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Attorney for,
Gerard F. Keena, II, Receiver

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA

THE PEOPLE OF THE STATE OF
CALIFORNIA, BY AND THROUGH ZACH
COWAN, AS CITY ATTORNEY FOR THE
CITY OF BERKELEY

Petitioner,

vs.

LEONARD FELTON POWELL, THE
LEONARD POWELL LIVING TRUST, and
DOES 1 to 20 inclusive,

Respondents.

Case Number: RG15762567

**RECEIVER'S REPLY TO
RESPONDENT'S OPPOSITION TO
MOTION FOR ORDER:**

- 1) Approving and Settling Receiver's
Final Report and Accounting;**
- 2) Approving Final Compensation and
Reimbursement of Expenses of
Receiver;**
- 3) Retaining Jurisdiction regarding this
Receivership**

Date: April 23, 2019
Time 9:00 a.m.
Dept. 511

Judge: Hon. Jeffrey Brand

Exempt from Filing Fees [Gov. Code § 6103]

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Scheduled for hearing on April 23, 2019, is the Receiver's Motion for an Order
4 Approving and Settling the Receiver's Final Report and Accounting, Approving the Final
5 Compensation and Reimbursement of Advances of the Receiver, and Retaining Jurisdiction
6 regarding this Receivership for such other orders as this Court sees fit to issue.

7 The Respondent's Opposition/Objection to the Receiver's Motion can be summarized as
8 follows:

- 9 1. Respondent objects to the imposition of a Receivership.
10 2. The cost of the Receivership is too high.
11 a. The costs for construction were too high.
12 b. The Receiver's fees were too high.
13 3. Respondent needs more time to determine what costs/fees are too high.

14 What is lacking from all of these objections, even after two years of litigation and the
15 production of hundreds of pages of documents, is a single specific complaint as to what may
16 have been too high. Therefore, as set forth more fully below, these objections are time barred
17 and lack the specificity required by the code.

18 **II. THE RECEIVERSHIP WAS PUT IN PLACE MORE THAN TWO YEARS AGO.**

19 Respondent was entitled to assert his objection to the Receivership. However, his
20 attorney stipulated to the Receivership and it was ordered more than two years ago. Even had he
21 not stipulated, the time for an appeal and/or reconsideration of that decision has long since
22 passed.

23 California Rule of Court 8.104 defines the normal deadline for filing an appeal of a state
24 court order as "(1) 60 days after the superior court clerk mails the party filing the notice of
25 appeal a document entitled "Notice of Entry" of judgment or a file-stamped copy of the
26 judgment, showing the date either was mailed; (2) 60 days after the party filing the notice of
27 appeal serves or is served by a party with a document entitled "Notice of Entry" of judgment or a
28 file-stamped copy of the judgment, accompanied by proof of service; or (3) 180 days after entry

1 of judgment.”

2 With respect to the Order Appointing the Receiver, all of those deadlines have long since
3 passed and, therefore, Respondent has waived his right to appeal that issue. Therefore, this has
4 been a moot point for a very long time.

5 **III. COSTS OF THE CONSTRUCTION AND RECEIVER’S AGENTS’ FEES.**

6 **A. The Costs of Construction Were Dictated by The City of Berkeley’s Loan** 7 **Funding Requirements.**

8 As set forth in more detail in section IV below, throughout the Receivership, the Receiver
9 has endeavored to include Respondent in the process but, in large part, those communications
10 were either ignored or met with derision and vitriol. Since the Respondent chose not to
11 participate in the decision making process when he was invited, the Receiver made the decisions
12 that he felt were for the benefit of the Receivership Estate. However, the overwhelming majority
13 of the decisions which contributed to the cost of the construction were dictated by three factors
14 that were outside of the control of the Receiver.

- 15 1. In order to qualify for the zero interest Seniors And Disabled Home Rehabilitation
16 Loan Program from the City of Berkeley, the City of Berkeley Health, Housing &
17 Community Services Department imposed numerous conditions on the type and
18 manner of construction as well as the available contractors for the project.
- 19 2. The best chance for Respondent to obtain the funding necessary to move back into his
20 home, was and remains a Veteran’s Administration loan. In order to qualify for a VA
21 loan, certain improvements were necessary which increased the cost and scope of
22 work.
- 23 3. There were issues with the house itself that necessitated repair and substantial
24 additional work. Among others, the property needed to be converted back into a
25 duplex; lead and asbestos needed remediation; and the foundation needed structural
26 work to be safe.

27 In order to qualify for the Seniors And Disabled Home Rehabilitation Loan Program
28 from the City of Berkeley, the City of Berkeley Health, Housing & Community Services

1 Department provided a 13 page Scope of Work which dictated, among other things, the process
2 of identifying potential general contractors and the process for the City to approve the general
3 contractor, the types of flooring, material for the counter tops, the type of tile, the energy star
4 rating of the appliances, the brand of the faucets, etc. (Please see Exhibit 1 to the Declaration of
5 Gerard F. Keena, II, Receiver (hereinafter "GFK Decl.")).

6 In order to pass a VA appraisal, the property must have clean drinking water, a water
7 heater, working sewage system, a heating system, the heating, cooling, electric, water and other
8 mechanical systems must be in good working order and stay that way for the foreseeable future.
9 The roof must be in good condition and offer reasonable future utility. A basement with water or
10 water damage must be repaired and the property's foundation must be stable and leak-free.
11 Finally, the property must pass a pest inspection.

12 As set forth above, the cost to correct the code violations is one thing. However, if only
13 the code violations had been fixed, Respondent would not have been able to obtain VA financing
14 and the Receiver could not have obtained a certificate of occupancy for the Property. To bring
15 the property up to a standard where the Respondent could obtain VA financing and a certificate
16 of occupancy could be issued required the conversion of the Property back into its original
17 duplex configuration, compliance with current building codes, ADA standards, and VA
18 appraisal standards which were not contemplated by the original estimate for the repair of the
19 Property and dramatically increased the total cost of construction. However, without them,
20 Respondent would not have qualified for a VA loan and would not have qualified for the zero
21 interest loan from the City of Berkeley. Additionally, since the property was converted back into
22 a duplex, it allows the Respondent to rent out one of the units and cover the cost of the financing
23 for the repairs.

24 A couple of points of note. First, when the property was professionally appraised prior to
25 the start of construction, it's appraised value was \$499,000.00 not the \$800,000 alleged by the
26 Respondent's declaration. (Exhibit 2 GFK Decl.) Second, the \$800,000 in costs for this project
27 alleged by Respondent include the payment of approximately \$86,000 towards the mortgage of
28 one of his other properties and \$31,000 of Mr. Powell's unrelated obligations (such as credit card

1 debt and a line of credit against one of his other properties).

2 **B. The Receiver's Fees and Costs and the Waiver of More than \$130,000 in Fees by**
3 **the Receiver.**

4 Mr. Keena, who has worked on this project for more than two years, has conditionally
5 agreed to waive his personal fees in the amount of \$133,800.00 if the Respondent is able to
6 obtain the necessary financing to move back into the property. He is, however, requesting the
7 repayment of \$184,729.80 expended for his staff time, legal fees, advanced funds for storage,
8 relocation, and other expenses more completely described in the attached final accounting. The
9 Receiver's staff time is not marked up and the Receiver does not profit from it in any way. It is
10 simply the hourly rate of his staff.

11 Counsel for the Receiver was appointed by this Court's Order on January 9, 2018 based
12 on an unopposed motion for the appointment of counsel. The legal fees incurred have been in
13 direct relation to the increased contention in this case since Respondent engaged new counsel in
14 October of 2018. Prior to that time, the only legal fees expended in this matter were for review
15 and revision of the contract with Habitat for Humanity. However, since new counsel's
16 engagement, there have been a battery of demands for documents both from the Receiver and
17 third parties, inspection demands, impromptu demands that Respondent be returned to the
18 property, and regular ex parte applications all of which required counsel's response.
19 Additionally, there have been numerous inquiries both by opposing parties and the Court as to
20 the procedure and methodology for winding down the Receivership. All of these activities have
21 incurred legal fees in accord with this Court's January 9, 2018 Order.

22 Furthermore, all of the above fees and costs as well as the time spent by the Receiver
23 have been included and detailed in the monthly reports and accounting filed with the Court and
24 served on the parties every month during this Receivership. Not once in the past two years has
25 there been a single specific objection to any line item in the Receiver's Reports.

26 **IV. RESPONDENT HAD YEARS TO QUESTION THE COSTS AND FEES**
27 **ASSOCIATED WITH THIS RECEIVERSHIP BUT WAITED UNTIL THE 13TH**
28 **HOUR TO DO SO.**

1 Throughout the Receivership, the Respondent and the City have been apprized of the
2 Receiver's plans for the property. Everytime there has been a material change to that plan, it was
3 presented to this Court along with the Receiver's Report detailing the change, the estimated cost
4 of the change and the reasons why the change was being recommended. Every time, the changes
5 were approved by this Court. (Please see: Initial Receiver's Report filed May 15, 2017, Order
6 Granting Application for Approval of Receiver's Plan and Authorization filed November 9,
7 2017, Receiver's Third Report filed June 28, 2018, Receiver's Final Report and Accounting filed
8 April 10, 2019.)

9 Below are a list of just some of the communications that were sent to Respondent to
10 apprise him as to the status of the property and to engage him in the process of the Receivership
11 but failed to illicit a response from him.

12 Emails dated: May 16, 22, and 24, 2017, June 8 and 9, 2017, July 31, 2017, October 7,
13 2017, November 2 and 4, 2017, December 20, 2017, June 22, 2018, September 12, 2018.
14 (collectively Exhibit 3 to GFK Decl.).

15 Additionally, the Receiver filed monthly accountings with the Court and served them on
16 the Respondent and/or his counsel (depending upon whether or not he was represented at the
17 time).

18 The Receiver met with and produced all of his files relating to the construction in
19 October of 2018. Respondent's counsel subpoenaed all of the construction files from Habitat for
20 Humanity and the Receiver facilitated their production in early January of this year – more than
21 four months ago. Despite the intervening months to review the documents, the
22 Opposition/Objection to the Receiver's Motion is devoid of a single specific reference to any line
23 item of construction costs, Receiver fees and costs, or attorney's fees and costs that the
24 Respondent finds objectionable.

25 California Rule of Court 3.1183(b) sets forth, "Unless good cause is shown, objections to
26 a receiver's interim report and accounting must be made within 10 days of notice of the report
27 and accounting, must be specific, and must be delivered to the receiver and all parties entitled to
28 service of the interim report and accounting."

1 Even long after all the reports were filed and served and even after all of the Receiver's
2 files were turned over and even after the entire construction file was produced by Habitat, the
3 Respondent has still failed to identify a single specific line item to which he objects. Instead, the
4 Receiver is left trying to rebuff the nebulous claims that "expenditures were extravagant,"
5 "material prices were ... above the standard cost," and "charges ... were unnecessary."
6 (Opposition P. 5) Clearly this is why the Rule of Court requires that the objection be specific. In
7 a project as long as this one (more than two years), with literally hundreds if not thousands of
8 individual items, it is absolutely impossible to respond to a non-specific claim. Failure to
9 specifically identify the objection denies the Receiver the opportunity to justify the cost, expense
10 or time involved and explain why it was necessary and beneficial for the Receivership Estate.

11 Finally, there has been no good cause shown as to why the Court should consider these
12 non-specific objections. While the Respondent may have been unrepresented by counsel for a
13 time prior to the appointment of the Receiver, at the time of the appointment through October of
14 2018, Respondent was represented by Manuel Juarez. Shortly after Mr. Juarez's substitution out
15 of the case, Respondent became represented by his current counsel. Furthermore, at no point has
16 the Respondent argued that the lack of counsel was why he failed to object to any of the
17 Receiver's Reports. Therefore, he cannot show the good cause necessary for the consideration of
18 these extremely late and non-specific objections.

19 **IV. CONCLUSION.**

20 Before the Court is the Receiver's Motion for an Order Discharging the Receiver and
21 Approving the Receiver's Final Report and Accounting. The Respondent has presented no legal
22 or factual basis for why the Motion should not be granted and has presented no valid objections
23 to any of the line items in any of the Receiver's prior Reports or Final Report. Therefore, the
24 Receiver should be discharged and the Final Report and Accounting approved as submitted.

25 Additionally, granting the requested Order allows for escrow to move forward, the
26 funding to be placed in escrow, title to issue and the Respondent to be returned to his home at the
27 close of escrow which has been the stated desire of the Receiver, the City, the Respondent and
28 this Court.

1 WHEREFORE, the Receiver respectfully reiterates his requests that this Court issue the
2 following Orders:

3 1. The Court approves and settles the Receiver's Final Accounting and Report as
4 presented;

5 2. The Court approves the Receiver's fees and expenses for services rendered from
6 August 7, 2017, through this hearing, with fees and costs in the amount of Receiver fees
7 previously paid of \$11,450.00 and \$184,729.80 for the Receiver's agents' fees and expenses
8 (includes waiver of \$133,800.00 in Receiver's personal fees);

9 3. If supplemental pleadings are later submitted, the Court will consider approving
10 fees and expenses Receiver submits to the Court in such supplemental pleadings as this motion,
11 the hearing thereon, and the Reply to the Opposition to this Motion were not anticipated at the
12 time the Final Accounting was prepared;

13 4. The Court orders North American Title to pay the Receiver his total outstanding
14 fees and expenses in the amount of \$184,729.80 from the funds in escrow;

15 5. The Court retains jurisdiction over any matters or claims which may later arise
16 concerning this Receivership Estate;

17 6. The Court discharges the Receiver and terminates the Receivership; and

18 7. For such further Orders as this Court deems just and proper.

19
20 DATED: April 18, 2019

The Law Offices of Nathaniel L. Marston

21
22 By: _____
23 Nathaniel L. Marston
24 Attorney for Gerard F. Keena,
Receiver
25
26
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1 **DECLARATION OF GERARD F. KEENA, II, RECEIVER**

2 I, Gerard F Keena II, declare as follows:

3 1. The following is true and correct to the best of my knowledge. If called upon to
4 do so, I could and would testify competently thereto in a court of law.

5 2. This Court appointed me, Gerard F. Keena, II as Receiver under Health and
6 Safety Code §17980.7(c) for 1911 Harmon Street, Berkeley, CA (“Property”) by way of the
7 April 13, 2017 Order Granting Petition for Receivership (“Appointment Order”).

8 3. The Receiver’s total fees and expenses from April 13, 2017 through the present
9 are \$329,979.80 (\$133,800.00 in waived personal fees, \$11,450.00 in previously paid Receiver’s
10 advances in the amount of \$184,729.80).

11 4. My office has been paid \$11,450.00 in this matter to date.

12 5. I am owed advances in the amount of \$184,729.80 after waiver of \$133,800.00
13 in my personal fees so as to facilitate Mr. Powell’s return to his home.

14 6. The Receivership Estate has been without liquid funds for some time. Therefore,
15 it is requested that my fees and expenses be paid out of the escrow open on the Property with
16 North American Title, Escrow #1510284.

17 7. Therefore, it is my recommendation that the Court allow for payment of my fees
18 and costs in the amount of \$184,729.80.

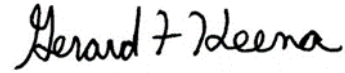
19 8. Attached hereto as Exhibit 1 is a true and correct copy of an email from Raquel
20 Molina of the Health, Housing & Community Services Department of the City of Berkeley dated
21 June 27, 2017. Attached to that email was the City of Berkeley Scope of Work requirements for
22 the Property and the work that was necessary for the Property to qualify for the Seniors And
23 Disabled Home Rehabilitation Loan Program.

24 9. Attached hereto as Exhibit 2 is a true and correct copy of the Appraisal prepared
25 by Mario Mazzamuto on October 9, 2017.

26 10. Attached hereto as Exhibit 3 are true and correct copies of the communications
27 that I sent to Respondent, his son, and his loan broker inviting them to collaborate with me on the
28 choices that needed to be made with respect to the Property.

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

3 Executed this April 18, 2019, in Berkeley, California.
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7 _____
8 Gerard F. Keena, II, Receiver
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EXHIBIT 1

From: Molina, Raquel P. <RMolina@cityofberkeley.info>
Sent: Tuesday, June 27, 2017 11:59 AM
To: Molina, Raquel P. <RMolina@cityofberkeley.info>
Cc: Gerard F. Keena II <gkeena@bayarearg.com>; Steve Anderson <steve@pinegroveassoc.com>
Subject: Mandatory Bid Walk-City of Berkeley Home Rehabilitation Program



Health, Housing &

Community Services Department

Housing & Community Services Division

Dear Contractors:

Thank you for attending The City of Berkeley's Senior-Disabled Home Rehabilitation Loan Program's Mandatory Bid Walk for 1911 Harmon St., Berkeley, CA. The Scope of Work and Bid Submission spreadsheet are attached to this email. I've also attached the most recent list of code violations for your reference.

Please refer to the scope of work for details on each line item. Overhead costs should be figured in to each line item on the bid sheet and all line items should be completed. Also, please note that the contractor will be responsible for obtaining the required permits, so those costs should be included in the permit line item.

If selected, the contractor must be able to provide the following:

- City of Berkeley business license
- Completion of City of Berkeley vendor packet
- General liability insurance (\$2 million per occurrence)
- Worker's compensation insurance (if applicable) w/waiver of subrogation

Keep in mind that this bid is for the owner occupied portion of the residence (bottom floor). A separate contract for the upstairs portion will be negotiated between the contractor and the receiver.

Bids are due on **Friday, July 7, 2017 by 5 p.m.** Bids received after that time will not be accepted. Bids may be submitted via mail, email or hand-delivered to Raquel Molina at the address below.

4/17/2019

Gmail - 1911 HARMON STREET: Mandatory Bid Walk-City of Berkeley Home Rehabilitation Program

Thank you,

Raquel Molina | Associate Management Analyst | City of Berkeley

Health, Housing and Community Services

2180 Milvia Street | Berkeley, CA 94704

☎ 510-981-5412 | 📠 510-981-5450

✉ rmolina@cityofberkeley.info

DIVISION 1**GENERAL CONDITIONS:**

1. The work performed shall be per the terms and conditions of the Owner/Contractor Contract.

2. Scope of Work: Includes all labor, materials and equipment necessary to complete the preparation, demolition, reconstruction, rehabilitation, site work and cleaning to produce a complete project.

Debris: All debris shall be disposed of legally. Include all costs for disposal of hazardous waste unless noted otherwise.

Lead-Based Paint: Some or all of the paint may be lead-based. The Contractor shall take all legally required precautions necessary including those required by law to protect persons and property from lead paint hazard. All hazardous waste shall be tested and disposed of in accordance with all laws and regulations. Protection of Property: Protect all adjacent properties and Owner's properties, including, but not limited to, automobiles, trees, shrubs, walks and driveways. Leave Owner's premises clean of paint drippings, splatter, over spray and all debris associated with the work.

3. Definitions:

Remove shall mean remove and dispose of unless otherwise noted.

Replace shall mean remove, dispose of and install new unless otherwise noted.

Install shall mean provide and install new unless otherwise noted.

Reinstall shall mean remove, clean and reinstall unless otherwise noted.

B. ALL PERMITS REQUIRED

1. Permits: Contractor shall provide all permits required to complete the work described in this scope of work. The building permit must be on site before the first payment request will be approved and a copy of the signed building permit will be required before the final progress payment will be released. The Contractor shall apply for, pay for, obtain and forward copies of the indicated permits to the following agency: _____ Building.

All work must adhere to the 2013 Energy Code

All projects permitted after January 1, 2014 require AFCI protection for electrical circuits in areas other than garages, kitchens, and bathrooms.

C. Painting-General Requirements

1. This section provides general requirements for painting specified elsewhere in the Scope of Work. All existing paint shall be assumed to be lead-based unless specifically noted otherwise. The lines below are for the Owner and Contractor to use to record color selection. Include manufacturer, manufacturer color name and manufacturer number.

Exterior Wall:

Manufacturer	Color name	Number
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Exterior Trim:

Manufacturer	Color name	Number
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Interior Wall:

Manufacturer	Color name	Number
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Interior Trim:

Manufacturer

Color name

Number

Owner

Contractor

D. 0032-CHANGE ORDER APPROVAL PROCESS

Any requests for substitutions of specified items from the original scope of work and shall include: the manufacturer's specifications; full installation instructions and warranties. The project administrator and Owner must approve the changes prior to the substitution.

E. 0046-PRE-CONSTRUCTION WALK-THRU

The Contractor, the project administrator and Owner will perform a walk-thru of the property together to clarify the work to be performed before construction begins.

F. 0051-INSURANCE REQUIREMENTS

The Contractor shall purchase, maintain and provide the project administrator with certificates of insurance for: Statutory Worker's Compensation and Employers Liability; Comprehensive General Liability Insurance with minimum bodily injury limits of \$100,000 per accident and \$300,000 per aggregate. The above policies shall name the Owner as insured beneficiary.

G. 0053-WORKER'S COMPENSATION

The Contractor shall purchase, maintain, and provide certification of Worker's Compensation to the Housing Specialist with the following limits: Coverage A - Provide Statutory Minimum Employer's Liability \$500,000 each accident; Coverage B - \$500,000 disease per employee. Certificates shall indicate contingent liability coverage and Owner's and Contractor's Protective Liability coverage is in force.

H. 0090-1 YEAR GENERAL WARRANTY

Contractor shall remedy any defect due to faulty material or workmanship and pay for all damage to other work resulting from work per the scope of work which appear within one year from final payment. Further, Contractor shall furnish Owner with all manufacturers' and suppliers' written warranties covering items furnished under this contract prior to release of the final payment.

I. 0010-OWNER ACCEPTS SCOPE OF WORK

The undersigned applicant(s) certifies they have participated in the development of this scope of work. After careful review the applicant understands and accepts the work described and has initialed and dated each page of this scope of work.

x _____ x _____
Applicant Date Applicant Date

J. 0014-CONTRACTOR ACCEPTS SCOPE OF WORK

The undersigned Contractor certifies they have carefully reviewed and agree to perform the work

described in this scope of work. The Contractor shall initial and date each page of the scope of work.

X _____

Contractor

Date

K. WALL NAMING PROTOCOLS

Walls and attached components shall be identified with the letters A, B, C, D. Wall A is always the wall closest to the address elevation or the "street side" of the house. Moving clockwise, the walls are then B, C, D, E, etc. A subset of 4 windows on the D wall, the first would be window 1D. The last is window 4D. Location markers may also be combined with the adjectives: left, right, upper, lower. For example: Patch the upper right side window casing at opening D3

L. EXTERIOR PREPARATION - LEVEL 1

Provide work site preparation in accordance with Table 8.2 of the HUD Guidelines for valuation and Control of Lead-Based Paint Hazards in Housing.

M. INTERIOR PREPARATION - LEVEL 1

Provide occupants protection and work site preparation in accordance with Table 8.1 of the HUD Guidelines for Evaluation Control of Lead-Based Paint Hazards in Housing. (Provided per request)

N. LEAD HAZARD REDUCTION PROCEDURES TO BE EMPLOYED

EXTERIOR

02710-Subdrainage System

1. Sewer Lateral Replacement

Excavate using the "open cut" or "trench" method to gain access to the area surrounding the damaged portion of the pipe. A backhoe or vacuum excavator may be used to open and refill the work area. Remove and properly dispose of the existing damaged line prior to installation of the new sewer line. During excavation, insure the site is properly secured and marked-off with yellow hazard tape tied to supports. Use clean sand or pea gravel for bedding the new sewer piping or approved bedding specified by the building department. After the drain pipe is fully bedded on and under sand, backfill the remainder of the trench by pushing the excavated soil back in place, leaving the site "rough graded" to a smooth surface. If required, seed the area excavated with a fast-growing fall-seeding grass seed and mulch to help hold the new seed in place until grass had sprouted. To accommodate the clients access to the street, a temporary one step ramp will be installed for the duration of the construction.

Sewer Replacement Requirements:

The new sewer line materials shall be cast iron, Schedule 40 ABS or PVC plastic pipe. (CPC 701.1)

- ! The new sewer line must be buried a minimum of 12" below finish grade. (CPC 718.3)
- ! The sewer line must be installed with a minimum 2% slope or 1/4" to the foot. (CPC 708).
- ! Each lateral shall have a standard City cleanout located in the City right -of -way or easement terminating in an approved box and covered at grade level.
- ! Property line clean-outs must be 4" minimum. Must have a building clean-out within 2'-0" of the building and terminating at grade level and another cleanout must be installed at the

property line. Additional clean-outs are required at the end of the line, for each aggregate horizontal change of direction exceeding 135 degrees, and a developed length exceeding 100 feet. (CPC 707.5 and 719)

- ! Each clean-out shall be installed so that it opens to allow cleaning in the directions of flow.
- ! The sewer piping shall be sized from table 703.2 and table 717.1 of the 2013 California Plumbing Code.
- ! Any changes of direction in sewer piping shall conform to sec 706 in the 2013 California Plumbing Code.
- ! The sewer piping shall have a minimum cover of 12 inches of fill and be laid on a firm bed for its entire length.
- ! Use approved transition fittings in joining unlike materials and pressure test the system by completely filling with water from the sewer's lowest point to its highest.
- ! After the new sewer lateral has been approved and signed off by the building department, the contractor will obtain a Sewer Lateral Certificate from the City of Berkeley.

4. Location:

- a. Sewer line running from the city clean out in the public right of way to the residence connection

02400 DRAINAGE

1.! French Drain-Perimeter

Install a french drain by breaking up concrete slab section at the entire perimeter of the building. Install 4" perforated drain pipe, have a drain line slope away from the building to drain into the drain waste vent system, backfill with gravel. Grade and compact gravel to 95%. Apply a bonding agent per manufacturers specs on exposed concrete. Pour a 4", 2200 psi concrete slab to match elevation of surrounding slab. Float and steel trowel finish.

2.! Location:

- a.! At the east and west south end of the building

DIVISION 4 - MASONRY

04880 - Masonry Fireplaces

1.! Chimney-Remove and Repair Opening:

Remove brick fireplace, including facial, hearth and firebox. Frame wall, roof and the floor where hearth and firebox is removed. Hang, tape and finish 1/2" gypsum board. Texture, prime and paint per the owners choice of texture and color or to match existing. Exterior siding to be repaired to match existing and primed and painted. Replace sheathing with CDX plywood of matching thickness. Staple 15 lb felt. Install preformed aluminum and drip edge. Replace all flashing and roofing material that has been removed with materials to match existing as closely as possible.

2.! Location:

- a.! Chimney running from the roof to the basement through the center of the building

DIVISION 6-WOOD AND PLASTICS

06100 Rough Carpentry

1.! Seismic Bracing of Cripple Wall in Crawl Space:

Interior bracing: Basement framing to receive panels or use 1/2" CDX plywood with 1/2" diameter vent holes at the top and bottom of each stud space for shear resistance at entire perimeter wall and along both sides of the cross wall. Shear panel nailing should be with 2x4 pressure treated and new blocking, bolting and sheer wall for the existing footing and framing.

Install new $\frac{5}{8}$ " Allthread 48" o.c. at the shear walls with 3"x3" bearing plates over 2x4 blocks. Use HTT5 at the panel ends. H2.5 at each ceiling joist over $\frac{1}{2}$ " plywood shear panel and 10d at 4" o.c. at edges and 8" o.c. in the field. Elevation of Section AA at sheer wall. Install new $\frac{5}{8}$ " Allthread bolts at 48" o.c. epoxied into concrete with 7" minimum embedment. Use 3x3x $\frac{1}{8}$ " bearing plates and utilize blocking over mudsill at sheer walls. Double 2x4 at panel ends with HTT5 minimum at panel ends. $\frac{1}{2}$ " CDX plywood nailed 4" o.c. at perimeter and 8" o.c. in the field.

2. Location:

a.! Basement of the house

3. Trim, Exterior-Install, Nearest Available Profile

Remove and properly dispose of exterior trim and install new trim with profile selected from stock of full service lumberyard to match existing as closely as possible. Prime and paint. Color to match owners choice of color.

4. Location:

a. Exterior trim on south facing corners of addition where visibly deteriorated

b. Exterior water table trim on east facing wall

5. Railing-Wood Repair

Tighten loose balusters and replace broken and missing ones and ensure it is code compliant.

Create a 3'6" high railing between 4"x 4" end posts. Tighten top and bottom rails and posts.

Match existing parts with replacements as closely as possible.

6. Location:

a.! Back steps handrail

7. Siding-Hardiboard Replace

Remove damaged siding to joint over nearest stud. Nail $\frac{1}{2}$ "x10" primed hardboard siding with galvanized or aluminum siding nails penetrating at least 1" into stud. Stagger joints in adjacent pieces and center all butt joints over studs. Replace all damaged flashing over doors and windows. Remove and replace all trim, to match as closely as possible, at all openings and corners. Prime and paint, color to match existing trim as closely as possible.

8. Location:

a. East wall below water table trim

b.! Rear north wall where area was partially completed

c.! North wall next to crawlspace entry

DIVISION 7-THERMAL & MOISTURE PROTECTION

07210-Building Insulation

1.! Blown-In Insulation

Use a stud finder to locate all of the bays in between your wall studs where you will be filling with insulation. Do not fill bays that contain chimneys or lighting fixtures. The heat from these items can cause a fire hazard when in contact with insulation. Using a hole saw, drill holes into every bay on each exterior-facing wall of your house. Your hole saw diameter should be a fraction of an inch larger than the nozzle on your insulation blower. You should drill the holes near the ceiling on each floor insuring the holes are just below the top plate of each wall. Place the nozzle of the blower into each hole and blow in the insulation. Wrap a rag around the nozzle, sealing it to the wall to prevent insulation from blowing back out through the hole. Hold the rag and nozzle tightly in place before you start the machine. When the bay is completely filled, the machine will stop blowing insulation and sound like it is struggling. When all the bays are filled with insulation, you need to patch the holes. Use a filler such as an expanding foam sealer. Push

the loose-fill insulation into the hole, forming a little pocket. Shoot the foam sealer into the hole so that a small mushroom of foam forms on the outside of the hole. When the foam is completely dry, cut off the mushroom head flush with the outside surface. If you drilled holes from the outside of the house, replace the exterior surface to match existing. If you drilled holes from the inside of the house, use 2 or 3 coats of drywall compound to fill in the pores on the foam patches. Paint the wall surfaces as needed, making sure you put on the appropriate primer coat. Repaint to match existing.

2.! Location:

a.! All exterior walls-blown in insulation can be completed at exterior walls

07510 Roofing

1. Cool Roofing-General Requirements Roof

Unless otherwise specified, all material shall match existing as closely as possible for material, style and method of installation. The roof covering must have a solar reflectance of .65 or higher or have special coating to increase the solar reflectance of roofing materials in the infrared range through the application of the coating. Flash and caulk all adjoining surfaces and make weather tight. Replace all flashing, roofing accessories and nails using rust-resistant material. Install all roofs in one continuous operation. Protect the house contents at all times from exposure to the elements.

2. Tear Off and Re-roof Shingles

Remove and dispose of all roofing and defective sheathing. Apply one layer of 30 lb. asphalt saturated felt over the entire roof surface. Install new dimensional shingles according to manufacturer's specifications. At all valley areas, shingles will be woven with the shingles on the adjacent slope. Cut the sheathing at the ridge approximately 1" on each side of the roof and install a ridge ventilation system. Install SBS modified bitumen rapid-ridge high profile hip and ridge shingles as per manufacturer's specifications.

3. Location:

a.! Remove and replace all roofing material and components of the house

07700 Roof Specialties and Accessories

1.! Gutter, 5" Aluminum-Replace

Remove existing gutter. Install new 5" pre-painted aluminum ogee gutters at the drip edges of the building. New gutters will be installed using gutter brackets (not spikes and ferrules).

2. Downspout-Aluminum, Rectangular

Remove the downspout and install rectangular new 2" x 3" pre-painted aluminum downspouts in proper locations. Manufacturer's standard color as selected by Owner.

3. Location:

a.! All accessories to be removed and replaced in conjunction with roof(s) replacement

INTERIOR:

DIVISION 2-SITEWORK

02230 Demolition

1.! Demo Interior-Walls, Ceiling & Building Components Remove all wall surfaces and underlying wall surfaces to the bare studs, includes plaster, lath and light fixtures from wall and ceiling area and building components to be replaced or removed.

2.! Location:

a.! Downstairs Bathroom

b.! Kitchen

DIVISION 06 - WOOD, PLASTICS, COMPOSITES

06 10 00 - Rough Carpentry

1. Partition-2"x4" Non Bearing

Frame a wall using 2"x4" studs 24" on center with single top and bottom plates.

2. Location:

- a. Wall between upstairs and downstairs entries

DIVISION 8-DOORS & WINDOWS

08200 Wood & Plastic Doors

1.! Door-Exterior, Replace

Remove existing door and properly dispose of construction debris. Install a fiberglass, insulated door to match existing as closely as possible. Manufacturer components include the jamb, interior and exterior casing, spring metal weather stripping, interlocking threshold, one entrance and one mortised deadbolt keyed alike. Prime and top coat the door to match the existing as closely as possible or per owners choice.

2.! Location:

- a.! Front entry door

08210 Doors & Frames

1.! Door-Replace Panel Door

Remove and properly dispose of existing door and wet scrape trim. Install a new panel door Douglas Fir to match existing single panel doors as closely as possible. Doors shall be complete with hinges, and lockset. Install new trim, profile to match existing. Prime and paint door, frame and trim. Color to match existing as closely as possible.

2.! Location:

- a.! Downstairs Bathroom door

08600 Wood & Plastic Windows

1.! Casement Window Replacement:

Remove existing sash and hardware. Wet scrape interior and exterior casing, sill, stool, frame and associated trim. Prime sill with top quality oil based primer. Prime and paint all scraped areas.

Install dual glazed, wood casement sash, complete with hardware. Prime and paint to match trim.

2.! Locations:

- a.! Downstairs windows – Wall B, Windows B1, B2, B3 & C1

08550 Wood Window

1. Window Repair

Repair window without replacing sash. Replace broken and cracked glass with double strength glass. Remove loose glazing compound and reglaze. Repair and adjust bottom sash to open and close smoothly, with brass plated lifts and locks, sash chains or nylon reinforced cords and new wheels for the cord pulleys. Raise the top sash, secure it in place with exposed finish nails or screws and caulk.

2. Location:

- a. 3 double hung sash windows in downstairs Living room

08560 Fiberglass Window

1. Single Hung Fiberglass Replacement:

Remove sash and parting bead. Wet scrape the interior and exterior casing, sill, stool, frame and the associated trim. Prime sill with top quality oil based primer. Prime and paint all scraped areas, color as selected by Owner. Install dual glazed, fiberglass sash windows. Prime and paint to match trim.

2. Location:

- a. Window in pantry on west wall
- b. Window on first floor rear north room, west wall

DIVISION 9-FINISHES

09210-Gypsum Plaster

1. Drywall-General Requirement

Unless otherwise specified, match surrounding as to materials, thickness, style and method of installation. All materials shall be applied dry with the temperature between 55- 100 degrees F. Provide casing beads and install with non-drying mastic at all exposed edges, corners and abutments. All areas exposed to studs or ceiling joist to have insulation installed as required (R-19 for walls and R-30 for ceilings). Set all nail and screw heads. Apply tape and filler. Feather all edges. Wet sand and prepare surface for paint.

2. Wall/Ceiling Drywall Demolition:

Remove drywall on walls and ceiling in the largest pieces practical. Protect containment plastic with plywood sheet. Mist small debris with water. (Partially duplicated in 02230 Demolition)

3. Location:

- a.! Living room ceiling
- b.! Dining room ceiling
- c.! All walls and ceiling of the downstairs bathroom
- d.! All walls and ceiling of the kitchen
- e.! Wall between upstairs and downstairs entries

4. Moisture Resistant Wallboard-1/2"

After establishing any required floor containment with polyethylene sheeting, remove and properly dispose all plaster and/or sheetrock from ceiling. Hang, tape and 3 coat finish 1/2" moisture resistant wallboard using screws at 8" o.c. and adhesive beads along each framing member. Seal all penetrations with siliconized acrylic caulk. Prime and top coat with alkyd enamel paint. HEPA vacuum any visible paint chips, dust and debris. Remove/reinstall all electrical components as required.

5. Location:

- a.! All walls and ceiling of the downstairs bathroom
- b.! All walls and ceiling of the kitchen

6. Gypsum board-1/2":

Hang, tape and 3 coat finish 1/2" gypsum board using screws at 8" o.c. and adhesive beads along each framing member. Prime and paint per owners choice.

7.! Location:

- a.! Living room ceiling
- b.! Dining room ceiling
- c.! Downstairs bedroom wall where chimney is removed

09300 Tile

1.! Ceramic Tile-General Requirements

Install ceramic tiles using the appropriate adhesive. Clean surplus adhesive from joints prior to grouting with a latex or epoxy enhanced grout. Clean all tile face and apply silicone sealant to tub surrounds and bath floors.

2.! Ceramic-Floor

Install ceramic floor tile and preformed trim over 1/2" fiberglass reinforced Portland cement board with troweled adhesive. After 24 hours drying time, apply latex based, Portland cement grout. Remove all excess grout & apply mildew resistant white silicone caulk at all seams, fixture lips & pipe penetrations. Owner's choice of tile and grout colors.

3. Ceramic Wall Tile

Install owner's choice of ceramic wall tile over a sound surface with troweled adhesive. Include preformed base, cap, stop, return and trimmer pieces to complete installation. After at least 24 hours drying time, apply latex based Portland cement grout. Clean all excess grout and apply sealant.

4. Location:

- a. Bathroom walls and floor, include coving. Wall tile to top of door height in the bath and 4' wainscot on all other walls

09620 Wood Flooring**1. Floor Refinish-Oak Strip Flooring**

Remove damaged flooring or other wood trim at finish floor level. Install oak strip flooring to match existing as closely as possible per standard industry practices. Renail all loose floorboards, fill holes. With floor sander, sand all rooms where wood floor are located including any closets. Sanding hardwood floors with a course paper (20 to 36 grit). After the rough sanding, change to a medium (50-60) grit. Go over the entire floor the same way. After this pass check again for cracks/holes using matching wood putty to fill them in and countersink all visible nailheads. For the final sanding, use a fine (80-100 grit) abrasive and finish with a palm sander around the perimeter to feather sanding areas. Vacuum the room thoroughly, including the walls and ceiling. Avoid using a damp rag because moisture will raise the grain of the exposed wood. Buff the floor (going with the grain) using a fine abrasive screen (100-120 grit) to help tighten the wood grain before applying floor finish. Finish with a coat penetrating floor sealer and 3 coats polyurethane varnish. Sand the floors with a very fine grit sandpaper and HEPA VAC between each coat of floor finish. HEPA VAC and tack rag across the floor to pick up all the dust before applying the final coat. Stay off the finish and avoid stirring up any dust while the finish cures.

2. Location:

- a. Living room
- b. Dining room
- c. Front entry hallway

09650-Resilient Flooring**1. Floor - Linoleum Flooring**

Remove and properly dispose of existing linoleum at finish floor level. Install Marmoleum natural linoleum flooring per owners choice and install per standard industry practices. Insure all seams are heat welded per industry standards.

2. Location:

- a. Kitchen

09900 Painting**1. Interior Preparation - Level 1**

Provide occupants protection and work site preparation in accordance with Table 8.1 of the HUD Guidelines for Evaluation Control of Lead-Based Paint Hazards in Housing. (Provided per request)

2. Prep and Paint Surface-Gloss

Remove/cover hardware, fixtures, accessories not to be painted. Scrape loose, peeling, cracked and blistered areas and all wall paper. Clean oil, grease, fungus, dirt and dust from surfaces. Fill holes and cracks. Prime all new materials and spot prime existing with acrylic latex primer. Top coat with owner's choice of premixed acrylic latex. Replace or uncover hardware, fixtures and accessories. Include trim, door and window frames in rooms called out for painting.

3. Location:

a.! All walls and ceiling of the downstairs bathroom

b.! All walls and ceiling of the kitchen

c.! All window and door trim

4. Surface, Interior-Stabilize, Alkyd

Mist defective paint area with water. Scrape loose paint, wallpaper and plaster. Feather edge with wet sanding block. Wet clean. HEPA vacuum. Allow surface to dry. Prime and paint.

5. Location:

a.! Living room

b.! Dining room

c.! Front entry hallway

d.! Downstairs hallway

DIVISION 10-SPECIALITIES

10800-Toilet, Bath and Laundry Accessories

1. Modular Shower System-per plans

Remove existing shower stall and install a Shower Module system with pressure balanced, scald guard valve, faucet, supply risers, shut-off valves and all required waste connectors to complete the installation and trim kit and a soap dish molded the wall.

2. Vanity- Per plans

Install a vanity complete with plywood cabinet, cultured marble top, dual control, brass bodied, single lever faucet, supply risers, shut-off valves and all required waste connectors to complete the installation.

3.! Medicine Cabinet-Recessed

Remove existing medicine cabinet. Install a recessed medicine cabinet with hinged plate glass mirror per owners choice and two shelves.

4. Accessory Set-6 Piece Chrome

Install a bathroom accessory set consisting of two 24" towel bars, soap dish, tumbler holder, grab bars and toilet paper holder.

5. Commode-Replace

Install white 1.28 gpf toilet per owners choice or approved equal. Include matching seat, supply pipe, shut-off valve, flap valve and wax seal. Use 12" rough-in to replace close coupled commode unless ADA compliant toilet, 17" to 19" height and dual flush mechanism is recommended

6. Location:

a. Downstairs Bathroom

DIVISION 11-EQUIPMENT

11450-Kitchen Equipment

1. Range Hood Ducted Vent (200.00 Allowance)

Remove and properly dispose of existing hood. Install a ducted enameled range hood with integral controls and light capable of 100 cfm at 70 soles. Include metal vent and roof or wall cap/damper assembly, using #14 copper Romex. Owner's choice of color.

2. Refrigerator: Energy Star Rated System (500.00 Allowance)

Remove and properly dispose of existing refrigerator. Install an Energy Star rated refrigerator to match existing. Provide operating manual.

3. Range-Gas: Energy Efficient System (**500.00 Allowance**)

Remove and replace existing gas range. Install an energy efficient system with pilotless ignition. Install flue or venting per manufacturer's recommendation. Provide operating manual.

4. Location:

a. Kitchen

DIVISION 12-FURNISHINGS

12200 Cabinets & Storage

1.! Demo Cabinets

Remove kitchen cabinets by withdrawing fasteners to minimize wall damage. Vacuum wall and floor surfaces. Remove kitchen cabinets on all walls of the kitchen and replace with formaldehyde free MDF made with exterior grade resins per owners choice of cabinets.

2.! Cabinet-Base, Wood

Remove base cabinets. Install base cabinet. Frame-solid birch or ash stiles, 1/4" veneered plywood sides and metal or plastic corner bracing. Doors-solid birch or ash stiles and veneered plywood panels. Drawers-wood or composition materials with drawer fronts to match doors. Owner's choice. Prep and finish.

3.! Cabinet-Wall, Wood

Remove wall cabinets. Install owner's choice of wall cabinet. Field measure, level and plumb, screw to studs. Frame-solid birch or ash stiles, 1/4" veneered plywood sides and metal or plastic corner bracing. Doors-solid birch or ash stiles and veneered plywood panels. Owner's choice of color. Prep and finish.

4. Counter Top & Sink-Custom

Dispose of existing counter top and sink. Field measure and upon installation of new cabinet doors, fabricate and install a granite counter top per clients choice, to include a 4" backsplash. Provide cutout for an under mount sink as selected by the owner.

5. Faucet-Kitchen Dual Control

Supply and install new Grohe or approved faucet per clients choice with a new p-trap assembly supply lines, and shut-off valves including metal body faucet with 15 year drip-free warranty.

6. Location:

a.! Kitchen cabinets and counter top

DIVISION 15-MECHANICAL

15140 - Domestic Water Piping

1.! Replumb

Install new minimum of type M copper pipe for all the water service. Pipe and Fitting Materials within the building: To conform to ASTM B 306. Piping 3-inches and smaller to have joints soldered. Fittings: Soldered joint, wrought copper fittings, conform to ASME. Support and protect all pipes.

2. Location:

a.! All plumbing fixtures to the new bathroom and kitchen

3. Water Heater-40 Gallon Gas

Build an exterior shed to meet code requirements to install a 40 gallon, glass lined, high recovery, insulated to R-7, gas water heater with a 10 year warranty. Include pressure and temperature relief valve, discharge tube to within 6" of floor or to outside of structure, vent, thimble, and gas piping from shut-off valve to fixture. Dispose of old water heater in code legal dump.

4. Location:

a.! Hot water located in rear of kitchen

15600 Power Or Heat Generation

1.! HVAC-General Requirements

All materials and equipment shall be new and operate safely without air leakage, noise or

vibration. All penetration of building components shall be neat, sleeved and fire stopped and shall not compromise structural integrity. Contractor shall submit a diagram showing equipment selection and proposed layout of distribution system the Manual J Calculations. Duct leakage testing will be performed prior to the final sign off and the results provided to the project manager for final approval. Testing will perform to tolerance levels a positive blower test of 25 pascals.

2. Furnace-Gas: Energy Star Rated System

Remove and properly dispose of two existing floor furnace and all associated components. Install an Energy Star rated system sized per the heat loss and cooling analysis and not to exceed the recommended sizing from the [ACCA Manual J Residential](#). "Manual J is the official standard for residential load. The contractor must submit documentation of the ACCA Manual J calculations supporting the recommended sizing for the system. Thermostat to be located at least 10' from the return air and install only high performance registers wherever new registers are required.

3. Location:

- a. One furnace for the lower level located in the basement

DIVISION 16-ELECTRICAL

16050-Electrical

1. Electrical-General Requirements

All materials shall be UL approved and/or 2013 California Electrical Code rated. All drilling, cutting and fastening shall be neat, true and not critically damage framing members. All patching shall match the existing surface. Replace all wiring, devices, motor and fixtures reusing as much as possible and within the existing service capacity to the current edition of the 2013 California Electrical Code. Arc-Fault Circuit-Interrupter (AFCI) Protection is required anytime a receptacle is replaced in one of these locations for dwelling unit "family rooms, dining rooms, living rooms, parlors, libraries, dens, bedrooms, sunrooms, recreation rooms, closets, hallways, or similar rooms or areas.

2. Rewire Electrical Deficiency

Remove and safely dispose of non code compliant wiring to be replaced with modern wiring, a grounding-type receptacle protected by a GFCI device (circuit breaker or receptacle).

The following are the minimum requirements for rewiring and are applicable to all types of buildings.

Residential Buildings.

The basement may be wired either in metal-clad cable (BX) or fully grounded nonmetallic sheath cable (Romex) where permitted. In unenclosed spaces where the wiring is run at right angles to wood joists, all wiring shall be run through holes bored in the approximate center of the joists, except that the wires may be stapled to the side of the joists, sill, plate or center beam. The basement shall be lighted by a minimum of one light for each three hundred square feet and one light for each room.

3. Fixture-Vent

Install a Panasonic Whisper Ceiling™ 110 CFM 4" Duct Ceiling Mounted Fan exterior ducted vent fan with damper capable of 60 cfm, controlled by 2 manufacturer-supplied switches. Fish all wire and repair tear out.

4. Locations:

- a. Downstairs bathroom

5. Interior LED Light Fixture

Install a ceiling mounted, ENERGY STAR qualified, UL approved, light fixtures controlled by the

switch.

8. Location:

- a. Dining room ceiling
- b. Kitchen ceiling
- c. Downstairs bathroom

9. Circuit-Interrupter (AFCI)

Protection is required anytime a receptacle is replaced in one of these locations for dwelling unit "family rooms, dining rooms, living rooms, parlors, libraries, dens, bedrooms, sunrooms, recreation rooms, closets, hallways, or similar rooms or areas.

10. Electric Service-100 Amp

Dispose of old electric service to code legal dump. Install a residential, 100 amp, single phase, 3 wire electric service. Include a main disconnect, 12 circuit panel board, meter socket, weather head, service cable, and ground rod and cable. Rewire where possible to easily access. Caulk exterior service penetration.

11. Location:

- a. New service to the house

12. GFI outlets:

Ground fault interrupter circuits are recommended on kitchen outlets near the sink and all bathroom and exterior outlets. Defective or missing GFI outlets were noted at the following locations.

13. Smoke Detectors

Smoke detectors are recommended at the following locations: Each sleeping room, each room leading to a sleeping room and at least one at each level. The building department may require these be installed in conjunction with any remodeling work that is done and hardwired with a 10-year lithium battery.

14. Carbon Monoxide Detector

CO devices must be installed outside each sleeping room and on each level in accordance with applicable State Fire Marshall requirements and local building codes and per manufacturer's instructions. CO devices must have a distinct audible sound. If it is a combo device (i.e. a fire/smoke and CO detector), the device must have separate distinct audible sounds for each function.

15. Locations:

- a. Per code

CLEARANCE EXAMINATION

1. Using a trained and certified lead paint inspector, a lead hazard risk assessor, or if approved, a sampling technician, one hour after completion of all lead hazard reduction, renovation and maintenance work, conduct a visual assessment for evidence of remaining paint chips, visible dust debris and residue. Randomly select four (4) floors, two (2) window sills and two (2) window troughs to dust wipe test as per protocol in the HUD Guidelines. Submit the dust samples, plus a blank sample, to an EPA-accredited lead analytical laboratory for determination of lead content. Provide the owner, occupants and this agency with the clearance report and a "Notice of Lead Hazard Reduction" within 15 days of achieving final clearance, in accordance with 23 CFR Part 35.

END OF SCOPE OF WORK

EXHIBIT 2

INVOICE

FROM:

MARIO MAZZAMUTO
SAN FRANCISCO BAY APPRAISAL
837 Arnold Dr Ste 210
Martinez, CA 94553-6534

Telephone Number: (925) 228-7108Fax Number: (925) 293-0548

INVOICE NUMBER	
1911-N10/17	
DATE	
10/09/2017	
REFERENCE	
Internal Order #:	1911-N10/17
Lender Case #:	1911-N10/17
Client File #:	
Main File # on form:	1911-N10/17
Other File # on form:	1911-N10/17
Federal Tax ID:	26-0877045
Employer ID:	

T0:

Gerard Keena
1901 Harrison St
Suite 1100
Oakland, Ca 94612
Telephone Number: 415-361-5544Fax Number:
Alternate Number:E-Mail: gkeena@bayarearg.com

DESCRIPTION		
<div>Lender: GERARD KEENAClient: Gerard Keena</div> <div>Purchaser/Borrower: Leonard Powell Trust</div> <div>Property Address: 1911 Harmon St</div> <div>City: Berkeley</div> <div>County: ALAMEDAState: CAZip: 94703</div> <div>Legal Description: BERKELEY</div>		
FEES		AMOUNT
FULL DUPLEX APPRAISAL SUBJECT TO VALUE PER PLANS		1,200.00
SUBTOTAL		1,200.00
PAYMENTS		AMOUNT
Check #:	Date:	Description:
Check #:	Date:	Description:
Check #:	Date:	Description:
SUBTOTAL		
TOTAL DUE		\$ 1,200.00

Please Return This Portion With Your Payment

FROM:

Gerard Keena
1901 Harrison St
Suite 1100
Oakland, Ca 94612
Telephone Number: 415-361-5544Fax Number:
Alternate Number:E-Mail: gkeena@bayarearg.com

AMOUNT DUE: \$ 1,200.00

AMOUNT ENCLOSED: \$

INVOICE NUMBER	
1911-N10/17	
DATE	
10/09/2017	
REFERENCE	
Internal Order #:	1911-N10/17
Lender Case #:	1911-N10/17
Client File #:	
Main File # on form:	1911-N10/17
Other File # on form:	1911-N10/17
Federal Tax ID:	26-0877045
Employer ID:	

T0:

MARIO MAZZAMUTO
SAN FRANCISCO BAY APPRAISAL
837 Arnold Dr Ste 210
Martinez, CA 94553-6534



APPRAISAL OF REAL PROPERTY

LOCATED AT:

1911 Harmon St
BERKELEY
Berkeley, CA 94703

FOR:

GERARD KEENA

AS OF:

10/04/2017

BY:

MARIO MAZZAMUTO
SAN FRANCISCO BAY APPRAISAL
837 ARNOLD DRIVE, SUITE 210
MARTINEZ, CA 94553
925-228-7108

Small Residential Income Property Appraisal Report

1911-N10/17
File # 1911-N10/17

IMPROVEMENTS

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property?

☐ Yes ☒ No

If Yes, describe.

Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)?

☒ Yes ☐ No

If No, describe.

Is the property subject to rent control?

☐ Yes ☒ No

If Yes, describe

COMPARABLE RENTAL DATA

The following properties represent the most current, similar, and proximate comparable rental properties to the subject property. This analysis is intended to support the opinion of the market rent for the subject property.

FEATURE	SUBJECT	COMPARABLE RENTAL # 1			COMPARABLE RENTAL # 2			COMPARABLE RENTAL # 3											
Address	1911 Harmon St Berkeley, CA 94703	3113-3115 Ellis Street Berkeley, CA 94703			1549 Ashby Avenue Berkeley, CA 94703			1322 Russell St Berkeley, CA 94702											
Proximity to Subject		0.22 miles NW			0.50 miles NW			0.80 miles NW											
Current Monthly Rent	\$			\$ 6,000			\$ 6,400			\$ 6,700									
Rent/Gross Bldg. Area	\$ sq.ft.			\$ 2.68 sq.ft.			\$ 3.58 sq.ft.			\$ 2.64 sq.ft.									
Rent Control	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No											
Data Source(s)	NDC DATA	MLS#81645856			MLS# 40737891			MLS# 40797151											
Date of Lease(s)	MO TO MO	MONTH TO MONTH			MONTH TO MONTH			MONTH TO MONTH											
Location	N; RES	N; RES			N; RES			N; RES											
Actual Age	107	30			72			106											
Condition	C6	C4			C3			C3											
Gross Building Area	1,850			2,240			1,790			2,535									
Unit Breakdown	Rm Count			Size Sq. Ft.			Monthly Rent			Rm Count			Size Sq. Ft.			Monthly Rent			
	Tot	Br	Ba	1,850	Tot	Br	Ba	2,240	6,000	Tot	Br	Ba	1,790	6,400	Tot	Br	Ba	2,535	6,700
Unit # 1	4	2	1	938	4	2	1	1,120	\$ 3,000	4	2	1	895	\$ 3,200	5	3	2	2,000	\$ 4,200
Unit # 2	4	2	1	912	4	2	1	1,120	\$ 3,000	4	2	1	895	\$ 3,200	4	2	1	535	\$ 2,500
Unit # 3									\$					\$				\$	
Unit # 4									\$					\$				\$	
Utilities Included	WATER&GARBAGE			WATER&GARBAGE			WATER&GARBAGE			WATER&GARBAGE									
Analysis of rental data and support for estimated market rents for the individual subject units reported below (including the adequacy of the comparables, rental concessions, etc.) SEE ATTACHED ADDENDUM																			

SUBJECT RENT SCHEDULE

Rent Schedule: The appraiser must reconcile the applicable indicated monthly market rents to provide an opinion of the market rent for each unit in the subject property.

Leases			Actual Rents				Opinion of Market Rent					
Unit #	Lease Date		Per Unit		Total Rents	Per Unit		Total Rents				
	Begin Date	End Date	Unfurnished	Furnished	Unfurnished	Furnished						
1	N/A	N/A	\$ 0	\$	\$ 0	\$ 3,000	\$	\$ 3,000				
2	N/A	N/A	0		0	3,000		3,000				
3												
4												
Comment on lease data			Total Actual Monthly Rent		\$	Total Gross Monthly Rent		\$ 6,000				
			Other Monthly Income (itemize)		\$ 0	Other Monthly Income (itemize)		\$ 0				
			Total Actual Monthly Income		\$ 0	Total Estimated Monthly Income		\$ 6,000				
Utilities included in estimated rents <div><input type="checkbox"/> Electric <input checked="" type="checkbox"/> Water <input checked="" type="checkbox"/> Sewer <input type="checkbox"/> Gas <input type="checkbox"/> Oil <input checked="" type="checkbox"/> Trash collection <input type="checkbox"/> Cable <input type="checkbox"/> Other</div>												
Comments on actual or estimated rents and other monthly income (including personal property)												
RENTS FOR THE SUBJECT UNITS APPEARS TO BE ADEQUATE AND WITHIN THE MARKET RANGE FOR RENTAL UNITS IN THE SUBJECT'S GENERAL AREA. RENTS ARE MONTH TO MONTH WITH CURRENT TENANTS IN PLACE FOR AN ESTABLISHED PERIOD OF TIME. THERE IS NO APPARENT VACANCY FACTOR THAT AFFECTS INCOME AS PREVIOUSLY ESTABLISHED WITHIN THE PAST 2-YEARS.												

PRIOR SALE HISTORY

I ☒ did ☐ did not research the sale or transfer history of the subject property and comparable sales. If not, explain THE PROPERTY HISTORY WAS RESEARCHED USING THE LOCAL MULTIPLE LISTING SERVICE FOR THE PRIOR (3) YEARS / 36 MONTHS.

My research ☐ did ☒ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s) NDC DATA / MLS

My research ☐ did ☒ did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.

Data Source(s) NDC DATA / MLS

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).

ITEM	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2	COMPARABLE SALE # 3
Date of Prior Sale/Transfer				
Price of Prior Sale/Transfer				
Data Source(s)	NDC DATA	NDC DATA	NDC DATA	NDC DATA
Effective Date of Data Source(s)	10/04/2017	10/04/2017	10/04/2017	10/04/2017
Analysis of prior sale or transfer history of the subject property and comparable sales THE SUBJECT PROPERTY AND THE CORRESPONDING COMPARABLES SALES WERE ANALYZED REGARDING THEIR TRANSFER HISTORIES AS INDICATED ABOVE.				

Freddie Mac Form 72 March 2005

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Fannie Mae Form 1025 March 2005

Form 1025 - "TOTAL" appraisal software by a la mode, inc. - 1-800-ALAMODE

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Freddie Mac Form 72 March 2005 Page 3 of 7 Fannie Mae Form 1025 March 2005

Small Residential Income Property Appraisal Report

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ADDITIONAL COMMENTS

SEE ATTACHED ADDENDUM

COST APPROACH

PUD INFORMATION

COST APPROACH TO VALUE (not required by Fannie Mae)

Provide adequate information for the lender/client to replicate the below cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value) N/A

ESTIMATED <input type="checkbox"/> REPRODUCTION OR <input type="checkbox"/> REPLACEMENT COST NEW	OPINION OF SITE VALUE _____ = \$		
Source of cost data	DWELLING	Sq.Ft. @ \$	_____ = \$
Quality rating from cost service	Effective date of cost data	Sq.Ft. @ \$	_____ = \$
Comments on Cost Approach (gross building area calculations, depreciation, etc.)			_____ = \$
		Garage/Carport	Sq.Ft. @ \$ _____ = \$
		Total Estimate of Cost-New _____ = \$	
		Less Physical	Functional External _____ = \$()
		Depreciated Cost of Improvements _____ = \$	
		"As-is" Value of Site Improvements _____ = \$	
Estimated Remaining Economic Life (HUD and VA only)		65 Years	INDICATED VALUE BY COST APPROACH _____ = \$

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? ☐ Yes ☐ No Unit type(s) ☐ Detached ☐ Attached

Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal Name of Project

Total number of phases Total number of units Total number of units sold

Total number of units rented Total number of units for sale Data source(s)

Was the project created by the conversion of existing building(s) into a PUD? ☐ Yes ☐ No If Yes, date of conversion.

Does the project contain any multi-dwelling units? ☐ Yes ☐ No Data Source

Are the units, common elements, and recreation facilities complete? ☐ Yes ☐ No If No, describe the status of completion.

Are the common elements leased to or by the Homeowners' Association? ☐ Yes ☐ No If Yes, describe the rental terms and options.

Describe common elements and recreational facilities.

Small Residential Income Property Appraisal Report

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This report form is designed to report an appraisal of a two- to four-unit property, including a two- to four-unit property in a planned unit development (PUD). A two- to four-unit property located in either a condominium or cooperative project requires the appraiser to inspect the project and complete the project information section of the Individual Condominium Unit Appraisal Report or the Individual Cooperative Interest Appraisal Report and attach it as an addendum to this report.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements, including each of the units. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

Small Residential Income Property Appraisal Report

1911-N10/17
File # 1911-N10/17

APPRAISER’S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the interior and exterior areas of the subject property, including all units. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison and income approaches to value. I have adequate market data to develop reliable sales comparison and income approaches to value for this appraisal assignment. I further certify that I considered the cost approach to value but did not develop it, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

Small Residential Income Property Appraisal Report

1911-N10/17
File # 1911-N10/17

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

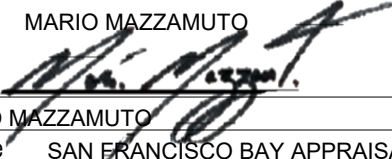
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.

4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRaiser MARIO MAZZAMUTO

Signature 

Name MARIO MAZZAMUTO

Company Name SAN FRANCISCO BAY APPRAISAL

Company Address 837 ARNOLD DRIVE, SUITE 210, MARTINEZ, CA 94553

Telephone Number (925) 228-7108

Email Address mario@sfbayappraisal.net

Date of Signature and Report 10/26/2017

Effective Date of Appraisal 10/04/2017

State Certification # ar035584

or State License # _____

or Other (describe) _____ State # _____

State CA

Expiration Date of Certification or License 11/09/2018

ADDRESS OF PROPERTY APPRAISED

1911 Harmon St

Berkeley, CA 94703

APPRAISED VALUE OF SUBJECT PROPERTY \$ 499,000

LENDER/CLIENT

Name _____

Company Name GERARD KEENA

Company Address _____

Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____

Name _____

Company Name _____

Company Address _____

Telephone Number _____

Email Address _____

Date of Signature _____

State Certification # _____

or State License # _____

State _____

Expiration Date of Certification or License _____

SUBJECT PROPERTY

☐ Did not inspect subject property

☐ Did inspect exterior of subject property from street

Date of Inspection _____

☐ Did inspect interior and exterior of subject property

Date of Inspection _____

COMPARABLE SALES

☐ Did not inspect exterior of comparable sales from street

☐ Did inspect exterior of comparable sales from street

Date of Inspection _____

Supplemental Addendum						File No. 1911-N10/17	
Borrower	LEONARD POWELL TRUST						
Property Address	1911 Harmon St						
City	Berkeley	County	ALAMEDA		State	CA	Zip Code 94703
Lender/Client	GERARD KEENA						

• **Small Income : Neighborhood Description**

THE SUBJECT NEIGHBORHOOD IS A TYPICAL MIXED USE NEIGHBORHOOD WITH MOSTLY SINGLE FAMILY HOUSING. THERE IS A MIXTURE OF SMALL INCOME PRODUCING PROPERTIES OF 2-4 UNITS WITH A FEW APARTMENTS AS WELL AS COMMERCIAL USE ALONG THE MAJOR ARTERIES. EMPLOYMENT STABILITY IN THE AREA IS GOOD WITH EASY ACCESS TO EMPLOYMENT CENTERS WITH FREEWAY ACCESS CLOSE BY. THIS SUBURBAN NEIGHBORHOOD HAS MOST PUBLIC UTILITIES AVAILABLE, RELATIVELY EASY ACCESS TO EMPLOYMENT AND SERVICES AND IS COMPETITIVE WITH OTHER NEIGHBORHOODS IN THE GENERAL AREA WHICH MOST HAVE SIMILAR AMENITIES.

• **Small Income : Neighborhood Market Conditions**

MARKET AND PROPERTY VALUES APPEAR TO BE STABLE AT THIS TIME WITH A VARIETY OF FINANCING AVAILABLE. MARKETABILITY IS CONSIDERED AVERAGE WITH INDICATED ADJUSTMENT FOR TIME IF NECESSARY. BUYDOWNS AND CONCESSIONS SEEM TO BE A FACTOR IN TODAY'S MARKET, AS RATES CLIMB WE MAY SEE THEM BECOME MORE PREVALENT. LOW INTEREST LOANS READILY AVAILABLE TO QUALIFIED BUYERS. OCCASIONALLY, SELLER PAID CONCESSIONS ARE MADE TO ENTICE AND SECURE A SALE. THE MARKET APPEARS SLOW AT THIS TIME.

• **URAR: Additional Features**

THE SUBJECT FEATURES A LARGE AMOUNT OF DEFERRED MAINTENANCE. THE CONSTRUCTION BID HAS BEEN ATTACHED.

• **Small Income : Comparable Rentals - Analysis of Rental Data**

THE RENTAL INFORMATION IS TAKEN FROM THE MLS, TENANT OR OWNER AS AVAILABLE. THE RENTAL STATISTICS MAY BE PROJECTED OR APPLIED AS DEEMED APPROPRIATE BY THE APPRAISER WHERE EXACT DATA CANNOT BE VERIFIED THROUGH CONVENTIONAL INVESTIGATION METHODS. THE APPRAISER'S RENTAL ANALYSIS CONSISTS OF EXTRACTION ON A SQUARE FOOT BASIS THAT CAN BE APPLIED TO THE SUBJECT TO DETERMINE A REASONABLE RENT(S) FOR THE SUBJECT UNITS.

• **Small Income : Comments on Sales Comparison:**

AFTER A THROUGH SEARCH OF ALL AVAILABLE MARKET DATA, THE SALES USED ARE CONSIDERED THE BEST INDICATORS OF VALUE. ALL SALES ARE CLOSED AND VERIFIED. THEY HAVE BEEN SELECTED DUE TO THEIR PROXIMITY, SIZE, CONSTRUCTION QUALITY AND SIMILARITY TO THE SUBJECT. APPROPRIATE ADJUSTMENTS HAVE BEEN MADE FOR ALL DIFFERENCES. ALL CLOSED COMPARABLE SALES ARE CONSIDERED AVERAGE INDICATORS OF VALUE TO THE SUBJECT AND WERE WEIGHED HEAVIER THAN ANY ACTIVE OR PENDING SALE IF DISPLAYED.

THE COMPARABLES HAVE BEEN DISPLAYED IN THE ORDER OF MOST WEIGHT GIVEN AND PREDICATED UPON THE MOST RECENT, MOST PROXIMATE AND MOST SIMILAR IN SIZE TO THE SUBJECT PROPERTY. THE APPRAISER HAS BRACKETED THE FINAL VALUE WITH COMPARABLES THAT ARE COMPETITIVE WITH THE SUBJECT IN THE CURRENT MARKET. THE RANGE OF VALUE FOR THE SUBJECT IS REFLECTED IN THE GRID AFTER ADJUSTMENTS HAVE BEEN MADE. UNLESS OTHERWISE STATED THERE WERE NO MORE REPRESENTATIVE OR MORE RECENTLY CLOSED SALES KNOWN TO THE APPRAISER AS OF THE EFFECTIVE DATE OF THIS REPORT.

THE APPRAISER CERTIFIES THAT HE HAS INSPECTED EITHER BY CURB OR BY INTERIOR INSPECTION ALL OF THE PROPERTIES DISPLAYED ABOVE AS REQUIRED BY USPAP. THE PHOTOS DISPLAYED IN THIS REPORT MAY BE FILE PHOTOS TAKEN FROM VARIOUS DATA SOURCES INCLUDING THOSE TAKEN BY THE APPRAISER AT THE TIME OF INSPECTION AND HAVE NOT BEEN ALTERED. THE APPRAISER IS IN CONFORMATION OF ALL SAID GUIDELINES AS PRESCRIBED BY USPAP & THE STATE OF CALIFORNIA. THE ELECTRONIC SIGNATURE IS A TRUE REPRESENTATION OF THE APPRAISER'S ORIGINAL SIGNATURE.

Cost Approach:

N/A

• **Small Income : Comments on Income Approach**

THE INCOME APPROACH IS A WEIGHING PROCESS APPLYING THE CURRENT MARKET RENT DATA FOR THE COMPARABLES AND EXTRACTING A FACTOR WHICH CAN BE APPLIED TO SUBJECT TO ESTIMATE VALUE BASED UPON INCOME POTENTIAL. THE GROSS RENT MULTIPLIER OR GRM IS THUS APPLIED TO THE RENTS FOR THE COMPARABLE SALES DISPLAYED, HOWEVER IT APPEARS THAT MOST RENTS ARE LOW RESULTING IN A WHOLLY INACCURATE FACTOR. GIVEN THE DATA HEREIN AND THE APPRAISER'S KNOWLEDGE & EXPERIENCE IN THE SUBJECT'S MARKET AREA, THE MOST APPLICABLE GRM FOR THE SUBJECT PROPERTY IS INDICATED IN THE FORM.

• **Small Income : Final Reconciliation**

GREATEST WEIGHT IS NORMALLY GIVEN TO THE INCOME APPROACH AS INVESTORS TYPICALLY PURCHASE SMALL INCOME PROPERTIES BASED UPON THEIR INCOME POTENTIAL (RENTS). THE GRM IS THE BEST AND FOREMOST INDICATOR OF INCOME EARNING POTENTIAL AND MARKET VALUE. HOWEVER, THERE IS REASON TO BELIEVE THAT RENTS ARE SLIGHTLY LOW FOR THE COMPARABLE SALES RESULTING IN A WHOLLY INACCURATE MEASURE OF VALUE. THUS, GREATEST WEIGHT WAS GIVEN TO THE MARKET APPROACH TO VALUE IN THE FINAL RECONCILIATION. SECONDARY WEIGHT WAS GIVEN TO THE INCOME APPROACH WITH LEAST WEIGHT GIVEN TO THE COST APPROACH.

Supplemental Addendum

File No. 1911-N10/17

Borrower	LEONARD POWELL TRUST					
Property Address	1911 Harmon St					
City	Berkeley	County	ALAMEDA	State	CA	Zip Code 94703
Lender/Client	GERARD KEENA					

• URAR: Appraiser's Notes

SUBSTANTIAL PROFESSIONAL ASSISTANCE HAS BEEN RENDERED BY NICOLE GREENE IN THE PREPARATION OF THIS REPORT. THIS ASSISTANCE IS TYPICAL IN THE APPRAISAL FIELD AND MAY HAVE INCLUDED TYPING REPORTS, GATHERING MLS DATA AND PUBLIC RECORDS INFORMATION. THIS ASSISTANCE HAS BEEN COMPLETED WITH FULL SUPERVISION OF THE SIGNING APPRAISER UNDER HIS DIRECT CONTROL, AND ALL VALUE CONCLUSIONS FOR THE APPRAISAL PROCESS HAVE BEEN COMPLETED ONLY BY THE SIGNING APPRAISER. THIS STATEMENT IS IN COMPLIANCE WITH USPAP TO INFORM THE USER OF THIS TYPICAL ASSISTANCE.

MOST WEIGHT HAS BEEN GIVEN TO THE CLOSED SALES IN THIS REPORT AS THEY ARE CONFIRMED MARKET SALES. THE ACTIVE LISTINGS HAVE BEEN ADDED TO SHOW CURRENT MARKET TRENDS. THE ACTIVE LISTINGS MAY BE HIGHER OR LOWER THAN THE FINAL APPRAISED VALUE DEPENDING ON THE LISTING AGENTS MARKETING APPROACH.

MOST OF THIS REPORT HAS BEEN MADE AS IS USING THE CONSTRUCTION BID FOR ADJUSTMENTS. PLEASE NOTE THE RENTAL SURVEY IS SUBJECT TO COMPLETION AS THE SUBJECT IS NOT CURRENTLY HABITABLE. THE SUBJECT IS CONSIDERED A C6 (UN-INHABITABLE) AND THE COMPS ARE C4. CONDITION ADJUSTMENTS GIVEN TO THIS LINE ARE BASED ON THE CONSTRUCTION BID SUPPLIED.

THIS APPRAISAL WAS PRODUCED FOR GERARD KEENA THE COURT RECEIVER FOR 1911 HARMON ST, BERKELEY, CA. PLEASE NOTE THIS APPRAISAL WAS MADE AS IS PER THE CLIENTS REQUEST. CURRENT VALUE OF THE SUBJECT IN AS IS CONDITION IS \$499,000. ONCE THE WORK IS COMPLETED PER PLANS AND SPECS THE ESTIMATED VALUE WILL BE APPROXIMATELY \$1,159,000.

SUBJECT PHOTO PAGE

Borrower	LEONARD POWELL TRUST					
Property Address	1911 Harmon St					
City	Berkeley	County	ALAMEDA	State	CA	Zip Code 94703
Lender/Client	GERARD KEENA					



SUBJECT FRONT

1911 Harmon St
Sales Price
G.B.A. 1,850
Age/Yr.Blt. 107



SUBJECT REAR



SUBJECT STREET

SUBJECT INTERIOR PHOTO PAGE

Borrower	LEONARD POWELL TRUST				
Property Address	1911 Harmon St				
City	Berkeley	County	ALAMEDA	State	CA Zip Code 94703
Lender/Client	GERARD KEENA				



LIVING ROOM

1911 Harmon St
Sales Price
Gross Living Area
Total Rooms 8
Total Bedrooms 4
Total Bathrooms 2
Location N; RES
View N; RES
Site 3,578
Quality Q4
Age 107



KITCHEN



BATH

SUBJECT INTERIOR PHOTO PAGE

Borrower	LEONARD POWELL TRUST				
Property Address	1911 Harmon St				
City	Berkeley	County	ALAMEDA	State	CA Zip Code 94703
Lender/Client	GERARD KEENA				



Subject Interior

1911 Harmon St
Sales Price
Gross Living Area
Total Rooms 8
Total Bedrooms 4
Total Bathrooms 2
Location N; RES
View N; RES
Site 3,578
Quality Q4
Age 107



Subject Interior



Subject Interior

SUBJECT INTERIOR PHOTO PAGE

Borrower	LEONARD POWELL TRUST					
Property Address	1911 Harmon St					
City	Berkeley	County	ALAMEDA	State	CA	Zip Code 94703
Lender/Client	GERARD KEENA					



Subject Interior

1911 Harmon St
Sales Price
Gross Building Area 1,850
Age 107



Subject Interior



Subject Interior

SUBJECT INTERIOR PHOTO PAGE

Borrower	LEONARD POWELL TRUST					
Property Address	1911 Harmon St					
City	Berkeley	County	ALAMEDA	State	CA	Zip Code 94703
Lender/Client	GERARD KEENA					



Subject Interior

1911 Harmon St
Sales Price
Gross Building Area 1,850
Age 107



Subject Interior



Subject Interior

COMPARABLE PHOTO PAGE

Borrower	LEONARD POWELL TRUST				
Property Address	1911 Harmon St				
City	Berkeley	County	ALAMEDA	State	CA Zip Code 94703
Lender/Client	GERARD KEENA				



COMPARABLE 1

1634 Harmon St
Sales Price 1,250,000
G.B.A. 2,304
Age/Yr. Blt. 109



COMPARABLE 2

2904 Harper St
Sales Price 1,125,000
G.B.A. 1,703
Age/Yr. Blt. 103



COMPARABLE 3

2137 Prince St
Sales Price 1,410,000
G.B.A. 2,114
Age/Yr. Blt. 110

COMPARABLE PHOTO PAGE

Borrower	LEONARD POWELL TRUST					
Property Address	1911 Harmon St					
City	Berkeley	County	ALAMEDA	State	CA	Zip Code 94703
Lender/Client	GERARD KEENA					

COMPARABLE 4

Sales Price
G.B.A.
Age/Yr. Blt.

COMPARABLE 5

Sales Price
G.B.A.
Age/Yr. Blt.

COMPARABLE 6

Sales Price
G.B.A.
Age/Yr. Blt.

UNIFORM APPRAISAL DATASET (UAD) DEFINITIONS ADDENDUM

(Source: Fannie Mae UAD Appendix D: UAD Field-Specific Standardization Requirements)

Condition Ratings and Definitions

C1

The improvements have been recently constructed and have not been previously occupied. The entire structure and all components are new and the dwelling features no physical depreciation.

Note: Newly constructed improvements that feature recycled or previously used materials and/or components can be considered new dwellings provided that the dwelling is placed on a 100 percent new foundation and the recycled materials and the recycled components have been rehabilitated/remanufactured into like-new condition. Improvements that have not been previously occupied are not considered “new” if they have any significant physical depreciation (that is, newly constructed dwellings that have been vacant for an extended period of time without adequate maintenance or upkeep).

C2

The improvements feature no deferred maintenance, little or no physical depreciation, and require no repairs. Virtually all building components are new or have been recently repaired, refinished, or rehabilitated. All outdated components and finishes have been updated and/or replaced with components that meet current standards. Dwellings in this category are either almost new or have been recently completely renovated and are similar in condition to new construction.

Note: The improvements represent a relatively new property that is well maintained with no deferred maintenance and little or no physical depreciation, or an older property that has been recently completely renovated.

C3

The improvements are well maintained and feature limited physical depreciation due to normal wear and tear. Some components, but not every major building component, may be updated or recently rehabilitated. The structure has been well maintained.

Note: The improvement is in its first-cycle of replacing short-lived building components (appliances, floor coverings, HVAC, etc.) and is being well maintained. Its estimated effective age is less than its actual age. It also may reflect a property in which the majority of short-lived building components have been replaced but not to the level of a complete renovation.

C4

The improvements feature some minor deferred maintenance and physical deterioration due to normal wear and tear. The dwelling has been adequately maintained and requires only minimal repairs to building components/mechanical systems and cosmetic repairs. All major building components have been adequately maintained and are functionally adequate.

Note: The estimated effective age may be close to or equal to its actual age. It reflects a property in which some of the short-lived building components have been replaced, and some short-lived building components are at or near the end of their physical life expectancy; however, they still function adequately. Most minor repairs have been addressed on an ongoing basis resulting in an adequately maintained property.

C5

The improvements feature obvious deferred maintenance and are in need of some significant repairs. Some building components need repairs, rehabilitation, or updating. The functional utility and overall livability is somewhat diminished due to condition, but the dwelling remains useable and functional as a residence.

Note: Some significant repairs are needed to the improvements due to the lack of adequate maintenance. It reflects a property in which many of its short-lived building components are at the end of or have exceeded their physical life expectancy but remain functional.

C6

The improvements have substantial damage or deferred maintenance with deficiencies or defects that are severe enough to affect the safety, soundness, or structural integrity of the improvements. The improvements are in need of substantial repairs and rehabilitation, including many or most major components.

Note: Substantial repairs are needed to the improvements due to the lack of adequate maintenance or property damage. It reflects a property with conditions severe enough to affect the safety, soundness, or structural integrity of the improvements.

Quality Ratings and Definitions

Q1

Dwellings with this quality rating are usually unique structures that are individually designed by an architect for a specified user. Such residences typically are constructed from detailed architectural plans and specifications and feature an exceptionally high level of workmanship and exceptionally high-grade materials throughout the interior and exterior of the structure. The design features exceptionally high-quality exterior refinements and ornamentation, and exceptionally high-quality interior refinements. The workmanship, materials, and finishes throughout the dwelling are of exceptionally high quality.

Q2

Dwellings with this quality rating are often custom designed for construction on an individual property owner’s site. However, dwellings in this quality grade are also found in high-quality tract developments featuring residence constructed from individual plans or from highly modified or upgraded plans. The design features detailed, high quality exterior ornamentation, high-quality interior refinements, and detail. The workmanship, materials, and finishes throughout the dwelling are generally of high or very high quality.

UNIFORM APPRAISAL DATASET (UAD) DEFINITIONS ADDENDUM

(Source: Fannie Mae UAD Appendix D: UAD Field-Specific Standardization Requirements)

Quality Ratings and Definitions (continued)

Q3

Dwellings with this quality rating are residences of higher quality built from individual or readily available designer plans in above-standard residential tract developments or on an individual property owner’s site. The design includes significant exterior ornamentation and interiors that are well finished. The workmanship exceeds acceptable standards and many materials and finishes throughout the dwelling have been upgraded from “stock” standards.

Q4

Dwellings with this quality rating meet or exceed the requirements of applicable building codes. Standard or modified standard building plans are utilized and the design includes adequate fenestration and some exterior ornamentation and interior refinements. Materials, workmanship, finish, and equipment are of stock or builder grade and may feature some upgrades.

Q5

Dwellings with this quality rating feature economy of construction and basic functionality as main considerations. Such dwellings feature a plain design using readily available or basic floor plans featuring minimal fenestration and basic finishes with minimal exterior ornamentation and limited interior detail. These dwellings meet minimum building codes and are constructed with inexpensive, stock materials with limited refinements and upgrades.

Q6

Dwellings with this quality rating are of basic quality and lower cost; some may not be suitable for year-round occupancy. Such dwellings are often built with simple plans or without plans, often utilizing the lowest quality building materials. Such dwellings are often built or expanded by persons who are professionally unskilled or possess only minimal construction skills. Electrical, plumbing, and other mechanical systems and equipment may be minimal or non-existent. Older dwellings may feature one or more substandard or non-conforming additions to the original structure

Definitions of Not Updated, Updated, and Remodeled

Not Updated

Little or no updating or modernization. This description includes, but is not limited to, new homes.

Residential properties of fifteen years of age or less often reflect an original condition with no updating, if no major components have been replaced or updated. Those over fifteen years of age are also considered not updated if the appliances, fixtures, and finishes are predominantly dated. An area that is 'Not Updated' may still be well maintained and fully functional, and this rating does not necessarily imply deferred maintenance or physical/functional deterioration.

Updated

The area of the home has been modified to meet current market expectations. These modifications are limited in terms of both scope and cost.

An updated area of the home should have an improved look and feel, or functional utility. Changes that constitute updates include refurbishment and/or replacing components to meet existing market expectations. Updates do not include significant alterations to the existing structure.

Remodeled

Significant finish and/or structural changes have been made that increase utility and appeal through complete replacement and/or expansion.

A remodeled area reflects fundamental changes that include multiple alterations. These alterations may include some or all of the following: replacement of a major component (cabinet(s), bathtub, or bathroom tile), relocation of plumbing/gas fixtures/appliances, significant structural alterations (relocating walls, and/or the addition of) square footage). This would include a complete gutting and rebuild.

Explanation of Bathroom Count

Three-quarter baths are counted as a full bath in all cases. Quarter baths (baths that feature only a toilet) are not included in the bathroom count. The number of full and half baths is reported by separating the two values using a period, where the full bath count is represented to the left of the period and the half bath count is represented to the right of the period.

Example:

3.2 indicates three full baths and two half baths.

UNIFORM APPRAISAL DATASET (UAD) DEFINITIONS ADDENDUM

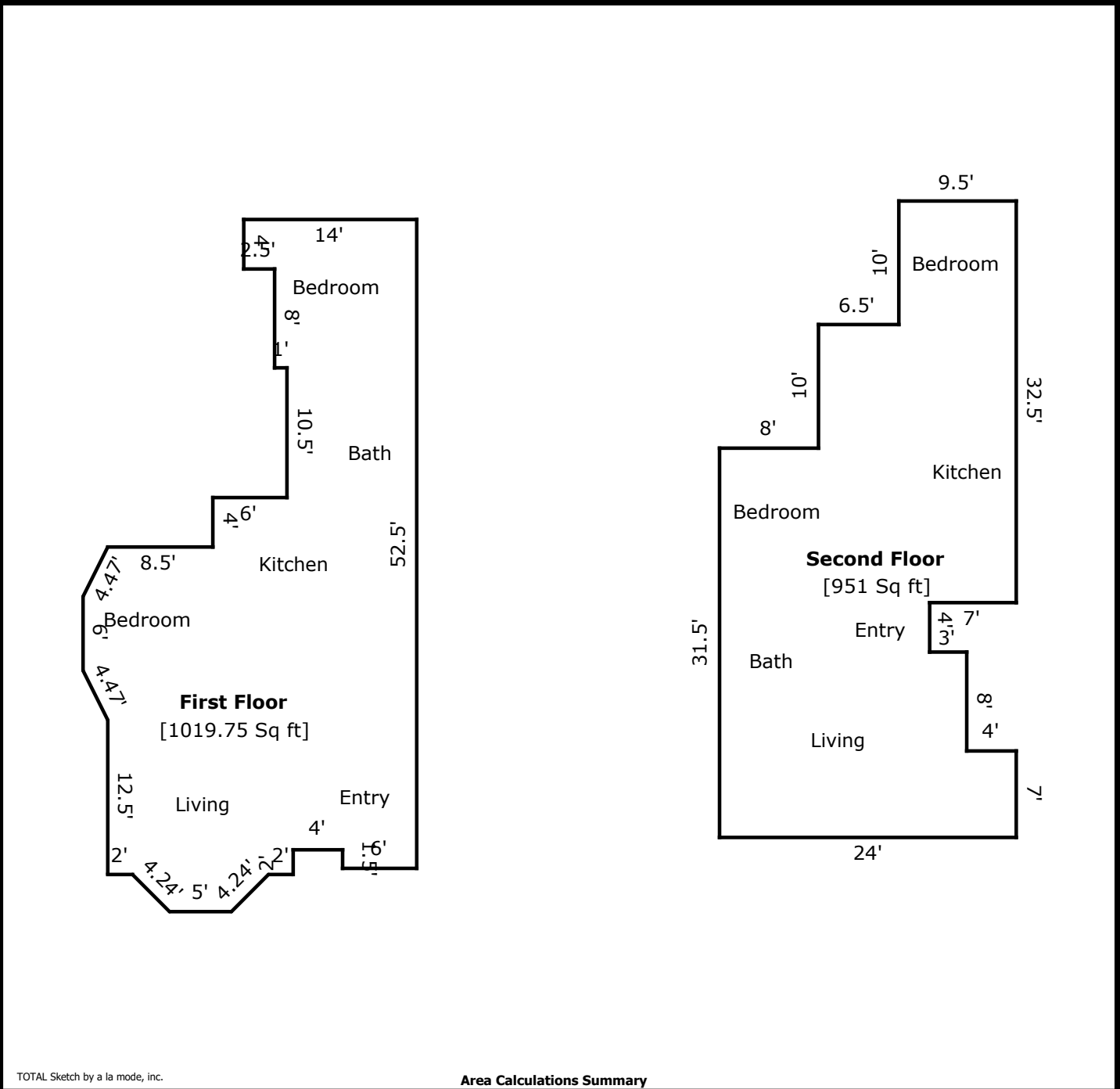
(Source: Fannie Mae UAD Appendix D: UAD Field-Specific Standardization Requirements)

Abbreviations Used in Data Standardization Text

Abbreviation	Full Name	Fields Where This Abbreviation May Appear
A	Adverse	Location & View
ac	Acres	Area, Site
AdjPrk	Adjacent to Park	Location
AdjPwr	Adjacent to Power Lines	Location
Armlth	Arms Length Sale	Sale or Financing Concessions
AT	Attached Structure	Design (Style)
B	Beneficial	Location & View
ba	Bathroom(s)	Basement & Finished Rooms Below Grade
br	Bedroom	Basement & Finished Rooms Below Grade
BsyRd	Busy Road	Location
c	Contracted Date	Date of Sale/Time
Cash	Cash	Sale or Financing Concessions
Comm	Commercial Influence	Location
Conv	Conventional	Sale or Financing Concessions
cp	Carport	Garage/Carport
CrtOrd	Court Ordered Sale	Sale or Financing Concessions
CtySky	City View Skyline View	View
CtyStr	City Street View	View
cv	Covered	Garage/Carport
DOM	Days On Market	Data Sources
DT	Detached Structure	Design (Style)
dw	Driveway	Garage/Carport
e	Expiration Date	Date of Sale/Time
Estate	Estate Sale	Sale or Financing Concessions
FHA	Federal Housing Authority	Sale or Financing Concessions
g	Garage	Garage/Carport
ga	Attached Garage	Garage/Carport
gbi	Built-in Garage	Garage/Carport
gd	Detached Garage	Garage/Carport
GlfCse	Golf Course	Location
Glfvw	Golf Course View	View
GR	Garden	Design (Style)
HR	High Rise	Design (Style)
in	Interior Only Stairs	Basement & Finished Rooms Below Grade
Ind	Industrial	Location & View
Listing	Listing	Sale or Financing Concessions
Lndfl	Landfill	Location
LtdSght	Limited Sight	View
MR	Mid-rise	Design (Style)
Mtn	Mountain View	View
N	Neutral	Location & View
NonArm	Non-Arms Length Sale	Sale or Financing Concessions
o	Other	Basement & Finished Rooms Below Grade
O	Other	Design (Style)
op	Open	Garage/Carport
Prk	Park View	View
Pstrl	Pastoral View	View
PwrLn	Power Lines	View
PubTrn	Public Transportation	Location
Relo	Relocation Sale	Sale or Financing Concessions
REO	REO Sale	Sale or Financing Concessions
Res	Residential	Location & View
RH	USDA - Rural Housing	Sale or Financing Concessions
rr	Recreational (Rec) Room	Basement & Finished Rooms Below Grade
RT	Row or Townhouse	Design (Style)
s	Settlement Date	Date of Sale/Time
SD	Semi-detached Structure	Design (Style)
Short	Short Sale	Sale or Financing Concessions
sf	Square Feet	Area, Site, Basement
sqm	Square Meters	Area, Site
Unk	Unknown	Date of Sale/Time
VA	Veterans Administration	Sale or Financing Concessions
w	Withdrawn Date	Date of Sale/Time
wo	Walk Out Basement	Basement & Finished Rooms Below Grade
Woods	Woods View	View
Wtr	Water View	View
WtrFr	Water Frontage	Location
wu	Walk Up Basement	Basement & Finished Rooms Below Grade

Building Sketch

Borrower	LEONARD POWELL TRUST				
Property Address	1911 Harmon St				
City	Berkeley	County	ALAMEDA	State	CA
Lender/Client	GERARD KEENA	Zip Code	94703		



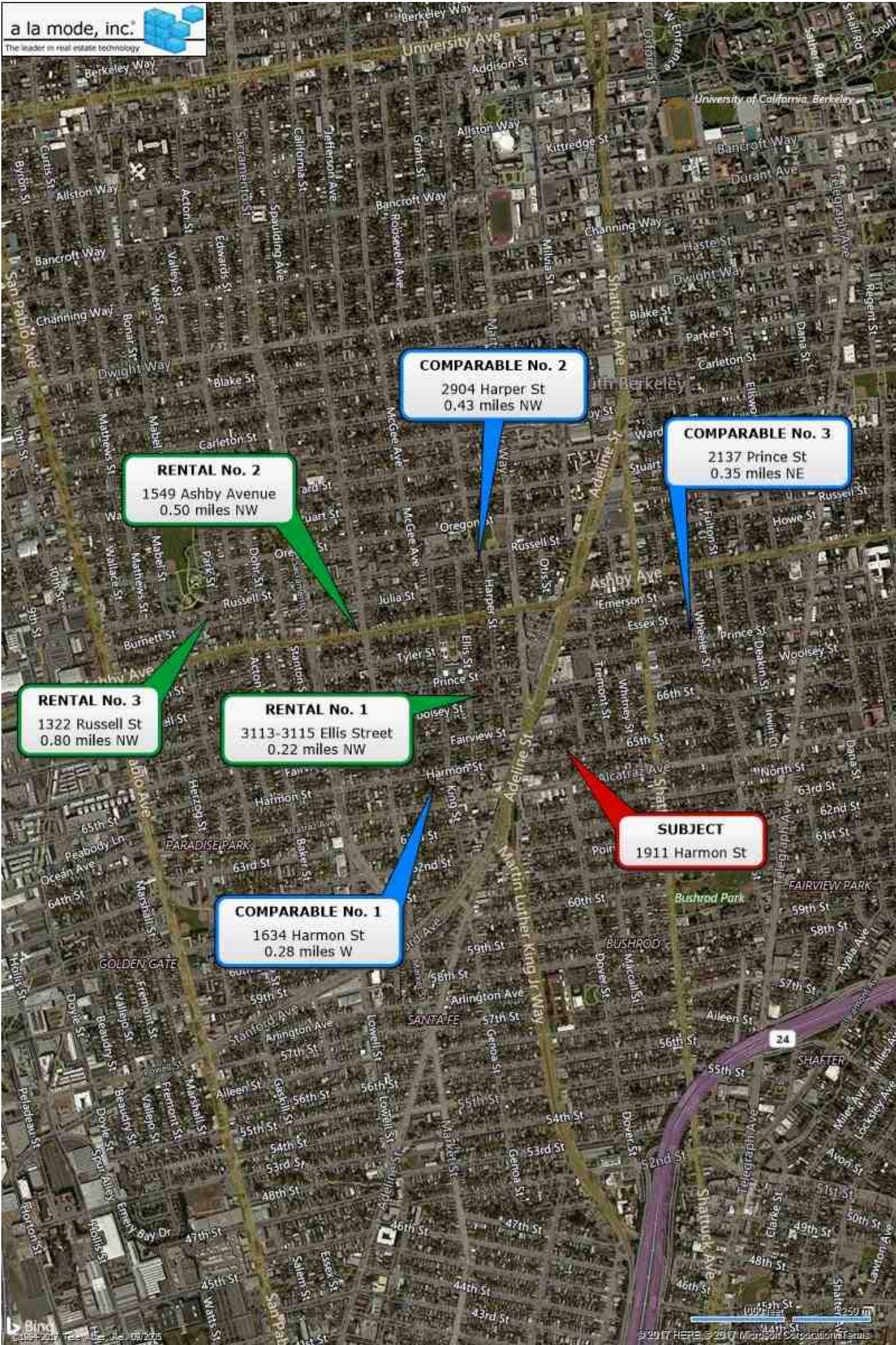
TOTAL Sketch by a la mode, inc.

Area Calculations Summary

Living Area		Calculation Details	
First Floor	1019.75 Sq ft	0.5 × 4 × 2 =	4
		0.5 × 2 × 4 =	4
		6 × 2 =	12
		0.5 × 3 × 3 =	4.5
		0.5 × 3 × 3 =	4.5
		5 × 3 =	15
		26.5 × 8.5 =	225.25
		6.5 × 2 =	13
		14 × 4 =	56
		11.5 × 8 =	92
		10.5 × 10.5 =	110.25
		16.5 × 28.5 =	470.25
		6 × 1.5 =	9
Second Floor	951 Sq ft	9.5 × 10 =	95
		16 × 10 =	160
		12.5 × 7 =	87.5
		17 × 16.5 =	280.5
		15 × 20 =	300
		4 × 7 =	28
Total Living Area (Rounded):		1971 Sq ft	

Location Map

Borrower	LEONARD POWELL TRUST				
Property Address	1911 Harmon St				
City	Berkeley	County	ALAMEDA	State	CA
Lender/Client	GERARD KEENA	Zip Code	94703		



Consolidated Payment Schedule							
Payment Schedule							
All prices shown within this Agreement are guaranteed for the full term of the Project as indicated by the final date of completion as shown in the Contract Schedule (Schedule D), with the following condition: The Contractor shall be paid progress payments based on the Contract Price. The cost of each task as reflected in this Payment Schedule, inclusive of adjustments (if any) necessary to reflect change orders processed, paid to the Contractor no later than thirty (30) days after (i) Contractor has completed all its Work, (ii) that portion of the Work covered by this Agreement shall have been completed without defect and to the written satisfaction of Receiver, (iii) final acceptance of all Contractor's Work as required by the Agency, and (iv) Contractor shall have delivered waivers of lien and stop notice rights.							
Contractor shall pay Subcontractor the Contract Price of \$525,303.25 as follows:							
Job Code	Item	Qty	Unit	Price	Total	Upon completion	
						1.00	
2710	Sewer Lateral Replacement	1	Ea	6,000.00	6,000.00	6,000.00	
2400	Drainage-French Drain Perimeter	1	Ea	7,500.00	7,500.00	7,500.00	
4880	Fireplace Removal	1	Ea	6,565.00	6,565.00	6,565.00	
	Driveway and Parking	1	Ea	14,000.00	14,000.00	14,000.00	
6100	Seismic Bracing of Cripple Wall	1	Ea	6,250.00	6,250.00	6,250.00	
	Seismic Foundation Repairs and Additions	1	Ea	35,000.00	35,000.00	35,000.00	
	Rat Slab at Basement Area	1	Ea	6,000.00	6,000.00	6,000.00	
	Framing Repair	1	Ea	1,000.00	1,000.00	1,000.00	
	60" Side Fence	1	Ea	2,400.00	2,400.00	2,400.00	
	60" Side fence	1	Ea	2,400.00	2,400.00	2,400.00	
	Front Fence and Gate 4'0"	1	Ea	1,875.00	1,875.00	1,875.00	
	Trim Exterior Nearest available profile	1	Ea	563.00	563.00	563.00	
	Siding hardboard replacement	1	Ea	1,125.00	1,125.00	1,125.00	
	Railing- Wood repair	1	Ea	750.00	750.00	750.00	
	Framing-Non bearing partition between upstairs and downstairs	1	Ea	2,812.00	2,812.00	2,812.00	
	Rear Stairs	1	Ea	15,000.00	15,000.00	15,000.00	
	Framing Repairs-Level Floors	1	Ea	10,000.00	10,000.00	10,000.00	
7210	Batt/Blown Insulation	1	Ea	8,440.00	8,440.00	8,440.00	
	Batt Insulation	1	Ea	11,000.00	11,000.00	11,000.00	
7510	Roofing ShinglesTear Off Reroof	1	Ea	5,000.00	5,000.00	5,000.00	
	Cool-Roofing General Requirement	1	Ea	11,250.00	11,250.00	11,250.00	
7700	Gutter 5" aluminum replacement	1	Ea	3,750.00	3,750.00	3,750.00	
	Downspout-Aluminum-Retangular	1	Ea	1,250.00	1,250.00	1,250.00	
2050	Demolition	1	Ea	4,750.00	4,750.00	4,750.00	
	Asbestos Abatement	1	Ea	10,000.00	10,000.00	10,000.00	
8200	Exterior Door Replacement Front entry door.	1	Ea	1,500.00	1,500.00	1,500.00	
	Interior Door Replacement Downstairs bathroom door	1	Ea	500.00	500.00	500.00	
	Door Interior-Custom treatment	1	Ea	656.00	656.00	656.00	
	Door-Remove and close opening	1	Ea	250.00	250.00	250.00	
	Door-Bifold louvered wood	1	Ea	812.00	812.00	812.00	
	Door-Repairs	1	Ea	625.00	625.00	625.00	
8600	Wood Casement window replacement-B1,B2,B3, C1	1	Ea	2,750.00	2,750.00	2,750.00	
8550	Window repair at 3 Double Hung Windows in Living Room	1	Ea	1,750.00	1,750.00	1,750.00	
8560	Single Hung Fiberglass Replacement-Patry, first floor west wall	1	Ea	2,125.00	2,125.00	2,125.00	
9210	Demolition Lead abatement Interior	1	Ea	15,000.00	15,000.00	15,000.00	
	Additional Lead and Asbestos Abatement	1	Ea	40,000.00	40,000.00	40,000.00	
	Lead/Asbestos Testing and Clearance	1	Ea	5,000.00	5,000.00	5,000.00	
	Demolition Non Abatement Interior	1	Ea	2,125.00	2,125.00	2,125.00	
	Wall, Ceiling Demolition (ALL)	1	Ea	6,700.00	6,700.00	6,700.00	
	Drywall-General Conditions(ALL)	1	Ea	12,500.00	12,500.00	12,500.00	
	Drywall-Patching only Not full removal	1	Ea	1,562.00	1,562.00	1,562.00	
	Moisture resistant wall board	1	Ea	2,250.00	2,250.00	2,250.00	
	Moisture Resistant Wallboard (ALL)	1	Ea	2,900.00	2,900.00	2,900.00	
	Gypsum Board 1/2"	1	Ea	3,125.00	3,125.00	3,125.00	
	Gypsum Board (ALL)	1	Ea	5,200.00	5,200.00	5,200.00	
	Repaint Interior Home (ALL)	1	Ea	15,000.00	15,000.00	15,000.00	
9300	Ceramic Tile-General Requirements	1	Ea	1,625.00	1,625.00	1,625.00	
	Ceramic-Floor/Walls	1	Ea	2,750.00	2,750.00	2,750.00	
	Ceramic-Shower Surround	1	Ea	2,625.00	2,625.00	2,625.00	

9620	Refinish wood floors	1	Ea	3,125.00	3,125.00	3,125.00
	Floor repair-Tongue and groove	1	Ea	3,000.00	3,000.00	3,000.00
9650	Floor replace- Kitchen- Marmoleum natural linoleum	1	Ea	1,750.00	1,750.00	1,750.00
9900	Interior Prep-Level 1	1	Ea	2,125.00	2,125.00	2,125.00
	Prep and paint Surface-Gloss	1	Ea	1,500.00	1,500.00	1,500.00
	Surface-Interior-Stableize	1	Ea	4,375.00	4,375.00	4,375.00
10800	Shower Pan-Surround-Faucet-Shower head	1	Ea	2,000.00	2,000.00	2,000.00
	Vanity 24"-Top-Faucet	1	Ea	2,188.00	2,188.00	2,188.00
	Medicine Cabinet-Recessed	1	Ea	656.00	656.00	656.00
	Accessory set-5 Piece Chrome	1	Ea	250.00	250.00	250.00
	Commode-Replace	1	Ea	688.00	688.00	688.00
	Shower Door	1	Ea	3,450.00	3,450.00	3,450.00
11450	Range Hood-Ducted Vent	1	Ea	750.00	750.00	750.00
	Range Hood Ducted Vent (Upstairs)	1	Ea	750.00	750.00	750.00
	Refrigerator-Energy Star rated	1	Ea	800.00	800.00	800.00
	Refrigerator- Energy Star Rated (Upstairs)	1	Ea	938.00	938.00	938.00
	Range-Gas-Energy Efficient system	1	Ea	800.00	800.00	800.00
	Range-Gas-Energy Efficient system	1	Ea	938.00	938.00	938.00
12200	Demo Existing Cabinets	1	Ea	1,500.00	1,500.00	1,500.00
	Cabinet-Base-Wood	1	Ea	5,000.00	5,000.00	5,000.00
	Cabinet-Base-Wood	1	Ea	5,000.00	5,000.00	5,000.00
	Cabinet-Wall-Wood	1	Ea	4,065.00	4,065.00	4,065.00
	Cabinet-Wall-Wood	1	Ea	4,100.00	4,100.00	4,100.00
	Countertop-Sink-Custom	1	Ea	4,375.00	4,375.00	4,375.00
	Countertop- Sink-Custom	1	Ea	4,400.00	4,400.00	4,400.00
	Faucet-Kitchen Dual Control	1	Ea	500.00	500.00	500.00
	Faucet-Kitchen Dual Control	1	Ea	500.00	500.00	500.00
15140	Replumb new bathroom/ kitchen location	1	Ea	4,375.00	4,375.00	4,375.00
	Water Heater -Replacement 40 Gallon Gas-Shed rear of kitchen	1	Ea	1,000.00	1,000.00	1,000.00
	Water Heater - 40 Gallon Gas-	1	Ea	656.00	656.00	656.00
15600	HVAC-General Requirements	1	Ea	1,875.00	1,875.00	1,875.00
	HVAC-General Requirements	1	Ea	1,900.00	1,900.00	1,900.00
	Furnace-Gas-Energy star rated-One unit	1	Ea	10,000.00	10,000.00	10,000.00
	Furnace-Gas-Energy star rated-One unit	1	Ea	10,000.00	10,000.00	10,000.00
16050	Electrical-General Requirements	1	Ea	3,438.00	3,438.00	3,438.00
	Rewire electrical deficiency as noted	1	Ea	9,375.00	9,375.00	9,375.00
	Fixture-Vent-Downstairs bathroom	1	Ea	1,000.00	1,000.00	1,000.00
	Light LED Fixture and Switch Dining-Kitchen-downstairs bathroom	1	Ea	875.00	875.00	875.00
	Interior LED Light Fixture Dining-Kitchen-downstairs bathroom	1	Ea	1,595.00	1,595.00	1,595.00
	Circuit Interrupter-(AFCI) Where receptacle is replaced	1	Ea	625.00	625.00	625.00
	Electrical Service 100 AMP	1	Ea	4,750.00	4,750.00	4,750.00
	GFI additions-replacements	1	Ea	500.00	500.00	500.00
	Smoke detectors	1	Ea	470.00	470.00	470.00
	Carbon Mon oxide Detector	1	Ea	132.00	132.00	132.00
	Temporary Fence/Toilets/Power/Scaffold	1	Ea	10,000.00	10,000.00	10,000.00
	Permits	1	Ea	6,500.00	6,500.00	6,500.00
	Overhead and Profit					28,554.25
	Overhead and Profit					25,900.00
	Contingency	1	Ea	51,554.25	51,554.25	23,000.00
	Contingency	1	Ea	43,150.00	43,150.00	17,250.00
	Grand Total Construction Cost					527,303.25
	Project Costs					
	Clean Up					1,000.00
	Clean Up Site Supervision					3,000.00
	Relocation Cost (\$2,000/Month x 8 Months)					12,000.00
	Architecture and Engineering					12,500.00
	Utilities and Property Tax					3,500.00
	Insurance					2,500.00
	Loan Fee @ 2%					10,000.00
	Interest Reserve					24,000.00
	Receiver Fees					
	Site Supervision					7,500.00
	Administrative Support					7,500.00
	Receiver					40,000.00

Construction Bid - Page 3

	Contingency						9,196.75
							132,696.75
	Total Project Cost						660,000.00

EXHIBIT 3

From: Gerard F. Keena II
Sent: Wednesday, September 12, 2018 6:38 PM
To: 'bbartlett@cityofberkeley.info' <bbartlett@cityofberkeley.info>
Subject: FW: 1911 Harmon Street: Items to Supply for Loan

Ben - Please see the note I sent to Mr. Powell. I am doing everything I can to ensure he moves back, but I need him to do his part as well as his son who still hasn't paid back his Dad

Gerard

Gerard F. Keena II
Bay Area Receivership Group
2001 Milvia Street

Berkeley, CA 94704

(510) 995-0158

PRIVILEGED AND CONFIDENTIAL COMMUNICATION

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From: Gerard F. Keena II
Sent: Wednesday, September 12, 2018 6:16 PM
To: 'leonard powell' <leonardfpeo@gmail.com>
Cc: gdtribble@yahoo.com
Subject: 1911 Harmon Street: Items to Supply for Loan

Dear Mr. Powell – Below are just some of the documents that I need you to have ready by this Friday at 12:30PM. I will meet you at the property with a representative from Bank of America. Tim Kepler as well as Conway Jones. Please bring anyone that you would like. I think Roland Jr should attend or at the very least be available via conference call.

Any bank you decide to go with will need the below information to evaluate your loan including your permission to pull credit. I know George is helping you and I encourage you to continue to use him, but we are going to need some proof by September 18th that a loan is either in the works or a possibility. I want to ensure that you have as many options as possible and the most capable individuals working on your behalf.

We anticipate the house to be fully finished in less than a month.

On your behalf, I have spoken to representatives at Bank of America, Mechanics Bank, Mason McDuffie and of course George Tribble.

In addition to the below documentation, you will very likely need to agree to have the upstairs unit rented at market rates AND your son Roland Jr must refinance the \$40K you lent him. If these two conditions are not met, the only other possible option I can think of is for you to rent both units at market and get a loan as a non-owner occupied property. I know this is not an alternative you agree with, but it will allow you to keep the property and leave it to granddaughter Myla.

Documentation list: additional documents may be required

- Copies of W-2's from 2017 and 2016.
- Copies of the last 2 years Federal Tax Returns – all schedules.
- Copies of 'pay stubs' for the last 30 consecutive days.
- A legible copy of Driver's License. (I have this)
- Social Security and Pension Awards Letter.
- Need to understand how Lousie Street property (Brian's) was financed and who makes the mortgage payment.
- DD214 and Certificate of Eligibility (I already have this)
- Copies of most current 2 months Bank Statements for all bank accounts including checking, savings and retirement accounts.

Call me if you would like to discuss – Thanks Gerard

Gerard F. Keena II
Bay Area Receivership Group
2001 Milvia Street

Berkeley, CA 94704

(510) 995-0158

PRIVILEGED AND CONFIDENTIAL COMMUNICATION

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From: Gerard F. Keena II
Sent: Friday, June 22, 2018 3:50 PM
To: 'leonard powell' <leonardfpeo@gmail.com>
Subject: 1911 Harmon Street:

Mr Powell – I will bring this report on Monday when we meet at 2PM. We can discuss options. We have to continue to work together. Please make sure you can attend court on June 28th at 9:15AM. Do you want me to involve Mr Juarez – We can discuss on Monday – Gerard

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From: Gerard F. Keena II
Sent: Wednesday, December 20, 2017 2:32 PM
To: rolandgjp@hotmail.com; leonard powell <leonardfpeo@gmail.com>
Subject: 1911 Harmon Street: Habitat for Humanity Contract

Mr Powell – Please see the attached – Let's discuss when you have a moment. Also, do you want me to pay for the PG&E Bill? – Thanks Gerard

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From: Gerard F. Keena II
Sent: Saturday, November 04, 2017 11:20 AM
To: leonard powell <leonardfpeo@gmail.com>
Cc: Ericmagana510@gmail.com; Cindi Sherrod (csherrod@Bayarearg.com) <csherrod@Bayarearg.com>
Subject: RE: Letter to Judge Colwell

Mr Powell – I received your letter - I will make sure that Eric files it on Monday as well as gives a courtesy copy to the Judge. He will give you a call when he does both so as to let you know that it has been done.

I will see you in court on Tuesday morning at 9:15AM. From Berkeley it may take as much as 45 minutes to get there.

Please make sure to bring two copies of your letter with you just in case.

Call me if you have any questions – 510 306 6130

Thanks
Gerard

Gerard F Keena II
Bay Area Receivership Group
Office: 415.361.5544
1901 Harrison Street, Suite 1100, Oakland, CA 94612



gkeena@bayareaRG.com
www.bayareaRG.com

From: Gerard F. Keena II
Sent: Thursday, November 02, 2017 3:24 PM
To: rolandgjp@hotmail.com
Cc: leonardfpeo@gmail.com
Subject: FW: Receiver's Report - Harmon Street

Roland – Your Dad asked me to send this to you. I also sent it to George so he has a copy. If you can make court on Tuesday, it would be nice to meet you in person, and also you will be able to support your Dad with his objection – Thanks Gerard

Gerard F Keena II

Bay Area Receivership Group

1901 Harrison Street | Suite 1100 | Oakland, CA 94612

Office: 415.361.5544

From: Cindi Sherrod [mailto:cindisherrod01@gmail.com]
Sent: Thursday, November 02, 2017 1:58 PM
To: gdtribble@yahoo.com
Cc: Gerard F. Keena II <gkeena@bayarearg.com>
Subject: Receiver's Report - Harmon Street

Good afternoon, Mr. Trimble,

Gerard Keena has asked me to send you a copy of the attached report and ask that you forward it to Mr. Cardin, as we do not have an email address for him.

If you have any questions, please do not hesitate to contact me.

Thank you,

--

Cindi Sherrod
(916) 765-2788

From: Gerard F. Keena II
Sent: Saturday, October 07, 2017 12:40 PM
To: rolandgjp@hotmail.com
Cc: leonardfpeo@gmail.com; gdtribble@yahoo.com
Subject: 1911 Harmon Street - Status of Private Loan

Roland – I have tried to reach you multiple times regarding the status of the private loan that your Dad borrowed on your behalf. It is currently in the first position on the Preliminary Title Report. As you may know, we are working very hard to figure out how to get all the work done on the property and qualify your Dad for permanent financing after the work gets done. We need your help in paying off this \$40K amount before that time.

My understanding is George Tribble is working with you to get this resolved. Getting this paid off by the end of this year is a critical component to the success of this project.

Please let me know if you have any questions. Your Aunt Florence may be a resource to you, and I encourage you to speak with her about that.

Thanks

Gerard

Gerard F Keena II

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gkeena@bayareaRG.com

www.bayareaRG.com

From: Gerard F. Keena II

Sent: Monday, July 31, 2017 10:32 AM

To: Myla Powell (myla.dreamer@gmail.com) <myla.dreamer@gmail.com>; rolandgjp@hotmail.com; leonardfpeo@gmail.com

Cc: Molina, Raquel P. <RMolina@ci.berkeley.ca.us>; Ericmagana510@gmail.com; eavs <eavs@yahoo.com>; Shallon Allen (SLAllen@cityofberkeley.info) <SLAllen@cityofberkeley.info>; Steve Anderson <sanderson@Bayarearg.com>

Subject: 1911 Harmon Street - Thursday, August 3rd

Powell Family:

On Thursday, August 3rd we will be cleaning up the backyard at 1911 Harmon Street. I would like everyone who is able to assist to put the remaining items in storage PODS donated by the City of Berkeley. I have hired labor to help facilitate, but decisions need to be made on what to do with the stuff. The City of Berkeley has also donated a dumpster which will be available to throw away any items you no longer want. The goal will be to have the outside of the property cleaned up so that construction can begin as soon as possible.

Please let me know if you have any questions.

Gerard F Keena II

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gkeena@bayareaRG.com

www.bayareaRG.com

From: Gerard F. Keena II
Sent: Friday, June 09, 2017 8:14 AM
To: leonardfpeo@gmail.com; Manuel Juarez <baylaw1@yahoo.com>
Cc: Steve Anderson <sanderson@Bayarearg.com>
Subject: 1911 Harmon Street - Meeting with the City of Berkeley

Gentlemen – I met with the City of Berkeley yesterday to review the loan program. We need to solicit bids from General Contractors. We tentatively scheduled a bid walk-through on June 23, 2017. If you have any contractors that are interested in bidding the work, please let me know and I will pass their information onto the City.

Habitat for Humanity will be one of those bidders.

Thanks

Gerard

Gerard F Keena II

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1901 Harrison Street, Suite 1100, Oakland, CA 94612



gkeena@bayareaRG.com

www.bayareaRG.com

From: Gerard F. Keena II
Sent: Thursday, June 08, 2017 8:15 AM
To: Manuel Juarez <baylaw1@yahoo.com>; leonardfpeo@gmail.com
Subject: 1911 Harmon Street - Hazardous Waste

Good Morning Gentlemen – I am working with the City of Berkeley to have them remove all the hazardous waste on the property. – Thanks Gerard

Gerard F Keena II

Bay Area Receivership Group

Office: 415.361.5544

1901 Harrison Street, Suite 1100, Oakland, CA 94612



gkeena@bayareaRG.com

www.bayareaRG.com

From: Gerard F. Keena II
Sent: Thursday, June 08, 2017 8:09 AM
To: Shallon Allen (SLAllen@cityofberkeley.info) <SLAllen@cityofberkeley.info>
Subject: 1911 Harmon Street - Hazardous Waste

Dear Shallon – Mr. Powell has approximately 75 gallons of dried-up paint. (see picture attached) We would like to keep clean-up expenses to a minimum. Is it possible for the City of Berkeley to arrange pick-up of this hazardous waste? It is all stacked on the side of the house and ready for pick-up.
Thanks Gerard

Gerard F Keena II

Bay Area Receivership Group

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gkeena@bayareaRG.com

www.bayareaRG.com

From: Gerard F. Keena II
Sent: Wednesday, May 24, 2017 10:59 AM
To: leonardfpeo@gmail.com
Cc: Manuel Juarez <baylaw1@yahoo.com>; Steve Anderson <sanderson@Bayarearg.com>
Subject: 1911 Harmon Street - Lender

Mr. Powell – When you have a chance, please let me know about Mr Trimble's interest in lending.
Thanks Gerard

Gerard F Keena II

Bay Area Receivership Group

Office: 415.361.5544

1901 Harrison Street, Suite 1100, Oakland, CA 94612



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www.bayareaRG.com

From: Gerard F. Keena II
Sent: Monday, May 22, 2017 12:29 PM
To: leonardfpeo@gmail.com; Manuel Juarez <baylaw1@yahoo.com>
Subject: 1911 Harmon Street - Property Insurance

Mr. Powell and Mr. Juarez – It is standard for the Receiver to be added as an additional insured. Could you please provide me the name of the insurance agent and phone number so I can send them the Receivership Order. I would happy to discuss why and would prefer if you do it, but it is a requirement especially now that we have people going on the property to do stuff.

Thanks

Gerard

Gerard F Keena II

Bay Area Receivership Group

Office: 415.361.5544

1901 Harrison Street, Suite 1100, Oakland, CA 94612



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www.bayareaRG.com

From: Gerard F. Keena II
Sent: Tuesday, May 16, 2017 11:42 AM
To: Manuel Juarez <baylaw1@yahoo.com>; leonardfpeo@gmail.com
Subject: 1911 Harmon Street - Receiver's Initial Report

Mr. Juarez and Mr. Powell – I plan on filing this report with the court today. I would be happy to answer any questions you may have before doing so. I will be seeing Mr. Powell tomorrow morning at 9:30AM. I am bringing one of my partners from Habitat for Humanity to see if they can work on this project. His name is Kevin Elliott. I also will pass along a veteran organization that wants to help Mr. Powell immediately. His name is Antoine Brooks (650) 815-8100.

Thanks

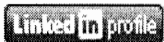
Gerard

Gerard F Keena II

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1
2
3 **PROOF OF SERVICE**

4 F.R.C.P. 5 / C.C.P. 1013a (3)/ Rules of Court, Rule 2060

5 I am a resident of, or employed in the County of Alameda, State of California. I am over the age of 18
6 years old and not a party to the within action. My business address is 2001 Milvia Street, Berkeley, CA 94704.

7 On **April 18, 2019**, I served the following listed document(s), by method indicated below, on the parties in
8 this action: **RECEIVER'S REPLY TO RESPONDENT'S OPPOSITION TO MOTION FOR ORDER**

9 ***SEE ATTACHED SERVICE LIST***



11 **BY U.S. MAIL**

12 By placing ☐ the original / X a true copy thereof enclosed in a sealed
13 envelope(s), with postage prepaid, addressed as per the attached
14 service list, for collection and mailings at Los Angeles, California
15 following ordinary business practices. I am readily familiar with the
16 firm's practice for collection and processing of the document for
17 mailing. Under that practice, the document is deposited with the
18 United States Postal Service on the same day in the ordinary course
19 of business. I am aware that upon motion of any party served,
20 service is presumed invalid if the postal cancellation date or postage
21 meter date on the envelope is more than one day after date of deposit
22 for mailing contained in this affidavit.



24 **BY OVERNIGHT DELIVERY**

25 By delivering the document(s) listed above in a sealed envelope(s) or
26 package(s) designated by the express service carrier, with delivery
27 fees paid or provided for, addressed as per the attached service list, to
28 a facility regularly maintained by the express service carrier or to an
authorized courier or driver authorized by the express service carrier to
received documents.



BY PERSONAL SERVICE

☐ By personally delivering the document(s) listed above
to the offices at the addressee(s) as shown on the attached service
list.

☐ By placing the document(s) listed above in a sealed
envelope(s) and instructing a registered process server to personally
deliver the envelope(s) to the offices at the address(es) set forth on
the attached service list. The signed proof of service by the
registered process server is attached.



BY ELECTONIC SERVICE

(via electronic filing service provider)

By electronically transmitting the document(s) listed above to
LexisNexis File and Serve, an electronic filing service provider, at
www.fileandserve.lexisnexis.com pursuant to the Court's _____
Order mandating electronic service. See
Cal.R.Ct.R. 2053, 2055, 2060. The transmission was reported as
complete and without error.



BY ELECTRONIC SERVICE

(to individual person)

By electronically transmitting the document(s) listed above to the
email address(es) of the person(s) set forth on the attached service
list. The transmission was reported as complete and without error.
See Rules of Court, rule 2060.



BY FACSIMILE

By transmitting the document(s) listed above from Gerard F.
Keena, II facsimile (510) 995-0158 to the facsimile machine
telephone number(s) set forth on the attached service list. Service
by facsimile transmission was made pursuant to agreement of the
parties, confirmed in writing.

29 X

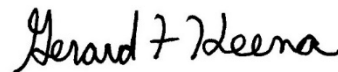
STATE

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

☐

FEDERAL

I declare under penalty of perjury under the laws of the United States that I am employed
in the office of a member of the bar of this court at whose direction the service is made.



Gerard F. Keena, II, Receiver

Type or Print Name

Signature

PROOF OF SERVICE

1
2
3 **SERVICE LIST**

4 The People of the State of California, By and through Zach Cowan, as City Attorney for the
5 City of Berkeley v. Leonard Felton Powell, the Leonard Powell Living Trust and Does 1 to 20
6 inclusive; Case No. RG15762567

7 **Attorney for Petitioner**

8 Christopher Jensen, Esq.
9 City Attorney
10 Berkeley City Attorney's Office
11 2180 Milvia Street, Fourth Floor
12 Berkeley, CA 94704
13 CJensen@cityofberkeley.info

14 **Respondent**

15 Leonard F. Powell
16 3224 Louise Street
17 Oakland, CA 94608

18 **Attorney for Respondent**

19 Audrey Shield, Esq.
20 11100 San Pablo Avenue, Suite 209
21 El Cerrito, CA 94530
22 (510) 839-4200
23 Adslaw2000@yahoo.com

24 **Courtesy Copies (transmitted via email)**

25 Raquel P. Molina
26 City of Berkeley
27 Health, Housing and Community Services
28 2180 Milvia Street
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