STATE OF CALIFORNIA
CALIFORNIA FRUIT BUILDING SACRAMENTO, CALIFORNIA

42460 12-25 5M

(Capital structure changed from $500,000 to 5,000 sh. N.P.V.)

Department of State
Corporation Number
53595

CERTIFICATE OF AMENDMENT OF

ARTICLES OF INCORPORATION

OF

THE JOHN CENTER COMPANY

FILED
in the office of the Secretary of State
OF THE STATE OF CALIFORNIA
MAY 13 1933
FRANK C. JORDAN
SECRETARY OF STATE
By [signature]
DEPUTY

We, the undersigned, CHARLES W. GOMPERTZ, President, and M. Z. QUINN, Secretary, of THE JOHN CENTER COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, do hereby certify and declare as follows:

1. The John Center Company now is, and at all times mentioned herein was, a corporation organized, created and existing under and by virtue of the laws of the State of California, having its office and principal place of business in the City and County of San Francisco, State of California.

2. The undersigned, Charles W. Gompertz and M. Z. Quinn are respectively the President and Secretary of The John Center Company.

3. By proceedings duly taken and had, the Articles of Incorporation of The John Center Company were amended by a majority vote of the board of directors of the corporation and the assent in writing of the holders of more than a majority of the issued and outstanding capital stock of the corporation as follows:

Article Sixth of the Articles of Incorporation was amended to read as follows:

> "Sixth: This corporation is authorized to issue only one class of shares of stock; the total number of such shares is five thousand (5,000) and all such shares are without par value. The present issued and outstanding capital stock of said corporation of the par value of One Hun-

dred Dollars ($100.00) each are hereby reclassified into shares of capital stock without par value.

"The Directors of this corporation are hereby granted power and authority to levy and collect by sale or forfeiture or by action, from time to time, as in their discretion they may deem advisable, assessments upon all the shares of stock of the corporation at any time issued and outstanding, and shall have and enjoy all the rights and privileges with reference to such assessments as are fixed, provided and established by law in respect of corporations, the directors of which have such power of assessment."

4. The proceedings by virtue of which said amendment was adopted were as follows:

On the 27th day of March, 1933, at the hour of 3:30 o'clock P. M., at the office of the corporation in the City and County of San Francisco, State of California, to wit: 593 Market Street, at a meeting of the board of directors of the corporation duly called and held at said time and place in the manner provided by the By-Laws of the corporation, and at which meeting more than a majority of the directors of the corporation were present and participated therein, a resolution was regularly proposed, voted upon and duly adopted by the affirmative vote of all the directors of the corporation present at the meeting, which resolution was in words and figures as follows:

"WHEREAS, the Board of Directors of this corporation, THE JOHN CENTER COMPANY, a California corporation, deem it to be to the best interests of the corporation to amend Article Sixth of the Articles of Incorporation in the manner hereinafter set forth:

"NOW, THEREFORE, BE IT RESOLVED, that Article Sixth of the Articles of Incorporation of this corporation be amended to read as follows:

'Sixth: This corporation is authorized to issue only one class of shares of stock; the total number of such shares is five thousand (5,000) and all such shares are without par value. The present issued and outstanding capital stock of said corporation of the par value of One Hundred Dollars ($100.00) each are hereby reclassified into shares of capital stock without par value.

'The Directors of this corporation are

hereby granted power and authority to levy and collect by sale or forfeiture or by action, from time to time, as in their discretion they may deem advisable, assessments upon all the shares of stock of the corporation at any time issued and outstanding, and shall have and enjoy all the rights and privileges with reference to such assessments as are fixed, provided and established by law in respect of corporations, the directors of which have such power of assessment.';

and

"BE IT FURTHER RESOLVED, that the officers of this corporation be and they are hereby authorized, directed and empowered to obtain the written consent of the shareholders of this corporation to said amendment of the Articles of Incorporation and thereafter to execute and file with the Secretary of State of the State of California a Certificate of Amendment in the manner provided by law."

5. The total amount of the subscribed for, issued and outstanding capital stock of the corporation at the date and time of said meeting of the board of directors was four thousand fifty (4,050) shares of the par value of One Hundred Dollars ($100.00) each, amounting in the aggregate to Four Hundred Five Thousand Dollars ($405,000.00); and the holders of twenty-eight hundred seventy-six (2,876) shares of the capital stock of the corporation approved said resolution of the board of directors by their written assent and approval thereto filed with the Secretary of the corporation, which said written assent and approval contained a true copy of the resolution of the board of directors in words and figures aforesaid.

6. By virtue of the proceedings hereinabove set forth, the Articles of Incorporation of The John Center Company have been amended as aforesaid.

IN WITNESS WHEREOF, on this 12th day of May, 1933, Charles W. Gompertz, President, and M. Z. Quinn, Secretary, of The John Center Company have hereunto set their respective names

and affixed the seal of the said corporation.

Charles W. Gompeytz
(Charles W. Gompeytz)
President of
THE JOHN CENTER COMPANY

M. Z. Quinn
(M. Z. Quinn)
Secretary of
THE JOHN CENTER COMPANY

STATE OF CALIFORNIA)
) ss.
City and County of San Francisco)

CHARLES W. GOMPERTZ, being first duly sworn, deposes and says:

He is the President of The John Center Company, the corporation named in and referred to in the foregoing certificate; he has read said certificate, knows the contents thereof, and it is true of his own knowledge.

Charles W. Gompertz
(Charles W. Gompertz)

Subscribed and sworn to before me
this 12th day of May, 1933.

NOTARY PUBLIC
in and for the City and County of
San Francisco, State of California

My Commission Expires [illegible]

STATE OF CALIFORNIA)
) ss.
City and County of San Francisco)

M. Z. QUINN, being first duly sworn, deposes and says:

She is the Secretary of The John Center Company, the corporation named in and referred to in the foregoing certificate; she has read said certificate, knows the contents thereof, and it is true of her own knowledge.

M. Z. Quinn
(M. Z. Quinn)

Subscribed and sworn to before me
this 12th day of May, 1933.

NOTARY PUBLIC
in and for the City and County of
San Francisco, State of California

My Commission Expires August 29, 1934

CERTIFICATE OF AMENDMENT

OF

ARTICLES OF INCORPORATION

OF

THE JOHN CENTER COMPANY

Dated: May 12th, 1933.

MORRISON, HOHFELD, FOERSTER,
SHUMAN & CLARK
ATTORNEYS AT LAW
CROCKER BUILDING
SAN FRANCISCO, CALIFORNIA

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Page Number
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partment of State
Corporation Number
53595

FILED
in the office of the Secretary of State
OF THE STATE OF CALIFORNIA
FEB 16 1934
FRANK C. JORDAN
SECRETARY OF STATE
By DEPUTY

CERTIFICATE OF ELECTION
OF
THE JOHN CENTER COMPANY
TO WIND UP AND DISSOLVE

The undersigned, CHARLES W. GOMPERTZ and M. Z. QUINN, do hereby certify that they are, and have been at all times herein mentioned, respectively, the duly elected and acting President and Secretary of THE JOHN CENTER COMPANY, a California corporation; and they do hereby further certify and state:

1. That said corporation has elected to wind up and dissolve; and

2. That the shareholders of said corporation holding four thousand fifty (4,050) shares thereof, entitled to vote and representing a majority, to wit, all, of the voting power of said corporation, have elected, by their written consents filed with the Secretary of said corporation, that said corporation shall wind up its affairs and voluntarily dissolve; and

3. That the total number of issued and outstanding shares of said corporation entitled to vote is four thousand fifty (4,050) shares.

IN WITNESS WHEREOF, the undersigned have executed this certificate this 15th day of February, 1934.

Charles W. Gompertz
(Charles W. Gompertz)
President of
THE JOHN CENTER COMPANY

M. Z. Quinn
(M. Z. Quinn)
Secretary of
THE JOHN CENTER COMPANY

STATE OF CALIFORNIA)
) ss.
City and County of San Francisco)

On this 07th day of February, in the year One Thousand Nine Hundred Thirty-four, before me, W. W. HEALEY, a Notary Public in and for said City and County, residing therein, duly commissioned and sworn, personally appeared CHARLES W. GOMPERTZ and M. Z. QUINN, President and Secretary, respectively, of THE JOHN CENTER COMPANY, a corporation, known to me to be the persons whose names are subscribed to the within instrument, and they acknowledged to me that they executed the same as President and Secretary, respectively, of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in said City and County of San Francisco, the say and year in this certificate first above written.

W. W. Healey
NOTARY PUBLIC
in and for the City and County of
San Francisco, State of California.

My commission expires August 28, 1937

CERTIFICATE OF ELECTION
OF
THE JOHN CENTER COMPANY
TO WIND UP AND DISSOLVE

DATED: February ___, 1934.

MORRISON, HOHFELD, FOERSTER,
SHUMAN & CLARK
ATTORNEYS AT LAW
CROCKER BUILDING
SAN FRANCISCO, CALIFORNIA

POSTED

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Page Number
21459

Department of State
Corporation Number
53548

FILED
in the office of the Secretary of State
OF THE STATE OF CALIFORNIA
APR 25 1934
FRANK C. JORDAN
SECRETARY OF STATE
By [signature] DEPUTY

CERTIFICATE OF WINDING UP AND DISSOLUTION OF THE JOHN CENTER COMPANY
a California corporation.

The undersigned do hereby certify that they are a majority of the Directors of The John Center Company, a California corporation; and they do further hereby certify and state:

1. That on the 16th day of February, 1934, a certificate signed and acknowledged in accordance with Section 400 of the California Civil Code was filed with the California Secretary of State stating that said corporation had elected to wind up and dissolve; that a copy of said certificate duly certified by said Secretary of State was thereafter on the 20th day of February, 1934, filed in the office of the County Clerk of the City and County of San Francisco, State of California, said City and County being the County in the State of California where the principal office for the transaction of the business of said corporation is located.

2. That the Directors of said corporation heretofore caused written notice of the commencement of the proceedings of the winding up of said corporation to be given by mail to all its shareholders and to all its known creditors and claimants whose addresses appear on the records of said corporation, all in accordance with Section 400a of the California Civil Code.

3. That said corporation has been completely wound up, its known assets distributed, any tax or penalty due under the Bank and Corporation Franchise Tax Act of the State of California paid, and its other known debts and liabilities actually paid or adequately provided for, and that said corporation

is therefore dissolved.

IN WITNESS WHEREOF, the undersigned have executed this certificate this 19th day of April, 1934.

Mary T. Morrison.

Thos F. Smith

J. Thomas

Charles W Gompertz

A majority of the Directors
of
THE JOHN CENTER COMPANY.

STATE OF CALIFORNIA)
) ss.
City and County of San Francisco)

On this 23rd day of April, 1934, before me, W. W. HEALEY, a Notary Public in and for said City and County, residing therein, duly commissioned and sworn, personally appeared MAY T. MORRISON, STUART F. SMITH, J. F. SHUMAN and CHARLES W. GOMPERTZ, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in said City and County of San Francisco, the day and year in this Certificate first above written.

W. W. Healey
NOTARY PUBLIC
in and for the City and County of
San Francisco, State of California

CERTIFICATE OF WINDING UP

AND DISSOLUTION OF

THE JOHN CENTER COMPANY,
a California corporation.

DATED: APRIL 19, 1934.

ENTERED

MORRISON, HOHFELD, FOERSTER,
SHUMAN & CLARK
ATTORNEYS AT LAW
CROCKER BUILDING
SAN FRANCISCO, CALIFORNIA

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State of Nevada, County of Washoe, ss.
I hereby certify that the foregoing
is a full, true and correct copy of the
original on file in my office.
Witness my hand and the seal of said County
this 11 day of Feb 1935
SHIRLEY M. WEBER, Co. Clerk
By [illegible] Deputy

I hereby certify that the foregoing transcript of 32 page(s) is a full, true and correct copy of the complete record in the custody of the California Secretary of State's office as of this date.

SEP 14 2026

SHIRLEY N. WEBER, Ph.D., Secretary of State

EXHIBIT M-1

RETURN TO:
JAMES W. HEINZER
P.O. Box 410007
San Francisco, CA 94141-0007

SAN FRANCISCO, CA RECORDER'S OFFICE
Bruce Jamison, Recorder
DOC- F016417

Thursday, October 24, 1991 02:05:40PM
Rec 6.00 --- Pg 4.00
Stp 3.00 --- Mic 1.00
Amt 14.00 ---
TOTAL -> $14.00
REEL F488 IMAGE 0582

CERTIFIED COPY

CITY AND COUNTY OF SAN FRANCISCO

Recording requested by:

Ernest R. Heinzer &
James W. Heinzer

After recording return to:

Ernest R. Heinzer &
James W. Heinzer
P.O. Box 410007
San Francisco, CA. 94141-0007

CITY AND COUNTY OF SAN FRANCISCO

NOTICE OF INTENT TO PRESERVE INTEREST

This notice is intended to preserve an interest in real property from extinguishment pursuant to Title 5 (commencing with Section 880.020) of Part 2 of Division 2 of the Civil Code (Marketable Record Title).

Claimants — Names: Ernest R. Heinzer & James W. Heinzer
Mailing address: P.O. Box 410007, San Francisco, CA. 94141-0007

Interest — Character: Reversionary Right of Fee Simple Ownership (which has not expired pursuant to authority provided by sub. (a) of Sec. 880.240 of the Civil Code).

Record location of documents creating or evidencing interests in claimants:

1) A deed executed by John Center in favor of the San Francisco and San Jose Railroad Company dated October 10, 1863, and recorded on May 26, 1868 in Book/Reel 429 of the Official Records at Page/Image 391, Records of the City and County of San Francisco. Said deed provides that the land hereby conveyed to be used and employed by said company for railroad purposes only and when not so used for any period of six months or a less period, if absolutely abandoned, the same shall revert to said grantor or his representatives.
2) Said reverter stated above is confirmed in that certain Decree in the Superior Court of the State of California, in and for the City and County of San Francisco, Case No. 19,851 recorded on March 8, 1912 in Book/Reel 598 of Official Records at Page/Image 329, Records of the City and County of San

-1-

Francisco. In that decision, it states that the Southern Pacific Railroad Company succeeded to the right-of-way for its railroad and that the John Center Company succeeded to the reversionary interests in the right-of-way of John Center.

3) In the Office of the Secretary of State of of the State of California in Sacramento under Corporation Number 53595 with respect to the John Center Company is a document dated April 12, 1923, showing that George L. Center owned 1,251 shares of the 2,825 shares outstanding of the John Center Co.

4) The Will of George L. Center recorded in San Mateo County, State of California, on October 17, 1923, #3241, Volume 12, pages 29 through 32. It provided that his assets shall go to his wife, Margaret E. Center, for life with the assets to be distributed on her death to his heirs at law as though at that time he died intestate.

5) In the Office of the Secretary of State of the State of California in Sacramento is Certificate of Winding Up and Dissolution of the John Center Company that was filed with the Secretary on April 25, 1934, Corporation Number 53595.

6) The Decree Settling Twelfth and Final Account and Supplementary Account of the Bank of California, National Association, Trustee Under the Will of George L. Center, and of Final Distribution, recorded on February 8, 1937, in Book/Reel 67 of the Official Records at Page/Image 360, Records of County of San Mateo, State of California. That decree shows that Ines Center, Carrie Center, and Annie Morrison, among others, were heirs to the assets of George L. Center.

7) Carrie Center (also known as Carrie F. Center), who is mentioned above and is reputed to be the sole heir of Ines Center, also mentioned above, died testate on December 7, 1978, in the County of Santa Clara, State of California. In the Matter of the Estate of Carrie F. Center, #P35417, the Order Settling First and Final Account and Report of Executor and Final Distribution was filed January 21, 1980, with the Official Records of Santa Clara County. The assets of that estate were distributed one-half to Anne Morrison (also known as Anne L. Morrison), who is mentioned in number 6 above, as trustee for Nancy Lee Morrison, and one-half to George Allan Center.

8) On December 2, 1982, Anne Morrison,

CERTIFIED COPY

mentioned above, died. In the Matter of the Estate of Carrie F. Center, #P35417, a Order Appointing Trustee of Testamentary Trust was filed March 2, 1983, with the Official Records of Santa Clara County, State of California. It stated that George Allan Center is appointed trustee in place of Anne L. Morrison for Nancy Lee Morrison in the Matter of the Estate of Carrie F. Center.

CERTIFIED COPY

9) Quitclaim deed from George Allan Center to Ernest R. Heinzer & James W. Heinzer for the property described below recorded in the Official Records of the City and County of San Francisco at the same date that this document has been recorded.

Real Property Legal Description:

ALL THAT REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT FORMED BY THE WESTERLY LINE OF HARRISON STREET AND THE SOUTHERLY LINE OF 22ND STREET; RUNNING THENCE SOUTHERLY ALONG THE WESTERLY LINE OF HARRISON STREET A DISTANCE OF 7.25 FEET; THENCE AT AN OBTUSE ANGLE RUNNING SOUTHWESTERLY A DISTANCE OF 278 FEET; THENCE AT AN OBTUSE ANGLE RUNNING WESTERLY A DISTANCE OF 98.5 FEET (MORE OR LESS); THENCE AT AN OBTUSE ANGLE RUNNING NORTHEASTERLY A DISTANCE OF 125 FEET (MORE OR LESS); THENCE AT AN OBTUSE ANGLE RUNNING EASTERLY A DISTANCE OF 9.26 FEET; THENCE AT AN OBTUSE ANGLE RUNNING NORTHEASTERLY A DISTANCE OF 71.983 FEET; THENCE AT AN ACUTE ANGLE RUNNING WESTERLY A DISTANCE OF 8.973 FEET; THENCE AT AN ACUTE ANGLE RUNNING NORTHEASTERLY A DISTANCE OF 142.4 FEET TO THE SOUTHERLY LINE OF 22ND STREET; THENCE AT AN OBTUSE ANGLE RUNNING EASTERLY ALONG THE SOUTHERLY LINE OF 22ND STREET A DISTANCE OF 62.5 FEET TO THE POINT OF BEGINNING.

BEING PART OF MISSION BLOCK #139; ALSO REFERRED TO AS PART OF LOT #36, BLOCK 3639, VOLUME #24 IN THE OFFICIAL RECORDS OF THE ASSESSOR OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

VERIFICATION

We assert under penalty of perjury that this notice is not recorded for the purpose of slandering title to real property, and we are informed and believe that the information contained in this notice is true to our knowledge.

Signed: Ernest Robert Heinzer Date: Oct 23, 1991

James W. Heinzer Date: Oct 23, 1991

State of California,

County of Santa Clara ss.

LONG FA HWANG

F016417

NOTARY

On this 23rd day of October, in the year 1991, before me ~~ERNEST ROBERT HEINZER & JAMES W. HEINZER~~ personally appeared, Ernest R. Heinzer & James W. Heinzer, personally known to me (or proved to me on the basis of satisfactory evidence), to be the persons whose names are subscribed to this instrument, and acknowledged that they executed it.

Signed: Long Fa Hwang

Office: MTN. VIEW, CA.

Official Seal:

OFFICIAL NOTARY SEAL
LONG FA HWANG
Notary Public — California
SANTA CLARA COUNTY
My Comm. Expires APR 11,1995

CERTIFICATE OF SERVICE

I certify that I have this date served a copy of the foregoing Notice of Intent to Preserve Interest by first class mail, postage prepaid, to the following:

Southern Pacific Transportation Co.
One Market Plaza
San Francisco, CA. 94105

Dated Oct. 24, 1991.

James W. Heinzer

James W. Heinzer

CERTIFIED COPY

This is a true certified copy of the record
if it bears the seal, imprinted in purple ink
of the Assessor-Recorder

OCT 02 2026 JOAQUÍN TORRES

ASSESSOR - RECORDER
SAN FRANCISCO COUNTY CALIFORNIA
BY_____

Alexander Akhromtsev

CERTIFIED COPY

EXHIBIT M-2

RECORDING REQUESTED BY
Ernest R. Heinzer &
James W. Heinzer

AND WHEN RECORDED MAIL TO

Name
Street Address
City State Zip
Ernest R. Heinzer &
James W. Heinzer
P.O. Box 410007
San Francisco, CA. 94141-0007

SAN FRANCISCO, CA RECORDER'S OFFICE
Bruce Jamison, Recorder
DOC- F016418

Thursday, October 24, 1991 02:06:06PM
Rec 3.00 --- Pg 1.00
Stp --- Mic 1.00
Amt 5.00 ---
TOTAL -> $5.00
REEL F488 IMAGE 0583

MAIL TAX STATEMENTS TO

Name
Street Address
City State Zip
Same as above

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DOCUMENTARY TRANSFER TAX $ none (see Tax Affidavit)
____COMPUTED ON FULL VALUE OF PROPERTY CONVEYED,
____OR COMPUTED ON FULL VALUE LESS LIENS AND
____ENCUMBRANCES REMAINING AT TIME OF SALE.

X James W. Heinzer
Signature of Declarant or Agent determining tax. Firm Name

CERTIFIED COPY

QUITCLAIM DEED

(Escrow No. . . . .)

By this instrument dated. . . . October 23, 1991 . . . . . , for a valuable consideration,

GEORGE ALLAN CENTER

do as. . . hereby remise, release and forever quitclaim to ERNEST R. HEINZER & JAMES W. HEINZER, as tenancy in common,

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

Commencing at the point formed by the Westerly line of Harrison Street and the Southerly line of 22nd Street; running thence Southerly along the Westerly line of Harrison Street a distance of 7.25 feet; thence at an obtuse angle running Southwesterly a distance of 278 feet; thence at an obtuse angle running Westerly a distance of 98.5 feet (more of less); thence at an obtuse angle running Northeasterly a distance of 125 feet (more or less); thence at an obtuse angle running Easterly a distance of 9.26 feet; thence at an obtuse angle running Northeasterly a distance of 71.983 feet; thence at an acute angle running Westerly a distance of 8.973 feet; thence at an acute angle running Northeasterly a distance of 142.4 feet to the Southerly line of 22nd Street; thence at an obtuse angle running Easterly along the Southerly line of 22nd Street a distance of 62.5 feet to the point of beginning.

Being part of Mission Block #139; also referred to as part of Lot #36, Block 3639, Volume #24, in the Official Records of the Assessor of the City and County of San Francisco, State of California.

George Allan Center
GEORGE ALLAN CENTER

STATE OF CALIFORNIA)
) SS.
COUNTY OF SANTA CLARA)

On this 23rd day of October, 19 91, before me, the undersigned Notary Public in and for said County and State, personally appeared GEORGE ALLAN CENTER

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person ____ whose name is subscribed to this instrument and acknowledged that he executed it.

OFFICIAL NOTARY SEAL
LONG FA HWANG
Notary Public — California
SANTA CLARA COUNTY
My Comm. Expires APR 11,1995

Long Fa Hwang
Notary Public in and for said County and State

LONG FA HWANG

Form No. 929

CERTIFIED COPY

This is a true certified copy of the record
if it bears the seal, imprinted in purple ink
of the Assessor-Recorder

OCT 02 2026 JOAQUÍN TORRES

ASSESSOR - RECORDER
SAN FRANCISCO COUNTY CALIFORNIA
BY

Alexander Akhromtsev

EXHIBIT M-3

CERTIFIED COPY

Recording requested by

JAMES WATSON HEINZER

and when recorded, please return this deed and tax statements to:
JAMES WATSON HEINZER &
BARBARA GULDIN HEINZER
767 DOLPHIN DRIVE
DANVILLE, CA. 94526

San Francisco Assessor-Recorder
Mabel S. Teng, Assessor-Recorder
DOC- 2003-H449802-00
Check Number 1570
Friday, MAY 30, 2003 08:31:02
Ttl Pd $9.00 Nbr-0002172630
REEL I398 IMAGE 0584
oed/ER/1-1

For recorder's use only

California Grant Deed

EA

[x] This transfer is exempt from the documentary transfer tax
[ ] The documentary transfer tax is $ 0 and is computed on:
[ ] the full value of the interest in the property conveyed
[ ] the full value less the value of liens of encumbrances remaining at the time of sale

The property is located in an [ ] unincorporated area. [x] the city of SAN FRANCISCO

For a valuable consideration, receipt of which is hereby acknowledged,
JAMES WATSON HEINZER

hereby grant(s) to THE JAMES WATSON HEINZER AND BARBARA GULDIN HEINZER AB LIVING TRUST

the following real property in the City of SAN FRANCISCO, County of SAN FRANCISCO, state of California:
A REVERSIONARY RIGHT OF FEE SIMPLE OWNERSHIP AND EASEMENT OF PART OF MISSION BLOCK #139; ALSO REFERRED TO AS PART OF LOT #36, BLOCK 3639, VOLUME #24 IN THE OFFICIAL RECORDS OF THE ASSESSOR.

Date: 5/29/2003 James Watson Heinzer

Date: _____ _____

State of CALIFORNIA)
County of CONTRA COSTA) ss:

On May 29th, 2003, before me, SARITA BHATEJA, a notary public in and for said state personally appeared JAMES WATSON HEINZER, ~~personally known to me~~ (or proved to me based upon satisfactory evidence) to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged that (s)he/they executed the same in his/~~her/their~~ signature on the instrument the person(s) or entity on behalf of which they acted, executed the instrument.

Sarita Bhateja
Signature of Notary

NOTARY SEAL

USS2 SARITA BHATEJA Commission #1307906 Notary Public - California Contra Costa County My Comm. Expires Jun 7, 2005 USS2

CERTIFIED COPY

This is a true certified copy of the record
if it bears the seal, imprinted in purple ink
of the Assessor-Recorder

OCT 02 2026 JOAQUÍN TORRES

ASSESSOR - RECORDER
SAN FRANCISCO COUNTY CALIFORNIA
BY _____

Alexander Akhromtsev

EXHIBIT M-4

Recording Requested By:
17th & Peralta, LLC

When recorded mail document to:

17th & Peralta, LLC
1611 17th St.
Oakland, CA 94607

Doc # **2023048393**

City and County of San Francisco
Joaquin Torres, Assessor – Recorder

7/11/2023	9:58:40 AM	Fees	$20.00
Pages 3	Title 001 DS	Taxes	$0.00
Customer	001	Other	$0.00
		SB2 Fees	$225.00
		Paid	$245.00

APN: APNS: 3639-036A, 3639-036B, and 3639-036C

Above Space for Recorder's Use Only

957 Treat Ave

QUITCLAIM DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)
DOCUMENTARY TRANSFER TAX is $ 0.00

- ☐ computed on full value of property conveyed, or
- ☐ computed on full value of items or encumbrances remaining at time of sale,
- ☐ Unincorporated area ☑ City of San Francisco

FOR A FULL VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, JAMES WATSON HEINZER and BARBARA GULDIN HEINZER, as trustees for The James Watson Heinzer and Barbara Guldin Heinzer AB Living Trust

do (does) hereby remise, release and forever quitclaim to 17TH & PERALTA, LLC

the following described real property in the County of SAN FRANCISCO, State of California.

A REVERSIONARY RIGHT OF FEE SIMPLE OWNERSHIP AND EASEMENT OF PART OF MISSION BLOCK #139; ALSO REFERRED TO AS PART OF LOT #36, BLOCK 3639, VOLUME #24 IN THE OFFICIAL RECORDS OF THE ASSESSOR. (More particularly described on Exhibit A attached hereto).

Dated: July 6, 2023

James Watson Heinzer
James Watson Heinzer, trustee of The James Watson Heinzer and Barbara Guldin Heinzer AB Living Trust

Barbara Guldin Heinzer
Barbara Guldin Heinzer, trustee of The James Watson Heinzer and Barbara Guldin Heinzer AB Living Trust

Printed Name(s) of Grantor(s)

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 Contra Costa }

On July 6th 2023 before me, Pinal Kalpesh Vaidya, Notary Public, personally appeared JAMES WATSON HEINZER AND BARBARA GULDIN Heinzer 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/their/her authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Pvaidya

CA- Notary Acknowledgment
7/6/2023

MAIL TAX STATEMENTS TO PARTY SHOWN ON THE FOLLOWING LINE: IF NO PARTY SO SHOWN, MAIL AS DIRECTED ABOVE.

Name | Street Address | City State & Zip

ACKNOWLEDGMENT

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

State of California
County of CONTRA COSTA)

On July 6th 2023 before me, PINAL KALPESH VAIDYA,NOTARY PUBLIC
(insert name and title of the officer)

personally appeared JAMES WATSON HEINZER AND BARBARA GULDIN HEINZER
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.

PINAL KALPESH VAIDYA
Notary Public - California
Contra Costa County
Commission # 2298906
My Comm. Expires Aug 23, 2023

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "A"

PARCEL A

For APN/Parcel ID(s): Lot 036A, Block 3639, Lot 036B, Block 3639 and Lot 036C, Block 3639 THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN FRANCISCO, COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS: Commencing at the intersection of the Southerly line of Twenty-second Street with the center line of Southern Pacific Railroad Company's constructed railroad main line, and running thence Westerly and along the said Southerly line of Twenty-second Street to a point distant thirty (30) feet from the aforesaid center line measured radially in a Northwesterly direction therefrom; thence Southwesterly parallel to and uniformly distant thirty (30) feet from said center line to an intersection with the Easterly line of Treat Avenue; thence Southerly and along the said Easterly line of Treat Avenue, crossing the said center line, to a point distant thirty (30) feet from the said center line measured radially in a Southeasterly direction therefrom; thence Northeasterly parallel to and uniformly distant thirty (30) feet from said center line to an intersection with the Westerly line of Harrison Street; thence Northerly and along the said Westerly line of Harrison Street to the Southerly line of Twenty-second; thence easterly and along the said Southerly line of Twenty-second Street to the point of commencement, being a portion of Mission Block Number One Hundred and Thirty-nine (139).

PARCEL B

COMMENCING at a point on the easterly line of Treat Avenue, distant thereon 125 feet southerly from the Southerly line of 22nd street, said point being the northwesterly corner of the land described in deed from Sarah Werner to Ernest A. Heinzer and Janet W. Heinzer, dated June 26, 1950, and recorded June 29, 1950 in Book 5480 at page 425 Official Records of the City and County of San Francisco; thence easterly at a right angle from said easterly line of Treat Avenue, 118.35 feet to a point in the westerly line of the land of the Southern Pacific Railroad Company, said point being the true point of beginning of the parcel of land to be described; thence continuing easterly at right angles from said line of Treat Avenue, 8.793 feet to a point distant 22.5 feet northwesterly, measured radially from the located center line of Southern Pacific Railroad Company's former main track to San Bruno; thence southwesterly in a direct line, 71.893 feet to a point in the easterly prolongation of the southerly line of the land described in deed from Maria Jesus Loera and Vicente Loera, and Henry Reepen to Ernest A. Heinzer and Janet W. Heinzer, dated November 26, 1951, recorded November 29, 1951 in Book 5827 at page 183, Official Records of the City and County of San Francisco, distant easterly along said prolongation and said southerly line, 87.368 feet from the easterly line of Treat Avenue, last said point being also distant 22.5 feet northwesterly, measured radially from said located center line of said Company's former main track; thence westerly along said easterly prolongation of said southerly line, 9.260 feet to a point in said westerly line of the land of said Southern Pacific Railroad Company; thence north-easterly along said westerly line on a curve to the left having a radius of 925.37 feet and a central angle of 4" 28" 28" (tangent to said curve at last mentioned point makes an angle of 53" 54" 42" to the left of said easterly prolongation of said southerly line), an arc distance of 72.261 feet to the true point of beginning, continuing an area of 506 square feet, more or less.

EXHIBIT N

CERTIFIED COPY

SAN FRANCISCO, CA
RECORDER'S OFFICE

DOC- E107129

Monday, December 21, 1987 03:45:17PM
Rec 9.00 --- Ps 7.00
Mic 1.00 --- Amt 17.00
TOTAL -> $17.00

REEL E493 IMAGE 957

RECORDING REQUESTED BY AND
AFTER RECORDING RETURN TO:

WILLIAM A. FARRELL, ESQ.
BROBECK, PHLEGER & HARRISON
2700 Spear Street Tower
One Market Plaza
San Francisco, CA 94105

INDEXING INSTRUCTIONS:

This Notice must be
indexed as follows:

Grantor and Grantee Index -
each claimant is a Grantor

1

NOTICE OF INTENT TO PRESERVE INTEREST

This notice is intended to preserve an interest in real property from extinguishment pursuant to Title 5 (commencing with Section 880.020) of Part 2 of Division 2 of the Civil Code (Marketable Record Title).

CLAIMANTS	MAILING ADDRESSES
WILLIAM H. CRIM and BETTY CRIM READY, as Trustees under San Francisco Property Trust Agreement dated December 16, 1982, NELLE CRIM, Trustor, f/b/o issue of Trustees	5120 Clear Creek Road Placerville, CA 95667
BETTY CRIM READY, a married woman, as her separate property, an undivided 26/144ths interest	257 Ivy Place Orinda, CA 94563
WILLIAM H. CRIM III, a married man, as his separate property, an undivided 26/144ths interest	5120 Clear Creek Road Placerville, CA 95667
THE BANK OF CALIFORNIA, N.A., as Trustee under Trust created by FRANCES ELIZABETH LAMBRIGHT WILKINSON, for her benefit	400 California Street San Francisco, CA 94104

BANK OF CALIFORNIA, NATIONAL ASSOCIATION, as Trustee U/W/O Louise Crim Johnson, deceased, an undivided 9/144ths interest.

400 California Street
San Francisco, CA 94104

INTEREST

CERTIFIED COPY

The character of the interest claimed is a right of reverter or reversion in and to the property hereafter described if the successor in interest to the San Francisco and San Jose Railroad Company (believed to be the Southern Pacific Company, Southern Pacific Railroad Company, or Southern Pacific Land Company) fails to comply with the following condition imposed in the grant (hereafter identified) to the San Francisco and San Jose Railroad Company according to the following language:

> "The land hereby conveyed to be used and employed by said company for Railroad purposes only and when not so used for any period of six months or a less period if absolutely abandoned the same shall revert to said Grantor or his legal representatives."

The Claimants herein are successors in interest to the rights reserved to the Grantor referred to in the quoted material above.

The rights claimed herein are set forth in that certain Indenture made the 10th day of October, 1863 between John Center of San Francisco and the San Francisco and San Jose Railroad Company, with offices in San Francisco, California, which document was recorded on May 26, 1868 in Libre 429 of Deeds, page 391, Official Records, City and County

Recorder, San Francisco, California.

The legal description of the real property as contained in the recorded document creating or evidencing the interest in Claimants is as follows:

All of the following real estate lying, being and situated in the City and County of San Francisco, in the said State of California, to wit:

Beginning at a point on the central line of the San Francisco and San Jose Railroad as now located on the Eastern line of the Old San Jose Road 130 feet Southerly from the South East corner of Temple Street and the old San Jose Road, thence along said central line North 54° 24½' East true course 1358 feet to the Southern line of Park Street (10) ten feet Westwardly of the Western line of Capp Street including a width of 15 feet on each side of said Central line and containing an area of 94/100 acres, thence along said Central line on said course of North 54° 24½' East 1107 feet to a point five (5) feet West of the Western line of Folsom Street and (2) two feet south of the Southern line of Horner Street, including a width of 20 feet on each side of said central line and containing an area of 1-2/100 acres, thence along said central line curving to the left with a radius of 1433 feet for 1457 feet to a point in the middle of Harrison Street 15 feet south of the Northern line of Alta Street including a width of 30 feet on each side of said Central line and containing an area of 2-1/100 acres, thence along said Central line and middle of Harrison Street North 3° 52' West 2535 feet to a point 184 feet northerly of the Northern line of Corbett Street including a width of 33 feet on each side of said Central line and containing an area of 3-84/100 acres. Thence along said Central line curving to the right with a radius of 1910 feet for 675 feet including a width of 33 feet on each side of said Central line and containing an area of 76/100 acres, thence along said Central line on a course of North 16° 23'

CERTIFIED COPY

East 500 feet including a width of 33 feet on each side of said Central line and containing an area of 1-15/100 acres, Thence along said Central line on a curve to the right of 1146 feet radius 830 feet to the right bank of Mission Creek including a width of 33 feet on each side of said Central line and containing an area of 1-26/100 acres.

Including the right, title and interest of said Center in and to all the streets crossed by said Railroad for the distances specified on each side of said Central line.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

CERTIFIED COPY

REAL PROPERTY

The interest of the Claimants herein applies to those parcels of property which are of record in the name or names of the Claimants herein, or any one or more of them. The Claimants have title to some portion or all of the following described properties which are included in the description and contained in the said recorded document above, namely:

PARCEL A

COMMENCING at a point on the easterly line of Treat Street distant thereon 150 feet northerly from the northerly line of 23rd Street; running thence northerly along said easterly line of Treat Street 110 feet; thence at a right angle easterly 122 feet 6 inches; thence at a right angle southerly 110 feet; and thence at a right angle westerly 122 feet 6 inches to the easterly line of Treat Street and the point of commencement.

BEING a portion of Mission Block No. 139.

PARCEL B

COMMENCING at a point on the westerly line of Treat Street 107 feet 3/4 inches northerly from the northerly line of 23rd Street, running thence northerly along said westerly line of Treat Street 83 feet; running thence southwesterly and along the northwesterly line of the lands of S. P. Co.'s right of way 300 feet, more or less, to a point on the easterly line of Folsom Street; thence southerly along said line of Folsom Street 18 feet 2 inches to its point of intersection with the northerly line of 23rd Street; running thence easterly along said line of 23rd Street 83 feet 7¼ inches; more or less, to the southeasterly line of the lands of S. P. Co.'s right of way, and thence northeasterly and along said line 195 feet, more or less, to the easterly line of Treat Street and the point of commencement.

BEING a portion of Mission Block No. 139.

CERTIFIED COPY

PARCEL C

BEGINNING at a point on the easterly line of Treat Street, distant thereon 260 feet northerly from the northerly line of 23rd Street; running thence easterly at a right angle to said line of Treat Street 105 feet and 4 inches, more or less, to the southeasterly line of the right of way of the Southern Pacific Railroad Company, which line is also the northwesterly line of the parcel of land described in the deed from Grace M. Crim, et al., to J. Gensler, dated February 19, 1936, recorded March 6, 1936, in Book 2906 of Official Records, page 253, in the office of the Recorder of the City and County of San Francisco, State of California; thence southwesterly along said southeasterly right of way line and along the northwesterly line of the parcel described in said deed to the easterly line of Treat Street; thence northerly along said line of Treat Street, 102 feet and 6 inches, more or less, to the point of beginning.

BEING a portion of Mission Block No. 139.
Subject to rights of way.

PARCEL D

COMMENCING at a point on the easterly line of Treat Street distant thereon 240 feet 6 inches northerly from the northerly line of 23rd Street, running thence northerly along said easterly line of Treat Street 19 feet 6 inches; thence at a right angle easterly 24 feet; thence at an angle southwesterly 28 feet to the easterly line of Treat Street and the point of commencement.

CERTIFIED COPY

BEING a portion of Mission Block No. 139.

All of the foregoing parcels of real property are situated in the City and County of San Francisco, State of California.

I declare under penalty of perjury that this notice is not recorded for the purposes of slandering title to real property and I am informed and believe that the information contained in this notice is true. If this notice is made on behalf of a claimant, I declare under penalty of perjury that I am a claimant and I am authorized to act on behalf of all other claimants herein.

Dated: December 18, 1987

William H. Crim III

WILLIAM H. CRIM III
Claimant and Agent for
Other Claimants Herein

CERTIFIED COPY

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

On this 18th day of December, 1987, before me, CLAUDIA WAGGONER, a Notary Public in and for the State of California, personally appeared WILLIAM H. CRIM III, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument and acknowledged that he executed it.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the City and County of San Francisco the day and year in this certificate first above written.

Claudia Waggoner
NOTARY PUBLIC
State of California

My Commission Expires:
Feb. 12, 1991

OFFICIAL SEAL
CLAUDIA WAGGONER
NOTARY PUBLIC - CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO
My Commission expires Feb. 12, 1991

1 Market Plaza, Spear Street Tower, San Francisco, CA 94105

CERTIFIED COPY

This is a true certified copy of the record
if it bears the seal, imprinted in purple ink
of the Assessor-Recorder

OCT 02 2026

JOAQUÍN TORRES

ASSESSOR - RECORDER
SAN FRANCISCO COUNTY CALIFORNIA

BY _____

Alexander Akhromtsev

EXHIBIT O-1

Recording Requested By:

17th & Peralta LLC

When recorded mail document & tax documents to:

17th & Peralta, LLC
1611 17th St.
Oakland CA 94607

Doc # 2023072649

City and County of San Francisco
Joaquin Torres, Assessor – Recorder

10/6/2023	10:16:58 AM			Fees	$27.00
Pages 2	Title 001	NH		Taxes	$5.00
Customer 001				Other	$0.00
				SB2 Fees	$0.00
				Paid	$32.00

APNs: 3639-036A, 3639-036B, 3639-036C

Above Space for Recorder's Use Only

QUITCLAIM DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)
DOCUMENTARY TRANSFER TAX IS $~~0.00~~ 5.00

__ computed on full value of property conveyed; or
__ computed on full value of items or encumbrances remaining at time of sale;
__ Unincorporated area __√__ City of San Francisco

JO ANNE B. LAKE, Grantor, does hereby remise, release and forever quitclaim to **17TH & PERALTA, LLC**, Grantee, all of Grantor's rights and interests in the following real property:

957 Treat Avenue, San Francisco, CA 94110, referred to as Lots 036A, 036B, and 036C, Block 3639 of the San Francisco Assessor's Records (More particularly described in Exhibit A attached hereto).

Executed this 25 day of August, 2023 JO ANNE B. LAKE

Jo Anne B. Lake
PRINTED NAME & TITLE OF SIGNATOR

Jo Anne B Lake
SIGNATURE

STATE OF Florida }
COUNTY OF Saint Johns }

On August 25th, 2023 before me, Marian Vollario,
personally appeared Jo Anne B. Lake, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Marian Vollario
Notary Public
Marian Vollario
Joanne. B. Lake presented to me Florida Identification Card as proof of ID.

MARIAN VOLLARIO
Notary Public - State of Florida
Commission # HH 331760
My Comm. Expires Nov 14, 2026

4878-6026-1495.v1

EXHIBIT A

"PARCEL A" – COMMENCING at a point on the Easterly line of Treat Avenue, distant thereon 150 feet northerly from the northerly line of 23rd Street; running thence northerly along the easterly line of Treat Street 110 feet; thence at a right angle Easterly 122 feet and 6 inches; thence at a right angle easterly 122 feet and 6 inches; thence at a right angle southerly 110 feet; and thence at a right angle westerly 122 feet 6 inches to easterly line of Treat Street and the point of commencement. Being part of Mission Block Number 139.

"PARCEL B" – BEGINNING at a point on the Easterly line of Treat Avenue, distant thereon 260 feet northerly from the northerly line of 23rd Street; running thence easterly at a right angle along said line of Treat Avenue 105 feet 4 inches, more or less, to the Southeasterly line of the right of way of the Southern Pacific Railroad Company which line is also the northwesterly line of the parcel of land described in the deed from Grace M. Crim, et al., to J. Gensler dated February 19, 1936, recorded March 6, 1936 in Book 2906 of Official Records, Page 253, in the Office of the Recorder of the City and County of San Francisco, State of California; thence southwesterly along said Southeasterly right of way line and along the northwesterly line of the parcel described in said deed to the easterly line of Treat Avenue thence northerly along said line of Treat Avenue, 102 feet and 6 inches, more or less, to the point of beginning. Being a portion of Mission Block 139. Subject to rights of way.

EXHIBIT O-2

Recording Requested By:

17th & Peralta LLC

When recorded mail document to:

17th & Peralta, LLC
1611 17th St.
Oakland CA 94607

Doc # **2023078431**

City and County of San Francisco
Joaquin Torres, Assessor – Recorder

10/20/2023	2:06:29 PM	Fees	$30.00
Pages 3	Title 001 GS	Taxes	$10.00
Customer	001	Other	$0.00
		SB2 Fees	$0.00
		Paid	$40.00

APNs: 3639-036A, 3639-036B, 3639-036C

Above Space for Recorder's Use Only

QUITCLAIM DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)
DOCUMENTARY TRANSFER TAX IS $10.00

__ computed on full value of property conveyed; or
__ computed on full value of items or encumbrances remaining at time of sale;
__ Unincorporated area __√__ City of San Francisco

CLEVELAND BOTANICAL GARDEN FKA GARDEN CENTER OF CLEVELAND OHIO, Grantor, does hereby remise, release and forever quitclaim to **17TH & PERALTA, LLC**, Grantee, all of Grantor's rights and interests in the following real property:

957 Treat Avenue, San Francisco, CA 94110, referred to as Lots 036A, 036B, and 036C, Block 3639 of the San Francisco Assessor's Records (More particularly described in Exhibit A attached hereto).

Executed this 21st day of September, 2023 CLEVELAND BOTANICAL GARDEN FKA GARDEN CENTER OF CLEVELAND OHIO

Kathleen Heflin, CFO & Treasurer
PRINTED NAME & TITLE

Kathleen Heflin
SIGNATURE

STATE OF OHIO
COUNTY OF LAKE

On September 21, 2023 before me, Margaret Butzow,
a Notary Public in and for said County and State, personally appeared
Kathleen Heflin, the CFO + Treasurer of
CLEVELAND BOTANICAL GARDEN FKA GARDEN CENTER OF CLEVELAND OHIO,
Grantor, being personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed herein and acknowledged 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 for the uses and purposes set forth therein.

WITNESS my hand and official seal.

MARGARET BUTZOW
Notary Public
State of Ohio
My Comm. Expires
March 10, 2027

EXHIBIT A

"PARCEL A" – COMMENCING at a point on the Easterly line of Treat Avenue, distant thereon 150 feet northerly from the northerly line of 23rd Street; running thence northerly along the easterly line of Treat Street 110 feet; thence at a right angle Easterly 122 feet and 6 inches; thence at a right angle easterly 122 feet and 6 inches; thence at a right angle southerly 110 feet; and thence at a right angle westerly 122 feet 6 inches to easterly line of Treat Street and the point of commencement. Being part of Mission Block Number 139.

"PARCEL B" – BEGINNING at a point on the Easterly line of Treat Avenue, distant thereon 260 feet northerly from the northerly line of 23rd Street; running thence easterly at a right angle along said line of Treat Avenue 105 feet 4 inches, more or less, to the Southeasterly line of the right of way of the Southern Pacific Railroad Company which line is also the northwesterly line of the parcel of land described in the deed from Grace M. Crim, et al., to J. Gensler dated February 19, 1936, recorded March 6, 1936 in Book 2906 of Official Records, Page 253, in the Office of the Recorder of the City and County of San Francisco, State of California; thence southwesterly along said Southeasterly right of way line and along the northwesterly line of the parcel described in said deed to the easterly line of Treat Avenue thence northerly along said line of Treat Avenue, 102 feet and 6 inches, more or less, to the point of beginning. Being a portion of Mission Block 139. Subject to rights of way.

EXHIBIT O-3

Recording Requested By:

17th & Peralta LLC

When recorded mail document to:

17th & Peralta, LLC
1611 17th St.
Oakland CA 94607

Doc # 2023078432

City and County of San Francisco
Joaquin Torres, Assessor – Recorder

10/20/2023	2:06:30 PM	Fees	$30.00
Pages 3	Title 001 GS	Taxes	$10.00
Customer	001	Other	$0.00
		SB2 Fees	$0.00
		Paid	$40.00

APNs: 3639-036A, 3639-036B, 3639-036C

Above Space for Recorder's Use Only

QUITCLAIM DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)
DOCUMENTARY TRANSFER TAX IS $0.00

__ computed on full value of property conveyed; or
__ computed on full value of items or encumbrances remaining at time of sale;
__ Unincorporated area √ City of San Francisco

HATHAWAY BROWN SCHOOL, Grantor, does hereby remise, release and forever quitclaim to **17TH & PERALTA, LLC**, Grantee, all of Grantor's rights and interests in the following real property:

957 Treat Avenue, San Francisco, CA 94110, referred to as Lots 036A, 036B, and 036C, Block 3639 of the San Francisco Assessor's Records (More particularly described in Exhibit A attached hereto).

Executed this 30th day of August, 2023 HATHAWAY BROWN SCHOOL

Lauren A. Gibson · CFO/COO
PRINTED NAME & TITLE OF SIGNATOR

SIGNATURE

STATE OF OHIO

COUNTY OF CUYAHOGA

On 8-30-23 before me, ROBERT B WELTMAN a Notary Public in and for said County and State, personally appeared LAURA GLASS, the CFO (COO) of HATHAWAY BROWN SCHOOL, Grantor, being personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed herein and acknowledged 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 for the uses and purposes set forth therein.

WITNESS my hand and official seal.

ROBERT M. WELTMAN, Attorney At Law
Notary Public – State of Ohio
My commission has no expiration date.
Section 147.03 R.C.

EXHIBIT A

"PARCEL A" – COMMENCING at a point on the Easterly line of Treat Avenue, distant thereon 150 feet northerly from the northerly line of 23rd Street; running thence northerly along the easterly line of Treat Street 110 feet; thence at a right angle Easterly 122 feet and 6 inches; thence at a right angle easterly 122 feet and 6 inches; thence at a right angle southerly 110 feet; and thence at a right angle westerly 122 feet 6 inches to easterly line of Treat Street and the point of commencement. Being part of Mission Block Number 139.

"PARCEL B" – BEGINNING at a point on the Easterly line of Treat Avenue, distant thereon 260 feet northerly from the northerly line of 23rd Street; running thence easterly at a right angle along said line of Treat Avenue 105 feet 4 inches, more or less, to the Southeasterly line of the right of way of the Southern Pacific Railroad Company which line is also the northwesterly line of the parcel of land described in the deed from Grace M. Crim, et al., to J. Gensler dated February 19, 1936, recorded March 6, 1936 in Book 2906 of Official Records, Page 253, in the Office of the Recorder of the City and County of San Francisco, State of California; thence southwesterly along said Southeasterly right of way line and along the northwesterly line of the parcel described in said deed to the easterly line of Treat Avenue thence northerly along said line of Treat Avenue, 102 feet and 6 inches, more or less, to the point of beginning. Being a portion of Mission Block 139. Subject to rights of way.

EXHIBIT O-4

Recording Requested By:

17th & Peralta LLC

When recorded mail document to:

17th & Peralta, LLC
1611 17th St.
Oakland CA 94607

Doc # 2023078433

City and County of San Francisco
Joaquin Torres, Assessor – Recorder

10/20/2023	2:06:30 PM	Fees	$27.00
Pages 2	Title 001 GS	Taxes	$5.00
Customer	001	Other	$0.00
		SB2 Fees	$0.00
		Paid	$32.00

APNs: 3639-036A, 3639-036B, 3639-036C

[illegible] Space for Recorder's Use Only

QUITCLAIM DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)
DOCUMENTARY TRANSFER TAX IS $0.00

__ computed on full value of property conveyed; or
__ computed on full value of items or encumbrances remaining at time of sale;
__ Unincorporated area √ City of San Francisco

EUGENE T. IZANT JR. REVOCABLE LIVING TRUST, THROUGH ITS SUCCESSOR CO-TRUSTEE CHARLES IZANT, Grantor, does hereby remise, release and forever quitclaim to **17TH & PERALTA, LLC**, Grantee, all of Grantor's rights and interests in the following real property:

957 Treat Avenue, San Francisco, CA 94110, referred to as Lots 036A, 036B, and 036C, Block 3639 of the San Francisco Assessor's Records (More particularly described in Exhibit A attached hereto).

Executed this 1st day of September, 2023

THE EUGENE T. IZANT JR. REVOCABLE LIVING TRUST

CHARLES IZANT, SUCCESSOR CO-TRUSTEE OF THE EUGENE T. IZANT JR. REVOCABLE LIVING TRUST

SIGNATURE

STATE OF Michigan }
COUNTY OF Livingston }

On September 1st, 2023 before me, Tyler Noble, personally appeared Charles Izant, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

TYLER NOBLE
Notary Public, State of Michigan
County of Livingston
My Commission Expires 01-03-2027
Acting in the County of Livingston

EXHIBIT A

"PARCEL A" – COMMENCING at a point on the Easterly line of Treat Avenue, distant thereon 150 feet northerly from the northerly line of 23rd Street; running thence northerly along the easterly line of Treat Street 110 feet; thence at a right angle Easterly 122 feet and 6 inches; thence at a right angle easterly 122 feet and 6 inches; thence at a right angle southerly 110 feet; and thence at a right angle westerly 122 feet 6 inches to easterly line of Treat Street and the point of commencement. Being part of Mission Block Number 139.

"PARCEL B" – BEGINNING at a point on the Easterly line of Treat Avenue, distant thereon 260 feet northerly from the northerly line of 23rd Street; running thence easterly at a right angle along said line of Treat Avenue 105 feet 4 inches, more or less, to the Southeasterly line of the right of way of the Southern Pacific Railroad Company which line is also the northwesterly line of the parcel of land described in the deed from Grace M. Crim, et al., to J. Gensler dated February 19, 1936, recorded March 6, 1936 in Book 2906 of Official Records, Page 253, in the Office of the Recorder of the City and County of San Francisco, State of California; thence southwesterly along said Southeasterly right of way line and along the northwesterly line of the parcel described in said deed to the easterly line of Treat Avenue thence northerly along said line of Treat Avenue, 102 feet and 6 inches, more or less, to the point of beginning. Being a portion of Mission Block 139. Subject to rights of way.

EXHIBIT O-5

Recording Requested By:

17th & Peralta LLC

When recorded mail document to:

17th & Peralta, LLC
1611 17th St.
Oakland CA 94607

Doc # 2023078434

City and County of San Francisco
Joaquin Torres, Assessor – Recorder

10/20/2023	2:06:31 PM	Fees	$27.00
Pages 2	Title 001 GS	Taxes	$5.00
Customer	001	Other	$0.00
		SB2 Fees	$0.00
		Paid	$32.00

APNs: 3639-036A, 3639-036B, 3639-036C

Above Space for Recorder's Use Only

QUITCLAIM DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)
DOCUMENTARY TRANSFER TAX IS $0.00

__ computed on full value of property conveyed; or
__ computed on full value of items or encumbrances remaining at time of sale;
__ Unincorporated area __√__ City of San Francisco

Grantor, **ARTHUR M. LAMBRIGHT TRUST, THROUGH ITS EXECUTOR LESLEY L. LAMBRIGHT**, does hereby remise, release and forever quitclaim to **17TH & PERALTA, LLC**, Grantee, all of Grantor's rights and interests in the following real property:

957 Treat Avenue, San Francisco, CA 94110, referred to as Lots 036A, 036B, and 036C, Block 3639 of the San Francisco Assessor's Records (More particularly described in Exhibit A attached hereto).

Executed this 1 day of September 2023 ARTHUR M. LAMBRIGHT TRUST

LESLEY L. LAMBRIGHT, executor of AND trustee of ARTHUR M. LAMBRIGHT TRUST

SIGNATURE

STATE OF }
COUNTY OF St. Clair }

On September 1st 2023 before me, Robyn Romain, personally appeared Lesley L. Lambright, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Robyn Romain
Notary Public

ROBYN ROMAIN
Notary Public - State of Michigan
County of St Clair
My Commission Expires Mar 6, 2029
Acting in the County of St. Clair

4880-4515-0845.v1

EXHIBIT A

"PARCEL A" – COMMENCING at a point on the Easterly line of Treat Avenue, distant thereon 150 feet northerly from the northerly line of 23rd Street; running thence northerly along the easterly line of Treat Street 110 feet; thence at a right angle Easterly 122 feet and 6 inches; thence at a right angle easterly 122 feet and 6 inches; thence at a right angle southerly 110 feet; and thence at a right angle westerly 122 feet 6 inches to easterly line of Treat Street and the point of commencement. Being part of Mission Block Number 139.

"PARCEL B" – BEGINNING at a point on the Easterly line of Treat Avenue, distant thereon 260 feet northerly from the northerly line of 23rd Street; running thence easterly at a right angle along said line of Treat Avenue 105 feet 4 inches, more or less, to the Southeasterly line of the right of way of the Southern Pacific Railroad Company which line is also the northwesterly line of the parcel of land described in the deed from Grace M. Crim, et al., to J. Gensler dated February 19, 1936, recorded March 6, 1936 in Book 2906 of Official Records, Page 253, in the Office of the Recorder of the City and County of San Francisco, State of California; thence southwesterly along said Southeasterly right of way line and along the northwesterly line of the parcel described in said deed to the easterly line of Treat Avenue thence northerly along said line of Treat Avenue, 102 feet and 6 inches, more or less, to the point of beginning. Being a portion of Mission Block 139. Subject to rights of way.

EXHIBIT O-6

Recording Requested By:

17th & Peralta LLC

When recorded mail document to:

17th & Peralta, LLC
1611 17th St.
Oakland CA 94607

Doc # **2023078435**

City and County of San Francisco
Joaquin Torres, Assessor – Recorder

10/20/2023	2:06:32 PM	Fees	$30.00
Pages 3	Title 001 GS	Taxes	$10.00
Customer	001	Other	$0.00
		SB2 Fees	$0.00
		Paid	$40.00

APNs: 3639-036A, 3639-036B, 3639-036C

Above Space for Recorder's Use Only

QUITCLAIM DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)
DOCUMENTARY TRANSFER TAX IS $10.00

__ computed on full value of property conveyed; or
__ computed on full value of items or encumbrances remaining at time of sale;
__ Unincorporated area _√_ City of San Francisco

MUSICAL ARTS ASSOCIATION, INC. DBA THE CLEVELAND ORCHESTRA, Grantor, does hereby remise, release and forever quitclaim to **17TH & PERALTA, LLC,** Grantee, all of Grantor's rights and interests in the following real property:

957 Treat Avenue, San Francisco, CA 94110, referred to as Lots 036A, 036B, and 036C, Block 3639 of the San Francisco Assessor's Records (More particularly described in Exhibit A attached hereto).

Executed this 3rd day of October 2023 MUSICAL ARTS ASSOCIATION, INC. DBA THE CLEVELAND ORCHESTRA

JAMES E. MEYER CFO
PRINTED NAME & TITLE OF SIGNATOR

SIGNATURE

STATE OF OHIO

COUNTY OF CUYAHOGA

On October 3, 2023 before me, Delores Perry, a Notary Public in and for said County and State, personally appeared James E. Menger, the CFO of MUSICAL ARTS ASSOCIATION, INC. DBA THE CLEVELAND ORCHESTRA, Grantor, being personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed herein and acknowledged 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 for the uses and purposes set forth therein.

WITNESS my hand and official seal.

Delores Perry October 3, 2023

NOTARY PUBLIC STATE OF OHIO

DELORES PERRY
Notary Public
State of Ohio
My Comm. Expires
August 11, 2026

EXHIBIT A

"PARCEL A" – COMMENCING at a point on the Easterly line of Treat Avenue, distant thereon 150 feet northerly from the northerly line of 23rd Street; running thence northerly along the easterly line of Treat Street 110 feet; thence at a right angle Easterly 122 feet and 6 inches; thence at a right angle easterly 122 feet and 6 inches; thence at a right angle southerly 110 feet; and thence at a right angle westerly 122 feet 6 inches to easterly line of Treat Street and the point of commencement. Being part of Mission Block Number 139.

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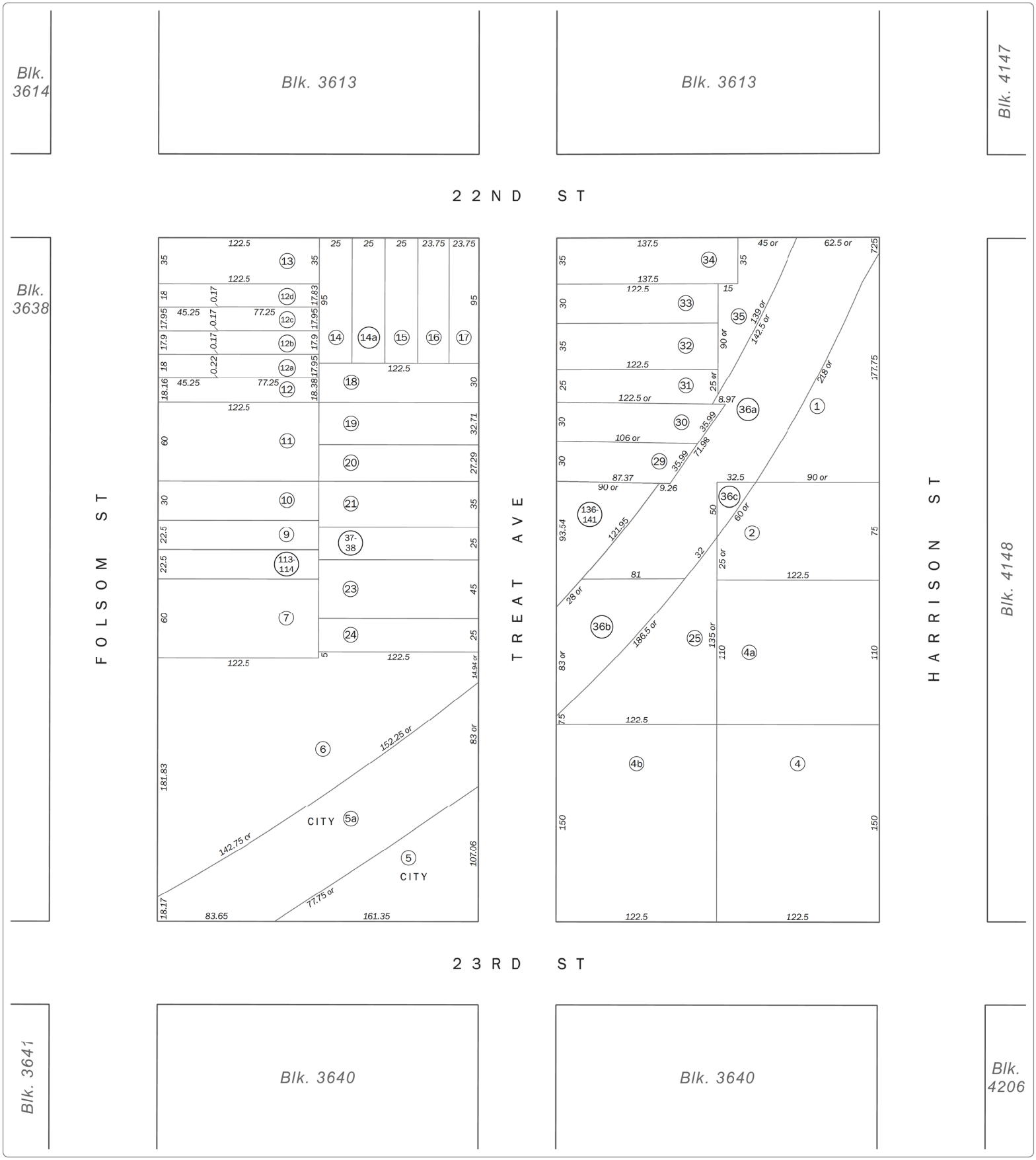
EXHIBIT P

Volume 24

MISSION BLK. 139

Block 3639

SHEET 1 OF 2



SAN FRANCISCO CITY & COUNTY
ASSESSOR'S BLOCK MAP

DISCLAIMER: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.

N

REVISED	2022

0 40 80 160 Feet

Revision History

From Lot	Change	To Lot	Year
26	into	25	1942
3	into	2	1943
4C	into	4	1953
22	into	37-38	2006
4	into	39-92	2008
2	into	93-112	2014
8	into	113-114	2016
36	into	36A-36C	2019
27, 28	into	135	2021
135	into	136-141	2022

SAN FRANCISCO CITY & COUNTY
ASSESSOR'S BLOCK MAP

DISCLAIMER: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.

BRIEF SUBMITTED BY THE PERMIT HOLDER(S)

Respondent's Brief for Appeal 26-052 for
Permit 202608136521

INTRODUCTION

On the morning of August 11, 2026, Rudy Rucker, Agent and Owner of 17th & Peralta LLC, an affiliate of Monkeybrains, a San Francisco-based Internet Service Provider and SF Local Business Enterprise ("LBE") ("Respondent"), emailed the San Francisco Assessor Recorder's Office to confirm ownership of APN 3639-036A also referred to as 957 Treat Ave. (**Exhibit A**). The Assessor Recorder replied sending confirmation that 17th & Peralta was an owner of the aforementioned parcel. Two days later on August 13, 2026, 17th & Peralta LLC obtained all proper documentation, including proof of ownership, and applied for a permit to replace a damaged gate in-kind which was correctly approved and issued on the following day. On August 31, 2026, ("Appellant") Jay Martin, who is restrained from our workplace (**Exhibit B**) and has an extensive history of filing frivolous appeals and suits against us, filed what is now his 5th appeal to permits issued to our business citing "deficient" ownership and questioning documented court orders by California Superior Courts and the very capable and licensed officials involved. Appellant's appeal says nothing about the construction involved, nor if the permit was issued appropriately, nor even how Appellant is impacted by any of this. The appeal is not at all relevant to the Board of Appeals (BOA), whose purview is simply if the issuing of the permit was "defective" not if California Superiro Court Orders are defective. For all the reasons stated below, we respectfully request that the Board of Appeals deny the appeal and reaffirm Department of Building Inspection's (DBI) issuance of the permit to replace the damaged gate at 957 Treat Ave.

PERMIT WAS ISSUED CORRECTLY

The San Francisco Department of Building inspection requires proof of ownership in order to issue a permit for construction and that was appropriately provided by Respondent's LLC, 17th and Peralta, LLC. For owner-builders, ownership can be established by providing a "r*ecorded grant deed or property tax statement*" per the San Francisco Department of Inspections website.[1] Additionally, owner-builders that are obtaining a permit as a Limited Liability Company (LLC) are required to provide documents from the California Secretary of State that show "*verification of names on LLC*".2 After consulting with SF Assessor Recorder as can be confirmed in the August 11, 2026 email (**Exhibit A**), Rudy Rucker and Alejandro Menendez, owners, obtained a property tax statement from the Assessor Recorder and, along with a Statement of Information from the Secretary of State of California (**Exhibit C**), provided all required documents to establish ownership and were appropriately issued a permit by DBI on August 14th 2026 for repair of a gate at 957 Treat Ave.

THE PERMIT IS NOT NEW AND MAY HAVE SIGNIFICANCE TO APPELLANT

In 2023, under much duress from a small handful of people, including Appellant, that were attempting to squat land behind our warehouse by antagonizing, harassing, and inciting violence against people at our work place, we attempted to get the very same permit that is the subject of this appeal to repair and secure the gate at the north-end of 957 Treat Ave. At that time, Appellant successfully appealed our permit, and the Board of Appeals found that we had not established ownership and that any easements we had via purchase of our warehouse abutting APN 3639-036A were prescriptive in nature and did not meet the requirements for obtaining a permit. The BOA further advised that the matter of ownership to APN 3639-036A was civil in nature and had to be resolved in the California Superior Court system (**Exhibit D)**.

17th and Peralta LLC took the BOA's April 2023 decision and subsequent guidance to heart, and began an extensive search for rightful owners of APNs 3639-036A, 3639-036B and 3639-036C. That search -

[1] https://www.sf.gov/gather-documents-your-building-permit-issuance

which involved years of work with several lawyers, title experts, title companies, independent investigators and court cases - yielded several entities and individuals that held various percentages of ownership - as determined by the San Francisco Assessor Recorder's office. We were able to contact these entities and individuals directly, and as result, paid for conveyance of ownership via quitclaim: first for APN 3639-036B, and subsequently for APN 3639-036A. This gate was subject of a previous 2023 appeal, and currently the subject of this appeal. Since 2023, the gate was assembled, paid for, and stored in our warehouse's community room[2] for over 3 years, collecting dust. It has been prominently present during community events (**Exhibit E**) as we patiently and correctly followed the appropriate procedures in completing the court cases that ultimately conveyed ownership of APN 3639-036A. The work that the BOA asserted we needed to do during that first appeal in 2023 has been completed after much complex legal work, and the puzzle of majority ownership of Lot36 has been solved as acknowledged by several California Superior Courts, the San Francisco Assessor-Recorder's Office, the San Francisco Treasurer and Tax Collector's Office, the San Francisco Planning Department, and the San Francisco Department of Building Inspection.

The subject of this appeal, permit 202608136521, is identical to permit 202303022910 which was the subject of Appeal 23-008 in 2023. This may have significance for Appellant. Affirming this permit would, at some level, erase the relevance of Appellant's 2023 Appeal 23-008, as the work denied then in 2023 would now be permitted. Appellant has made it no secret that they are very proud of that Appeal, often citing and including it in attachments of subsequent litigation regardless of relevance. For example, mention of Appeal 23-008 has surfaced in an opposition to petitioner's request to continue court hearing related to workplace violence restraining order CCH-23-585730 (**Exhibit F**) , and a motion to oppose attorney's fees related to civil restraining case CCH-23-586153 (**Exhibit G**). The latter was ultimately denied, and Appellant was required to pay $18,000.00 in attorney's fees to

[2] We make a room with a stage in our warehouse available to anyone that is interested in doing a community meeting or event at no cost. We have hosted various events including a debate for the D9 supervisors race, an open session with mayoral candidates, SF International Arts Festival, Litquake and neighborhood safety meeitings to name a few.

Respondent (**Exhibit H**). One could see how this appeal may be related to something personal and/or strategic for Appellant as opposed to having merit.

APPELLANT COULD BE CONSIDERED A VEXATIOUS LITIGANT

A vexatious litigant is defined as: "*an unrepresented person who repeatedly misuses the court system by filing baseless lawsuits, relitigating settled matters, or using frivolous motions to harass opponents* "[3] In addition, there is mention of a volume of 5 unsuccessful lawsuits within a 7 year period . Admittedly, small claims cases and BOA appeals do not apply to this definition. However, if we consider them as valid for moment, how would Appellant, Jay E. Martin, fare? In less than 4 years beginning in 2023 to present day, Appellant Jay Martin has filed or has been party to 3 failed appeals with the BOA : Appeal No: 23-028, Appeal No 23-029, & Appeal No 23-059 (**Exhibits I, J & K**). Appellant Jay Martin has also filed two civil restraining orders against people associated with our organization (Alejandro Menendez and Caleb DuBois), where the court dismissed both cases with prejudice, and Mr. Jay E Martin ordered to pay $18,000 in attorney's fees: CCH-23-586153 & CCH-23-586173 (**Exhibits L & M**). Jay Edward Martin was restrained from our work place by court order CCH-23-585730 (**Exhibit B**), attempted to relitigate via appeal, and ultimately did not prevail A169280 (**Exhibit N**). Appellant Jay Edward Martin and his wife Elizabeth Creely were ordered to pay $770 to our organization in small claims court for willful damage to property CSM-23-867455 (**Exhibit O**), and once again, attempted to relitigate via appeal and did not prevail (**Exhibit P**). It is apparent that Appellant Mr. Jay E Martin is, at best, severely under-scheduled and at worst, obsessed with using civil courts, and the BOA to harass our staff and organization.

[3] https://courts.ca.gov/news-reference/reports-publications/vexatious-litigant-list

THE COMMUNITY IS BEING INCLUDED

We believe a big part of Appellant Jay Martin's stated motivation in all this is that the land known as Lot 36 (APNs 3639-036A, B & C) be used for community benefit. On this point, and perhaps only this point, Respondent and Appellant are in full agreement. The difference is that we, the Respondent, have actually done it. Since securing the lot, Respondent has authorized its use for Third Thursdays on Treat, a recurring free cultural activation and night market produced in partnership with CLARO (Center for Latino Advocacy, Resources & Organizing). The results speak for themselves: more than 4,000 attendees, 120 vendor opportunities offered at no fee to local small businesses and entrepreneurs, more than 40 paid entertainment opportunities for local DJs, bands, and performers, and over $30,000 raised for San Francisco nonprofit organizations (**Exhibit Q**). Events have celebrated Latino Heritage Month and Asian American Heritage Month, prioritized vendors from the communities being honored, and drawn support from neighborhood institutions including Calle 24, Carnaval San Francisco, the Mission Merchants Association, ASIAN, Inc., SF Black Wall Street, Women's Audio Mission, 826 Valencia, and the San Francisco International Arts Festival. A lot that sat neglected and contested for years now hosts families, artists, and neighbors one evening a month. That is what community benefit looks like when it moves beyond appeals into action. Especially of interest are the people that are now attending these community activations and events, including Leila Mansour of Radio Habana, Denhi Donis (affectionately known by the community as the Flower Lady), and most notably, Tree Rubenstien, the former president of the Mission Greenway, the original group that opposed the initial gate permit. It is entirely possible that Appellant Jay Martin's frustration stems less from how the lot is being used and more from the fact that he cannot personally enjoy it with his former friends due to his proclivity for harassment and property damage. Regrettably, Appellant's long and well documented history of harassing our staff and willfully damaging our property (**Exhibits B, O & P**) has earned him a court order keeping him away from our workplace and the lot, which happens to be where the fun happens. Respondent sympathizes. The music is good, the food is better, and all

proceeds go to a good cause. But a restraining order is not a permit issue, and the Board of Appeals is not the proper venue to negotiate one's way back onto the guest list.

CONCLUSION

Strip away the attachments, the recycled 2023 appeal, and the invitation to second-guess the California Superior Court, and this appeal contains nothing the Board can act on. Appellant Jay Martin does not claim ownership of APN 3639-036A. Jay Edward Martin does not allege any defect in how DBI reviewed or issued the permit. Jay Martin does not explain how the replacement of a damaged gate, in kind, affects him in any way. What remains is a sixth attempt to use a public process to relitigate matters that courts have already decided, at the expense of the Board's time, DBI's time, and ours. Respondent did exactly what this Board instructed in 2023: we took the ownership question to the courts, resolved it, recorded it, and returned with every document DBI requires. The permit was issued correctly. The gate has been sitting in our community room for three years waiting for this moment, and it would very much like to go outside. For all the reasons stated above, Respondent respectfully requests that the Board of Appeals deny Appeal No. 26-052 and uphold the Department of Building Inspection's issuance of Permit No. 202608136521.



Alejandro Menendez
Managing Member
Monkeybrains.net
October 22, 2026



Rudy Rucker
Managing Member
Monkeybrains.net
October 22, 2026

Exhibit A

Subject: Re: Parcel 3639-036A
Date: Tue, 11 Aug 2026 18:12:12 +0000
From: Assessor, SF (ASR) <assessor@sfgov.org>
To: DPH-workplaces-406 <rudy@monkeybrains.net>

Good morning,

Per our records, the current ownership is:

JOHN L & MARGARET B GOMPERTZ TR B
17TH AND PERALTA LLC
GOMPERTZ RUTH EST OF

Best,

Nicholas Edward Wong
Office Assistant
Office of the Assessor-Recorder
City Hall, 1 Dr. Carlton B. Goodlett Place, Rm 190
San Francisco, CA 94102
Website: www.SF.gov/ASR

"Together, we work to ensure the financial stability of San Francisco. We seek to advance the principles of antiracism, equity, integrity and excellence, in service to our diverse constituents and communities."

From: Rudy Rucker <rudy@monkeybrains.net>
Sent: Tuesday, August 11, 2026 9:52 AM
To: Assessor, SF (ASR) <assessor@sfgov.org>
Subject: Re: Parcel 3639-036A

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

Hello Assessor's office,

I'm inquiring if there is an update to ownership on 3639-036A.

Thank you,
Rudy Rucker

Exhibit B

WV-130 Workplace Violence Restraining Order After Hearing

Clerk stamps date here when form is filed.

FILED
San Francisco County Superior Court
OCT 09 2023
CLERK OF THE COURT
BY: Deputy Clerk

Fill in court name and street address:

Superior Court of California, County of San Francisco

400 McAllister Street
San Francisco, CA 94102

Court fills in case number when form is filed.

Case Number:
CCH-23-585730

(1) Petitioner (Employer)

a. Name: Another Corporate ISP, LLC. DBA Monkeybrains

Lawyer for Petitioner *(if any, for this case)*

Name: Lisa Pinelli State Bar No.: 322425

Firm Name: Lvovich & Szucsko PC

b. Your Address *(If you have a lawyer, give your lawyer's information.)*

Address: 50 Osgood Place #500

City: San Francisco State: CA Zip: 94133

Telephone: 415-392-2560 Fax:

Email Address:

(2) Employee (Protected Person)

Full Name: Rudy Rucker

(3) Respondent (Restrained Person)

(Give all the information you know. Information with a star (*) is required to add this order to the California police database. If age is unknown, give an estimate.)

*Full Name: Jay Martin *Age: 58 Date of Birth:

*Race: Caucasian Height: 5'10" Weight: 190 lb Hair Color: White Eye Color: Brown

*Gender: ☒ M ☐ F ☐ Nonbinary Home Address: 2784 22nd Street

City: San Fracnisco State: CA Zip: 94110

Relationship to Protected Person:

(4) ☒ Additional Protected Persons

In addition to the employee, the following family or household members or other employees are protected by the temporary orders indicated below:

Full Name	Gender	Age	Household Member?	Relation to employee
Alejandro Menendez	M	49	☐ Yes ☒ No	Co-employee
			☐ Yes ☐ No	
			☐ Yes ☐ No	

☐ Additional protected persons are listed at the end of this Order on Attachment 4.

(5) Expiration Date

This Order, except for any award of lawyer's fees, expires at

Date: October 9, 2026 Time: 9:00 ☒ a.m. ☐ p.m.

If no expiration date is written here, this Order expires three years from the date of issuance.

This is a Court Order.

Case Number:
CCH-23-585730

(6) Hearing

a. There was a hearing on *(date):* Oct 9, 2023 at *(time):* 10:00 AM in Dept.: 505 Room: 505
(Name of judicial officer): Honorable Lydia M Villareall made the orders at the hearing.

b. These people were at the hearing:

(1) ☒ The petitioner/employer *(name):* Another Corporate ISP, LLC DBA MonkeyBrains

(2) ☒ The lawyer for the petitioner/employer *(name):* Lisa A Pinelli, Esq.

(3) ☒ The employee (4) ☐ The lawyer for the employee *(name):* _____

(5) ☒ The respondent (6) ☐ The lawyer for the respondent *(name):* _____

☐ Additional persons present are listed at the end of this Order on Attachment 6b.

c. ☐ The hearing is continued. The parties must return to court on *(date):* _____ at *(time):* _____.

To the Respondent:

The court has granted the orders checked below. If you do not obey these orders, you can be arrested and charged with a crime. You may be sent to jail for up to one year, pay a fine of up to $1,000, or both.

(7) Personal Conduct Orders

a. You are ordered **not** do the following things to the employee
☒ and to the other protected persons listed in (4):

(1) ☒ Harass, molest, strike, assault (sexually or otherwise), batter, abuse, destroy personal property of, or disturb the peace of the person.

(2) ☒ Commit acts of violence or make threats of violence against the person.

(3) ☒ Follow or stalk the person during work hours or to or from the place of work.

(4) ☒ Contact the person, either directly or indirectly, in **any** way, including, but not limited to, in person, by telephone, in writing, by public or private mail, by interoffice mail, by email, by text message, by fax, or by other electronic means.

(5) ☒ Enter the person's workplace.

(6) ☒ Take any action to obtain the person's address or locations. If this item is not checked, the court has found good cause not to make this order.

(7) ☐ Other *(specify):*

☐ Other personal conduct orders are attached at the end of this Order on Attachment 7a(7).

b. Peaceful written contact through a lawyer or a process server or other person for service of legal papers related to a court case is allowed and does not violate this order.

This is a Court Order.

Case Number:
CCH-23-585730

(8) Stay-Away Orders

a. You **must** stay at least 5 yards away from *(check all that apply):*

(1) ☒ The employee.
(2) ☒ Each other protected person listed in (4).
(3) ☒ The employee's workplace.
(4) ☒ The employee's home.
(5) ☒ The employee's school.
(6) ☒ The employee's children's school.
(7) ☐ The employee's children's place of child care.
(8) ☒ The employee's vehicle.
(9) ☐ Other *(specify):*

b. This stay-away order does not prevent you from going to or from your home or place of employment.

(9) No Firearms (Guns), Firearm Parts, or Ammunition

a. You cannot own, possess, have, buy or try to buy, receive or try to receive, or in any other way get any prohibited items listed below in b.

b. **Prohibited items are:**

(1) Firearms (guns);

(2) Firearm parts, meaning receivers, frames, or any item that may be used as or easily turned into a receiver or frame (see Penal Code section 16531); and

(3) Ammunition.

c. If you have not already done so, you must:

- Within 24 hours of being served with this Order, sell to or store with a licensed gun dealer, or turn in to a law enforcement agency, any firearms (guns) and firearm parts in your custody or control or that you possess or own.
- File a receipt with the court within 48 hours of receiving this Order that proves that your firearms (guns) and firearm parts have been turned in, sold, or stored. (You may use *Receipt for Firearms and Firearm Parts* (form WV-800) for the receipt.)

d. ☐ The court has received information that you own or possess a firearm (gun), firearm parts, or ammunition.

e. ☐ The court has made the necessary findings and applies the firearm relinquishment exemption under Code of Civil Procedure section 527.9(f). Under California law, the person in (3) is not required to relinquish this firearm *(specify make, model, and serial number of firearm(s)):* _____

The firearm must be in his or her physical possession only during scheduled work hours and during travel to and from his or her place of employment. Even if exempt under California law, the person in (3) may be subject to federal prosecution for possessing or controlling a firearm.

Case Number:
CCH-23-585730

(10) ☐ Costs

You must pay the following amounts for costs to the petitioner:

Item	Amount	Item	Amount
	$		$
	$		$
	$		$

☐ Additional amounts are attached at the end of this Order on Attachment 10.

(11) ☐ Other Orders *(specify):*

☐ Additional orders are attached at the end of this Order on Attachment 11.

To the Person in (1):

(12) Mandatory Entry of Order Into CARPOS Through CLETS

This Order must be entered into the California Restraining and Protective Order System (CARPOS) through the California Law Enforcement Telecommunications System (CLETS). *(Check one):*

a. ☐ The clerk will enter this Order and its proof-of-service form into CARPOS.

b. ☒ The clerk will transmit this Order and its proof-of-service form to a law enforcement agency to be entered into CARPOS.

c. ☐ By the close of business on the date that this Order is made, the petitioner or the petitioner's lawyer should deliver a copy of the Order and its proof-of-service form to the law enforcement agency listed below to enter into CARPOS:

Name of Law Enforcement Agency	Address *(City, State, Zip)*

☐ Additional law enforcement agencies are listed at the end of this Order on Attachment 12.

(13) Service of Order on Respondent

a. ☒ The respondent personally attended the hearing. No other proof of service is needed.

b. ☐ The respondent did not attend the hearing.

(1) ☐ Proof of service of form WV-110, *Temporary Restraining Order,* was presented to the court. The judge's orders in this form are the same as in form WV-110 except for the expiration date. The respondent must be served with this Order. Service may be by mail.

(2) ☐ The judge's orders in this form are different from the temporary restraining orders in form WV-110. Someone—but not the petitioner or anyone protected by this order—must personally serve a copy of this Order on the respondent.

This is a Court Order.

Case Number:
CCH-23-585730

(14) No Fee to Serve (Notify) Restrained Person

The sheriff or marshal will serve this Order without charge because the Order is based on a credible threat of violence or stalking.

(15) Number of pages attached to this Order, if any: _____

Date: October 9, 2023

Judicial Officer

Warning and Notice to the Respondent:

You Cannot Have Firearms (Guns), Firearm Parts, or Ammunition

Unless item 9e is checked, you cannot own, have, possess, buy or try to buy, receive or try to receive, or otherwise get any prohibited items listed in item 9b on page 3 while this Order is in effect. If you do, you can go to jail and pay a $1,000 fine. You must sell to or store with a licensed gun dealer, or turn in to a law enforcement agency, any firearms (guns) and firearm parts that you have or control as stated in item (9) above. The court will require you to prove that you did so.

Instructions for Law Enforcement

Enforcing the Restraining Order

This Order is enforceable by any law enforcement agency that has received the Order, is shown a copy of the Order, or has verified its existence on the California Restraining and Protective Order System (CARPOS). Agencies are encouraged to enter violation messages into CARPOS. If the law enforcement agency has not received proof of service on the restrained person, and the restrained person was not present at the court hearing, the agency must advise the restrained person of the terms of the Order and then must enforce it. Violations of this Order are subject to criminal penalties.

Start Date and End Date of Orders

This Order *starts* on the date next to the judge's signature on page 5 and *ends* on the expiration date in item (5) on page 1.

If the Protected Person Contacts the Restrained Person

Even if the protected person invites or consents to contact with the restrained person, this Order remains in effect and must be enforced. The protected person cannot be arrested for inviting or consenting to contact with the restrained person. The orders can be changed only by another court order. (Pen. Code, § 13710(b).)

This is a Court Order.

Case Number:
CCH-23-585730

Conflicting Orders—Priorities for Enforcement

If more than one restraining order has been issued protecting the protected person from the restrained person, the orders must be enforced in the following priority (see Pen. Code, § 136.2 and Fam. Code, §§ 6383(h)(2), 6405(b)):

1. *Emergency Protective Order (EPO):* If one of the orders is an *Emergency Protective Order* (form EPO-001), provisions (e.g., stay-away order) that are more restrictive than in the other restraining/protective orders must be enforced. Provisions of another order that do not conflict with the EPO must be enforced.
2. *No-Contact Order:* If a restraining/protective order includes a no-contact order, the no-contact order must be enforced. Item 7a(4) is an example of a no-contact order.
3. *Criminal Protective Order (CPO):* If none of the orders include an EPO or a no-contact order, the most recent CPO must be enforced. (Fam. Code, §§ 6383(h)(2) and 6405(b).) Additionally, a CPO issued in a criminal case involving charges of domestic violence, Penal Code sections 261, 261.5, or former 262, or charges requiring sex offender registration must be enforced over any civil court order. (Pen. Code, § 136.2(e)(2).) All provisions in the civil court order that do not conflict with the CPO must be enforced.
4. *Civil Restraining Orders:* If there is more than one civil restraining order (e.g., domestic violence, juvenile, elder abuse, civil harassment), then the order that was issued last must be enforced. Provisions that do not conflict with the most recent civil restraining order must be enforced.

Clerk's Certificate
[seal]

(Clerk will fill out this part.)

—Clerk's Certificate—

I certify that this *Workplace Violence Restraining Order After Hearing* is a true and correct copy of the original on file in the court.

Date: _____ Clerk, by _____, Deputy

This is a Court Order.

Exhibit C

Secretary of State
Statement of Information
(Limited Liability Company)

LLC-12

20-A44163

FILED

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

JAN 29, 2020

This Space For Office Use Only

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

Filing Fee – $20.00

Copy Fees – First page $1.00; each attachment page $0.50;
Certification Fee - $5.00 plus copy fees

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

17TH & PERALTA, LLC

2. 12-Digit Secretary of State File Number	**3. State, Foreign Country or Place of Organization** (only if formed outside of California)
201918210258	CALIFORNIA

4. Business Addresses

	City (no abbreviations)	State	Zip Code
a. Street Address of Principal Office - Do not list a P.O. Box 1611 17th Street	Oakland	CA	94607
b. Mailing Address of LLC, **if different than item 4a** 1611 17th Street	Oakland	CA	94607
c. Street Address of **California** Office, if Item 4a is not in California - Do not list a P.O. Box 1611 17th Street	Oakland	**CA**	94607

5. Manager(s) or Member(s)

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

a. First Name, if an individual - Do not complete Item 5b	Middle Name	Last Name	Suffix
Alejandro		Menendez	
b. Entity Name - Do not complete Item 5a			
c. Address 1611 17th Street	City (no abbreviations) Oakland	State CA	Zip Code 94607

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

INDIVIDUAL – Complete Items 6a and 6b only. Must include agent's full name and California street address.

a. California Agent's First Name (if agent is **not** a corporation)	Middle Name	Last Name	Suffix
Joshua		Ridless	
b. Street Address (if agent is **not** a corporation) - **Do not enter a P.O. Box** 500 Washington Street, Suite 700	City (no abbreviations) San Francisco	State **CA**	Zip Code 94111

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

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

7. Type of Business

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

8. Chief Executive Officer, if elected or appointed

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

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

01/29/2020	Joshua Ridless	Attorney of Record	
Date	Type or Print Name of Person Completing the Form	Title	Signature

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

Name:

Company:

Address:

City/State/Zip:

Exhibit C

Attachment to Statement of Information (Limited Liability Company)

LLC-12A Attachment

20-A44163

A. Limited Liability Company Name

17TH & PERALTA, LLC

This Space For Office Use Only

B. 12-Digit Secretary of State File Number	**C. State or Place of Organization** (only if formed outside of California)
201918210258	CALIFORNIA

D. List of Additional Manager(s) or Member(s) - If the manager/member is an individual, enter the individual's name and address. If the manager/member is an entity, enter the entity's name and address. Note: The LLC cannot serve as its own manager or member.

First Name	Middle Name	Last Name	Suffix
Rudy		Rucker	
Entity Name			
Address	City (no abbreviations)	State	Zip Code
1611 17th Street	Oakland	CA	94607
First Name	Middle Name	Last Name	Suffix
Entity Name			
Address	City (no abbreviations)	State	Zip Code
First Name	Middle Name	Last Name	Suffix
Entity Name			
Address	City (no abbreviations)	State	Zip Code
First Name	Middle Name	Last Name	Suffix
Entity Name			
Address	City (no abbreviations)	State	Zip Code
First Name	Middle Name	Last Name	Suffix
Entity Name			
Address	City (no abbreviations)	State	Zip Code
First Name	Middle Name	Last Name	Suffix
Entity Name			
Address	City (no abbreviations)	State	Zip Code
First Name	Middle Name	Last Name	Suffix
Entity Name			
Address	City (no abbreviations)	State	Zip Code
First Name	Middle Name	Last Name	Suffix
Entity Name			
Address	City (no abbreviations)	State	Zip Code

City and County of San Francisco

London Breed
Mayor

Board of Appeals

Julie Rosenberg
Executive Director

AFFIDAVIT OF SERVICE

Friends of the Mission Greenway, Appellant(s)
c/o Elizabeth Creely, Agent for Appellant(s)
2700 22nd Street
San Francisco, CA 94110

I, Alec Longaway, Legal Assistant for the Board of Appeals, hereby certify that on this **9th** day of **May 2023**, I served the attached **Notice of Decision** for **Appeal No. 23-008, Friends of the Mission Greenway vs. Department of Building Inspection, subject property at 957 Treat Avenue,** on the appellant(s) via email to: themissiongreenway@gmail.com

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed in San Francisco, California.

May 9, 2023
Date

Alec Longaway

cc: Matthew Greene, Chief Building Inspector
Department of Building Inspection
matthew.greene@sfgov.org

OTHER PARTIES
OR CONCERNED CITIZENS:

17th and Peralta LLC, Permit Holder(s)
c/o Alex Menendez, Agent for Permit Holder(s)
933 Treat Avenue
San Francisco, Ca 94110
amen@monkeybrains.net

Exhibit D
BOARD OF APPEALS, CITY & COUNTY OF SAN FRANCISCO

Appeal of
FRIENDS OF THE MISSION GREENWAY,)
Appellant(s))
)
vs.)
)
DEPARTMENT OF BUILDING INSPECTION,)
PLANNING DEPARTMENT APPROVAL Respondent

Appeal No. **23-008**

NOTICE OF APPEAL

NOTICE IS HEREBY GIVEN THAT on March 14, 2023, the above named appellant(s) filed an appeal with the Board of Appeals of the City and County of San Francisco from the decision or order of the above named department(s), commission, or officer.

The substance or effect of the decision or order appealed from is the ISSUANCE on March 2, 2023 to 17th and Peralta LLC, of an Alteration Permit (replace damaged gate in kind, north of lot; approximately 16 feet wide and 8 feet tall) at 957 Treat Avenue.

APPLICATION NO. 2023/03/02/2910

FOR HEARING ON April 26, 2023

Address of Appellant(s):	Address of Other Parties:
Friends of the Mission Greenway, Appellant(s) c/o Elizabeth Creely, Agent for Appellant(s) 2700 22nd Street San Francisco, CA 94110	17th and Peralta LLC, Permit Holder(s) c/o Alex Menendez, Agent for Permit Holder(s)

NOTICE OF DECISION & ORDER

The hearing on the aforementioned matter came before the Board of Appeals of the City & County of San Francisco on April 26, 2023.

PURSUANT TO § 4.106 of the Charter of the City & County of San Francisco and Article 1, §14 of the Business & Tax Regulations Code of the said City & County, and the action above stated, the Board of Appeals hereby **GRANTS THE APPEAL AND ORDERS** that the ISSUANCE of the subject permit by the Department of Building Inspection is OVERRULED and DBI is hereby ordered and directed to **REVOKE** the permit on the basis that it was improperly issued.

BOARD OF APPEALS
CITY & COUNTY OF SAN FRANCISCO



Rick Swig, President

Last Day to Request Rehearing: May 8, 2023
Rehearing Request: None.
Rehearing: None.
Notice Released: May 9, 2023

Julie Rosenberg

Julie Rosenberg, Executive Director

If this decision is subject to review under Code of Civil Procedure § 1094.5, then the time within which judicial review must be sought is governed by California Code of Civil Procedure, §1094.6.

Exhibit E



Exhibit F

Elizabeth Creely and Jay Martin
2784 22nd Street
San Francisco, CA 94110
(415) 830-0246
scenography@hotmail.com

ELIZABETH CREELY and
JAY MARTIN, IN PRO PER

ENDORSED
FILED
San Francisco County Superior Court
JUN 15 2023
CLERK OF THE COURT
BY: GINA GONZALES
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

ANOTHER CORPORATE ISP, LLC DBA MONKEYBRAINS
Petitioner,

v.

ELIZABETH CREELY, ET AL.,
Respondents.

Case No. CCH-23-585730

RESPONDENTS' OPPOSITION TO PETITIONER'S REQUEST TO CONTINUE COURT HEARING

Date: June 20, 2023
Time: 9:00 a.m.
Dept: 505
Judge: The Honorable Michelle Tong
Action Filed: May 30, 2023

We, ELIZABETH CREELY and JAY MARTIN, two of the four Respondents, ask the court to deny Petitioner's Request to Continue Court Hearing, filed on June 13, 2023, for the following reasons:

Petitioner states that they "are having difficulty serving one of the Respondents, Lara Hanna" (WV-115, Request to Continue Court Hearing, June 13, 2023). However, a hearing without Ms. Hanna would be able to resolve the petition fully, even as to whether a restraining order should be placed on Ms. Hanna, because of the availability of recorded video and audio evidence.

Petitioner released security camera video, about two-and-a-half minutes long, showing the

altercation of May 24, 2023, that led to the petition (Exhibit A is a transcript of the video; the video is available online in "Video shows battle over disputed S.F. lot turn violent. No one knows what comes next," Nora Mishanec, *San Francisco Chronicle,* June 2, 2023, https://www.sfchronicle.com/sf/ /article/monkeybrains-mission-dispute-18121282.php). In the video, Ms. Hanna is neither shouting nor aggressive. We will testify at the hearing that Ms. Hanna was neither shouting nor aggressive during the entire evening of the altercation.

None of the actions that the petition alleges were done by Ms. Hanna were physical threats or harm to Petitioner in their person or even to their building. Petitioner alleges that Ms. Hanna is "part of a group . . . [that] has been a nuisance [and] filed numerous, false complaints [with the Department of Building Inspection]. . . . [Petitioner] did obtain a copy of one complaint and it was submitted by Lara Hanna." Petitioner alleges that "Lara Hannah directed 5 yards of mulched dumped on [Petitioner's] parking area." Petitioner alleges that "Lara Hanna [was] actively destroying workplace property – a concrete form for a planter box pad." Petitioner alleges that "Lara Hanna . . . damaged a concrete wall with sledgehammering . . . [which] did $2000–$4000 in damages" (Attachment 8c to WV-100, Petition for Workplace Violence Restraining Orders, May 26, 2023).

"Destroying" and "sledgehammering" sound violent, but the actions were nonviolent protests against illegal construction. The concrete wall, and the form to make the concrete wall, are illegal construction because they are on land that Petitioner doesn't own or even claim to own. Ms. Hanna's alleged actions were done because of where the wall was constructed. The message those actions sent was only, Follow the law and don't build here. The disagreement about the use of the land, which began many years before Petitioner purchased a building next to the land, was summarized in a letter from the San Francisco Board of Appeals to Mayor London Breed on June 12, 2023 (Exhibit B). In the letter, Petitioner is identified as both "17th and Peralta LLC" and "Monkeybrains," and Ms. Hanna is a member of the group "Friends of the Mission Greenway."

Petitioner's cause is not weakened by the absence of Ms. Hanna. Only Respondents suffer by her absence, because she would have been another voice corroborating Respondents' testimony.

Petitioner states that "protected employee, Rudy Rucker, will be on a pre-planned vacation out of the country on 06/20 – it is important that he be at the hearing." Petitioner earlier requested

Exhibit F

appearance via Zoom for exactly the same reason, that "Mr. Rucker…had existing travel plans prior to the assault and will be out of the country at the time of the hearing" (Notice Re: Appearance via Zoom, 5/31/2023). Petitioner does not state why Zoom seemed adequate on 5/31/2023 but seems inadequate on 6/13/2023.

Petitioner also does not state why a continuance of the hearing would be safe for the persons unprotected by a temporary restraining order. Petitioner sought to protect Alejandro Menendez, Devin Lozano, and Devin Osband with temporary restraining orders when the petition was filed, but only Rudy Rucker received protection ("Denied Pending Hearing" stamps on names on WV-110, Temporary Restraining Order, May 30, 2023). If Petitioner believed that the others immediately needed the protection of temporary restraining orders, then Petitioner cannot justify delaying the opportunity to obtain restraining orders for them. Taken literally, Petitioner is asking to risk the others' safety for the sake of Mr. Rucker's vacation. (In fact, Mr. Rucker and the others are perfectly safe, but the court should proceed as if they were in danger and hold a hearing on the scheduled date.)

Petitioner does not state when Mr. Rucker will return from his pre-planned vacation, which it might help the court to know. We ask the court not to schedule a hearing between July 10 and July 18, if the hearing is continued, because we plan to visit Elizabeth Creely's mother in Southern California to celebrate her 90th birthday.

Dated: June 15, 2023

Respectfully Submitted,

ELIZABETH CREELY

IN PRO PER

JAY MARTIN

IN PRO PER

EXHIBIT A

Exhibit F

TRANSCRIPT OF THE VIDEOS OF THE ALTERCATION ON MAY 24, 2023

This transcript was prepared by one of the Respondents, JAY MARTIN.

[Excerpt from the Monkeybrains security video begins, published at https://www.sfchronicle.com/sf/article/monkeybrains-mission-dispute-18121282.php]

(Rudy Rucker walks toward a concrete form, where Jay Martin and Lara Hanna are kneeling and removing screws. Mauricio Zambrano stands behind Jay Martin. Elizabeth Creely stands at the end of the concrete form taking a picture with her phone.)

Rucker: Hey. Get out of here. Beat it. Scram.

Hanna: Hey, Rudy.

Martin: Rudy, we can't let you.

Rucker: I worked all day on this.

Martin: We can't make it easy for you, Rudy.

(Rucker stops next to Zambrano and Martin.)

Creely: Rudy, I know.

Martin: Rudy, you're going to make [inaudible].

Rucker: Dude, I worked all day on this fucking thing.

Martin: You know, I'm sorry. I'm sorry, but [inaudible].

Rucker: I worked for five hours [inaudible].

Creely: We worked on our garden beds that you picked up and tipped over.

Rucker: I'm putting plants here.

Martin: OK, Alex, [inaudible].

Creely: His name isn't Alex.

(Rucker walks towards Hana, who is filming him with her phone. Creely follows Rucker.)

Rucker: I'm missing dinner with my family.

(Rucker tries to grab Hana's phone.)

Creely: Whoa. Hey.

Rucker: So get your fucking phone off me.

Creely: Whoa. You get the fuck away from them, son.

(Rucker turns and walks past Creely towards Martin. Creely follows Rucker.)

Rucker: [inaudible] Get your fucking hands out of here.

(Creely shoulders Rucker aside as Rucker approaches Martin.)

Creely: Fuck you, man.

Martin: Whoa, whoa, whoa, whoa. No touching. Nobody touches anybody.

(Rucker and Creely stand face-to-face. Creely grabs and throws away a bag of chips from Rucker's hand, which Rucker had been eating.)

Rucker: (to Creely) [inaudible].

Creely: (to Rucker) [inaudible].

(Martin stands.)

Martin: Stop. Nobody touches anybody.

(Zambrano walks up behind Creely, holds her hand, moves in front of Creely, and coaxes her away from Rucker. Rucker walks towards Creely as Creely walks backwards.)

Rucker: I'm skipping dinner with my family [inaudible].

Creely: Get the fuck away from my husband.

Rucker: I'm skipping dinner with my family to be out here [inaudible].

(Rucker turns and walks towards Hanna. Hanna backs away.)

Martin: Yeah, well, Alex, we're going to disassemble this. I don't care what you think.

Rucker: [inaudible].

Martin: Stay calm. Stay calm. Nobody touches anybody.

(Zambrano walks towards Rucker and Hanna. Creely walks past Martin to pick up the bag of chips. Rucker walks towards Martin.)

Creely: [inaudible].

Martin: [inaudible] You can't build a wall. I'm telling you no. [inaudible]

(Creely turns towards Rucker and Martin.)

Creely: His name is Rudy. His name is fucking Rudy.

(Rucker stops near Martin and turns towards Creely.)

Rucker: Give me back my dinner, man.

Creely: You want those?

(Creely throws the bag of chips away.)

Rucker: I'm skipping my dinner with my family because you people are fucking with my work.

(Creely walk to stand beside Martin. Creely nudges Martin back and stands immediately in front of Martin, facing Rucker.)

Martin: Alex, I'm, I'm sorry, Rudy, I'm sorry. You can't build a wall. You can't build a wall. You know this. You can't build a wall.

Rucker: I'm putting planters here. You guys can do whatever the fuck you want down here. You. I don't care. I don't care what you're doing down there.

(Martin walks from behind Creely to beside Creely.)

Martin: You're building cement. You can't lay cement. You can't.

(Creely takes out her phone, takes a step back, and begins filming Rucker.)

Rucker: I don't. I don't care. [inaudible]

Martin: I'm telling you no.

[Creely phone video begins, published at https://missionlocal.org/2023/05/violence-breaks-out-parcel-36-mission-greenway-monkeybrains/]

(Rucker walks towards Creely.)

Martin: And we're not going to discuss it. We talked for a long time.

(Rucker hits Creely's hand. Creely's phone flies up out of her hand. Creely strikes Rucker's face.)

Martin: Whoa. Nobody touches anybody.

(Martin moves between Rucker and Creely, facing Creely, and coaxes Creely away.)

Rucker: Come on.

Martin: Nobody touches anybody.

(Zambrano runs over to calm Creely. Martin stays between Rucker and Creely. Rucker takes a

step away and then walks towards Creely again.)

Creely: I'm going to fuck you up.

Martin: Nobody touches anybody.

Creely: I will fuck you up.

Martin: Nobody touches anybody. Rudy, this is easy.

Zambrano: Hey, listen [inaudible].

(Rucker stands in the concrete form. Martin stands facing him. Zambrano continues to calm Creely and coax her away.)

Martin: You know what we're going to do.

Rucker: I'm not fucking leaving.

Martin: Well, I'm going to disassemble this, because you can't lay cement. I just talked to Alex for a long time. You can't lay cement.

Rucker: Get the fuck out of here.

Martin: The answer is no. No. I'm taking this apart. You can't lay cement. You got cement.

Rucker: Yeah, you got a video?

Martin: No new cement.

Rucker: I'm going to subpoena. Elizabeth Creely punched me.

Martin: No new cement.

Rucker: Are you happy with that, Lara?

(Rucker starts walking towards Hanna. Rucker stops and turns to face Martin. Creely walks towards Martin.)

Martin: Yes, cause you're a fucking asshole. Now get the fuck out away before a fight starts.

Rucker: Are you happy with that?

(Rucker walks towards and stops near Hanna.)

Martin: We don't want a fight. Get the fuck out of here.

(Zambrano walks towards Rucker and Hanna.)

Rucker: I'm not, I'm not hitting people.

(Martin walks towards and stops near Rucker.)

Martin: Yet. Get away.

Rucker: You're violent.

Martin: You're provoking.

Rucker: You have violent energy.

Martin: No, I'm shouting. And I'm shouting to tell you to go away.

(Rucker walks towards Creely, who has picked up her phone. Rucker tries to grab Creely's phone.)

Rucker: Stop filming me.

[Creely phone video ends.]

Martin: Go away. Go away. Nobody touches anybody.

Rucker: [inaudible] I don't want to be filmed.

Martin: Go away. Go away. I'm disassembling your wall. Go away.

Rucker: Get out of here.

Martin: Go away.

Rucker: I'm not getting, I'm not [inaudible].

Martin: OK, then would like a screwdriver and like to help me, help me disassemble it?

(Rucker takes out his phone and starts to text/)

Rucker: [inaudible] Good.

Martin: OK.

Creely: [inaudible]

Martin: Yeah. You can watch.

Creely: Anyone can [inaudible]

Martin: But nobody touches anybody. Nobody touches anybody.

Rucker: I can tell Alex I got punched by Elizabeth. That's funny.

Martin: You fucking deserved it. But nobody touches anybody from now on. Is that clear?

[Excerpt from the Monkeybrains security video ends.]

EXHIBIT B

June 12, 2023

Mayor London Breed
1 Dr. Carlton B. Goodlett Place, Room 200
San Francisco, CA 94102
MayorLondonBreed@sfgov.org

Supervisor Hillary Ronen
Board of Supervisors, District 9
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102
Hillary.Ronen@sfgov.org

President Aaron Peskin
Board of Supervisors, District 3
1 Dr. Carlton B. Goodlett Place, Room 244
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Aaron.Peskin@sfgov.org

Patrick O'Riordan, Director
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49 South Van Ness Avenue
San Francisco, CA 94103
Patrick.Oriordan@sfgov.og

Philip Ginsburg, Director
Recreation and Parks Department
501 Stanyan Street
San Francisco, CA 94117
Phil.Ginsburg@sfgov.org

Andrico Penick, Director
General Services Agency, Real Estate Division
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102
Andrico.Penick@sfgov.org

Joaquín Torres, Assessor-Recorder
1 Dr. Carlton B. Goodlett Place, Room 190
San Francisco, CA 94102
Joaquin.Torres@sfgov.org

Dear Mayor Breed, Supervisor Ronen, Supervisor Peskin, Director O'Riordan, Director Ginsburg, Director Penick, and Assessor-Recorder Torres:

I write to you today on behalf of the Board of Appeals ("BOA"). On April 26, 2023, at our regularly scheduled meeting, we heard Appeal No. 23-008, an appeal by Friends of the Mission

Exhibit F

Greenway of a simple building permit issued to 17th and Peralta LLC for the property located at 957 Treat Avenue in the Mission District. The property, popularly known as "Parcel 36," is an irregularly shaped former railroad right-of-way for which the ownership records are incomplete and include a corporation that dissolved in the 1930s. Parcel 36, a private lot, has been used for parking and loading by adjacent parcel owners.

The appeal itself only addressed a permit application with the Department of Building Inspection to replace in-kind a gate providing access to Parcel 36 from 22nd Street near the corner of Harrison Street. Monkeybrains, an internet service provider and an affiliate of 17th and Peralta LLC, uses the parcel for parking and loading. Friends of the Mission Greenway, an organization that supports public gardens, appealed the permit because they did not want to be excluded from the parcel. Although Friends of the Mission Greenway does not have any ownership interest in the parcel, the organization has sought to create a community garden on Parcel 36. The BOA granted the appeal unanimously, with the full support of both the Planning Department and the Department of Building Inspection ("DBI"), because 17th and Peralta LLC, the permit holder, is not the owner of record for 957 Treat Avenue and does not hold a recorded easement. 17th and Peralta LLC had sought to replace the damaged gate providing access to Parcel 36 based on security concerns, but the Planning Department and DBI concluded that the permit had been issued in error because only the owner of the property or the holder of a recorded easement on the property could obtain such a permit.

This appeal was narrow in scope and the BOA only had the authority to rule on the issuance of the permit in question. However, the April 26 hearing, which featured approximately 50 comments from members of the public and lasted approximately three hours, surfaced several significant problems within City government that the Board of Appeals agreed should be brought to your attention.

First, the conflict between Monkeybrains and the appellant, Friends of the Mission Greenway, revealed potential shortcomings in the City government's response to longstanding issues with Parcel 36. Both parties to this appeal acknowledged engaging with Supervisor Hillary Ronen's office regarding both the proposed private usage by Monkeybrains and proposed public usage by the Friends of the Mission Greenway. Parcel 36, with an unknown or unconfirmed owner-of-record, presents security concerns and unique legal problems and opportunities, giving rise to an increased risk of litigation.

We respectfully request that Supervisor Ronen's office or the Mayor's office, or both, intervene and mediate now, as the BOA's decision has not resolved the conflict between the public and the adjacent property owners concerning the status of Parcel 36. It was brought to the BOA's attention, after the April 26, 2023 hearing, that Monkeybrains installed a large, heavy lock on the gate that was the subject of the appeal, which implies an escalation of hostility. Mediation and community building is clearly the superior option here.

Second, several other City departments can and should be involved in the resolution of the ambiguous status of Parcel 36, each of which are copied on this letter. Members of the BOA, members of the public, and the parties to this appeal each expressed disappointment with the

unresponsiveness of several City departments regarding this property. Those departments include: the Recreation and Parks Department, which should be involved as a potential steward of Parcel 36, a space that has been used as informal park space by many Mission District residents; the Department of Real Estate, which could potentially exercise eminent domain over or otherwise obtain Parcel 36; and the Assessor-Recorder's Office, which has apparently conducted research on the ownership of Parcel 36 and recently assessed property taxes on the parcel after many years of not doing so. The BOA asks that these departments, in conjunction with Supervisor Ronen and Mayor Breed, work with the stakeholders to resolve this matter.

The BOA wants to see the best possible resolution of this unusual situation with the cooperation and collaboration of our City government. While we do not have the power to do anything beyond what we have already done, we sincerely urge the recipients of this letter to work with the Friends of the Mission Greenway, Monkeybrains, and other stakeholders to resolve this matter.

Sincerely,



Alex Lemberg
Commissioner, Board of Appeals
On Behalf of the Board of Appeals

cc:
Friends of the Mission Greenway themissiongreenway@gmail.com
Monkeybrains amen@monkeybrains.net

Exhibit G

Jay Edward Martin
2784 22nd Street
San Francisco, CA 94110
(415) 830-0246
scenography@hotmail.com

JAY EDWARD MARTIN, IN PRO PER

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN FRANCISCO

JAY EDWARD MARTIN,

Petitioner,

vs.

ALEJANDRO MENENDEZ,

Respondent.

Case No.: CCH-23-586153

PETITIONER'S OPPOSITION TO MOTION FOR AN ORDER GRANTING PREVAILING PARTY ATTORNEY'S FEES AND COSTS AND PETITIONER'S REQUEST TO DEFINE SOME ISSUES BEFORE THE HEARING

Date: April 5, 2024
Time: 9:00 a.m.
Dept: 505
Judge: Hon. Maria Evangelista

Petitioner Jay Edward Martin, in pro per, hereby opposes the motion of Respondent Alejandro Menendez for attorney's fees and costs. Also, Petitioner hereby requests that the Court provide Petitioner and Respondent with some instruction about the relevant issues that the Court would like to hear addressed at the hearing of the Motion, since the award of attorney's fees is at the discretion of the Court.

This Opposition is based upon the brief statement included in this Opposition, the complete files and records in this action, the complete files and records of related actions and other information which may be subject to judicial notice, and any documentary and oral evidence as may be presented at the time of the hearing of the Motion.

Exhibit G

Statement of Opposition

Petitioner admits that his stubbornness and anger worsened the events of May 24, 2023. However, Petitioner doesn't agree with that description of the dispute in Respondent's Memorandum of Points and Authority or with the background as described by Respondent. The most neutral statement about the background of the case is a letter written by the San Francisco Board of Appeals after two public hearings (Exhibit A).

Also, Respondent appears to make new allegations in the Memorandum which weren't considered at the Jan. 8, 2023, hearing. Petitioner asks that the hearing on the Motion address any such issues as may affect the Court's decision to award attorney's fees. So that the Court and Petitioner may refer to the hearing itself, Petitioner ordered a reporter's transcript, which Petitioner will share with Respondent's attorney.

Petitioner can only answer the Motion by saying that witnesses, further videos, and documentary evidence will support the case that Petitioner attempted to make. The witness which Petitioner ran out of time to call on Jan. 8, Mauricio Zambrano, would have testified against many of the points made in Respondent's Motion, as can be seen by his declaration in a related case. (Exhibit B.) Petitioner's spouse, who was required to be at work on the day of the hearing, would also have been a supporting witness. She would not have forgotten, as Petitioner did, to mention the fear which led to the petition for civil harassment restraining orders.

Petitioner understands that he and his spouse can no longer obtain civil harassment restraining orders based on Petitioner's case. However, an award of attorney's fee of about $21,000 is a significant cost to them, more than their monthly gross income. (For Respondent it represents less than 5 percent of his business's monthly gross income.) Petitioner asks for a full hearing of any relevant issues.

Request To Define the Issues Before the Hearing

Since the award of attorney's fees is at the discretion of the Court, Petitioner asks the Court to identify some of the issues which the Court will want to have discussed at the hearing of the Motion.

Exhibit G

Petitioner also requests that some basic information be given to both parties. For example, how long will parties have to present? Will parties be able to call witnesses? Will parties be able to show video? Petitioner has requested the video from Respondent's cell phone, which is likely to be clearer than the security camera video previously viewed by the court. (Exhibit C.)

This request is meant to allow both parties to be better prepared when they appear before the Court, leading to a more productive use of the Court's time. This request is not meant to limit what issues the Respondent may raise at the hearing of the Motion. Petitioner will serve a copy of this document on Respondent's attorney and file a proof of service.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: March 21, 2024

Respectfully Submitted,

_____

JAY EDWARD MARTIN

IN PRO PER

EXHIBIT A

June 12, 2023

Mayor London Breed
1 Dr. Carlton B. Goodlett Place, Room 200
San Francisco, CA 94102
MayorLondonBreed@sfgov.org

Supervisor Hillary Ronen
Board of Supervisors, District 9
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102
Hillary.Ronen@sfgov.org

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Patrick O'Riordan, Director
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49 South Van Ness Avenue
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Philip Ginsburg, Director
Recreation and Parks Department
501 Stanyan Street
San Francisco, CA 94117
Phil.Ginsburg@sfgov.org

Andrico Penick, Director
General Services Agency, Real Estate Division
25 Van Ness Avenue, Suite 400
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Andrico.Penick@sfgov.org

Joaquín Torres, Assessor-Recorder
1 Dr. Carlton B. Goodlett Place, Room 190
San Francisco, CA 94102
Joaquin.Torres@sfgov.org

Dear Mayor Breed, Supervisor Ronen, Supervisor Peskin, Director O'Riordan, Director Ginsburg, Director Penick, and Assessor-Recorder Torres:

I write to you today on behalf of the Board of Appeals ("BOA"). On April 26, 2023, at our regularly scheduled meeting, we heard Appeal No. 23-008, an appeal by Friends of the Mission

Greenway of a simple building permit issued to 17th and Peralta LLC for the property located at 957 Treat Avenue in the Mission District. The property, popularly known as "Parcel 36," is an irregularly shaped former railroad right-of-way for which the ownership records are incomplete and include a corporation that dissolved in the 1930s. Parcel 36, a private lot, has been used for parking and loading by adjacent parcel owners.

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unresponsiveness of several City departments regarding this property. Those departments include: the Recreation and Parks Department, which should be involved as a potential steward of Parcel 36, a space that has been used as informal park space by many Mission District residents; the Department of Real Estate, which could potentially exercise eminent domain over or otherwise obtain Parcel 36; and the Assessor-Recorder's Office, which has apparently conducted research on the ownership of Parcel 36 and recently assessed property taxes on the parcel after many years of not doing so. The BOA asks that these departments, in conjunction with Supervisor Ronen and Mayor Breed, work with the stakeholders to resolve this matter.

The BOA wants to see the best possible resolution of this unusual situation with the cooperation and collaboration of our City government. While we do not have the power to do anything beyond what we have already done, we sincerely urge the recipients of this letter to work with the Friends of the Mission Greenway, Monkeybrains, and other stakeholders to resolve this matter.

Sincerely,



Alex Lemberg
Commissioner, Board of Appeals
On Behalf of the Board of Appeals

cc:
Friends of the Mission Greenway themissiongreenway@gmail.com
Monkeybrains amen@monkeybrains.net

EXHIBIT B

WV-120 Response to Petition for Workplace Violence Restraining Orders

Clerk stamps date here when form is filed.

FILED
Superior Court of California
County of San Francisco
JUL 31 2023
CLERK OF THE COURT
BY: Deputy Clerk

Use this form to respond to the *Petition* (form WV-100)

- Read *How Can I Respond to a Petition for Workplace Violence Restraining Orders?* (form WV-120-INFO) to protect your rights.
- Fill out this form and take it to the court clerk.
- Have someone age 18 or older—**not you**—serve the petitioner or the petitioner's lawyer by mail with a copy of this form and any attached pages. *(Use form WV-250,* Proof of Service of Response by Mail.*)*

Fill in court name and street address:

Superior Court of California, County of
San Francisco
Civic Center Court House

Fill in case number:

Case Number:
CCH-23-585730

(1) Petitioner (Employer)
Name: ANOTHER CORPORATE ISP, dba Monkey Brains

(2) Employee Seeking Protection
Full Name: Rudy Ruckar

(3) Respondent (Person From Whom Protection Is Sought)
a. Your Name: Mauricio Zambrano
Your Lawyer *(if you have one for this case)*
Name: _____ State Bar No.: _____
Firm Name: _____

b. Your Address *(You may give a mailing address if you want to keep your street address private; skip this if you have a lawyer.)*
Address: 2784 22nd St. c/o JAY MARTIN
City: SF State: CA Zip: 94110
Telephone: _____ Fax: _____
Email Address: _____

The court will consider your response at the hearing. Write your hearing date, time, and place from form WV-109, item (4) here:

Hearing Date → Date: 08-03-23 Time: 9:00 am
Dept.: 505 Room: 505

If you were served with a Temporary Restraining Order, you must obey it until the hearing. At the hearing, the court may make orders against you that last for up to three years.

(4) ☐ Personal Conduct Orders
a. ☐ I agree to the orders requested.
b. ☒ I do not agree to the orders requested. *(Specify why you disagree in item (11) on page 3.)*
c. ☐ I agree to the following orders *(specify below or in item (11) on page 3):*

_____
_____

(5) ☐ Stay-Away Orders
a. ☐ I agree to the orders requested.
b. ☒ I do not agree to the orders requested. *(Specify why you disagree in item (11) on page 3.)*
c. ☐ I agree to the following orders *(specify below or in item (11) on page 3):*

_____
_____

Case Number: CCH-23-585-730

6 ☐ Additional Protected Persons

a. ☐ I agree that the persons listed in item 4 of the Petition may be protected by the order requested.

b. ☒ I do not agree that the persons listed in item 4 of the Petition may be protected by the order requested.

7 Firearms (Guns), Firearm Parts, and Ammunition

If you were served with form WV-110, *Temporary Restraining Order,* you cannot own or possess any firearms (guns), firearm parts, or ammunition. This includes firearm receivers and frames, and any item that may be used as or easily turned into a receiver or frame (see Penal Code section 16531). (See item 8 of form WV-110.) You must sell to or store with a licensed gun dealer, or turn in to a law enforcement agency, any firearms (guns) and firearm parts in your immediate possession or control within 24 hours of being served with form WV-110. You must file a receipt with the court. You may use *Receipt for Firearms and Firearm Parts* (form WV-800) for the receipt.

a. ☒ I do not own or control any firearms (guns), firearm parts, or ammunition.

b. ☐ I ask for an exemption from the firearms prohibition under Code of Civil Procedure section 527.9(f) because carrying a firearm is a condition of my employment, and my employer is unable to reassign me to another position where a firearm is unnecessary. *(Explain):*

☐ *Check here if there is not enough space below for your answer. Put your complete answer on an attached sheet of paper and write "Attachment 7b—Firearms Surrender Exemption" as a title. You may use form MC-025,* Attachment.

c. ☐ I have turned in my firearms (guns) and firearm parts to the police or sold them to or stored them with a licensed gun dealer.
A copy of the receipt ☐ is attached. ☐ has already been filed with the court.

8 ☐ Other Orders

a. ☐ I agree to the orders requested.

b. ☒ I do not agree to the orders requested. *(Specify why you disagree in item 11 on page 3.)*

c. ☐ I agree to the following orders *(specify below or in item 11 on page 3):*

9 ☒ Denial

I did not do anything described in item 8 of form SV-100. *(Skip to 11.)*

Case Number:
CCH-23-585-730

(10) ☐ Justification or Excuse

If I did some or all of the things that the petitioner has accused me of, my actions were justified or excused for the following reasons *(explain)*:

☐ *Check here if there is not enough space below for your answer. Put your complete answer on an attached sheet of paper and write "Attachment 10—Justification or Excuse" as a title. You may use form MC-025,* Attachment.

(11) ☐ Reasons I Do Not Agree to the Orders Requested

Explain your answers to each order requested that you do not agree with.

☒ *Check here if there is not enough space below for your answer. Put your complete answer on an attached sheet of paper and write "Attachment 11—Reasons I Disagree" as a title. You may use form MC-025,* Attachment.

Case Number: CCH-23-585-730

(12) ☒ No Fee for Filing

a. ☒ I ask the court to waive the filing fee because the petitioner claims in form WV-100 item (14) to be entitled to free filing.

b. ☐ I request that I not be required to pay the filing fee because I am eligible for a fee waiver. *(Form FW-001,* Request to Waive Court Fees, *must be filed separately.)*

(13) ☐ Costs

a. ☐ I ask the court to order the petitioner to pay my court costs. The amounts requested are:

Item	Amount	Item	Amount
	$		$
	$		$
	$		$

☐ *Check here if there are more items. Put the items and amounts on the attached sheet of paper and write "Attachment 13—Costs" for a title. You may use form MC-025,* Attachment.

b. ☒ I ask the court to deny the request of the person asking for protection that I pay his or her lawyer's fees and costs.

(14) Number of pages attached to this form, if any: 4

Date: _____

_____ • _____

Lawyer's name (if any) *Lawyer's signature*

I declare under penalty of perjury under the laws of the State of California that the information above is true and correct.

Date: JULY 27 / 2023

MAURICIO ZAMBRANO • MZ

Type or print your name *Sign your name*

ATTACHMENT 11 - Reasons I Disagree to the Orders Requested (2 pages)

I, Mauricio Zambrano, am an Agronomist Engineer with 30 years of experience in agroecology and conservation of protected natural areas. I work voluntarily in many community gardens all over San Francisco. These efforts correspond to Resolution 144-17 for the promotion of Urban Agriculture in San Francisco, adopted by the Board of Supervisors in 2017.

Regarding the accusations on page 10 of Rudy Rucker's Declaration: as parcel 36 is not Monkeybrains' property, and their self-proclaimed "loading area" has no approval from any City Department, these accusations are incorrect.

Additionally, the use of security cameras that record sound, pointed at this parcel and used to analyze how often I access this property, is a violation of my privacy and a restriction on my movement. Using security footage to analyze the public's movement is a form of spying, stalking and severe intimidation.

An appeal to Supervisor Ronen was made on my behalf by my friends to drop this case, as I am a recent migrant and I have never even approached anyone associated with Monkeybrains. A Supervisor's Aide wrote them an email on June 22 that they *"have asked Monkey Brains to drop the case against Mauricio. I have not gotten confirmation yet but we will continue to advocate."*

I have never approached anyone related to Monkey Brains, yet I have been approached by owner Alex Menendez, a few months ago in February, when he ordered me to stop gardening on the parcel and then tried to hire me as a Monkeybrains gardener, on the same parcel.

Even after he and Rudy Rucker started pushing for this restraining order, Menendez has approached me several times in public in an aggressive manner:

On Thursday July 27th 2023 he saw me on the street at Treat Ave and loudly greeted me in Spanish in an aggressive and hateful manner, which intimidated me.

On Saturday, July 29th, Alex Menendez again tried to talk to me as I was outside at an eatery on Valencia Street. I felt unsafe and went inside the establishment. He proceeded

to shout through the window, trying to talk to me and refusing to leave until the owner of the eatery demanded him to leave.

On May 24 at sunset, I went to parcel 36 with the purpose of planting a chayote (squash) plant that is part of the edible landscape design. Lara, Elizabeth and Jay were there. A few minutes later, the owner of Monkey Brains, Rudy Rucker appeared, visibly upset, as if in a drunken state, he quickly first approached and tried to hit Lara but she ran away. Elizabeth tried to distract Rudy from hitting Lara by pushing him. More commotion happened and I tried to intervene and keep people safe.

However, for the next few minutes, the harassment by Rudy Rucker and another person close to Monkey Brains continued, dedicated to provoke and offend Jay Martin with insults. Rudy Rucker also threatened to destroy my bike if I didn't remove it out of his sight.
I approached Alex Menendez, the other owner of Monkey Brains, and proposed to get a mediation to reach minimum agreements that would allow gardening work on the parcel without confrontation.

Elizabeth called the police, but Rudy Rucker preferred to leave the scene. The police officers suggested we go to the District Supervisor and to the City-County authorities to process anything related to the legal situation of the parcel.

What happened on May 24th was the culmination of a series of harassment, provocations, and acts of vandalism by the Monkey Brains company, which included destruction of planter beds, plants planted by the gardeners, and harassment towards gardeners and passersby.
I respectfully ask this honorable court to not place a restraining order on me and consider Rudy Rucker the instigator of this unfortunate incident, as well as his friends and associates at Monkey Brains, who should refrain from intimidating me and stop their aggressive behavior.

Sincerely
Mauricio Zambrano

EXHIBIT C

Exhibit G

Re: Jay Edward Martin v. Alejandro Menendez, Case No.: CCH-23-586153

Jay Martin <scenography@hotmail.com>

Wed 3/20/2024 5:36 PM

To:Lisa Pinelli <lisa@landslawgroup.com>

Ms. Pinelli,

We didn't already exchange all photos and videos in each party's possession. Videos from Monkeybrains's security camera were provided in August 2023, but not the photos and videos taken by Alejandro Menendez, Rudy Rucker, and Caleb Dubois with their phones.

Elizabeth Creely and I provided all the photos and videos from our phones. One video from Mr. Menendez's phone was an exhibit (showing Ms. Creely, Lara Hanna, and me talking with him as he stood in his doorway). But Mr. Menendez took other photos and videos that evening, as did Mr. Rucker.

As for Mr. Dubois, he was a Monkeybrains employee, paid by Monkeybrains to be there, on that evening of May 24, 2023. He took photos and videos for Monkeybrains, which belong to Monkeybrains. Since you are an attorney for Monkeybrains, it seems appropriate to request Mr. Dubois's photos and videos from you.

Sincerely,
Jay Martin

From: Lisa Pinelli <lisa@landslawgroup.com>
Sent: Wednesday, March 20, 2024 12:53 PM
To: Jay Martin <scenography@hotmail.com>
Subject: Re: Jay Edward Martin v. Alejandro Menendez, Case No.: CCH-23-586153

Exhibit G

Hi Jay,

I am confused - did we not already exchange all photos and videos in each parties' possession per the Court's instructions on 8/3/23? Further, I am not Caleb's attorney, so you will need to direct any questions regarding videos and photos in his possession to him. In my opinion, the case (Martin v. Menendez) has been adjudicated - it is well beyond the "evidence collecting" stage. But again, I believe we already did a full exchange. So please clarify.

Lisa

On Wed, Mar 20, 2024 at 11:38 AM Jay Martin <scenography@hotmail.com> wrote:

> Ms. Pinelli,
>
> So that I can write an adequate reply to the motion for attorney's fees and costs and so that I can adequately prepare for the hearing, please share with me all the photos and videos taken on Parcel 36 by Alejandro Menendez, Rudy Rucker, and Caleb Dubois on May 24, 2024, between 6 p.m. and 10 p.m., the hours that I was on Parcel 36.
>
> Sincerely,
> Jay Martin
>
> ---
>
> **From:** Lisa Pinelli <lisa@landslawgroup.com>
> **Sent:** Monday, March 11, 2024 10:43 AM
> **To:** Jay Martin <scenography@hotmail.com>
> **Subject:** Re: Jay Edward Martin v. Alejandro Menendez, Case No.: CCH-23-586153
>
> Thank you Jay. Feel free to reach out if/when you want to discuss.

Exhibit G

On Mon, Mar 11, 2024 at 8:12 AM Jay Martin <scenography@hotmail.com> wrote:

> Ms. Pinelli,
>
> Yes, I agree to continue reciprocal service by email. I have received the documents that Dominic Sleszynski emailed on March 6 related to a motion for attorney's fees and costs.
>
> I will say, as a side note, that receiving a heavy document in the mail was more of a jolt than a PDF attachment.
>
> As for discussing settlement, give me until next week to read the petition and try to draft a reply. I'll also try to watch someone else's hearing for attorney's fees, to see what new process I'm facing.
>
> Sincerely,
> Jay Martin

From: Lisa Pinelli <lisa@landslawgroup.com>
Sent: Thursday, March 7, 2024 9:16 AM
To: scenography@hotmail.com <scenography@hotmail.com>
Cc: dominic@landslawgroup.com <dominic@landslawgroup.com>
Subject: Re: Jay Edward Martin v. Alejandro Menendez, Case No.: CCH-23-586153

Good morning Jay,

We will get a hearing date from the court and we will e-mail you the filed copies with the hearing date on it. Please let me know if you continue to accept electronic service of documents or if you would like paper copies of the documents in the mail. If I do not hear from you we will send them in the mail as well.

We are open to discussing settlement of this matter (attorney's fees issue) - would you be willing to pay the amount requested (or

a lesser amount) so there is no more litigation? So you know, Dept. 505 routinely awards prevailing party attorney's fees/costs to litigants - we expect this case to be no different.

Also, FYI, losing on the appellate level (your appeals of the WV restraining orders) will very likely also allow my client to seek recovery of those fees and costs as well. I am not sure what your grounds are for appealing, but I do not see those decisions getting overturned. Therefore, it might be more financially beneficial for you to drop those cases.

Lisa

On Wed, Mar 6, 2024 at 8:28 PM Dominic Sleszynski <dominic@landslawgroup.com> wrote:

> Hello Jay,
>
> Please see the attached copies of:
>
> 1. Notice of Motion and Motion for Order Granting Prevailing Party Attorney's Fees and Costs Pursuant to Cal. Code of Civ. Proc. §527.6(s); Memorandum of Points and Authorities in Support Thereof; Declaration of Lisa A. Pinelli;
> 2. [Proposed] Order Granting Respondent Alejandro Menendez's Motion for Order Granting Prevailing Party Attorney's Fees and Costs; and
> 3. Proof of Service
>
> Thank you,
> **Dominic Sleszynski**
> **Paralegal**
> **Lvovich & Szucsko, P.C.**
> 50 Osgood Place, Suite 500
> San Francisco, CA 94133
> Ph: 415-392-2560 x 129
> www.landslawgroup.com

> Lvovich & Szucsko, P.C. does not accept or consent to the service of process, motions, pleadings, documents, or any other items by electronic format. Correspondence via electronic format does not indicate agreement or consent to acceptance of service in that format.
>
> The preceding e-mail message (including any attachments) contains information that may be confidential, be protected by the attorney-client or other applicable privileges, or constitute non-public information. It is intended to be conveyed only to the designated recipient(s). If you are not an intended recipient of this message, please notify the sender by replying to this message and then delete it from your system. Use, dissemination, distribution, or reproduction of this message by unintended recipients is not authorized and may be unlawful.

--

Lisa A. Pinelli, Esq.
Lvovich & Szucsko, P.C.
50 Osgood Place, Suite 500
San Francisco, CA 94133
Ph: 415-392-2560, ext. 125
Fax: 415-391-4060
www.landslawgroup.com



Lvovich & Szucsko, P.C. does not accept or consent to the service of process, motions, pleadings, documents, or any other items by electronic format. Correspondence via electronic format does not indicate agreement or consent to acceptance of service in that format.

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> notify the sender by replying to this message and then delete it from your system. Use, dissemination, distribution, or reproduction of this message by unintended recipients is not authorized and may be unlawful.

--

Lisa A. Pinelli, Esq.
Lvovich & Szucsko, P.C.
50 Osgood Place, Suite 500
San Francisco, CA 94133
Ph: 415-392-2560, ext. 125
Fax: 415-391-4060
www.landslawgroup.com



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--

Lisa A. Pinelli, Esq.
Lvovich & Szucsko, P.C.
50 Osgood Place, Suite 500

San Francisco, CA 94133
Ph: 415-392-2560, ext. 125
Fax: 415-391-4060
www.landslawgroup.com



Lvovich & Szucsko, P.C. does not accept or consent to the service of process, motions, pleadings, documents, or any other items by electronic format. Correspondence via electronic format does not indicate agreement or consent to acceptance of service in that format.

The preceding e-mail message (including any attachments) contains information that may be confidential, be protected by the attorney-client or other applicable privileges, or constitute non-public information. It is intended to be conveyed only to the designated recipient(s). If you are not an intended recipient of this message, please notify the sender by replying to this message and then delete it from your system. Use, dissemination, distribution, or reproduction of this message by unintended recipients is not authorized and may be unlawful.

Exhibit H

ENDORSED
FILED
San Francisco County Superior Court

APR 05 2024

CLERK OF THE COURT
BY: NEYL WEBB
Deputy Clerk

LVOVICH & SZUCSKO, P.C.
LISA A. PINELLI (SBN 322425)
lisa@landslawgroup.com
50 Osgood Place, Suite 500
San Francisco, CA 94133
Telephone No.: 415-392-2560
Fax No.: 415-391-4060

Attorney for Respondent, Alejandro Menendez

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

JAY EDWARD MARTIN,

Petitioner,

v.

ALEJANDRO MENENDEZ,

Respondent.

Case No.: CCH-23-586153

[PROPOSED] ORDER GRANTING RESPONDENT ALEJANDRO MENENDEZ'S MOTION FOR ORDER GRANTING PREVAILING PARTY ATTORNEY'S FEES AND COSTS

LVOVICH & SZUCSKO, PC
50 OSGOOD PLACE, SUITE 500, SAN FRANCISCO, CA 94133
TEL: 415-392-2560 FAX: 415-391-4060

This matter came before the Court on 4.5.24, at a hearing on Respondent's, ALEJANDRO MENENDEZ ("Respondent"), Motion for Order Granting Prevailing Party Attorney's Fees and Costs (the "Motion"), filed by Respondent as to Petitioner, JAY EDWARD MARTIN ("Petitioner"). The Court, having read the Motion and all supporting documents, as well as Petitioner's Response to the same, and considered the arguments and evidence presented by each party, hereby GRANTS Respondent's Motion for Prevailing Party Attorney's Fees and Costs, finding good cause appearing therefore.

//

//

//

Exhibit H

THE COURT FINDS AS FOLLOWS:

The Court grants Respondent's Motion for Prevailing Party Attorney's Fees and Costs in the total amount of $10,000.00 (_____ in fees and _____ in costs), payable to Lvovich & Szucsko, P.C. forthwith:
50 OSGOOD PLACE SUITE 500
SAN FRANCISCO, CA 94133.

☐ In whole

☒ In monthly installments of 1,500 over a ~~six (6)~~ twelve (12) month period, with the first payment to be made on 6.14.24, and the final payment to be made on 6.14.25.
mailed checks must be postmarked by Duedate.

IT IS SO ORDERED.

Dated: 4.5.24

JUDGE OF THE SUPERIOR COURT

MARIA EVANGELISTA

LVOVICH & SZUCSKO, PC
50 OSGOOD PLACE, SUITE 500, SAN FRANCISCO, CA 94133
TEL: 415-392-2560 FAX: 415-391-4060

City and County of San Francisco

London Breed
Mayor

Board of Appeals

Julie Rosenberg
Executive Director

AFFIDAVIT OF SERVICE

Friends of the Mission Greenway, Appellant(s)
c/o Lara Hanna, Agent for Appellant(s)
2700 22nd Street
San Francisco, CA 94110

I, Alec Longaway, Legal Assistant for the Board of Appeals, hereby certify that on this **15th** day of **August 2023**, I served the attached **Notice of Decision** for **Appeal No. 23-028, Friends of the Mission Greenway vs. Department of Building Inspection, subject property at 931 Treat Avenue,** on the appellant(s) agent via email to: themissiongreenway@gmail.com

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed in San Francisco, California.

August 15, 2023
Date

Alec Longaway

cc: Matthew Greene, Acting Deputy Director Inspection Services
Department of Building Inspection
matthew.greene@sfgov.org

OTHER PARTIES
OR CONCERNED CITIZENS:

17th and Peralta LLC, Permit Holder(s)
c/o Alex Menendez, Agent for Permit Holder(s)
931 Treat Avenue
San Francisco, CA 94110
amen@monkeybrains.net

Exhibit I
BOARD OF APPEALS, CITY & COUNTY OF SAN FRANCISCO

Appeal of
FRIENDS OF THE MISSION GREENWAY,)
Appellant(s))
)
vs.)
)
DEPARTMENT OF BUILDING INSPECTION,)
Respondent

Appeal No. **23-028**

NOTICE OF APPEAL

NOTICE IS HEREBY GIVEN THAT on June 20, 2023, the above named appellant(s) filed an appeal with the Board of Appeals of the City and County of San Francisco from the decision or order of the above named department(s), commission, or officer.

The substance or effect of the decision or order appealed from is the ISSUANCE on June 2, 2023 to 17th and Peralta LLC, of an Alteration Permit (demolish interior non-structural partitions; create new exit passageway and entry hall) at 931 Treat Avenue.

APPLICATION NO. 2023/04/13/5665

FOR HEARING ON August 2, 2023

Address of Appellant(s):	Address of Other Parties:
Friends of the Mission Greenway, Appellant(s) c/o Lara Hanna, Agent for Appellant(s) 2700 22nd Street San Francisco, CA 94110	17th and Peralta LLC, Permit Holder(s) c/o Alex Menendez, Agent for Permit Holder(s) 931 Treat Avenue San Francisco, CA 94110

NOTICE OF DECISION & ORDER

The hearing on the aforementioned matter came before the Board of Appeals of the City & County of San Francisco on August 2, 2023.

PURSUANT TO § 4.106 of the Charter of the City & County of San Francisco and Article 1, §14 of the Business & Tax Regulations Code of the said City & County, and the action above stated, the Board of Appeals hereby **DENIES THE APPEAL AND ORDERS** that the ISSUANCE of the subject permit by the Department of Building Inspection is UPHELD on the basis that it was properly issued.

REVISED PLANS ARE NOT REQUIRED AND THE SUSPENSION OF THE PERMIT SHALL BE LIFTED.

BOARD OF APPEALS
CITY & COUNTY OF SAN FRANCISCO

Rick Swig, President

Last Day to Request Rehearing: August 14, 2023
Rehearing Request: None.
Rehearing: None.
Notice Released: August 15, 2023

Julie Rosenberg, Executive Director

If this decision is subject to review under Code of Civil Procedure § 1094.5, then the time within which judicial review must be sought is governed by California Code of Civil Procedure, §1094.6.

City and County of San Francisco

London Breed
Mayor

Board of Appeals

Julie Rosenberg
Executive Director

AFFIDAVIT OF SERVICE

Friends of the Mission Greenway, Appellant(s)
c/o Lara Hanna, Agent for Appellant(s)
2700 22nd Street
San Francisco, CA 94110

I, Alec Longaway, Legal Assistant for the Board of Appeals, hereby certify that on this **15th** day of **August 2023**, I served the attached **Notice of Decision** for **Appeal No. 23-029, Friends of the Mission Greenway vs. Department of Building Inspection, subject property at 933 Treat Avenue,** on the appellant(s) agent via email to: themissiongreenway@gmail.com

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed in San Francisco, California.

August 15, 2023
Date

Alec Longaway

cc: Matthew Greene, Acting Deputy Director Inspection Services
Department of Building Inspection
matthew.greene@sfgov.org

OTHER PARTIES
OR CONCERNED CITIZENS:

17th and Peralta LLC, Permit Holder(s)
c/o Alex Menendez, Agent for Permit Holder(s)
931 Treat Avenue
San Francisco, CA 94110
amen@monkeybrains.net

Exhibit J
BOARD OF APPEALS, CITY & COUNTY OF SAN FRANCISCO

Appeal of
FRIENDS OF THE MISSION GREENWAY,)
Appellant(s))
)
vs.)
)
DEPARTMENT OF BUILDING INSPECTION,)
Respondent

Appeal No. **23-029**

NOTICE OF APPEAL

NOTICE IS HEREBY GIVEN THAT on June 20, 2023, the above named appellant(s) filed an appeal with the Board of Appeals of the City and County of San Francisco from the decision or order of the above named department(s), commission, or officer.

The substance or effect of the decision or order appealed from is the ISSUANCE on June 2, 2023 to 17th and Peralta LLC, of an Alteration Permit (demolish interior non-structural partitions; remodel two existing restrooms, add two new restrooms, remodel existing kitchenette, create new interior entry hall) at 933 Treat Avenue.

APPLICATION NO. 2023/04/13/5668

FOR HEARING ON August 2, 2023

Address of Appellant(s):	Address of Other Parties:
Friends of the Mission Greenway, Appellant(s) c/o Lara Hanna, Agent for Appellant(s) 2700 22nd Street San Francisco, CA 94110	17th and Peralta LLC, Permit Holder(s) c/o Alex Menendez, Agent for Permit Holder(s) 931 Treat Avenue San Francisco, CA 94110

NOTICE OF DECISION & ORDER

The hearing on the aforementioned matter came before the Board of Appeals of the City & County of San Francisco on August 2, 2023.

PURSUANT TO § 4.106 of the Charter of the City & County of San Francisco and Article 1, §14 of the Business & Tax Regulations Code of the said City & County, and the action above stated, the Board of Appeals hereby **DENIES THE APPEAL AND ORDERS** that the ISSUANCE of the subject permit by the Department of Building Inspection is UPHELD on the basis that it was properly issued.

REVISED PLANS ARE NOT REQUIRED AND THE SUSPENSION OF THE PERMIT SHALL BE LIFTED.

BOARD OF APPEALS
CITY & COUNTY OF SAN FRANCISCO

Rick Swig, President

Last Day to Request Rehearing: August 14, 2023
Rehearing Request: None.
Rehearing: None.
Notice Released: August 15, 2023

Julie Rosenberg, Executive Director

If this decision is subject to review under Code of Civil Procedure § 1094.5, then the time within which judicial review must be sought is governed by California Code of Civil Procedure, §1094.6.

City and County of San Francisco

London Breed
Mayor

Board of Appeals

Julie Rosenberg
Executive Director

AFFIDAVIT OF SERVICE

Jay Martin, Appellant(s)
2784 22nd Street
San Francisco, CA 94110

I, Alec Longaway, Legal Clerk for the Board of Appeals, hereby certify that on this **23rd** day of **January 2024**, I served the attached **Notice of Decision** for **Appeal No. 23-059, Martin vs. Department of Building Inspection, subject property at 957 Treat Avenue,** on the appellant(s) via email to: italicize@gmail.com

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed in San Francisco, California.

January 23, 2024
Date

Alec Longaway

cc: Matthew Greene, Acting Deputy Director Inspection Services
Department of Building Inspection
matthew.greene@sfgov.org

OTHER PARTIES
OR CONCERNED CITIZENS:

17th and Peralta LLC, Permit Holder(s)
c/o Joshua Ridless, Attorney for Permit Holder(s)
Ridless Law Office
500 Washington Street, Suite 700
San Francisco, CA 94111-2939
jr@ridlesslaw.com

Exhibit K
BOARD OF APPEALS, CITY & COUNTY OF SAN FRANCISCO

Appeal of
JAY MARTIN,)
Appellant(s))
)
vs.)
)
DEPARTMENT OF BUILDING INSPECTION,)
PLANNING DEPARTMENT APPROVAL Respondent

Appeal No. **23-059**

NOTICE OF APPEAL

NOTICE IS HEREBY GIVEN THAT on November 20, 2023, the above named appellant(s) filed an appeal with the Board of Appeals of the City and County of San Francisco from the decision or order of the above named department(s), commission, or officer.

The substance or effect of the decision or order appealed from is the ISSUANCE on November 3, 2023 to 17th and Peralta LLC, of an Alteration Permit (chain link material to be replaced for 70' of 75' total length; existing fence is 10' high and has been repeatedly vandalized by trespassers; replace chain link material; this is for 957 Treat Avenue under Block 3639 and Lots 036A, 036B and 036 as recorded by CCSF Assessor's Office on 10/20/2023) at 957 Treat Avenue.

APPLICATION NO. 2023/11/01/9926

FOR HEARING ON January 10, 2024

Address of Appellant(s):	Address of Other Parties:
Jay Martin, Appellant(s) 2784 22nd Street San Francisco, CA 94110	17th and Peralta LLC, Permit Holder(s) c/o Joshua Ridless, Attorney for Permit Holder(s) Ridless Law Office 500 Washington Street, Suite 700 San Francisco, CA 94111-2939

NOTICE OF DECISION & ORDER

The hearing on the aforementioned matter came before the Board of Appeals of the City & County of San Francisco on January 10, 2024.

PURSUANT TO § 4.106 of the Charter of the City & County of San Francisco and Article 1, §14 of the Business & Tax Regulations Code of the said City & County, and the action above stated, the Board of Appeals hereby **DENIES THE APPEAL AND ORDERS** that the ISSUANCE of the subject permit by the Department of Building Inspection is UPHELD on the basis that it was properly issued.

REVISED PLANS ARE NOT REQUIRED AND THE SUSPENSION OF THE PERMIT SHALL BE LIFTED.

BOARD OF APPEALS
CITY & COUNTY OF SAN FRANCISCO

Last Day to Request Rehearing: January 22, 2024
Rehearing Request: None.
Rehearing: None.
Notice Released: January 23, 2024

Jose Lopez
Jose Lopez, President

Julie Rosenberg
Julie Rosenberg, Executive Director

If this decision is subject to review under Code of Civil Procedure § 1094.5, then the time within which judicial review must be sought is governed by California Code of Civil Procedure, §1094.6.

Exhibit L

SUPERIOR COURT OF CALIFORNIA

County Of San Francisco

Department No. 505

Case No.: CCH-23-586153

Jay Edward Martin

Plaintiff

vs.

Alejandro Menendez

Defendant

Request for Civil Harassment Restraining Order

COURT HEARING

Civil Harassment Calendar of Jan-08-2024 Request for Civil Harassment Restraining Order- DENIED, Plaintiff's Request for a Civil Harassment Restraining Order is DENIED as the Court finds that Petitioner has not proven their Prima Facie case by clear and convincing evidence, The Petition is DISMISSED with prejudice; Dept. 505; Judge: Maria Evangelista; Clerk: N. Webb; Bailiff: Deputy Bastain; Proceedings recorded by "For the Record" commencing at 3:42 pm and concluding at 3:50 pm. (D505)

Dated: January 08, 2024

NEYL WEBB

Deputy Court Clerk, Department 505

SUPERIOR COURT OF CALIFORNIA EUREKA COUNTY OF SAN FRANCISCO

Exhibit M

SUPERIOR COURT OF CALIFORNIA

County Of San Francisco

Department No. 505

Case No.: CCH-23-586173

Jay Edward Martin

Plaintiff

vs.

Caleb Dubois

Defendant

Request for Civil Harassment Restraining Order

COURT HEARING

Civil Harassment Calendar of Jan-08-2024 Request for Civil Harassment Restraining Order- DENIED, Plaintiff's Request for a Civil Harassment Restraining Order is DENIED as the Court finds that Petitioner has not proven their Prima Facie case by clear and convincing evidence, The Petition is DISMISSED with prejudice; Dept. 505; Judge: Maria Evangelista; Clerk: N. Webb; Bailiff: Deputy Bastain; Proceedings recorded by "For the Record" commencing at 3:42 pm and concluding at 3:50 pm. (D505)

Dated: January 08, 2024

NEYL WEBB

Deputy Court Clerk, Department 505

SUPERIOR COURT OF CALIFORNIA COUNTY OF SAN FRANCISCO

Court of Appeal, First Appellate District
Charles D. Johnson, Clerk/Executive Officer
Electronically FILED on 9/19/2024 by S. Wheeler, Deputy Clerk

Filed 9/19/24

NOT TO BE PUBLISHED IN OFFICIAL REPORTS

California Rules of Court, rule 8.1115(a), prohibits courts and parties from citing or relying on opinions not certified for publication or ordered published, except as specified by rule 8.1115(b). This opinion has not been certified for publication or ordered published for purposes of rule 8.1115.

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

FIRST APPELLATE DISTRICT

DIVISION TWO

ANOTHER CORPORATE ISP LLC, Plaintiff and Respondent, v. ELIZABETH CREELY et al., Defendants and Appellants.	A169280 (San Francisco County Super. Ct. No. CCH23585730)

MEMORANDUM OPINION[1]

On October 9, 2023, the trial court entered workplace violence protective orders against Jay Edward Martin and Elizabeth Creely under Code of Civil Procedure section 527.8[2] at the request of respondent Another Corporate ISP, LLC, DBA MonkeyBrains (MonkeyBrains), protecting two MonkeyBrains employees, Rudy Rucker and Alejandro Menendez. In relevant part, section 527.8 authorizes the issuance of an injunction at the request of "[a]ny employer, whose employee has suffered unlawful violence or

[1] We resolve this case by memorandum opinion. (Cal. Stds. Jud. Admin., § 8.1.) We do not recite the factual and procedural background because our opinion is unpublished and the parties know, or should know, "the facts of the case and its procedural history." (*People v. Garcia* (2002) 97 Cal.App.4th 847, 851 [unpublished opinion merely reviewing correctness of trial court's decision "does not merit extensive factual or legal statement"].)

[2] All further statutory references are to the Code of Civil Procedure.

a credible threat of violence from any individual, that can reasonably be construed to be carried out or to have been carried out *at the workplace*, . . . on behalf of the employee and, at the discretion of the court, any number of other employees at the workplace . . . ." (§ 527.8, subd. (a), italics added.)

Martin now appeals, raising a single issue.[3] He states, "The case law cited by Monkeybrains, as we read it, doesn't support workplace violence restraining orders in this case. Appellant [asks] this court to review the arguments made to the trial court." As we understand his position, as clarified by his reply brief, section 527.8 does not apply because the violence, threats and harassment that Marin, Creely and others directed at MonkeyBrains' employees were carried out by them on a vacant parcel *abutting* MonkeyBrains' property (i.e., a warehouse) and not within the actual perimeter of MonkeyBrains' property lines.

We reject this argument, for several reasons.

First, Martin has not persuaded us of any error. We presume that the trial court's ruling is correct, and it is an appellant's burden to persuade us both of an error and that the appellant was prejudiced as a result. (See *Grappo v. McMills* (2017) 11 Cal.App.5th 996, 1006 [calling such framework "[t]he most fundamental principle of appellate review"].) To do this, " 'an appellant must supply the reviewing court with some cogent argument supported by legal analysis and citation to the record.' " (*United Grand Corp. v. Malibu Hillbillies, LLC* (2019) 36 Cal.App.5th 142, 146 (*United Grand*

---

[3] Although Martin's appellate briefing refers to "appellants," neither the record nor the register of actions indicates that Creely filed a notice of appeal from the restraining order entered against her. Accordingly, we lack jurisdiction to review that restraining order. Our review is limited to the restraining order entered against Martin.

Corp.) "Mere suggestions of error without supporting argument or authority other than general abstract principles do not properly present grounds for appellate review." (*Department of Alcoholic Beverage Control v. Alcoholic Beverage Control Appeals Bd.* (2002) 100 Cal.App.4th 1066, 1078.) When an appellant fails to "convince us, by developing his arguments, stating the law, and calling out relevant portions of the record, that the trial court committed reversible error," we may reject the appellant's argument on its face as insufficient to demonstrate error. (See *Bishop v. The Bishop's School* (2022) 86 Cal.App.5th 893, 910.)

Here, Martin has not affirmatively shown any error. He has not summarized all the relevant evidence. He has also failed to demonstrate that section 527.8 does *not* apply to conduct occurring in the immediate vicinity of an employer's property, such as on an adjacent lot. More specifically, he has not discussed or examined the relevant statutory language, much less explained why the statutory term "workplace" (§ 527.8, subd. (a)) must be interpreted narrowly, as defined by reference to actual legal property lines. Nor has he cited any legal authority supporting his position that trial courts lack the power to issue workplace restraining orders based on threats or violence occurring immediately *next to* an employer's property.

Moreover, there is authority indicating section 527.8 is not so limited. *North Coast Village Condominium Association v. Phillips* (2023) 94 Cal.App.5th 866 held that harassing conduct does not need to take place within the actual physical boundaries of an employer's property to justify the issuance of a workplace violence restraining order. The court stated that drawing a line between whether offending conduct is literally carried out *on* an employer's property or merely in close proximity to it "represent[s] a distinction without a difference, given the statute's overall purpose of

allowing employers a means to protect their employees from harm." (*Id.* at pp. 889-890; see also *id.* at p. 889 [Legislature intended § 527.8 to apply to "violence or threats of violence occurring in *or near the physical workplace*"], italics added; *id.* at p. 888 ["while the conduct need not have occurred at the actual workplace, it must at least have occurred on the way to or from the workplace or during work hours"].) Martin's attempt to distinguish this authority is difficult to follow and unpersuasive.

Second, in addition to failing to persuade us of the law, Martin also is wrong on the facts. His implicit factual premise is that no MonkeyBrains employee was affected by the conduct while he or she was within the four corners of MonkeyBrains' property lines, but that assumption is not supported by the record. Although the parties cite no evidence that Martin or his friends ever physically trespassed onto MonkeyBrains' property, their conduct took place just a few feet away and was *directed at* people who were working on that property. For example, Menendez described being harassed while he was physically *inside* MonkeyBrains' warehouse and being physically trapped there by defendants until his boss arrived.[4]

---

[4] He testified: "And then . . . I opened the—our rear loading dock doors to see what was going on and that's when I saw Jay Martin there, and he was upset [about] . . . our project that we had in progress. He was starting to yell a little. And then while we were there chatting, other people began to show up, mainly Lara Hanna and Elizabeth Creely and eventually, Mauricio Zambrano. We proceeded to attempt to talk. I stayed inside our warehouse at the loading doors, and *they were flanking the loading doors, not really allowing me to leave via that direction.* And the conversation, it just didn't go anywhere. There were a couple moments where I thought we were kind of, but then very quickly, there would be other things said, like Lara Hanna called me the mafia and was taking pictures and filming me even though I told them not to, *and I felt kind of imprisoned at that point.* [¶] And then eventually, I saw them begin to bring tools—I guess some of them brought tools, and they started disassembling the wood form in front of me. And I

Menendez's boss, Rudy Rucker, testified that when he arrived he saw four people on the vacant parcel destroying a planter box he'd built. The people pulled out their phones and began filming him. Creely then physically attacked him, first shoving him and knocking a bag of chips out of his hand and then, after he pushed her phone away from his face, punching him. He testified that Martin shouted at him, "you fucking deserved it," and he feared for his safety from all four of them. Creely was yelling at him and threatening to "f" him up and had to be restrained from physically attacking him again. Rucker testified that during this encounter Martin threatened to bring kerosene and "burn it all down"—conduct that, if carried out, the trial court could reasonably infer could have jeopardized the MonkeyBrains' building and the safety of everyone inside. Martin's incomplete discussion of the evidence minimizes the significance of these threats, and the overall circumstances of the violence that occurred.

Third, Martin has not demonstrated that the claimed error was prejudicial. On the contrary, he implicitly conceded below that a civil harassment restraining order would have been appropriate under section 527.6 based on the circumstances, and indeed, the trial court granted such an order *against* Rucker in favor of *Creely*.[5] Thus, even if Martin had

---

just . . . watched them doing it, at which point, after the conversation and seeing their actions, . . . I didn't think I would be very effective stopping them at that point. So I closed the loading doors, and then I texted Rudy and let him know that there were people destroying stuff in the back and that—you know, I was alone and I didn't see any potential of resolving anything at that time." (Italics added.) Menendez felt "threatened," "cornered" and "helpless."

[5] Specifically, he argued that neither MonkeyBrains nor its employees would be harmed by rejecting MonkeyBrains' request for an injunction under section 527.8, because "some of the petitioner's claims and evidence could

demonstrated error in the issuance of a workplace violence injunction rather than a civil harassment injunction, the error appears to be completely harmless. Martin has not demonstrated that, but for the trial court's error, it is probable he would have achieved a more favorable outcome.

Finally, we do not consider the new arguments Martin makes for the first time in his reply brief—that the court erred in curtailing his cross-examination of witnesses or otherwise violated his due process rights. (See *United Grand Corp. v. Malibu Hillbillies, supra,* 36 Cal.App.5th at pp. 157-158.) " 'Fairness militates against allowing an appellant to raise an issue for the first time in a reply brief because consideration of the issue deprives the respondent of the opportunity to counter the appellant by raising opposing arguments about the new issue.' " (*Id.* at p. 158.) For a similar reason, we also do not consider Martin's new argument, made for the first time at oral argument, that there is insufficient evidence of harassment to justify an injunction. (See *People v. Carrasco* (2014) 59 Cal.4th 924, 990 [" 'Obvious reasons of fairness militate against consideration of an issue raised initially' at oral argument"].)

DISPOSITION

The restraining order is affirmed. Respondent shall recover its costs.

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quickly return to court in requests for civil harassment restraining orders," and asked the court to "encourage" MonkeyBrains to file a request for civil harassment restraining orders which he called "a more appropriate remedy."

STEWART, P.J.

We concur.

MILLER, J.

DESAUTELS, J.

Another Corporate ISP LLC v. Creely (A169280)

Exhibit O

FILED
Superior Court of California
County of San Francisco
DEC 12 2023
CLERK OF THE COURT
BY: Damon Carter Deputy Clerk

SUPERIOR COURT OF CALIFO
COUNTY OF SAN FRANCISCO
400 MCALLISTER STREET, SAN FRANCISCO, CA 94102-4514

AP

ANOTHER CORPORATE ISO, LLC

PLAINTIFF(S)

VS.

AP

LARA HANNA et al

DEFENDANT(S)

Small Claims Division

Case Number: **CSM-23-867455**

JUDGMENT

This cause came ~~on~~ regularly for proceeding on 12.12.23 in Department 506 before the Honorable Pratt Ly, Commissioner/Judge Pro Tem

☒ ~~Defendant shall pay Plaintiff:~~ Defendants Martin and Creeby shall jointly & severally pay Plaintiff

in the amount of:

$ 620.00 PRINCIPAL $ 0 INTEREST $ 150.00 COSTS

Terms/other orders Please see attached Statement of Decision.

☐ Plaintiff shall pay defendant(s)

in the amount of:

$ PRINCIPAL $ INTEREST $ COSTS

Terms/other orders

Enforcement of the judgment is automatically postponed for 30 days.

☐ Plaintiff testified that defendant is not in the military service of the United States as defined in Section 101 of the Soldiers' and Sailors' Relief Act of 1940, and not entitled to the benefits of th Act.

☐ This judgment results from a motor vehicle accident on a California highway and was caused by the judgment debtor's operation of a motor vehicle. If the judgment is not paid, you may apply to have the judgment debtor's driver's license suspended.

☐ Payments are to be made at the rate of $ per month, beginning on (date): and on the day of each month thereafter until paid in full. If any payment is missed, the entire balance becomes due immediately.

DEC 12 2023

Submitted on:

Rendered on: 12.12.23

COMMISSIONER/JUDGE PRO TEM OF THE SUPERIOR CO

Exhibit O

SHORT TITLE:	CASE NUMBER:
ANOTHER CORPORATE ISO, LLC VS. LARA HANNA ET AL.	CSM-23-867455

ATTACHMENT *(Number)*: 1

(This Attachment may be used with any Judicial Council form.)

Present at the Dec. 12, 2023 hearing is Plaintiff ANOTHER CORPORATE ISP, LLC via Rudy Rucke ("ACI"), Defendant Jay Martin ("Martin") in his individual capacity and as representative for his spouse Defendant Elizabeth Creely ("Creely"). ACI dismissed without prejudice non-appearing Defendant Lara Hanna and amened its complaint to only seek $620 worth of property damage from Martin and Creely. Martin and Creely had no objection to ACI's dismissal or amendment.

About May 2023, ACI hired laborers to construct concrete forms for planters ("planters") on land of unknown ownership. None of the parties had any legal ownership of the land, however all parties agree that (1) ACI's planters were exclusively owned by ACI and (2) ACI never gave permission to Martin, Creely or Hanna to alter or exercise any control over the planters.

On May 24, 2023 video and photograph stills of same, show Martin, Creely and Hanna at ACI's planters. It also showed Martin actively altering the planters by stomping on the wooden liners. Martin also testified he also unscrewed the wooden boards and may have lost some of the screws. Creely was also present and acted as "look out" in support of the unauthorized dismantling of the planters. The subsequent physical altercations are not at issue in this claim and therefore are excluded.

ACI paid $620 to repair the damage caused on May 24, 2023. The labor cost was $500 and the materials was $120.

Martin and Creely assert that the planters were not on ACI's property. This is correct but neither Martin nor Creely could establish that they possessed land ownership to argue a right to damage the planters. Martin then shared that he has a ownership claim to the property since he paid property taxes on the land. This alone is insufficient to establish land ownership, and especially when the property taxes was paid around October 2023 well after the May 24, 2023 incident date.

Martin and Creely then argued that the planters were unpermitted and therefore illegal. However this is unrelated to the issue of property damage to ACI's planters. Even if the planters were unpermitted and illegal, this is properly addressed through the city's Department of Building Inspection not by Martin's and Creely's individual behaviors.

Martin and Creely dispute ACI's $620 repair damages. Martin said it was too much and had no other cost estimate or witness testimony about an alternative damage amount.

Therefore it is ORDERED:

Defendants Martin and Creely jointly and severally shall pay Plainitff ACI (1) $620 principal, (2) $0 interst and (3) $150 costs.

(If the item that this Attachment concerns is made under penalty of perjury, all statements in this Attachment are made under penalty of perjury.)

Exhibit P

JAY EDWARD MARTIN
2784 22nd Street
San Francisco CA 94110
415-830-0246

FILED
San Francisco County Superior Court
MAR 26 2024
CLERK OF THE COURT
BY: _____ Deputy Clerk

JAY EDWARD MARTIN, IN PRO PER

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO

ANOTHER CORPORATE ISP, LLC,

Plaintiff,

vs.

LANA HANNA, ET AL.,

Defendants

Case No.: CSM-23-867455

~~[PROPOSED]~~ ORDER REGARDING A STATEMENT OF DECISION ABOUT UNCLEAN HANDS AND SUBPOENAS DUCES TECUM

Hearing Date: February 21, 2024
Hearing Time: 10:20 a.m.
Dept.: 624
Judge: Hon. Sharon M. Reardon

Request Date: March 4, 2024, Post Judgment

Defendant Jay Edward Martin, in pro per, asked the Court to honor his request, made orally at the hearing on Feb. 21, 2024, for a statement of decision about how the doctrine of unclean hands applied to this case, *Another Corporate ISP, LLC vs. Lara Hanna, et al.*

Good cause appearing, IT IS HEREBY ORDERED:

☒ The Court GRANTS the request for a statement of decision about unclean hands in this case.

☐ The Court DENIES the request. No statement of decision is required in a small claims appeal.

☐ _____

Further, Defendant asked the Court to review Plaintiff's subpoenas duces tecum, which were issued after the small claims hearing and before the appeal hearing, pointing out that two businesses were subpoenaed for records without serving the required notice to the consumer.

Good cause appearing, IT IS HEREBY ORDERED:

☐ The Court FINDS that the subpoenas duces tecum for consumer information were improper.

☐ The Court MAKES NO FINDING about the subpoenas duces tecum in this case.

☒ The Court did not review or consider any subpoenaed information from Meta or Block.

Dated: 3-26-2024

Sharon Reardon

SHARON REARDON
JUDGE OF THE SUPERIOR COURT

Exhibit P

MC-025

SHORT TITLE:	CASE NUMBER:
ANOTHER CORPORATE ISO, LLC VS. LARA HANNA ET AL	CSM-23-867455

ATTACHMENT *(Number):* 1

(This Attachment may be used with any Judicial Council form.)

A small claims appeal was heard on February 21, 2024. At the hearing Respondents ACI, appeared through Rudy Rucker and Alex Mendoza. Appellant Jay Martin, appeared on behalf of himself and Elizabeth Creely. A statement of decision regarding unclean hands and subpoenas issued by ACI is requested by Appellant, Jay Martin. There is no requirement of a statement of decision in a small claims appeal, however, the Court will provide a statement.

The issue before this Court is damage to the planters owned by ACI. The evidence showed on May 24, 2023, Martin and Creely, engaged in conduct that damaged the planters. At the time of the incident neither ACI nor Martin and Creely owned the land where the planters were located.

The unclean hands doctrine permits Courts to deny a Plaintiff equitable relief where Plaintiff's conduct, in relation to the claims, would make it unfair to award such relief. Such is not the case here. The claim in this case is damage to ACI's planters and there is no conduct alleged in relation to the damaging of the planters that would make it unfair to award equitable relief.

Martin continues to make arguments about the ownership of the land; whether ACI misrepresented information for a building permit; and whether ACI failed to follow the requirement of "call 811 before you dig." These arguments are unrelated to the property damage to the planters which is the issue before the Court. If Martin and Creely believed the planters were unpermitted or illegal they could have addressed this through the City's Department of Building Inspection and not by damaging ACI's property. Even if the planters were unpermitted and illegal it does not give an individual the right to destroy property of another that is not on their land. Therefore, unclean hands does not apply to the claim at issue in this case.

Further, the Court granted Martin's motion to withhold subpoenaed material. Martin alleged that notice was not provided to the consumer. The Court did not review or consider any subpoenaed information from Meta or Block in this case.

Judgement is Affirmed.
It is ordered that Martin and Creely jointly and severally shall pay ACI $620 for repairs to the damaged planters and $150 in costs for a total of $770.

(If the item that this Attachment concerns is made under penalty of perjury, all statements in this Attachment are made under penalty of perjury.)

Exhibit Q


CLARO
CENTER FOR LATINO ADVOCACY
RESOURCES & ORGANIZING
THIRD THURSDAYS ON TREAT
PAST PROGRAM IMPACT
February - September 2026
4,000+
Community attendees
30+
Artistic acts featured.
120+
No-fee vendor opportunities
85%+
Vendors and performers who are people of color
COMMUNITY CONNECTION
Third Thursdays on Treat brings neighbors of all generations together through free cultural gatherings in the Mission District. Local artists, small businesses, and nonprofit organizations create opportunities to celebrate neighborhood culture, connect with resources, and build relationships. These connections provide a foundation for CLARO's community-led cleaning and stewardship.
Community Connections & Neighborhood Stewardship
BUILDING ON THIS EXPERIENCE
Third Thursday on Treat builds community relationships throught events over the year, celebrating local culture and creating cleaner, more welcoming shared spaces in the Mission District.

Exhibit Q

CULTURAL PARTNERSHIPS





Pachanga | September 17, 2026 | Third Thursdays on Treat

In partnership with Calle 24 Latino Cultural District, CLARO brought together cultural bearers, local artists, vendors, and community organizations for a free celebration on Treat Avenue. Music, dance, and shared cultural traditions created opportunities for neighbors of all generations to gather and connect.

Exhibit Q

COMMUNITY PARTICIPATION



Local Vendors & Neighborhood Connection

A free neighborhood market brings local makers, small businesses, and residents together on Treat Avenue. No-fee vending opportunities support participation in the neighborhood's cultural economy while creating space for neighbors to meet and connect.

OFFICIAL COPY

SAN FRANCISCO
DEPARTMENT OF
BUILDING INSPECTION

FOR DEPARTMENTAL USE ONLY

APPROVED FOR ISSUANCE: OCT 19 1981

Initial Approved

DATE FILED: 9-24-81 BILLING FEE RECEIPT NO: 104474

PERMIT NO: 475919 ISSUED: OCT 22 1981

CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF PUBLIC WORKS

APPLICATION FOR BUILDING PERMIT
ADDITIONS, ALTERATIONS OR REPAIRS

BLDG. FORM 3 (1979)

APPLICATION NO: 8108372

APPLICATION IS HEREBY MADE TO THE DEPARTMENT OF PUBLIC WORKS OF SAN FRANCISCO FOR PERMISSION TO BUILD IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS SUBMITTED HEREWITH AND ACCORDING TO THE DESCRIPTION AND FOR THE PURPOSE HEREINAFTER SET FORTH:

(1) STREET ADDRESS OF JOB: Southern Pacific Right-of-way between Treat Ave near 23rd St. and Harrison & 22nd Sts

(2) ESTIMATED COST: 933 Treat + 5935 OCT 14 1981 SEP 28 1981

DESCRIPTION OF EXISTING BUILDING

(4A) TYPE OF CONSTR 1 hr ☐ N ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐	(5A) NUMBER OF STORIES OF OCCUPANCY	6A NUMBER OF BASEMENTS AND CELLARS	7A PRESENT USE	8A BLDG CODE OCCUP CLASS	9A NO OF DWELLING UNITS

DESCRIPTION OF BUILDING AFTER PROPOSED ALTERATION

(4) TYPE OF CONSTR 1 hr ☐ N ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐		(5) NUMBER OF STORIES OF OCCUPANCY		(6) NUMBER OF BASEMENTS AND CELLARS	(7) PROPOSED USE		(8) BLDG CODE OCCUP CLASS		(9) NO OF DWELLING UNITS
(10A) DOES THIS ALTERATION CREATE ADDITIONAL STORY TO BUILDING?	YES ☐ NO ☐	(10) IF YES, STATE NEW HEIGHT AT CENTER LINE OF FRONT			(11A) DOES THIS ALTERATION CREATE DECK OR HORIZ EXTENSION TO BUILDING?	YES ☐ NO ☐	(11) IF YES, STATE NEW GROUND FLOOR AREA	SQ FT	
(14) WILL SIDEWALK OVER SUB-SIDEWALK SPACE BE REPAIRED OR ALTERED?	YES ☐ NO ☐	(15) WILL BUILDING EXTEND BEYOND PROPERTY LINE?	YES ☐ NO ☐	(16) IS AUTO RUNWAY TO BE CONSTRUCTED OR ALTERED?		YES ☐ NO ☐	(17) WILL STREET SPACE BE USED DURING CONSTRUCTION?		YES ☐ NO ☐
(19) ANY OTHER EXISTING BLDG ON LOT? IF YES, SHOW ON PLOT PLAN!	YES ☐ NO ☐	(20) DOES THIS ALTERATION CONSTITUTE A CHANGE OF OCCUPANCY?	YES ☐ NO ☐	(21) ELECTRICAL WORK TO BE PERFORMED?		YES ☐ NO ☐	(22) PLUMBING WORK TO BE PERFORMED?		YES ☐ NO ☐

(23) GENERAL CONTRACTOR: Anchor Post Products, Inc — ADDRESS: 935 Linden Ave — PHONE: 761-0650 — CALIF LICENSE NO: 24187

(24) ARCHITECT OR ENGINEER DESIGN ☐ CONSTRUCTION ☐: — ADDRESS: — CALIF CERTIFICATE NO:

(25) CONSTRUCTION LENDER ENTER NAME AND BRANCH DESIGNATION IF ANY IF THERE IS NO KNOWN CONSTRUCTION LENDER, ENTER "UNKNOWN": — ADDRESS:

(26) OWNER — LESSEE (CROSS OUT ONE): Southern Pacific Transportation Co — ADDRESS: 1700 West St Oakland, CA 94607 — PHONE (FOR CONTACT BY BUREAU): 891-7454 Stan Johnson

(27) WRITE IN DESCRIPTION OF ALL WORK TO BE PERFORMED UNDER THIS APPLICATION. REFERENCE TO PLANS IS NOT SUFFICIENT

INSTALL 143' OF 10' HIGH CHAIN LINK FENCE, ONE 16½' WIDE DOUBLE SWING GATE, ONE 22' WIDE DOUBLE SWING GATE AND ONE 40' WIDE DOUBLE SWING GATE.

SPECIFICATIONS

1. FABRIC — 2" MESH 9 GA. 10' WIDE
2. TOP RAIL — 1⅝" O.D. GALV. STEEL
3. TENSION WIRE — 7 GA. COIL SPRING
4. LINE POST — 2⅜" O.D. GALV. STEEL
5. END POST — 3" O.D. " "
6. GATE POST — 4" O.D. & 6⅝" O.D. " "
7. GATE FRAMES — 1⅝" O.D. " "

IMPORTANT NOTICES

No change shall be made in the character of the occupancy or use without first obtaining a Building Permit authorizing such change. See Sec. 103, 104.B, 104 B.1, 104.C, 502, 502.1, San Francisco Building Code and Sec. 104, San Francisco Housing Code.

No portion of building or structure or scaffolding used during construction, to be closer than 6'0" to any wire containing more than 750 volts. See Sec. 385, California Penal Code.

Pursuant to Sec. 302 A.8, San Francisco Building Code, the building permit shall be posted on the job. The owner is responsible for approved plans and application being kept at building site.

Grade lines as shown on drawings accompanying this application are assumed to be correct. If actual grade lines are not the same as shown revised drawings showing correct grade lines, cuts and fills together with complete details of retaining walls and wall footings required must be submitted to this bureau for approval.

ANY STIPULATION REQUIRED HEREIN OR BY CODE MAY BE APPEALED

BUILDING NOT TO BE OCCUPIED UNTIL CERTIFICATE OF FINAL COMPLETION IS POSTED ON THE BUILDING OR PERMIT OF OCCUPANCY GRANTED, WHEN REQUIRED. APPROVAL OF THIS APPLICATION DOES NOT CONSTITUTE AN APPROVAL FOR THE ELECTRICAL WIRING OR PLUMBING INSTALLATIONS. A SEPARATE PERMIT FOR THE WIRING AND PLUMBING MUST BE OBTAINED. SEPARATE PERMITS ARE REQUIRED IF ANSWER IS "YES" TO ANY OF ABOVE QUESTIONS 15, 16, 17, 20, 21, or 22. THIS IS NOT A BUILDING PERMIT. NO WORK SHALL BE STARTED UNTIL A BUILDING PERMIT IS ISSUED.

In dwellings all insulating materials must have a clearance of not less than two inches from all electrical wires or equipment.

CHECK APPROPRIATE BOX

☒ OWNER ☐ ARCHITECT ☐ ENGINEER

~~LESSEE~~ ~~LESSEE'S ARCHITECT OR AGENT~~

☐ CONTRACTOR ☐ ATTORNEY IN FACT

~~Lessee's Easement Rights~~ Owner's Agent

APPLICANT'S CERTIFICATION

I HEREBY CERTIFY AND AGREE THAT IF A PERMIT IS ISSUED FOR THE CONSTRUCTION DESCRIBED IN THIS APPLICATION, ALL THE PROVISIONS OF THE PERMIT AND ALL LAWS AND ORDINANCES THERETO WILL BE COMPLIED WITH.

NOTICE TO APPLICANT

HOLD HARMLESS CLAUSE. The Permittee(s) by acceptance of this permit, agree(s) to indemnify and hold harmless the City and County of San Francisco from and against any and all claims, demands and actions for damages resulting from operations under this permit, regardless of negligence of the City and County of San Francisco, and to assume the defense of the City and County of San Francisco against all such claims, demands and actions.

In conformity with the provisions of Section 3800 of the Labor Code of the State of California, the applicant shall have on file, or file with the Central Permit Bureau, either Certificate (I) or (II) or (III) designated below or shall indicate item (IV) or (V) or (VI) below, whichever is applicable. If however item (VI) is checked then item (V) must be checked as well. Mark the appropriate method of compliance below:

- I — Certificate of Consent to Self-Insure issued by the Director of Industrial Relations
- X II — Certificate of Workman's Compensation Insurance issued by an admitted insurer
- III — An exact copy or duplicate of (I) certified by the Director or (II) certified by the insurer
- IV — The cost of the work to be performed is $100 or less
- V — I certify that in the performance of the work for which this Permit is issued, I shall not employ any person in any manner so as to become subject to the workman's compensation laws of California. I further acknowledge that I understand, in the event that I should become subject to the workman's compensation provisions of the Labor Code of California and fail to comply forthwith with the provisions of Section 3800 of the Labor Code, that the Permit herein applied for shall be deemed revoked.
- VI — I certify as the owner (or the agent of the owner) that in the performance of the work for which this Permit is issued, I will employ a contractor who complies with the workman's compensation laws of California and who has on file, or prior to the commencement of any work will file with the Central Permit Bureau, evidence that workman's compensation insurance is carried.

Applicant's Signature: James W. Heinzer — Date: 9/24/81

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SAN FRANCISCO
DEPARTMENT OF
BUILDING INSPECTION

CONDITIONS AND STIPULATIONS

REFER TO

APPROVED: 10-6-81

Exterior fence work only The approval of this application pursuant to Sections [illegible] of the Building Code and does not constitute an approval of the building.

[signature] IVAN

BUILDING INSPECTOR, BUR. OF BLDG. INSP.

DATE:

REASON:

NOTIFIED MR.

APPROVED:

☐

Not reviewed by the Department or City [illegible] of the requested permit [illegible] of this [illegible] does not conform to the City Planning Code.

NJ

LS

DEPARTMENT OF CITY PLANNING

DATE:

REASON:

NOTIFIED MR.

APPROVED:

☐

BUREAU OF FIRE PREVENTION & PUBLIC SAFETY

DATE:

REASON:

NOTIFIED MR.

APPROVED:

☐

CIVIL ENGINEER, BUR. OF BLDG. INSPECTION

DATE:

REASON:

NOTIFIED MR.

APPROVED:

☐

BUREAU OF ENGINEERING

DATE:

REASON:

NOTIFIED MR.

APPROVED:

☐

DEPARTMENT OF PUBLIC HEALTH

DATE:

REASON:

NOTIFIED MR.

APPROVED:

☐

REDEVELOPMENT AGENCY

DATE:

REASON:

NOTIFIED MR.

APPROVED:

☐

RESIDENTIAL ENG. INSPECTOR, DIV. OF APT. & HOTEL INSP. BBI

DATE

REASON:

NOTIFIED MR.

APPROVED:

☐

DATE:

REASON:

NOTIFIED MR.

I AGREE TO COMPLY WITH ALL CONDITIONS OR STIPULATIONS OF THE VARIOUS BUREAUS OR DEPARTMENTS NOTED ON THIS APPLICATION, AND ATTACHED STATEMENTS OF CONDITIONS OR STIPULATIONS WHICH ARE HEREBY MADE A PART OF THIS APPLICATION.

NUMBER OF ATTACHMENTS ☐

James W. Denzer

SIGNATURE OF OWNER, LESSEE OR AUTHORIZED AGENT FOR OWNER OR LESSEE

HOLD SECTION — NOTE DATES AND NAMES OF ALL PERSONS NOTIFIED DURING PROCESSING

This Document is available for viewing and printing only.

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SAN FRANCISCO
DEPARTMENT OF BUILDING INSPECTION

CITY & COUNTY OF SAN FRANCISCO

APPLICATION FILING FEE — PLAN CHECKING RECEIPT

104474
BUILDING APPLICATION NUMBERS

RECEIVED OF J. W. Heizer

F108372

FEE FOR APPLICATION FILING AND CHECKING PLANS, PRESCRIBED BY SAN FRANCISCO BUILDING CODE

	DATE	ESTIMATED COST	FEE	REVENUE NO.
APPLICATION FILING	6-24-81	X	10.00	7223
PLAN CHECKING		5,935	85.50	7226

FINAL PLAN CHECKING	FINAL COST	FEE	RECEIVED

DEPARTMENT OF PUBLIC WORKS
CENTRAL PERMIT BUREAU

BY [signature]

3. BUREAU APPL

OFFICIAL COPY
SAN FRANCISCO
DEPARTMENT OF
BUILDING INSPECTION

CERTIFICATION OF AUTHORIZED AGENT

I hereby certify that for the purpose of filing an application for a building or other permit with the Central Permit Bureau, or completion of any form related to the S.F. Building Code, or to City and County ordinances and regulations, or to State laws and codes, I am the agent of the owner and am authorized to sign all documents connected with this application or permit.

I declare under penalty of perjury that the foregoing is true and correct.

James W. Heinzer
Applicant's Signature

JAMES W. HEINZER
Type or Print Name

K0197811 Cal Dr Lic
Identification (Drivers Lic. No., etc.)

Southern Pacific
Owner/Lessee ~~/Contractor Name~~

9/24/81
Date

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SAN FRANCISCO®
DEPARTMENT OF
BUILDING INSPECTION

WAIVER OF TIME RESTRICTION ON REQUESTS
FOR ADDITIONAL INFORMATION

I hereby waive all time restrictions relative to submission of additional information. This waiver applies to those provisions of law which limit the City and County of San Francisco's ability to require further information for this project application. These provisions of law include Sections 65943 and 65944 of Chapter 4.5 of Division 1 of Title 7 of the Government Code (Review and Approval of Development Projects).

James W. Heinzer
Applicant's/Owner's Signature

JAMES W. HEINZER
Type or Print Name

9/24/81
Date

Application No.

933 TREAT AVE
Address

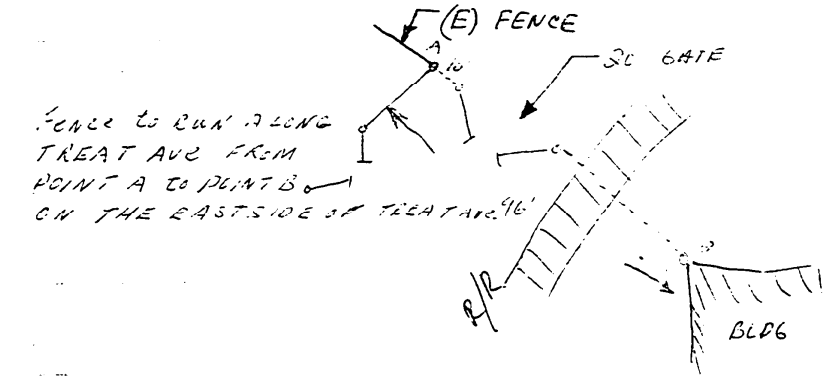
SAN FRANCISCO, CA 94110

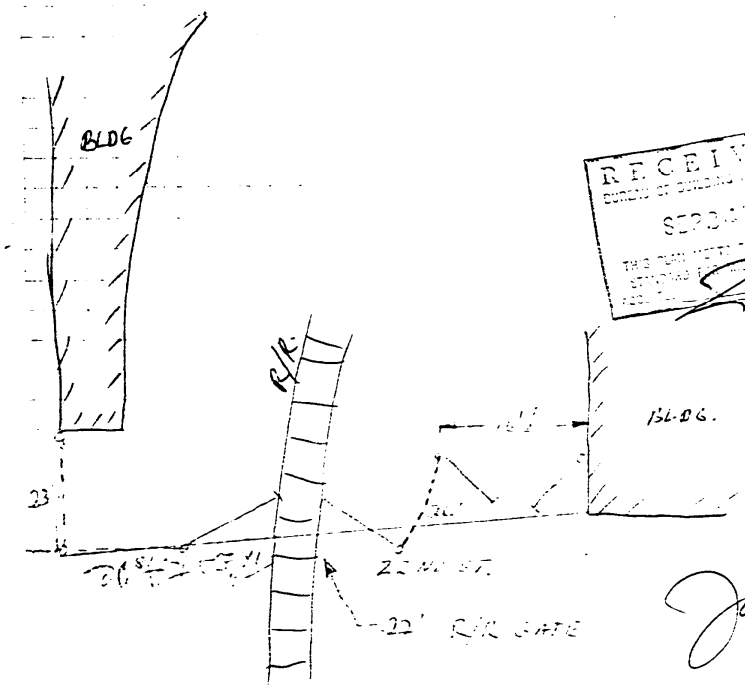
824-1237

CPB 46

OFFICIAL COPY
SAN FRANCISCO
DEPARTMENT OF
BUILDING INSPECTION

stinctive, attractive, protective ANCHOR FENCE
the original
chain link fence manufacturer





RECEIVED
BUREAU OF BUILDING INSPECTION
SEP 24 1991

APPROVED
Dept. Public Works
OCT 2 1991
Robert G. Levy
SUPERINTENDENT
BUREAU BUILDING INSPECTION

James W. Heinzer

ANCHOR POST PRODUCTS, of California
935 LINDEN AVENUE
SOUTH SAN FRANCISCO, CALIFORNIA
OTHER OFFICES AT
SANTA CLARA

OFFICIAL COPY

SAN FRANCISCO
DEPARTMENT OF BUILDING INSPECTION

CENTRAL PERMIT BUREAU
450 McAllister Street
San Francisco, CA 94102

Appl. # 8108372
Address 935 LINDEN AVE
SO. SAN FRANCISCO, CA 94080

NOTICE TO APPLICANTS

Licensed Contractor's Declaration

Pursuant to the Business and Professions Code Sec. 7031.5, I hereby affirm that I am licensed under the provisions of Chapter 9 (commencing with Sec. 7000) of Division 3 of the Business and Professions Code, and that my license is in full force and effect.

License 24187 License Class C-13

Date 9-28-81 Contractor (print) ANCHOR FENCE CO

(signature) [signature]

Owner-Builder Declaration

I hereby affirm that I am exempt from the Contractor's License Law, Business and Professions Code (Sec. 7031.5). (Mark the appropriate box below.)

☐ I, as owner of the property, or my employees with wages as their sole compensation will do the work, and the structure is not intended or offered for sale (Sec. 7044). I further acknowledge that I understand and agree that in the event that any work is commenced contrary to the representations contained herein, that the Permit herein applied for shall be deemed cancelled.

☐ I, as owner/architect am contracting with licensed contractors to construct this project (Sec. 7044). I certify that at the time such contractors are selected I will have them file a copy of this form (Licensed Contractors Declaration) prior to the commencement of any work. I further acknowledge that I understand and agree that, in the event that said contractors fail to file a copy of the Declaration with the Central Permit Bureau, that the Permit herein applied for shall be deemed cancelled.

☐ I am exempt under Business and Professions Code Sec. _____

Reason _____

Date _____ Owner (print) _____

(signature) _____

NOTICE: "Any violation of the Bus. & Prof. Code Sec. 7031.5 by any permit applicant shall be subject to a civil penalty of not more than five hundred dollars ($500)." Bus. & Prof. Code Sec. 7031.5

OFFICIAL COPY

FOR DEPARTMENTAL USE ONLY

APPROVED FOR ISSUANCE: OCT 19 1981

Exhibit R

DISAPPROVED OCT 21 1981

SUPERINTENDENT BUREAU OF BUILDING INSPECTION

DATE FILED 9-24-81

BUILDING FEE RECEIPT NO. 104474

PERMIT NO. 475919

ISSUED OCT 22 1981

CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF PUBLIC WORKS

BLDG. FORM 3 4-39

APPLICATION NO. 8108372

APPLICATION FOR BUILDING PERMIT
ADDITIONS, ALTERATIONS OR REPAIRS

OFFICIAL COPY

APPLICATION IS HEREBY MADE TO THE DEPARTMENT OF PUBLIC WORKS OF SAN FRANCISCO FOR PERMISSION TO BUILD IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS SUBMITTED HEREWITH AND ACCORDING TO THE DESCRIPTION AND FOR THE PURPOSE HEREINAFTER SET FORTH:

(1) STREET ADDRESS OF JOB: Southern Pacific Right-of-way, between Treat Ave near 23rd St. And Harrison & 22nd Sts 933 Treat

(3) ESTIMATED COST $ 5935 OR

OCT 14 1981

SEP 28 1981

DESCRIPTION OF EXISTING BUILDING

(4A) TYPE OF CONSTR. 1-hr ☐ N ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐	(5A) NUMBER OF STORIES OF OCCUPANCY:	(6A) NUMBER OF BASEMENTS AND CELLARS:	(7A) PRESENT USE:	(8A) BLDG. CODE OCCUP. CLASS:	(9A) NO. OF DWELLING UNITS:

DESCRIPTION OF BUILDING AFTER PROPOSED ALTERATION

(4) TYPE OF CONSTR. 1-hr ☐ N ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐	(5) NUMBER OF STORIES OF OCCUPANCY:	(6) NUMBER OF BASEMENTS AND CELLARS:	(7) PROPOSED USE:	(8) BLDG. CODE OCCUP. CLASS:	(9) NO. OF DWELLING UNITS:

(10A) DOES THIS ALTERATION CREATE ADDITIONAL STORY TO BUILDING?	YES ☐ NO ☐	(10) IF YES, STATE NEW HEIGHT AT CENTER LINE OF FRONT:	FT.	(11A) DOES THIS ALTERATION CREATE DECK OR HORIZ. EXTENSION TO BUILDING?	YES ☐ NO ☐	(11) IF YES, STATE NEW GROUND FLOOR AREA:	SQ. FT.
(14) WILL SIDEWALK OVER SUB-SIDEWALK SPACE BE REPAIRED OR ALTERED?	YES ☐ NO ☐	(15) WILL BUILDING EXTEND BEYOND PROPERTY LINE?	YES ☐ NO ☐	(16) IS AUTO RUNWAY TO BE CONSTRUCTED OR ALTERED?	YES ☐ NO ☐	(17) WILL STREET SPACE BE USED DURING CONSTRUCTION?	YES ☐ NO ☐
(19) ANY OTHER EXISTING BLDG. ON LOT? (IF YES, SHOW ON PLOT PLAN)	YES ☐ NO ☐	(20) DOES THIS ALTERATION CONSTITUTE A CHANGE OF OCCUPANCY?	YES ☐ NO ☐	(21) ELECTRICAL WORK TO BE PERFORMED?	YES ☐ NO ☐	(22) PLUMBING WORK TO BE PERFORMED?	YES ☐ NO ☐

(23) GENERAL CONTRACTOR: Anchor Post Products, Inc — ADDRESS: 935 Linden Ave — PHONE: 761-0650 — CALIF. LICENSE NO.: 24187

(24) ARCHITECT OR ENGINEER (DESIGN ☐ CONSTRUCTION ☐) — ADDRESS: — CALIF. CERTIFICATE NO.:

(25) CONSTRUCTION LENDER (ENTER NAME AND BRANCH DESIGNATION IF ANY. IF THERE IS NO KNOWN CONSTRUCTION LENDER, ENTER "UNKNOWN") — ADDRESS:

(26) OWNER — LESSEE (CROSS OUT ONE): Southern Pacific Transportation Co — ADDRESS: 1700 Wood St Oakland, CA 94607 — PHONE (FOR CONTACT BY BUREAU): 891-7454 Stan Johnson

(27) WRITE IN DESCRIPTION OF ALL WORK TO BE PERFORMED UNDER THIS APPLICATION (REFERENCE TO PLANS IS NOT SUFFICIENT):

INSTALL 143' OF 10' HIGH CHAIN LINK FENCE, ONE 16½' WIDE DOUBLE SWING GATE, ONE 22' WIDE DOUBLE SWING GATE AND ONE 40' WIDE DOUBLE SWIN GATE.

SPECIFICATIONS

1. FABRIC — 2" MESH 9 GA. 10' WIDE
2. TOP RAIL — 1⅝" O.D. GALV STEEL
3. TENSION WIRE — 7 GA. COIL SPRING
4. LINE POST — 2⅜" O.D. GALV. STEEL
5. END POST — 3" O.D. " "
6. GATE POST — 4" O.D. ±85⅝" O.D. " "
7. GATE FRAMES — 1⅝" O.D. " "

IMPORTANT NOTICES

No change shall be made in the character of the occupancy or use without first obtaining a Building Permit authorizing such change. See Sec. 103, 104.B, 104.B.1, 104.C, 502, 502.1, San Francisco Building Code and Sec. 104, San Francisco Housing Code.

No portion of building or structure or scaffolding used during construction, to be closer than 6'0" to any wire containing more than 750 volts. See Sec. 385, California Penal Code.

Pursuant to Sec. 302.A.8, San Francisco Building Code, the building permit shall be posted on the job. The owner is responsible for approved plans and application being kept at building site.

Grade lines as shown on drawings accompanying this application are assumed to be correct. If actual grade lines are not the same as shown revised drawings showing correct grade lines, cuts and fills together with complete details of retaining walls and wall footings required must be submitted to this bureau for approval.

ANY STIPULATION REQUIRED HEREIN OR BY CODE MAY BE APPEALED.

BUILDING NOT TO BE OCCUPIED UNTIL CERTIFICATE OF FINAL COMPLETION IS POSTED ON THE BUILDING OR PERMIT OF OCCUPANCY GRANTED, WHEN REQUIRED.

APPROVAL OF THIS APPLICATION DOES NOT CONSTITUTE AN APPROVAL FOR THE ELECTRICAL WIRING OR PLUMBING INSTALLATIONS. A SEPARATE PERMIT FOR THE WIRING AND PLUMBING MUST BE OBTAINED. SEPARATE PERMITS ARE REQUIRED IF ANSWER IS "YES" TO ANY OF ABOVE QUESTIONS (15) (16) (17) (20) (21) or (22). THIS IS NOT A BUILDING PERMIT. NO WORK SHALL BE STARTED UNTIL A BUILDING PERMIT IS ISSUED.

In dwellings all insulating materials must have a clearance of not less than two inches from all electrical wires or equipment.

CHECK APPROPRIATE BOX:

☒ OWNER ☐ ARCHITECT ☐ ENGINEER

☐ LESSEE ☐ AGENT W/A POWER OF ATTORNEY

☐ CONTRACTOR ☐ ATTORNEY IN FACT

~~Owner (with easement rights)~~ Agent

APPLICANT'S CERTIFICATION

I HEREBY CERTIFY AND AGREE THAT IF A PERMIT IS ISSUED FOR THE CONSTRUCTION DESCRIBED IN THIS APPLICATION, ALL THE PROVISIONS OF THE PERMIT AND ALL LAWS AND ORDINANCES THERETO WILL BE COMPLIED WITH.

NOTICE TO APPLICANT

HOLD HARMLESS CLAUSE: The Permittee(s) by acceptance of this permit, agree(s) to indemnify and hold harmless the City and County of San Francisco from and against any and all claims, demands and actions for damages resulting from operations under this permit, regardless of negligence of the City and County of San Francisco, and to assume the defense of the City and County of San Francisco against all such claims, demands and actions.

In conformity with the provisions of Section 3800 of the Labor Code of the State of California, the applicant shall have on file, or file with the Central Permit Bureau, either Certificate (I) or (II) or (III) designated below or shall indicate Item (IV) or (V) or (VI) below, whichever is applicable. If however, item (VI) is checked then item (V) must be checked as well. Mark the appropriate method of compliance below:

( ) I. Certificate of Consent to Self-Insure issued by the Director of Industrial Relations.

(X) II. Certificate of Workman's Compensation Insurance issued by an admitted insurer.

( ) III. An exact copy or duplicate of (I) certified by the Director or (II) certified by the insurer.

( ) IV. The cost of the work to be performed is $100 or less.

( ) V. I certify that in the performance of the work for which this Permit is issued, I shall not employ any person in any manner so as to become subject to the workman's compensation laws of California. I further acknowledge that I understand, in the event that I should become subject to the workman's compensation provisions of the Labor Code of California and fail to comply forthwith with the provisions of Section 3800 of the Labor Code, that the Permit herein applied for shall be deemed revoked.

( ) VI. I certify as the owner (or the agent of the owner) that in the performance of the work for which this Permit is issued, I will employ a contractor who complies with the workman's compensation laws of California and who has on file, or prior to the commencement of any work will file, with the Central Permit Bureau evidence that workman's compensation insurance is carried.

Applicant's Signature: James W Neuzil — Date: 9/24/81

OFFICIAL COPY

SAN FRANCISCO DEPARTMENT OF BUILDING INSPECTION

CONDITIONS AND STIPULATIONS

Exhibit R

REFER TO:

APPROVED: 10-6-81

Exterior fence work only

The approval of this application and issuance of permit applies to specified work only and does not constitute an approval of the building.

INAN

BUILDING INSPECTOR, BUR. OF BLDG. INSP.

DATE:

REASON:

NOTIFIED MR.

☐ APPROVED:

Not reviewed by the Department or City Planning. Issuance of the requested permit construes no indication that use of this property does or does not conform to the City Planning Code.

NB

DEPARTMENT OF CITY PLANNING

DATE:

REASON:

NOTIFIED MR.

☐ APPROVED:

BUREAU OF FIRE PREVENTION & PUBLIC SAFETY

DATE:

REASON:

NOTIFIED MR.

☐ APPROVED:

CIVIL ENGINEER, BUR. OF BLDG. INSPECTION

DATE:

REASON:

NOTIFIED MR.

☐ APPROVED:

BUREAU OF ENGINEERING

DATE:

REASON:

NOTIFIED MR.

☐ APPROVED:

DEPARTMENT OF PUBLIC HEALTH

DATE:

REASON:

NOTIFIED MR.

☐ APPROVED:

REDEVELOPMENT AGENCY

DATE:

REASON:

NOTIFIED MR.

☐ APPROVED:

RESIDENTIAL ENV. INSPECTOR, DIV. OF APT. & HOTEL INSP., B.B.I

DATE:

REASON:

NOTIFIED MR.

☐ APPROVED:

DATE:

REASON:

NOTIFIED MR.

I AGREE TO COMPLY WITH ALL CONDITIONS OR STIPULATIONS OF THE VARIOUS BUREAUS OR DEPARTMENTS NOTED ON THIS APPLICATION, AND ATTACHED STATEMENTS OF CONDITIONS OR STIPULATIONS, WHICH ARE HEREBY MADE A PART OF THIS APPLICATION.

NUMBER OF ATTACHMENTS ☐

James W. Menzer

SIGNATURE OF OWNER, LESSEE OR AUTHORIZED AGENT FOR OWNER OR LESSEE.

HOLD SECTION — NOTE DATES AND NAMES OF ALL PERSONS NOTIFIED DURING PROCESSING

OFFICIAL COPY

SAN FRANCISCO DEPARTMENT OF BUILDING INSPECTION

Exhibit R

CERTIFICATION OF AUTHORIZED AGENT

I hereby certify that for the purpose of filing an application for a building or other permit with the Central Permit Bureau, or completion of any form related to the S.F. Building Code, or to City and County ordinances and regulations, or to State laws and codes, I am the agent of the owner and am authorized to sign all documents connected with this application or permit.

I declare under penalty of perjury that the foregoing is true and correct.

James W. Heinzer
Applicant's Signature

James W. Heinzer
Type or Print Name

K0197811 Cal Dr Lic
Identification (Drivers Lic. No., etc.)

Southern Pacific
Owner/Lessee /~~Contractor Name~~

9/24/81
Date

OFFICIAL COPY

Exhibit R

SAN FRANCISCO DEPARTMENT OF BUILDING INSPECTION

WAIVER OF TIME RESTRICTION ON REQUESTS FOR ADDITIONAL INFORMATION

I hereby waive all time restrictions relative to submission of additional information. This waiver applies to those provisions of law which limit the City and County of San Francisco's ability to require further information for this project application. These provisions of law include Sections 65943 and 65944 of Chapter 4.5 of Division 1 of Title 7 of the Government Code (Review and Approval of Development Projects).

James W. Heinzer
Applicant's/Owner's Signature

JAMES W. HEINZER
Type or Print Name

9/24/81
Date

Application No.

933 TREAT AVE
Address

SAN FRANCISCO, CA 94110

824-1237

CPB 46

OFFICIAL COPY

SAN FRANCISCO
DEPARTMENT OF BUILDING INSPECTION

Exhibit R

CENTRAL PERMIT BUREAU
450 McAllister Street
San Francisco, CA 94102

Appl. # 8108372

Address 935 LINDEN AVE
SO. SAN FRANCISCO, CA
94080

NOTICE TO APPLICANTS

Licensed Contractor's Declaration

Pursuant to the Business and Professions Code Sec. 7031.5, I hereby affirm that I am licensed under the provisions of Chapter 9 (commencing with Sec. 7000) of Division 3 of the Business and Professions Code, and that my license is in full force and effect.

License 24187 License Class C-13

Date 9-28-81 Contractor (print) ANCHOR FENCE CO

(signature) John Stout

Owner-Builder Declaration

I hereby affirm that I am exempt from the Contractor's License Law, Business and Professions Code (Sec. 7031.5). (Mark the appropriate box below.)

☐ I, as owner of the property, or my employees with wages as their sole compensation will do the work, and the structure is not intended or offered for sale (Sec. 7044). I further acknowledge that I understand and agree that in the event that any work is commenced contrary to the representations contained herein, that the Permit herein applied for shall be deemed cancelled.

☐ I, as owner/architect am contracting with licensed contractors to construct this project (Sec. 7044). I certify that at the time such contractors are selected I will have them file a copy of this form (Licensed Contractors Declaration) prior to the commencement of any work. I further acknowledge that I understand and agree that, in the event that said contractors fail to file a copy of the Declaration with the Central Permit Bureau, that the Permit herein applied for shall be deemed cancelled.

☐ I am exempt under Business and Professions Code Sec. _____

Reason _____

Date _____ Owner (print) _____

(signature) _____

NOTICE: "Any violation of the Bus. & Prof. Code Sec. 7031.5 by any permit applicant shall be subject to a civil penalty of not more than five hundred dollars ($500)." Bus. & Prof. Code Sec. 7031.5

OFFICIAL COPY

SAN FRANCISCO DEPARTMENT OF BUILDING INSPECTION

Exhibit R

CITY & COUNTY OF SAN FRANCISCO

APPLICATION FILING FEE — PLAN CHECKING RECEIPT

104474

BUILDING APPLICATION NUMBERS

RECEIVED OF J. W. Heizer — F168371

FEE FOR APPLICATION FILING AND CHECKING PLANS, PRESCRIBED BY SAN FRANCISCO BUILDING CODE

	DATE	ESTIMATED COST	FEE	REVENUE NO.
APPLICATION FILING	9-14-61	X	10.00	7223
PLAN CHECKING		5,937	35.54	7226

FINAL PLAN CHECKING	FINAL COST	FEE	RECEIVED

DEPARTMENT OF PUBLIC WORKS
CENTRAL PERMIT BUREAU

BY

3. BUREAU APPL

OFFICIAL COPY

SAN FRANCISCO DEPARTMENT OF BUILDING INSPECTION

Exhibit R

OWNER OR LESSEE | JOB LOCATION | APP. NO.

Southern Pacific Transportation Co. 933 Treat St. 8108372 8108372

OWNER OR LESSEE'S ADDRESS | BLOCK - LOT | HOUSE NO.

1707 Wood St., Oakland, CA 891-7454

ESTIMATED COST $ | DATE APPLICATION

5,935.00 9-24-81

PERMIT ISSUED | PERMIT NO. | INSPECTOR

OCT 22 1981 475919

ERECT/ALTER	BLDG. TYPE	OCCUPANCY		PLANS	NUMBER OF	
		CODE	DESCRIPTION		STORIES	FAM.
Alt						

CONTRACTOR | ADDRESS

Anchor Post Products, Inc., 935 Linden Ave., 761-0650

ARCHITECT | ADDRESS

ENGINEER | ADDRESS

Fence FILMED

BUILDING RECORD
DEPARTMENT OF PUBLIC WORKS
CITY AND COUNTY OF SAN FRANCISCO

OWNER OR LESSEE | JOB LOCATION | BUILDING INSPECTION JOB CARD | APP. NO.

Southern Pacific Transportation Co. 933 Treat St. 8108372

OFFICIAL COPY

SAN FRANCISCO DEPARTMENT OF BUILDING INSPECTION

Exhibit R

BUILDING INSPECTORS JOB RECORD

/	WORK COMMENCED B108372
/	FOUNDATION FORMS INSPECTED. O.K. TO POUR
/	LATHING PERMISSION TAG POSTED
/ /	FLUES BY _____ NO. _____
/ /	EXTERIOR OR STRUCTURAL PLASTERING OK
/ /	ALL SPECIAL INSPECTION REPORTS RECEIVED.
/ /	FIRE ESCAPE INSTALLED PER APPROVED PLAN.
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12-18-81	WORK COMPLETED ~~FINAL CERTIFICATE POSTED~~.

BUILDING INSPECTOR

OFFICIAL COPY

SAN FRANCISCO DEPARTMENT OF BUILDING INSPECTION

Exhibit R

OWNER OR LESSEE	JOB LOCATION	APP. NO.
Southern Pacific Transportation Co.	933 Treat St.	8108372

OWNER OR LESSEE'S ADDRESS	BLOCK - LOT	HOUSE NO.
707 Wood St., Oakland, CA 891-7454		

ESTIMATED COST	DATE APPLICATION
$,935.00	9-24-81

PERMIT ISSUED	PERMIT NO.	INSPECTOR
OCT 22 1981	475919	Ivan

ERECT/ALTER	BLDG. TYPE	OCCUPANCY		PLANS	NUMBER OF	
		CODE	DESCRIPTION		STORIES	FAM.
Alt						

CONTRACTOR	ADDRESS
Anchor Post Products, Inc.,	935 Linden Ave., 761-0650

ARCHITECT	ADDRESS

ENGINEER	ADDRESS
Fencing	

FILMED

BUILDING RECORD
DEPARTMENT OF PUBLIC WORKS
CITY AND COUNTY OF SAN FRANCISCO

OWNER OR LESSEE	JOB LOCATION	BUILDING INSPECTION JOB CARD	APP. NO.
Southern Pacific Transportation Co.	933 Treat St.		8108372

OFFICIAL COPY

SAN FRANCISCO
DEPARTMENT OF
BUILDING INSPECTION

Exhibit B

BUILDING INSPECTORS JOB RECORD

/ /	WORK COMMENCED B106372
/ /	FOUNDATION FORMS INSPECTED. O.K. TO POUR
/ /	LATHING PERMISSION TAG POSTED
/ /	FLUES BY _____ NO. _____
/ /	EXTERIOR OR STRUCTURAL PLASTERING OK
/ /	ALL SPECIAL INSPECTION REPORTS RECEIVED.
/ /	FIRE ESCAPE INSTALLED PER APPROVED PLAN.
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12-18-81	WORK COMPLETED FINAL CERTIFICATE POSTED.

BUILDING INSPECTOR

BRIEF SUBMITTED BY PLANNING DEPARTMENT

San Francisco Planning

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

BOARD OF APPEALS BRIEF

HEARING DATE: October 28, 2026

October 22, 2026

Appeal No.:	26-052
Project Address:	957 Treat Avenue
Block/Lot:	3639/036
Zoning District:	UMU – Urban Mixed Use Mission Alcohol RUD Fringe Financial Services RUD Calle 24 SUD Priority Equity Geographies SUD
Height/Bulk:	48-X
Staff Contact:	Corey A. Teague, AICP, Zoning Administrator – (628) 652-7328 corey.teague@sfgov.org

Background & Analysis

The subject building permit (No. 202608136521) was issued for the following scope of work: "Replace damaged gate in kind. North of lot. Approx. 18 linear feet wide and 8' tall." This permit was approved over-the-counter by the Planning Department because it was Code-compliant and did not require neighborhood notice.

The Appellant's brief does not include any specific objection to the proposes scope of work. The Appellant's concerns are instead focused on a dispute regarding ownership of the subject lot. While owner authorization is generally addressed by the Department of Building Inspection for a building permit (as opposed to the Planning Department), the Planning Department primarily relies on the Office of the Assessor-Recorder (Assessor) regarding property ownership information unless adequate documentation

is provided that is more current than the information provided by the Assessor. In this case, the Assessor indicated that "17THANDPERALTA LLC" was part owner of the subject lot (Block 3639, Lot 36, Parcel A).

As background, Building Permit No. 202303022910 was issued in 2023 for a similar scope of work as this appealed permit. That permit was appealed (Appeal No. 23-008), and the Board of Appeals granted the appeal and denied the permit due to lack of confirmation of property ownership. Subsequent Building Permit No. 202311019926 was issued and appealed later that year on similar grounds (Appeal No. 23-059). However, that appeal was denied because the permit holder had taken the necessary steps to obtain partial ownership of Parcel B of the subject lot, which was acknowledged by the Assessor.

Conclusion

The subject permit is fully compliant with the Planning Code. While there may be a legitimate property ownership dispute in which the Appellant and Permit Holder are engaged, any such dispute will be resolved through civil court proceedings and is not the purview of the Planning Department. Because the Assessor lists the Permit Holder (through the related LLC) to be a partial property owner of the subject lot, the Planning Department has no basis to determine that the permit was issued in error.

cc: Kevin Ortiz (Agent for Permit Holder)
Jay Martin (Appellant)
Carey McElroy (Department of Building Inspection)

BRIEF SUBMITTED BY DBI

Board of Appeals Brief

Hearing Date: October 07, 2026

October 22, 2026

RE: Appeal No: 26-052
Permit No: 2026-0813-6521
Subject Property: 957 Treat Ave.
Block / Lot: 3639/036
DBI contact: Carey McElroy, Senior Building Inspector.
628-652-3779 carey.mcelroy@sfgov.org

Permit Description and Background:

The permit before the board is PA# 2026-0813-6521 with the Scope of Work as follows:

Replace damaged gate in kind. North of lot. Approx. 18 linear feet wide and 8' tall.

The permit Application and Plans were reviewed Over the Counter by the Planning Department and DBI on 8/13/26 and the permit was approved and issued the following day on 8/14/2026.

Analysis of Permit Approval:

After a review of the Permit Application the following is an analysis of DBI's approval of the permit currently under appeal:

DBI believes the permit was approved correctly based on the project description and information provided by the Applicant on the application. In addition, before issuance of the permit the Owner of the property was required to fill out a Property Owner's Disclosures Form as "Owner/Builder which includes a signature line at the bottom of the form declaring under penalty of perjury they are the

property owner for the address listed and that they personally filled out the form and certify its accuracy. The Department of Building Inspection approves permit applications and issues permits based on the information provided by the applicant/owner on the permit application, plans (if required), and required forms. Since DBI's primary role is enforcing construction, safety, and housing codes, it relies on the City's shared database systems such as the County Assessor's records and the San Francisco Property Information Map to verify property ownership. If property ownership cannot be verified using the City's shared database systems, DBI's standard operating procedure is to request the applicant provide documentation in the form of a Deed to verify they are the property owner.

Conclusion:

Based on the above information DBI recommends the Board deny the appeal on the grounds the permit was issued correctly.

Carey McElroy
Senior Building Inspector
Department of Building Inspection.

cc. Corey Teague, (Zoning Administrator)

Andrew Perry, (CPC)

Julie Lamarre, (Executive Director B.O.A)

Jay Martin, (Appellant)

17th and Peralta LLC, (Permit Holder)

Kevin Ortiz, (Agent for Permit Holder)

PUBLIC COMMENT

From: YanYan Wang
To: BoardofAppeals (PAB)
Cc: Lamarre, Julie (BOA); Mejia, Xiomara (BOA)
Subject: Re: APPEAL OF PERMIT NO. 202608136521 | 957 Treat Avenue (Parcel 36 / APN 3639-036)
Date: Wednesday, October 21, 2026 3:00:16 PM

Thanks for your reply! Yes, this is a public comment.

On Wed, Oct 21, 2026 at 11:02 AM BoardofAppeals (PAB) <boardofappeals@sfgov.org> wrote:

> Thank you for your email. Is this a letter for the commissioners to review under public comment because I do not see you being a party to an appeal?
>
> Best,
>
> Alec Longaway
>
> Legal Assistant, San Francisco Board of Appeals
>
> 49 South Van Ness, Suite 1475
>
> San Francisco, CA 94103
>
> Work PH: 1-628-652-1152
>
> Cell: 1-415-746-0119
>
> The Board's physical office is open to the public by appointment only. Please email boardofappeals@sfgov.org or call 628-652-1150 if you would like to meet with a staff member.
>
> All documents and emails submitted to the Board Office are public records. You are advised to redact information if you want it to remain confidential. Please contact the Board Office if you need assistance.
>
> ---
>
> **From:** YanYan Wang <yansmailbox@gmail.com>
> **Sent:** Tuesday, October 20, 2026 5:21 PM

To: BoardofAppeals (PAB) <boardofappeals@sfgov.org>
Subject: RE: APPEAL OF PERMIT NO. 202608136521 | 957 Treat Avenue (Parcel 36 / APN 3639-036)

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

To the Honorable Members of the San Francisco Board of Appeals,

We submit this appeal regarding Permit No. 202608136521, issued on August 14, 2026, to 17th & Peralta LLC (Monkeybrains) for fence and gate replacement at 957 Treat Avenue.

This permit should be **REVOKED**. Issuing building permits on Parcel 36 rewards an ongoing title manipulation scheme, allows a private commercial entity to bypass proper judicial resolution, and misuses Department of Building Inspection (DBI) procedures to manufacture a false claim of ownership over disputed municipal land.

1. Facilitation of Unpermitted Commercial Use (SF Planning Code § 171)

Parcel 36 is officially designated under Use Code 79 as a Vacant Lot. Monkeybrains utilizes this unmastered space for commercial staging and parking. Under SF Planning Code § 171, a vacant lot cannot operate as a commercial depot without a formal Change of Use permit or Conditional Use Authorization. DBI cannot lawfully issue accessory permits (gates and fences) that perpetuate or protect an unpermitted primary commercial use.

2. Defective Application and Misrepresentation of Title Standing

In securing the 2026 permit via Owner-Builder declarations, the applicant relies on an illusion of ownership constructed through speculative, shifting quitclaim deeds.

- **Assessee Status vs. Legal Title:** Being tracked in the Assessee database for tax purposes by paying fractional back taxes does not equal a legal determination of real property title.
- **Conflicting Chain of Title:** The applicant has previously and successively recorded conflicting quitclaim deeds from entirely different families across different years (including historical filings from the Crim, Center, and Gompertz families) while attempting to stretch minor footprint references in probate court to cover thousands of square feet of unassigned land.
- DBI erred by accepting administrative tax-assessee status as proof of clear ownership, permitting an entity with highly disputed, clouded title to alter structural boundaries across multi-subplot parcels currently subject to active legal scrutiny.

3. Improper Bypassing of Superior Court Quiet Title Adjudication

Real property ownership disputes and competing fractional claims cannot be settled via DBI permit counters. Rather than filing a proper Quiet Title action in the San Francisco Superior Court to legally establish ownership over Parcel 36A, the applicant is repeatedly attempting to use low-cost building permits as "color of title" to fence off public and untraceable co-ownership interests. The Board of Appeals should not allow administrative permitting processes to be weaponized as a shortcut for land acquisition.

Requested Actions

We respectfully urge the Board of Appeals to:

1. **Revoke Permit No. 202608136521** for 957 Treat Avenue.
2. **Require the Applicant to resolve ownership rights** through a formal Quiet Title action in San Francisco Superior Court before any further structural permits are considered for this parcel.
3. **Direct DBI and Planning** to enforce land-use compliance on Parcel 36.

Respectfully submitted,

Julian and YanYan Mehnle

2916 22nd St.

San Francisco, CA 94110

On November 17, 2026, after the Board's decision was issued for Appeal No. 26-052, President Trasviña accepted the submission by the appellant of the "Order Modifying Opinion and Denying Rehearing" for Case No. A169280 which was issued by the Court of Appeal, First Appellate District on October 16, 2024 (attached).

Court of Appeal, First Appellate District
Charles D. Johnson, Clerk/Executive Officer
Electronically FILED on 10/16/2024 by S. Wheeler, Deputy Clerk

Filed 10/16/24

NOT TO BE PUBLISHED IN OFFICIAL REPORTS

California Rules of Court, rule 8.1115(a), prohibits courts and parties from citing or relying on opinions not certified for publication or ordered published, except as specified by rule 8.1115(b). This opinion has not been certified for publication or ordered published for purposes of rule 8.1115.

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

FIRST APPELLATE DISTRICT

DIVISION TWO

ANOTHER CORPORATE ISP LLC, Plaintiff and Respondent, v. ELIZABETH CREELY et al., Defendants and Appellants.	A169280 (San Francisco County Super. Ct. No. CCH23585730) **ORDER MODIFYING OPINION AND DENYING REHEARING [NO CHANGE IN JUDGMENT]**

The petition for rehearing filed by appellant Jay Edward Martin is denied. It is ordered that the opinion filed herein on December 29, 2023, be modified as follows:

On pages 4 through 5, delete the paragraph beginning with the sentence "Second, in addition to failing to persuade us of the law, Martin also is wrong on the facts" (including footnote four) and the following paragraph on page 5 beginning with the sentence "Menendez's boss, Rudy Rucker, testified that when he arrived he saw four people on the vacant parcel destroying a planter box he'd built."

On page 5, change "Third" to "Second" so that the first sentence of the remaining paragraph reads, as modified, "Second, Martin has not demonstrated that the claimed error was prejudicial."

On page 5, change the footnote call number in the text from "5" to "4" and make a corresponding change to the number of the footnote.

There is no change in the judgment.

Dated: 10/16/2024

Stewart, P.J.

STEWART, P.J.

Court of Appeal, First Appellate District
Charles D. Johnson, Clerk/Executive Officer
Electronically FILED on 9/19/2024 by S. Wheeler, Deputy Clerk

Filed 9/19/24

NOT TO BE PUBLISHED IN OFFICIAL REPORTS

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IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

FIRST APPELLATE DISTRICT

DIVISION TWO

ANOTHER CORPORATE ISP LLC, Plaintiff and Respondent, v. ELIZABETH CREELY et al., Defendants and Appellants.	A169280 (San Francisco County Super. Ct. No. CCH23585730)

MEMORANDUM OPINION[1]

On October 9, 2023, the trial court entered workplace violence protective orders against Jay Edward Martin and Elizabeth Creely under Code of Civil Procedure section 527.8[2] at the request of respondent Another Corporate ISP, LLC, DBA MonkeyBrains (MonkeyBrains), protecting two MonkeyBrains employees, Rudy Rucker and Alejandro Menendez. In relevant part, section 527.8 authorizes the issuance of an injunction at the request of "[a]ny employer, whose employee has suffered unlawful violence or

[1] We resolve this case by memorandum opinion. (Cal. Stds. Jud. Admin., § 8.1.) We do not recite the factual and procedural background because our opinion is unpublished and the parties know, or should know, "the facts of the case and its procedural history." (*People v. Garcia* (2002) 97 Cal.App.4th 847, 851 [unpublished opinion merely reviewing correctness of trial court's decision "does not merit extensive factual or legal statement"].)

[2] All further statutory references are to the Code of Civil Procedure.

a credible threat of violence from any individual, that can reasonably be construed to be carried out or to have been carried out *at the workplace*, . . . on behalf of the employee and, at the discretion of the court, any number of other employees at the workplace . . . ." (§ 527.8, subd. (a), italics added.)

Martin now appeals, raising a single issue.[3] He states, "The case law cited by Monkeybrains, as we read it, doesn't support workplace violence restraining orders in this case. Appellant [asks] this court to review the arguments made to the trial court." As we understand his position, as clarified by his reply brief, section 527.8 does not apply because the violence, threats and harassment that Marin, Creely and others directed at MonkeyBrains' employees were carried out by them on a vacant parcel *abutting* MonkeyBrains' property (i.e., a warehouse) and not within the actual perimeter of MonkeyBrains' property lines.

We reject this argument, for several reasons.

First, Martin has not persuaded us of any error. We presume that the trial court's ruling is correct, and it is an appellant's burden to persuade us both of an error and that the appellant was prejudiced as a result. (See *Grappo v. McMills* (2017) 11 Cal.App.5th 996, 1006 [calling such framework "[t]he most fundamental principle of appellate review"].) To do this, " 'an appellant must supply the reviewing court with some cogent argument supported by legal analysis and citation to the record.' " (*United Grand Corp. v. Malibu Hillbillies, LLC* (2019) 36 Cal.App.5th 142, 146 (*United Grand*

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[3] Although Martin's appellate briefing refers to "appellants," neither the record nor the register of actions indicates that Creely filed a notice of appeal from the restraining order entered against her. Accordingly, we lack jurisdiction to review that restraining order. Our review is limited to the restraining order entered against Martin.

Corp.) "Mere suggestions of error without supporting argument or authority other than general abstract principles do not properly present grounds for appellate review." (*Department of Alcoholic Beverage Control v. Alcoholic Beverage Control Appeals Bd.* (2002) 100 Cal.App.4th 1066, 1078.) When an appellant fails to "convince us, by developing his arguments, stating the law, and calling out relevant portions of the record, that the trial court committed reversible error," we may reject the appellant's argument on its face as insufficient to demonstrate error. (See *Bishop v. The Bishop's School* (2022) 86 Cal.App.5th 893, 910.)

Here, Martin has not affirmatively shown any error. He has not summarized all the relevant evidence. He has also failed to demonstrate that section 527.8 does *not* apply to conduct occurring in the immediate vicinity of an employer's property, such as on an adjacent lot. More specifically, he has not discussed or examined the relevant statutory language, much less explained why the statutory term "workplace" (§ 527.8, subd. (a)) must be interpreted narrowly, as defined by reference to actual legal property lines. Nor has he cited any legal authority supporting his position that trial courts lack the power to issue workplace restraining orders based on threats or violence occurring immediately *next to* an employer's property.

Moreover, there is authority indicating section 527.8 is not so limited. *North Coast Village Condominium Association v. Phillips* (2023) 94 Cal.App.5th 866 held that harassing conduct does not need to take place within the actual physical boundaries of an employer's property to justify the issuance of a workplace violence restraining order. The court stated that drawing a line between whether offending conduct is literally carried out *on* an employer's property or merely in close proximity to it "represent[s] a distinction without a difference, given the statute's overall purpose of

allowing employers a means to protect their employees from harm." (*Id.* at pp. 889-890; see also *id.* at p. 889 [Legislature intended § 527.8 to apply to "violence or threats of violence occurring in *or near the physical workplace*"], italics added; *id.* at p. 888 ["while the conduct need not have occurred at the actual workplace, it must at least have occurred on the way to or from the workplace or during work hours"].) Martin's attempt to distinguish this authority is difficult to follow and unpersuasive.

Second, in addition to failing to persuade us of the law, Martin also is wrong on the facts. His implicit factual premise is that no MonkeyBrains employee was affected by the conduct while he or she was within the four corners of MonkeyBrains' property lines, but that assumption is not supported by the record. Although the parties cite no evidence that Martin or his friends ever physically trespassed onto MonkeyBrains' property, their conduct took place just a few feet away and was *directed at* people who were working on that property. For example, Menendez described being harassed while he was physically *inside* MonkeyBrains' warehouse and being physically trapped there by defendants until his boss arrived.[4]

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[4] He testified: "And then . . . I opened the—our rear loading dock doors to see what was going on and that's when I saw Jay Martin there, and he was upset [about] . . . our project that we had in progress. He was starting to yell a little. And then while we were there chatting, other people began to show up, mainly Lara Hanna and Elizabeth Creely and eventually, Mauricio Zambrano. We proceeded to attempt to talk. I stayed inside our warehouse at the loading doors, and *they were flanking the loading doors, not really allowing me to leave via that direction.* And the conversation, it just didn't go anywhere. There were a couple moments where I thought we were kind of, but then very quickly, there would be other things said, like Lara Hanna called me the mafia and was taking pictures and filming me even though I told them not to, *and I felt kind of imprisoned at that point.* [¶] And then eventually, I saw them begin to bring tools—I guess some of them brought tools, and they started disassembling the wood form in front of me. And I

Menendez's boss, Rudy Rucker, testified that when he arrived he saw four people on the vacant parcel destroying a planter box he'd built. The people pulled out their phones and began filming him. Creely then physically attacked him, first shoving him and knocking a bag of chips out of his hand and then, after he pushed her phone away from his face, punching him. He testified that Martin shouted at him, "you fucking deserved it," and he feared for his safety from all four of them. Creely was yelling at him and threatening to "f" him up and had to be restrained from physically attacking him again. Rucker testified that during this encounter Martin threatened to bring kerosene and "burn it all down"—conduct that, if carried out, the trial court could reasonably infer could have jeopardized the MonkeyBrains' building and the safety of everyone inside. Martin's incomplete discussion of the evidence minimizes the significance of these threats, and the overall circumstances of the violence that occurred.

Third, Martin has not demonstrated that the claimed error was prejudicial. On the contrary, he implicitly conceded below that a civil harassment restraining order would have been appropriate under section 527.6 based on the circumstances, and indeed, the trial court granted such an order *against* Rucker in favor of *Creely*.[5] Thus, even if Martin had

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just . . . watched them doing it, at which point, after the conversation and seeing their actions, . . . I didn't think I would be very effective stopping them at that point. So I closed the loading doors, and then I texted Rudy and let him know that there were people destroying stuff in the back and that—you know, I was alone and I didn't see any potential of resolving anything at that time." (Italics added.) Menendez felt "threatened," "cornered" and "helpless."

[5] Specifically, he argued that neither MonkeyBrains nor its employees would be harmed by rejecting MonkeyBrains' request for an injunction under section 527.8, because "some of the petitioner's claims and evidence could

demonstrated error in the issuance of a workplace violence injunction rather than a civil harassment injunction, the error appears to be completely harmless. Martin has not demonstrated that, but for the trial court's error, it is probable he would have achieved a more favorable outcome.

Finally, we do not consider the new arguments Martin makes for the first time in his reply brief—that the court erred in curtailing his cross-examination of witnesses or otherwise violated his due process rights. (See *United Grand Corp. v. Malibu Hillbillies, supra,* 36 Cal.App.5th at pp. 157-158.) " 'Fairness militates against allowing an appellant to raise an issue for the first time in a reply brief because consideration of the issue deprives the respondent of the opportunity to counter the appellant by raising opposing arguments about the new issue.' " (*Id.* at p. 158.) For a similar reason, we also do not consider Martin's new argument, made for the first time at oral argument, that there is insufficient evidence of harassment to justify an injunction. (See *People v. Carrasco* (2014) 59 Cal.4th 924, 990 [" 'Obvious reasons of fairness militate against consideration of an issue raised initially' at oral argument"].)

DISPOSITION

The restraining order is affirmed. Respondent shall recover its costs.

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quickly return to court in requests for civil harassment restraining orders," and asked the court to "encourage" MonkeyBrains to file a request for civil harassment restraining orders which he called "a more appropriate remedy."

STEWART, P.J.

We concur.

MILLER, J.

DESAUTELS, J.

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