DOCUMENTS SUBMITTED FOR THE HEARING ON MAY 17, 2023

BOARD OF APPEALS, CITY & COUNTY OF SAN FRANCISCO

Appeal of
JAMES LIPSET,)
Appellant(s))
)
vs.)
)
DEPARTMENT OF BUILDING INSPECTION,)
PLANNING DEPARTMENT APPROVAL Respondent

Appeal No. **23-015**

NOTICE OF APPEAL

NOTICE IS HEREBY GIVEN THAT on March 30, 2023, 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 March 15, 2023 to Jaime Weinstein, of an Alteration Permit (Remove existing, non-complying fire escape) at 2507 Pacific Avenue.

APPLICATION NO. 2023/0314/3618

FOR HEARING ON May 17, 2023

Address of Appellant(s):	Address of Other Parties:
James Lipset, Appellant(s) c/o Scott Freedman, Attorney for Appellant(s) Zacks & Freedman, PC 235 Montgomery Street, Suite 400 San Francisco, CA 94104	Jaime Weinstein, Rory Weinstein, Permit Holder(s) c/o Stephen M. Williams, Attorney for Permit Holder(s) The Law Office of Stephen M. Williams 1934 Divisadero Street San Francisco, CA 94115

Date Filed: March 30, 2023

CITY & COUNTY OF SAN FRANCISCO
BOARD OF APPEALS

PRELIMINARY STATEMENT FOR APPEAL NO. 22-015

I / We, **James Lipset**, hereby appeal the following departmental action: **ISSUANCE** of **Alteration Permit No. 2023/0314/3618** by the **Department of Building Inspection** which was issued or became effective on: **March 15, 2023**, to: **Jaime Weinstein and Rory Weinstein,** for the property located at: **2507 Pacific Avenue**.

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: 4:30 p.m. on **April 27, 2023**, **(no later than three Thursdays prior to the hearing date)**. The brief may be up to 12 pages in length with unlimited exhibits. It shall be double-spaced with a minimum 12-point font. An electronic copy shall be emailed to: boardofappeals@sfgov.org, julie.rosenberg@sfgov.org, tina.tam@sfgov.org, corey.teague@sfgov.org and smw@stevewilliamslaw.com.

Respondent's and Other Parties' Briefs are due on or before: 4:30 p.m. on **May 11, 2023**, **(no later than one Thursday prior to hearing date)**. The brief may be up to 12 pages in length with unlimited exhibits. It shall be doubled-spaced with a minimum 12-point font. An electronic copy shall be emailed to: boardofappeals@sfgov.org, julie.rosenberg@sfgov.org, tina.tam@sfgov.org, corey.teague@sfgov.org and scott@zfplaw.com.

Hard copies of the briefs do NOT need to be submitted to the Board Office or to the other parties.

Hearing Date: **Wednesday, May 17, 2023, 5:00 p.m., Room 416 San Francisco City Hall, 1 Dr. Carlton B. Goodlett Place.** The parties may also attend remotely via Zoom. Information for access to the hearing will be provided before the hearing date.

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 changes to the briefing schedule.

In order to have their documents sent to the Board members prior to hearing, **members of the public** should email all documents of support/opposition no later than one Thursday prior to hearing date by 4:30 p.m. to boardofappeals@sfgov.org. 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 on the Board's website at www.sfgov.org/boa. You may also request a hard copy of the hearing materials that are provided to Board members at a cost of 10 cents per page, per S.F. Admin. Code Ch. 67.28.

The reasons for this appeal are as follows: See attached statement.

Scott Freedman, Attorney for Appellant, filed the appeal by email.

To Whom It May Concern:

This letter shall serve as statement in support of the notice of appeal on behalf of the owners of 2509 Pacific Avenue in San Francisco, regarding permit application # 202303143618 that appears to have been issued for 2507 Pacific Avenue on March 15, 2023. The grounds for the appeal are as follows. First, no notice of the permit application was provided to the owners of 2509 Pacific Avenue, and the fire escape that is the subject of the permit application is affixed to the 2509 Pacific Avenue property. No plans have been provided by the project sponsor to the owners of 2509 Pacific Ave. Second, the fire escape that is the subject of the permit application was previously permitted by the City in a permit application approved in the mid-1960s. We believe the permit application number was 307606. The fire escape has remained in that location since that time. Third, the owners of 2509 Pacific Avenue do not consent to removal of the fire escape, which provides a necessary means of egress for them in the event of a fire. The project sponsor has been repeatedly made aware that the owners of 2509 Pacific do not consent to removal of the fire escape. Fourth, the owners have a legal right to maintain the fire escape in its present location, as it has been located there in an open and notorious manner, continuously, in a manner hostile to the owners of the 2507 Pacific Avenue property, for several decades. A prescriptive easement has therefore been obtained, entitling it to stay in its present location. Fifth, the fire escape has been depicted on more recently approved plans for construction at the 2509 Pacific Avenue property. We believe that was at least in permit application 20180516927, possibly others or different ones. No objection or requirement to correct, remove or modify the fire escape was ever issued. There are likely additional reasons, but given the lack of notice from the project sponsor, we do not have time to investigate and present additional ones at this time.

- Scott A. Freedman, Attorney for Appellants

Permit Details Report

Report Date: 3/30/2023 3:20:44 PM

Application Number: 202303143618
Form Number: 8
Address(es): 0586 / 017 / 0 2507 PACIFIC AV
Description: REMOVE EXISTING NON-COMPLYING FIRE ESCAPE.
Cost: $5,000.00
Occupancy Code: R-3
Building Use: 27 - 1 FAMILY DWELLING

Disposition / Stage:

Action Date	Stage	Comments
3/14/2023	TRIAGE	
3/14/2023	FILING	
3/14/2023	FILED	
3/15/2023	APPROVED	
3/15/2023	ISSUED	

Contact Details:

Contractor Details:

License Number: 766215
Name: JOSEPH P TOBONI
Company Name: THE TOBINI GROUP
Address: 3364 SACRAMENTO ST * SAN FRANCISCO CA 94118-0000
Phone: 4158280717

Addenda Details:

Description:

Step	Station	Arrive	Start	In Hold	Out Hold	Finish	Checked By	Hold Description
1	INTAKE	3/14/23	3/14/23			3/14/23	LEE ERIC	
2	CP-ZOC	3/14/23	3/14/23			3/14/23	BALBA RYAN	Approved: removal of existing fire escapes at the side of the single family home. Ryan.Balba@sfgov.org 3/14/23
3	BLDG	3/14/23	3/14/23			3/14/23	MCELROY CAREY	approved otc
4	SFFD	3/14/23	3/14/23			3/14/23	MARSULLO EDWIN	N/A, plans to client, routed to CPB.
5	CPB	3/15/23	3/15/23			3/15/23	MOK CALVIN	

This permit has been issued. For information pertaining to this permit, please call 628-652-3450.

Appointments:

Appointment Date	Appointment AM/PM	Appointment Code	Appointment Type	Description	Time Slots

Inspections:

Activity Date	Inspector	Inspection Description	Inspection Status

Special Inspections:

Addenda No.	Completed Date	Inspected By	Inspection Code	Description	Remarks

For information, or to schedule an inspection, call 628-652-3400 between 8:30 am and 3:00 pm.

Station Code Descriptions and Phone Numbers

Online Permit and Complaint Tracking home page.

Technical Support for Online Services

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

BRIEF SUBMITTED BY THE APPELLANT(S)

SCOTT A. FREEDMAN (SBN 240872)
LAURA F. STRAZZO (SBN 312593)
ZACKS & FREEDMAN, PC
601 Montgomery Street, Suite 400
San Francisco, CA 94111
Tel: (415) 956-8100
Fax: (415) 288-9755

Attorneys for Appellant,
James Lipset

SAN FRANCISCO BOARD OF APPEALS

JAMES LIPSET

Appellant,

vs.

CITY AND COUNTY OF SAN FRANCISCO DEPARTMENT OF BUILDING INSPECTION,

Respondent.

JAIME AND RORY WEINSTEIN

Permit Holders.

Appeal No.: 23-015

APPELLANT'S BRIEF

Permit Nos.: BPA 202303143618
Subject Address: 2507 Pacific Avenue
Hearing Date: May 17, 2023

ZACKS & FREEDMAN, PC
601 MONTGOMERY STREET, SUITE 400
SAN FRANCISCO, CALIFORNIA 94111

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SAN FRANCISCO, CALIFORNIA 94111

I. INTRODUCTION

This appeal concerns Building Permit Application 202303143618 (the Permit") for 2507 Pacific Avenue (the "Property"). Our office represents Appellant James Lipset, who owns the immediately adjacent property to the west, 2509 Pacific Avenue ("Appellant's Property"). Appellant filed this appeal because the Permit Holders failed to get Appellant's approval to remove the shared fire escape, which is connected to Appellant's Property. The fire escape was installed via Building Permit Application Number 307606 in 1964 to provide additional life and safety egress to both properties. This additional egress is crucial to Appellant who lives with small children and an older adult.

Permit Holders knew that Appellant would not approve of the removal of the fire escape and so went behind his back to submit an application that insufficiently discloses that the fire escape crosses the property line and is affixed to Appellant's Property. Furthermore, the application suggests that the fire escape fails to comply with current code, which is incorrect. For these reasons, and those outlined below, Appellant requests that the Board of Appeals grant the appeal and require that any permits issued to remove the shared fired escape be submitted jointly by both property owners.

The Property (left) and 2509 Pacific (Right)

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601 MONTGOMERY STREET, SUITE 400
SAN FRANCISCO, CALIFORNIA 94111

II. FACTUAL BACKGROUND

The Property and Appellant's Property are single family homes that share an approximately six-foot-wide breezeway that runs from Pacific Avenue to the properties' rear yards. The property line runs down the middle of the breezeway and both owners have historically shared access to it. In 1964, a permit was issued to build a new fire escape drop ladder. (Declaration of Laura Strazzo "Strazzo Decl.," **Exhibit A**.) The fire escape was installed across the property line and is attached to both properties. (Strazzo Decl., **Exhibit B**.) A certificate of final completion was issued. The fire escape has remained in the same location for almost 60 years, providing additional egress to Appellant's Property.

Photos of Fire Escape[1]

In the 1990s, this fire escape provided a crucial means of egress after a fire broke out in the kitchen of Appellant's Property. The occupant inside was able to safely escape by using the fire escape and drop ladder. Appellant currently lives in the home with his wife, small children, an au pair, and an older adult. It is extremely important to the family that the existing life and

[1] Additional Photos are Attached as Exhibit B.

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safety features be maintained to ensure their vulnerable family members will be able to safely escape in the case of an emergency. (Declaration of James Lipset, ¶¶ 3-4.)

In February 2023, Permit Holders complained to the Building Department concerning the fire escape. DBI investigated the complaint and determined, "[i]t appears the subject fire escape had been installed under PA #307606 and a CFC had been issued on 1/15/65. It had also been documented in the approved plans under PA #201805169267." (Strazzo Decl., **Exhibit C**.) DBI then closed the complaint. Permit Holders had the fire escape inspected on April 6, 2023, which confirmed that it is operational and complies with code. (Strazzo Decl., **Exhibit D**.)

However, knowing that the fire escape at issue was properly permitted and providing egress to Appellant's Property, Permit Holders, nonetheless and without obtaining Appellant's consent, unilaterally applied for the Permit to remove the shared fire escape. (Strazzo Decl., **Exhibits E, F**.) Permit Holders failed to notify Appellant of the Permit. It is unclear how Permit Holders obtained a permit over the counter concerning Appellant's Property without Appellant's consent or knowledge. It is also unclear how Permit Holders intend to remove a fire escape attached to and on Appellant's Property.

Meanwhile, Permit Holders' true motivation for removing the fire escape is because they intend to install a six-foot tall fence along the property line and through the breezeway between the properties. In December 2022, Permit Holders applied for a permit to install the fence along the property line. The plans submitted with the permit application did not show the fire escape. (Strazzo Decl., **Exhibit G**.) Permit Holder's proposed fence will interfere with the drop ladder on the fire escape. (Lipset Decl., ¶ 5.) As the photo below demonstrates, the drop ladder extends down the middle of the breezeway on the property line.

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Based on information from the SF Fire Department, Appellant believes that Permit Holder's fence can only be installed if the fire escape is removed. Appellant unequivocally told Permit Holders that he would not consent to the removal of the fire escape. Knowing Appellant wouldn't agree, Permit Holders then sought to unilaterally, and underhandedly, remove the fire escape to build their desired fence.

III. LEGAL ARGUMENTS

A. Permit Holders Cannot Complete Work Across the Property Line on Appellants' Property, Without Appellants' Approval, Because Work on Two Properties Requires Two Permits for Two Addresses

There is no dispute that the shared fire escape straddles the property line and is attached to both properties. (Strazzo Decl., **Exhibits B, F**.) The fire escape can only be properly removed by detaching it from both properties and with the consent of both parties. DBI normally requires two permits – one for each address – for work that crosses property lines.

Appellant believes that Permit Holders may have not completely disclosed the current condition of the fire escape in obtaining the Permit. The San Francisco Board of Supervisors recently enacted Ordinance No. 220878, which amends San Francisco Building Code Section 103A(a)(1) to provide that it is a violation for an owner to "provide[] false information on permit

applications or plans . . . .” and that such an owner could be liable for a civil penalty of up to $1,000 a day. (*Id.*) The day this brief was due, Permit Holders provided the plan set to Appellant. Although the fire escape is shown to cross the property line, the permit application does not disclose that the fire escape is affixed to Appellant’s Property.

It seems odd for the Building Department to issue the Permit if it had known about the shared nature of the fire escape, especially that it would require work on Appellant’s Property. Even after Appellant filed this appeal, Permit Holders have taken no action to try and address Appellant’s concerns. Permit Holders should not be rewarded by their efforts to deceive the City at the expense of Appellant. Therefore, the Board of Appeals should impose conditions on the Permit so that the fire escape can only be removed with consent from both property owners.

B. The Fire Escape is Properly Permitted and is a Life Safety Feature of Appellant’s Property

The Permit’s description states that it is to “remove existing non-complying fire escape.” (Strazzo Decl., **Exhibit E**.) However, as DBI confirmed, the fire escape was properly installed with a permit in 1964 to provide additional egress to both properties. (Strazzo Decl., **Exhibit C**.) It has provided such egress for almost 60 years and provides additional life and safety benefits to Appellant’s Property and family. Permit Holders even had the fire escape inspected recently and it was confirmed that it is operational and complies with code requirements. (Strazzo Decl., **Exhibit D**.)

Furthermore, Permit Holders were aware that Appellant wished to keep the fire escape and that he did not consent to have it removed. Appellant has young children and wishes to keep the additional egress in case of an emergency. Nonetheless, Permit Holders attempted to secretly obtain the Permit, and then misrepresented on the permit application that it was somehow “non-complying”. Given that the fire escape is permitted, code-complying, and provides egress to

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Appellant's Property, the Board of Appeals should not allow Permit Holders to retain a Permit to remove it without Appellant's consent.

C. Appellant Has Likely Obtained a Prescriptive Easement Entitling Him to Property Rights Over the Entire Fire Escape

Appellant could likely establish that he has a prescriptive easement over the fire escape. The elements for a prescriptive easement are that (1) the easement was used continuously for a period of five years; (2) it was possessed in a manner that was open, notorious, and clearly visible to the owner of the burden land; and (3) and was hostile and adverse to the owner. (Miller & Starr, 6 Cal. Real Est. § 15:29 (4th ed.).)

Appellant has met the standard for a prescriptive easement. The fire escape has been maintained in its present location for almost 60 years. It has been used throughout that time as a means of egress for Appellant's Property. Appellant used the fire escape in a manner that was open, notorious, and clearly visible to the Property during this time, including during a fire in the 1990s. Therefore, should Permit Holders claim that they have a right to remove the fire escape unilaterally, the Permit should be suspended until a court can rule on Appellant's easement claim.

IV. CONCLUSION

Appellant respectfully requests that the Board of Appeals impose conditions on the Permit so that no work can be performed to remove the fire escape without Appellant's consent.

April 27, 2023

Respectfully submitted,
ZACKS & FREEDMAN, PC

Laura Strazzo

Laura F. Strazzo
Scott A. Freedman
Attorneys for Appellant

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Attorneys for Appellant,
James Lipset

SAN FRANCISCO BOARD OF APPEALS

JAMES LIPSET

Appellant,

vs.

CITY AND COUNTY OF SAN FRANCISCO DEPARTMENT OF BUILDING INSPECTION,

Respondent.

JAIME AND RORY WEINSTEIN

Permit Holders.

Appeal No.: 23-015

DECLARATION OF LAURA STRAZZO IN SUPPORT OF APPELLANT'S BRIEF

Permit Nos.: BPA 202303143618
Subject Address: 2507 Pacific Avenue
Hearing Date: May 17, 2023

ZACKS & FREEDMAN, PC
601 MONTGOMERY STREET, SUITE 400
SAN FRANCISCO, CALIFORNIA 94111

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SAN FRANCISCO, CALIFORNIA 94111

I, Laura Strazzo, declare as follows:

1. Our office represents Appellant James Lipset in this matter. Unless otherwise stated, I have personal knowledge of the facts stated herein and, if called as a witness, could and would testify competently there to.

2. Attached as **Exhibit A** is a true and correct copy of Building Permit Application Number 307606.

3. Attached as **Exhibit B** are true and correct copies of photos of the breezeway between the properties and the shared fire escape.

4. Attached as **Exhibit C** is a true and correct copy of the Complaint Data Sheet for Complaint No. 202302787. I downloaded this from the Building Department's website on April 26, 2023.

5. Attached as **Exhibit D** is a true and correct copy of the results of Escape Artist's April 6, 2023 inspection of the fire escape.

6. Attached as **Exhibit E** is a true and correct copy of BPA 202303143618.

7. Attached as **Exhibit F** is a true and correct copy of the plan set associated with BPA 202303143618.

8. Attached as **Exhibit G** is a true and correct copy of the plan set associated with BPA 20221238224 to construct a six foot tall fence along the property line between the properties. This permit was issued in December 2022 prior to the application for the permit to remove the fire escape.

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

April 27, 2022

Laura Strazzo

EXHIBIT A

DEPARTMENT OF BUILDING INSPECTION

OFFICIAL COPY

CENTRAL PERMIT BUREAU F435

Write in Ink—File Two Copies

CITY AND COUNTY OF SAN FRANCISCO

DEPARTMENT OF PUBLIC WORKS

BLDG. FORM 3

CENTRAL PERMIT BUREAU

APPLICATION FOR BUILDING PERMIT
ADDITIONS, ALTERATIONS OR REPAIRS

11-12- 19 62

Application is hereby made to the Department of Public Works 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:

(1) Location 2509 Pacific

(2) Total Cost ($) 100.00 (3) No. of Stories 3 (4) Basement or Cellar Yes (yes or no)

(5) Present Use of building home (6) No. of families one

(7) Proposed Use of building " (8) No. of families one

(9) Type of construction 5 (1, 2, 3, 4, or 5) (10) (Proposed Building Code Classification)

(11) Any other building on lot NO (yes or no) (must be shown on plot plan if answer is yes.)

(12) Does this alteration create an additional story to the building? NO (yes or no)

(13) Does this alteration create a horizontal extension to the building? NO (yes or no)

(14) Does this alteration constitute a change of occupancy NO (yes or no)

(15) Electrical work to be performed NO (yes or no) (16) Plumbing work to be performed NO (yes or no)

(17) Automobile runway to be altered or installed N.A. (yes or no)

(18) Sidewalk over sub-sidewalk space to be repaired or altered NO (yes or no)

(19) Will street space be used during construction? N.O. (yes or no)

(20) Write in description of all work to be performed under this application:
(Reference to plans is not sufficient)

New Fire Escape Drop Ladder. (Collapsible)

(21) Supervision of construction by J. Lauk Address 1791 Pine

(22) General Contractor ..... California License No. .....
Address .....

(23) Architect or Engineer (for design) ..... California Certificate No. .....
Address .....

(24) Architect or Engineer (for construction) ..... California Certificate No. .....
Address .....

(25) 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 applicable thereto will be complied with. I further agree to save San Francisco and its officials and employees harmless from all costs and damages which may accrue from use or occupancy of the sidewalk, street or subsidewalk space or from anything else in connection with the work included in the permit. The foregoing covenant shall be binding upon the owner of said property, the applicant, their heirs, successors and assignees.

(26) Owner Hal Lipsit (Phone PR-6-1791)
For contract by Bureau

Address 2509 Pacific

By J. Lauk Address 1791 Pine
Owner's Authorized Agent to be Owner's Authorized Architect, Engineer or General Contractor.

CERTIFICATE OF FINAL COMPLETION AND/OR PERMIT OF OCCUPANCY MUST BE OBTAINED ON COMPLETION OF WORK OR ALTERATION INVOLVING AN ENLARGEMENT OF THE BUILDING OR A CHANGE OF OCCUPANCY PURSUANT TO SEC. 808 AND 809, SAN FRANCISCO BUILDING CODE, BEFORE BUILDING IS OCCUPIED.

Pursuant to Sec. 304, San Francisco Building Code, the building permit shall be posted on job. Owner is responsible for approved plans and application being kept at building site.

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.

NO WORK SHALL BE STARTED UNTIL A BUILDING PERMIT IS ISSUED.

THIS IS NOT A BUILDING PERMIT.

EXHIBIT B

EXHIBIT C

COMPLAINT DATA SHEET

Complaint Number:	**202302787**		
Owner/Agent:	OWNER DATA SUPPRESSED	Date Filed:	
Owner's Phone:	--	Location:	2509 PACIFIC AV
Contact Name:		Block:	0586
Contact Phone:	--	Lot:	016
Complainant:	COMPLAINANT DATA SUPPRESSED	Site:	
		Rating:	
		Occupancy Code:	
		Received By:	JTRAN
Complainant's Phone:		Division:	BID
Complaint Source:	WEB FORM		
Assigned to Division:	BID		
Description:	date last observed: 31-JAN-23; time last observed: Continuing; floor: top floor ; exact location: Main Bldg; building type: Residence/Dwelling FIRE SAFETY/FIRE ESCAPE; WORK BEYOND SCOPE OF PERMIT; WORK BEING DONE IN DANGEROUS MANNER; ; additional information: The subject building has a catwalk or fire escape extending over the property line at the top floor by some 5-6 feet and it is improperly attached to the neighboring building to the east at 2507 Pacific. The same building also has a fence and gate (recently constructed) over the property line and is encroaching onto the property to the east at 2507 Pacific. The subject property has an on-going project on all levels which has been directed by the Dept on the plans to "Upgrade to Code on Any part of the Building." but has failed to remedy these code violations. We have provided the sponsor with a survey showing the encroachments and all of the plans filed with the City by the sponsor for the on-going project also		
Instructions:			

INSPECTOR INFORMATION

DIVISION	INSPECTOR	ID	DISTRICT	PRIORITY
BID	HELMINIAK	6354	4	

REFFERAL INFORMATION

COMPLAINT STATUS AND COMMENTS

DATE	TYPE	DIV	INSPECTOR	STATUS	COMMENT
02/01/23	OTHER BLDG/HOUSING VIOLATION	BID	Helminiak	CASE UPDATE	Case reviewed and assigned to district inspector per CM -jt
02/01/23	CASE OPENED	BID	Helminiak	CASE RECEIVED	
02/02/23	OTHER BLDG/HOUSING VIOLATION	BID	Helminiak	CASE UPDATE	Subject fire escape is attached to adjacent properties and may have served as an emergency egress to both properties at one point in time. 2507 Pacific windows have been infilled. Further permit research required. DRH
02/08/23	OTHER BLDG/HOUSING VIOLATION	BID	Helminiak	CASE CLOSED	It appears the subject fire escape had been installed under PA #307606 and a CFC had been issued on 1/15/65. It had also been documented in the approved plans under PA #201805169267. This is civil issue between neighboring properties. DRH

COMPLAINT ACTION BY DIVISION

NOV (HIS): **NOV (BID):**

Inspector Contact Information

Online Permit and Complaint Tracking home page.

Technical Support for Online Services

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

EXHIBIT D

ESCAPE ARTISTS
Fire Escape Inspection, Maintenance & Repairs

ANNUAL FIRE ESCAPE INSPECTION AND SERVICE CERTIFICATE

CLIENT: Rory Weinstein

WORK ADDRESS: 2507 Pacific Ave San Francisco, CA

DATE: 4/6/2023

INSPECTED: DROP LADDER - Brushed drop ladder(s) and lubricated moving joints and retracting cable. Tested release/locking mechanism. All are fully operational.
EGRESS – Verified the path of egress across the platforms, ladder ways and the vertical ladder is clear.
SYSTEM – Completed visual inspection of anchor bolts, connection bolts, handrail, platform railings, ladder ways, vertical ladder, platforms and support beams indicated good condition.

2507: PASS

The drop ladder instruction placard needs replacement. We recommend replacement within the year or during next year's inspection.
The drop ladder rivets, retaining/slide washers, and cotter pins are beginning to rust. We recommend maintenance cleaning and painting within 1-2 years.
There are connection bolts that need to be tightened. We recommend repair within 12 months.
There are connection bolts that are undersized and need to be replaced. We recommend repair within 6-12 months.
There are anchor bolts that need to be caulked against rainwater entry. We recommend repair within 12 months.
There is moderate rust on some areas of the escape system. We recommend repair within 12 months.
There are anchor bolts that need to be sealed with roof tar against rainwater entry. We recommend repair within 12 months.

This certificate is good for one year from the date above and is NOT considered a 5-year structural inspection document. Fire escape manufacturers and San Francisco Housing Code recommend annual inspection and drop ladder maintenance. Neither Escape Artists nor its agents can be held responsible for anyone tampering with the fire escape(s) after it has been serviced or for the safety of the fire escape(s) after an earthquake or other acts of God.

PO Box 591178 San Francisco, CA 94159 Phone: 415-279-6113 CLSB#1100037

EXHIBIT E

OFFICIAL COPY

SAN FRANCISCO DEPARTMENT OF BUILDING INSPECTION

APPROVED
Dept. of Building Insp.
- San Francisco -
MAR 15 2023

PATRICK O'RIORDAN
DIRECTOR
DEPT. OF BUILDING INSPECTION

DCP FEE

APPROVED FOR ISSUANCE

BLDG. FORM 3/8

APPLICATION NUMBER 2023.0314.2618

OSHA APPROVAL NUMBER

NV

APPLICATION FOR BUILDING PERMIT ADDITIONS, ALTERATIONS OR REPAIRS

FORM 3 ☐ OTHER AGENCIES REVIEW REQUIRED

FORM 8 ☑ OVER-THE-COUNTER ISSUANCE

2 NUMBER OF PLAN SETS

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	FILING FEE RECEIPT NO.	(1) STREET ADDRESS OF JOB	BLOCK & LOT
3/14/2023		2507 PACIFIC AVE	0586/017

PERMIT NO.	ISSUED	(2a) ESTIMATED COST OF JOB	(2b) REVISED COST:
2303507	3/15/2023	$50,000	BY: 5,000.- DATE: 3/14/23

INFORMATION TO BE FURNISHED BY ALL APPLICANTS

LEGAL DESCRIPTION OF EXISTING BUILDING

(4A) TYPE OF CONSTR.	(5A) NO. OF STORIES OF OCCUPANCY:	(6A) NO. OF BASEMENTS AND CELLARS:	(7A) PRESENT USE:	(8A) OCCUP. CLASS	(9A) NO. OF DWELLING UNITS:
V.B	4	0	SINGLE FAMILY RESIDENCE	R-3	1

DESCRIPTION OF BUILDING AFTER PROPOSED ALTERATION

(4) TYPE OF CONSTR.	(5) NO. OF STORIES OF OCCUPANCY:	(6) NO. OF BASEMENTS AND CELLARS:	(7) PROPOSED USE (LEGAL USE)	(8) OCCUP. CLASS	(9) NO. OF DWELLING UNITS:
V.B	4	0	SINGLE FAMILY RESIDENCE	R-3	1

(10) IS AUTO RUNWAY TO BE CONSTRUCTED OR ALTERED?	(11) WILL STREET SPACE BE USED DURING CONSTRUCTION?	(12) ELECTRICAL WORK TO BE PERFORMED?	(13) PLUMBING WORK TO BE PERFORMED?
YES ☐ NO ☒	YES ☐ NO ☐	YES ☐ NO ☒	YES ☐ NO ☒

(14) GENERAL CONTRACTOR	ADDRESS	ZIP	PHONE	CALIF. LIC. NO.	EXPIRATION DATE
THE TOBONI GROUP	336 F SACRAMENTO ST	94114	415 359-9842	766215	12-31-23

(15) OWNER - LESSEE (CROSS OUT ONE)	ADDRESS	ZIP	BTR'S#	PHONE (FOR CONTACT BY DEPT.)
ROXY WEINSTEIN	2507 PACIFIC AVE SF	94115		415 652 1072

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

REMOVE EXISTING NON-COMPLYING FIRE ESCAPE

ADDITIONAL INFORMATION

(17) DOES THIS ALTERATION CREATE ADDITIONAL HEIGHT OR STORY TO BUILDING?	(18) IF (17) IS YES, STATE NEW HEIGHT AT CENTER LINE OF FRONT	(19) DOES THIS ALTERATION CREATE DECK OR HORIZ. EXTENSION TO BUILDING?	(20) IF (19) IS YES, STATE NEW GROUND FLOOR AREA
YES ☐ NO ☒		YES ☐ NO ☒	SQ. FT.

(21) WILL SIDEWALK OVER SUB-SIDEWALK SPACE BE REPAIRED OR ALTERED?	(22) WILL BUILDING EXTEND BEYOND PROPERTY LINE?	(23) ANY OTHER EXISTING BLDG. ON LOT? (IF YES, SHOW ON PLOT PLAN)	(24) DOES THIS ALTERATION CONSTITUTE A CHANGE OF OCCUPANCY?
YES ☐ NO ☒	YES ☐ NO ☐	YES ☐ NO ☒	YES ☐ NO ☒

(25) ARCHITECT OR ENGINEER (DESIGN ☐ CONSTRUCTION ☐)	ADDRESS		CALIF. CERTIFICATE NO.
DAN PHIPPS ARCHITECTS	1031 POST ST. SF	94109 415 686-1551	C15366

(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).

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.

CHECK APPROPRIATE BOX

☐ OWNER ☑ ARCHITECT
☐ LESSEE ☐ AGENT
☐ CONTRACTOR ☐ ENGINEER

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 THERETO WILL BE COMPLIED WITH.

REV 05/13

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. 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:

Carrier _____
Policy Number _____

( ) 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 applicable, prior to the commencement of any work, will file a completed copy of this form with the Central Permit Bureau.

3.14.2023

Signature of Applicant or Agent — Date

OFFICIAL COPY

SAN FRANCISCO DEPARTMENT OF BUILDING INSPECTION

CONDITIONS AND STIPULATIONS

REFER TO:		
	APPROVED: Carey McElroy, DBI MAR 14 2023 BUILDING INSPECTOR, DEPT. OF BLDG. INSP.	DATE: REASON: NOTIFIED MR.
☐	APPROVED: REMOVAL OF EXISTING FIRE ESCAPES AT THE SIDES OF THE SINGLE FAMILY HOMES. Approved Planning Dept. Ryan Patter DEPARTMENT OF CITY PLANNING	DATE: REASON: NOTIFIED MR.
☒	APPROVED: N/A Edwin Marsullo, SFFD MAR 14 2023 BUREAU OF FIRE PREVENTION & PUBLIC SAFETY	DATE: REASON: NOTIFIED MR.
☐	APPROVED: N/A MECHANICAL ENGINEER, DEPT. OF BLDG. INSPECTION	DATE: REASON: NOTIFIED MR.
☐	APPROVED: CIVIL ENGINEER, DEPT. OF BLDG. INSPECTION	DATE: REASON: NOTIFIED MR.
☐	APPROVED: BUREAU OF ENGINEERING	DATE: REASON: NOTIFIED MR.
☐	APPROVED: DEPARTMENT OF PUBLIC HEALTH	DATE: REASON: NOTIFIED MR.
☐	APPROVED: REDEVELOPMENT AGENCY	DATE: REASON: NOTIFIED MR.
☐	APPROVED: HOUSING INSPECTION DIVISION	DATE: REASON: NOTIFIED MR.

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

OFFICIAL COPY

City and County of San Francisco
Department of Building Inspection

London N. Breed, Mayor
Patrick O'Riordan, C.B.O., Director

Attachment A

LICENSED CONTRACTOR'S STATEMENT

Required documentation ☐ Government-issued photo ID

☐ Current San Francisco Business License

☐ Current State California contractor's license and classification (the pocket card)

Permit Application Number: 2023-0314-3618

Permit Application Address: 2907 PACIFIC AVENUE

Print Company Name: THE TOBONI GROUP

Print Contractor Name: JOEY TOBONI / EDWARD J. SILVIA

CSLB Number: 766215 Contractor Class: B Expiration Date: 12-31-23

Contractor Mailing Address: 3364 SACRAMENTO ST. S.F 94118

Contractor Telephone: 4153999842 Contractor Email: JOEY@TOBONIGROUP.COM

Contractor Signature: [signature] Date: 3/14/23

AUTHORIZATION OF AGENT TO ACT ON CONTRACTOR'S BEHALF

As the contractor listed above, hereby authorizes DAN PHIPPS to obtain a building permit(s), including any supplemental permits, but not limited to electrical, plumbing or temporary street-use permits, on behalf of the company/contractor listed above, with the Department of Building Inspection for the City & County of San Francisco located at 49 South Van Ness Avenue, San Francisco, California 94103.

Print Named of Authorized Agent(s): DAN PHIPPS

Address of Authorized Agent(s): 1031 POST ST S.F. CA 94109

Agent's Telephone: 415 686-1551 Agent's Email: DAN@DPAWEB.COM

Pursuant to the Business and Professions Code Sec. 7031.5, I hereby affirm, under penalty of perjury that I am licensed under the provisions of Chapter 9 (commencing with Sec. 7000) of Division 3 of the Business and Professions Code, and that my license is full force and effect.

Contractor Signature: [signature] Date 5/14/25

EXHIBIT F

GENERAL NOTES

1. OWNERSHIP OF DOCUMENTS: The drawings, specifications and reproduction there of are instruments of service, and shall remain the property of Dan Phipps Architects.

2. GENERAL CONDITIONS: A.I.A. Document **A107 2007 "Form of Agreement Between Owner and Contractor" and A201 2007 "General Conditions of the Contract for Construction" ** shall apply to all work and sections of the specifications. Copies are available upon request at the office of the Architect.

3. QUALITY: The General Contractor shall insure the highest standards of quality in all aspects of work.

4. CODES: The General Contractor shall be responsible for providing all work and materials in accordance with all local regulatory agencies, the latest applicable building codes and requirements as follows:
2016 CALIFORNIA BUILDING CODE (CBC)
2016 CALIFORNIA PLUMBING CODE (CPC)
2016 CALIFORNIA MECHANICAL CODE (CMC)
2016 CALIFORNIA ELECTRICAL CODE (CEC)
2016 CALIFORNIA ENERGY CODE
2016 CALIFORNIA FIRE CODE (CFC)
2016 CALIFORNIA GREEN BUILDING STANDARDS CODE

** LOCAL COMMUNITY CODE **
Any work found in these documents not in conformance shall be brought to the attention of the Architect prior to commencement of any related work.

5. PERMITS: General Contractor shall apply for and obtain at his/her sole expense all necessary construction permits required by all applicable building codes and regulatory city and state agencies except as otherwise determined by the Architect.

6. INSURANCE: The Contractor and Subcontractor(s) shall purchase and maintain certification of insurance with respect to Workman's Compensation, public liability and property damage for the limits as required by law. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions in connection with the work as required by law.

7. SCHEDULE: Upon the submittal of the final contracted costs, the General Contractor shall submit a specific construction schedule indicating the required construction time for all Subcontractors' and General Contractor's work.

8. EXAMINATION OF THE SITE: The Contractor shall thoroughly examine the site and satisfy himself/herself as to the conditions under which the work is to be performed. He/she shall verify at the site all measurements affecting the work and shall be responsible for the correctness of same. No extra compensation will be allowed to the Contractor for the expenses due to the neglect or failure to discover conditions which affect the work.

9. CONSTRUCTION FACILITIES: Temporary utilities and toilet facilities, if needed during the construction period, shall be provided by the Contractor in locations as approved by Owner.

10. SEQUENCE OF RENOVATION WORK: In the event any special sequencing of the work is required by the Owner, the Contractor shall arrange a conference before any such work is begun to develop the schedule.

11. DOCUMENT CONFLICTS: The drawings and specifications are intended to agree and to supplement each other. Anything indicated in part of the drawings or specifications and not in other parts shall be executed as if in agreement. In cases of direct conflict, the most restrictive shall govern. Discrepancies shall be brought to the attention of the Architect prior to the commencement of any related work.

12. MEASUREMENTS: All dimensions shown on the drawings shall be verified by taking field measurements. Proper fit and attachment of all parts is required. Before commencing work, check all lines and levels indicated and such other work as it has been completed. Should there be any discrepancies, report immediately to the Architect for correction or adjustment. In the event of failure to do so, the Contractor and Subcontractors shall coordinate the layout and exact location of all partitions, doors, windows, electrical/communications outlets, light fixtures and switches with Architect in the field before proceeding with construction.

13. DIMENSIONS: All dimensions to existing walls are from face of wall finish, and to new work are to face of wallboard finish or exterior wall finish unless otherwise noted. All heights are dimensioned above finished floor unless otherwise noted. Preference shall be given to the figured dimensions on the drawings over scaled measurements and to detailed drawings over general drawings. If dimension is taken to scale or if conflict exists, confirm with Architect prior to execution.

14. COORDINATION: Contractor shall verify that no conflicts exist in locations of any and all mechanical / communications / electrical / lighting / plumbing equipment (to include all piping, ductwork and conduit) and that all required clearances for installation and maintenance of above equipment are provided. Any such conflict shall be brought to the attention of the Architect prior to the commencement of related work.

15. PRODUCTS: Drawing references to specific products of a Manufacturer shall conform to Manufacturer's latest published specifications and details and shall be delivered, stored, installed and protected in accordance with Manufacturer's instructions. Contractor to furnish copies of such material when requested by Architect. Provide operating and maintenance instructions to Owner.

16. ALLOWANCES: Material unit allowances, when stipulated by these Documents shall be the cost of items, including tax, from the distributors prior to mark-ups by any Subcontractors or the General Contractor. Cost of waste overages, labor for construction, delivery and all associated mark-ups as required for complete installation shall be included as part of the Base Bid.

17. SUBMITTALS & SHOP DRAWINGS: All items requiring color selection, shop drawings, samples, etc. shall be submitted to Architect in 3 sets to be checked for conformance to design intent before proceeding. Architect will return 2 sets with stamps, signatures and notes when appropriate.

18. DELIVERY DATES: During the negotiation and building period, the General Contractor and Subcontractor(s) shall confirm in writing approximate on-site delivery dates for all construction materials as required by the construction documents and shall notify the Architect in writing of any possible construction delays affecting occupancy that may arise due to the availability of the specified products. Contractor shall notify Owner of necessary schedule for delivery of Owner-supplied materials in adequate time for construction.

19. STORAGE: Contractor shall be responsible for delivery, handling and storage of all materials and equipment. Security shall be maintained and interior of building shall be kept free of stored or unattended combustible material, oily rags, safety hazards or personal garbage. Site shall be maintained in an orderly manner.

20. TITLE 24: Work shall comply with California Title 24 Energy Mandatory Measures as listed in these drawings.

21. TYPICAL (TYP): Means identical for all similar conditions unless otherwise noted.

22. SIMILAR (SIM): Means comparable characteristics for the item noted. Verify dimensions and orientation.

23. SUPPLIED BY OWNERS (S.B.O.): Owner-supplied items to be coordinated and installed by the Contractor.

24. VERIFY IN FIELD (V.I.F.): Means the Contractor is to field check condition prior to setting dimensions or proceeding with work noted. Notify Architect of potential conflicts or problems.

25. CLEAN-UP: Complete "broom" cleanup of the construction site and all areas outside the construction limits that may be affected by the work shall be an integral part of the work performed under this contract. All construction equipment, surplus materials, barricades and debris shall be removed from the site. Dirt, paint, putty, etc. shall be cleaned from finish surfaces.

26. PUNCH LIST: A final punch list of corrections and/or incompletions shall result from an inspection by the Architect when notified of substantial completion by the Contractor. The Contractor shall then promptly complete all items and notify the Architect upon completion of all items for a final inspection and approval of final payment.

27. PROTECTION: The existing building and its contents shall be protected as required during construction of new work. Provide temporary membranes as necessary. Provide covering for all remaining carpet, furnishings and existing millwork and finishes in areas of demolition and construction. Any occupied area or areas outside the area of construction or demolition shall be protected from damage, dust and debris. Contractor shall be responsible for the repair of any damages, clean up of dust or debris caused by the work.

28. REPAIRS: The General Contractor shall be responsible for correcting any finish defects found in the existing base building construction in the area of new work where scheduled, including but not limited, to uneven surfaces and finishes at plaster or gypsum board. The General Contractor shall patch and repair adjacent existing surfaces to match adjoining new surfaces.

29. LIMITS OF RENOVATION WORK: Renovation work zone limits may be established on the drawings or with the Owner and the Architect. Contractor and tradesmen shall coordinate their work with one another within these limits. Precautions shall be taken as required to minimize disturbances of building occupants or their furnishings if they remain during the construction period and to maintain non-work areas unobstructed and clear of debris.

30. SALVAGE: All existing items deemed salvageable by the Owner will either have been indicated on the drawings, removed prior to the start of demolition or will be directed by the Owner to be stored by the Contractor and shall remain the property of the Owner. Items to be relocated will have been indicated on the drawings.

31. DEMOLITION WORK: The Contractor shall entirely demolish and remove from the site any structure or portion thereof indicated to be removed.

32. BEARING WALLS AND STRUCTURAL MEMBERS: Where demolition is to occur, Contractor shall determine locations of existing structural members and bearing walls being removed and verify resolution of support for existing loads with Architect before proceeding with demolition work.

33. ASBESTOS: During demolition phase or work, inspect for existing asbestos. If present, make recommendations to Owner for abatement.

APPROVED BY RYAN BALBA
MAR 14 2023
PLANNING DEPARTMENT

PROJECT DIRECTORY

ARCHITECT:
DAN PHIPPS ARCHITECTS
1031 POST STREET
SAN FRANCISCO, CA 94109
T: (415) 776-1606
F: (415) 776-3972

PROJECT INFO

OCCUPANCY GROUP: R-3
STORY: 4 STORIES
CONSTRUCTION TYPE: V-B

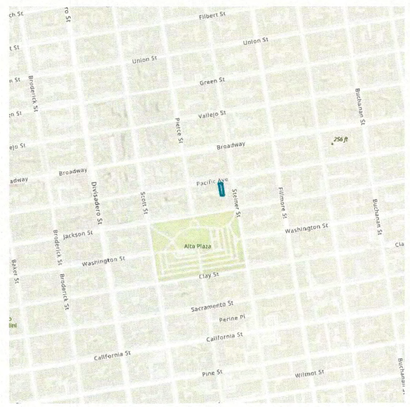
PROJECT SCOPE

SCOPE OF WORK: REMOVE (E) NON-CONFORMING FIRE ESCAPE AT WEST SIDE OF PROPERTY

Carey McElroy, DBI
MAR 14 2023

APPROVED
Dept. of Building Insp.
- San Francisco -
MAR 15 2023
PATRICK O'RIORDAN
DIRECTOR
DEPT. OF BUILDING INSPECTION

VICINITY MAP



NORTH

DRAWING INDEX

ARCHITECTURAL DRAWINGS	
A - 0	COVER SHEET
A - 1.0	EXISTING SITE PLAN
A - 2.1	EXISTING THIRD AND FOURTH FLOOR PLANS

dpa

DAN PHIPPS ARCHITECTS PC

1031 Post Street
San Francisco, CA
94109-5602

t 415.776.1606
f 415.776.3972
www.dpaweb.com

WEINSTEIN RESIDENCE

2507 PACIFIC AVENUE
SAN FRANCISCO, CA
94115

2013-0314-3618

Date: DECEMBER 10, 2022

Scale: NA

Drawn: IY

Job: 2210

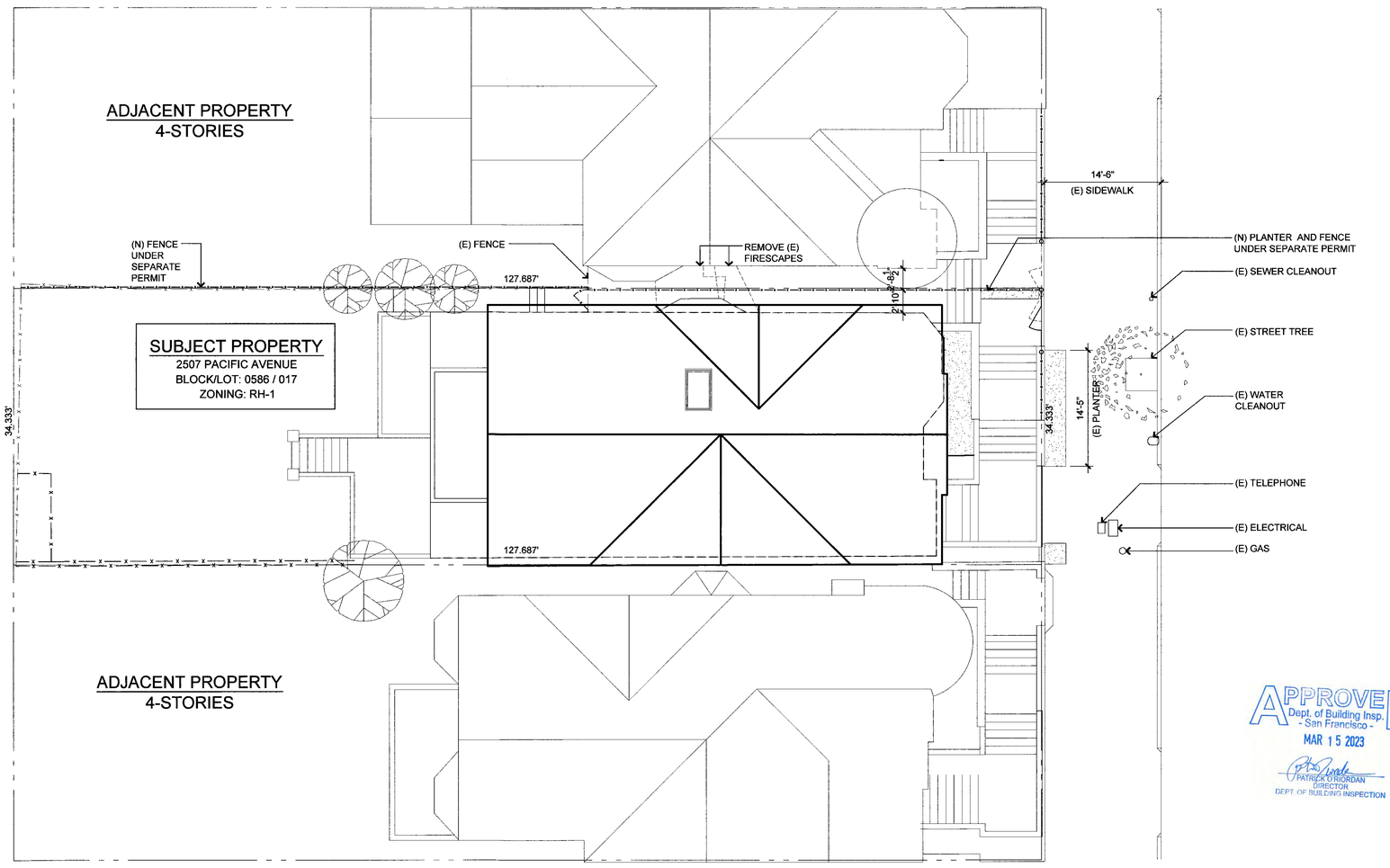
Revision:

LICENSED ARCHITECT
DAN WILLIAM PHIPPS
No. C15366
REN. 7-31-2023
STATE OF CALIFORNIA

COVER SHEET

RECEIVED
MAR 14 2023
DEPT OF BUILDING INSPECTION
THIS PLAN MEETS THE QUALITY STANDARD FOR REPRODUCTION ACCEPTED

A - 0



EXISTING SITE PLAN

NORTH

Carey McElroy, DBI
MAR 14 2023

APPROVED
Dept. of Building Insp.
- San Francisco -
MAR 15 2023
PATRICK O'RIORDAN
DIRECTOR
DEPT. OF BUILDING INSPECTION

APPROVED BY RYAN BALBA
MAR 14 2023
PLANNING DEPARTMENT

DAN PHIPPS
ARCHITECTS PC

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WEINSTEIN
RESIDENCE

2507 PACIFIC AVENUE
SAN FRANCISCO, CA
94115

Date: DECEMBER 10, 2022

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

Drawn: IY

Job: 2210

Revision:

LICENSED ARCHITECT
DAN WILLIAM PHIPPS
No. C15366
REN. 7-31-2023
STATE OF CALIFORNIA

EXISTING
SITE PLAN

RECEIVED
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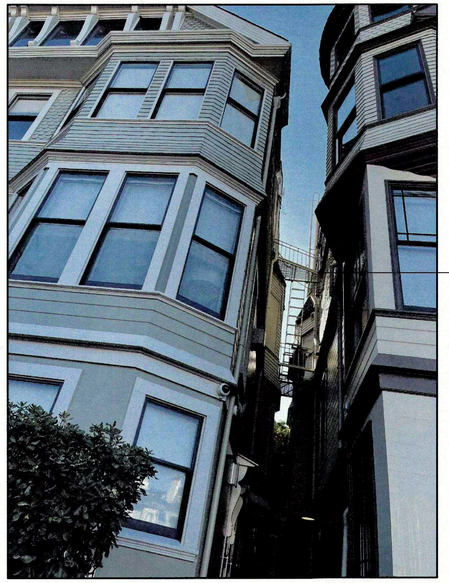
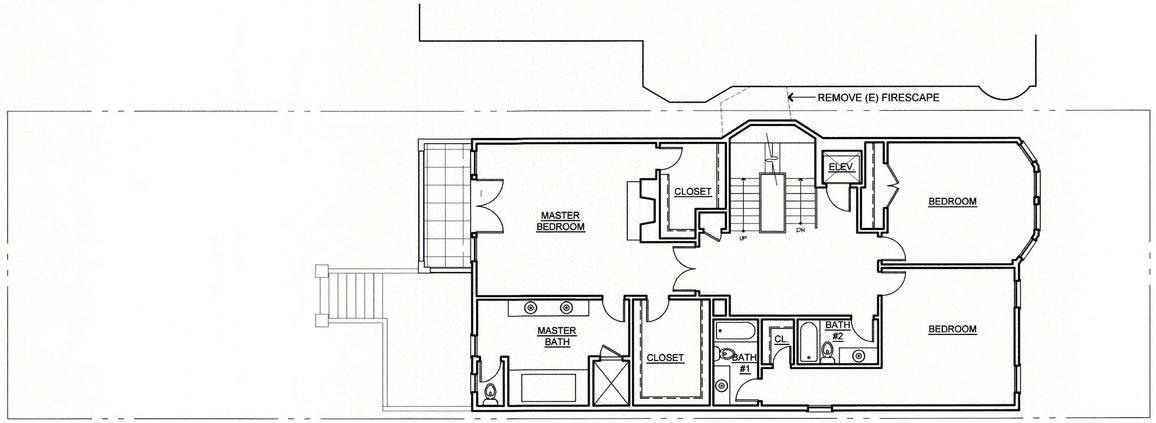
A - 1.0



EXISTING FIRE ESCAPE TO BE REMOVED

EXISTING FIRE ESCAPE

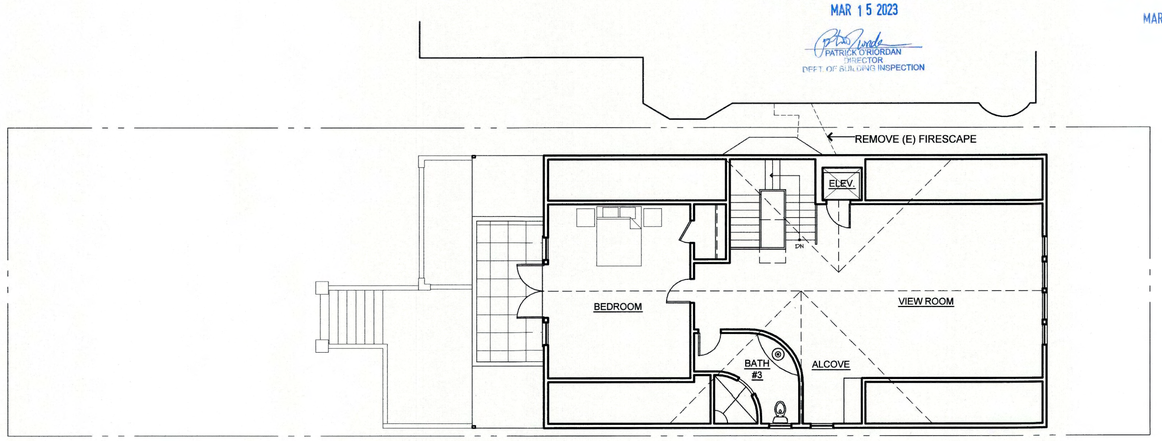


EXISTING THIRD LEVEL PLAN

NORTH

APPROVED
Dept. of Building Insp.
- San Francisco -
MAR 15 2023
PATRICK O'RIORDAN
DIRECTOR
DEPT. OF BUILDING INSPECTION

Carey McElroy, DBI
MAR 14 2023



EXISTING THIRD LEVEL PLAN

NORTH

APPROVED BY RYAN BALBA
MAR 14 2023
PLANNING DEPARTMENT

RECEIVED
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dpa

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Revision:

LICENSED ARCHITECT
DAN WILLIAM PHIPPS
No. C15366
Exp. 7-31-2023
STATE OF CALIFORNIA

EXISTING THIRD AND FOURTH FLOOR PLANS

A - 2.0

EXHIBIT G

GENERAL NOTES

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2016 CALIFORNIA GREEN BUILDING STANDARDS CODE

** LOCAL COMMUNITY CODE **
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10. SEQUENCE OF RENOVATION WORK: In the event any special sequencing of the work is required by the Owner, the Contractor shall arrange a conference before any such work is begun to develop the schedule.

11. DOCUMENT CONFLICTS: The drawings and specifications are intended to agree and to supplement each other. Anything indicated in part of the drawings or specifications and not in other parts shall be executed as if in agreement. In cases of direct conflict, the most restrictive shall govern. Discrepancies shall be brought to the attention of the Architect prior to the commencement of any related work.

12. MEASUREMENTS: All dimensions shown on the drawings shall be verified by taking field measurements. Proper fit and attachment of all parts is required. Before commencing work, check all lines and levels indicated and such other work as it has been completed. Should there be any discrepancies, report immediately to the Architect for correction or adjustment. In the event of failure to do so, the Contractor and Subcontractors shall coordinate the layout and exact location of all partitions, doors, windows, electrical/communications outlets, light fixtures and switches with Architect in the field before proceeding with construction.

13. DIMENSIONS: All dimensions to existing walls are from face of wall finish, and to new work are to face of wallboard finish or exterior wall finish unless otherwise noted. All heights are dimensioned above finished floor unless otherwise noted. Preference shall be given to the figured dimensions on the drawings over scaled measurements and to detailed drawings over general drawings. If dimension is taken to scale or if conflict exists, confirm with Architect prior to execution.

14. COORDINATION: Contractor shall verify that no conflicts exist in locations of any and all mechanical / communications / electrical / lighting / plumbing equipment (to include all piping, ductwork and conduit) and that all required clearances for installation and maintenance of above equipment are provided. Any such conflict shall be brought to the attention of the Architect prior to the commencement of related work.

15. PRODUCTS: Drawing references to specific products of a Manufacturer shall conform to Manufacturer's latest published specifications and details and shall be delivered, stored, installed and protected in accordance with Manufacturer's instructions. Contractor to furnish copies of such material when requested by Architect. Provide operating and maintenance instructions to Owner.

16. ALLOWANCES: Material unit allowances, when stipulated by these Documents shall be the cost of items, including tax, from the distributors prior to mark-ups by any Subcontractors or the General Contractor. Cost of waste overages, labor for construction, delivery and all associated mark-ups as required for complete installation shall be included as part of the Base Bid.

17. SUBMITTALS & SHOP DRAWINGS: All items requiring color selection, shop drawings, samples, etc. shall be submitted to Architect in 3 sets to be checked for conformance to design intent before proceeding. Architect will return 2 sets with stamps, signatures and notes when appropriate.

18. DELIVERY DATES: During the negotiation and building period, the General Contractor and Subcontractor(s) shall confirm in writing approximate on-site delivery dates for all construction materials as required by the construction documents and shall notify the Architect in writing of any possible construction delays affecting occupancy that may arise due to the availability of the specified products. Contractor shall notify Owner of necessary schedule for delivery of Owner-supplied materials in adequate time for construction.

19. STORAGE: Contractor shall be responsible for delivery, handling and storage of all materials and equipment. Security shall be maintained and interior of building shall be kept free of stored or unattended combustible material, oily rags, safety hazards or personal garbage. Site shall be maintained in an orderly manner.

20. TITLE 24: Work shall comply with California Title 24 Energy Mandatory Measures as listed in these drawings.

21. TYPICAL (TYP): Means identical for all similar conditions unless otherwise noted.

22. SIMILAR (SIM): Means comparable characteristics for the item noted. Verify dimensions and orientation.

23. SUPPLIED BY OWNERS (S.B.O.): Owner-supplied items to be coordinated and installed by the Contractor.

24. VERIFY IN FIELD (V.I.F.): Means the Contractor is to field check condition prior to setting dimensions or proceeding with work noted. Notify Architect of potential conflicts or problems.

25. CLEAN-UP: Complete "broom" cleanup of the construction site and all areas outside the construction limits that may be affected by the work shall be an integral part of the work performed under this contract. All construction equipment, surplus materials, barricades and debris shall be removed from the site. Dirt, paint, putty, etc. shall be cleaned from finish surfaces.

26. PUNCH LIST: A final punch list of corrections and/or incompletions shall result from an inspection by the Architect when notified of substantial completion by the Contractor. The Contractor shall then promptly complete all items and notify the Architect upon completion of all items for a final inspection and approval of final payment.

27. PROTECTION: The existing building and its contents shall be protected as required during construction of new work. Provide temporary membranes as necessary. Provide covering for all remaining carpet, furnishings and existing millwork and finishes in areas of demolition and construction. Any occupied area or areas outside the area of construction or demolition shall be protected from damage, dust and debris. Contractor shall be responsible for the repair of any damages, clean up of dust or debris caused by the work.

28. REPAIRS: The General Contractor shall be responsible for correcting any finish defects found in the existing base building construction in the area of new work where scheduled, including but not limited, to uneven surfaces and finishes at plaster or gypsum board. The General Contractor shall patch and repair adjacent existing surfaces to match adjoining new surfaces.

29. LIMITS OF RENOVATION WORK: Renovation work zone limits may be established on the drawings or with the Owner and the Architect. Contractor and tradesmen shall coordinate their work with one another within these limits. Precautions shall be taken as required to minimize disturbances of building occupants or their furnishings if they remain during the construction period and to maintain non-work areas unobstructed and clear of debris.

30. SALVAGE: All existing items deemed salvageable by the Owner will either have been indicated on the drawings, removed prior to the start of demolition or will be directed by the Owner to be stored by the Contractor and shall remain the property of the Owner. Items to be relocated will have been indicated on the drawings.

31. DEMOLITION WORK: The Contractor shall entirely demolish and remove from the site any structure or portion thereof indicated to be removed.

32. BEARING WALLS AND STRUCTURAL MEMBERS: Where demolition is to occur, Contractor shall determine locations of existing structural members and bearing walls being removed and verify resolution of support for existing loads with Architect before proceeding with demolition work.

33. ASBESTOS: During demolition phase or work, inspect for existing asbestos. If present, make recommendations to Owner for abatement.

Richard Soenksen, DBI
DEC 14 2022

RECEIVED
DEC 13 2022
DEPT. OF BUILDING INSPECTION
THIS PLAN MEETS THE QUALITY STANDARD FOR DIGITALLY ACCEPTED

PROJECT DIRECTORY

ARCHITECT:
DAN PHIPPS ARCHITECTS
1031 POST STREET
SAN FRANCISCO, CA 94109
T: (415) 776-1606
F: (415) 776-3972

PROJECT INFO

OCCUPANCY GROUP: R-3
STORY: 4 STORIES
CONSTRUCTION TYPE: V-B

PROJECT SCOPE

SCOPE OF WORK: RELOCATE (E) GATE AND (E) NEWEL AND (N) OPEN FENCE AT FRONT SETBACK

APPROVED BY KURT BOTN
DEC 13 2022
PLANNING DEPARTMENT

VICINITY MAP

DRAWING INDEX

ARCHITECTURAL DRAWINGS

APPROVED
Dept. of Building Insp.
- San Francisco -
DEC 21 2022
PATRICK O'RIORDAN
DIRECTOR
DEPT. OF BUILDING INSPECTION

dpa

DAN PHIPPS ARCHITECTS PC

1031 Post Street
San Francisco, CA
94109-5602

t 415.776.1606
f 415.776.3972
www.dpaweb.com

WEINSTEIN RESIDENCE

2507 PACIFIC AVENUE
SAN FRANCISCO, CA
94115

2507 PACIFIC

Date: DECEMBER 10, 2022

Scale: NA

Drawn: IY

Job: 2210

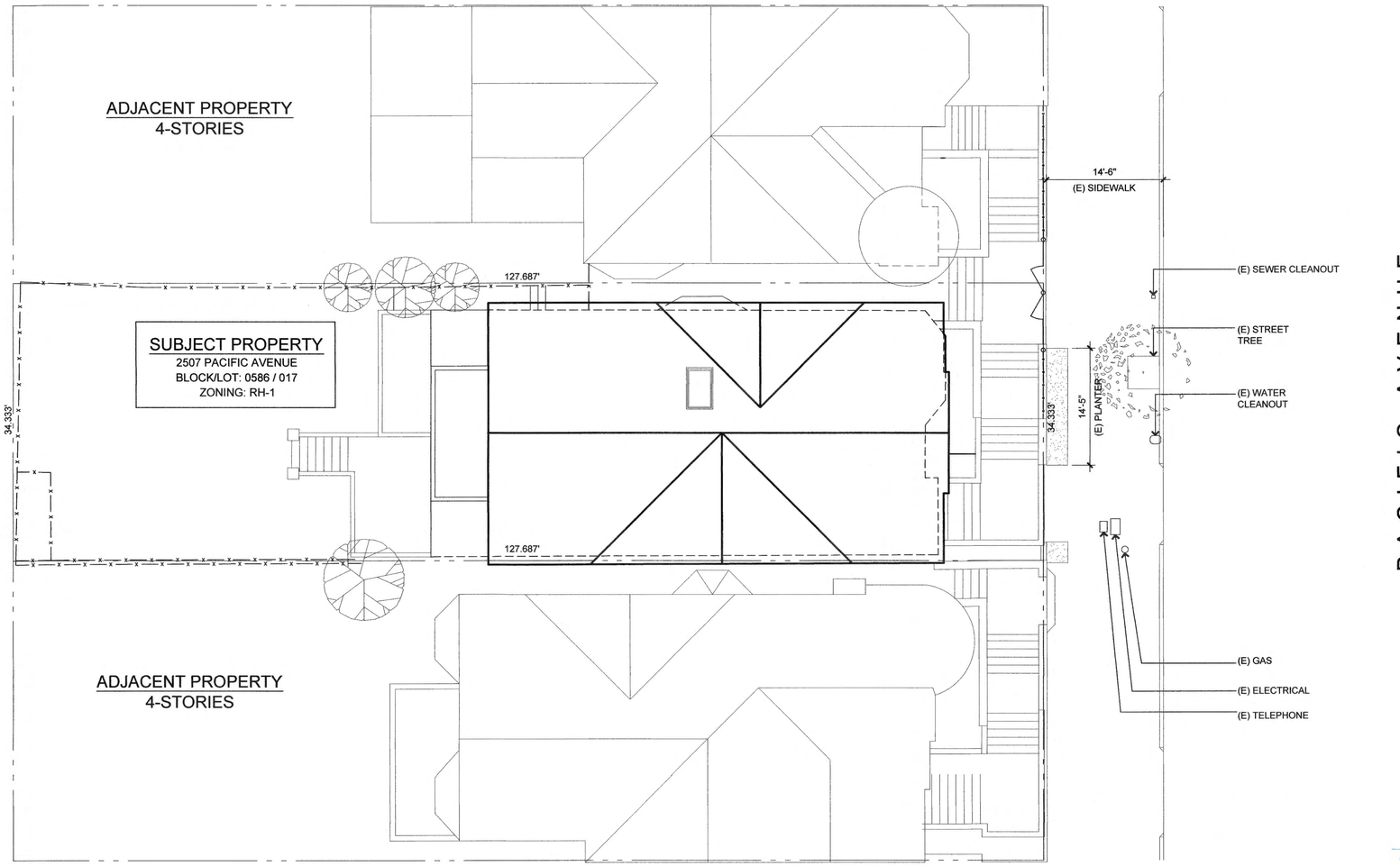
Revision:

LICENSED ARCHITECT
DAN WILLIAM PHIPPS
No. C-27459
Ren. 7-31-2023
STATE OF CALIFORNIA

COVER SHEET

20221213 8224

A - 0



APPROVED BY KURT BOTH
DEC 13 2022
PLANNING DEPARTMENT

NORTH

EXISTING SITE PLAN

Richard Soenksen, DBI
DEC 14 2022

RECEIVED
DEC 13 2022
DEPT. OF BUILDING INSPECTION
THIS PLAN MEETS THE CITY STANDARD FOR DBI, DPW ACCEPTANCE

APPROVED
Dept. of Building Insp.
- San Francisco -
DEC 21 2022
PATRICK O'RIORDAN
DIRECTOR
DEPT. OF BUILDING INSPECTION

dpa

DAN PHIPPS
ARCHITECTS PC

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f 415.776.3972
www.dpaweb.com

WEINSTEIN
RESIDENCE

2507 PACIFIC AVENUE
SAN FRANCISCO, CA
94115

Date: DECEMBER 10, 2022

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

Drawn: IY

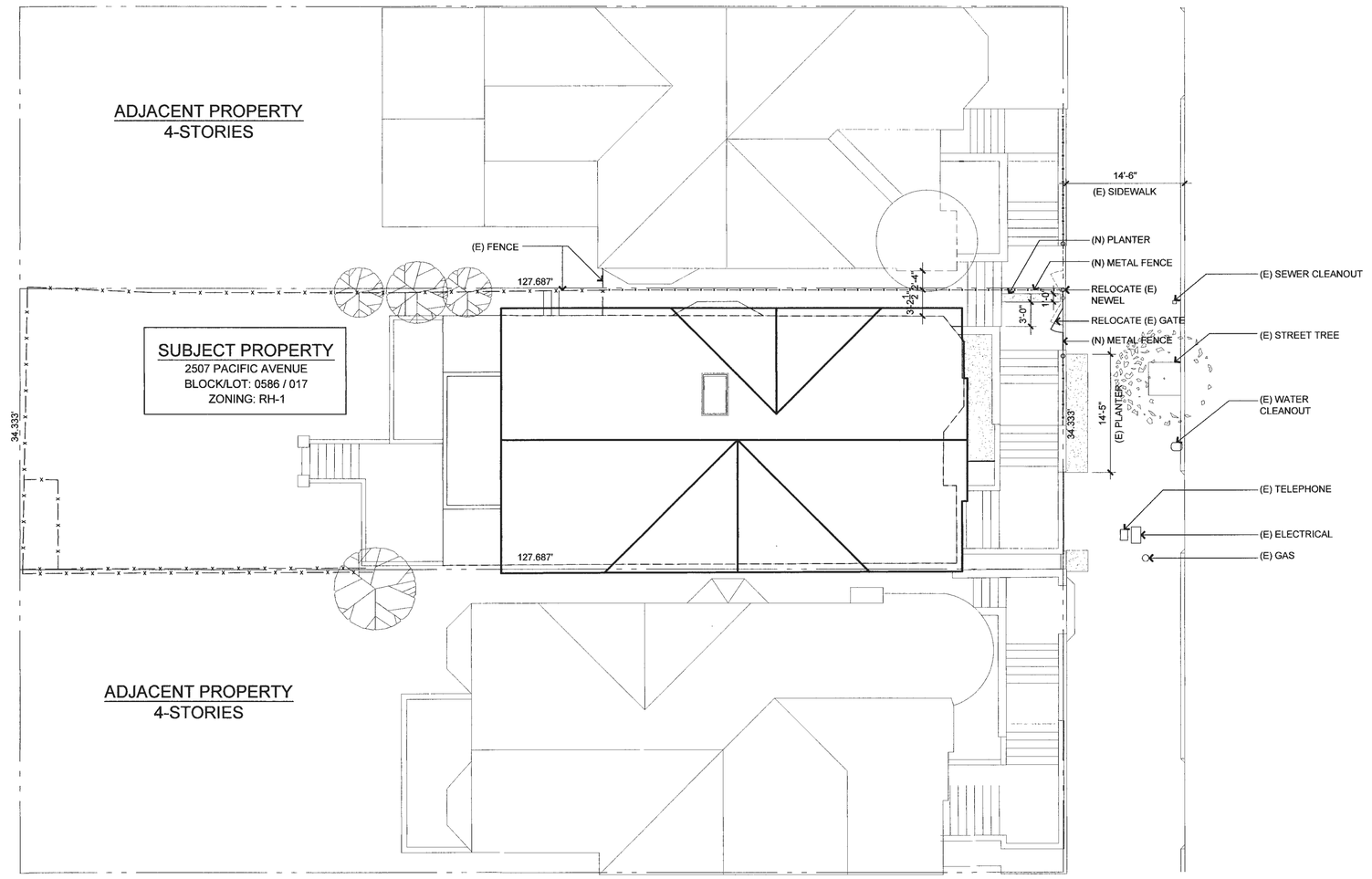
Job: 2210

Revision:

LICENSED ARCHITECT
DAN WILLIAM PHIPPS
No. C-17666
Exp. 7-31-2023
STATE OF CALIFORNIA

EXISTING
SITE PLAN

A - 1.0



PROPOSED SITE PLAN

NORTH

APPROVED BY KURT BOTH
DEC 13 2022
PLANNING DEPARTMENT

Richard Soenksen, DBI
DEC 14 2022

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DEC 13 2022
DEPT. OF BUILDING INSPECTION
THIS PLAN MEETS THE QUALITY STANDARD FOR DIGITAL ACCEPTANCE

APPROVED
Dept. of Building Insp.
- San Francisco -
DEC 21 2022
PATRICK O'RIORDAN
DIRECTOR
DEPT. OF BUILDING INSPECTION

dpa

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f 415.776.3972
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WEINSTEIN RESIDENCE

2507 PACIFIC AVENUE
SAN FRANCISCO, CA
94115

Date: DECEMBER 10, 2022

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

Drawn: IY

Job: 2210

Revision:

LICENSED ARCHITECT
DAN WILLIAM PHIPPS
No. C-26567
REN. 7-31-2023
STATE OF CALIFORNIA

PROPOSED SITE PLAN

A - 1.1

EXISTING NORTH ELEVATION

APPROVED BY KURT BOTN
DEC 13 2022
PLANNING DEPARTMENT

APPROVED
Dept. of Building Insp. - San Francisco
DEC 21 2022
PATRICK O'RIORDAN
DIRECTOR
DEPT. OF BUILDING INSPECTION

Richard Soenksen, DBI
DEC 14 2022

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WEINSTEIN
RESIDENCE

2507 PACIFIC AVENUE
SAN FRANCISCO, CA
94115

Date: DECEMBER 10, 2022

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

Drawn: IY

Job: 2210

Revision:

LICENSED ARCHITECT
DAN WILLIAM PHIPPS
No. C-25686
Exp. 7-31-2023
STATE OF CALIFORNIA

EXISTING
NORTH
ELEVATION

A - 3.0

PROPOSED NORTH ELEVATION

APPROVED BY KURT BOTN
DEC 13 2022
PLANNING DEPARTMENT

Richard Soenksen, DBI
DEC 14 2022

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DIRECTOR
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WEINSTEIN
RESIDENCE

2507 PACIFIC AVENUE
SAN FRANCISCO, CA
94115

Date: DECEMBER 10, 2022

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

Drawn: IY

Job: 2210

Revision:

LICENSED ARCHITECT
DAN WILLIAM PHIPPS
No. C-25856
Exp. 7-31-2023
STATE OF CALIFORNIA

PROPOSED
NORTH
ELEVATION

A - 3.1

EXISTING WEST ELEVATION

Richard Soenksen, DBI
DEC 14 2022

APPROVED BY KURT BOTH
DEC 13 2022
PLANNING DEPARTMENT

APPROVED
Dept. of Building Inspection
- San Francisco -
DEC 21 2022
PATRICK O'RIORDAN
DIRECTOR
DEPT. OF BUILDING INSPECTION

Richard Soenksen, DBI
DEC 14 2022

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THIS PLAN MEETS THE QUALITY STANDARD FOR DRAWINGS ACCEPTED

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WEINSTEIN
RESIDENCE

2507 PACIFIC AVENUE
SAN FRANCISCO, CA
94115

Date: DECEMBER 10, 2022

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

Drawn: IY

Job: 2210

Revision:

LICENSED ARCHITECT
DAN WILLIAM PHIPPS
No. C-25956
Exp. 7-31-2023
STATE OF CALIFORNIA

EXISTING
WEST
ELEVATION

A - 3.2

PROPOSED WEST ELEVATION

Richard Soenksen, DBI
DEC 14 2022

APPROVED BY KURT BOTN
DEC 13 2022
PLANNING DEPARTMENT

APPROVED
Dept. of Building Inspection
- San Francisco -
DEC 21 2022
DIRECTOR
DEPT. OF BUILDING INSPECTION

RECEIVED
DEC 13 2022
DEPT. OF BUILDING INSPECTION
THIS PLAN MEETS THE QUALITY STANDARD FOR DIGITIZING
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DAN PHIPPS ARCHITECTS PC

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WEINSTEIN RESIDENCE

2507 PACIFIC AVENUE
SAN FRANCISCO, CA
94115

Date: DECEMBER 10, 2022

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

Drawn: IY

Job: 2210

Revision:

LICENSED ARCHITECT
DAN WILLIAM PHIPPS
No. C-15858
Exp. 7-31-2023
STATE OF CALIFORNIA

PROPOSED WEST ELEVATION

A - 3.3

SCOTT A. FREEDMAN (SBN 240872)
LAURA F. STRAZZO (SBN 312593)
ZACKS & FREEDMAN, PC
601 Montgomery Street, Suite 400
San Francisco, CA 94111
Tel: (415) 956-8100
Fax: (415) 288-9755

Attorneys for Appellant,
James Lipset

SAN FRANCISCO BOARD OF APPEALS

JAMES LIPSET

Appellant,

vs.

CITY AND COUNTY OF SAN FRANCISCO DEPARTMENT OF BUILDING INSPECTION,

Respondent.

JAIME AND RORY WEINSTEIN

Permit Holders.

Appeal No.: 23-015

DECLARATION OF JAMES LIPSET IN SUPPORT OF APPELLANT'S BRIEF

Permit Nos.: BPA 202303143618
Subject Address: 2507 Pacific Avenue
Hearing Date: May 17, 2023

ZACKS & FREEDMAN, PC
601 MONTGOMERY STREET, SUITE 400
SAN FRANCISCO, CALIFORNIA 94111

ZACKS & FREEDMAN, PC
601 MONTGOMERY STREET, SUITE 400
SAN FRANCISCO, CALIFORNIA 94111

I, James Lipset, declare as follows:

1. I am Appellant in this matter. Unless otherwise stated, I have personal knowledge of the facts stated herein and, if called as a witness, could and would testify competently there to.

2. I am an owner of 2509 Pacific Avenue through a family trust. I live at the property with my wife, small children, our au pair, and my elderly father.

3. There has been a shared fire escape connecting my property with 2507 Pacific Avenue for many decades. It has provided an additional means of egress in emergencies. For example, in the 1990s, there was a fire in the kitchen of our property. The smoke made its way up the stairs and the fire escape was used to safely evacuate the occupant who was then inside.

4. Our family wishes to maintain the fire escape in the event of future emergencies like this. It provides additional life safety measures, which are particularly important to us because we have small children, an au pair and an older adult who live with us. The fire escape was the only means of exiting the property that was available when there was a fire at our property in the mid-1990s. It is also an additional way to evacuate the property in the event the stairs are inaccessible.

5. Recently, Permit Holders have begun work on a fence along the property line. We raised with them that the fence will interfere with the drop ladder of the fire escape. Attached as **Exhibit B** to Appellant's exhibits are photographs I took of the fire escape and drop ladder. As the photos show, the fire escape is attached to my home and the drop ladder extends right into the pathway of the proposed fence.

6. Instead of addressing our concerns, Permit Holders went behind our backs and applied for this permit to remove the fire escape attached to both properties. It is unclear to me how the permit was issued without getting my consent since the work would also be on my property.

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

April 27, 2022

James Lipset

BRIEF SUBMITTED BY THE PERMIT HOLDER(S)

San Francisco Board of Appeals
Appeal No.23-015

James Lipset,
Appellant,
v.
San Francisco Dept. of Building Inspection,
Respondent.

Permit Holders,
Jamie and Rory Weinstein

Permit Holder's Brief

BPA No. 2023/03/14/3618 **2507 Pacific Avenue**

Date: Wednesday, May 17, 2023
Time: 5:00 PM
Location: City Hall, Room 416
#1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102

Stephen M. Williams SBN: 122103
1934 Divisadero Street
San Francisco, CA 94115
Tel: (415) 292-3656
smw@stevewilliamslaw.com
Attorney for Permit Holders

Table of Contents

I. INTRODUCTION

This office represents Project Sponsors/Permit Holders Jamie and Rory Weinstein. Their home is at 2507 Pacific Ave. (left below), in Pacific Heights on the south side of Pacific Ave. between Steiner and Pierce Streets. The Weinsteins moved in 2012 and have two teenaged sons. Since moving in they had cordial relations with Appellant's father Louis Lipset (who now lives elsewhere). He deeded the building to Appellant in 2021 next door at 2509 Pacific Ave. (right).

Appellant's brief is a confusing mishmash of unsupported allegations, and contradictory assertions. It states numerous times that the Weinsteins, by applying for a permit to remove the encroaching fire escape, were "underhanded," need Appellant's "consent" and should obtain

Appellant's "approval" to remove the encroaching fire escape. The brief notes "unequivocally that he would not consent to the removal of the fire escape." (Appeal Brief p.4, ll.11-12).

Appellant claims that the fire escape is "code complying" (it is not) and that the permit which is the subject of this appeal will be used to conduct work on Appellant's property (it will not). Appellant "believes" that the Weinsteins hid from DBI that the fire escape crosses the property line. No facts were hidden from the DBI. The fact that the fire escape crosses the boundary was discussed in detail with DBI Fire Officials prior to the permit being issued. The permit was properly issued to remove a non-conforming, non-permitted structure (never permitted) from the Weinstein property (as is their right) and the permit to remove the fire escape should be upheld.

Appellant ignores or is mistaken on crucial facts. The subject fire escape is not (and has never been) permitted on either side of the boundary line. There are no permits or plans for its construction. The fire escape was NOT originally constructed with a permit. Permit #307606 (cited in the Appeal Brief as Exhibit "A") is for installation of a "*New Fire Escape Drop Ladder (Collapsible)*" valued at $100. A Building Inspection Report from January 1965 for that permit confirms that it was to "*Install drop ladder on existing fire escape*." (Exhibit 1 hereto).

Appellant simply got it wrong. There are no permits or plans at all from that time (or any other time) that show how the fire escape was originally constructed, let alone across the property line. Such construction was NEVER legal or permitted by the Codes and is not legal or permissible today. Appellant offers no explanation or justification for the situation. There is no permit or plan to allow the fire escape. Period. Construction over a boundary line is not permitted in any jurisdiction and never has been. Such construction constitutes a trespass and a fire hazard. It may provide a pathway for a fire to move from building to building. The fire escape was built without permits or plans, violates the Code and no permits exist allowing for its attachment to

the Weinstein building. The permit to remove it was properly issued and should be upheld. The Weinsteins must be allowed to remove an unpermitted encroachment from their home.

II. SYNOPSIS OF THE CASE

1. The fire escape is of unknown origin. It was originally constructed without permits or approved plans for *either* property. Unpermitted on both sides and no approved plans.
2. It bisects the property line, violates the Building Code, and constitutes a fire hazard.
3. It is not required for life safety or fire egress. Single family, R-3 Residential Occupancy does not require a fire escape. This discussion occurred with Fire Officials at DBI when the subject permit was issued to remove the fire escape from 2507 Pacific Ave.
4. A structure built across a lot line was not permitted in 1964-65 or now. It cannot be legalized or permitted even if the property owners had a private agreement in 1964.
5. This is not a "civil issue between neighboring properties" but an on-going violation of the Building Code on both sides of the property line. Non-conforming and never permitted.
6. The Weinsteins gave *months* of "Good Neighbor" notice of the desire to remove it from their home. Appellant refuses to cooperate to remove it or to allow its removal.
7. Appellant can easily relocate or reconfigure a fire escape elsewhere, entirely on his property.
8. Appellant cannot establish an "easement" in court and has taken no steps to do so for months.

III. FACTUAL BACKGROUND

A. Appellant Has Been Engaged in a Lengthy Remodeling Project and Was Also Encroaching on Another Neighbor's Property to the West

There has been a lengthy remodel of Appellant's building for the past 4-5 years. Although inconvenient and noisy, the Weinsteins have not objected to any aspect of the extended project which began in 2018 (and is not completed). It involves seven (7) over-the-counter building permits and nine (9) permits for plumbing and electrical work. The project includes an interior

renovation, horizonal building additions at the rear yard, basement level, garage and under a deck, an elevator, new roof, new roof dormer and other miscellaneous changes to the building.

During his project, it became known that Appellant not only encroaches on the Weinstein home but also encroaches over the property line on the building to the west at 2511 Pacific Ave. After a DBI stop work order and dispute with the neighbor to the west, the project was revised so that no more work was conducted on the neighbor's property and over the boundary line:

> Permit #201909242489--Scope revised to include all work is to occur within property boundaries only, specifically revised at west property boundary within e proposed garage area.

Work continues at the property and permits remain open. The plans for that project state: "Upgrade to current code of any part of building," and should include the removal of the unpermitted fire escape. An NOV should issue for removal of the fire escape.

B. Appellant Removed a Historic Wrought Iron Gate Without Notice

Appellant and the Weinsteins share a set of steps leading from the sidewalk to a breezeway between the properties. A wrought iron fence and gate stands between the buildings and the front sidewalk. During Appellant's project, he unilaterally and without any prior notice to the Weinsteins, removed half of the shared wrought iron gate. (Exhibit 2). Unfortunately, the removal of the gate led to intruders, including skateboarders between the buildings into the breezeway. (Exhibit 3). When the Weinsteins asked Appellant about the removal of the gate, he said he did not plan to replace it. Appellant's project plans state, "no exterior changes" and do not include removal of the wrought iron front gate, which may have been of historic significance.

C. The Weinstein's Gave Months of "Good Neighbor" Notice of the Desire to Erect a Boundary Line Fence and Remove the Encroaching Fire Escape and Asked for Appellant's Cooperation and Assistance; Appellant Refused All Requests

After the front gate was removed and intruders began to enter the breezeway between the buildings, the Weinsteins determined they would erect a fence to secure the property and provide

privacy. They first obtained a lot line survey. Contrary to the false statements in Appellant's brief that the subject permit to remove the fire escape was sought "without notice" and was "underhanded," the Weinsteins gave months of advanced and specific written notice under Civil Code § 841 (Statute attached as Exhibit 4). California's "Good Neighbor Fence Law," presumes a benefit to neighbors for a boundary line fence (a Robert Frost approach, "good fences make good neighbors"). A Good Neighbor Fence Notice was sent to Appellant on January 11, 2023. (Exhibit 5). That notice also requested removal of the encroaching fire escape. Appellant was given more than two months' notice of the desire to remove the encroaching fire escape before the permit now before the Board was applied for and issued on March 15, 2023.

D. Appellant Refused to Cooperate, Claims that the Fire Escape is "Shared;" The Weinstein's Submitted a Plan and Obtained a Permit to Erect a Boundary Fence

Appellant responded to the Good Neighbor Fence Notice via email on January 17, 2023. (Exhibit 6) He asked for the survey obtained by the Weinsteins (which was immediately provided) to him. (Exhibit 7—fire escape shown in yellow) He also states that the fire escape is a "shared" amenity erected by consent between the two properties at some time in the past and was used by both properties at various times. He asked for additional time to decide on the issues.

Hoping to work together, the Weinsteins through counsel responded the same day, and provided Appellant the survey of the lot line between the properties, and again asked for his cooperation on the fence and removal of the fire escape (Exhibit 8). We asked for any evidence confirming the fire escape was installed "legally" with plans or permits or City approval. Nothing was provided by Appellant. As stated in the January 17, 2023, email to Appellant:

"We would be pleased to have the parties work together on this fencing project as envisioned in the Civil Code and California's Good Neighbor Fence Law. Please forward any information, approved plans, job cards and the like you may have for the encroaching fire escape. I am unaware of any code section or local equivalency that would allow any structure (especially a fire escape) to be constructed to encroach over a property line and attach to another building. I

know of no circumstance when any structure can encroach over the boundary line. The fire escape should lead to a portion of the roof on your building and should not cross the property line. Perhaps it needs to be relocated." (See, Exhibit 8).

Appellant did not respond to the email seeking his cooperation on the fence or information about the fire escape. Weeks passed and we sent him another email on January 30, 2023, (Exhibit 9) again seeking his input on the fencing and asking about removal of the fire escape.

E. The Weinstein's Followed the Same "Good Neighbor" Approach to Remove the Unpermitted and Encroaching Fire Escape and the Subject Permit was Applied for on the Advice of a Senior DBI Official; The Fire Escape Can Easily be Relocated.

Appellant responded on February 1, 2023 (Exhibit 10) agreeing to share in the cost of the fence. (He has since reneged on that agreement). He again stated that the fire escape was "shared" and was installed to service both properties. Hoping to move forward, the Weinsteins obtained a further bid from the Toboni Group and a design for the fence. The bid and design suggestions were forwarded to Appellant via email on February 14, 2023. (Exhibit 11).

Appellant was again informed that the encroaching fire escape is not permitted on the Weinsteins' side of the property line and served no function (there are no openings on the Weinstein home which might allow for its use), and they wished to remove it. We offered to have the contractor, the Toboni Group remove the fire escape at the same time the fence was erected. By email dated February 17, 2023 (Exhibit 12) we once again requested cooperation from Appellant to remove the fire escape. Appellant did not respond to the email and a week later, on February 25, 2023, we were contacted by Mr. Freedman as counsel for Appellant.

Mr. Freedman forwarded the survey the Appellant had conducted (Appellant refused to provide it even though we gave him our survey more than a month earlier). Eventually the surveyors conferred and agreed on a location for the property line (the Transamerica Survey was off by four inches). The parties exchanged settlement offers but were unable to agree.

Because this situation is so very unusual with a fire escape over the property line, counsel contacted Dep. Dir. Joseph Duffy to seek advice about the situation back in February after it became clear that Appellant would not agree to work jointly to remove it and locate it elsewhere. Dep. Dir. Duffy agreed that since the structure has no permits for the 2507 Pacific Ave. side, it cannot have been properly erected and is not permitted and violates the Building Code.

He suggested that we first attempt to collaborate with the neighbor to remove it as a joint project. (We tried—they refused). Second, he suggested that we have our architect draw up a plan (Exhibit 13) and obtain a permit to at least remove it from the 2507 Pacific Ave. side of the property line. That is exactly what was done, and that is the work that will be conducted under the subject permit. The proposal is to unbolt the fire escape from 2507 Pacific Ave. and lower it onto Appellant's property to let him deal with it as he may. He has dozens of options to relocate the fire escape if he wants to keep it (it is not needed as a "required" egress) or remove it. The subject permit was applied for on March 14, 2023, and this appeal followed its issuance.

After agreeing to help pay for the fence, Appellant has tried to stop it every possible way. He recently filed a complaint with DBI stating the fence will prevent the fire escape ladder from reaching the ground. (Exhibit 14). DBI cleared the complaint by noting, "*there is room to drop the ladder away from the proposed fence/property line.*" A solution has been available from the beginning. A fire escape can be reconfigured on appellants' roof. (Exhibit 15-are examples).

F. Appellant Has Repeatedly Interfered with the Fence Crew Working at the Site and Has Made No Effort for Months to Establish An "Easement" or Any Other Cognizable Claim to Stop the Fence or Maintain the Encroaching Fire Escape

Despite agreeing to pay for one-half of the boundary fence on February 1, 2023, (See, Exhibit 9), once work started on the fence nearly one month ago, Appellant has called the police, verbally assaulted the workers and one of the Weinsteins' children. Taking it even further, he has physically interfered with the crew working on the fence by coming outside and sitting within

inches of where they are drilling the concrete for the fence posts. (Photos of Appellant talking to the crew (with his dog) and then sitting and blocking the workers attached as Exhibit 16).

I have written to counsel *twice*, once during the pendency of this appeal, (emails dated March 6th and April 21st attached as Exhibit 17) asking him to stop his client from the disruptive, illegal, and offensive behavior without result. In more than four months since notice was first given of the intention to construct a fence and remove the fire escape, Appellant has taken no steps to establish an "easement" or to obtain an injunction if he had a cognizable right to control the Weinsteins property as he claims. Obviously, he is hoping the Board will do it for him.

The last line of Appellant's brief again broaches that topic asking the Board to suspend the permit, "until a court can rule on Appellant's easement claim." (Appeal Brief p.7, l. 17) This is nonsense. Nothing has been filed with the court. No claim is pending with the Superior Court or anywhere else in over four months. Appellant cannot satisfy the requirements for a prescriptive easement or adverse possession, and he knows it. Appellant wants the Board to grant him a de facto easement by suspending or revoking the permit to remove the encroachment from the Weinsteins' home. The DBI has already termed this dispute a "civil issue between two properties" when it incorrectly dismissed the complaint filed against 2509 Pacific Ave. to have the fire escape removed. The Board should not grant wholesale property rights to Appellant or take away the Weinsteins' right to remove unpermitted encroachments from their building.

IV. LEGAL AUTHORITIES AND ARGUMENTS

A. The Permit Was Properly Issued to Allow the Weinsteins to Remove an Unpermitted and Non-Conforming Structure; Appellant Cannot Demonstrate a Right to Maintain the Encroaching Fire Escape, It Was Built Without Permits

Appellant has failed to meet the burden to show that the subject permit was wrongly issued. The Weinsteins first tried to collaborate with the Appellant voluntarily and when he refused, followed the proper protocol of the Building and Planning Codes by submitting a plan and

permit application drafted by an architect to remove a "non-conforming" structure placed on their property without permits or plans. The fire escape may have been installed with permission of a former owner of the Weinstein home as contended by Appellant, and it may have been "shared" at one time. But it has long since out lived it useful life and Appellant has not met the burden of presenting substantial evidence to support the Appeal or to establish any cognizable "right" to maintain the structure across the property line and attached to the Weinstein home. The Weinsteins' right to remove it with a permit outweighs any "right" to continue to maintain the fire escape over the property line.

The "whole record" here shows that there is (1) no approved plan allowing for a fire escape to cross the property line; (2) no permits or plans to allow for its installation onto either property; (3) no Job Cards or other notes to show the fire escape was inspected when it was installed (or ever). It may have been installed on the Appellant's property and extended over the property line by agreement between former owners or initially installed by agreement between former owners. No such agreement is found in either parties' deed of title or recorded encumbrances. Because it extends over the boundary line without permits there is no way to "legalize" it.

The Planning Code § 180 governs "non-conforming structures," and it requires that such structures be brought into compliance or eliminated. § 180(b) states:

"(b) **Timely Compliance with the Code.** Such uses, structures, and lots, in failing to meet applicable requirements of this Code, are incompatible with the purposes of this Code and with other uses, structures and lots in the City, and it is intended that these uses, structures and lots shall be brought into compliance with this Code as quickly as the fair interests of the parties will permit."

As a nonconforming structure, Appellant has no right to maintain the fire escape on his neighbors' property. Courts have found that code violations may be termed a nuisance within the meaning of Civil Code § 3479. See, *City and County of San Francisco v. Padilla* (1972) 23

Cal.App.3d 388, 401. The structure was never permitted on either side of the boundary and violates the Planning and Building Codes. The permit to correct that violation should be upheld.

Appellant has not cited any authority to support an argument that the fire escape may remain on the Weinstein property or that any structure may be maintained over the boundary. The argument that contractors might work on his property is not actionable. The contractors intend to simply remove the structure from the Weinstein home and lower it to Appellant's property. Appellant cannot base an appeal on an anticipatory breach of the building code. Appellant cannot maintain what is a plain violation of the code (having a structure bisecting the property line) simply because he wants it. Appellant has not established any "necessity" for the fire escape and essentially "abandoned" the fire escape. He has never maintained it or had it inspected on a yearly or even a five-year basis (or ever) as required by the building code.

B. Appellant "Abandoned" the Fire Escape Years Ago and Failed to Maintain it or Have it Inspected as Required by Code; When the Weinstein's Tried to have it Inspected, Appellant Refused to Allow an Inspection on His Side

Starting on January 11, 2023, four months ago, we have repeatedly requested that Appellant (or counsel) provide reports showing the fire escape has been inspected as required by the housing and building codes (or ever). Appellant has been unable to provide even a single report or certificate showing that the fire escape has been inspected since it was erected. DBI Housing Inspection Services recommends an annual inspection. A summary of National, California and San Francisco Fire Codes are attached hereto as Exhibit 18. All fire escape assemblies and fire ladders must be regulation tested and certified every year. Appellant (and his family before him) have never had the fire escape inspected, tested, or maintained in decades and "abandoned" the non-conforming fire escape years ago by neglect.

When the Weinsteins wanted to have the fire escape inspected recently, Appellant refused to allow the inspection on his side. The Weinsteins hired a professional company to come to the site

and inspect the fire escape. The company, "Escape Artists" came to the site on April 6, 2023. Appellant contacted the company and attached the company's "Inspection and Service Certificate" to his brief as Exhibit D. In a strange twist, on the day of the inspection he refused to allow the inspector on his side of the fire escape. Attached as Exhibit 19 is an email exchange that Mrs. Weinstein had with "Danelle," the Operations Coordinator for the company. Oddly, Appellant refused to allow access to his side of the fire escape, and he also insisted that the company delete all photos and insisted that the report reflect that his side was NOT inspected.

Failing to maintain the fire escape constitutes "abandonment" within the meaning of the statutory scheme. Planning Code § 183 states that when a non-conforming use has been discontinued for a period of six months, it must then be placed into conformity with the use limitations of the Code for the subject district. The relevant portions of that section state:

"SEC. 183. NONCONFORMING USES: DISCONTINUANCE AND ABANDONMENT.

(a) **Discontinuance and Abandonment of a Nonconforming Use, Generally.** Whenever a nonconforming use has been changed to a conforming use, or discontinued for a continuous period of three years, or whenever there is otherwise evident a clear intent on the part of the owner to abandon a nonconforming use, such use shall not after being so changed, discontinued, or abandoned be reestablished, and the use of the property thereafter shall be in conformity with the use limitations of this Code for the district in which the property is located. Where no enclosed building is involved, discontinuance of a nonconforming use for a period of six months shall constitute abandonment."

Appellant has not maintained or had the fire escape inspected for decades, and oddly, refused to allow the most recent inspection, paid for by the Weinsteins to include his side of the structure.

C. The Subject Fire Escape is NOT a Necessary Means of Egress for Appellant's Building and He Cannot Establish an Easement or a Need Under the Code

Appellant's building has four exit doors and does not require a fire escape from the upper floor. This was part of the determination made by Fire Officials at DBI when the permit was issued, the 3-R occupancy class does not mandate a fire escape. It is simply not a necessity and further, Appellant can easily relocate the fire escape to another part of his building if he wants to

keep it. There are dozens of locations where he may construct a new fire escape or simply relocate this fire escape to another suitable place entirely on his roof. This was suggested.

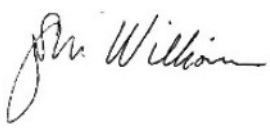
To establish a prescriptive easement, Appellant must prove use of the property for the statutory period which has been: (1) Open and notorious; (2) Continuous and uninterrupted; (3) Hostile to the true owner; and (4) Under a claim of right. *MacDonald Properties, Inc. v. Bel-Air Country Club,* (1977) 72 Cal.App.3d 693, 702. In order for the use to be adverse, it must be hostile, consent is a complete defense to a prescriptive easement. *Grant v. Ratliff*, (2008)164 Cal. App. 4th 1304, 1308. In the present case Appellant has repeatedly said that the fire escape is "shared" (Exhibit 6 & 10) and not adverse or hostile within the meaning of the law.

V. CONCLUSION

Appellant has not established *any* evidence or grounds to warrant granting the appeal. His appeal merely states that he believes that the Weinsteins workers may cross the property line, that the fire escape is code compliant (it is not) and is a life safety feature he would like to keep. These claims are not sufficient to allow a continuing breach of the codes or to allow a structure to be maintained on a neighboring property by Appellant. The fire escape is unpermitted on both sides of the property line and as a non-conforming structure it is subject to being eliminated. It openly violates the building code and constitutes a trespass and nuisance. The permit to remove the fire escape from the Weinsteins' property was properly issued.

May 11, 2023

Respectfully Submitted,



STEPHEN M. WILLIAMS,
For Permit Holders Jamie and Rory Weinstein

San Francisco Board of Appeals
Appeal No.23-015

James Lipset,
Appellant,
v.
San Francisco Dept. of Building Inspection,
Respondent.

Permit Holders,
Jamie and Rory Weinstein

Permit Holder's Exhibits 1-19

BPA No. 2023/03/14/3618 **2507 Pacific Avenue**

Date: Wednesday, May 17, 2023
Time: 5:00 PM
Location: City Hall, Room 416
#1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102

Stephen M. Williams SBN: 122103
1934 Divisadero Street
San Francisco, CA 94115
Tel: (415) 292-3656
smw@stevewilliamslaw.com
Attorney for Permit Holders

Table of Contents

EXHIBIT 1

SAN FRANCISCO DBI DEPARTMENT OF BUILDING INSPECTION

BUILDING INSPECTORS REPORT

REMARKS drop ladder

JAN 31 1985

CALLED INSPECTION

WORK COMMENCED

FOUNDATION FORMS INSPECTED OK TO POUR

LATHING PERMISSION POSTED

FLUES BY NO

EXTERIOR OR STRUCTURAL PLASTERING OK

Install drop ladder on existing fire escape.

OTHER INSPECTIONS

1/15/85

WORK COMPLETED CERTIFICATE OF FINAL COMPLETION POSTED

J. Labadie

INSPECTOR OF BUILDINGS

DEPARTMENT OF PUBLIC WORKS BUREAU OF BUILDING INSPECTION
CITY AND COUNTY OF SAN FRANCISCO

EXHIBIT 2

EXHIBIT 3


09-04-2022 Sun 05:40:52 PM
Front steps


09-04-2022 Sun 05:48:59 PM
Front steps


09-04-2022 Sun
Side alley


09-04-2022 Sun 05:50:43 PM
Side alley


09-04-2022 Sun 05:49:32 PM
Front steps

EXHIBIT 4

California Civil Code - CIV § 841

(a) Adjoining landowners shall share equally in the responsibility for maintaining the boundaries and monuments between them.

(b)(1) Adjoining landowners are presumed to share an equal benefit from any fence dividing their properties and, unless otherwise agreed to by the parties in a written agreement, shall be presumed to be equally responsible for the reasonable costs of construction, maintenance, or necessary replacement of the fence.

(2) Where a landowner intends to incur costs for a fence described in paragraph (1), the landowner shall give 30 days' prior written notice to each affected adjoining landowner. The notice shall include notification of the presumption of equal responsibility for the reasonable costs of construction, maintenance, or necessary replacement of the fence. The notice shall include a description of the nature of the problem facing the shared fence, the proposed solution for addressing the problem, the estimated construction or maintenance costs involved to address the problem, the proposed cost sharing approach, and the proposed timeline for getting the problem addressed.

(3) The presumption in paragraph (1) may be overcome by a preponderance of the evidence demonstrating that imposing equal responsibility for the reasonable costs of construction, maintenance, or necessary replacement of the fence would be unjust. In determining whether equal responsibility for the reasonable costs would be unjust, the court shall consider all of the following:

(A) Whether the financial burden to one landowner is substantially disproportionate to the benefit conferred upon that landowner by the fence in question.

(B) Whether the cost of the fence would exceed the difference in the value of the real property before and after its installation.

(C) Whether the financial burden to one landowner would impose an undue financial hardship given that party's financial circumstances as demonstrated by reasonable proof.

(D) The reasonableness of a particular construction or maintenance project, including all of the following:

(i) The extent to which the costs of the project appear to be unnecessary or excessive.

(ii) The extent to which the costs of the project appear to be the result of the landowner's personal aesthetic, architectural, or other preferences.

(E) Any other equitable factors appropriate under the circumstances.

(4) Where a party rebuts the presumption in paragraph (1) by a preponderance of the evidence, the court shall, in its discretion, consistent with the party's circumstances, order either a

contribution of less than an equal share for the costs of construction, maintenance, or necessary replacement of the fence, or order no contribution.

(c) For the purposes of this section, the following terms have the following meanings:

(1) "Landowner" means a private person or entity that lawfully holds any possessory interest in real property, and does not include a city, county, city and county, district, public corporation, or other political subdivision, public body, or public agency.

(2) "Adjoining" means contiguous to or in contact with.

EXHIBIT 5

SMW | LAW OFFICES OF
STEPHEN M. WILLIAMS

1934 Divisadero Street | San Francisco, CA 94115 | TEL: 415.292.3656 | FAX: 415.776.8047 | smw@stevewilliamslaw.com

January 11, 2023 via e-mail and first-class mail

James and Nicole Lipset
2509 Pacific Street
San Francisco, CA 94111

Re: **FENCING NOTICE (Cal. Civil Code 841—Good Neighbour Fence Law)**
Notice of Encroachments and Request for Removal

Mr. and Mrs. Lipset:

I have been retained to represent your neighbors to the east, the Weinstein's. The fencing work described below is required between your adjoining properties and your neighbors would be pleased if you would cooperate with them to accomplish the work and share the cost to replace the fence and front gate.

It goes without question now that adjoining landowners shall share equally in the responsibility for maintaining the boundaries and monuments between them. This is because both parties are presumed to share an equal benefit from any fence dividing their properties and, unless otherwise agreed to by the parties in a written agreement, shall be presumed to be equally responsible for the reasonable costs of construction, maintenance, or necessary replacement of the fence.

Proposal:

1. Properties affected (street addresses)

   A. 2507 Pacific Street (Property "A" Weinstein family home)

   B. 2509 Pacific Street (Property "B" Lipset family Home)

Earlier this year as part of your ongoing construction project, your workers removed a portion of the boundary line fence between the properties, the front gate. This work was done without proper statutory notice to the Weinstein's and apparently without a plan to replace the gate. This action taken without benefit of notice to the neighbors were in violation of the law which requires notice before removal or construction of boundary fences.

The Weinstein's have now obtained a lot line survey in order to be exactly sure of the location of the position of the boundary line between the two properties. In obtaining the survey it was brought to their attention for the first time that there are several encroachments from your property over the boundary line which violate the building and planning codes, and which must be removed.

The position of the remaining boundary fencing is partially over the property line. The remaining existing fencing in the rear yards between the properties was apparently

constructed over the property line and will be removed as part of the project to replace and reconstruct the fence between the properties. A new fence on the boundary line, in the location as shown in the survey, will be constructed and a new gate will also be constructed at the front of the property.

Fencing work proposed to be conducted:

Length of fence: Approx.127.69' feet.

Height of fence: Approx. 6' feet at rear 3' feet at front

Type of fence: Redwood Slats/Picket

Estimated cost: $21,200.00
Sharing of cost:

a) The Weinstein's will pay for the fencing work and will be paid half the estimated cost by the Lipsets on completion, or;

b) The Lipsets will pay to remove that portion of the fence which it constructed over the boundary line and will split the cost of the new fence as proposed.

If you agree to this proposal, please complete the form of agreement hereunder and return a copy to me.

AGREEMENT TO FENCE

Property B	Property A
I agree to the above proposal	I agree to the above proposal
James Lipset	Cheetah Pacific LLC
January __, 2022	January __, 2022

As noted above, the survey also shows that in addition to the encroaching rear yard fence, there are other structures from your property which are over the property line. There is a metal catwalk or fire escape structure which extends over the property line and appears to be attached to the Weinstein building. There is also a small piece of trim over the property line. As part of the proposed project all encroachments will be removed. If you would prefer to remove the encroachments yourself, please let me know and we can arrange for mutual cooperation in completing the work that is required or some other accommodation.

Very Truly Yours,

Stephen M. Williams

EXHIBIT 6

From: James & Nicky Lipset <lipsetfamily@gmail.com>
Sent: Tuesday, January 17, 2023 10:02 AM
To: Stephen M. Williams <smw@stevewilliamslaw.com>
Cc: Darren McMurtrie <d@mcm-a.com>; Lipset Svc <lipsetsvc@sbcglobal.net>
Subject: Re: Fencing Notice Under Civil Code 841

Good Morning Mr. Williams,
We want to confirm receipt of your email dated 01/11/2023 which was received while one of the owners for 2509 Pacific was out of the country. We wanted to make sure all parties had time to review the claims made in your letter before responding.

Please note that this is the first time we have been made aware of any of the issues/requests raised in you letter. Had your clients spoken to us, I am sure we could have figured something out without getting a lawyer involved.

To address the points raised in the letter see below:
1. At no time was there an intent to remove any property on the boundary line without consultation with your clients. The area which was removed was damaged and falling apart so we removed the area up to, but left, the main post removing only the area we believed to be on our property line at the front of the house. Other reasons may exist as to why it was removed, but as it was on our side of the accepted property line I did not believe it necessary to notify your clients.

2. As you have stated that a lot line survey was conducted, can you please send us the entire report. Please include the surveyors contact information & license number as well if it's not part of the survey document.

3. We would like to refrain from addressing any comments regarding the fence location, construction or other claims of encroachment until we review the survey.

4. In your letter you have an estimated cost and type of fence to be constructed. Can you please provide the written estimate received by your clients for the work to be done. Additionally, please provide any drawings or designs. If the estimate does not include the contractor and architect (if

applicable) which was engaged for the estimate, please provide their contact information as well as their license number.

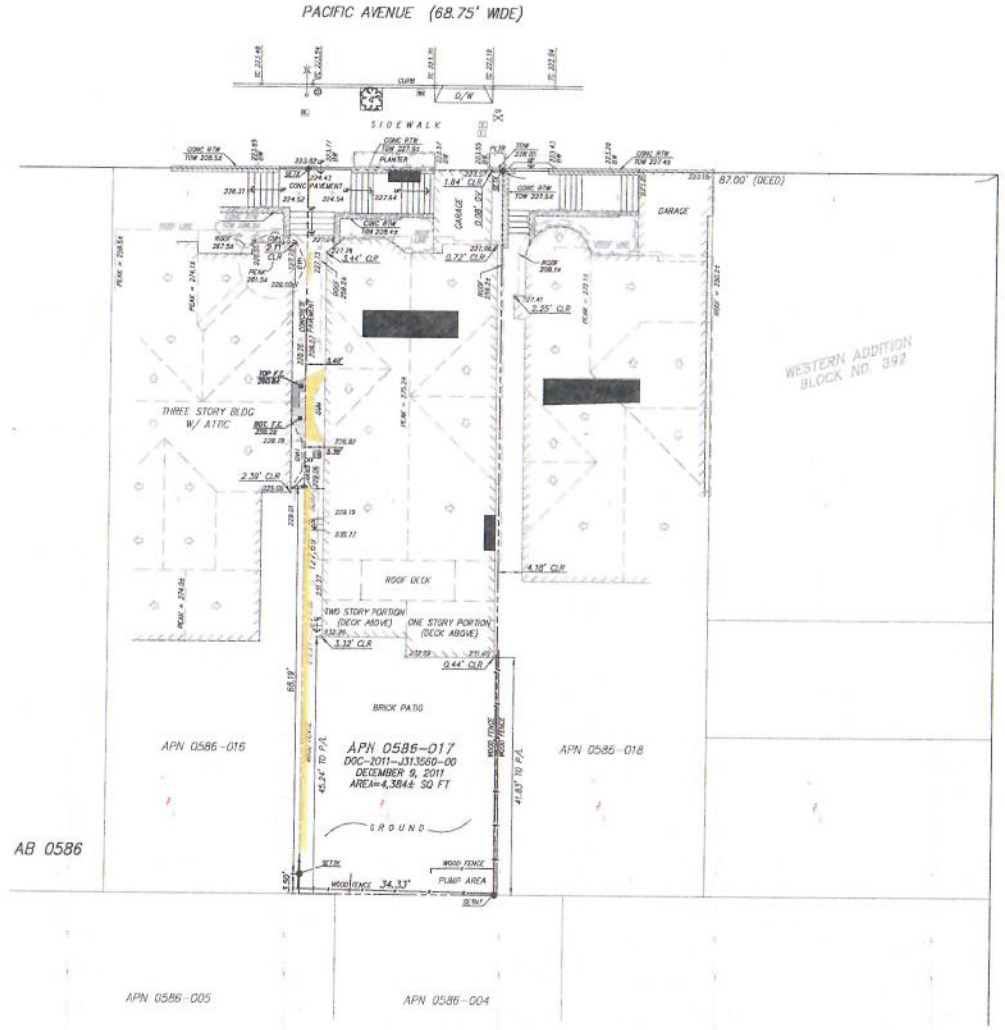
5. With regards to the shared fire escape, what you refer to as a "metal catwalk or fire escape structure", this is a shared fire escape which has been used to save life and property. Additionally, we have allowed your client's contractors to access it from our house to inspect their roof and solar in the past.

Until we have received the requested information we are unable to make any decisions. Additionally I may have our architect Darren McMurtrie, in copy, reach out to you with more questions or need for clarification. I am happy to have a conversation once we've had time to review the documents as I feel emails can be misinterpreted, but wanted to make sure you knew we were looking into this.

Regards,
James Lipset

Sent from my iPad

EXHIBIT 7



GRAPHIC SCALE

1 inch = 10 feet

BENCH MARK

PACIFIC AVENUE AND STEINER STREET (SE CORNER)
+ CUT W END LOWER BRICK STEP
ELEV = 223.07 FEET (CITY DATUM)

LEGEND

- PROPERTY LINE
- ADJACENT PARCEL LINES
- RIGHT OF WAY LINE
- FENCE LINE
- ROOF LINE
- BUILDING LINE
- SET NAIL & 3/4" DIA BRASS TAG LS 6975 (SET/NT)
- SET CROSS (SET/X)
- SET TACK (SET/TK)
- CLEANOUT
- WATER METER
- GAS VALVE
- DROP INLET
- ELECTRIC BOX
- STREET LIGHT BOX
- ELECTROLIER
- ROOF PITCH

ABBREVIATIONS

AB	ASSESSOR'S BLOCK
APN	ASSESSOR'S PARCEL NUMBER
BLDG	BUILDING
BOT	BOTTOM
BW	BACK OF SIDEWALK
CLR	CLEAR
CONC	CONCRETE
DW	DRIVEWAY
ELEV	ELEVATION
F.E.	FIRE ESCAPE
OV	OVER
OVH	OVERHANG
P/L	PROPERTY LINE
PLTR	PLANTER
RTW	RETAINING WALL
SQ FT	SQUARE FEET
TC	TOP OF CURB
TOW	TOP OF WALL

NOTE TO ANYONE HAVE ANY INTEREST IN THIS MAP.
PLEASE BE ADVISED OF THE FOLLOWING:

1. THAT ALL TITLE INFORMATION HEREON (INCLUDING EASEMENTS IF ANY) WAS PREPARED SOLELY FOR AND IN STRICT CONFORMANCE WITH OUR CLIENT'S AND/OR HIS AGENT'S REQUIREMENTS. THE FOLLOWING INFORMATION WAS SUPPLIED TO TRANSAMERICAN ENGINEERS: □ DEED □ TITLE REPORT □ A.P.N. □ ADDRESS OF THE P.M.D.

   FURTHERMORE, WE HEREBY DISCLAIM ANY AND ALL TITLE SEARCH RESPONSIBILITIES AS BEING BEYOND OUR CONTRACT AND COMMITMENT TO OUR CLIENT.

2. THAT THIS MAP WAS PREPARED AS A PROFESSIONAL INSTRUMENT OR SERVICE AND THAT IT REMAINS THE PROPERTY OF TRANSAMERICAN ENGINEERS WHETHER THE PROJECT (IF ANY PROPOSED) ON THIS SITE IS CONSTRUCTED OR NOT.

3. THAT ANY INFORMATION ON THIS MAP AND ANY DOCUMENT(S) PREPARED BY TRANSAMERICAN ENGINEERS IN RELATION HEREOF SHALL NOT BE USED FOR ANY OTHER PURPOSE THAN FOR BUILDING PERMITS.

   FURTHERMORE, THE USE OF THIS MAP FOR ANY OTHER PURPOSES WHATSOEVER INCLUDING ENGINEERING DESIGNS OF OFFSITE OR ONSITE IMPROVEMENTS IS BEYOND THIS MAPS PURPOSE, INTENT & CONTRACT. TRANSAMERICAN ENGINEERS DISAVOWS ANY AND ALL RESPONSIBILITIES, LIABILITIES WHICH SHALL REST UPON THE PARTY USING OUR INFORMATION BEYOND THE ESTABLISHED LIMITATION ABOVE.

4. THAT ANY IMPROVEMENT CHANGES WITHIN THIS SITE OR THE ADJACENT SITES THEREOF AS WELL AS TITLE TRANSFERS OF THE PROPERTY IN QUESTION (EXCEPT FOR ALTA MAPS) AND/OR THE LAPSE OF 3 OR MORE YEARS FROM THE DATE OF THIS MAP (WHICHEVER COMES FIRST) SHALL VOID ALL INFORMATION HEREON UNLESS A RE-SURVEY IS ORDERED TO RECERTIFY, UPDATE OR RE-CERTIFY THIS MAP.

5. THAT THIS INFORMATION SHALL NOT BE USED FOR ANY IMPROVEMENT STAKING UNLESS STATED IN ITEM NO. 3 ABOVE.

6. THAT THE USE OF THIS MAP BY OTHER CONSULTANTS OR CONTRACTORS ON BEHALF OF OUR CLIENT SHALL PROMPT THE IMMEDIATE FULFILLMENT OF ALL CLIENT'S OBLIGATIONS TO TRANSAMERICAN ENGINEERS UNLESS OTHERWISE AGREED TO.

7. THAT UNDERGROUND UTILITIES (IF ANY) SHOWN HEREON WERE OBTAINED FROM INFORMATION PROVIDED TO TRANSAMERICAN ENGINEERS BY UTILITIES COMPANIES. TRANSAMERICAN ENGINEERS DOES NOT ASSUME ANY RESPONSIBILITY FOR THEIR EXISTENCE OR ACCURACY.

8. THAT SURFACE UTILITIES, MANHOLES, ETC. AS SHOWN HEREON WERE LOCATED BY FIELD SURVEY.

9. IT SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS INVOLVED TO RESOLVE ALL ISSUES REGARDING PROPERTY DISPUTES WHICH MAY ARISE OUT OF INFORMATION SHOWN HEREON.

SPECIAL NOTES

1. ELEVATIONS SHOWN AS "ROOF ELEV" HEREON ARE IN FACT THE ELEVATIONS OF THE HIGHEST POINT OF SIDE WALLS. THESE ELEVATIONS MAY BE EITHER THE ROOF OR THE PARAPET ELEVATION OF SUCH ROOF. FLAT ROOF LEVELS WERE NOT VISIBLE FROM SURVEY POINT.
2. "PARAPET ELEV" SHOWN HEREON ARE THE HIGHEST POINT OF SUCH PARAPET.
3. "ROOF PEAK ELEV" AND "EAVES ELEV" (IF ANY SHOWN HEREON) ARE THE HIGHEST POINT OF ROOF PEAKS AND THE LOWEST POINTS OF ROOF EAVES RESPECTIVELY.
4. DUE TO LIMITED ACCESS TO THE REAR OR THE ADJACENT AND/OR THE PARAPET SUBJECT BUILDING(S) AND/OR COVERED STRUCTURE(S) AT THE TIME OF THIS SURVEY, THE TOPOGRAPHIC DATA FOR THOSE BUILDING(S) AND/OR STRUCTURE(S) IS NOT SHOWN HEREON.
5. IT SHALL BE THE RESPONSIBILITY OF OUR CLIENT TO CALL OUR OFFICE IN ORDER TO HAVE OUR BI-ORDER TO HAVE OUR SURVEYORS LOCATE ADDITIONAL INFORMATION AND/OR STRUCTURE(S) ONCE THE SITE HAS BEEN CLEARED. WE REQUIRE AN ADVANCE NOTICE OF FOUR (4) DAYS MORE OR LESS.
6. ALSO, NOTE THAT THERE WILL BE ADDITIONAL CHARGES FOR SUCH STAKING AS IT IS NOT A PART OF THE SCOPE OF THIS JOB'S CONTRACT.

PRELIMINARY

Job No.: 7170
Sheet No.: 1 OF 1
Date: NOVEMBER 2022
Surveyed by: DP/MM — Date: 11/22
Destroyed by: MA — Date: N/A
Drawn by: JT — Date: 11/22
Checked by: BP — Date: 11/22
Scale: AS SHOWN

TRANSAMERICAN ENGINEERS
1390 Market Street, Suite 201
San Francisco, CA 94102
Tel: (415) 551-4002 Fax: (415) 920-4071
Email: info@transamericanengineers.com

ARCHITECTURAL TOPOGRAPHIC SURVEY
ASSESSOR'S PARCEL No. 0586-017
2507 PACIFIC AVENUE
SAN FRANCISCO CALIFORNIA

LICENSED LAND SURVEYOR — BRIAN A. PURVIS — Exp. 06/30/2023 — No. 6975 — STATE OF CALIFORNIA

Approved by:

Chief Surveyor License No. 6975
Expires: 6/30/2023

Revisions	By

EXHIBIT 8

From: Stephen M. Williams
Sent: Tuesday, January 17, 2023 3:29 PM
To: James & Nicky Lipset <lipsetfamily@gmail.com>
Cc: Darren McMurtrie <d@mcm-a.com>; Lipset Svc <lipsetsvc@sbcglobal.net>
Subject: RE: Fencing Notice Under Civil Code 841

Mr. Lipset:

Thank you for your prompt email response, I have forwarded it to the Weinsteins. They contacted me only after you removed the shared front gate and fence. As you may recall, Mrs. Weinstein asked you if you intended to replace it shortly after you had it removed, and you stated it would not be replaced. Perhaps if you had consulted with them before you had it removed, the issue may have been resolved without legal counsel. They have provided me with photos of the prior existing historic wrought iron front gate fencing, and it does not appear to have been damaged or "falling apart." At any rate, as set forth in the Fencing Notice, it is their intention to replace it and to construct a boundary fence the length of the property line as determined in the survey.

As you requested, I am forwarding to you a copy of the lot line survey conducted by Transamerican Engineers. The survey has been filed with the City as required and given the long history of this block, it is very well mapped and platted. I don't believe there is any confusion or dispute about the location of the boundary line. For confirmation, I have reviewed the sets of plans your architects or designers (there is no information on the plans as to the authors) have filed for your project over the last five years or so and the depiction of the property line in your plans seems identical to that found by the surveyors. The location of the "existing property line" is shown in your site plans and depicted in the north and south elevations in the sets of plans you filed in August and September 2018. The survey appears to agree with the plans used for your project regarding the location of the boundary line between the properties. Your plans also show the encroachments of the fire escape and the trim or molding. I am informed that the surveyor marked the location of the property line in the breezeway with pink paint.

We will be revisiting the cost estimate and design for the fencing work and would like to have your input on it. We would be pleased to have the parties work together on this fencing project as envisioned in the Civil Code and California's Good Neighbor Fence Law. What we provided in the Fencing Notice was a rough estimate to try and get a conversation started. When firm designs or estimates are obtained, we will be happy to share those with you and would welcome any ideas you all may have about the new fence. The initial thoughts are that a black wrought iron fence approximate in design to that which both houses have facing the street and the remaining portion of the gate would be most in keeping with the architecture of the homes and would take up the least amount of width/space as it runs down the alley, but we are open to suggestions.

Please forward any information, approved plans, job cards and the like you may have for the encroaching fire escape. I am unaware of any code section or local equivalency that would allow any structure (especially a fire escape) to be constructed to encroach over a property line and attach to another building. There is a provision in the building code that allows for construction of emergency fire escape and "rescue egress" through the interior of a building when buildings are constructed to the lot line, but I know of no circumstance when any structure can encroach

over the boundary line. The fire escape cannot be "shared" as there is no way to access it from the eastern side and there are no openings which lead to it from the Weinstein home. The fire escape should lead to a portion of the roof on your building and should not cross the property line. Perhaps it needs to be relocated. I noted on the plans there is a stamp with the admonition to, "Upgrade to current code of any part of building." So, the old fire escape should be addressed before your project is completed. My research shows that it was first erected in 1964 but I could not find a plan, job cards or any other notes of how it came to be built across the property line. Inspections of fire escapes are required every five years and I could not find a record of those either. It should be removed from the Weinsteins' home and should not be across the property line.

Again, thank you for your response and we look forward to working with you on this matter.

Steve Williams
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1934 Divisadero St.
San Francisco, CA 94115
Ph: (415) 292-3656
Fax: (415) 776-8047
Web: stevewilliamslaw.com

EXHIBIT 9

From: Stephen M. Williams
Sent: Monday, January 30, 2023 11:50 AM
To: James & Nicky Lipset <lipsetfamily@gmail.com>
Cc: Darren McMurtrie <d@mcm-a.com>; Lipset Svc <lipsetsvc@sbcglobal.net>
Subject: RE: Fencing Notice Under Civil Code 841

Mr. Lipset:
It has been several weeks since I sent you the initial email notice and then forwarded the survey to you at your request. You stated you were still in the information gathering phase and so I wanted to check in with you to see if you have any ideas or input on the proposed new fencing and dealing with the encroachments. I did not hear from your architect Mr. McMurtrie, as you suggested I might. We hope to have a more detailed bid and plan for construction of the fence for you sometime this week. Do you want to take the lead on removal of the encroachments while you still have open permits and contractors on site, or do you prefer that the Weinsteins construction crew deal with them when they start the fence building project? Anyway, the goal on January 11 was to start a conversation and so I wanted to check back in with you and see if there has been any progress or thoughts on your side of this matter. Looking forward to hearing from you.

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1934 Divisadero St.
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Fax: (415) 776-8047
Web: stevewilliamslaw.com

EXHIBIT 10

From: James & Nicky Lipset <lipsetfamily@gmail.com>
Sent: Wednesday, February 1, 2023 6:16 PM
To: Stephen M. Williams <smw@stevewilliamslaw.com>
Cc: Darren McMurtrie <d@mcm-a.com>; Lipset Svc <lipsetsvc@sbcglobal.net>
Subject: Re: Fencing Notice Under Civil Code 841

Hello Mr Williams,
First, in general terms we will agree with sharing the cost of the replacement of the property line fence in the rear yard area. We'd just like more clarity regarding the configuration, design and materials.

We do have concern over the recent survey done by Transamerican Engineers as it appears to show our property as smaller than what we had understood. As you may know, we had surveyors provide property line work at the northwest side of our property, we'd like to have them come out again and verify these conditions prior to the installation of any new fencing.

We completely understand and agree with what we presume to be your concern regarding security. In lieu of a low fence at the front of the properties, along the property line, this is something that has never existed and we feel isn't historically appropriate to install. (We have been told there was a hand rail at the top of the steps at one point in time, that extended approximately 10' not the total length of the property.) We'd prefer having a shared/locked gate between the two buildings rear the top of the stairs toward the north side, leaving the majority of the space between the buildings open at the front area and until the rear area where a shared property line fence currently occurs. It just makes the space in the front area consistent with the historical configuration and the interstitial area larger/wider for both properties while being secure. We hope that this is a feature which you would agree is with mutual benefit.
Regarding the front gate, ours was in a state of disrepair/broken and it was not easy to use; it had to be lifted off the ground as the top hinge had failed causing the gate to remain open on the ground. It was removed during our project and we had understood that a gate wasn't allowed by PGE as part of their required electrical panel access. We're open to installing a new gate, as long as it doesn't conflict with their requirements. As you mentioned in your previous email, your client had emailed us regarding the front gate. At no time did they express any displeasure with regards to the removal of the gate. We will note here that in addition to what was mentioned in the email, the gate was removed after we were told where our meter was to be located by PG&E. This occurred late in the project not at the beginning of the project as is stated in the email. We have attached the email for your review, as again we were surprised to find out about this from you and not from our neighbor directly.

We're not presently clear on materials/areas that encroach beyond the property line. It might be helpful to have a conversation on site or have photos that might clearly indicate the areas to which you are referring. Certainly, once the property line is clearly established/agreed, we should be able to easily resolve any minor encroachments that may have occurred.

Finally with regards to the fire escape we disagree with your statement that it is not a shared fire escape. While it may no longer be accessible by your clients as the windows were boarded up and it appears that a piece was removed leading to boarded up window on the top floor, that does not change the fact that when it was installed in the 1960s, based on your statement, it was a shared fire escape. Additionally you should be aware that it is painted to match your clients house. We will again restate that your clients have had contractors use the fire escape to reach their roof.

Please let me know what materials your client is thinking for the rear yard fence and if they have had a quote made. We will ask our general contractor to also quote the rear yard fence, but again would like to quote similar materials for an apples to apples comparison. If you have no real preference we can speak to him about what he thinks is best.

Regards,
James Lipset

EXHIBIT 11

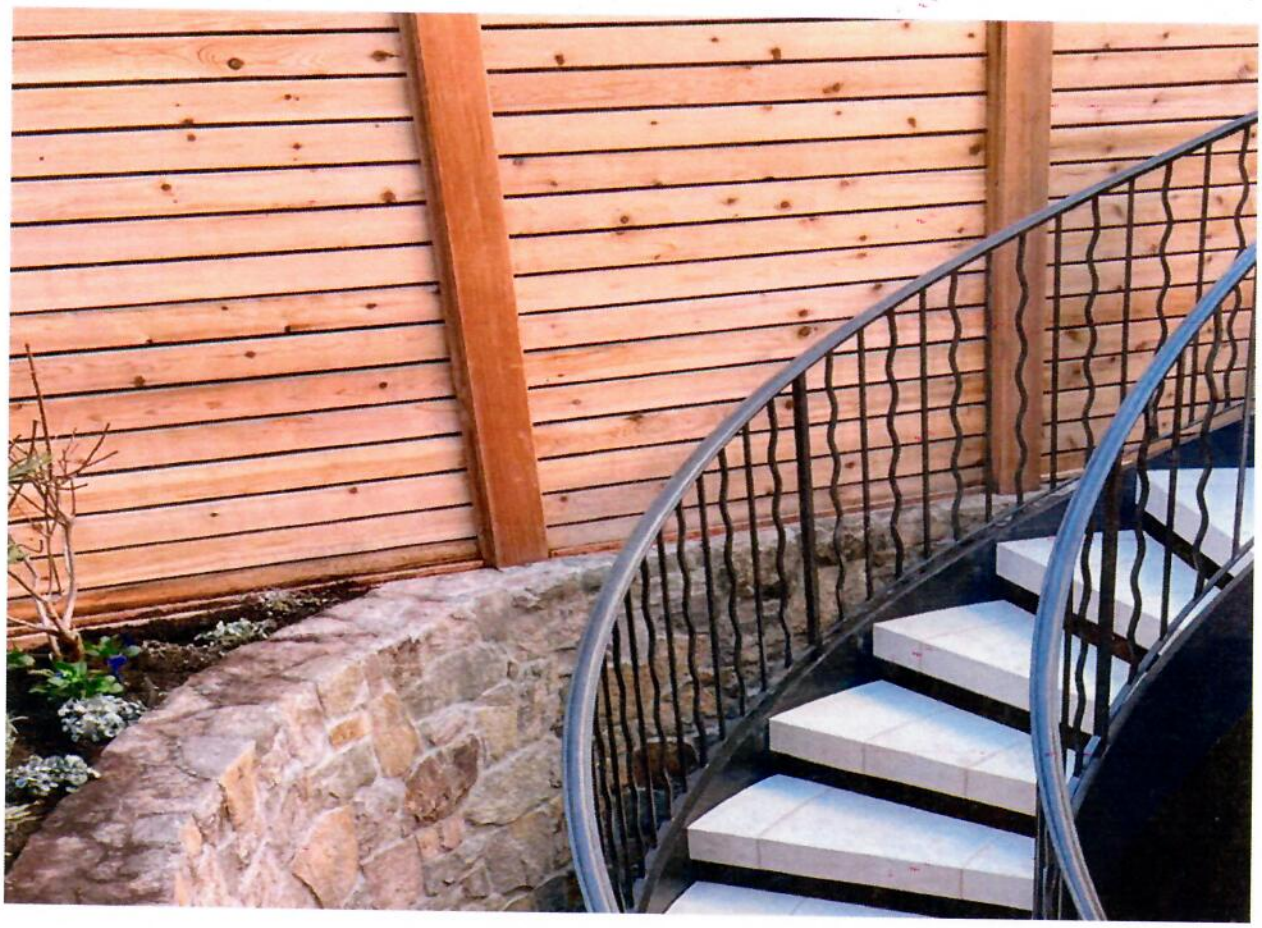
From: Stephen M. Williams
Sent: Tuesday, February 14, 2023 3:25 PM
To: James & Nicky Lipset <lipsetfamily@gmail.com>
Cc: Darren McMurtrie <d@mcm-a.com>; Lipset Svc <lipsetsvc@sbcglobal.net>
Subject: RE: Fencing Notice Under Civil Code 841

Mr. Lipset:
Following up on our earlier correspondence wanted to share with you the budget received for the fencing work from the Toboni Group yesterday and confirm that you have satisfied yourself on the location of the property line. As I mentioned earlier, there is no confusion or dispute about the location of the property line and all the drawings you have on file with the City for your recent project match the location of the boundary line pinpointed in the Transamerican survey on file with the City Surveyor's Office. As I noted in an earlier email to you, the Transamerican surveyors marked the location of the property line with pink paint, so it is easy to locate. For example, the photo below shows one of the pink paint marks.

As far as the design and location of the new fence, for security and privacy reasons the clients are really not interested in leaving the area between the buildings open, apparently since the removal of the front gate some passersby have accessed the area. As envisioned by the statutory scheme, the current fencing will be removed and a fence located on the property line will be

placed all along the boundary. Please remove any items that are over the boundary line as the workers will start the project by demolishing the existing fence.

The plan is to have a new black metal fencing and front gate put in place exclusively on my clients' property at the northwest corner of their property and attempt to match the existing remaining black metal fence in the front of their building. Once the fencing reaches the start of the breezeway at the front of the buildings, the plan is to transition the fence to a horizonal cedar planking (without knotholes) and run that fence design to the rear property line. Here is a photo of the fence design that is to be used starting at the breezeway when the black metal fence will end, and which will be extended to the rear boundary line of the properties.



As far as the encroaching fire escape, all openings on my clients' building at that upper level on the west side were closed approximately 12 years ago, long before they purchased the building. Even assuming it was "shared" previously, (you have not shared with me any documents I asked for a month ago including your survey or any inspection or maintenance records) it can no longer serve that function and could not in more than a decade. If access is needed to the roof by the owner of 2507 Pacific Ave., it can obviously be achieved in other ways. While it does appear to have been installed with permits for 2509 Pacific Ave some 60 years ago, no permits were obtained to allow it to cross the property line and no permits were obtained for work on the 2507 Pacific Ave. side of the property line or to allow it to be attached to that building. My clients intend to remove it as it is unsightly and constitutes a fire hazard.

If you have any questions, please feel free to call me or shoot me an email. The workers hope to get started within the next several weeks.

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Web: stevewilliamslaw.com

EXHIBIT 12

From: Stephen M. Williams
Sent: Friday, February 17, 2023 3:04 PM
To: James & Nicky Lipset <lipsetfamily@gmail.com>
Cc: Joey Toboni <joey@tobonigroup.com>; Dan Phipps <dan@dpaweb.com>; Jamie Weinstein <jamiew@gmail.com>; Rory L. Weinstein <rory_leventhal@yahoo.com>
Subject: Request for Cooperation in Removal of Fire Escape Over the Property Line at 2507 & 2509 Pacific Ave

Mr. Lipset:
I am following up to the correspondence we have exchanged about the fire escape which extends from your property at 2509 Pacific Ave., across the property line to the east and is attached to the home at 2507 Pacific Ave. In my recent discussions with a very senior DBI official I have confirmed the obvious, that it is not legal and may not be allowed to remain. While there are permits and a CFC sign off for a fire escape on your property dating from 1964-65, there are no related plans to show how a fire escape on your property was to be built. More importantly, there are no related permits or plans for 2507 Pacific Ave that might possibly have legally allowed this structure over the property line. Once the structure crossed the property line then it was necessary to have permits and approvals in hand for the other property as well and that never happened. There is no recorded easement, no license agreement or any of the "usual" legal ways to possibly accomplish something so unusual. Absent something extraordinary like that I doubt seriously if it was ever "legal" or inspected or specifically signed off on by the Dept. and it certainly is not legal or workable now and will be ordered removed as a violation of the building code and a fire hazard for both buildings. I also could not find any records of it ever having been inspected as required every five years.

At any rate, the purpose of my note is to request that you voluntarily agree to have the structure removed and that the parties jointly figure out how to go about removing it. Approaching you to see if you would cooperate was suggested to me by the senior DBI official I have discussed this case with and so this is hopefully something we can move on quickly. The Toboni Group has indicated that they would be willing to remove it when they do the fence work so it would be ideal to get that going as well. Please let me know if this is an endeavor with which you will cooperate so that we can pull joint permits for its removal.

Thank you.

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EXHIBIT 13

GENERAL NOTES

1. OWNERSHIP OF DOCUMENTS: The drawings, specifications and reproduction there of are instruments of service, and shall remain the property of Dan Phipps Architects.

2. GENERAL CONDITIONS: A.I.A. Document **A107 2007 "Form of Agreement Between Owner and Contractor" and A201 2007 "General Conditions of the Contract for Construction" ** shall apply to all work and sections of the specifications. Copies are available upon request at the office of the Architect.

3. QUALITY: The General Contractor shall insure the highest standards of quality in all aspects of work.

4. CODES: The General Contractor shall be responsible for providing all work and materials in accordance with all local regulatory agencies, the latest applicable building codes and requirements as follows:
2016 CALIFORNIA BUILDING CODE (CBC)
2016 CALIFORNIA PLUMBING CODE (CPC)
2016 CALIFORNIA MECHANICAL CODE (CMC)
2016 CALIFORNIA ELECTRICAL CODE (CEC)
2016 CALIFORNIA ENERGY CODE
2016 CALIFORNIA FIRE CODE (CFC)
2016 CALIFORNIA GREEN BUILDING STANDARDS CODE

** LOCAL COMMUNITY CODE **
Any work found in these documents not in conformance shall be brought to the attention of the Architect prior to commencement of any related work.

5. PERMITS: General Contractor shall apply for and obtain at his/her sole expense all necessary construction permits required by all applicable building codes and regulatory city and state agencies except as otherwise determined by the Architect.

6. INSURANCE: The Contractor and Subcontractor(s) shall purchase and maintain certification of insurance with respect to Workman's Compensation, public liability and property damage for the limits as required by law. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions in connection with the work as required by law.

7. SCHEDULE: Upon the submittal of the final contracted costs, the General Contractor shall submit a specific construction schedule indicating the required construction time for all Subcontractors' and General Contractor's work.

8. EXAMINATION OF THE SITE: The Contractor shall thoroughly examine the site and satisfy himself/herself as to the conditions under which the work is to be performed. He/she shall verify at the site all measurements affecting the work and shall be responsible for the correctness of same. No extra compensation will be allowed to the Contractor for the expenses due to the neglect or failure to discover conditions which affect the work.

9. CONSTRUCTION FACILITIES: Temporary utilities and toilet facilities, if needed during the construction period, shall be provided by the Contractor in locations as approved by Owner.

10. SEQUENCE OF RENOVATION WORK: In the event any special sequencing of the work is required by the Owner, the Contractor shall arrange a conference before any such work is begun to develop the schedule.

11. DOCUMENT CONFLICTS: The drawings and specifications are intended to agree and to supplement each other. Anything indicated in part of the drawings or specifications and not in other parts shall be executed as if in agreement. In cases of direct conflict, the most restrictive shall govern. Discrepancies shall be brought to the attention of the Architect prior to the commencement of any related work.

12. MEASUREMENTS: All dimensions shown on the drawings shall be verified by taking field measurements. Proper fit and attachment of all parts is required. Before commencing work, check all lines and levels indicated and such other work as it has been completed. Should there be any discrepancies, report immediately to the Architect for correction or adjustment. In the event of failure to do so, the Contractor and Subcontractors shall coordinate the layout and exact location of all partitions, doors, windows, electrical/communications outlets, light fixtures and switches with Architect in the field before proceeding with construction.

13. DIMENSIONS: All dimensions to existing walls are from face of wall finish, and to new work are to face of wallboard finish or exterior wall finish unless otherwise noted. All heights are dimensioned above finished floor unless otherwise noted. Preference shall be given to the figured dimensions on the drawings over scaled measurements and to detailed drawings over general drawings. If dimension is taken to scale or if conflict exists, confirm with Architect prior to execution.

14. COORDINATION: Contractor shall verify that no conflicts exist in locations of any and all mechanical / communications / electrical / lighting / plumbing equipment (to include all piping, ductwork and conduit) and that all required clearances for installation and maintenance of above equipment are provided. Any such conflict shall be brought to the attention of the Architect prior to the commencement of related work.

15. PRODUCTS: Drawing references to specific products of a Manufacturer shall conform to Manufacturer's latest published specifications and details and shall be delivered, stored, installed and protected in accordance with Manufacturer's instructions. Contractor to furnish copies of such material when requested by Architect. Provide operating and maintenance instructions to Owner.

16. ALLOWANCES: Material unit allowances, when stipulated by these Documents shall be the cost of items, including tax, from the distributors prior to mark-ups by any Subcontractors or the General Contractor. Cost of waste overages, labor for construction, delivery and all associated mark-ups as required for complete installation shall be included as part of the Base Bid.

17. SUBMITTALS & SHOP DRAWINGS: All items requiring color selection, shop drawings, samples, etc. shall be submitted to Architect in 3 sets to be checked for conformance to design intent before proceeding. Architect will return 2 sets with stamps, signatures and notes when appropriate.

18. DELIVERY DATES: During the negotiation and building period, the General Contractor and Subcontractor(s) shall confirm in writing approximate on-site delivery dates for all construction materials as required by the construction documents and shall notify the Architect in writing of any possible construction delays affecting occupancy that may arise due to the availability of the specified products. Contractor shall notify Owner of necessary schedule for delivery of Owner-supplied materials in adequate time for construction.

19. STORAGE: Contractor shall be responsible for delivery, handling and storage of all materials and equipment. Security shall be maintained and interior of building shall be kept free of stored or unattended combustible material, oily rags, safety hazards or personal garbage. Site shall be maintained in an orderly manner.

20. TITLE 24: Work shall comply with California Title 24 Energy Mandatory Measures as listed in these drawings.

21. TYPICAL (TYP): Means identical for all similar conditions unless otherwise noted.

22. SIMILAR (SIM): Means comparable characteristics for the item noted. Verify dimensions and orientation.

23. SUPPLIED BY OWNERS (S.B.O.): Owner-supplied items to be coordinated and installed by the Contractor.

24. VERIFY IN FIELD (V.I.F.): Means the Contractor is to field check condition prior to setting dimensions or proceeding with work noted. Notify Architect of potential conflicts or problems.

25. CLEAN-UP: Complete "broom" cleanup of the construction site and all areas outside the construction limits that may be affected by the work shall be an integral part of the work performed under this contract. All construction equipment, surplus materials, barricades and debris shall be removed from the site. Dirt, paint, putty, etc. shall be cleaned from finish surfaces.

26. PUNCH LIST: A final punch list of corrections and/or incompletions shall result from an inspection by the Architect when notified of substantial completion by the Contractor. The Contractor shall then promptly complete all items and notify the Architect upon completion of all items for a final inspection and approval of final payment.

27. PROTECTION: The existing building and its contents shall be protected as required during construction of new work. Provide temporary membranes as necessary. Provide covering for all remaining carpet, furnishings and existing millwork and finishes in areas of demolition and construction. Any occupied area or areas outside the area of construction or demolition shall be protected from damage, dust and debris. Contractor shall be responsible for the repair of any damages, clean up of dust or debris caused by the work.

28. REPAIRS: The General Contractor shall be responsible for correcting any finish defects found in the existing base building construction in the area of new work where scheduled, including but not limited, to uneven surfaces and finishes at plaster or gypsum board. The General Contractor shall patch and repair adjacent existing surfaces to match adjoining new surfaces.

29. LIMITS OF RENOVATION WORK: Renovation work zone limits may be established on the drawings or with the Owner and the Architect. Contractor and tradesmen shall coordinate their work with one another within these limits. Precautions shall be taken as required to minimize disturbances of building occupants or their furnishings if they remain during the construction period and to maintain non-work areas unobstructed and clear of debris.

30. SALVAGE: All existing items deemed salvageable by the Owner will either have been indicated on the drawings, removed prior to the start of demolition or will be directed by the Owner to be stored by the Contractor and shall remain the property of the Owner. Items to be relocated will have been indicated on the drawings.

31. DEMOLITION WORK: The Contractor shall entirely demolish and remove from the site any structure or portion thereof indicated to be removed.

32. BEARING WALLS AND STRUCTURAL MEMBERS: Where demolition is to occur, Contractor shall determine locations of existing structural members and bearing walls being removed and verify resolution of support for existing loads with Architect before proceeding with demolition work.

33. ASBESTOS: During demolition phase or work, inspect for existing asbestos. If present, make recommendations to Owner for abatement.

APPROVED BY KIRK BALSA
MAR 14 2023
PLANNING DEPARTMENT

PROJECT DIRECTORY

ARCHITECT:
DAN PHIPPS ARCHITECTS
1031 POST STREET
SAN FRANCISCO, CA 94109
T: (415) 776-1606
F: (415) 776-3972

PROJECT INFO

OCCUPANCY GROUP: R-3
STORY: 4 STORIES
CONSTRUCTION TYPE: V-B

PROJECT SCOPE

SCOPE OF WORK: REMOVE (E) NON-CONFORMING FIRE ESCAPE AT WEST SIDE OF PROPERTY

Carey McElroy, DBI
MAR 14 2023

APPROVED
Dept. of Building Insp
San Francisco
MAR 15 2023

VICINITY MAP

NORTH

DRAWING INDEX

ARCHITECTURAL DRAWINGS	
A - 0	COVER SHEET
A - 1.0	EXISTING SITE PLAN
A - 2.1	EXISTING THIRD AND FOURTH FLOOR PLANS

dpa

DAN PHIPPS
ARCHITECTS PC

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San Francisco, CA
94109-5602

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f 415.776.3972
www.dpaweb.com

WEINSTEIN
RESIDENCE

2507 PACIFIC AVENUE
SAN FRANCISCO, CA
94115

2023-0314-3618

Date: DECEMBER 10, 2022

Scale: NA

Drawn: IY

Job: 2210

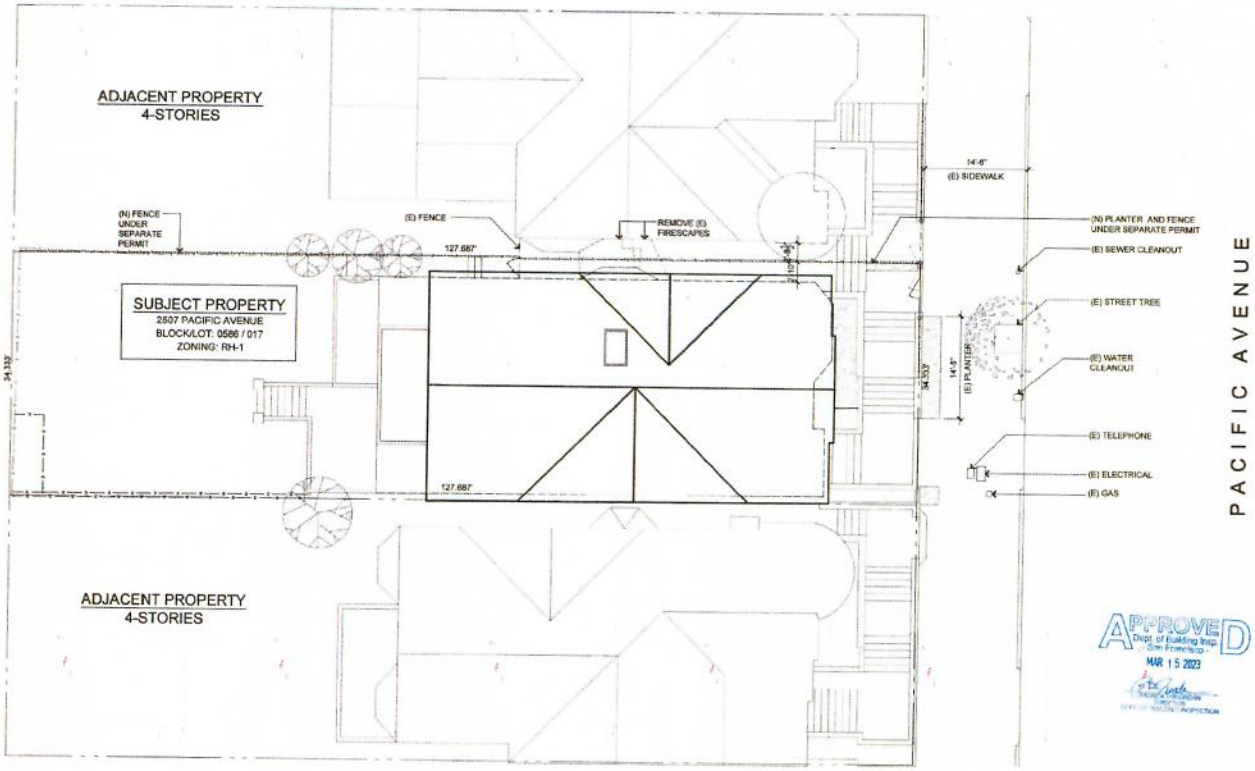
Revision:

LICENSED ARCHITECT
DAN WILLIAM PHIPPS
No. C15366
STATE OF CALIFORNIA

COVER
SHEET

RECEIVED
MAR 14 2023
DEPT OF BUILDING INSPECTION
THIS PLAN MEETS THE QUALITY STANDARD FOR INTERPRETATION

A - 0



EXISTING SITE PLAN

NORTH

Carey McElroy, DBI
MAR 14 2023

APPROVED
Dept of Building Insp.
San Francisco
MAR 15 2023

APPROVED BY RYAN BALBA
MAR 14 2023
PLANNING DEPARTMENT

dpa

DAN PHIPPS ARCHITECTS PC

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San Francisco, CA
94109-5602

t 415.776.1606
f 415.776.3972
www.dpaweb.com

WEINSTEIN RESIDENCE

2507 PACIFIC AVENUE
SAN FRANCISCO, CA
94115

Date: DECEMBER 10, 2022

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

Drawn: IY

Job: 2210

Revision:

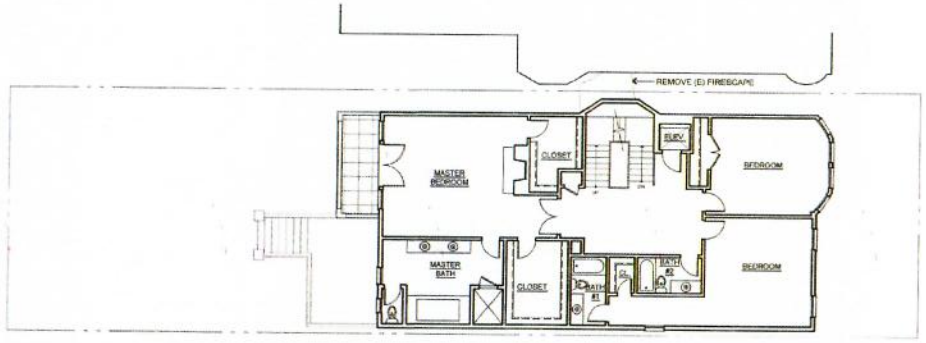
LICENSED ARCHITECT
DAN WILLIAM PHIPPS
No. C15366
Exp. 7-31-2023
STATE OF CALIFORNIA

EXISTING SITE PLAN

RECEIVED
MAR 14 2023
DEPT OF BUILDING INSPECTION
THIS PLAN MEETS THE QUALITY STANDARD FOR REPRODUCTION ACCEPTED

A - 1.0

EXISTING FIRE ESCAPE

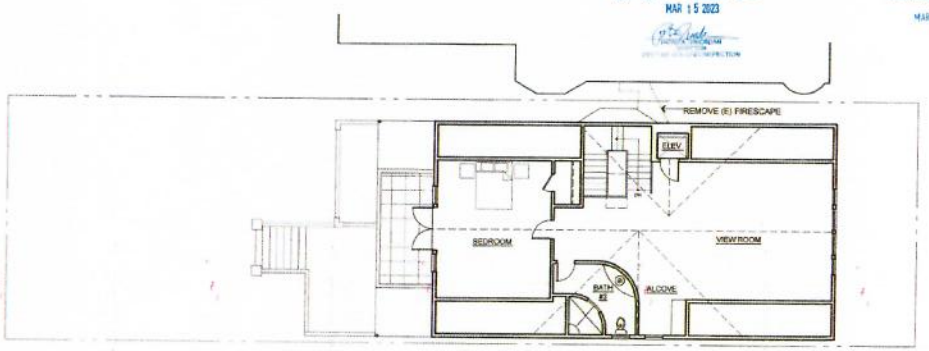


EXISTING THIRD LEVEL PLAN

NORTH

APPROVED
Dept. of Building Insp.
San Francisco
MAR 15 2023

Corey McElroy, DBI
MAR 14 2023



EXISTING THIRD LEVEL PLAN

NORTH

APPROVED BY IVAN SALDA
MAR 14 2023
PLANNING DEPARTMENT

RECEIVED
MAR 1 - 2023
DEPT. OF BUILDING INSPECTION
THIS PLAN MEETS THE QUALITY STANDARD FOR REPRODUCTION ACCEPTED

dpa

DAN PHIPPS
ARCHITECTS PC

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WEINSTEIN
RESIDENCE

2507 PACIFIC AVENUE
SAN FRANCISCO, CA
94115

Date: DECEMBER 10, 2022

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

Drawn: IY

Job: 2210

Revision:

LICENSED ARCHITECT
DAN WILLIAM PHIPPS
No. C15306
Exp. 7-31-2023
STATE OF CALIFORNIA

EXISTING
THIRD AND
FOURTH
FLOOR PLANS

A - 2.0

EXHIBIT 14

Welcome to our Permit / Complaint Tracking System!

COMPLAINT DATA SHEET

Complaint Number:	**202307150**		
Owner/Agent:	OWNER DATA SUPPRESSED	Date Filed:	
Owner's Phone:	--	Location:	2507 PACIFIC AV
Contact Name:		Block:	0586
Contact Phone:	--	Lot:	017
Complainant:	COMPLAINANT DATA SUPPRESSED	Site:	
		Rating:	
		Occupancy Code:	
Complainant's Phone:		Received By:	JTRAN
Complaint Source:	WEB FORM	Division:	BID
Assigned to Division:	BID		

Description: date last observed: 24-APR-23; time last observed: 1:00 PM; exact location: Main Bldg; building type: Residence/Dwelling FIRE SAFETY/FIRE ESCAPE; WORK W/O PERMIT; ; additional information: The owners of 2507 Pacific Ave. are building a fence on the property line between 2507 and 2509 Pacific Ave which will block the fire escape which was permitted by the City in a permit application approved in the mid-1960s. We believe the permit application number was 307606. The fire escape has remained in that location since that time. The fire escape was recently inspected and is in a functioning condition. The fence being built will be of metal and 6 ft tall and prevent the fire escape from reaching the ground. ;

Instructions:

INSPECTOR INFORMATION

DIVISION	INSPECTOR	ID	DISTRICT	PRIORITY
BID	HELMINIAK	6354	4	

REFFERAL INFORMATION

COMPLAINT STATUS AND COMMENTS

DATE	TYPE	DIV	INSPECTOR	STATUS	COMMENT
04/25/23	OTHER BLDG/HOUSING VIOLATION	BID	Helminiak	CASE UPDATE	Case reviewed and assigned to district inspector per CM -jt
04/25/23	CASE OPENED	BID	Helminiak	CASE RECEIVED	
04/27/23	OTHER BLDG/HOUSING VIOLATION	BID	Helminiak	CASE CLOSED	It appears there is room to relocate the drop ladder away from proposed metal fence/property line. DRH

COMPLAINT ACTION BY DIVISION

NOV (HIS):

NOV (BID):

Inspector Contact Information

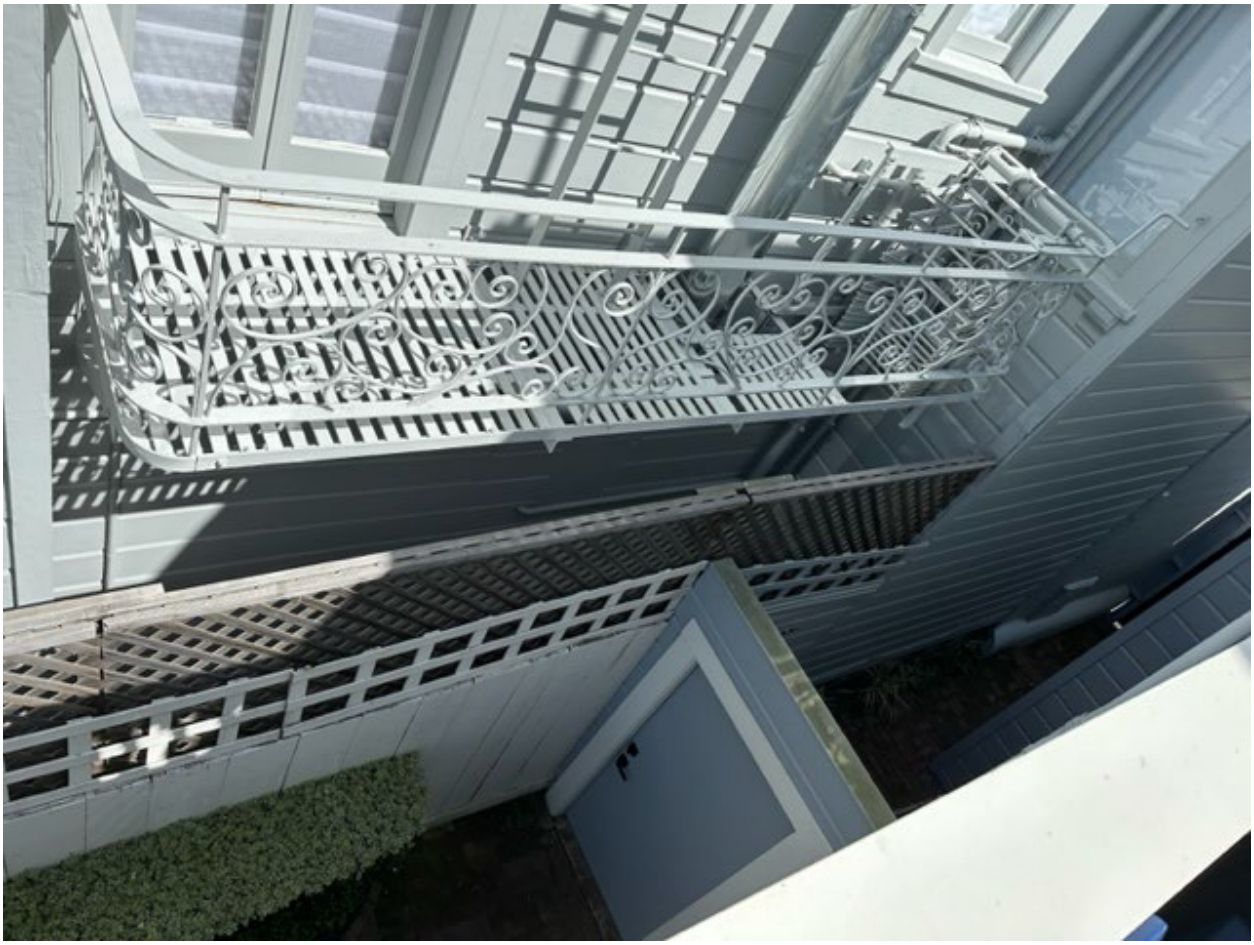
Online Permit and Complaint Tracking home page.

Technical Support for Online Services

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

EXHIBIT 15

These photos show a fire escape on the west side of 2224 Pacific Ave. that lowers into a very narrow space. Space is narrower than the walkway that 2509 Pacific Ave. has on its east side.




RESIDUAL

EXHIBIT 16


04-25-2023 Tue 08:52:40 AM
Front steps


04-25-2023 Tue 08:53:41 AM
Front steps


04-25-2023 Tue 08:54:02 AM
Front steps


04-25-2023 Tue 08:54:04 AM
Front steps

EXHIBIT 17

From: Stephen M. Williams <smw@stevewilliamslaw.com>
Sent: Friday, April 21, 2023 9:46 AM
To: Scott Freedman <scott@zfplaw.com>
Subject: Illegal Interference by Your Client-Demand to Cease and Desist

Scott:
Your client continues to harass and interfere with the workers who are installing the fence at the property line. As you and I have confirmed some weeks ago, the surveyors have conferred (as you requested) and the parties now agree upon the location of the property line. We have a permit and have given some 90 days of statutory notice under the Civil Code. In all that time (since early January) your client made no "legal" effort to stop the fence construction with a court action or an administrative challenge to the permitting and approval as was his privilege if he had any legitimate objection to the project. If he does not stop his illegal and frankly tortious behavior towards the fence crew my clients have authorized me to seek court intervention and damages.

There is really no excuse or justification for this type of behavior. Please advise your client.

Steve Williams

Law Office of Stephen M. Williams
1934 Divisadero St.
San Francisco, CA 94115
Ph: (415) 292-3656
Fax: (415) 776-8047
Web: stevewilliamslaw.com

From: Stephen M. Williams <smw@stevewilliamslaw.com>
Sent: Monday, March 6, 2023 3:03 PM
To: Scott Freedman <scott@zfplaw.com>
Cc: Jamie Weinstein <jamiew@gmail.com>; Rory L. Weinstein <rory_leventhal@yahoo.com>; Joey Toboni <joey@tobonigroup.com>; Dan Phipps <dan@dpaweb.com>
Subject: Illegal Interference with Construction Project--Demand to Cease and Desist

Scott:
I understand your client yelled at and harassed the construction crew who appeared this morning (as promised) to begin demolition and construction of the boundary fence between the properties at 2507 and 2509 Pacific Avenue. Please inform him that his illegal attempts to physically block or verbally assault the contractors will likely result in civil if not criminal action if he persists. The owners of 2507 Pacific Avenue have a construction permit and approved plans for the fence and have a survey showing the exact location of the property line on file with the City Surveyor which was used to obtain approval of the plans and the permit.

We provided your client Fencing Notice under Civil Code Section 841 of the intention to construct the fence two months ago. Not once over the past two month has, he (or you) disputed the location of the boundary line. As approved and noticed to you and your client months ago, the fence construction will go forward and if your client interferes again, he will likely find himself the subject of civil and criminal action. I expected better from you and your client considering that we gave months of notice (much more than what is suggested by the statutory scheme) and have acted with complete transparency, providing the survey and plans for the fence as well.

Consider this fair warning and added notice of the intent to proceed under the provisions of the code.

Steve Williams
Law Office of Stephen M. Williams
1934 Divisadero St.
San Francisco, CA 94115
Ph: (415) 292-3656
Fax: (415) 776-8047
Web: stevewilliamslaw.com

EXHIBIT 18

National Code

2012 IFC 1104.16.5.1 Fire escape stairs must be examined every 5 years, by design professional or others acceptable and inspection report must be submitted to the fire code official.

IBC 1001.3.3 All fire escapes shall be examined and/or tested and certified every five years by a design professional or others acceptable who will then submit an affidavit city official.

NFPA LIFE SAFETY CODE 101 7.2.8.6.2 The Authority Having Jurisdiction (AHJ) shall approve any fire escape by Load Test or other evidence of strength (Certification).

OSHA 1910.37 Exit routes must be maintained during construction, repairs, alterations or provide alternative egress with equivalent level of safety. (permit issued if egress is certified or with egress scaffolding)

San Francisco & Bay Area

Section 604

Requires apartment house (including residential condominium of 3 dwellings or more) and hotel (6 guest rooms or more) owners to have all building appendages to be inspected by a licensed general contractor, or structural pest control licensee, or licensed professional architect or engineer, verifying that the exit system, corridor, balcony, deck or any thereof is in general safe condition, in adequate working order, and free from hazardous dry rot, fungus, deterioration, decay, or improper alteration.

Property owners shall provide proof of compliance with this section by submitting an affidavit form (provided by the Department) signed by the responsible inspector to the Housing Inspection Services Division every five years.

SEC. 908. MAINTENANCE AND REPAIR.

[Added by Ord. 399-89, App. 1 1/6/89; amended by Ord. 161-92, App. 6/4/92; Ord. 192-02, App. 9/17/02; Ord. 256-07, App. 11/6/07]

All safety devices or equipment provided for in this chapter shall be maintained in good repair at all times. Fire escapes shall be kept clear and unobstructed and be readily accessible at all times. Upon inspection, the property owner, or authorized agent, shall demonstrate to the Director or designated personnel, that all existing fire escapes are fully operational and properly maintained. Upon completion of the inspection, all existing fire escapes shall be secured pursuant to Section 1110.3.1. of the San Francisco Fire Code.

DIVISION I. – SAN FRANCISCO ADMINISTRATIONSECTION 1.1.

1.1.1.[For SF] Title.

These regulations shall be known as the 2016 San Francisco Fire Code, may be cited as such, and will be referred to herein as "this code." This code incorporates by reference the 2016 California Fire Code (Title 24, California Code of Regulations, Part 9), including appendices adopted by the State. In addition, this code incorporates by reference those portions of the 2015 International Fire Code that were not adopted by the California Building Standards Commission in the California Fire Code, except those portions of the 2015 International Fire Code that are expressly deleted, modified, or amended herein.

The 2016 San Francisco Fire Code

Ordinance 234-16 (File No. 161082, approved November 22, 2016, effective December 22, 2016, operative January 1, 2017) repealed the former Fire Code in its entirety and enacted this 2016 Fire Code. Section 2 of that Ordinance provides, in part:

The 2016 San Francisco Fire Code is designed to regulate and govern the safeguarding of life and property from fire and explosion hazards arising from the storage, handling, and use of hazardous substances, materials, and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises. The 2016 San Francisco Fire Code is also designed to provide for the issuance of permits, inspections, and other Fire Department services, as well as the assessment and collection of fees for those permits, inspections, and services.

Generally, the State of California adopts a new California Fire Code every three years, with the new code going into effect 180 days after publication. The California Fire Code consists of a base model code with amendments made by various State agencies with jurisdiction over the California Fire Code. The 2016 California Fire Code is based on the 2015 International Fire Code.

Local jurisdictions are required to enforce the California Fire Code. In addition, local jurisdictions may enact more restrictive building standards than those set in the California Fire Code, where those more restrictive standards are reasonably necessary because of local conditions caused by climate, geology, or topography. For San Francisco to enact more restrictive standards, the Board of Supervisors must make express findings regarding the local conditions to support the more restrictive provisions. Local amendments to building standards are not effective until the required findings are locally adopted and sent to the California Building Standards Commission.

The California Building Standards Commission recently issued the 2016 California Fire Code. That Code will go into effect on January 1, 2017. A copy of the 2016 California Fire Code is on file with the Clerk of the Board of Supervisors in File No. 161082 and is incorporated herein by reference. The San Francisco Fire Department must enforce the California Fire Code. State and local law allow local amendments in the interim between code adoptions.

The 2016 San Francisco Fire Code incorporates by reference the 2016 California Fire Code (Title 24, California Code of Regulations, Part 9), including appendices adopted by the State. In addition, except as expressly deleted, modified, or amended, the 2016 San Francisco Fire Code incorporates by reference those portions of the 2015 International Fire Code that were not adopted by the California Building Standards Commission in the California Fire Code. The 2016 San Francisco Fire Code also includes local amendments specific to San Francisco.

DIVISION II. – ADMINISTRATION

104.6.2.1.[For SF] Inspection Photographs.

The fire code official is authorized to take photographs during inspections as deemed appropriate by the fire code official.

SECTION 109. – VIOLATIONS.

Section 109 of the California Fire Code is replaced with the following San Francisco section:

109.1.[For SF] Unlawful Acts.

(a) It shall be unlawful for a person to erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use, occupy, or maintain a building, occupancy, premises, system, or vehicle, or any portion thereof, or cause the same to be done, in violation of any of the provisions of this code.

(b) It shall be unlawful for a person to engage in any activity for which a permit is required under this code without the required permit, or to engage in any activity in violation of conditions set in a permit issued under this code.

109.2.[For SF] Person Responsible.

(a) Except as provided in subsection (c), the person responsible for a violation that pertains to a building, occupancy, premises, system, or vehicle is the owner of the building, occupancy, premises, system, or vehicle.

(b) The person responsible for a violation that pertains to an activity conducted without a permit required under this code or in violation of a permit issued under this code is the person engaging in that activity, except that if the person engaging in the activity is the employee of a business and is performing the activity in the course and scope of his or her employment, and/or the owner of the business is the person responsible.

(c) The person responsible for a violation of Section 107.6 or Section 1031.2 is the owner of the business operating at the building or premises. (Amended by Ord. 250-18, File No. 180002, App. 11/2/2018, Eff. 12/3/2018)

109.3.[For SF] Remedies Available.

The fire code official may enforce the provisions of this code by: issuing a notice of violation under Section 109.4; issuing an administrative citation under Section 109.5; or issuing criminal penalties under Section 109.6.

In addition to the above remedies or other remedies authorized by law, in cases where there is a continuing or recurring fire hazard in a residential building with three or more dwelling units, the fire code official may issue a Fire Life Safety Notice and Order that requires the owner of the building to do one or more of the following to abate or mitigate the fire hazard: (1) install a new fire sprinkler system; (2) improve an existing fire sprinkler system or upgrade it to current code requirements; (3)

install a new fire alarm and/or detection system; or (4) improve an existing fire alarm and/or detection system or upgrade it to current code requirements. For purposes of this Section 109.3, a "fire hazard" is defined in Section 102A.1 of the Building Code.

The fire code official may exercise this authority in cases where the fire official has determined that:

(a) notwithstanding the Department's issuance of two or more notices of violation under Section 109.4 or administrative citations under Section 109.5, a fire hazard continues to exist or recurs after abatement in a residential building of three or more units; and

(b) while the cited code violations have not risen to the level of an imminent hazard, they are so extensive and of such a nature (including but not limited to a nonworking fire alarm or sprinkler system, a broken or deteriorated fire escape or egress system, or locked or permanently blocked exits) that the health and safety of the residents and/or the general public is substantially endangered; and

(c) the property owner has failed to abate or mitigate the violations in a timely way in accordance with an order issued pursuant to Section 109.4.3(g) of this Code.

Each notice of violation or administrative citation for a fire hazard issued pursuant to Sections 109.4 or 109.5 shall provide information about the Fire Life Safety Notice and Order and the consequences for not abating fire safety violations within the specified compliance period. In addition, prior to issuance of a Fire Life Safety Notice and Order, the fire code official shall send a letter by regular and certified mail to the building owner at the address listed with the Assessor-Recorder's Office and to the persons or entities listed in subsection (b) below informing them that because the building has been cited with two or more notices of violation for a fire hazard under Section 109.4 or administrative citations under Section 109.5 of this Code, the owner is a potential recipient of a Fire Life Safety Notice and Order.

All the notice and hearing procedures set forth in Section 109.4.3 shall apply to a Fire Life Safety Notice and Order, except as that procedure may be modified below.

(a) The Fire Life Safety Notice and Order shall:

(1) be signed by the fire code official;

(2) set forth the street address of the building and a description of the building or property sufficient for identification;

(3) identify each code violation that the fire code official has determined is a fire hazard substantially endangering the health and safety of the residents and/or the general public;

(4) specify the fire safety installation, improvement, and/or upgrades required; and

(5) contain time frames required for compliance with the order.

(b) The fire code official shall serve the Fire Life Safety Notice and Order by certified mail on the building owner(s) at the address listed with the Assessor-Recorder's Office. A copy shall also be sent by certified mail to:

(1) the person, if any, in real or apparent charge and control of the premises involved;

(2) the holder of any mortgage, deed of trust, lien, or encumbrance of record; and

(3) the owner or holder of any other estate or interest in the building or property, or the land on which it is located.

(c) The fire code official shall post a copy of the Fire Life Safety Notice and Order in a conspicuous place on the subject property and either mail or deliver a copy to the resident(s) of each unit on the subject property.

(d) Unless the building owner demonstrates to the fire code official's satisfaction that the owner has made substantial progress in complying with the Fire Life Safety Notice and Order, if the building owner has not complied with said Notice and Order according to the required time frames the fire code official shall schedule an administrative hearing to be held no later than 14 days after the compliance deadline.

(e) If an Administrative Hearing is held, the fire code official shall attend the hearing, which shall be conducted by a designated Hearing Officer. A written decision signed by the fire code official shall be issued no later than 30 days after the hearing.

(f) A copy of the fire code official's written decision shall be recorded in the Assessor-Recorder's Office.

(g) The fire code official shall refer the case to the City Attorney for its review and possible action within 90 days after recording said Notice and Order.

(Amended by Ord. 267-18, File No. 180756, App. 11/9/2018, Eff. 12/10/2018)

On September 17, 2003, the Board of Supervisors passed Ordinance # 192-02 which added Section 604 to the SanFrancisco Housing Code. The pertinent part of the Code Section is provided below for your reference. The followinginformation has been enclosed in this information package to assist your submittal of the required affidavit due now and every 5 years hereafter. This requirement is separate and will cycle independently from the periodic health & safety(routine) inspections required by Chapter 3 of the Housing Code. This information is being distributed with the routineinspection request letters to give property owners the opportunity to ask the field inspectors questions about the affidavitprocess.

SEC. 604. STRUCTURAL MAINTENANCE.

(a) Affidavit Required. All wood and metal decks, balconies, landings, exit corridors, stairway systems, guard rails, hand rails, fire escapes, or any parts thereof in weather-exposed areas of apartment buildings and hotels shall be inspected by a licensed general contractor, or a

structural pest control licensee, or a licensed professional architect or engineer, verifying that the exit system, corridor, balcony, deck or any part thereof is in general safe condition, in adequate working order, and free from hazardous dry rot, fungus, deterioration, decay, or improper alteration. Property owners shall provide proof of compliance with this section by submitting an affidavit form (provided by the Department) signed by the responsible inspector to the Housing Inspection Services Division every five years. For purposes of this section, weather-exposed areas means those areas which are not interior building areas.

The requirements specific to fire extinguishers and **fire escapes** are as follows:

MAINTAIN & RETAG FIRE EXTINGUISHERS: In all R-2 occupancy apartment houses a Type 2A 10BC or equivalent Fire Extinguisher is required on every level. Generally, in of all public hallways. If there are flats one can be provided in unit or outside for that level. A maximum of 75 feet travel distance is required. Garage levels require extinguishers. Required Fire Extinguishers must be serviced and retagged (Fire Marshal's Tag with service date) annually by a California licensed professional (this includes recently purchased fire extinguishers).

MAINTAIN FIRE ESCAPES: Annually check all fire escape ladders to ensure that they are fully operational (in particular the cable and all moving parts) and that drop ladders are not obstructed. You should have an industry professional inspect and service your fire escape. Every five years property owners shall provide proof of compliance with Housing Code Section 604 by submitting an affidavit, with verification (if applicable) completed and signed by the licensed professional who inspected the subject building fire escape. Completed affidavits must be submitted to the Housing Inspection Services Division as indicated below, Check there web site
at *http://sfdbi.org/ftp/uploadedfiles/dbi/Key_Information/forms_checklists/LtrSec604HC3.RVBrev.*_**pd**
Source:

San Francisco Fire Department's Division of Fire Prevention and Investigation– San Francisco Fire
Codehttp://library.amlegal.com/nxt/gateway.dll/California/fire/2016firecode?f=templates$fn=default.htm$3.0$vid=amlegal:sanfrancisco_ca$sync=1

RESIDENTIAL HABITIBILITY INFORMATION SAN FRANCISCO HOUSING CODEREQUIREMENTS(PROPERTY OWNER MAINTENANCE CHECKLIST)

REVISED FEBRUARY 26, 2014 https://www.sfdbi.org/sites/default/files/Checklist%20English.pdf

What is REG 4 Testing?

It is Fire Protection Equipment Testing in accordance with Chief's Regulation 4 or Reg 4 as it is commonly known.

Fire Escape Assemblies (one of the test categories of Regulation 4)

A Reg 4 Test certifies the fire escape assembly (or fire ladder) as operational and ready to use in case of an emergency.

Only Fire Chief accepted testers can inspect and certify fire escapes and fire ladders.

All fire escape assemblies and fire ladders must be regulation 4 tested and certified every year.

48 hours notice must be given to the Fire Department before Reg 4 testing and then results submitted in a report to the Fire Department within 7 days.

If you have received a written violation, a licensed fire escape technician can remedy any violation issued on your fire escape assembly.

Repairs must be done within 30 days of notice of violation.

The report and certification is sent directly to LAFD or the Municipality.

The regulations in San Francisco state that fire escapes must be examined (tested) every 5 years

and fire escape ladders every year.

Section 604

Requires apartment house (including residential condominium of 3 dwellings or more) and hotel (6 guest rooms or more) owners to have

all building appendages to be inspected by a licensed general contractor, or structural pest control licensee, or licensed professional architect or engineer,

verifying that the exit system, corridor, balcony, deck or any thereof is in general safe condition, in adequate working order, and free from hazardous dry rot, fungus, deterioration, decay, or improper alteration.

Property owners shall provide proof of compliance with this section by submitting an affidavit form (provided by the Department) signed by the responsible inspector to the Housing Inspection Services Division every five years.

SEC. 908. MAINTENANCE AND REPAIR.

[Added by Ord. 399-89, App. 1 1/6/89; amended by Ord. 161-92, App. 6/4/92; Ord. 192-02, App. 9/17/02; Ord. 256-07, App. 11/6/07]

All safety devices or equipment provided for in this chapter shall be maintained in good repair at all times. Fire escapes shall be kept clear and unobstructed and be readily accessible at all times. Upon inspection, the property owner, or authorized agent, shall demonstrate to the Director or designated personnel, that all existing fire escapes are fully operational and properly maintained. Upon completion of the inspection, all existing fire escapes shall be secured pursuant to Section 1110.3.1. of the San Francisco Fire Code.

EXHIBIT 19

On Tuesday, May 2, 2023, 4:18 PM, Escape Artists Admin <eaoffice1999@gmail.com> wrote:

No, the inspection team deleted them completely.

Regards,

Danelle, Operations Coordinator

Escape Artists

Fire Escape Services

www.sfescapeartists.com

PO Box 591178

San Francisco, CA 94159

sfescapeartists.com

O: 415-279-6113

F: 415-795-1580

On Tue, May 2, 2023 at 4:16 PM Rory L. Weinstein <rory_leventhal@yahoo.com> wrote:

Wow. That's nuts. Do you still have the photos somewhere anyway? Could I see them?

Rory Weinstein

415-652-0872

On Tuesday, May 2, 2023, 4:15 PM, Escape Artists Admin <eaoffice1999@gmail.com> wrote:

The inspection team said that he didn't want his side inspected and they erased the pictures they had taken at his request. He then called to get the certificate to see if his escape was inspected and then ask for the inspection certificate for proof.

Regards,

Danelle, Operations Coordinator

Escape Artists

Fire Escape Services

www.sfescapeartists.com

ESCAPE ARTISTS

PO Box 591178

San Francisco, CA 94159

sfescapeartists.com

O: 415-279-6113

F: 415-795-1580

On Tue, May 2, 2023 at 3:56 PM Rory L. Weinstein <rory_leventhal@yahoo.com> wrote:

It's ok, Danelle. Thank you. But please definitely ask next time though. So he really actually refused to allow his side inspected and then wanted proof of it? That seems silly, bizarre, and a little bit dangerous. It seems to me that everyone would want a fire escape checked as often as possible for safety sake. And especially so if they didn't have to pay it for it themself. So that's really what happened, he just said no and insisted on proof he wasn't inspected?

Rory Weinstein

415-652-0872

On Tuesday, May 2, 2023, 3:33 PM, Escape Artists Admin <eaoffice1999@gmail.com> wrote:

Hi Rory,

Yes, you are correct on all fronts that our inspection team only inspected your side of the escape. That is why I changed the format of the inspection certificate to show that your side was inspected only.

And from what your neighbor told me, I gathered that he wanted proof that his side was not inspected. I am sorry if I made a mistake with providing him the inspection certificate. I should have spoken with you first before releasing the information, but I thought this would help to alleviate the confusion. Please let me know if you have any other questions or concerns. And if there is anything I can do to help.

Regards,

Danelle , Operations Coordinator

Escape Artists

Fire Escape Services

www.sfescapeartists.com

PO Box 591178

San Francisco, CA 94159

sfescapeartists.com

O: 415-279-6113

F: 415-795-1580

On Tue, May 2, 2023 at 3:14 PM Rory L. Weinstein <rory_leventhal@yahoo.com> wrote:

Hi again, Danielle. I just want to follow up with some additional questions please. First, I would like to please confirm that the inspection you did for me on April 6th was only of my half of the fire escape structure, the half that is attached to my home (2507 Pacific)? It is my understanding from my contractor who was present at the time of the inspection that my neighbor would not let your inspector inspect his half of the escape structure. Could you please confirm that? Also, you provided my neighbor (who would not let you inspect his side of the escape) with the report that you made for me that I paid for. I was not aware of that. That seems unusual to me. Could you please explain that? And did you also do a separate inspection of his half of the escape? If so, could you please provide me with that report?

Thanks so much,

Rory

PUBLIC COMMENT

From: Joe Bousaba
To: BoardofAppeals (PAB)
Subject: Regarding Appeal No. 23-015 for 2507 Pacific Avenue
Date: Sunday, April 30, 2023 10:47:08 AM
Attachments: image.png

Dear Board Members,

We own the property at 2513 Pacific Ave and are writing this note regarding the removal of the fire escape at 2507 Pacific Avenue. We believe a non-compliant structure crossing property lines should be removed, particularly since this poses a fire hazard. As the Board may be aware, in December 2016 there was a major fire at our neighbor's property at 2517 Pacific Avenue (see the picture below). While our property suffered damage, we were fortunate that the fire did not spread. Had it spread, the impact would have been even more devastating. We strongly believe that the Weinsteins should be allowed to proceed with the removal of a fire escape on their property and that the appeal to block it should be denied.

Thank you for your consideration,
The Bou-Saba Family

From:	Kirk DeNiro
To:	BoardofAppeals (PAB)
Cc:	Lea *; rory_leventhal@yahoo.com; jamiew@gmail.com
Subject:	Appeal No. 23-105: Support for 2507 Pacific Avenue"s Building Permit to Remove a Dangerous Nonconforming Structure
Date:	Wednesday, May 10, 2023 10:15:35 AM

Board of Appeals:

We are writing to support the issuance of a San Francisco building permit to remove a nonconforming structure (fire escape) attached to 2507 Pacific Avenue. We understand the nonconforming structure was likely built in the 60's without a permit by the adjacent owner and may be a fire danger as it is over and connected to 2507 Pacific Avenue. We understand that occupants of 2507 Pacific Avenue can not even access the nonconforming fire escape that has been illegally attached to their property.

We own the building at 2525 Steiner St, San Francisco, two houses away from 2507 Pacific Avenue. We have known the Weinstein family who own 2507 Pacific Avenue for many years. We understand that the Weinsteins have made numerous requests to the adjacent owner to remove the extending nonconforming structure that is currently connected to their home, and the adjacent owner has refused. Thus, the Weinsteins have had no choice in obtaining the appealed building permit to remove the nonconforming structure that is illegally over their property and connected to their home.

We fully support the Weinsteins in their building permit to remove a dangerous non-conforming structure attached to their home.

Sincerely,
Kirk and Lea DeNiro
2525 Steiner Street, San Francisco

From: [redacted]
To: BoardofAppeals (PAB)
Subject: A letter in support of 2507 Pacific Avenue; Appeal No. 23-015
Date: Thursday, May 11, 2023 10:50:19 AM

REDACT all information showing email with this letter of support

Appeal No. 23-015; 2507 Pacific Avenue

Dear Board of Appeals Commissioners,

We are writing in support of the Weinstein family at 2507 Pacific Avenue in their desire to remove a non-conforming fire escape from their property. The current fire escape is not up to code and that presents a risk to the neighborhood. The permit was approved by the city to allow the Weinstein's to put a fence between their house and the neighbors. We think a fence will provide improved safety which is important to the overall safety of the block. Safety is the number one reason we would like to see this work done properly. We ask that the city allow the Weinsteins to continue with their permit and we support their work.

From: [redacted]
To: BoardofAppeals (PAB)
Subject: Appeal # - 23-015
Date: Thursday, May 11, 2023 3:42:03 PM

Please REDACT all information showing our identity associated with this letter of support. We want this to be completely ANONYMOUS.

Address: 2507 Pacific
Appeal #: 23-015

Dear Board of Appeals Commissioners,

This is a letter of support for 2509 Pacific Avenue with regards to their appeal of the permit issued to the residence at 2507 Pacific Avenue (Alteration Permit No. 2023/0314/3618). Why should they have to remove a fire escape that currently serves their home's fire safety at the desire of their neighbor? The fire escape has been there for many many years and still functions as a means of egress.

From: Duffy, Bob
To: BoardofAppeals (PAB)
Subject: Rory and Jamie Weinstein at 2507 Pacific Avenue
Date: Tuesday, May 23, 2023 11:16:07 AM

Dear Board of Appeals,

We received the following email from a very good neighbor, Rory and Jamie Weinstein. We have discussed the situation described below and we fully support the Weinstein's' in this very unfortunate situation. The Lipsets' are not doing the right thing and it is impacting the Weinsteins' If you would like further information, please call me at (415)203-4506. Thank You.

Bob Duffy
2519 Pacific Ave

From: Rory L. Weinstein <rory_leventhal@yahoo.com>
Sent: Sunday, April 30, 2023 8:11 AM
To: Duffy, Bob <Robert.Duffy@kearney.com>; Judith Duffy <jhnsduffy@gmail.com>; Jamie Weinstein <jamiew@gmail.com>
Subject: From your Rory and Jamie at 2507 Pacific Avenue

Dear Neighbor,

We are Rory and Jamie Weinstein. We live at 2507 Pacific Avenue. We are writing to ask you to consider submitting a letter of support on our behalf to the San Francisco Board of (Permit) Appeals. You probably just received a postcard notice about an upcoming May 17th public hearing in the mail. We did not know that there would be a public notification, but since there now has been, we would like to solicit your support if you are willing.

We have lived here on the 2500 block of Pacific Avenue for many years and have always strived to be friendly and respectful of everyone around us. We have never had an issue with anyone. Unfortunately, we are saddened to report that we have now come into disagreement with our neighbor, the Lipset family, at 2509 Pacific Avenue.

As you are probably aware, 2509 Pacific Avenue has been doing renovation work on

their home for many years. There is a strange situation between our buildings whereby a large metal fire escape with a “catwalk” extends from 2509 Pacific Avenue across the property line and is physically attached to our home. The fire escape was apparently constructed in 1964 or 1965 but there is no plan set in the City records showing the fire escape or related permits from our property allowing it to cross the property line or be attached to our home. Although there apparently was some access to this fire escape from our home in the past before our ownership, we cannot access it from our home now and we do not want or need access to it. We believe it is dangerous and an eyesore.

We asked our neighbors for their cooperation in taking down the fire escape that is attached to our home from theirs. They refused. The Building Code does not permit structures of any kind to cross the property line and be attached between homes or to extend on to someone else’s property. It is considered a fire hazard and a trespass. We tried to work with our neighbor to resolve this issue but were unable to make any progress. So, we ultimately applied for a permit from the city to take down the part of the fire escape that is attached to our home and which is on our property. The city granted us that permit, as the fire escape across the property line is considered an illegal or nonconforming structure and there is no past permit to allow it on our property. Our neighbor responded by appealing our permit to remove it to the Board of Appeals. That is why you just received the postcard notice about the hearing referencing our address in the mail.

Many of us on the block remember the terrible fire several years ago at 2517 Pacific. It impacted all of us in various ways, and especially the immediately surrounding families. Thankfully no one was hurt and all properties were repaired in due time. Taking down the nonconforming fire escape on our home is a fire reduction action. It will reduce the risk of a fire spreading between the homes should it ever, heaven forbid, happen and is thus a benefit to the fire safety of us all.

Please know that we fully support a fire escape at 2509 Pacific Avenue if they wish to continue to have one. There is nothing stopping them from modifying the structure on their property or putting a new one in the same spot or elsewhere. We simply wish to remove the structure that is attached to our home with bolts and screws through our siding. We believe that is the right thing and safest thing to do.

Thank you for your consideration. We hope you will be willing to write a letter of support on our behalf. The email address to submit such a letter is boardofappeals@sfgov.org.

Thank you for your time,
Rory and Jamie

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Rory Weinstein
415-652-0872