



# SAN FRANCISCO PLANNING DEPARTMENT

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## Mills Act Contracts Case Report

Hearing Date: October 5, 2015

- a.** *Filing Date:* May 1, 2015  
*Case No.:* 2016-006192MLS  
*Project Address:* **101-105 Steiner**  
*Landmark District:* Duboce Park Landmark District  
*Zoning:* RTO (Residential Transit Oriented District)  
40-X Height and Bulk District  
*Block/Lot:* 0866/009  
*Applicant:* Jason Monberg & Karli Sager  
56 Potomac Street  
San Francisco, CA 94117
- b.** *Filing Date:* May 1, 2015  
*Case No.:* 2016-006185MLS  
*Project Address:* **361 Oak Street**  
*Landmark District:* Individually listed in the California Register of Historical Resources  
*Zoning:* RTO (Residential Transit Oriented District)  
40-X Height and Bulk District  
*Block/Lot:* 0839/023  
*Applicant:* Christopher J. Ludwig and Liesl Ludwig  
361 Oak Street  
San Francisco, CA 94102
- c.** *Filing Date:* May 1, 2015  
*Case No.:* 2016-006181MLS  
*Project Address:* **1036 Vallejo Street**  
*Landmark District:* Russian Hill-Vallejo Street Crest National Register Historic District  
*Zoning:* RH-2 (Residential-House, Two Family)  
40-X Height and Bulk District  
*Block/Lot:* 0127/007  
*Applicant:* Kian Beyzavi & Hamid Amiri  
227 14<sup>th</sup> Ave  
San Francisco, CA 94118
- d.** *Filing Date:* May 1, 2015  
*Case No.:* 2016-006229MLS  
*Project Address:* **1338 Filbert Street**  
*Landmark District:* San Francisco Landmark No 232, 1338 Filbert Cottages  
*Zoning:* RH-2 (Residential-House, Two Family)  
40-X Height and Bulk District  
*Block/Lot:* 0524/031, 0524/032, 0524/033, 0524/034

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**415.558.6377**

*Applicant:* Dominique Lahaussais & David N. Low  
30 Blackstone Court  
San Francisco, CA 94123

## PROPERTY DESCRIPTIONS

- a. **101-105 Steiner Street:** The subject property is located on the west side of Steiner Street between Hermann and Waller streets; the south elevation abuts Duboce Park. Assessor's Block 0866, Lot 009. The subject property is within a RTO (Residential Transit Oriented District) Zoning District and a 40-X Height and Bulk District. The property is a contributor to the Duboce Park Landmark District. It is a three-story plus basement, wood frame, multiple family building designed in the Edwardian style and constructed in 1903.
- b. **361 Oak Street:** The subject property is located on the south side of Oak Street between Laguna and Octavia streets. Assessor's Block 0839, Lot 023. The subject property is located within a RTO (Residential Transit Oriented District) and a 40-X Height and Bulk District. The property is individually listed on the California Register of Historical Resources, located in the Hayes Valley Residential Historic District. It is a two-story, wood frame, single-family dwelling designed in the Italianate style and built in 1885.
- c. **1036 Vallejo Street:** The subject property is located on the north side of Vallejo Street between Jones and Taylor streets. Assessor's Block 0127, Lot 007. The subject property is located within a RH-2 (Residential – House, Two Family) and a 40-X Height and Bulk District. The property is a contributor to the Russian Hill-Vallejo Street Crest National Register of Historic Places District. It is a two and half-story, wood frame, single-family dwelling designed in the Shingle style and built in 1906.
- d. **1338 Filbert Street:** The subject property is located on the north side of Filbert Street between Polk and Larkin streets. Assessor's Block 0524/031, 0524/032, 0524/033, 0524/034. The subject property is located within a RH-2 (Residential – House, Two Family) and a 40-X Height and Bulk District. The property is San Francisco Landmark No. 232, 1338 Filbert Cottages. It consists of four, two-story, wood frame, single family dwellings designed in a vernacular post-earthquake period style with craftsman references and built in 1907 with a 1943 addition.

## PROJECT DESCRIPTION

This project is a Mills Act Historical Property Contract application.

## MILLS ACT REVIEW PROCESS

Once a Mills Act application is received, the matter is referred to the Historic Preservation Commission (HPC) for review. The HPC shall conduct a public hearing on the Mills Act application, historical property contract, and proposed rehabilitation and maintenance plan, and make a recommendation for approval or disapproval to the Board of Supervisors.



The Board of Supervisors will hold a public hearing to review and approve or disapprove the Mills Act application and contract. The Board of Supervisors shall conduct a public hearing to review the Historic Preservation Commission recommendation, information provided by the Assessor's Office, and any other information the Board requires in order to determine whether the City should execute a historical property contract for the subject property.

The Board of Supervisors shall have full discretion to determine whether it is in the public interest to enter into a Mills Act contract and may approve, disapprove, or modify and approve the terms of the contract. Upon approval, the Board of Supervisors shall authorize the Director of Planning and the Assessor-Recorder's Office to execute the historical property contract.

## **MILLS ACT REVIEW PROCEDURES**

The Historic Preservation Commission is requested to review and make recommendations on the following:

- The draft Mills Act Historical Property Contract between the property owner and the City and County of San Francisco.
- The proposed rehabilitation and maintenance plan.

The Historic Preservation Commission may also comment in making a determination as to whether the public benefit gained through restoration, continued maintenance and preservation of the property is sufficient to outweigh the subsequent loss of property taxes to the City.

## **APPLICABLE PRESERVATION STANDARDS**

Ordinance No. 191-96 amended the San Francisco Administrative Code by adding Chapter 71 to implement the California Mills Act, California Government Code Sections 50280 *et seq.* The Mills Act authorizes local governments to enter into contracts with private property owners who will rehabilitate, restore, preserve, and maintain a "qualified historical property." In return, the property owner enjoys a reduction in property taxes for a given period. The property tax reductions must be made in accordance with Article 1.9 (commencing with Section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

## **TERM**

Mills Act contracts must be made for a minimum term of ten years. The ten-year period is automatically renewed by one year annually to create a rolling ten-year term. One year is added automatically to the initial term of the contract on the anniversary date of the contract, unless notice of nonrenewal is given or the contract is terminated. If the City issues a notice of nonrenewal, then one year will no longer be added to the term of the contract on its anniversary date and the contract will only remain in effect for the remainder of its term. The City must monitor the provisions of the contract until its expiration and may terminate the Mills Act contract at any time if it determines that the owner is not complying with the terms of the contract or the legislation. Termination due to default immediately ends the contract term. Mills Act contracts remain in force when a property is sold.

## ELIGIBILITY

San Francisco Administrative Code Chapter 71, Section 71.2, defines a “qualified historic property” as one that is not exempt from property taxation and that is one of the following:

- (a) Individually listed in the National Register of Historic Places;
- (b) Listed as a contributor to an historic district included on the National Register of Historic Places;
- (c) Designated as a City landmark pursuant to San Francisco Planning Code Article 10;
- (d) Designated as contributory to a landmark district designated pursuant to San Francisco Planning Code Article 10; or
- (e) Designated as significant (Categories I or II) or contributory (Categories III or IV) to a conservation district designated pursuant to San Francisco Planning Code Article 11.

All properties that are eligible under the criteria listed above must also meet a tax assessment value to be eligible for a Mills Act Contract. The tax assessment limits are listed below:

### *Residential Buildings*

Eligibility is limited to a property tax assessment value of not more than \$3,000,000.

### *Commercial, Industrial or Mixed Use Buildings*

Eligibility is limited to a property tax assessment value of not more than \$5,000,000.

Properties may be exempt from the tax assessment values if it meets any one of the following criteria:

- The qualified historic property is an exceptional example of architectural style or represents a work of a master architect or is associated with the lives of persons important to local or national history; or
- Granting the exemption will assist in the preservation and rehabilitation of a historic structure (including unusual and/or excessive maintenance requirements) that would otherwise be in danger of demolition, deterioration, or abandonment;

Properties applying for a valuation exemption must provide evidence that it meets the exemption criteria, including a historic structure report to substantiate the exceptional circumstances for granting the exemption. The Historic Preservation Commission shall make specific findings in determining whether to recommend to the Board of Supervisors that the valuation exemption should be approved. Final approval of this exemption is under the purview of the Board of Supervisors.

## PUBLIC/NEIGHBORHOOD INPUT

The Department has not received any public comment regarding the Mills Act Historical Property Contract.

## STAFF ANALYSIS

The Department received six Mills Act applications by the May 1, 2015 filing date. One application, 166 Geary (Block/Lot: 0127/007), was incomplete. 53-57 Potomac Street (0865/009) did not receive a first year

reduction and the application was withdrawn by the Project Sponsor. The Project Sponsors, Planning Department Staff, and the Office of the City Attorney have negotiated the remaining five attached draft historical property contracts, which include a draft rehabilitation and maintenance plan for the historic building. Department Staff believes the draft historical property contracts and plans are adequate.

- a. **101-105 Steiner Street:** As detailed in the Mills Act application, the applicant proposes to rehabilitate and maintain the historic property. Staff determined that the proposed work, detailed in the attachments, is consistent with the Secretary of Interior's Standards for Rehabilitation, Preservation and Restoration.

The subject property is currently valued by the Assessor's Office as under \$3,000,000 (see attached Market Analysis and Income Approach reports) and did not require a Historic Structure Report. The subject property qualifies for an exemption as a contributor to the Duboce Park Historic District under Article 10 of the Planning Code.

The applicant has already completed a partial foundation improvement to the enclosed porch at the rear of the building. The proposed Rehabilitation Plan includes repair and in-kind replacement of double-hung, wood sash windows; roof repair and replacement; seismic upgrade; replacement of non-original siding with compatible wood siding on enclosed rear porch; siding repair; and painting.

The proposed Maintenance Plan includes annual inspection of the roof and drainage systems; attic; exterior wood siding; windows; porch; basement and foundation with in-kind repair of any deteriorated elements as necessary. Any needed repairs will be made in kind and will avoid altering, removing or obscuring character-defining features of the building.

No changes to the use of the property are proposed. Please refer to the attached Rehabilitation and Maintenance Plan for a full description of the proposed work. The attached draft historical property contract will help the applicant mitigate these expenditures and will induce the applicant to maintain the property in excellent condition in the future.

- b. **361 Oak Street:** As detailed in the Mills Act application, the applicant proposes to rehabilitate and maintain the historic property. Staff determined that the proposed work, detailed in the attachments, is consistent with the Secretary of Interior's Standards for Rehabilitation, Preservation and Restoration.

The subject property is currently valued by the Assessor's Office as under \$3,000,000 (see attached Market Analysis and Income Approach reports) and did not require a Historic Structure Report. The subject property qualifies for an exemption as an individually listed property on the California Register of Historic Resources, located in Hayes Valley Residential Historic District.

The proposed Rehabilitation Plan includes consultation with a structural engineer on possible need for seismic upgrade; new compatible wood windows; new roof; and painting.

The proposed Maintenance Plan includes annual inspection siding, windows, and gutters; and inspection of the roof and cast iron fencing every five years with in-kind repair of any deteriorated elements as necessary. Any needed repairs will be made in kind and will avoid altering, removing or obscuring character-defining features of the building.

No changes to the use of the property are proposed. Please refer to the attached Rehabilitation and Maintenance Plan for a full description of the proposed work. The attached draft historical property contract will help the applicant mitigate these expenditures and will induce the applicant to maintain the property in excellent condition in the future.

- c. **1036 Vallejo Street:** As detailed in the Mills Act application, the applicant proposes to rehabilitate and maintain the historic property. Staff determined that the proposed work, detailed in the attachments, is consistent with the Secretary of Interior's Standards for Rehabilitation, Preservation and Restoration.

The subject property is currently valued by the Assessor's Office as under \$3,000,000 (see attached Market Analysis and Income Approach reports) and did not require a Historic Structure Report. The subject property qualifies for an exemption as a contributor to the Russian Hill-Vallejo Crest National Register Historic District.

The proposed Rehabilitation Plan includes repair and in-kind replacement of multi-pane, double-hung, wood sash windows; seismic upgrade; in-kind repair to wood trim and shingles; roof and gutter repair; and in-kind repair to front stairs.

The proposed Maintenance Plan includes annual inspection of the windows, wood siding and shingles, and gutters; as well as inspection of the roof every five years with in-kind repair of any deteriorated elements as necessary. Any needed repairs will be made in kind and will avoid altering, removing or obscuring character-defining features of the building.

No changes to the use of the property are proposed. Please refer to the attached Rehabilitation and Maintenance Plan for a full description of the proposed work. The attached draft historical property contract will help the applicant mitigate these expenditures and will induce the applicant to maintain the property in excellent condition in the future.

- d. **1338 Filbert Street:** As detailed in the Mills Act application, the applicant proposes to rehabilitate and maintain the historic property. Staff determined that the proposed work, detailed in the attachments, is consistent with the Secretary of Interior's Standards for Rehabilitation, Preservation and Restoration.

The subject property is currently valued by the Assessor's Office as over \$3,000,000 (all four parcels; see attached Market Analysis and Income Approach reports). The subject property qualifies for an exemption as it is designated San Francisco Landmark No. 232, 1338 Filbert Cottages. A Historic Structure Report was required in order to demonstrate that granting the exemption would assist in the preservation of a property that might otherwise be in danger of demolition or substantial alterations.

The applicant has already completed a substantial rehabilitation work to the property, including historic resource protection during construction; seismic upgrade; in-kind roof replacement; and in-kind gutter replacement. The proposed Rehabilitation Plan includes retention and in-kind replacement of siding; structural reframing; retention and in-kind replacement of doors and windows; exterior painting; and restoration of the garden.

The proposed Maintenance Plan includes annual inspection of the garden, downspouts, gutters and drainage; inspection of doors and windows, millwork every two years; inspection of wood siding and trim every three years; selected repainting every four years; and inspection of the roof every five years with in-kind repair of any deteriorated elements as necessary. Any needed repairs will be made in kind and will avoid altering, removing or obscuring character-defining features of the building.

No changes to the use of the property are proposed. Please refer to the attached Rehabilitation and Maintenance Plan for a full description of the proposed work. The attached draft historical property contract will help the applicant mitigate these expenditures and will induce the applicant to maintain the property in excellent condition in the future.

## **PLANNING DEPARTMENT RECOMMENDATION**

Based on information received from the Assessor-Recorder, 101-105 Steiner Street will receive an estimated 44.5% first year reduction; 361 Oak Street will receive an estimated 55.0% first year reduction; 1036 Vallejo Street will receive an estimated 28.1% first year reduction; and 1338 Filbert Street #1 will not receive a first year reduction, 1338 Filbert Street #2 will receive a 22.7% first year reduction, 1338 Filbert Street #3 will receive a 12.2% first year reduction, and 1338 Filbert Street #4 will receive a 0.5% reduction as a result of the Mills Act Contract.

The Planning Department recommends that the Historic Preservation Commission adopt a resolution recommending approval of these Mills Act Historical Property Contracts and Rehabilitation and Maintenance Plans to the Board of Supervisors.

## **ISSUES AND OTHER CONSIDERATIONS**

Mills Act Contract property owners are required to submit an annual affidavit demonstrating compliance with Rehabilitation and Maintenance Plans.

## **HISTORIC PRESERVATION COMMISSION ACTIONS**

Review and adopt a resolution for each property:

1. Recommending to the Board of Supervisors the approval of the proposed Mills Act Historical Property Contract between the property owner(s) and the City and County of San Francisco;
2. Approving the proposed Mills Act Rehabilitation and Maintenance Plan for each property.

**Attachments:**

**a. 101-105 Steiner Street**

Draft Resolution  
Draft Mills Act Historical Property Contract  
Draft Rehabilitation Program & Maintenance Plan  
Draft Mills Act Valuation provided by the Assessor-Recorder's Office  
Mills Act Application

**b. 361 Oak Street**

Draft Resolutions  
Draft Mills Act Historical Property Contract  
Draft Rehabilitation Program & Maintenance Plan  
Draft Mills Act Valuation provided by the Assessor-Recorder's Office  
Mills Act Application

**c. 1036 Vallejo Street**

Draft Resolution  
Draft Mills Act Historical Property Contract  
Draft Rehabilitation Program & Maintenance Plan  
Draft Mills Act Valuation provided by the Assessor-Recorder's Office  
Mills Act Application

**d. 1338 Filbert Street**

Draft Resolution  
Draft Mills Act Historical Property Contract  
Draft Rehabilitation Program & Maintenance Plan  
Draft Mills Act Valuation provided by the Assessor-Recorder's Office  
Mills Act Application and Historic Structure Report

101-105 STEINER STREET



# SAN FRANCISCO PLANNING DEPARTMENT

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## Historic Preservation Commission Resolution No. XXX

HEARING DATE OCTOBER 5, 2016

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*Hearing Date:* October 5, 2016  
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*Landmark District:* Duboce Park Landmark District  
*Zoning:* RTO (Residential Transit Oriented District)  
40-X Height and Bulk District  
*Block/Lot:* 0866/009  
*Applicant:* Jason Monberg & Karli Sager  
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San Francisco, CA 94117  
*Staff Contact:* Shannon Ferguson – (415) 575-9074  
shannon.ferguson@sfgov.org  
*Reviewed By:* Tim Frye – (415) 575-6822  
tim.frye@sfgov.org

### **ADOPTING FINDINGS RECOMMENDING TO THE BOARD OF SUPERVISORS APPROVAL OF THE MILLS ACT HISTORICAL PROPERTY CONTRACT, REHABILITATION PROGRAM, AND MAINTENANCE PLAN FOR 101-105 STEINER STREET:**

**WHEREAS,** The Mills Act, California Government Code Sections 50280 et seq. (“the Mills Act”) authorizes local governments to enter into contracts with owners of private historical property who assure the rehabilitation, restoration, preservation and maintenance of a qualified historical property; and

**WHEREAS,** In accordance with Article 1.9 (commencing with Section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code, the City and County of San Francisco may provide certain property tax reductions, such as those provided for in the Mills Act; and

**WHEREAS,** Ordinance No. 191-96 amended the San Francisco Administrative Code by adding Chapter 71, to implement Mills Act locally; and

**WHEREAS,** The Planning Department has determined that the actions contemplated in this Resolution are categorically exempt from with the California Environmental Quality Act (California Public Resources Code Sections 21000 et seq.) under section 15331; and



**WHEREAS,** The existing building located at 101-105 Steiner Street is listed under Article 10 of the San Francisco Planning Code Planning Code as a contributor to the Duboce Park Landmark District and thus qualifies as a historic property; and

**WHEREAS,** The Planning Department has reviewed the Mills Act Application, Historical Property Contract, Historical Property Contract, Rehabilitation Program, and Maintenance Plan for 101-105 Steiner Street, which are located in Case Docket No. 2016-006192MLS. The Planning Department recommends approval of the Mills Act historical property contract, rehabilitation program, and maintenance plan; and

**WHEREAS,** The Historic Preservation Commission (HPC) recognizes the historic building at 101-105 Steiner Street as an historical resource and believes the Rehabilitation Program and Maintenance Plan are appropriate for the property; and

**WHEREAS,** At a duly noticed public hearing held on October 5, 2016, the Historic Preservation Commission reviewed documents, correspondence and heard oral testimony on the Mills Act Application, Historical Property Contract, Rehabilitation Program, and Maintenance Plan for 101-105 Steiner Street, which are located in Case Docket No. 2016-006192MLS.

**THEREFORE BE IT RESOLVED** that the Historic Preservation Commission hereby recommends that the Board of Supervisors approve the Mills Act Historical Property Contract, including the Rehabilitation Program, and Maintenance Plan for the historic building located at 101-105 Steiner Street, attached herein as Exhibits A and B, and fully incorporated by this reference.

**BE IT FURTHER RESOLVED** That the Historic Preservation Commission hereby directs its Commission Secretary to transmit this Resolution, the Mills Act Historical Property Contract, including the Rehabilitation Program, and Maintenance Plan for 101-105 Steiner Street, and other pertinent materials in the case file 2016-006192MLS to the Board of Supervisors.

I hereby certify that the foregoing Resolution was ADOPTED by the Historic Preservation Commission on October 5, 2016.

Jonas P. Ionin  
Commissions Secretary

AYES:

NOES:

ABSENT:

ADOPTED:     October 5, 2016

1 [Approval of an Historical Property Contract for 101-105 Steiner Street]

2  
3 **Resolution under Chapter 71 of the San Francisco Administrative Code, approving an**  
4 **historical property contract between Jason Monberg and Karli Sager, the owners of**  
5 **101-105 Steiner Street, and the City and County of San Francisco; authorizing the**  
6 **Planning Director and the Assessor-Recorder to execute the historical property**  
7 **contract.**

8  
9 WHEREAS, The California Mills Act (Government Code Section 50280 et seq.)  
10 authorizes local governments to enter into a contract with the owners of a qualified historical  
11 property who agree to rehabilitate, restore, preserve, and maintain the property in return for  
12 property tax reductions under the California Revenue and Taxation Code; and

13 WHEREAS, The Planning Department has determined that the actions contemplated in  
14 this Resolution comply with the California Environmental Quality Act (California Public  
15 Resources Code Sections 21000 et seq.). Said determination is on file with the Clerk of the  
16 Board of Supervisors in File No. \_\_\_\_, is incorporated herein by reference, and the Board  
17 herein affirms it; and

18 WHEREAS, San Francisco contains many historic buildings that add to its character  
19 and international reputation and that have not been adequately maintained, may be  
20 structurally deficient, or may need rehabilitation, and the costs of properly rehabilitating,  
21 restoring, and preserving these historic buildings may be prohibitive for property owners; and,

22 WHEREAS, Chapter 71 of the San Francisco Administrative Code was adopted to  
23 implement the provisions of the Mills Act and to preserve these historic buildings; and

1           WHEREAS, 101-105 Steiner Street is a contributor the Duboce Park Landmark District  
2 under Article 10 of the Planning Code and thus qualifies as an historical property as defined in  
3 Administrative Code Section 71.2; and

4           WHEREAS, A Mills Act application for an historical property contract has been  
5 submitted by Jason Monberg and Karli Sager, the owners of 101-105 Steiner Street, detailing  
6 completed rehabilitation work and proposing a maintenance plan for the property; and

7           WHEREAS, As required by Administrative Code Section 71.4(a), the application for the  
8 historical property contract for 101-105 Steiner Street was reviewed by the Assessor's Office  
9 and the Historic Preservation Commission; and

10          WHEREAS, The Assessor-Recorder has reviewed the historical property contract and  
11 has provided the Board of Supervisors with an estimate of the property tax calculations and  
12 the difference in property tax assessments under the different valuation methods permitted by  
13 the Mills Act in its report transmitted to the Board of Supervisors on \_\_\_\_\_, which  
14 report is on file with the Clerk of the Board of Supervisors in File No. \_\_\_\_\_ and is  
15 hereby declared to be a part of this Resolution as if set forth fully herein; and,

16          WHEREAS, The Historic Preservation Commission recommended approval of the  
17 historical property contract in its Resolution No. \_\_\_\_\_, including approval of the  
18 Rehabilitation Program and Maintenance Plan, attached to said Resolution, which is on file  
19 with the Clerk of the Board of Supervisors in File No \_\_\_\_\_ and is hereby declared  
20 to be a part of this resolution as if set forth fully herein; and,

21          WHEREAS, The draft historical property contract between Jason Monberg and Karli  
22 Sager, the owners of 101-105 Steiner Street, and the City and County of San Francisco is on  
23 file with the Clerk of the Board of Supervisors in File No. \_\_\_\_\_ and is hereby  
24 declared to be a part of this resolution as if set forth fully herein; and,  
25

1           WHEREAS, The Board of Supervisors has conducted a public hearing pursuant to  
2   Administrative Code Section 71.4(d) to review the Historic Preservation Commission's  
3   recommendation and the information provided by the Assessor's Office in order to determine  
4   whether the City should execute the historical property contract for 101-105 Steiner Street;  
5   and

6           WHEREAS, The Board of Supervisors has balanced the benefits of the Mills Act to the  
7   owner of 101-105 Steiner Street with the cost to the City of providing the property tax  
8   reductions authorized by the Mills Act, as well as the historical value of 101-105 Steiner Street  
9   and the resultant property tax reductions, and has determined that it is in the public interest to  
10   enter into a historical property contract with the applicants; now, therefore, be it

11          RESOLVED, That the Board of Supervisors hereby approves the historical property  
12   contract between Jason Monberg and Karli Sager, the owners of 101-105 Steiner Street, and  
13   the City and County of San Francisco; and, be it

14          FURTHER RESOLVED, That the Board of Supervisors hereby authorizes the Planning  
15   Director and the Assessor-Recorder to execute the historical property contract.

# DRAFT MILLS ACT HISTORICAL PROPERTY CONTRACT

Recording Requested by, and  
when recorded, send notice to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CALIFORNIA MILLS ACT  
HISTORIC PROPERTY AGREEMENT  
101-105 STEINER STREET  
SAN FRANCISCO, CALIFORNIA**

THIS AGREEMENT is entered into by and between the City and County of San Francisco, a California municipal corporation ("City") and Jason Monberg and Karli Sager ("Owners").

**RECITALS**

Owners are the owners of the property located at 101-105 Steiner Street, in San Francisco, California (Block 0866, Lot 009). The building located at 101-105 Steiner Street is designated as a contributor to the Duboce Park Landmark District pursuant to Article 10 of the Planning Code, and is also known as the "Historic Property". The Historic Property is a Qualified Historic Property, as defined under California Government Code Section 50280.1.

Owners desire to execute a rehabilitation and ongoing maintenance project for the Historic Property. Owners' application calls for the rehabilitation and restoration of the Historic Property according to established preservation standards, which it estimates will cost four hundred twenty-five thousand, seven hundred sixty dollars (\$425,760.00). (See Rehabilitation Plan, Exhibit A.) Owners' application calls for the maintenance of the Historic Property according to established preservation standards, which is estimated will cost approximately seven hundred dollars (\$700.00) annually (See Maintenance Plan, Exhibit B).

The State of California has adopted the "Mills Act" (California Government Code Sections 50280-50290, and California Revenue & Taxation Code, Article 1.9 [Section 439 et seq.]) authorizing local governments to enter into agreements with property Owners to reduce their property taxes, or to prevent increases in their property taxes, in return for improvement to and maintenance of historic properties. The City has adopted enabling legislation, San Francisco Administrative Code Chapter 71, authorizing it to participate in the Mills Act program.

Owners desire to enter into a Mills Act Agreement (also referred to as a "Historic Property Agreement") with the City to help mitigate anticipated expenditures to restore and maintain the Historic Property. The City is willing to enter into such Agreement to mitigate these expenditures and to induce Owners to restore and maintain the Historic Property in excellent condition in the future.

NOW, THEREFORE, in consideration of the mutual obligations, covenants, and conditions contained herein, the parties hereto do agree as follows:

1. Application of Mills Act. The benefits, privileges, restrictions and obligations provided for in the Mills Act shall be applied to the Historic Property during the time that this Agreement is in effect commencing from the date of recordation of this Agreement.

2. Rehabilitation of the Historic Property. Owners shall undertake and complete the work set forth in Exhibit A ("Rehabilitation Plan") attached hereto according to certain standards and requirements. Such standards and requirements shall include, but not be limited to: the Secretary of the Interior's Standards for the Treatment of Historic Properties ("Secretary's Standards"); the rules and regulations of the Office of Historic Preservation of the California Department of Parks and Recreation ("OHP Rules and Regulations"); the State Historical Building Code as determined applicable by the City; all applicable building safety standards; and the requirements of the Historic Preservation Commission, the Planning Commission, and the Board of Supervisors, including but not limited to any Certificates of Appropriateness approved under Planning Code Article 10. The Owners shall proceed diligently in applying for any necessary permits for the work and shall apply for such permits within no more than six (6) months after recordation of this Agreement, shall commence the work within six (6) months of receipt of necessary permits, and shall complete the work within three (3) years from the date of receipt of permits. Upon written request by the Owners, the Zoning Administrator, at his or her discretion, may grant an extension of the time periods set forth in this paragraph. Owners may apply for an extension by a letter to the Zoning Administrator, and the Zoning Administrator may grant the extension by letter without a hearing. Work shall be deemed complete when the Director of Planning determines that the Historic Property has been rehabilitated in accordance with the standards set forth in this Paragraph. Failure to timely complete the work shall result in cancellation of this Agreement as set forth in Paragraphs 12 and 13 herein.

3. Maintenance. Owners shall maintain the Historic Property during the time this Agreement is in effect in accordance with the standards for maintenance set forth in Exhibit B ("Maintenance Plan"), the Secretary's Standards; the OHP Rules and Regulations; the State Historical Building Code as determined applicable by the City; all applicable building safety standards; and the requirements of the Historic Preservation Commission, the Planning Commission, and the Board of Supervisors, including but not limited to any Certificates of Appropriateness approved under Planning Code Article 10.

4. Damage. Should the Historic Property incur damage from any cause whatsoever, which damages fifty percent (50%) or less of the Historic Property, Owners shall replace and repair the damaged area(s) of the Historic Property. For repairs that do not require a permit, Owners shall commence the repair work within thirty (30) days of incurring the damage and shall diligently prosecute the repair to completion within a reasonable period of time, as determined by the City. Where specialized services are required due to the nature of the work and the historic character of the features damaged, "commence the repair work" within the meaning of this paragraph may include contracting for repair services. For repairs that require a permit(s), Owners shall proceed diligently in applying for any necessary permits for the work and shall apply for such permits within no more than sixty (60) days after the damage has been incurred, commence the repair work within one hundred twenty (120) days of receipt of the required permit(s), and shall diligently prosecute the repair to completion within a reasonable period of time, as determined by the City. Upon written request by the Owners, the Zoning Administrator, at his or her discretion, may grant an extension of the time periods set forth in this paragraph. Owners may apply for an extension by a letter to the Zoning Administrator, and the Zoning Administrator may grant the extension by letter without a hearing. All repair work shall comply with the design and standards established for the Historic Property in Exhibits A and B attached hereto and Paragraph 3 herein. In the case of damage to twenty percent (20%) or more of the Historic Property due to a catastrophic event, such as an earthquake, or in the case of damage from any cause whatsoever that destroys more than fifty percent (50%) of the Historic Property, the City and Owners may mutually agree to terminate this Agreement. Upon such termination, Owners shall not be obligated to pay the cancellation fee set forth in Paragraph 13 of this Agreement. Upon such termination, the City shall assess the full value of the Historic Property without regard to any restriction imposed upon the Historic Property by this Agreement and Owners shall

pay property taxes to the City based upon the valuation of the Historic Property as of the date of termination.

5. Insurance. Owners shall secure adequate property insurance to meet Owners' repair and replacement obligations under this Agreement and shall submit evidence of such insurance to the City upon request.

6. Inspections and Compliance Monitoring. Prior to entering into this Agreement and every five years thereafter, and upon seventy-two (72) hours advance notice, Owners shall permit any representative of the City, the Office of Historic Preservation of the California Department of Parks and Recreation, or the State Board of Equalization, to inspect of the interior and exterior of the Historic Property, to determine Owners' compliance with this Agreement. Throughout the duration of this Agreement, Owners shall provide all reasonable information and documentation about the Historic Property demonstrating compliance with this Agreement, as requested by any of the above-referenced representatives.

7. Term. This Agreement shall be effective upon the date of its recordation and shall be in effect for a term of ten years from such date ("Term"). As provided in Government Code section 50282, one year shall be added automatically to the Term, on each anniversary date of this Agreement, unless notice of nonrenewal is given as set forth in Paragraph 9 herein.

8. Valuation. Pursuant to Section 439.4 of the California Revenue and Taxation Code, as amended from time to time, this Agreement must have been signed, accepted and recorded on or before the lien date (January 1) for a fiscal year (the following July 1-June 30) for the Historic Property to be valued under the taxation provisions of the Mills Act for that fiscal year.

9. Notice of Nonrenewal. If in any year of this Agreement either the Owners or the City desire not to renew this Agreement, that party shall serve written notice on the other party in advance of the annual renewal date. Unless the Owners serves written notice to the City at least ninety (90) days prior to the date of renewal or the City serves written notice to the Owners sixty (60) days prior to the date of renewal, one year shall be automatically added to the Term of the Agreement. The Board of Supervisors shall make the City's determination that this Agreement shall not be renewed and shall send a notice of nonrenewal to the Owners. Upon receipt by the Owners of a notice of nonrenewal from the City, Owners may make a written protest. At any time prior to the renewal date, City may withdraw its notice of nonrenewal. If either party serves notice of nonrenewal of this Agreement, this Agreement shall remain in effect for the balance of the period remaining since the original execution or the last renewal of the Agreement, as the case may be. Thereafter, the Owners shall pay property taxes to the City without regard to any restriction imposed on the Historic Property by this Agreement, and based upon the Assessor's determination of the fair market value of the Historic Property as of expiration of this Agreement.

10. Payment of Fees. As provided for in Government Code Section 50281.1 and San Francisco Administrative Code Section 71.6, upon filing an application to enter into a Mills Act Agreement with the City, Owners shall pay the City the reasonable costs related to the preparation and approval of the Agreement. In addition, Owners shall pay the City for the actual costs of inspecting the Historic Property, as set forth in Paragraph 6 herein.

11. Default. An event of default under this Agreement may be any one of the following:

(a) Owners' failure to timely complete the rehabilitation work set forth in Exhibit A, in accordance with the standards set forth in Paragraph 2 herein;

(b) Owners' failure to maintain the Historic Property as set forth in Exhibit B, in accordance with the requirements of Paragraph 3 herein;



- (c) Owners' failure to repair any damage to the Historic Property in a timely manner, as provided in Paragraph 4 herein;
- (d) Owners' failure to allow any inspections or requests for information, as provided in Paragraph 6 herein;
- (e) Owners' failure to pay any fees requested by the City as provided in Paragraph 10 herein;
- (f) Owners' failure to maintain adequate insurance for the replacement cost of the Historic Property, as required by Paragraph 5 herein; or
- (g) Owners' failure to comply with any other provision of this Agreement.

An event of default shall result in Cancellation of this Agreement as set forth in Paragraphs 12 and 13 herein, and payment of the Cancellation Fee and all property taxes due upon the Assessor's determination of the full value of the Historic Property as set forth in Paragraph 13 herein. In order to determine whether an event of default has occurred, the Board of Supervisors shall conduct a public hearing as set forth in Paragraph 12 herein prior to cancellation of this Agreement.

12. Cancellation. As provided for in Government Code Section 50284, City may initiate proceedings to cancel this Agreement if it makes a reasonable determination that Owners have breached any condition or covenant contained in this Agreement, has defaulted as provided in Paragraph 11 herein, or has allowed the Historic Property to deteriorate such that the safety and integrity of the Historic Property is threatened or it would no longer meet the standards for a Qualified Historic Property. In order to cancel this Agreement, City shall provide notice to the Owners and to the public and conduct a public hearing before the Board of Supervisors as provided for in Government Code Section 50285. The Board of Supervisors shall determine whether this Agreement should be cancelled.

13. Cancellation Fee. If the City cancels this Agreement as set forth in Paragraph 12 above, and as required by Government Code Section 50286, Owners shall pay a Cancellation Fee of twelve and one-half percent (12.5%) of the fair market value of the Historic Property at the time of cancellation. The City Assessor shall determine fair market value of the Historic Property without regard to any restriction imposed on the Historic Property by this Agreement. The Cancellation Fee shall be paid to the City Tax Collector at such time and in such manner as the City shall prescribe. As of the date of cancellation, the Owners shall pay property taxes to the City without regard to any restriction imposed on the Historic Property by this Agreement and based upon the Assessor's determination of the fair market value of the Historic Property as of the date of cancellation.

14. Enforcement of Agreement. In lieu of the above provision to cancel the Agreement, the City may bring an action to specifically enforce or to enjoin any breach of any condition or covenant of this Agreement. Should the City determine that the Owners has breached this Agreement, the City shall give the Owners written notice by registered or certified mail setting forth the grounds for the breach. If the Owners do not correct the breach, or do not undertake and diligently pursue corrective action to the reasonable satisfaction of the City within thirty (30) days from the date of receipt of the notice, then the City may, without further notice, initiate default procedures under this Agreement as set forth in Paragraph 12 and bring any action necessary to enforce the obligations of the Owners set forth in this Agreement. The City does not waive any claim of default by the Owners if it does not enforce or cancel this Agreement.

15. Indemnification. The Owners shall indemnify, defend, and hold harmless the City and all of its boards, commissions, departments, agencies, agents and employees (individually and collectively, the "City") from and against any and all liabilities, losses, costs, claims, judgments, settlements, damages, liens, fines, penalties and expenses incurred in connection with or arising in whole or in part from: (a) any accident, injury to or death of a person, loss of or damage to

property occurring in or about the Historic Property; (b) the use or occupancy of the Historic Property by the Owners, their Agents or Invitees; (c) the condition of the Historic Property; (d) any construction or other work undertaken by Owners on the Historic Property; or (e) any claims by unit or interval Owners for property tax reductions in excess those provided for under this Agreement. This indemnification shall include, without limitation, reasonable fees for attorneys, consultants, and experts and related costs that may be incurred by the City and all indemnified parties specified in this Paragraph and the City's cost of investigating any claim. In addition to Owners' obligation to indemnify City, Owners specifically acknowledge and agree that they have an immediate and independent obligation to defend City from any claim that actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false, or fraudulent, which obligation arises at the time such claim is tendered to Owners by City, and continues at all times thereafter. The Owners' obligations under this Paragraph shall survive termination of this Agreement.

16. Eminent Domain. In the event that a public agency acquires the Historic Property in whole or part by eminent domain or other similar action, this Agreement shall be cancelled and no cancellation fee imposed as provided by Government Code Section 50288.

17. Binding on Successors and Assigns. The covenants, benefits, restrictions, and obligations contained in this Agreement shall run with the land and shall be binding upon and inure to the benefit of all successors in interest and assigns of the Owners. Successors in interest and assigns shall have the same rights and obligations under this Agreement as the original Owners who entered into the Agreement.

18. Legal Fees. In the event that either the City or the Owners fail to perform any of their obligations under this Agreement or in the event a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the prevailing party may recover all costs and expenses incurred in enforcing or establishing its rights hereunder, including reasonable attorneys' fees, in addition to court costs and any other relief ordered by a court of competent jurisdiction. Reasonable attorneys' fees of the City's Office of the City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience who practice in the City of San Francisco in law firms with approximately the same number of attorneys as employed by the Office of the City Attorney.

19. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

20. Recordation. Within 20 days from the date of execution of this Agreement, the parties shall cause this Agreement to be recorded with the Office of the Recorder of the City and County of San Francisco. From and after the time of the recordation, this recorded Agreement shall impart notice to all persons of the parties' rights and obligations under the Agreement, as is afforded by the recording laws of this state.

21. Amendments. This Agreement may be amended in whole or in part only by a written recorded instrument executed by the parties hereto in the same manner as this Agreement.

22. No Implied Waiver. No failure by the City to insist on the strict performance of any obligation of the Owners under this Agreement or to exercise any right, power, or remedy arising out of a breach hereof shall constitute a waiver of such breach or of the City's right to demand strict compliance with any terms of this Agreement.

23. Authority. If the Owners sign as a corporation or a partnership, each of the persons executing this Agreement on behalf of the Owners does hereby covenant and warrant that such entity is a duly authorized and existing entity, that such entity has and is qualified to do business

in California, that the Owner has full right and authority to enter into this Agreement, and that each and all of the persons signing on behalf of the Owners are authorized to do so.

24. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

25. Tropical Hardwood Ban. The City urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood or tropical hardwood product.

26. Charter Provisions. This Agreement is governed by and subject to the provisions of the Charter of the City.

27. Signatures. This Agreement may be signed and dated in parts

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as follows:

CITY AND COUNTY OF SAN FRANCISCO:

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
Assessor-Recorder

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
Director of Planning

APPROVED AS TO FORM:  
DENNIS J. HERRERA  
CITY ATTORNEY

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
\_\_\_\_\_, Deputy City Attorney

OWNERS

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
\_\_\_\_\_, Owner

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
\_\_\_\_\_, Owner

OWNER(S)' SIGNATURE(S) MUST BE NOTARIZED.  
ATTACH PUBLIC NOTARY FORMS HERE.

EXHIBITS A AND B:  
DRAFT REHABILITATION PROGRAM AND  
MAINTENANCE PLAN

## Exhibit A: Rehabilitation and Restoration Plan

SCOPE # 1		BUILDING FEATURE: FOUNDATION	
Rehab/Restoration	<b>X</b>	Maintenance	Completed <b>X</b> Proposed
CONTRACT YEAR WORK COMPLETION: 2016			
TOTAL COST (rounded to nearest dollar): \$59,700			
DESCRIPTION OF WORK:			
Partial foundation improvement at rear of the building, including new retaining wall and footings under enclosed porch.			

SCOPE # 2		BUILDING FEATURE: WINDOWS	
Rehab/Restoration	<b>X</b>	Maintenance	Completed Proposed <b>X</b>
CONTRACT YEAR WORK COMPLETION: 2017			
TOTAL COST (rounded to nearest dollar): \$30,000			
DESCRIPTION OF WORK:			
Remove Plexiglas from existing wood sash windows, repair double-hung sash if necessary and replace glass. Remove all vinyl windows and replace with compatible, double-hung, wood sash windows. Repair existing leaking and/or severely damaged double-hung, wood sash windows, including at rounded bays on front façade. Retain and repair two leaded art glass windows at front façade as needed.			

SCOPE # 3		BUILDING FEATURE: ROOF	
Rehab/Restoration	<b>X</b>	Maintenance	Completed Proposed <b>X</b>
CONTRACT YEAR WORK COMPLETION: 2017			
TOTAL COST (rounded to nearest dollar): \$2,000			
DESCRIPTION OF WORK:			
Repair roof in kind with rolled asphalt on flat surfaces and asphalt shingles on sloped surfaces, as necessary.			

SCOPE # 3		BUILDING FEATURE: FOUNDATION	
Rehab/Restoration	<b>X</b>	Maintenance	Completed Proposed <b>X</b>
CONTRACT YEAR WORK COMPLETION: 2020 unless otherwise advised			
TOTAL COST (rounded to nearest dollar): \$52,000			
DESCRIPTION OF WORK:			
Repair of existing South property line foundation. Seismic strengthening of the garage level with new plywood shearwalls and reinforced concrete grade beams spanning in the transverse direction.			

SCOPE # 5		BUILDING FEATURE: EXTERIOR PAINTING & SIDING		
Rehab/Restoration	<b>X</b>	Maintenance	Completed	Proposed <b>X</b>
CONTRACT YEAR WORK COMPLETION: 2023				
TOTAL COST (rounded to nearest dollar): \$100,000				
DESCRIPTION OF WORK:				
<p>Replace non-wooden siding on enclosed rear porches with compatible wood siding. Prepare exterior for painting, including caulking open gaps, repairing wood decorative features and siding in kind, and securing loose boards or moldings. Prime and repaint the four sides of the house with paint color.</p>				

SCOPE # 6		BUILDING FEATURE: ROOF		
Rehab/Restoration	<b>X</b>	Maintenance	Completed	Proposed <b>X</b>
CONTRACT YEAR WORK COMPLETION: 2028				
TOTAL COST (rounded to nearest dollar): \$28,880				
DESCRIPTION OF WORK:				
<p>Roof replacement in kind with rolled asphalt on flat surfaces and asphalt shingles on sloped surfaces.</p>				

## Exhibit B: Maintenance Plan

SCOPE # 1		BUILDING FEATURE: ROOF	
Rehab/Restoration	Maintenance <b>X</b>	Completed	Proposed <b>X</b>
CONTRACT YEAR WORK COMPLETION: Annually			
TOTAL COST (rounded to nearest dollar): \$100			
DESCRIPTION OF WORK:			
Maintenance of roof and roof drainage. Remove leaves and other debris from gutters and downspouts. Broom sweep branch or leaf debris away from shingles. Remove biological growth where it is causing erosion or exfoliation of roofing. Re-secure loose flashing, or replace with matching flashing. Repair broken, missing or damaged roofing units with ones that match.			

SCOPE # 2		BUILDING FEATURE: ATTIC	
Rehab/Restoration	Maintenance <b>X</b>	Completed	Proposed <b>X</b>
CONTRACT YEAR WORK COMPLETION: Annually			
TOTAL COST (rounded to nearest dollar): \$50			
DESCRIPTION OF WORK:			
Maintenance of attic. Repair any leaking or decay.			

SCOPE # 3		BUILDING FEATURE: EXTERIOR PAINTING & SIDING	
Rehab/Restoration	Maintenance <b>X</b>	Completed	Proposed <b>X</b>
CONTRACT YEAR WORK COMPLETION: Annually			
TOTAL COST (rounded to nearest dollar): \$100			
DESCRIPTION OF WORK:			
Maintenance of exterior wood siding on walls. Trim tree branches away from walls. Wash exterior wall surfaces if dirt or other deposits are causing damage or hiding deterioration and using gentlest means possible. Repair any deterioration with a compatible wood siding. Prime and repaint when necessary.			

SCOPE # 4		BUILDING FEATURE: WINDOWS	
Rehab/Restoration	Maintenance <b>X</b>	Completed	Proposed <b>X</b>
CONTRACT YEAR WORK COMPLETION: Annually			
TOTAL COST (rounded to nearest dollar): \$350			
DESCRIPTION OF WORK:			
Maintenance of windows. Clean windows and hardware. Lubricate window sash chains. Reputty window glazing, replace weather stripping, fill cracks in wood sills, adjust wood sash, and correct perimeter cracks. Prime and repaint when necessary.			

SCOPE # 5		BUILDING FEATURE: FRONT PORCH		
Rehab/Restoration	Maintenance <b>X</b>	Completed	Proposed <b>X</b>	
CONTRACT YEAR WORK COMPLETION: Annually				
TOTAL COST (rounded to nearest dollar): \$50				
DESCRIPTION OF WORK:				
Maintenance of front porch. Inspect front porch for areas of damage or decay and repair in kind. Prime and repaint when necessary.				

SCOPE # 6		BUILDING FEATURE: FOUNDATION		
Rehab/Restoration	Maintenance <b>X</b>	Completed	Proposed <b>X</b>	
CONTRACT YEAR WORK COMPLETION: Annually				
TOTAL COST (rounded to nearest dollar): \$50				
DESCRIPTION OF WORK:				
Maintenance of basement, foundation, and grade. Remove leaves and other debris from drains. Flush with hose to ensure there is no blockage. Ensure separation between wooden siding and the grade. Manage vegetation around foundation. Trim plantings and remove weed. Wash off discoloration on foundation (with special attention that cleaner does not discolor house). Annual inspection of the foundation for buckling, water damage, or other structural issues. If any structural damage is found, a structural engineer will be contacted for assistance.				



**DRAFT MILLS ACT VALUATION PROVIDED BY  
THE ASSESSOR-RECORDER'S OFFICE**



**Office of the Assessor / Recorder - City and County of San Francisco  
2016 Mills Act Valuation**



**101-105 Steiner Street**

**OFFICE OF THE ASSESSOR-RECORDER - CITY & COUNTY OF SAN FRANCISCO**  
**MILLS ACT VALUATION**

<b>APN:</b>	0866 009	<b>Lien Date:</b>	7/1/2016
<b>Address:</b>	101-105 Steiner Street	<b>Application Date:</b>	4/29/2016
<b>SF Landmark No.:</b>	N/A	<b>Valuation Date</b>	7/1/2016
<b>Applicant's Name:</b>	Jason Monberg & Karli Sager	<b>Valuation Term</b>	12 Months
<b>Agt./Tax Rep./Atty:</b>	None	<b>Last Sale Date:</b>	12/9/2015
<b>Fee Appraisal Provided:</b>	No	<b>Last Sale Price:</b>	\$2,700,000

FACTORED BASE YEAR (Roll) VALUE		INCOME CAPITALIZATION APPROACH		SALES COMPARISON APPROACH	
Land	\$1,620,000	Land	\$918,000	Land	\$1,695,000
Imps.	\$1,134,608	Imps.	\$612,000	Imps.	\$1,130,000
Personal Prop	\$0	Personal Prop	\$0	Personal Prop	\$0
<b>Total</b>	<b>\$2,754,608</b>	<b>Total</b>	<b>\$1,530,000</b>	<b>Total</b>	<b>\$2,825,000</b>

**Property Description**

<b>Property Type:</b>	Multi-Family	<b>Year Built:</b>	1900	<b>Neighborhood:</b>	Hayes Valley
<b>Type of Use:</b>	Multi-Family	<b>(Total) Rentable Area:</b>	6726	<b>Land Area:</b>	2,735
<b>Owner-Occupied:</b>	Yes	<b>Stories:</b>	3	<b>Zoning:</b>	RH-3
<b>Unit Type:</b>	Residential	<b>Parking Spaces:</b>	3 Car Garage		

**Total No. of Units:** 3

**Special Conditions (Where Applicable)**

Unit #105 was identified as owner-occupied per the Mills Act Historical Property Contract Application.

**Conclusions and Recommendations**

	Per Unit	Per SF	Total
Factored Base Year Roll	\$918,203	\$410	\$ 2,754,608
Income Approach - Direct Capitalization	\$510,000	\$227	\$ 1,530,000
Sales Comparison Approach	\$941,667	\$420	\$ 2,825,000
<b>Recommended Value Estimate</b>	<b>\$ 510,000</b>	<b>\$ 227</b>	<b>\$ 1,530,000</b>

**Appraiser:** Bryan Bibby

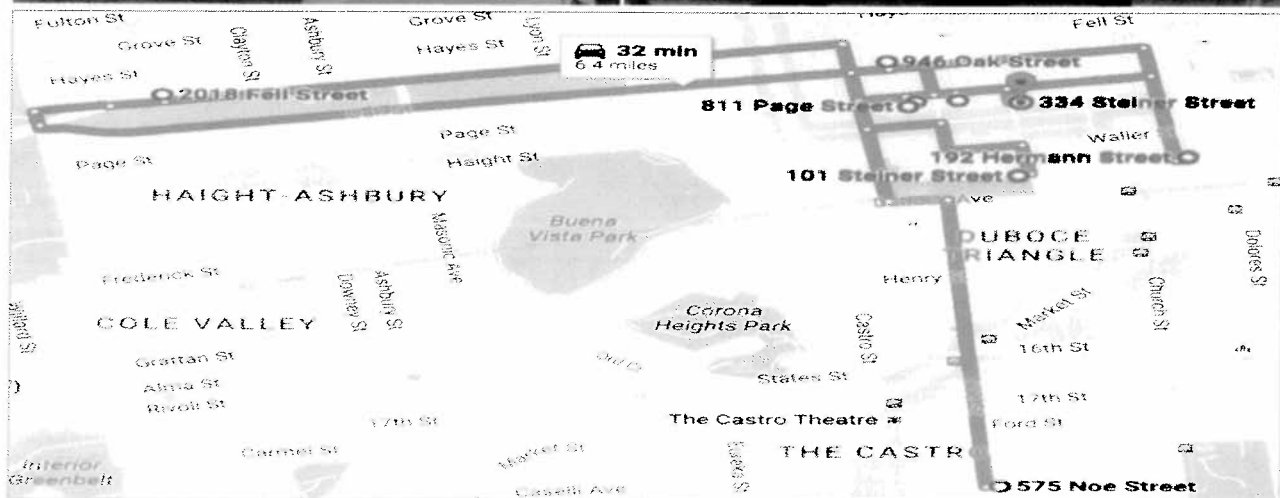
**Principal Appraiser:** Greg Wong

**Date of Report:** 8/9/2016

**SUBJECT PHOTOGRAPHS AND LOCATOR MAP**

**Address:** 101-105 Steiner Street

**APN:** 0866 009



## INCOME APPROACH

**Address:** 101-105 Steiner Street  
**Lien Date:** 7/1/2016

Potential Gross Income	<u>Monthly Rent</u> \$13,780	x	<u>Annualized</u> 12	\$165,355
Less: Vacancy & Collection Loss			3%	(\$4,961)
Effective Gross Income				\$160,395
Less: Anticipated Operating Expenses (Pre-Property Tax)*			15%	(\$24,059)
<b>Net Operating Income (Pre-Property Tax)</b>				<b>\$136,335</b>

### Restricted Capitalization Rate

2016 interest rate per State Board of Equalization			4.2500%	
Risk rate (4% owner occupied / 2% all other property types)			2.6667%	
2015 property tax rate **			1.1826%	
Amortization rate for improvements only				
Remaining economic life (Years)	50	0.0200	<u>0.8000%</u>	
Improvements constitute % of total property value		40%		8.8993%

### **RESTRICTED VALUE ESTIMATE**

**\$1,531,984**

### **ROUNDED TO**

**\$1,530,000**

### **Rent Roll as of 1/1/2016**

Unit #	Bdrm/Ba	SF	Move In Date	Monthly Contract Rent	Annual Rent	Annual Rent / Foot
101	3/2	2,242	Established	\$2,480	\$29,755	\$13.27
103	4/2	2,242	Vacant/Market	\$5,650	\$67,800	\$30.24
105	3/2	<u>2,242</u>	Vacant/Market	<u>\$5,650</u>	<u>\$67,800</u>	<u>\$30.24</u>
<b>Total:</b>		<b>6,726</b>		<b>\$13,780</b>	<b>\$165,355</b>	<b>\$24.58</b>

Unit #	SF	Occupancy	Weight	Risk Factor			Overall
101	2,242	Tenant	33.33%		2.00%		0.667%
103	2,242	Tenant	33.33%		2.00%		0.667%
105	<u>2,242</u>	Owner	<u>33.33%</u>		4.00%		<u>1.33%</u>
	<b>6,726</b>		<b>100.00%</b>				<b>2.667%</b>

### Notes:

\*Annual Operating Expenses include water service, refuse collection, insurance, maintenance and property management, typically estimated at 15% of effective gross income.

Based on taxpayer's report detail of condition items from the Mills Act Historical Property Contract Application, remaining economic life concluded to be 50 years. A 2.00% annual amortization rate is applied.

The Mills Act Application included a 2016 rent summary report. Unit #101 reported rental income as noted above. Units #103 & 105 were reported as vacant with no rental income as of the 7/1/16 event date. Monthly rent for these 2 units were projected using rental comp data. Annual market rent ranged from \$30/sf to \$36.50/sf. Rental Comp #4 was weighted more than the others due to its similar GBA range, similar total rooms count & multiple baths count to the subject. Market rents for both of the subject's vacant units were concluded to be between \$30/sf to \$31/sf (annual) and equated to a monthly rent of \$5,650 for each unit. The market rents for both of these units were concluded to be the same due to the offsets from the additional bedroom and bath counts for Unit #103 compared to the superior condition and floor location for Unit #105. The projected market rent amount includes one garage parking space per unit.

The subject's GBA was based on the assessor's historical data. The unit square footage listed on the Mills Act Application Report appears to have included the enclosed rear porches. It is unknown if this area is permitted for use by DBI so it was excluded from the GBA total.

# Rent Comparables

Address: 101-105 Steiner Street  
Lien Date: 7/1/2016

Rental Comp #1



Property Rental Type:  
Listing Agent:  
Address:  
Cross Streets:  
SF:  
Layout:  
Monthly Rent  
Rent/Foot/Mo  
Annual Rent/Foot:

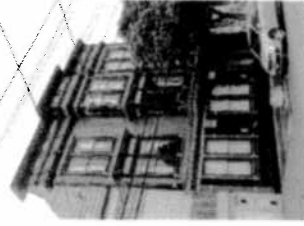
3 Unit Entire Building  
Paragon Coml. Brokerage  
769-773 Page Street  
Pierce Street  
3,825  
3 units: 3/2/1, 3 car parking  
\$9,945  
\$2.60  
\$31.20

Rental Comp #2



3 Unit Entire Building  
Pacific Union International Inc.  
2018-2022 Fell Street  
Cole Street  
4,350  
3 units: 3/4/1, 2 car parking  
\$13,225  
\$3.04  
\$36.48

Rental Comp #3



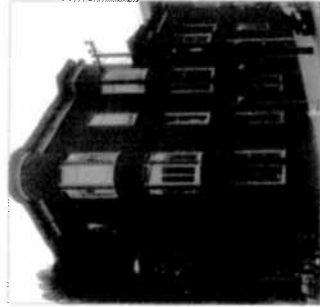
3 Unit Entire Building  
JODI Group  
803-807 Page Street  
Pierce Street  
4,500  
3 units: 2/3/1, 1/2/1, no car parking  
\$12,556  
\$2.79  
\$33.48

Rental Comp #4



3 Unit Entire Building  
Vanguard Properties  
946-950 Oak Street  
Scott Street  
6,375  
3 units: 3/3/1.5, 5 car parking  
\$16,000  
\$2.51  
\$30.12

Rental Comp #5



Property Rental Type:  
Listing Agent:  
Address:  
Cross Streets:  
SF:  
Layout:  
Monthly Rent

Individual Apartment Unit  
Zillow Rental Network  
192 Hermann Street  
Webster Street  
1,200  
1 apartment unit: 3/1.5 no car parking  
\$5,995

Rental Comp #6







Individual Apartment Unit  
Azari Property Management  
811 Page Street, Apt 4  
Pierce Street  
Unknown  
1 apartment unit: 3/1, 1 car parking  
\$5,750

Rental Comp #7



Individual Apartment Unit  
Relisto  
334 Steiner Street  
Haight Street  
1,600  
1 apartment unit: 2/1, 1 car parking  
\$5,500

# RESIDENTIAL INCOME PROPERTY MARKET ANALYSIS

	SUBJECT-A					COMPARABLE SALE 1-B					COMPARABLE SALE 2-C					COMPARABLE SALE 3-D				
APN	0866 009					0825 007					0846 037					3584 037				
																				
Address	101-105 Steiner Street					946-950 Oak Street					803-807 Page Street					575-581 Noe Street				
Sales Price						\$2,850,000					\$2,420,000					\$2,400,000				
\$ / GBA						\$447					\$538					\$510				
\$ / Unit						\$950,000					\$806,667					\$600,000				
Annual Gross Income (PGI)						\$192,000					\$150,672					\$103,368				
GIM						14.8					16.1					23.2				
Avg. Monthly Rent/Unit						\$5,333					\$4,186					\$2,164				
	DESCRIPTION					DESCRIPTION			+(-) \$ADJ.		DESCRIPTION			+(-) \$ADJ.		DESCRIPTION			+(-) \$ADJ.	
Lien Date / Date of Sale	07/01/16					06/16/16					04/08/16					06/27/16				
Neighborhood	Hayes Valley					Hayes Valley/Busy Street			86,000		Hayes Valley					Eureka Valley/Dolores Heights				
Proximity to Subject	--					Within Reasonable Proximity					Within Reasonable Proximity					Within Reasonable Proximity				
Site (sq.ft.)	2,735					3,436			(21,030)		1,475			37,800		5,250			(75,450)	
Year Built	1900					1900					1900					1900				
Condition	Average					Good			(143,000)		Good			(121,000)		Similar To Subject				
Gross Bldg. Area	6,726					6,375			70,200		4,500			445,200		4,708			403,600	
Residential Unit Breakdown	No. of Units	GLA	Room Count			No. of Units	Room Count				No. of Units	Room Count				No. of Units	Room Count			
			Total	Bed	Bath		Total	Bed	Bath			Total	Bed	Bath			Total	Bed	Bath	
	1	2242	6	3	2	1	6	3	1.5	20,000	1	5	3	1	40,000	1	4	2	1	40,000
	1	2242	7	4	2	1	7	3	1.5	20,000	1	5	3	1	40,000	1	5	3	1	40,000
	1	2242	7	3	2	1	8	3	1.5	20,000	1	5	2	1	40,000	1	5	3	1	40,000
Total	3	6726	20	10	6	3	21	9	4.5		3	15	8	3		4	18	10	4	(115,000)
Parking Spaces	3					5			(80,000)		0			120,000		2			40,000	
Net Adj. (total)									(27,830)					602,000					373,150	
ADJ. SALES PRICE	\$2,825,000								\$2,822,170					\$3,022,000					\$2,773,150	
Adj. \$ Per Foot	\$420								\$420					\$449					\$412	
REMARKS																				
The subject has some deferred maintenance items per the Mills Act Application Report that have been accounted for in the condition rating. Of note, Unit #105 features an altered floor plan with kitchen & baths updates completed in March, 2016. The overall rating was concluded to be average. Building GBA was based on historical tax records. The square footage reported in the Mills Act Application Report appears to include the enclosed rear porches. Due to condition issues and the legality of this added area, it was not included in the overall GBA of the subject. The subject's total rooms count, bedrooms count and baths count were based on the subject's listing history and building plans submitted to DBI.																				
Site size adj. warranted for all comps and was adj. at \$30/sf. GBA adj. warranted on all comps and adj. at \$200/sf. Parking space adj. warranted for all comps and adj. at \$40,000 per space. Condition adj. was warranted for Comps #1 & 2 due to their overall better condition than the subject. Adj. at 5% of the sales price. Bath adj. at \$40,000 each. Half bath adj. at \$20,000 each. Number of units adj. at \$75,000 per unit variance. Traffic adj. was warranted for Comp #1 due to its busy street attributes. Adj. at 3% of the sales price.																				
Although all comparables were given consideration in the final value conclusion, Comp #1 was weighted more than the others due to its recent sale, similar GBA range to the subject and its same neighborhood location as the subject. Comp #2 was located in the same neighborhood as the subject. Comp #3 was a recent sale to the event date analyzed.																				
THE ESTIMATED MARKET VALUE AS OF, 1-Jul-16 IS Land \$1,695,000 Improvements \$1,130,000 TOTAL \$2,825,000																				

# MILLS ACT APPLICATION



# APPLICATION FOR Mills Act Historical Property Contract

Applications must be submitted in both hard copy and digital copy form to the Planning Department at 1650 Mission St., Suite 400 by May 1st in order to comply with the timelines established in the Application Guide. Please submit only the Application and required documents.

## 1. Owner/Applicant Information (If more than three owners, attach additional sheets as necessary.)

PROPERTY OWNER 1 NAME:	TELEPHONE:
Jason Monberg	(415) 722-4972
PROPERTY OWNER 1 ADDRESS:	EMAIL:
56 Potomac Street, San Francisco, CA 94117	jasonmonberg@gmail.com
PROPERTY OWNER 2 NAME:	TELEPHONE:
Karli Sager	(415) 269-8518
PROPERTY OWNER 2 ADDRESS:	EMAIL:
56 Potomac Street, San Francisco, CA 94117	karlisager@gmail.com
PROPERTY OWNER 3 NAME:	TELEPHONE:
	( )
PROPERTY OWNER 3 ADDRESS:	EMAIL:

## 2. Subject Property Information

PROPERTY ADDRESS:	ZIP CODE:
101-105 Steiner Street, San Francisco, CA	94117
PROPERTY PURCHASE DATE:	ASSESSOR BLOCK/LOT(S):
12/9/2015	Block 0866, Lot 009
MOST RECENT ASSESSED VALUE:	ZONING DISTRICT:
\$2,700,000	RTO

Are taxes on all property owned within the City and County of San Francisco paid to date? YES ☒ NO ☐

Is the entire property owner-occupied? YES ☐ NO ☒

If No, please provide an approximate square footage for owner-occupied areas vs. rental income (non-owner-occupied areas) on a separate sheet of paper.

Do you own other property in the City and County of San Francisco? YES ☒ NO ☐

If Yes, please list the addresses for all other property owned within the City of San Francisco on a separate sheet of paper.

Are there any outstanding enforcement cases on the property from the San Francisco Planning Department or the Department of Building Inspection? YES ☐ NO ☒

If Yes, all outstanding enforcement cases must be abated and closed for eligibility for the Mills Act.

I/we am/are the present owner(s) of the property described above and hereby apply for an historical property contract. By signing below, I affirm that all information provided in this application is true and correct. I further swear and affirm that false information will be subject to penalty and revocation of the Mills Act Contract.

Owner Signature:

Date:

Owner Signature:

Date:

Owner Signature:

Date:

Mills Act Application

### 3. Property Value Eligibility:

Choose one of the following options:

The property is a Residential Building valued at less than \$3,000,000.

YES ☒ NO ☐

The property is a Commercial/Industrial Building valued at less than \$5,000,000.

YES ☐ NO ☒

\*If the property value exceeds these options, please complete the following: Application of Exemption.

### Application for Exemption from Property Tax Valuation

If answered "no" to either question above please explain on a separate sheet of paper, how the property meets the following two criteria and why it should be exempt from the property tax valuations.

1. The site, building, or object, or structure is a particularly significant resource and represents an exceptional example of an architectural style, the work of a master, or is associated with the lives of significant persons or events important to local or natural history; or
2. Granting the exemption will assist in the preservation of a site, building, or object, or structure that would otherwise be in danger of demolition, substantial alteration, or disrepair. (A Historic Structures Report, completed by a qualified historic preservation consultant, must be submitted in order to meet this requirement.)

### 4. Property Tax Bill

All property owners are required to attach a copy of their recent property tax bill.

PROPERTY OWNER NAMES:

**SAGER-MONBERG REVOCABLE TRUST  
KARLI SAGER**

MOST RECENT ASSESSED PROPERTY VALUE:

**\$757,200**

PROPERTY ADDRESS:


**101 Steiner Street, San Francisco, CA 94117**

### 5. Other Information

All property owners are required to attach a copy of all other information as outlined in the checklist on page 7 of this application.

By signing below, I/we acknowledge that I/we am/are the owner(s) of the structure referenced above and by applying for exemption from the limitations certify, under the penalty of perjury, that the information attached and provided is accurate.

Owner Signature:



Date:

**4/29/16**

Owner Signature:



Date:

**4/29/16**

Owner Signature:

Date:

## 2. Subject Property Information

### a. Owner Occupied Area v. Rental Area

Unit	Unit Area (sq ft)	Status	Rental Income
101 Steiner	2,735	Rental	\$2,479.60
103 Steiner	2,735	RMI (as of May 1, 2016)	\$0
105 Steiner	2,735	OMI (as of April 1, 2016)	\$0

### b. Other Owned Property

1. 56 Potomac Street, San Francisco, CA 94117
2. 138 Whitney Street, San Francisco, CA 94112

## 5. Rehabilitation/Restoration & Maintenance Plan

A 10 Year Rehabilitation/Restoration Plan has been submitted detailing work to be performed on the subject property

YES ☒ NO ☐

A 10 Year Maintenance Plan has been submitted detailing work to be performed on the subject property

YES ☒ NO ☐

Proposed work will meet the *Secretary of the Interior's Standards for the Treatment of Historic Properties* and/or the California Historic Building Code.

YES ☒ NO ☐

Property owner will ensure that a portion of the Mills Act tax savings will be used to finance the preservation, rehabilitation, and maintenance of the property

YES ☒ NO ☐

Use this form to outline your rehabilitation/restoration plan. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed rehabilitation work (if applicable) and continue with work you propose to complete within the next ten years, followed by your proposed maintenance work. Arranging all scopes of work in order of priority.

Please note that *all applicable Codes and Guidelines apply to all work*, including the Planning Code and Building Code. If components of the proposed Plan require approvals by the Historic Preservation Commission, Planning Commission, Zoning Administrator, or any other government body, these **approvals must be secured prior to applying for a Mills Act Historical Property Contract**. This plan will be included along with any other supporting documents as part of the Mills Act Historical Property contract.

# \_\_\_\_\_ (Provide a scope number)

BUILDING FEATURE:

Rehab/Restoration ☐

Maintenance ☐

Completed ☐

Proposed ☐

CONTRACT YEAR FOR WORK COMPLETION:

TOTAL COST (rounded to nearest dollar):

DESCRIPTION OF WORK:

See Exhibits A & B.

## 6. Draft Mills Act Historical Property Agreement

Please complete the following Draft Mills Act Historical Property Agreement and submit with your application. A final Mills Act Historical Property Agreement will be issued by the City Attorney once the Board of Supervisors approves the contract. The contract is not in effect until it is fully executed and recorded with the Office of the Assessor-Recorder.

Any modifications made to this standard City contract by the applicant or if an independently-prepared contract is used, it shall be subject to approval by the City Attorney prior to consideration by the Historic Preservation Commission and the Board of Supervisors. This will result in additional application processing time and the timeline provided in the application will be nullified.

Recording Requested by,  
and when recorded, send notice to:  
Director of Planning  
1650 Mission Street  
San Francisco, California 94103-2414

## California Mills Act Historical Property Agreement

PROPERTY NAME (IF ANY)

101-105 Steiner Street

PROPERTY ADDRESS

San Francisco, California

THIS AGREEMENT is entered into by and between the City and County of San Francisco, a California municipal corporation ("City") and **SAGER-MONBERG REVOCABLE TRUST & KARLI SAGER**

### RECITALS

Owners are the owners of the property located at **101-105 Steiner Street**, in San Francisco, California  
**0866** / **009** . The building located at **101-105 Steiner Street**

BLOCK NUMBER

LOT NUMBER

PROPERTY ADDRESS

is designated as **a contributor to the Duboce Park Historic District** (e.g. "a City Landmark pursuant to Article 10 of the Planning Code") and is also known as the **n/a**

HISTORIC NAME OF PROPERTY (IF ANY)

Owners desire to execute a rehabilitation and ongoing maintenance project for the Historic Property. Owners' application calls for the rehabilitation and restoration of the Historic Property according to established preservation standards, which it estimates will cost approximately **two hundred fifty-five thousand** (\$ **255,500** ). See Rehabilitation Plan, Exhibit A. **and five hundred**

AMOUNT IN WORD FORMAT

AMOUNT IN NUMERICAL FORMAT

Owners' application calls for the maintenance of the Historic Property according to established preservation standards, which is estimated will cost approximately **nine thousand** (\$ **9,000** ) annually. See Maintenance Plan, Exhibit B.

AMOUNT IN WORD FORMAT

AMOUNT IN NUMERICAL FORMAT

The State of California has adopted the "Mills Act" (California Government Code Sections 50280-50290, and California Revenue & Taxation Code, Article 1.9 [Section 439 et seq.] authorizing local governments to enter into agreements with property owners to potentially reduce their property taxes in return for improvement to and maintenance of historic properties. The City has adopted enabling legislation, San Francisco Administrative Code Chapter 71, authorizing it to participate in the Mills Act program.

Owners desire to enter into a Mills Act Agreement (also referred to as a "Historic Property Agreement") with the City to help mitigate its anticipated expenditures to restore and maintain the Historic Property. The City is willing to enter into such Agreement to mitigate these expenditures and to induce Owners to restore and maintain the Historic Property in excellent condition in the future.

NOW, THEREFORE, in consideration of the mutual obligations, covenants, and conditions contained herein, the parties hereto do agree as follows:

Mills Act Application

#### 1. Application of Mills Act.

The benefits, privileges, restrictions and obligations provided for in the Mills Act shall be applied to the Historic Property during the time that this Agreement is in effect commencing from the date of recordation of this Agreement.

#### 2. Rehabilitation of the Historic Property.

Owners shall undertake and complete the work set forth in Exhibit A ("Rehabilitation Plan") attached hereto according to certain standards and requirements. Such standards and requirements shall include, but not be limited to: the Secretary of the Interior's Standards for the Treatment of Historic Properties ("Secretary's Standards"); the rules and regulations of the Office of Historic Preservation of the California Department of Parks and Recreation ("OHP Rules and Regulations"); the State Historical Building Code as determined applicable by the City; all applicable building safety standards; and the requirements of the Historic Preservation Commission, the Planning Commission, and the Board of Supervisors, including but not limited to any Certificates of Appropriateness approved under Planning Code Article 10. The Owners shall proceed diligently in applying for any necessary permits for the work and shall apply for such permits not less than six (6) months after recordation of this Agreement, shall commence the work within six (6) months of receipt of necessary permits, and shall complete the work within three (3) years from the date of receipt of permits. Upon written request by the Owners, the Zoning Administrator, at his or her discretion, may grant an extension of the time periods set forth in this paragraph. Owners may apply for an extension by a letter to the Zoning Administrator, and the Zoning Administrator may grant the extension by letter without a hearing. Work shall be deemed complete when the Director of Planning determines that the Historic Property has been rehabilitated in accordance with the standards set forth in this Paragraph. Failure to timely complete the work shall result in cancellation of this Agreement as set forth in Paragraphs 13 and 14 herein.

#### 3. Maintenance.

Owners shall maintain the Historic Property during the time this Agreement is in effect in accordance with the standards for maintenance set forth in Exhibit B ("Maintenance Plan"), the Secretary's Standards; the OHP Rules and Regulations; the State Historical Building Code as determined applicable by the City; all applicable building safety standards; and the requirements of the Historic Preservation Commission, the Planning Commission, and the Board of Supervisors, including but not limited to any Certificates of Appropriateness approved under Planning Code Article 10.

#### 4. Damage.

Should the Historic Property incur damage from any cause whatsoever, which damages fifty percent (50%) or less of the Historic Property, Owners shall replace and repair the damaged area(s) of the Historic Property. For repairs that do not require a permit, Owners shall commence the repair work within thirty (30) days of incurring the damage and shall diligently prosecute the repair to completion within a reasonable period of time, as determined by the City. Where specialized services are required due to the nature of the work and the historic character of the features damaged, "commence the repair work" within the meaning of this paragraph may include contracting for repair services. For repairs that require a permit(s), Owners shall proceed diligently in applying for any necessary permits for the work and shall apply for such permits not less than sixty (60) days after the damage has been incurred, commence the repair work within one hundred twenty (120) days of receipt of the required permit(s), and shall diligently prosecute the repair to completion within a reasonable period of time, as determined by the City. Upon written request by the Owners, the Zoning Administrator, at his or her discretion, may grant an extension of the time periods set forth in this paragraph. Owners may apply for an extension by a letter to the Zoning Administrator, and the Zoning Administrator may grant the extension by letter without a hearing. All repair work shall comply with the design and standards established for the Historic Property in Exhibits A and B attached hereto and Paragraph 3 herein. In the case of damage to twenty percent (20%) or more of the Historic Property due to a catastrophic event, such as an earthquake, or in the case of damage from any cause whatsoever that destroys more than fifty percent (50%) of the Historic Property, the City and Owners may mutually agree to terminate this Agreement. Upon such termination, Owners shall not be obligated to pay the cancellation fee set forth in Paragraph 14 of this Agreement. Upon such termination, the City shall assess the full value of the Historic Property without regard to any restriction imposed upon the Historic Property by this Agreement and Owners shall pay property taxes to the City based upon the valuation of the Historic Property as of the date of termination.

#### 5. Insurance.

Owners shall secure adequate property insurance to meet Owners' repair and replacement obligations under this Agreement and shall submit evidence of such insurance to the City upon request.

## 6. Inspections.

Owners shall permit periodic examination of the exterior and interior of the Historic Property by representatives of the Historic Preservation Commission, the City's Assessor, the Department of Building Inspection, the Planning Department, the Office of Historic Preservation of the California Department of Parks and Recreation, and the State Board of Equalization, upon seventy-two (72) hours advance notice, to monitor Owners' compliance with the terms of this Agreement. Owners shall provide all reasonable information and documentation about the Historic Property demonstrating compliance with this Agreement as requested by any of the above-referenced representatives.

## 7. Term.

This Agreement shall be effective upon the date of its recordation and shall be in effect for a term of ten years from such date ("Initial Term"). As provided in Government Code section 50282, one year shall be added automatically to the Initial Term, on each anniversary date of this Agreement, unless notice of nonrenewal is given as set forth in Paragraph 10 herein.

## 8. Valuation.

Pursuant to Section 439.4 of the California Revenue and Taxation Code, as amended from time to time, this Agreement must have been signed, accepted and recorded on or before the lien date (January 1) for a fiscal year (the following July 1-June 30) for the Historic Property to be valued under the taxation provisions of the Mills Act for that fiscal year.

## 9. Termination.

In the event Owners terminates this Agreement during the Initial Term, Owners shall pay the Cancellation Fee as set forth in Paragraph 15 herein. In addition, the City Assessor-Recorder shall determine the fair market value of the Historic Property without regard to any restriction imposed on the Historic Property by this Agreement and shall reassess the property taxes payable for the fair market value of the Historic Property as of the date of Termination without regard to any restrictions imposed on the Historic Property by this Agreement. Such reassessment of the property taxes for the Historic Property shall be effective and payable six (6) months from the date of Termination.

## 10. Notice of Nonrenewal.

If in any year after the Initial Term of this Agreement has expired either the Owners or the City desires not to renew this Agreement that party shall serve written notice on the other party in advance of the annual renewal date. Unless the Owners serves written notice to the City at least ninety (90) days prior to the date of renewal or the City serves written notice to the Owners sixty (60) days prior to the date of renewal, one year shall be automatically added to the term of the Agreement. The Board of Supervisors shall make the City's determination that this Agreement shall not be renewed and shall send a notice of nonrenewal to the Owners. Upon receipt by the Owners of a notice of nonrenewal from the City, Owners may make a written protest. At any time prior to the renewal date, City may withdraw its notice of nonrenewal. If in any year after the expiration of the Initial Term of the Agreement, either party serves notice of nonrenewal of this Agreement, this Agreement shall remain in effect for the balance of the period remaining since the execution of the last renewal of the Agreement.

## 11. Payment of Fees.

Within one month of the execution of this Agreement, City shall tender to Owners a written accounting of its reasonable costs related to the preparation and approval of the Agreement as provided for in Government Code Section 50281.1 and San Francisco Administrative Code Section 71.6. Owners shall promptly pay the requested amount within forty-five (45) days of receipt.

## 12. Default.

An event of default under this Agreement may be any one of the following:

- (a) Owners' failure to timely complete the rehabilitation work set forth in Exhibit A in accordance with the standards set forth in Paragraph 2 herein;
- (b) Owners' failure to maintain the Historic Property in accordance with the requirements of Paragraph 3 herein;
- (c) Owners' failure to repair any damage to the Historic Property in a timely manner as provided in Paragraph 4 herein;
- (d) Owners' failure to allow any inspections as provided in Paragraph 6 herein;
- (e) Owners' termination of this Agreement during the Initial Term;
- (f) Owners' failure to pay any fees requested by the City as provided in Paragraph 11 herein;
- (g) Owners' failure to maintain adequate insurance for the replacement cost of the Historic Property; or
- (h) Owners' failure to comply with any other provision of this Agreement.



An event of default shall result in cancellation of this Agreement as set forth in Paragraphs 13 and 14 herein and payment of the cancellation fee and all property taxes due upon the Assessor's determination of the full value of the Historic Property as set forth in Paragraph 14 herein. In order to determine whether an event of default has occurred, the Board of Supervisors shall conduct a public hearing as set forth in Paragraph 13 herein prior to cancellation of this Agreement.

### 13. Cancellation.

As provided for in Government Code Section 50284, City may initiate proceedings to cancel this Agreement if it makes a reasonable determination that Owners have breached any condition or covenant contained in this Agreement, has defaulted as provided in Paragraph 12 herein, or has allowed the Historic Property to deteriorate such that the safety and integrity of the Historic Property is threatened or it would no longer meet the standards for a Qualified Historic Property. In order to cancel this Agreement, City shall provide notice to the Owners and to the public and conduct a public hearing before the Board of Supervisors as provided for in Government Code Section 50285. The Board of Supervisors shall determine whether this Agreement should be cancelled. The cancellation must be provided to the Office of the Assessor-Recorder for recordation.

### 14. Cancellation Fee.

If the City cancels this Agreement as set forth in Paragraph 13 above, Owners shall pay a cancellation fee of twelve and one-half percent (12.5%) of the fair market value of the Historic Property at the time of cancellation. The City Assessor shall determine fair market value of the Historic Property without regard to any restriction imposed on the Historic Property by this Agreement. The cancellation fee shall be paid to the City Tax Collector at such time and in such manner as the City shall prescribe. As of the date of cancellation, the Owners shall pay property taxes to the City without regard to any restriction imposed on the Historic Property by this Agreement and based upon the Assessor's determination of the fair market value of the Historic Property as of the date of cancellation.

### 15. Enforcement of Agreement.

In lieu of the above provision to cancel the Agreement, the City may bring an action to specifically enforce or to enjoin any breach of any condition or covenant of this Agreement. Should the City determine that the Owners has breached this Agreement, the City shall give the Owners written notice by registered or certified mail setting forth the grounds for the breach. If the Owners do not correct the breach, or if it does not undertake and diligently pursue corrective action, to the reasonable satisfaction of the City within thirty (30) days from the date of receipt of the notice, then the City may, without further notice, initiate default procedures under this Agreement as set forth in Paragraph 13 and bring any action necessary to enforce the obligations of the Owners set forth in this Agreement. The City does not waive any claim of default by the Owners if it does not enforce or cancel this Agreement.

### 16. Indemnification.

The Owners shall indemnify, defend, and hold harmless the City and all of its boards, commissions, departments, agencies, agents and employees (individually and collectively, the "City") from and against any and all liabilities, losses, costs, claims, judgments, settlements, damages, liens, fines, penalties and expenses incurred in connection with or arising in whole or in part from: (a) any accident, injury to or death of a person, loss of or damage to property occurring in or about the Historic Property; (b) the use or occupancy of the Historic Property by the Owners, their Agents or Invitees; (c) the condition of the Historic Property; (d) any construction or other work undertaken by Owners on the Historic Property; or (e) any claims by unit or interval Owners for property tax reductions in excess those provided for under this Agreement. This indemnification shall include, without limitation, reasonable fees for attorneys, consultants, and experts and related costs that may be incurred by the City and all indemnified parties specified in this Paragraph and the City's cost of investigating any claim. In addition to Owners' obligation to indemnify City, Owners specifically acknowledge and agree that they have an immediate and independent obligation to defend City from any claim that actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false, or fraudulent, which obligation arises at the time such claim is tendered to Owners by City, and continues at all times thereafter. The Owners' obligations under this Paragraph shall survive termination of this Agreement.

### 17. Eminent Domain.

In the event that a public agency acquires the Historic Property in whole or part by eminent domain or other similar action, this Agreement shall be cancelled and no cancellation fee imposed as provided by Government Code Section 50288.

### 18. Binding on Successors and Assigns.

The covenants, benefits, restrictions, and obligations contained in this Agreement shall be deemed to run with the land and shall be binding upon and inure to the benefit of all successors and assigns in interest of the Owners.

19. Legal Fees.

In the event that either the City or the Owners fail to perform any of their obligations under this Agreement or in the event a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the prevailing party may recover all costs and expenses incurred in enforcing or establishing its rights hereunder, including reasonable attorneys' fees, in addition to court costs and any other relief ordered by a court of competent jurisdiction. Reasonable attorneys fees of the City's Office of the City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience who practice in the City of San Francisco in law firms with approximately the same number of attorneys as employed by the Office of the City Attorney.

20. Governing Law.

This Agreement shall be construed and enforced in accordance with the laws of the State of California.

21. Recordation.

The contract will not be considered final until this agreement has been recorded with the Office of the Assessor-Recorder of the City and County of San Francisco.

22. Amendments.

This Agreement may be amended in whole or in part only by a written recorded instrument executed by the parties hereto in the same manner as this Agreement.

23. No Implied Waiver.

No failure by the City to insist on the strict performance of any obligation of the Owners under this Agreement or to exercise any right, power, or remedy arising out of a breach hereof shall constitute a waiver of such breach or of the City's right to demand strict compliance with any terms of this Agreement.

24. Authority.

If the Owners sign as a corporation or a partnership, each of the persons executing this Agreement on behalf of the Owners does hereby covenant and warrant that such entity is a duly authorized and existing entity, that such entity has and is qualified to do business in California, that the Owner has full right and authority to enter into this Agreement, and that each and all of the persons signing on behalf of the Owners are authorized to do so.

25. Severability.

If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

26. Tropical Hardwood Ban.

The City urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood or tropical hardwood product.

27. Charter Provisions.

This Agreement is governed by and subject to the provisions of the Charter of the City.

28. Signatures.

This Agreement may be signed and dated in parts

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as follows:

CARMEN CHU  
ASSESSOR-RECORDER  
CITY & COUNTY OF SAN FRANCISCO

Date

JOHN RAHAIM  
DIRECTOR OF PLANNING  
CITY & COUNTY OF SAN FRANCISCO

Date

APPROVED AS PER FORM:  
DENNIS HERRERA  
CITY ATTORNEY  
CITY & COUNTY OF SAN FRANCISCO

Signature

Date

Print name  
DEPUTY CITY ATTORNEY

  
Signature  
Karli Sager  
Print name  
OWNER

4/29/16  
Date

  
Signature  
JASON MONBERG  
Print name  
OWNER

4/29/16  
Date

Owner/s' signatures must be notarized. Attach notary forms to the end of this agreement.  
(If more than one owner, add additional signature lines. All owners must sign this agreement.)

## 7. Notary Acknowledgment Form

The notarized signature of the majority representative owner or owners, as established by deed or contract, of the subject property or properties is required for the filing of this application. (Additional sheets may be attached.)

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

State of California

County of: SAN FRANCISCO

On: 04/29/2016 before me, OUR SAPPASERT O'BRIEN, NOTARY PUBLIC,  
DATE INSERT NAME OF THE OFFICER

NOTARY PUBLIC personally appeared: KARLI SAGER AND JASON MONBERG,  
NAME(S) OF SIGNER(S)

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

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

WITNESS my hand and official seal.

*OUR SAPPASERT O'BRIEN*  
SIGNATURE



( PLACE NOTARY SEAL ABOVE )

## GRAND SCALE DUBOCE PARK FLATS

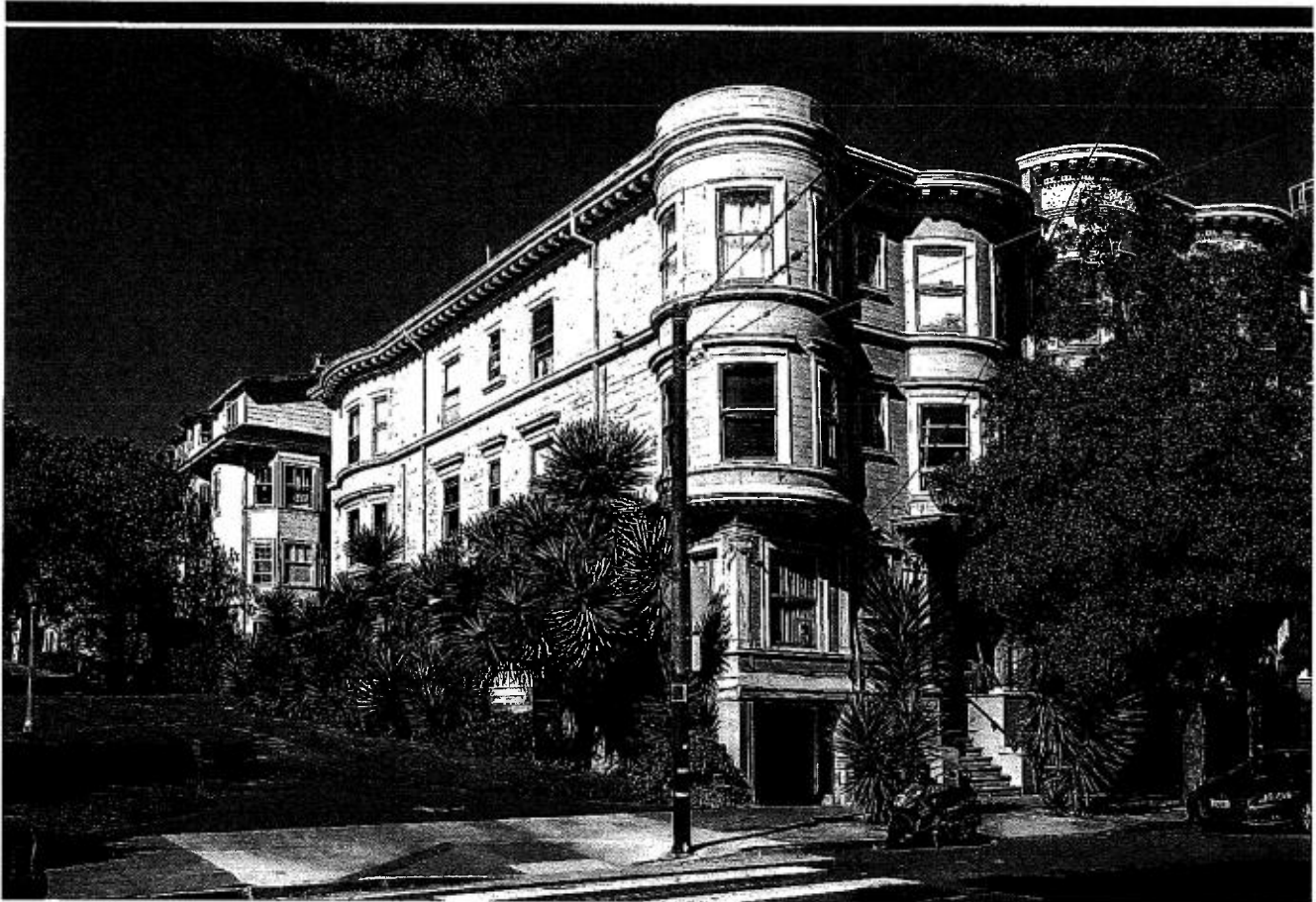
101-105 Steiner Street | Cross Street: Hermann

**Offered at \$2,995,000**

**101 Steiner: 3 BEDROOMS | 2 BATHROOMS**

**103 Steiner: 4 BEDROOMS | 3 BATHROOMS**

**105 Steiner: 4 BEDROOMS | 4 BATHROOMS**



Extraordinary grand scale flats in an A+ location on Duboce Park. This is a truly a one of a kind opportunity to own a building with Trophy potential, property like this doesn't come available often. Detached on almost all four sides these magnificent flats are flooded with natural light and offer front seat park and city views. These flats offer a huge upside potential with hardwood floors, curved bay windows, fireplaces, detailing, and an amazing amount of square footage. This Duboce Triangle/Hayes Valley location is world class, an unparalleled paradise, steps to transportation, coffee shops, fantastic eateries, shopping, services, and an exciting night life. An amazing opportunity for owner user's, developers, or investors.



Offices on Lombard Street,  
Union Street and 24th Street  
[www.hill-co.com](http://www.hill-co.com)

**Read, Approved and Understood**

Pages 1 thru 2

**Kilby Stenkamp**

24th Street Office

Cell 415.370.7582

Fax 415.202.2497

[kilby@hill-co.com](mailto:kilby@hill-co.com)

BRE License # 01208585



Hill & Co. Real Estate believes this information to be correct but has not verified this information and assumes no legal responsibility for its accuracy. Buyers should investigate these issues to their own satisfaction.

## 101-105 Steiner



Walk Score of 95 out of 100-This location is a Walker's Paradise, daily errands don't require a car.

Ride Score 100 out of 100-Two minute walk from the N Judah at Duboce and Church Street stop. 101-105 Steiner Street is a Rider's Paradise which equals world-class public transportation. Car sharing is available from Getaround, City CarShare, RelayRides and Zipcar.

Bike Score 92 out of 100-This location is in the Duboce Triangle/Hayes Valley neighborhood and smack dab on the wiggle, a flat zig-zag bike route between Market and Golden Gate Park. Nearby parks include Duboce Park, Buena Vista, Dolores Park, and Alamo Square.

Tax records reflect a total building square footage of over 6700\* square feet, possibly larger with the enclosure of the rear porches. Top and middle floor flats are four bedroom and four bath, the lower flat is a three bedroom and three bath. Large open garage with steel beam can accommodate a number of vehicles. Coin-op laundry in basement and a cozy back yard.

101 Steiner-MTM \$2479.60, 103 Steiner-MTM \$3658.40 + one car parking in garage, 105 Steiner-MTM \$3228.46, two spaces in the garage rented to outside tenants MTM \$250 per month.

\* Square footage has not been verified by seller or seller's agent. Buyer to independently investigate and verify

**HILL & CO.**  
REAL ESTATE

# sager/monberg residence

105 steiner street, san francisco, california 94117

## general notes

FOR TO VERIFY ALL EXISTING CONDITIONS, AND UTILITIES AT THE SITE. BRING ANY CHANGES TO THE ATTENTION OF THE PROJECT PRIOR TO COMMENCEMENT OF WORK.

SCALE DRAWINGS, WRITTEN DIMENSIONS SHALL GOVERN OVER SMALL SCALE DRAWINGS. ALL SHALL GOVERN OVER SMALL SCALE DRAWINGS. SHALL NOTIFY PROJECT ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES FOR CLARIFICATION PRIOR TO COMMENCEMENT OF WORK.

FINISHES ARE TO FACE OF CONCRETE, FACE OF INTERLINE OF STEEL, UNLESS OTHERWISE NOTED.

FINISHES SHALL COMPLY WITH CITY OF SAN FRANCISCO REQUIREMENTS.

WORK SHALL EQUAL OR EXCEED ALL CURRENT BUILDING, ELECTRICAL, PLUMBING, MECHANICAL, AND ZONING CODES AND ORDINANCES. (BIC)

DOCUMENTS DESCRIBE DESIGN INTENT. CONTRACTOR SHALL PROVIDE COMPLETE OPERATIONAL SYSTEMS. NO CLAIMS FOR ADDITIONAL WORK WILL BE MADE FOR WORK WHICH IS DESCRIBED IN THESE DOCUMENTS OR WHICH CAN BE REASONABLY INFERRED FROM THEM.

CONTRACTOR IS RESPONSIBLE FOR THOROUGH INVESTIGATION OF TRADES. NO CLAIMS FOR ADDITIONAL WORK MADE FOR WORK RELATED TO SUCH COORDINATION.

CONTRACTOR SHALL PROTECT AREA AND NEW MATERIALS FROM DAMAGE WHICH MAY OCCUR FROM CONSTRUCTION, DEMOLITION, DUST, WATER, ETC. DAMAGE TO ADJACENT AREAS, FINISHES, STRUCTURES, AND EQUIPMENT SHALL BE REPAIRED TO THE SATISFACTION OF THE OWNER AT THE EXPENSE OF THE CONTRACTOR.

CONTRACTOR IS RESPONSIBLE FOR COORDINATING FRAMING, ELECTRICAL, MECHANICAL, AND MECHANICAL LOCATIONS. NEW EQUIPMENT SHALL BE RELOCATED IF REQUIRED TO ACHIEVE THE INDICATED LOCATIONS.

MECHANICAL AND MECHANICAL SUBCONTRACTORS ARE RESPONSIBLE FOR INSTALLATION OF COMPLETE OPERATIONAL SYSTEMS REQUIRED TO COMPLETE THE INSTALLATIONS PROVIDED WHETHER SPECIFICALLY INDICATED OR NOT AT ADDITIONAL COST TO THE OWNER.

EQUIPMENT AND MATERIALS ARE TO BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS. EQUIPMENT IN DIRECT CONTACT WITH CONCRETE SHALL BE TREATED WITH AN APPROVED PRESERVATIVE.

INSULATION SHALL BE NON-COMBUSTIBLE.

SMOKE/CO DETECTOR SHALL BE LOCATED IN ALL AREAS OF SLEEPING AREAS. ALL DETECTORS TO BE WIRELESSLY WIRING TO BUILDING.

USE FIRE STOPS AT POCKET DOORS, AND AND ALL SPACES GREATER THAN 1/8" - 0" BOTH HORIZONTALLY AND VERTICALLY.

USE REINFORCED CONCRETE UNDER STAIRS SHALL HAVE FIRE-RESISTIVE CONSTRUCTION AT WALLS AND FLOORS.

USE EXHAUST FANS AT ALL BATHROOMS WITH FIVE (5) CFM MIN. PER HOUR.

USE BACKDRAFT DAMPERS IN ALL FAN SYSTEMS TO PREVENT AIR FROM ENERGY ENVELOPE.

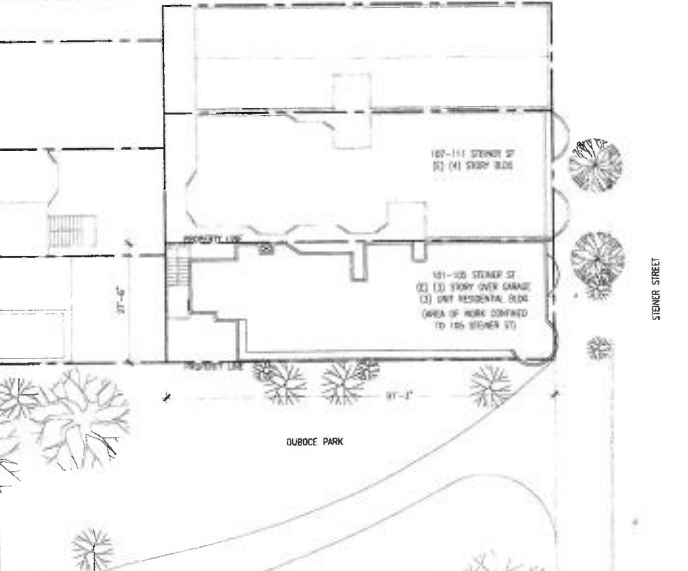
GAS APPLIANCES EXCEPT WATER HEATER AND RANGE SHALL BE EQUIPPED WITH INTERMITTENT DEVICES.

SEVENTY INCH HIGH NON-ABSORBENT WALL ADJACENT TO ENCLOSURES SHALL BE PROVIDED.

MANUFACTURER'S INSTALLATION INSTRUCTIONS FOR ALL EQUIPMENT AS REQUIRED BY THIS CODE SHALL BE ON THE JOB SITE AT THE TIME OF INSPECTION PERMITTED.

WORK SHALL CONFORM TO THE FOLLOWING CODES: 2013 CA BLDG CODE, 2013 CA RES CODE, 2013 CA MECH CODE, 2013 CA ELEC CODE, 2013 CA ENERGY STANDARDS, CALIFORNIA GREEN BUILDING STANDARDS CODE AND ANY APPLICABLE LOCAL ORDINANCES AND REQUIREMENTS INCLUDING TITLE 15 OF THE MUNICIPAL CODE. CITY OF SAN FRANCISCO SHALL BE RESPONSIBLE FOR PROJECT.

## site plan



## sheet index

- ARCHITECTURAL:
- A0.00 cover sheet: project data + site plan
  - A2.01 existing ground level and first floor plan (for reference only)
  - A2.02 existing second and third floor plans / third floor demo plan
  - A2.10 proposed third floor plan and interior elevations
  - A6.10 third floor reflected ceiling/elec/lighting plan + mandatory measures checklists

1/16" = 1'-0" north

## vicinity map



## project data

owner: karli sager and jason monberg  
105 steiner street  
san francisco, ca 94117  
ph: (415)-269-8518

architect: arleo architects inc  
30 winfield st  
san francisco, ca 94110  
ph: (415)-420-8656  
contact: ted arleo

project address: 101-105 steiner street  
san francisco, ca 94117  
1900

date of original construction: black 0866 lot 009

assessor's parcel #: RTO

zoning: residential (3 units over garage)

occupancy: residential (3 units over garage)

existing/proposed use: V non-rated (non-sprinklered)

construction type: 40.0 ft

allowable height: +/- 8,600 sf inc garage  
(+/-2,150 sf/unit)

total existing building area: (no change)

total proposed floor area: 2,509 sf (27'-6" x 91'-3")  
(2,735 sf per planning dept records)

existing site area: 85% (2,152sf/2,509sf)

existing coverage: 85% (no increase)

proposed coverage: 2013 CA bldg code

building code:

## project description

- PROJECT DESCRIPTION:
1. Kitchen and bathroom remodel at existing third floor unit #105. No work at lower units #101/#103 or garage under this permit application.
  2. Paint interior walls, refinish wood floors.
  3. Remodel does not add any square footage to existing structure.
  4. Remove existing bathroom at rear of unit #105, and convert to laundry/utility room.
  5. No work and/or alteration to exterior of building under this permit application.

arleo architects inc.  
30 winfield street  
san francisco, ca 94110  
ph: (415)-420-8656  
info@arleo.com

CONSULTANTS

PROJECT

proposed alterations to:

sager - monberg residence  
105 steiner street  
san francisco, california 94117

REVISION/DATE

PERMIT SET 03.28.16

DATE MAR. 28, 2016

SCALE AS SHOWN

SHEET TITLE

SHEET NUMBER



# City & County of San Francisco Treasurer & Tax Collector

## Office of the Treasurer & Tax Collector

### Secured Property Tax Information & Payment – Property Information Tax Year 2015 - 2016

All installments have been paid.

[Prior Year Secured Tax Payment Information](#)

[2014-2015](#)

[2013-2014](#)

[2012-2013](#)

[2011-2012](#)

[2010-2011](#)

#### Mailing Information

Change of Address Form [Click Here](#).

#### Property

<u>Vol #</u>	<u>Block #</u>	<u>Lot #</u>	<u>Account #</u>	<u>Tax Bill #</u>	<u>Tax Rate</u>	<u>Property Location</u>
06	0866	009	086600090	035342	1.1826 %	101 STEINER ST

#### Assessment Information

<u>Assessment</u>	<u>Full Value</u>	<u>Tax Rate</u>	<u>Amount</u>
<b>LAND</b>	\$374,084	1.1826 %	\$4,423.91
Impr/Structural	\$383,116		\$4,530.72
Impr/Fixtures			\$0.00
Personal Property			\$0.00
Gross Taxable Value	\$757,200		\$8,954.64
<b>LESS: Exemptions</b>			
<u>Homeowner's</u>			\$0.00
Other			\$0.00
Net Taxable Value	\$757,200		\$8,954.64

#### Direct Charges and/or Special Assessments

<u>Code</u>	<u>Type</u>	<u>Phone #</u>	<u>Amount</u>
89	SFUSD Facility Dist	(415) 355-2203	\$53.04
91	SFCCD Parcel Tax	(415) 487-2400	\$79.00
92	Apartment Lic. Fee	(415) 558-6288	\$326.00
98	SF-Teacher Support	(415) 355-2203	\$230.94

<u>Total Direct Charges and Special Assessments</u>	\$688.98
---	----------

Total Due	\$9,643.62
-----------	------------

#### Payment Summary

Choose how much of your property tax you wish to pay now by clicking one of the radio buttons in the left hand column below. The second installment cannot be paid before the first installment is paid. Late penalties and fees are applied to payments made after their respective delinquency dates. The "Amount Due" indicated below already reflects applicable late penalties and fees, if any.

	<u>Amount Due</u>	<u>Paid Date</u>
<input type="radio"/> Pay First Installment	\$0.00	12/02/15
<input type="radio"/> Pay Second Installment	\$0.00	04/09/16
<input checked="" type="radio"/> Pay Full Amount	\$0.00	



## SCHEDULE E

(Form 1040)

Department of the Treasury  
Internal Revenue Service (99)

## Supplemental Income and Loss

(From rental real estate, royalties, partnerships, S corporations, estates, trusts, REMICs, etc.)

▶ Attach to Form 1040, 1040NR, or Form 1041.

▶ Information about Schedule E and its separate instructions is at [www.irs.gov/schedulee](http://www.irs.gov/schedulee)

OMB No. 1545-0074

2014

Attachment  
Sequence No. 13

Name(s) shown on return

Your social security number

HOWARD COOPER

**Part I** **Income or Loss From Rental Real Estate and Royalties** Note. If you are in the business of renting personal property, use Schedule C or C-EZ (see instructions). If you are an individual, report farm rental income or loss from Form 4835 on page 2, line 40.A Did you make any payments in 2014 that would require you to file Form(s) 1099? (see instructions) ☐ Yes ☐ NoB If "Yes," did you or will you file required Forms 1099? ☐ Yes ☐ No

1a Physical address of each property (street, city, state, ZIP code)

A

B

C 101-3-5 STEINER, SAN FRANCISCO, CA

1b	Type of Property (from list below)	2	For each rental real estate property listed above, report the number of fair rental and personal use days. Check the QJV box only if you meet the requirements to file as a qualified joint venture. See instructions.	Fair Rental Days	Personal Use Days	QJV
A	2			A 365		<input type="checkbox"/>
B	2			B 365		<input type="checkbox"/>
C	2			C 365		<input type="checkbox"/>

## Type of Property:

- 1 Single Family Residence    3 Vacation/Short-Term Rental    5 Land    7 Self-Rental  
2 Multi-Family Residence    4 Commercial    6 Royalties    8 Other (describe)

Income:	Properties:	A	B	C
3 Rents received	3			38,415.
4 Royalties received	4			
<b>Expenses:</b>				
5 Advertising	5			
6 Auto and travel (see instructions)	6			
7 Cleaning and maintenance	7			
8 Commissions	8			
9 Insurance	9			667.
10 Legal and other professional fees	10			528.
11 Management fees	11			
12 Mortgage interest paid to banks, etc. (see instructions)	12			16,014.
13 Other interest	13			
14 Repairs	14			1,511.
15 Supplies	15			1,127.
16 Taxes	16			1,567.
17 Utilities	17			355.
18 Depreciation expense or depletion	18			4,909.
19 Other (list) ▶ STMT 19 STMT 20 STMT 21	19			3,189.
20 Total expenses. Add lines 5 through 19	20			29,867.
21 Subtract line 20 from line 3 (rents) and/or 4 (royalties). If result is a (loss), see instructions to find out if you must file Form 6198	21			8,548.
22 Deductible rental real estate loss after limitation, if any, on Form 8582 (see instructions)	22			
23a Total of all amounts reported on line 3 for all rental properties	23a			
23b Total of all amounts reported on line 4 for all royalty properties	23b			
23c Total of all amounts reported on line 12 for all properties	23c			
23d Total of all amounts reported on line 18 for all properties	23d			
23e Total of all amounts reported on line 20 for all properties	23e			
24 Income. Add positive amounts shown on line 21. Do not include any losses	24			
25 Losses. Add royalty losses from line 21 and rental real estate losses from line 22. Enter total losses here	25			
26 Total rental real estate and royalty income or (loss). Combine lines 24 and 25. Enter the result here. If Parts II, III, IV, and line 40 on page 2 do not apply to you, also enter this amount on Form 1040, line 17, or Form 1040NR, line 18. Otherwise, include this amount in the total on line 41 on page 2	26			

LHA For Paperwork Reduction Act Notice, see the separate instructions.

Schedule E (Form 1040) 2014

421491  
10-22-14

HOWARD COOPER

AMORTIZATION	557.
TOTAL TO SCHEDULE E, PAGE 1, LINE 19	16,697.

SCHEDULE E	OTHER EXPENSES	STATEMENT 19
------------	----------------	--------------

DESCRIPTION	AMOUNT
ACCOUNTING FEES	1,200.
TRASH COLLECTION	837.
SUBSCRIPTIONS	85.
WATER	1,582.
AMORTIZATION	71.
TOTAL TO SCHEDULE E, PAGE 1, LINE 19	3,775.

SCHEDULE E	OTHER EXPENSES	STATEMENT 20
------------	----------------	--------------

DESCRIPTION	AMOUNT
ACCOUNTING FEES	1,200.
GARBAGE	501.
WATER	1,281.
PEST CONTROL	28.
LAUNDRY	73.
AMORTIZATION	161.
TOTAL TO SCHEDULE E, PAGE 1, LINE 19	3,244.

SCHEDULE E	OTHER EXPENSES	STATEMENT 21
------------	----------------	--------------

RESIDENTIAL REAL ESTATE - 101-3-5 STEINER, SAN FRANCISCO, CA

DESCRIPTION	AMOUNT
WATER AND SEWER	1,045.
ACCOUNTING FEES	1,200.
GARBAGE	576.
BANK CHARGES	4.
PEST CONTROL	69.
LAUNDRY	200.

**SCHEDULE E**  
**(Form 1040)**

Department of the Treasury  
Internal Revenue Service (99)

**Supplemental Income and Loss**

(From rental real estate, royalties, partnerships, S corporations, estates, trusts, REMICs, etc.)

▶ Attach to Form 1040, 1040NR, or Form 1041.

OMB No. 1545-0074

**2013**

Attachment  
Sequence No. **13**

▶ Information about Schedule E and its separate instructions is at [www.irs.gov/schedulee](http://www.irs.gov/schedulee)

Name(s) shown on return

Your social security number

HOWARD COOPER

**Part I Income or Loss From Rental Real Estate and Royalties** Note. If you are in the business of renting personal property, use Schedule C or C-EZ (see instructions). If you are an individual, report farm rental income or loss from Form 4835 on page 2, line 40.

A Did you make any payments in 2013 that would require you to file Form(s) 1099? (see instructions) ☐ Yes ☐ No  
B If "Yes," did you or will you file required Forms 1099? ☐ Yes ☐ No

1a Physical address of each property (street, city, state, ZIP code)

A  
B 101-3-5 STEINER, SAN FRANCISCO, CA  
C

1b	Type of Property (from list below)	2	For each rental real estate property listed above, report the number of fair rental and personal use days. Check the QJV box only if you meet the requirements to file as a qualified joint venture. See instructions.	Fair Rental Days	Personal Use Days	QJV
A	2			A 365		<input type="checkbox"/>
B	2			B 365		<input type="checkbox"/>
C	2			C 365		<input type="checkbox"/>

**Type of Property:**

- 1 Single Family Residence 3 Vacation/Short-Term Rental 5 Land 7 Self-Rental  
2 Multi-Family Residence 4 Commercial 6 Royalties 8 Other (describe)

Income:	Properties:	A	B	C
3 Rents received	3		36,925.	
4 Royalties received	4			
<b>Expenses:</b>				
5 Advertising	5			
6 Auto and travel (see instructions)	6			
7 Cleaning and maintenance	7		350.	
8 Commissions	8			
9 Insurance	9		1,482.	
10 Legal and other professional fees	10	124.	3,150.	
11 Management fees	11			
12 Mortgage interest paid to banks, etc. (see instructions)	12		16,014.	
13 Other interest	13			
14 Repairs	14		1,145.	
15 Supplies	15		1,568.	
16 Taxes	16		3,151.	
17 Utilities	17		398.	
18 Depreciation expense or depletion	18		4,613.	
19 Other (list) ▶ STMT 24 STMT 25 STMT 26	19		2,753.	
20 Total expenses. Add lines 5 through 19	20		34,624.	
21 Subtract line 20 from line 3 (rents) and/or 4 (royalties). If result is a (loss), see instructions to find out if you must file Form 6198	21		2,301.	
22 Deductible rental real estate loss after limitation, if any, on Form 8582 (see instructions)	22			
23a Total of all amounts reported on line 3 for all rental properties	23a			
b Total of all amounts reported on line 4 for all royalty properties	23b			
c Total of all amounts reported on line 12 for all properties	23c			
d Total of all amounts reported on line 18 for all properties	23d			
e Total of all amounts reported on line 20 for all properties	23e			
24 Income. Add positive amounts shown on line 21. Do not include any losses	24			
25 Losses. Add royalty losses from line 21 and rental real estate losses from line 22. Enter total losses here	25			
26 Total rental real estate and royalty income or (loss). Combine lines 24 and 25. Enter the result here. If Parts II, III, IV, and line 40 on page 2 do not apply to you, also enter this amount on Form 1040, line 17, or Form 1040NR, line 18. Otherwise, include this amount in the total on line 41 on page 2	26			

LHA For Paperwork Reduction Act Notice, see the separate instructions.

Schedule E (Form 1040) 2013

321491  
10-30-13

HOWARD COOPER

CABLE TV	119.
AMORTIZATION	2,171.
TOTAL TO SCHEDULE E, PAGE 1, LINE 19	7,029.

SCHEDULE E	OTHER EXPENSES	STATEMENT 23
------------	----------------	--------------

DESCRIPTION	AMOUNT
GARBAGE	279.
TAX PREPARATION	800.
WATER	520.
AMORTIZATION	35.
TOTAL TO SCHEDULE E, PAGE 1, LINE 19	1,634.

SCHEDULE E	OTHER EXPENSES	STATEMENT 24
------------	----------------	--------------

DESCRIPTION	AMOUNT
ACCOUNTING FEES	800.
GARBAGE	465.
WATER	1,506.
AMORTIZATION	161.
TOTAL TO SCHEDULE E, PAGE 1, LINE 19	2,932.

SCHEDULE E	OTHER EXPENSES	STATEMENT 25
------------	----------------	--------------

RESIDENTIAL REAL ESTATE - 101-3-5 STEINER, SAN FRANCISCO, CA

DESCRIPTION	AMOUNT
WATER AND SEWER	1,351.
ACCOUNTING FEES	800.
GARBAGE	467.
BANK CHARGES	2.
LICENSES AND FEES	22.
DUES AND SUBSCRIPTIONS	16.
AMORTIZATION	95.
TOTAL TO SCHEDULE E, PAGE 1, LINE 19	2,753.

**Greg Martinez/ Custom Concepts**  
**1251- 31 Avenue**  
**San Francisco, CA. 94122**  
**CL#667991**

*"Turning Imagination Into Reality"*

**BID September 16, 2015**

<b>SUBMITTED TO:</b> <b>Howard Cooper</b> <b>Greg Maher</b>	<b>JOB LOCATION:</b> <b>101-105 Steiner St.</b> <b>San Francisco, CA.</b>
---	---

In the state of California contractors are required to be licensed and regulated by the Contractor's License Board. Questions may be referred to the registrar of the board at

Contractors State License Board  
P.O. Box 26000  
Sacramento, CA. 95826

Remove block retaining wall on north-west corner of building approximately 13'. Replace with new footing and retaining wall as needed, poured in all concrete with reinforced steel rebar.

**\$7,500.00**

Remove post and beam supports at rear of building porch area. Pour new footing and foundation approximately 36'. Remove excess dirt and debris.

**\$17,500.00**

Repair siding at back porch north and south walls, including scaffolding. Continuing hardi board shiplap siding on south side and top to bottom on north side.

**\$12,500.00**

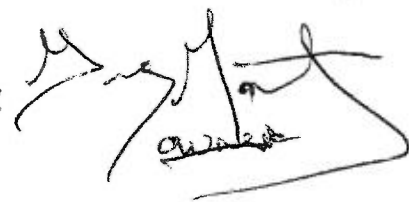
**Read, Approved and Understood**

**Bid does not include permits, engineering or painting.**

**TOTAL BID \$37,500.00**

Pages 1 thru 1

**Thank You**  
**We appreciate your business!**



**PEARL PAINTING**  
P.O. Box 170267  
San Francisco, CA 94117  
Phone (415) 571-8229  
PEARLPAINING@COMCAST.NET

**Brendan J. Meere**  
**License # 614571**

**\*Commercial \* Victorian**  
**\*Restoration \*Residential**

DATE: August 31, 2015  
CLIENT: Ms. Kilby Stenkamp, Hill & Co. Real Estate.  
JOB SITE: 101-103-105 Steiner Street, San Francisco, CA 94117  
EMAIL: [kilby@hill-co.com](mailto:kilby@hill-co.com);

*+ scaffolding \$7,000-*

**SCOPE OF WORK:** Pearl Painting agrees to prepare, prime, and paint the three sides of the above building - the north side is not included in this estimate.

**EXTERIOR PREPARATION:**

The following is an explanation of the procedures involved in painting your property:

**Washing:** Excessive chalk, dirt and mildew will be removed with a pressure washer or scrub brushes. Bleach and fungicides will be used where necessary. All loose paint will be scraped prior to any washing.

**Surface Preparation:** All loose paint will be scraped and all surfaces sanded to create a sound surface, which will ensure the proper adhesion and durability of the new primer. Rusting or popping nails will be sunk and rust primed before holes are filled with an elastomeric patching compound. Any loose trim will be screwed back into place.

**Stucco Surfaces:** Where specified, scrape any loose paint off the surface. Patch cracks with elastomeric waterproofing compound. Caulk open joints, moldings, etc. with silicone elastomeric caulking. Large cracks will be filled with stucco patch, then top coated and feathered out with an elastomeric patching flexible compound.

**Wood Surfaces:** When required, scraping of loose paint will be completed by hand to feather out edges. All open gaps will be caulked. Loose glazing will be removed from window sashes and will be replaced after prime coat has been applied. All loose boards or moldings will be nailed wherever necessary.

**Metal Surfaces:** Where necessary, rusted areas will be sanded off. An application of an ICI or Kelly Moore "block rust" inhibitor will be applied to any metal that is exposed. All new metal will be wiped with a special metal "etch" compound.

**Filling:** Open joints and seams will be filled with silicone caulk, except in wide gaps where Silkiflex will be used. All deteriorated glazing and putty will be removed and replaced. This will prevent the paint from peeling due to moisture or water leakage. Any holes and other damages noticed during the preparation will be repaired and filled with the appropriate materials. *All damages beyond the scope of the usual preparation methods will be brought to the attention of the owner to decide upon further action.*

Contd .....pg 2

**Read, Approved and Understood**

Pages 1 thru 2

**PEARL PAINTING**  
**P.O. Box 170267**  
**San Francisco, CA 94117**  
**Phone (415) 571-8229**  
**PEARLPAINTING@COMCAST.NET**

***Brendan J. Meere***  
***License # 614571***

***\*Commercial \* Victorian***  
***\*Restoration \*Residential***

-2-

DATE: August 31, 2015  
CLIENT: Ms. Kilby Stenkamp, Hill & Co. Real Estate.  
JOB SITE: 101 Steiner Street, San Francisco, CA 94117

***Priming:*** There are a variety of wood, metal and masonry primers available. The most suitable primer will be used where needed. This will ensure a strong bond with the surface, which will help prevent peeling, blistering, flaking, etc.

***Finish:*** Building will be finished in a paint of owner's choice. Two finish coats will be applied. Color scheme will be owner's choice, but Pearl Painting will choose or assist with color scheme if requested.

***Finish Coat:*** The finish coat will contain fungicides to inhibit the growth of molds or fungus.

***Safety/Clean Up:*** Job site will be inspected on a daily basis for safety purposes. Supervisor will ensure that property is kept clean of debris at all times.

***Lead Hazards:*** Pearl Painting will comply with all San Francisco lead hazard laws, using netting and plastic where necessary.

Pearl Painting carries both Workman's Compensation and Public Liability insurance. Certificates of insurances are available upon request.

***Cost of Painting Contract:*** ***\$45,000.00***

**TERMS OF CONTRACT:**

10% upon acceptance of contract  
30% upon commencement  
30% after priming  
30% upon completion.

***Cost of Scaffolding (Marbel Scaffolding, Inc):*** ***Pending***

**Note: we may withdraw this estimate if it is not accepted within 30 days.**

# PACIFIC SCAFFOLD CO. INC.

1540 DAVIDSON AVE. SAN FRANCISCO, CA. 94124  
PHONE: (415)333-0224 (650)876-0225 FAX: (415)641-0204  
EMAIL: PACIFICSCAFFOLD@YAHOO.COM  
CA LIC. # 292509

Proposal: 1 of 1

Date: 9/29/2015

Company: Modamas Contact: Peter Phone: \_\_\_\_\_

Address: 101-105 Steiner City: San Francisco Fax/Email: \_\_\_\_\_

**A. Scaffold erection and removal- Proposal and Contract**

Job address: 101-105 Steiner City: San Francisco

1) Work scope: Scaffold erection, removal, and 45 day rental.

Area to be scaffold: Front, left side and back up to stairs with netting

2) Additional products to be installed by Pacific Scaffold Co. Inc. Netting

Proposal honored for 60 days from date submitted to customer- Price \$ 6000.00

**B. Additional fees after initial 45 days of rental. A prorated amount of 25% per 45 days will occur.**  
\$ 33.34 Per day.

**C. Signed return of contract, issue of work order, written request, or verbal request, for delivery and commencement of work, indicates customers' acceptance of Pacific Scaffold Co. Inc. Proposal / Contract in whole.**

**D. 1) Scaffold will be erected and dismantled one time only, during daytime hours unless specified herein.**

2) Scaffold will be erected and dismantled in accordance with applicable State and Federal Codes (excluding access ladder, toe boards, and debris netting, unless specified in Additional products to be installed). If not requested at time of proposal, items are available for additional charge.

3) Any alterations over and above this bid proposal will be charged at the applicable rates.

**E. Customer/ Owner, and/ or contractor agree to indemnify and hold harmless, Pacific Scaffold Co. Inc. from and against all damage, claim, losses, fines, citations, injuries, or property damage resulting from scaffold alterations not performed by Pacific Scaffold Co. Inc. Enclosure products not installed by Pacific Scaffold Co. Inc., fines, citations, or any responsibility stated herein is the responsibility of customer, owner, and/ or contractor.**

**F. Agreement of responsibility by Customer, owner and/ or Contractor.**

1) Responsible for maintenance, control, and safe use of scaffold.

2) Obtaining any permits that may be required.

3) Obtaining permission for Pacific Scaffold Co. Inc. to erect scaffold from adjoining property if required.

4) Responsible for repairing all holes in the existing structure left as a result of anchors necessary to stabilize the scaffold.

5) Advising Pacific Scaffold Co. Inc. of any intended use of enclosure products (debris netting, shrink wrap, plastic, plywood, etc.)

6) Arranging title authority for all necessary safe guards.

7) Responsible for any necessary protection for furniture, machinery, plants, walls, carpeting, floors, tile, brick, decks, and railings.

**G. Payments for services rendered are due in full upon receipt of invoice. Scaffolding rent and/ or labor is a service, and therefore exempt from retention.**

Accepted by (sign): \_\_\_\_\_ Print: \_\_\_\_\_ Date: \_\_\_\_\_

(Customers Authorized Representative)

**Read, Approved and Understood**

Pages 1 thru 4





Fine Painting  
3410 Geary Blvd. #232  
San Francisco, CA 94118  
Tel. 4-PAINTER (472-4683), Fax: 1-888-714-4454  
www.modamas.com Calif. Lic. #629936 office@modamas.com

**Kilby Stenkamp**  
**Hill & Co. Real Estate**  
**Re: 101-105 Steiner Street**  
**San Francisco, CA 94117**

**POC: Kilby Stenkamp**  
**415-370-7582**  
**kilby@hill-co.com**

## **I. SCOPE OF WORK**

We propose to prepare and paint previously painted exterior surfaces of the building within scope as detailed below:

- **The following areas are specifically IN scope:**

- a) Front façade / east side including siding, wooden doors & windows, entry vestibule area, metal handrail, any painted pipes and trim.
- b) South side overlooking park including siding, wooden doors & windows, any painted pipes and trim; *plants must be trimmed to about one (1) foot before we start work.*
- c) Rear / west side including staining stair and deck system & painting siding, wooden doors & windows, any painted pipes and trim.

- **The following areas are specifically NOT in scope:**

- a) Currently the north side is not included because estimator couldn't see it from the park; it can be added after viewing.
- b) Undersides of backyard stair and deck system, interior areas, gardening, any currently unpainted or unstained areas, vinyl &/or fiberglass doors and windows, copper & unpainted metal (unless requested), and any areas not seen or specifically discussed or intended in the scope above.
- c) Carpentry & masonry: At start of job we'll locate cracked or broken windows, dry rot, rusty flashing and any other repairs we suggest be addressed prior to application of the finish coat. We'll bring all such areas to your attention right away. Work requested from Modamas crews is billed at \$65/hr. *Any new carpentry or masonry work will likely need a change order for more prep work to make it paint-ready.*

## **II. SURFACE PREPARATION – Exterior**

We prepare the surface to ensure a long lasting paint job. The most important steps to assure longevity are: Washing the surface, removing loose and peeling paint, properly priming raw substrates, caulking cracks, and applying a quality finish coat.

- **Washing:** We will carefully power-wash and scrub away built-up grime, chalking and mildew with a mixture of bleach or other non-toxic cleanser. It is recommended that you place towels on windowsills and remove any window treatments to avoid damage from potential moisture seepage.
- **Scraping:** For all areas we work on, we will first remove all loose, peeling, and blistering paint.

Kilby Stenkamp  
Hill & Co. Real Estate  
Re: 101-105 Steiner Street  
San Francisco, CA 94117

**Exterior proposal**  
**3 visible sides**

- **Wire Brushing:** Rusty metal will be scraped and wire brushed as needed. Wire brushes will also be used to prepare stucco and cement surfaces for finish paint.
- **Caulking:** Loose or deteriorating caulk shall be removed and replaced with an extremely flexible caulking material made from 100% terpolymer resin. Large seams or gaps will first be filled with compressible foam rope and then caulked. Waterproof openings, such as the seams between clapboards, will not be filled (unless for cosmetic reasons), as they are necessary for the house to "breathe." Filling such openings can cause moisture to become trapped in the exterior walls, resulting in premature paint failure and wood rot.
- **Wood Patching:** In selected areas, nail holes and other small holes will be patched with linseed oil-based putty. For larger holes created by dry rot or other factors we will first clean out the area and then apply a two-component epoxy that fuses with the old wood and which we have found to be particularly long lasting.
- **Window Glazing:** Wooden window sashes will be checked for failing glazing, spot-primed and re-glazed prior to painting.
- **Stucco Patching:** Cracks will be opened enough to accept filler, primed and then filled with site-appropriate material (elastomeric caulk, Kel-Seal® or Kel-Patch® compound) to approximate adjacent texture. Patched areas will be spot-primed before finish coating. *Patched stucco often shows evidence of repair.*

**III. PRIME COAT**

Upon completion of the surface preparation, primer is applied to the surface as follows:

- **Priming on Exposed Wood / Stucco & All Patching:** We use acrylic primers wherever possible. Acrylic primers have greater flexibility combined with superior adhesion qualities due to the acrylic resin binders.
- **Priming on Metal, Wrought Iron & Rusty Surfaces:** Depending on the substrate, we will apply either a zinc-chromate, or red-oxide based rust-inhibiting primer on metal surfaces. Nails or other rusted surfaces will receive a coat of "Rust Destroyer." This product chemically converts the rust to a stable substrate, rather than merely cover it up. We have found this product to be an enormous improvement over traditional rust inhibitors.

**IV. FINISH COAT**

After the primer has cured, two (2) finish coats are applied:

- **Body and Trim:** We use only the highest quality paints. Our research and experience has led us to choose Benjamin Moore Ben®, Pratt & Lambert Red Shield® and/or Sherwin-Williams Resilience® paints as our preferred coatings. Use of C2 or other products or lines of the above products may incur an additional cost per gallon.

**V. CLEAN UP**

All regulations of the San Francisco building code pertaining to disturbance of lead paint will be adhered to.

- The owner is asked to provide a small storage area for the crew kit. All debris, materials, and equipment shall be picked up daily and stored in this location. In addition **we require access to water, electricity, and a drain or sink.**
- In all cases we are responsible for cleaning all dirt, paint, or other contaminants from surfaces affected by our work. Window washing beyond the above is not included in this proposal unless specified.
- Final clean up shall include removal of all paint chips, and hauling of debris.

Kilby Stenkamp  
Hill & Co. Real Estate  
Re: 101-105 Steiner Street  
San Francisco, CA 94117

Exterior proposal  
3 visible sides

#### VI. MISCELLANEOUS

- **Color Scheme:** This proposal is for the same amount of colors and same placement as there now, regardless of colors chosen, except: Colors note: Some colors such as bright golds, reds, yellows and some bright whites may need more coats to cover properly. Often trying to cover light colors with dark colors (or vice versa) has this problem. After a test, you will be notified if any of your colors fall into this category, and if you wish to continue, any additional coats above two (2) would be an extra charge.
- Unless an interior lavatory is made available, an exterior one will be on sidewalk, locked when not in use, & cleaned regularly.
- Color changes after approval will be on a time-&-materials (T&M) basis, billed at \$65 per man-hour.
- All alterations from the contracted work involving extra cost will be executed in writing through a Change Order before any new work is done.
- If hired, Modamas is authorized to put at least two (2) signs of our choosing on scaffolding and/or in front of the property for job's duration.
- If paint is damaged by non-Modamas personnel after we finish an area, we can touch up on an hourly basis if requested.
- We'll do our best to tie back plants but if client does not have it done (or get the City to do it if it is City property) before we arrive to about one (1) foot away from the home, we may have to leave areas behind those plants unpainted.
- While we'll be happy to discuss the project with anyone in the building & at Hill & Co., it is most efficient to have one Point of Contact (POC), from whom we'll take directions. Currently the POC is Kilby Stenkamp. This can be changed in writing.
- We expect our work to take about four (4) weeks, not including any possible bad weather, unforeseen carpentry, etc. We work Mon.-Fri. 8 am to 4:30 pm, and sometimes Sat. if our crew & the POC agrees.

#### VII. A FINAL NOTE

As with most things, we believe you get what you pay for. Our success lies in offering you the most value for your money. We hope you realize that this bid represents our best interpretation of your expectations, and that greater cost corresponds with higher quality.

With this in mind, we hope you choose Modamas Fine Painting. It would be our pleasure to work with you.

Kilby Stenkamp  
Hill & Co. Real Estate  
Re: 101-105 Steiner Street  
San Francisco, CA 94117

Exterior proposal  
3 visible sides

VIII. PRICE – Proposed project for all but north side (initial desired timeframe):

*Scaffold cost to be determined for all areas.\**

Regular timeframe: \$52,000  
SF Permit: \$ 350\*\*  
TOTAL: \$52,350

Xmas week– mid April: \$48,000  
SF Permit: \$ 350\*\*  
TOTAL: \$48,350

*Save \$4,000!*

\*Pacific Scaffolding Co. will provide firm quotes for needed scaffolding soon. We don't mark up their price, and payment for scaffolding goes directly to Pacific Scaffolding Co. upon erection. It's rented for 45 calendar days, rain or shine, and is prorated daily if rental goes over 45 days for any reason.

\*\*This is the cost of the City of San Francisco's parking & permit fee for the front on Steiner St. We don't know the cost (if any) of putting scaffolding in a City park. We'll get a firm cost from the City if you hire us. We pay this fee upfront & are reimbursed by you in the painting payments. If the job lasts more than one (1) calendar month for any reason, you'll need to purchase another permit, which we can arrange again for the same amount.

To be paid: \$1,000 deposit at signing, with progress payments at 25%, 50% & 90%+ of job completion, & \$1,000 due after final sign off. Scaffolding payment due upon erection and is rented for 45 days, rain or shine, and is prorated daily after that.

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Modamas, Incorporated carries full Workmen's Compensation and Public Liability insurance, and pays all taxes upon materials and labor furnished under this contract as required by law.

Submitted by: Peter Illes

On: September 22, 2015

Accepted by: \_\_\_\_\_  
*Please initial desired timeframe.*

On: \_\_\_\_\_

Estimate valid for 90 days from date issued.

Contractors are required by law to be licensed by the Contractor's State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is: Contractor's State License board, 1020 N. Street, Sacramento, California 95814.

NOTICE TO OWNER

"Under the Mechanics' Lien Law, any contractor, subcontractor, laborer, materialman or other person who helps to improve your property and is not paid for his labor, services or material, has a right to enforce his claim against your property. Under the law, you may protect yourself against such claims by filing, before commencing such work or improvement, an original contract for the work of improvement or a modification thereof, in the office of the county recorder of the county where the property is situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall be in an amount not less than fifty percent (50%) of the contract price and shall, in addition to any conditions for the performance of the claims of all persons furnishing labor, services, equipment or materials for the work described in said contract."



Arellano's Wood Windows  
3309 26th st.  
San Francisco, CA 94110

# Estimate

Date	Estimate #
5/15/2016	5816

Name / Address
Erik Eitel

Jobsite
101-105 Steiner st. San Francisco, CA 94117

Description	Qty	Rate	Total
UNIT #105			
1st Room			
~42" x 34" Replace bent glass/ plastic with new glass & new sash cords.	4	510.00	2,040.00T
2nd Room			
~42" x 34" Replace bent glass/ plastic with new glass & new interior ogee stops. (Weatherstripping ?)	1	603.00	603.00T
~42" x 72" (1 3/4') CURVED Single Hung Sash Set w/ Lugs , V.G. Douglas Fir Wood, BENT Single Pane Glass, White Primer Coat Inside & Out (Weatherstripping ?)	2	2,215.00	4,430.00T
~48" x 34" Replace Single Pane Glass & new sash cords.	1	126.00	126.00T
BATHROOM			
~26" x 21" Replace Single Pane Glass	1	77.00	77.00T
BEDROOM			
~48" x 72" (1 1/2") Single Hung Sash Set w/ Lugs , V.G. Douglas Fir Wood, Single Pane Glass, White Primer Coat Inside & Out. (?)	1	476.00	476.00T
3rd Room (DINING ROOM)			
~30" x 72" (1 1/2") Single Hung Sash Set w/ Lugs , V.G. Douglas Fir Wood, Single Pane Glass, White Primer Coat Inside & Out.	2	374.00	748.00T
~48" x 72" (1 1/2") Single Hung Sash Set w/ Lugs , V.G. Douglas Fir Wood, Single Pane Glass, White Primer Coat Inside & Out.	1	476.00	476.00T
Site Work: (Weatherstripping)	1	60.00	60.00T

Contract signature and deposit needed for all work to begin.	<b>Total</b>
--	--------------

Signature \_\_\_\_\_

Phone #	Fax #	E-mail	Web Site
(415) 305-0276	(866) 506-2390	arellanoswoodwindows@gmail.com	www.arellanoswoodwindows.com



Arellano's Wood Windows  
3309 26th st.  
San Francisco, CA 94110

# Estimate

Date	Estimate #
5/15/2016	5816

Name / Address
Erik Eitel

Jobsite
101-105 Steiner st. San Francisco, CA 94117

Description	Qty	Rate	Total
KITCHEN ~33" x 60" (1 1/2") Single Hung Sash Set w/ Lugs , V.G. Douglas Fir Wood, Single Pane Glass, White Primer Coat Inside & Out, Interior Wood Stops, Parting Bead, Salvaged Cast Iron Pullies. (?)	1	486.00	486.00T
Site Work: new sash cord	1	15.00	15.00T
BATHROOM Site Work: new sash cord	2	15.00	30.00T
HALLWAY ~26" x 21" Replace Single Pane Glass	1	77.00	77.00T
LAST BEDROOM Site Work: new sash cords & parting bead	1	30.00	30.00T
ENTRY DOOR ~20" x 54" 1/4" replace with Laminated Safety Glass	1	115.00	115.00T
ENTRY CURVED SASH ~42" x 43" replace bent glass/ plastic with new glass.	1	480.00	480.00T
UNIT #103 1st Room ~42" x 34" Replace bent glass/ plastic with new glass. (retrofit 1 top sash to fit head jamb)	3	480.00	1,440.00T
2nd Room ~42" x 34" Replace bent glass/ plastic with new glass.	1	480.00	480.00T

Contract signature and deposit needed for all work to begin.	<b>Total</b>
--	--------------

Signature \_\_\_\_\_

Phone #	Fax #	E-mail	Web Site
(415) 305-0276	(866) 506-2390	arellanoswoodwindows@gmail.com	www.arellanoswoodwindows.com



Arellano's Wood Windows  
3309 26th st.  
San Francisco, CA 94110

# Estimate

Date	Estimate #
5/15/2016	5816

Name / Address
Erik Eitel

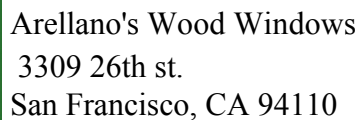
Jobsite
101-105 Steiner st. San Francisco, CA 94117

Description	Qty	Rate	Total
~42" x 72" (1 3/4') CURVED Single Hung Sash Set w/ Lugs , V.G. Douglas Fir Wood, BENT Single Pane Glass, White Primer Coat Inside & Out (Weatherstripping ?)	2	2,215.00	4,430.00T
BEDROOM ~42" x 34" Replace Single Pane Glass & new sash cords. (Weatherstripping)	1	186.00	186.00T
3rd Room (DINING ROOM) ~30" x 72" (1 1/2") Single Hung Sash Set w/ Lugs , V.G. Douglas Fir Wood, Single Pane Glass, White Primer Coat Inside & Out.	2	374.00	748.00T
~42" x 72" (1 1/2") Single Hung Sash Set w/ Lugs , V.G. Douglas Fir Wood, Single Pane Glass, White Primer Coat Inside & Out.	1	476.00	476.00T
~42" x 34" Replace Single Pane Glass top & bottom / new sash cords.	2	222.00	444.00T
Wet Room ~12" x 16" Replace Single Pane Glass top & bottom / new sash cords.	1	83.00	83.00
Hallway ~20" x 33" Replace Single Pane Glass (?)	1	84.00	84.00
Unit #101 ~48" x 72" (1 1/2") Single Hung Sash Set w/ Lugs , V.G. Douglas Fir Wood, Single Pane Glass, White Primer Coat Inside & Out.	2	476.00	952.00T
New Sash Installation / Sash removal for reglazing (bent glass with wax contractor cardboard).	1	8,700.00	8,700.00

Contract signature and deposit needed for all work to begin.	<b>Total</b>
--	--------------

Signature \_\_\_\_\_

Phone #	Fax #	E-mail	Web Site
(415) 305-0276	(866) 506-2390	arellanoswoodwindows@gmail.com	www.arellanoswoodwindows.com



Date	Estimate #
5/15/2016	5816

Jobsite
101-105 Steiner st. San Francisco, CA 94117

Contract signature and deposit needed for all work to begin.	<b>Total</b>	\$29,991.69
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Phone #	Fax #	E-mail	Web Site
(415) 305-0276	(866) 506-2390	arellanoswoodwindows@gmail.com	www.arellanoswoodwindows.com



## Eco Logic Construction &amp; Design, Inc.

608 English St  
 Petaluma, CA 94952  
 415-999-1780/Office  
 707-658-1427/Fax  
 License #896041B

**CONTRACT**

101-105 Steiner-Windows

THIS AGREEMENT is between the Contractor:

Name: Eco Logic Construction & Design, Inc. License No.: 896041 B  
 Address: 608 English St.  
 City, State, Zip: Petaluma, CA 94952 Phone: 415-999-1780 Fax 707-658-1427 Email: ecoerik@comcast.net

And the Owner:

Name: Karli Sager & Jason Monberg/Sager Monberg Revocable Trust Email: karli.sager@gmail.com  
 Home Address: 56 Potomac St  
 City, State, Zip: San Francisco, CA 94117 Phone: 415-336-2349

Work to be performed at the following street address: 101-105 Steiner St San Francisco, CA 94117

SCOPE OF WORK: Contractor will furnish the following labor, materials and equipment to construct in a good workmanlike manner: Repair and replace existing wood windows in the same size and same location:

Inclusions:

**Windows:**

Repair Existing wood windows in kind to match existing, replace broken glass panes, recondition windows with new sash cord, remove and replace window stops & parting bead, adjust weights on lower sashes, replace vinyl windows with wood windows to match existing/original wood windows:

101 Steiner:

Replace and recondition one sash on west wall  
 Replace Curved plexi-glass with new curved glass on north wall and recondition  
 Replace existing sashes for two windows on south wall

103 Steiner:

Replace glass window sash on south wall  
 Replace 4 panes of plexi-glass with new glass on east wall-recondition  
 Replace 3 panes of plexi-glass with new glass on south wall-recondition  
 Recondition sashes of four windows on south wall

105 Steiner:

Replace glass on entry door  
 Replace glass and recondition 3 sashes on north wall  
 Replace plexi-glass with glass in four sashes on south wall and recondition  
 Recondition seven sashes on south wall  
 Recondition sashes of two windows on north wall  
 Remove and replace vinyl windows with new wood windows on south wall

Paint all new sashes  
 Permits and Inspections

Exclusions/Not in Contract:

-work on casings if needed invoiced separately  
 -upper sashes to be fixed on reconditioned windows

ECI

**ALLOWANCES:** The following items or specific prices are included in the contract price as allowances: curved glass panes material costs \$350 each- The prices listed are estimates, the contract price will be adjusted upward or downward based on the actual amounts and adjustments will be made to the corresponding invoice.

**TIME FOR COMPLETION:** The work to be performed by Contractor pursuant to this Agreement shall commence on the date of the approved permit and shall be substantially completed within 8 weeks of the start date. Commencement of work shall be defined as pulling permit.

**PAYMENT:** Owner agrees to pay Contractor a total cash price of \$34,960(thirty four thousand nine hundred sixty dollars), with a down payment of \$1000 upon signing of contract, and a payment schedule as follows:

Payment # 1: \$10,000 paid upon permit acquired

Payment # 2: \$15,000 paid upon completion of reconditioned sashes

Payment # 3: \$9,960 paid upon completion of job and final inspection

Interest of 2% per month, will be charged on all overdue payments.

**ADDITIONAL TERMS AND CONDITIONS:** The Additional Terms and Conditions on the following pages, the Notice to Owner, and the Notice of Cancellation are expressly incorporated into this Agreement.

**NOTICE OF YOUR RIGHTS:** You, the homeowner or tenant (buyer), have the right to require the Contractor to furnish you with a performance and payment bond. You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. Or if this is a contract for the repair of damages resulting from an earthquake, flood, fire, hurricane, riot, storm, tidal wave, or other similar catastrophic occurrence, you the buyer may cancel this transaction at any time prior to midnight of the seventh business day after the date of this transaction. See the attached Notice of Cancellation form for an explanation of this right.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, CA 95826.

**ACCEPTANCE:**

Contractor:

Date: \_\_\_\_\_  
Eco Logic Construction & Design, Inc. Erik Eitel/President

Owner:

Date: \_\_\_\_\_  
-Karli Sager and Jason Monberg/Owners

## ADDITIONAL TERMS AND CONDITIONS

1. **CHANGES IN THE WORK.** Should the Owner, construction lender, or any public body or inspector direct any modification or addition to the work covered by this contract, the contract price shall be adjusted accordingly. Once performed, this additional work will be invoiced based on the Contractor's actual cost of all labor, equipment, subcontracts and materials, plus a contractor's fee of 20% for profit and administrative overhead. The Change Order may also increase the time within which the contract is to be completed. No extra or change-order work shall be required to be performed without prior written or authorization of the person contracting for the construction of the home improvement. Any change order forms for changes or extra work shall be incorporated in and become a part of this contract.
2. **RESPONSIBILITIES OF THE PARTIES.** Contractor shall promptly notify the Owner of (a) subsurface or latest physical conditions at the site differing materially from those indicated in this contract. or (b) unknown physical conditions differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. Any expense incurred due to such conditions shall be paid for by Owner as added work.  
  
Owner is responsible to: (a) supply electricity and water for use by Contractor; (b) provide Contractor and his equipment access to the property; (c) remove or protect any personal property and Contractor is not responsible for same nor for any carpets, drapes, furniture, driveways, lawns, shrubs, etc.; (d) point out and warrant the property lines to Contractor; and (e) have sufficient funds to comply with this agreement. This is a cash transaction unless otherwise specified.
3. **ASBESTOS AND HAZARDOUS WASTE.** Unless the contract specifically calls for the removal, disturbance, or transportation of asbestos or other hazardous substances, the parties acknowledge that such work requires special procedure, precautions, and/or licenses. Therefore, unless the contract specifically calls for same, if Contractor encounters such substances, Contractor shall immediately stop work and allow the Owner to obtain a duly qualified asbestos and/or hazardous material Contractor to perform the work or do the work himself at Contractor's option. Said work will be treated as an extra under this contract.
4. **PLANS & SPECIFICATIONS.** If plans and specifications are prepared for this job, they shall be attached to and become a part of the agreement.
5. **SUBCONTRACTS.** Contractor may subcontract portions of this work to properly licensed and qualified subcontractors.
6. **JOINT CONTROL.** If Contractor is required under this Agreement to furnish joint control, Contractor shall not have any financial or other interest in the joint control.
7. **INSURANCE AND DEPOSITS.** Owner will procure at Owner's own expense and before the commencement of any work hereunder, fire insurance with course of construction, vandalism, and malicious mischief clauses attached, such insurance to be a sum at least equal to the contract price with loss, if any, payable to any beneficiary under any deed of trust covering the project, such insurance shall also name the Contractor and his subcontractors as additional insured, and to include sufficient funds to protect Owner, Contractor and his subcontractors and construction lender as their interests may appear; should Owner fail to do so Contractor may procure such insurance as agent for and at the expenses of Owner, but is not required to do so.  
  
If the project is destroyed or damaged due to accident, disaster or calamity, such as fire, storm, earthquake, flood, landslide, or by theft or vandalism, any work done by the Contractor in rebuilding or restoring the project shall be paid by the Owner as extra work.  
  
Contractor shall carry Worker's Compensation insurance for the protection of Contractor's employees during the progress of the work. Owner shall obtain and pay for insurance against injury to Owner's own employees and persons under Owner's direction and persons on the job site at Owner's invitation.
8. **CLEAN-UP.** Contractor will remove from Owner's property debris and surplus material created by his operation and leave it in a neat and broom clean condition.
9. **COMPLETION AND OCCUPANCY.** Owner agrees to sign and record a notice of completion within five days after the project is complete and ready for occupancy. If the project passes final inspection by the public body but Owner fails to record a Notice of Completion, then Owner hereby appoints contractors as Owner's agent to sign and record a Notice of Completion on behalf of Owner. This agency is irrevocable and is an agency coupled with an interest. In the event the Owner occupies the project or any part thereof before the Contractor has received all payment due under this contract, such occupancy shall constitute full and unqualified acceptance of all the Contractor's work by the Owner and the Owner agrees that such occupancy shall be a waiver of any and all claims against the Contractor.
10. **RELEASE UPON PAYMENT.** Upon satisfactory payment being made for any portion of the work performed, the Contractor shall, prior to any further payment being made, furnish to the Owner or construction lender a full and unconditional release from any claim or mechanic's lien pursuant to Civil Code §3114, for that portion of the work for which payment has been made.
11. **SALESPERSON'S COMMISSION.** If a sales commission will be paid out of the contract price, that payment shall be made on a pro rata basis in proportion to the schedule of payments made to the Contractor by the disbursing party.
12. **DELAYS.** Contractor agrees to start and diligently pursue work through to completion, but shall not be responsible for delays for any of the following reasons: failure of the issuance of all necessary building permits within a reasonable length of time, funding of loans, disbursement of funds into funding control or escrow, acts of neglect or omission of Owner or Owner's employees or agents, acts of God, stormy or inclement weather, strikes, lockouts, boycotts or other labor union activities, extra work ordered by Owner, acts of public enemy, riots or civil commotion, inability to secure material through regular recognized channels, imposition of Government priority or allocation of materials, failure of Owner to make payments when due, or delays caused by inspection or changes ordered by the inspectors of authorized governmental bodies, or for acts of independent contractors, or holidays, or other causes beyond Contractor's reasonable control. Failure by the Contractor without lawful excuse to substantially commence work within 20 days from the approximate date specified above when work will begin is a violation of the Contractors' State License Law, Business and Professions Code §7159.

13. **RIGHT TO STOP WORK.** Contractor shall have the right to stop work if any payment shall not be made, when due, to Contractor under this Agreement; Contractor may keep the job idle until all payments due are received. This remedy is in addition to any other right or remedy that the Contractor may have. Such failure to make payment, when due, is a material breach of this Agreement. Owner acknowledges that the additional costs for the delay in stopping and starting the project shall be treated as an extra and allow Contractor additional costs in accordance with paragraph one hereof.

14. **DAMAGES.** Any damages for which Contractor may be liable to Owner shall not, in any event, exceed the cash price of this Agreement.

15. **ARBITRATION OF DISPUTES.** Any claim or dispute arising out of or related to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, or by mediation or other alternative dispute resolution method as may be mutually agreed, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

**NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE BUSINESS AND PROFESSIONS CODE OR OTHER APPLICABLE LAWS. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.**

**WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.**

**I/we agree to arbitration.** \_\_\_\_\_ Eco Logic \_\_\_\_\_ Owner

16. **SEVERABILITY.** In the event that any provision of this Agreement or any application thereof shall be invalid, unenforceable or illegal, the validity, enforceability and legality of the remaining provisions and any other application shall not in any way be impaired thereby.

# Eco Logic Construction & Design, Inc.

608 English St  
 Petaluma, CA 94952  
 415-999-1780/Office  
 707-658-1427/Fax  
 License #896041B

## CONTRACT

### 101-105 Steiner-Voluntary Structural Upgrade

THIS AGREEMENT is between the Contractor:

Name:	Eco Logic Construction & Design, Inc.	License No.:	896041 B
Address:	608 English St.		
City, State, Zip:	Petaluma, CA 94952	Phone: 415-999-1780	Fax 707-658-1427 Email: ecoerik@comcast.net

And the Owner:

Name:	Karli Sager & Jason Monberg/Sager Monberg Revocable Trust	Email: karli.sager@gmail.com
Home Address:	56 Potomac St	
City, State, Zip:	San Francisco, CA 94117	Phone: 415-336-2349

Work to be performed at the following street address: 101-105 Steiner St San Francisco, CA 94117

**SCOPE OF WORK:** Contractor will furnish the following labor, materials and equipment to construct in a good workmanlike manner: Voluntary upgrade of south property line foundation, Seismic strengthening of the garage level with new plywood shearwalls and reinforced concrete grade beams spanning in the transverse direction

Inclusions: Voluntary Structural Upgrade on ground floor

Concrete cutting and excavation for two new reinforced concrete grade beams up to 50 linear feet

Framing new shearwalls-adding connectors- 25 linear feet

Repairing a portion of the south property line foundation- cap sections or replace sections up to 15 linear feet

Permits and Inspections

Clean up and off haul materials

Exclusions/Not in Contract:

Structural Engineering

Special Inspections

Parking Permits

**ALLOWANCES:** The following items or specific prices are included in the contract price as allowances: Grade beams \$25,000 Foundation Repair- \$15,000 Shearwalls 9,500 Permits & Inspections \$2,500

The prices listed are estimates, the contract price will be adjusted upward or downward based on the actual amounts and adjustments will be made to the corresponding invoice.

**TIME FOR COMPLETION:** The work to be performed by Contractor pursuant to this Agreement shall commence on the date of the approved permit and shall be substantially completed within 2 weeks of the start date. Commencement of work shall be defined as pulling permit.

PAYMENT: Owner agrees to pay Contractor a total cash price of \$52,000 (twenty eight thousand eight hundred eighty dollars), with a down payment of \$1000 upon signing of contract, and a payment schedule as follows:

- Payment # 1: \$10,000 paid upon completion of Concrete Cutting
- Payment # 2: \$15,000 paid upon completion of Excavation
- Payment # 3: \$15,000 paid upon completion of Concrete Poured
- Payment # 4: \$12,000 paid upon completion of job and final inspection

Interest of 2% per month, will be charged on all overdue payments.

ADDITIONAL TERMS AND CONDITIONS: The Additional Terms and Conditions on the following pages, the Notice to Owner, and the Notice of Cancellation are expressly incorporated into this Agreement.

NOTICE OF YOUR RIGHTS: You, the homeowner or tenant (buyer), have the right to require the Contractor to furnish you with a performance and payment bond. You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. Or if this is a contract for the repair of damages resulting from an earthquake, flood, fire, hurricane, riot, storm, tidal wave, or other similar catastrophic occurrence, you the buyer may cancel this transaction at any time prior to midnight of the seventh business day after the date of this transaction. See the attached Notice of Cancellation form for an explanation of this right.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, CA 95826.

ACCEPTANCE:

Contractor:

Date: \_\_\_\_\_  
Eco Logic Construction & Design, Inc. Erik Eitel/President

Owner:

Date: \_\_\_\_\_  
-Karli Sager and Jason Monberg/Owners

## ADDITIONAL TERMS AND CONDITIONS

1. **CHANGES IN THE WORK.** Should the Owner, construction lender, or any public body or inspector direct any modification or addition to the work covered by this contract, the contract price shall be adjusted accordingly. Once performed, this additional work will be invoiced based on the Contractor's actual cost of all labor, equipment, subcontracts and materials, plus a contractor's fee of 20% for profit and administrative overhead. The Change Order may also increase the time within which the contract is to be completed. No extra or change-order work shall be required to be performed without prior written or authorization of the person contracting for the construction of the home improvement. Any change order forms for changes or extra work shall be incorporated in and become a part of this contract.
2. **RESPONSIBILITIES OF THE PARTIES.** Contractor shall promptly notify the Owner of (a) subsurface or latest physical conditions at the site differing materially from those indicated in this contract. or (b) unknown physical conditions differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. Any expense incurred due to such conditions shall be paid for by Owner as added work.  
  
Owner is responsible to: (a) supply electricity and water for use by Contractor; (b) provide Contractor and his equipment access to the property; (c) remove or protect any personal property and Contractor is not responsible for same nor for any carpets, drapes, furniture, driveways, lawns, shrubs, etc.; (d) point out and warrant the property lines to Contractor; and (e) have sufficient funds to comply with this agreement. This is a cash transaction unless otherwise specified.
3. **ASBESTOS AND HAZARDOUS WASTE.** Unless the contract specifically calls for the removal, disturbance, or transportation of asbestos or other hazardous substances, the parties acknowledge that such work requires special procedure, precautions, and/or licenses. Therefore, unless the contract specifically calls for same, if Contractor encounters such substances, Contractor shall immediately stop work and allow the Owner to obtain a duly qualified asbestos and/or hazardous material Contractor to perform the work or do the work himself at Contractor's option. Said work will be treated as an extra under this contract.
4. **PLANS & SPECIFICATIONS.** If plans and specifications are prepared for this job, they shall be attached to and become a part of the agreement.
5. **SUBCONTRACTS.** Contractor may subcontract portions of this work to properly licensed and qualified subcontractors.
6. **JOINT CONTROL.** If Contractor is required under this Agreement to furnish joint control, Contractor shall not have any financial or other interest in the joint control.
7. **INSURANCE AND DEPOSITS.** Owner will procure at Owner's own expense and before the commencement of any work hereunder, fire insurance with course of construction, vandalism, and malicious mischief clauses attached, such insurance to be a sum at least equal to the contract price with loss, if any, payable to any beneficiary under any deed of trust covering the project, such insurance shall also name the Contractor and his subcontractors as additional insured, and to include sufficient funds to protect Owner, Contractor and his subcontractors and construction lender as their interests may appear; should Owner fail to do so Contractor may procure such insurance as agent for and at the expenses of Owner, but is not required to do so.  
  
If the project is destroyed or damaged due to accident, disaster or calamity, such as fire, storm, earthquake, flood, landslide, or by theft or vandalism, any work done by the Contractor in rebuilding or restoring the project shall be paid by the Owner as extra work.  
  
Contractor shall carry Worker's Compensation insurance for the protection of Contractor's employees during the progress of the work. Owner shall obtain and pay for insurance against injury to Owner's own employees and persons under Owner's direction and persons on the job site at Owner's invitation.
8. **CLEAN-UP.** Contractor will remove from Owner's property debris and surplus material created by his operation and leave it in a neat and broom clean condition.
9. **COMPLETION AND OCCUPANCY.** Owner agrees to sign and record a notice of completion within five days after the project is complete and ready for occupancy. If the project passes final inspection by the public body but Owner fails to record a Notice of Completion, then Owner hereby appoints contractors as Owner's agent to sign and record a Notice of Completion on behalf of Owner. This agency is irrevocable and is an agency coupled with an interest. In the event the Owner occupies the project or any part thereof before the Contractor has received all payment due under this contract, such occupancy shall constitute full and unqualified acceptance of all the Contractor's work by the Owner and the Owner agrees that such occupancy shall be a waiver of any and all claims against the Contractor.
10. **RELEASE UPON PAYMENT.** Upon satisfactory payment being made for any portion of the work performed, the Contractor shall, prior to any further payment being made, furnish to the Owner or construction lender a full and unconditional release from any claim or mechanic's lien pursuant to Civil Code §3114, for that portion of the work for which payment has been made.
11. **SALESPERSON'S COMMISSION.** If a sales commission will be paid out of the contract price, that payment shall be made on a pro rata basis in proportion to the schedule of payments made to the Contractor by the disbursing party.
12. **DELAYS.** Contractor agrees to start and diligently pursue work through to completion, but shall not be responsible for delays for any of the following reasons: failure of the issuance of all necessary building permits within a reasonable length of time, funding of loans, disbursement of funds into funding control or escrow, acts of neglect or omission of Owner or Owner's employees or agents, acts of God, stormy or inclement weather, strikes, lockouts, boycotts or other labor union activities, extra work ordered by Owner, acts of public enemy, riots or civil commotion, inability to secure material through regular recognized channels, imposition of Government priority or allocation of materials, failure of Owner to make payments when due, or delays caused by inspection or changes ordered by the inspectors of authorized governmental bodies, or for acts of independent contractors, or holidays, or other causes beyond Contractor's reasonable control. Failure by the Contractor without lawful excuse to substantially commence work within 20 days from the approximate date specified above when work will begin is a violation of the Contractors' State License Law, Business and Professions Code §7159.

13. **RIGHT TO STOP WORK.** Contractor shall have the right to stop work if any payment shall not be made, when due, to Contractor under this Agreement; Contractor may keep the job idle until all payments due are received. This remedy is in addition to any other right or remedy that the Contractor may have. Such failure to make payment, when due, is a material breach of this Agreement. Owner acknowledges that the additional costs for the delay in stopping and starting the project shall be treated as an extra and allow Contractor additional costs in accordance with paragraph one hereof.

14. **DAMAGES.** Any damages for which Contractor may be liable to Owner shall not, in any event, exceed the cash price of this Agreement.

15. **ARBITRATION OF DISPUTES.** Any claim or dispute arising out of or related to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, or by mediation or other alternative dispute resolution method as may be mutually agreed, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

**NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE BUSINESS AND PROFESSIONS CODE OR OTHER APPLICABLE LAWS. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.**

**WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.**

**I/we agree to arbitration.** \_\_\_\_\_ Eco Logic \_\_\_\_\_ Owner

16. **SEVERABILITY.** In the event that any provision of this Agreement or any application thereof shall be invalid, unenforceable or illegal, the validity, enforceability and legality of the remaining provisions and any other application shall not in any way be impaired thereby.



# Eco Logic Construction & Design, Inc.

608 English St  
Petaluma, CA 94952  
415-999-1780/Office  
707-658-1427/Fax  
License #896041B

## **CONTRACT** 101-105 Steiner-Roof

THIS AGREEMENT is between the Contractor:

Name:	Eco Logic Construction & Design, Inc.	License No.:	896041 B
Address:	608 English St.		
City, State, Zip:	Petaluma, CA 94952	Phone: 415-999-1780	Fax 707-658-1427 Email: ecoerik@comcast.net

And the Owner:

Name:	Karli Sager & Jason Monberg/Sager Monberg Revocable Trust	Email: karli.sager@gmail.com
Home Address:	56 Potomac St	
City, State, Zip:	San Francisco, CA 94117	Phone: 415-336-2349

Work to be performed at the following street address: 101-105 Steiner St San Francisco, CA 94117

**SCOPE OF WORK:** Contractor will furnish the following labor, materials and equipment to construct in a good workmanlike manner: Replace Roof with new/Repair:

Inclusions:

### **Roofing:**

Demolition of existing tar & gravel roof and off haul materials- remove and off haul composition shingles on overhang,  
Provide scaffold at front elevation with pedestrian throughway,  
Install fiberglass base layer, Install second base layer of APP torch down  
Install 130 ft of 3X3 flashing, Install roof jacks, caps, and storm collars for all penetrations  
Install 80 ft of 3" downspout/Install two 6X6 drain outlet/scuppers  
Install third layer of GTA granulated torch down bitumen  
Install 30lb. felt and 30 year composition shingles on overhang  
Permits and Inspections

Exclusions/Not in Contract:

**ALLOWANCES:** The following items or specific prices are included in the contract price as allowances: Scaffold/Pedestrian throughway- \$2,750

The prices listed are estimates, the contract price will be adjusted upward or downward based on the actual amounts and adjustments will be made to the corresponding invoice.

**TIME FOR COMPLETION:** The work to be performed by Contractor pursuant to this Agreement shall commence on the date of the approved permit and shall be substantially completed within 2 weeks of the start date. Commencement of work shall be defined as pulling permit.

PAYMENT: Owner agrees to pay Contractor a total cash price of \$28,880 (twenty eight thousand eight hundred eighty dollars), with a down payment of \$1000 upon signing of contract, and a payment schedule as follows:

Payment # 1: \$15,000 paid upon completion of Demolition

Payment # 2: \$13,880 paid upon completion of job and final inspection

Interest of 2% per month, will be charged on all overdue payments.

ADDITIONAL TERMS AND CONDITIONS: The Additional Terms and Conditions on the following pages, the Notice to Owner, and the Notice of Cancellation are expressly incorporated into this Agreement.

NOTICE OF YOUR RIGHTS: You, the homeowner or tenant (buyer), have the right to require the Contractor to furnish you with a performance and payment bond. You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. Or if this is a contract for the repair of damages resulting from an earthquake, flood, fire, hurricane, riot, storm, tidal wave, or other similar catastrophic occurrence, you the buyer may cancel this transaction at any time prior to midnight of the seventh business day after the date of this transaction. See the attached Notice of Cancellation form for an explanation of this right.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, CA 95826.

#### ACCEPTANCE:

Contractor:

Date: \_\_\_\_\_

\_\_\_\_\_  
Eco Logic Construction & Design, Inc. Erik Eitel/President

Owner:

Date: \_\_\_\_\_

\_\_\_\_\_  
-Karli Sager and Jason Monberg/Owners

## ADDITIONAL TERMS AND CONDITIONS

1. **CHANGES IN THE WORK.** Should the Owner, construction lender, or any public body or inspector direct any modification or addition to the work covered by this contract, the contract price shall be adjusted accordingly. Once performed, this additional work will be invoiced based on the Contractor's actual cost of all labor, equipment, subcontracts and materials, plus a contractor's fee of 20% for profit and administrative overhead. The Change Order may also increase the time within which the contract is to be completed. No extra or change-order work shall be required to be performed without prior written or authorization of the person contracting for the construction of the home improvement. Any change order forms for changes or extra work shall be incorporated in and become a part of this contract.
2. **RESPONSIBILITIES OF THE PARTIES.** Contractor shall promptly notify the Owner of (a) subsurface or latest physical conditions at the site differing materially from those indicated in this contract. or (b) unknown physical conditions differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. Any expense incurred due to such conditions shall be paid for by Owner as added work.  
  
Owner is responsible to: (a) supply electricity and water for use by Contractor; (b) provide Contractor and his equipment access to the property; (c) remove or protect any personal property and Contractor is not responsible for same nor for any carpets, drapes, furniture, driveways, lawns, shrubs, etc.; (d) point out and warrant the property lines to Contractor; and (e) have sufficient funds to comply with this agreement. This is a cash transaction unless otherwise specified.
3. **ASBESTOS AND HAZARDOUS WASTE.** Unless the contract specifically calls for the removal, disturbance, or transportation of asbestos or other hazardous substances, the parties acknowledge that such work requires special procedure, precautions, and/or licenses. Therefore, unless the contract specifically calls for same, if Contractor encounters such substances, Contractor shall immediately stop work and allow the Owner to obtain a duly qualified asbestos and/or hazardous material Contractor to perform the work or do the work himself at Contractor's option. Said work will be treated as an extra under this contract.
4. **PLANS & SPECIFICATIONS.** If plans and specifications are prepared for this job, they shall be attached to and become a part of the agreement.
5. **SUBCONTRACTS.** Contractor may subcontract portions of this work to properly licensed and qualified subcontractors.
6. **JOINT CONTROL.** If Contractor is required under this Agreement to furnish joint control, Contractor shall not have any financial or other interest in the joint control.
7. **INSURANCE AND DEPOSITS.** Owner will procure at Owner's own expense and before the commencement of any work hereunder, fire insurance with course of construction, vandalism, and malicious mischief clauses attached, such insurance to be a sum at least equal to the contract price with loss, if any, payable to any beneficiary under any deed of trust covering the project, such insurance shall also name the Contractor and his subcontractors as additional insured, and to include sufficient funds to protect Owner, Contractor and his subcontractors and construction lender as their interests may appear; should Owner fail to do so Contractor may procure such insurance as agent for and at the expenses of Owner, but is not required to do so.  
  
If the project is destroyed or damaged due to accident, disaster or calamity, such as fire, storm, earthquake, flood, landslide, or by theft or vandalism, any work done by the Contractor in rebuilding or restoring the project shall be paid by the Owner as extra work.  
  
Contractor shall carry Worker's Compensation insurance for the protection of Contractor's employees during the progress of the work. Owner shall obtain and pay for insurance against injury to Owner's own employees and persons under Owner's direction and persons on the job site at Owner's invitation.
8. **CLEAN-UP.** Contractor will remove from Owner's property debris and surplus material created by his operation and leave it in a neat and broom clean condition.
9. **COMPLETION AND OCCUPANCY.** Owner agrees to sign and record a notice of completion within five days after the project is complete and ready for occupancy. If the project passes final inspection by the public body but Owner fails to record a Notice of Completion, then Owner hereby appoints contractors as Owner's agent to sign and record a Notice of Completion on behalf of Owner. This agency is irrevocable and is an agency coupled with an interest. In the event the Owner occupies the project or any part thereof before the Contractor has received all payment due under this contract, such occupancy shall constitute full and unqualified acceptance of all the Contractor's work by the Owner and the Owner agrees that such occupancy shall be a waiver of any and all claims against the Contractor.
10. **RELEASE UPON PAYMENT.** Upon satisfactory payment being made for any portion of the work performed, the Contractor shall, prior to any further payment being made, furnish to the Owner or construction lender a full and unconditional release from any claim or mechanic's lien pursuant to Civil Code §3114, for that portion of the work for which payment has been made.
11. **SALESPERSON'S COMMISSION.** If a sales commission will be paid out of the contract price, that payment shall be made on a pro rata basis in proportion to the schedule of payments made to the Contractor by the disbursing party.
12. **DELAYS.** Contractor agrees to start and diligently pursue work through to completion, but shall not be responsible for delays for any of the following reasons: failure of the issuance of all necessary building permits within a reasonable length of time, funding of loans, disbursement of funds into funding control or escrow, acts of neglect or omission of Owner or Owner's employees or agents, acts of God, stormy or inclement weather, strikes, lockouts, boycotts or other labor union activities, extra work ordered by Owner, acts of public enemy, riots or civil commotion, inability to secure material through regular recognized channels, imposition of Government priority or allocation of materials, failure of Owner to make payments when due, or delays caused by inspection or changes ordered by the inspectors of authorized governmental bodies, or for acts of independent contractors, or holidays, or other causes beyond Contractor's reasonable control. Failure by the Contractor without lawful excuse to substantially commence work within 20 days from the approximate date specified above when work will begin is a violation of the Contractors' State License Law, Business and Professions Code §7159.

13. **RIGHT TO STOP WORK.** Contractor shall have the right to stop work if any payment shall not be made, when due, to Contractor under this Agreement; Contractor may keep the job idle until all payments due are received. This remedy is in addition to any other right or remedy that the Contractor may have. Such failure to make payment, when due, is a material breach of this Agreement. Owner acknowledges that the additional costs for the delay in stopping and starting the project shall be treated as an extra and allow Contractor additional costs in accordance with paragraph one hereof.

14. **DAMAGES.** Any damages for which Contractor may be liable to Owner shall not, in any event, exceed the cash price of this Agreement.

15. **ARBITRATION OF DISPUTES.** Any claim or dispute arising out of or related to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, or by mediation or other alternative dispute resolution method as may be mutually agreed, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

**NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE BUSINESS AND PROFESSIONS CODE OR OTHER APPLICABLE LAWS. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.**

**WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.**

**I/we agree to arbitration.** \_\_\_\_\_ Eco Logic \_\_\_\_\_ Owner

16. **SEVERABILITY.** In the event that any provision of this Agreement or any application thereof shall be invalid, unenforceable or illegal, the validity, enforceability and legality of the remaining provisions and any other application shall not in any way be impaired thereby.

May 6, 2016

Karli Sager & Jason Monberg  
56 Potomac Street  
San Francisco, California, 94117  
karli\_sager@hotmail.com  
jasonmonberg@gmail.com

**PROPOSAL FOR STRUCTURAL ENGINEERING SERVICES**  
**101-105 Steiner Street Seismic Strengthening – San Francisco**

Dear Karli & Jason:

Thank you for considering Strandberg Engineering as the structural consultant for your project. We would be honored to work with you. The following proposal is based on a site visit to 101-105 Steiner by David Strandberg on May 4, 2016.

## **PROJECT DESCRIPTION**

Strandberg Engineering understands that the project includes the following:

- Repair of existing South property line foundation
- Seismic strengthening of the garage level with new plywood shearwalls and reinforced concrete grade beams spanning in the transverse direction

The structural design for the project will be based on the 2013 California Building Code and the San Francisco Amendments.

## **ENGINEERING SERVICES**

Strandberg Engineering will perform Engineering Services for the proposed Project Description above. These services will be performed in the following phases – Construction Documents and Construction Administration – outlined as follows:

### **1. CONSTRUCTION DOCUMENTS**

- a. Prepare structural drawings sufficiently detailed for bidding and permit submittal to building department and which are to be used by the contractor during construction
- a. Prepare structural calculations for permit submittal to building department

- b. Establish testing and inspection requirements for all structural materials and workmanship
- c. Respond to comments from building department based on their review of our permit submittal drawings and calculations

## 2. CONSTRUCTION ADMINISTRATION

- a. Provide site visits when requested to observe general conformance of construction to the approved drawings at the various phases of the project
- b. Respond to requests for information (RFIs) from contractor
- c. Make minor modifications to the plans and details as needed
- d. Provide letter summarizing structural observation performed during construction

## FEES & EXPENSES FOR ENGINEERING SERVICES

### 1. PROFESSIONAL FEES

Based on the information provided to Strandberg Engineering to-date, the fixed fees for the work outlined above are as follows:

Phase	Fee Structure	Distribution	Fee
Construction Documents	Fixed Fee	75%	\$5,250
Construction Administration	Fixed Fee	25%	\$1,750
Total =			\$7,000

### 2. REIMBURSABLE EXPENSES

Reimbursable expenses are expenses incurred directly or indirectly by Strandberg Engineering in connection with the Project. Reimbursable expenses are not included in the estimate above.

### 3. PAYMENT

Invoices will be submitted monthly for Professional Fees and Reimbursable Expenses. Invoices are due upon receipt and shall be considered past due if not paid within 30 days following the invoice date. In the event Client fails to timely pay any invoice, Strandberg Engineering may, without waiving any other claim or right against Clients, and without liability whatsoever to Client or others, suspend or terminate its performance of this Agreement. Late payments may accrue interest at a rate of 1.5% per month from the date the invoice was issued. In the event any portion of the account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

#### 4. SCHEDULE OF RATES

Strandberg Engineering's hourly rates are listed below by job title. Our hourly rates increase 5% to 8% annually, starting January 1 of each year. The rates listed below are good through December of 2016.

Job Title	Hourly Rate
Principal	\$245
Associate Engineer	\$215
Project Engineer	\$195
Staff Engineer	\$170
Junior Engineer	\$115
Drafter	\$130
Administration	\$75

#### 5. INSURANCE

Strandberg Engineering currently maintains the following insurance coverage. Certificates of insurance can be provided upon request.

Coverage	Limits
Professional Liability	\$1,000,000 per claim \$2,000,000 annual aggregate
Commercial General Liability	\$1,000,000 per claim \$2,000,000 annual aggregate
Workers Compensation	\$1,000,000 per claim
Automobile Insurance	\$1,000,000 combined

#### 6. SCHEDULE OF REIMBURSABLE EXPENSES

Reimbursable Item	Billing Structure
In-House Plotting	\$ 2.00/sq.ft.
Automotive Expenses	Per IRS Mileage Rate
Project Travel Expenses	At Cost
Delivery Expenses	At Cost

## 7. ADDITIONAL SERVICES

Additional Services are those that arise as a result of unforeseen circumstances during the design or construction of a project and that are not included in the scope of work described in Engineering Services. Written notification will be given before we proceed with any additional services. The following items are considered Additional Services and shall be billed on a time-and-materials basis according to our standard billing rates in effect at the time of service, in addition to fees quoted for basic services.

- Services resulting from major changes in scope or magnitude of the project as described in Project Description and agreed to under this Agreement
- Splitting the Permit Documents into multiple phases
- Redesign to reduce construction cost where the reason for the excessive cost is outside the control of Strandberg Engineering
- Redesign services required by major design changes by the Architect and/or Client
- Redesign services requested to accommodate particular construction materials, methods, or sequences
- Services resulting from corrections or revisions required due to deviations of the executed work by the contractor from that shown on the Contract Documents
- Services required as a result of revision of governing codes or regulation subsequent to completion of the Construction Document Phase
- Services in connection with a public hearing, arbitration proceeding or legal proceeding
- Services resulting from an existing building not being constructed as shown on original drawings or atypical conditions which could not be accounted for. In the event that accurate information regarding existing conditions is not made available, Strandberg Engineering will make assumptions in the design and details. If these assumptions are not correct, and redesign becomes necessary during construction, the redesign will be performed as an additional service.
- Design of temporary shoring and bracing for structure and excavations and/or underpinning
- Services related to secondary structural and non-structural elements such as furniture, countertops, sculpture support, custom windows/doors, architectural stairs, trellis, canopies, hardware/mechanisms, etc., unless previously noted.

## TERMS AND CONDITIONS

### 1. ACCEPTANCE

Client and Strandberg Engineering agree that Client's payment of an invoice shall be taken to mean that Client is satisfied with Strandberg Engineering's services to date and that Client is not aware of any deficiencies in Strandberg Engineering's services unless otherwise noted in writing. Client agrees to provide prompt notice to Strandberg Engineering if Client becomes aware of any fault or defect in the project or in Strandberg Engineering's services or obligations.



**2. MEANS AND METHODS**

It is understood and agreed that Strandberg Engineering has no constructive use of the site; has no control or authority over the means, methods, and sequences of construction; and therefore has no ongoing responsibility whatsoever for construction site safety, a responsibility that has been wholly vested in the general contractor.

**3. ACCESS**

Client shall make all necessary arrangements for Strandberg Engineering's access to any location required for Strandberg Engineering to provide its engineering services.

**4. ENTIRE AGREEMENT**

This proposal constitutes the entire agreement between the parties and there are no conditions, agreements or representations between the parties except as expressed herein. Any prior agreements, promises, negotiations or representations, written or oral, not expressly set forth in this agreement are of no force and effect. It is the intention of the parties that this agreement will govern all services provided to Client by Strandberg Engineering whether before or after execution of the agreement. It is not the intent of the parties to this agreement to form a partnership or joint venture.

**5. NO THIRD PARTY BENEFICIARIES**

This proposal and all related obligations and services are intended for the sole benefit of Client and Strandberg Engineering and are not intended to create any third party rights or benefits except as expressly set forth herein.

**6. LIMITATION OF LIABILITY**

Strandberg Engineering's liability coverage is limited to ten times the amount of total fees paid to Strandberg Engineering.

**7. SAVINGS PROVISION**

In the event any provisions of this proposal shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

**8. SUCCESSORS AND ASSIGNS**

The Client and Strandberg Engineering each bind themselves, their successors and permitted assigns to the agreement. Neither Client nor Strandberg Engineering shall assign or transfer its interests in this agreement without the prior written consent of the other; however Strandberg Engineering shall have the right to subcontract portions of the services to qualified sub-consultants.

**9. TIMELINE**

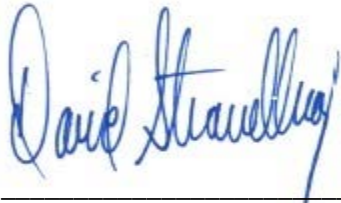
This proposal shall expire if not accepted and countersigned within 90 days of the proposal date.

#### 10. TERMINATION OF SERVICES

This Agreement may be terminated after a 15 day advance notice in writing by either party for any reason. In the event of termination, the Client shall pay Strandberg Engineering for all services rendered up to the date of termination and reimbursable expenses.

Acceptance of this proposal can be indicated by signing the designated space below and sending a PDF or hard copy of the document to our office along with the retainer (if required). Please do not hesitate to call if you have any questions regarding this proposal. It would be our pleasure to be part of your project team, and we look forward to hearing from you.

Best Regards,



David Strandberg, Principal

Accepted By:

Karli Sager / Jason Monberg

Date

( )  
Client phone number

*If you would like us to email a copy of your  
monthly invoices, please provide your preferred  
email address below:*

Client email address

**Mills Act Historical Property Contract  
Pre-Approval Inspection Report**

**May 2016  
101-105 Steiner Street**

**Property Information**

Address: 101-105 Steiner Street

Block/Lot: 0866/009

Zoning District: RTO

Height & Bulk District: 40-X

Eligibility: Contributor to Duboce Park Landmark District

**Owner Information**

Name: Jason Monberg & Karli Sager

Address: 56 Potomac Street  
San Francisco, CA 94117

Phone: 415-722-4972

Phone: 415-269-8518

Email: [jasonmonberg@gmail.com](mailto:jasonmonberg@gmail.com)

Email: karlisager@gmail.com

**Pre-Inspection**

☒ Application fee paid

☐ Record of calls or e-mails to applicant to schedule pre-contract inspection

5/2 – confirm receipt of application; schedule site visit

Inspection scheduled on: 5/10 – confirm site visit date and time.

**Inspection Overview**

Date and time of inspection: 5/12/16; 9:00am

Parties present: Shannon Ferguson, Department staff; Karli Sager, property owner

- ☒ Provide applicant with business cards
- ☒ Inform applicant of contract cancellation policy
- ☒ Inform applicant of monitoring process

Inspect property. If multi-family or commercial building, inspection included a:

- ☒ Thorough sample of units/spaces
- ☐ Representative
- ☐ Limited
- ☒ Review any recently completed and in progress work to confirm compliance with Contract.
- ☒ Review areas of proposed work to ensure compliance with Contract.
- ☒ Review proposed maintenance work to ensure compliance with Contract.
- ☐ Identify and photograph any existing, non-compliant features to be returned to original condition during contract period. **n/a**

- |  |   |   |
|--|---|---|
| <input checked="" type="checkbox"/> <b>Yes</b> | <input type="checkbox"/> <b>No</b>            | Does the application and documentation accurately reflect the property's existing condition? If no, items/issues noted:   |
| <input checked="" type="checkbox"/> <b>Yes</b> | <input type="checkbox"/> <b>No</b>            | Does the proposed scope of work appear to meet the Secretary of the Interior's Standards? If no, items/issues noted:  |
| <input type="checkbox"/> <b>Yes</b>            | <input type="checkbox"/> <b>No</b>            | Does the property meet the exemption criteria, including architectural style, work of a master architect, important persons or danger of deterioration or demolition without rehabilitation? If no, items/issues noted: n/a. property is valued at less than \$3M |
| <input type="checkbox"/> <b>Yes</b>            | <input checked="" type="checkbox"/> <b>No</b> | Conditions for approval? If yes, see below.   |

## **Notes and Recommendations**

### Foundation/Structural

Beam in basement running east-west installed in 2015. Proposal includes new retaining wall at south elevation and shear walls at two locations running north-south.

### Exterior

Vents for fireplaces at south elevation, all floors will be replace with less obtrusive vents when the elevation is prepared for painting. Work includes repairing secondary cornice at third floor where cut for vent.

### Roof

Roof proposed for replacement in 2028.

### Chimneys

No seismic work to chimney is proposed. Structural engineer consulted.

### Windows

Windows will be repaired. Vinyl windows will be replaced with wood sash to match existing.

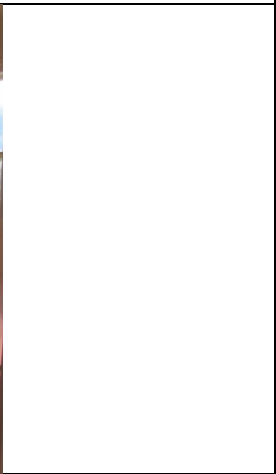
## **Conditions for Approval**

None

Photographs









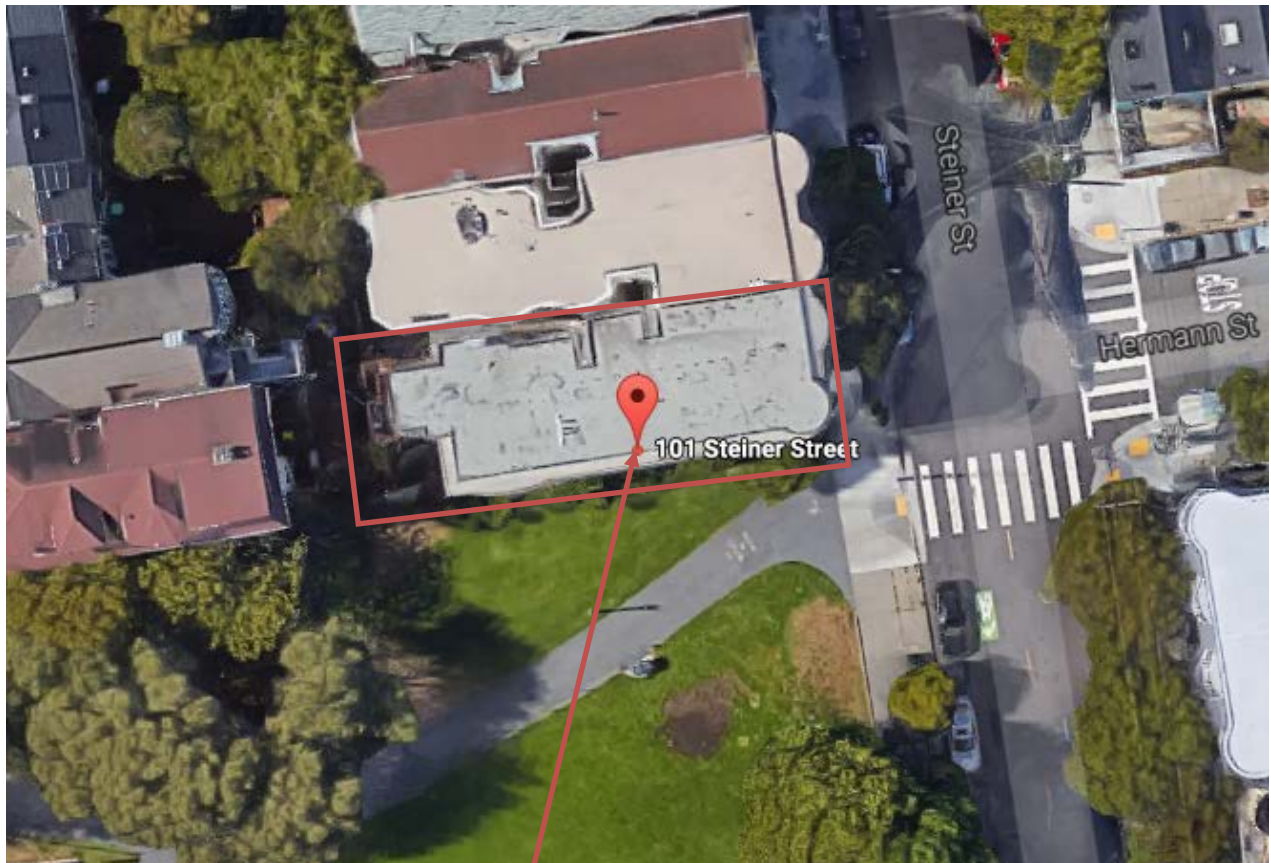




# SITE PHOTO



# AERIAL PHOTO



**SUBJECT PROPERTY**

361 OAK STREET



# SAN FRANCISCO PLANNING DEPARTMENT

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## Historic Preservation Commission Resolution No. XXX

HEARING DATE OCTOBER 5, 2016

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

Reception:  
**415.558.6378**

Fax:  
**415.558.6409**

Planning  
Information:  
**415.558.6377**

*Hearing Date:* October 5, 2016  
*Filing Dates:* May 1, 2015  
*Case No.:* 2016-006185MLS  
*Project Address:* **361 Oak Street**  
*Landmark District:* Individually listed on the California Register of Historical Resources  
*Zoning:* RTO (Residential Transit Oriented District)  
40-X Height and Bulk District  
*Block/Lot:* 0839/023  
*Applicant:* Christopher J. Ludwig and Liesl Ludwig  
361 Oak Street  
San Francisco, CA 94102  
*Staff Contact:* Shannon Ferguson – (415) 575-9074  
shannon.ferguson@sfgov.org  
*Reviewed By:* Tim Frye – (415) 575-6822  
tim.frye@sfgov.org

### **ADOPTING FINDINGS RECOMMENDING TO THE BOARD OF SUPERVISORS APPROVAL OF THE MILLS ACT HISTORICAL PROPERTY CONTRACT, REHABILITATION PROGRAM, AND MAINTENANCE PLAN FOR 361 OAK STREET:**

**WHEREAS,** The Mills Act, California Government Code Sections 50280 *et seq.* (“the Mills Act”) authorizes local governments to enter into contracts with owners of private historical property who assure the rehabilitation, restoration, preservation and maintenance of a qualified historical property; and

**WHEREAS,** In accordance with Article 1.9 (commencing with Section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code, the City and County of San Francisco may provide certain property tax reductions, such as those provided for in the Mills Act; and

**WHEREAS,** Ordinance No. 191-96 amended the San Francisco Administrative Code by adding Chapter 71, to implement Mills Act locally; and

**WHEREAS,** The Planning Department has determined that the actions contemplated in this Resolution are categorically exempt from with the California Environmental Quality Act (California Public Resources Code Sections 21000 *et seq.*) under section 15331; and

**WHEREAS,** The existing building located at 361 Oak Street is individually listed in the California Register of Historical Resources and thus qualifies as a historic property; and

**WHEREAS,** The Planning Department has reviewed the Mills Act Application, Historical Property Contract, Rehabilitation Program, and Maintenance Plan for 361 Oak Street, which are located in Case Docket No. 2016-006185MLS. The Planning Department recommends approval of the Mills Act Historical Property Contract, Rehabilitation Program, and Maintenance Plan; and

**WHEREAS,** The Historic Preservation Commission (HPC) recognizes the historic building at 361 Oak Street as an historical resource and believes the Rehabilitation Program and Maintenance Plan are appropriate for the property; and

**WHEREAS,** At a duly noticed public hearing held on October 5, 2016, the Historic Preservation Commission reviewed documents, correspondence and heard oral testimony on the Mills Act Application, Historical Property Contract, Rehabilitation Program, and Maintenance Plan for 361 Oak Street, which are located in Case Docket No. 2016-006185MLS.

**THEREFORE BE IT RESOLVED,** That the Historic Preservation Commission hereby recommends that the Board of Supervisors approve the Mills Act Historical Property Contract, including the Rehabilitation Program and Maintenance Plan for the historic building located at 361 Oak Street, attached herein as Exhibits A and B, and fully incorporated by this reference.

**BE IT FURTHER RESOLVED,** That the Historic Preservation Commission hereby directs its Commission Secretary to transmit this Resolution, the Mills Act Historical Property Contract, Rehabilitation Program, and Maintenance Plan for 361 Oak Street, and other pertinent materials in the case file 2016-006185MLS to the Board of Supervisors.

I hereby certify that the foregoing Resolution was ADOPTED by the Historic Preservation Commission on October 5, 2016.

Jonas P. Ionin  
Commissions Secretary

AYES:

NOES:

ABSENT:

ADOPTED:     October 5, 2016

1 [Approval of an Historical Property Contract for 361 Oak Street]

2  
3 **Resolution under Chapter 71 of the San Francisco Administrative Code, approving an**  
4 **historical property contract between Christopher J. Ludwig and Liesl Ludwig, the**  
5 **owners of 361 Oak Street, and the City and County of San Francisco; authorizing the**  
6 **Planning Director and the Assessor-Recorder to execute the historical property**  
7 **contract.**

8  
9 WHEREAS, The California Mills Act (Government Code Section 50280 et seq.)  
10 authorizes local governments to enter into a contract with the owners of a qualified historical  
11 property who agree to rehabilitate, restore, preserve, and maintain the property in return for  
12 property tax reductions under the California Revenue and Taxation Code; and

13 WHEREAS, The Planning Department has determined that the actions contemplated in  
14 this Resolution comply with the California Environmental Quality Act (California Public  
15 Resources Code Sections 21000 et seq.). Said determination is on file with the Clerk of the  
16 Board of Supervisors in File No. \_\_\_\_, is incorporated herein by reference, and the Board  
17 herein affirms it; and

18 WHEREAS, San Francisco contains many historic buildings that add to its character  
19 and international reputation and that have not been adequately maintained, may be  
20 structurally deficient, or may need rehabilitation, and the costs of properly rehabilitating,  
21 restoring, and preserving these historic buildings may be prohibitive for property owners; and,

22 WHEREAS, Chapter 71 of the San Francisco Administrative Code was adopted to  
23 implement the provisions of the Mills Act and to preserve these historic buildings; and



1           WHEREAS, 361 Oak Street is individually listed in the California Register of Historic  
2 Resources and thus qualifies as an historical property as defined in Administrative Code  
3 Section 71.2; and

4           WHEREAS, A Mills Act application for an historical property contract has been  
5 submitted by Christopher J. Ludwig and Liesl Ludwig, the owners of 361 Oak Street, detailing  
6 completed rehabilitation work and proposing a maintenance plan for the property; and

7           WHEREAS, As required by Administrative Code Section 71.4(a), the application for the  
8 historical property contract for 361 Oak Street was reviewed by the Assessor's Office and the  
9 Historic Preservation Commission; and

10          WHEREAS, The Assessor-Recorder has reviewed the historical property contract and  
11 has provided the Board of Supervisors with an estimate of the property tax calculations and  
12 the difference in property tax assessments under the different valuation methods permitted by  
13 the Mills Act in its report transmitted to the Board of Supervisors on \_\_\_\_\_, which  
14 report is on file with the Clerk of the Board of Supervisors in File No. \_\_\_\_\_ and is  
15 hereby declared to be a part of this Resolution, as if set forth fully herein; and,

16          WHEREAS, The Historic Preservation Commission recommended approval of the  
17 historical property contract in its Resolution No. \_\_\_\_\_, including approval of the  
18 Rehabilitation Program and Maintenance Plan, attached to said resolution, which is on file  
19 with the Clerk of the Board of Supervisors in File No \_\_\_\_\_ and is hereby declared  
20 to be a part of this resolution as if set forth fully herein; and,

21          WHEREAS, The draft historical property contract between Christopher J. Ludwig and  
22 Liesl Ludwig, the owners of 361 Oak Street, and the City and County of San Francisco is on  
23 file with the Clerk of the Board of Supervisors in File No. \_\_\_\_\_ and is hereby  
24 declared to be a part of this resolution as if set forth fully herein; and,  
25



1 WHEREAS, The Board of Supervisors has conducted a public hearing pursuant to  
2 Administrative Code Section 71.4(d) to review the Historic Preservation Commission's  
3 recommendation and the information provided by the Assessor's Office in order to determine  
4 whether the City should execute the historical property contract for 361 Oak Street; and

5 WHEREAS, The Board of Supervisors has balanced the benefits of the Mills Act to the  
6 owner of 361 Oak Street with the cost to the City of providing the property tax reductions  
7 authorized by the Mills Act, as well as the historical value of 361 Oak Street and the resultant  
8 property tax reductions, and has determined that it is in the public interest to enter into a  
9 historical property contract with the applicants; now, therefore, be it

10 RESOLVED, That the Board of Supervisors hereby approves the historical property  
11 contract between Christopher J. Ludwig and Liesl Ludwig, the owners of 361 Oak Street, and  
12 the City and County of San Francisco; and, be it

13 FURTHER RESOLVED, That the Board of Supervisors hereby authorizes the Planning  
14 Director and the Assessor-Recorder to execute the historical property contract.

# DRAFT MILLS ACT HISTORICAL PROPERTY CONTRACT

Recording Requested by, and  
when recorded, send notice to:  
Shannon M. Ferguson  
1650 Mission Street, Suite 400  
San Francisco, CA 94103

**CALIFORNIA MILLS ACT  
HISTORIC PROPERTY AGREEMENT  
361 OAK STREET  
SAN FRANCISCO, CALIFORNIA**

THIS AGREEMENT is entered into by and between the City and County of San Francisco, a California municipal corporation ("City") and Christopher J. Ludwig and Liesl Ludwig ("Owners").

**RECITALS**

Owners are the owners of the property located at 361 Oak Street, in San Francisco, California (Block 0839, Lot 023). The building located at 361 Oak Street is individually listed in the California Register of Historical Resource and is also known as the "Historic Property". The Historic Property is a Qualified Historic Property, as defined under California Government Code Section 50280.1.

Owners desire to execute a rehabilitation and ongoing maintenance project for the Historic Property. Owners' application calls for the rehabilitation and restoration of the Historic Property according to established preservation standards, which it estimates will cost two hundred five thousand, six hundred forty dollars (\$205,640.00). (See Rehabilitation Plan, Exhibit A.) Owners' application calls for the maintenance of the Historic Property according to established preservation standards, which is estimated will cost approximately three thousand five hundred dollars (\$3,500.00) annually (See Maintenance Plan, Exhibit B).

The State of California has adopted the "Mills Act" (California Government Code Sections 50280-50290, and California Revenue & Taxation Code, Article 1.9 [Section 439 et seq.]) authorizing local governments to enter into agreements with property Owners to reduce their property taxes, or to prevent increases in their property taxes, in return for improvement to and maintenance of historic properties. The City has adopted enabling legislation, San Francisco Administrative Code Chapter 71, authorizing it to participate in the Mills Act program.

Owners desire to enter into a Mills Act Agreement (also referred to as a "Historic Property Agreement") with the City to help mitigate anticipated expenditures to restore and maintain the Historic Property. The City is willing to enter into such Agreement to mitigate these expenditures and to induce Owners to restore and maintain the Historic Property in excellent condition in the future.

NOW, THEREFORE, in consideration of the mutual obligations, covenants, and conditions contained herein, the parties hereto do agree as follows:

1. Application of Mills Act. The benefits, privileges, restrictions and obligations provided for in the Mills Act shall be applied to the Historic Property during the time that this Agreement is in effect commencing from the date of recordation of this Agreement.

2. Rehabilitation of the Historic Property. Owners shall undertake and complete the work set forth in Exhibit A ("Rehabilitation Plan") attached hereto according to certain standards and requirements. Such standards and requirements shall include, but not be limited to: the Secretary of the Interior's Standards for the Treatment of Historic Properties ("Secretary's Standards"); the rules and regulations of the Office of Historic Preservation of the California Department of Parks and Recreation ("OHP Rules and Regulations"); the State Historical Building Code as determined applicable by the City; all applicable building safety standards; and the requirements of the Historic Preservation Commission, the Planning Commission, and the Board of Supervisors, including but not limited to any Certificates of Appropriateness or Permits to Alter, as appropriate approved under Planning Code Article[s] 10 or 11, as appropriate. The Owners shall proceed diligently in applying for any necessary permits for the work and shall apply for such permits within no more than six (6) months after recordation of this Agreement, shall commence the work within six (6) months of receipt of necessary permits, and shall complete the work within three (3) years from the date of receipt of permits. Upon written request by the Owners, the Zoning Administrator, at his or her discretion, may grant an extension of the time periods set forth in this paragraph. Owners may apply for an extension by a letter to the Zoning Administrator, and the Zoning Administrator may grant the extension by letter without a hearing. Work shall be deemed complete when the Director of Planning determines that the Historic Property has been rehabilitated in accordance with the standards set forth in this Paragraph. Failure to timely complete the work shall result in cancellation of this Agreement as set forth in Paragraphs 12 and 13 herein.

3. Maintenance. Owners shall maintain the Historic Property during the time this Agreement is in effect in accordance with the standards for maintenance set forth in Exhibit B ("Maintenance Plan"), the Secretary's Standards; the OHP Rules and Regulations; the State Historical Building Code as determined applicable by the City; all applicable building safety standards; and the requirements of the Historic Preservation Commission, the Planning Commission, and the Board of Supervisors, including but not limited to any Certificates of Appropriateness or Permits to Alter, as appropriate approved under Planning Code Article 10 or 11, as appropriate.

4. Damage. Should the Historic Property incur damage from any cause whatsoever, which damages fifty percent (50%) or less of the Historic Property, Owners shall replace and repair the damaged area(s) of the Historic Property. For repairs that do not require a permit, Owners shall commence the repair work within thirty (30) days of incurring the damage and shall diligently prosecute the repair to completion within a reasonable period of time, as determined by the City. Where specialized services are required due to the nature of the work and the historic character of the features damaged, "commence the repair work" within the meaning of this paragraph may include contracting for repair services. For repairs that require a permit(s), Owners shall proceed diligently in applying for any necessary permits for the work and shall apply for such permits within no more than sixty (60) days after the damage has been incurred, commence the repair work within one hundred twenty (120) days of receipt of the required permit(s), and shall diligently prosecute the repair to completion within a reasonable period of time, as determined by the City. Upon written request by the Owners, the Zoning Administrator, at his or her discretion, may grant an extension of the time periods set forth in this paragraph. Owners may apply for an extension by a letter to the Zoning Administrator, and the Zoning Administrator may grant the extension by letter without a hearing. All repair work shall comply with the design and standards established for the Historic Property in Exhibits A and B attached hereto and Paragraph 3 herein. In the case of damage to twenty percent (20%) or more of the Historic Property due to a catastrophic event, such as an earthquake, or in the case of damage from any cause whatsoever that destroys more than fifty percent (50%) of the Historic Property, the City and Owners may mutually agree to terminate this Agreement. Upon such termination, Owners shall not be obligated to pay the cancellation fee set forth in Paragraph 13 of this Agreement. Upon such termination, the City shall assess the full value of the Historic Property without

regard to any restriction imposed upon the Historic Property by this Agreement and Owners shall pay property taxes to the City based upon the valuation of the Historic Property as of the date of termination.

5. Insurance. Owners shall secure adequate property insurance to meet Owners' repair and replacement obligations under this Agreement and shall submit evidence of such insurance to the City upon request.

6. Inspections and Compliance Monitoring. Prior to entering into this Agreement and every five years thereafter, and upon seventy-two (72) hours advance notice, Owners shall permit any representative of the City, the Office of Historic Preservation of the California Department of Parks and Recreation, or the State Board of Equalization, to inspect of the interior and exterior of the Historic Property, to determine Owners' compliance with this Agreement. Throughout the duration of this Agreement, Owners shall provide all reasonable information and documentation about the Historic Property demonstrating compliance with this Agreement, as requested by any of the above-referenced representatives.

7. Term. This Agreement shall be effective upon the date of its recordation and shall be in effect for a term of ten years from such date ("Term"). As provided in Government Code section 50282, one year shall be added automatically to the Term, on each anniversary date of this Agreement, unless notice of nonrenewal is given as set forth in Paragraph 9 herein.

8. Valuation. Pursuant to Section 439.4 of the California Revenue and Taxation Code, as amended from time to time, this Agreement must have been signed, accepted and recorded on or before the lien date (January 1) for a fiscal year (the following July 1-June 30) for the Historic Property to be valued under the taxation provisions of the Mills Act for that fiscal year.

9. Notice of Nonrenewal. If in any year of this Agreement either the Owners or the City desire not to renew this Agreement, that party shall serve written notice on the other party in advance of the annual renewal date. Unless the Owners serves written notice to the City at least ninety (90) days prior to the date of renewal or the City serves written notice to the Owners sixty (60) days prior to the date of renewal, one year shall be automatically added to the Term of the Agreement. The Board of Supervisors shall make the City's determination that this Agreement shall not be renewed and shall send a notice of nonrenewal to the Owners. Upon receipt by the Owners of a notice of nonrenewal from the City, Owners may make a written protest. At any time prior to the renewal date, City may withdraw its notice of nonrenewal. If either party serves notice of nonrenewal of this Agreement, this Agreement shall remain in effect for the balance of the period remaining since the original execution or the last renewal of the Agreement, as the case may be. Thereafter, the Owners shall pay property taxes to the City without regard to any restriction imposed on the Historic Property by this Agreement, and based upon the Assessor's determination of the fair market value of the Historic Property as of expiration of this Agreement.

10. Payment of Fees. As provided for in Government Code Section 50281.1 and San Francisco Administrative Code Section 71.6, upon filing an application to enter into a Mills Act Agreement with the City, Owners shall pay the City the reasonable costs related to the preparation and approval of the Agreement. In addition, Owners shall pay the City for the actual costs of inspecting the Historic Property, as set forth in Paragraph 6 herein.

11. Default. An event of default under this Agreement may be any one of the following:

(a) Owners' failure to timely complete the rehabilitation work set forth in Exhibit A, in accordance with the standards set forth in Paragraph 2 herein;

- (b) Owners' failure to maintain the Historic Property as set forth in Exhibit B, in accordance with the requirements of Paragraph 3 herein;
- (c) Owners' failure to repair any damage to the Historic Property in a timely manner, as provided in Paragraph 4 herein;
- (d) Owners' failure to allow any inspections or requests for information, as provided in Paragraph 6 herein;
- (e) Owners' failure to pay any fees requested by the City as provided in Paragraph 10 herein;
- (f) Owners' failure to maintain adequate insurance for the replacement cost of the Historic Property, as required by Paragraph 5 herein; or
- (g) Owners' failure to comply with any other provision of this Agreement.

An event of default shall result in Cancellation of this Agreement as set forth in Paragraphs 12 and 13 herein, and payment of the Cancellation Fee and all property taxes due upon the Assessor's determination of the full value of the Historic Property as set forth in Paragraph 13 herein. In order to determine whether an event of default has occurred, the Board of Supervisors shall conduct a public hearing as set forth in Paragraph 12 herein prior to cancellation of this Agreement.

12. Cancellation. As provided for in Government Code Section 50284, City may initiate proceedings to cancel this Agreement if it makes a reasonable determination that Owners have breached any condition or covenant contained in this Agreement, has defaulted as provided in Paragraph 11 herein, or has allowed the Historic Property to deteriorate such that the safety and integrity of the Historic Property is threatened or it would no longer meet the standards for a Qualified Historic Property. In order to cancel this Agreement, City shall provide notice to the Owners and to the public and conduct a public hearing before the Board of Supervisors as provided for in Government Code Section 50285. The Board of Supervisors shall determine whether this Agreement should be cancelled.

13. Cancellation Fee. If the City cancels this Agreement as set forth in Paragraph 12 above, and as required by Government Code Section 50286, Owners shall pay a Cancellation Fee of twelve and one-half percent (12.5%) of the fair market value of the Historic Property at the time of cancellation. The City Assessor shall determine fair market value of the Historic Property without regard to any restriction imposed on the Historic Property by this Agreement. The Cancellation Fee shall be paid to the City Tax Collector at such time and in such manner as the City shall prescribe. As of the date of cancellation, the Owners shall pay property taxes to the City without regard to any restriction imposed on the Historic Property by this Agreement and based upon the Assessor's determination of the fair market value of the Historic Property as of the date of cancellation.

14. Enforcement of Agreement. In lieu of the above provision to cancel the Agreement, the City may bring an action to specifically enforce or to enjoin any breach of any condition or covenant of this Agreement. Should the City determine that the Owners has breached this Agreement, the City shall give the Owners written notice by registered or certified mail setting forth the grounds for the breach. If the Owners do not correct the breach, or do not undertake and diligently pursue corrective action to the reasonable satisfaction of the City within thirty (30) days from the date of receipt of the notice, then the City may, without further notice, initiate default procedures under this Agreement as set forth in Paragraph 12 and bring any action necessary to enforce the obligations of the Owners set forth in this Agreement. The City does not waive any claim of default by the Owners if it does not enforce or cancel this Agreement.

15. Indemnification. The Owners shall indemnify, defend, and hold harmless the City and all of its boards, commissions, departments, agencies, agents and employees (individually and collectively, the "City") from and against any and all liabilities, losses, costs, claims, judgments,

settlements, damages, liens, fines, penalties and expenses incurred in connection with or arising in whole or in part from: (a) any accident, injury to or death of a person, loss of or damage to property occurring in or about the Historic Property; (b) the use or occupancy of the Historic Property by the Owners, their Agents or Invitees; (c) the condition of the Historic Property; (d) any construction or other work undertaken by Owners on the Historic Property; or (e) any claims by unit or interval Owners for property tax reductions in excess those provided for under this Agreement. This indemnification shall include, without limitation, reasonable fees for attorneys, consultants, and experts and related costs that may be incurred by the City and all indemnified parties specified in this Paragraph and the City's cost of investigating any claim. In addition to Owners' obligation to indemnify City, Owners specifically acknowledge and agree that they have an immediate and independent obligation to defend City from any claim that actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false, or fraudulent, which obligation arises at the time such claim is tendered to Owners by City, and continues at all times thereafter. The Owners' obligations under this Paragraph shall survive termination of this Agreement.

16. Eminent Domain. In the event that a public agency acquires the Historic Property in whole or part by eminent domain or other similar action, this Agreement shall be cancelled and no cancellation fee imposed as provided by Government Code Section 50288.

17. Binding on Successors and Assigns. The covenants, benefits, restrictions, and obligations contained in this Agreement shall run with the land and shall be binding upon and inure to the benefit of all successors in interest and assigns of the Owners. Successors in interest and assigns shall have the same rights and obligations under this Agreement as the original Owners who entered into the Agreement.

18. Legal Fees. In the event that either the City or the Owners fail to perform any of their obligations under this Agreement or in the event a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the prevailing party may recover all costs and expenses incurred in enforcing or establishing its rights hereunder, including reasonable attorneys' fees, in addition to court costs and any other relief ordered by a court of competent jurisdiction. Reasonable attorneys' fees of the City's Office of the City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience who practice in the City of San Francisco in law firms with approximately the same number of attorneys as employed by the Office of the City Attorney.

19. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

20. Recordation. Within 20 days from the date of execution of this Agreement, the parties shall cause this Agreement to be recorded with the Office of the Recorder of the City and County of San Francisco. From and after the time of the recordation, this recorded Agreement shall impart notice to all persons of the parties' rights and obligations under the Agreement, as is afforded by the recording laws of this state.

21. Amendments. This Agreement may be amended in whole or in part only by a written recorded instrument executed by the parties hereto in the same manner as this Agreement.

22. No Implied Waiver. No failure by the City to insist on the strict performance of any obligation of the Owners under this Agreement or to exercise any right, power, or remedy arising out of a breach hereof shall constitute a waiver of such breach or of the City's right to demand strict compliance with any terms of this Agreement.

23. Authority. If the Owners sign as a corporation or a partnership, each of the persons executing this Agreement on behalf of the Owners does hereby covenant and warrant that such entity is a duly authorized and existing entity, that such entity has and is qualified to do business in California, that the Owner has full right and authority to enter into this Agreement, and that each and all of the persons signing on behalf of the Owners are authorized to do so.

24. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

25. Tropical Hardwood Ban. The City urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood or tropical hardwood product.

26. Charter Provisions. This Agreement is governed by and subject to the provisions of the Charter of the City.

27. Signatures. This Agreement may be signed and dated in parts

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as follows:

CITY AND COUNTY OF SAN FRANCISCO:

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
Assessor-Recorder

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
Director of Planning

APPROVED AS TO FORM:  
DENNIS J. HERRERA  
CITY ATTORNEY

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
\_\_\_\_\_, Deputy City Attorney

OWNERS

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
\_\_\_\_\_, Owner

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
\_\_\_\_\_, Owner



OWNER(S)' SIGNATURE(S) MUST BE NOTARIZED.  
ATTACH PUBLIC NOTARY FORMS HERE.

**EXHIBITS A AND B:**  
**DRAFT REHABILITATION AND MAINTENANCE**  
**PLAN**

# Rehabilitation/Restoration Plan for 361 Oak Street

Scope: #1	Building Feature: Foundation		
Rehab/Restoration <input checked="" type="checkbox"/>	Maintenance	Completed	Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2019			
Total Cost: \$5,000			
<p>Description of work:</p> <p>Consult with a structural engineer on possible need for a seismic upgrade. Make necessary repairs to foundation as recommended by structural engineer.</p> <p>The repair will be designed to avoid altering, removing or obscuring the character defining features of the property.</p> <p>Work will be done in accordance with National Park Service's Preservation Brief 41, <i>The Seismic Retrofit of Historic Buildings</i> and Preservation Brief 47, <i>Maintaining the Exterior of Small and Medium Sized Historic Buildings</i>.</p>			

Scope: #2	Building Feature: Windows 1		
Rehab/Restoration <input checked="" type="checkbox"/>	Maintenance	Completed	Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2019			
Total Cost: \$42,816			
<p>Description of work:</p> <p>8 new custom wood windows with insulated glass on lower level. Prep, prime, and paint windows and trim.</p> <p>The repair will be designed to avoid altering, removing or obscuring the character defining features of the property.</p> <p>Work will be done in accordance with National Park Service's Preservation Brief 41, <i>The Seismic Retrofit of Historic Buildings</i> and Preservation Brief 47, <i>Maintaining the Exterior of Small and Medium Sized Historic Buildings</i>.</p>			

Scope: #3	Building Feature: Windows 2		
Rehab/Restoration <input checked="" type="checkbox"/>	Maintenance	Completed	Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2021			
Total Cost: \$37,464			
<p>Description of work:</p> <p>7 new custom wood windows with insulated glass on upper level. Prep, prime, and paint windows and trim.</p> <p>The repair will be designed to avoid altering, removing or obscuring the character defining features of the property.</p> <p>Work will be done in accordance with National Park Service's Preservation Brief 41, <i>The Seismic Retrofit of Historic Buildings</i> and Preservation Brief 47, <i>Maintaining the Exterior of Small and Medium Sized Historic Buildings</i>.</p>			

Scope: #5	Building Feature: Roof		
Rehab/Restoration <input checked="" type="checkbox"/>	Maintenance	Completed	Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2026			
Total Cost: \$45,000			
<p>Description of work:</p> <p>Remove and dispose of existing roof. Provide and install 1/2 plywood over existing sheathing, paper, and 50 yr. shingles</p> <p>The repair will be designed to avoid altering, removing or obscuring the character defining features of the property.</p> <p>Work will be done in accordance with National Park Service's Preservation Brief 41, <i>The Seismic Retrofit of Historic Buildings</i> and Preservation Brief 47, <i>Maintaining the Exterior of Small and Medium Sized Historic Buildings</i>.</p>			

Scope: #4	Building Feature: Painting		
Rehab/Restoration <input checked="" type="checkbox"/>	Maintenance	Completed	Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2027			
Total Cost: \$75,360			
<p>Description of work:</p> <p>Provide and apply materials to power wash, prime, prep, and paint 5 Victorian colors on 4 sides of a 2 story building.</p> <p>The repair will be designed to avoid altering, removing or obscuring the character defining features of the property.</p> <p>Work will be done in accordance with National Park Service's Preservation Brief 41, <i>The Seismic Retrofit of Historic Buildings</i> and Preservation Brief 47, <i>Maintaining the Exterior of Small and Medium Sized Historic Buildings</i>.</p>			

# Maintenance Plan for 361 Oak Street

Scope: # 6		Building Feature: Siding	
Rehab/Restoration	Maintenance <input checked="" type="checkbox"/>	Completed	Proposed <input checked="" type="checkbox"/>
Contract year work completion: Annually			
Total Cost: \$1,500			
<p>Description of work:</p> <p>Inspect and repair damaged siding; clean the house with hose water or, if necessary, pressure hose washer.</p> <p>The repair will be designed to avoid altering, removing or obscuring the character defining features of the property.</p> <p>Work will be done in accordance with National Park Service's Preservation Brief 47, <i>Maintaining the Exterior of Small and Medium Sized Historic Buildings</i>.</p>			

Scope: # 7		Building Feature: Windows	
Rehab/Restoration	Maintenance <input checked="" type="checkbox"/>	Completed	Proposed <input checked="" type="checkbox"/>
Contract year work completion: Annually			
Total Cost: \$1,000			
<p>Description of work:</p> <p>Inspect and wash all windows. Repair and repaint as necessary</p>			

Scope: # 8		Building Feature: Gutters	
Rehab/Restoration	Maintenance <input checked="" type="checkbox"/>	Completed	Proposed <input checked="" type="checkbox"/>
Contract year work completion: Annually			
Total Cost: \$1,000			
<p>Description of work:</p> <p>Inspect, clean and maintain all roof gutters, drains and downspouts.</p>			

Scope: # 9		Building Feature: Cast Iron Fence	
Rehab/Restoration	Maintenance <input checked="" type="checkbox"/>	Completed	Proposed <input checked="" type="checkbox"/>
Contract year work completion: Every five years			
Total Cost: \$500			
Description of work: Inspect, wash, maintain and paint as necessary the front railings			

Scope: # 10		Building Feature: Roof	
Rehab/Restoration	Maintenance <input checked="" type="checkbox"/>	Completed	Proposed <input checked="" type="checkbox"/>
Contract year work completion: Every five years			
Total Cost: \$1,500			
Description of work: Inspect, repair and replace roofing, flashing and drainage as needed.			

**DRAFT MILLS ACT VALUATION PROVIDED BY  
THE ASSESSOR-RECORDER'S OFFICE**



**Office of the Assessor / Recorder - City and County of San Francisco**  
**2016 Mills Act Valuation**



**361 Oak Street**



**OFFICE OF THE ASSESSOR-RECORDER - CITY & COUNTY OF SAN FRANCISCO**  
**MILLS ACT VALUATION**

<b>APN:</b>	0839 023	<b>Lien Date:</b>	7/1/2016
<b>Address:</b>	361 Oak Street	<b>Application Date:</b>	4/29/2016
<b>SF Landmark No.:</b>	N/A	<b>Valuation Date:</b>	7/1/2016
<b>Applicant's Name:</b>	Christopher and Liesl Ludwig	<b>Valuation Term:</b>	12 Months
<b>Agt./Tax Rep./Atty:</b>	None	<b>Last Sale Date:</b>	12/17/2012
<b>Fee Appraisal Provided:</b>	No	<b>Last Sale Price:</b>	\$2,500,000

FACTORED BASE YEAR (Roll) VALUE		INCOME CAPITALIZATION APPROACH		SALES COMPARISON APPROACH	
Land	\$1,560,353	Land	\$702,000	Land	\$1,920,000
Imps.	\$1,040,235	Imps.	\$468,000	Imps.	\$1,280,000
Personal Prop	\$0	Personal Prop	\$0	Personal Prop	\$0
Total	\$2,600,588	Total	\$1,170,000	Total	\$3,200,000

**Property Description**

<b>Property Type:</b>	SFR	<b>Year Built:</b>	1885	<b>Neighborhood:</b>	Hayes Valley
<b>Type of Use:</b>	SFR	<b>(Total) Rentable Area:</b>	3702	<b>Land Area:</b>	5,280
<b>Owner-Occupied:</b>	Yes	<b>Stories:</b>	2	<b>Zoning:</b>	RH-3
<b>Unit Type:</b>	Residential	<b>Parking Spaces:</b>	4 Car-Uncovered		

**Special Conditions (Where Applicable)**

**Conclusions and Recommendations**

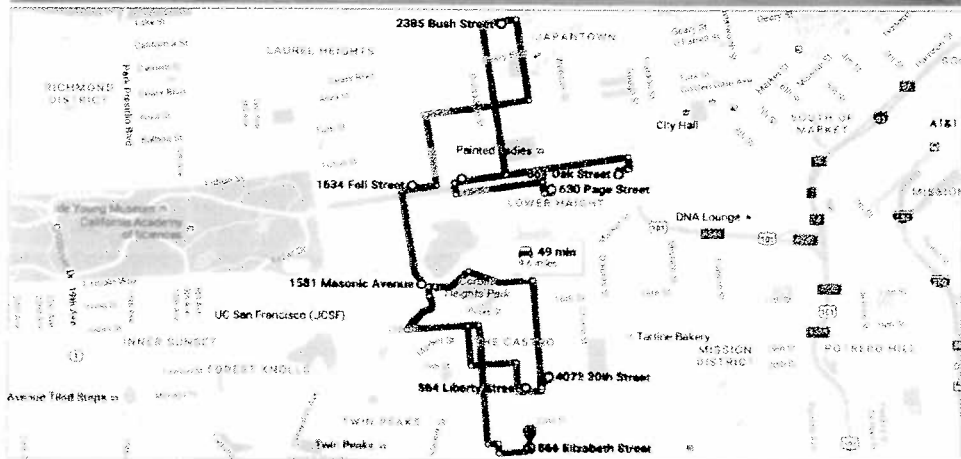
	Per SF	Total
Factored Base Year Roll	\$702	\$ 2,600,588
Income Approach - Direct Capitalization	\$316	\$ 1,170,000
Sales Comparison Approach	\$864	\$ 3,200,000
<b>Recommended Value Estimate</b>	<b>\$ 316</b>	<b>\$ 1,170,000</b>

<b>Appraiser:</b>	Bryan Bibby	<b>Principal Appraiser:</b>	Greg Wong	<b>Date of Report:</b>	8/9/2016
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**SUBJECT PHOTOGRAPHS AND LOCATOR MAP**

**Address:** 361 Oak Street

**APN:** 0839 023



## INCOME APPROACH

**Address:** 361 Oak Street

**Lien Date:** 7/1/2016

	<u>Monthly Rent</u>		<u>Annualized</u>	
Potential Gross Income*	\$11,900	x	12	\$142,800
Less: Vacancy & Collection Loss			3%	<u>(\$4,284)</u>
Effective Gross Income				\$138,516
Less: Anticipated Operating Expenses (Pre-Property Tax)**			15%	<u>(\$20,777)</u>
<b>Net Operating Income (Pre-Property Tax)</b>				<b>\$117,739</b>

### Restricted Capitalization Rate

2016 interest rate per State Board of Equalization			4.2500%	
Risk rate (4% owner occupied / 2% all other property types)			4.0000%	
2015 property tax rate ***			1.1826%	
Amortization rate for improvements only				
Remaining economic life (Years)	60	0.0167	<u>0.6667%</u>	
Improvements constitute % of total property value		40%		<b>10.0993%</b>

**RESTRICTED VALUE ESTIMATE** **\$1,165,813**

**ROUNDED TO** **\$1,170,000**

### Notes:

- \* Potential Gross Income was based on rental comps selected on the next page. Rental Comp #3 (at \$3.28/sf per month) was weighted slightly more than the other comps due to its similar total room & bedroom counts to the subject, similar property type & its overall similar appeal to potential renters. The subject's rent amount was concluded to be \$11,900/month or \$3.21/sf. This monthly rent amount equated to the same monthly rent amount as Rental Comps #2 and 5.
- \*\* Annual operating expenses include water service, refuse collection, insurance, and regular maintenance items. Assumes payment of PG&E by lessee.
- \*\*\* The 2016 property tax rate will be determined in September, 2016.

## Rent Comparables

Address: 361 Oak Street  
Lien Date: 7/1/2016

Rental Comp #1



Listing Agent:  
Address: 1634 Fell Street  
Cross Streets: Masonic Avenue  
SF: 3,387  
Layout: SFR w/in-Law Unit:10/6/3.5, no car parking  
Monthly Rent: \$10,425  
Rent/Foot/Mo: \$3.08  
Annual Rent/Foot: \$36.94

Rental Comp #2



Sotheby's International Realty-San Francisco  
4072 20th Street  
Noe Street  
2,919  
SFR:9/4/3, 1 car parking  
\$11,900  
\$4.08  
\$48.92

Rental Comp #3



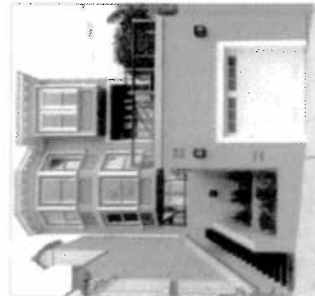
Tower Rents  
564 Liberty Street  
Castro Street  
3,200  
SFR: 9/4/3, 1 car parking  
\$10,500  
\$3.28  
\$39.38

Rental Comp #4







Zillow Rental Network  
1581 Masonic Avenue  
Upper Terrace  
3,051  
SFR: 8/4/3 5 2 car parking  
\$12,500  
\$4.10  
\$49.16

Rental Comp #5



Listing Agent:  
Address: 566 Elizabeth Street  
Cross Streets: Castro Street  
SF: 3,377  
Layout: SFR w/in-Law Unit:12/5/4, 1 car parking  
Monthly Rent: \$11,900  
Rent/Foot/Mo: \$3.52  
Annual Rent/Foot: \$42.29

**SINGLE FAMILY MARKET ANALYSIS**

	Subject-A	Sale 1-B	Sale 2-C	Sale 3-D			
APN	0839 023	1205 016	0843 013	0679 020A			
							
Address	361 Oak Street	1350 Fell Street	630 Page Street	2385 Bush Street			
Sales Price		\$3,325,000	\$2,995,000	\$2,830,000			
Sale Price / Square Foot		\$905	\$998	\$967			
	Description	Description	Adjust.	Description	Adjust.		
Date of Valuation/Sale	07/01/16	06/03/16		5/13/2016	03/03/16		
Neighborhood	Hayes Valley	North Panhandle		Hayes Valley	Lower Pacific Heights		
Proximity to Subject	--	Within Reasonable Proximity		Within Reasonable Proximity	Within Reasonable Proximity		
Land Area	5,280	3,436	74,000	4,120	46,000	1,520	150,000
View Type	Neighborhood	Neighborhood		Neighborhood		Neighborhood	
Year Built	1885	1900		1900		1900	
Condition Type	Good/Updates	Good/Updates		Good/Updates		Good/Updates	
Traffic	Busy Street	Busy Street		Non-Busy Street	(\$300,000)	Arterial Street	(\$85,000)
Building Area	3,702	3,675	9,000	3,000	246,000	2,928	271,000
Total Number of Rooms	9	10		7		8	
Bedroom Count	4	3		5		4	
Bath Count	2.5	2.5		2.0	\$20,000	3.5	(\$40,000)
Number of Stiores	2	2		2		2	
Parking Type/Count	4 Car-Uncovered	2 Car Garage		2 Car-Uncovered	\$50,000	1 Car Garage	\$50,000
Bonus Living Area	None	2 Bonus Rms & 1 Bath	(\$120,000)	Incl. in GLA Above		Incl. in GLA Above	
Other Amenities	None	None		None		None	
Net Adjustments			(\$37,000)		\$62,000		\$346,000
Indicated Value	\$3,200,000		\$3,288,000		\$3,057,000		\$3,176,000
Adjust. \$ Per Sq. Ft.	\$864		\$888		\$826		\$858

	Low	High
Value Range:	\$3,057,000	\$3,288,000
Adjust. \$ Per Sq. Ft.	\$826	\$888

**VALUE CONCLUSION:**

**\$3,200,000      \$864**

**REMARKS:**

The subject's property features were based on assessor records, listing data & recent building plans/permits from DBI. Subject's uncovered parking spaces were considered half of one garage parking space for the comps.

Adjustments are made to the comparables. (Rounded to the nearest \$1,000.)

*Lot Area adj. based on per square foot of	\$ 40	over a % variance o	0%
*GLA adjustment based on per square foot of	\$ 350	over a % variance o	0%
*Bathroom variance adjustment based on	\$ 40,000	per bath variance.	
*Garage parking space adjustment based on	\$ 50,000	per space variance.	

Other types of adjustments as noted below:

Traffic adj. at 10% of the sales price for Comp #2 superior street location attributes. Comp #3 was located on a less busy arterial street and was adj. at 3% of the sales price.

Comp #1 features a bonus living area on the ground floor comprising of two bonus rooms with a bath. Adj. at \$120,000 for this additional living area. Half bath adj. at \$20,000 each.

Although all of the comps were considered in the value conclusion, Comp #1 was weighted slightly more than the others due to its similar GLA range to the subject, recent sale date to the event date analyzed, modest net adjustments & similar traffic attributes. Comp #2 was located in the same neighborhood as the subject. Comp #3 features the same number of bedrooms as the subject.

**MARKET VALUE**

LAND	\$1,920,000
IMPROVEMENTS	\$1,280,000
TOTAL	\$3,200,000
Market Value / Foot	\$864

**ASSESSED VALUE**

LAND	\$1,560,353
IMPROVEMENTS	\$1,040,235
TOTAL	\$2,600,588
Assessed Value / Foot	\$702

# MILLS ACT APPLICATION

# APPLICATION FOR Mills Act Historical Property Contract

Applications must be submitted in both hard copy and digital copy form to the Planning Department at 1650 Mission St., Suite 400 by May 1st in order to comply with the timelines established in the Application Guide. Please submit only the Application and required documents.

## 1. Owner/Applicant Information (If more than three owners, attach additional sheets as necessary.)

PROPERTY OWNER 1 NAME:	TELEPHONE:
Christopher J. Ludwig	( ) 415 717-1494
PROPERTY OWNER 1 ADDRESS:	EMAIL:
361 Oak Street	cjludwig@gmail.com
PROPERTY OWNER 2 NAME:	TELEPHONE:
Liesl Ludwig	(415) 806-6844
PROPERTY OWNER 2 ADDRESS:	EMAIL:
361 Oak Street	lieslanne@hotmail.com
PROPERTY OWNER 3 NAME:	TELEPHONE:
N/A	( )
PROPERTY OWNER 3 ADDRESS:	EMAIL:

## 2. Subject Property Information

PROPERTY ADDRESS:	ZIP CODE:
361 Oak Street	94102
PROPERTY PURCHASE DATE:	ASSESSOR BLOCK/LOT(S):
December 17, 2012	0839 023
MOST RECENT ASSESSED VALUE:	ZONING DISTRICT:
\$2,561,526.00	


Are taxes on all property owned within the City and County of San Francisco paid to date? YES ☒ NO ☐


Is the entire property owner-occupied? YES ☒ NO ☐  
If No, please provide an approximate square footage for owner-occupied areas vs. rental income (non-owner-occupied areas) on a separate sheet of paper.

Do you own other property in the City and County of San Francisco? YES ☐ NO ☒  
If Yes, please list the addresses for all other property owned within the City of San Francisco on a separate sheet of paper.

Are there any outstanding enforcement cases on the property from the San Francisco Planning Department or the Department of Building Inspection? YES ☐ NO ☒  
If Yes, all outstanding enforcement cases must be abated and closed for eligibility for the Mills Act.

I/we am/are the present owner(s) of the property described above and hereby apply for an historical property contract. By signing below, I affirm that all information provided in this application is true and correct. I further swear and affirm that false information will be subject to penalty and revocation of the Mills Act Contract.

Owner Signature:  Date: April 29, 2016

Owner Signature:  Date: April 29, 2016

Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_



### 3. Property Value Eligibility:

Choose one of the following options:

The property is a Residential Building valued at less than \$3,000,000.

YES ☒ NO ☐

The property is a Commercial/Industrial Building valued at less than \$5,000,000.

YES ☐ NO ☒

\*If the property value exceeds these options, please complete the following: Application of Exemption.

### Application for Exemption from Property Tax Valuation

If answered "no" to either question above please explain on a separate sheet of paper, how the property meets the following two criteria and why it should be exempt from the property tax valuations.

1. The site, building, or object, or structure is a particularly significant resource and represents an exceptional example of an architectural style, the work of a master, or is associated with the lives of significant persons or events important to local or natural history; or
2. Granting the exemption will assist in the preservation of a site, building, or object, or structure that would otherwise be in danger of demolition, substantial alteration, or disrepair. (A Historic Structures Report, completed by a qualified historic preservation consultant, must be submitted in order to meet this requirement.)

### 4. Property Tax Bill

All property owners are required to attach a copy of their recent property tax bill.

PROPERTY OWNER NAMES:

Christopher J Ludwig

Liesl Ludwig

MOST RECENT ASSESSED PROPERTY VALUE:

\$2,561,526

PROPERTY ADDRESS:

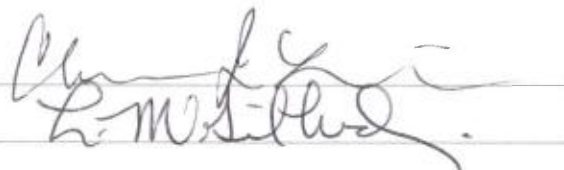
261 Oak Street

### 5. Other Information

All property owners are required to attach a copy of all other information as outlined in the checklist on page 7 of this application.

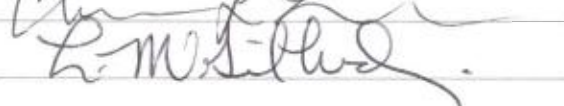
By signing below, I/we acknowledge that I/we am/are the owner(s) of the structure referenced above and by applying for exemption from the limitations certify, under the penalty of perjury, that the information attached and provided is accurate.

Owner Signature:



Date: April 29, 2016

Owner Signature:



Date: April 29, 2016

Owner Signature:

Date:



## 5. Rehabilitation/Restoration & Maintenance Plan

A 10 Year Rehabilitation/Restoration Plan has been submitted detailing work to be performed on the subject property

YES ☐ NO ☒

A 10 Year Maintenance Plan has been submitted detailing work to be performed on the subject property

YES ☒ NO ☐

Proposed work will meet the *Secretary of the Interior's Standards for the Treatment of Historic Properties* and/or the California Historic Building Code.

YES ☒ NO ☐

Property owner will ensure that a portion of the Mills Act tax savings will be used to finance the preservation, rehabilitation, and maintenance of the property

YES ☒ NO ☐

Use this form to outline your rehabilitation/restoration plan. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed rehabilitation work (if applicable) and continue with work you propose to complete within the next ten years, followed by your proposed maintenance work. Arranging all scopes of work in order of priority.

Please note that *all applicable Codes and Guidelines apply to all work*, including the Planning Code and Building Code. If components of the proposed Plan require approvals by the Historic Preservation Commission, Planning Commission, Zoning Administrator, or any other government body, these **approvals must be secured prior to applying for a Mills Act Historical Property Contract**. This plan will be included along with any other supporting documents as part of the Mills Act Historical Property contract.

# \_\_\_\_\_ (Provide a scope number)

BUILDING FEATURE:

Rehab/Restoration ☐

Maintenance ☐

Completed ☐

Proposed ☐

CONTRACT YEAR FOR WORK COMPLETION:

TOTAL COST (rounded to nearest dollar):

DESCRIPTION OF WORK:

## 6. Draft Mills Act Historical Property Agreement

Please complete the following Draft Mills Act Historical Property Agreement and submit with your application. A final Mills Act Historical Property Agreement will be issued by the City Attorney once the Board of Supervisors approves the contract. The contract is not in effect until it is fully executed and recorded with the Office of the Assessor-Recorder.

Any modifications made to this standard City contract by the applicant or if an independently-prepared contract is used, it shall be subject to approval by the City Attorney prior to consideration by the Historic Preservation Commission and the Board of Supervisors. This will result in additional application processing time and the timeline provided in the application will be nullified.

Recording Requested by,  
and when recorded, send notice to:  
Director of Planning  
1650 Mission Street  
San Francisco, California 94103-2414

## California Mills Act Historical Property Agreement

PROPERTY NAME (IF ANY)

361 Oak Street

PROPERTY ADDRESS

San Francisco, California

THIS AGREEMENT is entered into by and between the City and County of San Francisco, a California municipal corporation ("City") and Christopher and Liesl Ludwig ("Owner/s").

### RECITALS

Owners are the owners of the property located at 361 Oak Street, in San Francisco, California  
0839 / 023. The building located at 361 Oak Street

BLOCK NUMBER

LOT NUMBER

PROPERTY ADDRESS

is designated as listed in the California Register of Historical Resources (e.g. "a City Landmark pursuant to Article 10 of the Planning Code") and is also known as the \_\_\_\_\_

HISTORIC NAME OF PROPERTY (IF ANY)

Owners desire to execute a rehabilitation and ongoing maintenance project for the Historic Property. Owners' application calls for the rehabilitation and restoration of the Historic Property according to established preservation standards, which it estimates will cost approximately Two Hundred Five Thousand Six Hundred Forty (\$ 205,640). See Rehabilitation Plan, Exhibit A.

AMOUNT IN WORD FORMAT

AMOUNT IN NUMERICAL FORMAT

Owners' application calls for the maintenance of the Historic Property according to established preservation standards, which is estimated will cost approximately Thirty Nine Hundred (\$ 3,900) annually. See Maintenance Plan, Exhibit B.

AMOUNT IN WORD FORMAT

AMOUNT IN NUMERICAL FORMAT

The State of California has adopted the "Mills Act" (California Government Code Sections 50280-50290, and California Revenue & Taxation Code, Article 1.9 [Section 439 et seq.] authorizing local governments to enter into agreements with property owners to potentially reduce their property taxes in return for improvement to and maintenance of historic properties. The City has adopted enabling legislation, San Francisco Administrative Code Chapter 71, authorizing it to participate in the Mills Act program.

Owners desire to enter into a Mills Act Agreement (also referred to as a "Historic Property Agreement") with the City to help mitigate its anticipated expenditures to restore and maintain the Historic Property. The City is willing to enter into such Agreement to mitigate these expenditures and to induce Owners to restore and maintain the Historic Property in excellent condition in the future.

NOW, THEREFORE, in consideration of the mutual obligations, covenants, and conditions contained herein, the parties hereto do agree as follows:

## 1. Application of Mills Act.

The benefits, privileges, restrictions and obligations provided for in the Mills Act shall be applied to the Historic Property during the time that this Agreement is in effect commencing from the date of recordation of this Agreement.

## 2. Rehabilitation of the Historic Property.

Owners shall undertake and complete the work set forth in Exhibit A ("Rehabilitation Plan") attached hereto according to certain standards and requirements. Such standards and requirements shall include, but not be limited to: the Secretary of the Interior's Standards for the Treatment of Historic Properties ("Secretary's Standards"); the rules and regulations of the Office of Historic Preservation of the California Department of Parks and Recreation ("OHP Rules and Regulations"); the State Historical Building Code as determined applicable by the City; all applicable building safety standards; and the requirements of the Historic Preservation Commission, the Planning Commission, and the Board of Supervisors, including but not limited to any Certificates of Appropriateness approved under Planning Code Article 10. The Owners shall proceed diligently in applying for any necessary permits for the work and shall apply for such permits not less than six (6) months after recordation of this Agreement, shall commence the work within six (6) months of receipt of necessary permits, and shall complete the work within three (3) years from the date of receipt of permits. Upon written request by the Owners, the Zoning Administrator, at his or her discretion, may grant an extension of the time periods set forth in this paragraph. Owners may apply for an extension by a letter to the Zoning Administrator, and the Zoning Administrator may grant the extension by letter without a hearing. Work shall be deemed complete when the Director of Planning determines that the Historic Property has been rehabilitated in accordance with the standards set forth in this Paragraph. Failure to timely complete the work shall result in cancellation of this Agreement as set forth in Paragraphs 13 and 14 herein.

## 3. Maintenance.

Owners shall maintain the Historic Property during the time this Agreement is in effect in accordance with the standards for maintenance set forth in Exhibit B ("Maintenance Plan"), the Secretary's Standards; the OHP Rules and Regulations; the State Historical Building Code as determined applicable by the City; all applicable building safety standards; and the requirements of the Historic Preservation Commission, the Planning Commission, and the Board of Supervisors, including but not limited to any Certificates of Appropriateness approved under Planning Code Article 10.

## 4. Damage.

Should the Historic Property incur damage from any cause whatsoever, which damages fifty percent (50%) or less of the Historic Property, Owners shall replace and repair the damaged area(s) of the Historic Property. For repairs that do not require a permit, Owners shall commence the repair work within thirty (30) days of incurring the damage and shall diligently prosecute the repair to completion within a reasonable period of time, as determined by the City. Where specialized services are required due to the nature of the work and the historic character of the features damaged, "commence the repair work" within the meaning of this paragraph may include contracting for repair services. For repairs that require a permit(s), Owners shall proceed diligently in applying for any necessary permits for the work and shall apply for such permits not less than sixty (60) days after the damage has been incurred, commence the repair work within one hundred twenty (120) days of receipt of the required permit(s), and shall diligently prosecute the repair to completion within a reasonable period of time, as determined by the City. Upon written request by the Owners, the Zoning Administrator, at his or her discretion, may grant an extension of the time periods set forth in this paragraph. Owners may apply for an extension by a letter to the Zoning Administrator, and the Zoning Administrator may grant the extension by letter without a hearing. All repair work shall comply with the design and standards established for the Historic Property in Exhibits A and B attached hereto and Paragraph 3 herein. In the case of damage to twenty percent (20%) or more of the Historic Property due to a catastrophic event, such as an earthquake, or in the case of damage from any cause whatsoever that destroys more than fifty percent (50%) of the Historic Property, the City and Owners may mutually agree to terminate this Agreement. Upon such termination, Owners shall not be obligated to pay the cancellation fee set forth in Paragraph 14 of this Agreement. Upon such termination, the City shall assess the full value of the Historic Property without regard to any restriction imposed upon the Historic Property by this Agreement and Owners shall pay property taxes to the City based upon the valuation of the Historic Property as of the date of termination.

## 5. Insurance.

Owners shall secure adequate property insurance to meet Owners' repair and replacement obligations under this Agreement and shall submit evidence of such insurance to the City upon request.



## 6. Inspections.

Owners shall permit periodic examination of the exterior and interior of the Historic Property by representatives of the Historic Preservation Commission, the City's Assessor, the Department of Building Inspection, the Planning Department, the Office of Historic Preservation of the California Department of Parks and Recreation, and the State Board of Equalization, upon seventy-two (72) hours advance notice, to monitor Owners' compliance with the terms of this Agreement. Owners shall provide all reasonable information and documentation about the Historic Property demonstrating compliance with this Agreement as requested by any of the above-referenced representatives.

## 7. Term.

This Agreement shall be effective upon the date of its recordation and shall be in effect for a term of ten years from such date ("Initial Term"). As provided in Government Code section 50282, one year shall be added automatically to the Initial Term, on each anniversary date of this Agreement, unless notice of nonrenewal is given as set forth in Paragraph 10 herein.

## 8. Valuation.

Pursuant to Section 439.4 of the California Revenue and Taxation Code, as amended from time to time, this Agreement must have been signed, accepted and recorded on or before the lien date (January 1) for a fiscal year (the following July 1-June 30) for the Historic Property to be valued under the taxation provisions of the Mills Act for that fiscal year.

## 9. Termination.

In the event Owners terminates this Agreement during the Initial Term, Owners shall pay the Cancellation Fee as set forth in Paragraph 15 herein. In addition, the City Assessor-Recorder shall determine the fair market value of the Historic Property without regard to any restriction imposed on the Historic Property by this Agreement and shall reassess the property taxes payable for the fair market value of the Historic Property as of the date of Termination without regard to any restrictions imposed on the Historic Property by this Agreement. Such reassessment of the property taxes for the Historic Property shall be effective and payable six (6) months from the date of Termination.

## 10. Notice of Nonrenewal.

If in any year after the Initial Term of this Agreement has expired either the Owners or the City desires not to renew this Agreement that party shall serve written notice on the other party in advance of the annual renewal date. Unless the Owners serves written notice to the City at least ninety (90) days prior to the date of renewal or the City serves written notice to the Owners sixty (60) days prior to the date of renewal, one year shall be automatically added to the term of the Agreement. The Board of Supervisors shall make the City's determination that this Agreement shall not be renewed and shall send a notice of nonrenewal to the Owners. Upon receipt by the Owners of a notice of nonrenewal from the City, Owners may make a written protest. At any time prior to the renewal date, City may withdraw its notice of nonrenewal. If in any year after the expiration of the Initial Term of the Agreement, either party serves notice of nonrenewal of this Agreement, this Agreement shall remain in effect for the balance of the period remaining since the execution of the last renewal of the Agreement.

## 11. Payment of Fees.

Within one month of the execution of this Agreement, City shall tender to Owners a written accounting of its reasonable costs related to the preparation and approval of the Agreement as provided for in Government Code Section 50281.1 and San Francisco Administrative Code Section 71.6. Owners shall promptly pay the requested amount within forty-five (45) days of receipt.

## 12. Default.

An event of default under this Agreement may be any one of the following:

- (a) Owners' failure to timely complete the rehabilitation work set forth in Exhibit A in accordance with the standards set forth in Paragraph 2 herein;
- (b) Owners' failure to maintain the Historic Property in accordance with the requirements of Paragraph 3 herein;
- (c) Owners' failure to repair any damage to the Historic Property in a timely manner as provided in Paragraph 4 herein;
- (d) Owners' failure to allow any inspections as provided in Paragraph 6 herein;
- (e) Owners' termination of this Agreement during the Initial Term;
- (f) Owners' failure to pay any fees requested by the City as provided in Paragraph 11 herein;
- (g) Owners' failure to maintain adequate insurance for the replacement cost of the Historic Property; or
- (h) Owners' failure to comply with any other provision of this Agreement.

An event of default shall result in cancellation of this Agreement as set forth in Paragraphs 13 and 14 herein and payment of the cancellation fee and all property taxes due upon the Assessor's determination of the full value of the Historic Property as set forth in Paragraph 14 herein. In order to determine whether an event of default has occurred, the Board of Supervisors shall conduct a public hearing as set forth in Paragraph 13 herein prior to cancellation of this Agreement.

### 13. Cancellation.

As provided for in Government Code Section 50284, City may initiate proceedings to cancel this Agreement if it makes a reasonable determination that Owners have breached any condition or covenant contained in this Agreement, has defaulted as provided in Paragraph 12 herein, or has allowed the Historic Property to deteriorate such that the safety and integrity of the Historic Property is threatened or it would no longer meet the standards for a Qualified Historic Property. In order to cancel this Agreement, City shall provide notice to the Owners and to the public and conduct a public hearing before the Board of Supervisors as provided for in Government Code Section 50285. The Board of Supervisors shall determine whether this Agreement should be cancelled. The cancellation must be provided to the Office of the Assessor-Recorder for recordation.

### 14. Cancellation Fee.

If the City cancels this Agreement as set forth in Paragraph 13 above, Owners shall pay a cancellation fee of twelve and one-half percent (12.5%) of the fair market value of the Historic Property at the time of cancellation. The City Assessor shall determine fair market value of the Historic Property without regard to any restriction imposed on the Historic Property by this Agreement. The cancellation fee shall be paid to the City Tax Collector at such time and in such manner as the City shall prescribe. As of the date of cancellation, the Owners shall pay property taxes to the City without regard to any restriction imposed on the Historic Property by this Agreement and based upon the Assessor's determination of the fair market value of the Historic Property as of the date of cancellation.

### 15. Enforcement of Agreement.

In lieu of the above provision to cancel the Agreement, the City may bring an action to specifically enforce or to enjoin any breach of any condition or covenant of this Agreement. Should the City determine that the Owners has breached this Agreement, the City shall give the Owners written notice by registered or certified mail setting forth the grounds for the breach. If the Owners do not correct the breach, or if it does not undertake and diligently pursue corrective action, to the reasonable satisfaction of the City within thirty (30) days from the date of receipt of the notice, then the City may, without further notice, initiate default procedures under this Agreement as set forth in Paragraph 13 and bring any action necessary to enforce the obligations of the Owners set forth in this Agreement. The City does not waive any claim of default by the Owners if it does not enforce or cancel this Agreement.

### 16. Indemnification.

The Owners shall indemnify, defend, and hold harmless the City and all of its boards, commissions, departments, agencies, agents and employees (individually and collectively, the "City") from and against any and all liabilities, losses, costs, claims, judgments, settlements, damages, liens, fines, penalties and expenses incurred in connection with or arising in whole or in part from: (a) any accident, injury to or death of a person, loss of or damage to property occurring in or about the Historic Property; (b) the use or occupancy of the Historic Property by the Owners, their Agents or Invitees; (c) the condition of the Historic Property; (d) any construction or other work undertaken by Owners on the Historic Property; or (e) any claims by unit or interval Owners for property tax reductions in excess those provided for under this Agreement. This indemnification shall include, without limitation, reasonable fees for attorneys, consultants, and experts and related costs that may be incurred by the City and all indemnified parties specified in this Paragraph and the City's cost of investigating any claim. In addition to Owners' obligation to indemnify City, Owners specifically acknowledge and agree that they have an immediate and independent obligation to defend City from any claim that actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false, or fraudulent, which obligation arises at the time such claim is tendered to Owners by City, and continues at all times thereafter. The Owners' obligations under this Paragraph shall survive termination of this Agreement.

### 17. Eminent Domain.

In the event that a public agency acquires the Historic Property in whole or part by eminent domain or other similar action, this Agreement shall be cancelled and no cancellation fee imposed as provided by Government Code Section 50288.

### 18. Binding on Successors and Assigns.

The covenants, benefits, restrictions, and obligations contained in this Agreement shall be deemed to run with the land and shall be binding upon and inure to the benefit of all successors and assigns in interest of the Owners.

## 19. Legal Fees.

In the event that either the City or the Owners fail to perform any of their obligations under this Agreement or in the event a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the prevailing party may recover all costs and expenses incurred in enforcing or establishing its rights hereunder, including reasonable attorneys' fees, in addition to court costs and any other relief ordered by a court of competent jurisdiction. Reasonable attorneys fees of the City's Office of the City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience who practice in the City of San Francisco in law firms with approximately the same number of attorneys as employed by the Office of the City Attorney.

## 20. Governing Law.

This Agreement shall be construed and enforced in accordance with the laws of the State of California.

## 21. Recordation.

The contract will not be considered final until this agreement has been recorded with the Office of the Assessor-Recorder of the City and County of San Francisco.

## 22. Amendments.

This Agreement may be amended in whole or in part only by a written recorded instrument executed by the parties hereto in the same manner as this Agreement.

## 23. No Implied Waiver.

No failure by the City to insist on the strict performance of any obligation of the Owners under this Agreement or to exercise any right, power, or remedy arising out of a breach hereof shall constitute a waiver of such breach or of the City's right to demand strict compliance with any terms of this Agreement.

## 24. Authority.

If the Owners sign as a corporation or a partnership, each of the persons executing this Agreement on behalf of the Owners does hereby covenant and warrant that such entity is a duly authorized and existing entity, that such entity has and is qualified to do business in California, that the Owner has full right and authority to enter into this Agreement, and that each and all of the persons signing on behalf of the Owners are authorized to do so.

## 25. Severability.

If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

## 26. Tropical Hardwood Ban.

The City urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood or tropical hardwood product.

## 27. Charter Provisions.

This Agreement is governed by and subject to the provisions of the Charter of the City.



## 28. Signatures.

This Agreement may be signed and dated in parts

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as follows:

\_\_\_\_\_  
**CARMEN CHU**  
ASSESSOR-RECORDER  
CITY & COUNTY OF SAN FRANCISCO

\_\_\_\_\_  
Date

\_\_\_\_\_  
**JOHN RAHAIM**  
DIRECTOR OF PLANNING  
CITY & COUNTY OF SAN FRANCISCO



\_\_\_\_\_  
Date

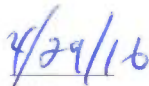
\_\_\_\_\_  
APPROVED AS PER FORM:  
**DENNIS HERRERA**  
CITY ATTORNEY  
CITY & COUNTY OF SAN FRANCISCO

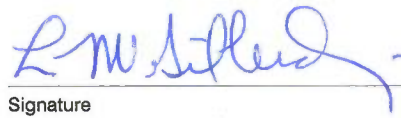
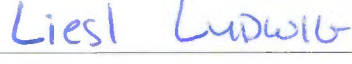
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Signature

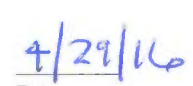
\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name  
DEPUTY CITY ATTORNEY

  
\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Print name  
OWNER

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Print name  
OWNER

  
\_\_\_\_\_  
Date

Owner/s' signatures must be notarized. Attach notary forms to the end of this agreement.  
(If more than one owner, add additional signature lines. All owners must sign this agreement.)



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )

County of San Francisco )

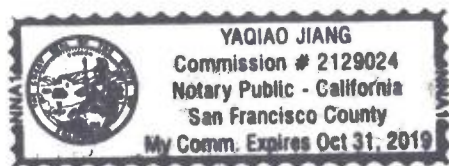
On 04/29/2016 before me, YAQIAO JIANG (Notary Public),  
Date Here Insert Name and Title of the Officer

personally appeared Christopher Ludwig,  
Name(s) of Signer(s)  
Liesl Ludwig

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

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

WITNESS my hand and official seal.



Signature Yaqiao Jiang  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: California Mills Act Historical Property Agreement Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_



Kitchen window, west



Bathroom window, downstairs west

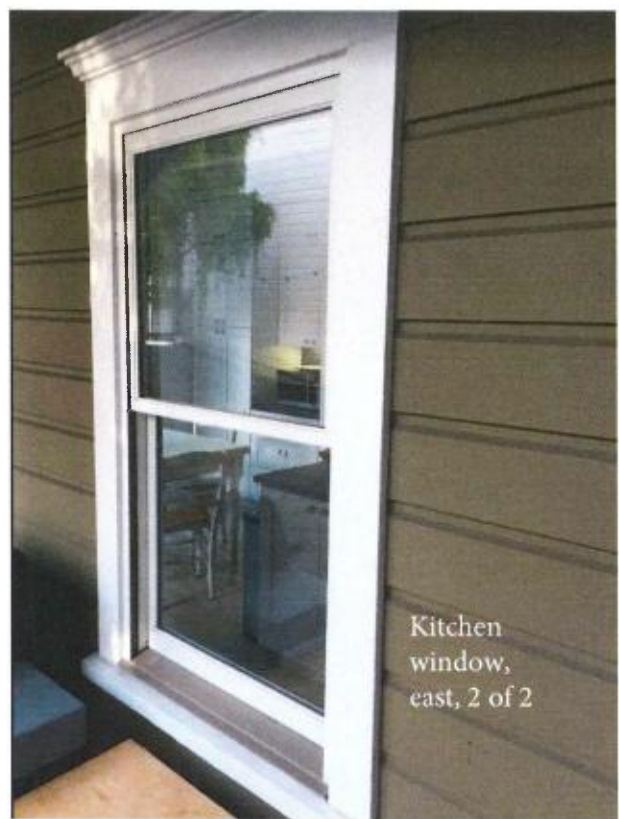
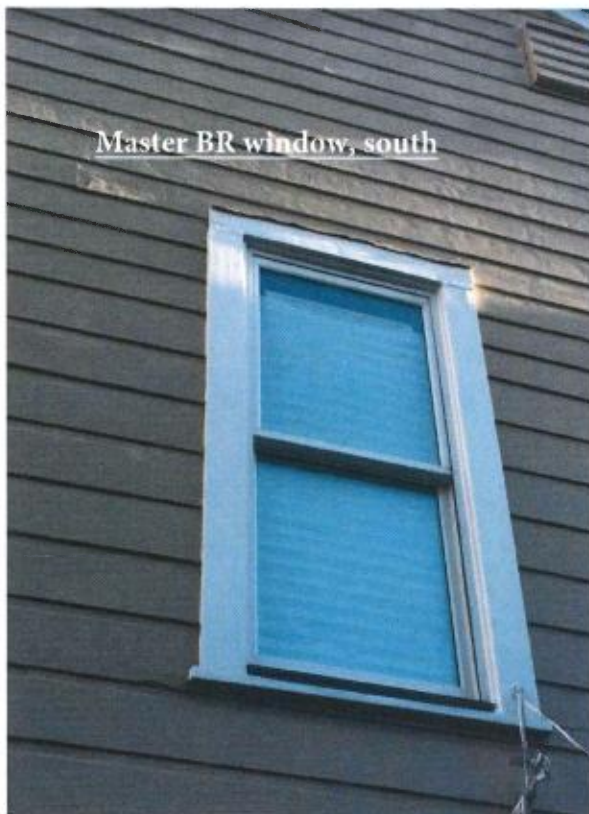


Hall window,  
downstairs  
west

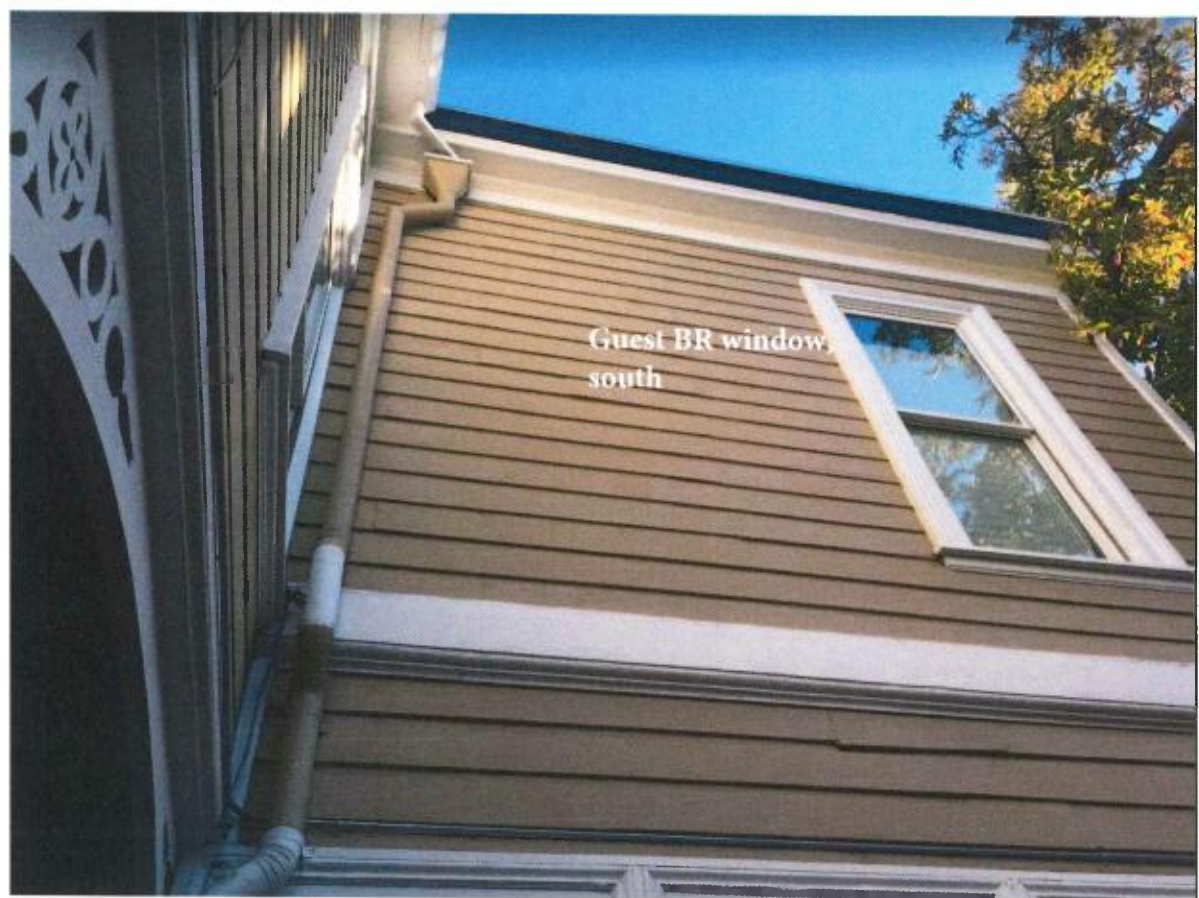


Kitchen  
window,  
east, 1 of 2

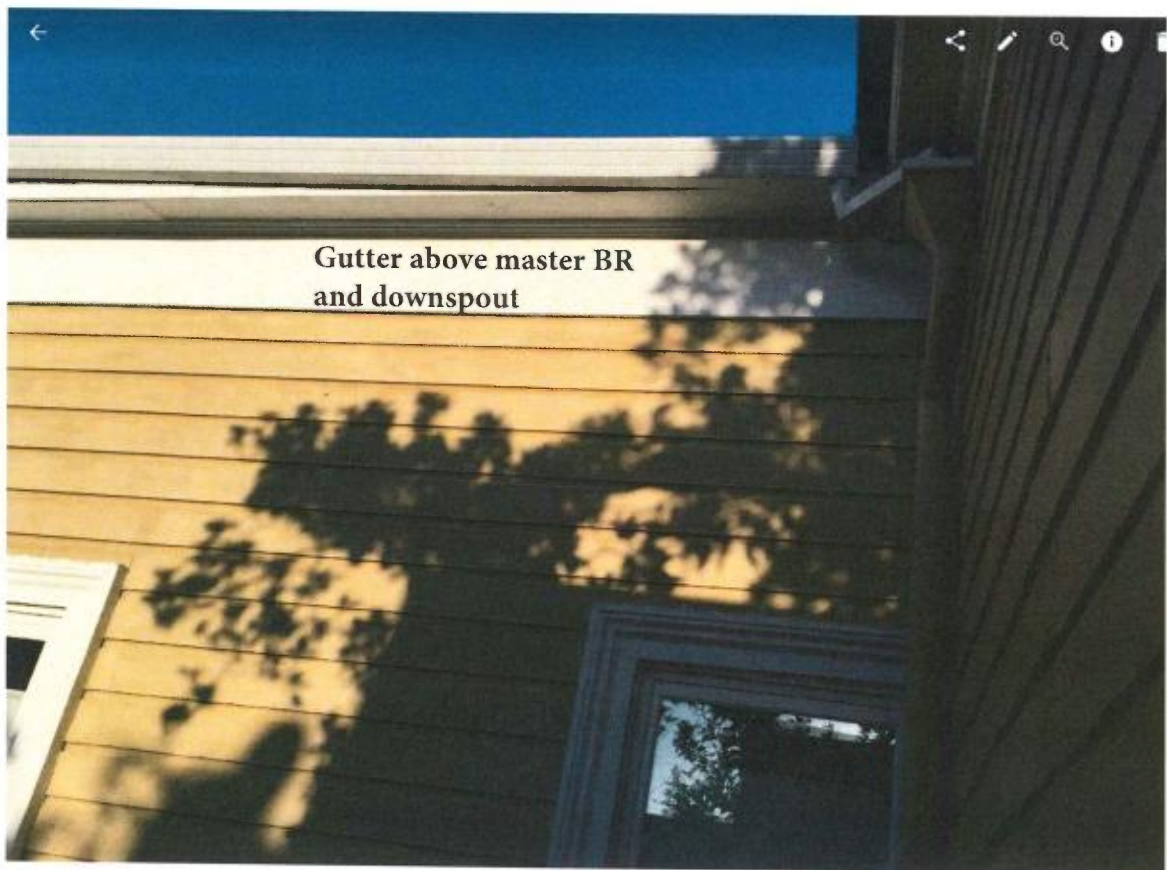
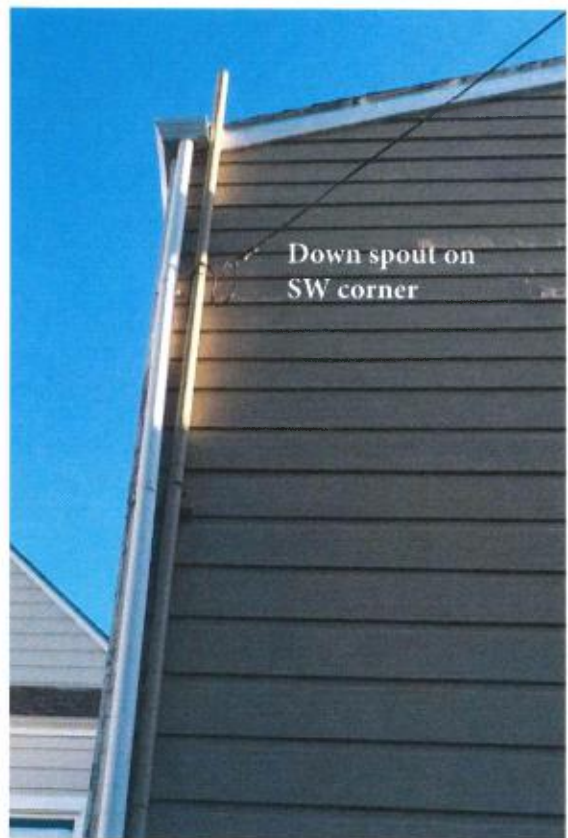
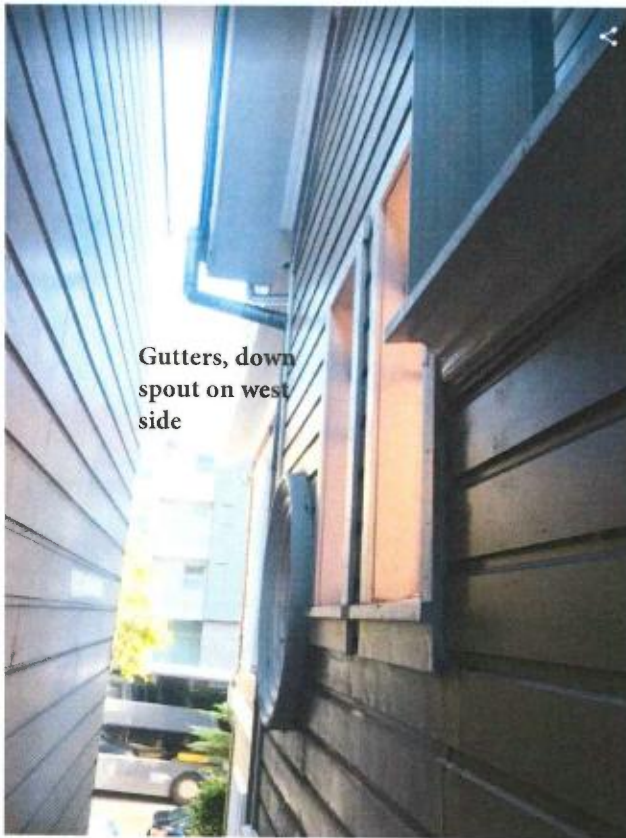




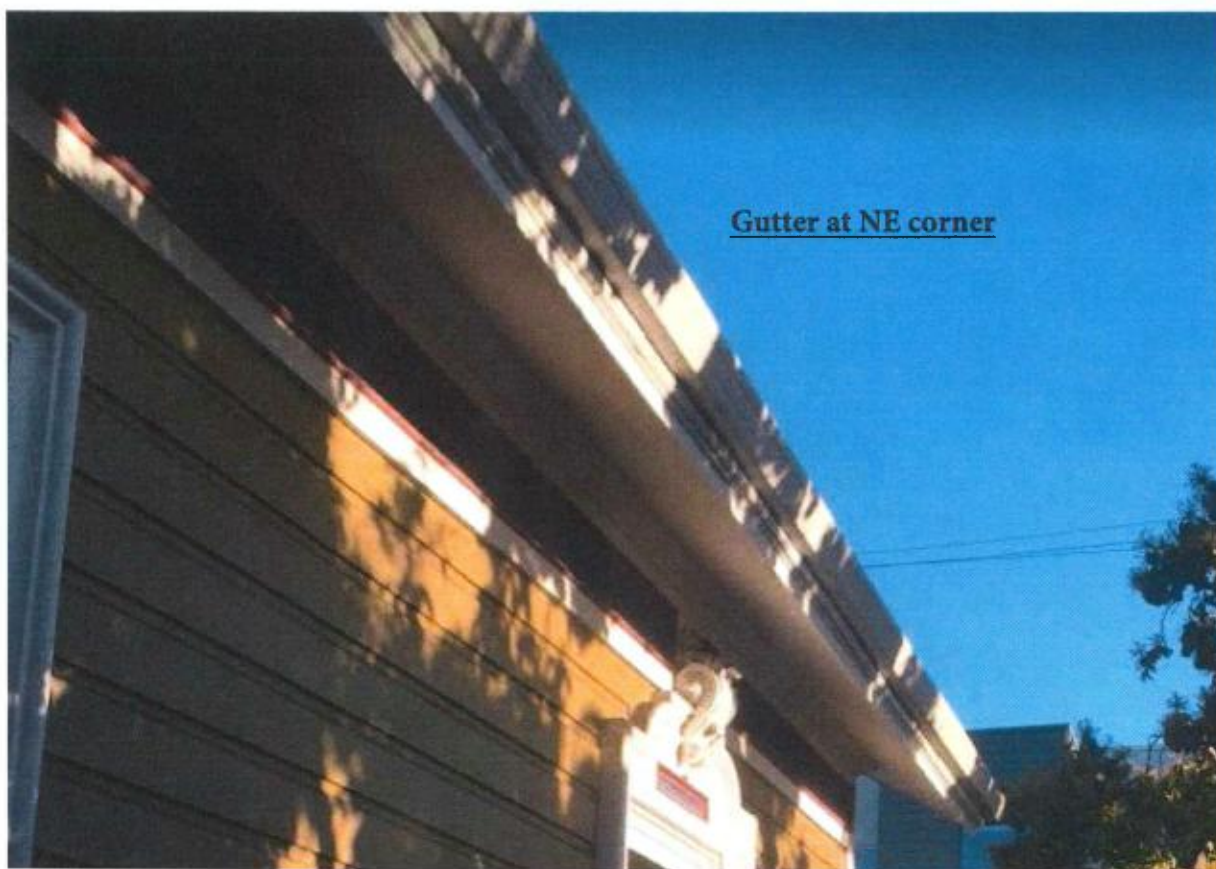










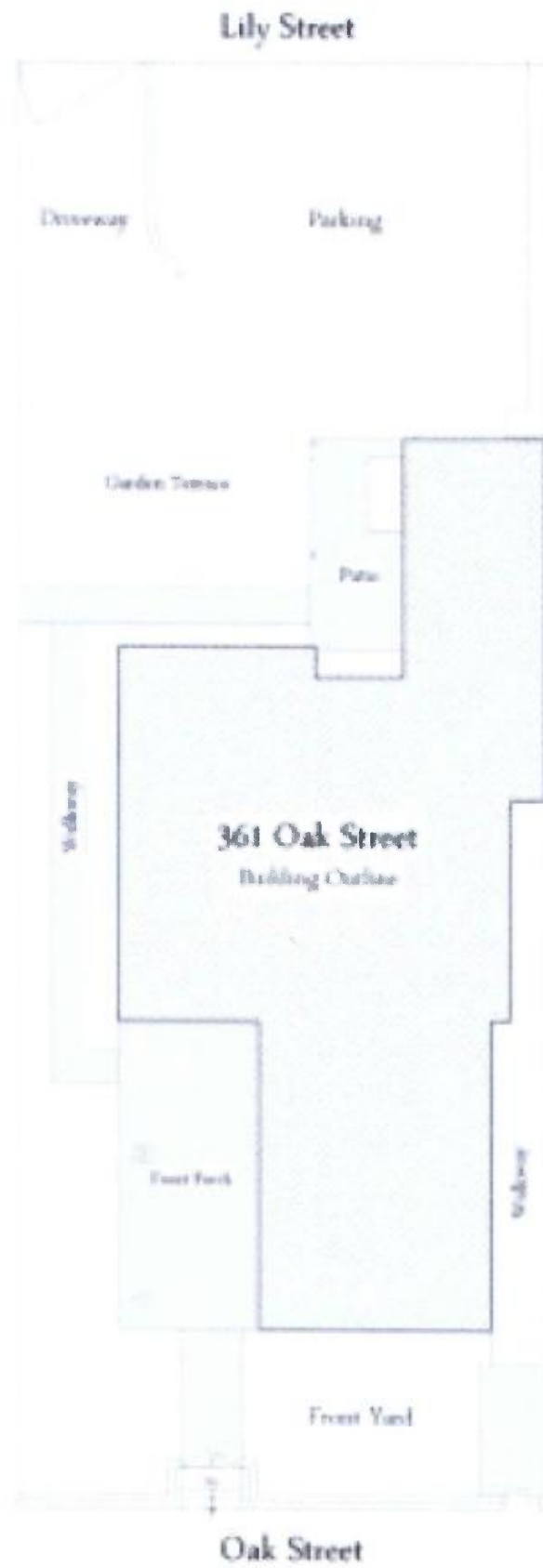


Gutter at NE corner



Cast iron fence

Site Plan





City & County of San Francisco  
José Cisneros, Treasurer  
David Augustine, Tax Collector  
Secured Property Tax Bill

1 Dr. Carlton B. Goodlett Place  
City Hall, Room 140  
San Francisco, CA 94102  
www.sftreasurer.org

For Fiscal Year July 1, 2015 through June 30, 2016

Vol	Block	Lot	Account Number	Tax Rate	Original Mail Date	Property Location
06	0839	023	083900230	1.1826%	October 16, 2015	361 OAK ST

Assessed on January 1, 2015

To: LUDWIG CHRISTOPHER J & LIESL

**LUDWIG CHRISTOPHER J & LIES**  
**361 OAK ST**  
**SAN FRANCISCO CA 94102**

Assessed Value		
Description	Full Value	Tax Amount
Land	1,536,916	18,175.56
Structure	1,024,610	12,117.03
Fixtures		
Personal Property		
Gross Taxable Value	2,561,526	30,292.60
Less HO Exemption		
Less Other Exemption		
<b>Net Taxable Value</b>	<b>2,561,526</b>	<b>\$30,292.60</b>

Direct Charges and Special Assessments			
Code	Type	Telephone	Amount Due
89	SFUSD FACILITY DIST	(415) 355-2203	35.34
91	SFCCD PARCEL TAX	(415) 487-2400	79.00
98	SF - TEACHER SUPPORT	(415) 355-2203	230.94
<b>Total Direct Charges and Special Assessments</b>			<b>\$345.28</b>

► **TOTAL DUE** **\$30,637.88**

1st Installment	2nd Installment
\$15,318.94	\$15,318.94
Due: November 1, 2015 Delinquent after Dec 10, 2015	Due: February 1, 2016 Delinquent after April 10, 2016

Pay online at **SFTREASURER.ORG**



Lalor Construction Incorporated  
615 Genessee Street  
San Francisco, Ca. 94127

Date \_\_\_\_\_

04/27/16

Estimate No.

946

Name/Address

Chris and Liesl Ludwig  
361 Oak St.  
San Francisco, Ca.

Project

## projects

Description	Total
This Estimate includes the following:	
Painting: Provide and apply materials to power wash, prime, prep, and paint 5 victorian colors on 4 sides of a 2 story building	62,800.00
Roofing: Remove and dispose of existing roof. Provide and install 1/2 plywood over existing sheathing, paper, and 50 yr shingles	37,500.00
Windows: Provide and install 8 new custom wood windows with insulated glass on lower level. Prep, prime, and paint windows and trim	35,680.00
Windows: Provide and install 7 new custom wood windows with insulated glass on upper level. Prep, prime, and paint windows and trim	31,220.00
10% profit and 10% overhead	33,440.00
<b>Total</b>	<b>\$200,640.00</b>

Estimates by project

	<u>Estimate</u>	<u>10% profit and 10% overhead</u>	<u>Total</u>
Painting	62,800.00	12,560.00	75,360.00
Roofing	37,500.00	7,500.00	45,000.00
Windows1	35,680.00	7,136.00	42,816.00
Windows2	31,220.00	<u>6,244.00</u>	<u>37,464.00</u>
		33,440.00	200,640.00

**Property Information**

Address: 361 Oak Street

Block/Lot: 0839/023

Zoning District: RTO

Height & Bulk District: 40-X

Eligibility: Individually listed on the California Register of Historical Resources

**Owner Information**

Name: Christopher J. Ludwig and Liesl Ludwig

Address: 361 Oak Street  
San Francisco, CA 94102

Phone: 415-717-1494

Phone: 415-806-6844

Email: cjludwig@gmail.com

Email: lieslanne@hotmail.com

**Pre-Inspection**

☒ Application fee paid

☐ Record of calls or e-mails to applicant to schedule pre-contract inspection

4/26: meet with property owner to review draft application and discuss terms of contract. 5/2: confirm receipt of application and schedule site visit.

Inspection scheduled on:

5/11: confirm site visit for 5/20

**Inspection Overview**

Date and time of inspection: May 20, 2016; 4:00pm

Parties present: Shannon Ferguson, Ali Kirby, Department staff; Chris Ludwig, property owner

- ☒ Provide applicant with business cards
- ☒ Inform applicant of contract cancellation policy
- ☒ Inform applicant of monitoring process

Inspect property. If multi-family or commercial building, inspection included a:

- ☒ Thorough sample of units/spaces
- ☐ Representative
- ☐ Limited
- ☒ Review any recently completed and in progress work to confirm compliance with Contract.
- ☒ Review areas of proposed work to ensure compliance with Contract.
- ☒ Review proposed maintenance work to ensure compliance with Contract.
- ☐ Identify and photograph any existing, non-compliant features to be returned to original condition during contract period. **n/a**

- |  |   |  |
|--|---|--|
| <input checked="" type="checkbox"/> <b>Yes</b> | <input type="checkbox"/> <b>No</b>            | Does the application and documentation accurately reflect the property's existing condition? If no, items/issues noted:  |
| <input checked="" type="checkbox"/> <b>Yes</b> | <input type="checkbox"/> <b>No</b>            | Does the proposed scope of work appear to meet the Secretary of the Interior's Standards? If no, items/issues noted:   |
| <input type="checkbox"/> <b>Yes</b>            | <input type="checkbox"/> <b>No</b>            | Does the property meet the exemption criteria, including architectural style, work of a master architect, important persons or danger of deterioration or demolition without rehabilitation? If no, items/issues noted: <b>n/a</b> |
| <input type="checkbox"/> <b>Yes</b>            | <input checked="" type="checkbox"/> <b>No</b> | Conditions for approval? If yes, see below.  |

**Notes and Recommendations**

Foundation/Structural

Seismic completed by previous owner

Exterior

Repair deteriorated wood in kind and repaint in 2017.

Roof

New roof membrane in 2017

Chimneys

n/a

Windows

Phased window replacement of aluminum windows at rear.

**Conditions for Approval**

None

**Photographs**









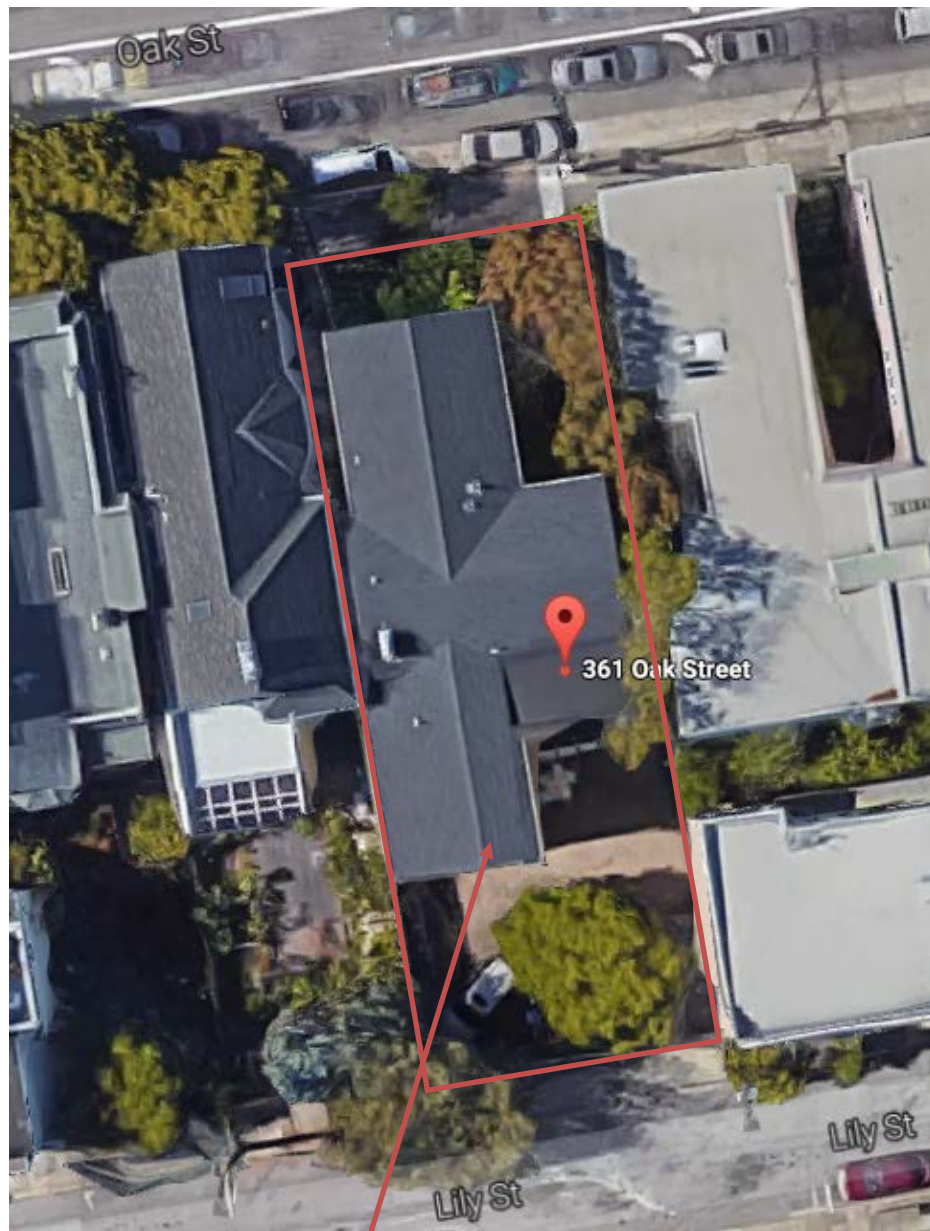




## SITE PHOTO



# AERIAL PHOTO



SUBJECT PROPERTY

1036 VALLEJO STREET





# SAN FRANCISCO PLANNING DEPARTMENT

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## Historic Preservation Commission Resolution No. XXX

HEARING DATE OCTOBER 5, 2016

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

Reception:  
**415.558.6378**

Fax:  
**415.558.6409**

Planning  
Information:  
**415.558.6377**

*Hearing Date:* October 5, 2016  
*Filing Dates:* May 1, 2015  
*Case No.:* 2016-006181MLS  
*Project Address:* **1036 Vallejo Street**  
*Landmark District:* Russian Hill-Vallejo Crest National Register of Historic Place District  
*Zoning:* RH-2 (Residential – House, Two Family)  
40-X Height and Bulk District  
*Block/Lot:* 0127/007  
*Applicant:* Kian Beyzavi & Hamid Amiri  
227 14<sup>th</sup> Ave  
San Francisco, CA 94118  
*Staff Contact:* Shannon Ferguson – (415) 575-9074  
shannon.ferguson@sfgov.org  
*Reviewed By:* Tim Frye – (415) 575-6822  
[tim.frye@sfgov.org](mailto:tim.frye@sfgov.org)

### ADOPTING FINDINGS RECOMMENDING TO THE BOARD OF SUPERVISORS APPROVAL OF THE MILLS ACT HISTORICAL PROPERTY CONTRACT, REHABILITATION PROGRAM, AND MAINTENANCE PLAN FOR 1036 VALLEJO STREET:

**WHEREAS,** The Mills Act, California Government Code Sections 50280 *et seq.* (“the Mills Act”) authorizes local governments to enter into contracts with owners of private historical property who assure the rehabilitation, restoration, preservation and maintenance of a qualified historical property; and

**WHEREAS,** In accordance with Article 1.9 (commencing with Section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code, the City and County of San Francisco may provide certain property tax reductions, such as those provided for in the Mills Act; and

**WHEREAS,** Ordinance No. 191-96 amended the San Francisco Administrative Code by adding Chapter 71 to implement Mills Act locally; and

**WHEREAS,** The Planning Department has determined that the actions contemplated in this Resolution are categorically exempt from with the California Environmental Quality Act (California Public Resources Code Sections 21000 *et seq.*) under section 15331; and

**WHEREAS,** The existing building located at 1036 Vallejo Street is a contributor to the Russian Hill-Vallejo Crest National Register of Historic Places District and thus qualifies as a historic property; and

**WHEREAS,** The Planning Department has reviewed the Mills Act Application, Historical Property Contract, Rehabilitation Program, and Maintenance Plan for 1036 Vallejo Street, which are located in Case Docket No. 2016-006181MLS. The Planning Department recommends approval of the Mills Act Historical Property Contract, Rehabilitation Program, and Maintenance Plan; and

**WHEREAS,** The Historic Preservation Commission (HPC) recognizes the historic building at 1036 Vallejo Street as an historical resource and believes the Rehabilitation Program and Maintenance Plan are appropriate for the property; and

**WHEREAS,** At a duly noticed public hearing held on October 5, 2016, the Historic Preservation Commission reviewed documents, correspondence and heard oral testimony on the Mills Act Application, Historical Property Contract, Rehabilitation Program, and Maintenance Plan for 1036 Vallejo Street, which are located in Case Docket No. 2016-006181MLS.

**THEREFORE BE IT RESOLVED** That the Historic Preservation Commission hereby recommends that the Board of Supervisors approve the Mills Act Historical Property Contract, Rehabilitation Program, and Maintenance Plan for the historic building located at 1036 Vallejo Street, attached herein as Exhibits A and B, fully incorporated by this reference.

**BE IT FURTHER RESOLVED** That the Historic Preservation Commission hereby directs its Commission Secretary to transmit this Resolution, the Mills Act Historical Property Contract, Rehabilitation Program, and Maintenance Plan for 1036 Vallejo Street, and other pertinent materials in the case file 2016-006181MLS to the Board of Supervisors.

I hereby certify that the foregoing Resolution was ADOPTED by the Historic Preservation Commission on October 5, 2016.

Jonas P. Ionin  
Commissions Secretary

AYES:

NOES:

ABSENT:

ADOPTED:     October 5, 2016

1 [Approval of an Historical Property Contract for 1036 Vallejo Street]

2  
3 **Resolution under Chapter 71 of the San Francisco Administrative Code, approving an**  
4 **historical property contract between Kian Beyzavi and Hamid Amiri, the owners of 1036**  
5 **Vallejo Street, and the City and County of San Francisco; authorizing the Planning**  
6 **Director and the Assessor-Recorder to execute the historical property contract.**  
7

8 WHEREAS, The California Mills Act (Government Code Section 50280 et seq.)  
9 authorizes local governments to enter into a contract with the owners of a qualified historical  
10 property who agree to rehabilitate, restore, preserve, and maintain the property in return for  
11 property tax reductions under the California Revenue and Taxation Code; and

12 WHEREAS, The Planning Department has determined that the actions contemplated in  
13 this Resolution comply with the California Environmental Quality Act (California Public  
14 Resources Code Sections 21000 et seq.). Said determination is on file with the Clerk of the  
15 Board of Supervisors in File No. \_\_\_\_, is incorporated herein by reference, and the Board  
16 herein affirms it; and

17 WHEREAS, San Francisco contains many historic buildings that add to its character  
18 and international reputation and that have not been adequately maintained, may be  
19 structurally deficient, or may need rehabilitation, and the costs of properly rehabilitating,  
20 restoring, and preserving these historic buildings may be prohibitive for property owners; and,

21 WHEREAS, Chapter 71 of the San Francisco Administrative Code was adopted to  
22 implement the provisions of the Mills Act and to preserve these historic buildings; and

23 WHEREAS, 1036 Vallejo Street is a contributor to the Russian Hill-Vallejo Crest  
24 National Register of Historic Places District and thus qualifies as an historical property as  
25 defined in Administrative Code Section 71.2; and

1 WHEREAS, A Mills Act application for an historical property contract has been  
2 submitted by Kian Beyzavi and Hamid Amiri, the owners of 1036 Vallejo Street, detailing  
3 completed rehabilitation work and proposing a maintenance plan for the property; and

4 WHEREAS, As required by Administrative Code Section 71.4(a), the application for the  
5 historical property contract for 1036 Vallejo Street was reviewed by the Assessor's Office and  
6 the Historic Preservation Commission; and

7 WHEREAS, The Assessor-Recorder has reviewed the historical property contract and  
8 has provided the Board of Supervisors with an estimate of the property tax calculations and  
9 the difference in property tax assessments under the different valuation methods permitted by  
10 the Mills Act in its report transmitted to the Board of Supervisors on \_\_\_\_\_, which  
11 report is on file with the Clerk of the Board of Supervisors in File No. \_\_\_\_\_ and is  
12 hereby declared to be a part of this Resolution as if set forth fully herein; and,

13 WHEREAS, The Historic Preservation Commission recommended approval of the  
14 historical property contract in its Resolution No. \_\_\_\_\_, including approval of the  
15 Rehabilitation Program and Maintenance Plan, attached to said Resolution, which is on file  
16 with the Clerk of the Board of Supervisors in File No \_\_\_\_\_ and is hereby declared  
17 to be a part of this resolution as if set forth fully herein; and,

18 WHEREAS, The draft historical property contract between Kian Beyzavi and Hamid  
19 Amiri, the owners of 1036 Vallejo Street, and the City and County of San Francisco is on file  
20 with the Clerk of the Board of Supervisors in File No. \_\_\_\_\_ and is hereby declared  
21 to be a part of this resolution as if set forth fully herein; and,

22 WHEREAS, The Board of Supervisors has conducted a public hearing pursuant to  
23 Administrative Code Section 71.4(d) to review the Historic Preservation Commission's  
24 recommendation and the information provided by the Assessor's Office in order to determine  
25 whether the City should execute the historical property contract for 1036 Vallejo Street; and



1           WHEREAS, The Board of Supervisors has balanced the benefits of the Mills Act to the  
2 owner of 1036 Vallejo Street with the cost to the City of providing the property tax reductions  
3 authorized by the Mills Act, as well as the historical value of 1036 Vallejo Street and the  
4 resultant property tax reductions; now, therefore, be it

5           RESOLVED, That the Board of Supervisors hereby approves the historical property  
6 contract between Kian Beyzavi and Hamid Amiri, the owners of 1036 Vallejo Street, and the  
7 City and County of San Francisco; and, be it

8           FURTHER RESOLVED, That the Board of Supervisors hereby authorizes the Planning  
9 Director and the Assessor-Recorder to execute the historical property contract.

# DRAFT MILLS ACT HISTORICAL PROPERTY CONTRACT

Recording Requested by, and  
when recorded, send notice to:  
Shannon Ferguson  
1650 Mission Street, Suite 400  
San Francisco, CA 94103

**CALIFORNIA MILLS ACT  
HISTORIC PROPERTY AGREEMENT  
1036 VALLEJO STREET  
SAN FRANCISCO, CALIFORNIA**

THIS AGREEMENT is entered into by and between the City and County of San Francisco, a California municipal corporation ("City") and Kiandokht Beyzavi and Hamid Amiri ("Owners").

**RECITALS**

Owners are the owners of the property located at 1036 Vallejo Street, in San Francisco, California (Block 0127, Lot 007). The building located at 1036 Vallejo Street is designated as a contributor to the Russian Hill-Vallejo Crest National Register of Historic Places District, and is also known as the "Historic Property". The Historic Property is a Qualified Historic Property, as defined under California Government Code Section 50280.1.

Owners desire to execute a rehabilitation and ongoing maintenance project for the Historic Property. Owners' application calls for the rehabilitation and restoration of the Historic Property according to established preservation standards, which it estimates will cost three hundred fourteen thousand dollars (\$157,000.00). (See Rehabilitation Plan, Exhibit A.) Owners' application calls for the maintenance of the Historic Property according to established preservation standards, which is estimated will cost approximately three thousand dollars (\$3,000.00) annually (See Maintenance Plan, Exhibit B).

The State of California has adopted the "Mills Act" (California Government Code Sections 50280-50290, and California Revenue & Taxation Code, Article 1.9 [Section 439 et seq.]) authorizing local governments to enter into agreements with property Owners to reduce their property taxes, or to prevent increases in their property taxes, in return for improvement to and maintenance of historic properties. The City has adopted enabling legislation, San Francisco Administrative Code Chapter 71, authorizing it to participate in the Mills Act program.

Owners desire to enter into a Mills Act Agreement (also referred to as a "Historic Property Agreement") with the City to help mitigate anticipated expenditures to restore and maintain the Historic Property. The City is willing to enter into such Agreement to mitigate these expenditures and to induce Owners to restore and maintain the Historic Property in excellent condition in the future.

NOW, THEREFORE, in consideration of the mutual obligations, covenants, and conditions contained herein, the parties hereto do agree as follows:

1. Application of Mills Act. The benefits, privileges, restrictions and obligations provided for in the Mills Act shall be applied to the Historic Property during the time that this Agreement is in effect commencing from the date of recordation of this Agreement.
2. Rehabilitation of the Historic Property. Owners shall undertake and complete the work set forth in Exhibit A ("Rehabilitation Plan") attached hereto according to certain standards and requirements. Such standards and requirements shall include, but not be limited to: the Secretary

of the Interior's Standards for the Treatment of Historic Properties ("Secretary's Standards"); the rules and regulations of the Office of Historic Preservation of the California Department of Parks and Recreation ("OHP Rules and Regulations"); the State Historical Building Code as determined applicable by the City; all applicable building safety standards; and the requirements of the Historic Preservation Commission, the Planning Commission, and the Board of Supervisors, including but not limited to any Certificates of Appropriateness or Permits to Alter, as appropriate approved under Planning Code Articles 10 or 11, as appropriate. The Owners shall proceed diligently in applying for any necessary permits for the work and shall apply for such permits within no more than six (6) months after recordation of this Agreement, shall commence the work within six (6) months of receipt of necessary permits, and shall complete the work within three (3) years from the date of receipt of permits. Upon written request by the Owners, the Zoning Administrator, at his or her discretion, may grant an extension of the time periods set forth in this paragraph. Owners may apply for an extension by a letter to the Zoning Administrator, and the Zoning Administrator may grant the extension by letter without a hearing. Work shall be deemed complete when the Director of Planning determines that the Historic Property has been rehabilitated in accordance with the standards set forth in this Paragraph. Failure to timely complete the work shall result in cancellation of this Agreement as set forth in Paragraphs 12 and 13 herein.

3. Maintenance. Owners shall maintain the Historic Property during the time this Agreement is in effect in accordance with the standards for maintenance set forth in Exhibit B ("Maintenance Plan"), the Secretary's Standards; the OHP Rules and Regulations; the State Historical Building Code as determined applicable by the City; all applicable building safety standards; and the requirements of the Historic Preservation Commission, the Planning Commission, and the Board of Supervisors, including but not limited to any Certificates of Appropriateness or Permits to Alter, as appropriate approved under Planning Code Article 10 or 11, as appropriate.

4. Damage. Should the Historic Property incur damage from any cause whatsoever, which damages fifty percent (50%) or less of the Historic Property, Owners shall replace and repair the damaged area(s) of the Historic Property. For repairs that do not require a permit, Owners shall commence the repair work within thirty (30) days of incurring the damage and shall diligently prosecute the repair to completion within a reasonable period of time, as determined by the City. Where specialized services are required due to the nature of the work and the historic character of the features damaged, "commence the repair work" within the meaning of this paragraph may include contracting for repair services. For repairs that require a permit(s), Owners shall proceed diligently in applying for any necessary permits for the work and shall apply for such permits within no more than sixty (60) days after the damage has been incurred, commence the repair work within one hundred twenty (120) days of receipt of the required permit(s), and shall diligently prosecute the repair to completion within a reasonable period of time, as determined by the City. Upon written request by the Owners, the Zoning Administrator, at his or her discretion, may grant an extension of the time periods set forth in this paragraph. Owners may apply for an extension by a letter to the Zoning Administrator, and the Zoning Administrator may grant the extension by letter without a hearing. All repair work shall comply with the design and standards established for the Historic Property in Exhibits A and B attached hereto and Paragraph 3 herein. In the case of damage to twenty percent (20%) or more of the Historic Property due to a catastrophic event, such as an earthquake, or in the case of damage from any cause whatsoever that destroys more than fifty percent (50%) of the Historic Property, the City and Owners may mutually agree to terminate this Agreement. Upon such termination, Owners shall not be obligated to pay the cancellation fee set forth in Paragraph 13 of this Agreement. Upon such termination, the City shall assess the full value of the Historic Property without regard to any restriction imposed upon the Historic Property by this Agreement and Owners shall pay property taxes to the City based upon the valuation of the Historic Property as of the date of termination.

5. Insurance. Owners shall secure adequate property insurance to meet Owners' repair and replacement obligations under this Agreement and shall submit evidence of such insurance to the City upon request.

6. Inspections and Compliance Monitoring. Prior to entering into this Agreement and every five years thereafter, and upon seventy-two (72) hours advance notice, Owners shall permit any representative of the City, the Office of Historic Preservation of the California Department of Parks and Recreation, or the State Board of Equalization, to inspect of the interior and exterior of the Historic Property, to determine Owners' compliance with this Agreement. Throughout the duration of this Agreement, Owners shall provide all reasonable information and documentation about the Historic Property demonstrating compliance with this Agreement, as requested by any of the above-referenced representatives.

7. Term. This Agreement shall be effective upon the date of its recordation and shall be in effect for a term of ten years from such date ("Term"). As provided in Government Code section 50282, one year shall be added automatically to the Term, on each anniversary date of this Agreement, unless notice of nonrenewal is given as set forth in Paragraph 9 herein.

8. Valuation. Pursuant to Section 439.4 of the California Revenue and Taxation Code, as amended from time to time, this Agreement must have been signed, accepted and recorded on or before the lien date (January 1) for a fiscal year (the following July 1-June 30) for the Historic Property to be valued under the taxation provisions of the Mills Act for that fiscal year.

9. Notice of Nonrenewal. If in any year of this Agreement either the Owners or the City desire not to renew this Agreement, that party shall serve written notice on the other party in advance of the annual renewal date. Unless the Owners serves written notice to the City at least ninety (90) days prior to the date of renewal or the City serves written notice to the Owners sixty (60) days prior to the date of renewal, one year shall be automatically added to the Term of the Agreement. The Board of Supervisors shall make the City's determination that this Agreement shall not be renewed and shall send a notice of nonrenewal to the Owners. Upon receipt by the Owners of a notice of nonrenewal from the City, Owners may make a written protest. At any time prior to the renewal date, City may withdraw its notice of nonrenewal. If either party serves notice of nonrenewal of this Agreement, this Agreement shall remain in effect for the balance of the period remaining since the original execution or the last renewal of the Agreement, as the case may be. Thereafter, the Owners shall pay property taxes to the City without regard to any restriction imposed on the Historic Property by this Agreement, and based upon the Assessor's determination of the fair market value of the Historic Property as of expiration of this Agreement.

10. Payment of Fees. As provided for in Government Code Section 50281.1 and San Francisco Administrative Code Section 71.6, upon filing an application to enter into a Mills Act Agreement with the City, Owners shall pay the City the reasonable costs related to the preparation and approval of the Agreement. In addition, Owners shall pay the City for the actual costs of inspecting the Historic Property, as set forth in Paragraph 6 herein.

11. Default. An event of default under this Agreement may be any one of the following:

(a) Owners' failure to timely complete the rehabilitation work set forth in Exhibit A, in accordance with the standards set forth in Paragraph 2 herein;

(b) Owners' failure to maintain the Historic Property as set forth in Exhibit B, in accordance with the requirements of Paragraph 3 herein;

(c) Owners' failure to repair any damage to the Historic Property in a timely manner, as provided in Paragraph 4 herein;

(d) Owners' failure to allow any inspections or requests for information, as provided in Paragraph 6 herein;

(e) Owners' failure to pay any fees requested by the City as provided in Paragraph 10 herein;

(f) Owners' failure to maintain adequate insurance for the replacement cost of the Historic Property, as required by Paragraph 5 herein; or

(g) Owners' failure to comply with any other provision of this Agreement.

An event of default shall result in Cancellation of this Agreement as set forth in Paragraphs 12 and 13 herein, and payment of the Cancellation Fee and all property taxes due upon the Assessor's determination of the full value of the Historic Property as set forth in Paragraph 13 herein. In order to determine whether an event of default has occurred, the Board of Supervisors shall conduct a public hearing as set forth in Paragraph 12 herein prior to cancellation of this Agreement.

12. Cancellation. As provided for in Government Code Section 50284, City may initiate proceedings to cancel this Agreement if it makes a reasonable determination that Owners have breached any condition or covenant contained in this Agreement, has defaulted as provided in Paragraph 11 herein, or has allowed the Historic Property to deteriorate such that the safety and integrity of the Historic Property is threatened or it would no longer meet the standards for a Qualified Historic Property. In order to cancel this Agreement, City shall provide notice to the Owners and to the public and conduct a public hearing before the Board of Supervisors as provided for in Government Code Section 50285. The Board of Supervisors shall determine whether this Agreement should be cancelled.

13. Cancellation Fee. If the City cancels this Agreement as set forth in Paragraph 12 above, and as required by Government Code Section 50286, Owners shall pay a Cancellation Fee of twelve and one-half percent (12.5%) of the fair market value of the Historic Property at the time of cancellation. The City Assessor shall determine fair market value of the Historic Property without regard to any restriction imposed on the Historic Property by this Agreement. The Cancellation Fee shall be paid to the City Tax Collector at such time and in such manner as the City shall prescribe. As of the date of cancellation, the Owners shall pay property taxes to the City without regard to any restriction imposed on the Historic Property by this Agreement and based upon the Assessor's determination of the fair market value of the Historic Property as of the date of cancellation.

14. Enforcement of Agreement. In lieu of the above provision to cancel the Agreement, the City may bring an action to specifically enforce or to enjoin any breach of any condition or covenant of this Agreement. Should the City determine that the Owners has breached this Agreement, the City shall give the Owners written notice by registered or certified mail setting forth the grounds for the breach. If the Owners do not correct the breach, or do not undertake and diligently pursue corrective action to the reasonable satisfaction of the City within thirty (30) days from the date of receipt of the notice, then the City may, without further notice, initiate default procedures under this Agreement as set forth in Paragraph 12 and bring any action necessary to enforce the obligations of the Owners set forth in this Agreement. The City does not waive any claim of default by the Owners if it does not enforce or cancel this Agreement.

15. Indemnification. The Owners shall indemnify, defend, and hold harmless the City and all of its boards, commissions, departments, agencies, agents and employees (individually and collectively, the "City") from and against any and all liabilities, losses, costs, claims, judgments, settlements, damages, liens, fines, penalties and expenses incurred in connection with or arising in whole or in part from: (a) any accident, injury to or death of a person, loss of or damage to property occurring in or about the Historic Property; (b) the use or occupancy of the Historic Property by the Owners, their Agents or Invitees; (c) the condition of the Historic Property; (d)

any construction or other work undertaken by Owners on the Historic Property; or (e) any claims by unit or interval Owners for property tax reductions in excess those provided for under this Agreement. This indemnification shall include, without limitation, reasonable fees for attorneys, consultants, and experts and related costs that may be incurred by the City and all indemnified parties specified in this Paragraph and the City's cost of investigating any claim. In addition to Owners' obligation to indemnify City, Owners specifically acknowledge and agree that they have an immediate and independent obligation to defend City from any claim that actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false, or fraudulent, which obligation arises at the time such claim is tendered to Owners by City, and continues at all times thereafter. The Owners' obligations under this Paragraph shall survive termination of this Agreement.

16. Eminent Domain. In the event that a public agency acquires the Historic Property in whole or part by eminent domain or other similar action, this Agreement shall be cancelled and no cancellation fee imposed as provided by Government Code Section 50288.

17. Binding on Successors and Assigns. The covenants, benefits, restrictions, and obligations contained in this Agreement shall run with the land and shall be binding upon and inure to the benefit of all successors in interest and assigns of the Owners. Successors in interest and assigns shall have the same rights and obligations under this Agreement as the original Owners who entered into the Agreement.

18. Legal Fees. In the event that either the City or the Owners fail to perform any of their obligations under this Agreement or in the event a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the prevailing party may recover all costs and expenses incurred in enforcing or establishing its rights hereunder, including reasonable attorneys' fees, in addition to court costs and any other relief ordered by a court of competent jurisdiction. Reasonable attorneys' fees of the City's Office of the City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience who practice in the City of San Francisco in law firms with approximately the same number of attorneys as employed by the Office of the City Attorney.

19. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

20. Recordation. Within 20 days from the date of execution of this Agreement, the parties shall cause this Agreement to be recorded with the Office of the Recorder of the City and County of San Francisco. From and after the time of the recordation, this recorded Agreement shall impart notice to all persons of the parties' rights and obligations under the Agreement, as is afforded by the recording laws of this state.

21. Amendments. This Agreement may be amended in whole or in part only by a written recorded instrument executed by the parties hereto in the same manner as this Agreement.

22. No Implied Waiver. No failure by the City to insist on the strict performance of any obligation of the Owners under this Agreement or to exercise any right, power, or remedy arising out of a breach hereof shall constitute a waiver of such breach or of the City's right to demand strict compliance with any terms of this Agreement.

23. Authority. If the Owners sign as a corporation or a partnership, each of the persons executing this Agreement on behalf of the Owners does hereby covenant and warrant that such entity is a duly authorized and existing entity, that such entity has and is qualified to do business in California, that the Owner has full right and authority to enter into this Agreement, and that each and all of the persons signing on behalf of the Owners are authorized to do so.

24. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

25. Tropical Hardwood Ban. The City urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood or tropical hardwood product.

26. Charter Provisions. This Agreement is governed by and subject to the provisions of the Charter of the City.

27. Signatures. This Agreement may be signed and dated in parts

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as follows:

CITY AND COUNTY OF SAN FRANCISCO:

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
Assessor-Recorder

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
Director of Planning

APPROVED AS TO FORM:  
DENNIS J. HERRERA  
CITY ATTORNEY

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
\_\_\_\_\_, Deputy City Attorney

OWNERS

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
\_\_\_\_\_, Owner

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
\_\_\_\_\_, Owner

OWNER(S)' SIGNATURE(S) MUST BE NOTARIZED.  
ATTACH PUBLIC NOTARY FORMS HERE.



**EXHIBITS A AND B:**  
**DRAFT REHABILITATION AND MAINTENANCE**  
**PLAN**

# Rehabilitation/Restoration Plan for 1036 Vallejo St

Scope: #1	Building Feature: Windows		
Rehab/Restoration <input checked="" type="checkbox"/>	Maintenance	Completed	Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2017			
Total Cost: \$36,000			
<p>Description of work</p> <p>The current window sashes have rotten wood and leak. The window panes are fogged due to poor sealing of the double panes. We will repair the windows wherever possible or replace with new wood window sashes with true divided lights if repair proves unfeasible.</p> <p>The repair will be designed to avoid altering, removing or obscuring the character –defining features of the property and to reinforce the structural integrity of the house.</p> <p>Work will be done in accordance with National Park Service’s Preservation Brief 9, <i>The Repair of Historic Wooden Windows</i> and Preservation Brief 47, <i>Maintaining the Exterior of Small and Medium Sized Historic Buildings</i>.</p>			

Scope: #2	Building Feature: Seismic upgrade to Foundation		
Rehab/Restoration <input checked="" type="checkbox"/>	Maintenance	Completed	Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2017			
Total Cost : \$27,000			
<p>Description of work</p> <p>Seismic upgrade will be done to reinforce the foundation, if necessary.</p> <p>The repair will be designed to avoid altering, removing or obscuring the character –defining features of the property and to reinforce the structural integrity of the house.</p> <p>Work will be done in accordance with National Park Service’s Preservation Brief 41, <i>The Seismic Retrofit of Historic Buildings</i> and Preservation Brief 47, <i>Maintaining the Exterior of Small and Medium Sized Historic Buildings</i>.</p>			

Scope: #3	Building Feature: Wood siding, trim and shingles		
Rehab/Restoration <input checked="" type="checkbox"/>	Maintenance	Completed	Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2017			
Total Cost : \$50,000 for painting, scaffolding and shingle repair			
<p>Description of work</p> <p>1036 is one of the first shingle houses to be built in San Francisco, some of the current shingles have cupped or cracked and will be replaced in kind and will be painted to match surrounding shingles. Deteriorated wood siding and trim will be repaired or replaced in kind and painted to match.</p> <p>The repair will be designed to avoid altering, removing or obscuring the character –defining features of the property and to reinforce the structural integrity of the house.</p> <p>Work will be done in accordance with National Park Service’s Preservation Brief 47, <i>Maintaining the Exterior of Small and Medium Sized Historic Buildings</i>..</p>			

Scope: #4	Building Feature: Roof and gutters		
Rehab/Restoration <input checked="" type="checkbox"/>	Maintenance	Completed	Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2017			
Total Cost: \$36,000			
<p>Description of work</p> <p>Parts of the roof need repair in kind to prevent leaking; Gutters have holes and rust damage and need to be repaired or replaced in kind to avoid leak damage to the siding.</p> <p>The repair will be designed to avoid altering, removing or obscuring the character –defining features of the property and to reinforce the structural integrity of the house.</p> <p>Work will be done in accordance with National Park Service’s Preservation Brief 4, <i>Roofing for Historic Buildings</i> and Preservation Brief 47, <i>Maintaining the Exterior of Small and Medium Sized Historic Buildings</i>.</p>			

Scope: #5	Building Feature: Front staircase treads and railing		
Rehab/Restoration <input checked="" type="checkbox"/>	Maintenance	Completed	Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2017			
Total Cost: \$8,000			
<p>Description of work</p> <p>The stairs have dry rot and the railing is not stable enough. The stairs will be repaired or replaced in kind.</p> <p>The repair will be designed to avoid altering, removing or obscuring the character –defining features of the property and to reinforce the structural integrity of the house.</p> <p>Work will be done in accordance with National Park Service’s Preservation Brief 4, <i>Roofing for Historic Buildings</i> and 47, <i>Maintaining the Exterior of Small and Medium Sized Historic Buildings</i>.</p>			

Maintenance Plan for 1036 Vallejo St

Scope: #6		Building Feature: Windows	
Rehab/Restoration	Maintenance <input checked="" type="checkbox"/>	Completed	Proposed <input checked="" type="checkbox"/>
Contract year work completion: Annually			
Total Cost: \$1,000 per year			
<p>Description of work</p> <p>Check windows annually for leaks and damage, repair in kind as needed.</p> <p>The repair will be designed to avoid altering, removing or obscuring the character –defining features of the property and to reinforce the structural integrity of the house.</p> <p>Work will be done in accordance with National Park Service’s Preservation Brief 47, <i>Maintaining the Exterior of Small and Medium Sized Historic Buildings</i>.</p>			

Scope: #7		Building Feature: Wood Siding and Shingles	
Rehab/Restoration	Maintenance <input checked="" type="checkbox"/>	Completed	Proposed <input checked="" type="checkbox"/>
Contract year work completion: Annually			
Total Cost: \$1,000 per year			
<p>Description of work</p> <p>Check wood siding and shingles annually for leaks and damage, repair in kind as needed.</p> <p>The repair will be designed to avoid altering, removing or obscuring the character –defining features of the property and to reinforce the structural integrity of the house.</p> <p>Work will be done in accordance with National Park Service’s Preservation Brief 47, <i>Maintaining the Exterior of Small and Medium Sized Historic Buildings</i>.</p>			

Scope: #8		Building Feature: Gutters	
Rehab/Restoration	Maintenance <input checked="" type="checkbox"/>	Completed	Proposed <input checked="" type="checkbox"/>
Contract year work completion: Annually			
Total Cost: \$1,000 per year			
<p>Description of work</p> <p>Clean gutters and check for leaks annually. Repair in kind as needed.</p> <p>The repair will be designed to avoid altering, removing or obscuring the character –defining features of the property and to reinforce the structural integrity of the house.</p> <p>Work will be done in accordance with National Park Service’s Preservation Brief 47, <i>Maintaining the Exterior of Small and Medium Sized Historic Buildings</i>.</p>			

Scope: #9		Building Feature: Roof	
Rehab/Restoration	Maintenance <input checked="" type="checkbox"/>	Completed	Proposed <input checked="" type="checkbox"/>
Contract year work completion: Every 5 years			
Total Cost: \$2,000 per year			
<p>Description of work</p> <p>Check roof every 5 years for leaks and damage, repair in kind as needed.</p> <p>The repair will be designed to avoid altering, removing or obscuring the character –defining features of the property and to reinforce the structural integrity of the house.</p> <p>Work will be done in accordance with National Park Service’s Preservation Brief 47, <i>Maintaining the Exterior of Small and Medium Sized Historic Buildings</i>.</p>			

**DRAFT MILLS ACT VALUATION PROVIDED BY  
THE ASSESSOR-RECORDER'S OFFICE**



**Office of the Assessor / Recorder - City and County of San Francisco**  
**Mills Act Valuation**



1036 Vallejo St



**OFFICE OF THE ASSESSOR-RECORDER - CITY & COUNTY OF SAN FRANCISCO**  
**MILLS ACT VALUATION**

<b>APN:</b>	0127-007	<b>Lien Date:</b>	7/1/2016
<b>Address:</b>	1036 Vallejo St	<b>Application Date:</b>	4/28/2016
<b>SF Landmark No.:</b>	None	<b>Application Term:</b>	Ten Years
<b>Applicant's Name:</b>	Kian Beyzavi/Hamid Amiri		
<b>Agt./Tax Rep./Atty:</b>	None	<b>Last Sale Date:</b>	9/1/2015
<b>Fee Appraisal Provided:</b>	No	<b>Last Sale Price:</b>	\$2,000,000

FACTORED BASE YEAR (Roll) VALUE		INCOME CAPITALIZATION APPROACH		SALES COMPARISON APPROACH	
Land	\$1,400,000	Land	\$863,082	Land	\$1,500,000
Imps.	\$600,000	Imps.	\$575,388	Imps.	\$1,000,000
Personal Prop	\$0	Personal Prop	\$0	Personal Prop	\$0
<b>Total</b>	<b>\$2,000,000</b>	<b>Total</b>	<b>\$1,438,470</b>	<b>Total</b>	<b>\$ 2,500,000</b>

**Property Description**

<b>Property Type:</b>	Single Family Residential	<b>Year Built:</b>	1906	<b>Neighborhood:</b>	Russian Hill
<b>Type of Use:</b>	Single Family Residential	<b>(Total) Rentable Area:</b>	2,675	<b>Land Area:</b>	4,146
<b>Owner-Occupied:</b>	No	<b>Stories:</b>	2	<b>Zoning:</b>	RH2
<b>Unit Types:</b>		<b>Parking Spaces:</b>	None		

**Total No. of Units:** One

**Special Conditions (Where Applicable)**

**Conclusions and Recommendations**

	Per SF	Total
Factored Base Year Roll	\$747.66	\$ 2,000,000
Income Approach - Direct Capitalization	\$537.75	\$ 1,438,470
Sales Comparison Approach	\$934.58	\$ 2,500,000
<b>Recommended Value Estimate</b>	<b>\$ 538</b>	<b>\$ 1,438,470</b>

**Appraiser:** Dennis May

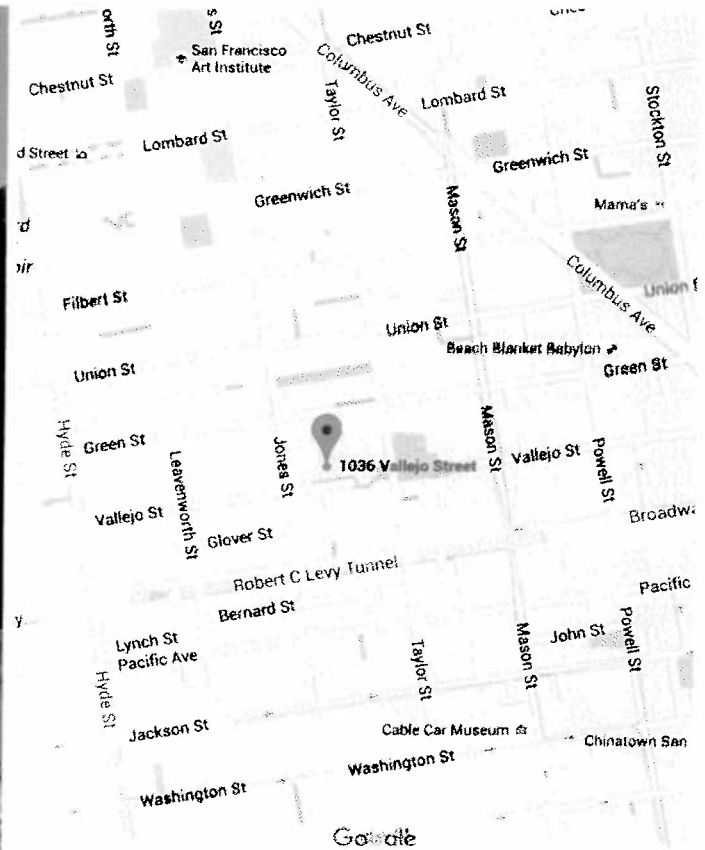
**Principal Appraiser:** Michael Jine

**Hearing Date:**

**SUBJECT PHOTOGRAPHS AND LOCATOR MAP**

**Address:** 1036 Vallejo St

**APN:** 0127-007



## INCOME APPROACH

**Address:** 1036 Vallejo St

**Lien Date:** 7/1/2016

	<u>Monthly Rent</u>		<u>Annualized</u>	
Potential Gross Income	\$12,260	x	12	\$147,120
Less: Vacancy & Collection Loss			3%	<u>(\$4,414)</u>
Effective Gross Income				\$142,706
Less: Anticipated Operating Expenses (Pre-Property Tax)*			15%	<u>(\$21,406)</u>
<b>Net Operating Income (Pre-Property Tax)</b>				<b>\$121,300</b>

### Restricted Capitalization Rate

2016 interest rate per State Board of Equalization			4.2500%	
Risk rate (4% owner occupied / 2% all other property types)			2.0000%	
2015 property tax rate **			1.1826%	
Amortization rate for improvements only				
Remaining economic life (Years)	40	0.0250	1.0000%	
Improvements constitute % of total property value	40%			<b>8.4326%</b>

### RESTRICTED VALUE ESTIMATE

**\$1,438,470**

### Rent Roll as of

<u>Unit</u>	<u>Bdrm/Ba</u>	<u>SF</u>	<u>Move In Date</u>	<u>Monthly Contract Rent</u>	<u>Annual Rent</u>	<u>Annual Rent / Foot</u>
<b>Total:</b>		<b>0</b>		<b>\$0</b>	<b>\$0</b>	<b>#DIV/0!</b>

### Notes:

\* Annual operating expenses include water service, refuse collection, insurance, and regular maintenance items. Assumes payment of PG&E by lessee.

\*\* The 2016 property tax rate will be determined in September 2016.

# Rent Comparables

Address: 1036 Vallejo St  
Lien Date: ###

Rental Comp #1



**Listing Agent:**  
**Address:**  
**Cross Streets:**  
**SF:**  
**Layout:**  
**Monthly Rent**  
**Rent/Foot/Mo**  
**Annual Rent/Foot:**

Tower Rents 415-797-8296  
1023 Vallejo Street  
Taylor Street  
2,560  
SFR 9/3/5, 3 car garage  
\$15,000  
\$5.86  
\$70.31

Rental Comp #2



Pamela Kelley 415-509-3431  
753 Bay Street  
Hyde Street  
1,684  
SFR 6/3/3, 1 car garage  
\$9,800  
\$5.82  
\$69.83

Rental Comp #3



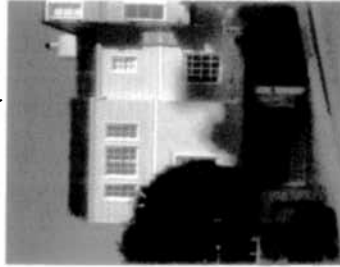
Corporate Housing By Owner  
2688 Greenwich Street  
Broderick Street  
1,500  
Flat, 6/3/2, 1 car garage space  
\$10,000  
\$6.67  
\$80.00

Rental Comp #4



Corporate Housing By Owner  
944 Vallejo Street  
Taylor Street  
1,500  
Flat, 7/3/1, no garage  
\$7,250  
\$4.83  
\$58.00

Rental Comp #5



**Listing Agent:**  
**Address:**  
**Cross Streets:**  
**SF:**  
**Layout:**


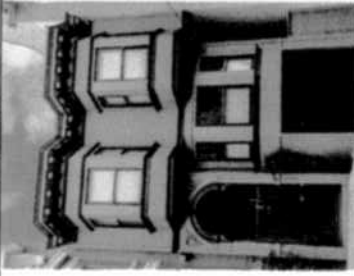

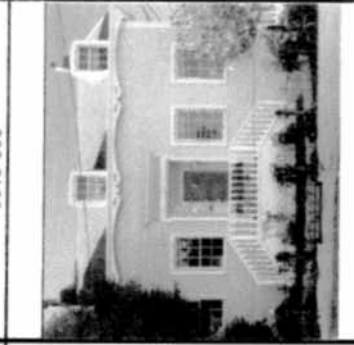
Nina Style 415-447-8720  
2342 Octavia Street  
Pacific Avenue  
2,945  
SFR, 7/4/3, 1 car garage

Rental Comp #6



J. Zimmermann 415-901-5779  
2254 Leavenworth Street  
Lombard Street  
3,100  
SFR, 10/4/4, 1 car garage

# SALES COMPARISON APPROACH

APN	Subject 0127-007	Sale 1 0187-031	Sale 2 0499-005	Sale 3 0516-006
				
Address	1036 Vallejo St	1335 Jackson St	2820 Van Ness Ave	3027 Webster St
		\$3,200,000	\$2,100,000	\$2,350,000
Date of Valuation/Sale	Description 07/01/16	Description 05/16/16	Description 9/2/2015	Description 01/15/16
Neighborhood	Russian Hill	Nob Hill	Russian Hill	Cow Hollow
Proximity to Subject				
Lot Size	4,146	3,262	2,722	1,816
View	None	None	None	None
Year Bldg/Year Renovated	1906	1906	1919	1906
Condition	Poor	Good	Good	Good
Construction Quality	Good	Good	Good	Good
Gross Living Area	2,675	\$121,600	\$150,000	\$269,200
Total Rooms	8	7	7	9
Bedrooms	4	4	3	3
Bathrooms	3	3.5	3	3.5
Stories	2	2	2	2
Parking	None	2 car	1 car	1 car
		(\$200,000)	(\$100,000)	(\$100,000)
Net Adjustments				
Indicated Value	\$1,780,000	(\$325,000)	\$42,400	\$167,200
Adjust. \$ Per Sq. Ft.	\$665	\$2,875,000	\$2,142,400	\$2,517,200
		\$1,213	\$931	\$1,257

VALUE RANGE: \$2,142,400 to \$2,875,000

VALUE CONCLUSION: \$2,500,000

REMARKS: Lot size adjustment is \$100 per square foot. Condition adjustments based on MLS photos of comps. GLA adjustment is \$400 per square foot. Bath adjustment is \$35,000 for a half bath. Parking space adjustment is \$100,000 per space.

# MILLS ACT APPLICATION

# APPLICATION FOR Mills Act Historical Property Contract

Applications must be submitted in both hard copy and digital copy form to the Planning Department at 1650 Mission St., Suite 400 by May 1st in order to comply with the timelines established in the Application Guide. Please submit only the Application and required documents.

## 1. Owner/Applicant Information (If more than three owners, attach additional sheets as necessary.)

PROPERTY OWNER 1 NAME: <b>Kian Beyzavi</b>	TELEPHONE: <b>(415) 386-2845</b>
PROPERTY OWNER 1 ADDRESS: <b>227 14th Ave SF 94118</b>	EMAIL: <b>kbeyzavi@gmail.com</b>

PROPERTY OWNER 2 NAME: <b>Hamid Amiri</b>	TELEPHONE: <b>(510) 552-5501</b>
PROPERTY OWNER 2 ADDRESS: <b>same as above</b>	EMAIL: <b>dentisthamid@gmail.com</b>

PROPERTY OWNER 3 NAME:	TELEPHONE: ( )
PROPERTY OWNER 3 ADDRESS:	EMAIL:

## 2. Subject Property Information

PROPERTY ADDRESS: <b>1036 Vallejo Street</b>	ZIP CODE: <b>94133</b>
PROPERTY PURCHASE DATE: <b>09/01/2015</b>	ASSESSOR BLOCK/LOT(S): <b>0127/007</b>
MOST RECENT ASSESSED VALUE: <b>\$2,000,000</b>	ZONING DISTRICT: <b>RH-2</b>

Are taxes on all property owned within the City and County of San Francisco paid to date? YES ☒ NO ☐

Is the entire property owner-occupied? **Conditions too poor to live in or rent** YES ☒ NO ☒

If No, please provide an approximate square footage for owner-occupied areas vs. rental income (non-owner-occupied areas) on a separate sheet of paper.

Do you own other property in the City and County of San Francisco? YES ☒ NO ☐

If Yes, please list the addresses for all other property owned within the City of San Francisco on a separate sheet of paper.

Are there any outstanding enforcement cases on the property from the San Francisco Planning Department or the Department of Building Inspection? YES ☐ NO ☒

If Yes, all outstanding enforcement cases must be abated and closed for eligibility for the Mills Act.

I/we am/are the present owner(s) of the property described above and hereby apply for an historical property contract. By signing below, I affirm that all information provided in this application is true and correct. I further swear and affirm that false information will be subject to penalty and revocation of the Mills Act Contract.

Owner Signature: *Kian Beyzavi* Date: 4/29/16

Owner Signature: *H. Amiri* Date: 4/29/16

Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

CITY & COUNTY OF S.F.  
PLANNING DEPARTMENT  
RECEPTION DESK

APR 29 2016

RECEIVED

### 3. Property Value Eligibility:

Choose one of the following options:

The property is a Residential Building valued at less than \$3,000,000.

YES ☒ NO ☐

The property is a Commercial/Industrial Building valued at less than \$5,000,000.

YES ☐ NO ☒

\*If the property value exceeds these options, please complete the following: Application of Exemption.

### Application for Exemption from Property Tax Valuation

If answered "no" to either question above please explain on a separate sheet of paper, how the property meets the following two criteria and why it should be exempt from the property tax valuations.

1. The site, building, or object, or structure is a particularly significant resource and represents an exceptional example of an architectural style, the work of a master, or is associated with the lives of significant persons or events important to local or natural history; or
2. Granting the exemption will assist in the preservation of a site, building, or object, or structure that would otherwise be in danger of demolition, substantial alteration, or disrepair. (A Historic Structures Report, completed by a qualified historic preservation consultant, must be submitted in order to meet this requirement.)

### 4. Property Tax Bill

All property owners are required to attach a copy of their recent property tax bill.

PROPERTY OWNER NAMES:
Kian Beyzavi/Hamid Amiri
MOST RECENT ASSESSED PROPERTY VALUE:
\$2000000
PROPERTY ADDRESS:
1036 Vallejo St

### 5. Other Information

All property owners are required to attach a copy of all other information as outlined in the checklist on page 7 of this application.

By signing below, I/we acknowledge that I/we am/are the owner(s) of the structure referenced above and by applying for exemption from the limitations certify, under the penalty of perjury, that the information attached and provided is accurate.

Owner Signature: Kian Beyzavi

Date: 4, 29, 16

Owner Signature: H. Amiri

Date: 4, 29, 16

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

Date: \_\_\_\_\_



Appendix to Mills Act Application for 1036 Vallejo st

Owners: Kian Beyzavi, Hamid Amiri

Other property owned in the city of San Francisco and elsewhere:

1. 227, 14<sup>th</sup> ave, San Francisco, CA 94118
2. 690-694 6<sup>th</sup> ave, San Francisco, CA 94118

## 5. Rehabilitation/Restoration & Maintenance Plan

A 10 Year Rehabilitation/Restoration Plan has been submitted detailing work to be performed on the subject property YES ☒ NO ☐

A 10 Year Maintenance Plan has been submitted detailing work to be performed on the subject property YES ☒ NO ☐

Proposed work will meet the *Secretary of the Interior's Standards for the Treatment of Historic Properties* and/or the California Historic Building Code. YES ☒ NO ☐

Property owner will ensure that a portion of the Mills Act tax savings will be used to finance the preservation, rehabilitation, and maintenance of the property YES ☒ NO ☐

Use this form to outline your rehabilitation/restoration plan. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed rehabilitation work (if applicable) and continue with work you propose to complete within the next ten years, followed by your proposed maintenance work. Arranging all scopes of work in order of priority.

Please note that *all applicable Codes and Guidelines apply to all work*, including the Planning Code and Building Code. If components of the proposed Plan require approvals by the Historic Preservation Commission, Planning Commission, Zoning Administrator, or any other government body, these **approvals must be secured prior to applying for a Mills Act Historical Property Contract**. This plan will be included along with any other supporting documents as part of the Mills Act Historical Property contract.

# _____ (Provide a scope number)	BUILDING FEATURE:
Rehab/Restoration <input type="checkbox"/>	Maintenance <input type="checkbox"/>
Completed <input type="checkbox"/>	Proposed <input type="checkbox"/>
CONTRACT YEAR FOR WORK COMPLETION:	
TOTAL COST (rounded to nearest dollar):	
DESCRIPTION OF WORK:	
Next page	

## 6. Draft Mills Act Historical Property Agreement

Please complete the following Draft Mills Act Historical Property Agreement and submit with your application. A final Mills Act Historical Property Agreement will be issued by the City Attorney once the Board of Supervisors approves the contract. The contract is not in effect until it is fully executed and recorded with the Office of the Assessor-Recorder.

Any modifications made to this standard City contract by the applicant or if an independently-prepared contract is used, it shall be subject to approval by the City Attorney prior to consideration by the Historic Preservation Commission and the Board of Supervisors. This will result in additional application processing time and the timeline provided in the application will be nullified.

Recording Requested by,  
and when recorded, send notice to:  
Director of Planning  
1650 Mission Street  
San Francisco, California 94103-2414

## California Mills Act Historical Property Agreement

### Marshall House Russian Hill

PROPERTY NAME (IF ANY)

1036 Vallejo St

PROPERTY ADDRESS

San Francisco, California

THIS AGREEMENT is entered into by and between the City and County of San Francisco, a California municipal corporation ("City") and Kian Beyzavi/Hamid Amiri ("Owner/s").

### RECITALS

Owners are the owners of the property located at 1036 Vallejo St, in San Francisco, California  
0127 / 007. The building located at 1036 Vallejo St

BLOCK NUMBER

LOT NUMBER

PROPERTY ADDRESS

is designated as residential (e.g. "a City Landmark pursuant to Article 10 of the Planning Code") and is also known as the Marshal Houses Russian Hill

HISTORIC NAME OF PROPERTY (IF ANY)

Owners desire to execute a rehabilitation and ongoing maintenance project for the Historic Property. Owners' application calls for the rehabilitation and restoration of the Historic Property according to established preservation standards, which it estimates will cost approximately one hundred fifty seven thousands (\$157,000). See Rehabilitation Plan, Exhibit A.

AMOUNT IN WORD FORMAT

AMOUNT IN NUMERICAL FORMAT

Owners' application calls for the maintenance of the Historic Property according to established preservation standards, which is estimated will cost approximately eight thousands (\$8,000) annually. See Maintenance Plan, Exhibit B.

AMOUNT IN WORD FORMAT

AMOUNT IN NUMERICAL FORMAT

The State of California has adopted the "Mills Act" (California Government Code Sections 50280-50290, and California Revenue & Taxation Code, Article 1.9 [Section 439 et seq.] authorizing local governments to enter into agreements with property owners to potentially reduce their property taxes in return for improvement to and maintenance of historic properties. The City has adopted enabling legislation, San Francisco Administrative Code Chapter 71, authorizing it to participate in the Mills Act program.

Owners desire to enter into a Mills Act Agreement (also referred to as a "Historic Property Agreement") with the City to help mitigate its anticipated expenditures to restore and maintain the Historic Property. The City is willing to enter into such Agreement to mitigate these expenditures and to induce Owners to restore and maintain the Historic Property in excellent condition in the future.

NOW, THEREFORE, in consideration of the mutual obligations, covenants, and conditions contained herein, the parties hereto do agree as follows:

## 1. Application of Mills Act.

The benefits, privileges, restrictions and obligations provided for in the Mills Act shall be applied to the Historic Property during the time that this Agreement is in effect commencing from the date of recordation of this Agreement.

## 2. Rehabilitation of the Historic Property.

Owners shall undertake and complete the work set forth in Exhibit A ("Rehabilitation Plan") attached hereto according to certain standards and requirements. Such standards and requirements shall include, but not be limited to: the Secretary of the Interior's Standards for the Treatment of Historic Properties ("Secretary's Standards"); the rules and regulations of the Office of Historic Preservation of the California Department of Parks and Recreation ("OHP Rules and Regulations"); the State Historical Building Code as determined applicable by the City; all applicable building safety standards; and the requirements of the Historic Preservation Commission, the Planning Commission, and the Board of Supervisors, including but not limited to any Certificates of Appropriateness approved under Planning Code Article 10. The Owners shall proceed diligently in applying for any necessary permits for the work and shall apply for such permits not less than six (6) months after recordation of this Agreement, shall commence the work within six (6) months of receipt of necessary permits, and shall complete the work within three (3) years from the date of receipt of permits. Upon written request by the Owners, the Zoning Administrator, at his or her discretion, may grant an extension of the time periods set forth in this paragraph. Owners may apply for an extension by a letter to the Zoning Administrator, and the Zoning Administrator may grant the extension by letter without a hearing. Work shall be deemed complete when the Director of Planning determines that the Historic Property has been rehabilitated in accordance with the standards set forth in this Paragraph. Failure to timely complete the work shall result in cancellation of this Agreement as set forth in Paragraphs 13 and 14 herein.

## 3. Maintenance.

Owners shall maintain the Historic Property during the time this Agreement is in effect in accordance with the standards for maintenance set forth in Exhibit B ("Maintenance Plan"), the Secretary's Standards; the OHP Rules and Regulations; the State Historical Building Code as determined applicable by the City; all applicable building safety standards; and the requirements of the Historic Preservation Commission, the Planning Commission, and the Board of Supervisors, including but not limited to any Certificates of Appropriateness approved under Planning Code Article 10.

## 4. Damage.

Should the Historic Property incur damage from any cause whatsoever, which damages fifty percent (50%) or less of the Historic Property, Owners shall replace and repair the damaged area(s) of the Historic Property. For repairs that do not require a permit, Owners shall commence the repair work within thirty (30) days of incurring the damage and shall diligently prosecute the repair to completion within a reasonable period of time, as determined by the City. Where specialized services are required due to the nature of the work and the historic character of the features damaged, "commence the repair work" within the meaning of this paragraph may include contracting for repair services. For repairs that require a permit(s), Owners shall proceed diligently in applying for any necessary permits for the work and shall apply for such permits not less than sixty (60) days after the damage has been incurred, commence the repair work within one hundred twenty (120) days of receipt of the required permit(s), and shall diligently prosecute the repair to completion within a reasonable period of time, as determined by the City. Upon written request by the Owners, the Zoning Administrator, at his or her discretion, may grant an extension of the time periods set forth in this paragraph. Owners may apply for an extension by a letter to the Zoning Administrator, and the Zoning Administrator may grant the extension by letter without a hearing. All repair work shall comply with the design and standards established for the Historic Property in Exhibits A and B attached hereto and Paragraph 3 herein. In the case of damage to twenty percent (20%) or more of the Historic Property due to a catastrophic event, such as an earthquake, or in the case of damage from any cause whatsoever that destroys more than fifty percent (50%) of the Historic Property, the City and Owners may mutually agree to terminate this Agreement. Upon such termination, Owners shall not be obligated to pay the cancellation fee set forth in Paragraph 14 of this Agreement. Upon such termination, the City shall assess the full value of the Historic Property without regard to any restriction imposed upon the Historic Property by this Agreement and Owners shall pay property taxes to the City based upon the valuation of the Historic Property as of the date of termination.

## 5. Insurance.

Owners shall secure adequate property insurance to meet Owners' repair and replacement obligations under this Agreement and shall submit evidence of such insurance to the City upon request.

## 6. Inspections.

Owners shall permit periodic examination of the exterior and interior of the Historic Property by representatives of the Historic Preservation Commission, the City's Assessor, the Department of Building Inspection, the Planning Department, the Office of Historic Preservation of the California Department of Parks and Recreation, and the State Board of Equalization, upon seventy-two (72) hours advance notice, to monitor Owners' compliance with the terms of this Agreement. Owners shall provide all reasonable information and documentation about the Historic Property demonstrating compliance with this Agreement as requested by any of the above-referenced representatives.

## 7. Term.

This Agreement shall be effective upon the date of its recordation and shall be in effect for a term of ten years from such date ("Initial Term"). As provided in Government Code section 50282, one year shall be added automatically to the Initial Term, on each anniversary date of this Agreement, unless notice of nonrenewal is given as set forth in Paragraph 10 herein.

## 8. Valuation.

Pursuant to Section 439.4 of the California Revenue and Taxation Code, as amended from time to time, this Agreement must have been signed, accepted and recorded on or before the lien date (January 1) for a fiscal year (the following July 1-June 30) for the Historic Property to be valued under the taxation provisions of the Mills Act for that fiscal year.

## 9. Termination.

In the event Owners terminates this Agreement during the Initial Term, Owners shall pay the Cancellation Fee as set forth in Paragraph 15 herein. In addition, the City Assessor-Recorder shall determine the fair market value of the Historic Property without regard to any restriction imposed on the Historic Property by this Agreement and shall reassess the property taxes payable for the fair market value of the Historic Property as of the date of Termination without regard to any restrictions imposed on the Historic Property by this Agreement. Such reassessment of the property taxes for the Historic Property shall be effective and payable six (6) months from the date of Termination.

## 10. Notice of Nonrenewal.

If in any year after the Initial Term of this Agreement has expired either the Owners or the City desires not to renew this Agreement that party shall serve written notice on the other party in advance of the annual renewal date. Unless the Owners serves written notice to the City at least ninety (90) days prior to the date of renewal or the City serves written notice to the Owners sixty (60) days prior to the date of renewal, one year shall be automatically added to the term of the Agreement. The Board of Supervisors shall make the City's determination that this Agreement shall not be renewed and shall send a notice of nonrenewal to the Owners. Upon receipt by the Owners of a notice of nonrenewal from the City, Owners may make a written protest. At any time prior to the renewal date, City may withdraw its notice of nonrenewal. If in any year after the expiration of the Initial Term of the Agreement, either party serves notice of nonrenewal of this Agreement, this Agreement shall remain in effect for the balance of the period remaining since the execution of the last renewal of the Agreement.

## 11. Payment of Fees.

Within one month of the execution of this Agreement, City shall tender to Owners a written accounting of its reasonable costs related to the preparation and approval of the Agreement as provided for in Government Code Section 50281.1 and San Francisco Administrative Code Section 71.6. Owners shall promptly pay the requested amount within forty-five (45) days of receipt.

## 12. Default.

An event of default under this Agreement may be any one of the following:

- (a) Owners' failure to timely complete the rehabilitation work set forth in Exhibit A in accordance with the standards set forth in Paragraph 2 herein;
- (b) Owners' failure to maintain the Historic Property in accordance with the requirements of Paragraph 3 herein;
- (c) Owners' failure to repair any damage to the Historic Property in a timely manner as provided in Paragraph 4 herein;
- (d) Owners' failure to allow any inspections as provided in Paragraph 6 herein;
- (e) Owners' termination of this Agreement during the Initial Term;
- (f) Owners' failure to pay any fees requested by the City as provided in Paragraph 11 herein;
- (g) Owners' failure to maintain adequate insurance for the replacement cost of the Historic Property; or
- (h) Owners' failure to comply with any other provision of this Agreement.

An event of default shall result in cancellation of this Agreement as set forth in Paragraphs 13 and 14 herein and payment of the cancellation fee and all property taxes due upon the Assessor's determination of the full value of the Historic Property as set forth in Paragraph 14 herein. In order to determine whether an event of default has occurred, the Board of Supervisors shall conduct a public hearing as set forth in Paragraph 13 herein prior to cancellation of this Agreement.

### 13. Cancellation.

As provided for in Government Code Section 50284, City may initiate proceedings to cancel this Agreement if it makes a reasonable determination that Owners have breached any condition or covenant contained in this Agreement, has defaulted as provided in Paragraph 12 herein, or has allowed the Historic Property to deteriorate such that the safety and integrity of the Historic Property is threatened or it would no longer meet the standards for a Qualified Historic Property. In order to cancel this Agreement, City shall provide notice to the Owners and to the public and conduct a public hearing before the Board of Supervisors as provided for in Government Code Section 50285. The Board of Supervisors shall determine whether this Agreement should be cancelled. The cancellation must be provided to the Office of the Assessor-Recorder for recordation.

### 14. Cancellation Fee.

If the City cancels this Agreement as set forth in Paragraph 13 above, Owners shall pay a cancellation fee of twelve and one-half percent (12.5%) of the fair market value of the Historic Property at the time of cancellation. The City Assessor shall determine fair market value of the Historic Property without regard to any restriction imposed on the Historic Property by this Agreement. The cancellation fee shall be paid to the City Tax Collector at such time and in such manner as the City shall prescribe. As of the date of cancellation, the Owners shall pay property taxes to the City without regard to any restriction imposed on the Historic Property by this Agreement and based upon the Assessor's determination of the fair market value of the Historic Property as of the date of cancellation.

### 15. Enforcement of Agreement.

In lieu of the above provision to cancel the Agreement, the City may bring an action to specifically enforce or to enjoin any breach of any condition or covenant of this Agreement. Should the City determine that the Owners has breached this Agreement, the City shall give the Owners written notice by registered or certified mail setting forth the grounds for the breach. If the Owners do not correct the breach, or if it does not undertake and diligently pursue corrective action, to the reasonable satisfaction of the City within thirty (30) days from the date of receipt of the notice, then the City may, without further notice, initiate default procedures under this Agreement as set forth in Paragraph 13 and bring any action necessary to enforce the obligations of the Owners set forth in this Agreement. The City does not waive any claim of default by the Owners if it does not enforce or cancel this Agreement.

### 16. Indemnification.

The Owners shall indemnify, defend, and hold harmless the City and all of its boards, commissions, departments, agencies, agents and employees (individually and collectively, the "City") from and against any and all liabilities, losses, costs, claims, judgments, settlements, damages, liens, fines, penalties and expenses incurred in connection with or arising in whole or in part from: (a) any accident, injury to or death of a person, loss of or damage to property occurring in or about the Historic Property; (b) the use or occupancy of the Historic Property by the Owners, their Agents or Invitees; (c) the condition of the Historic Property; (d) any construction or other work undertaken by Owners on the Historic Property; or (e) any claims by unit or interval Owners for property tax reductions in excess those provided for under this Agreement. This indemnification shall include, without limitation, reasonable fees for attorneys, consultants, and experts and related costs that may be incurred by the City and all indemnified parties specified in this Paragraph and the City's cost of investigating any claim. In addition to Owners' obligation to indemnify City, Owners specifically acknowledge and agree that they have an immediate and independent obligation to defend City from any claim that actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false, or fraudulent, which obligation arises at the time such claim is tendered to Owners by City, and continues at all times thereafter. The Owners' obligations under this Paragraph shall survive termination of this Agreement.

### 17. Eminent Domain.

In the event that a public agency acquires the Historic Property in whole or part by eminent domain or other similar action, this Agreement shall be cancelled and no cancellation fee imposed as provided by Government Code Section 50288.

### 18. Binding on Successors and Assigns.

The covenants, benefits, restrictions, and obligations contained in this Agreement shall be deemed to run with the land and shall be binding upon and inure to the benefit of all successors and assigns in interest of the Owners.

19. Legal Fees.

In the event that either the City or the Owners fail to perform any of their obligations under this Agreement or in the event a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the prevailing party may recover all costs and expenses incurred in enforcing or establishing its rights hereunder, including reasonable attorneys' fees, in addition to court costs and any other relief ordered by a court of competent jurisdiction. Reasonable attorneys fees of the City's Office of the City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience who practice in the City of San Francisco in law firms with approximately the same number of attorneys as employed by the Office of the City Attorney.

20. Governing Law.

This Agreement shall be construed and enforced in accordance with the laws of the State of California.

21. Recordation.

The contract will not be considered final until this agreement has been recorded with the Office of the Assessor-Recorder of the City and County of San Francisco.

22. Amendments.

This Agreement may be amended in whole or in part only by a written recorded instrument executed by the parties hereto in the same manner as this Agreement.

23. No Implied Waiver.

No failure by the City to insist on the strict performance of any obligation of the Owners under this Agreement or to exercise any right, power, or remedy arising out of a breach hereof shall constitute a waiver of such breach or of the City's right to demand strict compliance with any terms of this Agreement.

24. Authority.

If the Owners sign as a corporation or a partnership, each of the persons executing this Agreement on behalf of the Owners does hereby covenant and warrant that such entity is a duly authorized and existing entity, that such entity has and is qualified to do business in California, that the Owner has full right and authority to enter into this Agreement, and that each and all of the persons signing on behalf of the Owners are authorized to do so.

25. Severability.

If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

26. Tropical Hardwood Ban.

The City urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood or tropical hardwood product.

27. Charter Provisions.

This Agreement is governed by and subject to the provisions of the Charter of the City.



28. Signatures.

This Agreement may be signed and dated in parts

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as follows:

**CARMEN CHU**  
ASSESSOR-RECORDER  
CITY & COUNTY OF SAN FRANCISCO

Date

**JOHN RAHAIM**  
DIRECTOR OF PLANNING  
CITY & COUNTY OF SAN FRANCISCO

Date

APPROVED AS PER FORM:  
**DENNIS HERRERA**  
CITY ATTORNEY  
CITY & COUNTY OF SAN FRANCISCO

Signature

Date

Print name  
DEPUTY CITY ATTORNEY

*H. Amir* 4/28/16  
Signature Date  
*Hamid Amir*  
Print name  
OWNER

*Krauder B* 4/28/16  
Signature Date  
*Kian Beyzai*  
Print name  
OWNER

Owner/s' signatures must be notarized. Attach notary forms to the end of this agreement.  
(If more than one owner, add additional signature lines. All owners must sign this agreement.)

7. Notary Acknowledgment Form

The notarized signature of the majority representative owner or owners, as established by deed or contract, of the subject property or properties is required for the filing of this application. (Additional sheets may be attached.)

State of California

County of: \_\_\_\_\_

On: \_\_\_\_\_  
DATE

before me, \_\_\_\_\_  
INSERT NAME OF THE OFFICER

NOTARY PUBLIC personally appeared: \_\_\_\_\_  
NAME(S) OF SIGNER(S)

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

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

WITNESS my hand and official seal.

SEE ATTACHED  
ACKNOWLEDGEMENT

SIGNATURE \_\_\_\_\_

( PLACE NOTARY SEAL ABOVE )

## ACKNOWLEDGMENT

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

State of California  
County of San Francisco )

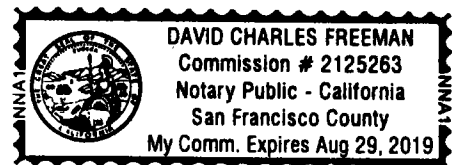
On 04/28/2016 before me, David Charles Freeman- Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

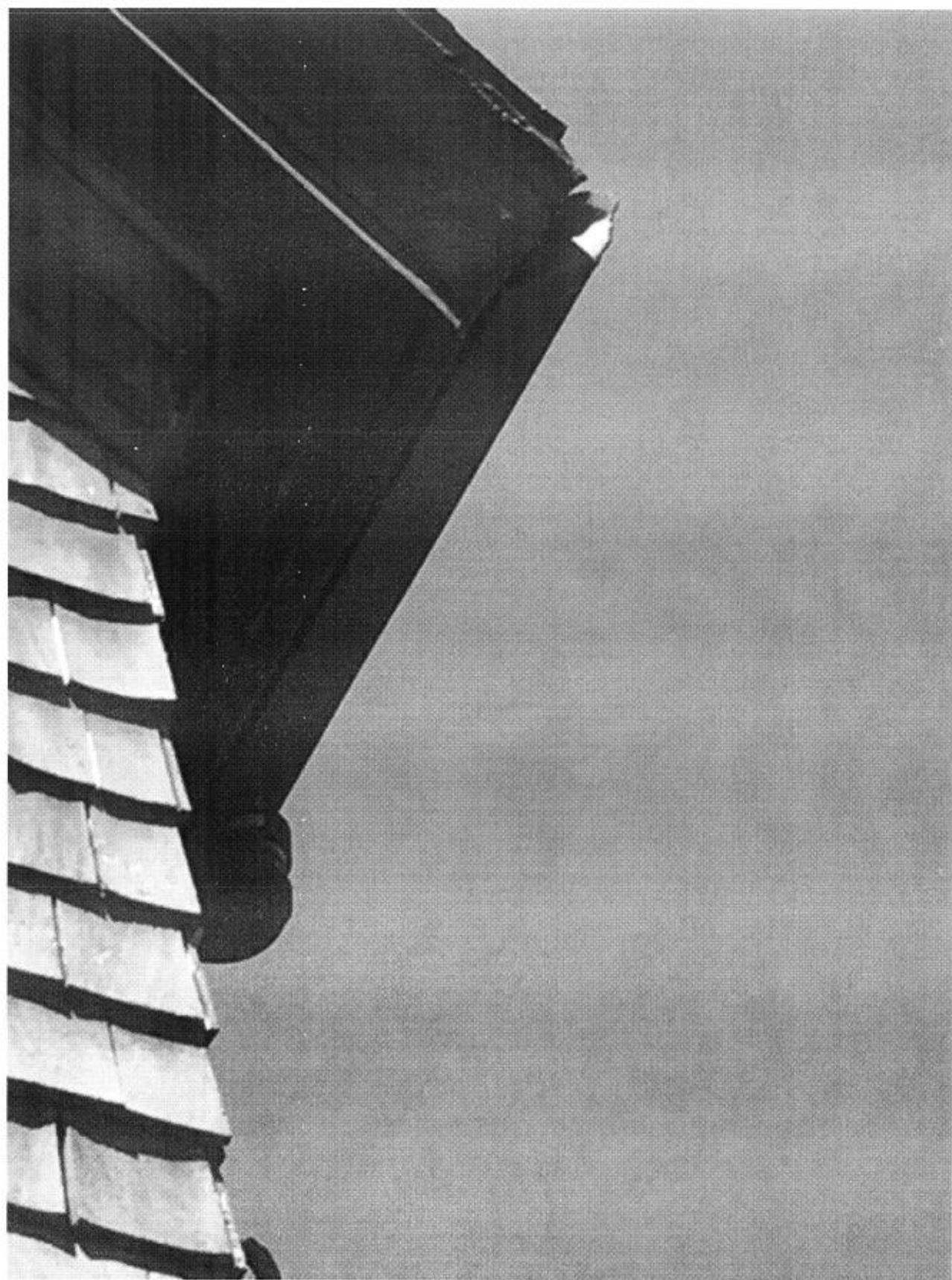
Signature  (Seal)







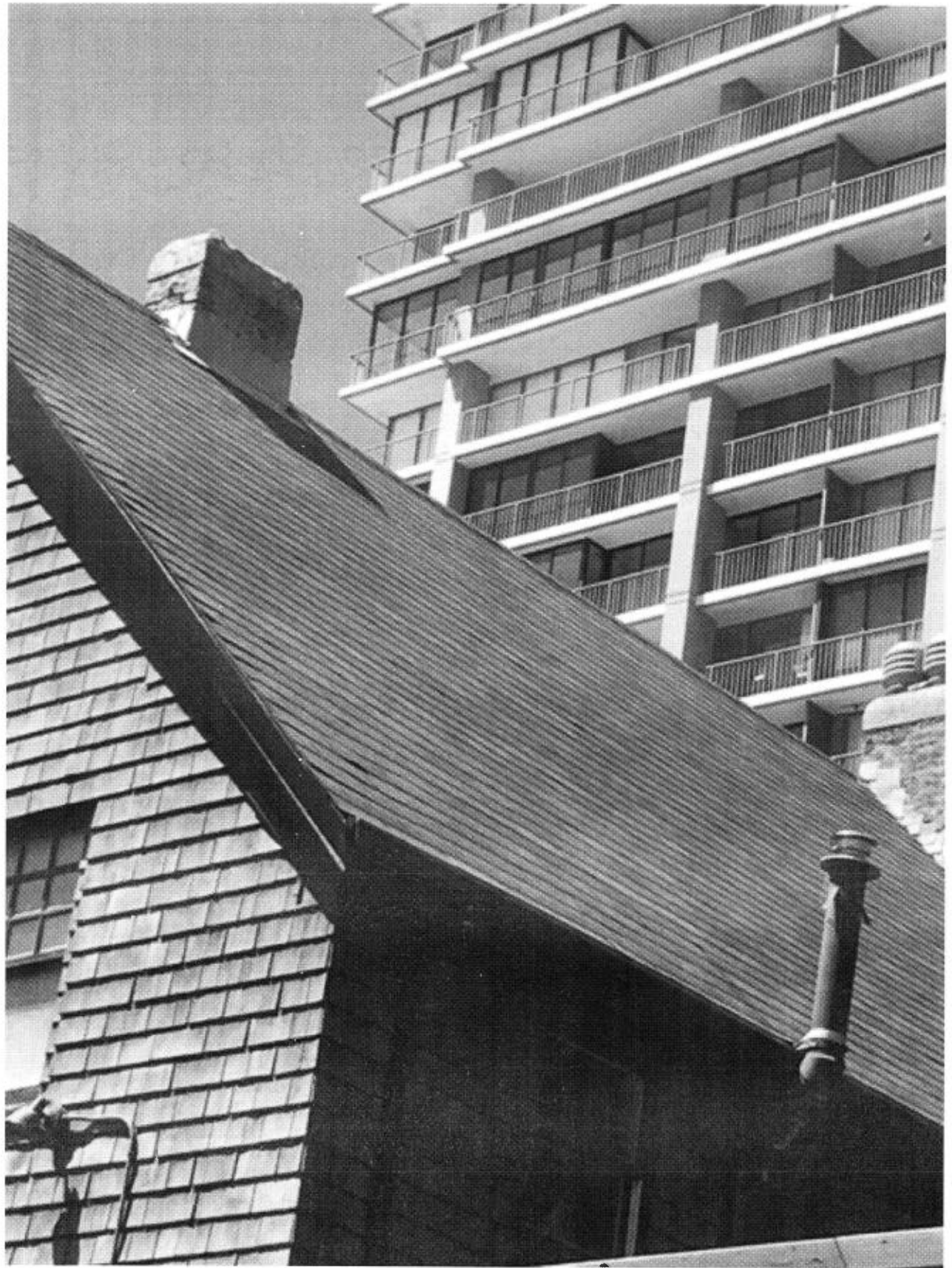










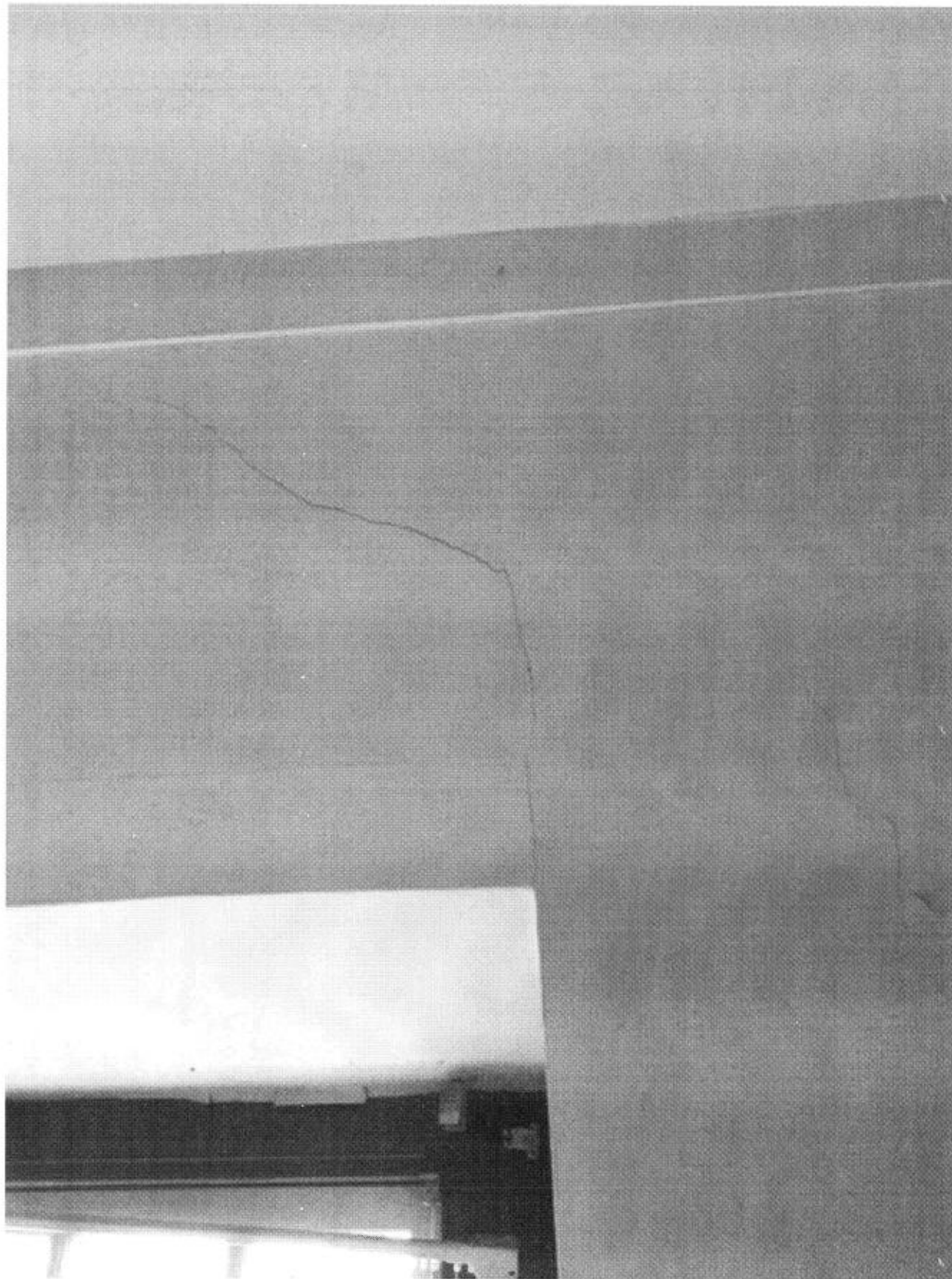


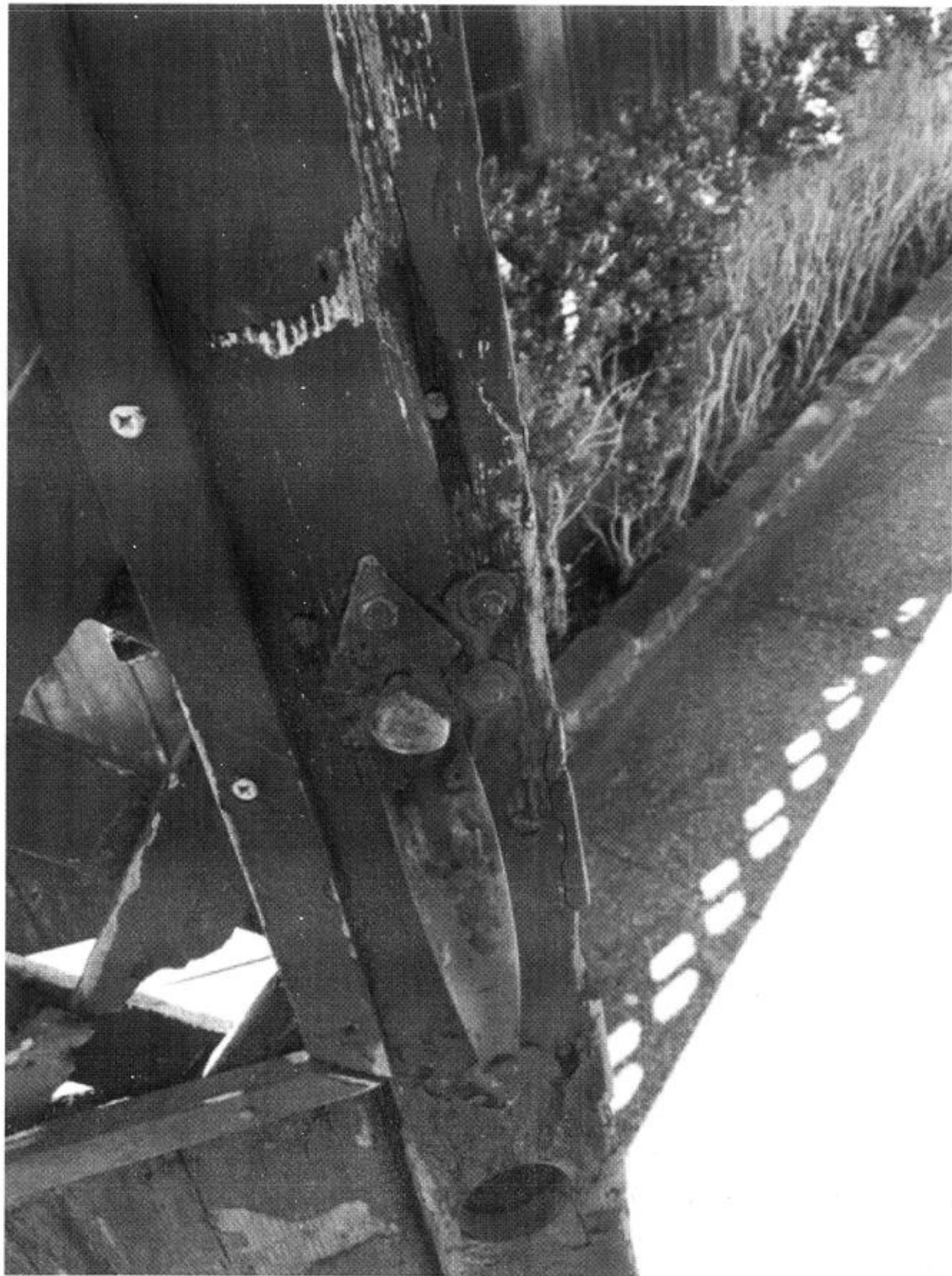






























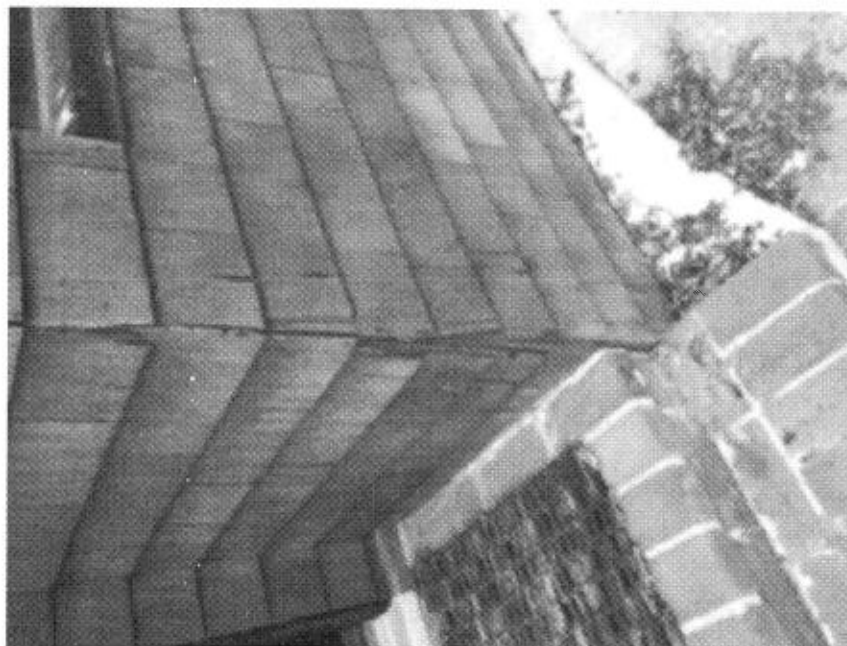


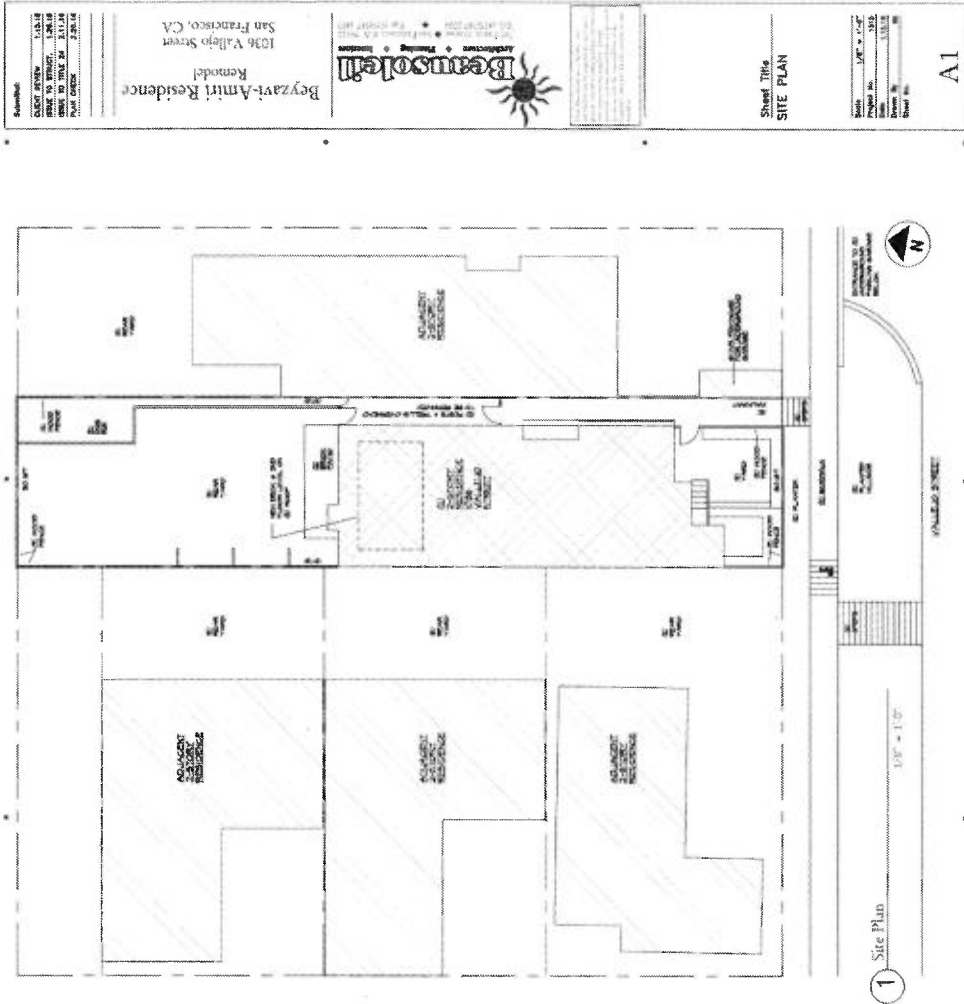












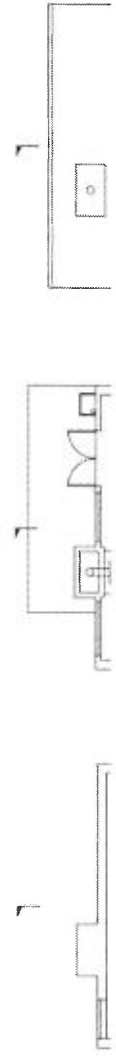
Item	Description	Date	Status
1	Kitchen	4/28/16	Complete
2	Living Area	4/28/16	Complete
3	Bedrooms	4/28/16	Complete
4	Bathrooms	4/28/16	Complete
5	Stairs	4/28/16	Complete
6	Landscaping	4/28/16	Complete
7	Other	4/28/16	Complete

LEGEND AND NOTES

EXISTING CONSTRUCTION

CONSTRUCTION TO BE REMOVED

NEW CONSTRUCTION



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Starred

Important

Chats

Sent Mail

Drafts (6)

All Mail



Hamid

**From:** [noreply@link2gov.com](mailto:noreply@link2gov.com)**Date:** November 3, 2015 at 8:19:18 AM PST**To:** [dentisthamid@yahoo.com](mailto:dentisthamid@yahoo.com)**Subject:** San Francisco Property Tax Receipt

Thank you for submitting your property tax payment info to the County of San Francisco using the FIS payment solution. We want to confirm that your payment information has been successfully received. Your payment will now be submitted for payment approval to your bank. Once your funds are received, your property tax account will be credited. This is the summary of your transaction.

Receipt Number:	<u>3656271643</u>
Property Tax Payment:	\$10,696.60
Convenience Fee:	<u>\$0.00</u>
Total Payment:	\$10,696.60

Transaction date/time: 11/03/2015 08:19:18 AM

Please note that it is your responsibility to ensure that your payment is made by the indicated delinquency dates. If your payment is past due as a result of a failed transaction, a 10% late fee will be assessed regardless of the date of the initial payment. If an installment becomes past due as a result of a failed transaction, a 10% late penalty and a \$45 fee will be assessed, regardless of the date of the payment attempt.

If you paid by electronic check ("E-Check") and the payment is rejected for ANY reason, a returned item fee of \$50 will be assessed in addition to the late penalty and fee amounts listed above. If your payment becomes past due.

Thank you.

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Starred

Important

Chats

Sent Mail

Drafts (6)

All Mail



Hamid

hamid amiri

Sent from my iPhone

Begin forwarded message:

**From:** [noreply@link2gov.com](mailto:noreply@link2gov.com)**Date:** January 3, 2015 at 2:49:41 PM PST**To:** [dentisthamid@yahoo.com](mailto:dentisthamid@yahoo.com)**Subject:** San Francisco Property Tax Receipt

Thank you for submitting your property tax payment info County of San Francisco using the FIS payment solution. to confirm that your payment information has been successful will now be submitted for payment approval to your bank. Once funds are received, your property tax account will be credited. Transaction date. This is the summary of your transaction:

Receipt Number: 3631731969

Property Tax Payment: \$10,902.20

Convenience Fee: \$0.00

Total Payment: \$10,902.20

Transaction date/time: 01/03/2015 02:49:40 PM



Click here to Desktop Forward

City & County of San Francisco  
**Treasurer & Tax Collector**



Office of the Treasurer & Tax Collector

Receipt Page

**Thank you for your Payment!**

Please note that it may take up to 5 business days to receive and process your payment. Successful transactions will be considered paid as of the date of this transaction. Unsuccessful transactions due to insufficient funds or user error must be successfully paid prior to the payment deadline together with any accompanying administrative fees in order to avoid late penalties.

Property Location:	1036 VALLEJO ST
Payment Amount:	\$1,980.80
Convenience Fee:	\$0.00
Receipt Number:	3673203842
Date and Time:	05/12/2016 06:26:09 AM
Total Payment Amount:	\$1,980.80
Block # / Lot #:	0127 / 007
Tax Bill #:	504212
Payment Type:	ECheck
Account Number:	XXXX-XX4227

To make a contribution to support vital City programs such as the arts, neighborhood beautification, disaster recovery, programs for the homeless, preservation of city services or recreation and parks services and facilities, please visit [www.Give2SF.org](http://www.Give2SF.org).

**PLEASE PRINT THIS RECEIPT AND KEEP IT FOR YOUR RECORDS**

FINISH

For questions about property tax, email the Office of the Treasurer & Tax Collector [treasurer.taxcollector@sfgov.org](mailto:treasurer.taxcollector@sfgov.org) or dial 311 (within San Francisco only) or 415-701-2311.

**Online Payment Support**

For support on making payments via the web please e-mail [support@link2gov.com](mailto:support@link2gov.com)

Office of the Treasurer & Tax Collector . City Hall, Room 140, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102

[Contact Us](#)

[Visit San Francisco's 311 online](#)

City & County of San Francisco  
**Treasurer & Tax Collector**



**Office of the Treasurer & Tax Collector**

**Secured Property Tax Information & Payment – Property Information**  
**Tax Year 2015 - 2016**

Supplemental tax bills for this property have been issued. Please check the Supplemental Tax roll.

All installments have been paid.

Prior Year Secured Tax Payment Information

[2014-2015](#)  
[2013-2014](#)  
[2012-2013](#)  
[2011-2012](#)  
[2010-2011](#)

**Mailing Information**

Change of Address Form [Click Here](#).

**Property**

<u>Vol #</u>	<u>Block #</u>	<u>Lot #</u>	<u>Account #</u>	<u>Tax Bill #</u>	<u>Tax Rate</u>	<u>Property Location</u>
02	0127	007	012700070	006146	1.1826 %	1036 VALLEJO ST

**Assessment Information**

<u>Assessment</u>	<u>Full Value</u>	<u>Tax Rate</u>	<u>Amount</u>
<b>LAND</b>			
Impr/Structural	\$1,243,671	1.1826 %	\$14,707.65
Impr/Fixtures	\$533,001		\$6,303.26
Personal Property			\$0.00
Gross Taxable Value	\$1,776,672		\$21,010.92
<b>LESS: Exemptions</b>			
<u>Homeowner's</u>			\$0.00
Other			\$0.00
Net Taxable Value	\$1,776,672		\$21,010.92

**Direct Charges and/or Special Assessments**

<u>Code</u>	<u>Type</u>	<u>Phone #</u>	<u>Amount</u>
<b>29</b>	Rent Stabilization	(415) 252-4600	\$37.00
89	SFUSD Facility Dist	(415) 355-2203	\$35.34
91	SFCCD Parcel Tax	(415) 487-2400	\$79.00
98	SF-Teacher Support	(415) 355-2203	\$230.94

Total Direct Charges and Special Assessments

\$382.28.

Total Due

\$21,393.20

**Payment Summary**

Choose how much of your property tax you wish to pay now by clicking one of the radio buttons in the left hand column below.

The second installment cannot be paid before the first installment is paid. Late penalties and fees are applied to payments made after their respective delinquency dates. The "Amount Due" indicated below already reflects applicable late penalties and fees, if any.

	Amount Due	Paid Date
Pay First Installment	\$0.00	11/03/15
Pay Second Installment	\$0.00	04/06/16
• Pay Full Amount	\$0.00	

[Continue](#)

### Frequently Asked Questions

#### **Online Payment Support**

For support on making payments via the web please e-mail [support@link2gov.com](mailto:support@link2gov.com)

Office of the Treasurer & Tax Collector    City Hall, Room 140, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102    [Contact Us](#)

[Visit San Francisco's 311 online](#)

**NOTICE OF SUPPLEMENTAL ASSESSMENT**

*[For counties in which the Board of Supervisors has not adopted the provisions of section 1605(c)]*

**CARMEN CHU, ASSESSOR-RECORDER**

CITY & COUNTY OF SAN FRANCISCO  
1 DR. CARLTON B. GOODLETT PLACE  
CITY HALL, ROOM 190  
SAN FRANCISCO, CA 94102  
ASSESSOR@SFGOV.ORG

**DATE OF NOTICE: March 8, 2016**

BEYZAVI KIANDOKHT & AMIRI HAMID  
1036 VALLEJO ST  
SAN FRANCISCO CA 94133

**Date of Change of Ownership**

or Completion of New Construction: September 1, 2015

**Assessor's Parcel Number: 02 127 7****Situs Address: 1036 VALLEJO ST**

One or more supplemental assessments have been determined for the property shown above. Supplemental assessments are determined in accordance with the California Constitution, article XIII A, which generally requires a current market value reassessment of real property that has either undergone a change in ownership or is newly constructed.

As shown below, a supplemental assessment represents the difference between the property's "new base year value" (for example, current market value) and its existing taxable value. If the change in ownership or completion of new construction occurred between January 1 and May 31, two supplemental assessments are issued: one for the difference between the new base year value and the taxable value appearing on the current assessment roll, and another for the difference between the new base year value and the taxable value that will appear on the assessment roll being prepared.

If a supplemental assessment is a negative amount, the county auditor will make a refund of a portion of the taxes paid on assessments made on the current roll, or the roll being prepared, or both. A copy of the assessment roll is available for inspection by all interested parties during regular office hours.

**YOUR RIGHT TO AN INFORMAL REVIEW**

If you believe this assessment is incorrect, you have the right to an informal review with the Assessor's staff. You may contact the Assessor's Office for an informal review at (415) 701-2311.

Year	New Base Year Value	Existing Taxable Value	Supplemental Assessment	Less Exemption	Net Taxable Value
2015	\$ 2,000,000	\$ 1,776,672	\$ 223,328	\$ 0	\$ 223,328

**EXEMPTIONS**

In general, any exemptions that have already been granted for this property remain in effect. If the assessee on the supplemental roll is eligible for an exemption of a greater amount, and a claim is filed for the next assessment year, then the difference in the amount between the two exemptions shall be applied to the supplemental assessment. Any claim previously filed by the owner of a dwelling for either the homeowners' exemption, the veterans' exemption, or the disabled veterans' exemption also constitutes a claim for such exemption on the supplemental roll. If no claim for any of these exemptions has previously been filed, or if you wish to file a claim for any other exemption, you may still be eligible for the exemption(s) if a claim is filed within 30 days after the date of this notice.



**Rinaldi Construction Co., Inc.**  
**223 14<sup>th</sup> Avenue**  
**San Francisco, CA 94118**  
**415-386-4901**

**April 14, 2016**

**Beyzavi-Amiri Residence**  
**1036 Vallejo St.**  
**San Francisco, CA**

**COSTS BREAKDOWN-**

Staging/demolition/shoring- \$ 34,000.00  
Excavation/foundations/structural- \$ 27,000.00  
Framing- \$ 110,000.00  
Electrical- \$ 44,000.00  
Plumbing- \$ 37,000.00  
HVAC- \$ 15,000.00  
Sheetrock/insulation- \$ 36,000.00  
Painting/scaffolding- \$ 35,000.00  
Roofing/flashing- \$ 14,000.00  
Ext. Trim/Shingles- \$ 33,000.00  
Interior staircase/trim work & doors/windows- \$ 98,000.00 (Allowance)  
Decking/railings- \$ 22,000.00 (Allowance)  
Flooring- \$ 39,000.00 (Allowance)  
Tile- \$ 24,000.00 (Labor only)  
Cabinetry- \$ 10,000.00 (Installation only)  
Fireplaces- \$ 8,000.00 (Allowance)  
Spiral Stairs- \$ 14,000.00 (Allowance)  
Finish Hardware- \$ 3,000.00 (Installation allowance)  
Permits/Inspections/Street Space fees- \$ 8,000.00  
Project Management- \$ 18,000.00

**Subtotal:** \$ 629,000.00

**Profit & Overhead: 18% -** **\$ 113,000.00**

**TOTAL:** \$ 742,000.00

**Owner's Responsibilities:**

- **Tile materials**
- **Cabinetry/counter tops**

- **Plumbing fixtures**
- **Appliances**
- **Hanging light fixtures**
- **Enclosures/mirrors**
- **Finish hardware**
- **Building permit/Special Inspections**
- **Landscaping**

Vanderwaard Custom, Inc.

dba **REVEAL PARTNERS**

License # 990864

Cost Estimate - Beyzavi-Amiri - 1036 Vallejo, San Francisco CA

March 23, 2016

Item CSI	Item Description	Cost	Notes
01.300	Permit Fees & Parking	12,000	
01.350	Project Management Offsite	40,000	
01.370	On-Site Supervision / Superintendent	80,000	10 months
01.500	Site Protection & Temp Facilities	4,000	Portable toilet, entry stair protection, misc. protection
01.600	Tools, Equipment Rental	2,000	
01.700	Clean Up / Labor / Material Handling	40,000	10 months, 1 man, full time
02.100	Hazardous Material Abatement	4,000	Asbestos
02.200	Demolition	50,000	Includes hauling and disposal
02.300	Earthwork/Grading	4,000	Structural steel footings
02.400	Shoring	4,000	
03.300	Concrete Specialties	4,000	All foundation work
04.400	Slab Stone/Countertops	16,000	Kitchen x 2, bathroom x 2
05.100	Structural Steel	5,000	
06.100	Rough Framing	49,000	\$40,000 labor & \$9,000 material
06.200	Exterior Finish Carpentry	11,000	Labor & materials
06.250	Interior Finish Carpentry	25,000	Labor & materials
06.270	Interior Stairs and Railings	30,000	Steel railing
06.290	Roof, Deck & Glass Railing	65,000	Roof membrane, roof skylight install, glass handrail, deck
06.400	Cabinetry	45,000	Kitchen, vanities x 3
07.200	Insulation	10,000	
07.300	Roofing and Membranes	16,000	
07.600	Sheet Metal Fabrication	3,000	Window & door flashing
07.700	Gutters and Downspouts	5,000	
08.200	Interior Doors	14,000	
08.500	Windows and Exterior Doors	25,000	
08.600	Skylight	20,000	
08.700	Finish Hardware	10,000	
08.800	Shower Glass and Mirrors	12,000	
09.200	Drywall	45,000	Level 5 smooth wall
09.210	Sound Insulation	7,500	As per detail level 1 & 2 ceiling only

09.300	Tile		57,000	Includes master, #1 & #2 bath, backsplash & materials as budget, per plans
09.600	Wood Flooring		42,000	Including the stairs
09.800	Carpet		10,000	
09.900	Painting		90,000	Interior and outside complete
10.300	Fireplace		1,000	Clean up existing living room fireplace
10.800	Bath Accessories		3,000	
11.400	Appliances		27,000	
15.100	Plumbing Rough and Trim		28,000	
15.400	Plumbing Fixtures		12,000	
15.700	Heating		20,000	
16.100	Electrical Rough and Trim		90,000	
16.500	Electrical Fixtures		10,000	
16.700	Communications/Data		2,000	
16.800	Sound and Video		5,000	
16.900	Punch List Items		8,000	Lead carpenter x 3 weeks
SUBTOTAL			1,062,500	
OH @ 20%			212,500	
CONTINGENCY 5%			53,125	
TOTAL			1,328,125	

**Mills Act Historical Property Contract  
Pre-Approval Inspection Report**

**May 2016  
1036 Vallejo Street**

**Property Information**

Address: 1036 Vallejo Street

Block/Lot: 0127/007

Zoning District: RH-2

Height & Bulk District: 40-X

Eligibility: Contributor to the Russian Hill-Vallejo Street Crest National Register Historic District

**Owner Information**

Name: Kian Beyzavi

Hamid Amiri

Address: 227 14<sup>th</sup> Ave  
San Francisco, CA 94118

Phone: 415-386-2845

Phone: 510-552-5501

Email: kbeyzavi@gmail.com

Email: dentisthamid@gmail.com

**Pre-Inspection**

☒ Application fee paid

☐ Record of calls or e-mails to applicant to schedule pre-contract inspection

5/2: Confirm receipt of application and schedule site visit.

Inspection scheduled on: 5/2

**Inspection Overview**

Date and time of inspection: 5/12/2016; 10:30am

Parties present: Shannon Ferguson, Department staff; Kian Beyzavi, Hamid Amiri, property owners

- ☒ Provide applicant with business cards
- ☒ Inform applicant of contract cancellation policy
- ☒ Inform applicant of monitoring process

Inspect property. If multi-family or commercial building, inspection included a:

- ☒ Thorough sample of units/spaces
- ☐ Representative
- ☐ Limited
- ☐ Review any recently completed and in progress work to confirm compliance with Contract.  
**n/a**
- ☒ Review areas of proposed work to ensure compliance with Contract.
- ☒ Review proposed maintenance work to ensure compliance with Contract.
- ☐ Identify and photograph any existing, non-compliant features to be returned to original condition during contract period. **n/a**

☒ **Yes**      ☐ **No**      Does the application and documentation accurately reflect the property's existing condition? If no, items/issues noted:

☒ **Yes**      ☐ **No**      Does the proposed scope of work appear to meet the Secretary of the Interior's Standards? If no, items/issues noted:

☐ **Yes**      ☐ **No**      Does the property meet the exemption criteria, including architectural style, work of a master architect, important persons or danger of deterioration or demolition without rehabilitation? If no, items/issues noted: **n/a**

☐ **Yes**      ☒ **No**      Conditions for approval? If yes, see below.

**Notes and Recommendations**

Foundation/Structural

Seismic completed by previous owner. May need additional upgrade

Exterior

Repair and repaint shingles, siding and trim

Roof

Replace roof and gutter system

Chimneys

n/a

Windows

Nearly all windows appear to be non-historic. Replace with new wood windows appropriate to style and age of house.

**Conditions for Approval**

None



**Photographs**







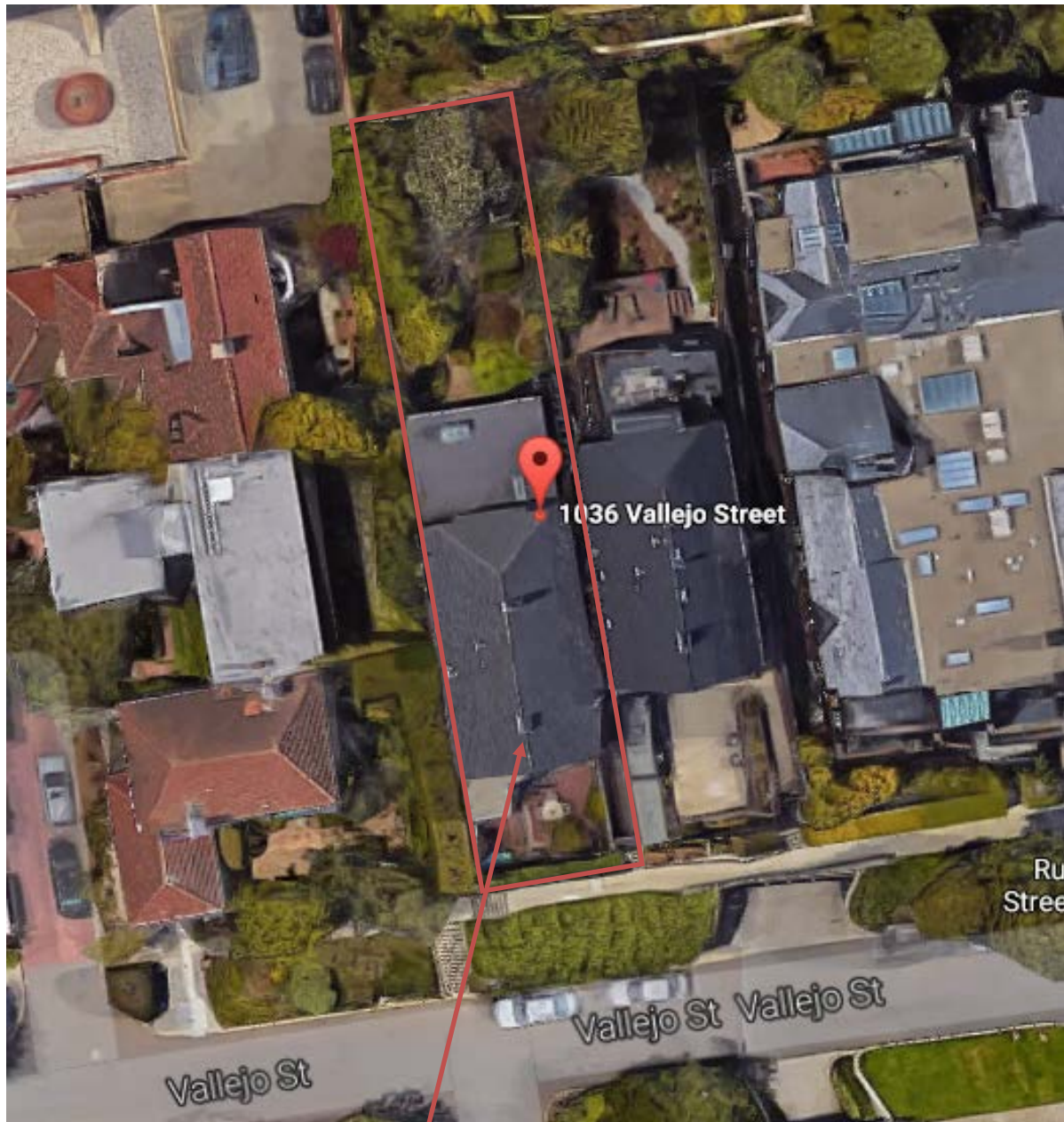


# SITE PHOTO





# AERIAL PHOTO



SUBJECT PROPERTY

1338 FILBERT STREET



# SAN FRANCISCO PLANNING DEPARTMENT

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## Historic Preservation Commission Resolution No. XXX

HEARING DATE OCTOBER 5, 2016

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

Reception:  
**415.558.6378**

Fax:  
**415.558.6409**

Planning  
Information:  
**415.558.6377**

*Hearing Date:* October 5, 2016  
*Filing Dates:* May 1, 2015  
*Case No.:* 2016-006229MLS  
*Project Address:* **1338 Filbert Street**  
*Landmark District:* City landmark No. 232, 1338 Filbert Cottages  
*Zoning:* RH-2 (Residential – House, Two Family)  
40-X Height and Bulk District  
*Block/Lot:* 0524/031-034  
*Applicant:* Dominique Lahaussais and David N. Low  
30 Blackstone Court  
San Francisco, CA 94123  
*Staff Contact:* Shannon Ferguson – (415) 575-9074  
shannon.ferguson@sfgov.org  
*Reviewed By:* Tim Frye – (415) 575-6822  
tim.frye@sfgov.org

### **ADOPTING FINDINGS RECOMMENDING TO THE BOARD OF SUPERVISORS APPROVAL OF THE MILLS ACT HISTORICAL PROPERTY CONTRACT, REHABILITATION PROGRAM, AND MAINTENANCE PLAN FOR 1338 FILBERT STREET:**

**WHEREAS,** The Mills Act, California Government Code Sections 50280 *et seq.* (“the Mills Act”) authorizes local governments to enter into contracts with owners of private historical property who assure the rehabilitation, restoration, preservation and maintenance of a qualified historical property; and

**WHEREAS,** In accordance with Article 1.9 (commencing with Section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code, the City and County of San Francisco may provide certain property tax reductions, such as those provided for in the Mills Act; and

**WHEREAS,** Ordinance No. 191-96 amended the San Francisco Administrative Code by adding Chapter 71, to implement Mills Act locally; and

**WHEREAS,** The Planning Department has determined that the actions contemplated in this Resolution are categorically exempt from with the California Environmental Quality Act (California Public Resources Code Sections 21000 *et seq.*) under section 15331; and

**WHEREAS**, The existing building located at 1338 Filbert Street is City landmark No. 232, 1338 Filbert Cottages, and thus qualifies as a historic property; and

**WHEREAS**, The Planning Department has reviewed the Mills Act Application, Historical Property Contract, Rehabilitation Program, and Maintenance Plan for 1338 Filbert Street, which are located in Case Docket No. 2016-006229MLS. The Planning Department recommends approval of the Mills Act Historical Property Contract, Rehabilitation Program, and Maintenance Plan; and

**WHEREAS**, The Historic Preservation Commission (HPC) recognizes the historic building at 1338 Filbert Street as an historical resource and believes the Rehabilitation Program and Maintenance Plan are appropriate for the property; and

**WHEREAS**, At a duly noticed public hearing held on October 5, 2016, the Historic Preservation Commission reviewed documents, correspondence and heard oral testimony on the Mills Act Application, Historical Property Contract, Rehabilitation Program, and Maintenance Plan for 1338 Filbert Street, which are located in Case Docket No. 2016-006229MLS.

**THEREFORE BE IT RESOLVED** That the Historic Preservation Commission hereby recommends that the Board of Supervisors approve the Mills Act Historical Property Contract, including Rehabilitation Program and Maintenance Plan for the historic building located at 1338 Filbert Street, attached herein as Exhibits A and B, and fully incorporated by this reference.

**BE IT FURTHER RESOLVED** That the Historic Preservation Commission hereby directs its Commission Secretary to transmit this Resolution, the Mills Act Historical Property Contract, Rehabilitation Program, and Maintenance Plan for 1338 Filbert Street, and other pertinent materials in the case file 2016-006229MLS to the Board of Supervisors.

I hereby certify that the foregoing Resolution was ADOPTED by the Historic Preservation Commission on October 5, 2016.

Jonas P. Ionin  
Commissions Secretary

AYES:

NOES:

ABSENT:

ADOPTED:     October 5, 2016

1 [Approval of an Historical Property Contract for 1338 Filbert Street]

2  
3 **Resolution under Chapter 71 of the San Francisco Administrative Code, approving an**  
4 **historical property contract between Dominique Lahaussais and David N. Low, the**  
5 **owners of 1338 Filbert Street, and the City and County of San Francisco; authorizing**  
6 **the Planning Director and the Assessor-Recorder to execute the historical property**  
7 **contract.**

8  
9 WHEREAS, The California Mills Act (Government Code Section 50280 et seq.)  
10 authorizes local governments to enter into a contract with the owners of a qualified historical  
11 property who agree to rehabilitate, restore, preserve, and maintain the property in return for  
12 property tax reductions under the California Revenue and Taxation Code; and

13 WHEREAS, The Planning Department has determined that the actions contemplated in  
14 this Resolution comply with the California Environmental Quality Act (California Public  
15 Resources Code Sections 21000 et seq.). Said determination is on file with the Clerk of the  
16 Board of Supervisors in File No. \_\_\_\_, is incorporated herein by reference, and the Board  
17 herein affirms it; and

18 WHEREAS, San Francisco contains many historic buildings that add to its character  
19 and international reputation and that have not been adequately maintained, may be  
20 structurally deficient, or may need rehabilitation, and the costs of properly rehabilitating,  
21 restoring, and preserving these historic buildings may be prohibitive for property owners; and,

22 WHEREAS, Chapter 71 of the San Francisco Administrative Code was adopted to  
23 implement the provisions of the Mills Act and to preserve these historic buildings; and



1 WHEREAS, 1338 Filbert Street is San Francisco Landmark No. 232, 1338 Filbert  
2 Cottages and thus qualifies as an historical property as defined in Administrative Code  
3 Section 71.2; and

4 WHEREAS, A Mills Act application for an historical property contract has been  
5 submitted by Dominique Lahaussais and David N. Low, the owners of 1338 Filbert Street,  
6 detailing completed rehabilitation work and proposing a maintenance plan for the property;  
7 and

8 WHEREAS, As required by Administrative Code Section 71.4(a), the application for the  
9 historical property contract for 1338 Filbert Street was reviewed by the Assessor's Office and  
10 the Historic Preservation Commission; and

11 WHEREAS, The Assessor-Recorder has reviewed the historical property contract and  
12 has provided the Board of Supervisors with an estimate of the property tax calculations and  
13 the difference in property tax assessments under the different valuation methods permitted by  
14 the Mills Act in its report transmitted to the Board of Supervisors on \_\_\_\_\_, which  
15 report is on file with the Clerk of the Board of Supervisors in File No. \_\_\_\_\_ and is  
16 hereby declared to be a part of this Resolution as if set forth fully herein; and,

17 WHEREAS, The Historic Preservation Commission recommended approval of the  
18 historical property contract in its Resolution No. \_\_\_\_\_, including approval of the  
19 Rehabilitation Program and Maintenance Plan, attached to said Resolution, which is on file  
20 with the Clerk of the Board of Supervisors in File No \_\_\_\_\_ and is hereby declared  
21 to be a part of this resolution as if set forth fully herein; and,

22 WHEREAS, The draft historical property contract between Dominique Lahaussais and  
23 David N. Low, the owners of 1338 Filbert Street, and the City and County of San Francisco is  
24 on file with the Clerk of the Board of Supervisors in File No. \_\_\_\_\_ and is hereby  
25 declared to be a part of this resolution as if set forth fully herein; and,

1           WHEREAS, The Board of Supervisors has conducted a public hearing pursuant to  
2   Administrative Code Section 71.4(d) to review the Historic Preservation Commission's  
3   recommendation and the information provided by the Assessor's Office in order to determine  
4   whether the City should execute the historical property contract for 1338 Filbert Street; and

5           WHEREAS, The Board of Supervisors has balanced the benefits of the Mills Act to the  
6   owner of 1338 Filbert Street with the cost to the City of providing the property tax reductions  
7   authorized by the Mills Act, as well as the historical value of 1338 Filbert Street and the  
8   resultant property tax reductions, and has determined that it is in the public interest to enter  
9   into a historical property contract with the applicants; now, therefore, be it

10          RESOLVED, That the Board of Supervisors hereby approves the historical property  
11   contract between Dominique Lahaussais and David N. Low, the owners of 1338 Filbert Street,  
12   and the City and County of San Francisco; and, be it

13          FURTHER RESOLVED, That the Board of Supervisors hereby authorizes the Planning  
14   Director and the Assessor to execute the historical property contract.

# DRAFT MILLS ACT HISTORICAL PROPERTY CONTRACT

Recording Requested by, and  
when recorded, send notice to:  
Shannon Ferguson  
1650 Mission Street, Suite 400  
San Francisco, CA 94103

**CALIFORNIA MILLS ACT  
HISTORIC PROPERTY AGREEMENT  
1338 FILBERT STREET  
SAN FRANCISCO, CALIFORNIA**

THIS AGREEMENT is entered into by and between the City and County of San Francisco, a California municipal corporation ("City") and 1338 Filbert LLC ("Owners").

**RECITALS**

Owners are the owners of the property located at 1338 Filbert Street, in San Francisco, California (Block 0524, Lots 031, 032, 033, and 034). The building located at 1338 Filbert Street is designated as a Landmark No. 232 pursuant to Article 10 of the Planning Code, and is also known as the "Historic Property". The Historic Property is a Qualified Historic Property, as defined under California Government Code Section 50280.1.

Owners desire to execute a rehabilitation and ongoing maintenance project for the Historic Property. Owners' application calls for the rehabilitation and restoration of the Historic Property according to established preservation standards, which it estimates will cost Nine hundred thousand dollars (\$900,000.00). (See Rehabilitation Plan, Exhibit A.) Owners' application calls for the maintenance of the Historic Property according to established preservation standards, which is estimated will cost approximately eighteen thousand dollars (\$18,000.00) annually (See Maintenance Plan, Exhibit B).

The State of California has adopted the "Mills Act" (California Government Code Sections 50280-50290, and California Revenue & Taxation Code, Article 1.9 [Section 439 et seq.]) authorizing local governments to enter into agreements with property Owners to reduce their property taxes, or to prevent increases in their property taxes, in return for improvement to and maintenance of historic properties. The City has adopted enabling legislation, San Francisco Administrative Code Chapter 71, authorizing it to participate in the Mills Act program.

Owners desire to enter into a Mills Act Agreement (also referred to as a "Historic Property Agreement") with the City to help mitigate anticipated expenditures to restore and maintain the Historic Property. The City is willing to enter into such Agreement to mitigate these expenditures and to induce Owners to restore and maintain the Historic Property in excellent condition in the future.

NOW, THEREFORE, in consideration of the mutual obligations, covenants, and conditions contained herein, the parties hereto do agree as follows:

1. Application of Mills Act. The benefits, privileges, restrictions and obligations provided for in the Mills Act shall be applied to the Historic Property during the time that this Agreement is in effect commencing from the date of recordation of this Agreement.

2. Rehabilitation of the Historic Property. Owners shall undertake and complete the work set forth in Exhibit A ("Rehabilitation Plan") attached hereto according to certain standards and requirements. Such standards and requirements shall include, but not be limited to: the Secretary of the Interior's Standards for the Treatment of Historic Properties ("Secretary's Standards"); the rules and regulations of the Office of Historic Preservation of the California Department of Parks and Recreation ("OHP Rules and Regulations"); the State Historical Building Code as determined applicable by the City; all applicable building safety standards; and the requirements of the Historic Preservation Commission, the Planning Commission, and the Board of Supervisors, including but not limited to any Certificates of Appropriateness approved under Planning Code Article 10. The Owners shall proceed diligently in applying for any necessary permits for the work and shall apply for such permits within no more than six (6) months after recordation of this Agreement, shall commence the work within six (6) months of receipt of necessary permits, and shall complete the work within three (3) years from the date of receipt of permits. Upon written request by the Owners, the Zoning Administrator, at his or her discretion, may grant an extension of the time periods set forth in this paragraph. Owners may apply for an extension by a letter to the Zoning Administrator, and the Zoning Administrator may grant the extension by letter without a hearing. Work shall be deemed complete when the Director of Planning determines that the Historic Property has been rehabilitated in accordance with the standards set forth in this Paragraph. Failure to timely complete the work shall result in cancellation of this Agreement as set forth in Paragraphs 12 and 13 herein.

3. Maintenance. Owners shall maintain the Historic Property during the time this Agreement is in effect in accordance with the standards for maintenance set forth in Exhibit B ("Maintenance Plan"), the Secretary's Standards; the OHP Rules and Regulations; the State Historical Building Code as determined applicable by the City; all applicable building safety standards; and the requirements of the Historic Preservation Commission, the Planning Commission, and the Board of Supervisors, including but not limited to any Certificates of Appropriateness approved under Planning Code Article 10.

4. Damage. Should the Historic Property incur damage from any cause whatsoever, which damages fifty percent (50%) or less of the Historic Property, Owners shall replace and repair the damaged area(s) of the Historic Property. For repairs that do not require a permit, Owners shall commence the repair work within thirty (30) days of incurring the damage and shall diligently prosecute the repair to completion within a reasonable period of time, as determined by the City. Where specialized services are required due to the nature of the work and the historic character of the features damaged, "commence the repair work" within the meaning of this paragraph may include contracting for repair services. For repairs that require a permit(s), Owners shall proceed diligently in applying for any necessary permits for the work and shall apply for such permits within no more than sixty (60) days after the damage has been incurred, commence the repair work within one hundred twenty (120) days of receipt of the required permit(s), and shall diligently prosecute the repair to completion within a reasonable period of time, as determined by the City. Upon written request by the Owners, the Zoning Administrator, at his or her discretion, may grant an extension of the time periods set forth in this paragraph. Owners may apply for an extension by a letter to the Zoning Administrator, and the Zoning Administrator may grant the extension by letter without a hearing. All repair work shall comply with the design and standards established for the Historic Property in Exhibits A and B attached hereto and Paragraph 3 herein. In the case of damage to twenty percent (20%) or more of the Historic Property due to a catastrophic event, such as an earthquake, or in the case of damage from any cause whatsoever that destroys more than fifty percent (50%) of the Historic Property, the City and Owners may mutually agree to terminate this Agreement. Upon such termination, Owners shall not be obligated to pay the cancellation fee set forth in Paragraph 13 of this Agreement. Upon such termination, the City shall assess the full value of the Historic Property without regard to any restriction imposed upon the Historic Property by this Agreement and Owners shall

pay property taxes to the City based upon the valuation of the Historic Property as of the date of termination.

5. Insurance. Owners shall secure adequate property insurance to meet Owners' repair and replacement obligations under this Agreement and shall submit evidence of such insurance to the City upon request.

6. Inspections and Compliance Monitoring. Prior to entering into this Agreement and every five years thereafter, and upon seventy-two (72) hours advance notice, Owners shall permit any representative of the City, the Office of Historic Preservation of the California Department of Parks and Recreation, or the State Board of Equalization, to inspect of the interior and exterior of the Historic Property, to determine Owners' compliance with this Agreement. Throughout the duration of this Agreement, Owners shall provide all reasonable information and documentation about the Historic Property demonstrating compliance with this Agreement, as requested by any of the above-referenced representatives.

7. Term. This Agreement shall be effective upon the date of its recordation and shall be in effect for a term of ten years from such date ("Term"). As provided in Government Code section 50282, one year shall be added automatically to the Term, on each anniversary date of this Agreement, unless notice of nonrenewal is given as set forth in Paragraph 9 herein.

8. Valuation. Pursuant to Section 439.4 of the California Revenue and Taxation Code, as amended from time to time, this Agreement must have been signed, accepted and recorded on or before the lien date (January 1) for a fiscal year (the following July 1-June 30) for the Historic Property to be valued under the taxation provisions of the Mills Act for that fiscal year.

9. Notice of Nonrenewal. If in any year of this Agreement either the Owners or the City desire not to renew this Agreement, that party shall serve written notice on the other party in advance of the annual renewal date. Unless the Owners serves written notice to the City at least ninety (90) days prior to the date of renewal or the City serves written notice to the Owners sixty (60) days prior to the date of renewal, one year shall be automatically added to the Term of the Agreement. The Board of Supervisors shall make the City's determination that this Agreement shall not be renewed and shall send a notice of nonrenewal to the Owners. Upon receipt by the Owners of a notice of nonrenewal from the City, Owners may make a written protest. At any time prior to the renewal date, City may withdraw its notice of nonrenewal. If either party serves notice of nonrenewal of this Agreement, this Agreement shall remain in effect for the balance of the period remaining since the original execution or the last renewal of the Agreement, as the case may be. Thereafter, the Owners shall pay property taxes to the City without regard to any restriction imposed on the Historic Property by this Agreement, and based upon the Assessor's determination of the fair market value of the Historic Property as of expiration of this Agreement.

10. Payment of Fees. As provided for in Government Code Section 50281.1 and San Francisco Administrative Code Section 71.6, upon filing an application to enter into a Mills Act Agreement with the City, Owners shall pay the City the reasonable costs related to the preparation and approval of the Agreement. In addition, Owners shall pay the City for the actual costs of inspecting the Historic Property, as set forth in Paragraph 6 herein.

11. Default. An event of default under this Agreement may be any one of the following:

(a) Owners' failure to timely complete the rehabilitation work set forth in Exhibit A, in accordance with the standards set forth in Paragraph 2 herein;

(b) Owners' failure to maintain the Historic Property as set forth in Exhibit B, in accordance with the requirements of Paragraph 3 herein;

- (c) Owners' failure to repair any damage to the Historic Property in a timely manner, as provided in Paragraph 4 herein;
- (d) Owners' failure to allow any inspections or requests for information, as provided in Paragraph 6 herein;
- (e) Owners' failure to pay any fees requested by the City as provided in Paragraph 10 herein;
- (f) Owners' failure to maintain adequate insurance for the replacement cost of the Historic Property, as required by Paragraph 5 herein; or
- (g) Owners' failure to comply with any other provision of this Agreement.

An event of default shall result in Cancellation of this Agreement as set forth in Paragraphs 12 and 13 herein, and payment of the Cancellation Fee and all property taxes due upon the Assessor's determination of the full value of the Historic Property as set forth in Paragraph 13 herein. In order to determine whether an event of default has occurred, the Board of Supervisors shall conduct a public hearing as set forth in Paragraph 12 herein prior to cancellation of this Agreement.

12. Cancellation. As provided for in Government Code Section 50284, City may initiate proceedings to cancel this Agreement if it makes a reasonable determination that Owners have breached any condition or covenant contained in this Agreement, has defaulted as provided in Paragraph 11 herein, or has allowed the Historic Property to deteriorate such that the safety and integrity of the Historic Property is threatened or it would no longer meet the standards for a Qualified Historic Property. In order to cancel this Agreement, City shall provide notice to the Owners and to the public and conduct a public hearing before the Board of Supervisors as provided for in Government Code Section 50285. The Board of Supervisors shall determine whether this Agreement should be cancelled.

13. Cancellation Fee. If the City cancels this Agreement as set forth in Paragraph 12 above, and as required by Government Code Section 50286, Owners shall pay a Cancellation Fee of twelve and one-half percent (12.5%) of the fair market value of the Historic Property at the time of cancellation. The City Assessor shall determine fair market value of the Historic Property without regard to any restriction imposed on the Historic Property by this Agreement. The Cancellation Fee shall be paid to the City Tax Collector at such time and in such manner as the City shall prescribe. As of the date of cancellation, the Owners shall pay property taxes to the City without regard to any restriction imposed on the Historic Property by this Agreement and based upon the Assessor's determination of the fair market value of the Historic Property as of the date of cancellation.

14. Enforcement of Agreement. In lieu of the above provision to cancel the Agreement, the City may bring an action to specifically enforce or to enjoin any breach of any condition or covenant of this Agreement. Should the City determine that the Owners has breached this Agreement, the City shall give the Owners written notice by registered or certified mail setting forth the grounds for the breach. If the Owners do not correct the breach, or do not undertake and diligently pursue corrective action to the reasonable satisfaction of the City within thirty (30) days from the date of receipt of the notice, then the City may, without further notice, initiate default procedures under this Agreement as set forth in Paragraph 12 and bring any action necessary to enforce the obligations of the Owners set forth in this Agreement. The City does not waive any claim of default by the Owners if it does not enforce or cancel this Agreement.

15. Indemnification. The Owners shall indemnify, defend, and hold harmless the City and all of its boards, commissions, departments, agencies, agents and employees (individually and collectively, the "City") from and against any and all liabilities, losses, costs, claims, judgments, settlements, damages, liens, fines, penalties and expenses incurred in connection with or arising in whole or in part from: (a) any accident, injury to or death of a person, loss of or damage to

property occurring in or about the Historic Property; (b) the use or occupancy of the Historic Property by the Owners, their Agents or Invitees; (c) the condition of the Historic Property; (d) any construction or other work undertaken by Owners on the Historic Property; or (e) any claims by unit or interval Owners for property tax reductions in excess those provided for under this Agreement. This indemnification shall include, without limitation, reasonable fees for attorneys, consultants, and experts and related costs that may be incurred by the City and all indemnified parties specified in this Paragraph and the City's cost of investigating any claim. In addition to Owners' obligation to indemnify City, Owners specifically acknowledge and agree that they have an immediate and independent obligation to defend City from any claim that actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false, or fraudulent, which obligation arises at the time such claim is tendered to Owners by City, and continues at all times thereafter. The Owners' obligations under this Paragraph shall survive termination of this Agreement.

16. Eminent Domain. In the event that a public agency acquires the Historic Property in whole or part by eminent domain or other similar action, this Agreement shall be cancelled and no cancellation fee imposed as provided by Government Code Section 50288.

17. Binding on Successors and Assigns. The covenants, benefits, restrictions, and obligations contained in this Agreement shall run with the land and shall be binding upon and inure to the benefit of all successors in interest and assigns of the Owners. Successors in interest and assigns shall have the same rights and obligations under this Agreement as the original Owners who entered into the Agreement.

18. Legal Fees. In the event that either the City or the Owners fail to perform any of their obligations under this Agreement or in the event a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the prevailing party may recover all costs and expenses incurred in enforcing or establishing its rights hereunder, including reasonable attorneys' fees, in addition to court costs and any other relief ordered by a court of competent jurisdiction. Reasonable attorneys' fees of the City's Office of the City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience who practice in the City of San Francisco in law firms with approximately the same number of attorneys as employed by the Office of the City Attorney.

19. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

20. Recordation. Within 20 days from the date of execution of this Agreement, the parties shall cause this Agreement to be recorded with the Office of the Recorder of the City and County of San Francisco. From and after the time of the recordation, this recorded Agreement shall impart notice to all persons of the parties' rights and obligations under the Agreement, as is afforded by the recording laws of this state.

21. Amendments. This Agreement may be amended in whole or in part only by a written recorded instrument executed by the parties hereto in the same manner as this Agreement.

22. No Implied Waiver. No failure by the City to insist on the strict performance of any obligation of the Owners under this Agreement or to exercise any right, power, or remedy arising out of a breach hereof shall constitute a waiver of such breach or of the City's right to demand strict compliance with any terms of this Agreement.

23. Authority. If the Owners sign as a corporation or a partnership, each of the persons executing this Agreement on behalf of the Owners does hereby covenant and warrant that such entity is a duly authorized and existing entity, that such entity has and is qualified to do business



in California, that the Owner has full right and authority to enter into this Agreement, and that each and all of the persons signing on behalf of the Owners are authorized to do so.

24. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

25. Tropical Hardwood Ban. The City urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood or tropical hardwood product.

26. Charter Provisions. This Agreement is governed by and subject to the provisions of the Charter of the City.

27. Signatures. This Agreement may be signed and dated in parts

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as follows:

CITY AND COUNTY OF SAN FRANCISCO:

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
Assessor-Recorder

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
Director of Planning

APPROVED AS TO FORM:  
DENNIS J. HERRERA  
CITY ATTORNEY

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
\_\_\_\_\_, Deputy City Attorney

OWNERS

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
\_\_\_\_\_, Owner

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
\_\_\_\_\_, Owner

OWNER(S)' SIGNATURE(S) MUST BE NOTARIZED.  
ATTACH PUBLIC NOTARY FORMS HERE.

**EXHIBITS A AND B:**  
**DRAFT REHABILITATION AND MAINTENANCE**  
**PLAN**

## ***Exhibit A: Rehabilitation/ Restoration Plan***

SCOPE: #1

BUILDING FEATURE: Historic Resource Protection

**REHAB/ RESTORATION** \*\*\* MAINTENANCE **COMPLETED** \*\*\* PROPOSED

CONTRACT YEAR WORK COMPLETION started July 2013, principally done April 2015, to be completed by the end of 2016

TOTAL COST \$125,000

### DESCRIPTION OF WORK:

Brick pathways disassembled and stored securely. Structure and exteriors of 1907 cottages shored against West limit of the lot to allow excavation. Loose siding, windows and doors catalogued, removed and protected inside the cottages. Cottages covered. Trees on the street protected in anticipation of rehabilitation of the lot. Cottages moved numerous times throughout the progress of foundations and returned to their original positions after foundation finished. Brick pathways to be rebuilt when garden rehabilitated

This scope was approved before rehabilitation by the Historical Preservation Board and its execution is monitored by Mark Hulbert, Preservation Architecture. When on site situations require to make a change, Mark Hulbert discusses with Historical Preservation Planners before changes are approved and implemented. For example, the brick which was along the South wall, along Filbert Street, was not salvageable because compromised by too much water infiltration.

SCOPE: #2

BUILDING FEATURE: Foundation/ Structure

**REHAB/ RESTORATION** \*\*\* MAINTENANCE **COMPLETED** \*\*\* PROPOSED

CONTRACT YEAR WORK COMPLETION December 31, 2014

TOTAL COST \$800,000

### DESCRIPTION OF WORK

Protect the site from failing retaining walls of the 5 Larkin adjacent properties along East Limit of lot with tie-backs and new walls when necessary, building and waterproofing new retaining wall along East, North and South,. Excavate foundations for the cottages and the studio, Rebuild the cement patio in front of the Studio

SCOPE: #3 BUILDING FEATURE: Roofs

**REHAB/ RESTORATION \*\*\*** MAINTENANCE **COMPLETED\*\*\*** PROPOSED

CONTRACT YEAR WORK COMPLETION Finished in March 2016

TOTAL COST \$150,000

DESCRIPTION OF WORK:

The four roofs of the cottages and the roof of the studio need to be replaced and historical asphalt shingles have been installed after rafters consolidated and insulation and waterproofing in place.

This scope was approved before rehabilitation by the Historical Preservation Board and its execution is monitored by Mark Hulbert, Preservation Architecture. When on site situations require to make a change, Mark Hulbert discusses with Historical Preservation Planners before changes are approved and implemented.

SCOPE: #4 BUILDING FEATURE: Gutters

**REHAB/ RESTORATION \*\*\*** MAINTENANCE **COMPLETED \*\*\*** PROPOSED

CONTRACT YEAR WORK COMPLETION Done 2/2016

TOTAL COST: \$25,000

The redwood boxed gutters have been rebuilt.

SCOPE #5 BUILDING FEATURE: Siding

**REHAB/ RESTORATION \*\*\*** MAINTENANCE COMPETED **PROPOSED\*\*\***

CONTRACT YEAR WORK COMPLETION to be done by end of 2016

TOTAL COST \$200,000

DESCRIPTION OF WORK:

Original redwood siding to be clean, incorporated with replacement siding and put back on framing after water-proofing.

This scope was approved before rehabilitation by the Historical Preservation Board and its execution is monitored by Mark Hulbert, Preservation Architecture. When on site situations require to make a change, Mark Hulbert discusses with Historical Preservation Planners before changes are approved and implemented.

For example, the salvageable siding was decoupled from the structures after the contractor demonstrated on a small scale that it could be done without destroying the material. As such, the original siding can be installed and protected by waterproofing.

SCOPE: #6 BUILDING FEATURE: Structural

**REHAB/ RESTORATION \*\*\*** MAINTENANCE COMPLETED **PROPOSED \*\*\***

CONTRACT YEAR WORK COMPLETION: to be completed by December 2016

TOTAL COST \$125,000

DESCRIPTION OF WORK

Reframing the cottages, adding steel posts, sheer walls, throughout the cottages, insulation and water-proofing in order to enhance the protection of the siding. Rebuilding the stairs going to various units including cement stairs.

This scope was approved before rehabilitation by the Historical Preservation Board and its execution is monitored by Mark Hulbert, Preservation Architecture. When on site situations require to make a change, Mark Hulbert discusses with Historical Preservation Planners before changes are approved and implemented.

SCOPE: #7 BUILDING FEATURE: Doors and Windows

**REHAB/ RESTORATION \*\*\*** MAINTENANCE COMPLETED **PROPOSED \*\*\***

CONTRACT YEAR WORK COMPLETION to be completed by end of 2016

TOTAL COST \$300,000

DESCRIPTION OF WORK:

All doors and windows sent to Wooden Windows to rehabilitate, reframe, or replace with historical or new glass. Extensive doors and windows surveys were done over the years. The one included in the building permits had to be updated on the site.

This scope was approved before rehabilitation by the Historical Preservation Board and its execution is monitored by Mark Hulbert, Preservation Architecture. When on site situations require to make a change, Mark Hulbert discusses with Historical Preservation Planners before changes are approved and implemented.

SCOPE: #8

BUILDING FEATURE: Exterior Painting

**REHAB/ RESTORATION \*\*\*** MAINTENANCE COMPLETED **PROPOSED\*\*\***

CONTRACT YEAR WORK COMPLETION 2017

TOTAL COST \$150,000

DESCRIPTION OF WORK

Siding, windows, stashes, wooden box gutters will be painted. Any loose and flaking paint have been removed.

Chosen colors were cleared with Historical Preservation Planner

SCOPE: #9

BUILDING FEATURE: Garden and Surroundings

**REHAB/ RESTORATION \*\*\*** MAINTENANCE COMPLETED **PROPOSED\*\*\***

CONTRACT YEAR WORK COMPLETION 2017

TOTAL COST \$125,000

DESCRIPTION OF WORK

The garden, cited in the historical landmark designation, was destroyed by the previous owner. Its layout was designed with attention to similar plants and colored that originally, but changing varieties when necessary to use materials more adapted to the climate, The garden needs to be replanted and irrigation systems installed. Furthermore, the original brick paths and little patios will be returned where they were. Finally, a grapevine fence along Filbert Street will be rebuilt to reproduce the historical fence and allows the mews to be visible from the street.

This scope was approved before rehabilitation by the Historical Preservation Board and its execution will be monitored by Martha Fry, MFLA Associates. If on-site situations require that changes would need to be made, the Historical Preservation Board will be consulted.

## ***Exhibit B: Maintenance Plan***

SCOPE: #1

BUILDING FEATURE: Garden

REHAB/ RESTORATION      **MAINTENANCE \*\*\*** COMPLETED      **PROPOSED \*\*\***  
CONTRACT YEAR WORK COMPLETION    Every 6-12 months

TOTAL COST: \$10,000

Garden: the Garden will be maintained on a regular basis and the planting will not be replaced by non-native plants or by plants very different from those presented to the various preservation and planning committees for Landmark #232, at 1338 Filbert Street, or the Filbert Cottages, AKA the Bush Cottages, AKA School of Color and Design.

SCOPE: #2

BUILDING FEATURE: Downspouts

REHAB/ RESTORATION      **MAINTENANCE \*\*\*** COMPLETED      **PROPOSED \*\*\***  
CONTRACT YEAR WORK COMPLETION    Annually

TOTAL COST: 5,000

Downspouts: perform annual inspections of the downspouts. If any damage or deterioration is found, the extent and nature of the damage will be assessed. Any needed repairs will avoid altering, removing or obscuring character-defining features of the buildings. Work will be performed according to NPS Preservation Brief #47.

SCOPE: #3

BUILDING FEATURE: Gutters and Drainage

REHAB/ RESTORATION      **MAINTENANCE \*\*\*** COMPLETED      **PROPOSED \*\*\***  
CONTRACT YEAR WORK COMPLETION    Annually

TOTAL COST: \$3,000

Gutters and Drainage: Inspect annually during raining season. Debris will be removed and thorough inspection for leaks will be performed. Verify that no water is infiltrating the foundations. Work will be performed according to NPS Preservation Brief #47.

SCOPE: #4 BUILDING FEATURE: Doors and Windows

REHAB/ RESTORATION MAINTENANCE \*\*\* COMPLETED PROPOSED \*\*\*  
CONTRACT YEAR WORK COMPLETION Every 2 years

TOTAL COST \$10,000

Windows and Doors: Perform regular inspections of the windows and exterior doors. If any damage or deterioration is found, the extent and nature of the damage will be assessed. Any needed repairs will avoid altering, removing or obscuring character-defining features of the buildings. If any elements are determined to be damaged or deteriorated beyond repair, replacement will be made in kind. This maintenance routine will be informed by the guidance outlined in the National Park Service's *Preservation Brief #47: Maintaining the Exterior of small and medium size historic buildings*.

SCOPE: #5 BUILDING FEATURE: Millworks

REHAB/ RESTORATION MAINTENANCE \*\*\* COMPLETED PROPOSED \*\*\*  
CONTRACT YEAR WORK COMPLETION Every 2 years

TOTAL COST: \$5,000

Exterior Millwork: Inspect every 2 years all exterior millwork, stair railings and stair treads for dry rot or water damage. If any damages are found, they will be repair or replace in kind with appropriate materials. Work will be performed according to NPS Preservation Brief #47: *Maintaining the Exterior of small and medium size historic buildings*.

SCOPE: #6 BUILDING FEATURE: Wood Siding and Trims

REHAB/ RESTORATION MAINTENANCE \*\*\* COMPLETED PROPOSED \*\*\*  
CONTRACT YEAR WORK COMPLETION Every 3 years

TOTAL COST: \$15,000

Wood Siding and Trim: Inspect every three years all wood siding and decorative trim and repair if necessary. Replacement will be made in kind if necessary. Wood Siding and Trim will be routinely maintained by the guidance outlined in the National Park Service's *Preservation #47: Maintaining the Exterior of Small and Medium Historic Buildings*



SCOPE: #7

BUILDING FEATURE: Exterior Paint

REHAB/ RESTORATION      **MAINTENANCE \*\*\***      COMPLETED      **PROPOSED \*\*\***  
CONTRACT YEAR WORK COMPLETION      Every 4 years  
TOTAL COST: \$30,000

Exterior painting: Perform inspections every four years to assess if the exterior siding and windows need to be repainted. Painting and maintenance of painted *exterior elements will be undertaken in accordance with the National Park Service's Preservation Brief #10: Exterior Paint Problems on Historical Woodwork and Preservation Brief #47: Maintaining the exterior of small and medium size historic buildings*

SCOPE: #8

BUILDING FEATURE: Roofs

REHAB/ RESTORATION      **MAINTENANCE \*\*\***      COMPLETED      **PROPOSED \*\*\***  
CONTRACT YEAR WORK COMPLETION      Every 5 years  
TOTAL COST: \$40,000

Roofs: Approximately every 5 years the roofs will be re-inspected by a licensed roof contractor. If any damage or deterioration is found, the extent and nature of the deterioration will be assessed. If the roof requires replacement, a new asphalt/ composition shingle roof will be installed. Replacement of the roof will avoid altering, removing or obscuring character-defining features of the building, including decorative elements, as well as eave trim and molding.

Roofs will be routinely maintained by the guidance outlined in the National Park Service's *Preservation #47: Maintaining the Exterior of Small and Medium Historic Buildings*

Financial Justification of the numbers entered in the scopes:.

The preliminary Budget is enclosed as an appendix. The lines in yellow are specifically for the rehabilitation and the restoration of the cottages and the garden. Of course we are experiencing cost over-runs and change orders. They are also included, in addition to a number of specific invoices so that the expenses can be more categorized.

The maintenance numbers are estimates based on existing rehabilitation costs.

**DRAFT MILLS ACT VALUATION PROVIDED BY  
THE ASSESSOR-RECORDER'S OFFICE**



**Office of the Assessor / Recorder - City and County of San Francisco**  
**Mills Act Valuation**



1338 Filbert St #4

**OFFICE OF THE ASSESSOR-RECORDER - CITY & COUNTY OF SAN FRANCISCO**  
**MILLS ACT VALUATION**

<b>APN:</b>	0524-034	<b>Lien Date:</b>	7/1/2016
<b>Address:</b>	1338 Filbert St #4	<b>Application Date:</b>	4/28/2016
<b>SF Landmark No.:</b>	232	<b>Application Term:</b>	10 years
<b>Applicant's Name:</b>	1338 Filbert LLC		
<b>Agt./Tax Rep./Atty:</b>	Dominique Lahaussais	<b>Last Sale Date:</b>	6/28/2007
<b>Fee Appraisal Provided:</b>	No	<b>Last Sale Price:</b>	\$390,000

FACTORED BASE YEAR (Roll) VALUE		INCOME CAPITALIZATION APPROACH		SALES COMPARISON APPROACH	
Land	\$419,318	Land	\$811,503	Land	\$2,040,000
Imps.	\$939,547	Imps.	\$541,002	Imps.	\$1,360,000
Personal Prop	\$0	Personal Prop	\$0	Personal Prop	\$0
<b>Total</b>	<b>\$1,358,865</b>	<b>Total</b>	<b>\$1,352,505</b>	<b>Total</b>	<b>\$ 3,400,000</b>

**Property Description**

<b>Property Type:</b>	Single-Tenant	<b>Year Built:</b>	1906/2016	<b>Neighborhood:</b>	Russian Hill
<b>Type of Use:</b>	Residential	<b>(Total) Rentable Area:</b>	3,005	<b>Land Area:</b>	0
<b>Owner-Occupied:</b>	No	<b>Stories:</b>	3	<b>Zoning:</b>	RH2
<b>Unit Types:</b>	Condominium	<b>Parking Spaces:</b>	Underground/2 spaces		

**Total No. of Units:** 1

**Special Conditions (Where Applicable)**

The factored base year value currently on the roll does not include final new construction valuation.

**Conclusions and Recommendations**

	Per Unit	Per SF	Total
Factored Base Year Roll	\$1,358,865	\$452.20	\$ 1,358,865
Income Approach - Direct Capitalization	\$1,352,505	\$450.08	\$ 1,352,505
Sales Comparison Approach	\$3,400,000	\$1,131.45	\$ 3,400,000
<b>Recommended Value Estimate</b>	<b>\$ 1,352,505</b>	<b>\$ 450</b>	<b>\$ 1,352,505</b>

<b>Appraiser:</b> Dennis May	<b>Principal Appraiser:</b> Christopher Castle	<b>Hearing Date:</b>
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**SUBJECT PHOTOGRAPHS AND LOCATOR MAP**

**Address:** 1338 Filbert St #4

**APN:** 0524-034



## INCOME APPROACH

Address: 1338 Filbert St #4

Lien Date: 7/1/2016

	<u>Monthly Rent</u>		<u>Annualized</u>	
Potential Gross Income	\$11,770	x	12	\$141,240
Less: Vacancy & Collection Loss			5%	<u>(\$7,062)</u>
Effective Gross Income				\$134,178
Less: Anticipated Operating Expenses (Pre-Property Tax)*			15%	<u>(\$20,127)</u>
<b>Net Operating Income (Pre-Property Tax)</b>				<b>\$114,051</b>

### Restricted Capitalization Rate

2016 interest rate per State Board of Equalization			4.2500%	
Risk rate (4% owner occupied / 2% all other property types)			2.0000%	
2015 property tax rate **			1.1826%	
Amortization rate for improvements only				
Remaining economic life (Years)	40	0.0250	<u>1.0000%</u>	
Improvements constitute % of total property value		40%		<b>8.4326%</b>

### RESTRICTED VALUE ESTIMATE

**\$1,352,505**

### Rent Roll as of

<u>Unit</u>	<u>Bdrm/Ba</u>	<u>SF</u>	<u>Move In Date</u>	<u>Monthly Contract Rent</u>	<u>Annual Rent</u>	<u>Annual Rent / Foot</u>
<b>Total:</b>		<b>0</b>		<b>\$0</b>	<b>\$0</b>	<b>#DIV/0!</b>

### Notes:

\* Annual operating expenses include water service, refuse collection, insurance, and regular maintenance items. Assumes payment of PG&E by lessee.

\*\* The 2016 property tax rate will be determined in September 2015.

# Rent Comparables

Address: 1338 Filbert St #4

Lien Date: 7/1/2016

Rental Comp #1



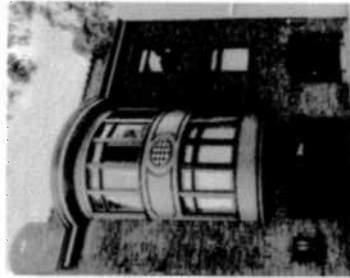
Listing Agent:  
Address: Reagan Penwell  
2450 Larkin St  
Cross Streets: Greenwch  
SF: 3,000  
Layout: 3 bed, 2.5 BA, 1 car garage space  
Monthly Rent: \$15,000  
Rent/Foot/Mo: \$5.00  
Annual Rent/Foot: \$60.00

Rental Comp #2



Joanne Fazzino 415-297-9777  
1935 California St  
Gough  
2,240  
3 bed, 3 BA, 1 car garage space  
\$8,995  
\$4.02  
\$48.19

Rental Comp #5



Listing Agent:  
Address: Karen 415-755-3256  
3011 Van Ness Ave #2  
Cross Streets: Francisco  
SF: 2,300  
Layout: 3 bed, 1.5 BA, no garage

Rental Comp #6



Filiz Rezvan  
1110 Page St  
Broderick  
2,888  
4 bed, 2 BA, 1 car garage space

Rental Comp #3







Jasmine Zazari 415-999-9981  
1501 Beach St #301  
Buchanan  
2,000  
3 bed, 3 BA, 1 car garage space  
\$7,900  
\$3.95  
\$47.40

Rental Comp #4



Bernat Pons 415-521-1587  
2112 Pine St  
Buchanan  
2,000  
3 bed, 2 BA, 1 car garage space  
\$7,600  
\$3.80  
\$45.60

# SALES COMPARISON APPROACH

APN	Subject	Sale 1	Sale 2	Sale 3
	0524-034	0525-083	0536-042	0947-054
				
	1338 Filbert St #4	1374 Union St	2929 Pierce St	2869 Broderick St
Address		\$3,000,000	\$3,500,000	\$3,300,000
	Description	Description	Description	Description
Date of Valuation/Sale	07/01/16	12/02/15	5/20/2016	11/03/15
Neighborhood	Russian Hill	Russian Hill	Cow Hollow	Cow Hollow
Proximity to Subject	n/a	one block	11 blocks	14 blocks
Lot Size	n/a	n/a	n/a	n/a
View	none	none	none	partial bay
Year Bldg/Year Renovated	1906/2016	1907/2013	1906/2016	1910/2004
Condition	Good/Remodeled	Good/Remodeled	Good/Remodeled	Good/Remodeled
Construction Quality	Good/Remodeled	Good	Good	Good
Gross Living Area	3,005	3,105	2,750	2,670
Total Rooms	7	6	10	8
Bedrooms	3	3	3	4
Bathrooms	3	3.5	2.5	3
Stories	3	3	3	2
Parking	2 car	2 car	2 car	2 car
Net Adjustments				
Indicated Value	\$3,400,000	(\$77,500)	\$139,500	\$134,000
Adjust. \$ Per Sq. Ft.	\$1,131	\$2,922,500	\$3,639,500	\$3,434,000
		\$941	\$1,323	\$1,286

VALUE RANGE:

\$2,922,500 to \$3,639,500

VALUE CONCLUSION:

\$3,400,000

## REMARKS:

Subject is a 1906 "earthquake cottage," one of four built on one parcel, which has been renovated and additional living space added in a three story structure joining the four cottages. Also, an 8-car garage was excavated and constructed underneath the cottages. The four cottages are now separate condominiums. Difference in GLA is adjusted at \$400 per sq ft, bath adjustment is \$75,000 for a full bath, \$37,500 for half bath.





**Office of the Assessor / Recorder - City and County of San Francisco**  
**Mills Act Valuation**



1338 Filbert St #3

**OFFICE OF THE ASSESSOR-RECORDER - CITY & COUNTY OF SAN FRANCISCO**  
**MILLS ACT VALUATION**

<b>APN:</b>	0524-033	<b>Lien Date:</b>	7/1/2016
<b>Address:</b>	1338 Filbert St #3	<b>Application Date:</b>	4/28/2016
<b>SF Landmark No.:</b>	232	<b>Application Term:</b>	10 years
<b>Applicant's Name:</b>	1338 Filbert LLC		
<b>Agt./Tax Rep./Atty:</b>	Dominique Lahaussais	<b>Last Sale Date:</b>	6/28/2007
<b>Fee Appraisal Provided:</b>	No	<b>Last Sale Price:</b>	\$375,000

FACTORED BASE YEAR (Roll) VALUE		INCOME CAPITALIZATION APPROACH		SALES COMPARISON APPROACH	
Land	\$403,190	Land	\$706,704	Land	\$1,650,000
Imps.	\$938,699	Imps.	\$471,136	Imps.	\$1,100,000
Personal Prop	\$0	Personal Prop	\$0	Personal Prop	\$0
<b>Total</b>	<b>\$1,341,889</b>	<b>Total</b>	<b>\$1,177,840</b>	<b>Total</b>	<b>\$ 2,750,000</b>

**Property Description**

<b>Property Type:</b>	Single-Tenant	<b>Year Built:</b>	1906/2016	<b>Neighborhood:</b>	Russian Hill
<b>Type of Use:</b>	Residential	<b>(Total) Rentable Area:</b>	2,617	<b>Land Area:</b>	0
<b>Owner-Occupied:</b>	No	<b>Stories:</b>	3	<b>Zoning:</b>	RH2
<b>Unit Types:</b>	Condominium	<b>Parking Spaces:</b>	Underground/2 spaces		

**Total No. of Units:** 1

**Special Conditions (Where Applicable)**

The factored base year value currently on the roll does not include final new construction valuation.

**Conclusions and Recommendations**

	Per Unit	Per SF	Total
Factored Base Year Roll	\$ 1,341,889	\$512.76	\$ 1,341,889
Income Approach - Direct Capitalization	\$1,177,840	\$450.07	\$ 1,177,840
Sales Comparison Approach	\$2,750,000	\$1,050.82	\$ 2,750,000
<b>Recommended Value Estimate</b>	<b>\$ 1,177,840</b>	<b>\$ 450</b>	<b>\$ 1,177,840</b>

**Appraiser:** Dennis May

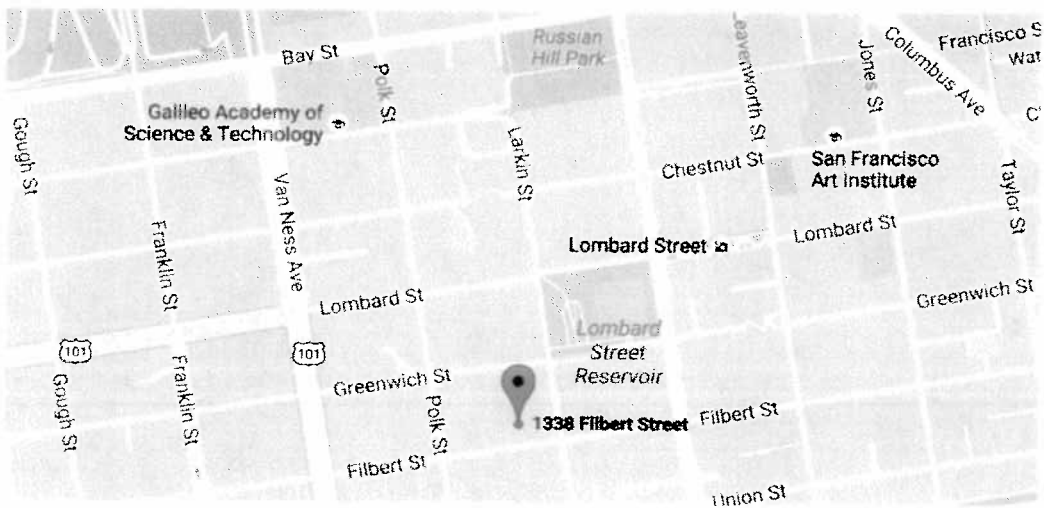
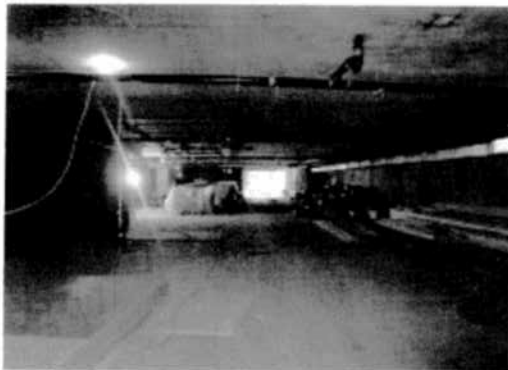
**Principal Appraiser:** Christopher Castle

**Hearing Date:**

**SUBJECT PHOTOGRAPHS AND LOCATOR MAP**

**Address:** 1338 Filbert St #3

**APN:** 0524-033



## INCOME APPROACH

**Address:** 1338 Filbert St #3

**Lien Date:** 7/1/2016

	<u>Monthly Rent</u>		<u>Annualized</u>	
Potential Gross Income	\$10,250	x	12	\$123,000
Less: Vacancy & Collection Loss			5%	<u>(\$6,150)</u>
Effective Gross Income				\$116,850
Less: Anticipated Operating Expenses (Pre-Property Tax)*			15%	<u>(\$17,528)</u>
<b>Net Operating Income (Pre-Property Tax)</b>				<b>\$99,323</b>

### Restricted Capitalization Rate

2016 interest rate per State Board of Equalization			4.2500%	
Risk rate (4% owner occupied / 2% all other property types)			2.0000%	
2015 property tax rate **			1.1826%	
Amortization rate for improvements only				
Remaining economic life (Years)	40	0.0250	<u>1.0000%</u>	
Improvements constitute % of total property value		40%		<b>8.4326%</b>

### RESTRICTED VALUE ESTIMATE

**\$1,177,840**

### Rent Roll as of

<u>Unit</u>	<u>Bdrm/Ba</u>	<u>SF</u>	<u>Move In Date</u>	<u>Monthly Contract Rent</u>	<u>Annual Rent</u>	<u>Annual Rent / Foot</u>
<b>Total:</b>		<b>0</b>		<b>\$0</b>	<b>\$0</b>	<b>#DIV/0!</b>

### Notes:

\* Annual operating expenses include water service, refuse collection, insurance, and regular maintenance items. Assumes payment of PG&E by lessee.

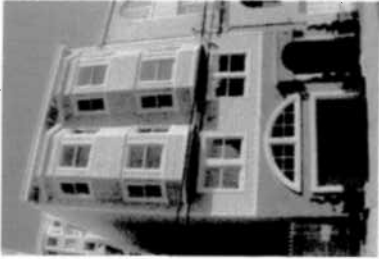
\*\* The 2016 property tax rate will be determined in September 2015.

# Rent Comparables

Address: 1338 Filbert St #3

Lien Date: 7/1/2016

Rental Comp #1



Listing Agent:  
Address: Reagan Penwell  
Cross Streets: 2450 Larkin St  
SF: Greenwiche  
Layout: 3,000  
Monthly Rent: 3 bed, 2.5 BA, 1 car garage space  
Rent/Foot/Mo: \$15,000  
Annual Rent/Foot: \$5.00  
\$60.00

Rental Comp #2



Joanne Fazzino 415-297-9777  
1935 California St  
Gough  
2,240  
3 bed, 3 BA, 1 car garage space  
\$8,995  
\$4.02  
\$48.19

Rental Comp #3



Jasmine Zazari 415-999-9881  
1501 Beach St #301  
Buchanan  
2,000  
3 bed, 3 BA, 1 car garage space  
\$7,900  
\$3.95  
\$47.40

Rental Comp #4



Bernat Pons 415-521-1587  
2112 Pine St  
Buchanan  
2,000  
3 bed, 2 BA, 1 car garage space  
\$7,600  
\$3.80  
\$45.60

Rental Comp #5







Listing Agent:  
Address: Karen 415-755-3256  
Cross Streets: 3011 Van Ness Ave #2  
SF: Francisco  
Layout: 2,300  
3 bed, 1.5 BA, no garage

Rental Comp #6



Filiz Rezvan  
1110 Page St  
Broderick  
2,888  
4 bed, 2 BA, 1 car garage space

# SALES COMPARISON APPROACH

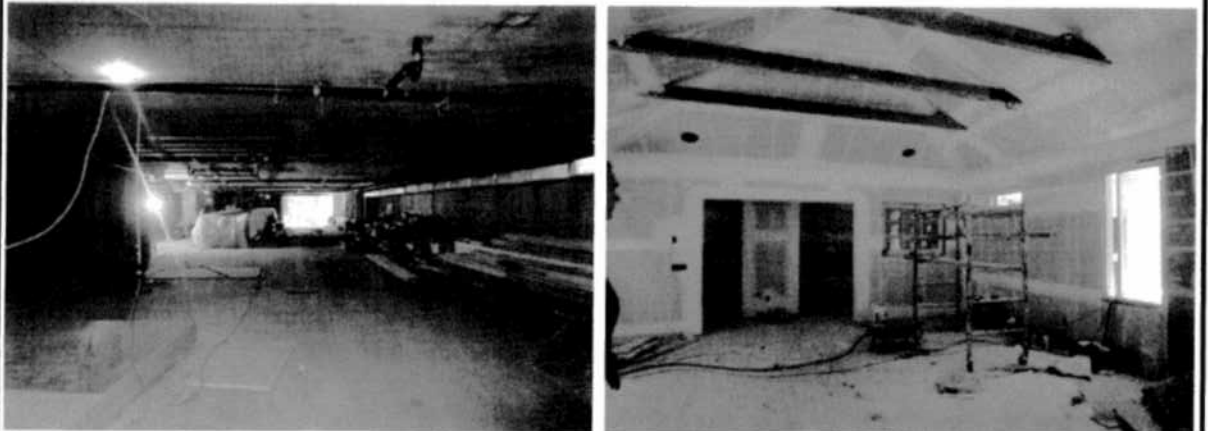
APN	Subject	Sale 1	Sale 2	Sale 3
	0524-033	0525-071	0525-083	0506-051
				
	1338 Filbert St #3	2353 Larkin St	1374 Union St	1844 Greenwich St
		\$2,610,000	\$3,000,000	\$2,682,000
Date of Valuation/Sale	Description	Description	Description	Description
Neighborhood	07/01/16	08/11/15	12/2/2015	11/04/15
Proximity to Subject	Russian Hill	Russian Hill	Russian Hill	Cow Hollow
Lot Size	n/a	1/2 Block	1 block	6 blocks
View	n/a	n/a	n/a	n/a
Year Bldg/Year Renovated	none	none	none	none
Condition	1906/2016	1911/2007	1907/2013	1910/7
Construction Quality	Good/Remodeled	Good/Remodeled	Good/Remodeled	Good/Remodeled
Gross Living Area	Good	Good	Good	Good
Total Rooms	2,617	2,037	3,105	2,251
Bedrooms	6	6	6	7
Bathrooms	2	2	3	4
Stories	2	3	3.5	3
Parking	3	2	3	2
	2 car	1 car	2 car	2 car
Net Adjustments				
Indicated Value		\$257,000	(\$307,700)	\$71,400
Adjust. \$ Per Sq. Ft.	\$2,750,000	\$2,867,000	\$2,692,300	\$2,753,400
	\$1,051	\$1,407	\$867	\$1,223

VALUE RANGE: \$2,693,500 to \$2,868,200      VALUE CONCLUSION: \$2,750,000

REMARKS: Subject is a 1906 "earthquake cottage," one of four built on one parcel, which has been renovated and additional living space added in a three story structure joining the four cottages. Also, an 8-car garage was excavated and constructed underneath the cottages. The four cottages are now separate condominiums. Difference in GLA is adjusted at \$400 per sq ft, bath adjustment is \$75,000 for a full bath, \$37,500 for half bath.



**Office of the Assessor / Recorder - City and County of San Francisco**  
**Mills Act Valuation**





**OFFICE OF THE ASSESSOR-RECORDER - CITY & COUNTY OF SAN FRANCISCO**  
**MILLS ACT VALUATION**

<b>APN:</b>	0524-032	<b>Lien Date:</b>	7/1/2016
<b>Address:</b>	1338 Filbert St #2	<b>Application Date:</b>	4/28/2016
<b>SF Landmark No.:</b>	232	<b>Application Term:</b>	10 years
<b>Applicant's Name:</b>	1338 Filbert LLC		
<b>Agt./Tax Rep./Atty:</b>	Dominique Lahaussais	<b>Last Sale Date:</b>	6/28/2007
<b>Fee Appraisal Provided:</b>	No	<b>Last Sale Price:</b>	\$537,000

FACTORED BASE YEAR (Roll) VALUE		INCOME CAPITALIZATION APPROACH		SALES COMPARISON APPROACH	
Land	\$577,372	Land	\$707,531	Land	\$1,650,000
Imps.	\$947,866	Imps.	\$471,687	Imps.	\$1,100,000
Personal Prop	\$0	Personal Prop	\$0	Personal Prop	\$0
<b>Total</b>	<b>\$1,525,238</b>	<b>Total</b>	<b>\$1,179,219</b>	<b>Total</b>	<b>\$ 2,750,000</b>

**Property Description**

<b>Property Type:</b>	Single-Tenant	<b>Year Built:</b>	1906/2016	<b>Neighborhood:</b>	Russian Hill
<b>Type of Use:</b>	Residential	<b>(Total) Rentable Area:</b>	2,620	<b>Land Area:</b>	0
<b>Owner-Occupied:</b>	No	<b>Stories:</b>	3	<b>Zoning:</b>	RH2
<b>Unit Types:</b>	Condominium	<b>Parking Spaces:</b>	Underground/2 spaces		

**Total No. of Units:** 1

**Special Conditions (Where Applicable)**

The factored base year value currently on the roll does not include final new construction valuation.

**Conclusions and Recommendations**

	Per Unit	Per SF	Total
Factored Base Year Roll	\$1,525,238	\$582.15	\$ 1,525,238
Income Approach - Direct Capitalization	\$1,179,219	\$450.08	\$ 1,179,219
Sales Comparison Approach	\$2,750,000	\$1,049.62	\$ 2,750,000
<b>Recommended Value Estimate</b>	<b>\$ 1,179,219</b>	<b>\$ 450</b>	<b>\$ 1,179,219</b>

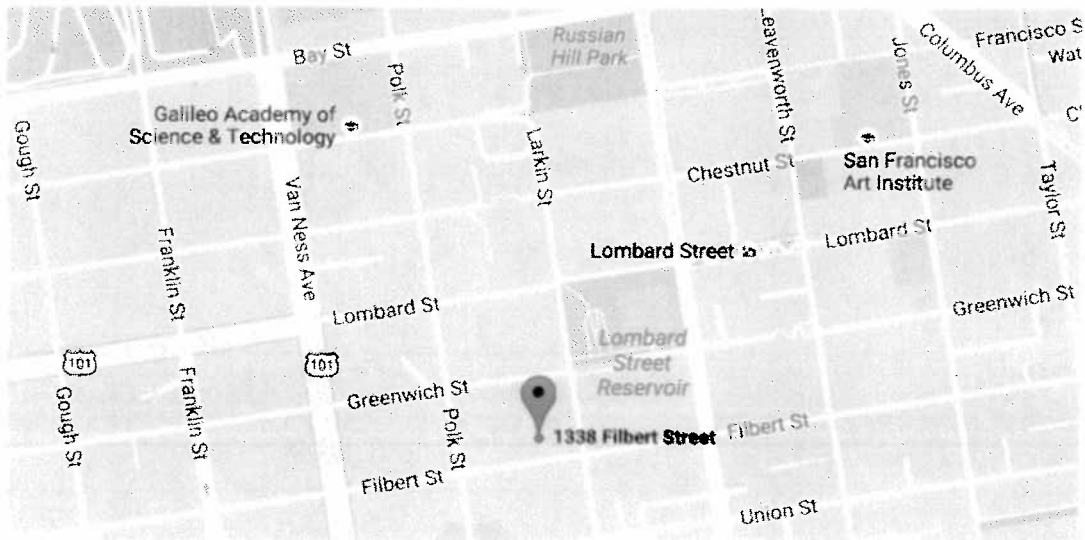
<b>Appraiser:</b> Dennis May	<b>Principal Appraiser:</b> Christopher Castle	<b>Hearing Date:</b>
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**SUBJECT PHOTOGRAPHS AND LOCATOR MAP**

**Address:** 1338 Filbert St #2

**APN:** 0524-032



## INCOME APPROACH

**Address:** 1338 Filbert St #2

**Lien Date:** 7/1/2016

	<u>Monthly Rent</u>		<u>Annualized</u>	
Potential Gross Income	\$10,262	x	12	\$123,144
Less: Vacancy & Collection Loss			5%	<u>(\$6,157)</u>
Effective Gross Income				\$116,987
Less: Anticipated Operating Expenses (Pre-Property Tax)*			15%	<u>(\$17,548)</u>
<b>Net Operating Income (Pre-Property Tax)</b>				<b>\$99,439</b>

### Restricted Capitalization Rate

2016 interest rate per State Board of Equalization			4.2500%	
Risk rate (4% owner occupied / 2% all other property types)			2.0000%	
2015 property tax rate **			1.1826%	
Amortization rate for improvements only				
Remaining economic life (Years)	40	0.0250	<u>1.0000%</u>	
Improvements constitute % of total property value		40%		<b>8.4326%</b>

### RESTRICTED VALUE ESTIMATE

**\$1,179,219**

### Rent Roll as of

<u>Unit</u>	<u>Bdrm/Ba</u>	<u>SF</u>	<u>Move In Date</u>	<u>Monthly Contract Rent</u>	<u>Annual Rent</u>	<u>Annual Rent / Foot</u>
<b>Total:</b>		<b>0</b>		<b>\$0</b>	<b>\$0</b>	<b>#DIV/0!</b>

### Notes:

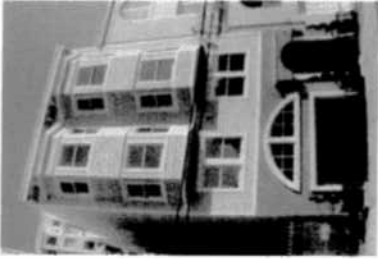
- \* Annual operating expenses include water service, refuse collection, insurance, and regular maintenance items. Assumes payment of PG&E by lessee.
- \*\* The 2016 property tax rate will be determined in September 2015.

# Rent Comparables

Address: 1338 Filbert St #2

Lien Date: 7/1/2016

Rental Comp #1



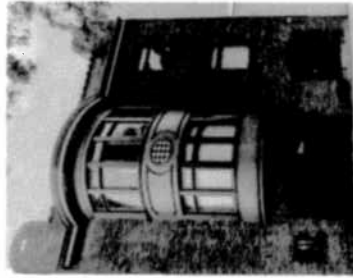
Listing Agent:  
Address: Reagan Penwell  
2450 Larkin St  
Greenwich  
Cross Streets: 3,000  
Layout: 3 bed, 2.5 BA, 1 car garage space  
Monthly Rent: \$15,000  
Rent/Foot/Mo: \$5.00  
Annual Rent/Foot: \$60.00

Rental Comp #2



Joanne Fazzino 415-297-9777  
1935 California St  
Gough  
2,240  
3 bed, 3 BA, 1 car garage space  
\$8,995  
\$4.02  
\$48.19

Rental Comp #5



Listing Agent:  
Address: Karen 415-755-3256  
3011 Van Ness Ave #2  
Francisco  
Cross Streets: 2,300  
SF: 3 bed, 1.5 BA, no garage  
Layout:

Rental Comp #6



Filliz Rezvan  
1110 Page St  
Broderick  
2,888  
4 bed, 2 BA, 1 car garage space

Rental Comp #3







Jazmine Zazari 415-999-9981  
1501 Beach St #301  
Buchanan  
2,000  
3 bed, 3 BA, 1 car garage space  
\$7,900  
\$3.95  
\$47.40

Rental Comp #4



Benat Pons 415-521-1587  
2112 Pine St  
Buchanan  
2,000  
3 bed, 2 BA, 1 car garage space  
\$7,600  
\$3.80  
\$45.60

# SALES COMPARISON APPROACH

APN	Subject	Sale 1	Sale 2	Sale 3
	0524-032	0525-071	0525-083	0506-051
				
Address	1338 Filbert St #2	2353 Larkin St	1374 Union St	1844 Greenwich St
		\$2,610,000	\$3,000,000	\$2,682,000
Date of Valuation/Sale	Description	Description	Description	Description
Neighborhood	07/01/16	08/11/15	12/2/2015	11/04/15
Proximity to Subject	Russian Hill	Russian Hill	Russian Hill	Cow Hollow
Lot Size	n/a	1/2 Block	1 block	6 blocks
View	n/a	n/a	n/a	n/a
Year Bldg/Year Renovated	none	none	none	none
Condition	1906/2016	1911/2007	1907/2013	1910/?
Construction Quality	Good/Remodeled	Good/Remodeled	Good/Remodeled	Good/Remodeled
Gross Living Area	Good	Good	Good	Good
Total Rooms	2,620	2,037	3,105	2,251
Bedrooms	6	6	6	7
Bathrooms	2	2	3	4
Stories	2	3	3.5	3
Parking	3	2	3	2
	2 car	1 car	2 car	2 car
Net Adjustments				
Indicated Value		\$258,200	(\$306,500)	\$72,600
Adjust. \$ Per Sq. Ft.	\$2,750,000	\$2,868,200	\$2,693,500	\$2,754,600
	\$1,050	\$1,408	\$867	\$1,224

VALUE RANGE:

\$2,693,500 to \$2,868,200

VALUE CONCLUSION:

\$2,750,000

## REMARKS:

Subject is a 1906 "earthquake cottage," one of four built on one parcel, which has been renovated and additional living space added in a three story structure joining the four cottages. Also, an 8-car garage was excavated and constructed underneath the cottages. The four cottages are now separate condominiums. Difference in GLA is adjusted at \$400 per sq ft, bath adjustment is \$75,000 for a full bath, \$37,500 for half bath.



**Office of the Assessor / Recorder - City and County of San Francisco**  
**Mills Act Valuation**



1338 Filbert St #1

**OFFICE OF THE ASSESSOR-RECORDER - CITY & COUNTY OF SAN FRANCISCO**  
**MILLS ACT VALUATION**

<b>APN:</b>	0524-031	<b>Lien Date:</b>	7/1/2016
<b>Address:</b>	1338 Filbert St #1	<b>Application Date:</b>	4/28/2016
<b>SF Landmark No.:</b>	232	<b>Application Term:</b>	10 years
<b>Applicant's Name:</b>	1338 Filbert LLC		
<b>Agt./Tax Rep./Atty:</b>	Dominique Lahaussais	<b>Last Sale Date:</b>	6/28/2007
<b>Fee Appraisal Provided:</b>	No	<b>Last Sale Price:</b>	\$735,000

FACTORED BASE YEAR (Roll) VALUE		INCOME CAPITALIZATION APPROACH		SALES COMPARISON APPROACH	
Land	\$790,258	Land	\$1,097,149	Land	\$2,205,000
Imps.	\$959,071	Imps.	\$731,433	Imps.	\$1,470,000
Personal Prop	\$0	Personal Prop	\$0	Personal Prop	\$0
<b>Total</b>	<b>\$1,749,329</b>	<b>Total</b>	<b>\$1,828,582</b>	<b>Total</b>	<b>\$ 3,675,000</b>

**Property Description**

<b>Property Type:</b>	Single-Tenant	<b>Year Built:</b>	1906/2016	<b>Neighborhood:</b>	Russian Hill
<b>Type of Use:</b>	Residential	<b>(Total) Rentable Area:</b>	4,063	<b>Land Area:</b>	0
<b>Owner-Occupied:</b>	No	<b>Stories:</b>	3	<b>Zoning:</b>	RH2
<b>Unit Types:</b>	Condominium	<b>Parking Spaces:</b>	Underground/2 spaces		

**Total No. of Units:** 1

**Special Conditions (Where Applicable)**

The factored base year value currently on the roll does not include final new construction valuation.

**Conclusions and Recommendations**

	Per Unit	Per SF	Total
Factored Base Year Roll	\$1,749,329	\$430.55	\$ 1,749,329
Income Approach - Direct Capitalization	\$1,828,582	\$450.06	\$ 1,828,582
Sales Comparison Approach	\$3,675,000	\$904.50	\$ 3,675,000
<b>Recommended Value Estimate</b>	<b>\$ 1,828,582</b>	<b>\$ 450</b>	<b>\$ 1,828,582</b>

**Appraiser:** Dennis May

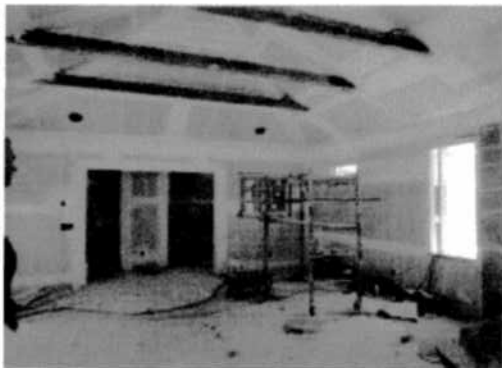
**Principal Appraiser:** Christopher Castle

**Hearing Date:**

**SUBJECT PHOTOGRAPHS AND LOCATOR MAP**

**Address:** 1338 Filbert St #1

**APN:** 0524-031



## INCOME APPROACH

**Address:** 1338 Filbert St #1

**Lien Date:** 7/1/2016

	<u>Monthly Rent</u>		<u>Annualized</u>	
Potential Gross Income	\$15,913	x	12	\$190,956
Less: Vacancy & Collection Loss			5%	<u>(\$9,548)</u>
Effective Gross Income				\$181,408
Less: Anticipated Operating Expenses (Pre-Property Tax)*			15%	<u>(\$27,211)</u>
<b>Net Operating Income (Pre-Property Tax)</b>				<b>\$154,197</b>

### Restricted Capitalization Rate

2016 interest rate per State Board of Equalization			4.2500%	
Risk rate (4% owner occupied / 2% all other property types)			2.0000%	
2015 property tax rate **			1.1826%	
Amortization rate for improvements only				
Remaining economic life (Years)	40	0.0250	<u>1.0000%</u>	
Improvements constitute % of total property value	40%			<b>8.4326%</b>

### **RESTRICTED VALUE ESTIMATE**

**\$1,828,582**

### **Rent Roll as of**

<u>Unit</u>	<u>Bdrm/Ba</u>	<u>SF</u>	<u>Move In Date</u>	<u>Monthly Contract Rent</u>	<u>Annual Rent</u>	<u>Annual Rent / Foot</u>
<b>Total:</b>		<b>0</b>		<b>\$0</b>	<b>\$0</b>	<b>#DIV/0!</b>

### Notes:

- \* Annual operating expenses include water service, refuse collection, insurance, and regular maintenance items. Assumes payment of PG&E by lessee.
- \*\* The 2016 property tax rate will be determined in September 2015.



# Rent Comparables

Address: 1338 Filbert St #1

7/1/2016

Lien Date:

Rental Comp #1



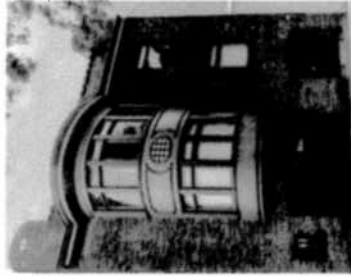
Listing Agent:  
Address: Reagan Penwell  
Cross Streets: 2450 Larkin St  
SF: Greenwich  
Layout: 3,000  
Monthly Rent: 3 bed, 2.5 BA, 1 car garage  
Rent/Food/Mo: \$15,000  
Annual Rent/Foot: \$5.00  
\$80.00

Rental Comp #2



Joanne Fazzino 415-297-9777  
1935 California St  
Gough  
2,240  
3 bed, 3 BA, 1 car garage space  
\$8,995  
\$4.02  
\$48.19

Rental Comp #5



Listing Agent:  
Address: Karen 415-755-3256  
Cross Streets: 3011 Van Ness Ave #2  
SF: Francisco  
Layout: 2,300  
3 bed, 1.5 BA, no garage

Rental Comp #6



Filiz Rezvan  
1110 Page St  
Broderick  
2,888  
4 bed, 2 BA, 1 car garage space

Rental Comp #3




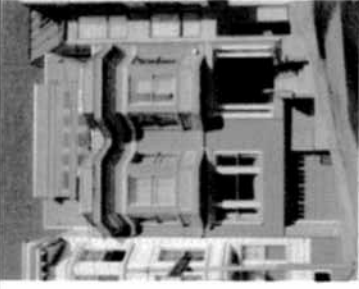


Jasmine Zazari 415-989-9881  
1501 Beach St #301  
Buchanan  
2,000  
3 bed, 3 BA, 1 car garage space  
\$7,900  
\$3.95  
\$47.40

Rental Comp #4



Bernat Pons 415-521-1587  
2112 Pine St  
Buchanan  
2,000  
3 bed, 2 BA, 1 car garage space  
\$7,600  
\$3.80  
\$45.60

# SALES COMPARISON APPROACH

APN	Subject	Sale 1	Sale 2	Sale 3
	0524-031	0525-083	0593-038	0992-032
				
	<small>Please Note: The subject cottages A through D, April 2016</small>			
Address	1338 Filbert St #1	1374 Union St	1810 Jackson St #5	3876 Clay St
		\$3,000,000	\$3,285,000	\$4,035,000
Date of Valuation/Sale	Description	Description	Description	Description
Neighborhood	07/01/16	12/02/15	3/18/2016	04/07/16
Proximity to Subject	Russian Hill	Russian Hill	Pacific Heights	Presidio Heights
Lot Size	n/a	one block	nine blocks	29 blocks
View	n/a	n/a	n/a	n/a
Year Bld/Year Renovated	none	none	none	none
Condition	1906/2016	1907/2013	1917/?	1910/2000
Construction Quality	Good/Remodeled	Good/Remodeled	Good/Remodeled	Good/Remodeled
Gross Living Area	Good	Good	Good	Good
Total Rooms	4,063	3,105	3,271	3,078
Bedrooms	8	6	9	9
Bathrooms	4	3	5	4
Stories	4	3.5	3	2.5
Parking	3	3	1	2
	2 car	2 car	2 car	2 car
Net Adjustments				
Indicated Value		\$420,700	\$391,800	\$506,500
Adjust. \$ Per Sq. Ft.	\$3,675,000	\$3,420,700	\$3,675,800	\$4,541,500
	\$905	\$1,102	\$1,124	\$1,475

VALUE RANGE:

\$3,420,700 to \$4,541,500

VALUE CONCLUSION:

\$3,675,000

## REMARKS:

Subject is a 1906 "earthquake cottage," one of four built on one parcel, which has been renovated and additional living space added in a three story structure joining the four cottages. Also, an 8-car garage was excavated and constructed underneath the cottages. The four cottages are now separate condominiums. Difference in GLA is adjusted at \$400 per sq ft, bath adjustment is \$75,000 for a full bath, \$37,500 for half bath.

# MILLS ACT APPLICATION AND HISTORIC STRUCTURE REPORT

# APPLICATION FOR Mills Act Historical Property Contract

Applications must be submitted in both hard copy and digital copy form to the Planning Department at 1650 Mission St., Suite 400 by May 1st in order to comply with the timelines established in the Application Guide. Please submit only the Application and required documents.

## 1. Owner/Applicant Information (If more than three owners, attach additional sheets as necessary.)

PROPERTY OWNER 1 NAME: <b>1338 Filbert LLC</b>	TELEPHONE: ( )
PROPERTY OWNER 1 ADDRESS:	EMAIL:

PROPERTY OWNER 2 NAME: <b>Dominique Lhussois</b>	TELEPHONE: <b>203.570.7827</b>
PROPERTY OWNER 2 ADDRESS: <b>30 Blackstone Court SF 94123</b>	EMAIL: <b>D_lhussois@mcn.com</b>


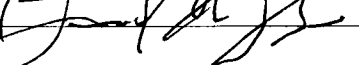
PROPERTY OWNER 3 NAME: <b>David N Low</b>	TELEPHONE: <b>(415) 317-1976</b>
PROPERTY OWNER 3 ADDRESS: <b>30 Blackstone Court SF 94123</b>	EMAIL: <b>David.Low@L232id.com</b>

## 2. Subject Property Information

PROPERTY ADDRESS: <b>1338 Filbert Street</b>	ZIP CODE: <b>94109</b>
PROPERTY PURCHASE DATE: <b>June 2007</b>	ASSESSOR BLOCK/LOT(S): <b>6524.031 / 032 / 033 / 034</b>
MOST RECENT ASSESSED VALUE: <b>\$4,620,753</b>	ZONING DISTRICT: <b>RH-2</b>

Are taxes on all property owned within the City and County of San Francisco paid to date?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Is the entire property owner-occupied?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
If No, please provide an approximate square footage for owner-occupied areas vs. rental income (non-owner-occupied areas) on a separate sheet of paper.	
Do you own other property in the City and County of San Francisco?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
If Yes, please list the addresses for all other property owned within the City of San Francisco on a separate sheet of paper.	
Are there any outstanding enforcement cases on the property from the San Francisco Planning Department or the Department of Building Inspection?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
If Yes, all outstanding enforcement cases must be abated and closed for eligibility for the Mills Act.	

I/we am/are the present owner(s) of the property described above and hereby apply for an historical property contract. By signing below, I affirm that all information provided in this application is true and correct. I further swear and affirm that false information will be subject to penalty and revocation of the Mills Act Contract.

Owner Signature: 	Date: <b>4/29/16</b>
Owner Signature: 	Date: <b>4.28.16</b>
Owner Signature: _____	Date: _____

### 3. Property Value Eligibility:

Choose one of the following options:

The property is a Residential Building valued at less than \$3,000,000.

YES ☐ NO ☒

The property is a Commercial/Industrial Building valued at less than \$5,000,000.

YES ☐ NO ☐

\*If the property value exceeds these options, please complete the following: Application of Exemption.

### Application for Exemption from Property Tax Valuation

If answered "no" to either question above please explain on a separate sheet of paper, how the property meets the following two criteria and why it should be exempt from the property tax valuations.

1. The site, building, or object, or structure is a particularly significant resource and represents an exceptional example of an architectural style, the work of a master, or is associated with the lives of significant persons or events important to local or natural history; or
2. Granting the exemption will assist in the preservation of a site, building, or object, or structure that would otherwise be in danger of demolition, substantial alteration, or disrepair. (A Historic Structures Report, completed by a qualified historic preservation consultant, must be submitted in order to meet this requirement.)

### 4. Property Tax Bill

All property owners are required to attach a copy of their recent property tax bill.

PROPERTY OWNER NAMES:
Cottage A (lot 031) \$1,406,852, Cottage B (032) \$1.18mm Cottage C (lot 032) \$1.19mm, Cottage D (033) \$1.00mm
MOST RECENT ASSESSED PROPERTY VALUE:
PROPERTY ADDRESS: 1338 Filbert Street

### 5. Other Information

All property owners are required to attach a copy of all other information as outlined in the checklist on page 7 of this application.

By signing below, I/we acknowledge that I/we am/are the owner(s) of the structure referenced above and by applying for exemption from the limitations certify, under the penalty of perjury, that the information attached and provided is accurate.

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

Date: 4/28/16

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

Date: 4/27/16

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

Date: \_\_\_\_\_

Property was valued at an aggregate value of about \$2.2 million from time of purchase in June 2007 till July of 2015, when the rehabilitation work of the Filbert Cottages was reported to the San Francisco tax authorities for the year 2014. Therefore the property's value was increased to an aggregate of \$4,620,753, which is over the \$3million threshold.

Therefore, we are applying for Exemption from Property Tax Valuation because it will assist in the preservation of the property which otherwise would have been in danger of demolition, substantial alteration, or disrepair. We are enclosing an Historical Structure Report presented in the accompanying book and consisting of the following, by chronological order:

- Landmark Designation Report; Dated 7/12/2001
- Historic Fabric Assessment, Carey & Co, 8/21/2006
- Door and Window Survey, Architectural Resources Group, 2/15/2008
- Significance Diagram, Page & Turnbull, 2/4/2008
- Roof and Chimney Rehabilitation, Page & Turnbull, 1/14/2009
- Brick and Paving, Page & Turnbull, 4/28/2009
- HRER, Page & Turnbull, 7/22/2009\*\*\*
- Architectural Drawings , Buttrick Wong, 2009
- Landscape Drawings, MFLA, 2009
- Historic Buildings Survey, Mark Hulbert, August 2010

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\*\*\*The Historic Resource Evaluation (HRER), Page & Turnbull, July 2009, had the following appendices:

- Architectural Drawings, Buttrick Wong, June 2009
- Historic Fabric Evaluation, Carey & Co, August 2006
- Door and Window Survey,Architectural Resources Group, February 2008
- Significance Diagram, Page & Turnbull
- Roof and Chimney, Page & Turnbull, January 2009
- Brick Paving, Page & Turnbull, April 2009

The Appendix also includes 3 sets of pictures,

- 1) historical from the Cottage Book, and as shared with us by our neighbor Winnie Siegel
- 2) during rehabilitation with pictures taken in 2014 and 2015
- 3) recent pictures showing the status of the cottages as of April 2016

## 5. Rehabilitation/Restoration & Maintenance Plan

A 10 Year Rehabilitation/Restoration Plan has been submitted detailing work to be performed on the subject property

YES ☒ NO ☐

A 10 Year Maintenance Plan has been submitted detailing work to be performed on the subject property

YES ☒ NO ☐

Proposed work will meet the *Secretary of the Interior's Standards for the Treatment of Historic Properties* and/or the California Historic Building Code.

YES ☒ NO ☐

Property owner will ensure that a portion of the Mills Act tax savings will be used to finance the preservation, rehabilitation, and maintenance of the property

YES ☒ NO ☐

Use this form to outline your rehabilitation/restoration plan. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed rehabilitation work (if applicable) and continue with work you propose to complete within the next ten years, followed by your proposed maintenance work. Arranging all scopes of work in order of priority.

Please note that *all applicable Codes and Guidelines apply to all work*, including the Planning Code and Building Code. If components of the proposed Plan require approvals by the Historic Preservation Commission, Planning Commission, Zoning Administrator, or any other government body, these **approvals must be secured prior to applying for a Mills Act Historical Property Contract**. This plan will be included along with any other supporting documents as part of the Mills Act Historical Property contract.

# _____ (Provide a scope number)	BUILDING FEATURE:			
Rehab/Restoration <input type="checkbox"/>	Maintenance <input type="checkbox"/>	Completed <input type="checkbox"/>	Proposed <input type="checkbox"/>	
CONTRACT YEAR FOR WORK COMPLETION:				
TOTAL COST (rounded to nearest dollar):				
DESCRIPTION OF WORK:				



## 6. Draft Mills Act Historical Property Agreement

Please complete the following Draft Mills Act Historical Property Agreement and submit with your application. A final Mills Act Historical Property Agreement will be issued by the City Attorney once the Board of Supervisors approves the contract. The contract is not in effect until it is fully executed and recorded with the Office of the Assessor-Recorder.

Any modifications made to this standard City contract by the applicant or if an independently-prepared contract is used, it shall be subject to approval by the City Attorney prior to consideration by the Historic Preservation Commission and the Board of Supervisors. This will result in additional application processing time and the timeline provided in the application will be nullified.

Recording Requested by,  
and when recorded, send notice to:  
Director of Planning  
1650 Mission Street  
San Francisco, California 94103-2414

### California Mills Act Historical Property Agreement

1338 Fillbert LLC  
PROPERTY NAME (IF ANY)  
1338 Fillbert Street, SF 94109  
PROPERTY ADDRESS  
San Francisco, California

THIS AGREEMENT is entered into by and between the City and County of San Francisco, a California municipal corporation ("City") and Dominique Lahoussou and ("Owner/s").

David N Low  
RECITALS

Owners are the owners of the property located at 1338 Fillbert Street, in San Francisco, California  
0524 - 0311 0321 0331 034 The building located at 1338 Fillbert Street, San Francisco  
BLOCK NUMBER LOT NUMBER PROPERTY ADDRESS

is designated as Landmark #232 (e.g. "a City Landmark pursuant to Article  
10 of the Planning Code") and is also known as the Bush Cottages or the School of Basic Design & Color  
HISTORIC NAME OF PROPERTY (IF ANY)

Owners desire to execute a rehabilitation and ongoing maintenance project for the Historic Property. Owners' application calls for the rehabilitation and restoration of the Historic Property according to established preservation standards, which it estimates will cost approximately Two Millions of Dollars (\$2,000,000). See Rehabilitation Plan, Exhibit A.  
AMOUNT IN WORD FORMAT AMOUNT IN NUMERICAL FORMAT

Owners' application calls for the maintenance of the Historic Property according to established preservation standards, which is estimated will cost approximately Forty Five Thousand / year (\$45,000 / year) annually. See Maintenance Plan, Exhibit B.  
AMOUNT IN WORD FORMAT AMOUNT IN NUMERICAL FORMAT

The State of California has adopted the "Mills Act" (California Government Code Sections 50280-50290, and California Revenue & Taxation Code, Article 1.9 [Section 439 et seq.] authorizing local governments to enter into agreements with property owners to potentially reduce their property taxes in return for improvement to and maintenance of historic properties. The City has adopted enabling legislation, San Francisco Administrative Code Chapter 71, authorizing it to participate in the Mills Act program.

Owners desire to enter into a Mills Act Agreement (also referred to as a "Historic Property Agreement") with the City to help mitigate its anticipated expenditures to restore and maintain the Historic Property. The City is willing to enter into such Agreement to mitigate these expenditures and to induce Owners to restore and maintain the Historic Property in excellent condition in the future.

NOW, THEREFORE, in consideration of the mutual obligations, covenants, and conditions contained herein, the parties hereto do agree as follows:

## 1. Application of Mills Act.

The benefits, privileges, restrictions and obligations provided for in the Mills Act shall be applied to the Historic Property during the time that this Agreement is in effect commencing from the date of recordation of this Agreement.

## 2. Rehabilitation of the Historic Property.

Owners shall undertake and complete the work set forth in Exhibit A ("Rehabilitation Plan") attached hereto according to certain standards and requirements. Such standards and requirements shall include, but not be limited to: the Secretary of the Interior's Standards for the Treatment of Historic Properties ("Secretary's Standards"); the rules and regulations of the Office of Historic Preservation of the California Department of Parks and Recreation ("OHP Rules and Regulations"); the State Historical Building Code as determined applicable by the City; all applicable building safety standards; and the requirements of the Historic Preservation Commission, the Planning Commission, and the Board of Supervisors, including but not limited to any Certificates of Appropriateness approved under Planning Code Article 10. The Owners shall proceed diligently in applying for any necessary permits for the work and shall apply for such permits not less than six (6) months after recordation of this Agreement, shall commence the work within six (6) months of receipt of necessary permits, and shall complete the work within three (3) years from the date of receipt of permits. Upon written request by the Owners, the Zoning Administrator, at his or her discretion, may grant an extension of the time periods set forth in this paragraph. Owners may apply for an extension by a letter to the Zoning Administrator, and the Zoning Administrator may grant the extension by letter without a hearing. Work shall be deemed complete when the Director of Planning determines that the Historic Property has been rehabilitated in accordance with the standards set forth in this Paragraph. Failure to timely complete the work shall result in cancellation of this Agreement as set forth in Paragraphs 13 and 14 herein.

## 3. Maintenance.

Owners shall maintain the Historic Property during the time this Agreement is in effect in accordance with the standards for maintenance set forth in Exhibit B ("Maintenance Plan"), the Secretary's Standards; the OHP Rules and Regulations; the State Historical Building Code as determined applicable by the City; all applicable building safety standards; and the requirements of the Historic Preservation Commission, the Planning Commission, and the Board of Supervisors, including but not limited to any Certificates of Appropriateness approved under Planning Code Article 10.

## 4. Damage.

Should the Historic Property incur damage from any cause whatsoever, which damages fifty percent (50%) or less of the Historic Property, Owners shall replace and repair the damaged area(s) of the Historic Property. For repairs that do not require a permit, Owners shall commence the repair work within thirty (30) days of incurring the damage and shall diligently prosecute the repair to completion within a reasonable period of time, as determined by the City. Where specialized services are required due to the nature of the work and the historic character of the features damaged, "commence the repair work" within the meaning of this paragraph may include contracting for repair services. For repairs that require a permit(s), Owners shall proceed diligently in applying for any necessary permits for the work and shall apply for such permits not less than sixty (60) days after the damage has been incurred, commence the repair work within one hundred twenty (120) days of receipt of the required permit(s), and shall diligently prosecute the repair to completion within a reasonable period of time, as determined by the City. Upon written request by the Owners, the Zoning Administrator, at his or her discretion, may grant an extension of the time periods set forth in this paragraph. Owners may apply for an extension by a letter to the Zoning Administrator, and the Zoning Administrator may grant the extension by letter without a hearing. All repair work shall comply with the design and standards established for the Historic Property in Exhibits A and B attached hereto and Paragraph 3 herein. In the case of damage to twenty percent (20%) or more of the Historic Property due to a catastrophic event, such as an earthquake, or in the case of damage from any cause whatsoever that destroys more than fifty percent (50%) of the Historic Property, the City and Owners may mutually agree to terminate this Agreement. Upon such termination, Owners shall not be obligated to pay the cancellation fee set forth in Paragraph 14 of this Agreement. Upon such termination, the City shall assess the full value of the Historic Property without regard to any restriction imposed upon the Historic Property by this Agreement and Owners shall pay property taxes to the City based upon the valuation of the Historic Property as of the date of termination.

## 5. Insurance.

Owners shall secure adequate property insurance to meet Owners' repair and replacement obligations under this Agreement and shall submit evidence of such insurance to the City upon request.

## 6. Inspections.

Owners shall permit periodic examination of the exterior and interior of the Historic Property by representatives of the Historic Preservation Commission, the City's Assessor, the Department of Building Inspection, the Planning Department, the Office of Historic Preservation of the California Department of Parks and Recreation, and the State Board of Equalization, upon seventy-two (72) hours advance notice, to monitor Owners' compliance with the terms of this Agreement. Owners shall provide all reasonable information and documentation about the Historic Property demonstrating compliance with this Agreement as requested by any of the above-referenced representatives.

## 7. Term.

This Agreement shall be effective upon the date of its recordation and shall be in effect for a term of ten years from such date ("Initial Term"). As provided in Government Code section 50282, one year shall be added automatically to the Initial Term, on each anniversary date of this Agreement, unless notice of nonrenewal is given as set forth in Paragraph 10 herein.

## 8. Valuation.

Pursuant to Section 439.4 of the California Revenue and Taxation Code, as amended from time to time, this Agreement must have been signed, accepted and recorded on or before the lien date (January 1) for a fiscal year (the following July 1-June 30) for the Historic Property to be valued under the taxation provisions of the Mills Act for that fiscal year.

## 9. Termination.

In the event Owners terminates this Agreement during the Initial Term, Owners shall pay the Cancellation Fee as set forth in Paragraph 15 herein. In addition, the City Assessor-Recorder shall determine the fair market value of the Historic Property without regard to any restriction imposed on the Historic Property by this Agreement and shall reassess the property taxes payable for the fair market value of the Historic Property as of the date of Termination without regard to any restrictions imposed on the Historic Property by this Agreement. Such reassessment of the property taxes for the Historic Property shall be effective and payable six (6) months from the date of Termination.

## 10. Notice of Nonrenewal.

If in any year after the Initial Term of this Agreement has expired either the Owners or the City desires not to renew this Agreement that party shall serve written notice on the other party in advance of the annual renewal date. Unless the Owners serves written notice to the City at least ninety (90) days prior to the date of renewal or the City serves written notice to the Owners sixty (60) days prior to the date of renewal, one year shall be automatically added to the term of the Agreement. The Board of Supervisors shall make the City's determination that this Agreement shall not be renewed and shall send a notice of nonrenewal to the Owners. Upon receipt by the Owners of a notice of nonrenewal from the City, Owners may make a written protest. At any time prior to the renewal date, City may withdraw its notice of nonrenewal. If in any year after the expiration of the Initial Term of the Agreement, either party serves notice of nonrenewal of this Agreement, this Agreement shall remain in effect for the balance of the period remaining since the execution of the last renewal of the Agreement.

## 11. Payment of Fees.

Within one month of the execution of this Agreement, City shall tender to Owners a written accounting of its reasonable costs related to the preparation and approval of the Agreement as provided for in Government Code Section 50281.1 and San Francisco Administrative Code Section 71.6. Owners shall promptly pay the requested amount within forty-five (45) days of receipt.

## 12. Default.

An event of default under this Agreement may be any one of the following:

- (a) Owners' failure to timely complete the rehabilitation work set forth in Exhibit A in accordance with the standards set forth in Paragraph 2 herein;
- (b) Owners' failure to maintain the Historic Property in accordance with the requirements of Paragraph 3 herein;
- (c) Owners' failure to repair any damage to the Historic Property in a timely manner as provided in Paragraph 4 herein;
- (d) Owners' failure to allow any inspections as provided in Paragraph 6 herein;
- (e) Owners' termination of this Agreement during the Initial Term;
- (f) Owners' failure to pay any fees requested by the City as provided in Paragraph 11 herein;
- (g) Owners' failure to maintain adequate insurance for the replacement cost of the Historic Property; or
- (h) Owners' failure to comply with any other provision of this Agreement.

An event of default shall result in cancellation of this Agreement as set forth in Paragraphs 13 and 14 herein and payment of the cancellation fee and all property taxes due upon the Assessor's determination of the full value of the Historic Property as set forth in Paragraph 14 herein. In order to determine whether an event of default has occurred, the Board of Supervisors shall conduct a public hearing as set forth in Paragraph 13 herein prior to cancellation of this Agreement.

### 13. Cancellation.

As provided for in Government Code Section 50284, City may initiate proceedings to cancel this Agreement if it makes a reasonable determination that Owners have breached any condition or covenant contained in this Agreement, has defaulted as provided in Paragraph 12 herein, or has allowed the Historic Property to deteriorate such that the safety and integrity of the Historic Property is threatened or it would no longer meet the standards for a Qualified Historic Property. In order to cancel this Agreement, City shall provide notice to the Owners and to the public and conduct a public hearing before the Board of Supervisors as provided for in Government Code Section 50285. The Board of Supervisors shall determine whether this Agreement should be cancelled. The cancellation must be provided to the Office of the Assessor-Recorder for recordation.

### 14. Cancellation Fee.

If the City cancels this Agreement as set forth in Paragraph 13 above, Owners shall pay a cancellation fee of twelve and one-half percent (12.5%) of the fair market value of the Historic Property at the time of cancellation. The City Assessor shall determine fair market value of the Historic Property without regard to any restriction imposed on the Historic Property by this Agreement. The cancellation fee shall be paid to the City Tax Collector at such time and in such manner as the City shall prescribe. As of the date of cancellation, the Owners shall pay property taxes to the City without regard to any restriction imposed on the Historic Property by this Agreement and based upon the Assessor's determination of the fair market value of the Historic Property as of the date of cancellation.

### 15. Enforcement of Agreement.

In lieu of the above provision to cancel the Agreement, the City may bring an action to specifically enforce or to enjoin any breach of any condition or covenant of this Agreement. Should the City determine that the Owners has breached this Agreement, the City shall give the Owners written notice by registered or certified mail setting forth the grounds for the breach. If the Owners do not correct the breach, or if it does not undertake and diligently pursue corrective action, to the reasonable satisfaction of the City within thirty (30) days from the date of receipt of the notice, then the City may, without further notice, initiate default procedures under this Agreement as set forth in Paragraph 13 and bring any action necessary to enforce the obligations of the Owners set forth in this Agreement. The City does not waive any claim of default by the Owners if it does not enforce or cancel this Agreement.

### 16. Indemnification.

The Owners shall indemnify, defend, and hold harmless the City and all of its boards, commissions, departments, agencies, agents and employees (individually and collectively, the "City") from and against any and all liabilities, losses, costs, claims, judgments, settlements, damages, liens, fines, penalties and expenses incurred in connection with or arising in whole or in part from: (a) any accident, injury to or death of a person, loss of or damage to property occurring in or about the Historic Property; (b) the use or occupancy of the Historic Property by the Owners, their Agents or Invitees; (c) the condition of the Historic Property; (d) any construction or other work undertaken by Owners on the Historic Property; or (e) any claims by unit or interval Owners for property tax reductions in excess those provided for under this Agreement. This indemnification shall include, without limitation, reasonable fees for attorneys, consultants, and experts and related costs that may be incurred by the City and all indemnified parties specified in this Paragraph and the City's cost of investigating any claim. In addition to Owners' obligation to indemnify City, Owners specifically acknowledge and agree that they have an immediate and independent obligation to defend City from any claim that actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false, or fraudulent, which obligation arises at the time such claim is tendered to Owners by City, and continues at all times thereafter. The Owners' obligations under this Paragraph shall survive termination of this Agreement.

### 17. Eminent Domain.

In the event that a public agency acquires the Historic Property in whole or part by eminent domain or other similar action, this Agreement shall be cancelled and no cancellation fee imposed as provided by Government Code Section 50288.

### 18. Binding on Successors and Assigns.

The covenants, benefits, restrictions, and obligations contained in this Agreement shall be deemed to run with the land and shall be binding upon and inure to the benefit of all successors and assigns in interest of the Owners.

19. Legal Fees.

In the event that either the City or the Owners fail to perform any of their obligations under this Agreement or in the event a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the prevailing party may recover all costs and expenses incurred in enforcing or establishing its rights hereunder, including reasonable attorneys' fees, in addition to court costs and any other relief ordered by a court of competent jurisdiction. Reasonable attorneys fees of the City's Office of the City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience who practice in the City of San Francisco in law firms with approximately the same number of attorneys as employed by the Office of the City Attorney.

20. Governing Law.

This Agreement shall be construed and enforced in accordance with the laws of the State of California.

21. Recordation.

The contract will not be considered final until this agreement has been recorded with the Office of the Assessor-Recorder of the City and County of San Francisco.

22. Amendments.

This Agreement may be amended in whole or in part only by a written recorded instrument executed by the parties hereto in the same manner as this Agreement.

23. No Implied Waiver.

No failure by the City to insist on the strict performance of any obligation of the Owners under this Agreement or to exercise any right, power, or remedy arising out of a breach hereof shall constitute a waiver of such breach or of the City's right to demand strict compliance with any terms of this Agreement.

24. Authority.

If the Owners sign as a corporation or a partnership, each of the persons executing this Agreement on behalf of the Owners does hereby covenant and warrant that such entity is a duly authorized and existing entity, that such entity has and is qualified to do business in California, that the Owner has full right and authority to enter into this Agreement, and that each and all of the persons signing on behalf of the Owners are authorized to do so.

25. Severability.

If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

26. Tropical Hardwood Ban.

The City urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood or tropical hardwood product.

27. Charter Provisions.

This Agreement is governed by and subject to the provisions of the Charter of the City.

28. Signatures.

This Agreement may be signed and dated in parts

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as follows:

\_\_\_\_\_  
**CARMEN CHU**  
ASSESSOR-RECORDER  
CITY & COUNTY OF SAN FRANCISCO

\_\_\_\_\_  
Date

\_\_\_\_\_  
**JOHN RAHAIM**  
DIRECTOR OF PLANNING  
CITY & COUNTY OF SAN FRANCISCO

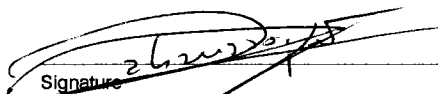
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Date

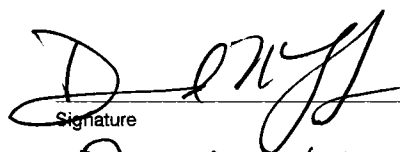
\_\_\_\_\_  
APPROVED AS PER FORM:  
**DENNIS HERRERA**  
CITY ATTORNEY  
CITY & COUNTY OF SAN FRANCISCO

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name  
DEPUTY CITY ATTORNEY

  
Signature  
4/27/16  
Date  
Dominique Lehaussais  
Print name  
OWNER

  
Signature  
4/27/16  
Date  
DAVID N. LOWER  
Print name  
OWNER

Owner/s' signatures must be notarized. Attach notary forms to the end of this agreement.  
(If more than one owner, add additional signature lines. All owners must sign this agreement.)

## 7. Notary Acknowledgment Form

The notarized signature of the majority representative owner or owners, as established by deed or contract, of the subject property or properties is required for the filing of this application. (Additional sheets may be attached.)

State of California

County of: \_\_\_\_\_

On: \_\_\_\_\_ before me, \_\_\_\_\_  
DATE INSERT NAME OF THE OFFICER

NOTARY PUBLIC personally appeared: \_\_\_\_\_  
NAME(S) OF SIGNER(S)

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
SIGNATURE

( PLACE NOTARY SEAL ABOVE )

*Pls see attached loose certificate (cm) 4/27/10*



# ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of San Francisco }

On April 27, 2016 before me, Cheryl Meril, Notary Public  
(Here insert name and title of the officer)

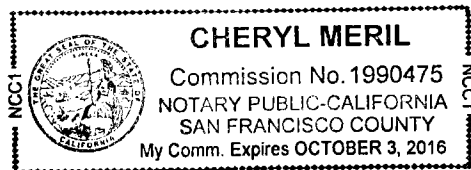
personally appeared David N. Low and Dominique Labussois —  
who proved to me on the basis of satisfactory evidence to be the person(s) whose  
~~name(s) is/are~~ subscribed to the within instrument and acknowledged to me that  
he/she/they executed the same in his/her/their authorized capacity(ies),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

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

WITNESS my hand and official seal.

Cheryl Meril  
Notary Public Signature

(Notary Public Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Mills Act H.S. Parcel Property

(Title or description of attached document)

Assessment

(Title or description of attached document continued)

Number of Pages 3 Document Date \_\_\_\_\_

### CAPACITY CLAIMED BY THE SIGNER

- ☒ Individual(s)  
☐ Corporate Officer

\_\_\_\_\_  
(Title)

- ☐ Partner(s)  
☐ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.



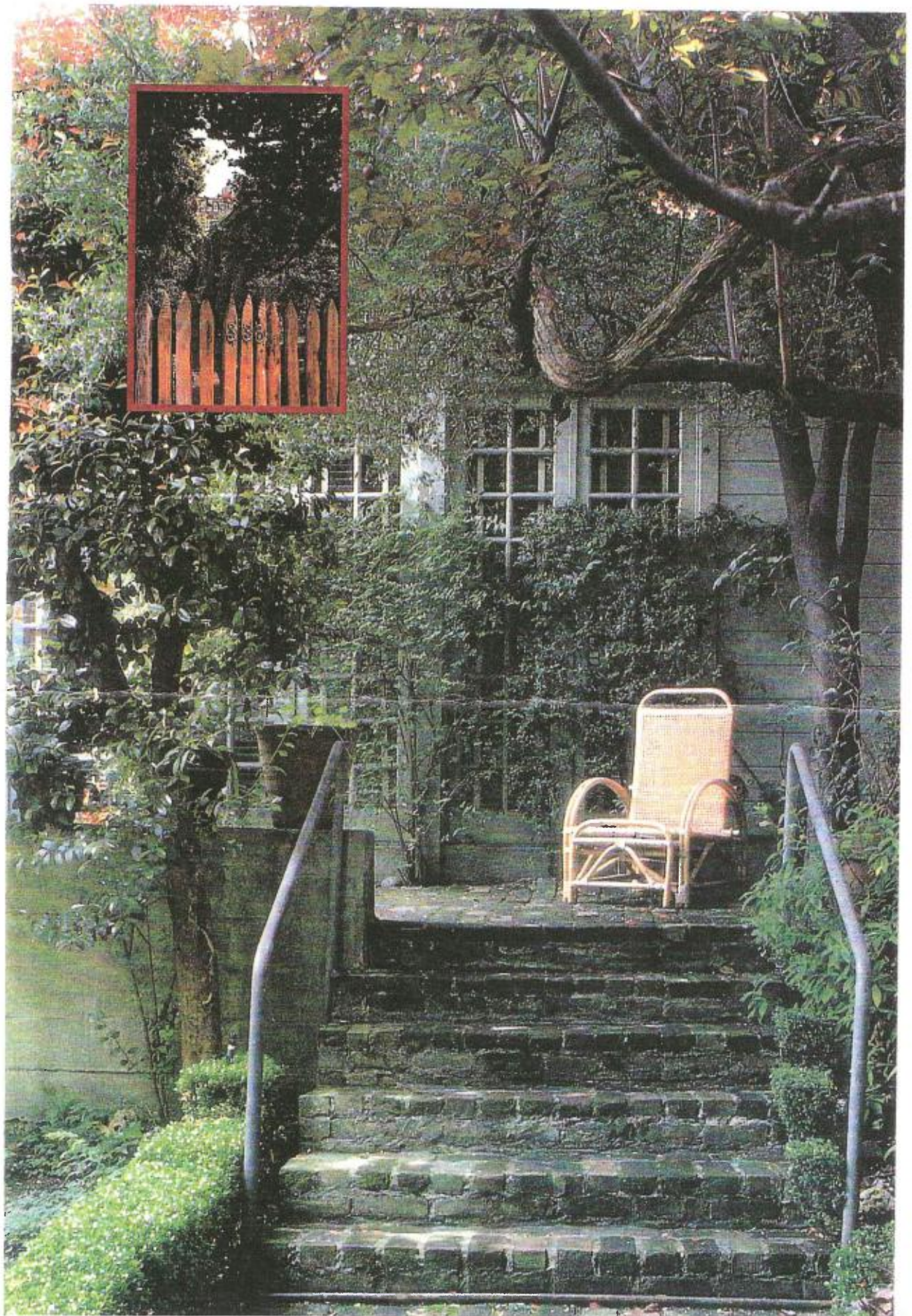
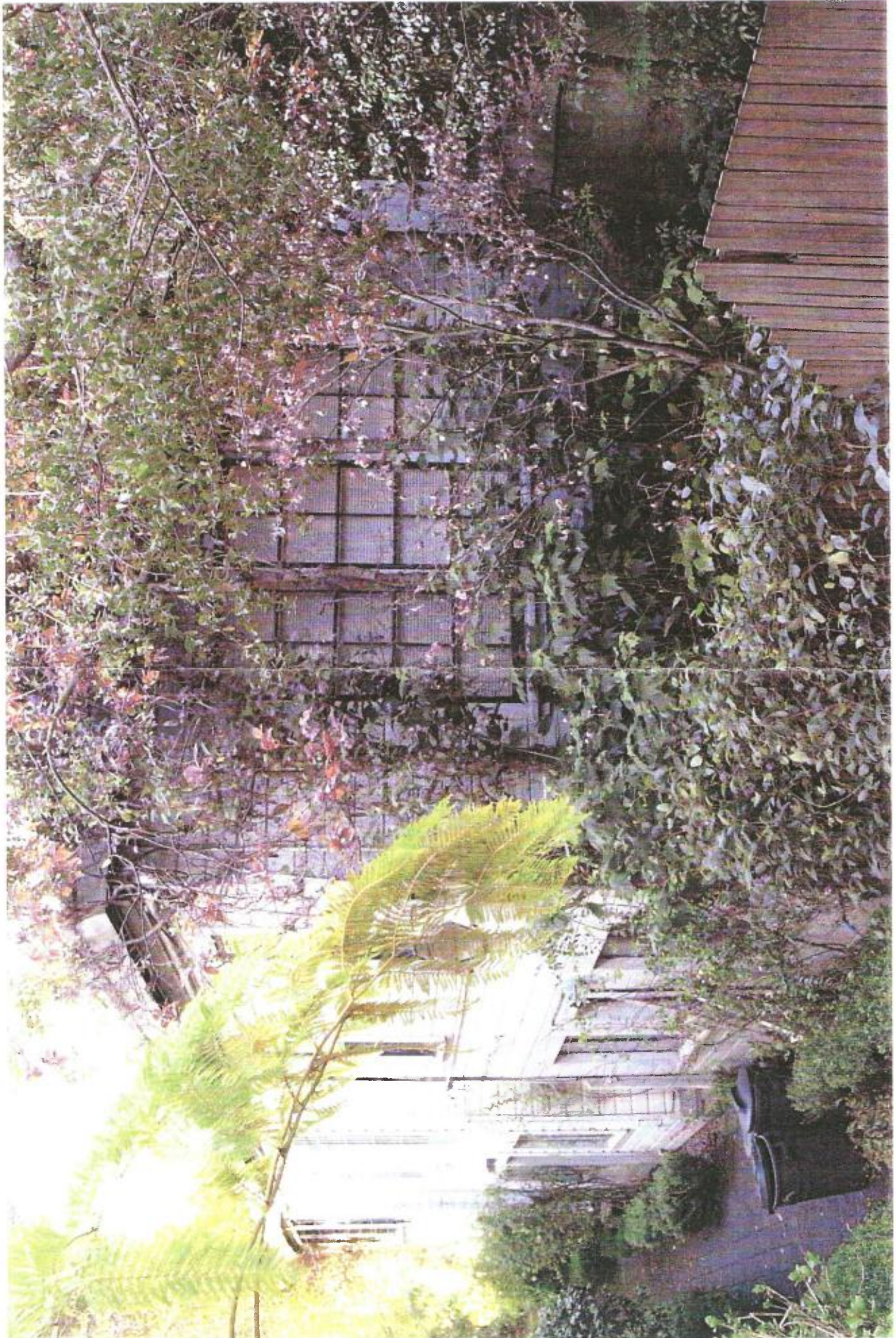


EXHIBIT B-1  
Cottage A Studio  
From Sexton, "The Cottage Book," p. 45.





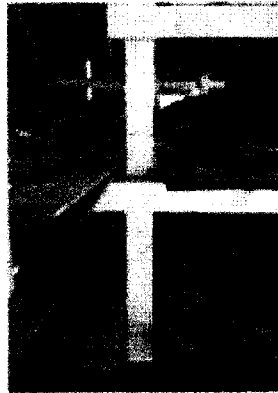
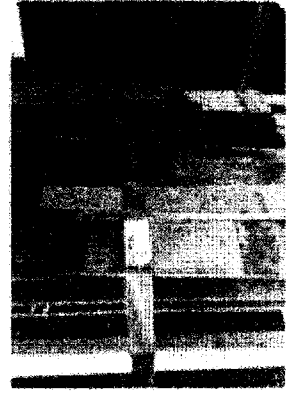
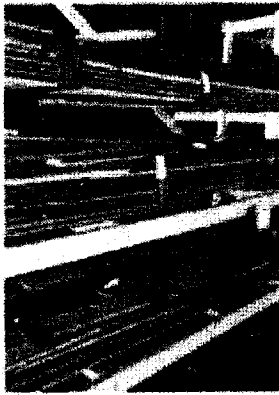




original fence

8/1/13

Gmail - Photos from 1338 Filbert week 7



Pictures.zip

357K





**Photographic Illustrations of 1338 Filbert during Rehabilitation**



Some retaining walls of the Larkin's neighbors





More retaining walls of the Larkin's neighbors

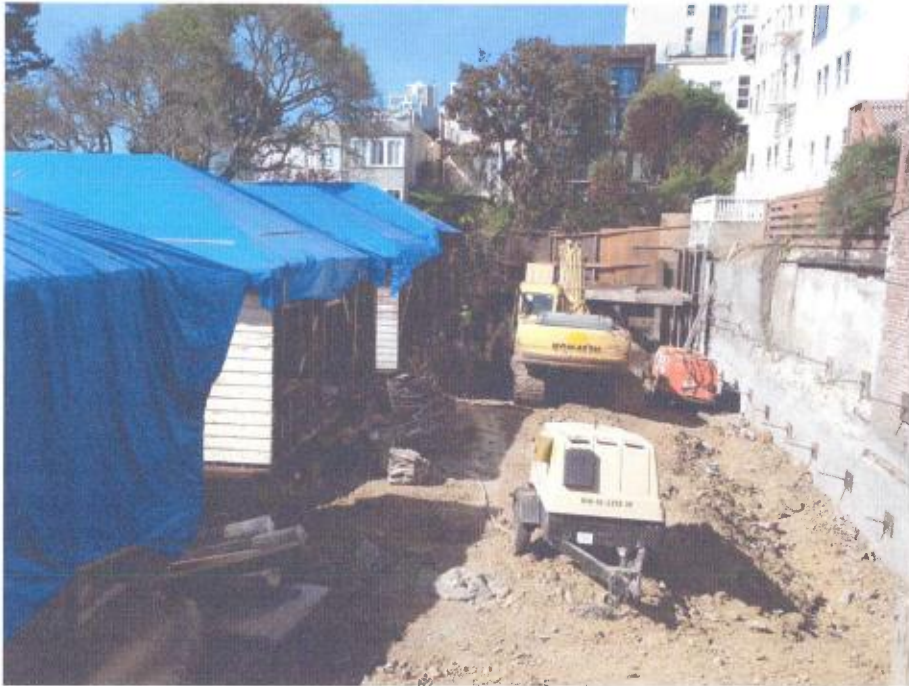






Ties Backs in Consolidated Larkin Retaining Walls





Cottages shored and cribbed during Rehabilitation







Shoring during Rehabilitation





More shoring during Rehabilitation





Cottages viewed from Larkin's neighbors











Between Cottage C and Cottage D  
April 2016



View from the street Cottages A through D, April 2016



Looking from Cottage D to Cottage A ,  
April 2016



Between Cottage B and Cottage C  
April 2016

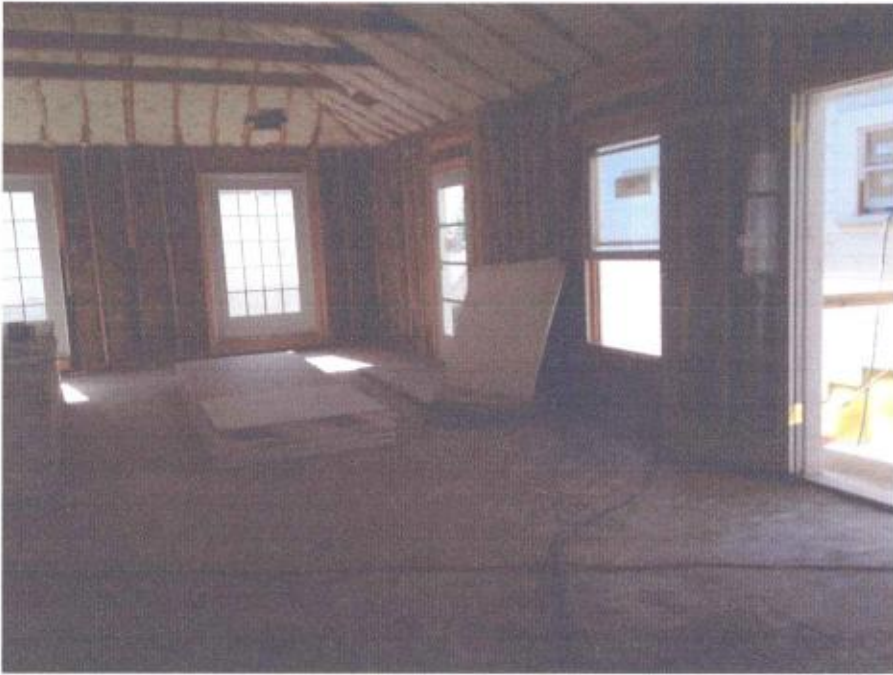




Main doors of the Studio ready for installation, April 2014



South Façade of Cottage A waiting for siding, April 2016



Cottage B from inside and outside, all windows and partial siding, April 2016





Cottage C from inside and outside, April 2016







Cottage D, exterior before stairs, April 2016



Restored entry door and window in unit D, April 2016



City & County of San Francisco  
José Cisneros, Treasurer  
David Augustine, Tax Collector  
Secured Property Tax Bill

1 Dr. Carlton B. Goodlett Place  
City Hall, Room 140  
San Francisco, CA 94102  
www.sftreasurer.org

For Fiscal Year July 1, 2015 through June 30, 2016

Vol	Block	Lot	Account Number	Tax Rate	Original Mail Date	Property Location
04	0524	031	052400310	1.1826%	October 16, 2015	1338 FILBERT ST #1

Assessed on January 1, 2015

To: 1338 FILBERT LLC

**1338 FILBERT LLC  
DOMINIQUE LAHAUSOIS  
30 BLACKSTONE CT  
SAN FRANCISCO CA 94123**

Assessed Value		
Description	Full Value	Tax Amount
Land	778,388	9,205.21
Structure	628,464	7,432.21
Fixtures		
Personal Property		
Gross Taxable Value	1,406,852	16,637.43
Less HO Exemption		
Less Other Exemption		
<b>Net Taxable Value</b>	<b>1,406,852</b>	<b>\$16,637.43</b>

Direct Charges and Special Assessments			
Code	Type	Telephone	Amount Due
29	RENT STABILIZATION	(415) 701-2311	37.00
89	SFUSD FACILITY DIST	(415) 355-2203	35.34
91	SFCCD PARCEL TAX	(415) 487-2400	79.00
92	APARTMENT LIC. FEE	(415) 558-6288	81.50
98	SF - TEACHER SUPPORT	(415) 355-2203	230.94
<b>Total Direct Charges and Special Assessments</b>			<b>\$463.78</b>

► **TOTAL DUE** **\$17,101.20**

1st Installment	2nd Installment
<b>\$8,550.60</b>	<b>\$8,550.60</b>
Due: November 1, 2015 Delinquent after Dec 10, 2015	Due: February 1, 2016 Delinquent after April 10, 2016

Pay online at **SFTREASURER.ORG**

Keep this portion for your records. See back of bill for payment options and additional information.



City & County of San Francisco  
José Cisneros, Treasurer  
David Augustine, Tax Collector  
Secured Property Tax Bill

1 Dr. Carlton B. Goodlett Place  
City Hall, Room 140  
San Francisco, CA 94102  
www.sftreasurer.org

For Fiscal Year July 1, 2015 through June 30, 2016

Vol	Block	Lot	Account Number	Tax Rate	Original Mail Date	Property Location
04	0524	032	052400320	1.1826%	October 16, 2015	1338 FILBERT ST #2

Assessed on January 1, 2015

To: 1338 FILBERT LLC

**1338 FILBERT LLC  
DOMINIQUE LAHAUSOIS  
30 BLACKSTONE CT  
SAN FRANCISCO CA 94123**

Assessed Value		
Description	Full Value	Tax Amount
Land	568,700	6,725.44
Structure	617,427	7,301.69
Fixtures		
Personal Property		
Gross Taxable Value	1,186,127	14,027.13
Less HO Exemption		
Less Other Exemption		
<b>Net Taxable Value</b>	<b>1,186,127</b>	<b>\$14,027.13</b>

Direct Charges and Special Assessments			
Code	Type	Telephone	Amount Due
29	RENT STABILIZATION	(415) 701-2311	37.00
89	SFUSD FACILITY DIST	(415) 355-2203	35.34
91	SFCCD PARCEL TAX	(415) 487-2400	79.00
92	APARTMENT LIC. FEE	(415) 558-6288	81.50
98	SF - TEACHER SUPPORT	(415) 355-2203	230.94
<b>Total Direct Charges and Special Assessments</b>			<b>\$463.78</b>

► **TOTAL DUE \$14,490.90**

1st Installment	2nd Installment
\$7,245.45	\$7,245.45
Due: November 1, 2015	Due: February 1, 2016
Delinquent after Dec 10, 2015	Delinquent after April 10, 2016

**Pay online at SFTREASURER.ORG**

Keep this portion for your records. See back of bill for payment options and additional information.



City & County of San Francisco  
José Cisneros, Treasurer  
David Augustine, Tax Collector  
Secured Property Tax Bill

1 Dr. Carlton B. Goodlett Place  
City Hall, Room 140  
San Francisco, CA 94102  
www.sftreasurer.org

For Fiscal Year July 1, 2015 through June 30, 2016

Vol	Block	Lot	Account Number	Tax Rate	Original Mail Date	Property Location
04	0524	033	052400330	1.1826%	October 16, 2015	1338 FILBERT ST #3

Assessed on January 1, 2015

To: 1338 FILBERT LLC

**1338 FILBERT LLC**  
**DOMINIQUE LAHAUSOIS**  
**30 BLACKSTONE CT**  
**SAN FRANCISCO CA 94123**

Assessed Value		
Description	Full Value	Tax Amount
Land	397,134	4,696.50
Structure	608,398	7,194.91
Fixtures		
Personal Property		
Gross Taxable Value	1,005,532	11,891.42
Less HO Exemption		
Less Other Exemption		
<b>Net Taxable Value</b>	<b>1,005,532</b>	<b>\$11,891.42</b>

Direct Charges and Special Assessments			
Code	Type	Telephone	Amount Due
89	SFUSD FACILITY DIST	(415) 355-2203	35.34
91	SFCCD PARCEL TAX	(415) 487-2400	79.00
92	APARTMENT LIC. FEE	(415) 558-6288	81.50
98	SF - TEACHER SUPPORT	(415) 355-2203	230.94
<b>Total Direct Charges and Special Assessments</b>			<b>\$426.78</b>

► **TOTAL DUE** **\$12,515.94**

1st Installment	2nd Installment
<b>\$6,257.97</b>	<b>\$6,257.97</b>
Due: November 1, 2015	Due: February 1, 2016
Delinquent after Dec 10, 2015	Delinquent after April 10, 2016

Pay online at **SFTREASURER.ORG**

Keep this portion for your records. See back of bill for payment options and additional information.



City & County of San Francisco  
José Cisneros, Treasurer  
David Augustine, Tax Collector  
Secured Property Tax Bill

1 Dr. Carlton B. Goodlett Place  
City Hall, Room 140  
San Francisco, CA 94102  
www.sftreasurer.org

For Fiscal Year July 1, 2015 through June 30, 2016

Vol	Block	Lot	Account Number	Tax Rate	Original Mail Date	Property Location
04	0524	034	052400340	1.1826%	October 16, 2015	1338 FILBERT ST #4

Assessed on January 1, 2015

To: 1338 FILBERT LLC

**1338 FILBERT LLC  
DOMINIQUE LAHAUSOIS  
30 BLACKSTONE CT  
SAN FRANCISCO CA 94123**

Assessed Value		
Description	Full Value	Tax Amount
Land	413,020	4,884.37
Structure	609,233	7,204.78
Fixtures		
Personal Property		
Gross Taxable Value	1,022,253	12,089.16
Less HO Exemption		
Less Other Exemption		
<b>Net Taxable Value</b>	<b>1,022,253</b>	<b>\$12,089.16</b>

Direct Charges and Special Assessments			
Code	Type	Telephone	Amount Due
29	RENT STABILIZATION	(415) 701-2311	74.00
89	SFUSD FACILITY DIST	(415) 355-2203	35.34
91	SFCCD PARCEL TAX	(415) 487-2400	79.00
92	APARTMENT LIC. FEE	(415) 558-6288	81.50
98	SF - TEACHER SUPPORT	(415) 355-2203	230.94
<b>Total Direct Charges and Special Assessments</b>			<b>\$500.78</b>

► **TOTAL DUE** **\$12,392.20**

1st Installment	2nd Installment
\$6,196.10	\$6,196.10
Due: November 1, 2015 Delinquent after Dec 10, 2015	Due: February 1, 2016 Delinquent after April 10, 2016

**Pay online at SFTREASURER.ORG**

Keep this portion for your records. See back of bill for payment options and additional information.



*Non-owner occupied properties currently undergoing rehabilitation must provide additional information:*

-The property bought in 2007 had been vacant for at least 7 years and the cottages were derelict. They could not be occupied or rented. Total area was 5,590 square feet. Building 031 (studio and Cottage A) was approximately 2,000 square feet. Building 032 (Cottage B) was about 1,480 square feet. Building 033 (Cottage C) was 1,035 square feet and building 034 (Cottage D) was 1,105 square feet.

-No income prior to renovation. Expenses included preservation architects for historical resource evaluation, architects for designing plans, lawyers, surveyors, soil and structural engineers, all the expenses associated for securing proper historical surveys and authorization, and getting building permits. Also incurred were on-going property taxes, financing costs and insurance.

-Rehabilitation started briefly in July 2013, stopped between August and November (because of legal continuance) and finally resumed in 2013.

-It is anticipated that the rehabilitation will be completed in 2017 at which time it will be able to be owner-occupied for one unit and to generate rental income in the three other units.

-The anticipated income for 031 is \$9,500 per month, 032 \$7,500, 033 at \$8,000 and 034 at \$8,750. This is based on comparable offerings in Russian Hill, adjusting for size and lack of water views. Annual expenses are estimated as 15% of annual income.

# Comparable Rental Statistics for zip codes 94109 and 94133

Trulia/ Zillow/ Craigslist April 2016

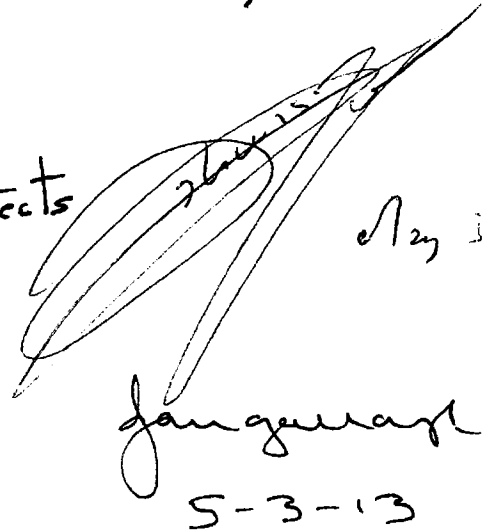
Address	description	square footage	monthly rent other
2390 Hyde St #1 94109	3 and 3	3000 views	\$13,895
gated russian hill penthouse	3 and 2	views	\$13,500
1100 Lombard 94109	2 and 2.5	views	\$12,500
penthouse terrace patio	3 and ?	views	\$12,450
undisclosed 94109	2 and 3	views	\$11,000 furnished
2735 Larkin St #1 94109	2 and 2	views	\$10,995
2242 Leavenworth St 94133	3 and 2	2200	\$9,950
763 Bay Larkin 94109	3 and 3	1700	\$9,800
999 Green St, #1704, 94133	2 and 2	1681 views	\$9,000
flat plus studio	3 and 3	1800 views	\$8,900 furnished
premier condo doorman	3 and ?	1854	\$8,500
1360 Lombard St 94109	2 and 2		\$8,250 furnished
1056 Greenwich St 94133	3 and 2	2400 views	\$7,450
2625 Leavenworth St 94133	3 and 2	1400 views	\$7,500
wonderful and bright (hyde and filbert)	3 and 1.5		\$6,995 includes utilities
1173 Filbet St	3 and 1.5	1350	\$6,800
lovely victorian building	3 and 2		\$6,384
1425 Vallejo St 94109	2 and 2		\$5,195
		mean	\$9,392.44
		median	\$8,950

EXHIBIT A - CONSTRUCTION COSTS

Attached signed Contractors Bid Proposal

based on the Plans, including

- DB ✓ 1) Landmark Restoration and Addition, dated Dec 2012  
2) Project Specifications, and  
3) Project Schedules  
produced by Buttrick Wong Architects

  
Janquaye  
5-3-13

May 3, 2013

**Achill Beg Construction, Inc.**
**Cost Breakdown**

 Project **Filbert Street Cottages**

 Architects **Buttrick Wong Architects**

 Location **1338 Filbert Street, San Francisco, CA 94109**

 Engineers **GFDS Engineers**

#	Description	May 1, 2013 ACHILL BEG	May 1, 2013 I.L.C
010	<b>General Requirements</b>	<b>\$ 234,400</b>	<b>\$ 388,250</b>
	Project coordination & supervision	\$ 70,000	
	Site set-up & temporary toilet for workers	\$ 9,900	
	Tools, storage box & equipment rental	\$ 9,300	
	Forklift: loading & unloading	\$ 7,800	
	Scaffolding for exterior work & netting containment	\$ 28,400	
	Sidewalk safety barricade	\$ 4,100	
	Progress clean up and debris removal	\$ 19,200	
	Final clean-up	\$ 8,500	
	Mock-ups / design documentation layout diagrams	T & M By Owner	
	Flashing at property line walls		
	Roofing & roof flashings		
	Kitchen cabinets, master bedroom cabinets & wall panels		
	MEP Systems, design & equipment		
	Dumbwaiter		
	Car lift		
	Rolling car gate		
	Low voltage systems		
	Fireplace flues & vents		
	Shower pans & interior waterproofing		
	Retaining wall rebuild		
	Brick masonry paving replacement		
	Brick masonry wall		
	Siding replacement with representative window trims		
	Soffit repairs		
	Window & door flashings		
	Colored concrete stairs		
	Roofing & roof flashings		
	Photo documentation & CDROM, Survey Monitoring & Final Affidavit during Excavation	\$ 13,000	
	Preservation measures & site protection	\$ 11,000	
	Green point documentation & compliance, certification, weekly site meeting & documentai	\$16,200	
	Sidewalk encroachment & closure permit and traffic control permits	Allowance 2,500	
	General contractor's liability insurance	\$12,000	
	Owner's wrap insurance policy - construction - 10 years thereafter	By Owner Excluded	\$125,000
	Builders Risk Insurance Policy	By Owner	\$50,000
	Temporary water & power during construction	By Owner Excluded	\$10,000
	Special inspection fees & coordination	Allowance	\$5,000
	SF DBI permit plan check & parking permits and fees (18 Months)	Allowance	\$6,250
	PG & E charges & fees	Allowance	\$15,000
	2" Domestic Water Meter Service SF Water Dept	Allowance	\$12,000
	6" Fire Service	Allowance	\$15,000
	New sewer lateral	Allowance \$ 10,500	
	New street grading	Allowance \$ 12,000	
	Preservation architects review & consultation	By Owner Excluded	\$150,000.00
020	<b>Site Preparation &amp; Demolition</b>	<b>\$ 969,967</b>	<b>\$ -</b>
	Selective demolition & removal		
	Existing non-historically contributing additions % of work completed & paid	\$ 3,500	
	Existing foundations, slab on grade & site structures	\$ 3,250	
	Existing SF Landmark cottages temporary shoring / lifting / bracing	\$ 26,240	

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Page 1 of 6

**Achill Beg Construction, Inc.****Cost Breakdown**Project **Filbert Street Cottages**Architects **Buttrick Wong Architects**Location **1338 Filbert Street, San Francisco, CA 94109**Engineers **GFDS Engineers**

#	Description	May 1, 2013 ACHILL BEG	May 1, 2013 I.L.C.
	Excavation, shoring, tiebacks & lagging system	\$ 886,730	
	Shoring, tiebacks & lagging system	-	
	Mass excavation & soldier beams	-	
	Asbestos Abatement & Mitigation by MG Remediation, Inc.	\$ 8,281	
	Drainage System for Perimeter Concrete Walls	\$41,966	
NEW 030	<b>Landscaping &amp; Planting</b>	\$ 107,980	\$ 75,000
	Landscape planting, irrigation & site lighting	Excluded	\$75,000
	Reconstruct (e) grapestakes fence over (e) stepped masonry wall & concrete footings	\$ 14,250	
	New auto sliding gate including "Door King 9070" slide gate operator	\$ 9,540	
	Pl. fence, 6'-0" high pressure treated posts and framing cedar wooden planks	\$ 15,260	
	Side yard fences, 4" x 4" steel tube - 1/4" wood & safety glass panels, back to back	\$ 34,080	
	Trellises, 5'4" x 3 1/2" lumber attached to steel brackets & stainless steel fasteners	\$ 15,000	
	Main gates, steel frames with wood infill (4 F.A.)	\$ 3,180	
	Sidewalk entry gate including hardware	\$ 1,060	
	Landscape screen	\$ 12,500	
	Prune street trees prior to construction	\$ 1,200	
	Protect (e) street trees during construction	\$ 1,910	
040	<b>Concrete</b>	\$ 887,160	\$ -
	Reinforced concrete foundations including rebars & formwork	\$ 594,400	
	Concrete foundations / mat slab	-	
	Concrete retaining walls	-	
	Concrete suspended slab, 14"	-	
	Concrete columns	-	
	Concrete slabs	-	
	Excavate for concrete foundations	-	
	Sand and drain rock	-	
	Flyash in concrete for Green point points	-	
	Concrete sidewalk, curb & gutter	\$ 23,500	
	Prepuite 300R & 160R waterproofing system [Quote dated 06/19/2012]	\$ 225,750	
	New concrete retaining wall under the sidewalk	\$ 20,610	
	New integral color concrete stairs	\$ 22,900	
050	<b>Masonry</b>	\$ 179,700	\$ -
	Remove (e) brick paving, salvage, palletize, store, clean & reinstall	\$ 46,000	
	New precast concrete pavers between cottages A+B & C+D	\$ 7,900	
	Storage Facility for existing bricks to be determined	\$ 6,300	
NEW	Slabstone all elements	\$ 119,500	
060	<b>Metals</b>	\$ 197,250	\$ -
	Structural steel framing, plates & connections	\$ 126,400	
	Structural steel framing - tube steel	-	
	Steel plates, bolts, welding and miscellaneous	-	
	Metal stair fabrication	\$ 61,250	
	Coated metal fabric at stucco wall - Trellis on New Addition East Wall	\$ 9,600	
070	<b>Wood Framing</b>	\$ 546,730	\$ -
	Rough framing for floors and walls	\$ 377,430	
	Rough framing for reframing of cottage roofs	\$ 48,000	
	Interior stairs framing	\$ 12,400	

4x \$12000

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Page 2 of 6

**Achill Beg Construction, Inc.****Cost Breakdown**Project **Filbert Street Cottages**Architects **Buttrick Wong Architects**Location **1338 Filbert Street, San Francisco, CA 94109**Engineers **GFDS Engineers**

#	Description	May 1, 2013 ACHILL BEG	May 1, 2013 LLC
	Exterior stairs framing, up to Unit D	\$ 8,310	
	Blocking, nailers, sheathing.	\$ 13,540	
	Holddowns, hangers, post cap, straps & ties	\$ 14,000	
	Premium for FSC certified lumber for framing	<i>Included</i>	
	Floating subfloor system for radiant heating	\$ 73,050	
080	<b>Thermal &amp; Moisture Protection</b>	\$ 184,275	\$ -
	Batts insulation at roofs, walls & floors	\$ 13,010	
	Spray insulation in new addition ceiling	\$ 6,360	
	Cellulose insulation in new addition walls	\$ 7,310	
	Premium for low VOC insulation for Green point points	\$ 2,500	
	Modify bitumen roofing / traffic topping	\$ 58,000	
	Waterproofing membrane - sheetmetal pans - shower area	\$ 2,865	
	Stainless steel flashings & downspouts	\$ 38,535	
	Stainless steel drain pans at laundry area	\$ 4,770	
	Hot dipped heavy gauge GSM valley flashing, edges & parapets	\$ 10,815	
	Natural zinc skirt flashing and zinc base flashings	\$ 8,400	
	Sealant and caulking	\$ 5,410	
	Living Roof	\$ 6,300	
	Henry's Air Bloc waterproofing	\$ 20,000	
090	<b>Exterior Finishes</b>	\$ 275,840	\$ -
	Exterior window treatments, trims & moldings	\$ 12,210	
	Clear cedar wood siding, painted	\$ 51,900	
	Wood cedar siding, 3 1/2" v-groove, painted	\$ 4,950	
	Stucco finish - New Addition East Wall	\$ 9,800	
	Zinc siding panels 18 gauge, brackets & hat channels	\$ 108,680	
	Prep & paint exterior wood siding & trims - low VOC paint	\$ 71,300	
	Glass dividing fence between units	\$ 17,000	
100	<b>Doors, Windows &amp; Skylights</b>	\$ 393,420	\$ -
	Custom windows, wood frames, double pane	\$ 167,060	
	Aluminum "Blomberg" windows	\$ 24,000	
	Interior & exterior custom wood doors & frames	\$ 126,590	
	Windows installation - Labor	\$ 21,370	
	Doors installation - Labor	\$ 21,030	
	Window & door flexible flashings	\$ 6,700	
	Aluminum infill panels, clear anodized	\$ 9,330	
	Door hardware	\$ 8,140	
	Access doors	\$ 1,500	
	Skylight, triple insulated	\$ 4,800	
	Skylight option, lens cover	\$ 2,900	
110	<b>Interior Finishes</b>	\$ 695,400	\$ -
	Sheetrock wall & ceilings, level 4 finish	\$ 91,600	
	Interior wall handrails & brackets	\$ 18,920	
	Interior moldings, trims, casing, baseboards, - paint grade	\$ 78,000	
	Bathrooms floor tile & walls tile - allow \$20/SF for materials	\$ 98,350	
	Bathrooms floor tile & walls tile - Labor	\$ 73,760	

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Page 3 of 6



# Achill Beg Construction, Inc.

Office (415) 643-4426  
Fax (415) 643-4649  
achillbeg@aol.com  
License #709622

## CHANGE ORDER #7

### Contract Change Order Request:

**To:** David Low & Dominique Lahaussais  
**From:** Achill Beg Construction Inc.  
**Project:** 1338 Filbert Street, San Francisco, CA 94109  
**Date Created:** 7/16/2014  
ORIGINAL CONTRCT AMOUNT: \$7,268,462  
REVISED CONTRACT AMOUNT: \$7,283,112  
REVISION TO COMPLETION OF CONTRACT: + 4 DAYS

**TOTAL CHANGE ORDER: \$ 14,650 + 4 DAYS**

### Change Order Request Description:

Structural shoring Change Order and sequence concrete pours to reduce size of penetration through 1<sup>st</sup> floor concrete slab from shoring elements.

Please issue a contract change order in the amount of \$ 14,650 and provide your acceptance of this additive change order and notice to proceed with this added work.

### Existing Contract Line Items:

#	Cost Code	Description	Amount
1	020.03	Existing SF Landmark cottages temporary shoring/lifting/bracing	\$ 26,240
<b>TOTAL</b>			<b>\$ 26,240</b>

### Proposed New Line Items:

#	Cost Code	Description	Amount	Difference
1	020.03	Existing SF Landmark cottages temporary shoring/lifting/bracing	\$37,740	\$ 11,500
2		Additional stop end requirement in segregation of concrete pour & striking of material	\$ 2,400	\$ 2,400
3		Additional Pump costs & pump set up	\$ 750	\$ 750
<b>TOTAL</b>			<b>\$ 40,890</b>	<b>\$ 14,650</b>

Achill Beg Construction, Inc.

David Low & Dominique Lahaussais

Signature

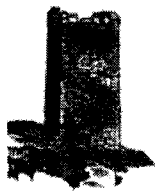
Date

Signature

Date

Kevin Bz





# Achill Beg Construction, Inc.

Office (415) 643-4426  
Fax (415) 643-4649  
achillbeg@aol.com  
License #709622

## CHANGE ORDER #9

### Contract Change Order Request: Revised Storage Area Plan

**To:** David Low & Dominique Lahaussais  
**From:** Achill Beg Construction Inc.  
**Project:** 1338 Filbert Street, San Francisco, CA 94109

**Date Created:** 11/10/2014

ORIGINAL CONTRCT AMOUNT: \$7,337,710

REVISED CONTRACT AMOUNT: \$ 7,344,074

REVISION TO COMPLETION OF CONTRACT: 1 day

**TOTAL CHANGE ORDER: \$6,364 + 1 day**

#### Change Order Request Description:

Redesign of Shoring System as requested by Engineers

Please issue a contract change order in the amount of \$ 6,364 and provide your acceptance of this additive change order and notice to proceed with this added work.

#### Existing Contract Line Item Per Plans:

#	Cost Code	Description	Amount

#### Change Order Financial Impact Details:

			Amount
1	CO8	Redesign of Shoring system at back of lot per Engineers recommendation	+\$ 6,364

**TOTAL Change Order Financial Impact** **\$ 6,364**

Achill Beg Construction, Inc.

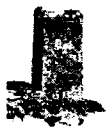
David Low & Dominique Lahaussais

Signature

Date

Signature

Date



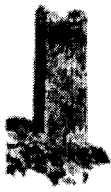
**Achill Beg**  
Construction, Inc.

## CHANGE ORDER #15

<b>Contract Change Order Request: Historical Siding &amp; Re-Sheathing</b>			
<b>To:</b>	David Low & Dominique Lahaussais		
<b>From:</b>	Achill Beg Construction Inc.		
<b>Project:</b>	1338 Filbert Street, San Francisco, CA 94109		
<b>Date Created:</b>	5/13/2015		
<b>TOTAL CHANGE ORDER: \$ 10,733.00</b>			
<b>Change Order Request Description:</b>			
Removal of Historical Siding, Re-sheath and plywood. Cottages A, B, C and D.			
Please issue a contract change order in the amount of \$10,733.00 and provide your acceptance of this additive change order and notice to proceed with this added work.			
<b>Existing Contract Line Item Per Plans:</b>			
<b>#</b>	<b>Cost Code</b>	<b>Description</b>	<b>Amount</b>
			\$
<b>Change Order Financial Impact Details:</b>			<b>Amount</b>
		Materials & Labor to perform additional work	\$ 10,733.00*
<b>TOTAL Change Order Financial Impact</b>			<b>\$</b>
Achill Beg Construction, Inc.		David Low & Dominique Lahaussais	
_____		_____	
Signature	Date	Signature	Date

\*This figure will be deducted from our current Time and Materials spreadsheet

*paid with draw 19*



**Achill Beg**  
Construction, Inc.

**INVOICE**

865 Duncan St  
San Francisco, CA 94131  
Tel: 415-643-4426  
Fax: 415-643-4649

Invoice #2764  
Date: 5/13/2015

**TO:**  
Dominique Lahaussais  
1338 Filbert Street  
San Francisco, CA 94109

**Re:** Furing Wall to Architectural Cover Concrete

Quantity	Description	Rate	Hours	Total
	Upstand walls at Cottages A, B, C & D			
	<u>MATERIALS</u>			
	Additional materials needed			\$ 800.00
	<u>LABOR</u>			
	(20 Hours per cottage)	\$ 65.00	80	\$ 5,200.00
	(20 Hours per cottage)	\$ 45.00	80	\$ 3,600.00
	Over Head & Profit			\$ 960.00
Thank you for your Business			<b>TOTAL</b>	<b>\$ 10,560.00</b>

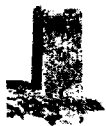
Please make checks payable to Achill Beg Construction Inc. 865 Duncan St, San Francisco, CA, 94131



**Achill Beg**  
Construction, Inc.

**CHANGE ORDER #21**

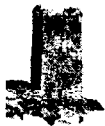
<b>Contract Change Order Request: Revised Roofing Specification</b>			
<b>To:</b>	David Low & Dominique Lahaussais		
<b>From:</b>	Achill Beg Construction Inc.		
<b>Project:</b>	1338 Filbert Street, San Francisco, CA 94109		
<b>Date Created:</b> 7/16/015			
<b>TOTAL CHANGE ORDER: \$ 78,282</b>			
<b>Change Order Request Description:</b>			
Revised roofing specs.			
Please issue a contract change order in the amount of \$78,282.00 and provide your acceptance of this additive change order and notice to proceed with this added work.			
<b>Existing Contract Line Item Per Plans:</b>			
8.05	Modify bitumen roofing / traffic topping (Original Specification)	\$ 58,000	
<b>Change Order Financial Impact Details:</b>		<b>Amount</b>	
8.05	Modify bitumen roofing/ traffic topping (Revised Specification)	\$ 136,282	
	Note: This Change Order only includes partial water proofing and roof detail. River Rock and protection board are not included.		
<b>CO 21: TOTAL Change Order Financial Impact</b>		<b>\$78,282.00</b>	
Achill Beg Construction, Inc.		David Low & Dominique Lahaussais	
_____		_____	
Signature	Date	Signature	Date



**Achill Beg**  
Construction, Inc.

## CHANGE ORDER #28

<b>Contract Change Order Request: Prune Street Trees Prior Protection</b>			
<b>To:</b>	David Low & Dominique Lahaussais		
<b>From:</b>	Achill Beg Construction Inc.		
<b>Project:</b>	1338 Filbert Street, San Francisco, CA 94109		
<b>Date Created:</b> 11/24/2015			
<b>TOTAL CHANGE ORDER:</b> \$200.00			
<b>Change Order Request Description:</b>			
Extra labor to Prune Street Trees			
Please issue a contract change order in the amount of \$200.00 and provide your acceptance of this additive change order and notice to proceed with this added work.			
<b>Existing Contract Line Item Per Plans:</b>			
3.09			
<b>Change Order Financial Impact Details:</b>		<b>Amount</b>	
<b>CO 28: TOTAL Change Order Financial Impact</b>		<b>\$200.00</b>	
Achill Beg Construction, Inc.		David Low & Dominique Lahaussais	
_____		_____	
Signature	Date	Signature	Date



**Achill Beg**  
Construction, Inc.

## CHANGE ORDER #29

<b>Contract Change Order Request: Storage Facility for Existing Bricks</b>			
<b>To:</b>	David Low & Dominique Lahaussais		
<b>From:</b>	Achill Beg Construction Inc.		
<b>Project:</b>	1338 Filbert Street, San Francisco, CA 94109		
<b>Date Created:</b> 11/20/2015			
<b>TOTAL CHANGE ORDER:</b> \$1,780.00			
<b>Change Order Request Description:</b>			
Extension of storage facility rental for time delay in project.			
Please issue a contract change order in the amount of \$1,780.00 and provide your acceptance of this additive change order and notice to proceed with this added work.			
<b>Existing Contract Line Item Per Plans:</b>			
5.03	Storage Facility for existing bricks Pier 80 storage		
<b>Change Order Financial Impact Details:</b>		<b>Amount</b>	
<b>CO 29: TOTAL Change Order Financial Impact</b>		<b>\$1,780.00</b>	
Achill Beg Construction, Inc.		David Low & Dominique Lahaussais	
_____		_____	
Signature	Date	Signature	Date

# Construction Enterprises Inc.

California Certified Small Business

Seven Sidney Street

Mill Valley, CA 94941

✓ 2H  
Phone (415) 383-4514  
Fax (415) 383-9227  
Email: constrent7@comcast.net  
www.constructionenterprisesinc.com

## INVOICE

DATE INVOICE #  
10/22/14 21380

### BILL TO

**ACHILL BEG CONSTRUCTION, INC.**  
**865 DUNCAN STREET**  
**SAN FRANCISCO, CA 94131**

### SHIP TO

**ACHILL BEG CONSTRUCTION CO., INC.**  
**1338 FILBERT STREET**  
**SAN FRANCISCO, CA 94109**

P.O. NUMBER	TERMS	SHIP	VIA	F.O.B.	PROJECT
	Net 30	9/5/14	FIRST CLASS	STOCKTON	

ITEM CODE	DESCRIPTION	PRICE EACH	QUANTITY	AMOUNT
4081	11 K SHORING AND ALUMINUM BEAM - SEE ATTACHED	7,245.50	1	7,245.50
	RENTAL PERIOD 10/8/14 - 11/4/14			

\* SEE REVERSE SIDE FOR RENTAL AGREEMENT \*

SAN FRANCISCO SALES TAX

8.75%

633.98

Please note all pickups & returns go to the following address and must occur before 3 pm:  
4420 E. Mariposa Rd.  
Stockton, CA 95215

**Total**

**\$7,879.48**



Solares House Movers Incorporated

1805 Wightman Lane

Antioch, CA 94509

Invoice

Phone #	925-777-9053
Fax #	925-754-7912
Web Site	www.solareshousemoversinc.com

Date	Invoice #
2/6/2015	1250

Bill To
Archill Beg Construction, Inc. Address: 2522 Mission Street, #215 S.F. CA Phone: (415) 643-4426 Fax: (415) 643-4649

P.O. No.	Terms

Item	Description	Amount
House Moving	<p>Solares House Movers, Inc. second and last invoice for Moving the property located at 1338 Filbert Street, San Francisco.</p> <p>Payment Details: Please make a check payable to Solares House Movers, Inc.</p> <p>Thank you for your business. John 3:16</p>	20,000.00
<b>Total</b>		\$20,000.00
<b>Payments/Credits</b>		\$0.00
<b>Balance Due</b>		\$20,000.00

**M&S SHEET METAL**

2125 Ingalls Street  
San Francisco, CA 94124  
USA

Voice: 415)822-8948

Fax: 415)822-8984

**INVOICE**

Invoice Number: 1617

Invoice Date: Jun 8, 2015

Page: 1

Duplicate

**Bill To:**

ACHILL BEG CONSTRUCTION  
2024 DIVISADERO ST. SUITE#1  
SAN FRANCISCO, CA 94115

**Ship to:**

Filbert\_roof GSM crickets

**Customer ID**

ACHILLBEG

**Sales Rep ID****Customer PO**

James\_filbert

**Shipping Method**

Hand Deliver

**Payment Terms**

Net 10 Days

**Ship Date****Due Date**

6/18/15

**Quantity****Item****Description****Unit Price****Amount**

4.00

Make templates for 4 pitched roof crickets

400.00

1,600.00

4.00

Shop fabricate in 24 ga. GSM 4 crickets

600.00

2,400.00

1.00

Field installation

2,800.00

2,800.00

NOTE: Any underlayment water proofing  
shall be provided by other

Check/Credit Memo No:

Subtotal

6,800.00

Sales Tax

350.00

Total Invoice Amount

7,150.00

Payment/Credit Applied

**TOTAL**

**7,150.00**

**M&S SHEET METAL**

2125 Ingalls Street  
San Francisco, CA 94124  
USA

Voice: 415)822-8948  
Fax: 415)822-8984

**INVOICE**

Invoice Number: 1616  
Invoice Date: May 29, 2015  
Page: 1

**Bill To:**

ACHILL BEG CONSTRUCTION  
2024 DIVISADERO ST. SUITE#1  
SAN FRANCISCO, CA 94115

**Ship to:**

James FILBERT  
S S property line gutter,  
base flashing

Customer ID		Customer PO	Payment Terms	
ACHILLBEG		James	Net 10 Days	
Sales Rep ID		Shipping Method	Ship Date	Due Date
		Hand Deliver		6/8/15
Quantity	Item	Description	Unit Price	Amount
		Provide and install 24 ga. stainless steel 304 property line gutter and flashing including 2 corner saddies. This scope includes only the East and North sides adjacent to neighboring buildings		
1.00		Material and fabrication in 24 ga. S.S	4,700.00	4,700.00
1.00		Installation	3,600.00	3,600.00

Check/Credit Memo No:

Subtotal	8,300.00
Sales Tax	411.25
Total Invoice Amount	8,711.25
Payment/Credit Applied	
<b>TOTAL</b>	<b>8,711.25</b>

Lowrey's

INVOICE

05/27/15

SI517373

Order #: SO567728

Bill to: Charge Account  
NO RETURNS OR EXCHANGES WITH  
OUT THIS SALES TICKET.  
HAYWARD, CA 94545

Ship to: achill beg  
james p gallager 1-415-643-4426  
1338 FILBERT STREET  
San Francisco, CA 94109

Customer No. COD303  
Job Name V#01102G\$3573.72  
Purchase Order N 1338

SalesPerson JR

May 29, 2015 12:20 PM

Ship Via HALCO

05/27/15

WHSE 103

Hayward

Item/Description	MSDS	Unit	Order Qty	Quantity	Unit Price	Total Price
PSRGCAT5RS05 Prosoco R-Guard Cat-5 Rain Screen in 5 gallon pail	No MSDS Required	Gallon	20	20	103.50	2,070.00
PSRGJF20 Prosoco R-Guard Joint and Seam Filler 20/oz Sgs,	No MSDS Required	Sausage	60	60	18.01	1,080.60
PSRGGYPP01 Prosoco R-Guard GypPrime Water-based primer in 1 gallon pail	No MSDS Required	Gallon	1	1	54.21	54.21
PSRGSPD Prosoco R-Guard Spreader for Fast Flash	No MSDS Required	Each	10	10	0.02	0.20
ALB12SG20RG Albion B12S20 R-Guard Special 20 Oz. Sausage Gun (B12S20PRO)	No MSDS Required	Each	2	2	33.35	66.70
NBBLG Newborn Black Lightning Gloves (L) sold per box (100 per box)	No MSDS Required	Box	1	1	14.47	14.47

Paid  
CC 2646  
chore

Subtotal: 3,286.18  
Invoice Discount: 0.00  
Sales Tax: 287.54

Due Date 05/27/15  
Terms CERT/CHECK CASH ONLY

Page: 1

Total: 3,573.72

A Credit Card Surcharge of 2% for Visa/MC and 3% AMEX will be assessed on Invoices at 20 days after Invoice Date  
A SERVICE CHARGE OF 1.5% PER MONTH WILL BE ASSESSED ON THE UNPAID BALANCE OVER 30 DAYS

\*\*\* PLEASE REMIT TO: 8501 Telfair Avenue, Sun Valley, CA 91352

## Cost Analysis - Miscellaneous Materials

Project #1338 Title: 1338 Filbert Street

Line Item	Date	Vendor	Invoice #	Total
1.14	7/27/2015	DBI	1364294	\$ 1,534.87
3.03	6/17/2015	South City Lumber	857796	\$ 1,300.82
	7/10/2015	South City Lumber	859720	\$ 260.40
5.01	5/18/2015	Golden City Bld Supply	3031811	\$ 269.88
	5/23/2015	Golden City Bld Supply	3033302	\$ 1,138.13
6.02	6/17/2015	Anvil Iron works	17890	\$ 5,000.00
	7/9/2015	Anvil Iron works	7915	\$ 4,000.00
	7/17/2015	Anvil Iron works	71715	\$ 2,000.00
6.03		Greenscreen		\$ 3,576.24
7.01	7/2/2015	South City Lumber	K59084	\$ 665.54
	7/7/2015	Beronio	M00360539-001	\$ 873.24
	7/31/2015	South City Lumber	861666	\$ 1,077.24
7.05	6/3/2015	Golden Gate Supply	37685	\$ 106.66
7.06	6/19/2015	HD Supply	10003649930	\$ 146.77
7.07	6/4/2015	HD Supply	10003574452	\$ 397.99
	6/5/2015	South City Lumber	856837	\$ 4,832.10
	6/12/2015	Beronio	M00350948-001	\$ 2,275.44
	6/30/2015	South City Lumber	858886	\$ 1,430.86
	7/31/2015	South City Lumber	861668	\$ 1,647.09
	7/31/2015	South City Lumber	861667	\$ 1,099.12
	6/1/2015	Beronio	M00344753-001	\$ 428.30
	6/3/2015	HD Supply	10003565983	\$ 768.32
	6/8/2015	South City Lumber	856895	\$ 1,300.46
	6/9/2015	South City Lumber	857004	\$ 1,095.30
	6/9/2015	South City Lumber	857005	\$ 943.41
	6/11/2015	HD Supply	10003608420	\$ 230.11
	6/12/2015	HD Supply	10003612506	\$ 265.83
8.01	4/29/2015	SupplyHouse.com		\$ 707.00
9.04	7/27/2015	O'Driscoll Plastering	3,50.00	\$ 9,800.00
10.06	6/15/2015	South City Lumber	857517	\$ 440.19
15.04	7/4/2015	MCL Heating	2	\$ 15,000.00
CO19	7/27/2015	O'Driscoll Plastering	3,50.00	\$ 2,160.00
CO20	7/28/2015	O'Driscoll Plastering	3,50.00	\$ 1,890.00
CO22	7/20/2015	Anvil Iron works	72015	\$ 3,800.00
	7/21/2015	HD Supply	10003800771	\$ 347.19
				<b>\$ 72,808.50</b>

**RYAN ENGINEERING INC**

Lic. #476513

**EXCAVATION . DEMOLITION**

141 South Maple, South San Francisco, California 94080  
650-877-8088 650-877-1571  
Office Fax

**REQUEST CHANGE ORDER**

Date: 2/26/2014

Achill Beg Construction, Inc.  
865 Duncan St  
San Francisco, CA 94131  
Attn:

Re: Job Site : 1338 Filbert

Ryan Job No: Proj# 13-016

Subject: Extra Work: Temporary shoring system

Ryan Change Order Request No. 001

Dear James

This letter shall serve as our formal request for a change order to the contract for the following extra work performed at the request of Achill Beg Construction.

At Lot 2425 Larkin Street the soil condition encountered does not lend itself to the method of shoring figured at the time of bid. Ryan Engineering have been informed by Kevin O' Connor of K.O'C Engineering that a temporary shoring system in the form of beams and lagging will have to be installed to capture the upper 8 feet of loose soil in order to prevent a soil cave in from the subject property. This temporary shoring system will be installed at the back face of the proposed shotcrete wall inside the subject property and will be abandoned in-place after the shoring wall is complete.

The total estimated cost to perform this work which includes design (design \$1,500)

<b>Total This request</b>	<b><u>\$22,120.00</u></b>
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We request a change order to the contract be issued.

If you have any questions please contact the undersigned

Sincerely,

Ryan Engineering Inc

Céire Fogleman  
Céire Fogleman

#6

**RYAN ENGINEERING INC.**

141 South Maple Avenue  
South San Francisco, CA 94080  
phone 650/ 877-8088 fax 650/ 877-1571

monthly payment application - breakdown

Achill Beg Construction, Inc.  
865 Duncan St  
San Francisco, CA 94131

Email

Fax  
achillbeg@ymail.com

Project: 1338 Filbert

Ryan Job  
Ryan PE: KOC

Proj# 13-016

Date: 4/17/2014  
Invoice No: 6-13-016  
Billing Period April-14

Original Contract Amount:		Contract	Amount	Amount	Total Complete	
\$ 726,833.00		Amount	Code	Prev Billed	This Inv	To Date %
Shoring		\$ 386,283.00		\$ 308,226.40	\$ -	\$ 308,226.40 80%
Earthwork		\$ 341,550.00		\$ 102,466.00	\$ 68,310.00	\$ 170,775.00 50%
		\$ -		\$ -	\$ -	\$ - 0%
		\$ -		\$ -	\$ -	\$ - 0%
		\$ -		\$ -	\$ -	\$ - 0%
		\$ -		\$ -	\$ -	\$ - 0%
<b>TOTAL ORIGINAL CONTRACT</b>		<b>\$ 726,833.00</b>		<b>\$ 410,691.40</b>	<b>\$ 68,310.00</b>	<b>\$ 479,001.40 66%</b>

Change Orders						
Tag # 5115	3/4/2014	\$ 3,059.34	\$ -	\$ 3,059.34	\$ 3,059.34	100%
Tag # 5116	3/5/2014	\$ 3,278.35	\$ -	\$ 3,278.35	\$ 3,278.35	100%
Tag # 5117	3/6/2014	\$ 2,928.11	\$ -	\$ 2,928.11	\$ 2,928.11	100%
Tag # 5118	3/7/2014	\$ 3,526.45	\$ -	\$ 3,526.45	\$ 3,526.45	100%
		\$ -	\$ -	\$ -	\$ -	0%
		\$ -	\$ -	\$ -	\$ -	0%
<b>TOTAL CO'S</b>		<b>\$ 12,792.25</b>		<b>\$ 12,792.25</b>	<b>\$ 12,792.25</b>	

<b>TOTAL REVISED CONTRACT</b>	<b>\$ 739,625.25</b>	<b>\$ 410,691.40</b>	<b>\$ 81,102.25</b>	<b>\$ 491,793.65</b>
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Gross Contract Complete To Date \$ 491,793.65 66%  
Less Retention

EXTRA WORK PERFORMED TO DATE  
PENDING CHANGE ORDERS

Net Contract Complete \$ 491,793.65  
Less Previous Pmt Requests \$ (410,691.40)  
Net Due This Invoice \$ 81,102.25





Central  
Bode  
Westside

# INVOICE

MAKE CHECKS  
PAYABLE TO:  
REMIT TO:  
INQUIRIES:

Central Concrete Supply Co., Inc.

File 748435

Los Angeles, CA 90074-8435

PHONE (408) 293-6272 • FAX (408) 294-3162

708 Stockton Avenue San Jose, CA 95126



ACHILL BEG CONSTRUCTION  
865 DUNCAN ST.  
SAN FRANCISCO CA 94131

*Shot  
Coke  
in contact  
shoring.*

CUSTOMER #	PROJECT #	LIEN LOCATION	
1202401		A55016846	
ORDER #	ORDER DATE	TERMS	
1257	03/11/14	\$1 PER YD/10TH	
PURCHASE ORDER #		CUSTOMER JOB #	
INVOICE #	DATE	DUE DATE	PAGE
17311718	03/11/14	04/30/14	1
CREDIT/DEBIT #	CREDIT/DEBIT ORDER #	DATE	

Project Name  
Delivery Address 1338 FILBERT ST SAN FRANCISCO

DATE	PLANT	TICKET #	PRODUCT ID	PREVIOUS PRODCT ID	DESCRIPTION	QTY	UNIT PRICE	AMOUNT
03/11/14	30	18789524	7586M	7.5 SK 1	7.5 SK 1/2" AD	5.00cy	134.88	674.40
03/11/14	30	18789524	EMINLD	930	SHORTLOAD	1.00ea	80.00	80.00
03/11/14	30	18789524	EWAITING	910	STANDBY TIME -	13.00ea	2.25	29.25
03/11/14	30	18789524	EFUEL06	FUEL06	FUEL CHG	5.00ea	.38	1.90
03/11/14	30	18789524	EENV12	964	ENVIRONMENT FE	5.00ea	3.00	15.00
03/11/14	30	18789534	7586M	7.5 SK 1	7.5 SK 1/2" AD	1.50cy	134.88	202.32
03/11/14	30	18789534	EMINLD	930	SHORTLOAD	1.00ea	100.00	100.00
03/11/14	30	18789534	EWAITING	910	STANDBY TIME -	15.00ea	2.25	33.75
03/11/14	30	18789534	EOVERDR	920	OVERTIME/DRIVE	2.00ea	60.00	120.00
03/11/14	30	18789534	ENGTIME	950	ENG/PLT TIME	1.00ea	150.00	150.00
03/11/14	30	18789534	EFUEL06	FUEL06	FUEL CHG	1.50ea	.38	.57
03/11/14	30	18789534	EENV12	964	ENVIRONMENT FE	1.50ea	3.00	4.50

\*\*\*\*FOR YOUR CONVENIENCE, YOUR INVOICE AND STATEMENT CAN BE EMAILED\*\*\*\*  
FOR DETAILS, PLEASE CONTACT OUR CREDIT DEPARTMENT @ (408) 293-6272

DISCOUNT OF \$7.07 AVAILABLE IF PAID BY 04/10/14

**\*TERMS\*** - Invoices are due and payable by the end of the calendar month following the statement date. Discount, if applicable, will be allowed if payment is received by the 10th of the month following the statement date, provided no prior invoices are past due. Customer agrees to pay **FINANCE CHARGES** on all past due invoices. As required by the Truth in Lending Act, be advised that **FINANCE CHARGES** shall be computed by periodic rate of "1 1/4%" per month (which is an **ANNUAL PERCENTAGE RATE** of 18%) or a minimum finance charge of \$1.00 on balances of \$55.00. Customer further agrees to pay court costs and attorney's fees in the event action is instituted to collect the amounts due. If any action at law or in equity is necessary to enforce or interpret the terms of this agreement the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which the party may be entitled.

a US CONCRETE company

YARDS	6.50
PROMP PAY DISC.	7.07
NON-TAXABLE	63.00
TAXABLE	1,348.69
TAX	118.01
TOTAL	1,529.70

# BRADY

CONSTRUCTION INC. >>>>>

Phone: 415 678 6805

Email: info@bradyconstructionsf.com

## Invoice

From: Brady Construction Inc. 318 West portal Ave San Francisco CA 94127.	No. 1
To: Achill Beg Construction, Inc.	Work Performed at: 1338 Filbert Street, San Francisco, CA 94109

Date: 03/11/2014

Description of Work Performed:

1. Supply equipment and labor to install shotcrete shoring at 1338 Filbert St.

Price per time \$1,250

**TOTAL \$1,250**

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of \$1,250.00 Dollars (\$1,250.00).

This is a ☒ Partial ☐ due and payable upon receipt of invoice  
Dated March Month 18th Day 2014 Year

Solares House Movers Incorporated  
1805 Wightman Lane  
Antioch, CA 94509

Phone #	925-777-9053
Fax #	925-754-7912
Web Site	www.solareshousemoversinc.com

## Invoice

Date	Invoice #
12/30/2013	1088

## Bill To

Archill Beg Construction, Inc.  
2522 Mission Street #215 S.F., CA  
Phone: (415) 643-4426  
Fax: (415) 643-4649

P.O. No.

Terms

Item	Description	Amount
House Moving	Solares House Movers, Inc. First Invoice for Moving the property located at 1338 Filbert Street, San Francisco CA 94109  Payment Details: Please make a check payable to Solares House Movers, Inc.  Just a reminder that Solares House Movers, Inc. will provide equipment for 60 days free of charge. After the 60th day, the charge will be \$20.00 per day.  Thank you for your business. John 3:16	10,000.00

Total	\$10,000.00
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Payments/Credits	\$0.00
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Balance Due	\$10,000.00
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# VSQG Hazardous Waste Disposal RECEIPT

Recology San Francisco • 501 Tunnel Avenue • San Francisco, CA 94134 • 415-330-1425

## Waste Received From:

James Gallagher  
Achill Beg Construction Inc  
865 Duncan Street  
San Francisco, CA 94131

## Appointment Date:

09-Oct-13

## Waste Disposed Of

Waste Type	Amount		Unit Price	Total
Acids			\$5/gallon	
Aerosol Cans			\$1/can	
Asbestos	220		\$0.25/pound	55
Bases			\$5/gallon	
Batteries (HH)	LB Free	LB Charge	\$1/lb (1st 5gal Free)	
Batteries (Auto)			FREE	
Fluorescent CFLs	CFLs Free	CFLs Charge	\$3 Each (1st 30 Free)	
Fluorescent Tubes	Tubes Free	Tubes Charge	CFL & Tubes combined	
Mercury Amalgam			\$11/pound	
Motor Oil			FREE	
Oxidizers			\$6/gallon	
Paint			\$3/gallon, \$0.37/pound	
Paint Chips (lead)			\$0.50/pound	
Photochemicals			\$4/gallon	
Poisons			\$5/gallon, \$0.60/pound	
Solvents, Thinners			\$4/gallon	
Solids, Ink, Sludge			\$4/gallon, \$0.49/pound	
Unknowns			\$15/gallon	
			Total Cost	55

**Please note: Save this receipt for your records.**

San Francisco City agencies may ask how you disposed of hazardous waste generated by your business. These receipts should be made readily available to the Department of Public Health, Fire Department, Water and Sewage Department or other City agencies that conduct inspections of businesses.

Staff Initials	<input type="checkbox"/> Check#	<input type="checkbox"/> Cash	<input type="checkbox"/> To Invoice
	14839		
	\$ 55	\$	\$



Phone: 415 678 6805

Email: info@bradyconstructionsf.com

License #: 941565

## Invoice

**From:** Brady Construction Inc  
318 West Portal Avenue  
San Francisco CA 94127

**No. 10**

**To:** Achill Beg Construction  
865 Duncan Street  
San Francisco CA 94131

**Work Performed at:** 1338 Filbert Street  
San Francisco  
CA 94109

**Date** 10/4/2014

### Description of Work Performed:

Description		Amount
10/03/2014 Finish Concrete Slab	=	\$16,700.00
<b>Total</b>	=	<b>\$16,700.00</b>

**Total Invoice Amount** **\$16,700.00**

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications and/or the directions provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of **Sixteen Thousand and Seven Hundred Dollars. (\$16,700.00)**

This is due and payable upon receipt of invoice  
Dated October Month 04 Day 2014 Year



1220 Century Court\* Santa Rosa, CA 95403  
Ph. 707-528-7867 \* Fax 707-528-7881

# INVOICE

DATE	INVOICE #
10.3.2014	44018

<b>BILL TO</b>
Venturi Bez Construction Inc 865 Divisadero Street San Francisco, CA 94131

<b>PROJECT LOCATION</b>
1338 Filbert Street San Francisco, CA

P.O. NO.	TERMS	DUE DATE	YARDS
	Net 15th	11/15/2014	256

DESCRIPTION	QTY	RATE	AMOUNT
Hourly Charge 31 Meter Z-Boom	17.5	175.00	3,062.50
Yardage Charge	256	3.50	896.00
Setup Permit		45.00	45.00
Extra Hose	50	1.00	50.00
Concrete	4	30.00	120.00
Doubleline	5.5	60.00	330.00
Extra Man	5	95.00	475.00
Grillage Washup		50.00	50.00
Fuel & ARB Surcharge		250.00	250.00

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<b>Total</b>	\$5,278.50
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# BRADY

CONSTRUCTION INC. >>>>>

Phone: 415 678 6805

Email: info@bradyconstructionsf.com

License # : 941565

## Invoice

**From:** Brady Construction Inc  
318 West Portal Avenue  
San Francisco CA 94127

**No. 6**

**To:** Achill Beg Construction  
865 Duncan Street  
San Francisco CA 94131

**Work Performed at:** 1338 Filbert Street  
San Francisco  
CA 94109

**Date** 7/26/2014

### Description of Work Performed:

Description		Amount
7/25/2014 Concrete Placement and Finishing	=	\$13,000.00
<b>Total</b>	=	<b>\$13,000.00</b>

**Total Invoice Amount**

**\$13,000.00**

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications and/or the directions provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of **Thirteen Thousand Dollars. (\$13,000.00)**

This is due and payable upon receipt of invoice  
Dated July Month 26 Day 2014 Year



1220 Century Court\* Santa Rosa, CA 95403  
Ph. 707-528-7867 \* Fax 707-528-7881

# INVOICE

DATE	INVOICE #
7/25/2014	42560

<b>BILL TO</b>
Achill Beg Construction Inc. 865 Duncan Street San Francisco, CA 94131

<b>PROJECT LOCATION</b>
1338 Filbert Street San Francisco, CA

P.O. NO.	TERMS	DUE DATE	YARDS
	Net 15th	8/15/2014	360

DESCRIPTION	QTY	RATE	AMOUNT
Hourly Charge/32 Meter	15	175.00	2,625.00
Extra Man	12	95.00	1,140.00
Overtime-4 hours x 2 men	8	35.00	280.00
Doubletime x 1 man	3	70.00	210.00
Yardage Charge	360	3.50	1,260.00
Slurry/Permit		45.00	45.00
Extra Hose	50	1.00	50.00
Onsite Washup		100.00	100.00
Fuel/CARB Surcharge		275.00	275.00

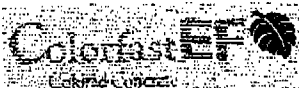
<b>Total</b>	<b>\$5,985.00</b>
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Central  
Bode  
Westside

# INVOICE

755 Stockton Avenue, San Jose, CA 95126



ACHILL BEG CONSTRUCTION  
865 DUNCAN ST.  
SAN FRANCISCO CA 94131

Central Concrete Supply Co., Inc.

File #18435

Los Angeles, CA 90074-8435

PHONE(408)293-6272 • FAX(408)294-3162

Project Name  
Delivery Address 1338 FILBERT ST SAN FRANCISCO

DATE	QTY	UNIT	DESCRIPTION	PRICE	AMOUNT			
07/25/14	30	18865381	EFUEL06	FUEL06	FUEL CHG	8.00ea	.38	3.04
07/25/14	30	18865381	EENV12	964	ENVIRONMENT FE	8.00ea	3.00	24.00
07/25/14	30	18865400	501X	5.0SK 1"	5.0SK 1" AD 30	8.00cy	126.25	1,010.00
07/25/14	30	18865400	EFUEL06	FUEL06	FUEL CHG	8.00ea	.38	3.04
07/25/14	30	18865400	EENV12	964	ENVIRONMENT FE	8.00ea	3.00	24.00
07/25/14	30	18865433	501X	5.0SK 1"	5.0SK 1" AD 30	8.00cy	126.25	1,010.00
07/25/14	30	18865433	EFUEL06	FUEL06	FUEL CHG	8.00ea	.38	3.04
07/25/14	30	18865433	EENV12	964	ENVIRONMENT FE	8.00ea	3.00	24.00
07/25/14	30	18865436	501X	5.0SK 1"	5.0SK 1" AD 30	8.00cy	126.25	1,010.00
07/25/14	30	18865436	EFUEL06	FUEL06	FUEL CHG	8.00ea	.38	3.04
07/25/14	30	18865436	EENV12	964	ENVIRONMENT FE	8.00ea	3.00	24.00
07/25/14	30	18865454	501X	5.0SK 1"	5.0SK 1" AD 30	8.00cy	126.25	1,010.00
07/25/14	30	18865454	EFUEL06	FUEL06	FUEL CHG	8.00ea	.38	3.04
07/25/14	30	18865454	EENV12	964	ENVIRONMENT FE	8.00ea	3.00	24.00
07/25/14	30	18865465	501X	5.0SK 1"	5.0SK 1" AD 30	8.00cy	126.25	1,010.00
07/25/14	30	18865465	EFUEL06	FUEL06	FUEL CHG	8.00ea	.38	3.04
07/25/14	30	18865465	EENV12	964	ENVIRONMENT FE	8.00ea	3.00	24.00
07/25/14	30	18865471	501X	5.0SK 1"	5.0SK 1" AD 30	8.00cy	126.25	1,010.00
07/25/14	30	18865471	EFUEL06	FUEL06	FUEL CHG	8.00ea	.38	3.04
07/25/14	30	18865471	EENV12	964	ENVIRONMENT FE	8.00ea	3.00	24.00
07/25/14	30	18865488	501X	5.0SK 1"	5.0SK 1" AD 30	8.00cy	126.25	1,010.00
07/25/14	30	18865488	EWAITING	910	STANDBY TIME -	42.00ea	3.00	126.00
07/25/14	30	18865488	EFUEL06	FUEL06	FUEL CHG	8.00ea	.38	3.04
07/25/14	30	18865488	EENV12	964	ENVIRONMENT FE	8.00ea	3.00	24.00

\*\*\*\*\*FOR YOUR CONVENIENCE: YOUR INVOICE AND STATEMENT CAN BE EMAILED\*\*\*\*\*  
FOR DETAILS. PLEASE CONTACT OUR CREDIT DEPARTMENT @ (408)293-6272

DISCOUNT OF \$391.50 AVAILABLE IF PAID BY 08/10/14

**\*TERMS\*** - Invoices are due and payable by the end of the calendar month following the statement date. Discount, if applicable, will be allowed if payment is received by the 10th of the month following the statement date, provided no prior invoices are past due. Customer agrees to pay **FINANCE CHARGES** on all past due invoices. As required by the Truth in Lending Act, be advised that **FINANCE CHARGES** shall be computed by periodic rate of "1 1/4%" per month (which is an **ANNUAL PERCENTAGE RATE** of 18%) or a minimum finance charge of \$1.00 on balances under \$66.00. Customer further agrees to pay court costs and attorney's fees in the event action is instituted to collect the amounts due. If any action at law or in equity is necessary to enforce or interpret the terms of this agreement the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which the party may be entitled.

US CONCRETE COMPANY

360.00
391.50
276.00
46,666.81
4,083.31
51,026.11

Checked

Excavation & Shoring			
Amount	Date	CO	IN#
\$ 2,717.55	5/2/2014	Central Concrete Supply Co.	17322528
\$ 1,512.91	5/9/2014	Central Concrete Supply Co.	17323887
\$ 1,290.91	5/15/2014	Central Concrete Supply Co.	17325093
\$ 1,353.91	5/21/2014	Central Concrete Supply Co.	17326327
\$ 1,335.91	5/30/2014	Central Concrete Supply Co.	17328100
\$ 5,000.00	6/3/2014	Brady Construction	3
<b>TOTAL:</b>			\$ 13,211.19

Mar. 19. 2014 3:24PM

PDM Steel Santa Clara

No. 1739 P. 3

6

REPORT ----- R2400/71 PDM Steel Service Centers, Inc. - Company Confidential 71 - SANTA CLARA  
REPORT PAGE 0202 RUN 23:07.55 03/04/14 INVOICE COPIES DISTRICT PAGE 0079  
BY ----- CASH/REB/IT  
SOLD TO - 108387  
RYAN ENGINEERING, INC.  
LINE  
TY ELG DESCRIPTION  
QUANTITY UM LBS UNIT PRICE  
SHIP TO - 108387  
RYAN ENGINEERING, INC.  
INVOICE NUMBER 645137-01  
INVOICE DATE 3/03/14  
SHIP DATE 3/03/14  
EXTENDED PRICE

4.00 CREDIT CARD SALE PAID48MC8050  
\*\*AUTHORIZATION#

FUEL SURCHARGE

PBR CM

7.20

WEIGHT 2000.000  
SUB-TOTAL 998.20  
TAX \$ 8.750  
TAX 87.34  
FINAL TOTAL 1085.54

Mar. 19. 2014 3:24PM

PDM Steel Santa Clara

No. 1739

P. 2

6

REPORT ----- 12480/71  
REPORT PAGE 0201 23.07.55 03/04/14  
BY ----- COARIBALTY

PDM Steel Service Centers, Inc. Company Confidential  
INVOICE C0188

71 - SANTA CLARA  
DISTRICT PAGE 0078

SOLD TO - 108387  
RYAN ENGINEERING, INC.  
141 SO. MAPLE ST  
SO SAN FRANCISCO CA 94080

SHIP TO - 108387  
RYAN ENGINEERING, INC.  
1338 FIDBERT ST  
SAN FRANCISCO  
TERRY 415-286-3423 CA

INVOICE NUMBER 645137-01  
INVOICE DATE 3/03/14  
SHIP DATE 3/03/14  
ORDER DATE 2/28/14  
INSIDE SALESMAN R 003-P. RANGEL  
OUTSIDE SALESMAN

CUST PO#  
PLACED BY KEVIN O.  
TY CUG DESCRIPTION

SHIP VIA OT FOB DESTINATION  
QUANTITY UM LBS UNIT PRICE

DIRECT SHIP N  
EXTENDED PRICE

1.00 PLEASE SHIP EARLY AM AFTER  
BAY. PLEASE CALL 1HR B4  
TERRY- 415-286-3423

2 EA 1000.000 49.55  
PDR CM

495.50

2.00 W 6 X 25 RIDE FLANGE - 20  
2 A992\*GRBENELLOMCHIEF  
2 EA OF Heat# 413074

2 EA 1000.000

49.55  
PER CM

495.50

3.00 W 6 X 25 WIDE FLANGE - 20  
3 A992\*GRBENELLOMCHIEF  
2 EA OF Heat# 413401

paid by AckuBog  
Cxi CC  
3/3/14  
\$1,085.54

# BRADY

CONSTRUCTION INC. >>>>>

Phone: 415 678 6805

Email: info@bradyconstructionsf.com

## Invoice

From: Brady Construction Inc. 318 West portal Ave San Francisco CA 94127.	No. 2
To: Achill Beg Construction, Inc.	Work Performed at: 1338 Filbert Street, San Francisco, CA 94109

Date: 5/2/2014

Description of Work Performed:

1. 3/28/2014 Supply equipment and labor to install shotcrete shoring at 1338 Filbert St.
2. 4/11/2014 Supply equipment and labor to install shotcrete shoring at 1338 Filbert St.
3. 5/2/2014 Supply equipment and labor to install shotcrete shoring at 1338 Filbert St.

Price per day \$1,250 x 3= \$3,750

**TOTAL \$3,750**

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of \$3,750.00 Dollars (\$3,750.00).

This is a ☒ Partial ☐ due and payable upon receipt of invoice  
Dated May Month 2nd Day 2014 Year

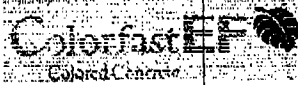




Central  
Bode  
Westside

# INVOICE

755 Stockton Avenue, San Jose, CA 95126



ACHILL BEG CONSTRUCTION  
865 DUNCAN ST.  
SAN FRANCISCO CA 94131

Central Concrete Supply Co., Inc.

File 748435

Los Angeles, CA 90074-8435

PHONE(408)293-6272 • FAX(408)294-3162

Project Name  
Delivery Address 1338 FILBERT ST SAN FRANCISCO

DATE	QTY	UNIT	DESCRIPTION	PRICE	AMOUNT	TAX	TOTAL
04/11/14	30	18806967	8086	8.0 SK 1	8.0 SK 1/2" AD	9.00cy	145.00
04/11/14	30	18806967	EWAITING	910	STANDBY TIME -	23.00ea	3.00
04/11/14	30	18806967	EFUEL06	FUEL06	FUEL CHG	9.00ea	.25
04/11/14	30	18806967	EENV12	964	ENVIRONMENT FE	9.00ea	3.00
04/11/14	30	18806999	8086	8.0 SK 1	8.0 SK 1/2" AD	3.00cy	145.00
04/11/14	30	18806999	EMINLD	930	SHORTLOAD	0.00ea	
04/11/14	30	18806999	EWAITING	910	STANDBY TIME -	38.00ea	3.00
04/11/14	30	18806999	EOVERTM	OVERTIME	OVERTIME	1.00ea	
04/11/14	30	18806999	EFUEL06	FUEL06	FUEL CHG	3.00ea	.25
04/11/14	30	18806999	EENV12	964	ENVIRONMENT FE	3.00ea	3.00

\*\*\*\*FOR YOUR CONVENIENCE, YOUR INVOICE AND STATEMENT CAN BE EMAILED\*\*\*\*  
FOR DETAILS, PLEASE CONTACT OUR CREDIT DEPARTMENT @ (408)293-6272

DISCOUNT OF \$13.05 AVAILABLE IF PAID BY 05/10/14

TERMS - Invoices are due and payable by the end of the calendar month following the statement date. Discount, if applicable, will be allowed if payment is received by the 10th of the month following the statement date, provided no prior invoices are past due. Customer agrees to pay FINANCE CHARGES on all past due invoices. As required by the Truth in Lending Act, be advised that FINANCE CHARGES shall be computed by periodic rate of "1 1/2%" per month (which is an ANNUAL PERCENTAGE RATE of 18%) or a minimum finance charge of \$1.00 on balances under \$56.00. Customer further agrees to pay court costs and attorney's fees in the event action is instituted to collect the amounts due. If any action at law or in equity is necessary to enforce or interpret the terms of this agreement the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which the party may be entitled.

US CONCRETE company

12.00
13.05
183.00
1,779.00
155.66
2,117.66



**GOLDENSTATE**  
L U M B E R

601 Tunnel Avenue  
Brisbane, California 94005  
415-468-1000

# Sales Invoice

Invoice No. **1568961**  
Invoice Date **03/31/2016**

Terms **1% 10th EOM Net 30th EOM**  
Customer **30182**  
Cust Reference  
Contact **James Gallagher**  
Job Code **101**  
Order Reference **7837105**  
Our Reference  
Taken By **Rob White**  
Sales Rep **Terry Henneberry**

Del to: 1338 Filbert St.  
xst. Larkin St  
James 415-760-5197  
San Francisco, California, 94109

Bill to: Achill Beg Construction  
865 Duncan Street  
San Francisco, California, 94131



Page 1 of 1

Special Instructions	Notes
DEL ASAP	

Line	Description	Qty/Footage	Price	Per	Total
1	zz_SOMLDG_0491 - 1 x 8 WRC CLR KD VG shiplap 1/4, 5/6, 6/7, 3/8, 2/9, 43/10, 69/11, 2/12, 1/13, 2/14, 2/15, 12/16, 49/17, 9/18	2,589 lf	3.75	lf	9,708.75
2	zz_SOMLDG_0492 - set up charge	1 lf	95.00	lf	95.00
	Forklift - Forklift - Forklift Truck Surcharge				75.00

Remit Payment To  
Golden State Lumber  
PO Box 565  
Brisbane, California 94005

Subtotal	\$9,878.75
CA LPA	\$0.00
Sales Tax	\$864.39
Invoice Total	\$10,743.14

## DISCLOSURES

All Lumber is sold in its nominal dimensions which is larger than the actual standard dimension (i.e. 2x4 is its nominal size and 1.5 x 3.5 inches is the approximate actual size).

Purchaser agrees to be bound by all the terms and conditions located at <http://www.goldenstatelumber.com/tos/> or ask your local branch for a copy. Taxes, Fees, and Assessments are subject to change and will be charged at the rate applicable on the date material is shipped.

**ORIGINAL**

## Search for David and Dominique

### Results for Checks with Payee = 'Wooden Window'

Date	Type	No.	Contact	Amount	Last Modified Date
02/02/2016	Check	11196	<u>Wooden Window</u>	\$1,645.84	02/02/2016, 11:26 AM
02/01/2016	Check	11163	<u>Wooden Window</u>	\$26,633.15	01/26/2016, 05:32 PM
01/18/2016	Check	11143	<u>Wooden Window</u>	\$825.41	01/19/2016, 01:40 PM
12/31/2015	Check	11111	<u>Wooden Window</u>	\$20,000.00	01/05/2016, 05:13 PM
11/12/2015	Check	10973	<u>Wooden Window</u>	\$46,643.52	11/12/2015, 10:01 AM
09/28/2015	Check	10850	<u>Wooden Window</u>	\$46,633.14	09/28/2015, 11:13 PM
04/18/2015	Check	10403	<u>Wooden Window</u>	\$30,000.00	04/18/2015, 02:32 PM
04/07/2015	Check	10357	<u>Wooden Window</u>	\$20,000.00	04/07/2015, 10:58 AM
03/13/2015	Check	10313	<u>Wooden Window</u>	\$2,462.00	03/13/2015, 02:20 PM

rehabilitation of doors and windows

material \$194,843.06

+ installation

total \$300,000

From: **Carolyn Mueller-Ries** carolyn.mueller.ries@woodenwindow.com  
 Subject: Invoice 15075CO6F from Wooden Window, Inc.  
 Date: January 14, 2016 at 4:50 PM  
 To: d\_lahaussais@msn.com  
 Cc: Chris Hendricks chris.h@woodenwindow.com

Wooden Window, Inc.

**Invoice** Due: 01/14/2016  
 15075CO6F

Amount Due: **\$825.41**

Dear Dominique,

Your change order #6 invoice is attached. Please remit payment at your earliest convenience. We accept checks, major credit cards and now electronic transfers using Intuit Payment Network.

Thank you for your business - we appreciate it very much.

Sincerely,

Wooden Window, Inc.  
 (510) 893-1157



*Craftsmanship Making History!*

24320' STREET, OAKLAND, CA 94605  
 (510) 893-1157 • (415) 557-1375 • Fax - (510) 854-3002

## Invoice

Invoice #

15075CO6F

Inv. Date

1-14-2016

Bill To

**Filbert Street LLC**  
**Dominique Lahaussais**  
**30 Blackstone Ct.**  
**San Francisco, CA 94123**

Your Job No.

15075

Job Address:

1338 Filbert Street Cottages

Rep

CMH

Terms

Due on receipt

Description	Est Amt	Prior Inv.	Prior %	Curr %	Total %	Prev. Invo...	Amount
Change Order #6	759.00			100.00%	100.00%		759.00

Thank you for your business

Sales Tax (8.75%) \$66.41

Total - This Invoice \$825.41

Payments/Credits \$0.00

**Due - This Invoice \$825.41**

**Total Balance Due \$27,458.56**

Includes any other outstanding invoices previously  
presented.

Visit us at: [www.woodenwindow.com](http://www.woodenwindow.com)

From: **Carolyn Mueller-Ries** carolyn.mueller.ries@woodenwindow.com  
 Subject: Invoice 15075CO3F from Wooden Window, Inc.  
 Date: January 27, 2016 at 8:42 AM  
 To: d\_lahaussais@msn.com, **Katie Watt** katie.sjc@gmail.com  
 Cc: **Chris Hendricks** chris.h@woodenwindow.com

**Wooden Window, Inc.**

**Invoice** Due: 12/30/2015  
 15075CO3F

Amount Due: **\$26,633.15**

Dear Dominique,

The attached invoice is the remaining balance on change order #3 and you can see that everything is billed to 100%. Please remit payment at your earliest convenience. We accept checks, major credit cards and now electronic transfers using Intuit Payment Network.

Thank you for your business - we appreciate it very much.

Sincerely,

Wooden Window, Inc.  
 (510) 893-1157



*Craftsmanship Making History!*

24320' STREET, OAKLAND, CA 94605  
 (510) 893-1157 • (415) 357-1375 • Fax - (510) 854-3322

## Invoice

Bill To

**Filbert Street LLC**  
**Dominique Lahaussais**  
**30 Blackstone Ct.**  
**San Francisco, CA 94123**

Your Job No.

15075

Job Address:

1338 Filbert Street Cottages

Invoice #

15075CO3F

Inv. Date

12/30/2015

						Rep	Terms
						JB	Due on receipt
Description	Est Amt	Prior Inv.	Prior %	Curr %	Total %	Prev. Invo...	Amount
Change Order #3 Custom Manufactured Windows & or Doors - No Installation	81,889.00	57,398.75	70.00%	29.92%	100.00%		24,490.25

Thank you for your business.

Sales Tax (8.75%)

\$2,142.90

Total - This Invoice

\$26,633.15

Payments/Credits

\$0.00

**Due - This Invoice**

\$26,633.15

**Total Balance Due**

\$26,633.15

Includes any other outstanding invoices previously  
presented.

Visit us at: [woodenwindow.com](http://woodenwindow.com)



From: **Carolyn Mueller-Ries** carolyn.mueller.ries@woodenwindow.com  
 Subject: **Invoice 15075CO1&2** from Wooden Window, Inc.  
 Date: **November 11, 2015 at 1:49 PM**  
 To: **d\_lahaussais@msn.com**  
 Cc: **Mark Christiansen** mark.christiansen@woodenwindow.com

Wooden Window, Inc.

**Invoice** Due 10/28/2015  
 15075CO1&2

Amount Due: **\$46,643.52**

Dear Dominique,

Thank you for checking to see if your payment was mailed.

Your invoice is attached. Please remit payment at your earliest convenience. We accept checks, major credit cards and now electronic transfers using Intuit Payment Network.

Thank you for your business - we appreciate it very much.

Sincerely,

Wooden Window, Inc.  
 (510) 893-1157

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*Craftsmanship Making History!*

24320' STREET, OAKLAND, CA 94605  
 (510) 893-1157 • (415) 557-1370 • Fax - (510) 854-3002

## Invoice

Invoice #

15075CO1&2

Inv. Date

10/28/2015

Your Job No.

15075

Job Address:

1338 Filbert Street Cottages

Bill To

**Filbert Street LLC**  
**Dominique Lahaussais**  
**30 Blackstone Ct.**  
**San Francisco, CA 94123**

Rep	Terms
JB	Due on receipt

Description	Est Amt	Prior Inv.	Prior %	Curr %	Total %	Prev. Invo...	Amount
Change Order #1	33,600.00	17,685.00	52.63%	47.37%	100.00%		15,915.00
Shop Drawing and/or Project Management Fees (non-taxed)	750.00	375.00	50.00%	50.00%	100.00%		375.00
Delivery Charge	785.00	392.50	50.00%	50.00%	100.00%		392.50
Change Order #2	49,495.00	25,406.90	51.33%	48.67%	100.00%		24,089.22
Windows New \$48,185.81							
Rehab Doors \$10,380.00							
Change Order #2 Delivery Charge	900.00	450.00	50.00%	50.00%	100.00%		450.00
Progress Invoice							
Change Order #2 Shop Drawing and/or Project Management Fees (non-taxed)	3,840.00	1,920.00	50.00%	50.00%	100.00%		1,920.00
Progress Invoice							

Thank you for your business

Sales Tax

\$3,500.48

Total - This Invoice	\$46,643.52
Payments/Credits	\$0.00

<b>Due - This Invoice</b>	<b>\$46,643.52</b>
---------------------------	--------------------

<b>Total Balance Due</b>	<b>\$46,643.52</b>
Includes any other outstanding invoices previously presented.	

Visit us at: [woodenwindow.com](http://woodenwindow.com)

From: **Carolyn Mueller-Ries** carolyn.mueller.ries@woodenwindow.com  
 Subject: Invoice 15075CO1D from Wooden Window, Inc.  
 Date: April 7, 2015 at 5:32 PM  
 To: d\_lahaussais@msn.com  
 Cc: **Jeff Bent** jeff.bent@woodenwindow.com

Wooden Window, Inc.

**Invoice** Due: 04/07/2015  
 15075CO1D

Amount Due: **\$20,000.00**

Dear Dominique,

Your deposit invoice is attached for the Filbert Street Cottages Change Order.

Please remit payment at your earliest convenience.. We accept checks, major credit cards and now electronic transfers using Intuit Payment Network.

Thank you for your business - we appreciate it very much.

Sincerely,

Carolyn Mueller-Ries  
 Finance Manager  
 Wooden Window, Inc.  
 (510) 893-1157

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*Craftsmanship Making History!*

243 20<sup>th</sup> STREET, OAKLAND, CA 94605  
 (510) 893-1157 • (415) 557-1570 • Fax - (510) 854-3902

## Invoice

Bill To

**Filbert Street LLC**  
**Dominique Lahaussais**  
**30 Blackstone Ct.**  
**San Francisco, CA 94123**

Your Job No.

15075

Invoice #

15075CO1D

Inv. Date

4/7/2015

Job Address:

1338 Filbert Street Cottages

Description	Est Amt	Prior Inv.	Prior %	Curr %	Total %	Prev. Invo...	Amount
Change Order #1 Deposit Invoice	17,600.00			52.63%	52.63%		17,685.00
Shop Drawing and/or Project Management Fees (non-taxed)	750.00			50.00%	50.00%		375.00
Delivery Charge	785.00			50.00%	50.00%		392.50

Thank you for your business.					Sales Tax		\$1,547.44
					Total - This Invoice		\$20,000.00
					Payments/Credits		\$0.00

<b>Due - This Invoice</b>	\$20,000.00
---------------------------	-------------

<b>Total Balance Due</b>	\$20,000.00
Includes any other outstanding invoices previously presented.	

Visit us at: [woodenwindow.com](http://woodenwindow.com)

Wooden Window, Inc.

**Invoice** Due:03/18/2015

Amount Due: **\$0.00**

Dear Dominique,

Your paid invoice is attached for the Filbert Street Cottage Mock ups.

**Thank you for your business - we appreciate it very much.**

Sincerely,

**Wooden Window, Inc.**  
(510) 893-1157

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## Craftsmanship Making History!

24320<sup>th</sup> STREET, OAKLAND, CA 94605  
(510) 893-1167 • (415) 557-1370 • Fax - (510) 894-3922

**PAID**  
03/18/2011

Bill To

**Filbert Street LLC**  
**Dominique Lahaussais**  
**30 Blackstone Ct.**  
**San Francisco, CA 94123**

# Invoice

Invoice #
15075D

Inv. Date
3/18/2015

Your Job No.
15075

**Job Address:**

### 1338 Filbert Street Cottages

						Rep	Terms
						JEB	Due on receipt
Description	Est Amt	Prior Inv.	Prior %	Curr %	Total %	Prev. Invo...	Amount
Custom Window Rehab Mack Up	2,350.00			100.00%	100.00%		2,350.00
Delivery Charge	112.00			100.00%	100.00%		112.00

Thank you for your business.	Sales Tax	\$0.00
	Total - This Invoice	\$2,462.00
	Payments/Credits	\$2,462.00

<b>Due - This Invoice</b>	\$0.00
---------------------------	--------

<b>Total Balance Due</b>	\$0.00
Includes any other outstanding invoices previously presented.	

Visit us at: [woodenwindow.com](http://woodenwindow.com)



Craftsmanship Making History!

849 29<sup>TH</sup> STREET, OAKLAND, CA 94608  
(510) 893-1157 • (415) 357-1370 • Fax — (510) 834-3662

# Invoice

Invoice #

15075P2

Bill To

***Filbert Street LLC  
Dominique Lahaussais  
30 Blackstone Ct.  
San Francisco, CA 94123***

Your Job No.

15075

Inv. Date

12/15/2015

Job Address:

1338 Filbert Street Cottages

Description	Est Amt	Prior Inv.	Prior %	Curr %	Total %	Rep	Terms
						JB	Due on receipt
Change Order #3 Custom Manufactured Windows &/or Doors - No Installation Progress Invoice on inspection	81,889.00	40,944.50	50.00%	20.09%	70.09%		
Change Order #3 Shop Drawing and/or Project Management Fees (non-taxed)	4,212.00	2,106.00	50.00%	50.00%	100.00%		
							Amount
							16,454.25T
							2,106.00

Thank you for your business.

Sales Tax \$1,439.75

Total - This Invoice \$20,000.00

Payments/Credits \$0.00

**Due - This Invoice** \$20,000.00

**Total Balance Due** \$20,000.00

Includes any other outstanding invoices previously  
presented.

Visit us at: [woodenwindow.com](http://woodenwindow.com)



From: **Carolyn Mueller-Ries** carolyn.mueller.ries@woodenwindow.com  
 Subject: Invoice 15075CO1&2 from Wooden Window, Inc.  
 Date: November 11, 2015 at 1:49 PM  
 To: d\_lahaussais@msn.com  
 Cc: Mark Christiansen mark.christiansen@woodenwindow.com

Wooden Window, Inc.

Invoice Due: 10/28/2015  
 15075CO1&2

Amount Due: \$46,643.52

Dear Dominique,

Thank you for checking to see if your payment was mailed.

Your invoice is attached. Please remit payment at your earliest convenience. We accept checks, major credit cards and now electronic transfers using Intuit Payment Network.

Thank you for your business - we appreciate it very much.

Sincerely,

Wooden Window, Inc.  
 (510) 893-1157

46643.52

46633.14

30000

20000

2462

145,738.66

849 29<sup>th</sup> Street  
 Oakland  
 CA 94608

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*Craftsmanship Making History!*

24320<sup>th</sup> STREET, OAKLAND, CA 94605  
 (510) 893-1157 • (415) 557-1370 • Fax - (510) 824-3022

## Invoice

Invoice #

15075CO1&2

Inv. Date

10/28/2015

Bill To

**Filbert Street LLC**  
**Dominique Lahaussais**  
**30 Blackstone Ct.**  
**San Francisco, CA 94123**

Your Job No.

15075

Job Address:

1338 Filbert Street Cottages

Rep

JB

Terms

Date on receipt

Description	Est Amt	Prior Inv.	Prior %	Curr %	Total %	Prev. Invo...	Amount
Change Order #1	13,600.00	17,685.00	52.63%	47.37%	100.00%		15,916.32T
Shop Drawing and/or Project Management Fees (non-taxed)	750.00	375.00	50.00%	50.00%	100.00%		375.00
Delivery Charge	785.00	392.50	50.00%	50.00%	100.00%		392.50
Change Order #2	49,495.00	25,406.90	51.33%	48.67%	100.00%		24,089.22T
Windows New 548,185.81							
Rehab Doors 510,380.00							
Change Order #2 Delivery Charge	900.00	450.00	50.00%	50.00%	100.00%		450.00
Progress Invoice							
Change Order #2 Shop Drawing and/or Project Management Fees (non-taxed)	3,840.00	1,920.00	50.00%	50.00%	100.00%		1,920.00
Progress Invoice							

Thank you for your business

Sales Tax

\$3,500.48

Total - This Invoice \$46,643.52

Payments/Credits \$0.00

**Due - This Invoice \$46,643.52**

**Total Balance Due \$46,643.52**

Includes any other outstanding invoices previously presented

Visit us at: [woodenwindow.com](http://woodenwindow.com)

From: **Katie Watt** katie.sjc@gmail.com  
 Subject: **Landscaper info for you.**  
 Date: **April 28, 2016 at 1:38 PM**  
 To: **MSN d\_lahaussis@msn.com**

Attached is the contract we have executed with Garden Route. Additionally, there is an add for \$800 attached. It is for the Garden Rout to install the transformers for the lighting. Originally, it was assumed Edmund would be doing it, but upon The Garden Rout and Edmund having a conversation, it became clear that the Garden Route should own the install of transformers for their lighting. I followed-up with Jerome last week and he agreed.

--  
 Katie Watt



Date	Estimate #
4/21/2016	1061
Name / Address	
Cartmell Tam Construction, Inc. C/O So-So EC Job 4001 Page Mill Road Los Altos Hills, CA 94022	

## LANDSCAPE INSTALLATION COST

#	Item	Description	Total
	Site preparation	Prepare entire site for layout and construction. Mobilize tools and equipment to site.	3,000.00
	Layout	Clear out the site of tools and demobilize tools and equipment.	1,050.00
	Drainage allotment	Layout of site features by Project Manager.	0.00
	Sleeving	No drainage specifications to date.	1,420.00
	Soil Preparation	Install sleeving for future lighting electrical under paving.	5,916.00
	Grading	Import 12" of planting soil. Excludes excavation or off haul of existing soil.	1,220.00
	Planting	Fine grading in soil of planting areas.	44,574.00
		Install all plant material as per plan and plant list. 48" boxes will be substituted with 36" box or equivalent balled and burlapped specimens.	
		7ea 36" Box = \$10,500.00	
		19ea 24" Box = \$14,250.00	
		19ea 15 gal = \$3515.00	
		57ea 5 gal = \$4275.00	
		547ea 1 gal = \$2,034.00	
	Green Roof	Install modular pre-vegetated green roof (200 sq. ft.).	8,000.00
	Irrigation	Install irrigation system as per plan. Includes backflow preventer and control valves.	13,946.00
	Lighting	Install FX LX-200 transformer, 12V cable and lighting fixtures. Excludes transformers and "solar" replacement lamps for path fixtures.	8,020.17
	Mulch	Mulch: Cover planting areas with a 2" layer 1/4" fir bark.	1,500.00
		<b>SUBTOTAL</b>	<b>88,646.17</b>
	Project administration	A 15% standard fee for overhead, insurance, administration and taxes.	13,296.93
		<b>Notes</b>	
		Excludes clean up or hauling of other contractors' construction debris as well as any excavation or off haul of existing soil.	
		Price is based on using "Xeroflor" pre-vegetated green roofing system.	
		Price assumes that point of connection with independent shut off valve will be supplied by plumber at all valve locations and 120vac supply at irrigation controller will be supplied by electrician.	

Estimate is valid for 30 days  
Estimate does not include any removals of unforeseen debris

**Total**

\$101,943.10



FILBERT ST.  
CONTRACT.PDF



Date	Estimate #
3/29/2016	1024
Name / Address	
1338 Filbert LLC 21 Deer Park Dr. Greenwich CT 06830	

## LANDSCAPE INSTALLATION COST

#	Item	Description	Total
	Site preparation	Prepare entire site for layout and construction. Mobilize tools and equipment to site.	3,000.00
	Layout	Clear out the site of tools and de-mobilize tools and equipment.	1,050.00
	Drainage allotment	Layout of site features by Project Manager.	0.00
	Sleeving	No drainage specifications to date.	1,420.00
	Soil Preparation	Install sleeving for future lighting electrical under paving.	5,816.00
	Grading	Import 12" of planting soil. Excludes excavation or off-haul of existing soil.	1,220.00
	Planting	Fine grading in soil of planting areas.	44,574.00
		Install all plant material as per plan and plant list. 48" boxes will be substituted with 36" box or equivalent balled and burlapped specimens.	
		7ea 36" Box=\$10,500.00	
		19ea 24" Box=\$14,250.00	
		19ea 15 gal=\$3515.00	
		57ea 5 gal=\$4275.00	
		547ea 1 gal=\$12,034.00	
	Green Roof	Install modular pre-vegetated green roof (200 sq. ft.).	8,000.00
	Irrigation	Install irrigation system as per plan. Includes backflow preventer and control valves.	13,946.00
	Lighting	Install 12V cable and lighting fixtures. Excludes transformers and "solar" replacement lamps for path fixtures.	7,217.17
	Mulch	Mulch: Cover planting areas with a 2" layer 1/4" fir bark.	1,500.00
		<b>SUBTOTAL</b>	<b>87,843.17</b>
	Project administration	A 15% standard fee for overhead, insurance, administration and taxes.	13,176.48
		<b>Notes</b>	
		Excludes clean-up or hauling of other contractors' construction debris as well as any excavation or off-haul of existing soil.	
		Price is based on using "Xeroflor" pre-vegetated green roofing system.	
		Price assumes that point of connection with independent shut-off valve will be supplied by plumber at all valve locations and 120vac supply at irrigation controller will be supplied by electrician.	

Estimate is valid for 30 days

Estimate does not include any removals of unforeseen debris

**Total**

\$101,019.85

# HISTORICAL STRUCTURE REPORT

1338 Filbert LLC

- Landmark Designation Report; Dated 7/12/2001
- Historic Fabric Assessment, Carey & Co, 8/21/2006
- Door and Window Survey, Architectural Resources Group, 2/15/2008
- Significance Diagram, Page & Turnbull, 2/4/2008
- Roof and Chimney Rehabilitation, Page & Turnbull, 1/14/2009
- Brick and Paving, Page & Turnbull, 4/28/2009
- HRER, Page & Turnbull, 7/22/2009
- Architectural Drawings , Buttrick Wong, 2009
- Landscape Drawings, MFLA, 2009
- Historic Buildings Survey, Mark Hulbert, August 2010

LANDMARK DESIGNATION REPORT  
DATE: JULY 12, 2001  
CASE NO.: 2001.0232L

LANDMARKS BOARD VOTE: NO ACTION  
APPROVED: N/A  
PLANNING COMMISSION VOTE:  
APPROVED:  
PROPOSED LANDMARK NO.: 232

PAGE 1

**HISTORIC NAME:** Bush Cottages (1907-1946)  
School of Basic Design and Color (1940's)

**POPULAR NAME:** 1338 Filbert Cottages

**ADDRESS:** 1338 Filbert Street, San Francisco

**BLOCK/LOTS:** 524/31,32,33,34  
Location and Siting maps, Exhibit C.

**OWNER:** John P. Willis, 1338 Filbert Street

**ORIGINAL USE:** Residential/Rental/ Non-Owner Occupied

**INTERIM USE:** 1943-c. 1951: Institutional (Studio Addition); Residential/Rental  
(Cottages B, C, D, students and others); Owner occupied  
(Cottage A, from 1946)  
1951-1972: Residential/Rental/ Owner occupied  
1972-1990: Residential/Rental/non-owner occupied  
1990- 2000: Residential/Rental/Owner occupied

**CURRENT USE:** Residential/home office, owner occupied (Building A).  
Month-to-month use (Buildings B, C, D) by acquaintances of the  
owner

**ZONING:** RH-2 (Residential, House, Two-Family) District and 40-X Height &  
Bulk District

**NATIONAL REGISTER CRITERIA:**

(A)   X   Association with events that have made a significant contribution to  
the broad patterns of our history.

(B)   X   Association with the lives of persons significant in our past.

(C)   X   Embody distinctive characteristics of a type, period, or method of  
construction, or that represent the works of a master, or that possess  
high artistic values, or that represent a significant and distinguishable  
entity whose components may lack individual distinction.

(D)        Has yielded, or may be likely to yield information important in history  
or prehistory.

- **Period(s) of Significance:** 1907, 1930's-1972
- **Integrity**

The 1907 structure maintains integrity of location, setting, materials, workmanship, feeling and association. The four cottages remain parallel to each other in their original location. The 1943 studio addition perpendicular to and a part of Cottage A and the vertical additions made to the cottages in 1951 to accommodate additional tenants retain the original character of the 1907 buildings, and are included in the features to be preserved (page 3 and Exhibit C.4). The additions made to the rear of Cottages B, C, and D (probably 1953) are not visible to the street or to the walkway frontage of the cottages, and are excluded from the list of features to be preserved.

**ARTICLE 10 REQUIREMENTS – SECTION 1004 (b):**

- **Boundaries of the Landmark Site**

Encompassing all of and limited to Lots 31-34 in Assessor's Block 524. Exhibits C.2, Assessor's Map Revised 1991, and C.3, Resubdivision Map 1979.

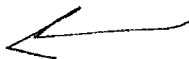
- **Characteristics of the landmark which justify its designation: National Register Criteria A, B, and C (events, persons, building) as follows:**

- (A) Associated with the aftermath of the 1906 earthquake and fire and the post-emergency housing needs of that time.

Associated with important periods of San Francisco's art history.

- (B) Associated with the life of Marian Hartwell, a faculty member of the California School of Fine Arts (now the San Francisco Art Institute). Hartwell taught subject areas of the California Decorative Arts for fourteen years and was a colleague of the great muralists and sculptors on the CSFA staff who created the distinguished public art of the 1930's and 1940's in the Bay Area. Hartwell left the CSFA in 1940 and opened the School of Basic Design and Color in the cottages at 1338 Filbert Street in the 1940's.

- (C) Embodies distinctive characteristics of vernacular post-earthquake period architecture (wood frame, rusticity, simplicity, informality); provides a unique example of siting, court plan, craftsman-period references. The buildings and ambiance of the landscaped and designed setting (planting, fencing, brickwork) together represent a distinguishable entity.





- Description of the particular features that should be preserved

**Structures (Exhibit C.4):**

1907 Cottages: the exterior of the four original footprint cottages, including the 1951 22" additions to the height, and excluding the rear additions (probably in 1953) to Cottages B, C, and D.

1943 studio addition to Cottage A with entry patio.

**Landscaping features (Exhibit C.4):**

The landscape is an integral part of the site's visual and historic presence, and connects with the professional design interests of the woman who installed it. The primary features to be preserved are:

- The grapestake gated-fence and the stepped brick wall under it
- Brick pathways and stairways
- Brick patios
- Boxwood hedges throughout
- Two plum trees, southern property line
- Three leptospermum (Australian tea) trees, trimmed as a hedge over the fence
- Japanese Maple tree, Cottage A courtyard
- Mature magnolia, east property line
- Flowering shrubs west of the walkway

## DESCRIPTION

### 1. BACKGROUND

- **The Location.** The complex is located on the north side of Filbert Street between Polk and Larkin Streets, on a rectangular parcel with a frontage of 62.5 feet, and a depth of 137.5 feet north/south between Filbert and Greenwich. The parcel begins 100 feet west of Larkin Street (Exhibit C, Maps).
- **The Block.** The 1300 block of Filbert Street has seven multiple-unit brick or stucco apartment buildings (three with Filbert Street addresses, four others on the Polk and Larkin corners). The majority of the block's buildings are three or four-story Victorian-style apartment buildings. A single building moved to 1364 Filbert after the earthquake was placed at the back of its lot. Another post-earthquake building was moved behind 1346-1350, a four-story Victorian, and is not visible from the street. The 1338 Filbert configuration of parallel buildings in a landscaped setting provides a unique visual presence on this block, and adds to its diversity.
- **The Neighborhood Surroundings.** The block of Larkin Street uphill from the complex on the east has been rated by the Junior League in their 1963-1968 Survey (38) as an "architecturally strong neighborhood (both sides of the block)." The Greenwich Street buildings that adjoin and overlook the cottages on the north include a mix of two and three-story buildings similar to those on Filbert; a nine-

story high rise on Larkin between Greenwich and Lombard (circa 1920's) can be seen from the property.

Pictures taken from the Larkin Street apartment building on the south side of Filbert and from a Greenwich Street apartment show the cottages as a cluster of small buildings surrounded by greenery, and because the complex is downhill from them and built partially below grade, surrounding structures have visual access to the property (Exhibit B, Photographs).

- **Description of the 1907 Cottages, the 1943 Studio Addition and the Landscape at 1338 Filbert Street (site maps are in Exhibit C)**. 1338 Filbert Street consists of four two-story 1907 frame buildings (referred to in the permits as A, B, C, D, running from Filbert Street at the south of the property to the north of the property), originally 20' x 30,' and a studio addition to Cottage A built in 1943. The cottages are wood, parallel to each other, and oriented with their long dimension parallel to the street property line. A brick walkway extends the full length of the property, and at night is illuminated by craftsman-style lantern lighting at the corner of each building. The complex is surrounded by mature shrubs and trees. The studio addition to Cottage A creates an L-shaped space on two sides of a patio, and is visible from the front gate.

The complex is built on a steep portion of Filbert Street. It is separated from the sidewalk by a 62-foot long grapestake fence, which supports a continuous hedge formed by three 60-year old Australian tea trees. Dark red foliage from plum trees planted next to the fence in a below-grade garden area shows above the fence and the hedges. At the end of the eastern frontage of the property, one can see only glimpses of Cottage A's roof and red pipes; otherwise, only foliage is visible until one reaches the gate near the western edge of the fence. The gate opens onto five brick stairs leading down to the ground level of the buildings, the walkway, and a six-foot wide garden area that continues the full length of the property.

The central door of each cottage and doors added for one-room units open directly onto the brick walkway so that each has access to a small patio area defined by its front door, the walkway, and plantings. The windows vary from building to building, and include two-by-three-light windows on either side of the doors in Cottages A and B, four-by-five-light doors used as windows (the door hardware visible) on the second floors of B and C, a similar door-sized window, three-by-four-light in D, and a door-sized single pane on the second floor of C (Photographs, Exhibit B.3,4,5). The wooden frames are painted dark green. Because the walkway and plantings are close to the cottages, a pedestrian experiences the complex as a mews.

The buildings are separated by six-foot walkways, some of which have stairways or doors leading to apartment units. Additions have been made in the rear of cottages B, C and D. Building B has an apartment accessible from the rear, not visible from the front.

In addition, Cottage A has a brick stairway leading to its private front patio and a closely-planted garden area visible from the gate. One wall of the 1943 studio addition bordering this outdoor space includes six floor-to-ceiling panels of two-by-nine glass lights with two-foot ironwork filigree across the bottom that give the appearance of French doors. The adjoining wall has three two-by-five-light panels that together appear to be a horizontal window facing south (Photographs, Exhibit B). At the rear of Cottage A, not visible from the entry gate, is a patio adjoining a Larkin Street neighbor's brick wall (approximately 20 feet high) and facing clerestory windows on the studio's north-facing wall.

Cottage D uses the western extension at the end of the walkway as a patio and entry area. It has a first floor doorway leading to a studio apartment and a stairway at the north end of the building leading to the second floor units. Cottage D extends to the east boundary of the property and has a small rear patio.

## 2. ALTERATIONS

- **Summary of Alterations.** Appendix 3 provides a list of available permits and copies. Permits are not available for certain additions referred to in other documents (see Appendix 3.10 – 11.a).

1943 Addition of a 600-square-foot art studio (1943, to Building A).

1951 Addition of 22" height and interior reconfiguration to create second story living quarters (1951, probably Cottage C). Second story windows may have been added in C at this time. B and D may also have been altered at this time; 1979 permit requests describe them as buildings of 1000 square feet.

1953 Addition of a 323-square-foot room and bath, window at the rear of B.

1954 Window enlarged, Cottage A.

- **The First Alterations: Permit for Marian Hartwell's Studio (1943).** There is no record that the buildings were altered between 1907 and 1943. A permit to build a studio addition to the residence (Cottage A) of Marian Hartwell, a renter who was a craftsman and painter teaching at the California School of Fine Arts, was approved June 23, 1943 (Appendix 3.B. 4.). Hartwell indicated on the "Description of the Work to be Done" section of the Permit Request, "... work room, studio for teaching... Room to be used for professional work in designing-collaborating with students... Second-hand material used."
- **The Second Alterations (1947-1955): Marian Hartwell, Owner.** In 1946, Hartwell purchased the buildings. Permit requests between 1947 and 1955 signed by Hartwell outline changes she made to convert the cottages from four to ten units of

rental housing. The exterior changes conformed with the building styles of the original buildings, and are visible today.<sup>1</sup>

## STATEMENT OF SIGNIFICANCE

### CRITERIA A: ASSOCIATED WITH EVENTS THAT HAVE MADE A SIGNIFICANT CONTRIBUTION TO OUR HISTORY

#### 1. Relationship to the immediate Post-Earthquake Period

Before the 1906 earthquake and fire, the property at what was later numbered 1338 Filbert Street consisted of two lots owned by a Peter Mathews, each with a house. Mr. Mathews' daughter was married to William Bush, who also lived on the site. After the fire that burned the north side of the 1300 block of Filbert Street in 1906 (Burn Map, Appendix 2.B.5), and the death of Peter Mathews in December, 1906, William Bush requested permits to build the Filbert Street cottages as rental housing. In the post-earthquake disruptions, it was not always possible for burned-out families to rebuild on the same property, but Bush's decision to rebuild there eventually resulted in the property being owned by the same family from 1885 until 1946.

The architecture itself represents the post-earthquake period when the demand for housing was met by anonymous craftsman-builders rather than known architects. As noted by Sally Woodbridge (19, p.10), "... the 1906 earthquake created the kind of egalitarian social situation[s] that made living in minimal spaces seem appropriate." The cottages demonstrated the effectiveness of quickly-built, closely-spaced construction as an innovative housing solution in a period of crisis when so many people who had lost their homes were looking for housing.

#### 2. Relationship to the History of Art in San Francisco

Marian Hartwell, instructor and then head of the Design Department of the California School of Fine Arts (CSFA) from 1926-1940, was associated with the cottages during 35 years of its 94-year history, first as a renter (1937-1946) and then as the owner (1946-1972). The story of her life and work provides significant connections between the cottages, important periods of San Francisco art history, and San Francisco's most distinguished art institution.

- The California Decorative Style of the Early 20<sup>th</sup> Century

Hartwell's activities in the art world of the 1920's, including her teaching at the CSFA, occurred when the "California Decorative Style," popular in the early years of the century, was still included in the curriculum. A catalog from a 1972 Oakland Museum exhibit on the work of Arthur Mathews, Director of the California School of Fine Arts

<sup>1</sup> Margot Patterson Doss, author of *San Francisco at Your Feet* (32) lived on Greenwich and confirms that Hartwell also replanted shrubbery and laid bricks on the pathways, but cannot confirm the date. The work may have been part of the remodeling that took place in the 1950's.

from 1900-1906, describes the California Decorative Style as "elegantly styled and finely crafted work ranging from murals to easel paintings, frames, furniture, decorative objects, and publications" (11.f.).

Hartwell's description of the Design Department in the 1929-1930 CSFA Catalog describes the importance of the principles of the California Decorative Style in her teachings.

"The Design Department of the California School of Fine Arts is planned as an integral part of the study of fine arts. Its particular field is color, form, and line as related to pure Design and the applied arts. Its objective is the enlargement of the understanding of the Fine Arts in their application to Interior Decoration and the Industrial Arts, and the preparation of instructors" (Appendix 5.B.p.3).<sup>2</sup>

**The School of Basic Design and Color.** When Hartwell left the CSFA, she opened a school in her studio at the 1338 Filbert cottages, the School of Basic Design and Color (Brochure, Exhibit D-1) and continued to teach the principles of the California Decorative style.<sup>3</sup>

- **Hartwell and the WPA Art of the 1930's**

The 1930's, when Hartwell was on the CSFA faculty, was the period of great WPA art, both nationally and in San Francisco, where "the murals at Coit Tower... were a pioneer federal arts project" (16, Tom Malloy, Foreword).

The Coit Tower, Rincon Annex and Beach Chalet murals were created by many of Hartwell's colleagues and students at the CSFA. Faculty rosters (Appendix 5) and the Landmarks Preservation Advisory Board's 1975 history of the San Francisco Art Institute (39) include, with Hartwell, the names of the major defining artists of the 1930's (Piazzoni, Cravath, Stackpole, Oldfield, Labaudt). The fever of activity of the muralists beginning in 1934 made San Francisco a center for this kind of art and the political activity that accompanied it.

For additional information on the life of Marian Hartwell, see Appendix 5, Introduction, and for her significance as a person and in the design of the Filbert Street cottages and landscape see Criteria B and C below.

<sup>2</sup> See also course descriptions in the introduction to Appendix 5.

<sup>3</sup> Hartwell did not return to the CSFA when it expanded after the war. By that time, the school had become the West Coast birthplace of Abstract Expressionism, and the new faculty included not the "Fine Arts" group, but the Abstract Expressionists, including Clyfford Still and Mark Rothko.

**CRITERIA B: ASSOCIATION WITH THE LIVES OF PERSONS SIGNIFICANT IN OUR PAST**

Marian Hartwell, as mentioned above in connection with Criteria A, was head of the Design Department and taught Basic Crafts, Historic Design, Beginning and Advanced Design and Color Theory at the California School of Fine Arts for 14 years (1926-1940), except for two years when she traveled independently to European art centers). She was an early member of the San Francisco Society of Women Artists and presented a program to them on European Art in 1929. Because her professional interest was in teaching and in the area of crafts and design, examples of her work are not found in major museums and collections. Through her life and work, however, Marian Hartwell provides a connection to an extended period of San Francisco art history (see Criteria A).

Her significance lies in the combination of her work as an influential teacher, head of a department in a distinguished center of art education in the Bay Area, colleague to artists creating well-known public work still available to the community, and creator of a school where the kind of art she practiced and taught could be continued. The influence of the school at 1338 Filbert is still noted by a currently-practicing local painter who attended it 60 years ago. Add Bonn, now 90 years old, has exhibited in the major museums of the Bay Area, now exhibits at the Art Institute and local galleries, and in the literature available at the exhibitions, credits Hartwell as a major influence in the development of her architectural painting style (Appendix 1.A).

What is visible at 1338 Filbert Street is also connected to the work and life of Marian Hartwell. As a renter, in 1943, she designed and had built the studio addition to her apartment, later used for her school. As an owner, in 1946, she housed students attending the school as well as students attending the CSFA in the other cottages; the complex was known as an "art place." As designer of the garden, she arranged a brick and plant landscape that reflected her professional expertise in design and color.<sup>4</sup>

In terms of the architecture of the buildings (see Criteria C), Hartwell made alterations that allowed increased occupancy, but did so by raising the height of the buildings 22", inserting windows made with older materials, and made interior reconfigurations, thereby retaining the period look and materials of the buildings. (Additions were made to the rear of the buildings in 1953, not visible from the street or from the front walkway; these are excluded from the list of features to be preserved. See Exhibit C-4.)

Hartwell's significance is in part that she was a person who connected art, teaching, architectural and garden design, entrepreneurship, and a 30-year stewardship of a historic property, making changes only in a way that was sensitive to the original. This combination determined the architecture and ambiance of a visually distinctive complex on Russian Hill, and influenced some of the students who lived and studied there.

<sup>4</sup> See Exhibit D-2 for Phoebe Cutler's report (43) relating the garden details to Hartwell's time and design principles.

**CRITERIA C: EMBODY DISTINCTIVE CHARACTERISTICS OF A TYPE, PERIOD, OR METHOD OF CONSTRUCTION, OR THAT REPRESENT THE WORK OF A MASTER, OR THAT POSSESS HIGH ARTISTIC VALUES, OR THAT REPRESENT A SIGNIFICANT AND DISTINGUISHABLE ENTITY WHOSE COMPONENTS MAY LACK INDIVIDUAL DISTINCTION.**

The architecture represents that of the post-earthquake period when the demand for housing was met by craftsman-builders, not architects. Buildings were quickly and simply built, with modest if any ornamentation (see Criteria A). In addition, the significance of the architecture is based on the unique siting of the cottages on the lot, the unusual use of the court plan, the typical vernacular style with craftsman period references, and the early use of the cottage configuration as a form of housing for people of modest means. (A description of the original buildings taken from the permits may be found in Appendix 3. 10-11.a).

- **The siting.** The cottages are semi-detached, with Cottage A and its 1943 studio addition at the street and Cottage D at the northern end of the property. All four are oriented with their long dimension parallel to the street frontage (Exhibits C.3-4) and with their entries facing and approximately ten feet from the west side property line. The unusual siting allowed four homes to be built on a 62.5' wide parcel at a time when housing was in great demand.

Two other examples of perpendicular-to-the-property-line siting remain on Russian Hill: 1135-1139 Green (1909) and 2540-2550 Hyde (1900), both of which have attached gardens. 1135 Green, however, is built on a cliff and is not visible from the street. Both Green and Hyde Street were designed by architects and are larger in scale. 1338 Filbert remains the sole Russian Hill representative of vernacular cottages sited in a mews-like configuration.

The building arrangement at 1338 Filbert allows the first cottage, the pathway, gardens and open space to be viewed from the sidewalk at the front gate; conventional siting at that time would have set the front doors of all four cottages at the sidewalk. The unconventional siting takes advantage of the width of the lot for its walkways and gardens, and creates an enclosed community in which public and private spaces are related.

- **The court plan.** Each cottage opens directly onto the brick walkway and an adjoining brick area to the west property line suitable for two or three chairs. Each also has a patio in the rear.<sup>5</sup> These cottages, placed in a garden setting, become an early representation of a later hallmark of California architecture that connected the indoors with the outdoors.
- **The vernacular architecture of 1907 and craftsman period elements.** As noted in Criteria A, the complex is an example of the post-earthquake period when the demand for

<sup>5</sup> Sally Woodbridge's introduction in Sexton (19, p. 9) says, "The court plan permitted developers to raise densities while allowing people to live on the ground level, a very important part of the California image... The landscaping was usually managed communally and promoted a spirit of neighborliness along with the feeling of privacy from the street."

housing was met by skilled craftsmen-builders rather than known architects. Woodbridge and Woodbridge wrote in the AIA's *Architecture San Francisco* (20, p.192), "Although the bungalow was the building type identified with the Craftsman style, in San Francisco, apartment complexes—compact versions of bungalow courts—are among the most effective examples of the style." With its rusticity, simplicity, the use of wood, minimal embellishment, informality, modest scale, and sensitivity to the site, 1338 Filbert exemplifies many of the characteristics of craftsman-era building.

- **The cottages as a design example for modest-size housing.** Throughout their nearly 100-year history, the cottages have provided a housing option for people of modest means. Studio apartments here have direct access to the outdoors and informal contact with neighbors. Practicing and student architects alike can see in this complex a working model of a now-rare, still viable housing configuration.<sup>6</sup>
- **The cottages' aesthetic contribution to the neighborhood.** The cottages offer strong interest to neighbors and visitors, both for the ambiance of a protected enclave surrounded by mature and well-planned greenery, and for the wood, brick, fence, gnarled vine and outdoor space.

#### THE RELATIONSHIP BETWEEN THE CRITERIA CATEGORIES

While individual National Register criteria make this unusual property of great interest, significance is most meaningful when the interrelationship of the three criteria on the site is considered. For example, the earthquake is both historical event (A) and an influence on the architecture (C). Marian Hartwell's importance relates to two periods of San Francisco art history (A), the influence she had on students (B), and the strong design of the studio, brickwork, and landscape that provide a rare aesthetic and historic combination on Russian Hill (C). It is the combination that makes the whole of more value than the contributing parts.

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<sup>6</sup> The work of Donald MacDonald, a San Francisco architect who is "one of the nation's leading advocates and practitioners of cottage design and development" (19, p.117), has been strongly influenced by cottage housing in San Francisco. MacDonald contributed a section, "The Past is Tomorrow," to Sexton's book, in which 1338 Filbert is pictured.



## REFERENCE LIST

### Directories, Library Resources

1. Langley, *San Francisco Directory*, 1874, 1880, 1884-6, 1888-90, 1893
2. Crocker-Langley, *San Francisco Directory*, 1896-1901
3. *San Francisco Directory*, 1902-1935
4. *San Francisco City Directory*, 1936-1953  
[1937: Hartwell, Instructor at CSFA, 1338 Filbert]
5. *California School of Fine Arts, San Francisco*. (Directory, 1939-1940) with faculty biographies, schedule of classes, description of Design Department classes (Appendix 5.A.)
6. *CSFA Directory, 1929-1930*, pp. 22-25. Faculty listing; description of Design classes, (In Appendix 5.B.)
7. *CSFA Directory, 1931-1932; 1936-1937, 1937-1938, 1939*. Faculty lists. (In Appendix 5.C.)
8. *CSFA Directory, 1938*. Faculty List and Design and Color Composition course description. (In Appendix 5.C.)
9. California Death Index 1905-1929 (California Genealogical Society, Oakland)
10. San Francisco Block Books (various). 1894, 1906
11. *Western Addition Map Book (pages 245-344)*, Map #411, page 250, Revised 1991
- 11.a. Red Cross Burn Map, 1906. (Appendix 2.B.5.)
- 11.b. Sanborn Map, Second Series, 1899-1900, Reel 1, Volume 2 (Appendix 2.B.1)
- 11.c. Sanborn Map, 1899 Updated to 1905, Volume 1, Map 107 (Appendix 2.B.2)
- 11.d. Sanborn Map, 1913-1915, Reel 3, Volume I-IV, (Appendix 2.B.3).
- 11.e. Sanborn Map, 1913-1928 updated to 1950, reel 5, Vol. 1 and 2, p.99 (Appendix 2.B.4)
- 11.f. Jones, Harvey L., *Mathews: Masterpieces of the California Decorative Style*. Catalog, The Oakland Museum, 1972.

### Books

12. Bakalinsky, Adah. *Stairway Walks in San Francisco*, Wilderness Press, Berkeley, 1995. [p.25: 1338 Filbert]
13. Corbett, Michael. *Splendid Survivors, San Francisco's Downtown Architectural Heritage*. California Living Books, Foundation for San Francisco's Architectural Heritage, 1979 pp. 9-13
14. Hockaday, Joan and Henry Bowles. *The Gardens of San Francisco*. Timber Press, Portland, Oregon, 1988. Refers to Alice Eastwood, botanist, who lived on Russian Hill.
15. Hughes, Edom Milton. *Artists in California 1786-1940*, Hughes Publications, San Francisco, 1986. (pp. 202, 297, 298)
16. Jewett, Masha Zakheim. *Coit Tower, San Francisco*. Volcano Press, San Francisco, 1983. Provides biographies of Coit Tower artists, including faculty and students at the CSFA.
17. Kostura, William. *Russian Hill: The Summit, 1853-1906*. Aerie Publications, San Francisco, 1997.
18. Olmstead, Roger and T.H. Watkins, *Here Today*. Sponsored by Junior League of San Francisco. Chronicle Books, 1968 (Introduction and Chapter on Russian Hill)
19. Sexton, Richard. *The Cottage Book*. Chronicle Books, San Francisco, 1989. [p. 45, two pictures and text for 1338 Filbert. Preface and Introduction for background, Donald MacDonald section on cottages and current architecture].
20. Woodbridge, Sally B. and John M. Woodbridge, *Architecture San Francisco*, San Francisco, American Institute of Architects, 1982

#### Magazines, Newspapers, Websites

21. *California Art Research Project, San Francisco WPA Project 2874, 1936-1937.* Smithsonian Institute Information System website. List of monographs on artists of the period.
22. "Hartwell Will go to Europe 1928" *Argus Magazine* (became *Art Digest*), June, 1927
23. "Mrs. Mary E. Bush" (obituary). *Chronicle*, 4/27/40, page 9.
24. Skylight Sketch, "Montgomery Street Skylight." 2/4/46, p.1. Article on Joan Hinchman, designer of textiles and screens sold at Gumps, who studied with Marion [sic] Hartwell in 1939 at the California School of Fine Arts.
25. "Women Artists Will Hear Talk on European Art." *San Francisco Chronicle*, 9/8/29.
- 25.a. Starr, Kevin, "California Colors and Classical Themes were the Hallmark of Mathews' Murals," *San Francisco Magazine*, December, 1980. P.50.

#### Oral Histories

26. Cravath, Ruth and Dorothy Wagner Puccinelli Cravath. *Two San Francisco Artists and Their Contemporaries 1920-1975.* An oral history conducted by Ruth Teiser and Catherine Harroun, 1977. UC Bancroft Library, Regional Oral History Office. Ruth Cravath Wakefield was a well-known sculptor who grew up on Russian Hill. She was a good friend of Hartwell's, founded the Society of Women Artists and had a studio at Filbert and Hyde. A photograph of her taken by Imogen Cunningham is included.
27. Cravath, Ruth. *Oral History Conversation with Ruth Cravath.* Smithsonian Institution, Archives of American Art [on the Web]. Conducted by Mary McChesney, 9/23/65.
28. Oldfield, Helen. *Otis Oldfield and the San Francisco Art Community, 1920's - 1960's.* 1931. Conducted by Michaela DuCasse and Ruth Cravath, 1981. UC Bancroft Library. Helen Oldfield was the wife of Otis Oldfield, prominent artist and faculty member of the CSFA.

#### Personal Communications (includes date of contact)

Note: the following people were contacted for information they might provide on the history of the buildings, people or periods.

29. Blatchly, Jayne Oldfield. Knew Hartwell as a friend of her father's (Otis Oldfield, faculty of the CSFA) 5/30/00
30. Bonn, Add. Artist, Member of SF Women Artists, exhibited through the SF Art Association at MOMA, deYoung, Legion. Attended Hartwell's School of Basic Design and Color in the 1940's. Ms. Bonn knows of another student who came to study with Hartwell, Carmen Stevens, a wood carver, who died some years ago. 7/14/00 - 3/16/01.
31. Cello, Armand. Last regular tenant at 1338 Filbert 4/30/00, 8/3/00. Described the pleasure of living close to the outdoors for ten years, even in a studio.
32. Doss, Margaret Patterson. Author of *San Francisco at your Feet* and neighbor at 1331 Greenwich. Provided information on use of the cottages for CSFA/Art Institute student housing; information on the botany and horticulture community on adjoining blocks of Russian Hill. 4/17/00
33. Gunderson, Jeff. San Francisco Art Institute Librarian. Provided Hartwell file, CSFA Directories. Provided and suggested references.
34. Hesthal, Edna Dresher Van Nuys. Artist. Lived at 1338 as a CSFA student. 6/3/00
35. Jewett-Zakheim, Masha, author of *Coit Tower* (16).

LANDMARK DESIGNATION REPORT

DATE: JULY 12, 2001

CASE NO.: 2001.0232L

LANDMARKS BOARD VOTE: NO ACTION

APPROVED: N/A

PLANNING COMMISSION VOTE:

APPROVED:

PROPOSED LANDMARK NO.: 232

PAGE 13

36. McClintock, Elizabeth. (Founder of Strybing Arboretum, author of *Trees of San Francisco*, UC Berkeley Faculty). The conversation was about Russian Hill gardens when she lived on Lombard Street. 6/6/00
37. Piazzoni-Wood, Mireille. Her father was on the CSFA faculty at the same time as Hartwell. 5/31/00

Other

38. Junior League of San Francisco, Inc. Individual files on six properties on the 1100-1350 blocks of Filbert. Research notes for the 1963 survey.
39. Landmarks Preservation Advisory Board, Final Case Report, December 17, 1975, "*San Francisco Art Institute*", p. 5, lists Hartwell and other faculty members of the 20's and 30's and describes public art.
40. George H. Murray, "*Say Frank, You Remember*," Memoir, January 12, 1952 (page 7 includes a mention of "Billy Bush's butcher shop"). Typed copy given to William Kostura by a Russian Hill resident, John Walsh.
41. *The Guide to Architecture in San Francisco*, Peregrine Books, 1976. Lists buildings by Robert Marquis, an owner of the 1338 Filbert Cottages. *Architecture Records in the Bay Area*, Lowell, ed. 1988 lists Marquis Associates buildings.
42. *School of Basic Design and Color, Fall Term '46-Spring Term '47*. Brochure, for the school Marian Hartwell ran at 1338 Filbert Street, Exhibit D.
43. Cutler, Phoebe, "*The Garden at 1338 Filbert Street*," May, 2001 report by garden historian, Exhibit D.2.

RATINGS: none

PREPARED BY:

Winifred W. Siegel  
F. Joseph Butler, AIA (contributor)  
c/o The Little House Committee  
1048 Union Street  
San Francisco, CA 94133

State of California — The Resources Agency  
DEPARTMENT OF PARKS AND RECREATION  
**PRIMARY RECORD**

Primary # \_\_\_\_\_  
HRI # \_\_\_\_\_  
Trinomial \_\_\_\_\_  
NRHP Status Code \_\_\_\_\_

Other Listings \_\_\_\_\_  
Review Code \_\_\_\_\_ Reviewer \_\_\_\_\_ Date \_\_\_\_\_

Page 1 of 13

P1. Resource name(s) or number: 1338 Filbert Street Cottages  
\*P2. Location: \*a. County: San Francisco  
\*c. Address: 1338 Filbert Street  
\*e. Assessor's Parcel Number: Block 0254, Lots 31, 32, 33, 34

City: San Francisco

Zip: 94109

\*P3a. Description:

PLEASE SEE CONTINUATION SHEET, PAGE 3

\*P3b. Resource Attributes: HP3 – Multiple Family Property

\*P4. Resources Present: ☒ Buildings ☐ Structure ☐ Object ☐ Site ☐ District ☐ Element of District ☒ Landscaping

P5a. Photo



P5b. Photo date: March 2001

\*P6. Date Constructed: 1907.  
Sources: 1907 Permits; 1907  
Water Records

\*P7. Owner and Address:  
John P. Willis  
1338 Filbert Street  
San Francisco, CA 94109

\*P8. Recorded by:  
Winifred W. Siegel  
1342 Filbert Street  
San Francisco, CA 94109

\*P9. Date Recorded:  
June 2001

\*P10. Survey Type:  
Intensive

\*P11. Report Citation: none

The south-facing window of Cottage A. Cottages B and C appear in the background along the brick pathway going north. Photo taken March, 2001.

\*Attachments: ☐ Location Map ☐ Sketch Map ☒ Continuation Sheet ☒ Building, Structure, and Object Record  
☐ Archaeological Record ☐ District Record ☐ Linear Feature Record ☐ Milling Station Record ☐ Rock Art Record  
☐ Artifact Record ☐ Photograph Record ☒ Other: Photographs, Reference List

**BUILDING, STRUCTURE, AND OBJECT RECORD**

Page 2 of 13

\*Resource Name: 1338 Filbert Street Cottages

- B1. Historic name: Bush Cottages (1907-1946); School of Basic Design and Color (1940's)  
B2. Common name: 1338 Filbert Cottages  
B3. Original Use: Residential/Rental/Non-Owner Occupied  
Interim Use: 1943-c.1951: Institutional (studio addition); Residential/Rental (Cottages B, C, D, students and others); Owner Occupied (Cottage A, from 1946)  
1951-1972: Residential/Rental/Owner Occupied  
1972-1990: Residential/Rental/Non-Owner Occupied  
1990-2000: Residential/Rental Owner Occupied  
B4. Present use: Residential/home office, owner occupied (Building A); B, C, and D used by acquaintances of the owner.  
\*B5. Architectural Style: 1907 vernacular, post-earthquake frame  
\*B6. Construction History:  
1907: four cottages built in the current alignment  
1943: addition of art studio adjoining Cottage A on the south and extending to the east property line  
1951: addition of 22' height and interior reconfiguration to create second story living quarters (Cottage C, and probably D)  
Second story windows may have been added at this time.  
1953: addition of 523 square feet to rear of Cottage B  
1954: Window enlarged, Cottage A.  
Circa 1950's: patios and garden enhanced with brick, vines, hedges and shrubs  
\*B7. Moved? ☒ No ☐ Yes ☐ Unknown Date: \_\_\_\_\_ Original Location: \_\_\_\_\_  
\*B8. Related Features: landscaping, walkway, patio areas, fence  
B9a. Architect: unknown b. Builder: 1907: W. K. Bush, using Armstrong Construction Company  
1943 studio: Marian Hartwell, using Carl Anderson Construction  
1950's (circa) landscaping: Marian Hartwell, using labor of a tenant  
(per personal conversation with neighbor)  
\*B10. Significance: Theme(s): Association with Post-Earthquake Period (A)  
1907 Post-Earthquake Cottage Architecture (C)  
Marian Hartwell and San Francisco Art History (B)  
Aesthetic contribution to the block and neighborhood (Other)

Area: San Francisco

Period of Significance: 1907-1972 Property Type: Residential

Applicable Criteria: A, B and C

PLEASE SEE CONTINUATION SHEET PAGE 5

Sketch Map: Parcel Map, 1979

B11. Additional Resource Attributes:

HP 29: Landscape Architecture: brick walkway and patio  
HR 30: Trees, Vegetation  
HP 46: Fence

PLEASE SEE CONTINUATION SHEET, PAGE 7

\*B12. References:

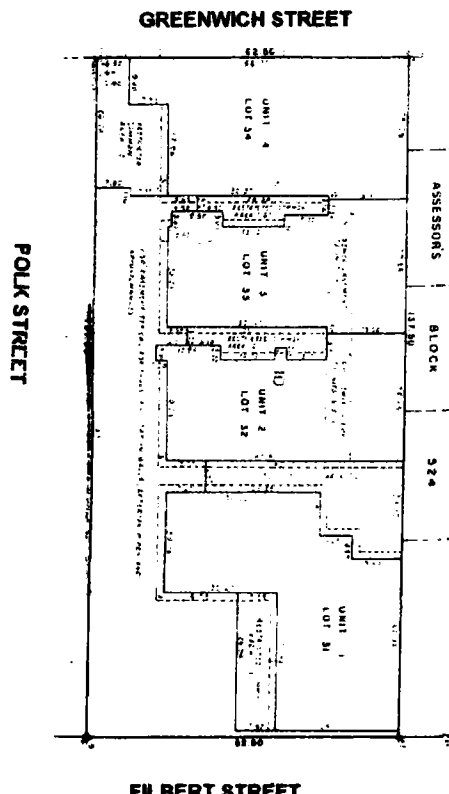
PLEASE SEE CONTINUATION SHEET, PAGE 8

B13. Remarks:

\*B14. Evaluator: Winifred W. Siegel

\*Date of Evaluation: March 2001

(This space reserved for official comments.)



State of California — The Resources Agency  
DEPARTMENT OF PARKS AND RECREATION  
**CONTINUATION SHEET**

Primary # \_\_\_\_\_  
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\*Resource Name: 1338 Filbert Street Cottages

\*Recorded by: Winifred W. Siegel

\*Date: June 2001

☒ Continuation

☐ Update

**P3a. DESCRIPTION (from Primary Record)**

338 Filbert is a complex of four two-story frame buildings ("cottages") originally built as rental units for four families. Cottage A is an attached one-story art studio, added in 1943. The buildings were modified in the 1940's and 1950's to be used as ten rental units. Additions to the rear, made in the 1950's are at the eastern property line of Cottages B and C, and the northern side of Cottage D. The cottages are built on a rectangular parcel with a frontage of 62.5 feet east/west between Polk and Larkin streets, and a depth of 137.5 feet north/south between Filbert and Greenwich; the parcel begins 100 feet west of Larkin.

The cottages are parallel to each other, with their roofs perpendicular to the (south to north) property line. The first view of the complex from the street is of the wooden grapestake fence, above which is a thick Australian Tea tree hedge. Above the hedge is dark red foliage, fifteen feet high, from plum trees planted next to the fence in a below-grade garden area. At the eastern end of the property's uphill frontage, one can see glimpses of the studio addition's roof and vent; otherwise, only foliage is visible until one reaches the wooden gate near the western property line. At the gate, one can view a brick walkway that extends the full length of the property, and to the right (east), Cottage A, built at a level five stairs down from the gate, as are all the buildings except the art studio addition. The fence, the walkways, and the buildings relate to each other in scale, proportion and period feeling, and together create the ambiance of the complex.

The most immediately visible feature of the first cottage is a south-facing horizontal window (picture, page 1) five feet high and six feet wide. It is composed of three panels, each of ten lights, set in wood frames. This window overlooks Cottage A's brick patio and shade garden. The window wall forms an L with the art studio addition. A view down the walkway shows the fronts of cottages B and C (cottage D cannot be seen from the gate), with front doors opening up to the walkway. Also visible are some of the brick areas adjoining parts of the walkway that serve as outdoor sitting areas for each cottage. The overall impression from the gate is of "mews" in a densely planted, but orderly-appearing area of shrubs, trees and hedges.

**Neighborhood Context**

- **The Block.** The 1300 block of Filbert Street has seven multiple-unit brick or stucco apartment buildings (three with Filbert Street addresses, four others on the Polk and Larkin corners). The majority of the block's buildings are Victorian-style structures of two or three flats. A 1911 shingled building of two flats is immediately west of the cottages. The 1906 fire destroyed the buildings on the north side of Filbert, including the two homes on what became the 1338 property. The buildings on the block date from 1910 to circa 1930 except for 1364 Filbert, from 1904, moved after the earthquake to the back of that lot, and 1350A, moved to an area behind a four-story Victorian, and not visible from the street. A one-floor cottage at the sidewalk of 1361 Filbert was built in 1916. Pictures taken from the Larkin Street apartment building on the south side of Filbert and from a Greenwich Street apartment to the north (picture, page 10) show the tops of the cottages as a row of buildings in a park-like setting; this configuration is unique on the block.
- **The Neighborhood.** The block of Larkin Street uphill from the complex on the east has been rated by the Junior League in their 1963-1968 Survey as an "architecturally strong neighborhood (both sides of the block)." The Greenwich Street buildings that adjoin and overlook the cottages on the north include a mix of two and three-story buildings similar to the three-and-four story buildings of flats on Filbert; a nine-story high rise on Larkin between Greenwich and Lombard (circa 1920's) can be seen from the property.

**Architectural Description**

The four cottages are vernacular frame buildings, built in a post-earthquake period when the high demand for housing was met by skilled craftsmen-builders rather than by known architects. It is characterized by rusticity, simplicity, minimal embellishment, informality, modest scale, and sensitivity to the site. The overall appearance references the craftsman style of the early 20<sup>th</sup> century.

The central door of each cottage, and doors added for one-room units, open directly onto the brick walkway so that each has access to a small patio area defined by its front door, the walkway, and plantings and small brick areas on the west side of the walkway. The windows vary from building to building, and include a mix of multiple-paned windows, some with the long dimension vertical and others with the long dimension horizontal. There are several vertical installations of what appear to be used doors (door hardware visible) and one with a door-sized glass pane. The window and door panes are installed in wooden frames painted dark green. Between buildings are six-foot wide paths, some with gates and doors leading to second-floor units.

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\*Resource Name: 1338 Filbert Street Cottages

\*Recorded by: Winifred W. Siegel

\*Date: June 2001

☒ Continuation

☐ Update

[P3a. DESCRIPTION, from Primary Record, continued]  
[Architectural Description, continued]

Cottage A has a brick stairway leading to a gate to its private front patio and garden area, the whole visible from the entry to the complex. The west-facing wall of the addition that overlooks this patio includes six floor-to-ceiling panels of two-by-nine glass with two-foot ironwork filigree across the bottom, giving the appearance of French doors. In the rear of Cottage A is a patio adjacent to a Larkin Street property's brick retaining wall (approximately 20 feet high) and clerestory windows on the studio addition's north side.

Cottage D uses the end of the brick walkway as its patio and entry area. It has a first floor doorway leading to a studio apartment and a stairway at the north end of the building leading to the second floor.

• **Alterations.** Alterations include:

the addition of a 600 square-foot art studio (1943, Cottage A).

the addition of 22" in height and interior reconfiguration to create second story and rear living quarters (1951, probably Building C). Second story windows may have been added in Building C at this time. Building D may also have been altered in 1951: 1979 permit requests describe it as a building of 1000 square feet (the file does not contain the permit).

the addition of a 323-square foot room and bath, window (1953, behind Building B).

enlargement of a window (1954, Building A).

installation of brick in patio and walkway areas and development of the landscape with hedges, shrubs, trees (c. 1950).

Changes were made in conformity with the original buildings' materials and aesthetics.

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Recorded by: Winifred W. Siegel

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Resource Name: 1338 Filbert Street Cottages

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**1. SIGNIFICANCE (from Building, Structure, and Object Record)**

**1.1 History**

**Pre-Earthquake, 1894-1905:** Peter Mathews, a gardener, milkman and laborer, lived at 1312 Filbert (which became 1338 Filbert) from 1885 to 1905. The Sanborn Map 1899-1900 Updated to 1905, shows the property divided into two lots, each with a house at Filbert Street. William K. Bush, a butcher, also lived at 1312 Filbert from 1897 to 1905. He was the son of John Bush, a boilermaker at the Pacific Iron Works in San Francisco, and Julia E. Bush. William Bush married Mary E. Mathews, Peter Mathews' daughter. The property passed from Peter Mathews to his daughter, and then to William K. Bush.

**Post Earthquake:** The Bush Cottages. After the fire that burned the north side of the 1300 block of Filbert Street in 1906, William K. Bush requested permits to build the Filbert Street cottages as rental housing. He did not live at the Filbert Street address again. The 1907 permits for the cottages include rough sketches of the intended placement of 20' x 30' frame buildings. 1979 permits state that they were "originally constructed in 1907 as a one-story, type 5-N, with basement for one family, with the basement used for storage." 1907 water records show "four families with four basins, baths and water closets," and the 1913-15 Sanborn map shows four buildings in the current alignment. Ownership was maintained in the Mathews-Bush families until 1946, when the property was sold to Marian Hartwell. The permit record has no requests for alterations or additions until 1943, when Marian Hartwell, then a renter, built an addition to cottage A to use as an art studio.

**Marian Hartwell's Ownership, 1946-1972.** In the 1940's, Marian Hartwell developed the School of Basic Design and Color, using Cottage A as a classroom and the other units to house her students and other renters, some of whom attended the California School of Fine Arts, where she had been a faculty member until 1940. In the 1950's, she added some square footage at the rear, reconfigured the cottages into 10 units and added brick to the walkways and outdoor patio areas and landscaping as it appears today. The cottages continued as rental units for working people and retirees.

**1972-Present.** In 1972, Marian Hartwell sold the property to Marquis Investors (Robert and Ellen Marquis). Robert Marquis was a San Francisco architect. In 1979, they subdivided it into four condominiums and, beginning in 1985, sold it to investors who continued to make the units available to renters. Between 1988 and 1992, the buildings were resold until, in 1992, all four were owned solely by the present owner, John P. Willis, who has lived in Building A since 1989.

**1.2 Significance of the Association with the Earthquake (Criterion A).**

The 1906 earthquake and fire destroyed the housing that had been on the property. The need for housing in San Francisco, and the architectural choices that became available were directly influenced by this defining event in San Francisco history.

**1.3 Significance of the Architecture (Criterion C)**

**As a reflection of the social conditions.** In the first wave of construction after the earthquake emergency, William K. Bush built the four cottages as rental property. Constructing multiple units of a material that could be used for quick construction and building densely on a site were alternatives made appropriate in a period of San Francisco history when many people had lost their homes and were looking for housing. The architecture provided a housing option for people of moderate means, and has continued that focus throughout its history.

**As representative of the builders of the period.** The architecture represents the post-earthquake use of anonymous skilled craftsman-builders rather than known architects.

**The siting.** The cottages are arranged from the front to the back of the property, with their long dimension perpendicular to the south property line. Conventional siting at that time would have set the buildings along the property line at the street. Two other examples of perpendicular-to-the-property line siting remain on Russian Hill: 1135-1139 Green (1909) and 2540-2550 Hyde (1900), but these are architect-designed buildings, larger in scale; the Green Street row is on a cliff and not visible from the street. 1338 is the sole remaining example of buildings in a mews-like configuration from the front to the back of the property. The unconventional siting also allowed placement of four units on a lot with a 62.5 foot frontage.

**The court plan.** Each cottage opens directly onto a front outdoor "court" area of brick, using the walkway in part. The court plan is an early development of what would become a hallmark of California architecture that connected the indoors with the outdoors, and related public and private spaces.



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\*Resource Name: 1338 Filbert Street Cottages

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**B10. SIGNIFICANCE (from Building, Structure, and Object Record, continued)**  
**(The Significance of the Architecture, continued)**

- The aesthetic contribution to the neighborhood. The cottages offer a unique visual presence in the neighborhood, one where the aesthetic pleasure offered by the architecture and the setting of the cottages in their landscape is enhanced by the historic connections and references to the art and architecture interests in the Russian Hill community.

**The significance of Marian Hartwell and San Francisco Art History, 1930-1940 (Criterion B)**

Marian Hartwell, instructor and then head of the Design Department of the California School of Fine Arts from 1926-1940, was associated with the cottages during 35 years of its 94-year history, first as a renter (1937-1943) and then as the owner (1946-1999). The story of her life and work provides long-term connections between the cottages, significant periods of San Francisco art history, and a distinguished art institution in San Francisco.

- **Hartwell's Early Years.** Hartwell was born September 23, 1891, received a BA in History from Stanford in 1914, and joined CSFA in 1926 to teach Basic Crafts, Historic Design, Beginning and Advanced Design, and Color Theory. These subjects were in the field of the California Decorative Style, popular in the early years of the century, and still a substantial part of the CSFA curriculum in the 1930's. Hartwell's description of the Design Department in the 1939-1940 CSFA Catalog describes department's focus as follows:

"The Design Department of the California School of Fine Arts is planned as an integral part of the study of fine arts. Particular field is color, form, and line as related to pure Design and the applied arts. Its objective is the enlargement of the understanding of the Fine Arts in their application to Interior Decoration and the Industrial Arts, and the preparation of instructors." One of her courses, Applied Design and Craft, was a course for "students who have reached some understanding of Color and Design, for the application of problems developed in the Design Classes in the various crafts mediums of Batik, Block Printing, Faience decoration, Creation of abstract Architectural decorative motifs in course plaster."

- **Hartwell and the WPA Art of the 1930's.** The 1930's, when Hartwell was on the CSFA faculty, was the period of great WPA art, represented in San Francisco by the murals created in Coit Tower, Rincon Annex and the Beach Chalet, most of them by Hartwell's colleagues and students at the CSFA. Many of the mural artists of these buildings also appear in the CSFA catalog of those years. Her picture and a short descriptive paragraph are included in the 1939-1940 CSFA catalog. Hartwell left the CSFA in 1941 in a major staff reduction. When the CSFA again hired faculty after the War, the "Fine Arts Group" was replaced with Figurative painters and Abstract Expressionists.
- **Hartwell's School of Basic Design and Color (1940's) at the 1338 Filbert Street Cottages.** After leaving the CSFA in 1941, Hartwell designed and supervised the building of the studio as an addition to Cottage A while still a renter, and created the School of Basic Design and Color there. By 1946, she had purchased the cottages and was teaching in the studio and housing art students in the other cottages. We have been unable to locate records of the length of time the school operated, but we have met a San Francisco artist, Add Bonn, now 90 years old, who came to the school specifically to study with Marian Hartwell, and is pictured with her on the school's 1946-1947 brochure. Ms. Bonn continues to exhibit her work, credits Hartwell with being a decisive influence on her architectural urban landscape paintings, and serves as a living connection with the history of the cottages.
- **A Summary of the Significance of Marian Hartwell and the Cottages in San Francisco's Art History.** Marian Hartwell provides a connection to an extended period of San Francisco art history through both her life and her work. Her significance lies in her professional work as a teacher, head of a department in a center of art education important to San Francisco and the Bay Area, one with a strong presence on Russian Hill. She was a colleague of the artists who created public work that is still available to San Francisco residents and visitors, and created a school where the kind of art she practiced and taught could be continued. Her changes in the cottages and development of the garden were done in a way that reflected the principles of the art that she taught.

**The Relationship between the Criteria Categories**

While individual criteria apply to this property, significance is most notable when the interrelationship of the three criteria on the property is considered. For example, the earthquake is both an historical event and an influence on the architecture. Marian Hartwell's importance relates to two periods of San Francisco art history, to the influence she had on students, and to the strong design

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\*Recorded by: Winifred W. Siegel

\*Resource Name: 1338 Filbert Street Cottages

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**B. 11. Additional Resource Attributes (from Building, Structure and Object Record)**

Strong design of the studio, brickwork, and landscape that provide a rare historic and aesthetic combination on Russian Hill. The combination makes the whole of more value than the contributing parts.

The following list includes specific elements requested under the landmark designation (see plan on page 9):

**Structures to be preserved:**

1907 Cottages: the exterior of the four original footprint cottages, including the 1951 22" addition to the height, and excluding the rear additions (probably made in 1953) to Cottages B, C, D.

The 1943 studio addition to cottage A with entry patio

**Landscaping to be preserved:**

The landscape is an integral part of the site's visual and historic presence, and connects with the professional design interests of Marian Hartwell, who installed it. The primary features that support the scale and proportion of the buildings and create the ambiance of the complex are:

- The grapestake gated fence and the stepped brick wall under it
- The brick pathways and stairways
- The brick patios
- Boxwood hedges throughout
- Two plum trees, southern property line
- Three leptospermum (Australian Tea) trees, trimmed as a hedge over the fence
- The Japanese maple tree, Cottage A courtyard
- Mature magnolia, east property line
- Flowering shrubs, west of the walkway

**\*B12. REFERENCES (from Building, Structure and Object Record)**

**Directories, Library Resources, Public Documents**

*San Francisco Directory*, selected years from 1874-1953

California School of Fine Arts Catalog and Faculty Directories, 1929-1930, 1931-1932, 1936-1937, 1937-1938, 1939

San Francisco Block Books (various). 1894, 1906

*Western Addition Map Book* (pages 245-344), Map #411, page 250, Revised 1991

Red Cross Burn Map, 1906

Sanborn Maps, 1899-1900, 1899 Updated to 1905, 1913-1915, 1913-1928 updated to 1950

Tap Records

McEnerney Judgment, March 24, 1911

Sales Ledgers, 1939-1947 (Recorder's Offices)

Parcel Map, 1979, Book 11, Official Records

Grant Deeds (Ledgers, 1980-1990)

Permits (Planning Department Offices)

**Books**

Bakalinsky, Adah. *Stairway Walks in San Francisco*. Berkeley, Wilderness Walks, 1998, p. 25 (mention of 1338 Filbert).

Corbett, Michael. *Splendid Survivors, San Francisco's Downtown Architectural Heritage*. California Living Books, Foundation for San Francisco's Architectural Heritage, 1979 pp. 9-13

Hughes, Edom Milton. *Artists in California 1786-1940*, Hughes Publications, San Francisco, 1986. (pp. 202, 297, 298)

Jewett, Masha Zakheim. *Cot Tower, San Francisco*. Volcano Press, San Francisco, 1983.

Kostura, William. *Russian Hill: The Summit, 1853-1906*. Aerie Publications, San Francisco, 1997.

Olmstead, Roger and T.H. Watkins. *Here Today*. Sponsored by Junior League of San Francisco. Chronicle Books, 1968 (Introduction and Chapter on Russian Hill)

Sexton, Richard. *The Cottage Book*. Chronicle Books, San Francisco, 1989. Page 45 has two pictures and text for 1338 Filbert.

**Oral Histories**

Cravath, Ruth and Dorothy Wagner Puccinelli Cravath. *Two San Francisco Artists and Their Contemporaries 1920-1975*.

An oral history conducted by Ruth Teiser and Catherine Harroun, 1977. UC Bancroft Library, Regional Oral History Office. Ruth Cravath Wakefield was a well-known sculptor who grew up on Russian Hill. She was a good friend of Hartwell's, founded the Society of Women Artists and had a studio at Filbert and Hyde.

State of California — The Resources Agency  
DEPARTMENT OF PARKS AND RECREATION  
**CONTINUATION SHEET**

Primary # \_\_\_\_\_

HRI# \_\_\_\_\_

Trinomial \_\_\_\_\_

Page 8 of 13

\*Resource Name: 1338 Filbert Street Cottages

\*Recorded by: Winifred W. Siegel

\*Date: June 2001

☒ Continuation

☐ Update

Cravath, Ruth. *Oral History Conversation with Ruth Cravath*. Smithsonian Institution, Archives of American Art [online]. Conducted by Mary McChesney, 9/23/65.

Oldfield, Helen. *Otis Oldfield and the San Francisco Art Community, 1920's - 1960's*. 1931. Conducted by Michael DuCasse and Ruth Cravath, 1981. UC Bancroft Library. Helen Oldfield was the wife of Otis Oldfield, prominent artist and faculty member of the CSFA.

**Communications (included as sources of historical information)**

Blatchly, Jayne Oldfield (5/30/00, J. Butler). Knew Hartwell as a friend of her father's (Otis Oldfield, faculty of the CSFA).  
Bonn, Add. (7/14/00; 12/00; 3/16/01, W. Siegel). Artist, Member of SF Women Artists, exhibited through the SF Art Association at MOMA, deYoung, Legion. Attended Hartwell's School of Basic Design and Color in the 1940s.  
Ms. Bonn knows of another student who came to study with Hartwell, Carmen Stevens, a wood carver, who came some years ago.

Doss, Margaret Patterson (4/17/00, W. Siegel). Author of *San Francisco at your Feet* and neighbor at 1331 Green Street.  
Gunderson, Jeff (several, 3/00-3/01, W. Siegel). San Francisco Art Institute Librarian

Hesthal, Edna Dresher Van Nuys (6/3/00, 12/13/00, W. Siegel). Artist. Lived at 1338 as a CSFA student. 6/3/00

Jewett-Zakheim, Masha, author of *Coit Tower*. (6/28/00, W. Siegel).

Piazzoni-Wood, Mireille (5/30/00, J. Butler). Her father was on the CSFA faculty at the same time as Hartwell. 5/31/00

**Other**

Cutler, Phoebe, *The Garden at 1338 Filbert Street*, May, 2001 Report by garden historian.

Junior League of San Francisco, Inc. Individual research files on six properties on the 1100-1350 blocks of Filbert Street.  
Landmarks Preservation Advisory Board, Final Case Report, December 17, 1975, "*San Francisco Art Institute*", p. 5.  
Hartwell and other faculty members of the 20's and 30's and describes public art.

George H. Murray, "*Say Frank, You Remember*," Memoir, January 12, 1952 (page 7 includes a mention of "Billy Butler's butcher shop"). Typed copy given to William Kostura by a Russian Hill resident, John Walsh.

*The Guide to Architecture in San Francisco*, Peregrine Books, 1976. Lists buildings by Robert Marquis, an owner of 1338 Filbert Cottages.

*School of Basic Design and Color, Fall Term '46-Spring Term '47*. Brochure, for the school Marian Hartwell ran at 1338 Filbert Street

Page 9 of 13

\*Recorded by: Winifred W. Siegel

\*Resource Name: 1338 Filbert Street Cottages

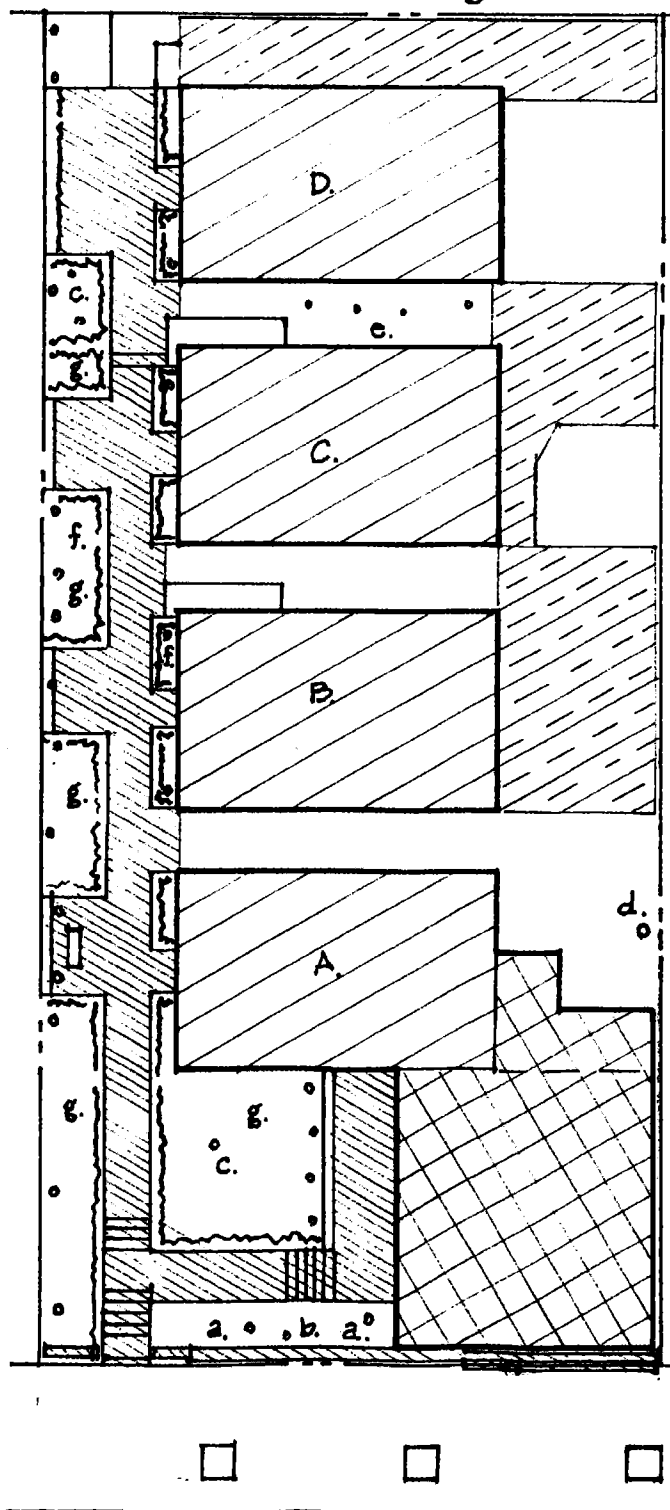
\*Date: June 2001

Continuation

Update

Plan of the 1338 Filbert Street cottages and features

## 1338 Filbert Street Cottages



### Key

Features to be Preserved:

#### I. Buildings



Four 1907 Cottages A-D  
Bush-Matthews  
(Raised 22" in 1951)



1943 Studio Addition  
Hartwell

#### II. Features of landscape and hardscape which contribute to the site's visual and historical significance



Boxwood hedges, shrubs  
and trees



Brick path/stair



Grape stakes fence, brick  
wall, Australian Tea hedge

#### III. Major Contributory Plants

- a. 2 Plum trees
- b. 3 *Leptospermum laevigatum* Australian Tea,  
trimmed as hedge
- c. Japanese Maples
- d. Magnolia
- e. *Pittosporum*
- f. Boxwood hedges  
throughout
- g. Flowering shrubs

FILBERT STREET

NOT TO SCALE



### APPENDIX 3

#### 3.A. Introduction

#### 3.B. Table of Permits

#### 3.C. Copies of Permits

#### 3.A. Introduction

The first permits for buildings configured as on the current site at 1338 Filbert were dated 1907 and signed by William K. Bush, owner. The three available 1907 permit requests signed by Bush include rough sketches of the intended placement of each of the buildings for which a permit was being requested (Appendix 3.B. 1, 2, 3). The buildings are described as one-story frame buildings, 20' x 30'. One permit has presumably been lost since 1979 permit requests for all four buildings (A, B, C, D) state that each was "originally constructed in 1907 as a one-story, type 5-N, with basement for one family, with the basement used for storage." 1907 water records show "four families with four basins, baths and water closets," and the 1913-15 Sanborn edition shows four buildings in the current alignment (Appendix 2.B.3.).

#### 3.B. TABLE OF PERMITS for 1338 Filbert Street

PERMIT APPROVAL DATE	APPLICATION NUMBER	INFORMATION (Note: the letters for the buildings may have been applied later and are not always consistent)
9/23/07	12255 (copy, 3.B.1)	Building B. Application for a one-story building. The drawing shows the proposed building, to be 20 x 30', in the middle of the lot. Estimated cost: \$600. Wm. Bush (2224 Greenwich), owner. Architect: "owner." Armstrong Construction.
9/23/07	12256 (copy, 3.B.2.)	Labeled Building C. Same as above. Drawing shows the proposed building near the rear of the property.
9/23/07	12257 (copy, 3.B.3)	Labeled Building D. Same as above. Drawing shows three detached buildings. "D", unshaded, is toward the street.
6/23/43	72240 (copy, 3.B.4)	Marian Hartwell, "Leasee", Permit to Make Additions. Add studio, provide two means of egress. From "residence" to "residence and studio". \$450. "Addition to house: studio workroom, studio for teaching (present accommodations are inadequate). Room to be used for professional work in designing-collaborating with students. Part of work is related to occupational work in veterans hospitals. Light construction, second hand material used." Contractor: Carl Andersen, 49 Etna

Bolded numbers in parentheses refer to the Reference List, beginning on page 11.  
[Landmark Designation Report July 12, 2001]

PERMIT APPROVAL DATE	APPLICATION NUMBER	INFORMATION (Note: the letters for the buildings may have been applied later and are not always consistent)
5/19/47	97462	All four buildings. Request for permit for alterations. Miss Marian Hartwell "Foundation, ratproofing, shoring of buildings, misc. \$3500. Use of building: rental housing. Five tenants." Clyde Construction 1944 Union [Owner's authorized agent: not legible]
[10/2/50 canceled 10/9/50]	131640	Permit request canceled [One family to two families Marian Hartwell, Owner, 1338 Filbert Raise building 2 feet to provide 8' ceiling in basement and install studio room and bath on open plans. Ground floor 800 square feet, height 20'. Clyde Construction, 1944 Union]
4/2/51	135782 (copy, 3.B.5.)	[not indicated; appears to be building C] Marian Hartwell. One to two families. To create an additional story. "Raising building 22 inches to obtain ceiling height [assuming 8', as on canceled permit request above]; installation of living quarters." Contractor: Gustave Bystrom, Mill Valley
2/25/53	0153214 (copy, 3.B.6.)	Building B Marian Hartwell, owner. General contractor: owner \$1500. Bedroom to studio-bedroom (one person) "Wreck part of present building- retain plumbing lines. Room with bath and two closets. Slanting roof. One window on west side- remainder of west side an addition to cottage B." One story, no additional story. "addition of 323 sq.ft. floor area to existing building which is 600 sq.ft."
5/7/54	165047 (copy, 3.B.6.a.)	[not indicated; appears to be building A] Marian Hartwell. Is two stories. Enlarge one window on South side of house.
2/7/55	172264	Building C Marian Hartwell Fireplace. "fireplace with screen of same material that projects from wall." Contractor: Edwin Nelson
8/5/71	0399202 (copy, 3.B.7.)	Building A Marian Hartwell (1338 Filbert #2) "Legalize building per inspection report by Div. Of Apt. & Hotel Inspection." for two apartments and one housekeeping unit. \$4500 2 stories (basement included), 2 families to 3 or 4. "For three units" Supervision of Construction: self. Permit request Includes: electrical report, plumbing, and affidavit from Robert Gallagher that since 1955 there have been "10 apts with kitchens and continuous occupancy at this address."

PERMIT APPROVAL DATE	APPLICATION NUMBER	INFORMATION (Note: the letters for the buildings may have been applied later and are not always consistent)
8/5/71	0399203 (copy, 3.B.8.)	Building B, Marian Hartwell (1338 Filbert #2) "Comply to Div. Of Apt. and Hotel Insp. Report - Legalize Building." \$4500. Permit for three units, legalizing 2 apartments and one housekeeping unit (no additional story in two-story building, including basement) Supervision of Construction: self; Architect or engineer: "sublet". Includes electrical and plumbing reports, statement from Elaine Hodges, tenant since 1956 ("frequent guest of Miss Cornelia Long (Lung?), tenant." Testifies to 10 apartments, "each with its own kitchen," continuous occupancy; statement from Gallagher as above.
2/9/72	405891 (copy, 3.B.8.a.)	Building C To legalize existing buildings as two units, two stories, two families. Marian Hartwell, owner. [No cost indicated.]
2.8.72	405895 (copy, 3.B.9)	To legalize existing building - as two units. Total of 10 units on property. Marian Hartwell
8/2/79	7907803 (copy, 3.B.10.)	Building B, Application to install handrail on the outside. Owner of Record: Marquis Investors, 2040 Green. From attached Description of Property: "Premises contain four separate buildings... 1338B is a 2-story, type 5-N without basement... 2 dwelling units, and one guest room with cooking, one occupancy on 2 floors. The first floor is used for one dwelling unit.. Building originally constructed in 1907 as a 1-story, type 5-N with basement for 1 family, with basement used for storage. There is a record of a permit to alter this building to its present use... 1972. Building covers approximately 1000 sq. ft. of a lot 62.5 x 137.5, zoned R-4. Former zoning was 2nd residential. Bldg. Semi-detached. Land assessed at \$20,425; improvements at \$21,350. No off street parking. Attached Waiver of Time Restrictions is signed by Axel Clawson, 1338 D Filbert. Includes electrical and plumbing reports. Violation: "handrails for exterior stairs are missing."
8/8/79	7907862 (copy, 3.B.10.a.)	Building D Marquis, Owner [Axel Clawson, Applicant/Owner signature] Installation of vent on water heater. Description: two-story type 5-N without basement. Two dwelling units. Built 1907 as a one-story type 5-N with basement for one family. Basement storage. Altered in 1972 to present use. 1000 sq. feet. Former zone 2nd residential semi-detached. No off street parking. Needs vent for gas water heater.

Bolded numbers in parentheses refer to the Reference List, beginning on page 11.  
[Landmark Designation Report July 12, 2001]

**LANDMARK DESIGNATION REPORT**

**DATE: JULY 12, 2001**  
**CASE NO.: 2001.0232L**

**PAGE 20**

**LANDMARKS BOARD VOTE: NO ACTION**  
**APPROVED: N/A**  
**PLANNING COMMISSION VOTE:**  
**APPROVED:**  
**PROPOSED LANDMARK NO.: 232**

<b>PERMIT APPROVAL DATE</b>	<b>APPLICATION NUMBER</b>	<b>INFORMATION</b> (Note: the letters for the buildings may have been applied later and are not always consistent)
8/24/79	7908205 (copy, 3.B.11.)	Building A Owner: Marquis Investors, 2460 Green. Axel Clawson, applicant. Description of Property [same as 7907803 above]. Bring electrical and plumbing to code. Violations: "Walls in the shower of #1 is [sic] in disrepair. The bathroom in #2 is lacking the required window area and has no substitute approved for exhaust system..."
8/20/79	7908206 (copy, 3.B.11.a)	Building C Bring electric and plumbing to code. Axel Clawson, 199 Carl Owner: J. Marquis Investors, 2460 Green. Premises contain 4 separate buildings. C is a two-story, type 5-N with basement. Two dwelling units, one occupant on two floors, First floor is used for one dwelling unit. Built in 1907 [etc. as on 7907803, above]. Needs to take care of electrical and water violation.
8/2/79	7907862	Building D. Install vent on water heater in Unit #10
10/4/89	08918898	James Kunz, agent for John Parker Willis, 3141 (?) Balboa. Installation of new kitchen cabinets and appliances. Lighting tracks, paint, unit #1. 10 dwelling units. JMK Construction.
10/5/89	8918898	Job Card, Building C? Kitchen
9/24/91	9117750	Reroofing. Job Card, roof. Good News Roofing.

Bolded numbers in parentheses refer to the Reference List, beginning on page 11.  
 [Landmark Designation Report July 12, 2001]



#### APPENDIX 4: Ownership History and Documents

##### 4.A. History of the Buildings and Owners

##### 4.B. Tables of Owner Documents (1887-1985 and 1985-1982)

##### 4.C. Copies

#### 4. A. History of the Buildings and their Owners

- **Pre-Earthquake: The History of the Early Owners (1894-1905): Peter Mathews and William K. Bush**

In the 1894 *Handy Block Book of San Francisco* (10), the name **Peter Mathews** is penned in as owner of the property in Western Addition Block 26, Lot 10 (subsequently 1312 Filbert, and currently 1338 Filbert, Block 524, Lots 31-34).

**Peter Mathews**, listed in selected years from 1877 to 1887 in issues of the *San Francisco City Directory* (2) as gardener, milkman and laborer, lived on the southwest corner of Union and Franklin from 1877-1885 and at **1312 Filbert** from 1885 to 1905 (Appendix 4.B.1). **Peter Mathews** died on December 18, 1906 at the age of 81 (9).

The first available Sanborn map to show the property, designated then as two lots, 1310 and 1312 Filbert, is the 1899-1900 edition (11.b). The earlier 1886-1892 edition does not include the north side of the 1300 block of Filbert Street. Both the 1899, and the 1899-1900 updated to 1905 editions (Appendix 2. B. 1 and 2) show the property divided into two lots, each with a house at Filbert Street, plus a small outbuilding at the northeast corner of the eastern lot.

**William K. Bush** also lived at **1312 Filbert** from 1897 to 1905. **Bush** was married to **Mary E. Mathews**, **Peter Mathews'** daughter.

**William K. Bush** was the son of **John Bush**, a boilermaker at the Pacific Iron Works in San Francisco (*SF Directory*, 1874) and **Julia E. Bush**. They lived at 1234 Vallejo in 1894. **William Bush** is listed there in 1880; by 1889, **William Bush**, **Elizabeth Bush**, **Joseph Bush** and **Theodore Bush** lived at 1716 Hyde with **John Bush** (2).

In 1897, **William Bush** was listed for the first time at **1312 Filbert Street**. The *Directories* from 1880 through 1909 that listed occupations note that he was a butcher, and he is also listed with **Joseph Bush** at the **Bush Brother's Butcher Shop**, 2203 Polk Street, in the 1890 and in certain subsequent *Directories*. A memoir written in the 1950's by **George H. Murray** (40) about the neighborhood in the late 1890's mentions "Billy Bush's butcher shop around Vallejo and Polk." (By 1920, **William K. Bush** was listed as "Mech;" the 1924 and 1928 *Directories* list him in "Real Estate," and living at

1238 Third Avenue, and his last listing is at his residence at 1238 Third Avenue, in 1930).

• **Summary of Mathews-Bush Ownership Records, 1887-1946**

Breviate #10551 shows that in 1887, Peter Mathews gave the property to his daughter, "Mary E. Mathews, of the same place," as a gift (recorded September 8, 1910). On May 25, 1910, **Mary E. Bush** ("formerly Mary E. Mathews, under which name she acquired the within described property") gave the property to William K. Bush (recorded September 8, 1910, Appendix 4.B.2.). Sales Ledgers 1914-1938 show an August 15, 1911 gift from W. K. Bush to M.E. Bush recorded on March 23, 1931, Appendix 4.B.3. Mary E. Bush died on April 23, 1940 in Humboldt County. Her sons, Bernard J. Bush, W. J. Bush, and C. M. Bush continued to own the property (Appendix 4.B.4 and 5) and to rent it to five tenants until August 10, 1946, when Bernard J. Bush sold it to Marian Hartwell.

**4.B. TABLE OF DOCUMENTS OF OWNERS (1887-1985)**

1338 Filbert: Block 524/10, Western Addition Old Block 26, New Block 524

YEAR	OWNER	SOURCE/NOTES
1885	Peter Mathews	The following volumes of the <i>San Francisco City Directory</i> (1) show Peter Mathews living at 1312 or 1312A: 1885-1886, 1886, 1887, 1899, 1900, 1905(1312A); he was not listed in 1874 or 1907. (Note: not every SFCD volume was reviewed.)
July 9, 1887 Breviate #10551 Copy, 4.B.1	From Peter Mathews to Mary E. Mathews "of the same place"	Date of Record September 8, 1910 (gift), <i>Sales in Western Addition</i> , Book 2, Part 1, Vol.1** Two lots, 1 and 2. Deed, Book 438, page 257.
May 25, 1910 Breviate #10551 Copy, 4.B.2	From Mary E. Bush ("formerly Mary E. Mathews") to William K. Bush "of the same place..."	Date of Record September 8, 1910 (consideration \$10). Book 438, page 438. <i>Sales in Western Addition</i> , Book 2, Part 1, Vol.1
March 14, 1911 Breviate #10712	William K. Bush	McEnerney Judgment. Date of Record March 24, 1911 #23296.
August 15, 1911 Breviate #16724 Copy 4.B.3	From W. K. Bush to M. E. Bush [William K. Bush and Mary E. Bush, "his wife"]	Recorded March 23, 1931 (gift). Sales ledgers 1914-1938.
September 21, 1936 Breviate #19461 Copy, 4.B.4	From M. E. Bush to B. J. Bush [Bernard J. Bush]	Recorded May 8, 1940 (grant). Sales Ledgers 1939-1947. Note: Mary E. Bush died on April 23, 1940. In Garberville, CA. She lived with Bernard Bush according to her obituary in the <i>Chronicle</i> , April 27, 1940. Her sons are listed there as W. J., Clarence M. and Bernard J.

YEAR	OWNER	SOURCE/NOTES
September 2, 1941 Breviate #19831 Copy, 4.B.5	From W. J. Bush & Wife [?] to B. J. Bush [William J. Bush and Clarence M. Bush to Bernard J. Bush]	Recorded October 30, 1941 (grant). Sales Ledger 1939-1947. Note: W. J. and C.M. are identified as William J. and Clarence M., husband and wife (?), 3805, p. 219.
August 10, 1946	To Marian Hartwell.	Recorded August 10, 1946 (grant). Sales Ledger 1939-1947. Water department records 7/18/47: 4 2-story studios = 4 families.
January 15, 1972 (date of record)	From Marian Hartwell to Marquis Investors	Book 606, page 298, Sales Ledgers 1967-1979
August 27, 1979		Parcel Map of 1338 Filbert Street, a Condominium, being a Resubdivision of Lot 10 into Lots 31-34, Portion of Assessor's Block No. 524," filed August 27, 1979 in Parcel Map Book 11 at Pages 80 and 81, Official Records.
March 15, 1985 Copy, 4.B.6	Marquis Investors grants to Harold Burk and Pola B. Burk ½ interest, and Victor Szteinbaum and Betty Szteinbaum, ½ interest on Lot 010, Block 524..	Partnership Grant Deed. Book D801 page 1413, Sales Ledgers 1980-1990
September 23, 1988 Copy, 4.B.7	Pola Burk, widow (1/4) and Pola Burk, Executrix of the Estate of Harold Burk (1/4) and Victor Szteinbaum and Betty Szteinbaum (1/2) to John Paul Willis and Denise Silver, husband and wife	Condominium Grant Deed, Document E249134, Book E686, page 459

OWNERSHIP 1985-1992

LOT	DATE	SALES BOOK, PAGE	SOLD (OR QUITCLAIM) TO:
31	6/9/87	Sales Book E359, page 946	Szteinbaum, Samuel
	4/13/88	E571, page 185	Szteinbaum, Victor and Betty ½ Burk, Pola ¼, Burk, Harold, Estate ¼.
	9/23/88	E686, page 459	Willis, John P. and Silver, Denise, as husband and wife
	10/27/92	F742, page 179	Willis, John P. (Quitclaim from Silver)
32	3/15/85	D 801, page 1413	Burk, Harold and Pola ½ Szteinbaum, Victor and Betty ½
	9/23/88	E686, page 474	Dick, Robert S. and Kathryn E.
	6/12/91	F395, page 371	Willis, John P. and Silver, Denise, as husband and wife
	6/12/91	F 395, page 371	Willis, John P. (Quitclaim from Silver)
33	3/15/85	D801, page 1413	Burk, Harold and Pola ½ Szteinbaum, Victor and Betty ½
	9/23/88	E686, page 489	Willis, John P. and Silver, Denise, as husband and wife
	10/27/92	F742, page 179	Willis, John P. (Quitclaim from Silver)
34	3/15/85	D801, page 1413	Burk, Harold and Pola ½ Szteinbaum, Victor and Betty ½
	9/23/88	E686, page 474	Dick, Robert S. and Kathryn E.
	6/12/91	F395, page 373	Willis, John and Silver, Denise
	6/12/91	F395, page 373	Willis, John P. (Quitclaim from Silver)

## APPENDIX 5 .

### Introduction: Marian Hartwell's History

- 5. A. 1939-1940 CSFA Catalog (cover and selected pages) with biography paragraph
- 5.B. Catalog, 1929-1930
- 5.C. 1931-1932, 1936-1939 (pages from 5 CSFA catalogs)

### Introduction: Marian Hartwell's History

- **Hartwell's Early Years**

Marian Hartwell was born September 23, 1891, received a BA in History from Stanford in 1914, and joined the CSFA in 1926 to teach Basic Crafts, Historic Design, Beginning and Advanced Design, and Color Theory (Gunderson, 33). Hughes (15) lists her as a "Craftsman, Painter, active in San Francisco in the 20's and 30's as an instructor in the CSFA." In 1927 and 1928, she traveled independently to European art centers and in 1929 presented an account of her trip to the San Francisco Society of Women Artists (22) of which she was a member.

- **Hartwell and the California Decorative Style (see text, p. 6 for discussion)**

Hartwell's picture and a short descriptive paragraph are included in the 1939-1940 CSFA catalog (5.A.). Course descriptions include the following:

"APPLIED DESIGN AND CRAFTS: a course for students who have reached some understanding of Color and Design, for the application of problems developed in the Design Classes in the various crafts mediums of Batik, Block Printing, Faience decoration, Creation of abstract Architectural decorative motifs in course plaster.—Miss Hartwell" (6, 1929-1930, p.24, Appendix 5.B).

DESIGN AND COLOR COMPOSITION: Course 1. Basic form and space composition related to industrial forms and decoration (ceramics, textiles, bookbinding, and furniture). Dark-light and color. Illustrated lectures showing the principles as they are used in the fine and commercial arts."(7, 1936-1937) (Appendix 5.C.p.4.)

By 1941, Hartwell had left the CSFA, as had at least 12 of the 19 faculty members pictured. Because the CSFA was losing students, it reduced the staff. The copy of the 1939-1940 Directory/Catalog that was given to us by Jayne Blatchly, Otis Oldfield's daughter (5), has his hand-written notation on the cover, "End of the 'Fine Arts Fraternity'" and, next to the picture of each of those faculty members, a notation about where they had gone. Next to Hartwell's picture, he has written "her school." (5.A.) By the time the CSFA again increased its student population in 1946, the school had

become "the West Coast birthplace of Abstract Expressionism" (38) p.5, and the new faculty included not the "Fine Arts Group," but the Abstract Expressionists.

- **Hartwell's School of Basic Design and Color (1940's) at the 1338 Filbert Street Cottages**

After leaving the CSFA, Hartwell designed and built a studio as an addition to the cottage she rented at 1338 Filbert. By 1946, she had purchased the cottages and had created the School of Basic Design and Color there, teaching in the studio and housing art students in the other cottages (Brochure, Exhibit D). Both Margot Patterson Doss (32) and Edna Dresher VanNuys Hesthal (34), a CSFA student who lived at 1338 Filbert in the late 1930's, confirmed that the cottages were used for housing for students of Hartwell's and the CSFA.

- **Legalization (1971-1972)**

Hartwell made four permit requests to legalize the buildings "per inspection report by the Division of Apartment and Hotel Inspection," probably in preparations for the sale of the property and move to Santa Barbara. Attachments to these permit requests include affidavits that since 1955, "there have been ten apartments with kitchens and continuous occupancy at this address. (An earlier permit, from 1947, had noted five apartments at the 1338 Filbert address.)

- **The History after Marian Hartwell, 1972-Present**

**1972- 1985, Robert Marquis.** Robert Marquis was a San Francisco architect known for building San Francisco town houses, St. Francis Square, and the JFK Memorial Library in Vallejo (1970). He and his wife Ellen bought the Filbert Street property from Marian Hartwell in 1972, subdivided it into four condominiums (1979), and sold it to investors beginning in 1985, who continued to make the units available to renters.

**1985-Present.** Between 1988 and 1992, the buildings were resold until, in 1992, all four were owned solely by the present owner. (Appendix 4.A. has a list of these transactions). Three buildings (8 units) were used as rental units until mid-1998; thereafter, as tenants left, they were not replaced. Since 1989, the owner has lived and had his office in Cottage A. In December, 1999, the remaining tenants were given notice to vacate. The last tenant moved out in September 2000. Currently some units are used on a month-to-month basis by family members, friends or acquaintances of the owner.

# 1338 Filbert Street Cottages

Exhibit C-4

## Key

Features to be Preserved:

### I. Buildings



Four 1907 Cottages A-D  
Bush-Matthews  
(Raised 22" in 1951)



1943 Studio Addition  
Hartwell

### II. Features of landscape and hardscape which contribute to the site's visual and historical significance



Boxwood hedges, shrubs and trees



Brick path/stair



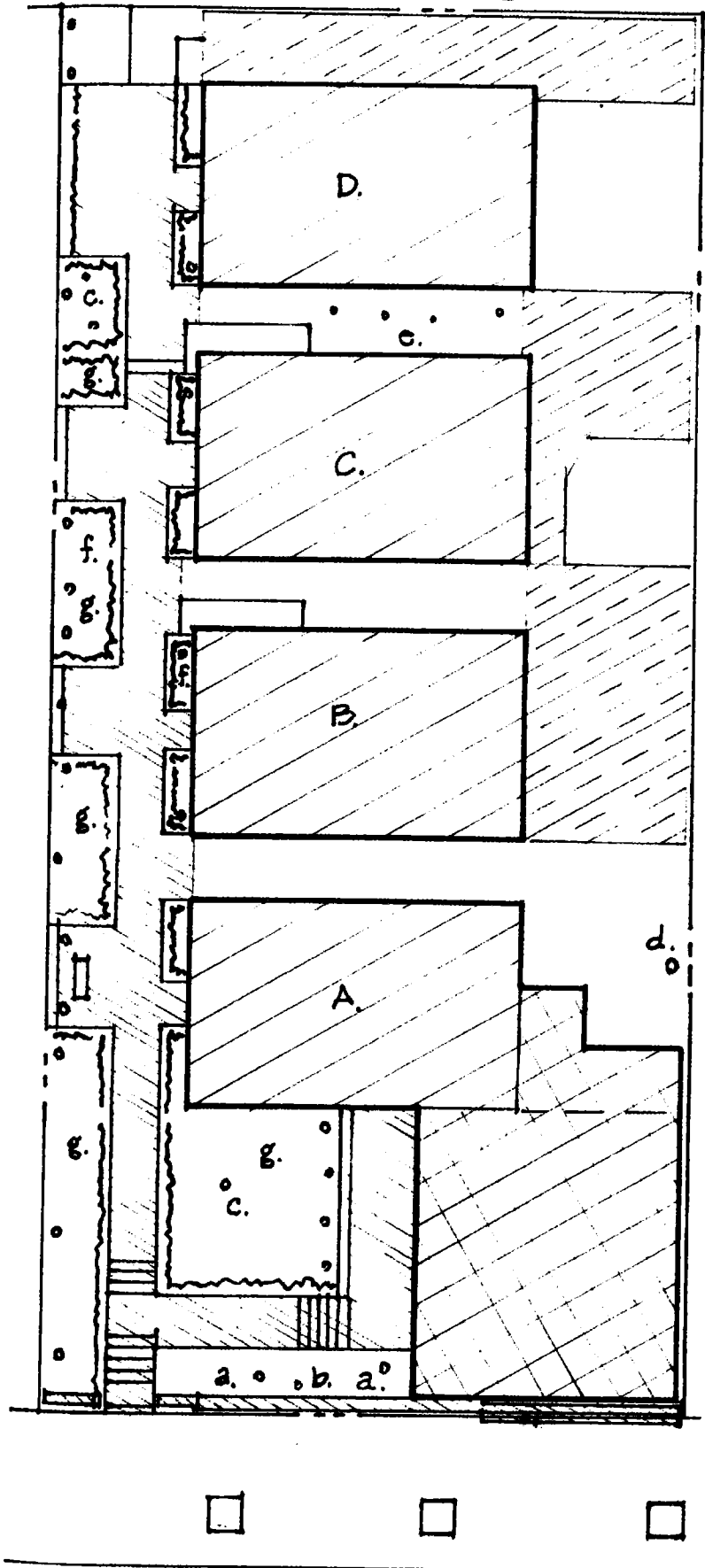
Grape stakes fence, brick wall, Australian Tea hedge

### III. Major Contributory Plants

- a. 2 Plum trees
- b. 3 *Leptospermum laevigatum* Australian Tea, trimmed as hedge
- c. Japanese Maples
- d. Magnolia
- e. *Pittosporum*
- f. Boxwood hedges throughout
- g. Flowering shrubs

FILBERT STREET

NOT TO SCALE







*Historic Fabric Assessment*

**1338 FILBERT STREET COTTAGES**  
San Francisco, California

August 21, 2006

*Prepared by*  
Carey & Co., Inc.  
Old Engine Co. No. 2  
460 Bush Street  
San Francisco

*Historic Fabric Assessment*

**1338 FILBERT STREET COTTAGES**  
San Francisco, California

August 21, 2006



*Prepared for*  
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CAREY & CO. INC.  
ARCHITECTURE

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## INTRODUCTION

Carey & Co. Inc. was commissioned to undertake a physical fabric assessment of five structures located at 1338 Filbert Street. The property has been identified as a San Francisco historic resource. This assessment addresses the four Bush Cottages built in 1907 and the 1943 studio built for the School of Basic Design and Color, as well as site components and landscaping.

Carey & Co. Inc. has prepared the following Physical Fabric Assessment to aid in advising the property owner regarding the appropriate treatment for the historic resources while further developing the property.

Background information, including the Landmark Designation Report, permit history, and as-built drawings, was provided by representatives of the property owner and reviewed prior to commencing the assessment. Field surveys were conducted in February and March 2006, during which both exterior and interior conditions were evaluated for each structure and supplemented by digital photo-documentation. An additional field visit was conducted in August 2006. Stabilization of the structures would aid in arresting continuing deterioration.

*Figure 1 (left): Site facing south toward Filbert Street.*

*Figure 2 (right): Site facing north, cottages at right side of path.*

This report identifies the character defining features of the property relative to its historical context, rating the importance of each feature to the historical integrity of the site, and assesses the existing physical condition of each identified feature. A feature may be determined to be in overall poor physical condition, while retaining characteristics that lend to the separate determination of historical significance and integrity. No independent archival research was undertaken by Carey & Co. Inc. Recommendations for treatment or use are not included in this report.





## EVALUATION METHODOLOGY

The property was evaluated using a three-tiered historic value rating system coupled with a three-tiered condition rating system. Assessing historic value entails professional judgement with consideration to historic context and meaning, and is primarily informed by historic documentation and on-site observation of physical evidence. No independent historical research was conducted by Carey & Co. Inc. for this report. Historic value ratings are based on the context and period of significance provided in the Landmark Designation Report for 1338 Filbert Street dated June 14, 2001. The historic value ratings are as follows:

**Significant:** The space or component is directly linked to the qualities that make the structure/property historically important. Overall, they make a primary contribution to the property's historic character and interpretation.

**Contributing:** The space or component may not be particularly important as an individual element, but as a group these elements contain sufficient historic character to impact the overall significance and interpretation of the property.

**Non-contributing:** The space or component is not historic, or is historic but has been substantially altered or modified, so as to largely diminish its historic integrity. The character and interpretation of the property are not affected by these elements.

The term *condition*, as used by Carey & Co. Inc., refers only to the physical state of the building materials and features as surveyed and analyzed by a qualified professional. The assessment of an element's condition is based on technical observation of the status of the physical material in reference to issues such as deterioration, structural stability or failure thereof, corrosion, water damage, etcetera. The condition ratings are as follows:

**Good:** The space or component is intact, functional, and physically sound. Deterioration is limited to minor repairs and cosmetic issues.

**Fair:** The space or component shows signs of wear and some deterioration. Repairs may include minimal replacement of materials.

**Poor:** The space or component is severely deteriorated or missing. Repairs may require replacement of a majority of original material to restore structural and/or functional integrity.

## BACKGROUND

*Development of the property at 1338 Filbert Street, after the 1906 earthquake and fire, began with the erection of four modest wood-frame cottages in 1907, the Bush Cottages. The cottages remained relatively unaltered until the 1940s and 1950s when additions were made to each cottage along the east edge of the property and existing features were altered to accommodate a shift in use. At this time the outdoor spaces were also developed and landscaped.*

### SUMMARY HISTORY

A brief history of the property is included in this report in order to provide the historical context by which the character defining features were identified and historic values were determined. The following summation consists of a compilation of excerpts from the Landmark Designation Report for 1338 Filbert Street dated June 14, 2001:

"Before the 1906 earthquake and fire, the property at what was later numbered 1338 Filbert Street consisted of two lots owned by a Peter Mathews, each with a house. Mr. Mathews' daughter was married to William Bush, who also lived on the site. After the fire that burned the north side of the 1300 block of Filbert Street in 1906, and the death of Peter Mathews in December, 1906, William Bush requested permits to build the Filbert Street cottages as rental housing. In the post-earthquake disruptions, it was not always possible for burned-out families to rebuild on the same property, but Bush's decision to rebuild there eventually resulted in the property being owned by the same family from 1885 until 1946.

The architecture itself represents the post-earthquake period when the demand for housing was met by anonymous craftsman-builders rather than known architects...The cottages demonstrated the effectiveness of quickly-built, closely-spaced construction as an innovative housing solution in a period of crisis when so many people who had lost their homes were looking for housing." (page 6)

"Marian Hartwell, instructor and then head of the Design Department of the California School of Fine Arts (CSFA) from 1926-1940, was associated with the cottages during 35 years of its 94-year history, first as a renter (1937-1946) and then as the owner (1946-1972). The story of her life and work provides significant connections between the cottages, important periods in San Francisco art history, and San Francisco's most distinguished art institution." (page 6)

"When Hartwell left the CSFA, she opened a school in her studio at the 1338 Filbert Street cottages, the School of Basic Design and Color and continued to teach the principles of the California Decorative style." (page 7)

"What is visible at 1338 Filbert Street is also connected to the work and life of Marian Hartwell. As a renter, in 1943, she designed and had built the studio addition to her apartment, later used for her school. As an owner, in 1946, she housed students attending the school as well as students attending the CSFA in the other cottages; the



complex was known as an "art place." As a garden designer, she arranged a brick and plant landscaped that reflected her professional expertise in design and color." (page 8)

"In terms of the architecture of the buildings (see Criteria C), Hartwell made alterations that allowed increased occupancy, but did so by extending the facades 22", inserting windows made with older materials, and made interior reconfigurations, thereby retaining the period look and materials of the buildings. (Additions were made to the rear of the buildings, not visible from the street or from the front walkway; these are excluded from the list of features to be preserved)."<sup>1</sup> (page 8)

"Permit requests between 1947 and 1955 signed by Hartwell outline changes she made to convert the cottages from four to ten units of rental housing. The exterior changes conformed with the building styles of the original buildings, and are visible today." (pages 5 and 6)

## PERIOD OF SIGNIFICANCE

The periods of significance for 1338 Filbert Street, as identified in the 2001 Landmark Designation Report, are 1907 and the 1930s-1940s. These two dates/periods relate to the initial construction of the buildings and the subsequent occupation and alterations of artist Marian Hartwell.

Features identified in this report dating to the periods of significance are typically valued as either significant or contributing. Elements added or altered after the periods of significance are considered non-contributing to the historicity of the property.

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<sup>1</sup> Permit reference to extension of facades by 22" does not indicate which cottage received this alteration. The Landmark Designation Report June 14, 2001 states "addition of 22" height and interior reconfiguration to create second story living quarters (1951, probably Cottage C). Carey & Co. asserts in this report that the height addition was actually made to Cottage D based on field observations indicating that the roof ridge of Cottage D is approximately two feet higher than the other three cottages.

## DESCRIPTION

The complex of structures located at 1338 Filbert Street consists of four two-story wood-frame 1907 cottages set parallel to each other with access walkways in between. A variety of rear/east additions have been made to each cottage and some have subsequently been removed. A studio structure projects perpendicularly from the first cottage to the sidewalk of Filbert Street at the east property line. Landscape features include paving, retaining walls, fencing, and vegetation.

### GENERAL DESCRIPTION

The roughly rectangular shaped cottages and studio are of wood-frame construction set upon concrete foundations. Asphalt shingle-clad hipped roofs with shallow overhangs protect the horizontal wood sided walls. Each cottage is comprised of a studio unit at the first floor, consisting of a main living space with small kitchen and bathroom, and a larger living unit at the second floor featuring a variety of living spaces, kitchen and bathroom. Various additions extend the upper units to the rear. The lower units are accessed directly from the main entry path at the front/west facade, while upper units are entered at the south elevation of each cottage by way of paved path/stair or wood stair and porch.

The studio structure is also wood-frame construction, but is a single story under a broad shed roof. It is accessed by a flight of stairs and terraces and is level with the upper units of the cottages. The interior features a large living space and open kitchen and is connected to the first cottage.

The site is characterized by brick paved paths that connect the cottages and studio, brick or concrete terraces and brick edged planters, and grapestake gated fences between cottages. The primary paved path descends a flight of stairs from Filbert Street and runs north along the west facing primary elevations of the cottages. Each lower unit features an enlarged paved area across the primary path from its entry door and the upper units include planters between the cottages and/or rear yard space.

For the purposes of this report the buildings have been identified as illustrated below.

**Figure 3: Site plan**  
- areas identified by  
color legend below.

- 1907 Cottage
- Contributing Additions
- Non-contributing Additions
- Landscaped areas
- Concrete paving
- Brick paving





## COTTAGE A

### EXTERIOR

Building upon the common elements mentioned in the general description, Cottage A exhibits more differentiating features and early alterations than the other cottages due to its location and connection to the studio structure. Clad in horizontal wood v-groove siding with corner boards at the west elevation, the walls are punctuated by a variety of window and door types, mostly multi-lite and wood. Noteworthy features include floor-to-ceiling upper story windows at the south facade, lantern-like lighting at the southwest corner, and upper unit entry from the south terrace.

A false beveled drop-siding clad rear addition connects the interiors of Cottage A and the adjacent studio structure. The rear addition exhibits fixed four-over-one wood windows, French doors, and a flat roof.

Related landscaping includes a grapestake fence and gate, a concrete walk and stair between Cottages A and B, and a rear concrete patio accessed from the addition.

### INTERIOR

The upper/primary unit interior is composed of a large open room with modern kitchen and bath at the east/rear. The main room features floor-to-ceiling windows, a fireplace flanked by built-in casework, and a large skylight positioned above the fireplace and around the chimney. General finishes include press board, gypsum board or wood bead board on the walls and ceilings. Flooring is carpet over vinyl tile. Other finishes include track and recessed lighting, wood base, and wood window trim. The rear addition acts as an open passageway between Cottage A and the Studio.

**Figure 4 (left):**  
southwest corner of  
Cottage A.

**Figure 5 (right):**  
interior of Cottage  
A, main room, facing  
southwest.



The lower studio unit is roughly half the size of the upper unit with expressed battered and stepped foundation walls and crawlspace access. The unit is composed of a living room, small bathroom and kitchen, and large closet and built-in casework. Some important features of the lower unit are the wood casement windows at the west wall, fixed wood basement/clerestory windows at the south wall, and the utilitarian kitchen with counter dining space. Finishes include press board, wood veneer tile flooring, red concrete bathroom floor, and simple wood trim at openings.

## STUDIO ADDITION

### EXTERIOR

The Studio structure adjoins Cottage A at its southeast corner, bordered to the south by Filbert Street and west by landscaped terraces with both concrete and brick retaining walls. A brick stair with pipe railing ascends from the main walkway up the terraces to access the Studio. The Studio can also be entered from the rear patio shared with Cottage A.

The single-story structure's v-groove horizontal wood sided walls support a large shed roof sloping down to the south. Illuminating the interior are a band of six wood clerestory windows at the north elevation, the edge windows are double-hung for ventilation, and a series of four sets of French doors at the primary/west facade opening onto the front terrace.

**Figure 6 (right):**  
west exterior facade  
of Studio structure.

**Figure 7 (left):**  
interior of Studio,  
facing southwest.

### INTERIOR

The Studio is currently organized as an open floor plan. The ceiling slope and structural columns and beams are exposed. The Studio features a fireplace, small open kitchen and





connecting passageway to Cottage A. Interior finishes include painted gypsum board walls and ceiling, carpet, and modern kitchen fixtures.

## COTTAGE B

### EXTERIOR

Wood rustic horizontal drop-siding covers the main walls of Cottage B, while the rear studio addition is clad in v-groove horizontal siding. The upper unit of the cottage is accessed by wood stair and porch at the north facade and by concrete stair and walk between Cottages B and C. Distinguishing features of Cottage B include salvaged glazed wood sliding doors installed as fixed windows at the west facade of the upper unit. Also, a separate single room studio addition to the rear is accessed from the rear patio of Cottage A. The flat roof of the rear studio steps up to allow for clerestory windows.

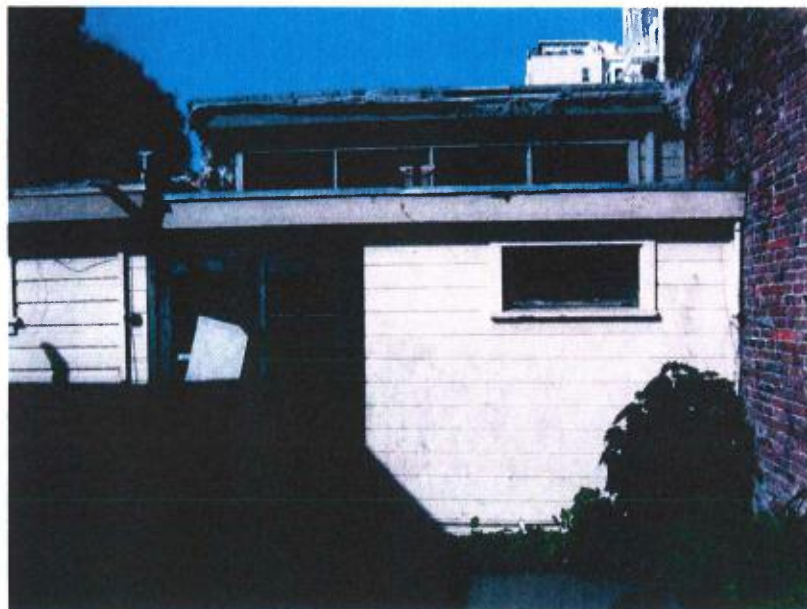
### INTERIOR

Arranged similarly to Cottage A, unique aspects of Cottage B's interior include a wood-burning brick fireplace and built-in shelving in the upper unit main room and french doors in the kitchen. Finishes include press board, carpet, simple quarter-round wood trim, and vinyl tile flooring in the lower unit.

The rear studio addition consists of a small room with open kitchen and small bathroom. South-facing clerestory windows and a domed skylight illuminate the space.

*Figure 8 (left):  
southwest corner of  
Cottage B.*

*Figure 9 (right):  
rear/east studio  
addition to Cottage B.*



## COTTAGE C

### EXTERIOR

Cottage C is distinguishable by its wood rustic drop-siding and wood stair and porch entry at the north facade. Three large windows also differentiate the west facade at the upper unit - two salvaged glazed sliding doors flanking a solid picture window. A small addition with a gable roof projects to the rear, leaving a narrow yard accessible only through Cottage D.

### INTERIOR

A fireplace, built-in casework, and modern kitchens and bathrooms are also features of Cottage C. In addition to these standard elements, Cottage C includes a rear addition for storage. Press board, wood trim, and track lighting are among the upper unit finishes. The lower unit is typical with built-in shelving and carpet.

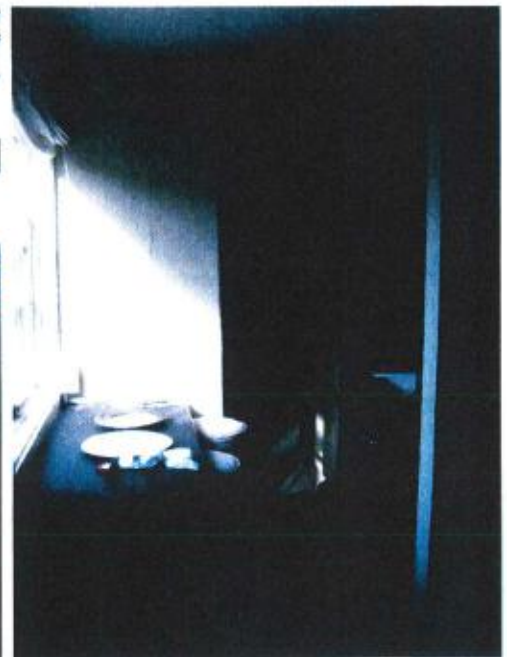
## COTTAGE D

### EXTERIOR

A continuous band of windows on the west facade at the upper unit and a side addition to the north with a large entry porch and L-shaped stair differentiate Cottage D. Also notable are the angled 1940s boxed eaves with integrated gutter system, which remain

*Figure 10 (left):  
southwest corner of  
Cottage C.*

*Figure 11 (right):  
interior Cottage C,  
lower unit kitchen,  
facing north.*





intact on Cottage D. The other three cottages feature the remains of this element, most missing the soffit component exposing the rafter tails and allowing miscellaneous conduit to run higher up the wall. Cottage D also features a higher roof line and wood rustic drop-siding.

#### INTERIOR

The typical upper unit with fireplace and built-in shelving has been expanded north in Cottage D to allow for a larger bathroom, closet and storage, as well as a more open floor plan. Access is also provided to the rear yard through French doors. The lower unit also benefits from the north addition with a larger main room, kitchen, and closet. Carpet covers both unit floors and the upper unit features an applied wood tongue-and-groove ceiling.



**Figure 12 (top left):**  
southwest corner of  
Cottage D.



**Figure 13 (top right):**  
rear/east yard of Cottage  
D, facing north.



**Figure 14 (bottom  
left):** interior of Cottage  
D, main room, facing  
southeast.



**Figure 15 (bottom  
right):** interior of  
Cottage D, lower unit,  
facing north.

## EVALUATION

Carey & Co. Inc. surveyed all exterior and interior spaces to identify and evaluate the character defining features of the property. Character defining features are those elements or concepts that contribute to the property's historic value and interpretation relative to its historic context. The property's periods of significance are 1907 and the 1930s-1940s.

### EXTERIOR ELEMENTS

The following elements are common among the 1907 portions of the cottage and studio exteriors unless otherwise noted (see *Location* in side bar). Each element is described, assigned a historic value and condition rating, and most are illustrated. Value and condition ratings listed in the side bar are general for each feature type. Individual circumstances and/or conditions that differ are called out in the narrative.

#### SCALE/ PROPORTION

**Location:** Cottages

**Value:** Significant

**Condition:** N/A

The two-story detached massing of the original cottage ensemble creates the human-scale and turn-of-the-century vernacular feeling experienced from the exterior landscape areas. This quality is significant to the property's interpretation and retains good integrity, despite the rear additions and the Studio, which do not contribute to this factor. Though Cottage D was raised 22" in 1951, just outside the period of significance, this non-contributing alteration does not equal a significant negative impact to the overall scale and proportion of the site.

#### REAR ADDITIONS

**Location:** Cottages  
(excluding Studio)

**Value:** Non-contributing

**Condition:** N/A

All additions to the rear/east of the original 1907 cottage structures, as well as the addition to the north of Cottage D, were constructed outside of the period of significance and are therefore non-contributing elements. This does not include the Studio and lower unit additions to each cottage, which are considered contributing and listed in the Landmark Designation Report.

#### ROOF FORM

**Location:** Cottages  
and Studio

**Value:** Significant

**Condition:** Good - Fair

A wood-frame hipped roof covers the original portion of each cottage, while additions are topped by flat and shed roofs. The hipped roof form is significant in differentiating the 1907 portions of the cottages from the later additions for identification and interpretation purposes and has been maintained separate from addition roofs. The Studio features a large span shed roof original to its construction and significant to its interpretation.

#### COMPOSITION

##### SHINGLES

**Location:** Cottages

**Value:** Contributing

**Condition:** Fair - Poor

Though not physically the original material, building permits identify composition shingling as original to the design. The type of roof cladding currently used is therefore a contributor to the structures' historic character. Most material appears in poor condition and is at the end of its practical lifespan. The south slope of Cottage A seems to have suffered in particular a greater degree of deterioration.



**CONCRETE****FOUNDATIONS***Location: Cottages**Value: Contributing**Condition: Fair*

The lower units of each cottage express board-formed battered and stepped concrete foundation walls at their interiors. In some cases wood shelving has been integrated into the projecting portions. The incorporation of the foundation walls into the lower unit design and aesthetic is a defining feature. The foundation walls appear sound.

**WOOD FRAMING***Location: Cottages  
and Studio perimeter**Value: Significant**Condition: Fair*

The cottages and additions are of wood-frame construction including large dimension members such as the floor joists shown below. The quick, vernacular methods of construction are significant to the structures' post-earthquake history. Framing at the foundation and in below-grade areas exhibits some deterioration and moisture problems.

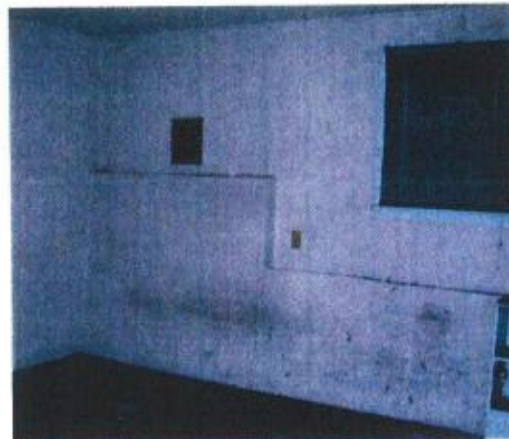
**EXTERIOR****WINDOW TRIM***Location: Cottages**Value: Contributing**Condition: Fair*

Wood window trim consists of a simple 6" surround with butt joints, slightly projecting sill, and simple apron element. Double-hung windows at the west facades feature more decorative molded aprons. These surrounds are generally in fair, weathered condition. Surrounds of narrower dimension are later alterations and considered non-contributing.

**EXTERIOR****DOOR TRIM***Location: Cottages**Value: Contributing**Condition: Fair*

The contributing exterior door trim is comprised of a 6" simple wood surround and wood threshold. Where they remain, these elements appear to be in fair condition. Thresholds are worn and those closer to the ground have suffered greater deterioration and moisture damage.

**Figure 16 (left):**  
Battered, stepped  
foundation wall exposed  
at lower unit interiors.



**Figure 17 (right):**  
Wood framing members,  
view from crawlspace  
below upper unit.



**BOXED EAVES/  
GUTTERS**

**Location:** Cottages  
**Value:** Contributing  
**Condition:** Fair

The eave and gutter system used by the main portions of the cottages appears to be mid-twentieth century in styling, falling within the property's second period of significance. The eave design consists of angled fascia boards with smooth mitered connections and enclosed soffits. This composition allows the drainage system to be concealed within the eave with downspouts penetrating the assembly where necessary. Cottage D retains this element in its entirety, while Cottages A, B, and C are missing the soffit element. Materials suffer from some moisture damage and general deterioration. More severe deterioration is evident near downspout penetrations requiring Dutchman repair or limited replacement of surrounding material.

**WOOD CLADDING**

**Location:** Cottage and  
 Studio  
**Value:** Significant  
**Condition:** Fair

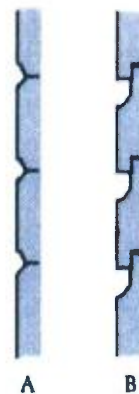
Horizontal wood siding is common to all the structures on the site, most with corner board details at the west facade only. Two profiles of historic wood siding are used: v-groove and rustic drop siding (cove). All other types of siding are non-contributing.

**Rustic Drop:** This is the common profile found on the main bodies of Cottages B, C, and D, and likely the original cladding. Infill siding, where openings were closed and Cottage D was raised, was installed in-kind. The wood appears sound except for material located within +/- 12" of the ground or adjacent vegetation. All cladding material is suffering from paint deterioration.

**V-groove:** This profile appears on the main body of Cottage A and the Studio. It is likely that this siding replaced original drop siding on Cottage A at the time the Studio was constructed. It is generally in fair condition suffering from cosmetic damage, i.e. peeling or deteriorating paint. The wood appears sound except for material located within +/- 12" of the ground or adjacent vegetation.

**Figure 18 (right):**  
 Boxed eave with  
 concealed gutter,  
 Cottage D.

**Figure 19 (left):** Siding  
 types - A: v-groove, B:  
 rustic drop siding.





**WOOD WINDOWS:****CASEMENT****Location:** Cottages**Value:** Significant**Condition:** Fair - Poor

Wood casement windows flank the lower unit entry door at each cottage. Each casement features a narrow frame and is divided horizontally into three stacked lites. These windows have reached a critical state of deterioration. Their fragile construction has made them susceptible to moisture damage and abuse. Several are unable to close tightly and are missing glass. Paint degradation is affecting all windows.

Cottage A casements: Damage is primarily at lower rail joints requiring Dutchman or epoxy repairs.

Cottage B casements: Fair condition requiring some repair.

Cottage C casements: Window north of door requires some repair, south window has been damaged beyond repair.

Cottage D casements: Damage is primarily at lower rail joints requiring Dutchman or epoxy repairs.

**WOOD WINDOWS:****DOUBLE-HUNG****Location:**

Cottages A, B, &amp; C

**Value:** Contributing**Condition:** Fair

Double-hung wood windows are featured on all four cottages at various locations. They are typically one-over-one with shaped stops at the upper sash. The wood and glazed members of these windows appear in fair condition suffering from some weathering. Operability is an issue - some windows have been fixed closed and those that are operable need sash cord or hardware repairs. Paint is also degrading.

Contributing double-hung windows include:

Cottage A: (2) at upper unit west facade

Cottage B: (2) at lower unit south facade, (1) at upper unit south facade and (1) at upper unit north facade

Cottage C: (1) at lower unit south facade, (1) at upper unit north facade

**Figure 20 (left):**  
Divided wood  
casement.

**Figure 21 (right):**  
One-over-one wood  
double-hung.



**WOOD WINDOWS:****FIXED****Location:***Cottages A & D***Value:** *Contributing***Condition:** *Fair*

Fixed wood windows occur on three of the cottages in varying locations and configurations. These windows are wood frame with divided lites and range in size from modest to floor-to-ceiling. Some deterioration is evident at fixed windows located on the main cottage elevations and specifically at muntins. The clerestory windows at Cottage A's lower unit have suffered greater deterioration due to adjacent vegetation, but remain repairable.

Contributing fixed windows include:

Cottage A: (3) clerestories at lower unit south facade, (3) floor-to-ceiling windows at upper unit south facade

Cottage D: (4) consecutive windows at upper unit west facade, glazing has been painted

**WOOD WINDOWS:****SALVAGED DOORS****Location:***Cottages B & C***Value:** *Significant***Condition:** *Fair*

During the mid-century alterations salvaged glazed sliding doors, fixed in place, were installed in upper unit west facades of Cottages B and C. These are wood frame multi-lite doors with their original handle hardware. They provide near floor-to-ceiling glazing. Exterior trim at these doors consist of simple 6" plus wood surrounds with either mitered or butt joints and no sills. These doors appear to be in fair condition exhibiting some signs of weather deterioration and diminishing paint. Glazing is intact.

**Figure 22 (right):**  
Fixed divided lite, over  
basement clerestory.

**Figure 23 (right):**  
Salvaged door installed  
fixed at upper unit.





**WOOD DOORS:  
STACKED GLAZING  
Location:**

*Cottages A & C  
Value: Significant  
Condition: Fair*

Glazed single doors provide the primary entry to both upper and lower units. Several of these doors exhibit narrow frames with glazing divided by horizontal muntins into five stacked lites. Of these doors the entry doors to the lower units of Cottages A & C are significant. The wood frames and dividing members appear in fair condition, although some repair is needed near bases. Both doors are operable. The condition of the glazing varies, some panes are broken or missing. These doors match the lower unit casement windows in character and age.

**WOOD DOORS:  
FRENCH**

*Location: Studio  
Value: Significant  
Condition: Good - Fair*

French doors are prevalent through out the property on both cottages and additions. Most are non-contributing. The Studio, however, features a series of four tall narrow French doors - each leaf divided into 18 lites. These doors share continuous trim and are separated by mullions. Only one of the doors retains intact hardware and serves as the primary entrance to the Studio. These four pairs of doors are considered significant. The wood frames and dividing members of the doors appear in fair condition. All doors are operable. The condition of the glazing varies, some lower panes are missing.

**Figure 24 (left):**  
Single wood door  
with vertically stacked  
glazing.

**Figure 25 (right):**  
Series of tall, narrow  
french doors set in a  
row at the Studio west  
facade.



**WOOD DOORS:****DIVIDED GLAZING****Location:** Cottages**Value:** Non-contributing**Condition:** Good - Fair

Another single door type in both upper and lower units is slightly wider with multi-lite glazing (number of lites varies). These doors are non-contributing as they were installed a various times all likely after the periods of significance. The wood frames and dividing members of these doors appear in fair condition. All doors are operable. The condition of the glazing varies, some panes are broken or missing.

**WOOD DOORS: SOLID****Location:** Cottages**Value:** Not-contributing**Condition:** Good - Fair

Solid flush exterior doors are non-contributing, but in functional and operable condition.

**WOOD PORCH &  
ACCESS STAIR****Location:** Cottage C**Value:** Contributing**Condition:** Poor

Only two of the cottages retain early wood stair configurations and covered entry porches. Wood risers and treads ascend from brick landings at the north facades of Cottages B and C. The porches at the upper unit entry doors consist of wood landings and wood posts supporting small shed roofs. They also feature simple wood railings with square balusters. Wood skirts enclose the area under each stairway. The stair at Cottage C appears of earlier construction than Cottage B, exhibiting less replacement material. This stair is potentially a contributing element. The stair, landing floor, and skirting at Cottage C are in critical condition having suffered much abuse over the years. The railings and roof appear in fair condition with a few missing balusters. A majority of the stair at Cottage B has been reconstructed after the period of significance and is therefore non-contributing.

**Figure 26 (left):**  
Single divided-lite door.

**Figure 27 (right):**  
Covered wood entry  
porch and stair at  
Cottage C.





**SKYLIGHTS**

**Location:** Cottage A,  
Cottage B (addition)

**Value:** Non-contributing

**Condition:** Fair

Skylights were added to Cottage A and incorporated in the studio addition to Cottage B during the mid-century modifications, just outside of the property's period of significance. Therefore, skylights are considered non-contributing features. Glazing appears intact, however water penetration is evidenced by interior staining of ceiling material surrounding the openings.

**LIGHTING**

**Location:** Cottages and  
Studio

**Value:** Non-contributing

**Condition:** Fair

Three types of exterior lighting can be found on the property: corner mounted way-finding garden lamps, wall mounted early industrial entry porch fixtures, and wall mounted plastic fixtures. The metal industrial style porch lamps at Cottages B & C may border the period of significance and appear in fair condition. All other lighting is non-contributing.

**UTILITY ELEMENTS**

**Location:** Cottages and  
Studio

**Value:** Non-contributing

**Condition:** Fair

Exterior building mounted utility elements such as conduit, wiring, and plumbing lines and fixtures are non-contributing.



**Figure 28:**  
Wall mounted industrial  
entry porch light.

## INTERIOR ELEMENTS

The following elements are common among the cottage and studio interiors unless otherwise noted (see *Location* in side bar). Each element is described, assigned a historic value and condition rating, and most are illustrated. Value and condition ratings listed in the side bar are general for each feature type. Individual circumstances and/or conditions that differ are called out in the narrative.

### FLOORING

**Location:** all

**Value:** Non-contributing

**Condition:** Fair - Poor

Layers of carpet and vinyl tiling are non-contributing. Wood finish flooring underneath these materials was not visible and requires further destructive investigation to verify its existence and condition. Original or early wood flooring would be considered a significant interior feature.

### WALL & CEILING FINISHES

**Location:** all

**Value:** Non-contributing

**Condition:** Fair - Poor

Interior surfaces are either press board, gypsum board, or wood bead board in a few locations (Cottage A). These materials are non-contributing. However, the substrate should be investigated further to determine its historical value and condition.

**Figure 29 (left):**  
Early wall paper  
mounted to horizontal  
wood board substrate,  
exposed in Cottage C.

**Figure 30 (right):**  
Bead board mounted to  
substrate, exposed in  
Cottage A.





**INTERIOR WINDOW TRIM**

**Location:** Cottages  
**Value:** Contributing  
**Condition:** Fair

Contributing interior wood window trim is limited to surrounds four inches or more in width and of butt joint construction. This trim is most often found at the wood double-hung windows in upper units. All wood trim seems to be in fair condition.

**INTERIOR DOORS**

**Location:** all  
**Value:** Non-contributing  
**Condition:** Fair

There are no original interior doors. Most are mid-century or later alterations. These doors are typically solid or hollow core with modern hardware. They are non-contributing elements and appear to be in fair condition.

**INTERIOR DOOR TRIM**

**Location:** Cottages  
**Value:**  
>4" - contributing  
<4" - non-contributing  
**Condition:** Fair

Interior wood trim around doors at the perimeter walls are contributing if four inches or more in width with simple profile. However most interior door trim appears to be of the narrow modern variety and considered non-contributing elements. Trim, in general, is in fair condition.

**Figure 31 (left):**  
Interior window trim  
around double-hung  
window, west wall of  
Cottage A.



**Figure 32 (right):**  
Interior doors and trim  
at Cottage B.



**FIREPLACE****Location:** all**Value:** Non-contributing**Condition:** Fair

The upper unit main room of each cottage, as well as the Studio, features a brick veneer fireplace with elevated hearth. Concealed metal flues penetrate the roof and terminate with metal caps. These fireplaces appear to be functional and intact requiring only cosmetic repair.

**CASEWORK****Location:** Cottages**Value:** Contributing**Condition:** Fair

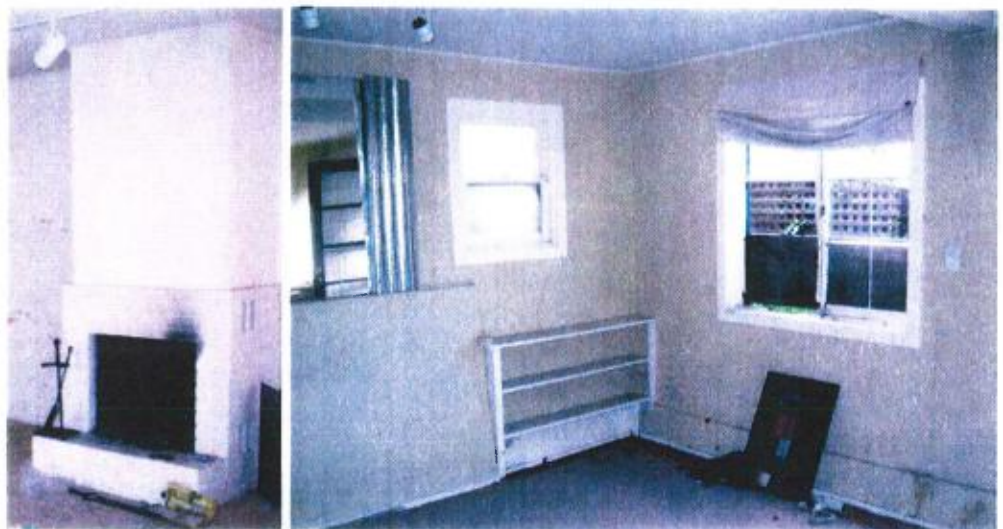
Built-in casework is only common to the lower units of the cottages. This includes wood shelving integrated with the battered foundation walls, and kitchen cabinet and counter elements. These elements are in fair condition in each lower unit. All casework at upper units appears to be non-contributing.

**LIGHTING****Location:** all**Value:** Non-contributing**Condition:** Good

Interior lighting is primarily ceiling mounted or track lighting. A majority are fairly recent fixtures. None are contributors to the property's character.

**Figure 33 (left):**  
Typical fireplace.

**Figure 34 (right):**  
Built-in shelving and  
trim at lower unit,  
Cottage C.





**KITCHEN & BATH  
FIXTURES***Location: all**Value: Non-contributing**Condition: Good - Fair*

Most kitchens and bathrooms have been updated over the years. There are no original or contributing common fixtures.

**MECHANICAL,  
ELECTRICAL, &  
PLUMBING***Location: all**Value: Non-contributing**Condition: Fair*

Interior systems have all been upgraded over time. There are no early wiring, piping, or conditioning systems. Existing elements are all non-contributing.



**Figure 35:** Existing kitchen, upper unit of Cottage D.

## REFERENCES

### BACKGROUND

Landmark Designation Report, Proposed Landmark No. 232, Case No. 2001.0232L.  
San Francisco: June 14, 2001.

### TECHNICAL

Howard, Hugh. *How Old Is This House?* New York: Farrar, Straus and Giroux, 1989.

McAlester, Virginia and Lee McAlester. *A Field Guide to American Houses*. New York: Alfred A. Knopf, 1986.

Myers, John H. *Preservation Brief 9: The Repair of Historic Wood Windows*. Washington D.C.: National Park Service, 1981.

Nelson, Lee H. *Preservation Brief 17: Architectural Character - Identifying the Visual Aspects of Historic Buildings as an Aid to Preserving Their Character*. Washington D.C.: National Park Service, 1988.

New York Landmarks Conservancy. *Repairing Old and Historic Windows: A Manual for Architects and Homeowners*. Washington, D.C.: The Preservation Press, National Trust for Historic Preservation, 1992.

Weaver, Martin E. *Conserving Buildings*. New York: John Wiley & Sons, Inc., 1993.

Weeks, Kay D. and David W. Look. *Preservation Brief 10: Exterior Paint Problems on Historic Woodwork*. Washington D.C.: National Park Service, 1982.

## INTRODUCTION AND METHODOLOGY

At the request of Buttrick Wong Architects, Architectural Resources Group was asked to conduct a survey of the doors and windows at the structures at 1338 Filbert Street. ARG visited the site on February 4, 2008 to conduct the survey using as-built drawings provided by Buttrick Wong Architects. The goal of the survey was two-fold: to assess whether a door or window is historic and of those that are judged to be historic, to evaluate whether the door or window is repairable. Historic value was assessed through on-site evaluation of the building elements; no additional historic research was performed as part of this report. Doors and windows were considered to be historic if they appeared to have been installed during the periods of significance identified in the 2001 Landmark Designation Report: 1907, when the cottages were constructed; and the 1930s-1940s, when the structures were occupied and altered by artist Marian Hartwell.

As part of the survey, the basic condition of the doors and windows were recorded for reference purposes. The condition categories include the following:

- Good: The component is physically sound, requiring only cosmetic repair.
- Fair: The component is somewhat deteriorated, requiring only minimal replacement of materials and cosmetic repair.
- Poor: The component is severely deteriorated or missing, requiring replacement in kind.

Each door or window was then placed in a treatment category, based on the condition and whether or not the component is historic. The treatment categories are as follows:

- Repair: The component is historic, and it should be repaired as part of the proposed work.
- Replace in kind: The component is historic, but it is too deteriorated to be repaired in a cost effective manner. The door or window should be replaced to match the historic design.
- Not historic: The component is not historic and may be repaired or replaced at the discretion of the design team.

The type, condition, treatment category and any additional notes about each door and window are included in the spreadsheets that follow.

## CONCLUSION

Most of the windows at the Filbert Cottages are historic and should be maintained after being repaired to working order. Several of the historic windows are in a severe state of deterioration or are missing; these windows should be replaced to match the historic design. Many of the

doors are not historic, but the few doors that are historic should be repaired and maintained. Only one historic door is in such poor condition that it merits replacement in kind.

#### REFERENCES

Carey & Co. Inc. "Historic Fabric Assessment: 1338 Filbert Street Cottages." San Francisco: 21 August 2006.

San Francisco Landmark Designation Report, 1338 Filbert Cottages, 14 June 2001.

**Filbert Cottages  
Door Survey  
ARG #07127**

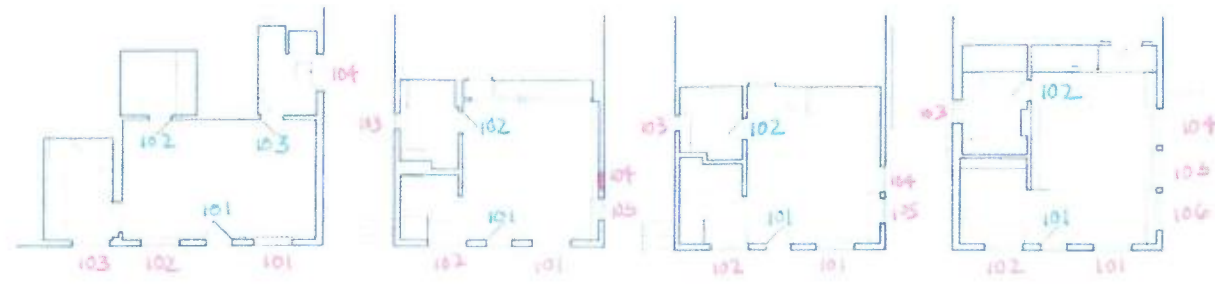
Cottage	Number	Door Type	Historic?	Condition	Treatment Category	Notes
A	101	1x5 French door	Y	Poor	Replace in kind	3 broken panes and bottom rail
A	102	Solid-core door	N	Good	N/A - not historic	
A	201	2x5 French doors (pair)	N	Fair / Poor	N/A - not historic	1 broken pane, rotted wood
A	202	2x5 French door	N	Fair	N/A - not historic	Deterioration at sill
A	203	Solid-core door	N	Fair	N/A - not historic	
A	204	Solid-core door	N	Fair	N/A - not historic	
A	205	2x5 French door	N	Fair / Poor	N/A - not historic	
A	206	2x9 French doors (pair)	Y	Fair / Poor	Repair	1 broken pane, deteriorated bottom rail
A	207	2x9 French doors (pair)	Y	Fair	Repair	
A	208	2x9 French doors (pair)	Y	Fair	Repair	2 panes missing, 1 pane cracked
A	209	2x9 French doors (pair)	Y	Fair	Repair	1 cracked pane
B	101	Solid-core door	N	Fair	N/A - not historic	Replace to match 101 at A and C
B	102	Hollow-core door	N	Fair / Good	N/A - not historic	
B	201	Solid-core door	N	Fair / Good	N/A - not historic	
B	202	2x4 French doors (pair)	Y	Fair	Repair	1 missing pane
B	203	Hollow-core door	N	Good	N/A - not historic	
B	204	Flush door	N	Good	N/A - not historic	
B	205	Plywood door	N	Fair / Good	N/A - not historic	
B	206	Solid-core door	N	Fair / Good	N/A - not historic	
B	207	Solid-core doors (pair)	N	Fair / Good	N/A - not historic	
B	208	2x5 French doors (pair)	N	Fair / Good	N/A - not historic	
B	209	Hollow-core door	N	Fair / Poor	N/A - not historic	
C	101	1x5 French door	Y	Fair	Repair	2 missing panes and mullion
C	102	Solid-core door	N	Good	N/A - not historic	
C	201	1x4 French door	Y	Fair	Repair	2 broken panes
C	202	Plywood doors (pair)	N	Fair	N/A - not historic	
C	203	Paneled wood door with glazing	N	Fair	N/A - not historic	Missing knob hardware
C	204	2x5 French door	N	Fair	N/A - not historic	1 broken pane
C	205	2x3 French door	N	Fair	N/A - not historic	
C	206	Hollow-core door with panel veneer	N	Fair	N/A - not historic	
D	101	2x4 French door	Y	Fair	Repair	2 broken panes and deteriorated bottom rail
D	102	Paneled wood door	Y	Good	Repair	
D	103	Paneled wood door	Y	Good	Repair	
D	201	2x5 French door	Y	Fair	Repair	3 broken panes and damage at hinges
D	202	Paneled wood door	Y	Good	Repair	
D	203	2x4 French doors (pair)	Y	Fair?	Repair	Condition may be found to be worse under coating at bottom rails
D	204	Hollow-core doors (3-part)	N	Fair	N/A - not historic	

13 Repair  
1 Replace in kind  
23 N/A - Not Historic

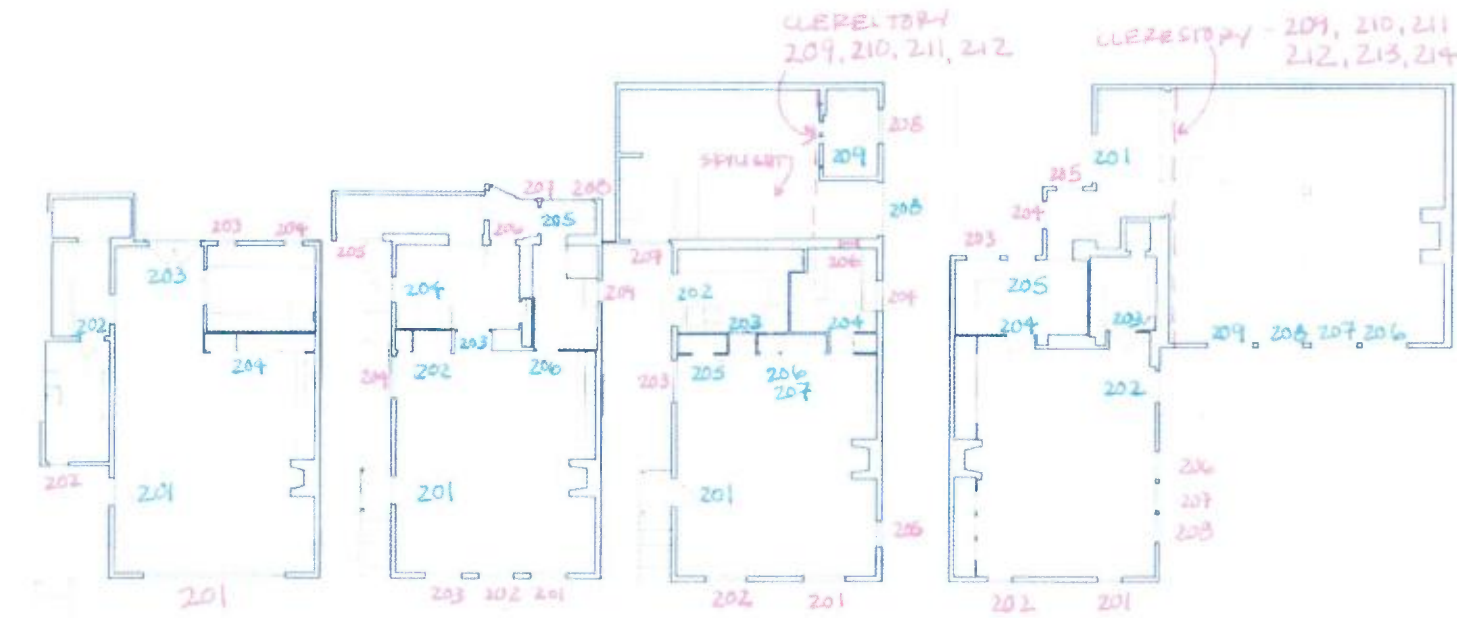
Filbert Cottages ARG  
Window Survey  
ARG #07127

Cottage	Number	Sash Type	Historic?	Condition	Treatment Category	Notes
A	101	1x3 casement (pair)	Y	Fair	Repair	Deteriorated bottom rail
A	102	1x3 casement (pair)	Y	Poor	Replace in kind	
A	103	1-lite transom	Y	Fair	Repair	Deteriorated bottom rail
A	104	3-lite fixed	Y	Fair / Poor	Repair	Deteriorated bottom rail
A	105	3-lite fixed	Y	Fair / Poor	Repair	Deteriorated bottom rail
A	106	3-lite fixed	Y	Poor	Replace in kind	Deteriorated bottom rail
A	201	1/1 double-hung	Y	Fair	Repair	
A	202	1/1 double-hung	Y	Fair	Repair	
A	203	1x3 casement (pair)	Y	Fair	Repair	2 broken panes
A	204	4/1 fixed bungalow style	N	Fair / Good	N/A - Not Historic	
A	205	4/1 fixed bungalow style	N	Fair / Good	N/A - Not Historic	1 pane broken
A	206	2x5 fixed	Y	Fair / Good	Repair	
A	207	2x5 fixed	Y	Fair / Good	Repair	
A	208	2x5 fixed	Y	Fair / Good	Repair	
A	209	2/2 double-hung clerestory	Y	Fair / Good	Repair	
A	210	2x2 fixed clerestory	Y	Fair / Good	Repair	
A	211	2x2 fixed clerestory	Y	Fair / Good	Repair	
A	212	2x2 fixed clerestory	Y	Fair / Good	Repair	
A	213	2x2 fixed clerestory	Y	Fair / Good	Repair	
A	214	2/2 double-hung clerestory	Y	Fair / Good	Repair	
B	101	1x3 casement (pair)	Y	Fair / Poor	Repair	
B	102	1x3 casement (pair)	Y	Fair	Repair	Deteriorated bottom rail
B	103	1-lite awning	Y	Poor	Replace in kind	Missing bottom rail and pane
B	104	1/1 double-hung	Y	Fair	Repair	Deteriorated bottom rail
B	105	1/1 double-hung	Y	Fair	Repair	Deteriorated bottom rail
B	201	4x5 fixed (salvaged door)	Y	Fair	Repair	Deteriorated bottom rail
B	202	4x5 fixed (salvaged door)	Y	Fair	Repair	Deteriorated bottom rail
B	203	1/1 double-hung	Y	Fair / Good	Repair	
B	204	Hopper	Y	Missing	Replace in kind	Missing sash
B	205	1/1 double-hung	N	Poor / Fair	N/A - Not Historic	Replace to match 104 and 105
B	206	1/1 double-hung	Y	Good	Repair	Covered by wall finish on both sides
B	207	1x3 casement (pair)	Y	Fair	Repair	Deteriorated bottom rail
B	208	1x3 hopper	N	Fair	N/A - Not Historic	
B	209	3-lite fixed clerestory	N	Fair	N/A - Not Historic	
B	210	3-lite fixed clerestory	N	Fair	N/A - Not Historic	
B	211	3-lite fixed clerestory	N	Fair	N/A - Not Historic	
B	212	3-lite fixed clerestory	N	Fair	N/A - Not Historic	
C	101	1x3 casement (pair)	Y	Poor	Replace in kind	
C	102	1x3 casement (pair)	Y	Poor	Replace in kind	
C	103	1-lite awning	Y	Fair	Repair	
C	104	1/1 double-hung	Y	Fair	Repair	Deteriorated bottom rail
C	105	1/1 double-hung	Y	Fair	Repair	Deteriorated bottom rail
C	201	3x5 fixed (salvaged door)	Y	Fair / Poor	Repair	Deteriorated bottom rail
C	202	1-lite fixed	N	Fair	Replace in kind	Replace with salvaged sash to match 201 and 203
C	203	3x5 fixed (salvaged door)	Y	Fair / Poor	Repair	Deteriorated bottom rail (may require replacement in kind)
C	204	1/1 double-hung	Y	Fair	Repair	
C	205	Sliding window	N	Fair	N/A - Not Historic	Deteriorated bottom rail
C	206	2x4 fixed	Y	Good / Fair	Repair	
C	207	3x3 fixed	N	Poor	N/A - Not Historic	
C	208	1-lite casements (pair)	N	Fair	N/A - Not Historic	1 broken pane
C	209	Hopper	Y	Poor	Replace in kind	Missing sash
D	101	1x3 casement (pair)	Y	Fair	Repair	
D	102	1x3 casement (pair)	Y	Fair	Repair	
D	103	1x3 casement (pair)	Y	Fair / Poor	Replace in kind	
D	104	3-lite awning	Y	Good	Repair	
D	201	3x3 fixed (4-part)	Y	Fair	Repair	2 panes replaced with louvers
D	202	1/1 double-hung	N	Fair / Good	N/A - Not Historic	
D	203	1x3 casement	Y	Fair	Repair	Deteriorated bottom rail
D	204	1x3 casement	Y	Fair	Repair	

37 Repair  
9 Replace in kind  
12 N/A - Not Historic



LEVEL 1



COTTAGE D

COTTAGE C

COTTAGE B

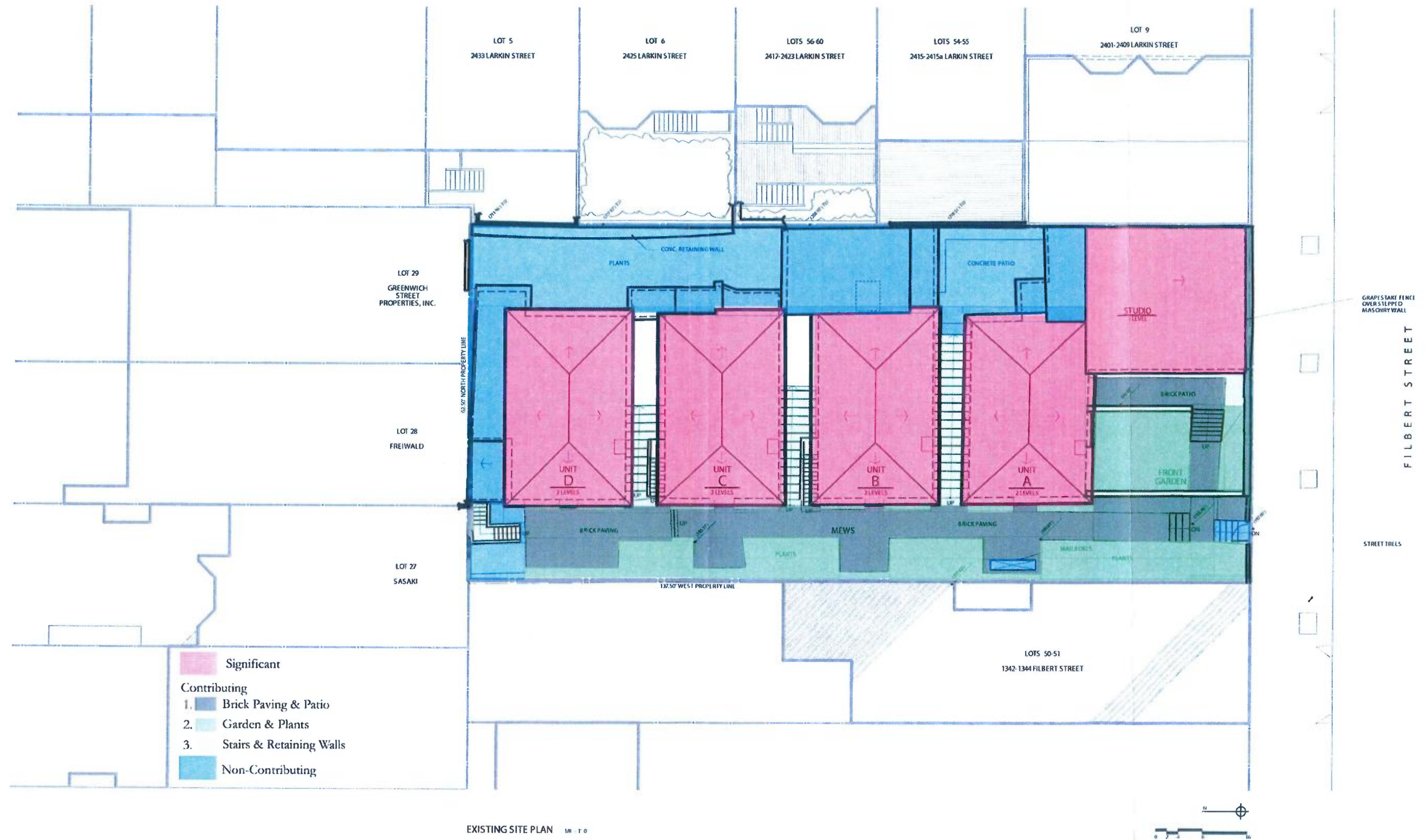
COTTAGE A

LEVEL 2

EXISTING PLANS 2/4/08

BLUE = DOOR  
RED = WINDOW







# MEMORANDUM

DATE	January 14, 2009	PROJECT NO.	08207
TO	Buttrick Wong Architects	PROJECT NAME	Filbert Cottages
OF	1144 65 <sup>th</sup> Street Unit E Emeryville, CA 94608	FROM	Shannon Ferguson, Architectural Historian Michael Tornabene, Designer
CC	File	VIA	Email

## REGARDING: ROOF AND CHIMNEY REHABILITATION AT THE FILBERT COTTAGES

This memorandum will address the proposed roof and chimney rehabilitation treatment for the Filbert Cottages (1338 Filbert Street), as well as provide additional detail for review specifically regarding the *Secretary of the Interior's Standards for Rehabilitation*, Standards 4 and 6. Page & Turnbull has been retained to assess the available treatment options, as well as provide recommendation to the appropriate roof cladding. At the request of Buttrick Wong Architects, Page & Turnbull conducted a site visit on December 16, 2008, to analyze the historic integrity of the roof assembly, as well as assess alterations to the roof during the structures' periods of significance. This memo provides a summary of our review.

**SECTION 1 – CONTEXT:** This section provides the context for Page & Turnbull's review, including an abbreviated history of the Filbert Cottages as well as a description of the components and construction of the roof assemblies.

The cottages are situated on Block 524, Lots 31, 32, 33, and 34 in the Russian Hill neighborhood of San Francisco (**Figure 1**). The four original cottages were built in 1907 in a row running north and south. A later addition, called the studio, was added to the foremost cottage (Cottage A, closest to the street) in 1943 (**Figures 3-4**). Later additions were made to the rear of three of the cottages, probably in 1953. The property also contained a landscaped garden. The exterior of the four original footprint cottages, except for the additions added to the rear of the three cottages, the studio, and certain landscaping features were determined to be a San Francisco Landmark by the San Francisco Board of Supervisors in 2003. The cottages were determined to meet National Register of Historic Places Criterion A, for their association with the aftermath of the 1906 Earthquake and Fire and the post-emergency housing needs of the time, and for their association with important periods in San Francisco art history. The cottages were found to meet Criterion B for their association with the life of Marian Harwell, a faculty member of the California School of Fine Arts (now the San Francisco Art Institute). Lastly, the cottages were found to meet Criterion C for embodying distinctive characteristics of vernacular post-earthquake period architecture (wood frame, rusticity, simplicity, informality); the cottages also feature unique siting, a court plan, and Craftsman-period references. The landscape was also found to represent a distinguishable entity under Criterion C. As stated in the Landmark Designation report, the cottages' periods of significance are 1907 and 1930s-1972.

Cottages A, B, C and D are each capped by a hipped roof with boxed eaves (**Figure 5**). The roof assemblies consist of common rafters with purlins with hip rafters and a ridge board. Wood shingles, six to eight inches in width, are fastened directly to the purlins with a

double overlap. No sheathing or diaphragm appears to exist, as the shingles are visible and exposed on the underside of the roof. The wood shingles are covered with two layers of roofing material consisting of layers of asphalt shingles and tar. Roof drainage consists of box gutters. A layer of metal, likely a previously installed gutter, covers the perimeter of the roof. The Studio has a shed roof with common rafters. The roof is covered in lengths of asphalt paper (**Figure 6**). Both the Cottages and Studio have a round metal flue to provide exhaust for interior fireplaces.

**SECTION 2 – VISUAL OBSERVATIONS:** This section of the report describes conditions observed during our site visit on December 16, 2008.

Samples of the roofing materials were taken in three areas: (1) back of Cottage A; (2) joint of Cottage A and Studio; and (3) ridge of Cottage C (**Figures 1-2, 7-8**). The following observations were noted at each location:

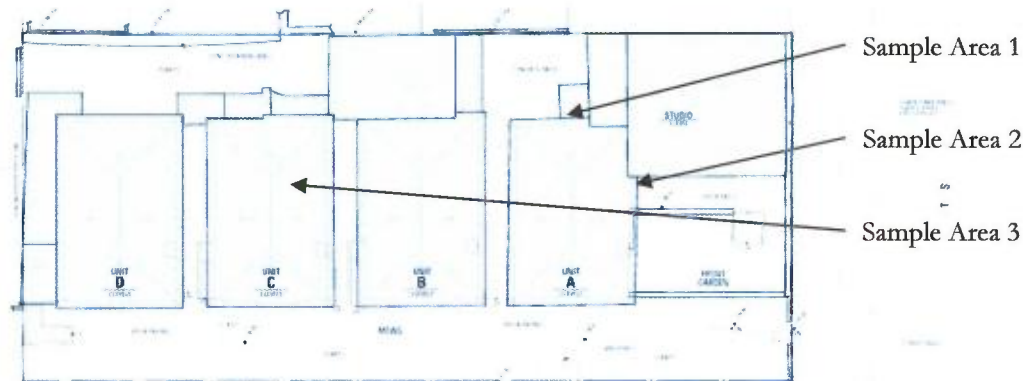


Figure 1. Filbert Cottages existing site plan (Buttrick Wong Architects, 2008).

*Sample Area 1:*

Three layers of roof cladding are visible in this location. Visible layers, starting with earliest material applied to the extant roof framing, include:

- **Wood Shingle and Metal Flashing:** The earliest layer of roof cladding consists of redwood shingles that vary in width between 6 and 8 inches, with an exposure of approximately 10 inches. A painted sheet metal surface is fastened to the top surface of the shingles and continues into the existing gutter.
- **Red Asphalt Shingle and Tar:** Two distinct layers of red asphalt tiles are applied to the surface of the wood shingles. The two distinct roof cladding campaigns are differentiated by a layer of tar applied to the surface of the first asphalt shingle layer.
- **Black Asphalt Shingle:** A single layer of overlapping black asphalt shingles forms the most recent roof cladding applied.

*Sample Area 2:*

All layers of roof cladding at Sample Area 2 were consistent with those noted at Sample Area 1. These layers consist of black asphalt on top, followed by a double layer of red asphalt shingles, tar, a single layer of red asphalt shingles, and finally the wood shingles. The order of the roofing layers should be consistent with sample area 1 and 3.

*Sample Area 3:*

Three layers of roof cladding are visible in this location. Visible layers, starting with earliest material applied to the extant roof framing, include:

- Wood Shingle: The earliest layer of roof cladding consists of redwood shingles that vary in width between 6 and 8 inches (the exposure was unknown at this location). No sheet metal was visible at this sample area.
- Red Asphalt Paper and Tar: Two distinct layers of red asphalt rolled paper are applied to the surface of the wood shingles. The two distinct roof cladding campaigns are differentiated by a layer of tar applied to the surface of the first asphalt paper layer.
- Black Asphalt Shingle: A single layer of rolled black-asphalt sheathing forms the surface material.

Asphalt shingles on Cottages B and D appear to have been recently installed and are in fair condition, and thus no investigative demolition was undertaken at these roofs (**Figure 2**). Asphalt shingles on Cottages A and C are in poor condition with many shingles broken and missing, exposing the different layers of roofing material.

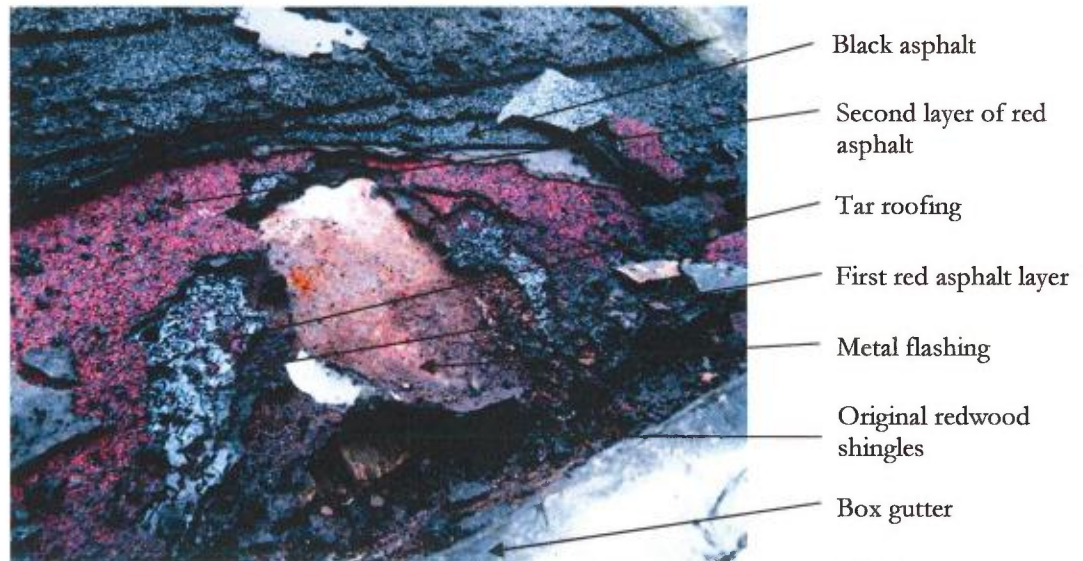


Figure 2. Detail of layers of roofing material at Sample Area 1. Note wood shingles on bottom, followed by metal flashing, red asphalt, tar, another layer of red asphalt and finally black asphalt.



**SECTION 3 – DISCUSSION:** This section is intended to review some of the factors in determining the appropriate solution for repairing the cottage roofs, including proper treatment of a Landmark building under the *Secretary of the Interior's Standards for Rehabilitation*.

*The Secretary of the Interior's Standards for Rehabilitation* (the Standards) are the benchmark by which Federal agencies and many local government bodies evaluate rehabilitative work on historic properties. The Standards are a useful analytic tool for understanding and describing the potential impacts of substantial changes to historic resources. Compliance with the Standards does not determine whether a project would cause a substantial adverse change in the significance of an historic resource. Rather, projects that comply with the Standards benefit from a regulatory presumption that they would have a less-than-significant adverse impact on an historic resource. Projects that do not comply with the Standards may or may not cause a substantial adverse change in the significance of an historic resource.

According to Secretary's Standards 4 and 6, respectively, "Changes to a property that have acquired historic significance in their own right will be retained and preserved," and "deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence."

The Landmark Designation report for the Filbert Cottages establishes the periods of significance as 1907 and 1930s-1972. Historically significant features and materials from the first period of significance (1907) include the wooden shingles found on the roofs of the cottages. The boxed eaves and asphalt and tar roofing materials are historically significant features and materials from the second period of significance (1930s-1972).

In addition, the Filbert Cottages can be compared to the "earthquake shacks" constructed as immediate housing for a population that was left homeless after the 1906 Earthquake and Fire. Like the Filbert Cottages, earthquake shacks were built in rows in a vernacular style with wood roof rafters and purlins covered with wood shingles and round metal flues for chimneys approximately 10" in diameter (**Figures 9-11**). Based on this documentary evidence, it would be appropriate to repair or replace in kind the wood roof rafters, shingles and round metal flues dating from the first period of significance.

Because the boxed eaves and asphalt and tar roofing materials from the second period of significance represent changes to the property that have acquired historic significance in their own right, it would also be appropriate to repair or replace these materials in kind.

**SECTION 4 – RECOMMENDATION:** This section provides guidance on how to proceed with determining the appropriate roof rehabilitation of the subject property.

As discussed in the Context section of this report, the Landmark Designation outlines two distinct periods of significance for the subject property. As such, two alternative treatments are available for the rehabilitation of the roof cladding and one alternative treatment for the chimney that are historically accurate and representative of the cottage's period of

significance. These options are:

*Rehabilitation with Wood Shingles (Typical to the Original Period of Significance, 1907):*

In-kind reinstallation of shingle cladding would constitute a minor alteration under the San Francisco Planning Code, and does not have an impact on the integrity of the historic resource. Page & Turnbull recommends installation of shingles matching the oldest extant layer in finish, dimension, and surface treatment. Shingles characteristic to the earliest period of the cottage's construction are 1/4 inch redwood, 6-8 inches wide, with a rough finish; further analysis would be necessary to determine exact exposure depth. New wood shingles should consist of fire retardant treated Class A assemblies in accordance with CBC Section 1505.6.

*Rehabilitation with Asphalt Shingle (Typical to the Second Period of Significance, 1930s-1972):*

Red asphalt shingles, likely installed by Marian Harwell, would also be an appropriate replacement roof cladding representative of the second period of significance. New asphalt shingles should be designed to match the historic red asphalt in size, color, and installation pattern. Further analysis would be necessary to determine exact exposure depth and surface color. While red asphalt shingles are an appropriate roof cladding, they are not required. Black asphalt shingles would also be an appropriate roof cladding.

*Rehabilitation with Round Metal Flue (Typical of Both Periods of Significance)* a Metalbestos (or equal) flue-pipe style, 10" diameter, with a stainless finish would be appropriate.

Regardless of the cladding material chosen, the boxed eaves should be repaired or replaced in-kind. These eaves represent the historic condition, existing both at the original construction period and during the second period of significance.

Both roof and chimney treatments appear to be consistent with the *Secretary of the Interior's Standards for Rehabilitation*, and as such would not affect the landmark status of the Filbert Cottages.

**SECTION 5 – PHOTOGRAPHS:** This section includes photographs of the Filbert Cottages by Page & Turnbull, December 16, 2008, unless otherwise noted.



Figure 3: View of the primary (west) facades of the cottages and south façade of Cottage A. Note boxed eaves.





Figure 4. View of the primary (west) façade of the studio.



Figure 5. Detail of cottage roofs. Note the round metal flues on the cottages.





Figure 6. Detail of Studio roof. Note the round metal flue in the background.

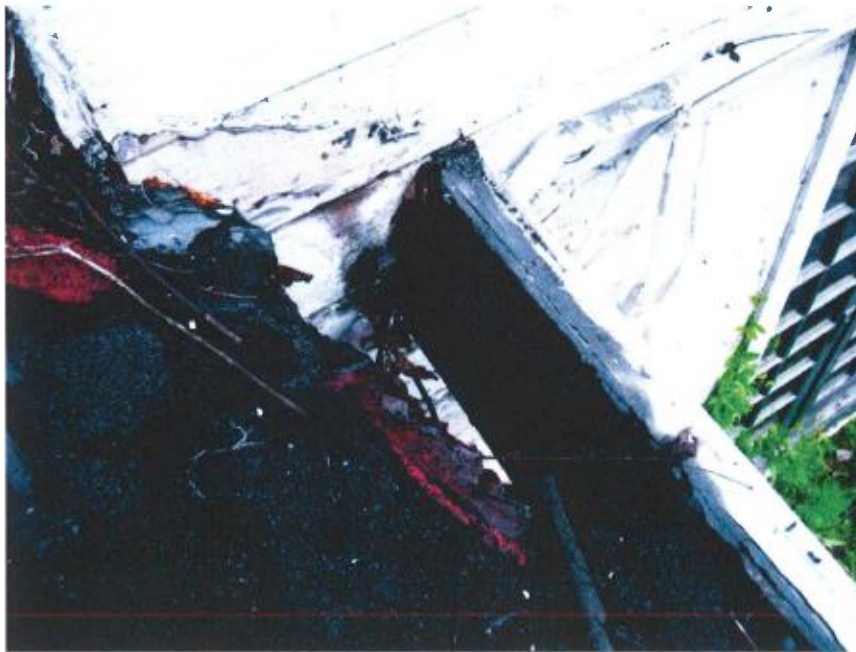


Figure 7. Location of Sample 2 at the joint of Cottage A and Studio.



Figure 8. Location of Sample 3 at the ridge of Cottage C. Sample area is circled in red.



Figure 9. Row of shacks on First Street, 1934. Note shack at left with hipped roof clad in wood shingles (San Francisco History Center, San Francisco Public Library).





Figure 10. Earthquake shack, 1906. Note exposed rafter tails, wood shingles and round flue (San Francisco History Center, San Francisco Public Library).

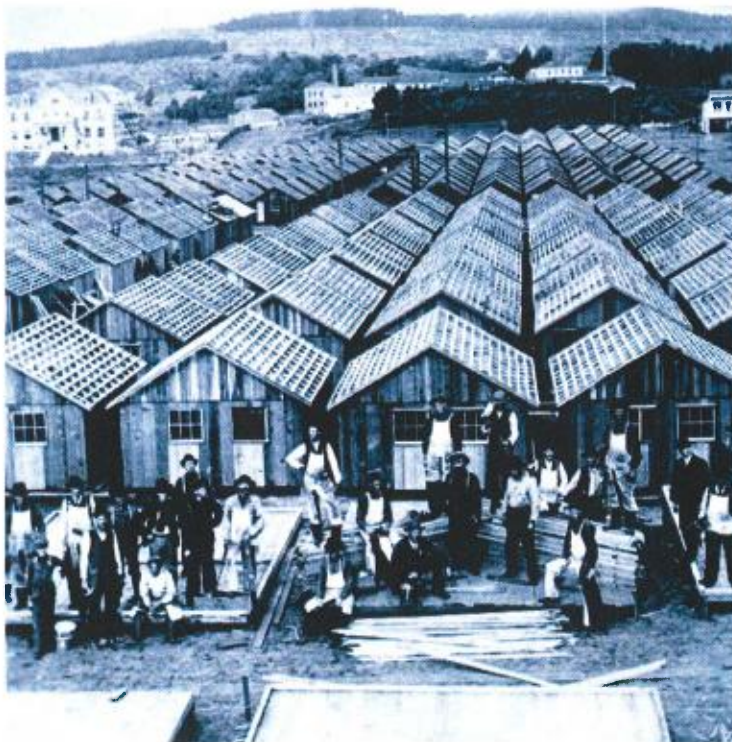


Figure 11. Richmond district refugee camp, 1906. Note roof construction consisting of rafters and purlins (San Francisco History Center, San Francisco Public Library).

## MEMORANDUM

DATE	April 28, 2009	PROJECT NO.	08207
TO	Buttrick Wong Architects	PROJECT NAME	Filbert Cottages
OF	1144 65th Street Unit E Emeryville, CA 94608	FROM	Michael Tornabene Ben Marcus
CC	File; Ruth Todd	VIA	E-mail

### REGARDING: BRICK PAVING OF 1338 FILBERT ST.

This memorandum was prepared by Page & Turnbull at the request of Buttrick Wong Architects to address the treatment of brick paving at the Filbert Street Cottages (1338 Filbert Street).

Currently unoccupied, the Filbert Cottages are being rehabilitated by Buttrick Wong as residential units. To facilitate parking, a below grade parking structure is planned which require excavating under the existing structures. The construction of the parking structure and rehabilitation of the houses will disrupt the site's landscaping, including character defining brick pavement and steps, features deemed significant in the property's 2001 Landmark Designation Report.

Buttrick Wong has requested that Page & Turnbull evaluate means of preserving the brick pavement in place during construction, and specify procedures for selective removal and reinstallation of the historic bricks where necessary. Page & Turnbull conducted site visits on December 16<sup>th</sup>, 2008, and March 12<sup>th</sup>, 2009, to analyze the integrity of the brick paving and review viable alternatives for its preservation.

The following memorandum summarizes the pavement's historic context and significance, describes its current conditions, evaluates options for in-situ protection and selective removal, and makes recommendations for its conservation and post-construction restoration.

#### Context and Site Description

Located in San Francisco's Russian Hill neighborhood, 1338 Filbert Street consists of four cottages in a row built in 1907. Known as "earthquake cottages," the structures were built to provide housing after the 1906 earthquake. A later addition, called the studio, was added to the foremost cottage (Cottage A, closest to the street) in 1943. The brick pavement consists of a walkway that extends the length of the west half of the site. Four small projecting patios connect the entry of each cottage to the walkway; on the opposite side of the walkway are larger patios for each cottage. Brick steps and an elevated brick patio are located in front of the studio.

The Landmark Designation Report for the property establishes the periods of significance as 1907 and 1930s-1972. The landscape of the first period of significance is unknown, and no documentation of it has been found to date. The current landscape features, which are listed in the report as "brick pathways, stairs and patios" appear to date from the second period of significance (1930s-1972) and are established as significant because of their association with Marian Hartwell, an artist and former resident.



Figure 1: View looking south of the brick path and 1907 cottages, at left.



### Visual Observations

The following construction details and conditions of the brick pavement were observed on December 16<sup>th</sup>, 2008, and March 12<sup>th</sup>, 2009:

- The pavement is constructed with common bricks of varying sizes. At least three different sizes of brick were noted.
- Some bricks exhibited a stamp with the letters “C H” (Figure 2).<sup>1</sup>
- All bricks sit upon a compacted sandy soil bed (no evidence of concrete setting bed or slab was found except at the stairs and patio adjacent to the studio) (Figure 3).
- All pavers are set in a “stacked” coursing pattern. Garden plots are bordered by raised brick planters (figure 4).
- Grout was used in all joints between the brick units
- Grout joints are typically ¼ in. or less in the central walkway. Areas of brick patios adjacent to garden plots have joints of varying width.
- Hard concrete (Portland cement) parge coverings were added at some heavily trafficked areas, such as some stairs and patios. At these locations, the original bricks may also have been removed and replaced or reinstalled.
- There is approximately 1122 s.f. of brick paving, broken down into the following areas:
  1. Walkway: 545 s.f.
  2. Projecting patios adjacent to garden plots in front of cottages A, B, & C: 148 s.f.
  3. Patio of cottage D: 209 s.f.
  4. Patio of Studio: 135 s.f. (Figure 5)
  5. Path and Stair to Studio: 85 s.f.
- Deterioration conditions include:
  - Biological growth including algae, moss and higher plants
  - Cracked, spalled and missing masonry units
  - Cracked, eroded and missing mortar joints
  - General soiling of the brick surface



Figure 2: Stamped brick



Figure 3: Bedding is a soil/sand mixture



Figure 4: Walkway showing “stacked” coursing and raised brick planter

<sup>1</sup> Preliminary research revealed that “CH” may not be a manufacturer’s stamp, but that bricks used in the construction of City Hall were stamped “C H.” For information on stamped bricks see “California Bricks,” <http://calbricks.netfirms.com/brick.ch.html>

### Proposed Treatment Options

The Landmark Designation Report establishes the brick paving as a character-defining feature of the property and landscape. As such, the paving must be retained to comply with the guidelines established by *The Secretary of the Interior's Standards for Rehabilitation* (the Standards). Two primary treatment options are viable for the conservation of the extant brick paving. The choice of option is based directly upon the proposed construction activity at or around the paved area. The options are outlined below.

#### *Retain in Place:*

Retention of portions of the pathways and patio (Figure 5) in situ is possible and would be a preferable preservation option. However, because of the adjacent subterranean site work proposed, significant protection must be installed to mitigate potential damage and allow for full restoration. To adequately protect all masonry, the following layers should be installed above the bricks during construction:

- One layer of plastic sheathing
- One layer of 1-2 inch thick polyethylene foam
- One layer of 1 in. plywood over flat surfaces, with at least 4 in. extending past of all masonry surfaces
- 2x4 wood blocking at both sides of raised brick garden plot enclosures. Cover with plywood cut to fit and secure to wood blocking with screws.
- If heavy construction equipment is to be used, add one layer of 4 ft. by 8 ft. Trench Plate® (if no construction or heavy lifting equipment is expected on or adjacent to the existing masonry path-of-travel, a second layer of 1 in. plywood can be substituted for the Trench Plate®)

#### *Remove and Re-install:*

Proposed subterranean site-work at the south eastern portion of the site is likely to damage the brick steps and pathway in that area. In addition, the garden in the courtyard between Cottage A and the Studio (Figure 5) will be removed and replaced in a somewhat different configuration due to the need to add a carlift for access to the garage.

Due to the potential for damage to the historic fabric, a viable treatment option in this area is the removal, salvage, and re-installation of the brick. The loose construction of the historic pavement on a soil/sand bedding would allow for retention of a high percentage of the existing masonry (retention of at least 95% of the individual brick units is anticipated). Masonry units would be removed and salvaged where possible, with new masonry installed to match the historic upon reinstallation where necessary.

### Recommendations

Page & Turnbull recommends preserving the pavement in place where possible using the protective measures outlined above. In areas directly affected by the garage construction, the bricks should be removed and reinstalled. To accomplish this, comprehensive documentation of the brick pavement throughout the site is necessary. The following section outlines procedures for preliminary vegetation removal (necessary for accurate documentation), documentation, brick removal mock-ups, proper storage, and brick reinstallation.



**Figure 5: Garden in between of Cottage A and Studio (lower right). The garden will be reconfigured, and the adjacent steps and walkway will most likely have to be removed and reinstalled.**



*Vegetation Removal*

Currently, the historic brick paving is overgrown with plants, moss and algae which obscure the individual pavers making accurate documentation difficult. Prior to beginning any survey, the pathways and adjacent garden plot areas should be completely cleared of plants. Plant removal should be accomplished without damage to the historic bricks, using hand tools only. Surface dirt, algae, and moss should be removed with a stiff, natural bristle brush. NOTE: chemical biocides, weed killers, or other chemicals should *not* be used during plant removal.

*Documentation of Brick Walkway, Garden Enclosures, Steps and Patio*

Accurate documentation is critical to reproducing the existing configuration and appearance of the brick pavement following rehabilitation of the cottages. Documentation must be completed *before* any demolition or construction work on the site or structures is undertaken. Once the site has been cleared of plants, detailed measured drawings of the brick paver walkways and terraces should be completed.

The survey of the pavement should be performed by personnel trained in producing measured drawings and photogrammetry, and must include the following:

- An overall plan showing the layout and design of the brick walkways, garden enclosures, stairs and terraces, and their relationship to structures, retaining walls, and other features within the site.
- A minimum of three (3) detail plans or high resolution photogrammetric images, keyed to the overall plan, which divide the brick pavement into sections (by brick type and location, for example) in order to document the configuration of individual bricks in greater detail. Detail drawings or photographs should depict each brick, including steps and garden plot enclosures (low walls formed of vertically laid bricks). Information including typical brick size and joint width should be recorded and photographic representation of each brick type in a particular area keyed to the detail sheets.
- Rectified photogrammetric recording of raised features such as stairs, terraces, and garden plot enclosures.

*Brick Removal Mock-ups*

Following documentation, the historic brick pavers which will be directly affected by the construction of the parking garage should be properly removed and stored, with their location noted on drawings. Mock-ups of brick removal and cleaning techniques should be tested on a small area of the pavement before full removal is undertaken. The following are recommended mock-ups for removal and cleaning.

Mock-up 1: Removal in Sections

1. Cut the pavement into 2 foot by 2 foot square sections. Make cuts **ONLY** through mortar joints. Do not cut through brick units.
2. Label section and mark location on corresponding drawings.
3. Dig a small trench approximately one foot down on either side of the sectioned pavement.
4. Insert shovels underneath pavement section and remove section.
5. Remove bricks from one location (i.e. Patios, steps, etc.) at a time. Do not mix different brick types or sizes on a single palette unless they are removed from the same area.
6. Stack brick sections on a wooden or plastic palette (palette bottom should be covered with layers of polyethylene plastic sheet to separate bricks from wood, as rising water, wood rot, and chemically treated wood can stain the masonry).
7. Protect stacked bricks from elements if they are to remain at the site or be exposed to moisture.



Mock-up 2: Piecemeal Removal

1. Define area of bricks to be removed based on location of proposed construction/excavation activities (i.e. 5 square feet of walkway, steps, 10 square feet of patio, etc.).
2. Remove bricks from one location (i.e. Patios, steps, etc.) at a time, taking care to clean and store bricks by brick type and size. Do not mix different brick types or sizes on a single palette unless they are removed from the same area.
3. Pry loose bricks up from the soil bedding using hand tools only to reduce the potential for damage.
4. Remove all loose mortar by hand using a chisel. Tenacious mortar should be removed by chipping only the mortar portion away with a small brick hammer, or with a hammer and sharp masonry chisel. A hand held short stroke pneumatic hammer and chisel may be also be used, though care must be taken not to chip or otherwise damage the brick units. Further testing of mortar removal techniques should be conducted to establish the gentlest and most efficient mortar removal process.
5. Clean bricks of dust and surface soiling using a natural bristle brush and potable water. To preserve the historic appearance and "patina" of the bricks, no wire bristle brushes or chemical cleaners should be used for cleaning.
6. See steps 6 and 7 above.

Reinstallation

Reinstallation of the bricks should take place during the landscaping phase of the project after major construction has been completed. Due to the age of the historic bricks and the desire to preserve their historic appearance, a combination of installation techniques should be used which adequately supports new pavement while protecting the historic masonry units. The following are recommendations for bedding the reinstalled walkway, ensuring proper drainage, rebuilding the steps, and selecting an appropriate grout for joints.

Bedding and Joints

Brick paving can be classified by two basic systems; flexible and rigid. Flexible brick pavements usually consist of mortarless brick paving over a sand setting bed and an aggregate base. Rigid brick pavements generally consist of mortared brick paving over a concrete slab. The extant historic pavement is a unique "combination system," with mortared joints over a compacted soil bedding.

Page & Turnbull recommends reproducing as closely as possible the existing appearance of the pavement in order to retain the status of a character defining feature. This includes reproducing the existing configuration and mortar joints. Because the existing historic walkway is installed on soil alone, the removed bricks should be reinstalled in a manner similar to the historic paving. However, adequate compaction and grading of the soil, combined with appropriate bedding materials such as compacted aggregate base rock and leveling sand will ensure proper drainage. In addition, a soft mortar will retain the current appearance of the joints, yet remain permeable. The following are recommended products and procedures for preparing the base layer and reinstalling the paving bricks.

1. Lay out the guidelines of walkways and steps based on historic configuration of bricks, recorded in previously completed documentation. Historic configuration includes asymmetries such as slightly rotated configuration of the overall paving in relation to buildings, variable joint sizes, etc. Such variations help to retain the historic character of the paving and avoid an overly "restored" look.
2. Dig out the soil to leave room for adequate bedding material. Bedding should include 6-8 inches of compacted aggregate base rock and two inches of bedding sand (total of 8-10 inches). Once subgrade has been excavated, compact the bottom using a mechanical compactor to avoid future settling or heaving of the pavement.

3. Install a 6-8 Inch base layer of compacted aggregate base rock. Aggregate base rock is a dense, graded blend of coarse and fine aggregate which when properly placed and compacted provides a stable base
4. Cover base rock layer with landscaping fabric. Lay the fabric on top of the tamped gravel. Overlap the sheets about 2 inches. Then spread, smooth, and tamp a two inch layer of sand.
5. Dampen sand and draw a straightedge across the sand to smooth it out. Screed the sand, give the surface a slight crown so that water will run off easily. A slope of 1/8 to 1/4 inch per foot is recommended for pavement and stair treads.<sup>2</sup>
6. Use a level to check for proper slope and to make sure the bricks are all at the same height. Lay out bricks taking care to match the "stacked" coursing of the historic pavement.
7. Joint should be filled with a dry, lime based mortar mix rather than plain sand. This will provide a durable surface that matches the historic joint appearance, but allows water to permeate reducing potential ponding on the walkway surface. Sweep dry mortar mix into the joints, remove excess mortar, and sprinkle the surface gently with water until the mix is wet. Repeat the sprinkling process twice at 15-minute intervals to ensure adequate water in the mortar. The mortar will harden within a few hours. Over the following days, dampen the surface once again. The concrete will bond with the sand to form a hard joint.

#### Grout Type

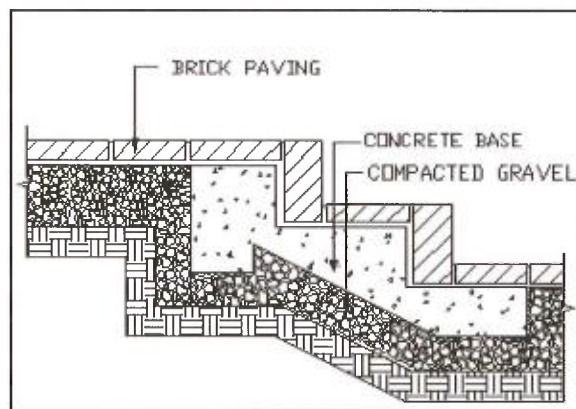
Mortar should conform to ASTM C 270 Specification for Mortar for Unit Masonry. For historic brick paving, a soft mortar is recommended which will reduce potential damage to the brick units from thermal expansion, preferential deterioration and weathering, and cracking. A Type 'O' mortar is recommended consisting of the following component proportions:

- 1 part portland cement;
- 2 parts hydrated lime or lime putty;
- 9 parts washed sand, with color chosen to match the existing historic mortar.

The thickness of the mortar joints should be 1/4 inch to match the joint spacing of the existing historic walkway. Joints in the garden patio areas can vary within an average of 1/4 inch.

#### Stairs

Brick steps should be supported by a concrete base. Deflections or settlement of the support must be minimized to avoid cracking in the brickwork. Figure 5 shows a typical concrete support system for steps. Brick should be adequately bonded to the support or restrained around its perimeter to avoid loosening of units. Mortar is usually used to bond the brick to the concrete. This paving system is very effective when proper materials and installation are used. Dowels or ties into the mortar joints are not necessary since the mortar provides adequate bond. Since the paving assembly is supported on its own footing, an isolation joint should be used between the pavement and steps.



**Figure 6: Typical construction of brick stairs, showing concrete base and aggregate base layer**

<sup>2</sup> Brick Institute of America (BIA). Technical Notes 29 - Brick in Landscape Architecture - Pedestrian Applications, July 1994.

<http://www.gobrick.com/BIA/technotes/t29.htm>. Accessed March 18th, 2009.

Garden Plot Enclosures

Raised brick garden plot enclosures were constructed using bricks laid end-to-end, with the narrow face of the brick mortared to the underlying paver. Where protection in situ is possible, garden plot enclosures should be surrounded by 2 x 4 inch wood blocking at both sides and covered with plywood cut to fit and secured to the wood. Where garden plot enclosures must be removed, especially at the southern portion of the site, accurate reconstruction is necessary. Reconstruction is a simple procedure involving laying a thin band of new mortar bedding at the edge of the underlying pavers, laying bricks end-to-end (narrow face down, leaving 1/4 to 3/8 inch joints between the bricks), and grouting joints using the mixture specified in the previous "Grout Type" section. Bedding joints should be tooled to avoid excess mortar on the surface of the adjacent pavers.

**Conclusion**

In addition to providing expertise in preservation matters, Page & Turnbull was asked to consider issues of sustainability such as increasing the drainage capacity of the pavement system through compacted aggregate base rock and the addition of water permeable joints. We agree that a base layer that increases permeability is an improved approach, and have included recommendations for such a system within the "Bedding and Joints" section. Regarding material for joints, we have recommended that new joint material resemble the existing joint system, which is a hard, likely Portland cement-based mortar. To increase porosity, we have suggested a soft, high sand-content, lime-based mortar that is brushed into joints in dry form, and sets up in place with water. The increased porosity and softness of this mortar should increase water percolation, while retaining the historic appearance of the joints.

The brick pavers at 1338 Filbert Street are a character defining feature listed in the properties' Landmark Designation Report and should be documented, protected and conserved during the planned rehabilitation of the cottages. Where possible, the pavers should be retained in situ and adequately protected. Where construction and excavation will interfere directly with the paving, careful removal, storage, and reinstallation using historically appropriate grouts should be carried out to ensure the preservation of these significant features.



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Historic Resource Evaluation  
Final Draft

Filbert Street Cottages  
1338 Filbert Street  
San Francisco, California

22 July 2009

Prepared for  
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Emeryville, CA

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## I. INTRODUCTION

This Historic Resource Evaluation (HRE) has been prepared at the request of Buttrick Wong Architects for proposed alterations to the Filbert Street Cottages, also known as the Bush Cottages, at 1338 Filbert Street, San Francisco, California. The cottages are situated on Block 524, Lots 31, 32, 33, and 34 in the Russian Hill neighborhood of San Francisco (see Figure 1, site plan). The four original cottages were built in 1907 in a row running north and south. A later addition, called the studio, was added to the foremost cottage (Cottage A, closest to the street) in 1943. Later additions were made to the rear of three of the cottages, probably in 1953. The property also contained a landscaped garden. The exterior of the four original footprint cottages, except for the additions added to the rear of the three cottages, the studio, and certain landscaping features, were determined to be a San Francisco Landmark by the San Francisco Board of Supervisors in 2003 and are therefore considered historic resources for the purposes of review under the California Environmental Quality Act (CEQA).

The current owner of the Filbert Street Cottages proposes to add a three story addition behind the cottages and to construct a subterranean parking garage with a car lift. The exterior of the cottages and studio would be repaired or restored.

This report provides a description and historical context for the cottages, a review of a historic fabric assessment performed by Carey & Co. (August 21, 2006), a review of the door and window survey prepared by ARG (February 15, 2008), and an evaluation of the proposed project under the provisions of CEQA and the *Secretary of the Interior Standards for the Rehabilitation of Historic Properties (Secretary's Standards)*. The project evaluation is based upon design documents dated June 5, 2009, prepared by Buttrick Wong Architects (**Appendix A**).

## II. SUMMARY OF DETERMINATION

The Filbert Street Cottages are designated as San Francisco Landmark #232, and are significant for their association with the aftermath of the 1906 Earthquake and Fire, their association with the life of Marian Hartwell, a faculty member of the California School of Fine Arts (now the San Francisco Art Institute), and as an example of vernacular post-earthquake period architecture with unique siting and court plan. Further discussion of the historical significance of the cottages can be found in the Landmark Designation Report, dated July 12, 2001 (**Appendix B**).

Page & Turnbull did not independently assess the historic significance of the Filbert Street Cottages, but has relied on the Board of Supervisors ordinance and the Landmark Designation Report for determination of significance of the cottages. As a San Francisco Landmark, the property is automatically eligible for inclusion in the California Register of Historic Resources. The cottages are therefore a historic resource under CEQA.

Page & Turnbull has been working with the project team to improve the treatment of the historic cottages and studio, and has reviewed several iterations of the proposed design. The project analysis in this report is based on the most recent design (design documents dated June 5, 2009), which appears to comply with the *Secretary of the Interior's Standards for Rehabilitation* and does not appear to have an impact on historic resources under CEQA.

### III. CURRENT HISTORIC STATUS

The following section examines the national, state, and local historical ratings currently assigned to the Filbert Street Cottages:

#### *National Register of Historic Places*

The National Register of Historic Places (National Register) is the nation's most comprehensive inventory of historic resources. The National Register is administered by the National Park Service and includes buildings, structures, sites, objects, and districts that possess historic, architectural, engineering, archaeological, or cultural significance at the national, state, or local level.

The Filbert Street Cottages are not currently listed in the National Register of Historic Places, and do not appear to have been evaluated for potential eligibility.

#### *California Register of Historical Resources*

The California Register of Historical Resources (California Register) is an inventory of significant architectural, archaeological, and historical resources in the State of California. Resources can be listed in the California Register through a number of methods. State Historical Landmarks and National Register-listed properties are automatically listed in the California Register. Properties can also be nominated to the California Register by local governments, private organizations, or citizens. The evaluative criteria used by the California Register for determining eligibility are closely based on those developed by the National Park Service for the National Register of Historic Places. Properties of local significance that have been designated under a local preservation ordinance (local landmarks or landmark districts) or that have been identified in a local historical resources inventory may be eligible for listing in the California Register and are presumed to be significant resources for purposes of CEQA unless a preponderance of evidence indicates otherwise.

The Filbert Street Cottages are not currently listed in the California Register of Historical Resources, but as a San Francisco Landmark (see below), the property appears to be eligible for listing.

#### *San Francisco City Landmarks*

San Francisco City Landmarks are buildings, properties, structures, sites, districts and objects of "special character or special historical, architectural or aesthetic interest or value and are an important part of the City's historical and architectural heritage."<sup>1</sup> Adopted in 1967 as Article 10 of the City Planning Code, the San Francisco City Landmark program protects listed buildings from inappropriate alterations and demolitions through review by the San Francisco Landmarks Preservation Advisory Board. These properties are important to the city's history and help to provide significant and unique examples of the past that are irreplaceable. In addition, these landmarks help to protect the surrounding neighborhood development and enhance the educational and cultural dimension of the city. As of May 2008, there are 259 landmark sites, eleven historic districts, and nine Structures of Merit in San Francisco that are subject to Article 10.

The Filbert Street Cottages were designated San Francisco Landmark #232, on April 3, 2003, by Ordinance 53-03, effective May 3, 2003. The cottages were determined to meet National Register of Historic Places Criterion A for their association with the aftermath of the 1906 Earthquake and Fire and the post-emergency housing needs of the time, and for their association with important periods in San Francisco art history. The

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<sup>1</sup> San Francisco Planning Department, *Preservation Bulletin No. 9 – Landmarks*. (San Francisco, CA: January 2003)



cottages were found to meet Criterion B for their association with the life of Marian Hartwell, a faculty member of the California School of Fine Arts (now the San Francisco Art Institute). Lastly, the cottages were found to meet Criterion C for embodying distinctive characteristics of vernacular post-earthquake period architecture (wood frame, rusticity, simplicity, informality); the cottages also feature unique siting, a court plan, and Craftsman-period references. The landscape was also found to represent a distinguishable entity under Criterion C. Further discussion of the historical significance of the cottages can be found in the Landmark Designation Report, dated July 12, 2001 (**Appendix B**).

Because the Filbert Street Cottages are a designated landmark under Article 10 of the San Francisco Planning Code, any proposed project on the site must be demonstrated to meet the Secretary of the Interior's Standards, and a Certificate of Appropriateness will be required before a building permit is issued.

#### *Other Studies*

The Filbert Street Cottages were previously studied by Carey & Co. and Architectural Resources Group (ARG). Carey & Co. prepared a Historic Fabric Assessment (August 21, 2006), and ARG completed a door and window survey (February 15, 2008). These reports concurred with the conclusions of the Landmarks Designation Report regarding the significance of the property, and did not include any additional historical research.

#### **IV. EXISTING CONDITIONS**

The Filbert Street Cottages are situated on the north side of Filbert Street between Larkin and Polk Streets in the Russian Hill neighborhood of San Francisco. The property consists of four rectangular-plan cottages with rear additions and one attached rectangular-plan studio, all currently vacant and in poor condition. The site is 62.50' wide and 137.50' deep and is located below the grade of the sidewalk on Filbert Street. The site is nearly flat while the street and sidewalk of Filbert Street have a steep grade. Along Filbert Street the property is bordered by a wooden fence that rests on a stepped brick wall that is below grade. A wooden gate in the fence provides access to concrete steps that descend to a walkway running in front of the cottages. The cottages are arranged in a row running the entire depth of the lot, with the studio at a higher grade than the cottages. The buildings on the property are minimally visible from Filbert Street because they are several feet below grade and blocked from view by a six foot high fence running along the sidewalk at the property line. The sidewalk contains mature street trees that screen almost entirely views to the property from the street.

The site is entered by descending a flight of stairs from Filbert Street to a brick paved path that runs north along the primary (west) facades of the cottages. The west facades contain the entries to the cottages. The brick pathway contains brick-edged planters. At the south end of the site, a brick pathway and flight of stairs lead up to the studio, which is bordered by a brick patio. Because of the change in grade, a concrete retaining wall supports the brick patio. A concrete retaining wall runs along the east edge of the property.

The four cottages are two-story, wood framed structures built in 1907. The cottages are referred to as A, B, C, and D running from Filbert Street to the north of the property. The cottages are roughly rectangular in plan and sit upon concrete foundations. The hipped roofs have shallow overhangs and are clad in asphalt shingles. The walls have horizontal wood siding. Each cottage has two units. Generally, the ground floor units have a living space, a small kitchen, and a bathroom, and are built into the slope of the hill (facing east) with windows on three sides. The lower units are entered directly from the main entry path at the west façade. A somewhat larger unit is located on the second story of each cottage, consisting of a variety of living spaces, a kitchen and bathroom, and windows on all four sides. The upper units are entered from wooden stairs located between the cottages. The rear façade of Cottage B features a non-historic rear addition that abuts

the concrete retaining wall to the east, while the other cottages (which feature smaller non-historic rear additions) each have open space to the rear.

The studio, connected to Cottage A at the front of the property, is also wood framed with a single story and shed roof. It is accessed by a flight of brick stairs leading to a brick terrace off the main pathway. The studio's interior features a large living space and kitchen and is connected to Cottage A by a hallway on the north side of the studio.

Horizontal wood siding is common to all the structures and consists of two profiles of historic siding, either V-groove or rustic drop siding. All four cottages are capped by hipped roofs with shallow overhangs clad in asphalt shingles. Cottage D features boxed eaves, while the eaves of the other cottages are open. Windows vary from structure to structure, and include a mix of multiple-paned, wood-sash fixed and casement windows, double-hung wood-sash windows, and wood-sash awning windows. There are several installations of what appear to be multiple-paned, wood-frame glass doors, with door hardware still intact.

The Landmark Designation Report states that Marian Hartwell made "alterations that allowed increased occupancy, but did so by raising the height of the buildings 22", inserting windows made with older materials, and made interior reconfigurations, thereby retaining the period look and materials of the buildings"<sup>2</sup>. The permit history is fragmentary and without sufficient detail to determine the specifics of the changes Hartwell made in the 1940s and 1950s. No historic photos are contained in the Landmark Designation Report or the DPR form completed in 2001. A search of San Francisco Public Library digital photos did not yield any photos.

### **Landscape**

The site formerly contained landscaping attributed to Hartwell. The Landmark Designation Report and subsequent action by the Board of Supervisors identified a number of landscape elements and plants as part of the landmark designation. Most of the landscape features identified in the Landmark Designation Report were removed in 2001 and 2002 by previous owners, leaving only the brick pathways, steps, patio and brick edged planter boxes intact. Page & Turnbull conducted a site visit on November 30, 2008, and observed that the boxwood trees bordering the studio patio and Cottage A appear to be growing back, while all other plantings designated in the Landmark Designation Report appear to have been removed.

## **V. HISTORIC CONTEXT**

### *Development of Russian Hill*

According to the San Francisco Planning Department, Russian Hill is a roughly rectangular district comprised of more than fifty blocks in an area bounded by Van Ness Avenue to the west, Pacific Avenue to the south, Bay Street to the north and Mason Street to the east. The dominant physical feature of the neighborhood is Russian Hill itself, with a summit that rises to 360 feet at the intersection of Vallejo and Florence Streets. Russian Hill streets can be steep, especially the blocks east of Jones Street and north of Green Street. Indeed, the neighborhood boasts three of the steepest blocks in the city: Filbert, between Leavenworth and Hyde; Jones, between Union and Filbert; and Jones between Green and Union. Several other blocks on Russian Hill were entirely too steep to be graded for vehicular traffic. Stairs still remain today that climb the right-of-ways along Vallejo and Green Streets, between Taylor and Jones, and also Greenwich, between Hyde and Larkin. Like nearby Telegraph Hill, these stair streets have become lush jungle-like gaps in the city due to the dedicated gardening efforts of many of the neighbors. The combined effects of dead-end streets, street stairs

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<sup>2</sup> Landmarks Designation Report, p. 8



and the traffic diverting Broadway Tunnel have contributed to the quiet and occasionally quasi-rural atmosphere of Russian Hill.

Russian Hill was named for the presence of Russian graves noticed by Bayard Taylor in 1849-1850, presumably the graves of Russians living in the Ft. Ross colony, seventy miles to the north. The name Russian Hill was initially applied to the entire ridge rearing up to the west of Yerba Buena Cove. Eventually Nob Hill got its own name and, henceforth, the name Russian Hill referred to the summit located north of Pacific Avenue.

Throughout the first two decades of American rule, Russian Hill remained relatively sparsely populated due to its steep grades; horse-drawn buggies and wagons could only approach the summit from the west. Nevertheless, like Telegraph and Rincon Hills, Russian Hill had excellent views and attracted weekend day trippers who scaled the formidable heights for picnics and panoramic views of downtown, San Francisco Bay, and Marin County.

The first section of Russian Hill to be settled was the Summit, a compact two-block enclave bounded by Jones Street to the west, Green Street to the north, Taylor Street to the east and Broadway to the south. The Summit of Russian Hill contains approximately two-dozen dwellings that are some of the oldest and most significant in San Francisco. From the 1850s to the 1880s, the Summit of Russian Hill was inhabited by a number of prominent individuals, several of whom were active members of San Francisco's artist's colony.

Development of Russian Hill lagged until an easier means of transportation could transverse the hills. The expansion of the cable car system finally reached the portion of Russian Hill near Filbert Street in 1891. The California Street Cable Railroad Company's O'Farrell, Jones and Hyde line began service on February 9, 1891, the last entirely new cable car lines built in the city. The line originally started at O'Farrell and Market and ran on O'Farrell, Jones, Pine, and Hyde to Beach Street.<sup>3</sup> Although the Hyde Street cable car ran just two blocks east of the Filbert Street Cottages, a Sanborn map of 1899 shows about half of the block bounded by Filbert, Polk, Greenwich and Larkin Streets still vacant.

The Summit of Russian Hill was spared from the destruction of 1906 Earthquake and Fire. Most of the block bounded by Broadway, Jones, Green and Taylor was saved, as well as the south side of Green Street between Jones and Leavenworth Streets.

Following the 1906 Earthquake and Fire, the bohemian traditions of the 1890s continued on into the twentieth century, at least on the Summit. The surrounding streets, particularly toward the south and west to Van Ness were quickly reconstructed with dense rows of wood-frame flats and apartment buildings designed in a variety of styles. Prior to the disaster, Russian Hill had ceased to be a desirable residential neighborhood for the city's elite. Following its rapid reconstruction, the surrounding blocks filled up with working-class residents of various ethnic and religious groups and diverse trade affiliations. The higher elevations remained somewhat more desirable, resulting in the construction of more elaborate and expensive apartment buildings closer to the Summit such as the elaborate Tudor Revival complex at 1117-33 Green built in 1909. The majority of the apartment buildings and flats built on Russian Hill did not fit into this category. More typical is a three-story, fourteen-unit Classical Revival apartment building located at 1650 Jones Street. Designed and built in 1907 by architect T. Patterson Ross, 1650 Jones is a typical, if larger than average, example of the relatively inexpensive post-quake construction.

Russian Hill was almost entirely reconstructed within five years of the disaster. Most of the buildings in the neighborhood date from the immediate post-quake reconstruction. Construction after 1906, however, did not just consist of apartment buildings or flats. One of the most interesting examples of post-quake

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<sup>3</sup> (<http://www.streetcar.org/mim/cable/history/index.html>, accessed December 8, 2008 and <http://www.cable-car-guy.com/html/ccocg.html#bec> accessed December 8, 2008.)

reconstruction on Russian Hill is a row of three Tudor Revival cottages perched high atop a concrete retaining wall at 1135-39 Green Street. The cottages were designed by architect Maxwell G. Bugbee and constructed in 1909. Like 1338 Filbert Street, these cottages are all located on a single lot and are perpendicular in their orientation to the street. They replaced a similar cluster of cottages that were destroyed in 1906.

The 1915 Sanborn Map reveals that most of Russian Hill was solidly reconstructed. Nothing changed physically or socially in the neighborhood until the late 1920s, when developers began constructing several high-rise concrete apartment buildings in the area. The Spanish Colonial Revival apartment buildings built at 945, 947 and 1101 Green Street were initially quite controversial with Russian Hill residents, much as the 1960s high rises would be 40 years later. The 1920s also witnessed the construction of a booming commercial district on Upper Polk Street. One of the monuments of this era is the Alhambra Theater at 2320-36 Polk Street, designed by architect Timothy Pflueger and completed in 1926.

Between the late 1920s and early 1960s, Russian Hill remained largely unchanged physically. With very few exceptions, the neighborhood had long since been built out. During the Depression and the Second World War, very little new construction occurred. As the post-quake apartment buildings erected in the years immediately following 1906 aged, many owners began to remodel them. During the 1930s and 1940s, many buildings were either partially or fully stripped of their original siding and covered in stucco, a much more durable material. Other buildings were more systematically remodeled in the Art Deco or Streamline Moderne styles.

The 1960s witnessed one of the greatest periods of upheaval on Russian Hill as dozens of longtime residents fought a second and much more threatening wave of high-rise development. Although a half-dozen major buildings were constructed, including the twenty-five-story Summit at 999 Green (designed by Anshen & Allen in 1964) and the Royal Towers at 1750 Taylor (designed in 1965), a major battle erupted over the proposed construction of a massive project on the block bounded by Larkin, Hyde, Chestnut and Lombard Streets in 1972. The project called for the construction of two separate high-rise apartments, one 25 stories and the other, 31 stories. After a series of protracted battles at the San Francisco Planning Commission and the Board of Supervisors, the project was ultimately defeated and a height limit of 40 feet was enacted for Russian Hill.

With a limit of 40 feet in place, there is not much incentive to demolish functional residential buildings that are already at this height or taller, and Russian Hill has therefore undergone few physical changes since the 1970s. Socially, Russian Hill remains a diverse neighborhood with a mixture of ethnic groups and income levels. Over the past three decades, Chinese immigrants have moved from Chinatown to Russian Hill. Meanwhile, unlike many more transient neighborhoods, many long-time residents have remained on Russian Hill, particularly at the Summit, where family ownership patterns have ensured the preservation of many historic buildings and landscape features.

#### *Site History*

According to the Landmark Designation Report, before the 1906 Earthquake and Fire, the property consisted of two lots, each containing a residence. Peter Mathews, a gardener, milkman and laborer lived at one of the houses. William Bush, a butcher, lived in the other house along with his wife, Mary E. Mathews, Peter Mathew's daughter. Ownership of the property transferred to Mary in 1887 and later to William Bush. After the 1906 Earthquake and Fire, William Bush requested permits to build the Filbert Street cottages as rental housing. The 1907 building permit includes rough sketches of the placement of four 20' x 30' wood frame buildings. A 1979 permit states that the cottages were originally constructed as single-family residences, each one-story with a basement for storage. 1907 water records show four families with four basins, baths, and water closets. The property remained in the Bush family until 1946, when it was sold to Marian Hartwell.



Marian Hartwell was a faculty member at the California School of Fine Arts until 1940. In 1943, Hartwell, then a renter, built an addition to Cottage A to use as an art studio and classroom for her School of Basic Design and Color. The other cottages were used to house her students and other renters. Hartwell purchased the property in 1946, and in the 1950s she added the additions to the rear and reconfigured the cottages into ten units. She also added the brick walkways, patios and landscaping.

Although additions to the rear of the cottages and other structural changes have been made over the decades, the 2001 Landmark Designation Report only chronicles the alterations to the four original cottages and the studio as they existed during the period of significance.

## VI. EVALUATION

Page and Turnbull did not independently assess the historic significance of the Filbert Street Cottages since the Filbert Street Cottages were designated San Francisco Landmark #232, on April 3, 2003, by Ordinance 53-03, effective May 3, 2003. The Board of Supervisors incorporated the Landmark Designation Report dated July 12, 2001, into the ordinance; that report found that the cottages meet several National Register of Historic Places criteria for Historic Significance.

The National Register of Historic Places (National Register) is the nation's most comprehensive inventory of historic resources. The National Register is administered by the National Park Service and includes buildings, structures, sites, objects, and districts that possess historic, architectural, engineering, archaeological, or cultural significance at the national, state, or local level. Resources are eligible for the National Register if they meet any one of the four criteria of significance and if they sufficiently retain historic integrity. However, resources under fifty years of age can be determined eligible if it can be demonstrated that they are of "exceptional importance," or if they are contributors to a potential historic district. The four criteria serve as a guide in evaluating historic properties that may be significant to local, state or national history and therefore worthy of designation.

National Register criteria are defined in depth in *National Register Bulletin Number 15: How to Apply the National Register Criteria for Evaluation*. There are four basic criteria under which a structure, site, building, district, or object can be considered eligible for listing in the National Register. These criteria are:

Criterion A (Event): Properties associated with events that have made a significant contribution to the broad patterns of our history;

Criterion B (Person): Properties associated with the lives of persons significant in our past;

Criterion C (Design/Construction): Properties that embody the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant distinguishable entity whose components lack individual distinction; and

Criterion D (Information Potential): Properties that have yielded, or may be likely to yield, information important in prehistory or history.

The following sections provide a summary of previous evaluations of the significance of the Filbert Street Cottages:

*San Francisco Landmark Designation Report (July 12, 2001)*

The Landmark Designation Report asserted that the cottages meet three of the National Register criteria:

Criterion A, for being associated with the aftermath of the 1906 Earthquake and Fire and the post-emergency housing needs of the time, and for being associated with important periods in San Francisco art history.

Criterion B, for their association with the life of Marian Hartwell, a faculty member of the California School of Fine Arts.

Criterion C, for embodying distinctive characteristics of vernacular post-earthquake period architecture (wood frame, rusticity, simplicity, informality), unique siting, a court plan, and craftsman-period references. The landscape was found to represent a distinguishable entity under Criterion C.

Ordinance 53-03 passed by the Board of Supervisors states in finding number 13 that the Landmark Designation Report dated June 14, 2001, as amended on July 12, 2001, "is hereby incorporated by reference as if fully set forth herein." Thus the Board of Supervisors essentially stated that the resource is National Register-eligible, although such a determination can only be officially made by the State Historical Resources Board and the Keeper of the National Register.

The ordinance states that the features to be preserved are those generally described in the Landmark Designation Report (case No 2001.0232L). That report, dated July 21, 2001, finds that the particular features that should be preserved are:

1. Exterior of the four original footprint cottages, including the 22" additions to the height (1951), and excluding the rear additions (probably 1953) to Cottages B, C, and D.
2. Studio addition to Cottage A with entry patio (1943).
3. Landscaping features:

- Grapestake fence and stepped brick wall under it
- Brick pathways and stairways
- Brick patios
- Boxwood hedges throughout
- 2 plum trees, southern property line
- 3 leptospermum (Australian Tea) trees, trimmed as hedge over the fence
- Japanese maple tree, Cottage A courtyard
- Mature magnolia, east property line
- Flowering shrubs, west of walkway

The additions made to the rear of Cottages B, C and D are specifically excluded from the list of features to be preserved.

Further discussion of the historical significance of the cottages and features to be preserved can be found in the Landmark Designation Report, dated July 12, 2001 (**Appendix B**).

Carey & Co., *Historic Fabric Assessment* (August 21, 2006)

Carey & Co performed a Historic Fabric Assessment on the cottages and their conclusions are contained in a report dated August 21, 2006. This historic fabric report can be used to help determine the character defining features of the property and the specific features that are historically significant. Such features should be treated according to the *Secretary of Interior Standards for Rehabilitation*.

The report was based on observations of the visible features during visits in February, March and August 2006 and the description contained in the Landmark Designation Report. Carey & Co. did not conduct independent historical research and did not conduct any destructive testing. Carey & Co. used a three-tiered historic value rating system (Significant, Contributing, Non-contributing) and a three tiered condition rating system (Good, Fair, Poor). In Carey & Co.'s opinion, features that are Significant or Contributing have sufficient historic character to contribute to the overall significance and interpretation of the property.

The features and elements that are significant and contributing in the Carey & Co, report are:

- Scale /Proportion: The two-story detached massing of the four cottages.
- Wood Cladding: Horizontal wood siding in either v-groove or rustic drop siding (cove). All other siding is not historic.
- Roof Form: Wood-framed hipped roof for the cottage and large span shed roof for the studio clad with composition shingles.
- Boxed Eaves/Gutter: Angled fascia boards with smooth mitered connections and enclosed soffits.
- Concrete Foundations: Lower units with board-formed battered and stepped concrete foundation wall at the interiors.
- Wood Framing: Wood frame construction including large diameter floor joists.
- Door and Window Trim: Door and window trim of simple 6" surrounds are contributing but narrower surrounds are not.
- Windows:
  - Wood casement windows flanking the door on the lower units.
  - Wood double hung windows on Cottages A, B and C.
  - Fixed windows on Cottages A and C.
  - Salvaged doors used as windows on Cottages B and C.
- Doors: Staked glazed entry to the lower level of Cottages A and C.<sup>4</sup>
- Interior Door and Window Trim: Significant wood window and door trim is limited to surrounds four inches or more in width. Most door trim is narrow, modern trim and is non-contributing.

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<sup>4</sup> Carey & Co said that the Wood Porch and Access Stairs only on Cottage C are *potentially* contributing.



- Casework: Built-in casework on the lower units includes wood shelving integrated with the battered foundation walls, and kitchen cabinet elements.

Further discussion of the significant features of the cottages can be found in the Carey & Co. Historic Fabric Assessment, dated August 21, 2006 (**Appendix C**).

*Architectural Resources Group, Door and Window Survey (February 15, 2008)*

Architectural Resources Group (ARG) conducted a survey of the doors and windows at the cottages on February 4, 2008 to assess whether the doors and windows are historic and—of those that are judged to be historic—to evaluate whether the door or window is repairable. Doors and windows were considered to be historic if they appeared to have been installed during the periods of significance. As part of the survey, windows and doors were classified into three condition categories: good, fair and poor. Based on the condition, each door or window was then placed in a treatment category: repair, replace in kind, or not historic. ARG did not conduct independent historical research and concluded in their report dated February 15, 2006, that most of the windows at the cottages are historic and should be retained after being repaired to working order. Several of the historic windows were in a severe state of deterioration and should be replaced in kind. Most of the doors are not historic, but those that are should be retained and repaired. The historic doors and windows identified by ARG should be treated according to the *Secretary of Interior Standards for Rehabilitation*.

Further discussion of the condition of the doors and windows of the cottages can be found in the ARG Door and Window Survey, dated February 15, 2008 (**Appendix D**).

*Conclusion*

After conducting a site visit on November 30, 2008, Page & Turnbull concurs with Carey & Co.'s list of significant and contributing features and elements identified above, with the exception of the built-in casework, which lacks distinction and is in poor condition. Additionally, Page & Turnbull agrees with ARG's assessment of the historic doors and windows. It should be noted that the doors and windows have further deteriorated since the ARG site visit was conducted on February 4, 2008. Page & Turnbull also observed that of the landscape features identified in the Landmark Designation Report that were cut down in 2001 and 2002 by the previous owners, the boxwood trees planted along the Studio patio and Cottage A appear to be growing back. All other plantings identified in the Landmark Designation Report no longer exist. Further discussion of the condition and significance of the landscaping can be found in the significance diagrams prepared by Page & Turnbull (**Appendix E**).

Although in poor condition, Page & Turnbull believes that the property retains the essential physical features that made up its appearance during the period of significance, identified as 1907 and 1930s-1972 in the Landmark Designation Report. The property has lost some historic materials through physical deterioration; however, it retains a majority of the features that illustrate its style in terms of the massing, spatial relationships, proportions, pattern of windows and doors, texture of materials, and utilitarian ornamentation. The property as a whole retains its essential physical features that enable it to convey its significance. Despite its poor condition, the cottages retain their integrity of location, setting, design, materials, workmanship, feeling, and association.

## VII. PROJECT SPECIFIC IMPACTS

This section analyzes the proposed project and whether it complies with the Secretary Standards for Rehabilitation.

### *Proposed Project*

The current owner of the Filbert Street Cottages proposes to renovate the cottages and return them to single-family use. The proposed project includes constructing a new three-story addition to the rear of the cottages, changing the interiors, raising the cottages slightly to bring their foundation slabs above grade, excavating underneath and around the cottages to accommodate a new garage, and altering some landscape elements.

The project sponsor proposes to demolish the non-historic one-story rear additions of Cottages B, C and D and the non-historic addition at the north side of Cottage D. A new three story, rectangular-plan addition would be constructed at the rear of the cottages, and would abut the retaining wall to the east. The roofline of the addition would be higher than that of the cottages, but lower than the highest portion of the existing retaining wall to minimize its visibility from the street. The height of the proposed addition is largely driven by the floor heights of the existing cottages, which reflects the desire for seamless circulation and spatial transitions between old and new. The addition would be clad in a horizontal rain screen and would be punctuated by large rectangular aluminum frame windows. The rear façade of the addition facing the adjacent property would be screened with a wood trellis. The addition would be capped by a ballasted flat roof. The three story addition would contain mechanical rooms, laundry rooms and bathrooms on the first floor. Kitchens would be located on the second floor and the third floor would contain additional bedrooms and bathrooms.

The interiors of the cottages would be reconfigured as part of the rehabilitation, and existing interior partitions (which do not appear to be historic) would be removed. The ground level of the cottages would be excavated to provide additional living space and would be reconfigured to contain a family room/media room and bedroom. The second level of the cottages would contain a living room/dining room and bathroom in Cottages B, C and D, while Cottage A would contain a bedroom and bathrooms. Cottage A would connect with the studio, which would contain a living room/dining room and a stair providing access to a loft in the third floor of the new addition. Wherever possible, the new rear addition would feature floor heights at the same level as those of the existing cottages to provide a seamless interior transition between the two. Cottages B, C, and D and the studio would each contain a new fireplace, which would replace the existing fireplaces in approximately the same location; the existing fireplace in Cottage A would be removed. Existing kitchen and bathroom fixtures would be removed.

The composition shingle roofing, which is in poor condition, would be replaced with new asphalt shingles. Historically, the cottages have featured both wood shingles and composition shingles, and the new shingles would be designed to match the old in size and shape. (See Appendix F).

The foundation slabs of the cottages are currently below grade, which is causing deterioration of the wood siding near the base of the buildings. The cottages would therefore be raised slightly to bring their foundation slabs above grade. Each building would be raised from the bottom by approximately seven inches as part of the re-grading of the site; the cottages are all slightly different heights, and would be raised by varying amounts (see Table 1). The height of the studio would also be raised slightly: a raised roof addition would be constructed at the studio's east wall to accommodate stair access to the third floor of the Cottage A addition, and the roof of the studio would be raised to add new flashing at the clerestory windows. Two 7" boards to match the existing would be installed just above the windows on the west façade to accomplish these changes.

Table 1. Summary of proposed height changes to cottages

	Height Above Grade		
	<i>Existing</i>	<i>Proposed</i>	<i>Difference</i>
<b>Cottage A</b>	23'-3 1/2"	23'-10"	6 1/2"
<b>Cottage B</b>	23'-6"	24'-0 1/2"	6 1/2"
<b>Cottage C</b>	23'-2"	23'-8 1/2"	6 1/2"
<b>Cottage D</b>	24'-2"	24'-9"	7"
<b>Studio</b>	14'-10"	16'-0"	14 1/2" (relationship to Cottage A only changes by 8 1/4")

A new subterranean eight-car parking garage with additional space for tenant storage would be constructed underneath the footprint of the cottages and addition above. Vehicular access to the garage would be provided by a car lift that would be located at the south side of the property. In the open position, the car lift would raise from the basement to allow vehicular entry. When in the closed position, the roof of the car lift would be level with the ground. The roof of the car lift would be sloped in relation to the site and would have a planted canopy. Pedestrian access to the garage would be provided by stairs located at the northwest and southwest corners of the garage and would lead to the front and rear of the garden. Each condo unit would have access to the garage via a private internal stairway. The stairways are all located in the new addition, with the exception of one, which is located at the west end of Cottage A.

As part of the excavation for the new parking garage, the project sponsor proposes a grade change between the cottages. The site is currently sloped considerably, and would be re-graded to provide flat access to the new addition behind the cottages. A fence would be installed between Cottages A and B and Cottages C and D to screen the newly graded areas and the new three-story addition. New door openings would be cut in the secondary facades of each cottage to provide additional egress. The existing stairways to the second floors of the cottages would all be removed. A new concrete stairway in a similar configuration to the existing would be installed between Cottages B and C, and a new wood stairway at the northwest corner of Cottage D would be installed to match the existing.

The brick pathway that runs north along the west facing elevations of the cottages and brick patio bordering the studio would be retained. To accommodate the excavation for the subterranean garage, the brick paving would either be protected in place during construction or carefully removed and reinstalled to exactly match the existing orientation and paving pattern (see Appendix G). The brick stairway leading to the studio would be relocated adjacent to Cottage A, and the low concrete retaining wall to the west would be removed. The planted areas next to the brick path would be filled with new plant material similar in size, species, and location to the plantings listed in the Landmark Designation Report. The grapestake fence over the stepped brick wall would be reconstructed and a new gate to allow car access would be added.

#### *California Environment Quality Act (CEQA)*

The California Environment Quality Act (CEQA) is state legislation (Pub. Res. Code §21000 et seq.), which provides for the development and maintenance of a high quality environment for the present-day and future through the identification of significant environmental effects.<sup>5</sup> CEQA applies to "projects" proposed to be undertaken or requiring approval from state or local government agencies. "Projects" are defined as "...activities which have the potential to have a physical impact on the environment and may include the

<sup>5</sup> State of California, California Environmental Quality Act, [http://ceres.ca.gov/topic/env\\_law/ceqa/summary.html](http://ceres.ca.gov/topic/env_law/ceqa/summary.html), accessed 31 August 2007.



enactment of zoning ordinances, the issuance of conditional use permits and the approval of tentative subdivision maps.”<sup>6</sup> Historic and cultural resources are considered to be part of the environment. In general, the lead agency must complete the environmental review process as required by CEQA. In the case of the proposed project at the Filbert Street Cottages, the City of San Francisco will act as the lead agency.

According to CEQA, a “project with an effect that may cause a substantial adverse change in the significance of an historic resource is a project that may have a significant effect on the environment.”<sup>7</sup> Substantial adverse change is defined as: “physical demolition, destruction, relocation, or alteration of the resource or its immediate surroundings such that the significance of an historic resource would be materially impaired.”<sup>8</sup> The significance of an historical resource is materially impaired when a project “demolishes or materially alters in an adverse manner those physical characteristics of an historical resource that convey its historical significance” and that justify or account for its inclusion in, or eligibility for inclusion in, the California Register.<sup>9</sup> Thus, a project may cause a substantial change in a historic resource but still not have a significant adverse effect on the environment as defined by CEQA as long as the impact of the change on the historic resource is determined to be less-than-significant, negligible, neutral or even beneficial.

A building may qualify as a historic resource if it falls within at least one of four categories listed in CEQA Guidelines Section 15064.5(a), which are defined as:

1. A resource listed in, or determined to be eligible by the State Historical Resources Commission, for listing in the California Register of Historical Resources (Pub. Res. Code SS5024.1, Title 14 CCR, Section 4850 et seq.).
2. A resource included in a local register of historical resources, as defined in Section 5020.1(k) of the Public Resources Code or identified as significant in an historical resource survey meeting the requirements of section 5024.1 (g) of the Public Resources Code, shall be presumed to be historically or culturally significant. Public agencies must treat any such resource as significant unless the preponderance of evidence demonstrates that it is not historically or culturally significant.
3. Any object, building, structure, site, area, place, record, or manuscript which a lead agency determines to be historically significant or significant in the architectural, engineering, scientific, economic, agricultural, educational, social, political, military, or cultural annals of California may be considered to be an historical resource, provided the lead agency’s determination is supported by substantial evidence in light of the whole record. Generally, a resource shall be considered by the lead agency to be “historically significant” if the resource meets the criteria for listing on the California Register of Historical Resources (Pub. Res. Code SS5024.1, Title 14 CCR, Section 4852).
4. The fact that a resource is not listed in, or determined to be eligible for listing in the California Register of Historical Resources, not included in a local register of historical resources (pursuant to section 5020.1(k) of the Pub. Resources Code), or identified in an historical resources survey (meeting the criteria in section 5024.1(g) of the Pub. Resources Code) does not preclude a lead agency from determining that the resource may be an historical resource as defined in Pub. Resources Code sections 5020.1(j) or 5024.1.<sup>10</sup>

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<sup>6</sup> Ibid.

<sup>7</sup> CEQA Guidelines subsection 15064.5(b).

<sup>8</sup> CEQA Guidelines subsection 15064.5(b)(1).

<sup>9</sup> CEQA Guidelines subsection 15064.5(b)(2).

<sup>10</sup> Pub. Res. Code SS5024.1, Title 14 CCR, Section 4850 et seq.



The Filbert Street Cottages are San Francisco Landmark #232, and is thus included in the local register of historical resources. As such, the property falls within category 2 and therefore appears to qualify as a historic resource under CEQA.<sup>11</sup>

*City and County of San Francisco Planning Department CEQA Review Procedures for Historic Resources*

As a certified local government and the lead agency in CEQA determinations, the City and County of San Francisco has instituted guidelines for initiating CEQA review of historic resources. The San Francisco Planning Department's "CEQA Review Procedures for Historical Resources" incorporates the State's CEQA Guidelines into the City's existing regulatory framework.<sup>12</sup> To facilitate the review process, the Planning Department has established the following categories to establish the baseline significance of historic properties based on their inclusion within cultural resource surveys and/or historic districts:

- **Category A – Historical Resources is divided into two sub-categories:**
  - **Category A.1 – Resources listed on or formally determined to be eligible for the California Register.** These properties will be evaluated as historical resources for purposes of CEQA. Only the removal of the property's status as listed in or determined to be eligible for listing in the California Register of Historic Resources by the California Historic Resources Commission will preclude evaluation of the property as an historical resource under CEQA.
  - **Category A.2 – Adopted local registers, and properties that have been determined to appear or may become eligible, for the California Register.** These properties will be evaluated as historical resources for purposes of CEQA. Only a preponderance of the evidence demonstrating that the resource is not historically or culturally significant will preclude evaluation of the property as an historical resource. In the case of Category A.2 resources included in an adopted survey or local register, generally the "preponderance of the evidence" must consist of evidence that the appropriate decision-maker has determined that the resource should no longer be included in the adopted survey or register. Where there is substantiated and uncontroverted evidence of an error in professional judgment, of a clear mistake or that the property has been destroyed, this may also be considered a "preponderance of the evidence that the property is not an historical resource."
- **Category B - Properties Requiring Further Consultation and Review.** Properties that do not meet the criteria for listing in Categories A.1 or A.2, but for which the City has information indicating that further consultation and review will be required for evaluation whether a property is an historical resource for the purposes of CEQA.
- **Category C - Properties Determined Not To Be Historical Resources or Properties For Which The City Has No Information indicating that the Property is an Historical Resource.** Properties that have been affirmatively determined not to be historical resources, properties less than 50 years of age, and properties for which the City has no information.<sup>13</sup>

<sup>11</sup> According to CEQA Guidelines Section 15064.5(a), Category 3: "Generally, a resource shall be considered by the lead agency to be "historically significant" if the resource meets the criteria for listing on the California Register of Historical Resources."

<sup>12</sup> San Francisco Planning Department, *San Francisco Preservation Bulletin No. 16: City and County of San Francisco Planning Department CEQA Review Procedures for Historic Resources* (October 8, 2004).

<sup>13</sup> San Francisco Planning Department, "San Francisco Preservation Bulletin No. 16 – CEQA and Historical Resources" (May 5, 2004) 3-4.

The Filbert Street Cottages are designated as San Francisco Landmark #232, and are thus included in Article 10 of the San Francisco Planning Code, which qualifies as an adopted local register. Consequently, the Filbert Street Cottages are classified under **Category A.2 – Adopted local registers, and properties that have been determined to appear or may become eligible, for the California Register**, and are therefore considered by the City and County of San Francisco to be a historic resource under CEQA.

*Compliance with the Secretary of the Interior's Standards for the Treatment of Historic Properties*

*The Secretary of the Interior's Standards for the Treatment of Historic Properties* (the Standards) are the benchmark by which Federal agencies and many local government bodies evaluate rehabilitative work on historic properties. The Standards are a useful analytic tool for understanding and describing the potential impacts of substantial changes to historic resources. Compliance with the Standards does not determine whether a project would cause a substantial adverse change in the significance of an historic resource. Rather, projects that comply with the Standards benefit from a regulatory presumption under CEQA that they would have a less-than-significant impact on an historic resource. Projects that do not comply with the Standards may or may not cause a substantial adverse change in the significance of an historic resource.

The following analysis applies each of the Standards to the proposed project at the Filbert Street Cottages. The analysis is based upon design documents dated June 5, 2009, prepared by Buttrick Wong Architects (**Appendix A**). The findings are summarized in Table 2.

**Rehabilitation Standard 1:** *A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces and spatial relationships.*

The Filbert Street Cottages would continue to be used for residential purposes, although as owner-occupied units instead of rentals as during the period of significance. The continued residential use makes the project comply with Rehabilitation Standard 1.

**Rehabilitation Standard 2:** *The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces and spatial relationships that characterize the property will be avoided.*

The one-story rear additions located behind Cottages B, C and D would be demolished as part of the proposed project. As these additions are non-contributing, distinctive materials would not be removed and spaces and spatial relationships that characterize that portion of the property would not be impacted. It appears that the new addition would not require the removal of a significant amount of the cottages' distinctive materials, and any necessary removal would occur at the rear of the cottages. Some historic fabric would be removed to accommodate the grade changes and new door and window openings on the secondary facades, but would not significantly alter the character of the property. Additionally, existing openings at the rear of the cottages would be retained and used to access the new addition.

The new three-story addition would be located at the rear of the cottages to minimize its impact on the Filbert Street Cottages, and would preserve the spatial relationships of the cottages as a row of semi-detached individual units. Since the height of the upper levels of the addition takes its cue from the 9'-0" nominal floor height, it would not overshadow the historic character of the cottages. Although the new addition would be taller than the cottages, it would be lower than the highest point of the existing retaining wall, and thus would not greatly affect the cottages' setting. The new three-story addition would be minimally visible from the street and the historic brick pathway, and visualizations of the site illustrate that the pedestrian perception of the cottages would not be impacted. The attachment of the new addition to the cottages would not require the removal of distinctive features or materials. While a small portion of the studio roof would be removed



to accommodate a raised roof stair addition that provides stair access to the third floor of the Cottage A addition, this action would not significantly alter the property's distinctive features.

The cottages would be raised slightly to bring their foundation slabs above grade. Each building would be raised from the bottom by approximately seven inches as part of the re-grading of the site, but the overall proportions and spatial relationships of each cottage would be retained and preserved (see Table 1). The roof of the studio would be raised slightly to add new flashing at the clerestory windows, and two 7" boards to match the existing would be installed just above the windows on the west façade to accomplish this change. The alterations at the studio would not significantly affect the relationship between the studio and Cottage A (due to the proposed grade changes, the relative height of the studio and Cottage A would change by eight inches).

The proposed project requires grading the area between Cottages A and B and Cottages C and D—currently sloped—in order to achieve level access to the new three-story addition at the rear of the property. A fence would be installed between Cottages A and B and Cottages C and D to screen the newly graded areas and the new three-story addition to preserve the spatial relationship of the cottages to the site. A new concrete stairway in a similar configuration to the existing would be installed between Cottages B and C, and a new wood stairway at the northwest corner of Cottage D would be installed to match the existing.

The proposed landscape changes to the site would also preserve the historic character of the property, and would not result in the removal of distinctive features. The brick paving is a character-defining feature of the site, and would be retained as part of the proposed project. The brick stairway near the studio would be moved to accommodate the new car lift; this would not result in the loss of historic character, as the stairway would be relocated just north of its current location. New plantings would be located in the historic planting beds and would feature specimens similar in size and species to the original.

The scale and spatial relationships of the cottages would be retained, and the new three-story addition would not diminish the integrity of setting of the property. Therefore, as designed, the project complies with Rehabilitation Standard 2.

**Rehabilitation Standard 3:** *Each property will be recognized as a physical record of its time, place and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historical properties, will not be undertaken.*

The proposed project does not include adding features that create a false sense of historical development. No conjectural features or elements from other historical properties would be added. As designed, the proposed project therefore complies with Rehabilitation Standard 3.

**Rehabilitation Standard 4:** *Changes to a property that have acquired significance in their own right will be retained and preserved.*

At the Filbert Street Cottages, changes which have acquired significance in their own right include the 1943 studio addition, the 22" raised height (1951), alterations to the windows, and the landscaping and brick paving (all of which are called out as significant in the Landmark Designation Report).

The proposed project would retain and preserve the 1943 studio addition. The project would also retain and repair all existing windows on the primary (west) facades of the cottages, with the exception of the second story of Cottage C, where a salvaged multi-pane, wood-sash window similar to the existing adjacent windows would replace the existing wood-frame, plate glass window. Doors on the primary facades would also be retained and repaired. The door on Cottage B is deteriorated beyond repair and would be replaced in kind.

In addition, the boxed eaves, brick patios and pathways would be retained and preserved. The proposed project does require the relocation of the brick stair, which provides access to the studio at the east side of the property.

Significant later additions to the Filbert Street Cottages would largely be retained and preserved, and therefore the project complies with Rehabilitation Standard 4.

**Rehabilitation Standard 5:** *Distinctive materials, features, finishes and construction techniques or examples of craftsmanship that characterize a property will be preserved.*

The rehabilitation of the cottages would be undertaken in a manner consistent with the Standards and as much as possible of the distinctive materials, features, finishes, or construction techniques that characterize the property would be repaired or replaced with salvaged materials or new, compatible materials. Distinctive materials and finishes such as the horizontal wood siding would also be preserved. The wood frame construction including the large floor joists and the wood framed hip roof are examples of construction techniques from the first period of significance (1907) that would be preserved. The proposed project would salvage doors and windows from the existing rear additions and other locations and use them to replace deteriorated windows or install them in new locations, thereby continuing the building tradition of Marian Hartwell, who used salvaged materials in the alterations she made to the cottages.

Landscaping to be retained includes the brick pathways and patios, planting beds and front garden, and the brick wall beneath the grape stake fence. The grape stake fence would be repaired, and the brick stairway would be relocated just north of its current location. New plantings would be located in the historic planting beds and would feature specimens similar in size and species to the original.

As designed, the project largely complies with Rehabilitation Standard 5.

**Rehabilitation Standard 6:** *Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.*

The proposed project includes provisions to largely repair, rather than replace, historic materials. The historic windows and doors would be retained and repaired. Where severely deteriorated, windows and doors would be replaced with a new feature that matches the old in design and materials. The proposed project would also salvage doors and windows from the existing rear additions to be demolished and other locations and use them to replace deteriorated materials.

The landscaping at the Filbert Street Cottages is in poor condition. The project sponsor intends to replace the plants listed in the Landmark Designation Report with similar species and similar sized specimens in the approximate locations of the historic plantings where possible, which is a compatible treatment for this feature. The brick patios and walkways would be retained and restored. The brick paving would either be protected in place during construction or carefully removed and reinstalled to exactly match the existing orientation and paving pattern. Both options would be a compatible treatment for this feature.

The composition shingle roofing, which is in poor condition, would be replaced with new asphalt shingles to match the historic in size and shape. While the project drawings specify a galvalume roof, this was not an appropriate roofing material for the Filbert Street Cottages, and the project sponsor has changed the program to instead include asphalt shingles. (See **Appendix F** for additional information).

As designed, the project is largely in compliance with Standard 6.



**Rehabilitation Standard 7:** *Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.*

No chemical or physical treatments are proposed as part of the project. However, if chemical or physical treatments are necessary, they would be undertaken using the gentlest means possible, and treatments that cause damage to historic materials would not be used.

As designed, the project complies with Standard 7.

**Rehabilitation Standard 8:** *Archaeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measure will be undertaken.*

The proposed project involves substantial excavation. However, the areas around the building foundation have been previously disturbed, resulting in a low probability of encountering prehistoric archaeological material. If archaeological material is found, construction would be halted for proper investigation in compliance with Rehabilitation Standard 8. The project is thus assumed to be compliant with Standard 8.

**Rehabilitation Standard 9:** *New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work shall be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and environment.*

As discussed in Standard 2, the new three-story addition would be a simple, rectangular mass located at the rear of the cottages in order to preserve the spatial relationships of the cottages as a row of semi-detached individual units. Since the height of the upper levels of the addition takes its cue from the 9'-0" nominal floor height, it would not overshadow the historic character of the cottages, and would allow for smooth circulation and spatial transitions between old and new. Although the new addition would be taller than the cottages, it would be lower than the highest point of the existing retaining wall, and thus its size and scale would not affect the cottages' integrity. The new three-story addition would be minimally visible from the street and the historic brick pathway, and visualizations of the site illustrate that the pedestrian perception of the cottages would not be impacted. Furthermore, the attachment of the new addition to the cottages would not require the removal of any distinctive features or materials. While a small portion of the studio roof would be removed to accommodate a raised roof stair addition that provides stair access to the third floor of the Cottage A addition, this action would not significantly alter the property's distinctive features.

The new addition would be contemporary in style and detailing to remain differentiated from, yet compatible with, the historic fabric of the Filbert Street Cottages. The design of the proposed addition is simple in form and materials, with horizontal rainscreen siding and minimal details to help the building blend in, and recede into the background of the existing cottages. The fenestration pattern of the addition is compatible with the rhythm of the cottages, and all new windows will remain differentiated from the historic in size, materials, and mullion configuration.

Substantial excavation would be required for the new subterranean parking garage and car lift to be constructed underneath the footprint of the cottages. The existing brick paving, brick staircase, and other landscaping features would be protected in place or removed and reinstalled during excavation. The finished result of the excavation would not be visible above ground and therefore would not affect any of the property's materials, features, or spatial relationships. The proposed project also requires grading the area between Cottages A and B and Cottages C and D—currently sloped—in order to achieve level access to the

new three-story addition at the rear of the property. A fence would be installed between Cottages A and B and Cottages C and D to screen the newly graded areas and the new three-story addition to preserve the spatial relationship of the cottages to the site. New siding to match the existing would be installed on the secondary facades of each cottage to patch the area where re-grading occurs (between Cottages A and B and Cottages C and D). A new concrete stairway in a similar configuration to the existing would be installed between Cottages B and C, and a new wood stairway at the northwest corner of Cottage D would be installed to match the existing.

As designed, the project complies with Rehabilitation Standard 9.

**Rehabilitation Standard 10:** *New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.*

Because of the extensive excavation and site grading to accommodate the new three-story addition, subterranean garage and additional living space, future removal of these features, while technically possible, would be unlikely once they were built. If such removal were to occur, the essential form and integrity of the cottages and studio would be substantially intact. The installation of the car lift requires relocation of the existing brick stairway, a contributing feature of the cottages. While this does impact the integrity of this feature, if the car lift were removed in the future, the relocated brick stairway may be returned to its historic location. Finally, raising the cottages from the bottom and raising the height of studio roof are well-documented, and could be reversed if necessary in the future.

While the extensive excavation and site grading would be difficult to reverse, it could be done without altering the essential form and integrity of the cottages and studio. Therefore, as designed, the project complies with Standard 10.



**Table 2. Summary of Project Compliance with the Secretary of the Interior's Standards for Rehabilitation**

<b>Standard 1: Retain Historic Use or Compatible New Use</b>	
<i>Task</i>	<i>Compliance?</i>
Renovation for continued residential use	Y
<b>Standard 2: Avoid removal of distinctive materials or alteration of features, spaces and spatial relationships</b>	
<i>Task</i>	<i>Compliance?</i>
Demolish existing non-contributing, one-story rear additions	Y
Construct new three-story addition at rear of cottages (height of upper levels takes cue from 9'-0" nominal height of the second floor of the existing cottages, and relationship of individual cottages is still apparent)	Y
Construct raised-roof addition at east wall of studio, and raise roof of studio slightly to accommodate new stair	Y
Raise cottages to bring foundations above grade	Y
Grade changes are screened by fences between cottages	Y
Retain brick pathways and patio	Y
Relocate brick stairway, using salvaged brick	Y
Retain planting beds and front garden	Y
Repair grape stake fence	Y
Retain stepped brick wall beneath grape stake fence	Y
<b>Standard 3: Creating False Sense of Historical Development Prohibited</b>	
<i>Task</i>	<i>Compliance?</i>
Project does not include addition of conjectural features or elements	Y
Project does not include addition of elements from other historical properties	Y
New windows and doors on cottages and new construction will be recognizable as new	Y
Replace composition shingling with new asphalt shingles	Y
<b>Standard 4: Retain and Preserve Significant Changes to Property</b>	
<i>Task</i>	<i>Compliance?</i>
Retain studio (1943)	Y
Retain windows on primary elevations of cottages and studio, including salvaged multi-pane window at Cottage C	Y
Retain 22" raised height of the cottages (1951)	Y
Retain existing windows and doors from periods of significance	Y
Retain brick pathways and patios	Y
Relocate brick stairway at studio	Y
Retain planting beds and front garden	Y
Repair grape stake fence	Y
Retain stepped brick wall beneath grape stake fence	Y

**Table 2. Summary of Project Compliance with the Secretary of the Interior's Standards for Rehabilitation (continued)**

<b>Standard 5: Preservation of Characteristic Materials, Features, Finishes, and Construction Techniques</b>	
<i>Task</i>	<i>Compliance?</i>
Retain wood cladding on exterior of cottages and studio	Y
Retain boxed eaves of cottages	Y
Retain existing windows and doors from periods of significance	Y
Retain roof shape and volume	Y
Retain brick pathways and patios	Y
Relocate brick stairway at studio	Y
Retain planting beds and front garden	Y
Repair grape stake fence	Y
Retain stepped brick wall beneath grape stake fence	Y
<b>Standard 6: Repair and Replacement of Deteriorated Features; Replacement of Missing Features</b>	
<i>Task</i>	<i>Compliance?</i>
Repair any deteriorated windows/doors rather than replace	Y
Replace severely deteriorated windows/doors in-kind	Y
Salvage windows/doors from demolished areas and reinstall where needed	Y
Repair existing horizontal wood siding	Y
Repair existing boxed eaves	Y
Replace plants listed in Landmark designation report with similar species and similar sized specimens in approximate locations of historic plantings (see sketch in Landmark Designation Report)	Y
Replace composition shingle roof with asphalt shingles	Y
<b>Standard 7: Gentlest Possible Chemical or Physical Treatments</b>	
<i>Task</i>	<i>Compliance?</i>
No chemical or physical treatments proposed	N/A
<b>Standard 8: Preservation of Archaeological Resources</b>	
<i>Task</i>	<i>Compliance?</i>
Limited potential to encounter archaeological material; if archaeological material found, project will comply with Standards	N/A

**Table 2. Summary of Project Compliance with the Secretary of the Interior's Standards for Rehabilitation (continued)**

<b>Standard 9: Alterations Will Not Destroy Characteristic Features and Be Discernable from, but Compatible with Historic Materials</b>	
<i>Task</i>	<i>Compliance?</i>
New three story addition will be differentiated from the old through simple, contemporary design. Addition features compatible yet differentiated fenestration pattern, shape, and mullion configuration.	Y
New three story addition retains relationship of cottages as individual units, and is lower than the rear retaining wall to minimize visual impact. Height of upper levels takes cue from 9'-0" nominal height of the second floor of the existing cottages.	Y
New three story addition includes raised-roof addition to studio	Y
New window and door openings occur on secondary facades	Y
Brick stairway at studio will be relocated	Y
Excavation for subterranean garage and additional living space on ground floor will not be visible from the exterior	Y
Fences installed between cottages to screen newly graded areas and new addition	Y
<b>Standard 10: New Additions Will Not Impair Integrity of Historic Property if Removed</b>	
<i>Task</i>	<i>Compliance?</i>
Essential form and integrity of cottages and studio would be intact if three-story addition was removed	Y
If car lift is removed, relocated brick stairway may be returned to historic location depending on the re-installation technique of bricks	Y
Excavation for the subterranean garage and additional living space on the ground level	Y
Drawings clearly document where impacts to historic fabric occur	Y
Raising height of studio roof is well-documented, and could be reversed if necessary in the future	Y

#### *Analysis of Project Specific Impacts under CEQA*

Because the Filbert Street Cottages are considered to be a historic resource under CEQA, the proposed project must be evaluated for potential impacts on the site. According to Section 15126.4(b)(1) of the Public Resources Code (CEQA), if a project complies with the *Secretary of the Interior's Standards for Rehabilitation*, the project's impact "will generally be considered mitigated below a level of significance and thus is not significant." If a project does not comply with the Standards, it must be evaluated under CEQA to determine whether or not it will have a significant adverse impact on the historic resource.

As demonstrated in the preceding analysis, the project as currently designed appears to be in compliance with the *Secretary of the Interior's Standards for Rehabilitation*, and does not appear to affect the eligibility of the Filbert Street Cottages for listing in any local, state, or national historical registers. Because the proposed project at the Filbert Street Cottages complies with the *Secretary's Standards*, it does not appear to have a significant effect on the environment under CEQA.

#### *Analysis of Cumulative Impacts under CEQA*

CEQA defines cumulative impacts as follows:

"Cumulative impacts" refers to two or more individual effects which, when considered together, are considerable or which compound or increase other environmental impacts. The individual effects may be changes resulting from a single project or a number of separate projects. The cumulative impact from several projects is the change in the environment which results from the incremental impact of the project when added to other closely related past, present, and reasonably foreseeable probable future projects. Cumulative impacts can result from individually minor but collectively significant projects taking place over a period of time.<sup>14</sup>

The proposed project at the Filbert Street Cottages does not appear to have any cumulative impacts as defined by CEQA.

#### *Analysis of Need for Mitigation*

According to Section 15126.4 (b) (1) of the Public Resources Code: "Where maintenance, repair, stabilization, rehabilitation, restoration, preservation, conservation or reconstruction of the historical resource will be conducted in a manner consistent with the *Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings*, the project's impact on the historical resource will generally be considered mitigated below a level of significance and thus is not significant." Because the proposed project at the Filbert Street Cottages would not have a significant adverse effect on a historic resource, no mitigation measures would be required.

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<sup>14</sup> CEQA Guidelines, Article 20, subsection 15355.

## **VIII. CONCLUSION**

The Filbert Street Cottages were built in 1907 and are designated as San Francisco Landmark #232. The cottages are significant for their association with the aftermath of the 1906 Earthquake and Fire, their association with the life of Marian Hartwell, a faculty member of the California School of Fine Arts (now the San Francisco Art Institute), and as an example of vernacular post-earthquake period architecture with unique siting and court plan.

Page & Turnbull did not independently assess the historic significance of the Filbert Street Cottages, but has relied on the Board of Supervisors ordinance and the Landmark Designation Report for determination of significance of the cottages. As a San Francisco Landmark, the property is automatically eligible for inclusion in the California Register of Historic Resources. The cottages are therefore a historic resource under CEQA.

As the above analysis demonstrates, the alterations proposed to the Filbert Street Cottages appear to comply with *Secretary of the Interior's Standards for Rehabilitation*. Because the proposed project at the Filbert Street Cottages appears to comply with the *Secretary's Standards*, it does not appear to have a significant effect on the environment under CEQA.



## IX. REFERENCES CITED

### *Unpublished*

Carey & Co., Inc. Architecture. *Historic Fabric Assessment, 1338 Filbert Street Cottages*, dated August 21, 2006.

Architectural Resources Group. *Filbert Cottages – Door and Window Survey*, dated February 15, 2008.

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### *Public Records*

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### *Online Resources*

[www.streetcar.org/mim/cable/history/index.html](http://www.streetcar.org/mim/cable/history/index.html), accessed December 8, 2008.

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California. 2006. *Code of Regulations, Title 13, Chapter 3: Guidelines of Implementation of the California Environmental Quality Act*.

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### *Maps*

Sanborn Insurance Company Maps, 1886-1950.



X. PHOTOGRAPHS

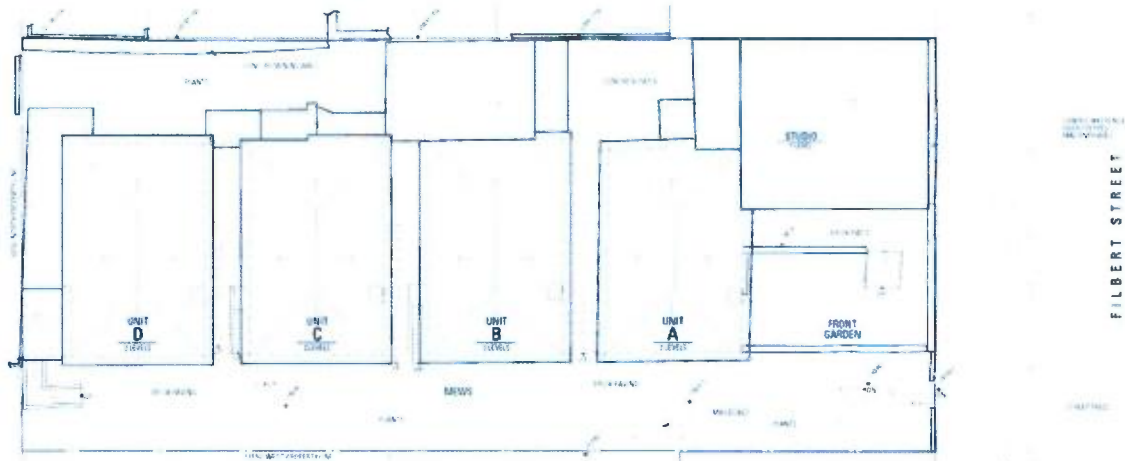


Figure 1. Existing site plan (Buttrick Wong Architects).



Figure 2. View of property from Filbert Street. View north.



**Figure 3.** West facade of cottages. Note brick pathway. View north.



**Figure 4.** West facade of studio. View east.



**Figure 5.** West facade of Cottage C. Note door used as window. View east.



**Figure 6.** Detail of brick steps to be relocated. View north.

**XI. APPENDICES**

- A. Architectural Drawings, Buttrick Wong Architects, June 5, 2009*
- B. Landmark Designation Report, July 21, 2001*
- C. Historic Fabric Evaluation, Carey & Co., August 21, 2006*
- D. Door and Window Survey, ARG, February 15, 2008*
- E. Significance Diagram, Page & Turnbull*
- F. Roof and Chimney Rehabilitation Memo, Page & Turnbull, January 14, 2009*
- G. Landscape and Paving Rehabilitation Memo, Page & Turnbull, April 28, 2009*



GENERAL NOTES

1. The work included under this contract between the Owner and General Contractor, shall consist of all labor materials, transportation, tools and equipment necessary for the construction of the project leaving all work ready for use. All work shall be performed according to the highest and best practices of the trade.
2. All construction shall conform to all local governing codes and ordinances. In the event of conflict, the most stringent requirements shall apply.
3. The plans indicate the general extent of new construction necessary for the work, but are not intended to be all-inclusive. All demolition and all new work necessary to allow for a finished job in accordance with the intention of the drawing is included regardless of whether shown on the drawings or mentioned in the notes. All work is new, U.O.N.
4. Any errors, omissions or conflicts found in the various parts of the construction documents shall be brought to the attention of the Architect and the Owner for clarification before proceeding with the work.
5. A current and complete set of the construction documents shall remain on the job site during all phases of construction for use of all the trades and shall provide all the subcontractors with current construction documents as required.
6. The General Contractor shall verify and assume responsibility for all dimensions and site conditions. Existing conditions shall be examined and reflected in all pricing. No claim shall be allowed for difficulties encountered which could have reasonably been inferred from such examination.
7. Written dimensions take precedence. Do not scale drawings.
8. Any survey monuments within the area of construction shall be preserved or reset by a registered civil engineer or a licensed land surveyor.
9. Install all fixtures, equipment and materials per manufacturer's recommendations.
10. The architect has endeavored to coordinate the documents with the requirements of the structural engineer of record, who shall have final say in all matters relating to the structural integrity of the building.
11. All dimensions noted "Verify" and "V.I.F." are to be checked by contractor prior to construction. Immediately report any variances to the architect for resolution.
12. All work shall be guaranteed for a work for a period of 1 year minimum.
13. CCR's and building standards applicable to this address and location, including required warnings to neighbors of work that affects them and restrictions on hours of access, shall be strictly adhered to.
14. Coordinate all work with existing conditions, including but not limited to: irrigation pipes, electrical conduit, water lines, gas lines, drainage lines, etc.
15. Provide adequate temporary support as necessary to assure the structural value or integrity of the building throughout construction.
16. Protect all existing building and site conditions to remain including walls, cabinets, finishes, trees and shrubs, paving, etc.
17. Details shown are typical. Similar details apply in similar conditions.
18. Verify all architectural details with structural, and SK drawings before ordering or installation of any work.
19. Glass subject to human impact shall be of safety glazing material to meet State and Federal requirements.
20. All required exits shall be operable from inside, without the use of key or special knowledge.
21. All changes in floor materials occur at centerline of door or framed opening unless otherwise indicated on the drawings.
22. Verify clearances for flues, vents, chases, soffits, fixtures, etc. before any construction, ordering of, or installation of any items of work.
23. Sealant, caulking and flashing, etc. locations shown on drawings are not intended to be inclusive. Follow manufacturer's installation recommendations and standard industry and building practices.
24. Remove all rubbish and waste materials of all subcontractors and trades on a regular basis, and shall exercise a strict control over job cleaning to prevent any direct debris or dust from affecting, in any way, finished areas in or outside job site.
25. The premises and all affected areas shall be left clean and orderly, ready for occupancy. This includes cleaning of all glass (inside and outside) and frames, both new and existing.
26. The owner shall be provided with a complete written set of all warranties and operating instructions for all equipment and systems associated with the project.
27. Install smoke detectors in accordance with the specifications and in conformance with local fire code requirements.

ABBREVIATIONS

( )	EXISTING	LAM.	LAMINATED
@	AT	LAV.	LAVATORY
ABV.	ABOVE	LVR.	LOW POINT
ABT.	ABOUT	L.P.	LONGIT.
ACQU. ST.	ACQUISTICAL	LT.	LONGITUDINAL
A.D.	ADJUSTABLE		
ADJ.	ADJUST	MATL.	MATERIAL
AGGR.	AGGREGATE	MAX.	MAXIMUM
A.F.F.	ABOVE FINISHED FLOOR	MCH.	MECHANICAL
ALT.	ALTERNATE	M.C.	MEDICINE CABINET
ASPH.	ASPHALT	MID.	MIDDLE
ARCH.	ARCHITECTURAL	MIN.	MINIMUM
AWN.	AWNING	MIR.	MIRROR
		MFR.	MANUFACTURER
BD.	BOARD	M.P.R.	MULTI-PURPOSE ROOM
BI-FD. DR.	BI-FOLDING DOOR	MTL.	METAL
BIT.	BITUMENE	MW.	MICROWAVE
BLK.	BLOCK		
BLKG.	BLOCKING	(N)	NEW
BM.	BEAM	N.I.C.	NOT IN CONTRACT
B.D.	BOTTOM OF	NLG.	NAILING
BTM.	BOTTOM	No.	NUMBER
BTWN	BETWEEN	N.T.S.	NOT TO SCALE
CAB.	CABINET	Obs.	OBSCURE
C.B.	CATCH BASIN	O.C.	ON CENTER
C.C.	CENTER TO CENTER	O.D.	OUTSIDE DIAMETER
CEM.	CEMENT	OPP.	OPPOSITE
C.J.	CONSTRUCTION JOINT	OV.	OPENING
CLG.	CEILING		
C.L.	CENTER LING	PLAM.	PLASTIC LAMINATED
CL.	CLOSET	PERP.	PERPENDICULAR
CRIL.	CONCRETE MASONRY UNIT	P.L.	PROPERTY LINE
CNU.	CLEAR	PLAS.	PLASTIC
C.O.	CLEAN OUT	PLY or PW	PLYWOOD
COL.	COLUMN	PR.	PAIR
CONC.	CONCRETE	P.S.I.	POUNDS PER SQUARE INCH
COND.	CONDITION	P.T.	PRESSURE TREATED
CONN.	CONNECTION	PREFAB.	PREFABRICATED
CONSTR.	CONSTRUCTION		
CONTR.	CONTRACTOR	QTY.	QUANTITY
CPT.	CARPET		
C.S.	COUNTERSUNK	R.	RISER
CSMT.	CASEMENT	RAD.	RADIUS
CTR.	CENTER	R.A.G.	RETURN AIR GRILL
C.T.	CERAMIC TILE	REF.	REFRIGERATOR
C.T.P.	COOKTOP	REINF.	REINFORCED, REINFORCING
		REQ'D	REQUIRED
		RET.	RETAINING
D.	DRYER	S	SINK
DBL.	DOUBLE	S.A.G.	SUPPLY AIR GRILL
DEMO	DEMOLITION	SCHED.	SCHEDULE
D.F.	DOUGLAS FIR	SEP.	SEPARATE
D.H.	DOUBLE HUNG	S.H.	SINGLE HUNG
DIA.	DIAMETER	SH.	SHEET
DIAG.	DIAGONAL	SHWR.	SHOWER
DIM.	DIMENSION	SIM.	SIMILAR
DTL.	DETAIL	SL.	SLIDER
DWG.	DRAWING	SLGLDR.	SLIDING GLASS DOOR
DN	DOWN	SLT.	SEALANT
(E)	EXISTING	S.M.	SHEET METAL
EA.	EACH	S.O.B.	SLAB ON GRADE
ELEC.	ELECTRICAL	SPEC.	SPECIFICATION
ELEV.	ELEVATION OR ELEVATOR	SQ.	SQUARE
EQ.	EQUAL	S.S.D.	SEE STRUC. DRAWINGS
EQUIP.	EQUIPMENT	STD.	STANDARD
EXPN.	EXPANSION	STG.	STORAGE
EXT.	EXTERIOR	STL.	STEEL
F.B.O.	FURNISHED BY OWNER	ST/STL.	STAINLESS STEEL
F.D.	FLOOR DRAIN	STRUC.	STRUCTURAL
F.F.	FINISH FLOOR	S.V.	SHEET VINYL
FDN.	FOUNDATION	SYMM.	SYMMETRICAL
FIN.	FINISH		
FLR.	FLOOR	T.	TREAD
FLT.	FLUORESCENT LIGHT FIXTURE	T.B.C.	TOP BACK OF CURB
F.O.B.	FREIGHT ON BOARD	T.J.	TRUSS JOIST
F.O.C.	FACE OF CONCRETE	T&G.	TONGUE AND GROOVE
F.O.S.	FACE OF STUD	T.O.	TOP OF
F.O.W.	FACE OF WALL	T.O.C.	TOP OF CONCRETE
FRMG.	FRAMING	T.O.D.	TOP OF DECK
FR DR.	FRENCH DOOR	T.O.E.	TOP OF EARTH
FT.	FOOT	T.O.P.	TOP OF PAVING
FTG.	FOOTING	T.O.P.L.	TOP OF PLATE
		T.O.ST.	TOP OF STEEL
GA.	GAUGE	T.O.S.	TOP OF SLAB
GALV.	GALVANIZED	T.O.W.	TOP OF WALL
G.C.	GENERAL CONTRACTOR	T.S.	TUBE STEEL
GEN.	GENERAL	TYP.	TYPICAL
GL.	GLASS		
GLU LAM.	GLUE LAMINATED	U.B.C.	UNIFORM BUILDING CODE
G.S.M.	GALVANIZED SHEET METAL	U.O.N.	UNLESS OTHERWISE NOTED
GWB.	GYPNUM WALL BOARD		
H.B.	HOSE BIB	VERT.	VERTICAL
H.C.	HANDICAPPED	V.B.	VAPOR BARRIER
HGT.	HEIGHT	V.I.F.	VERIFY IN FIELD
H.M.	HOLLOW METAL		
H.P.	HEIGH POINT	W	WASHER
HW	HOT WATER HEATER	W/	WITH
HDR.	HEADER	W.C.	WATER CLOSET
HGR.	HANGER	WD.	WOOD
HORIZ.	HORIZONTAL	WDW.	WINDOW
HT	HEIGHT	WP.	WATERPROOF
		W.P.	WORK POINT
		WT	WEIGHT
I.D.	INTERIOR DIMENTION		
INFO	INFORMATION		
INSUL.	INSULATION		
INT.	INTERIOR		
J.B.	JUNCTION BOX		
JT.	JOINT		

DRAWING KEYS + LEGEND

CENTER LINE	
PROPERTY LINE	
EXISTING SPOT ELEVATION	
NEW SPOT ELEVATION	
GRID LINE	
BUILDING SECTION	
WALL SECTION	
ELEVATION	
DETAIL	
WINDOW	
DOOR	

PROJECT SCOPE

REHABILITATION AND RESTORATION OF 4 EXISTING LANDMARKED (S.F. LANDMARK#232) COTTAGES, ARTIST'S STUDIO, AND LANDSCAPING.

ADDITION OF SUBTERRANEAN GARAGE AND 3-LEVEL, ADJACENT SUPPLEMENTARY LIVING AREA TO EACH OF FOUR EXISTING COTTAGES.

PLANNING DEPARTMENT INFO

ZONING DISTRICT	RH2 (One or two family dwelling) (SFPC 209.1)
NO OF UNITS (Proposed)	4 UNITS
DENSITY (Allowed)	2 UNITS, UP TO ONE UNIT PER 1500 SF OF LOT WITH C.U.P.
LOT AREA	8,593 SQ.FT.
FRONT YARD (As Allowed)	AVERAGE OF ADJACENT BUILDINGS @ FILBERT LOT LINE
REAR YARD (Required)	45% LOT DEPTH, OR AVERAGE IF AVG'D LAST 10' LTD TO 30' HT. (SFPC 134)
REAR YARD (Proposed)	0% LOT DEPTH, PER LOCATION OF EXISTING COTTAGES (VARIANCE REQUIRED)
HEIGHT + BULK DISTRICT (As Allowed, Except @ Rear Yard)	40'-X-40' MAX. HEIGHT, 30' MAX HEIGHT AT FRONT PROPERTY LINE THEN 45' ANGLE UNTIL 40' (SFPC 281.c.1) MEASURE FROM WHERE THE BUILDINGS STEPS RELATIVE TO THE STREET (SFPC 102.12.c)
PARKING (Proposed)	8 SPACES TOTAL
PARKING (Required)	6 SPACES ALLOWED AS ACCESSORY; CU REQUIRED FOR ADDITIONAL TWO SPACES
OPEN SPACE (Required)	125 SF / UNIT x 4 UNITS = 500 SF (SFPC 135)

BUILDING AREA CALCULATIONS:					
	UNIT D	UNIT C	UNIT B	UNIT A	TOTAL
LEVEL 1	1344.8	1122.9	1124.5	934.0	4526.2
LEVEL 2	1207.6	1073.7	1075.1	1709.5	5065.9
LEVEL 3	496.9	438.2	440.0	518.7	1893.8
TOTAL	3049.3	2634.8	2639.6	3162.2	11485.9
NET INCREASE IN CONDITIONED SQUARE FOOTAGE:					5895.6
NET INCREASE IN UNCONDITIONED SF (GARAGE)					5808.0
TOTAL LOT AREA:	8,593.8				
GARDEN OPEN SPACE TO REMAIN:	3,307.2				
% OPEN AREA	38 %				

VICINITY MAP



PROJECT ADDRESS + APN

ADDRESS:	1338 FILBERT STREET, SAN FRANCISCO, CA 94109
APN No.	BLOCK:0524 LOT:31-34

BUILDING DEPARTMENT INFO

COTTAGES + ADDITION:	
OCCUPANCY	R-3 (3 separate structures over podium)
CONSTRUCTION TYPE	TYPE VB WITH 1-HR SEPARATION+ 2-HR ROOF (Addition) TYPE VB + CLASS A ROOF (Cottages)
BUILDING DESIGNATION	UNITS A - D TO BE SINGLE FAMILY DWELLINGS UNITS B + C TO BE A DUPLEX
SPRINKLERS	YES (130 SYSTEM)
GARAGE:	
OCCUPANCY	S-2 (CBC 311.3)
CONSTRUCTION TYPE	TYPE IA WITH 3-HR ROOF
BUILDING DESIGNATION	ENCLOSED PARKING GARAGE
SPRINKLERS	NO

APPLICABLE BUILDING CODES	2007 SAN FRANCISCO BLDG CODE BASED ON CALIFORNIA BUILDING CODE 2007 CALIFORNIA PLUMBING CODE (UPC) 2007 CALIFORNIA MECHANICAL CODE (UMC) 2007 CALIFORNIA ELECTRIC CODE (CEC) 2007 TITLE 24 ENERGY STANDARDS
---------------------------	---

PROJECT DIRECTORY

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LANDSCAPE ARCHITECT: MARTA FRY LANDSCAPE ASSOCIATES 577 SECOND STREET, SUITE 204 SAN FRANCISCO, CA 94107	contact: MARTA FRY JAMIE WHITE T/ 415.543.8202 x202 F/ 415.543.8202 martafr@mflasf.com jamiewhite@mflasf.com
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DRAWING INDEX

SHT.	DESCRIPTION	DATE
A&I	GENERAL NOTES + PROJECT INFO	6.5.09
SV1	SITE SURVEY	4.20.08
X1.1	EXISTING SITE PLAN	6.5.09
X2.1	EXISTING FLOOR PLANS, DEMO + PRESERVATION	6.5.09
A&2	EXISTING SITE PHOTOS	6.5.09
A&3	EXISTING COTTAGE PHOTOS	6.5.09
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A&5	AIRIAL VIEW	6.5.09
A&6	VIEW FROM GATE	6.5.09
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A&9	RICK RESTORATION PLAN	6.5.09
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L5	LANDSCAPE - COURT + MEWS ELEVATION	5.5.09

BUTTRICK WONG Architects  
1144 65th Street Unit E Emeryville, CA 94608 P/ 510.594.8700

6.5.09	Heritage submittal
5.18.09	Planning submittal
5.5.09	Neighbor review

REV ISSUED SET

TITLE SHEET

05a

FILBERT STREET COTTAGES  
1338 FILBERT STREET, SAN FRANCISCO, CA 94109

1 of 3 drawings + section materials located coordinate established + original work of the architect and shall not be reproduced, used, or distributed without the written consent of the architect.

A0.1

sheet

# LARKIN STREET

68.50' WIDE

NOTES: TO ANYONE HAVING ANY TYPE OF INTEREST IN THIS MAP PLEASE BE ADVISED AS FOLLOWS:



1. THAT ALL TITLE INFORMATION HEREON INCLUDING EASEMENTS WAS PREPARED SOLELY FOR AND IN STRICT CONFORMANCE WITH OUR CLIENT'S OR HIS AGENT'S REQUIREMENTS AND TITLE INFORMATION SUPPLIED TO FREDERICK T. SEHER & ASSOCIATES. FURTHERMORE, WE HEREBY DISCLAIM ANY AND ALL TITLE SEARCH RESPONSIBILITY ON THIS JOB.

2. THAT THIS MAP WAS PREPARED AS A PROFESSIONAL INSTRUMENT OF SERVICE FOR DOMINIQUE LAHAUSSAUS AND DAVID LOW ON MARCH 24, 2008 AND THAT IT REMAINS THE PROPERTY OF FREDERICK T. SEHER & ASSOCIATES WHETHER THE PROJECT IF ANY PROPOSED ON THIS SITE IS CONSTRUCTED OR NOT.

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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 FREDERICK T. SEHER & ASSOCIATES UNLESS OTHERWISE AGREED TO.

7. 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.

## LEGEND

ADJ	ADJACENT BUILDING
BK	BACK OF WALK
BW	BOTTOM OF WALL
CNC	CONCRETE
COR	CORNER
FL	FLOW LINE
GND	GROUND
GV	GAS VALVE
IRB	IRRIGATION BOX
MC	MIDDLE OF CURVE
MH	MANHOLE
RF	ROOF
RFP	ROOF PEAK
RFPF	ROOF PARAPET
SD	STORM DRAIN INLET
SS	SANITARY SEWER
SSCO	SANITARY SEWER CLEAN OUT/VENT
TC	TOP OF CURB
TW	TOP OF WALL
WM	WATER METER

—	WOODEN FENCE
—	GAS LINE
—	SANITARY SEWER LINE
—	OVERHEAD ELECTRIC LINE
—	UNDERGROUND ELECTRIC LINE

—	POWER POLE
—	SPOT ELEVATION

—	TREE
—	TREE STUMP

## BOUNDARY NOTES:

- ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED
- ALL DISTANCES ARE MEASURED IN FEET AND DECIMALS THEREOF.

DATE OF SURVEY: APRIL 20, 2006

## PROJECT BENCHMARK - DESCRIPTION:

ELEVATIONS SHOWN HEREON WERE OBTAINED FROM A GROUP OF CITY BENCHMARKS, LOCATED AT THE INTERSECTION OF GREENWICH AND LARKIN STREETS. ELEVATIONS ARE BASED ON CITY AND COUNTY OF SAN FRANCISCO DATUM, S.E. CORNER, + CUT CENTER LOWER CONC STEP, ELEVATION = 237.225'

## UTILITY NOTE:

UNDERGROUND UTILITIES SHOWN HEREON WERE PLOTTED FROM A COMBINATION OF OBSERVED SURFACE EVIDENCE (CONDITIONS PERMITTING) AND RECORD INFORMATION OBTAINED FROM THE RESPECTIVE UTILITY COMPANIES, AND ARE NOT INTENDED TO REPRESENT THEIR ACTUAL LOCATIONS. THEREFORE, ALL UTILITIES MUST BE VERIFIED WITH RESPECT TO SIZES, HORIZONTAL AND VERTICAL LOCATIONS BY THE OWNER AND/OR CONTRACTOR PRIOR TO DESIGN OR CONSTRUCTION. NO RESPONSIBILITY IS ASSUMED BY THE SURVEYOR FOR THE LOCATION AND CAPACITY OF SAID UTILITIES.

## GENERAL NOTES:

THE FOLIAGE LINES OF ALL TREES PLOTTED HEREON ARE SHOWN IN A GRAPHICAL FORM ONLY, AND ARE NOT INTENDED TO REPRESENT ACTUAL DRILLINES THEREOF.

## SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME, OR UNDER MY DIRECTION, AND IS BASED UPON A FIELD SURVEY.

DATE: \_\_\_\_\_  
FREDERICK T. SEHER, PLS  
LICENSE NO. 6216  
LICENSE EXPIRES MARCH 31, 2008



<b>SITE SURVEY</b> <b>FILBERT STREET COTTAGES</b> 1338 FILBERT STREET, SAN FRANCISCO, CA 94109		<b>SV1</b>
BUTTRICK WONG Architects 1144 65th Street Unit E Emeryville, CA 94608 P/510 594.8700	Title _____ Date _____	

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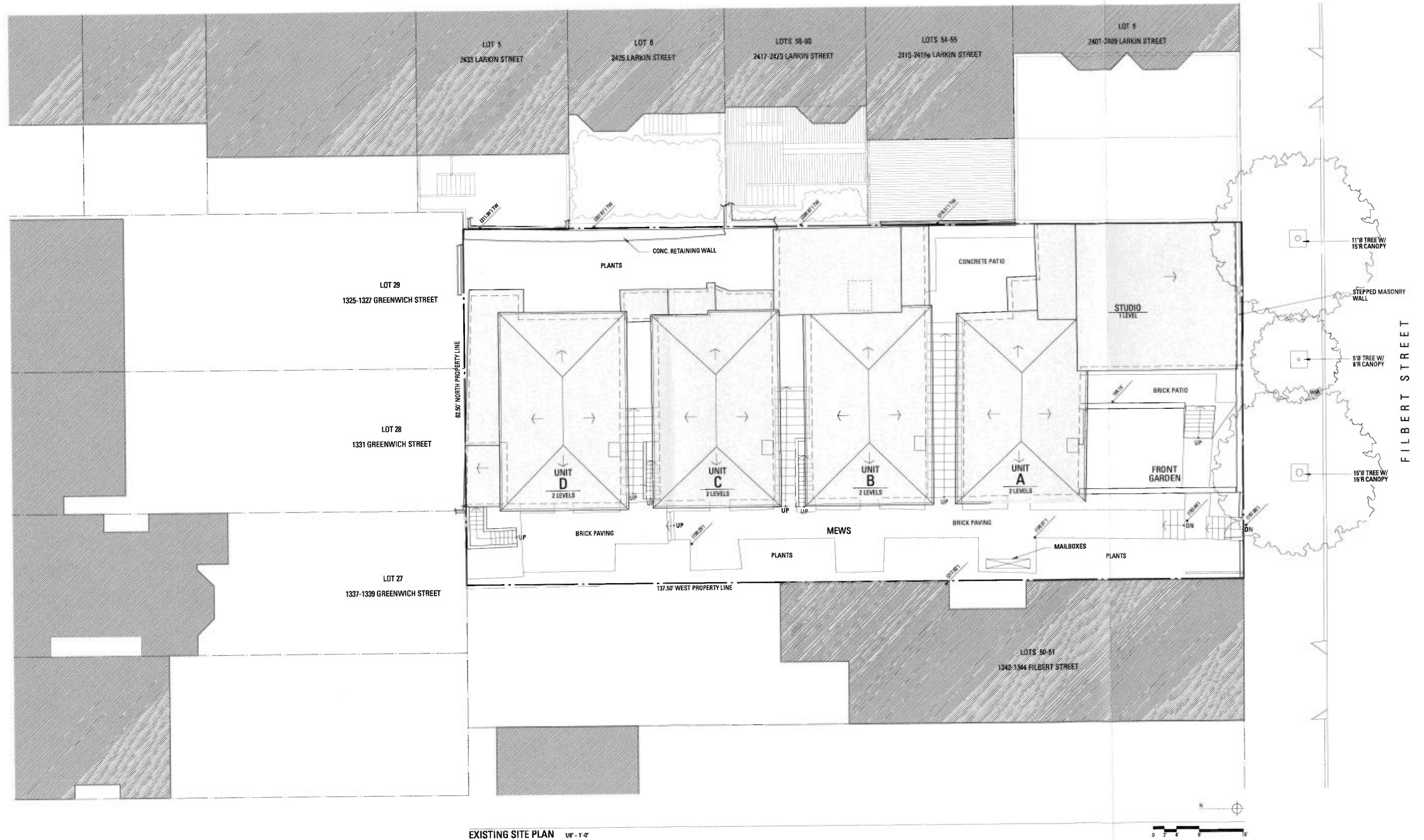
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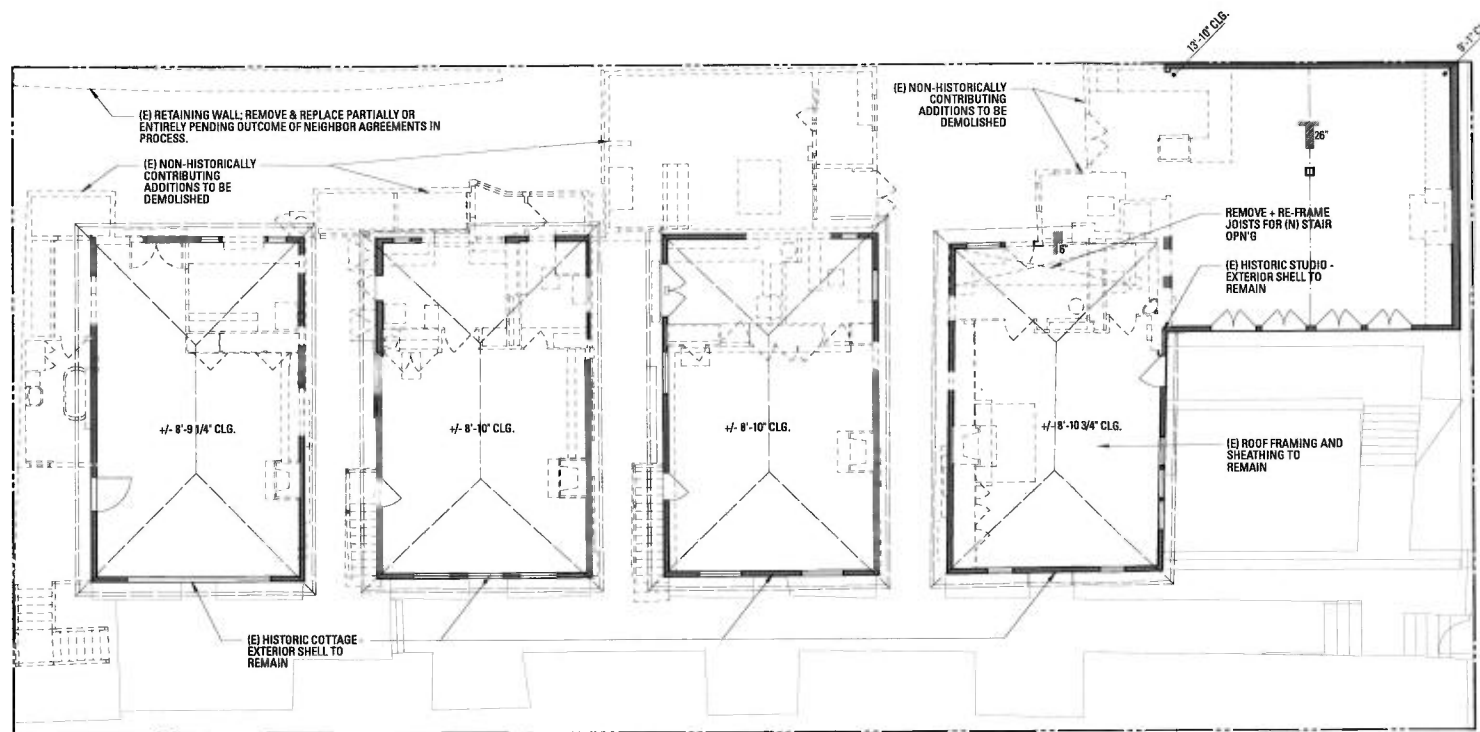
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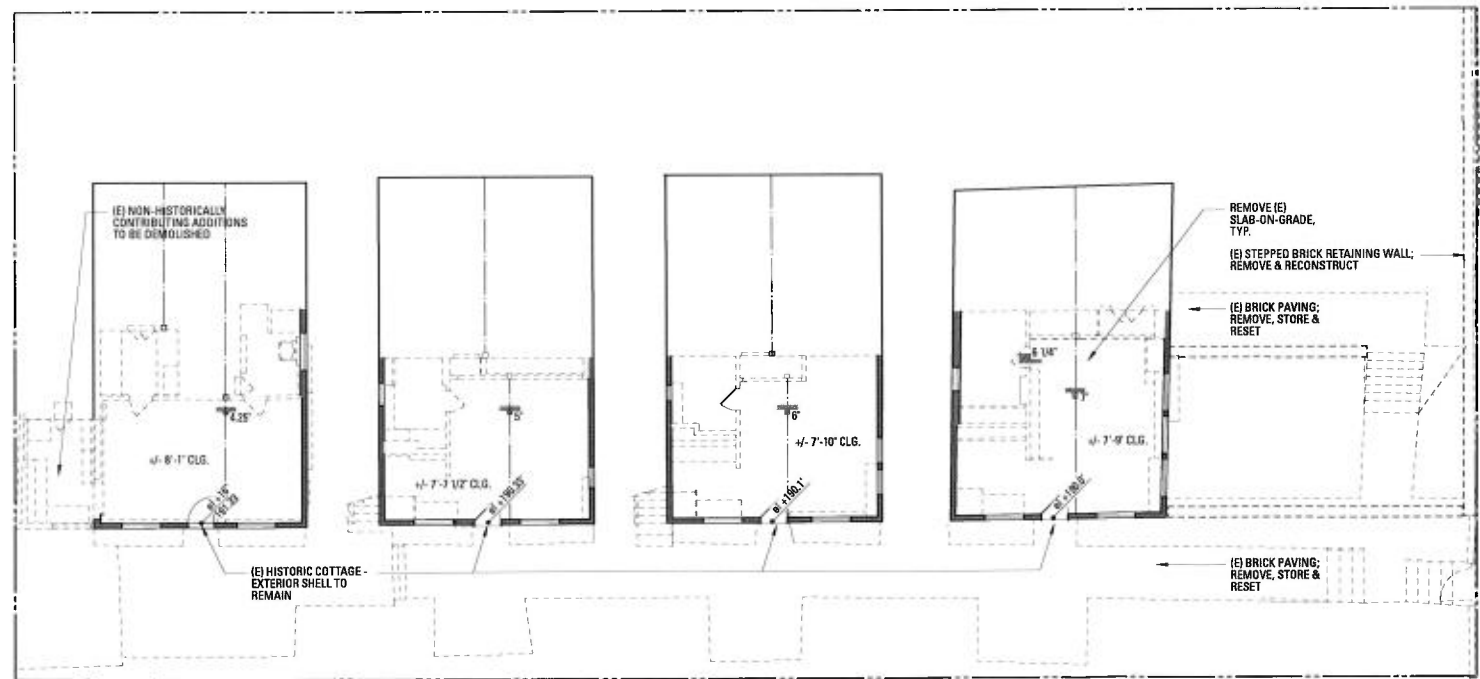
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**1**  
EXISTING LEVEL 2 1/8" = 1'-0"

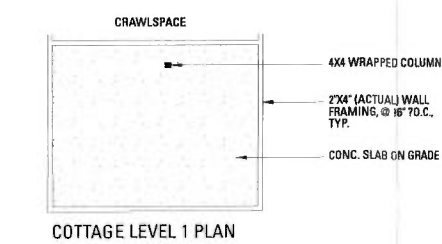
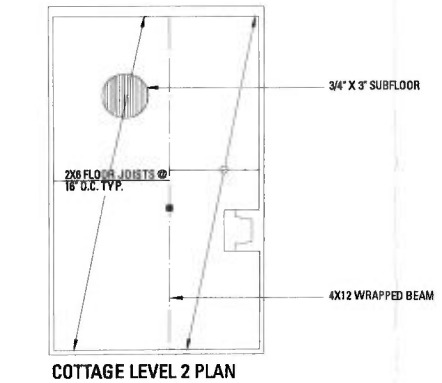
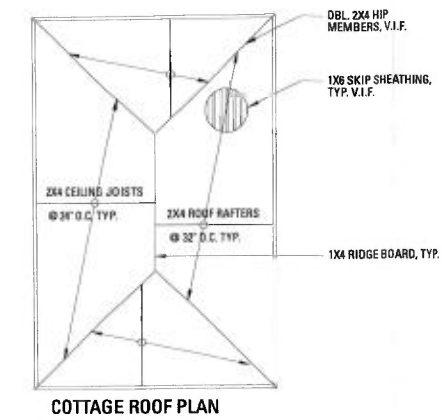
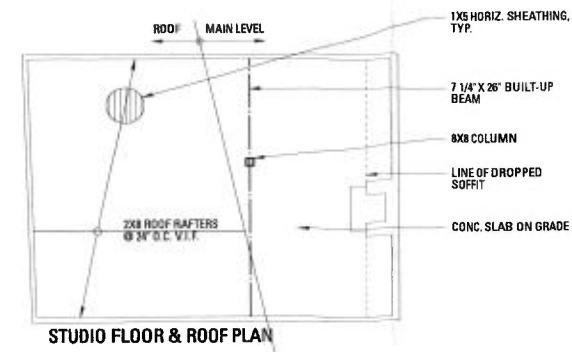


**2**  
EXISTING LEVEL 1 1/8" = 1'-0"

**LEGEND**

— EXISTING WALLS TO REMAIN

- - - - - EXISTING WALLS TO BE DEMOLISHED



**3**  
TYPICAL (E) FRAMING 1/8" = 1'-0"

**NOTES:**

1. CONSULT PRESERVATION ARCHITECT PRIOR TO COMMENCING ANY WORK.
2. ALL CEILING DIMENSIONS ARE FINISH TO FINISH EXCEPT FOR COTTAGE A. COTTAGE A DIMENSIONS ARE F.F. TO B.D. JOIST.
3. FOR EXTERIOR DOOR + WINDOW INFORMATION SEE UNIT ELEVATIONS.
4. ALL EXISTING HISTORIC MATERIAL TO REMAIN SHALL BE PRESERVED IN PLACE, OR REPLACED IN KIND IF DRYROT OR SIGNIFICANT DETERIORATION IS IDENTIFIED DURING CONSTRUCTION.
5. ALL BRICK PAVING TO BE REMOVED, CATALOGED, STORED, AND REPLACED.





ROOF BETWEEN COTTAGE A + STUDIO



NON-CONTRIBUTING ADDITIONS @ COTTAGES B, C + D



VIEW FROM STREET



COTTAGE B



COTTAGE C



LOOKING EAST TOWARDS LARKIN ST NEIGHBORS



DOOR SILL COTTAGE A



HISTORIC (NON LONGER EXISTING) GATE



VIEW FROM INSIDE GATE





STUDIO

West



North



COTTAGE A

South



West



North



East



COTTAGE B

South



South



West



North





COTTAGE C South



West



North



East



COTTAGE D South



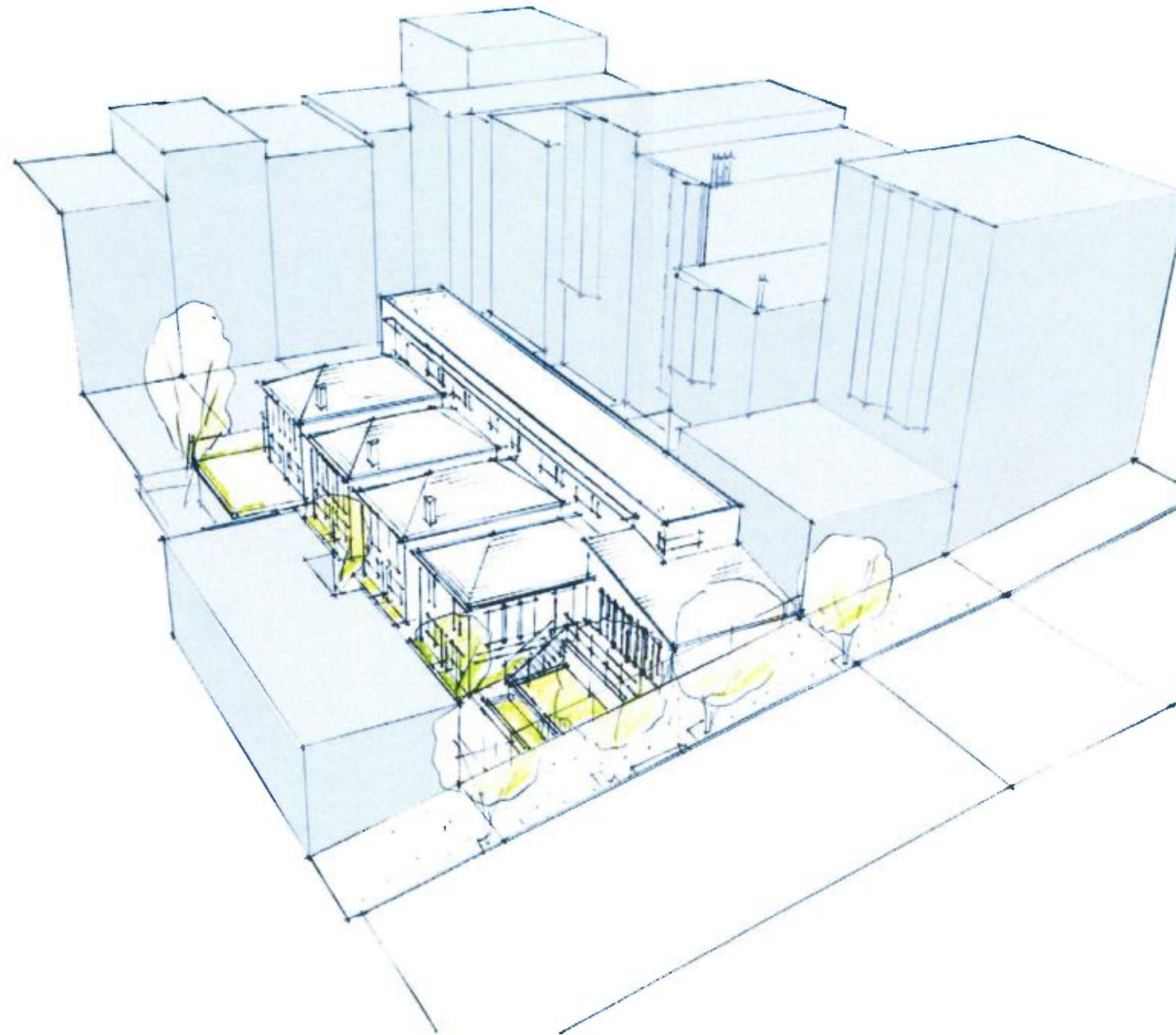
West



North

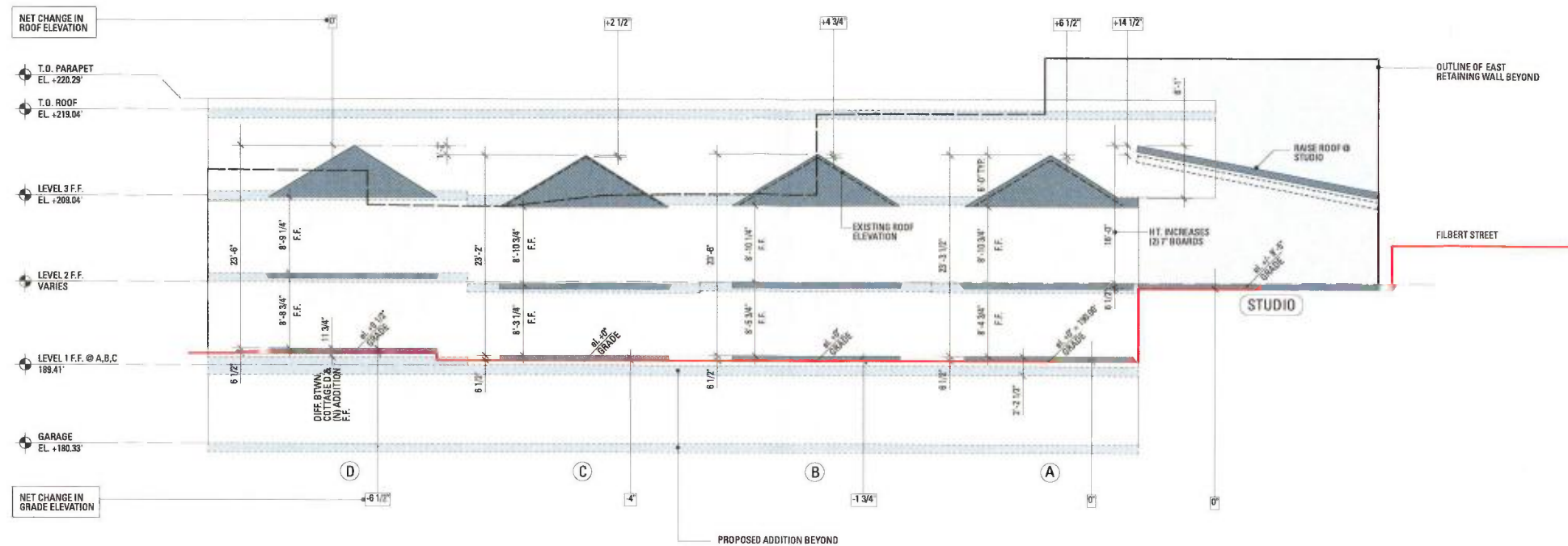


East









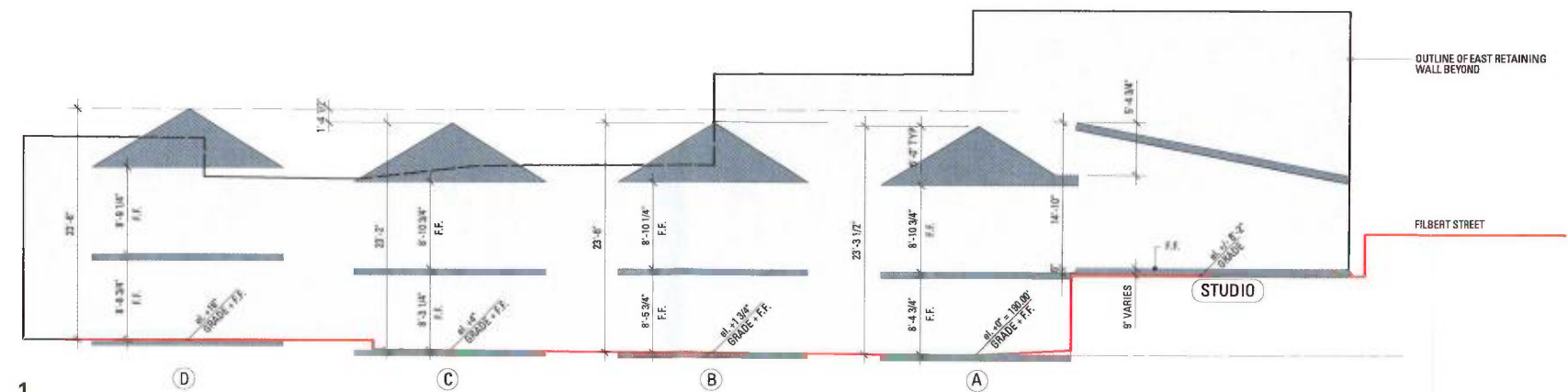
2  
PROPOSED SCHEMATIC SECTION - LOOKING EAST 1/8" = 1'-0"

**NOTES:**

1. FLOOR TO FLOOR MEASUREMENTS AS TAKEN BY BWA ON 1/20/09. MEASUREMENTS ARE AVERAGES, AND VARY BY +/- ONE INCH.
2. ROOF HEIGHTS ARE ASSUMED AND HAVE NOT BEEN FIELD VERIFIED.
3. FOR MORE INFORMATION SEE SECTIONS A3.1

**HOW BLDG HEIGHT ADJUSTMENTS ARE DETERMINED:**

1. FLOOR TO FLOOR AND OVERALL HEIGHTS OF ALL 4 EXISTING COTTAGES ARE MAINTAINED.
2. EXISTING GRADE @ COTTAGE A IS THE DATUM WORKPOINT. THIS ASSUMES THAT BRICK PAVING WILL BE REMOVED AND RESET LEVEL TO THIS DATUM.
3. LEVEL 1 OF COTTAGES A, B & C IS SET AT THE SAME ELEVATION, 6 1/2' ABOVE GRADE. THE HIGHER RELATIVE GRADE ELEVATION OF LEVEL 1 AT COTTAGE D IS SLIGHTLY REDUCED.
4. THE NEW GARAGE CEILING LEVEL IS DETERMINED BY A 10" SLAB THICKNESS, PLUS ADDITIONAL DEPTH REQUIRED FOR PAVING AND DRAINAGE. THE GARAGE FLOOR SLAB IS 8' BELOW THE CEILING.
5. LEVEL 1 OF THE ADDITION IS DETERMINED BY ADDING A 3" TOPPING SLAB ABOVE THE 10" GARAGE SLAB.
6. LEVEL 2 OF THE ADDITION VARIES FROM COTTAGE TO COTTAGE AND IS DETERMINED BY THE INDIVIDUAL LEVEL 2 AT EACH COTTAGE.
7. THE STUDIO FLOOR IS RAISED SLIGHTLY TO ALIGN WITH LEVEL 2 OF COTTAGE A. THE STUDIO ROOF IS RAISED TO ACCOMMODATE NEW FLASHING AT THE CLERESTORY WINDOWS.



1  
EXISTING SCHEMATIC SECTION - LOOKING EAST 1/8" = 1'-0"



PROPOSED WEST ELEVATION 1/8" = 1'-0"



EXISTING WEST ELEVATION 1/8" = 1'-0"

**NOTES:**  
1. FOR ADDITIONAL INFORMATION SEE ELEVATIONS A3.2





**A**  
VIEW OF ENTRY



**B**  
VIEW OF STUDIO STAIR



**C**  
VIEW OF MEWS LOOKING NORTH



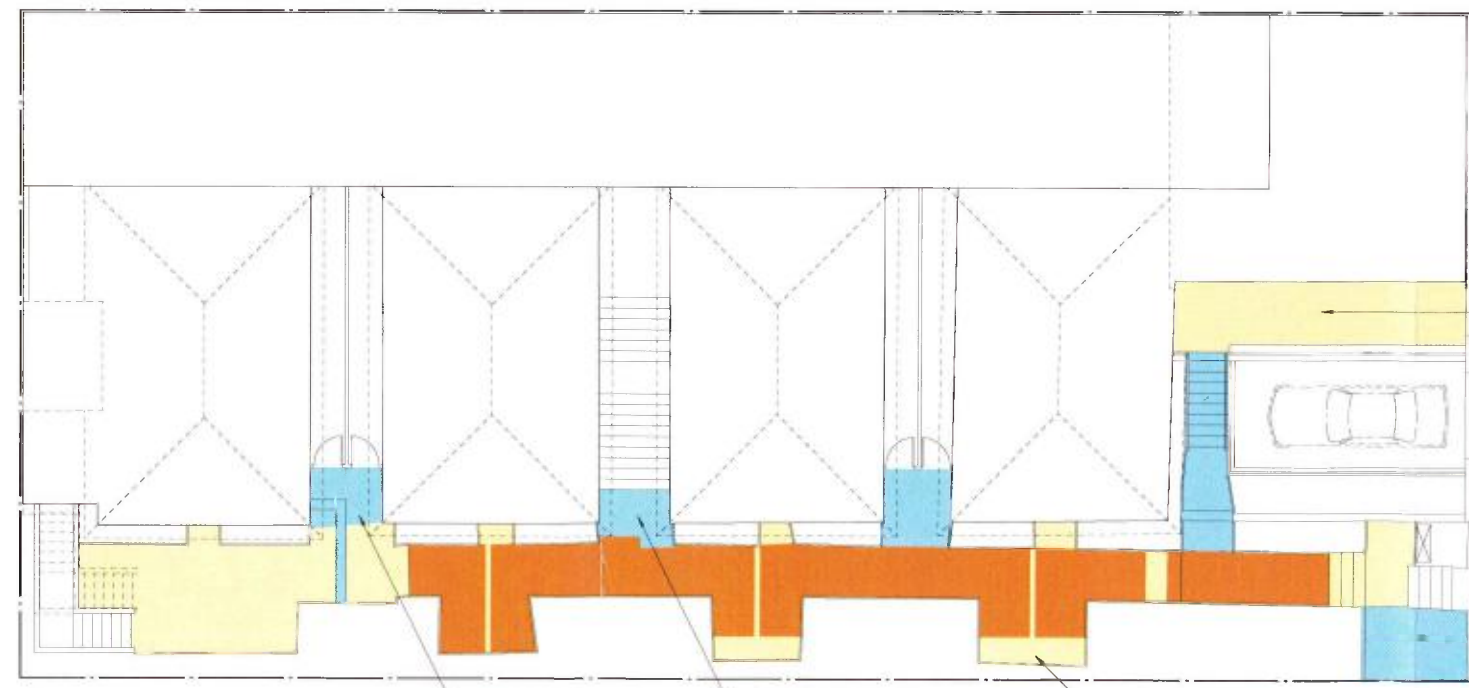
**D**  
VIEW OF MEWS LOOKING SOUTH



**E**  
VIEW OF MEWS IN FRONT OF COTTAGE D



**1**  
BRICK PAVING REMOVAL PLAN 1/8" = 1'-0"

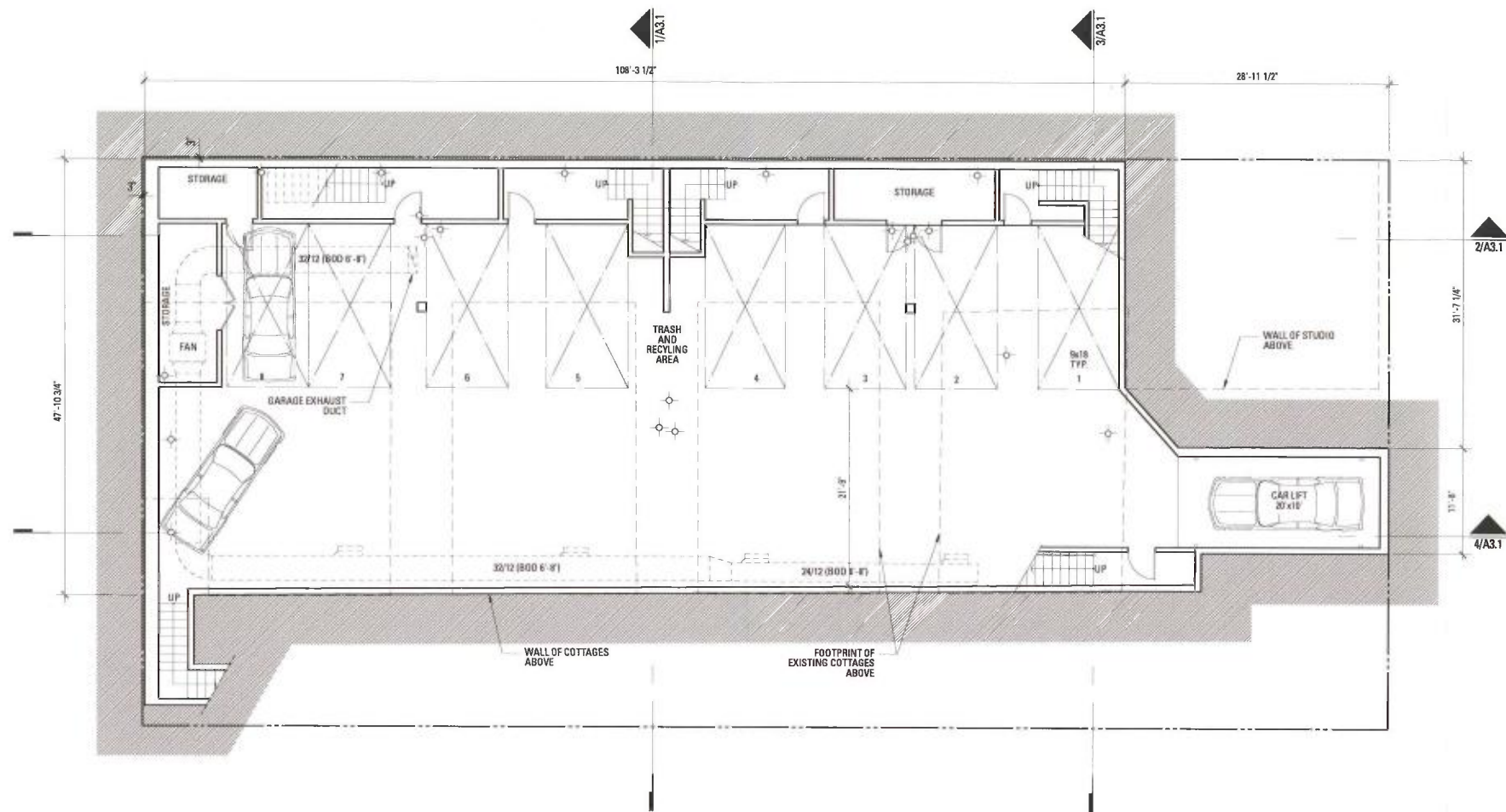


**2**  
BRICK PAVING RESTORATION PLAN 1/8" = 1'-0"



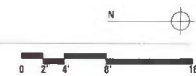






**GARAGE LEVEL** 5,545 SF

1/8" = 1'-0"



LEGEND	
	EXISTING WALLS TO REMAIN
	NEW 2X4 WALLS
	NEW 2X6 WALLS
	NEW PARTY WALLS: DBL 2X4 W/ 1" AIR GAP & 2 LAYERS GWB EA. SIDE
	NEW FIRE-RATED PARTYWALLS:
	HISTORIC WINDOW/DOOR
	EXISTING, NON-HISTORIC WINDOW/DOOR
	NEW WINDOW/DOOR
	DRAIN FROM ABOVE
	WASTE LINE FROM ABOVE

**BUTTRICK WONG Architects**  
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6.5.09 Heritage submittal  
5.18.08 Planning submittal  
5.5.08 Neighbor review

REV ISSUED SET

**GARAGE PLAN**  
Title

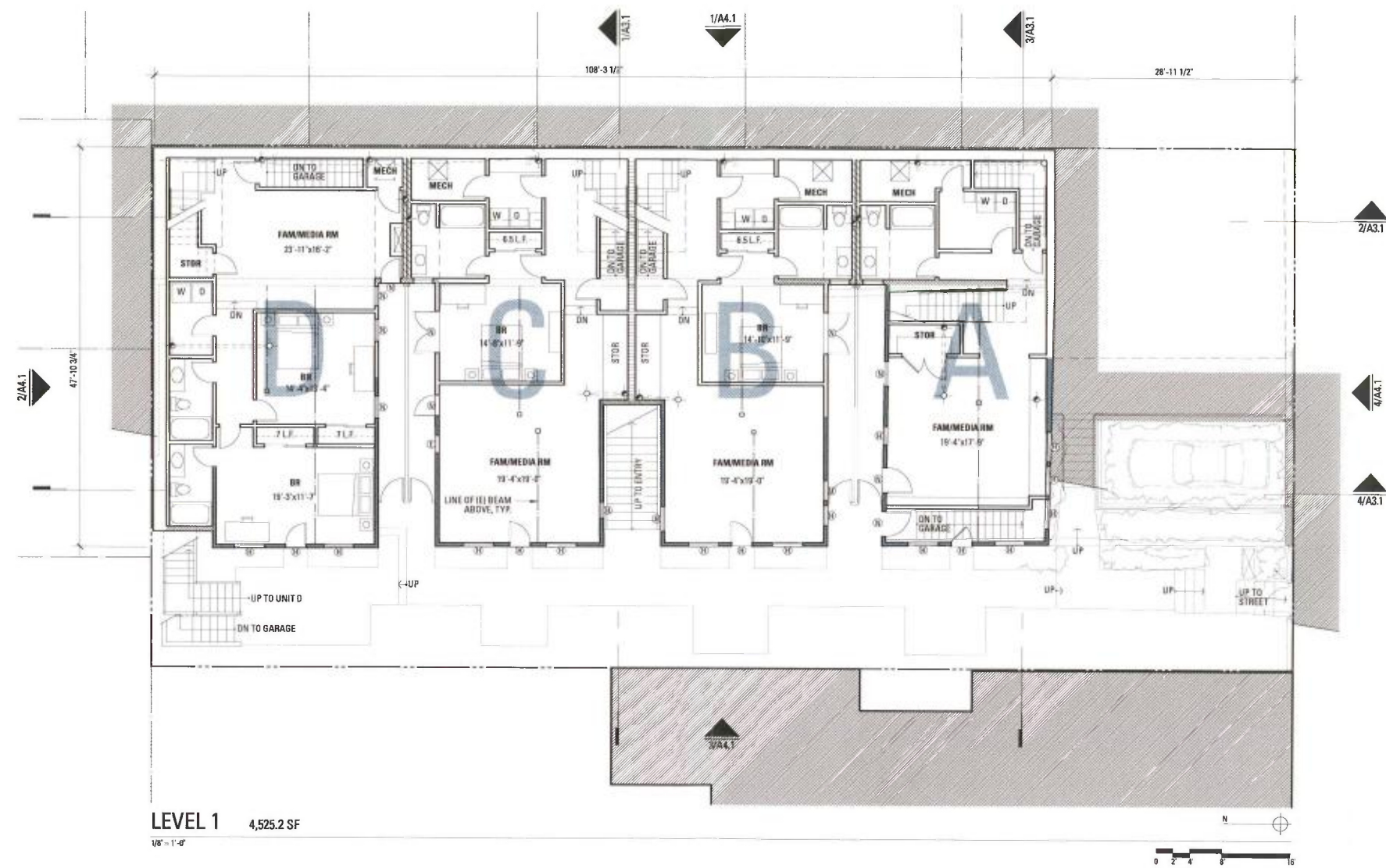
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**A2.0**

sheet





LEGEND	
	EXISTING WALLS TO REMAIN
	NEW 2X4 WALLS
	NEW 2X6 WALLS
	NEW PARTY WALLS: DBL 2X4 W/ 1" AIR GAP & 2 LAYERS GWB EA. SIDE
	NEW 1-HR FIRE-RATED PARTY WALLS
	HISTORIC WINDOW/DOOR
	EXISTING, NON-HISTORIC WINDOW/DOOR
	NEW WINDOW/DOOR
	WASTE LINE
	WASTE LINE FROM ABOVE

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6.5.09 Heritage submittal  
5.18.09 Planning submittal  
5.5.09 Neighbor review

rev issued

**LEVEL 1 PLAN**

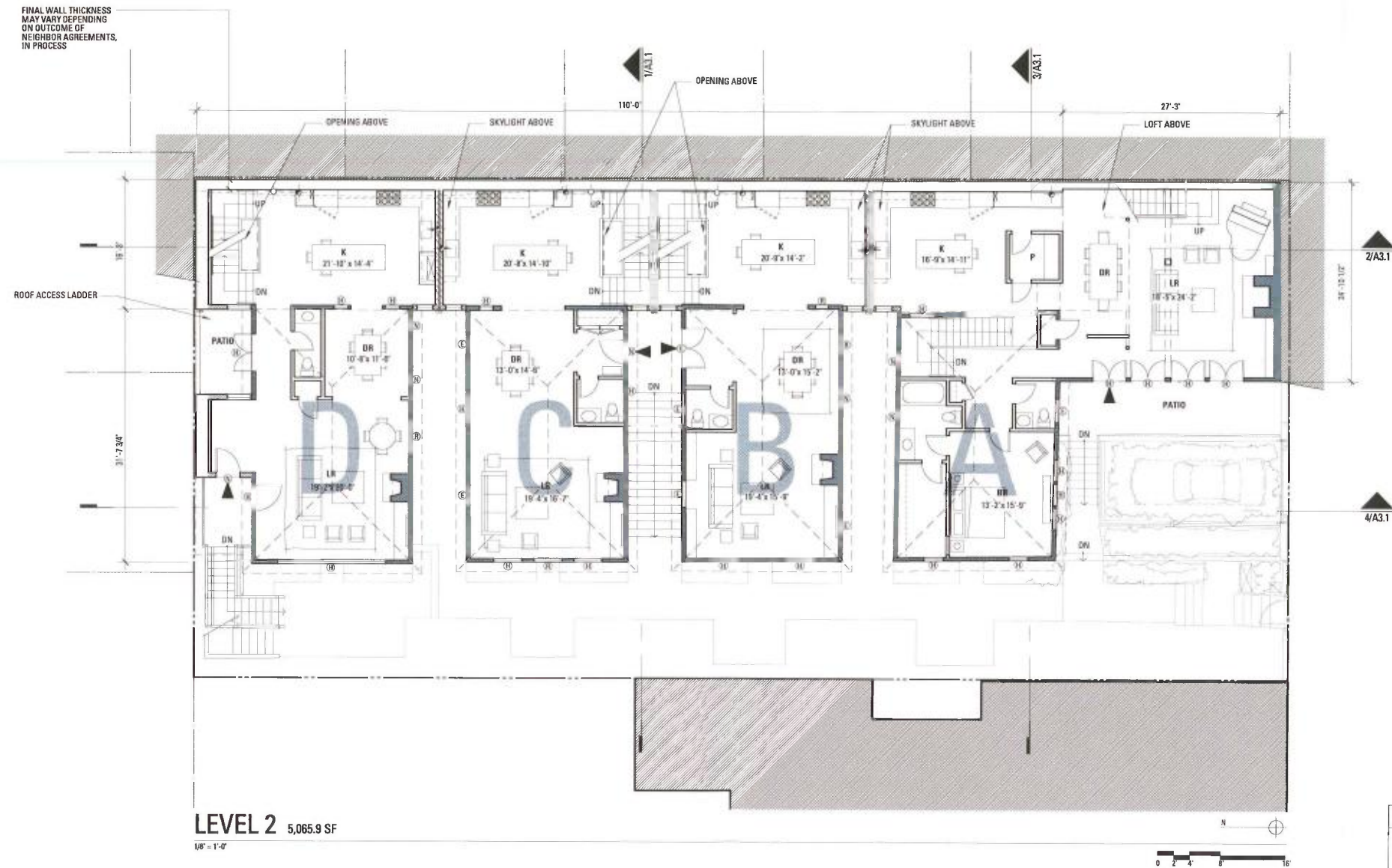
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**A2.1**

FINAL WALL THICKNESS  
MAY VARY DEPENDING  
ON OUTCOME OF  
NEIGHBOR AGREEMENTS,  
IN PROCESS



LEGEND	
	EXISTING WALLS TO REMAIN
	NEW 2X4 WALLS
	NEW 2X6 WALLS
	NEW PARTY WALLS: DBL 2X4 W/ 1" AIR GAP & 2 LAYERS GWB EA. SIDE
	NEW FIRE-RATED PARTYWALLS:
	HISTORIC WINDOW/DOOR
	EXISTING, NON-HISTORIC WINDOW/DOOR
	NEW WINDOW/DOOR
	WASTE LINE
	WASTE LINE FROM ABOVE

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6.5.09	Heritage submittal
5.18.09	Planning submittal
5.5.09	Neighbor review

REV	ISSUED	DATE
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## LEVEL 2 PLAN

title

## FILBERT STREET COTTAGES

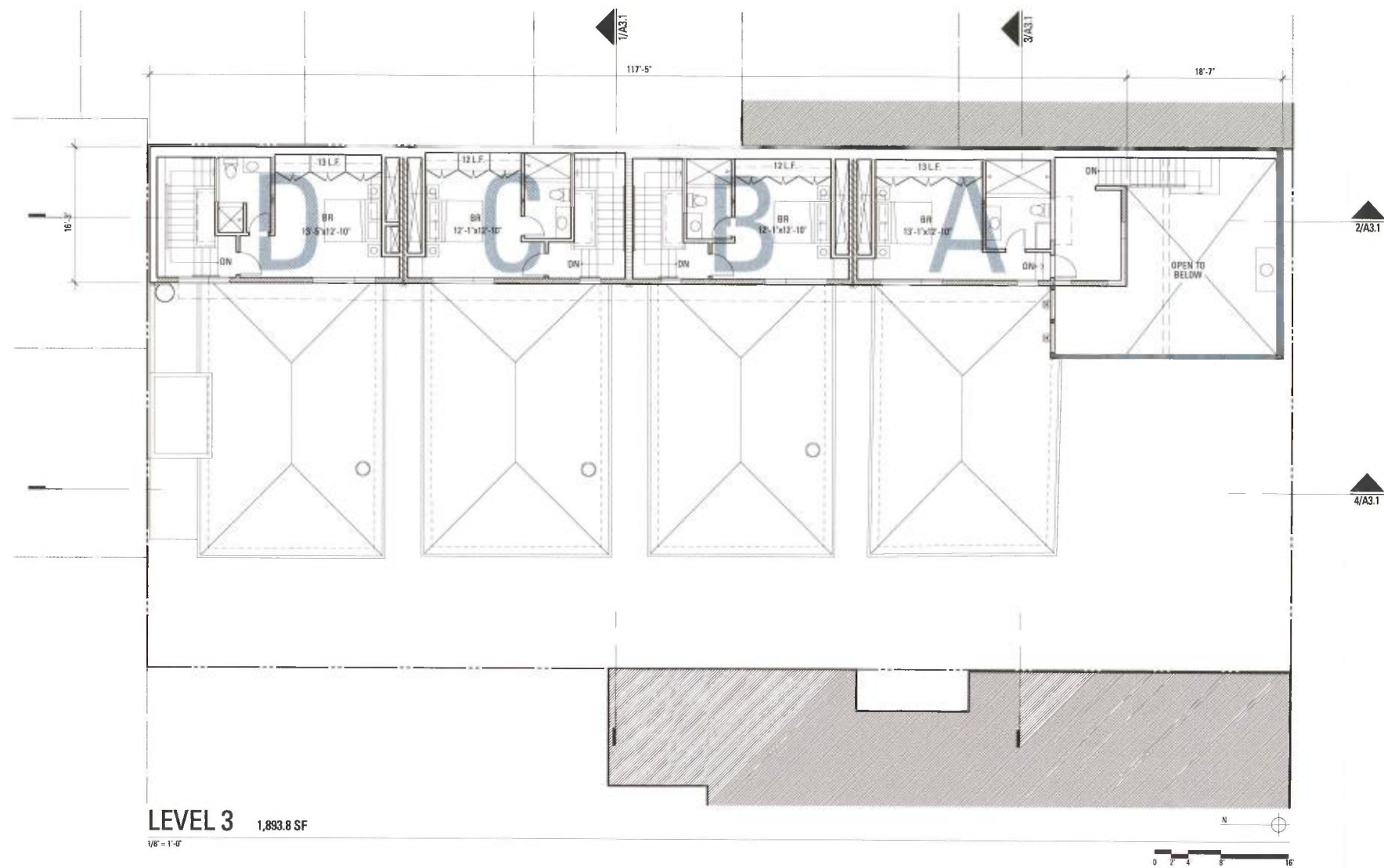
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# A2.2

sheet





LEGEND	
	EXISTING WALLS TO REMAIN
	NEW 2X4 WALLS
	NEW 2X6 WALLS
	NEW PARTY WALLS: DBL 2X4 W/ 1" AIR GAP & 2 LAYERS GWB EA. SIDE
	NEW FIRE-RATED PARTYWALLS
	HISTORIC WINDOW/DOOR
	EXISTING, NON-HISTORIC WINDOW/DOOR
	NEW WINDOW/DOOR
	WASTE LINE
	WASTE LINE FROM ABOVE

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REV ISSUED SET

### LEVEL 3 PLAN

Rite

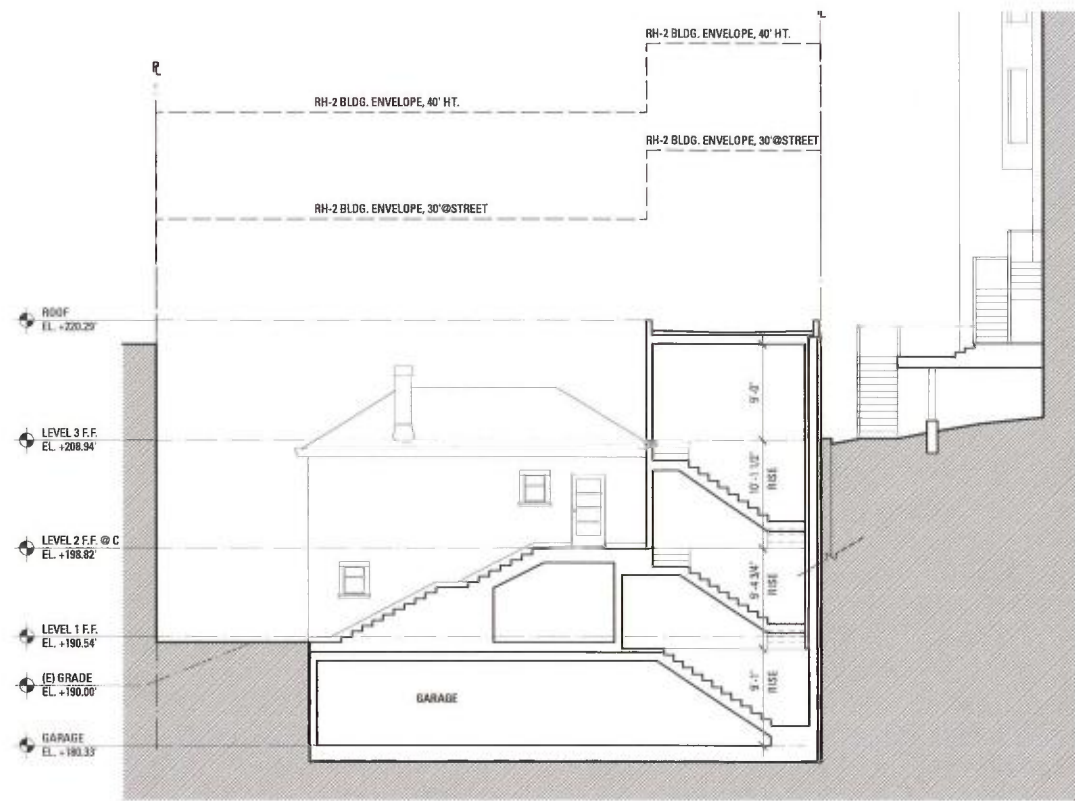
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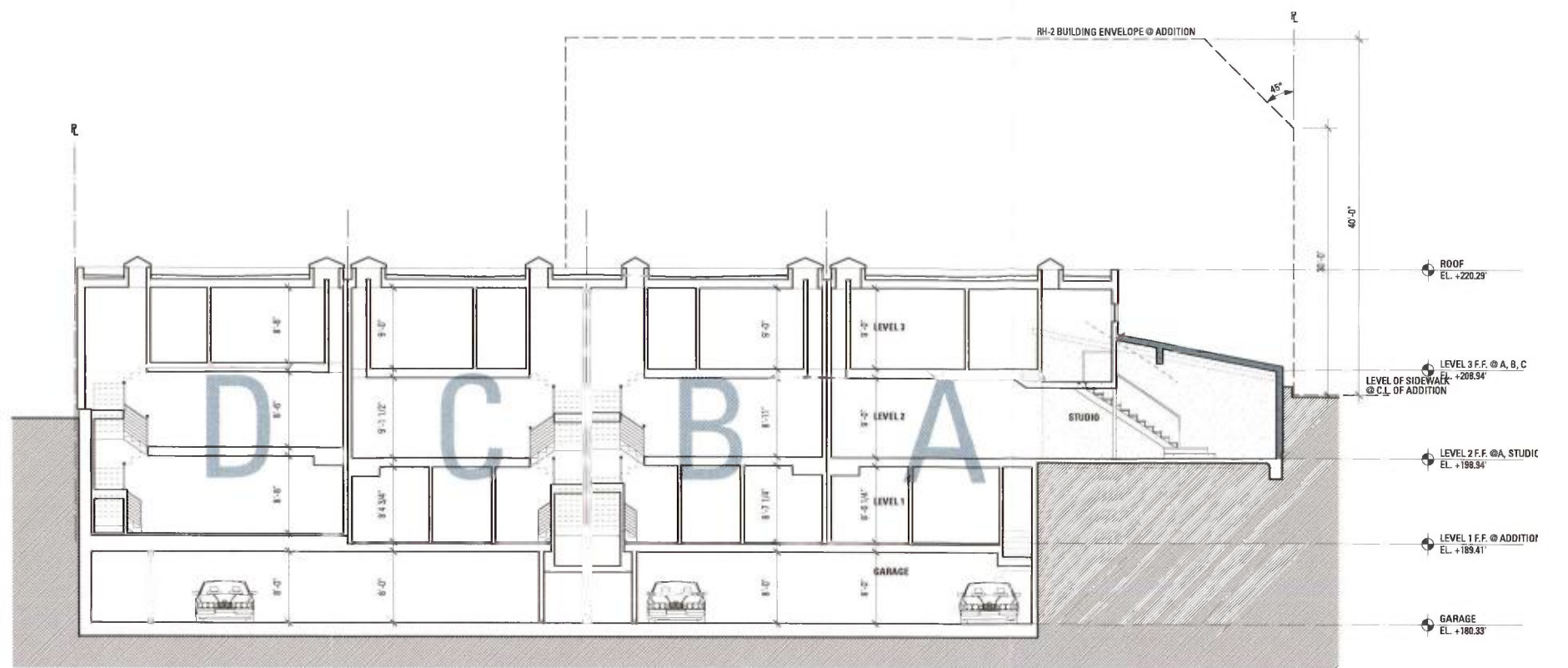
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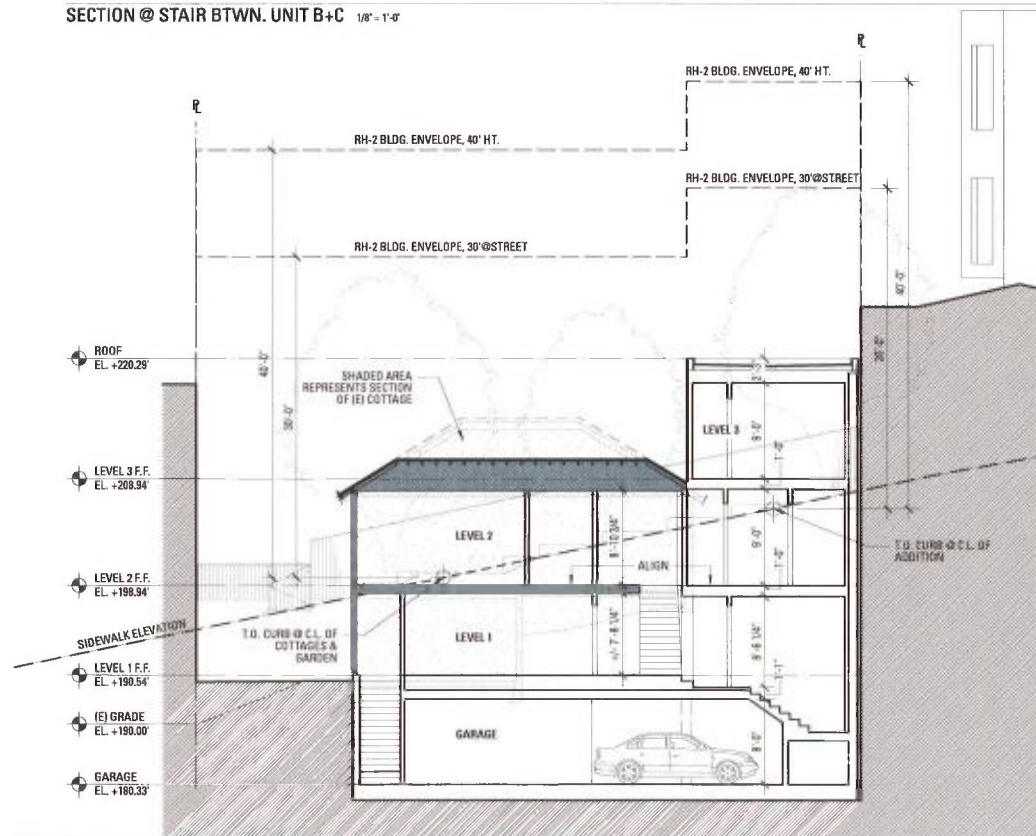
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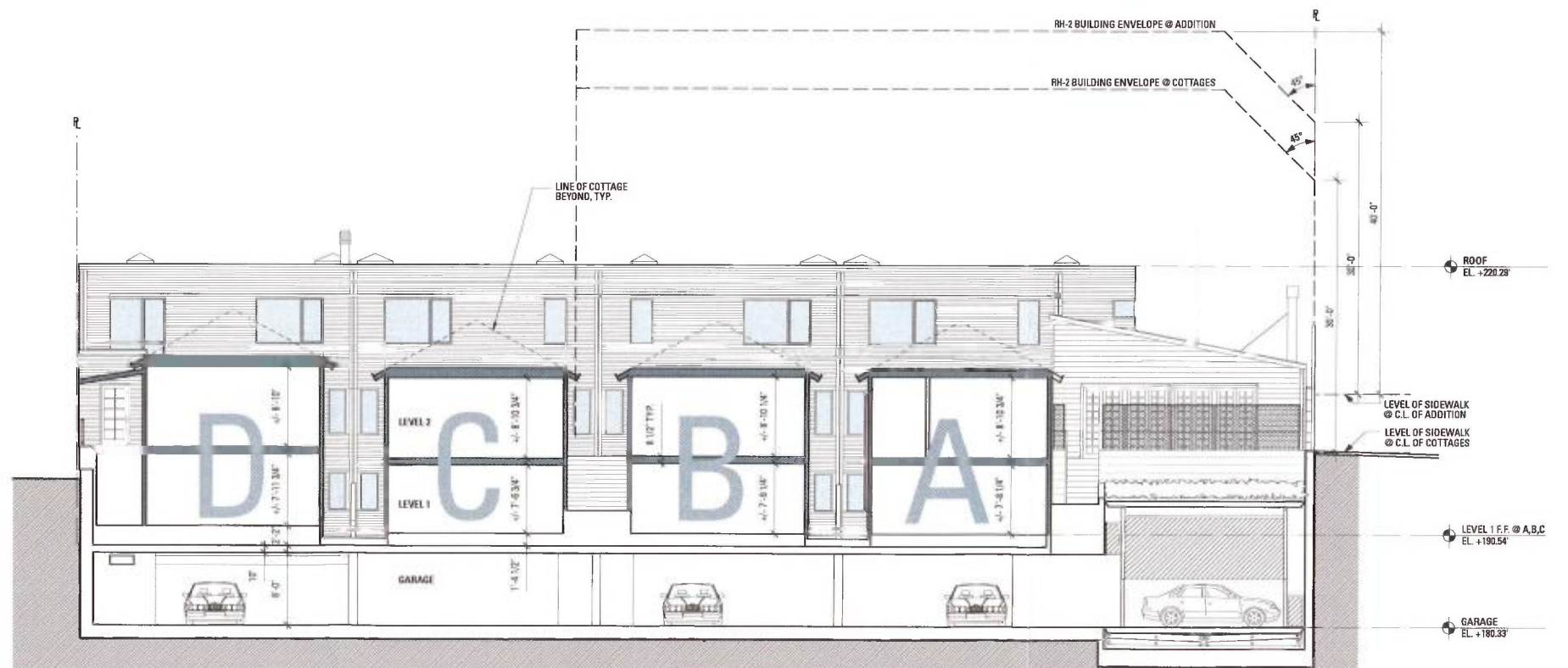
1  
SECTION @ STAIR BTWN. UNIT B+C 1/8" = 1'-0"



2  
SECTION THROUGH ADDITION 1/8" = 1'-0"



3  
SECTION @ UNIT A 1/8" = 1'-0"



4  
LONGITUDINAL SECTION 1/8" = 1'-0"

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**LEGEND**  
— EXISTING WALLS TO REMAIN  
— NEW WALLS

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5.18.09 Planning submittal  
5.5.09 Neighbor review

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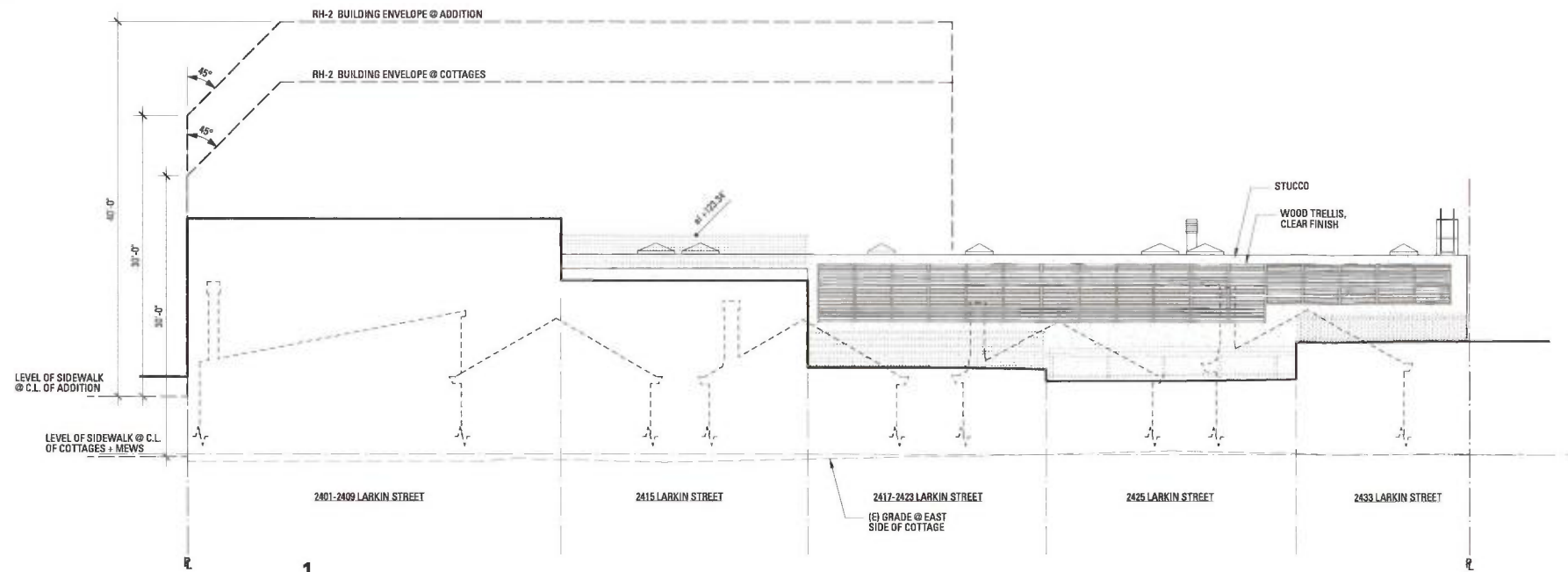
## SECTIONS

**FILBERT STREET COTTAGES**  
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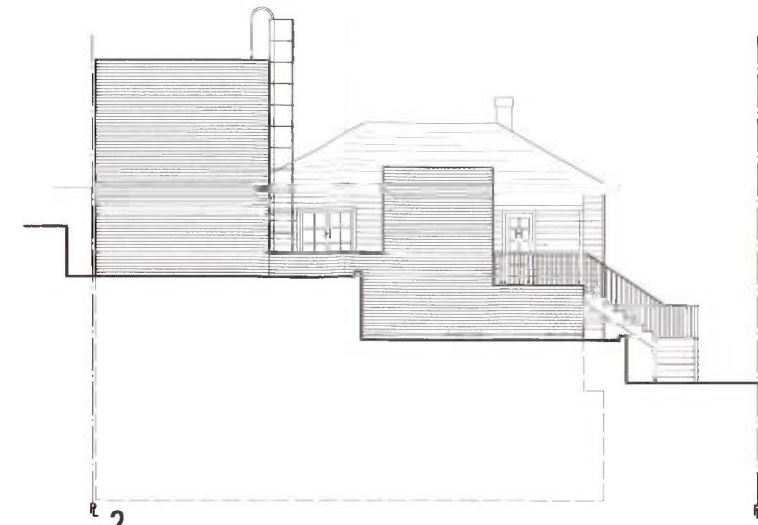
**A3.1**

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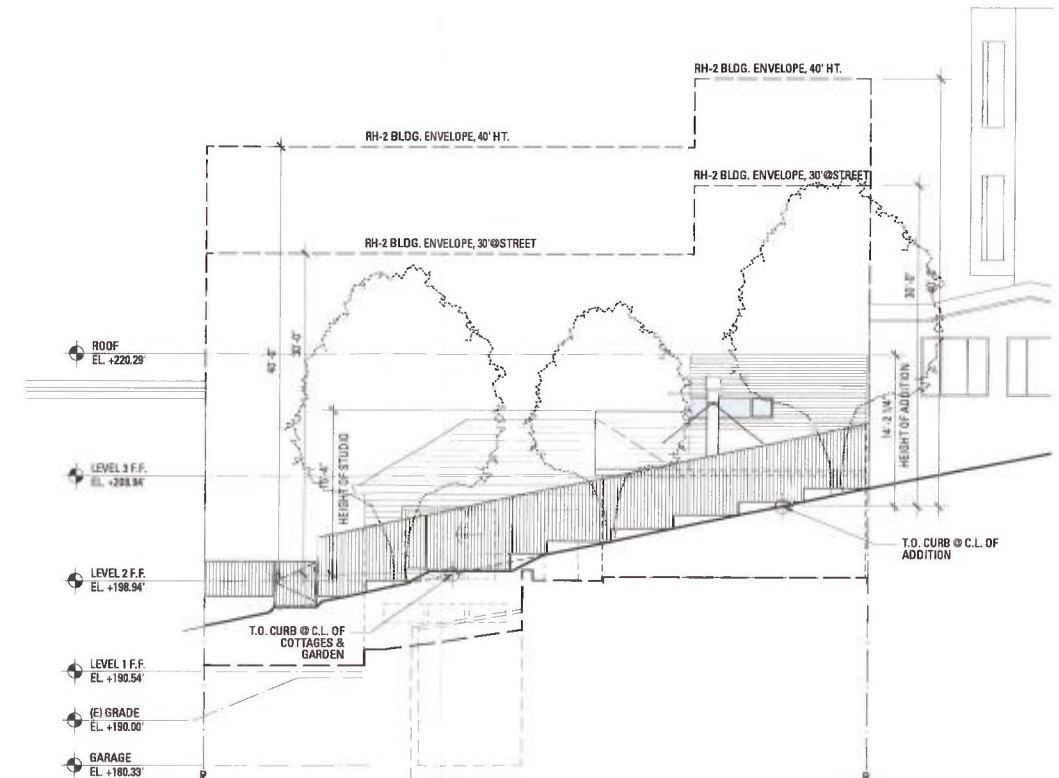
1  
EAST ELEVATION (VIEW FROM MEISLIN PROPERTY) 1/8" = 1'-0"



2  
NORTH ELEVATION 1/8" = 1'-0"



3  
WEST ELEVATION 1/8" = 1'-0"



4  
SOUTH ELEVATION 1/8" = 1'-0"

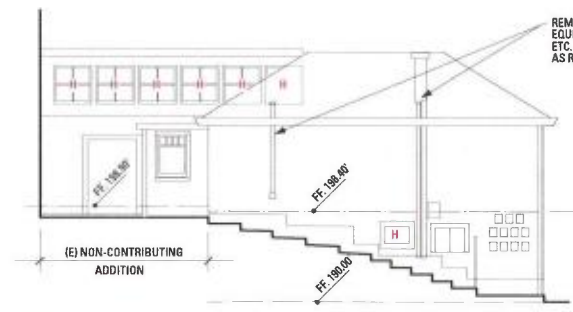
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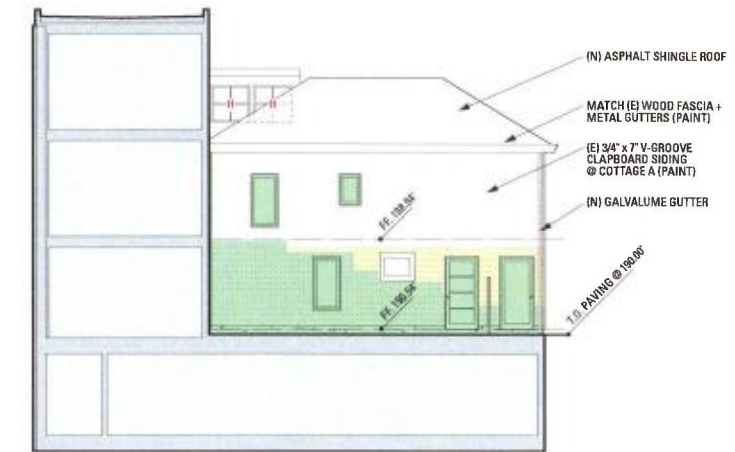
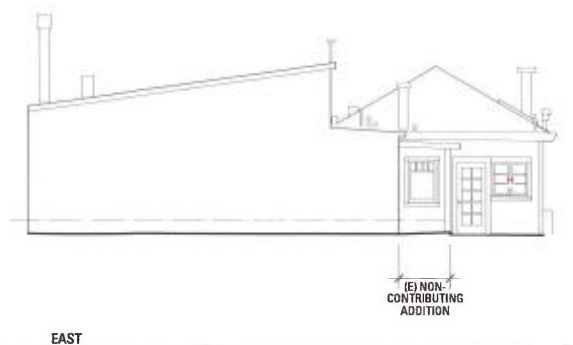
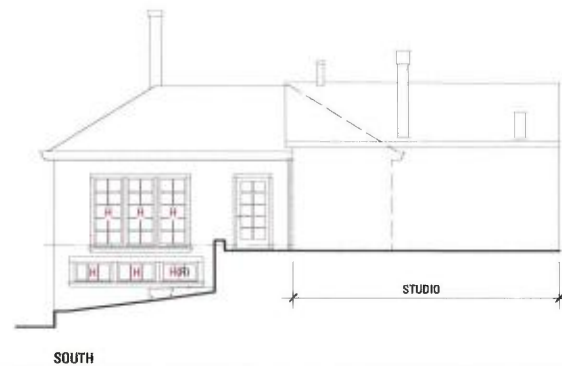
**ELEVATIONS**  
99a  
**FILBERT STREET COTTAGES**  
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**A3.2**

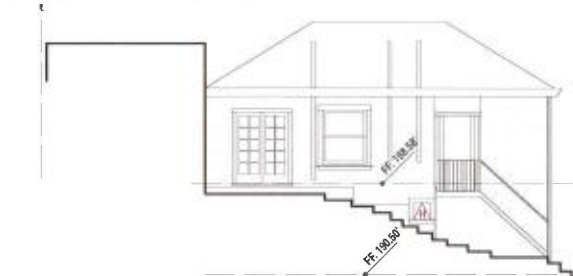
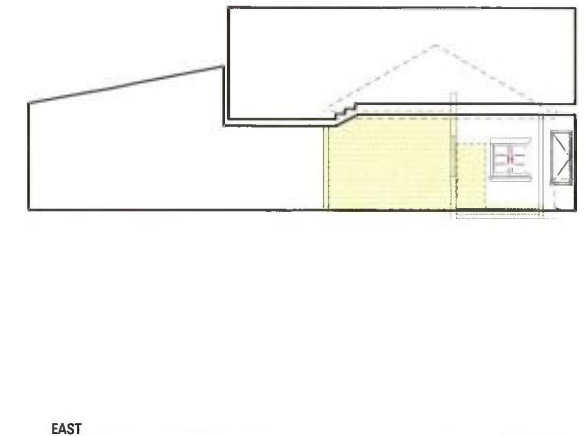
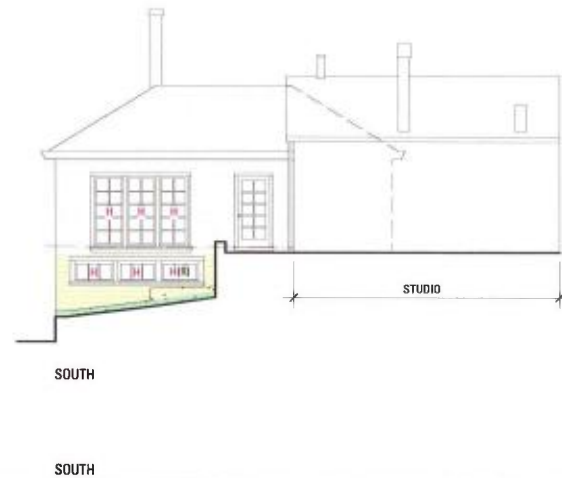
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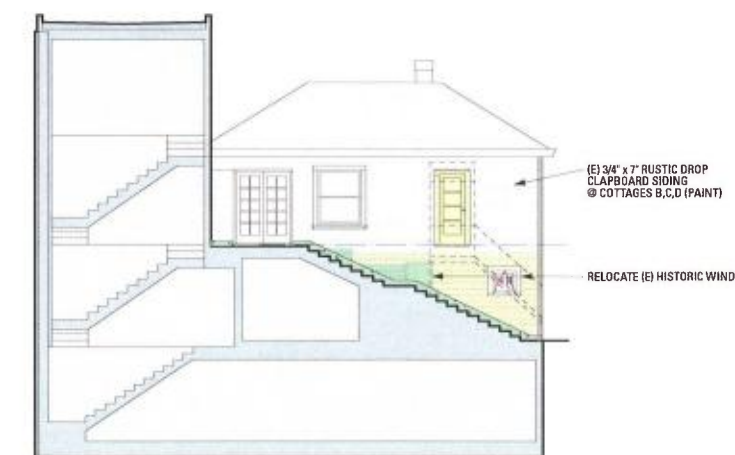
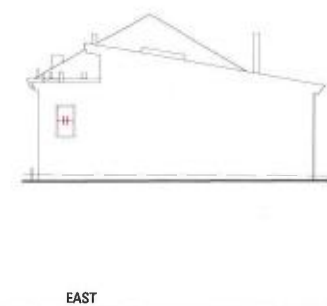
NORTH  
EXISTING COTTAGE A 1/8" = 1'-0"



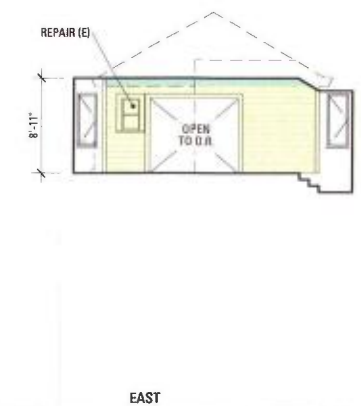
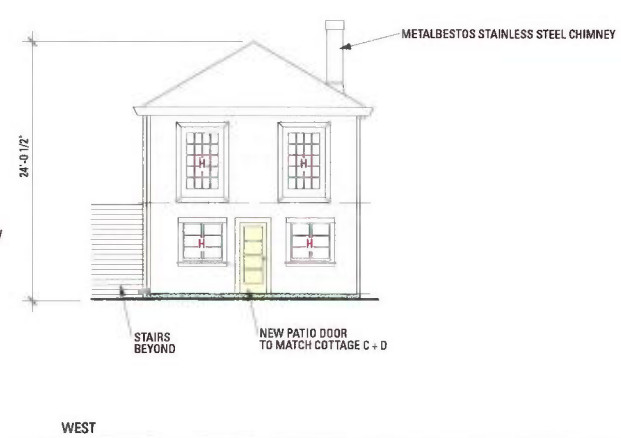
NORTH  
PROPOSED COTTAGE A 1/8" = 1'-0"



NORTH  
EXISTING--COTTAGE B 1/8" = 1'-0"



NORTH  
PROPOSED--COTTAGE B 1/8" = 1'-0"



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1144 65th Street Unit E Emeryville, CA 94608 P/ 510 594.8700

LEGEND					
(E) OPENING OR SIDING TO BE RESTORED	NEW OPENING OR SIDING	NEW REAR ADDITION	H = HISTORIC WINDOW	(R) = RESTORED WINDOW	

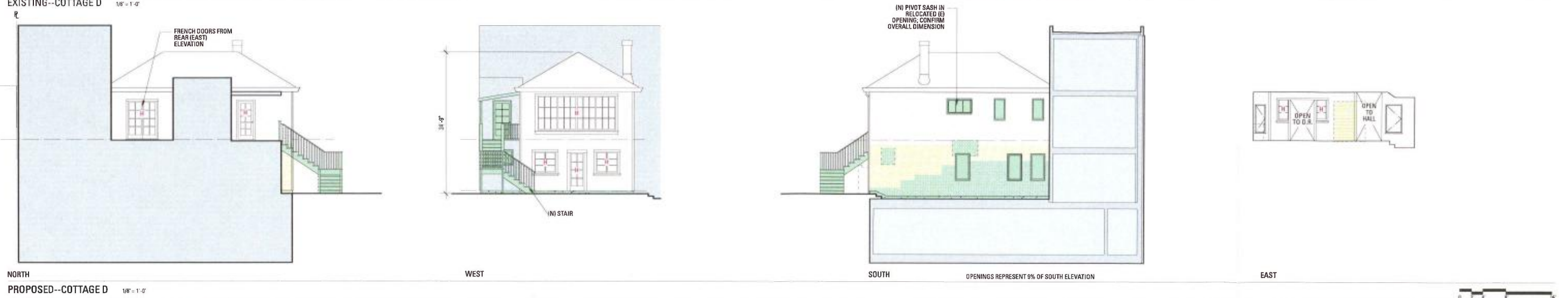
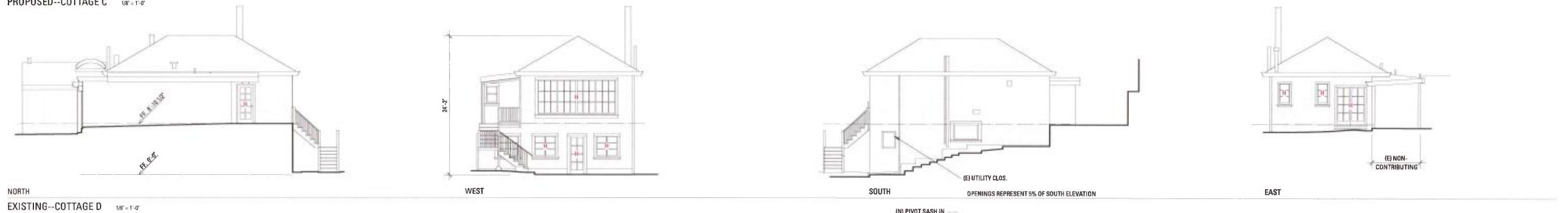
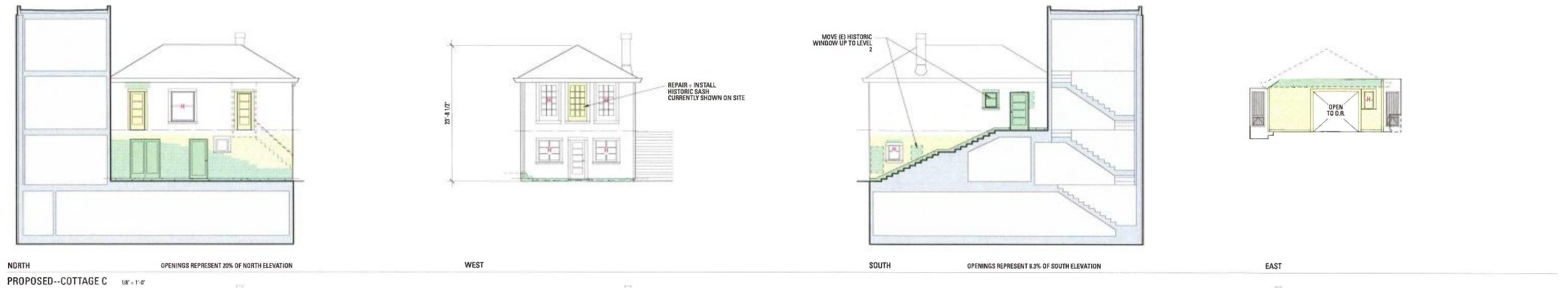
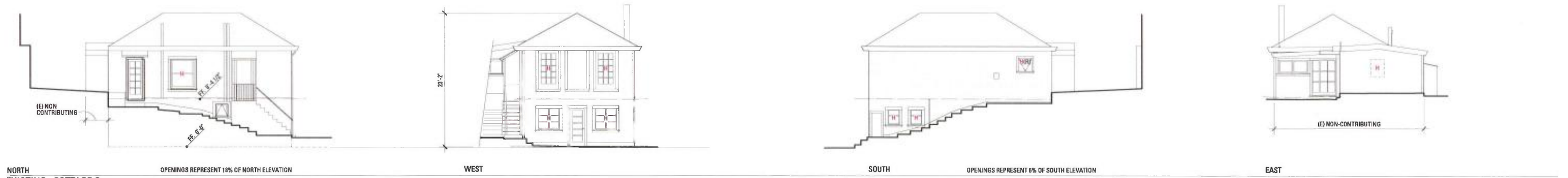
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5.18.09	Planning submittal
5.5.09	Neighbor review
rev	issued
	set

**UNIT A+B ELEVATIONS**  
Title  
**FILBERT STREET COTTAGES**  
1338 FILBERT STREET, SAN FRANCISCO, CA 94109

**A3.3**







**BUTTRICK WONG Architects**  
1144 65th Street Unit E Emeryville, CA 94608 P/ 510 594.8700

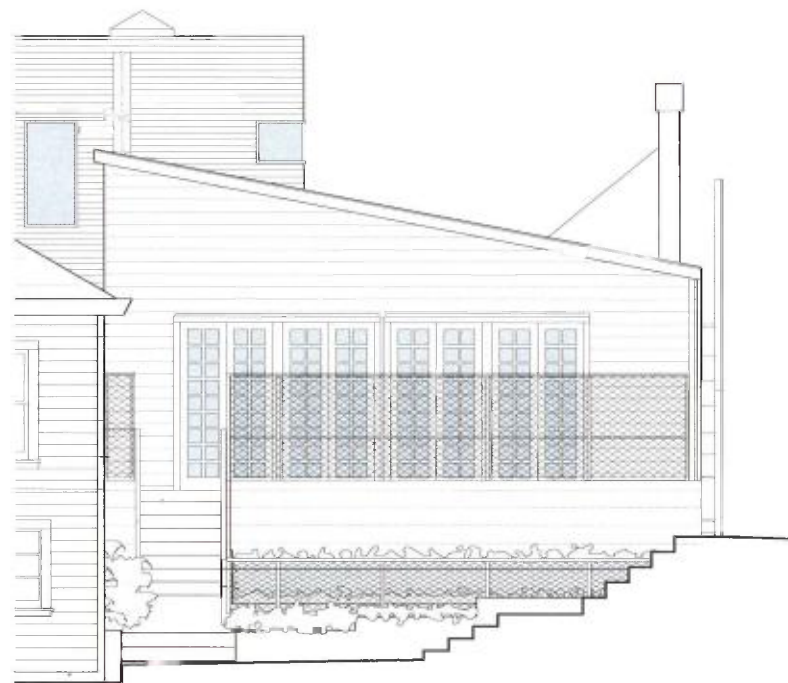
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(E) OPENING OR SIDING TO BE RESTORED	NEW OPENING OR SIDING	NEW REAR ADDITION	H - HISTORIC WINDOW	(R) - RESTORED WINDOW

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5.18.09	Planning submittal	
5.5.09	Neighbor review	
rev	issued	set

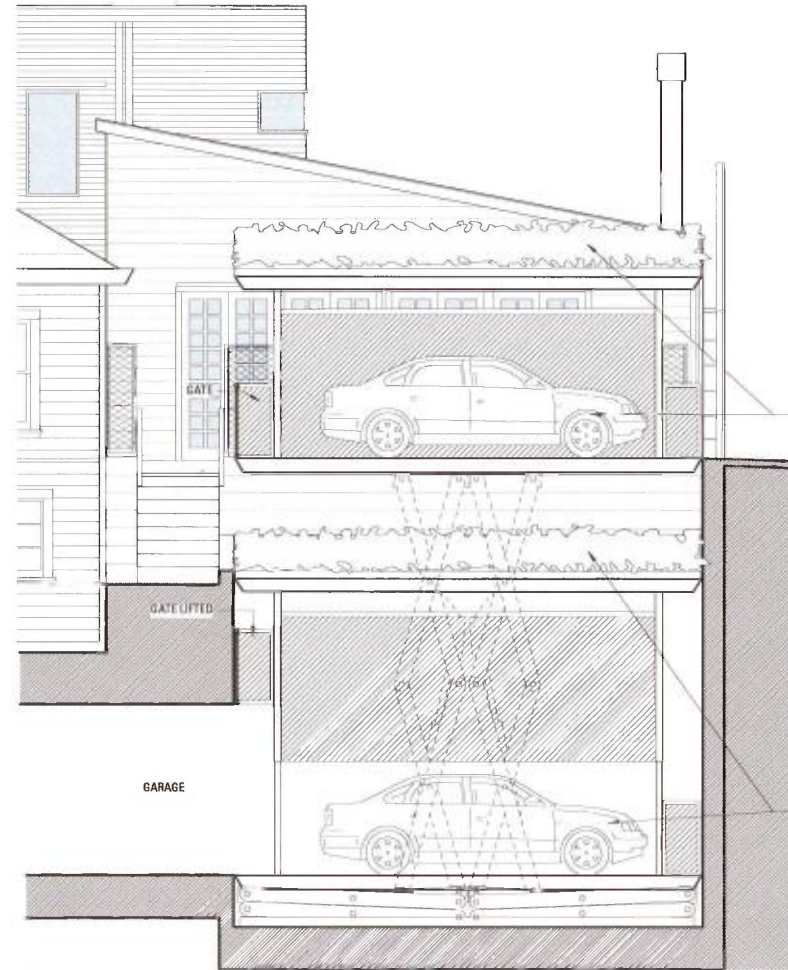
**UNIT C+D ELEVATIONS**  
1338 FILBERT STREET, SAN FRANCISCO, CA 94109

**A3.4**





1  
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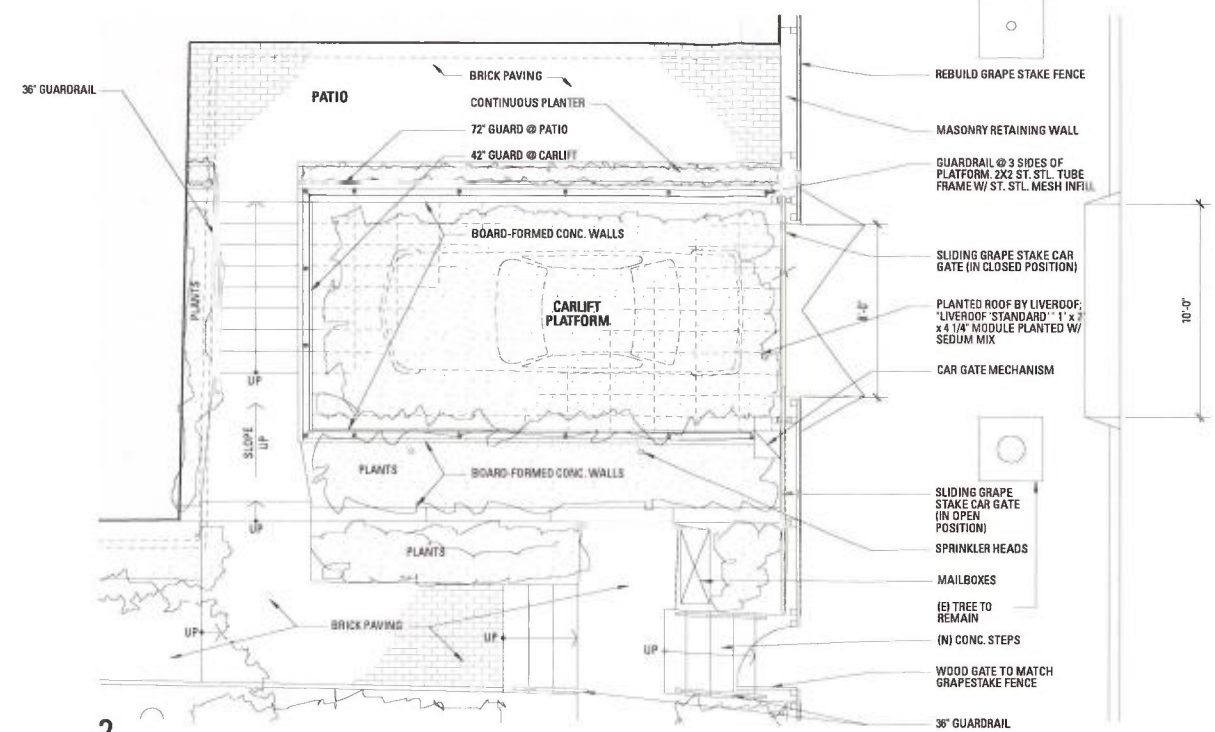
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LIFT SECTION (CAR SHOWN UP+DOWN) 1/4" = 1'-0"



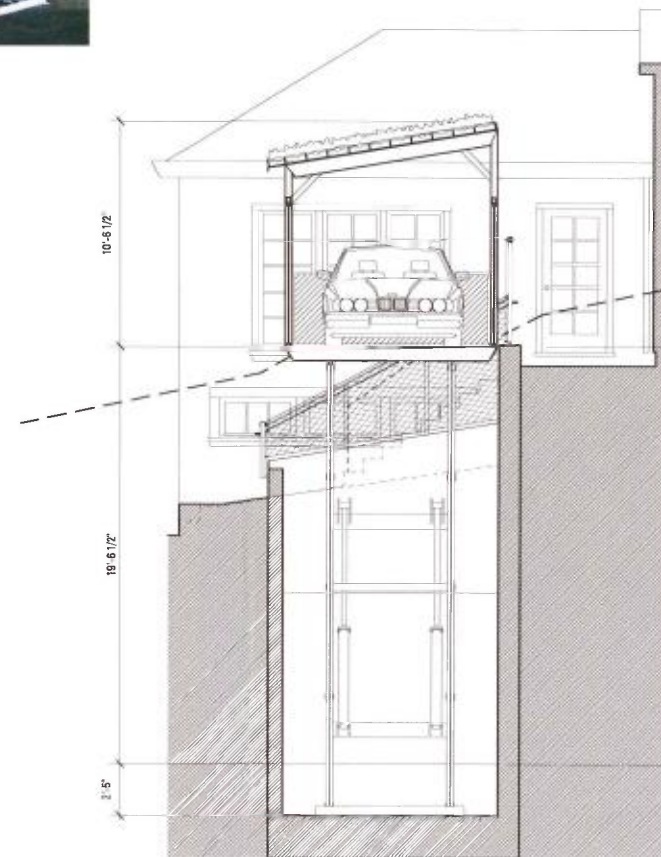
SIMILAR 'LIVEROOF' PLANTED ROOF



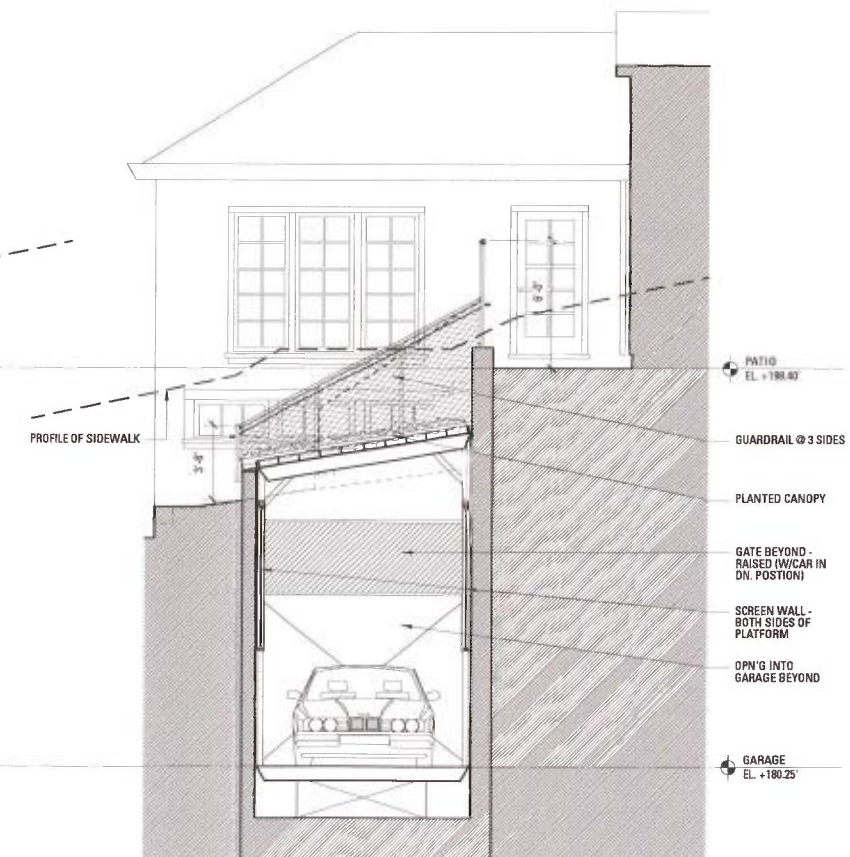
SIMILAR LIFT ASSEMBLY W/ CANOPY



2  
LIFT PLAN 1/4" = 1'-0"

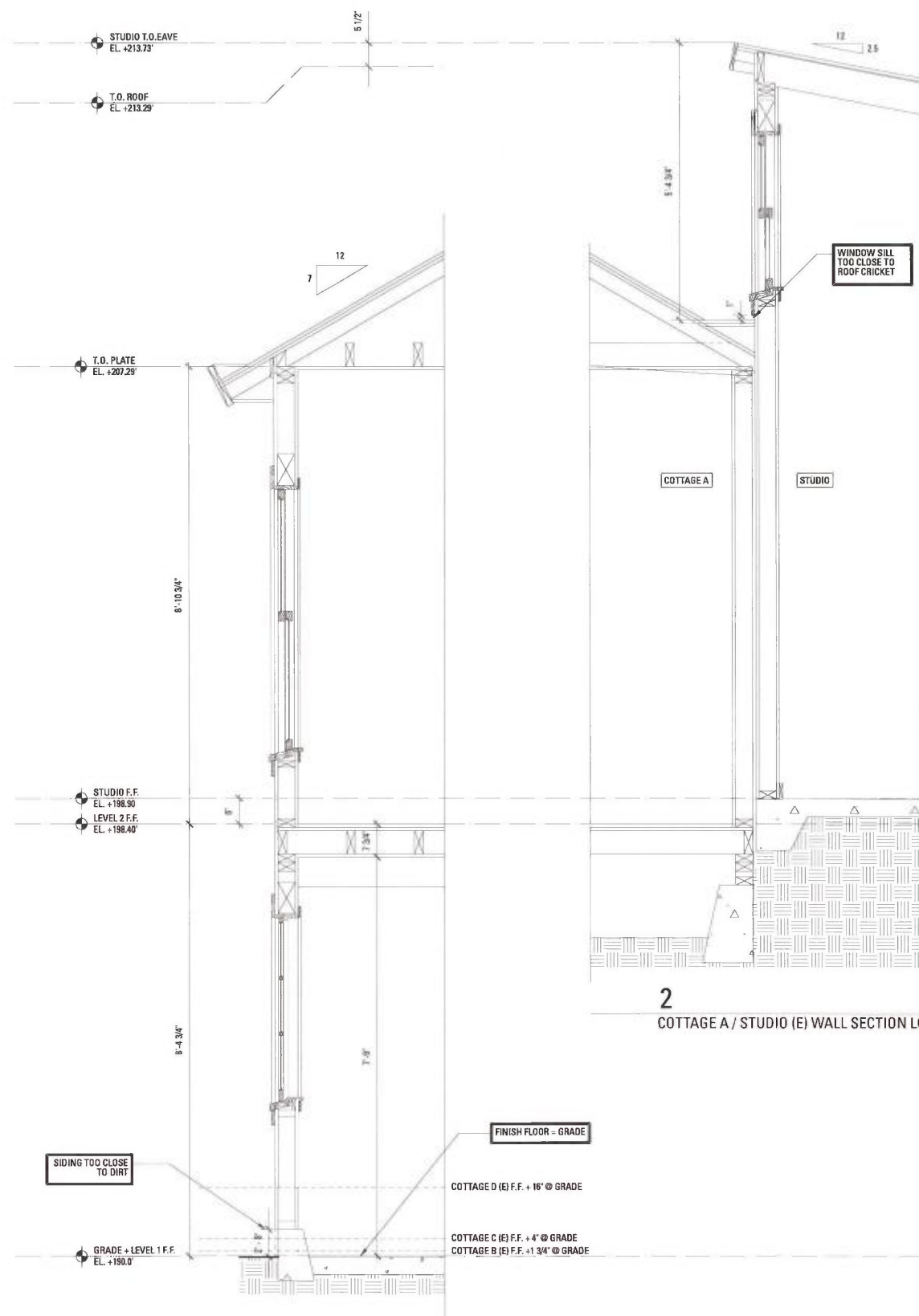


4  
LIFT SECTION - (CAR UP) 1/4" = 1'-0"

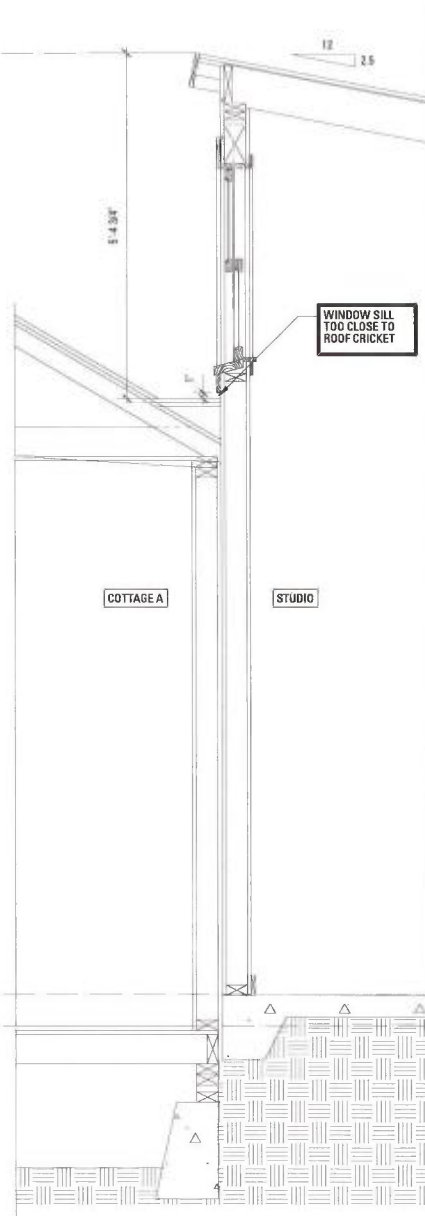


5  
LIFT SECTION - (CAR DOWN) 1/4" = 1'-0"

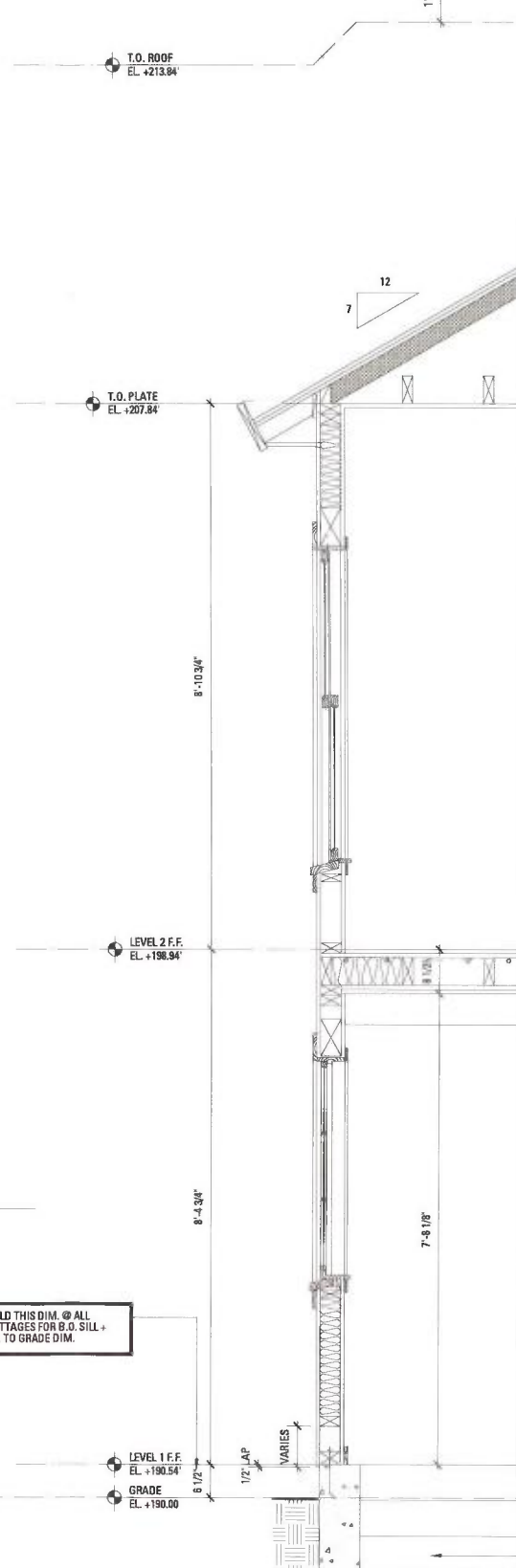




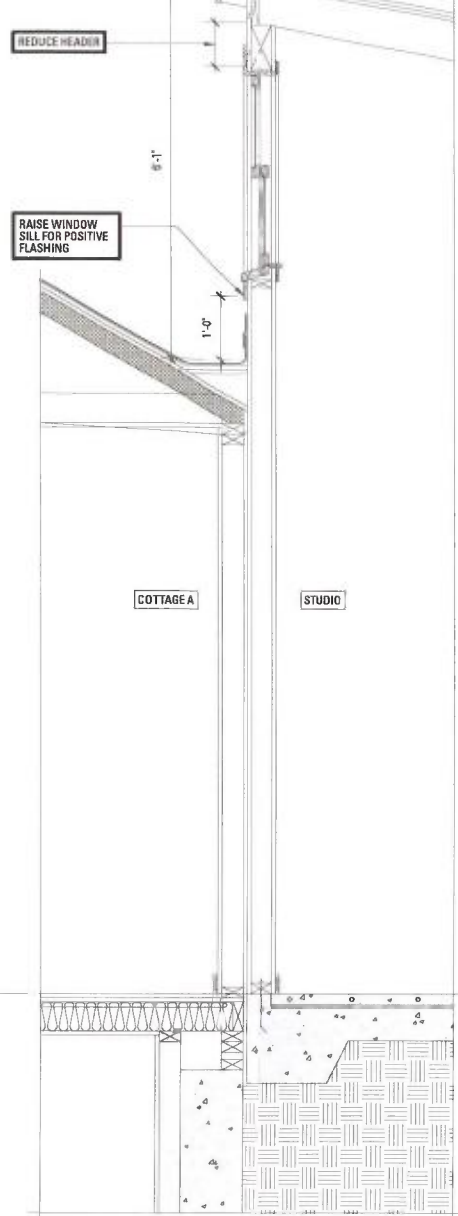
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COTTAGE A (E) WALL SECTION LOOKING NORTH 3/4" = 1'-0"



2  
COTTAGE A / STUDIO (E) WALL SECTION LOOKING EAST 3/4" = 1'-0"



3  
COTTAGE A (N) WALL SECTION LOOKING NORTH 3/4" = 1'-0"



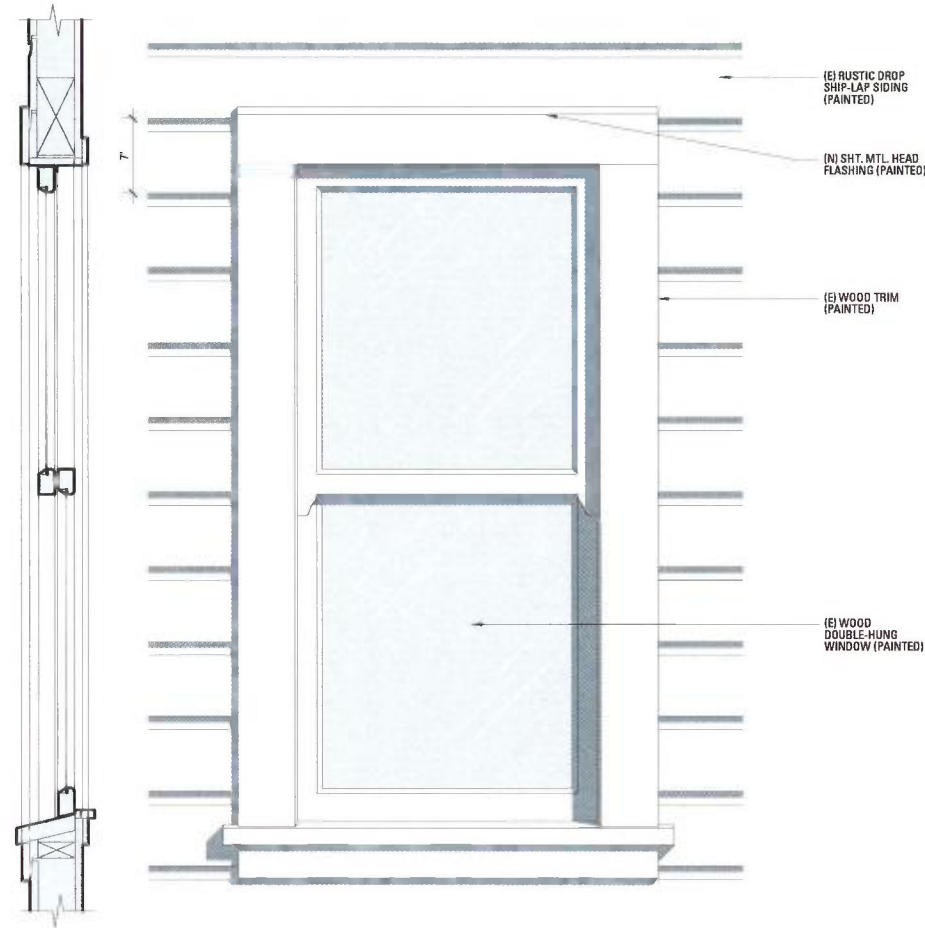
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COTTAGE A / STUDIO (N) WALL SECTION LOOKING EAST 3/4" = 1'-0"

**BUTTRICK WONG Architects**  
1144 65th Street Unit E Emeryville, CA 94608 P/ 510.594.8700

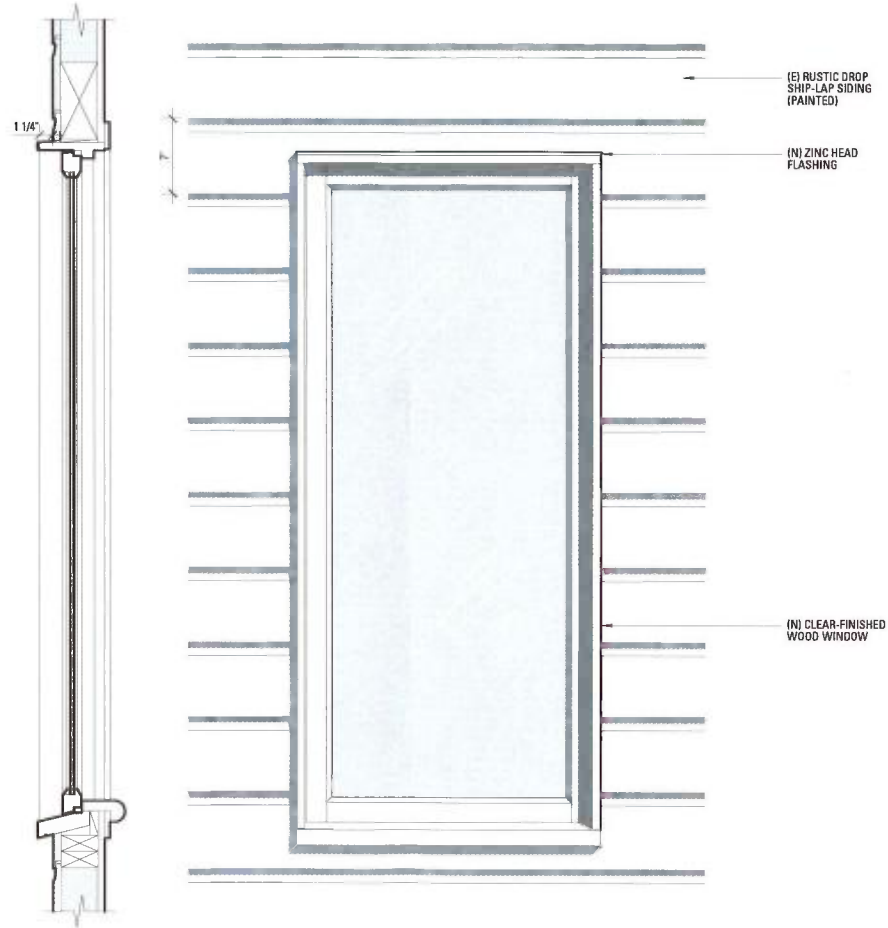
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5.18.09	Planning submittal	
5.5.09	Neighbor review	
rev	issued	set

**3/4" SECTIONS**  
title  
**FILBERT STREET COTTAGES**  
1338 FILBERT STREET, SAN FRANCISCO, CA 94109  
All drawings are the property of the architect and shall not be reproduced, copied, or distributed without the written consent of the architect.

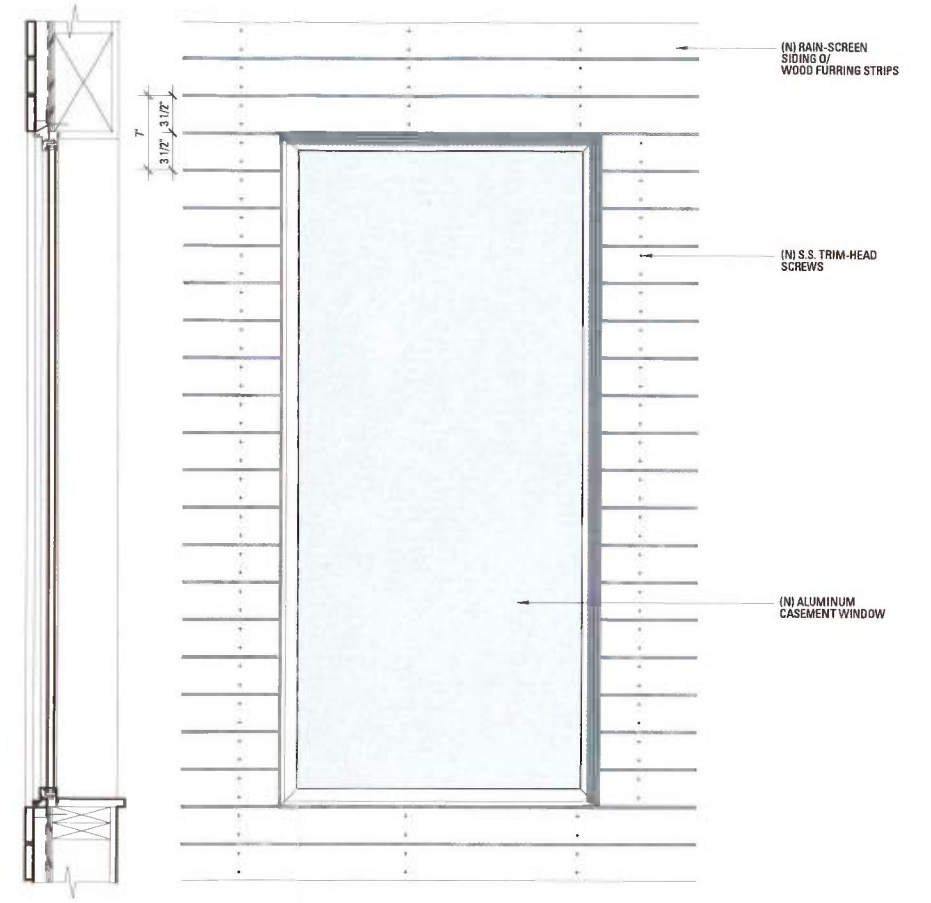
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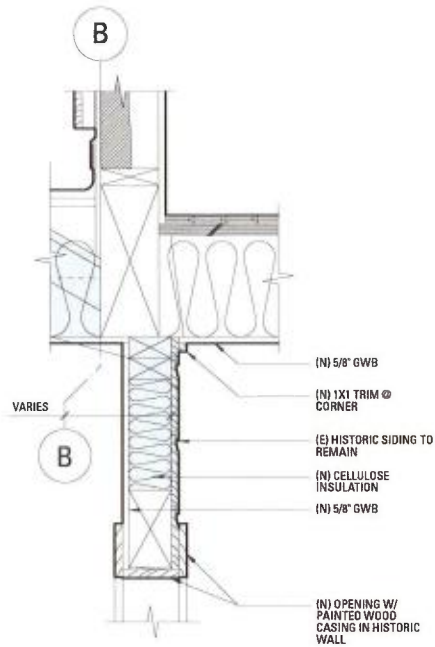
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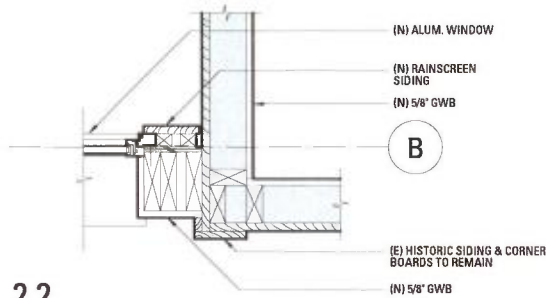
2  
(N) WINDOW IN HISTORIC WALL 3" = 1'-0"



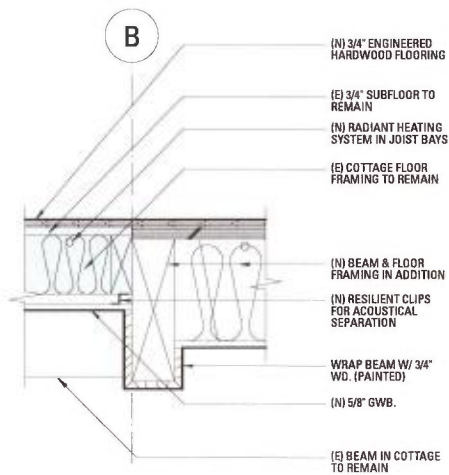
3  
(N) WINDOW IN (N) WALL 3" = 1'-0"



**2.3**  
SECTION @ CEILING 1 1/2" = 1'-0"



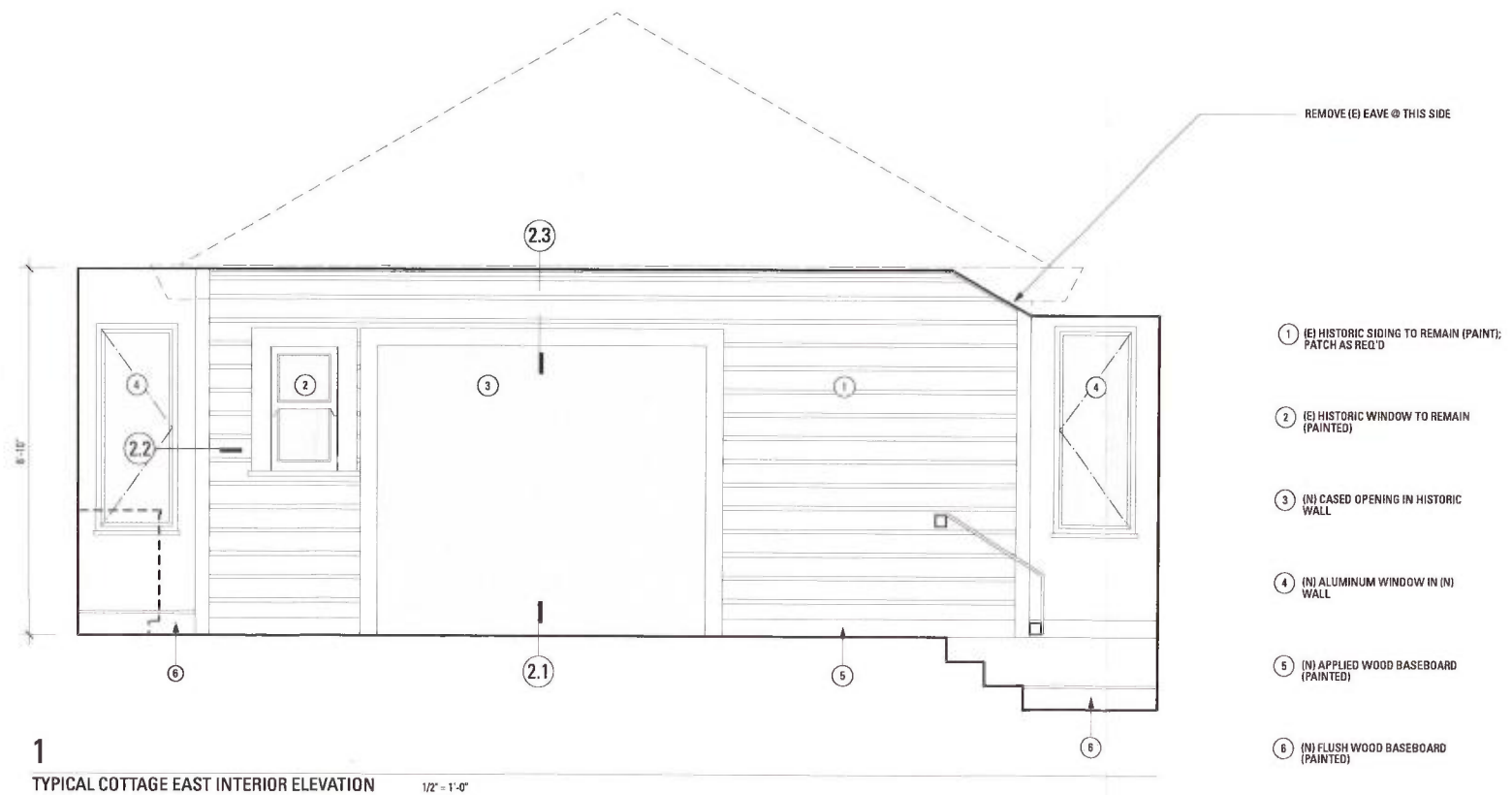
**2.2**  
PLAN DETAIL 1 1/2" = 1'-0"



**2.1**  
SECTION @ FLOOR 1 1/2" = 1'-0"

**2**  
COTTAGE/ADDITION INTERSECTION DETAILS

**NOTES:**  
1. ALL EXISTING HISTORIC MATERIAL TO REMAIN SHALL BE PRESERVED IN PLACE, OR REPLACED IN KIND IF DRYROT OR SIGNIFICANT DETERIORATION IS IDENTIFIED DURING CONSTRUCTION.







MEWS AND COURT



WEST OF LOT MASSING



FILBERT STREET SCAPE



EXISTING CONDITIONS



AERIAL



# HISTORIC LANDSCAPE PALETTE



**a**  
*Prunus cerasifera* var. "Atropurpurea",  
Purple cherry plum

Constraints: Wind burn, weak  
wood and breakage, a 'trash tree'



**b**  
*Leptospermum laevigatum*,  
Australian Tea Tree



**c**  
*Acer palmatum*,  
Japanese Maple



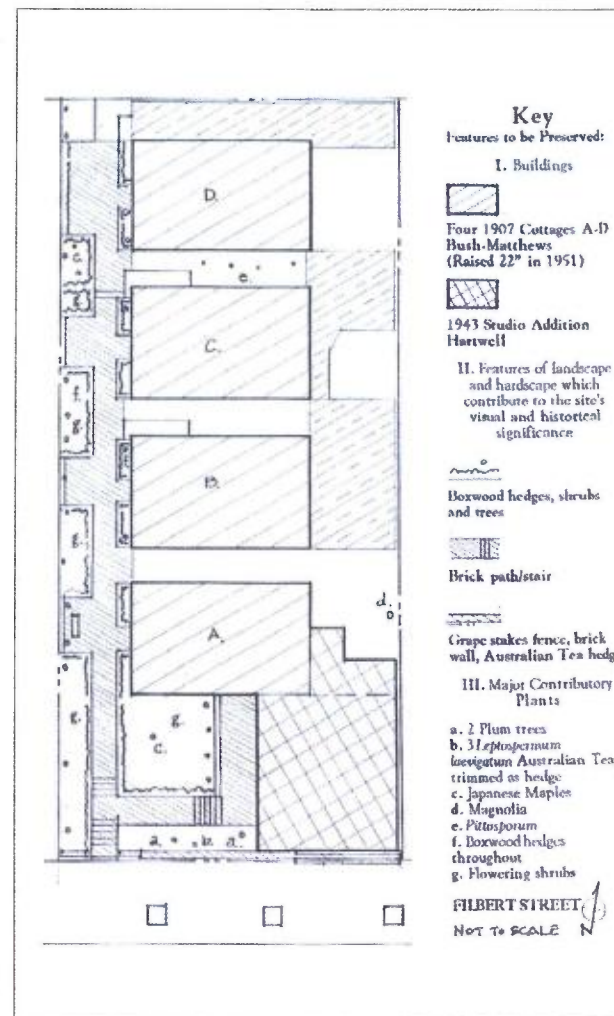
**e**  
*Pittosporum tobira*,  
Pittosporum



**f**  
*Buxus sempivirens*,  
Boxwood



**g**  
Flowering Shrubs  
[Understory]  
  
Not specifically prescribed  
in the Report.



HISTORIC KEY PLAN\*

\* SOURCE : LANDMARK DESIGNATION REPORT,  
JULY 21, 2001. CASE NO.: 2001.0232L

## NOTE REGARDING RECOMMENDED ALTERNATE TREE SPECIES :

SPECIES RECOMMENDED AS ALTERNATES TO THOSE LISTED IN THE CULTURAL LANDSCAPE REPORT ARE SELECTED TO SHARE VALUES AND CHARACTERISTICS [E.G., COLOR, TEXTURE, PATTERN, FORM] OF THOSE IN THE REPORT AND DO NOT AMOUNT TO A SIGNIFICANT IMPACT ON THE CULTURAL RESOURCE. THESE RECOMMENDED SPECIES ARE SELECTED BASED ON THEIR HORTICULTURAL VALUES RELATING TO SUITABILITY TO SAN FRANCISCO'S CLIMATE AND URBAN ENVIRONMENT, AND THEIR DISEASE RESISTANCE.

# PROPOSED LANDSCAPE PALETTE



**a alt. I**  
*Cercus canadensis*,  
Redbud var. 'Forest pansy'

Shared Value: Purple leaves,  
pink spring flowers



**a alt. II**  
*Cotinus coggyria*, 'Royal purple',  
Purple smoke tree

Shared Value: Purple leaves,  
prolific ornamental panicles



**b**  
*Leptospermum laevigatum* [cultivar],  
Australian Tea Tree



**c**  
*Acer palmatum*,  
Japanese Maple



**e**  
*Pittosporum tobira*,  
Pittosporum



**f**  
*Buxus sempivirens*,  
Boxwood



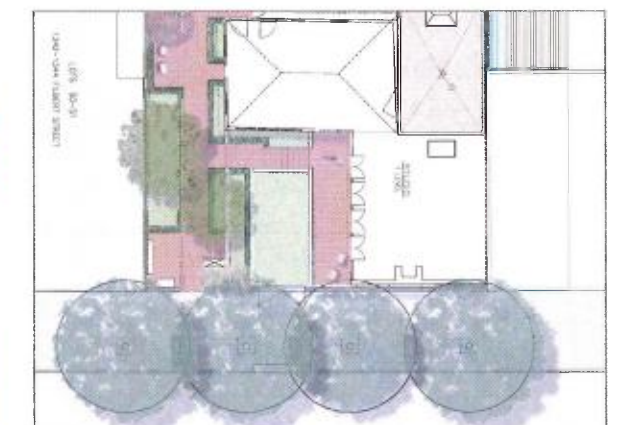
**g**  
Shrubs [UNDERSTORY]



**h**  
Vines and Espaliers [SCREENING]



Proposed Plan



Front Entry Alternative - Maple at Garage  
Lift [TBD]



PROPOSED LANDSCAPE MATERIALS  
AND FINISHES PALETTE



GRAPE STAKE FENCE



BRICK PATHS AND STAIRS



PLANTED RAILINGS



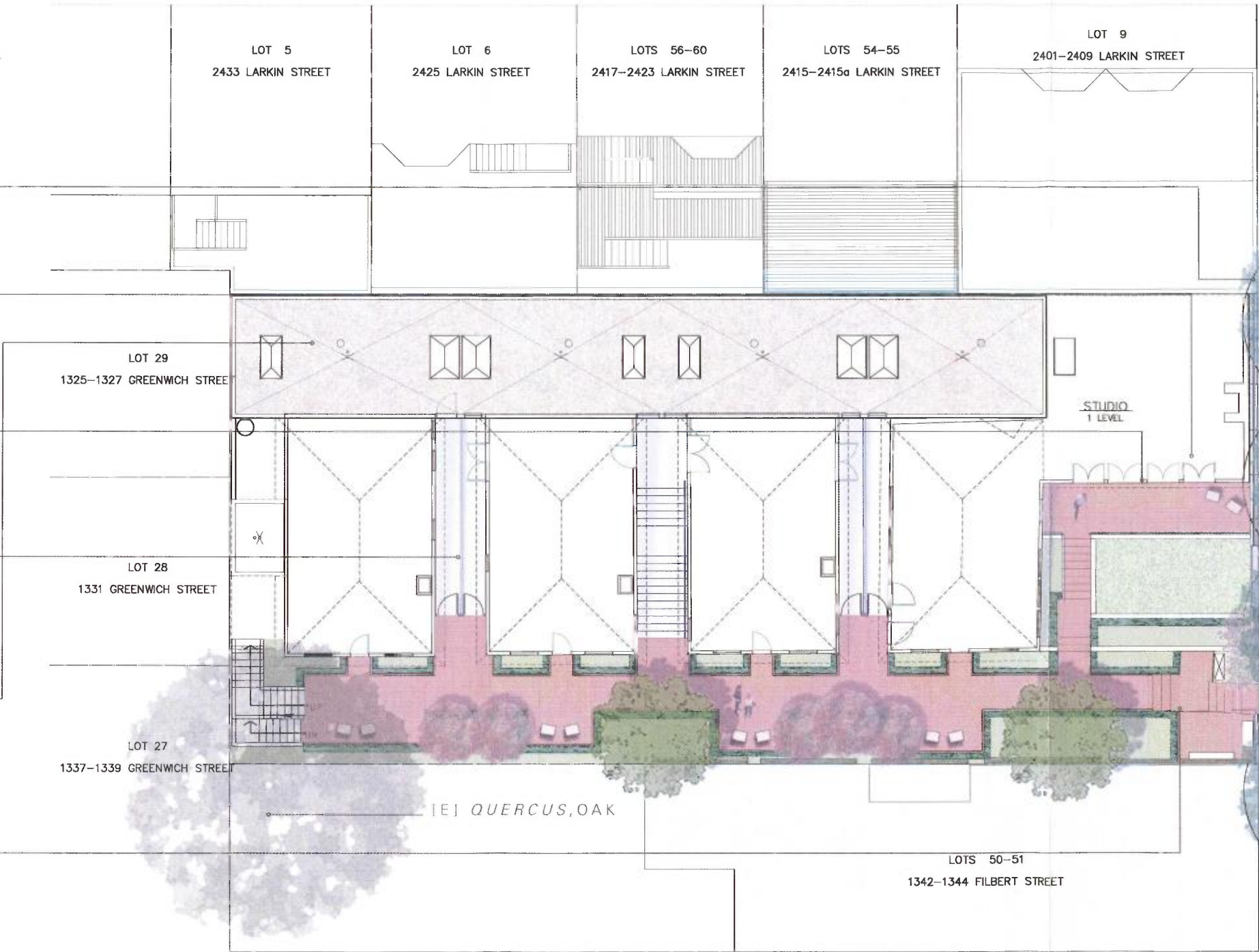
TRANSLUCENT SCREENS



ORNAMENTAL BALLAST ROOF

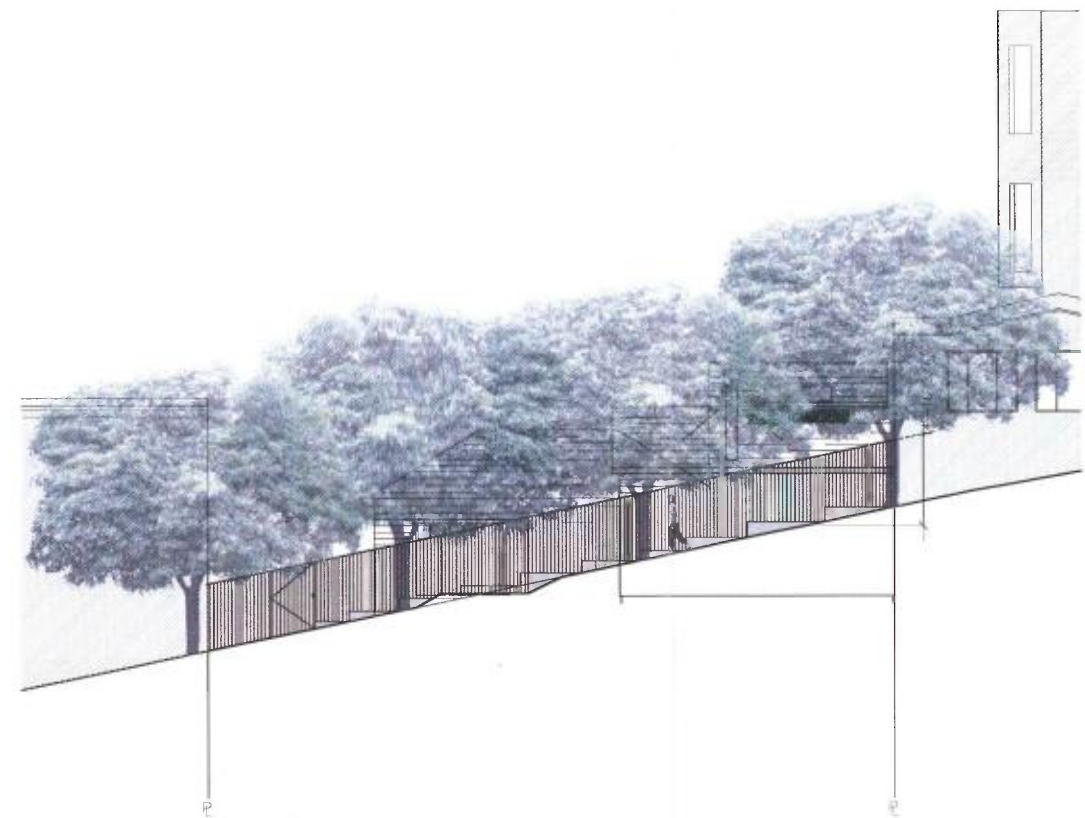


VERTICAL SCREEN  
WITH ESPALIER





ENTRY SECTION ELEVATION



STREETSCAPE AND FRONT ELEVATION





EAST MEWS ELEVATION



EAST MEWS ELEVATION ALTERNATIVE  
Maple at Garage Lift [TBD]

**BUSH COTTAGES/SCHOOL OF  
BASIC DESIGN & COLOR  
1338 Filbert Street, San Francisco, California  
HISTORIC BUILDINGS SURVEY**

**August 11, 2010**

## HISTORIC BUILDINGS SURVEY

**Bush Cottages/School of Basic Design and Color**  
(Filbert Street Cottages)  
City and County of San Francisco, California

Location: 1338 Filbert Street, San Francisco, CA  
(North side of Filbert Street centered between Polk and Larkin Streets)

Significance: [from Historic Resource Evaluation, page 2]

The [Bush Cottages/School of Basic Design and Color] are significant for their association with the aftermath of the 1906 Earthquake and Fire, their association with the life of Marian Hartwell, a faculty member of the California School of Fine Arts (now the San Francisco Art Institute), and as an example of vernacular post-earthquake period architecture with unique siting and court plan.

History: [from Historic Resource Evaluation, page 7]

Before the 1906 Earthquake and Fire, the property consisted of two lots, each containing a residence. Peter Mathews, a gardener, milkman and laborer lived at one of the houses. William Bush, a butcher, lived in the other house along with his wife, Mary E. Mathews, Peter Mathew's daughter. Ownership of the property transferred to Mary in 1887 and later to William Bush. After the 1906 Earthquake and Fire, William Bush requested permits to build the Filbert Street cottages as rental housing. The 1907 building permit includes rough sketches of the placement of four 20' x 30' wood frame buildings. A 1979 permit states that the cottages were originally constructed as single-family residences, each one-story with a basement for storage. 1907 water records show four families with four basins, baths, and water closets. The property remained in the Bush family until 1946, when it was sold to Marian Hartwell.

Marion Hartwell was a faculty member at the California School of Fine Arts until 1940. In 1943, Hartwell, then a renter, built an addition to Cottage A to use as an art studio and classroom for her School of Basic Design and Color. The other cottages were used to house her students and other renters. Hartwell purchased the property in 1946, and in the 1950s she added the additions to the rear and reconfigured the cottages into ten units. She also added the brick walkways, patios and landscaping.

Description: [from Historic Resource Evaluation, pages 4-5]

The [Bush Cottages/School of Basic Design and Color] are situated on the north side of Filbert Street between Larkin and Polk Street in the Russian Hill Neighborhood of San Francisco. The property consists of four rectangular-plan cottages with rear additions and one attached rectangular-plan studio, all currently vacant and in poor condition. The site is 62.50' wide and 137.50' deep and is located below the grade of the sidewalk on Filbert Street. The site is nearly flat while the street and sidewalk of Filbert Street have a steep grade. Along Filbert Street the property is bordered by a wooden fence that rests on a stepped brick wall that is below grade. A wooden gate in the fence provides access to concrete steps that descend to a walkway running in front of the cottages. The cottages are arranged in a row running the entire depth of the lot, with the studio at a higher grade than the cottages. The buildings on the property are minimally visible from Filbert Street because they are several feet below grade and blocked from view by a six foot high fence running along the sidewalk at the property line. The sidewalk contains mature street trees that screen almost entirely views to the property from the street.

The site is entered by descending a flight of stairs from Filbert Street to a brick paved path that runs north along the primary (west) facades of the cottages. The west facades contain the entries to the cottages. The brick pathway contains brick-edged planters. At the south end of the site, a brick pathway and flight of stairs lead up to the studio, which is bordered by a brick patio. Because of the change in grade, a concrete retaining wall supports the brick patio. A concrete retaining wall runs along the east edge of the property.



The four cottages are two-story, wood framed structures built in 1907. The cottages are referred to as A, B, C, and D running from Filbert Street to the north of the property. The cottages are roughly rectangular in plan and sit upon concrete foundations. The hipped roofs have shallow overhangs and are clad in asphalt shingles. The walls have horizontal wood siding. Each cottage has two units. Generally, the ground floor units have a living space, a small kitchen, and a bathroom, and are built into the slope of the hill (facing east) with windows on three sides. The lower units are entered directly from the main entry path at the west façade. A somewhat larger unit is located in the second story of each cottage, consisting of a variety of living spaces, a kitchen and bathroom, and windows on all four sides. The upper units are entered from wooden stairs located between the cottages. The rear façade of Cottage B features a non-historic rear addition that abuts the concrete retaining wall to the east, while the other cottages (which feature smaller non-historic rear additions) each have open space to the rear.

The studio, connected to Cottage A at the front of the property, is also wood framed with a single story and shed roof. It is accessed by a flight of brick stairs leading to a brick terrace off the main pathway. The studio's interior features a large living space and kitchen and is connected to Cottage A by a hallway on the north side of the studio.

Horizontal wood siding is common to all the structures and consists of two profiles of historic siding, either V-groove or rustic drop siding. All four cottages are capped by hipped roofs with shallow overhangs clad in asphalt shingles. Cottage D features boxed eaves, while the eaves of the other cottages are open. Windows vary from structure to structure, and include a mix of multiple-paned, wood-sash fixed and casement windows, double-hung wood-sash windows, and wood-sash awning windows. There are several installations of what appears to be multiple-paned, wood-frame glass doors, with door hardware still intact.

**Summary of Alterations:** [from Landmark Designation Report, page 5]

- 1943 Addition of a 600-square-foot art studio (to Building A).
- 1951 Addition of 22" height and interior reconfiguration to create second story living quarters (probably to Cottage C). Second story windows may have been added in C at this time. B and D may also have been altered at this time 1979 permit request describe them as buildings of 1000 square feet.
- 1953 Addition of a 323-square-foot room and bath, window at the rear of B.
- 1954 Window enlarged, Cottage A.

**Existing Conditions**

Currently vacant, the property and its structures are in poor condition. Building materials, doors and windows, and interiors are deteriorated and damaged. The landscape is also deteriorated, with most of the identified historic landscape feature missing, leaving only the brick pathways, steps and planters intact.

**Sources:**

Landmark Designation Report, Date July 12, 2001, Case No. 2001.02321.

Page & Turnbull, Inc. *Historic Resource Evaluation, 1338 Filbert Street Cottages*, dated July 22, 2009.

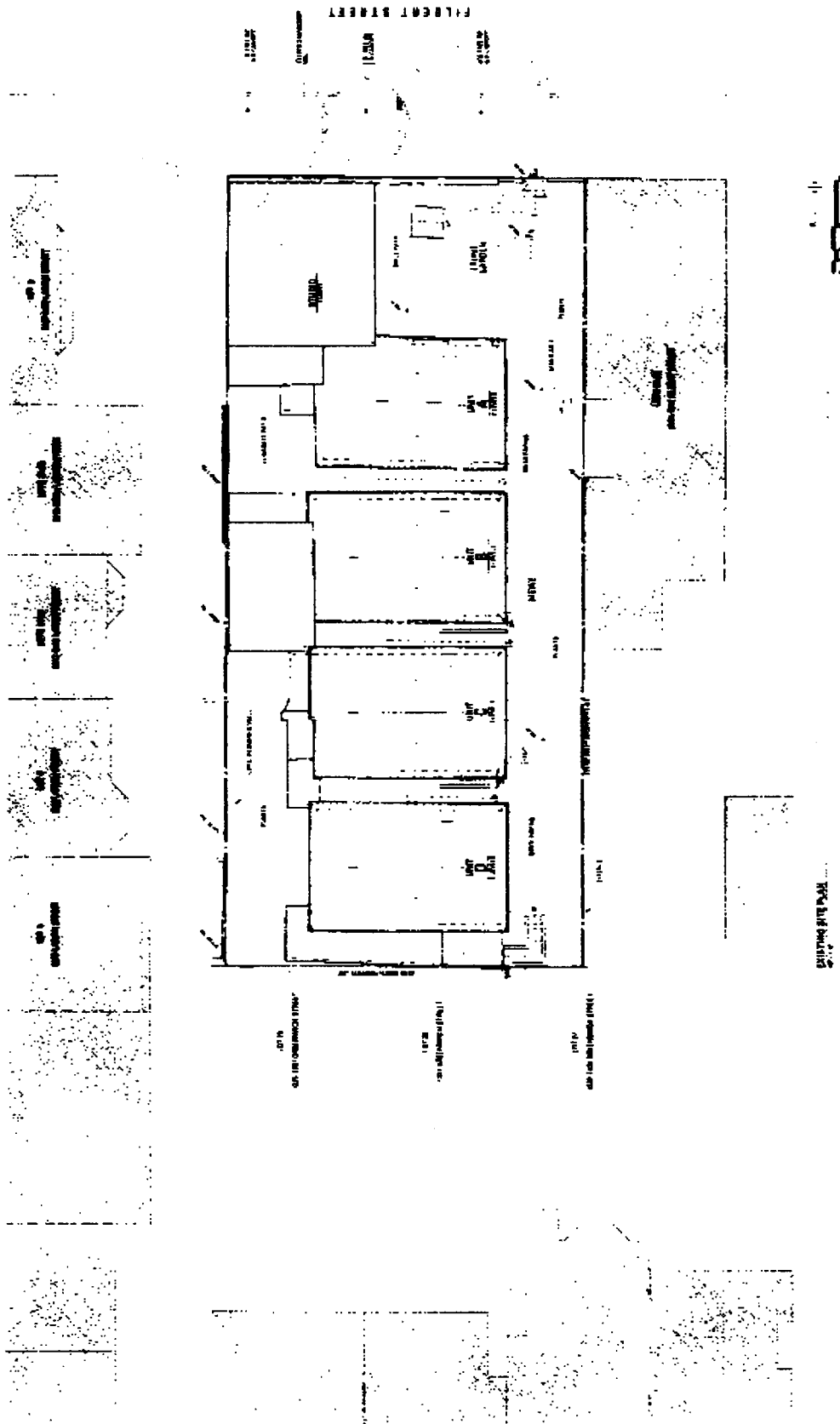
**Preparers:**

Mark Hulbert, Preservation Architecture, 446 17<sup>th</sup> Street #302, Oakland, CA 94612,

[mhulbert@earthlink.net](mailto:mhulbert@earthlink.net), 510-418-0285.

Frank Deras, Frank Deras Photography, 118 Randolph Street, Napa, CA 94559, [mail@frankderas.com](mailto:mail@frankderas.com), 707-252-4900.

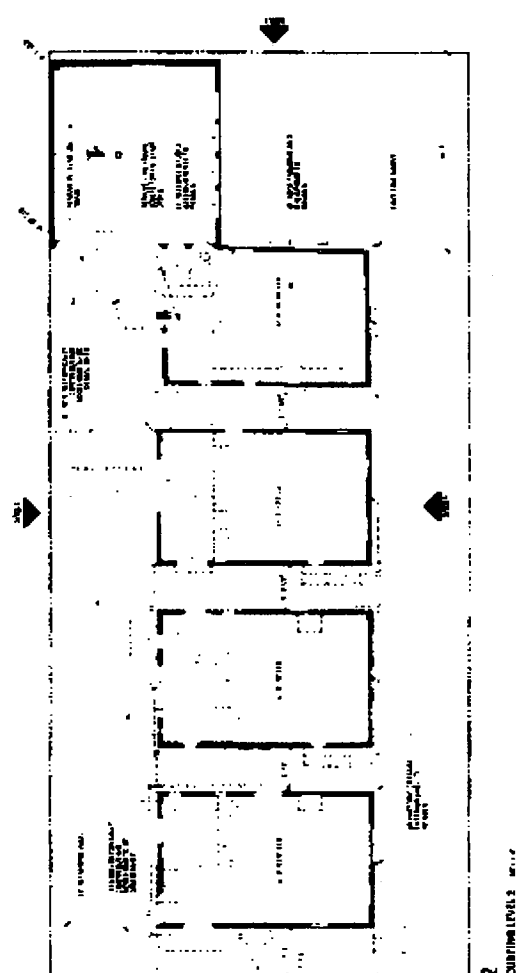
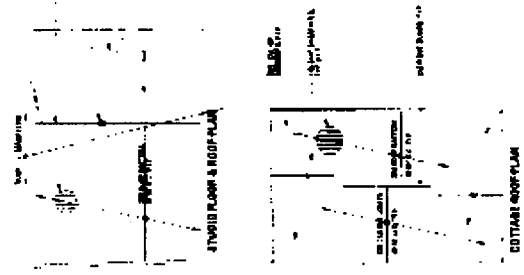
Date of Historic Buildings Survey Publication: August 8, 2010



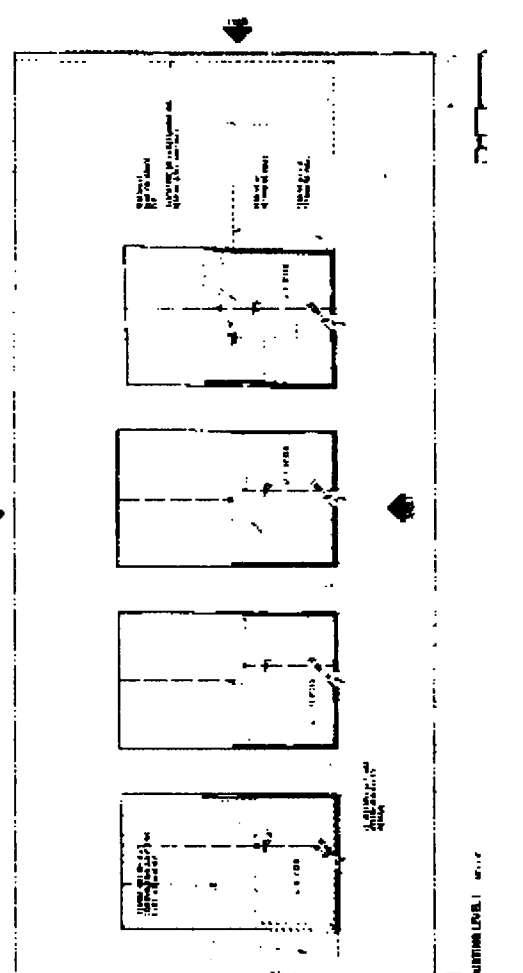
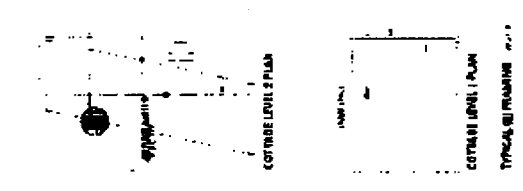
EXISTING SITE PLAN

<b>BUTTRICK WONG Architects</b> <small>1000 West 10th Street, Suite 100, Vancouver, BC V6H 1A1</small>	<b>FILBERT STREET COTTAGES</b> <small>(SEE EXISTING SITE PLAN FOR UNIT LAYOUTS)</small>	<b>EXISTING SITE PLAN</b>	<b>X1.1</b>
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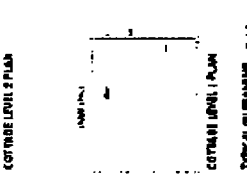
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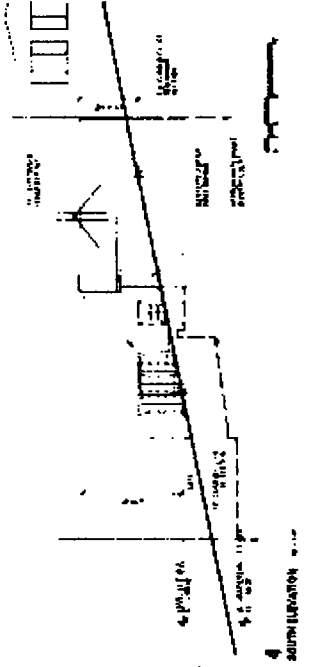
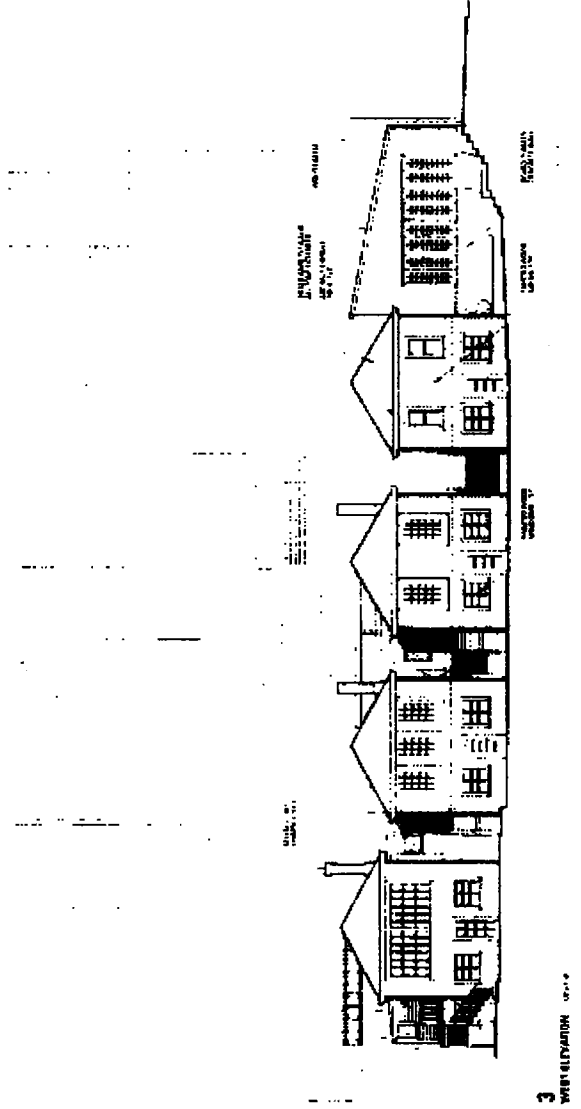
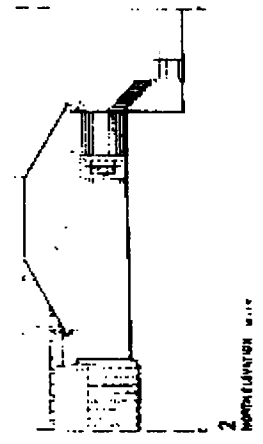
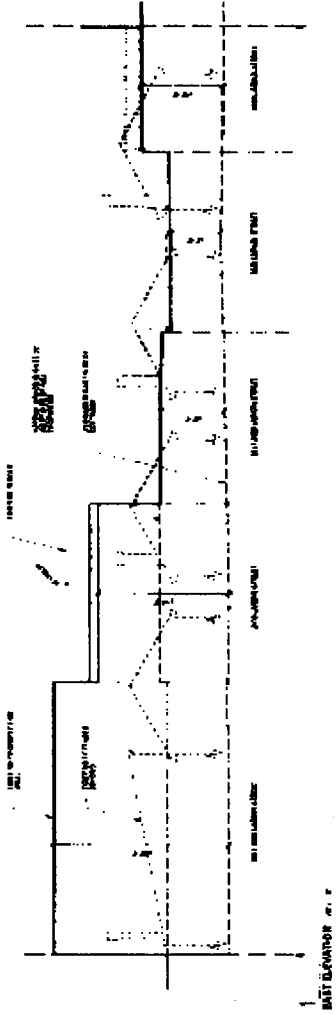


X2.1

EXISTING FLOOR PLANS

FILBERT STREET COTTAGES

BUTTRICK WONG Architects



<b>BUTTRICK WONG Architects</b> <small>Architects</small>	<b>FILBERT STREET COTTAGES</b> <small>Architectural Firm / Architectural Group</small>	<b>EXISTING ELEVATIONS</b> <small>Architectural Firm / Architectural Group</small>	<b>X9.1</b> <small>Architectural Firm / Architectural Group</small>
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## **HISTORIC BUILDINGS SURVEY**

**Bush Cottages/School of Basic Design and Color  
(1338 Filbert Street Cottages)  
City and County of San Francisco, California**

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**Frank Deras Jr., Photographer  
Photographs produced July 20th, 2010**

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- #2 VIEW OF WEST SIDE "STUDIO", LOOKING NORTHEAST**
- #3 VIEW OF WEST SIDE "COTTAGE A", LOOKING NORTH**
- #4 VIEW OF COURT BETWEEN COTTAGES "A & B", LOOKING NORTHEAST**
- #5 VIEW OF WEST SIDE "COTTAGE B", LOOKING NORTH**
- #6 VIEW OF COURT BETWEEN COTTAGES "B & C", LOOKING NORTHEAST.**
- #7 VIEW OF WEST SIDE OF "COTTAGE C", LOOKING NORTH**
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- #12 VIEW FROM COURT BETWEEN "STUDIO", "COTTAGE A & B", LOOKING SOUTH**
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- #15 DETAIL VIEW OF DOOR AND WINDOW AT WEST SIDE OF "COTTAGE B", LOOKING NORTHEAST**
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- #21 INTERIOR VIEW AT "STUDIO", LOOKING WEST**
- #22 INTERIOR VIEW AT SECOND FLOOR OF "COTTAGE A", LOOKING NORTH**

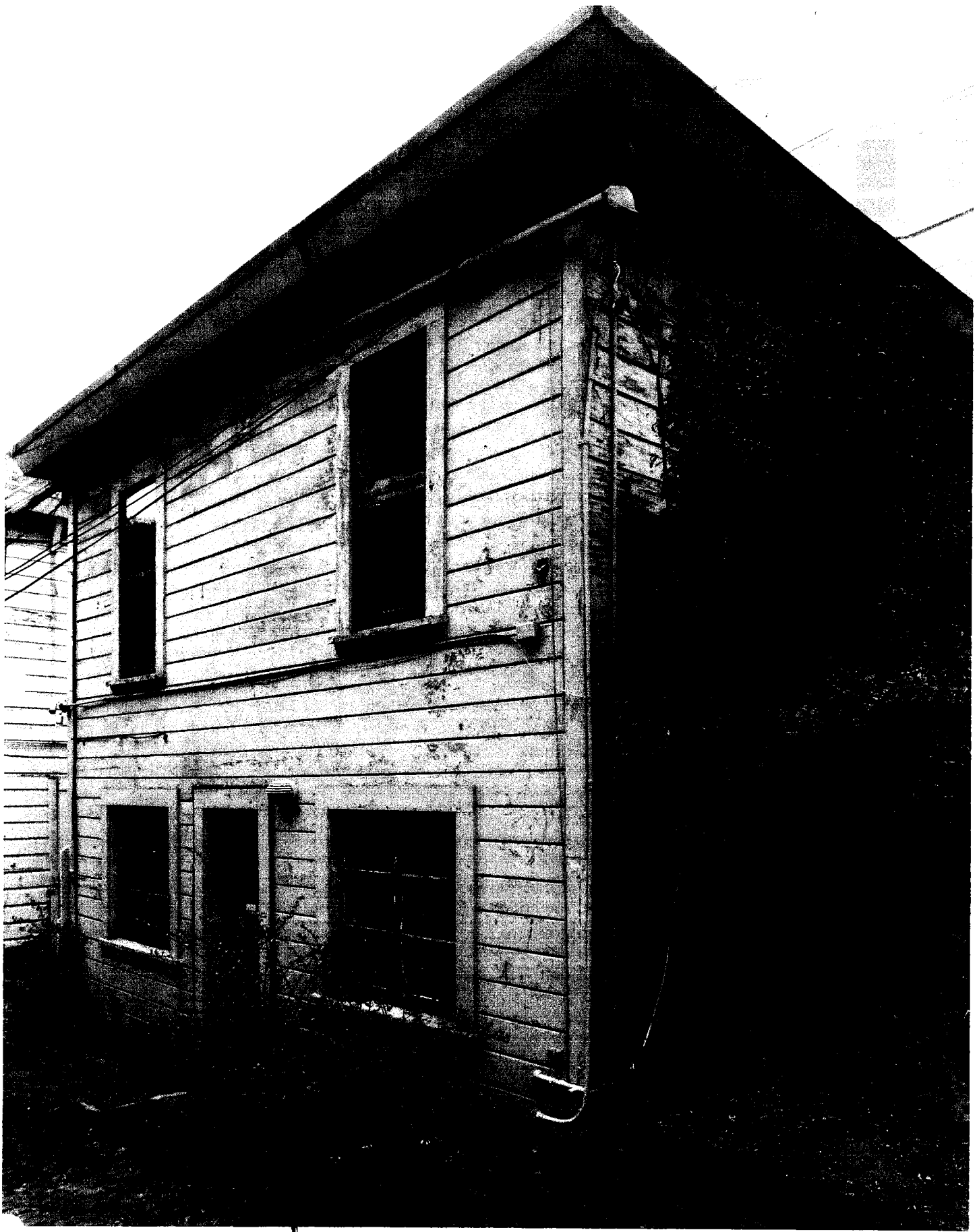


#1 OVERALL VIEW FROM CORNER OF SITE, LOOKING NORTH  
HISTORIC BUILDING SURVEY



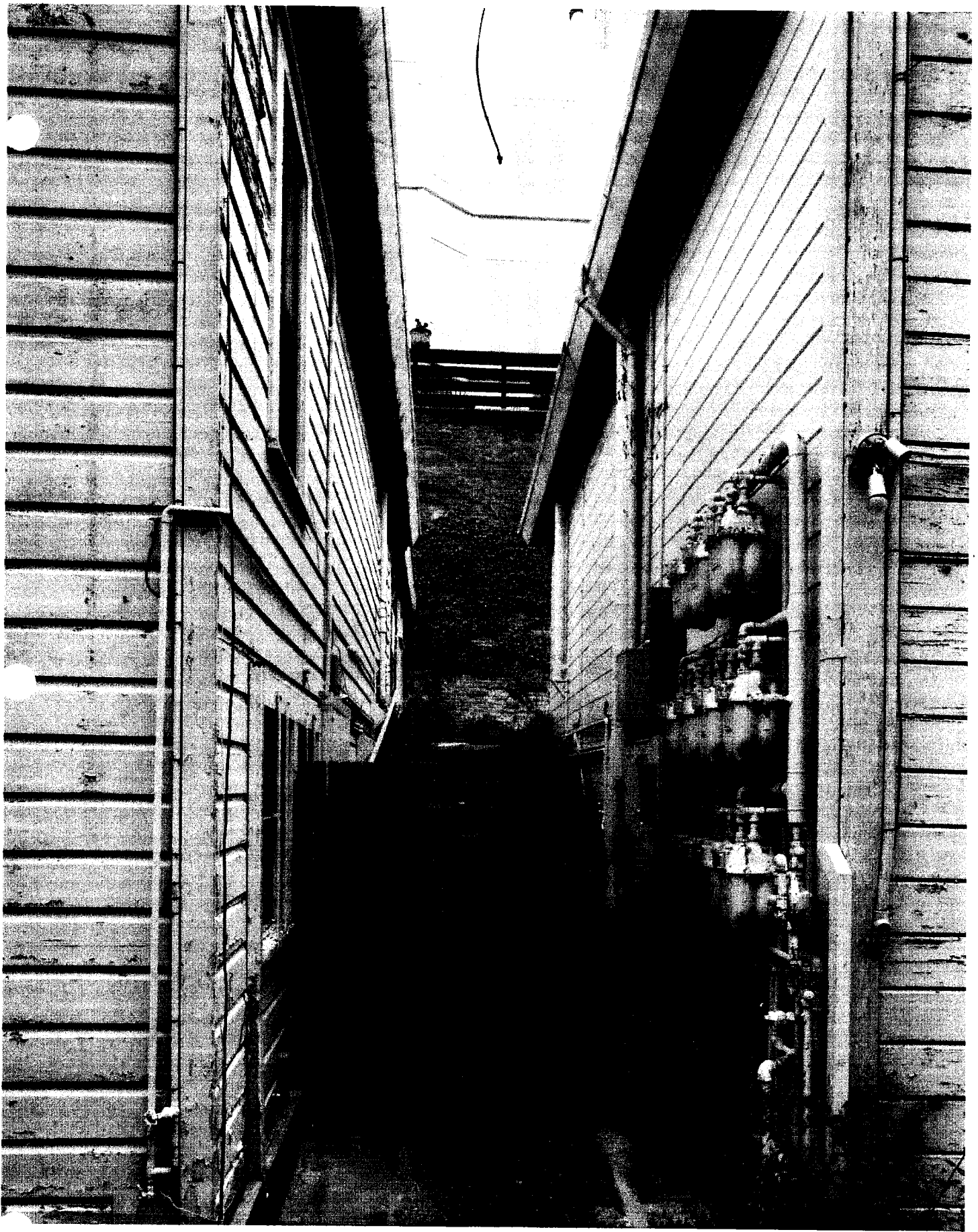
42 VIEW OF WEST SIDE "STUDIO", LOOKING NORTHEAST



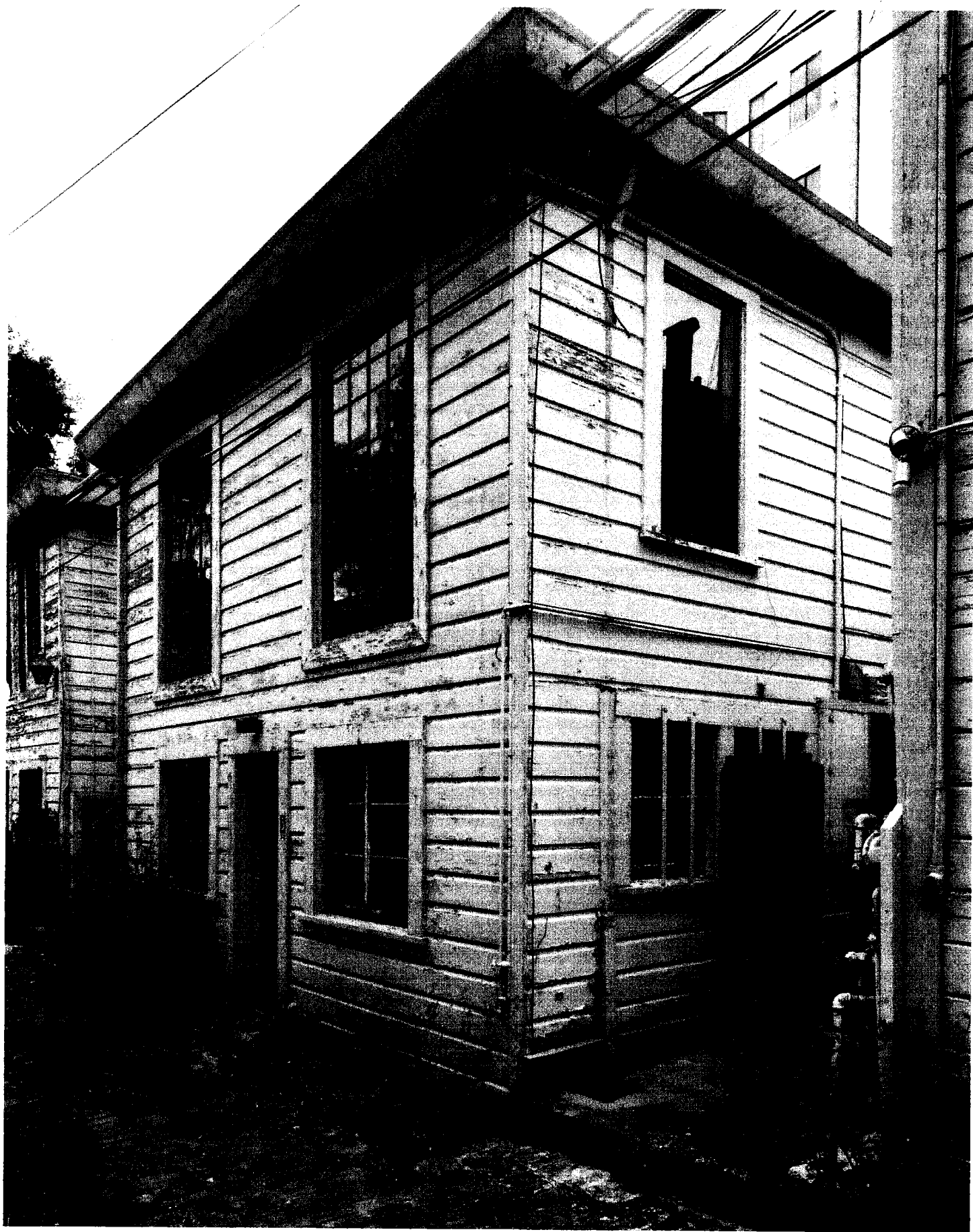


#3 VIEW OF WEST SIDE "COTTAGE A", LOOKING NORTH

HISTORIC BUILDING SURVEY



#4 VIEW OF COURT BETWEEN COTTAGES "A & B", LOOKING NORTHEAST



#5 VIEW OF WEST SIDE "COTTAGE B", LOOKING NORTH





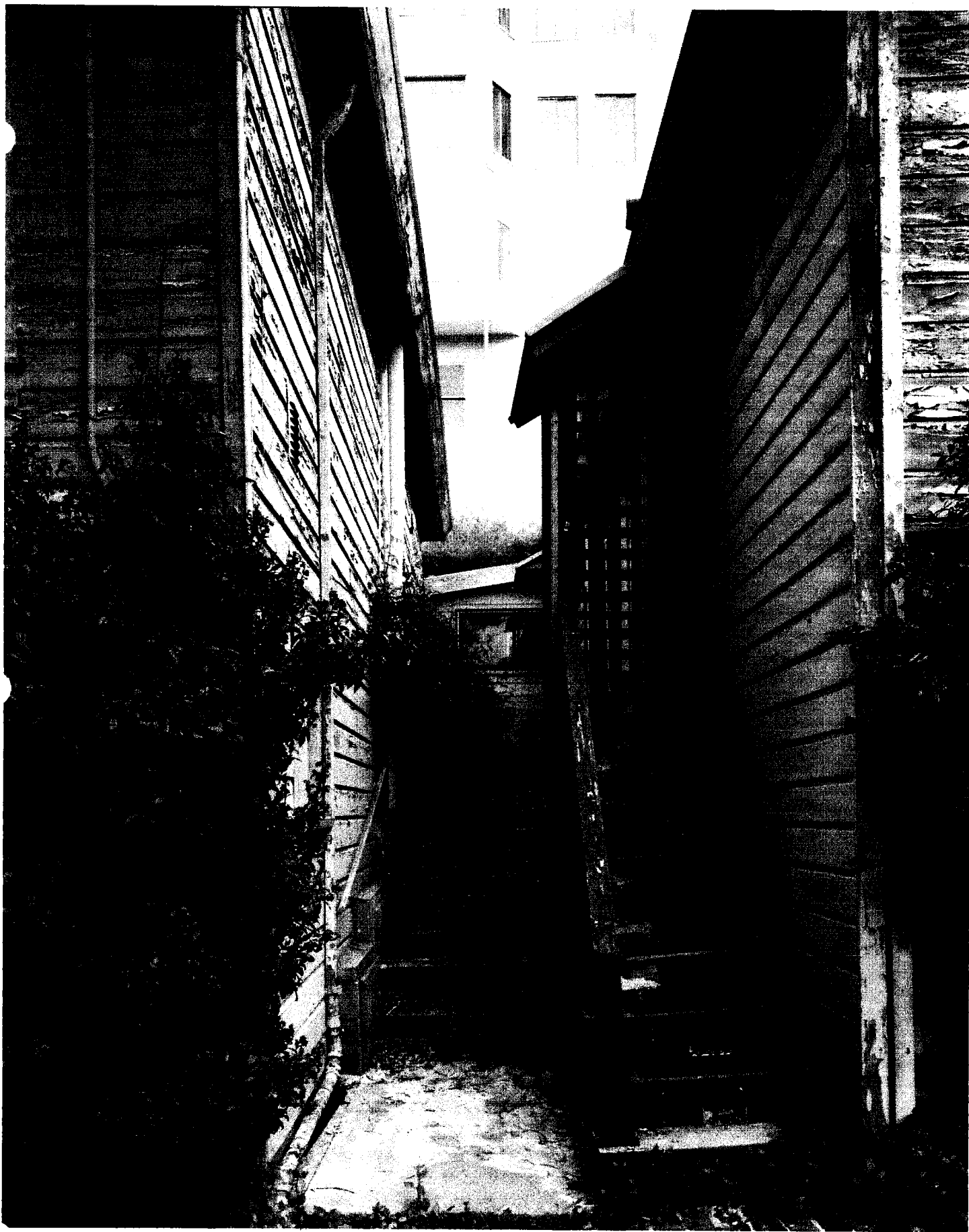
#6 VIEW OF COURT BETWEEN COTTAGES "B & C", LOOKING NORTHEAST



47 VIEW OF WEST SIDE OF "COTTAGE C", LOOKING NORTH

HISTORIC BUILDING SURVEY





48 VIEW OF COURT BETWEEN COTTAGES "C & D". LOOKING NORTHEAST

#9 VIEW OF WEST SIDE OF COTTAGES "A & B". LOOKING SOUTHEAST

HISTORIC BUILDING SURVEY





~10 VIEW OF WEST SIDE OF COTTAGE "D", LOOKING NORTH

411 VIEW OF WALKWAY FROM REAR OF PROPERTY. LOOKING SOUTHEAST

HISTORIC BUILDING SURVEY



#12 VIEW FROM COURT BETWEEN "STUDIO", "COTTAGE A & B", LOOKING SOUTH





#13 VIEW FROM COURT BETWEEN "STUDIO", "COTTAGE A & B", LOOKING SOUTHWEST

HISTORIC BUILDING SURVEY





#14 VIEW FROM LANDING OF ENTRY GATE, LOOKING NORTHWEST

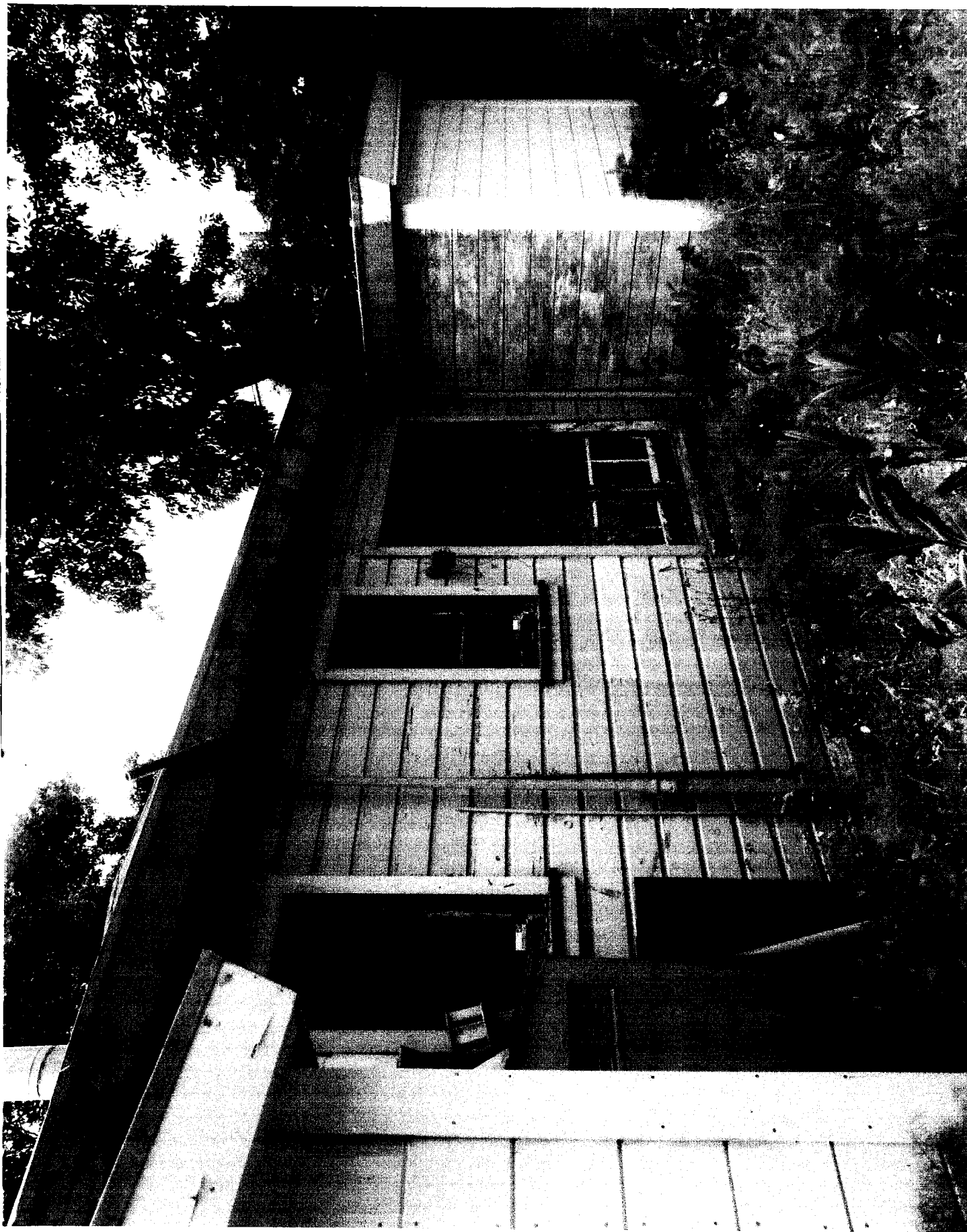


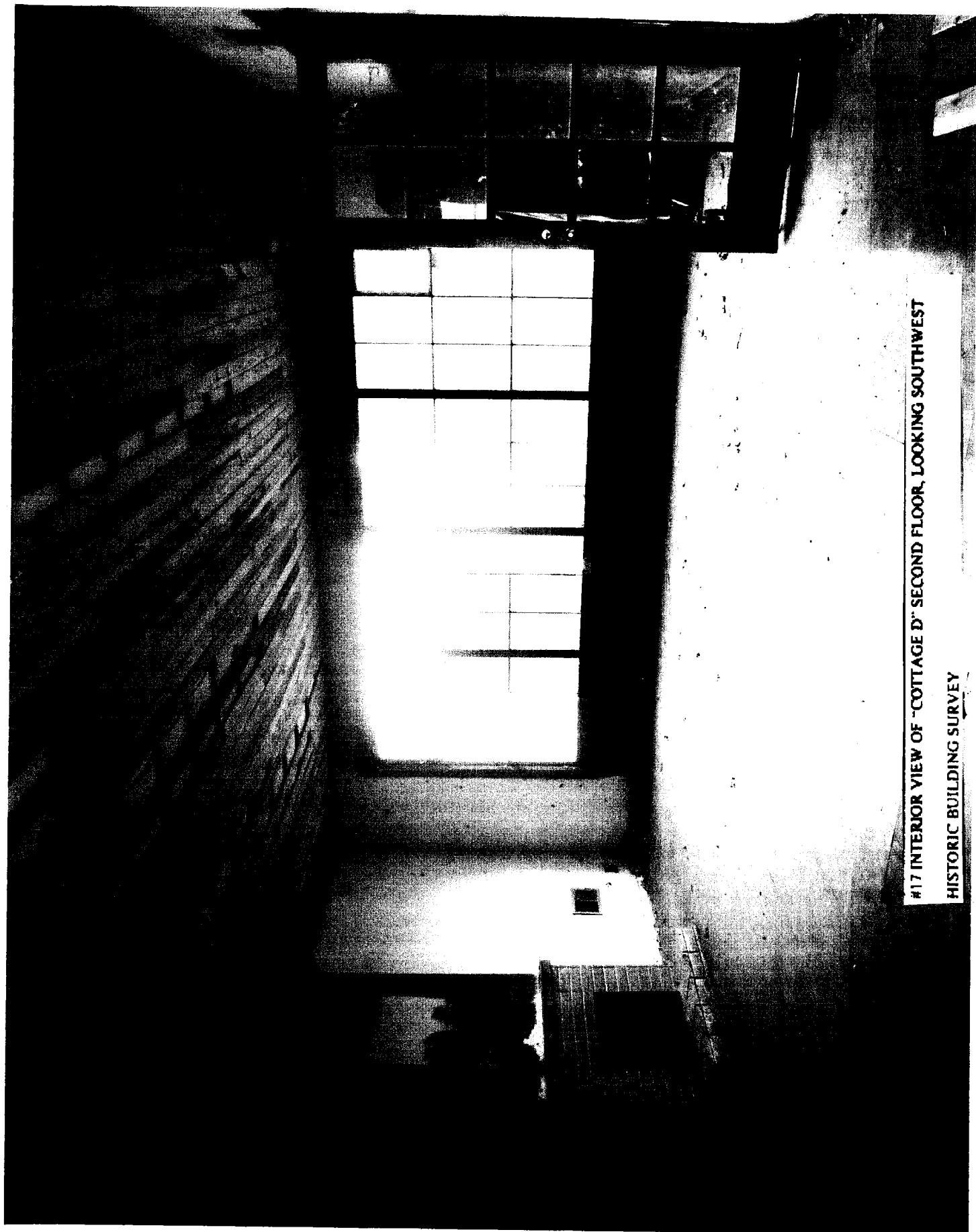
#15 DETAIL VIEW OF DOOR AND WINDOW WEST SIDE "COTTAGE B". LOOKING NORTHEAST

HISTORIC BUILDING SURVEY



#16 VIEW OF EAST SIDE OF "COTTAGE D", LOOKING NORTHWEST





#17 INTERIOR VIEW OF "COTTAGE D" SECOND FLOOR, LOOKING SOUTHWEST

HISTORIC BUILDING SURVEY

#18 VIEW FROM FIRST FLOOR ENTRY DOOR OF INTERIOR "COTTAGE B", LOOKING EAST





#19 INTERIOR VIEW AT SECOND FLOOR OF "COTTAGE B", LOOKING SOUTH

HISTORIC BUILDING SURVEY

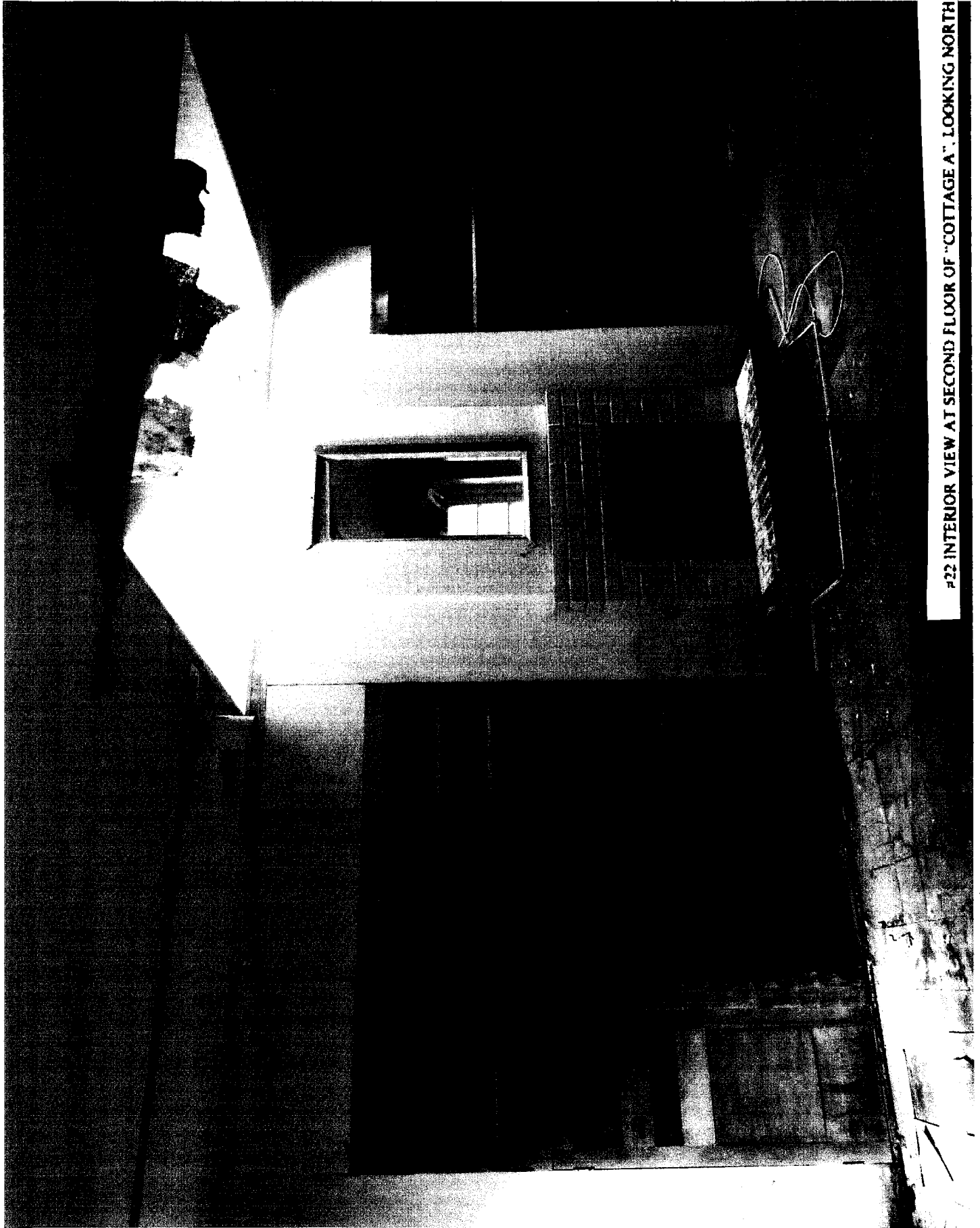




#20 INTERIOR VIEW AT "STUDIO", LOOKING EAST







#22 INTERIOR VIEW AT SECOND FLOOR OF "COTTAGE A", LOOKING NORTH

**Mills Act Historical Property Contract  
Pre-Approval Inspection Report**

**May 2016  
1338 Filbert Street**

**Property Information**

Address: 1338 Filbert Street

Block/Lot: 0524/031, 0524/032, 0524/033, 0524/034

Zoning District: RH-2

Height & Bulk District: 40-X

Eligibility: San Francisco Landmark No. 232, 1338 Filbert Cottages,

**Owner Information**

Name: 1338 Filbert LLC

Contact: Dominique Lahaussais  
David N. Low

Address: 30 Blackstone Court  
San Francisco, CA 94123

Phone: 203-570-7827  
415-317-1976

Email: [d\\_lahaussais@msn.com](mailto:d_lahaussais@msn.com)  
[david.low@lazard.com](mailto:david.low@lazard.com)

**Pre-Inspection**

☒ Application fee paid

☐ Record of calls or e-mails to applicant to schedule pre-contract inspection

4/26: meet with property owner to review draft application and terms of contract. 5/2: confirm receipt of application and schedule site visit

Inspection scheduled on: 5/12

**Inspection Overview**

Date and time of inspection: 5/20/16; 2:30pm

Parties present: Shannon Ferguson, Department staff; Katie Watt, Mark Hulbert, consultants

- ☒ Provide applicant with business cards
- ☒ Inform applicant of contract cancellation policy
- ☒ Inform applicant of monitoring process

Inspect property. If multi-family or commercial building, inspection included a:

- ☒ Thorough sample of units/spaces
- ☐ Representative
- ☐ Limited
- ☒ Review any recently completed and in progress work to confirm compliance with Contract.
- ☒ Review areas of proposed work to ensure compliance with Contract.
- ☒ Review proposed maintenance work to ensure compliance with Contract.
- ☐ Identify and photograph any existing, non-compliant features to be returned to original condition during contract period. n/a

- |  |   |   |
|--|---|---|
| <input checked="" type="checkbox"/> <b>Yes</b> | <input type="checkbox"/> <b>No</b>            | Does the application and documentation accurately reflect the property's existing condition? If no, items/issues noted:   |
| <input checked="" type="checkbox"/> <b>Yes</b> | <input type="checkbox"/> <b>No</b>            | Does the proposed scope of work appear to meet the Secretary of the Interior's Standards? If no, items/issues noted:  |
| <input checked="" type="checkbox"/> <b>Yes</b> | <input type="checkbox"/> <b>No</b>            | Does the property meet the exemption criteria, including architectural style, work of a master architect, important persons or danger of deterioration or demolition without rehabilitation? If no, items/issues noted: |
| <input type="checkbox"/> <b>Yes</b>            | <input checked="" type="checkbox"/> <b>No</b> | Conditions for approval? If yes, see below.   |

**Notes and Recommendations**

Foundation/Structural

Subterranean garage constructed and seismic completed

Exterior

Historic siding salvaged and reinstalled

Roof

Roof material replaced in kind. Roof form maintained.

Chimneys

Retained and stabilized

Windows

Historic windows retained and repaired or replaced in kind

Landscape

Brick pathways salvaged and will be reinstalled.

**Conditions for Approval**

None



**Photographs**



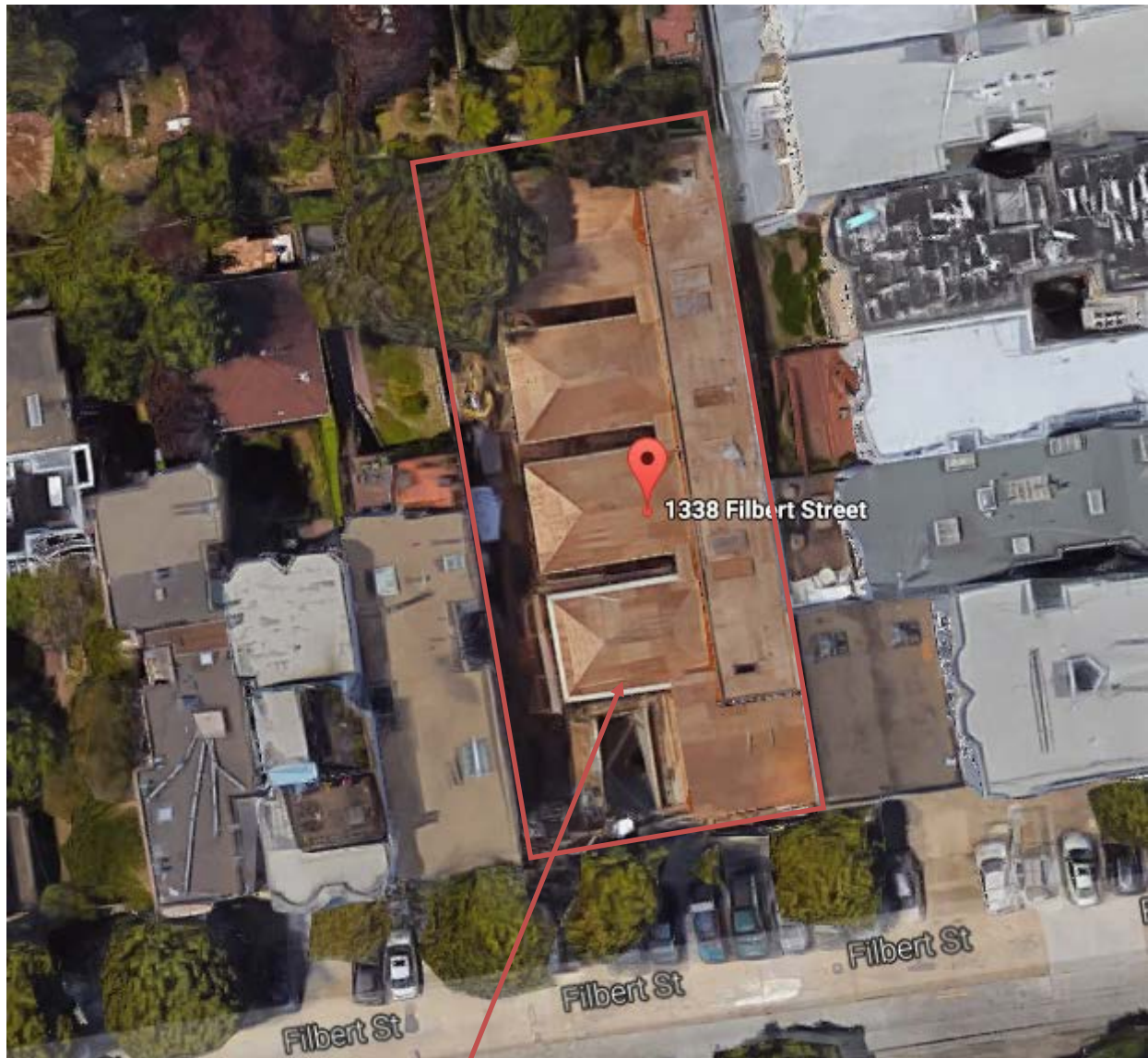




# SITE PHOTO



# AERIAL PHOTO



**SUBJECT PROPERTY**