

BOARD OF APPEALS, CITY & COUNTY OF SAN FRANCISCO

Appeal of
GEORGE & MYRTA MATULA,)
Appellant(s))
vs.)
DEPARTMENT OF PUBLIC WORKS)
BUREAU OF STREET-USE AND MAPPING,)
Respondent

Appeal No. 14-146

NOTICE OF APPEAL

NOTICE IS HEREBY GIVEN THAT on August 20, 2014, the above named appellant(s) filed an appeal with the Board of Appeals of the City and County of San Francisco from the decision or order of the above named department(s), commission, or officer.

The substance or effect of the decision or order appealed from is the ISSUANCE on August 07, 2014, to KM 26th Street Properties LLC, STREET IMPROVEMENT PERMIT (construct new 15' wide concrete sidewalk and concrete curb per City standards to provide a walking path from Clarendon Avenue to access the subject property) at 1410 Stanyan Street.

PERMIT NO. 14IE-0730

FOR HEARING ON October 29, 2014

Address of Appellant(s):

George & Myrta Matula, Appellants
99 Clarendon Avenue
San Francisco, CA 94114

Address of Other Parties:

KM 26th Street Properties LLC, Permit Holder
c/o Mark Brand, Agent for Permit Holder
681 Harrison Street
San Francisco, CA 94107



Date Filed:

BOARD OF APPEALS

CITY & COUNTY OF SAN FRANCISCO
BOARD OF APPEALS

AUG 20 2014

APPEAL # 14-146

PRELIMINARY STATEMENT OF APPEAL

I / We, **George & Myrta Matula**, hereby appeal the following departmental action: **ISSUANCE of STREET IMPROVEMENT PERMIT NO. 14IE-0730** by the **Department of Public Works Bureau of Street-Use and Mapping** which was issued or became effective on: **August 07, 2014**, to: **KM 26th Street Properties LLC**, for the property located at: **1410 Stanyan Street**.

BRIEFING SCHEDULE:

The Appellant may, but is not required to, submit a one page (double-spaced) supplementary statement with this Preliminary Statement of Appeal. No exhibits or other submissions are allowed at this time.

Appellant's Brief is due on or before: **October 09, 2014, (no later than three (3) Thursdays prior to the hearing date)**, up to 12 pages in length, double-spaced, with unlimited exhibits, with an original and 10 copies delivered to the Board office by 4:30 p.m., and with additional copies delivered to the other parties the same day.

DPW Respondent's and Other Parties' Briefs are due on or before: **October 23, 2014, (no later than one (1) Thursday prior to hearing date)**, up to 12 pages in length, doubled-spaced, with unlimited exhibits, with an original and 10 copies delivered to the Board office by 4:30 p.m., and with additional copies delivered to the other parties the same day.

Only photographs and drawings may be submitted by the parties at hearing.

Hearing Date: **Wednesday, October 29, 2014, 5:00 p.m., City Hall, Room 416, One Dr. Carlton B. Goodlett Place.**

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

In order to have their documents sent to the Board members prior to hearing, **members of the public** should submit an original and 10 copies of all documents of support/opposition no later than one (1) Thursday prior to hearing date by 4:30 p.m. Please note that names and contact information included in submittals from members of the public will become part of the public record. Submittals from members of the public may be made anonymously.

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

If you have any questions please call the Board of Appeals at 415-575-6880

The reasons for this appeal are as follows:

see attached.

Appellant or Agent (Circle One):
Signature: *[Signature]* *[Signature]*
Print Name: G. MATULA, MD MYRTA MATULA
MYRTA MATULA

PRELIMINARY STATEMENT OF APPEAL

Date
Filed: **BOARD OF APPEALS**

AUG 20 2014

APPEAL # 14-146

SUMMARY OF REASONS OR GROUNDS FOR APPEAL CONTINUED:

VIOLATION OF CONDITION PLACED BY
BOARD OF APPEALS IN "PRESERVING THE NATURAL
ENVIRONMENT", OCT 4, 2006, ORDER # 176,807
FAILURE TO HONOR FULLY NEGOTIATED
AGREEMENT WITH NEIGHBORHOOD AS TO
ACCESS 1410 STANYAN, INCLUDING TWO BOARD OF
APPEALS HEARINGS 2006.

15' WALKWAY EXCEEDS CONDITIONS OF
THE BOARD, IS REMINISCENT OF SIZE OF
DRIVEWAY REFLECTED TWICE BY BOARD OF SUPERVISORS
IN 2008 AND 2014, UNANIMOUSLY.

PROTECTED WALKWAY REQUIRES EXCAVATION
BELOW EXISTING BOUNDARY WALL ^{FOUNDATION} ~~NO RECORDATION~~
~~SO~~ THREATENING STABILITY OF 1931 STRUCTURE.

[Handwritten Signature]
Met Metel



(415) 554-5810
FAX (415) 554-6161
<http://www.sfdpw.org>

Department of Public Works
Bureau of Street-Use and Mapping
1155 Market St, 3rd Floor
San Francisco, CA 94103

14IE-0730

Street Improvement Permit

Address : 1410 STANYAN ST Cost: \$1,878.15 Block:2706 Lot: 035 Zip: 94114

Pursuant to article 2.4 of the Public Works Code in conjunction to DPW Order 178,940, permission, revocable at the will of the Director of Public Works, to construct improvements within the public right-of-way is granted to Permittee.

Mark Brand Architecture

Name: Mark Brand Architecture
Address: 425 2nd Street, Suite 601 San Francisco, CA 94107
Contact: Mark Brand **Phone:** (415) 543-7300

Property Owner (if applicable)

Property Owner: KM 26TH STREET PRPTS LLC
Mall Address: 1485 BAYSHORE #149
SAN FRANCISCO CA 94124

BOARD OF APPEALS
AUG 20 2014
APPEAL # 14-146

Conditions	Bonded Contractor: K.J. Woods Construction
NTR	0
Curb Cut Sq Footage	0
Completion	This permit is valid until work is completed/signed-off by inspector
Remove, replace or reconstruct:	CONSTRUCT A NEW 15' WIDE CONCRETE SIDEWALK AND CONCRETE CURB PER CITY STANDARDS TO PROVIDE A WALKING PATH FROM CLARENDON AVENUE TO ACCESS THE SUBJECT PROPERTY VIA CONCRETE PATIO ORIGINALLY PERMITTED BY DPW ORDER NO. 176,807, APPROVED DECEMBER 31, 2008 AND REVISED PER DPW MINOR SIDEWALK ENCROACHMENT PERMIT NO. 14MSE-0296, APPROVED.
Expiration Date	
Bond Amount:	25000
Linear Footage	37
Bond Holder:	K.J. Woods Construction
Contact247	Refer to Agent
DPW Resolution #	
Inspection	This permit is invalid until the permittee contacts DPW at 554-7149 to activate the permit and schedule an inspection at least 72 hours prior to work. Failure to comply with the stated conditions will render this permit null and void.

The undersigned Permittee hereby agrees to comply with all requirements and conditions noted on this permit

Approved Date : 08/07/2014 ✓

Excavation and grading of subject area for street reconstruction shall be in accordance with approved plans and City specifications. Damaged areas adjacent to this construction shall be properly patched per City Inspector. Also, the permittee shall be responsible for any ponding due to the permitted work.

Applicant/Permittee _____ Date _____

Distribution:
 Outside BSM: BOE (Streets and Hyws) - P. Riviera
 Inside BSM: Street Improvement Inspection

Printed : 8/18/2014 10:29:58 AM Plan Checker

Nick Elsner

BOARD OF APPEALS

AUG 20 2014

APPEAL # 14-146

Permit Addresses

14IE-0730

*RW = RockWheel, SMC = Surface Mounted Cabinets, S/W = Sidewalk Work, DB = Directional Boring, BP= Reinforced Concrete Bus Pad, UB = Reinforced Concrete for Utility Pull Boxes and Curb Ramps

Number of blocks: 1 Total repair size:0 sqft Total Streetspace:0 Total Sidewalk: sqft

ID	Street Name	From St	To St	Sides	*Other	Asphalt	Concrete	Street Space Feet	Sidewalk Feet
1	STANYAN ST	CLARENDON AVE	MOUNTAIN SPRING AVE	Even	RW : False SMC : False S/W Only : False DB: False BP: False UB: False	0	0	0	
Total						0	0	0	

BOARD OF APPEALS

AUG 20 2014

APPEAL # 14-146

STREET EXCAVATION REQUIREMENTS

1. The permittee shall call Underground Service Alert (U.S.A.), telephone number 1-800-227-2600, 48 hours prior to any excavation.
2. All work including sidewalk and pavement cutting and removal, lagging, excavation, backfill, and sidewalk and pavement restoration shall be done by a licensed paving contractor and in accordance with the requirements of the Standard Specifications of the Bureau of Engineering, Department of Public Works, July 1986 Edition and Department of Public Works Order Nos. 176,707, copy attached.
3. Sidewalk and pavement restoration shall include the replacement of traffic lane and crosswalk striping, parking stall markings, and curb painting that might have been obliterated during street excavation. The permittee shall perform their work under on the following options:
 - a. Have the City forces do the striping and painting work at the permittees expense. The permittee shall make a deposit with the Department of Parking & Traffic for this purpose in an amount estimated by the Municipal Transportation Agency (MTA) 7th Floor 1 South Van Ness Ave telephone 701-4500, and notify the MTA at least 48 hours in advance of the time the work is to be done.
 - b. Perform the work themselves following instructions available at the Department of Parking & Traffic.
4. The permittee shall submit a non-refundable fee to Bureau of Street-Use and Mapping to pay for City Inspection of the backfill and pavement restoration. At least 48 hours in advance, the permittee shall make arrangements with the Street Improvement Section Inspectors, 554-7149, for an inspection schedule.
5. The permittee shall file and maintain an excavation bond in the sum of \$25,000.00 with the Department of Public Works, to guarantee the maintenance of the pavement in the excavation area for a period of 3 years following the completion of the backfill and pavement restoration pursuant to Article 2.4.40 of the Public Works Code.
6. The permittee shall conduct construction operations in accordance with the requirements of Article 11 of the Traffic Code. The permittee shall contact the MTA 7th Floor 1 South Van Ness Ave telephone 701-4500, for specific restrictions before starting work.
7. The permittee shall obtain the required permits, if any, from regulating agencies of the State of California.
8. The permittee shall verify the locations of any City or public service utility company facilities that may be affected by the work authorized by this permit and shall assume all responsibility for any damage to such facilities. The permittee shall make satisfactory arrangements and payments for any necessary temporary relocation of City or public utility company facilities.
9. The permittee shall pay the required fee for sewer installation permit at the Plumbing Inspection Division, Department of Building Inspection, 1660 Mission Street and arrange for inspection of this work, telephone 558-6054.
10. Concrete form work, planting of trees and pouring of sidewalk and/or curb shall not be performed prior to obtaining a permit from Bureau of Urban Forestry (BUF), telephone: 554-6700.
11. Per DPW Order 178,806, the recycling of Cobble Stones and Granit Curb shall follow as:
 - a. Cobblestones shall be clean of dirt prior to transporting. Extreme care shall be taken during the transporting the cobblestones to minimize damage before delivery to City. The cobblestones shall be neatly and securely placed on pallets so they can be moved about safely after the delivery. The Minimum size of cobblestone shall be 4 inches square (16 square inches). The cobblestones shall be delivered, including off loading, to the lower lot at the Cesar Chavez Street Yard located at 2323 Cesar Chavez Street or at alternative location directed by the Department within the City of San Francisco. Contact the Department forty-eight hours (48 hours) prior to delivery. The Department can be reached at (415) 641-2627.
 - b. Granite Curb shall be neatly and securely placed on pallets so they can be moved about safely after delivery. The Contractor shall exercise care in transporting the granite curb to minimize damage. The length limit of recyclable granite curbs shall be no less than four feet. The granite curb shall be delivered, including off loading, to the back lot at the Griffith Pump Station located at 1105 Thomas Street or at an alternative location directed by the Department within the City of San Francisco. Contact Bureau of Street and Sewer Repair (BSSR) at least forty-eight hours (48 hours) prior to delivery. BSSR can be reached at (415) 695-2087.
12. In consideration of this Permit being issued for the work described in the application, Permittee on its behalf and that of any successor or assign, and on behalf of any lessee, promises and agrees to perform all the terms of this Permit and to comply with all applicable laws, ordinances and regulations.
13. Permittee agrees on its behalf and that of any successor or assign to hold harmless, defend, and indemnify the City and County of San Francisco, including, without limitation, each of its commissions, departments, officers, agents and employees (hereinafter collectively referred to as the "City") from and against any and all losses, liabilities, expenses, claims, demands, injuries, damages, fines, penalties, costs or judgments including, without limitation, attorneys' fees and costs (collectively, "claims") of any kind allegedly arising directly or indirectly from (i) any act by, omission by, or negligence of, Permittee or its subcontractors, or the officers, agents, or employees of either, while engaged in the performance of the work authorized by this Permit, or while in or about the property subject to this Permit for any reason connected in any way whatsoever with the performance of the work authorized by this Permit, or allegedly resulting directly or indirectly from the maintenance or installation of any equipment, facilities or structures authorized under this Permit, (ii) any accident or injury to any contractor or subcontractor, or any officer, agent, or employee of either of them, while engaged in the performance of the work authorized by this Permit, or while in or about the property, for any reason connected with the performance of the work authorized by this Permit, or arising from liens or claims for services rendered or labor or materials furnished in or for the performance of the work authorized by this Permit, (iii) injuries or damages to real or personal property, good will, and persons in, upon or in any way allegedly connected with the work authorized by this Permit from any cause or claims arising at any time, and (iv) any release or discharge, or threatened release or discharge, of any hazardous material caused or allowed by Permittee in, under, on or about the property subject to this Permit or into the environment. As used herein, "hazardous material" means any substance, waste or material which, because of its quantity, concentration of physical or chemical characteristics is deemed by any federal, state, or local governmental authority to pose a present or potential hazard to human health or safety or to the environment.
14. Permittee must hold harmless, indemnify and defend the City regardless of the alleged negligence of the City or any other party, except only for claims resulting directly from the sole negligence or willful misconduct of the City. Permittee specifically acknowledges and agrees that it has an immediate and independent obligation to defend the City from any claim which actually or potentially falls within this indemnity provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Permittee by the City and continues at all times thereafter. Permittee agrees that the indemnification obligations assumed under this Permit shall survive expiration of the Permit or completion of work.
15. Permittee shall obtain and maintain through the terms of this Permit general liability, automobile liability or workers' compensation insurance as the City deems necessary to protect the City against claims for damages for personal injury, accidental death and property damage allegedly arising from any work done under this Permit. Such insurance shall in no way limit Permittee's indemnity hereunder. Certificates of insurance, in form and with insurers satisfactory to the City, evidencing all coverages above shall be furnished to the City before commencing any operations under this Permit, with complete copies of policies furnished promptly upon City request.
16. The permittee and any permitted successor or assign recognize and understand that this permit may create a possessory interest.
17. Separate permit is required for excavation of side sewers. Installation authorized only by Class "A" or "C-42" Licensed Contractor or "C-12" with "C-36" Licensed Contractor. Authorization requires the filing of a \$25,000 excavation bond to cover the cost of City inspection. Having obtained authorization to excavate in the roadway. The contractor shall obtain the proper permits and arrange for an inspection, for the section of pipe from the trap to the property, with the Plumbing Inspection Division at 1660 Mission Street, telephone 558-6054.

Exceptions

14IE-0730

Street Name	From St	To St	Message	Job	Contact	Dates
STANYAN ST						
	CLARENDON AVE	MOUNTAIN SPRING AVE -	Conflict with existing Street Use Permit.	14MSE-0296	Refer to Agent - Refer to Agent	

No Diagram submitted

BOARD OF APPEALS

AUG 20 2014

APPEAL # 14-146

San Francisco Board of Appeals
Appeal No. 14-146

Dr. George Matula & Myrta Matula,
Appellants,

v.

San Francisco Dept of Public Works,
Respondent.

Real Party in Interest,
KJ Woods Construction, Permit Holder

APPELLANTS' OPENING BRIEF

Permit No. 141E-0730

Appeal of Permit Issued for Private Street Work in the Unaccepted
Portion of Stanyan Street Adjacent to 99 Clarendon Avenue

Date: Wednesday, October 29, 2014

Time: 5:00pm

Location: City Hall , Room 416
#1 Dr. Carlton B. Goodlet Place
San Francisco, CA

Stephen M. Williams
1934 Divisadero Street
San Francisco, CA 94115
Tele: (415) 292-3656
Fax: (415) 776-8047

SMW@stevewilliamslaw.com
Attorney for Dr. and Mrs. Matula

INTRODUCTION

This office represents Dr. George Matula and his wife Myrta who live at 99 Clarendon Avenue, directly to the north of the subject property. The Matula's have lived in their home since 1975 and raised their family there. Dr. Matula retired in 2006 after a distinguished career heading Kaiser's AIDS/HIV Research Unit. He now serves on the clinical faculty at UCSF, VAH and SF General Hospital. K J Woods Construction, the developer and permit holder is a professional construction and development company, involved in many types of projects—most recently a \$5M waterline replacement project for the City of Sunnyvale.

The site is most unusual. The lot is the only lot on the block and neighboring block that faces on to a “paper street” in the 1400 block of Stanyan Street. The lot does not appear on Sanborn Maps (see Exhibit 1) and does not appear on the current Planning Dept Map and Data Base (see Exhibit 2). The first recorded deed for this lot issued in 1992. The lot is literally wedged into the middle of the block and is substandard in size, allowing for no side yard setbacks, as do all other lots in this RH-1(D) zoned neighborhood. The lot has no access except via the *unaccepted* portion of Stanyan Street between Clarendon and Mountain Springs.

The history of the current development of and access to the new building is lengthy, but to fully comprehend the neighbors' frustration with the process a review is necessary. The project has been through two Planning Commission hearings, one Board of Appeals hearing, two hearings at the Board of Supervisors and at least four hearing before DPW hearing officers. Nearly every hearing and the long process is because of the developers' absolute refusal to take “no” for an answer and DPW's and Planning's refusal to say “no” to the repeated requests for a private driveway through the public green space.

The most recent permit issued by DPW, over-the-counter without public input, is for a “legislated” sidewalk straight up the very steep hill from Clarendon Ave. to the building. The Matula’s and other neighbors oppose the new proposal for the following reasons:

1. **Legality.** Article 9 of the Public Works Code (which governs unaccepted streets) requires that the developer obtain the consent of the neighbors before constructing a sidewalk adjacent to the neighbors’ home. If built as proposed, the Matula’s will be forced to assume all liability for maintenance, safety and use by the public of the new (and very dangerous) sidewalk. The subject permit was issued without their consent or knowledge.

2. **Policy.** The creation of a new, massive fifteen-foot wide (15’) concrete sidewalk is directly contrary to the policies and directives of the Code, the Board of Supervisors, this Board and DPW itself. The policy of the City is to maintain as much green space and nature as possible in these unaccepted streets—the proposal ignores that directive.

3. **Practicality.** The proposed concept is ill conceived and dangerous. The proposal to construct a sidewalk (without steps or excavation) directly up a steep slope (the slope starts at 22 degree and is 16 degrees overall) and around a large obstruction makes no sense at all and is not workable. No thought was given to the design or the location of the proposed sidewalk

4. **Fairness.** All approvals for the project, which allowed the construction, were all based on the developers’ representations to the public that access to the building would be via a stair from Mountain Springs Ave. above the site. No attempt was *ever* made to build that access.

The Matula’s request that the Board set aside the order from DPW for construction of a sidewalk in the unaccepted street adjacent to their home.

HISTORY OF THE PROJECT

July 15, 2004: Application for a Building Permit on the sub-standard, previously undeveloped

lot which fronts only on a “wild” undeveloped, unaccepted and steeply sloped portion of Stanyan

Street (1410 Stanyan Street—previously identified as 1310 Stanyan Street in all City approvals and applications). Neighbors shocked by application. The land was thought to be a part of a neighboring lot and the previous year the owner (Albert and Janice Blaylock) had sought and received approval for a variance to extend the building next door to the south (90 Mountain Springs) into the required open space on a promise of no more development. Proposed project includes large private driveway in unaccepted Stanyan Street.

September, 2004: Neighbors united against the project and what they perceive as deception by the developers. Two applications for Discretionary Review filed.

January 20, 2005: First hearing at Planning Commission. Much confusion over whether lot is legal and developable. Lot does not appear on Sanborn Maps and is oddly configured and substandard for this RH-1(D) neighborhood. Commission requests additional information.

February 17, 2005 : Second hearing at Planning Commission. Developer establishes to the Commission's satisfaction that the lot is legal. Neighbors unsatisfied with design and impacts and the large driveway in public right-of-way. Approved by 5 to 2 vote.

July 8, 2005: General Plan Referral letter issued by Planning Department with detailed and strong recommendations *against* large driveway in unaccepted Stanyan Street. Senior City-Wide Planner Sandra Soto-Grondona states that “give-away” of public land for private development cannot be justified. Developers directed to appeal decision if object and told decision cannot be changed administratively.

October 15, 2005: Unbeknownst to neighbors, developers engaged in campaign of private back-door lobbying for driveway, with Planning Director Macris and Zoning Administrator Badiner. Without notice or any input from neighbors, Department issues “new” letter completely reversing prior decision and giving developers private drive over public land.

January 4, 2006: Hearing held before DPW on proposed major street encroachments (driveway and stairs and landings). Neighbors and neighborhood associations united in its opposition to grant of public land to private use.

January 17, 2006: Following further public hearing, DPW announces its agreement with Planning Department that private, professional developer should be given public, green, open space for large private driveway.

April 10, 2006: DPW Order 175,822 referred to Board of Supervisors Land Use Committee for final review. Neighbors of project, neighborhood associations, public interests groups and others appear to point out that the General Plan, the Planning Code and numerous other public policies forbid giving away public green space for a private driveway (exact same arguments neighbors made to Planning and DPW). Board Committee *unanimously* overturns Planning and DPW, “tables” proposal indefinitely. DPW and Planning appear and attempt to justify the driveway but are rebuked by the Supervisors.

July 24, 2006: Developers seek Variance from requirement of off-street parking space for proposed new housing unit and propose stair access from Mountain Springs. Neighbors do not oppose variance, but oppose developer’s proposed huge configuration which includes over-sized “landing” area which carves out very large area of public green space for private use. Developer refuses any change to design and Zoning Administrator also refuses to change design or “condition” variance in any manner to preserve green space. Letter to ZA Exhibit 3.

August 14, 2006: Frustrated neighbors forced to file appeal at Board of Appeals.

October 4, 2006: Board of Appeal (Frank Fung President) agrees with Neighbors and grants condition requested by neighbors, to preserve as much greenery as possible in stairs from Mountain Springs. Approved Stair used at Board of Appeals attached as Exhibit 4.

August 20, 2008: As required by DPW, developer signs a detailed agreement with the owners of 90 Mountain Springs in order to gain access for the stair through the unaccepted portion of Stanyan Street adjacent to 90 Mountain Springs. (Agreement attached as Exhibit 5—Recorded Jan. 28, 2009—detailed stair plans attached and recorded).

October 21, 2008: Minor encroachment hearing before DPW for stairs from Mountain Springs. Before granting encroachment and access from Mountain Springs, DPW specifically requires the consent of the neighboring property owner at 90 Mountain Springs. The requirement of consent under Article 9 is noted in the DPW order granting access from Mountain Spring. See Exhibit 6.

December 3, 2008: DPW issues Order 177,948 minor encroachment and confirming and referencing Order 176,807 and confirming that the consent of adjacent homeowners is required for access and encroachments in unaccepted streets under Article 9. (Exhibit 6)

December 31, 2008: DPW issues Order 176,807 to Al Blaylock for construction of stair access from Mountain Springs. The Stair to be constructed, “as shown on plans dated November 15, 2006, from Mark Brand.” See Exhibit 7.

June 24, 2010: Building Permit issues.

July 12, 2010: Parties sign detailed settlement agreement regarding construction issues.

August 8, 2010: Start of Construction at the site. Under Settlement Agreement neighbor, developer granted temporary construction access through unaccepted Stanyan Street on condition to its “green” condition after completion of construction. Attached as Exhibit 8 are two aerial photos of the site, one before construction started and one during construction. Developer largely ignores Agreement to keep area clean. See attached as Exhibit 9 photos of huge construction mess in green space; many issues at site. Developer damages neighbors’ home, damages retaining wall and breaks a sewer pipe...lying about the pipe and hiding it from inspectors.

October 6, 2011: On a long holiday weekend, developer illegally constructs a walkway from Clarendon Ave. to building without permits or notice to neighbors and directly contrary to the Board of Supervisors ruling. Photos of illegal construction attached as Exhibit 10. Neighbors file Complaints with DBI, but the illegal activity in the Public Right of Way is outside of DBI's jurisdiction and forwarded to DPW. See Exhibit 11. Neighbors also complain in writing to DPW. See Exhibit 12 .DPW ignores the violation and has done nothing at all to stop or remove the fragrant illegal construction in the Right of Way. It still exists today.

August 7, 2012: DPW approves specific plans for stair access from Mountain Springs under Order 176,807 (as confirmed by order 177,948. See Exhibit 13.

September 15, 2012: Construction of building is completed and the property is occupied by various tenants using the illegal walkway. No action at all was ever taken by developer to construct the access from Mountain Springs.

October 22, 2012: Property listed for sale for \$2.5 M. (See Exhibit 14) without certificate of occupancy for the building and no legal access built. No CFC issued.

May 14, 2013: Developer submits to DPW *another* major encroachment permit application for the same driveway in the public green space from Clarendon Ave.

August 26, 2013: Planning once again approves plan despite the rejection of the driveway by the Board of Supervisors in 2006. Planning Dept issues a General Plan Referral approval letter for a driveway. Neighbors shocked at complete disregard for policies or neighborhood.

January 8, 2014: Despite objections of the neighbors, DPW issues Order No. 182,071 Approving, once again, the driveway and ignoring the neighbors, the previous rulings, the General Plan and DPW's own "Green Streets" and "Street Parks" programs---Vision For Transforming San Francisco's "Unaccepted Streets".(See Exhibit 15)

June 17, 2014: The Board of Supervisors *unanimously* (11-0) once again rebuffs DPW and Planning and denies the requested driveway. See Exhibit 16.

August 7, 2014: DPW issues a new Minor Sidewalk Encroachment Permit modifying Order 176,807 and allowing the developer to build a new “officially legislated 15’ sidewalk”. See Exhibit 17. This appeal followed.

LEGAL AUTHORITIES AND ARGUMENT

1. **Article 9 Requires Written Consent of “Frontage” Owners for Private Construction in the Unaccepted Street**

Article 9 of the Public Works Code governs unaccepted streets in San Francisco. (Article 9 attached hereto as Exhibit 18). Article 9 strictly defines the circumstances under which work may be undertaken in the unaccepted street. First, Article 9 firmly places **all** legal and financial responsibility on owners of adjacent property (“frontage”) to “repair, reconstruct, or improve” (Sec. 400) said portions of the unaccepted public right of way. DPW can order adjacent owners to clear rubbish and debris (Sec. 400.1) and may charge owners who fail to do so and place liens on property for collection of fees. (Sec. 400.2-400.10). DPW may require that adjacent owners fully pave, improve and maintain an unaccepted public street--and many do, Citywide. (Exh. 19)

However, because the adjacent property owners are solely responsible and liable for the unaccepted streets, (including slip and falls and pedestrian safety) the adjacent property owners are also granted consensual rights in that public right of way to companion with the responsibilities and liabilities. Accordingly, in order for a private party to obtain a permit for street construction in the unaccepted streets, first the applicant must make an application under Sec. 405 to the Director. The Director must find that the work is required to serve the public interest or convenience and may grant permission for the work only if other procedures are met. Prior to granting such a permit, and as a condition precedent to receiving such permission from

the Director, the applicant must then follow the procedure set forth in Sec. 406, *PERMISSION WHEN GRANTED—PROCEDURE*, in particular subsection(a) states as follows:

“Owners of All Frontage Enter Into Contract. No permission for the doing of any street work in or upon any unaccepted public street in the City and County of San Francisco, except in the case of main sewer construction, or the improvement of a street crossing or intersection as hereinafter provided for, shall be granted in pursuance of the provisions of this Article, unless the owners of all of the improvable frontage on a block of the street whereon or wherein such work is proposed to be done, or the authorized agent of such owners, shall have entered into a written contract for the doing thereof, then and in such case said Director may grant permission for the making of same.”

The mandatory language of the above section makes it clear that the permit sought for work on and in this unaccepted portion of Stanyan Street may not be granted without the permission of the other adjacent property owners on the street, in this case, the Matulas. Article 9 states that the “permission” for ANY street work shall not be granted unless the owners have entered into an agreement for the street work as part of the procedural application process. DPW and the developer ignored the mandatory requirements of Article 9 for the issuance of the subject permit. The permit in question not only affirmatively takes away the rights of the Matula’s as adjacent property owners, it places them in a precarious position to be fully liable and responsible for the proposed “sidewalk” serving as an exclusive easement in perpetuity to the subject lot. DPW and the developer have failed to meet the requirements of the code and the permit cannot be granted. Absent showing that the Matula’s entered into a written agreement for the work to be done in and upon the unaccepted street, the permit cannot be granted.

The DPW specifically required this permission for the identical minor encroachment and stair from above on Mountain Springs. As set forth in Exhibit 6, DPW states that such a permit may be processed “*only if*” the adjacent property owner has given consent. DPW also notes that Article 9 gives such adjacent property owners maintenance responsibilities and so they must

consent to the proposed permit. (Exhibit 6, p.1, paragraph #3) Further, the DPW order specifically states that to grant such a permit, the adjacent landowner must give consent in writing to “the proposed stairway abutting their property at the unimproved Stanyan Street frontage.” (Exhibit 6, p.2, #9). DPW issued an order allowing the construction from above only after the adjacent property owner and the developer had entered into negotiations with the City and a specific written agreement (Exhibit 5) which was then recorded against the properties.

DPW is treating this unaccepted portion of Stanyan Street as if it were an accepted street. DPW cannot issue an order for the construction of a “*legislated*” sidewalk in an unaccepted street, because by definition the City has not extended its legislation to such street.

2. **Unaccepted Streets are Defined as Public Open Space--as “Green” as Possible**

At every step in the decade long process the developer, DPW and Planning have been repeatedly informed by policy makers that the subject site is public open green space and all effort must be taken to maintain the site in such a condition. The neighbors have proposed this area as a public garden under DPW’s “Streets Parks” programs and policies. The Board of Supervisors and this Board have stated over and over the importance of the policies to maintain Public Open Space and greenery—DPW and Planning again completely ignore that policy.

The Recreation and Open Space Element of the General Plan specifically calls for the preservation of all existing Public Open Space, including unaccepted and undeveloped streets:

“POLICY 2.2

Preserve existing public open space.

San Francisco’s public open space is fairly extensive. It ranges from large parks to *undeveloped streets rights-of-way*. Much of the system is park land and other public open space under the jurisdiction of the Recreation and Park Department. In addition to this land, a significant portion of the public open space in San Francisco is only informally

part of the City's park and recreation system.....The shortage of vacant sites and the intensity of development in San Francisco the pressures on the City's public open space. These same factors generate considerable demand for open space and leave few opportunities to expand the open space system. Consequently, it is essential that the City preserve the public open space which remains."(Emphasis added)

DPW has several policy initiatives and programs for the "greening" of unaccepted/unimproved public right-of-ways and creating community gardens and parks. DPW, in attempting to meet the policy objectives for a "green" City, started a program in 2006 called "Street Parks" whereby the Department works with neighborhood groups that want to adopt unaccepted streets and public rights of way and turn them into public open space gardens. This program is a formalization of what has long been the practice throughout the neighborhoods of San Francisco, communities coming together to preserve and cultivate open space and greenery. This program from DPW ties into the General Plan provisions which call for the preservation of unaccepted streets as community open space and a valuable public asset. (Street Parks Exh. 20).

In this instance, the Matula's have been trying to come to an agreement with DPW and the developer to allow access from Clarendon Ave. which might make sense and which will preserve as much greenery as possible. They have suggested using the existing walkway with permeable paving or similar. DPW and the developer have completely refused to entertain such suggestions and have simply stated that the "legislated sidewalk" will be built as a matter of right. The proposal violates numerous policies and directives and must be stopped.

3. **The Proposed Sidewalk is Impractical and Dangerous**

The proposal to impose on the Matula's a fifteen foot (15') wide path of concrete straight up the hillside is unworkable, will create a hazardous condition and will require cutting much of the greenery that remains on the hillside. As shown in Exhibit 21, the hill is very steep and the proposal cuts directly through a large bushy green area of the site. The approved plan, attached

as Exhibit 22 also includes locating the “sidewalk” to include a very large Comcast electrical box in the middle of the new paved area. The area around this box is very steep as shown in the diagram attached as Exhibit 23. There is a rise of 22 degrees in the first eight (8’) of depth. Photo Exhibit 24 shows the height of the earth surrounding the electrical box. DPW has stated that NO EXCAVATION will be used on the site and has confirmed that “most” of the greenery will be removed. See email from Senior DPW official Nick Elsner attached as Exhibit 25.

The proposed plan is ill-conceived and no thought or planning has gone into the approval. There are five homes on the downhill side of Clarendon Ave that are accessed exclusively by stairs and a walkway. As shown in the photo attached as Exhibit 26, those multi-million dollar homes have been using such an entrance for decades. DPW should require that the developer access the building from Mountain Springs as approved or require that the developer work with the Matula’s to design a new safe and garden friendly walkway from Clarendon. The Matula’s have been incredibly and unfairly burdened by this matter and submitted herewith as Exhibit 27 is their statement to the Board.

4. **Developer “Bait and Switch”—Every Approval Granted to the Project Showed Access From Mountain Springs Avenue Via a Stair Walkway**

The proposed project received its entitlements and final approvals from the Building Dept and the Planning Dept based on the developers’ representation that access to the new building would be via a staircase and walkway from Mountain Springs Avenue. The developer entered into a written agreement (Exhibit 5—see attached drawings) with the owners of the 90 Mountain Springs Avenue to permit such a staircase and walkway in their portion of the unaccepted roadway. That agreement was recorded against the properties and served as the basis for the approval by DPW for the walkway. The developer should not now be permitted to simply abandon what has been a consistent representation to the public throughout the life of the project

and substitute access from Clarendon Ave. This is a classic “bait and switch” situation and because the developer has represented for many years that access will be via the specific approved walkway and stair from Mountain Springs Ave., no change should now be permitted.

The neighbors and surrounding neighborhood associations specifically relied on these representations since 2006 when the Board of Supervisors rejected the driveway plan the first time. The Board of Appeals specifically approved the project and a variance for the project based on the stair from Mountain Springs and this Board spent time reviewing and commenting on the design of the stair and the need to maintain as much greenery as possible in the unaccepted roadway. It is unfair to the public and the neighbors after all of the time and effort put into the design and review to have the developer, after the fact, decide to completely change the access.

The neighbors are more than a bit suspicious of the developer’s tactics in this regard as no steps of any kind whatsoever were ever taken by the developers to start the access from Mountain Springs in the past 6 years. It creates a strong impression that the stairway plan was never intended to be constructed and was simply used by the developer to obtain approvals. To change something as important and controversial as the access after the building is completely built and occupied, without public hearings or further review is unacceptable and unfair.

CONCLUSION

The proposal before the Board violates the Public Works Code and would create a dangerous situation for the public; the liability and responsibility for which would rest solely with the Matula’s. The proposal also violates numerous green policies and programs and as a practical matter, cannot be built on the steep slope. We request the Board revoke the permit,

Very Truly Yours,

Stephen M. Williams, on behalf of Dr. and Mrs. George Matula

EXHIBIT 1

The subject site does not appear on Sanborne Maps or on City maps until the 1990's. The first deed for the lot is dated 1992.

673

N Unaccepted Portions of Stanyan Street

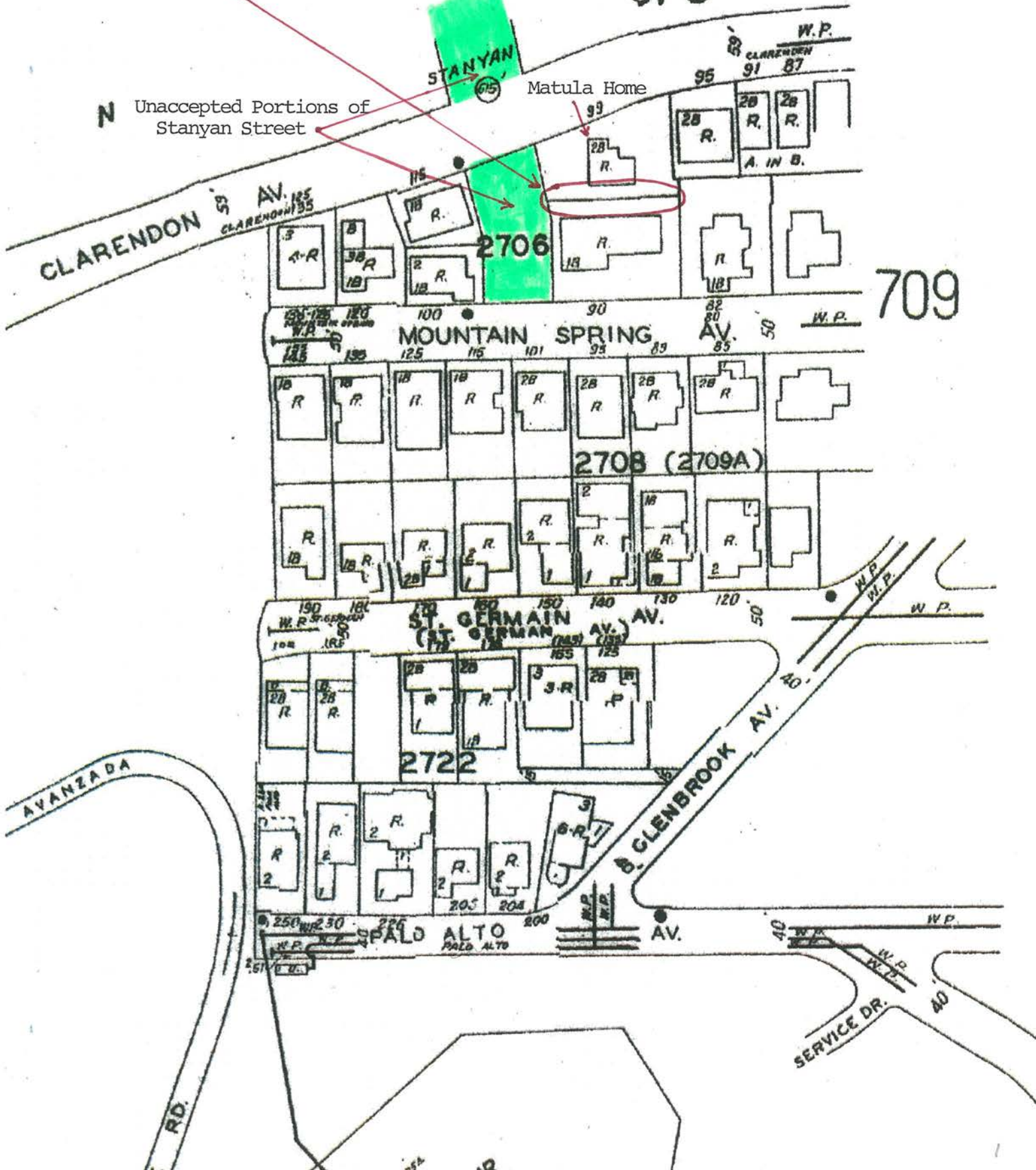


EXHIBIT 2



San Francisco Property Information

Public Access to Useful Property Information & Resources

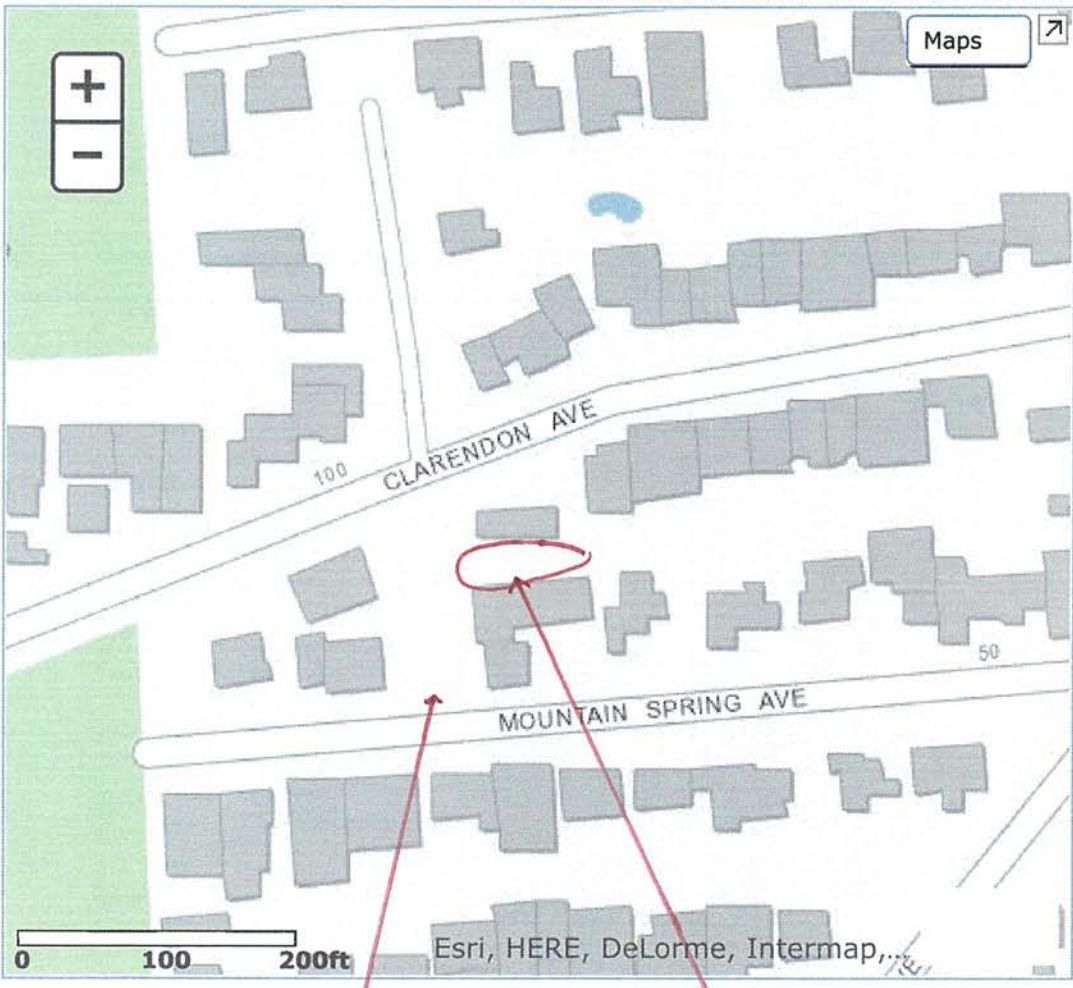
Step 1: Search or Click on the Map

Search Examples: 400 Van Ness Ave 0787/001
Mission and Van Ness 2011.0218
Ferry Building

99 clarendon



[Measure Distance](#) | [Street View](#) | [Map Legend](#) | [Clear Map](#)



@ 2014 San Francisco Planning Department

Unaccepted Stanyan Street

The Subject site still does not appear in the City data base and is not showing in the Planning Dept Map and Data base.

- St
- Click
- Prop
- Zoni
- Pres
- Proj
- Build
- Other
- Com
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EXHIBIT 3



July 24, 2006

Lawrence Badiner, Zoning Administrator
San Francisco Planning Department
1660 Mission Street, 5th Floor
San Francisco, CA 94102

RE: **2004.1167V: 1310 STANYAN STREET**, east side between Clarendon and Mountain Spring Avenues, Assessor's Block 2706 Lot 035; in an RH-1(D) (Residential House One-Family, Detached) District, and within the 40-X Height and Bulk District.
PARKING VARIANCE SOUGHT: The proposal is to construct a new dwelling on a vacant lot adjacent to an undeveloped street with no off street parking.

Dear Mr. Badiner:

INTRODUCTION

This office represents Dr. George Matula and his wife Myrta who have live next door to the subject lot since 1975. I am writing to provide you with additional information to assist in your determination on the variance request and to ask that if it is granted, as we assume it will be, that certain conditions be placed on the granting of the variance.

The neighbors do not oppose a stairway to the new building, but do not want it to be a HUGE overwhelming structure such as that now shown in the developer's drawings. The oversized stair and landing in the developers plan also runs directly counter to the Board of Supervisors endorsement of maintaining the area as open green space. Parking and traffic has also become a real problem in the neighborhood lately with workers and students from UCSF parking in the neighborhood and walking down the hill. Accordingly, we request that certain conditions be placed on the granting of the variance as follows:

1. The variance should specify that as much greenery as possible will be preserved in the unaccepted right-of-way, which is part of the open space of the city under the General Plan.
2. Occupants of the building to be erected should be limited to ownership of no more than two vehicles.

Lawrence Badiner
July 24, 2006

3. The size of the building should be reduced so that the former space set aside for the garage should be converted to open space so as to reduce the number of bedrooms and potential for numerous vehicles associated with the building.

4. The occupants should be permitted to park only on Mountain Springs and foot paths or walkways should not be created down to Clarendon which is much more congested.

AS MUCH GREENERY AS POSSIBLE SHOULD BE PRESERVED

An experienced City-wide Planner, Ms. Soto-Grondona's issued a letter on July 8, 2005, that is forceful and detailed and offers lengthy staff comments in the Case Report discussing the "very next block down the hill" and its access by stairway and discusses the "patterns" of development in the neighborhood and that, "A more suitable solution to providing access for the proposed dwelling would be creating a public stair or a public seating area instead of a driveway." She focuses on the "pedestrian" emphasis of the area and emphasizes preserving open space and says a stairway is the solution and cites the General Plan.

The Planning Department is charged with up-holding the City's General Plan and at least three provision of the General Plan (the same cited by members of the Board of Supervisors) dictate that as much greenery as possible should be preserved.

URBAN DESIGN ELEMENT

Street Space

POLICY 2.8

Maintain a strong presumption against the giving up of street areas for private ownership or use, or for construction of public buildings.

Street areas have a variety of public values in addition to the carrying of traffic. They are important, among other things, in the perception of the city pattern, in regulating the scale and organization of building development, in creating views, in affording neighborhood open space and landscaping, and in providing light and air and access to properties.

Like other public resources, streets are irreplaceable, and they should not be easily given up. Short-term gains in stimulating development, receipt of purchase money and additions to tax revenues will generally compare unfavorably with the long-term loss of public values. The same is true of most possible conversions of street space to other public uses, especially where construction of buildings might be proposed. A strong presumption should be maintained, therefore, against the giving up of street areas, a presumption that can be overcome only by extremely positive and far-reaching justification.

Lawrence Badiner
July 24, 2006

TRANSPORTATION ELEMENT

POLICY 26.1

Retain streets and alleys not required for traffic, or portions thereof, for through pedestrian circulation and open space use.

RECREATION AND OPEN SPACE ELEMENT

CITYWIDE SYSTEM

POLICY 2.2

Preserve existing public open space.

San Francisco's public open space system is fairly extensive. It ranges from large parks to undeveloped street rights-of-way. Much of the system is park land and other public open space under the jurisdiction of the Recreation and Park Department. In addition to this land, a significant portion of the public open space in San Francisco is only informally part of the city's park and recreation system. This open space is held by a number of public agencies and is also either used for recreation or appreciated for its natural qualities, but is neither a public park nor a playground. Open Spaces in this second category include certain shoreline areas under the jurisdiction of the Port of San Francisco shown in Maps 4 - 9, certain reservoirs, grounds of public institutions, forts, land for slope and view protection, roadway landscaping, alleys, dedicated public walkways and undeveloped street rights-of-way. Open spaces such as these are a very important part of the city's open space system. They supplement playgrounds and parks and are a major visual asset.

Development sometimes threatens public open spaces regardless of whether or not it is a formal part of the City's park and open space system. While few public open spaces have been lost in their entirety to other uses, almost all public open space at one time or another has been viewed as a source of vacant land for new construction. The shortage of vacant sites and the intensity of development in San Francisco produce pressures on the city's public open space. These same factors generate considerable demand for open space and leave few opportunities to expand the open space system. Consequently, it is essential that the City preserve the public open space which remains.

Despite general agreement on the need to preserve public open space, over the years developments may indeed be proposed on public land designated as open space in this plan. It is anticipated that the most persuasive arguments in favor of development will be based on the "public value" of the proposed development. The public value will differ among proposals, and a determination, of this value as compared with the value of open space will be difficult. In order to assist in this determination, four types of potential development proposals have been identified. If proposals for these types of development occur, the following policies should be applied

ENVIRONMENTAL PROTECTION ELEMENT

Lawrence Badiner
July 24, 2006

LAND—OBJECTIVE 7

OBJECTIVE 7.1

Preserve and add to public open space in accordance with the objectives and policies of the Recreation and Open Space Element.

IN ADDITION TO THE GENERAL PLAN PROHIBITIONS TO THE REQUESTED PERMIT, THE CITY'S NEWEST "GREEN" PROGRAM ALSO DICTATES A SMALL ENCROACHMENT

The Department of Public Works, in attempting to meet the Mayor's objectives for a "green" City, announced last month a program called "Street Parks" whereby the Department works with neighborhood groups that want to adopt unaccepted streets and public rights of way and turn them into public open space gardens.

This program is a formalization of what has long been the practice throughout the neighborhoods of San Francisco, communities coming together to preserve and cultivate open space and greenery. This new program from DPW ties into the General Plan provisions which call for the preservation of unaccepted streets as community open space and a valuable public asset. It is a stark contradiction for the department to be championing a new program dedicated to preserving unaccepted streets as community open space and at the same time, issuing permits for the privatization and paving of those same unaccepted streets.

The variance application should be conditions of specific limitations which will help fulfill the directives of the General Plan

CONCLUSION

The requested variance to construct a dwelling unit without off-street parking should be limited with conditions on the construction of the stairs and huge concrete pad shown on the developer's drawings. The Planning Department can ensure the enforcement of the General Plan provisions calling for the preservation of the greenery found in the City's unaccepted streets by conditioning the granting of the variance as requested above.

We respectfully request that you recommend to the Board of Supervisors disapproval of the permit application.

VERY TRULY YOURS,

STEPHEN M. WILLIAMS

EXHIBIT 4

EXHIBIT 5



San Francisco Assessor-Recorder
 Phil Ting, Assessor-Recorder
DOC- 2009-I713462-00

Check Number 3031
 Wednesday, JAN 28, 2009 15:41:23
 Ttl Pd \$179.00 Rcpt # 0003609832
REEL J816 IMAGE 0301
 okc/AB/1-29

RECORDING REQUESTED BY
 AND WHEN RECORDED MAIL TO:

Philip S. Boone, Jr.
 BOONE LAW GROUP
 44 Montgomery Street
 Suite 3585
 San Francisco, CA 94104
 (415) 274-2507

DOCUMENTARY TRANSFER TAX \$ 0
 COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, OR
 COMPUTED ON FULL VALUE LESS LIENS & ENCUMBRANCES
 REMAINING THEREON AT TIME OF SALE.

[Signature]
 Signature of declarant or agent determining tax - firm name

AGREEMENT AND GRANT OF EASEMENTS

THIS AGREEMENT AND GRANT OF EASEMENTS (the "**Agreement**") is entered into between and among Albert and Janice Blaylock, who are the owners of the lot described in Recital A, below, as Parcel A, together with their heirs, transferees, successors, and assigns (collectively, the "**Parcel A Owners**"), Brian Flynn and Dora Drimalas, who are the owners of the lot described in Recital A, below, as Parcel B, together with their heirs, transferees, successors, and assigns (collectively, the "**Parcel B Owners**"), and Kieran and Marie Woods, each individual residents of the State of California, who are the holders of certain development and purchase rights and other interests in or to Parcel A (together, the "**Developers**"). This Agreement shall be deemed to have been entered into as of the 20th day of August, 2008 (the "**Effective Date**").

RECITALS

A. The Parcel A Owners (1) are the owners of a parcel of unimproved real property located in the City and County of San Francisco, California (the "**City**"), commonly known as Lot 35, Block 2706, Volume 19, and more particularly described in Exhibit A hereto ("**Parcel A**"), and (2) were previously owners of that certain parcel, immediately adjacent to and to the south of Parcel A, commonly known as 90 Mountain Spring Avenue, which is more particularly described in Exhibit B hereto ("**Parcel B**").

B. On or about March 30, 2007, the Parcel A Owners sold Parcel B, together with all improvements thereon, to the Parcel B Owners.

C. In connection with the development of Parcel A, the Parcel A Owners have asked the Parcel B Owners to give their consent to the construction of certain improvements which are the subject of and more fully described in the City Department of Public Works, Order No. 176,807, dated April 11, 2007 (the "**Permit**"), a copy of which is attached hereto as Exhibit C, including but not limited to a concrete retaining wall with drainage facilities, a concrete stairway with wood handrails and lighting, a trash compartment, and certain other improvements (collectively, the "**Improvements**"), all in

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accordance with those certain revised plans, dated as of November 15, 2006, which are referred to in the Permit and attached hereto as Exhibit D (the "**Plans**").

D. A substantial portion of the Improvements will run roughly parallel and adjacent to the western boundary of Parcel B, and will be built across a currently unimproved street for which an offer of dedication has not been accepted by the City and which comprises a portion of Stanyan Street which lies in the City between Mountain Spring Avenue and Clarendon Avenue ("**Block 1300**"), for which the owners of Parcel B have certain responsibilities for maintenance pursuant to Article 9 of the City's Public Works Code (the "**Public Works Code**").

E. The purpose of this Agreement is to provide all current and future Parcel B Owners with (1) certain easements with respect to the development of Parcel A, (2) assurance that the Improvements will be properly installed, maintained, and operated, and (3) indemnification against any potential claims that might otherwise be asserted against them relating to the construction, maintenance, use, or existence of the Improvements.

F. The Parcel A Owners have by agreement (the "**Development Agreement**") conveyed to the Developers, certain rights to acquire and develop Parcel A.

G. The execution of this Agreement by the Parcel A Owners and the Developers, and the grant and conveyance by the Parcel A Owners of the covenants and easements contained herein, are all material inducements for the consent of the Parcel B Owners to the issuance of the Permit and the construction of the Improvements, and, but for the execution of this Agreement by the Parcel A Owners and the Developers, the Parcel B Owners would not consent to the issuance of the Permit or the construction of the Improvements.

H. THE COVENANTS AND EASEMENTS SET FORTH HEREIN ARE INTENDED TO RUN WITH PARCEL A AND PARCEL B, AND SHALL BE BINDING ON AND EFFECTIVE AGAINST (1) THE PARCEL A OWNERS AND ALL FUTURE OWNERS OF PARCEL A, FOR THE BENEFIT OF THE PARCEL B OWNERS AND ALL FUTURE OWNERS OF PARCEL B, AND (2) THE PARCEL B OWNERS AND ALL FUTURE OWNERS OF PARCEL B, FOR THE BENEFIT OF THE PARCEL A OWNERS AND ALL FUTURE OWNERS OF PARCEL A.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are by all parties hereto duly acknowledged, the parties do hereby agree as follows.

1. Consent of Parcel B Owners. In consideration of the Parcel A Owners and the Developers entering into and carrying out their obligations under this Agreement, and granting to the Parcel B Owners the various

easements and covenants contained herein, and subject to the terms and conditions hereof, the Parcel B Owners hereby consent to the issuance of the Permit and waive their right to (a) appeal the issuance of the Permit to any official agency or board of the City and County or to seek judicial review thereof or (b) formally oppose the construction authorized by the Permit, including through third parties.

2. Indemnity Obligations of the Parcel A Owners. Except to the extent resulting solely from the active negligence or willful misconduct of the Parcel B Owners and their agents, but otherwise to the maximum extent permitted by law, the Parcel A Owners agree, on their behalf and on behalf of any and all subsequent owners of Parcel A (including but not limited to the Developers when and if they become Parcel A Owners), to hold harmless, defend, and indemnify the Parcel B Owners and their collective and respective heirs, executors, transferees, successors, and assigns from and against any and all Claims (as defined in paragraph (d), below) described below.

(a) Events and Conditions During Construction. Any Claim against the Parcel B Owners or Parcel B based on or actually or allegedly arising or resulting, whether directly or indirectly, from any of the following.

(i) Any negligent act or omission by the Parcel A Owners, their successors-in-interest, their partners, agents, contractors or subcontractors, or the officers, agents, or employees of any of them, while (A) engaged in the use, installation, or maintenance of any of the Improvements or any other equipment, facilities, or structures authorized under the Permit, or (B) working in or about any of the following locations for any reason connected in any way whatsoever with the performance of the work authorized by the Permit: the block of Mountain Spring Avenue that includes Parcel B, Block 1300, or Parcel A (collectively, the "**Construction Areas**");

(ii) Any accident or injury to any contractor or subcontractor, or to any officer, agent, or employee of either of them, while engaged in the performance of the work authorized by the Permit, or while in or about the Construction Areas, for any reason connected with the performance of the work authorized by the Permit, or arising from liens or claims for services rendered or labor or materials furnished in or for the performance of the work authorized by the Permit;

(iii) Any actual or alleged injuries or damages, whenever occurring or alleged to have occurred, and regardless of the cause thereof, to any person, entity, or property (whether real, intangible, or personal), which injuries or damages have or are alleged to have occurred in, upon, or in any way connected with the Improvements or the work authorized by the Permit;

(iv) Any release or discharge, or threatened release or discharge, caused or allowed by the Parcel A Owners or their partners, agents, contractors, subcontractors, or successors in interest, or the officers, agents, or employees of any of them in, under, on, or about the Improvements or the

Construction Areas or into the environment, of any substance, waste or material which, because of its quantity, concentration, or physical or chemical characteristics is deemed by any federal, state, or local governmental authority to pose a present or potential hazard to human health or safety to the environment; and

(b) Existence and Use of the Improvements. Any Claim based on or actually or allegedly arising or resulting, whether directly or indirectly, from any of the following, whether during or after the construction or installation of the Improvements:

(i) The use of the Improvements by any person or entity whatsoever;

(ii) The maintenance of, or any failure to properly maintain, the Improvements as provided in Section 3, below; or

(iii) Any event or condition occurring, arising, or hereafter existing in Block 1300 which is caused or materially aggravated by the installation, maintenance or failure to maintain, use, condition, or existence of the Improvements.

(c) Spurious Claims; Expiration of the Permit. The Parcel A Owners specifically acknowledge and agree that (i) they shall have an immediate and independent obligation to indemnify, defend (with counsel reasonably satisfactory to the Parcel B Owners) protect, and hold the Parcel B Owners harmless from any Claim which actually or potentially falls within this Section, even if the allegations are or may be groundless, false, or fraudulent, which obligation shall arise at the time such Claim is tendered to the Parcel A Owners by any Parcel B Owner and shall continue at all times thereafter, and (ii) all indemnification obligations arising hereunder shall survive expiration of the Permit or completion of the work authorized thereunder.

(d) "Claim" Defined. As used in this Agreement, the term "**Claim**" means and includes any and all mechanics' and materialmens' liens, latent or patent defects, property damage, damage to realty and/or improvements, personal injury, death, bodily injury, loss of use, diminished value (where such diminished value occurs by the active negligence or intentional misconduct of the Parcel A Owners, the Developer, or any of their joint or respective agents or employees in the installation, maintenance, or failure to maintain the Improvements), construction defects, costs of correction and repair, costs of litigation and appeal (including pre-litigation procedures and fees and costs of attorneys and experts), and all other losses, liabilities, expenses, claims, demands, injuries, damages, interest, fines, penalties, and/or judgments of any kind.

3. Construction, Maintenance, and Removal of the Improvements.

(a) Obligations of the Parcel B Owners. The Parcel B Owners shall have no obligation to construct, maintain, repair, or remove the Improvements, or to bear any cost or expense in connection therewith.

(b) Construction Hours. Hours of work at the jobsite during the construction and installation of the Improvements shall be limited to weekdays between 8:00 AM and 6:00 PM, local time; *provided, however*, that once the exterior of the building authorized by the Permit has been substantially closed up, work on that building may commence at 7:30 AM as long as it concerns work only on the interior of the building.

(c) Maintenance. For so long as any portion of the Improvements remains in place, the Parcel A Owners and their successors in interest (including but not limited to the Developer) shall at all times maintain all elements of the Improvements free of rubbish and debris, in good condition and repair, and in accordance with the Plans and the then-current requirements of the Public Works Code, the City's Subdivisions Code, and all other applicable laws and regulations.

(d) Removal. If there is created, any time hereafter, a driveway or other vehicle access facility that provides vehicular access to Parcel A from Clarendon Avenue or from Mountain Spring Avenue, then the Parcel A Owners shall, upon the written request of the then-current Parcel B Owners, remove the Improvements and re-landscape that portion of Block 1300 where the Improvements had previously existed, all at the expense of the Parcel A Owners and without any cost or expense to the Parcel B Owners; *provided* only that (i) such removal is in accordance with the City's building and planning codes and other applicable regulations then in effect and (ii) the permit(s) necessary for such removal may be obtained with reasonable effort and expense.

4. Insurance. Commencing prior to the first day of construction activity on the Improvements and continuing permanently thereafter, the Parcel A Owners shall at all times and at their sole expense maintain liability insurance, with applicable policy limits specific to the Improvements and for the benefit of the Parcel B Owners in an amount of not of not less than One Million Five Hundred Thousand Dollars (\$1,500,000) combined single limit, to insure the maintenance and indemnity obligations herein set forth, but such insurance shall in no way limit the liability hereunder of any Owner. Upon the request of the Parcel B Owners (but in any event prior to commencement of construction of the Improvements), certificates of said policy or policies of insurance shall be presented to the Parcel B Owners for approval (which approval shall not be unreasonably withheld). The Parcel B Owners shall be given written notice at least thirty (30) days prior to cancellation, material amendment, or reduction of any insurance policy provided hereunder. Such insurance shall name the Parcel B Owners as an additional insured and the

Parcel B Owners shall be provided with an appropriate additional insured endorsement.

5. Grant of Air, Light and View Easement. Subject to the other terms and conditions of this Agreement, the Parcel A Owners hereby grant to the Parcel B Owners an easement over and across Parcel A, which easement shall perpetually preserve, for the benefit of the Parcel B Owners and Parcel B, unobstructed air, light and view over and across certain portions of Parcel A as described herein. In furtherance of the rights of the Parcel B Owners and Parcel B described in the foregoing sentence, no Parcel A Owner shall ever construct, suffer, or maintain on Parcel A any residence or other structure:

(a) Any portion or element of which (including but not limited to any landscaping, foliage, or related structures) is at any time higher than one (1) foot below the bottom surface of the planks of the deck in existence at the time of the recording of this instrument, which deck is situated on the northern side of the current residence on Parcel B, which bottom surface has an elevation above sea level of approximately 500.88 feet (the "**Height Limit**"); *provided, however*, that a maximum of two (2) chimneys, neither of which shall (i) be within (10) feet of the northern property line of Parcel B or (ii) rise more than two (2) feet above the Height Limit (when measured to the point of smoke discharge exclusive of a cap), shall be allowed within the area of the easement; and *provided, further*, that plumbing vents and exhaust vents for furnace(s), water heater(s) and a clothes dryer, so long as of standard dimensions and not exceeding the height and width specified in the San Francisco Building Code, shall be allowed within the area of the easement so long as they are not within (10) feet of the northern property line of Parcel B; or

(b) Which includes or provides, on any portion of the exterior roof thereof, any structure (other than the chimneys and vents referred to in paragraph (a), above), planting, or other improvement of any kind whatsoever, including but not limited to: (i) any observation, entertainment, or sun deck or equivalent facility of any kind, regardless of size or placement or (ii) any skylight or other aperture, whether or not covered, that permits the escape of any material amount of light from within the structure; *provided, however*, that this paragraph (b) shall not preclude the construction of the clerestory windows, shown on plans attached to the Permit, which face away from Parcel B; or

(c) Which, together with its associated landscaping, limits or obstructs (i) any portion of Parcel B which is above the Height Limit, including any such portion of any structure now existing or hereafter constructed thereon, from receiving any air, light, heat, or sunlight or (ii) the horizontal view above the Height Limit to the north of Parcel B from any portion of Parcel B (or any structure now existing or hereafter built thereon) which is above the Height Limit; in either case other than as expressly authorized in this Section 5.

6. Driveway Covenant. Subject to the other terms and conditions of this Agreement, the Parcel A Owners hereby covenant and agree that no Parcel A Owner may hereafter construct or install (or permit the construction or installation of), on, across, or for the benefit of Parcel A, of a driveway or other automobile access facility connecting Parcel A to Mountain Spring Avenue; *provided*, that this restriction shall lapse when and if the City develops Block 1300 as a public street open to normal automobile traffic.

7. Binding Effect; Recording.

(a) Binding Effect. The parties hereto each expressly intend: (i) that the easements and covenants set forth in this Agreement shall be equitable servitudes and covenants running with, benefiting, and burdening Parcel A and Parcel B in accordance with the terms hereof and of Civil Code Section 1468, and otherwise to the fullest extent permitted by or consistent with applicable law, (ii) that all of the transferees, assigns, grantees, tenants, licensees, occupants of and successors (whether by merger, consolidation or otherwise) to Parcel A shall be bound by the easements and covenants that are contained herein for the benefit of Parcel B, and for all uses reasonably associated with or necessary to fully utilize the rights so granted, and (iii) that all of the transferees, assigns, grantees, tenants, licensees, occupants of and successors (whether by merger, consolidation or otherwise) to Parcel B shall be bound by the easements and covenants that are contained herein for the benefit of Parcel A, and for all uses reasonably associated with or necessary to fully utilize the rights so granted. Without limiting the foregoing, both Parcel A and Parcel B shall be held, transferred, sold, leased and conveyed (whether voluntarily or by operation of law) subject to those covenants, conditions, restrictions, obligations and servitudes which are set forth herein and are applicable to the respective Parcels and Owners.

(b) Recording. All parties hereto agree that this Agreement may be filed and recorded with the Office of the Recorder of the City and County of San Francisco, and hereby consent to such filing and recordation. The date on which such filing is recorded is referred to herein as the "**Filing Date.**"

(c) Conflict With the Development Agreement. In the event of any conflict between this Agreement and the Development Agreement, or the rights created hereunder or thereunder, this Agreement and the rights created by this Agreement shall prevail.

8. Representations and Warranties. The parties hereby make the representations and warranties set forth in this Section, each of which is true and correct in all material respects as of the Effective Date and will be true and correct in all material respects as of the Filing Date, on the basis and with the understanding that the giving of these representations or warranties is a material condition precedent to the willingness of the Parcel B Owners to enter into this Agreement and to grant the consents described in Sections 1 and 7(b), above.

(a) Of the Parcel A Owners. The following representations and warranties are made to the Parcel B Owners by the Parcel A Owners.

(i) Ownership. The Parcel A Owners are the sole and exclusive owners of Parcel A. Other than the Parcel A Owners and the Developer, no person or entity has any ownership interest in or development rights to Parcel A.

(ii) Valid Agreement. This Agreement constitutes a valid and enforceable contract between the parties hereto, enforceable against them in accordance with its terms.

(iii) No Conflict. Neither the execution, delivery, or performance of this Agreement, nor the filing and recording hereof, nor the grant of the easements or the performance of the covenants contained herein, nor the exercise by the Parcel B Owners of the easement rights granted to them herein, do or will violate or conflict with any other contract or agreement of any kind to which the Parcel A Owners are parties or by which they or Parcel A are bound, including but not limited to the Development Agreement.

(iv) The Development Agreement. The Parcel A Owners are parties to the Development Agreement referred to in Recital F, above; they and the Developers are the only parties to the Development Agreement; and no rights or interests the Parcel A Owners might otherwise have or have had under the Development Agreement have been assigned or transferred to, or are held by, any other person, group, or entity.

(b) Of the Developers. The following representations and warranties are made to the Parcel B Owners by the Developers.

(i) Valid Agreement. This Agreement constitutes a valid and enforceable contract between the parties hereto, enforceable against the Developers (insofar as it applies to them) in accordance with its terms.

(ii) No Conflict. Neither the execution, delivery, or performance of this Agreement, nor the filing and recording hereof, nor the grant of the easements or the performance of the covenants contained herein, nor the exercise by the Parcel B Owners of the easement rights granted to them herein, do or will violate or conflict with any other contract or agreement of any kind to which the Developers are parties or by which they are, or to their knowledge Parcel A is, bound, including but not limited to the Development Agreement.

(iii) The Development Agreement. The Developers are parties to the Development Agreement referred to in Recital F, above; they and Albert and Janice Blaylock are the only parties to the Development Agreement; and no rights or interests the Developers might otherwise have or have had under the Development Agreement have been assigned or transferred to, or are held by, any other person, group, or entity.

(c) Of the Parcel B Owners. The following representations and warranties are made by the Parcel B Owners to the Parcel A Owners and to the Developers:

(i) Ownership. The Parcel B Owners are the only owners of Parcel B.

(ii) Valid Agreement. This Agreement constitutes a valid and enforceable contract between the parties hereto, enforceable against the Parcel B Owners (insofar as it imposes obligations on them) in accordance with its terms.

(iii) No Conflict. Neither the execution, delivery, or performance of this Agreement by the Parcel B Owners, nor the filing and recording hereof, nor the exercise by the Parcel A Owners of any rights granted to them herein, do or will violate or conflict with any other contract or agreement (including any loan agreement) to which the Parcel B Owners are parties or by which they or Parcel B are bound.

9. Covenants of the Developers.

(a) The Developers agree that if it is hereafter alleged or determined that any conflict exists between, on the one hand, this Agreement and/or the rights of the Parcel B Owners hereunder and, on the other hand, the Development Agreement and/or any rights of the Developers thereunder or deriving therefrom, this Agreement and the rights of the Parcel B Owners hereunder shall prevail.

(b) The Developers consent to the execution, delivery, and performance of this Agreement by the Parcel A Owners and to the grant, binding effect, and enforcement of the covenants and Easements set forth herein as against the Parcel A Owners and all of their respective heirs, transferees, successors, and assigns, including but not limited to the Developers should the Developers have or in any manner hereafter acquire a direct or indirect ownership interest in Parcel A.

(c) The Developers agree that, anything to the contrary herein notwithstanding, all of the rights of the Developers, as such, under this Agreement shall terminate upon the earlier to occur of the date on which (i) either of the Developers, or any entity directly or indirectly controlled by them or either of them, shall acquire an ownership interest in Parcel A, (ii) construction of the Improvements commences, or (iii) the Development Agreement is formally terminated or expires under its terms.

10. General Provisions.

(a) Waiver. Neither the failure nor any delay by any Parcel A Owner, Parcel B Owner, or Developer, in exercising any agreement, covenant, easement, right, power or privilege under this Agreement shall operate as a waiver of such agreement, covenant, easement, right, power or privilege, and no single or partial exercise of any thereof shall preclude any other or further

exercise thereof or the exercise of any other right, power or privilege held by such party. To the maximum extent permitted by applicable law, (i) no claim or right arising out of this Agreement can be discharged, in whole or in part, by a waiver or renunciation of the claim or right unless in a writing, expressly setting forth such waiver, discharge, or renunciation, signed by the Developers, the Parcel A Owners, and the Parcel B Owners, and (ii) no such waiver will be applicable except in the specific instance for which it is given.

(b) Taxes. The Parcel A Owners shall pay when due all real estate taxes and assessments which may be levied, assessed or charged by any public authority solely against the Improvements.

(c) Entire Agreement and Modification. This Agreement, together with the Exhibits attached hereto, which documents are incorporated herein by reference, supersedes all prior agreements between the parties with respect to the subject matter hereof and thereof and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to the subject matter hereof and thereof. This Agreement may not be modified or amended except by a written agreement executed by the then-current owners of Parcel A and Parcel B.

(d) Interpretation. This Agreement shall not be subject to any rule of construction to the effect that an agreement is to be construed in favor of or against any party thereto, but rather it shall be construed and enforced in accordance with the plain meaning of the terms hereof, and any right or presumption to the contrary is hereby waived by all parties hereto.

(e) Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. Any invalidity or unenforceability of any provision in any jurisdiction shall not invalidate or render invalid or unenforceable such provision in any other jurisdiction. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

(f) Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, shall be deemed to constitute one and the same agreement. Counterpart signature pages delivered by facsimile or e-mail shall be deemed to be valid and binding for all purposes.


(g) Venue; Jurisdiction. Any action for injunctive relief, and any other action or proceeding arising from, out of, or in connection with this Agreement shall be brought only in the State or Federal Courts located in the City and County of San Francisco, California. The parties hereto each consent to the jurisdiction and venue of such courts and waive any objection they might otherwise have, on any basis whatever, to such jurisdiction and/or venue.


(h) Governing Law. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of California, without giving effect to any rules or principles of conflicts of law or choice of law of that or any other jurisdiction.

(i) Attorney's Fees. In the event of any litigation or binding arbitration relating to this agreement or the breach hereof, the prevailing party shall be entitled to recover from the losing party its reasonable expenses and the fees and expenses of its attorneys and experts, including but not limited to any such expenses and fees that may be related to trial, arbitration, mediation, and appeal.

IN WITNESS WHEREOF, the parties have executed this Agreement and Grant of Easements, intending to be bound hereby, to be effective as of the day and year first above written.

PARCEL A OWNERS:



ALBERT BLAYLOCK


JANICE BLAYLOCK

DEVELOPERS:

KIERAN WOODS

MARIE WOODS

PARCEL B OWNERS:

BRIAN FLYNN

DORA DRIMALAS

[APPROPRIATE ACKNOWLEDGEMENTS TO BE ATTACHED]

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PARCEL A OWNERS:

ALBERT BLAYLOCK

JANICE BLAYLOCK

DEVELOPERS:



KIERAN WOODS



MARIE WOODS

PARCEL B OWNERS:

BRIAN FLYNN

DORA DRIMALAS

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PARCEL A OWNERS:

ALBERT BLAYLOCK

JANICE BLAYLOCK

DEVELOPERS:

KIERAN WOODS

MARIE WOODS

PARCEL B OWNERS:

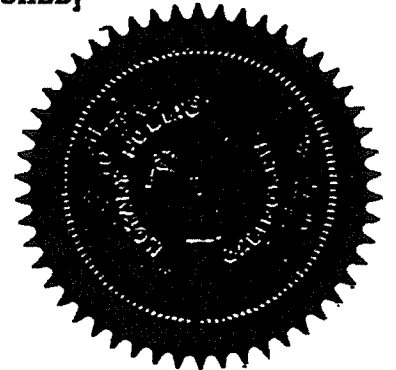
BRIAN FLYNN

DORA DRIMALAS

also known as Dorothea Drimalas

[APPROPRIATE ACKNOWLEDGEMENTS TO BE ATTACHED]

See Attached California
All-Purpose
Acknowledgment



INDIVIDUAL NOTARY ACKNOWLEDGMENT

State of Washington)
San Juan County)

On this 11 day of July, 2008, before me, the undersigned

Notary Public, personally appeared:

Albert Blaylock
Janic Blaylock

- Personally known to me
- Proved to me on the basis of satisfactory evidence

to Be the person, persons whose name(s) they he, she subscribed to the within instrument, and acknowledged that they he she executed it

WITNESS MY HAND AND OFFICIAL SEAL,



Sandra D. Roe
Notary's Signature
Sandra D. Roe
Notary's Printed Name

Notary Public in and for the State of Washington, residing in
San Juan Co.

My Commission Expires on Oct. 15, 2011

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Francisco

On 9 July 2008 before me, Heather Kay, Notary Public

personally appeared Kieran and Marie Woods

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 Heather Kay
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

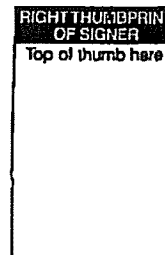
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Francisco

On 8/20/08 before me, Sean Castillo Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Brian Fylnn, Dorothea Drimblas
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

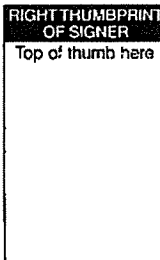
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

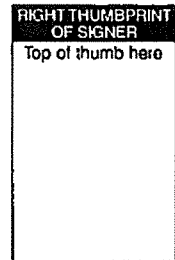
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

AGREEMENT AND GRANT OF EASEMENTS

Exhibit A

DESCRIPTION OF PARCEL A

Those portions of Lot 2 in Block 11, as shown on the Map of Subdivision No. 2, of Clarendon Heights, filed February 18, 1851, in Book 1 of Maps Page 186, in the Office of the Recorder of the City and County of San Francisco, State of California, described as follows:

Beginning on the easterly line of Stanyan Street at a point distant thereon 35 feet and 2 inches southerly from the southerly line of Clarendon Avenue; and running thence southerly along said line of Stanyan Street 25 feet and 1 inch; thence easterly parallel with Mountain Spring Avenue 114 feet and 11 inches; thence at a right angle northerly 25 feet; and thence at a right angle westerly 177 feet to the point of beginning.

APN: Lot 035, Block 2706

AGREEMENT AND GRANT OF EASEMENTS

Exhibit B

DESCRIPTION OF PARCEL B

Those portions of Lot 3, 4 and 5 in Block 11, as shown on the Map of Subdivision No. 2, of Clarendon Heights, filed February 18, 1851, in Book 1 of Maps Page 186, in the Office of the Recorder of the City and County of San Francisco, State of California, described as follows:

Beginning at the point of intersection of the easterly line of Stanyan Street and the northerly line of said Lot 3 running thence southerly along said line of Stanyan Street 75.257 feet to the northerly line of Mountain Spring Avenue; thence easterly along said line of Mountain Spring Avenue 88 feet and 10 inches; thence to a right angle northerly 75 feet on the northerly side of said lot 3; thence westerly thereon 95.954 feet to the point of beginning.

APN: Lot 051, Block 2706

90 Mountain Spring Avenue

AGREEMENT AND GRANT OF EASEMENTS

Exhibit C

CITY DEPARTMENT OF PUBLIC WORKS, ORDER No. 176,807

**CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF PUBLIC WORKS
ORDER NO. 176,807**

REVOCABLE PERMISSION IS GRANTED TO AL BLAYLOCK TO OCCUPY A PORTION OF THE PUBLIC RIGHT-OF-WAY TO CONSTRUCT AND MAINTAIN A CONCRETE STAIRWAY WITH WOOD HANDRAILS AND LIGHTING, AND RELATED IMPROVEMENTS INCLUDING A TRASH COMPARTMENT TO BE HIDDEN FROM VIEW AND A NEW CONCRETE RETAINING WALL WITH DRAINAGE FACILITIES, ALL TO PROVIDE ACCESS TO A NEW RESIDENCE AT 1310 STANYAN STREET (BLOCK 2706, LOT 035), CONDITIONED UPON THE PAYMENT OF AN ANNUAL RIGHT-OF-WAY ASSESSMENT FEE.

In response to an Application for a Minor Sidewalk Encroachment Permit received from mark Brand Architects, 425 Second Street, Suite 601, San Francisco, CA 94107, agent for the owner, Al Blaylock, the Permittee, and pursuant to Articles 2.4, 9 & 15 of the Public Works Code permission revocable at the will of the Director of Public Works is granted to Al Blaylock, 90 Mountain Spring Avenue, San Francisco, CA 94107, to have a properly licensed contractor perform the following work:

1. Excavation and grading.
2. Construct concrete retaining wall with sloped top a maximum of 6" following adjacent grade.
3. Construct concrete stairway with landings, lighting and pressure treated wood handrails and an open steel guardrail at the bottom portion of said stairway.
4. Construct trash compartment to be hidden from view below above mentioned stairway, with doors, sprinkler system and a catch basin with overflow in earth fill above bins for drainage.
5. Construct concrete paving with redwood divider strips set flush into concrete.
6. Install continuous French drain with overflow.
7. Other related improvements.

Damaged areas adjacent to this construction shall be properly patched per City Inspector; in addition, the Permittee shall be responsible for ponding due to this construction.

The above mentioned work shall be constructed as shown on revised plans dated November 15, 2006 titled "Exterior Stair Plan/Section/Details, A New Residence at 1310 Stanyan Street" prepared by Mark Brand Architects.

The Permittee's Structural Engineer shall provide special inspections to insure that the construction of the concrete retaining wall and concrete stairway are constructed according to the above mentioned plans and also plans prepared by Santos & Urrutia Structural Engineers, Inc., titled "Site Retaining Wall 1310 Stanyan Street" dated November 15, 2006.

The Permittee shall submit to the Bureau of Street-Use and Mapping non-refundable fees of \$434.19 to cover the cost of processing fees and an inspection fee of \$943.89 to cover the cost of 12 hours of inspection by DPW Inspection Services for the above work; and shall schedule an inspection with the Street Improvement Section Inspectors, telephone: (415) 554-7149 between the hours of 8:00-9:00 AM or 4:00-5:00 PM. Any additional processing and/or inspection costs incurred shall be billed directly to the Permittee.

DPW Order No. 176,807
April 11, 2007
Page 2

Pursuant to Ordinance No. 57-06, adopted by the Board of Supervisors on May 22, 2006, the Permittee shall pay an annual assessment fee for the use of said right-of-way. The initial right-of-way assessment fee shall be \$1,900, and said fee shall be adjusted annually in accordance with Public Works Code Sections 723.2 et seq.

All elements of the above mentioned/permitted improvements shall be constructed and/or installed to conform to the applicable provisions, rules, regulations and guidelines of San Francisco Building Code (SFBC), The Americans with Disabilities Act (ADA) and the Americans with Disabilities Act Accessibility Guidelines (ADAAG).

The Permittee recognizes and shall pay all necessary fees for the recordation of this Order with the office of the San Francisco County Recorder.

Regulations in Department of Public Works Order No. 171,442 shall apply to the above work.

The Permittee shall obtain a permit at the Central Permit Bureau, 1660 Mission Street, for the occupancy of street space at the above location, as required in Section 724 of the Public Works Code.

The Permittee shall obtain a tree permit from the Department of Public Works Bureau of Street-Use & Mapping prior to the planting and/or removal of any street trees, telephone 554-6700.

The Permittee shall obtain a permit from the Department of Building Inspection for any work taking place on private property.

The Permittee shall contact the Department of Parking & Traffic at 25 Van Ness Avenue, Suite 345, telephone: 554-2300, for traffic requirements prior to beginning construction.

The Permittee shall conduct their operations in accordance with the requirements of Article 11 of the Traffic Code and the applicable sections under Section 110, Traffic Routing Work, of the Standard Specifications.

All work shall be done by a licensed contractor and in accordance with the requirements of the Standard Specifications of the Bureau of Engineering, Department of Public Works, July 1986 Edition, including sidewalk and pavement cutting and removal, lagging, excavation, backfill and sidewalk and pavement restoration.

The Permittee shall verify the locations of any City or public service utility company facilities that may be affected by the work authorized by this permit and shall assume all responsibility for any damage to such facilities due to the work. The Permittee shall make satisfactory arrangements and payments for any necessary temporary relocation of City or public utility company facilities.

The permission granted by this Order is merely a revocable license. The Director of Public Works may revoke said permission at will, and upon the revocation thereof, the undersigned Permittee, its successors or assigns in interest, by acceptance of this permit, shall remove or cause to be removed the encroachments permitted herein and all the materials used in connection with their construction and restore the areas to a condition satisfactory to the Director of Public Works, without expense to the City and County of San Francisco.

The Permittee shall call Underground Service Alert (USA), telephone: 1-800-227-2600, 48 hours prior to any excavation.

In consideration of this Permit being issued for the work described herein, the Permittee on its behalf and that of any successor or assign, and on behalf of any lessee, promises and agrees to perform all the terms of this Permit and to comply with all applicable laws, ordinances and regulations.

The Permittee agrees on its behalf and that of any successor or assign to hold harmless, defend, and indemnify the City and County of San Francisco, including, without limitation, each of its commissions, departments, officers, agents and employees (hereinafter collectively referred to as the "City") from and against any and all losses, liabilities, expenses, claims, demands, injuries, damages, fines, penalties, costs or judgments, including without limitation, attorneys' fees and costs (collectively "claims") of any kind allegedly arising directly or indirectly from (i) any act by, omission by or negligence of, Permittee or its subcontractors, or the officers, agents, or employees of either while engaged in the performance of the work authorized by this Permit, or while in or about the property subject to this Permit for any reason connected in any way whatsoever with the performance of the work authorized by this Permit, or allegedly resulting directly or indirectly from the maintenance or installation of any equipment, facilities, or structures authorized under this Permit, (ii) any accident or injury to any contractor or subcontractor, or any officer, agent, or employee of either of them, while engaged in the performance of the work authorized by this Permit, or while in or about the property, for any reason connected with the performance of the work authorized by this Permit, or arising from liens or claims for services rendered or labor or materials furnished in or for the performance of the work authorized by this Permit, (iii) injuries or damages to real or personal property, goodwill, and persons in, upon or in any way allegedly connected with the work authorized by this Permit from any cause or claims arising at any time, and (iv) any release or discharge, or threatened release or discharge, of any hazardous material caused or allowed by Permittee in, under, on or about the property subject to this Permit or into the environment. As used herein, "hazardous material" means any substance, waste or material which, because of its quantity, concentration of physical or chemical characteristics is deemed by any federal, state, or local governmental authority to pose a present or potential hazard to human health or safety to the environment.

The Permittee must hold harmless, indemnify and defend the City regardless of the alleged negligence of the City or any other party, except only for claims resulting directly from the sole negligence or willful misconduct of the City. The Permittee specifically acknowledges and agrees that it has an immediate and independent obligation to defend the City from any claim which actually or potentially falls within this indemnity provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Permittee by the City and continues at all times thereafter. The Permittee agrees that the indemnification obligations assumed under this Permit shall survive expiration of the Permit or completion of work.

DPW Order No. 176,807
January 31, 2007
Page 4

The Permittee shall obtain and maintain through the terms of this Permit general liability, automobile liability or workers' compensation insurance as the City deems necessary to protect the City against claims for damages for personal injury, accidental death and property damage allegedly arising from any work done under this Permit. Such insurance shall in no way limit Permittee's indemnity hereunder. Certificates of insurance, in form and with insurers satisfactory to the City, evidencing all coverages above shall be furnished to the City before commencing any operations under this Permit, with complete copies of policies furnished promptly upon City request.

The Permittee and any permitted successor or assign recognize and understand that this Permit may create a possessory interest.

Fred V. Abadi, Ph.D
Director of Public Works

RECOMMENDED:

Barbara L. Moy
Bureau Manager
Street-Use & Mapping

Outside of BSM
Dept. Files (2)
Central Permit Bureau
Street Repair - 2323 Cesar Chavez

Inside of BSM
Inspector - N. Lynch
1660 Mission - E. Tang/B. Gaime
Nick Elsner (1-signed)

DPW/BSM/ NE/ne

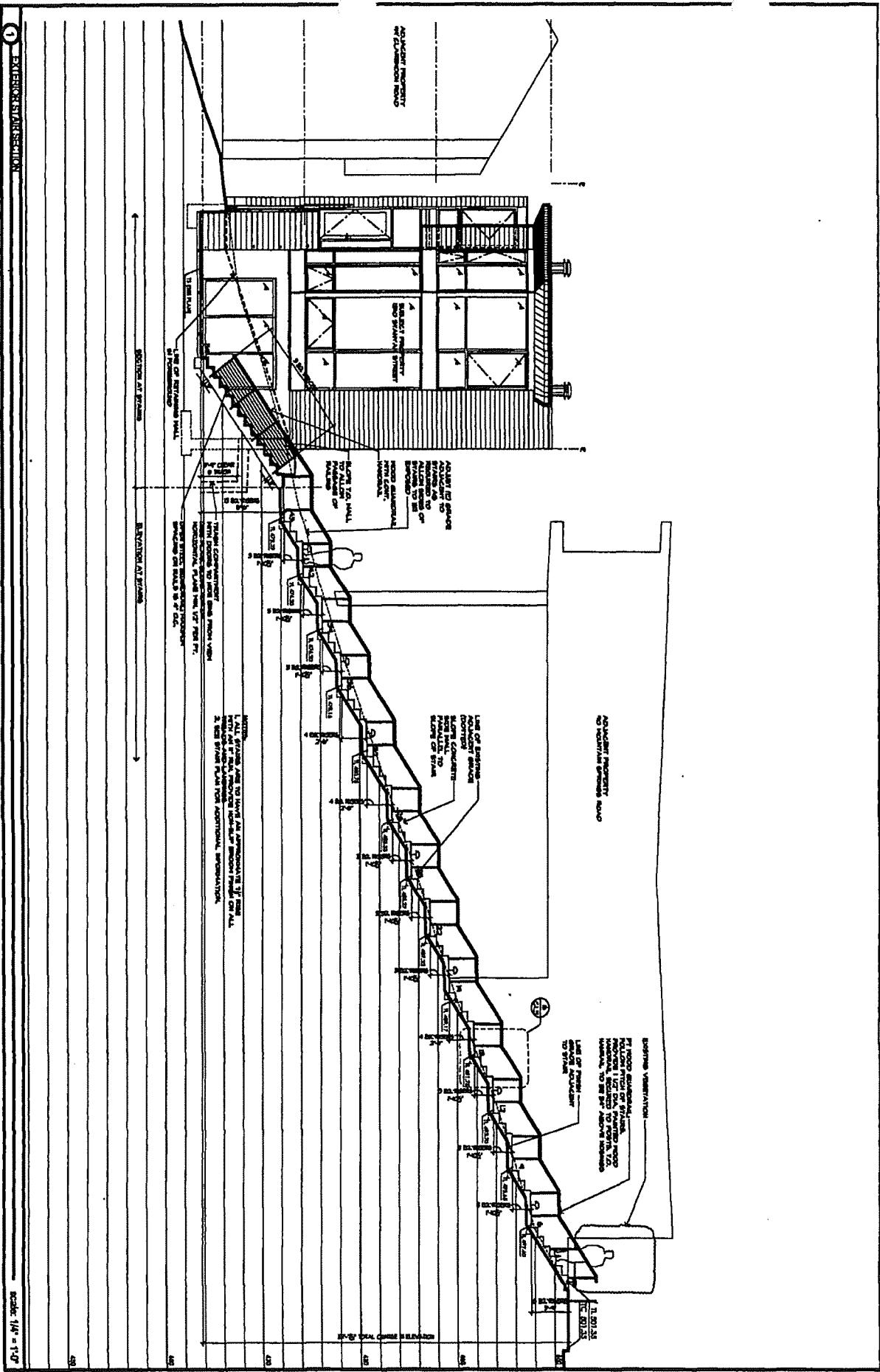
APPROVED: APRIL 11, 2007

FRED V. ABADI, Ph.D, DIRECTOR

AGREEMENT AND GRANT OF EASEMENTS

Exhibit D

PLANS DATED NOVEMBER 15, 2006



1 EXTERIOR STAIR SECTION

Scale: 1/4" = 1'-0"

DATE	11/20/25
SCALE	1/4" = 1'-0"
PROJECT	1310 STANYAN STREET
CLIENT	1310 STANYAN STREET
ARCHITECT	1310 STANYAN STREET
ENGINEER	1310 STANYAN STREET
DATE	11/20/25
SCALE	1/4" = 1'-0"
PROJECT	1310 STANYAN STREET
CLIENT	1310 STANYAN STREET
ARCHITECT	1310 STANYAN STREET
ENGINEER	1310 STANYAN STREET

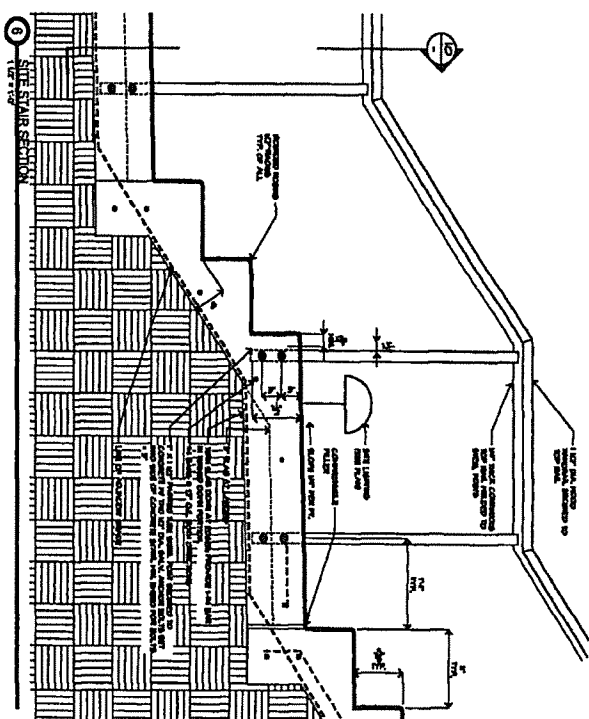
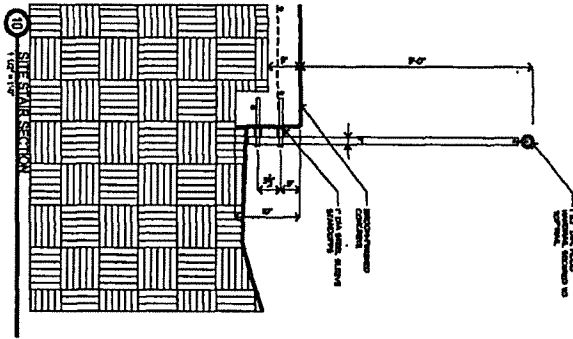
EXTERIOR STAIR SECTION

A New Residence at:
 1310 STANYAN STREET
 BLOCK: 2706, LOT: 35
 San Francisco, California



11/20/25





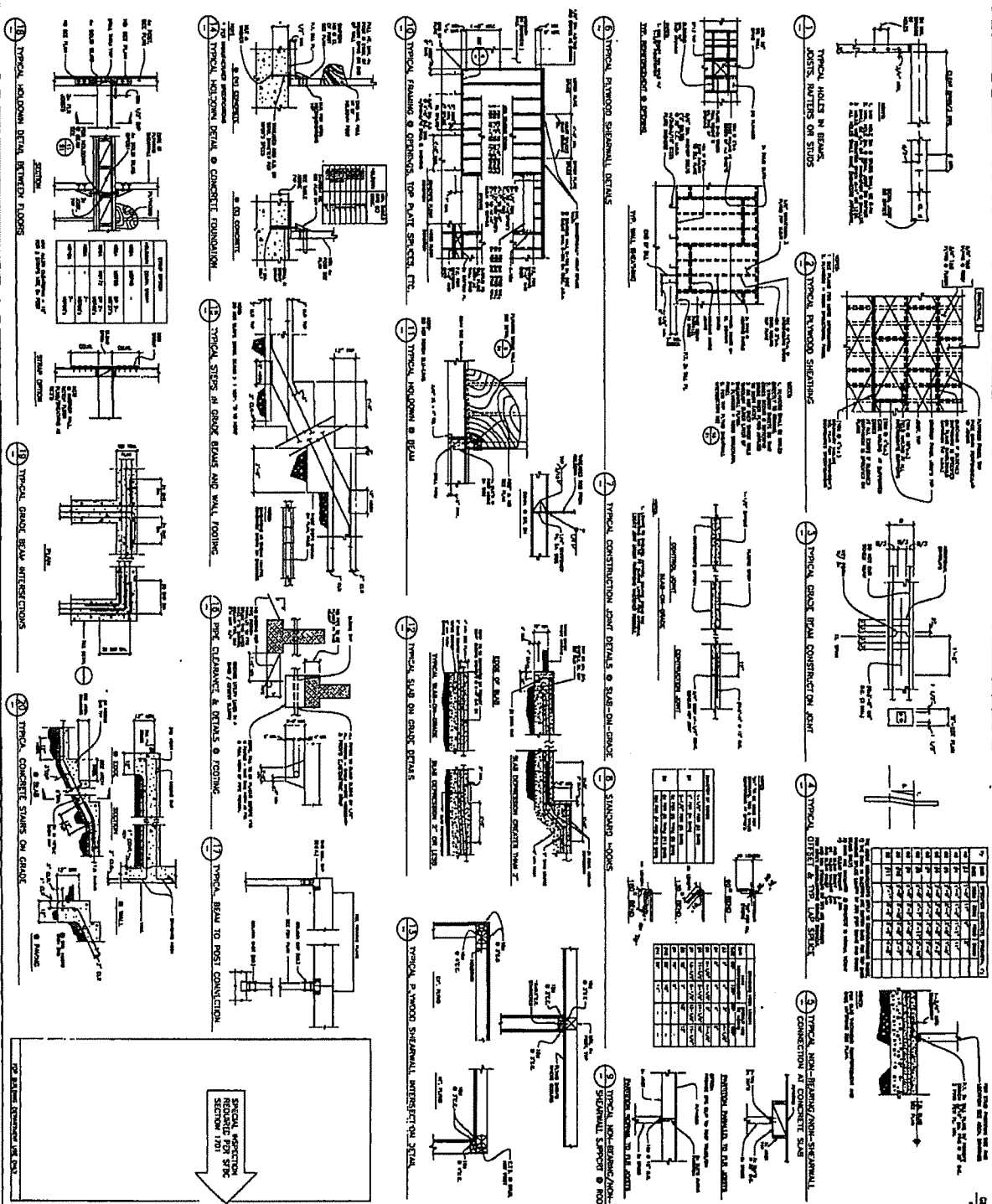
C1.3

EXTENSION SHEET
DATE: 03/10/10
SCALE: AS SHOWN
DRAWN BY: J. B. B. / J. B. B.
CHECKED BY: J. B. B. / J. B. B.
PROJECT NO.: 03-0000

EXTERIOR SITE DETAILS

**A New Residence at:
1310 STANYAN STREET
BLOCK: 2708, LOT: 35
San Francisco, California**

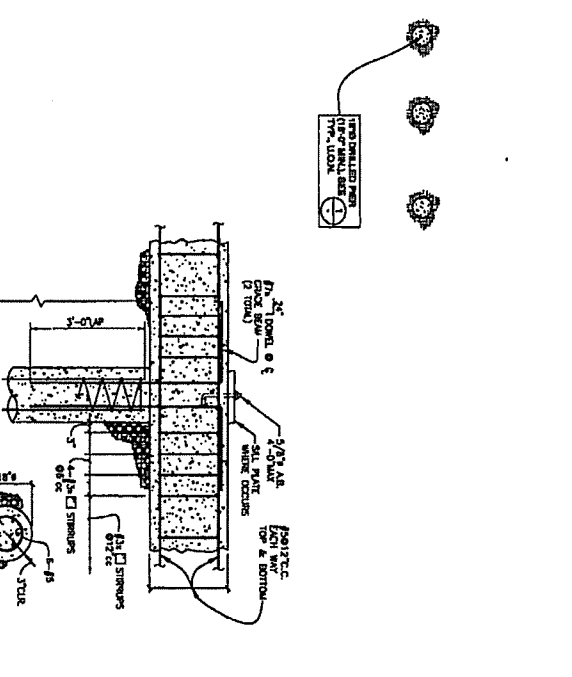
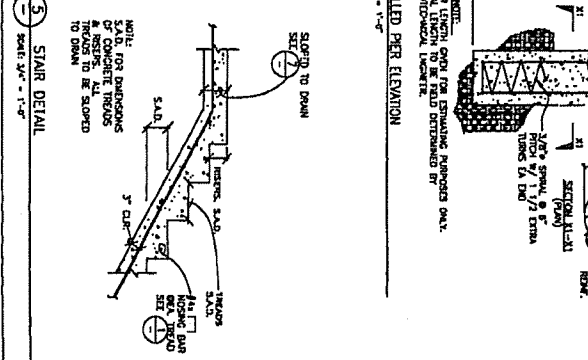
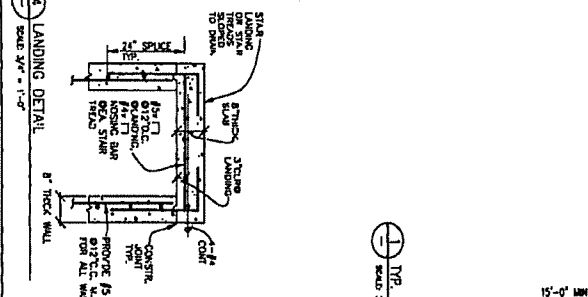
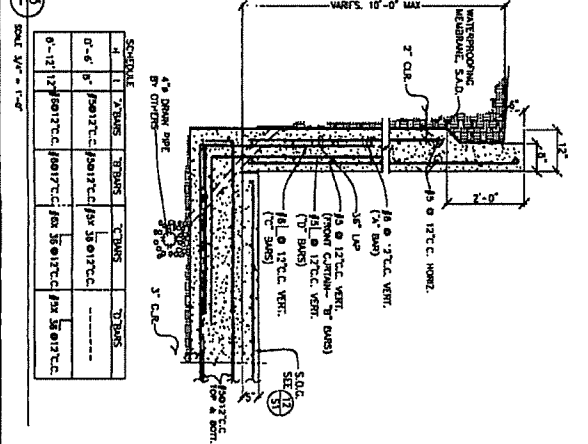
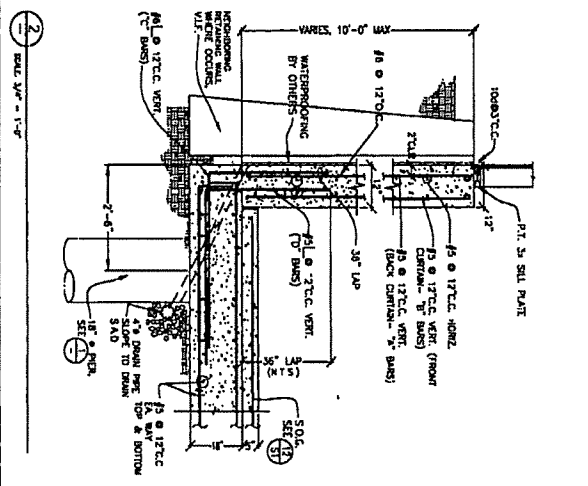
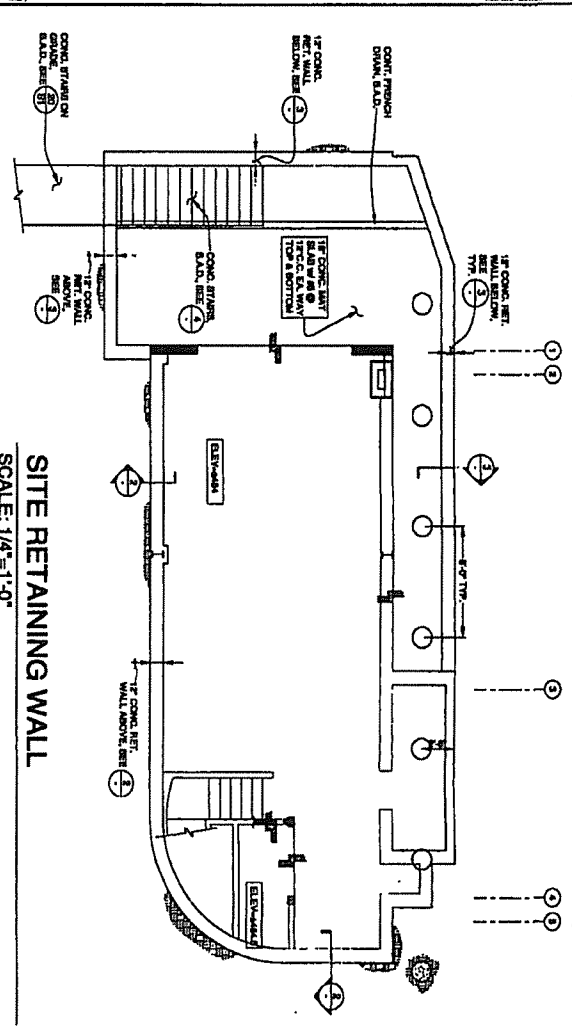




GENERAL STRUCTURAL NOTES

1. ALL REINFORCEMENT SHALL BE EPOXY COATED UNLESS OTHERWISE NOTED.
2. ALL REINFORCEMENT SHALL BE WELDED TOGETHER AT JOINTS UNLESS OTHERWISE NOTED.
3. ALL REINFORCEMENT SHALL BE DEVELOPED AS SHOWN IN THE DETAILS UNLESS OTHERWISE NOTED.
4. ALL REINFORCEMENT SHALL BE PLACED AS SHOWN IN THE DETAILS UNLESS OTHERWISE NOTED.
5. ALL REINFORCEMENT SHALL BE PLACED AS SHOWN IN THE DETAILS UNLESS OTHERWISE NOTED.
6. ALL REINFORCEMENT SHALL BE PLACED AS SHOWN IN THE DETAILS UNLESS OTHERWISE NOTED.
7. ALL REINFORCEMENT SHALL BE PLACED AS SHOWN IN THE DETAILS UNLESS OTHERWISE NOTED.
8. ALL REINFORCEMENT SHALL BE PLACED AS SHOWN IN THE DETAILS UNLESS OTHERWISE NOTED.
9. ALL REINFORCEMENT SHALL BE PLACED AS SHOWN IN THE DETAILS UNLESS OTHERWISE NOTED.
10. ALL REINFORCEMENT SHALL BE PLACED AS SHOWN IN THE DETAILS UNLESS OTHERWISE NOTED.
11. ALL REINFORCEMENT SHALL BE PLACED AS SHOWN IN THE DETAILS UNLESS OTHERWISE NOTED.
12. ALL REINFORCEMENT SHALL BE PLACED AS SHOWN IN THE DETAILS UNLESS OTHERWISE NOTED.
13. ALL REINFORCEMENT SHALL BE PLACED AS SHOWN IN THE DETAILS UNLESS OTHERWISE NOTED.
14. ALL REINFORCEMENT SHALL BE PLACED AS SHOWN IN THE DETAILS UNLESS OTHERWISE NOTED.
15. ALL REINFORCEMENT SHALL BE PLACED AS SHOWN IN THE DETAILS UNLESS OTHERWISE NOTED.
16. ALL REINFORCEMENT SHALL BE PLACED AS SHOWN IN THE DETAILS UNLESS OTHERWISE NOTED.

<p>SITE RETAINING WALL 1310 STANYAN STREET SAN FRANCISCO, CALIFORNIA</p>	<p>GENERAL NOTES AND TYPICAL DETAILS</p>	<p>SANTOS & URRUTIA STRUCTURAL ENGINEERS 2421 HARRISON STREET SAN FRANCISCO, CA 94110 TELEPHONE (415) 441-1770 FAX (415) 442-7880</p>
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<p>Sheet S2 Of 2 Sheets</p>	<p>SITE RETAINING WALL 1310 STANYAN STREET SAN FRANCISCO, CALIFORNIA</p>	<p>SITE RETAINING WALL PLAN STRUCTURAL DETAILS</p>		<p>SANTOS & URRUTIA STRUCTURAL ENGINEERS 1841 HARRISON STREET SAN FRANCISCO, CA 94110 TELEPHONE (415) 842-7322 FAX (415) 842-7600</p>
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EXHIBIT 6

12/3/06



**CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF PUBLIC WORKS
ORDER NO. 177,948**

APPROVAL OF MINOR ENCROACHMENT PERMIT AT 1310 STANYAN STREET
(BLOCK 2706, LOT 035).

APPLICANT: Mark Brand, Architect
for Kieran J. Woods
425 Second Street, Suite 601
San Francisco, CA 94107

PROPERTY IDENTIFICATION: Lot 035 in Assessor's Block 2706
(1310 Stanyan St.)
San Francisco, CA 94104

DESCRIPTION OF REQUEST: Minor Encroachment Permit

BACKGROUND:

1. On April 12, 2006, the Land Use and Economic Development Committee of the Board of Supervisors tabled a request for a Major (Street) Encroachment Permit (See DPW Order No. 175,850, approved revised March 8, 2006, copy attached) to construct a privately maintained driveway, and related improvements to provide vehicular access to the subject property off Clarendon Avenue.
2. On November 17, 2006, the applicants submitted an Application for a Minor Encroachment Permit to construct a privately maintained concrete stairway with wood and steel handrails and lighting, and related improvements including a new concrete retaining wall with drainage facilities and a trash compartment to be hidden from view, to provide pedestrian access to the subject property off Mountain Spring Avenue.
3. DPW informed the applicant that this application submittal may be processed as a Minor Encroachment Permit only if the property owner of 90 Mountain Spring Avenue (Assessor's Block 2706, Lot 051), whose lot abuts and per Article 9 of the Public Works Code has maintenance responsibilities for a portion of the unimproved Stanyan Street right-of-way, consent to the proposed encroachment.
4. Following discussions among DPW staff and the Planning Department concerning the proposed encroachment; on April 6, 2007, DPW prepared and mailed a notification letter and DPW Order No. 176,807, approved April 11, 2007 to property owners within 150-foot radius of the subject property indicating DPW's intent to approve the subject encroachment and giving those property owners the right to appeal DPW's decision by April 16, 2007.
5. In response to the above letter of intent, DPW received letters of opposition, including a petition of signatures opposing the proposed encroachment; copies of the petition were also sent to the Director of Public Works, Zoning Administrator, and to the Clerk of the Board of Supervisors.

DPW Order No. 177,948

December 3, 2008

Page 2

6. Following additional discussions among DPW staff, District 7 Supervisor Sean Elsbernd's Office, and the Planning Department, including a neighborhood meeting arranged by and held in Supervisor Elsbernd's Office, DPW scheduled a public hearing for August 8, 2007 to consider the proposed encroachment.
7. Hearing Officer Christopher McDaniels inspected the subject site and conducted a hearing on the merits of the Minor Encroachment Permit on August 8, 2007.
8. Testimony was presented at the hearing by the applicants in support of the proposed encroachment, and also in opposition to the proposed encroachment by several adjacent property owners, including those who signed the petition received by DPW; however, due to the request made by Supervisor Elsbernd's Office to continue the hearing, Mr. McDaniels continued the public hearing to the call of the Departmental hearing officer. The purpose for the continuance was to allow further meetings and negotiations between the property owners of the subject property and 90 Mountain Spring Avenue, and DPW.
9. Following a meeting on August 21, 2007 with DPW staff, the City Attorney's Office, the owners of 90 Mountain Spring Avenue and their attorney, and numerous conversations and e-mail correspondences thereafter, the owners of 90 Mountain Spring Avenue submitted to DPW, via letter from Boone Law Group dated August 21, 2007, their written consent to DPW Order No. 176,807, originally approved August 11, 2007. The consent covered the construction of the proposed stairway abutting their property at the unimproved Stanyan Street frontage and allowed this current application to proceed as a Minor Encroachment Permit.
10. Hearing Officer Christopher McDaniels re-inspected the subject site and, on October 22, 2008, conducted a duly noticed continuance of the August 8, 2007 public hearing on the Minor Encroachment Permit.
11. At the October 22, 2008 hearing, the Hearing Officer considered and reviewed all of DPW's files on this encroachment and the additional documents, including the aforementioned letter from Boone Law Group, and testimony of parties supporting and opposed to the encroachment. Based on this information, the Hearing Officer made his decision to recommend the proposed Minor Encroachment Permit for approval.

HEARING OFFICER RECOMMENDATION: APPROVAL of the request for a Minor Encroachment Permit based on the following findings:

FINDING 1. Ingress and/or egress to an existing legal lot via public right-of-way are allowed via State Law. Following the Board of Supervisor's tabling of the originally proposed Major (Street) Encroachment for the proposed driveway, for vehicular access to the subject property off Clarendon Avenue, the applicants submitted this request for the only other option to provide access to the subject property via pedestrian stairway off Mountain Spring Avenue.

FINDING 2. The subject lot's sole access is via the subject portion of Stanyan Street; whereas, the other four (4) lots abutting this portion of Stanyan Street have access via Clarendon or Mountain Spring Avenues.

FINDING 3. A Minor Encroachment Permit is the appropriate permit type for this activity because the adjacent property owner who abuts the proposed stairway on Mountain Spring Avenue has consented to this permit.

FINDING 4. The proposed encroachment is desirable and convenient in conjunction with the owners' use and enjoyment of their property.

FINDING 5. The proposed encroachment satisfies the City's engineering and technical design standards for its intended use.

APPROVED: DECEMBER 3, 2008



Edward D. Reiskin
Director of Public Works

City and County of San Francisco



Gavin Newsom, Mayor
Edward D. Reiskin, Director



Phone: (415) 554-6920
Fax: (415) 554-6944
TDD: (415) 554-6900
www.sfgov.org/dpw

Department of Public Works
Office of the Director
City Hall, Room 348
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4645

December 2, 2008

RE: 1310 Stanyan Street
DPW Order No. 177,948

Dear Property Owners/Residents:

Thank you for your concerns, letters, and for attending the public hearings regarding the proposed Minor Sidewalk Encroachment Permit at the subject property.

On August 8, 2007, the Department of Public Works (DPW) conducted a duly noticed public hearing to consider the merits of the proposed Minor Sidewalk Encroachment at the subject property and was continued to the call of the Departmental Hearing Officer to allow for further meetings and negotiations between the property owners of the subject property and 90 Mountain Spring Avenue, and DPW. On October 22, 2008, a duly noticed continuance of the August 8, 2007 public hearing was held and resulted in the approval of the Minor Sidewalk Encroachment Permit.

Attached for your information is DPW Order No. 177,948, approved December 3, 2008 outlining the testimony presented at the hearing and the recommendation of the hearing officer, Mr. Christopher McDaniels.

You may appeal this denial by writing to the Clerk of the Board of Supervisors, City Hall Room 244, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102 or to the Building Inspection Commission, 1660 Mission Street, 6th Floor, San Francisco, CA 94103 within fifteen (15) days of this letter and request that this matter be considered by either the appropriate Committee of the Board or the Building Inspection Commission.

Sincerely,

A handwritten signature in black ink, appearing to read "E. Reiskin".

Edward D. Reiskin
Director

IMPROVING THE QUALITY OF LIFE IN SAN FRANCISCO

Customer Service

Teamwork

Continuous Improvement

EXHIBIT 7

CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF PUBLIC WORKS
ORDER NO. 176,807

REVOCABLE PERMISSION IS GRANTED TO AL BLAYLOCK TO OCCUPY A PORTION OF THE PUBLIC RIGHT-OF-WAY TO CONSTRUCT AND MAINTAIN A CONCRETE STAIRWAY WITH WOOD HANDRAILS AND LIGHTING, AND RELATED IMPROVEMENTS INCLUDING A TRASH COMPARTMENT TO BE HIDDEN FROM VIEW AND A NEW CONCRETE RETAINING WALL WITH DRAINAGE FACILITIES, ALL TO PROVIDE ACCESS TO A NEW RESIDENCE AT 1310 STANYAN STREET (BLOCK 2706, LOT 035), CONDITIONED UPON THE PAYMENT OF AN ANNUAL RIGHT-OF-WAY ASSESSMENT FEE.

In response to an Application for a Minor Sidewalk Encroachment Permit received from mark Brand Architects, 425 Second Street, Suite 601, San Francisco, CA 94107, agent for the owner, Al Blaylock, the Permittee, and pursuant to Articles 2.4, 9 & 15 of the Public Works Code permission revocable at the will of the Director of Public Works is granted to Al Blaylock, 90 Mountain Spring Avenue, San Francisco, CA 94107, to have a properly licensed contractor perform the following work:

1. Excavation and grading.
2. Construct concrete retaining wall with sloped top a maximum of 6" following adjacent grade.
3. Construct concrete stairway with landings, lighting and pressure treated wood handrails and an open steel guardrail at the bottom portion of said stairway.
4. Construct trash compartment to be hidden from view below above mentioned stairway, with doors, sprinkler system and a catch basin with overflow in earth fill above bins for drainage.
5. Construct concrete paving with redwood divider strips set flush into concrete.
6. Install continuous French drain with overflow.
7. Other related improvements.

Damaged areas adjacent to this construction shall be properly patched per City Inspector; in addition, the Permittee shall be responsible for ponding due to this construction.

The above mentioned work shall be constructed as shown on revised plans dated November 15, 2006 titled "Exterior Stair Plan/Section/Details, A New Residence at 1310 Stanyan Street" prepared by Mark Brand Architects.

The Permittee's Structural Engineer shall provide special inspections to insure that the construction of the concrete retaining wall and concrete stairway are constructed according to the above mentioned plans and also plans prepared by Santos & Urrutia Structural Engineers, Inc., titled "Site Retaining Wall 1310 Stanyan Street" dated November 15, 2006.

The Permittee shall submit to the Bureau of Street-Use and Mapping non-refundable fees of \$434.19 to cover the cost of processing fees and an inspection fee of \$943.89 to cover the cost of 12 hours of inspection by DPW Inspection Services for the above work; and shall schedule an inspection with the Street Improvement Section Inspectors, telephone: (415) 554-7149 between the hours of 8:00-9:00 AM or 4:00-5:00 PM. Any additional processing and/or inspection costs incurred shall be billed directly to the Permittee.

DPW Order No. 176,807
December 31, 2008
Page 2

Pursuant to Ordinance No. 57-06, adopted by the Board of Supervisors on May 22, 2006, the Permittee shall pay an annual assessment fee for the use of said right-of-way. The initial right-of-way assessment fee shall be \$2,008, and said fee shall be adjusted annually in accordance with Public Works Code Sections 723.2 et seq.

All elements of the above mentioned/permitted improvements shall be constructed and/or installed to conform to the applicable provisions, rules, regulations and guidelines of San Francisco Building Code (SFBC), The Americans with Disabilities Act (ADA) and the Americans with Disabilities Act Accessibility Guidelines (ADAAG).

The Permittee recognizes and shall pay all necessary fees for the recordation of this Order with the office of the San Francisco County Recorder.

Regulations in Department of Public Works Order No. 171,442 shall apply to the above work.

The Permittee shall obtain a permit at the Central Permit Bureau, 1660 Mission Street, for the occupancy of street space at the above location, as required in Section 724 of the Public Works Code.

The Permittee shall obtain a tree permit from the Department of Public Works Bureau of Urban Forestry prior to the planting and/or removal of any street trees, telephone 641-2676.

The Permittee shall obtain a permit from the Department of Building Inspection for any work taking place on private property.

The Permittee shall contact the Department of Parking & Traffic at 1 South Van Ness Avenue, 7th Floor, telephone: 701-4500, for traffic requirements prior to beginning construction.

The Permittee shall conduct their operations in accordance with the requirements of Article 11 of the Traffic Code and the applicable sections under Section 110, Traffic Routing Work, of the Standard Specifications.

All work shall be done by a licensed contractor and in accordance with the requirements of the Standard Specifications of the Bureau of Engineering, Department of Public Works, July 1986 Edition, including sidewalk and pavement cutting and removal, lagging, excavation, backfill and sidewalk and pavement restoration.

The Permittee shall verify the locations of any City or public service utility company facilities that may be affected by the work authorized by this permit and shall assume all responsibility for any damage to such facilities due to the work. The Permittee shall make satisfactory arrangements and payments for any necessary temporary relocation of City or public utility company facilities.

The permission granted by this Order is merely a revocable license. The Director of Public Works may revoke said permission at will, and upon the revocation thereof, the undersigned Permittee, its successors or assigns in interest, by acceptance of this permit, shall remove or cause to be removed the encroachments permitted herein and all the materials used in connection with their construction and restore the areas to a condition satisfactory to the Director of Public Works, without expense to the City and County of San Francisco.

The Permittee shall call Underground Service Alert (USA), telephone: 1-800-227-2600, 48 hours prior to any excavation.

In consideration of this Permit being issued for the work described herein, the Permittee on its behalf and that of any successor or assign, and on behalf of any lessee, promises and agrees to perform all the terms of this Permit and to comply with all applicable laws, ordinances and regulations.

The Permittee agrees on its behalf and that of any successor or assign to hold harmless, defend, and indemnify the City and County of San Francisco, including, without limitation, each of its commissions, departments, officers, agents and employees (hereinafter collectively referred to as the "City") from and against any and all losses, liabilities, expenses, claims, demands, injuries, damages, fines, penalties, costs or judgments including without limitation, attorneys' fees and costs (collectively "claims") of any kind allegedly arising directly or indirectly from (I) any act by, omission by or negligence of, Permittee or its subcontractors, or the officers, agents, or employees of either while engaged in the performance of the work authorized by this Permit, or while in or about the property subject to this Permit for any reason connected in any way whatsoever with the performance of the work authorized by this Permit, or allegedly resulting directly or indirectly from the maintenance or installation of any equipment, facilities, or structures authorized under this Permit, (ii) any accident or injury to any contractor or subcontractor, or any officer, agent, or employee of either of them, while engaged in the performance of the work authorized by this Permit, or while in or about the property, for any reason connected with the performance of the work authorized by this Permit, or arising from liens or claims for services rendered or labor or materials furnished in or for the performance of the work authorized by this Permit, (iii) injuries or damages to real or personal property, goodwill, and persons in, upon or in any way allegedly connected with the work authorized by this Permit from any cause or claims arising at any time, and (iv) any release or discharge, or threatened release or discharge, of any hazardous material caused or allowed by Permittee in, under, on or about the property subject to this Permit or into the environment. As used herein, "hazardous material" means any substance, waste or material which, because of its quantity, concentration of physical or chemical characteristics is deemed by any federal, state, or local governmental authority to pose a present or potential hazard to human health or safety to the environment.

The Permittee must hold harmless, indemnify and defend the City regardless of the alleged negligence of the City or any other party, except only for claims resulting directly from the sole negligence or willful misconduct of the City. The Permittee specifically acknowledges and agrees that it has an immediate and independent obligation to defend the City from any claim which actually or potentially falls within this indemnity provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Permittee by the City and continues at all times thereafter. The Permittee agrees that the indemnification obligations assumed under this Permit shall survive expiration of the Permit or completion of work.

The Permittee shall obtain and maintain through the terms of this Permit general liability, automobile liability or workers' compensation insurance as the City deems necessary to protect the City against claims for damages for personal injury, accidental death and property damage allegedly arising from any work done under this Permit. Such insurance shall in no way limit Permittee's indemnity hereunder. Certificates of insurance, in form and with insurers satisfactory to the City, evidencing all coverages above shall be furnished to the City before commencing any operations under this Permit, with complete copies of policies furnished promptly upon City request.

The Permittee and any permitted successor or assign recognize and understand that this Permit may create a possessory interest.

Ed D. Reiskin
Director of Public Works

RECOMMENDED:

Barbara L. Moy
Bureau Manager
Street-Use & Mapping

Outside of BSM
Dept. Files (2)
Central Permit Bureau
Street Repair - 2323 Cesar Chavez

DPW/BSM/ NE/ne

APPROVED:

Fuad Sweiss
Deputy Director
for Engineering

Inside of BSM
Inspector – C. Duperrault
1660 Mission – E. Tang
Nick Elsner (1-signed)

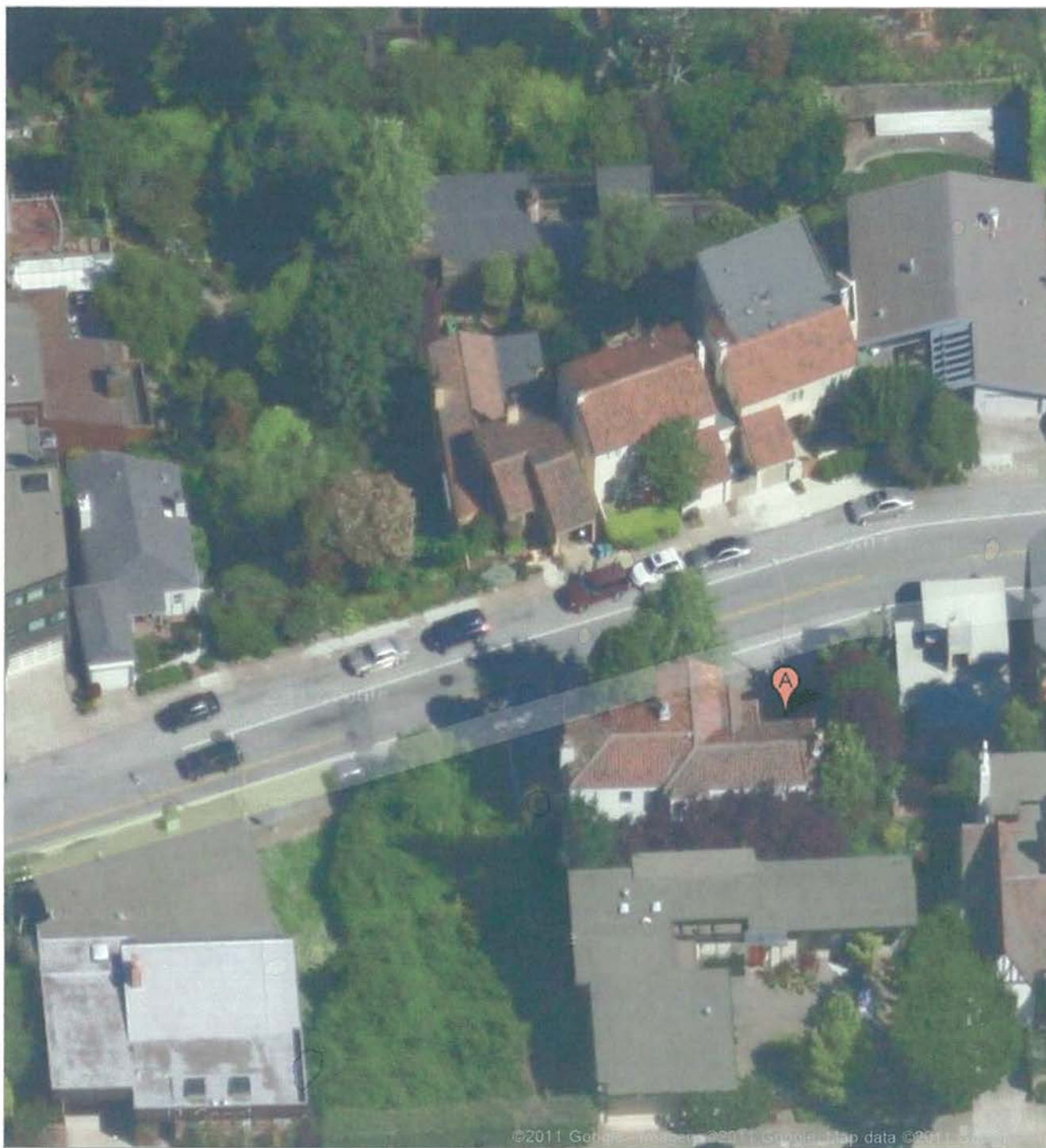
APPROVED: DECEMBER 31, 2008

ED D. REISKIN, DIRECTOR

EXHIBIT 8



To see all the details that are visible on the screen, use the "Print" link next to the map.





To see all the details that are visible on the screen, use the "Print" link next to the map.

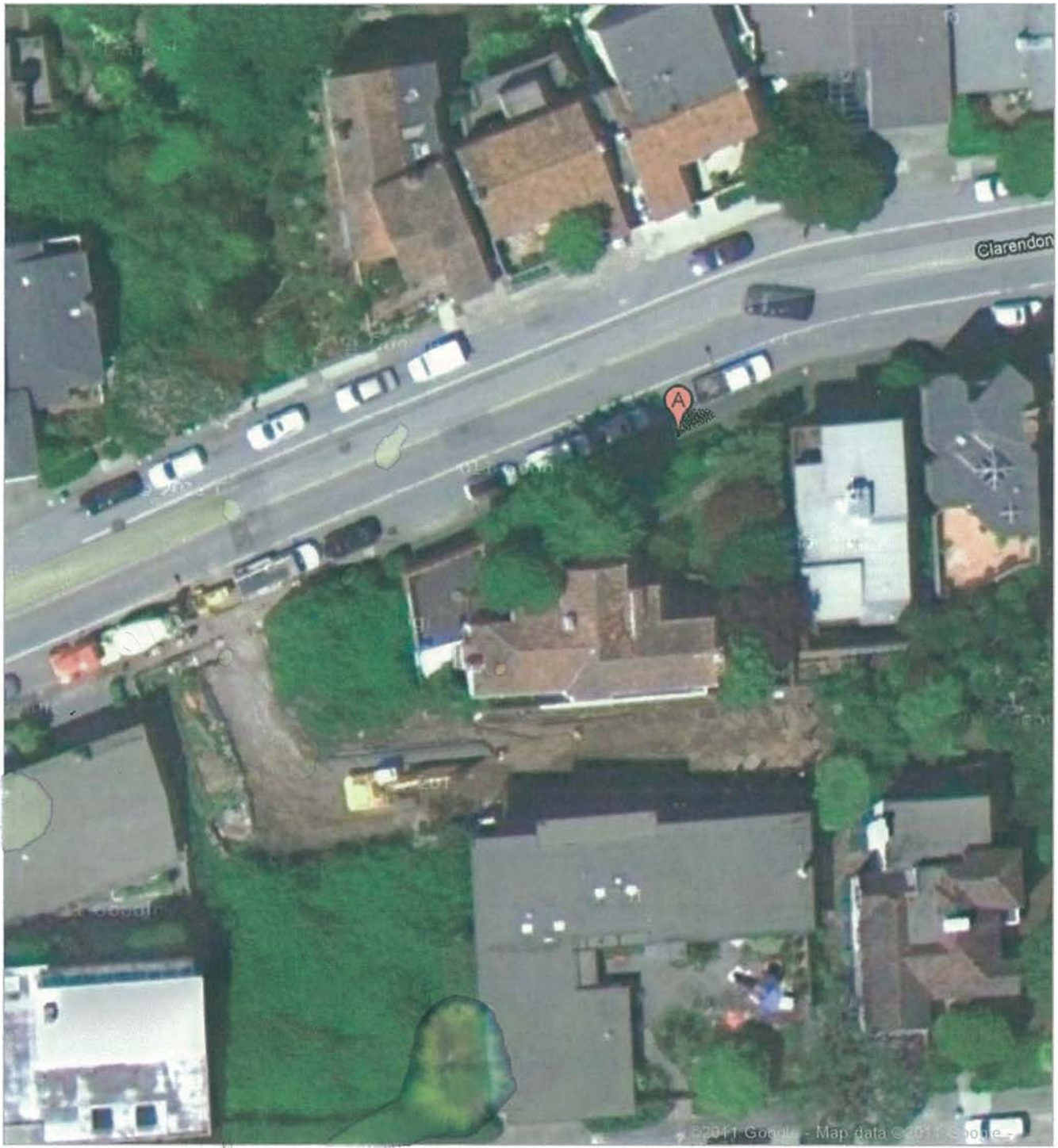


EXHIBIT 9



View Looking Back at Matula Home During Construction

6



View From MATULA Home Looking West Across Stairs

6

EXHIBIT 10



YOM-AWAY
NO STOPPING
NO PARKING
EXCEPT FOR LOCAL DELIVERIES
AND PICKUPS
NO LOADING OR UNLOADING
EXCEPT FOR LOCAL DELIVERIES
AND PICKUPS

NO P
7

EXHIBIT 11

Permits, Complaints and Boiler PTO Inquiry

COMPLAINT DATA SHEET

Complaint Number: 201270102
Owner/Agent: OWNER DATA SUPPRESSED
Owner's Phone: --
Contact Name: --
Contact Phone: --
Complainant: COMPLAINANT DATA SUPPRESSED
Complainant's Phone: --
Complaint Source: WEB FORM
Assigned to Division: BID

Date Filed: 10/11/2012
Location: 1410 STANYAN ST
Block: 2706
Lot: 035
Site: --
Rating: --
Occupancy Code: --
Received By: CYPEI
Division: BID

Description: date last observed: 06-OCT-12; time last observed: All Day; identity of person performing the work: Kieran Woods Construction ; exact location: None of the Above; building type: Residence/Dwelling WORK W/O PERMIT; WORK BEYOND SCOPE OF PERMIT; ; additional information: Sidewalk installed without permit in unaccepted rt of way of Stanyan-Builder was turned down to install walkway by BOS and built it anyway over three day weekend;

Instructions:

INSPECTOR INFORMATION

DIVISION	INSPECTOR ID	DISTRICT	PRIORITY
BID	CLANCY	624918	

REFERRAL INFORMATION

COMPLAINT STATUS AND COMMENTS

DATE	TYPE	DIV	INSPECTOR	STATUS	COMMENT
10/11/12	CASE OPENED	BID	Clancy	CASE RECEIVED	
10/11/12	OTHER BLDG/HOUSING VIOLATION	BID	Clancy	CASE ABATED	It is outside DBI's jurisdiction per Inspector Donal Duffy. Mailed the complaint to DPW - cp

COMPLAINT ACTION BY DIVISION

NOV (HIS):

NOV (BID):

[Inspector Contact Information](#)

[Online Permit and Complaint Tracking home page.](#)

Technical Support for Online Services

If you need help or have a question about this service, please visit our FAQ area.

EXHIBIT 12

DEPARTMENT of PUBLIC WORKS

RE: request inspection of illegal encroachment on unaccepted Stanyan Street south of Clarendon Avenue

Permit: # 200407158977, revised plans January 21, 2011.

Address: 1401 Stanyan Street; Block 2706, lot 35

Our address: Dr. George and Myrta Matula
99 Clarendon Avenue
San Francisco, CA 94114
Phone: 415-681-0615
Cell phone: 415-265-9242

Project is well known to Nick Elsner and Amanda Moore.

In April 2006 the Land Use Committee of the Board of Supervisors disallowed encroaching this open space and, with cooperation from DPW granted walkway access to 1410 Stanyan from Mountain Spring Avenue. Planning, DBI, and DPW, approved those plans. No other permits exist, and the neighboring property owners have not granted permission for any encroachment.

On this Saturday, October 6, a crew excavated and built a crushed rock/cement walkway from Clarendon Ave. to 1410 Stanyan. K. Woods, the owner/builder, refused to stop construction even though he could not produce permits requested by Officer Ferraz, SFPD badge #898, C.A.D #122801524. The permitted access from Mountain Spring Avenue has not been built.

The area encroached is a recorded Community Garden. Plans have been submitted, neighborhood meetings with Parks Alliance and DPW held, trees bought, and work to begin when the 1410 Stanyan St. project is completed.

Thank you for your prompt response to this matter.

cc. Steve Williams
Attorney at Law

EXHIBIT 13

RECEIVED
AUG - 7 2012
PERMIT SECTION



1410 Stanyan Street

New Residence

Block: 2706 Lot: 35
San Francisco, CA

DATE	DATE
APPROVAL 1	11/15/11
PERMIT REVIEW	01/25/12
CADREVISION 1	02/21/11
CA REVISION 2	02/21/11
CA REVISION 3	02/21/11
CA REVISION 4	02/21/11
CA REVISION 5	02/21/11
CA REVISION 6	02/21/11
CA REVISION 7	02/21/11
CA REVISION 8	02/21/11
CA REVISION 9	02/21/11
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CA REVISION 13	02/21/11
CA REVISION 14	02/21/11
CA REVISION 15	02/21/11
CA REVISION 16	02/21/11
CA REVISION 17	02/21/11
CA REVISION 18	02/21/11
CA REVISION 19	02/21/11
CA REVISION 20	02/21/11

APPROVED
PUBLIC WORKS/STREET USE & MAPPING
PERMIT # 170A007
REVIEWER: AE
DATE: 8/7/12

DATE: 08/07/12
DRAWN BY: 0402/02
JOB NO: 12-0402
SCALE: AS SHOWN
SHEET TITLE:

PROPOSED
SITE PLAN

SHEET NO

A0.1

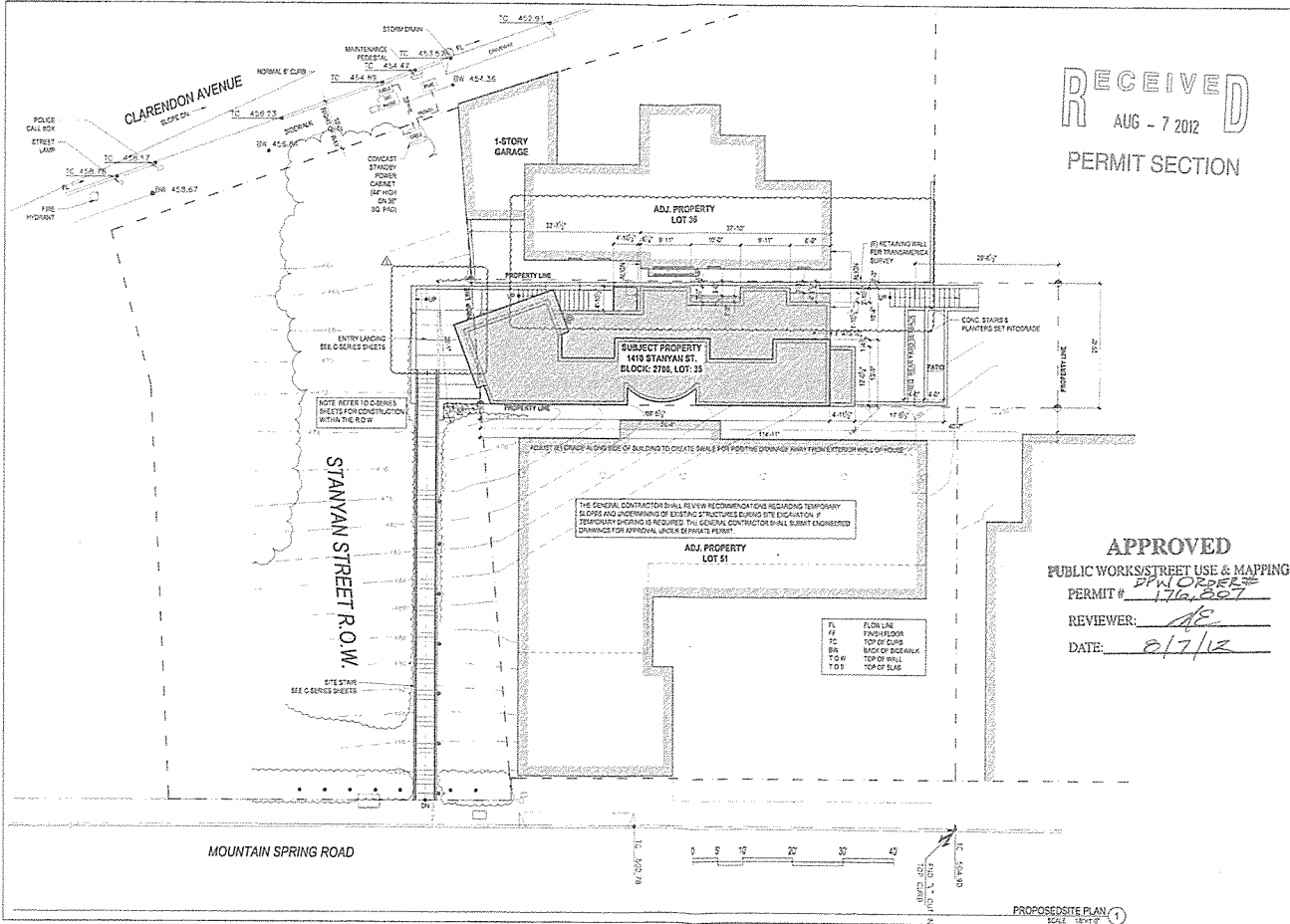
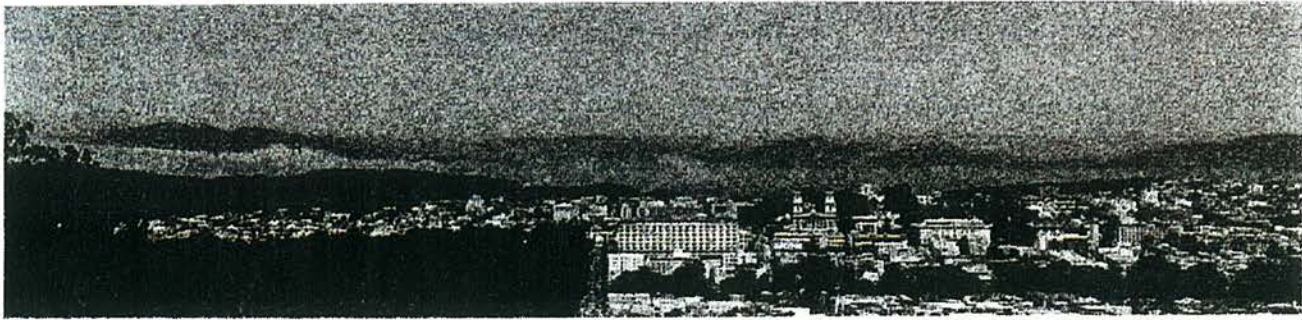


EXHIBIT 14

ATTN. S. WILLIAMS



1410 Stanyan St. | Spectacular Clarendon Heights New Construction

Designed by award-winning architect Mark Brand, this spectacular newly constructed Clarendon Heights view home showcases beautiful modern architecture, complimented with exquisite finishes and dramatic design elements. Offering four bedrooms on one level, this amazing home spans three levels, boasts soaring ceilings and dramatic open spaces, and is flooded with natural light. Perched in a serene hilltop location, 1410 Stanyan Street features spectacular city, bridge and bay views, and exemplifies San Francisco luxury living.

www.1410Stanyan.com

Offered at \$2,498,000

Greg Fulford | 415.321.7002 greg@vanguardsf.com lic. #01423433

Frank Nolan | 415.321.7011 frank@vanguardsf.com lic. #01300017



2501 Mission Street
San Francisco, CA 94110
415.321.7000 | 415.321.7200
www.vanguardsf.com

Vanguard Properties believes this information to be correct but has not verified this information and assumes no legal responsibility for its accuracy. Buyers should investigate these issues to their own satisfaction.

EXHIBIT 15

City and County of San Francisco



Edwin M. Lee, Mayor
Mohammed Nuru, Director

San Francisco Department of Public Works
Office of the Deputy Director & City Engineer, Fuad Sweiss
Bureau of Street-Use & Mapping
1155 Market Street, 3rd Floor
San Francisco Ca 94103
(415) 554-5810 ■ www.sfdpw.org



Jerry Sanguinetti, Bureau Manager

DPW Order No: 182071

Director's Decision for a Major Encroachment Permit (No. 13ME-0007) to occupy and construct a driveway and other landscape improvements within the unimproved portion of Stanyan Street, between Clarendon Avenue and Mountain Spring Avenue, and to construct a curb-cut on Clarendon Avenue to access the driveway to the garage at 1410 Stanyan Street (Block 2706, Lot 35).

Applicant: Mark Brand Architecture
681 Harrison Street
San Francisco, CA 94107
Attn: Mark Brand, AIA

Owner: Kieran J. Woods

BACKGROUND:

On May 14, 2013, the applicant submitted to the Department of Public Works (DPW) a Major Encroachment application for a driveway accessing the house located at 1410 Stanyan Street from Clarendon Avenue.

In his application, the applicant stated that he has "reduced the size of the proposed driveway, decreased the height of the surrounding retaining walls, and incorporated parklike landscaping around the proposed driveway," in response to neighborhood input.

Per Major Encroachment application process, the Department of Public Works then requested the San Francisco Planning Department and the San Francisco Municipal Transportation Agency's review and comments on the application.

The San Francisco Planning Department, via determination letter of August 26, 2013, informed the Department of Public Works that it has reviewed the application for a General Plan Referral and found the application and project to be in conformity with the General Plan, pursuant to Section 4.105 of the Charter and Section 2A.52 and 2A.53 of the Administrative Code.



San Francisco Department of Public Works
Making San Francisco a beautiful, livable, vibrant, and sustainable city.

In its letter, the San Francisco Planning Department stated that "this portion of the undeveloped Stanyan Street is considered a public resource to provide access to private property."

The San Francisco Planning Department's letter also stated that "the project, if approved and implemented, would provide access to a private property and would enable the City to provide fire protection and emergency services to the private property" and that the project would have no adverse effect on the Eight Priority Policies of Planning Code Section 101.1, including no adverse effect on parks and open space or their access to sunlight and vista and no adverse effect on MUNI's transit service, overburdening the streets or altering current neighborhood parking.

On September 26, 2013, the San Francisco Municipal Transportation Agency's Transportation Advisory Staff Committee also reviewed the application, approved the proposal, and recommended that the curb-cut be reduced to 10 feet in width.

The Department of Public Works issued DPW Order No. 181,770, which scheduled a November 20, 2013 public hearing on the application.

The Department of Public Works then notified the property owners within a 300-foot radius of the 1410 Stanyan Street of the public hearing date and time.

The application was not heard on November 20, 2013 and was subsequently rescheduled for December 9, 2013 as ordered by DPW Order No. 181,903.

The Department of Public Works then notified the property owners within a 300-foot radius of the 1410 Stanyan Street of the rescheduled public hearing date and time.

On December 9, 2013, the public hearing on the application was held. Hearing Officer Frank Lee conducted the hearing and heard testimony from Department of Public Works staff, from the applicant, and from the public.

Since notifying the property owners of the public hearing, the Department of Public Works staff received four written objections to the application, which were submitted to the hearing officer.

The Department of Public Works staff recommended approval of the application based on the approvals by the Planning Department, by the San Francisco Municipal Transportation Agency, and because the requested method of access to the private property at 1410 Stanyan Street is an appropriate use of the public right-of-way.

Rodrigo Santos of Santos and Urrutia, Structural Engineer for the project, stated that the proposed design for the driveway minimizes any disturbances to the natural conditions of the unimproved right-of-way. He further described that by incorporating a vehicle turntable in front of the garage area, the width of the driveway was reduced.



Mark Brand of Mark Brand Architecture, the applicant, then stated that he met with the neighbors regarding the project and that the neighbors wanted a minimum driveway, did not want a connection between Mountain Spring Avenue and Clarendon Avenue, and expressed a desire of some sort of public amenity such as a park or park-like space. He also provided a computer-aided rendering of the proposed driveway and landscaping that incorporated those design elements suggested by the neighbors.

Twelve public speakers spoke at the hearing. In addition, three additional objection letters were submitted for a total of seven letters. One public member also submitted five DVDs that recorded the 2006 Board of Supervisors' hearing on the first application and the Planning Department's 2005 review (dated October 14, 2005) and approval of the first application.

Eleven of the speakers objected to the application. The comments of the speakers and the contents of the written objections included:

1. Opposing the property owner's use of the public right-of-way
2. Opposing the property's owner use of public land without any compensation to the City
3. Opposing the removal of "permanent" green space
4. Opposing the removal of parking spaces
5. Stating that this is the second Major Encroachment request by the applicant; the first request was tabled by the Board of Supervisors in 2006
6. Stating that other houses in the area do not have driveway access
7. Stating that the home at 1410 Stanyan Street was approved with a stipulation that it will not have a driveway
8. Stating that, if a driveway is permitted to be built, it would be a permanent structure
9. Stating that a previous Minor Encroachment permit was issued for access 10 1410 Stanyan Street from Mountain Spring Avenue
10. Stating that neighbors would like to landscape the unimproved portion of Stanyan Street and that the architect's landscaping design is not inviting to the public

One member of the public expressed favoring access to 1410 Stanyan Street from Clarendon Avenue.

FINDINGS:

The Department of Public Works and the San Francisco Planning Department concluded that the request for a driveway to access the 1410 Stanyan Street property is an appropriate use of the public right-of-way. Abutting property owners have the right to access public rights-of-way.

The property owner would be assessed an annual fee for the use of the unimproved right-of-way by this Major Encroachment and would also be responsible for maintaining the landscaping included within the Major Encroachment.



Stanyan Street, between Clarendon Avenue and Mountain Spring Avenue, is a public right-of-way and; although unimproved, was never designated as "permanent" green space. This unimproved right-of-way will remain as open space, even if the Major Encroachment is granted.

The Major Encroachment, if granted, is a revocable permit at the will of the Board of Supervisors. Therefore, the property owner would be responsible for removing the driveway, if the Major Encroachment was revoked.

The San Francisco Planning Department said that the Major Encroachment, if granted, would not overburden the streets or alter current neighborhood parking. The San Francisco Municipal Transportation Agency, the department that oversees vehicular parking on San Francisco streets, through its Transportation Advisory Staff Committee (TASC) approved the application without mentioning any adverse effect on street parking.

While this is the applicant's second request for a Major Encroachment, this request differs from the first request. The driveway design has changed, the driveway width and curb-cut are narrower, and additional landscaping and park-like elements have been added.

Although other houses in the area may not have driveway access, the Department of Public Works has not denied any of those property owners of their rights to request access via driveway.

The Department of Public Works found no documentation showing that the house on 1410 Stanyan Street was allowed to be built with the stipulation that it would not include a driveway.

The Department of Public Works did find an approved Minor Encroachment Permit for 1410 Stanyan Street for access from Mountain Springs Avenue. However, the Department found no Street Improvement Permit for the construction of that permitted access. Therefore, although the Minor Encroachment was approved, it was never activated.

The architect for the project expressed a willingness to work with the neighbors on the landscaping design, to incorporate their ideas and suggested plant species, and to make the area more pleasing and accessible to the public.

RECOMMENDATIONS:

Approve the request for the Major Encroachment Permit and forward to the Board of Supervisors for a decision based on the above finding; and,

Request that the applicant continue to work with the neighborhood on the landscaping features and incorporate, as much as possible, their input on material and plant species, and have this plan in place when submitting a Street Improvement Permit application to the Department of Public Works.



1/7/2014

X



Sanguinetti, Jerry
Bureau Manager

1/8/2014

X



Sweiss, Fuad
Deputy Director and City Engineer

1/8/2014

X

Mohammed Nuru

Nuru, Mohammed
Director, DPW



EXHIBIT 16

Referred Without Recommendation from the Land Use and Economic Development Committee**140148 [Street Encroachment - 1410 Stanyan Street]**

Resolution granting revocable permission to Kieran J. Woods to occupy a portion of the public right-of-way to construct and maintain various improvements, including a driveway, associated retaining wall, a vehicular carousel to provide access to a proposed new single family dwelling at 1410 Stanyan Street (Assessor's Block No. 2706, Lot No. 035), landscaping, stairs leading to a public sitting area, and other related improvements within an existing unimproved portion of Stanyan Street between Clarendon and Mountain Spring Avenues; conditioning the permit; affirming the Planning Department's determination under the California Environmental Quality Act; and making findings of consistency with the General Plan, and the eight priority policies of Planning Code, Section 101.1. (Public Works Department)

NOT ADOPTED by the following vote:

Noes: 11 - Avalos, Breed, Campos, Chiu, Cohen, Farrell, Kim, Mar, Tang, Wiener, Yee

Recommendation of the Neighborhood Services and Safety Committee**140317 [Administrative Code - Irrevocable Employer Health Care Expenditure Requirement]**

Sponsors: Campos; Avalos, Kim, Mar, Yee, Cohen, Breed and Farrell

Ordinance revising the Health Care Security Ordinance to phase in over a three-year period requirement that all health care expenditures to be made irrevocably; to permit waiver of unused portions of certain revocable expenditures; to clarify that the existing City public benefit program known as the Health Access Program (HAP) has two component programs, Healthy San Francisco and Medical Reimbursement Accounts; to charge the Department of Public Health with creating a plan to maximize HAP participants' enrollment in the State health insurance exchange, Covered California, by plan year 2016.

Ordinance No. 099-14

FINALLY PASSED by the following vote:

Ayes: 11 - Avalos, Breed, Campos, Chiu, Cohen, Farrell, Kim, Mar, Tang, Wiener, Yee

EXHIBIT 17



Edwin M. Lee, Mayor
Mohammed Nuru, Director



Jerry Sanguinetti, Bureau Manager

August 7, 2014

RE: 1410 Stanyan Street
Permit Nos. 14MSE-0296 & 14IE-0730

Dear Property Owner:

This is to notify you that the Department of Public Works has issued revocable Minor Sidewalk Encroachment Permit No. 14MSE-0296 to KM 26TH STREET PROPERTIES LLC, to modify DPW Order No. 176,807, originally approved December 31, 2008, by including a new planter box and new stairs within a portion of the Stanyan Street right-of-way, and has also issued Street Improvement Permit No. 14IE-0730 to construct an officially legislated 15' sidewalk along Stanyan Street to access the subject property.

A copy of the subject permits are attached for your information. Our records indicate that you are a property owner within 150 feet radius of this location.

If you wish, these permits may be appealed to the Board of Appeals within fifteen (15) calendar days of the date shown on the issued permits. For further information, please contact the Board of Appeals in person at 1650 Mission Street, Suite 304, or call 415-575-6880.

If you have any further questions, please contact me at (415) 554-5810.

Sincerely,

Nick Elsner
Senior Plan Checker
Bureau of Street-Use & Mapping

Attachments: As Noted



EXHIBIT 18

ARTICLE 9: UNACCEPTED STREETS

- Sec. 400. Notice to Repair.
- Sec. 400.1. Owners of Frontage Responsible for Removal of Rubbish or Debris From Unaccepted Streets That Are Unpaved.
- Sec. 400.2. Director of Public Works Authorized to Notify Owners to Remove Rubbish or Debris.
- Sec. 400.3. Notice to Owner.
- Sec. 400.4. Contents of Notice.
- Sec. 400.5. Director of Public Works to Remove Rubbish or Debris if Owner Fails To Do So.
- Sec. 400.6. Notice of Cost and Claim of Lien, and Recording of Lien.
- Sec. 400.7. Recording of Lien.
- Sec. 400.8. Collection by Bureau of Delinquent Revenue.
- Sec. 400.9. Release of Lien.
- Sec. 400.10. Revolving Fund.
- Sec. 401. Repair of Temporary Road or Street.
- Sec. 405. Application—Investigation—Permit.
- Sec. 406. Permission When Granted—Procedure.
- Sec. 407. Sewers, When Improvement Made by Private Contract.
- Sec. 408. Provisions Not Applicable.
- Sec. 409. Improvement of Public Street Crossings.
- Sec. 410. Application, What to Accompany—Verification.
- Sec. 411. Approval—Time Limitation—Certificate of Completion.
- Sec. 412. Failure to Complete Work Within Limited Time.
- Sec. 413. Surety Bond or Certified Check Required.
- Sec. 414. Liability Not Affected by Assignment of Contracts—Recordation—Notice.
- Sec. 415. Investigation of Signatures.
- Sec. 416. Improvement by Individual Owner.
- Sec. 417. Existing Contracts Confirmed.
- Sec. 422. Undedicated Streets—Sale of Lots Prohibited.
- Sec. 423. Objection to Similar Names.
- Sec. 424. Penalty.

SEC. 400. NOTICE TO REPAIR.

(a) When, in the judgment of the Director of the Department of Public Works, any portion of the improved, but unaccepted public right-of-way that is under the jurisdiction and control of the Department of Public Works, including, but not limited to, a street, avenue, lane, alley, court or place, or any portion of any sidewalk thereof, shall be so out of repair or in such condition as to endanger persons or property passing thereon, or so as to interfere with the public convenience in the use thereof, the Director is authorized to notify in writing the owner or owners of any lot fronting on said portion of said affected public right-of-way that such owner is required to repair, reconstruct, or improve forthwith the affected public right-of-way, to the

centerline thereof, in such manner and time period as the Director deems expedient and appropriate.

(b) If the responsible property owner(s) notified pursuant to Subsection (a) is inaccessible or fails, neglects, or refuses to diligently prosecute to completion the remedial work in the manner and time period specified by the Director, then the Director may undertake all necessary actions to remedy the condition. All costs expended by the Director shall be an obligation of the responsible property owner(s) owing to the City and County of San Francisco. Such costs shall include, but are not limited to, those costs associated with the administration, construction, consultants, equipment, inspection, notification, remediation, repair, restoration, or any other actual costs incurred by the Director or other agencies, boards, commissions, or departments of the City and County of San Francisco that were made necessary by reason of the Director's remediation.

(c) In order to enforce an obligation imposed pursuant to Subsection (b), the Director is authorized to institute the lien procedures that are set forth in this Code, Article 15, Sections 706.4 through 707.1.

(Amended by Ord. 342-98, App. 11/13/98)

SEC. 400.1. OWNERS OF FRONTAGE RESPONSIBLE FOR REMOVAL OF RUBBISH OR DEBRIS FROM UNACCEPTED STREETS THAT ARE UNPAVED.

It shall be the duty of the owners of lots or portions of lots immediately adjacent to any portion of the roadway of any unpaved street, avenue, lane, alley, court or place, or any portion of any sidewalk thereof, in the City and County of San Francisco, none of which has been accepted by the Supervisors as by law or as in the Charter of said City and County provided, to maintain said roadways or sidewalks adjacent to their property free and clear of rubbish or debris.

(Added by Ord. 16-71, App. 1/26/71)

SEC. 400.2. DIRECTOR OF PUBLIC WORKS AUTHORIZED TO NOTIFY OWNERS TO REMOVE RUBBISH OR DEBRIS.

When in the judgment of the Director of the Department of Public Works of the City and County of San Francisco or his authorized representative, any portion of the roadway of any unpaved street, avenue, lane, alley, court or place, or any portion of any sidewalk thereof, in the said City and County, none of which has been accepted by the Supervisors as by law or as in the Charter of said City and County provided, shall contain rubbish or debris in such quantity so as to endanger persons or property passing thereon, or so as to interfere with the public convenience in the use thereof, or which consists, in whole or in part, of combustible material, the Director is authorized to notify the owner of any real property fronting on said portion of said unpaved street, avenue, lane, alley, court or place, or sidewalk so containing rubbish or debris as aforesaid, to remove such rubbish or debris.

(Added by Ord. 16-71, App. 1/26/71)

SEC. 400.3. NOTICE TO OWNER.

The notice shall be written and may be given by delivery personally or by mailing a notice, either by letter or postal card, postage prepaid, to his last known address, as the same

appears on the last assessment rolls of the City and County of San Francisco. Immediately after mailing any such notice, the Director of Public Works shall cause a copy thereof, printed or pasted on a card of not less than eight inches by 10 inches in size, to be posted in a conspicuous place on said property.

(Added by Ord. 16-71, App. 1/26/71)

SEC. 400.4. CONTENTS OF NOTICE.

Such notice shall direct the owner to remove such rubbish or debris in such manner as the said Director of Public Works may determine and direct, from said portion of said unpaved street, avenue, lane, alley, court or place, to the center line thereof, or said portion of said sidewalk in front of said property, and shall further specify that, if the removal of rubbish or debris is not commenced within five calendar days after notice is given as aforesaid and prosecuted to completion diligently and without interruption, the Director of Public Works shall remove or cause to be removed such rubbish or debris and the cost of the same shall be a lien on such property.

(Added by Ord. 16-71, App. 1/26/71)

SEC. 400.5. DIRECTOR OF PUBLIC WORKS TO REMOVE RUBBISH OR DEBRIS IF OWNER FAILS TO DO SO.

If the removal of rubbish or debris is not commenced and prosecuted to completion with due diligence, as required by said notice, the Director of Public Works shall remove or cause to be removed the rubbish or debris. The cost of such removal shall be an obligation to the City and County of San Francisco owing by the owner of the adjacent property, and the City and County shall have a lien on the adjacent property. Both such obligation and lien shall be subject to the provisions of Sections 400.6, 400.7, 400.8, and 400.9 of this Article.

(Added by Ord. 16-71, App. 1/26/71)

SEC. 400.6. NOTICE OF COST AND CLAIM OF LIEN, AND RECORDING OF LIEN.

Upon completion of the work of removing the rubbish or debris, the Director of Public Works shall ascertain the cost thereof, apportioning the same if the area from which the rubbish or debris is removed is next adjacent to more than one lot of land. The owner of such lot of land shall thereupon be obligated to the City and County of San Francisco in the amount of such cost of removal of rubbish or debris and the City and County shall thereupon have a lien for such cost of removal of rubbish or debris upon any such lot of land until payment thereof. On ascertaining the cost of removal of rubbish or debris as aforesaid, the Director of Public Works shall cause notice thereof to be mailed in the manner herein provided for mailing notice to remove rubbish or debris, which notice shall demand payment thereof to the Director of Public Works, and shall give notice that a lien therefor has been recorded.

(Added by Ord. 16-71, App. 1/26/71)

SEC. 400.7. RECORDING OF LIEN.

Upon ascertaining the cost of removal of rubbish or debris as described in Section 400.6 hereof, the Director of Public Works shall file in the office of the Recorder of the City and County of San Francisco a verified claim containing a particular description of the property

subject to such lien, the place and general nature of the work of removing rubbish or debris for which lien is claimed, the dates of mailing or delivery of notice to remove rubbish or debris and cost of the removal, the name of the owner of the property as aforesaid and the amount of the lien claimed.

(Added by Ord. 16-71, App. 1/26/71)

SEC. 400.8. COLLECTION BY BUREAU OF DELINQUENT REVENUE.

Ninety days after the mailing of the notice described in Section 400.6 hereof, the Director of Public Works shall transmit to the Bureau of Delinquent Revenue a statement of each unpaid cost of removing rubbish or debris. The Bureau shall endeavor diligently to collect the same on behalf of the City and County by foreclosure of the lien therefor or otherwise. Any and all amounts paid or collected shall replenish the revolving fund hereinafter provided.

(Added by Ord. 16-71, App. 1/26/71)

SEC. 400.9. RELEASE OF LIEN.

On payment of any such claim of lien, the Director of Public Works shall release such claim of lien and file the release in the office of the Recorder of the City and County of San Francisco.

(Added by Ord. 16-71, App. 1/26/71)

SEC. 400.10. REVOLVING FUND.

A fund shall be provided to cover initially the cost of removal of rubbish or debris as provided in Section 400.5 hereof, said fund to be a revolving fund and replenished by appropriations and by all moneys paid or collected for rubbish or debris removal and liens therefor as herein provided.

(Added by Ord. 16-71, App. 1/26/71)

SEC. 401. REPAIR OF TEMPORARY ROAD OR STREET.

Notwithstanding any other provision contained in this Article the Director of Public Works shall have power and it shall be his duty to repair, out of funds as may be from time to time appropriated or set aside for the purpose, any temporary road or street which has been constructed by this City and County with public funds.

SEC. 405. APPLICATION-INVESTIGATION-PERMIT.

Application for permission to do any street work in or upon any unaccepted public street in the City and County of San Francisco by private contract must be made in writing to the Director of Public Works, which application shall contain a comprehensive description of the work to be done. Said Director shall thereupon investigate such application, and if after investigation the Director determines that the public interest or convenience requires the doing of the proposed work and that the same is expedient and will not be productive of detriment to the public safety or convenience, he is hereby authorized to grant permission for the doing of the same as applied for or as modified by the direction of the City Engineer, subject to the conditions and provisions in this Article hereinafter prescribed and provided.

SEC. 406. PERMISSION WHEN GRANTED-PROCEDURE.

(a) **Owners of All Frontage Enter Into Contract.** No permission for the doing of any street work in or upon any unaccepted public street in the City and County of San Francisco, except in the case of main sewer construction, or the improvement of a street crossing or intersection as hereinafter provided for, shall be granted in pursuance of the provisions of this Article, unless the owners of all of the improvable frontage on a block of the street whereon or wherein such work is proposed to be done, or the authorized agents of such owners, shall have entered into a written contract for the doing thereof, then and in such case said Director may grant permission for the making of same.

(b) **Prior Proceedings Instituted by Owners of 60 Percent of Frontage.** Provided, however, that if the applicant for a permit to do any street work in or upon any unaccepted public street shall, subsequent to the 28th day of January, 1935, obtain contracts for the doing of said work from the owners, or authorized agents of the owners, of 60 percent or more of the frontage upon a street, between main intersections, proposed to be improved, as delineated upon a diagram accompanying the application, then the Director of Public Works shall, within 30 days after receipt of the application, accompanied by said contracts, or photostatic copies thereof, institute public proceedings, in accordance with the provisions of Article 6 of this Chapter, for the improvement of the portion or portions, between said intersections, of the street proposed to be improved, for which applicant filed no contract or contracts.

(c) **Procedure for Public Work-Permit for Private Work.** If the order of the Director of Public Works requiring the improvement of the portion or portions of the work not included in the private contract or contracts, be sustained by the Board of Supervisors, then the Director of Public Works shall call for bids for the construction of the portion or portions ordered done under public proceedings, and when the Director of Public Works shall award the contract for the portion of the work to be done under public proceedings, the Director of Public Works shall at the same time issue a permit to the contractor who has filed the contract or contracts for the balance of the work on the particular project.

(d) **Bids May Be Rejected and Proceedings Dismissed.** Whenever in the opinion of the Director of Public Works, there are not a sufficient number of bids to constitute free and satisfactory competition for the contract under public proceedings, the Director of Public Works shall reject all bids and dismiss public proceedings.

(e) **Underground Service Facilities.** Any contract herein authorized shall include provision for all necessary underground service facilities.

SEC. 407. SEWERS, WHEN IMPROVEMENT MADE BY PRIVATE CONTRACT.

Where the construction of a main sewer is deemed by the Director of Public Works and the City Engineer to be necessary in any block proposed to be improved by private contract, then and in such case no work, except grading, involving the construction of a pavement on such block, shall be permitted to be done until such main sewer shall have been constructed with side sewers and other appurtenances as in this Section hereinafter provided for and regulated.

Where a main sewer has already been constructed in a block and side sewers and other appurtenances to such main sewer are deemed necessary by the said Director and City Engineer, the construction of the same shall be conditioned for in the private contract in this Article referred to.

In the case of the construction of a main sewer in any block, no permission for the construction of the same by private contract shall be granted unless such contract is signed and conditioned for the construction of such sewer for its entire serviceable length between the main street crossings, or main street intersections, as may be determined by the City Engineer, with side sewers and other expedient and essential appurtenances as may be required by the City Engineer, under such regulations as may be prescribed by him, and approved by the Director of Public Works.

SEC. 408. PROVISIONS NOT APPLICABLE.

The provisions of Sections 105 to 113, inclusive, of Article 4 of this Chapter regulating the construction, reconstruction or repair of private side sewers or drains and the connection thereof with main public sewers, shall not be deemed applicable to the construction of side sewers by private contract under and pursuant to the provisions of this Article.

SEC. 409. IMPROVEMENT OF PUBLIC STREET CROSSINGS.

Permission for the improvement of a public street crossing or intersection shall not be granted unless the owners of at least a majority of the frontage of the lots and lands liable for the cost thereof, or the authorized agents of such owners, shall have entered into contract therefor, such frontage being determinable according to method provided in the Improvement Act of 1911 of the State of California as said act provides on the 28th day of January, 1935, for determining the frontage liable for the improvement of street crossings or intersections.

SEC. 410. APPLICATION, WHAT TO ACCOMPANY-VERIFICATION.

Two original contracts, or two photostatic copies of the original contract, for the doing of any proposed street work pursuant to the provisions of this Article shall accompany the application for permission to do the proposed work together with a diagram showing thereon the lots and lands signed for by the respective owners thereof, or by their agents, as indicated in such contract and the respective frontages so signed for; and to such contracts accompanying such application there shall be attached affidavits sworn to before a notary public that the signatures of said owners or their agents respectively appearing in such contracts, are genuine, and were to the actual knowledge of affiant subscribed by said owners or said agents, respectively, and that the frontage set opposite the said signatures, severally, is correct according to affiant's best information and belief.

SEC. 411. APPROVAL-TIME LIMITATION-CERTIFICATE OF COMPLETION.

The work proposed to be done under such private contract must be of a class or type approved and recommended by the City Engineer. Such work must be done under the direction and to the satisfaction of the Director of Public Works and the materials to be used therein must be in accordance with specifications adopted by the Director of Public Works for similar work, and be to the satisfaction of the Director of Public Works.

The Director of Public Works shall fix the time within which the work shall be completed which time shall begin to run from the date of the order of said Director granting the permission for the doing of the same.

When the work shall have been completed to the satisfaction of the City Engineer and the Director of Public Works, the said Director shall so declare by order, and thereupon deliver to the contractor a certificate to that effect.

SEC. 412. FAILURE TO COMPLETE WORK WITHIN LIMITED TIME.

In case the work to be done by private contract, as hereinbefore provided for, shall not have been completed within the time limited in the order of permission or within such extended time as may be granted by the Director of Public Works, then said Director shall by order revoke the permission theretofore granted for doing such work.

SEC. 413. SURETY BOND OR CERTIFIED CHECK REQUIRED.

No permission for doing any street work by private contract under and pursuant to the provisions of this Article shall become effective until the contractor covenanting to perform the same shall have executed to the City and County of San Francisco, and delivered to the Secretary of the Department of Public Works a bond in such amount as may have been fixed in the order of the said Director, granting such permission, with some surety company authorized to do business in the State of California as surety thereon, conditioned for the faithful performance of the contract, or shall have deposited with the said Secretary a certified check upon some solvent bank for the said amount as a guaranty for such performance. Before entering upon the performance of any work in this Article provided for, the contractor covenanting to do such work shall also file with the Director of Public Works a bond, with some surety company authorized to do business in the State of California, as surety thereon, to be satisfactory in all respects to said Director, in a sum not less than $\frac{1}{2}$ of the total amount payable by the terms of the contract, conditioned for the payment of all materialmen and employees under the contract. In lieu of such bonds or certified check, any contractor may deliver to said Secretary a bond in the sum of \$25,000, with some surety company authorized to do business in the State of California, as surety thereon, conditioned for faithful performance of any and all private contracts authorized to be performed by him in pursuance of the provisions of this Article, and for the payment of all materialmen and employees under such contracts. Such last-mentioned bond must be satisfactory in all respects to said Director and shall be renewed annually.

SEC. 414. LIABILITY NOT AFFECTED BY ASSIGNMENT OF CONTRACTS-RECORDATION-NOTICE.

No assignment or transfer of a contract authorized or provided for in this Article, or of any rights thereunder, shall operate to relieve the surety or sureties on any bond executed in connection with such contract, as herein provided for, from the obligations or liabilities assumed in and by such bond, nor change or in any manner or degree qualify such obligations or liabilities. All such assignments or transfers of contracts must be recorded in the County Recorder's office and due notice thereof given to the Director of Public Works.

SEC. 415. INVESTIGATION OF SIGNATURES.

The Director of Public Works may institute such inquiry as he deems proper for the purpose of determining the authenticity of the signatures appearing on a private contract, or the authority of the parties thereto to sign same.

SEC. 416. IMPROVEMENT BY INDIVIDUAL OWNER.

Nothing in this Article shall be construed as prohibiting the Director of Public Works from granting permission to an individual owner or his duly authorized agent to improve a public street in front of his property, if in the judgment of the City Engineer and said Director such improvement be deemed advisable and expedient, and the public interest or convenience requires the same. It shall be unlawful for any person, firm or corporation to commence or proceed with the construction of street improvement works within the City and County of San Francisco, unless a permit therefor shall have been first obtained from the Department of Public Works, unless the Director of Public Works decides that no permit is needed.

Before the issuance of such permit the applicant therefor shall be required to pay to the said Department, as a processing fee, the sum of \$160 for each permit.

(Amended by Ord. 401-87, App. 9/26/87)

SEC. 417. EXISTING CONTRACTS CONFIRMED.

The provisions of this Article shall not be deemed in any way to affect any of the matters provided for in Article 6 of this Chapter for the improvement of streets by public contract and assessment of the cost thereof against private property.

This Article, however, shall not in any manner be held to affect any private contract heretofore in force and effect in pursuance of the provisions of Ordinance No. 7169 (New Series) and ordinance amendatory thereof, which provisions shall be deemed applicable until the completion of every such contract.

SEC. 422. UNDEDICATED STREETS-SALE OF LOTS PROHIBITED.

No person, firm or corporation shall sell or offer for sale any lot or lots facing on a street or streets not heretofore opened and dedicated to public use, unless the name or names of such streets have been previously submitted to the Department of Public Works and such department has approved such name or names.

SEC. 423. OBJECTION TO SIMILAR NAMES.

It shall be the duty of the Department of Public Works to object to the name of any proposed street similar to one already dedicated, unless the new street can be an extension of the latter, and also to object to any name that may be so similar as to lead to confusion. In neither case the person, firm or corporation that submitted the name or names which were objected to shall submit other names not open to the same objection, and shall not sell or offer for sale any lot or lots on such proposed streets until the names thereof have been approved by the Department of Public Works.

SEC. 424. PENALTY.

Any person, firm or corporation violating any provisions of Sections 422 and 423 of this Article shall be punished by a fine of not more than \$100 or by imprisonment in the County Jail not exceeding 30 days, or by both such fine and imprisonment.

**ARTICLE 10:
[RESERVED]**

EXHIBIT 19



- Not all public rights-of-way are “accepted” for maintenance
- Those not accepted are the responsibility of the adjacent property owner; the rest are City responsibility

-
- Total Street Segments in San Francisco: 16,284
 - Street Segments Maintained by City: 13,058
 - Unaccepted Street Segments: 3,635

-
- Total Stairways in San Francisco: 195
 - Stairways & Structures Maintained by City: 161
 - Unaccepted Stairways: 34

The Capital Plan and Budget do not fully fund the needs of the accepted rights-of-way.

EXHIBIT 20

Street Parks Program



Street Parks is a partnership between DPW, the [San Francisco Parks Alliance](#) and the residents of San Francisco to develop and create community managed gardens on public rights of way owned by DPW.

The Street Parks program transforms vacant lots into gardens, trash and illegal dumping spots into greenery, and hillsides into parks. Since its inception in 2004, 100 community gardens have been developed and many more are in progress.

What is a public right-of-way?

Public rights-of-way are streets, unaccepted streets, sidewalks, medians, stairways, circles and triangles that are public space.

Where is there available land?

Land is scattered all over the city of San Francisco. In general these sites are DPW-owned sidewalks, stairways, median strips, traffic circles and vacant land. Check on [The Parks Alliance website](#) for a Parcel Map to see who owns the land.

Who pays for the improvements?

Neighborhood groups are encouraged to apply for grants from public and private funding sources for materials. Costs for improvements are off-set by volunteer participation and support from The Parks Trust and DPW.

How do I start greening a public open space in my neighborhood?

- Identify DPW-owned public right-of-ways in your neighborhood
- Read the Street Parks Guidelines at [The Parks Alliance website](#) to better understand the scope of Street Parks projects.
- Apply on-line by filling out the Street Parks Application and we will schedule a meeting with you once we receive your application.
- Contact neighbors and organize a planning meeting to create your Street Park.
- Create a drawing of your proposed improvements.
- Review the planting list and decide what you would like to include in your park.

- Create a budget.
- Share your plans with the neighborhood through community meeting or flyers so all neighbors are aware and agree with the plan.
- Submit your plans to DPW for approval.



The Street Parks Program applies to:

- Unaccepted streets. These are public areas where private property owners are responsible for maintenance.
- Medians-safety permitting.
- Public rights-of-way.

How the Street Parks Program Works

- Resident (aka Steward) locates a site there are interested in planting/developing and maintaining for at-least 3 years. Ideally within close proximity to their home (1-3 blocks).
- Fill out **application** for Street Parks program, then submit to SFPA
- SFPA will contact you to set up a site meeting between the applicant, DPW and SFPA at the site.
- DPW will confirm the property owner and ensure the land is safe and suitable for development.
- Once confirmed, Steward is responsible for scheduling a meeting with adjacent and neighboring property owners/residents using the meeting template provided by SFPA/DPW. **All residents/property owners who may be impacted by the site because they can view the site, can hear work or people at the site should be invited to initial meeting.** SFPA/DPW representatives will try to attend the first meeting, but will not necessarily attend subsequent meetings.
- At the initial meeting the agenda should include: 1) Introduction of Steward, 2) Overview of Street Parks Program, 3) informal assessment of participant interest and skills that can be brought to the project. Depending on the dynamics of each group. 4) A basic idea of the type & scope of development should be discussed and concerns should be brought up at this time. 5.) Community should discuss how they plan to maintain the site for at-least 3 years. Maintenance includes, but is not limited to cleaning, weeding, planting and watering- 6) Fundraising – it is the responsibility of each Steward or Street Park group to raise enough funds to complete the project. Before design plans begin, the group should decide how much grant writing and fundraising they are willing to do 7) Someone should take notes and everyone should provide their email address/contact information for future meetings. 8) Plan next meeting and/or site clean up.
- Depending on the group, obstacles involved in development, funding and design – it could take up to 1 year for a neighborhood group to decide on the plan for their open space. Once, all neighbors need to agree on plan (landscape design, plant list, irrigation plan, maintenance plan), the plan must be submitted to the Department of Public Works Street Parks Program for approval before any work can be completed.
- All information going out to the community regarding the land must include the Department of Public Works name and/or logo. SFDPW logos must also be used on all printed materials, signs and banners. Such items must also be approved by the Department of Public Works **before** they are sent to neighbors/residents or displayed to other community members. For details about howto apply for the Street Parks Program, please click [here](#).

Benefits

- Transforms vacant lots into garden-parks, and trash and illegal dumping into greenery
- Reinforces City efforts to maintain public rights-of-way
- Supports and enhances public land use, community control of and engagement in local green open spaces
- Makes a statement to others about the community's long-term commitment to the area and to preserving open land in the neighborhood
- Beautifies neighborhoods and enhances the value of neighborhood properties
- Builds community, provides recreation and is fun and rewarding

Results

Since its inception in 2004, 35 community gardens have been developed and 64 more are in progress. View a list of completed Street Parks and gardens in progress [here](#).

Resources

Click [here](#) to find out more information on what is available to develop your street park.



Contact Us

If you have any questions, please contact us.

Department of Public Works
Community Programs
2323 Cesar Chavez St., Bldg. A
San Francisco, CA 94103
(415) 695-2114

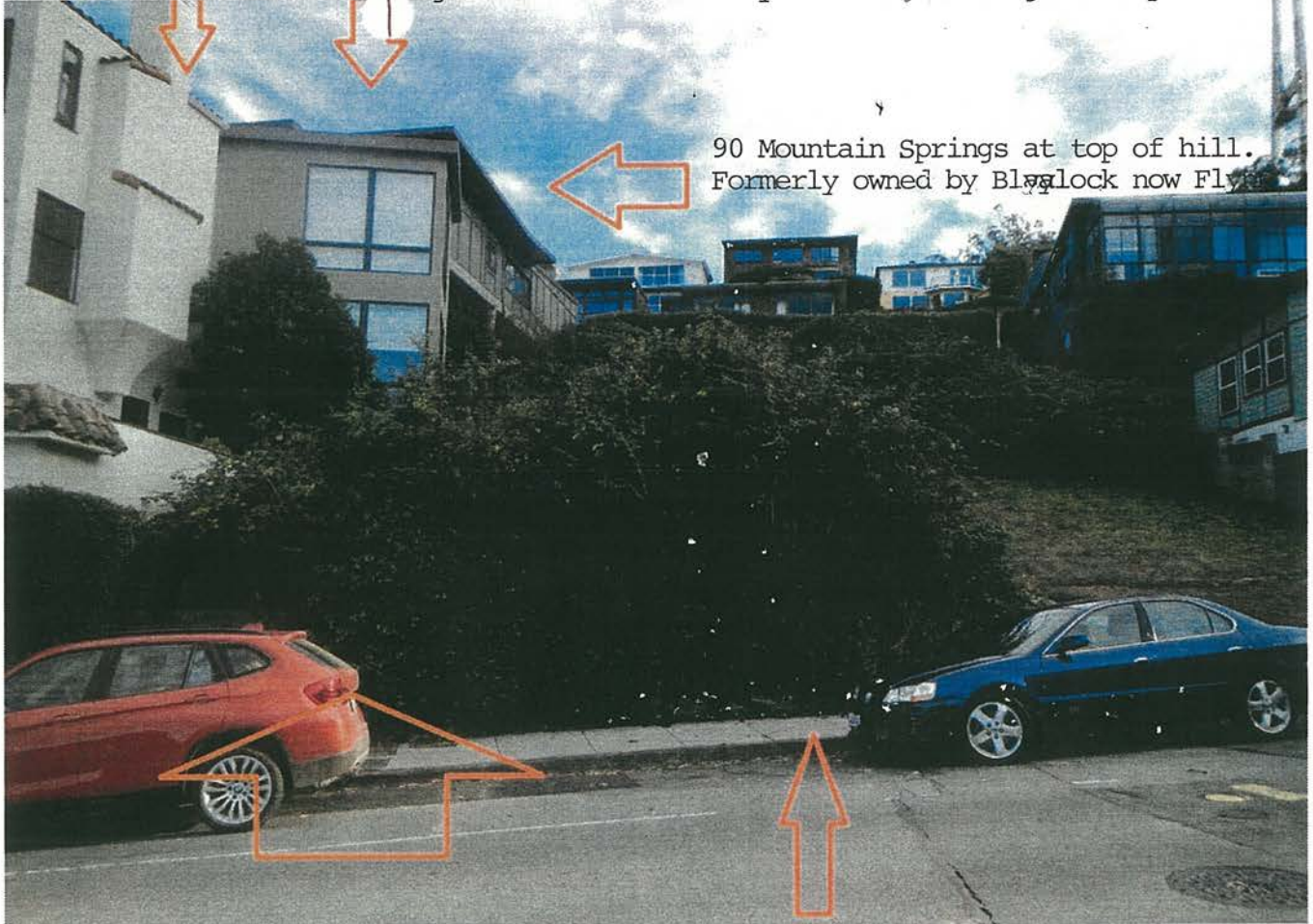
If you have questions about the program and the application process, please contact [San Francisco Parks Alliance](#) by mail, email or phone.

Street Parks Program
Call: 415-621-3260
Email: Julia@sfparksalliance.org
Ext: #105
Mail: San Francisco Parks Alliance
451 Hayes Street
San Francisco, CA 94102

EXHIBIT 21

MATULA 99 Clarendon Ave

Subject site at 1410 Stayan Street (facing unaccepted street)



90 Mountain Springs at top of hill. Formerly owned by Block now Fly

Area proposed for new 15' wide sidewalk going up very steep hill. Will require destroying most of remaining greenery. The new walkway will be directly adjacent to the Matula home. Note large Comcast electrical box hidden behind car will be in the center of the new sidewalk.

View looking due south from Clarendon Ave., showing full expanse of the unaccepted portion of Stayan Street.

EXHIBIT 22

RECEIVED
BUREAU OF STREET USE & MAPPING

JUL 29 2014

DEPT OF PUBLIC WORKS

FL FLOW LINE
 FF FINISH FLOOR
 TC TOP OF CURB
 BW BACK OF SIDEWALK
 T.O.W. TOP OF WALL
 T.O.S. TOP OF SLAB

APPROVED
 PUBLIC WORKS STREET USE & MAPPING
 PERMIT # 141E-0730
 REVIEWER: AE
 DATE: 8/7/14

ISSUE DATE:
 DRAWN BY:
 JOB NO:



1410 STANYAN STREET
 1410 Stanyan Street
 San Francisco, CA

SHEET TITLE: -

STREET IM
PROPOS

SHEET NO.

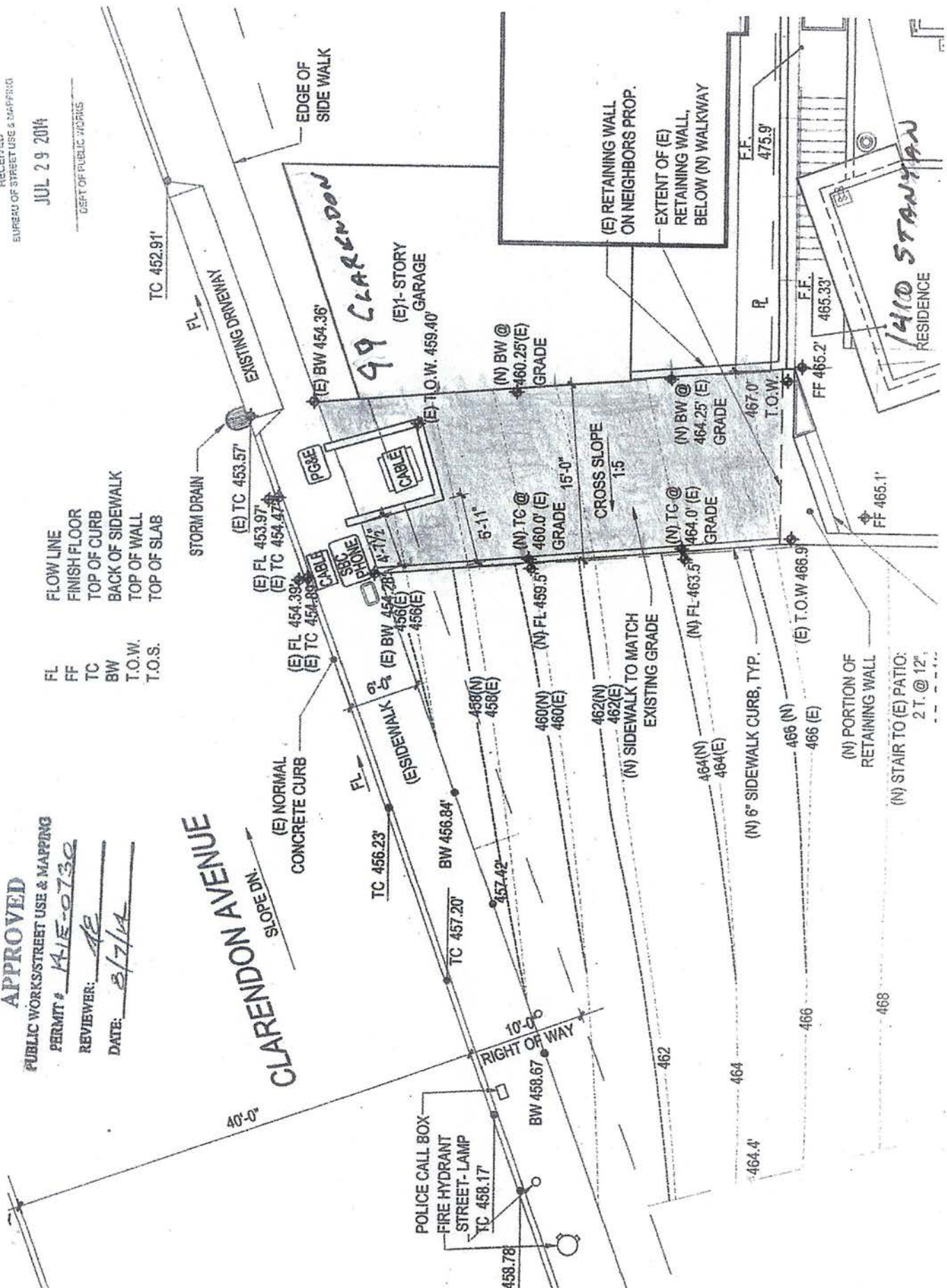


EXHIBIT 23

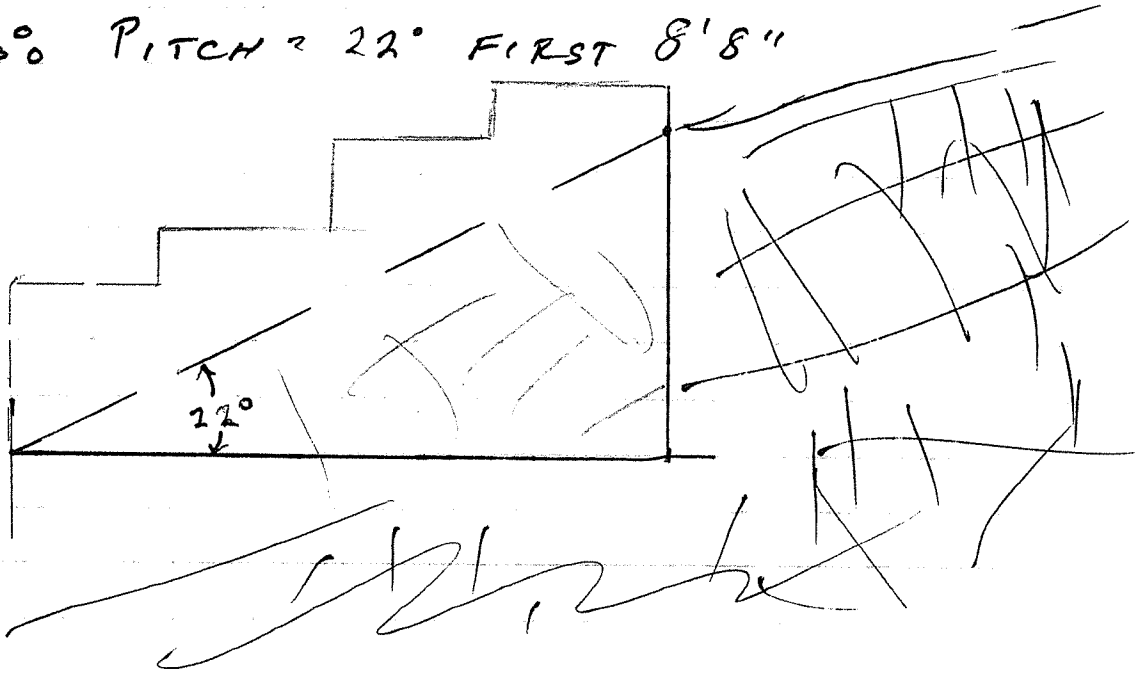
SOUTH OF CLARNDON

COMCAST 8'8" DEEP

HEIGHT 4'11"

SOIL LEVEL @ 4'4"

0° PITCH = 22° FIRST 8'8"



NORTH OF CLARNDON

SIDEWALK WIDTH = 55" WITH EDGING
5 1/2" CONCRETE



ELEVATION, 2014

AUGUST 2014

ELEVATIONS:

2^d FI 488.0

1st FI 474.5

BASINENT (-10'6") ∴ 10.5 = 464' ELEVATION

AT CLARK where old cable box
ELEVATION 454.47 TO 466.77 base of...

MAP/DRAWING #

SITE PLAN 5/26/04

Clouder Elevator 454.36

TO 466.77 = Δ 12.41

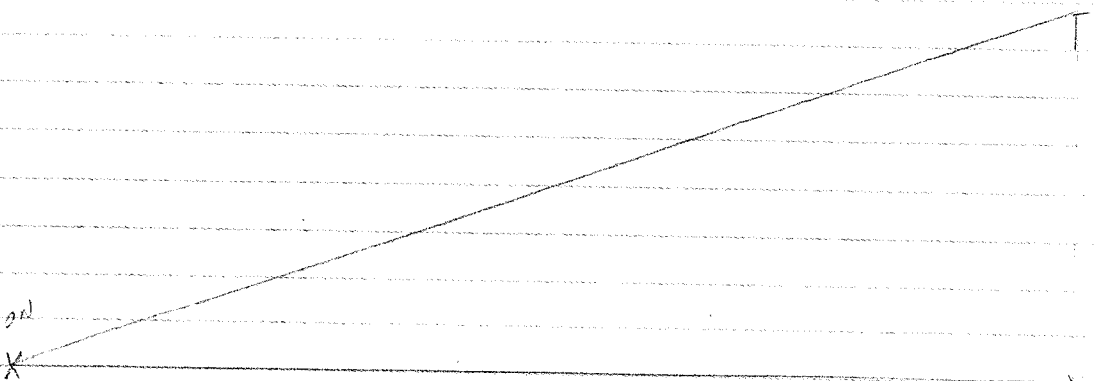
35.17 TO

LENGTH = 35.23 (MERIDIAN)

140.7
x
42.54



454.36



12.41'

35.23'

CLARKSON
X

216° DEGREES

EXHIBIT 24



EXHIBIT 25

SF CA 94103

phone (415) 554-5810

fax (415) 554-6161

Nick.Elsner@sfdpw.org

From: Elsner, Nick

Sent: Wednesday, August 27, 2014 3:14 PM

To: Power, Andres

Cc: Sanguinetti, Jerry

Subject: RE: 1410 Stanyon - DPW Ignores the wishes of the people, our elected officials, and the democratic process.

Thanks Andres; no they won't be cutting into the hill; they will be removing most of the existing plant cover, but the 15' sidewalk is essentially going to be constructed in the vicinity of where the existing Comcast service box was placed; thus, leaving a clear path of travel of 4'-7" of this total 15' width – we previously checked with Comcast and they informed us that this Comcast box could not be moved without interrupting service to the entire neighborhood....we didn't want to go there.

EXHIBIT 26

Undeveloped Stanyan Street as It Is Today

The 1300 block of Stanyan Street, to the north of Clarendon Avenue, contains five houses accessible via a stairway from Clarendon. A small portion of the stairway is shown in the inset. The stairway is cooperatively maintained by the five neighbors. The property at 1410 Stanyan, south of Clarendon, is currently accessible via an illegally built footpath from Clarendon Avenue. This is not in conformance with the approved plan showing access from Mountain Spring Avenue



"A" Shows Area Where New "Sidewalk" Will Be Cut Into Steep Hillside Into Greenery

EXHIBIT 27

**EXHIBIT 27 WAS REJECTED BY BOARD STAFF AND REMOVED FROM THIS BRIEF
BECAUSE IT CONTAINS ADDITIONAL PAGES OF ARGUMENT THAT EXCEED
THE 12 PAGES ALLOWED UNDER THE RULES OF THE BOARD**

San Francisco Board of Appeals

Appeal Number: 14-146

BOARD OF APPEALS

OCT 23 2014

APPEAL # 14-146

PERMIT HOLDER'S BRIEF

Prepared for KM 26th Street Properties LLC, Permit Holder

by

Mark Brand Architecture

681 Harrison Street

San Francisco, CA 94107

(415) 543-7300

Appeal Title: Matula vs. DPW-BSM

Subject Property: 1410 Stanyan Street

Permit Type: Street Improvement Permit

Permit Number: 14IE-0730

Permit Holder's Brief

San Francisco Board of Appeals

Appeal Number 14-146

Submitted October 23, 2014

INTRODUCTION

My name is Mark Brand and I am the architect for 1410 Stanyan Street. The proposed legislated sidewalk that is the subject of this appeal will provide necessary, state-entitled, pedestrian access to 1410 Stanyan Street from Clarendon Avenue. The plans for 1410 Stanyan Street spent several years in the Planning Department's pipeline. The delays in the permitting process were due to repeated attempts to block construction of the house by Dr. and Mrs. George Matula, the appellants in this case, and other neighbors.

Our client, Kieran Woods, and I have been meeting with the Matulas and other neighbors since 2004. Over the years, we have made numerous design changes and concessions as good neighbor gestures to respond to the Matulas' concerns. Despite our efforts to work with them, they are attempting to block our efforts to provide reasonable, necessary and state-entitled access to 1410 Stanyan Street, located at Block 2706, Lot 35.

HISTORY

We were hired by Kieran Woods in 2003 to design a house for the subject property and made the permit application in 2004. We have been meeting with the neighbors of the project since 2004. Since they first received notification of our building permit application, the neighbors at 99 Clarendon Avenue (Dr. and Mrs. George Matula) have sought modifications to

our original design. We factored many good neighbor gestures into our original design. (Please see Section 3 in EXHIBIT 1) and we subsequently made additional modifications to the design to further lessen the impact on their house. Nonetheless, they remained opposed to our project and hired an attorney (Steven Williams) to fight the project and poisoned neighborhood opinion against us and the project. At a Discretionary Review hearing in 2005, the Planning Commission supported our project by a 5 to 2 vote because the design was good, fit in with neighborhood character and incorporated appropriate good neighbor gestures. (Please refer to the Findings in EXHIBIT 2.)

The approved plans for this house included parking for two cars. However, in order to access the approved garage it was necessary to obtain an encroachment permit from DPW to drive across an unbuilt portion of Stanyan Street. Because the adjacent neighbors at 99 and 115 Clarendon did not sign off on this encroachment, it became a Major Encroachment and automatically went to the Board of Supervisors for review. At the Board's Land Use Committee in 2006, only two out of three committee members were present and they decided to table the application. With the application unable to move forward, parking was no longer possible. Therefore we sought and obtained a parking variance, which was approved in August 2006 (EXHIBIT 3). An appeal to the parking variance was filed by neighbor Mark Courey and denied 5-0 in October 2006. (Please see the vote count on page 6 of EXHIBIT 4.) We then applied for a Minor Encroachment Permit for stairs in the right-of-way from the house to Mountain Spring Avenue. This was considered a Minor Encroachment because it was approved and signed off on by the adjacent neighbor. A hearing was held in October 2008 and the Minor Encroachment Permit for the stairs was approved (EXHIBIT 5).

In April 2010, as he prepared to begin construction on the house, Kieran Woods reached out to the Matulas and began negotiations with them in an effort to alleviate their concerns about the design of the house. On July 12, 2010, the Matulas and Kieran Woods signed an agreement in which Kieran agreed to numerous additional good neighbor gestures including modification of the design of the house, a slight reduction in its size, changes in materials and colors and using obscure glass in certain locations. In the agreement, the Matulas also agreed to end their attempts to block construction of the house. EXHIBIT 1 is a copy of this agreement. It was signed by the Matulas and Kieran after the last date possible for the Matulas to file another appeal.

In January 2013, construction of the house was complete and Kieran realized how impractical it would be accessing the house by stairs from Mountain Spring Avenue. He had put the house on the market and did not get any buyers and decided to reach out to the neighbors to see if he could get them on-board with the idea of a driveway, now that the house was built. We all felt that the house was of good design and quality (Please see testimonials and photographs in EXHIBIT 6) and hoped that now that it was built, the Matulas and other neighbors could be reasoned with. Perceiving that the Matulas had some sort of vendetta against me (Mark Brand, the architect) he hired other representatives to help him reach out to the neighbors. They (Kieran and his representatives) hoped there could be a shared vision that Kieran and the community members could be happy with. They listened closely to the concerns of over 40 neighbors who attended the meeting. In March 2013, they held a follow up meeting with the neighbors, showing them how we incorporated their ideas for a community garden, with publicly accessible off-street parking in the public right-of-way and a driveway to 1410 Stanyan Street. (Please see the multiple design iterations in EXHIBIT 7). Many neighbors felt that the off-street parking had too

much concrete. Of the more than 30 neighbors in attendance, 15 seemed to express a desire to support the driveway with as small a footprint as possible.

The following month, April 2013, Kieran and his representatives met with the neighbors again, showing them a final concept with a turntable in front of 1410 Stanyan Street, a small community garden and no off-street parking (EXHIBIT 8). The turntable eliminated the need for a hammer head turnaround that had been part of the earlier designs, reducing significantly the area of concrete. In response to the neighbors' comments, we also minimized and narrowed the footprint of the driveway and eliminated pedestrian steps. More than 20 neighbors attended this meeting. Following this meeting, we submitted this design to DPW for a Major Encroachment Permit, which was approved in January 2014. Unfortunately, issuance of the permit would have required approval by the Board of Supervisors. The Board of Supervisors ultimately did not approve the driveway.

Since a stair from Mountain Spring would be impractical and the political reality was that a driveway from Clarendon Avenue would be next to impossible, Kieran chose to have only pedestrian access to the house, via the legislated sidewalk.

RESPONSE TO APPELLANT'S BRIEF

The Appellant's Opening Brief that was submitted on October 10, 2014 contains factual errors and incomplete information. Their "historical" account is high on emotional language, but lacking in hard facts.

In their recounting of the project's history, they state that neighbors were shocked and thought that Lot 35 (1410 Stanyan Street) was part of the neighboring Lot 51 at 90 Mountain Spring Avenue. However, the neighbors did, in fact, know that Lot 35 was a separate lot from

Lot 51. When the Blaylocks (previous owners of Lot 51) purchased Lot 35 and Lot 51 from Eleanor Long in 1994, Long explained that she and her husband bought Lot 35 because they did not want someone else to develop it and block their view. They, along with the rest of the neighbors, knew that Lot 35 was a developable lot, and that eventually someone would build on it. In fact, at the time the Longs purchased Lot 35, they proposed that all of the surrounding neighbors might go in together to buy Lot 35 and preserve it as a shared yard/open space. But none of the neighbors, including the Matulas, were interested in this proposition.

The Appellants say that they perceived deception by our client after our application was submitted to the building department. Our application and the subsequent Section 311 neighbor notification followed typical San Francisco Planning Code procedures. No deception was involved. This sort of language on Williams' part is inflammatory and unhelpful in understanding the facts.

Their account continues saying that there was confusion over the legality of the Lot 35. Neither the City, the Planning Commission nor Developer were confused about the legality of the lot. In fact, Lot 35 was well known to the neighbors, as explained above. Lot 35 appears in the Planning Information Database (EXHIBIT 9) and on the city's block plan dated 2001 (EXHIBIT 10), well before our application submission. The Appellants also describe Lot 35 as substandard and oddly configured. The fact that the lot is substandard is moot, as many of the lots in Block 2706 are substandard being less than the standard 33 foot width and 4,000 square feet area (EXHIBIT 10), described in Section 121 of the Planning Code. The lot is not oddly configured. It is a rectangle.

The Appellant's brief mentions a General Plan Referral letter issued by Sandra Soto-Grondona and accuses our client of "private back-door lobbying." Our client was—in this case—

the one shocked and blindsided by the negative tone of the General Plan Referral since our project had already been approved at every prior step. We met with Dean Macris, the Planning Director, Larry Badiner, the Zoning Administrator, and Planner Steve Shotland to better understand why this letter was issued for a project that had already been approved by the Planning Commission. After the meeting, we made changes following the recommendations of the Planning Director and Zoning Administrator after which the General Plan Referral letter was rewritten and signed by Director of Planning Dean Macris with recommendation of approval (EXHIBIT 11).

Their historical account then says that the Board of Supervisor's Land Use Committee unanimously overturned DPW Order 176,822. What they fail to mention, however, is that the Land Use Committee was composed of 3 members. One of those members, Sophie Maxwell, mysteriously left without any explanation before hearing our case. The two remaining members of the Land Use Committee tabled the order. This was not a unanimous decision of the Board and only the vote of two members of the Board who may have been influenced by "private back-door lobbying."

The account continues, exaggerating the description of a stair and flattened area proposed as part of a variance request from the requirement of off-street parking as a "huge configuration" carving out an "over-sized 'landing area'" out of "public green space" for a landing. The proposed stair was 4 feet wide and a straight run - the most direct route to the house. The landing created a flat area in front of the house only as wide as the legislated sidewalk. The stair and landing do not reduce public open space at all (EXHIBIT 12). The "public green space" referred to by Williams is basically an impenetrable thicket of brambles which prior to our application for a driveway had never been maintained by the neighbors.

Later, the appellant twists the words of an approval from the Department of Public Works, saying, “The requirement of consent under Article 9 is noted in the DPW order granting access from Mountain Spring.” What the appellant does not mention is that the consent requirement was only for that specific application submittal. (Please see Item 3 wording “...this application submittal...” in EXHIBIT 13.)

The appellant only briefly mentions that they and Kieran signed a settlement shortly after the building permit was issued. They failed to mention, however, that Kieran voluntarily reached out to Dr. and Mrs. Matula, making changes to the design of the house, reducing its size and changing materials to be a good neighbor. Multiple settlement agreements were proposed, including one in which the Matulas had asked for \$60,000 plus liquidated damages in exchange for no longer opposing the construction of a driveway from Clarendon Avenue. (Please see Sections 4 and 17 in EXHIBIT 14). In the settlement agreement that was finally signed, the Matulas said they would not oppose the construction of the house. Kieran made these concessions not only to avoid another appeal, which we believe would not have stopped the project, but also to improve the relationship between himself and the Matulas.

Further in their brief, the appellant says that they granted temporary construction access through Stanyan Street as part of the settlement agreement. The appellant has no authority to grant access across public land to any private party.

Concerning a decomposed granite walkway that the appellants say was illegally constructed, Kieran installed the temporary walkway due to muddy conditions and safety concerns. Upon realizing that a permit was required to put in this temporary, decomposed granite walkway, he immediately applied for and obtained a permit to make it legal (EXHIBIT 15).

The appellant posits that Kieran never had any intention of building the stair from Mountain Spring. If Kieran is guilty of anything, it's that he may have been overly optimistic that the process of construction, as well as the final built house, would prove to the neighbors that he is an upstanding person and that his intention was to build a beautiful building that would positively contribute to the neighborhood's built environment. Once constructed, he hoped he could re-engage the neighbors and see if they would be open to the driveway from Clarendon, given that the final product was not the monstrosity it was made out to be.

RESPONSE TO APPELLANT ARGUMENTS

1. The appellant cites Section 406 in Article 9 of the San Francisco Public Works Code as reason to overturn the approved permit for the sidewalk. They cite requirements for written consent from frontage owners.
 - a. Section 406 applies, however, to the construction of streets that could potentially be city-maintained, not sidewalks. According to the Department of Public Works, this process has not been implemented since Mullen Avenue was approved in Bernal Heights in the 1980s.
 - b. Furthermore, a 15' sidewalk for Lot 35 is currently legislated per Grade Map #211. (Please see the 15' legislated sidewalks noted in EXHIBIT 16.). Our approved permit is simply for the legislated 15' sidewalk, for which the Department of Public Works has always allowed and granted permits.
 - c. The appellant posits that DPW specifically required permission for an "identical minor encroachment and stair from Mountain Spring." This permit application for a sidewalk is not "identical" to the previous Minor Sidewalk Encroachment

Permit Application for a stair. This application is a Street Improvement Permit Application for a legislated 15' sidewalk. Legislated sidewalks do not require a Minor Sidewalk Encroachment Permit or neighbor consent. The previous design from Mountain Spring was considered a Minor Sidewalk Encroachment because it was not a sidewalk. (It was a stair.) Part of the previously designed stair was located more than 15' from the front property lines along Stanyan Street (EXHIBIT 12). Although the Street Improvement Permit Application for the 15' sidewalk does not require that the neighbors be notified by us, we notified the neighbors as a courtesy, given the history of the project.

2. The appellant argues that the proposed sidewalk does not preserve public open space. They imply that a walkway is considered removal of open space, citing San Francisco's General Plan.
 - a. The General Plan includes stairs, ramps, seating, and walkways as part of open space. This proposal, does not remove open space. It is not a building or other structure. Although the proposed sidewalk would be paved, it would still be considered open space. The amount of pavement proposed is the amount required for a legislated sidewalk, giving by-right access to the property owner at 1410 Stanyan Street.
 - b. Concerning the planting areas at Stanyan Street, the appellant, themselves, refer to the area as "wild." It is, in fact wild, overgrown and unruly.
3. The appellant says that the proposed sidewalk is hazardous. They provide a diagram, indicating that the initial slope of the sidewalk will be 35%. Our calculations, however, indicate a slope of 31.8% (EXHIBIT 17), based on the topographical survey prepared by

Transamerica Engineers. San Francisco is known for its steep streets and sidewalks. A number of streets have slopes greater than 31%, including Bradford Street, Romolo Place, Prentiss Street, Nevada Street and Baden Street.

4. Another argument brought forward by the appellant is their perception of an alleged “bait and switch” by Kieran. As described above, Kieran has been open throughout the process, initiating outreach to the neighborhood. Even, in this instance, the neighbors were notified by us of the Street Improvement Permit Application, although it was not required. Kieran never hid his preference to have a driveway from Clarendon Avenue and held numerous meetings with neighbors to discuss the possibility.
5. The appellant feels that a stair from Mountain Spring would be a better solution to this problem. The stair, however, would pose difficulties for the homeowner at 1410 Stanyan Street. Hauling trash, recycling and other heavy items up and down stairs poses personal hazards. Dr. and Mrs. Matula argue that 5 neighbors on Stanyan Street between Clarendon Avenue and Belgrave Avenue access Clarendon Street via a stair. Although this is true, it is not desirable. The unimproved portion of Stanyan Street between Clarendon Avenue and Belgrave Avenue is much steeper than that between Clarendon Avenue and Mountain Spring. Therefore stairs might have been the only possible way to provide access to the homes north of Clarendon on the unimproved portion of Stanyan Street. Owners on Mountain Spring also voiced opposition to a stair from Mountain Spring (EXHIBIT 18).

ARGUMENTS IN SUPPORT OF THE PROPOSED LEGISLATED SIDEWALK

- 1. The permit holder and the Department of Public Works followed all required procedures to permit this legislated sidewalk.**
- 2. The sidewalk complies with city standards.**
- 3. The sidewalk maximizes the amount of green space while providing the homeowner access to 1410 Stanyan Street.**
- 4. The sidewalk, as designed, minimizes disruption to neighbors.** The proposed sidewalk includes keeping the existing Comcast box in place. Relocating the Comcast box would disrupt service to Comcast customers throughout the entire neighborhood.
- 5. Kieran has generously made several concessions and design changes to be a good neighbor to the Matulas throughout the history of this project.** Kieran has offered multiple times to meet with the Matulas to discuss the walkway and other options, but the Matulas have refused.

CONCLUSION

The approved Sidewalk Improvement Permit complies with the San Francisco Public Works Code and provides by-right access from Clarendon Avenue to 1410 Stanyan Street. It is a legal and legislated sidewalk. Dr. and Mrs. Matula have fought against Kieran every step of the way throughout the permitting and construction process. They have shunned numerous attempts for compromise. Despite Kieran's best efforts and neighborly gestures, Dr. and Mrs. Matula have responded with distrust and obstructionism. Their repeated attempts to block and overturn approved permits is wasteful and unproductive. We urge the Board of Appeals to end this

decade-long dispute between Dr. and Mrs. Matula and Kieran. We request that the approved permit number 141E-0730 be upheld.

Sincerely,

Mark Brand, on behalf of Kieran Woods

EXHIBIT 1

SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT ("Agreement") is made as of July 12, 2010 between Kieran Woods ("*Project Sponsor*") and George and Myrta Matula ("*Neighbors*"). Project Sponsor and Neighbors are sometimes referred to in this Agreement collectively as the "*Parties*".

The Parties agree as follows:

Recitals:

1.1 A. Project Sponsor is the owner of that certain parcel of real property commonly known as 1310 Stanyan Street, San Francisco, California (Assessor's Block 2607/Lot 035) (the "*Project Sponsor Property*"). Project Sponsor has applied for a permit to construct a new building which is designated Building/Site Permit No. 200407158977 and various other permit and entitlements including a variance and Department of Public Works encroachment and street space permit # 345074. (The "*Project*").

B. Neighbors are the owners of the certain parcel of real property commonly known as 99 Clarandon Avenue, San Francisco, California, which is located directly north and adjacent to the Project sponsor Property, (Assessor's Block 2607/Lot 36) (the "*Neighbor Property*")

C. Project Sponsor agrees to prepare and agrees to submit revised plans for the Project, based on a sketch presented to the Neighbors dated April 22, 2010 by Jack McCarthy, and more particularly described herein (the "Proposal") A reduced copy of said Proposal is attached hereto as Exhibit A.

D. Neighbors are concerned with the impact that the Project could have on the neighborhood. Accordingly, Neighbors and others previously filed two applications for Discretionary Review referenced as Case No. 2004.1167 DD ("DR") with the San Francisco Planning Department. Those matters were heard by the Planning commission on January 20, 2005, but did not resolve all objections to the Project.

E. By entering into this Agreement, the Parties desire to fully and finally resolve all disputes and based on the representations made by Project Sponsor regarding amendments to the Plans for the Project, Neighbors desire to refrain from further opposing the project on the terms and conditions contained in this Agreement and both the Neighbors and Project Sponsor have agreed that it is in their mutual interests to resolve this dispute in accordance with the terms of this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration are hereby acknowledged, it is hereby declared, understood and agreed as set forth below

1. Recitals. The Recitals stated above are true and correct and by reference are

incorporated herein as set forth in full.

2. Non-Opposition. Neighbors agree not to oppose or cause any opposition or aid or assist anyone in any opposition to the Project, so long as the Permit is issued and the Project is constructed in conformity with the Proposal and the Agreement. The Neighbors waive all rights to appeal issuance of the building permit for the Project to the Board of Appeals. In the event the building permit for the Project is appealed to the Board of Appeals by any person, the Neighbors shall write a timely letter to the Board of Appeals, stating that the Neighbors do not oppose the Project, that Project Sponsor cooperated with the Neighbors to address the concerns about the Project, and based on that cooperation, the Neighbors withdrew all objection to the Project. Neither the Neighbors nor any agents, either individually or together, shall file a new DR application against the Project, file an appeal of the Project's building permit with the Board of Appeals, or otherwise contest or challenge the Project's building permit or any other Project entitlement or approval or oppose the Project in any way, by act or omission, including but not limited to any challenge to the Project's compliance with the California Environmental Quality Act (CEQA), nor shall they assist or encourage any person in opposing the Project, so long as the Project remains in the form and size contemplated by the attached Proposal and this Agreement. In addition, the Neighbors and Project Sponsor agree to timely execute any documents, sign any plans, consents or take any further actions related to Project approvals, if requested to do so by Project Sponsor or any agency of the City and County of San Francisco, in order to complete this Agreement and the intention of the Parties to fully resolve this dispute.

3. Compliance with Drawings and Agreement. Project Sponsor agrees further to submit to the San Francisco Planning Department and to the DBI plans that are in conformity with this Agreement and Project Sponsor agrees and warrants constructing the project in conformity with said revised Plans and this Agreement as follows:

3.1 The two story light well depicted in the Plans at the north property line of the Project shall be increased in size to a depth in a southerly direction of three (3') feet at the second floor and shall be a width measured in a direction moving east and west of ten (10') feet. The light well at the first floor shall measure ten (10') feet by one (1') foot.

3.2 At the north east corner of the Project, a "notch" or setback shall be built into the Project with a dimension of three(3') feet in a north and south direction and eight (8') feet in a east and west direction at the second floor. This setback or notch will measure eight (8') feet by one (1') foot at the first floor.

3.3 The front entry stair to the Project on the North West corner shall be an "open" staircase without a north side wall and the walls at the landing will be composed of translucent material. Project Sponsor agrees that no wall or fence higher in elevation than any of Neighbors south facing windows and not part of the Project as depicted in the Plans and Proposal will be erected on or adjacent to north property line of the Project Sponsor Property .

3.4 Project Sponsors agree to reconfigure the "Fin" wall at the entrance stair on the north side of the Project Sponsor Property so that it is reduced in length and moved in an easterly direction to match the Neighbors setback or notch on the south side of the building on the Neighbors Property.

3.5 Project Sponsor agrees that the "laundry room" as depicted in the Project Plans on the north side of the Project will have with semi-obscure such as glass block or fluted glass in the window which faces the Neighbors home in a northerly direction so as to diminish viewing clarity to provide privacy for the Neighbors.

3.6 Construction days/hours shall be limited to Monday through Friday, 7:30 am to 5:30 pm and Saturdays 9:00 am to 4:00 pm. No construction work or activities will be conducted at the site on Sunday or Holidays. Project Sponsor shall not allow debris and other refuse material from the Project to ever be present on the Adjacent Parcels. Project Sponsor shall broom and hose clean the sidewalks and streets abutting the Adjacent Parcels, removing construction related dust, dirt and debris that result from the excavation, shoring, underpinning or the construction of the Project. Project Sponsor shall implement reasonable dust-abatement procedures and shall remove or store on the Project site in appropriate containers all debris generated each day after completion of the work for that day. Project Sponsor and/or any workers shall not block the driveway of any Adjacent Parcels and shall not used for construction purposes any curb parking in front of the Adjacent Parcels. No debris box or other equipment will be placed in front of Neighbors Property. Project sponsor agrees to place the portable toilet for the Project on the Project Sponsors Property or in the unaccepted portion of Stanyan Street which fronts the Project Sponsors Property.

3.7 Project Sponsor agrees to access the Project Sponsor Property for construction purposes via an approximately fifteen (15') foot wide pathway traveling south on the unaccepted portion of Stanyan Street from Clarandon Avenue. From Clarandon Avenue at the approximate centerline of the unaccepted portion of Stanyan Street, Project Sponsor will travel approximately fifty (50') feet south in the unaccepted portion of Stanyan Street and then will turn east at a ninety (90) degree angle to access the Project Sponsor Property. All excavation, staging, hauling and construction related activities will be conducted from this area in the unaccepted portion of Stanyan Street adjacent and directly west of the project Sponsor property. During construction, Project Sponsor agrees to unconditionally defend, insure and indemnify Neighbors from any and all liability, damage or claims of any and all kinds that may arise as a result of construction activity related to the Project which may occur in the unaccepted portion of Stanyan Street adjacent to Neighbors Property. Neighbors agree and acknowledge that Project sponsor will obtain access to utilities and sewer for the Project through the unaccepted portion of Stanyan Street.

3.8 If at any time during construction Project Sponsor or any of his subcontractors, employees or agents needs or desires access to Neighbors Property for construction purposes or otherwise, project sponsor agrees to first seek permission and consent from Neighbors for such access.

3.9 Project Sponsor agrees that all surfaces and walls of the Project which faces in a northern direction toward Neighbors Property will be painted a light color in order to provide as much reflected light to Neighbor as possible. Project Sponsor also agrees that if Neighbor fulfills the obligations set forth herein and the Parties are satisfied with the progress on the Project, Project Sponsor will install and/or build a skylight for Neighbors on the Neighbor Property

above their interior staircase.

3.10 The Parties agree that if any part of this Agreement is in conflict with the final approved plans or any permits or approvals issued for the Project, the terms of this Agreement will control as long as this does not supersede city and state guidelines.

4. Notice. In all cases where written notice is required under this Agreement, service shall be deemed sufficient if the notice is deposited in the United States mail, postage paid. Proper notice shall be effective two business days after it is mailed, unless otherwise provided in this Agreement. Subject to each party's right to change its address by notice given to the other party pursuant to this Section 6, all notices shall be addressed as follows:

To Neighbors

George and Myrta Matula
99 Clarendon Avenue
San Francisco, CA 94114

To Project Sponsor

Kieran Woods

5. Time of Essence. Time is of the essence to each and every term, condition, obligation and provision of this Agreement.

6. Governing Law. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

7. Attorneys' Fees and Venue. If any legal action, arbitration or other proceeding is brought to enforce any provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs (including expert witness fees and costs) incurred in this action, arbitration or proceeding, in addition to any other relief to which the party may be entitled under law or equity. The venue for any legal action, arbitration or other proceeding shall be in the City and County of San Francisco, State of California.

8. Complete Agreement; Written Modification Only. This Agreement contains the entire agreement of the parties and constitutes the complete, final and exclusive embodiment of their agreement with respect to the subject matter hereof. This Agreement supersedes any and all prior correspondence, arrangements, representations and understandings, whether written or oral, express or implied, with respect to the subject matter hereof. This Agreement may not be modified except by a written agreement which specifically sets forth each modification and is signed by all parties.

9. Successors and Assigns. This Agreement, and all rights and obligations created by this Agreement, shall remain in force and effect, whether or not any party to this Agreement has been succeeded by another entity. All rights and obligations created by this Agreement shall inure to the benefit of and be binding upon each party's successors

in interest. This Agreement shall run with the Project Sponsor Property whether by express assignment or by sale of the Property. Project Sponsor agrees that if the Project Sponsor Property is sold with the Permits and/or entitlements that assignment to and performance of this Agreement by any purchaser will be made a specific condition of any sale or transfer

10. Severability. If any provision of this Agreement is deemed or held invalid or unenforceable in whole or in part for any reason, the same shall be deemed severed from the remainder of this Agreement, and shall in no way affect or impair the validity or enforceability of any portion or all of this Agreement, which shall otherwise remain in full force and effect.

11. Merger. This Agreement, and the exhibits and references incorporated into this Agreement, fully express all understandings of the parties concerning the matters covered in this Agreement. No change, alteration or modification of the terms or conditions of this Agreement, and no verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written change or amendment of this Agreement duly executed by both parties. All prior negotiations and agreements are merged into this Agreement.

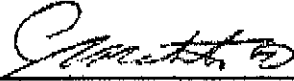
12. Counterparts. This Agreement may be deemed executed in two or more counterparts, by facsimile transmittal or electronic documents, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

13. No Waiver. Neither the failure by either party to insist on strict performance by the other party of any covenant, term or condition of this Agreement, nor the failure by either party to exercise any right or remedy upon a breach of any covenant, term or condition of this Agreement, shall constitute a waiver of the right to insist upon strict performance, or a waiver of any right or remedy under this Agreement


The parties have executed this Agreement as of the last date set forth below.

Neighbors

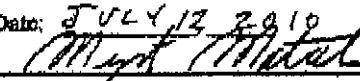
Project Sponsor



George Matula



Kieran Woods

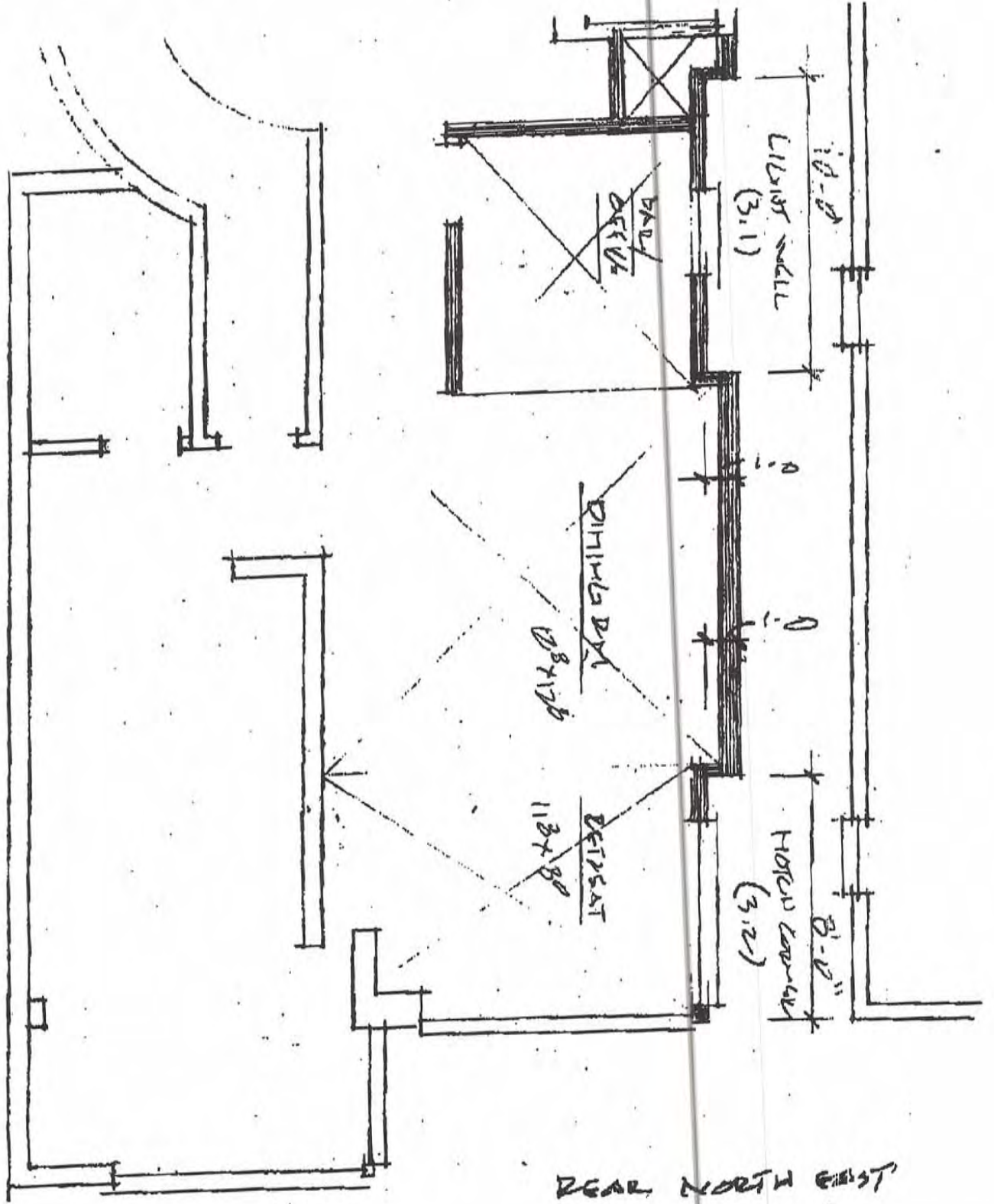
Date: JULY 12 2010


Myrta Matula

Date: July 12, 2010

Date: 7/12/10

FIRST FLOOR - EXHIBIT A



BEAR NORTH EAST

2.

MAIN LEVEL

408 973-0162

Jack McCarthy

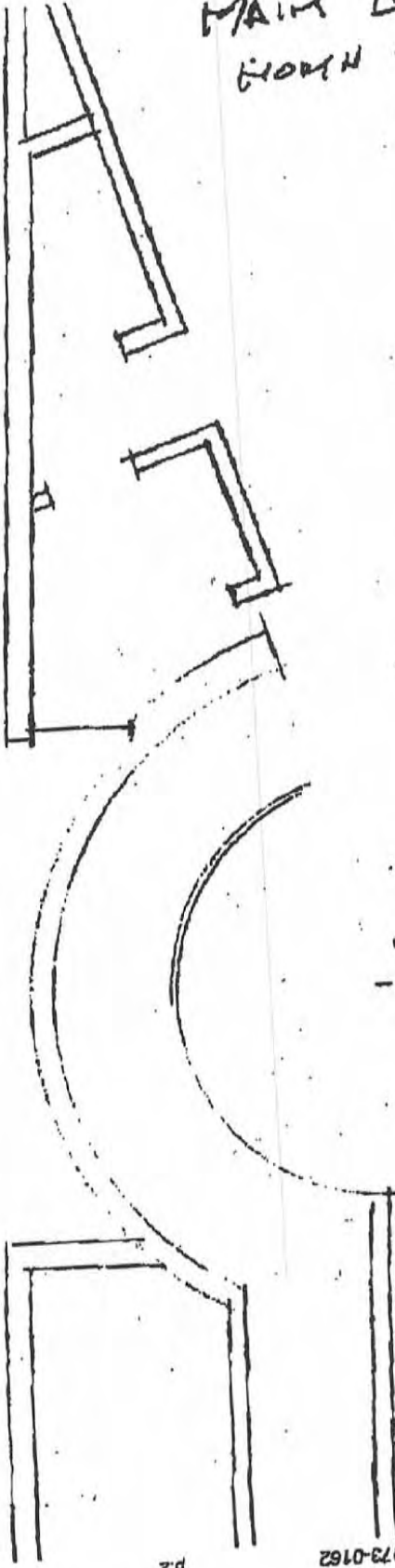
P.3

KJ WOODS CONSTRUCT

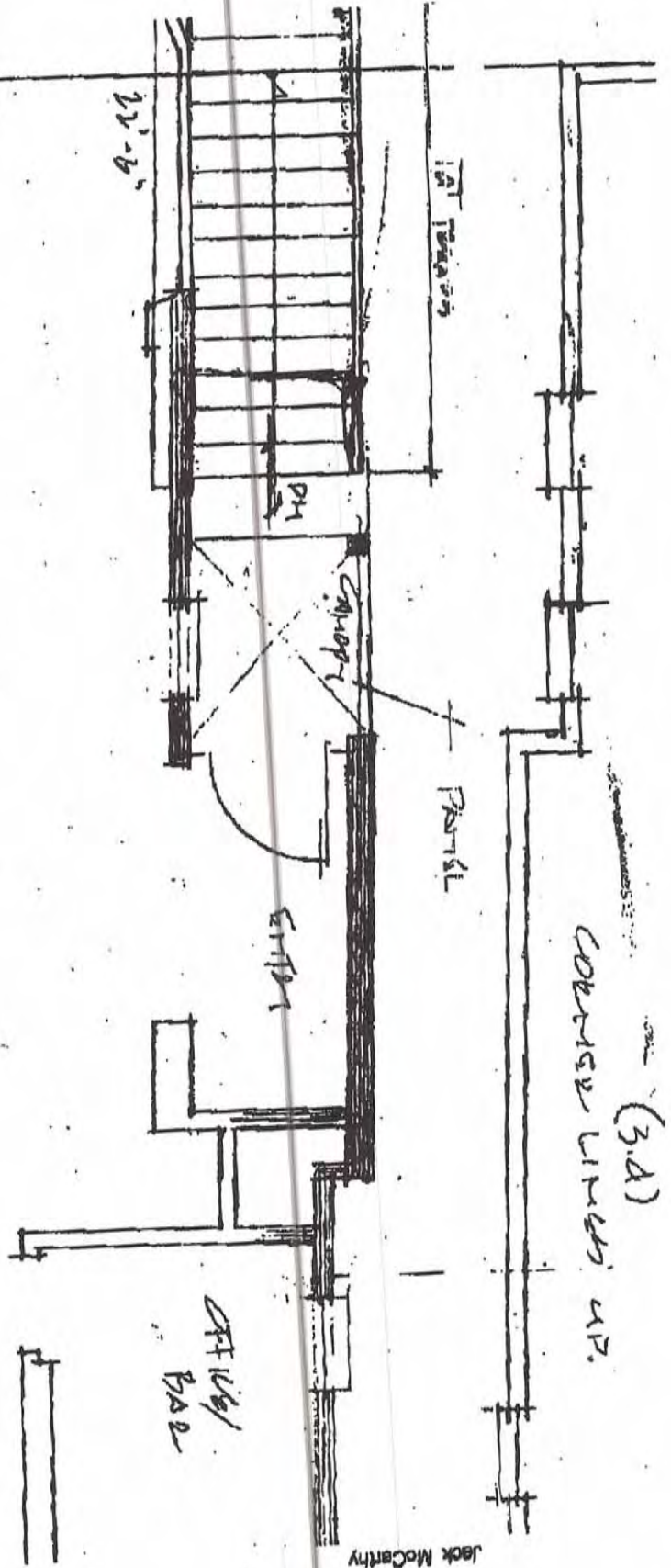
4154681359

07/12/2010 12:54

1. FIRST FLOOR EXHIBIT A



MAIN LEVEL FROM NORTH



(3.1) COASTAL LINES UP.

Jack McCarthy

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07/12/2010 12:54

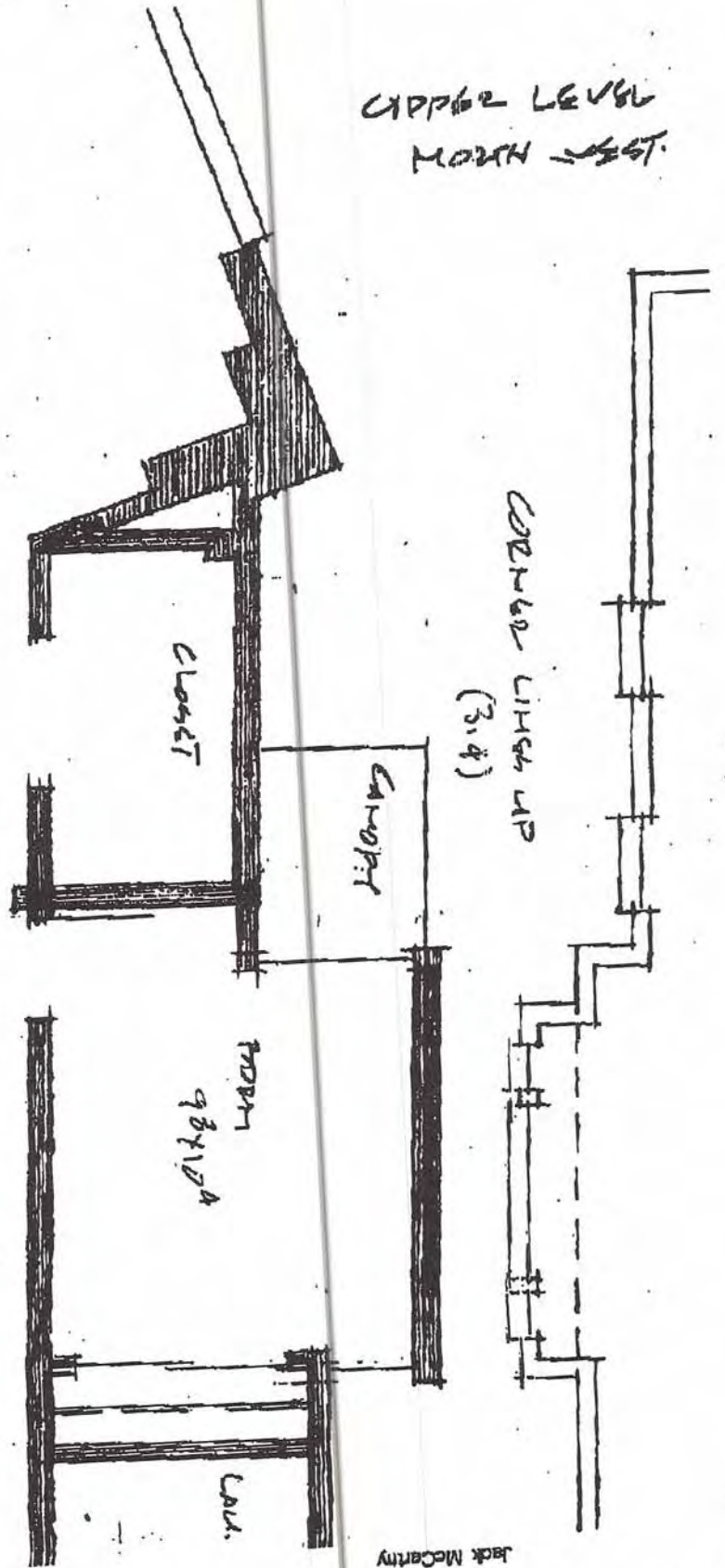
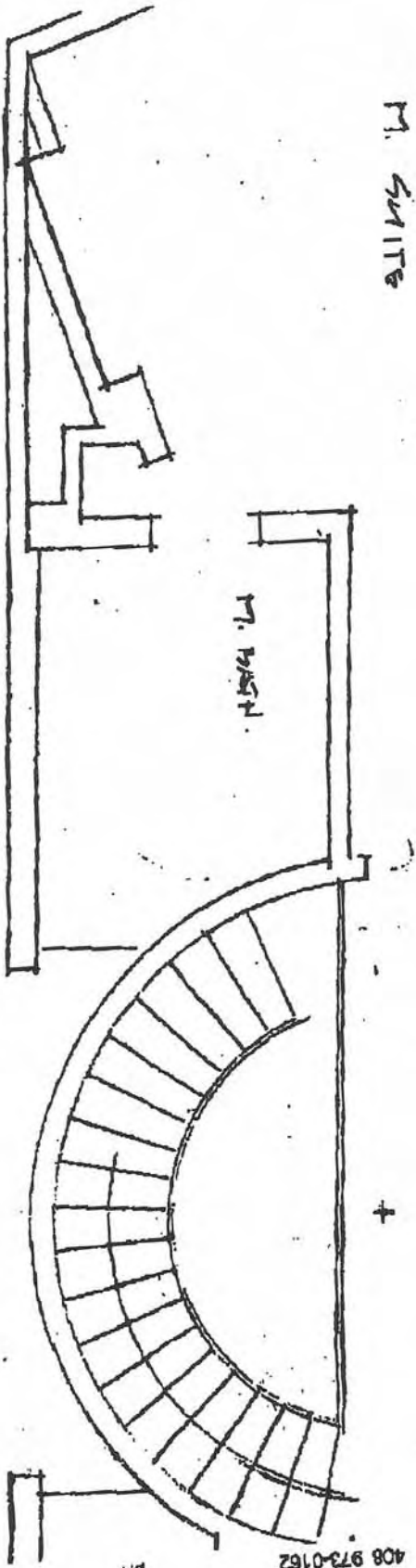
408 973-0162

KJ WOODS CONSTRUCT

P. 2

3.

SECOND FLOOR - EXHIBIT A



408 973-0162

Jack McCarthy

p.2

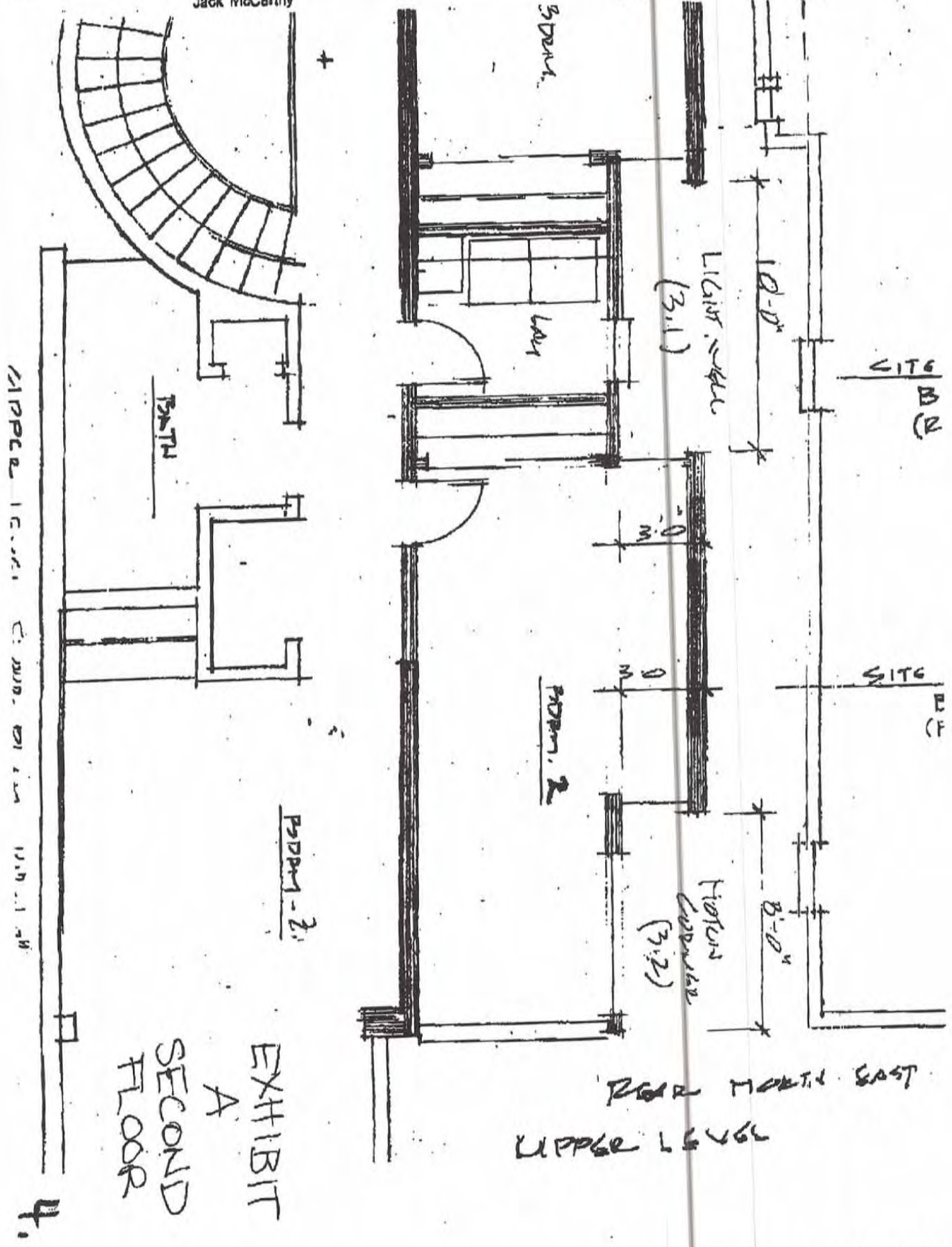


EXHIBIT
A
SECOND
FLOOR

REAR NORTH EAST
LIPPLE LEVEL

entry needs work
lets talk

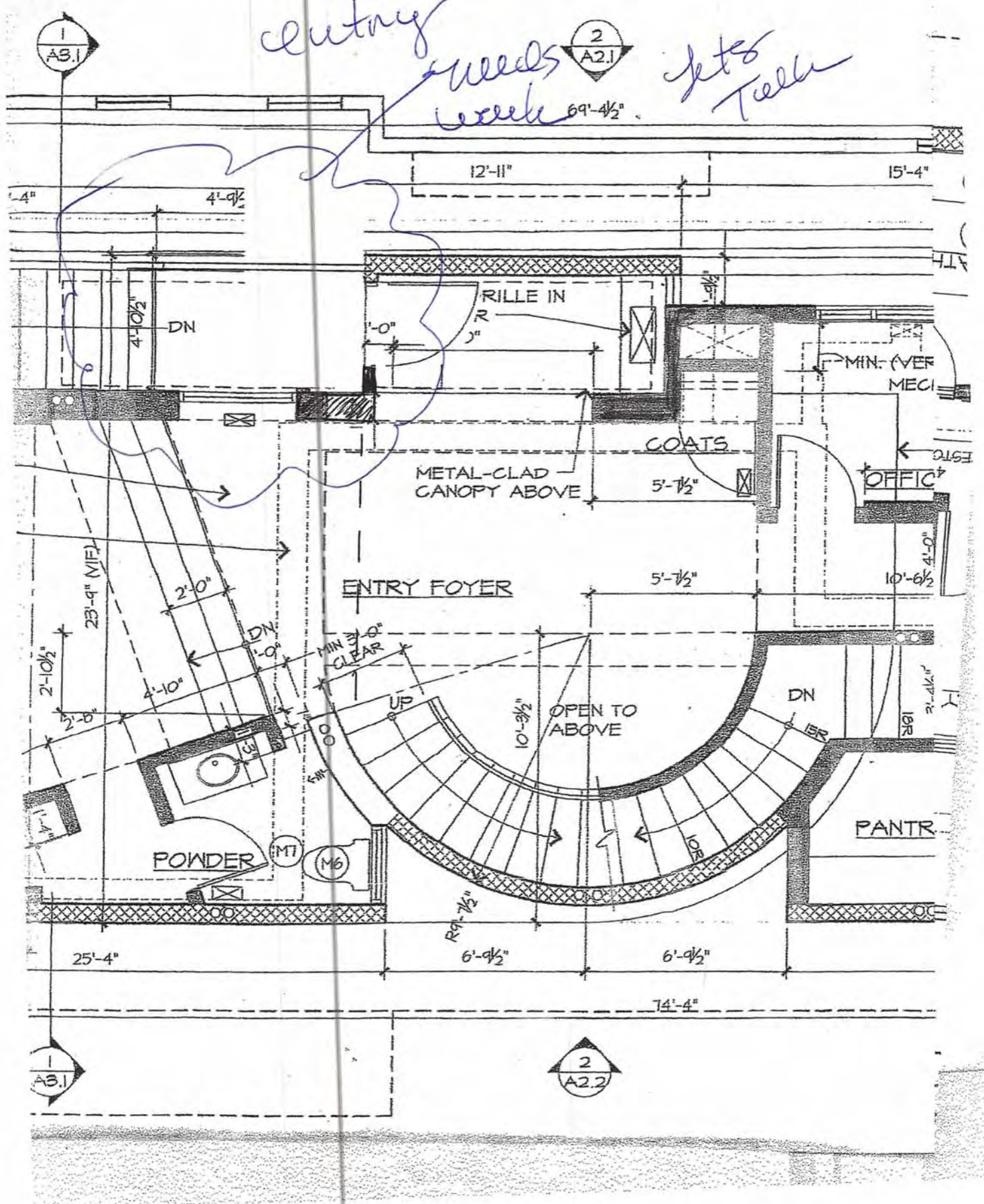


EXHIBIT 2



PLANNING DEPARTMENT

City and County of San Francisco • 1660 Mission Street, Suite 500 • San Francisco, California • 94103-2414

MAIN NUMBER
(415) 558-6378

DIRECTOR'S OFFICE
PHONE: 558-6411
4TH FLOOR
FAX: 558-6426

ZONING ADMINISTRATOR
PHONE: 558-6350
5TH FLOOR
FAX: 558-6409

PLANNING INFORMATION
PHONE: 558-6377
MAJOR ENVIRONMENTAL
FAX: 558-5991

COMMISSION CALENDAR
INFO: 558-6422
INTERNET WEB SITE
WWW.SFGOV.ORG/PLANNING

DATE: February 22, 2005
TO: Interested Parties
FROM: Linda Avery, Commission Secretary
RE: Planning Commission Action

Property Address: 1310 Stanyan Street
Building Permit Application No.: 2004 0715 8977
Discretionary Review Case No.: 2004.1167DD

On February 17, 2005 the Planning Commission reviewed the above-referenced building permit application with the following results:

1. ACTION

The Commission took Discretionary Review and approved the building permit with the good neighbor gestures on the plans dated January 12, 2005:

2. FINDINGS

The reasons the commission took the action described above include:

While no extraordinary nor exceptional circumstances exist in this instance and, the proposed development complies with the Planning Code, and the Residential Design Guidelines and is compatible with the context of the neighborhood the Planning Commission accepts the good neighbor gestures incorporated into the plans by the applicant and dated January 12, 2005.

Planning Commissioners: Alexander, Antonini, Bradford-Bell, Hughes, S. Lee, W. Lee, Olague

Case Planner: Rick Crawford
cc: Linda Avery

EXHIBIT 3



PLANNING DEPARTMENT

City and County of San Francisco • 1660 Mission Street, Suite 500 • San Francisco, California • 94103-2414

MAIN NUMBER
(415) 558-6378

DIRECTOR'S OFFICE
PHONE: 558-6411
4TH FLOOR
FAX: 558-6426

ZONING ADMINISTRATOR
PHONE: 558-6350
5TH FLOOR
FAX: 558-6409

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PHONE: 558-6377
MAJOR ENVIRONMENTAL
FAX: 558-5991

COMMISSION CALENDAR
INFO: 558-6422
INTERNET WEB SITE
WWW.SFGOV.ORG/PLANNING

VARIANCE DECISION LETTER

August 2, 2006

VARIANCE DECISION

UNDER THE PLANNING CODE
CASE NO. 2004.1167V

APPLICANT: **Mark Brand**
 Mark Brand Architecture
 425 2nd Street
 San Francisco, CA 94107

CASE PLANNER: **Rick Crawford**

PROPERTY IDENTIFICATION - 1310 STANYAN STREET:

east side between Clarendon and Mountain Spring Avenues, Assessor's Block 2706 Lot 035; in a RH-1 (D) (Residential House One-Family, Detached) District, and within the 40-X Height and Bulk District.

DESCRIPTION OF VARIANCE SOUGHT - PARKING VARIANCE:

The Project is to construct a new dwelling with no off street parking on a vacant lot adjacent to an undeveloped street.

Planning Code Section 151 requires one off street parking space for the dwelling unit, where none is proposed.

PROCEDURAL BACKGROUND:

1. This proposal was determined to be Categorical Exempt from Environmental Review under CEQA Guidelines Section 15301.
2. The Zoning Administrator held a public hearing on **Variance Application No. 2004.1167V on July 26, 2006.**
3. The Planning Commission approved construction of the dwelling on the property in case **2004.1167DD.**

DECISION:

GRANTED, in general conformity with the plans on file with this application, shown as Exhibit A and dated July 18, 2006, to construct a one-family dwelling adjacent to an undeveloped street with no off street parking subject to the following conditions:

1. Any further physical expansion, even within the buildable area, shall be reviewed by the Zoning Administrator to determine if the expansion is compatible with existing neighborhood character, scale, and parking. If the Zoning Administrator determines that there would be a significant or extraordinary impact, the Zoning Administrator shall require either notice to adjacent and/or affected property owners or a new Variance application be sought and justified.
2. The proposed project must meet these conditions and all applicable City Codes. In case of conflict, the more restrictive controls shall apply.
3. Minor modifications as determined by the Zoning Administrator may be permitted.
4. The owners of the subject property shall record on the land records of the City and County of San Francisco the conditions attached to this Variance decision as a Notice of Special Restrictions in a form approved by the Zoning Administrator.

FINDINGS:

Section 305(c) of the Planning Code states that in order to grant a Variance, the Zoning Administrator must determine that the facts of the case are sufficient to establish the following five findings:

FINDING 1.

That there are exceptional or extraordinary circumstances applying to the property involved or to the intended use of the property that do not apply generally to other property or uses in the same class of district.

REQUIREMENT MET.

The original plans for the dwelling included two off street parking spaces. Access to the building was to have been from a driveway across the undeveloped portion of Stanyan Street located in front of the property and extending between Mountain Spring and Clarendon Avenue. The encroachment permit was appealed to the Board of Supervisors where the Board's Land Use Committee tabled action on the permit indefinitely. Tabling the permit has the same result as a denial as the permit will not be issued and the property owner is denied vehicular access to unimproved Stanyan Street. Unimproved Stanyan Street is the only public street adjacent to the property.

FINDING 2.

That owing to such exceptional and extraordinary circumstances the literal enforcement of specified provisions of this Code would result in practical difficulty or unnecessary hardship not created by or attributable to the applicant or the owner of the property.

REQUIREMENT MET.

Literal enforcement of the specified provisions of the Planning Code would prevent the use of the lot for a residential use. The inability to provide off street parking on the property is a direct result of the actions of the Board of Supervisor's Land Use Committee and not the result of any actions by the property owner. These constitute exceptional and extraordinary circumstances.

FINDING 3.

That such Variance is necessary for preservation and enjoyment of a substantial property right of the subject property, possessed by other property in the same class of district.

REQUIREMENT MET.

The subject property is a legal lot of record and, as such, the property owner has a right to use the property for a code conforming use. Without the requested variance the property may not be used for any use except as open space. The use of property for a single-family residence is a substantial property right enjoyed by all other property owners in the district.

FINDING 4.

That the granting of such Variance will not be materially detrimental to the public welfare or materially injurious to the property or improvements in the vicinity.

REQUIREMENT MET.

- A. Granting the parking variance will not affect the siting of the building as approved by the Planning Commission in case 2004.1167DD.
- B. Adequate on street parking is available to the owners of the property and their guests on Mountain Spring Avenue.

FINDING 5.

The granting of such Variance will be in harmony with the general purpose and intent of this Code and will not adversely affect the General Plan.

REQUIREMENT MET.

- A. Granting this variance will add to the city's housing stock by allowing the construction of a new dwelling on a lot of record.

- B. Planning Code Section 101.1 establishes eight priority-planning policies and requires review of Variance applications for consistency with said policies. The project complies with these policies.

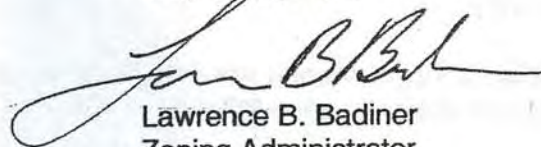
The effective date of this decision shall be either the date of this decision letter if not appealed, or the date of the Notice of Decision and Order if appealed to the Board of Appeals.

Once any portion of the granted variance is utilized, all specifications and conditions of the variance authorization became immediately operative.

The authorization and rights vested by virtue of this decision letter shall be deemed void and cancelled if (1) a Building Permit has not been issued within three years from the effective date of this decision; or (2) a Tentative Map has not been approved within three years from the effective date of this decision for Subdivision cases; or (3) neither a Building Permit or Tentative Map is involved but another required City action has not been approved within three years from the effective date of this decision. However, this authorization may be extended by the Zoning Administrator when the issuance of a necessary Building Permit or approval of a Tentative Map or other City action is delayed by a City agency or by appeal of the issuance of such a permit or map or other City action.

APPEAL: Any aggrieved person may appeal this Variance decision to the Board of Permit Appeals within ten (10) days after the date of the issuance of this Variance Decision. For further information, please contact the Board of Appeals in person at 1660 Mission Street, Third Floor, or call 575-6880.

Very truly yours,



Lawrence B. Badiner
Zoning Administrator

THIS IS NOT A PERMIT TO COMMENCE ANY WORK OR CHANGE OCCUPANCY. PERMITS FROM APPROPRIATE DEPARTMENTS MUST BE SECURED BEFORE WORK IS STARTED OR OCCUPANCY IS CHANGED.

EXHIBIT 4



AFFIDAVIT OF SERVICE

Mark Courey, Appellant(s)
c/o Stephen Williams, Attorney for Appellant(s)
1934 Divisadero Street
SF, CA 94115

I, Victor F. Pacheco, Legal Assistant for the Board of Appeals, hereby certify that on this 23rd day of **October, 2006**, I served the attached **Notice(s) of Decision & Order** for Appeal No(s). V06-120, Courey vs. EA, subject property at 1310 Stanyan Street, on the appellant(s) by mailing a copy via U.S. mail, first class, to the address above.

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

10/23/2006
Date

[Signature]
Victor F. Pacheco, Legal Assistant

cc: DBI TSD (if applicable), DBI BID (if applicable), DBI CPB (if applicable), DBI HID (if applicable), DBI Records Management (if applicable), Planning Dept. (if applicable), & Redevelopment Agency (if applicable)

OTHER PARTIES
OR CONCERNED CITIZENS:

Albert Blaylock, Variance Holder(s)
c/o Mark Brand, Agent for Variance Holder(s)
425 - 2nd Street
SF, CA 94107

Meeting Information

Archive Center >> Board of Appeals >> 2006

back to Board of Appeals home page

2009 2008 2007 2006 2005 2004 2003 2002 2001 2000 1999

BOARD OF APPEALS

CITY & COUNTY OF SAN FRANCISCO

MEETING MINUTES - WEDNESDAY, OCTOBER 4, 2006

5:00 P.M., CITY HALL, ROOM 416, ONE DR. CARLTON B. GOODLETT PLACE

PRESENT: President Frank Fung, Vice President Randall Knox, Commissioner Katharine Albright, Commissioner Michael Garcia, and Commissioner Robert Haaland.

Catharine Barnes, Deputy City Attorney, Office of the City Attorney (OCA); Tina Tam, Senior Planner, Planning Department (PD); Ron Tom, Chief Building Inspector, Dept. of Building Inspection (DBI); Thomas Owen, Deputy City Attorney for Taxi Commission; Carla Short, Department of Public Works Bureau of Urban Forestry (DPW BUF); Robert Feldman, Executive Secretary, and Victor Pacheco, Legal Assistant, for the Board; and Claudine Woeber, Official Court Reporter.

(1) PUBLIC COMMENT:

At this time, members of the public may address the Board on items of interest to the public that are within the subject matter jurisdiction of the Board except agenda items. With respect to agenda items, your opportunity to address the Board will be afforded when the item is reached in the meeting with one exception. When the agenda item has already been reviewed in a public hearing at which members of the public were allowed to testify and the Board has closed the public hearing, your opportunity to address the Board must be exercised during the Public Comment portion of the calendar. Each member of the public may address the Board for up to three minutes. If it is demonstrated that comments by the public will exceed 15 minutes, the President may continue Public Comment to another time during the meeting.

SPEAKER: David Pilpel suggested the Board urge SFGTV Channel 26 to broadcast Board of Appeals meetings live on Wednesday nights.

(2) COMMISSIONERS COMMENTS & QUESTIONS:

ACTION: Upon motion by President. Fung, the Board voted 5-0 to cancel the meeting of Nov. 1, 2006 and reschedule all cases to October 25, 2006.

SPEAKERS: None.

(3) ADDENDUM ITEMS:

(3a) ADOPTION OF FINDINGS:

Subject property at 615 – 38th Avenue. Appeal No. V06-106, Woo vs. ZA, decided September 6, 2006. At that time, upon motion by Vice President Knox, the Board voted 5-0 to overrule the denial, and grant the variance with findings to be adopted at a later date. Project: Rear Yard Variance (construct a horizontal addition and egress stairs at the 2nd story level, that will extend into the required rear yard of an existing 3-story, single-family dwelling); variance case no. 2006.0153V.

ACTION: Rescheduled to October 25, 2006.

SPEAKERS: None. Appellant did not appear.

PUBLIC COMMENT: None.

(3b) ADOPTION OF FINDINGS:

Subject property at 504 – 6th Street. Appeal No. 06-039, Hicks vs. DBI, PDD, decided August 16, 2006 at a rehearing. At that time, upon motion by Commissioner Garcia, the Board voted 5-0 to overrule the denial, and grant the permit, with findings to be adopted at a later date. Project: construction of sign (ground, non-electric, single-faced, 14' X 48', with 672sf of total surface area), BPA No. 2005/10/11/5200.

ACTION: Upon motion by President. Fung, the Board voted 5-0 to reschedule the matter to October 25, 2006.

SPEAKERS: None.

PUBLIC COMMENT: None.

(3c) SPECIAL ITEM:

Subject property at Junipero Serra Greenbelt, from Rossmoor Drive to Stratford Drive. Appeal No. 06-107, Lakeside Property Owners Association vs. DPW BUF, decided Sept. 13, 2006. At that time, upon motion by Commissioner Haaland, the Board voted 5-0 to uphold the order for removal of 25 trees, and to overturn the order as to financial responsibility. William Schneider and Harold McDermid, members of the Lakeside Property Owners Association, assert the right to request rehearing, but the Association has not requested a rehearing. Board Rule Article V, Section 6 specifies that "rehearing request[s] may be filed only by principals in the appeal."

ACTION: Upon motion by Commissioner Garcia, the Board voted 5-0 to deny the request to file a rehearing request.

SPEAKERS: William Schneider, requestor; Hal McDermid, requestor; Hal Halper, agent for LPOA.

PUBLIC COMMENT: None.

(4) APPEAL NO. 03-133

ISHTIAQ BOKHARI, Appellant(s)
vs.

TAXI COMMISSION, Respondent

Appealing the revocation on August 18, 2003, of a Driver of Public Passenger Vehicle for Hire Permit.

RESOLUTION NO. 2003-65.

PUBLIC HEARING HELD & CLOSED ON FEB. 11, 2004. FOR FURTHER CONSIDERATION TODAY. Note: Board voted on Feb. 11, 2004 to reschedule this appeal to the indefinite calendar so that the medallion revocation hearing can go forward at the Taxi Commission, and if the TC revokes the medallion, and the appellant appeals the revocation to the Board, then both appeals shall be heard together.

ACTION: Upon motion by Commissioner Garcia, the Board voted 5-0 to uphold the revocation.

SPEAKERS: Tom Owen, attorney for Taxi Commission; Sherry Gendelman, attorney for appellant.

PUBLIC COMMENT: None.

(5) APPEAL NO. 06-073

KAM & SOO WONG, Appellant(s)
vs.

DEPT. OF BUILDING INSPECTION,
Respondent
PLANNING DEPT. APPROVAL

700 – 4th Avenue.

Protesting the issuance on April 28, 2006, to Korean Covenant Church, Site Permit to Alter a Building (change occupancy with maximum at 100 persons; add elevator; revise exiting; revise property line fire walls; legalize ground floor kitchen and dining; variance for rear yard exit stair case, variance case no. 2004.0613V).

APPLICATION NO. 2005/06/08/4603S.

PUBLIC HEARING HELD & CLOSED ON JULY 12, 2006. FOR FURTHER CONSIDERATION TODAY. Note: Matter continued to allow parties time to work on settlement regarding mitigation measures.

ACTION: Upon motion by Vice President Knox, the Board voted 5-0 to continue the matter to November 15, 2006 at the written request of the parties.

SPEAKERS: None.

PUBLIC COMMENT: None.

(6) APPEAL NO. V06-079

RICHARD GARVIN, Appellant(s)
vs.
ZONING ADMINISTRATOR,
Respondent

1043-1045 Francisco Street.
Protesting the granting on May 12, 2006, to John Chiatello, Rear Yard Variance (construction of a one-story horizontal addition over existing one-story extension at the rear of the building, of which a 3 foot portion would be within the required rear yard).
VARIANCE CASE NO. 2005.0032DV.
PUBLIC HEARING HELD & CLOSED ON JULY 19, 2006. FOR FURTHER CONSIDERATION TODAY. Note: Matter continued to allow parties time to negotiate a settlement.

ACTION: Withdrawn by appellant(s).

SPEAKERS: None.

PUBLIC COMMENT: None.

(7) APPEAL NO. 06-115

MAYA HOVEY,
JOSE & JULIA DOMINGUEZ,
MARTA DOMINGUEZ,
MELESIO & MARIA SANTIAGO,
MILTON & MARINA GIRON,
FLORENZIO & CELIA CARREON,
SALVADOR & GUILLERMINA RODRIGUEZ,
JOSE ESTRADA, ISABEL MACALL,
CARLOS PAZ, TOMASA PAZ, ERNESTO
& MARICELLA ACEVES, and BENJAMIN
& ELIZABETH HENRIQUEZ, Appellant(s)
vs.

DEPT. OF BUILDING INSPECTION,
Respondent

1468 Folsom Street.
Protesting the issuance on July 24, 2006, to Hanford Freund & Co., Permit to Alter a Building (on multi-unit apt. building: selective demolition in units 3, 6, 7, and 12 to perform mold abatement; install new sheet rock (replacement in kind) as required).
APPLICATION NO. 2006/07/24/7385.
FOR HEARING TODAY.

ACTION: Upon motion by Commissioner Garcia, the Board voted 5-0 to reschedule the matter to October 11, 2006 at the written request of the parties.

SPEAKERS: None.

PUBLIC COMMENT: None.

(8) APPEAL NO. 06-116

PATRICK BUSCOVICH, Appellant(s)
vs.
DEPT. OF BUILDING INSPECTION,
Respondent

3527-3529 – 21st Street.
Protesting the issuance on July 26, 2006, to Reid Yalom, Permit to Alter a Building (basement level unit to revert to storage; legalize backroom and accessory office; remove 3rd level roof deck).
APPLICATION NO. 2006/07/26/7705.
FOR HEARING TODAY.

ACTION: Upon motion by President Fung, the Board voted 5-0 to reschedule the matter to November 8, 2006.

SPEAKERS: Pat Buscovich, appellant; Lisa Amick, tenant; Reid Yalom, permit holder; Ron Tom, DBI.

PUBLIC COMMENT: None.

(9) APPEAL NO. 06-117

PAUL & CHRISTINE SEAWELL,
Appellant(s)
vs.

DEPT. OF BUILDING INSPECTION,
Respondent
PLANNING DEPT. APPROVAL

3245 Pacific Avenue.
Protesting the issuance on July 28, 2006,
to Richard & Jennifer Emerson, Site
Permit to Alter a Building (on single-
family house: addition of roof dormers to
attic storage space with new stairs to
attic; interior basement remodel;
relocate furnace; replace water heaters).
APPLICATION NO. 2006/03/02/5877S.
FOR HEARING TODAY.

ACTION: Upon motion by Commissioner Albright, the Board voted 5-0 to uphold the permit with various conditions as read into the record.

SPEAKERS: Pat Buscovich, agent for appellants; Jim Reuben, attorney for permit holder; Denise Leadbetter, attorney for appellants.

PUBLIC COMMENT: None.

(10) APPEAL NO. 06-119

CATHERINE WATT, Appellant(s)
vs.

DEPT. OF BUILDING INSPECTION,
Respondent
PLANNING DEPT. APPROVAL

1520 Monterey Blvd.
Protesting the issuance on August 1,
2006, to Thomas & Audry Yi, Site Permit
to Alter a Building (enlarge garage to
460sf).
APPLICATION NO. 2005/10/05/4878S.
FOR HEARING TODAY.

ACTION: Upon motion by Commission Haaland, the Board voted 5-0 to reschedule the matter to October 11, 2006.

SPEAKERS: Thomas Yi, permit holder; Shanon Devine, agent for permit holder; Ron Tom, DBI.

PUBLIC COMMENT: John Marciano spoke in support of permit holder.

(11) APPEAL NO. V06-120

MARK COUREY, Appellant(s)
vs.

ZONING ADMINISTRATOR, Respondent

1310 Stanyan Street.
Protesting the granting on August 2,
2006, to Albert Blaylock, Parking
Variance (construct a one-family
dwelling adjacent to an undeveloped
street with no off-street parking).
VARIANCE CASE NO. 2004.1167V.
FOR HEARING TODAY.

ACTION: Upon motion by Commission Haaland, the Board voted 5-0 to uphold the variance on condition that the variance holder preserve the natural environment to the greatest extent possible, consistent with the Code.

SPEAKERS: Tina Tam, PD; Stephen Williams, attorney for appellant; Mark Brand, agent for variance holder; Ron Tom, DBI; Mark Courey, appellant.

PUBLIC COMMENT: None.

(12) APPEAL NO. 06-121

2604-2606 BUCHANAN STREET
HOMEOWNERS ASSOCIATION,
Appellant(s)
vs.

DEPT. OF BUILDING INSPECTION,
Respondent
PLANNING DEPT. APPROVAL

2608-2610 Buchanan Street.
Protesting the issuance on August 1,
2006, to Sol Cera & Chandra Cen, Site
Permit to Alter a Building (on 2-unit
building: various exterior and interior
work).
APPLICATION NO. 2006/02/09/4285S.
FOR HEARING TODAY.

ACTION: Withdrawn by appellant(s).

SPEAKERS: None.

PUBLIC COMMENT: None.

There being no further business, President Fung adjourned the meeting at 8:45 p.m.

Robert H. Feldman, Executive Secretary

Transcripts of these hearings can be obtained from Ms. Claudine Woeber, the Official Court Reporter, 415-506-0430.

EXHIBIT 5

CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF PUBLIC WORKS
ORDER NO. 177,948

APPROVAL OF MINOR ENCROACHMENT PERMIT AT 1310 STANYAN STREET
(BLOCK 2706, LOT 035).

APPLICANT: Mark Brand, Architect
for Kieran J. Woods
425 Second Street, Suite 601
San Francisco, CA 94107

PROPERTY IDENTIFICATION: Lot 035 in Assessor's Block 2706
(1310 Stanyan St.)
San Francisco, CA 94104

DESCRIPTION OF REQUEST: Minor Encroachment Permit

BACKGROUND:

1. On April 12, 2006, the Land Use and Economic Development Committee of the Board of Supervisors tabled a request for a Major (Street) Encroachment Permit (See DPW Order No. 175,850, approved revised March 8, 2006, copy attached) to construct a privately maintained driveway, and related improvements to provide vehicular access to the subject property off Clarendon Avenue.
2. On November 17, 2006, the applicants submitted an Application for a Minor Encroachment Permit to construct a privately maintained concrete stairway with wood and steel handrails and lighting, and related improvements including a new concrete retaining wall with drainage facilities and a trash compartment to be hidden from view, to provide pedestrian access to the subject property off Mountain Spring Avenue.
3. DPW informed the applicant that this application submittal may be processed as a Minor Encroachment Permit only if the property owner of 90 Mountain Spring Avenue (Assessor's Block 2706, Lot 051), whose lot abuts and per Article 9 of the Public Works Code has maintenance responsibilities for a portion of the unimproved Stanyan Street right-of-way, consent to the proposed encroachment.
4. Following discussions among DPW staff and the Planning Department concerning the proposed encroachment; on April 6, 2007, DPW prepared and mailed a notification letter and DPW Order No. 176,807, approved April 11, 2007 to property owners within 150-foot radius of the subject property indicating DPW's intent to approve the subject encroachment and giving those property owners the right to appeal DPW's decision by April 16, 2007.
5. In response to the above letter of intent, DPW received letters of opposition, including a petition of signatures opposing the proposed encroachment; copies of the petition were also sent to the Director of Public Works, Zoning Administrator, and to the Clerk of the Board of Supervisors.

6. Following additional discussions among DPW staff, District 7 Supervisor Sean Elsbernd's Office, and the Planning Department, including a neighborhood meeting arranged by and held in Supervisor Elsbernd's Office, DPW scheduled a public hearing for August 8, 2007 to consider the proposed encroachment.
7. Hearing Officer Christopher McDaniels inspected the subject site and conducted a hearing on the merits of the Minor Encroachment Permit on August 8, 2007.
8. Testimony was presented at the hearing by the applicants in support of the proposed encroachment, and also in opposition to the proposed encroachment by several adjacent property owners, including those who signed the petition received by DPW; however, due to the request made by Supervisor Elsbernd's Office to continue the hearing, Mr. McDaniels continued the public hearing to the call of the Departmental hearing officer. The purpose for the continuance was to allow further meetings and negotiations between the property owners of the subject property and 90 Mountain Spring Avenue, and DPW.
9. Following a meeting on August 21, 2007 with DPW staff, the City Attorney's Office, the owners of 90 Mountain Spring Avenue and their attorney, and numerous conversations and e-mail correspondences thereafter, the owners of 90 Mountain Spring Avenue submitted to DPW, via letter from Boone Law Group dated August 21, 2007, their written consent to DPW Order No. 176,807, originally approved August 11, 2007. The consent covered the construction of the proposed stairway abutting their property at the unimproved Stanyan Street frontage and allowed this current application to proceed as a Minor Encroachment Permit.
10. Hearing Officer Christopher McDaniels re-inspected the subject site and, on October 22, 2008, conducted a duly noticed continuance of the August 8, 2007 public hearing on the Minor Encroachment Permit.
11. At the October 22, 2008 hearing, the Hearing Officer considered and reviewed all of DPW's files on this encroachment and the additional documents, including the aforementioned letter from Boone Law Group, and testimony of parties supporting and opposed to the encroachment. Based on this information, the Hearing Officer made his decision to recommend the proposed Minor Encroachment Permit for approval.

HEARING OFFICER RECOMMENDATION: APPROVAL of the request for a Minor Encroachment Permit based on the following findings:

FINDING 1. Ingress and/or egress to an existing legal lot via public right-of-way are allowed via State Law. Following the Board of Supervisor's tabling of the originally proposed Major (Street) Encroachment for the proposed driveway, for vehicular access to the subject property off Clarendon Avenue, the applicants submitted this request for the only other option to provide access to the subject property via pedestrian stairway off Mountain Spring Avenue.

DPW Order No. 177,948
December 3, 2008
Page 3

FINDING 2. The subject lot's sole access is via the subject portion of Stanyan Street; whereas, the other four (4) lots abutting this portion of Stanyan Street have access via Clarendon or Mountain Spring Avenues.

FINDING 3. A Minor Encroachment Permit is the appropriate permit type for this activity because the adjacent property owner who abuts the proposed stairway on Mountain Spring Avenue has consented to this permit.

FINDING 4. The proposed encroachment is desirable and convenient in conjunction with the owners' use and enjoyment of their property.

FINDING 5. The proposed encroachment satisfies the City's engineering and technical design standards for its intended use.

APPROVED: DECEMBER 3, 2008

Edward D. Reiskin
Director of Public Works

EXHIBIT 6

RECEIVED

JAN 20 2005

CITY & COUNTY OF S.F.
DEPT. OF CITY PLANNING
ADMINISTRATION

January 14, 2005

San Francisco Planning Commission

Attn: Rick Crawford
1660 Mission St.
Fifth Floor
San Francisco, CA 94103

Dear Sirs:

This is in response to the hearing before the Commission regarding Building Permit Application No. 200407158977 (1310 Stanyan) which is to be January 20, 2005. We are very much supportive of this application because the proposed project:

Will not affect anyone's views of the bay or the downtown.

It more than conforms to the neighborhood character as there is ample precedence in the area for houses with twenty five foot wide lots situated on a side by side basis.

Is well designed, and consequently, will be a worthy addition to the twin Peaks neighborhood.

Provides new housing to San Francisco

Will add significant value to the tax rolls.

Sincerely,

*Leua & Tom Groth
75 Mountain Spring
SF CA 94114*

December 16, 2004

San Francisco Planning Commission

Attn: Rick Crawford
1660 Mission St.
Fifth Floor
San Francisco, CA 94103

Dear Sirs:

This is in response to the hearing before the Commission regarding Building Permit Application No. 200407158977 (1310 Stanyan) which is to be January 20, 2005. We are very much supportive of this application because the proposed project:

- Will not affect anyone's views of the bay or the downtown.
- It more than conforms to the neighborhood character as there is ample precedence in the area for houses twenty five wide situated on a side by side basis.
- Is well designed, and consequently, will be a worthy addition to the neighborhood.
- Will add significant value to the tax rolls.

My living room looks directly onto this site and I will find this new home a pleasant addition to the view.

Sincerely,

Bettie K. Slissman

136 Mountain Spring Ave, San Francisco, Ca. 94114

Ms Bettie K Slissman
136 Mountain Spring Ave
San Francisco CA 94114

January 18, 2005

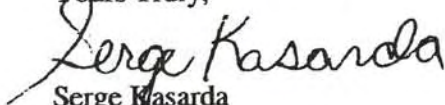
Albert & Janice Blaylock
90 Mountain Spring Avenue
San Francisco, Ca. 94114

Mr. & Mrs. Blaylock:

In response to the filing of plans to build a new home on your vacant lot at 1310 Stanyan Street, the uncompleted street across from my home on Clarendon Avenue, I am in complete support of the project if you have stop signs installed on both sides of Clarendon Street where it intersects Stanyan Street.

Good luck with the project.

Yours Truly,

A handwritten signature in cursive script that reads "Serge Kasarda". The signature is written in black ink and is positioned above the printed name and address.

Serge Kasarda
124 Clarendon Avenue
San Francisco, Ca. 94114



Existing
vegetation
looking up
from
Clarendon Ave.







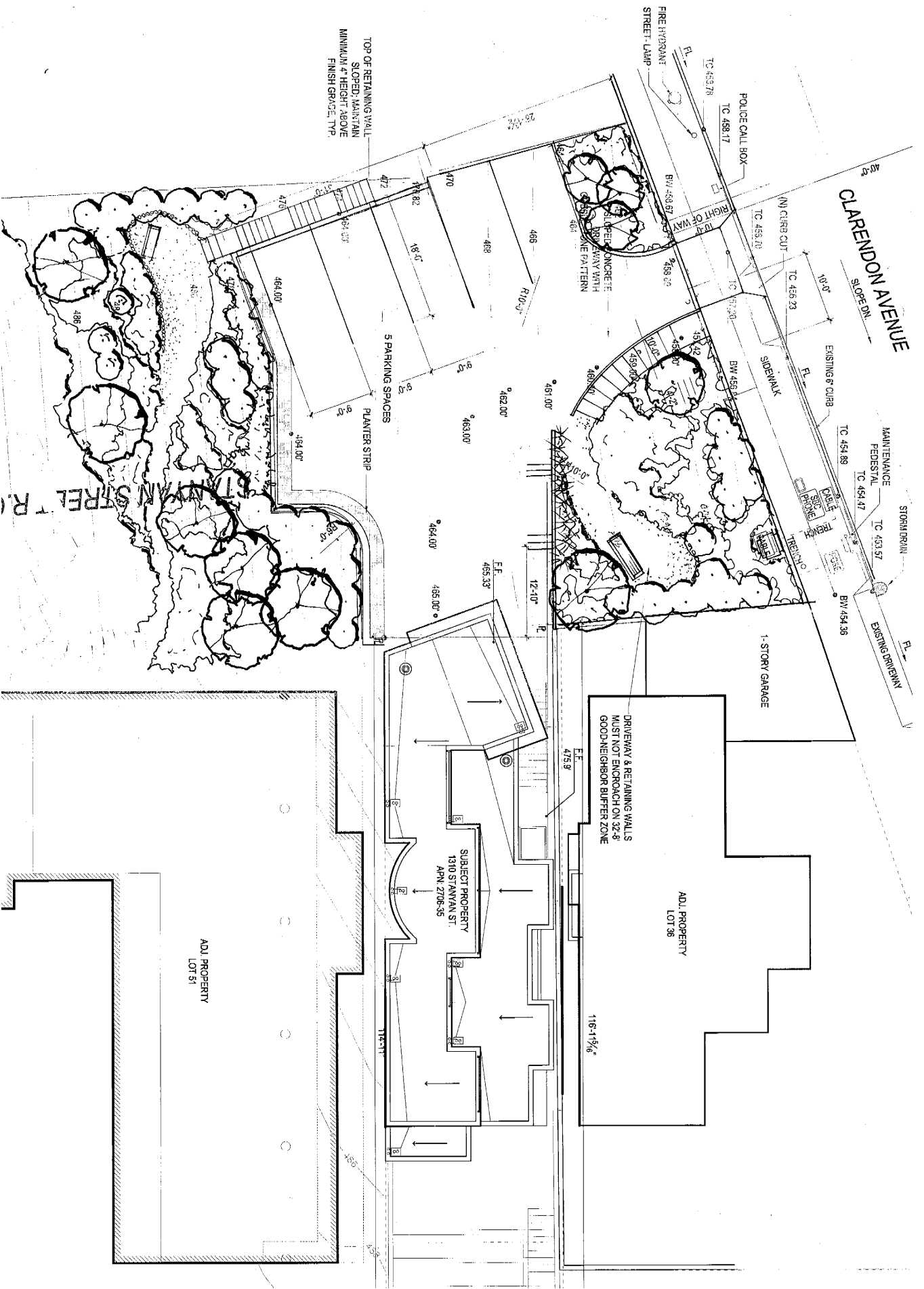






EXHIBIT 7

CLARENDON AVENUE



TOP OF RETAINING WALL
SLOPED MAINTAIN
MINIMUM 4' HEIGHT ABOVE
FINISH GRADE, TYP.

STAWMAN STREET R/W

SUBJECT PROPERTY
1310 STAWMAN ST.
APN: 2706-35

DRIVEWAY & RETAINING WALLS
MUST NOT ENCROACH ON 32'-8"
GOOD NEIGHBOR BUFFER ZONE

ADJ. PROPERTY
LOT 36

ADJ. PROPERTY
LOT 51

1-STORY GARAGE

5 PARKING SPACES

PLANTER STRIP

POLICE CALL BOX

FIRE HYDRANT
STREET LAMP

MAINTENANCE
PEDESTAL

STORM DRAIN

EXISTING DRIVEWAY

EXISTING 6' CURB

SIDEWALK X

(N) CURB CUT

RIGHT OF WAY

CONCRETE
DRIVEWAY WITH
SLOPED MAINTAIN
PATTERN

TOP OF RETAINING WALL

SLOPED MAINTAIN

MINIMUM 4' HEIGHT ABOVE

FINISH GRADE, TYP.

TOP OF RETAINING WALL

SLOPED MAINTAIN

MINIMUM 4' HEIGHT ABOVE

FINISH GRADE, TYP.

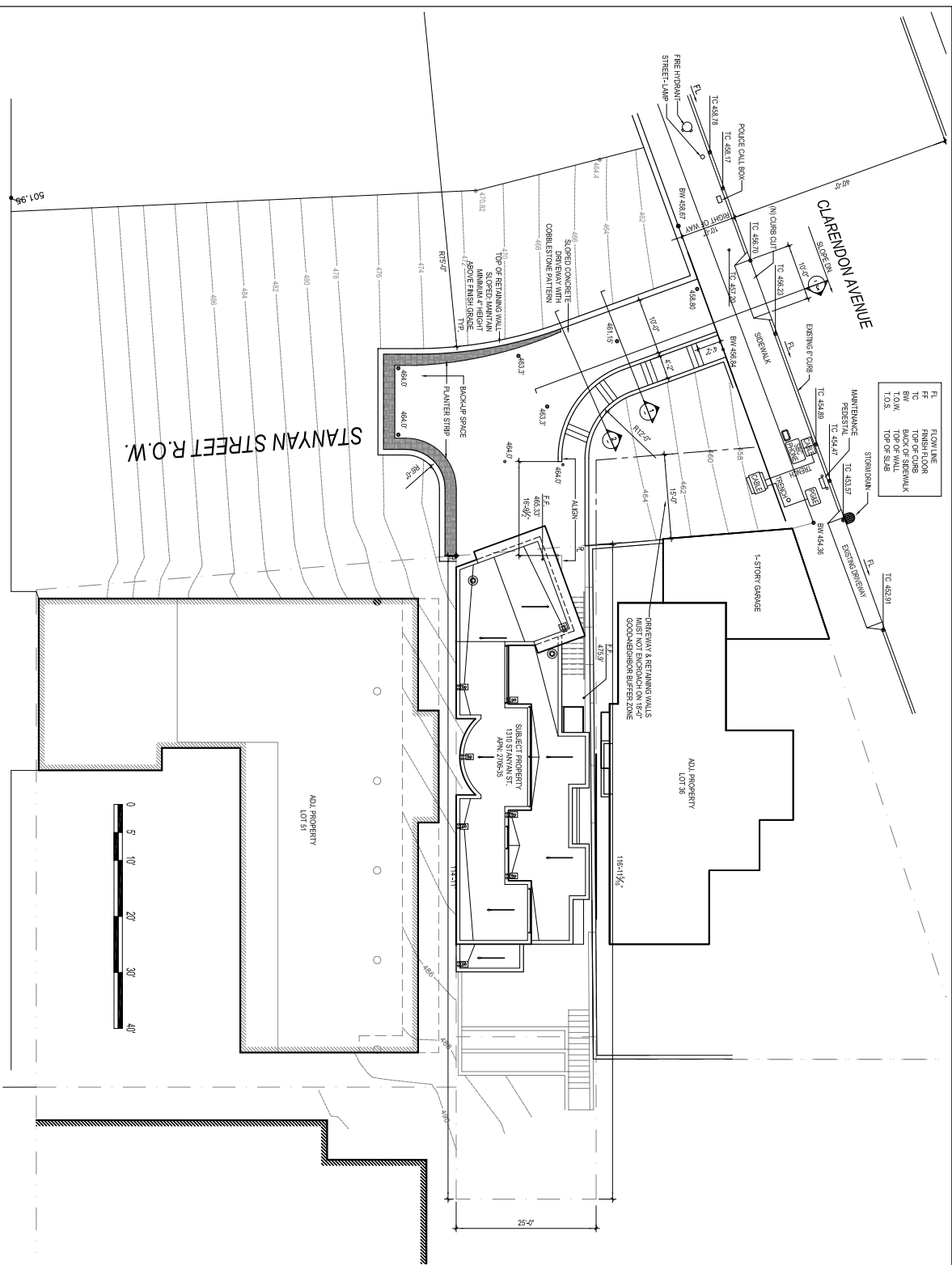
TOP OF RETAINING WALL

SLOPED MAINTAIN

MINIMUM 4' HEIGHT ABOVE

FINISH GRADE, TYP.

- FL FINISH GRADE
- FF FINISH FLOOR
- TC TOP OF CURB
- BW BACK OF SIDEWALK
- I.O.S. TOP OF SLAB



PROPOSED DRIVEWAY PLAN 1



1410 Stanyan Street

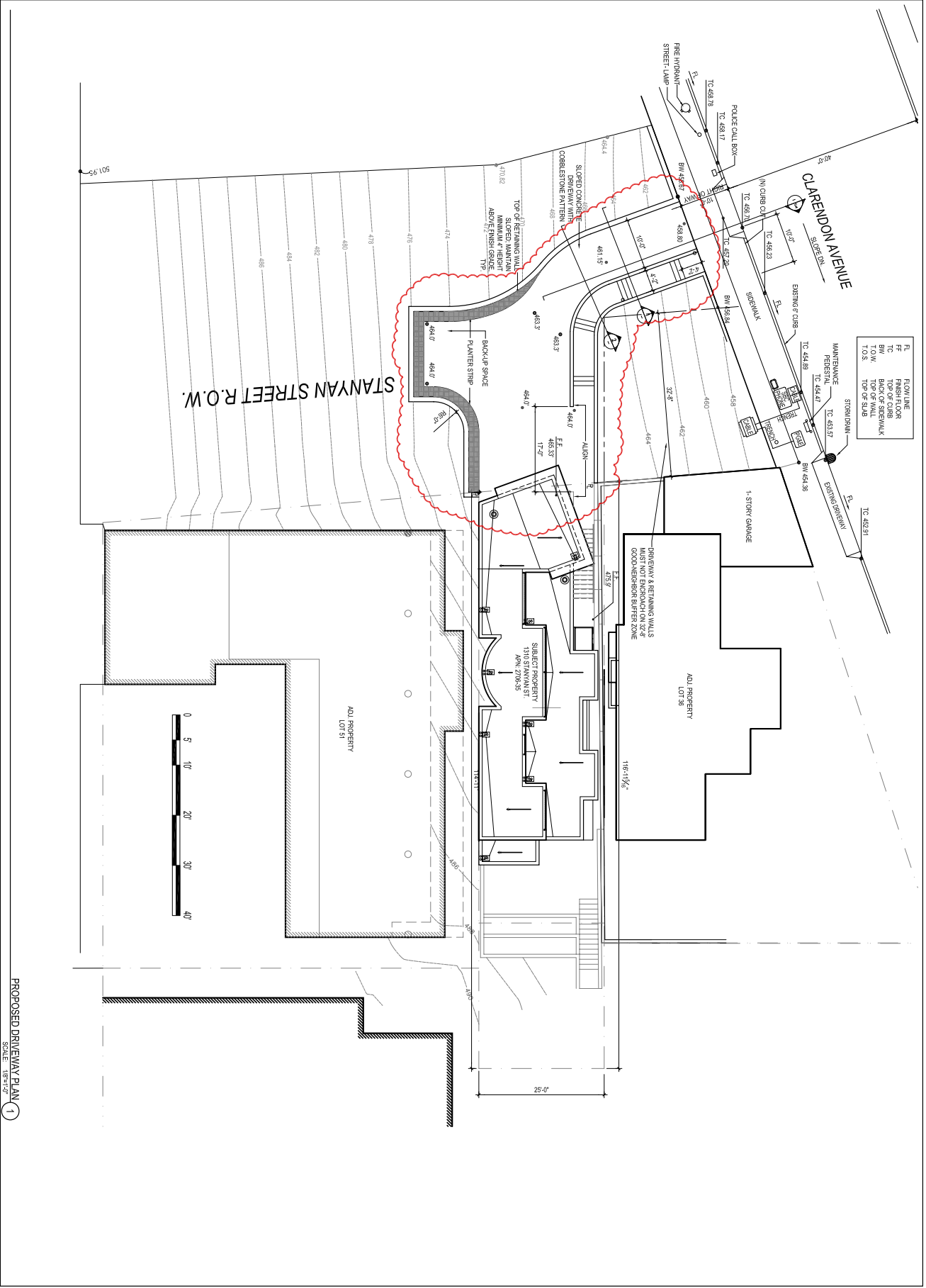
New Driveway

Block 2706 Lot 35
San Francisco, CA

DATE:	02.20.12
DRAWN BY:	AM
COR NO.:	04-HE-03
SCALE:	AS SHOWN
SHEET TITLE:	PROPOSED DRIVEWAY PLAN

PROPOSED SITE PLAN

A0.1



PROPOSED DRIVEWAY PLAN 1



1410 Stanyan Street

New Driveway

Block: 2706 Lot:35 San Francisco, CA

ISSUE DATE PRELIM PROPOSAL 02/07/12

DATE	02/03/12
DRAWN BY	AM
JOB NO.	03-RE-03
SCALE	
SHEET TITLE	
SHEET NO.	

PROPOSED SITE PLAN

A0.1

CLARENDON AV.

SLOPE DN.

PEDESTAL

TC 454.47

TC 453.57

EXISTING

TC 454.89

PG&E

BW 454.36

EXISTING 6" CURB

CABLE

SBC PHONE

TRENCH

TRENCH

CABLE

1-S

10'-0"

FL

TC 456.23

(N) CURB CUT

TC 456.70

SIDEWALK

TC 457.20

BW 456.84

458

460

462

32'-8"

464

RIGHT OF WAY

10'-0"

N 458.67

458.80

4'-2"

4'-2"

10'-0"

462

464

461.15'

463.3'

463.3'

ALIGN

464.0'

F.F.

465.33'

17'-0"

464.0'

SLOPED CONCRETE DRIVEWAY WITH COBBLESTONE PATTERN

470

470.82

472

TOP OF RETAINING WALL SLOPED; MAINTAIN MINIMUM 4" HEIGHT ABOVE FINISH GRADE, TYP.

474

BACK-UP SPACE

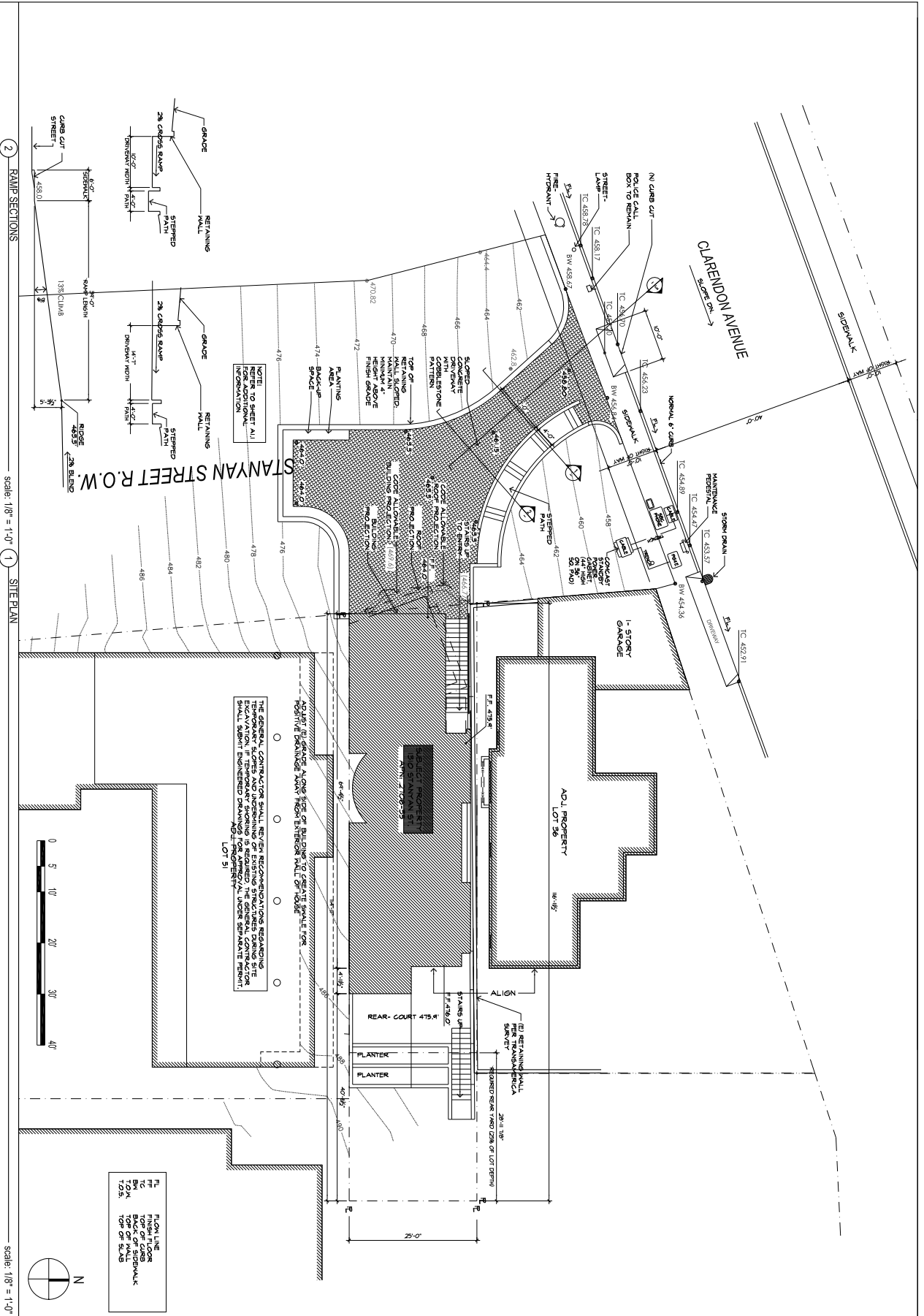
PLANTER STRIP

464.0'

464.0'

R6'-0"

476



2 RAMP SECTIONS

1 SITE PLAN

Scale: 1/8" = 1'-0"

Scale: 1/8" = 1'-0"

T2

PL FINISH FLOOR
 BM TOP OF SIDEWALK
 12.1
 TOP OF MALL
 12.0
 12.1
 12.2

DATE: 11.13.12
 DRAWN BY: SWS
 JOB NO: 09-26-12

SHEETS: 11 OF 12
 11.13.12

SITE PLAN

A New Residence at:
 1310 STANYAN STREET
 BLOCK: 2706, LOT: 35
 San Francisco, California



A PROFESSIONAL ENGINEER
 HAS REVIEWED THESE
 PLANS AND FOUND THEM
 TO BE IN ACCORDANCE
 WITH THE REQUIREMENTS
 OF THE CALIFORNIA
 ENGINEERING ACT.



EXHIBIT 8

EXHIBIT 9



San Francisco Property Information Map

Public Access to Useful Property Information & Resources at the Click of a Mouse

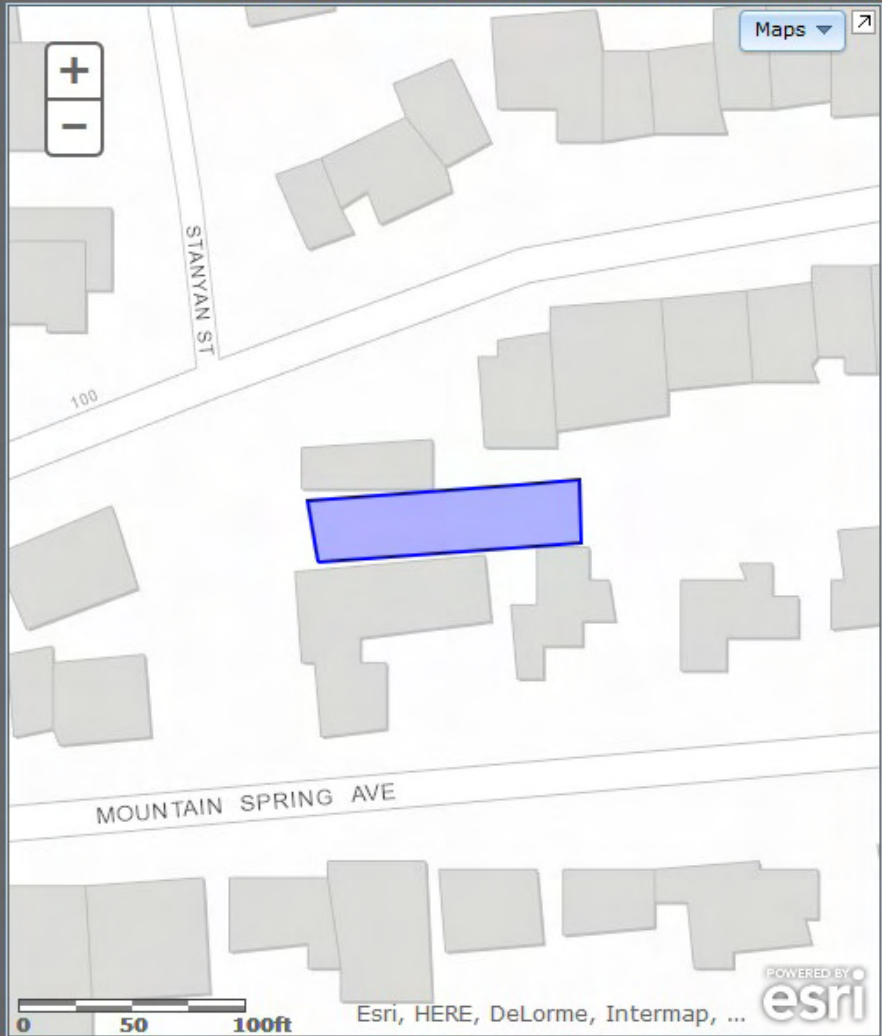
Step 1: Search or Click on the Map

Search Examples: 400 Van Ness Ave 0787/001
Mission and Van Ness 2011.0218
Ferry Building

1410 stanyan street



[Measure Distance](#) | [Street View](#) | [Map Legend](#) | [Clear Map](#)



Step 2: Review Property Information

Click tabs below to view property or parcel information

Property	Zoning	Preservation	Projects	Building Per
Land:				\$470,305.00
Structure:				\$1,257,432.00
Fixtures:				-
Personal Property:				-
Year Built:				-
Building Area:				-
Parcel Area:				2,888 sq ft
Units:				-
Stories:				-
Recorded Documents for this property				

[View Assessor's Block Map](#)

[View Historic Sanborn Map](#)

[View Historic Sanborn Map 2](#)

[back to top](#)

EXHIBIT 10

ASSESSOR-RECORDER'S OFFICE

lots68&69&71 into lots72/74 for 2001 roll

© COPYRIGHT SAN FRANCISCO
CITY & COUNTY ASSESSOR 1995

2706

CLARENDON HEIGHTS TR.2 BLK.II

REVISED 1958

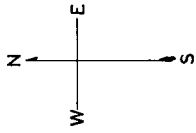
1959

REVISED '63

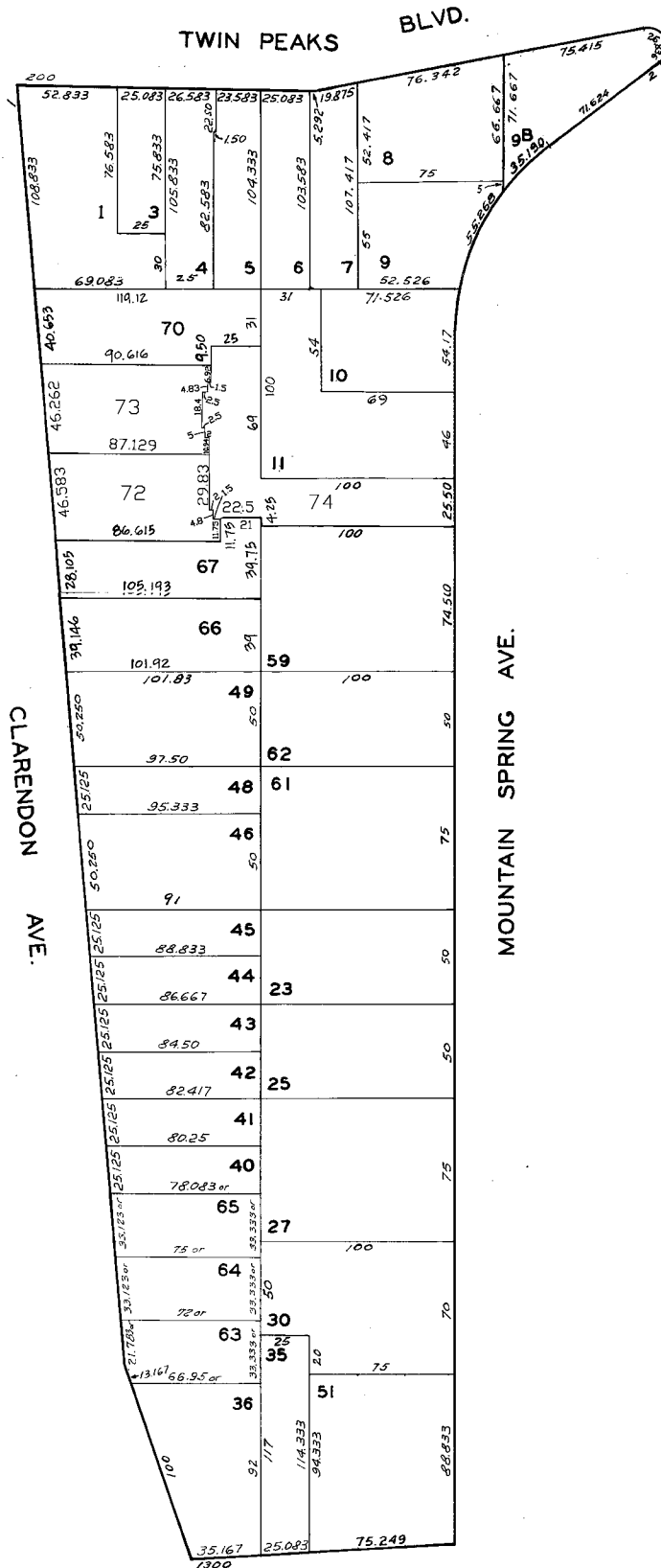
" 1965

" 1993

Revised 2001



LOTS MERGED	
LOTS	INTO LOT
2	1 "1946"
15/17	14 1950
12/13	11 1951
24	23 1952
24	26 1954
28/29	27 "
31, 31A	30 "
47	46 "
50	49 "
9A	89 - 1956



STANYAN

EXHIBIT 11



PLANNING DEPARTMENT

City and County of San Francisco • 1660 Mission Street, Suite 500 • San Francisco, California • 94103-2414

MAIN NUMBER (415) 558-6378	DIRECTOR'S OFFICE PHONE: 558-6411 4TH FLOOR FAX: 558-6426	ZONING ADMINISTRATOR PHONE: 558-6350 5TH FLOOR FAX: 558-6409	PLANNING INFORMATION PHONE: 558-6377 MAJOR ENVIRONMENTAL FAX: 558-5991	COMMISSION CALENDAR INFO: 558-6422 INTERNET WEB SITE WWW.SFGOV.ORG/PLANNING
--------------------------------------	--	---	---	--

October 14, 2005

Mr. Scott Colson
 Mr. Mark Brand
 Mark Brand Architecture
 425 Second Street, Suite 601
 San Francisco, CA 94107

Re: Case No. 2004.1167R
1310 Stanyan Street
DPW Major Encroachment --Permit # 2706/035

Mr. Colson and Mr. Brand,

This letter is responding to a General Plan Referral Case No. 2004.1167R seeking a conformity-determination for a new driveway and related improvements in the Stanyan Street public right-of-way. The Major Encroachment is related to a dwelling previously approved by the Planning Commission at 1310 Stanyan Street, Case No. 2004.1167DD.

Although construction of a new driveway in this portion of Stanyan Street public right-of-way is not fully consistent with the pedestrian-oriented urban patterns in the neighborhood, the Planning Department determines that the attached final modified proposal would be on balance, **in-conformity** with the General Plan. The findings, based on the General Plan objectives and policies, are contained in the staff report included as *Attachment 2*.

The Planning Department has reviewed the modifications made to the driveway's original design and appreciates the efforts you have made to respond to several recommendations in order to reduce the impact this project would have on the neighborhood's built environment.

The Department is pleased to see a dramatic reduction in the driveway's proposed curb cut (from 29' wide to 10" wide). The new plan also adds landscaping that would soften the appearance of the driveway's retaining walls, blending well into the undeveloped public right-of-way. And finally, as you state in a letter of September 26, 2005 the neighbors seems to favor this aspect of the new design.

Your response to the Department's staff commendations to include a "public amenity" in a new design, and to present a number of design alternatives to neighborhood organizations and nearby residents is well taken. We understand you presented several sketches at a public meeting held on September 20, 2005, but that for various reasons, the neighbors' final inclination was not to accept any of them.

Environmental Review

The Major Environmental Analysis Division of the Planning Department determined that the proposed Project is categorically exempt from CEQA review under Class 1(c) and 4(b) of State Environmental Review Guidelines.

Planning Code Section 101.1 Policies

The Project has been found consistent with the Eight Priority Policies of Section 101.1 of the Planning Code. They are included as *Attachment 3*.

In summary, after assessing the revisions made to the Project (Major Encroachment Permit to install a driveway, retaining walls, landscaping and related improvements) in the Stanyan Street right-of-way, the Planning Department determines that the attached final modified proposal would be, on balance, **in-conformity** with the General Plan.

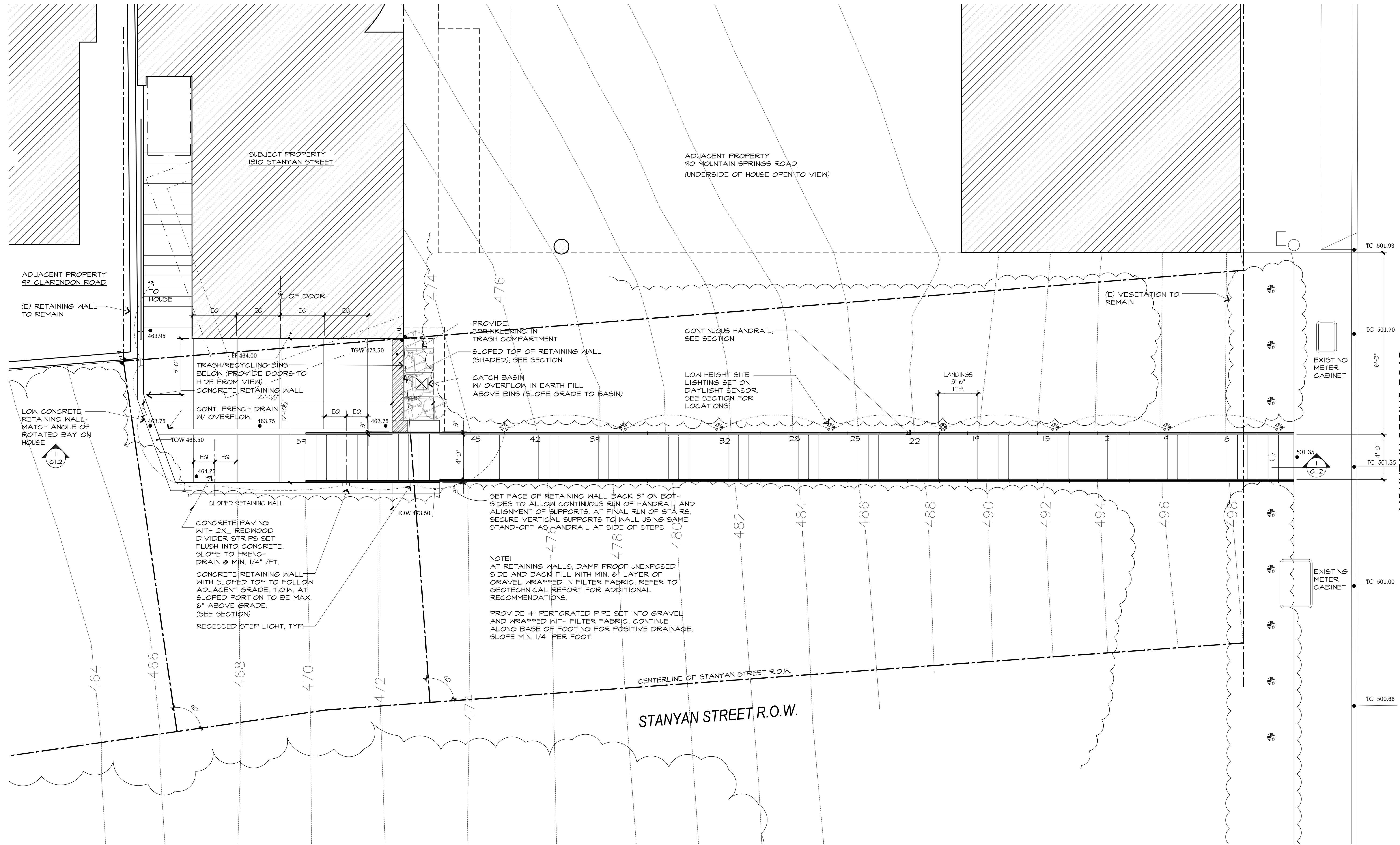
Sincerely,


Dean L. Macris
Director of Planning

Attachments: 1. Modified Project Plans
 2. Case Report
 3. Section 101.1 Findings

cc: Nick Elsner, DPW Bureau of Street Use and Mapping
 Lawrence Badiner, Zoning Administrator
 Rick Crawford, Planning Department
 Sandra Soto-Grondona, Planning Department

EXHIBIT 12



SUBJECT PROPERTY
1310 STANYAN STREET

ADJACENT PROPERTY
90 MOUNTAIN SPRINGS ROAD
(UNDERSIDE OF HOUSE OPEN TO VIEW)

ADJACENT PROPERTY
99 CLARENDON ROAD

TRASH/RECYCLING BINS
BELOW (PROVIDE DOORS TO
HIDE FROM VIEW)
CONCRETE RETAINING WALL
22'-2 1/2"

CONT. FRENCH DRAIN
W/ OVERFLOW

PROVIDE
SPRINKLER IN
TRASH COMPARTMENT

SLOPED TOP OF RETAINING WALL
(SHADED); SEE SECTION

CATCH BASIN
W/ OVERFLOW IN EARTH FILL
ABOVE BINS (SLOPE GRADE TO BASIN)

CONTINUOUS HANDRAIL;
SEE SECTION

LOW HEIGHT SITE
LIGHTING SET ON
DAYLIGHT SENSOR.
SEE SECTION FOR
LOCATIONS

LANDINGS
3'-6"
TYP.

(E) VEGETATION TO
REMAIN

SLOPED RETAINING WALL

CONCRETE PAVING
WITH 2X REDWOOD
DIVIDER STRIPS SET
FLUSH INTO CONCRETE.
SLOPE TO FRENCH
DRAIN @ MIN. 1/4" / FT.

CONCRETE RETAINING WALL
WITH SLOPED TOP TO FOLLOW
ADJACENT GRADE. T.O.W. AT
SLOPED PORTION TO BE MAX.
6" ABOVE GRADE.
(SEE SECTION)

RECESSED STEP LIGHT, TYP.

SET FACE OF RETAINING WALL BACK 3" ON BOTH
SIDES TO ALLOW CONTINUOUS RUN OF HANDRAIL AND
ALIGNMENT OF SUPPORTS. AT FINAL RUN OF STAIRS,
SECURE VERTICAL SUPPORTS TO WALL USING SAME
STAND-OFF AS HANDRAIL AT SIDE OF STAIRS

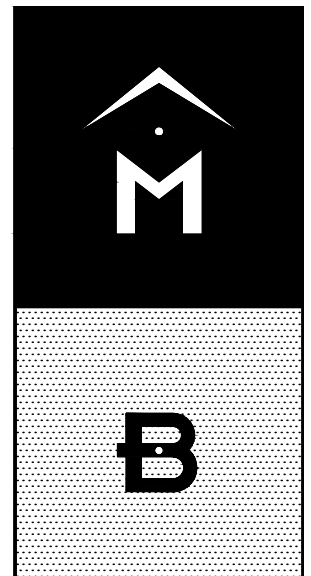
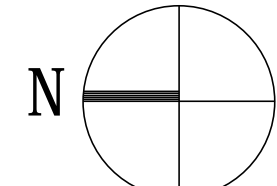
NOTE!
AT RETAINING WALLS, DAMP PROOF UNEXPOSED
SIDE AND BACK FILL WITH MIN. 6" LAYER OF
GRAVEL WRAPPED IN FILTER FABRIC. REFER TO
GEOTECHNICAL REPORT FOR ADDITIONAL
RECOMMENDATIONS.

PROVIDE 4" PERFORATED PIPE SET INTO GRAVEL
AND WRAPPED WITH FILTER FABRIC. CONTINUE
ALONG BASE OF FOOTING FOR POSITIVE DRAINAGE.
SLOPE MIN. 1/4" PER FOOT.

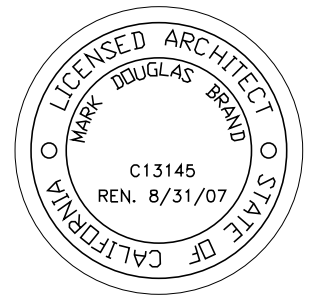
MOUNTAIN SPRING ROAD

CENTERLINE OF STANYAN STREET R.O.W.

STANYAN STREET R.O.W.



MARK BRAND
ARCHITECTURE
425 SECOND STREET SUITE 601
SAN FRANCISCO CA 94107
TEL: 415.543.7300 FAX: 415.543.5225



A New Residence at:
1310 STANYAN STREET
BLOCK: 2706, LOT: 35
San Francisco, California

EXTERIOR STAIR PLAN

REVISIONS
ADDENDUM 1 11.15.06

DATE:
SCALE: AS NOTED
DRAWN BY: SM/SC
JOB NO. 03-RE-03

EXTERIOR STAIR
PLAN

C1.1

EXHIBIT 13

12/3/08



CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF PUBLIC WORKS
ORDER NO. 177,948

APPROVAL OF MINOR ENCROACHMENT PERMIT AT 1310 STANYAN STREET
(BLOCK 2706, LOT 035).

APPLICANT: Mark Brand, Architect
for Kieran J. Woods
425 Second Street, Suite 601
San Francisco, CA 94107

PROPERTY IDENTIFICATION: Lot 035 in Assessor's Block 2706
(1310 Stanyan St.)
San Francisco, CA 94104

DESCRIPTION OF REQUEST: Minor Encroachment Permit

BACKGROUND:

1. On April 12, 2006, the Land Use and Economic Development Committee of the Board of Supervisors tabled a request for a Major (Street) Encroachment Permit (See DPW Order No. 175,850, approved revised March 8, 2006, copy attached) to construct a privately maintained driveway, and related improvements to provide vehicular access to the subject property off Clarendon Avenue.
2. On November 17, 2006, the applicants submitted an Application for a Minor Encroachment Permit to construct a privately maintained concrete stairway with wood and steel handrails and lighting, and related improvements including a new concrete retaining wall with drainage facilities and a trash compartment to be hidden from view, to provide pedestrian access to the subject property off Mountain Spring Avenue.
3. DPW informed the applicant that this application submittal may be processed as a Minor Encroachment Permit only if the property owner of 90 Mountain Spring Avenue (Assessor's Block 2706, Lot 051), whose lot abuts and per Article 9 of the Public Works Code has maintenance responsibilities for a portion of the unimproved Stanyan Street right-of-way, consent to the proposed encroachment.
4. Following discussions among DPW staff and the Planning Department concerning the proposed encroachment; on April 6, 2007, DPW prepared and mailed a notification letter and DPW Order No. 176,807, approved April 11, 2007 to property owners within 150-foot radius of the subject property indicating DPW's intent to approve the subject encroachment and giving those property owners the right to appeal DPW's decision by April 16, 2007.
5. In response to the above letter of intent, DPW received letters of opposition, including a petition of signatures opposing the proposed encroachment; copies of the petition were also sent to the Director of Public Works, Zoning Administrator, and to the Clerk of the Board of Supervisors.

EXHIBIT 14

SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT ("Agreement") is made as of May ___, 2012 between Kieran Woods and KJ Woods Construction Inc., ("*Project Sponsor*") and George and Myrta Matula ("*Neighbors*"). Project Sponsor and Neighbors are sometimes referred to in this Agreement collectively as the "*Parties*".

The Parties agree as follows:

Recitals:

1.1 A. Project Sponsor is the owner of that certain parcel of real property commonly known as 1310 Stanyan Street, San Francisco, California (Assessor's Block 2607/Lot 035) (the "*Project Sponsor Property*"). Project Sponsor has applied for a permit to construct a new building which is designated Building/Site Permit No. 200407158977 and various other permit and entitlements including a variance and Department of Public Works encroachment and street space permit # 345074. (The "*Project*").

B. Neighbors are the owners of the certain parcel of real property commonly known as 99 Clarandon Avenue, San Francisco, California, which is located directly north and adjacent to the Project sponsor Property, (Assessor's Block 2607/Lot 36) (the "*Neighbor Property*")

C. Project Sponsor agrees to prepare and agrees to submit revised plans and an application to the Department of Public Works for the Project for the purposes of obtaining permission for and constructing of a driveway in the unaccepted portion of Stanyan Street immediately west and adjacent to the Project Sponsor Property and the Neighbor Property. The configuration of the driveway will be based on an architectural drawing presented to the Neighbors dated March 18, 2012, and more particularly described herein (the "Driveway Proposal") A reduced copy of said Driveway Proposal is attached hereto as Exhibit A.

D. Neighbors are concerned with the impact that the Project could have on the neighborhood. Accordingly, Neighbors and others previously filed two applications for Discretionary Review referenced as Case No. 2004.1167 DD ("**DR**") with the San Francisco Planning Department. Those matters were heard by the Planning commission on January 20, 2005, but did not resolve all objections to the Project. Further, Neighbor and others opposed the previously proposed driveway to the Project from Clarandon Avenue and said driveway application, termed a "major encroachment" under the Public Works Code, was previously tabled following a hearing at the Board of Supervisors Land Use Committee.

E. By entering into this Agreement, the Parties desire to fully and finally resolve all disputes and based on the representations made by Project Sponsor regarding amendments to the Plans for the Driveway Proposal and the mutual agreements and convents contained herein, Neighbors desire to refrain from further opposing the Driveway Proposal on the terms and conditions contained in this Agreement and both the Neighbors and Project Sponsor have agreed that it is in their mutual interests to resolve this dispute in accordance with the terms of this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual benefits accruing to the Parties hereto and other valuable consideration, the receipt and sufficiency of which consideration are hereby acknowledged, it is hereby declared, understood and agreed as set forth below

1. Recitals. The Recitals stated above are true and correct and by reference are incorporated herein as set forth in full.

2. Non-Opposition. Neighbors agree not to oppose or cause any opposition or aid or assist anyone in any opposition to the Driveway Proposal, so long as the application is made and any Permit issued for said Driveway Proposal is constructed in conformity with the Driveway Proposal attached hereto and the terms of this Agreement are fully performed. Neighbors hereby waive all rights to appeal issuance of the permit for the Driveway Proposal. In the event the Driveway Proposal is appealed or challenged by any person, Neighbors shall write a timely letter to the Board, Commission or hearing officer to which the appeal is taken, stating that the Neighbors do not oppose the Driveway Proposal, that Project Sponsor cooperated with the Neighbors to address the concerns about the Driveway Proposal, and based on that cooperation, the Neighbors withdrew all objection to the Driveway Proposal. Neither the Neighbors nor any agents, either individually or together, shall file an appeal against the Driveway Proposal, file an appeal of any permit with the Board of Appeals, or otherwise contest or challenge the Driveway Proposal, any permit or any other entitlement or approval or oppose the Driveway Proposal in any way, by act or omission, including but not limited to any challenge to the Driveway Proposal's compliance with the California Environmental Quality Act (CEQA), nor shall they assist or encourage any person in opposing the Driveway Proposal, so long as the Driveway Proposal remains in the form and size contemplated by the attached Proposal and the terms of this Agreement are fully, fairly and timely performed. In addition, the Neighbors and Project Sponsor agree to timely execute any documents, sign any plans, consents or take any further actions related to Driveway Proposal approvals, if requested to do so by Project Sponsor or any agency of the City and County of San Francisco, in order to complete this Agreement and the intention of the Parties to fully resolve this dispute. Contemporaneously with the execution of this Agreement the Neighbors shall sign the form of letter attached hereto as Exhibit B addressed to F. Delvin Washington of the San Francisco Planning Department noting the Neighbors non-opposition to the Driveway Proposal. By the withdrawal of said opposition, Neighbors make no representations to project Sponsor or any other party regarding project Sponsor's entitlement to any permits for the Driveway Proposal or otherwise.

3. Compliance with Drawings and Agreement. Project Sponsor agrees further to submit to the San Francisco Public Works Department, Planning Department and to the DBI plans for the Driveway Proposal that are in conformity with this Agreement and Project Sponsor agrees and warrants constructing the Driveway Proposal in conformity with said Driveway Proposal and this Agreement as follows:

- 3.1 The Driveway curb cut on Clarandon Avenue will be no wider than ten feet (10').
- 3.2 The Driveway curb cut shall begin at a point on Clarandon Avenue west of Neighbor Property where it meets the unaccepted portion of Stanyan Street an approximate minimum distance of forty-five feet (45') as shown on the Driveway Proposal attached hereto.

3.3 The lighting along said new driveway will be low voltage and directed in a downward direction toward the paved portion of the new driveway.

3.4 No structure to house garbage cans will be constructed or located along Clarandon Avenue or outside of the new building located at 1410 Stanyan Street

3.5 Construction days/hours shall be limited to Monday through Friday, 7:30 am to 5:30 pm and Saturdays 9:00 am to 4:00 pm. No construction work or activities will be conducted at the site on Sunday or Holidays. Project Sponsor shall not allow debris and other refuse material from the Driveway Proposal to ever be present on the Adjacent Parcels. Project Sponsor shall broom and hose clean the sidewalks and streets abutting the Adjacent Parcels, removing construction related dust, dirt and debris that result from the excavation or the construction of the Driveway Proposal Project Sponsor shall implement reasonable dust-abatement procedures and shall remove or store on the Project site in appropriate containers all debris generated each day after completion of the work for that day. Project Sponsor and/or any workers shall not block the driveway of any Adjacent Parcels and shall not be used for construction purposes any curb parking in front of the Adjacent Parcels. No debris box or other equipment will be placed in front of Neighbor Property. Project Sponsor agrees to place the portable toilet for the Project on the Project Sponsors Property or in the unaccepted portion of Stanyan Street which fronts the Project Sponsors Property.

3.6 All excavation, staging, hauling and construction related activities will be conducted from the area in the unaccepted portion of Stanyan Street adjacent and directly west of the Project Sponsor property During construction, Project Sponsor agrees to unconditionally defend, insure and indemnify Neighbors from any and all liability, damage or claims of any and all kinds that may arise as a result of construction activity related to the Project which may occur in the unaccepted portion of Stanyan Street adjacent to Neighbors Property or otherwise during construction and following construction for all future use of the new driveway to 1410 Stanyan Street. Neighbors agree and acknowledge that Project sponsor will obtain access to utilities and sewer for the Project through the unaccepted portion of Stanyan Street.

3.7 If at any time during construction Project Sponsor or any subcontractors, employees or agents need or desires access to Neighbor Property for construction purposes or otherwise, Project Sponsor agrees to first seek permission and consent from Neighbors for such access.

3.8 The Parties agree that if any part of this Agreement is in conflict with the final approved plans or any permits or approvals issued for the Project, the terms of this Agreement will control as long as this does not supersede city and state guidelines.

4. Payments to Neighbors: After execution of this Agreement and within one day of receipt by Project Sponsor or counsel of, in consideration of this Settlement Agreement and the Release as set forth herein and below, Neighbor shall pay to Project Sponsor the amount of \$25,000.00. Within three months of the execution of this Agreement, Project Sponsor shall pay an additional amount of \$25,000.00, to Neighbors. A final payment of the amount of \$10,000.00 shall be made from Project Sponsor to Neighbors upon receipt of the permit to begin construction of the Driveway Proposal.

5. Confidentiality of Agreement. The terms and conditions of this Agreement shall be strictly confidential and may not be disclosed to anyone other than the Parties hereto.

Notwithstanding the prohibition in the preceding sentence: the Parties may disclose this Agreement, in confidence, to immediate family; (b) the Parties may disclose this Agreement in confidence to their respective attorneys, accountants, auditors, tax preparers, and financial advisors; (c) the Parties may disclose this Agreement as necessary to fulfill standard or legally required corporate reporting or disclosure requirements; and (d) the Parties may disclose this Agreement insofar as such disclosure may be necessary to enforce its terms or as otherwise required by law.

6. Notice. In all cases where written notice is required under this Agreement, service shall be deemed sufficient if the notice is deposited in the United States mail, postage paid. Proper notice shall be effective two business days after it is mailed, unless otherwise provided in this Agreement. Subject to each party's right to change its address by notice given to the other party pursuant to this Section 6, all notices shall be addressed as follows:

To Neighbors

George and Myrta Matula
99 Clarandon Avenue
San Francisco, CA 94114

To Project Sponsor

Kieran Woods

7. Time of Essence. Time is of the essence to each and every term, condition, obligation and provision of this Agreement.

8. Governing Law. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

9. Attorneys' Fees and Venue. If any legal action, arbitration or other proceeding is brought to enforce any provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs (including expert witness fees and costs) incurred in this action, arbitration or proceeding, in addition to any other relief to which the party may be entitled under law or equity. The venue for any legal action, arbitration or other proceeding shall be in the City and County of San Francisco, State of California.

10. Complete Agreement; Written Modification Only. This Agreement contains the entire agreement of the Parties concerning the Driveway Proposal and constitutes the complete, final and exclusive embodiment of their agreement with respect to the subject matter hereof. This Agreement supersedes any and all prior correspondence, arrangements, representations and understandings, whether written or oral, express or implied, with respect to the subject matter hereof. This Agreement may not be modified except by a written agreement which specifically sets forth each modification and is signed by all parties.

11. SECTION 1542 WAIVER. The Parties acknowledges that they has read and understand Section 1542 of the Civil Code of the State of California which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

The Parties hereby expressly waive and relinquish all rights and benefits under that section and any law or legal principle of similar effect in any jurisdiction with respect to the release of unknown and unsuspected claims granted in this Agreement.

12. Successors and Assigns. This Agreement, and all rights and obligations created by this Agreement, shall remain in force and effect, whether or not any party to this Agreement has been succeeded by another entity. All rights and obligations created by this Agreement shall inure to the benefit of and be binding upon each party's successors in interest. This Agreement shall run with the Project Sponsor Property whether by express assignment or by sale of the Property. Project Sponsor agrees that if the Project Sponsor Property is sold with the Permits and/or entitlements that assignment to and performance of this Agreement by any purchaser will be made a specific condition of any sale or transfer

13. Severability. If any provision of this Agreement is deemed or held invalid or unenforceable in whole or in part for any reason, the same shall be deemed severed from the remainder of this Agreement, and shall in no way affect or impair the validity or enforceability of any portion or all of this Agreement, which shall otherwise remain in full force and effect.

14. Merger. This Agreement, and the exhibits and references incorporated into this Agreement, fully express all understandings of the parties concerning the matters covered in this Agreement. No change, alteration or modification of the terms or conditions of this Agreement, and no verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written change or amendment of this Agreement duly executed by both parties. All prior negotiations and agreements are merged into this Agreement.

15. Counterparts. This Agreement may be deemed executed in two or more counterparts, by facsimile transmittal or electronic documents, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

16. No Waiver. Neither the failure by either party to insist on strict performance by the other party of any covenant, term or condition of this Agreement, nor the failure by either party to exercise any right or remedy upon a breach of any covenant, term or condition of this Agreement, shall constitute a waiver of the right to insist upon strict

performance, or a waiver of any right or remedy under this Agreement.

17. Liquidated Damages Both project Sponsor and Neighbors agree that it would be impracticable and extremely difficult to ascertain the amount of actual damages caused by material breach of the confidentiality provisions set forth in paragraphs 5 of this Agreement, and the Compliance with Drawings and Agreement provision set forth in paragraphs 3.0-3.8 respectively. Therefore, Project Sponsor and Neighbor agree that, in the event it is established, pursuant to the any dispute resolution process, that Project Sponsor has violated such provisions, project Sponsor shall pay to the Neighbors, as liquidated damages, ten (10) thousand dollars (\$10,000) for each breach. Project Sponsor and the Neighbors further agree that this liquidated damages provision represents reasonable compensation for the loss that would be incurred by the Neighbors due to any such breach. Project Sponsor also agrees that nothing in this section is intended to limit the Parties right to obtain injunctive and other relief as may be appropriate.

The parties have executed this Agreement as of the last date set forth below.

Neighbors

Project Sponsor

George Matula

Kieran Woods, individually and on behalf of
KJ Woods Construciton, Inc.

Date: _____, _____

Date: _____, _____

Myrta Matula

Date: _____, _____

EXHIBIT 15

[back to search screen](#)

Street Space Permit Information for

1410 STANYAN ST

Receipt# 1263519
Application# M318227

BSM Data

Permit Status: Verified

[Change Status to Called Back](#)

Location

Street No From	1410
Street No To	1410
Job Location	STANYAN ST
Cross Street 1	CLARENDON AVE
Cross Street 2	MOUNTAIN SPRING AVE
ZipCode	94114
Inspector	Amanda Moore
Street Name	
CLARENDON AVE	Linear Footage
	25

Contractor Info

Construction Company	KJ WOODS CONSTRUCTION
Contact Person	KEVIN FITZPATRICK
Office Phone	415 759 0506
Best Time To Call Office	
Cell Phone	415 740 1829
Best Time To Call Cell	
Fax Number	415 468 1359

Meeting Request Dates

Request 1	5/2/2012
Request 2	
Request 3	

Street Space Agreement

DBI Project Name	STREET SPACE
Meeting Date	
Start Date	5/4/2012
Hours of Operation	7A-6P, MON-FRI
Duration In Months	6
Expiration Date	11/4/2012
Special Condition	

Sign Posting

Posted Date	5/1/2012
Posted Time	
Posted By	KEVIN
Posted By Phone	759 0506
From Date	5/4/2012
To Date	11/4/2012

Verification

Date Verified	5/8/2012
Verified By	Amanda Moore

DBI Data

Application Information	
ID	775814
BSM_ID	775814
APPLICATION_NUMBER	M318227
PTS_FORM_NUMBERS_ID	8
APPLICATION_CREATION_DATE	5/1/2012
PTS_CONTRACTOR_ID	0
PTS_CONTRACTOR_TYPE	C
CONTACT_NAME	
CONTACT_PHONE	
APPROVED_DATE	5/1/2012
ISSUED_DATE	5/1/2012
EXPIRATION_DATE	1/1/1900
CURB_FEE	0.0000
SIDEWALK_FEE	0.0000
STREET_PERMIT_FEE	1385.0400
STRUCTURAL_ADDL_FEE	0.0000
STREET_SPACE_DEPOSIT_FEE	0.0000
STREET_SPACE_DEPOSIT	
STREET_SPACE_USED	Y
STREET_SPACE_LIN_FT	25
CURB_LOWERING	N
SIDEWALK SQ_FT	0
STREET_SPACE_PERIOD	6
OWNERNAME	
OWNERDATE	1/1/1900
ADDRESS1	
ADDRESS2	
ADDRESS3	
ADDRESS4	
OWNERZIP	
CONTRACTOR_NAME	
CONTRACTOR_PHONE_RES	
CONTRACTOR_PHONE_WRK	
CONTRACTOR_COMPANY_NAME	
CONTRACTOR_ADDRESS	
CONTRACTOR_CITY	
CONTRACTOR_STATE	
CONTRACTOR_ZIP	
CONTRACTOR_LICENSE_NUMBER	
DESCRIPTION	STREET SPACE
PARKING_METER_DAYS	0
PARKING_METER_LINEAR_FEET	0
PARKING_METER_FEE	0.0000

Location Information			
Block Lot	Location	Zip Code	Address ID
2706 035	1410 STANYAN ST	94114	473226

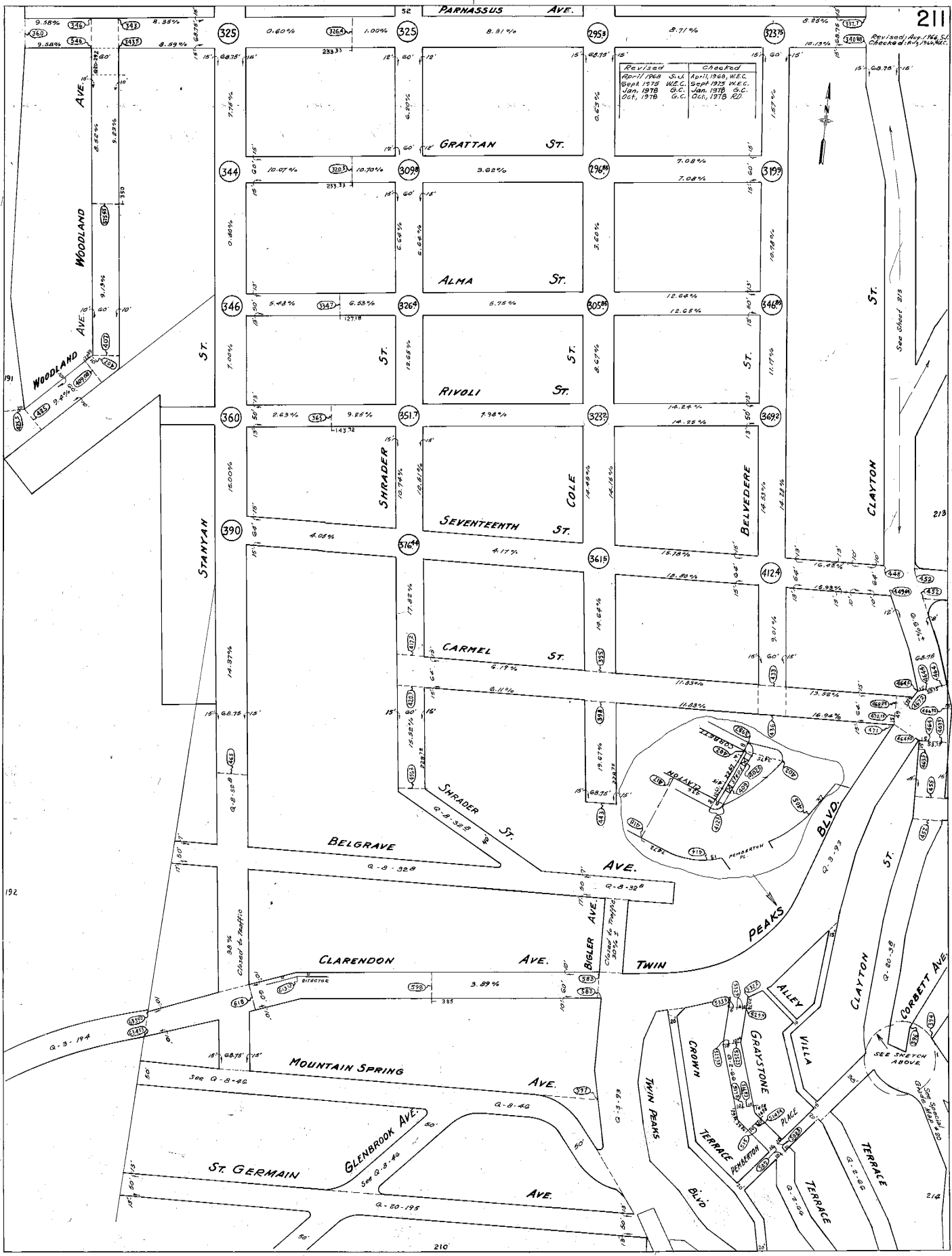
Application Information	
PTS_APPLICATIONS_ID	775814
FIRST_NAME	K.J WOODS CONSTRUCTION
LAST_NAME	4157590506
COMPANY_NAME	KEVIN FITZPATRICK C/O K.J. WOODS
STREET_NUMBER	1485
STREET_SUFFIX	
CITY	SAN FRANCISCO
STATE	CA

	CONSTRUCTION	ZIP_CODE	94124
PAYOR_TYPE	CONTR	RECEIPT_NUMBER	1263519
STREET	BAYSHORE BLVD #149		

EXHIBIT 16

211
Revised: Apr. 1968, S.C.
Checked: May 1968, W.E.C.

Revised	Checked
Apr. 1968 S.C.	Apr. 1968 W.E.C.
Sept. 1972 W.E.C.	Sept. 1972 W.E.C.
Jan. 1978 G.C.	Jan. 1978 S.C.
Oct. 1978 G.C.	Oct. 1978 R.D.



213

214

EXHIBIT 17

$$\text{Rise} = 467' - 454.36' = 12.64'$$

$$\text{Run} = 39' - 7 \frac{1}{2}''$$

$$\text{Slope} = 12.64' / 39.625' = \boxed{31\% \text{ slope}}$$

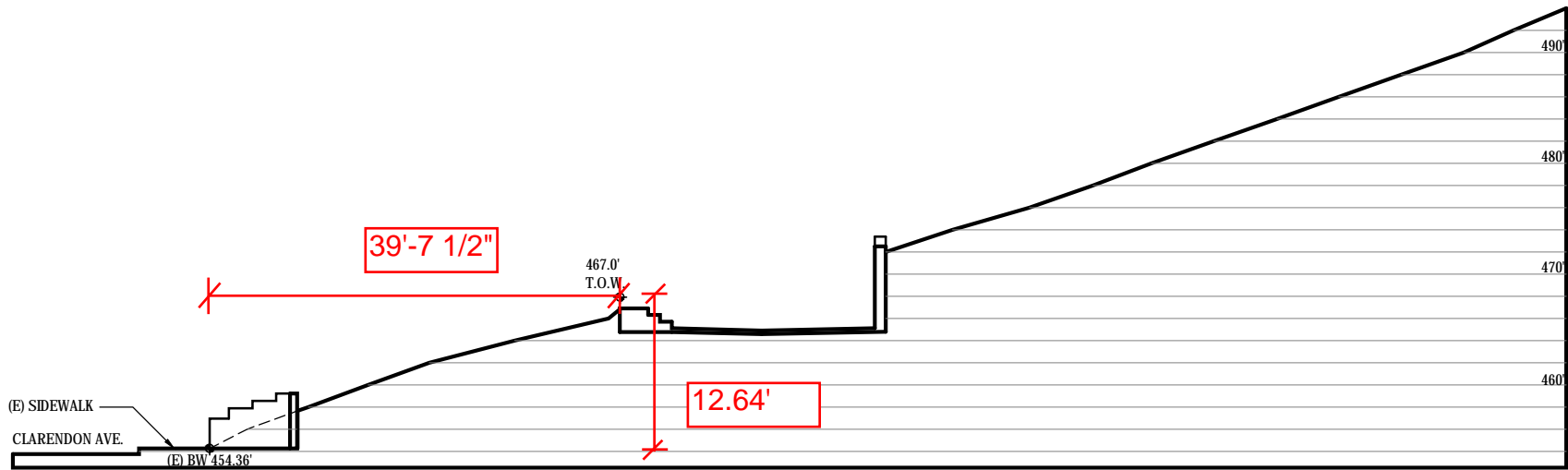


EXHIBIT 18

Date: April 13, 2007

To: Nick Elsner, Senior Plan Checker, Bureau of Street User & Mapping
 Fred V. Abadi, Ph.D, Director of Public Works
 Lawrence B. Badiner, Zoning Administrator
 Kay Gulbengay, Interim Clerk of the Board

RECEIVED
 APR 13 2007
 PERMIT SECTION

Cc: Gavin Newsom, Mayor
 Sean Elsbernd, District 7 Supervisor
 Gerardo Sandoval, District 11 Supervisor
 Jake McGoldrick, District 1 Supervisor
 Barbara L. Moy, Manager, BSM
 N. Lynch, Inspector, BSM

E. Tang, BSM
 B. Gaime, BSM
 Donna Crowder, President of TPIA
 Denise LaPointe, Past President of TPIA

RE: OPPOSITION TO ORDER NO 176,807 AND A PETITION FOR A PUBLIC HEARING

This petition is in opposition to the document ORDER NO 176,807 permitting Al Blaylock permission to build and maintain a stairwell to a new property at 1310 Stanyan Street (2706, Lot 035) as well as a petition to hold a public meeting for all property owners effected by this proposal.


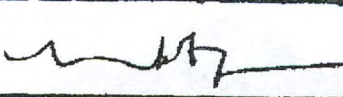
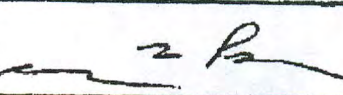
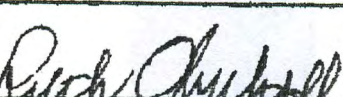
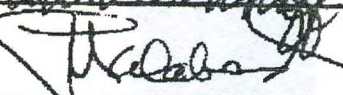
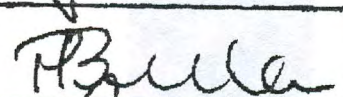
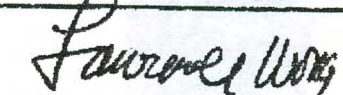
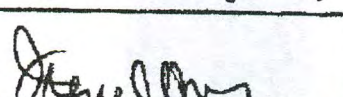
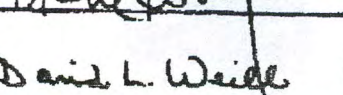
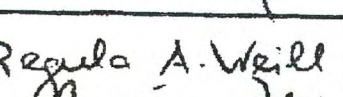
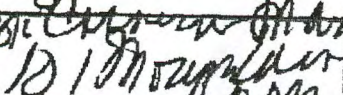
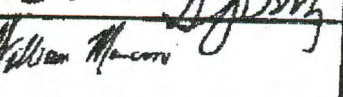
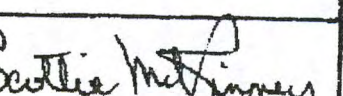
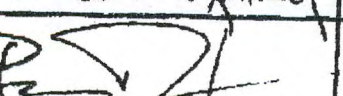
An original petition, to block the building of a stairwell from Mountain Spring Avenue to 1310 Stanyan Street (2706, Lot 035) was collected on July 20, 2006 and presented on Wednesday, July 26th to the Zoning Administrator, Lawrence B. Badiner.

The neighborhood opposes the building of the proposed stairway for the following practical, technical and engineering issues directly related to this project:

- **Al Blaylock is no longer the stated owner of the property at 90 Mountain Spring Avenue**
 - There is nothing on record indicating that the new owners, have accepted or will accept responsibility for building and maintaining such a stairwell.
 - This is not in accordance with Section 723.2 Minor Sidewalk Encroachments paragraph E "Each permit issued under the provisions of this Section shall not become effective until the permit has been signed by the owner or the owner's authorized agent..."
- **The city has not informed neighbors who would be impacted by this construction in a timely or consistent manner, as required by city code.**
 - In the case of this notice, Order 176,807 the letter was received by few in the community
 - The plans for the stairwell prepared by Santos & Urrutia Structural Engineers, Inc., titled "Site Retaining Wall 1310 Stanyan Street" dated November 15, 2006 was never received by those impacted by the building of this stairwell.
- **Fire and Emergency access concerns**
 - There is concern for emergency access to 1310 Stanyan via this proposed stairway.
- **The logical access point to this new proposed home is from Clarendon**
 - The distance from Lot 035 on Stanyan to Clarendon is significantly shorter than the distance to Mountain Spring
 - Access via Clarendon is not as precipitous as compared to that from Mountain Spring Avenue
- **Mountain Spring has experienced two water main breaks in the last 12 months**
 - There is deep concern that there will be additional water line breaks and exacerbating the existing cracks in the road due to construction equipment.

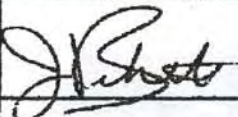
We oppose the building of the stairwell for the above stated reasons and petition the Department of Public Works for a public hearing in regards to Order No 176,807.

NAME OCCUPANT SIGNATURE STREET ADDRESS

1	Oleg Obuhoff		82 Mt Spring
2	LISA DOUGLASS		99 Mountain Spring
3	STEVE PEARLUTTER		99 MOUNTAIN SPRING AVE
4	Ruth Cooper		82 Mountain Spring
5	Family of Leonilo Malabed		145 Mt. Spring
6	PZelle		60 Mt. Spring
7	LAWRENCE WONG Lawrence Wong		100 MOUNTAIN SPRING
8	Irene Wong		66 Mountain Spring Ave
9	David L. Weill		120 Mountain Spring Ave
10	Regula A. Weill REGULA A WEILL		120 MOUNTAIN SPRING AVE
11	CATHERINE MARCONI Catherine Marconi		101 Mountain Spring
12	William Marconi		101 Mountain Spring Ave.
13	SCOTTIE MCKINNEY		115 MOUNTAIN SPRING
14	Rosemary McGinnis		60 Mountain Spring
15	John Brackett		

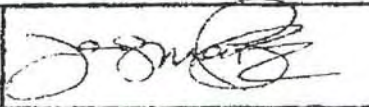
We oppose the building of the stairwell for the above stated reasons and petition the Department of Public Works for a public hearing in regards to Order No 176,807.

NAME	SIGNATURE	STREET ADDRESS
------	-----------	----------------

15 JOHN BRACKETT		125 MT SPRING AVE SAN FRANCISCO, 94114
16 Elaine Young	E.A. Young	89 Mt. Spring Ave San Francisco 94114
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We oppose the building of a stairwell for the above stated reasons and petition the Department of Public Works for a public hearing in regards to Order No 176,807.

NAME SIGNATURE STREET ADDRESS

15 Dagmar Beyerlein		74 Mountain Spring Ave.
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7-20-08-1310 STAYAN STREET

THE FOLLOWING INDIVIDUALS FEEL THE PROPOSED WALKWAY IS HARMFUL TO THE NEIGHBORHOOD AND WE ARE OPPOSED TO IT

1. Callan Murnighan 101 Mt Spring
2. Gwend Wille 120 Mt Spring
3. Lawrence Wong 102 Mountain Spring
4. Olga Duboff 82 Mt. Spring
5. Anita Duboff 82 Mt Spring
6. William Adams (Benjamin family) 74 Mountain Spring
7. Tom Farrell, 66 Mountain Spring
8. Carla K. Farrell, 66 Mountain Spring
9. Carlos Martinez 50 Mountain Spring
10. M. P. P. 99 Mountain Spring
11. Wm. Marini 101 Mt. Spring Ave
12. Alan M. Marini 101 Mountain Spring Ave
13. ~~John Barrett 105 Mountain Spring Ave~~
14. Foreney McGinness 60 Mountain Spring
15. Philip Bellard 60 Mountain Spring Ave
16. Scottie McKinney 115 Mountain Spring



October 23, 2014

BOARD OF APPEALS

OCT 23 2014

APPEAL # 14-146

Ann Lazarus, President
Arcelia Hurtado, Vice President
Frank Fung, Commissioner
Darryl Honda, Commissioner
Bobbie Wilson, Commissioner
Board of Appeals
1650 Mission Street, Room 304
San Francisco, CA 94103

Edwin M. Lee
Mayor

Mohammed Nuru
Director

Jerry Sanguinetti
Manager

Street Use and Mapping
1155 Market St., 3rd floor
San Francisco, CA 94103
tel 415-554-5810

sfpublicworks.org
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Re: Appeal No. 14-146 for Street Improvement Permit number 14IE-0730

Dear President Lazarus, Vice President Hurtado, and Commissioners Fung, Honda,
and Wilson:

The City and County of San Francisco ("City") Department of Public Works ("DPW") submits this response to Mr. Stephen M. Williams, Attorney for Dr. and Mrs. Matula's appeal of DPW's approval of an Application for Street Improvement Permit from Mark Brand Architecture, on behalf of KM 26th Street Properties, LLC, to construct a 15-foot wide concrete sidewalk and concrete curb per City Standards, per DPW Official Grade Map #211, to provide a walking path from Clarendon Avenue to access the property at 1410 Stanyan Street.

Following disapproval by the Board of Supervisors of the previously proposed Major Encroachment Permit to construct a driveway within the unimproved and unaccepted portion of Stanyan Street, Mark Brand Architecture requested to construct a previously legislated 15-foot official sidewalk width along a portion of Stanyan Street between Clarendon Avenue and Mountain Spring Avenue,
as per DPW Official Grade Map #211, dated August 1966, and as established via Board of Supervisors Ordinance No.1061, entitled "Regulating the Width of

Sidewalks,” a copy of which is in the Clerk of the Board of Supervisors Book of General Ordinances, in effect May 11, 1910. DPW wishes to address the Appellant’s individual points as follows:

Legality. The Appellant misconstrues DPW’s long standing policy about the applicability of Public Works Code Section 406. This Section is derived from the California Street Improvement Act of 1911 and subsequent related State laws, which contemplates proposals to improve the entire width and length of unaccepted streets to current City standards that would allow the City to accept the subject street for City maintenance and liability purposes. When DPW is approached by an applicant to install any type of an encroachment on an unaccepted street or to upgrade only a portion of an unaccepted street to the legislated street widths and in accordance with City standards all at the applicant’s cost, then DPW does not use Public Works Code Section 406. Instead, DPW follows the permit procedures and protocols applicable to the type of improvements that the applicant proposes.

For example, the current permittee obtained a separate DPW permit to install additional improvements on a portion of the unaccepted Stanyan Street right-of-way, immediately adjacent to the subject property. This permitted activity was not subject to the terms of Public Works Code Section 406, rather DPW approved this activity as a Minor Sidewalk Encroachment Permit via DPW Order No. 176,807, pursuant to Article 15, Section 723.2 of the Public Works Code, and recently amended by Permit No. 14MSE-0296.

Here, the applicant desires to install a concrete sidewalk meeting City standards along a portion of the legislated 15-foot sidewalk width of Stanyan Street fronting his own property and that of the Matulas, his downhill neighbor. The Board of Supervisors established the 15-foot width per DPW Official Grade Map #211, dated August 1966 and via Board of Supervisors Ordinance No.1061, entitled “Regulating the Width of Sidewalks,” a copy of which is in the Clerk of the Board of Supervisors Book of

General Ordinances, in effect May 11, 1910.

This proposal is not for the full build out of the unimproved and unaccepted public right-of-way between Clarendon and Mountain Springs Avenues, which is 68.75 feet including 15-foot sidewalks on either side of Stanyan Street.

In accordance with terms of Public Works Code Section 416, DPW processed this permit request as a Street Improvement Permit because it involves only the construction of a portion of the legislated sidewalk width on an unaccepted street. Section 416 states: “Nothing in this Article [Article 9 on Unaccepted Streets] shall be construed as prohibiting the Director of Public Works from granting permission to an individual owner . . . to improve a public street in front of his property, if in the judgment of the City Engineer and said Director such improvement be deemed advisable and expedient, and the public interest or convenience requires the same.” While Section 416 refers to improvements of the public street “in front of” the permittee’s property, in cases such as this where the only way to access the permittee’s property via sidewalk is also to construct the street (or here the legislated sidewalk width portion of the street) along a neighbor’s fronting property to the nearest intersecting public street, DPW will issue a Section 416 Street Improvement Permit. If DPW did not allow such work under a Section 416 Street Improvement Permit, the street improvements would otherwise be inaccessible, unsafe, and isolated from any intersecting public street or could be performed only on a corner lot. Also, because a Section 416 permit is explicitly exempted from the other provisions of Article 9, including Section 406, such a permit does not need to satisfy the Section 406 requirements for consent of the owners of the improvable frontage.

In addition, due to the site constraints and existing grade of

Stanyan Street between Clarendon and Mountain Springs Avenues, DPW feels that much of the remaining portion of Stanyan Street beyond the area subject to this permit could never be improved to City standard. Consequently, DPW feels that Section 406 does not apply to this situation where the unaccepted street cannot be improved to City standard. Further, one of the primary reasons for the fronting owner consent under Section 406 is that all the property owners ultimately will be required to share the costs of such improvements either directly or through an assessment district.

DPW wants to encourage property owners to make safe, aesthetic and environmentally beneficial improvements to unaccepted streets as well as making them more accessible. Application of Public Works Code Section 406 and its fronting owner consent requirement - whether such right-of-way could be improved to City standard or not - to any street encroachment or improvement less than a full City-compliant street could undermine the City's and property owners ability to make minor but beneficial improvements to unaccepted streets that are in the public interest or convenience. For these and other reasons, DPW has relied on Section 406 only when the full street will meet City standards, not in situations like this where the pending permit would improve a small portion of the street and make it more accessible.

Policy. The construction of a 15-foot concrete sidewalk is in compliance with the City's Better Streets Plan and the Planning and Public Works Codes. Under these laws it is the policy throughout the City to construct wider sidewalks and bulb-outs to provide easier and safer access for all pedestrians. While the Appellant is correct that it is the policy of the City to maintain as much green space and nature as possible, the current proposal, which allows the developer to construct only the 15 feet of legislated sidewalk width, accomplishes this policy. . It mainly restores the temporary path that was

installed and used during construction of the building at 1410 Stanyan. Consequently, this proposal also supports the policy direction for maximum retention of green space on this segment of Stanyan Street as requested by the Board of Supervisors and by Commissioner Fung at a previous Board of Appeals hearing.

Practicality. The construction of a sidewalk with steps would not be allowed due to Americans with Disability Act (ADA) 2010 Standards. Further, excavation relating to a project redesign that included steps would result in the loss of additional green space. Also, there are many streets throughout the City with constructed sidewalks and grades exceeding the existing conditions along Stanyan Street. The City makes every effort to have all street improvements comply with the ADA, but where this is not possible due to site constraints or other limitations, the City attempts to improve access to the maximum extent practicable. The large obstruction to which the appellant refers is an existing Comcast service box. DPW contacted Comcast and company representatives informed us that it cannot be relocated; however, the permit design provides for a clear path of travel of 4'-7" for pedestrian access.

Fairness. After the City's rejection of a prior proposal for a Major Street Encroachment Permit, DPW held hearings on August 8, 2007 and October 22, 2008 to consider the construction of a stairway from Mountain Spring Avenue; and per consent from the property owner at 90 Mountain Spring Avenue, DPW approved a Minor Encroachment Permit via DPW Order No. 176,807 on December 31, 2008 for the construction of said stairway.

Upon further conversations with the developer, DPW determined that due to the elevation difference between the subject property and Clarendon Avenue, the construction of a stairway was not only infeasible, but could also constitute a safety

hazard for pedestrians, visitors to the subject property, and to the property owners.

The subject street improvement permit does not require public notice; however, DPW provided such notice as a courtesy to all the property owners that had previously expressed interest in this project.

HISTORY OF THE PROJECT

The history of this project was accurately presented by the Appellant.

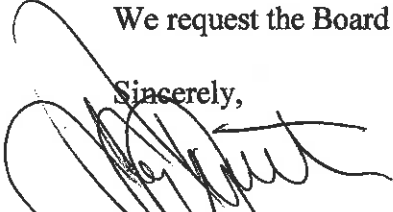
LEGAL AUTHORITIES AND ARGUMENT

As stated previously in this letter, DPW has determined that Section 406 of the Public Works Code is inapplicable to this project because it does not involve full build out of the improvable portions of Stanyan Street to current City standards, among other reasons.

DPW properly processed, reviewed, evaluated, and issued the Street Improvement Permit appropriately under DPW guidelines and Public Works Code. As part of its permit approval, DPW took into account a design that was consistent with the Board of Supervisors' and Board of Appeals' requests to retain as much as green space as possible within the Stanyan Street right-of-way, while complying with State law by allowing the ingress and/or egress to an existing legal lot via the public right-of-way.

We request the Board to uphold DPW's decision.

Sincerely,



Jerry Sanguinetti
Bureau Manager
Street-Use & Mapping



Department of Public Works
Bureau of Street-Use and Mapping
1155 Market St, 3rd Floor
San Francisco, CA 94103

14IE-0730

Street Improvement Permit

Address : 1410 STANYAN ST

Cost: \$1,878.15

Block:2706 **Lot:** 035 **Zip:** 94114

Pursuant to article 2.4 of the Public Works Code in conjunction to DPW Order 178,940, permission, revocable at the will of the Director of Public Works, to construct improvements within the public right-of-way is granted to Permittee.

Mark Brand Architecture

Name: Mark Brand Architecture

Address: 425 2nd Street, Suite 601 San Francisco, CA 94107

Contact: Mark Brand **Phone:** (415) 543-7300

Property Owner (if applicable)

Property Owner: KM 26TH STREET PRPTS LLC

Mail Address: 1485 BAYSHORE #149

SAN FRANCISCO CA 94124

Conditions	Bonded Contractor: K.J. Woods Construction
NTR	0
Curb Cut Sq Footage	0
Completion	This permit is valid until work is completed/signed-off by inspector
Remove, replace or reconstruct:	CONSTRUCT A NEW 15' WIDE CONCRETE SIDEWALK AND CONCRETE CURB PER CITY STANDARDS TO PROVIDE A WALKING PATH FROM CLARENDON AVENUE TO ACCESS THE SUBJECT PROPERTY VIA CONCRETE PATIO ORIGINALLY PERMITTED BY DPW ORDER NO. 176,807, APPROVED DECEMBER 31, 2008 AND REVISED PER DPW MINOR SIDEWALK ENCROACHMENT PERMIT NO. 14MSE-0296, APPROVED.
Expiration Date	
Bond Amount:	25000
Linear Footage	37
Bond Holder:	K.J. Woods Construction
Contact#	Refer to Agent
DPW Resolution #	
Inspection	This permit is invalid until the permittee contacts DPW at 554-7149 to activate the permit and schedule an inspection at least 72 hours prior to work. Failure to comply with the stated conditions will render this permit null and void.

The undersigned Permittee hereby agrees to comply with all requirements and conditions noted on this permit

Approved Date : 08/07/2014

Excavation and grading of subject area for street reconstruction shall be in accordance with approved plans and City specifications. Damaged areas adjacent to this construction shall be properly patched per City Inspector. Also, the permittee shall be responsible for any ponding due to the permitted work.

Applicant/Permittee Date

Distribution:
Outside BSM: BOE (Streets and Hyws) - P. Riviera
Inside BSM: Street Improvement Inspection

Printed : 8/18/2014 10:29:58 AM Plan Checker Nick Elsner

STREET EXCAVATION REQUIREMENTS

1. The permittee shall call Underground Service Alert (U.S.A.), telephone number 1-800-227-2600, 48 hours prior to any excavation.
2. All work including sidewalk and pavement cutting and removal, lagging, excavation, backfill, and sidewalk and pavement restoration shall be done by a licensed paving contractor and in accordance with the requirements of the Standard Specifications of the Bureau of Engineering, Department of Public Works, July 1986 Edition and Department of Public Works Order Nos. 176,707, copy attached.
3. Sidewalk and pavement restoration shall include the replacement of traffic lane and crosswalk striping, parking stall markings, and curb painting that might have been obliterated during street excavation. The permittee shall perform their work under on the following options:
 - a. Have the City forces do the striping and painting work at the permittees expense. The permittee shall make a deposit with the Department of Parking & Traffic for this purpose in an amount estimated by the Municipal Transportation Agency (MTA) 7th Floor 1 South Van Ness Ave telephone 701-4500, and notify the MTA at least 48 hours in advance of the time the work is to be done.
 - b. Perform the work themselves following instructions available at the Department of Parking & Traffic.
4. The permittee shall submit a non-refundable fee to Bureau of Street-Use and Mapping to pay for City inspection of the backfill and pavement restoration. At least 48 hours in advance, the permittee shall make arrangements with the Street Improvement Section Inspectors, 554-7149, for an inspection schedule.
5. The permittee shall file and maintain an excavation bond in the sum of \$25,000.00 with the Department of Public Works, to guarantee the maintenance of the pavement in the excavation area for a period of 3 years following the completion of the backfill and pavement restoration pursuant to Article 2.4.40 of the Public Works Code.
6. The permittee shall conduct construction operations in accordance with the requirements of Article 11 of the Traffic Code. The permittee shall contact the MTA 7th Floor 1 South Van Ness Ave telephone 701-4500, for specific restrictions before starting work.
7. The permittee shall obtain the required permits, if any, from regulating agencies of the State of California.
8. The permittee shall verify the locations of any City or public service utility company facilities that may be affected by the work authorized by this permit and shall assume all responsibility for any damage to such facilities. The permittee shall make satisfactory arrangements and payments for any necessary temporary relocation of City or public utility company facilities.
9. The permittee shall pay the required fee for sewer installation permit at the Plumbing Inspection Division, Department of Building Inspection, 1660 Mission Street and arrange for inspection of this work, telephone 558-6054.
10. Concrete form work, planting of trees and pouring of sidewalk and/or curb shall not be performed prior to obtaining a permit from Bureau of Urban Forestry (BUF), telephone: 554-6700.
11. Per DPW Order 178,806, the recycling of Cobble Stones and Granit Curb shall follow as:
 - a. Cobblestones shall be clean of dirt prior to transporting. Extreme care shall be taken during the transporting the cobblestones to minimize damage before delivery to City. The cobblestones shall be neatly and securely placed on pallets so they can be moved about safely after the delivery. The Minimum size of cobblestone shall be 4 inches square (16 square inches). The cobblestones shall be delivered, including off loading, to the lower lot at the Cesar Chavez Street Yard located at 2323 Cesar Chavez Street or at alternative location directed by the Department within the City of San Francisco. Contact the Department forty-eight hours (48 hours) prior to delivery. The Department can be reached at (415) 641-2627.
 - b. Granite Curb shall be neatly and securely placed on pallets so they can be moved about safely after delivery. The Contractor shall exercise care in transporting the granite curb to minimize damage. The length limit of recyclable granite curbs shall be no less than four feet. The granite curb shall be delivered, including off loading, to the back lot at the Griffith Pump Station located at 1105 Thomas Street or at an alternative location directed by the Department within the City of San Francisco. Contact Bureau of Street and Sewer Repair (BSSR) at least forty-eight hours (48 hours) prior to delivery. BSSR can be reached at (415) 695-2087.
12. In consideration of this Permit being issued for the work described in the application, Permittee on its behalf and that of any successor or assign, and on behalf of any lessee, promises and agrees to perform all the terms of this Permit and to comply with all applicable laws, ordinances and regulations.
13. Permittee agrees on its behalf and that of any successor or assign to hold harmless, defend, and indemnify the City and County of San Francisco, including, without limitation, each of its commissions, departments, officers, agents and employees (hereinafter collectively referred to as the "City") from and against any and all losses, liabilities, expenses, claims, demands, injuries, damages, fines, penalties, costs or judgments including, without limitation, attorneys' fees and costs (collectively, "claims") of any kind allegedly arising directly or indirectly from (i) any act by, omission by, or negligence of, Permittee or its subcontractors, or the officers, agents, or employees of either, while engaged in the performance of the work authorized by this Permit, or while in or about the property subject to this Permit for any reason connected in any way whatsoever with the performance of the work authorized by this Permit, or allegedly resulting directly or indirectly from the maintenance or installation of any equipment, facilities or structures authorized under this Permit, (ii) any accident or injury to any contractor or subcontractor, or any officer, agent, or employee of either of them, while engaged in the performance of the work authorized by this Permit, or while in or about the property, for any reason connected with the performance of the work authorized by this Permit, or arising from liens or claims for services rendered or labor or materials furnished in or for the performance of the work authorized by this Permit, (iii) injuries or damages to real or personal property, good will, and persons in, upon or in any way allegedly connected with the work authorized by this Permit from any cause or claims arising at any time, and (iv) any release or discharge, or threatened release or discharge, of any hazardous material caused or allowed by Permittee in, under, on or about the property subject to this Permit or into the environment. As used herein, "hazardous material" means any substance, waste or material which, because of its quantity, concentration of physical or chemical characteristics is deemed by any federal, state, or local governmental authority to pose a present or potential hazard to human health or safety or to the environment.
14. Permittee must hold harmless, indemnify and defend the City regardless of the alleged negligence of the City or any other party, except only for claims resulting directly from the sole negligence or willful misconduct of the City. Permittee specifically acknowledges and agrees that it has an immediate and independent obligation to defend the City from any claim which actually or potentially falls within this indemnity provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Permittee by the City and continues at all times thereafter. Permittee agrees that the indemnification obligations assumed under this Permit shall survive expiration of the Permit or completion of work.
15. Permittee shall obtain and maintain through the terms of this Permit general liability, automobile liability or workers' compensation insurance as the City deems necessary to protect the City against claims for damages for personal injury, accidental death and property damage allegedly arising from any work done under this Permit. Such insurance shall in no way limit Permittee's indemnity hereunder. Certificates of insurance, in form and with insurers satisfactory to the City, evidencing all coverages above shall be furnished to the City before commencing any operations under this Permit, with complete copies of policies furnished promptly upon City request.
16. The permittee and any permitted successor or assign recognize and understand that this permit may create a possessory interest.
17. Separate permit is required for excavation of side sewers. Installation authorized only by Class "A" or "C-42" Licensed Contractor or "C-12" with "C-36" Licensed Contractor. Authorization requires the filing of a \$25,000 excavation bond to cover the cost of City inspection. Having obtained authorization to excavate in the roadway. The contractor shall obtain the proper permits and arrange for an inspection, for the section of pipe from the trap to the property, with the Plumbing Inspection Division at 1660 Mission Street, telephone 558-6054.

Permit Addresses

14IE-0730

*RW = RockWheel, SMC = Surface Mounted Cabinets, S/W = Sidewalk Work, DB = Directional Boring, BP= Reinforced Concrete Bus Pad, UB = Reinforced Concrete for Utility Pull Boxes and Curb Ramps

Number of blocks: 1 Total repair size:0 sqft Total Streetspace:0 Total Sidewalk: sqft

ID	Street Name	From St	To St	Sides	*Other	Asphalt	Concrete	Street Space Feet	Sidewalk Feet
1	STANYAN ST	CLARENDON AVE	MOUNTAIN SPRING AVE	Even	RW : False SMC : False S/W Only : False DB: False BP: False UB: False	0	0	0	
Total						0	0	0	

Exceptions

14JE-0730

Street Name	From St	To St	Message	Job	Contact	Dates
STANYAN ST						
	CLARENDON AVE	MOUNTAIN SPRING AVE -	Conflict with existing Street Use Permit.	14MSE-0296	Refer to Agent - Refer to Agent	

No Diagram submitted

San Francisco Public Works Code

**ARTICLE 9:
UNACCEPTED STREETS**

- Sec. 400. Notice to Repair.
- Sec. 400.1. Owners of Frontage Responsible for Removal of Rubbish or Debris From Unaccepted Streets That Are Unpaved.
- Sec. 400.2. Director of Public Works Authorized to Notify Owners to Remove Rubbish or Debris.
- Sec. 400.3. Notice to Owner.
- Sec. 400.4. Contents of Notice.
- Sec. 400.5. Director of Public Works to Remove Rubbish or Debris if Owner Fails To Do So.
- Sec. 400.6. Notice of Cost and Claim of Lien, and Recording of Lien.
- Sec. 400.7. Recording of Lien.
- Sec. 400.8. Collection by Bureau of Delinquent Revenue.
- Sec. 400.9. Release of Lien.
- Sec. 400.10. Revolving Fund.
- Sec. 401. Repair of Temporary Road or Street.
- Sec. 405. Application—Investigation—Permit.
- Sec. 406. Permission When Granted—Procedure.
- Sec. 407. Sewers, When Improvement Made by Private Contract.
- Sec. 408. Provisions Not Applicable.
- Sec. 409. Improvement of Public Street Crossings.
- Sec. 410. Application, What to Accompany—Verification.
- Sec. 411. Approval—Time Limitation—Certificate of Completion.
- Sec. 412. Failure to Complete Work Within Limited Time.

- Sec. 413. Surety Bond or Certified Check Required.
- Sec. 414. Liability Not Affected by Assignment of Contracts—Recordation—Notice.
- Sec. 415. Investigation of Signatures.
- Sec. 416. Improvement by Individual Owner.
- Sec. 417. Existing Contracts Confirmed.
- Sec. 422. Undedicated Streets—Sale of Lots Prohibited.
- Sec. 423. Objection to Similar Names.
- Sec. 424. Penalty.

SEC. 400. NOTICE TO REPAIR.

(a) When, in the judgment of the Director of the Department of Public Works, any portion of the improved, but unaccepted public right-of-way that is under the jurisdiction and control of the Department of Public Works, including, but not limited to, a street, avenue, lane, alley, court or place, or any portion of any sidewalk thereof, shall be so out of repair or in such condition as to endanger persons or property passing thereon, or so as to interfere with the public convenience in the use thereof, the Director is authorized to notify in writing the owner or owners of any lot fronting on said portion of said affected public right-of-way that such owner is required to repair, reconstruct, or improve forthwith the affected public right-of-way, to the centerline thereof, in such manner and time period as the Director deems expedient and appropriate.

(b) If the responsible property owner(s) notified pursuant to Subsection (a) is inaccessible or fails, neglects, or refuses to diligently prosecute to completion the remedial work in the manner and time period specified by the Director, then the Director may undertake all necessary actions to remedy the condition. All costs expended by the Director shall be an obligation of the responsible property owner(s) owing to the City and County of San Francisco. Such costs shall include, but are not limited to, those costs associated with the administration, construction, consultants, equipment, inspection, notification, remediation, repair, restoration, or any other actual costs incurred by the Director or other agencies, boards, commissions, or departments of the City and County of San Francisco that were made necessary by reason of the Director's remediation.

(c) In order to enforce an obligation imposed pursuant to Subsection (b), the Director is authorized to institute the lien procedures that are set forth in this Code, Article 15, Sections 706.4 through 707.1.

(Amended by Ord. 342-98, App. 11/13/98)

SEC. 400.1. OWNERS OF FRONTAGE RESPONSIBLE FOR REMOVAL OF RUBBISH OR DEBRIS FROM UNACCEPTED STREETS THAT ARE UNPAVED.

It shall be the duty of the owners of lots or portions of lots immediately adjacent to any portion of the roadway of any unpaved street, avenue, lane, alley, court or place, or any portion of any sidewalk thereof, in the City and County of San Francisco, none of which has been accepted by the Supervisors as by law or as in the Charter of said City and County provided, to maintain said roadways or sidewalks adjacent to their property free and clear of rubbish or debris.

(Added by Ord. 16-71, App. 1/26/71)

SEC. 400.2. DIRECTOR OF PUBLIC WORKS AUTHORIZED TO NOTIFY OWNERS TO REMOVE RUBBISH OR DEBRIS.

When in the judgment of the Director of the Department of Public Works of the City and County of San Francisco or his authorized representative, any portion of the roadway of any unpaved street, avenue, lane, alley, court or place, or any portion of any sidewalk thereof, in the said City and County, none of which has been accepted by the Supervisors as by law or as in the Charter of said City and County provided, shall contain rubbish or debris in such quantity so as to endanger persons or property passing thereon, or so as to interfere with the public convenience in the use thereof, or which consists, in whole or in part, of combustible material, the Director is authorized to notify the owner of any real property fronting on said portion of said unpaved street, avenue, lane, alley, court or place, or sidewalk so containing rubbish or debris as aforesaid, to remove such rubbish or debris.

(Added by Ord. 16-71, App. 1/26/71)

SEC. 400.3. NOTICE TO OWNER.

The notice shall be written and may be given by delivery personally or by mailing a notice, either by letter or postal card, postage prepaid, to his last known address, as the same appears on the last assessment rolls of the City and County of San Francisco. Immediately after mailing any such notice, the Director of Public Works shall cause a copy thereof, printed or pasted on a card of not less than eight inches by 10 inches in size, to be posted in a conspicuous place on said property.

(Added by Ord. 16-71, App. 1/26/71)

SEC. 400.4. CONTENTS OF NOTICE.

Such notice shall direct the owner to remove such rubbish or debris in such manner as the said Director of Public Works may determine and direct, from said portion of said unpaved street, avenue, lane, alley, court or place, to the center line thereof, or said portion of said sidewalk in front of said property, and shall further specify that, if the removal of rubbish or debris is not commenced within five calendar days after notice is given as aforesaid and prosecuted to completion diligently and without interruption, the Director of Public Works shall remove or cause to be removed such rubbish or debris and the cost of the same shall be a lien on such property.

(Added by Ord. 16-71, App. 1/26/71)

SEC. 400.5. DIRECTOR OF PUBLIC WORKS TO REMOVE

RUBBISH OR DEBRIS IF OWNER FAILS TO DO SO.

If the removal of rubbish or debris is not commenced and prosecuted to completion with due diligence, as required by said notice, the Director of Public Works shall remove or cause to be removed the rubbish or debris. The cost of such removal shall be an obligation to the City and County of San Francisco owing by the owner of the adjacent property, and the City and County shall have a lien on the adjacent property. Both such obligation and lien shall be subject to the provisions of Sections 400.6, 400.7, 400.8, and 400.9 of this Article.

(Added by Ord. 16-71, App. 1/26/71)

SEC. 400.6. NOTICE OF COST AND CLAIM OF LIEN, AND RECORDING OF LIEN.

Upon completion of the work of removing the rubbish or debris, the Director of Public Works shall ascertain the cost thereof, apportioning the same if the area from which the rubbish or debris is removed is next adjacent to more than one lot of land. The owner of such lot of land shall thereupon be obligated to the City and County of San Francisco in the amount of such cost of removal of rubbish or debris and the City and County shall thereupon have a lien for such cost of removal of rubbish or debris upon any such lot of land until payment thereof. On ascertaining the cost of removal of rubbish or debris as aforesaid, the Director of Public Works shall cause notice thereof to be mailed in the manner herein provided for mailing notice to remove rubbish or debris, which notice shall demand payment thereof to the Director of Public Works, and shall give notice that a lien therefor has been recorded.

(Added by Ord. 16-71, App. 1/26/71)

SEC. 400.7. RECORDING OF LIEN.

Upon ascertaining the cost of removal of rubbish or debris as described in Section 400.6 hereof, the Director of Public Works shall file in the office of the Recorder of the City and County of San Francisco a verified claim containing a particular description of the property subject to such lien, the place and general nature of the work of removing rubbish or debris for which lien is claimed, the dates of mailing or delivery of notice to remove rubbish or debris and cost of the removal, the name of the owner of the property as aforesaid and the amount of the lien claimed.

(Added by Ord. 16-71, App. 1/26/71)

SEC. 400.8. COLLECTION BY BUREAU OF DELINQUENT REVENUE.

Ninety days after the mailing of the notice described in Section 400.6 hereof, the Director of Public Works shall transmit to the Bureau of Delinquent Revenue a statement of each unpaid cost of removing rubbish or debris. The Bureau shall endeavor diligently to collect the same on behalf of the City and County by foreclosure of the lien therefor or otherwise. Any and all amounts paid or collected shall replenish the revolving fund hereinafter provided.

(Added by Ord. 16-71, App. 1/26/71)

SEC. 400.9. RELEASE OF LIEN.

On payment of any such claim of lien, the Director of Public Works shall release such claim of lien and file the release in the office of the Recorder of the City and County of San Francisco.

(Added by Ord. 16-71, App. 1/26/71)

SEC. 400.10. REVOLVING FUND.

A fund shall be provided to cover initially the cost of removal of rubbish or debris as provided in Section 400.5 hereof, said fund to be a revolving fund and replenished by appropriations and by all moneys paid or collected for rubbish or debris removal and liens therefor as herein provided.

(Added by Ord. 16-71, App. 1/26/71)

SEC. 401. REPAIR OF TEMPORARY ROAD OR STREET.

Notwithstanding any other provision contained in this Article the Director of Public Works shall have power and it shall be his duty to repair, out of funds as may be from time to time appropriated or set aside for the purpose, any temporary road or street which has been constructed by this City and County with public funds.

SEC. 405. APPLICATION-INVESTIGATION-PERMIT.

Application for permission to do any street work in or upon any unaccepted public street in the City and County of San Francisco by private contract must be made in writing to the Director of Public Works, which application shall contain a comprehensive description of the work to be done. Said Director shall thereupon investigate such application, and if after investigation the Director determines that the public interest or convenience requires the doing of the proposed work and that the same is expedient and will not be productive of detriment to the public safety or convenience, he is hereby authorized to grant permission for the doing of the same as applied for or as modified by the direction of the City Engineer, subject to the conditions and provisions in this Article hereinafter prescribed and provided.

SEC. 406. PERMISSION WHEN GRANTED-PROCEDURE.

(a) **Owners of All Frontage Enter Into Contract.** No permission for the doing of any street work in or upon any unaccepted public street in the City and County of San Francisco, except in the case of main sewer construction, or the improvement of a street crossing or intersection as hereinafter provided for, shall be granted in pursuance of the provisions of this Article, unless the owners of all of the improvable frontage on a block of the street whereon or wherein such work is proposed to be done, or the authorized agents of such owners, shall have entered into a written contract for the doing thereof, then and in such case said Director may grant permission for the making of same.

(b) **Prior Proceedings Instituted by Owners of 60 Percent of Frontage.** Provided, however, that

if the applicant for a permit to do any street work in or upon any unaccepted public street shall, subsequent to the 28th day of January, 1935, obtain contracts for the doing of said work from the owners, or authorized agents of the owners, of 60 percent or more of the frontage upon a street, between main intersections, proposed to be improved, as delineated upon a diagram accompanying the application, then the Director of Public Works shall, within 30 days after receipt of the application, accompanied by said contracts, or photostatic copies thereof, institute public proceedings, in accordance with the provisions of Article 6 of this Chapter, for the improvement of the portion or portions, between said intersections, of the street proposed to be improved, for which applicant filed no contract or contracts.

(c) **Procedure for Public Work-Permit for Private Work.** If the order of the Director of Public Works requiring the improvement of the portion or portions of the work not included in the private contract or contracts, be sustained by the Board of Supervisors, then the Director of Public Works shall call for bids for the construction of the portion or portions ordered done under public proceedings, and when the Director of Public Works shall award the contract for the portion of the work to be done under public proceedings, the Director of Public Works shall at the same time issue a permit to the contractor who has filed the contract or contracts for the balance of the work on the particular project.

(d) **Bids May Be Rejected and Proceedings Dismissed.** Whenever in the opinion of the Director of Public Works, there are not a sufficient number of bids to constitute free and satisfactory competition for the contract under public proceedings, the Director of Public Works shall reject all bids and dismiss public proceedings.

(e) **Underground Service Facilities.** Any contract herein authorized shall include provision for all necessary underground service facilities.

SEC. 407. SEWERS, WHEN IMPROVEMENT MADE BY PRIVATE CONTRACT.

Where the construction of a main sewer is deemed by the Director of Public Works and the City Engineer to be necessary in any block proposed to be improved by private contract, then and in such case no work, except grading, involving the construction of a pavement on such block, shall be permitted to be done until such main sewer shall have been constructed with side sewers and other appurtenances as in this Section hereinafter provided for and regulated.

Where a main sewer has already been constructed in a block and side sewers and other appurtenances to such main sewer are deemed necessary by the said Director and City Engineer, the construction of the same shall be conditioned for in the private contract in this Article referred to.

In the case of the construction of a main sewer in any block, no permission for the construction of the same by private contract shall be granted unless such contract is signed and conditioned for the construction of such sewer for its entire serviceable length between the main street crossings, or main street intersections, as may be determined by the City Engineer, with side sewers and other expedient and essential appurtenances as may be required by the City Engineer, under such regulations as may be prescribed by him, and approved by the Director of Public Works.

SEC. 408. PROVISIONS NOT APPLICABLE.

The provisions of Sections 105 to 113, inclusive, of Article 4 of this Chapter regulating the construction, reconstruction or repair of private side sewers or drains and the connection thereof with main public sewers, shall not be deemed applicable to the construction of side sewers by private contract under and pursuant to the provisions of this Article.

SEC. 409. IMPROVEMENT OF PUBLIC STREET CROSSINGS.

Permission for the improvement of a public street crossing or intersection shall not be granted unless the owners of at least a majority of the frontage of the lots and lands liable for the cost thereof, or the authorized agents of such owners, shall have entered into contract therefor, such frontage being determinable according to method provided in the Improvement Act of 1911 of the State of California as said act provides on the 28th day of January, 1935, for determining the frontage liable for the improvement of street crossings or intersections.

SEC. 410. APPLICATION, WHAT TO ACCOMPANY- VERIFICATION.

Two original contracts, or two photostatic copies of the original contract, for the doing of any proposed street work pursuant to the provisions of this Article shall accompany the application for permission to do the proposed work together with a diagram showing thereon the lots and lands signed for by the respective owners thereof, or by their agents, as indicated in such contract and the respective frontages so signed for; and to such contracts accompanying such application there shall be attached affidavits sworn to before a notary public that the signatures of said owners or their agents respectively appearing in such contracts, are genuine, and were to the actual knowledge of affiant subscribed by said owners or said agents, respectively, and that the frontage set opposite the said signatures, severally, is correct according to affiant's best information and belief.

SEC. 411. APPROVAL-TIME LIMITATION-CERTIFICATE OF COMPLETION.

The work proposed to be done under such private contract must be of a class or type approved and recommended by the City Engineer. Such work must be done under the direction and to the satisfaction of the Director of Public Works and the materials to be used therein must be in accordance with specifications adopted by the Director of Public Works for similar work, and be to the satisfaction of the Director of Public Works.

The Director of Public Works shall fix the time within which the work shall be completed which time shall begin to run from the date of the order of said Director granting the permission for the doing of the same.

When the work shall have been completed to the satisfaction of the City Engineer and the Director of Public Works, the said Director shall so declare by order, and thereupon deliver to the contractor a certificate to that effect.

SEC. 412. FAILURE TO COMPLETE WORK WITHIN LIMITED

TIME.

In case the work to be done by private contract, as hereinbefore provided for, shall not have been completed within the time limited in the order of permission or within such extended time as may be granted by the Director of Public Works, then said Director shall by order revoke the permission theretofore granted for doing such work.

SEC. 413. SURETY BOND OR CERTIFIED CHECK REQUIRED.

No permission for doing any street work by private contract under and pursuant to the provisions of this Article shall become effective until the contractor covenanting to perform the same shall have executed to the City and County of San Francisco, and delivered to the Secretary of the Department of Public Works a bond in such amount as may have been fixed in the order of the said Director, granting such permission, with some surety company authorized to do business in the State of California as surety thereon, conditioned for the faithful performance of the contract, or shall have deposited with the said Secretary a certified check upon some solvent bank for the said amount as a guaranty for such performance. Before entering upon the performance of any work in this Article provided for, the contractor covenanting to do such work shall also file with the Director of Public Works a bond, with some surety company authorized to do business in the State of California, as surety thereon, to be satisfactory in all respects to said Director, in a sum not less than $\frac{1}{2}$ of the total amount payable by the terms of the contract, conditioned for the payment of all materialmen and employees under the contract. In lieu of such bonds or certified check, any contractor may deliver to said Secretary a bond in the sum of \$25,000, with some surety company authorized to do business in the State of California, as surety thereon, conditioned for faithful performance of any and all private contracts authorized to be performed by him in pursuance of the provisions of this Article, and for the payment of all materialmen and employees under such contracts. Such last-mentioned bond must be satisfactory in all respects to said Director and shall be renewed annually.

SEC. 414. LIABILITY NOT AFFECTED BY ASSIGNMENT OF CONTRACTS-RECORDATION-NOTICE.

No assignment or transfer of a contract authorized or provided for in this Article, or of any rights thereunder, shall operate to relieve the surety or sureties on any bond executed in connection with such contract, as herein provided for, from the obligations or liabilities assumed in and by such bond, nor change or in any manner or degree qualify such obligations or liabilities. All such assignments or transfers of contracts must be recorded in the County Recorder's office and due notice thereof given to the Director of Public Works.

SEC. 415. INVESTIGATION OF SIGNATURES.

The Director of Public Works may institute such inquiry as he deems proper for the purpose of determining the authenticity of the signatures appearing on a private contract, or the authority of the parties thereto to sign same.

SEC. 416. IMPROVEMENT BY INDIVIDUAL OWNER.

Nothing in this Article shall be construed as prohibiting the Director of Public Works from granting permission to an individual owner or his duly authorized agent to improve a public street in front of his property, if in the judgment of the City Engineer and said Director such improvement be deemed advisable and expedient, and the public interest or convenience requires the same. It shall be unlawful for any person, firm or corporation to commence or proceed with the construction of street improvement works within the City and County of San Francisco, unless a permit therefor shall have been first obtained from the Department of Public Works, unless the Director of Public Works decides that no permit is needed.

Before the issuance of such permit the applicant therefor shall be required to pay to the said Department, as a processing fee, the sum of \$160 for each permit.

(Amended by Ord. 401-87, App. 9/26/87)

SEC. 417. EXISTING CONTRACTS CONFIRMED.

The provisions of this Article shall not be deemed in any way to affect any of the matters provided for in Article 6 of this Chapter for the improvement of streets by public contract and assessment of the cost thereof against private property.

This Article, however, shall not in any manner be held to affect any private contract heretofore in force and effect in pursuance of the provisions of Ordinance No. 7169 (New Series) and ordinance amendatory thereof, which provisions shall be deemed applicable until the completion of every such contract.

SEC. 422. UNDEDICATED STREETS-SALE OF LOTS PROHIBITED.

No person, firm or corporation shall sell or offer for sale any lot or lots facing on a street or streets not heretofore opened and dedicated to public use, unless the name or names of such streets have been previously submitted to the Department of Public Works and such department has approved such name or names.

SEC. 423. OBJECTION TO SIMILAR NAMES.

It shall be the duty of the Department of Public Works to object to the name of any proposed street similar to one already dedicated, unless the new street can be an extension of the latter, and also to object to any name that may be so similar as to lead to confusion. In neither case the person, firm or corporation that submitted the name or names which were objected to shall submit other names not open to the same objection, and shall not sell or offer for sale any lot or lots on such proposed streets until the names thereof have been approved by the Department of Public Works.

SEC. 424. PENALTY.

Any person, firm or corporation violating any provisions of Sections 422 and 423 of this Article shall be punished by a fine of not more than \$100 or by imprisonment in the County Jail not exceeding 30

days, or by both such fine and imprisonment.

**ARTICLE 10:
[RESERVED]**

Disclaimer:

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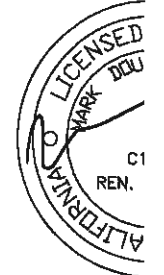
APPROVED
PUBLIC WORKS/STREET USE & MAPPING
 PERMIT # AIE-0730
 REVIEWER: AE
 DATE: 8/7/14

FL FLOW LINE
 FF FINISH FLOOR
 TC TOP OF CURB
 BW BACK OF SIDEWALK
 T.O.W. TOP OF WALL
 T.O.S. TOP OF SLAB

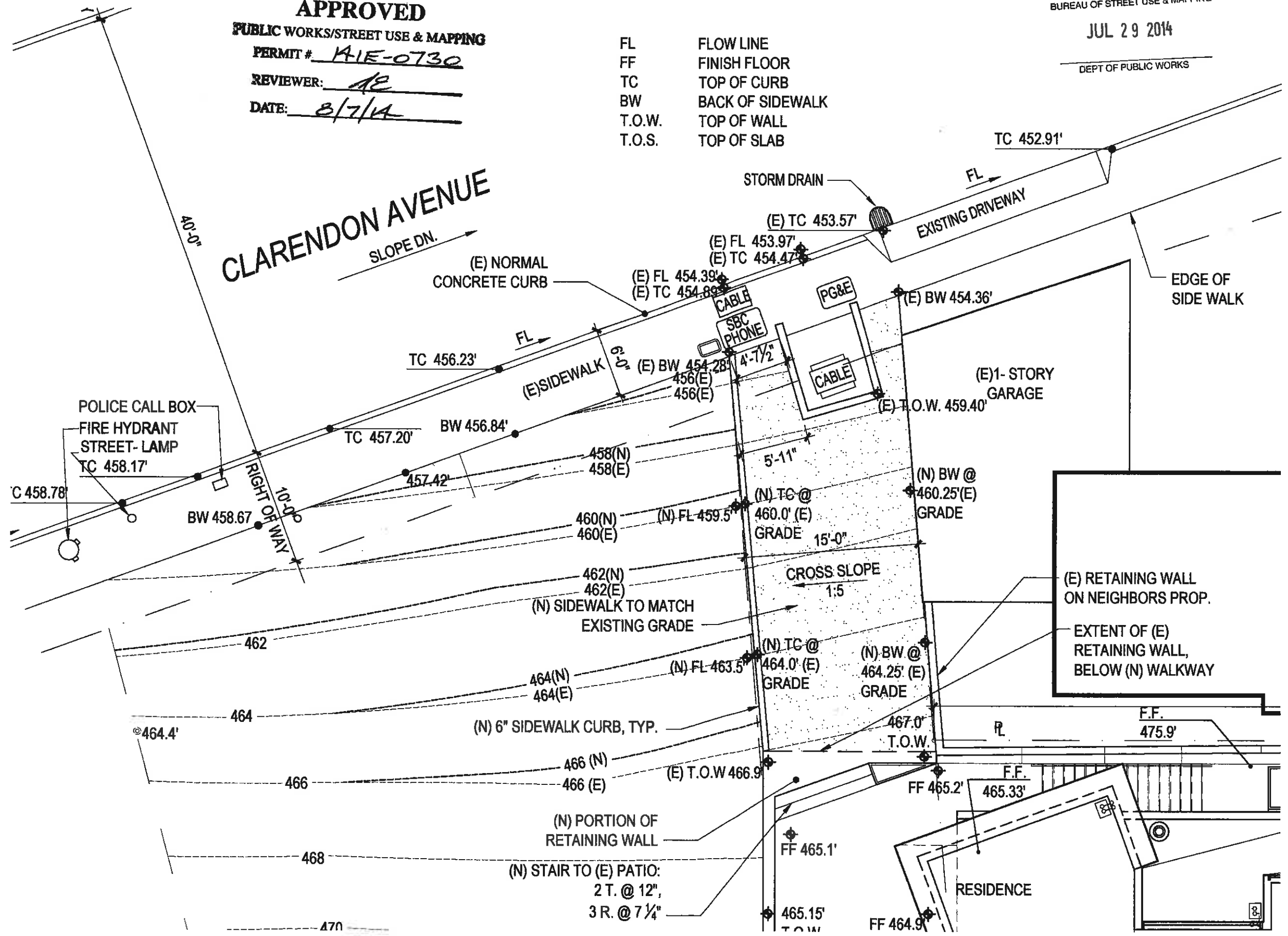
RECEIVED
 BUREAU OF STREET USE & MAPPING
 JUL 29 2014
 DEPT OF PUBLIC WORKS



ISSUE DATE:
 DRAWN BY:
 JOB NO:



1410 STANYAN STREET
 1410 Stanyan Street
 San Francisco, CA



EXISTING PLAN (1)
 SCALE: 1/8" = 1'-0"

SHEET TITLE:
 STREET IN PROPOS
 SHEET NO:

HD 10/29/14

FILE

August 11, 2014

BOARD OF APPEALS

AUG 12 2014

APPEAL # 14-146

Board of Appeals
1650 Mission Street, #304
San Francisco, CA

RE: 1410 Stanyan Street
Permit # 14MSE-0296 & 141E-0730

FILE

Gentlemen:

The proposed issued permit to encroach on Stanyan Street by creating a 15' wide "sidewalk" is nothing more than constructing a private driveway to the property's garage in disguise.

This issue has come up a number of times, always in a different format. The neighborhood does not want an encroachment of any kind on the open, green space of the 1400 block of Stanyan. The property at 1410 Stanyan already has access.

We strongly object to the issuance of this permit and would like to see the matter closed once and for all.

Sincerely,

Thomas K. Fawcett
Carla R. Fawcett

66 Mountain Spring
San Francisco, 94114

Mejia, Xiomara (PAB)

From: Ted Hlavac <hlavac@pacbell.net>
Sent: Tuesday, October 21, 2014 11:25 AM
To: Board of Appeals (PAB)
Subject: Appeal No. 14-146; 1410 Stanyan Street

BOARD OF APPEALS

OCT 21 2014

APPEAL # 14-146

As a 40-year resident at 87 Clarendon Avenue living within a 300-foot radius of the subject property, I strenuously object to the developer's continuing attempts to override the will of the neighbors, the Land Use Committee, and the full Board of Supervisors with his ongoing proposals for a driveway from Clarendon Avenue. To call a 25-foot wide concrete roadway a "pedestrian path" is an insult to everyone's intelligence. Please reject this ludicrous proposal.

Thank you.

Ted Hlavac
87 Clarendon Avenue
San Francisco 94114-2101



This email is free from viruses and malware because avast! Antivirus protection is active.

Mejia, Xiomara (PAB)

From: Charles <charles@crosswavemanagement.com>
Sent: Monday, October 20, 2014 10:46 PM
To: Board of Appeals (PAB)
Cc: Wiener, Scott; Yee, Norman (BOS)
Subject: Appeal No. 14-146; 1410 Stanyan Street

BOARD OF APPEALS

OCT 21 2014

APPEAL # 14-146

Dear Members of the Board,

I am writing to urge you in the strongest terms to grant this appeal, and rescind the permit granted to the developer to pave over the green space at 1410 Stanyan. The original petition to pave over this space was rejected repeatedly by various city agencies, and by the Board of Supervisors (once in 2006, and again this past summer, on a vote of 11-0).

The current permit is based on an egregious misrepresentation, in which a swath two feet wider than a driveway is somehow designated a footpath. This misrepresentation serves only one purpose: to evade the law and ignore the intent of our representatives on the Board of Supervisors.

To allow the permit to stand would be a giveaway of public land to benefit a speculator who is not even a San Francisco taxpayer. It would harm San Francisco, and would be a slap in the face to the many residents and neighbors who have endured more than 10 years of harassment by this developer.

Please stand with the residents and taxpayers of San Francisco. Please respect the decision of our representatives on the Board of Supervisors, who studied this issue and reached a unanimous conclusion supporting our position.

Please grant the appeal and rescind the permit.

Thank you,

*Charles Hsu
128 Clarendon Ave.
San Francisco, CA 94114*

Huang, Cecilia (PAB)

From: Drjodyky <drjodyky@gmail.com>
Sent: Monday, October 20, 2014 11:02 PM
To: Charles
Cc: Board of Appeals (PAB); Wiener, Scott; Yee, Norman (BOS)
Subject: Re: [Clarendon Heights Neighbors Network] Appeal No. 14-146; 1410 Stanyan Street

Yes!! Agree!! Jody and Tom Kornberg 50 Gkenbrook ave

drj

Note:

This email is not encrypted. I do not always check this email daily.

On Oct 20, 2014, at 10:46 PM, Charles <charles@crosswavemanagement.com> wrote:

Dear Members of the Board,

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Please stand with the residents and taxpayers of San Francisco. Please respect the decision of our representatives on the Board of Supervisors, who studied this issue and reached a unanimous conclusion supporting our position.

Please grant the appeal and rescind the permit.

Thank you,

*Charles Hsu
128 Clarendon Ave.
San Francisco, CA 94114*

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We also have a Facebook Group. Visit <https://www.facebook.com/groups/Clarendon.Heights/> to