

*Regular Meeting of the
Abatement Appeals Board*

November 20, 2024

Agenda Item C4

Appellant's Statement

Beberwyck-Curd Living Trust

28 Hill Point Ave.

San Francisco, CA 94117

October 30,2024

To Abatement Appeals Board, City of San Francisco:

We are appealing the Order of Abatement (and the assessment of costs) as the Order was implemented prematurely. Insufficient time has been provided to properly investigate and rectify the issue in light of the complexity and legal actions involved.

The facts are:

1. The failed retaining wall is the subject of a property damage liability insurance claim and subsequent lawsuit due to the actions of 336-338 Parnassus Ave
2. Additional time is required to align with the pace of the insurance and legal system to answer the questions of 1) ownership, 2) financial responsibility and 3) fault. This also requires the evidence (existing retaining wall) to be preserved. We were advised by counsel at the beginning of 2024 that the lawsuit should include a site inspection of the wall from multiple engineering experts.
3. Reconstruction, per the building code, requires the interplay of structural engineer(s), geotechnical engineer(s), geologist(s), and contractor(s). It is a complex process that only began after the notice of violation was originally

posted since the notice was not for construction activities in progress at the time, but a new situation, flagged by us, to the city.

Summary Timeline:

- ~Mid-2020-Present (Still incomplete) - 336-338 Parnassus Ave had unpermitted landscaping, terracing, excavation work done in their backyard, including along the retaining wall and property line
- Nov 2021 - We purchased our home (28 Hill Point Ave)
- Dec. 25, 2021 - Noticed retaining wall was failing and notified SF DBI to investigate the issue
- Jan. 2022 - Opened liability insurance claim with State Farm (insurance of 336-338 Parnassus Ave.) for 336-338 Parnassus Ave's actions in the retaining wall failure
- May 2022- Acknowledgement of legal exposure by State Farm due to 336-338 Parnassus Ave actions, transferred claim to new division leading to delay
- June - Dec 2022 - State Farm decides to investigate further with 5+ month delayed survey, 336-338 Parnassus refuses access for any further reconstruction efforts
- April 2023 - Lawsuit filed regarding retaining wall (Beberwyck et al vs. 336-338 Parnassus Avenue et al, CGC-23-606205)
- April 2023 - Present: Ongoing work by us with structural and geotechnical engineer for reconstruction effort and plans, legal proceedings (discovery, site inspections, etc.) ongoing

We are not interested in skirting the permit/building code process, but we do want to ensure we do not negatively impact our legal rights nor relieve the offending parties (336-338 Parnassus) from their duty to both us and the city by rushing to address the notice of violation. 336-338 Parnassus (and their proxies of insurance and legal counsel) are at the heart of the initial issue and speed to resolution; their lack of cooperation and collaboration mandates this be handled legally so it is not possible to be reconstructed quickly.

Regards,

Brandon Beberwyck and Bethany Curd

Attachments:

1. Lawsuit Filing: CGC-23-606205
2. Site Inspection Demand
3. Email from May 24, 2022 where 336-338 Parnassus refuses access
4. Email from August 16, 2023 where 336-338 Parnassus implies work/access/progress will be withheld/delayed

1 RON U. LUNSKI (SBN 215531)
2 LUNSKI & STIMPERT LLP
201 Spear Street, Suite 1100
3 San Francisco, CA 94105
TEL: (415) 426-3525
4 FAX: (415) 426-3424

5 Attorney for Plaintiffs
6 BRANDON BEBERWYCK & STEPHANIE CURD

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco

04/28/2023
Clerk of the Court
BY: JEFFREY FLORES
Deputy Clerk

7 SUPERIOR COURT OF THE STATE OF CALIFORNIA
8 CITY AND COUNTY OF SAN FRANCISCO

Case No.

CGC-23-606205

9 BRANDON BEBERWYCK,
10 an individual, and
STEPHANIE CURD, an
11 individual;

COMPLAINT FOR NEGLIGENCE,
NEGLIGENCE PER SE, NUISANCE, TRESPASS,
AND FOR DAMAGES

12
13 Plaintiffs

14 v.

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16 336-338 PARNASSUS
17 AVENUE HOMEOWNERS
ASSOCIATION an
18 Unincorporated California
Association; NOEL
19 CARRASCAL, an individual,
20 and DOES 1-5.

21 Defendants

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23 Plaintiffs BRANDON BEBERWYCK & STEPHANIE CURD complain of Defendants 336-
24 338 PARNASSUS AVENUE HOMEOWNERS ASSOCIATION and NOEL CARRASCAL; and
25 DOES 1-5, inclusive and for causes of action as follows:

- 26 1. Plaintiffs bring this action on their own behalf and own and occupy the single-family
27 residence located at 28 Hill Point Avenue, San Francisco, CA, County of San Francisco,
28 California (hereinafter the "Subject Property").

1 2. Plaintiffs are informed and believe, and thereupon allege that Defendants 336-338
2 PARNASSUS HOMEOWNERS ASSOCIATION, INC. and NOEL CARRASCAL are the
3 owners of the neighboring property immediately adjacent to the Subject Property located at 336-
4 338 Parnassus Avenue, San Francisco, California (hereinafter the “Neighboring Property”). On
5 information and belief, Defendant 336-338 PARNASSUS HOMEOWNERS ASSOCIATION,
6 INC. is a two-unit condominium homeowners association, of which Defendant NOEL
7 CARRASCAL is an owner.

8 3. There is a retaining wall within the Subject Property that sits along the property line between
9 and the Neighboring property.

10 4. Plaintiffs are informed and believe, and thereupon allege that beginning on or about
11 November 2021, Defendants undertook a substantial excavation and landscaping renovation in
12 an area of the rear yard of the Neighboring Property adjacent to the retaining wall that borders
13 the Subject Property.

14 5. Plaintiffs are informed and believe, and thereupon allege Defendants did not obtain a soil
15 survey report or building department permit as required for the performance of the excavation
16 and landscaping work on the Neighboring Property.

17 6. Plaintiffs are informed and believe, and thereupon allege that Defendant NOEL
18 CARRASCAL was the individual who performed the excavation and landscaping work work on
19 the Neighboring Property on behalf of himself and Defendant 336-338 PARNASSUS AVENUE
20 HOMEOWNERS ASSOCIATION.

21 7. That the true names of defendants sued herein as DOES 1-5 are unknown at this time to
22 Plaintiffs. Plaintiffs pray that when the true names of these defendants or any of them are
23 ascertained, that they may have leave to amend their Complaint and insert the true names of said
24 defendants by appropriate amendments; that Plaintiffs are informed and believe, and on such
25 information and belief allege, that Defendants named herein as DOES 1-5 are principal agents
26 and/or employees of Defendants 336-338 PARNASSUS AVENUE HOMEOWNERS
27 ASSOCIATION, and NOEL CARRASCAL; and DOES 1-5, inclusive, and in doing the things
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1 hereinafter alleged in this Complaint, were acting as such principals, agents, or employees and
2 within the course and scope of such employment for each of the Defendants.

3 8. Plaintiffs are informed, believe, and thereupon allege that at all times mentioned herein,
4 each Defendant was the agent, servant, or employee, of the other Defendants, and each of them,
5 and in committing the acts and omissions herein mentioned, was acting in the course and scope
6 of said agency, servitude, and employment. At all times mentioned herein, each Defendant was
7 chargeable with and bound by the knowledge and information received by and on behalf of each
8 other Defendant.

9 9. All of the acts of Defendants, and each of them, were ratified and adopted by the acts of the
10 co-Defendants, and each of them.

11 10. Whenever this Complaint makes reference to any acts of Defendants, the allegations shall be
12 deemed to mean the acts of those Defendants named in the particular cause of action, and each
13 of them, acting individually, jointly, or severally.

14 **FIRST CAUSE OF ACTION**
15 **(Negligence)**
16 **(Against All Defendants)**

17 11. Plaintiffs incorporate by reference Paragraphs 1 through 10 as though fully set forth herein.

18 12. Plaintiffs are informed and believe and thereon allege that Defendants had a duty to
19 Plaintiffs and their neighbors not to design, develop, modify, repair, manage, supervise, operate,
20 process, produce, build, test, inspect, install, equip, maintain, or otherwise undertake the
21 excavation and landscaping work at the Neighboring Property in an unreasonable and negligent
22 manner that may affect the physical condition and/or the structural integrity, and property
23 boundary lines of the Subject Property.

24 13. Said Defendants, and each of them, breached their duties to Plaintiffs by failing to act in a
25 reasonable manner in designing, developing, processing, producing, processing, building,
26 testing, inspecting, installing, equipping, maintaining, modifying, repairing, managing,
27 supervising, operating, and otherwise undertake the excavation and landscaping work at the
28 Neighboring Property in an unreasonable manner beginning on or about November 2021 and
continuing to the present time.

1 14. As the proximate result of the breach of duty of these Defendants, and each of them, the
2 Subject Property has suffered damage to the physical condition and/or structural integrity of the
3 retaining wall sitting between the two properties. Specifically, the amount of soil removed by
4 Defendants at the Neighboring Property exposed the bottom of the foundation of the retaining
5 wall and thus undermined the structural integrity of the retaining wall, causing it to crack and
6 lean, and shift approximately 12 inches at the north end towards the Neighboring Property. This
7 also resulted in soil movement in the backyard of the Subject Property.

8 15. As a proximate result of the aforementioned negligence and breach of duties of said
9 Defendants, and each of them, Plaintiffs have suffered and will continue to suffer in the future
10 compensatory damages, including but not limited to: past, present, and future repairs to the
11 Subject Property, including but not limited to the yard of the Subject Property, and loss of use to
12 the inhabitants; past, present, and future costs of repairs for the other conditions caused by said
13 Defendants; and cost of an investigation.

14 16. As a result of the damage proximately caused by said Defendants' acts, Plaintiffs have
15 incurred costs, expenses, and other property damages in the amount of \$170,000.00.

16 **SECOND CAUSE OF ACTION**
17 **(Negligence Per Se)**
18 **(Against All Defendants)**

19 17. Plaintiffs incorporate by reference Paragraphs 1 through 16 as though fully set forth herein.

20 18. Plaintiffs are further informed and believe and thereon allege that California Building Code
21 Section 3307.1 provides that:

22 "Adjoining public and private property shall be protected from damage
23 during construction, remodeling, and demolition work. Protection
24 must be provided for footings, foundations, party walls, chimneys,
25 skylights, and roofs. Provisions shall be made to control water runoff
26 and erosion during construction or demolition activities. The person
27 making or causing an excavation to be made shall provide written
28 notice to the owners of adjoining buildings advising them that the
excavation is to be made and that the adjoining buildings should be
protected. Said notification shall be delivered not less than 10 days
prior to the scheduled starting date of the excavation."

19. At no time did Defendants, or any of them, take any action to protect the Neighboring
Property from damage resulting from their excavation and landscaping work, or provide any

1 notice that excavation would be occurring at the Neighboring Property and what excavation was
2 actually performed. Plaintiffs are further informed and believe and thereon allege that
3 Defendants' violation of California Building Code Section 3307.1 was a substantial factor in
4 bringing about the harm suffered by Plaintiffs.

5 20. As a result of the damage proximately caused by said Defendants' acts, Plaintiffs have
6 incurred costs, expenses, and other property damages in the amount of \$170,000.00.

7 **THIRD CAUSE OF ACTION**
8 **(Nuisance)**
9 **(Against All Defendants)**

10 21. Plaintiffs incorporate by reference Paragraphs 1 through 20 as though fully set forth herein.

11 22. To establish a claim for nuisance, a Plaintiff must prove that: (1) Plaintiff owns and/or
12 occupies the relevant property at issue; (2) The actions of Defendant created a condition to exist
13 that both obstructed the free use of property, so as to interfere with the comfortable use and
14 enjoyment of the property, and also created a potentially dangerous condition at the property;
15 (3) That Defendant's conduct was both negligent and intentional; (4) That the condition created
16 by Defendant substantially interfered with Plaintiff's use and enjoyment of their property; (5)
17 That an ordinary person would reasonably be annoyed or disturbed by Defendant's conduct; (6)
18 That Plaintiff did not consent to Defendant's conduct; (7) That Plaintiff was harmed; (8) That
19 Defendant's conduct was a substantial factor in causing Plaintiff's harm; and (9) That the
20 seriousness of the harm outweighs the public benefit of Defendant's conduct. (See CACI 2021).

21 23. Plaintiffs are informed and believe and thereon allege that Defendants intentionally,
22 recklessly, and/or negligently undertook an excavation and landscaping project near the
23 property boundary line between the Subject Property and Neighboring Property, thereby
24 undermining and damaging the retaining wall on the Subject Property, as detailed above.

25 24. Plaintiffs are further informed and believe and thereon allege that Defendants' excavation
26 and landscaping project created a condition that obstructs the free use of the Subject Property,
27 so as to interfere with the comfortable enjoyment of the Subject Property.

28 25. Plaintiffs are further informed and believe and thereon allege that this condition interfered
with Plaintiffs' use and enjoyment of his property.

1 26. Plaintiffs are further informed and believe and thereon allege that Plaintiffs did not consent
2 to Defendants' conduct.

3 27. Plaintiffs are further informed and believe and thereon allege that an ordinary person would
4 be reasonably annoyed or disturbed by Defendants' conduct.

5 28. Plaintiffs are further informed and believe and thereon allege that Plaintiffs were, and
6 continue to be, harmed and that Defendants' conduct was a substantial factor in causing
7 Plaintiffs' harm.

8 29. Plaintiffs are further informed and believe and thereon allege that the seriousness of
9 Plaintiffs' harm outweighs the benefit of Defendants' conduct.

10 30. As a result of the damage proximately caused by said Defendants' acts, Plaintiffs have
11 incurred costs, expenses, and other property damages in the amount of \$170,000.00

12 **FOURTH CAUSE OF ACTION**
13 **(Trespass)**
14 **(Against All Defendants)**

15 31. Plaintiffs incorporate by reference Paragraphs 1 through 30 as though fully set forth herein.

16 32. Trespass is an unlawful interference with possession of property. The elements of trespass
17 are: (1) the Plaintiff's ownership or control of the property; (2) the Defendant's intentional,
18 reckless, or negligent entry onto the property; (3) lack of permission for the entry or acts in
19 excess of permission; (4) harm; and (5) the Defendant's conduct was a substantial factor in
20 causing the harm. (See CACI No. 2000).

21 33. Plaintiffs are informed and believe and thereon allege that Defendants intentionally,
22 recklessly, and/or negligently undertook an excavation and landscaping project near the
23 property boundary line between the Subject Property and Neighboring Property, thereby
24 undermining and damaging the retaining wall on the Subject Property, as detailed above.

25 34. Plaintiffs are further informed and believe and thereon allege that Plaintiffs did not give
26 Defendants permission for the entries onto the Subject Property.

27 35. Plaintiffs are further informed and believe and thereon allege that Plaintiffs were harmed as
28 a result of Defendants' entry upon their land by Defendants in that it caused their retaining
wall to be both structurally undermined and also damaged.

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36. As a result of the damage proximately caused by said Defendants' acts, Plaintiffs have incurred costs, expenses, and other property damages in the amount of \$170,000.00

WHEREFORE, Plaintiffs pray for judgment against the Defendants, and each of them, as follows:

1. For general and special damages in such a sum as Plaintiffs may be able to establish at trial, according to proof;
2. For attorneys fees and cost of suit incurred, herein; and
3. For interest at the maximum legal rate on all sums awarded; and such other and further relief as the Court may deem just and proper.

Dated: ^{4/27/2023} April __, 2023

LUNSKI & STIMPert LLP

By:  _____
 RON U. LUNSKI
 Attorneys for Plaintiffs
 BRANDON BEBERWYCK & STEPHANIE
 CURD

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5 Attorneys for Plaintiffs BRANDON BEBERWYCK & BETHANY CURD

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

8

CITY AND COUNTY OF SAN FRANCISCO

9

10 BRANDON BEBERWYCK, an)
individual, and BETHANY CURD, an)
11 individual;)
12 Plaintiffs,)
13 vs.)
14 336-338 PARNASSUS AVENUE)
HOMEOWNERS ASSOCIATION, an)
15 Unincorporated California Association;)
NOEL CARRASCAL, an individual; et al.)
16 Defendants.)
17

Case No.: CGC-23-60625

**PLAINTIFFS' DEMAND FOR
INSPECTION OF REAL PROPERTY
AND TANGIBLE THINGS OF
DEFENDANTS 336-338 PARNASSUS
AVENUE HOMEOWNERS
ASSOCIATION AND NOEL
CARRASCAL (SET ONE)**

[CCP § 2031.010 et seq]

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PROPOUNDING PARTIES:

PLAINTIFFS BRANDON BEBERWYCK and BETHANY
CURD

19

RESPONDING PARTIES:

DEFENDANTS 336-338 PARNASSUS AVENUE
HOMEOWNERS ASSOCIATION and NOEL CARRASCAL

20

21

SET NO.:

ONE

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PLEASE TAKE NOTICE that pursuant to California Code of Civil Procedure (CCP) §
23 2031.010 et seq., plaintiffs BRANDON BEBERWYCK and BETHANY CURD (hereinafter
24 “Propounding Parties” or “Plaintiffs”) demand that defendants 336-338 PARNASSUS AVENUE
25 HOMEOWNERS ASSOCIATION and NOEL CARRASCAL (hereinafter “Responding Parties” or
26 “Defendants”), and each of them, allow an inspection by plaintiffs, including their attorneys,

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1 consultants, experts, agents, employees and representatives, of the real property and other tangible
2 things of defendants at the following location, date and time:

3 **LOCATION:** **336-338 Parnassus Ave., San Francisco, California 94117**

4 **DATE:** **September 30, 2024**

5 **TIME:** **11:00 a.m.**

6 Said inspection shall include plaintiffs' physical inspection of the entire real property, and
7 other tangible things thereon or therein, that are within defendants' ownership, possession, custody
8 and control, and shall include but is not limited to the following: front yard, side yard and back yard
9 areas; retaining walls, including the retaining wall that is shared with and adjacent to plaintiffs'
10 property; fences, including the fence that is shared with and adjacent to plaintiffs' property;
11 driveways; carports and parking areas; street accesses; garden areas; patios; railings; stairwells;
12 stairs; steps; planter boxes; rock walls; terraced or stepped areas of the back yard; structural supports;
13 irrigation, drainage and plumbing systems; storage sheds and containers; electrical poles, wires,
14 lighting fixtures and equipment; utility poles and wires; canopies, umbrellas, coverings and trellises.

15 Plaintiffs' physical inspection of defendants' real property and other tangible things shall not
16 include any areas that are inside the residences located on the property.


17 During plaintiff's physical inspection of defendants' real property and other tangible things,
18 plaintiffs shall inspect, measure, survey, photograph, videotape, record, test and sample the land or
19 other property, or any designated object or operation upon it. However, no destructive testing shall
20 be performed by plaintiffs at this inspection.

21 If Responding Parties object to any demand for inspection of any land, item or category of
22 item, or tangible thing, herein described, then their response shall: (a) identify with particularity any
23 document, tangible thing or land falling within any category of item in the demand to which an
24 objection is being made, (b) set forth clearly the extent of, and the specific grounds for, the objection,
25 and © specifically state whether a particular claim of privilege is being invoked as the basis for such
26 objection.

1 Failure to comply with this Demand for Inspection will result in a formally noticed motion
2 to compel the inspection of defendants' real property and other tangible things, as set forth above,
3 and all fees and costs incurred in bringing such a motion, including attorney fees, will be sought as
4 sanctions against Responding Parties.

5
6 Dated: August 28, 2024

LAMPHERE LAW OFFICES

7
8 By: 
9 MICHAEL O. LAMPHERE
10 Attorneys for Plaintiffs
11 BRANDON BEBERWYCK and BETHANY
12 CURD
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1 **PROOF OF SERVICE**

2 I am employed in the County of Marin, State of California. I am over the age of 18 years and not a party to the
3 within entitled action. My business address is 1120 Nye Street, Suite 305, San Rafael, CA 94901.

4 **By Email**

5 X On August 28, 2024, I served the below document(s) on the party(ies) listed below by electronic mail. I
6 received a confirming report that such transmission was sent. Said service was based on court order, or
agreement by the parties, or notice of intent to serve electronically, and was made pursuant to CRC 2.251 and
CCP 1010.6. Said service was sent from my above listed business location, unless otherwise indicated thereon.

7 **By Facsimile**

8 _____ On August 28, 2024, I served the below document(s) on the party(ies) listed below by facsimile. I received a
9 confirming report that such transmission was sent. Said service was based on the agreement of the parties. Said
service was sent from my above listed business location, unless otherwise indicated thereon.

10 **By First-Class Mail:**

11 _____ On August 28, 2024, I served the below document(s) on the party(ies) listed below by placing a true copy in
12 a sealed envelope with postage fully prepaid in the United States Post Office collection box located at/near 1120
Nye Street, Suite 305, San Rafael, CA 94901.

13 **By Express Mail:**

14 _____ On August 28, 2024, I served the below document(s) on the party(ies) listed below by placing a true copy in
15 a sealed envelope with postage fully prepaid in the collection box for the Express mail carrier located at/near
1120 Nye Street, Suite 305, San Rafael, CA 94901.

16 **By Personal Delivery:**

17 _____ On August 28, 2024, I served the below document(s) on the party(ies) listed below by personally delivering
18 a true original copy to said party(ies) personally, or by delivering same to his/her/their representative at
his/her/their place of business listed below.

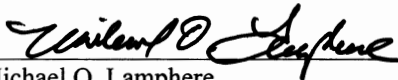
19 **Title of Document(s) Served:**

20 **PLAINTIFF'S DEMAND FOR INSPECTION OF REAL PROPERTY AND TANGIBLE THINGS OF**
21 **DEFENDANTS (SET ONE)**

22 **Served Upon:**

23 Davis J. Reilly, Esq. [Defendants 336-338 PARNASSUS AVE. HOMEOWNERS
24 BLEDSOE, DIESTEL, TREPPA & CRANE LLP ASSO. and NOEL CARRASCAL]
180 Sansome Street, 5th Floor
25 San Francisco, California 94104
Tel: 415-981-5411 / Fax: 415-981-0352
Email: dreilly@bledsoelaw.com

26 I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
27 Executed at San Rafael, California on: August 28, 2024.

28 
Michael O. Lamphere



Brandon Beberwyck <b.beberwyck@gmail.com>

Retaining Wall between 336/338 Parnassus and 28 Hill Point

Noel Carrascal <noelcarrascal@gmail.com>

Tue, May 24, 2022 at 7:05 PM

To: Brandon Beberwyck <b.beberwyck@gmail.com>

Cc: Bethany Curd <bethanycurd@gmail.com>, Stacey Massignan <massignan@hotmail.com>, Kathleen Dooley <dooleykd@mac.com>

Hi Brandon and Bethany,

I have not heard from the insurance company on the status of the liability claim. I left a voicemail on monday, and I haven't heard anything. The engineer report has been submitted, There is no determination on the claim yet.

Now that I have read the reports, done research and analyzed the problem carefully, I would like to ask for your insurance information in order to file a claim. Your land has slid over ours.

The engineer addressed California Civil Code 832, and he has explicitly said that there is no liability unless there is an excavation of 9ft or more. No one has yet provided any evidence of removal of any lateral support from excavation of 9 ft or more. The fence and posts have always been exposed on our side with no later support from our land. It was already leaning towards us for years, and it was matter of time before it fell. After a careful review of that code, I am confident it does not apply to us.

I have maintained throughout all of this that I increased lateral support to the fence by adding a foot of soil on average. I have made the area safer.

I am open to considering more information in order to find a resolution to this issue. I would like to ask you to give us a copy of the inspection report that is made before someone buys a house. The engineer says in the report that he would like to see that. I would be surprised if that report does not have a warning to you about living on a hill and the potential for landslides.

I will not allow inspection of the fence from our end unless you write back to me saying that you are assuming responsibility for the whole cost of the work. If you do, I will be happy to help you as much as I can.

I am open to having a conversation about your interpretation of California code 832 and why you assume that I am responsible for a problem you unfortunately got from the previous owner.

Noel Carrascal
[Quoted text hidden]



Brandon Beberwyck <b.beberwyck@gmail.com>

Retaining Wall between 336/338 Parnassus and 28 Hill Point

Noel Carrascal <noelcarrascal@gmail.com>

Wed, Aug 16, 2023 at 8:49 PM

To: Brandon Beberwyck <b.beberwyck@gmail.com>

Cc: Stacey Massignan <massignan@hotmail.com>, Bethany Curd <bethanycurd@gmail.com>

Hi Brandon,

Some small tree branches that were in contact with the power lines were removed; however, the power lines are going between the two main branches of the tree, and that remains a problem.

I am concerned about that tree for two reasons:

1. The tree is leaning towards our property.
2. There will be work on the retaining wall that could compromise roots and other areas that provide support to the tree.

I will follow up on your notification to PG&E and ask about the remaining safety concerns, and I will request to be resolved.

Regarding the retaining wall, if work on your property requires access to our property by working crews, I need to ask you to provide details of the work that is going to be done as soon as possible to avoid delays. I would like to see drawings and appraisal to assess how the work will undermine support for the tree, and to make sure cleaning of any debris left on our side of the property is budgeted.

Noel

[Quoted text hidden]