

**BOARD OF APPEALS, CITY & COUNTY OF SAN FRANCISCO**

Appeal of  
SMART CYCLE RECYCLING, )  
Appellant(s) )  
vs. )  
ZONING ADMINISTRATOR, )  
Respondent )

Appeal No. 14-119

**NOTICE OF APPEAL**

**NOTICE IS HEREBY GIVEN THAT** on June 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 June 05, 2014, of a Request for Suspension (requesting that BPA No. 2014/01/14/6245 be suspended for the reason that this permit was issued over-the-counter in error without the required neighborhood notification as per Planning Code Section 312) at 405 - 10th Street.

**FOR HEARING ON August 20, 2014**

Address of Appellant(s):

Address of Other Parties:

Smart Cycle Recycling , Appellant c/o Ors Csaszar, Agent for Appellant 531 Bayshore Blvd. San Francisco, CA 94124	N/A
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Date Filed:

BOARD OF APPEALS

JUN 20 2014

APPEAL # 14-119

**CITY & COUNTY OF SAN FRANCISCO  
BOARD OF APPEALS**

**PRELIMINARY STATEMENT OF APPEAL**

I / We, **Smart Cycle Recycling**, hereby appeal the following departmental action: **ISSUANCE of Request for Suspension BPA #2014/01/14/6245** by the **Zoning Administrator** which was issued or became effective on: **June 05, 2014**, for the property located at: **405-10th 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: **July 31, 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.

**OEA**  
Respondent's and Other Parties' Briefs are due on or before: **August 14, 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, August 20, 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 attachment to the Preliminary Statement of Appeal.

**Appellant or Agent (Circle One):**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Oks Caszar

I am appealing this suspension because I find absolutely wrong that they would put a suspension on my permit two weeks from when I am supposed to open and after having the permit for over 3 months. If it had been the next few days that the suspension had put on but it was not and within that time I signed a lease for 5 years with the property owner, I made serious business investments, sorters, cashiers, and not to mention hired over 11 employees that have trained for over 1.5 months, since that is state rules. The planning department is the one who ultimately made the mistake and therefore I should not have to pay for the mistake, when it was the planning department all along. It is jeopardizing not only my own self, but the lives of over 11 people who are depending on this new job opening based on the planning department approval of my permit. I originally had everything ready to do the section 311/312 notification, but it was once again the planning department, two different planners to be exact, said I did not need to do this notification process because the particular lot did not have any business on it except a billboard so there was no change needed. My permit was the first business permit to be issued on this property. This all made perfect sense to me so that is why I did not question the planner's decision, not to mention how can I turn in something when they are not accepting it. I was not going to force it into their hands.

BOARD OF APPEALS

JUN 20 2014

APPEAL # 14-119



# SAN FRANCISCO PLANNING DEPARTMENT

## Suspension Request

June 5, 2014

Mr. Tom Hui, CBO  
Director, Department of Building Inspection  
1660 Mission Street  
San Francisco, CA 94103

**Building Application No.:** 2014.01.14.6245  
**Property Address:** 405 10<sup>th</sup> Street  
**Block and Lot** 3525/068  
**Zoning District:** SALI/40/55-X  
**Staff Contact:** Corey Teague - (415) 575-9081  
[corey.teague@sfgov.org](mailto:corey.teague@sfgov.org)

BOARD OF APPEALS

JUN 20 2014

APPEAL # 14-119

1650 Mission St.  
Suite 400  
San Francisco,  
CA 94103-2479

Reception:  
415.558.6378

Fax:  
415.558.6409

Planning  
Information:  
415.558.6377

Dear Mr. Hui,

This letter is to request that the Department of Building Inspection (DBI) suspend **Building Permit Application Number 2014.01.14.6245** (no construction work to be carried out; this permit is for a mobile collector unit to be housed at 405 10th Street during business for community to drop off bottles, aluminum cans, glass bottles and plastic containers.) for the property at 405 10<sup>th</sup> Street. The subject permit application was approved over-the-counter by the Planning Department on January 14, 2014. The permit was subsequently issued on April 1, 2014.

However, the permit creates a new land use (Public Use – Community Recycling Collection Center) per Planning Code Section 890.80(A). As such, neighborhood notification should have been conducted pursuant to Planning Code Section 312. Therefore, the Planning Department is requesting suspension of **Building Permit Application Number 2014.01.14.6245** so that the required neighborhood notification may be conducted.

**APPEAL:** Any aggrieved person may appeal this letter to the Board of Appeals within fifteen (15) days after the date of the issuance of this letter. For further information, please contact the Board of Appeals in person at 1650 Mission Street, Room 304, or call 575-6880.

Sincerely,

Scott F. Sanchez  
Zoning Administrator



Tom Hui, Director - DBI  
Suspension Request  
405 10<sup>th</sup> Street  
June 5, 2014

CC: Property Owner  
Daniel Lowrey, Acting Deputy Director, Department of Building Inspection  
Julian Banales, Planning Department

Appeal #14-119

Board of Appeals

1650 Mission Street

San Francisco CA 94124

Dear Board of Appeals,

We, Smart Cycle LLC, are appealing the department of building inspection and zoning administration action to suspend BPA #2014/01/14/645 located at 405 10<sup>th</sup> street. We are asking that you take the suspension off our permit and allow us to continue moving forward with the opening of our collection center. We believe the zoning administration and department of building inspection is in the wrong for suspending our license, since the missing document causing the suspension was not our error and we did not take any missteps when obtaining our permit.

At the end of August, 2013 the 405 10<sup>th</sup> Street space was spotted for the potential use of a collection center. I went to the Planning Department to see if the land was properly zoned for such activities. The Planning Department stated that the lot is zoned properly; however we would have to conduct a neighborhood notification for the permit to be approved. I got in contact with Radius Services on Harrison St. who prepared all the documents for the notification and everything was ready by December 6<sup>th</sup>, 2013. I proceeded to go to the planning department on December 9<sup>th</sup>, 2013 to turn in the paperwork prepared by Radius Services.

While at the Planning Department I was told that this work was done in vain and that the neighborhood notification was not necessary for this particular permit. With that information they instructed us to move forward to the next step which included getting sign offs from each department involved in the process, as well as the lease signed for the property.

On January 14<sup>th</sup>, 2014 I went back to the Planning Department with all the documents ready to get the permit. R. Schuett approved the documents along with Nelson Chi Lau and Melissa Fields on January 15<sup>th</sup>, 2014. I was told the only missing document is the signed lease for the property. I got the finishing touches on my lease, and the landlord and I agreed that the 5 year lease would officially begin. April 1<sup>st</sup>, 2014. Having presented the signed lease to planning, the final permit was granted by, Zhang Ren Yu and Tom L Hui. After that I began moving forward with the work that needed to be done to open the business beginning of July, 2014.

We started building the equipment needed to run the business which included a bulletproof cashier/office, weigh master stations, the proper PG&E plans, as well as architectural plans. We started hiring and training eleven employees and one manager at our other location, so when time comes everybody is ready to work. We were moving closer to the opening date and then we got notice that our permit had been suspended. It was not the Planning Department that notified us, but our landlord! The zoning administration requested that the department of building inspection suspend our permit on the grounds that we needed to do a neighborhood notification. (The very notification that was originally fully prepared for, but planning said it was not necessary.) The suspension was official on June 9<sup>th</sup> and we still were not notified by the Planning Department until the 10<sup>th</sup> of June. All of our preparations came to halt at this point.

Apparently there were some mistakes made, but the mistakes were not done on our part. It is obvious that we are the victims in this situation because the Planning Department had four different employees sign-off on the permit that was issued on April 1<sup>st</sup>, 2014. Besides the employees that actually reviewed and issued the permit, there were also employees that gave incorrect information back in 2013 when asked about the proper way to obtain the permit. All stated that we did not need to do the neighborhood notification, even after we had put together the packet to do the notification. Because of this we made huge financial commitments, many of which are irreversible. By requiring us to do the notification now, we would lose time and money that we cannot afford to lose, but what is more important is that the outcome of the notification is uncertain! If the permit is not granted once again, then we would be not only locked in a five year lease and lose a lot of money that has already been put into this space, but the employees that have already been hired and trained for this site would unfortunately be out of a job since I would not be able to keep them. You can see in the letters attached how important this job is to them. We feel they should not suffer because of the planning department's negligence.

For reasons listed above we are requesting that our permit have the suspension lifted. We understand that by removing the suspension the neighborhood would not have the chance to voice any potential concerns, but I can assure the planning department that I will make every effort to address any issues arising in the future. We have used over \$100,000 worth of material, time, and preparation to get this business opened. The time line from when we received our permit to our desired opening date was carefully orchestrated to financially make it possible to open the business. We made the effort to place each event perfectly on our

timeline in order to make sure that we would succeed. If this delay caused by the suspension drags on any longer I will not have the liquid funds to keep going. If I have to make back the money we have already put into the new space, as well as pay rent for a site that is not making any revenue it would unfortunately result in my losing the current business as well, and that is unacceptable! The Planning Department made the mistake which is the real definition of negligence. Had we not been given the wrong information we would not be in this position. In my opinion making the city financially liable for our losses is the only solution I see unless I am able to keep the permit and open my business.

Smart Cycle LLC

Ors Csaszar

# **EXHIBIT TABLE OF CONTENTS**

## **EXHIBIT A**

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**EMPLOYEE LETTERS  
EMPLOYEE PAYSTUBS**

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**COSTS PAID AFTER RECEIVING PERMIT  
LEASE AGREEMENT  
MATERIAL PICTURES**

## **EXHIBIT C**

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**SECTION 311/312 NOTIFICATION**

## **EXHIBIT D**

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**BUSINESS REGISTRATION  
APPROVED BUILDING PERMIT  
PERMIT DETAILS REPORT  
SUSPENSION REQUEST  
APPROVED ELECTRICAL PERMIT**

**EXHIBIT**

**A**

7-24-14

To the board of Appeal.

My name is Jocy de Alba i got hired at Recycling Center 2 yrs. Ago last yr. i have to go back to Philippines for family Emergency. but when i come comeback i cannot get my job back because they hired somebody already. but they told me they can put me in the new location if they open and i got 4 kids to feed i just learn today that my job is in jeopardy because the new Recycling Center is suspended. i talk to the owner that i can get this job if this Recycling place is open and opportunity that he has ~~has~~ job open for me. i dont know what to do and i dont have any income and please understand that i have family to support in the philippines. im hoping changed their mind and grant the permit to the new location.

Jocy de Alba



**\* Paycheck - View**

CO.	File	Dept	CLOCK	Voucher No.
ASG	001019	100100	XN50X	100371



**Earnings Statement**

Our Planet Recycling  
 531 Bayshore Blvd  
 San Francisco, CA 94124

Period Ending: 06/17/2014  
 Pay Date: 06/20/2014

Taxable Marital Status: Single  
 Exemptions/Allowances:  
 Federal: 01  
 State: 01

Dealba, Joseph A  
 906 Connecticut  
 San Francisco, CA 94107

<u>Earnings</u>	<u>rate</u>	<u>hours</u>	<u>this period</u>	<u>Other Benefits</u>	
Regular	\$10.74	43.0	\$461.82		
	<b>Gross Pay</b>		<b>\$461.82</b>	<b>and Information</b>	<b>this Period</b>
<u>Deductions</u>	<u>Statutory</u>				
	Federal income tax		\$22.34		
	Social Security tax		\$28.63		
	Medicare tax		\$6.70		
	State tax		\$0.00		
	State tax 2		\$0.00		
	Local tax		\$0.00		
	Local tax 2		\$0.00		
	Tax SUI		\$4.62		
	<b>Net Pay</b>		<b>\$399.53</b>		

Hi My name is Artis Robinson  
I am 24 years old I live in a very rough  
part of San Francisco. Sunny Day projects its  
hard getting or finding jobs were I come from  
people judge me in different ways were I come  
from in how I look. Long dreadlock tall and African  
American. So when people look at me they look  
two or three times. So when I came to Our Planet  
they seen one man looking for a job and  
gave me a shoot. I'm truly thankful and Blessed.

I have three kids 2 year old Abiyh L. Robinson  
1 year old Alavna R. Robinson and 4 month old Artis A.  
Robinson. So when Our Planet hired me they Blessed  
my children as well. Befor this job I was on  
Food stamps and struggling to make it with three  
kids. So if Our Planet open a new location there  
well be more jobs for people like me more places  
to recycle and more places to help people understand  
the right way to recycle. I've been here 2 months  
in I love it. its hard dirty work but I love it.  
without this job I don't know were I'll be right  
now probably hanging on the corner or in jail.  
Thanks to Our Planet for keeping me out of trouble  
and off the streets.

THANK YOU: OUR PLANET

and

THANK YOU: the Board of  
appells

By Artis Robinson

June 26, 2014

**\* Paycheck - View**

CO. File Dept CLOCK Voucher No.  
ASG 000215 100100 100377



**Earnings Statement**

Our Planet Recycling  
531 Bayshore Blvd  
San Francisco, CA 94124

Period Ending: 06/17/2014  
Pay Date: 06/20/2014

Taxable Marital Status: Single  
Exemptions/Allowances:  
Federal: 01  
State: 01

Robinson, Artis  
1621 SunnyDale Ave  
San Francisco, CA 94134

<u>Earnings</u>	<u>rate</u>	<u>hours</u>	<u>this period</u>	<u>Other Benefits</u>	
Regular	\$10.74	53.0	\$569.22		
	<b>Gross Pay</b>		<b>\$569.22</b>	<b>and Information</b>	<u>this Period</u>
<u>Deductions</u>	<u>Statutory</u>				
	Federal income tax		\$33.08		
	Social Security tax		\$35.29		
	Medicare tax		\$8.25		
	State tax		\$1.52		
	State tax 2		\$0.00		
	Local tax		\$0.00		
	Local tax 2		\$0.00		
	Tax SUI		\$5.70		
	<b>Net Pay</b>		<b>\$485.38</b>		

I came to the United States a year ago and I choosed San Francisco because It's the most beautiful city I've ever seen, and also because California is one of the places where people care about the environment, healthy food and sports.

I had the opportunity of visit some cities in the United States and no one has this organized lifestyle. Trash recolection is one of the points that I love about this city because when I came, this company (OPR) gave me the opportunity to work and understand the process. Owners of this company trained me for a long time to be a cashier, and I'm ready to start at the new facility.

I came to study to get my degree as a Vet and this job has been given me the chance to pay my rent, food and also save some money for my studies.

Owners of this company told me this facility is not going to be open. I am very worried because this job is all that I have to survive in this city. I really like to work with them because they help us but also they help that big chinese community that helps to keep clean this beautiful city.

Yanis H. Pérez @

**\* Paycheck - View**

CO. File Dept CLOCK Voucher No.  
ASG 000235 100100 250004



**Earnings Statement**

Our Planet Recycling  
531 Bayshore Blvd  
San Francisco, CA 94124

Period Ending: 06/17/2014  
Pay Date: 06/20/2014

Taxable Marital Status: Single  
Exemptions/Allowances:  
Federal: 00  
State: 00

Florez Castro, Maria  
128 Tapia Street  
San Francisco, CA 94132

<u>Earnings</u>	<u>rate</u>	<u>hours</u>	<u>this period</u>	<u>Other Benefits</u>	
Regular	\$14.00	66.4	\$929.60		
	<b>Gross Pay</b>		<b>\$929.60</b>	<b>and Information</b>	<u>this Period</u>
<u>Deductions</u>	<u>Statutory</u>				
	Federal income tax		\$109.00		
	Social Security tax		\$57.64		
	Medicare tax		\$13.48		
	State tax		\$15.87		
	State tax 2		\$0.00		
	Local tax		\$0.00		
	Local tax 2		\$0.00		
	Tax SUI		\$9.29		
	<u>Other</u>				
	CHECKING 1		724.32		
	<b>Net Pay</b>		<b>\$0.00</b>		




6/26/14

To whom it may concern:

My name is Herman Turincio and I am a new employce at our Planet Recycling who was trained and hired under the impression that they would be opening a new facility. I was recently informed that their permit was suspended and that my employment would be terminated if they are unable to open up their new facility which was the sole reason that I was trained and hired here.

The way I came to be employed here is from a program called American Works which is a probation based program that helps ex-offenders find work in hopes to help the recidivism rate that our city faces. I was recently released from custody 2 months ago, and have been working here for about a month now, and I must say that it is helping me alot. This is the first job I have had since 2009, and I have already adjusted and like it here. It is also helping me use my time more wisely, keeping me busy, and to make money so that I dont have to go back to my old ways, so if I were to lose this job I would be devastated, and would not know what to do. So I am writing this letter in hopes that their permit could be unsuspended so that my job would not be in jeopardy. I would greatly appreciate it if I were able to keep my job. Thank you!

Sincerely,  
Herman Turincio 

**\*Paycheck - View**

CO. File Dept CLOCK Voucher No.  
ASG 000289 100100 100382



**Earnings Statement**

Our Planet Recycling  
531 Bayshore Blvd  
San Francisco, CA 94124

Period Ending: 06/17/2014  
Pay Date: 06/20/2014

Taxable Marital Status: Single  
Exemptions/Allowances:  
Federal: 00  
State: 00

Turincio,Herman  
1684 Newcomb Ave  
San Francisco, CA 94124

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<u>Earnings</u>	<u>rate</u>	<u>hours</u>	<u>this period</u>	<u>Other Benefits</u>	<u>and Information</u>	<u>this Period</u>
Regular	\$10.74	80.0	\$859.20			
OverTime	\$16.11	3.0	\$48.33			
	<b>Gross Pay</b>		<b>\$907.53</b>			
<u>Deductions</u>	<u>Statutory</u>					
	Federal income tax		\$105.69			
	Social Security tax		\$56.27			
	Medicare tax		\$13.16			
	State tax		\$0.00			
	State tax 2		\$0.00			
	Local tax		\$0.00			
	Local tax 2		\$0.00			
	Tax SUI		\$9.08			
	<b>Net Pay</b>		<b>\$723.33</b>			

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Hello, my name is John Lucas. I began working for Our Planet Recycling back in Nov 2010. Over time I started having problems with alcohol. I was missing work and was even caught drinking on the job. After repeated warnings and second chances I was finally terminated in February 2014. After several months of getting clean and sober I returned to try to get my old job back. I was told that they would love to take me back but there was no position available. However they told me about a new location that they are trying to open but that their license was suspended. The only way they would have room for me is if they open the new center. This company has always been good to me and has helped me during difficult times in my life. I would love to return but until they open the new location I will have to remain unemployed. So I write this asking you to please return their license so I can return to work and the several other people can start working as well. I really want and need this job so I hope you will take this into consideration. Thank you for your time and thank you for reading this letter.



**\*Paycheck - View**

CO.	File	Dept	CLOCK	Voucher No.
ASG	001010	100100	XN50X	250009



**Earnings Statement**

Our Planet Recycling  
 531 Bayshore Blvd  
 San Francisco, CA 94124

Period Ending: 06/17/2014  
 Pay Date: 06/20/2014

Taxable Marital Status: Single  
 Exemptions/Allowances:  
 Federal: 02  
 State: 02

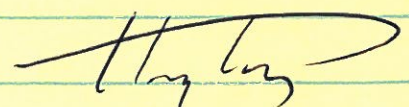
Lucas, John  
 140 Seneca Ave  
 San Francisco, CA 94112

<u>Earnings</u>	<u>rate</u>	<u>hours</u>	<u>this period</u>	<u>Other Benefits</u>	
Regular	\$12.50	8.0	\$100.00		
OverTime	\$18.75	3.1	\$58.13		
	<b>Gross Pay</b>		<b>\$158.13</b>	<b><u>and Information</u></b>	<b><u>this Period</u></b>
<u>Deductions</u>	<u>Statutory</u>				
	Federal income tax		\$0.00		
	Social Security tax		\$9.80		
	Medicare tax		\$2.29		
	State tax		\$0.00		
	State tax 2		\$0.00		
	Local tax		\$0.00		
	Local tax 2		\$0.00		
	Tax SUI		\$1.58		
	<u>Other</u>				
	CHECKING 1		144.46		
	<b>Net Pay</b>		<b>\$0.00</b>		

My name is Henry Tang. I have been informed by my managers that I would be lay off soon. The reason being that our company is currently unable to send me over to our new location.

It is hard for me to express how much I value this job. I started working at OPR on April 2nd this year. They've trained me not only on how to work, but guided me on how to be a better person. They provided me with a livelihood and that is something I can't lose since as you may understand the cost of living within our city is high.

While one can look for a job, it is very hard for one to find a company that actually value their employees such as Our Planet Recycling. If I was to lose this job my savings would only last a month or two at best due to the high rental price. This job is ideal for me and I hope to keep it for the work atmosphere, the experience and most importantly my stable full time work hours. I wish my voice can provide some insights on the impact of the opening of the new location. Thank you for your time!



6-25-14

**\* Paycheck - View**

CO. File Dept CLOCK Voucher No.  
ASG 001056 100100 250013



**Earnings Statement**

Our Planet Recycling  
531 Bayshore Blvd  
San Francisco, CA 94124

Period Ending: 06/17/2014  
Pay Date: 06/20/2014

Taxable Marital Status: Single  
Exemptions/Allowances:  
Federal: 01  
State: 01

Tang, Henry  
87 Naples Street  
San Francisco, CA 94112

<u>Earnings</u>	<u>rate</u>	<u>hours</u>	<u>this period</u>	<u>Other Benefits</u>	
Regular	\$11.50	74.9	\$861.35		
	<b>Gross Pay</b>		<b>\$861.35</b>	<b>and Information</b>	<u>this Period</u>
<u>Deductions</u>	<u>Statutory</u>				
	Federal income tax		\$75.98		
	Social Security tax		\$53.41		
	Medicare tax		\$12.49		
	State tax		\$8.39		
	State tax 2		\$0.00		
	Local tax		\$0.00		
	Local tax 2		\$0.00		
	Tax SUI		\$8.61		
	<u>Other</u>				
	CHECKING 1		702.47		
	<b>Net Pay</b>		<b>\$0.00</b>		



To: Board of Appeals  
City and County of San Francisco

JUNE 25, 14

Hello my name is GLADYS JOHNSON. I am writing this letter as a plea for my livelihood, so I will give you a little back ground on myself & my work experience with OUR PLANET Recycling.

I first came to work for OUR PLANET in 2012, I really appreciated the chance to work for this company and my co-workers & bosses were great. At my time working here I had alot of personal issue including a substance abuse problem which caused me to leave the company. I left in good faith.

Since 2012 to current I enrolled in a residential treatment program in JULY of 2013 and stayed there until MAY 2014. I have been clean and sober since then & am now again working at OUR PLANET.

In may I was on craigslist looking for work. OUR PLANET was again hiring I went and talked with management



and they told me they would get back with me. A couple of weeks later I was contacted and given the opportunity to work for the company. I was and am thrilled to be working here at our Planet again. I was told I was being hired on again to open a new location which it now find out might be in jeopardy because of permit issues.

Right now my life is semi ok but could be a lot better. This job is the one thing that keeps my hope alive and know in my heart that there are still good people in this world, meaning the management at our Planet.

I am personally asking the board to allow these permits to go through so myself and others can continue to be employed. If I lose this job I will be literally homeless and I don't want to be a burden on this city. I want to earn a fair wage with a great company.

This is my plea to the Board of Appeals. Thank you for your time & thought in this matter.

Sincerely,  
GLADYS JOHNSON Gladys Johnson

**\* Paycheck - View**

CO. File Dept CLOCK Voucher No.  
ASG 000285 100100 100375



**Earnings Statement**

Our Planet Recycling  
531 Bayshore Blvd  
San Francisco, CA 94124

Period Ending: 06/17/2014  
Pay Date: 06/20/2014

Taxable Marital Status: Single  
Exemptions/Allowances:  
Federal: 03  
State: 03

Johnson, Gladys  
99 School Street  
#204  
Daly City, CA 94014

<u>Earnings</u>	<u>rate</u>	<u>hours</u>	<u>this period</u>	<u>Other Benefits</u>	
Regular	\$10.74	29.0	\$311.46		
	<b>Gross Pay</b>		<b>\$311.46</b>	<b>and Information</b>	<u>this Period</u>
<u>Deductions</u>	<u>Statutory</u>				
	Federal income tax		\$0.00		
	Social Security tax		\$19.31		
	Medicare tax		\$4.52		
	State tax		\$0.00		
	State tax 2		\$0.00		
	Local tax		\$0.00		
	Local tax 2		\$0.00		
	Tax SUI		\$3.11		
	<b>Net Pay</b>		<b>\$284.52</b>		



To whom it may concern:

6-25-14

My name is Maurice Haskell I'm a 40 year old Black <sup>Male</sup> ~~male~~ who was recently release from prison on September 25, 2013 after doing 18 years, In November 2013 I applied for a Job at our planet recycling, not judged based on my back ground, But I was afforded the opportunity to become a member of this company, which have helped me learn more of being responsible as well ~~they~~ taught me the Job based on my lack of work experiance, during my release my wife has become pregnant who is now 9 months, just today I'm learning our planet recycling is expanding towards opening up a new location, and if this location is not granted a lot of people who work here will not seek the opportunity to stay employed as well others is in my situation out in the streets looking for work wouldnt be able to apply at other companies due to them being a ex-felon, our planet recycling have giving me that chance as well a chance to provide for my family, I am one of the individuals whos job is in jeopardy if this new location isn't granted, and this will cause a financial



hardship for my family (my wife, daughter and  
new born (son)). If I was to be terminated  
from my position at our planet recycling  
I appreciate you time



Paycheck - View

CO. File Dept CLOCK Voucher No.  
ASG 000198 100100 100374



Earnings Statement

Our Planet Recycling  
531 Bayshore Blvd  
San Francisco, CA 94124

Period Ending: 06/17/2014  
Pay Date: 06/20/2014

Taxable Marital Status: Married  
Exemptions/Allowances:  
Federal: 01  
State: 01


Haskell, Maurice  
47 Garrison St  
San Francisco, CA 94134

<u>Earnings</u>	<u>rate</u>	<u>hours</u>	<u>this period</u>	<u>Other Benefits</u>	<u>and Information</u>	<u>this Period</u>
Regular	\$12.50	80.0	\$1,000.00			
OverTime	\$18.75	15.9	\$298.13			
	<b>Gross Pay</b>		<b>\$1,298.13</b>			
<u>Deductions</u>	<u>Statutory</u>					
	Federal income tax		\$88.27			
	Social Security tax		\$80.48			
	Medicare tax		\$18.83			
	State tax		\$14.36			
	State tax 2		\$0.00			
	Local tax		\$0.00			
	Local tax 2		\$0.00			
	Tax SUI		\$12.98			
	<b>Net Pay</b>		<b>\$1,083.21</b>			

TO THE BOARD OF APPEALS 06/26/14

I WAS HIRED RECENTLY TO WORK FOR SMARTCYCLE AND TRAINED TO BE A MANAGER, I LEFT MY JOB OF 13 YEARS I'M A 43 YEAR OLD MALE HISPANIC AND LACK EDUCATION, I WILL NOT BE ABLE TO FIND ANOTHER JOB AS MOST EMPLOYERS NOW REQUIRE A G.E.D OR HIGH SCHOOL DIPLOMA I AM AN EX-FELON I HAVE 2 CHILDREN AND I AM THE ONLY PERSON WORKING IN MY HOUSEHOLD I ALSO SUPPORT MY 70 YEAR OLD MOTHER AND 94 YEAR OLD GRANDMA, IS ALREADY HARD TO GET A JOB FOR ANORMAL PERSON FOR ME IMPOSSIBLE. I CAN'T GO BACK TO A LIFE OF CRIME AND I CAN'T BECOME HOMELESS BUT I WOULD HAVE TO MAKE A CHOICE.

PLEASE DON'T PUT ME OUT OF MY LIFE LINE I USED TO WORK  
SINCERELY JOSSE MORRISON



Paycheck - View

CO. File Dept CLOCK Voucher No.  
 ASG 000082 100100 250012



Earnings Statement

Our Planet Recycling  
 531 Bayshore Blvd  
 San Francisco, CA 94124

Period Ending: 06/17/2014  
 Pay Date: 06/20/2014

Taxable Marital Status: Married  
 Exemptions/Allowances:  
 Federal: 01  
 State: 00

Morrison, Jose  
 2 Townsend street  
 2-403  
 San Francisco, CA 94107

<u>Earnings</u>	<u>rate</u>	<u>hours</u>	<u>this period</u>	<u>Other Benefits</u>	<u>and Information</u>	<u>this Period</u>
Regular	\$16.00	80.0	\$1,280.00			
OverTime	\$24.00	2.1	\$50.40			
	<b>Gross Pay</b>		<b>\$1,330.40</b>			
<u>Deductions</u>	<u>Statutory</u>					
	Federal income tax		\$93.11			
	Social Security tax		\$82.49			
	Medicare tax		\$19.29			
	State tax		\$19.55			
	State tax 2		\$0.00			
	Local tax		\$0.00			
	Local tax 2		\$0.00			
	Tax SUI		\$13.30			
	<u>Other</u>					
	CHECKING 1		1,102.66			
	<b>Net Pay</b>		<b>\$0.00</b>			

▪ Paycheck - View

CO. File Dept CLOCK Voucher No.  
ASG 000288 100100 100376



Earnings Statement

Our Planet Recycling  
531 Bayshore Blvd  
San Francisco, CA 94124

Period Ending: 06/17/2014  
Pay Date: 06/20/2014

Taxable Marital Status: Single  
Exemptions/Allowances:  
Federal: 00  
State: 00

Ramos, Enrique Antonio  
755 Monterey Blvd  
Apt 1  
San Francisco, CA 94127

<u>Earnings</u>	<u>rate</u>	<u>hours</u>	<u>this period</u>	<u>Other Benefits</u>	
Regular	\$10.74	13.5	\$144.99		
	<b>Gross Pay</b>		<b>\$144.99</b>	<b>and Information</b>	<u>this Period</u>
<u>Deductions</u>	<u>Statutory</u>				
	Federal income tax		\$5.85		
	Social Security tax		\$8.99		
	Medicare tax		\$2.10		
	State tax		\$0.00		
	State tax 2		\$0.00		
	Local tax		\$0.00		
	Local tax 2		\$0.00		
	Tax SUI		\$1.45		
	<b>Net Pay</b>		<b>\$126.60</b>		

**EXHIBIT**

**B**

## **Preparations done and their costs after receiving the permit in April**

- Lease signed for 5 years \$180,000
- Lease security deposit \$6000
- Custom made reinforced bullet resistant cashier office \$49,230
- Weigh master stations (2) \$22,000
- PG&E \$5,500
- Electrician \$8,000 (\$2,000 paid)
- Architectural plans \$2,000
- Paper for state requirements \$4,000
- Training for 10 new employees \$17,500
- Security System \$3,500
- Forklift \$11,000
- Contractor \$10,000 (\$2,500 paid)
- Material \$5,000 (bins & bags)

**Total paid thus far: \$136,230**

L E A S E

1. PARTIES:

1.1 Names. This lease (the "Lease") is made and entered into on the date below written in San Francisco, California, by and between the persons identified below as Landlord ("Landlord") and ("Tenant").

Landlord: DURNEY & BORG

Tenant: SMART CYCLE, LLC, a California Limited Liability Company,

2. PREMISES:

2.1 Description. Landlord hereby leases to Tenant and Tenant hereby rents from Landlord the real property commonly known as 405V 10<sup>th</sup> Street, San Francisco, California, consisting of approximately 3,000 square feet (the "Premises").

3. TERM:

3.1 Period. The term of this Lease shall be for a period of five (5) years, commencing on April 1, 2014 and terminating on March 31, 2019. Provided, however, Tenant shall have the right to terminate this Lease effective no later than May 31, 2014 by providing written notice to Landlord that Tenant was not able to obtain the governmental permits required to conduct its business on the Premises. In such case, Tenant shall not be entitled to the refund of the \$3,000 security deposit or of the \$3,000 in Rent for April and May of 2014, for a total of \$6,000, or for any portion thereof.

4. RENT:

4.1 Amount and Payment. Tenant shall pay to Landlord a monthly rent ("Rent"), in advance, without deduction, setoff, prior notice or demand, the sum of three thousand dollars(\$3,000) per month commencing on June 1, 2014 and thereafter on the first day of each calendar month. If the date of commencement or expiration of the term of this Lease occurs on a day other than on the first day of a calendar month, the Rent for the first and last month shall be prorated upon the number of lease days in that particular month. All Rent shall be made payable to Durney and Borg and be paid at 44 Bay View Avenue, Larkspur, CA 94939 or in such other place or to such other person as Landlord may from time to time designate in writing.

All payments of any type due from Tenant to Landlord hereunder and be characterized as rental due under this Lease.



4.2 Rent Adjustment. The amount of Rent payable hereunder shall be increased on April 1<sup>st</sup> of each year by four percent (4%) of the Rent paid for the prior month.

4.3 Security Deposit. Receipt is hereby acknowledged of six thousand dollars (\$6,000) consisting of the non-refundable Rent of one thousand five hundred dollars (\$1,500) for April and May of 2014 and three thousand dollars (\$3,000) as a security deposit for the performance by Tenant of the provisions of this Lease. If Tenant is in default, Landlord may use the security deposit, or any portion of it, to cure the default or compensate itself for all damage resulting from Tenant's default. Tenant hereby waives Civil Code Section 1950.7. Tenant shall pay upon demand to Landlord a sum equal to the portion of the security deposit expended or applied by Landlord so as to maintain the security deposit in the sum initially deposited with the Landlord. If Tenant is not in default at the expiration or sooner termination of this Lease, Landlord shall return the security deposit without interest to Tenant after calculation and deduction of all sums due under this Lease. Landlord's obligations with respect to the security deposit are those of a debtor and not a trustee and Landlord may commingle the security deposit with Landlord's other funds.

4.4 Late Charge; Interest. If Tenant fails to pay any rental due hereunder within 5 days after the date when it is due, Tenant shall pay Landlord a late charge in an amount equal to ten percent (10%) of the amount not paid when due and interest on the past-due amount, from the date due until paid, at the rate of ten per cent (10%) per annum. Tenant shall pay the late charge and interest as Additional Rent with the next installment of Base Rent.

5. Condition of Premises. Tenant acknowledges that it has thoroughly inspected the Premises with the assistance of a licensed general contractor and such other experts as it deems necessary and accepts the Premises "as is." Landlord makes no warranty whatsoever with respect to the condition of the Premises or that any utility services provided to the Premises are in form or amount suitable for Tenant's use.

6. USE:

The Premises shall be used solely as a community recycling collection center exclusively for the deposit and receipt of empty plastic bottles, aluminum cans and glass bottles and the payment of the CRV and for no other use or purpose without the prior written consent of Landlord. Tenant shall not do or suffer anything to be done in or about the Premises, nor shall Tenant bring or allow anything to be brought into the Premises, which will in any way increase the rate of any fire insurance or other insurance upon the Premises, cause a cancellation of said insurance or otherwise affect said insurance in any manner. Tenant further agrees not to commit or suffer to be committed any waste in or upon the Premises. Tenant



shall not bring, store, deposit or use any Hazardous Material (as defined herein) on the Premises, nor shall Tenant allow or permit its agents, employees, or contractors to bring, store, deposit or use any Hazardous Material on the Premises, except incidental quantities of household chemicals commonly used for janitorial purposes. "Hazardous Material" as used herein shall mean any hazardous, toxic or radioactive substance now or hereafter regulated by federal, state or local governmental or other authority, including, but not limited to, any "hazardous substance" as defined in Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act.

7. SERVICES AND UTILITIES: Tenant shall be responsible and pay for any water, gas, power, telephone, trash disposal and all other utilities and services supplied to the Premises, together with any taxes thereon. Tenant acknowledges that there are currently no utilities provided to the Premises. There shall be no abatement of Base Rent and Landlord shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service to due any cause.

8. COMPLIANCE WITH LAW:

Tenant shall not do or suffer anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance or other governmental rule, regulation or requirement now in force or which may hereafter be enacted or promulgated. At its sole cost and expense, Tenant shall promptly comply with all said governmental measures and also with the requirements of any board of fire underwriters or other similar body now or hereafter constituted to deal with the condition, use or occupancy of the Premises. The judgment of any court of competent jurisdiction or the admission of Tenant in any judicial action, regardless of whether Landlord is a party thereto, that Tenant has violated any of said governmental measures or requirements shall be conclusive of that fact as between Landlord and Tenant.

9. ALTERATIONS:

Tenant shall not make or suffer to be made any alterations, additions or improvements to the Premises or any part thereof, including the attachment of any fixtures or equipment, without obtaining Landlord's prior written consent, which consent shall not be unreasonably withheld. When applying for such consent, Tenant shall furnish complete plans and specifications for such alterations, additions or improvements. All alterations, additions, fixtures and improvements, whether temporary or permanent in character, made in or upon the Premises either by Landlord or Tenant, shall at once become part of the realty and belong to Landlord and, at the end of the term hereof, shall remain on the Premises without compensation of any kind to Tenant except as herein provided in this Lease. Notwithstanding any other provision

contained in this Lease, Tenant agrees that it shall, upon Landlord's written request, at its sole cost and expense, promptly remove any alterations, additions, fixtures, communication system or other cabling, or improvements designated by Landlord to be removed and repair any damage to the Premises resulting from such removal. Such removal shall be made prior to the expiration or termination of this Lease if Landlord gives Tenant such written request no less than thirty (30) days prior to the expiration or termination of this Lease. All work done by or for Tenant costing in excess of \$5,000 per set of improvements shall be performed by a licensed general contractor who shall provide a full payment and performance bond naming both Landlord and Tenant as insured.

10. REPAIR:

By taking possession of the Premises, Tenant accepts the Premises as being in the condition in which Landlord is obligated to deliver them. Tenant shall at all times during the term of this Lease, at its sole cost and expense, keep the Premises (including, without limitation, the fence located thereon) in good and sanitary order, condition and repair, damage thereto by fire, earthquake, Act of God or the elements excepted. Notwithstanding the forgoing, Tenant shall not be obligated to maintain and repair the outdoor sign structure located on the Premises. To the extent allowed by law, Tenant hereby waives all benefits of and rights under California Civil Code Sections 1932(1), 1941 and 1942 and under any similar law, statute, or ordinance now or hereafter in effect. Upon the expiration or sooner termination of this Lease, Tenant shall surrender the Premises to Landlord, together with all alterations, additions, fixtures, improvements and repairs which have been made thereto, in the same condition as delivered, ordinary wear and tear and damage by fire, earthquake, Act of God or the elements excepted. Landlord has no obligation to alter, add to, improve or repair the Premises. Tenant also acknowledges that Landlord has made no representations regarding the condition of the Premises.

11. LIENS:

Tenant shall not permit any mechanics', materialmen's or other liens to be filed against the real property of which the Premises form a part nor against the Tenant's leasehold interest in the Premises. The Landlord shall have the right at all reasonable times to post and keep posted on the Premises any notices which it deems necessary for protection from such liens and Tenant shall give Landlord at least ten (10) days' prior notice of the date of commencement of any construction on the Premises in order to permit the posting of such notices. If any such liens are filed, Landlord may, without waiving its rights and remedies based on such breach by Tenant and without releasing Tenant from any obligations, cause such liens to be released by any means it deems proper, including payment in satisfaction of the claim giving rise to such lien. Tenant shall pay to Landlord at once, without notice or demand, any sum paid by

Landlord to remove such liens together with Landlord's costs and attorneys' fees and interest at the rate of ten percent (10%) per annum from the date of payment.

12. INDEMNIFICATION:

To the fullest extent permitted by law, Tenant hereby assumes all risks and waives all claims against Landlord for any damage to any tangible or intangible property (including the resulting loss of use, economic losses and consequential or resulting damages of any kind from any cause) or any injury to or death of any person in or about the Premises arising at any time and from any cause whatsoever other than solely by reason of the gross negligence or willful act of Landlord, or its agents, or employees or contractors. Notwithstanding Landlord's negligence or breach of this Lease, Landlord shall under no circumstances be liable for injury to Tenant's business or for any loss of income or profit therefrom. Tenant shall indemnify, defend and hold Landlord harmless against all claims or liability for any injury or damage to any person or property whatsoever occurring in, on, or about the Premises or any part thereof, when such injury or damage shall be caused in part or in whole by the act, neglect, fault of, or omission of any duty with respect to the same, by Tenant, its agents, servants, employees or invitees. Tenant further agrees to indemnify, defend and hold Landlord harmless against and from any and all claims: (a) by or on behalf of any person, firm or corporation, arising from the conduct or management of any work or thing whatsoever done by the Tenant in or about or from transactions of the Tenant concerning the Premises; (b) arising from any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of the Tenant to be performed pursuant to the terms of this Lease; or (c) arising from any act or negligence of the Tenant, or any of its agents, contractors, servants, employees or licensees. The foregoing indemnifications include all costs, attorney's fees, expenses and liabilities incurred in connection with any such claim or action or proceeding brought thereon. Furthermore, in case any action or proceeding is brought against Landlord by reason of any such claims or liability, Tenant agrees to defend such action or proceeding at Tenant's sole expense. The provisions of this paragraph shall survive the expiration or termination of this Lease with respect to any claims or liability arising prior to such expiration or termination.

13. INSURANCE:

Tenant shall purchase at its own expense and keep in force during the term of this Lease a policy of commercial general liability insurance against claims for bodily injury, personal and advertising injury and property damage arising out of or relating (directly or indirectly) to Tenant's business operations, conduct or use or occupancy of the Premises. Such insurance shall be on an occurrence basis providing single limit coverage of not less than

writing to comply with and be bound by all of the terms, covenants, conditions, provisions and agreements of this Lease, and Tenant shall deliver to Landlord, promptly after execution, an executed copy of each document evidencing the Transfer and an agreement of said compliance by each Transferee. Landlord's consent to one Transfer shall not be deemed to be a consent to any subsequent Transfer and any Transfer which does not comply with the provisions of this paragraph 15 shall be void. Tenant shall pay all costs of Transfer, including without limitation, real estate commissions and Landlord's reasonable attorneys fees expended in connection therewith.

If Landlord consents to a Transfer, and as a condition thereto, Tenant shall pay Landlord seventy five percent (75%) of any Transfer Premium, derived by Tenant from such Transfer. "Transfer Premium" shall mean: (i) for a lease assignment, all consideration paid or payable therefor, and (ii) for a sublease, all rent, additional rent or other consideration paid by such Transferee in excess of the base rent payable by Tenant under this Lease (on a monthly basis and on a per rentable square foot basis if less than all of the Premises is transferred). In any such computation, Tenant: (a) may subtract any reasonable direct out-of-pocket costs incurred in connection with such Transfer, such as advertising costs, brokerage commissions, attorneys' fees and leasehold improvements, amortized on a straight line basis over the remaining term of this Lease (or the term of the sublease in the case of a sublease) and (b) shall include in the "Transfer Premium" any consideration for execution of the Transfer, including, without limitation, so-called "key money" or other bonus amount paid by Transferee to Tenant, and any payments in excess of fair market value for services rendered by Tenant to Transferee or in excess of fair market value for assets, fixtures, inventory, equipment or furniture transferred by Tenant to Transferee. Tenant shall pay the percentage of the Transfer Premium due Landlord within thirty (30) days after Tenant receives any Transfer Premium. As a condition to Transfer, the Transferee shall verify in writing to Landlord all consideration paid or given or to be paid or given for such Transfer. In addition, Landlord shall have the option, in the event of any proposed assignment or subletting to terminate the Lease as of the proposed effective date of the proposed assignment or subletting. Such option to terminate shall be exercised, if at all, by Landlord giving Tenant written notice thereof within thirty (30) days following Landlord's receipt of Lessee's written request. Following any such termination by Landlord, Landlord may lease all or some portion of the Premises to the prospective assignee or subtenant proposed by Tenant without liability to Tenant. Landlord's failure to exercise its termination right shall not be construed as Landlord's consent to the proposed assignment or subletting.



16. ENTRY BY LANDLORD:

Upon reasonable notice, or in an emergency without notice, Landlord and its designees shall have the right to enter the Premises: (a) to inspect them, (b) to show the Premises to prospective purchasers, lenders or tenants, (c) to post notices of nonresponsibility, or (d) to maintain, repair and utilize the outdoor sign structure located on the Premises, all without reduction of rent. Tenant hereby waives any claims for damages for any injury to or interference with Tenant's business or quiet enjoyment of the Premises or any other loss occasioned by such entry.

17. INSOLVENCY OR BANKRUPTCY:

The appointment of a receiver to take possession of all or substantially all of the assets of Tenant, or any assignment by Tenant for the benefit of creditors, or any action taken or suffered by Tenant under any insolvency, bankruptcy, or reorganization act, shall at Landlord's option constitute a breach of this Lease by Tenant if not released within 90 days. On the happening of any such event or at any time thereafter this Lease shall terminate five days after written notice of termination from Landlord to Tenant. In no event shall this Lease be assigned or assignable by operation of law or by voluntary or involuntary bankruptcy proceedings or otherwise and in no event shall this Lease or any rights or privileges hereunder be an asset of Tenant under any bankruptcy, insolvency, or reorganization proceedings. In the event that any provisions of this paragraph are not enforceable as a matter of law, Landlord shall retain its rights under paragraph 17 above.

18. DEFAULT:

The failure to perform or honor each covenant, condition and representation made under this Lease shall constitute a default hereunder by Tenant upon expiration of the appropriate grace period hereinafter provided. Tenant shall have a period of three (3) days from the date of written notice from Landlord within which to cure any default in the payment of rental or adjustment thereto or any other sums hereunder. Tenant shall have a period of ten (10) days, after written notice from Landlord within which to cure any other default under this Lease; provided, however, that with respect to defaults which cannot be reasonably cured within ten (10) days, the default shall not be deemed to be uncured if Tenant commences to cure within ten (10) days from Landlord's notice and continues to prosecute diligently the curing thereof. Said written notices shall constitute those required under CCP § 1161 et seq. Acceptance of a payment which is less than the amount then due shall not be a waiver of Landlord's rights to the balance of such rent, regardless of Landlord's endorsement of any check so stating. Upon an uncured default of this Lease by Tenant, Landlord shall have the following rights and remedies in addition to any other rights or remedies

available to Landlord at law or in equity:

(a) The rights and remedies provided by California Civil Code Section 1951.2, including but not limited to, recovery of the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of rental loss for the same period that the Tenant proves could be reasonably avoided, as computed pursuant to Section 1951.2(b);

(b) The rights and remedies provided by California Civil Code Section 1951.4 (Landlord may continue the lease in effect after Tenant's breach and abandonment and recover rent as it becomes due, if Tenant has right to sublet or assign, subject only to reasonable limitations). Acts of maintenance or preservation, efforts to relet the Premises, or the appointment of a receiver upon Landlord's initiative to protect its interest under this Lease shall not constitute a termination of Tenant's right to possession;

(c) The right to terminate this Lease by giving notice to Tenant in accordance with applicable law;

(d) The right and power, as attorney-in-fact for Tenant, to enter the Premises and remove therefrom all persons and property, to store such property in a public warehouse or elsewhere at the cost of and for the account of Tenant, and to sell such property and apply the proceeds therefrom pursuant to applicable California law. Landlord, as attorney-in-fact for Tenant, may from time to time sublet the Premises or any part thereof for such term or terms (which may extend beyond the term of this Lease) and at such rent and such other terms as Landlord in its sole discretion may deem advisable, with the right to make alterations and repairs to the Premises. Upon each such subletting, (i) Tenant shall be immediately liable to pay to Landlord, in addition to indebtedness other than rent due hereunder, any real estate commissions paid by Landlord in connection with such subletting and the cost of such subletting and such alterations and repairs incurred by Landlord and the amount, if any, by which the rent hereunder for the period of such subletting (to the extent such period does not exceed the term hereof) exceeds the amount agreed to be paid as rent for the Premises for such period or (ii) at the option of Landlord, rents received from such subletting shall be applied first, to payment of any indebtedness other than rent due hereunder, from Tenant to Landlord; second, to the payment of any costs of such subletting and of such alterations and repairs; third, to payment of rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same becomes due hereunder. If Tenant has been credited with any rent to be received by such subletting under option (i) and such rent shall not be promptly paid to Landlord by the subtenant(s), or if such rentals received from such subletting under option (ii) during any month be less than that to be paid during that month by Tenant hereunder,

Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. For all purposes set forth in this subparagraph (d), Landlord is hereby irrevocably appointed attorney-in-fact for Tenant, with power of substitution. No taking possession of the Premises by Landlord, as attorney-in-fact for Tenant shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Tenant. Notwithstanding any such subletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach; and

(e) The right to have a receiver appointed for Tenant, upon application by Landlord, to take possession of the Premises and to apply any rental collected from the Premises and to exercise all other rights and remedies granted to Landlord as attorney-in-fact for Tenant pursuant to subparagraph (d) above.

(f) All sums due from Tenant to Landlord not paid when due shall bear interest at ten (10%) percent per annum.

19. LANDLORD'S RIGHT TO CURE DEFAULT:

All covenants and agreements to be kept or performed by Tenant under the terms of this Lease shall be performed by Tenant at Tenant's sole cost and expense and without any reduction of rent. If Tenant shall be in default on its obligations under this Lease to pay any sum of money other than payment of rent or perform any other act hereunder, and if such default is not cured within the applicable grace period provided in paragraph 18 hereof, Landlord may, but shall not be obligated to, make such payment or perform any such act on Tenant's part without waiving its right based upon default of Tenant and without releasing Tenant from any obligations hereunder. All sums so paid by Landlord and all incidental costs, together with interest thereon at the rate of ten percent (10%) per annum from the date of such payment or the incurrence of such cost by Landlord, whichever occurs first, shall be paid to Landlord on demand. In the event of nonpayment by Tenant, Landlord shall have, in addition to any other rights or remedies hereunder, the same rights and remedies as in the case of default.

20. DAMAGE BY FIRE OR CASUALTY:

20.1 Partial Damage - Insured. In the event the Premises are damaged by any casualty which is covered under fire and extended coverage insurance carried by Landlord, then Landlord shall restore such damage provided insurance proceeds are available to pay eighty percent (80%) or more of the cost of restoration and provided such restoration can be completed within sixty (60) days after the commencement of the work in the opinion of a registered architect or engineer appointed by Landlord. In such event this Lease shall continue in full force and effect, except that Tenant shall be entitled to proportionate reduction of rent while such restoration takes place, such proportionate reduction to be based upon the extent to

which the restoration efforts interfere with Tenant's business in the Premises.

20.2 Partial Damage - Uninsured. In the event the Premises are damaged by a risk not covered by Landlord's insurance or the proceeds of available insurance are less than eighty (80%) of the cost of restoration, or if the restoration cannot be completed within sixty (60) days after the commencement of work in the opinion of the registered architect or engineer appointed by Landlord, then Landlord shall have the option either to (1) repair or restore such damage, this Lease continuing in full force and effect, but the rent to be proportionately abated as hereinabove provided, or (2) give notice to Tenant at any time within thirty (30) days after such damage terminating this Lease as of a date to be specified in such notice, which date shall be not less than thirty (30) nor more than sixty (60) days after giving such notice. In the event of the giving of such notice, this Lease shall expire and all interest of Tenant in the Premises shall terminate on such date so specified in such notice and the rent, reduced by any proportionate reduction based upon the extent, if any, to which said damage interfered with the use and occupancy of Tenant, shall be paid to the date of such termination; Landlord agrees to refund to the Tenant any rent theretofore paid in advance for any period of time subsequent to such date.

20.3 Total Destruction. In the event the Premises are totally destroyed or the Premises cannot be restored as required herein under applicable laws and regulations, notwithstanding the availability of insurance proceeds, this Lease shall be terminated effective the date of the damage.

20.4 Damage Near End of the Term. Notwithstanding anything to the contrary contained in this Section 20, Landlord shall not have any obligation whatsoever to repair, reconstruct or restore the Premises when the damage resulting from any casualty covered under this Section 20 occurs during the last twelve (12) months of the term of this Lease or any extension thereof.

20.5 Landlord's Obligations. The Landlord shall not be required to repair any injury or damage by fire or other cause or to make any restoration or replacement of any improvements or property installed in the Premises by Tenant or at the direct or indirect expense of Tenant. Tenant shall be required to restore or replace same in the event of damage. Except for abatement of rent, if any, Tenant shall have no claim against Landlord for any damage suffered by reason of any such damage, destruction, repair or restoration; nor shall Tenant have the right to terminate this Lease as a result of any statutory provision now or hereafter in effect pertaining to the damage and destruction of the Premises, except as expressly provided herein.



21. EMINENT DOMAIN:

If any part of the Premises shall be taken or appropriated under the power of eminent domain or conveyed in lieu thereof, either party shall have the right to terminate this Lease at its option. In such event, Landlord shall receive such portions of the condemnation award as the court shall allow. If a part of the Premises shall be so taken or appropriated or conveyed and neither party hereto shall elect to terminate this Lease and the Premises have been damaged as a consequence of such partial taking or appropriation or conveyance, the Landlord shall restore the Premises continuing under this Lease at the Landlord's cost and expense; provided, however, that Landlord shall not be required to repair or restore any injury or damage to the property of Tenant or to make any repairs or restoration of any alterations, additions, fixtures or improvements installed on the Premises by or at the expense of Tenant. Thereafter, the rent to be paid under this Lease for the remainder of its term shall be proportionately reduced, such reduction to be based upon the extent to which the partial taking or appropriation or conveyance shall interfere with the business carried on by Tenant on the Premises.

22. SURRENDER OF PREMISES:

A voluntary surrender or other surrender of this Lease by Tenant or the mutual cancellation of this Lease shall not work a merger. Any surrender or mutual cancellation of this Lease shall operate as an automatic assignment to Landlord of any subleases or subtenancies.

23. HOLDING OVER:

Any holding over after the expiration of the term of this Lease with the written consent of Landlord shall be a tenancy from month to month upon the same terms, covenants and conditions herein, the monthly rental shall be determined by Landlord and contained in the written consent. Landlord may thereafter terminate such tenancy on 5 days written notice. Acceptance by Landlord of rent after such expiration shall not result in any other tenancy or any renewal of the term of this Lease, and the provisions of this paragraph are in addition to and do not affect Landlord's right of re-entry or other rights provided under this Lease or by applicable law.

If Tenant shall retain possession of the Premises or any part thereof without Landlord's written consent following the expiration or sooner termination of this Lease for any reason, then Tenant shall pay to Landlord for each day of such retention double the amount of the daily rental for the last period prior to the date of such expiration or termination. Tenant shall also indemnify and hold Landlord harmless from any loss or liability resulting from delay by Tenant in surrendering the Premises, including, without limitation, any claims made by any succeeding tenant founded on such

delay. Alternatively, if Landlord gives notice to Tenant of Landlord's election thereof, such holding over shall constitute renewal of this Lease for a period from month to month.

24. SALE BY LANDLORD:

In the event that Landlord sells or conveys the Premises, Landlord shall be released from any liability arising thereafter based upon any of the terms, covenants or conditions, express or implied, which are contained in this Lease. In such event, Tenant agrees to look solely to Landlord's successor in interest for any liability under this Lease. If any security has been given by Tenant to secure the faithful performance of any of the covenants of this Lease, Landlord shall transfer or deliver said security, as such, to Landlord's successor in interest and thereupon Landlord shall be discharged from any further liability with regard to said security. Except as set forth in this paragraph, this Lease shall not be affected by any sale or conveyance of the Premises by Landlord, and Tenant agrees to attorn in writing to Landlord's successor in interest.

25. ESTOPPEL CERTIFICATE:

Within ten (10) days after notice from Landlord, Tenant shall execute and deliver to Landlord, in recordable form, a certificate stating that this Lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate also shall state the amount of minimum monthly rent, the dates to which the rent has been paid in advance, the amount of any security deposit or prepaid rent, the fact that there are no current defaults under the Lease by either Landlord or Tenant except as specified in such statement, and such other matters requested by Landlord. Tenant acknowledges that any statement delivered pursuant to this paragraph may be relied upon by any mortgagee, beneficiary, purchaser or prospective purchaser of the Premises or any interest therein. Failure to deliver the certificate within said ten (10) days shall be conclusive upon Tenant that this Lease is in full force and effect and has not been modified except as may be represented by Landlord. If Tenant fails to deliver the certificate within the ten (10) days, Tenant irrevocably constitutes and appoints Landlord as its special attorney-in-fact to execute and deliver the certificate to any third party.

26. SUBORDINATION AND ATTORNMENT:

This Lease is and shall be subject and subordinate at all times to all ground or underlying leases which now exist or may hereafter be executed or amended affecting the Premises and to the lien of any mortgages or deeds of trust in any amount or amounts whatsoever which now exist or may hereafter be executed or amended on or against the Premises, or on or against Landlord's interest or estate

therein, without the necessity of the execution and delivery of any further instruments on the part of Tenant to effectuate such subordination. Notwithstanding the foregoing, Tenant covenants and agrees to execute and deliver upon demand to Landlord such further instruments in recordable form evidencing such subordination of this Lease to such ground or underlying leases and to the lien of any such mortgages or deeds of trust as may be reasonably required by Landlord, including a statement from Tenant as to any claimed offsets of Tenant. In the event of the failure of Tenant to supply such writing within ten (10) days after request by Landlord, Tenant irrevocably appoints Landlord as its special attorney-in-fact to execute such instruments and record same for the benefit of any third party. As to any mortgages, deeds of trust or ground leases hereafter executed that affect Landlord's estate or any interest of Landlord in the real property or any part thereof of which the Premises form a part or any renewals, modifications, replacements or extensions of existing mortgages, deeds of trust or ground leases, they shall not be effective to disturb the terms hereof or Tenant's occupancy hereunder so long as Tenant is not in default under the terms and conditions of this Lease. Any holder of a mortgage or deed of trust may elect to have this Lease superior to the lien of its mortgage or deed of trust by giving written notice thereof to Tenant, whereupon this Lease shall be deemed prior to such mortgage or deed of trust notwithstanding the relative dates of the documentation or recordation thereof.

Upon the written request of the Landlord or any mortgagee or beneficiary of Landlord, Tenant will in writing attorn to any such mortgagee or beneficiary. Said agreement of attornment shall provide, among other things, (a) that this Lease shall remain in full force and effect, (b) that Tenant shall pay rent to said mortgagee or beneficiary from the date of said attornment, (c) that mortgagee or beneficiary shall not be responsible to Tenant under this Lease except for obligations accruing subsequent to the date of such attornment, and (d) that Tenant, in the event of foreclosure or deed in lieu thereof, will enter into a new lease with the lien holder acquiring title on the same terms and conditions as the existing Lease and for the balance of the term hereof. In the event that Tenant fails to deliver such writing within 10 days after demand by Landlord, Tenant irrevocably appoints Landlord as its special attorney-in-fact to execute such document for Tenant.

27. WAIVER:

If Landlord waives the performance of any term, covenant or condition contained in this Lease, such waiver shall not be deemed to be a waiver of the term, covenant or condition itself or a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein. Furthermore the acceptance of rent or late charge by Landlord shall not constitute a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, regardless of Landlord's knowledge of such preceding

breach at the time Landlord accepted such rent or late charge. Failure by Landlord to enforce any of the terms, covenants or conditions of this Lease for any length of time shall not be deemed to waive or to decrease the right of Landlord to insist thereafter upon strict performance by Tenant. Waiver by Landlord of any term, covenant or condition contained in this Lease may only be made by a written document signed by Landlord.

28. LANDLORD'S DEFAULT:

If Tenant obtains a money judgment against Landlord resulting from any default or other claim arising under this Lease, such judgment shall be satisfied only out of the rents, profits and income received by Landlord with respect to its right, title and interest in the Premises and the underlying real property. No other real, personal or mixed property of Landlord (or of any of the individuals who comprise Landlord) shall be subject to levy to satisfy any such judgment.

29. ATTORNEYS' FEES:

In the event that any action or proceeding is brought to enforce any term, covenant or condition of this Lease on the part of Landlord or Tenant, the prevailing party in such litigation shall be entitled to reasonable attorneys' fees and expert fees and costs to be fixed by the Judge presiding in such action or proceeding.

30. NOTICES:

Notices to the parties hereto required or described in this Lease (including any notice to be served on Tenant pursuant to Code of Civil Procedure Section 1162) will be deemed to have been delivered upon the sooner of personal delivery or forty-eight (48) hours after they have been deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the Tenant at the Premises and to Landlord at 44 Bay View Avenue, Larkspur, CA 94939, San Francisco, California and to either of them at such other places as they may from time to time designate by written notice. Either may request duplicate notices to themselves or third parties. Any deed of trust holders shall have a reasonable opportunity after receipt of each such notice in which to cure all defaults on the part of Landlord. In the event it is necessary for said first deed of trust holders to enter upon the Premises in order to effect said cure, the right of entry shall be deemed to have been granted by this provision.

31. DEFINED TERMS AND HEADINGS:

The words "Landlord" and "Tenant" as used herein shall include the plural as well as the singular. Words used in masculine gender include the feminine and neuter, where applicable. If there is more than one Tenant, the obligations imposed under this Lease upon

Tenant shall be joint and several. The headings and titles to the paragraphs of this Lease are used for convenience only and shall have no effect upon the construction or interpretation of the Lease. No party other than Landlord and Tenant and their successors and assigns shall be entitled to the benefits of this Lease: there are no third party beneficiaries to this Lease.

32. TIME AND APPLICABLE LAW:

Time is of the essence of this Lease and all of its provisions. This Lease shall in all respects be governed by the laws of the State of California.

33. SUCCESSORS AND ASSIGNS:

Subject to the provisions of paragraph 15 hereof, the terms, covenants and conditions contained herein shall be binding upon and inure to the benefit of the heirs, successors, executors, administrators and assigns of the parties hereto.

34. ENTIRE AGREEMENT:

This Lease, together with its exhibits, contains all the agreements of the parties hereto and supercedes any previous negotiations. There have been no representations made by the Landlord or understandings made between the parties other than those set forth in this Lease and its exhibits. This Lease may not be modified except by a written instrument duly executed by the parties hereto.

35. SEVERABILITY:

If any provision of this Lease or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Lease and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law. If any payments or interest hereunder shall at any time be in violation of any California usury laws or otherwise in violation of law, they shall be reduced to an amount equal to the maximum permitted under California law.

36. QUIET ENJOYMENT:

Landlord agrees to and shall in the commencement of this Lease place Tenant in quiet possession of the Premises and shall secure it in the quiet possession thereof against all persons lawfully claiming the same during the term of this Lease.

37. LIGHT AND AIR:

Tenant covenants and agrees that no diminution of light, air or



37. LIGHT AND AIR:

Tenant covenants and agrees that no diminution of light, air or view by any structure which may hereafter be erected (whether or not by Landlord) shall entitle Tenant to any reduction of rent under this Lease, result in any liability of Landlord to Tenant, or in any other way affect this Lease or Tenant's obligations hereunder.

38. OFFER:

Preparation of this Lease by Landlord or Landlord's agent and submission of same to Tenant shall not be deemed an offer to lease. This Lease shall become binding upon Landlord and Tenant only when fully executed by Landlord and Tenant.

39. RIDER:

The attached Rider No. 1 - MISCELLANEOUS PROVISIONS and Rider No. 2 - GUARANTY are incorporated herein by this reference and are hereby made a part of this Lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease on the 31 day of March 2014.

LANDLORD:

Dorothy Durney  
DOROTHY DURNEY, Trustee of The Joseph and Dorothy Durney 1997 Revocable Trust

Dorothy Durney  
DOROTHY DURNEY, as agent for Marie Borg, Trustee of the Marie Borg Revocable Trust, John Borg, Robert Borg, Adrienne Borg and Cheryl Borg Marshall

Donna Kilian  
DONNA KILIAN

TENANT:

SMART CYCLE, LLC, A California Limited Liability Company

By Zsolt Csaszar  
Zsolt Csaszar, Manager

RIDER NO. 1 - MISCELLANEOUS

1. PREMISES SECURITY. Tenant shall maintain the cyclone fence surrounding the perimeter of the Premises which shall be locked and secured to deny access to the Premises whenever Tenant or its authorized representatives are not on the Premises.
2. RIGHT OF FIRST REFUSAL. Before Landlord lists the Premises for sale or before Landlord accepts an unsolicited offer to purchase the Premises, that is, without the Premises being listed for sale, whichever applies, Landlord shall provide Tenant notice with the details of such listing or of such unsolicited offer to purchase the Premises and Tenant shall have seven (7) days from the date on which said notice was transmitted to Tenant as provided in this Lease to accept the terms of such listing or of such unsolicited offer by providing a non-refundable cashier's check payable to Landlord for ten percent (10%) of the purchase price and by demonstrating to Landlord's satisfaction that Landlord is financially capable of closing an escrow to purchase the Premises under said terms and conditions for an all cash purchase within sixty (60) days of the date of such notice.
3. LANDLORD RIGHT TO TERMINATE LEASE IN THE EVENT OF A SALE. Landlord can elect to terminate this Lease in the event of a sale of the property on notice to Tenant, given ninety (90) days prior to the effective date of termination.

RIDER NO. 2 - GUARANTY

ORS SCASZAR and OUR PLANET RECYCLING S.F., LLC, a California Limited Liability Company, ("Guarantor"), whose address is 531 Bayshore Boulevard, San Francisco, California, as a material inducement to and in consideration of DURNEY and BORG ("Landlord") entering into a written lease ("the Lease") with SMART CYCLE, LLC, a California Limited Liability Company, ("Tenant"), dated the same date as this guaranty, pursuant to which Landlord leased to Tenant, and Tenant leased from Landlord, premises located in the City and County of San Francisco, commonly known as 405 V 10<sup>th</sup> Street, jointly and severally unconditionally guarantee and promise to and for the benefit of Landlord that Tenant shall perform the provisions of the Lease that Tenant is to perform.

Guarantor waives the benefit of any statute of limitations affecting Guarantor's liability under this guaranty.

The provisions of the Lease may be changed by agreement between Landlord and Tenant at any time, or by course of conduct, without the consent of or without notice to Guarantor. This guaranty shall guarantee the performance of the Lease as changed. Assignment of the Lease (as permitted by the Lease) shall not affect this guaranty.

This guaranty shall not be affected by Landlord's failure or delay to enforce any of its rights.

If Tenant defaults under the Lease, Landlord can proceed immediately against Guarantor or Tenant, or both, or Landlord can enforce against Guarantor or Tenant, or both, any rights that Landlord has under the Lease, or pursuant to applicable laws. If the Lease terminates and Landlord has any rights it can enforce against Tenant after termination, Landlord can enforce those rights against Guarantor without giving previous notice to Tenant or Guarantor, or without making any demand on either of them.


Guarantor waives the right to require Landlord to (1) proceed against Tenant; (2) proceed against or exhaust any security that Landlord holds from Tenant; or (3) pursue any other remedy in Landlord's power. Guarantor waives any defense by reason of any disability of Tenant, and waives any other defense based on the termination of Tenant's liability from any cause. Until all Tenant's obligations to Landlord have been discharged in full, Guarantor has no right of subrogation against Tenant. Guarantor waives their right to enforce any remedies that Landlord now has, or later may have, against Tenant. Guarantor waives any right to participate in any security now or later held by Landlord. Guarantor waives all presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, and notices of acceptance of this guaranty, and waives all notices of the existence, creation, or incurring of new or additional obligations.

If Landlord disposes of its interest in the Lease, "Landlord," as used in this guaranty, shall mean Landlord's successors.

If Landlord is required to enforce Guarantor's obligations by legal proceedings, Guarantor shall pay to Landlord all costs incurred, including, without limitation, reasonable attorneys' fees.

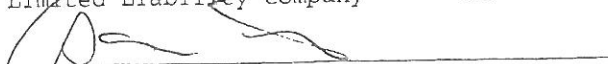
Guarantor's obligations under this guaranty shall be binding on Guarantor's successors.

Dated: March 31, 2014.

  
\_\_\_\_\_  
ORS SCASZAR

OUR PLANET RECYCLING S.F., LLC, A California  
Limited Liability Company

By

  
\_\_\_\_\_  
ORS SCASZAR, Manager



## PICTURES OF MATERIALS PURCHASED



EXHIBIT

C

# Section 311/312 Notification Checklist



SAN FRANCISCO  
PLANNING DEPARTMENT

PROJECT ADDRESS: 405 10th Street  
 CONTACT PERSON: Ors Csaszar  
 EMAIL: info@ourplanetssf.com  
 PHONE: 415.866.6102 / 415.246.5503 (cell)  
 NUMBER OF LABELS (to be filled in by Applicant): 85

**TO BE COMPLETED BY PIC STAFF:**

- Notification Type: 311 or 312 (circle one)
- Notification Map: INTERIOR LOT or CORNER LOT (circle one)  
Verify following map requirements:
  - Scale: 1" = 50'
  - Street Names and Property Addresses
  - Assessor's Block and Lot Numbers
  - Number of Dwelling Unit(s) per Lot
  - Number of Business(es) per Lot
  - All Vacant Lots Labeled with a "V"
  - All Condominiums with Lot numbers listed
- Mailing List: Hard Copy  
(A CD containing an Excel File of the mailing list formatted for Mail Merge will be requested at the time the mailing fee is calculated.)
  - Assessor's Block and Lot numbers
  - Names and Mailing Addresses of Property Owners
  - Mailing Addresses for Occupants for non-owner-occupied properties.

**Affidavit of Notification Material Preparation**

APPROVAL STAMP (by Assigned Planner):

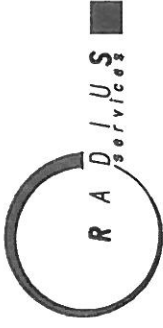
**TO BE COMPLETED BY NOTIFICATION STAFF:**

- Assigned Planner: \_\_\_\_\_
- BPA Notice Finalized and saved to I:\ Drive as .pdf
- Cover Letter Date: \_\_\_\_\_ Staff: \_\_\_\_\_
- Neighborhood District(s): \_\_\_\_\_ Citywide + \_\_\_\_\_
- Number of 11x17 Orange Posters: \_\_\_\_\_
- Fee Calculation:
  - \_\_\_\_\_ Labels Received from Applicant
  - + \_\_\_\_\_ Citywide and Neighborhood Labels
  - \_\_\_\_\_ Total Labels x \$ \_\_\_\_\_ per label + \$ \_\_\_\_\_ base fee =
- \$ \_\_\_\_\_ **TOTAL FEE**
- Paid Date: \_\_\_\_\_ Staff: \_\_\_\_\_
- CD of Mailing List Excel File
- CD of Reduced Plans as .pdf File
- Printed Set of Reduced Plans
- Materials Verified by: \_\_\_\_\_ Date: \_\_\_\_\_

- Notice Date: \_\_\_\_\_
- Expiration Date: \_\_\_\_\_
- ReproMail Number: \_\_\_\_\_
- Notification Staff: \_\_\_\_\_

CLOSED ON:

BY:



1221 Harrison Street, Suite 18  
 San Francisco CA 94103-4449  
**(415) 391-4775**

**BLOCK 3525  
 LOT 68**

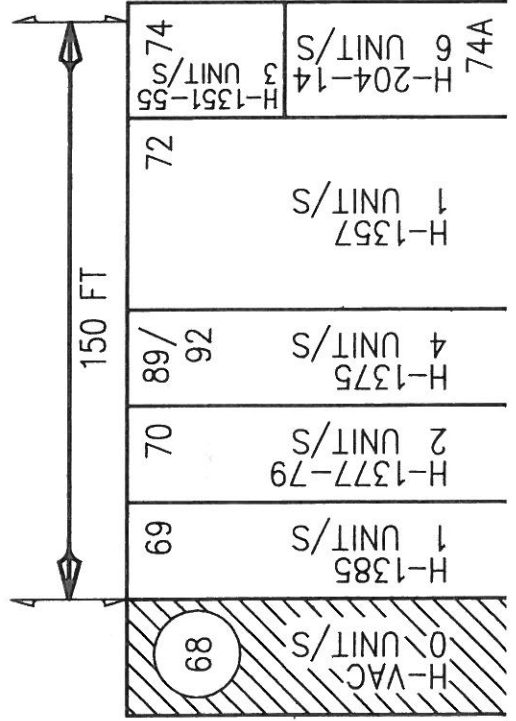
San Francisco, CA



H-1394 1 UNIT/S	H-VAC 0 UNIT/S	H-1370 1 UNIT/S	H-1356 1 UNIT/S	H-1354-54A 2 UNIT/S
17	16	15	14	13

BLOCK 3519

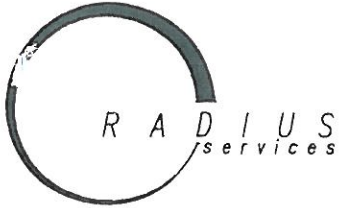
HARRISON STREET



7/117  
 3520

3524  
 66





1221 Harrison Street Ste 18  
San Francisco CA 94103-4449

415-391-4775 fax 391-4777  
Radiusservices @ AOL.com

**AFFIDAVIT OF PREPARATION  
OF NOTIFICATION MAP, MAILING LIST, & DELIVERY MATERIALS  
FOR PUBLIC NOTIFICATION**

RADIUS SERVICES hereby declares as follows:

1. We have prepared the Notification Map, Mailing List, and Delivery Materials for the purpose of Public Notification in accordance with requirements and instructions stipulated by San Francisco City Planning Code / San Francisco Building Code:
  - Section 311 - labels may be requested by Planning Dept.
  - Section 312 - labels may be requested by Planning Dept.
  - Section 106.3.2.3 (Demolition)
  - Conditional Use Permit for Wireless Antenna Installation
  - Other \_\_\_\_\_
2. We understand that we are responsible for the accuracy of this information, and that erroneous information may require re-mailing or lead to suspension or revocation of the permit.
3. We have prepared these materials in good faith and to the best of our ability.

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

EXECUTED IN SAN FRANCISCO, ON THIS DAY, 12/6/13.

RADIUS SERVICES  
Professional Service Provider

Douglas Chuck  
Douglas Chuck  
Radius Services

3525068N  
Radius Services Job Number

405 10th St  
Project Address



1221 Harrison Street Ste 18  
San Francisco CA 94103-4449

415-391-4775 fax 391-4777  
Radiumservices @ AOL.com

INVOICE FOR SERVICES

OKS Csaszar  
REQUESTED FOR:  
531 Bayshore Blvd  
SF, CA  
94124  
  
REQUESTED BY:

12/6/13  
DATE  
866.6103  
PHONE  
PGR/CELL  
FAX  
EMAIL

JOB NO:	<u>3525068N</u>		PROPERTY ADDRESS	<u>405 10th St</u>											
BLOCK	<u>3525</u>		LOT/S	<u>68</u>											
BLOCK			LOT/S												
PURPOSE	VAR	CUP	MERGE SUBD	CONDO	EE	DEMO	SEC311 SEC312	PRE APP	DISK ELUST	3 WIRELESS 5	MIN ENCR MAJ	ABC16 ABC5 ABC156	LABELS RPRINT	OTHER	
DELIVERABLES	UNITS	DESCRIPTION													
MAPS	<input type="radio"/>	24" X 36" PLOT	<input checked="" type="radio"/>	17" X 22" PLOT	<input type="radio"/>	11" x 17" PRINT	<input type="radio"/>	OTHER							
LISTS	<input type="radio"/>	OWNERS ONLY	<input checked="" type="radio"/>	OWNERS & TENANTS	<input type="radio"/>	OWNERS & ADJ TENANTS	<input type="radio"/>	RESIDENTIAL TENANTS ONLY							
LBLs	<input type="radio"/>	OWNERS ONLY	<input type="radio"/>	OWNERS & TENANTS	<input type="radio"/>	OWNERS & ADJ TENANTS	<input type="radio"/>	RESIDENTIAL TENANTS ONLY							
	<input checked="" type="radio"/>	AFTI-DAVT	<input type="radio"/>	RTRN LBLs	<input checked="" type="radio"/>	DISK	<input type="radio"/>	OTHER							
DELIVERY	<input checked="" type="radio"/>	MAIL	<input type="radio"/>	MSGNR	<input type="radio"/>	FEDX	<input type="radio"/>	WILL CALL	<input checked="" type="radio"/>	CALL READY	<input type="radio"/>	OTHER			
SHIP TO:															
	SHIP DATE <input type="checkbox"/> <u>PICK UP 12/13</u>														
PAYMENT	<input type="radio"/>	PPD	<input type="radio"/>	COD	<input checked="" type="radio"/>	BILL	<input type="radio"/>	OTHER	<input type="radio"/>	CCARD					
BILL TO:	<u>CASH</u>														
REF / PO#															
	TOTAL AMOUNT DUE <input type="checkbox"/>												<u>200</u>		

INVOICES ARE PAYABLE UPON RECEIPT  
MAKE CHECKS PAYABLE TO RADIUS SERVICES



(85)

RADIUS SERVICES 1221 HARRISON ST #18 SAN FRANCISCO CA 94103 415-391-4775

BLOCK	LOT	OWNER	OADDR	CITY	STATE	ZIP
0001	001	RADIUS SERVICES NO 3525068N	405 10TH ST	ORSCSA	13	1206
0001	002					
0001	003	RADIUS SERVICES	1221 HARRISON ST #18	SAN FRANCISCO	CA	94103
0001	004	ORS CSASZAR	531 BAYSHORE BLVD	SAN FRANCISCO	CA	94124
0001	005					
3519	013	KEVIN OWENS TRS	1354 HARRISON ST	SAN FRANCISCO	CA	94103-4310
3519	013	OCCUPANT	1354A HARRISON ST	SAN FRANCISCO	CA	94103-4310
3519	014	1356 HARRISON LLC	1356 HARRISON ST	SAN FRANCISCO	CA	94103-4310
3519	015	MERCER PRPTYS LLC	PO BOX 1148	MILL VALLEY	CA	94942-1148
3519	015	OCCUPANT	1370 HARRISON ST	SAN FRANCISCO	CA	94103
3519	016	ANITA WOODCOCK	62 DE SILVA ISLAND DR	MILL VALLEY	CA	94941-3037
3519	017	KENNEDY TRS	2930 LAGUNA ST	SAN FRANCISCO	CA	94123-4211
3519	017	OCCUPANT	1394 HARRISON ST	SAN FRANCISCO	CA	94103-4310
3520	087	CHARLES CHUA ETAL	400 36TH AV	SAN FRANCISCO	CA	94121-1612
3520	087	OCCUPANT	380 10TH ST	SAN FRANCISCO	CA	94103-3884
3520	088	CRISTINA MUNOZ CINCO	380 10TH ST #1	SAN FRANCISCO	CA	94103-3885
3520	089	WESLEY HAMM	3280 22ND ST #D	SAN FRANCISCO	CA	94110-3090
3520	089	OCCUPANT	380 10TH ST #2	SAN FRANCISCO	CA	94103-3885
3520	090	ROBERT MOINEAU	380 10TH ST #3	SAN FRANCISCO	CA	94103-3885
3520	091	PETER WAGNER	1664 DOLORES ST	SAN FRANCISCO	CA	94110-4923
3520	091	OCCUPANT	380 10TH ST #4	SAN FRANCISCO	CA	94103-3885
3520	092	DEANNA BROWN	380 10TH ST #5	SAN FRANCISCO	CA	94103-3885
3520	093	CHRISTENA THOMPSON	380 10TH ST #6	SAN FRANCISCO	CA	94103-3885
3520	094	DEREK HENA ETAL	380 10TH ST #7	SAN FRANCISCO	CA	94103-3886
3520	095	AUSTIN YU	380 10TH ST #8	SAN FRANCISCO	CA	94103-3886
3520	096	JONATHAN HUANG	20331 KIRKMONT DR	SARATOGA	CA	95070-3117
3520	096	OCCUPANT	380 10TH ST #9	SAN FRANCISCO	CA	94103-3886
3520	097	JERRY ALDOROTY	380 10TH ST #10	SAN FRANCISCO	CA	94103-3886
3520	098	AMY CHANG	380 10TH ST #11	SAN FRANCISCO	CA	94103-3886
3520	099	RYAN PALUMBO	380 10TH ST #12	SAN FRANCISCO	CA	94103-3887
3520	100	YU-JING LU ETAL	2078 QUEENS LN	SAN MATEO	CA	94402-3931
3520	100	OCCUPANT	380 10TH ST #13	SAN FRANCISCO	CA	94103-3887
3520	101	TRISTON COSSETTE	380 10TH ST #14	SAN FRANCISCO	CA	94103-3887
3520	102	TIMOTHY RYAN	380 10TH ST #15	SAN FRANCISCO	CA	94103-3887
3520	103	BABA BRADLEY TRS	380 10TH ST #16	SAN FRANCISCO	CA	94103-3887
3520	104	WILLIAM TABLER	380 10TH ST #17	SAN FRANCISCO	CA	94103-3888
3520	105	SHIAN SIMMS	380 10TH ST #18	SAN FRANCISCO	CA	94103-3888
3520	106	BRANCA NITZSCHE	380 10TH ST #19	SAN FRANCISCO	CA	94103-3888
3520	107	LAURIE OCHS	380 10TH ST #20	SAN FRANCISCO	CA	94103-3888
3520	108	MICHAEL OBEIRNE	380 10TH ST #21	SAN FRANCISCO	CA	94103-3888
3520	109	GREGORY WICK	380 10TH ST #22	SAN FRANCISCO	CA	94103-3889
3520	110	BRETT KLADNEY	380 10TH ST #23	SAN FRANCISCO	CA	94103-3889
3520	111	DANIEL DRATH	380 10TH ST #24	SAN FRANCISCO	CA	94103-3889
3520	112	WAYNE LEE	380 10TH ST #25	SAN FRANCISCO	CA	94103-3889
3520	113	MOON & PARK	380 10TH ST #26	SAN FRANCISCO	CA	94103-3889
3520	114	BRIAN BILEK TRS	380 10TH ST #27	SAN FRANCISCO	CA	94103-3890
3520	115	JARED & KAREN KOZEL	380 10TH ST #28	SAN FRANCISCO	CA	94103-3890
3520	116	FLEGEL JANUSZ TRS	5030 GEORGIA ST	VALLEJO	CA	94591-8131
3520	116	OCCUPANT	380 10TH ST #29	SAN FRANCISCO	CA	94103-3890
3520	117	ANTONIO BACA	380 10TH ST #30	SAN FRANCISCO	CA	94103-3890
3524	066	RAINTREE REALTY LLC	100 SHORELINE HWY #B395	MILL VALLEY	CA	94941-6608
3524	066	OCCUPANT	450 10TH ST	SAN FRANCISCO	CA	94103-4304
3525	039	WILLIAM LENKER TRS	232 DORE ST	SAN FRANCISCO	CA	94103-4308
3525	039	OCCUPANT	234 DORE ST	SAN FRANCISCO	CA	94103-4308
3525	063	JMH PRPTYS LLC	PO BOX 508	COTATI	CA	94931-0508
3525	063	OCCUPANT	447 10TH ST	SAN FRANCISCO	CA	94103-4303
3525	065	NEW CA LAND CO	2214 GREENWICH ST	SAN FRANCISCO	CA	94123-3419
3525	067	CHRISTINE PAXTON TRS	39 PIER #16 (SWISS LOUIS REST)	SAN FRANCISCO	CA	94133
3525	067	OCCUPANT	413 10TH ST	SAN FRANCISCO	CA	94103-4303
3525	067	OCCUPANT	415 10TH ST	SAN FRANCISCO	CA	94103-4303
3525	068	DONNA KILIAN TRS	44 BAYVIEW AV	LARKSPUR	CA	94939-2007
3525	069	MINDFUL INVSTMTS	3450 3RD ST #1C	SAN FRANCISCO	CA	94124-1444
3525	069	OCCUPANT	1385 HARRISON ST	SAN FRANCISCO	CA	94103-4334
3525	070	MANNIX TRS	1379 HARRISON ST	SAN FRANCISCO	CA	94103-4334
3525	070	OCCUPANT	1377 HARRISON ST	SAN FRANCISCO	CA	94103-4334

3525	072	KENNEDY TRS	2930 LAGUNA ST	SAN FRANCISCO	CA	94123-4211
3525	072	OCCUPANT	1357 HARRISON ST	SAN FRANCISCO	CA	94103
3525	074	ERIC NEPLOKH	500 MASONIC AV	SAN FRANCISCO	CA	94117-1215
3525	074	OCCUPANT	1351 HARRISON ST	SAN FRANCISCO	CA	94103-4334
3525	074	OCCUPANT	1353 HARRISON ST	SAN FRANCISCO	CA	94103-4334
3525	074	OCCUPANT	1355 HARRISON ST	SAN FRANCISCO	CA	94103-4334
3525	074A	SAM HASKINS TRS	PO BOX 591540	SAN FRANCISCO	CA	94159-1540
3525	074A	OCCUPANT	204 DORE ST	SAN FRANCISCO	CA	94103-4340
3525	074A	OCCUPANT	206 DORE ST	SAN FRANCISCO	CA	94103-4340
3525	074A	OCCUPANT	208 DORE ST	SAN FRANCISCO	CA	94103-4340
3525	074A	OCCUPANT	210 DORE ST	SAN FRANCISCO	CA	94103-4340
3525	074A	OCCUPANT	212 DORE ST	SAN FRANCISCO	CA	94103-4340
3525	074A	OCCUPANT	214 DORE ST	SAN FRANCISCO	CA	94103-4340
3525	083	KENNEDY TRS	2930 LAGUNA ST	SAN FRANCISCO	CA	94123-4211
3525	083	OCCUPANT	222 DORE ST	SAN FRANCISCO	CA	94103-4308
3525	084	BENTON TRS	250 DORE ST	SAN FRANCISCO	CA	94103-4308
3525	085	C & B PRPTY LLC	449 10TH ST	SAN FRANCISCO	CA	94103-4303
3525	089	JON COATES	1375 HARRISON ST #1	SAN FRANCISCO	CA	94103-4355
3525	090	GODAR & ROSS	1375 HARRISON ST #2	SAN FRANCISCO	CA	94103-4355
3525	091	DERIK VANBEERS	100 GRAND AV #1515	OAKLAND	CA	94612-3086
3525	091	OCCUPANT	1375 HARRISON ST #3	SAN FRANCISCO	CA	94103-4355
3525	092	DERIK VAN BEERS	100 GRAND AV #1515	OAKLAND	CA	94612-3086
3525	092	OCCUPANT	1375 HARRISON ST #4	SAN FRANCISCO	CA	94103-4355
9999	999	.....	.....	.....	.....	.....



# APPLICATION PACKET FOR Priority Policies General Plan Findings

Planning Department  
1650 Mission Street  
Suite 400  
San Francisco, CA  
94103-9425

T: 415.558.6378  
F: 415.558.6409

**Pursuant to Planning Code Section 101, the General Plan shall be an integrated, internally consistent and compatible statement of policies for San Francisco. The following Priority Policies were established and shall be the basis upon which inconsistencies in the Master Plan are resolved.**

**Planning Department staff are available to advise you in the preparation of this application. Call (415) 558-6377 for further information.**

## WHAT ARE PRIORITY POLICIES GENERAL PLAN FINDINGS?

Proposition M was adopted by the voters on November 4, 1986. It requires that the City shall find that proposed projects and demolitions are, on balance, consistent with eight priority policies set forth in Section 101.1 of the Planning Code. Review of projects against these policies is required for any change of use and for most Planning entitlements.

## WHEN IS CONSISTENCY WITH THE GENERAL PLAN FINDINGS REQUIRED?

Consistency with the Priority of Policies of General Plan is required for changes of use and is usually considered in conjunction with another application being considered by the Planning Department. Development in the City must be reviewed for consistency with the General Plan and the Priority Policies encompass the findings in the General Plan.

## HOW DOES THE PROCESS WORK

There are eight Priority Policies of the General Plan that are listed in Planning Code Section 101.1. The Planning Department, the Planning Commission, the Zoning Administrator, and the Board of Supervisors will consider the project based upon consistency with the Priority Policies of the General Plan. These findings will be incorporated into analysis made by the Planning Department.

## INSTRUCTIONS

Please state how the project is consistent or inconsistent with each policy. Each statement should refer to specific circumstances or conditions applicable to the property. Each policy must have a response. If a given policy does not apply to your project, explain why it does not.

Please review the instructions in this application and ask PIC staff if you have any questions. The attached application includes a set of findings for the Priority Policies, which determine San Francisco General Plan consistency. Please answer all questions fully. Please type or print in ink and attach pages if necessary.

# APPLICATION FOR Priority General Plan Findings

## Priority Policies General Plan Findings

Please state how the project is consistent or inconsistent with each policy. Each statement should refer to specific circumstances or conditions applicable to the property. Each policy must have a response. If a given policy does not apply to your project, explain why it does not.

1. That existing neighborhood-serving retail uses be preserved and enhanced and future opportunities for resident employment in and ownership of such businesses enhanced;

No existing source. ~~it~~ it is an empty lot.

2. That existing housing and neighborhood character be conserved and protected in order to preserve the cultural and economic diversity of our neighborhoods;

proposed use will be consistent with the existing neighborhood character such as existing car wash across the street.

3. That the City's supply of affordable housing be preserved and enhanced;

consistent propose project, will not eliminate or preclude a construction of affordable housing.

4. That commuter traffic not impede Muni transit service or overburden our streets or neighborhood parking;

propose use would be a drop of mail ~~center~~ collection center for vegetable with 2 employees would not create community traffic that would impact Muni.

5. That a diverse economic base be maintained by protecting our industrial and service sectors from displacement due to commercial office development, and that future opportunities for resident employment and ownership in these sectors be enhanced;

propose use not include a commercial office space. propose use is in the public use include 2 people add diverse economical space.



6. That the City achieve the greatest possible preparedness to protect against injury and loss of life in an earthquake;

propose project does not include any new construction facility in house in a semi truck trailer.

7. That landmarks and historic buildings be preserved; and

there are no landmarks or historical buildings on or around the project site also the propose project does not include any new construction

8. That our parks and open space and their access to sunlight and vistas be protected from development.

there are no parks or open spaces near the propose site and project doesn't include any new construction that would cast new shadow.

**EXHIBIT**

**D**

# BUSINESS REGISTRATION CERTIFICATE

FY 2014-15

RENEW BY DATE  
05-31-2015

EXPIRATION DATE  
06-30-2015

BUSINESS ACCOUNT  
0488443

LOCATION ID  
0488443-01-001

TRADE NAME (DBA)  
SMART CYCLE

BUSINESS LOCATION  
405 10TH ST

OWNERSHIP  
SMART CYCLE LLC

TAXPAYER SIGNATURE

CITY AND COUNTY OF SAN FRANCISCO  
OFFICE OF THE TREASURER & TAX COLLECTOR

SMART CYCLE LLC  
531 BAY SHORE BLVD  
SAN FRANCISCO CA, 94124-1511



José Cisneros  
Treasurer



David Augustine  
Tax Collector

POST CLEARLY VISIBLE AT THIS BUSINESS LOCATION

Read reverse side. To update addresses or to close a business, go to [www.sftreasurer.org](http://www.sftreasurer.org) and submit the Account Update form to our office.



APPLICATION NUMBER  
20140114

OSHA APPROVAL REQ'D   
APPROVAL NUMBER

**APPROVED**  
Dept. of Building Insp.

**MAHER ORDINANCE - EXTENDED**  
Disturbance of at least 50 cu. yd. of soil:  
APR 11 2014 Yes  No   
If yes, route to DPH for compliance with Ordinance No. 166-13.  
for 22 submitted for approval from DPH attached TOMC. HUI, S.E.

**APPROVED FOR ISSUANCE** 4/1/14

**APPLICATION FOR BUILDING PERMIT ADDITIONS, ALTERATIONS OR REPAIRS**

**FORM 3**  OTHER AGENCIES REVIEW REQUIRED  
**FORM 8**  OVER-THE-COUNTER ISSUANCE

NUMBER OF PLAN SETS 8

DEPT. OF BUILDING INSPECTION  
CITY AND COUNTY OF SAN FRANCISCO  
DEPARTMENT OF BUILDING INSPECTION

APPLICATION IS HEREBY MADE TO THE DEPARTMENT OF BUILDING INSPECTION OF SAN FRANCISCO FOR PERMISSION TO BUILD IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS SUBMITTED HERewith AND ACCORDING TO THE DESCRIPTION AND FOR THE PURPOSE HEREINAFTER SET FORTH.

DO NOT WRITE ABOVE THIS LINE ▼

DATE FILED 11/14/14 FILING FEE RECEIPT NO. \_\_\_\_\_ BLOCK & LOT 3525 Lot 68

PERMIT NO. 91114 ISSUED 9/1/14 (2A) ESTIMATED COST OF JOB \$1 DATE: 11/14/14

(1) STREET ADDRESS OF JOB 405 10th street

(2B) REVISED COST: \_\_\_\_\_ BY: \_\_\_\_\_

**INFORMATION TO BE FURNISHED BY ALL APPLICANTS**

(4A) TYPE OF CONSTR. <u>None</u>	(5A) NO. OF STORIES OF OCCUPANCY: <u>0</u>	(6A) NO. OF BASEMENTS AND CELLARS: <u>0</u>	(7A) PRESENT USE: <u>Vacant Lot</u>	(8A) OCCUP. CLASS <u>U</u>	(9A) NO. OF DWELLING UNITS: <u>0</u>
(4) TYPE OF CONSTR. <u>None</u>	(5) NO. OF STORIES OF OCCUPANCY: <u>0</u>	(6) NO. OF BASEMENTS AND CELLARS: <u>0</u>	(7) PROPOSED USE (LEGAL USE) <u>Mobile collection center</u>	(8) OCCUP. CLASS <u>U</u>	(9) NO. OF DWELLING UNITS: <u>0</u>
(10) IS AUTO RUNWAY TO BE CONSTRUCTED OR ALTERED? <input type="checkbox"/>	(11) WILL STREET SPACE BE USED DURING CONSTRUCTION? <input checked="" type="checkbox"/>	(12) ELECTRICAL WORK TO BE PERFORMED? <input type="checkbox"/>	(13) PLUMBING WORK TO BE PERFORMED? <input type="checkbox"/>	(13) PLUMBING WORK TO BE PERFORMED? <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
(14) GENERAL CONTRACTOR <u>None</u>	ADDRESS _____	ZIP _____	PHONE _____	CALIF. LIC. NO. _____	EXPIRATION DATE _____
(15) OWNER - LESSEE (CROSS OUT ONE) <u>None</u>	ADDRESS <u>405 10th st</u>	ZIP <u>94104</u>	BTR# <u>945-246-3507</u>	PHONE (FOR CONTACT BY DEPT.) <u>charge to use to allow</u>	

(16) WRITE IN DESCRIPTION OF ALL WORK TO BE PERFORMED UNDER THIS APPLICATION (REFERENCE TO PLANS IS NOT SUFFICIENT)

No construction work performed. This permit is for mobil collection unit to be housed at 405 10th st during business hours only for combined drag off bottles aluminum cans glass bottles and glass to be contained in unit add up an extra 3 feet to be chain link and green screen

**ADDITIONAL INFORMATION**

(17) DOES THIS ALTERATION CREATE ADDITIONAL HEIGHT OR STORY TO BUILDING? <input type="checkbox"/>	(18) IF (17) IS YES, STATE NEW HEIGHT AT CENTER LINE OF FRONT <input type="checkbox"/>	(19) DOES THIS ALTERATION CREATE DECK OR HORIZ. EXTENSION TO BUILDING? <input type="checkbox"/>	(20) IF (19) IS YES, STATE NEW GROUND FLOOR AREA <input type="checkbox"/>	SQ. FT. <input type="checkbox"/>
(21) WILL SIDEWALK OVER SUB-SIDEWALK SPACE BE REPAIRED OR ALTERED? <input type="checkbox"/>	(22) WILL BUILDING EXTEND BEYOND PROPERTY LINE? <input type="checkbox"/>	(23) ANY OTHER EXISTING BLDG. ON LOT? (IF YES, SHOW ON PLOT PLAN) <input type="checkbox"/>	(24) DOES THIS ALTERATION CONSTITUTE A CHANGE OF OCCUPANCY? <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
(25) ARCHITECT OR ENGINEER (DESIGN <input type="checkbox"/> CONSTRUCTION <input type="checkbox"/>	ADDRESS _____	CALIF. CERTIFICATE NO. _____		

(26) CONSTRUCTION LENDER (ENTER NAME AND BRANCH DESIGNATION IF ANY. IF THERE IS NO KNOWN CONSTRUCTION LENDER, ENTER "UNKNOWN")

ADDRESS \_\_\_\_\_

**IMPORTANT NOTICES**

No change shall be made in the character of the occupancy or use without first obtaining a Building Permit authorizing such change. See San Francisco Building Code and San Francisco Housing Code.

No portion of building or structure or scaffolding used during construction is to be closer than 6'0" to any wire containing more than 750 volts. See Sec 385, California Penal Code.

Pursuant to San Francisco Building Code, the building permit shall be posted on the job. The owner is responsible for approved plans and application being kept at building site.

Grade lines as shown on drawings accompanying this application are assumed to be correct. If actual grade lines are not the same as shown, revised drawings showing correct grade lines, cuts and fills, and complete details of retaining walls and wall footings must be submitted to this department for approval.

ANY STIPULATION REQUIRED HEREIN OR BY CODE MAY BE APPEALED.

BUILDING NOT TO BE OCCUPIED UNTIL CERTIFICATE OF FINAL COMPLETION IS POSTED ON THE BUILDING OR PERMIT OF OCCUPANCY GRANTED, WHEN REQUIRED.

APPROVAL OF THIS APPLICATION DOES NOT CONSTITUTE AN APPROVAL FOR THE ELECTRICAL WIRING OR PLUMBING INSTALLATIONS. A SEPARATE PERMIT FOR THE WIRING AND PLUMBING MUST BE OBTAINED. SEPARATE PERMITS ARE REQUIRED IF ANSWER IS "YES" TO ANY OF ABOVE QUESTIONS (10) (11) (12) (13) (22) OR (24).

CHECK APPROPRIATE BOX

OWNER  
 LESSEE  
 CONTRACTOR

ARCHITECT  
 AGENT  
 ENGINEER

THIS IS NOT A BUILDING PERMIT. NO WORK SHALL BE STARTED UNTIL A BUILDING PERMIT IS ISSUED.

In dwellings, all insulating materials must have a clearance of not less than two inches from all electrical wires or equipment.

**APPLICANT'S CERTIFICATION**

I HEREBY CERTIFY AND AGREE THAT IF A PERMIT IS ISSUED FOR THE CONSTRUCTION DESCRIBED IN THIS APPLICATION, ALL THE PROVISIONS OF THE PERMIT AND ALL LAWS AND ORDINANCES THERE TO WILL BE COMPLIED WITH.

**NOTICE TO APPLICANT**

**HOLD HARMLESS CLAUSE.** The permittee(s) by acceptance of the permit, agree(s) to indemnify and hold harmless the City and County of San Francisco from and against any and all claims, demands and actions for damages resulting from operations under this permit, regardless of negligence of the City and County of San Francisco, and to assume the defense of the City and County of San Francisco against all such claims, demands or actions.

In conformity with the provisions of Section 3800 of the Labor Code of the State of California, the applicant shall have worker's compensation coverage under (I) or (II) designated below, or shall indicate item (III), (IV), or (V), whichever is applicable. If however item (V) is checked, item (IV) must be checked as well. Mark the appropriate method of compliance below.


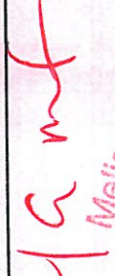
I hereby affirm under penalty of perjury one of the following declarations:

- ( ) I have and will maintain a certificate of consent to self-insure for worker's compensation, as provided by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued.
- ( ) II. I have and will maintain worker's compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued. My worker's compensation insurance carrier and policy number are: \_\_\_\_\_
- ( ) III. The cost of the work to be done is \$100 or less.
- ( ) IV. I certify that in the performance of the work for which this permit is issued, I shall not employ any person in any manner so as to become subject to the worker's compensation laws of California. I further acknowledge that I understand that in the event that I should become subject to the worker's compensation provisions of the Labor Code of California and fail to comply forthwith with the provisions of Section 3800 of the Labor Code, that the permit herein applied for shall be deemed revoked.
- ( ) V. I certify as the owner (or the agent for the owner) that in the performance of the work for which this permit is issued, I will employ a contractor who complies with the worker's compensation laws of California and who, prior to the commencement of any work, will file a completed copy of this form with the Central Permit Bureau.

Signature of Applicant or Agent \_\_\_\_\_ Date 01/10/2014



**CONDITIONS AND STIPULATIONS**

REFER TO:	APPROVED:  Nelson Lau, DBI JAN 15 2014 BUILDING INSPECTOR, DEPT. OF BLDG. INSP.	DATE: _____ REASON: _____
<input checked="" type="checkbox"/>	APPROVED: PROPOSED PROJECT IS A CHANGE OF USE ONLY NO NEW CONSTRUCTION. NEW USE IS A RECYCLING FACILITY WITH ATTACHED PRESENTLY ONLY DURING BUSINESS HOURS. TENANT WOULD ALSO BE A RECYCLING BUSINESS R. Schmitt 2014	NOTIFIED MR. _____ DATE: _____ REASON: _____
<input checked="" type="checkbox"/>	APPROVED:  Melissa Fields JAN 15 2014 "U" only BUREAU OF FIRE PREVENTION & PUBLIC SAFETY	NOTIFIED MR. _____ DATE: _____ REASON: _____
<input type="checkbox"/>	BUREAU OF FIRE PREVENTION & PUBLIC SAFETY	NOTIFIED MR. _____ DATE: _____ REASON: _____
<input type="checkbox"/>	MECHANICAL ENGINEER, DEPT. OF BLDG. INSPECTION	NOTIFIED MR. _____ DATE: _____ REASON: _____
<input type="checkbox"/>	CIVIL ENGINEER, DEPT. OF BLDG. INSPECTION	NOTIFIED MR. _____ DATE: _____ REASON: _____
<input type="checkbox"/>	BUREAU OF ENGINEERING	NOTIFIED MR. _____ DATE: _____ REASON: _____
<input type="checkbox"/>	DEPARTMENT OF PUBLIC HEALTH	NOTIFIED MR. _____ DATE: _____ REASON: _____
<input type="checkbox"/>	REDEVELOPMENT AGENCY	NOTIFIED MR. _____ DATE: _____ REASON: _____
<input type="checkbox"/>	HOUSING INSPECTION DIVISION	NOTIFIED MR. _____ DATE: _____ REASON: _____

HOLD SECTION - NOTE DATES AND NAMES OF ALL PERSONS NOTIFIED DURING PROCESSING

I agree to comply with all conditions or stipulations of the various bureaus or departments noted on this application, and attached statements of conditions or stipulations, which are hereby made a part of this application.

Number of attachments

OWNER'S AUTHORIZED AGENT \_\_\_\_\_





# DEPARTMENT OF BUILDING INSPECTION

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

Date: 06/13/14 14:15:52

## Permit details report

**Application Number:** 201401146245

**Form Number:** 8 **Application** no construction work to be carried out; this permit is for a mobil collector unit to housed at 405 10th  
**Description:** Street during business for community to drop off bottles, aluminium cans, glass bottles and plastic containers.

**Address:** 3525/068/0 405 V 10TH ST

**Cost:** \$1

**Occupancy code:** U

**Building Use:** 86 -PRKNG  
GARAGE/PRIVATE

### Disposition/Stage:

Action Date	Stage	Comments
14-JAN-2014	TRIAGE	
14-JAN-2014	FILING	
14-JAN-2014	FILED	
01-APR-2014	APPROVED	
01-APR-2014	ISSUED	
09-JUN-2014	SUSPEND	per CPC letter dated 06/05/14, please contact Scott Sanchez, Joe Duffy.

### Contact Details:

#### Contractor Details

**License No. :** OWN  
**Name:** OWNER OWNER  
**Company name:** OWNER  
**Address:** OWNER OWNER CA 00000-0000

**Phone:**

### Addenda Details:

#### Description:

Step #	Station	Arrive Date	Start Date	In Hold	Out Hold	Finish Date	Plan Checked by	Hold Description
1	BLDG	15-JAN-2014	15-JAN-2014			15-JAN-2014	LAU (NELSON) CHI	approved Otc
2	CP-ZOC	14-JAN-2014	14-JAN-2014			14-JAN-2014		APPROVEDY BY R. SCHUETT
3	SFFD	15-JAN-2014	15-JAN-2014			15-JAN-2014	FIELDS MELISSA	
4	CPB	01-APR-2014	01-APR-2014			01-APR-2014	YU ZHANG REN	



# SAN FRANCISCO PLANNING DEPARTMENT

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## Suspension Request

June 5, 2014

Mr. Tom Hui, CBO  
Director, Department of Building Inspection  
1660 Mission Street  
San Francisco, CA 94103

**Building Application No.:** 2014.01.14.6245  
**Property Address:** 405 10<sup>th</sup> Street  
**Block and Lot** 3525/068  
**Zoning District:** SALI/40/55-X  
**Staff Contact:** Corey Teague - (415) 575-9081  
[corey.teague@sfgov.org](mailto:corey.teague@sfgov.org)

1650 Mission St  
Suite 400  
San Francisco,  
CA 94103-2479

Reception:  
**415.558.6378**

Fax:  
**415.558.6409**

Planning  
Information:  
**415.558.6377**

Dear Mr. Hui,

This letter is to request that the Department of Building Inspection (DBI) suspend **Building Permit Application Number 2014.01.14.6245** (no construction work to be carried out; this permit is for a mobile collector unit to be housed at 405 10th Street during business for community to drop off bottles, aluminum cans, glass bottles and plastic containers.) for the property at 405 10<sup>th</sup> Street. The subject permit application was approved over-the-counter by the Planning Department on January 14, 2014. The permit was subsequently issued on April 1, 2014.

However, the permit creates a new land use (Public Use – Community Recycling Collection Center) per Planning Code Section 890.80(A). As such, neighborhood notification should have been conducted pursuant to Planning Code Section 312. Therefore, the Planning Department is requesting suspension of **Building Permit Application Number 2014.01.14.6245** so that the required neighborhood notification may be conducted.

**APPEAL:** Any aggrieved person may appeal this letter to the Board of Appeals within fifteen (15) days after the date of the issuance of this letter. For further information, please contact the Board of Appeals in person at 1650 Mission Street, Room 304, or call 575-6880.

Sincerely,

Scott F. Sanchez  
Zoning Administrator

2



Edwin M. Lee, Mayor  
Tom C. Hui, S.E., C.B.O., Director

# ELECTRICAL PERMIT

PERMIT# **E201404249131**

Permit Issued date: **04/24/2014 12:37:30 PM**

E201404249131

405 10TH ST

TEJANO ELECTRIC

Floor/Suite:

Permit Issued By: MPANGELI  
CUSTOMER COPY

Printed on: 04/24/2014 12:37:56 PM

Job Address 405V 10TH ST	Block/Lot/Structure Num 3525/068/0	Unit	District 15
Occupancy Commercial	Floor/Suite	Valuation	\$0 00

Owner Name DONNA M KILIAN 2010 REVOC TR	Phone	Phone2	Homeowner permit approved by
--	-------	--------	------------------------------

Contractor Company Name TEJANO ELECTRIC	License 954081	Class C10	License Exp Date 30-NOV-14	Business Lic# 475269
Address 2708 SOUTH KING ROAD	City SAN JOSE	State CA	Zip Code 95122-0000	Office Phone# (408)449-3782
				Mobile Phone# (408)449-3782

Applicant/Occupant Name	Phone ( ) -
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EID Use Only	Building Appln No 201401146245	Plumbing permit No.
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**APPLICANT'S DESCRIPTION OF WORK:**  
RECYCLING CENTER - 20 LIGHTS, 4 SWITCHES, 10 RECEPTACLES, MICROWAVE

**INSPECTOR'S COMMENT:**

Fees							
Fee Type	Date Paid	Receipt	Amount	Fee Type	Date Paid	Receipt	Amount
TECH_SRCH	24-APR-14	206654	\$9.60	NON_RES_OUTL	24-APR-14	206654	\$480.00
Surcharge	\$0.00	Total Fees	\$489.60	Total Paid	\$489.60	Balance due	\$0.00

Inspection Activity Description				
Activity Date	Inspector	Code	Activity Code Description	Inspection Record



JUL 10 2014

RE: Appeal 14-119 for subject property at 405 10<sup>th</sup> street (original application # 201401146245)

**Please DO NOT ALLOW a use permit for this business at such a Dangerous Corner.**

Safety is the SFMTA's top priority and the agency is committed to safeguarding the lives of people as they walk, bicycle, take transit and drive throughout the city.

Earlier this year the SFMTA joined a unanimous vote of the San Francisco Board of Supervisors in adopting "Vision Zero": a plan to eliminate all traffic deaths in San Francisco.

**The main objective of Vision Zero**

**"Saving Human Life is the Highest Priority"**

**"The consequence of individual mistakes should not be death or serious injury – the system should be designed to anticipate and reduce the consequences of human error"**

However this corner Already Leaves No Room for Error as it is. We have the opportunity to make sure death or serious injury doesn't occur and We Can Make A Difference by not making things Worse. Many Police have already stated this will be a "Nightmare at this corner."

**It seems Extremely Counterproductive to Vision Zero and Dangerous to allow such a business to open at one of the most dangerous intersections in San Francisco.**

(page 1 of 2 plus 2 exhibits)

This will not only affect this corner, however will also affect the major thoroughfares for vehicles along 7<sup>th</sup>, 8<sup>th</sup>, 9<sup>th</sup>, 10<sup>th</sup>, 11<sup>th</sup>, Harrison, Folsom, Howard, and Mission as the proposed customers try to force their way with over-sized carts and bags down Increasingly Busy and Narrow Sidewalks already full of Pedestrians, Wheelchair users, and Strollers.

The Southern Police Station is already as city officials state "Overwhelmed Currently" and will be unable to handle all of the increased needs and services related to opening such a facility at the proposed location. The Police are very concerned with such a location siting the facility at this dangerous intersection will impact the health and safety of pedestrians, wheelchair users, cyclists, and motorists.

Please HELP the San Francisco Department of Health, the SFMTA, the San Francisco Police Department, the unanimous Board of Supervisors look out for the Health and Safety of Pedestrians, Wheelchair Users, Cyclists, Motorists through Vision Zero.

**Please DO NOT ALLOW a use permit for this business at such a Dangerous Corner.**

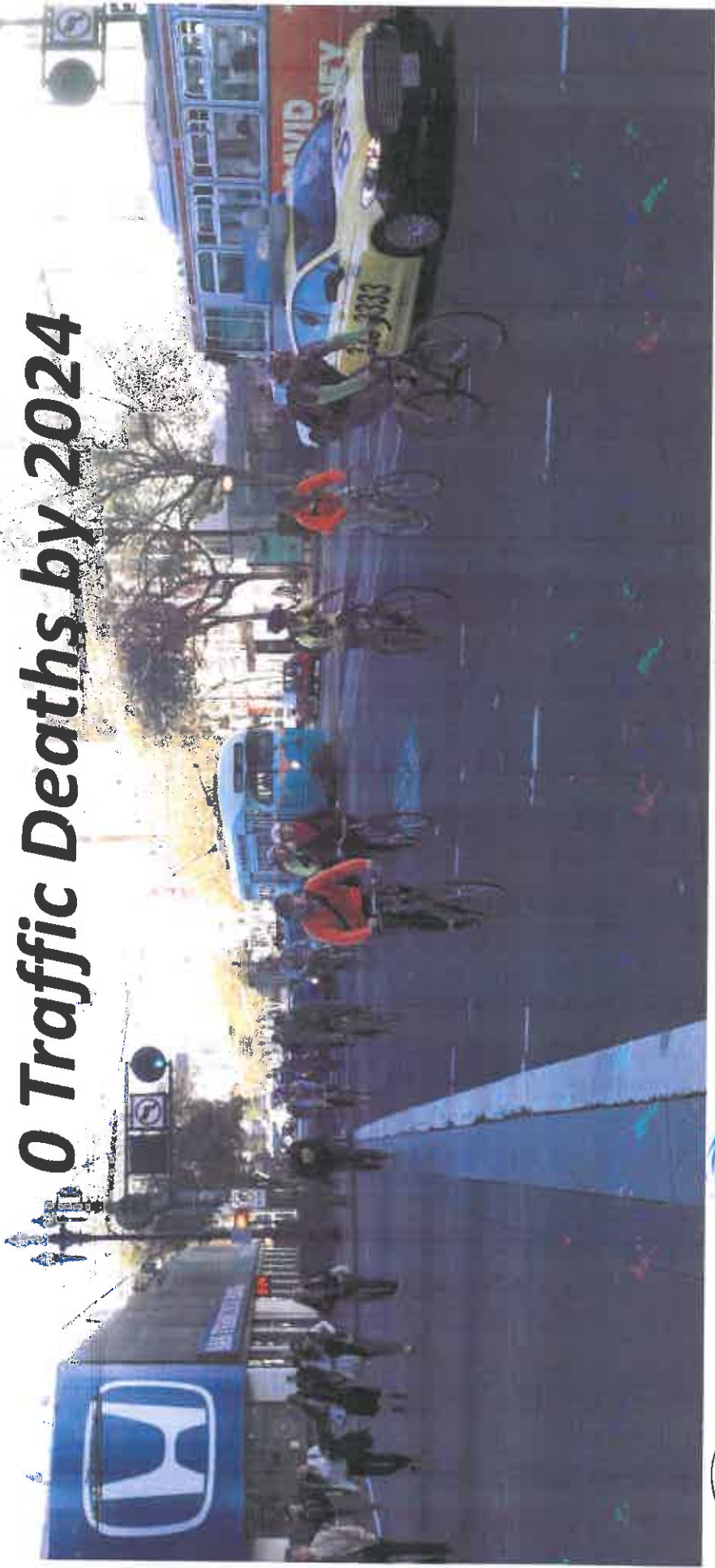
Plus Vision Zero Exhibits

# Vision Zero San Francisco

## City Steering Committee Update

April 10, 2014

# 0 Traffic Deaths by 2024



## **Saving Human Life is the Highest Priority**

- **A safe system that forgives**
  - In every situation the person might fail – the road system should not.
  - The consequence of individual mistakes should not be death or serious injury – the system should be designed to anticipate and reduce the consequences of human error.





JUL 10 2014

**BRIEF ASKING THE APPEALS BOARD TO REJECT APPEAL #14-119 BY # 14-119  
“OUR PLANET RECYCLING” AND REQUIRE THEM TO FOLLOW THE  
PROPER BUILDING AND USE PERMIT PROCEDURES AND TO REQUIRE  
NEIGHBORHOOD NOTIFICATION AT 405 10<sup>TH</sup> STREET**

**PERMIT ISSUES AND CODE VIOLATIONS BY “OUR PLANET RECYCLING”**

**(OPR)**

- OPR falsified their use permit application #201401146245
- Application clearly stated NO CONSTRUCTION
- First day on site performed illegal construction work
- OPR received first notice of violation immediately
- Installation of the five illegal light poles created an easy access onto my neighbors roof and my property, a security problem that had been recently remedied by the removal of the old billboard structure on the 405 property approximately one year ago. This issue could have been so easily avoided if OPR had filed for a proper permit, or had the good ‘new neighbor’ courtesy to introduce himself and inform us of what his design intentions were. There are very simple alternate locations for those light poles that would not provide such easy access to the neighbors roof, and would add no expense to his project.
- OPR Continued to perform construction work without a valid building permit
- OPR painted red lines and red hash marks over entire city sidewalk in violation of city ordinance, claiming exclusive rights to the sidewalk frontage on Harrison Street. (corrected/painted over only due to complaints by neighbor, yet brand new

sidewalk remains defaced)

- The OPR owner introduced himself to both the garage foreman of ALL PRO MECHANICS and the manager of the adjacent commercial business whose driveway abuts the 405 Harrison driveway with the following question: “Do you want to be friends or enemies? Never block my driveway.” I find this approach particular offensive because OPR claims they will have no auto drop off, a policy they cannot possibly enforce. Their clients cars will be forced to use or temporarily block all four commercial and residential driveways between Dore Alley and Tenth Street. **There is no possibility for either a green or yellow zone** on the Harrison Street frontage due to a driveway and fire hydrant red zone on Harrison. Because of the tow away zone on Tenth Street, yellow or green zones are not allowed. **THIS WILL CREATE A SERIOUS SAFETY ISSUE AND BE AN INCREDIBLE INCONVIENCE TO ALL THE NEARBY NEIGHBORS.**
- I met with Joe Duffy of DBI after the first NOV was filed. I sat across from Joe’s desk as he spoke with Ors/OPR owner on the phone. Joe told the owner he needed to take out a new permit with engineered plans for the electrical light poles. Joe explained why this was required by DBI.
- OPR received a **SECOND NOV FOR CONTINUING TO PERFORM CONSTRUCTION WORK WITHOUT A VALID PERMIT**
- **OPR ignored both Joe Duffy’s advice and the 30 day requirement to correct both NOVs. NO EFFORT HAS BEEN MADE TO DATE TO CORRECT THESE TWO NOVs.**

- The permit violations have been sent to code enforcement. A hearing has been scheduled for July 22.
- This site has an **existing electrical service**, yet this “environmentalist recycler” brought a huge, polluting diesel generator to avoid complying with the most basic life and personal safety requirements of the building and electrical codes or following the proper permit process guidelines. (See two attached photos of site)
- **This owner has demonstrated nothing but disregard for the building codes of San Francisco and for the safety of his neighbors or pedestrians.**

### Location and Pedestrian Safety Issues

- The buyback center claims this will be exclusively a walk in center with no car drop off. There is no possible way they can enforce or back up that policy on an ongoing basis, or prevent cars from dropping off cans and bottles.
- **There is absolutely no possibility for a green or yellow zone on either the 10th Street frontage due to the tow away zone, or the Harrison Street frontage which consists of a single driveway and a fire hydrant red zone.**
- If a car does pull into the lot to unload, it is almost impossible to back out without blocking multiple lanes of traffic on Harrison Street. A full-size car or pick up truck will require someone on foot blocking two lanes of traffic in order to back out onto Harrison Street. Having lived and operated my business out of this location since 1987, I can assure you this will result in the increase of accidents by angry or frustrated drivers who typically react to stoppages on

Harrison Street by speeding around the corner. (See attached photos of intersection)

- The only other option for car drop off will be to use the neighboring business driveways which will create an illegal and impossible burden on the businesses and homes adjacent to this proposed project.
- The traffic layout of the intersection of 10th and Harrison Streets creates two southbound left turn lanes at the intersection for left turns onto 10th Street. Northbound traffic on Harrison Street has only a single mandatory right turn only lane onto 10th St.
- **This creates a traffic dynamic unique to this intersection.**

**Many drivers in the far left lane traveling southbound on Harrison must then cross three lanes of traffic to reach the Costco parking lot entrance on 10th Street.**

**Drivers heading north on Harrison in the right turn only lane, must then cross three lanes of traffic to gain access to the northbound entrance of 101 off Bryant street.**

If buyback center customers/autos/trucks double park in the left turn lane at the intersection of 10th and Harrison during rush hour, this increases the potential for serious pedestrian accidents because pedestrians will be forced into the street due to sidewalk blockages by OPR customers.

I cannot tell you how many times in the past 27 years I have witnessed angry drivers because someone had the audacity to double park while dropping off parts to the garages on either side of my building, or if someone on my crew had to drop something off at my shop after work. After leaning on the horn, the typical reaction I have too often observed,



was for the angry driver to accelerate as fast as possible around the corner and then race down 10th Street to make the light or the left-hand turn onto Bryant and 101. This behavior was not limited to rush hour traffic only.

I have plotted or measured over 30 sidewalk impingements within two blocks of this intersection. The **San Francisco Better Streets Plan recommends a minimum of six (6) feet sidewalk width, WITH AN ADA REQUIREMENT OF A MINIMUM OF 48 INCHES.** All 30+ nearby sidewalk impingements narrow sidewalks to anywhere from 5'8" to less than two (2) feet wide. **In addition, 90% of those impingements are due to life safety, or pedestrian safety installations like fire hydrants, street lights, traffic signals boxes, etc.**

A single shopping cart at the Harrison and Tenth corner reduces the 5'2" clearance for pedestrians to slightly more than 2 feet. The sidewalk can be completely blocked by any cart that sprouts collections bags on the sides. **This makes it impossible for anyone in a wheel chair, a mother with a baby carriage, or a nearby resident wheeling home groceries, to pass on the sidewalk.** This will force pedestrians into the street, making this intersection even more dangerous than it already is.

**And where does the liability fall for a pedestrian or person injured on this corner?**

Our Planet Recycling is a for-profit LLC. **The owner has been quoted in the Chronicle as dismissing these life safety concerns of ours by saying, "All intersections are dangerous."** As of this hearing, the owner or representatives of OPR have failed to address a single safety concern brought up at the recent neighborhood meeting arranged by supervise Jane Kim and attended by over 70 of my concerned neighbors . In the event

of a serious accident, as a limited liability corporation (LLC), Our Planet Recycling (OPR) can simply walk away or go out of business and reform under a different name, leaving the City and the taxpayers of San Francisco liable for the very claims created by their business.

**Various reports estimate up to 2000 cars an hour use 10th Street corridor as an on-ramp for 101 North and South.** Even taking a lower end estimate of approximately 20,000 cars a day, that extrapolates to over **7,000,000 cars a year passing through that intersection.**

This is a city wide problem, but a buy back business like this needs to be located in a non residential, industrial area, not on a heavily trafficked and already dangerous intersection

**I ask this commission to REJECT THIS APPEAL and require OUR PLANET RECYCLING to go through the proper building permit procedures and neighborhood notification.**

Jim Mannix

1279 Harrison Street

San Francisco, CA 94103

Building owner since 1987

Retired owner of **San Francisco Restorations, inc.**

415-706-4157

writemannix@comcast.net









