SUPPLEMENTAL MATERIAL

FOR CASE L15-0073

FOR

HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD REGULAR MEETING

April 26, 2018
7:00 P.M.
CITY HALL, HEARING ROOM #1
ONE FRANK H. OGAWA PLAZA
OAKLAND, CA

CITY OF OAKLAND
Department of Housing and Community Development

RENT ADJUSTMENT PROGRAM

525, 655 Hyde Street CNML Properties, LLC v. Tenants
Case No. L15-0073

TENANTS RESPONSE BRIEF

INTRODUCTION

This Tenants Response Brief, by Tenants Julie E. Amberg (unit 302), Fernando Garcia & Kate Garcia (unit 202), and Todd McMahon & Mari Oda (unit 304) ("Tenants"), responds to Landlord's Supporting Arguments and Documents on Appeal ("Landlord's Arguments") which was filed on August 30, 2017, and which was served by mail on that date.

Landlord's Catalog Of Errors In The Hearing Decision Suggests That Remand To A Different Hearing Officer Is Appropriate.

Landlord contends the Hearing Decision is riddled with errors and mistakes, both of fact and of law. Thus, at page 2 of Landlord's Arguments, landlord asserts the Hearing Officer's dollar amounts "are not added correctly". At page 3, landlord asserts the Hearing Officer "disregards the law", and at page 5 landlord asserts the Hearing Officer committed a "major error" by basing the Hearing Decision on an "older version" of the RAP Regulations. At page 6, landlord contends the Hearing Officer confused maintenance with repair. At page 7, landlord accused the Hearing Officer of "unreasonable delay in the issuance of the Decision" whereby "the Landlord has been denied his legal right to a rent increase."

Landlord stops just short of asking the Board to remand the case to a different hearing officer. Tenants would not object if the Board did that.

Tenants Agree The Hearing Decision Is Riddled With Errors

Tenants agree the Hearing Decision is riddled with errors, many more than landlord acknowledges. The errors and omissions are spelled out in Tenants Brief On Appeal, which was filed on August 24, 2017, and which will not be repeated here, with one exception.

The Legally-Effective Filing Date Of Landlord's Petition Is January 4, 2017 Because Landlord Deliberately Failed To Attach Critical Capital Improvement Information And Documents To His Petition.

The exception, which we reemphasize here, is the elephant in the room. It is landlord's deliberate failure to attach critical capital improvement information and documents to his Petition. The failure violated both the Rent Ordinance OMC 8.22.090 B.1. and the express "must attach" commands of the Petition The Petition itself expressly commanded the landlord to attach to the Petition an itemized schedule of claimed capital improvements, showing the affected units, the cost and completion date for each item.

> "You ***must attach*** an itemized schedule of claimed capital improvements, showing the affected units, the cost and completion date for each item."[1] [Emphasis supplied]

Likewise, the petition expressly told the landlord to "attach" to the petition the "documents that prove your case."

> "***Attach to this petition*** copies of the documents that prove your case."[2] [Emphasis supplied]

The "itemized schedule" and the "documents that prove your case" were not, repeat not, attached to the petition. Lest the Board think this is an overstatement, we invite the Board to examine the Petition, Tenant Exhibit TX-1, which accompanies Tenants Brief On Appeal.

The itemized schedule and the documents were first revealed to tenants on January 4, 2017, just a few days before the start of the hearing on January 12, 2017.

January 4, 2017 is the date when landlord first revealed to tenants that each of them could be socked with a rent increase of at least $598.38 per month, for five years, for a total of $35,902.80. (See Landlord Exhibit 1, at page 130, which was not revealed to tenants until January 4, 2017) It does not require much imagination to figure out why the landlord concealed that information from the Petition. For example, if the tenants had been told by the Petition that each of them could be liable for $35,902.80, they could have then considered vacating the building and looking elsewhere for affordable housing, and/or they could have pooled resources and retained attorneys to advise them on the legality of the attempted capital improvement pass through, and they could have made an informed decision whether to mediate. (The Board is

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[1] Tenants' Exhibit TX-1, second page.
[2] Tenants' Exhibit TX-1, first page.

respectfully invited to read Tenants full argument on this point, in Arguments A and B in Tenants Brief On Appeal.)

The Oakland City Council and the Rent Adjustment Program do not accept such conduct by a landlord. That is why Reg 8.22.090 C. commands that the landlord's Petition "is not considered filed until" the owner files "Organized documentation clearly showing the Rent increase justification and detailing the calculations to which the documentation pertains."

> 8.22.090 C. "Owner Petitions and Response Requirements
> 1. An owner's petition or response to a petition ***is not considered filed until*** the following has been submitted: ...
> d. A substantially completed petition or response on the form prescribed by the Rent Adjustment Program, signed under oath;
> e. Organized documentation clearly showing the Rent increase justification and detailing the calculations to which the documentation pertains." [Emphasis added]

Landlord did not submit the required information and documents until January 4, 2017. Until then, tenants were left completely in the dark.[3] That is why the Petition is not considered filed until January 4, 2017. That is why ***the legally-effective filing date of the Petition is January 4, 2017.***

ARGUMENT

A.

Capital Improvements Which Were Completed And Paid For Before January 4, 2015 May Not Be Passed Through To Tenants.

The 24-month limit on capital improvement pass through to tenants is a central issue in both Tenants appeal and Landlord's appeal. On that issue, both parties say the Hearing Decision was wrong, and must be reversed. Both parties agree that the current version of RAP Regulation Appendix A section 10.2.1 determines how the 24-month period is determined.

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[3] Moreover, to continue his concealment, Landlord failed to serve tenants with any notice of his January 4, 2017 filing of information and documents. Tenant Oda testified at the hearing that she first learned of the capital improvement information and documents on January 12, 2017 which was the first day of the hearing and was when Landlord offered his information and documents into evidence (Hearing Transcript, January 13, 2017, page 111, lines 4-18)

The current version of 10.2.1 ties the 24-month period to the date the petition is filed:[4]

> "Credit for capital improvements will only be given for those improvements which have been completed and paid for within the twenty-four (24) month period prior to the date the petition for a rent increase based on the improvements is filed." [Emphasis added]

In this version of 10.2.1, the petition's filing date marks the end date of the 24-month period. The other boundary is the date which is 24 months earlier than the petition's filing date.

The parties disagree on the petition's legally-effective filing date. Landlord contends the date is December 18, 2015, when the petition was submitted to the RAP. Landlord is not correct.

The legally-effective filing date of the Petition is January 4, 2017. The preceding section of this brief explains why that is true.

The 24-month period within which credit for capital improvements may be given therefore ends on January 4, 2017, and begins on January 4, 2015. Stated chronologically, the permissible 24-month period begins on January 4, 2015 and ends on January 4, 2017.

It is undisputed all of the capital improvements for which Landlord seeks credit were completed and paid outside of the permissible 24-month period. They were all completed and paid for before June 21, 2014. Thus, none of them qualifies under 10.2.1.

This is a fair outcome, having in mind that all the capital improvements information and documents existed in Landlord's files on December 18, 2015 (when he submitted his Petition), but Landlord chose to conceal them from tenants until January 4, 2017. The concealment harmed tenants, as is explained in Argument B at pages 8-12 of Tenants Brief On Appeal.

Tenants respectfully ask the Board to reverse the Hearing Decision and instruct the Hearing Officer, on remand, to disallow all alleged capital improvements which were completed and paid for before January 4, 2015.

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[4] The Hearing Decision, however, erroneously relied on an outdated version of section 10.2.1. That version tied the 24-month period to the "date of the proposed rent increase". That version was left unchanged by Oakland City Council Resolution No. 84936 (April 22, 2014). It was, however, changed to the current version on February 1, 2017, in accordance with Oakland City Council Ordinance No. 13418.

B.

The Sliding Glass Doors In Units 302 And 304
Do Not Qualify As Capital Improvements
Because They Do Not Materially Add To The Value Of The Property

Page 2 of Landlord's Argument asserts clerical and calculation errors by the Hearing Officer with respect to units 204, 302, 303, and 304. No error is asserted with respect to unit 202. Because only the tenants in units 202, 302 and 304 are involved in this appeal, they respond only to the alleged errors in the calculations for their units.

Because no error is attributed to unit 202, no response is needed.

In regard to unit 302, landlord asks an additional monthly rent of $56.67 for a sliding glass door. The claim should be rejected for the reasons stated in Argument G in Tenants Brief On Appeal, at pages 22-25. As stated in Argument G, the "new" sliding glass door was exactly the same as the door it replaced. Because it was exactly the same, it did not "materially add to the value of the property", and therefore did not qualify as a capital improvement under the Ordinance's definition of "Capital improvements" in OMC 8.22.020.

In regard to unit 304, the alleged cost of the sliding glass door is $6,800. As stated in Argument D in Tenants Brief On Appeal. at pages 15-18, the value of the property was about $2 million in 2013-14 when the alleged capital improvements were done. The $6,800 cost of the door did not "materially" add to the $2,000,000 value of the property. The $6,800 cost of the door was less than 1% of the value of the property; it was 0.34 percent of the value of the property. An alleged capital improvement which adds a mere 0.34 percent to the value of the property does not, and cannot, satisfy the "materially" add requirement of OMC 8.22.020.

The Board should instruct the Hearing Officer, on remand, to disallow the sliding glass door costs for units 302 and 304.

For the avoidance of doubt, Tenants in units 202, 302 and 304 reserve, preserve and maintain all of their other contentions, arguments and defenses.

C.

1.

The Hearing Decision Erroneously Relied On An Outdated Regulation And A Court Decision Which Is Not Controlling Precedent.

In his Argument B, Landlord asserts, "It was a major error for the Hearing Officer and her advisors to arbitrarily base the Decision on the older version of the Regulation." (Landlord Argument, at page 5)

Tenants agree. As explained above, the current version of RAP Reg Appendix A section 10.2.1 ties the 24-month period for recovering capital improvement costs to the petition's legally-effective filing date. And, as explained in the Introduction, the Petition's legally-effective filing date is January 4, 2017. Landlord's own, deliberate concealing from his Petition the capital improvements documents and calculations showing the rent increase precludes Landlord from passing through to Tenants any capital improvement which was completed and paid for before January 4, 2015.

Moreover, Landlord also asserts in his Argument B that the Hearing Decision is erroneous because the Decision is based on "an improper application of the unpublished decision" in the Baragano case. (Landlord Argument, at page 3)

Tenants agree with Landlord on this point. But, we equally emphasize that the decision in *Baragano* is factually not in point and would therefore not be controlling precedent, even if it were based on the current version of 10.2.1. The owner's petition in that case did comply with the OMC and the RAP Regs. The petition in *Baragano* did include capital improvements information, total costs, unit costs and proposed rent increase, wherefore the petition in *Baragano* did comply with Reg 8.22.090 C., and therefore the effective date of the petition in *Baragano* was its actual filing date in the RAP.

Indeed, *Baragano* illustrates what should have been attached to and included in Landlord's Petition in the present case, but which Landlord deliberately concealed from Tenants herein.

2.

The Hearing Decision's Finding That
The Capital Improvements Benefitted The Tenants
Is Not Supported By Substantial Evidence.

Landlord asserts, at page 3, that his alleged capital improvements "conferred a tremendous benefit to the tenants residing there."

Tenants do not agree, for at least two reasons. First, Landlord's alleged capital improvements were not done to benefit the tenants. They were done to fix dry rot problems which were known to the prior owner of the building, but which were not properly repaired by the prior owner. The dry rot problems were caused by decades of deferred maintenance – including the 33-year failure of the prior owner to paint or otherwise waterproof the building's sidewalls and balcony floors. Under controlling precedential decisions of this Board, the current owner of the property stands in the shoes of the prior owners, and is responsible for the prior owner's deferred maintenance.[5] Were it otherwise, all deferred maintenance issues and problems could be extinguished by the simple expedient of selling the property to a new owner.

The Board is respectfully invited to read Tenants Argument C on deferred maintenance, at pages 12-15 of Tenants Brief On Appeal. The Hearing Decision did not discuss or decide the deferred maintenance issue.

Second, it was Landlord, not Tenants, who got a "tremendous benefit" from his work on the building. The owner who filed the Landlord Petition bought the property in November 2013 and paid $2,051,000.[6] He sold the property in June 2017 for $5,750,000.[7] His gross profit in less than four years was $3,699,000.

D.

Tenants Do Not Need To Respond To Landlord's Argument C

Landlord Argument C asserts the Hearing Officer confused maintenance with repair, in regard to a stove and a garbage disposal in units 101 and 303.

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[5] *McGhee v. Carraway-Brown*, T05-0220 (Amended Hearing Decision, Jan. 6, 2006); *aff'd*, HRRRB (precedential; Feb. 24, 2006).

[6] Tenants Exhibit TX-33

[7] Source: Redfin Corp., https://www.redfin.com/CA/Oakland/3921-Harrison-St-94611/home/1951702.

Because only tenants in units 202, 302 and 304 are involved in this appeal, they do not respond to mistakes by the Hearing Officer with respect to units 101 and 303.

E.

The RAP Procedures Are Proper
And Are Consistent With OMC 8.22.070 D.2.b.

Landlord Argument D asserts, at page 6, "The RAP's procedures, or lack thereof, make it inevitable that a landlord will suffer unconstitutionally long delays in any rent increase."

Landlord's argument is without merit and should be rejected on two grounds.

First, Landlord has only himself to blame for alleged delay. The last of his "improvements" was completed on June 20, 2014. On that date, landlord had all of the documents and information he needed to file his petition. Yet, landlord himself delayed for over 17 months before submitting his petition, on December 18, 2015. And, Landlord himself requested (and was granted) a postponement of the hearing date from July 21, 2016 to October 6, 2016. (Order dated June 28, 2016) And, landlord did not object to tenants' request to postpone the hearing to a date after the Board decided landlord's appeal in L14-0065. (Order dated September 29, 2016) Ignoring his own apathy, Landlord wrongly blames RAP procedures for denying him "a prompt maximum rent increase".

Second, it is the Oakland Municipal Code, not a RAP regulation or procedure, which specifies the operative date for a rent increase when an owner files a petition for rent increase. OMC 8.22.070 D.2.b. explicitly states that "a Tenant is not required to pay the Rent increase until there is a final decision on the petition pursuant to Section 8.22.070 D.5. (the operative date of the Rent increase)" The Ordinance quite properly allows tenants the right to appeal an erroneous hearing decision without forcing tenants simultaneously to pay what they believe to be an erroneous rent increase. Far from being unconstitutional, the Ordinance preserves tenants' constitutional due process rights.

The Board should reject landlord's argument about unconstitutionality of RAP procedures.

F.

Owner's Appeal Must Be Dismissed
Because Hyde Street Did Not Own The Property When The Appeal Was Filed, and
Because Rockridge Does Not Itself Own The Property.

The named Appellants in owner's Appeal are 525, 655 Hyde Street CNML Properties, LLC and Rockridge Real Estate, LLC. The Appeal was filed on August 15, 2017.

The appeal by 525, 655 Hyde Street CNML Properties, LLC ("Hyde Street") must be dismissed because Hyde Street did not own the property at 3921 Harrison Street, Oakland, CA on August 15, 2017 (when the Appeal was filed). Hyde Street sold the property on June 15, 2017, before the Appeal was filed. See the attached Grant Deed 2017136764.

The appeal by Rockridge Real Estate, LLC ("Rockridge") must be dismissed because Rockridge did not itself own the property on August 15, 2017. Rockridge held only a minority 19.717 % interest in the property, and therefore cannot assert the rights of controlling ownership.

According to the Grant Deed, Hyde Street sold the property to: "Rockridge Real Estate, LLC, a California limited liability company as to an undivided 19.717% and Reinke, LLC, a California limited liability company as to an undivided 80.283% interest as Tenants in Common." See the attached Grant Deed 2017136764.

Because Reinke, LLC owned an 80.283% interest in the property on August 15, 2017 (when the Appeal was filed), Reinke, LLC was a necessary and indispensable party to an owner's appeal from the Hearing Decision in L15-0073.

Accordingly, the owner's Appeal in L15-0073 must be dismissed because (1) Hyde Street did not own the property when the Appeal was filed, and (2) 80.283% majority owner Reinke, LLC did not appeal, and (3) minority owner Rockridge did not by itself have standing to institute the Appeal and does not, by itself, have standing to maintain the Appeal.

G.

Landlord's Obligation To Attach Critical Capital Improvement Information To The Petition
Is Not Excused By A Purported Seven-Day Rule.

Landlord may assert that a purported seven-day rule excuses his failure to attach to the Petition an itemized schedule of claimed capital improvements, showing the affected units, the cost and completion date for each item. There is no such "rule" in the OMC or in any RAP Regulation. Its source lies only in a notice of hearing.

The Notice of Hearing issued by the Hearing Officer in L15-0073 contained two sentences about excluding evidence.

> "All proposed tangible evidence, including but not limited to documents and pictures, must be submitted to the Rent Adjustment Program not less than seven (7) days prior to the Hearing. ... Proposed evidence presented later may be excluded from consideration." [Emphasis added]

But, those sentences do not, and cannot, excuse Landlord from complying with the "must attach" command of the Petition and the "must provide" command of OMC 8.22.090 B.1.d.

The Petition in L15-0073 itself plainly instructed the Landlord: an itemized schedule of claimed capital improvements "must" be attached to the Petition.

> "You ***must attach*** an itemized schedule of claimed capital improvements, showing the affected units, the cost and completion date for each item."[8] [Emphasis added]

That "must attach" language was not some idle wish that Landlord was free to ignore. It was a command. It was not in just any old form of petition. It was in the specific form of petition which the RAP had approved and which RAP required to be used when Landlord submitted his petition to the RAP, on December 18, 2015.

The RAP created that form under the authority of OMC 8.22.090 B.1.d. That Ordinance commands that a landlord's petition for rent increase ***must*** be on a form of petition "prescribed by" the RAP.

OMC 8.22.090 "B. Owner Petitions and Owner Responses to Tenant Petitions.

1. In order for an owner to file a response to a tenant petition or to file a petition seeking a rent increase, the owner ***must*** provide the following:

* * * *

d. A completed response or petition on a form prescribed by the Rent Adjustment Program; and

e. Documentation supporting the owner's claimed justification(s) for the rent increase or supporting any claim of exemption." [Emphasis added]

It is undisputed that Landlord's Petition in L15-0073 was on the form of petition "prescribed by" the RAP. Therefore, the Petition's "must attach" command carried the full force and effect of the Ordinance's "must provide" command as implemented by the RAP.

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[8] Tenants' Exhibit TX-1, second page.

Consequently, the commands may not be ignored by a hearing officer nor waived by a hearing officer in a notice of hearing.

It is important to examine the purpose of the two sentences in the notice of hearing.

The overarching policy purpose of the two sentences in the notice, quoted above, is to ***avoid*** last-minute ***surprise***. That purpose is achieved by ***excluding*** evidence presented less than seven days before the hearing date. That is the so-called seven-day rule.

The seven-day rule and the Petition's "attach" command work hand-in-hand. They complement each other. They function together to further the sound public policy of ***avoiding surprise***. The former (the Notice of Hearing's seven-day rule) avoids surprise by excluding late-submitted evidence from the hearing. The latter (the Petition's attach command) avoids surprise by requiring immediate disclosure of necessary capital improvement information. Thus, when the seven-day exclusion rule is properly understood, it works with the Petition's attach command to achieve their overarching purpose of avoiding surprise.

Any attempted use of the seven-day exclusion rule by Landlord to nullify his "must attach" obligation would pervert the purpose of the seven-day rule. It would destroy the regulatory and statutory framework of fair disclosure and notice to tenants.

Such use would permit him, with impunity, to dump all of his 137 pages of evidence and his itemized schedule of capital improvements onto the tenants seven days before the hearing date. Landlord's distorted view of the seven-day rule would ***allow*** him to ***surprise*** the tenants seven days ahead of the hearing date. Landlord's self-serving reading of the seven-day rule subverts its purpose – to ***avoid*** surprise – and must be rejected.

CONCLUSION

For the above-stated reasons, the Board should dismiss the Owner's Appeal, reverse the Hearing Decision, and deny all claims by Landlord for rent increase based on capital improvements.

Respectfully submitted,

Stanley L. Amberg,
11 Carolyn Lane, Chappaqua, NY 10514
T: 914-238-4921,
Representative for Tenants Amberg, Garcia, McMahon and Oda.

September 12, 2017

I, Stanley L. Amberg, declare under penalty of perjury under the laws of the State of California that on September 12, 2017, I placed a copy of this Tenants Response Brief in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to: Clifford E. Fried, Fried & Williams LLP, 1901 Harrison Street, 14th Floor, Oakland, CA 94612; and to Rockridge Real Estate, LLC, 1373 Clay Street, San Francisco, CA 94109.

Stanley L. Amberg

Attachment To Tenants Response Brief In Case L15-0073

Grant Deed 2017136764

2

RECORDING REQUESTED BY

Chicago Title Company

WHEN RECORDED MAIL DOCUMENT AND TAX STATEMENT TO:

Reinke, LLC and Rockridge Real Estate, LLC
151 Tunnel Rd.
Berkeley, CA 94705

ORDER NO.: 58209624-582-LE

2017136764 06/23/2017 08:30 AM
OFFICIAL RECORDS OF ALAMEDA COUNTY
STEVE MANNING
RECORDING FEE: 31.00
COUNTY TAX: 6325.00
CITY TAX: 86250.00

3 PGS

SM-1

Property Address: 3921 Harrison Street
Oakland, CA 94611
APN/Parcel ID(s): 12-929-11

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

THE UNDERSIGNED GRANTOR(s) DECLARE(s)
☐ This transfer is exempt from the documentary transfer tax.
☑ The documentary transfer tax is $6,325.00 and City Tax is $86,250.00 and is computed on:
☑ the full value of the interest or property conveyed.
☐ the full value less the liens or encumbrances remaining thereon at the time of sale.

The property is located ☑ IN THE CITY OF OAKLAND

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

525,655 Hyde Street CNML Properties, LLC, a California limited liability company

hereby GRANT(s) to

Rockridge Real Estate, LLC, a California limited liability company as to an undivided 19.717% and Reinke, LLC, a California limited liability company as to an undivided 80.283% interest as Tenants in Common

the following real property IN THE CITY OF OAKLAND, County of Alameda, State of CA:

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

Dated: June 15, 2017

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below..

525,655 Hyde Street CNML Properties, LLC, a California limited liability company

By: Michael Bykhovsky
Its: Acting Sole Manager

NOTARY ACKNOWLEDGEMENT(S) TO GRANT DEED

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

STATE OF CALIFORNIA
COUNTY OF ~~Alameda~~ San Francisco } SS:

On June 16, 2017 before me, Travis S. Bussey Jr,
a Notary Public, personally appeared Michael Bykhovsky

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

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

WITNESS my hand and official seal.

Signature

FOR NOTARY SEAL OR STAMP

TRAVIS S. BUSSEY JR.
COMM. # 2197852
NOTARY PUBLIC-CALIFORNIA
ALAMEDA COUNTY
My Comm. Expires JUNE 13, 2021

My Comm exp. June 13, 2021

EXHIBIT "A"
LEGAL DESCRIPTION

For APN/Parcel ID(s): 12-929-11

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

The Northeastern 60 feet of Lot 7, Block "B", "Map No. 2 of Linda Vista Terrace" filed March 9, 1986, Map Book 15, Page 44, Alameda County Records, described as follows:

Beginning at a point on the Northwestern line of Harrison Street, formerly Walsworth Avenue, distant thereon Northeasterly 130 feet from the Northeastern line of Bayo Vista Avenue, as said avenues are shown on the map herein referred to; thence Northeasterly, along said line of Harrison Street, 60 feet; thence at right angles Northwesterly 125 feet; thence at right angles Southwesterly 60 feet; thence at right angles Southeasterly 125 feet to the point of beginning.