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11 CITY AND COUNTY OF SAN FRANCISCO and  
PEOPLE OF THE STATE OF CALIFORNIA

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
13 COUNTY OF SAN FRANCISCO  
14 UNLIMITED JURISDICTION  
15

16 CITY AND COUNTY OF SAN  
FRANCISCO, a Municipal Corporation, and  
17 the PEOPLE OF THE STATE OF  
CALIFORNIA, by and through DENNIS J.  
18 HERRERA, City Attorney for the CITY AND  
COUNTY OF SAN FRANCISCO,

19  
20 Plaintiffs,  
21 vs.

22 ANNE KIHAGI aka ANNA KIHAGI aka  
ANNA SWAIN aka ANNE KIHAGI SWAIN  
23 aka ANNA KIHAGI SWAIN, JULIA  
MWANGI aka JULIA MUNENE,  
24 CHRISTINE MWANGI aka CHRISTINA  
MWANGI aka CHRISTINE JOHNSON,  
25 XELAN PROP 1, LLC, RENKA PROP, LLC,  
NOZARI 2, LLC, ZORIAL, LLC, and DOE  
26 ONE THROUGH DOE FIFTY,

27 Defendants.  
28

Case No. CGC-15-546152

DECLARATION OF KELLY KIMBALL IN  
SUPPORT OF PRELIMINARY INJUNCTION  
WITH EXHIBITS A THROUGH O

Hearing Date: December 23, 2015  
Hearing Judge: Hon. Ronald E. Quidachay  
Time: 9:30 a.m.  
Place: Dept. 501  
Date Action Filed: June 4, 2015  
Trial Date: Not Yet Set

1 I, KELLY KIMBALL, declare as follows:

2 1. I have personal knowledge of the following facts except those stated on information  
3 and belief. As to those facts, I believe them to be true. If called upon to testify, I could and would  
4 testify competently to the contents of this Declaration.

5 2. I am a traffic manager, and have been so employed for 16 years.

6 3. For 11 years, between June 2003 and August 2014, I was a tenant of 3947 18th  
7 Street, San Francisco, California (hereinafter, "18th Street"). The 18th Street property is a six-unit  
8 residential building. During those 11 years, I was continuously a tenant of Unit 5, a one-bedroom,  
9 one-bath rent-controlled apartment in the Castro District. Toward the end of my tenancy in August  
10 2014, I was paying \$1,626.61 in monthly rent.

11 4. Throughout my tenancy from 2003 until 2013, I never had any problems with any of  
12 the previous five landlords, and my relationship with them was always professional.

13 5. I really enjoyed living at 3947 18th Street. The neighborhood was great. I felt safe  
14 living there, and all of my friends lived nearby. My commute to work was also very easy.

15 6. In approximately June 2013, Defendants ANNE KIHAGI aka ANNA KIHAGI aka  
16 ANNA SWAIN aka ANNE KIHAGI SWAIN aka ANNA KIHAGI SWAIN ("KIHAGI") purchased  
17 the 18th Street property through Defendant XELAN PROP 1, LLC ("XELAN"). I later learned that  
18 Defendant KIHAGI owned 100% of Defendant XELAN.

19 7. At the time Defendants purchased our building, three of the six dwelling units were  
20 occupied (Units 1, 2, and 5) and three were vacant (Units 3, 4 and 6). Unit 1 was occupied by my  
21 friend and neighbor Darcy Harris ("Darcy"); Unit 2 was occupied by my friend and neighbor Rob  
22 Domingez ("Rob"); and Unit 5 was my home.

23 8. Upon my first meeting with Defendant KIHAGI in June 2013, she presented herself  
24 as the agent for the property owner. She told me that she was going to make vacant Unit 6 her  
25 office, and that her sister Christina would be staying there "occasionally" as she was attending  
26 school nearby.

27 9. In June or July 2013, I received a call from Defendant KIHAGI who requested to  
28 meet with me. On July 13, 2013, we met in my kitchen. During our conversation she indicated that

1 I would have to move. She said, "You have known about this (our previous landlord had  
2 considered a conversion to Tenants-In-Common structure) for two years, and should have put  
3 money away to be prepared to move." I had never said anything about my financial status,  
4 including whether I had money saved or not. From her conversation with the project manager for  
5 the previous landlord she knew that my buyout price was \$50,000. She said, "That would not work  
6 for us, as for that amount we could clear the entire building." She offered me \$25,000, which I  
7 declined. Defendant KIHAGI went on to say, "You make a lot of money and can afford the  
8 increase in rent." I had never mentioned my income to her. Defendant KIHAGI went on to say, "I  
9 am trying to help you and I am on your side but you have to be willing to work with us. Best to  
10 take the higher amount offered, as an eviction will be the minimum." Defendant KIHAGI then  
11 stated, "DRE has been filed...basically the apartments are approved to convert. We are prepared to  
12 Ellis if needed."

13 10. In July 2013, Defendants furnished Unit 6 with corporate furniture, which I could see  
14 from my window. No one was actually living there. Defendants KIHAGI and her sister Christine  
15 Mwangi ("Defendant C. MWANGI") would come and go, and I might see one of them there two or  
16 three times a week, at most. Units 3 and 4 remained vacant.

17 11. In August 2013, Defendants executed a Grant Deed, transferring the 18th Street  
18 property from Defendant XELAN to Defendant KIHAGI, and, according to the deed, paid no  
19 transfer tax claiming that there was no proportional change of ownership following the transfer, a  
20 fact that could only be true if Defendant KIHAGI was the sole owner of Defendant XELAN. A true  
21 and correct copy of the Grant Deed is attached hereto as **Exhibit A**.

22 12. My interactions with Defendant KIHAGI became uncomfortable and unnerving.  
23 Several times I observed Defendant KIHAGI sitting in the window of Unit 6 at the 18th Street  
24 property, which by then she was using as her office, and she would just stare at me while I was in  
25 my apartment, which I found to be creepy, intimidating and a disturbing invasion of my privacy. I  
26 tried using blinds to prevent her from spying on me, but that diminished the natural light, and made  
27 my home much darker. Finally, I had to install frosted glass film over the windows to protect my  
28 privacy.

1           13. I was particularly unnerved by Defendant KIHAGI's conduct because I had also  
2 learned that my neighbor Darcy had an unpleasant interaction with Defendant KIHAGI in which  
3 KIHAGI inquired about Darcy's beloved cat, and then cryptically added, "You should be careful,  
4 because someone might let her out."

5           14. On or about August 2013, I found a letter posted on my door, stating that Defendants  
6 were going to try and evict me using the Owner Move-In ("OMI") exception to the San Francisco  
7 Rent Ordinance's "just cause" eviction requirements.

8           15. On or about August 21, 2013, Defendants filed with the Rent Board a 60-Day Notice  
9 of Termination of Tenancy for the OMI on my unit ("First 60-Day Notice for OMI"). The First 60-  
10 Day Notice for OMI stated that Defendant KIHAGI was the sole owner of record of the 18th Street  
11 property, having executed and recorded a Grant Deed on August 5, 2013, transferring title from  
12 herself (acting as owner of Defendant XELAN) to herself (acting as Defendant KIHAGI). The First  
13 60 Day Notice for OMI stated that Defendant KIHAGI was seeking to recover possession "in good  
14 faith, without ulterior reasons and with honest intent for use as her principal place of residence for a  
15 period of at least 36 consecutive months." A true and correct copy of the First 60-Day Notice for  
16 OMI for Unit 5 is attached hereto as **Exhibit B**.

17           16. At the same time, I learned that Defendants had also initiated a Relative Move-In  
18 ("RMI") eviction on Darcy. She and I were both highly stressed at the idea of being evicted, and  
19 losing our homes. Darcy and I spoke frequently about Defendants efforts to evict us, we compared  
20 documents, and I relied on her for emotional support. We even hired the same lawyers to represent  
21 us, from Steven Adair McDonald & Associates.

22           17. The First 60-Day Notice for OMI further stated all of the following: a) that  
23 Defendant KIHAGI was staying with a friend at the friend's home at 840 Taylor Street; b) that  
24 besides the 18th Street property, Defendant had "no ownership interest in any other residential  
25 property;" c) that if a comparable unit owned by the landlord becomes vacant and available before  
26 the recovery of possession, the landlord shall rescind the notice to vacate; d) that if a non-  
27 comparable unit becomes available before the recovery of possession, the landlord shall offer that  
28 unit to the tenant at a rent based on the rent the tenant is paying , with an upward or downward

1 adjustment based on the condition, size and other amenities of the unit; and e) that two furnished  
2 units (Unit 3 and Unit 4) within the 18th Street property were available for rent if I wanted to pay  
3 \$4,250 per month (nearly triple my rent).

4 18. I later learned that at the time of the filing of that First 60-Day Notice for OMI with  
5 the Rent Board, Defendant KIHAGI in fact had substantial ownership interest in residential  
6 property in San Francisco, and elsewhere, including a six-unit building at 4018-4022 19th Street,  
7 San Francisco ("19th Street") and a seven-unit building at 1000-1022 Filbert Street, San Francisco  
8 ("Filbert"), both of which Defendant KIHAGI owned and controlled through her 100 % ownership  
9 and control of Defendant XELAN. True and correct copies of the Grant Deeds are attached hereto  
10 as **Exhibits C and D**, respectively.

11 19. It is my understanding that San Francisco Administrative Code Section 37.9(a)(8)(iv)  
12 prohibits a landlord from using the OMI process if the landlord owns and controls other residential  
13 property with available comparable units. Moreover, if a landlord initiates an OMI but a  
14 comparable unit in a property owned and controlled by the landlord becomes available before  
15 recovery of possession of the unit which is the subject of the OMI, the landlord is required to  
16 rescind the OMI-related notice to vacate.

17 20. I later learned and believe that at the time Defendant KIHAGI filed the First 60-Day  
18 Notice for OMI with the Rent Board, she owned and controlled one or more comparable units at the  
19 19th Street and Filbert properties and some of those units were vacant. Defendants concealed from  
20 me the existence of these properties and their available comparable units. On information and  
21 belief, Unit 6 at the 18th Street property was also available, but concealed as such.

22 21. It is also my understanding that San Francisco Administrative Code Section  
23 37.9(a)(8)(iv) provides that if a landlord initiates an OMI but a non-comparable unit in a property  
24 owned and controlled by the landlord is available, or becomes available before recovery of  
25 possession of the unit which is the subject of the OMI, the landlord is required to offer the non-  
26 comparable unit to the tenant being displaced by the OMI at the same controlled rent as the  
27 displaced tenant is currently paying with an allowable upward or downward adjustment depending  
28 on condition, size and amenities of the replacement unit.

1           22.     On information and belief, at the time Defendant KIHAGI filed the First 60 Day  
2 Notice for OMI with the Rent Board, there were one or more available non-comparable units in the  
3 19th Street and Filbert properties owned and controlled by Defendant KIHAGI. Defendants  
4 concealed from me the existence of these properties and the available non-comparable units. On  
5 information and belief, Unit 6 at the 18th Street property was also available, but concealed as such,  
6 and it was not offered to me.

7           23.     While Defendant KIHAGI claimed in the First 60 Day Notice for OMI to be  
8 “offering” Units 3 and 4 as furnished for \$4,250 per month, she did not, and, I believe, could not  
9 legally justify that either of those units merited such an extreme upward adjustment from my base  
10 rent of \$1,626.61. On information and belief, Units 3 and 4 were later rented to new tenants  
11 unfurnished and at a lower rental rate.

12           24.     What made the OMI process feel particularly intimidating and stressful to me is that  
13 I knew that Defendants were simultaneously targeting Darcy and trying to unfairly force her out of  
14 her unit. I knew that on or about August 21, 2013, Defendants filed with the Rent Board a 60-Day  
15 Notice of Termination of Tenancy for the RMI on Unit 1, Darcy’s unit (“60-Day Notice for RMI”).  
16 I obtained copies of the 60-Day Notice for RMI, which stated that Defendant KIHAGI was the sole  
17 owner of record of the 18th Street property, having executed and recorded a Grant Deed on August  
18 5, 2013, transferring title from herself (acting as owner of Defendant XELAN) to herself (acting as  
19 Defendant KIHAGI). The 60-Day Notice for RMI stated that Defendant KIHAGI was seeking to  
20 recover possession “in good faith, without ulterior reasons and with honest intent for use as the  
21 principal place of residence of her sister, Julia Munene, for a period of at least 36 consecutive  
22 months,” and that “Julia Munene intends in good faith, without ulterior motive and with honest  
23 intent to make the premises her principal place of residence for a period of at least 36 continuous  
24 months.” A true and correct copy of the 60-Day Notice for RMI for Unit 1 is attached hereto as  
25 **Exhibit E.**

26           25.     On information and belief, the person referred to in the 60-Day Notice for RMI as  
27 Defendant KIHAGI’s alleged sister “Julia Munene” is actually the same person as Defendant Julia  
28 Mwangi (hereinafter, Defendant “J. MWANGI”).

1           26.     The 60-Day Notice for RMI further stated all of the following: a) that Defendant  
2 KIHAGI was staying with a friend at the friend's home at 840 Taylor Street; b) that Defendant  
3 KIHAGI was simultaneously seeking possession of Unit #5 within the 18th Street property for  
4 herself; c) that Julia Munene was living in a rental at 1342 11th Avenue, San Francisco; d) that  
5 other than the 18th Street property, Defendant KIHAGI had "no ownership interest in any other  
6 residential property;" e) that Julia Munene (aka Defendant J. MWANGI) had "no ownership interest  
7 in any residential property;" f) that if a comparable unit owned by the landlord becomes vacant and  
8 available before the recovery of possession, the landlord shall rescind the notice to vacate; g) that if  
9 a non-comparable unit becomes available before the recovery of possession, the landlord shall offer  
10 that unit to the tenant at a rent based on the rent the tenant is paying , with an upward or downward  
11 adjustment based on the condition, size and other amenities of the unit; and h) that two furnished  
12 units (Unit 3 and Unit 4) within the 18th Street property were available for rent if she wanted to pay  
13 \$4,250 per month (triple her rent of \$1,423.26).

14           27.     I later learned and believe that at the time of the filing of the 60-Day Notice for RMI  
15 with the San Francisco Rent Board, Defendant KIHAGI in fact had substantial ownership interest in  
16 residential property in San Francisco, and elsewhere, including the six-unit 19th Street property and  
17 the seven-unit Filbert property, both of which Defendant KIHAGI owned and controlled through  
18 her 100 % ownership and control of Defendant XELAN.

19           28.     It is my understanding that San Francisco Administrative Code Section 37.9(a)(8)(iv)  
20 prohibits a landlord from using the RMI process if the landlord owns and controls other residential  
21 property containing available comparable units. Moreover, if a landlord initiates an RMI but a  
22 comparable unit in a property owned and controlled by the landlord becomes available before  
23 recovery of possession of the unit which is the subject of the RMI, the landlord is required to  
24 rescind the RMI-related notice to vacate.

25           29.     On information and belief, at the time of the filing of the 60-Day Notice for RMI  
26 with the Rent Board, there were one or more vacant and available comparable units in the 19th  
27 Street and Filbert properties owned and controlled by Defendant KIHAGI. Like in my OMI,  
28 Defendants concealed from Darcy the existence of these properties and their available comparable

1 units. On information and belief, Unit 6 at the 18th Street property was also available, but  
2 concealed as such.

3 30. It is my understanding that San Francisco Administrative Code Section 37.9(a)(8)(iv)  
4 provides that if a landlord initiates an RMI but a non-comparable unit in a property owned and  
5 controlled by the landlord is available, or becomes available before recovery of possession of the  
6 unit which is the subject of the RMI, the landlord is required to offer the non-comparable unit to the  
7 tenant being displaced by the RMI at the same controlled rent as the displaced tenant is currently  
8 paying with an allowable upward or downward adjustment depending on condition, size and  
9 amenities of the replacement unit.

10 31. On information and belief, at the time of the filing of the 60-Day Notice for RMI  
11 with the Rent Board, there were one or more available non-comparable units in the 19th Street and  
12 Filbert properties owned and controlled by Defendant KIHAGI. As was true in my OMI,  
13 Defendants concealed the existence of these properties and their available non-comparable units.  
14 On information and belief, as in my case, Unit 6 at the 18th Street property was also available, but  
15 concealed as such, and was not offered to Darcy.

16 32. While Defendant KIHAGI claimed in the 60-Day Notice for RMI to be “offering”  
17 Units 3 and 4 as furnished for \$4,250 per month, as in my case, she did not, and in my opinion,  
18 could not, justify that either of those units merited such an extreme upward adjustment from  
19 Darcy’s base rent of \$1,423.26. On information and belief, Units 3 and 4 were later rented to new  
20 tenants unfurnished and at a lower rental rate.

21 33. I later learned that the San Francisco Rent Board subsequently recorded Notices of  
22 Constraints on Real Property as to Units 1 and 5 against title to the 18th Street property. The  
23 Notices of Constraints on Real Property required Defendants J. MWANGI and KIHAGI to reside in  
24 Units 1 and 5, respectively, as their primary residences until August 15, 2016—three years from the  
25 date of service of the RMI and OMI paperwork on the tenants in Units 1 and 5. True and correct  
26 copies of the Notices of Constraints on Real Property as to Units 1 and 5 are attached hereto as  
27 **Exhibits F and G**, respectively.

1           34.     The lawyers representing Darcy and I fought the RMI and OMI evictions and  
2 prevailed. Both the RMI and the OMI were eventually defeated.

3           35.     My relief was short-lived, as the harassment and intimidation not only continued  
4 against us, but became worse. I was particularly distressed by the lengths that Defendants went to  
5 get Darcy and me out of the building. I learned that Defendants refused to cash Darcy's rent check  
6 for October 2013, and then months later falsely complained that her October 2013 rent had not been  
7 timely paid.

8           36.     I felt hopeless and vulnerable when Darcy, who had become visibly shaken,  
9 intimidated and frightened by Defendants' aggressive tactics, decided to surrender Unit 1 in the  
10 Spring of 2014. Even worse, every time Defendant KIHAGI was in her office in Unit 6, she would  
11 just sit and stare at my window.

12          37.     On information and belief, Defendant J. MWANGI never moved in to Darcy's unit,  
13 let alone made it her primary residence.

14          38.     In the Spring of 2014, right after Darcy moved out of Unit 1, Defendants parked a  
15 dumpster in front of the building, and began a complete remodel of Unit 1, taking the entire unit  
16 "down to the studs," reconfiguring the unit, and turning her 1-Bedroom into a 2-Bedroom. The  
17 construction went on for at least four months, with constant noise, debris, and workers coming  
18 through the building every day. The chaotic conditions literally destroyed any sense of quiet  
19 enjoyment. On information and belief, Defendants did not apply for or obtain the proper permits  
20 from the Department of Building Inspection ("DBI") before performing the massive remodel, for  
21 which DBI issued a Notice of Violation for construction without proper permits.

22          39.     Defendant KIHAGI served me with another OMI in February 2014 ("Second 60-Day  
23 Notice for OMI"). This OMI was particularly intimidating because of what Defendants had been  
24 and were doing to Darcy, and made me realize that no matter how just my case was, Defendants  
25 would spare no expense or tactic to get me out.

26          40.     Defendant KIHAGI's Second 60-Day Notice for OMI, dated February 6, 2014,  
27 falsely stated: "The Owner ANNE KIHAGI owns no other residential properties. Therefore she  
28 owns no other vacant, available, incomparable and comparable units anywhere else to offer you for

1 rent when this Notice expires.” A true and correct copy of the Second 60-Day Notice for OMI is  
2 attached hereto as **Exhibit H**.

3 41. In a supporting declaration, Defendant KIHAGI falsely declared under penalty of  
4 perjury: “I do not own, and my name is not on title to any other real property.” Defendant KIHAGI  
5 further falsely declared under penalty of perjury: “I am a co-member (with others) of a limited  
6 liability company [Defendant XELAN] that owns residential properties in San Francisco at 1000-  
7 1022 Filbert Street and 4020 19th Street.” In fact, based on Defendants’ representations to the San  
8 Francisco Assessor’s Office in claiming an exemption from transfer taxes, Defendant KIHAGI was  
9 not a co-owner of Defendant XELAN, she was the 100% owner of Defendant XELAN. Defendant  
10 KIHAGI further falsely states under penalty of perjury: “At this time, I do not own any other  
11 vacant, available, comparable or incomparable properties anywhere else.” A true and correct copy  
12 of Defendant KIHAGI’s supporting Declaration is appended to **Exhibit H**.

13 42. I later learned that at the time of the filing of the Second 60-Day Notice for OMI  
14 with the Rent Board, Defendant KIHAGI in fact had substantial ownership interest in residential  
15 property in San Francisco, and elsewhere, including the six-unit 19th Street building and the seven-  
16 unit Filbert building, both of which Defendant KIHAGI owned and controlled through her 100 %  
17 ownership and control of Defendant XELAN. I also later learned that by this time, on information  
18 and belief, Defendant KIHAGI had also acquired the six-unit building at 195 Eureka Street  
19 (“Eureka”) through her newly formed entity, Defendant RENKA. A true and correct copy of the  
20 Grant Deed for Eureka is attached hereto as **Exhibit I**. (See also **Exhibits C and D**)

21 43. It is my understanding that San Francisco Administrative Code Section 37.9(a)(8)(iv)  
22 prohibits a landlord from using the OMI process if the landlord owns and controls other residential  
23 property containing available comparable units. Moreover, if a landlord initiates an OMI but a  
24 comparable unit in a property owned and controlled by the landlord becomes available before  
25 recovery of possession of the unit which is the subject of the OMI, the landlord is required to  
26 rescind the OMI-related notice to vacate.

27 44. On information and belief, at the time of the filing of the Second 60-Day Notice for  
28 OMI with the Rent Board, there were one or more vacant and available comparable units in the 19th

1 Street, Filbert, and/or Eureka properties, all owned and controlled by Defendant KIHAGI.  
2 Defendants concealed from me the existence of these properties and their available comparable  
3 units. On information and belief, at the time of the filing of the Second 60-Day Notice for OMI  
4 with the Rent Board, comparable units at the 18th Street property were also available, but were  
5 concealed as such.

6 45. It is my understanding that if a landlord initiates an OMI but a non-comparable unit  
7 in a property owned and controlled by the landlord is available, or becomes available before  
8 recovery of possession of the unit which is the subject of the OMI, the landlord is required to offer  
9 the non-comparable unit to the tenant being displaced by the OMI at the same controlled rent as the  
10 displaced tenant is currently paying with an allowable upward or downward adjustment depending  
11 on condition, size and amenities of the replacement unit.

12 46. On information and belief, at the time of the filing of the Second 60-Day Notice for  
13 OMI with the Rent Board, there were one or more available non-comparable units in the 19th  
14 Street, Filbert and/or Eureka properties, all owned and controlled by Defendant KIHAGI.  
15 Defendants concealed from me the existence of these properties and their available non-comparable  
16 units. On information and belief, at the time of the filing of the Second 60-Day Notice for OMI  
17 with the Rent Board, non-comparable units at the 18th Street property were also available, but were  
18 concealed as such, and were not offered to me.

19 47. In her Declaration supporting the Second 60-Day Notice for OMI, Defendant  
20 KIHAGI claims that she was then living in Unit #6 at the 18th Street property with her sister,  
21 Christine Mwangi aka Defendant C. MWANGI, who was allegedly renting Unit #6 from her. In  
22 fact, Defendants were not living in Unit #6, but rather using it as an office and a crash pad, making  
23 it appear to be unavailable to offer to me as a replacement unit.

24 48. When I did not vacate the unit, Defendant KIHAGI filed an unlawful detainer action  
25 against me in April 2014. On June 24, 2014, in the unlawful detainer action, Defendant KIHAGI  
26 filed with the San Francisco Superior Court a Declaration under penalty of perjury, falsely stating in  
27 pertinent part: "Furthermore, in addition with [sic] complying with the requirements of Section  
28 37.9(a)(8), I also truthfully informed Defendant [me] in the Notice of the following information in

1 writing: ...*(4) A description of all residential properties owned, in whole or in part, by the*  
2 *landlord...for whom possession is being sought.*” [emphasis added] In fact, Defendant KIHAGI  
3 deliberately concealed from me all of the other residential properties she owned and controlled, and  
4 the existence of any comparable or non-comparable units.

5 49. Defendant KIHAGI ultimately lost the unlawful detainer action on summary  
6 judgment, and was ordered to pay \$7,000 to recover my attorney’s fees, which Defendants then  
7 refused to pay. My lawyer had to threaten to sell the building to get them to pay. Still, Defendants  
8 were not deterred from continuing their campaign of harassment, intimidation, and retaliation  
9 against me. I later learned that the Rent Board recorded a Notice of Constraints on Real Property.  
10 A true and correct copy of the Notice of Constraints is attached hereto as **Exhibit J**.

11 50. On June 28, 2014, Defendant KIHAGI served me with a third OMI. (“Third 60-Day  
12 Notice for OMI”). Defendant KIHAGI’s Third 60-Day Notice for OMI, filed with the Rent Board  
13 on July 8, 2014, again falsely stated: “The Owner ANNE KIHAGI owns no other residential  
14 properties. Therefore she owns no other vacant, available, incomparable and comparable units  
15 anywhere else to offer you for rent when this Notice expires.” A true and correct copy of the Third  
16 60-Day Notice for OMI is attached hereto as **Exhibit K**.

17 51. In her supporting declaration, Defendant KIHAGI again falsely declared under  
18 penalty of perjury: “I do not own, and my name is not on title to any other real property.”  
19 Defendant KIHAGI further falsely declared under penalty of perjury: “I am a co-member (with  
20 others) of a limited liability company that owns residential properties in San Francisco at 1000-1022  
21 Filbert Street and 4020 19th Street.” Defendant KIHAGI further falsely states under penalty of  
22 perjury: “At this time, I do not own any other vacant, available, comparable or incomparable  
23 properties anywhere else.” A true and correct copy of Defendant KIHAGI’s supporting Declaration  
24 is appended to **Exhibit K**.

25 52. I later learned that at the time of the filing of the Third 60-Day Notice for OMI with  
26 the Rent Board, Defendant KIHAGI in fact had substantial ownership interest in residential  
27 property in San Francisco, and elsewhere, including the six-unit 19th Street building and the seven-  
28 unit Filbert building, both of which Defendant KIHAGI owned and controlled through her 100 %

1 ownership and control of Defendant XELAN. I later learned that Defendant KIHAGI had also  
2 acquired the six-unit Eureka building and the six-unit building at 1135-1139 Guerrero Street  
3 (“Guerrero”) through Defendant RENKA, which I am informed and believe is owned and  
4 controlled by Defendant KIHAGI. I later learned that Defendant KIHAGI had also acquired a  
5 three-unit building at 1376-1378 Alabama Street (“Alabama”) through her 100% ownership and  
6 control of her newly created entity, Jambax 2, LLC. True and correct copies of the Grant Deeds for  
7 the Guerrero and Alabama properties are attached hereto as **Exhibits L and M**, respectively. (See  
8 also **Exhibits C, D and I**)

9 53. It is my understanding that San Francisco Administrative Code Section 37.9(a)(8)(iv)  
10 prohibits a landlord from using the OMI process if the landlord owns and controls other residential  
11 property containing available comparable units. Moreover, if a landlord initiates an OMI but a  
12 comparable unit in a property owned and controlled by the landlord becomes available before  
13 recovery of possession of the unit which is the subject of the OMI, the landlord is required to  
14 rescind the OMI-related notice to vacate.

15 54. On information and belief, at the time of the filing of the Third 60-Day Notice for  
16 OMI with the Rent Board, there were one or more vacant and available comparable units in the 19th  
17 Street, Filbert, Eureka and/or Alabama properties, all owned and controlled by Defendant KIHAGI.  
18 Defendants concealed from me the existence of these properties and their available comparable  
19 units. On information and belief, at the time of the filing of the Third 60-Day Notice for OMI with  
20 the Rent Board, comparable units at the 18th Street property were also available, but were  
21 concealed as such.

22 55. It is my understanding that if a landlord initiates an OMI but a non-comparable unit  
23 in a property owned and controlled by the landlord is available, or becomes available before  
24 recovery of possession of the unit which is the subject of the OMI, the landlord is required to offer  
25 the non-comparable unit to the tenant being displaced by the OMI at the same controlled rent as the  
26 displaced tenant is currently paying with an allowable upward or downward adjustment depending  
27 on condition, size and amenities of the replacement unit.

28

1           56.     On information and belief, at the time of the filing of the Third 60-Day Notice for  
2 OMI with the Rent Board, there were one or more available non-comparable units in the 19th  
3 Street, Filbert, Eureka, and/or Alabama properties, all owned and controlled by Defendant KIHAGI.  
4 Defendants concealed from me the existence of these properties and their available non-comparable  
5 units. On information and belief, at the time of the filing of the Third 60-Day Notice for OMI with  
6 the Rent Board, non-comparable units at the 18th Street property were also available, but were  
7 concealed as such, and were not offered to me.

8           57.     In her Declaration supporting the Third 60-Day Notice for OMI, Defendant KIHAGI  
9 stated: “For the last three months, I have been living with my sister, Christine Johnson, in Unit #6  
10 in my building at 3947 18th Street, and she rents Unit #6 from me.” On information and belief,  
11 Defendant KIHAGI’s alleged sister Christine Johnson is the same person as Defendant Christine  
12 Mwangi (Defendant “C. MWANGI”).

13           58.     The Third 60-Day Notice for OMI states: “The Owner intends to use, occupy and  
14 reside at the Subject Property as her principal residence, for a period of at least 36 continuous  
15 months, and will move into the Subject Property within three months of the date that you actually  
16 vacate the unit, or after a renovation of the Subject Property and when it is ready for occupancy. In  
17 the event the Owner needs more than three months to renovate and occupy the Subject Property, the  
18 Owner will properly contact you and the Rent Board regarding the additional time.”

19           59.     Exhausted and depleted from the seemingly endless battle with Defendants, and  
20 lacking the financial resources to continue, I surrendered Unit 5 on August 27, 2014. Following my  
21 surrender, Defendants then inquired of my attorney whether I would be willing to accept a buyout  
22 so Defendant KIHAGI would not be required to live in the unit. I declined to accept the buyout.

23           60     I later learned that a Notice of Constraints on Real Property was recorded against  
24 title to Unit 5. The Notice of Constraints on Real Property requires Defendant KIHAGI to reside in  
25 this unit as her primary residence until June 28, 2017—three years from the date of service of the  
26 Third OMI. A true and correct copy of the Notice of Constraints on Real Property is attached  
27 hereto as **Exhibit N**.

1           61.    On information and belief, to date, nearly one year after I vacated Unit 5, Defendant  
2 KIHAGI has not moved in to Unit 5 and made it her primary residence. Contrary to the  
3 representations made in the Third OMI, Defendant KIHAGI has never contacted me to inform me  
4 or to my knowledge, the Rent Board, regarding needing additional time to move in.

5           62.    I later learned that on September 14, 2014, after successfully evicting me and Darcy,  
6 Defendant KIHAGI transferred title to 18th Street to her newly created entity, Defendant NOZARI.  
7 In documentation filed with the San Francisco Assessor/Recorder's Office, Defendant KIHAGI  
8 claimed to be exempt from transfer tax because she was the sole member (100% owner) of  
9 Defendant NOZARI, and the percentage ownership would be exactly the same before and after the  
10 transfer. A true and correct copy of the Grant Deed is attached hereto as **Exhibit O**.

11           63.    Despite the various representations and declarations made by Defendants that  
12 Defendant KIHAGI's alleged sister, Christine Johnson aka Christine Mwangi aka Defendant C.  
13 MWANGI was renting Unit 6 at the 18th Street property, and that Defendant KIHAGI herself was  
14 living there, I believe that neither Defendant C. MWANGI or Defendant KIHAGI lived there during  
15 or after my tenancy, and that Defendant KIHAGI has only used Unit 6 as an office.

16           64.    Being evicted from my home has been a terrible experience, causing me to feel  
17 helpless, anxious, and unstable. I had trouble sleeping. I was very stressed out. I took time off of  
18 work. I now live in a darker unit without views, for which I pay \$2,750, more than \$1,000 per  
19 month than I used to pay. I miss my home, and the peace and enjoyment I knew there prior to  
20 Defendant buying the building and terrorizing the tenants.

21  
22                   I declare under penalty of perjury that the foregoing is true and correct. Executed in  
23 San Francisco, California.

24  
25 DATED:

11/18/2015

  
KELLY KIMBALL  
Former tenant of 3947 18th St, #5

1 **PROOF OF SERVICE**

2 I, MORRIS ALLEN, declare as follows:

3 I am a citizen of the United States, over the age of eighteen years and not a party to the  
4 above-entitled action. I am employed at the City Attorney's Office of San Francisco, Fox Plaza  
Building, 1390 Market Street, Sixth Floor, San Francisco, CA 94102.

5 On December 1, 2015, I served the following document(s):

6 **DECLARATION OF KELLY KIMBALL IN SUPPORT OF PRELIMINARY INJUNCTION**  
7 **WITH EXHIBITS A THROUGH O**

8 on the following persons at the locations specified:

9 Aleksandr A. Volkov, Esq.  
211 Gough Street, Suite 116  
San Francisco, CA 94102  
E-mail: alex@volf.com  
10 VIA PERSONAL DELIVERY AND  
11 ELECTRONIC SERVICE

Julie N. Nong, Esq.  
NT Law  
2600 W. Olive Avenue, Fifth Floor #647  
Burbank, CA 91505  
E-mail: julienong@ntlawgroup.com  
VIA ELECTRONIC SERVICE

12 in the manner indicated below:

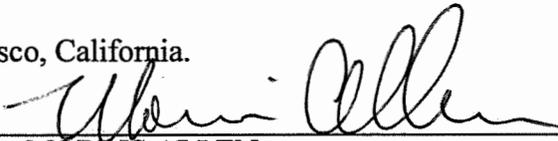
13  **BY PERSONAL SERVICE:** I sealed true and correct copies of the above documents in addressed  
envelope(s) and caused such envelope(s) to be delivered by hand at the above locations by a professional  
14 messenger service. A declaration from the messenger who made the delivery  is attached or  will  
be filed separately with the court.

15  **BY OVERNIGHT DELIVERY:** I sealed true and correct copies of the above documents in addressed  
envelope(s) and placed them at my workplace for collection and delivery by overnight courier service. I am  
16 readily familiar with the practices of the San Francisco City Attorney's Office for sending overnight deliveries.  
17 In the ordinary course of business, the sealed envelope(s) that I placed for collection would be collected by a  
courier the same day.

18  **BY ELECTRONIC MAIL:** Based on a court order or an agreement of the parties to accept electronic  
19 service, I caused the documents to be served electronically through File & ServeXpress in portable document  
format ("PDF") Adobe Acrobat.

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

22 Executed December 1, 2015, at San Francisco, California.

23   
24 MORRIS ALLEN

**INDEX TO EXHIBITS**

<b><u>Exhibit</u></b>	<b><u>Description</u></b>
A	Grant Deed re 3947 18th Street from Xelan Prop I, LLC, a California Limited Company, to Anne Kihagi, a single woman, recorded as Doc 2013-J718772-00 in Reel K958 at Image 358 August 5, 2013
B	60 Day Notice of Termination of Tenancy to Kelly Kimball from Daniel Bornstein, Esq., re 3947 18th Street #5, received by Rent Board August 21, 2013
C	Grant Deed re 4018-4022 19th Street from Robert Alan Simpson and Mary L. Simpson, husband and wife, to Xelan Prop 1, LLC, a California limited liability company, recorded as Doc 2013-J697775-00 in Reel K928 at Image 304 on June 28, 2013
D	Grant Deed re 1000-1022 Filbert St., from Catherine A. Mathews, et al., to Xelan Prop 1, LLC, a California limited liability company, recorded as Doc 2013-J729296-00 in Reel K960 at Image 85, on August 14, 2013
E	60 Day Notice of Termination of Tenancy to Darcy Harris from Daniel Bornstein re 3947 18th Street #1 received by Rent Board August 21, 2013
F	Notice of Constraints on Real Property requested by Residential Rent Stabilization & Arbitration Board re 3947 18th Street, Unit 1, recorded as Doc 2013-J783175-00 in Reel L23 at Image 563 on November 13, 2013
G	Notice of Constraints on Real Property requested by Residential Rent Stabilization & Arbitration Board re 3947 18th Street, Unit 5, recorded as Doc 2013-J783176-00 in Reel L23 at Image 564 on November 13, 2013
H	Sixty Day Notice of Termination of Tenancy to Kelly Kimball re 3947 18th Street, Unit 5, received by Rent Board February 21, 2014
I	Grant Deed re 195 Eureka Street from Joerg Beckert, et al., to Renka Prop LLC, a California limited liability company, recorded as Doc 2013-J810099-00 in Reel L52 at Image 4, on December 27, 2013
J	Notice of Constraints on Real Property requested by Residential Rent Stabilization & Arbitration Board re 3947 18th Street, Unit 5, recorded as Doc 2014-J887621-00 on May 27, 2014
K	Amended Sixty Day Notice of Termination of Tenancy to Kelly Kimball re 3947 18th Street, Unit 5, received by Rent Board July 8, 2014
L	Grant Deed re 1135-1139 Guerrero Street from Gerardo Valdivieso, an unmarried man, and Julio Valdivieso, an unmarried man, to Renka Prop LLC, a California limited liability company, recorded as Doc 2014-J894648-00 June 13, 2014
M	Grant Deed re 1378-1382 Alabama St. from Louisa Varela, Trustee, to Anne Kihagi, an unmarried woman as her separate estate, recorded as Doc 2014-J862113-00 on April 10, 2014, and Grant Deed from Anne Kihagi to Jambax 2, LLC, a California Limited Liability Company, 2014-J873851-00, May 5, 2014

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N Notice of Constraints on Real Property requested by Residential Rent  
Stabilization & Arbitration Board re 3947 18th Street, Unit 5, recorded as Doc  
2014-J957404-00 October 2, 2014

O Grant Deed re 3947 18th Street, from Anne Kihagi to Nozari 2, LLC, a California  
Limited Company recorded as Doc 2014-J954485-00 September 24, 2014

# EXHIBIT A

Recording Requested By

AND WHEN RECORDED MAIL TO:

Name Anne Kihagi  
Street Address PO Box 691889  
City & State LOS ANGELES, CA 90069



San Francisco Assessor-Recorder  
Carmen Chu, Assessor-Recorder  
DOC- 2013-J718772-00

Check Number 14332  
Monday, AUG 05, 2013 15:24:15  
Ttl Pd \$21.00 Rpt # 0004751939  
REEL K953 IMAGE 0358  
afn/HA/1-2

SCALE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

Assessor Lot 086; Block 3584  
3947 18<sup>th</sup> Street, San Francisco, Ca 94114

*Handwritten initials: J, M, C*

The undersigned grantor (s) declare (s):  
Documentary transfer tax is \$

City transfer tax is \$ -0- (Zero) *RET 119256d*

- ( ) computed on full value of property conveyed, or
- ( ) computed on full value less value of liens and encumbrances remaining at time of sale.
- ( ) Unincorporated area: ( X ) City of San Francisco, and

*Grantors + Grantees are co-partners of the same partnership whose proportional interest will decrease in some following the transfer.*

Xelan Prop 1, LLC, a California Limited Company  
hereby GRANT(s), Anne Kihagi, a single woman

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

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT " A " AND MADE A PART HEREOF

Dated July 30, 2013

STATE OF CALIFORNIA,

COUNTY OF Los Angeles )  
SS.

On Aug. 2, 2013 before me,

S. Alvarez, Notary Public, personally appeared

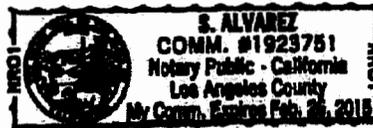
Anne Kihagi

Anne Kihagi, Manager  
Xelan Prop 1, LLC, a California Limited Company  
By Anne Kihagi, Managing Member

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 [Signature]

(This area for official notarial seal)

MAIL TAX SAME AS ABOVE

**ORDER NO.**

**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 Southerly line of 18th Street, distant thereon 280 feet Easterly from the Easterly line of Noe Street; running thence Easterly along the said Southerly line of 18th Street 25 feet; thence at a right angle Southerly 114 feet; thence at a right angle Westerly 25 feet; and thence at a right angle Northerly 114 feet to the Southerly line of 18th Street and the point of beginning.

Being a portion of Mission Block No. 106.

Assessor's Lot 086; Block 3584

# EXHIBIT B

Daniel Bornstein, Esq. (SBN 169159)  
Bornstein & Bornstein  
507 Polk Street, Suite 410  
San Francisco, CA 94102  
Telephone: (415) 409-7611  
Attorneys for: Anne Kihagi

RECEIVED  
2018 MAR 21 PM 12:11  
S.F. REFORMATORY INM  
STATE OF CALIFORNIA  
RECEIVED

## 60 DAY NOTICE OF TERMINATION OF TENANCY

TO: Kelly Kimball, Does 1 to 20, and any other occupant(s) claiming the right to possession of:

3947 18<sup>th</sup> Street, #5

City and County of San Francisco, State of California, ZIP: 94114  
including all garage(s), storage and common areas

NOTICE IS HEREBY GIVEN that pursuant to Civil Code §1946, San Francisco Administrative Code §37.9(a)(8), your tenancy of the aforesaid premises is terminated sixty (60) days after service of this notice upon you (excluding the date of service). Rent will be due on a pro rata basis through the last day of the notice period if that day does not coincide with the end of a rental period.

Possession of the aforesaid premises is sought pursuant to San Francisco Administrative Code §37.9(a)(8). The landlord of the aforesaid premises, Anne Kihagi, seeks to recover possession in good faith, without ulterior reasons and with honest intent for use as her principal place of residence for a period of at least 36 continuous months.

Pursuant to the Rules and Regulations of the San Francisco Residential Rent Stabilization and Arbitration Board §12.14, San Francisco Administrative Code §37.9B and San Francisco Administrative Code §37.9C, you are also notified that:

(1) Anne Kihagi, a single woman, is the sole owner of record, with a recorded 100% undivided ownership interest, of the above-referenced property.

(2) The deed by which Anne Kihagi holds her current percentage of ownership was duly recorded on August 5, 2013.

Pursuant to San Francisco Administrative Code §37.9B and San Francisco Administrative Code §37.9C, a copy of each is attached hereto and incorporated by this reference as though fully stated herein, you are also notified that:

(1) Anne Kihagi is currently staying with a friend at her friend's home, specifically, [REDACTED] San Francisco, CA.

(2) Anne Kihagi, a single woman, is the sole owner of record, with a recorded 100% undivided ownership interest, of the following residential property: 3947 18<sup>th</sup> Street, #1, San Francisco, CA; 3947 18<sup>th</sup> Street, #2, San Francisco, CA; 3947 18<sup>th</sup> Street, #3, San Francisco, CA; 3947 18<sup>th</sup> Street, #4, San Francisco, CA; 3947 18<sup>th</sup> Street, #5, San Francisco, CA; 3947 18<sup>th</sup> Street, #6, San Francisco, CA. Anne Kihagi has no ownership interest in any other residential property.

(3) Pursuant to San Francisco Administrative Code §37.9(a)(8)(iv), you are further informed that if a comparable unit owned by the landlord becomes vacant and available before the recovery of possession, the landlords shall rescind the notice to vacate. If a non-comparable unit becomes available before the recovery of possession, the landlords shall offer that unit to the tenant at a rent based on the rent that the tenant is paying, with upward or downward adjustments allowed based upon the condition, size, and other amenities of the replacement unit. Be advised that the following two furnished units within the subject building are currently available for rent and are hereby offered to you as follows: 3947 18<sup>th</sup> Street, #3, San Francisco, CA, is hereby offered to you at the rate of \$4,250.00 per month; and 3947 18<sup>th</sup> Street, #4, San Francisco, CA, is hereby offered to you at the rate of \$4,250.00 per month.

**60 Day Notice of Termination of Tenancy**  
**3947 18<sup>th</sup> Street, #5, San Francisco, CA**

(4) The current monthly rent for 3947 18<sup>th</sup> Street, #5, San Francisco, CA, is \$1,626.61. In the event the subject premises are no longer occupied by Anne Kihagi as her principal place of residence within the 36 month period following the expiration of the notice and if offered for rent within that 36 month period, you have the right to re-rent the subject premises at the same rent adjusted by San Francisco Administrative Code §37.9B(a).

(5) Pursuant to San Francisco Administrative Code §37.9C(e)(1), and as increased effective March 1, 2013 pursuant to San Francisco Administrative Code §37.9C(e)(3), each eligible tenant who has resided 3947 18<sup>th</sup> Street, #5, San Francisco, CA, for 12 or more months is entitled to receive relocation costs from the landlord in the amount of \$5,207.00, per tenant, with a cap of \$15,621.00 per unit, as follows: \$2,603.50 per tenant for relocation costs upon service of this notice, and \$2,603.50 per tenant when the unit is vacated.

(6) Pursuant to San Francisco Administrative Code §37.9(i), you have 30 days in which to invoke its protections by serving a statement and any supporting evidence on the landlord's authorized agent, Daniel Bornstein, Esq., by US mail or hand delivery that you are claiming to be a member of the classes protected. The protected classes are those persons 60 years or older who have been living in the subject premises for 10 or more years or are disabled as defined by San Francisco Administrative Code §37.9(i)1(b)i, and have been living in the subject premises for 10 years or more, or are catastrophically ill as defined by San Francisco Administrative Code §37.9(i)1(b)ii, and have been living in the subject premises for 5 years or more.

Service of your statement and any supporting evidence on the landlord shall be complete on the date on which a mailed statement and evidence is either postmarked or hand delivered to Daniel Bornstein, Esq., the landlord's authorized agent who is authorized to receive same at Bornstein & Bornstein, 507 Polk Street, Suite 410, San Francisco, CA 94102. Your failure to serve a statement on the landlord's authorized agent within the 30 day period shall be deemed an admission that you are not a member of a protected class.

(7) Pursuant to San Francisco Administrative Code §37.9(j), it shall be a defense to an eviction under §37.9(a)(8) if any tenant in the subject unit has a custodial or family relationship with a child under the age of 18 who is residing in the unit, the tenant with such a relationship has resided in the unit for 12 or more months, and the effective date of the notice of termination falls during the school year. The term "school year" as used in this §37.9(j) means the first day of instruction for the Fall Semester through the last day of instruction for the Spring Semester, as posted on the San Francisco Unified School District website for each year.

The foregoing provision §37.9(j)(1) shall not apply where there is only one rental unit owned by the landlord in the building, or where the owner who will move into the unit pursuant to a §37.9(a)(8) eviction has a custodial or family relationship with a child under the age of 18 who will reside in the unit with the owner.

Within 30 days of personal service by the landlord of a written request, or, at the landlord's option, a notice of termination of tenancy under §37.9(a)(8), the tenant must submit a statement with supporting evidence to the landlord, if the tenant claims to be a member of the class protected from eviction by §37.9(j). The landlord's written request or notice shall contain a warning that a tenant's failure to submit a statement within the 30 day period shall be deemed an admission that the tenant is not protected from eviction by §37.9(j). The landlord shall file a copy of the landlord's request or notice with the Rent Board within 10 days of service on the tenant. A tenant's failure to submit a statement within the 30 day period shall be deemed an admission that the tenant is not protected from eviction by §37.9(j).

A landlord may challenge a tenant's claim of protected status either by requesting a hearing with the Rent Board or, at the landlord's option, through commencement of eviction proceedings, including service of a notice of termination of tenancy. In the Rent Board hearing or the eviction action, the tenant shall have the burden of proof to show protected status. No civil or criminal liability under §37.9(e) or (f) shall be imposed upon a landlord for either requesting or challenging a tenant's claim of protected status.

**60 Day Notice of Termination of Tenancy**  
**3947 18<sup>th</sup> Street, #5, San Francisco, CA**

For purposes of this §37.9(j), the term "custodial relationship" means that the person is a legal guardian of the child, or has a court-recognized caregiver authorization affidavit for the child, or that the person has provided full-time custodial care of the child pursuant to an agreement with the child's legal guardian or court-recognized caregiver and has been providing that care for at least one year or half of the child's lifetime, whichever is less. The term "family relationship" means that the person is the parent, grandparent, brother, sister, aunt or uncle of the child, or the spouse or domestic partner of such relations.

(8) Each eligible tenant who is 60 years of age or older or who is disabled as defined by Cal. Government Code §12955.3, and each household with at least one eligible tenant and at least one minor child is entitled to receive an additional relocation payment of \$3,472.00, pursuant to San Francisco Administrative Code §37.9C(e)(2), and as increased effective March 1, 2013 pursuant to San Francisco Administrative Code §37.9C(e)(3). This additional relocation amount shall be paid as follows: \$1,736.00 within fifteen calendar days of the landlord's receipt of written notice from the eligible tenant of his/her entitlement to the relocation payment along with supporting evidence, and \$1,736.00 when the eligible tenant vacates the unit.

If you have not vacated the subject premises as of 60 days from the date of service of this notice upon you, a lawsuit will be brought against you for possession of said premises. In such an event, you may be liable for unpaid rent, damages, statutory penalties and costs of suit which may include attorneys' fees.

Pursuant to San Francisco Administrative Code §37.9(a)(8), the facts described above constitute grounds for recovery of possession of your rental unit by the owner.

This notice is given in good faith and without ulterior motives and with honest intent as required by San Francisco Administrative Code §37.9(c).

Your rent for the premises is due and payable up to and including the date of termination of your tenancy pursuant to the notice.

Be advised that you have the legal right to request an initial inspection of your unit and be present during the inspection. The purpose of this inspection is to allow you the opportunity to correct any deficiencies in the unit in order to avoid deductions from the security deposit. Please contact the owner to request an initial inspection.

State law permits former tenants to reclaim abandoned personal property left at the former address of the tenant, subject to certain conditions. You may or may not be able to reclaim property without incurring additional costs, depending on the cost of storing the property and the length of time before it is reclaimed. In general, these costs will be lower the sooner you contact your former landlord and after being notified that property belonging to you was left behind after you moved out.

You are hereby notified that advice regarding this notice is available from the Residential Rent Stabilization and Arbitration Board of the City and County of San Francisco, 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. **This notice supersedes prior notice(s).**

August 15, 2013

  
\_\_\_\_\_  
Daniel Bornstein, Esq.  
Bornstein & Bornstein  
Landlord's Attorneys & Duly Authorized Agent

cc: SF Rent Board  
enc: Bornstein Check # 3517 (\$2,603.50)

San Francisco Administrative Code Sec. 37.9B

Tenant Rights In Evictions Under Section 37.9(a)(8).

[Added by Ord. No. 293-98 effective November 1, 1998]

(a) Any rental unit which a tenant vacates after receiving a notice to quit based on Section 37.9(a)(8), and which is subsequently no longer occupied as a principal residence by the landlord or the landlord's grandparent, parent, child, grandchild, brother, sister, or the landlord's spouse, or the spouses of such relations must, if offered for rent during the three-year period following service of the notice to quit under Section 37.9(a)(8), be rented in good faith at a rent not greater than that which would have been the rent had the tenant who had been required to vacate remained in continuous occupancy and the rental unit remained subject to this Chapter. If it is asserted that a rent increase could have taken place during the occupancy of the rental unit by the landlord if the rental unit had been subjected to this Chapter, the landlord shall bear the burden of proving that the rent could have been legally increased during that period. If it is asserted that the increase is based in whole or in part upon any grounds other than that set forth in Section 37.3(a)(1), the landlord must petition the Rent Board pursuant to the procedures of this Chapter. Displaced tenants shall be entitled to participate in and present evidence at any hearing held on such a petition. Tenants displaced pursuant to Section 37.9(a)(8) shall make all reasonable efforts to keep the Rent Board apprised of their current address. The Rent Board shall provide notice of any proceedings before the Rent Board to the displaced tenant at the last address provided by the tenant. No increase shall be allowed on account of any expense incurred in connection with the displacement of the tenant.

(b) Any landlord who, within three years of the date of service of the notice to quit, offers for rent or lease any unit in the which possession was recovered pursuant to Section 37.9(a)(8) shall first offer the unit for rent or lease to the tenants displaced in the same manner as provided for in Sections 37.9A(c) and (d).

(c) In addition to complying with the requirements of Section 37.9(a)(8), an owner who endeavors to recover possession under Section 37.9(a)(8) shall inform the tenant of the following information in writing and file a copy with the Rent Board within 10 days of the service of the notice to vacate, together with a copy of the notice to vacate and proof of service upon the tenant;

(1) The identity and percentage of ownership of all persons holding a full or partial percentage ownership in the property;

(2) The dates the percentages of ownership were recorded;

(3) The name(s) of the landlord endeavoring to recover possession and, if applicable, the names(s) and relationship of the relative(s) for whom possession is being sought and a description of the current residence of the landlord or relative(s);

(4) A description of all residential properties owned, in whole or in part, by the landlord and, if applicable, a description of all residential properties owned, in whole or in part, by the landlord's grandparent, parent, child, grandchild, brother, or sister for whom possession is being sought;

(5) The current rent for the unit and a statement that the tenant has the right to re-rent the unit at the same rent, as adjusted by Section 37.9B(a) above;

(6) The contents of Section 37.9B, by providing a copy of same; and

(7) The right the tenant(s) may have to relocation costs and the amount of those relocation costs.

(d) The landlord shall pay relocation expenses as provide in Section 37.9C.

(e) Within 30 days after the effective date of a written notice to vacate that is filed with the Board under Section 37.9B(c) the Board shall record a notice of constraints with the County Recorder identifying each unit on the property that is the subject of the Section 37.9B(c) notice to vacate, stating the nature and dates of applicable restrictions under Section 37.9(a)(8) and 37.9B. If a notice of constraints is recorded but the tenant does not vacate the unit, the landlord may apply to the Board for a rescission of the recorded notice of constraints.

San Francisco Administrative Code Sec. 37.9C

Tenant Rights To Relocation for No-Fault Evictions

[Added by Proposition H, effective December 22, 2006]

(a) Definitions.

(1) Covered No-Fault Eviction Notice. For purposes of this section 37.9C, a Covered No-Fault Eviction Notice shall mean a notice to quit based upon Section 37.9(a)(8), (10), (11), or (12).

2) Eligible Tenant. For purposes of this section 37.9C, an Eligible Tenant shall mean any authorized occupant of a rental unit, regardless of age, who has resided in the unit for 12 or more months.

(b) Each Eligible Tenant who receives a Covered No-Fault Eviction Notice, in addition to all rights under any other provision of law, shall be entitled to receive relocation expenses from the landlord, in the amounts specified in section 37.9C(e).

(c) On or before the date of service of a Covered No-Fault Eviction Notice, the landlord shall notify all occupant(s) in the unit in writing of the right to receive payment under this section 37.9C and the amount of that relocation and shall provide a copy of section 37.9C. Such notification shall include a statement describing the additional relocation expenses available for Eligible Tenants who are senior or disabled and for households with children. The landlord shall file a copy of this notification with the Rent Board within 10 days after service of the notice, together with a copy of the notice to vacate and proof of service upon the tenant.

(d) A landlord who pays relocation expenses as required by this section in conjunction with a notice to quit need not pay relocation expenses with any further notices to quit based upon the same just cause under Section 37.9(a) for the same unit that are served within 180 days of the notice that included the required relocation payment. The relocation expenses contained herein are separate from any security or other refundable deposits as defined in California Code Section 1950.5. Further, payment or acceptance of relocation expenses shall not operate as a waiver of any rights a tenant may have under law.

(e) Relocation expenses shall be:

(1) Each Eligible Tenant receiving a Covered No-Fault Eviction Notice shall receive \$4,500, \$2,250 of which shall be paid at the time of the service of the notice to quit, and \$2,250 of which shall be paid when the unit is vacated. In no case, however, shall the landlord be obligated under this section 37.9C(e)(1) to provide more than \$13,500 in relocation expenses to all Eligible Tenants in the same unit.

(2) In addition, each Eligible Tenant who is 60 years of age or older or who is disabled within the meaning of Section 12955.3 of the California Government Code, and each household with at least one Eligible Tenant and at least one child under the age of 18 years, shall be entitled to receive an additional payment of \$3,000.00, \$1,500.00 of which shall be paid within fifteen (15) calendar days of the landlord's receipt of written notice from the Eligible Tenant of entitlement to the relocation payment along with supporting evidence, and \$1,500 of which shall be paid when the Eligible Tenant vacates the unit. Within 30 days after notification to the landlord of a claim of entitlement to additional relocation expenses because of disability, age, or having children in the household, the landlord shall give written notice to the Rent Board of the claim for additional relocation assistance and whether or not the landlord disputes the claim.

(3) Commencing March 1, 2007, these relocation expenses, including the maximum relocation expenses per unit, shall increase annually, rounded to the nearest dollar, at the rate of increase in the "rent of primary residence" expenditure category of the Consumer Price Index (CPI) for All Urban Consumers in the San Francisco-Oakland-San Jose Region for the preceding calendar year, as that data is made available by the United States Department of Labor and published by the Board.

(f) The provisions of this Ordinance shall apply to all notices to quit served on or after August 10, 2006.

San Francisco Administrative Code Sec. 37.9C

Tenant Rights To Relocation for No-Fault Evictions

[Added by Proposition H, effective December 22, 2006]

Increased Relocation Payment Amounts in Effect on 3/1/13

Pursuant to Rent Ordinance section 37.9A(e)(3)(D) for Ellis evictions and section 37.9C(e)(3) for evictions for owner/relative move-in (OMI), demolition, temporary capital improvement work, and substantial rehabilitation work, required relocation payments are increased annually on March 1 due to inflation. The increase is calculated on the rate of increase in the "rent of primary residence" expenditure category of the Consumer Price Index (CPI) for All Urban Consumers in the San Francisco-Oakland-San Jose Region for the preceding calendar year. The rate increased from 263.0 for calendar year 2005 to 267.0 for calendar year 2006, or 1.521%. Accordingly, for Ellis notices of intent filed with the Board from March 1, 2013 through February 28, 2014 and for eviction notices for OMI, demolition, temporary capital improvement work, or substantial rehabilitation work served on tenants from March 1, 2013 through February 28, 2014, the following relocation amounts are due:

OMI, demolition, temporary capital improvement, and substantial rehabilitation evictions: \$5,207.00 per eligible tenant (an authorized occupant, regardless of age, who has resided in the unit for 12 or more months) with a cap of \$15,621.00 per unit, with an additional \$3,472.00 for each elderly (60 years or older) or disabled (per California Government Code section 12955.3) tenant or each household with at least one child under the age of 18 years.

3517

THE LAW OFFICES OF  
**BORNSTEIN  
BORNSTEIN**  
CLIENT TRUST ACCOUNT  
507 POLK STREET, SUITE 410  
SAN FRANCISCO, CA 94102-3396  
(415) 409-7611

Bank of America

11-35-1210

8/15/2013

PAY TO THE  
ORDER OF

\*\*\*\*\* Kelly Kimball \*\*\*\*\*

\$ \*\*2,603.50

\*\*\*\*\* Two Thousand Six Hundred Three and 50/100 \*\*\*\*\*

DOLLARS

VOID AFTER 90 DAYS

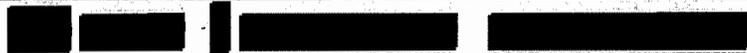
Security features. Details on back.



AUTHORIZED SIGNATURE

Kihagi v Kimball (OMI)

MEMO



DECLARATION OF SERVICE OF NOTICE

Name of Renter(s): KELLY KIMBALL

Name of person served (if other than renter): \_\_\_\_\_

Place of service: 3947 18<sup>th</sup> STREET #5, SF, CA. 94114

Date and Time of service: 8/15/13 AT 1:00 pm

I declare that I served a copy of the 60-DAY NOTICE OF TERMINATION OF TENANCY on the renter(s) named above by:

(Check applicable statement)

Delivering it personally to one or more of the renter(s) named above.

Leaving a copy with the person named above, who is of suitable age and discretion, at the renter(s) premises/business and by sending a copy in a sealed envelope, by first class mail, postage prepaid, addressed to the renter(s) at the premises.

Affixing a copy to the front door of the premises and by sending a copy in a sealed envelope by first class mail, postage prepaid, addressed to the renter(s) at the premises.

I am personally aware of these facts and I am competent to testify thereto as a witness. I declare, under penalty of perjury, that the foregoing is true and correct and that this declaration was executed on the following date and the following place:

DATE: 8/15/13

PLACE: SF, California

RECEIVED  
AUG 21 PM 12:11  
SAN FRANCISCO, CA  
COUNTY OF SAN FRANCISCO  
SUPERIOR COURT

Hualder  
Declarant

KIHAGI

# EXHIBIT C

RECORDING REQUESTED BY:

Old Republic Title Company

Order No.: 0224029224-AN

APN: Lot 018, Block 3583

4018-4022 1925T

When Recorded Mail Document and Tax Statements to:

Xelan Prop I, LLC  
PO Box 691889  
Los Angeles, CA 90069



San Francisco Assessor-Recorder  
Carmen Chu, Assessor-Recorder

DOC- 2013-J697775-00

Acct 4-OLD REPUBLIC Title Company

Friday, JUN 20, 2013 08:00:00

Ttl Pd \$18,740.50 Rept # 0004727554

REEL K928 IMAGE 0304

car/AB/1-2

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

### Grant Deed

The undersigned grantor(s) declare(s):

Documentary Transfer Tax is \$18,712.50

(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,  
Robert Alan Simpson and Mary L. Simpson, husband and wife

hereby GRANT(S) to  
Xelan Prop 1, 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: June 20, 2013

*Robert Alan Simpson*  
Robert Alan Simpson

*Mary L. Simpson*  
Mary L. Simpson

State of California

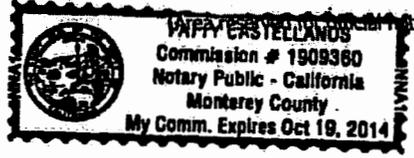
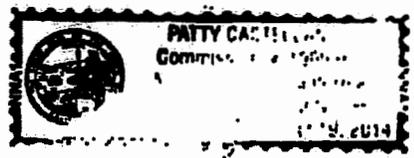
County of Monterey

On 6-21-13 before me, Patty Castellanos, a  
Notary Public, personally appeared Robert Alan Simpson and Mary L. Simpson  
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 *Patty Castellanos*  
Name Patty Castellanos  
(typed or printed)



Grant Deed

MAIL TAX STATEMENTS AS DIRECTED ABOVE

## CERTIFIED COPY

Y900 12/11/11

ORDER NO. : 0224029224-AN

**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 Northerly line of 19<sup>th</sup> Street, distant thereon 83 feet Westerly from the Westerly line of Noe Street; running thence Westerly along said line of 19<sup>th</sup> Street 42 feet; thence at a right angle Northerly 145 feet; thence at a right angle Easterly 42 feet; thence at a right angle Southerly 145 feet to the point of beginning.

**BEING** a portion of Mission Block No. 115,

Assessor's Lot 18; Block 3583

obsplis2 nilstslM

# EXHIBIT D

25

**RECORDING REQUESTED BY:**

Chicago Title Company  
Escrow No.: 12-35515156-MY  
Locata No.: CACTI7738-7738-2355-0035515156  
Title No.: 12-35515156-JM

**When Recorded Mail Document  
and Tax Statement To:**

Xelan Prop 1, LLC  
P.O. Box 691889  
Los Angeles, CA 90069

  
San Francisco Assessor-Recorder  
Carmen Chu, Assessor-Recorder  
**DOC-2013-J729296-00**  
Acct 1-CHICAGO Title Company  
Wednesday, AUG 14, 2013 08:00:00  
Ttl Pgs 22, 715.50      Rpt # 0004764668  
**REEL K960 IMAGE 0085**  
car/MA/1-2

APN: Lot 10, Block 93  
1000-1022 Filbert St.

SPACE ABOVE THIS LINE FOR RECORDER'S  
USE

**GRANT DEED**

The undersigned grantor(s) declare(s)  
Documentary transfer tax is \$22,687.50

[ X ] computed on full value of property conveyed, or  
[   ] computed on full value less value of liens or encumbrances remaining at time of sale,  
[   ] Unincorporated Area      City of San Francisco,

**FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,** Catherine A. Mathews, as Successor Trustee of the Raymond V. Beccio Living Trust, dated June 7, 2000, as to an undivided 1/2 interest; Josephine M. Skinner, by Decree, San Francisco Superior Court Case No. PES-00-280-280219, recorded June 4, 2001, as Instrument No. 2001-G958491-00, Book H-901, Page 0223 of Official Records, as to an undivided 1/2 interest

hereby **GRANT(S)** to Xelan Prop 1, LLC, a California limited liability company  
the following described real property in the City of San Francisco, County of San Francisco, State of California:

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

DATED: August 5, 2013

State of California  
County of SAN MATEO

On AUG 09 2013 before me,  
DENNY S WU, Notary Public  
(here insert name and title of the officer), personally appeared  
CATHERINE A. MATHEWS

Catherine A. Mathews, as Successor Trustee of the  
Raymond V. Beccio Living Trust dated June 7, 2000

By: Catherine A. Mathews, Her  
Catherine A. Mathews, Trustee

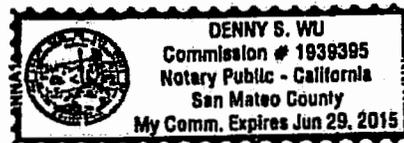
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

Josephine M. Skinner by  
Josephine M. Skinner by Catherine A. Mathews, atty in fact  
Catherine A. Mathews,  
her attorney in fact

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 [Signature] (Seal)



**MAIL TAX STATEMENTS AS DIRECTED ABOVE**

FD-213 (Rev 12/07)  
(grant) (10-03) (Rev. 07-11)

GRANT DEED

**CERTIFIED COPY**

Escrow No.: 12-35515156-MY  
Locate No.: CACTI7738-7738-2355-0035515156  
Title No.: 12-35515156-JM

**EXHIBIT "A"**

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

BEGINNING at a point of intersection of the Northerly line of Filbert Street and the Westerly line of Jones Street; running thence Westerly along said line of Filbert Street 106 feet and 3 inches; thence at a right angle Northerly 52 feet; thence at a right angle Easterly 36 feet and 3 inches; thence at a right angle Southerly 25 feet; thence at a right angle Easterly 70 feet to the Westerly line of Jones Street; thence at a right angle Southerly along said line of Jones Street 27 feet to the point of beginning.

BEING part of 50 Vara Block No. 237.

APN: Lot 10, Block 93

**CERTIFIED COPY**

# EXHIBIT E

Daniel Bornstein, Esq. (SBN 169159)  
Bornstein & Bornstein  
507 Polk Street, Suite 410  
San Francisco, CA 94102  
Telephone: (415) 409-7611  
Attorneys for: Anne Kihagi

RECEIVED  
2013 AUG 21 PM 12:13  
S.F. RESIDENTIAL RENT  
STABILIZATION AND  
ARBITRATION BOARD

## 60 DAY NOTICE OF TERMINATION OF TENANCY

TO: Darcy Harris, Does 1 to 20, and any other occupant(s) claiming the right to possession of:

3947 18<sup>th</sup> Street, #1  
City and County of San Francisco, State of California, ZIP: 94114  
including all garage(s), storage and common areas

NOTICE IS HEREBY GIVEN that pursuant to Civil Code §1946, San Francisco Administrative Code §37.9(a)(8)(ii), your tenancy of the aforesaid premises is terminated sixty (60) days after service of this notice upon you (excluding the date of service). Rent will be due on a pro rata basis through the last day of the notice period if that day does not coincide with the end of a rental period.

Possession of the aforesaid premises is sought pursuant to San Francisco Administrative Code §37.9(a)(8). The landlord of the aforesaid premises, Anne Kihagi, seeks to recover possession in good faith, without ulterior reasons and with honest intent for use as the principal place of residence of her sister, Julia Munene, for a period of at least 36 continuous months. Julia Munene intends in good faith, without ulterior motives and with honest intent to make the premises her principal place of residence for a period of at least 36 continuous months.

Pursuant to the Rules and Regulations of the San Francisco Residential Rent Stabilization and Arbitration Board §12.14, San Francisco Administrative Code §37.9B and San Francisco Administrative Code §37.9C, you are also notified that:

(1) Anne Kihagi, a single woman, is the sole owner of record, with a recorded 100% undivided ownership interest, of the above-referenced property.

(2) The deed by which Anne Kihagi holds her current percentage of ownership was duly recorded on August 5, 2013.

Pursuant to San Francisco Administrative Code §37.9B and San Francisco Administrative Code §37.9C, a copy of each is attached hereto and incorporated by this reference as though fully stated herein, you are also notified that:

(1) Anne Kihagi is currently staying with a friend at her friend's home, specifically, [REDACTED] San Francisco, CA, and she is simultaneously seeking possession of a residential rental unit within the same building in which the above-described premises are located, specifically, 3947 18<sup>th</sup> Street, #5, San Francisco, CA. Julia Munene currently resides at premises which she rents, specifically, [REDACTED] San Francisco, CA.

(2) Anne Kihagi, a single woman, is the sole owner of record, with a recorded 100% undivided ownership interest, of the following residential property: 3947 18<sup>th</sup> Street, #1, San Francisco, CA; 3947 18<sup>th</sup> Street, #2, San Francisco, CA; 3947 18<sup>th</sup> Street, #3, San Francisco, CA; 3947 18<sup>th</sup> Street, #4, San Francisco, CA; 3947 18<sup>th</sup> Street, #5, San Francisco, CA; 3947 18<sup>th</sup> Street, #6, San Francisco, CA. Anne Kihagi has no ownership interest in any other residential property. Julia Munene has no ownership interest in any residential property.

**60 Day Notice of Termination of Tenancy  
3947 18<sup>th</sup> Street, #1, San Francisco, CA**

(3) Pursuant to San Francisco Administrative Code §37.9(a)(8)(iv), you are further informed that if a comparable unit owned by the landlords becomes vacant and available before the recovery of possession, the landlords shall rescind the notice to vacate. If a non-comparable unit becomes available before the recovery of possession, the landlords shall offer that unit to the tenant at a rent based on the rent that the tenant is paying, with upward or downward adjustments allowed based upon the condition, size, and other amenities of the replacement unit. Be advised that the following two furnished units within the subject building are currently available for rent and are hereby offered to you as follows: 3947 18<sup>th</sup> Street, #3, San Francisco, CA, is hereby offered to you at the rate of \$4,250.00 per month; and 3947 18<sup>th</sup> Street, #4, San Francisco, CA, is hereby offered to you at the rate of \$4,250.00 per month.

(4) The current monthly rent for 3947 18<sup>th</sup> Street, #1, San Francisco, CA, is \$1,423.26. In the event the subject premises are no longer occupied by Julia Munene as her principal place of residence within the 36 month period following the expiration of the notice and if offered for rent within that 36 month period, you have the right to re-rent the subject premises at the same rent adjusted by San Francisco Administrative Code §37.9B(a).

(5) Pursuant to San Francisco Administrative Code §37.9C(e)(1), and as increased effective March 1, 2013 pursuant to San Francisco Administrative Code §37.9C(e)(3), each eligible tenant who has resided at 3947 18<sup>th</sup> Street, #1, San Francisco, CA, for 12 or more months is entitled to receive relocation costs from the landlord in the amount of \$5,207.00, per tenant, with a cap of \$15,621.00 per unit, as follows: \$2,603.50 per tenant for relocation costs upon service of this notice, and \$2,603.50 per tenant when the unit is vacated.

(6) Pursuant to San Francisco Administrative Code §37.9(i), you have 30 days in which to invoke its protections by serving a statement and any supporting evidence on the landlord's authorized agent, Daniel Bornstein, Esq., by US mail or hand delivery that you are claiming to be a member of the classes protected. The protected classes are those persons 60 years or older who have been living in the subject premises for 10 or more years or are disabled as defined by San Francisco Administrative Code §37.9(i)1(b)i, and have been living in the subject premises for 10 years or more, or are catastrophically ill as defined by San Francisco Administrative Code §37.9(i)1(b)ii, and have been living in the subject premises for 5 years or more.

Service of your statement and any supporting evidence on the landlord shall be complete on the date on which a mailed statement and evidence is either postmarked or hand delivered to Daniel Bornstein, Esq., the landlord's authorized agent who is authorized to receive same at Bornstein & Bornstein, 507 Polk Street, Suite 410, San Francisco, CA 94102. Your failure to serve a statement on the landlord's authorized agent within the 30 day period shall be deemed an admission that you are not a member of a protected class.

(7) Pursuant to San Francisco Administrative Code §37.9(j), it shall be a defense to an eviction under §37.9(a)(8) if any tenant in the subject unit has a custodial or family relationship with a child under the age of 18 who is residing in the unit, the tenant with such a relationship has resided in the unit for 12 or more months, and the effective date of the notice of termination falls during the school year. The term "school year" as used in this §37.9(j) means the first day of instruction for the Fall Semester through the last day of instruction for the Spring Semester, as posted on the San Francisco Unified School District website for each year.

The foregoing provision §37.9(j)(1) shall not apply where there is only one rental unit owned by the landlord in the building, or where the owner who will move into the unit pursuant to a §37.9(a)(8) eviction has a custodial or family relationship with a child under the age of 18 who will reside in the unit with the owner.

Within 30 days of personal service by the landlord of a written request, or, at the landlord's option, a notice of termination of tenancy under §37.9(a)(8), the tenant must submit a statement with supporting evidence to the landlord, if the tenant claims to be a member of the class protected from eviction by §37.9(j). The landlord's written request or notice shall contain a warning that a tenant's failure to submit a statement within the 30 day period shall be deemed an admission that the tenant is not protected from eviction by §37.9(j). The

**60 Day Notice of Termination of Tenancy**  
**3947 18<sup>th</sup> Street, #1, San Francisco, CA**

landlord shall file a copy of the landlord's request or notice with the Rent Board within 10 days of service on the tenant. A tenant's failure to submit a statement within the 30 day period shall be deemed an admission that the tenant is not protected from eviction by §37.9(j).

A landlord may challenge a tenant's claim of protected status either by requesting a hearing with the Rent Board or, at the landlord's option, through commencement of eviction proceedings, including service of a notice of termination of tenancy. In the Rent Board hearing or the eviction action, the tenant shall have the burden of proof to show protected status. No civil or criminal liability under §37.9(e) or (f) shall be imposed upon a landlord for either requesting or challenging a tenant's claim of protected status.

For purposes of this §37.9(j), the term "custodial relationship" means that the person is a legal guardian of the child, or has a court-recognized caregiver authorization affidavit for the child, or that the person has provided full-time custodial care of the child pursuant to an agreement with the child's legal guardian or court-recognized caregiver and has been providing that care for at least one year or half of the child's lifetime, whichever is less. The term "family relationship" means that the person is the parent, grandparent, brother, sister, aunt or uncle of the child, or the spouse or domestic partner of such relations.

(8) Each eligible tenant who is 60 years of age or older or who is disabled as defined by Cal. Government Code §12955.3, and each household with at least one eligible tenant and at least one minor child is entitled to receive an additional relocation payment of \$3,472.00, pursuant to San Francisco Administrative Code §37.9C(e)(2), and as increased effective March 1, 2013 pursuant to San Francisco Administrative Code §37.9C(e)(3). This additional relocation amount shall be paid as follows: \$1,736.00 within fifteen calendar days of the landlord's receipt of written notice from the eligible tenant of his/her entitlement to the relocation payment along with supporting evidence, and \$1,736.00 when the eligible tenant vacates the unit.

If you have not vacated the subject premises as of 60 days from the date of service of this notice upon you, a lawsuit will be brought against you for possession of said premises. In such an event, you may be liable for unpaid rent, damages, statutory penalties and costs of suit which may include attorneys' fees.

Pursuant to San Francisco Administrative Code §37.9(a)(8), the facts described above constitute grounds for recovery of possession of your rental unit by the owner.

This notice is given in good faith and without ulterior motives and with honest intent as required by San Francisco Administrative Code §37.9(c).

Your rent for the premises is due and payable up to and including the date of termination of your tenancy pursuant to the notice.

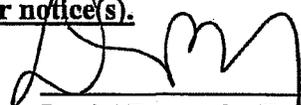
Be advised that you have the legal right to request an initial inspection of your unit and be present during the inspection. The purpose of this inspection is to allow you the opportunity to correct any deficiencies in the unit in order to avoid deductions from the security deposit. Please contact the owner to request an initial inspection.

State law permits former tenants to reclaim abandoned personal property left at the former address of the tenant, subject to certain conditions. You may or may not be able to reclaim property without incurring additional costs, depending on the cost of storing the property and the length of time before it is reclaimed. In general, these costs will be lower the sooner you contact your former landlord and after being notified that property belonging to you was left behind after you moved out.

You are hereby notified that advice regarding this notice is available from the Residential Rent Stabilization and Arbitration Board of the City and County of San Francisco, 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. **This notice supersedes prior notice(s).**

August 16, 2013

cc: SF Rent Board  
enc.: Bornstein Check # 3559 (\$2,603.50)

  
\_\_\_\_\_  
Daniel Bornstein, Esq.  
Bornstein & Bornstein  
Landlord's Attorneys & Duly Authorized Agent

San Francisco Administrative Code Sec. 37.9B

Tenant Rights In Evictions Under Section 37.9(a)(8).

[Added by Ord. No. 293-98 effective November 1, 1998]

(a) Any rental unit which a tenant vacates after receiving a notice to quit based on Section 37.9(a)(8), and which is subsequently no longer occupied as a principal residence by the landlord or the landlord's grandparent, parent, child, grandchild, brother, sister, or the landlord's spouse, or the spouses of such relations must, if offered for rent during the three-year period following service of the notice to quit under Section 37.9(a)(8), be rented in good faith at a rent not greater than that which would have been the rent had the tenant who had been required to vacate remained in continuous occupancy and the rental unit remained subject to this Chapter. If it is asserted that a rent increase could have taken place during the occupancy of the rental unit by the landlord if the rental unit had been subjected to this Chapter, the landlord shall bear the burden of proving that the rent could have been legally increased during that period. If it is asserted that the increase is based in whole or in part upon any grounds other than that set forth in Section 37.3(a)(1), the landlord must petition the Rent Board pursuant to the procedures of this Chapter. Displaced tenants shall be entitled to participate in and present evidence at any hearing held on such a petition. Tenants displaced pursuant to Section 37.9(a)(8) shall make all reasonable efforts to keep the Rent Board apprised of their current address. The Rent Board shall provide notice of any proceedings before the Rent Board to the displaced tenant at the last address provided by the tenant. No increase shall be allowed on account of any expense incurred in connection with the displacement of the tenant.

(b) Any landlord who, within three years of the date of service of the notice to quit, offers for rent or lease any unit in the which possession was recovered pursuant to Section 37.9(a)(8) shall first offer the unit for rent or lease to the tenants displaced in the same manner as provided for in Sections 37.9A(c) and (d).

(c) In addition to complying with the requirements of Section 37.9(a)(8), an owner who endeavors to recover possession under Section 37.9(a)(8) shall inform the tenant of the following information in writing and file a copy with the Rent Board within 10 days of the service of the notice to vacate, together with a copy of the notice to vacate and proof of service upon the tenant;

(1) The identity and percentage of ownership of all persons holding a full or partial percentage ownership in the property;

(2) The dates the percentages of ownership were recorded;

(3) The name(s) of the landlord endeavoring to recover possession and, if applicable, the names(s) and relationship of the relative(s) for whom possession is being sought and a description of the current residence of the landlord or relative(s);

(4) A description of all residential properties owned, in whole or in part, by the landlord and, if applicable, a description of all residential properties owned, in whole or in part, by the landlord's grandparent, parent, child, grandchild, brother, or sister for whom possession is being sought;

(5) The current rent for the unit and a statement that the tenant has the right to re-rent the unit at the same rent, as adjusted by Section 37.9B(a) above;

(6) The contents of Section 37.9B, by providing a copy of same; and

(7) The right the tenant(s) may have to relocation costs and the amount of those relocation costs.

(d) The landlord shall pay relocation expenses as provide in Section 37.9C.

(e) Within 30 days after the effective date of a written notice to vacate that is filed with the Board under Section 37.9B(c) the Board shall record a notice of constraints with the County Recorder identifying each unit on the property that is the subject of the Section 37.9B(c) notice to vacate, stating the nature and dates of applicable restrictions under Section 37.9(a)(8) and 37.9B. If a notice of constraints is recorded but the tenant does not vacate the unit, the landlord may apply to the Board for a rescission of the recorded notice of constraints.

San Francisco Administrative Code Sec. 37.9C

Tenant Rights To Relocation for No-Fault Evictions

[Added by Proposition H, effective December 22, 2006]

(a) Definitions.

(1) Covered No-Fault Eviction Notice. For purposes of this section 37.9C, a Covered No-Fault Eviction Notice shall mean a notice to quit based upon Section 37.9(a)(8), (10), (11), or (12).

2) Eligible Tenant. For purposes of this section 37.9C, an Eligible Tenant shall mean any authorized occupant of a rental unit, regardless of age, who has resided in the unit for 12 or more months.

(b) Each Eligible Tenant who receives a Covered No-Fault Eviction Notice, in addition to all rights under any other provision of law, shall be entitled to receive relocation expenses from the landlord, in the amounts specified in section 37.9C(e).

(c) On or before the date of service of a Covered No-Fault Eviction Notice, the landlord shall notify all occupant(s) in the unit in writing of the right to receive payment under this section 37.9C and the amount of that relocation and shall provide a copy of section 37.9C. Such notification shall include a statement describing the additional relocation expenses available for Eligible Tenants who are senior or disabled and for households with children. The landlord shall file a copy of this notification with the Rent Board within 10 days after service of the notice, together with a copy of the notice to vacate and proof of service upon the tenant.

(d) A landlord who pays relocation expenses as required by this section in conjunction with a notice to quit need not pay relocation expenses with any further notices to quit based upon the same just cause under Section 37.9(a) for the same unit that are served within 180 days of the notice that included the required relocation payment. The relocation expenses contained herein are separate from any security or other refundable deposits as defined in California Code Section 1950.5. Further, payment or acceptance of relocation expenses shall not operate as a waiver of any rights a tenant may have under law.

(e) Relocation expenses shall be:

(1) Each Eligible Tenant receiving a Covered No-Fault Eviction Notice shall receive \$4,500, \$2,250 of which shall be paid at the time of the service of the notice to quit, and \$2,250 of which shall be paid when the unit is vacated. In no case, however, shall the landlord be obligated under this section 37.9C(e)(1) to provide more than \$13,500 in relocation expenses to all Eligible Tenants in the same unit.

(2) In addition, each Eligible Tenant who is 60 years of age or older or who is disabled within the meaning of Section 12955.3 of the California Government Code, and each household with at least one Eligible Tenant and at least one child under the age of 18 years, shall be entitled to receive an additional payment of \$3,000.00, \$1,500.00 of which shall be paid within fifteen (15) calendar days of the landlord's receipt of written notice from the Eligible Tenant of entitlement to the relocation payment along with supporting evidence, and \$1,500 of which shall be paid when the Eligible Tenant vacates the unit. Within 30 days after notification to the landlord of a claim of entitlement to additional relocation expenses because of disability, age, or having children in the household, the landlord shall give written notice to the Rent Board of the claim for additional relocation assistance and whether or not the landlord disputes the claim.

(3) Commencing March 1, 2007, these relocation expenses, including the maximum relocation expenses per unit, shall increase annually, rounded to the nearest dollar, at the rate of increase in the "rent of primary residence" expenditure category of the Consumer Price Index (CPI) for All Urban Consumers in the San Francisco-Oakland-San Jose Region for the preceding calendar year, as that data is made available by the United States Department of Labor and published by the Board.

(f) The provisions of this Ordinance shall apply to all notices to quit served on or after August 10, 2006.

San Francisco Administrative Code Sec. 37.9C

Tenant Rights To Relocation for No-Fault Evictions

[Added by Proposition H, effective December 22, 2006]

**Increased Relocation Payment Amounts in Effect on 3/1/13**

Pursuant to Rent Ordinance section 37.9A(e)(3)(D) for Ellis evictions and section 37.9C(e)(3) for evictions for owner/relative move-in (OMI), demolition, temporary capital improvement work, and substantial rehabilitation work, required relocation payments are increased annually on March 1 due to inflation. The increase is calculated on the rate of increase in the "rent of primary residence" expenditure category of the Consumer Price Index (CPI) for All Urban Consumers in the San Francisco-Oakland-San Jose Region for the preceding calendar year. The rate increased from 263.0 for calendar year 2005 to 267.0 for calendar year 2006, or 1.521%. Accordingly, for Ellis notices of intent filed with the Board from March 1, 2013 through February 28, 2014 and for eviction notices for OMI, demolition, temporary capital improvement work, or substantial rehabilitation work served on tenants from March 1, 2013 through February 28, 2014, the following relocation amounts are due:

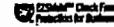
OMI, demolition, temporary capital improvement, and substantial rehabilitation evictions: \$5,207.00 per eligible tenant (an authorized occupant, regardless of age, who has resided in the unit for 12 or more months) with a cap of \$15,621.00 per unit, with an additional \$3,472.00 for each elderly (60 years or older) or disabled (per California Government Code section 12955.3) tenant or each household with at least one child under the age of 18 years.

3559

THE LAW OFFICES OF  
**BORNSTEIN  
BORNSTEIN**  
CLIENT TRUST ACCOUNT  
507 POLK STREET, SUITE 410  
SAN FRANCISCO, CA 94102-3396  
(415) 409-7611

Bank of America 

11-35-1210



8/15/2013

PAY TO THE  
ORDER OF

\*\*\*\*\* Darcy Harris \*\*\*\*\*

\$ \*\*2,603.50

\*\*\*\*\* Two Thousand Six Hundred Three and 50/100 \*\*\*\*\*

DOLLARS

Security features. Details on back.

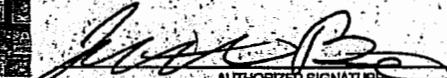
VOID AFTER 90 DAYS



MEMO

Kihagi v. Harris (RMI)



  
AUTHORIZED SIGNATURE



DECLARATION OF SERVICE OF NOTICE

Name of Renter(s): DARCY HARRIS

Name of person served  
(if other than renter): \_\_\_\_\_

Place of service: 3947 18<sup>TH</sup> STREET #1, SF, CA. 94114

Date and Time of service: 8/15/13 AT 12:57 PM

I declare that:  
I served a copy of the 60 DAY NOTICE OF TERMINATION OF

TENANCY on the renter(s) named above by:

(Check applicable statement)

Delivering it personally to one or more of the renter(s) named above.

Leaving a copy with the person named above, who is of suitable age and discretion, at the renter(s) premises/business and by sending a copy in a sealed envelope, by first class mail, postage prepaid, addressed to the renter(s) at the premises.

Affixing a copy to the front door of the premises and by sending a copy in a sealed envelope by first class mail, postage prepaid, addressed to the renter(s) at the premises.

I am personally aware of these facts and I am competent to testify thereto as a witness. I declare, under penalty of perjury, that the foregoing is true and correct and that this declaration was executed on the following date and the following place:

DATE: 8/15/13

PLACE: SF, California

RECEIVED  
2018 AUG 21 PM 12:12  
S.F. RESIDENTIAL  
STATION  
ARCHITECTURAL  
APPROVAL  
APP

[Signature]

Declarant

KIHAGI

# EXHIBIT F

**RECORDING REQUESTED BY:**

City and County of San Francisco  
Residential Rent Stabilization & Arbitration Board  
25 Van Ness Avenue, Suite 320  
San Francisco, CA 94102

**WHEN RECORDED MAIL TO:**

City and County of San Francisco  
Residential Rent Stabilization & Arbitration Board  
25 Van Ness Avenue, Suite 320  
San Francisco, CA 94102



San Francisco Assessor-Recorder  
Carmen Chu, Assessor-Recorder  
**DOC- 2013-J783175-00**

Acct 37-Rent Arbitration Board  
Wednesday, NOV 13, 2013 13:30:05  
Ttl Pd \$0.00 Rcpt # 0004826211  
**REEL L023 IMAGE 0563**  
oma/FT/1-1

**NOTICE OF CONSTRAINTS ON REAL PROPERTY**

(to be recorded by the Rent Board)

Pursuant to San Francisco Administrative Code Chapter 37, Section 37.9B, constraints on re-rental apply to a rental unit which a tenant vacates after receiving a notice to quit based on Section 37.9(a)(8) of the San Francisco Rent Ordinance.

The real property where the rental unit is located is specifically described as:

Block: 3584

Lot: 086

Name of Owner(s): Anne Kihagi

The constraints apply to the following rental unit:

Address: 3947 18<sup>th</sup> Street, Unit #1, San Francisco, CA 94114

The date of service of the notice to quit was August 15, 2013

The constraints set forth in San Francisco Administrative Code Sections 37.9B(a) and 37.9B(b) apply to the rental unit until: August 15, 2016. (Three years from date of service of notice to quit)

**THE TERMS AND OBLIGATIONS AS NAMED IN THIS DOCUMENT WILL TERMINATE AUTOMATICALLY, WITHOUT THE NECESSITY OF ANY RECORDED TERMINATION AFTER August 15, 2016.**

  
Delene Wolf, Executive Director  
San Francisco Residential Rent Stabilization and Arbitration Board

# EXHIBIT G

**RECORDING REQUESTED BY:**

City and County of San Francisco  
Residential Rent Stabilization & Arbitration Board  
25 Van Ness Avenue, Suite 320  
San Francisco, CA 94102

**WHEN RECORDED MAIL TO:**

City and County of San Francisco  
Residential Rent Stabilization & Arbitration Board  
25 Van Ness Avenue, Suite 320  
San Francisco, CA 94102



San Francisco Assessor-Recorder  
Carmen Chu, Assessor-Recorder  
**DOC- 2013-J783176-00**

Acct 37-Rent Arbitration Board  
Wednesday, NOV 13, 2013 13:30:05  
Ttl Pd \$0.00 Rcpt # 0004826212  
**REEL L023 IMAGE 0564**  
oma/FT/1-1

**NOTICE OF CONSTRAINTS ON REAL PROPERTY**

(to be recorded by the Rent Board)

Pursuant to San Francisco Administrative Code Chapter 37, Section 37.9B, constraints on re-rental apply to a rental unit which a tenant vacates after receiving a notice to quit based on Section 37.9(a)(8) of the San Francisco Rent Ordinance.

The real property where the rental unit is located is specifically described as:

Block: 3584

Lot: 086

Name of Owner(s): Anne Kihagi

The constraints apply to the following rental unit:

Address: 3947 18<sup>th</sup> Street, Unit #5, San Francisco, CA 94114

The date of service of the notice to quit was August 15, 2013

The constraints set forth in San Francisco Administrative Code Sections 37.9B(a) and 37.9B(b) apply to the rental unit until: August 15, 2016. (Three years from date of service of notice to quit)

**THE TERMS AND OBLIGATIONS AS NAMED IN THIS DOCUMENT WILL TERMINATE AUTOMATICALLY, WITHOUT THE NECESSITY OF ANY RECORDED TERMINATION AFTER August 15, 2016.**

Delene Wolf, Executive Director  
San Francisco Residential Rent Stabilization and Arbitration Board

# EXHIBIT H

RECEIVED

2014 FEB 21 PM 1:28

S.F. RESIDENTIAL REPAIR, STABILIZATION AND ARBITRATION BOARD

**SIXTY DAY NOTICE OF TERMINATION OF TENANCY**  
San Francisco Administrative Code Chapter 37.9(a), Subsection 8  
**[Owner Move-In]**

TO: KELLY KIMBALL, and All Occupants in Possession of the real property located at 3947 18<sup>th</sup> Street, Unit #5, San Francisco, California 94114 (hereafter, "Subject Property").

PLEASE TAKE NOTICE THAT YOU ARE HEREBY required within sixty (60) days of the service upon you of this notice to vacate from and deliver possession of the Subject Property now being occupied by you, to the Owner, ANNE KIHAGI, who is authorized to take possession of the same by virtue of a one hundred percent (100%) undivided ownership interest in the property situated in the City and County of San Francisco, State of California, commonly known as 3947 18<sup>th</sup> Street, San Francisco, California 94114.

THIS NOTICE IS INTENDED to terminate the tenancy and rental agreement by which you now hold possession of the Subject Property. If you fail to comply, legal proceedings will be instituted against you to recover possession, to declare said rental agreement forfeited, and to recover rents and damages for the period of unlawful detention, reasonable attorneys fees and court costs.

YOUR MONTHLY RENT OF \$1,626.61 shall be regularly due and payable to the Owner, up to and including the date of the termination of your tenancy.

Owner ANNE KIHAGI, and this notice are in compliance with 24 CFR Sections 982.310, **San Francisco Administrative Code Chapter 37.9(a), Subsection (8)**, in that:

Owner ANNE KIHAGI seeks to recover possession of the rental unit at 3947 18<sup>th</sup> Street, Unit #5, San Francisco, California 94114 ("the Subject Property") in good faith, without ulterior reasons, and with honest intent, for her own use and occupancy. The Owner intends to use, occupy and reside at the Subject Property and the vacant space below it as her principal residence, for a period of at least 36 continuous months, and will move into the Subject Property within three months of the date that you actually vacate the unit, or after a renovation of the Subject Property and when it is ready for occupancy; the Owner will properly notify the Rent Board regarding the additional time, if necessary.

For purposes of this subsection, the term "landlord" shall be defined as an owner of record on or before February 21, 1991 of at least 10% interest of the Subject Property, and as an owner of record after February 21, 1991 of at least 25% interest in the Subject Property, or, for Section 37.9(a)(8)(i) only, two individuals registered as Domestic Partners as defined in San Francisco Administrative Code Chapter 62.1-62.8 whose combined ownership of record is at least 25 percent.

M140024

The Owner ANNE KIHAGI is acting in good faith, with honest intent, and without ulterior motive by way of commencing this proceeding, and has complied with the provisions of the San Francisco Administrative Code Section 37.9(a)(8)(i) and (ii) *et seq.* and all other mandates of state and local law.

Specifically, Section 37.9(a)(8)(i) states that the landlord may recover possession in good faith, without ulterior reasons and with honest intent, for her own use and occupancy as her principal residence for a period of at least 36 continuous months. Section 37.9(a)(8)(ii) states that a landlord may recover possession of the rental unit in good faith, without ulterior reasons and with honest intent “[f]or the use of occupancy of the landlord’s grandparents, grandchildren, parents, children, brother or sister, or the landlord’s spouse, or the spouse of such relations, as their principal place of residency for a period of at least 36 months, in the same building in which the landlord resides as his or her principal place of residency, or in a building in which the landlord is simultaneously seeking possession of a rental unit under 37.9(a)(8)(i)...”

A landlord may not recover possession under Section 37.9(a)(8) if any comparable unit owned by the landlord in San Francisco is already vacant and is available, or if such unit becomes vacant and available before the recovery of possession, the landlord shall rescind the notice to vacate and dismiss any action filed to recover possession of the premises. Provided further, if a non-comparable unit becomes available before the recovery of possession, the landlord shall offer that unit to the tenant. It shall be evidence of lack of good faith if a landlord times the service of the notice, or the filing of an action to recover possession, so as to avoid moving into a comparable unit, or to avoid offering a tenant a replacement unit. It shall be rebuttably presumed that the landlord has not acted in good faith if the owner or relative for whom the tenant was evicted does not move into the unit within three months of the date you actually vacate the unit and occupy said unit for a minimum of 36 continuous months.

Once a landlord has successfully recovered possession of a rental unit pursuant to Section 37.9(a)(8)(i), then no other current or future landlords may recover possession of any other rental unit in the building under Section 37.9(a)(8)(i). It is the intention of this section that only one specific unit per building may be used for such occupancy, all future occupancies under Section 37.9(a)(8)(i) must be of that same unit, provided that a landlord may file a petition with the Rent Board, or at the landlord’s option, commence eviction proceedings, claiming that disability or other similar hardship prevent him or her from occupying a unit which was previously occupied by the landlord.

ANNE KIHAGI is the record owner of the real property with one hundred percent (100%) ownership interest therein, in fee simple. Owner ANNE KIHAGI intends to recover possession of the Subject Property for her own use and occupancy, and as her principal place of residence for a period of at least 36 continuous months. The Owner is acting in good faith, without ulterior motives, and with honest intent. The current ownership was recorded in San Francisco County on August 5, 2013. *A true and correct copy of the current Grant Deed recorded August 5, 2013 is attached as Exhibit "A" to the Declaration of Owner Anne Kihagi herewith and incorporated herein by reference.*

PLEASE BE ADVISED THAT a landlord may not recover possession of a unit from a tenant under Section 37.9(a)(8) if the landlord has or receives notice, any time before recovery of possession, that any tenant in the rental unit (A) is 60 years of age or older and has been residing in the unit for ten (10) years or more, or B) is disabled within the meaning of Section 37.9(i)(1)(B)(i) and has been residing in the unit for ten (10) years or more, or is catastrophically ill within the meaning of Section 37.9(i)(1)(B)(ii) and has been residing in the unit for five (5) years or more. The provisions of Section 37.9(i)(1)(A) and (B) shall not apply where there is only one rental unit owned by the landlord in the building, or where each of the rental units owned by the landlord in the same building where the landlord resides (except the unit actually occupied by the landlord) is occupied by a tenant otherwise protected from eviction by Sections 37.9(i)(1)(A) and (B) and where the landlord's qualified relative who will move into the unit pursuant to Section 37.9(a)(8) is 60 years of age or older.

YOU HAVE 30 DAYS AFTER SERVICE OF THIS NOTICE upon you in which to invoke the protections of Section 37.9(i). To invoke the protection of Section 37.9(i), you must, within 30 days after service of this notice upon you, serve a statement upon the landlord, **including supporting evidence**, either through the United States Postal Service or by hand delivery, that you claim or do not claim to be a member of one of the classes protected by Section 37.9(i). Your failure to timely serve the landlord with your statement shall be deemed an admission that you are not protected by Section 37.9(i). The landlord may challenge your claim of protected, at the landlord's option, through commencement of eviction proceedings. You shall have the burden of proving your protected status. No civil or criminal liability shall be imposed upon a landlord for either requesting or challenging a tenant's claim of protected status.

EFFECTIVE NOVEMBER 1, 1998; amended by Ord. No. 57-02, effective June 2, 2002; amended by Proposition H, effective December 22, 2006, *Section 37.9B of the San Francisco Administrative Code explains your rights and is attached hereto as Exhibit "B" and incorporated herein by reference.*

**NOTE:** The voters approved Proposition H on November 7, 2006, effective December 22, 2006, which requires landlord to pay relocation payments for "no fault" evictions such as an Owner Move-In Eviction under Section 37.9(a)(8) of the San Francisco Rent Ordinance.

Therefore, Section 37.9C of the San Francisco Administrative Code provides, in pertinent part,

**"37.9C Tenants Rights to Relocation for No-Fault Evictions**

**(a) Definitions.**

**(1) Covered No-Fault Eviction Notice.**

For purposes of this section 37.9C, a Covered No-Fault Eviction Notice shall mean a notice to quit based upon **Section 37.9(a)(8), (10), (11), or (12).**

- (2) Eligible Tenant. For purposes of this section 37.9C, an Eligible Tenant shall mean any authorized occupant of a rental unit, regardless of age, who has resided in the unit for 12 or more months...

(e) Relocation expenses shall be:

- (1) Each Eligible Tenant receiving a Covered No-Fault Eviction Notice shall receive \$4,500, \$2,250 of which shall be paid at the time of the service of the notice to quit, and \$2,250 of which shall be paid when the unit is vacated. In no case, however, shall the landlord be obliged under this section 37.9C(e)(1) to provide more than \$13,500 in relocation expenses to all Eligible Tenants in the same unit..."
- (2) In addition, each Eligible Tenant who is 60 years of age or older or who is disabled within the meaning of Sections 12955.3 and 12926 of the California Government Code, and each household with at least one Eligible Tenant and at least one child under the age of 18 years, shall be entitled to receive an additional payment of \$3,000.00, \$1,500.00 of which shall be paid within fifteen (15) calendar days of the landlord's receipt of written notice from the Eligible Tenant of entitlement to the additional relocation payment along with supporting evidence, and \$1,500.00 of which shall be paid when the Eligible Tenant vacates the unit. If you claim the additional \$3,000.00, please notify the Owner with supporting evidence of your eligibility for the additional payment. Within 30 days after notification to the Owner of a claim of entitlement to additional relocation expenses because of disability, age, or having children in the household, the Owner will give written notice to the Rent Board of your claim for additional relocation assistance and whether or not the Owner disputes the claim, without invalidating this Notice.

Since March 1, 2007, these relocation expenses have been increased annually, rounded to the nearest dollar, at the rate of increase in the "rent of primary residence" expenditure category of the Consumer Price Index (CPI) for All Urban Consumers in the San Francisco-Oakland-San Jose Region for the preceding calendar year, as that date is made available by the United States Department of Labor and published by the Rent Board.

**Effective March 1, 2013, relocation payments were increased to the following amounts: \$5,207.00 per Eligible Tenant with a cap of \$15,621 per rental unit, with an additional \$3,472.00 for each elderly (60 years or older) or disabled (per California Governmental Code section 12955.3) tenant or each household with at least one child under the age of 18 years old.**

Please be advised that, based upon the Owner's belief, the following Eligible Tenant residing at the Subject Property is entitled to the following payment:

KELLY KIMBALL                      \$ 5,207.00

One-half of the statutory relocation payment (\$2,603.50) is paid with the service of this 60 Day Notice of Termination of Tenancy, and one-half will be paid when the Eligible Tenant vacates. *Section 37.9C of the San Francisco Rent Ordinance, and the most recent Relocation Payments schedule for no cause evictions under Sections 37.9(a)(8), (10), (11), and (12) are attached collectively hereto as Exhibit "C" and incorporated herein by reference*

The Owner ANNE KIHAGI owns no other residential properties. Therefore, she owns no other vacant, available, incomparable and comparable units anywhere else to offer you for rent when this Notice expires.

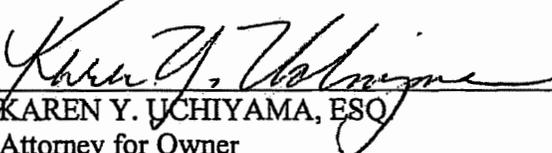
The Owner ANNE KIHAGI currently resides with her sister in Unit #6 at 3947 18<sup>th</sup> Street, San Francisco, California 94114. The Owner plan to renovate the Subject Property before she move into it, and she will continue to reside in Unit #6 until the Subject Property is finished and ready for occupancy within three months.

The signed declaration of Owner ANNE KIHAGI is attached hereto and is incorporated herein by reference, and the pertinent law and relevant information has been provided to you as required under Section 37.9B of the San Francisco Administrative Code. In addition, pertinent information regarding Owner Move-In Evictions of Minor Children During the School Year is attached hereto as Exhibit "D."

THIS NOTICE SUPERSEDES AND REPLACES ANY AND ALL WRITTEN NOTICES TO TERMINATE TENANCY PREVIOUSLY SERVED UPON YOU.

ADVICE REGARDING THIS NOTICE is available from the San Francisco Residential Rent Stabilization and Arbitration Board located at 25 Van Ness Avenue, Room 320, San Francisco, California, 415.252.4600.

Date: February 6, 2014

  
KAREN Y. UCHIYAMA, ESQ  
Attorney for Owner  
ANNE KIHAGI  
1441 Baker Street  
San Francisco, California 94115  
Telephone: 415.563.9300

cc: San Francisco Rent Stabilization and Arbitration Board



1                   10. In the event that I do not reside at the Subject Property for 36 continuous  
2 months after taking possession thereof, I agree and promise that the same approved tenant, Kelly  
3 Kimball, who resides at the Subject Property now, has the right to re-rent the same unit at the  
4 same rent he is paying now (\$1,626.61 per month) subject to any lawful rent increases.

5                   11. Since the tenant has resided at the Subject Property for more than twelve  
6 months, he is entitled to, and I am willing to pay him, relocation expenses in the sum of five  
7 thousand two hundred and seven dollars (\$5,207.00), in two installment payments. All security  
8 and refundable deposits will be handled according to California law.

9                   12. The first installment payment in the sum of two thousand six hundred and  
10 three dollars and fifty cents (\$2,603.50) to the approved tenant, Kelly Kimball, who has resided  
11 at the Subject Property for twelve months or more, is enclosed along with the Sixty Day Notice  
12 of Termination of Tenancy and this declaration.

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

15                   Executed this 6 day of February, 2014 at San Francisco, California.

16  
17                     
18                   ANNE KIHAGI

Recording Requested By

AND WHEN RECORDED MAIL TO:

Name Anne Kihagi  
Street Address PO Box 691889  
City & State LOS ANGELES, CA 90069

CONFORMED COPY of document recorded

08/05/2013, 2013J718772

OR with document no  
This document has not been compared with the original  
SAN FRANCISCO ASSESSOR-RECORDER

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

Assessor Lot 086; Block 3584  
3947 18<sup>th</sup> Street, San Francisco, Ca 94114

The undersigned grantor (s) declare (s):

Documentary transfer tax is \$

City transfer tax is \$ --0-- (Zero) R 21 (19256d)

( ) computed on full value of property conveyed, or

( ) computed on full value less value of liens and encumbrances remaining at time of sale.

( ) Unincorporated area: ( X ) City of San Francisco, and

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

Grantees + Guarantees  
are composed of the same parties  
whose proportional interest will  
transfer in the same following the  
transfer.

Xelan Prop I, LLC, a California Limited Company

hereby GRANT(s), Anne Kihagi, a single woman

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

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT " A " AND MADE A PART HEREOF

Dated July 30, 2013

STATE OF CALIFORNIA,

COUNTY OF Los Angeles )SS.

On Aug. 2, 2013 before me,

S. Alvarez, Notary Public, personally appeared

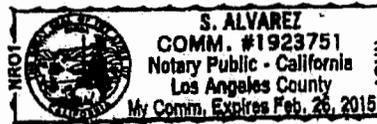
Anne Kihagi

Anne Kihagi, Manager  
Xelan Prop I, LLC, a California Limited Company  
By Anne Kihagi, Managing Member

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

*[Handwritten Signature]*

(This area for official notarial seal)

MAIL TAX SAME AS ABOVE

EXHIBIT 'A'

SFGOV | Residents | Business | Government | Visitors | OnlineServices

**Section 37.9B Tenant Rights In Evictions Under Section 37.9(a)(8)**

[Added by Ord. No. 293-98, effective November 1, 1998; amended by Ord. No. 57-02, effective June 2, 2002; amended by Proposition H, effective December 22, 2006]

(a) Any rental unit which a tenant vacates after receiving a notice to quit based on Section 37.9(a)(8), and which is subsequently no longer occupied as a principal residence by the landlord or the landlord's grandparent, parent, child, grandchild, brother, sister, or the landlord's spouse, or the spouses of such relations must, if offered for rent during the three-year period following service of the notice to quit under Section 37.9(a)(8), be rented in good faith at a rent not greater than that which would have been the rent had the tenant who had been required to vacate remained in continuous occupancy and the rental unit remained subject to this Chapter. If it is asserted that a rent increase could have taken place during the occupancy of the rental unit by the landlord if the rental unit had been subjected to this Chapter, the landlord shall bear the burden of proving that the rent could have been legally increased during that period. If it is asserted that the increase is based in whole or in part upon any grounds other than that set forth in Section 37.3(a)(1), the landlord must petition the Rent Board pursuant to the procedures of this Chapter. Displaced tenants shall be entitled to participate in and present evidence at any hearing held on such a petition. Tenants displaced pursuant to Section 37.9(a)(8) shall make all reasonable efforts to keep the Rent Board apprised of their current address. The Rent Board shall provide notice of any proceedings before the Rent Board to the displaced tenant at the last address provided by the tenant. No increase shall be allowed on account of any expense incurred in connection with the displacement of the tenant.

(b) Any landlord who, within three years of the date of service of the notice to quit, offers for rent or lease any unit in which the possession was recovered pursuant to Section 37.9(a)(8) shall first offer the unit for rent or lease to the tenants displaced in the same manner as provided for in Sections 37.9A(c) and (d).

(c) In addition to complying with the requirements of Section 37.9(a)(8), an owner who endeavors to recover possession under Section 37.9(a)(8) shall inform the tenant of the following information in writing and file a copy with the Rent Board within 10 days after service of the notice to vacate, together with a copy of the notice to vacate and proof of service upon the tenant:

- (1) The identity and percentage of ownership of all persons holding a full or partial percentage ownership in the property;
  - (2) The dates the percentages of ownership were recorded;
  - (3) The name(s) of the landlord endeavoring to recover possession and, if applicable, the names(s) and relationship of the relative(s) for whom possession is being sought and a description of the current residence of the landlord or relative(s);
  - (4) A description of all residential properties owned, in whole or in part, by the landlord and, if applicable, a description of all residential properties owned, in whole or in part, by the landlord's grandparent, parent, child, grandchild, brother, or sister for whom possession is being sought;
  - (5) The current rent for the unit and a statement that the tenant has the right to re-rent the unit at the same rent, as adjusted by Section 37.9B(a) above;
  - (6) The contents of Section 37.9B, by providing a copy of same; and
  - (7) The right the tenant(s) may have to relocation costs and the amount of those relocation costs.
- (d) The landlord shall pay relocation expenses as provided in Section 37.9C.

(e) Within 30 days after the effective date of a written notice to vacate that is filed with the Board under Section 37.9B(c) the Board shall record a notice of constraints with the County Recorder identifying each unit on the property that is the subject of the Section 37.9B(c) notice to vacate, stating the nature and dates of applicable restrictions under Section 37.9(a)(8) and 37.9B. If a notice of constraints is recorded but the tenant does not vacate the unit, the landlord may apply to the Board for a rescission of the recorded notice of constraints.

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SFGov

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**EXHIBIT 'B'**

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## Section 37.9C Tenants Rights To Relocation For No-Fault Evictions

[Added by Proposition H, effective December 22, 2006; annotated section 37.9C(a)(1) to reference California Civil Code Section 1947.9, which went into effect on January 1, 2013]

(a) Definitions.

(1) Covered No-Fault Eviction Notice. For purposes of this section 37.9C, a Covered No-Fault Eviction Notice shall mean a notice to quit based upon Section 37.9(a)(8), (10), (11), or (12). [However, effective January 1, 2013, the amount of relocation payments for temporary displacement of a tenant household under Section 37.9(a)(11) for less than 20 days is governed by California Civil Code Section 1947.9 and not by this Section.]

(2) Eligible Tenant. For purposes of this section 37.9C, an Eligible Tenant shall mean any authorized occupant of a rental unit, regardless of age, who has resided in the unit for 12 or more months.

(b) Each Eligible Tenant who receives a Covered No-Fault Eviction Notice, in addition to all rights under any other provision of law, shall be entitled to receive relocation expenses from the landlord, in the amounts specified in section 37.9C(e).

(c) On or before the date of service of a Covered No-Fault Eviction Notice, the landlord shall notify all occupant(s) in the unit in writing of the right to receive payment under this section 37.9C and the amount of that relocation and shall provide a copy of section 37.9C. Such notification shall include a statement describing the additional relocation expenses available for Eligible Tenants who are senior or disabled and for households with children. The landlord shall file a copy of this notification with the Rent Board within 10 days after service of the notice, together with a copy of the notice to vacate and proof of service upon the tenant.

(d) A landlord who pays relocation expenses as required by this section in conjunction with a notice to quit need not pay relocation expenses with any further notices to quit based upon the same just cause under Section 37.9(a) for the same unit that are served within 180 days of the notice that included the required relocation payment. The relocation expenses contained herein are separate from any security or other refundable deposits as defined in California Code Section 1950.5. Further, payment or acceptance of relocation expenses shall not operate as a waiver of any rights a tenant may have under law.

(e) Relocation expenses shall be:

(1) Each Eligible Tenant receiving a Covered No-Fault Eviction Notice shall receive \$4,500, \$2,250 of which shall be paid at the time of the service of the notice to quit, and \$2,250 of which shall be paid when the unit is vacated. In no case, however, shall the landlord be obligated under this section 37.9C(e)(1) to provide more than \$13,500 in relocation expenses to all Eligible Tenants in the same unit.

(2) In addition, each Eligible Tenant who is 60 years of age or older or who is disabled within the meaning of Section 12955.3 of the California Government Code, and each household with at least one Eligible Tenant and at least one child under the age of 18 years, shall be entitled to receive an additional payment of \$3,000.00, \$1,500.00 of which shall be paid within fifteen (15) calendar days of the landlord's receipt of written notice from the Eligible Tenant of entitlement to the relocation payment along with supporting evidence, and \$1,500 of which shall be paid when the Eligible Tenant vacates the unit. Within 30 days after notification to the landlord of a claim of entitlement to additional relocation expenses because of disability, age, or having children in the household, the landlord shall give written notice to the Rent Board of the claim for additional relocation assistance and whether or not the landlord disputes the claim.

(3) Commencing March 1, 2007, these relocation expenses, including the maximum relocation expenses per unit, shall increase annually, rounded to the nearest dollar, at the rate of increase in the "rent of primary residence" expenditure category of the Consumer Price Index (CPI) for All Urban Consumers in the San Francisco-Oakland-San Jose Region for the preceding calendar year, as that data is made available by the United States Department of Labor and published by the Board.

(f) The provisions of this Ordinance shall apply to all notices to quit served on or after August 10, 2006.

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EXHIBIT 'C'

City and County of San Francisco

Residential Rent Stabilization and Arbitration Board



**Relocation Payments for Evictions based on Owner/Relative Move-in OR Demolition/Permanent Removal of Unit from Housing Use OR Temporary Capital Improvement Work OR Substantial Rehabilitation\***

Date of Service of Notice of Termination of Tenancy ("Eviction Notice")	Relocation Amount Due Per Tenant	Maximum Relocation Amount Due Per Unit	PLUS Additional Amount Due for Each Elderly (60 years or older) or Disabled Tenant or Household with Minor Child(ren)
✓ 3/01/13 – 2/28/14	\$5,207.00	\$15,621.00	\$3,472.00
3/01/14 – 2/28/15	\$5,261.00	\$15,783.00	\$3,508.00

\*See Ordinance Section 37.9C for additional relocation requirements for evictions under 37.9(a)(8) (owner/relative move-in), 37.9(a)(10) (demolition/permanent removal from housing use), 37.9(a)(11) (temporary eviction for capital improvement work) and 37.9(a)(12) (substantial rehabilitation). [However, effective 1/1/13, the amount of relocation payments for temporary capital improvement evictions under 37.9(a)(11) for less than 20 days is governed by California Civil Code Section 1947.9 and not by Rent Ordinance Section 37.9C.]

**Pagos de traslado por desalojo debidos a mudanza del propietario/pariente O por demolición/eliminación definitiva del uso de la unidad como vivienda O trabajos temporales de mejora de capital O rehabilitación substancial\***

Fecha del servicio de entrega del aviso de desalojo	Monto de traslado correspondiente por inquilino	Monto de traslado máximo correspondiente por unidad	ADICIONAL Monto adicional correspondiente por cada persona mayor de edad (60 años o más) o inquilino discapacitado o familia con niños menores
3/01/13 – 2/28/14	\$5,207.00	\$15,621.00	\$3,472.00
3/01/14 – 2/28/15	\$5,261.00	\$15,783.00	\$3,508.00

\*Ver la Sección 37.9C de la Ordenanza para requisitos adicionales de traslado por desalojo según 37.9(a)(8) (mudanza del dueño/pariente), 37.9(a)(10) (demolición/eliminación definitiva del uso de la unidad como vivienda), 37.9(a)(11) (trabajos temporales de mejora de capital) y 37.9(a)(12) (rehabilitación substancial). [Sin embargo, efectivo 1/1/13, la cantidad del pago de traslado para los desalojos temporales de mejora de capital bajo la Sección 37.9(a)(11) por menos de 20 días esta gobernado por la Sección del Código Civil de California 1947.9 y no por la Sección 37.9C de la Ordenanza.]

**以業主/親屬身份入住，或拆除/出租單位，且永遠不再做為居住房屋使用或臨時資本設備改善工程或大規模裝修為由進行迫遷的搬運費\***

送達迫遷通知的日期	每位房客應得的搬運費金額	每個單位應得的最高搬運費金額	外加 每位老年 (60 歲或以上) 或殘障房客或每戶有未成年兒童的家庭應得的額外金額
3/01/13 – 2/28/14	\$5,207.00	\$15,621.00	\$3,472.00
3/01/14 – 2/28/15	\$5,261.00	\$15,783.00	\$3,508.00

\*請參閱《租賃條例》第 37.9C 節中有關依照第 37.9(a)(8) 節 (業主/親屬入住)、第 37.9(a)(10) 節 (拆除/出租單位永遠不再做為居住房屋使用)、第 37.9(a)(11) 節 (臨時資本設備改善工程) 及第 37.9(a)(12) 節 (大規模裝修) 迫遷的額外搬運費要求。[然而從 2013年1月1日開始生效，因主要修繕的臨時遷出少於30天受租賃條例37.9(a)(11) 條的制約。此類搬家費用金額由加州民事法1947.9條規管制而不是租賃條例 37.9C條制約。]

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## New Amendment Prohibiting Owner Move-In Evictions of Minor Children During The School Year

Ordinance No. 33-10, which was recently passed by the Board of Supervisors and signed by the mayor, became effective on March 14, 2010. The Ordinance amendment adds new section 37.9(j), which generally provides that a tenant who has resided in the unit for at least one year, and has a child under the age of 18 who also resides in the unit, may not be evicted during the school year for an owner or relative move-in eviction. However, there are two exceptions: an owner move-in eviction may proceed if there is only one unit owned by the landlord in the building; or, if there are multiple units in the building, an owner move-in eviction may proceed if the owner will move into the unit with a minor child. These exceptions do not apply to relative move-in evictions. The eviction notice for owner/relative move-in must inform the tenant of this new restriction, and that the tenant must submit a written claim of such protected status with supporting documentation within 30 days of receipt of the landlord's notice. Any dispute regarding a tenant's protected status may be decided by the court or the Rent Board. Section 37.9(j) is set forth below.

(j) The following additional provision shall apply to a landlord who seeks to recover a rental unit by utilizing the grounds enumerated in Section 37.9(a)(8):

(1) It shall be a defense to an eviction under Section 37.9(a)(8) if any tenant in the rental unit has a custodial or family relationship with a child under the age of 18 who is residing in the unit, the tenant with the custodial or family relationship has resided in the unit for 12 months or more, and the effective date of the notice of termination of tenancy falls during the school year. The term "school year" as used in this Section 37.9(j) means the first day of instruction for the Fall Semester through the last day of instruction for the Spring Semester, as posted on the San Francisco Unified School District website for each year.

(2) The foregoing provision Section 37.9(j)(1) shall not apply where there is only one rental unit owned by the landlord in the building, or where the owner who will move into the unit pursuant to a Section 37.9(a)(8) eviction has a custodial or family relationship with a child under the age of 18 who will reside in the unit with the owner.

(3) Within 30 days of personal service by the landlord of a written request, or, at the landlord's option, a notice of termination of tenancy under Section 37.9(a)(8), the tenant must submit a statement with supporting evidence to the landlord, if the tenant claims to be a member of the class protected from eviction by Section 37.9(j). The landlord's written request or notice shall contain a warning that a tenant's failure to submit a statement within the 30 day period shall be deemed an admission that the tenant is not protected from eviction by Section 37.9(j). The landlord shall file a copy of the landlord's request or notice with the Rent Board within 10 days of service on the tenant. A tenant's failure to submit a statement within the 30 day period shall be deemed an admission that the tenant is not protected from eviction by Section 37.9(j). A landlord may challenge a tenant's claim of protected status either by requesting a hearing with the Rent Board or, at the landlord's option, through commencement of eviction proceedings, including service of a notice of termination of tenancy. In the Rent Board hearing or the eviction action, the tenant shall have the burden of proof to show protected status. No civil or criminal liability under Section 37.9(e) or (f) shall be imposed upon a landlord for either requesting or challenging a tenant's claim of protected status.

(4) For purposes of this Section 37.9(j), the term "custodial relationship" means that the person is a legal guardian of the child, or has a court-recognized caregiver authorization affidavit for the child, or that the person has provided full-time custodial care of the child pursuant to an agreement with the child's legal guardian or court-recognized caregiver and has been providing that care for at least one year or half of the child's lifetime, whichever is less. The term "family relationship" means that the person is the parent, grandparent, brother, sister, aunt or uncle of the child, or the spouse or domestic partner of such relations.

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SFGov

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# EXHIBIT 'D'

ANNE KIHAGI

1086

DATE 2/6/14

907162

PAY TO THE ORDER OF

KELLY KIMBALL

\$ 2,663.50

TWENTY SIX HUNDRED THREE + 50/100 DOLLARS

CHASE

JPMorgan Chase Bank, N.A.  
www.Chase.com

MEMO

KIHAGI V KIMBALL (cont)

Anne Kihagi



**PROOF OF SERVICE PURSUANT TO C.C.P. § 1162**

At the time of service I was at least 18 years of age, and I served:

as follows: **SIXTY DAY NOTICE OF TERMINATION OF TENANT [OWNER MOVE-IN]**

**TO: KELLY KIMBALL, and All Occupants in Possession**

**PREMISES: 3947 18<sup>th</sup> Street, Unit #5, San Francisco, CA 94114**

\_\_\_ On \_\_\_\_\_, 2014 at \_\_:\_\_.m, I personally delivered a copy of the above document(s) to each person listed below as follows:

\_\_\_ Kelly Kimball

+++++  
XX On February 7, 2014 at \_\_:\_\_.m., I posted a copy of the above document(s) in a conspicuous place on the premises because I could not find a person of suitable age or discretion at the premises, nor at any known place of residence or business of any person named in the notice.; and  
OR

\_\_\_ On \_\_\_\_\_, 2014 at \_\_:\_\_.m., I left a copy with \_\_\_\_\_, who is of suitable age and discretion, at the known place of residence or business of any person named in the notice., at the address stated below; and

XX On February 7, 2014, I mailed a true and correct copy of the above document(s) in a separate envelope to each person listed below by first class mail postage prepaid, from San Francisco, California, as follows:

on the following parties:

Kelly Kimball  
and All Occupants in Possession  
3947 18<sup>th</sup> Street, Unit #5  
San Francisco, CA 94114

RECEIVED  
2014 FEB 21 PM 1:28  
S.F. RESIDENTIAL REGISTRATION AND ADMINISTRATION BOARD

I am / not a registered California process server. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: February 7, 2014

Morris E. Phillips  
(signature)

Morris E. Phillips  
(print name) Max Moto Couriers  
1045 Mission Street #211  
San Francisco, CA 94103  
(address) 415-760-6261

\_\_\_\_\_  
(telephone number)

# EXHIBIT I

4  
**RECORDING REQUESTED BY**  
First American Title Company

**AND WHEN RECORDED MAIL DOCUMENT TO:**  
Renka Prop LLC.  
PO BOX 691889  
LOS ANGELES, CA 90069



San Francisco Assessor-Recorder  
Carmen Chu, Assessor-Recorder  
**DOC- 2013-J810099-00**  
Recd 3-FIRST AMERICAN Title Company  
Friday, DEC 27, 2013 08:00:00  
Ttl Pd\$16,528.00 Rcpt # 0004856944  
**REEL L052 IMAGE 0004**  
car/AB/1-2

Space Above This Line for Recorder's Use Only 2 03

A.P.N.: 19-2693-021-01 and 19-2693-021-01

File No.: 3807-4514094 (KT)

Property Address: **195 Eureka Street, San Francisco, CA 94114**  
Lot Number: **021**  
Block Number: **2693**

### GRANT DEED

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$16,500.00; CITY TRANSFER TAX \$;  
SURVEY MONUMENT FEE \$ 10

- [ XXXX ] computed on the consideration or full value of property conveyed, OR  
[ ] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,  
[ ] unincorporated area; [XXX ] City of San Francisco, and

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

**JOERG BECKERT AND RACHEL S. BECKERT, HUSBAND AND WIFE, AS COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP AND MARTHA B. SCOTT, A MARRIED WOMAN, AS HER SOLE AND SEPARATE PROPERTY, ALL AS JOINT TENANTS**

hereby GRANTS to

**Renka Prop LLC., a California limited liability company**

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

**COMMENCING AT THE POINT OF INTERSECTION OF THE NORTHERLY LINE OF 19TH STREET AND THE EASTERLY LINE OF EUREKA STREET; RUNNING THENCE EASTERLY AND ALONG SAID LINE OF 19TH STREET 25 FEET; THENCE AT A RIGHT ANGLE NORTHERLY 75 FEET; THENCE AT A RIGHT ANGLE WESTERLY 25 FEET TO THE EASTERLY LINE OF EUREKA STREET; THENCE AT A RIGHT ANGLE SOUTHERLY ALONG SAID LINE OF EUREKA STREET 75 FEET TO THE POINT OF COMMENCEMENT.**

**BEING PART OF HORNER'S ADDITION, BLOCK NO. 207**

**CERTIFIED COPY**

Mail Tax Statements To: **SAME AS ABOVE**

NOTARY PUBLIC STATE OF CALIFORNIA  
My Commission Expires 11-22-17

Grant Deed - continued

Date: 12/19/2013

A.P.N.: 19-2693-021-01 and 19-2693-021-01

File No.: 3807-4514094 (KT)

Dated: 12/19/2013

Joy Beckert  
Joerg Beckert

Rachel S. Beckert  
Rachel S. Beckert

Martha B Scott  
Martha B Scott

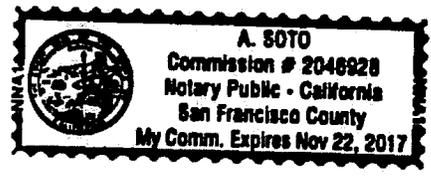
STATE OF CALIFORNIA )SS  
COUNTY OF SAN FRANCISCO

On 12/20/2013 before me A. SOTO Notary Public, personally appeared Joerg Beckert and Rachel S. Beckert and Martha B. Scott, 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 A. SOTO



My Commission Expires: 11-22-17

This area for official notarial seal

Notary Name: A SOTO  
Notary Registration Number: \_\_\_\_\_

Notary Phone: \_\_\_\_\_  
County of Principal Place of Business: \_\_\_\_\_

CERTIFIED COPY

# EXHIBIT J

**RECORDING REQUESTED BY:**

City and County of San Francisco  
Residential Rent Stabilization & Arbitration Board  
25 Van Ness Avenue, Suite 320  
San Francisco, CA 94102



San Francisco Assessor-Recorder  
Carmen Chu, Assessor-Recorder  
**DOC- 2014-J887621-00**

Acct 37-Rent Arbitration Board  
Tuesday, MAY 27, 2014 14:20:17  
Ttl Pd \$0.00 Rcpt # 0004946664  
okc/KC/1-1

**WHEN RECORDED MAIL TO:**

City and County of San Francisco  
Residential Rent Stabilization & Arbitration Board  
25 Van Ness Avenue, Suite 320  
San Francisco, CA 94102

**NOTICE OF CONSTRAINTS ON REAL PROPERTY**

(to be recorded by the Rent Board)

Pursuant to San Francisco Administrative Code Chapter 37, Section 37.9B, constraints on re-rental apply to a rental unit which a tenant vacates after receiving a notice to quit based on Section 37.9(a)(8) of the San Francisco Rent Ordinance.

The real property where the rental unit is located is specifically described as:

Block: 3584 Lot: 086

Name of Owner(s): Anne Kihagi

The constraints apply to the following rental unit:

Address: 3947 18<sup>th</sup> Street, Unit #5, San Francisco, CA 94114

The date of service of the notice to quit was February 7, 2014

The constraints set forth in San Francisco Administrative Code Sections 37.9B(a) and 37.9B(b) apply to the rental unit until: February 7, 2017. (Three years from date of service of notice to quit)

**THE TERMS AND OBLIGATIONS AS NAMED IN THIS DOCUMENT WILL TERMINATE AUTOMATICALLY, WITHOUT THE NECESSITY OF ANY RECORDED TERMINATION AFTER February 7, 2017.**

Delene Wolf, Executive Director  
San Francisco Residential Rent Stabilization and Arbitration Board

# EXHIBIT K

**AMENDED SIXTY DAY NOTICE OF TERMINATION OF TENANCY**

San Francisco Administrative Code Chapter 37.9(a), Subsection 8  
[Owner Move-In]

2014 JUL - 8 PM 12:34  
RECEIVED  
S.F. RESIDENTIAL RENT  
REGULATION BOARD

TO: KELLY KIMBALL, and All Occupants in Possession of the real property located at 3947 18<sup>th</sup> Street, Unit #5, San Francisco, California 94114 (hereafter, "Subject Property").

PLEASE TAKE NOTICE THAT YOU ARE HEREBY required within sixty (60) days of the service upon you of this notice to vacate from and deliver possession of the Subject Property now being occupied by you, to the Owner, ANNE KIHAGI, who is authorized to take possession of the same by virtue of a one hundred percent (100%) undivided ownership interest in the property situated in the City and County of San Francisco, State of California, commonly known as 3947 18<sup>th</sup> Street, San Francisco, California 94114.

THIS NOTICE IS INTENDED to terminate the tenancy and rental agreement by which you now hold possession of the Subject Property. If you fail to comply, legal proceedings will be instituted against you to recover possession, to declare said rental agreement forfeited, and to recover rents and damages for the period of unlawful detention, and court costs.

YOUR MONTHLY RENT OF \$1,626.61 shall be regularly due and payable to the Owner, up to and including the date of the termination of your tenancy.

Owner ANNE KIHAGI, and this notice are in compliance with **San Francisco Administrative Code Chapter 37.9(a), Subsection (8)**, in that:

Owner ANNE KIHAGI seeks to recover possession of the rental unit at 3947 18<sup>th</sup> Street, Unit #5, San Francisco, California 94114 ("the Subject Property") in good faith, without ulterior reasons, and with honest intent, for her own use and occupancy. The Owner intends to use, occupy and reside at the Subject Property as her principal residence, for a period of at least 36 continuous months, and will move into the Subject Property within three months of the date that you actually vacate the unit, or after a renovation of the Subject Property and when it is ready for occupancy. In the event the Owner needs more than three months to renovate and occupy the Subject Property, the Owner will properly contact you and the Rent Board regarding the additional time.

For purposes of this subsection, the term "landlord" shall be defined as an owner of record on or before February 21, 1991 of at least 10% interest of the Subject Property, and as an owner of record after February 21, 1991 of at least 25% interest in the Subject Property, or, for Section 37.9(a)(8)(i) only, two individuals registered as Domestic Partners as defined in San Francisco Administrative Code Chapter 62.1-62.8 whose combined ownership of record is at least 25 percent.

M141327 1

The Owner ANNE KIHAGI is acting in good faith, with honest intent, and without ulterior motive by way of commencing this proceeding, and has complied with the provisions of the San Francisco Administrative Code Section 37.9(a)(8)(i) and (ii) *et seq.* and all other mandates of state and local law.

Specifically, Section 37.9(a)(8)(i) states that the landlord may recover possession in good faith, without ulterior reasons and with honest intent, for her own use and occupancy as her principal residence for a period of at least 36 continuous months. Section 37.9(a)(8)(ii) states that a landlord may recover possession of the rental unit in good faith, without ulterior reasons and with honest intent “[f]or the use of occupancy of the landlord’s grandparents, grandchildren, parents, children, brother or sister, or the landlord’s spouse, or the spouse of such relations, as their principal place of residency for a period of at least 36 months, in the same building in which the landlord resides as his or her principal place of residency, or in a building in which the landlord is simultaneously seeking possession of a rental unit under 37.9(a)(8)(i)...”

A landlord may not recover possession under Section 37.9(a)(8) if any comparable unit owned by the landlord in San Francisco is already vacant and is available, or if such unit becomes vacant and available before the recovery of possession, the landlord shall rescind the notice to vacate and dismiss any action filed to recover possession of the premises. Provided further, if a non-comparable unit becomes available before the recovery of possession, the landlord shall offer that unit to the tenant. It shall be evidence of lack of good faith if a landlord times the service of the notice, or the filing of an action to recover possession, so as to avoid moving into a comparable unit, or to avoid offering a tenant a replacement unit. It shall be rebuttably presumed that the landlord has not acted in good faith if the owner or relative for whom the tenant was evicted does not move into the unit within three months of the date you actually vacate the unit and occupy said unit for a minimum of 36 continuous months.

Once a landlord has successfully recovered possession of a rental unit pursuant to Section 37.9(a)(8)(i), then no other current or future landlords may recover possession of any other rental unit in the building under Section 37.9(a)(8)(i). It is the intention of this section that only one specific unit per building may be used for such occupancy, all future occupancies under Section 37.9(a)(8)(i) must be of that same unit, provided that a landlord may file a petition with the Rent Board, or at the landlord’s option, commence eviction proceedings, claiming that disability or other similar hardship prevent him or her from occupying a unit which was previously occupied by the landlord.

ANNE KIHAGI is the record owner of the real property with one hundred percent (100%) ownership interest therein, in fee simple. Owner ANNE KIHAGI intends to recover possession of the Subject Property for her own use and occupancy, and as her principal place of residence for a period of at least 36 continuous months. The Owner is acting in good faith, without ulterior motives, and with honest intent. The current ownership was recorded in San Francisco County on August 5, 2013. *A true and correct copy of the current Grant Deed recorded August 5, 2013 is attached as Exhibit “A” to the Declaration of Owner Anne Kihagi herewith and incorporated herein by reference.*

PLEASE BE ADVISED THAT a landlord may not recover possession of a unit from a tenant under Section 37.9(a)(8) if the landlord has or receives notice, any time before recovery of possession, that any tenant in the rental unit (A) is 60 years of age or older and has been residing in the unit for ten (10) years or more, or B) is disabled within the meaning of Section 37.9(i)(1)(B)(i) and has been residing in the unit for ten (10) years or more, or is catastrophically ill within the meaning of Section 37.9(i)(1)(B)(ii) and has been residing in the unit for five (5) years or more. The provisions of Section 37.9(i)(1)(A) and (B) shall not apply where there is only one rental unit owned by the landlord in the building, or where each of the rental units owned by the landlord in the same building where the landlord resides (except the unit actually occupied by the landlord) is occupied by a tenant otherwise protected from eviction by Sections 37.9(i)(1)(A) and (B) and where the landlord's qualified relative who will move into the unit pursuant to Section 37.9(a)(8) is 60 years of age or older.

YOU HAVE 30 DAYS AFTER SERVICE OF THIS NOTICE upon you in which to invoke the protections of Section 37.9(i). To invoke the protection of Section 37.9(i), you must, within 30 days after service of this notice upon you, serve a statement upon the landlord, **including supporting evidence**, either through the United States Postal Service or by hand delivery, that you claim or do not claim to be a member of one of the classes protected by Section 37.9(i). Your failure to timely serve the landlord with your statement shall be deemed an admission that you are not protected by Section 37.9(i). The landlord may challenge your claim of protected, at the landlord's option, through commencement of eviction proceedings. You shall have the burden of proving your protected status. No civil or criminal liability shall be imposed upon a landlord for either requesting or challenging a tenant's claim of protected status.

EFFECTIVE NOVEMBER 1, 1998; amended by Ord. No. 57-02, effective June 2, 2002; amended by Proposition H, effective December 22, 2006, *Section 37.9B of the San Francisco Administrative Code explains your rights and is attached hereto as Exhibit "B" and incorporated herein by reference.*

**NOTE:** The voters approved Proposition H on November 7, 2006, effective December 22, 2006, which requires landlord to pay relocation payments for "no fault" evictions such as an Owner Move-In Eviction under Section 37.9(a)(8) of the San Francisco Rent Ordinance.

Therefore, Section 37.9C of the San Francisco Administrative Code provides, in pertinent part,

"37.9C Tenants Rights to Relocation for No-Fault Evictions

(a) Definitions.

(1) Covered No-Fault Eviction Notice.

For purposes of this section 37.9C, a Covered No-Fault Eviction Notice shall mean a notice to quit based upon Section 37.9(a)(8), (10), (11), or (12).

- (2) Eligible Tenant. For purposes of this section 37.9C, an Eligible Tenant shall mean any authorized occupant of a rental unit, regardless of age, who has resided in the unit for 12 or more months...

(e) Relocation expenses shall be:

- (1) Each Eligible Tenant receiving a Covered No-Fault Eviction Notice shall receive \$4,500, \$2,250 of which shall be paid at the time of the service of the notice to quit, and \$2,250 of which shall be paid when the unit is vacated. In no case, however, shall the landlord be obliged under this section 37.9C(e)(1) to provide more than \$13,500 in relocation expenses to all Eligible Tenants in the same unit..."

- (2) In addition, each Eligible Tenant who is 60 years of age or older or who is disabled within the meaning of Sections 12955.3 and 12926 of the California Government Code, and each household with at least one Eligible Tenant and at least one child under the age of 18 years, shall be entitled to receive an additional payment of \$3,000.00, \$1,500.00 of which shall be paid within fifteen (15) calendar days of the landlord's receipt of written notice from the Eligible Tenant of entitlement to the additional relocation payment along with supporting evidence, and \$1,500.00 of which shall be paid when the Eligible Tenant vacates the unit. If you claim the additional \$3,000.00, please notify the Owner with supporting evidence of your eligibility for the additional payment. Within 30 days after notification to the Owner of a claim of entitlement to additional relocation expenses because of disability, age, or having children in the household, the Owner will give written notice to the Rent Board of your claim for additional relocation assistance and whether or not the Owner disputes the claim, without invalidating this Notice.

Since March 1, 2007, these relocation expenses have been increased annually, rounded to the nearest dollar, at the rate of increase in the "rent of primary residence" expenditure category of the Consumer Price Index (CPI) for All Urban Consumers in the San Francisco-Oakland-San Jose Region for the preceding calendar year, as that date is made available by the United States Department of Labor and published by the Rent Board.

**Effective March 1, 2014, relocation payments were increased to the following amounts: \$5,261.00 per Eligible Tenant with a cap of \$15,783.00 per rental unit, with an additional \$3,508.00 for each elderly (60 years or older) or disabled (per California Governmental Code section 12955.3) tenant or each household with at least one child under the age of 18 years old.**

Please be advised that, based upon the Owner's belief, the following Eligible Tenant residing at the Subject Property is entitled to the following payment:

KELLY KIMBALL                      \$ 5,261.00

One-half of the statutory relocation payment (\$2,630.50) is paid with the service of this 60 Day Notice of Termination of Tenancy, and one-half will be paid when the Eligible Tenant vacates. *Section 37.9C of the San Francisco Rent Ordinance, and the most recent Relocation Payments schedule for no cause evictions under Sections 37.9(a)(8), (10), (11), and (12) are attached collectively hereto as Exhibit "C" and incorporated herein by reference*

The Owner ANNE KIHAGI owns no other residential properties. Therefore, she owns no other vacant, available, incomparable and comparable units anywhere else to offer you for rent when this Notice expires.

The Owner ANNE KIHAGI currently resides with her sister in Unit #6 at 3947 18<sup>th</sup> Street, San Francisco, California 94114. The Owner plan to renovate the Subject Property before she move into it, and she will continue to reside in Unit #6 until the Subject Property is finished and ready for occupancy within three months.

The signed declaration of Owner ANNE KIHAGI is attached hereto and is incorporated herein by reference, and the pertinent law and relevant information has been provided to you as required under Section 37.9B of the San Francisco Administrative Code. In addition, pertinent information regarding Owner Move-In Evictions of Minor Children During the School Year is attached hereto as Exhibit "D."

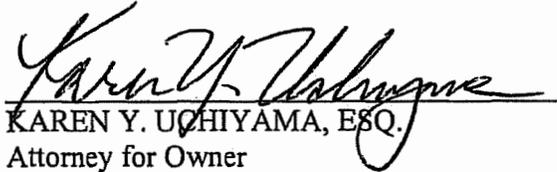
Be advised you have the legal right to request an initial inspection of your unit and be present during the inspection. The purpose of this inspection is to allow you the opportunity to correct any deficiencies in the unit in order to avoid deductions from your security deposit, if any. Please contact the Owner to request an initial inspection.

State law permits former tenants to reclaim abandoned personal property left at the former address of the tenant, subject to certain conditions. You may or may not be able to reclaim property without incurring additional costs, depending on the cost of storing the property and the length of time before it is reclaimed. In general, these costs will be lower the sooner you contact your former landlord after being notified that property belonging to you was left behind after you moved out.

**THIS NOTICE SUPERSEDES AND REPLACES ANY AND ALL WRITTEN NOTICES TO TERMINATE TENANCY PREVIOUSLY SERVED UPON YOU.**

ADVICE REGARDING THIS NOTICE is available from the San Francisco Residential Rent Stabilization and Arbitration Board located at 25 Van Ness Avenue, Room 320, San Francisco, California, 415.252.4600.

Date: June 28, 2014



KAREN Y. UCHIYAMA, ESQ.

Attorney for Owner

ANNE KIHAGI

1441 Baker Street

San Francisco, California 94115

Telephone: 415.563.9300

cc: San Francisco Rent Stabilization and Arbitration Board



1                   9. I am requesting, in good faith, and without any ulterior motive, that the  
2 current tenant and unknown occupants move out of the Subject Property and all of the common  
3 areas, so I can permanently move into the Subject Property, and use and occupy it as my principal  
4 place of residence.

5                   10. In the event that I do not reside at the Subject Property for 36 continuous  
6 months after taking possession thereof, I agree and promise that the same approved tenant, Kelly  
7 Kimball, who resides at the Subject Property now, has the right to re-rent the same unit at the  
8 same rent he is paying now (\$1,626.61 per month) subject to any lawful rent increases.

9                   11. Since the tenant has resided at the Subject Property for more than twelve  
10 months, he is entitled to, and I am willing to pay him, relocation expenses in the sum of five  
11 thousand two hundred sixty one dollars (\$5,261.00), in two installment payments. All security  
12 and refundable deposits will be handled according to California law.

13                   12. The first installment payment in the sum of two thousand six hundred and  
14 thirty dollars and fifty cents (\$2,630.50) to the approved tenant, Kelly Kimball, who has resided  
15 at the Subject Property for twelve months or more, is enclosed along with the Sixty Day Notice  
16 of Termination of Tenancy and this declaration.

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

19                   Executed this ~~28~~<sup>28</sup> day of June, 2014 at San Francisco, California.

20  
21                     
22                   ANNE KIHAGI

Recording Requested By

AND WHEN RECORDED MAIL TO:

Name Anne Kihagi  
Street PO Box 691889  
Address  
City & State LOS ANGELES, CA 90069

CONFORMED COPY of document recorded

08/05/2013, 2013J718772  
OR \_\_\_\_\_ with document no \_\_\_\_\_  
This document has not been compared with the original  
SAN FRANCISCO ASSESSOR-RECORDER

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

Assessor Lot 086; Block 3584  
3947 18<sup>th</sup> Street, San Francisco, Ca 94114

The undersigned grantor (s) declare (s):  
Documentary transfer tax is \$

City transfer tax is \$ --0-- (Zero) *RET 11925.64*

( ) computed on full value of property conveyed, or

( ) computed on full value less value of liens and encumbrances remaining at time of sale.

( ) Unincorporated area: ( X ) City of San Francisco, and

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

*Grantors + Guarantees  
are compared of the same parties  
whose proportional interest will  
remain the same following the  
transfer.*

Xelan Prop 1, LLC, a California Limited Company

hereby GRANT(s), Anne Kihagi, a single woman

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

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF

Dated July 30, 2013

STATE OF CALIFORNIA,

COUNTY OF Los Angeles ) SS.

On Aug. 2, 2013 before me,

S. Alvarez, Notary Public, personally appeared

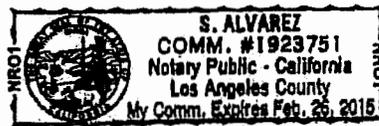
Annie Kihagi

*Annie Kihagi, Manager*  
Xelan Prop 1, LLC, a California Limited Company  
By Anne Kihagi, Managing Member

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

*[Handwritten Signature]*

(This area for official notarial seal)

MAIL TAX SAME AS ABOVE

EXHIBIT "A"

**ORDER NO.**

**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 Southerly line of 18th Street, distant thereon 280 feet Easterly from the Easterly line of Noe Street; running thence Easterly along the said Southerly line of 18th Street 25 feet; thence at a right angle Southerly 114 feet; thence at a right angle Westerly 25 feet; and thence at a right angle Northerly 114 feet to the Southerly line of 18th Street and the point of beginning.

Being a portion of Mission Block No. 106.

Assessor's Lot 086; Block 3584

CITY &amp; COUNTY OF SAN FRANCISCO

Rent Board

**Section 37.9B Tenant Rights In Evictions Under Section 37.9(a)(8)**

[Added by Ord. No. 293-98, effective November 1, 1998; amended by Ord. No. 57-02, effective June 2, 2002; amended by Proposition H, effective December 22, 2006]

(a) Any rental unit which a tenant vacates after receiving a notice to quit based on Section 37.9(a)(8), and which is subsequently no longer occupied as a principal residence by the landlord or the landlord's grandparent, parent, child, grandchild, brother, sister, or the landlord's spouse, or the spouses of such relations must, if offered for rent during the three-year period following service of the notice to quit under Section 37.9(a)(8), be rented in good faith at a rent not greater than that which would have been the rent had the tenant who had been required to vacate remained in continuous occupancy and the rental unit remained subject to this Chapter. If it is asserted that a rent increase could have taken place during the occupancy of the rental unit by the landlord if the rental unit had been subjected to this Chapter, the landlord shall bear the burden of proving that the rent could have been legally increased during that period. If it is asserted that the increase is based in whole or in part upon any grounds other than that set forth in Section 37.3(a)(1), the landlord must petition the Rent Board pursuant to the procedures of this Chapter. Displaced tenants shall be entitled to participate in and present evidence at any hearing held on such a petition. Tenants displaced pursuant to Section 37.9(a)(8) shall make all reasonable efforts to keep the Rent Board apprised of their current address. The Rent Board shall provide notice of any proceedings before the Rent Board to the displaced tenant at the last address provided by the tenant. No increase shall be allowed on account of any expense incurred in connection with the displacement of the tenant.

(b) Any landlord who, within three years of the date of service of the notice to quit, offers for rent or lease any unit in which the possession was recovered pursuant to Section 37.9(a)(8) shall first offer the unit for rent or lease to the tenants displaced in the same manner as provided for in Sections 37.9A(c) and (d).

(c) In addition to complying with the requirements of Section 37.9(a)(8), an owner who endeavors to recover possession under Section 37.9(a)(8) shall inform the tenant of the following information in writing and file a copy with the Rent Board within 10 days after service of the notice to vacate, together with a copy of the notice to vacate and proof of service upon the tenant:

- (1) The identity and percentage of ownership of all persons holding a full or partial percentage ownership in the property;
  - (2) The dates the percentages of ownership were recorded;
  - (3) The name(s) of the landlord endeavoring to recover possession and, if applicable, the names(s) and relationship of the relative(s) for whom possession is being sought and a description of the current residence of the landlord or relative(s);
  - (4) A description of all residential properties owned, in whole or in part, by the landlord and, if applicable, a description of all residential properties owned, in whole or in part, by the landlord's grandparent, parent, child, grandchild, brother, or sister for whom possession is being sought;
  - (5) The current rent for the unit and a statement that the tenant has the right to re-rent the unit at the same rent, as adjusted by Section 37.9B(a) above;
  - (6) The contents of Section 37.9B, by providing a copy of same; and
  - (7) The right the tenant(s) may have to relocation costs and the amount of those relocation costs.
- (d) The landlord shall pay relocation expenses as provided in Section 37.9C.

(e) Within 30 days after the effective date of a written notice to vacate that is filed with the Board under Section 37.9B(c) the Board shall record a notice of constraints with the County Recorder identifying each unit on the property that is the subject of the Section 37.9B(c) notice to vacate, stating the nature and dates of applicable restrictions under Section 37.9(a)(8) and 37.9B. If a notice of constraints is recorded but the tenant does not vacate the unit, the landlord may apply to the Board for a rescission of the recorded notice of constraints.



City and County of San Francisco

EXHIBIT "B"

CITY & COUNTY OF SAN FRANCISCO

Rent Board

## Section 37.9C Tenants Rights To Relocation For No-Fault Evictions

[Added by Proposition H, effective December 22, 2006; annotated section 37.9C(a)(1) to reference California Civil Code Section 1947.9, which went into effect on January 1, 2013]

(a) **Definitions.**

(1) **Covered No-Fault Eviction Notice.** For purposes of this section 37.9C, a Covered No-Fault Eviction Notice shall mean a notice to quit based upon Section 37.9(a)(8), (10), (11), or (12). [However, effective January 1, 2013, the amount of relocation payments for temporary displacement of a tenant household under Section 37.9(a)(11) for less than 20 days is governed by California Civil Code Section 1947.9 and not by this Section.]

(2) **Eligible Tenant.** For purposes of this section 37.9C, an Eligible Tenant shall mean any authorized occupant of a rental unit, regardless of age, who has resided in the unit for 12 or more months.

(b) Each Eligible Tenant who receives a Covered No-Fault Eviction Notice, in addition to all rights under any other provision of law, shall be entitled to receive relocation expenses from the landlord, in the amounts specified in section 37.9C(e).

(c) On or before the date of service of a Covered No-Fault Eviction Notice, the landlord shall notify all occupant(s) in the unit in writing of the right to receive payment under this section 37.9C and the amount of that relocation and shall provide a copy of section 37.9C. Such notification shall include a statement describing the additional relocation expenses available for Eligible Tenants who are senior or disabled and for households with children. The landlord shall file a copy of this notification with the Rent Board within 10 days after service of the notice, together with a copy of the notice to vacate and proof of service upon the tenant.

(d) A landlord who pays relocation expenses as required by this section in conjunction with a notice to quit need not pay relocation expenses with any further notices to quit based upon the same just cause under Section 37.9(a) for the same unit that are served within 180 days of the notice that included the required relocation payment. The relocation expenses contained herein are separate from any security or other refundable deposits as defined in California Code Section 1950.5. Further, payment or acceptance of relocation expenses shall not operate as a waiver of any rights a tenant may have under law.

(e) Relocation expenses shall be:

(1) Each Eligible Tenant receiving a Covered No-Fault Eviction Notice shall receive \$4,500, \$2,250 of which shall be paid at the time of the service of the notice to quit, and \$2,250 of which shall be paid when the unit is vacated. In no case, however, shall the landlord be obligated under this section 37.9C(e)(1) to provide more than \$13,500 in relocation expenses to all Eligible Tenants in the same unit.

(2) In addition, each Eligible Tenant who is 60 years of age or older or who is disabled within the meaning of Section 12955.3 of the California Government Code, and each household with at least one Eligible Tenant and at least one child under the age of 18 years, shall be entitled to receive an additional payment of \$3,000.00, \$1,500.00 of which shall be paid within fifteen (15) calendar days of the landlord's receipt of written notice from the Eligible Tenant of entitlement to the relocation payment along with supporting evidence, and \$1,500 of which shall be paid when the Eligible Tenant vacates the unit. Within 30 days after notification to the landlord of a claim of entitlement to additional relocation expenses because of disability, age, or having children in the household, the landlord shall give written notice to the Rent Board of the claim for additional relocation assistance and whether or not the landlord disputes the claim.

(3) Commencing March 1, 2007, these relocation expenses, including the maximum relocation expenses per unit, shall increase annually, rounded to the nearest dollar, at the rate of increase in the "rent of primary residence" expenditure category of the Consumer Price Index (CPI) for All Urban Consumers in the San Francisco-Oakland-San Jose Region for the preceding calendar year, as that data is made available by the United States Department of Labor and published by the Board.

(f) The provisions of this Ordinance shall apply to all notices to quit served on or after August 10, 2006.



City and County of San Francisco

EXHIBIT "C"

City and County of San Francisco



Residential Rent Stabilization and Arbitration Board

**Relocation Payments for Evictions based on Owner/Relative Move-In OR Demolition/Permanent Removal of Unit from Housing Use OR Temporary Capital Improvement Work OR Substantial Rehabilitation\***

Date of Service of Notice of Termination of Tenancy ("Eviction Notice")	Relocation Amount Due Per Tenant	Maximum Relocation Amount Due Per Unit	PLUS Additional Amount Due for Each Elderly (60 years or older) or Disabled Tenant or Household with Minor Child(ren)
3/01/13 – 2/28/14	\$5,207.00	\$15,621.00	\$3,472.00
3/01/14 – 2/28/15	\$5,261.00	\$15,783.00	\$3,508.00

\*See Ordinance Section 37.9C for additional relocation requirements for evictions under 37.9(a)(8) (owner/relative move-in), 37.9(a)(10) (demolition/permanent removal from housing use), 37.9(a)(11) (temporary eviction for capital improvement work) and 37.9(a)(12) (substantial rehabilitation). [However, effective 1/1/13, the amount of relocation payments for temporary capital improvement evictions under 37.9(a)(11) for less than 20 days is governed by California Civil Code Section 1947.9 and not by Rent Ordinance Section 37.9C.]

**Pagos de traslado por desalojo debidos a mudanza del propietario/pariente O por demolición/eliminación definitiva del uso de la unidad como vivienda O trabajos temporales de mejora de capital O rehabilitación substancial\***

Fecha del servicio de entrega del aviso de desalojo	Monto de traslado correspondiente por inquilino	Monto de traslado máximo correspondiente por unidad	ADICIONAL Monto adicional correspondiente por cada persona mayor de edad (60 años o más) o inquilino discapacitado o familia con niños menores
3/01/13 – 2/28/14	\$5,207.00	\$15,621.00	\$3,472.00
3/01/14 – 2/28/15	\$5,261.00	\$15,783.00	\$3,508.00

\*Ver la Sección 37.9C de la Ordenanza para requisitos adicionales de traslado por desalojo según 37.9(a)(8) (mudanza del dueño/pariente), 37.9(a)(10) (demolición/eliminación definitiva del uso de la unidad como vivienda), 37.9(a)(11) (trabajos temporales de mejora de capital) y 37.9(a)(12) (rehabilitación substancial). [Sin embargo, efectivo 1/1/13, la cantidad del pago de traslado para los desalojos temporales de mejora de capital bajo la Sección 37.9(a)(11) por menos de 20 días está gobernado por la Sección del Código Civil de California 1947.9 y no por la Sección 37.9C de la Ordenanza.]

**以業主/親屬身份入住，或拆除/出租單位，且永遠不再做為居住房屋使用或臨時資本設備改善工程或大規模裝修為由進行迫遷的搬遷費\***

送達迫遷通知的日期	每位房客應得的搬遷費金額	每個單位應得的最高搬遷費金額	外加 每位老年 (60歲或以上) 或殘障房客或每戶有未成年兒童的家庭應得的額外金額
3/01/13 – 2/28/14	\$5,207.00	\$15,621.00	\$3,472.00
3/01/14 – 2/28/15	\$5,261.00	\$15,783.00	\$3,508.00

\*請參閱《租賃條例》第 37.9C 節中有關依照第 37.9(a)(8) 節 (業主/親屬入住)、第 37.9(a)(10) 節 (拆除/出租單位永遠不再做為居住房屋使用)、第 37.9(a)(11) 節 (臨時資本設備改善工程) 及第 37.9(a)(12) 節 (大規模裝修) 迫遷的額外搬遷費要求。[然而從 2013年1月1日開始生效，因主要修繕的臨時遷出少於30天受租務條例37.9(a)(11) 條的制約。此類搬家費用金額由加州民事訴訟法1947.9條規管制而不是租務條例 37.9C條制約。]

**Rent Board**

CITY & COUNTY OF SAN FRANCISCO

**New Amendment Prohibiting Owner Move-In Evictions of Minor Children During The School Year**

Ordinance No. 33-10, which was recently passed by the Board of Supervisors and signed by the mayor, became effective on March 14, 2010. The Ordinance amendment adds new section 37.9(j), which generally provides that a tenant who has resided in the unit for at least one year, and has a child under the age of 18 who also resides in the unit, may not be evicted during the school year for an owner or relative move-in eviction. However, there are two exceptions: an owner move-in eviction may proceed if there is only one unit owned by the landlord in the building; or, if there are multiple units in the building, an owner move-in eviction may proceed if the owner will move into the unit with a minor child. These exceptions do not apply to relative move-in evictions. The eviction notice for owner/relative move-in must inform the tenant of this new restriction, and that the tenant must submit a written claim of such protected status with supporting documentation within 30 days of receipt of the landlord's notice. Any dispute regarding a tenant's protected status may be decided by the court or the Rent Board. Section 37.9(j) is set forth below.

(j) The following additional provision shall apply to a landlord who seeks to recover a rental unit by utilizing the grounds enumerated in Section 37.9(a)(8):

(1) It shall be a defense to an eviction under Section 37.9(a)(8) if any tenant in the rental unit has a custodial or family relationship with a child under the age of 18 who is residing in the unit, the tenant with the custodial or family relationship has resided in the unit for 12 months or more, and the effective date of the notice of termination of tenancy falls during the school year. The term "school year" as used in this Section 37.9(j) means the first day of instruction for the Fall Semester through the last day of instruction for the Spring Semester, as posted on the San Francisco Unified School District website for each year.

(2) The foregoing provision Section 37.9(j)(1) shall not apply where there is only one rental unit owned by the landlord in the building, or where the owner who will move into the unit pursuant to a Section 37.9(a)(8) eviction has a custodial or family relationship with a child under the age of 18 who will reside in the unit with the owner.

(3) Within 30 days of personal service by the landlord of a written request, or, at the landlord's option, a notice of termination of tenancy under Section 37.9(a)(8), the tenant must submit a statement with supporting evidence to the landlord, if the tenant claims to be a member of the class protected from eviction by Section 37.9(j). The landlord's written request or notice shall contain a warning that a tenant's failure to submit a statement within the 30 day period shall be deemed an admission that the tenant is not protected from eviction by Section 37.9(j). The landlord shall file a copy of the landlord's request or notice with the Rent Board within 10 days of service on the tenant. A tenant's failure to submit a statement within the 30 day period shall be deemed an admission that the tenant is not protected from eviction by Section 37.9(j). A landlord may challenge a tenant's claim of protected status either by requesting a hearing with the Rent Board or, at the landlord's option, through commencement of eviction proceedings, including service of a notice of termination of tenancy. In the Rent Board hearing or the eviction action, the tenant shall have the burden of proof to show protected status. No civil or criminal liability under Section 37.9(e) or (f) shall be imposed upon a landlord for either requesting or challenging a tenant's claim of protected status.

(4) For purposes of this Section 37.9(j), the term "custodial relationship" means that the person is a legal guardian of the child, or has a court-recognized caregiver authorization affidavit for the child, or that the person has provided full-time custodial care of the child pursuant to an agreement with the child's legal guardian or court-recognized caregiver and has been providing that care for at least one year or half of the child's lifetime, whichever is less. The term "family relationship" means that the person is the parent, grandparent, brother, sister, aunt or uncle of the child, or the spouse or domestic partner of such relations.



City and County of San Francisco

**EXHIBIT** "D"

ANNE KIHAGI

4399

'90/7162

DATE 6/27/14

PAY TO THE ORDER OF

KELLY KIMBERLY

\$ 2,130.50

TWENTY SIX THOUSAND FIFTY DOLLARS

DOLLARS



CHASE

JPMorgan Chase Bank, N.A.  
www.Chase.com

MEMO

Robotron Fee

*Anne Kihagi*

**PROOF OF SERVICE PURSUANT TO C.C.P. § 1162**

At the time of service I was at least 18 years of age, and I served:  
**AMENDED SIXTY DAY NOTICE OF TERMINATION OF TENANCY**  
**[OWNER MOVE IN PER SFRO SECTION 37.9(a)(8)]**

as follows:

**TO OCCUPANTS: KELLY KIMBALL, and All Occupants in Possession**  
**PREMISES: 3947 18<sup>th</sup> Street, Unit #5, San Francisco, California 94114**

\_\_\_ On \_\_\_\_\_, 2014 at \_\_:\_\_.m, I personally delivered a copy of the above document(s) to each person listed below as follows:

\_\_\_ KELLY KIMBALL

+++++  
**XX** On June 28 2014 at 4:50pm., I posted a copy of the above document(s) in a conspicuous place on the premises because I could not find a person of suitable age or discretion at the premises, nor at any known place of residence or business of any person named in the notice.; and

OR

\_\_\_ On \_\_\_\_\_, 2014 at \_\_:\_\_.m., I left a copy with \_\_\_\_\_, who is of suitable age and discretion, at the known place of residence or business of any person named in the notice., at the address stated below; and

**XX** On June 28, 2014, I mailed a true and correct copy of the above document(s) in a separate envelope to each person listed below by first class mail, postage prepaid, from San Francisco, California, as follows:

Kelly Kimball  
And All Occupants in Possession  
3947 18<sup>th</sup> Street, Unit #5,  
San Francisco, CA 94114

San Francisco Rent Stabilization and  
Authorization Board  
25 Van Ness Avenue, Suite 320  
San Francisco, CA 94102

RECEIVED  
2014 JUL -8 PM 12:38  
S.F. RESIDENTIAL RENT  
STABILIZATION AND  
ARBITRATION BOARD

I am / not a registered California process server. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: June 28, 2014

Anna Kihagi  
ANNA KIHAGI  
584 Castro Street, #199  
San Francisco, CA 94114  
(323) 244-9178

PROOF OF  
SERVICE

# EXHIBIT L

RECORDING REQUESTED BY:

Old Republic Title Company

Order No.: 0224032514-AN  
APN: Lot 14; Block 3646

When Recorded Mail Document and Tax Statements to:

Renka Prop LLC  
PO Box 691889  
Los Angeles, CA 90069

20149J89464800003  
San Francisco Assessor-Recorder  
Carmen Chu, Assessor-Recorder  
DOC 2014-J894648-00  
Acct 5002-Old Republic Title Company  
Friday, JUN 13, 2014 12:11:13  
Ttl Pd\$19,343.50 Nbr-0004955201  
oJl/RE/1-3

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

### Grant Deed

The undersigned grantor(s) declare(s):  
Documentary Transfer Tax is \$19,312.50  
 (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,  
Gerardo Valdivieso, an unmarried man and Julio Valdivieso, an unmarried man

hereby GRANT(S) to  
Renka Prop 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. \* \* \* commonly known as 1135 - 1139 Guerrero Street, San Francisco, CA 94110

Date: June 03, 2014

Gerardo Valdivieso  
Gerardo Valdivieso

Signed in Counterpart  
Julio Valdivieso

State of California  
County of Ventura

On June 4, 2014 before me, Lorenzo A. Solis, a  
Notary Public, personally appeared Gerardo Valdivieso,  
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 Lorenzo A. Solis  
Name Lorenzo A. Solis  
(typed or printed)

(Area reserved for official notarial seal)



Grant Deed

MAIL TAX STATEMENTS AS DIRECTED ABOVE

CERTIFIED COPY

RECORDING REQUESTED BY:

Old Republic Title Company

Order No.: 0224032514-AN  
APN: Lot 14; Block 3646

When Recorded Mail Document and Tax Statements to:

Renka Prop LLC  
PO Box 691889  
Los Angeles, CA 90069

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

Grant Deed

The undersigned grantor(s) declare(s):  
Documentary Transfer Tax is \$19,312.50  
(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,  
Gerardo Valdivieso, an unmarried man and Julio Valdivieso, an unmarried man

hereby GRANT(S) to  
Renka Prop 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. \* \* \* commonly known as 1135 - 1139 Guerrero Street, San Francisco, CA 94110

Date: June 03, 2014

Signed in Counterpart

Gerardo Valdivieso

*Julio Valdivieso*  
Julio Valdivieso

State of California

County of San Francisco

On 6-03-2014 before me, James Geppert Notary Public, a Notary Public, personally appeared Julio Valdivieso 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.

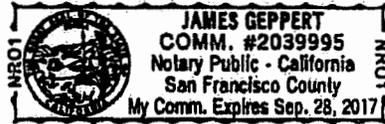
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Name

*James Geppert*  
James Geppert  
(typed or printed)



(Area reserved for official notarial seal)

Y400 04/11/2020

ORDER NO. : 0224032514-AN

EXHIBIT A

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

Commencing at a point on the Easterly line of Guerrero Street distant thereon 42 feet 9 inches Northerly from the Northerly line of Elizabeth Street; running thence Northerly and along said Easterly line of Guerrero Street 30 feet; thence at a right angle Easterly 100 feet; thence at a right angle Southerly 30 feet; thence at a right angle Westerly 100 feet to the Easterly line Guerrero Street and the point of commencement.

Being part of Horner's Addition Block No. 11

Assessor's Lot 14; Block 3646

Assessor's Office

# EXHIBIT M

RECORDING REQUESTED BY:  
Fidelity National Title Company  
Escrow No.: 12-545792-AC  
Locate No.: CAFNT0938-0938-0003-0000545792  
Title No.: 12-545792-JJ

When Recorded Mail Document  
and Tax Statement To:  
Ms. Anne Kihagi  
P.O. BOX 691889  
Los Angeles, CA. 90069

20149J86211300002  
San Francisco Assessor-Recorder  
Carmen Chu, Assessor-Recorder  
DOC 2014-J862113-00  
Acct 2005:Fidelity Title Company Concord  
Thursday, APR 10, 2014 08:45:56  
Ttl Pd \$7,715.50 Nbr-0004917024  
oal/RE/1-2

APN: Lot 014, Block 4271 (1378-1382 Alabama St.)

SPACE ABOVE THIS LINE FOR RECORDER'S  
USE

**GRANT DEED**

The undersigned grantor(s) declare(s)  
Documentary transfer tax is \$7,687.50

[ ] computed on full value of property conveyed, or  
[ ] computed on full value less value of liens or encumbrances remaining at time of sale,  
[ ] Unincorporated Area City of San Francisco,

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Louisa Varela, Trustee of the Louisa Varela Trust Agreement Dated February 22, 2000

hereby GRANT(S) to Anne Kihagi, an unmarried woman as her separate estate

the following described real property in the City of San Francisco, County of San Francisco, State of California:  
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

DATED: April 4, 2014

State of California )  
County of SAN MATEO )  
On APRIL 08 2014 before me,  
MILAGROS CHAN, Notary Public  
(here insert name and title of the officer), personally appeared  
Louisa Varela LOUISA VARELA

The Louisa Varela Trust Agreement dated February 22, 2000

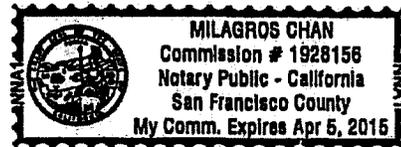
By Louisa Varela  
Louisa Varela, Trustee

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)



**MAIL TAX STATEMENTS AS DIRECTED ABOVE**

FD-213 (Rev 12/07)  
(grant) (10-03) (Rev. 07-11)

GRANT DEED

**CERTIFIED COPY**

Escrow No.: 12-545792-AC  
Locate No.: CAFNT0938-0938-0003-0000545792  
Title No.: 12-545792-JJ

**EXHIBIT "A"**

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

BEGINNING at a point on the Westerly line of Alabama Street, distant thereon 76 feet Northerly from the Northerly line of the 26th Street; running thence Northerly along said line of Alabama Street 25 feet; thence at a right angle Westerly 100 feet; thence at a right angle Southerly 25 feet; thence at a right angle Easterly 100 feet to the point of beginning.

BEING a portion of Mission Block No. 179.

APN: Lot 014, Block 4271

**CERTIFIED COPY**

Recording Requested By



San Francisco Assessor-Recorder  
Garnet Chu, Assessor-Recorder  
DOC- 2014-J873851-00

Monday, MAY 05, 2014 14:59:00  
Tel Pd \$21.00 Rpt # 0004930782  
cal/MA/1-2

AND WHEN RECORDED MAIL TO:

Name Jambax 2, LLC  
Street PO Box 691889  
Address  
City & State LOS ANGELES, CA 90069

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

Assessor Lot 014; Block 4271  
1378-1382 Alabama Street, San Francisco, CA

The undersigned grantor (s) declare (s):

Documentary transfer tax is \$

City transfer tax is \$ -0- (Zero)

( ) computed on full value of property conveyed, or

( ) computed on full value less value of liens and encumbrances remaining at time of sale.

( ) Unincorporated area: ( X ) City of San Francisco, and

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

*R+T 11925(d)  
The grantors + grantee in this conveyance are comprised of the same parties who will continue to hold the same proportionate interest in the property. R+T 11925(d)*

Anne Kihagi, a single woman

hereby GRANT(s), Jambax 2, LLC, a California Limited Liability Company

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

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT " A " AND MADE A PART HEREOF

Dated April 30, 2014

STATE OF CALIFORNIA,

COUNTY OF Los Angeles )SS.

On 4-30-14 before me,

Cecily Gulihur a notary public, personally appeared

anne kihagi

Anne Kihagi  
Jambax 2, LLC, a California Limited Company  
By Anne Kihagi, Managing Member

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 \_\_\_\_\_



(This area for official notarial seal)

MAIL TAX SAME AS ABOVE

CERTIFIED COPY

**LEGAL DESCRIPTION**

**EXHIBIT "A"**

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

BEGINNING at a point on the Westerly line of Alabama Street, distant thereon 76 feet Northerly from the Northerly line of the 26th Street; running thence Northerly along said line of Alabama Street 25 feet; thence at a right angle Westerly 100 feet; thence at a right angle Southerly 25 feet; thence at a right angle Easterly 100 feet to the point of beginning.

BEING a portion of Mission Block No. 179.

APN: Lot 014, Block 4271

**CERTIFIED COPY**

# EXHIBIT N

**RECORDING REQUESTED BY:**

City and County of San Francisco  
Residential Rent Stabilization & Arbitration Board  
25 Van Ness Avenue, Suite 320  
San Francisco, CA 94102

**WHEN RECORDED MAIL TO:**

City and County of San Francisco  
Residential Rent Stabilization & Arbitration Board  
25 Van Ness Avenue, Suite 320  
San Francisco, CA 94102



San Francisco Assessor-Recorder  
Carmen Chu, Assessor-Recorder

**DOC- 2014-J957404-00**

Acct 37-Rent Arbitration Board

Thursday, OCT 02, 2014 11:36:31

Ttl Pd \$0.00 Rcpt # 0005026624

oma/MA/1-1

**NOTICE OF CONSTRAINTS ON REAL PROPERTY**

(to be recorded by the Rent Board)

Pursuant to San Francisco Administrative Code Chapter 37, Section 37.9B, constraints on re-rental apply to a rental unit which a tenant vacates after receiving a notice to quit based on Section 37.9(a)(8) of the San Francisco Rent Ordinance.

The real property where the rental unit is located is specifically described as:

Block: 3584

Lot: 086

Name of Owner(s): Anne Kihagi

The constraints apply to the following rental unit:

Address: 3947 18<sup>th</sup> Street, Unit #5, San Francisco, CA 94114

The date of service of the notice to quit was June 28, 2014

The constraints set forth in San Francisco Administrative Code Sections 37.9B(a) and 37.9B(b) apply to the rental unit until: June 28, 2017. (Three years from date of service of notice to quit)

**THE TERMS AND OBLIGATIONS AS NAMED IN THIS DOCUMENT WILL TERMINATE AUTOMATICALLY, WITHOUT THE NECESSITY OF ANY RECORDED TERMINATION AFTER June 28, 2017.**

  
Delene Wolf, Executive Director  
San Francisco Residential Rent Stabilization and Arbitration Board

# EXHIBIT O

Recording Requested By



San Francisco Assessor-Recorder  
Carmen Chu, Assessor-Recorder  
DOC- 2014-J954486-00

Wednesday, SEP 24, 2014 15:52:30  
Tel Pd \$21.00 Rpt # 0005823892  
088/AB/1-2

AND WHEN RECORDED MAIL TO:

Name Nozari 2, LLC  
Street PO Box 691889  
Address  
City & State LOS ANGELES, CA 90069

SPACE ABOVE THIS LINE FOR RECORDER'S USE

2 03

GRANT DEED

Assessor Lot 886; Block 3584  
3947 18<sup>th</sup> Street, San Francisco, Ca 94114

The undersigned grantor (s) declare (s):

Documentary transfer tax is \$ 0  
( ) computed on full value of property conveyed, or  
( ) computed on full value less value of liens and encumbrances remaining at time of sale, transfer, or the same parties  
( ) Unincorporated area: ( X ) City of San Francisco, and  
FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged.

City transfer tax is \$ 0 (Zero)

PTD 1184

The grantor regarding this  
will continue to hold same  
W/land after the transfer

Anne Kihagi, a single woman

hereby GRANT(s), Nozari 2, LLC, a California Limited Company

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

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT " A " AND MADE A PART HEREOF

Dated September 15, 2014

STATE OF CALIFORNIA,

COUNTY OF Los Angeles ) S.S.

On September 15th, 2014 before me,

Anne Kihagi, personally appeared

Anne Kihagi  
Anne Kihagi

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 Alicia Lopez

(This area for official notarial seal)

MAIL TAX SAME AS ABOVE

**ORDER NO.**

**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 Southerly line of 18th Street, distant thereon 280 feet Easterly from the Easterly line of Noe Street; running thence Easterly along the said Southerly line of 18th Street 25 feet; thence at a right angle Southerly 114 feet; thence at a right angle Westerly 25 feet; and thence at a right angle Northerly 114 feet to the Southerly line of 18th Street and the point of beginning.

Being a portion of Mission Block No. 106.

Assessor's Lot 086; Block 3584